

AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, August 2, 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 July 19, 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) Jackie Boos, Tourism Director, to provide a brief tourism update.
4. **PUBLIC HEARINGS** - None
5. **COMMUNICATIONS** - None
6. **REPORTS**
 - (a) Consider Board of Public Works minutes of July 25, 2016.
 - (b) Joint Review Board minutes of July 26, 2016.
7. **COUNCIL COMMITTEE REPORTS** in the order in which they are named in Section 2.21 of the Municipal Code
8. **APPLICATIONS**
 - (a) Consider Operator (Bartender) Licenses as approved by the Police Department. *(Complete list provided prior to Council meeting).*
 - (b) Consider Street Use Permit Application from Melinda Larson of Happy Tails Dog Park for the Annual Dog Swim on August 29 – 30, 2016 from 4:00 pm – 7:00 pm at the Bernard F. Willi Outdoor Pool, 1 Bridgewater Avenue.
 - (c) Consider Street Use Permit Application from Heather Marble of Sweeney's Bar and Grill for the Canal Street Car Show and Bean Bag Tournament on Saturday, August 13, 2016 from 11:00 am – 10:00 pm utilizing Canal Street from Main Street to Depot Street.
 - (d) Consider request of Colleen Sweeney (Sweeney's Bar and Grill), Brian Krista (Burly's Bar), and Bernard LaVelle (Weekend at Bernie's) for a temporary extension of premises in relation to their current Alcohol Beverage License Applications for an event to be held on August 13, 2016 from 11:00 am - 10:00 pm.
 - (e) Consider Street Use Permit Application from Chippewa Falls Main Street for Paint the Town Pink on October 6, 2016 from 3:00 pm – 7:00 pm utilizing parking spaces in front of 315 N. Bridge Street.
 - (f) Consider Street Use Permit Application from Morgan Crabb for Inkapolooza on August 27, 2016 from 8:00 am – 8:00 pm utilizing Harmony Courtyard.
 - (g) Consider Application for Class "E" Dance and Live Music License from Morgan Crabb for Harmony Courtyard on August 27, 2016.
9. **PETITIONS** - None
10. **MAYOR ANNOUNCES APPOINTMENTS** - None
11. **MAYOR'S REPORT** - None
12. **REPORT OF OFFICERS** - None
13. **ORDINANCES**
 - (a) Second Reading of **Ordinance #2016-11 Entitled:** An Ordinance Amending the Time Limits for Parking in the SEH and Chamber Parking Lots, §7.09 of the Chippewa Falls Municipal Code.
14. **RESOLUTIONS**
 - (a) Consider **Resolution #2016-35 Entitled:** Resolution Concerning Completion of Willow Creek Subdivision Phase III Utilities and Infrastructure.
 - (b) Consider **Resolution #2016-36 Entitled:** Resolution Regarding Exemption from Library Levy.

15. OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

(a) Discuss and consider Supplemental Letter Agreement from SEH to provide additional design services for Phase II of the Chippewa Riverfront Project.

(b) Discuss and consider Cooperative Agreement between Chippewa County and the City of Chippewa Falls relative to inspections associated with licensing requirements.

16. CLAIMS

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

17. CLOSED SESSION - None

18. ADJOURNMENT

The Claims Committee will meet at 6:00 PM to review the claims of various boards and departments of the City.

NOTE: REASONABLE ACCOMMODATIONS FOR PARTICIPATION BY INDIVIDUALS WITH DISABILITIES WILL BE MADE UPON REQUEST. FOR ADDITIONAL INFORMATION OR TO REQUEST THIS SERVICE, CONTACT THE CITY CLERK AT 726-2719.

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

CERTIFICATION OF OFFICIAL NEWSPAPER

I, hereby, certify that a copy of this notice has been posted on the bulletin board at City Hall and a copy has been given to the Chippewa Herald on July 29, 2016 at 1:15 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, July 19, 2016 in the City Hall Council Chambers. Council President Rob Kiefer called the meeting to order at 6:30 pm. The Pledge of Allegiance was recited.

CLERK CALLS THE ROLL

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

Also Present: City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, City Planner/Transit Manager Jayson Smith, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, Police Chief Matthew Kelm, Parks and Recreation Director Dick Hebert, County Administrator Frank Pascarella, City Clerk Bridget Givens, and those on the attached sign-in sheet.

APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) Motion by Monarski/King to approve the minutes of the July 5, 2016 Council Meeting. **All present voting aye, motion carried.**

PERSONAL APPEARANCES BY CITIZENS

(a) City Planner Smith presented the Planning Study for the Chippewa Riverfront Capital Campaign on behalf of Crescendo Fundraising Professionals. Smith outlined community outreach done to date including focus groups, online surveys, and in-person interviews. The feedback was very positive and it appeared that a majority of those involved felt a capital campaign should be conducted and that it would be supported. Crescendo's recommendation was that the City move ahead with the capital campaign and enter into a contract with Crescendo for their fundraising services.

PUBLIC HEARINGS -None

COMMUNICATIONS - None

REPORTS

(a) The Board of Public Works meeting of July 11, 2016 was cancelled due to a lack of agenda items.

(b) Motion by Hull/Nadreau to approve the Plan Commission minutes of July 11, 2016. **All present voting aye, motion carried.**

(c) The Joint Review Board minutes of July 11, 2016 were presented.

COUNCIL COMMITTEE REPORTS

(a) Motion by King/Nadreau to approve the Committee #1 Revenues, Disbursements, Water and Wastewater minutes of July 18, 2016. **Roll Call Vote: Aye – King, Nadreau, Monarski, Hull, Olson. Motion carried.**

(b) Motion by Monarski/Nadreau to approve the Committee #2 Labor Negotiations, Personnel, Policy, and Administration minutes of July 7, 2016. **All present voting aye, motion carried.**

(c) Motion by Olson/Monarski to approve the Committee #2 Labor Negotiations, Personnel, Policy, and Administration minutes of July 13, 2016. **Roll Call Vote: Aye – Olson, Monarski, King, Hull, Nadreau. Motion carried.**

(d) The Park Board minutes of July 12, 2016 were presented.

(e) The Library Board minutes of June 8, 2016 were presented.

APPLICATIONS

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

Motion by King/Monarski to consider items (b) – (g) in one motion. **All present voting aye, motion carried.**

Motion by King/Monarski to approve items (b) – (g) as follows:

(b) Application for Temporary Class "B" / "Class B" Beer and Wine Retailer's License from the Beyond Boomers Class Reunion Association for the Chippewa Falls City-Wide Class Reunion on August 13, 2016 to be held at the Northern Wisconsin State Fairgrounds, 225 Edward Street.

APPLICATIONS (continued)

- (c) Application for Class "E" Dance and Live Music License from the Beyond Boomers Class Reunion Association for the Northern Wisconsin State Fair Grounds, 225 Edward Street, on August 13, 2016.
- (d) Application for Temporary Class "B" Beer Retailer's License from St. Charles Borromeo Parish for the St. Charles Borromeo Celebration of Summer Picnic to be held at McDonell Central Catholic High School, 1316 Bel Air Blvd, on August 7, 2016.
- (e) Application for Class "E" Dance and Live Music License from the St. Charles Borromeo Parish for McDonell Central Catholic High School, 1316 Bel Air Blvd, on August 7, 2016.
- (f) Application for Class "E" Dance and Live Music License from Msgr. Mark Pierce for the Church of Notre Dame, 117 Allen Street, on August 20, 2016.
- (g) Street Use Permit Application from Anna Zook of Christ Episcopal Church, Chippewa Falls LGBTQ & Youth Group, to use Harmony Courtyard on July 24, 2016 from 6:00 pm – 8:00 pm for a Summer Group Event.

All present voting aye, motion carried.

PETITIONS - None

MAYOR ANNOUNCES APPOINTMENTS - None

MAYOR'S REPORT - None

REPORT OF OFFICERS - None

ORDINANCES

(a) The First Reading of **Ordinance #2016-11 Entitled:** An Ordinance Amending the Time Limits for Parking in the SEH and Chamber Parking Lots, §7.09 of the Chippewa Falls Municipal Code was held.

RESOLUTIONS

- (a) **Motion by King/Hull** to approve **Resolution #2016-33 Entitled:** Resolution Approving an Amendment to the Project Plan and Boundaries of Tax Incremental District No. 14, City of Chippewa Falls, Wisconsin. **Roll Call Vote: Aye – King, Hull, Nadreau, Monarski; No – Olson. Motion carried.**
- (b) **Motion by Olson/King** to approve **Resolution #2016-34 Entitled:** Resolution Approving a Certified Survey Map (regarding a parcel in Lake Wissota Business Park). **Roll Call Vote: Olson, King, Hull, Nadreau, Monarski. Motion carried.**

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

- (a) City Planner Smith advised that the original agreement with Keith Street, LLC was approved in December 2015. A grant application was submitted to WEDC for renovation funds and initially the grant was not awarded. WEDC had additional funds become available, so the project was reconsidered. The grant would require everything to be removed from the basement and the basement filled with sand. The scope of work was revised and the grant was awarded. **Motion by Olson/King** to approve the Amended Agreement with Keith Street, LLC 2 Bay Street Redevelopment Project and authorize the Mayor to execute the agreement. **Roll Call Vote: Aye – Olson, King, Hull, Nadreau, Monarski. Motion carried.**
- (b) **Motion by Olson/Monarski** to approve the Chippewa Riverfront Park Project Capital Campaign Contract between the City of Chippewa Falls and Crescendo Fundraising Professionals. Smith advised that funding for the contract would come from a donation from Rutledge Charities. **Roll Call Vote: Aye – Olson, Monarski, King, Hull, Nadreau. Motion carried.**
- (c) **Motion by King/Hull** to approve the Community Development Investment Grant Agreement between the Wisconsin Economic Development Corporation and the City of Chippewa Falls and authorize the Mayor to execute the agreement. **Roll Call Vote: Aye – King, Hull, Olson, Nadreau, Monarski. Motion carried.**

CLAIMS

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

City General Claims:	\$1,240,372.07
Authorized/Handwritten Claims:	\$29,214.45
Department of Public Utilities:	\$413,921.74
Total of Claims Presented	<u>\$1,683,508.26</u>

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

CLOSED SESSION

(a) Motion by King/Olson to go into Closed Session under WI Statutes 19.85(1)(e) for "deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a Closed Session" to discuss and consider a Developer's Agreement between Chippewa County and the City of Chippewa Falls regarding a prospective Chippewa County land sale to a prospective buyer in Lake Wissota Business Park; and to include Council, Ferg, Bauer, Rubenzer, Smith, Givens, Frank Pascarella and Brian Seubert; may return to Open Session. **Roll Call Vote: Aye – King, Olson, Nadreau, Monarski, Hull. Motion carried.**

Council discussed the item listed above.

