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, May 8, 2017 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 April 24, 2017 Board of Public Works meeting. *(Attachment)*
2. Consider Street Use Permit application from Chippewa Falls Main Street for "Summer Series Cruise In". Make recommendation to the Common Council *(Attachment)*
3. Consider draft Wisconsin Technology Networking LLC (Mobilitie) – Chippewa Falls Right-of-Way License Agreement. Make recommendation to the Common Council. *(Handout)*
4. Consider Street Use Permit application from Eau Claire Big Rig Truck Show LLC. Make recommendation to the Common Council. *(Attachment)*
5. Consider State Municipal Agreement Revision #5 for Spring Street Bridge Project. Make recommendation to the Common Council. *(Attachment)*
6. Consider Street Use Permit application from Bill Sparkes for "The Oz Run". Make recommendation to the Common Council. *(Attachment)*
7. 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, May 3, 2017 at 10:00 AM by Mary Bowe.

CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, APRIL 24, 2017 – 5:30 PM

The Board of Public Works met in City Hall on Monday, April 24, 2017 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer, Alderperson Paul Olson and Darrin Senn. Also attending were City Planner Jayson Smith and people on attached attendance sheet.

1. **Motion** by Bauer, seconded by Olson to approve the minutes of the April 10, 2017 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. Chris Nyhus appeared to request that he be allowed to construct his own sidewalk and driveway approach for his property located at #339 Dwight Street and within the 2017 Dwight Street and Utility Improvement Project limits. Director of Public Works Rubenzer stated that Nyhus Concrete had done high quality work in the past. He listed a previous example where a property owner had been allowed to do his own concrete work but called at the last minute to say he couldn't complete the work in a timely fashion. Director of Public Works Rubenzer stated that the project contractor is responsible for coordination of work within the project limits. The project contractor has a completion date that could be exceeded and coordinating with contractors that they have no contractual basis with them, can become extremely difficult and unworkable. **Motion** by Olson, seconded by Senn to allow Nyhus Concrete to construct a concrete driveway approach and sidewalk at #339 Dwight Street contingent on coordinating the work with Project Contractor Haas Sons, Inc. **Voting aye were Olson, Senn, Hoffman and Bauer. Voting nay was Rubenzer. MOTION CARRIED on a 4-1 vote.**

3. City Planner Jayson Smith presented the attached recommendation letter from S.E.H. for the Chippewa Riverfront Phase II project. He explained that the low base bid of $2,630,639.43 was approximately $630,639.43 higher than the original estimate of Two Million Dollars. He listed the main reasons for the higher bids than the original estimate:
    1) After consulting with a stage "expert", about $500,000 worth of additional foundation, electrical and audio components were added to the stage construction.
    2) The restroom facility size was increased to allow additional units which facilitates a crowd of 300 to 500 without needing satellite toilets. Also the "larger" restroom was moved requiring additional retaining walls and landscaping, adding approximately $150,000 to the project cost.
    3) The three picnic table/shelters bids were approximately $297,000 higher than the original estimate.

   Mr. Smith also explained that the picnic tables/shelters, and the restroom facility were included in a WDNR Stewardship Grant and could be deducted from the base cost. The Board considered how to fund the cost overrun. Mr. Smith stated that TIF #7 had an annual balance of around $110,000 and could donate to TIF #12 (Chippewa Riverfront).

Motion by Hoffman, seconded by Rubenzer that the Common Council approve the low bid of $2,630,639.43 and award the Chippewa Riverfront Phase II project to Heartland Contractors, Inc. with a contract change order reduction of $324,667.29. Said award contingent on successful review of the bids and contract by Attorney Ferg and Committee #1 being able to fund the $305, 972.14 cost overrun. **Voting aye were Hoffman, Rubenzer, Senn and Olson, Voting nay was Bauer. MOTION CARRIED on a 4-1 vote.**

4. Sean Bohan of AEC and Vince and Jeanne Schroeder of Reliable Mini Warehouses appeared to support a request for a Street Privilege Permit (attached) to utilize unopened Northway Drive right-of-way for a commercial driveway. The Board compared the Street Privilege Permit resolution process to discontinuing Northway Drive.
Motion by Senn, seconded by Hoffman to recommend the Common Council approve the Street Privilege Permit resolution to allow Reliable Mini Warehouses Inc. to construct and maintain a commercial driveway on a portion of unopened Northway Drive right-of-way located near the Southeast corner of County Highway "S" and STH #178/Seymour Cray Sr. Boulevard. Said approval contingent on a favorable review of the resolution by Attorney Ferg. **All present voting aye. MOTION CARRIED.**

5. The considered the attached Right of Way License Agreement with Wisconsin Technology Networking LLC, (Mobilitie). Mobilitie representative Ryan Streff gave a history of Wisconsin Technology Networking LLC, (Mobilitie), utility. Director of Public Works Rubenzer listed the following concerns:
    1) Include a requirement for a Professional Engineer licensed in Wisconsin to stamp plans, specifications and structural analysis (load bearing report) at any poles and attachment apertures.
    2) Each proposed pole and antennae attachment apparatus be considered individually on a case basis with the annual rent of $1000 per location.
    3) That a propagation study be an option in addition to an interference study at each location.

