

AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, September 6, 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 August 16, 2016.

(b) Approve minutes of the Special Council Meeting of August 23, 2016.

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

4. PUBLIC HEARINGS

(a) Public Hearing regarding the Annual Outdoor Beer Garden Application filed by Hotels International, LLC, for Cobblestone Hotel, 100 N Bridge Street.

5. COMMUNICATIONS - None

6. REPORTS

(a) The Board of Public Works meeting of August 22, 2016 was cancelled due to a lack of quorum.

(b) Consider Special Board of Public Works minutes of September 6, 2016. (*minutes to be distributed prior to meeting*)

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

(a) Consider Joint Committee #1 Revenues, Disbursements, Water and Wastewater and Committee #3 Transportation, Construction, Public Safety and Traffic minutes of August 23, 2016.

(b) Consider Committee #3 Transportation, Construction, Public Safety and Traffic minutes of September 6, 2016. (*minutes to be distributed prior to meeting*)

8. APPLICATIONS

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

(b) Consider request of Steve Exner (Gordy's Market, 303 Prairie View Road) for a temporary extension of premises in relation to their current Alcohol Beverage License for an event to be held on October 2, 2016.

(c) Consider Street Use Permit Application from Jordan Van Proosdy of the Chi-Hi Student Council for the Homecoming Parade and Bonfire to be held on September 23, 2016 utilizing the streets as described on the application.

(d) Consider Street Use Permit Application from the Chippewa Falls Music Association for Music along the Chippewa on October 1, 2016 from 1:30 pm – 10:00 pm utilizing various City Streets (see attached description).

(e) Consider Street Use Permit Application from Angela Bowe for the Southview Bear Crawl 5K/1mile run/walk event to be held on October 1, 2016 on various City Streets (see attached map).

(f) Consider Street Use Permit Application from Hotels International, LLC for their Grand Opening Celebration on September 22, 2016 from 4:00 pm – 7:00 pm utilizing the alleyway adjacent to 100 N Bridge Street.

(g) Consider request of Brian Wogernese (Cobblestone Hotel & Suites) for a temporary extension of premises in relation to their current Alcohol Beverage License for an event to be held on September 22, 2016.

(h) Consider Sidewalk Use Permit Application from Hotels International, LLC to utilize the sidewalk in front of the alley between the hotel (100 N Bridge Street) and the neighboring building on September 22, 2016 for their Grand Opening Celebration. (*see recommendation of Committee #3*)

(i) Consider Annual Outdoor Beer Garden Application from Hotels International, LLC, for Cobblestone Hotel, 100 N Bridge Street.

9. PETITIONS – None

10. MAYOR ANNOUNCES APPOINTMENTS

(a) Consider appointment of Nancy Hoag as an Election Inspector for the 2016-2017 Election Cycle. Action on this appointment will take place on September 20, 2016.

11. MAYOR'S REPORT - None

12. REPORT OF OFFICERS - None

13. ORDINANCES

(a) First Reading of **Ordinance #2016-13 Entitled:** An Ordinance Creating the Chronic Nuisance Premises Code Section of the Chippewa Falls Municipal Code - §10.067 of the Chippewa Falls Municipal Code.

14. RESOLUTIONS

(a) Consider **Resolution #2016-40 Entitled:** Resolution Adopting Rates for Wastewater Treatment.

15. OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

(a) Discuss and consider bids for Pine Acre Lane reconstruction project.

(b) Discuss and consider State/Municipal Agreement for a State-Let Urbanized Area STP-Urban Project for Park Avenue (Main St. to West Terminal).

(c) Discuss and consider engineering agreement with Ayres Associates for hydro-surveying at Glen Loch Dam.

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 September 2, 2016 at 1:20 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, August 16, 2016 in the City Hall Council Chambers. Mayor Greg Hoffman called the meeting to order at 6:30 pm. The Pledge of Allegiance was recited.

CLERK CALLS THE ROLL

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

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 Lt. Dave BeBeau, Director of Chippewa Falls Main Street Teri Ouimette, Director of the Northern Wisconsin State Fair Rusty Volk, City Clerk Bridget Givens, and those on the attached sign-in sheet.

APPROVAL OF MINUTES OF PREVIOUS MEETING

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

PERSONAL APPEARANCES BY CITIZENS

(a) Rusty Volk, Executive Director of the Northern Wisconsin State Fair, appeared to provide an update on the positive changes happening at the fairgrounds, and well as changes they anticipate for the future. Attendance at the fair was up 6.23% with 90,347 people attending over the five-day period; and gross food sales have doubled since 2010.

PUBLIC HEARINGS -None

COMMUNICATIONS - None

REPORTS

(a) Motion by Olson/Monarski to approve the Board of Public Works minutes of August 8, 2016 including a correction in the minutes under Item #3 changing the wording from Chippewa Riverfront Phase II to Phase I. **Roll Call Vote: Aye – Olson, Monarski, Kiefer, King, Hull, Ford. Motion carried.**

(b) Motion by Hull/Kiefer to approve the Plan Commission minutes of August 8, 2016. **All present voting aye, motion carried.**

(c) Motion by Kiefer/Monarski to approve the Business Improvement District (BID) Board minutes of August 11, 2016. **Roll Call Vote: Aye – Kiefer, Monarski, King, Hull, Olson, Ford. Motion carried.**

COUNCIL COMMITTEE REPORTS

(a) Motion by Monarski/Hull to approve the Committee #1 Revenues, Disbursements, Water and Wastewater minutes of August 15, 2016. **Roll Call Vote: Aye – Monarski, Hull, Olson, Ford, Kiefer, King. Motion carried.**

(b) Motion by King/Kiefer to approve the Committee #3 Transportation, Construction, Public Safety and Traffic minutes of August 16, 2016. **Roll Call Vote: Aye – King, Kiefer, Hull, Ford, Monarski; No – Olson. Motion carried.**

(c) The Park Board minutes of August 9, 2016 were presented.

(d) The Library Board minutes of July 13, 2016 were presented.

APPLICATIONS

(a) Motion by King/Ford to approve the Operator (Bartender) Licenses as approved by the Police Department. Councilor Monarski pointed out an error on the bartender listing wherein Bailey Sikora was listed under two different addresses. **Motion by Monarski** to exclude Bailey Sikora. **Motion died for lack of a second. All present voting aye on the original motion, except Monarski who voted no, motion carried.**

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

APPLICATIONS (continued)

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

- (b) Street Use Permit Application from Happy Tails Dog Park for Yappy Hour to be held on September 9, 2016 from 6:00 pm – 8:30 pm (rain date of September 16, 2016) utilizing the parking lot of the Dog Park with overflow parking on the street.
- (c) Street Use Permit Application from Wendy Hutton for the Loop De Loopy Triathlon on September 10, 2016 utilizing various City Streets.
- (d) Request of Dawn Bye (Bye the Willow) for a temporary extension of premises in relation to her current Alcohol Beverage License Application for an event to be held on October 1, 2016 from 2:00 pm – 9:00 pm.
- (e) Street Use Permit Application from Dawn Bye for a Food Truck and Acoustic Event to be held on October 1, 2016 from 2:00 pm – 9:00 pm utilizing the eastern end of Willow Street adjacent to Bye the Willow.
- (f) Street Use Permit Application from Oktoberfest/Chippewa Partners for the Oktoberfest Golden Keg Procession to be held on September 16, 2016 from 12:00 pm – 1:00 pm utilizing Jefferson Avenue from the Leinie’s Lodge to the NWSF main gate.
- (g) Application for Temporary Class “B” / “Class B” Beer and Wine Retailer’s License from Oktoberfest/Chippewa Partners for Oktoberfest to be held on September 16 - 18, 2016 at the Northern Wisconsin State Fairgrounds, 225 Edward Street.
- (h) Application for Class “E” Dance and Live Music License from Oktoberfest for the Northern Wisconsin State Fairgrounds on September 16 – 18, 2016.
- (i) Application for Temporary Class “B” Beer Retailer’s License from Holy Ghost Parish for the Holy Ghost Parish Picnic to be held on September 10 – 11, 2016 at 412 S Main Street.
- (j) Application for Class “E” Dance and Live Music License from Nancy Flynn for the Holy Ghost Parish, 412 S Main Street, on September 10 – 11, 2016.
- (k) Application for Class “B” Annual Dance and Live Music License from Wayne Gazzo for the Glenloch Saloon, 1300 Jefferson Avenue.