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

ADJOURNMENT

Motion by Monarski/King to adjourn at 8:17 pm. **All present voting aye, motion carried.**

Submitted by:
Bridget Givens, City Clerk

CITY COUNCIL ATTENDANCE SHEET - July 19, 2016

NAME	ADDRESS
Flynn	Boy Perry CF

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

The Board of Public Works met in City Hall on Monday, July 25, 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. Also present at the meeting were Bob Schultz, Xcel Energy Community Service Manager, Cheri Barna, Xcel Energy Siting and Land Rights Agent and Matt Miller, Xcel Energy Hydro Department.

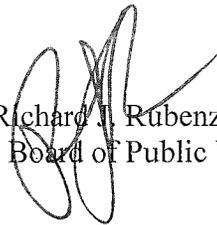
1. **Motion** by Bauer, seconded by Olson to approve the minutes of the June 27, 2016 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. Bob Schultz, Cheri Barna and Matt Miller appeared on behalf of Xcel Energy to present the attached easement proposal for Chippewa Riverfront Park. Director of Public Works Rubenzer stated that Xcel Energy staff and City of Chippewa Falls staff had met approximately two months ago and that the attached proposed Easement agreement essentially depicted what was agreed to at the meeting. Mr. Schultz gave project history. He said access to the hydro dam tailrace area was needed to maintain or repair turbines. Emergency repair or scheduled maintenance would be done by assembling a floating barge loading dock utilizing a large, (80 ton), crane. He stated that no other land access to assemble the barge system would work other than the location on the attached easement. The existing bulkhead was last used in 1994 to access the tailrace area. The bulkhead has been removed as part of the 2016 Chippewa Riverfront Park Phase I project. Scheduled maintenance of the turbines may only be needed once every thirty to fifty years depending on Federal Energy Regulating Commission, (FERC) inspection of the turbines. Matt Miller stated that there were six turbines installed or maintained in 1994 and that a FERC inspection was scheduled for 2020. When future maintenance is required, the floating barges would be transported over an approximately twelve inch thick temporary mat assembled in sections in the easement access area. Set up of the floating barge system would take approximately 4 to 7 days and once set up, the temporary mats would be removed until the maintenance of the turbines had been completed. The turbine maintenance could take six months to years to complete. At completion, the temporary mat system would be re-installed to remove the floating barge system. Ms. Barna explained the recitals, easement details and exhibits to the Board. Director of Public Works Rubenzer asked about compensation. Ms. Barna used a similar location 2014 appraisal value of \$1.70 per square foot for the approximate 0.36 easement parcel. Finance Manager Bauer asked to add additional wording to insure the City had the final say on restoration of the easement area. Mr. Senn suggested stating something about using the temporary mats in the easement itself. Director of Public Works Rubenzer said to use "Chippewa Riverfront" in "A" and "B" of the recitals. Ms. Barna will make the suggested modifications and return to Director of Public Works Rubenzer by Wednesday, after which the draft will be forwarded to City Attorney Ferg for review and comment. After additional discussion;

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

Motion by Senn, seconded by Olson to send a draft permanent access easement with Xcel Energy in Chippewa Riverfront to City Attorney Ferg for review and comment. After Attorney Ferg's review, the easement will again be considered by the Board of Public Works for a recommendation to the Common Council. **All present voting aye. MOTION CARRIED.**

3. Director of Public Works Rubenzer presented the attached policy recommendations from the City of Green Bay about "Children at Play", "Deaf Child Area" "Blind Child Area" and "Autistic Child Area" signs. The Board discussed circular letter 2011-18 from the Illinois Department of Transportation, an informational document from WIDOT and policies from the Wisconsin cities of Appleton, Brookfield, Eau Claire, Fitchburg, Hartland, Janesville, LaCrosse, Madison, Milwaukee, Racine and Waukesha. Consensus was that "Children at Play" signs are prohibited by the Manual of Uniform Traffic Control Devices, (MUTCD) but that Deaf Child, Blind Child and Autistic Child type signs weren't necessarily prohibited by MUTCD. Effectiveness of the Deaf, Blind and Autistic type signs has yet to be proven. A concern was listed that the City could be accused of promoting children at play in the street in the event of an accident. The Board directed Director of Public Works Rubenzer to draft a policy considering signs in the public right-of-way that incorporated;
 1. All signs placed the City of Chippewa Falls public street rights-of-way shall conform to the Manual of Uniform Traffic Control Devices (MUTCD).
 2. No new non-standard warning signs are to be installed on any City of Chippewa Falls street.
 3. Any existing non-standard warning signs on City of Chippewa Falls streets may be allowed to remain in place until the end of their useful life, or that their need no longer exists, i.e., the person with the disability from the residence moves or dies. End of useful life includes but is not limited to sign knockdown damage, substandard sign retro reflectivity, removal due to conflicts with improvement projects or change in conditions that make it possible to have the signs removed earlier.
 4. The City of Chippewa Falls City Attorney will periodically review the said sign policy.
 5. Any requests for exceptions to #2 above will be considered by the Board of Public Works and City Attorney and recommended to the Common Council for action.
4. **Motion** by Senn, seconded by Olson to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:25 P.M.


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

NOTICE OF PUBLIC MEETING

CITY OF CHIPPEWA FALLS, WISCONSIN

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

Board of Public Works: XXX

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

Will be held on Monday, July 11, 2016 at 5:30 P.M. in the City Hall Council Chambers, Chippewa Falls, Wisconsin. Items of business to be discussed or acted upon at this meeting are shown on the attached Agenda or listed below:

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

NOTE:

THE BOARD OF PUBLIC WORKS MEETING

FOR

MONDAY, JULY 11, 2016

IS

CANCELLED

DUE TO A LACK OF AGENDA ITEMS.

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

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

CERTIFICATION

I hereby certify that a copy of this Notice was placed in the Chippewa Herald mailbox, 1st floor, City Hall and posted on the City Hall Bulletin Board on Wednesday, July 6, 2016 at 9:00 AM by Mary Bowe.

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, JUNE 27, 2016 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, June 27, 2016 at 5:30 PM. Present were Mayor Greg Hoffman, Alderperson Paul Olson, Finance Manager Lynne Bauer Absent was Director of Public Works Rick Rubenzer and Darrin Senn. Also present at the meeting were Assistant City Engineer Robbie Krejci, Mike Metzenbauer, Ryan Metzenbauer, Pete Upton, and Beverly Carlson.

1. **Motion** by Olson, seconded by Bauer to approve the minutes of the June 13, 2016 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. Assistant City Engineer Krejci discussed the Chippewa Falls Downtown Parking Lots and associated parking time restrictions. Further discussion included options for time restrictions on the parking lots at the intersection of Bridge Street and River Street and possible variations. **Motion** by Olson, seconded by Hoffman to recommend that the Common Council place a 24-hour parking restriction on the parking facility in the NW quadrant of Bridge Street and River Street (adjacent to S.E.H.), and a 2-Hour parking restriction be placed on the northern 11 stalls in the parking facility in the NE quadrant of Bridge Street and River Street with the remainder of the NE (adjacent to the Chamber of Commerce) lot being an 8-hour restriction including necessary ordinance revisions. **All present voting aye. MOTION CARRIED.**

3. The BPW considered the attached petition to discontinue the alley located in Block #13 Carson's addition bounded by Coleman Street, Superior Street and Willow Street. Krejci discussed the discontinuance process and the petition that was received with the four adjacent owner's signature. Krejci noted that since the petition was received three of the owners that signed the petition had contacted the Chippewa Falls Engineering Office to express regret in signing the petition. Beverly Carlson (501 Superior Street) submitted a letter (attached) discussing her opposition to discontinuing the alley. Krejci then discussed that private utility laterals that are present in the alley for 301 Coleman Street, 316 W Willow Street, and 501 Superior Street and the need for easements between the owners in the alley was discontinued. The BPW further discussed discontinuance options including do nothing, discontinue approximately half of the alley, or discontinue the entire alley. Pete Upton (Owner of 523 Superior Street) described his desire to build a garage on the lot line as a catalyst for submitting a discontinuance petition. Mr. Upton then discussed that the second option would be to file for a zoning variance and if that was granted discontinuance would not be necessary. **Motion** by Hoffman, seconded by Bauer to table the discontinuance request for Block #13 Carson's addition pending the outcome of Mr. Upton's proposed variance request for 523 Superior Street. **All present voting aye. MOTION CARRIED.**

4. The BPW discussed the request from the Chippewa Falls Youth Hockey Association for site preparation and grading work for the proposed Youth Hockey facility expansion. Krejci discussed the Public Works Department concern regarding utilizing public staff and equipment on private projects including potential liability, number of potential requests, legal ramifications, and workload considerations. Krejci noted that the Youth Hockey Association has discontinued their request for assistance on the project. **No action taken.**

5. The BPW considered Cray Inc.'s request for a wider than 35-foot driveway opening on Lake Wissota Drive, which is part of the proposed Cray development project in the Lake Wissota Business Park. Krejci indicated the request was being made to allow for semi traffic and truck turning movements into the proposed Cray site. Krejci also noted that the Public Works Department did not have safety concerns regarding the proposed width. **Motion** by Olson, seconded by Hoffman to grant Cray Inc. a driveway that exceeds 35-foot in width and is less than 70-feet in width on Lake Wissota Drive. **All present voting aye. MOTION CARRIED.**

6. **Motion** by Olson, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:12 P.M.



Robbie Krejci, PE
Acting Secretary, Board of Public Works

PERMANENT EASEMENT

The City of Chippewa Falls, a body corporate and politic under the Laws of Wisconsin (the "Grantor"), hereby grants to Northern States Power Company, a Wisconsin corporation, and its successors and assigns (collectively, the "Grantee"), this Permanent Easement as set forth below (the "Easement").