    The Board also discussed that the agreement was on the agenda as Mobilitie and not as Wisconsin Technology Networking LLC, (the same company).
    Motion by Olson, seconded by Senn to table a recommendation until the concerns could be addressed and language drafted into an agreement. **All present voting aye. MOTION CARRIED.**

6. **Motion** by Senn, seconded by Olson to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:42 P.M.

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

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

BOARD OF PUBLIC WORKS ATTENDANCE SHEET

DATE: April 24, 2017

NAME	COMPANY REPRESENTING	ADDRESS	PHONE #	EMAIL
Ryan Streff	mobilitie	2340 River Pointe Cir Mpls MN 55411	612-430-5205	rstreff@mobilitie.com
Chris Nyhus		339 Dwight St.	715 933 0596	
Ken Nyhus	Nyhus Concrete		715 933 0598	
Sean Bohan	AEC	1360 International Dr	715-552-0330	sbohan@rls-aec.com

CITY OF CHIPPEWA FALLS
STREET USE PERMIT APPLICATION

RECEIVED
APR 10 2017
City Clerk
City of Chippewa Falls
By

Applicant Name and Address: Teri Ouimette, 514 N. Bridge St. Chippewa Falls	Applicant Phone Number: (715) 723-6661
☑ Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: Chippewa Falls Main Street (same address & phone)
Name of the event: Summer Series Cruise In	Estimated number of persons participating: 400-500

Date and start and end times requested for street use:
May 20, June 17, & July 22, 2017 5-9 p.m.

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
The 100, 200, & 300 blocks of N. Bridge St. (with cross streets open)

Use, described in detail, for which the street use permit is requested:
Car Show - cars will be displayed on closed off street.

City services requested for the event (e.g., Street Department or Police Department staff time)
Barricades (see map)

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

Signature of Applicant: [signature] Date: 4/6/17

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
None from CFPD. [signature] 4/10/5

Requirements of Applicant:

Approved by:

Signature of Chief of Police: [signature]

Signature of Director of Public Works:

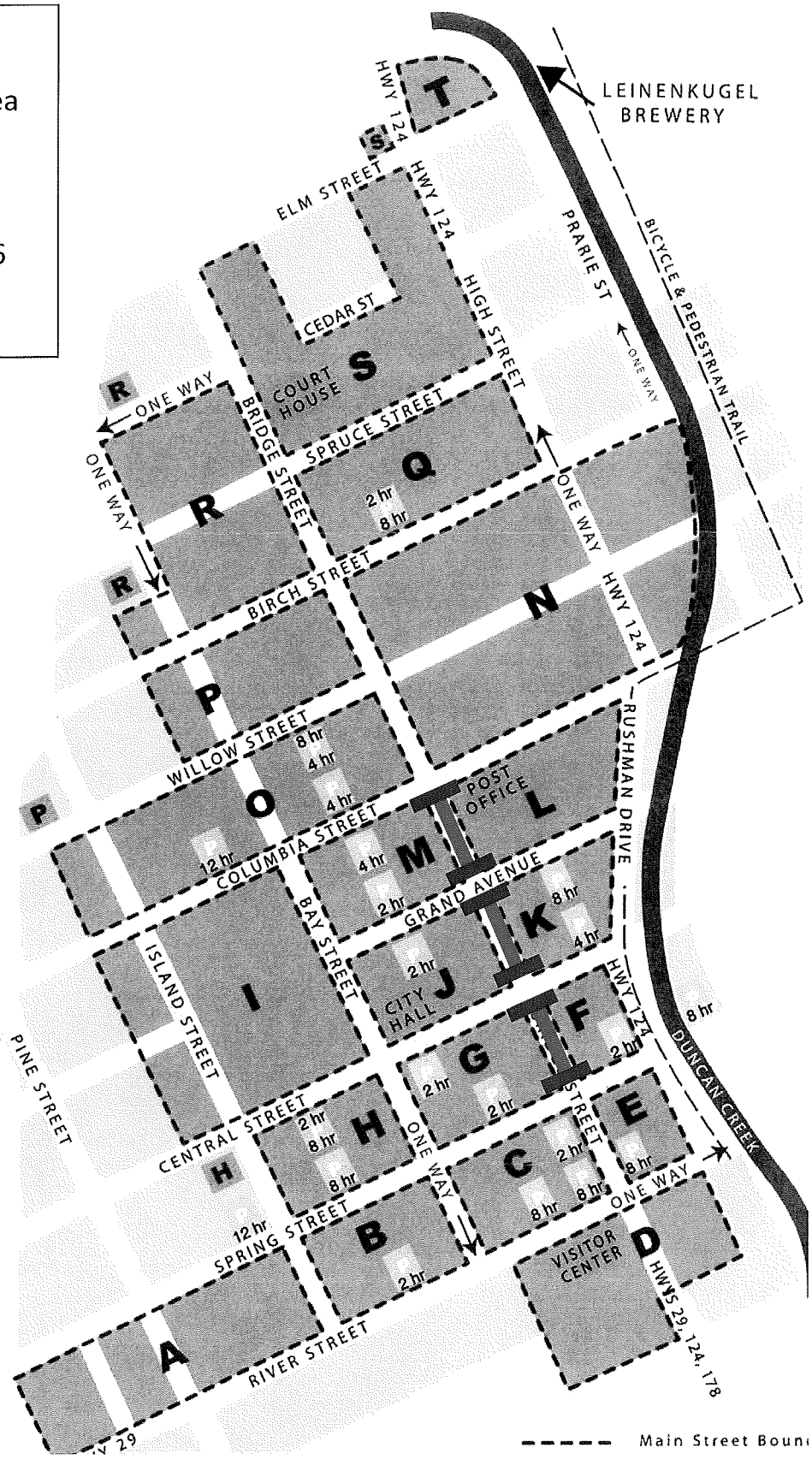
Recommendation of Board of Public Works (if required): ☐ Approved ☐ Denied

