

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, March 9, 2020 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.

1. Approve the minutes of the February 10, 2020 Board of Public Works meeting. *(Attachment)*
2. Consider Central Street Bridge Trans 213 Final Report presented by CBS Squared. Make recommendation to the Common Council. *(Attachment)*
3. Consider Annual Agreement with Ayres Associates for sampling, analyzing and reporting groundwater data at the Nelson Road Landfill. Make recommendation to the Common Council. *(Attachment)*
4. Discuss addition of sidewalk on Linden Street between Maple St. and Main St. (north side). Make recommendation to the Common Council. *(Attachment)*
5. Discuss addition of sidewalk on Elm Street between Perry St. and Terrill St. Make recommendation to the Common Council. *(Attachment)*
6. Consider Staging/Laydown Site Lease with Northern States Power Company to reduce fish stranding below the spillway at the Chippewa Falls Hydroelectric Project. Make recommendation to the Common Council. *(Attachment)*
7. Consider agreement with Chippewa Historical Center for stormwater extension from Bridgewater Avenue to the North. Make recommendation to the Common Council. *(Attachment)*
8. Consider petition to discontinue and vacate the alley in Block 1, Bonneville Addition bounded by Elm Street, Perry Street, Olive Street and Terrill Street. Make recommendation to the Common Council. *(Attachment)*
9. Adjournment

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, March 4, 2020 at 1:00 PM by Mary Bowe.

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, February 24, 2020 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, FEBRUARY 24, 2020

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, February 19, 2020 at 10:00 AM by Mary Bowe.

**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;

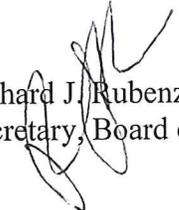
- 1) A fireworks clause (Xcel Energy to move the fuel storage tank during fireworks).
- 2) A snow storage clause.
- 3) Inclusion of a lease rate (\$200-\$300 range).
- 4) Review and approval of the lease by Attorney Ferg.

All present voting aye. MOTION CARRIED.

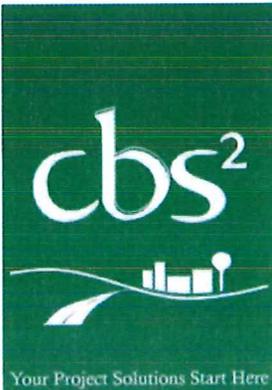
4. The Board of Public Works considered the street width and functional classification of Elm Street from Perry Street to Wheaton Street.
Motion by Rubenzer, seconded by Olson to recommend the Common Council set the street width at 40 feet face of curb to face of curb (existing width is 40 feet) and 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



- d) **Has not been programmed for construction by the department under s. 84.11(4) Stats:** The subject bridge does not appear in the latest list of State Transportation Improvement Projects (STIP).

Provided that rehabilitation can be shown to be cost effective, will add at least 10 years of life to the bridge, and will correct the deficiencies that caused the bridge to be deficient, rehabilitation funding can be used to improve this structure.

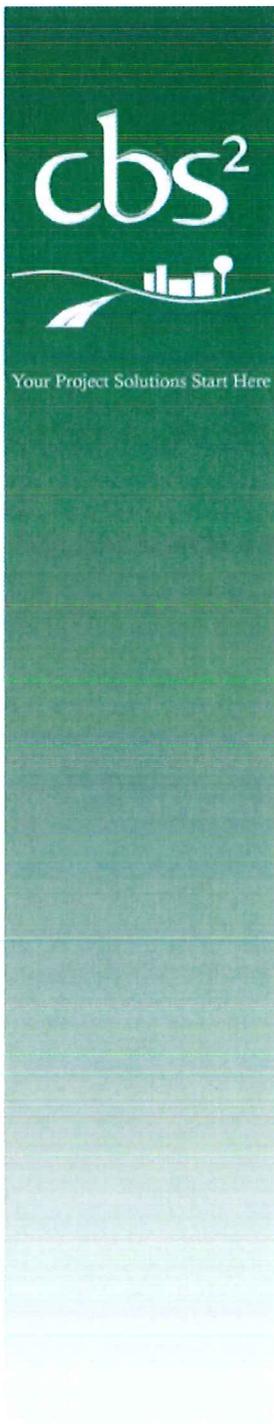
ALTERNATIVES

Five alternatives are considered for improving the structure. The costs associated with each alternative below include design services, state review, construction, construction engineering and other contingency items. The time period for the evaluation of alternatives is assumed to begin two years in the future.

