

AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, April 19, 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 April 5, 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.

(a) Representatives of AmeriCorps to provide an overview of their community service programs.

4. PUBLIC HEARINGS - None

5. COMMUNICATIONS - None

6. REPORTS

(a) Consider Board of Public Works minutes of April 11, 2016.

(b) Consider Board of Public Works minutes of April 14, 2016.

(c) Consider Plan Commission minutes of April 11, 2016.

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 April 14, 2016.

(b) Consider Committee #1 Revenues, Disbursements, Water and Wastewater minutes of April 19, 2016. (*minutes to be distributed prior to meeting*)

(c) Consider Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of April 14, 2016.

(d) Consider Committee #3 Transportation, Construction, Public Safety and Traffic minutes of April 18, 2016. (*minutes to be distributed prior to meeting*)

(e) Park Board minutes of April 12, 2016.

(f) Library Board minutes of March 9, 2016.

8. APPLICATIONS

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

(b) Consider Application for a Temporary Class "B" Beer Retailer's License from Chippewa Falls Main Street for the Pure Water Days Duck Splash Festival to be held on August 13, 2016 at Allen Park.

(c) Consider Application for a Temporary Class "B" / "Class B" Beer and Wine Retailer's License from the Chippewa Falls Area Chamber of Commerce for the Chippewa Falls Tourism Day to be held at 1 N Bridge Street on May 5, 2016.

(d) Consider Street Use Permit Application from the Chippewa Falls Area Chamber of Commerce for the Chippewa Falls Tourism Kick-off to be held on May 5, 2016 to utilize one parking stall in the lot in front of the Chamber to set up food and beverage booths.

(e) Consider Sidewalk Use Permit Application from the Chippewa Falls Area Chamber of Commerce to utilize the sidewalk surrounding the Chamber on Bridge and Spring Streets for yard games to promote National Tourism Week on May 5, 2016. (*see recommendation of Committee #3*)

(f) Consider Application for Class "E" Dance and Live Music License from the Chippewa Falls Area Chamber of Commerce for 1 N Bridge Street on May 5, 2016.

(g) Consider Application for Temporary Class "B" Beer Retailer's License from the Oz Run, Inc. for the Oz Run to be held at the Northern Wisconsin State Fairgrounds, 225 Edward Street on May 28, 2016.

(h) Consider Application for Class "E" Dance and Live Music License from the Oz Run for the Northern Wisconsin State Fairgrounds, 225 Edward Street on May 28, 2016.

(i) Consider Original Alcohol Beverage Retail License Application from Hotels International, LLC, Brian Wogernese, Agent, for a Class "B" Beer and "Class C" Wine License for the Cobblestone Hotel & Suites, 100 N Bridge Street.

8. **APPLICATIONS** (continued)
 - (i) Consider Original Alcohol Beverage Retail License Application from Micon Cinemas, Inc., Daniel Olson, Agent, for a Class "B" Beer License from Micon Cinemas 8, 475 Chippewa Mall Drive.
9. **PETITIONS** - None
10. **MAYOR ANNOUNCES APPOINTMENTS**
 - (a) Consider appointments to various Boards and Commissions as recommended by the Mayor. Action on these appointments scheduled for May 3, 2016.
 - (b) Consider appointment of Kathy Tanner and Ed Cadwell as Election Inspectors for the 2016-2017 Election Cycle. Action on these appointments scheduled for May 3, 2016.
11. **MAYOR'S REPORT** - None
12. **REPORT OF OFFICERS** - None
13. **ORDINANCES**
 - (a) Consider **Ordinance #2016-07 Entitled:** An Ordinance Repealing and Recreating the Wellhead Protection Ordinance, Chapter 29 of the Chippewa Falls Municipal Code. *(as provided in the April 5, 2016 Council Agenda Packet – copies available in the office of the City Clerk).*
 - (b) Consider **Ordinance #2016-08 Entitled:** An Ordinance Amending the Method of Selecting 2 Persons from Adjacent Municipalities to Serve on the Library Board § 1.13 of the Chippewa Falls Municipal Code.
14. **RESOLUTIONS**
 - (a) Consider **Resolution #2016-22 Entitled:** Resolution Final Plat of Wissota Shores II.
15. **OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW**
 - (a) Discuss and consider finalizing a name for the City's new riverfront park.
 - (b) Discuss and consider Development Agreement between the City of Chippewa Falls and 2 Rivers Real Estate (Wissota Shores II).
 - (c) Discuss and consider Supplemental Letter Agreement between the City of Chippewa Falls and SEH for the Riverfront Gateway Park – Phase I.
 - (d) Discuss and consider bid results for Street and Utility Improvement projects.
 - (e) Discuss and consider lease of premises between the City of Chippewa Falls and Zenith Tech, Inc.
 - (f) Discuss and consider Addendum 7 to the Intergovernmental Agreement for Storm Water Education and Outreach Coordination by Rain to Rivers of Western Wisconsin (R2R).
16. **CLAIMS**
 - (a) Consider claims as recommended by the Claims Committee.
17. **CLOSED SESSION** - None
18. **ADJOURNMENT (Sine Die)**

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 April 15, 2016 at 2:00 pm by BNG.

MINUTES OF THE REGULAR MEETING OF THE COMMON COUNCIL

The regular meeting of the Common Council of the City of Chippewa Falls was held on Tuesday, April 5, 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, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, Chippewa Falls Main Street Director Teri Ouimette, Police Chief Wendy Stelter, City Clerk Bridget Givens and those on the attached sign-in sheet.

APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) **Motion by Kiefer/Monarski** to approve the minutes of the March 15, 2016 Council Meeting. **All present voting aye, motion carried.**

PERSONAL APPEARANCES BY CITIZENS - None

PUBLIC HEARINGS

Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer advised that a public information meeting on the street projects was held last Monday with approximately 30 people attending.

(a) Mayor Hoffman opened a Public Hearing for Special Assessments within Grand Avenue (Island Street to Albert Street) at 6:31 pm. There being no requests to speak, the hearing was closed at 6:31 pm.

(b) Mayor Hoffman opened a Public Hearing for Special Assessments within Spruce Street (Wheaton Street to Pearl Street) at 6:32 pm. There being no requests to speak, the hearing was closed at 6:32 pm.

(c) Mayor Hoffman opened a Public Hearing for Special Assessments within State Street (Grand Avenue to Water Street) at 6:32 pm. There being no requests to speak, the hearing was closed at 6:32 pm.

(d) Mayor Hoffman opened a Public Hearing for Special Assessments within Willow Street/Loffler Court (Loffler Court to Terrill Street) at 6:33 pm. There being no requests to speak, the hearing was closed at 6:33 pm.

(e) Mayor Hoffman opened a Public Hearing for Special Assessments within Woodward Avenue (STH #124 to Colome Street) at 6:33 pm. There being no requests to speak, the hearing was closed at 6:33 pm.

COMMUNICATIONS - None

REPORTS

(a) **Motion by Hull/King** to approve the Board of Public Works minutes of March 21, 2016. **Roll Call Vote: Aye – Hull, King, Olson, Nadreau, Ford, Monarski, Kiefer. Motion carried.**

COUNCIL COMMITTEE REPORTS

(a) **Motion by King/Monarski** to approve the Committee #3 Transportation, Construction, Public Safety and Traffic minutes of March 21, 2016. **Roll Call Vote: Aye – King, Monarski, Kiefer, Hull, Olson, Nadreau, Olson. Motion carried.**

(b) **Motion by Kiefer/King** to approve the Joint Committee #3 Transportation, Construction, Public Safety and Traffic and Committee #4 Recycling, Computerization, Buildings and Intergovernmental Services minutes of April 5, 2016. **All present voting aye, motion carried.**

APPLICATIONS

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

Motion by Kiefer/Ford to consider items (b) – (k) in one motion. **All present voting aye, motion carried.**

Motion by Kiefer/Ford to approve items (b) – (k) as follows:

(b) Application for Temporary Class "B" Beer Retailer's License from the Knights of Columbus for the Smelt Fry to be held on April 21, 2016 at 236 Pumphouse Road.

APPLICATIONS (continued)

- (c) Application for Temporary Class "B" / "Class B" Beer and Wine Retailer's License from the Chippewa Youth Hockey Association for Northwest Beer Fest to be held on April 30, 2016 at the Chippewa Ice Arena, 839 First Avenue.
 - (d) Application for Class "E" Dance and Live Music License from the Chippewa Youth Hockey Association for the Chippewa Ice Arena on April 30, 2016.
 - (e) Street Use Permit Application from Happy Tails Dog Park for the 6th Annual Clean-up Day to be held on April 23, 2016 at the Happy Tails Dog Park and surrounding area at 841 Chippewa Crossing Boulevard.
 - (f) Street Use Permit Application from the Chippewa County Historical Society for The Past Passed Here to be held at Allen Park with set-up beginning May 6, 2016 and final clean-up on May 16, 2016.
 - (g) Street Use Permit Application from Mark Erickson of the Chippewa Valley Family YMCA for the Leinenkugel's/YMCA Pure Water Days Races to be held on August 13, 2016 utilizing various City streets.
 - (h) Application for Temporary Class "B" / "Class B" Beer and Wine Retailer's License from the Chippewa Falls Rotary Foundation, Inc. for Spring Fest to be held at the Northern Wisconsin State Fairgrounds, 225 Edward Street, on April 29 – May 1, 2016.
 - (i) Application for Class "E" Dance and Live Music License from the Chippewa Falls Rotary Foundation, Inc. for the Northern Wisconsin State Fairgrounds on April 29 – May 1, 2016.
 - (j) Street Use Permit Application from the Chippewa Falls Rotary Foundation, Inc. for the Spring Fest Fun Run on April 30, 2016 utilizing the Irvine Park entrance off of Jefferson Avenue.
 - (k) Application for Class "B" Dance and Live Music License from Wendy Scott of the Glen Loch Roadhouse
- All present voting aye, motion carried.**

PETITIONS - None

MAYOR ANNOUNCES APPOINTMENTS - None

MAYOR'S REPORT - None

REPORT OF OFFICERS - None

ORDINANCES

- (a) **Motion by King/Ford** to approve **Ordinance #2016-04 Entitled:** An Ordinance Establishing the Width of Pavement on Grand Avenue (Albert St. to Superior St.) at 32 Feet Face to Face of Curbs. **Roll Call Vote: Aye – King, Ford, Monarski, Kiefer, Hull, Olson, Nadreau. Motion carried.**
- (b) **Motion by King/Kiefer** to approve **Ordinance #2016-05 Entitled:** An Ordinance Establishing the Width of Pavement on Grand Avenue (Superior St. to Island St.) at 38 Feet Face to Face of Curbs. **Roll Call Vote: Aye – King, Kiefer, Hull, Olson, Nadreau, Ford, Monarski. Motion carried.**
- (c) **Motion by King/Kiefer** to approve **Ordinance #2016-06 Entitled:** An Ordinance Establishing the Width of Pavement on Spruce Street (Wheaton St. to Pearl St.) at 40 Feet Face to Face of Curbs. **Roll Call Vote: Aye – King, Kiefer, Hull, Olson, Nadreau, Ford, Monarski. Motion carried.**
- (d) The First Reading of **Ordinance #2016-07 Entitled:** An Ordinance Repealing and Recreating the Wellhead Protection Ordinance, Chapter 29 of the Chippewa Falls Municipal Code was held.
- (e) The First Reading of **Ordinance #2016-08 Entitled:** An Ordinance Amending the Method of Selecting 2 Persons from Adjacent Municipalities to Serve on the Library Board § 1.13 of the Chippewa Falls Municipal Code was held.

RESOLUTIONS

- Motion by Kiefer/Ford** to consider items (a) – (e) in one motion. **All present voting aye, motion carried.**
- Motion by Kiefer/Ford** to approve items (a) – (e) as follows:
- (a) **Resolution #2016-15 Entitled:** Final Resolution Levying Special Assessments and Authorizing Construction in Grand Avenue (Island Street to Albert Street).
 - (b) **Resolution #2016-16 Entitled:** Final Resolution Levying Special Assessments and Authorizing Construction in Spruce Street (Wheaton Street to Pearl Street).
 - (c) **Resolution #2016-17 Entitled:** Final Resolution Levying Special Assessments and Authorizing Construction in State Street (Grand Avenue to Water Street).
 - (d) **Resolution #2016-18 Entitled:** Final Resolution Levying Special Assessments and Authorizing Construction in Willow Street/Loffler Court (Loffler Court to Terrill Street).

RESOLUTIONS (continued)

(e) Resolution #2016-19 Entitled: Final Resolution Levying Special Assessments and Authorizing Construction in Woodward Avenue (STH#124 to Colome Street)

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

(f) Motion by King/Kiefer to approve Resolution #2016-20 Entitled: Resolution Designating the Chippewa County Housing Authority as the Authority to Process and Approve Community Development Block Grant Loans and Dissolve the Chippewa Falls Community Development Block Grant Committee.

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

(g) Motion by Kiefer/Hull to approve Resolution #2016-21 Entitled: Resolution Authorizing the Issuance of \$1,000,000 General Obligation Promissory Notes and the Issuance of a \$1,000,000 Taxable Note Anticipation Note, Series 2016 in Anticipation Thereof. **Roll Call Vote: Aye – Kiefer, Hull, Olson, Nadreau, Ford, Monarski, King. Motion carried.**

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

(a) Motion by Ford/King to approve the State/Municipal Agreement for a State-Let Local Bridge Project at the Spring Street Bridge. Roll Call Vote: Aye – Ford, King, Hull, Olson, Nadreau, Monarski, Kiefer. Motion carried.

CLAIMS

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

City General Claims:	\$113,098.37
Authorized/Handwritten Claims:	\$241,763.00
Department of Public Utilities:	\$118,545.53
Total of Claims Presented	<u>\$473,406.90</u>

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

CLOSED SESSION

(a) Motion by Olson/Kiefer to go into Closed Session under Sec. 19.85(1)(g) for “Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved” to discuss and consider Notice of Injury and Invoice No. 0027 (recognized by the governmental body as a Demand for Claim) and merits, procedure and strategy concerning any subsequent litigation therefrom; and to include Mayor, Council, Ferg, Bauer, Rubenzer, and Givens; may return to Open Session. Roll Call Vote: Aye – Olson, Kiefer, King, Hull, Nadreau, Ford, Monarski. Motion carried.

Council discussed the item listed above.

Motion by King/Kiefer to return to Open Session. All present voting aye, motion carried.

ADJOURNMENT

Motion by Monarski/Ford to adjourn at 7:07 pm. All present voting aye, motion carried.

Submitted by:
Bridget Givens, City Clerk

CITY COUNCIL ATTENDANCE SHEET - April 5, 2016

NAME	ADDRESS
	1804 Fern St CF
Jay Dressler	302 Superior St

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, APRIL 11, 2016 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, April 11, 2016 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer, Alderperson Paul Olson and Darrin Senn. Assistant City Engineer Rob Krejci and Tim Marko, Principal from S.E.H. were also present at the meeting.

1. **Motion** by Senn, seconded by Olson to approve the minutes of the March 21, 2016 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. Assistant City Engineer Krejci appeared and presented the attached two year agreement with Rain to Rivers for Storm Water Education and Outreach. Mr. Krejci gave some background information about the Chippewa Valley Stormwater Forum including shared educational opportunities and credits between members.
Motion by Hoffman, seconded by Rubenzer to recommend the Common Council approve the two year agreement, (signature page attached), with Rain to Rivers for Storm Water Education and Outreach for an amount of \$2,000 per year, (funded by Stormwater Utility), and to authorize Mayor Hoffman to execute the said agreement. **All present voting aye. MOTION CARRIED.**

3. Mr. Krejci explained the FEMA accreditation and de-accreditation process for Levees that came about as a result of Hurricane Katrina. The Chippewa Falls WWTP levee was a candidate for accreditation and the process started in 2010. The levee meets all criterion except the riverward bank of the levee is populated with trees up to 20 inches in diameter and vegetation. Removal would be estimated at around \$250,000. Mr. Krejci explained that should the 0.01 percent, (100 year storm), occur, the Wastewater Treatment Plant clarifiers would be flooded but that no personal property damage would occur. Using a Natural Valley model, the landward side of the levee system would be characterized as flood prone.
Motion by Hoffman, seconded by Rubenzer that the Common Council concur with using the Natural Valley modeling procedure for flood modeling and authorize Mayor Hoffman to execute the attached concurrence letter and allow the Chippewa Falls Wastewater Treatment Plant levee to become de-accredited. **All present voting aye. MOTION CARRIED.**

4. Tim Marko of S.E.H. appeared and presented the supplemental agreement for the downtown Chippewa Falls Riverfront Gateway Park phase I development. The agreement includes Project Management, (\$14,200), Construction Services, (\$74,650), Shop Drawing Review and Site Visits, (\$36,150) and Construction Soil Issues, (\$55,000). Mr. Marko gave details of the soil issues and how any contaminated soil would be handled if encountered. He stated that a pre-construction meeting was scheduled for April 18, 2016 and that Heartland Contractors was intending to start the project during the first week of May.

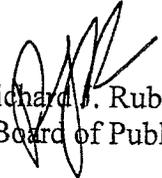
Please note, these are draft minutes and may be amended until approved by the Common Council.

Motion by Senn, seconded by Olson to recommend the Common Council approve the attached supplemental agreement for the downtown Chippewa Falls Riverfront Gateway Park phase I development at an estimated cost of \$180,000 and authorize Mayor Hoffman to execute the agreement. **All present voting aye. MOTION CARRIED**

5. Director of Public Works Rubenzer presented the attached lease of premises agreement from Zenith Tech, Inc. for utilizing outdoor space on the City garage site for a construction office and staging equipment and materials. The said agreement offer of \$350 per month includes electricity. The Board discussed what a good monthly lease agreement amount would be. The lease agreement is proposed for June 1, 2016 until August 31, 2016 during the Main Street Bridge resurfacing work.

Motion by Hoffman, seconded by Olson to recommend the Common Council approve the attached lease of premises agreement with Zenith Tech, Inc. for using City garage site space during the 2016 resurfacing of the Main Street Bridge. The said agreement for \$350 per month and for placing construction office and staging equipment and materials. Also, to authorize Mayor Hoffman to execute the agreement. **All present voting aye. MOTION CARRIED.**

6. **Motion** by Senn, seconded by Olson to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:57 P.M.


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

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, MARCH 21, 2016 – 5:30 PM**

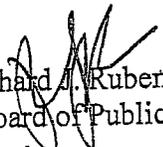
The Board of Public Works met in City Hall on Monday, March 21, 2016 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Alderperson Paul Olson. Absent was Darrin Senn. Jayson Smith, City Planner, was also present at the meeting.

1. **Motion** by Bauer, seconded by Olson to approve the minutes of the March 7, 2016 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. City Planner Jayson Smith presented the attached minutes of the March 17, 2016 Groundwater Technical Review Committee meeting including a draft of the revised City of Chippewa Falls Municipal Code Chapter 29: Wellhead Protection. He stated that revised Wellhead Protection Flow Maps for the East and West Wellfields had been previously adopted. He discussed changes that the Groundwater Technical Review Committee had made at the March 17, 2016 meeting and also contrasted existing Chapter 29 with the attached revised Chapter 29.
Motion by Rubenzer, seconded by Olson that the Common Council approve the attached revised City of Chippewa Falls Municipal Code Chapter 29 Wellfield Protection with the changes recommended by the Groundwater Technical Review Committee at its March 17, 2016 meeting. **All present voting aye. MOTION CARRIED.**

3. Director of Public Works Rubenzer presented the attached fourth revision of the State/Municipal Agreement for the Spring Street Bridge Project. He stated that this was the official document for the project award made at the January 5, 2016 Common Council meeting. The Board again discussed the history of the Spring Street Bridge.
Motion by Rubenzer, seconded by Bauer to recommend the Common Council approve the attached State/Municipal Agreement revision #4 for a State-let local bridge project at the Spring Street Bridge. Also to authorize Mayor Hoffman to execute the said agreement confirming the January 5, 2016 Common Council action awarding the Project to Zenith Tech, Inc. **All present voting aye. MOTION CARRIED.**

4. **Motion** by Olson, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:48P.M.


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

**ADDENDUM 7 TO
INTERGOVERNMENTAL AGREEMENT FOR STORM WATER EDUCATION AND OUTREACH
COORDINATION BY RAIN TO RIVERS OF WESTERN WISCONSIN (R2R)**

The City of Chippewa Falls agrees to be bound and participate in the "Intergovernmental Agreement for Storm Water Education and Outreach Coordination by Rain to Rivers of Western Wisconsin (R2R)" between Eau Claire County and Chippewa County as modified by this Addendum in the following particulars to read as follows:

"VI. LIAISONS

For Eau Claire County: Kelly Jacobs, Land Conservation Manager, Department of Planning & Development, 227 First Street West, Altoona, WI 54720, (715) 839-6226; and

For Chippewa County: Dan Masterpole, County Conservationist, Department of Land Conservation and Forest Management, 711 N. Bridge Street, Chippewa Falls, WI 54729, (715) 726-7920.

For the City of Chippewa Falls: Rob Krejci, City of Chippewa Falls Engineer, 30 W. Central Street, Chippewa Falls, WI 54729, (715) 726-2736.

VII. NOTICES

Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by registered or certified mail upon Eau Claire County to: Kelly Jacobs, Land Conservation Supervisor, Department of Planning & Development, 227 First Street, West, Altoona, WI, 54720, (715) 839-6226; and upon Chippewa County to Dan Masterpole, County Conservationist, Department of Land Conservation and Forest Management, 711 N. Bridge Street, Chippewa Falls, WI 54729, (715) 726-7920; and upon the City of Chippewa Falls to Rob Krejci, City of Chippewa Falls Engineer, 30 W. Central Street, Chippewa Falls, WI 54729, (715) 726-2736."

All other terms and conditions contained in the Agreement and associated Addendums shall remain in full force and effect unless otherwise noted.

EAU CLAIRE COUNTY BY:

Kathryn Schauf
Kathryn Schauf, County Administrator

02-05-16
Date

CHIPPEWA COUNTY BY:

Frank R. Pascarella
Frank R. Pascarella, County Administrator

1-22-16
Date

CITY OF CHIPPEWA FALLS BY:

Gregory S. Hoffman
Gregory S. Hoffman, Mayor

Date

June 12, 2015

Ms. Christine Stack
FEMA Region V Mitigation Division Director
536 South Clark Street, 6th Floor
Chicago, IL 60605

**RE: Flood Hazard Mapping Project – Chippewa County, WI
Chippewa Falls WWTP Levee**

Dear Ms. Stack:

I am writing to you on behalf of the City of Chippewa Falls in Chippewa County, Wisconsin. The City of Chippewa Falls recently was notified that FEMA is currently undertaking a Physical Map Revision to reflect the risk associated with the Chippewa Falls Waste Water Treatment Plant (WWTP) Levee on panels 566 and 567 of the Chippewa County, Wisconsin Flood Insurance Rate Maps (FIRM)s.

The Chippewa Falls WWTP Levee had been identified as a Provisionally Accredited Levee (PAL) along the Chippewa River in Chippewa County, Wisconsin and is currently indicated as such on panels 566 and 567 on the Chippewa County, WI effective Flood Insurance Rate Maps dated March 2, 2010. We understand the 24-month period under the PAL period to submit data and documentation pertaining to levee accreditation under 44 CFR 65.10 has expired and the City of Chippewa Falls does not anticipate submitting this information. We concur with FEMA moving ahead and characterizing the Chippewa Falls WWTP Levee as a non-accredited levee.

We are aware that FEMA Administrator Fugate, in a March 10, 2011 response to congressional inquiry, committed to assess the levee analysis approaches currently used to model the flood hazard risks in the areas affected by non-accredited levees on Flood Insurance Rate FIRMs. We are also aware that FEMA would temporarily halt the issuance of Letters of Final Determination (LFDs) for communities impacted by levees or levee systems which employed the current modeling approach to provide an opportunity to employ the new levee analysis techniques unless the community requested that FEMA proceed with the mapping project. The City of Chippewa Falls has determined that the appropriate modeling approach would be to show the landside area of the levee system as floodprone using the Natural Valley procedure.

The City of Chippewa Falls will review the proposed mapping for the levee system at preliminary issuance and requests that FEMA Region V continue the preparation and processing of the FIRM panels for Chippewa County and continue progressing towards issuance of preliminary and final effective FIRMs for this portion of the county.

Thank you for reviewing our inquiry. If you have additional questions concerning our request, please feel free to contact our representative, Robert Krejci, at (715)726-2736 or via email at rkrejci@chippewafalls-wi.gov.

Sincerely,

City of Chippewa Falls

cc: Lee Traeger – FEMA Region V
Stephanie Nurre - STARR

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 March 23, 2016 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Observation of Construction Services for the Downtown Chippewa Falls Riverfront Gateway Park - Phase I, more specifically detailed below.

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:

- 1. Project Management and Administration** - Provide observation of construction services by a Wisconsin-Registered Professional Engineer and administrative services for the duration of the construction, including developing contract documents, facilitate the pre-construction conference, review Application for Payments with the RPR, recommend monthly payment amounts to the City and facilitate bi-weekly progress meetings with the general contractor and City staff. **Estimated Cost (labor and expenses): \$14,200.**
- 2. Construction Services** - SEH estimates the need for two months of full-time Resident Project Representation (RPR) services (refer to Exhibit B) and 2.5 months of part-time RPR services. In order to compliment on-site RPR needs, we estimate the need for a design engineer to assist the RPR (4 hrs/week). **Estimated Cost (labor and expenses): \$74,650.**
- 3. Shop Drawing Review and Site Visits** - completed by the appropriate design professionals (electrical, landscape architecture, and structural). **Estimated Cost (labor and expenses): \$36,150.**
- 4. Construction Soil Issues** - SEH will provide on-site scientist to monitor removals, grading and utility construction encountered soils, including Project Management, necessary WDNR submittals and necessary analytical analysis. **Estimated Cost (labor and materials): \$55,000.**

Schedule: SEH has started a portion of these services with assembling the contract documents. The remaining services will be provide upon authorization of the City.

Payment: The fee is hourly, estimated to be \$180,000 including expenses and equipment. 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\cft\observation of construction services_3.22.16.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.

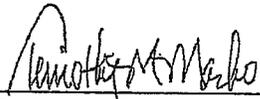
By:  _____ Date: March 23, 2016
Sr. Principal/Project Manager – Timothy M. Marko, PE

Exhibit A-1
to Supplemental Letter Agreement
Between City of Chippewa Falls (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 23, 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.

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.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

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.

r:\admin\agreements\2016\cfc\cfo\observation of construction services_3.22.16.docx

Exhibit B
to Supplemental Letter Agreement
Between City of Chippewa Falls (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 23, 2016

A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of Contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to Contractor's Work including but not limited to the agreement between Client and Contractor, the Contractor's bid, the bonds, specs, Drawings*, Field Orders*, Addenda*, clarifications, interpretations, approved Shop Drawings* and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and Contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of Shop Drawings and Samples.
 - (b) Receive Samples furnished at the site by Contractor, and notify Consultant of availability of Samples.
 - (c) Advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

- Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by Contractor and transmit to Contractor clarifications and interpretations as issued by Consultant.
 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications* and report with RPR's recommendations to Consultant. Transmit to Contractor decisions as issued by Consultant.
 8. Records:
 - (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all Work Change Directive*, Addenda, Change Orders*, Field Orders, additional Drawings* issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Change Directive Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
 9. Reports:
 - (a) Furnish Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed Change Orders and Work Change Directive, obtaining backup material from Contractor and recommend to Consultant Change Orders, Work Change Directive, and Field Orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
 10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
 12. Completion:
 - (a) Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and Contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

*All instances in this Exhibit of this capitalized term are as defined in the EJCDC form C-700, copyrighted in 2013.

r:\admin\agreements\2016\cfc\cft\exhibit b.docx

LEASE OF PREMISES

This Lease made this 06 day of April, 2016, by and between City of Chippewa Falls, located at 30 W. Central Street, Chippewa Falls, WI 54729 (the "Lessor"), and Zenith Tech, Inc.. (the "Lessee").

1. **Lease of Premises.** The Lessor, in consideration of the agreements with the Lessee set forth herein, hereby leases to the Lessee a portion of the land located at 5 Riverside Drive, Chippewa Falls, WI, for the sole purpose of operating a field office and staging equipment and materials.
2. **Term.** This Lease is for a term of 3 months, beginning June 1, 2016 and ending August 31, 2016. The term will automatically renew for successive one month periods and this Lease will continue until terminated as provided in this paragraph. Either party may terminate this lease for any reason upon 30 days written notice to the other party. The Lessee will return the premises in the same condition as at commencement, general wear and tear excepted. Electric charges for operating the field office are included in the monthly fee.
3. **Consideration.** As rent for said premises Lessee shall pay to Lessor at its office the sum of \$350.00 Dollars, payable on the first business day of each month in monthly installments of 350 Dollars, in advance and without demand in legal currency of the United States.
4. **Access of Lessor.** The Lessor will have the right to enter the Leased Premises at any time.
5. **Assignment.** This Lease is non-assignable and non-transferable.
6. **Indemnification/Hold Harmless.** Lessee agrees to indemnify and hold Lessor harmless from and against claims, damages, losses, expenses, including attorneys' fees, caused by Lessee's use of the premises.

Signed on the day and year first above written.

LESSOR:

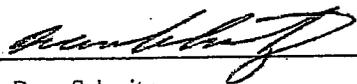
City of Chippewa Falls

BY: _____

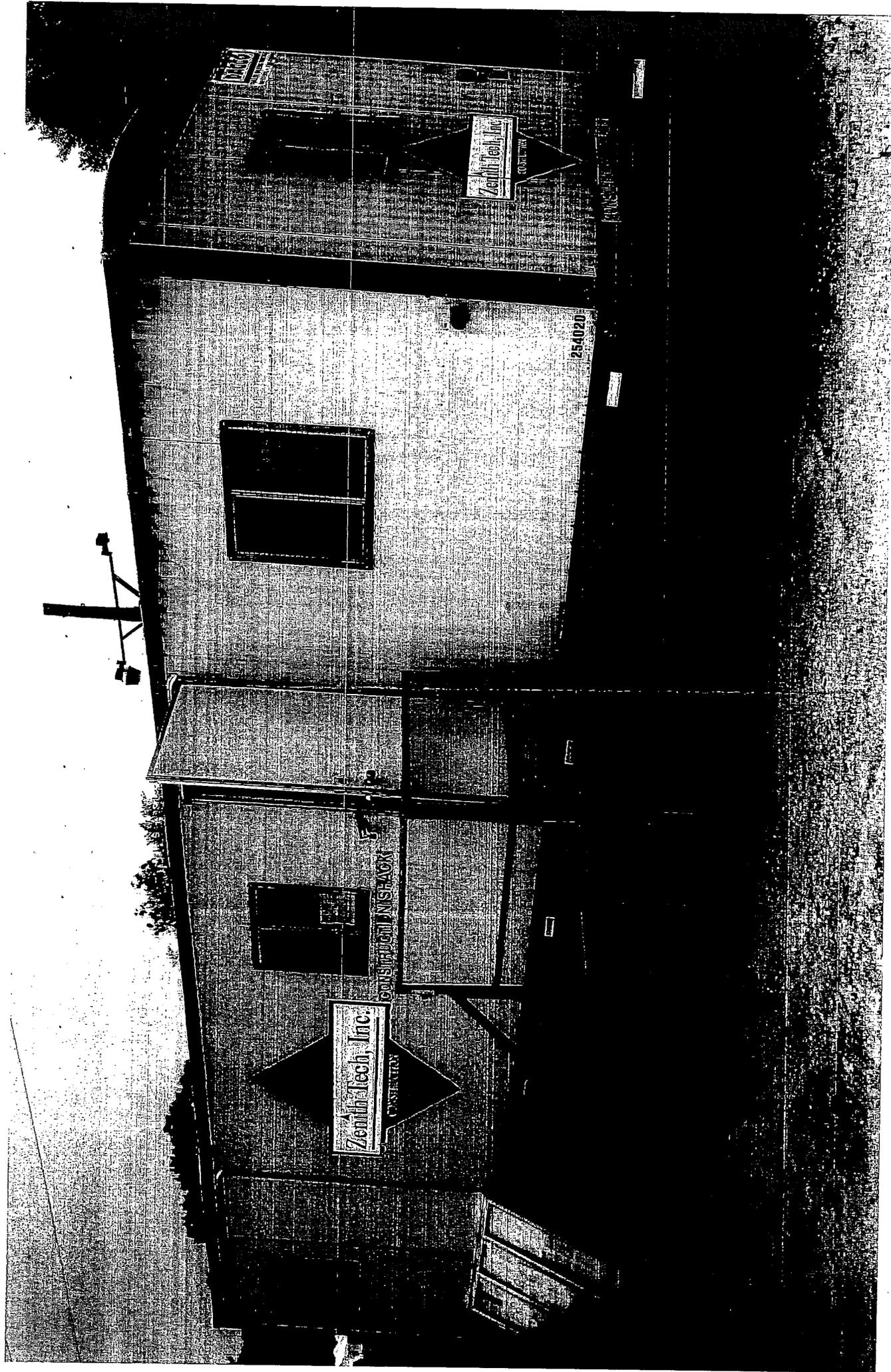
ITS: _____

LESSEE:

Zenith Tech, Inc.

BY:  _____
Dean Schmitz

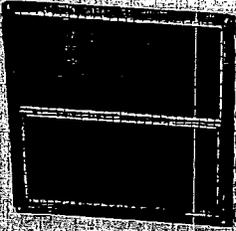
ITS: Agent _____



Zenith Tech, Inc.