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

KEY

= Permitted area

= Barricades (6 total)



CITY OF CHIPPEWA FALLS
STREET USE PERMIT APPLICATION

Applicant Name and Address:	Applicant Phone Number:
Eau Claire Big Rig Truck Show LLC	715-878-6571

☐ Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual. Terry Biddle 2425 Seymour Rd Eau Claire WI 54703	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: both ECBRTS and 2425 Seymour Rd Eau Claire WI 54703
Name of the event: Eau Claire Big Rig Truck Show	Estimated number of persons participating:

Date and start and end times requested for street use:
start of parade - 3:45 P.M. August 19 (Saturday) 2017

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
maps are attached
Parade will start on North Bridge Street and end on North Bridge Street. See Attached Maps

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

City services requested for the event (e.g., Street Department or Police Department staff time)
We would like the parade to go southbound on N. Bridge Street.

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

(Terry Biddle) March 31 2017

Signature of Applicant — Date

OFFICE USE ONLY

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

Requirements of Applicant:

Approved by:

Signature of Chief of Police — Signature of Director of Public Works

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

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

Eau Claire Big Rig Truck Show
2425 Seymour Rd.
Eau Claire, WI 54703
(715) 832-6666

The Eau Claire Big Rig Truck Show LLC will be having its 8th Annual truck show at the Northern Wisconsin State Fair Grounds in Chippewa Falls WI on August 18, 19, 20, 2017.

For the past 6 years, when held in Eau Claire WI at the Chippewa Valley Technical College Campus, a part of the event included a 5.3 mile parade using state and city highways and streets. With the move to the fairgrounds, we would like to apply for a parade permit with the city of Chippewa Falls. This parade will consist of semi trucks from the local area as well as Canada and as far away as Florida, California, Michigan and Missouri.

The 2017 parade route will be downsized, from previous years, to a little over 10 blocks (see attached map) The vehicles will leave the fairgrounds on Saturday at 3:45 pm and travel to the north end of N bridge street at which time the units will fall in behind the lead vehicle as it travels south on N Bridge St. The vehicles will travel at a top speed of 20 mph. The parade will end at the south end of N. Bridge St at W. River St. Although it is unknown how many trucks will be involved in the parade, we anticipate that between 60-120 trucks will participate.

With safety being paramount in the operation of the parade, a mandatory safety meeting will be held on Saturday Aug 19th at noon at the Leinie's pavilion at the fairgrounds. It is requested that a representative from the law enforcement agency that is involved in the parade attend this meeting.

You may contact me any time with any questions or comments.

Thank you so much.

Terry L Biddle – Organizer
Eau Claire Big Rig Truck Show
2425 Seymour Rd
Eau Claire WI 54703
715-828-6571
terry@ectruckshow.com

Matthew Reddy
WI DOT
5008 US HWY 53 S
Eau Claire WI 54701
715-839-1650
matthew.reddy@dot.wi.gov

Lt. Dave BeBeau
CFPD
210 Island St
Chippewa Falls, WI 54729
715-723-4424
dbebeau@chippewafalls-wi.gov

APPLICATION TO USE HIGHWAY RIGHT-OF-WAY FOR A SPECIAL EVENT

	Permit No.
Event Name/Type Eau Claire Big Rig Truck Show	Event date: Aug 19 2017
Event Director or Organizer Terry L. Biddle	Telephone Number 715 828 6571
Mailing Address 2475 Seymour Rd. Eau Claire WI 54703	
Email Address Terry@ECTruckShow.com	Estimated number of participants 100 in parade thousands on route

I (We), Eau Claire Big Rig Truck Show LLC

hereby make application for a special event on the State Highway ??? right-of-way

between 3:45 am/pm and 5:15 am/pm on Aug 19 2017 (date).