1. **No change.** The most recent inspection reports indicate extensive potholing and delamination of the deck with a high risk of localized deck failure. Deterioration is expected to accelerate as the potholed deck surface is less effective at shedding runoff, leading to increased leaching and corrosion of the reinforcement. Increased maintenance to the deck will be required to repair potholes and posting for load capacity reduction is expected. This alternative will not address the less-than-desirable roadway width of 30 feet. The structure inventory rating of HS-18 will remain for the time being. Given that the sufficiency rating is nearing 50, eligibility for replacement of this structure could be expected in as little as five years from the base date (ie. seven years in the future). Over that five-year period, maintenance costs to address the 5,000 SF of delamination and failing patches are expected to be approximately \$50,000 per year, based on average bid prices for concrete masonry deck patching and allowing for traffic control and other incidental costs.
2. **Superstructure Rehabilitation with Polymer Deck Overlay** – *Remove the existing asphalt surface overlay from the deck. Prepare and patch the deck to repair delamination and potholing, and apply a polymer overlay to the deck. Repaint corroded portions of the truss and steel stringers. Apply concrete surface repair to spalled areas of the abutments. Install steel railing type 'W' behind the lattice-type traffic rail. Rehabilitate the existing pedestrian rail, replacing posts as necessary and repainting the railing. Repave the approach to match pavement to new deck grade.*

Wisconsin DOT recommends that the deck condition rating to be greater than 7 to be considered for polymer overlay. The subject deck rating is 4 and the distressed area is much greater than the 2% maximum recommended for this alternative. The deck age and presence of heavily corroded rebar indicates that chloride infiltration is advanced, another condition for which polymer overlay is poorly suited.

Deck geometry rating is assumed to remain at 3 with this option as removal of the overburden is not assured to increase the vertical clearance to 14' or more. Approach alignment rating is expected to improve to 6 (minor speed reduction required) with the minor approach work necessary to match the



pavement with the new deck grade. Concrete surface repair to the abutments is expected to remedy the spalling, but not the cracking, resulting in a final substructure rating of 7. Repainting of the corroded truss areas would preserve the structure but would not address section loss. A final superstructure rating of 6 is assumed with some structural elements retaining some minor deterioration.

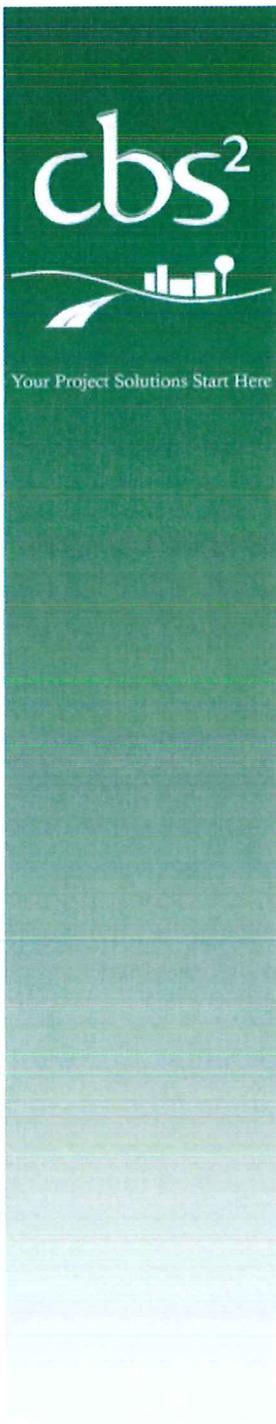
The rehabilitation would address the deficiencies in the superstructure leading to the poor condition rating, and result in the structure no longer falling under “structurally deficient” criteria. However, substandard vertical clearance would remain, a condition that would have met the definition of “functionally obsolete” under prior federal standards. Wisconsin Administrative Code Trans 213.03(2)(b) does provide exceptions that permit approval of bridge rehabilitation funding despite deficiencies persisting after rehabilitation. This exception requires that the proposed work best serve the public interest and safety. The public interest is served by preserving this historic overhead truss structure and retaining elements pertaining to the character and historic nature of the structure. There is no apparent damage to the overhead truss due to low clearance, nor is there a record of impacts. Public safety is not compromised by preserving this structure.