RECITALS

A. Grantor owns the property known as the Chippewa Riverfront ~~Park~~, located in the City of Chippewa Falls, County of Chippewa, State of Wisconsin, legally described as set forth on Exhibit A (the "Premises").

Chippewa Riverfront

B. Recently, Grantor and Grantee worked together during construction of the ~~new Riverfront Park~~ to remove the existing bulkhead from the Premises for aesthetic purposes for the new Riverfront Park.

C. The former bulkhead was constructed by Grantee in 1994 to access the tailrace of the Chippewa Falls Hydro Project for a major turbine-generator rehabilitation project. The Grantee wishes to maintain access to the tailrace area for any future capital, maintenance or emergency projects that may occur.

D. Grantor desires to grant to Grantee certain rights to construct a temporary loading dock when needed (the "Temporary Tailrace Loading Dock"), in the location depicted on the attached Exhibit B (the "Loading Dock Area").

E. Grantor also desires to grant to Grantee certain access rights to and from the Temporary Tailrace Loading Dock, which rights are over and across a portion of the Premises as shown on Exhibit B (the "Access Easement Area").

EASEMENT

NOW, THEREFORE, for good and valuable consideration, Grantor hereby grants to Grantee this Easement subject to the following terms and conditions.

- 1. Recitals. The Recitals are incorporated into and made a part of this Easement.
- 2. Easement. Grantee shall have the permanent, perpetual, non-exclusive right, privilege and easement:

This space is reserved for recording data

Return to
Xcel Energy
Siting and Land Rights
Attn: Cheri F. Barna
P.O. Box 8
Eau Claire, WI 54702

Parcel Identification Number/Tax Key Number

(a) to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, mark, improve, enlarge, and maintain a temporary loading dock within the Loading Dock Area; and

(b) for ingress and egress upon, in, over, and across the Access Easement Area by Grantee, its agents, its contractors, successors or assigns, their personnel, vehicles and equipment, to access the Loading Dock Area and the Temporary Tailrace Loading Dock. Grantee's rights shall include, but not be limited to, the right to survey, clear, construct, lay gravel, and use a road or access way with all culverts, bridging, and appurtenances (collectively, the "Access Improvements") necessary or reasonably useful for the safe and prudent use of the access rights set forth in this Easement. *to cite the use of temporary mats and best management practices approved by city.*

Grantor reserves the right to use the Loading Dock Area and the Access Easement Area for purposes that will not interfere with Grantee's full enjoyment of the easement rights granted in this Easement. Grantor and Grantee agree not to obstruct or interfere with each other's use of the easement rights identified herein.

Grantor also grants to Grantee the reasonable temporary use by Grantee of the Premises adjacent to the Loading Dock Area during construction, repair, or replacement of the Temporary Tailrace Loading Dock.

In exercising its rights herein, Grantee shall minimize disruption to park events as much as possible. If Grantee is going to construct a temporary access way on the Access Easement Area and/or construct the Temporary Tailrace Loading Dock, Grantee shall provide construction plans and a timeline to Grantor at least twelve (12) months prior to beginning said construction, except under emergency circumstances or where at least twelve (12) months prior notification is not possible. Furthermore, Grantee shall work with Grantor and the State of Wisconsin Department of Transportation to communicate and coordinate traffic control plans that are needed in order for Grantee to exercise its rights herein. Grantee also agrees to provide and install construction zone fencing and signage for safety purposes.

Grantee shall exercise reasonable care to avoid damaging the Premises in any manner not consistent with the purpose of this Easement. Grantee shall pay for or repair all direct damages caused by the exercise of these rights, including, but not limited to, landscaping, roads, and driveways. After the exercise of any of the rights granted herein, Grantee agrees to restore the Premises, the Loading Dock Area, and the Access Easement Area to as near ~~their~~ condition before said exercise as is reasonably possible and remove therefrom all debris, spoils, and equipment resulting from the use of the Premises, the Loading Dock Area, and the Access Easement Area. *Add stronger language to insure city is approving post repair restoration of the easement area.*

3. Successors and Assigns. All provisions of this Easement, including the benefits and burdens, shall be deemed to run with the title to the Premises. This Easement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns, and incorporates all agreements and stipulations between the parties, and no prior representations or statements, oral or written, shall modify, add, or change the terms hereof.

4. No Abandonment Due to Non-Use. The rights granted herein may be exercised at any time subsequent to the execution of this Easement and said rights shall continue until such time as Grantee, its successors or assigns, have notified Grantor, its successors or assigns, that Grantee has abandoned and relinquishes its easement rights. Following such notification by Grantee, Grantee shall deliver a recordable release of easement to be recorded at the expense of Grantor or its successor or assigns.

5. Power to Convey. Grantor covenants with Grantee, its successors and assigns, that Grantor is the owner of the Premises and has the right to sell and convey an easement in the manner and form aforesaid.

Dated: _____

**CITY OF CHIPPEWA FALLS,
A BODY CORPORATE AND POLITIC
UNDER THE LAWS OF WISCONSIN**

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF CHIPPEWA)

Personally came before me this ____ day of _____, 2016, the above-named _____, the _____ of The City of Chippewa Falls, a body corporate and politic under the Laws of Wisconsin, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Printed Name: _____
Notary Public, State of Wisconsin
My commission: _____

Dated: _____

NORTHERN STATES POWER COMPANY,
A WISCONSIN CORPORATION

By: _____
Pamela J. Rasmussen, Senior Manager
Siting & Land Rights
Xcel Energy Services Inc.
as Authorized Agent for Northern States Power
Company, a Wisconsin corporation

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF CHIPPEWA)

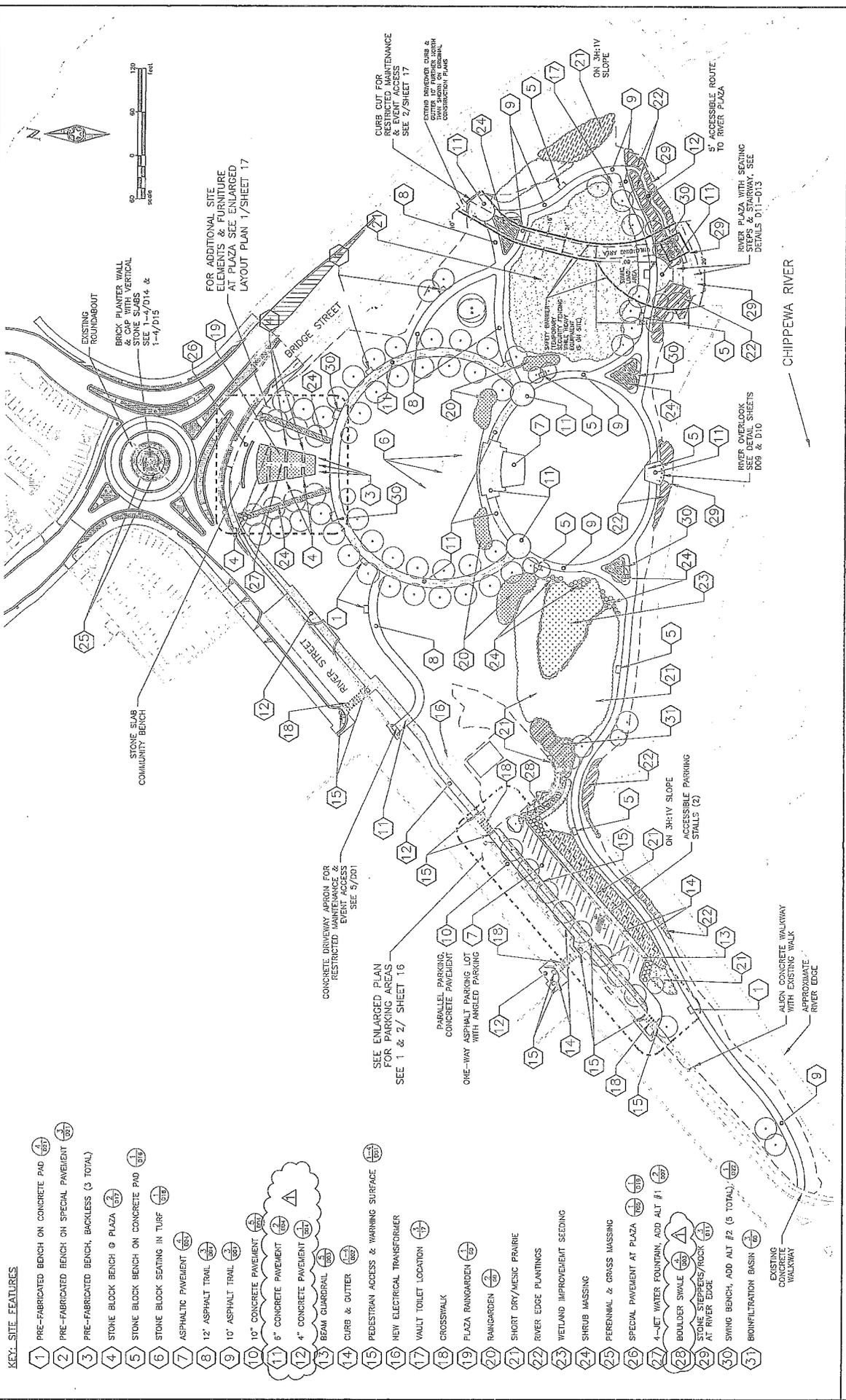
Personally came before me this ____ day of _____, 2016, the above-named Pamela J. Rasmussen, Senior Manager of Siting & Land Rights for Northern States Power Company, a Wisconsin corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Printed Name: _____
Notary Public, State of Wisconsin
My commission: _____

This Instrument was drafted by:
Michelle E. Martin
Axley Brynelson, LLP
N20W22961 Watertown Road
Waukesha, WI 53186