I (We) agree to strictly conform to the exhibits attached hereto, subject to all terms, conditions, agreements, stipulations and provisions contained in the application and permit, and the guidelines, rules and regulations, as set forth by the Wisconsin Department of Transportation and any other applicable regulations, laws or ordinances.

Event Description: (attach map and traffic control plan)

The parade map is attached to this application.

It does not appear that the parade will use Hwy 124.

If it appears that the parade will be on Hwy 124 (possibly north end of N. Bridge Street)

contact person at the Chippewa Falls Police Department is

Prior to the event, I (we) agree to review the course to determine potential problems that could endanger participants or equipment and to notify the participants of them. If I (we) determine the problems to be severe, I (we) agree to cancel the event. I (we) have coordinated the Special Event with all affected governmental agencies.

Permittee must provide a certificate of insurance as evidence of an existing Comprehensive or Commercial General Liability Policy, including contractual liability coverage, with limits not less than $500,000 combined single limit for all claims arising out of a single accident or occurrence, and naming the State of Wisconsin, Wisconsin Department of Transportation as additional insured.

PERMITTEE SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, AND IT'S OFFICERS, AGENTS, EMPLOYEES, AND MEMBERS FOR ALL SUITS OR ACTIONS THAT MAY RESULT FROM ANY ACTIVITY BY THE PERMITTEE, IT'S OFFICERS, SUBCONTRACTORS, AGENTS OR EMPLOYEES.

Terry Biddle
Name (Please Print)

Signature

March 31, 2017
Date (minimum of 90 days prior to event)

