

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, AUGUST 12, 2019 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, August 12, 2019 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, P.E., Alderperson Paul Olson and Darrin Senn. Absent was Finance Manager Lynne Bauer. Also attending were City Planner Brad Hentschel, Larry Johnson and Jim Lowe.

1. **Motion** by Olson, seconded by Rubenzer to approve the minutes of the July 8, 2019 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. **Motion** by Olson, seconded by Senn to move item #3 up on the agenda. **All present voting aye. MOTION CARRIED.**

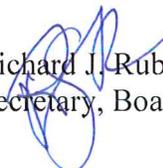
3. Larry Johnson and Jim Lowe appeared to request to renew the attached lease with Chippewa Falls Model Airplane Club for a two acre parcel at the Chippewa Falls Wastewater Utility Farm in the Town of Wheaton at a rate of \$90 per acre per year for a five year term. Director of Public Works Rubenzer stated that the utility also leased farm land to Custer Farms at this location at a rate of \$130 per acre per year. The Board of Public Works discussed this and came to a consensus that this use was different than the agricultural use and that there had been zero complaints by neighbors about the model airplane use.
Motion by Senn, seconded by Olson to renew the lease with Chippewa Falls Model Airplane Club for a two acre parcel at the Chippewa Falls Wastewater Utility Farm in the Town of Wheaton at a rate of \$90 per acre per year for a five year term. **All present voting aye. MOTION CARRIED.**

4. (was #2 on agenda) The Board of Public Works considered four proposals from consultants for rate analysis and preliminary engineering for the Chippewa Mall Drive extension to Chippewa Crossing Boulevard. The proposals were ranked by Director of Public Works Rubenzer, Assistant City Engineer Bill McElroy and City Planner Brad Hentschel. Proposals were ranked on work program (30%), project schedule (10%), previous experience (20%), key personnel and roles (10%) familiarity with local geography, area and project issues (10%), level of effort (10%) and not to exceed fee (10%) (see attached summary sheet). The not to exceed fees which were 10% of the ranking values were \$28,950, \$35,000, \$36,692 and \$78,500. Director of Public Works Rubenzer stated that a copy of each of the four proposals and individual ranking sheets were available for inspection in the engineering department.
Motion by Hoffman seconded by Senn to recommend the Common Council accept the proposal from S.E.H. for the rate analysis and preliminary engineering for the Chippewa Mall Drive extension to Chippewa Crossing Boulevard at a not to exceed price of \$28,950. In addition, that an engineering agreement be considered contingent on Committee #1 approval and recommendation to the Common Council. **All present voting aye. MOTION CARRIED.**

5. (was #4 on agenda) The Board of Public Works considered the attached revised State Municipal Agreement for STH #124, Bay Street form High Street to Bridge Street (WDOT ID#8610-02-04/74/75). Director of Public Works Rubenzer noted that the parking lane pavement and water utilities were added since the first State Municipal Agreement had come before the Board of Public Works. He stated that the water main and appurtenances would be done prior to the project by Water Utility staff.
Motion by Rubenzer, seconded by Senn to recommend the Common Council approve the attached revised State Municipal Agreement for STH #124, Bay Street form High Street to Bridge Street (WDOT ID#8610-02-04/74/75) and authorize Mayor Hoffman to execute the said agreement. **All present voting aye. MOTION CARRIED.**

6. (was #5 on agenda) The Board of Public Works considered the Street Use Permit application from the Chippewa Valley After Hours Rotary for the Oz Run to be held on October 12, 2019. It was noted that there were \$400 of Chippewa Falls Police Department charges for the event and that the event was being held at a new date and by a different sponsor.
Motion by Hoffman, seconded by Olson to recommend the Common Council approve the Street Use Permit application from the Chippewa Valley After Hours Rotary for the Oz Run to be held on October 12, 2019 and to charge the Chippewa Valley After Hours Rotary for the associated city services. **All present voting aye. MOTION CARRIED.**

7. (was #6 on agenda) **Motion** by Senn, seconded by Olson to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:55 P.M.


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

NOTICE OF PUBLIC MEETING

CITY OF CHIPPEWA FALLS, WISCONSIN

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

Board of Public Works: XXX

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

Will be held on **Monday, July 22, 2019 at 5:30 P.M.** in the City Hall Council Chambers, Chippewa Falls, Wisconsin. Items of business to be discussed or acted upon at this meeting are shown on the attached Agenda or listed below:

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

NOTE:

THE BOARD OF PUBLIC WORKS MEETING

FOR

MONDAY, JULY 22, 2019

IS

CANCELLED

DUE TO A LACK OF AGENDA ITEMS.