Zenith Tech, Inc.
CONSTRUCTION

254020



Zenith Tech, Inc.
CONSTRUCTION

CONSTRUCTION SHACK

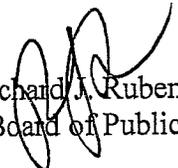
**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
THURSDAY, APRIL 14, 2016 – 3:00 PM**

The Board of Public Works met in City Hall on Thursday, April 14, 2016 at 3:00 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer and Finance Manager Lynne Bauer. Absent were Alderperson Paul Olson and Darrin Senn.

1. Motion by Hoffman, seconded by Bauer to combine Agenda Items #1-4. **All present voting aye. MOTION CARRIED.**

2. Director of Public Works Rubenzer presented the attached bid summary.
Motion by Hoffman, seconded by Bauer to recommend the Common Council accept the low bid of \$367,475.24 and award the contract for the Grand Avenue and Utility Improvement Project to Haas Sons Inc. Said award contingent on successful review and approval of all contract documents by City Attorney Ferg.
To recommend the Common Council accept the low bid of \$404,789.60 and award the contract for the Spruce Street and Utility Improvement Project to Heartland Contractors. Said award contingent on successful review and approval of all contract documents by City Attorney Ferg.
To recommend the Common Council accept the low bid of \$100,897.76 and award the contract for the Willow Street/Loffler Court and Utility Improvement Project to Monarch Paving. Said award contingent on successful review and approval of all contract documents by City Attorney Ferg.
To recommend the Common Council accept the low bid of \$184,913.60 and award the contract for the Woodward Avenue and Utility Improvement Project to A-1 Excavating. Said award contingent on successful review and approval of all contract documents by City Attorney Ferg. **All present voting aye. MOTION CARRIED.**

3. **Motion** by Rubenzer, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 3:07 P.M.


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

City of Chippewa Falls - Bid Results April 11, 2016

Project Title	Grand Avenue Street & Utility Improvement Project	Spruce Street Street & Utility Improvement Project	Willow Street/Loffler Court Street & Utility Improvement Project	Woodward Avenue Street Improvement Project
Low Bid Contractor	\$367,475.24 Haas Sons Inc	\$404,789.60 Heartland Contractors	\$100,897.76 Monarch Paving	\$184,913.60 A-1 Excavating
Number of Bids Received	3	3	4	3
Engineer Estimate	\$411,077.50	\$436,571.15	\$110,673.20	\$167,160.35
CIP/Long Range Estimate*	\$481,000	\$496,000	\$338,000**	\$230,000

* CIP Long Range Estimate include contingency and expected City costs.

** Willow Street/Loffler Court CIP Estimate reflects a change in scope.

**MINUTES OF THE PLAN COMMISSION MEETING
CITY OF CHIPPEWA FALLS
MONDAY, APRIL 11, 2016 – 6:30 PM**

The Plan Commission met in City Hall on Monday, April 11, 2016 at 6:30 P.M. Present were Commissioners Greg Misfeldt, Mike Tzanakis, Dan Varga, Beth Arneberg, Jerry Smith, Alderperson Chuck Hull, Secretary Rick Rubenzer, Vice-Chairperson Tom Hubbard and Mayor Greg Hoffman. Absent were Commissioners Dave Cihasky and Dennis Doughty. Also attending were persons listed on the attached attendance roster.

1. **Motion** by Varga, seconded by Hubbard to approve the minutes of the March 7, 2016 Plan Commission meeting. **All present voting aye. Motion carried.**

2. Paul Canfield appeared to present the attached Final Plat for Wissota Shores Phase II. Mr. Canfield thought that one to two multi-family units would be constructed per year for the next few years. Commissioner Smith asked about connecting to STH #178 using the existing approach at Lakeview Drive. Mr. Canfield stated that the extension would be long, expensive and that the developer, Two Rivers Real Estate did not own the land. Director of Public Works Rubenzer noted that turn around accommodations at the north end of the project had been added for emergency vehicles.
Motion by Hubbard, seconded by Tzanakis to recommend the Common Council approve the attached plat of Wissota Shores Phase II contingent on receipt of the \$160 review fees. **All present voting aye. Motion carried.**

3. Director of Public Works Rubenzer gave background zoning and location details for a proposed multi-tenant cell tower and equipment request from McDonell Area Catholic Schools. Shane Begley of Verizon appeared to support Conditional Use Permit Resolution No. 2016-01. He stated that Verizon had attempted to co-locate a cell antenna on the City's water tower on Westwood Drive but that it was outside the search ring. He then attempted to construct a new tower near Christensen Florist and at Our Savior's Lutheran Church. Then after again pursuing co-location on the water tower, McDonell Area Catholic Schools was negotiated with. He stated that a McDonell representative had handed out 50 flyers advertising a public information meeting which was held on January 19, 2016. No public appeared at the meeting. Mr. Begley stated that the FCC regulated all Verizon tower installations and that Verizon emissions were usually at 1/10 of the maximum allowable emission level. He noted that search rings were established to address capacity concerns. He continued that cell towers in some instances increased property values due to better cell phone and computer coverage and reception. He indicated today young families were looking for very good cell phone reception when looking for a house and that good cell phone reception was a great asset to "911" and emergency services. He also stated that the proposed location was an optimal location as far as being away from residences in the target area search ring. In response to a question about aesthetics, Mr. Begley stated that a stealth design of a tower such as a pine tree or cactus was more suited for a tower height close to sixty feet and also limited the number of vendors that could be located on a tower resulting in more overall cell towers. Mayor Hoffman opened a public hearing and invited all present to come forward, state their name and address, speak for or against the permit and keep comments to two to three minutes if possible.

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

Ryan McLaughlin of 766 Terrill Street spoke against the permit stating he was opposed to cell tower radiation effects on children in neighborhood and students at the schools. He suggested other locations for the tower.

Kevin and Kris Custer of 1215 Mansfield Street appeared and spoke against the permit. Kevin stated the proposed tower was in their backyard and was concerned about long term health effects. Why couldn't the tower be located elsewhere? He stated some countries had pulled towers away from schools and hospitals. Kris acknowledged there was a need for technology but reiterated that we don't know long time health effects. She wondered if people knew that the tower was going up at McDonell. She stated she hadn't got a flyer from McDonell and neither had her neighbors. She asked for more time to research the matter. She stated the radiation was a carcinogen and could cause brain cancer.

Dorothy Meehan of 1210 Coleman Street spoke and stated the tower was literally in her front yard and asked if it could be located further south. She stated she hadn't received any notice from McDonell.

Bill Febry of 608 Summit Avenue spoke in opposition to the permit. He stated that the west hill was a desirable place to live and wondered if aesthetics came into play. He asked when the first wind turbine would go up, where would it go up and could it be controlled. He also stated that aesthetics are important to us as a city. He stated engineers opinions can vary.

Carling McLaughlin of 766 Terrill Street spoke against the permit stating she was about raising her family in a healthy atmosphere. She requested time to get more information and look for alternatives. She asked if the project had to be done at this time.

Brenda Oire of 1101 Mansfield Street spoke against the permit. She stated FCC standards were 30 years old and considered the effects of radiation on adult males, not children. She continued that children were the most vulnerable to radio waves. She was concerned because she hadn't received notice from McDonell and had health concerns for children.

The Plan Commission debated at length considering the existing tower by the court house and what an approval, denial or no action vote meant. Shane Begley again noted that the FCC was the governing body for cell towers, stated they kept current with emissions and Verizon was only at a fraction of the allowable emission level.

Motion by Hubbard, seconded by Hull to approve Conditional Use Permit Resolution No. 2016-01 allowing McDonell Area Catholic Schools to construct a 128' high multi-tenant communication tower with supporting equipment in a 62 foot by 59 foot fenced enclosure. The Plan Commission again discussed that denying the permit would mean that McDonell Area Catholic Schools and Verizon would need to take the City to court and that most likely the City would lose the case based on State Statute 66.0404 and Act 20. By taking no action, the permit would be approved after ninety days. Mayor Hoffman requested a roll call vote. **Voting aye were Hubbard, Hull, Misfeldt, Tzanakis and Hoffman. Voting nay were Varga, Arneberg, Smith and Rubenzer. Conditional Use Permit Resolution No. 2016-01 was approved by a 5-4 vote. Motion carried.**

4. **The Plan Commission took no action** on the Conditional Use Permit petition from Hoss Bros., LLC because the proposed apartment complexes are permitted uses in the R-3A Multi-Family Residential Zoning District, which is what Parcel #22808-1722-72655002, Lot #2, Certified Survey Map No. 2655 is zoned.

5. **Motion** by Varga, seconded by Hubbard to adjourn. **All present voting aye. Motion carried.** The Plan Commission adjourned at 8:26 P.M.


Richard J. Rubenzer, P.E., Secretary
Plan Commission

PLAN COMMISSION ATTENDANCE SHEET

DATE: April 11, 2016

NAME	ADDRESS Gordon, WI 54838	COMPANY CST / NZW REPRESENTING	PHONE #	EMAIL
Shane Begley	1414 S. Country Cir		715-816-4671	Shanebegley@centurylink.net
Ryan McLaughlin	766 Terrill St 54729		715 222 6872	
BRENDA OIRE	1101 Mansfield		715-861-5460	
Carling McLaughlin	766 Terrill St. 54729		715-723-6411	cafeban@gnrcil.com
Saul Steven	1101 Mansfield St. 54729		715-944-4691	
Albert Oie	1101 Mansfield St		715-861-5460	
Jeremy Skan	14013 467 Ave		715-225-4572	
Jeffrey Maclean	1210 Coleman St		715-723-7063	
Paul Cowfield	3838 London Rd Eau Claire WI 54601	2 Rivers Park Estate	715-828-0819	Paul.cowfield@barrick.com
Kris Cuoster	1215 Mansfield St			
Kevin Cuoster	1215 Mansfield St		715-720-0820	
Ben Grayson	1235 Mansfield St		715 577 6575	
Don Febray	608 Summit Ave		715-770-0822	

**MINUTES OF THE PLAN COMMISSION MEETING
CITY OF CHIPPEWA FALLS
MONDAY, MARCH 7, 2016 – 6:30 PM**

The Plan Commission met in City Hall on Monday, March 7, 2016 at 6:30 P.M. Present were Commissioners Dave Cihasky, Greg Misfeldt, Dennis Doughty, Mike Tzanakis, Dan Varga, Beth Arneberg, Jerry Smith, Alderperson Chuck Hull, Secretary Rick Rubenzer, Vice-Chairperson Tom Hubbard and Mayor Greg Hoffman. Also attending were Max Gehler, Shane Begley, Michael Sedlacek, Tim Holden, Pete Gartman, Doug Sharpe and City Planner Jayson Smith.

1. **Motion** by Hubbard, seconded by Tzanakis to approve the minutes of the January 11, 2016 Plan Commission meeting. **All present voting aye. Motion carried.**

2. Max Gehler appeared and presented the attached preliminary plat for subdivision of a parcel located at the Northeast corner of Old Eau Claire Road and Nelson Road extended easterly. Secretary Rubenzer noted that another preliminary plat from Mr. Gehler had been submitted in 2010 but that issues had been raised with the Archeological review and wetlands. He continued that stormwater treatment and access for lot #'s 4, 5, 6 and 7 and outlot #3 were conditions of the proposed preliminary plat. He continued that a 50 foot minimum right-of-way would be required for a public street and that an easement for the existing water utility 20 inch diameter water main would be required. A private driveway would be allowed pending emergency service review. Mr. Gehler stated an Indian burial mound had detained his previous preliminary plat submittal. He proposed he would provide a cul-de-sac on outlot #3 to allow for vehicle turnaround.
Motion by Tzanakis, seconded by Hubbard to recommend the Common Council approve the attached preliminary plat for Gehler Estates contingent on:
 - 1) Submission and approval of a stormwater management plan.
 - 2) Dedication of a minimum 50 foot wide public right-of-way for the Easterly extension of Nelson Road unless a private drive is utilized.
 - 3) Inclusion of a forty foot wide easement on the easterly extension of Nelson Road for an existing water main.
 - 4) A favorable review and approval of a private drive to serve lot #'s 4, 5, 6 and 7 and outlot #3 from Chippewa Falls Emergency Services (Fire and Police).
 - 5) Receipt of the \$100 Plat review fee plus \$10 per lot.**All present voting aye. Motion carried.**

3. Pete Gartman appeared to present the attached preliminary plat for Steve Frazier in the Town of Lafayette. Mr. Gartman stated that the Town of Lafayette had previously rezoned the parcel from R-3 to R-2 and R-1 and that the subdivision would be served with private sanitary sewer and water services. Secretary Rubenzer noted that the City had extraterritorial plat review for this plat but that Chippewa County had agreed to do the stormwater review plan for this project.
Motion by Hubbard, seconded by Varga to recommend the Common Council approve the attached preliminary plat for Steve Frazier in the Town of Lafayette contingent on:
 - 1) Submission and approval of a stormwater management plan.
 - 2) Receipt of the \$100 Plat review fee plus \$10 per lot.**All present voting aye. Motion carried.**

4. The Plan Commission considered a Certified Survey Map from Chippewa Surveying for subdivision of a parcel in Emmerton's Addition. The parcel is located at the West dead end of Dover Street. The remnant of the parcel being subdivided will have frontage on Westwood Drive. Potential owner, Michael Sedlacek was present and stated he planned to build a new house on the subdivided parcel. The

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

new house would be served by Chippewa Falls public utilities.

Motion by Smith, seconded by Hubbard to recommend the Common Council approve the attached Certified Survey Map from Chippewa Surveying for subdivision of a parcel and creation of Lot #1 in Emmerton's Addition in the City of Chippewa Falls. Said approval contingent on:

- 1) Submission and approval of a stormwater management plan.
- 2) Receipt of the \$100 Certified Survey review fee.

All present voting aye. Motion carried.

5. Shane Begley of Begley Wireless Consulting Services, LLC appeared on behalf of McDonell Area Catholic Schools and Verizon Wireless to support the attached petition for a Conditional Use Permit to construct a 128 ft. tall multi-tenant monopole communication tower and a 60' x 80' fenced compound at the West edge of the McDonell High School parking lot. Mr. Begley stated that he had attempted to get the cellular communication antennae mounted on the City of Chippewa Falls water tower on Westwood Drive which is approximately 1100' from and 3' (base elevation), higher than the proposed McDonell location. Verizon indicated that the tower was outside the search ring. Mr. Begley stated that he had proposed Christenson Florist and Our Savior's Lutheran Church as potential other locations in the search ring but both proposed locations didn't work out. He indicated that height wasn't as important in this location as was being able to meet capacity concerns at the schools in the vicinity. Secretary Rubenzer stated he had met with Attorney Ferg to discuss the application of state statute 66.0404 created in 2013 by the Wisconsin Legislature. The effect of the law was to severely limit local governments from regulating cell tower installations. Heights under 200 feet, aesthetics and collapse zones cannot be used as reasons to deny proposed cell tower locations. The applicant can, however, be asked to provide evidence why collocation on an existing structure can't be done. Secretary Rubenzer stated he didn't think it was fair or right that residents in existing neighborhoods didn't appear to have much say or control in placement of a proposed cell tower but that the argument would have to be made with the legislature. Verizon RF Engineer Mustafa Siamof provided a sworn statement saying the utility water tower was not in the search ring for the proposal. The Plan Commission discussed the aesthetics of the existing tower next to the County Sheriff's Office and jail and the need for better cell reception at Chi Hi, McDonell, Chippewa Falls Middle School and Notre Dame Middle School. Also, the ability to request additional information was discussed. Mr. Begley noted that McDonell Area Catholic Schools had already signed a contract to place a tower at the proposed location and the Verizon had spent roughly three quarters of a million dollars to get the cell tower application for its proposed location. **Motion** by Cihasky, seconded by Tzanakis to conduct a public hearing to consider a request from McDonell Area Catholic Schools to construct a 128 ft. tall multi-tenant monopole communication tower and a 60' x 80' fenced compound at the West edge of the McDonell High School parking lot. Said public hearing to be scheduled contingent on:

- 1) Receipt of the \$300 advertising and processing fee.
- 2) Receipt of the search ring data for the proposal by March 21, 2016.
- 3) Proper notification of adjacent property owners.

All present voting aye. Motion carried.

6. **Motion** by Hubbard, seconded by Varga to adjourn. **All present voting aye. Motion carried.** The Plan Commission adjourned at 7:30 P.M.


Richard J. Rubenzer, P.E., Secretary
Plan Commission

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

**RESOLUTION FOR A CONDITIONAL USE PERMIT
FOR A MULTI-TENANT COMMUNICATION TOWER AND SUPPORTING EQUIPMENT
LOCATED AT #1316 BEL AIR BOULEVARD**

WHEREAS, on, March 7, 2016, the Plan Commission received a Conditional Use Permit application for construction of a 128' high multi-tenant cellular communication tower and supporting equipment in an approximate 62 foot by 59 foot fenced enclosure from McDonell Area Catholic Schools; and

WHEREAS, the Plan Commission, at its March 7, 2016 meeting, requested the following items be addressed or submitted in addition to the original submittal:

- a) Submittal of the search ring data and analysis for the proposed location; and

WHEREAS, the property at #1316 Bel Air Boulevard is presently zoned P-1 Public and Institutional District; and

WHEREAS, McDonell Area Catholic Schools has submitted engineering drawings (available for inspection in the City Engineer's Office); and

WHEREAS, the Plan Commission has evaluated the request of McDonell Area Catholic Schools to place a 128' high multi-tenant cellular communication tower and supporting equipment in an approximate 62 foot by 59 foot fenced enclosure located at #1316 Bel Air Boulevard; and

WHEREAS, the Plan Commission finds the following facts in regard to this Conditional Use Permit Application:

- 1) The search ring data submitted shows that colocation on the City water tower at 707 Westwood Drive is not feasible.
- 2) The application is deemed substantially complete as per Wisconsin state statute 66.0404; and

WHEREAS, the Plan Commission conducted a public hearing and heard all interested parties about this request on Monday, April 11, 2016, after publication of a Class 2 legal notice and mailing of said notice to adjacent property owners, as required by Chapter 17.47 (5) of the Code of Ordinances of the City of Chippewa Falls, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED BY THE PLAN COMMISSION OF THE CITY OF CHIPPEWA FALLS, WISCONSIN pursuant to Chapters 17.35 (6) (h) and 17.47 of the Code of Ordinances of the City of Chippewa Falls, that the Conditional Use Permit for McDonell Area Catholic Schools located at #1316 Bel Air Boulevard be granted under the following conditions:

C.U.P. RESOLUTION NO. 2016-01

- a) That structural plans and record drawings for the tower and the building that have been drafted and sealed by a professional engineer be supplied to appropriate departments for review and approval.
- b) That the tower structural height be 128 feet.
- c) The proposed tower and equipment building shall be constructed according to the attached complete set of approved plans and specifications. The complete set of approved plans and specifications is part of this permit and full size copies will be available for inspection in the offices of the City Engineer and City Inspector.
- d) The proposed tower shall maintain a galvanized steel finish or other neutral color.
- e) No advertising materials or other signage shall be permitted on the proposed tower. Weather, warning and equipment signage is not prohibited.
- f) The proposed tower shall meet or exceed current regulations or standards of the Federal Communications Commission (FCC), the Federal Aviation Administration (FAA) and any other agency of the State or Federal Government with the authority to regulate towers and antennae.
- g) That the monopole tower be enclosed in an approximate sixty-two foot (62') by fifty-nine foot (59') fenced enclosure.
- h) That provisions for two (2) additional cellular vendors on the tower be allowed.
- i) If the tower becomes abandoned, the most recent owner shall have six (6) months to remove the structure, base and compound and restore the site. If said removal is not done, the City may cause the said removal and restoration work to be done and be charged to the property owner as a lien against their property.
- j) That said permit and contracts be subject to the review of the City Attorney.
- k) Except as specifically provided herein, all regulations of the City Zoning Code shall apply.
- l) This permit shall become null and void upon application for any variance from Code requirements.
- m) Chapter 17.47 (12) shall apply and this permit shall lapse if construction has not commenced within one year.
- n) Chapter 17.47 (13) shall apply and this permit shall terminate if the use for which this permit is issued shall cease for a continuous two year period.
- o) Modifications or changes to this permit may be made only by the Plan Commission after an application for an amendment has been duly filed and notices and hearing requirements have been complied with.

MOTION: Hubbard

SECONDED: Hull

I hereby certify that the Plan Commission of the City of Chippewa Falls, Wisconsin, adopted the above Resolution on April 11, 2016, by a vote of 5 ayes, 4 nays, and 0 abstentions.


Richard J. Rubenzer, P.E., Secretary
Plan Commission

Edge
 Consulting Engineers, Inc.
 981 W. C. Street
 P.O. Box 1000, Waukegan, WI 53191
 847.477.1000
 www.edgeinc.com

verizon wireless
 1919 WOODFIELD ROAD
 SUITE 1400
 SCHLAUBURG, IL 60173

MERIDIAN
 SURVYING, LLC
 18774 Prudence I
 Menasha, WI 54952
 Office: 920-953-0081
 Fax: 920-273-8037

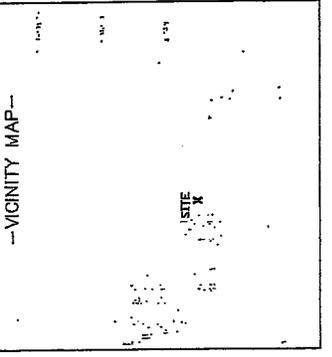
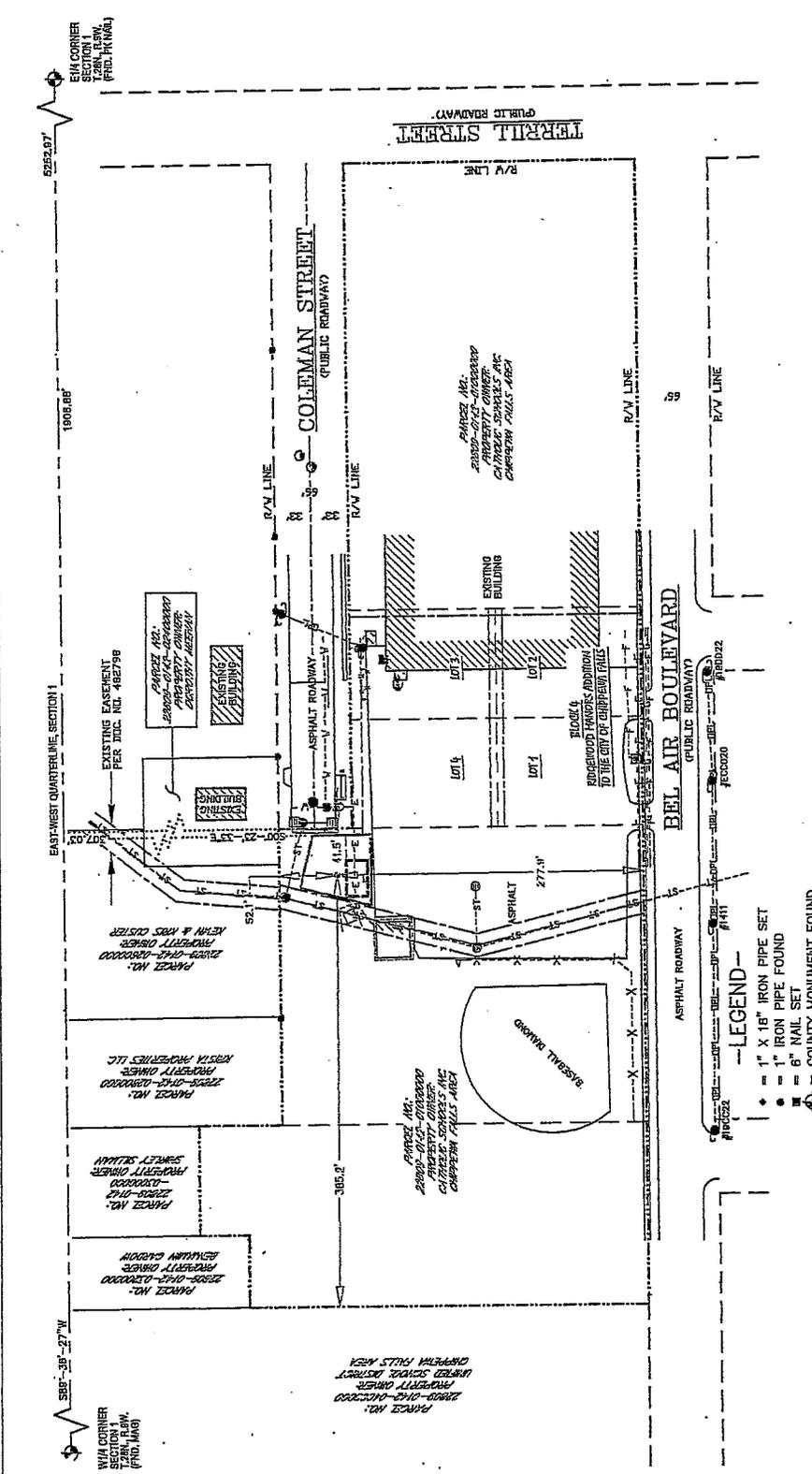
SURVEYED FOR:
 ST. PAUL ST.
 288398
 BEL AIR BLVD.
 CHIPPEWA FALLS, WI 54729

PROPERTY OWNERS:
 CATHOLIC SCHOOLS INC.
 CHIPPEWA FALLS AREA
 1316 BEL AIR BLVD.
 CHIPPEWA FALLS, WI 54729

LEASE EXHIBIT
 FOR
 VERIZON WIRELESS PERSONAL
 COMMUNICATIONS LP 4/6/10 VERIZON WIRELESS
 BEING A PART OF THE NW 1/4 OF THE
 SE 1/4 SECTION 1, T.28N., R.9W., CITY
 OF CHIPPEWA FALLS, CHIPPEWA
 COUNTY, WISCONSIN

NO.	DATE	DESCRIPTION	BY
1	8/23/15	Final Survey	J.E.
2	11/12/15	Revised Lease Area	J.E.

DRAWN BY:	J.E.	FIELD WORK DATE:	8-11-15
CHECKED BY:	C.A.K.	FIELD BOOK:	14-33 P.56
JOB NO.:	B159	SHEET	1 OF 4



LEGEND

- 1" x 16" IRON PIPE SET
- 1" IRON PIPE FOUND
- 6" NAIL SET
- COUNTY MONUMENT FOUND
- EXISTING POWER POLE
- ELECTRIC METER
- TELEPHONE PEDESTAL
- FIBER OPTIC VAULT
- GAS METER
- FIRE HYDRANT
- MANHOLE
- STORM INLET (ROUND)
- STORM INLET (SQUARE)
- STORM MANHOLE
- SANITARY SEWER
- WOOD POST
- OVERHEAD ELECTRIC
- STORM SEWER
- BURIED GAS
- BURIED FIBER OPTIC
- BURIED MAIN
- WATER MAIN
- PROPERTY LINE

GRAPHIC SCALE
 1 inch = 100 ft.

Dated this _____ day of _____, 2016.

SURVEYOR'S CERTIFICATE
 I, Craig A. Marsh, hereby certify that none of the property described herein is within a flood plain as defined by FEMA.

WISCONSIN PROFESSIONAL LAND SURVEYOR
 Craig A. Marsh, B-2533

Edge
 Consulting Engineers, Inc.
 8814 W. 12th Street
 Milwaukee, WI 53227
 (414) 437-1800
 www.edge-engineers.com

verizon/wireless
 1516 WOODFIELD ROAD
 SUITE 1400
 SCHWAUMBURG, IL 60173

MERIDIAN
 SURVEYING, L.L.C.
 18774 Phoenicia
 Wauwatosa, WI 53226
 Phone: 920-895-0881
 Fax: 920-272-8837

SITE NAME: ST. PAUL ST.
 SITE NUMBER: 2983906
 SITE ADDRESS: BEL AIR BLVD.
 CHIPPEWA FALLS, WI 54729

PROPERTY OWNER:
 CATHOLIC SCHOOLS INC.
 CHIPPEWA FALLS AREA
 1316 BEL AIR BLVD.
 CHIPPEWA FALLS, WI 54729
 PARCEL NO.: 22809-0142-01000000
 ZONED: P1-PUBLIC
 DEED: DOCUMENT NO. 748285

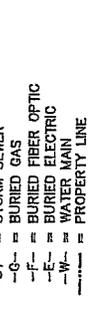
LEASE EXHIBIT
 FOR
 VERIZON WIRELESS PERSONAL
 COMMUNICATIONS LP d/b/a VERIZON WIRELESS
 BEING A PART OF THE NW 1/4 OF THE
 SE 1/4, SECTION 1 T28N, R10W, CITY
 OF CHIPPEWA FALLS, CHIPPEWA
 COUNTY, WISCONSIN

NO.	DATE	DESCRIPTION	BY
2	11/12/15	Revised Lease Area	LB
1	9/23/15	Final Survey	LB

DATE	FIELD WORK	DATE	FIELD BOOK	SHEET	OF
08/11/15	8-11-15			2	4

- LEGEND**
- 1" x 18" IRON PIPE SET
 - 6" IRON PIPE FOUND
 - 6" NAIL SET
 - COUNTY MONUMENT FOUND
 - ▣ EXISTING POWER POLE
 - ⊕ ELECTRIC METER
 - ⊕ TELEPHONE PEDESTAL
 - ⊕ FIBER OPTIC VAULT
 - ⊕ GAS METER
 - ⊕ FIRE HYDRANT
 - MANHOLE
 - STORM INLET (ROUND)
 - STORM INLET (SQUARE)
 - STORM MANHOLE
 - SANITARY SEWER
 - WOOD POST
 - OVERHEAD ELECTRIC
 - STORM SEWER
 - BURIED GAS
 - BURIED FIBER OPTIC
 - BURIED ELECTRIC
 - WATER MAIN
 - PROPERTY LINE

OP- OVERHEAD ELECTRIC
 ST- STORM SEWER
 G- BURIED GAS
 F- BURIED FIBER OPTIC
 E- BURIED ELECTRIC
 W- WATER MAIN
 P- PROPERTY LINE

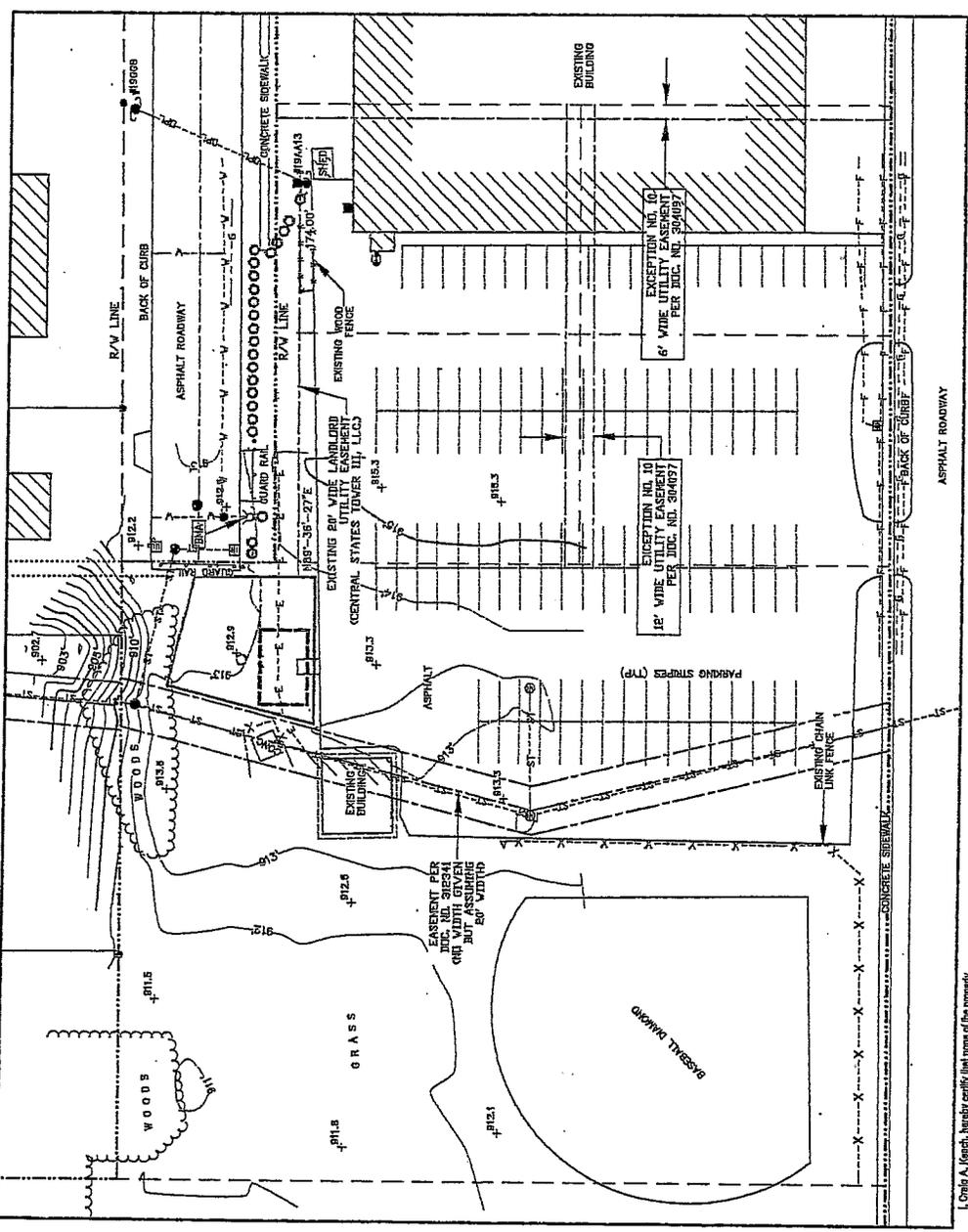


ALL DIMENSIONS INCLUDING TOLL FREE
 SERVICE ARE PER
 VERIZON WIRELESS
 PERSONAL COMMUNICATIONS LP
 D/B/A VERIZON WIRELESS

WETLAND NOTE
 THE PRESENCE AND LOCATION OF WETLANDS HAS
 BEEN DETERMINED ON THIS PROPERTY. WETLANDS
 HAVE BEEN DELINEATED AND IDENTIFIED BY
 DELINEATION PERFORMED BY A QUALIFIED WETLAND
 SPECIALIST.