☐ APPROVED ☐ DENIED

Regional Traffic Engineer or designee signature

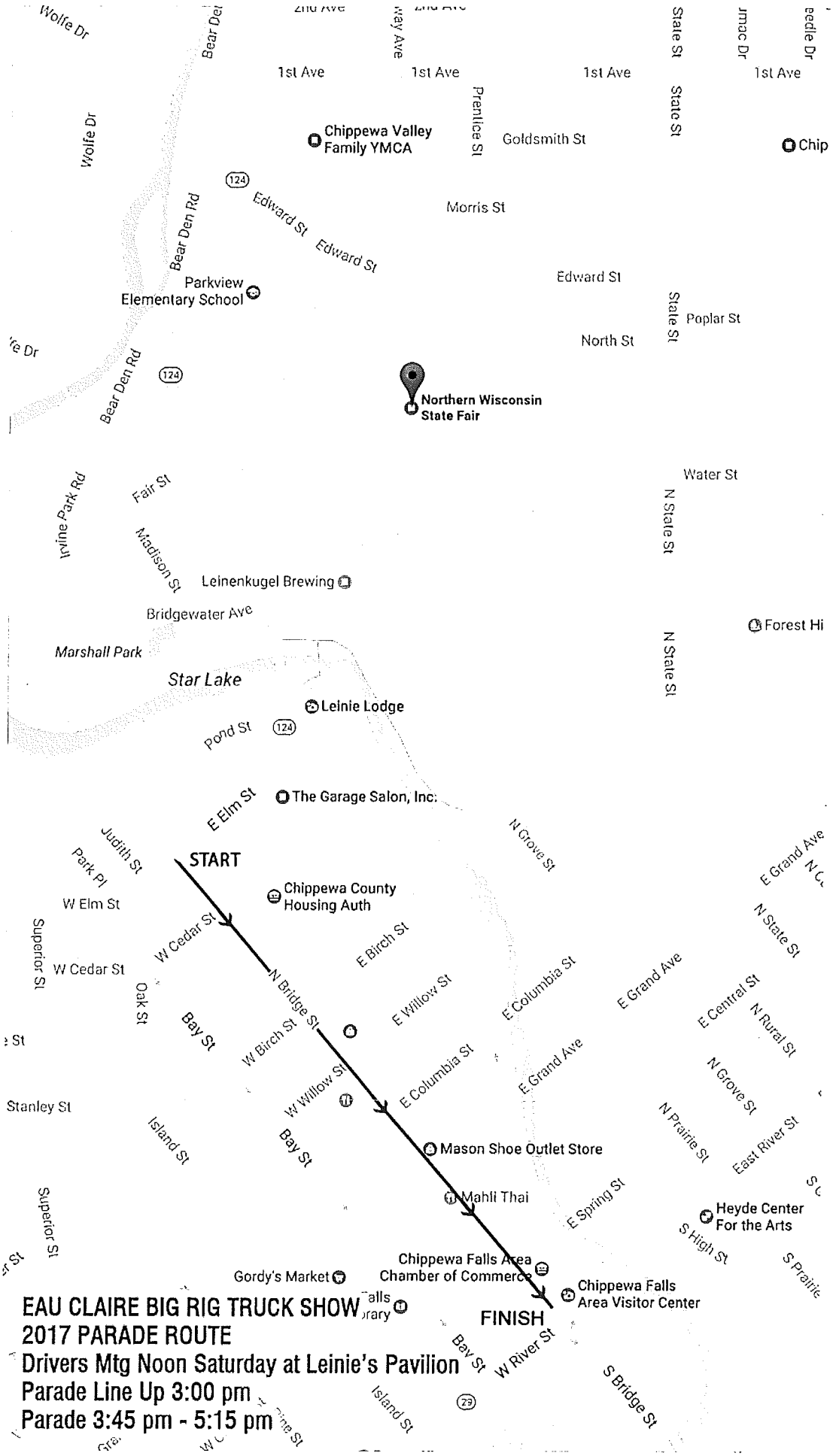
DATE

☐ APPROVED ☐ DENIED

Regional Maintenance Engineer or designee signature

DATE

Attachment- Copy of letter from municipality (if applicable)



EAU CLAIRE BIG RIG TRUCK SHOW
2017 PARADE ROUTE
Drivers Mtg Noon Saturday at Leinie's Pavilion
Parade Line Up 3:00 pm
Parade 3:45 pm - 5:15 pm

Division of Transportation
System Development
Northwest Region – Superior Office
1701 N 4th St.
Superior, WI 54880-1068

Scott Walker, Governor
Dave Ross, Secretary
Internet: www.dot.wisconsin.gov

Telephone: 715-392-7925
Facsimile (FAX): 715-392-7863

Email: eauclaire.dtd@dot.wi.gov

April 25, 2017

CITY OF CHIPPEWA FALLS
ATTN: RICHARD J. RUBENZER, P.E.
DIRECTOR OF PUBLIC WORKS
30 NORTH CENTRAL STREET
CHIPPEWA FALLS, WI 54729

Project ID: 8996-00-79/80/98 Rev #5
Spring Street
Duncan Creek Br, P-09-0711
C of Chippewa Falls, Chippewa County

Enclosed are three copies of the revised State Municipal Agreement (SMA) for the Local Bridge Program project listed above. This agreement reflects the approved cost increase and funding.

Please review the SMA, and if you have any questions, please contact me at (715) 392-7962. If the agreement looks in order, please sign all three copies in blue ink and return them to my attention in our Superior office. Please do not scan and e-mail copies of the signed SMA as we require original signatures for our files.

Please contact Ross Johnson, Local Program Project Manager, with any questions about this project. Ross can be reached at via email at ross.johnson@dot.wi.gov or call him at (715) 836-2069.

Also, please note that this agreement is not considered fully executed until signed by WisDOT. An original will be returned to you at that time.

Sincerely,

Rebecca Vork

Rebecca Vork
Program & Policy Analyst

Enclosure

c: Local Program Project Manager
Management Consultant

N:\Spo\Planning\PrgSched\Cost Share_SMA\LOCAL AGREE_ COST SHARE\Agreement Letters

REVISION #5 **STATE/MUNICIPAL AGREEMENT FOR A STATE- LET LOCAL BRIDGE PROJECT** *This agreement supersedes the agreement signed by the Municipality on April 6,2016 and signed by DOT on April 25, 2016.* **Program Name: Local Bridge** **Sub-program #: 205**	Revised Date: April 18, 2017 Date: February 25, 2016; March 3, 2014; April 17, 2012; February 10, 2015 I.D.: 8996-00-79/80/98 Road Name: C of Chippewa Falls, Spring Street Bridge ID: P-09-0711 Location: Duncan Creek Limits: STH 124 (Rushman Drive) – High Street County: Chippewa Project Length: 145 feet Facility Owner: City of Chippewa Falls Project Sponsor: City of Chippewa Falls

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

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

NEEDS AND ESTIMATE SUMMARY:

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

Existing Facility - Describe and give reason for request: **The existing facility is a single-span historic bridge (P-09-0711) over Duncan Creek. It has 20 feet of clear roadway width and is 111 feet in length. It was built in 1916 and was last inspected on 12/01/2011. In 1996 the bridge deck was overlaid, concrete surface repairs were made, the railing was repaired and the concrete arch was stained white. The current sufficiency rating is 47.1 and the bridge is functionally obsolete. There is existing sidewalk on the north side of the structure. There are no existing bicycle facilities. The approach is 20 feet in width and is asphalt. There is decorative spot lighting.**

Proposed Improvement - Nature of work: **The proposed improvement will be a single-span historic bridge rehabilitation including concrete surface repair, reconstruction of 2-foot curb on non-sidewalk side, removal of existing overlay and 4 inches of additional concrete. The improvement will place a concrete overlay and will include staining the entire bridge white. The clear width will be 18 feet and the length will be 111 feet. The approach work will be minimal with a total approach length of 51 feet. Approaches will be 18 foot wide asphalt with curb and gutter shoulder of 2.5 feet. The existing sidewalk will remain. Spot decorative lighting will be included. New right-of-way is not required.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: **None.**

