CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, FEBRUARY 10, 2020 – 5:30 PM

The Board of Public Works met in City Hall on Monday, February 10, 2020 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Alderperson Paul Olson. Absent was Darrin Senn. Also present were David Schofield of S.E.H., Blake Tollefson of Xcel Energy, City Planner Brad Hentschel and Alderperson Paul Nadreau.

1. **Motion** by Olson, seconded by Bauer to approve the minutes of the February 3, 2020 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. Director of Public Works Rubenzer reported that the Trans 213 final report for the Central Street Bridge being prepared by CBS Squared was not yet completed. The report will be considered at an upcoming Board of Public Works meeting. **No Action Taken.**

3. David Schofield of S.E.H. appeared and presented a summary and recommendation for the attached Chippewa Mall Drive to Chippewa Crossing Boulevard Route Analysis. Mr. Schofield detailed the three options that were considered and explained how each option was scored and ranked. Mr. Schofield concluded that the highest ranked and recommended alternative was option #2, (North Route). Alderperson Olson asked how visible businesses along the chosen route #2 would be from Business Hwy #29. Director of Public Works Rubenzer stated that a bike and pedestrian route and plan was also being considered for option #2 with a possible "overlook" area.
   Motion by Hoffman, seconded by Rubenzer to recommend the Common Council accept the Chippewa Mall Drive to Chippewa Crossing Boulevard Route Analysis and approve option #2 (Northern Route) as the chosen route. In addition, to proceed with drafting descriptions of right-of-way for option #2 and for S.E.H. to proceed with design of 30% plans. **All present voting aye. MOTION CARRIED.**

   Motion by Hoffman, seconded by Olson to move up item #12. **All present voting aye. MOTION CARRIED**

12. Blake Tollefson of Xcel Energy appeared and presented the attached draft Staging/Laydown Site Lease. The proposed lease is for the City snow dump located across Main Street from the City Garage at #5 Bjork-Riverside Drive and would be used to store equipment for removing rock below the Xcel Energy dam to free trapped sturgeon and other fish. The Board of Public Works considered this proposal at its September 9, 2019 meeting and had the questions and concerns that are listed on the attachment.
   Motion by Hoffman, seconded by Olson to recommend the Common Council approve the attached draft Staging/Laydown Site Lease for use of City property east of Main Street and across from the City Garage located at #5 Bjork-Riverside Drive. Said approval to be contingent on;
   1) A fireworks clause (Xcel Energy to move the fuel storage tank during fireworks).
   2) A snow storage clause.
   3) Inclusion of a lease rate ($200-$300 range).
   4) Review and approval of the lease by Attorney Ferg.

   All present voting aye. MOTION CARRIED.

4. The Board of Public Works considered the street width and functional classification of Elm Street from Perry Street to Wheaton Street.
Motion by Rubenzer, seconded by Olson to recommend the Common Council set the street width at 40 feet face of curb to face of curb (existing width is 40 feet) and Urban Minor Arterial classification for Elm Street from Perry Street to Wheaton Street and approve the corresponding ordinance. **All present voting aye. MOTION CARRIED.**

5. The Board of Public Works considered the street width and functional classification of Huron Street from Elm Street to Macomber Street.
Motion by Hoffman, seconded by Olson to recommend the Common Council set the street width at 30 feet face of curb to face of curb (existing width is 30 feet) and Local Street classification for Huron Street from Elm Street to Macomber Street and approve the corresponding ordinance. **All present voting aye. MOTION CARRIED.**

6. The Board of Public Works considered the street width and functional classification of Linden Street from Maple Street to Woodward Avenue.
Motion by Rubenzer, seconded by Olson to recommend the Common Council set the street width at 30 feet face of curb to face of curb (existing width is 30 feet) and Local Street classification for Linden Street from Maple Street to Woodward Avenue and approve the corresponding ordinance. **All present voting aye. MOTION CARRIED.**

7. The Board of Public Works considered the street width and functional classification of Prentice Street from Morris Street to Fourth Avenue.
Motion by Rubenzer, seconded by Olson to recommend the Common Council set the street width at 30 feet face of curb to face of curb (existing width varies between 25 feet and 38 feet) and Local Street classification for Prentice Street from Morris Street to Fourth Avenue and approve the corresponding ordinance. **All present voting aye. MOTION CARRIED.**

8. The Board of Public Works considered the street width and functional classification of Fourth Avenue from Prentice Street to Broadway Avenue.
Motion by Rubenzer, seconded by Olson to recommend the Common Council set the street width at 30 feet face of curb to face of curb (existing width is 25 feet) and Local Street classification for Fourth Avenue from Prentice Street to Broadway Avenue and approve the corresponding ordinance. **All present voting aye. MOTION CARRIED.**

9. The Board of Public Works considered the attached City of Chippewa Falls Snow Removal Policy. Director of Public Works Rubenzer explained that the existing order of plowing priority one streets, then priority two streets then residential streets, then alleys and parking lots was the most efficient and logical way to remove snow. Making exceptions for various special needs would not be reasonable and would result in chaotic snow removal. **No Action Taken.**

10. The Board of Public Works considered the attached existing Chippewa Falls Municipal Code 8.11 Snow and Ice Removal. Current snow removal staff have no more room on the boulevard to place snow from the street and many boulevard visibility hazards already exist without changing the policy to allow boulevard parking. **No Action Taken or Recommended.**

11. The Board of Public Works considered the attached proposal from Ayres Associates to reduce monitoring at the Nelson Road Landfill. Director of Public Works Rubenzer asked Ayers to prepare the proposal as a result of inquiries from the Council in 2019. Director of Public Works Rubenzer noted that the proposal could result in additional monitoring for sulfates and metals

and could result in an additional $17,000 to $20,000 of necessary costs. The Ayres representative is in the process of discussing with WDNR. The average yearly cost to monitor wells at Nelson Road Landfill is $8,000 to $9,000. After the Ayres/WDNR correspondence happens, a more informed decision can be made. **No Action Recommended At This Time.**

13. **Motion** by Olson, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:25 P.M.

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

CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, FEBRUARY 3, 2020 – 5:30 PM

The Board of Public Works met in City Hall on Monday, February 3, 2020 at 5:30 PM. Present were Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer, Alderperson Paul Olson and Darrin Senn. Absent was Mayor Greg Hoffman. Taylor Huppert of the CVCA/Heyde Center and Matt Gundry, PE of CBS Squared were also present at the meeting.

1. **Motion** by Olson, seconded by Bauer to approve the minutes of the January 13, 2020 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board of Public Works considered the attached Estimate for improving River Street between the west city limits and Fleet Street in conjunction with a WDOT project in 2022-23 resurfacing USH 53 between 40th Avenue and New Auburn. DPW Rubenzer stated that in order to be included in the project design, the city would be responsible for costs for replacement of the entire segment between the west city limits and Fleet Street. The 1.5 million dollar estimate does not include engineering or contingency costs. The River Street section under the US 53 on/off ramps would be full depth concrete repair with the remaining east and west segments a mill and overlay. He continued that if WDOT included the said segment in project design and the city later decided not to do it in conjunction with the WDOT project, that the city would still be responsible for 100% of the design costs. Also that if done with the WDOT project it would be done to typical WDOT standards and then WDOT would consider taking over jurisdiction after completion. Rubenzer stated that a mill and overlay had been done on River Street East of Fleet Street within the last ten years but that it hadn't held up well under the heavy duty truck and equipment traffic generated by the intermodal facility. He stated that the street department presently spent about 12-15 days per year pot hole patching and crack filling on the section of River Street being considered for replacement. The project is in the city Capital Improvement plan tentatively for 2023 with an estimate of just over two million dollars.
   Motion by Olson, seconded by Senn to NOT include the section of River Street between the west city limits and Fleet Street in the WDOT project scheduled for 2022-23. **All present voting aye. MOTION CARRIED.**

3. Matt Gundry, PE of CBS Squared appeared and presented the attached DRAFT Trans 213 Report for the Central Street Bridge. He went through one do nothing alternative, three rehabilitation of the existing bridge alternatives and one complete replacement of the bridge alternative. He noted that both the polymer and concrete overlay rehab alternatives were not suited for a bridge as distressed as the Central Street Bridge. He continued that both those alternatives also did not address the minimum required clearance height of fourteen feet. The exiting clearance height is 13' 8". He stated that the complete deck replacement alternative would most likely address the H15 minimum load rating requirement and the 14 foot clearance height requirement. In addition the stringers and floor beams exhibiting section loss could be sand blasted and painted or replaced as necessary. The board noted that keeping costs low was very important and that the Historical bridge in the neighborhood was the Spring Street Marsh Arch Rainbow bridge one block south. Discussion continued about the

historical value of the pedestrian railings and the Central Street truss bridge itself. It was noted that the bridge is a fracture critical bridge and may require more frequent inspections than the present one inspection every two years. Mr. Gundry concluded that structure ratings, load postings and cost estimates for each alternative would be included in the final report. **Motion** by Senn, seconded by Olson to recommend the Common Council revise City of Chippewa Falls municipal code to restrict parking on the Central Street bridge so that extra bridge width would not be required to accommodate parking. Also that CBS Squared finalize cost estimates for all five alternatives, investigate the historical value of keeping the existing pedestrian walk railings and then present the final report. **All present voting aye. MOTION CARRIED.**

4. The Board of Public Works considered the attached proposed resolution of 2020 Special Assessment Rates. Director of Public Works Rubenzer noted that proposed rates for 2020 were based on actual prices paid in 2019 for the respective materials.
Motion by Olson, seconded by Bauer to recommend the Common Council approve the attached resolution of special assessment rates for 2020. **All present voting aye. MOTION CARRIED.**

5. The Board of Public Works considered the attached proposed alley special charge rate resolution for 2020. Director of Public Works Rubenzer noted that the proposed alley special charges were again based on the hot mix asphalt price paid in 2019. The proposed 2020 rate is $8 per alley front foot of frontage.
Motion by Olson, seconded by Bauer to recommend the Common Council approve the attached proposed alley surfacing special charge resolution. **All present voting aye. MOTION CARRIED.**

6. Taylor Huppert appeared to support the attached Street Use Permit Application from the Chippewa Valley Cultural Association/Heyde Center for the Arts for Dinner over the Duncan on September 10, 2020. Ms. Huppert stated that the Heyde Center would like barricades brought to the Rainbow Bridge Dinner on the Duncan site this year due to volunteer difficulty obtaining vehicles to haul the barricades. The board discussed what an awesome event this is.
Motion by Senn, seconded by Olson to recommend the Common Council approve the attached Street Use Permit Application from the Chippewa Valley Cultural Association/Heyde Center for the Arts for Dinner over the Duncan on September 10, 2020. In addition, to charge the Chippewa Valley Cultural Association/Heyde Center for the Arts for the corresponding city services requested. **All present voting aye. MOTION CARRIED.**

7. **Motion** by Olson, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:15 P.M.

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

Route Analysis

Chippewa Mall Drive to Chippewa Crossing Boulevard

City of Chippewa Falls, Chippewa County, Wisconsin

CFCIT 152562

SEH

Building a Better World for All of Us®

Engineers | Architects | Planners | Scientists

January 10, 2020

RE: Chippewa Mall Drive to Chippewa Crossing Boulevard
Route Analysis
City of Chippewa Falls, Chippewa County, Wisconsin
SEH No. CFCIT 152562 4.00

Mr. Rick Rubenzer
City of Chippewa Falls
30 W. Central Street
Chippewa Falls, WI 54729

Dear Mr. Rubenzer:

We are pleased to submit the enclosed route analysis for the connection of Chippewa Mall Drive to Chippewa Crossing Boulevard. We have analyzed three route options against existing conditions and project objectives.

Respectfully Submitted,

Jeff Nussbaum, PE
Sr. Professional Engineer/Associate
(Lic. WI)

David Schofield, PE
Sr. Professional Engineer
(Lic. WI, MN, IA, IL)

cc: Brad Hentschel, City of Chippewa Falls

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Route Analysis

Chippewa Mall Drive to Chippewa Crossing Boulevard

Prepared for City of Chippewa Falls

1 Introduction

Wisconsin Department of Transportation is considering disposal of surplus property in the northeast quadrant of the intersection of STH 124 and Business STH 29. The City of Chippewa Falls commissioned this Route Analysis to assist in evaluating the viability of acquiring the WisDOT Property and a portion of the Toycen Property to the east for the purpose of connecting Chippewa Mall Drive to Chippewa Crossing Boulevard.

An overall site map can be found in **Appendix A**.

2 Existing Conditions

The existing conditions found upon the WisDOT Property and Toycen Property are summarized below and shown in **Appendix B**.

2.1 Topography

The ground elevations upon the WisDOT Property range from approximately 940 to 975 feet above sea level. The property is dominated by a high ridge that runs southward before turning eastward along the north side of Business 29. The high ridge forms a natural amphitheater draining eastward toward the Toycen Property.

The ground elevations upon the Toycen Property range from approximately 925 to 970. The property generally drains southward toward Business 29.

