AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, August 15, 2017 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 1, 2017.

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 amending Section §17.29 C-2 General Commercial District and Section §17.31 C-4 Highway Commercial District of the Chippewa Falls Municipal Code. *(see Ordinance #2017-12)*

5. **COMMUNICATIONS** - None

6. **REPORTS**
   (a) The Board of Public Works meeting of August 7, 2017 was cancelled due to a lack of agenda items.
   (b) Consider Plan Commission minutes of August 7, 2017.

7. **COUNCIL COMMITTEE REPORTS** in the order in which they are named in Section 2.21 of the Municipal Code
   (a) Consider Committee #1 Revenues, Disbursements, Water, and Wastewater minutes of August 10, 2017.
   (b) Consider Joint Committee #1 Revenues, Disbursements, Water, and Wastewater and Committee #3 Transportation, Construction, Public Safety and Traffic minutes of August 15, 2017. *(minutes to be distributed prior to meeting)*
   (c) Consider Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of August 14, 2017. *(minutes to be distributed prior to meeting)*
   (d) Consider Committee of the Whole minutes of August 15, 2017. *(minutes to be distributed prior to meeting)*
   (e) Park Board minutes of August 8, 2017.
   (f) Library Board minutes of July 12, 2017.

8. **APPLICATIONS**
   (a) Consider Operator (Bartender) Licenses as approved by the Police Department. *(Complete list provided prior to Council meeting).*
   (b) Consider Street Use Permit Application from the Chippewa Falls Music Association for the Music along the Chippewa Marching Band Competition to be held on October 7, 2017 from 1:30 pm – 10:00 pm utilizing various City streets. *(see attachment)*
   (c) Consider Street Use Permit Application from Sue Thomas for the Happy Tails Dog Park Dog Swim on August 28 – 29, 2017 from 4:00 pm – 7:00 pm at the Bernard F. Willi Outdoor Pool.
   (d) Consider Street Use Permit Application from Chippewa Falls Main Street for Paint the Town Pink to be held on October 5, 2017 from 3:00 pm – 7:00 pm utilizing the parking spots in front of 315 N Bridge St and the 400 and 500 blocks of N. Bridge Street.
   (e) Consider Application for Class "E" Dance and Live Music License from John Turbyne for the Chippewa Falls Senior Center on August 17, 2017.
   (f) Consider Non-Commercial Kennel License Application of Dustin Miller, 301 East Greenville Street, as approved by the Police Department.
   (g) Consider awarding the available "Class B" Intoxicating Liquor License to one of the following establishments: Sakura WI, Inc.; Blue Marble Pub, LLC; or Micon Cinemas, Inc.

9. **PETITIONS** - None

10. **MAYOR ANNOUNCES APPOINTMENTS** - None

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

12. **REPORT OF OFFICERS** – None

13. **ORDINANCES**
(a) Consider **Ordinance #2017-12 Entitled:** An Ordinance Amending Section, § 17.29 C-2 General Commercial District and Section, §17.31 C-4 Highway Commercial District of the City of Chippewa Falls Municipal Code, Chippewa Falls, Wisconsin.
(b) First Reading of **Ordinance #2017-13 Entitled:** An Ordinance Establishing the Width of Pavement on Pond Street (Bridge St to High St) at 26 Feet Face to Face of Curbs.

14. **RESOLUTIONS** - None

15. **OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW**
(a) Discuss and consider Agreement for General Services Aeration Blower Replacement Study from Strand Associates, Inc.
(b) Discuss and consider Amendment No. 1 to the May 4, 2017 Agreement for General Services Control Building HVAC Improvements.

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 August 11, 2017 at 1:05pm 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 1, 2017 in the City Hall Council Chambers. Mayor Greg Hoffman called the meeting to order at 6:30 pm. The Pledge of Allegiance was recited.

CLERK CALLS THE ROLL

Council Members present: John Monarski, Rob Kiefer, CW King, Chuck Hull, Paul Olson, Paul Nadreau, and Robert Hoekstra.
Also Present: City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, City Planner/Transit Manager Jayson Smith, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, Police Chief Matthew Kelm, Parks and Recreation Director Dick Hebert, City Clerk Bridget Givens, and those on the attached sign-in sheet.

APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) Motion by Hoekstra/Hull to approve the minutes of the Regular Council Meeting of July 18, 2017. **All present voting aye, motion carried.**

PERSONAL APPEARANCES BY CITIZENS - None

PUBLIC HEARINGS - None

COMMUNICATIONS - None

REPORTS

(a) Motion by Kiefer/Hull to approve the Board of Public Works minutes of July 24, 2017. Rubenzer advised that in relation to Item #2 in the minutes, the Board of Public Works cannot create an island by annexation. The property east of the Citizens State Bank property would need to annex into the City too. It was suggested that the owner of that property be contacted to see if there is interest in annexation. Neil Mathwig appeared on behalf of Citizens State Bank and understands the easement is contingent upon annexation of the neighboring property. **Roll Call Vote: Aye – Kiefer, Hull, Olson, Nadreau, Hoekstra, Monarski, King. Motion carried.**

COUNCIL COMMITTEE REPORTS

(a) Motion by Hoekstra/Nadreau to approve the Committee #1 Revenues, Disbursements, Water, and Wastewater minutes of July 26, 2017. **Roll Call Vote: Aye – Hoekstra, Nadreau, Monarski, Kiefer, King, Hull, Olson. Motion carried.**
(b) Motion by Kiefer/Monarski to approve the Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of August 1, 2017. **Roll Call Vote: Aye – Kiefer, Monarski, King, Hull, Nadreau, Hoekstra; No – Olson. Motion carried.**

APPLICATIONS

(a) Motion by King/Olson to approve the Operator (Bartender) Licenses as approved by the Police Department. **All present voting aye, motion carried.**
Motion by Monarski/Nadreau to consider items (b) – (g) in one motion. **All present voting aye, motion carried.**
Motion by Monarski/Nadreau to approve items (b) – (g) as follows:
(b) Street Use Permit Application from Wendy Hutton for the Loop de Lori Triathlon and 5K to be held on September 9, 2017 from 10:00 am – 1:00 pm utilizing various City Streets.
(c) Street Use Permit Application from the Northern WI Antique Dealers Association to place a sandwich sign at Allen Park on September 27 - October 1, 2017 to direct visitors to the antique show being held at the Northern Wisconsin State Fairgrounds, 225 Edward Street.
(d) Street Use Permit Application from Dan Sweeney of the Chippewa Candy Shop, 322 N Bridge Street, to utilize two parking spots in front of the store on August 3 – 4, 2017 from 6:00 am – 7:00 pm to place trailers for dumping construction debris.

APPLICATIONS (continued)
(e) Street Use Permit Application from the Chippewa Falls Public Library for the Summer Book Sale to be held on August 9 – 12, 2017 utilizing the west side of the library parking lot.
(f) Sidewalk Use Permit from the Chippewa Falls Public Library to place a sandwich sign on the sidewalk adjacent to the library advertising the Summer Book Sale.
(g) Application for Temporary Class "B" Beer Retailer's License from the Wisconsin Baseball Association over Thirty-Five League for the Wisconsin Baseball Association over Thirty-Five State Baseball Finals to be held at Casper Park on August 25 – 27, 2017.
All present voting aye, motion carried.

PETITIONS - None

MAYOR ANNOUNCES APPOINTMENTS - None

MAYOR'S REPORT - None

REPORT OF OFFICERS - None

ORDINANCES
(a) The First Reading of **Ordinance #2017-12 Entitled:** An Ordinance Amending Section, § 17.29 C-2 General Commercial District and Section, §17.31 C-4 Highway Commercial District of the City of Chippewa Falls Municipal Code, Chippewa Falls, Wisconsin was held.

RESOLUTIONS
(a) Motion by King/Kiefer to approve **Resolution #2017-35 Entitled:** Preliminary Resolution Declaring Intent to Levy Special Assessments Under Chapter 66.0701 Wisconsin Statutes & Chapter 3.08 of the Code of Ordinances of the City of Chippewa Falls, Wisconsin. **Roll Call Vote: Aye – King, Kiefer, Hull, Olson, Nadreau, Hoekstra, Monarski. Motion carried.**
(b) Motion by Olson/Nadreau to approve **Resolution #2017-36 Entitled:** Resolution (regarding resurfacing alleys in the downtown area). **Roll Call Vote: Aye – Olson, Nadreau, Hoekstra, Monarski, Kiefer, King, Hull. Motion carried.**
(c) Motion by King/Olson to table **Resolution #2017-37 Entitled:** Resolution Concerning Completion of Willow Creek Subdivision Phase III Utilities and Infrastructure until such time as the "punch list" items that need to be completed are addressed. **All present voting aye, motion carried.**
(d) Motion by Hoekstra/King to approve **Resolution #2017-38 Entitled:** Resolution Regarding Exemption from Library Levy. **Roll Call Vote: Aye – Hoekstra, King, Hull, Olson, Nadreau, Monarski, Kiefer. Motion carried.**

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW
(a) Parks and Recreation Director Dick Hebert and Ron Bakken of Fish Chippewa! provided a document entitled Erickson Park Financial Report and reviewed the details thereon including cost estimates, revenues, and planned construction timeline.
(b) Hebert advised that the City received a WI DNR grant in the amount of $38,500 for the Glen Loch Fishing Pier. Councilor Hoekstra expressed concern that there is still roughly $400K that needs to be raised for the project, and that the request would be made for the City to offset the difference. Mayor Hoffman advised that when the project was undertaken, it was communicated that City funds would not be expended to complete the project.
(c) Hebert advised that the City received a WI DNR grant in the amount of $87,965 for the City of Chippewa Falls Glen Loch Boat Access. Hebert stated that the federal grant funds that the City has received are matching grants which cannot be matched with other grant funds.
Motion by Monarski/Olson to combine items (b) – (c) above and consider them in one motion. **All present voting aye, motion carried.**
Motion by Monarski/Nadreau to approve the grant agreements in the amounts of $38,500 and $87,965 and authorize the Mayor to execute the agreements. **Roll Call Vote: Aye – Monarski, Nadreau, Kiefer, King, Hull, Olson; No – Hoekstra. Motion carried.**

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW (continued)
(d) Finance Manager/Treasurer Bauer indicated that Ayres Associates will be preparing the bid specs for the library roof; however, their initial proposal did not include asbestos investigation. Ayres submitted a separate proposal for asbestos investigation in the amount of $1,700 and Air Tech Environmental Services, Inc. submitted a proposal for $550. Both companies are certified for this type of work. **Motion by Hoekstra/Kiefer** to accept the proposal of Air Tech Environmental Services, Inc. for asbestos investigation on the library roof in the amount of $550. **Roll Call Vote: Aye - Hoekstra, Kiefer, King, Hull, Olson, Nadreau, Monarski. Motion carried.**

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

City General Claims:	$64,528.24
Authorized/Handwritten Claims:	$4,202.62
Department of Public Utilities:	$76,218.53
Total of Claims Presented	$144,949.39

Roll Call Vote: Aye – Olson, Nadreau, Hoekstra. Monarski, Kiefer, King, Hull. Motion carried.
(b) Motion by King/Olson to deny the claim of Kristi Lund, 633 Northridge Drive, against the City of Chippewa Falls. **All present voting aye, motion carried.**

CLOSED SESSION
(a) Motion by Monarski/Nadreau to go into Closed Session under WI Statutes 19.85(1)(g) for "conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved" relative to Heartland Contractors, Inc.; and to include the Mayor, Council, Ferg, Bauer, Smith, Rubenzer, Givens and any representatives from Heartland Contractors and Chippewa Concrete; may return to Open Session. **Roll Call Vote: Aye – Monarski, Nadreau, Hoekstra, Kiefer, King, Hull, Olson. Motion carried.**

Council discussed the item above.