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES



KEY SITE FEATURES

- 1 PRE-FABRICATED BENCH ON CONCRETE PAD (1/25)
- 2 PRE-FABRICATED BENCH ON SPECIAL PAVEMENT (2/20)
- 3 PRE-FABRICATED BENCH, BACKLESS (3 TOTAL)
- 4 STONE BLOCK BENCH @ PLAZA (3/17)
- 5 STONE BLOCK BENCH ON CONCRETE PAD (1/21)
- 6 STONE BLOCK SEATING IN TURF (1/19)
- 7 ASPHALTIC PAVEMENT (4/25)
- 8 12' ASPHALT TRAIL (3/20)
- 9 10' ASPHALT TRAIL (2/20)
- 10 10" CONCRETE PAVEMENT (5/24)
- 11 6" CONCRETE PAVEMENT (1/25)
- 12 4" CONCRETE PAVEMENT (3/21)
- 13 BEAM GUARDRAIL (1/24)
- 14 CURB & GUTTER (1/22)
- 15 PEDESTRIAN ACCESS & WARNING SURFACE (1/21)
- 16 NEW ELECTRICAL TRANSFORMER
- 17 WALL TOILET LOCATION (1/17)
- 18 CROSSWALK
- 19 PLAZA RAINGARDEN (2/15)
- 20 RAINGARDEN (2/15)
- 21 SHORT DRY/MESIC PRAIRIE
- 22 RIVER EDGE PLANTINGS
- 23 WETLAND IMPROVEMENT SEEDING
- 24 SHRUB MASSING
- 25 PERENNIAL & GRASS MASSING
- 26 SPECIAL PAVEMENT AT PLAZA (1/17)
- 27 4-LET WATER FOUNTAIN, ADD ALT #1 (1/20)
- 28 BOULDER SWALE (1/20)
- 29 STONE STEPPERS/ROCK AT RIVER EDGE (1/20)
- 30 SWING BENCH, ADD ALT #2 (5 TOTAL) (1/22)
- 31 BIOPFILTRATION BASIN (1/22)

DRAWN BY: _____ DESIGNER: _____ CHECKED BY: _____ DESIGN TEAM: _____	CUI CUI TUM DATE	REV. NO. / DATE / DESCRIPTION 1 / 07/20/2016 / UPDATED DETAIL CALLOUTS. 2 / 07/20/2016 /	FILE NO. EP01 21073 DATE 07-20-2016	CHIPPEWA FALLS RIVERFRONT PARK XCEL ENERGY OVERVIEW
---	---------------------------	--	--	--

EXHIBIT B

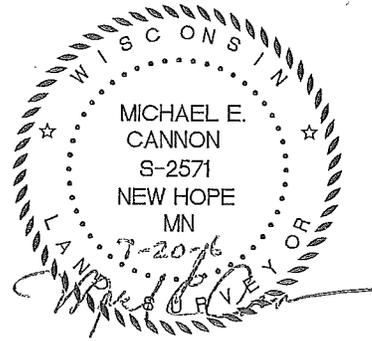
DEPICTION OF PREMISES, LOADING DOCK AREA, AND ACCESS EASEMENT AREA



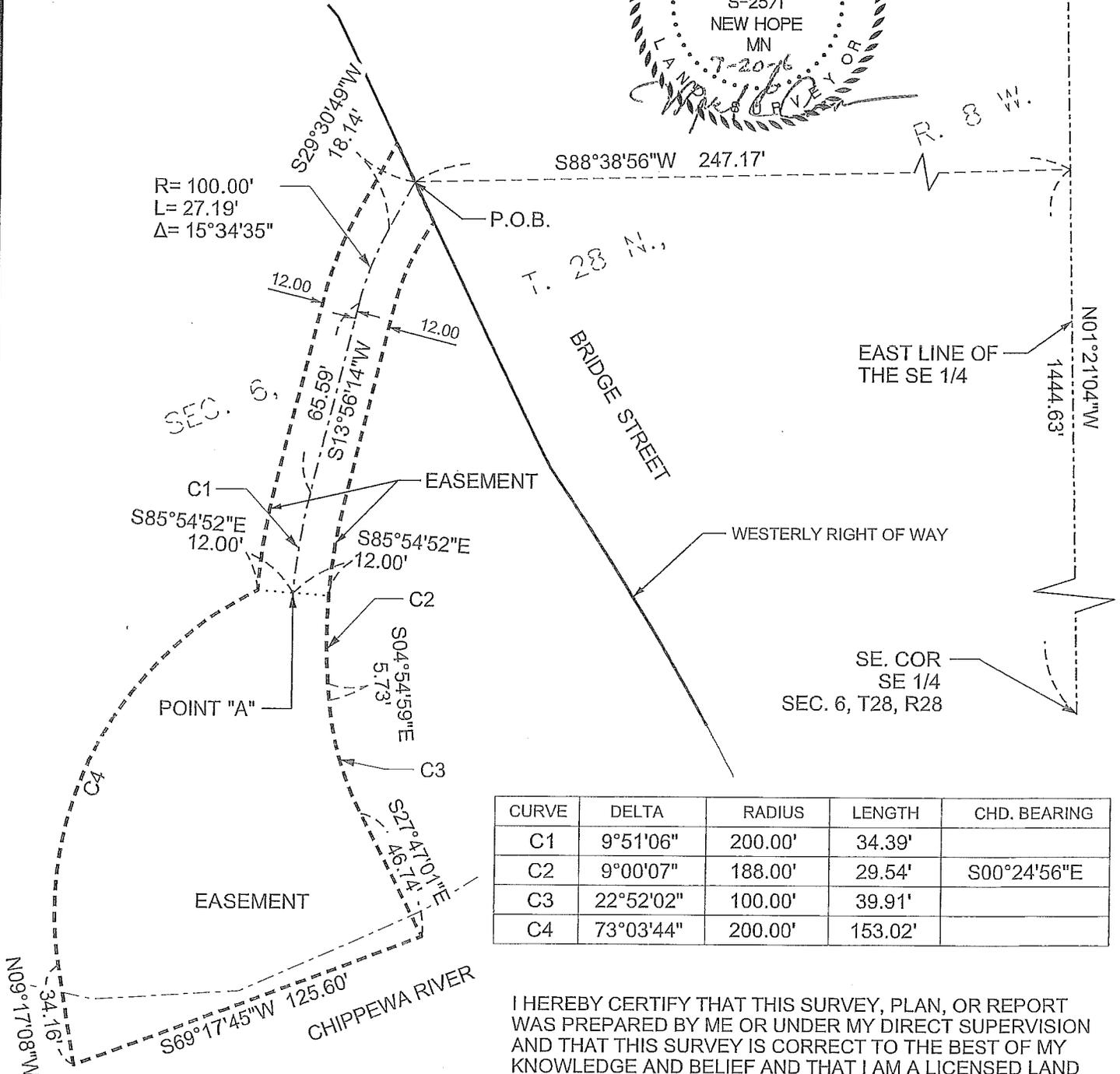
NORTHERN STATES POWER
WISCONSIN

EXHIBIT A SHEET 1 OF 5 SHEETS

Certificate of Survey
Location: Chippewa Falls, WI
Grantor: City of Chippewa Falls, WI
See sheets 2 through 5 for descriptions.



Scale: 1"=50'



CURVE	DELTA	RADIUS	LENGTH	CHD. BEARING
C1	9°51'06"	200.00'	34.39'	
C2	9°00'07"	188.00'	29.54'	S00°24'56"E
C3	22°52'02"	100.00'	39.91'	
C4	73°03'44"	200.00'	153.02'	

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I AM A LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF WISCONSIN.

Michael E. Cannon

MICHAEL E. CANNON

LIC. NO. S-2571

DATE 7-20-16

LINE: Dist.
PARCEL:
SEC. 6, T.28 N., R.8 W., 4th P.M.
CO.: Eau Claire



NORTHERN STATES POWER
WISCONSIN

EXHIBIT A SHEET 2 OF 5 SHEETS

Certificate of Survey

Location: Chippewa Falls, WI

Grantor: City of Chippewa Falls, WI

"Premises":

A parcel of land being a part of the Mill Reserve, Chippewa Falls, City of Chippewa Falls, Chippewa County, Wisconsin, being a part of Government Lot 4, Section 6, Township 28 North, Range 8 West, described as follows:

Commencing at the point of intersection of the southeasterly right of way line of River Street and the southwesterly right of way line of Bridge Street in the City of Chippewa Falls, Wisconsin, as per the recorded plat thereof; Thence run southeasterly along said southwesterly right of way line of Bridge Street a distance of 150 feet to the True Point of Beginning; Thence run southwesterly parallel with said southeasterly right of way line of River Street a distance of 320 feet, more or less, to a point on the easternmost line of a parcel of land conveyed by Wisconsin Central Ltd. to the City of Chippewa Falls, Wisconsin by quitclaim deed dated December 31, 1991; Thence run southeasterly at right angles to the last described course a distance of 50 feet; Thence run southwesterly parallel with said southeasterly right of way line of River Street a distance of 30 feet, more or less; Thence run southeasterly a distance of 210 feet, more or less, to a point on the meander line of the east bank of the Chippewa River; Thence run southeasterly along said meander line to its intersection with the meander line of the west bank of Duncan Creek; Thence run northeasterly along said meander line of the west bank of Duncan Creek 72 feet, more or less, to a point which is approximately 70 feet from the Bridge Street bridge structure crossing Duncan Creek, as measured along said Duncan Creek meander line, more or less; Thence east to Bridge Street to the southwesterly right of way line of Bridge Street, as now located and constructed; Thence run northwesterly along said southwesterly right of way line of Bridge Street to the point of beginning.

LESS AND EXCEPT from the property hereinabove described three (3) parcels of land described as follows:

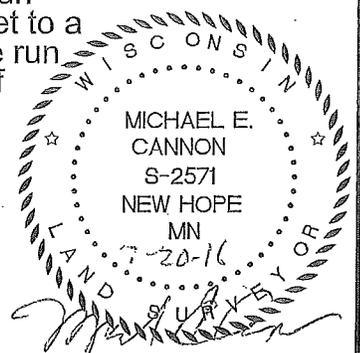
Excepted Parcel No. 1: Beginning at a point on the southwesterly right of way line of Bridge Street, 200 feet southeasterly from the southeasterly right of way line of River Street, as measured along said southwesterly right of way line of Bridge Street; Thence run in a southwesterly direction on a line parallel with said southeasterly right of way line of River Street a distance of 155 feet; Thence run in a southeasterly direction on a line parallel with said southwesterly right of way line of Bridge Street a distance of 83.5 feet to a point of intersection with a line running parallel with and 21.5 feet distant northeasterly measured at right angles) from the centerline of the spur track as originally located nearest the parcel of land herein described; Thence run southeasterly along the last described parallel line to a point of intersection with a line running parallel with and 325 feet distant southeasterly (measured at right angles) from the southeasterly line of said River Street; Thence run northeasterly along the last described parallel line a distance of 127.3 feet to a point of intersection with said southwesterly line of Bridge Street; Thence run northwesterly along said southwesterly line of Bridge Street a distance of 125 feet to the place of beginning. (CONT'D. ON NEXT SHEET)

LINE: Dist.