SURVEY NOTES:
 THE LOCATION OF THE EXISTING UTILITIES AS SHOWN ON THIS
 PLAN, ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY
 OF THE CONTRACTOR TO VERIFY ACTUAL LOCATION AND DEPTH OF
 ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT
 BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE
 LOCATION SHOWN.

THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL. THIS
 SURVEY REPRESENTS THE LEASE AREA AND EASEMENTS ONLY.
 PRIVATE UTILITIES MARKED ON 9-28-2015 BY PRIVATE LINE,
 INC. EX221 STATE ROAD "181" IOLA, WI 54945



BENCHMARK INFORMATION
 SITE BENCHMARK (BM 1)
 TOP OF BURY BOLT ON FIRE HYDRANT
 ELEVATION: 816.13

GRAPHIC SCALE
 1 inch = 50 ft.

SURVEYOR'S CERTIFICATE
 I, Craig A. Kensch, hereby certify that some of the property
 described herein is within a flood plain as defined by FEMA.

I, Craig A. Kensch, Professional Land Surveyor
 of Meridian Surveying, L.L.C., certify that I have surveyed the
 described property and that the map shown is a true and accurate
 representation thereof to the best of my knowledge and belief.

Dated this _____ day of _____, 2015.

WISCONSIN PROFESSIONAL LAND SURVEYOR
 Craig A. Kensch, B-2433

SURVEYED FOR:

Edge
 Consulting Engineers, Inc.
 635 West Street
 Appleton, WI 54912
 920-893-0891
 www.edge-engineers.com

SURVEYED FOR:

verizonwireless
 1615 WOODFIELD ROAD
 SCHALMERSBURG, IL 60173

MERIDIAN
 SURVEYING, LLC
 18774 Friesland 1
 Menasha, WI 54952
 920-893-0891
 Office Fax 920-273-0337

SITE NAME: ST. PAUL ST.
 SITE NUMBER: 298396
 SITE ADDRESS: BEL AIR BLVD.
 CHIPPEWA FALLS, WI 54729

PROPERTY OWNER:
 CATHOLIC SOCIAL SERVICING,
 CHIPPEWA FALLS, WISCONSIN
 1315 BEL AIR BLVD.
 CHIPPEWA FALLS, WI 54729
 PARCEL NO.: 22808-0142-01000000
 ZONED: P1-PUBLIC
 DEED: DOCUMENT NO. 749285

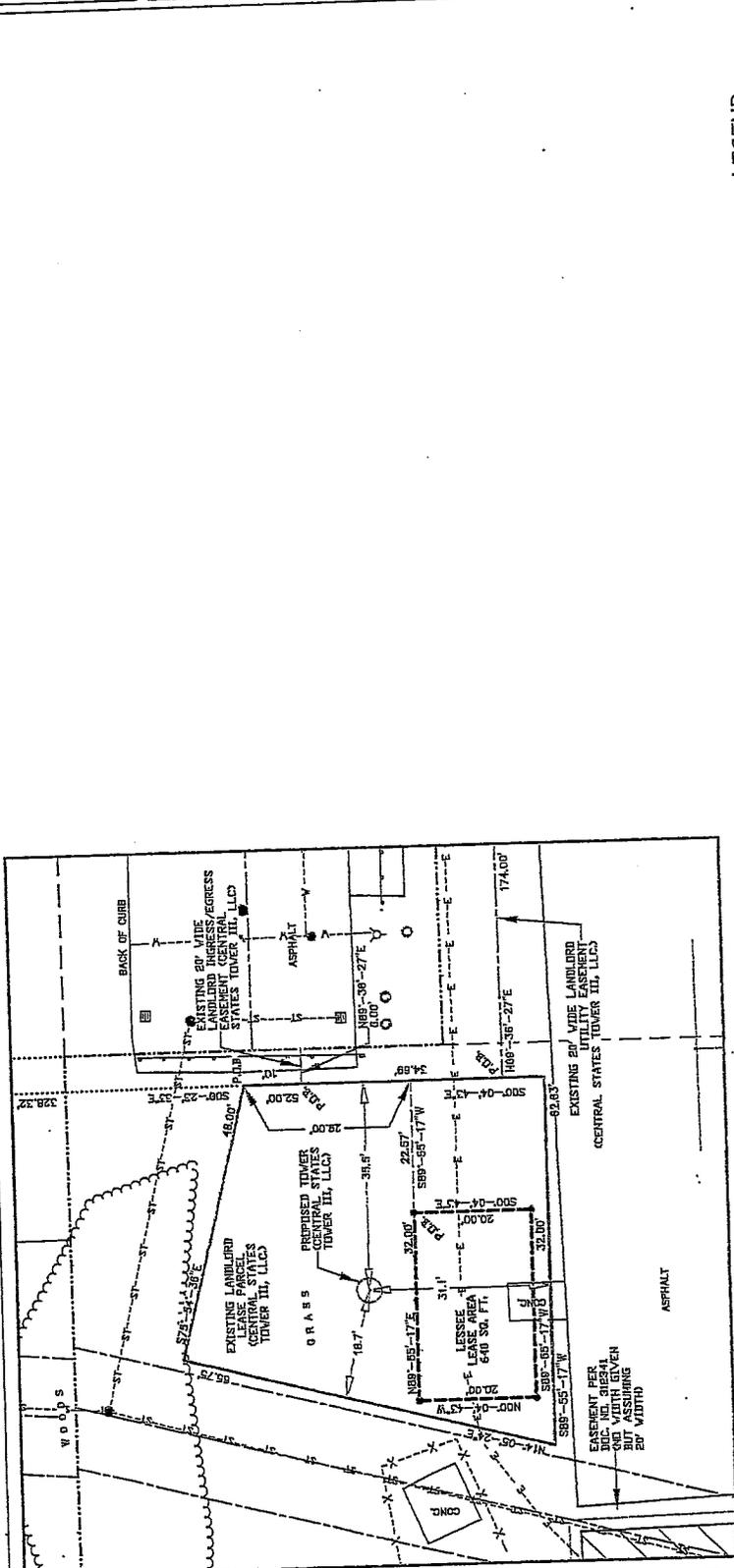
LEASE EXHIBIT FOR
 VERIZON WIRELESS PERSONAL
 COMMUNICATIONS LP 475% VERIZON WIRELESS
 BEING A PART OF THE NW 1/4 OF THE
 SE 1/4, SECTION 1, T.28N, R.9W, CITY
 OF CHIPPEWA FALLS, CHIPPEWA
 COUNTY, WISCONSIN

NO.	DATE	DESCRIPTION
1	11/22/15	Revised Lease Area
2	8/23/16	Preliminary Survey
3		
4		
5		
6		
7		
8		
9		
10		

DATE	BY	FIELD WORK DATE
02/18/16	J.B.	8-11-15

CHECKED BY	C.A.K.	FIELD BOOK	M-33, P.666
J.B.			

JOB NO.	SHEET	3 OF 4
8158		



- LEGEND—
- = 1" X 1/8" IRON PIPE SET
 - = 1" IRON PIPE FOUND
 - = 6" NAIL SET
 - = COUNTY MONUMENT FOUND
 - = EXISTING POWER POLE
 - = ELECTRIC METER
 - = TELEPHONE PEDESTAL
 - = FIBER OPTIC VAULT
 - = GAS METER
 - = PRE HYDRANT
 - = MANHOLE
 - = STORM INLET (ROUND)
 - = STORM INLET (SQUARE)
 - = STORM MANHOLE
 - = SANITARY SEWER
 - = WOOD POST
 - = OVERHEAD ELECTRIC
 - ST- = STORM SEWER
 - G- = BURIED GAS
 - F- = BURIED FIBER OPTIC
 - E- = BURIED ELECTRIC
 - W- = WATER MAIN
 - - - = PROPERTY LINE



I, Craig A. Kesch, hereby certify that none of the property described herein is within a flood plain as defined by FEMA.

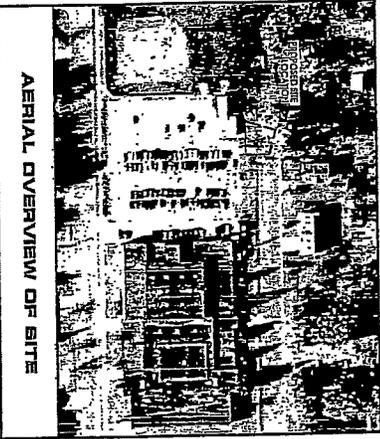
SURVEYOR'S CERTIFICATE
 I, Craig A. Kesch, Professional Land Surveyor of Wisconsin, do hereby certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this _____ day of _____, 2015.

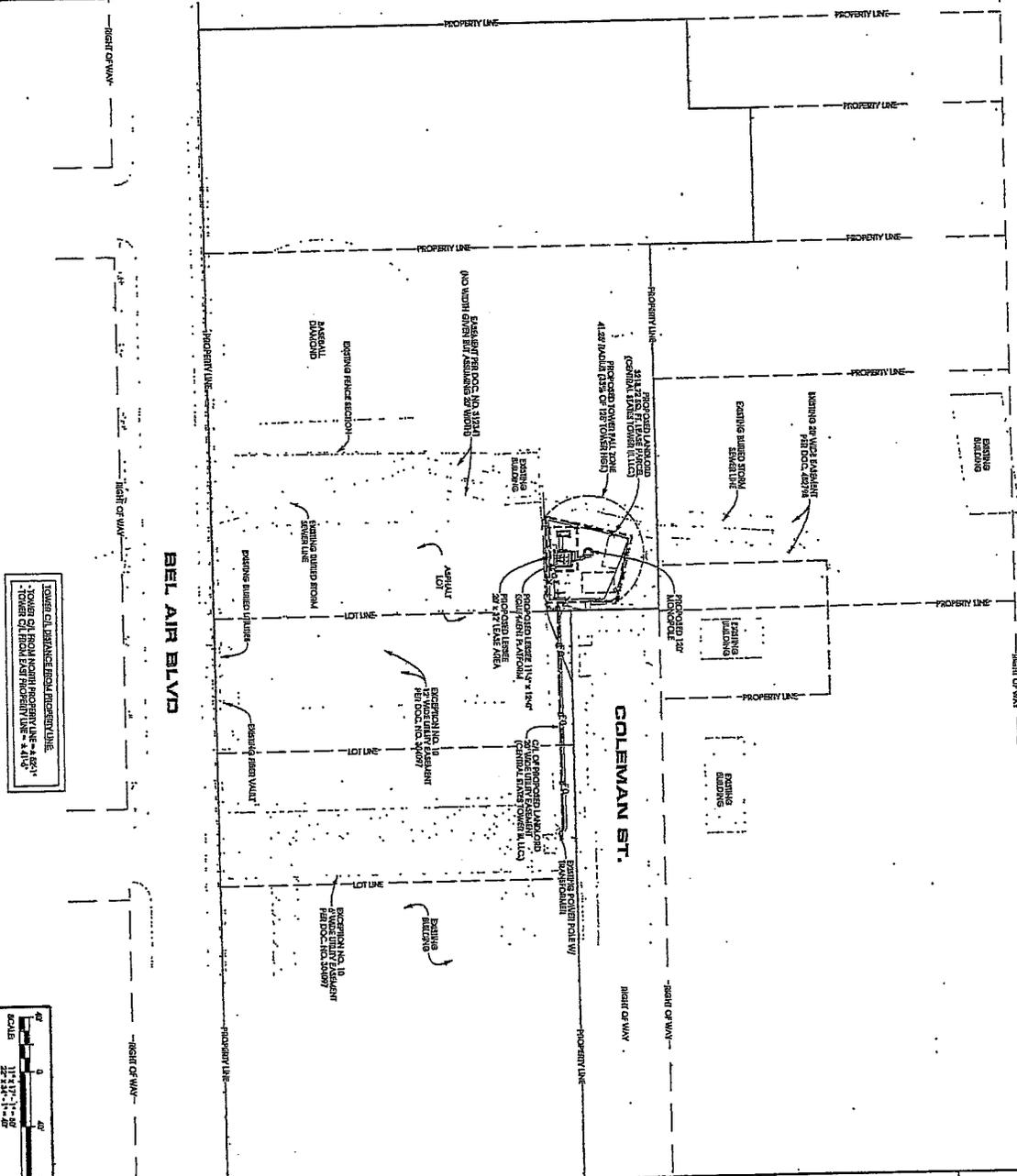
WISCONSIN PROFESSIONAL LAND SURVEYOR
 Craig A. Kesch, B-2383



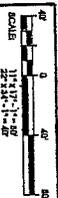
NOTE:
 FIBER COORDINATION IS NOT COMPLETE (PENDING FIBER CONTRACT).
 PRIOR TO CONSTRUCTION, CONTACT DESIGNER FOR UPDATE.



AERIAL OVERVIEW OF SITE



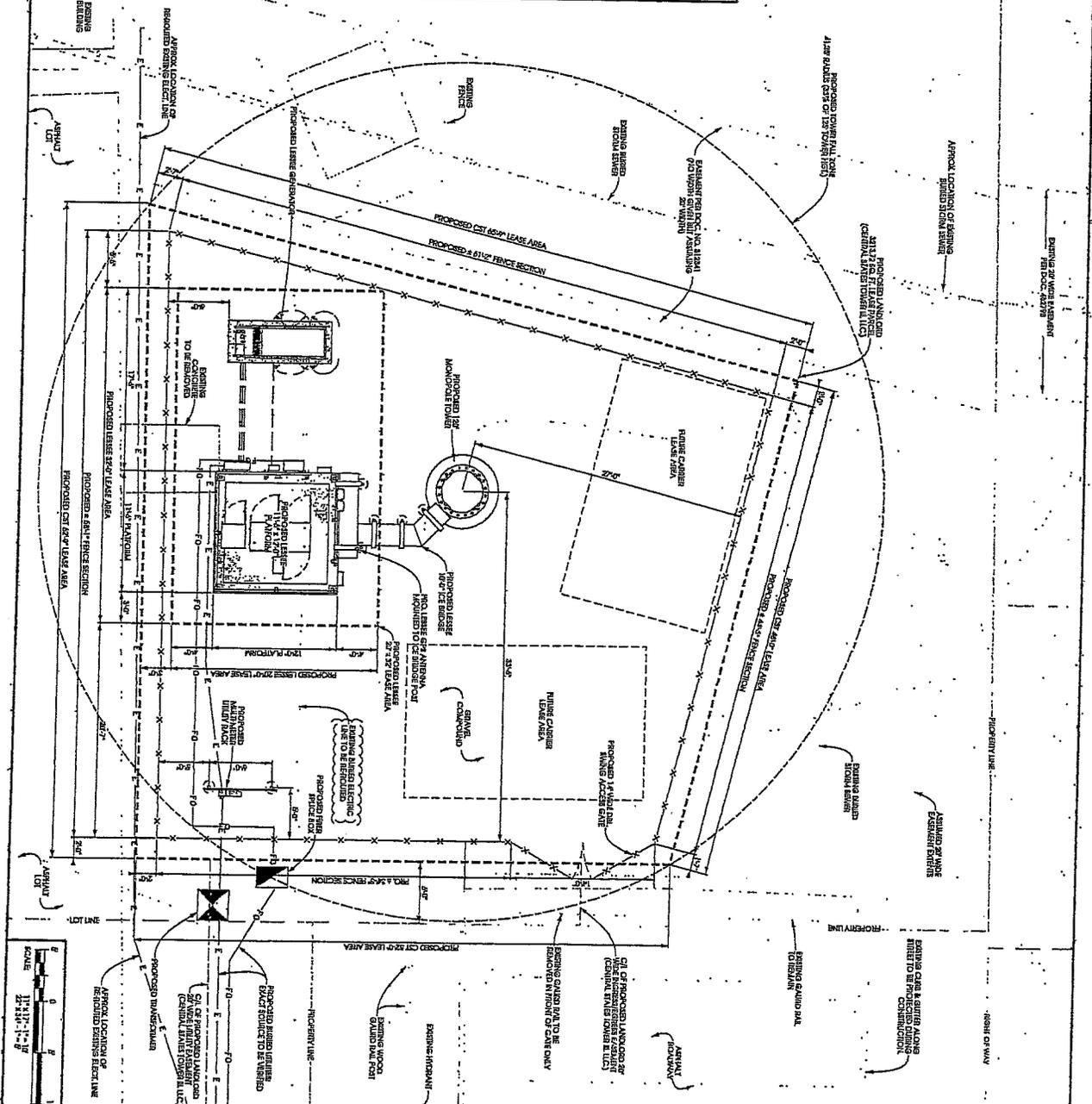
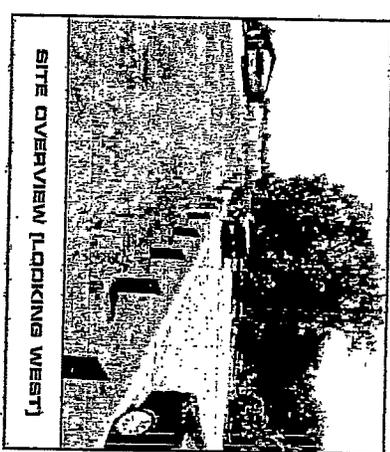
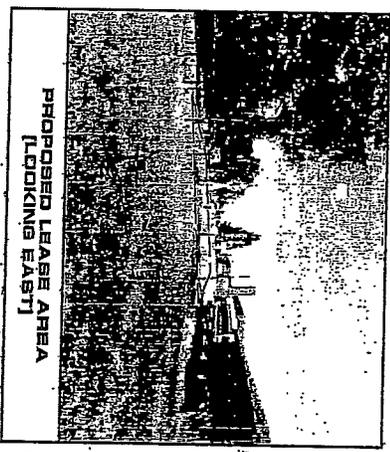
LOWER GIL BURNING BRUSH PROPERTY LINE
 - TOWER 50' FROM NORTH PROPERTY LINE - 4.82' -
 - TOWER 50' FROM SOUTH PROPERTY LINE - 4.19' -



SITE PLAN
ST. PAUL ST. [298396]
CHIPPEWA FALLS, WISCONSIN

Edge
 Consulting Engineers, Inc.
 638 Wickes Street
 P.O. Box 1449
 Chippewa Falls, WI 54926
 715.844.1549
 www.edgeconsulting.com

NO.	REVISIONS	DATE
1	ISSUE FOR PERMIT	10/20/11
2	ISSUE FOR PERMIT	10/20/11
3	ISSUE FOR PERMIT	10/20/11
4	ISSUE FOR PERMIT	10/20/11
5	ISSUE FOR PERMIT	10/20/11
6	ISSUE FOR PERMIT	10/20/11
7	ISSUE FOR PERMIT	10/20/11
8	ISSUE FOR PERMIT	10/20/11
9	ISSUE FOR PERMIT	10/20/11
10	ISSUE FOR PERMIT	10/20/11



PROPOSED LEASE AREA	1.00
PROPOSED 20' MONOPOLE TOWER	1.00
PROPOSED 6\"/>	

COMPOUND PLAN
ST. PAUL ST. [298396]
CHIPPEWA FALLS, WISCONSIN

Edge
 Consulting Engineers, Inc.
 624 Walker Street
 P.O. Box 400
 Chippewa Falls, WI 54622
 715.735.1100
 www.edgeinc.com

NOTES:

1. ALL TYPICAL GRANULAR MATERIAL AND NET OR POLYESTER FIBER MESH SHALL BE CONFORMING TO THE SPECIFICATIONS OF THE NATIONAL ASSOCIATION OF STATE HIGHWAY DEPARTMENTS (NASH) AND THE NATIONAL ASSOCIATION OF STATE COLLEGE ROAD DEPARTMENTS (NASCD). ALL MATERIALS SHALL BE TESTED AND APPROVED BY THE STATE ENGINEER OF WISCONSIN PRIOR TO CONSTRUCTION. ALL MATERIALS SHALL BE TESTED AND APPROVED BY THE STATE ENGINEER OF WISCONSIN PRIOR TO CONSTRUCTION. ALL MATERIALS SHALL BE TESTED AND APPROVED BY THE STATE ENGINEER OF WISCONSIN PRIOR TO CONSTRUCTION.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ACCESS TO THE DRIVE AND FOR PROVIDING TEMPORARY ACCESS TO THE DRIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ACCESS TO THE DRIVE AND FOR PROVIDING TEMPORARY ACCESS TO THE DRIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ACCESS TO THE DRIVE AND FOR PROVIDING TEMPORARY ACCESS TO THE DRIVE.

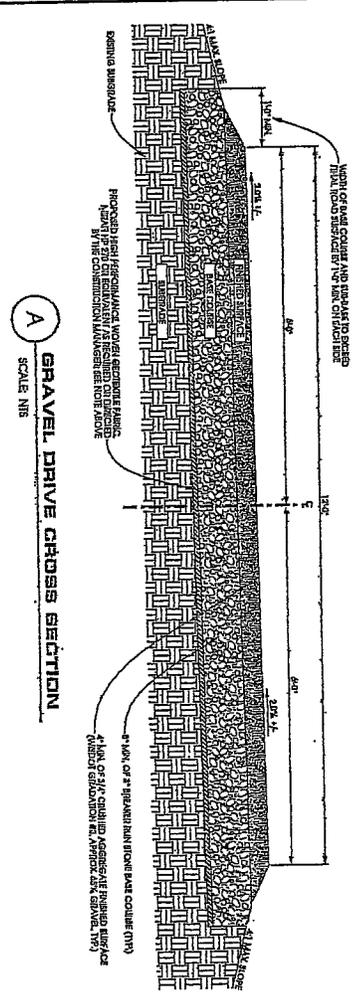
3. CONSULT GEOTECHNICAL REPORT FOR SPECIFIC RECOMMENDATIONS TO THESE DETAILS.

GRAVEL DRIVE REQUIREMENTS:

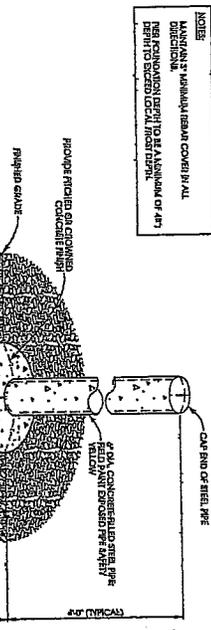
THE THICKNESS OF GRAVEL ACCESS DRIVE SHALL BE DETERMINED BASED ON THE SOIL CONDITIONS AND THE DESIGN SPEED OF THE DRIVE. THE THICKNESS OF GRAVEL ACCESS DRIVE SHALL BE DETERMINED BASED ON THE SOIL CONDITIONS AND THE DESIGN SPEED OF THE DRIVE. THE THICKNESS OF GRAVEL ACCESS DRIVE SHALL BE DETERMINED BASED ON THE SOIL CONDITIONS AND THE DESIGN SPEED OF THE DRIVE.

FINISH ELEVATION	DESIGN SPEED (MPH)	GRAVEL THICKNESS (IN)
3.200	15	12
3.200	20	18
3.200	25	24

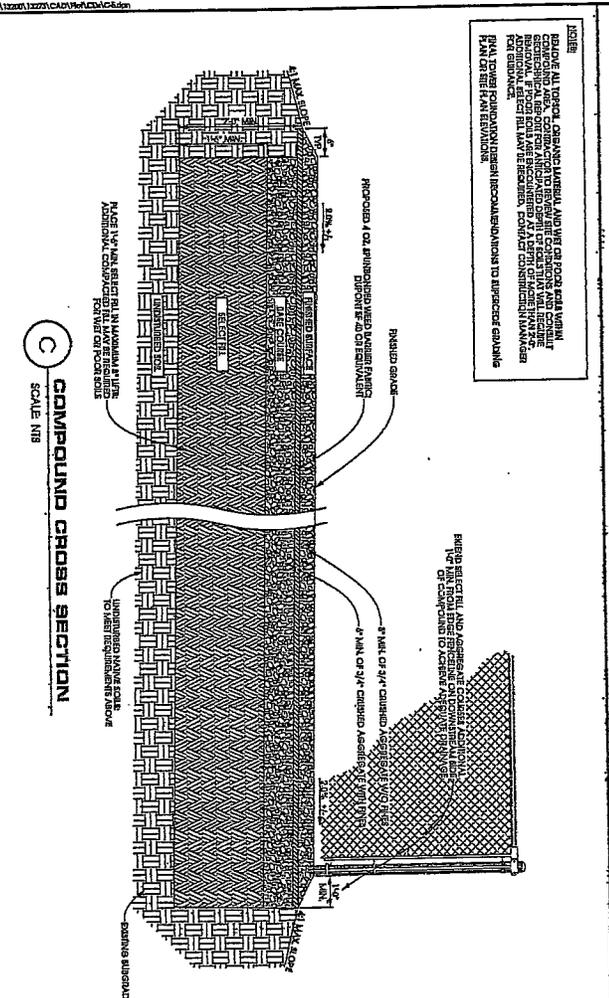
FROM THE ABOVE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ACCESS TO THE DRIVE AND FOR PROVIDING TEMPORARY ACCESS TO THE DRIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ACCESS TO THE DRIVE AND FOR PROVIDING TEMPORARY ACCESS TO THE DRIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ACCESS TO THE DRIVE AND FOR PROVIDING TEMPORARY ACCESS TO THE DRIVE.



A GRAVEL DRIVE CROSS SECTION
SCALE: NIS



B PIPE BOLLARD DETAIL
SCALE: NIS



C COMPOUND CROSS SECTION
SCALE: NIS

THIS SPACE INTENTIONALLY LEFT BLANK

REVISION	DATE	BY	CHKD
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

CONSTRUCTION DETAILS
ST. PAUL ST. [298396]
CHIPPEWA FALLS, WISCONSIN

Edge
Consulting Engineers, Inc.
624 Water Street
P.O. Box 1449
60864-1449
www.edgeinc.com



SITE OVERVIEW
LOOKING WEST FROM COLEMAN STREET



PROPOSED LEASE AREA
LOOKING EAST FROM PLAYGROUND



PROPOSED LEASE AREA
LOOKING NORTH FROM PARKING LOT



POWER POLE #19AA13
LOOKING EAST ALONG COLEMAN STREET

SITE PHOTOS
ST. PAUL ST. [293396]
CHIPPEWA FALLS, WISCONSIN

Edge
Consulting Engineers, Inc.
624 Water Street
P.O. Box 148
Chippewa Falls, WI 53576
608.644.1489 voice
608.644.1549 fax
www.edgeconsult.com

NO.	DESCRIPTION	DATE
1	PRELIMINARY	10/1/08
2	REVISED	10/1/08
3	REVISED	10/1/08
4	REVISED	10/1/08
5	REVISED	10/1/08
6	REVISED	10/1/08
7	REVISED	10/1/08
8	REVISED	10/1/08
9	REVISED	10/1/08
10	REVISED	10/1/08
11	REVISED	10/1/08
12	REVISED	10/1/08
13	REVISED	10/1/08
14	REVISED	10/1/08
15	REVISED	10/1/08
16	REVISED	10/1/08
17	REVISED	10/1/08
18	REVISED	10/1/08
19	REVISED	10/1/08
20	REVISED	10/1/08
21	REVISED	10/1/08
22	REVISED	10/1/08
23	REVISED	10/1/08
24	REVISED	10/1/08
25	REVISED	10/1/08
26	REVISED	10/1/08
27	REVISED	10/1/08
28	REVISED	10/1/08
29	REVISED	10/1/08
30	REVISED	10/1/08
31	REVISED	10/1/08
32	REVISED	10/1/08
33	REVISED	10/1/08
34	REVISED	10/1/08
35	REVISED	10/1/08
36	REVISED	10/1/08
37	REVISED	10/1/08
38	REVISED	10/1/08
39	REVISED	10/1/08
40	REVISED	10/1/08
41	REVISED	10/1/08
42	REVISED	10/1/08
43	REVISED	10/1/08
44	REVISED	10/1/08
45	REVISED	10/1/08
46	REVISED	10/1/08
47	REVISED	10/1/08
48	REVISED	10/1/08
49	REVISED	10/1/08
50	REVISED	10/1/08
51	REVISED	10/1/08
52	REVISED	10/1/08
53	REVISED	10/1/08
54	REVISED	10/1/08
55	REVISED	10/1/08
56	REVISED	10/1/08
57	REVISED	10/1/08
58	REVISED	10/1/08
59	REVISED	10/1/08
60	REVISED	10/1/08
61	REVISED	10/1/08
62	REVISED	10/1/08
63	REVISED	10/1/08
64	REVISED	10/1/08
65	REVISED	10/1/08
66	REVISED	10/1/08
67	REVISED	10/1/08
68	REVISED	10/1/08
69	REVISED	10/1/08
70	REVISED	10/1/08
71	REVISED	10/1/08
72	REVISED	10/1/08
73	REVISED	10/1/08
74	REVISED	10/1/08
75	REVISED	10/1/08
76	REVISED	10/1/08
77	REVISED	10/1/08
78	REVISED	10/1/08
79	REVISED	10/1/08
80	REVISED	10/1/08
81	REVISED	10/1/08
82	REVISED	10/1/08
83	REVISED	10/1/08
84	REVISED	10/1/08
85	REVISED	10/1/08
86	REVISED	10/1/08
87	REVISED	10/1/08
88	REVISED	10/1/08
89	REVISED	10/1/08
90	REVISED	10/1/08
91	REVISED	10/1/08
92	REVISED	10/1/08
93	REVISED	10/1/08
94	REVISED	10/1/08
95	REVISED	10/1/08
96	REVISED	10/1/08
97	REVISED	10/1/08
98	REVISED	10/1/08
99	REVISED	10/1/08
100	REVISED	10/1/08

From: Siamof, Mustafa J [mailto:Mustafa.Siamof@VerizonWireless.com]
Sent: Tuesday, March 08, 2016 11:13 PM
To: Shane Begley
Subject: St Paul St Search ring

Shane,

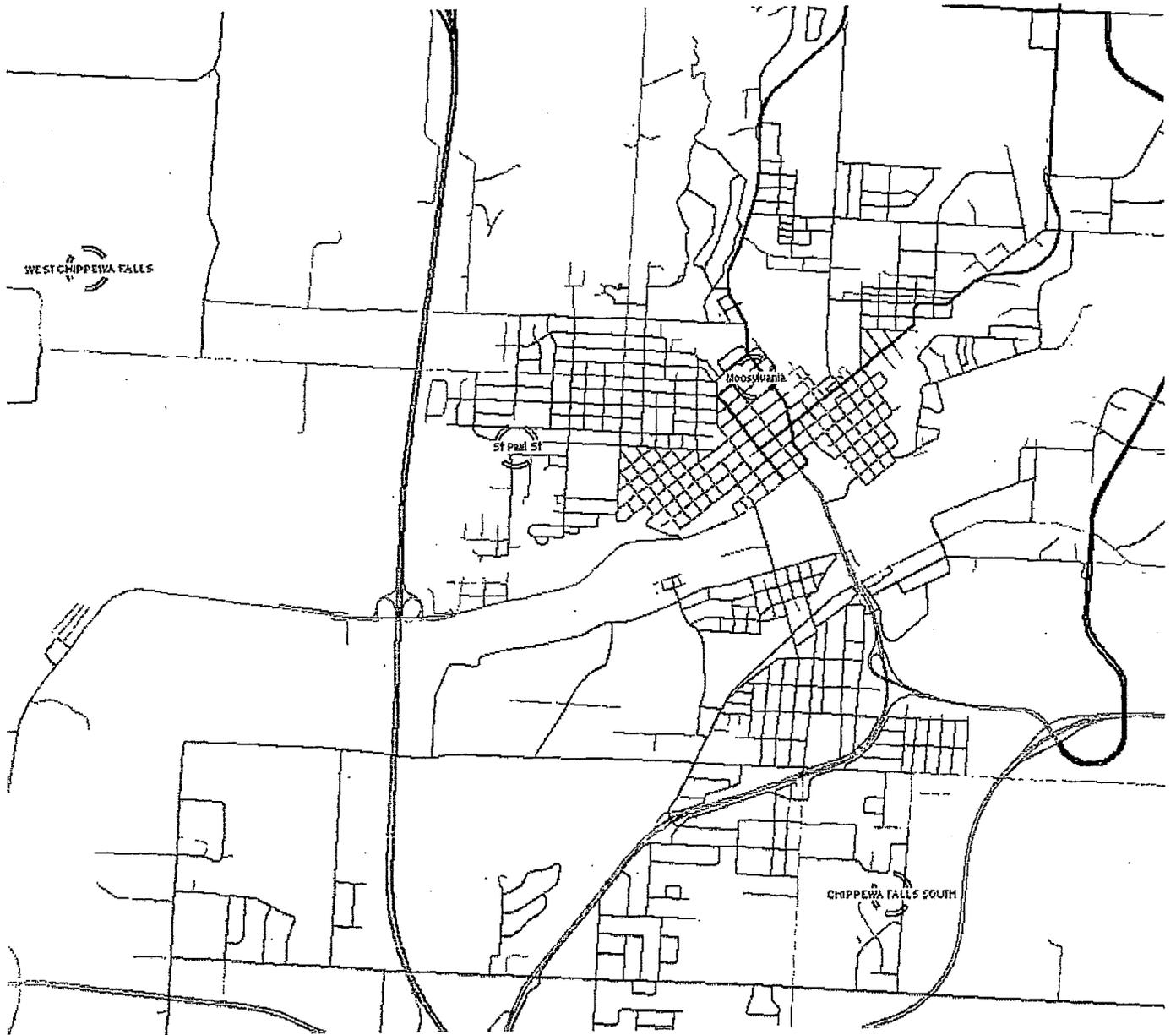
Per your request, this is from our meeting on 6/17/2015.