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

It was reported in Open Session that there was a motion and a second in Closed Session to accept the withdrawal of Heartland Contractors on the Chippewa Riverfront Phase II project as they requested, while still preserving the City's legal rights and in doing so, award the contract to the second lowest bidder, Chippewa Concrete. The motion was unanimously approved.

ADJOURNMENT
Motion by Olson/Hoekstra to adjourn at 7:54 pm. **All present voting aye, motion carried.**

Submitted by:
Bridget Givens, City Clerk

CITY COUNCIL ATTENDANCE SHEET – August 1, 2017

NAME	ADDRESS
R Flynn	1304 Perry CF
RON BAKKEN	17173 COHNJ CF
Brit Albright	7663 111st, Chippewa Falls
Neil Mathwig	301 Macomber
Barry Bohman	3006 30th Ave

NOTICE OF PUBLIC HEARING
ORDINANCE AMENDING SECTION §17.29 C-2 GENERAL COMMERCIAL DISTRICT AND SECTION §17.31 C-4 HIGHWAY COMMERCIAL DISTRICT OF THE CHIPPEWA FALLS MUNICIPAL CODE
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 the **15th day of August, 2017** commencing at 6:30 P.M. in the Council Chambers, Municipal Building, 30 West Central Street, on a proposed ordinance amendment:

1. That § 17.29 (5) of the Chippewa Falls Municipal Code be amended to include as follows:

17.29 C-2 General Commercial District

●●●

(5) PERMITTED USES

(i) Interior unit self-service storage facility consisting of a building with all units having an access door from an interior hallway. There shall be a separate secure 24 hour access entrance to interior units. Operations shall include a retail store front of related commercial activity.

2. That § 17.31 (5) of the Chippewa Falls Municipal Code be amended to include as follows:

17.31 C-4 Highway Commercial District

●●●

(5) PERMITTED USES

(n) Interior unit self-service storage facility consisting of a building with all units contained within that building and all units having an access door from an interior hallway. There shall be a separate, secure 24 hour access entrance to interior units. Operations shall include a retail store front of related commercial activity.

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

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

Bridget Givens
City Clerk

Class 2 notice
1 column legal ad

PUBLISH: Saturday, July 29, 2017
and
Saturday, August 5, 2017

MINUTES OF THE PLAN COMMISSION MEETING
CITY OF CHIPPEWA FALLS
MONDAY, AUGUST 7, 2017 – 6:30 PM

The Plan Commission met in City Hall on Monday, August 7, 2017 at 6:30 P.M. Present were Commissioners Dave Cihasky, Dennis Doughty, Mike Tzanakis, Beth Arneberg, Jerry Smith, Alderperson Chuck Hull, Secretary Rick Rubenzer, Vice-Chairperson Tom Hubbard and Mayor Greg Hoffman. Absent were Commissioners Greg Misfeldt and Dan Varga.

1. **Motion** by Hubbard, seconded by Tzanakis to approve the minutes of the July 10, 2017 Plan Commission meeting. **All present voting aye. Motion carried.**

2. The Plan Commission considered the petition from Sandy Schley-Zelm and James Zelm to rezone parcel #1974 located at #822 First Avenue from R-3A Multi Family (with an existing conditional use permit for Helping Hands Childcare), to C-1 Neighborhood Shopping. Director of Public Works Rubenzer noted the public, light industrial, commercial and residential zones in a couple block area surrounding #822 First Avenue. He also noted that the floor space designated for the consignment business was less than the 1500 sf maximum specified in the C-1 zoning district. Director of Public Works Rubenzer stated that City Inspector Lasiewicz approved of the mixed consignment and commercial kitchen uses in the same building and that it was a permitted use in the C-1 zoning district. Commissioner Arneberg questioned whether or not the kitchen and homemade food sales would constitute a restaurant. Director of Public Works Rubenzer will check with Inspector Lasiewicz. After further discussion, **motion** by Tzanakis, seconded by Hubbard to recommend the Common Council conduct a public hearing to consider rezoning parcel #1974 located at #822 First Avenue from R-3A Multi Family (with an existing conditional use permit for Helping Hands Childcare), to C-1 Neighborhood Shopping. Said public hearing to be scheduled after receipt of the $300 legal advertising fee and proper notification of adjacent property owners. **All present voting aye. Motion carried.**

3. **Motion** by Cihasky, seconded by Hubbard to adjourn. **All present voting aye. Motion carried.** The Plan Commission adjourned at 6:47 P.M.

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

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

MINUTES OF THE PLAN COMMISSION MEETING
CITY OF CHIPPEWA FALLS
MONDAY, JULY 10, 2017 – 6:30 PM

The Plan Commission met in City Hall on Monday, July 10, 2017 at 6:30 P.M. Present were Commissioners Dave Cihasky, Greg Misfeldt, Dennis Doughty, Mike Tzanakis, Beth Arneberg, Jerry Smith, Alderperson Chuck Hull, Secretary Rick Rubenzer, Vice-Chairperson Tom Hubbard and Mayor Greg Hoffman. Absent was Commissioner Dan Varga. Also attending were City Planner Jayson Smith and City Inspector Paul Lasiewicz.

1. **Motion** by Hubbard, seconded by Misfeldt to approve the minutes of the May 8, 2017 Plan Commission meeting. **All present voting aye. Motion carried.**

2. The Plan Commission considered the attached Certified Survey Map prepared by Real Land Surveying on behalf of Max Gehler. Secretary Rubenzer stated that Mr. Gehler was unable to obtain right-of-way along the south side of Nelson Road, so proposed the Certified Survey to obtain property along the north side of Nelson Road. Secretary Rubenzer stated that the stormwater management plan for the entire development must be approved and constructed prior to any buildings on Lot #4. He continued that access to property owners along the south side of Nelson Road must be maintained.
   Motion by Hubbard, seconded by Tzanakis to recommend the Common Council approve the attached Certified Survey Map prepared by Real Land Surveying on behalf of Max Gehler for parcels near the intersection of Old Eau Claire Road and Nelson Road contingent upon:
   1) Receipt of the $100 Certified Survey Map review fee.
   2) Completion and approval of a stormwater management plan for the entire development along Nelson Road.
   3) The words, "Dedicated to the City of Chippewa Falls for a public street", being placed on the Certified Survey Map.
   4) Public access to all adjacent property owners being maintained.
   5) Recording of the said Certified Survey Map and providing a digital copy with the City Engineering Department.

   All present voting aye. Motion carried.

3. City Planner Jayson Smith presented the attached proposed amendments to the Chippewa Falls Municipal Zoning Code Sections 17.29 C-2 General Commercial and 17.31 C-4 Highway Commercial districts. He updated the Plan Commission about a potential buyer and use for the former Kmart building at #409 East Prairie View Road. The building is presently being used for storage of bottled water as per PD CUP Resolution No. 2016-05. City staff met with the present owner and potential buyer representatives to determine the most efficient method to move forward. City staff determined that the proposed amendments to the Chippewa Falls Municipal Zoning Code Sections 17.29 C-2 General Commercial and 17.31 C-4 Highway Commercial districts would be the best way to move forward.
   Motion by Hubbard, seconded by Smith that the Common Council amend the Chippewa Falls Municipal Zoning Code Sections 17.29 C-2 General Commercial and 17.31 C-4 Highway Commercial districts by adding a section allowing interior self-storage units and approve the attached ordinance after giving proper legal notice, receiving the proper

fees and then conducting a public hearing to consider the said ordinance amendment. **All present voting aye. Motion carried.**

4. Bruce Hayhoe did not appear and had requested that his request for a Planned Unit Development near Lakeland Drive be removed from the agenda.
   Motion by Tzanakis, seconded by Rubenzer to table Bruce Hayhoe's request for a Planned Unit Development near Lakeland Drive. **All present voting aye. Motion carried.**

5. **Motion** by Hubbard seconded by Smith to adjourn. **All present voting aye. Motion carried.** The Plan Commission adjourned at 6:50 P.M.

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

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

Date Filed: August 7, 2017

Fee Paid: $25.00 Date: July 27, 2017 TR#: 53228

Fee Paid: _____ Date: _____ TR#: _____

PETITION FOR REZONING

TO THE CITY OF CHIPPEWA FALLS, WISCONSIN:

I/We, the undersigned, hereby petition the Common Council of the City of Chippewa Falls, WI, for rezoning authorized by the Chippewa Falls Zoning Code, Section 17.46, for the following described property:

Address of Property: 922 1st Ave C.F.