The Wisconsin DOT Bridge Manual provides that polymer overlays extend the life of a bridge deck 10-15 years. Given the poor existing deck condition, a life of 10 years for the overlay is assumed. The expected sufficiency rating following this polymer deck overlay would be 86.6. The cost for this alternative is estimated to be \$403,573 without engineering and delivery.

3. **Superstructure Rehabilitation with Low Slump Concrete Overlay –**
Remove the asphalt overlay. Prepare and patch the deck to remove delamination, remove any existing overlay, and apply a low slump concrete overlay (LSCO) to the deck. Repaint corroded portions of the truss and steel stringers. Apply concrete surface repair to spalled areas of the abutments. Install steel railing type ‘W’ behind the lattice-type traffic rail. Rehabilitate the existing pedestrian rail, replacing posts as necessary and repainting the railing. Repave the approach to match pavement to new deck grade.

Wisconsin DOT indicates that when greater than 25% of the upper deck surface or 5% of lower deck surface is distressed, a concrete overlay may not be as cost-effective as deck replacement. The existing structure has nearly 100% distress in the top surface and 15% in the lower surface. Overlays applied where significant reinforcement corrosion has occurred do not typically achieve full service life. The existing structure exhibits significant corrosion of the reinforcement.

Deck geometry rating is assumed to remain at 3 with this option as removal of the overburden is not assured to increase the vertical clearance to 14’ or more. As with the polymer overlay option above, Trans 213.03(2)(b) does provide an exception by which rehabilitation can be approved despite the remaining deficiency. Approach alignment rating is expected to improve to 6 (minor speed reduction required) with the minor approach work necessary



to match the pavement with the new deck grade. Concrete surface repair to the abutments is expected to remedy the spalling, but not the cracking, resulting in a final substructure rating of 7. Repainting of the corroded truss areas would preserve the structure but would not address section loss. A final superstructure rating of 6 is assumed with some structural elements retaining some minor deterioration.

The Wisconsin DOT Bridge Manual provides that concrete overlays extend the life of a bridge deck 15-20 years. 15 years has been assumed in this study due to the heavy corrosion of the deck reinforcement and service life of the previous overlay. The rehabilitation would address the deficiencies in the superstructure leading to the poor condition rating, and result in the structure no longer falling under “structurally deficient” criteria. The expected sufficiency rating following this concrete deck overlay would be 86.6. The cost for this alternative is estimated to be \$465,248 without engineering and delivery. This estimate assumes a large portion of the deck will require full deck repair.

4. **Superstructure Rehabilitation with Deck Replacement** – *Remove the existing concrete deck and place a new reinforced concrete deck and sidewalk with the existing dimensions. Repair or strengthen the truss components, repainting rusted areas as well as the tops of the existing stringers exposed for the deck replacement. Salvage, rehabilitate, and reinstall the existing decorative pedestrian railing. Apply concrete surface repair to spalled areas of the abutments.*

Wisconsin DOT requires the deck condition rating to be equal to or below 4 to be eligible for deck replacement. The current deck condition rating is 4, meeting this requirement. Another requirement is that the inventory rating of the rehabilitated structure remain at or above HS15. Given the current HS18 inventory rating and reduction in overburden, the inventory rating requirement will be met with this alternative.