The Municipality agrees to the following 2013-2018 Local Bridge program project funding conditions:

Project design and construction costs are funded with 80% federal funding when the Municipality agrees to provide the remaining 20% according to the Local Bridge Program guidelines. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2017. **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2013-2018 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

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

	SUMMARY OF COSTS				
PHASE	**Total Est. Cost**	**Federal/State Funds**	**%**	**Municipal Funds**	**%**
ID 8996-00-79					
Design Phase I	**$89,000**	**$71,200**	80%	$17,800	20%
State Review	**$21,000**	**$16,800**	80%	$4,200	20%
ID 8996-00-80					
Design Phase II	**$72,000**	**$57,600**	80%	$14,400	20%
State Review	**$27,000**	**$21,600**	80%	$5,400	20%
ID 8996-00-98					
Participating Construction	**$672,000**	**$537,600**	80%*	$134,400	20%+BAL
Non-Participating Construction	**$0**	**$0**	0%	$0	100%
State Review	**$31,000**	**$24,800**	80%*	$6,200	20%+BAL
Total Est. Cost Distribution	**$912,000**	**$729,600**	**N/A**	**$182,400**	**N/A**

*Federal/state funding for project 8996-00-98 is capped at $562,400. The project is 80% federally funded up to a maximum of $562,400 when the the Municipality agrees to pay the remaining 20% and any costs in excess of the federal funding maximum.

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

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

Name Title Date

Signed for and in behalf of the State:

Name Title Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.

2. Work prior to federal authorization is ineligible for federal or state funding.

3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

    a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)

    b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

    c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.

    d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.

    e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.

    f. All DBE requirements that the State specifies.

    g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.

    h. State Statutes that govern the Local Bridge Program, including but not limited to Wis. Stat 84.18.

    i. Bridge Approaches Funding Policy. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.

    j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 Local Bridge program. Federal /State financing will be limited to participation in the costs of the following items, as applicable to the project:

    a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.

c. Storm sewer mains necessary for the surface water drainage.

d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

f. Signing and pavement marking.

g. New installations or alteration of street lighting and traffic signals or devices.

h. Landscaping.

i. Preliminary engineering and design.

j. Management Consultant and State review services.

5. WisDOT is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the Project. The work will be administered by the State and may include items not eligible for Federal/State participation.

6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 Local Bridge program improvement project to be <u>financed entirely</u> by the Municipality or other utility or facility owner includes the items listed below.

   a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

   b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.

   c. Detour routes and haul roads. The municipality is responsible for determining the detour route.

   d. Conditioning, if required and maintenance of detour routes.

   e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

   f. All work related to underground storage tanks and contaminated soils.

   g. Street and bridge width in excess of standards.

   h. Real estate for the improvement.

8. For bridge rehabilitation projects, TRANS 213 (2)(b) calls for an independent engineering study at the Municipality's expense, which demonstrates the following conditions would be met:
    a. The rehabilitation would be cost effective,
    b. It would extend the life of the bridge by at least ten years, and
    c. It would correct all deficiencies.

    Per Department policy, the independent engineering study must also demonstrate that alternatives have been developed and reviewed to determine the appropriate scope of the proposed improvement.

9. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.

10. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.

11. Work to be performed by the Municipality without Federal/State funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.

12. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

13. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

14. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.

15. **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2013-2018 Local Bridge program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

16. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

17. The Municipality will at its own cost and expense:

    a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.

    b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

e. Provide complete plans, specifications, and estimates.

f. Provide relocation orders and real estate plats.

g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

h. Provide maintenance and energy for lighting.

i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

18. It is further agreed by the Municipality that:

a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.

d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

19. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.

20. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

21. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

22. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.

23. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

24. The Municipality agrees to the following 2013-2018 Local Bridge Program project funding conditions:

    a. ID 8996-00-79: Design Phase I is funded with 80% federal funding when the Municipality agrees to provide the remaining 20%. This phase includes evaluation of historic significance and replacement options, Design Study Report, Management Consultant review, and State review. The work includes project review, approval of required reports and documents needed to determine most desirable option for this historic structure. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.

    b. ID 8996-00-80: Design Phase II is funded with 80% federal funding when the Municipality agrees to provide the remaining 20%. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.

    c. ID 8996-00-98: Construction:

        i. Costs for bridge and approach construction are funded with 80% federal funding up to a maximum of $562,400 when the Municipality agrees to provide the remaining 20% and any costs in excess of the federal funding limit.

        ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality, subject to the $562,400 federal funding limit. Any costs above the federal funding limit for this project ID will be the responsibility of the Municipality.