Lot: 13 Block: 1 Subdivision: Karger Heights Add Parcel# 1974

Legal Description: _____

Present zoning classification of property: R3A with a CUP

Zoning classification requested: Commercial (C-1 Neighborhood Shopping)

Lot number of any real estate owned by the petitioner adjacent to the area proposed to be changed: 0

Existing use of all buildings on such land: Childcare

Principal use of all properties within 300 feet of such land: Residential, Multifamily, Public/Institutional, Industrial

Purpose for which such property is to be used: Licensed Kitchen & Consignment

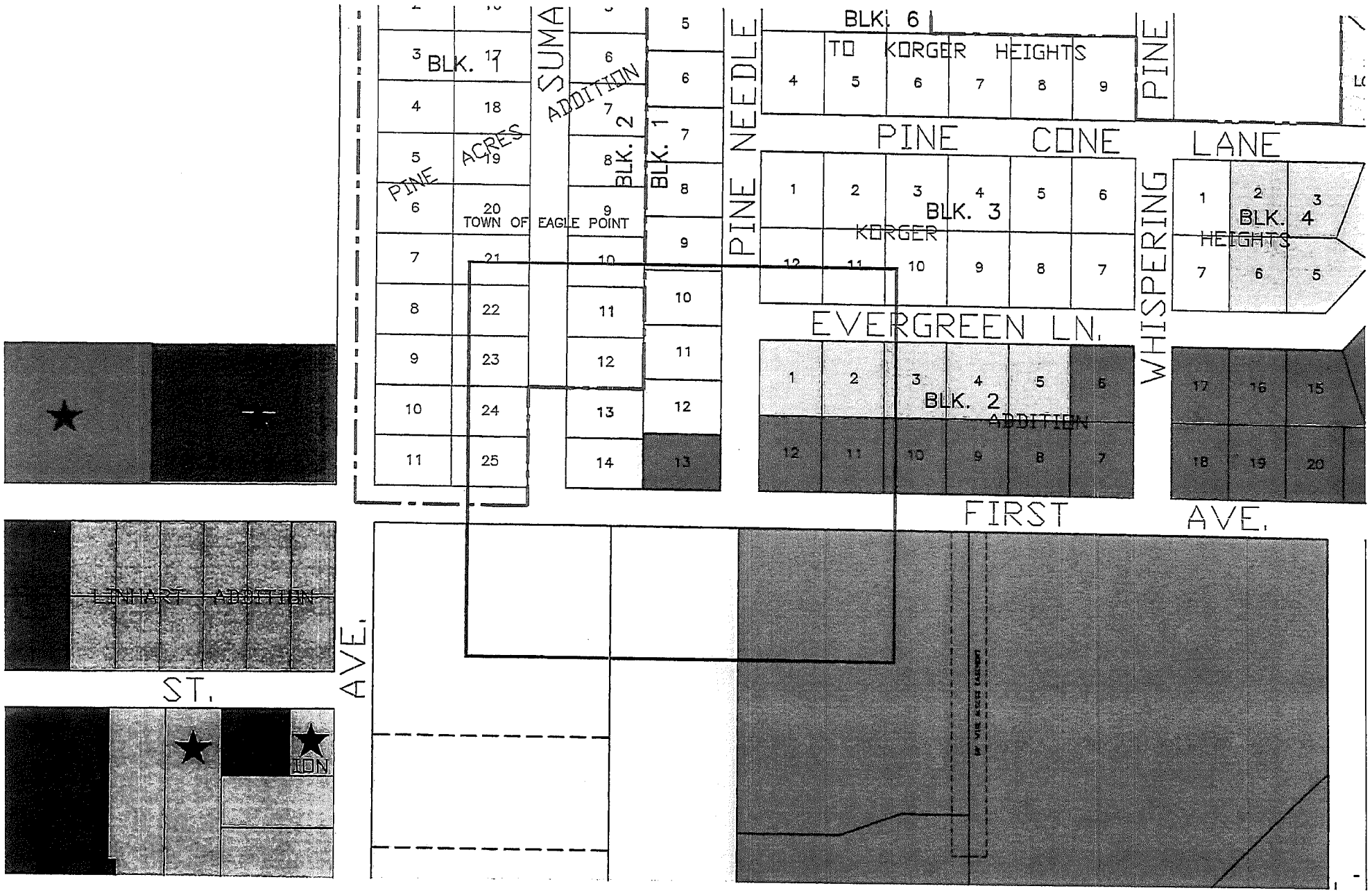
Recite any facts indicating that the proposed change will not be detrimental to the general public's interest and the purposes of this Chapter: Most of the units here are rental properties, The traffic should not increase, as first Ave is already very busy. Plenty of parking.

Attach a plot plan or survey plat, drawn to scale, showing the property to be rezoned, location of structures and property lines within 300 feet of the property to be altered.

Add any further information requested on the petition or which may be required by the Common Council to facilitate the making of a comprehensive report to the Council:

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

Owner(s)/Address(es):	Petitioner(s)/Address(es):
Sandy Sekley-Zelm 1639 Ludgate St. C. F. Phone #: 1-715-557-0810 Email: Sandy.helping.handschildcare@gmail.com Signature: Sandra K. Sekley-Zelm	Phone #: Email: Signature:
James B. Zelm 1639 Ludgate St. Chippewa Falls WI Phone #: 715-797-4017 Email: Signature: James B. Zelm	Phone #: Email: Signature:
Phone #: Email: Signature:	Phone #: Email: Signature:



BLK. 6
TO KORGER HEIGHTS
PINE
PINE CONE LANE
WHISPERING
BLK. 3
KORGER
BLK. 4
HEIGHTS
EVERGREEN LN.
BLK. 2
ADDITION
FIRST AVE.
PINE NEEDLE
BLK. 1
BLK. 2
SUMA
ADDITION
PINE ACRES
TOWN OF EAGLE POINT
LINHART ADDITION
ST.
AVE.
ION

Request for rezoning 822 1st Ave.

After 25 plus years of doing childcare my husband and I have decided it is time to try something different. We have listed our building at 822 1st. Ave. for sale, either as a turnkey childcare business or as the building by itself. We are not having much luck, so we are looking to do something different with the building.

I have researched a couple of different options and have decided that we would like to do a few different things with the building, instead of putting all of our "eggs into one basket".

There will be only one entrance to the building, all of the other doors will be marked "Exit only"

There is also a diagram attached that has the major layout of the building. The rooms have the sizes.

Four different sections:

Licensed kitchen:

Things that will have to be changed:

- Commercial dish washer installed
- Commercial Refrigerator purchased
- Present double sink removed and a one-basin deeper prep sink installed
- Hand washing sink and water supply installed
- I will need to be recertified in food prep. (I owned a bar and restaurant for 4 years)

Featuring specialty cooking. People can order meals from us that we will prepare for them and then they will take home and cook. (If they are in need of just a single portion size, we will cook it and they will be able to just take it home and reheat it.) We will do gluten free, diabetic, clean food, paleo and other specialized diets.

Homemade bakery goods will be available, featuring a different item daily. Again focusing on items such as "Black bean brownies" and other "Clean foods" as well as cookies and quick breads. (Or upon request)

We will grow many of the vegetables on site and purchase from local vendors (when in season). We will use local suppliers for our meats, chicken, eggs, and other items as they are available.

The licensed kitchen will be available for others to rent also.

The other rooms located at the east end of the building will be an office and the other 2 will be storage.

Larger room in the middle:

There will be 4 tables 2 that seat 4 people and 2 taller bistro tables that will seat 2 people each. (Rule is if we have seating for more than 15 people, we would be required to have 2 bathrooms.) (We will have 2 bathrooms available but they will not be labeled as "Men and Women." The large restroom has 2 doors (one on either side, there will be signage informing the occupant to lock "both" doors when in use or we will permanently lock one door.). A baby changing station available in this area also.

The rest of the room will remain very spacious so there will be room to hold "classes" on gardening, cooking, crafting, and also to be available for a meeting room or to host different small group events. This room would be available to the public to use.

Fenced-in yard: (already has a 5ft. chain link fence around perimeter)

Our fenced-in yard has multiple raised garden beds in it. Our produce will be utilized in our meal prep for clients. Different gardening concepts will be used, i.e., raised beds, container gardening, bale gardening, and garden ideas that use the fence to increase space to raise vegetables. These concepts will be used to educate people on the benefits and ease of

organic gardening. I have taken the "Master Gardener Series" although I have not kept up on my continuing ed. hours or on my community service hours. I do plan on doing so. Once I have completed the 10 hours of continuing education and the 24 hours of community service I will be a certified Master Gardener again.

The rest of the fenced in area will be used to display consigned "outdoor, or gardening items."

The rooms on the west end of the building will be used for consignment space:

Will be for "locally made consignment items." It would include a variety of handmade items such as, jewelry, upcycled items, and other unique products. Consigners would be charged per foot of space needed instead of a percentage of sales.

We would also like to sell locally made food items in one of the rooms. Example Chip Magnet dips, Elder Valley Farm dressings, Maple syrup and Honey.

Parking lot:

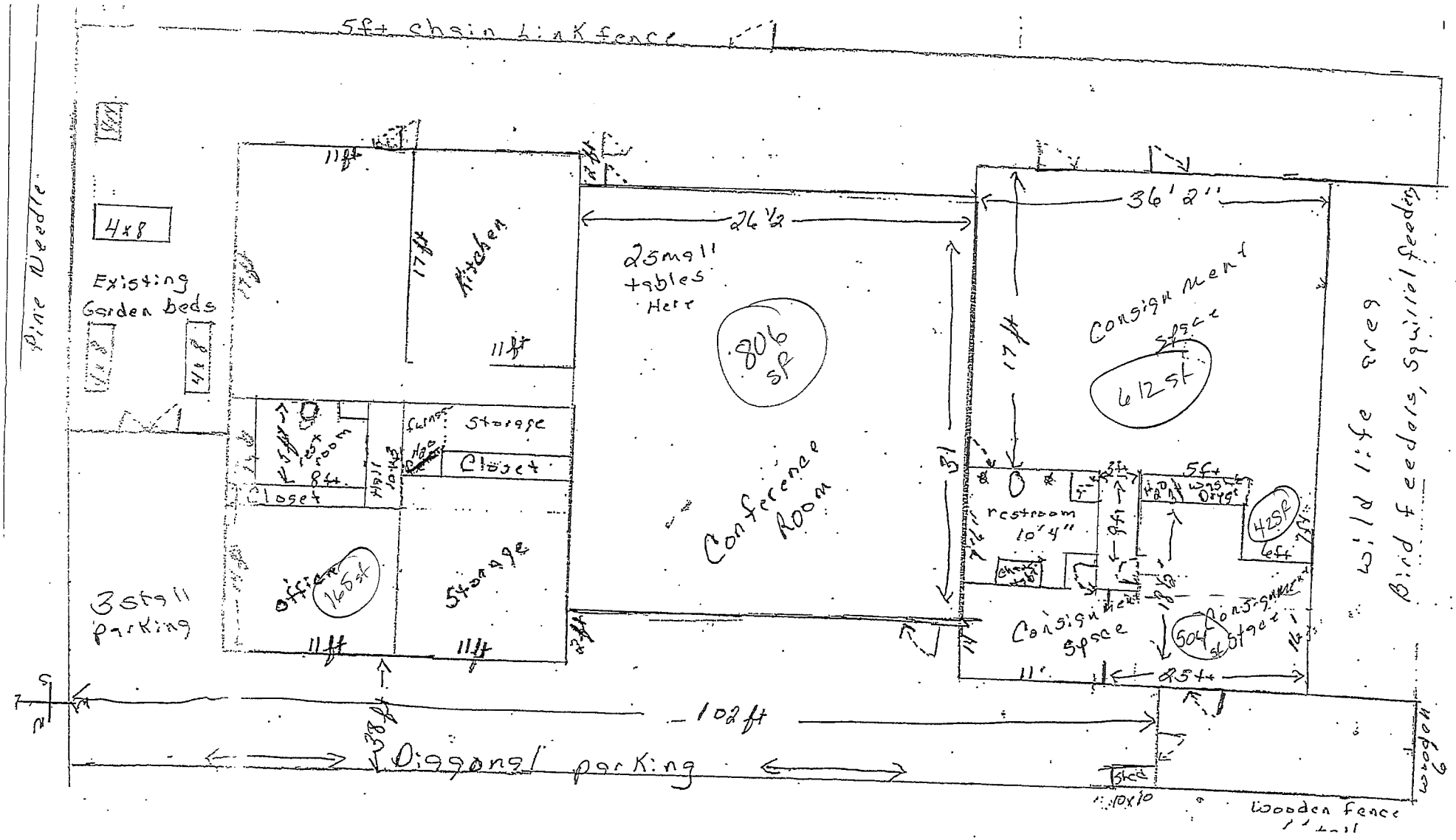
There will be parking for at least 10 vehicles on site. All parking spots will be marked, also street parking will be available with no parking between the neighbors to the north and our driveway. (Linda, the next door neighbor, has to use a scooter to get around and is unable to see oncoming traffic if vehicles are parked there.)