All present voting aye, motion carried.

PETITIONS

(a) **Motion by King/Ford** to accept the petition to pave the alley in the John Murphy Subdivision bounded by Pearl, Eagle, Spruce and Mansfield Streets. **All present voting aye, motion carried.**

MAYOR ANNOUNCES APPOINTMENTS - None

MAYOR’S REPORT - None

REPORT OF OFFICERS - None

ORDINANCES

(a) Ordinance #2016-12 Entitled: An Ordinance Creating Permanent Stop Signs on Wheaton Street at Coleman Street and on Coleman Street at Wheaton Street, Stop Signs Code Section § 7.031 (1)(cp) and § 7.031 (1)(cq) of the Chippewa Falls Municipal Code was presented for a First Reading.

Motion by Kiefer/Ford to suspend the rules and give this ordinance a Second Reading. **Roll Call Vote: Aye – Kiefer, Ford, Monarski, King, Hull, Olson. Motion carried.**

Motion by Hull/Kiefer to approve Ordinance #2016-12. **Roll Call Vote: Aye – Hull, Kiefer, King, Olson, Ford, Monarski. Motion carried.**

RESOLUTIONS

(a) **Motion by Kiefer/Ford** to approve **Resolution #2016-37 Entitled:** Resolution Authorizing Blacktopping the Alley through Pearl Street to Eagle Street between Spruce Street and Mansfield Street and Levying Special Charges. **Roll Call Vote: Aye – Kiefer, Ford, Monarski, King, Hull, Olson. Motion carried.**

(b) **Motion by Kiefer/Hull** to approve **Resolution #2016-38 Entitled:** Resolution Approving a Certified Survey Map (Lots 1-3, Block #19, Allen’s Addition). **Roll Call Vote: Aye – Kiefer, Hull, Olson, Ford, Monarski, King. Motion carried.**

(c) **Motion by Kiefer/King** to approve **Resolution #2016-39 Entitled:** Borrowing Resolution Revenue Obligation Trust Fund Loan. **Roll Call Vote: Aye – Kiefer, King, Hull, Olson, Ford, Monarski. Motion carried.**

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW – None

CLAIMS

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

City General Claims:	\$1,183,530.69
Authorized/Handwritten Claims:	\$23,291.56
Department of Public Utilities:	\$493,586.76
Total of Claims Presented	<u>\$1,700,409.01</u>

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

(b) Motion by King/Ford to submit the claim submitted by Ann Shipman, 115 W South Avenue, to the insurance company. **All present voting aye, motion carried.**

CLOSED SESSION - None

ADJOURNMENT

Motion by Olson/Ford to adjourn at 7:04 pm. **All present voting aye, motion carried.**

Submitted by:
Bridget Givens, City Clerk

CITY COUNCIL ATTENDANCE SHEET - August 16, 2016

NAME	ADDRESS
Rick Flynn	304 Perry St. CF
Steve Harmon	101 N. Drake St. CF.
Heather Wilhelm-Copas	151 Amstar Drive, CF
Tom Eder	7273 123rd St. CF

MINUTES OF THE SPECIAL MEETING OF THE COMMON COUNCIL

The special meeting of the Common Council of the City of Chippewa Falls was held on Tuesday, August 23, 2016 at 4:45 PM in the City Hall Council Chambers. Mayor Greg Hoffman called the meeting to order.

CLERK CALLS THE ROLL

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

Absent: Chuck Hull

Also Present: Finance Manager/Treasurer Lynne Bauer

APPLICATIONS

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

ADJOURNMENT

(a) Motion by King/Ford, all present voting aye to adjourn. Motion carried. (4:46 PM)

Submitted by:

Julia Marshall,
Deputy City Clerk

**NOTICE OF PUBLIC HEARING
CITY OF CHIPPEWA FALLS, WISCONSIN**

PLEASE TAKE NOTICE that the Common Council of the City of Chippewa Falls, Wisconsin, will conduct a Public Hearing on **Tuesday, September 6, 2016** in the Council Chambers, Municipal Building, 30 West Central St., Chippewa Falls, Wisconsin, commencing at 6:30 P.M. regarding an Annual Outdoor Beer Garden Application filed for the following location:

**Hotels International, LLC
Cobblestone Hotel
100 N Bridge Street
Chippewa Falls**

Following the hearing, the Common Council will consider approval of the Application for an Annual Outdoor Beer Garden Application as submitted by Hotels International, LLC, a copy of which is on file and available for inspection in the City Clerk's Office.

Bridget Givens
City Clerk

PUBLISH: Wednesday, August 24, 2016
 and
 Wednesday, August 31, 2016



MINUTES
JOINT MEETING BETWEEN

Committee No. 1
Revenues, Disbursements, Water and Wastewater
and
Committee No. 3
Transportation, Construction, Public Safety and Traffic

Committee #1 - Revenues, Disbursements, Water and Wastewater and Committee #3 Transportation, Construction, Public Safety and Traffic met on Tuesday, August 23, 2016 at 4:50 PM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: Rob Kiefer, John Monarski, Brent Ford, CW King, Paul Olson.

Mayor/Other Council Members present: Mayor Hoffman.

Others present: Finance Manager/Treasurer Lynne Bauer, Fire Chief Mike Hepfler, Firefighter Greg Bowe.

Call to Order: 4:50 PM

- 1. Discuss EMS per capita rates including but not limited to the budget, revenues and expenses of the Fire and EMS Departments. Possible recommendation to the Council.**

The Committees discussed the request of Township Representatives (Eagle Point, Anson and Tilden) to reduce the proposed \$5.00 per capita increase for 2017. The current rate is \$22.18 per capita and the City's concern is whether or not this rate covers the cost of providing service to these areas. The current contract only allowed for a COLA adjustment resulting in minimal increases in the recent past. Equipment replacement is not included in the per capita fee. Other items discussed included calculating the City's per capita cost, mutual aid and intercept support to surrounding areas. The Committees will hold a meeting with township representatives in September.

No action taken.

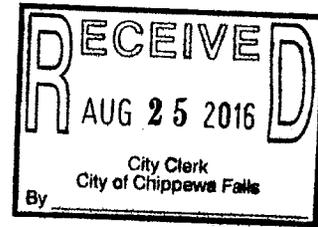
- 2. Adjournment.**

Motion by Olson/Ford to adjourn at 5:25 PM. All present voted aye. Motion carried.

**Minutes submitted by,
Lynne Bauer, Finance Manager/Treasurer**

August 23, 2016

Chippewa Falls City Clerk
30 West Central Street
Chippewa Falls, WI 54729



Dear City Clerk of Chippewa Falls,

Gordy's Market located at 303 Prairie View Road will be hosting a local event on Sunday, October 2, 2016 from 8am – 2pm to celebrate our locally grown products and vendors. The event will be hosted in the parking lot of Gordy's with vendors placed in the left section of the parking lot when facing out from the store. We would like to be able to sample 3-4 local beer and wine vendors, as well, from 11am – 2pm, with the vendors located just near the entrance of Gordy's on the sidewalk.

The beer and wine will be served by the vendors and all possess their bartending license. The vendors will be checking ID's to ensure those that are sampling are of the legal drinking age.

This is a one day event, only taking place on Sunday, October 2, 2016. We do not intend on sampling beer and wine outside of Gordy's for the remainder of 2016.

We sincerely thank you for your time and consideration.

Thank you,

Steve Exner

Gordy's Market
303 Prairie View Road
Chippewa Falls, WI 54729

Phone: 715-861-7338

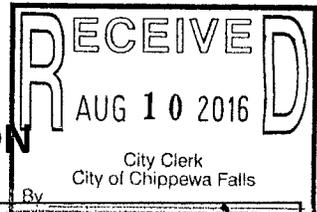
Fax: 715-861-7342

stevee@gordysinc.com

The logo for Gordy's Market. "Gordy's" is written in a large, black, cursive script font. Below it, the word "MARKET" is written in a smaller, black, sans-serif, all-caps font.



CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION



Applicant Name and Address: Jordan Van Prowsdy 735 Terrill St. Chi Hi
 Applicant Phone Number: 920-540-1721 (cell) 715-726-2406 x1148

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.
Vanprojp@chipfalls.org

Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: 735 Terrill St. Chippewa Falls, WI 54729

Name of the event: Chi Hi Student Council (Homecoming) Parade - 200 Bonfire - 600
 Estimated number of persons participating:

Date and start and end times requested for street use: Parade 4:30-5:00 (Fri, Sept. ~~23rd~~ ^{23rd}) Bonfire 9:00pm-11:00pm ^{Fri. Sept. 23rd}

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
Parade: (Chi Hi Parking Lot, Coleman, Wheaton, Miles, Terrill, Coleman) around Chi Hi
Bonfire: (Tropicana - Bel Air Streets between Middle School and McDowell)

Use, described in detail, for which the street use permit is requested:
Homecoming Parade and Bonfire/Pig Roast

City services requested for the event (e.g., Street Department or Police Department staff time):
Patrol squad on duty, Police escort (parade), Police Involvement (bonfire) for barricades

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: 08/10/16

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
2 officers from 1830-0000 hrs - (SRO + 1) \$105
Approximately \$550.00

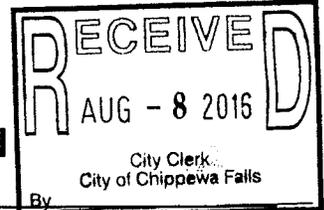
Requirements of Applicant: Pick up any barricades or traffic cones necessary for this event at the city garage located at #5 Bloor - Riverside Dr. before noon on Friday, September 23, 2016 and return on Monday, Sept. 26, 2016

Approved by: [Signature] 8-15-16 [Signature] 8/22/2016
 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



Applicant Name and Address: Chippewa Falls Music Association, Ltd., 735 Terrill St., Chippewa Falls, WI 54729	Applicant Phone Number: 715-864-9166
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<input 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. Heather Hunt, President 7739 189th St., Chippewa Falls, WI 54729 715-864-9166	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: Chippewa Falls Music Association, Ltd. 735 Terrill St. Chippewa Falls, WI 54729
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Name of the event: Music Along the Chippewa	Estimated number of persons participating: 1,000
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Date and start and end times requested for street use:
October 1, 2016 - approximately 1:30 p.m. to 10:00 p.m.

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
Please see attachment.

Use, described in detail, for which the street use permit is requested:
Barricades and cones used to route buses and traffic - 1 lane only; thru-traffic as normal.

City services requested for the event (e.g., Street Department or Police Department staff time)
Cones or barricades - some to supplement the ones the school district has.

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: *Heather Hunt, President* August 8, 2016
Date: _____

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
None from PD

Requirements of Applicant: *CFMA to pickup the needed traffic cones and barricades prior to leave on September 30, 2016 and return on Monday, October 3, 2016 to the city garage at #5 B, Park-Riverside Drive. PJR*

Approved by: *[Signature]* 8-10-16 Signature of Chief of Police
[Signature] Sept. 1, 2016 Signature of Director of Public Works

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

Attachment to City of Chippewa Falls Street Use Permit Application

Chippewa Falls Music Association, Ltd.

October 1, 2016

Accurate description of the portion of the street or streets being requested for use:

- Coleman Street between Terrill and Wheaton
- Miles Street between Terrill and Wheaton, starting at the East end of Hillcrest Elementary School to Terrill Street



CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

Applicant Name and Address: Angela Bowe 615 A St, CF	Applicant Phone Number: 715-271-3083
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<input checked="" type="checkbox"/> Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: Southview Elementary 615 A St. Chippewa Falls
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Name of the event: Southview Bear Crawl 5k/1mile	Estimated number of persons participating: 200
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Date and start and end times requested for street use:
October 1, 2016

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
see printouts attached

Use, described in detail, for which the street use permit is requested:
run/walk event (5k + 1 mile Routes)

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 Angela K Bowe	Date 8/9/16
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OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
Possibly call Angela as she is not sure if it is NO COST TO PD. Necessary or do you have any recommendations

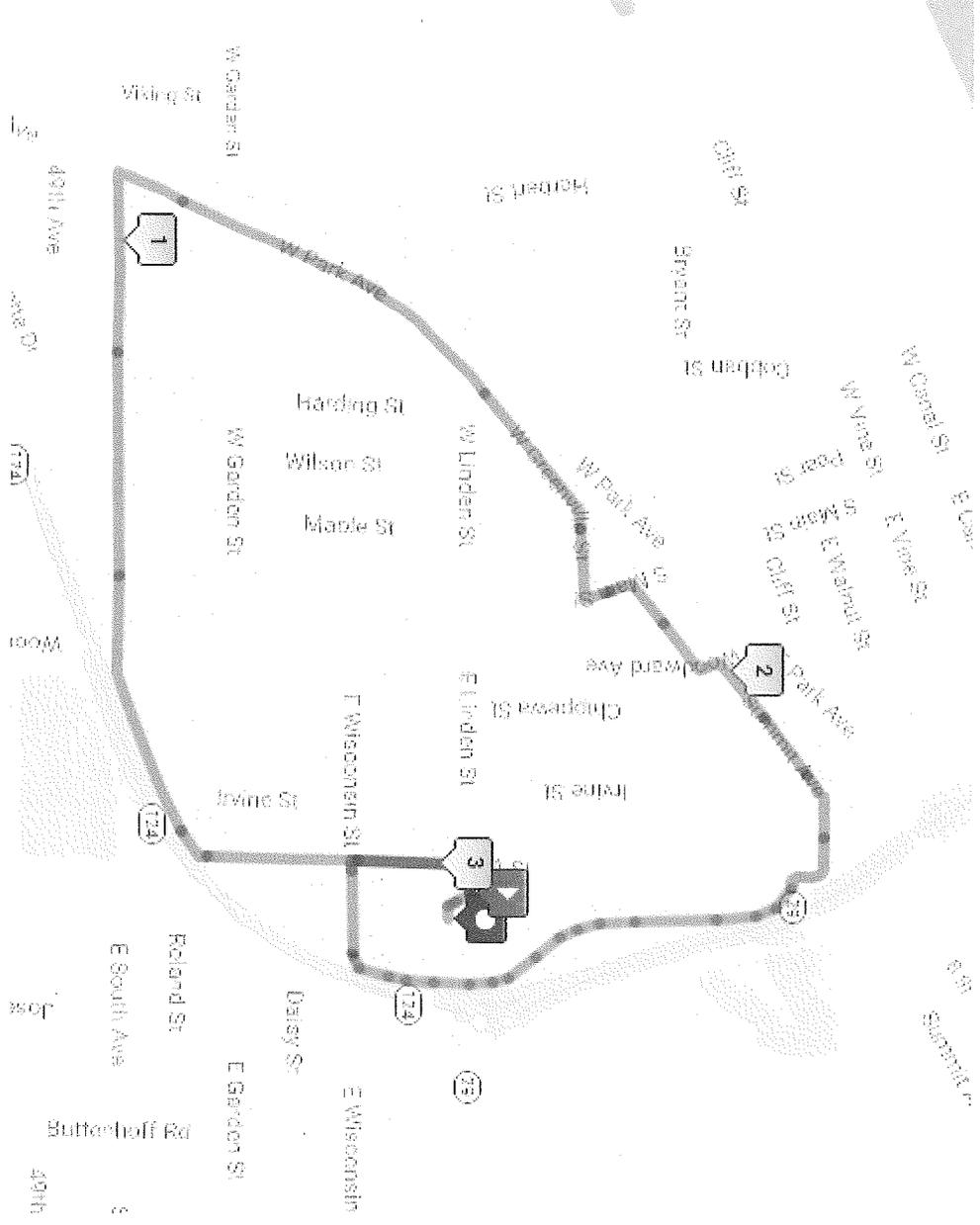
Requirements of Applicant: **Have safety patrols at South Ave / Park Ave and Park Avenue / Greenville St. during the event. Pick up any needed traffic cones or barricades at the city garage #5 Bjork - Riverside Drive prior to 1pm on Friday Sept. 30 and return on Monday Oct. 3, 2016. JFB**

Approved by: Mark J. Kel 8:30-16	Richard J. Ruben PE 9/01/2016
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Signature of Chief of Police	Signature of Director of Public Works
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Recommendation of Board of Public Works (if required): Approved Denied

Decision of City Council (required): Approved Denied





5K FUN RUN AND 1 MILE RUN/WALK

Saturday, October 1, 2016

Start & Finish at Southview Elementary, 615 A St, Chippewa Falls, WI 54729
7:30 am Registration & Packet Pick-up | 9:00 am Race

Registration Fees:

\$20 – 1 Runner 🐾 \$35 – 2 Runners 🐾 \$50 – 3+ Runners

Multiple runner registration is for runners sharing the same address.