Below is the search ring for St. Paul St.

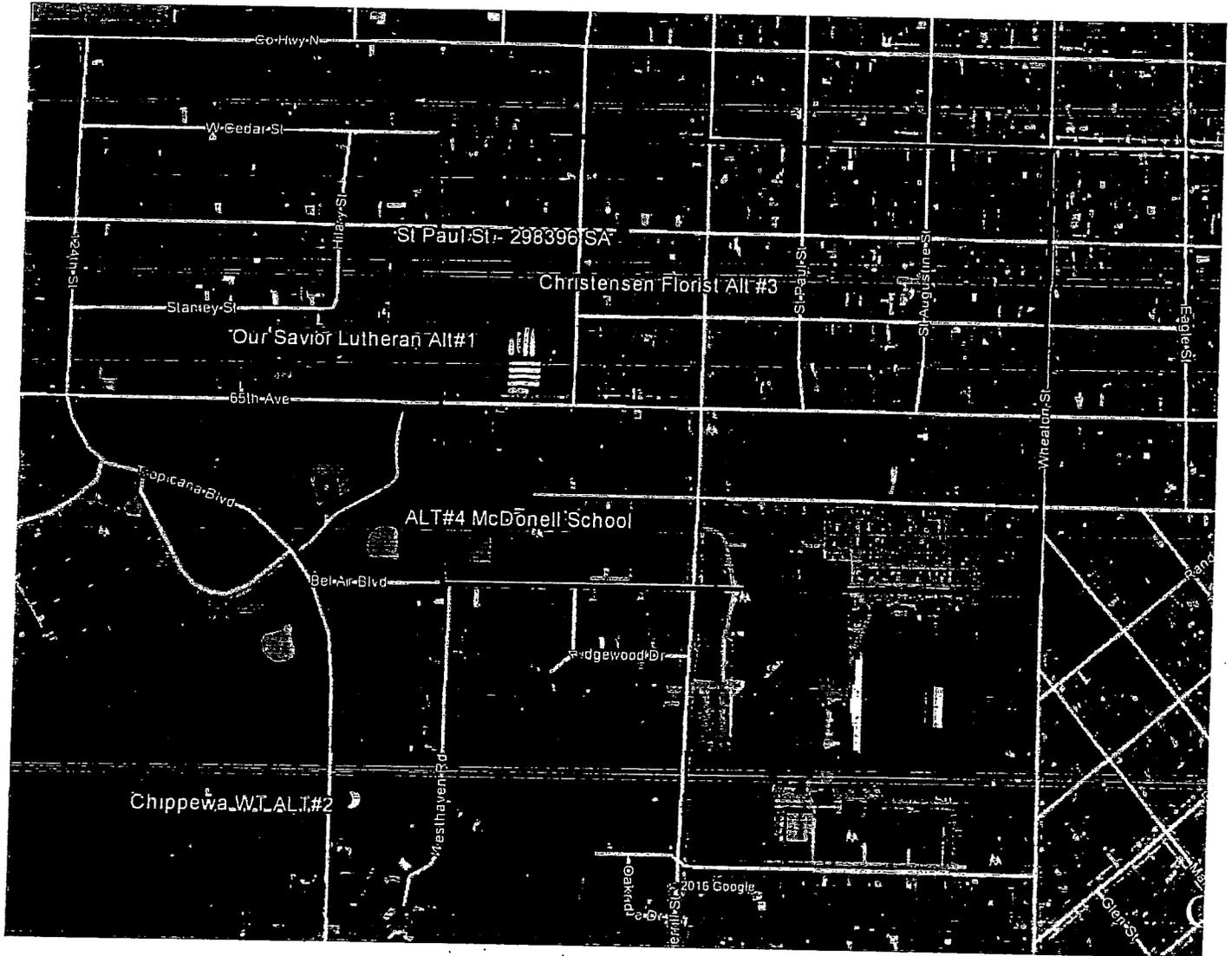
St. Paul St Search Ring



The objective of the site is to offload VZ's Moosylvania site located at 32 Spruce Street. The map below show St Paul St in relation to the Moosylvania site.



The below Aerial shows sites in relation to the search area that were submitted and reviewed for candidate selection. Alt #3 Christiansen Florist was my initial selected candidate as it best meets the need of the available candidates provided.



Date Filed: _____

Fee Paid: 325. Date: 3-22-16 TR#: 48673

Fee Paid: _____ Date: _____ TR#: _____

PETITION FOR A CONDITIONAL USE PERMIT

TO THE CITY OF CHIPPEWA FALLS, WISCONSIN:

I/We, the undersigned, hereby petition the Plan Commission of the City of Chippewa Falls, WI, for a Conditional Use Permit as authorized by the Chippewa Falls Zoning Code, Section 17.46, for the following described property:

Address of Property: None Assigned

Lot#: _____ Block#: _____ Subdivision: _____ Parcel# 22808-1722 - 72655002

Legal Description: Lot 2 of Certified Survey Map No. 2655 recorded February 16, 2004, in Volume 12 of Certified Survey Maps on Pages 91-93 and recorded as Document No. 681694.

Zoning classification of property: R-3A Multi-Family Residential District

Purpose for which this Permit is being requested: Utilize and Intercept water/sewer facilities per Water and Sewer Easement Agreement that was recorded on February 21, 2001, for the purpose of constructing a 3-story apartment complex.

Existing use of property within 300 feet of subject property: (List or attach map)

West/North: C-2 General Commercial/Retail
East: R-3-m Multiple Family Residence.

Recite any facts indicating that the proposed use will not be detrimental to the general public's interest, the purposes of this Chapter and the general area in which it is located:

Conforms to zoning designation, surrounding and proposed use

Operational plans of the proposed use:

Hours of Operation: N/A
Days of Operation: N/A
Number of Employees: 1 Part-time 1 Full-time

Capacity:

Number of Units: 60-72 (depends on site layout, storm water requirements, etc)
Size: Approximately +/- 71,400 s.f. total area w/ +/- 23,800 per floor
Number of Residents/Children: 96-124 residents
Ages: _____
Other: _____

Building plans:

Existing buildings: None
Proposed buildings: Apartment Building (in design phase)
Use of part of building: _____
Proposed additions: None
Future additions: None

Change in use: No

Outside appearance: _____

Number of buildings: 1 with possibility of accessory garages.

Planting & Landscaping:

Type: TBD

Timetable: TBD

Screening:

Type: TBD

Fences: TBD

Type: _____

Height: _____

Location: _____

Earth Bank:

Planting: _____

Maintenance: _____

Other: _____

Lights:

Number of lights: TBD

Location: TBD

Hours: _____

Type: _____

Signs:

Type: TBD

Lighted: _____

Size: _____

Location: _____

Setbacks: _____

Drives:

Number of: TBD - One from Colome St

Location: _____

Width: _____

Parking:

Number of stalls: 1.5 stalls per unit minimum

Location of stalls: TBD

Setbacks: _____

Surfacing: _____

Screening: _____

Drainage:

Storm sewer: _____

Rock beds: _____

Detention pond: _____

Retention pond: 145 x 145 existing pond

Submit site plan showing property line, buildings and other structures.

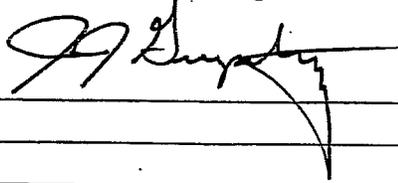
List any additional information being submitted with this permit application: _____

- ① Rick Pendergast Legal Opinion
 - ② Water Sewer Easement Agreement
 - ③ Certified Survey Map No. 2655
 - ④ Tentative/Draft Site Plan
- _____

IN ORDER FOR THIS PETITION TO BE CONSIDERED, THE OWNER(S) OF THE PROPERTY MUST SIGN BELOW:

Owner(s)/Address(es):

Hess Bros., LLC
902 Water Street
Eau Claire, WI 54703
Phone #: 715-225-1923
Email: boomerangrealestate@gmail.com



Phone #: _____
Email: _____

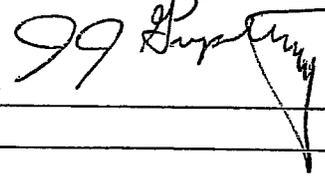
Phone #: _____
Email: _____

Petitioner(s)/Address(es):

~~_____~~

Phone #: _____
Email: _____

Chippewa Commons, LLC
902 Water Street
Eau Claire, WI 54703
Phone #: 715-225-1923
Email: boomerangrealestate@gmail.com



Phone #: _____
Email: _____

PENDERGAST LAW OFFICE

RICK L. PENDERGAST
Attorney-at-Law
rick@pendergastlawoffice.com

LUCIE A. MCGEE
Attorney-at-Law
lucie@pendergastlawoffice.com

February 8, 2016

Jason Griepentrog
c/o Boomerang Real Estate, LLC
902 Water Street
Eau Claire, WI 54703

Via email only to boomerangrealestate@gmail.com

Re: Use of Easement Crossing Lot 2 of CSM 2655

Dear Jason:

It is my legal conclusion that you have the right to use the utility facilities that cross Lot 2 of CSM 2655. I enclose a copy of the CSM that shows the layout of the Easement. It is the cross-hatched section.

I reviewed the Conditional Use Permit, C.U.P. Resolution #00-05, which states that as a condition of issuance (Paragraph L) the owner is to provide the City a permanent easement that's provided for joint construction, operation, use, maintenance, repair, and replacement of the facilities that serve the premises covered by the C.U.P., the adjacent premises also served by the C.U.P., and the premises "to be served" by the C.U.P. You are in the last category of "to be served".

I also reviewed the Water and Sewer Easement Agreement which was recorded on February 21, 2001 as Document No. 618112. This was recorded in compliance with the C.U.P. It provides for a "non-exclusive" right-of-way and Easement for facilities. It is a permanent easement that runs with the land and is binding upon the current parties, their heirs, successors, and assigns. You fall into the later "successor" category. Pursuant to Paragraph 7 of the Easement, the owner of a parcel burdened by the easement (you) may enforce the easement. It is my legal opinion that this gives you the right to use to facilities that cross your properties. Further, if MSP Housing attempts to block your use of the facilities, you may enforce this in Court and recover your attorney fees and costs according to the document.

In reviewing the Title Commitment from All Title Service, Inc., it shows that the property that you purchased is subject to the water and Sewer Agreement previously mentioned. I asked the title company to illustrate how that affects the property that you purchased. This Easement runs along the east 30 feet of the property.

Ellen Pendergast, Litigation Assistant
ellen@pendergastlawoffice.com

Jena Pendergast-Lewis, Business Assistant
jena@pendergastlawoffice.com

130 South Barstow Street, Suite 2C, Eau Claire, WI 54701 • Phone: (715) 835-8895 • Fax: (715) 835-8896

February 4, 2016

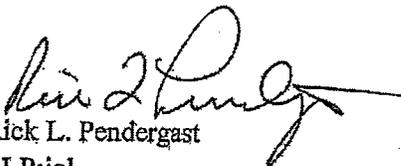
Re: Use of Easement Crossing Lot 2 of CSM 2655

Page Two

Accordingly, my legal conclusion is that you have the right to use this facility and that you may enforce in Court if necessary. I would recommend that you proceed along the lines of Mr. Rubenzer's email to you dated September 10, 2014 with regards to amending the C.U.P., revising the map and description and having the Plan Commission approve it.

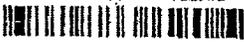
Please let me know if you need anything further.

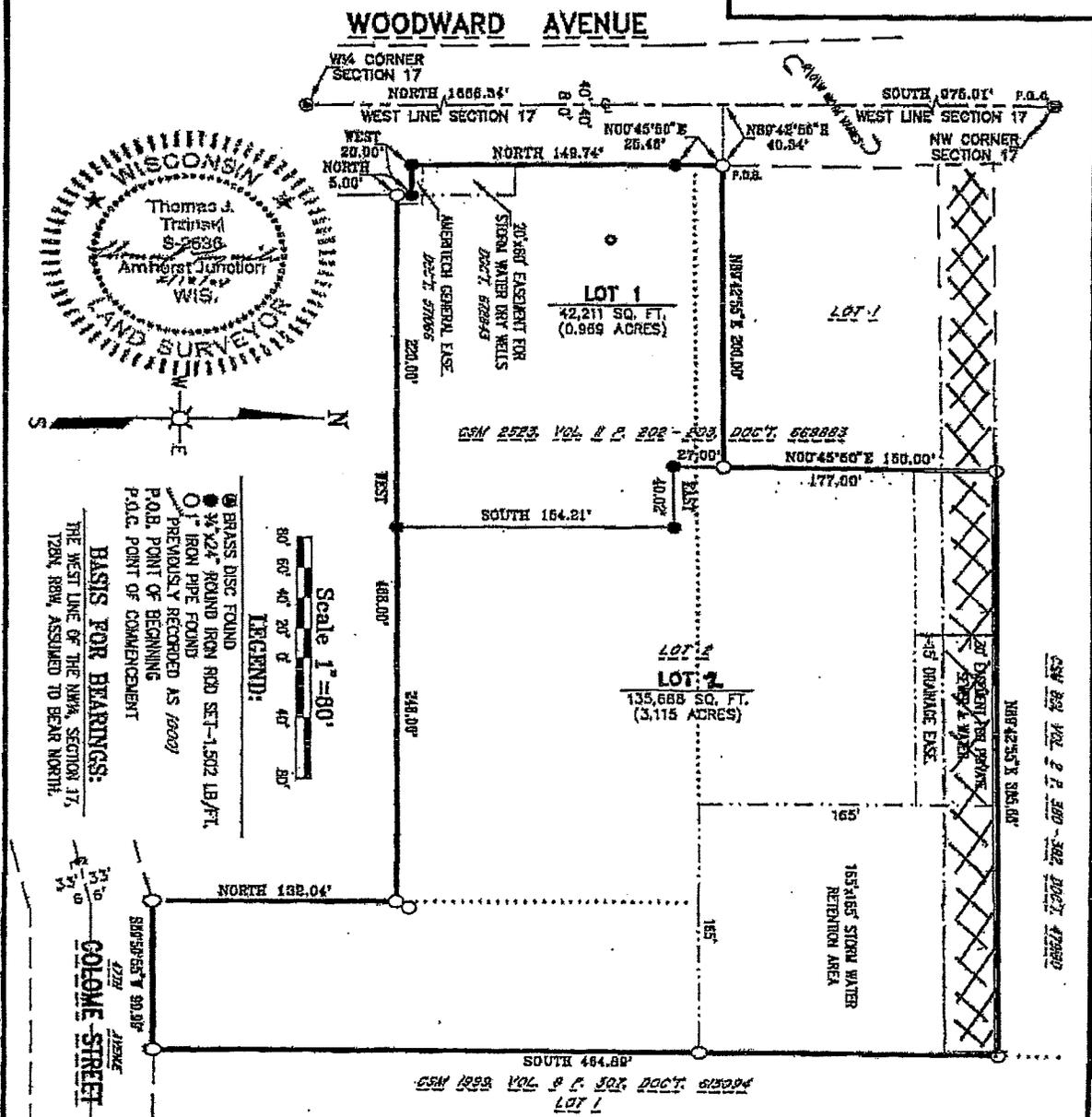
Sincerely,


Rick L. Pendergast
RLP:jal

Mary L. Heindel

CHIPPEWA COUNTY CERTIFIED SURVEY MAP NO. 2655
RECORDED IN VOL. 12 OF CERTIFIED SURVEY MAPS PAGE (S) 91-93
DOCT. _____ REGISTER Mary L. Heindel
FOR
Kimley-Horn and Associates
All of Lot 2, CSM 2523, Being part of the NW1/4NW1/4,
Section 17, T28N, R5W, City of Chippewa Falls,
Chippewa County, Wisconsin

MARIE L. GEISSLER
REGISTER OF DEEDS
CHIPPEWA COUNTY, WI
Fee Amount: \$15.00




Dwg. No. A-8888-C-1 145
Project No. 03-214
Drawn By: Jim Brael
Date: January 12, 2004
Sheet 1 of 3 Sheets
J.A.B.-Feb 13, 2004, 08:53:23


ESP GROUP, INC.
LAMPERT-LEE & ASSOCIATES
ENGINEERS • SURVEYORS • PLANNERS
10968 State Hwy. 54 East • Wisconsin Rapids, WI 54484-8718
715-424-3131 or 715-344-0068 • FAX 715-423-8774

Document Number

**WATER AND SEWER
EASEMENT AGREEMENT**

DOCUMENT# 618112

Recorded
FEB. 21, 2001 AT 12:55PM

Signed: *Marge L. Geissler*

MARGE L. GEISSLER
REGISTER OF DEEDS
CHIPPEWA COUNTY, WI

Fee Amount: \$22.00



THIS WATER AND SEWER EASEMENT AGREEMENT (this "Agreement") is entered into as of the 23rd day of January, 2001, but effective December 5, 2000, by and between **CHARLES E. WARD, JR.** and **KATHRYN A. WARD** (together, "Grantor") and the **CHIPPEWA SENIOR APARTMENTS, LLC** (the "Company"), a Wisconsin limited liability company, and **MILO S. PINKERTON** ("Pinkerton") (together, the Company and Pinkerton are hereinafter referred to as "Grantees").

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of the property more particularly described on the attached Exhibit B (the "Grantor Property");

WHEREAS, Grantor is conveying the Real Estate more particularly described as "Parcel 1," "Parcel 2," and "Parcel 3" on the attached Exhibit C (together, Parcel 1, Parcel 2 and Parcel 3 are referred to as the "Grantee Property");

WHEREAS, the Grantor desires to convey and the Grantees desires to accept for the benefit of the Grantee Property a permanent, non-exclusive, right of way and easement over that part of the Grantor Property being a strip of land thirty (30) feet in width more particularly described on the attached Exhibit A (the "Easement Area").

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Grantee agree as follows:

1. The Grantor gives, grants and conveys to the Grantees for the benefit of the Grantee Property a perpetual non-exclusive right of way and easement in, under, upon and across the Easement Area for the following purposes and uses:

a. To construct, operate, maintain, repair and replace sewer and water mains (the "Mains") and other utilities in the Easement Area.

b. To provide ingress and egress for the service vehicles of the Grantee and its agents and employees used in performing the activities set forth in Paragraph 1(a) above.

2. The construction, operation, maintenance, repair, replacement and removal of the Mains shall be performed by or on behalf of the Grantees at their sole expense. The Grantees shall, at their sole expense and in a timely fashion, restore and maintain the surface of the Easement Area and any additional part of the Grantor Property disturbed by the Grantee in performing the activities set forth in Paragraph 1(a) above as nearly as possible to the condition as existed immediately prior to commencement of such activities.

Drafted by and after recording return to:

Atty. Christopher L. Kopecky

Foley & Lardner

P. O. Box 1497

Madison, WI 53701-1497

Pittelle Co.

CHP 830,805.01

See attached Exhibit A

Parcel Identification Number (PIN)

3. Grantor hereby warrants that it has good and indefeasible fee simple title to the Grantor Property, subject only to municipal and zoning ordinances; and easements, covenants, restrictions, liens and leases of record; and that it has full power and authority to convey the rights granted herein.

4. If the Grantee Property is ever divided into two or more parts by separation of ownership or by lease, all parts shall enjoy the benefit of the Easement Area hereby created.

5. Except as otherwise provided herein, this Agreement may be amended by a writing executed by all of the owner(s) of the Grantor Property and the Grantee Property and any mortgagees thereof, and the consent of no other parties shall be required. Any such writing shall be recorded with the Register of Deeds of Chippewa County, Wisconsin.

6. In addition to the right of the Grantor to use the Easement Area in a manner which does not interfere with the Grantees use, Grantor may construct a driveway or parking area in the Easement Area which use shall not be considered inconsistent with the use granted to the Grantee hereunder. However, Grantor shall be responsible for any replacement cost of said driveway or parking area necessitated by repair or replacement of said water and sewer lines.

7. Any party benefited or burdened by the Easement Area may enforce this instrument by appropriate action, and should it prevail in such litigation, it shall recover as part of its costs reasonable attorneys' fees.

8. This Agreement and the burdens and benefits herein contained shall run with the land and be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

9. This Agreement is being recorded to amend and replace that certain Water and Sewer Easement Agreement recorded on December 8, 2000, as Document No. 615637 in the office of the Register of Deeds for Chippewa County. This document omits the words "or terminated" from paragraph 5 of that original Easement and amends the legal descriptions in Exhibit C attached hereto.

IN WITNESS WHEREOF, this Agreement has been made, executed and delivered as of the date above written.

GRANTORS:

Charles E. Ward, Jr.

Charles E. Ward, Jr.

Kathryn A. Ward

Kathryn A. Ward

GRANTEES:

CHIPPEWA SENIOR APARTMENTS, LLC

By: MSP Real Estate, Inc., Managing Member

By: Milo S. Pinkerton

Milo S. Pinkerton, President

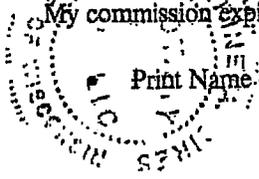
Milo S. Pinkerton

Milo S. Pinkerton

STATE OF WISCONSIN)
) ss.
COUNTY OF Eau Claire)

Personally came before me this 23rd day of January, 2001, the above-named Charles E. Ward, Jr. and Kathryn A. Ward, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Katherine A. Siros
* Katherine A. Siros,
Notary Public, Eau Claire County, Wisconsin
My commission expires: 7-4-04

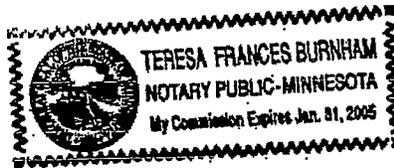


Print Name of Notary Public

Minnesota
STATE OF WISCONSIN)
) ss.
COUNTY OF Hennepin)

Personally came before me this 26th day of January, 2001, the above-named Milo S. Pinkerton, to me known to be the President of MSP Real Estate, Inc., known to me to be the Managing Member of Chippewa Falls Senior Apartments, LLC, and Milo S. Pinkerton, individually, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Teresa Frances Burnham
* Teresa Frances Burnham
Notary Public, Hennepin County, Wisconsin
My commission expires: 1-31-05 MN



* Print Name of Notary Public

EXHIBIT A

Easement Area
LEGAL DESCRIPTION

That part of the NW1/4 of the NW1/4 of Section 17, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin more fully described as follows:

Beginning at a point 825.08 feet south and 33 feet east of the northwest corner of said Section 17, being the southwest corner of Certified Survey Map No 801;
thence N 89°42'55" E along the south line of CSM No. 801, a distance of 595.00 feet to the west line of Certified Survey Map No. 1999;
Thence S 00°00'00" W along said CSM No. 1999. A distance of 30.00 feet;
Thence S 89°42'55" W 595.00 feet to the easterly right of way of Woodward Avenue;
Thence N 00°00'00" E 30.00 feet to the point of beginning.

All bearings contained in the above described parcel are oriented to the west line of the NW1/4 of Section 17-28-8 assumed to bear N 00°00'00" E.

22808-1722-71999 001
22808-1722-71999 002
22808-1722-0550-0000
22808-1722-0950-0000
22808-1722-0700-0000
22808-1722-08000000

EXHIBIT B

Grantor Property

That part of the NW1/4 of the NW1/4 of Section 17, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin more fully described as follows:

Beginning at a point 825.08 feet south and 33 feet east of the northwest corner of said Section 17, being the southwest corner of Certified Survey Map No 801;

thence N 89°42'55" E along the south line of CSM No. 801, a distance of 595.00 feet to the west line of Certified Survey Map No. 1999;

Thence S 00°00'00" W along said CSM No. 1999 a distance of 165.00 feet;

Thence S 89°42'55" W 595.00 feet to the easterly right of way of Woodward Avenue;

Thence N 00°00'00" E 165.00 feet to the point of beginning.

All bearings contained in the above described parcel are oriented to the west line of the NW1/4 of Section 17-28-8 assumed to bear N 00°00'00" E.

EXHIBIT C
Grantee Property

LOT 1 of Chippewa County Certified Survey Map No. 1999 recorded in Volume 8 of Certified Survey Maps, on page 307, as Document No. 613094.

That part of the NW 1/4 of the NW 1/4 of Section 17, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin more fully described as follows:

Commencing at the northwest corner of said Section 17;
 Thence S 00°00'00" W along the west line of said Section 17, a distance of 1321.70 feet;
 Thence N 89°50'15" E, 1358.43 feet to the southeast corner of said NW 1/4 of the NW 1/4;
 Thence N 00°29'55" E along the east line of said NW 1/4 of the NW 1/4 a distance of 33.00 feet;
 Thence S 89°50'55" W along the north line of 47th Avenue, a distance of 497.39 feet to the point of beginning;
 Thence S 89°50'55" W 233.25 feet;
 Thence N 00°00'00" E 629.82 feet;
 Thence N 89°42'55" E 438.00 feet;
 Thence S 00°00'00" W 296.34 feet;
 Thence S 89°50'55" W 140.50 feet;
 Thence S 00°00'00" W 138.50 feet;
 Thence S 89°50'55" W 64.25 feet;
 Thence S 00°00'00" W 196.00 feet to the point of beginning.

Said parcel contains 216493 square feet more or less.

LOT 2 of Chippewa County Certified Survey Map No. 1999 recorded in Volume 8 of Certified Survey Maps, on page 307, as Document No. 613094.

That part of the NW 1/4 of the NW 1/4 of Section 17, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin more fully described as follows:

Commencing at the northwest corner of said Section 17;
 Thence S 00°00'00" W along the west line of said Section 17, a distance of 1321.70 feet;
 Thence N 89°50'15" E, 1358.43 feet to the southeast corner of said NW 1/4 of the NW 1/4;
 Thence N 00°29'55" E along the east line of said NW 1/4 of the NW 1/4 a distance of 33.00 feet;
 Thence S 89°50'55" W along the north line of 47th Avenue, a distance of 248.89 feet to the point of beginning;
 Thence S 89°50'55" W 248.50 feet;
 Thence N 00°00'00" E 196.00 feet;
 Thence N 89°50'55" E 64.25 feet;
 Thence N 00°00'00" E 138.50 feet;
 Thence N 89°50'55" E 165.00 feet;
 Thence S 00°00'00" W 148.50 feet;
 Thence N 89°50'55" E 19.25 feet;
 Thence S 00°00'00" W 186.00 feet to the point of beginning.

Said parcel contains 71366 square feet more or less.

LOT 3

That part of the NW 1/4 of the NW 1/4 of Section 17, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin more fully described as follows:

Commencing at the northwest corner of said Section 17;

Thence S 00°00'00" W along the west line of said Section 17, a distance of 1321.70 feet;

Thence N 89°50'15" E, 1358.43 feet to the southeast corner of said NW 1/4 of the NW 1/4;

Thence N 00°29'55" E along the east line of said NW 1/4 of the NW 1/4 a distance of 33.00 feet to the point of beginning;

Thence S 89°50'55" W 248.89 feet;

Thence N 00°00'00" E 186.00 feet;

Thence S 89°50'55" W 19.25 feet;

Thence N 00°00'00" E 148.50 feet;

Thence S 89°50'55" W 24.50 feet;

Thence N 00°00'00" E 296.34 feet;

Thence N 89°42'55" E 298.14 feet;

Thence S 00°29'55" W 631.57 feet to the point of beginning.

Said parcel contains 174666 square feet more or less.

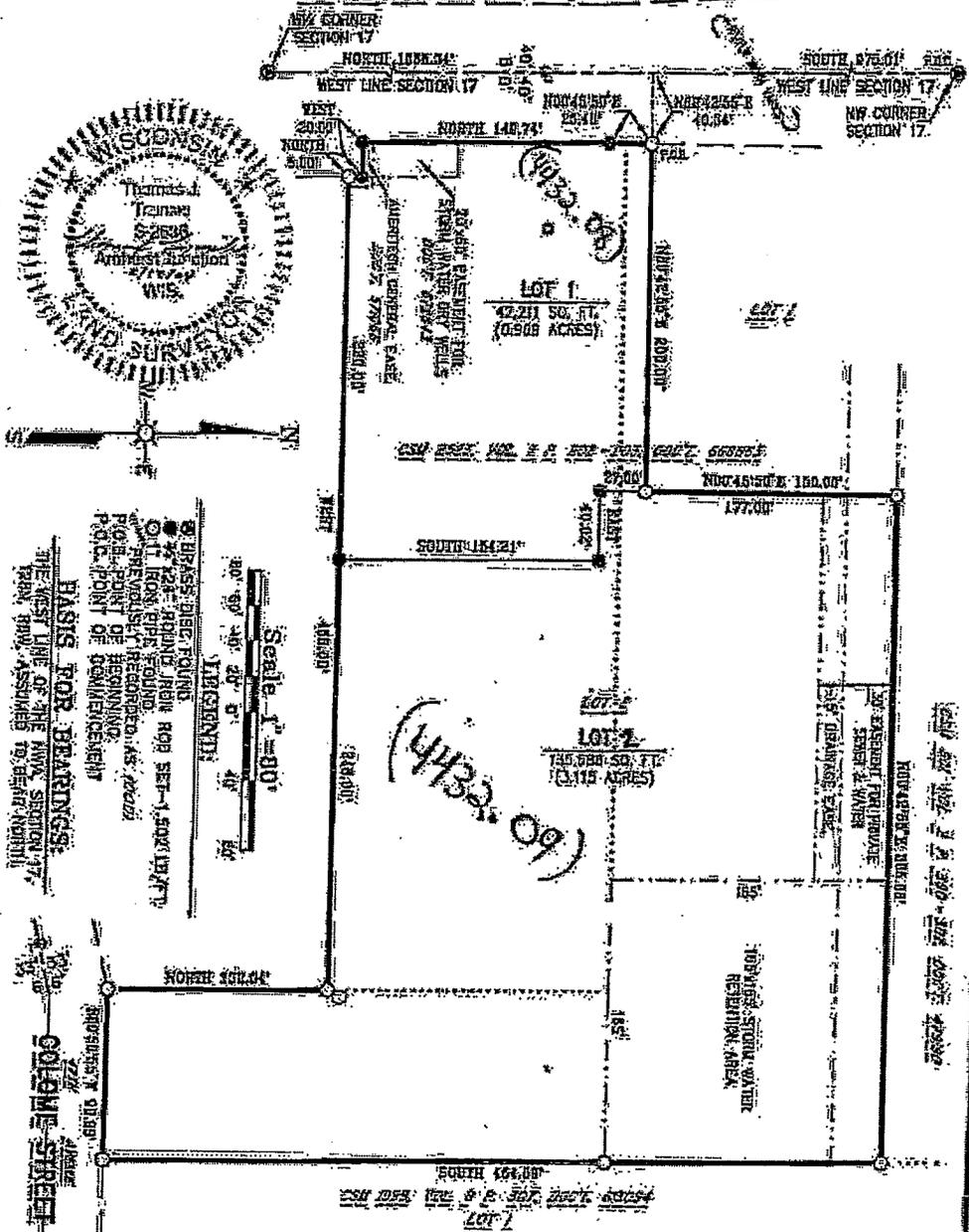
FEB. 15, 2004 AT 12:30PM

Mary K. Mentus

CHIPPewa COUNTY CERTIFIED SURVEY MAP NO. 2655
 RECORDED IN VOL. 42 OF CERTIFIED SURVEY MAPS PAGE (6) 97-20
 DOCT. _____ REGISTER *Mary K. Mentus*
 FOR
Kimley-Horn and Associates
 All of Lot 2, CSM 2523, Being part of the NW1/4NW1/4,
 Section 17, T28N, R9W, City of Chippewa Falls,
 Chippewa County, Wisconsin.

WILLIE L. BEISSER
 REGISTER OF DEEDS
 CHIPPewa COUNTY, WI
 Fee: \$15.00


WOODWARD AVENUE



Scale 1" = 80'
 0' 10' 20' 30' 40' 50' 60'
 METERS
 BASIS FOR BEARINGS:
 THE WEST LINE OF THE MAIN SECTION 17,
 T28N, R9W, ASSUMED TO BEAD NORTH.

Draw No. A-0094-031146	 <p>EST. 1900, INC. LAMPERT-LEE & ASSOCIATES ENGINEERS • SURVEYORS • PLANNERS 10755 20th Ave. S. • Eden Prairie, MN 55425 764-214-3000 • 764-214-0055 • FAX 764-222-8724</p>
Project No. 03-214	
Drawn By: Uta Brand	
Date: January 12, 2004	
Sheet 1 of 3 Sheets	



MINUTES
COMMITTEE #1
REVENUES, DISBURSEMENTS, WATER AND WASTEWATER
APRIL 14, 2016

Committee #1 - Revenues, Disbursements, Water and Wastewater met on Monday, April 14, 2016 at 9:00 AM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: Rob Kiefer, John Monarski, Brent Ford.
Mayor/Other Council Members present: Mayor Hoffman, Paul Nadreau, Chuck Hull
Others present: Finance Manager/Treasurer Lynne Bauer, City Clerk Bridget Givens, Public Works Director/City Engineer/Public Utilities Manager Rick Rubenzer, Street & Utility Maintenance Manager Rick Ruf, Assistant City Engineer Rob Krejci, Utility Office Manager Connie Freagon, Parks & Recreation Director Dick Hebert, Police Chief Wendy Stelter, Lt. Matt Kelm, Library Director Joe Niese, Fire Battalion Chief Lee Douglas, City Planner Jayson Smith, Firefighter Greg Bowe.

Call to Order: 9:00 AM

1. Discuss bond funds available for Parks & Recreation road projects. Possible recommendations to the Council.

Parks & Recreation Director Dick Hebert indicated there are bond monies left (\$128,746) from the 2013/14 bond issue due to lower project costs because the street department assisted with those projects. He would like to use the funds for additional road projects in the park. The Committee earlier approved his request for the main parking lot/pavilion at an estimated cost of \$80,000. The Park Board discussed the parking lot/round-about/tear drop north of the new welcome center and has approved that project at an estimated cost of \$60,000. Dick asked to use the remaining funds available for this project. Any costs over the total of \$128,746 for the two projects would be funded by the Parks Department.