The existing pedestrian railing at the outside edge of the sidewalk does meet the minimum 42-inch height required for pedestrian railings and is assumed to be acceptable for salvage and reinstallation with replacement of corroded posts as needed. However, the steel roadway railing is not expected to be approved for a deck replacement. Adequate space exists between the curb face and the truss to allow installation of vertical face parapet ‘A’ or the more decorative ‘TX’ parapet, either of which are acceptable traffic barriers on low-speed roadways. Discussion with Wisconsin DOT staff has indicated that steel ‘W’ railing placed behind the ornamental traffic railing would meet current standards while preserving the historic nature of the structure. This is the railing alternative used in the cost analysis.

Deck geometry rating is assumed to remain at 3 with this option due to the improbability of increasing the vertical clearance to 14’ or more. As with the polymer overlay and low-slump concrete overlay options above, Trans 213.03(2)(b) does provide an exception by which rehabilitation can be approved despite the remaining deficiency. Approach alignment rating is expected to improve to 6 (minor speed reduction required) with the minor



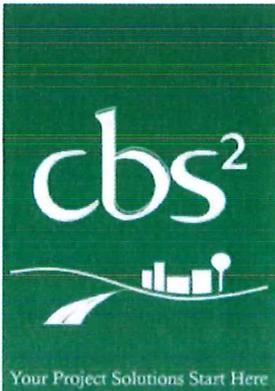
approach work necessary to match the pavement with the new deck grade. Concrete surface repair to the abutments is expected to remedy the spalling, but not the cracking, resulting in a final substructure rating of 7.

The Wisconsin DOT Bridge Manual provides that deck replacements extend the life of a bridge deck 40 or more years. The rehabilitation would address the deficiencies in the superstructure leading to the poor condition rating, and result in the structure no longer falling under “structurally deficient” criteria. The expected sufficiency rating following this deck replacement would be 88.5. The cost for this alternative is estimated to be \$552,583 without engineering and delivery.

5. **Structure Replacement** – *Replace the existing structure with a new single-span prestressed concrete girder bridge with a 48-foot clear width and 62-foot overall width.*

The structure lies within the effective intersection area of E. Central Street and Rushman Drive, potentially requiring additional roadway widening on the structure for intersection radii and turn lanes. The proximity of the west end of the bridge to Rushman Drive will likely further require the use of more expensive full-retaining abutments rather than a longer structure. The full retaining abutment height is expected to be 20 feet or more in height. To use a standard abutment, the bridge length would need to be over 180 feet and in conflict with the intersection to the west and parking entrance to the east.

New structures are expected to have a 75 year design life. The cost for this alternative is estimated to be \$2,099,451 without engineering and delivery costs and is based on an average stream crossing structure cost of \$163.50 per square foot of deck area (2018 year end costs). The length used to estimate deck area is the 180 feet needed for a traditional abutment with the understanding that a shorter bridge with full retaining abutments is expected to cost more per square foot.



RECOMMENDATIONS

Using the “Equivalent Uniform Annual Cost” (EUAC) to account for the different time frames represented in each alternative, a Life-Cycle Cost Analysis was performed to determine which alternative presented the most cost-effective solution. An interest rate of 5% was used in the analysis and the analysis assumes that the structure will be replaced after the life expectancy. Results are summarized in the following table:

Alternative	Clear Roadway Width	Inventory Rating	Initial Estimated Cost	Life Expectancy (Years)	Equivalent Uniform Annual Cost
1	30'	HS-15	\$0	5	\$157,444
2	30'	HS-18	\$508,502	10	\$109,645
3	30'	HS-18	\$586,212	15	\$95,120
4	30'	HS-20	\$696,255	40	\$54,096
5	48'	>HS-20	\$2,687,251	75	\$137,914

Based on the above analysis alternative 4, deck replacement, is the most cost-effective solution. This alternative will return the structure sufficiency rating to above 80 and is expected to increase the life of the structure more than 10 years.

