

**CITY OF CHIPPEWA FALLS  
BOARD OF PUBLIC WORKS  
MEETING MINUTES  
MONDAY, MAY 8, 2017 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, May 8, 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 Wisconsin Technology Networking LLC representative Ryan Streff, Terry Biddle, representing Eau Claire Big Rig Truck Show LLC and Bill Sparkes, representing The Oz Run.

1. **Motion** by Bauer, seconded by Olson to approve the minutes of the April 24, 2017 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**
  
2. The Board considered Street Use Permit application from Chippewa Falls Main Street for “Summer Series Cruise In”. Director of Public Works Rubenzer noted that for Halloween 2016, a similar traffic barricade setup was employed for trick or treat safety and no charge was made at that time due to the City nature of the event. He added that the Common Council can discuss whether or not to charge Main Street at its May 16, 2017 meeting.  
**Motion** by Rubenzer, seconded by Olson to recommend the Common Council approve the attached Street Use Permit request from Chippewa Falls Main Street for “Summer Series Cruise In” to be held on May 20, June 17 and July 22, 2017 and to charge Main Street \$252 per cruise in event for City Street Department services. **All present voting aye. MOTION CARRIED.**
  
3. The Board considered the attached Right of Way License Agreement with Wisconsin Technology Networking LLC, (Mobilitie). Mobilitie representative Ryan Streffe gave a history of Wisconsin Technology Networking LLC, (Mobilitie), utility. Rubenzer and Streff highlighted the changes from the draft that was considered at the April 24, 2017 Board of Public Works meeting. The changes were:
  - 1) All plans submitted will be stamped by a Registered Licensed Wisconsin Professional Engineer.
  - 2) The annual license fee will be for only one vendor per pole location.
  - 3) An option for the licensor to add a conditional use permit process for each location was added into the document.
  - 4) An option for the licensor to require a propagation study at each location was added.
  - 5) An interference study requirement was added for each location.

Rubenzer also stated he had received a document that Mobilitie and Wisconsin Technology Networking LLC were the same company. Director of Public Works Rubenzer noted that Attorney Ferg had approved the Right-of-Way License Agreement.

**Motion** by Rubenzer, seconded by Olson to recommend the Common Council approve the attached Right-of-Way Agreement with Wisconsin Technology Networking LLC, (Mobilitie).  
**All present voting aye. MOTION CARRIED.**

4. The Board considered the attached Street Use Permit application from Eau Claire Big Rig Truck Show LLC.. Terry Biddle appeared in support of the Street Use Permit. The Board discussed the parade route and duration. Director of Public Works Rubenzer stated the estimate for Street Department Services was \$420 for the event.  
**Motion** by Senn, seconded by Olson to recommend the Common Council approve the attached Street Use Permit from Eau Claire Big Rig Truck Show, LLC and to charge the organization \$420 for Street Department services and \$320-\$380 for Police Department services for the event. **All present voting aye. MOTION CARRIED.**

5. Director of Public Works Rubenzer presented the attached fifth revision of the State/Municipal Agreement for the Spring Street Bridge Project, reflecting a \$56,800 increase in WIDOT support funding.  
**Motion** by Rubenzer, seconded by Bauer to recommend the Common Council approve the attached State/Municipal Agreement revision #5, reflecting a \$56,800 increase in WIDOT support funding for the Spring Street Bridge Project. Also to authorize Mayor Hoffman to execute the said agreement. **All present voting aye. MOTION CARRIED.**
  
6. The Board considered the attached Street Use Permit application from Bill Sparkes for “The Oz Run”. Director of Public Works Rubenzer stated the estimated Police Department charges for the event were \$95.50 and that volunteers would pick up and return street traffic controls. Event representative Bill Sparkes was fine with the estimated charge.  
**Motion** by Rubenzer seconded by Senn to recommend the Common Council approve the attached Street Use Permit request for the Oz Run to be held on May 27, 2017 and to charge the appropriate fees for city services. **All present voting aye. MOTION CARRIED.**
  
7. **Motion** by Bauer, seconded by Olson to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:08 P.M.