Motion by Ford/Kiefer to recommend the Council approve funding from the 2012/13 bond for the parking lot/round-about/tear drop north of the new welcome center with total costs not to exceed \$128,746 for this project and the Main Parking Lot project previously approved. **All present voted aye. Motion carried.**

2. Discuss 2016 department equipment requests, 2016 omitted budget requests and 2015 carryover requests including funding options for those requests. Possible recommendations to the Council.

Fire Battalion Chief Lee Douglas presented information on a 2016 demo ambulance with 1200 miles on it with an estimated cost of \$175,000. If purchased the City could save \$25,000. All of the 2016 ambulances have been sold and the City would now have to order a 2017 model which would cost more than the original estimate of \$189,000.

The Committee discussed department carryover requests. Finance Manager/Treasurer Bauer stated that after review of each department's revenues and expenditures for 2015 monies are available to

fund their requests. The Committee agreed that if the costs of the requests are less than originally estimated, remaining funds will lapse into the General Fund. Bauer indicated she is a bit hesitant to commit any additional funds until the 2015 audit is complete. Department carryover requests from the Police (\$49,030), Fire (\$18,979.04), Streets and Public Works (\$117,998.17), Finance (\$11,131), Clerk (\$6,313.05) and Parks & Recreation Departments (\$18,149) are attached.

Motion by Kiefer/Monarski to recommend the Council approve the attached department carryover requests for 2015. **All present voted aye. Motion carried.**

The Committee continued discussions regarding various equipment requests. The Street Department ordered an asphalt patch trailer at a cost of \$35,000 with funding from the Sale of Scrap Account. If possible, they would like that amount replaced from the bond funds. Due to the extent of the equipment requests, no additional funding was available for that request. The following items were discussed for inclusion in the \$350,000 borrowing: Ambulance - \$175,000; Street Dept. Parts Truck - \$30,000; Library air conditioning upgrades - \$50,000; Parks & Recreation bobcat for downtown park - \$30,500 (partial funding); Parks & Recreation truck - \$56,000.

Motion by Ford/Monarski to recommend the Council approve utilizing notes in an amount not to exceed \$350,000 for City equipment/upgrade requests noted above. **All present voted aye. Motion carried.**

Motion by Ford/Kiefer to recommend the Council approve funding from the Finance Department carryover requests for headsets for the Finance Department estimated at \$1,400. **All present voted aye. Motion carried.**

Motion by Kiefer/Monarski to recommend the Council approve funding (if funds available) from the Finance Department carryover requests to place phones in the 3 City Hall vaults. **All present voted aye except Ford who voted nay. Motion carried.**

3. Discuss 2016/2017 Street Improvement Projects and potential funding sources including bonds/notes. Possible recommendations to the Council.

Brian Reilly from Ehlers presented information related to the City's borrowing for 2016. (See attached) It was determined the City will bond for \$6,401,350 which includes 2016 street projects and assessments of \$986,190; utility street project costs of \$415,160 and the fire station of \$5,000,000. The bond figure will be a bit higher after adding issuance costs. Resolutions will be presented at the May 3rd Council Meeting.

Motion by Kiefer/Ford to recommend the Council authorize issuing bonds for the 2016 street projects, street assessments, fire station and utility street project costs in an estimated amount of \$6,401,350. **All present voted aye. Motion carried.**

Motion by Kiefer/Ford to recommend the Council set the term of the notes for the city equipment authorized above at 5 years. **All present voted aye. Motion carried.**

The Committee discussed Item #4 and decided to remain in open session for the discussion.

4. Contemplated Closed Session under Sec. 19.85 (1) (c), Wis. Stats. for "Considering employment, promotion, compensation or performance evaluation data of any public

employee over which the governmental body has jurisdiction or exercises responsibility” to:

A. Discuss benefits/compensation for Police Lieutenant.

Return to open session. Possible action on closed session item.

Committee #2 recommended that the new lieutenant be placed at Grade 15 Step E with progression to 15F on January 1, 2019. This recommendation will be funded with current budget monies for that position.

Motion by Kiefer/Ford to recommend the Council accept the recommendation of Committee #2 and place Lieutenant Bebeau at Grade 15 Step E effective May 13, 2016 with progression to 15F on January 1, 2019. **All present voted aye. Motion carried.**

5. Adjournment.

Motion by Monarski/Ford to adjourn at 10:38 AM. **All present voted aye. Motion carried.**

Minutes submitted by,
Lynne Bauer, Finance Manager/Treasurer

IRVINE PARK ROAD REPORT - Cost Estimates

Street Name	From	To	Distance (Feet)	Paser Rating	Rating Year	Cost Estimate	Proposal #
IRVINE PARK ROAD	BEAR DEN ROAD	KELLS CORNER	840	4	2012	\$44,253	2
WOLF DRIVE	IRVINE PARK RD.	ERMATINGER RD.	2670	4	2012	\$137,346	4
Total						\$268,955	

IRVINE PARK ROAD REPORT - Actual

Street Name	From	To	Distance (Feet)	Paser Rating	Rating Year	Cost Estimate	Proposal #	Status
IRVINE PARK ROAD	BEAR DEN ROAD	KELLS CORNER	840	4	2012	\$7,881	2	Completed 2014
WOLF DRIVE	IRVINE PARK RD.	ERMATINGER RD.	2670	4	2012	\$58,674	4	Summer 2016
Will be completed Spring 2016, \$58,674 is a cost estimate, Street Dept overlay								
Parking Lot	Welcome Center	Duck Pond				\$2,085.60		
Total						\$140,208		
Balance						\$128,746		

Parks and Recreation Director - Next Irvine Park Road Improvements

<u>Projects - Prices include Design and Contracted Work/Inspection</u>	<u>Cost Estimate</u>
1) Main Parking Lot - Main Pavilion	\$80,000
2) Parking Lot/Round About/Tear Drop North of New Welcome Center	\$60,000
3) Bear Den Road	?????

2016 OMITTED BUDGET REQUESTS

Committee #1 Discussion - March 14, 2016

DEPARTMENT	ESTIMATED COST	OMITTED ITEM DESCRIPTION	APPROVED	FUNDING SOURCE	BOND OR NOTE
Police Department	\$11,000	10 Body Cameras		VETERANS AFFAIRS GRANT	
	\$18,000	Recording Equipment			
	\$25,000	5 In-Car Camera Systems			
	\$27,000	Storage/Software for Video Management		VETERANS AFFAIRS GRANT/CARRYOVERS	
	\$5,000	Construct Range Building as Enclosed Structure			
	\$8,000	Landscape Wall on East Side of Police Dept			
	\$94,000				
Data Processing	\$1,000	Install Emergency Phones in Vaults			
	\$1,400	3 New Mitel Headsets			
	\$5,500	Mitel VOIP Phone Replacement (Done in Phases)			
	\$6,319	Ipads for Council/Mayor			
	\$7,800	New projector, air media, 10 button control, small pc w/with cart.			
	\$22,019				
Outdoor Pool	\$10,000	Pool Lift/Handrail			
Forestry	\$16,650	Tree Inventory and EAB Response Plan (DNR Grant Match)			
TOTAL OMITTED BUDGET REQUESTS	\$145,944				



2/16/16

To: Lynne Bauer, Finance Manager/City Treasurer
From: Dick Hebert, Director Parks and Recreation Dept
Re: 2015 Budget Carryover Requests

Below are the 2015 Budget Carryover Requests from the Parks and Recreation Department.

<u>Carryover Amount</u>	<u>To: Account (2016)</u>	<u>From: Account (2015)</u>
<u>\$16,921</u>	Outdoor Pool (55410-5299)	Outdoor Pool (Revenue Accounts) - <u>\$7,917.18</u> Outdoor Pool (Expenditure Accts.) - <u>\$10,635.31</u>

Comments – The request for the carryover will pay for the three maintenance projects below at the Outdoor Pool. The projects are listed by priority. 1) Remove and reseal the construction joints inside the pool. We have recently noticed water loss/leakage. The joints must be resealed before we fill the pool this summer. Estimated cost, plus 15% contingency is ~~\$5,284~~ \$5,737. 2) The Outdoor Pool Filter Building needs to be re-shingled. Estimated cost, plus 15% contingency is ~~\$2,800~~ \$3,216. 3) Remove and reseal construction joints on pool deck. Estimated cost, plus 15% contingency is \$6,737.

<u>Carryover Amount</u>	<u>To: Admin Accounts- 55210 (2016)</u>	<u>From: Admin Accounts (2015)</u>
<u>\$1,228</u>	Reg. Fees & Tuition (5325 - <u>\$450</u>) Travel & Per Diem (5338 - <u>\$778</u>)	Membership Dues (5324 - <u>\$60</u>) Reg. Fees and Tuition (5325 - <u>\$295</u>) Employee Auto Allow. (5332 - <u>\$200</u>) Travel & Per Diem (5338 - <u>\$673</u>)

Comments – Tommy Eisenhauer, Recreation Supervisor, resigned from the City in January. Tommy was the employee in our Dept. who possessed the required certifications for AFO (Aquatic Facility Operator) for the Outdoor Pool and Certified Professional Safe Food Handlers Certification for the operation of Concession Stands. The course fees are approximately \$300 for AFO and \$150 for Food Handlers License. The AFO Course is two days, so there will be additional fees for lodging and meals. Also there was money in the 2015 budget to send our Zookeeper, Jennifer London, to a conference, which she did not attend due to a timing and location conflict. I would like to carryover the training money so the next Recreation Supervisor acquires the before mentioned certifications and send Jennifer London to the Zookeeper Conference Fall of 2016.

**Parks, Recreation & Forestry Department
2015 Outdoor Pool Budget Carryovers**

Revenue Breakdown				
	Account #	Budgeted	Actual	Balance
Swimming Pool Revenue	10.45000.4581	\$ 32,000.00	\$35,600.42	\$3,600.42
Outdoor Pool Lessons	10.45000.4583	\$ 14,500.00	\$15,041.37	\$541.37
Swimming Pool Passes	10.45000.4589	\$ 16,000.00	\$16,454.79	\$454.79
Pool Concessions	10.45000.4590	\$ 9,000.00	\$12,320.60	\$3,320.60
	TOTAL	71,500.00	\$79,417.18	\$ 7,917.18

Expenses Breakdown				
	Account #	Budgeted	Actual	Balance
Wages - Regular	10.55410.5121	\$ 57,000.00	\$48,843.81	\$ 8,156.19
Wages - Overtime	10.55410.5122	\$0.00	\$0.00	\$ -
Social Security	10.55410.5151	\$ 4,361.00	\$3,736.62	\$ 624.38
Workers Compensation	10.55410.5156	\$ 2,833.00	\$2,427.52	\$ 405.48
Water & Sewer	10.55410.5221	\$ 10,000.00	\$9,744.47	\$ 255.53
Unemployment Comp	10.55410.5158	\$0.00	\$0.00	\$ -
Electric Wages	10.55410.5222	\$ 12,000.00	\$13,161.37	\$ (1,161.37)
Miscellaneous Contractual	10.55410.5299	\$ 9,000.00	\$7,402.85	\$ 1,597.15
General Cals	10.55410.5342	\$ 12,300.00	\$11,369.33	\$ 930.67
Uniforms	10.55410.5346	\$ 1,000.00	\$972.15	\$ 27.85
Other Supplies	10.55410.5349	\$ 2,150.00	\$2,040.57	\$ 109.43
Concession Supplies	10.55410.5350	\$ 6,000.00	\$8,249.55	\$ (2,249.55)
Building Maintenance Supply	10.55410.5365	\$ 2,200.00	\$280.45	\$ 1,919.55
Licenses	10.55410.5397	\$ 500.00	\$480.00	\$ 20.00
	Total	123,240.00	\$108,708.69	\$ 10,535.31

**City Clerk
Carry Over Requests
2015 to 2016**

ACCOUNT NO.	ORIGINAL AMOUNT BUDGETED	AMOUNT EXPENDED-2015	CARRY OVER AMOUNT REQUEST	CARRY OVER ACCOUNT NO.	JUSTIFICATION
10.51420.5311	\$700.00	\$386.97	\$313.03	10.51420.5311	Increased costs of absentee ballot mailings with four elections
10.51420.5143	\$19,817.00	\$4,035.67	\$8,000.00	10.51420.5143	Allow additional election inspectors for Presidential Election, temporary help in the Clerk's office and potential wage increase for election inspectors
10.51420.5143			\$6,000.00	10.51420.5319	Additional election materials and replacement of broken voting booths

FINANCE DEPARTMENT 2015 CARRYOVER REQUESTS

ACCOUNT NUMBER	ACCOUNT NAME	2015 BUDGETED	2015 EXPENSES	AVAILABLE TO CARRYOVER	TO ACCT #	REASON
10.51560.5325	Registration Fees/Tuition	1,200.00	70.00	1,130.00	10.51560.5325, 5850	Additional Training Opportunities
10.51580.5216	OPEB Audit	7,500.00	2,500.00	5,000.00	10.51560.5850	Money Counter for Treasurer's Office
10.51450.5319	Central Duplicating/ Office Supplies	3,200.00	1,897.00	1,303.00	10.51450.5319	Additional Paper/Supplies
10.51620.5212	Special Legal Counsel	18,000.00	14,302.00	3,698.00	10.51620.5212	Negotiation/Personnel Expenses

**Chippewa Falls Fire Emergency Services
Carry Over Requests - 2016
10,52200.**

2015 Budget Surplus

5218	Laundry	\$1,589.08
5221	Water & Sewer	\$31.51
5222	Elec. & Gas	\$1,003.62
5225	Telephone	\$1,665.87
5292	Radio	\$356.00
5319	Off. Supp.	\$845.55
5322	Subscript.	\$110.05
5324	Mem. Dues	\$391.00
5325*	Reg. & Tuition	\$3,675.02
5338*	Travel & per dium	\$1,843.84
5343	Prot. Cloth.	\$2,389.93
5346	Uniforms	\$32.96
5351	Gas, Diesel, Oil	\$3,325.00
5366	Build. Main.	\$1,580.88
5393	Recruit.	\$719.48
5364	Fire Prot.	\$244.65
5397	Lic. & Certs.	\$1,650.00
5852*	FAP EMS fund	\$294.39
5900	Emp Physicals	\$3,000.00
	TOTAL:	\$24,848.43

2015 Budget Overages

5297	Refuse	\$178.31
5311	Postage	\$49.62
5349	Oper. Supp.	\$231.20
5352	App. Main.	\$1,321.63
5353	Mach. & Equip.	\$507.16
5354*	Amb. Supp.	\$1,266.28
	TOTAL:	\$3,553.40

* supplies are reimbursed: billing

DIFFERENCE:

\$21,295.03

**Chippewa Falls Fire Emergency Services
Carry Over Requests - 2016
10,52200.**

424 school/overtime hours @ \$23.81 = \$10,095.44
three (3) personnel

5351 Gas, Diesel \$3,325.00
5325 Reg. Tuition \$3,675.02
5338 Travel & per dium \$1,943.84
5397 Lic. & Certs. \$1,650.00
\$10,593.86
CCEMT-P: school/overtime \$10,095.44
~~\$488.42~~

5218 Laundry \$1,589.08
5324 Mem. Dues \$391.00
5343 Prot. Clothing \$2,389.63
5346 Uniforms \$32.96
5364 Fire Prot. \$244.65
5343 Prof. Clothing \$4,647.32

Helmets @ \$290.95
Coats @ \$964.50
Pants @ \$819.50
Shipping @ \$95.00
\$1,969.95

5221 Water & Sewer \$31.51
5292 Radio \$356.00
CC EMT-P \$488.42
5292 Radio \$885.93

Pager @ \$418.00

5319 Office supplies \$645.55
5322 Subscript. \$110.05
5393 Recruit. \$719.48
5349 Oper. Supplies \$1,475.08
5365 Building Maint. \$1,580.88
5852 FAP EMS fund \$294.39

CCEMT-P \$10,095.44
Protective Clothing \$4,647.32
Radio Services \$885.93
Operating Supplies \$1,475.08
Building Maintenance \$1,580.88
FAP EMS Fund \$294.39
Carry Over Requested \$18,979.04

5343
5292
5349
5365
5852

**CHIPPEWA FALLS POLICE DEPARTMENT
MEMORANDUM**

TO: Finance Manager Lynne Bauer
FROM: Chief Stelter
DATE: March 24, 2016
RE: Carry Over Requests from 2015

This memorandum is in response to recent Committee 1 Meetings reference 2015 Carry-Over Requests from the Police Department. Thank you for this consideration.

FUNDS AVAILABLE:

1. 2015 Overall Budget Balance -	\$35,430
2. Training & Standards Reimbursement -	\$3,680
3. PD Misc. Funds from Evidence Room -	\$2,220
4. PD Auction Sales -	\$7,700
5. VA Grant OF \$47,487 (PD Share=21,487)	<u>\$21,400</u>
TOTAL	\$70,430.00

FUNDS POSSIBLY AVAILABLE BY JULY:

1. PD Reimbursed Overtime for Special Events	\$11,967
2. PD Grant Reimbursed Overtime from DOT	<u>\$10,546</u>
TOTAL	\$22,513.00

1. **Training Account# 10.52100.5325 \$3,680**
 Each budget year, we request carry money of the reimbursement from Training & Standards to assist with training costs. $70,430 - 3,680 = \$66,750.00$ New Balance.

2. **10 Body Cameras (11,000), Storage (27,000), Recording Equip.(18,000) = \$56,000**
 $66,750.00 - 56,000 = \$10,750.00$ New Balance.
 (The 5 In-Car Camera System for \$25,000 -hold off)

3. **Account# 10.52100.5365 \$2,800**
 Full ballistic lobby window at PD. The 2016 PD Budget Estimate for this project is \$2,800 short.
 $10,750 - 2,800 = \$7,950.00$ New Balance.

4. **Account# 10.52100.5365 \$3,600**
 I am requesting to add in \$3,600 for electrical lighting upgrade for the entire exterior of the PD Building.
 $7,950 - 3,600 = \$4,350.00$ New Balance.

5. **Account# \$4,350**
 Materials & labor to fully enclose range building. Seek community volunteers.
 $4,350 - 4,350 = \$0$ New Balance.

**CHIPPEWA FALLS POLICE DEPARTMENT
MEMORANDUM**

TO: Finance Manager Lynn Bauer
FROM: Chief Stalter
DATE: February 19, 2016
RE: Carry Over Requests from 2015

The purpose of this memorandum is to request funds from the Police Department's 2015 Overall Operational Budget be carried over into 2016. I have listed, in order of priority, projects to complete. My records indicate that the PD accounts and balances can fund the priorities listed. Thank you for consideration in these requests.

Options for carry over funding:

- ✓ PD 2015 overall budget balance = \$35,434 (all needed)
- ✓ Training & Standards Reimbursement = \$3,680 (all needed)
- ✓ PD Misc. funds from Evidence Room = \$2,221 (all needed)
- ✓ PD Auction Sales = \$7,706 (\$3,600 needed)
- ✓ PD reimbursed overtime for special events, parades, etc. = \$11,967.39 (Not Needed)
- ✓ PD Grant Funding from DOT for overtime = \$10,546.32 (Not Needed)

I respectfully submit the following:

1. Account #10.52100.5325 - \$3,680

This is reimbursement from Training & Standards for police officer annual in-service hours. Historically, the amount of the grant has been carried over to assist with funding in this account. $3,680 - 3,680 = \$0$ New Balance of T & S Reimbursement.

2. Account # 10.52100.5391- \$1,353.00

There were two purchases made from this account in December 2015; however, the one purchase on Dec. 31, 2015 was invoiced on January 4, 2016 and the other one was ordered and invoiced on December 31, 2015 but the CC transaction date is Jan 7, 2016. Both 2015 purchases will negatively affect this account this year; therefore, I am requesting carry over funding from the 2015 overall budget (\$35,434) to reestablish this account. $35,434 - 1,353 = \$34,081$ New Overall Balance.

3. 2016 Omitted Budget Request-Total \$43,000. (Of this amount \$20,000 + provided by VA Grant for the Body Camera Project).

Of the total amount listed, \$38,000 is requested for the body camera project. The VA Grant is anticipated to provide \$20,000 plus toward the Body Camera purchase, leaving a need for approx. \$18,000. $34,081 - 18,000 = \$16,081.00$ New Overall Balance.

\$5,000 is the omitted amount requested for the range building. The 2016 PD Budget has funding for a partial completed building (pavilion type). This omitted request would allow us to complete the building and enclose it. $16,081 - 5,000 = \$11,081$ New Overall Balance.

4. ~~Account# 10.52100.5365~~ **\$2,800.00**

For the 2016 Budget, I received an initial project cost of installing a full ballistic lobby window with the ability to speak and be heard from either side, as well as the ability to exchange cash, statements, etc. through an electronic controlled drawer (identical to Lake Hallie PD Lobby). The estimate was 2,800 short. $11,081 - 2,800 = \$8,281.00$ New Overall Balance.

5. ~~Account# 10.52100.5850~~ **\$2,500.00**

I am requesting to add back in \$2,500 for Office Furniture Upgrades. The original request of \$2,500 was removed at Budget Approval by Committee 1. This would assist me in completing my goal to complete the furniture upgrades with the 2016 and 2017 Budget. $8,281 - 2,500 = \$5,781.00$ New Overall Balance.

6. ~~Account# 10.52100.5365~~ **\$3,600.00**

I am requesting to add in \$3,600 for electrical lighting upgrade. This will upgrade all exterior lighting, providing better security lighting, and also reduce wattage use significantly. At time of budget preparation in 2015, I estimated \$2,500 for this project; however, the quote came in after that time at \$3,600. $5,781 - 3,600 = \$2,181.00$ New Overall Balance.

7. **2016 Omitted Budget Request-Est. Total \$8,000.00**

The block wall between the sidewalk and the front/east side of the PD building is in need of significant repair. The limestone block is deteriorating/crumbling and has been for several years. Each year, maintenance has been applying a sealant to prevent further decay; however, this application is no longer having an impact. Additionally, due that the wall is solid and does extend to the line of sight at the intersection of Island and Central Street, we have had complaints of poor visibility by travelers on Island Street, looking to the west (Central Street). I would propose that the wall (or a portion of it) be removed and some type of "see through" railing be installed. The wall is elevated; therefore, there will be some elevation landscaping necessary. I have not pursued bids at this time; therefore, the above is an approximate that would include a new design based upon building and sidewalk elevations, removal and disposal of current wall, purchase and install of railing and landscape material.

If the Committee would like to see this project completed, we could take the balance of \$2,181.00 from above Overall Budget, plus the Evidence Room Balance of \$2,221.00 for a total of \$4,402.00. Also, the PD Auction Sales has a balance of \$7,700. To complete the estimate of \$8,000, we could deduct \$3,600 from the PD Auction Sales Account. $4,402 + 3,600 = \$8,000.00$

Account #	Description	Balance	Carry-over Amount
10.52430.	Tornado Warning System	\$3,709.05	
5369	Supplies	\$1,000.00	\$1,000.00
5729	Contractual Services	\$2,685.00	\$2,685.00
10.52440.	Dam Maintenance	\$5,869.87	
5729	Contractual Services	\$1,919.00	\$1,919.00
5366	Inspection Fees	\$3,000.00	\$3,000.00
5369	Supplies	\$930.00	\$930.00
10.53110.	Street Dept. Buildings	-\$5,501.92	
5247	Repair and Maintenance of Buildings	-\$5,501.92	-\$5,501.92
10.53120.	City Shop	\$4,526.18	
5351	Gas, Diesel, Motor Oil & Grease	\$66,560.93	\$45,000.00
5352	Motor Vehicle Parts	\$8,997.67	\$8,997.67
5350	Purchase From Sale of Scrap	-\$69,005.00	
10.53210.	Superintendent of Streets	\$33,133.41	
5122	Overtime	\$17,027.59	\$17,027.59
5125	Temp Help	\$4,352.36	\$4,352.36
1053310	S.D. Paid/Laevr Empl. Testing	\$653.40	
5180	Physicals	\$321.40	\$321.40
10.53330.	Maintenance of Street	\$1,298.55	
5451	Recycled Gravel	\$1,298.55	\$1,298.55
10.53340.	Surface Sealing	-\$402.82	
		-\$402.82	-\$402.82

1053350	Street Cleaning & Flushing	-\$417.48	-\$417.48
10.53360.	Snow & Ice Removal	\$33,573.03	\$21,832.90
5454	Salt	\$21,832.90	\$13,003.56
5353	Machinery and Equipment Parts	\$13,003.56	
5353			
10.53370.	Tree & Brush Control	\$900.00	
10.53380.	Street Signs & Marking	\$6,824.14	\$6,824.14
5363	Sign Post and Supplies	\$6,824.14	\$6,824.14
10.53420.	Street Lighting	-\$11,847.76	-\$11,847.76
10.53450.	Traffic Controls	\$7,982.10	\$2,901.78
6354	Traffic Signal Supplies	\$2,901.78	\$2,901.78
10.5346	Bridges	\$2,236.58	\$2,236.58
10.53490.	Drinking Fountain	\$9.54	\$9.54
10.55630.	Weed Control	-\$911.50	-\$911.50
10.57220.	Land Fill Site Maintenance	-\$1,062.11	-\$1,062.11
10.5723	Yard Waste Disposal	-\$7,219.00	-\$7,219.00
10.51810.5858	City Hall Roof	\$3,000.00	\$3,000.00
10.53290.5349	Eng. Office Operating Supplies	\$1,136.89	\$1,136.89
10.53290.5325	Eng. Registration Fees and Tuition	\$1,475.00	\$1,475.00
10.53290.5338	Eng. Travel and per Diem	\$600.00	\$600.00

10.53390.5299	Curb and Gutter Contractual Services	\$5,160.68	\$5,160.68
10.53430.5299	Sidewalk and Crosswalk Maint. Contr.	\$4,478.10	\$4,478.10
10.64010.6000	Sidewalk Constr. Contract Payments	-\$3,829.98	-\$3,829.98

~~\$174,822.51~~

117,998.17

Total carry over

2016 EQUIPMENT REQUESTS

Committee #1 Discussion - February 29, 2016

DEPARTMENT	ESTIMATED COST	ITEM(S) REQUESTED	APPROVED	BOND	OTHER FUNDING
Fire	\$ 189,000	Ambulance Replacement			
	\$ 26,000	Cardiac Monitor Replacement			
	\$ 215,000				
Library	\$ 49,700	Air Conditioning Replacement			
	\$ 50,000	Replace Hydraulic Cylinder on Elevator			
	\$ 99,700				
Parks & Recreation	\$ 61,000	Bobcat 5600			PARTIAL - TIF?
(For Downtown Entrance Park)	\$ 26,000	1/2 Ton Pick Up Truck			PARTIAL - TIF?
	\$ 15,000	72" Mower with Bagger			PARTIAL - TIF?
	\$ 4,500	42" Mower with Bagger			PARTIAL - TIF?
	\$ 5,000	16' Trailer			PARTIAL - TIF?
	\$ 350	Trimmer			PARTIAL - TIF?
	\$ 111,850				
(General - Parks)	\$ 57,800	Two Ton Truck-Ford 650 cab/chassis			
	\$ 2,000	Increase axle weight rating to front end - Ford 650			
	\$ 33,100	9 ft. Dump Box, 11 ft. plow, safety lighting package			
	\$ 92,900				
TOTAL Parks	\$ 204,750				
Street	\$ 320,000	Plow/Dump Truck (2)			
	\$ 56,000	T-2 Asphalt Recycler			
	\$ 35,000	1-Ton Truck			
	\$ 35,000	4-Ton Asphalt Patch Trailer			
	\$ 30,000	Parts Truck			
	\$ 476,000				
TOTAL REQUESTS	\$ 995,450				

Lynne Bauer

From: Michael L. Hepfler
Sent: Monday, April 11, 2016 10:32 AM
To: Rob Kiefer; Brent Ford; John Monarski
Cc: Lynne Bauer; Greg Hoffman (work); Greg Hoffman
Subject: Ambulance request information.
Attachments: 2016 Ambulance repairs report.pdf

Committee #1 members, Mayor & Finance Director,

Attached is the most up to date repair costs from 2014 thru March of 2016 for all ambulances.

The department have been approached by Foster Coach and advised of the availability of a demo program vehicle that would fit our needs.

A 2016 Ford F450 4x4 ambulance with around 1,200 mile for approximately at \$175,000.00. Along with the cost of the demo unit, they have expressed interest in obtaining the ambulance (Medic #4 – 2003 Ford E-450) we will be retiring for a trade value of approximately \$5000.00. If we are able to secure the initial \$175,000.00, we could utilize the trade value to complete the ambulance package and have the unit operational in approximately one month.

We feel that this is a great opportunity to not only obtain a new ambulance but also to save in the area of \$25,000.00 when compared to ordering a built to order 2017 ambulance.

I hope this helps you with your decision on the purchase of ambulance for 2016.

If there are any questions please contact me on my cell prior to Thursday, April 14th.

Respectfully,

Mike Hepfler, Fire Chief
Chippewa Falls Fire & Emergency Services Department
211 Bay Street
Chippewa Falls, WI 54729
Station #1: 715-723-5710
Office: 715-726-2712
Cell: 715-579-2367
mhepfler@chippewafalls-wi.gov

**Chippewa Falls Fire & EMS Medic Units
Mileage, Run Hours and Repair Costs
04/10/2016**

Station #1

Station #2

Medic #1 - 2013 Ford E-450 Super Duty

Mileage = 61,722

Hours = 2,806

2014: \$555.51

2015: \$5,657.13

2016: \$2,473.20

Medic#2 - 2010 Ford E-450

Mileage = 167,031

Hours = 7,216

2014: \$12,431.78

2015: \$8,434.67

2016: \$323.07

Medic #3 - 2007 Ford E-450 Super Duty

Mileage = 143,991

Hours = 7,694

2014: \$5,441.02

2015: \$1,215.63

2016: \$0.00

Backup rig

Medic #4 - 2003 Ford E-450

Mileage = 118,202

Hours = 9,208

2014: \$392.58

2015: \$3,985.77

2016: \$163.62

Backup rig

Repairs costs rise after the warranty expires.

EMS run volume increases annually.