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

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

CERTIFICATION

I hereby certify that a copy of this Notice was placed in the Chippewa Herald mailbox, 1st floor, City Hall and posted on the City Hall Bulletin Board on Wednesday, July 17, 2019 at 9:00 AM by Mary Bowe.

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, JULY 8, 2019 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, July 8, 2019 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer, Alderperson Paul Olson and Darrin Senn. John Czech Jr., Terry Biddle and Alderperson John Monarski were also present at the meeting.

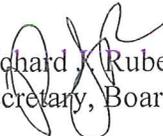
1. **Motion** by Olson, seconded by Bauer to approve the minutes of the June 24, 2019 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board of Public Works considered a draft street privilege permit resolution which would permit encumbrances and ingress and egress access across the alley located in Block 37, Chippewa Falls Plat, City of Chippewa Falls, Wisconsin. Director of Public Works Rubenzer noted that conditions of the resolution are based on Wisconsin State Statute 66.0425. Alderperson Olson suggested the fourth Whereas and condition number 2 be revised so that the property owner of parcel 291 is allowed to construct protection bollards or posts within two feet of the east side (alley side) of the existing house on Parcel 291.
Motion by Senn, seconded by Olson to recommend the Common Council approve the attached Street Privilege Permit Resolution, (note that the attached resolution has already been revised to reflect the Board of Public Works recommended changes. **All present voting aye. MOTION CARRIED.**

3. Terry Biddle appeared to support the request for a Street Use Permit for the Eau Claire Big Rig Truck Show LLC. Mr. Biddle noted that the show was among the largest in the nation. He expressed appreciation for the Northern Wisconsin State Fairgrounds saying it was a gem and also was fine with the charges for City police and public works services for the event. He also noted that a demolition derby would replace the Monster Truck Show at the event which is on August 16, 2019.
Motion by Senn, seconded by Olson to recommend the Common Council approve the attached Street Use Permit for the Eau Claire Big Rig Truck Show to be held on August 16, 2019 at the Northern Wisconsin State Fairgrounds and to charge for City services for the event. **All present voting aye. MOTION CARRIED.**

4. John Czech Jr. appeared to request that the City grant a 35' x 10' access easement to his property located south of Technology Way and west of Cashman Drive in the Town of Lafayette. He stated that he had permission from Chippewa County to raise horses on the approximately thirteen acre parcel and that the City of Chippewa Falls had given him five options for development of the land approximately twenty-five years prior.
He intends to continue raising horses there but anticipates that his son(s) will want to develop the property commercially or residentially after annexing the property to the City of Chippewa Falls in the future.
Motion by Rubenzer, seconded by Olson to recommend the Common Council grant a 35' x 10' access easement to John M. Czech Jr. for access to his property along Technology Way after Mr. Czech's legal representation prepares the easement and City Attorney Ferg reviews and approves the easement. **All present voting aye. MOTION CARRIED.**

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


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

L E A S E

The City of Chippewa Falls, hereinafter called the Lessor, hereby leases to Chippewa Falls Model Airplane Club, hereinafter called the Lessee the real property, hereto, and made a part of this Agreement, on the following terms and conditions.

1. Term of Lease. The term of this Lease shall be for a period of five years commencing January 1, 2016 and ending December 31, 2020.

2. Rent. The Lessee shall pay to the Lessor as rent for the use and possession of the premises the sum of \$ 180.00 per year, payable as follows:

2016 Season -	Paid on 11/12/15.
2017 Season -	The annual fee by December 15, 2016.
2018 Season -	The annual fee by December 15, 2017.
2019 Season -	The annual fee by December 15, 2018.
2020 Season -	The annual fee by December 15, 2019.

Failure to make timely payments of the annual fee shall be considered a default by the Lessee and cause for termination of this lease as indicated in paragraph 17.

It is understood that the annual rental fee is computed based upon \$90.00* per acre per year for two (2) acres.

3. Use Of Premises. The Premises shall be used only for the purpose of operating model airplanes or model cars. The Premises shall not be used for any other purpose without the prior written consent of the Lessor.

4. The Lessee shall confine use and operations to the two (2) acres specified and shall avoid any adjacent areas where bio-solids have been land applied for thirty (30) days from the date of application.