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



**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).

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

**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

# 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	612-480-5205	rstreff@mobilitie.com
Chris Nyhus		339 Owlight St	715 933 0596	
Ken Nyhus	Nyhus Concrete		715 933 0598	
Sean Bolton	AEC	1360 International Dr	715-552-0330	sbolton@rls-eeec.com



# CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

**RECEIVED**  
APR 10 2017  
City Clerk  
City of Chippewa Falls

Applicant Name and Address: Teri Quimette, 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] 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 CPD. \$105

Requirements of Applicant:

Approved by: [Signature]

Signature of Chief of Police Signature of Director of Public Works

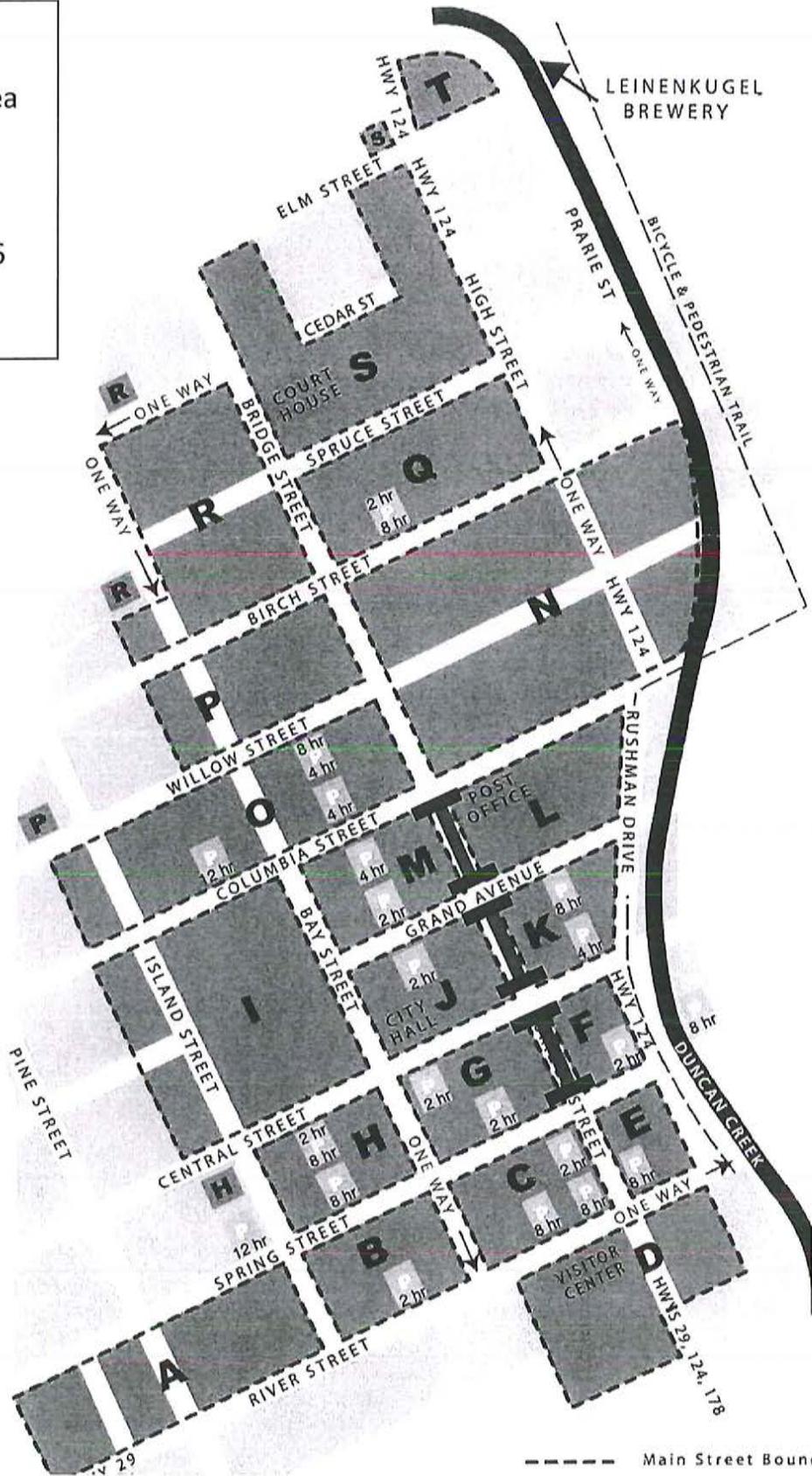
Recommendation of Board of Public Works (if required):  Approved  Denied