T-Shirts guaranteed for registrations received by 9/2/2016

Register online at www.southview-bear-crawl.eventbrite.com

All 2016 Bear Crawl proceeds will help fund the purchase of an inclusive playground so children of all ages, cognitive levels and abilities can play equally and break down barriers during playtime.

This looks like fun – but what is my registration fee funding?

By participating in the Bear Crawl, you will help fund a new barrier-free playground at Southview – the first of its kind in the Chippewa Falls School District.

Great! But what's a barrier-free playground?

This unique playground includes ramps to allow access to play structures for all students and a poured rubber ground surface. The playground would also enhance children's ability to enjoy challenges at their own developmental levels.

That sounds nice – but what's wrong with the current playground?

Great question! Our current playground provides many of our students with opportunities to explore; however, it is not accessible to every student. There is currently only one area of our playground where students with special needs are able to participate in play with their peers – the swing set. And wouldn't it be great for all students to play together, in all areas of their playground?

Count me in! Can I come play, too?

Absolutely! This playground isn't only for Southview Elementary students during the school year. It is for the community and anyone can use it. Now get your shoes – it's time to Bear Crawl!

For questions or to make donations, contact the Southview PTO.

Angela, EMAIL: SouthviewBearCrawl@gmail.com PHONE: 715-271-3083

Connect with us!

Facebook: Southview Bear Crawl Instagram: @Southview_Bear_Crawl #SouthviewBears



CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

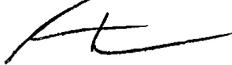
Applicant Name and Address: <i>Hotels International LLC</i>		Applicant Phone Number: <i>920.237.0233 x104</i> <i>unlaper</i>
<input type="checkbox"/> Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual. <i>Brian Wogman</i> <i>980 American Dr</i> <i>Neesah, WI 54956</i>	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: <i>Hotels International</i> <i>100 N Bridge St.</i> <i>Chippewa Falls, WI 54729</i>	
Name of the event: <i>Grand Opening Celebration</i>	Estimated number of persons participating: <i>200</i>	
Date and start and end times requested for street use: <i>September 22, 2010 4-7</i>		
Accurate description of the portion of the street or streets being requested for use (attach maps if necessary): <i>100 N Bridge St unford and alleyway closed off</i>		
Use, described in detail, for which the street use permit is requested: <i>We are having an opening celebration + need tent placement</i>		
City services requested for the event (e.g., Street Department or Police Department staff time) <i>none</i>		
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>[Signature]</i>		Date <i>8/22/10</i>
OFFICIAL USE ONLY		
Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works): <i>None from CFPP #105</i>		
Requirements of Applicant: <i>Pick up any necessary traffic cones or barricades at the city garage at #5 Burk-Riverside Drive early in the day on Sept. 22 and return on Sept. 23.</i> <i>[Signature]</i>		
Approved by: <i>[Signature]</i>	<i>[Signature]</i> Accepted by: <i>[Signature]</i> PE 8/22/2010	
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

August 12, 2016

To Whom it May Concern,

We will be holding our Grand Opening Celebration on the 22nd of September 2016 at the Cobblestone Hotel and Suites. We are hoping for around 200 people in attendance. Because weather is always a concern with having outdoor activities, we are planning a tent and are wanting to place the tent on the side of the hotel in the alley between the neighboring building. What we are requesting is a temporary extension of the licensed premises for the Grand Opening event to allow alcohol consumption outside of our licensed establishment. We will be IDing anyone that will be drinking alcohol to watch for minors. This is a by invite only party – not something that anyone off the street can attend. Because of where the tent will be, it will be blocked by the two buildings with only an entrance on the parking lot side of the tent and the street side of the tent. We appreciate your consideration on this temporary extension.

Sincerely

A handwritten signature in black ink, appearing to be 'BW', written over a horizontal line.

Brian Wogernese



SIDEWALK USE PERMIT APPLICATION

Name Of Applicant: HOTEL INTERNATIONAL	Address Of Applicant: 100 N Bridge St Chippewa Falls, WI 54729
Telephone Number: 715.720.0355 call 920, 237 0233 until open 1104	Date And Length Of Time Requested For Use Of Sidewalk: September 22, 2010 4-7pm
Description Of The Portion Of Sidewalk To Be Used: the sidewalk coming out of the alley in between the hotel + the neighboring building	
Describe In Detail The Purpose For Which the Sidewalk Will Be Used: Grand opening celebration of the new hotel + restaurant want on main st + to connect to our patio for restaurant.	

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.

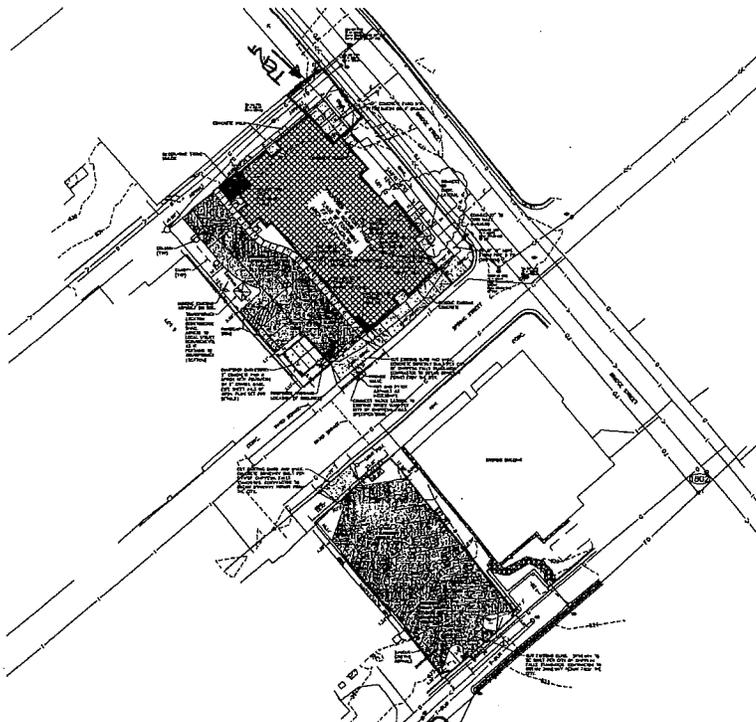
~~Bond Certificate and sketch of area to be used must be attached.~~

Signature of Business Owner

Date Signed

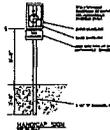
8/12/10

Date of Council Approval



SITE INFORMATION:
 PROPERTY AREA: AREA - SECT 27, (2nd ADJ.)
 ZONING DISTRICT: CD - COMMERCIAL
 PROVIDED NAME: CD - COMMERCIAL
 PROPOSED USE: HOTEL
 PROPOSED BUILDING HEIGHT: 11' (MAX HEIGHT ALLOWED BY)
 BUILDING EQUIPMENT CLASSIFICATION - M
 CLASS OF BUILDING CONSTRUCTION - II

STANDARD PAVING OPTIONS:
 1) 4 INCHES ASPHALT OR CONCRETE OVER 8 INCHES CRUSHED AGGREGATE BASE.
 2) 3 INCHES REINFORCED CONCRETE PAVEMENT OVER 4" OF AGGREGATE BASE.
 *CONCRETE BASE COURSE SHALL CONFORM TO THE REQUIREMENTS OF SECTION 030 OF THE STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION.



UTILITY NOTE:
 ALL UTILITIES SHALL BE INSTALLED WITH PLASTIC COATED
 18 INCH DIA. OR 14 INCH DIA. RIGID PIPE. ALL UTILITIES
 SHALL BE INSTALLED WITH PLASTIC COATED 18 INCH DIA. RIGID PIPE.
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 ALL UTILITIES SHALL BE INSTALLED WITH PLASTIC COATED 18 INCH DIA. RIGID PIPE.