5. If the City Waste Water Utility requires the specified two (2) acres for other City purposes, the lease shall be terminated and a refund issued (if necessary) to the Lessee.

6. The Lessee shall annually provide proof of Liability Insurance to the City of Chippewa Falls and name the City as an insured.

7. Operations on Premises. All operations conducted on the premises by the Lessee as incidents of any of the uses specified in paragraph 3 and 4 of this Lease shall be conducted by the Lessee in accordance with the best course of husbandry practiced in the geographical vicinity of the Premises or should the Lessee fail to conduct any operation undertaken by him on the Premises in accordance with the best course of husbandry practiced in the geographical vicinity

of the Premises, the Lessor may, after serving "ten days" written notice of such failure on the Lessee in the manner provided for the service of notices in this Lease, enter the premises and take such action as the Lessor may deem necessary to protect his interest in this Lease and in the Premises. Lessee agrees to reimburse the Lessor on demand for the cost of any actions taken by the Lessor pursuant to the provisions of this paragraph.

8. Waste or Nuisance. The Lessee shall not commit or permit the commission by others of any waste on the Premises; the Lessee shall not maintain, commit or permit the maintenance or commission of any nuisance on the premises; and the Lessee shall not use or permit the use of the Premises for any unlawful purpose.

9. Insurance Hazards. The Lessee shall not commit or permit the commission of any hazardous acts on the Premises nor use or permit the use of the Premises in any manner that will increase the existing rates for or cause the cancellation of any fire, liability or other insurance policy insuring the Premises and the improvements of the Premises. The Lessee shall, at his own cost and expense, comply with any and all requirements of Lessor's insurance carriers necessary for the continued maintenance at reasonable rates of reasonable fire and liability insurance on the premises and the improvements and crops thereon. The Lessee shall obtain and furnish proof of liability insurance to the Lessor for the period of the Lease.

10. Maintenance. The Lessee shall at this own cost and expense, keep and maintain the Premises, all improvements on the Premises, and all facilities appurtenant to the Premises in good order and repair and in as safe and clean a condition as they were when received by him from the Lessor, reasonable wear and tear excepted.

11. Alterations and Liens. The Lessee shall not make or permit any other person to make any alterations to the premises or to any improvement thereon or facility appurtenance thereto without having first obtained the written consent of the Lessor. The Lessee shall keep the Premises free and clear from any and all liens, claims and demands for work performed, materials furnished, or operations conducted thereon at the instance or request of the Lessee.

12. Inspection by Lessor. The Lessee shall permit the Lessor or the Lessor's agents, representatives, or employees to enter the Premises at all reasonable times for the purpose of inspecting the Premises to determine whether the Lessee is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect the Lessor's interest in the Premises.

13. Acceptance by Lessee. The Lessee accepts the Premises, as well as the improvements thereon and the facilities appurtenant thereto, in their present condition. The Lessee agrees with, and represents to the Lessor, that the Premises have been inspected by him and that he has been assured by means independent of the Lessor or any agent of the Lessor of the truth of all facts material to this Lease and the Premises are being leased by the Lessee as a result of his inspection and investigation and not as a result of any representations made by the Lessor or any agent of the Lessor.

14. Hold Harmless. The Lessee agrees to indemnify and hold the Lessor and the property of the Lessor, including the premises, free and harmless from any and all claims, liability, loss, damage, or expense resulting from the Lessee's occupation and use of the Premises, specifically including without limitations any claim, liability, loss or damage arising:

- a) By reason of the injury to person or property, from whatever cause, while in or on the Premises or in any way connected with the Premises or with the improvements or personal property in or on the Premises including any liability for injury to the person or personal property of the Lessee, his agents, officers or employees;
- b) By reason of any work performed on the Premises or materials furnished to the Premises at the instance or request of the Lessee, his agents, or employees;
- c) By reason of the Lessee's failure to perform any provision of this Lease or to comply with any requirement imposed on him or on the premises by any duly authorized governmental agency or political subdivision;
- d) Because of the Lessee's failure or ability to pay as they become due any obligations incurred by him in the agricultural or other operations to be conducted by him on the Premises.

15. Subleasing and Assigning. The Lessee shall not encumber, assign or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Premises or any of the improvements that may now or hereafter be construed or installed on the Premises, without the express written consent of the Lessor first had and obtained. Neither shall the Lessee sublet the premises or any part thereof without the prior written consent of the Lessor. A consent by the Lessor to one assignment, subletting, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting occupation or use by another person. Any encumbrance, assignment, transfer, or subletting without the prior written consent of the Lessor, whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of the Lessor, terminate this Lease. The consent of the Lessor to any such assignment of the Lessee's interest in this Lease or the subletting by Lessee of the Premises shall not unreasonably be withheld.