2.2 Streets

Chippewa Mall Drive was constructed in 1978 to act as a frontage road along the east side of what is now STH 124. The 48-foot wide urban roadway (4.5-inch asphalt over 12-inch gravel within 30-inch curb and gutter) terminates approximately 700 feet south of Summit Avenue. The 5-foot wide sidewalk terminates at Summit Avenue.

Chippewa Crossing Boulevard was constructed in 2009 to act as a backage road along the north side of Business 29. A multilane roundabout was constructed approximately 800 feet north of Business 29. A 28-foot wide urban roadway (5-inch asphalt over 12-inch gravel within 30-inch curb & gutter) extends west from the roundabout. No sidewalks or trails exist along Chippewa Crossing Boulevard.

STH 124 is a limited access divided highway connecting the City of Chippewa Falls to the Village of Lake Hallie and the City of Eau Claire that passes by the west side of the project area. Business 29 is a limited access divided highway connecting the City of Chippewa Falls to STH 29

that passes by the south side of the project area. STH 124 and Business 29 intersect at a multilane roundabout with bypass lanes. No access to or from STH 124 and Business 29 is anticipated.

2.3 Sanitary Sewers

A 12-inch diameter sanitary sewer exists at the south end of Chippewa Mall Drive, with an invert of approximately 902. A feasibility study dated July 1978 indicates that this sanitary sewer could be extended to the top of the hill to accept sanitary sewer flows from the west end of Woodhill Avenue (platted but not constructed), an unnamed and unplatted roadway at the crest of the hill, and discharge from an anticipated municipal lift station constructed in the southwest corner of what is now the Toycen Property.

An 8-inch diameter sanitary sewer exists approximately 300 feet west of the Chippewa Crossing Boulevard roundabout, with an invert of approximately 942.

2.4 Water Mains

A 12-inch diameter water main exists at the south end of Chippewa Mall Drive. This water main is connected to the lower pressure zone which is controlled by the Chippewa Street water tower (high water level of 1060). The maximum service elevation that could be served at 35 psi from the lower pressure zone would be:

$$1060 - (35psi \times 2.31) = 979$$

Figure 1 – Lower Pressure Zone Maximum Service Elevation

A 12-inch diameter water main exists at the Chippewa Crossing Boulevard roundabout. An 8-inch diameter water main was extended approximately 250 feet west from the 12-inch diameter water main to serve the Toycen Property. This water main is connected to the upper pressure zone which is controlled by the Summit Avenue booster pump station and the Ashland Avenue water tower (high water level of 1116). The minimum and maximum service elevations that could be served between 80 psi and 35 psi from the upper pressure zone would be:

$$1116 - (80psi \times 2.31) = 932$$

Figure 2 – Upper Pressure Zone Minimum Service Elevation

$$1116 - (35psi \times 2.31) = 1035$$

Figure 3 – Upper Pressure Zone Maximum Service Elevation

The Toycen, WisDOT and Premium Waters properties are serviceable from the Upper Pressure Zone except a small portion of the Premium Waters property along Woodhill Avenue that would be better suited to be served from the Lower Pressure Zone.

Connections between the lower and upper pressure zones would require a booster pump station (if uphill flow is desired), a pressure reducing valve station (if downhill flow is desired) or closed valve (if hand-actuated downhill flow is acceptable, say in the event of a major fire).

2.5 Stormwater Management

A 27-inch diameter storm sewer exists at the south end of Chippewa Mall Drive. This storm sewer drains along STH 124 to the Chippewa River. A feasibility study dated July 1978 indicates that this storm sewer could be extended to accept stormwater flows from the west end of Woodhill Avenue (platted but not constructed) and west of Hilltop Avenue (neither platted nor constructed).

A 60-inch diameter culvert exists under Business 29 south of the lowest point upon the Toycen Property. A stormwater basin was constructed just upstream of this culvert. The stormwater management report indicates that the pond was sized to manage stormwater runoff from the Toycen Ford site only.

2.6 Geotechnical Exploration

The City of Chippewa Falls has engaged PSI/Intertek of Chippewa Falls to conduct a geotechnical exploration of the project site. Soils were found to be sand to a depth of 40 feet except near the intersection of Chippewa Mall Drive and Woodhill Avenue where weathered sandstone was found at a depth of 28 feet. Groundwater was found in several of the borings. A copy of the geotechnical exploration report is attached as **Appendix G**.

3 Objectives

The objectives for the proposed project are summarized below.

3.1 Streets

Objective #1 (10 points): Provide street access to WisDOT Property.

Objective #2 (10 points): Maintain integrity of Toycen Property.

Objective #3 (10 points): Provide street access to Premium Waters Property.

Objective #4 (15 points): Connect Chippewa Mall Drive to Chippewa Crossing Boulevard to provide redundant routes to/from Chippewa Mall and Toycen Ford, provide low-speed non-highway alternative route from Summit Avenue to Chippewa Crossing Boulevard[1] and extend the City of Chippewa Falls' pedestrian / bicycle network to Chippewa Crossing Boulevard.

3.2 Sanitary Sewers

Objective #5 (10 points): Extend sanitary sewer service to development sites.

Objective #6 (5 points): Maintain reasonable sanitary sewer depths for constructability and maintenance.

[1] It should be noted that some traffic which would have stayed on STH 124 and Business 29 may divert to the alternate route. This may increase traffic at the intersection of Chippewa Mall Drive and Summit Avenue under certain circumstances.

3.3 Water Mains

Objective #7 (10 points): Extend upper pressure zone water service to development sites.

Objective #8 (5 points): Provide interconnection, with pressure reducing valve, between lower and upper pressure zones.

3.4 Stormwater Management

Objective #9 (5 points): Manage stormwater runoff in accordance with City of Chippewa Falls and Wisconsin Department of Natural Resources requirements which include: peak rate control to match post-development peak discharge rates to pre-development peak discharge rates for design storm events ranging from the 1-year (2.42") to 100-year (6.46"), water quality treatment to remove 80 percent of the anticipated total suspended solids on an annual basis, and infiltration to maintain at least 60 percent of the existing groundwater recharge.

3.5 Development Potential

Objective #10 (10 points): Maximize developable areas on the WisDOT Property and Toycen Property.

3.6 Construction Cost

Objective #11 (10 points): Minimize capital investments in street and utility construction.

3.7 Objective Summary

Table 1 – Objective Scoring

Objective	Description	Maximum Points	Method
1	WisDOT Access	10	Yes/No
2	Toycen Integrity	10	Yes/No
3	Premium Waters Access	10	Yes/No
4	Street Connectivity	15	Yes/No
5	Sanitary to Sites	10	Yes/No
6	Sanitary Depth	5	Yes/No
7	Water to Sites	10	Yes/No
8	Water Interconnection	5	Yes/No
9	Stormwater Runoff	5	Yes/No
10	Developable Area	10	Prorated vs. Max
11	Minimize Construction Cost	10	Prorated vs. Min
Total		**100**	

4 Route Analysis

Three route options have been identified.

4.1 Option #1 (South)

Option #1 is summarized below and shown in **Appendix C**.

4.1.1 Route

This option would follow the route identified in the City's Official Map by extending Chippewa Mall Drive along the east side of STH 124 and north side of Business 29 before diverting northward around the stormwater pond and Toycen Ford site to connect to the Chippewa Crossing Boulevard roundabout.

Option #1 would bisect the Toycen Property. If, for example, Toycen Ford desired to expand, it would have to cross the extension of Chippewa Mall Drive. This would result in frequent vehicle and pedestrian crossing movements.

4.1.2 Vertical Profile

A pronounced high point would be located approximately 1,600 feet southeast of the current terminus of Chippewa Mall Drive at an elevation of approximately 950. A pronounced low point in the proposed roadway would be located approximately 700 feet west of Chippewa Crossing Boulevard at elevation of 930.

4.1.3 Sanitary Sewer

The roadway grades would prevent extension of the Chippewa Crossing Boulevard sanitary sewer. As such the Chippewa Mall Drive sanitary sewer would need to be extended through the hill, with a maximum depth of approximately 35 feet. This depth is excessive and a premium has been factored into the estimated sanitary sewer cost to account for it.

4.1.4 Watermain

The Chippewa Mall Drive water main would be extended through the project area. A manually operated isolation valve would be constructed uphill of Woodhill Avenue.

4.1.5 Stormwater Runoff

Stormwater runoff west of the high point would be collected and conveyed by storm sewer to the existing Chippewa Mall Drive storm sewer. Stormwater runoff east of the high point, including from the development sites, will be collected and conveyed by storm sewer to a proposed storm water pond. This stormwater pond would provide peak rate control and water quality treatment. Individual sites would be required to provide their own on-site infiltration facilities.

4.1.6 Development Areas

Option #1 would accommodate three development sites totaling approximately 9.9 acres. These development sites are conceptual in nature and could be combined, split or reconfigured.

4.2 Option #2 (North)

Option #2 is summarized below and shown in **Appendix D**.

4.2.1 Route

This option would extend Chippewa Mall Drive along the east side of STH 124 to the WisDOT Property then divert eastward to follow the north property line of the WisDOT Property and Toycen Property to the Chippewa Crossing Boulevard roundabout.

Option #2 would maintain the integrity of the Toycen Property. If, for example, Toycen Ford desired to expand, it could do so without having to cross the extended Chippewa Mall Drive.

Option #2 would require a revision to the City's Official Map.

4.2.2 Vertical Profile

Two pronounced high points would exist in the proposed roadway, both at an elevation of approximately 960. The saddle between the high points would have an elevation of approximately 950.

4.2.3 Sanitary Sewer

The roadway grades would accommodate extension of the Chippewa Crossing Boulevard sanitary sewer west to serve the development sites. Depending upon the configuration of building(s) upon the development, on-site pump stations may be required.

4.2.4 Watermain

The Chippewa Mall Drive water main would be extended through the project area. A manually operated isolation valve would be constructed uphill of Woodhill Avenue.

4.2.5 Stormwater Runoff

Stormwater runoff west of the west high point would be collected and conveyed by storm sewer to the existing Chippewa Mall Drive storm sewer. Stormwater runoff east of the high point, including from the development sites, will be collected and conveyed by storm sewer to a proposed storm water pond. This stormwater pond would provide peak rate control and water quality treatment. Individual sites would be required to provide their own on-site infiltration facilities.

4.2.6 Development Areas

Option #2 would accommodate three development sites totaling approximately 8.9 acres. These development sites are conceptual in nature and could be combined, split or reconfigured.

4.3 Option #3 (Gap)

Option #3 is summarized below and shown in **Appendix E**.

4.3.1 Route

This option would extend Chippewa Mall Drive along the east side of STH 124 but only to Woodhill Avenue where it would terminate in a cul-de-sac. A separate roadway would be constructed from the Chippewa Crossing Boulevard roundabout west along the north property line of the Toycen Property and WisDOT Property where it would terminate in a cul-de-sac.

Option #3 would maintain the integrity of the Toycen Property. If, for example, Toycen Ford desired to expand, it could do so without having to cross the extended Chippewa Mall Drive. Option #3 would provide access to the WisDOT Property.

Option #3 would be in violation of City Code 18.08(5) which prohibits cul-de-sac exceeding 500 feet in length. Option #3 would not provide redundant access for Chippewa Mall, the development sites, and Toycen Ford. Option #3 would not provide an alternate route from Summit Avenue to Chippewa Crossing Boulevard. Finally, Option #3 would not connect Chippewa Crossing Boulevard to the City of Chippewa Falls' pedestrian and bicycle network.

Option #3 would not comply with the City's Official Map.

4.3.2 Vertical Profile

Two pronounced high points would exist in the proposed roadway, with elevations of approximately 960, respectively. The saddle between the high points would have an elevation of approximately 950.

4.3.3 Sanitary Sewer

The roadway grades would accommodate extension of the Chippewa Crossing Boulevard sanitary sewer west to serve the development sites. Depending upon the configuration of building(s) upon the development, on-site pump stations may be required.

4.3.4 Watermain

Water main would be extended to the development sites but would not connect to the lower zone.

4.3.5 Stormwater Runoff

Stormwater runoff from the west segment would be collected and conveyed by storm sewer to the existing Chippewa Mall Drive storm sewer. Stormwater runoff from the east segment, including from the development sites, will be collected and conveyed by storm sewer to a proposed storm water pond. This stormwater pond would provide peak rate control and water quality treatment. Individual sites would be required to provide their own on-site infiltration facilities. Option #3 would avoid disturbance of the steep western facing slope which would reduce the erosion potential during construction.

4.3.6 Development Areas

Option #3 would accommodate three development sites, totaling approximately 10.5 acres. These development sites are conceptual in nature and could be combined, split or reconfigured.

5 Cost Estimates

Construction cost estimates have been prepared for Options #1, #2 and #3 and are attached in **Appendix F**.