PARCEL:

SEC. 6, T.28 N., R.8 W., 4th P.M.

CO.: Eau Claire





NORTHERN STATES POWER
WISCONSIN

EXHIBIT A SHEET 3 OF 5 SHEETS

Certificate of Survey
Location: Chippewa Falls, WI
Grantor: City of Chippewa Falls, WI

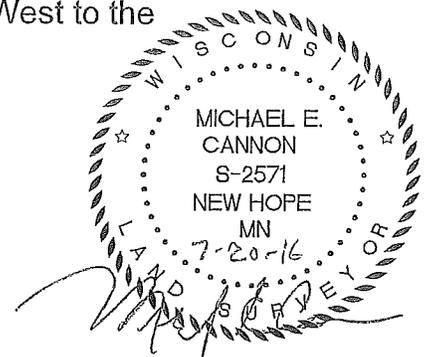
"Premises": (CONT'D. FROM SHEET 2)

Excepted Parcel No. 2: A parcel of land conveyed by quitclaim deed dated December 26, 1991, from Wisconsin Central Ltd. to the City of Chippewa Falls, Wisconsin, and described in said deed as follows:

A part of Government Lots 3 and 4 of Section 6, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin, more particularly described as follows:

Commencing at the intersection of the centerlines of Bay and River Streets in said City; Thence southwesterly along the centerline of River Street 260 feet; Thence southeasterly at right angles to said River Street centerline along a line which also has a bearing of South 45 degrees East 183 feet to the Point of Beginning; Thence North 51 degrees 24 minutes 05 seconds East 205.29 feet; Thence North 59 degrees 12 minutes 25 seconds East 40.75 feet; Thence along a curve to the right with a radius of 536.80 feet to a point 320 feet southwesterly of the easterly line of Block 14 extended southeasterly; Thence northwesterly along a line parallel to and 320 feet southwesterly of, as measured perpendicular to, said southeasterly extension of the easterly line of Block 14 to the southerly line of River Street; Thence southwesterly along said southerly line to a point 724.77 feet distant northeasterly of the centerline of Taylor Street; Thence southeasterly at right angle to said River Street centerline to a point 50 feet southeasterly of the centerline of River Street as originally platted; Thence southwesterly along a line parallel to and 50 feet distant southeasterly from said River Street centerline to a point 100 feet distant northeasterly (measured at right angles) from the following described reference line "A"; Commencing at the northeast corner of Government Lot One (1) of Section Seven (7), Township Twenty-Eight (28) North, Range Eight (8) West, thence east three and seventy-four one-hundredths (3/4) feet to a point on the center line of new Main Street being Station 39+42.51 of said reference line "A"; thence North 20 degrees 09 minutes West along the center line of new Main Street a distance of two and thirty-six one-hundredths (2.36) feet being Station 39+44.87 of said reference line "A"; thence North 20 degrees 25 minutes West along the center line of new Main Street a distance of four hundred seventy-five (475) feet, more or less, to the thread of the Chippewa River and the point of beginning of reference line "A"; thence continuing North 20 degrees 25 minutes West along the center line of new Main Street a distance of five hundred eighty and thirteen one-hundredths (580.13) feet to the intersection of the center lines of River Street (S.T.H. 29) and Pine Street being Station 50+00 of said reference line "A"; Thence southeasterly parallel to and 100 feet northeasterly of, as measured perpendicular to, said reference line "A" to the northerly bank of the Chippewa River; Thence northeasterly along said northerly bank to a point South 45 degrees East to the point of beginning; Thence North 45 degrees West to the Point of Beginning.

LINE: Dist.
PARCEL:
SEC. 6, T.28 N., R.8 W., 4th P.M.
CO.: Eau Claire





NORTHERN STATES POWER
WISCONSIN

EXHIBIT A SHEET 4 OF 5 SHEETS

Certificate of Survey

Location: Chippewa Falls, WI

Grantor: City of Chippewa Falls, WI

"Premises": (CONT'D. FROM SHEET 3)

Excepted Parcel No. 3: A parcel of land conveyed by quitclaim deed from Wisconsin Central Ltd. to the State of Wisconsin, Department of Transportation, dated October 28, 1991, and described in said deed as follows: An undivided one-half (1/2) interest in and to the following tract of land in Chippewa County, State of Wisconsin, described as:

Beginning at a point that is North 10 degrees 45 minutes 49 seconds West 1524.72 feet to the Southeast corner of Section 6; Thence North 47 degrees 12 minutes 02 seconds East 61.67 feet to the reference line of State Highway 124; Thence Southeasterly along the arc of a curve, concave Southwesterly, with a radius of 1145.92 feet (the long chord bears South 41 degrees 59 minutes 14 seconds East 23.49 feet) 32.49 feet; Thence North 50 degrees 15 minutes 36 seconds East 106.01 feet; Thence South 51 degrees 57 minutes 34 seconds East, 104.93 feet; Thence Southeasterly along the arc of a curve, concave Southwesterly, with a radius of 1275.92 feet (the long chord bears South 33 degrees 28 minutes 40 seconds East 131.05 feet) parallel with and 130 feet Northeasterly from the reference line of State Highway 124 131.11 feet to the Northerly edge of Duncan Creek; Thence Southwesterly along the Northerly edge of Duncan Creek 246 feet, more or less; Thence Northwesterly along the arc of a curve, concave Southwesterly, with a radius of 1045.92 feet (the long chord bears North 30 degrees 05 minutes 40 seconds West 139.63 feet) parallel with and 100 feet Southwesterly from the reference line of State Highway 124 139.73 feet; Thence North 25 degrees 18 minutes 38 seconds West 169.24 feet to the point of beginning.

This parcel contains 1.32 acres, more or less, including 0.56 acres of land previously conveyed or dedicated for highway purposes.

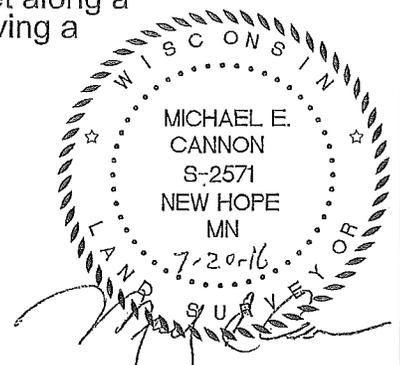
"Easement Area":

A 24.00 foot wide easement over, under and across the herein before described "Premises" which lies 12.00 feet on each side of the following described centerline:

Commencing at the southeast corner of the Southeast Quarter of Section 6, Township 28 North, Range 8 West, Chippewa County, Wisconsin; thence North 01 degree 21 minutes 04 seconds West, along the east line of said Southeast Quarter, a distance of 1444.63 feet; thence South 88 degrees 38 minutes 56 seconds West 247.17 feet to the point of beginning of the centerline to be described; thence South 29 degrees 30 minutes 49 seconds West 18.14 feet; thence southerly 27.19 feet along a 100.00 foot radius tangential curve, concave to the east, and having a central angle of 15 degrees 34 minutes 35 seconds;

CONT'D. ON SHEET 5

LINE: Dist.
PARCEL:
SEC. 6, T.28 N., R.8 W., 4th P.M.
CO.: Eau Claire





NORTHERN STATES POWER
WISCONSIN

EXHIBIT A SHEET 5 OF 5 SHEETS

Certificate of Survey
Location: Chippewa Falls, WI
Grantor: City of Chippewa Falls, WI

"Easement Area": (CONT'D. FROM SHEET 4)

thence South 13 degrees 56 minutes 14 seconds West, tangent to the last described curve, 65.59 feet; thence southerly 34.39 feet along a 200.00 foot radius tangential curve, concave to the east, and having a central angle of 9 degrees 51 minutes 06 seconds to a point herein after referred to as Point "A" and said centerline there terminating.

The sidelines of said easement are to be shortened or lengthened to intersect the westerly right of way line of Bridge Street.

AND

An easement over, under and across the the herein before described "Premises" described as follows:

Beginning at hte previously described Point "A"; thence South 85 degrees 54 minutes 52 seconds East 12.00 feet; thence southerly 29.54 feet along a 188.00 foot radius non-tangential curve, concave to the east, having a central angle of 9 degrees 00 minutes 07 seconds and a chord bearing of South 00 degrees 24 minutes 56 seconds East; thence South 04 degrees 54 minutes 59 seconds East, tangent to the last described curve, 5.73 feet; thence southeasterly 39.91 feet along a 100.00 foot radius tangential curve, concave to the east, and having a central angle of 22 degrees 52 minutes 02 seconds; thence South 27 degrees 47 minutes 01 second East, tangent to the last described curve, 46.74 feet; thence South 69 degrees 17 minutes 45 seconds West 125.60 feet; thence North 9 degrees 17 minutes 08 seconds West 34.16 feet; thence northerly and northeasterly 153.02 feet along a 200.00 foot radius tangential curve, concave to the southeast, and having a central angle of 73 degrees 03 minutes 44 seconds; thence South 85 degrees 54 minutes 52 seconds East, not tangent to the last described curve, 12.00 feet to the point of beginning.

Containing 0.36 acres, more or less.

LINE: Dist.
PARCEL:
SEC. 6, T.28 N., R.8 W., 4th P.M.
CO.: Eau Claire



6. Violate Chapter 2 of the MUTCD that sign installation should be based on engineering, not political, decision making.
7. Place the City in a vulnerable position of determining which disability groups would be eligible for such signs.

RECOMMENDATIONS

For the many reasons described in this memorandum, but placing emphasis on that there is no proof or evidence that non-standard warning signs change motorist behavior, reduce driver speeds, or lower crash rates, and with close consideration to align with this State's and other local municipalities' policies, the Department of Public Works recommends that:

1. No new non-standard warning signs are to be installed on any City of Green Bay street.
2. Any existing non-standard warning signs on City of Green Bay streets may be allowed to remain in place until the end of their useful life, or that their need no longer exists, i.e., the person with the disability from the residence moves or dies. End of useful life includes but is not limited to sign knockdown damage, substandard sign retroreflectivity, removal due to conflicts with improvement projects, or change in conditions that make it possible to have the signs removed earlier.
3. The Legal Department reviews this memorandum and its recommendations, and provides a legal opinion on the ramifications of installing and maintaining non-standard warning signs in the City of Green Bay.