If you have any questions or comments concerning this report or our recommendations, please contact me at 715-861-7425 or mgundry@cbssquaredinc.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Matt Gundry'.

Matt Gundry, P.E.
CBS Squared, Inc.

- Attachments: Project Location Map (1 Page)
Existing Bridge Plan (6 Pages)
2020 Routine Bridge Inspection (16 Pages)
Sufficiency Rating Tabulation (1 Page)
Cost Estimates (11 Pages)

AMENDMENT TO AGREEMENT

Amendment Dated February 21, 2020

The Agreement for Professional Services made as of August 24, 1995, between the City of Chippewa Falls, 30 W. Central Street, Chippewa Falls, WI 54729 (OWNER) and Ayres Associates Inc, 3433 Oakwood Hills Parkway, Eau Claire, WI 54701 (CONSULTANT) is hereby amended as set forth below.

SERVICES:

Task 1—Monitoring Well and Gas Probe Sampling

Groundwater monitoring wells and private wells will be sampled in accordance with the March 2008, Expedited Plan Modification. The plan modification specifies the sampling schedule for each well. In summary, it indicates that 17 monitoring wells, 4 private wells, and one leachate location will be sampled annually in September for volatile organic compounds (VOCs), field parameters (temperature, conductivity, and pH), and indicator parameters (alkalinity, hardness, and chloride). Eleven monitoring wells will be sampled for field parameters and VOCs in March.

Eight landfill gas probes will also be monitored and sampled annually in September.

Task 2—Sample Analysis

Samples will be submitted to CT Laboratories in Baraboo, Wisconsin, for analyses. CT Laboratories is a Wisconsin-certified lab. VOC samples from monitoring wells and private wells will be analyzed using EPA Method 8260. Inorganic samples will be analyzed in accordance with currently approved methods.

Task 3—Data Reporting

The groundwater monitoring data must be electronically submitted to the WDNR Bureau of Solid Waste Management within 60 days of the end of the sampling period. In addition, an exceedance report is also required. Ayres Associates will submit the data as required. We will provide a hard copy of the results to the City for their files. WDNR has also requested that the private well data be submitted to their local District Office immediately after we receive the final results from the laboratory. Ayres Associates will continue to provide this data to the local WDNR office.

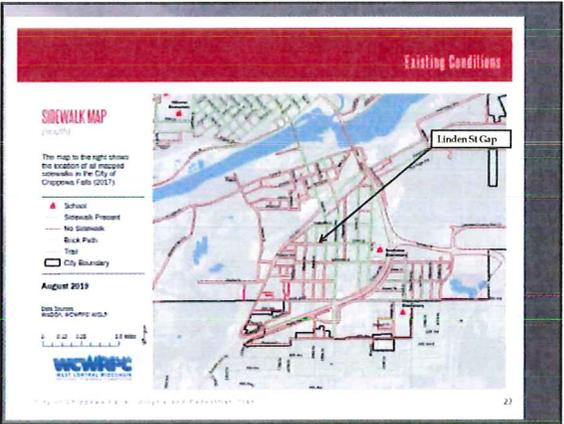
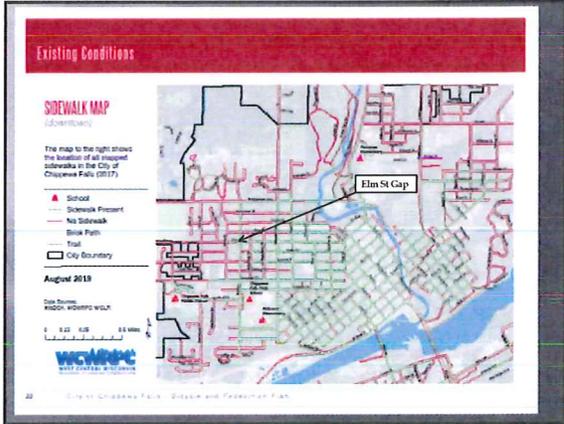
Upon WDNR request for additional monitoring well information, including survey data, Ayres Associates will assist the City with reporting of requested data.