Please excuse the appearance of my diagram, I'm not very good at penmanship or at drawing.

Questions Contact Sandy at 1-715-577-0810

Thank you for your time.

Sandy Schley-Zelm



1500sf allowable spaces

MINUTES
COMMITTEE #1
REVENUES, DISBURSEMENTS, WATER AND WASTEWATER
August 10, 2017

Committee #1 - Revenues, Disbursements, Water and Wastewater met on Thursday, August 10, 2017 at 9:00 AM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: Rob Kiefer, John Monarski, and Paul Nadreau
Mayor/Other Council Members present: None
Others present: Finance Manager/Treasurer Lynne Bauer, Public Works Director/City Engineer/Utility Manager Rick Rubenzer, Wastewater Supervisor George Hobbs and Utility Officer Manager Connie Freagon.

Call to Order: 9:00 AM

1. **Discuss funding for City Hall phone upgrade options. Possible recommendations to the Council.**

   Utility Office Manager Connie Freagon stated a quote discussed during the 2017 budget process to transfer phone programming to the County was grossly underestimated. The original amount of $4,373 from Marco was approved with funding to come from the franchise fees account. According to Freagon, the updated quote is $14,993 of which the City portion would total approximately $12,745. She indicated the County is currently replacing their controller and the programming for the city would be the next step. Due to some confusion with the estimate amounts, she would like more time to review the costs and will bring back to the next committee meeting.

   No action taken.

2. **Discuss refund of Business Improvement District (BID) assessment payments for 29 E. Spruce Street (Parcel #672). Possible recommendations to the Council.**

   Finance Manager/Treasurer Lynne Bauer indicated a property located within the BID was charged a BID assessment in error. The property was rezoned to residential and BID assessments are for commercial properties only. The owners, Bobby and Megan Postle, are requesting a refund of $400.91. Bauer asked the Committee to allow the City to issue the refund and recoup the monies from the BID at a later date as the BID Board only meets a few times each year.

Motion Kiefer/Monarski to recommend the Council approve the refund of $400.91 for the BID assessment payments made on 29 E. Spruce Street to Bobby and Megan Postle and request reimbursement of that amount from the BID Board. **All present voted aye. Motion carried.**

3. **Discuss Aeration Blower Replacement Study dated June 27, 2017. (Note: Study includes WWTP organic capacity study.) Possible recommendations to the Council.**

   Public Works Director/City Engineer/Utility Manager Rick Rubenzer and Wastewater Supervisor George Hobbs asked the Committee to approve an agreement for Strand Associates, Inc. to perform a study regarding replacement of an aeration blower. Supervisor Hobbs indicated the plant has three blowers but one has failed. The other two have been fixed recently but he needs extra capacity and would like to replace the third one with a higher efficiency blower. The proposal estimates the cost of the study to be $12,000. Funds from the utility depreciation account would be used.

   Motion by Kiefer/Monarski to recommend the Council approve the Aeration Blower Replacement Study and authorize Rick Rubenzer to sign the agreement. **All present voted aye. Motion carried.**

4. **Discuss Amendment No. 1 to the Agreement for General Services Control Building HVAC Improvements dated July 21, 2017. Possible recommendations to the Council.**

   Public Works Director/City Engineer/Utility Manager Rick Rubenzer and Wastewater Supervisor George Hobbs presented an amendment to the Strand Associates, Inc. Agreement for construction related services for the Control Building Heating, Ventilation and Air Conditioning (HVAC) improvements. The proposed increase is $18,000. Monies for this increase would come from the utility depreciation account.

   Motion by Kiefer/Nadreau to recommend the Council approve Amendment No. 1 to the Agreement for General Services Control Building HVAC Improvements. **All present voted aye. Motion carried.**

5. **Adjournment.**
   Motion by Nadreau/Kiefer to adjourn at 9:26 am. **All present voting aye, motion carried.**

Minutes submitted by,
Lynne Bauer, Finance Manager/Treasurer

10/4/2016
Date

2017 Omitted Budget Request

Prepared by: Connie Freagon
Department: Data Processing
Account Number: 10.51440.5850
Account Name: Computers & Equipment
Dollar Amount Requested: $4,373 plus from Proposal 2

USE this form to submit items you did not include in your line item budget requests due to the 0% increase directive.

The City's phone system was installed in 2006. The controller at City Hall is considered end of life. End of life means that the software will be supported, but if anything goes wrong with the hardware, it is probable that it cannot be repaired. The Police Department phone system was installed in 2010. At that time the dispatch was still at the Police Department so we were required to install a controller on site, unlike every other off site department, like the Library, Fire Station, Street, Utility. As dispatch has moved, a separate controller is no longer needed.

Proposal 1 - Replace City Hall controller with a software upgrade and decommission the Police Department controller. This will bring the controller up to date and remove an aging controller at the Police Department. This will also simplify operation of the phone system as only one system needs updating. Software support of $1,450 can be discontinued. Cost $6,155.00 (City $5,232 Utility $923).

Proposal 2 - Move all City phone programming to the County's Mitel phone system. We would use the County voice mail system which is more robust than the City system. Both controllers would be decommissioned. Software support of $3,800 for our existing controllers can be discontinued. Contract with Charter can be canceled on expiration date of 4/23/18 ($663.59 per month). Cost for programming and coordination $5,145.00 (City $4,373 Utility $772).

The City would pay a prorated portion to the County for hardware/software as we do now for servers. Additional costs for the County to be determined.

Comments by Reviewer:

2017 OMITTED BUDGET REQUESTS 11-15-2016 (Updated April 2017)

DEPARTMENT	APPROVED/ FUNDING	AMOUNT	ESTIMATED COST	OMITTED ITEM DESCRIPTION
City Hall	REVIEW IN 2017			Bulletproof Window & Door (Clerk's Office)
	REVIEW IN 2017			Bulletproof Window & Door (Finance Office)
	REVIEW IN 2017			Cement Masonry (Outside)
	REVIEW IN 2017			Flooring for Council Chambers
	REVIEW IN 2017		$ 3,600	Handicap Door Replacement
	REVIEW IN 2017		$ 18,667	Keyless Entry
	COMPLETED 2017 (FF)	$ 10,555	$ 10,555	Laserfiche Software (Additional Utility Cost $1,863)
	COMPLETED 2017 (FF)	$ 1,652	$ 1,652	Laserfiche Annual Maintenance (Additional Utility Cost $292)
	NO		$ 3,345	Outside Lighting (LED)
	REVIEW IN 2017		$ 15,000	Security Cameras
			$ 52,819	
Phones	NO		$ 5,232	Replace City Hall Phone Controller (Proposal 1) (Additional Utility Cost $923)
	YES-frnch fees	$ 4,373	$4,373 +	Transfer City Phone Programming to County Phone System (Proposal 2) (Additional Utility Cost $772)
Data Processing	COMPLETED 2017	$ 8,000	**$8,000 +**	Department iPads
Data Processing/Police Department	COMPLETED 2017		$ 8,880	MDC Replacement Option #1
	NO		$ 1,800	MDC Warranty Option #2
			$ -	Do not purchase warranty; replace as needed (recommended by County IT) Option #3
Donations	COMPLETED 2017	$ 2,000	$ 2,000	Chippewa Falls Senior Center (Additional Request over 2016)
	?		$ 8,830	Chippewa County EDC (Additional Request over 2016)
	COMPLETED 2017	$ 237	$ 237	Patriotic Council (Additional Request over 2016)
			$ 11,067	
Fire Department	REVIEW IN 2017		**$ 26,000**	Cardiac Monitor
	ORDER IN 2017		**$ 192,000**	Ambulance
Library	Request Removed		$ 7,000	Cement Ramp in Back Alley
	Request Removed			Elevator Repair
	NO		$ 9,854	Keyless Entry
	STREET DEPT?		$ 500	Remove Retaining Wall & Tree
	NO		$ 9,630	Replace Front Doors & Bay St. Door
	Request Removed		$ 10,000	Roof Flashing
	***PRIORITY 2017**		**$ 25,000**	**Security Cameras**
	***PRIORITY 2017**		**$ 50,000**	**Library Roof Repairs (Estimate?; offset by insurance claim?)**
			$ 111,984	
Parks, Recreation & Forestry Dept	YES/IN GF BUDGET	$ 945	$ 945	Buchanan Park Port-A-Toilet Rental
	YES-$$ IN GF/TIF		$ 70,000	Chippewa Riverfront Expenses
	CARRYOVER	$ 2,500	$ 2,500	Marshall Park Outdoor Tennis Court Crack Repairs
			$ 73,445	
Police Department	COMPLETED 2017	$ 32,000	$ 32,000	In-Car Video System
	COMPLETE 2017	$ 16,000	$ 16,000	Parking Enforcement Scooter
	WITHDRAWN 2017		$ 5,500	Generator & Lighting for Range Building
	***PRIORITY 2017**		$ 4,500	AEDs for Squad Cars (5)
			$ 58,000	
TOTAL OMITTED BUDGET REQUESTS		**$ 78,262**	**$ 547,427**	

***Utilitize Fire Station #2 Proceeds**

2016 Real Estate Property Tax Record

Bill #: 40817
Parcel #: 22808-0613-60061615
Computer #: 211-01005-0000

CITY OF CHIPPEWA FALLS
CHIPPEWA COUNTY

BOBBY G & MEGAN D POSTLE

29 E SPRUCE ST
CHIPPEWA FALLS WI 54729

Property Address 29 E SPRUCE ST
Volume/Page / /
Sec-Twn-Rng 6- 28N- 8W 160: 40:
Plat 6006 ALLEN'S ADDITION
Block **Lot** 15
Legal Description **Acres** 0.180
ALLEN'S ADDITION LOT 15 BLK 16 MAP 6-2