Decision of City Council (required):  Approved  Denied

**KEY**

 = Permitted area

 = Barricades (6 total)



**MASTER LICENSE AGREEMENT BETWEEN  
THE CITY OF CHIPPEWA FALLS AND  
WISCONSIN TECHNOLOGY NETWORKING, LLC,  
FOR THE USE OF PUBLIC RIGHTS-OF-WAY**

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**MASTER LICENSE AGREEMENT BETWEEN  
THE CITY OF CHIPPEWA FALLS AND  
WISCONSIN TECHNOLOGY NETWORKING, LLC,  
FOR THE USE OF PUBLIC RIGHTS-OF-WAY**

This MASTER LICENSE AGREEMENT FOR THE USE OF PUBLIC RIGHTS OF WAY (“Agreement”) is made and entered into by and between the City of Chippewa Falls (“City” or “Licensor”), and Wisconsin Technology Networking, LLC, a Delaware limited liability company (“Licensee”). Licensor and Licensee are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

**WHEREAS**, Licensee has requested use of certain locations within the public rights-of-way of the City to install, maintain and operate communications facilities as specified in this Agreement; and

**WHEREAS**, the City has the power to regulate the public rights-of-way within its territorial boundaries and is willing to permit such use subject to the terms and conditions of this Agreement;

**NOW THEREFORE, IN RECOGNITION OF MUTUAL CONSIDERATION, THE ABOVE PARTIES AGREE TO THE FOLLOWING:**

**SECTION 1. DEFINITIONS**

For purposes of this Agreement the following terms shall have the same meanings herein. When not inconsistent with the context, words in the plural number include the singular number, and words in the singular include the plural.

- (a) “Annual License Fee” means the annual rate described in Section 5 of this Agreement.
- (b) “Backhaul Equipment” means broadband backhaul transmission facilities, whether provided by landline communications infrastructure (including, without limitation, fiber, conduit and related equipment and improvements) (“Landline Backhaul

Equipment”) and/or wireless communications infrastructure (including, without limitation, wireless microwave and related cables, wires, equipment and improvements) (“Wireless Backhaul Equipment”) that interconnects with Wireless Communication Equipment at the Point-of-Demarcation and is for the purpose of providing Backhaul Service.

- (c) “Backhaul Service” means communications transport service, whether provided by Landline Backhaul Equipment or Wireless Backhaul Equipment that interconnects with the Wireless Communication Equipment at the Point-of-Demarcation.
- (d) “City Representative” means the then current person at the City that oversees administration of this Agreement, or his/her designee.
- (e) “Communication Facility” means Wireless Communication Equipment and/or Backhaul Equipment.
- (f) “Communication Service” means Wireless Communication Service and/or Backhaul Service.
- (g) “Communication Site” means a location in the Public Rights-of-Way selected for the Communication Facility.
- (h) “Communication Site Application” means a document, substantially in the form attached as Exhibit A, which shall identify the location of the proposed Communication Site, describe the characteristics of the proposed Communication Facility installation, and be accompanied by relevant documents to support approval of the proposed installation.
- (i) “Communication Sites Inventory” means an accurate and current inventory of all Communication Sites approved by Licensor pursuant to this Agreement.
- (j) “Effective Date” means the latest date on which this Agreement is signed by both Parties.
- (k) “Point of Demarcation” means the point of where the Wireless Communication Equipment terminate and interconnect with Backhaul Equipment.
- (l) “Rights-of-Way” or “Public Rights-of-Way” means the surface of, and the space above and below, any public street, road, highway, freeway, lane, path, public way or place, sidewalk, alley, boulevard, parkway, drive, or other easement now or

hereafter-held by the City or over which the City exercises any rights of management control.