For the purposes of these cost estimates the following assumptions were made:

- Maximum street grade of 5 percent.
- 36-foot wide (face-to-face) roadway with 4-inch hot mix asphalt over 12-inch crushed aggregate base and 12-inch granular subbase.
- 10-foot wide 2-inch hot mix asphalt trail over 6-inch crushed aggregate base.
- Includes grading and restoration of development sites. The proposed roadway grades will create excess fill material. It would be beneficial to utilize this excess fill material on-site rather than having to load it onto on-road trucks and haul it to an off-site disposal location. Fill material would need to be placed and compacted in layers.
- No rock excavation or dewatering.
- Options with watermain interconnection include a manually operated isolation valve.
- Street lighting with an average spacing of 300 feet.
- Does not include private utilities (i.e. telephone, cable, gas and electric).
- 10 percent contingency.
- 4 percent inflation per year.
- 2020 construction year.
- Does not include land acquisition, legal, bonding, design engineering, construction engineering and geotechnical exploration costs.

6 Evaluation

The proposed routes discussed in Section 4 have been reviewed against the Objective Scoring discussed in Section 3.

6.1 Option #1 (South)

Table 2 – Option #1 (South) Objective Scoring

Objective	Description	Points	Notes
1	WisDOT Access	10	Yes
2	Toycen Integrity	-	No, Toycen Property is bisected
3	Premium Waters Access	-	No, except at roundabout
4	Street Connectivity	15	Yes
5	Sanitary to Sites	10	Yes
6	Sanitary Depth	-	No, would be up to 35' deep
7	Water to Sites	10	Yes
8	Water Interconnection	5	Yes
9	Stormwater Runoff	5	Yes
10	Developable Area	9.4	9.9 ac vs. (max) 10.5 ac
11	Minimize Construction Cost	7.7	$2.37m vs. (min) $1.82m
Total		**72**	**/ 100**

6.2 Option #2 (North)

Table 3 – Option #2 (North) Objective Scoring

Objective	Description	Points	Notes
1	WisDOT Access	10	Yes
2	Toycen Integrity	10	Yes
3	Premium Waters Access	10	Yes
4	Street Connectivity	15	Yes
5	Sanitary to Sites	10	Yes
6	Sanitary Depth	5	Yes
7	Water to Sites	10	Yes
8	Water Interconnection	5	Yes
9	Stormwater Runoff	5	Yes
10	Developable Area	8.5	8.9 ac vs. (max) 10.5 ac
11	Minimize Construction Cost	9.2	$1.97m vs. (min) $1.82m
Total		**97**	**/ 100**

6.3 Option #3 (Gap)

Table 4 – Option #3 (Gap) Objective Scoring

Objective	Description	Points	Notes
1	WisDOT Access	10	Yes
2	Toycen Integrity	10	Yes
3	Premium Waters Access	10	Yes
4	Street Connectivity	-	No, no through connection
5	Sanitary to Sites	10	Yes
6	Sanitary Depth	5	Yes
7	Water to Sites	10	Yes
8	Water Interconnection	-	No, no interconnection
9	Stormwater Runoff	5	Yes
10	Developable Area	10	10.5 ac vs. (max) 10.5 ac
11	Minimize Construction Cost	10	$1.82m vs. (min) $1.82m
Total		**80**	**/ 100**

7 Summary & Recommendation

The purpose of this Route Analysis has been to assemble information regarding existing conditions (Section 2), identify project objectives (Section 3), identify three potential routing options (Section 4), prepare cost estimates for each option (Section 5) and evaluate those options against the existing conditions and objectives (Section 6).

7.1 Pros, Par & Cons

Option #1 (South)

- Pros:
  - Follows corridor previously identified in the City's Official Map
  - Provides street connectivity
  - Provides watermain interconnection
- Par:
  - Provides access to WisDOT Property
  - Improves access to Toycen Property
  - Accommodates approximately 9.9 acres of potential development (middle)
- Cons:
  - Requires excessively deep sanitary sewer
  - Bisects the Toycen Property
  - Does not improve access to Premium Waters Property
  - Cost (highest)
  - 72/100 Objective Score (lowest)

Option #2 (North)

- Pros:
  - Improves access to Premium Waters Property
  - Maintains integrity of Toycen Property
  - Provides street connectivity
  - Accommodates reasonable sanitary depth
  - Provides watermain interconnection
  - 97/100 Objective Score (highest)
- Par:
  - Provides access to WisDOT Property
  - Improves access to Toycen Property
  - Cost (middle)
- Cons:
  - May require on-site sewer pump stations (depends upon configuration of development)
  - Accommodates approximately 8.9 acres of potential development (lowest)

Option #3 (Gap)

- Pros:
  - Improves access to Premium Waters Property
  - Maintains integrity of Toycen Property
  - Accommodates reasonable sanitary depth
  - Accommodates approximately 10.5 acres of potential development (highest)
  - Cost (lowest)
- Par:
  - Provides access to WisDOT Property
  - Improves access to Toycen Property
  - 80/100 Objective Score (middle)
- Cons:
  - Does not provide street connectivity
  - May require on-site sewer pump stations (depends upon configuration of development)
  - Does not provide watermain interconnection

7.2 Recommendations

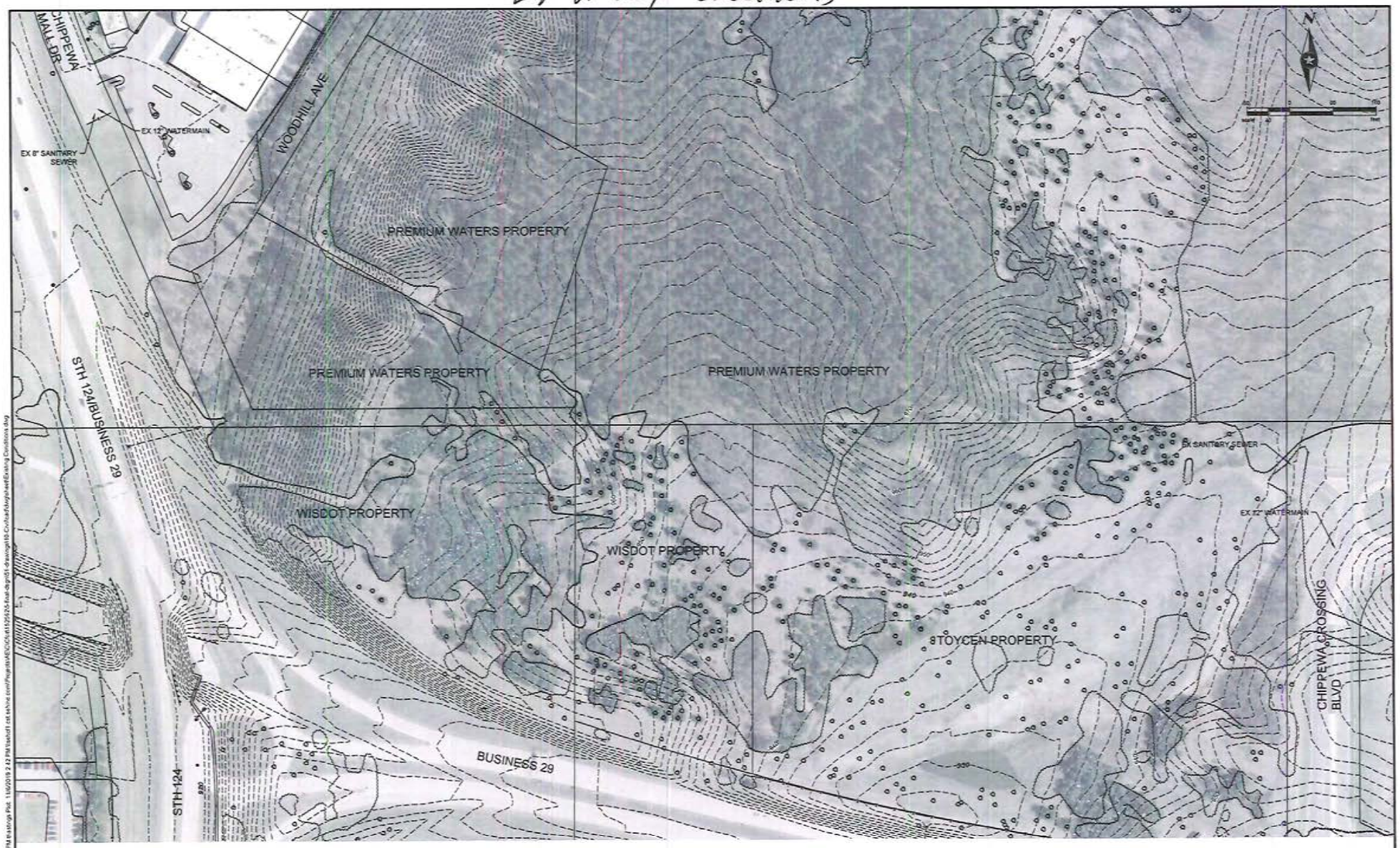
Based upon the existing conditions known at this time, and the objectives set forth in Section 3, it appears that the best route to extend Chippewa Mall Drive to Chippewa Crossing Boulevard is Option #2 (North). This route provides the best combination of property access, street connectivity, utility service and construction cost.

Option #1 (South) could be an acceptable alternative if the City is deeply concerned about following the previously adopted Official Map corridor and less concerned about bisecting the Toycen Property, improving access to Premium Waters Property, excessively deep sanitary sewer and construction cost.

Option #3 (Gap) could be an acceptable alternative if the City is deeply concerned about construction cost and less concerned about street connectivity.

BAW
2/10/2020

Existing Conditions



DRAWN BY: TJH DESIGNER: TJH CHECKED BY: DAS DESIGN TEAM	NO	BY	DATE	REVISIONS	SEH PHONE 715 720-6200 10 NORTH BRIDGE STREET CHIPPEWA FALLS, WI 54729 www.sehinc.com	CHIPPEWA MALL DRIVE EXTENSION CHIPPEWA FALLS, WISCONSIN	EXISTING CONDITIONS	FILE NO CFCIT 152562 DATE 11/6/2019	B

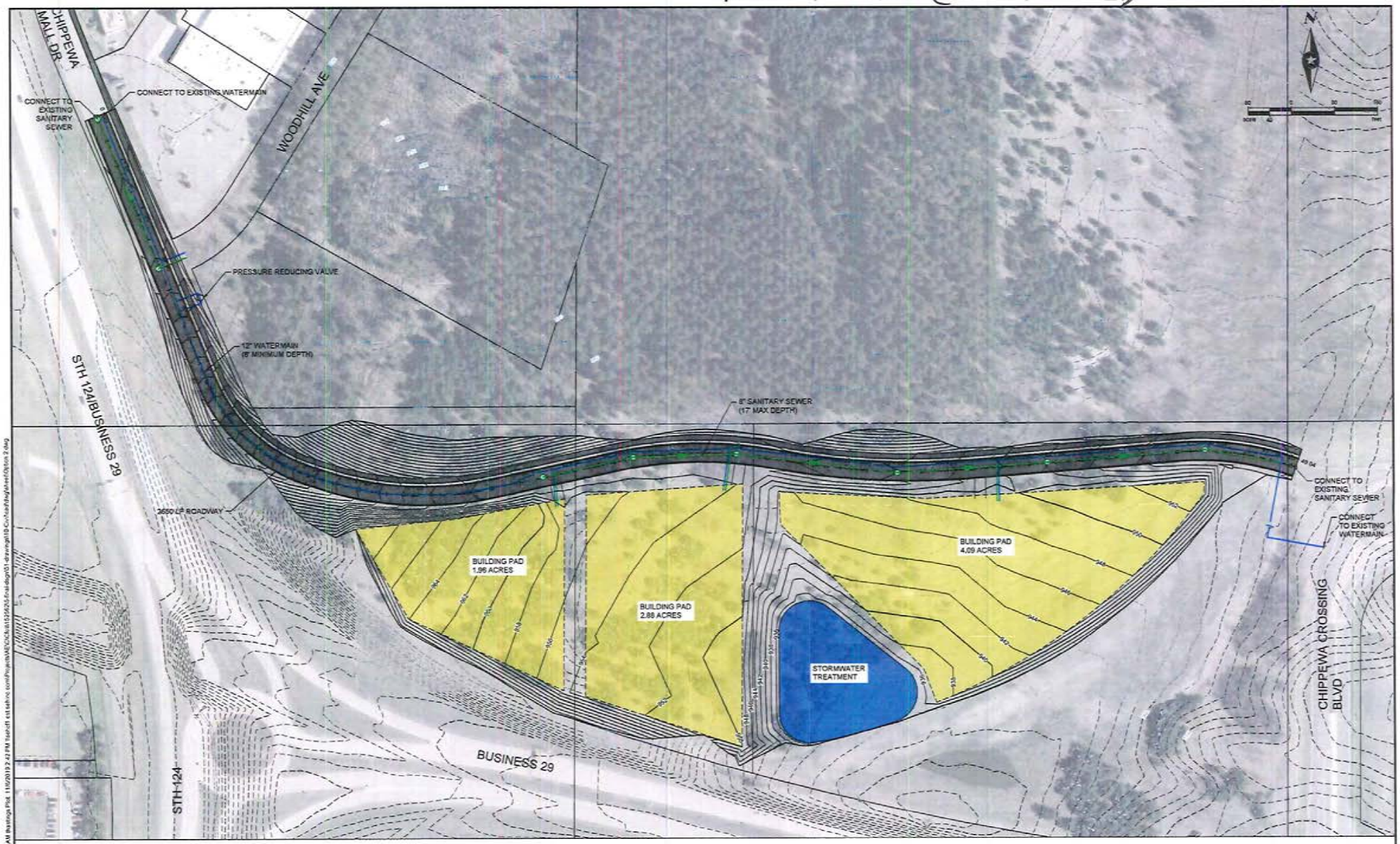
Option #1, South Route

BPW
2/10/2020

DRAWN BY: TJH DESIGNER: TJH CHECKED BY: DAS DESIGN TEAM	NO.	BY	DATE	REVISIONS	SEH PHONE: 715.720.6200 10 NORTH BRIDGE STREET CHIPPEWA FALLS, WI 54729 www.sehinc.com	CHIPPEWA MALL DRIVE EXTENSION CHIPPEWA FALLS, WISCONSIN	PRELIMINARY GRADING AND LAYOUT OPTION 1	FILE NO. CPC/T 152562 DATE 11/6/2019	C