**SITE PLAN AND
 UTILITY PLAN**



OWNER:
 BIRNBAUM BUILDERS, LLC
 1000 W. WASHINGTON
 CHICAGO, IL 60604

PROJECT:
 COMMERCE HOTEL AND SUITES
 CHICAGO, ILLINOIS

SHEET ISSUE:
 SHEET NO. C1.0
 DATE: 04/15/2019
 BY: J. J. JONES
 CHECKED: J. J. JONES

JOB NUMBER:
 15142-00
PROJECT:
 C1.0



ANNUAL OUTDOOR BEER GARDEN APPLICATION

Renewal

New Applicant

Name of Applicant: Hotels International		Address of Applicant: 100 N Bridge St Chippewa Falls, WI 54729	
Telephone Number (Applicant): 920.237.0233	Trade Name: Cubbwotone Hotel & Suites	Telephone Number (Premises): 920.720.0355	
Address/Description of Premises: 100 N Bridge St Chippewa Falls, WI 54729 Patio area off of restaurant			
Owner of Premises: (If applicant does not own premises, require proof of knowledge/approval of owner) Hotels International.			

REQUIRED INFORMATION: A scaled plan indicating property boundaries, buildings, driveways, parking spaces and beer garden area must be submitted for review. Please include other pertinent information such as fencing type and height, gates, illumination, etc. **Plan not required for renewals that do not involve changes.**

PAID
CITY OF CHIPPEWA FALLS
JUL 05 2016
CITY TREASURER
TR # 49113

Inspection and Approval:

Police Department

[Signature]

Approved Denied

Inspection Department

[Signature]

Approved Denied

Fire Department

[Signature]

Approved Denied

Date of Council Approval

Approved Denied



Minutes
Committee #3

Transportation, Construction, Public Safety and Traffic

Committee #3 met Monday, April 18, 2016 at 3:30 pm in the City Hall Council Chambers, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: Paul Olson, CW King, and Brent Ford

Council Members present: John Monarski, Paul Nadreau, Mayor Hoffman

Others present: Police Lt. Brian Micolichek; City Clerk Bridget Givens; Tourism Director Jackie Boos; and Mike, Connie, and Dan Olson of Micon Cinemas, Inc.

The meeting was called to order at 3:30 pm.

- 1. Discuss and 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. Possible recommendations to Council.**

Motion by Ford/Olson to recommend Council approve the 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. **All present voting aye, motion carried.**

- 2. Discuss and consider variance request from Hotels International, LLC (Cobblestone Hotel) of Code Section, §12.03 (6) of the Chippewa Falls Municipal Code relative to Outdoor Beer Gardens. Possible recommendations to Council.**

Cobblestone Hotel submitted a variance request relative to the City's Outdoor Beer Garden ordinance, asking for 5' high fencing as opposed to 8' high fencing. Lt. Micolichek advised the Committee that he felt this request was different than a bar due to the fact that the primary focus is not the sale of alcohol; it is not a typical bar setting.

Councilor Olson was concerned we may get feedback from others that were required to comply with the fencing requirements. The history of the Outdoor Beer Garden ordinance was discussed, and it was noted the ordinance was put in place when the statewide smoking ban was passed. There was discussion by the Committee that they may want to amend the Outdoor Beer Garden ordinance in the future to allow more flexibility for those establishments where the sale of food is the predominant activity as opposed to the sale of alcohol.

Motion by Ford/Olson to recommend Council approve the variance request from Hotels International, LLC (Cobblestone Hotel) of Code Section, §12.03 (6) of the Chippewa Falls Municipal Code relative to Outdoor Beer Gardens approving a fence height of 5' as opposed to 8'. **All present voting aye, except King who voted nay, motion carried.**

- 3. Discuss and consider Original Alcohol Beverage Retail License Application of Micon Cinemas, Inc. for a Class "B" Beer license for Micon Cinemas, 475 Chippewa Mall Drive. Possible recommendations to Council.**

Dan Olson of Micon Cinemas, Inc. addressed the Committee indicating they are attempting to offer something new for their customers by providing for the sale of appetizers and beer at the theatre.

Discussion was had regarding the safety measures that would be put in place to ensure alcohol was not provided to those who are underage. The following measures were noted:

- Infrared cameras will be installed in all theatres to monitor activity;
- Those 21 and over will receive a wristband;
- Alcoholic beverages taken out of the bar area will be poured into clear cups (no glass or aluminum will be allowed to leave the bar area);
- Licensed bartenders will be utilized and be trained to watch for over-intoxication;
- Only staff that is 18 or older will be authorized to work in the bar area;
- Ushers will periodically monitor activity; and
- Bar service will stop 45 minutes prior to the end of the final movie.

Councilor Ford indicated he had done research and many communities have theatres that are selling alcohol. The Olson's have also been operating the Downtown Budget Cinema in Eau Claire serving beer and wine; there have not been any issues.

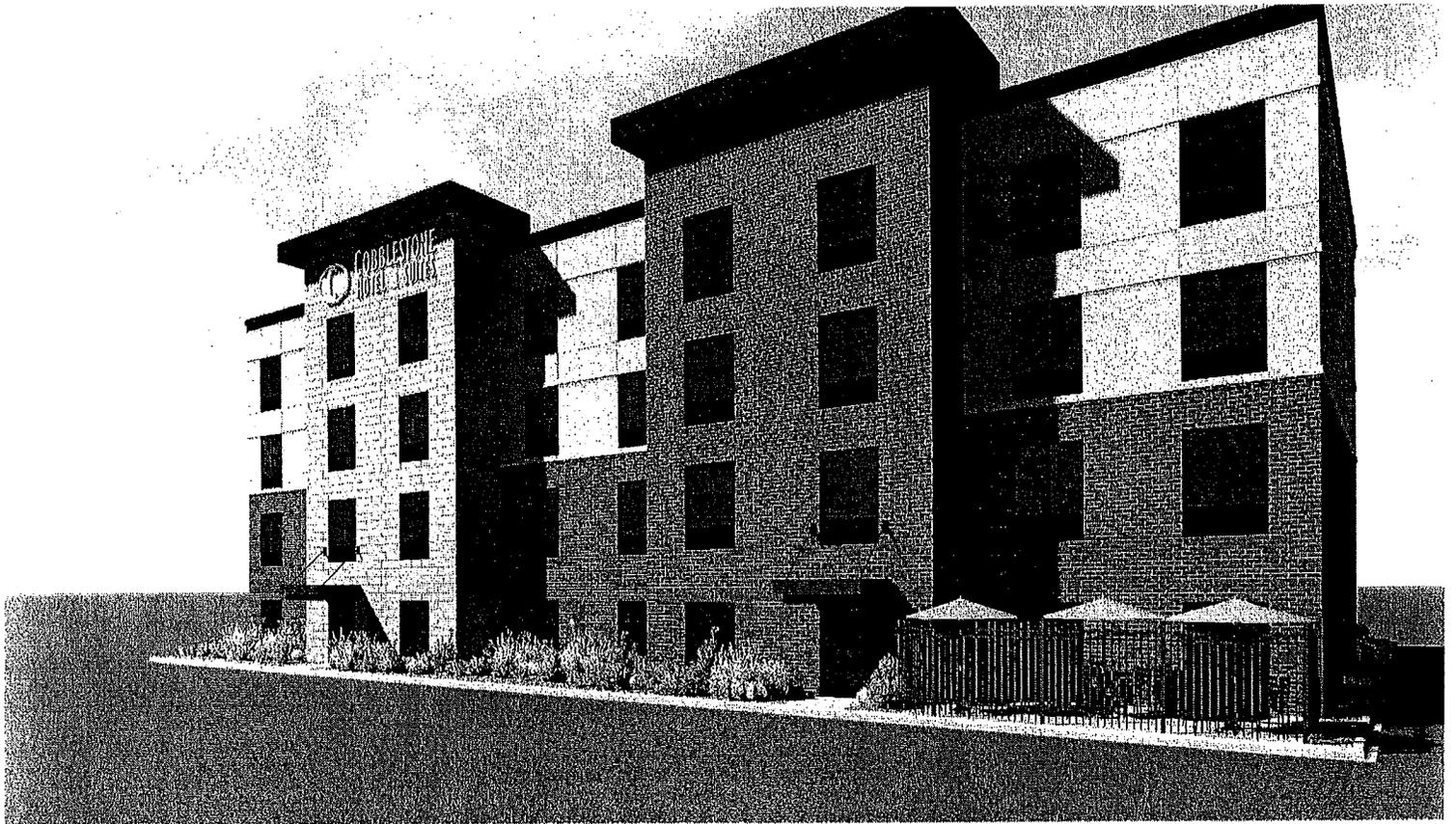
Connie Olson also noted that a majority of people may have a drink or two and attend the movie. Most people will not want to get up to leave the movie to get another drink, or to use the restroom. Lt. Micolichek approved the idea once he spoke with the agent and heard what types of safety measures would be put in place. He further noted that complaints of underage drinking ultimately would fall back on the licensee and would therefore be self-correcting.