2012 - 2,499

2013 - 2,634

2014 - 2,750

2015 - 2,831

2016 - 0809

(0752 = 04/10/2015)

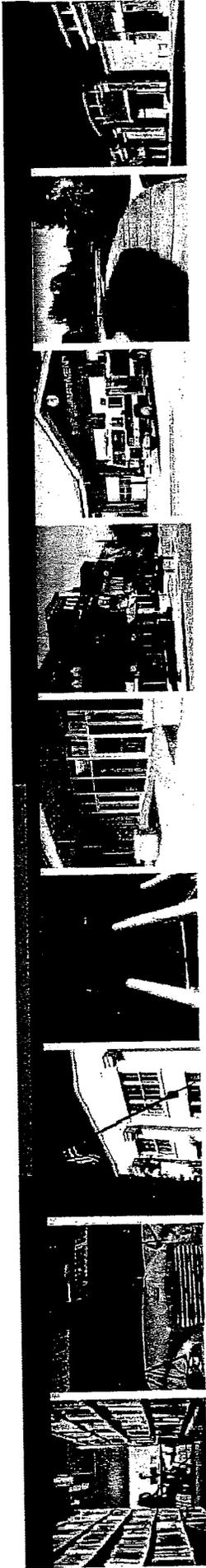
**Chippewa Falls Public Library
Air Conditioning Costs for 2015**

Date	Reason for Call	Hours	Cost
3/15/2015	Short in System. Located leak on head pressure control ordered parts. No refrigerant in the system. Located leak replaced the leaking pressure switch. Recharged the system with refrigerant 100 lbs + parts	2	\$2,445.98
4/17/2015	AC Unit not responding	2	\$178.00
4/20/2015	AC Unit checked, parts ordered	2	\$178.00
4/29/2015	AC not working.	4	\$356.00
4/30/2015	Leak repaired in AC	13	\$1,157.00
6/8/2015	Called no cooling, ordered parts	2	\$178.00
6/9/2015	Replaced board, checked operation of unit	3	\$267.00
6/25/2015	Trip charges for 2 calls+ replacement parts	4.5	\$309.58
7/28/2015	Leak checked on AC/ located leak on header	5	\$400.50
7/30/2015	Repaired leak on AC, pressure tested and recharged unit		\$445.00
7/31/2015	Added 30 lbs of R-22 refrigerant. Materials for repairs		\$1,442.30
	Pulled vacuum and recharged unit to factory specs		
	adding 60 lbs of R-22 refrigerant. + trip charges		
Total			\$7,357.36

**note manufacturer is phasing out the refrigerant for this unit

**Parks, Recreation & Forestry Department
Equipment Needs - Riverfront Park**

Equipment Request	Equipment Cost	% of time equipment will be used at Riverfront Park
Bobcat Tractor 5600	\$61,000.00	75%
1/2 Ton Pick Up Truck	\$26,000.00	100%
MOWER - 72", with Bagger	\$15,000.00	100%
MOWER - 42", with Bagger	\$4,500.00	100%
Trailer - 16'	\$5,000.00	100%
Trimmer	\$350.00	100%
Total	\$111,850.00	



EHLERS

LEADERS IN PUBLIC FINANCE

City of Chippewa Falls, WI Debt Planning Update

Committee No. 1

4/14/2016



Discussion Topics

- Current situation
- Capital project discussions
 - Fire station
 - Street construction
 - Equipment purchases
 - Riverside Park
- Next steps



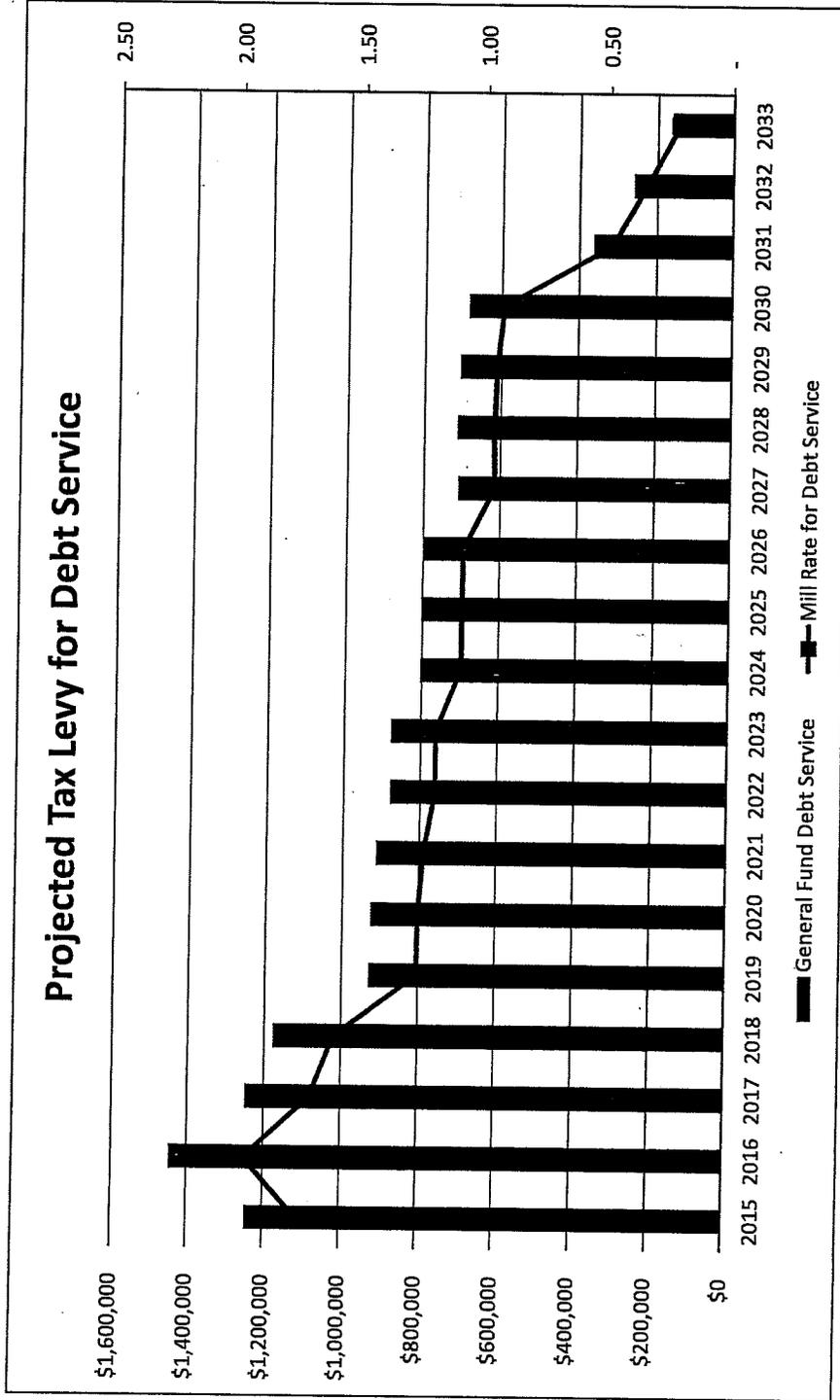
Current Situation – G.O. Borrowing Capacity

Levy Year	Collect Year	TID IN Equalized Valuation	2008 G.O. Prom. Notes	2008 G.O. Bonds	2008 G.O. Ref. Bonds	2009 G.O. Bonds	2012 G.O. Bonds	2012 Tax. G.O. Ref. Bonds	2013 G.O. Bonds	2014 G.O. Bonds	2015 G.O. Prom. Note	Any time	5% G.O. Borrowing Capacity	Beginning of Year Principal Outstanding	Total Principal Payment	End of Year Principal Outstanding	End of Year Remaining Borrowing Capacity	End of Year Percent Remaining			
2015	2016	839,938,100	\$465,000	\$1,485,000	\$1,245,000	\$5,635,000	\$6,065,000	\$2,310,000	\$4,405,000	\$3,970,000	\$71,500	\$71,500	41,996,905	20,311,500	2,020,819	18,290,681	23,706,224	66%			
2016	2017	839,938,100	85,000	85,000	60,000	325,000	435,000	280,000	175,000	310,000	190,178	190,178	41,996,905	18,370,503	1,920,178	16,370,503	25,626,402	61%			
2017	2018	839,938,100	60,000	80,000	60,000	335,000	475,000	295,000	280,000	280,000	195,503	195,503	41,996,905	14,460,000	1,685,000	12,775,000	27,636,905	66%			
2018	2019	839,938,100	160,000	160,000	100,000	695,000	340,000	100,000	295,000	195,000	195,000	195,000	41,996,905	12,775,000	1,715,000	11,060,000	30,638,905	74%			
2019	2020	839,938,100	165,000	165,000	705,000	720,000	345,000	110,000	295,000	135,000	135,000	135,000	41,996,905	9,310,000	1,760,000	8,150,000	32,686,905	78%			
2020	2021	839,938,100	175,000	175,000	720,000	720,000	345,000	115,000	295,000	135,000	135,000	135,000	41,996,905	8,150,000	1,155,000	7,045,000	34,951,905	81%			
2021	2022	839,938,100	100,000	100,000	100,000	90,000	310,000	130,000	285,000	165,000	165,000	165,000	41,996,905	7,045,000	1,110,000	6,000,000	35,996,905	83%			
2022	2023	839,938,100	95,000	95,000	85,000	90,000	300,000	85,000	270,000	255,000	255,000	255,000	41,996,905	6,000,000	1,045,000	5,045,000	36,991,905	88%			
2023	2024	839,938,100	100,000	100,000	100,000	100,000	250,000	380,000	380,000	125,000	240,000	240,000	41,996,905	5,045,000	995,000	4,065,000	37,991,905	90%			
2024	2025	839,938,100	110,000	110,000	110,000	110,000	350,000	330,000	330,000	235,000	235,000	235,000	41,996,905	4,065,000	990,000	3,065,000	38,836,905	92%			
2025	2026	839,938,100	120,000	120,000	120,000	110,000	305,000	280,000	280,000	240,000	240,000	240,000	41,996,905	3,160,000	930,000	2,230,000	39,766,905	95%			
2026	2027	839,938,100	105,000	105,000	105,000	110,000	285,000	285,000	100,000	255,000	255,000	255,000	41,996,905	1,500,000	730,000	1,500,000	40,496,905	96%			
2027	2028	839,938,100	145,000	145,000	145,000	105,000	315,000	145,000	100,000	180,000	180,000	180,000	41,996,905	860,000	640,000	860,000	41,136,905	98%			
2028	2029	839,938,100	100,000	100,000	100,000	100,000	350,000	100,000	100,000	180,000	180,000	180,000	41,996,905	410,000	250,000	410,000	41,586,905	99%			
2029	2030	839,938,100	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	41,996,905	160,000	160,000	160,000	41,836,905	100%			
2030	2031	839,938,100											41,996,905				41,836,905	100%			
2031	2032	839,938,100											41,996,905				41,836,905	100%			
2032	2033	839,938,100											41,996,905				41,836,905	100%			
2033	2033	839,938,100											41,996,905				41,836,905	100%			
Total													115,000	1,125,000	180,000	3,990,000	5,380,000	1,465,000	4,080,000	3,465,000	571,500

- General obligation borrowing capacity limited to \$41,996,905 (5% of equalized value of \$839,938,100)
- As of beginning of 2016, \$20,311,500 of G.O. debt outstanding (48% of limit)
- Generally recommended to keep at least 10% - 20% of capacity in reserve



Current Situation – Debt Levy



- 2015 levy for G.O. debt service = \$1,447,856 (1.96 equalized mills – 1.74 in 2015)



Remaining Financing for 2016

- Fire station project: \$5,000,000
- Annual equipment purchases: \$350,000
- Street projects including utility reconstruction
 - Levy: \$605,715
 - Wastewater: \$127,700
 - Water: \$182,950
 - Storm Water: \$104,510
 - Special Assessments: \$380,475
- Riverside Park: \$3,245,291



Proposed Approach

- 20-year G.O. bond issue to cover
 - Fire station
 - Levy and utility portions of street projects
- 3-5 year G.O. note issue to cover equipment expenses
- Consider non-G.O. options for other projects
 - State Trust Fund TID Revenue Loan for Riverside Park
 - Special Assessment B Bonds for special assessed street projects, but smaller size than originally envisioned may allow inclusion in G.O. bond issue



Why Consider Non-G.O. Options?

- Bonds estimated at \$6,165,000 and Notes estimated at \$350,000 for total G.O. issues of at least \$6,515,000
- \$6.5M in two issues is manageable but significant
- Adding additional \$3,625,000 for park and special assessments presents several issues:
 - Rating pressure
 - Use of G.O. capacity
 - Bank qualification: pushes City over \$10M annual limit, meaning interest rates will be higher, all else being equal



EHLERS
LEADERS IN PUBLIC FINANCE

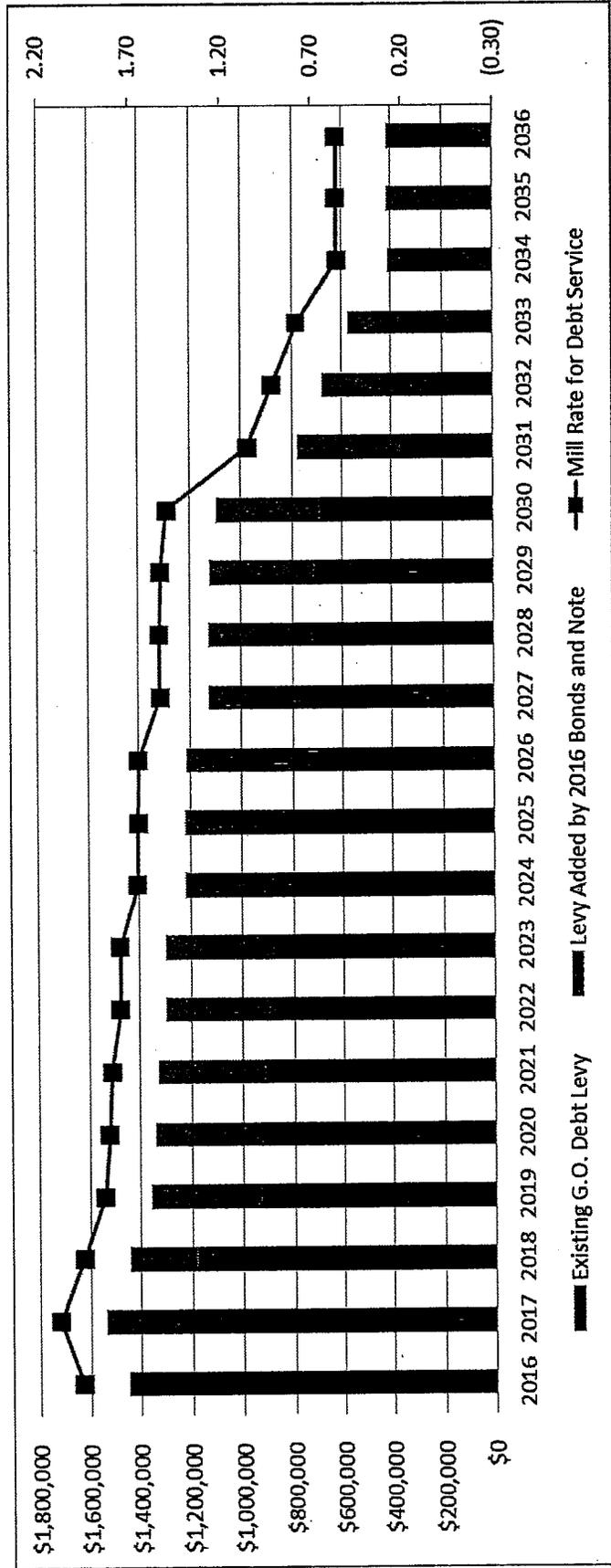
Proposed Structure of Bonds

Year	Principal	Rate	Interest	Total P&I	Streets	Fire Station	Wastewater	Water	Storm Water
2016									
2017	15,000	1.00%	178,238	193,238	17,844	148,590	8,719	10,063	8,022
2018	15,000	1.15%	152,625	167,625	15,295	127,363	8,138	9,290	7,540
2019	180,000	1.35%	152,453	332,453	45,295	262,363	8,080	9,233	7,483
2020	295,000	1.50%	150,023	445,023	44,890	370,540	8,013	14,165	7,415
2021	300,000	1.60%	145,598	445,598	44,440	371,865	7,938	14,015	7,340
2022	305,000	1.75%	140,798	445,798	43,960	372,865	7,858	13,855	7,260
2023	310,000	1.85%	135,460	445,460	43,435	373,403	7,770	13,680	7,173
2024	315,000	1.95%	129,725	444,725	42,880	373,593	7,678	13,495	7,080
2025	320,000	2.10%	123,583	443,583	42,295	373,425	7,580	13,300	6,983
2026	325,000	2.20%	116,863	441,863	41,665	372,755	7,475	13,090	6,878
2027	335,000	2.30%	109,713	444,713	46,005	371,705	7,365	12,870	6,768
2028	340,000	2.50%	102,008	442,008	45,200	370,265	7,250	12,640	6,653
2029	350,000	2.60%	93,508	443,508	44,325	373,140	7,125	12,390	6,528
2030	355,000	2.70%	84,408	439,408	43,415	370,470	6,995	12,130	6,398
2031	370,000	2.80%	74,823	444,823	42,470	372,370	11,860	11,860	6,263
2032	385,000	2.95%	64,463	449,463	46,490	373,690	11,580	11,580	6,123
2033	390,000	3.05%	53,105	443,105	45,310	369,250	11,285	11,285	5,975
2034	400,000	3.15%	41,210	441,210	44,090	369,338	10,980	10,980	5,823
2035	420,000	3.25%	28,610	448,610	42,830	373,785	10,665	10,665	10,665
2036	440,000	3.40%	7,480	447,480	45,765	371,205	10,170	10,170	10,170
Totals	6,165,000		2,084,688	8,249,688	827,899	6,861,977	174,521	240,756	144,534

• Interest only on streets and fire station for first two years mitigates levy impact



Levy Impact of G.O. Bonds and Note



- Debt levy increases from \$1,447,856 (1.96 equalized mills) in 2016 to \$1,540,051 (2.08 mills) in 2017
- Interest only on levy component for first two years allows for equipment borrowing next year with little or no impact
- Future equipment borrowing or other borrowing may impact levy



Riverside Park Financing

- Previously considered using State Trust Fund TID Revenue Loan for this project
- Total cost estimated at \$3,245,291 with \$218,500 in grants
- STFL is recommended approach at this time
 - Does not count against G.O. borrowing capacity
 - Pre-payable every year between January 1 and August 31, which may be valuable since TID 11 largely covers expenses of TID 12
 - Rates are higher (4.25-4.50% is likely) than G.O. debt, but advantages outweigh higher interest expense



Proposed Structure of State Trust Fund Loan

Year	Principal	Rate	Interest	Total P&I
2016				
2017	145,543	4.50%	84,893	230,436
2018	99,880	4.50%	130,556	230,436
2019	104,374	4.50%	126,062	230,436
2020	108,738	4.50%	121,697	230,436
2021	113,964	4.50%	116,472	230,436
2022	119,093	4.50%	111,343	230,436
2023	124,452	4.50%	105,984	230,436
2024	129,777	4.50%	100,659	230,436
2025	135,892	4.50%	94,544	230,436
2026	142,007	4.50%	88,429	230,436
2027	148,398	4.50%	82,038	230,436
2028	154,869	4.50%	75,567	230,436
2029	162,045	4.50%	68,391	230,436
2030	169,337	4.50%	61,099	230,436
2031	176,957	4.50%	53,479	230,436
2032	184,795	4.50%	45,641	230,436
2033	193,236	4.50%	37,200	230,436
2034	201,931	4.50%	28,505	230,436
2035	211,018	4.50%	19,418	230,436
2036	220,487	4.50%	9,949	230,436
Totals	3,046,791		1,561,924	4,608,715

- TID 11 is generating over \$1,500,000 annually in revenue and can increase transfers to TID 12 to cover debt service
- Additional cushion in TID 11 of balance of \$1,872,286 as of 12/31/2014



Special Assessments

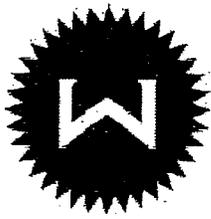
- Previously considered using Special Assessment B Bonds when costs estimated around \$750,000 for 2016
- Actual costs at \$380,475 could make stand-alone issue at this time not cost-effective
- Several options
 - Continue to explore Special Assessment B bonds
 - Include in G.O. Bond issue
 - Issue separate G.O. Note with prepayment flexibility



Next Steps

- Determine approach to special assessment projects
- Discuss any final refinements to G.O. bond issue structure
- Bring additional authorizations before Council
- Time sale of debt with need for funds





EHLERS

LEADERS IN PUBLIC FINANCE

Brian Reilly
Senior Municipal Advisor

(651) 697-8541
breilly@ehlers-inc.com



1.00% increase

SCHEDULE A2
2016 Non-Union Salary Structure Effective 1/1/16

<u>Position</u>	<u>Grade</u>	
Confidential Secretary	3	
Executive Secretary	4	
Recreation Supervisor	4	
Parks & Rec Working Foreman	10	
City Clerk	11	
Senior Engineering Technician	13	
Fire Battalion Chief	13*	
Utility Office Supervisor	13	
City Inspection & Zoning Administrator	14	
Library Director	14	
City Assessor	14	Contracted
Patrol Police Sergeant	14	
Patrol Police Lieutenant	15	
Battalion Chief	15	
Assistant City Engineer	15	
Water Supervisor	15	
Wastewater Supervisor	15	
Street & Water Maintenance Manager	15	
Director of Parks, Rec & Forestry	15	
City Planner	16	
Finance Mgr/Treasurer	18	
Fire Chief	18	
Police Chief	18	
Director of Public Works/Manager of Public Utilitie	18	

Salary Range

Grade	Hire	A	B	C	D	Mid Point	E	F	G	Maximum
1	28,600.89	30,030.93	31,460.97	32,891.02	34,321.06	35,751.11	37,538.66	39,326.22	41,113.77	42,901.33
2	29,744.93	31,232.18	32,719.43	34,206.67	35,693.92	37,181.17	39,040.23	40,899.28	42,758.34	44,617.40
3	30,934.72	32,481.46	34,028.20	35,574.93	37,121.67	38,668.41	40,601.83	42,535.25	44,468.67	46,402.09
4	32,172.12	33,780.73	35,389.33	36,997.94	38,606.55	40,215.15	42,225.91	44,236.67	46,247.42	48,258.18
5	33,458.98	35,131.93	36,804.88	38,477.83	40,150.78	41,823.73	43,914.92	46,006.10	48,097.29	50,188.48
6	34,797.35	36,537.22	38,277.08	40,018.95	41,756.82	43,496.69	45,671.52	47,846.35	50,021.19	52,196.02
7	36,189.23	37,998.69	39,808.15	41,617.62	43,427.08	45,236.54	47,498.37	49,760.19	52,022.02	54,283.85
8	37,636.80	39,518.64	41,400.48	43,282.32	45,164.16	47,046.00	49,398.30	51,750.60	54,102.90	56,455.20
9	39,142.28	41,099.40	43,056.51	45,013.62	46,970.74	48,927.85	51,374.24	53,820.64	56,267.03	58,713.42
10	40,707.95	42,743.34	44,778.74	46,814.14	48,849.54	50,884.93	53,429.18	55,973.43	58,517.67	61,061.92
11	43,150.43	45,307.95	47,465.47	49,622.99	51,780.51	53,938.04	56,634.94	59,331.84	62,028.74	64,725.64
12	45,739.47	48,026.44	50,313.41	52,600.39	54,887.36	57,174.33	60,033.05	62,891.77	65,750.48	68,609.20
13	48,483.81	50,908.01	53,332.20	55,756.39	58,180.58	60,604.77	63,635.01	66,665.24	69,695.48	72,725.72
14	51,392.84	53,962.48	56,532.12	59,101.76	61,671.41	64,241.05	67,453.10	70,665.15	73,877.21	77,089.26
15	54,476.40	57,200.22	59,924.04	62,647.86	65,371.68	68,095.50	71,500.28	74,905.05	78,309.83	81,714.60
16	57,744.99	60,632.24	63,519.49	66,406.74	69,293.99	72,181.24	75,790.30	79,399.36	83,008.42	86,617.48
17	61,209.71	64,270.19	67,330.68	70,391.16	73,451.65	76,512.14	80,337.74	84,163.35	87,988.96	91,814.56
18	64,882.28	68,126.39	71,370.51	74,614.62	77,858.74	81,102.85	85,157.99	89,213.14	93,268.28	97,323.42



**Minutes
Committee #2
Labor Negotiations, Personnel, Policy & Administration
April 14, 2016**

Committee #2 met on Thursday, April 14, 2016 at 8:00 AM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: CW King, Chuck Hull, and John Monarski
Mayor/Other Council Members present: Mayor Hoffman, Rob Kiefer, Paul Nadreau
Others present: Finance Manager/Treasurer Lynne Bauer, Police Chief Wendy Stelter, Lt. Matt Kelm, City Clerk Bridget Givens, Public Works Director/City Engineer/Public Utilities Manager Rick Rubenzer, Street & Utility Maintenance Manager Rick Ruf, Firefighter Greg Bowe.

Call to Order: 8:00 AM

1. Discuss Drug & Alcohol-Free Workplace Policy. Possible recommendations to the Council.

A draft Drug & Alcohol-Free Workplace Procedure to supplement the Employee Handbook policy was reviewed. To date, only employees with a CDL have been randomly tested. This policy would allow testing of all city employees. Issues to be determined include what is an acceptable level of breath alcohol concentration, collection and testing procedures. State guidelines have a zero tolerance for those operating equipment with a CDL. Further discussion will take place at the next meeting.

No action taken.

2. Discuss request to fill Fire Department Part-time Office Assistant due to a retirement and review updated job description. Possible recommendations to the Council.

The Committee reviewed the updated job description for the Part-time (26.25 hours per week) Fire Department Office Assistant. This position is currently on the Administrative Pay Grid due to previous confidential duties for the Mayor and City Administrator which were eliminated in 2011 when the position was reduced to 70%. This position will be in the clerical group with a starting wage of \$16.35 per hour.

Motion by Hull/Monarski to recommend the Council approve the updated job description for the Part-Time Fire Department Office Assistant and authorize the position to be filled with a starting wage of \$16.35 per hour. All present voted aye. Motion carried.

3. Motion by Hull/Monarski to go into closed session under Sec. 19.85 (1) (c), Wis. Stats. for "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or

exercises responsibility” to: a) Discuss benefits/compensation for Police Lieutenant; and to include Committee and Council Members, Mayor Hoffman, Finance Manager/Treasurer Bauer, Police Chief Stelter and Lt. Kelm; may return to open session.

Roll Call Vote: Hull – Aye; Monarski – Aye; King – Aye. Motion carried.

The Committee discussed compensation for the Police Lieutenant.

Motion by Hull/Monarski to return to open session. All present voted aye. Motion carried.

Committee Chair King reported that a unanimous motion in closed session placed Lieutenant Bebeau at Grade 15 Step E effective May 13, 2016 with progression to 15F on January 1, 2019.

4. Adjournment

Motion by Monarski/Hull to adjourn at 8:34 AM. All present voted aye. Motion carried.

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

DRUG & ALCOHOL-FREE WORKPLACE

POLICY: No employee shall report to work or be under the influence of alcohol, illegal drugs or other drugs which affect the employee's judgment, coordination, decision-making or safety during working hours. This policy includes any paid or unpaid lunch periods as well as training sessions and the working hours of conferences. The sale, possession, transfer or purchase of illegal drugs while in the course and scope of employment is also prohibited.

Purpose: The purpose of this policy is to: a) establish and maintain a safe and healthy work environment, b) reduce absenteeism and tardiness, and c) improve job performance.

Sale/Purchase/Distribution: No employee shall sell, purchase or distribute alcohol or other drugs during work hours or while attending employer-sponsored events, conferences and training sessions. The employer may expressly authorize exceptions to this policy, including authorizing permission to use alcohol at a designated social event.

Drug & Alcohol Testing: The City may conduct drug & alcohol testing based on reasonable suspicion that the employee is under the influence of alcohol or illegal drugs and may conduct testing for employees in testing-designated positions (such as CDL). Any such testing will be done in accordance with established procedures.

Duty to Report: Every employee has a duty to notify his/her supervisor immediately of any drug use that might impair job performance including the ability to safely operate machinery or equipment. "Drug use" includes use of prescription drugs that may have a negative impact, even a temporary impact, on the employee's job performance.

Violations of Policy: Violations or allegations of violations of this policy will be evaluated on a case-by-case basis and may result in disciplinary action, up to and including discharge from employment.

DRUG AND ALCOHOL-FREE WORKPLACE PROCEDURE (DRAFT 4/14/2016)
(SUPPLEMENTAL TO EMPLOYEE HANDBOOK DRUG & ALOCOHOL-FREE WORKPLACE POLICY)

In compliance with the Drug-Free Workplace Act of 1988, City of Chippewa Falls has a longstanding commitment to provide a safe, quality-oriented and productive work environment consistent with the standards of the community in which the company operates. Alcohol and drug abuse poses a threat to the health and safety of the City of Chippewa Falls employees and to the security of the City of Chippewa Falls equipment and facilities. For these reasons, the City of Chippewa Falls is committed to the elimination of drug and alcohol use and abuse in the workplace.

Scope

This policy outlines the practice and procedure designed to correct instances of identified alcohol and drug use in the workplace.

This policy applies to all employees and all applicants for employment of the City of Chippewa Falls. The City is responsible for policy administration.

Substance Abuse Awareness

Illegal drug use and alcohol misuse have many serious adverse health and safety consequences. Information about those consequences and sources of help for drug or alcohol problems is available from the Finance & Administration Department, which has been trained to make referrals and to assist employees with drug or alcohol problems.

Employee Assistance

The City of Chippewa Falls will assist and support employees who voluntarily seek help for such problems before becoming subject to discipline or termination under this or other City of Chippewa Falls policies. Such employees will be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety-sensitive or require driving, or if they have violated this policy previously. Once a drug test has been scheduled, unless otherwise required by the Family and Medical Leave Act or the Americans with Disabilities Act, the employee will have forfeited the opportunity to be granted a leave of absence for treatment, and possible discipline, up to and including discharge, will be unavoidable.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to their supervisor. Employees should not, however, disclose to City of Chippewa Falls underlying medical conditions unless directed to do so.

Work Rules

1. Whenever employees are working, are operating any City of Chippewa Falls vehicle, are present on City of Chippewa Falls premises or are conducting company-related work offsite, they are prohibited from:
 - a. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
 - b. Being under the influence of alcohol or an illegal drug as defined in this policy.
 - c. Possessing or consuming alcohol.
2. The presence of any detectable amount of any illegal drug or illegal controlled substance in an employee's body system, while performing company business or while in a company facility, is prohibited.
3. City of Chippewa Falls will also not allow employees to perform their duties while taking prescribed drugs that are adversely affecting their ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.
4. Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

Required Testing

Pre-employment

Certain applicants may be required to take a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.

Reasonable suspicion

Employees are subject to testing based on (but not limited to) observations by the supervision of apparent workplace use, possession or impairment. The Finance and Administration Department should be consulted before sending an employee for testing. All levels of supervision making this decision must use the Observation Checklist (Appendix A) to document specific observations and behaviors that create a reasonable suspicion that the person is under the influence of illegal drugs or alcohol. If the results of the Observation Checklist indicate further action is justified, the department head or supervisor should confront the employee with the documentation and with a union representative present (for all unionized employees) or with another member of management (for all nonunionized employees). *Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. Two members of supervision/management and a union rep (if appropriate) must escort the employee; the supervisor/manager will make arrangements for the employee to be transported home.*

Post-accident

Employees are subject to testing when they cause or contribute to accidents that seriously damage a City of Chippewa Falls vehicle, machinery, equipment or property or result in an injury to themselves

or another employee requiring offsite medical attention. A circumstance that constitutes probable belief will be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle (including a City of Chippewa Falls forklift, pickup truck and aerial/man-lifts) is found to be responsible for causing the accident. In any of these instances, the investigation and subsequent testing must take place within two hours following the accident, if not sooner. *Under no circumstances will the employee be allowed to drive himself or herself to the testing facility.*

Follow-up

Employees who have tested positive, or otherwise violated this policy, are subject to discipline, up to and including discharge. Depending on the circumstances and the employee's work history/record, City of Chippewa Falls may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies determined by City of Chippewa Falls for a minimum of one year but not more than two years as well as a waiver of the right to contest any termination resulting from a subsequent positive test. If the employee either does not complete the rehabilitation program or tests positive after completing the rehabilitation program, the employee will be subject to immediate discharge from employment.

Collection and Testing Procedures

Employees subject to alcohol testing should be driven to the City's designated facility (currently St. Joseph's Hospital) and directed to provide breath specimens. In certain circumstances, it may be acceptable to use the Chippewa Falls Police Department for testing. Breath specimens should be tested by trained technicians using federally approved breath alcohol testing devices capable of producing printed results that identify the employee. If an employee's breath alcohol concentration is .04 or more, a second breath specimen should be tested approximately 20 minutes later. The results of the second test should be determinative. Alcohol tests may, however, be a breath, blood or saliva test, at the City's discretion. For purposes of this policy, test results generated by law enforcement or medical providers may be considered by the company as work rule violations.

Applicants and employees subject to drug testing should be driven to the City's designated medical facility (currently St. Joseph's Hospital) and directed to provide urine specimens. Applicants and employees may provide specimens in private unless they appear to be submitting altered, adulterated or substitute specimens. Collected specimens should be sent to a federally certified laboratory and tested for evidence of marijuana, cocaine, opiates, amphetamines, PCP, benzodiazepines, methadone, methaqualone and propoxyphane use. (Where indicated, specimens may be tested for other illegal drugs.) The laboratory should screen all specimens and confirm all positive screens. There must be a chain of custody from the time specimens are collected through testing and storage.

The laboratory should transmit all positive drug test results to a medical review officer (MRO) retained by the City of Chippewa Falls, who should offer persons with positive results a reasonable opportunity to rebut or explain the results. Individuals with positive test results may also ask the MRO to have their split specimen sent to another federally certified laboratory to be tested at the applicant's or

employee's own expense. Such requests must be made within 72 hours of notice of test results. If the second facility fails to find any evidence of drug use in the split specimen, the employee or applicant will be treated as passing the test. In no event should a positive test result be communicated to City of Chippewa Falls until such time that the MRO has confirmed the test to be positive.

Consequences

Applicants who refuse to cooperate in a drug test or who test positive will not be hired and will not be allowed to reapply/retest in the future.

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated. *If the employee refuses to be tested, yet the City believes he or she is impaired, under no circumstances will the employee be allowed to drive himself or herself home.*

The first time an employee tests positive for alcohol or illegal drug use under this policy, the result will be discipline up to and including discharge.

Employees will be paid for time spent in alcohol or drug testing and then suspended pending the results of the drug or alcohol test. After the results of the test are received, a date and time will be scheduled to discuss the results of the test; this meeting will include a member of management/supervision, a union representative (if requested), and Finance and Administration. Should the results prove to be negative, the employee will receive back pay for the times/days of suspension.

Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO should be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

Inspections

The City of Chippewa Falls reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband; affected employees may have union representation (if appropriate) involved in this process. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including discharge.

Crimes Involving Drugs

The City of Chippewa Falls prohibits all employees, including employees performing work under government contracts, from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on company premises or while conducting company business. City of Chippewa Falls

employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel should be notified, as appropriate, when criminal activity is suspected.

The City of Chippewa Falls does not desire to intrude into the private lives of its employees, but recognizes that employees' off-the-job involvement with drugs and alcohol may have an impact on the workplace. Therefore, City of Chippewa Falls reserves the right to take appropriate disciplinary action for drug use, sale or distribution while off company premises. All employees who are convicted of, plead guilty to or are sentenced for a crime involving an illegal drug are required to report the conviction, plea or sentence to HR within five days. Failure to comply will result in automatic discharge. Cooperation in complying may result in suspension without pay to allow management to review the nature of the charges and the employee's past record with the City of Chippewa Falls.

Definitions

"Company premises" includes all buildings, offices, facilities, grounds, parking lots, lockers, places and vehicles owned, leased or managed by City of Chippewa Falls or on any site on which the company is conducting business.

"Illegal drug" means a substance whose use or possession is controlled by federal law but that is not being used or possessed under the supervision of a licensed health care professional. (Controlled substances are listed in Schedules I-V of 21 C.F.R. Part 1308.)

"Refuse to cooperate" means to obstruct the collection or testing process; to submit an altered, adulterated or substitute sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; or to fail to promptly provide specimen(s) for testing when directed to do so, without a valid medical basis for the failure. Employees who leave the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will also be considered to have refused to cooperate and will automatically be subject to discharge.

"Under the influence of alcohol" means an alcohol concentration equal to or greater than .04, or actions, appearance, speech or bodily odors that reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use.

"Under the influence of drugs" means a confirmed positive test result for illegal drug use per this policy. In addition, it means the misuse of legal drugs (prescription and possibly OTC) when there is not a valid prescription from a physician for the lawful use of a drug in the course of medical treatment (containers must include the patient's name, the name of the substance, quantity/amount to be taken and the period of authorization).