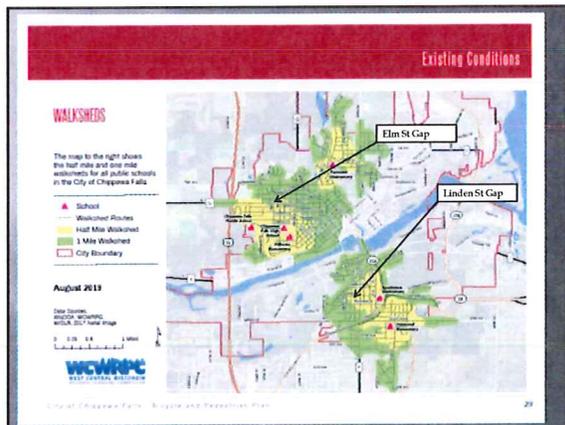
COMPENSATION:

CONSULTANT's services will be charged on an hourly basis plus reimbursables. The estimated cost of CONSULTANT's services for this amendment is \$9,000.00, which includes laboratory fees, the same as the 2019 sampling cost.

SIDEWALK ADDITIONS

Elm St and Linden St





Costs

- ⊖ Sidewalk estimated at \$5.00/SF on special assessments
- ⊖ Parcel 853 (NE Elm/Perry): 438 SF → \$2190
- ⊖ Parcel 813 (SE Elm/Perry): 352 SF → \$1760
- ⊖ Parcel 4579 (SE Elm/Terrill): 715 SF → \$3575
- ⊖ Parcel 1121 (NE Linden/Maple): 546 SF → \$2730
- ⊖ Parcel 1120 (NW Linden/Main): 700 SF → \$3500

- (Costs are different due to different frontages and driveways)

Options/Recommendations

- ⊖ Only replace existing condemnable sidewalk (no change/do nothing alternative)
- ⊖ Install sidewalk and assess homeowner
- ⊖ Install sidewalk and don't assess homeowner (general fund pays)
- ⊖ Other??

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:

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, 2021 and 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 shall pay to the Lessor a fee in the amount of \$500.00 (Five Hundred Dollars) prior to entering the property.

NSP shall accommodate the Lessor’s scheduled events in respect to the use of the property. Scheduled events as described include Chippewa Falls’ Pure Water Days fireworks celebration on August 8, 2020.

NSP shall accommodate the Lessor’s use of the property as needed for snow storage during the month of November.

NSP agrees to restore all damages to landscaping, roads and driveways 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**