School District 1092
Special Districts #1: 100 #2: 0 #3: 0 #4: 0 #5: 0 #6: 0

VALUES:		
	Land	24,600
	Improve	70,500
Ratio 0.9415	**Total**	95,100
Fair Market 101,000	**Total Acres**	0.187

Gross Tax	2,193.68			
School Credits	138.75			
First Dollar Credit	57.72			
Lottery Credit	108.55	1 Claim(s)		
		Amount Paid	**Balance**	**Balance Code**
Net Tax	1,888.66	1,888.66	0.00	N
BID **Special Assessments**	197.10	197.10	0.00	N
Special Charges	0.00	0.00	0.00	
Delinquent Utilities	0.00	0.00	0.00	
Woodland Tax	0.00	0.00	0.00	N
Private Forest	0.00	0.00	0.00	
Managed Forest	0.00	0.00	0.00	
Sub Total			0.00	
Interest		0.00	0.00	
Penalty		0.00	0.00	
Total	2,085.76	2,085.76	0.00	

KEY
N = No Balance
P = Postponed
D = Delinquent

PAYMENT HISTORY:

Date	Receipt # / Batch #	Source	Tax	SP Asmt	Other	Interest	Penalty	Total Paid	Over Paid
			Status		Notes				
12/01/2016	0		108.55	0.00	0.00	0.00	0.00	108.55	0.00
		Lottery							
12/22/2016	806		1,888.66	197.10	0.00	0.00	0.00	2,085.76	0.00
	211005	Municipality			UNITED BANK #13791 JER M				

2015 Real Estate Tax Summary

07/19/2017 03:08 PM

Parcel #: 22808-0613-60061615
Alt. Parcel #: 211-0672

CITY OF CHIPPEWA FALLS
CHIPPEWA COUNTY, WISCONSIN

Tax Address:
BOBBY G & MEGAN D POSTLE
29 E SPRUCE ST
CHIPPEWA FALLS WI 54729

Owner(s): O = Current Owner, C = Current Co-Owner
O - POSTLE, BOBBY G & MEGAN D

Districts: SC = School, SP = Special

Type	Dist #	Description
SC	1092	CHIPPEWA FALLS SD
SP	0100	CHIPPEWA VALLEY TECHNICAL
SP	BID1	BID 1

Property Address(es): * = Primary
* 29 E SPRUCE ST

Legal Description: **Acres:** 0.180
ALLEN'S ADDITION LOT 15 BLK 16 MAP 6-2

Parcel History:

Date	Doc #	Vol/Page	Type
	823246	/	
	707829	/	
	616016	/	

Plat: * = Primary
* 6006-ALLEN'S ADDITION

Tract: (S-T-R 40¼ 160¼ GL)
06-28N-08W

Block/Condo Bldg:
LOT 15

Tax Bill #: 39792

Land Value	24,600
Improve Value	70,500
Total Value	95,100
Ratio	0.9769
Fair Mrkt Value	97,400

Net Mill Rate	0.021589993
Gross Tax	2,193.48
School Credit	140.26
Total	2,053.22
First Dollar Credit	58.90
Lottery Credit 1 Claim	95.15
Net Tax	1,899.17

Installments

	End Date	Total
1	01/31/2016	1,003.92
2	07/31/2016	1,099.06

	Amt Due	Amt Paid	Balance
Net Tax	1,899.17	1,899.17	0.00
BID Special Assmnt	203.81	203.81	0.00
Special Chrg	0.00	0.00	0.00
Delinquent Chrg	0.00	0.00	0.00
Private Forest	0.00	0.00	0.00
Woodland Tax	0.00	0.00	0.00
Managed Forest	0.00	0.00	0.00
Prop. Tax Interest		0.00	0.00
Spec. Tax Interest		0.00	0.00
Prop. Tax Penalty		0.00	0.00
Spec. Tax Penalty		0.00	0.00
Other Charges	0.00	0.00	0.00
TOTAL	2,102.98	2,102.98	**0.00**

Payment History: (Posted Payments)

Date	Receipt #	Type	Amount
12/22/2015	812	T	2,102.98

Key: Payment Type: A - Adjustment, R - Redemption, T - Tax

STRAND
ASSOCIATES®

Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608-251-4843
(F) 608-251-8655

June 27, 2017

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

Attention: Mr. Richard Rubenzer, P.E., Director of Public Works, City Engineer, Utilities Manager

Re: Agreement for General Services
Aeration Blower Replacement Study

This is an Agreement between the City of Chippewa Falls, Wisconsin, hereinafter referred to as OWNER, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER, to provide engineering services (Services) for the Aeration Blower Replacement Study project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

1. Conduct an on-site project kickoff meeting at OWNER's wastewater treatment plant (WWTP) to gather site-specific information and discuss the project scope and schedule.

2. Update the design criteria for the activated sludge treatment system by adding recent data to data previously analyzed for the ENGINEER-prepared 2013 Biosolids Planning Study Report.

3. Develop an engineering report for submittal to Wisconsin Department of Natural Resources (WDNR) for rerating the organic capacity of the WWTP to reflect current and future conditions. Influent load projections will be based on population projections from the Wisconsin Department of Administration.

4. Review alternative blower technologies for potential replacement of one or more of the existing positive displacement blowers. Evaluation will be based on total present worth analyses taking into account both capital costs and operation and maintenance costs over a 20-year life cycle.

5. Review potential changes to aeration instrumentation and controls with the goal of improving operation and reducing energy use.

6. Provide alternatives and opinion of probable construction cost for improvements in a draft report to OWNER.

7. Conduct a review meeting at the WWTP to discuss report conclusion and OWNER's comments.

8. Revise the report, as appropriate, based on OWNER's comments.

9. Submit final report to OWNER.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.

2. Bidding- and Construction-Related Services: Bidding- and construction-related services for the project will require a separate agreement with OWNER.

3. Drawings and Specifications: Final design services including drawings and specifications, if provided by ENGINEER, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.

4. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.

5. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.

6. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.

7. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

Compensation

OWNER shall compensate ENGINEER for Services on an hourly rate basis plus expenses an estimated fee of $12,000.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of June 26, 2017. Services are scheduled for completion on September 15, 2017.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.

2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.

3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.

4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.

5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.

6. Provide all legal services as may be required for the development of this project.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.

2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.

3. If there is a modification of WDNR requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder.

OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:		OWNER:	
STRAND ASSOCIATES, INC.®		CITY OF CHIPPEWA FALLS	
Matthew S. Richards Corporate Secretary	Date	Mr. Richard J. Rubenzer, P.E., Director of Public Works, City Engineer, Utilities Manager	Date

STRAND
ASSOCIATES®

Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608-251-4843
(F) 608-251-8655

July 21, 2017

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

Attention: Mr. Richard J. Rubenzer, P.E., Director of Public Works, City Engineer, Utilities Manager

Re: Amendment No. 1 to the May 4, 2017, Agreement for General Services
Control Building Heating, Ventilation, and Air Conditioning Improvements

This is Amendment No. 1 to the referenced Agreement.

Under **Scope of Services,**

ADD the following before Item No. 1:

"Design Services"

ADD the following after Item No. 11:

"Construction-Related Services

1. Review contractor-provided shop drawing submittals.

2. Review requests for information from contractor, develop requests for quotation, and change orders for OWNER, if necessary.

3. Provide a final site visit at 100 percent construction completion to develop a list of items to be completed or corrected by contractor. ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over contractor's work and will not be responsible for contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for contractor's failure to perform work in accordance with the Contract Documents.

4. Provide Record Drawings in hard copy and electronic format based on information compiled from contractor's records. ENGINEER will provide drafting Services only for Record Drawings based on the records presented to ENGINEER by contractor and OWNER. ENGINEER will not be liable for the accuracy of the Record Drawing information provided by contractor and OWNER."

Under **Service Elements Not Included,** DELETE Item No. 3 in its entirety.

Under **Compensation,** CHANGE $32,000 to "$50,000."

Under **Schedule,** CHANGE August 30, 2017, to "April 30, 2018."

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:	OWNER:
STRAND ASSOCIATES, INC.®	CITY OF CHIPPEWA FALLS
Matthew S. Richards Corporate Secretary	Date
Mr. Richard J. Rubenzer, P.E., Director of Public Works, City Engineer, Utilities Manager	Date

Chippewa Falls WWTP Control Building

Estim. Date: 7/14/2017

Print Date: 8/8/2017

OPINION OF CONSTRUCTION COST

Item Description	Quantity					Equipment Purchase Total	Structural Install	Mech Install	Electrical Install	
Demolition										
Removal of old HVAC and ductwork	1	LS	$15,000			$15,000				$15,000
HVAC										
EF-3, EXP motor	1	EA	$2,900			$2,900		$4,350		$7,250
EF-4, EXP motor	1	EA	$2,600			$2,600		$3,900		$6,500
MAU-1	1	EA	$16,000			$16,000		$32,000		$48,000
MAU-2	1	EA	$12,000			$12,000		$24,000		$36,000
RTU-1, heresite coated coils	1	EA	$16,000			$16,000		$32,000		$48,000
RTU-2, heresite coated coils	1	EA	$23,000			$23,000		$46,000		$69,000
VAV Boxes	6	EA	$500			$3,000		$6,000		$9,000
Ductwork - galvanized	2,000	LBS	$6			$12,000		$24,000		$36,000
Ductwork - stainless steel	500	LBS	$8			$4,000		$8,000		$12,000
Supply/Return Grilles	10	EA	$800			$8,000		$12,000		$20,000
Natural gas piping - 1"	150	LF	$15			$2,250		$3,375		$5,625
Actuators/Dampers	5	EA	$500			$2,500		$3,750		$6,250
Controls	1	LS	$45,000			$45,000				$45,000
T&B and Certification	1	LS	$15,000			$15,000				$15,000
Equipment Identification	1	EA	$1,500			$1,500				$1,500
Electrical										
Conduit and Wire and MCC	1	LS			$45,000				$45,000	$45,000
Structural										
Sawcutting/Reinforcing	1	LS		$30,000			$30,000			$30,000
Subtotal										
Contractor Supervision and Fees (5%)										$22,800
Contingency (10%)										$47,800
TOTAL PROJECT COST			$150,800	$30,000	$45,000	$180,800	$30,000	$199,400	$45,000	$475,200

PARKS, RECREATION & FORESTRY BOARD MEETING
Tuesday, August 8, 2017

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

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

   Staff present: Dick Hebert, Kevin Sweeney and Joshua Kriesel.