Motion by Ford/Olson to recommend Council approve the Original Alcohol Beverage Retail License Application of Micon Cinemas, Inc. for a Class "B" Beer license for Micon Cinemas, 475 Chippewa Mall Drive. **All present voting aye, except King who voted nay, motion carried.**

4. Adjournment

Motion by Ford/King to adjourn at 4:21 pm. **All present voting aye, motion carried.**

Minutes submitted by:
Paul Olson, Chair



AN ORDINANCE CREATING THE CHRONIC
NUISANCE PREMISES CODE SECTION
OF THE CHIPPEWA FALLS MUNICIPAL
CODE - § 10.067 OF THE CHIPPEWA FALLS
MUNICIPAL CODE

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

1. That § 10.067 of the Chippewa Falls Municipal Code be created establishing and regulating chronic nuisance premises and which shall provide as follows:

10.067 CHRONIC NUISANCE PREMISES

(1) PURPOSE AND INTENT. The purpose and intent of this section is to eliminate illegal activities and place responsibility on owners of premises to patrol and eliminate illegal activities in, around and near the owner's premises which the owner acquiesces in letting take place and encourages to take place through such acquiescence and inaction and refusal to cooperate with lawful authorities in discouraging and eliminating such illegal activities.

(2) DEFINITIONS. For the purpose of this section the following definitions shall be applicable:

(a) "Chief" means the Chippewa Falls Police Chief or his or her designee.

(b) "Enforcement action" means an arrest, the issuance of a citation, or the issuance of a written or verbal warning.

(c) "Nuisance activity" means any of the following activities, behaviors, or conduct occurring on a premise or within 30 feet of a premise:

1. An act of harassment, as defined in § 947.013, Wis. Stats.
2. Disorderly conduct, as defined in § 947.01, Wis. Stats., or 9.05 of the Chippewa Falls Municipal Code.
3. Battery, substantial battery, or aggravated battery, as defined in § 940.19, Wis. Stats.
4. Lewd and lascivious behavior as defined in § 944.20, Wis. Stats.
5. Theft, as defined in § 943.20, Wis. Stats.
6. Receiving stolen property, as defined in § 943.34, Wis. Stats.

7. Possession, manufacture, or delivery of a controlled substance, or related offenses, as defined in Chapter 961, Wis. Stats., or §§ 9.44 and 9.45 of the Chippewa Falls Municipal Code.
8. Gambling, as defined in § 945.02, Wis. Stats.
9. Animal violations, as defined in § 12.11 of the Chippewa Falls Municipal Code.
10. Trespass, as defined in §§ 943.13 and 943.14, Wis. Stats., or § 9.26 of the Chippewa Falls Municipal Code.
11. Missiles violations, as defined in § 9.02 of the Chippewa Falls Municipal Code.
12. Noise violations, as defined in § 9.07 of the Chippewa Falls Municipal Code.
13. Alcohol violations, as defined in § 125.07, Wis. Stats., or Chapter 12 of the Chippewa Falls Municipal Code.
14. Obstructing or resisting an officer, as defined in § 946.41, Wis. Stats., or § 9.09 of the Chippewa Falls Municipal Code.
15. Loitering, as defined in § 9.12 of the Chippewa Falls Municipal Code.
16. Littering, as defined in § 9.17 of the Chippewa Falls Municipal Code.
17. City of Chippewa Falls inspection-related calls where the Police Department or Fire Department responds.
18. Being a party to, or any conspiracy to commit, as defined in § 939.31, Wis. Stats., or any attempt to commit, as defined in § 939.32, Wis. Stats., any of the activities, behaviors, or conduct enumerated in this subsection.

(d) "Owner" means the owner of the premises and his or her agents.

(e) "Premises" means an individual dwelling unit, an apartment building (all units included as one premise), or an individual business premise and associated common areas and areas of public access to the same within 30 feet.

(3) NOTICE. Whenever the Chief determines that three or more nuisance activities resulting in enforcement action have occurred at a premise during a 12-month period, the Chief will notify the premises owner in writing. In calculating the requisite nuisance activities, separate qualifying nuisance incidents resulting in enforcement action occurring on the same day (as long as they are distinct in time) or different days may be counted. Nuisance activities that were reported by the owner of the premises will not be counted as qualifying nuisance incidents. The notice shall contain the street address or legal description sufficient to identify the premises, a description of the nuisance activities that have occurred at the premises, a statement indicating that the cost of future enforcement may be assessed as a special charge against the premises, and a notice as to the appeal rights of the owner. The notice shall be delivered pursuant to subsection (7).

(4) ABATEMENT PLAN. Any owner receiving notice pursuant to subsection (3) shall meet with the Chief within ten days of receipt of such notice. The parties shall review the problems occurring at the property. Within twenty days of this meeting, the owner shall submit to the Chief, or his/her designee, an abatement plan to end the nuisance activity on the property or premises. The plan shall also specify a name, address, and telephone number of a person living within 60 miles of the property who can be contacted in the event of further police, fire, or inspection contact.

(5) ADDITIONAL NUISANCE ACTIVITY. Whenever the Chief determines that additional nuisance activity has occurred at a premise(s) for which notice has been issued pursuant to subsection (3), that this nuisance activity has occurred not less than 15 days after notice has been issued, and that reasonable efforts have not been made to abate the nuisance activity, the Chief may calculate the cost of police response and enforcement for this and any subsequent nuisance activities and cause such charges and administrative costs to be assessed and collected as a special charge and tax against the property. In lieu thereof, the owner may have cameras installed at the owner's expense to properly monitor the premises and the recordings shall be kept for at least 7 days and be available to the Police Department upon request for review and viewing by the Police Department.

(6) APPEAL. Appeal of any determination of the Chief under this section may be submitted to Committee No. 3 of the Chippewa Falls Common Council for review and consideration by Committee No. 3 as Committee No. 3 deems appropriate and just under the circumstances. Chapter 68, Wis. Stats., shall not apply to any such appeal.

(7) SERVICE OF NOTICE TO ABATE. There shall be attempted personal service of the Notice described in subsection (3) on the owner, agent of the owner, occupant or other person causing, maintaining or permitting the nuisance at such person's last-known address. If this attempt is unsuccessful or impractical, the notice shall be posted in a conspicuous place in or about the premises where the nuisance exists and a copy sent by first class mail to the last known address of the owner or agent of the owner, or other applicable person.

Dated this _____ day of _____, 2016.

Rob Kiefer, Council President

FIRST READING: _____

SECOND READING: _____

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

RESOLUTION ADOPTING RATES FOR WASTEWATER TREATMENT

BE IT RESOLVED, that the Common Council of the City of Chippewa Falls, Wisconsin, hereby adopts the following schedule of rates for wastewater treatment as provided in chapter 13.25 of the Municipal Code of the City of Chippewa Falls:

A. Quarterly user charge for accounting and collecting accounts of \$17.01.

B. User charge for pumping and treating domestic wastewater of \$2.75 per 100 cubic feet.

C. Surcharge for wastewater with BOD, suspended solids, phosphorous and copper average concentration which exceeds the base amount as follows:

- (1) \$0.31 per pound of BOD greater than 250 mg/l.
- (2) \$0.34 per pound of suspended solids greater than 250 mg/l.
- (3) \$4.14 per pound of phosphorous greater than 10 mg/l.
- (4) \$17.77 per pound of copper greater than 150 ug/l.

BE IT FURTHER RESOLVED, that wastewater utility customers residing outside the corporate limits of the City of Chippewa Falls shall be billed at the regular rates for service plus a 10 percent surcharge.

BE IT FURTHER RESOLVED, that when bills for wastewater service are rendered, they become due and payable on the first of the month following the period for which service is rendered.