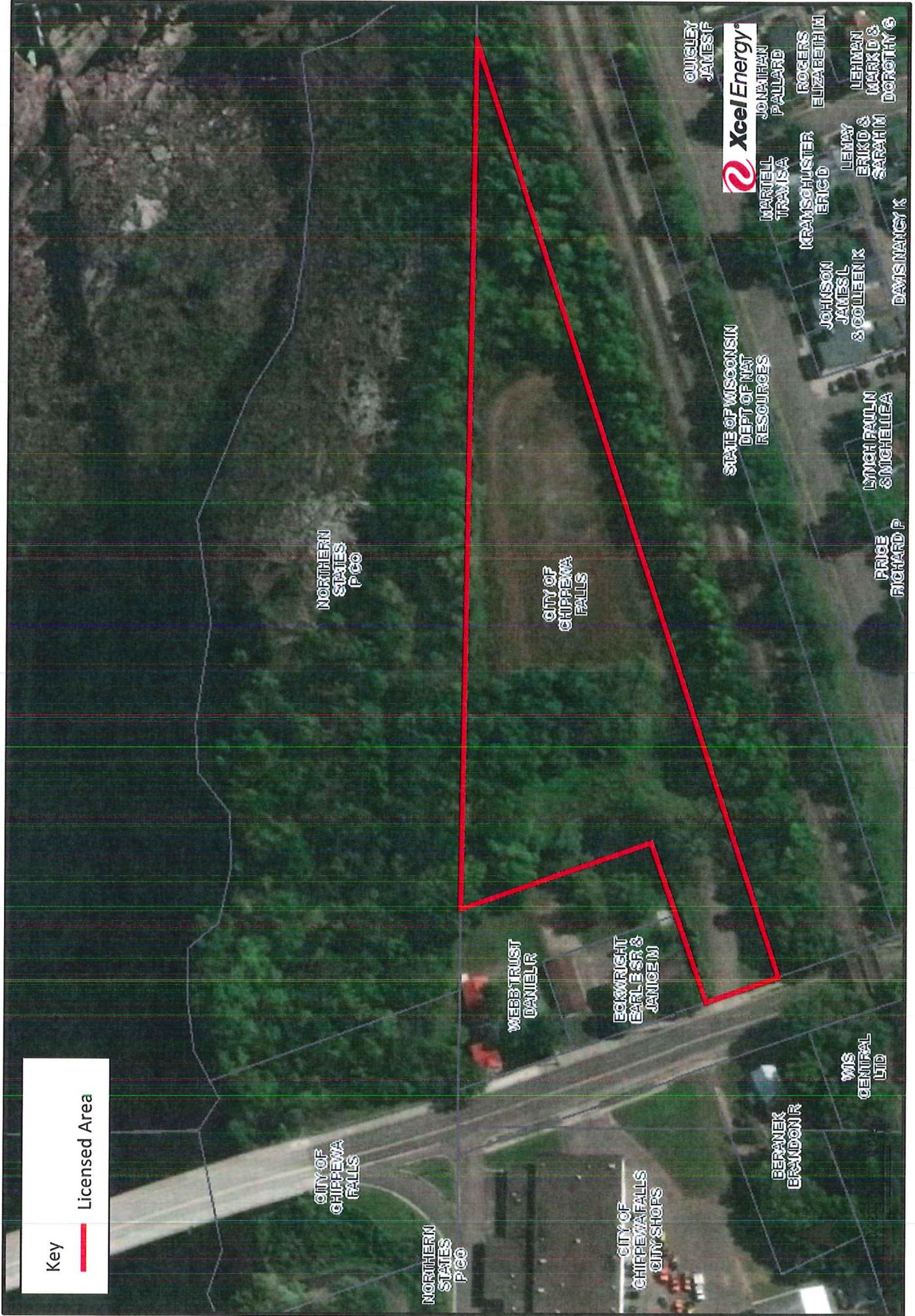
By: _____

Name: _____

Its: _____

Exhibit A
Lease Area

Exhibit A - Staging/Laydown Site Lease



STORM SEWER EXTENSION PROJECT AGREEMENT
CITY OF CHIPPEWA FALLS AND CHIPPEWA AREA HISTORY
CENTER

This Agreement is made and entered into by the City of Chippewa Falls ("City") and Chippewa Area History Center collectively referred to hereinafter as the "City" and "Center".

WHEREAS, the Center is desirous of constructing and extending a storm sewer main and appurtenances on the North side of Bridgewater Avenue approximately 200 feet to the north in the City of Chippewa Falls; and

WHEREAS, the City will construct the said storm sewer main and appurtenances for the Center according to the attached plan.