2. Approval of July 11, 2017, Minutes: **Motion by Berg/Hoekstra to approve July 11, 2017, minutes. Motion carried.**

3. Personal Appearances By Citizens. Mike Houle is present to discuss the Board's concerns about Party in the Park sponsored by Valley Vineyard Church. This is an annual event that the Board has indicated may be getting too large to be held in Irvine Park in the future. Mike indicates they do not anticipate growth as it has levelled off the past three years. They surveyed this year's participants and found that 2/3rd of were already in Irvine Park and did not come solely for this event. The Board expressed concerns about the impact of this and other large events on others using Irvine Park at the same time, such as issues with parking. This was addressed this year by having the group's participants parking at the Marshall Park lot as well as by having staff reserve parking spots near shelters reserved by others. It was discussed that Marshall Park may be a good alternative for next year's event.

4. Discuss / Consider Special Event Applications: The Fall Frolic Trail Run & Walk will be held on 09/16/17 at Flag Hill/Loretta Cutsforth from 10:30 to 1:00 p.m. This has been held annually. **Motion by Berg/Seckora to approve special event application renewal as presented. Motion carried.**

5. Discuss/Consider:

   a. Discuss Erickson Park Improvement Project. Ron Bakken is present for Fish Chippewa!. The Financial Report is reviewed. Currently, there is $417,496.63 left to raise. There is discussion about the grant deadlines. Dick and Ron indicate the grant deadlines can be extended. Fish Chippewa! plans to have all cash and/or pledges by the time bids are approved. Construction is estimated to start in the spring of 2018 and completed by the fall. There was a question regarding the Ice Making Days on Glen Loch Memorial. Ron indicated that he has asked the Historical Society to assist with coming up with something to memorialize the historical significance of ice making on Glen Loch.

      The Amendment to Agreement #3 is reviewed. This is $29,800.00 for Ayres' services for the FEMA application for a Conditional Letter of Map Revision (CLOMR). Additionally, the agreement includes design and preparation of structural plans for a boardwalk at the north end of the Duncan Creek pedestrian bridge. Discussed using a general contractor instead of a construction manager, warranties, and that the bridge would be constructed first. **Motion by Berg/Muenich to approve the Amendment to Agreement as presented with the following stipulations: 1) Amendment**

is signed when the money is received from the Special Friends, and 2) that the Amendment be reviewed by the City Attorney. Motion carried.

b. Discuss Irvine Park Welcome Center. Dick Hebert discussed final security issues. When there is a night seasonal employee working (early May to early November), the hours of the Welcome Center are 10 a.m. to 7 p.m. It is open from 10 a.m. to 3 p.m. during the other months of the year, except for Christmas Village when it is open special hours. There was discussion regarding staffing as well as the various artifacts owned, their location, and what needs to be done to get them displayed in the Welcome Center. Heidi Hoekstra volunteered to review the list of artifacts and categorize them. Beth discussed the donor wall. She is interested in incorporating a timeline into the wall and including not only donors but also important events and honoring longtime employees. She will spearhead this effort.

c. Recreation Report. Josh Kriesel indicates it is getting to the end of the summer season; pool will be closing August 20. Good sign up for the pickle ball tournament for the Pure Water Days/Leinie's 150th Anniversary; there will be a food truck there from 10-2. Soccer will be starting in Sept. He is working on fall seasons and Run for the Lights.

d. Director Report. Dick Hebert reports that the pasture animals are being moved around so that they can spray for the less desirable vegetation. They are being mindful of what chemicals are being used. Phase 2 of Chippewa Riverfront Park will be starting soon. The basketball court at the Flats Park was paved and the pipe was installed. Funds are being sought to complete the project. Dick indicates that the Forestry grant deadline for the ash borer was extended to the end of the year. The community outreach portion needs to be completed; Dick will be working on that.

6. Approve Claims. Claims reviewed. **Motion by Arneberg/Hoekstra to approve claims of $47,967.90. Motion carried.**

7. Park Board Members' Concerns or Comments. Having the ski bridge completed before winter was brought up as a concern. Dick will check wtih CBS Squared.

8. Adjournment. **Motion by Muenich/Stowell to adjourn at 7:26 p.m. Motion carried.**

Submitted by:

Audrey Stowell, Secretary

Minutes of the
Meeting of the Chippewa Falls Public Library Board of Trustees
July 12, 2017

1. Call to Order
Meeting was called to order by Board President Sarah Jones at 5:00 p.m.

2. Roll Call of Members
Members Present: Ambelang, Hoekstra, Jones, King, Rasmus
Member Absent: Newton, Pamperin
Others Present: Director Joe Niese; Confidential Administrative Assistant Deb Braden

3. Approval of Agenda
Motion by Hoekstra seconded by King to approve the agenda. All present Voting Aye. Motion carried.

4. Disposition of the minutes of the regular meeting of June 14, 2017.
Motion made by Hoekstra seconded by Rasmus to approve the minutes of the regular meeting of June 14, 2017. All present Voting Aye. Motion carried.

5. Disposition of the vouchers to be paid from the 2017 budget after July 18, 2017.
Motion made by King seconded by Ambelang to approve payment of the vouchers to be paid from the 2017 budget after July 18, 2017. Roll call Vote take. Aye – Ambelang, Hoekstra, Jones, King, Rasmus. All present Voting Aye. Motion carried.

6. Public appearances by citizens.
None

7. Correspondence
Talked about the article in the Chippewa Herald about Children's Services Director Jessi Peterson.

8. Management report
Director Niese presented the Management Report. He talked about highlights from the report. The Library staff and the Friends of the Library served Agnes Table in June. They are talking about making this an annual outreach to the community. The discussion on the roof of the Library continues. The City will be starting the bidding process soon. The Library will be getting new security cameras In the next couple of months. The County will be the administrator of the cameras.

9. Committee reports
a) None

10. Current Business
a) Naming Meeting Rooms
Discussion was done with a decision on the naming of the Meeting Rooms being made next month. One option will be further investigated and shared with the board at the next meeting. The Wissota Room was the name tentatively decided for the small meeting room.

11. Announcements
a) Signs will be up next month for the no smoking/no loitering.

b) Wisconsin Trustee Training Week 2017 is coming up August 21-25th. All interested should register online.

12. Items for future consideration.

a) Diane Bergeron, Head of Circulation will present in August
b) Discussed looking at a program at a bar similar to what some other libraries do.
c) Discussion of voicing a united stand about funding for libraries.
d)

13. Adjournment

Motion made to adjourn by Rasmus seconded by King. All present Voting Aye. Motion carried. Meeting adjourned at 5:33 p.m.

Respectfully Submitted,
Deb Braden, Confidential Administrative Assistant

CITY OF CHIPPEWA FALLS
STREET USE PERMIT APPLICATION

RECEIVED
JUL 25 2017
City Clerk
City of Chippewa Falls
By

Applicant Name and Address:	Applicant Phone Number:
Chippewa Falls Music Association, Ltd., 735 Terrill St., Chippewa Falls, WI, 54729	715-214-5029

☐ 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:
Annalie Thies, President, CFMA 19287 67th Ave., Chippewa Falls, WI 54729 715-214-5029	Chippewa Falls Music Association, Ltd. 735 Terrill St. Chippewa Falls, WI 54729

Name of the event:	Estimated number of persons participating:
Music Along the Chippewa - Marching Band Competition	2,000

Date and start and end times requested for street use:

October 7th, 2017 - approximately 1:30pm - 10:00pm

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)

Barricades and cones - to supplement what 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.**

Annalie Thies, President CFMA — Signature of Applicant

July 25, 2017 — Date

OFFICE USE ONLY

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

None from CFPD. 105.

Requirements of Applicant: CFMA to pick up any traffic control (cones and barricades) prior to 1pm, October 6, 2017 and return on October 9, 2017 to City Street Department at 45 Bjork - Riverside Drive. RJR

Approved by:

Signature of Chief of Police

Richard S. Rubeyor PE, August 1, 2017 — 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 7th, 2017

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:	Applicant Phone Number:
Sue thomas 1544 293rd ave Chippewa Falls	715-723-8763

☒ 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: Sue thomas 715-723-8763 1544 293rd ave Chippewa Falls WI 54729
Name of the event: Happy tails dog park dog swim	Estimated number of persons participating: 75 People each day

Date and start and end times requested for street use:

Aug 28 + 29 2017. 4:00PM to 7:00PM both days

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

Bernard F Willi Community Pool

Use, described in detail, for which the street use permit is requested:

allow dogs to swim in the Pool

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.**

Sue thomas — Signature of Applicant

7-19-2017 — Date

OFFICE USE ONLY

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

None from CFPD [illegible] 105

Requirements of Applicant:

No public works service reqd. [illegible]

Approved by:

[signature] — Signature of Chief of Police

Richard J. Rebeyn PE, August 1, 2017 — Signature of Director of Public Works

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

Decision of City Council (required): ☐ Approved ☐ Denied

CITY OF CHIPPEWA FALLS
STREET USE PERMIT APPLICATION

RECEIVED
AUG 4 2017
City Clerk
City of Chippewa Falls
By

Applicant Name and Address:	Applicant Phone Number:
Teri Ouimette, 514 N. Bridge St. Chippewa Falls	(715) 723-6606

☐ Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: Chippewa Falls Main Street (same as above)
Name of the event: Paint the Town Pink	Estimated number of persons participating: 500-600

Date and start and end times requested for street use:
October 5, 2017 3-7 p.m.