Option #2
North Route (Recommended)

BPW
2/10/2020



DRAWN BY: TJH DESIGNER: TJH CHECKED BY: DAS DESIGN TEAM	NO.	BY	DATE	REVISIONS	SEH PHONE 715.720.6200 10 NORTH BRIDGE STREET CHIPPEWA FALLS, WI 54729 www.sehinc.com	CHIPPEWA MALL DRIVE EXTENSION CHIPPEWA FALLS, WISCONSIN	PRELIMINARY GRADING AND LAYOUT OPTION 2	FILE NO. CFCIT 152562 DATE 11/6/2019 D

Option #3
Gap Route

BPW
2/10/2020

DRAWN BY TJH DESIGNER TJH CHECKED BY DAS DESIGN TEAM	NO	BY	DATE	REVISIONS	SEH PHONE 715.735.6200 10 NORTH BRIDGE STREET CHIPPEWA FALLS, WI 54729 www.sehinc.com	CHIPPEWA MALL DRIVE EXTENSION CHIPPEWA FALLS, WISCONSIN	PRELIMINARY GRADING AND LAYOUT OPTION 3	FILE NO CFCIT 153582 DATE 11/6/2019	E

STAGING/LAYDOWN SITE LEASE

THIS AGREEMENT (the "**Lease**"), made this _____ day of _____, 20___ between, The City of Chippewa Falls, Wisconsin, hereinafter called "**Lessor**", and NORTHERN STATES POWER COMPANY, a Wisconsin Corporation, hereinafter called "**NSP**";

WITNESSETH:

Add Lease Rate + Sno Storage Clause + Fireworks Clause

That Lessor does hereby lease unto NSP, its employees, assigns and contractors, and NSP does hereby accept from Lessor that certain real estate within the County of Chippewa, State of Wisconsin, described as follows: that certain parcel of land with a Parcel I.D. Number known as 22808-0711-70586001 (the "**Lease Area**") as depicted on the attached "**Exhibit A**".

NSP desires permission to use the Lease Area for the temporary construction of storage and office space, refueling equipment, tree removal, storing chipped bedrock, and site access as part of a cooperative effort by and between NSP and the Lower Chippewa River Settlement Implementation Team (IT) to reduce fish stranding below the spillway at the Chippewa Falls Hydroelectric Project. (collectively, the "**Permitted Use**"), and

Excess chipped bedrock may be made available for use by the Lessor. Any unused bedrock will be permanently disposed of within the Lease Area at a site designated by the Lessor.

This Lease also includes the right of NSP to have reasonable access to said Lease Area. Such access and use shall be generally followed as noted on Exhibit A.

The initial term of this Agreement shall begin June 1, 2020 and end November 30, 2020 (the "**Initial Term**"). NSP shall accept the leased premises in an "as is" condition. This Lease may be extended for an additional term commencing April 1, 2021and ending November 30, 2021 (the "**Extended Term**"). To extend the term, NSP shall notify Lessor of such request for an Extended Term on or before December 31, 2020.

NSP agrees to restore all damages to landscaping, roads and driveways, fences, livestock, crops, fields and other Lessor personal property at the Lease Area caused by NSP's exercise of the lease rights granted herein. Claims on account of such damages may be referred to NSP's Siting and Land Rights Department.

NSP, at NSP's expense, shall obtain and keep in full force during the term of this Lease a policy of combined single limit bodily injury and property damage insurance written on an occurrence basis insuring NSP (with Lessor as an additional insured) against any liability arising out of NSP's use and occupancy of the Lease Area. The insurance shall be in an amount not less than Two Million Dollars ($2,000,000) per occurrence. The policy shall provide blanket contractual liability coverage. The insurance to be maintained by NSP shall be primary and not

contributory to any other insurance maintained by Lessor. NSP shall deliver to Lessor a certificate of insurance prior to commencement of the term of this Lease and a renewal certificate of insurance shall be delivered to Lessor not less than ten (10) days prior to the expiration of the then current policy.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

LESSOR:

By: _____

Name: _____

Its: _____

NORTHERN STATES POWER COMPANY,
a Wisconsin corporation

By: _____

Name: _____

Its: _____

Exhibit A
Lease Area

Rick Rubenzer

To: Tollefson, Blake R
Subject: RE: Chippewa Falls Dam Sturgeon Stranding Mitigation

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From: Tollefson, Blake R [mailto:Blake.Tollefson@xcelenergy.com]
Sent: Monday, February 03, 2020 9:07 AM
To: Rick Rubenzer
Subject: RE: Chippewa Falls Dam Sturgeon Stranding Mitigation

Hi Rick,

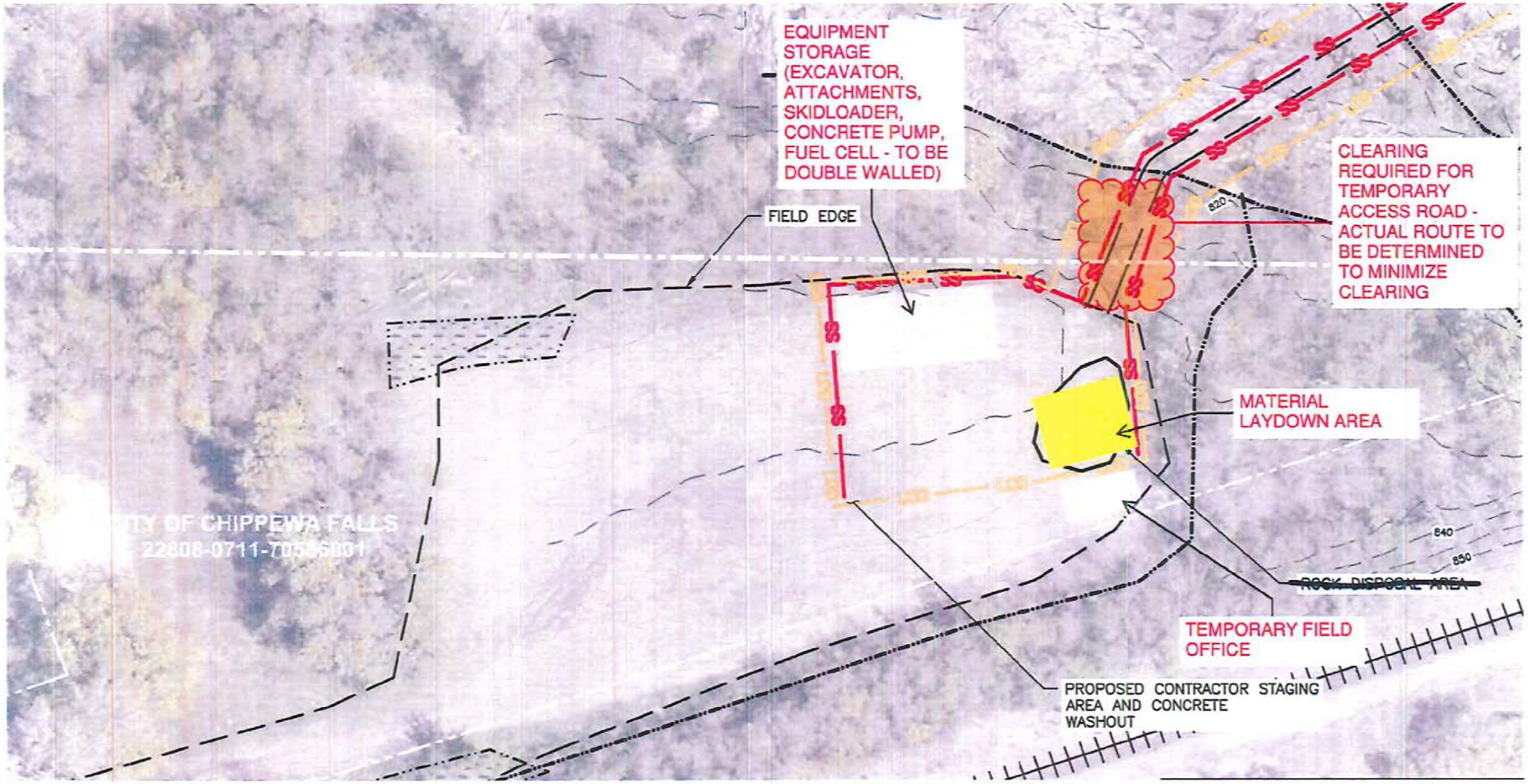
Here are the answers:

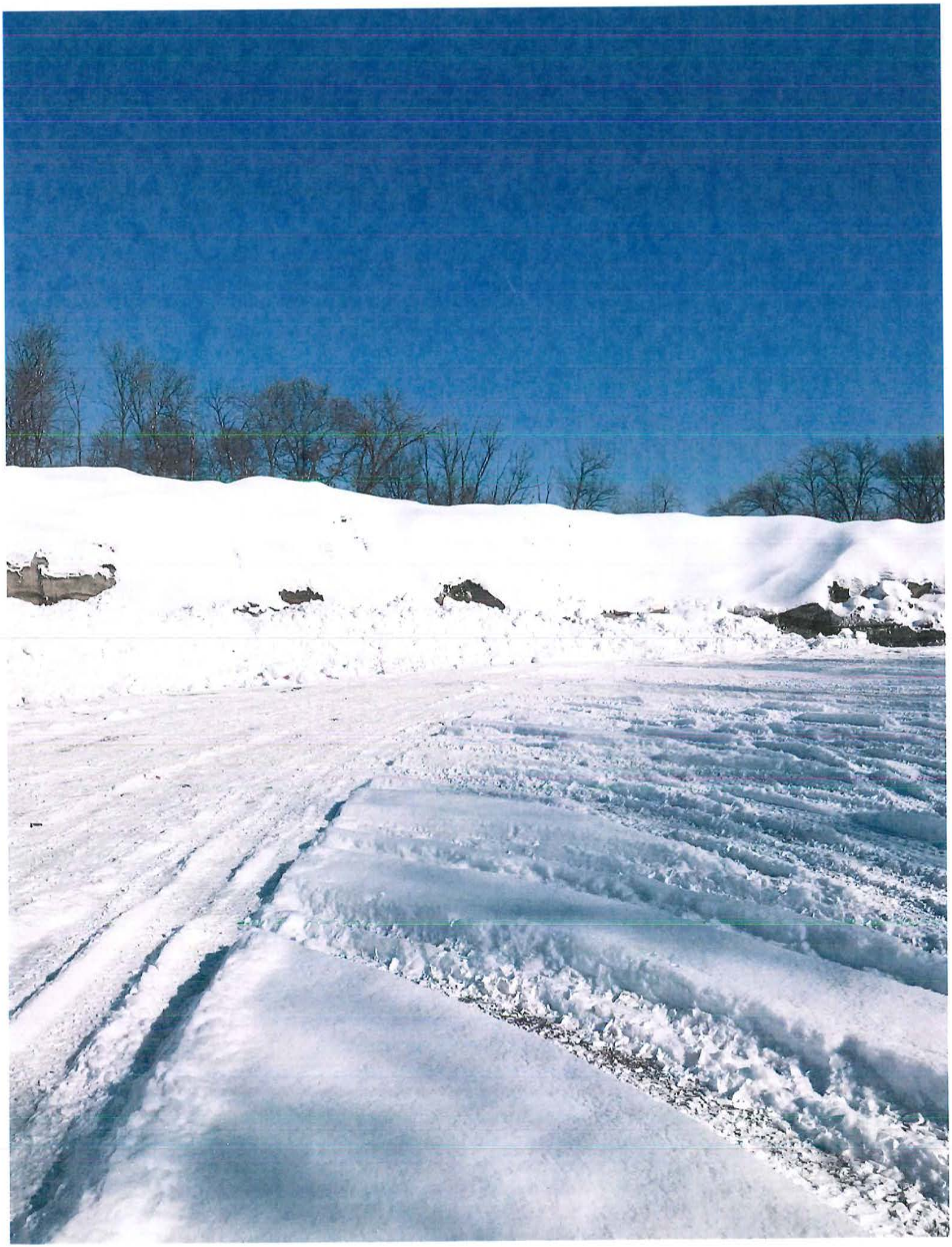
1. What kind of construction trailer? Where would this be located? A mobile mini trailer, approximately 8' x 20'. I've attached a preliminary site map.
2. What kind fuel storage? Where would this be located? Fuel storage will be off-road diesel and will be stored in a DOT and OSHA approved double-walled container. The site map has this identified as "Equipment staging".
3. Will the liability policy provided by NSP cover anything that happens on site related to the trailer and fuel storage? The insurance certificate is provided in the incident that a claim of bodily injury, including death, and/or property damage arise from the use of the land.
4. In regards to the granite chips, is NSP providing these to the City to offset the normal lease amount required? Recent estimates show that there will not likely be as much material left at the end of the project. My understanding was that we planned to offer this because we didn't have a use for it. If there is still material left, and the City has interest, then we could figure that out.
5. Can the site still be used for launching fireworks while NSPs equipment is on site? At the present time, we don't anticipate mobilization until after the 4th of July.