16. Abandonment by Lessee. Should the Lessee breach this Lease and abandon the Premises prior to the natural termination of the term of this Lease, the Lessor may:

- a) Continue this Lease in effect by not terminating the Lessee's right to possession of the Premises, in which event the Lessor shall be entitled to enforce all his rights and remedies under this Lease including the right to recover the rent specified in this Lease as it becomes due under this Lease; or
- b) Terminate this Lease and recover from the Lessee:
 - (1) The worth at the time of award of the unpaid rent which earned at the time of termination of the Lease;
 - (2) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that the Lessee proves could have been reasonably avoided;
 - (3) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that the Lessee proves could be reasonably avoided; and

(4) Any other amount necessary to compensate the Lessor for all detriment proximately caused by the Lessee's failure to perform his obligations under this Lease.

17. Default by Lessee. All covenants and agreements contained in this Lease are declared to be conditions to this Lease and to the term hereby demised to the Lessee. Should the Lessee default in the performance of any covenant, condition, or agreement contained in this Lease the Lessor may terminate this Lease and re-enter and regain possession of the Premises in the manner then provided by the laws of unlawful detainer of the State of Wisconsin then in effect.

18. Insolvency of Lessee. The insolvency of the Lessee as evidenced by a receiver being appointed to take possession of all or substantially all of the property of the Lessee, the making of a general assignment for the benefit of creditors by the Lessee, or the adjudication of the Lessee as a bankrupt under the Federal Bankruptcy Act shall terminate this Lease and entitle the Lessor to re-enter and regain possession of the Premises.

19. Attorney's Fees. Should any litigation be commenced between the parties to this Lease concerning the Premises, this Lease, or the rights and duties in relation thereto, the party, Lessor or Lessee, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation which shall be determined by the Court in such litigation or in a separate action brought for that purpose.

20. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the Lessee at his address, Larry Johnson, Chippewa Falls Model Airplane Club, 13514 46th Avenue, Chippewa Falls, Wisconsin, or to the Lessor at 30 West Central Street, Chippewa Falls, Wisconsin. Either party, the Lessor or the Lessee, may change their address for the purpose of this paragraph by giving written notice of such change to the party in the manner provided in this paragraph.

21. Heirs and Successors. This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph contained shall be construed as a consent by the Lessor to any assignment of this Lease or any interest therein by the Lessee except as provided in paragraph 12 of this Lease.

22. Time of Essence. Time is expressly declared to be the essence of this Lease.

23. Waiver. The waiver of any breach of the provisions of this Lease by the Lessor shall not constitute a continuing waiver or waiver of any subsequent breach by the Lessor either of the same or of another provision of this Lease.

24. The parties agree that this Lease may be extended for additional terms of one year by mutual consent.

Executed at Chippewa Falls, Wisconsin, this _____ day of _____, 20____.

LESSEE: CHIPPEWA FALLS MODEL AIRPLANE CLUB

BY: Garry Johnson

DATE: Dec 21 2015

LESSOR: CITY OF CHIPPEWA FALLS, WISCONSIN

BY: Richard J. Rubenzer
Richard J. Rubenzer, P.E., Utilities Manager

DATE: December 21, 2015

City of Chippewa Falls Chippewa Mall Drive to Chippewa Crossing Blvd Request for Proposals

		Consultant					
		S.E.H. Inc.	CBS Squared	Cooper Engineer	JT Engineering	Ayres Associates	
Summary of Rating of Consultant from RFQ Submittals							
Rating System: 1-5; 1 = Poor, 3 = Average/Fair, 5 = Excellent		Total Points possible					
City of Chippewa Falls Chippewa Mall Drive to Chippewa Crossing Blvd							
1	Work Program	30 ind 90 tot	82	X	81	80	77
2	Project Schedule	10 ind 30 tot	28	X	27	26	27
3	Previous Experience	20 ind 60 tot	53	X	49	49	55
4	Key Personnel and Roles	10 ind 30 tot	23	X	28	24	27
5	Familiarity with local geography, area and project issues	10 ind 30 tot	29	X	23	24	24
6	Level of Effort	10 ind 30 tot	23	X	26	28	25
7	Not to Exceed Fee	10 ind 30 tot	29	X	24	28	14
City of Chippewa Falls Chippewa Mall Drive to Chippewa Crossing Blvd		100 ind 300 tot	267	X	258	259	249