Reasonable Suspicion and Post-Accident Testing Protocol

1. The employee will be advised that City of Chippewa Falls believes that there is reasonable suspicion to believe that he or she is affected by illegal drugs or alcohol (or due to the nature of the accident the policy mandates this) and that this test is being offered to confirm or deny this suspicion.
2. The employee will be transported to any one of the City's designated testing facilities (e.g., health services, prompt care or the emergency department). Two members of management or a

designated attendant will accompany the employee along with a union representative, if requested by the employee. *Under no circumstances will the employee be allowed to drive himself or herself to the testing facility.*

3. Prior to leaving for the testing facility, supervision/management will contact the testing facility to inform it that a staff member from City of Chippewa Falls will be arriving and will need a drug or alcohol test completed.
4. The employee may be provided water to drink prior to leaving the company premises.
5. The employee should be given reasonable time—not to exceed 15 minutes—to secure photo ID in the company of a City of Chippewa Falls representative.
6. The employee to be tested must present a photo ID (i.e., a driver's license or state ID card) to the testing facility staff before the specimen can be obtained. Ensure that the employee brings the photo ID with him or her when leaving City of Chippewa Falls premises.
7. The employee to be tested must sign a consent form provided by the testing facility. Refusal to sign is addressed under the "Consequences" section of this document.
8. A City of Chippewa Falls representative must sign as a witness to the collection procedure, along with the tested employee.
9. After returning to the company or when leaving the testing facility, the supervisor/manager must make arrangements to transport the person home (unless testing results are immediate). Under no circumstances will the tested employee be allowed to drive himself or herself home.

Enforcement

The Finance and Administration Department is responsible for policy interpretation, administration and enforcement.

Drug and Alcohol Policy Certificate of Receipt

I hereby certify that I have received a copy of this latest version of the City of Chippewa Falls Drug and Alcohol-Free Policy, dated April 19, 2016.

Name

Date

CHIPPEWA FALLS FIRE AND EMERGENCY SERVICES DEPARTMENT POSITION DESCRIPTION

Position: Office Assistant (Part-time)
Reports to: Fire Chief
Hours: 26.25 hours per week, Monday – Friday
Revised: April 2016
Job Grade: Clerical

POSITION SUMMARY:

This position serves as the Office Assistant for the fire department. Included within the scope of this position are responsibilities related to the fire department operations, fire prevention, public fire education and ambulance billing duties.

ESSENTIAL DUTIES/RESPONSIBILITIES:

- Promotes and encourages positive communication within the department and the community
- Greets and assists the general public in a professional manor
- Performs routine office duties including (but not limited to): typing, filing, answering phone, receiving and distributing mail and responding to routine correspondences
- Reviews all EMS ambulance run reports for accuracy and for missing information or signature forms and distributes to the department's billing company for processing
- Answers questions from EMS billing company, Medicare, Medical Assistance, private insurance companies, attorneys and patients
- Receives requests for copies of ambulance and fire reports and with proper authorization distributes the records
- Types and maintains all records, reports and correspondences relative to fire department operations; including memorandums, reports, pre-fire plans, materials safety data sheets, personnel records, fleet maintenance records, breathing apparatus records, training records, public education presentations, and standard operating procedures (SOP's)
- Enters computer statistical data concerning the fire department emergency responses using the National Fire Incident Reporting System (NFIRS)
- Keeps accounting records as they relate to funds expended within the budget
- Assigns purchase orders and processes invoices and statements
- Coordinates training for the department staff
- Orders department supplies
- Assists in maintaining the department's personnel records
- Prepares payroll for submission
- Performs any other duties as required or requested by the Fire Chief

KNOWLEDGE, SKILLS & ABILITIES:

- Discretion in maintaining confidentiality (specifically HIPAA rules)
- Considerable knowledge and experience in the use of a variety of computer software programs; such as Microsoft Office, Excel, e-mail and internet browsers
- Ability to understand and effectively carry out oral and written instructions with minimal direction and supervision
- Knowledge to use the fire department's radio and paging system
- Ability to communicate effectively with all fire department staff and the public
- Ability to assess and handle stressful situations in a calm manner by exercising good judgment, decisiveness and tact
- Capability to operate office equipment such as computer and keyboard, photocopier, computer printer, calculator, telephone and fax machine
- Must have the ability to support and assist as needed in all areas of the business office responsibilities

EDUCATION AND/OR EXPERIENCE REQUIREMENTS:

- High school diploma or equivalent
- Minimum of one year of post high school education preferred in areas such as: Business Management, or Information Technology, or Office Assistant, or equivalent job related experience
- Demonstrated positive attitude and a team player in prior or current work environment
- Minimum of two years of working within a business office preferred

LICENSES, CERTIFICATIONS, OTHER REQUIREMENTS, ETC.:

- Be at least 18 years of age
- Possess a valid driver's license

PARKS, RECREATION & FORESTRY BOARD MEETING
Tuesday, April 12, 2016

1. Call to order by Beth Arneberg at 6:00 p.m.

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

Staff present: Dick Hebert.

2. Approval of March 8, 2016, Minutes: **Motion by Carmen Muenich/Heidi Hoekstra to approve March 8, 2016, minutes. Motion carried.**

3. Personal Appearances By Citizens. None.

4. Discuss / Consider Special Event Applications: Dick Hebert presents application by Valley Vineyard Church for their sponsored Party In The Park on June 25. This event goes from 11-3. There are no issues. They have paid the application fee and do provide insurance. Dick recommends approval with past practice. **Motion by Dale Berg/Heidi Hoekstra to approve the event application as presented. Motion carried.**

5. Discuss/Consider:

- a. Discuss Erickson Park Improvement Project.

- Feasibility Study.
- Archaeological Study

Ron Bakken advises that the Rod & Gun Club will again be stocking trout in Duncan Creek this year. He then presented the Feasibility Study dated March 29 by Ayres Associates. A pedestrian bridge connecting Irvine Park & Erickson Park is being considered. Two options are presented – the bridge being placed either to the east or to the west of the island. The bridge to the west of the island has a longer span and is, therefore, more expensive. Fish Chippewa! is recommending the bridge to the east of the island. This revision would increase the cost of the project to \$1.5 million; however, it opens up grant possibilities. As much as \$750,000 could be awarded in grants. Currently, the group has raised approximately \$450,000. Dick indicates federal grants require that an archaeological study be prepared. This is being prepared by the Mississippi Valley Archaeology Center in La Crosse. **Motion by Beth Arneberg/Rob Kiefer to approve proceeding with grant applications for the project. Motion carried.**

- b. Discuss Park Roads: Dick Hebert discussed the idea of building a parking lot in the area across from the bison shelter. It is flat and is where the wood chips are currently dumped. This lot would provide additional parking for Irvine Park and could be used in lieu of a turn-around to help with traffic flow and access past the zoo during winter months. It could also be used as a trailhead for future trails and provide access for the proposed pedestrian bridge. Dick Hebert envisions a gate past the lot toward Kell's Corner and also blocking access to Bear Den Road by the bridge. Bob Sworski

indicates that the money designated for the design of the round-about has not yet been used and can be used for the design of the parking lot.

c. Irvine Park Welcome Center / Small Animal / Aviary Building.

- Discuss Bids for Security. Dick Hebert presents information regarding the security systems. He has met with various individuals to discuss current and future City buildings with security and whether there are advantages to having consistency in those systems. He is recommending the CanTec system, which multiple vendors can sell and maintain, etc., so we would not be committed to one vendor. Concerns about technology upgrades and out-dated equipment were raised. After discussion, **motion by Rob Kiefer/Beth Arneberg to accept the bid of Access Security to install an access control and burglar alarm system at the welcome center for the cost of \$35,119 with a \$10,000 in-kind donation, reducing the total to \$25,119.00. Motion carried with one dissent.**
- Discuss Construction Schedule. Bob Sworski is present and indicates the building is 85% complete. It is going well and looks great. There is an issue in that the tube steel beams are 5/16" thickness instead of 5/8" thickness as the calculations had required. This does need to be fixed. Bob Sworski presented two ways to resolve. The first is to pull the precast planks off and replace the tube steel. The second is to provide intermediate support halfway across the beam. It will be fixed at no cost to the City. A special Park Board meeting will be set up via email once all information is obtained.

d. Director's Report. Dick Hebert reports that Phil Johnson will plan to attend the May meeting to discuss signage. Dick Hebert also reports that he has been contacted by the Voyagers regarding painting the outside of the cat exhibit. Dick Hebert also reports that the fiber connectivity to maintenance is on hold until it is decided if Dove wants to proceed due to increased price. Dick reports that he was contacted by an individual wishing to paint the graffiti on the building at Erickson Park. The Board has no objection but would like Dick to indicate in writing to the individual that the building is only temporarily there as it will be tore down when the Erickson Park project begins.

6. Approve Claims. Claims reviewed. **Motion by Rob Kiefer/Dale Berg to approve claims of \$397,200.98. Motion carried.**
7. Adjournment. **Motion by Rob Kiefer/Dale Berg to adjourn at 7:20 p.m. Motion carried.**

Submitted by:

Audrey Stowell, Secretary

**Minutes of the
Meeting of the Chippewa Falls Public Library Board of Trustees
March 9, 2016**

1. Call to Order

Meeting was called to order by Board President Barb Rasmus at 5:00 p.m.

2. Roll Call of Members

Members Present: Ambelang, Jones, King, Rasmus, Russell

Member Absent: Hoekstra, Hull

Others Present: Director Joe Niese; Confidential Administrative Assistant Deb Braden, City Finance Manager Lynn Bauer

3. Approval of Agenda

Motion by King seconded by Ambelang to approve the agenda All present Voting Aye. Motion carried.

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

a) Director Raise

Motion made by King seconded by Ambelang to go into Closed Session under WI Statutes 19.85(1) "Considering employment, promotion, compensation or performance evaluation data of any public employes over which the governmental body has jurisdiction or exercises responsibility," to talk about Director raise with Board of Trustees and City Manager Lynn Bauer present. Roll Call vote: Ambelang, Jones, King, Rasmus, Russell all Voting Aye. Motion carried. Meeting went into closed session at 5:03 p.m.

Motion to return to Open Session made by Russell, seconded by King. All present Voting Aye. Motion carried. Time 5:08 p.m.

Motion made by Russell, seconded by King to give Director Niese the step increase at \$59,101.76 putting him on the salary schedule in accordance with the City structure. Roll call vote: Ambelang, Jones, King, Rasmus, Russell all Voting Aye. Motion carried.

5. Disposition of the minutes of the regular meeting of February 10, 2016.

Motion by King seconded by Jones to approve the minutes of the regular meeting of February 10, 2016. All present Voting Aye. Motion carried.

6. Disposition of the vouchers to be paid from the 2016 budget after March 15, 2016.

Motion made by Russell seconded by King to approve payment of the vouchers to be paid from the 2016 budget after March 15, 2016. Roll Call Vote taken. Aye – Ambelang, Jones, King, Rasmus, Russell. All present Voting Aye. Motion carried.

7. Public appearances by citizens.

None

8. Correspondence

A letter from Vision 2020 about an upcoming meeting at The Heyde Center for the Arts on April 7th. Director Niese is attending any member of the Board is also invited. Please let him know so he can register

you. A Thank you from the Cadott Food Pantry. A letter from Kathy Moehagen retiring from the Library as of May 27th after 15 years being with the Library.

9. Management report

Director Niese presented the Management Report. He talked about highlights from the report. He talked about how the Children's programming has expanded under Jessi Peterson's direction. She has programming planned for all days of the Spring break exception for Good Friday when the Library will be closing at 1:30 p.m. The mini golf was successful for its 1st year. The funds will be used to get furniture for the Teen Area looking at possible options. If the Board has any suggestions they should let them know.

10. Committee reports

a) None

11. Current Business

a) Annual Report

Director Niese talked about the 2015 Annual report. Copies were given to the Board members to view. Numbers are up on programming and participants.

b) Library Design Webinar

Director Niese has finished viewing the weekly Library Design Webinar. He felt it was directed to more Academic Libraries but picked up many ideas for our library. The Chippewa Falls Library will be 50 years old in 2019. There are many possibilities for grants to be written to help the library with its needs. We need to look into the legalities with some grants. The City Attorney will be contacted to ask about our tax status.

c) New job description for Circulation Head

Since Kathy Moehagen is retiring we need to update the job description for Circulation Head. A new job description was handed out to the Board of Trustees. Motion made by King, seconded by Ambelang to approve the job description for Circulation Head. All present Voting Aye. Motion carried.

12. Announcements

a) Board of Trustees member Connie Russell has not renewed her appointment to the Library Board. She will be greatly missed. Her position on the Board will be filled by the Mayor.

13. Items for future consideration.

a) Next meeting talk about tier system for wishes for the Library.

b) Long Range Planning Committee schedule

14. Adjournment

Motion made to adjourn by King, seconded by Ambelang. All present Voting Aye. Motion carried. Meeting adjourned at 5:43 p.m.

Respectfully Submitted,
Deb Braden, Confidential Administrative Assistant

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

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

MAR 28 2016

FEE \$ 10.00

Application Date: 3/22/16

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 8/13/16 and ending 8/13/16 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 Chippewa Falls Main Street, Inc.

(b) Address 514 N. Bridge St. Chippewa Falls
(Street) Town Village City

(c) Date organized _____

(d) If corporation, give date of incorporation 6/26/1989

(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 Wes Partle - 120 W. Columbia St., Chippewa Falls (715) 861-3838

Vice President Brad Hentschel - 10 N. Bridge St., Chippewa Falls (715) 720-6200

Secretary Sue Rada - 105 W. Central St., Chippewa Falls (715) 723-1146

Treasurer Jeri Maher - 212 Bay St., Chippewa Falls (715) 726-2500

(g) Name and address of manager or person in charge of affair: Teri Quimette, 514 N. Bridge St., Chippewa Falls (715) 723-6661

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 Bridge St. - Allen Park

(b) Lot _____ Block _____

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

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

(e) Will minors be present? yes Reason for minors being present: Family festival for all ages
 Security measures: Someone checking IDs and wristbands

3. Name of Event

(a) List name of the event Pure Water Days Duck Splash Festival

(b) Dates and times of event 8/13/2016 12-10 p.m.

CITY OF CHIPPEWA FALLS

MAR 28 2016

CLERK

TR # 18701

DECLARATION

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

SM
3/28/16
 Officer [Signature] 3/22/16
(Signature/date)
 Officer [Signature] 3/22/16
(Signature/date)

Chippewa Falls Main Street, Inc.
(Name of Organization)
 Officer [Signature] 3/22/16
(Signature/date)
 Officer Michael Ruhl 3/22/16
(Signature/date)

Date Filed with Clerk MAR 28 2016

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Police Department Approval Chief Wally Sdk

Date 03-29-2016 Wisconsin Department of Revenue

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: 4.12.16

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 May 5th, 2016 and ending May 5th, 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 Chippewa Falls Area Chamber Commerce
- (b) Address 1N Bridge Street
(Street) Town Village City
- (c) Date organized 1911
- (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 Jordan - 1N Bridge Street CF 715.723.0331
 Vice President Janice Lemming 1119 Regis Ct. EC 715.552.9123
 Secretary Rolly Enderes 1720 Prosperity Court CF 715.726.2300
 Treasurer Jamie Leibrandt 202 N Bridge Street CF 715.723.4461
- (g) Name and address of manager or person in charge of affair: Jackie Boos 1 N Bridge St. 715.864.7965

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 _____
- (b) Lot _____ Block _____
- (c) Do premises occupy all or part of building? ALL - Chamber 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: patio
- (e) Will minors be present? possibly Reason for minors being present: At event with parent(s)
 Security measures: licensed bartender will card all that appear to be Under 30.

3. **Name of Event**

- (a) List name of the event Chippewa Falls Tourism Day - Open House
- (b) Dates and times of event May 5th, 2016 11:00a-2:00p

DECLARATION

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

Officer [Signature] 4/13/16
(Signature/date)

Chippewa Falls Chamber of Commerce
(Name of Organization)

Officer [Signature] 4/13/16
(Signature/date)

Officer _____ (Signature/date)

Date Reported to Council or Board _____

License No. _____

Date 04-13-2016

PAID
CITY OF CHIPPEWA FALLS
APR 13 2016
CITY TREASURER
TR # 18830

Date Filed with Clerk _____

Date Granted by Council _____

Police Department Approval Chief Wally P. Stull

BTM
4/14/16



CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

Applicant Name and Address: <i>Jackie Boos / CF Chamber Visitor Center</i>		Applicant Phone Number: <i>715.723.0331</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>CF Chamber 1 N Bridge Street CF 54729</i>	

Name of the event: <i>Chippewa Fall Tourism Kick-off</i>	Estimated number of persons participating: <i>200-400</i>
---	--

Date and start and end times requested for street use:
5/5/16 11:00am - 2:00pm *throughout day*

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
One parking stall outside of chamber - parking lot has 2 handicap parking and on general stall. requesting the one general stall.

Use, described in detail, for which the street use permit is requested:
we will be inviting local business both food & beverage to sample their product - Street fair set-up 3-5 vendors total.

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

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.

Jackie Boos _____ *4/4/16*
Signature of Applicant Date

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
*No POLICE SERVICES REQUIRED - WAS
Not sure which parking lot is being requested for use. Chamber lot is referred to but map shows SEPT lot.*

Requirements of Applicant: *Per Jackie - she is requesting the parking stall in the lot in front of the chamber*

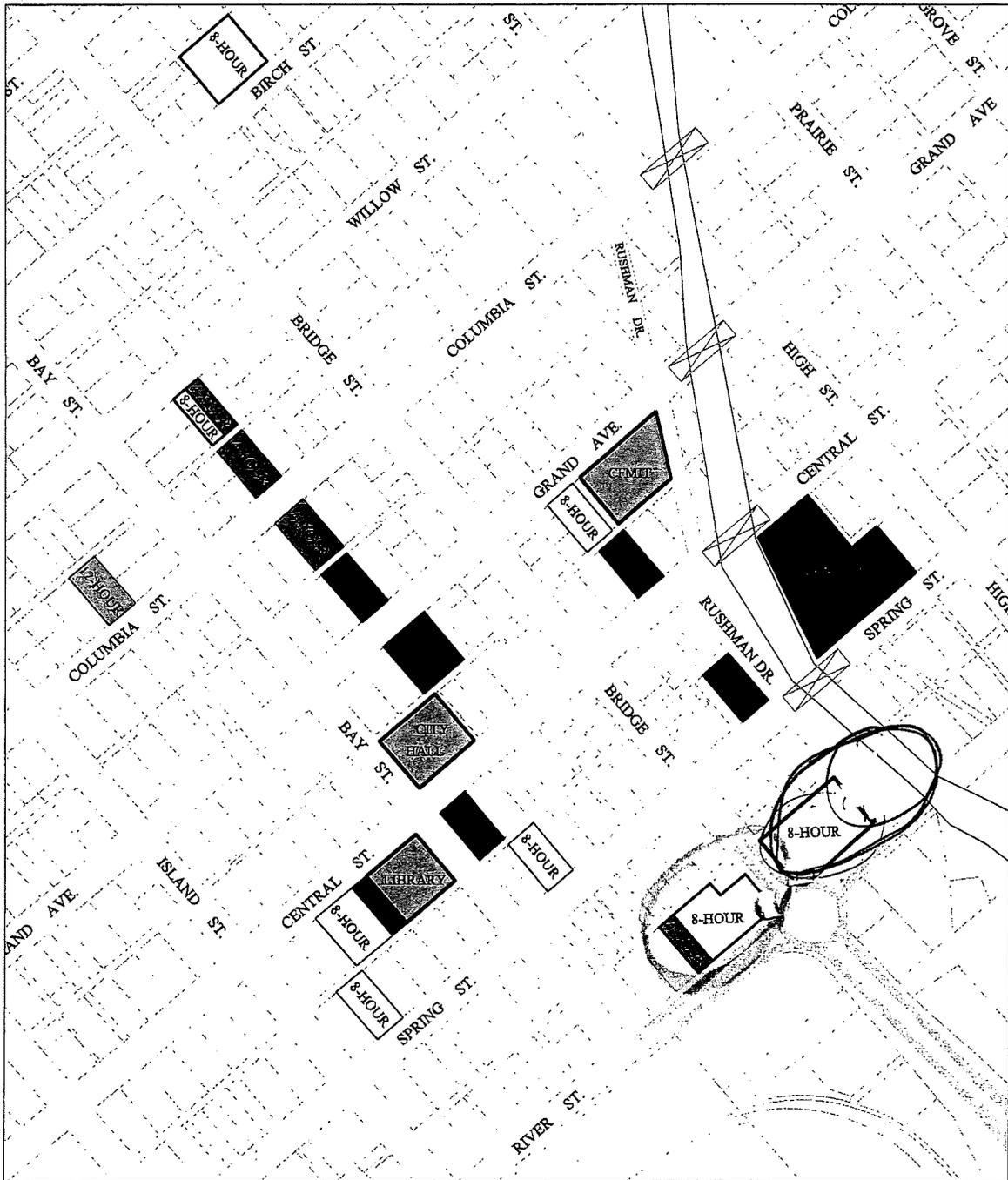
Approved by: *Chief W. J. Stok* _____ *[Signature]*
Signature of Chief of Police Signature of Director of Public Works

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

Decision of City Council (required): Approved Denied

CITY OF CHIPPEWA FALLS DOWNTOWN PARKING MAP

PUBLIC PARKING
1 - HOUR PARKING LIMIT ON BRIDGE STREET
2 - HOUR PARKING LIMIT ON SIDE STREETS (DOWNTOWN ONLY)
2 - HOUR PARKING LIMIT ON CITY LOTS, UNLESS OTHERWISE POSTED



\otimes = One parking stall



SIDEWALK USE PERMIT APPLICATION

Name Of Applicant: CF Chamber/ Visitor Center	Address Of Applicant: 1 N Bridge Street CF 54729
Telephone Number: 715. 723. 0331	Date And Length Of Time Requested For Use Of Sidewalk: 5/5/16 11:00am - 2:00pm
Description Of The Portion Of Sidewalk To Be Used: Corner of Bridge and Spring, as well as Bridge street next to Chamber building	
Describe In Detail The Purpose For Which the Sidewalk Will Be Used: Yard games - bean bag toss & putting greens. Promotion of "fun" for National Tourism week	

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

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

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

Signature of Business Owner _____

Jackie Bond -
Tourism
Director

Date Signed _____

4/4/16

Date of Council Approval _____



APR 13 2016

APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

Name of Applicant: <i>CF Chamber</i>	Address of Applicant: <i>1N Bridge Street</i>																									
Name of Premises to be Licensed: <i>Tourism Open House</i>	Address of Premises: <i>same</i>	Date(s) of Event (Class "E" Licenses only): <i>May 5th, 2016</i>																								
Class of License Applied for:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Class "A" Annual</td> <td style="padding: 2px;">[]</td> <td style="padding: 2px;">\$125.00</td> </tr> <tr> <td style="padding: 2px;">Class "B" Annual</td> <td style="padding: 2px;">[]</td> <td style="padding: 2px;">\$80.00</td> </tr> <tr> <td style="padding: 2px;">Class "C" Annual</td> <td style="padding: 2px;">[]</td> <td style="padding: 2px;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Class "D" Annual</td> <td style="padding: 2px;">[]</td> <td style="padding: 2px;">\$25.00</td> </tr> <tr> <td style="padding: 2px;">Class "D" If holder of Class "C"</td> <td style="padding: 2px;">[]</td> <td style="padding: 2px;">\$10.00</td> </tr> <tr> <td style="padding: 2px;">Class "E"</td> <td style="padding: 2px;"><input checked="" type="checkbox"/></td> <td style="padding: 2px;">\$10.00/day</td> </tr> <tr> <td style="padding: 2px;">Live Music Annual</td> <td style="padding: 2px;"><input checked="" type="checkbox"/></td> <td style="padding: 2px;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Juke Box</td> <td style="padding: 2px;">[]</td> <td style="padding: 2px;">\$30.00 (annual)</td> </tr> </table>		Class "A" Annual	[]	\$125.00	Class "B" Annual	[]	\$80.00	Class "C" Annual	[]	\$30.00	Class "D" Annual	[]	\$25.00	Class "D" If holder of Class "C"	[]	\$10.00	Class "E"	<input checked="" type="checkbox"/>	\$10.00/day	Live Music Annual	<input checked="" type="checkbox"/>	\$30.00	Juke Box	[]	\$30.00 (annual)
Class "A" Annual	[]	\$125.00																								
Class "B" Annual	[]	\$80.00																								
Class "C" Annual	[]	\$30.00																								
Class "D" Annual	[]	\$25.00																								
Class "D" If holder of Class "C"	[]	\$10.00																								
Class "E"	<input checked="" type="checkbox"/>	\$10.00/day																								
Live Music Annual	<input checked="" type="checkbox"/>	\$30.00																								
Juke Box	[]	\$30.00 (annual)																								

EXCERPT FROM MUNICIPAL CODE 12.04 (3) DANCES

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

I have read and understand the above.

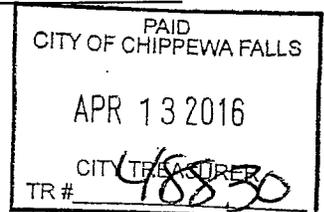
Jackie Bois
Signature of Applicant

Attest: *Bridget Yuens*
City Clerk/Deputy Clerk

Date of Council Approval: _____

APR 13 2016

Date



License No.: _____

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

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

MAR 31 2016

FEE \$ 10.00

Application Date: 12-15-15

Town Village City of Chippewa Falls

County of Chippewa

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

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
 A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 5-28-16 and ending 5-28-16 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 Oz Run, Inc

(b) Address 1623 Menomonie St. Eau Claire, WI 54703
(Street) Town Village City

(c) Date organized _____

(d) If corporation, give date of incorporation 01/14

(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: CITY OF CHIPPEWA FALLS
MAR 31 2016
CITY TREASURER
TR# 48741

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

President Bill Sparkes 715-379-6640
 Vice President Heather Welter 715-559-8998
 Secretary _____
 Treasurer _____

(g) Name and address of manager or person in charge of affair: Tess Morgan - Race Director
2214 Peters Dr. #202 Eau Claire, WI 54601-0201

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 225 Edward St. Chippewa Falls WI. (Northern WI. State fairgrounds)
 (b) Lot _____ Block _____

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

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

(e) Will minors be present? Yes Reason for minors being present: Family fundraiser - for Irvine Park
 Security measures: ID will be checked, and 4-H wristbands for over 21 yo.

3. Name of Event

(a) List name of the event Oz Run
 (b) Dates and times of event 10a - 1p May 28, 2016

DECLARATION

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

Officer Bill Sparkes 2/20/16
(Signature/date)

(Name of Organization)
 Officer _____
(Signature/date)

Officer Heather Welter 3/30/16
(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 Skel

Date 04-11-2016 Wisconsin Department of Revenue

OTM
4/8/16



APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

Name of Applicant: TESS MORGAN	Address of Applicant: 2214 Peters Dr. #202 Eau Claire, WI, 54703																									
Name of Premises to be Licensed: Northern Wisc. State Fair Grounds	Address of Premises: 225 Edward St. Chippewa Falls, WI 54729	Date(s) of Event (Class "E" Licenses only): 5-28-16																								
Class of License Applied for: <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> PAID CITY OF CHIPPEWA FALLS MAR 31 2016 CITY TREASURER TR # 4874 </div>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Class "A" Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$125.00</td> </tr> <tr> <td style="padding: 2px;">Class "B" Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$80.00</td> </tr> <tr> <td style="padding: 2px;">Class "C" Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Class "D" Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$25.00</td> </tr> <tr> <td style="padding: 2px;">Class "D" If holder of Class "C"</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$10.00</td> </tr> <tr> <td style="padding: 2px;">Class "E"</td> <td style="text-align: center; padding: 2px;"><input checked="" type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$10.00/day</td> </tr> <tr> <td style="padding: 2px;">Live Music Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Juke Box</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$30.00 (annual)</td> </tr> </table>		Class "A" Annual	<input type="checkbox"/>	\$125.00	Class "B" Annual	<input type="checkbox"/>	\$80.00	Class "C" Annual	<input type="checkbox"/>	\$30.00	Class "D" Annual	<input type="checkbox"/>	\$25.00	Class "D" If holder of Class "C"	<input type="checkbox"/>	\$10.00	Class "E"	<input checked="" type="checkbox"/>	\$10.00/day	Live Music Annual	<input type="checkbox"/>	\$30.00	Juke Box	<input type="checkbox"/>	\$30.00 (annual)
Class "A" Annual	<input type="checkbox"/>	\$125.00																								
Class "B" Annual	<input type="checkbox"/>	\$80.00																								
Class "C" Annual	<input type="checkbox"/>	\$30.00																								
Class "D" Annual	<input type="checkbox"/>	\$25.00																								
Class "D" If holder of Class "C"	<input type="checkbox"/>	\$10.00																								
Class "E"	<input checked="" type="checkbox"/>	\$10.00/day																								
Live Music Annual	<input type="checkbox"/>	\$30.00																								
Juke Box	<input type="checkbox"/>	\$30.00 (annual)																								

EXCERPT FROM MUNICIPAL CODE 12.04 (3) DANCES

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

I have read and understand the above.

Will C. Forbes
Signature of Applicant

3/26/2016 **MAR 31 2016**
Date

Attest: *Bridget Givens*
City Clerk/Deputy Clerk

Date of Council Approval: _____

License No.: _____

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning June 1 20 16 ;
 ending June 30 20 16 ;

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

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

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Hotels International, LLC

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Member</u>	<u>Brian Wogernese</u>	
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>Agent</u>	<u>Brian J Wogernese</u>	<u>980 AMERICAN DR NEWAUK WIS 54756</u>
Directors/Managers			

3. Trade Name Cedarstone Hotel + Suites Business Phone Number (715) 726-0355
 4. Address of Premises 100N Bridge St Post Office & Zip Code Chippewa Falls, WI

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No 54729
 6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
 7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
 8. (a) Corporate/limited liability company applicants only: Insert state WI and date 9/9/15 of registration.
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
 (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.) See reverse.

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) see bar area, storage area, hotel area for ques to take to

10. Legal description (omit if street address is given above): fasting + patio (Beer Garden)

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? N/A

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No

13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No

14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 7th day of March, 20 16

[Signature]
 (Clerk/Notary Public)

My commission expires 2/27/18

[Signature]
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>3-21-16</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning _____ 20 _____ ;
ending _____ 20 _____

TO THE GOVERNING BODY of the: Town of } Chippewa Falls
 Village of }
 City of }
County of Chippewa Falls Aldermanic Dist. No. _____ (if required by ordinance)

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

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NONPROFIT ORGANIZATION
hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Micon Cinemas, Inc.

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>President</u>	<u>Michael Olson 2821 13th St. Eau Claire WI 54603</u>	<u>Eau Claire WI 54603</u>
Vice President/Member	<u>Vice President</u>	<u>Constance Olson 2821 13th St. Eau Claire WI 54603</u>	<u>Eau Claire WI 54603</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Daniel M. Olson</u>		
Directors/Managers			

3. Trade Name Micon Cinemas 8 Business Phone Number 715-720-2291
4. Address of Premises 475 Chippewa Mall Dr. Ste. 215 Post Office & Zip Code Chippewa Falls WI 54729

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date April 2004 of registration. Yes No
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

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

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

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

SUBSCRIBED AND SWORN TO BEFORE ME
this _____ day of _____, 20 _____

Julie Marshall
(Clerk/Notary Public)
My commission expires _____

Constance M. Olson
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
Constance M. Olson
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK			
Date received and filed with municipal clerk <u>315-116</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

City Plan Commission

(3 Year Term)

Tom Hubbard, 2019

Mike Tzanakis, 2019

Library Board

(3 year term)

Mary Ann King, 2019

Jeff Newton, 2019

Amy Ambelang, Representing the Board of Education, 2019

Police and Fire Commission

(5 Year Term)

Todd Prill, 2021

Park Board

(3 Year Term)

Dale Berg, 2019

Audrey Stowell, 2019

Transit Board

(2 Year Term)

Arland Berquist, 2018

Sue Carlson, 2018

Business Improvement District Board

(3 Year Term)

Dot Reischel, 2019

Dave Gordon, 2019

Kurt Gaber, 2019

Board of Review

(5 Year Term)

Greg Dachel, 2021

Jennifer Hagen, 2017 (complete Joe Germain's appointment)

Board of Appeals, Planning and Zoning

(3 Year Term)

Eric Alger, 2018 (complete Jan Ferguson's appointment)

John Nebelsiek, 2019

Janet Mazur, 2019

ORDINANCE No. 2016-07

AN ORDINANCE REPEALING AND RECREATING
THE WELLHEAD PROTECTION ORDINANCE,
CHAPTER 29 OF THE CHIPPEWA FALLS MUNICIPAL CODE

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

1. That Chapter 29 of the Chippewa Falls Municipal Code be repealed and recreated in the form attached hereto and incorporated herein by reference.

Dated this 19th day of April, 2016.

ALDERPERSON: _____



Rob Kiefer

FIRST READING: April 5, 2016.

SECOND READING: April 19, 2016.

APPROVED: _____

Gregory S. Hoffman, Mayor

ATTEST: _____

Bridget Givens, City Clerk

AN ORDINANCE AMENDING THE METHOD OF
SELECTING 2 PERSONS FROM ADJACENT
MUNICIPALITIES TO SERVE ON THE
LIBRARY BOARD, § 1.13 OF THE CHIPPEWA
FALLS MUNICIPAL CODE

The Common Council of the City of Chippewa Falls, Wisconsin, do ordain as follows:

1. § 1.13 of the Chippewa Falls Municipal Code presently provides for 2 persons from adjacent municipalities to serve on the Library Board and for the County Board Chairman to nominate persons to fill those positions. This is an appointment process which "may" be exercised by the County under § 43.60(3)(a), Wis. Stats. Under Resolution No. 06-14 the Chippewa County Board will no longer appoint members to local library boards. This now requires a change in § 1.13 of the Chippewa Falls Municipal Code.
2. That § 1.13 of the Chippewa Falls Municipal Code which presently provides as follows:

1.13 LIBRARY BOARD.

(1) MEMBERSHIP.