- (m) “Rights-of-Way Regulations” means all portions of City ordinances that concern the regulation or management of Public Rights-of-Way, which are applicable to all utilities operating within the Public Rights-of-Way.
- (n) “Rights-of-Way Manager” means the then current person at the City that oversees the Public Rights-of-Way, or his/her designee.
- (o) “Supplemental License” means a document, substantially in the form attached as Exhibit B. Each Communication Site installation will be subject to a Supplemental License.
- (p) “Transmission Media” means radios, antennas, transmitters, wires, fiber optic cables, and other wireless transmission devices which are part of the Wireless Communication Equipment.
- (q) “Unauthorized Communication Site” means use of Public Rights-of-Way for the installation of Communication Facility on City poles or poles owned by another party, or for the installation of Licensee poles or any other facilities, for which Licensee did not receive approval under this Agreement.
- (r) “Unauthorized Installation Charge” means the license fee payable by Licensee to Licensor under this Agreement for an Unauthorized Communication Site.
- (s) “Wireless Communication Service” means wireless, Wi-Fi, voice, data, messaging, or similar type of wireless service now or in the future offered to the public in general using spectrum radio frequencies, whether or not licensed by the Federal Communication Commission (“FCC”) or any successor agency.
- (t) “Wireless Communication Equipment” means the Transmission Media attached, mounted, or installed on a pole located in Public Rights-of-Way, in addition to control boxes, cables, conduit, power sources, and other equipment, structures, plant, and appurtenances between the Transmission Media and the Point-of-Demarcation for the purpose of providing Wireless Communication Service.

## SECTION 2. GRANTING CLAUSE

- (a) **License to Use Rights-of-Way** – Licensor hereby grants Licensee, a non-exclusive license to use and occupy Rights-of-Way throughout the territorial boundaries of the City, as these boundaries may be adjusted from time-to-time due to annexations, for the permitted uses contemplated under Section 3, subject to the conditions outlined in this Agreement.
- (b) **License to Use City Poles** – Licensor also grants Licensee the right to use City poles for the purpose of attaching the Communication Facility based on the then-current inventory of City poles. Access to individual City poles will be determined on a case-by-case basis pursuant to the provisions of this Agreement.
- (c) **Non-Exclusive License** – The Licensee’s right to use and occupy the Public Rights-of-Way and attach to City poles shall not be exclusive as the City reserves the right to grant a similar use of same to itself or any person or entity at any time during the Term.

## SECTION 3. PERMITTED USE OF RIGHTS-OF-WAY

- (a) **Provision of Personal Communication Service** – Public Rights-of-Way may be used by Licensee, seven (7) days a week, twenty-four (24) hours a day, only for the installation, construction, use, maintenance, operation, repair, modification, replacement and upgrade of the Communication Facility by Licensee from time to time for Wireless Communication Service and/or Backhaul Service or to comply with applicable law, and not for any other purpose whatsoever. This Agreement shall include new types of Wireless Communication Equipment or Backhaul Equipment that may evolve or be adopted using wireless technologies. Licensee shall, at its expense, comply with all Laws, and Rights-of-Way Regulations in connection with the use of Public Rights-of-Way.
- (b) **Installations** – Wireless Communication Equipment and Wireless Backhaul Equipment may be installed only on Licensor’s poles under the terms of this Agreement, on poles under the terms of a separate agreement with the owner of such poles, or on Licensee’s poles and surrounding space until the Point-of-Demarcation, and Landline Backhaul Equipment may be installed only at the locations and as provided in a Supplemental License executed by the City. If the Communication Facility is to be installed on a Licensee pole, such pole shall be deemed part of the Communication Facility for purposes of this Agreement.