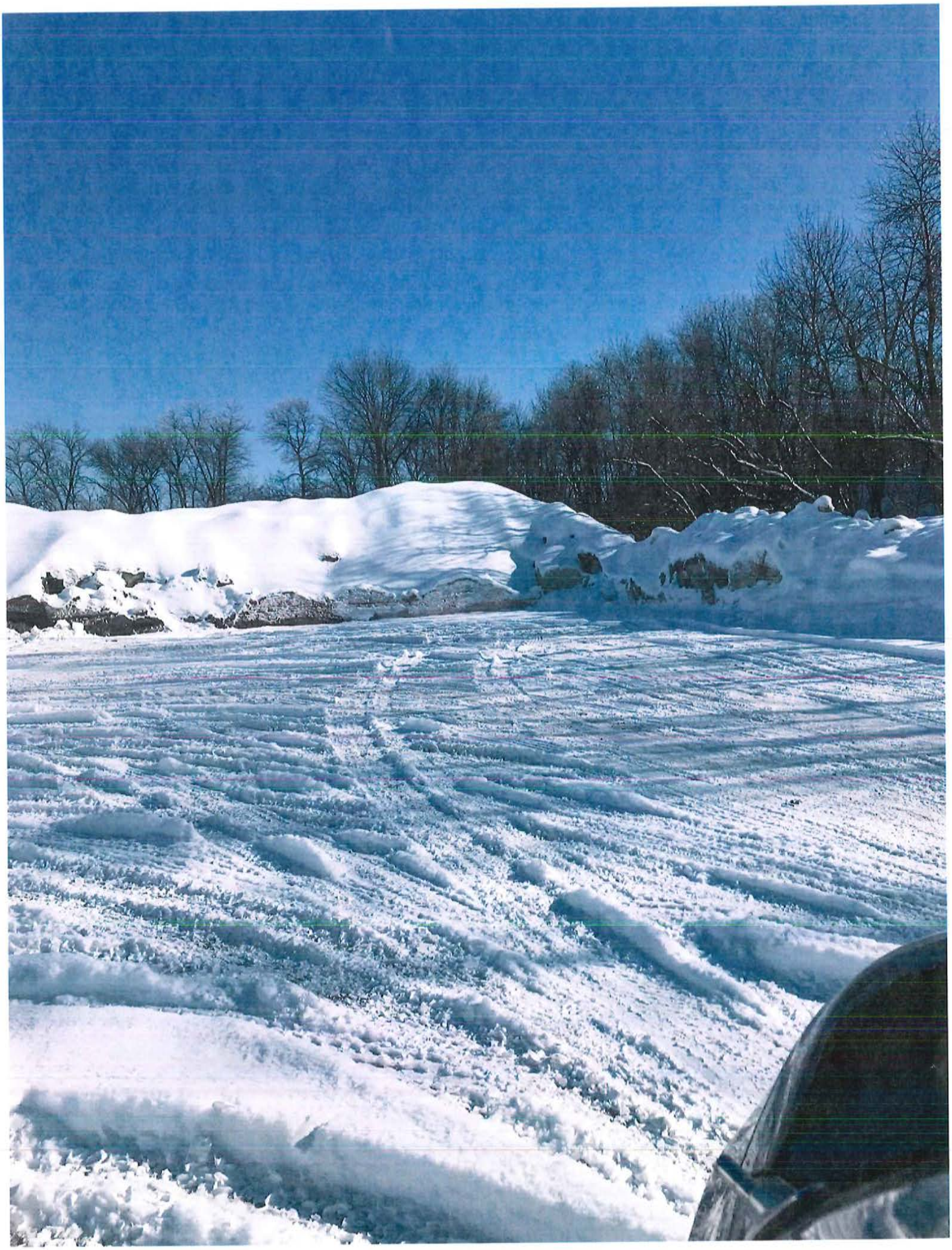
Let me know if you have any other questions or concerns.

Thanks,

Blake R. Tollefson
Xcel Energy | Responsible By Nature
Siting & Land Rights Agent
1414 W Hamilton Avenue, Eau Claire, WI 54702
P.O. Box 008
P: 715.737.2574 C: 218.269.8486
E: **blake.tollefson@xcelenergy.com**


EQUIPMENT STORAGE (EXCAVATOR, ATTACHMENTS, SKIDLOADER, CONCRETE PUMP, FUEL CELL - TO BE DOUBLE WALLED)
FIELD EDGE
CLEARING REQUIRED FOR TEMPORARY ACCESS ROAD - ACTUAL ROUTE TO BE DETERMINED TO MINIMIZE CLEARING
820
MATERIAL LAYDOWN AREA
840
850
ROCK DISPOSAL AREA
TEMPORARY FIELD OFFICE
PROPOSED CONTRACTOR STAGING AREA AND CONCRETE WASHOUT
TY OF CHIPPEWA FALLS
22808-0711-70586001





Classification and Width Determination for Elm Street
Perry Street to Wheaton Street
BPW 2/10/2020

Main Considerations:

- Traffic Count Information (May 2019):
  - Elm Street – (Perry Street to Terrill Street): 2541 vpd
  - Elm Street – (Terrill Street to St Paul Street): 3137 vpd
  - Elm Street – (St Paul Street to St Augustine): 3222 vpd

- Existing Width:
  - Elm Street – (Perry Street to Wheaton Street): 40 feet from face to face of curb

- WisDOT Functional Classification – Minor Arterial

Other Considerations:

- On-street parking is allowed in this section and is often utilized by residents.
- Land Uses – Residential
- Elm Street serves as a minor arterial entrance into the City from CTH N outside the City Limits.
- Boulevard trees will be affected by this project regardless of width. Trees present in this section vary in size and some are currently impacting adjacent concrete and will be removed with the project.
- Sidewalk is present on both sides of the street except for half block on southwest side of Elm and Terrill.
- Major pedestrian traffic generators are the High School, Middle School, and Hillcrest Elementary. The portion of Elm Street without sidewalk is within a half mile walkshed of the schools and is not served by busses for any of the schools.
- Most of the traffic crashes were located at the intersection of Elm and Terrill. Sight distance will be confirmed at that location to see if improvements can be made.

Conclusions:

- **Chippewa Falls Reconstruction Ordinance Functional Classification – Urban Minor Arterial**

Width Recommendation:

- **Elm Street: (Perry Street to Wheaton Street) – 40 feet face to face of curb**
  - (Existing width – 40 feet)
- **Recommend addition of sidewalk on the south side of Elm Street between Perry and Terrill where it currently does not exist.**

Recommendations were based on traffic volumes, pedestrian usage, allowed parking, and impact to the surrounding neighborhood. The existing 40' street functions well for existing and forecasted demands. By keeping the street at 40' width it will match the 2019 project east of Wheaton Street creating a uniform street section. No major traffic changes would be expected for the life cycle of the proposed street. Increasing the width greater than 40 feet would make driveways quite steep for many residences.

Functional Classification of Streets	Number of Traffic Lanes	Curb to Curb Width			
		No Parking		With Parking	
		Range of Normal Widths	Desirable	Range of Normal Widths	Desirable
Local	2	28'--32'	30'	30'--38'	36'
Collector	2	30'--34'	32'	36'--40'	38'
Minor Arterial	2	34'--36'	36'	40'--52'	42
Principal Arterial - Other than freeways and expressways	2--4	36'--52'	2 ln - 36' 4 ln - 52'	------	------

Ordinance No. 2020

AN ORDINANCE ESTABLISHING THE WIDTH OF PAVEMENT ON ELM STREET (Perry St. to Wheaton St.) AT 40 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) 6. i) be and is hereby created to read as follows:

   6. The roadway width shall be 40 feet face to face of curbs on the following streets:
      i) Elm Street – (Perry St. to Wheaton St.)

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

Dated this 17th day of March, 2020.

1st READING: March 3, 2020

2nd READING: March 17, 2020

ADOPTED:_____ _____
Council President

APPROVED:_____
Mayor

ATTEST:_____
City Clerk

PUBLISHED:_____

DRAFT

Classification and Width Determination for Huron Street
Elm Street to Macomber Street
BPW 2/10/2020

Main Considerations:

- Traffic Count Information (N/A):
  - Estimated traffic count is < 150 vpd. Traffic counts were not taken, but counts from Dwight St in 2016 were 134 vpd.
- Existing Width:
  - High Street – (Elm Street to Macomber Street): 30 feet from face to face of curb
- WisDOT Functional Classification – Local

Other Considerations:

- On-street parking is allowed in this section but not heavily utilized as most homes face the north/south street and have garages.
- Land Uses – Residential
- Sidewalk is present on both sides of the street from Elm to Dwight and on the west side of the street only from Dwight to Macomber.
- Pedestrian traffic is would have slight increase over the neighborhood generated traffic as the sidewalk leads to the trail which accesses Irvine Park.

Conclusions:

- **Chippewa Falls Reconstruction Ordinance Functional Classification – Local Street**

Width Recommendation:

- **Huron Street: (Elm Street to Macomber Street) – 30 feet face to face of curb**
  - (Existing width – 30 feet)

Recommendations were based on limited traffic crash incidents, pedestrian usage, allowed parking, and impact to the surrounding neighborhood. The existing street functions well for existing and forecasted demands. A uniform width was used throughout the corridor. No major traffic changes would be expected for the life cycle of the proposed street.

Functional Classification of Streets	Number of Traffic Lanes	Curb to Curb Width			
		No Parking		With Parking	
		Range of Normal Widths	Desirable	Range of Normal Widths	Desirable
Local	2	28'--32'	30'	30'--38'	36'
Collector	2	30'--34'	32'	36'--40'	38'
Minor Arterial	2	34'--36'	36'	40'--52'	42
Principal Arterial - Other than freeways and expressways	2--4	36'--52'	2 ln - 36' 4 ln - 52'	------	------

Ordinance No. 2020-

AN ORDINANCE ESTABLISHING THE WIDTH OF PAVEMENT ON HURON STREET (Elm St. to Macomber St.) AT 30 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) 4. z) be and is hereby created to read as follows:

   4. The roadway width shall be 30 feet face to face of curbs on the following streets:
      z) Huron Street – (Elm St. to Macomber St.)

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

Dated this 17th day of March, 2020.

1st READING: March 3, 2020

2nd READING: March 17, 2020

ADOPTED:_____ _____
Council President

APPROVED:_____
Mayor

ATTEST:_____
City Clerk

PUBLISHED:_____

DRAFT

Classification and Width Determination for Linden Street
Maple Street to Woodward Avenue
BPW 2/10/2020

Main Considerations:

- Traffic Count Information (June 2019):
  - Maple St – Main St: 195 vpd
  - Main St – Woodward Ave: 234 vpd
- Existing Width:
  - High Street – (Maple St to Woodward Ave): 30 feet from face to face of curb
- WisDOT Functional Classification – Local

Other Considerations:

- On-street parking is allowed in this section but not heavily utilized as most homes face the north/south street and have garages.
- Land Uses – Residential
- Holy Ghost School/Church located 1 block north
- Southview School located 3 blocks to the east
- Sidewalk not present on either side of the street from Maple to Main.
- Sidewalk currently exists east and west of Maple to Main segment
- Project is located within half mile walkshed of Southview Elementary
- Some boulevard trees will be affected regardless of width. If width remains the same, the least amount of boulevard trees will need removal.
- Linden Street from Woodward to A Street was constructed in 2004 at 30 feet face to face of curb.
- Traffic on Linden Street is likely to decrease once the connection to Park Avenue from Greenville is eliminated with the Park Avenue project in 2020.

Conclusions:

- **Chippewa Falls Reconstruction Ordinance Functional Classification – Local Street**

Width Recommendation:

- **Linden Street: (Maple Street to Woodward Avenue) – 30 feet face to face of curb**
  - (Existing width – 30 feet face to face of curb)
- **Recommend addition of sidewalk on Linden Street between Maple St and Main St on both sides of street if possible.**

Recommendations were based on limited traffic crash incidents, pedestrian usage, allowed parking, and impact to the surrounding neighborhood. The existing street functions well for existing and forecasted demands. A uniform width was used throughout the corridor including the segment east of proposed project.