Name of Evaluator DPW, CE, UM Rick Rubenzer, Assistant City Engineer Bill McElroy, City Planner Brad Hentschel
Ranking Date Aug. 9, 12 2019



**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: May 14, 2019
I.D.: 8610-02-04/74/75
Road Name: STH 124
Title: C of Chippewa Falls, Bay Street
Limits: High Street to Bridge Street
County: Chippewa
Roadway Length: 0.82 miles

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing facility is a connecting highway and is a state long truck route. It is a principal arterial roadway. The existing pavement has reached the end of its useful life.

Proposed Improvement - Nature of work: The proposed improvement will be a pavement resurfacing except for approximately 800 feet of Elm Street, which will be a pavement replacement. Work will include pavement markings, curb ramp upgrades, and traffic signal modifications. Parking lanes will be included at 100% Municipal funding. Proposed treatment for the resurfaced parking lanes will be a mill and pave of 3.25 inches. Proposed treatment for the replacement segment of parking lanes will be removal of existing pavement and paving with 6.5 inches of HMA pavement. Parking lanes in both segments will be 6 feet wide.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Water main utility work will be 100% Municipally funded. Any sanitary manhole or water valve utility adjustments will be 100% funded by the Municipality.

TABLE 1: SUMMARY OF COSTS

Phase	Total Estimated Cost	Federal/State Funds	%	Municipal Funds	%
8610-02-04 Preliminary Engineering: Plan Development	\$ 124,000	\$ 93,000	75%	\$ 31,000	25%
8610-02-74 Construction: General Construction CAT 10	\$ 1,101,700	\$ 1,101,700	100%	\$ -	0%
Parking Lanes CAT 20	\$ 94,300	\$ -	0%	\$ 94,300	100%
8610-02-75 Non-Participating Water Utilities	\$ 230,000	\$ -	0%	\$ 230,000	100%
Total Cost Distribution	\$ 1,550,000	\$ 1,194,700		\$ 355,300	

This request is subject to the terms and conditions that follow (pages 2– 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, and upon fully executed signature of applicable State Municipal Maintenance Agreement, and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Chippewa Falls (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title	Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State’s Facility

Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

- (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (g) Damages to abutting property due to change in street or sidewalk widths, grades or drainage.
 - (h) Conditioning, if required and maintenance of detour routes.
 - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for federal/state participation.

8. The Municipality shall at its own cost and expense:
- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities.
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the traffic signal and street lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 - (f) Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - (g) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (h) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (i) Coordinate with the State on changes to highway access within the project limits.
 - (j) Assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
9. Basis for local participation:
- (a) 8610-02-04 Design Costs: Design costs will be funded 75% with Federal/State funding when the Municipality provides the remaining 25%, based on the Department's cost share policy for connecting highways.
 - (b) 8610-02-74 Construction Costs: There is no local cost share for general roadway construction costs.
 - i. Costs for resurfacing and pavement replacement for the parking lanes will be 100% locally funded.
 - (c) 8610-02-75, Non-participating Construction: Costs for water utilities will be funded 100% by the Municipality. Any sanitary manhole or water valve utility adjustments will be 100% funded by the Municipality.