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
Parking spots in front of 315 N. Bridge St.
400 & 500 blocks of N. Bridge St. to be closed off (with cross streets open)

Use, described in detail, for which the street use permit is requested:
315 N. Bridge = mobile mammography unit
400 & 500 blocks = car show

City services requested for the event (e.g., Street Department or Police Department staff time)
8 barricades to block off streets & keep cross roads open. (see map)

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

Signature of Applicant — Date: 8/1/17

OFFICE USE ONLY

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

NOTHING from CFPD. $105

Requirements of Applicant: Pick up any necessary traffic control (Cones or barricades) at the city garage @ #5 Bjork-Riverside Drive prior to 1pm on October 4, 2017 and return on October 6, 2017. RGR

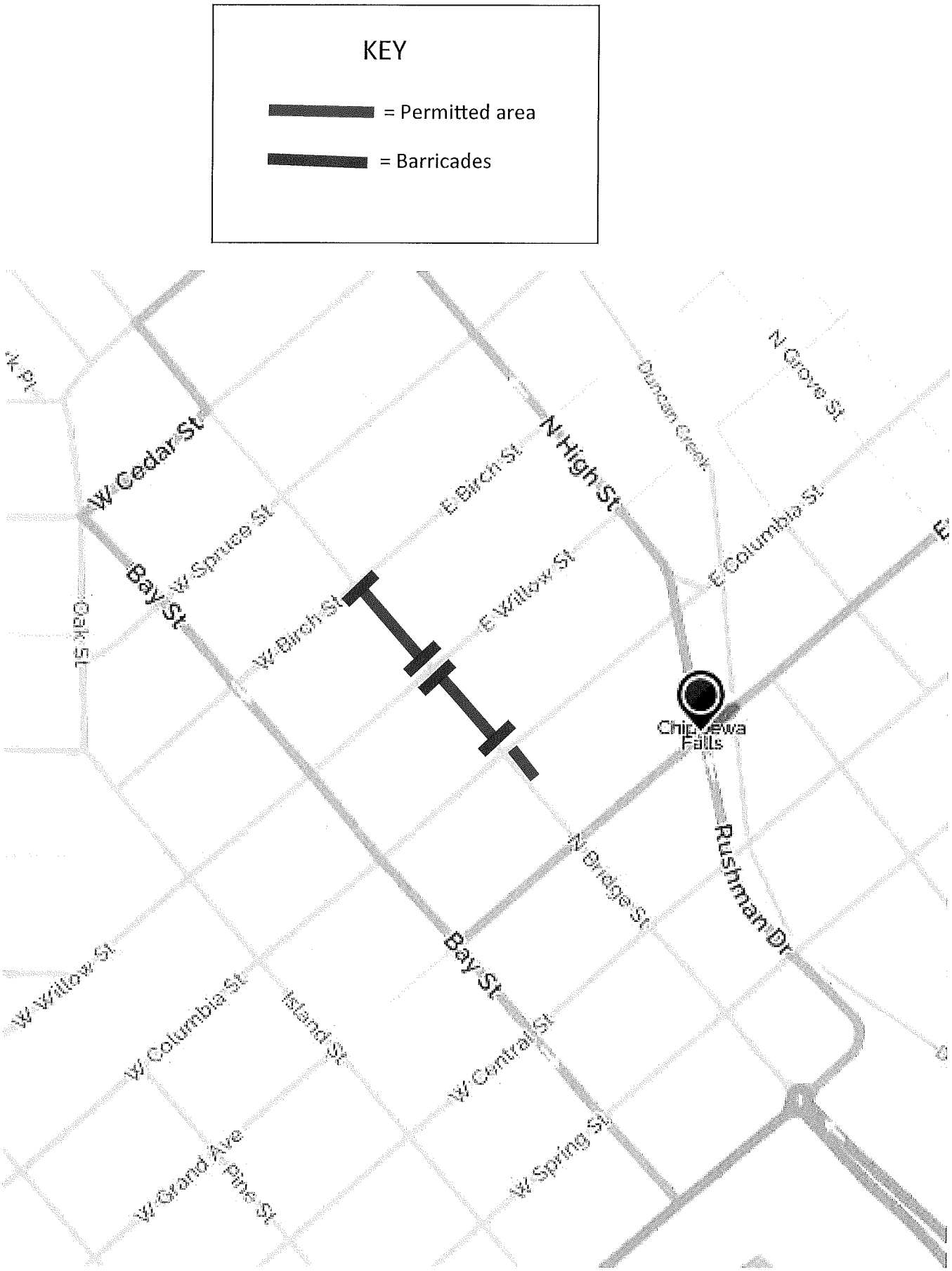
Approved by:

Signature of Chief of Police

Signature of Director of Public Works: Richard J. Rubeya PE 8/8/2017

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

Decision of City Council (required): ☐ Approved ☐ Denied


KEY
= Permitted area
= Barricades
W Cedar St
W Spruce St
W Birch St
Bay St
Oak St
E Birch St
N High St
E Willow St
Duncan Creek
N Grove St
E Columbia St
Chippewa Falls
Rushman Dr
N Bridge St
Bay St
W Willow St
W Columbia St
Island St
W Central St
W Grand Ave
Pine St
W Spring St

APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

Name of Applicant:	Address of Applicant:	
John A Turbyne	1121 North St. C.F. WI	
Name of Premises to be Licensed:	**Address of Premises:**	**Date(s) of Event (Class "E" Licenses only):**
Chippewa Falls Senior Ctr.	1000 E grand. C.F. WI	8/17/17
Class of License Applied for:	**Class "A" Annual [ ]**	**$125.00**
	Class "B" Annual [ ]	**$80.00**
	Class "C" Annual [ ]	**$30.00**
	Class "D" Annual [ ]	**$25.00**
	Class "D" If holder of Class "C" [ ]	**$10.00**
	Class "E" [X]	**$10.00/day**
	Live Music Annual [ ]	**$30.00**
	Juke Box [ ]	**$30.00 (annual)**

EXCERPT FROM MUNICIPAL CODE 12.04 (3) DANCES

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

I have read and understand the above.

John A Turbyne
Signature of Applicant

8-8-17
Date

PAID
CITY OF CHIPPEWA FALLS
AUG 08 2017
CITY TREASURER
TR # 53322

Attest: Bridget Muens
City Clerk/Deputy Clerk

Date of Council Approval: _____

License No.: _____

NON-COMMERCIAL KENNEL LICENSE APPLICATION

PAID
CITY OF CHIPPEWA FALLS
JUL 18 2017
CITY TREASURER
TR # 53151

Complete this application and submit it, along with a legible photocopy of the following:

- Current Rabies Vaccination Certificate (required)
- Certificate of Spay or Neuter (if applicable)
- Proof of Dog/Cat License from the City of Chippewa Falls Police Department

Fee:. ***$25 Payable to the City of Chippewa Falls***

OWNER INFORMATION – PLEASE PRINT CLEARLY

DUSTIN — First Name
MILLER — Last Name
301 East Greenville Street — Address
715-514-9547 — Telephone Number
D J W Mc — Signature of Applicant
5/19/17 — Date

ANIMAL (1)

ABI — Pet's Name
M — Sex ☐ spayed ☒ neutered ☐ unaltered
Chinese Crested — Breed
Fawn — Color(s)
12/13/16 — Rabies Vaccination Date
12/13/19 — Rabies Expiration Date

ANIMAL (2)

Sazqi — Pet's Name
M — Sex ☐ spayed ☒ neutered ☐ unaltered
Chinese Crested — Breed
Charcoal/White — Color(s)
4/14/16 — Rabies Vaccination Date
4/14/19 — Rabies Expiration Date

ANIMAL (3)

Mac — Pet's Name
M — Sex ☐ spayed ☒ neutered ☐ unaltered
Chinese Crested — Breed
Brown — Color(s)
8/25/16 — Rabies Vaccination Date
8/25/17 — Rabies Expiration Date

ANIMAL (4)

Amy — Pet's Name
F — Sex ☒ spayed ☐ neutered ☐ unaltered
Chinese Crested — Breed
TRI — Color(s)
8/25/16 — Rabies Vaccination Date
8/25/17 — Rabies Expiration Date

ANIMAL (5)

Pet's Name
Sex ☐ spayed ☐ neutered ☐ unaltered
Breed
Color(s)
Rabies Vaccination Date
Rabies Expiration Date

ANIMAL (6)

Pet's Name	Sex	☐ spayed ☐ neutered ☐ unaltered	Breed	Color(s)

Rabies Vaccination Date	Rabies Expiration Date

WRITTEN RECOMMENDATION OF POLICE DEPARTMENT

See Attached.

Signature of Police Chief	Date
[signature]	07-31-17

TO BE COMPLETED BY CLERK

Date rcv'd & filed w/municipal clerk	Date routed to Police Department	Date reported to Council
7/18/17	7/18/17	8/15/17
Signature of Clerk/Deputy Clerk		**Date license issued**
Bridget Nieves		

IMPORTANT NOTICES

All dogs over 5 months of age are required to be vaccinated against rabies and licensed. Failure to license may result in a citation and/or fine.

All applicants should read and be familiar with Chippewa Falls Municipal Code Section 12.11 relative to animal care and licenses.

NON-COMMERCIAL KENNEL LICENSE APPLICATION

Written Recommendation of Police Department

I recommend that this license be APPROVED.

On Friday, July 28th, 2017 at 1315 hours Sgt. Boos met with Dustin and his wife at their residence at 301 E Greenville St. They applied for the non-kennel license for their four Chinese Crested dogs (small hairless dogs that weigh approx. 7-14 lbs). The Millers identified the "kennel" as the interior of their residence, meaning that the dogs are inside for most of the day. The residence itself was very clean, organized, and overall well maintained. They have four small travel cages that the dogs are confined to when they are not home. The outside of the residence is also well maintained. The dogs are allowed outside and unleashed in the backyard, which is fully fenced in, preventing the dogs from running at large.

The dogs themselves appeared very well taken care of. The dogs are taken for walks daily and Sgt. Boos observed proper food and water accessible for the dogs inside the residence. In speaking with the Millers at length it was obvious that they care very deeply for their dogs and consider them as their "kids."

In conclusion, Sgt. Boos found no concern with the Millers owning four dogs at the residence. It was clear that they are more than capable of handling the responsibilities and chores of having four dogs. The Millers were very friendly and easy to talk with.

07-31-17

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

Applicant's WI Seller's Permit No.: FEIN Number: [redacted]

LICENSE REQUESTED	
TYPE	FEE
☐ Class A beer	$
☐ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$
TOTAL FEE	$

For the license period beginning _____ 20 ____;
ending JUNE 30 20 18

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☑ City of CHIPPEWA FALLS

County of CHIPPEWA Aldermanic Dist. No. ____ (if required by ordinance)

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ LIMITED LIABILITY COMPANY ☑ CORPORATION/NONPROFIT ORGANIZATION
   hereby makes application for the alcohol beverage license(s) checked above.
2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ Sakura WI, Inc

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	Liwei Liu	3208 Tiburon Dr	Eau Claire WI 54701
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent ▶	Liwei Liu		
Directors/Managers			

3. Trade Name ▶ Sakura Business Phone Number 715 726-2222
4. Address of Premises ▶ 360 Chippewa Mall Dr Post Office & Zip Code ▶ CF
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☒ Yes ☒ No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 03-14 of registration.
   (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
   (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No

   (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Restaurant, Bar, Cooler & Kitchen
10. Legal description (omit if street address is given above): Sakura WI, INC
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No
    (b) If yes, under what name was license issued? Sakura WI, INC
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5d) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this _____ day of JUL 5 2017, 20 ____

Julia Marshall
(Clerk/Notary Public)

My commission expires _____

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
7-5-17			B Guiens
Date license granted	**Date license issued**	**License number issued**	

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning _____ 20 _____;
ending JUNE 30 20 18

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☑ City of } CHIPPEWA FALLS

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

Applicant's WI Seller's Permit No. | FEIN Number
[redacted]

LICENSE REQUESTED ▶	
TYPE	FEE
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$
TOTAL FEE	$

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ Blue Marble Pub llc

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

Title	Name	Home Address	Post Office & Zip Code
President/Member Owner	Heather Marble	4688 138th St	Chippewa 54729
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent ▶ Heather Marble			
Directors/Managers			

3. Trade Name ▶ Blue Marble Pub llc Business Phone Number 715 861 5473
4. Address of Premises ▶ 916 N High Street Chippewa Post Office & Zip Code ▶ 54729
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 2015 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Served at tables + bar Stored under bar + walk in
10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No
(b) If yes, under what name was license issued? Blue Marble Pub llc
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5d) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

SUBSCRIBED AND SWORN TO BEFORE ME
this _____ day of JUL 5, 2017, 20 ____

Heather M Marble
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

Julie Mundell
(Clerk/Notary Public)

My commission expires _____

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 7-5-17	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk B Owens
Date license granted	Date license issued	License number issued	

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

Applicant's WI Seller's Permit No.: [redacted] FEIN Number: [redacted]

LICENSE REQUESTED ▶	
TYPE	FEE
☐ Class A beer	$
☐ Class B beer	$
☐ Class C wine	$
☒ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor alm	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$
TOTAL FEE	$

For the license period beginning _____ 20 ____;
ending June 30 20 18

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☑ City of CHIPPEWA FALLS

County of CHIPPEWA Aldermanic Dist. No. ____ (if required by ordinance)

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ LIMITED LIABILITY COMPANY ☑ CORPORATION/NONPROFIT ORGANIZATION hereby makes application for the alcohol beverage license(s) checked above.
2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ Micon Cinemas Inc.