MEETING MINUTES
JOINT REVIEW BOARD
Tuesday, July 26, 2016

The Joint Review Board met at City Hall on July 26, 2016 at 12:00 p.m. Present were, Lynne Bauer, City of Chippewa Falls, Angela Eckman, Chippewa Valley Technical College, Frank Pascarella, Chippewa County, Chad Trowbridge, Chippewa Falls Area School District, and Tim Fries, At-Large Member. Also present: Jayson Smith, City Planner.

1. The meeting was called to order by the Board Chairperson.
2. Motion by Pascarella, seconded by Bauer to approve the minutes from the July 11, 2016 Joint Review Board meeting. All present voting aye. Motion carried.
3. Jayson Smith reviewed the public record with the Joint Review Board presenting the approved Plan Commission Resolutions, approved City Council Resolutions, and the TID Plans. No action taken.
4. Motion by Fries, seconded by Bauer to approve the Tax Incremental District No. 14 Amendment Resolution. All present voting aye. Motion approved.
5. Motion by Eckman, seconded by Fries to adjourn. The meeting adjourned at 12:10 p.m.

Submitted by:

Jayson C. Smith, Secretary JRB

**JOINT REVIEW BOARD
RESOLUTION APPROVING THE PROJECT PLAN & BOUNDARY AMENDMENT OF
TAX INCREMENTAL DISTRICT NO. 14,
CITY OF CHIPPEWA FALLS**

WHEREAS, the City of Chippewa Falls (the "City") seeks to amend the project plan and boundaries for Tax Incremental District No. 14 (the "District"), and

WHEREAS, Wisconsin Statutes Section 66.1105 requires that a Joint Review Board (the "JRB") shall convene to review the proposal, and

WHEREAS, the JRB consists of one representative chosen by the School District; one representative chosen by the Technical College District; and one representative chosen by the County, all of whom have the power to levy taxes on property within the District; and one representative chosen by the City and one public member, and

WHEREAS, the public member and JRB's chairperson were selected by a majority vote of the other JRB members before the public hearing was held, under Wisconsin Statutes Sections 66.1105 (4)(a) and (e), and

WHEREAS, all JRB members were appointed and the first JRB meeting was held within 14 days after the notice was published under Wisconsin Statutes Sections 66.1105 (4)(a) and (e), and

WHEREAS, the JRB has reviewed the public record, planning documents, the resolution adopted by the Plan Commission approving the District and adopting the Project Plan amendment, and the resolution passed by the Common Council approving the amendment of the District under Wisconsin Statutes Section 66.1105 (4)(gm);

WHEREAS, project costs benefitting the District are to be made outside of, but within a one-half mile radius of the District, pursuant to Wisconsin Statutes Section 66.1105(2)(f)1.n, as identified in the project plan; and

WHEREAS, the JRB has considered whether, and concluded that, the District continues to meet the following criteria:

1. The development expected in the District would not occur without the use of tax increment financing and the amendment of a tax incremental district.
2. The economic benefits of the District, as measured by increased employment, business and personal income and property value, are sufficient to compensate for the cost of the improvements.
3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing districts.

NOW, THEREFORE, BE IT RESOLVED that the JRB approves the Project Plan and Boundary Amendment of this District.

BE IT FURTHER RESOLVED that in the judgment of the JRB, the development described in the Project Plan, the information provided by the City, and the public record and planning documents relating to the District, would not occur without the amendment of the District.

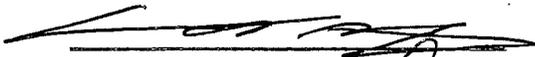
Passed and adopted this 26th day of July, 2016.

Joint Review Board

Representing



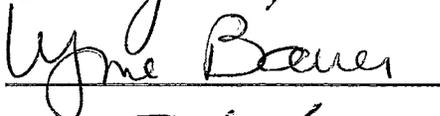
Chippewa County



Chippewa Falls Area School District



Chippewa Valley Technical College District



City of Chippewa Falls



Public Member



CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

RECEIVED
JUL 6 2016
City Clerk
City of Chippewa Falls

Applicant Name and Address: Melinda Larson - 1980 Le City Hwy S Jim Falls, WI 54748 Applicant Phone Number: 715-404-7019

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.
* Sue Thomas - (715) 723-8763
15442 93rd Ave
Chippewa Falls, WI 54729

Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: Chippewa Falls Happy Tails Dog Park
841 Chippewa Crossing Blvd.
C.F. Heather Copas - President

Name of the event: Annual Dog Swim Estimated number of persons participating: 50+

Date and start and end times requested for street use: August 29th 4:00-7:00pm August 30th 4:00-7:00pm

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
Bernard F. Willi Community Pool - Bridgewater Ave.
*Fenced-in area

Use, described in detail, for which the street use permit is requested: Dogs will be swimming in the pool, dog owners will be in charge of their own dogs. Vendors will be present along with volunteers monitoring the event.

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

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

Signature of Applicant: Melinda Larson Date: July 6, 2016

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
None from CPPA None as no services reqd. from Public Works

Requirements of Applicant:

Approved by: [Signature] 7-11-16 [Signature] 7/14/2016

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
STREET USE PERMIT APPLICATION

RECEIVED
JUL 11 2016
City Clerk
City of Chippewa Falls

Applicant Name and Address: Heather Marble
4686 135th St Chippewa Falls WI
Applicant Phone Number: 715 559 3234

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: 201 e canal st Sweeney's B&G

Name of the event: Canal St Car Show & Bean bag tournament
Estimated number of persons participating: 200

Date and start and end times requested for street use: Aug. 13th 11am-10pm

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary): Canal Street Main St to Dept - St.

Use, described in detail, for which the street use permit is requested: car show, food, bean bag tournament & DJ

City services requested for the event (e.g., Street Department or Police Department staff time)
Street Department None for CPD
Saw horses, cones, barricades and signs

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

Signature of Applicant: [Signature] Date: JUL 11 2016

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):

Requirements of Applicant: Pick up saw horses, cones, barricades + signs @ City Garage at #5 Bork-Riverside Drive prior to 1pm on August 12, 2016 + return on Monday, August 15, 2016. Set up as was done for Halloween 2015. RJR 7/29/2016 None from PD

Approved by: [Signature] Signature of Chief of Police
[Signature] July 25, 2016 Signature of Director of Public Works

Recommendation of Board of Public Works (if required): [] Approved [] Denied
Decision of City Council (required): [] Approved [] Denied

Untitled

Sweeneys Bar and grill, Burlys Bar, and Weekend at Bernies are requesting a temporary extension of premises on their liquor licenses on the date of Saturday August 13th 2016. See attached diagrams for each individual business. Hours of extensions would be 11am to 10pm. Also requesting to close Canal street from Main street to Depot street to vehicular during the times of 11am to 10pm. The street department will provide saw horses, cones, signs, and barricades. These will be placed at all intersections on Canal street from Main st to Depot st. A 5ft snow fence will be used to close off each businesses extension of premises that the alcohol will be served in. ID checkpoints will be at every one of these fenced in areas and armbands will be provided to patrons that are the legal age of drinking. These checkpoints will be on the diagrams attached for each individual business. Having these checkpoints and armbands prevents any underage persons from purchasing and consuming alcohol on our premises.

Colleen Johnson 7-7-16

Sha U. Kip 7-7-16

Brend J. Kille 7-10-16

Durlys
Bar

FD check
point

Parking
lot

fence

property
line

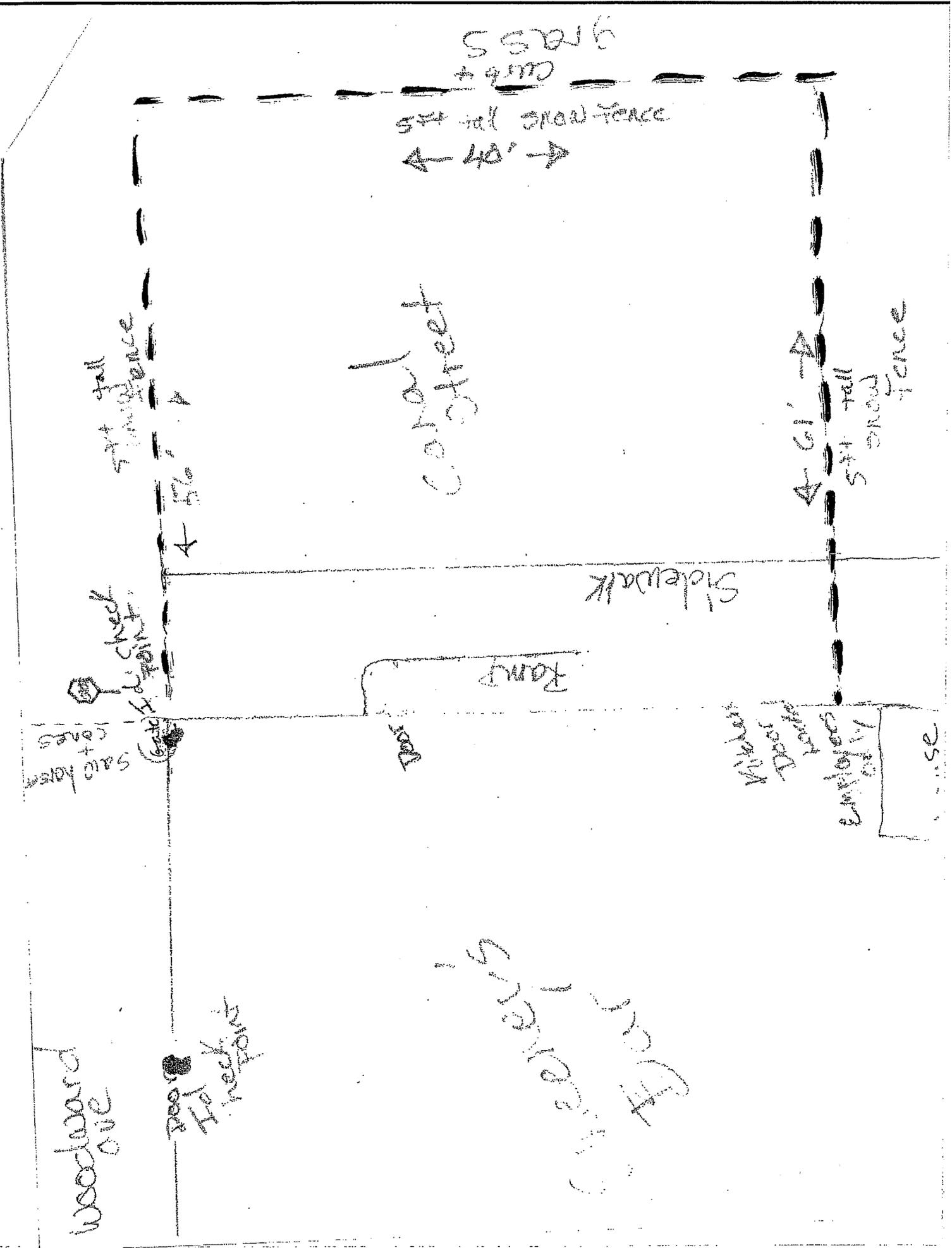
FD
check
point

canal

street

snow
fence

curb



Depot St.