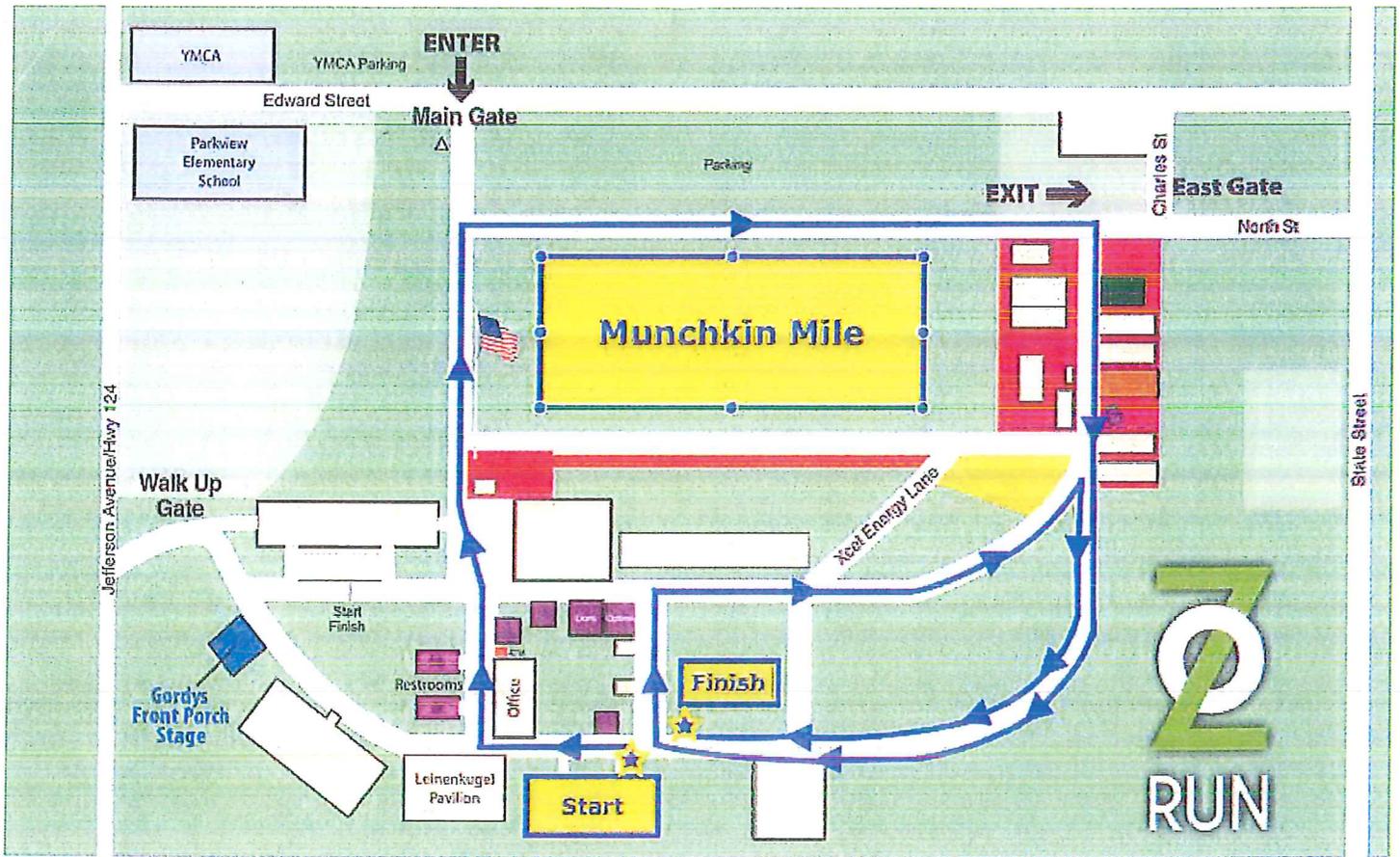
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