[End of Document]

CITY OF CHIPPEWA FALLS
STREET USE PERMIT APPLICATION

RECEIVED
APR 24 2017
City Clerk
City of Chippewa Falls
By

Applicant Name and Address: (Bill Sparkes) Tess Morgan (715) 461 0201	Applicant Phone Number: 715-379-6640
☐ Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual. 2214 Peters Dr. #202 Eau Claire, WI 54703	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: Bill Sparkes / The O2 Run 1623 Menomonie St. Eau Claire 54703
Name of the event: The O2 Run	Estimated number of persons participating: 600

Date and start and end times requested for street use:
May 27, 2017 8:00 AM – 1:00 PM

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
Area Surrounding Northern WI State fair grounds, maps Attached

Use, described in detail, for which the street use permit is requested:
Fundraiser – 5K and Half Marathon

City services requested for the event (e.g., Street Department or Police Department staff time)
Police Dept. Directing traffic at Major Intersections

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

Wellen E Sparkes Tess Morgan — 4/24/17
Signature of Applicant — Date

OFFICE USE ONLY

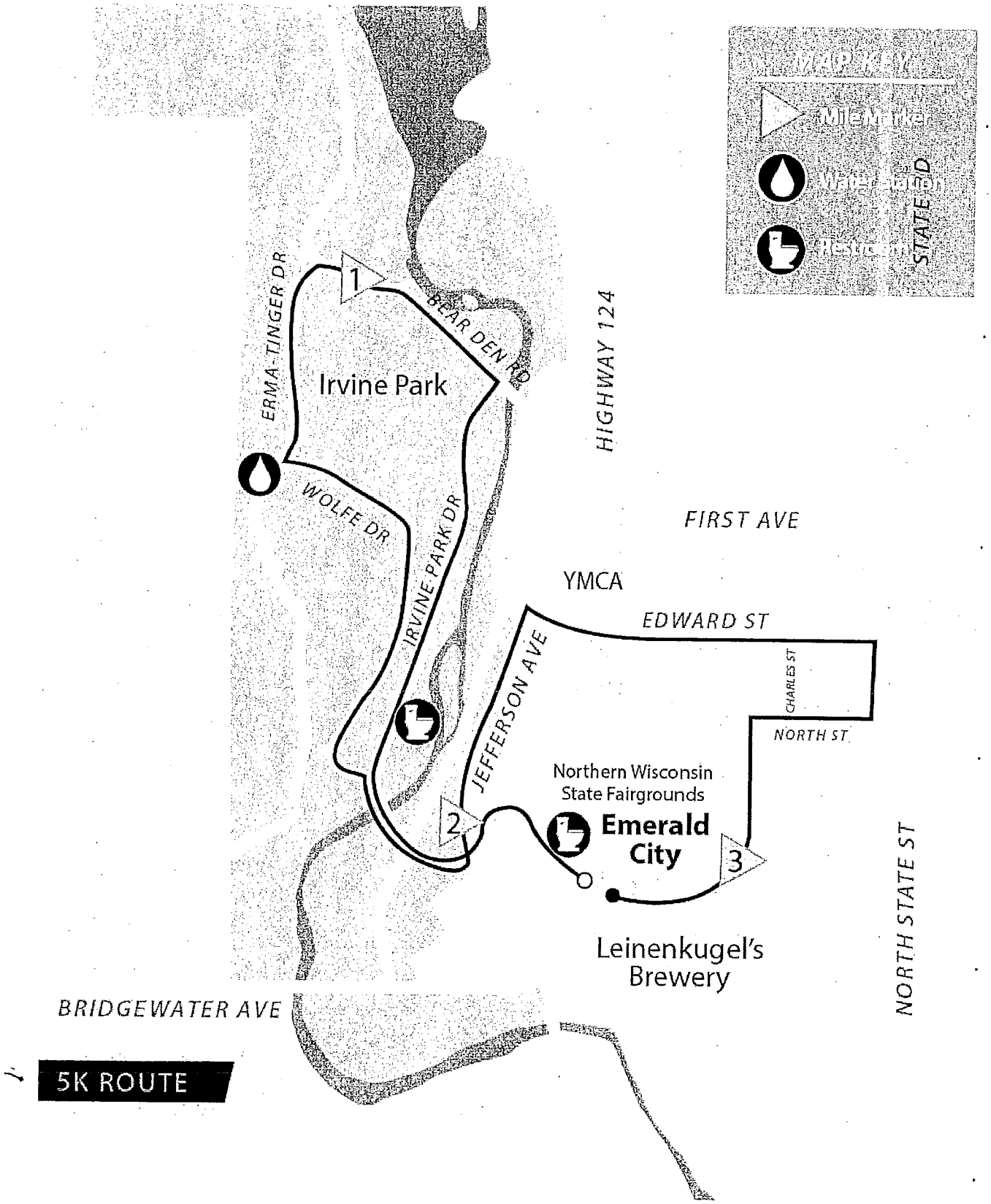
Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
Per Bill Sparks: One officer needed on Jefferson Ave at IRVINE Park ENTRANCE from 0800-1000 hrs. ~~$~~105 COST $97.75 per hour. - Total $95.50