A late payment charge of 1 percent per month will be added to bills not paid within 20 days of issuance. This late payment charge will be applied to the total unpaid balance for utility service, including unpaid late payment charges. The late payment charge is applicable to all customers.

BE IT FURTHER RESOLVED, that the Department of Public Utilities shall notify wastewater customers of the Wastewater rates with the first bill issued at the new rates.

User charge for disposal of liquid waste by septic tank haulers be set as follows:

- (1) Holding Tank Wastes:
 - First 1,000 gallons - \$ 7.48
 - All Additional over 1,000 gal. - 0.75 per 100
 - Minimum charge of \$20.00

- (2) Portable Toilet Wastes:
 - First 1,000 gallons - \$54.62
 - All Additional over 1,000 gal. - 5.46 per 100

- (3) Septic Tank Wastes:
 - First 1,000 gallons - \$66.85
 - All Additional over 1,000 gal. - 6.68 per 100

BE IT FURTHER RESOLVED, that this resolution replaces Resolution 2010-24, adopted November 2, 2010.

BE IT FURTHER RESOLVED that this resolution shall become effective on October 1, 2016.

Dated this 6th day of September, 2016.

Council President

ADOPTED: _____

APPROVED: _____
Mayor

ATTEST: _____
City Clerk

Project: Pine Acre Lane/Pine Needle Dr - Street and Utility Improvement Project
Limits: Various

Bid Tab Summary

Item No.	Item	Unit	Est. Quantity	Haas Sons Inc		A-1 Excavating Inc		Olynick Inc.		McCabe Construction	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
201.0105	CLEARING	STA	2.5	\$200.00	\$500.00	\$400.00	\$1,000.00	\$300.00	\$750.00	\$1,000.00	\$2,500.00
201.0205	GRUBBING	STA	2.5	\$200.00	\$500.00	\$400.00	\$1,000.00	\$250.00	\$625.00	\$1,000.00	\$2,500.00
204.0100	REMOVING PAVEMENT	SF	290	\$1.00	\$290.00	\$1.00	\$290.00	\$1.25	\$362.50	\$0.50	\$145.00
204.0150	REMOVING CURB AND GUTTER	LF	280	\$2.50	\$700.00	\$3.00	\$840.00	\$3.00	\$840.00	\$2.00	\$560.00
204.0155	REMOVING CONCRETE SIDEWALK	SF	12	\$3.00	\$36.00	\$10.00	\$120.00	\$20.00	\$240.00	\$0.50	\$6.00
204.0210	REMOVING MANHOLES	EACH	2	\$200.00	\$400.00	\$350.00	\$700.00	\$650.00	\$1,300.00	\$335.00	\$670.00
204.0220	REMOVING INLETS	EACH	1	\$100.00	\$100.00	\$300.00	\$300.00	\$450.00	\$450.00	\$221.00	\$221.00
204.0245	REMOVING STORM SEWER	LF	179	\$8.00	\$1,432.00	\$8.00	\$1,432.00	\$16.00	\$2,864.00	\$15.00	\$2,685.00
205.0100	EXCAVATION COMMON	CY	1696	\$5.00	\$8,480.00	\$7.00	\$11,872.00	\$6.50	\$11,024.00	\$16.00	\$27,136.00
305.0110	BASE AGGREGATE DENSE 3/4-INCH	TON	45	\$30.00	\$1,350.00	\$25.00	\$1,125.00	\$9.00	\$405.00	\$18.00	\$810.00
305.0125	BASE AGGREGATE 1 1/4-INCH	CY	762	\$17.80	\$13,563.60	\$21.00	\$16,002.00	\$14.70	\$11,201.40	\$23.00	\$17,526.00
416.0170	CONCRETE DRIVEWAY 7-INCH	SF	726	\$5.75	\$4,174.50	\$6.00	\$4,356.00	\$5.75	\$4,174.50	\$5.75	\$4,174.50
460.1101	HMA PAVEMENT, TYPE E-1.0	TON	416	\$67.23	\$27,967.68	\$61.50	\$25,584.00	\$67.25	\$27,976.00	\$67.25	\$27,976.00
520.1012	APRON END WALL 12-INCH	EACH	2	\$155.00	\$310.00	\$270.00	\$540.00	\$115.00	\$230.00	\$175.00	\$350.00
520.1018	APRON END WALL 18-INCH	EACH	2	\$185.00	\$370.00	\$210.00	\$420.00	\$145.00	\$290.00	\$200.00	\$400.00
520.1024	APRON END WALL 24-INCH	EACH	1	\$330.00	\$330.00	\$370.00	\$370.00	\$245.00	\$245.00	\$315.00	\$315.00
601.0411	CONCRETE CURB AND GUTTER 30-INCH TYPE D	LF	564	\$16.00	\$9,024.00	\$17.00	\$9,588.00	\$16.00	\$9,024.00	\$16.00	\$9,024.00
608.3012	STORM SEWER, 12-INCH	LF	339	\$25.00	\$8,475.00	\$29.00	\$9,831.00	\$22.50	\$7,627.50	\$35.00	\$11,865.00
608.3018	STORM SEWER, 18-INCH	LF	10	\$30.00	\$300.00	\$51.00	\$510.00	\$40.00	\$400.00	\$50.00	\$500.00
608.3024	STORM SEWER, 24-INCH	LF	28	\$35.00	\$980.00	\$48.00	\$1,344.00	\$40.00	\$1,120.00	\$60.00	\$1,680.00
609.0124	RELAID STORM SEWER 24-INCH	LF	10	\$30.00	\$300.00	\$70.00	\$700.00	\$100.00	\$1,000.00	\$50.00	\$500.00
611.0530	MANHOLE COVERS TYPE I STORM	EACH	1	\$500.00	\$500.00	\$570.00	\$570.00	\$410.00	\$410.00	\$600.00	\$600.00
611.0624	INLET COVERS TYPE H	EACH	3	\$400.00	\$1,200.00	\$670.00	\$2,010.00	\$750.00	\$2,250.00	\$600.00	\$1,800.00
611.1230	CATCH BASINS 2x3-FT	EACH	3	\$715.00	\$2,145.00	\$1,400.00	\$4,200.00	\$1,050.00	\$3,150.00	\$1,230.00	\$3,690.00
611.2005	MANHOLES 5-FT DIA STORM	EACH	1	\$2,175.00	\$2,175.00	\$2,000.00	\$2,000.00	\$2,650.00	\$2,650.00	\$3,660.00	\$3,660.00
628.2023	EROSION MAT CLASS II TYPE B	SY	595	\$1.65	\$981.75	\$1.50	\$892.50	\$1.65	\$981.75	\$1.65	\$981.75
628.7015	INLET PROTECTION TYPE C	EACH	5	\$40.00	\$200.00	\$100.00	\$500.00	\$65.00	\$325.00	\$55.00	\$275.00
628.7504	TEMPORARY DITCH CHECK	LF	110	\$8.15	\$896.50	\$6.00	\$660.00	\$8.15	\$896.50	\$8.15	\$896.50
638.2102	MOVING SIGNS TYPE II	EACH	6	\$75.00	\$450.00	\$75.00	\$450.00	\$130.00	\$780.00	\$175.00	\$1,050.00
643.0100	TRAFFIC CONTROL PROJECT	EACH	1	\$250.00	\$250.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
690.0150	SAWING ASPHALT	LF	138	\$2.00	\$276.00	\$2.00	\$276.00	\$4.00	\$552.00	\$2.50	\$345.00
1256.0060	MANHOLE COVERS TYPE I SANITARY	EACH	1	\$500.00	\$500.00	\$570.00	\$570.00	\$410.00	\$410.00	\$600.00	\$600.00
1256.0063	RECONSTRUCTING MANHOLE SANITARY	EACH	1	\$700.00	\$700.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,400.00	\$1,400.00
1257.0131	INSULATION 2-INCH	SF	588	\$7.75	\$4,557.00	\$5.50	\$3,234.00	\$2.50	\$1,470.00	\$6.60	\$3,880.80
1257.0162	GATE VALVE BOX	EACH	2	\$400.00	\$800.00	\$320.00	\$640.00	\$400.00	\$800.00	\$300.00	\$600.00
1611.1000	CONNECT TO EX STORM SEWER	EACH	3	\$350.00	\$1,050.00	\$600.00	\$1,800.00	\$500.00	\$1,500.00	\$670.00	\$2,010.00
1611.1003	BACKFLOW PREVENTER/FLAP GATE 12-INCH	EACH	1	\$275.00	\$275.00	\$500.00	\$500.00	\$250.00	\$250.00	\$315.00	\$315.00
1630.1000	TURF ESTABLISHMENT	SY	3290	\$3.60	\$11,844.00	\$2.50	\$8,225.00	\$1.96	\$6,448.40	\$1.50	\$4,935.00
1630.1010	MAINTENANCE OF TRAFFIC	LMP	1	\$250.00	\$250.00	\$0.01	\$0.01	\$9,500.00	\$9,500.00	\$250.00	\$250.00

Haas Sons Inc

\$108,633.03

A-1 Excavating Inc

\$119,951.51

Olynick Inc.