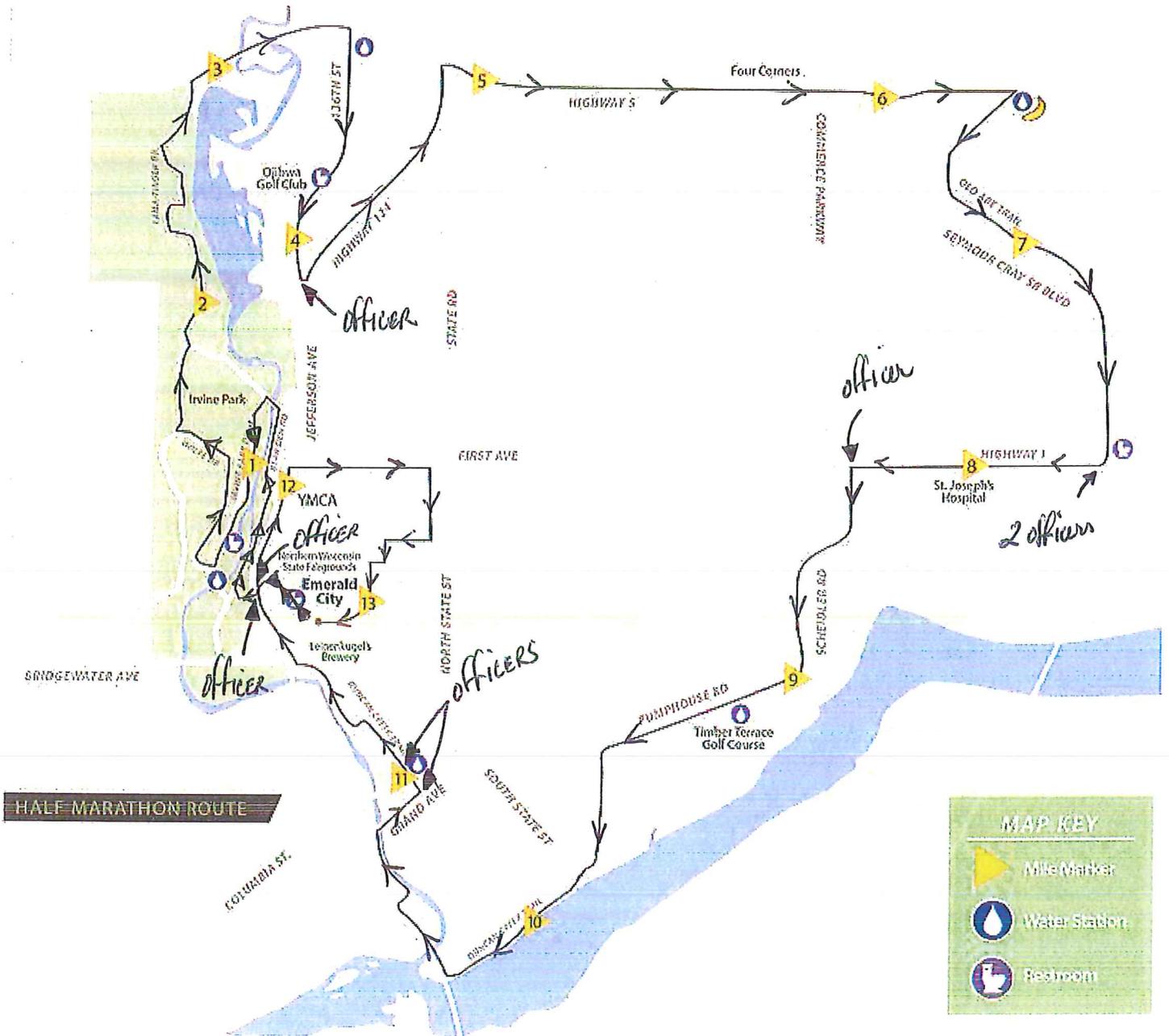