Requirements of Applicant: Pick up any necessary traffic barricades or cones at the city garage (#5 Bjork - Riverside Drive) by 1 pm on Friday May 26, 2017 and return on Tuesday, May 30, 2017 KJR 5/01/2017

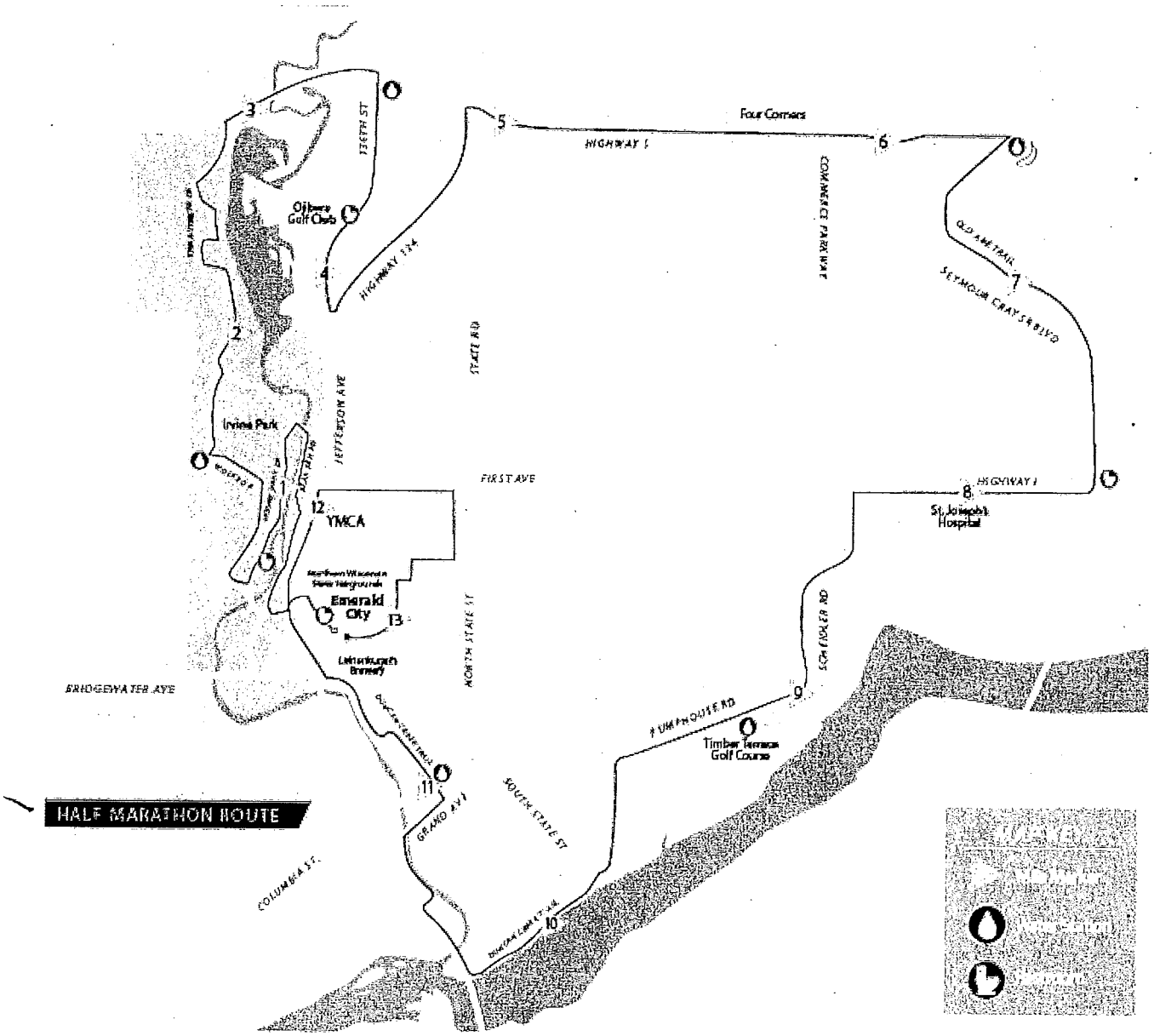
Approved by:
4-28-17 — Richard J. Rubenzer PE, 5/01/2017
Signature of Chief of Police — Signature of Director of Public Works

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

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


MAP KEY
Mile Marker
Water Station
Restroom
STATE RD
ERMA-TINGER DR
1
BEAR DEN RD
Irvine Park
HIGHWAY 124
WOLFE DR
IRVINE PARK DR
FIRST AVE
YMCA
EDWARD ST
JEFFERSON AVE
CHARLES ST
NORTH ST
Northern Wisconsin
State Fairgrounds
2
Emerald
City
3
Leinenkugel's
Brewery
NORTH STATE ST
BRIDGEWATER AVE
5K ROUTE

5K Run/walk



Half Marathon