CANAL ST.

25'
SNOW FENCE

(Back
GARDEN)

25'

(Entrance)

20'

(Entrance)

(Side walk)

(side walk)  Door

Door 

Weekend at Bernic's

BAR

25'



CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

Applicant Name and Address: <i>Morgan Crabbs 223 N Bridge St Chippewa Falls</i>	Applicant Phone Number: <i>715-829-4247</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:
--	---

Name of the event: <i>Inkaposooza</i>	Estimated number of persons participating: <i>50-75</i>
--	--

Date and start and end times requested for street use:
Aug 27 2016 8am-8pm

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
Harmony Courtyard

Use, described in detail, for which the street use permit is requested:
Benefit for disabled child raffles, food, music

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

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

Signature of Applicant <i>Morgan Crabbs</i>	Date <i>7-12-16</i>
--	------------------------

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
None for CFPD *No charges... No Public Works services reqd. P&E*

Requirements of Applicant:

Approved by: <i>[Signature]</i> <i>7.13.16</i>	Approved by: <i>[Signature]</i> <i>7/14/2016</i>
Signature of Chief of Police	Signature of Director of Public Works

Recommendation of Board of Public Works (if required):	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Decision of City Council (required):	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied



APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

Name of Applicant: Morgan Crabb	Address of Applicant: 223 N Bridge St Chippewa Falls																									
Name of Premises to be Licensed: Harmony Courtyard	Address of Premises:	Date(s) of Event (Class "E" Licenses only): Aug 27 2016																								
Class of License Applied for: <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <p style="text-align: center; font-size: 0.8em;">PAID CITY OF CHIPPEWA FALLS</p> <p style="text-align: center; font-size: 1.2em;">JUL 12 2016</p> <p style="text-align: center; font-size: 0.8em;">CITY TREASURER TR # 49766</p> </div>	<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; text-align: right;">\$125.00</td> </tr> <tr> <td style="padding: 2px;">Class "B" Annual</td> <td style="padding: 2px;">[]</td> <td style="padding: 2px; text-align: right;">\$80.00</td> </tr> <tr> <td style="padding: 2px;">Class "C" Annual</td> <td style="padding: 2px;">[]</td> <td style="padding: 2px; text-align: right;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Class "D" Annual</td> <td style="padding: 2px;">[]</td> <td style="padding: 2px; text-align: right;">\$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; text-align: right;">\$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; text-align: right;">\$10.00/day</td> </tr> <tr> <td style="padding: 2px;">Live Music Annual</td> <td style="padding: 2px;">[]</td> <td style="padding: 2px; text-align: right;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Juke Box</td> <td style="padding: 2px;">[]</td> <td style="padding: 2px; text-align: right;">\$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	[]	\$30.00	Juke Box	[]	\$30.00 (annual)
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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.

Morgan Crabb

 Signature of Applicant

7-12-16

 Date

Attest: Bridget Owens

 City Clerk/Deputy Clerk

Date of Council Approval: _____

License No.: _____

AN ORDINANCE AMENDING THE TIME LIMITS FOR
PARKING IN THE SEH AND CHAMBER PARKING LOTS,
§7.09 OF THE CHIPPEWA FALLS MUNICIPAL CODE

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

- 1. That §7.09(2)(b) of the Chippewa Falls Municipal Code be amended to add subsection 27. which is to provide:

7.09 PARKING RESTRICTIONS.

•••

- (2) LIMITED PARKING.

•••

- (b) Two Hour. No operator of a vehicle shall park such vehicle in the following places for longer than 2 consecutive hours between 9 a.m. and 5 p.m. each day of the week, except Sundays and legal holidays:

•••

- 27. The northern 11 stalls in the City-owned parking facility in the northeast quadrant of Bridge Street and River Street known as the Chippewa Falls Chamber of Commerce Parking Lot.

- 2. That §7.09(2)(h) 7. be deleted and that §7.09(2)(h) 10. be repealed and recreated as §7.09(2)(h) 7. to provide:

7.09 PARKING RESTRICTIONS.

•••

- (2) LIMITED PARKING.

•••

- (h) Eight-Hour Parking. No operator of a motor vehicle shall park such vehicle in the following places for longer than 8 consecutive hours each day of the week:

•••

7. All stalls, with the exception of the northern 11 stalls which have a 2 hour limitation, in the City-owned parking facility in the northeast quadrant of Bridge Street and River Street known as the Chippewa Falls Chamber of Commerce Parking Lot.

3. That §7.09(3)(b) of the Chippewa Falls Municipal Code, which presently provides as follows:

7.09 PARKING RESTRICTIONS.

•••

- (3) OVERNIGHT PARKING.

•••

- (b) Twenty-Four Hour Parking. No person shall park or leave parked any vehicle on any street in the City for more than 24 consecutive hours, except as provided below.

be amended to provide as follows:

7.09 PARKING RESTRICTIONS.

•••

- (3) OVERNIGHT PARKING.

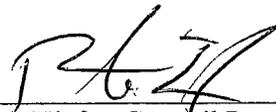
•••

- (b) Twenty-Four Hour Parking.

1. That portion of the City-owned parking facility in the northwest quadrant of Bridge Street and River Street known as the SEH Parking Lot which is adjacent to the SEH building. However, this lot shall also be signed to disallow the parking of semi-trucks.
2. No person shall park or leave parked any vehicle on any street in the City for more than 24 consecutive hours, except as provided below.

Dated this 2nd day of August, 2016.

ALDERPERSON:



Rob Kiefer, Council President

FIRST READING: July 19, 2016

SECOND READING: August 2, 2016

APPROVED: _____

Gregory S. Hoffman, Mayor

ATTEST: _____

Bridget Givens, City Clerk

**RESOLUTION CONCERNING
COMPLETION OF WILLOW CREEK SUBDIVISION PHASE III
UTILITIES AND INFRASTRUCTURE**

WHEREAS, the City of Chippewa Falls and Westwood Land Company have entered into a Developer's Agreement for the construction of Willow Creek Subdivision Phase III; and

WHEREAS, project contractor Heartland Construction has completed underground infrastructure, street signs and surface work for lots 73 – 83 and lots 91 – 97 of Willow Creek Subdivision Phase III; and

WHEREAS, said underground infrastructure and surface work on the said lots of Willow Creek Subdivision Phase III has been inspected and tested and found to be in compliance with City of Chippewa Falls standards, ordinances and specifications.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS, WISCONSIN:

That the City of Chippewa Falls declares open and accepts the infrastructure and street surface treatment for lots 73 – 83 and lots 91 – 97 of Willow Creek Subdivision Phase III.

Dated this 2nd day of August, 2016.

ADOPTED: _____

Council President

APPROVED: _____

Mayor

ATTEST: _____

City Clerk

RESOLUTION NO. 2016-36

RESOLUTION REGARDING EXEMPTION FROM LIBRARY LEVY

WHEREAS, the City of Chippewa Falls desires to be exempt from the Library portion of the General Tax Levy for Chippewa County.

NOW, THEREFORE BE IT RESOLVED, that pursuant to Wisconsin Statutes 43.64(2) the City Clerk for the City of Chippewa Falls, Wisconsin be and is authorized to execute an application for an Exemption from Library Levy and deliver the same to the County Clerk of Chippewa County, Wisconsin.

Dated at Chippewa Falls this 2nd day of August, 2016.

Council President

ADOPTED: _____

APPROVED: _____
Mayor

ATTEST: _____
City Clerk

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 July 19, 2016 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Provide design services for the Chippewa Falls Downtown Riverfront Phase 2 Project, more specifically described in the attached SEH Memorandum to City Staff dated June 16, 2016.

Client's Authorized Representative: Jayson Smith, Planner

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

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

Project Manager: Timothy M. Marko

Address: 10 North Bridge Street
Chippewa Falls, WI 54729

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

Scope: The Basic Services to be provided by Consultant:

Refer to the attached SEH Memorandum to City Staff dated June 16, 2016.

Resident Project Representative Services: RPR services will be determined and negotiated with the City after final construction documents are completed. SEH's fee for RPR services, including construction staking will be negotiated as a separate fee and added as an amendment to this Supplemental Letter Agreement.

Schedule: SEH proposes to work with City Officials and City Staff during the Summer and Fall of 2016 to develop design drawings for the Riverfront Park Phase 2 improvements and upon separate authorization (based on successful funding program), advertise and accept bids during February/March 2017. These dates may be revised based on Funding Program results/time frame.

Payment: The estimated fee is hourly including expenses and equipment, subject to a not-to-exceed amount of \$198,350.00, without approved contract amendments. The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

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

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CITY OF CHIPPEWA FALLS

By: _____
Mayor – Honorable Gregory Hoffman

Date: _____

Attest: _____
City Clerk – Bridget Givens

Date: _____

Approved as to Form:

By: _____
City Attorney – Robert A. Ferg

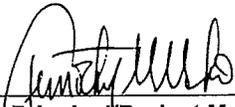
Date: _____

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.

Finance Director – Lynne R. Bauer

Date: _____

SHORT ELLIOTT HENDRICKSON INC.