CITY OF CHIPPEWA FALLS
STREET USE PERMIT APPLICATION

Complete for routing 7/15/19

Form with fields for Applicant Name and Address, Applicant Phone Number, Name, Address and Phone Number of the headquarters of the organization, Name of the event, Estimated number of persons participating, Date and start and end times requested for street use, Accurate description of the portion of the street or streets being requested for use, Use, described in detail, for which the street use permit is requested, City services requested for the event, Signature of Applicant, Date, OFFICE USE ONLY, Estimated cost of City services requested, Requirements of Applicant, Approved by, Signature of Chief of Police, Signature of Director of Public Works, Recommendation of Board of Public Works, Decision of City Council.

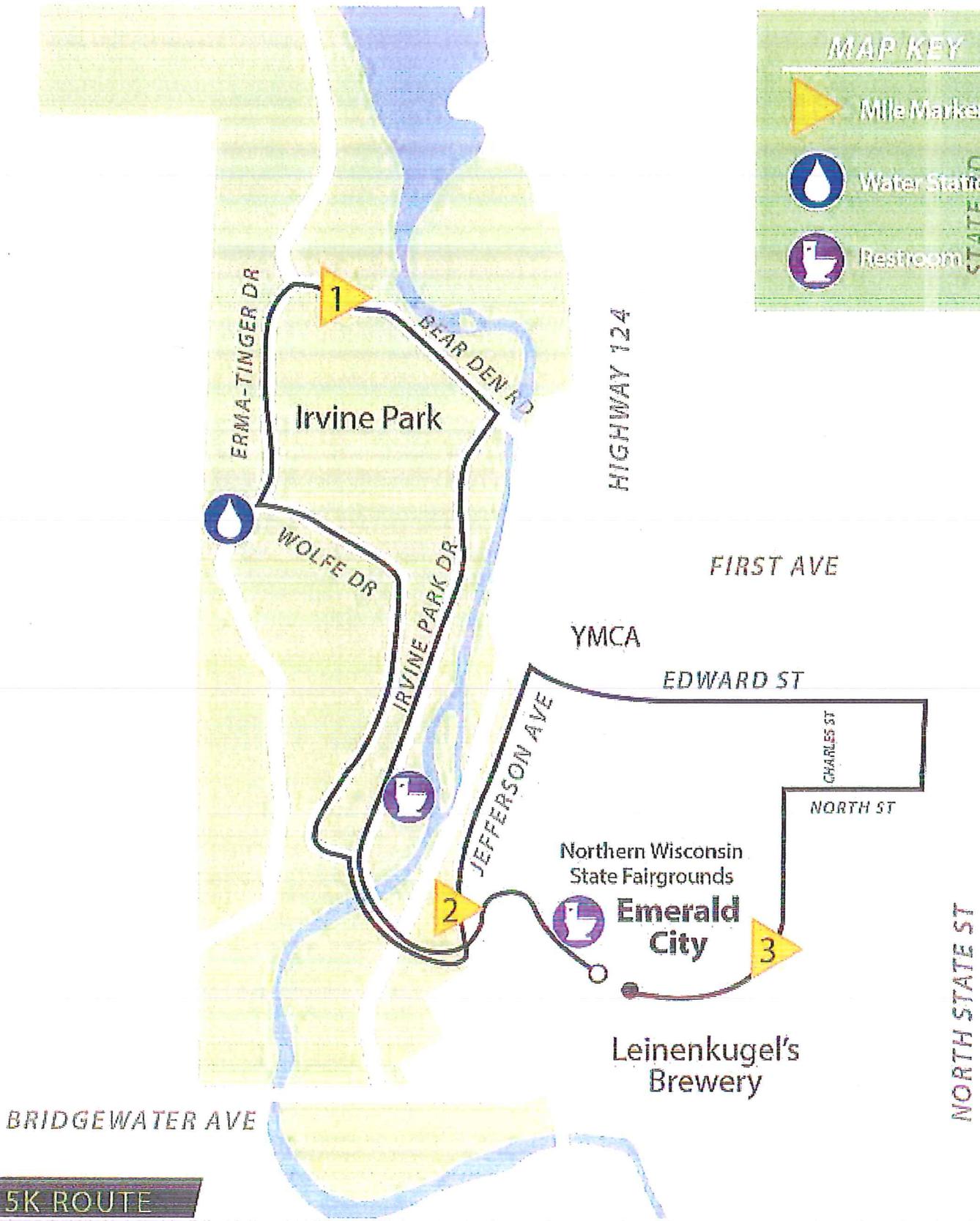




MAP KEY

-  Mile Marker
-  Water Station
-  Restroom

STATE D



5K ROUTE

The Oz Run will be comprised of 3 separate routes: The Munchkin Mile, 5K, and Half Marathon. Roads, streets, and trails that will be used are as follows. Complete maps are included as well. All routes are identical to the past 5 years.

Munchkin Mile: Stays within the Northern Wisconsin State Fairgrounds, including North Street.

5K: Primarily stays within Irvine Park and its trails.

Begins at the Northern Wisconsin State Fairgrounds to Wolfe Drive, Erma-Tinger Drive, Bear Den Road, Irvine Park Drive – onto Jefferson Avenue, Edward Street, North State Street, North Street, and back into the Northern Wisconsin State Fairgrounds.

Half Marathon: Will begin at the Northern Wisconsin State Fairgrounds, into Irvine Park on Bear Den Road, Irvine Park Drive, Wolfe Drive, Erma-Tinger Drive, out to Highway S, onto 136th Street, Highway 124, back out to Highway S to the Old Abe Trail along Highway I, onto Scheidler Road, Pumphouse Road, Duncan Creek Trail along the river until it dead ends a Bridge Street right across from the old NSP building. Then the route heads north on Bridge street/Rushman Drive, then we direct runners East on E. Grand, then North on North Grove Street. North Grove street dead ends, but there is a trail head for the Duncan creek trail which runs behind the Leinie Lodge. The trail ends up on Jefferson where runners head north up to the YMCA, turn East all the way to the Northeast entrance to the fairgrounds and then in past the animal barns, down the Midway and to the finish line.

We will need police in two or three places. We usually have two officers moving around since the Half and 5K have different routes.

For sure we need them at walk up entrance where people go into the park for the 1st time and then again as runners return for the 5K. That officer can then move onto the crossing by Ojibwa and 124 and then where runners for the ½ dump into the flats Schiedler Road. If we have more volunteers, we can help direct at the two Roundabouts on S, and then at CTY Highway I as well.