NOW, THEREFORE, it is agreed by and between the City and the Center as follows:

1. Term. This Agreement shall commence on the date of execution by both Parties. This agreement will not terminate unless either the City or the Chippewa Area History Center breaches any part of this agreement.
2. Work Covered. The City will construct and extend city the storm sewer main from Bridgewater Ave to the north approximately two-hundred feet as shown on the attached plan.
3. Street Opening/Use Permit. This agreement will serve as a street opening/use permit for construction and maintenance of the said storm sewer and appurtenances.
4. Coordination of Work. City personnel will perform the work covered in this agreement under the direction of Street and Utility Maintenance Manager Rick Ruf, (715-829-4531), in accordance with Project Manager Senior Engineering Technician Todd Berg, (715-456-5380).
5. Compensation. The City will require compensation from the Center for the City storm sewer work described in item two of this agreement.
6. Discrimination. Both parties agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation as defined in Section 51.01(5), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, rates of pay or other forms of compensation and selection for training, including apprenticeship.
7. Indemnification. The City shall indemnify, defend and hold harmless the Village, its appointed or elected officials, committee members, employees, agents and each of them for any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interests, attorneys' fees, costs and expenses of whatsoever kind

or nature, in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any willful act, error or omission, fault or negligence by the City, in fulfilling the terms of this Agreement.

8. Applicable Law. This Agreement shall be governed under the laws of the state of Wisconsin and is made in Chippewa County, Wisconsin, and venue for any legal action to enforce the terms of this Agreement shall be in Chippewa County Circuit Court.
9. Non -Assignment of Agreement. The Parties agree there shall be no assignment or transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.
10. Wavier of Breaches. No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.
11. Modifications to Agreement. There shall be no modifications to this Agreement except in writing, signed by both Parties.
12. Integration of Agreement. The entire agreement of the Parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between the City and Village relating to the subject matter.

Both parties hereto having read and understood the entirety of this Agreement consisting of two (2) typewritten pages hereby affix their duly authorized signatures.

CITY OF CHIPPEWA FALLS BY:

Greg Hoffman, Mayor
City of Chippewa Falls

Chippewa Area History Center

Appropriate Officer Chippewa Area History Center

ESTIMATE

Chippewa History Center at Irvine Park

2/10/2020

Performed by R.J.R.

STORM SEWER & APPURTENANCES

Item	Unit	Qty	Unit Price	Total
Storm Sewer Pipe Class III-A 12-Inch	LF	150	\$ 30.00	\$ 4,500.00
Type 1 Manhole Frame and Cover(Catch Basin Cover)	Each	1	\$ 600.00	\$ 600.00
Storm MH Type "B"	Each	1	\$ 1,300.00	\$ 1,300.00
Apron Endwall	Each	1	\$ 400.00	\$ 400.00
Connect to Existing Storm Sewer	Each	1	\$ 250.00	\$ 250.00
Erosion Control	Lmp Sum	1	\$ 250.00	\$ 250.00
Restoration	Lmp Sum	1	\$ 1,000.00	\$ 1,000.00
STORM SEWER & APPURTENANCES SUBTOTAL				\$ 8,300.00

TOTAL	\$ 8,300.00
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15% ENG. & CONTIN.	\$ 1,245.00
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TOTAL ESTIMATE	\$ 9,545.00
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Scale = 1" = 50'

1/24/2020



PETITION

DATE: 2/24/20



TO THE MAYOR AND COMMON COUNCIL:

BLK 1 Bonneville Addition

OLIVE St. Terrill St ELM St
PERRY St

(Vacate ALLEY described above)

Name	Address	Alley Frontage
Krista Taylor	828 W. Elm St C.F	99' + 99'
Karisa Bonnumann	816 W Elm St C.F	132'
John Culbert	815 W. Olive C.F.	132'
Joe Widemeyer	823 W. Olive St. C.F.	99'
Chloee + Karen Petersen	1120 Terrill St. No contact	60'
Anna Molnaa	806 W. Elm St. No Contact	60'
Federal Home Mortgage	822 W. Elm St. C.F. is Vacant + 99' Home up for sale	

Circulated By: Kristi Taylor

Total Alley Frontage
= 780'
Represented on petition = 561'
or $561/780 = 72\%$ of
frontage



ADDITION

FOX RUN SU

PERRY

BLK J

ADDITION

#921

#909

9

10

7

8

9

10

11

12

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11

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ELM

VACATED

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