\$121,022.55

McCabe Construction

\$140,332.55



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET URBANIZED
AREA STP-URBAN PROJECT**

Program Name: STP-Urban

Population Group: 50,000 – 200k

Sub-program #: 206

Date: July 25, 2016

I.D.: 8996-01-00/01

Road Name: C of Chippewa Falls, Park Avenue

Limits: Main Street - Termini

County: Chippewa

Roadway Length: 0.75 mile

Functional Classification: Minor Arterial

Project Sponsor: City of Chippewa Falls

Urbanized Area: Eau Claire MPO

The signatory, City of Chippewa Falls, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing facility is a two-lane rural cross section with combination pavement. Lane width is 15 feet. Pavement is 3.-5 inch asphalt over 9 inches of concrete. It has a pavement rating of 4-5. Pavement is cracking, raveling, rutting, and has transverse and longitudinal cracking. It was last improved in 1976-1977. Shoulders are 5 feet wide and asphalt. There are existing bicycle/pedestrian accommodations. There is standard lighting. There is a railroad facility within 1000 feet of the project limits, running parallel to the roadway.

Proposed Improvement - Nature of work: The proposed improvement will be an urban cross section reconstruction of 2960 feet. Grading work will be minimal. Pavement type will be hot mix asphalt and will be 24 feet wide with combination shoulders of curb and gutter, three feet in width. The storm sewer will have localized upgrades to correct improper drainage on both sides of the roadway. Estimated storm sewer work will be 1200 feet of 15 inch diameter lateral storm sewer lines. No work is anticipated on the railroad crossing as part of this project. Some additional right-of-way will be required for temporary interests and will be less than ½ an acre. There will be an adjacent 10-foot shared use path for bicycle/pedestrian accommodations.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: **Sanitary Sewer will be upgraded and will be 100% locally funded.**

The Municipality agrees to the following 2015-2020 Urbanized Area STP-Urban project funding conditions:

Project design costs are funded with 80% federal funding up to a maximum of \$160,000 for all federally-funded project phases when the municipality agrees to provide the remaining 20% and all funds in excess of the \$160,000 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Project construction costs are funded with 65.09% federal funding up to a maximum of \$893,000 for all federally-funded project phases when the municipality agrees to provide the remaining 34.91% and all funds in excess of the \$893,000 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Real estate costs will be 100% locally funded. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2020. **In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2017, or by June 30, 2022.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

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

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 8996-01-00					
Design	\$163,000	\$130,400	80% *	\$32,600	20% + BAL
State Review	\$37,000	\$29,600	80% *	\$7,400	20% + BAL
ID 8996-01-01			80% *		20% + BAL
Participating Construction	\$1,224,947	\$797,318	65.09% *	\$427,629	34.91% + BAL
Non-Participating Construction	\$120,000	\$0	0%	\$120,000	100%
State Review	\$147,000	\$95,682	65.09% *	\$51,318	34.91% + BAL
Total Est. Cost Distribution	\$1,691,947	\$1,053,000	N/A	\$638,947	N/A

*The percentage of project costs covered by federal funding at approval, 80% for design and 65.09% for construction, is based on TIP Committee Action. Due to the federal funding cap, which is \$1,053,000 for all federally funded project phases, this percentage may change over the life of the project.

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

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

Name	Title	Date
------	-------	------

Signed for and in behalf of the State:

Name	Title	Date
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GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements; including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All applicable DBE requirements that the State specifies.
 - g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2015-2020 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
5. The work will be administered by the State and may include items not eligible for Federal participation.
 6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2015-2020 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color,

handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2017, or by June 30, 2022.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates.
 - f. Provide relocation orders and real estate plats.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
 - a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
- 19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
- 20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
- 21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. **Non-Appropriation of Funds:** With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. **Maintenance of Records:** During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following 2015-2020 Urbanized Area STP-Urban project funding conditions:
- a. ID 8996-01-00: Design is funded with 80% federal funding, when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item d). The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
 - b. Real estate is funded 100% by the Municipality. Real estate acquisition is 100% the responsibility of the municipality.
 - c. ID 8996-00-01: Construction:
 - i. Costs for construction are funded with 65.09% federal funding when the municipality agrees to provide the remaining 34.91%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item d).
 - ii. Non-participating Costs for Sanitary Sewer construction are funded 100% by the Municipality. Costs include construction delivery.
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 65.09% with federal funding and 34.91% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item d).
 - d. **Project Cap:** In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$1,053,000**. This federal funding cap applies to all federally funded project phases.

[End of Document]

August 15, 2016

Richard J. Rubenzer, PE
Director of Public Works, City Engineer, Utilities Manager
City of Chippewa Falls
30 West Central Street
Chippewa Falls, WI 54729

Re:

Dear :

Thank you for the opportunity to submit this proposal for professional services for hydrosurveying tailrace depths at Glen Loch Dam. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

Mr. Todd Rudolph, PE, submitted a recommendation to the Department of Natural Resources that scour and undermining below Glen Loch Dam should be investigated. The dam has had historical undermining and scour problems, but no recent tailrace survey has been completed.

Scope of Services

For water areas deeper than 24 inches, Ayres Associates will use single beam sonar (235kHz high-frequency) to measure water depths in the sounding area. Note that the single beam equipment does not work well in high velocity or high bubble areas, so those areas may need to be manually probed with a rod. Depths will be converted to bed elevation based on the 868.6 foot lip at the end of the overflow spillway channel.

For water areas shallower than 24 inches, Ayres Associates will wade the tailrace and use a manual probe to obtain depth measurements.

Ayres will also use a rigid sounding rod to probe the base of the spillway for undermining. In general, probing works well to find voids larger than one foot in diameter, but the methodology may not discover thin seams of undermining.

Responsibilities of Owner and Others

Owner will provide a dam operator to unlock the gate on the east bank near the parking lot so that Ayres Associates staff can carry down the inflatable boat and survey equipment.

Owner will attempt to lower the lake an inch or so below the overflow crest so that the tailrace will be relatively free of air bubbles during the survey.

Additional Services

Additional services are not included with this proposal.

Time Schedule

Ayres Associates expects to survey the site between September 15 and October 31, 2016, during an expected low water period. Within three weeks of the site being surveyed, a letter report and tailrace contour map will be submitted to the City for review. After City review and acceptance of the report, Ayres Associates will submit the report to the DNR as fulfillment of the Owner Responsible Inspection Program directive requirements.

Fee

We will perform the above services for a lump sum amount of \$2900.

Contract Terms and Conditions

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

Acceptance

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

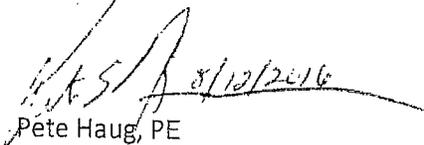
This proposal is valid until September 15, 2016, unless extended by us in writing.

Proposed by Consultant:
Ayres Associates Inc

Accepted by Owner:



Chris Goodwin, PE
Manager, Water Resources



Pete Haug, PE
Water Resources Engineer

Owner's Name

Signature

Name

Title

Date

Attachments: Contract Terms and Conditions

**AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS**

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

- 12. Ownership of Documents:** All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant.
- 13. Electronic Files:** Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.
- 14. Financial and Legal Services:** Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.
- 15. Termination of Services:** This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.
- 16. Controlling Law:** This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.
- 17. Assignment of Rights:** Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.
- 18. Third Party Benefits:** This contract does not create any benefits for any third party.
- 19. Dispute Resolution:** Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.
- 20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages:** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.
- 21. Betterment:** If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.
- 22. Amendments:** This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.