By: 
Sr. Principal/Project Manager – Timothy M. Marko, P.E.

Date: 7/12/16

Exhibit A-1
to Supplemental Letter Agreement
Between City of Chippewa Falls (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated July 19, 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.

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Building a Better World
for All of Us®

MEMORANDUM

TO: Jayson Smith, City Planner, Rick Rubenzer, PE, DPW/City Engr, Utilities Manager,
Dick Hebert, Parks, Recreation and Forestry Director

FROM: Timothy M Marko, PE, Ed Freer, RLA, Gregg Calpino, LEED AP BD+C, ASLA

DATE: June 16, 2016

RE: Chippewa Falls Riverfront Park Phase 2 Development Options
SEH No. CFCIT 137097

Thank you for taking the time to meet with us and discuss the potential Phase 2 and Phase 3 elements for the Riverfront Park. In preparation for developing updated construction costs for the second phase of park development, we've prepared the following description of elements we think would have the most significant beneficial impact on the overall downtown Riverfront. As these elements would be the subject of a parallel fund raising campaign, we also suggest that several promotional illustrations be developed to help support this effort.

We recommend that the City review, discuss and provide direction to SEH as to which of the phase two elements (some or all) we should focus our attention upon. Once the scope of design elements are decided, we will develop our design (architectural, engineering, construction bid documents, including design illustrations) fees for your review. Each of these elements involves the work of numerous design disciplines as well as several specialty sub-consultants.

1. **Comfort Station, estimated construction cost: \$493,500***
Estimated SEH fees: \$47,500

This work will involve renovating the existing sewer lift station building located along River Street and transforming into an attractive, multi-purpose amenity:

- Two accessible public restrooms
- Space for park maintenance and equipment storage
- *Includes +5 percent construction cost inflation from 2015 estimate

2. **Comfort Station Related Site Work, estimated construction cost: \$150,000 ***
Estimated SEH fees: \$15,500

This work involves modifications/enhancements to the areas surrounding the existing lift station while also incorporating the comfort station addition as illustrated in the master plan including:

- Finished site grading
- Walkways, trail access, ADA access
- Truck access as a multiuse plaza
- Screening of adjacent generator, electrical equipment and lift station access area
- Landscaping
- Bike parking and lighting
- This work also includes preparation of a promotional illustration.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 10901 Red Circle Drive, Suite 300, Minnetonka, MN 55343-9302
SEH is 100% employee-owned | sehinc.com | 952.912.2600 | 800.734.6757 | 888.908.8166 fax

3. **Bay Street Entry Plaza, estimated construction cost: \$250,000***

Estimated SEH fees: \$27,500

Bay Street serves as a primary link between downtown and entrance to the riverfront park. The overall park master plan reinforces this with the following:

- Landscaped entry plaza along River Street
- Finished site grading
- Terrace and cascading stairs into the park (with retaining wall and railing)
- Sidewalk connections to the adjacent Comfort Station
- Trail connections
- Additional pedestrian lighting
- Site furniture: seating and trash receptacles
- This work also includes preparation of a promotional illustration.

4. **Performance Pavilion and Stage Facilities, estimated construction cost: \$525,000***

Estimated SEH fees: \$57,750

While Phase 1 construction establishes the necessary site contouring, seating stones, lawn and access trails, it does not provide all of the facilities necessary for conducting formal, larger-scale performances and events. This new work will complete the overall design for the civic-scale performance facility envisioned in the park master plan with the following:

- Permanent raised concrete performance stage, stairway and access ramp
- Tensile fabric architectural canopy feature with stainless steel supports and theater rigging structure
- *Includes +5 percent construction cost inflation from 2015 estimate
- This work will also include preparation of a promotional illustration.

Completion of Performance Pavilion Related Site Development, estimated construction cost: \$100,000 *

Estimated SEH fees: \$11,500

- Finished site grading
- Landscape restoration and landscaping
- High mast down- lighting and electrical infrastructure
- Upgraded electrical service and transformer

Electrical for Performance Pavilion, estimated construction cost: \$53,000*

Estimated SEH fees: \$2,000

This work includes 250 amp Main Breaker (450 LF, 4 wire + ground), 250 amp panel (weather proof enclosure, unistrut frame, plus additional 400 amp service.

5. **Fountain Plaza Expansion, estimated construction cost: \$210,000***

Estimated SEH fees: \$23,000

This park feature expands upon phase one's visual water element by extending the entry plaza and introducing a more playful, animated water experience:

- Expanded brick and colored concrete plaza paving
- Six, water jets with integrated lighting
- Expanded fountain mechanical and plumbing service
- Finished site grading, attractive surface treatment
- Landscape restoration
- This work will also include preparation of a promotional illustration.
- *Includes +5 percent construction cost inflation from 2015 estimate

6. **Picnicking Pavilions, estimated construction cost: \$27,300* (3 proposed)**

Estimated SEH fees: \$4,500

Fabric shade structures covering a picnic table set on a modest sized area of concrete pavement area with an adjacent BBQ grill.

- Concrete paving area with structural foundation to support shade structure
- Finished site grading
- Picnic table and grilling equipment
- Adjacent landscape restoration
- *Includes +5 percent construction cost inflation from 2015 estimate

7. **Memorial Bench Plaques, estimated construction cost: \$3,000 (10 – 12 @ +/- \$200 each)**

Estimated SEH fees: \$600

This work involves coordination of messages, production and installation of bronze plaques (approx. 2.5 inches x 7 inches) with memorial message cast or engraved to be mounted on 6 foot long, wood and steel benches.

Total Estimated Construction Cost: \$1,811,800

Total Estimated SEH fees: \$189,850*

Total Estimated Expenses: \$8,500**

Total Estimated SEH fees plus Expenses: \$198,350

**Does not include construction administration/observation*

***Includes mechanical, electrical, plumbing, water feature subconsultants*

Future Phase 3

The upgrades and additional programming of Allen Park will be the next phase of improvements along the riverfront. This phase of enhancements will potentially include:

- A complementary plaza on the opposite side of the Phase 1 – Entry Plaza
- Trails and landscape improvements
- Small commemorative or interpretive nodes
- Picnic Shelters
- Incorporate previous 3 – Flag parking lot flag poles into Entry Plaza
- Provide a larger park shelter structure for seasonal events, social gatherings & weddings. This shelter has the potential of generating additional revenue.

COOPERATIVE AGREEMENT

This cooperative agreement is made by and between the City of Chippewa Falls and Chippewa County for intergovernmental cooperation in accordance with § 66.0301 of the Wisconsin Statutes. The purpose of this cooperative agreement is to provide shared inspection services since there is a significant overlap on premises which are inspected by both the City and the County. The City of Chippewa Falls has a new Health Inspector for the purposes of inspecting alcohol establishments, refuse providers, and recycling providers. The County is already doing inspections of a substantial number of the same eating establishments and alcohol establishments.

The Parties hereby agree to the following:

1. TERM, RENEWAL AND TERMINATION. The initial term of this agreement shall be for one (1) year and shall commence when all parties have signed this agreement, the date of the last signature being the starting date. This agreement will automatically be extended for additional one year terms at the expiration of each term unless either party provides a written notice of termination to the other party at least sixty (60) days prior to the termination of the initial term or any renewal term thereof.
2. DUTIES AND RESPONSIBILITIES. The Chippewa Falls Health Inspector is responsible for making sure that alcohol license holders comply with applicable health standards under the Wisconsin Statutes and the Wisconsin Administrative Code. The Chippewa Falls Health Inspector is also responsible for making sure that refuse providers and recycling providers meet the necessary vehicle and health standards under the Wisconsin Statutes and the Wisconsin Administrative Code. As these services are essentially being duplicated by the parties, it is agreed that Chippewa County Public Health Department will provide those services for and on behalf the City of Chippewa Falls.
4. EMPLOYEES OF THE COUNTY. At all times in furtherance of this Agreement, any Chippewa County Public Health Department employee providing these inspection services shall be considered an employee of the County for purposes of wages, benefits, workers compensation, disability compensation, and unemployment compensation. It is understood and agreed by the parties to this Agreement that County Public Health work and commitments of the Chippewa County Public Health Department will at all times take precedence to the provision of these services for and on behalf of the City of Chippewa Falls. Whenever possible, the Chippewa County Public Health Department will provide these services to the City of Chippewa Falls during normal County Courthouse hours of operation.
5. COMPENSATION. As compensation for these services, the City of Chippewa Falls will pay to Chippewa County the sum of \$1,750.00 annually on or before the first day of August.

6. GOVERNING LAW AND JURISDICTION. Any disputes arising under this Agreement or issues of interpretation shall be governed by the laws of the State of Wisconsin and shall be heard in the Chippewa County Circuit Court.

9. INDEMNIFICATION. Chippewa County agrees to fully indemnify and hold harmless the City of Chippewa Falls from and against all claims, actions, judgments, costs, and expenses arising out of damages to a third person or their property caused by the negligence or actions of Chippewa County, their agents or employees, in the performance of this agreement. In addition, the City of Chippewa Falls agrees to fully indemnify and hold harmless Chippewa County from and against all claims, actions, judgments, costs, and expenses arising out of damages to a third person or their property caused by the negligence or actions of the City of Chippewa Falls, their agents or employees in the performance of this agreement. In the event of any action or claim that may involve the County or the City, each party agrees to notify the other of such action within 10 days of their receipt of the notice or knowledge of the same.

10. MISCELLANEOUS INTERPRETATION.

10.01 Section Titles. Section and subsection titles in this Agreement are provided for convenience only and shall not be used in interpreting this Agreement.

10.02 Interpretation. If any term, section or other portion of this Agreement is reviewed by a court, such court shall interpret this Agreement as having been jointly drafted by the City and the County.

10.03 Entire Agreement. The entire Agreement of the City and the County is contained in this Agreement and it supersedes any and all oral representations and negotiations between the municipalities.

10.04 Amendments. Any amendments to this Agreement shall be in writing and approved and signed by the signatories to this Agreement.

IN WITNESS WHEREOF, the officers below state that they authorized to execute this Agreement on behalf of their respective municipalities.

Dated: _____

City of Chippewa Falls
By: Gregory S. Hoffman, Mayor

Dated: _____

Chippewa County
By: Frank Pascarella, County Administrator