- (a) The Library Board shall consist of 7 members appointed by the Mayor, subject to confirmation by the Council. These members shall be made up of the Superintendent of Schools or his representative; 2 persons from adjacent municipalities (as long as the City and County have an existing Funding Agreement regarding the Chippewa Falls Public Library); one member of the City Council; and 3 citizen members. Not more than one member of the Council shall, at any one time, be a member of the Library Board.
- (b) Regarding the 2 members from adjacent municipalities, the County Board Chairman shall nominate 2 persons for each of the 2 positions. The municipality shall appoint one of the 2 nominees to the Library Board for that position. The City shall have the right to reject the 2 names submitted for either or both of such positions and in such event, the County Board Chairman shall submit 2 alternate names for each position not filled. The City shall be required to appoint one of the 2 alternates so named. The initial appointment under this paragraph shall be as openings occur on the Library Board. The first appointee shall serve a 3-year term, the 2nd appointee shall serve a 2-year term. All remaining appointees shall serve for 3 years from the date of their appointment.

- (2) POWERS AND DUTIES. The Library Board shall have the powers and duties prescribed by §§43.58 to 43.60, Wis. Stats.

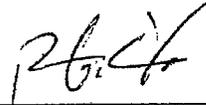
be amended to provide as follows:

1.13 LIBRARY BOARD.

- (1) MEMBERSHIP. The Library Board shall consist of 7 members appointed by the Mayor, subject to confirmation by the Council. These members shall be made up of the Superintendent of Schools or his representative; 2 persons from adjacent municipalities (as long as the City and County have an existing Funding Agreement regarding the Chippewa Falls Public Library); one member of the City Council; and 3 citizen members. Not more than one member of the Council shall, at any one time, be a member of the Library Board.
- (2) POWERS AND DUTIES. The Library Board shall have the powers and duties prescribed by §§43.58 to 43.60, Wis. Stats.

Dated this 19th day of April, 2016.

ALDERPERSON:



Rob Kiefer, Council President

FIRST READING: _____

SECOND READING: _____

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTESTED: _____
Bridget Givens, City Clerk

**RESOLUTION
FINAL PLAT OF WISSOTA SHORES II**

RESOLVED, that the Final Plat of Wissota Shores II located in the NE ¼ of the NE ¼ of Section 33, Township 29 North, Range 8 West in the City of Chippewa Falls, Chippewa County, Wisconsin, is hereby approved by the City of Chippewa Falls Plan Commission and the City of Chippewa Falls Common Council.

Dated this 19th day of April, 2016

ADOPTED: _____

Council President

APPROVED: _____

Mayor

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

ATTEST: _____

City Clerk

CHAIN	LOT NO	LENGTH	RADIUS	BEAR.	DETA.	CHD BR.	1ST TAN.	2ND TAN.
A-B	Q.L. 3	110.42'	181.02'	0350728'	108.02'	N82°52'31"W	N07°15'18"W	107°09'22"W
C-D	Q.L. 3	40.81'	138.01'	0184812'	40.81'	N72°21'16"W	N07°15'18"W	107°45'20"W
E-F	Q.L. 3	181.15'	128.02'	0015515'	181.15'	S48°42'45"E	S05°50'05"E	S87°45'20"E
G-H	233.29'	278.02'	0482324'	228.41'	0482324'	N27°14'52"E	N27°14'52"E	N207°34'03"W
I	158.02'	278.02'	0330014'	158.02'	N07°15'18"W	N27°14'52"E	N207°34'03"W	
J-K	74.27'	278.02'	0152314'	74.27'	N207°13'E	N27°14'52"W	S37°15'27"W	
L-M	34.22'	138.34'	0142824'	34.22'	S20°42'30"W	S27°14'52"W	S37°15'27"W	
N-O	47.05'	181.34'	0142824'	47.05'	S20°42'30"W	S27°14'52"W	S37°15'27"W	
P-Q	28.70'	181.34'	0083521'	28.67'	N18°10'01"E	S27°14'52"W	S37°15'27"W	
R-S	17.28'	168.34'	0081328'	17.28'	N28°10'01"E	S27°14'52"W	S37°15'27"W	
T-U	101.28'	161.73'	0070728'	101.28'	N12°54'19"W	N01°42'22"W	N27°44'12"W	
V-W	201.05'	161.73'	0070728'	201.05'	N07°20'05"W	N01°42'22"W	N27°44'12"W	
X-Y	183.38'	181.73'	0081328'	183.38'	N14°37'15"W	N01°42'22"W	N27°44'12"W	
Z	273.68'	181.73'	0081328'	273.68'	N22°32'28"W	N22°32'28"W		

SUBJECT'S CERTIFICATE OF ORGANIZATION, PROFESSIONAL LAND SURVEYOR, HERBY GENTRY, HERBY GENTRY HAS SURVEYED, DIVIDED AND LAPPED THE PLAT OF MISSOIA SHORES, LOCATED IN THE NE1/4 OF QUARTER 2, SECTION 13, T22N, R78W, COUNTY OF CHEPPEN FALLS, WISCONSIN, BEING ALL OF QUARTER 2, MISSOIA SHORES, CITY OF CHEPPEN FALLS, CHEPPEN COUNTY, WISCONSIN, THAT I HAVE SURVEYED, DIVIDED AND LAPPED AND PLAT BY THE DIRECTION OF BRYAN NIXON, SURVEYOR AND THE SUBDIVISION THEREOF ALICE NIXON, OWNER OF SAID LANDS, AND THE SAID DIVISION BEING IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 238 OF THE WISCONSIN STATUTES AND THE SAID DIVISION BEING IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF CHEPPEN FALLS IN SURVEYING, DIVIDING AND LAPPING THE SAME.

DATED THIS _____ DAY OF _____, 2018.

FRED L. GARDMAN, P.L.S. 2275

OWNERS CERTIFICATE OF ORGANIZATION
 2 OWNERS REAL ESTATE LLC, A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, HAS HEREBY CERTIFIED THAT SAID COMPANY CAUSED THE LAND DESCRIBED IN THIS INSTRUMENT TO BE SURVEYED, DIVIDED AND LAPPED AS REPRESENTED ON THIS PLAT. OWNERS REAL ESTATE LLC DOES NOT HAVE ANY OTHER INTERESTS IN SAID LANDS. THIS PLAT IS REQUIRED BY S238.10 ON THE STATUTES OF THE STATE OF WISCONSIN.
 DEPARTMENT OF ADMINISTRATION
 IN WITNESS WHEREOF, THE SAID 2 OWNERS REAL ESTATE LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY BRYAN NIXON, MEMBER, AT CHEPPEN FALLS, WISCONSIN
 THIS _____ DAY OF _____, 2018.

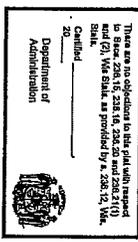
COMMON COUNCIL RESOLUTION
 WHEREAS, THAT THE PLAT OF MISSOIA SHORES II IN THE CITY OF CHEPPEN FALLS, IS HEREBY APPROVED BY THE COMMON COUNCIL.
 APPROVED (DATE) _____ AND SIGNED: _____
 CITY OF CHEPPEN FALLS
 ROBERT GIBSON, CITY CLERK
 CERTIFICATE OF COUNTY TREASURER
 STATE OF WISCONSIN
 COUNTY OF CHEPPEN FALLS
 I, PATRICK SQUADRA, COUNTY TREASURER, DO HEREBY CERTIFY THAT THE DAILY APPOINTED ACTING AND QUALIFIED TREASURER OF THE COUNTY OF CHEPPEN FALLS, WISCONSIN, IS _____, WHO HAS BEEN DULY QUALIFIED BY THE COMMON COUNCIL OF THE CITY OF CHEPPEN FALLS, WISCONSIN, AS OF _____, AND WHO IS THE SAME AS THE SAID APPOINTED TAX SALES OFFICER OF THE CITY OF CHEPPEN FALLS, WISCONSIN, AS OF _____.
 SIGNED: _____ PATRICK SQUADRA, COUNTY TREASURER
 DATE: _____

CONSENT OF CORPORATE OFFICERS
 THE BOARD OF DIRECTORS OF BRYAN NIXON, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, HAS HEREBY CERTIFIED THAT SAID CORPORATION CAUSED THE LAND DESCRIBED IN THIS INSTRUMENT TO BE SURVEYED, DIVIDED AND LAPPED AS REPRESENTED ON THIS PLAT. BRYAN NIXON DOES NOT HAVE ANY OTHER INTERESTS IN SAID LANDS. THIS PLAT IS REQUIRED BY S238.10 ON THE STATUTES OF THE STATE OF WISCONSIN.
 DEPARTMENT OF ADMINISTRATION
 IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY BRYAN NIXON, MEMBER, AT CHEPPEN FALLS, WISCONSIN
 THIS _____ DAY OF _____, 2018.

CERTIFICATE OF CITY TREASURER
 STATE OF WISCONSIN
 COUNTY OF CHEPPEN FALLS
 I, TINA TRUEN, CITY TREASURER, DO HEREBY CERTIFY THAT THE DAILY APPOINTED ACTING AND QUALIFIED TREASURER OF THE CITY OF CHEPPEN FALLS, WISCONSIN, IS _____, WHO HAS BEEN DULY QUALIFIED BY THE COMMON COUNCIL OF THE CITY OF CHEPPEN FALLS, WISCONSIN, AS OF _____, AND WHO IS THE SAME AS THE SAID APPOINTED TAX SALES OFFICER OF THE CITY OF CHEPPEN FALLS, WISCONSIN, AS OF _____.
 SIGNED: _____ TINA TRUEN, CITY TREASURER
 DATE: _____

CONSENT OF CORPORATE OFFICERS
 THE BOARD OF DIRECTORS OF BRYAN NIXON, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, HAS HEREBY CERTIFIED THAT SAID CORPORATION CAUSED THE LAND DESCRIBED IN THIS INSTRUMENT TO BE SURVEYED, DIVIDED AND LAPPED AS REPRESENTED ON THIS PLAT. BRYAN NIXON DOES NOT HAVE ANY OTHER INTERESTS IN SAID LANDS. THIS PLAT IS REQUIRED BY S238.10 ON THE STATUTES OF THE STATE OF WISCONSIN.
 DEPARTMENT OF ADMINISTRATION
 IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY BRYAN NIXON, MEMBER, AT CHEPPEN FALLS, WISCONSIN
 THIS _____ DAY OF _____, 2018.

NOTARY PUBLIC
 I, _____, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT AND ASSUMED THE SAME TO BE THEIR OWN FREE ACT AND DEED.
 PERSONALLY APPEARED BEFORE ME THIS _____ DAY OF _____, 2018, THE ABOVE NAMED _____ AND _____ TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ASSUMED THE SAME TO BE THEIR OWN FREE ACT AND DEED.
 MY COMMISSION EXPIRES: _____



MISSOIA SHORES II
 IN THE NE1/4 OF THE NE1/4
 SECTION 13, T22N, R78W
 CITY OF CHEPPEN FALLS, CHEPPEN COUNTY, WISCONSIN

DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made this ___ day of _____, 2016 between City of Chippewa Falls, a Wisconsin municipal corporation ("City"), and 2 Rivers Real Estate, LLC, a Wisconsin limited liability company ("Developer").

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

ARTICLE 1 - RECITALS

Section 1.1 Background.

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

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

(c) **Construction.** Developer will construct six (6) eight-unit residential buildings and related improvements on the Property (the "Development"). Developer intends to begin construction of the Development in 2016 with all of the buildings and related improvements are to be completed by 2019.

Section 1.2 The Property. The property is described in the attached Exhibit "B," comprising approximately 11 acres, located in City of Chippewa Falls, Chippewa County, Wisconsin (the "Property"). The Property will be known as Wissota Shores II.

Section 1.3 Order of Construction. Developer will initially construct two (2) eight-unit residential buildings and related improvements designated as Buildings Lots 10 and 5 on the Final Plat. Construction of the remaining buildings and related improvements will continue as demand justifies, but it is anticipated that the schedule of construction will be as set forth on Exhibit "C" attached hereto (the "Order of Construction"). Developer will coordinate construction with the City Engineer and will provide firm starting dates for each set of eight-unit residential buildings and related improvements prior to commencement of work on each set of buildings to be constructed. Any changes in the Order of Construction will be approved by the City Engineer.

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

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

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

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

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

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

ARTICLE 2 - DEVELOPERS' REPRESENTATIONS

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

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

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

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

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

ARTICLE 3 - PUBLIC IMPROVEMENT SCHEDULE.

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

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

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

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

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

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

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

ARTICLE 4 - SECURITY

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

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

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

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

ARTICLE 5 - DEVELOPER'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 - INSURANCE

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

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

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

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

ARTICLE 7 - INDEMNIFICATION.

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

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

ARTICLE 8 - Events of Default.

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

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

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

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

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

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

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

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

ARTICLE 9 - ADMINISTRATIVE PROVISIONS

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

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

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

With a required copy to:

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

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

ARTICLE 10 - ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

ARTICLE 11 - TERMINATION OF AGREEMENT

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

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

In Presence Of:

CITY OF CHIPPEWA FALLS

By: _____
_____, Mayor

Attest: _____
_____, City Clerk

DEVELOPER

2 Rivers Real Estate, LLC

By: _____
Paul Canfield, Member

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss:
CHIPPEWA COUNTY)

Personally came before me this ___ day of April, 2016, the above-named _____ and _____, who to be stated that they are the Mayor and City Clerk, respectively, of the City of Chippewa Falls, a Wisconsin municipal corporation, and to me known to be the persons who executed the foregoing instrument in such capacities.

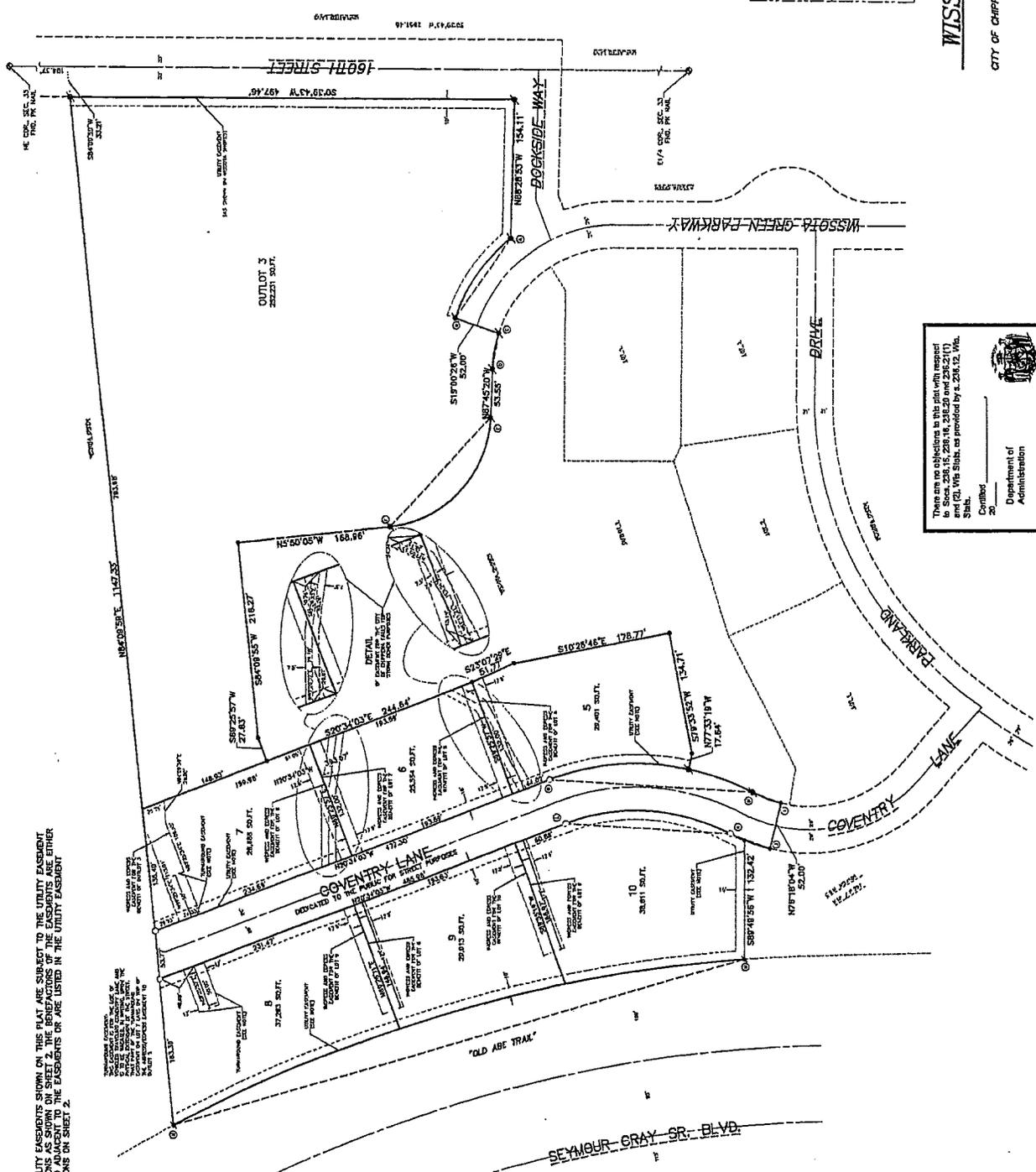
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

* _____
Notary Public
State of Wisconsin
My Commission expires _____

Exhibit A
Draft of Final Plat

[to be attached]

NOTE: THE UTILITY EASEMENTS SHOWN ON THIS PLAT ARE SUBJECT TO THE UTILITY EASEMENT PROVISIONS AS SHOWN ON SHEET 2. THE BENEFICIARIES OF THE EASEMENTS ARE EITHER THE UTILITIES OR ARE LISTED IN THE UTILITY EASEMENT PROVISIONS ON SHEET 2.

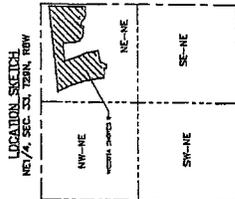


BEARINGS ARE REFERRED TO THE CASE LIST OF THE N.E.N., SEC. 33



SCALE 1" = 60'

- LEGEND
- - - - - 1/4" IRON ROD
 - - - - - 1/2" IRON ROD
 - - - - - 3/4" IRON ROD
 - - - - - 1" IRON ROD
 - - - - - 1 1/2" IRON ROD
 - - - - - 2" IRON ROD
 - - - - - 3" IRON ROD
 - - - - - 4" IRON ROD
 - - - - - 6" IRON ROD
 - - - - - 8" IRON ROD
 - - - - - 10" IRON ROD
 - - - - - 12" IRON ROD
 - - - - - 14" IRON ROD
 - - - - - 16" IRON ROD
 - - - - - 18" IRON ROD
 - - - - - 20" IRON ROD
 - - - - - 24" IRON ROD
 - - - - - 30" IRON ROD
 - - - - - 36" IRON ROD
 - - - - - 42" IRON ROD
 - - - - - 48" IRON ROD
 - - - - - 54" IRON ROD
 - - - - - 60" IRON ROD



There are no objections to this plat with respect to Secs. 238, 15, 238, 16, 238, 20 and 238, 21(1) and (2), Wis. Stat., as provided by s. 238, 12, Wis. Stat.

Comptroller
 Department of Administration

WISCONSINA SHORES II
 IN THE N.E.1/4 OF THE N.E.1/4
 SECTION 33, T29N, R6W,
 COUNTY OF CHIPPewa VALLEY, CHIPPewa COUNTY, WISCONSIN

Exhibit B
Legal Description of the Property

Legal description for Wissota Shores:

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

Wissota Shores II
In the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$
Section 33, T29, R8W,
City of Chippewa Falls, Chippewa County, Wisconsin
Being Outlot 2, Wissota Shores

Exhibit C
Order of Construction

1. Six (6) eight-unit residential buildings and related improvements designated as Buildings 10 to 15 on the Final Plat. Buildings (Lots) 5 & 10, 2016, Buildings (Lots) 6 & 9, 2017, Buildings (Lots) 7 & 8, 2018.

Exhibit D
Description of the Public Improvements and Estimates of Costs

[to be attached]

DATE: 04.07.2016

Total Lots:

Assumptions:

:station 100+25 to 107+75

:does not include costs for private utilities

:does not include hydrant W2 or STM1 or STM2 (Installed 2013)

:includes building Basin1 and Sediment Trap 2 and outfall pipes

WISSOTA SHORES - COVENTRY LANE ONLY					
NO	ITEM	UNITS	QUANT.	PRICE	TOTAL PRICE
STREET					
1	SAWCUT	LF	28	\$3.00	\$84.00
2	CRUSHED AGGREGATE BASE (8")	CY	560	\$20.00	\$11,200.00
3	ASPHALTIC BINDER COURSE (1.5")	SY	1915	\$4.50	\$8,617.50
4	ASPHALTIC SURFACE COURSE (1.5")	SY	1839	\$4.50	\$8,275.50
5	ADJUST INLET/MANHOLE CASTINGS	EA	8	\$100.00	\$800.00
6	CONCRETE CURB & GUTTER, 30" BARRIER	LF	1500	\$8.50	\$12,750.00
7	CONCRETE FLATWORK (6") (DRIVEWAYS & SIDEWALKS)	SF	2277	\$3.50	\$7,969.50
8	5' CONCRETE SIDEWALK (4")	SF	3116	\$3.00	\$9,345.00
9	ADJUST WATER VALVES	EA	2	\$100.00	\$200.00
10	SIGNS	EA	2	\$200.00	\$400.00
SUBTOTAL					\$59,641.50
SANITARY					
1	48" PRECAST CONCRETE MANHOLE	VF	26.6	\$220.00	\$5,852.00
2	CASTINGS	EA	3	\$400.00	\$1,200.00
3	8" SANITARY SEWER	LF	724	\$26.00	\$18,824.00
4	8"X4" WYES	EA	6	\$60.00	\$360.00
5	4" SANITARY SERVICE	LF	221	\$16.00	\$3,536.00
SUBTOTAL					\$29,772.00
WATERMAIN					
1	CONNECT TO EXISTING (8" STUB)	EA	1	\$500.00	\$500.00
2	HYDRANT(WATEROUS PACER WB-67)	EA	2	\$4,250.00	\$8,500.00
3	12-INCH WATERMAIN, C-900	LF	729	\$45.00	\$32,805.00
4	12" VALVE & BOX	EA	1	\$1,800.00	\$1,800.00
5	TAP AND CORPORATION STOP, 2 INCH	EA	6	\$125.00	\$750.00
6	CURB STOP AND BOX, 2 INCH	EA	6	\$300.00	\$1,800.00
7	WATER SERVICE, 2 INCH HDPE (W/TRACER WIRE)	LF	219	\$18.00	\$3,942.00
SUBTOTAL					\$50,097.00
STORM SEWER					
1	12" STM POLYPROPYLENE	LF	535	\$22.00	\$11,770.00
2	15" STM POLYPROPYLENE	LF	205	\$28.00	\$5,740.00
3	CATCH BASIN (2'X3' BOX)	EA	4	\$750.00	\$3,000.00
4	CURB INLET CASTINGS	EA	4	\$400.00	\$1,600.00
5	AREA INLET (36")	EA	4	\$800.00	\$3,200.00
6	AREA INLET CASTING	EA	4	\$400.00	\$1,600.00
7	SOLID LID CASTINGS	EA	1	\$400.00	\$400.00
8	48" PRECAST CONCRETE MANHOLE	VF	5.5	\$200.00	\$1,100.00
9	12" FLARED END SECTION	EA	3	\$350.00	\$1,050.00
10	15" FLARED END SECTION	EA	1	\$400.00	\$400.00
11	MEDIUM RIP-RAP	CY	32	\$45.00	\$1,440.00
SUBTOTAL					\$31,300.00
TOTAL PUBLIC IMPROVEMENT CONSTRUCTION COSTS					\$170,810.50

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 March 23, 2016 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Observation of Construction Services for the Downtown Chippewa Falls Riverfront Gateway Park - Phase I, more specifically detailed below.

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:** 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:

1. **Project Management and Administration** - Provide observation of construction services by a Wisconsin-Registered Professional Engineer and administrative services for the duration of the construction, including developing contract documents, facilitate the pre-construction conference, review Application for Payments with the RPR, recommend monthly payment amounts to the City and facilitate bi-weekly progress meetings with the general contractor and City staff. **Estimated Cost (labor and expenses): \$14,200.**
2. **Construction Services** - SEH estimates the need for two months of full-time Resident Project Representation (RPR) services (refer to Exhibit B) and 2.5 months of part-time RPR services. In order to compliment on-site RPR needs, we estimate the need for a design engineer to assist the RPR (4 hrs/week). **Estimated Cost (labor and expenses): \$74,650.**
3. **Shop Drawing Review and Site Visits** - completed by the appropriate design professionals (electrical, landscape architecture, and structural). **Estimated Cost (labor and expenses): \$36,150.**
4. **Construction Soil Issues** - SEH will provide on-site scientist to monitor removals, grading and utility construction encountered soils, including Project Management, necessary WDNR submittals and necessary analytical analysis. **Estimated Cost (labor and materials): \$55,000.**

Schedule: SEH has started a portion of these services with assembling the contract documents. The remaining services will be provide upon authorization of the City.

Payment: The fee is hourly, estimated to be \$180,000 including expenses and equipment. 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\cfo\observation of construction services_3.22.16.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.

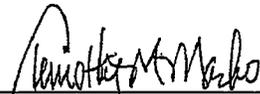
By:  _____ Date: March 23, 2016
Sr. Principal/Project Manager – Timothy M. Marko, PE

Exhibit A-1
to Supplemental Letter Agreement
Between City of Chippewa Falls (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 23, 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.

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.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

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.

r:\admin\agreements\2016\cfc\cfo\observation of construction services_3.22.16.docx

Exhibit B
to Supplemental Letter Agreement
Between City of Chippewa Falls (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 23, 2016

**A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative**

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of Contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to Contractor's Work including but not limited to the agreement between Client and Contractor, the Contractor's bid, the bonds, specs, Drawings*, Field Orders*, Addenda*, clarifications, interpretations, approved Shop Drawings* and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and Contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of Shop Drawings and Samples.
 - (b) Receive Samples furnished at the site by Contractor, and notify Consultant of availability of Samples.
 - (c) Advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

- Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by Contractor and transmit to Contractor clarifications and interpretations as issued by Consultant.
 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications* and report with RPR's recommendations to Consultant. Transmit to Contractor decisions as issued by Consultant.
 8. Records:
 - (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all Work Change Directive*, Addenda, Change Orders*, Field Orders, additional Drawings* issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Change Directive Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
 9. Reports:
 - (a) Furnish Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed Change Orders and Work Change Directive, obtaining backup material from Contractor and recommend to Consultant Change Orders, Work Change Directive, and Field Orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
 10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
 12. Completion:
 - (a) Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and Contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

*All instances in this Exhibit of this capitalized term are as defined in the EJCDC form C-700, copyrighted in 2013.

r:\admin\agreements\2016\cfc\cf\exhibit b.docx

City of Chippewa Falls - Bid Results April 11, 2016

Project Title	Grand Avenue Street & Utility Improvement Project	Spruce Street Street & Utility Improvement Project	Willow Street/Loffler Court Street & Utility Improvement Project	Woodward Avenue Street Improvement Project
Low Bid Contractor	\$367,475.24 Haas Sons Inc	\$404,789.60 Hearland Contractors	\$100,897.76 Monarch Paving	\$184,913.60 A-1 Excavating
Number of Bids Received	3	3	4	3
Engineer Estimate	\$411,077.50	\$436,571.15	\$110,673.20	\$167,160.35
CIP/Long Range Estimate*	\$481,000	\$496,000	\$338,000**	\$230,000

* CIP Long Range Estimate include contingency and expected City costs.

** Willow Street/Loffler Court CIP Estimate reflects a change in scope.

LEASE OF PREMISES

This Lease made this 06 day of April, 2016, by and between City of Chippewa Falls, located at 30 W. Central Street, Chippewa Falls, WI 54729 (the "Lessor"), and Zenith Tech, Inc., (the "Lessee").

1. **Lease of Premises.** The Lessor, in consideration of the agreements with the Lessee set forth herein, hereby leases to the Lessee a portion of the land located at 5 Riverside Drive, Chippewa Falls, WI, for the sole purpose of operating a field office and staging equipment and materials.
2. **Term.** This Lease is for a term of 3 months, beginning June 1, 2016 and ending August 31, 2016. The term will automatically renew for successive one month periods and this Lease will continue until terminated as provided in this paragraph. Either party may terminate this lease for any reason upon 30 days written notice to the other party. The Lessee will return the premises in the same condition as at commencement, general wear and tear excepted. Electric charges for operating the field office are included in the monthly fee.
3. **Consideration.** As rent for said premises Lessee shall pay to Lessor at its office the sum of \$350.00 Dollars, payable on the first business day of each month in monthly installments of 350 Dollars, in advance and without demand in legal currency of the United States.
4. **Access of Lessor.** The Lessor will have the right to enter the Leased Premises at any time.
5. **Assignment.** This Lease is non-assignable and non-transferable.
6. **Indemnification/Hold Harmless.** Lessee agrees to indemnify and hold Lessor harmless from and against claims, damages, losses, expenses, including attorneys' fees, caused by Lessee's use of the premises.

Signed on the day and year first above written.

LESSOR:

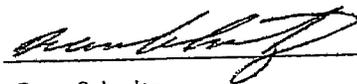
City of Chippewa Falls

BY: _____

ITS: _____

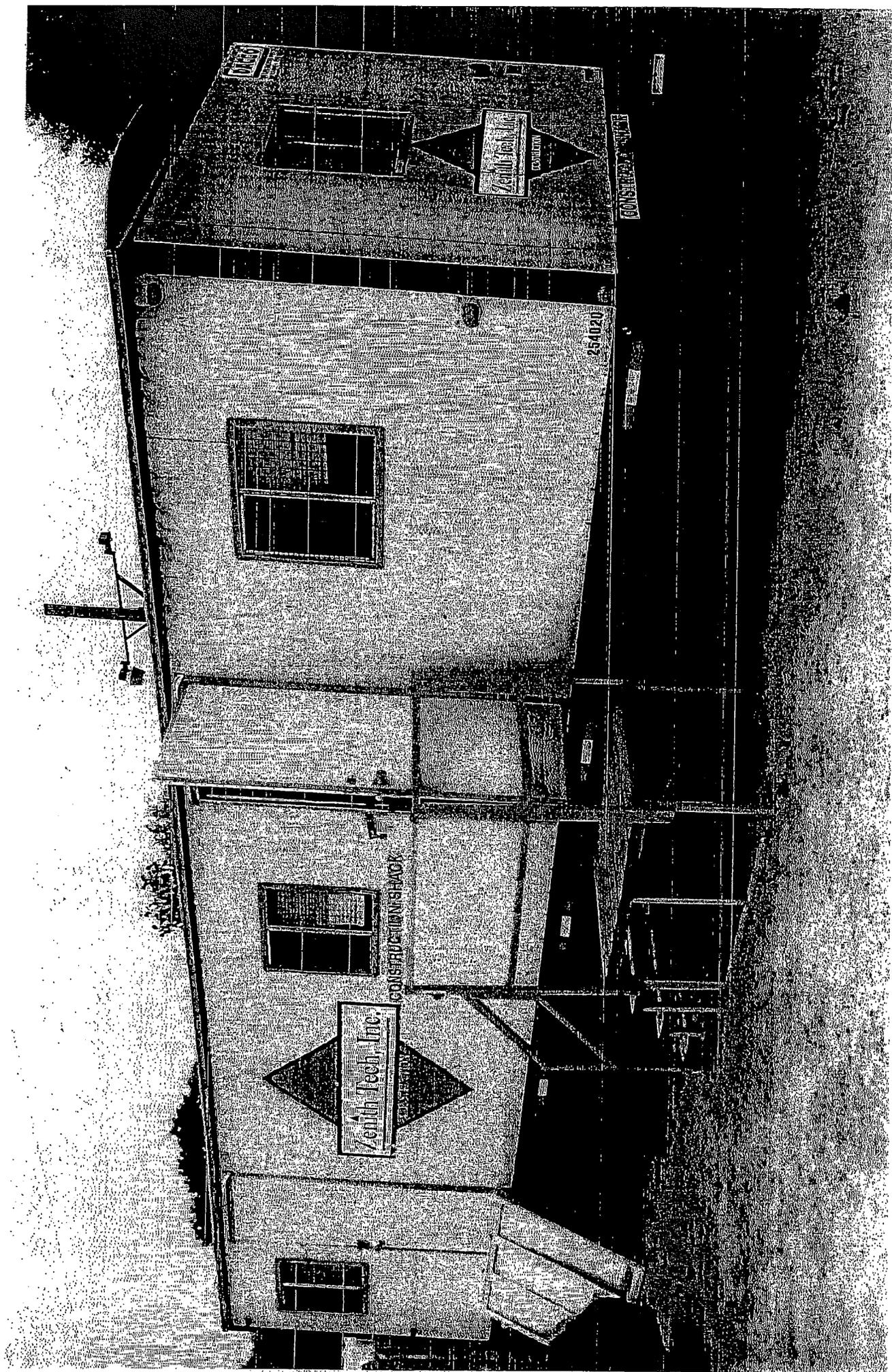
LESSEE:

Zenith Tech, Inc.

BY:  _____

Dean Schmitz

ITS: Agent _____



254020

254020

CONSTRUCTION SHACK

Zenith Tech, Inc.
CONSTRUCTION SHACK

Zenith Tech, Inc.
CONSTRUCTION SHACK

CONSTRUCTION SHACK