Functional Classification of Streets	Number of Traffic Lanes	Curb to Curb Width			
		No Parking		With Parking	
		Range of Normal Widths	Desirable	Range of Normal Widths	Desirable
Local	2	28'–32'	30'	30'–38'	36'
Collector	2	30'–34'	32'	36'–40'	38'
Minor Arterial	2	34'–36'	36'	40'–52'	42
Principal Arterial - Other than freeways and expressways	2–4	36'–52'	2 ln - 36' 4 ln - 52'	------	------

Ordinance No. 2020-

AN ORDINANCE ESTABLISHING THE WIDTH OF PAVEMENT ON LINDEN STREET (Maple St. to Woodward Ave.) AT 30 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) 4. aa) be and is hereby created to read as follows:

   4. The roadway width shall be 30 feet face to face of curbs on the following streets:
      aa) Linden Street – (Maple St. to Woodward Ave.)

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

Dated this 17th day of March, 2020.

1st READING: March 3, 2020

2nd READING: March 17, 2020

ADOPTED:_____ _____
Council President

APPROVED:_____
Mayor

ATTEST:_____
City Clerk

PUBLISHED:_____

DRAFT

Classification and Width Determination for Prentice Street
Morris Street to Fourth Avenue
BPW 2/10/2020

Main Considerations:

- Traffic Count Information (N/A):
  - Estimated traffic count is < 150 vpd. Traffic counts were not taken in 2019 for the project. Traffic counts taken in 2007 from Morris to Goldsmith indicated 100 vpd.
- Existing Width:
  - Prentice Street – (Morris Street to Goldsmith Street): 34 feet edge to edge of asphalt
  - Prentice Street – (Goldsmith Street to First Avenue): 25 feet edge to edge of asphalt
  - Prentice Street – (First Avenue to Second Avenue): 38 feet from face to face of curb
  - Prentice Street – (Second Avenue to Third Avenue): 27 feet edge to edge of asphalt
  - Prentice Street – (Third Avenue to Fourth Avenue): 21 feet edge to edge of asphalt

- WisDOT Functional Classification – Local

Other Considerations:

- On-street parking is allowed in this section, but not heavily utilized by residents.
- Land Uses – Residential
- Recommended width adjustment will not have a major effect on boulevard trees as most are far enough away from the roadway and no sidewalk is present in this location.
- Pedestrian traffic would be neighborhood generated and no major sources of through pedestrian traffic have been noted. The street is located within a half mile walkshed of Parkview Elementary.
- Sidewalk does not currently exist on either side of the roadway. It is not recommended to add sidewalk due to the low traffic volumes, lack of pedestrian traffic generators, and lack of sidewalk on surrounding streets.

Conclusions:

- **Chippewa Falls Reconstruction Ordinance Functional Classification – Local Street**

Width Recommendation:

- **Prentice Street: (Morris Street to Fourth Avenue) – 30 feet face to face of curb**
  - (Existing width – 25 to 38 feet)

Recommendations were based on limited traffic crash incidents, low pedestrian usage, allowed parking, and impact to the surrounding neighborhood. A uniform width was used throughout the corridor. It was recommended to add curb and gutter throughout the project for uniformity and to help with stormwater drainage. No major traffic changes would be expected for the life cycle of the proposed street.

Functional Classification of Streets	Number of Traffic Lanes	Curb to Curb Width			
		No Parking		With Parking	
		Range of Normal Widths	Desirable	Range of Normal Widths	Desirable
Local	2	28'--32'	30'	30'--38'	36'
Collector	2	30'--34'	32'	36'--40'	38'
Minor Arterial	2	34'--36'	36'	40'--52'	42
Principal Arterial - Other than freeways and expressways	2--4	36'--52'	2 ln - 36' 4 ln - 52'	------	------

Ordinance No. 2020-

AN ORDINANCE ESTABLISHING THE WIDTH OF PAVEMENT ON PRENTICE STREET (Morris St. to Fourth Ave.) AT 30 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) 4. cc) be and is hereby created to read as follows:

   4. The roadway width shall be 30 feet face to face of curbs on the following streets:
      cc) Prentice Street – (Morris St. to Fourth Ave.)

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

Dated this 17th day of March, 2020.

1st READING: March 3, 2020

2nd READING: March 17, 2020

ADOPTED:_____ _____
Council President

APPROVED:_____
Mayor

ATTEST:_____
City Clerk

PUBLISHED:_____

DRAFT

Classification and Width Determination for Fourth Avenue
Prentice Street to Broadway Avenue
BPW 2/10/2020

Main Considerations:

- Traffic Count Information (N/A):
  - Estimated traffic count is < 100 vpd. Traffic counts were not taken on this roadway.
- Existing Width:
  - Fourth Avenue – (Prentice Street to Broadway Street): 25 feet edge to edge of asphalt
- WisDOT Functional Classification – Local

Other Considerations:

- On-street parking is allowed in this section, but not heavily utilized by residents.
- Land Uses – Residential on south side, driveway to commercial (Stelter) on north side.
- Recommended width adjustment may cause additional boulevard trees to be removed. Some of these trees would likely be removed if the roadway stayed the existing width as they are next to the existing roadway.
- Pedestrian traffic would be neighborhood generated and no major sources of through pedestrian traffic have been noted. The street is located within a half mile walkshed of Parkview Elementary.
- Sidewalk does not currently exist on either side of the roadway. It is not recommended to add sidewalk due to the low traffic volumes, lack of pedestrian traffic generators, and lack of sidewalk on surrounding streets.
- This project would be constructed in conjunction with the Prentice Street project from Morris to Fourth Avenue which is also recommended for a 30 foot face to face of curb width.

Conclusions:

- **Chippewa Falls Reconstruction Ordinance Functional Classification – Local Street**

Width Recommendation:

- **Fourth Avenue: (Prentice Street to Broadway Avenue) – 30 feet face to face of curb**
  - (Existing width – 25 feet)

Recommendations were based on limited traffic crash incidents, low pedestrian usage, allowed parking, and impact to the surrounding neighborhood. A uniform width was used throughout the corridor. It was recommended to add curb and gutter throughout the project for uniformity and to help with stormwater drainage. No major traffic changes would be expected for the life cycle of the proposed street.

Functional Classification of Streets	Number of Traffic Lanes	Curb to Curb Width			
		No Parking		With Parking	
		Range of Normal Widths	Desirable	Range of Normal Widths	Desirable
Local	2	28'--32'	30'	30'--38'	36'
Collector	2	30'--34'	32'	36'--40'	38'
Minor Arterial	2	34'--36'	36'	40'--52'	42
Principal Arterial - Other than freeways and expressways	2--4	36'--52'	2 ln - 36' 4 ln - 52'	------	------

Ordinance No. 2020-

AN ORDINANCE ESTABLISHING THE WIDTH OF PAVEMENT ON FOURTH AVENUE (Prentice St. to Broadway Ave.) AT 30 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) 4. bb) be and is hereby created to read as follows:

   4. The roadway width shall be 30 feet face to face of curbs on the following streets:
      bb) Fourth Avenue – (Prentice St. to Broadway Ave.)

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

Dated this 17th day of March, 2020.

1st READING: March 3, 2020

2nd READING: March 17, 2020

ADOPTED:_____ _____
Council President

APPROVED:_____
Mayor

ATTEST:_____
City Clerk

PUBLISHED:_____

DRAFT

City of Chippewa Falls
Snow Removal Policy

Approved 3/1/2011
Revised November 3, 2015

1. **Introduction.**

The City of Chippewa Falls believes that it is in the best interest of City residents for City Forces to assume basic responsibility for control of snow and ice on city streets. Reasonable ice and snow control is necessary for routine travel and emergency services. The City will provide such control in a safe and cost effective manner, keeping in mind safety, budget, personnel and environmental concerns. The City will use city employees and equipment to provide this service.

The City of Chippewa Falls will strive to maintain safe conditions for drivers observing winter driving conditions. However, this is not an absolute "bare pavement" policy.

It must be recognized that, although this policy sets general guidelines to be followed, each storm has its own character with variable conditions. The policy must remain flexible and take into consideration these variables.

2. **Determination of need for snow and ice control procedures.**

The on call personnel shall generally keep themselves apprised of changing weather conditions. However, the Chippewa Falls Public Works relies heavily on the observations of the Chippewa Falls Police Department personnel and various other sources to alert them to road conditions.

The on call personnel will decide when to begin snow or ice control operations. The criteria for that decision are:

A. Total snow accumulation of approximately 2 to 3-inches or more;

B. Drifting of snow that causes problems for travel;

C. Icy conditions which seriously affect travel; and

D. Time of snow in relationship to heavy use of streets.

Generally, operations will continue until all roads are passable. Widening and cleanup operations may continue immediately or on the following work day depending on conditions and circumstances. Safety of the plow operators and the public is important. Therefore, snow plowing/removal operations may be terminated after a period of time to allow personnel adequate rest. There may be instances where this is not possible depending on storm conditions and other circumstances. Operations may also be suspended during times of limited visibility, significant winds or severe cold for employee safety and equipment preservation. Any decision to suspend operations shall be made by on call personnel based on the conditions of the storm. The City will provide access for emergency fire, police and medical services on an "as-needed" basis during the major snow or ice storm.

3. **How snow will be plowed.**

Snow will be plowed in a manner so as to minimize any traffic obstructions. Generally, the center of the roadway will be plowed first. The snow shall then be pushed from left to right. The discharge shall go into the boulevard area of the street.

4. **Snow removal.**

Responsible city personnel will determine when snow will be removed by truck from the area. Such snow removal will occur in areas where there is no room on the boulevard for snow storage and in areas where accumulated piles of snow create a hazardous condition. Snow removal operations will not commence until other snowplowing operations have been completed. Snow removal operations may also be delayed depending on weather conditions, personnel and budget availability. The snow will be removed and hauled to a snow storage area. The snow storage area will be located so as to minimize environmental problems.

5. **Priorities and schedule for which streets will be plowed.**

The City of Chippewa Falls maintains approximately 100 miles of streets. The City has classified city streets based on function, traffic volume, and importance to the welfare of the community. Routes will be plowed in the most cost effective and timely manner. Those streets classified as Priority #1 will be plowed first. These are high volume routes which connect major sections of the city and provide access for emergency fire, police and medical services.

Priority #2 streets are those streets providing access to schools and commercial businesses.

Where steep hills or other safety concerns exist a street may be advanced to a higher priority for plowing. For operating efficiency some lower priority streets may be done when equipment is in the area rather than returning later. This will vary by storm severity.

Priority #3 streets are low volume residential streets.

Priority #4 areas are alleys and city parking lots.

6. **Weather conditions.**

Snow and ice control operations will be conducted only when weather conditions do not endanger the safety of employees or equipment, and operations are effective. Factors that may delay snow and ice control operations include but are not limited to: severe cold, significant winds, limited visibility and rapid accumulations of snow and/or ice.

7. **Use of sand, salt and other chemical.**

The City will use sand, salt and other chemicals when there is hazardous ice or slippery conditions. The City is concerned about cost and the effect of such chemicals on the environment and will limit its use for that reason. Even after reasonable care, snow and ice may still build up.

8. **Sidewalks.**

Sidewalks are addressed in Ordinance #8.11.

9. **Emergency situations.**

For emergency vehicles responding to situations (fire, medical, police) within the city, or Fire Department/Police Department jurisdiction, necessary employees and equipment will be dispatched as soon as possible.

10. Damage.

Only legal properties allowed by city ordinance to be adjacent to streets and damaged by actual contact with city equipment will be considered for repair or replacement at city expense. Damage to trees, shrubbery and other landscaping will not be considered for compensation.

11. Driveways.

One of the most frequent problems in plowing snow from public streets is snow deposited in driveways. The operators make every attempt to minimize the amount of snow deposited in driveways; however due to the inherent design of plow equipment the amount can still be significant. Due to established policies, city personnel do not provide driveway cleaning. Possible exemptions are at the discretion of on call personnel for a fire or medical emergency situation.

12. Mailboxes.

Where mailboxes are placed adjacent to the street it shall be the policy of the City to plow as close as practical to the curb to allow for passage of traffic and mail delivery. It shall be the responsibility of the property owner to keep piles snow away from the mailboxes so mail can be delivered. ***When a mailbox is damaged or destroyed during a snow removal operation, City Resolution R-08-38(attached) shall apply and the appropriate actions will be taken.***

13. State of Wisconsin/Chippewa County Plowing.

Certain streets, such as sections of STH 124, within the City are maintained by the Wisconsin Department of Transportation or Chippewa County and are subject to other maintenance policies.

14. Parking

The City of Chippewa Falls has adopted various ordinances for parking restrictions, which are modified periodically.