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

	Title	Name	Home Address	Post Office & Zip Code
President/Member	President	Michael B Olson	2821 134th St.	Eau Claire WI 54703
Vice President/Member	Vice President	Constance Olson	2821 134th St.	Eau Claire WI, 54703
Secretary/Member				
Treasurer/Member				
Agent ▶	Daniel M. Olson		3218 Eddy Lane	Eau Claire WI 54703
Directors/Managers				

3. Trade Name ▶ Micon Cinemas 8 Business Phone Number 715-720-2291
4. Address of Premises ▶ 475 Chippewa Mall Dr. Ste. 215 Post Office & Zip Code ▶ Chippewa Falls WI 54729
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 2004 of registration.
   (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
   (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No

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

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

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 11 day of July, 20 17

KRISTEN A. LEACH NOTARY PUBLIC STATE OF WISCONSIN

(Clerk/Notary Public)

My commission expires 01/27/19

Michael B. Olson
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

Constance M. Olson
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

Brigdet Givens 7/20/17
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	B Givens

ORDINANCE NO. 2017- 12

AN ORDINANCE AMENDING SECTION, § 17.29 C-2 GENERAL COMMERCIAL DISTRICT AND SECTION, § 17.31 C-4 HIGHWAY COMMERCIAL DISTRICT OF THE CITY OF CHIPPEWA FALLS MUNICIPAL CODE, CHIPPEWA FALLS, WISCONSIN

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

1. That § 17.29 (5) of the Chippewa Falls Municipal Code be amended to include as follows:

17.29 C-2 General Commercial District

•••

(5) PERMITTED USES

(i) Interior unit self-service storage facility consisting of a building with all units having an access door from an interior hallway. There shall be a separate secure 24 hour access entrance to interior units. Operations shall include a retail store front of related commercial activity.

2. That § 17.31 (5) of the Chippewa Falls Municipal Code be amended to include as follows:

17.31 C-4 Highway Commercial District

•••

(5) PERMITTED USES

(n) Interior unit self-service storage facility consisting of a building with all units contained within that building and all units having an access door from an interior hallway. There shall be a separate, secure 24 hour access entrance to interior units. Operations shall include a retail store front of related commercial activity.

DATED this 15th day of August, 2017.

FIRST READING: August 1, 2017

SECOND READING: August 15, 2017

ADOPTED: _____

_____
Council President

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

PUBLISHED: _____

Ordinance No. 2017-13

AN ORDINANCE ESTABLISHING THE WIDTH OF PAVEMENT ON POND STREET (Bridge St. to High St.) AT 26 FEET FACE TO FACE OF CURBS

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

1. That Section 8.01 (2) (i) 15. a) be and is hereby created to read as follows:

   15. The roadway width shall be 26 feet face to face of curbs on the following streets:
   a) Pond Street – (Bridge St. to High St.)

2. That this Ordinance shall take effect upon passage and publication.

Dated this 5th day of September, 2017.

1st READING: August 15, 2017

2nd READING: September 5, 2017

ADOPTED:_____ _____
Council President

APPROVED:_____
Mayor

ATTEST:_____
City Clerk

PUBLISHED:_____

STRAND
ASSOCIATES®

Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608-251-4843
(F) 608-251-8655

June 27, 2017

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

Attention: Mr. Richard Rubenzer, P.E., Director of Public Works, City Engineer, Utilities Manager

Re: Agreement for General Services
Aeration Blower Replacement Study

This is an Agreement between the City of Chippewa Falls, Wisconsin, hereinafter referred to as OWNER, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER, to provide engineering services (Services) for the Aeration Blower Replacement Study project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

1. Conduct an on-site project kickoff meeting at OWNER's wastewater treatment plant (WWTP) to gather site-specific information and discuss the project scope and schedule.

2. Update the design criteria for the activated sludge treatment system by adding recent data to data previously analyzed for the ENGINEER-prepared 2013 Biosolids Planning Study Report.

3. Develop an engineering report for submittal to Wisconsin Department of Natural Resources (WDNR) for rerating the organic capacity of the WWTP to reflect current and future conditions. Influent load projections will be based on population projections from the Wisconsin Department of Administration.

4. Review alternative blower technologies for potential replacement of one or more of the existing positive displacement blowers. Evaluation will be based on total present worth analyses taking into account both capital costs and operation and maintenance costs over a 20-year life cycle.

5. Review potential changes to aeration instrumentation and controls with the goal of improving operation and reducing energy use.

6. Provide alternatives and opinion of probable construction cost for improvements in a draft report to OWNER.

7. Conduct a review meeting at the WWTP to discuss report conclusion and OWNER's comments.

8. Revise the report, as appropriate, based on OWNER's comments.

9. Submit final report to OWNER.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.

2. Bidding- and Construction-Related Services: Bidding- and construction-related services for the project will require a separate agreement with OWNER.

3. Drawings and Specifications: Final design services including drawings and specifications, if provided by ENGINEER, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.

4. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.

5. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.

6. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.

7. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

Compensation

OWNER shall compensate ENGINEER for Services on an hourly rate basis plus expenses an estimated fee of $12,000.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of June 26, 2017. Services are scheduled for completion on September 15, 2017.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.

2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.

3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.

4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.

5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.

6. Provide all legal services as may be required for the development of this project.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.

2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.

3. If there is a modification of WDNR requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder.

OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:		OWNER:	
STRAND ASSOCIATES, INC.®		CITY OF CHIPPEWA FALLS	
Matthew S. Richards Corporate Secretary	Date	Mr. Richard J. Rubenzer, P.E., Director of Public Works, City Engineer, Utilities Manager	Date

STRAND ASSOCIATES®

Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608-251-4843
(F) 608-251-8655

July 21, 2017

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

Attention: Mr. Richard J. Rubenzer, P.E., Director of Public Works, City Engineer, Utilities Manager

Re: Amendment No. 1 to the May 4, 2017, Agreement for General Services
Control Building Heating, Ventilation, and Air Conditioning Improvements

This is Amendment No. 1 to the referenced Agreement.

Under **Scope of Services,**

ADD the following before Item No. 1:

"Design Services"

ADD the following after Item No. 11:

"Construction-Related Services

1. Review contractor-provided shop drawing submittals.

2. Review requests for information from contractor, develop requests for quotation, and change orders for OWNER, if necessary.

3. Provide a final site visit at 100 percent construction completion to develop a list of items to be completed or corrected by contractor. ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over contractor's work and will not be responsible for contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for contractor's failure to perform work in accordance with the Contract Documents.

4. Provide Record Drawings in hard copy and electronic format based on information compiled from contractor's records. ENGINEER will provide drafting Services only for Record Drawings based on the records presented to ENGINEER by contractor and OWNER. ENGINEER will not be liable for the accuracy of the Record Drawing information provided by contractor and OWNER."

Under **Service Elements Not Included,** DELETE Item No. 3 in its entirety.

Under **Compensation,** CHANGE $32,000 to "$50,000."

Under **Schedule,** CHANGE August 30, 2017, to "April 30, 2018."

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:	OWNER:
STRAND ASSOCIATES, INC.®	CITY OF CHIPPEWA FALLS
Matthew S. Richards Corporate Secretary	Date
	Mr. Richard J. Rubenzer, P.E., Director of Public Works, City Engineer, Utilities Manager
	Date

Chippewa Falls WWTP Control Building

Estim. Date: 7/14/2017

Print Date: 8/8/2017

OPINION OF CONSTRUCTION COST

Item Description	Quantity					Equipment Purchase Total	Structural Install	Mech Install	Electrical Install	
Demolition										
Removal of old HVAC and ductwork	1	LS	$15,000			$15,000				$15,000
HVAC										
EF-3, EXP motor	1	EA	$2,900			$2,900		$4,350		$7,250
EF-4, EXP motor	1	EA	$2,600			$2,600		$3,900		$6,500
MAU-1	1	EA	$16,000			$16,000		$32,000		$48,000
MAU-2	1	EA	$12,000			$12,000		$24,000		$36,000
RTU-1, heresite coated coils	1	EA	$16,000			$16,000		$32,000		$48,000
RTU-2, heresite coated coils	1	EA	$23,000			$23,000		$46,000		$69,000
VAV Boxes	6	EA	$500			$3,000		$6,000		$9,000
Ductwork - galvanized	2,000	LBS	$6			$12,000		$24,000		$36,000
Ductwork - stainless steel	500	LBS	$8			$4,000		$8,000		$12,000
Supply/Return Grilles	10	EA	$800			$8,000		$12,000		$20,000
Natural gas piping - 1"	150	LF	$15			$2,250		$3,375		$5,625
Actuators/Dampers	5	EA	$500			$2,500		$3,750		$6,250
Controls	1	LS	$45,000			$45,000				$45,000
T&B and Certification	1	LS	$15,000			$15,000				$15,000
Equipment Identification	1	EA	$1,500			$1,500				$1,500
Electrical										
Conduit and Wire and MCC	1	LS			$45,000				$45,000	$45,000
Structural										
Sawcutting/Reinforcing	1	LS		$30,000			$30,000			$30,000
Additional										
Contractor Supervision and Fees (5%)										$22,800
Contingency (10%)										$47,800
			$150,800	$30,000	$45,000	$180,800	$30,000	$199,400	$45,000	$475,200