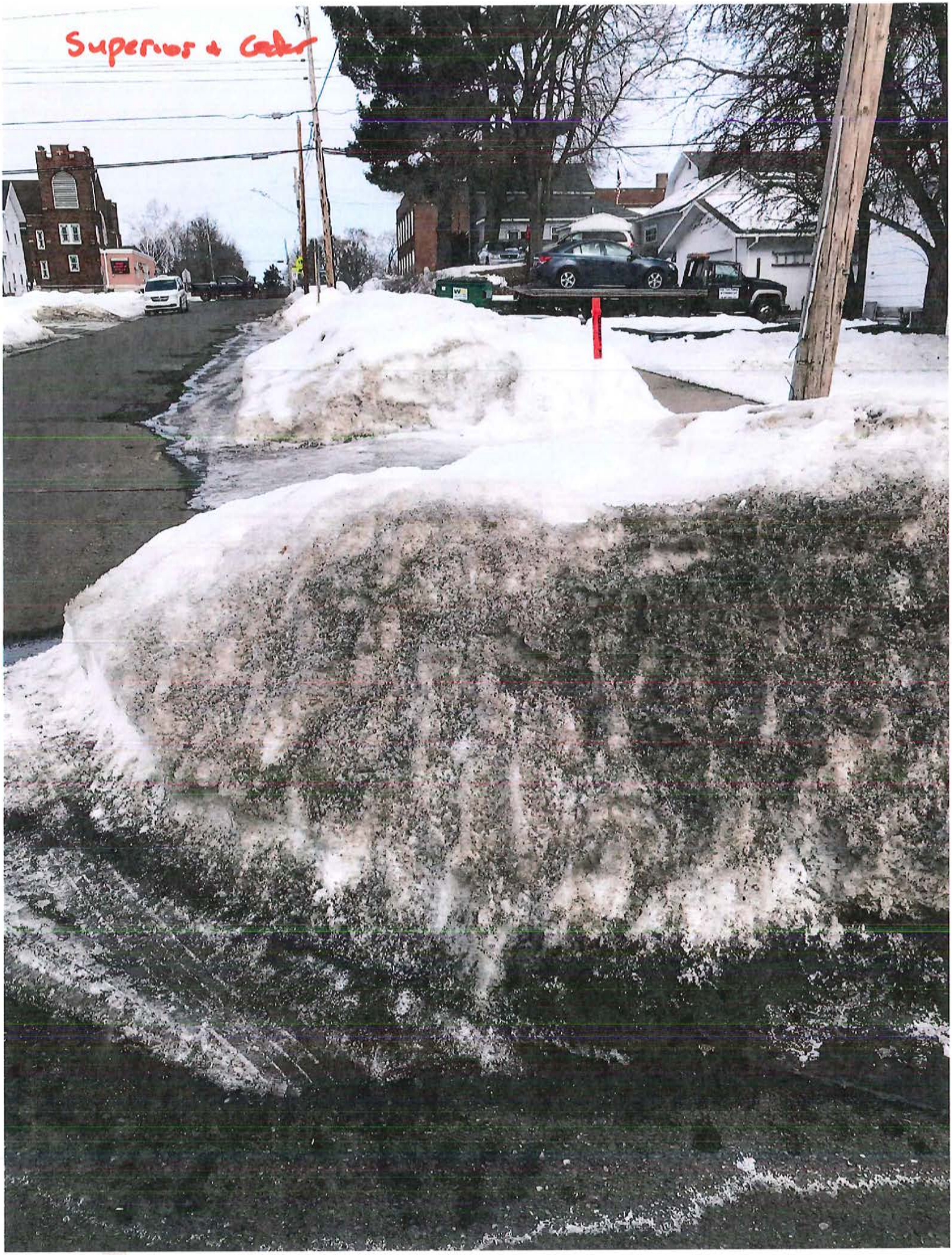
15. Complaints.

Complaints regarding snow and ice control or damage shall be taken by the Public Works Department during normal business hours Monday – Friday 8:30 am – 4:30 pm at (715) 726-2736. Complaints involving access to property or problems requiring immediate attention shall be handled on a priority basis. Response time may vary for any complaint. It should be understood that complaint responses are to ensure that the provisions of this policy have been fulfilled and that all residents of the City have been treated uniformly.

8.11 - SNOW AND ICE REMOVAL .

(1) FROM SIDEWALKS. (Am. #90-18) The owner or occupant of every premises fronting upon any street within the City shall keep the sidewalks in front of such premises reasonably clear of snow and ice and shall clear the snow from each sidewalk within 24 hours after each snowfall. If the owner or occupant shall fail to clear the snow and ice as required hereunder, the City Building Inspector shall cause the same to be done by removal or by placing sand or a combination thereof and the cost thereof assessed against the abutting property as a special tax.

(2) SNOW REMOVAL RESTRICTIONS. (Am. #92-4; #97-5; #2013-05) No person in clearing snow from driveways, parking lots, filling stations, garage entrances, or other large areas shall place such snow on the paved portion of any streets or public ways, or on the property of another or on the public right-of-way adjacent to the property of another, without consent of said property owner or in such a manner as to block the vision of motorists at intersections, or create a traffic hazard. Such person shall cause such accumulation of snow to be hauled away immediately. If said person does not cause the accumulation to be hauled away immediately, the City engineer or his appointee shall cause the same accumulation to be removed and the cost thereof assessed against the abutting property as a special tax. The amount of special tax shall be determined to be the cost for a loader and operator and dump truck and driver at the then current rate for City of Chippewa Falls personnel and equipment. The minimum charge shall be one hour of a loader and operator and one hour of a dump truck and driver. In the Central Business District, where walks have been constructed from the street right-of-way line to the curb, snow from the sidewalk may be deposited in the portion of the public way intended for parking, but not in any portion of the traveled section of such public way. With permission of the Street and Utilities Maintenance Manager, residents or businesses located in the City of Chippewa Falls may haul accumulations to one of the City of Chippewa Falls Snow Dumping yards.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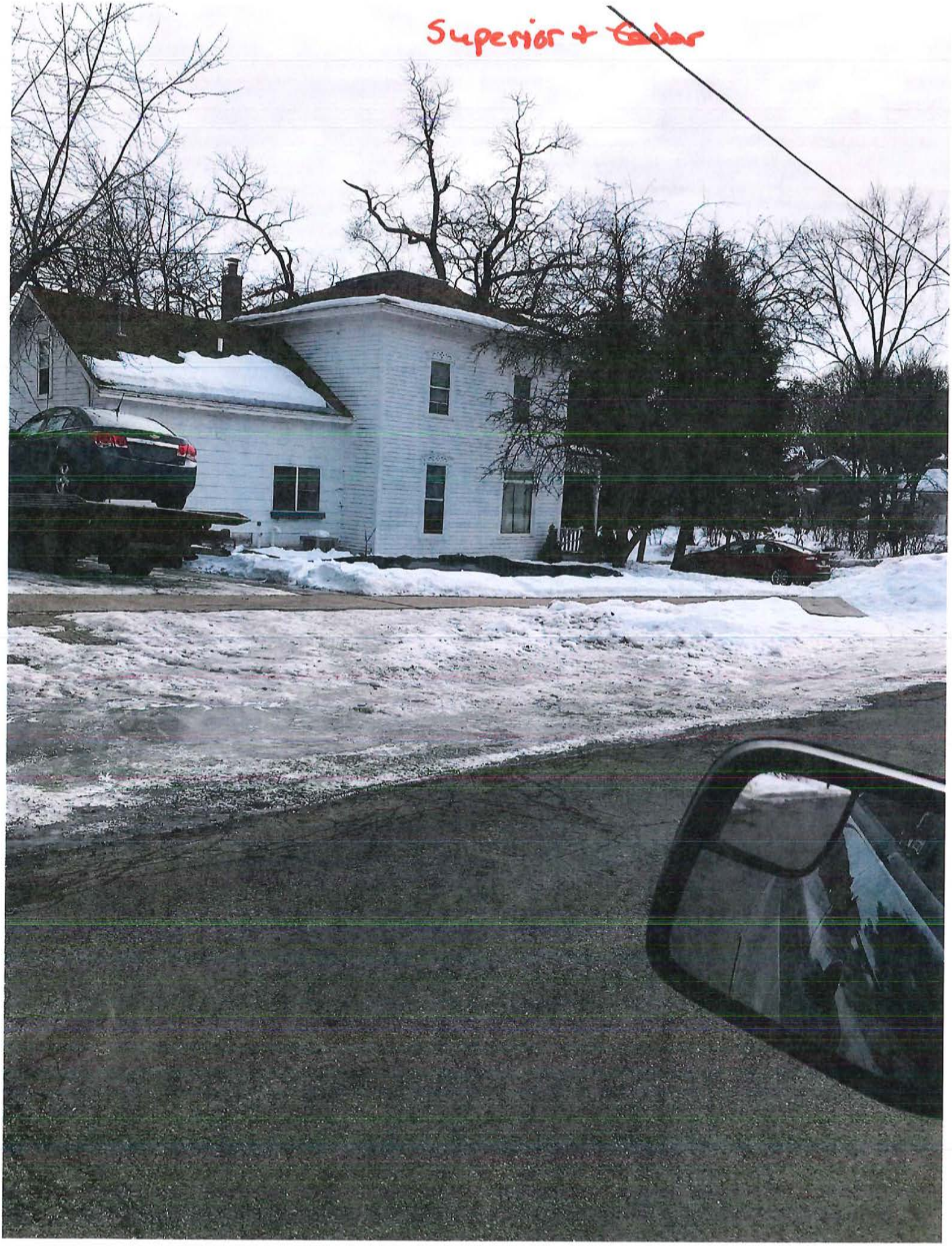
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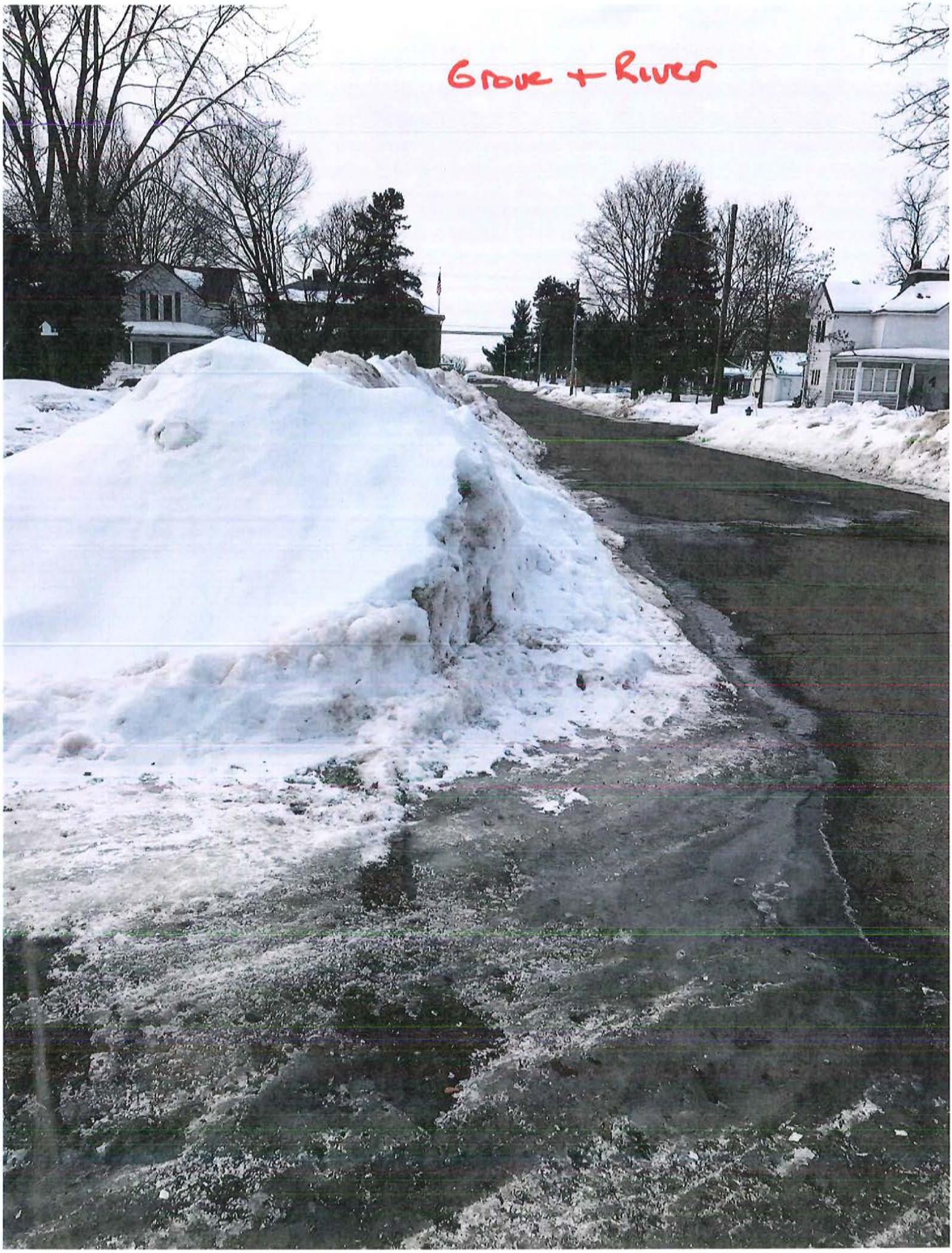
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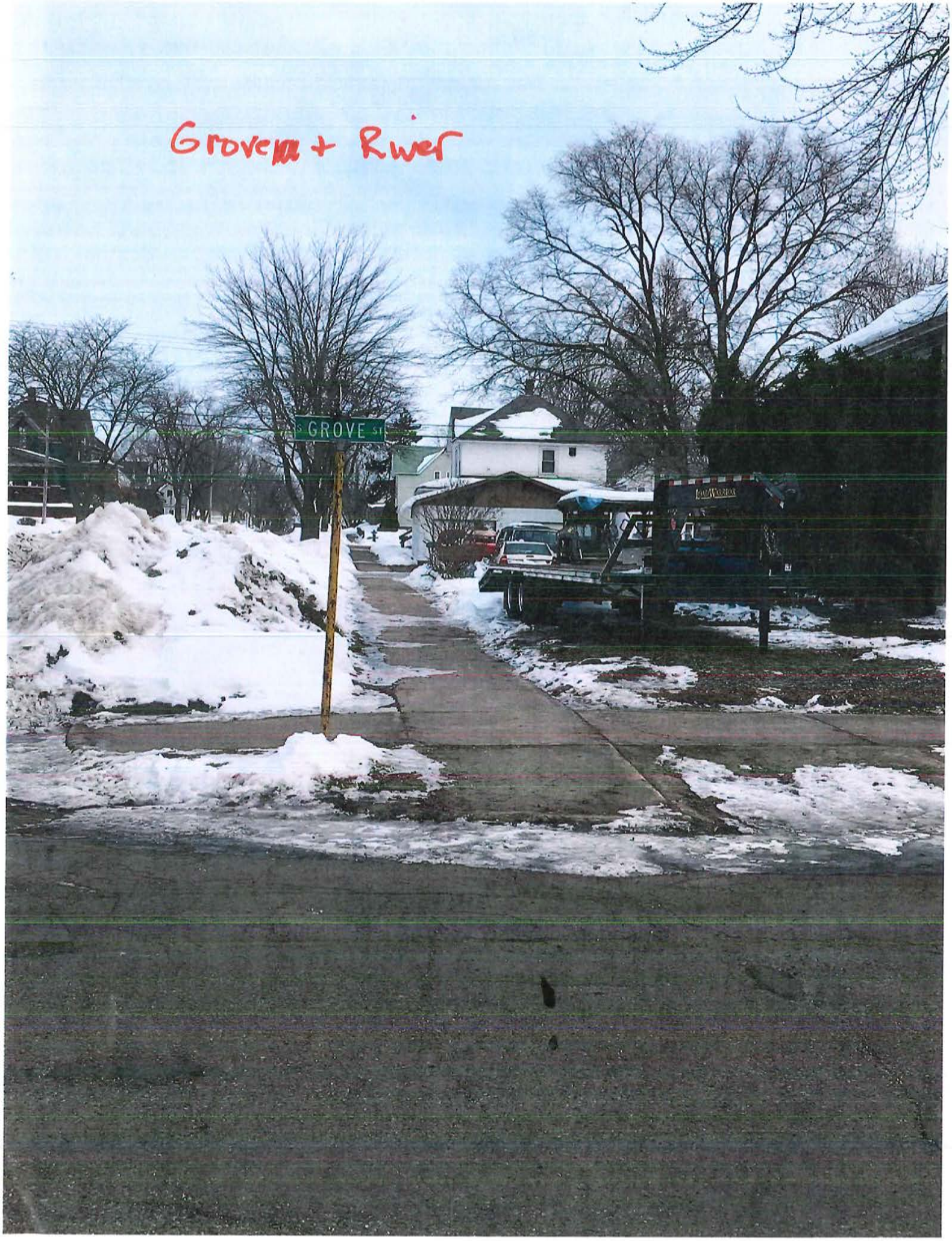
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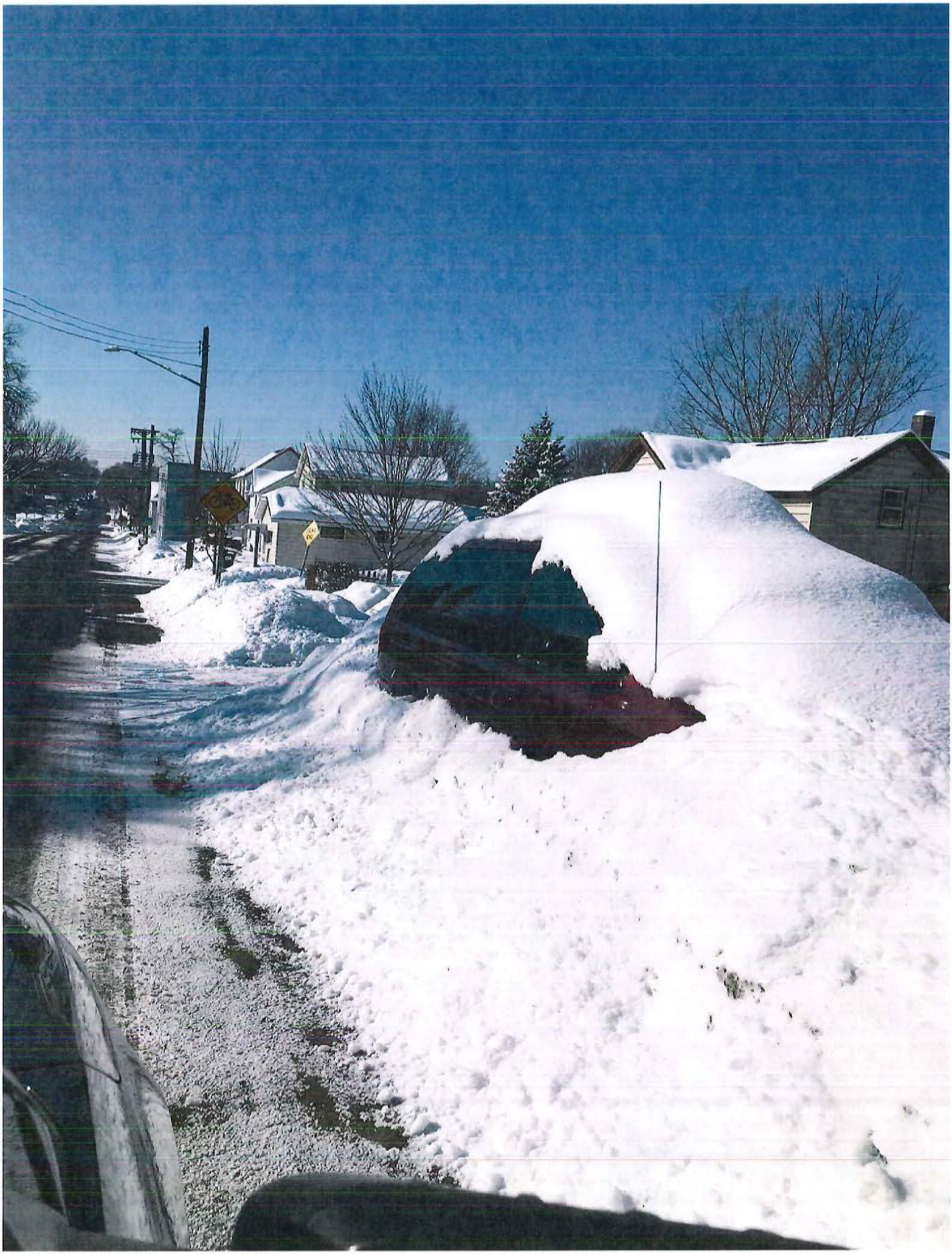

AYRES

Ingenuity, Integrity, and Intelligence.

January 27, 2020

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

Re: Chippewa Falls Closed Landfill
Groundwater Reduction Report Proposal
License No. 00085

Dear Rick:

Thank you for the opportunity to submit this proposal for professional services for groundwater reduction report preparation. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

According to the Wisconsin Department of Natural Resources (WDNR) Groundwater and Environmental Monitoring Systems (GEMS), the City of Chippewa Falls monitors their closed municipal solid waste landfill on a semi-annual basis. The WDNR has developed a guidance to reduce groundwater monitoring at solid waste landfills titled *PUB-WA 1013, Reducing or Terminating Groundwater Monitoring at Solid Waste Landfills, Revised 2014*.

Ayres Associates has been very successful at reducing monitoring from quarterly to semi-annually to annually at several landfill facilities in Wisconsin. In some cases, our review of the monitoring program allows for select wells to be abandoned with approval of the WDNR. However, there is a chance that a request to reduce monitoring can lead to increased monitoring. This increase usually applies to additional volatile organic compound (VOC) and metal monitoring at select monitoring points.

The City of Chippewa Falls has requested Ayres Associates to evaluate and prepare a report requesting a reduction to the environmental monitoring frequency at the closed City of Chippewa Falls landfill (License No. 00085) located near Chippewa Falls, Wisconsin. The site is located in the South ½ of Section 11, Township 28 North, Range 9 West, in the Town of Hallie, Chippewa County, Wisconsin.

Background

According to the studies conducted from 1987 to 1995, the landfill is the likely source of groundwater contamination of volatile organic compounds (VOCs) that have affected private wells to the south and west of the landfill since the mid-1980s. Three studies have been conducted to verify that the landfill was the source of contamination at the private wells. The first reports are titled *Investigation of Chippewa Falls Landfill as a Potential Source of VOC Contamination of Private Wells*, 1987, Ayres Associates, and *Subsurface Investigation of Chippewa Falls and Hallie Sanitary Landfill*, Wisconsin, 1995, Dames and Moore. The two studies were unable to conclude that the City of Chippewa Falls landfill was the source of VOC contamination found in the private wells. An additional investigation was completed in 1995 on the south side of the landfill. The results of that study indicate that there are at least two perched aquifers above the regional aquifer and mid-level aquifer has been impacted by the landfill and the VOC plume

has migrated off-site and appears to have impacted nearby residential wells. The impacted residential wells have been replaced.

Groundwater sampling is currently conducted semi-annually in March and September. Ayres Associates' Eau Claire, Wisconsin, staff collects the samples and submits them to CT Laboratories, Baraboo, Wisconsin, a WDNR certified laboratory, for analysis. Ayres Associates reviews the information and submits the results to the WDNR. The following is a summary of the monitoring locations for the site:

Monitoring Wells: MW3/3A, MW-4, MW-7, MW-8, MW-9, MW-13/13A, MW-14/14A, MW-15/15A, MW-16/16A, MW-17, MW 18/18A

Private Wells: A. Taylor, J. Taylor, Henning, Aubert

Scope of Services

The following of services is based on the requirements listed "Reducing or Terminating Groundwater Monitoring at Solid Waste Landfills", publication WA1013 revision 2014, specifically, items 1-10 of "Appendix C" of the referenced guidance publication (see attached) for the closed City of Chippewa Falls landfill, license No. 00085.

Review Ayres and/or WDNR files for soil boring logs, monitoring well construction reports, and historic groundwater sampling analytical results

Prepare an updated groundwater flow map utilizing depth to water measurements collected by Ayres Associates.

Prepare a draft copy of the groundwater reduction report following guidelines listed in WDNR *Guidance Publication WA-1013*, specifically information items 1-12 of Appendix C. This may include recommendations to conclude sampling and abandon specific wells, and/or eliminate sampling and analysis of select compounds.

Submit draft copy to Owner for review

Incorporate comments and edits from the draft report and prepare final version of the report for submission to the WDNR

Based upon the results of that report, request the WDNR for permission to reduce groundwater monitoring at the landfill site

Responsibilities of Owner and Others

The City shall be responsible for providing the following information and activities over the course of the proposed project for the Chippewa Falls Landfill, license no. 00085:

Payment of the Plan Modification Fee of $1,650.00 (NR 520.15, Table 3)

Additional Services

It may be that over the course of the report preparation it is determined that additional services, such as collection of groundwater monitoring samples, survey verification of groundwater well elevations, or other services are needed. We will first discuss with the County the need for the additional services and then provide a separate proposal and fee estimate for approval by the City before being completed by Ayres Associates.

Time Schedule

Upon receiving approval, we can begin the data collection and file review within two business weeks. A draft copy of the groundwater report will be completed within 100 business days of receiving an executed copy of the contract.

Fee

We will perform the above services for an amount based on a standard hourly rate for each class of employee, plus reimbursable expenses and subconsultant charges. The estimated cost of services is $12,100. We will not exceed an amount of $12,100 without your prior approval.

Contract Terms and Conditions

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

Acceptance

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

Proposed by Consultant:	Accepted by Owner:
Ayres Associates Inc	City of Chippewa Falls Owner's Name
Gregory Aldrian, PG Environmental Project Manager	Signature
Ben Peotter, PE Manager-Wi environmental	Mr. Rick Rubenzer Name
	Director of Public Works, City Engineer Title
	Date

Attachments: Contract Terms and Conditions

AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS

1. Performance of Services: Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

2. Billing and Payment: Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspended or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.

3. Access to Site: Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

4. Location of Utilities: Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

5. Hazardous Materials: In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses.

6. Insurance: Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

7. Limitation of Professional Liability: Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of $50,000.00 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed $1,000,000.00 for increased consideration of ten percent (10%) of the total fee or $500.00, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.

8. Opinions of Probable Costs: Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

9. Construction Review: Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

10. Construction Observation: On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

11. Standard of Performance: The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. Ownership of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provides by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

15. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

16. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

17. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

18. Third Party Benefits: This contract does not create any benefits for any third party.

19. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

21. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

22. Amendments: This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.