#### SECTION 4. TERM AND AMENDMENTS

- (a) **Term of Agreement** – The term of this Agreement shall be for ten (10) years commencing on the Effective Date and ending at midnight on the last day of the term (the “Initial Term”), provided however that, unless either Party provides written notice to the other Party prior to expiration of the Initial Term that the notifying Party will not renew the Term, the Term will automatically renew for three (3) successive three (3) year renewal periods, upon the same terms and conditions set forth in this Agreement. Thereafter this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (each an “**Annual Term**”) until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. The Initial Term, any renewal period[s] and any Annual Terms are hereinafter collectively referred to as the “Term”. Notwithstanding the foregoing, in no event shall the Term expire until: (i) terminated pursuant to Section 18, or (ii) the expiration or earlier termination of all Supplemental Licenses entered into hereunder.
- (b) **Supplemental Licenses** – Each Communication Site will be subject to a Supplemental License pursuant to the terms and conditions of this Agreement. The initial term of each Supplemental License shall be for five (5) years commencing on the date the corresponding Communication Site Application is approved as provided hereunder (“Commencement Date”), provided however that, so long as the Term is still in effect, unless Licensee provides written notice to the City prior to the expiration of the then current term that Licensee will not renew the term, the term will automatically renew for three (3) consecutive three (3) year periods, upon the same terms and conditions set forth in this Agreement. Thereafter the Supplemental License shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (each an “**Supplemental License Annual Term**”) until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Supplemental License Annual Term.
- (c) **Termination of Supplemental Licenses** – A Supplemental License may be terminated prior to the expiration of the Term: (i) by Licensor upon notice to Licensee, if Licensee fails to pay any amount when due hereunder concerning the applicable Communication Facility and such failure continues for fifteen (15) days after Licensee's receipt of written notice of nonpayment from Licensor; or (ii) by either Party upon notice to the other Party, if such other Party materially breaches any provision of this Agreement concerning the applicable Communication Facility and the breach not cured within sixty (60) days after receipt of written notice of the

breach from the non-breaching Party; or (iii) by Licensee, at any time, with or without cause, upon notice to Licensor.

- (d) **Effect of Termination** – All Annual License Fees paid prior to the expiration or earlier termination of the Supplemental License shall be retained by Licensor. Within thirty (30) days after such expiration or earlier termination, Licensee shall provide the City Representative with a schedule and timeline for removing the Communication Facility reasonably acceptable to the City Representative, excluding certain subsurface infrastructure, the permanent abandonment of which shall be deemed to occur on the 120<sup>th</sup> day after removal of the above-surface portions of the Communication Facility and shall be deemed a transfer of ownership of such subsurface infrastructure to the City and be deemed no longer part of the Communication Facility, provided, however, that permanent abandonment shall not be deemed to occur with respect to any portions expressly excluded from abandonment as specified in a notice from Licensee to Licensor during the 120-day period or as otherwise agreed to in writing between the Parties. Licensee shall continue to be liable to Licensor for the Annual License Fee prorated for every month that such Communication Facility remains in the Rights-of-Way and the Supplemental License shall be deemed to remain in effect until it is removed. After such removal, the Supplemental License shall be of no further force or effect and Licensee shall have no further obligations for the payment of Annual License Fees to Licensor in connection therewith.

## SECTION 5. LICENSE FEES

- (a) **Annual License Fee** – The Annual License Fee per Communication Site shall be as provided in the following table depending on the type of Communication Facility thereat. The parties acknowledge that typically a single Communications Facility consisting of Wireless Communication Equipment and/or Backhaul Equipment is installed on a single pole. In the event Licensee installs two or more Communication Facilities on a single pole, Licensee agrees to pay an Annual License Fee for each Communication Facility.

Type of Communication Facility:	Annual License Fee:
Wireless Communication Equipment (or Wireless Backhaul Equipment) on a pole owned by Licensor or a new pole installed and owned by Licensee	\$1,000.00
Landline Backhaul Equipment	The City's standard underground utility rate

- (b) **Timing of License Fee Payments** – Licensee shall pay in advance to Licensor the Annual License Fee for the coming year for each Communication Site. The Annual License Fee for all Communication Sites installed during any given month will commence and be due on the first day of the following month (the “License Fee Commencement Date”). Thereafter, on each annual anniversary of License Fee Commencement Date, Licensee shall pay Licensor the Annual License Fees.
- (c) **Late Payment Interest** – Any Annual License Fees not paid within fifteen (15) days of notice of non-payment will be assessed a rate of 10% per annum from that date.
- (d) **Annual License Fees to Licensor** – Licensee shall pay Licensor the fees specified in this Section in the form of a money transfer or a check made out to the order of the City of Chippewa Falls and sent to:

City of Chippewa Falls  
30 W. Central Street  
Chippewa Falls, Wi 54729

## **SECTION 6. APPROVAL OF COMMUNICATION SITES**

- (a) **Communication Site Application** – Licensee shall file with the City Representative a Communication Site Application for every proposed Communication Site. Said application form may be modified from time-to-time by the City Representative as deemed necessary in order to more efficiently process applications from Licensee.
- (b) **Communication Site Approval Process** – Upon filing of a Communication Site Application, during the first year of the Initial Term, the City Representative shall process the Communication Site Application within sixty (60) days of receipt of the same, unless the City Representative and Licensee agree in writing to extend such process. commencing in the second year of the Initial Term and thereafter for the Term, the City Representative shall process the Communication Site Application within forty-five (45) days of receipt of the same.
  - (1) **Rights-of-Way Determination** – The Licensor will determine whether the location (and any existing pole) identified by Licensee as a Communication Site is within City Rights-of-Way.
  - (2) **Ownership of City Pole** – The Licensor will confirm the ownership of any City pole identified for installation of the Communication Facility.

- (3) **Site Eligibility** – Licensor shall determine whether a requested City pole or the location for the installation for a new pole is eligible as a Communication Site based on space availability or other considerations and Licensor may request a public hearing and develop such conditions as may be necessary and reasonable for each application. In addition, Licensor must determine whether public safety considerations prevent eligibility of a pole as a Communication Site. Concerning a request to install a new pole, Licensor shall determine whether Rights-of-Way Regulations and availability of Rights-of-Way prevent the pole installation at the requested location.
- (4) **Review Criteria** – For each Communication Site Application, the City Representative shall:
- a. Verify that the Communication Site Application is complete.
  - b. Review engineering design documents to determine:
    - i. compliance with contractual requirements under this Agreement; and
    - ii. no interference with City public safety radio system, traffic signal light system, or other communications components; and
    - iii. compliance with City pole attachment regulations for City poles, including replacement of an electric meter with dual meters, if and as applicable.
  - c. Determine compliance with any other applicable requirements.

All Communication Site Applications requesting access to a City pole must include a load bearing study to determine whether the attachment of the Communication Facility may proceed without pole modification or whether the installation will require pole reinforcement or replacement. If pole reinforcement or replacement is necessary, Licensee shall provide engineering design and specification drawings demonstrating the proposed alteration to the pole. Any modification or reinforcement or replacement of any City pole that is required to accommodate Licensee's Communication Facility shall be done at Licensee's cost.

As appropriate, the City Representative shall require Licensee to make design modifications in order to comply with applicable contractual, regulatory, or

legal requirements. Failure to make the requested design modifications shall result in an incomplete Communication Site Application which may not be processed under this Agreement.

- (5) **Approval of Application** – Upon finding that the Communication Site Application is complete and in compliance with all applicable requirements as outlined above, the City Representative shall approve such Communication Site application. The approval of the Communication Site Application requesting to attach to a City pole, or to install a new pole, shall authorize Licensee to proceed to obtain all generally applicable, ministerial permits that are required of all occupants of the Public Rights-of-Way, if required (collectively, “ROW Permit”). Licensee shall comply with the requirements of the Rights-of-Way Regulations. Licensee shall pay all appropriate Wisconsin standard promulgated one-time ROW Permit fees (“ROW Permit Fees”), if required. Licensor may impose on the ROW Permit only those conditions that are necessary to protect structures in the Public Rights-of-Way, to ensure the proper restoration of the Public Rights-of-Way and any structures located therein, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the Public Rights-of-Way. In no event shall Licensor treat Licensee’s Communication Site Applications or ROW Permit applications in a more burdensome manner than Licensor treats Public Rights-of-Way access permits of all other public utilities and telecommunications services providers. Upon obtaining a ROW Permit, Licensee may proceed to install the Communication Facility in coordination with any affected City departments. Approval of a Communication Site Application related to the use of a pole owned by a third party, shall authorize Licensee to proceed with attachment process applicable to the pole owner and in accordance with the pole owner’s regulations proceed to install the Communication Facility in coordination with any affected City departments.
- (6) **Execution of Supplemental License** – Upon approval of the Communication Site Application, the Parties shall execute a Supplemental License, which shall be effective as of the date of application approval.

## **SECTION 7. CONSTRUCTION WORK-REGULATION BY CITY**

- (a) **Compliance with Law Required** – The work done by Licensee in connection with the installation, construction, maintenance, repair, and operation of Communication Facility on poles within the Public Rights-of-Way shall be subject to and governed by all pertinent Laws, including the City’s Rights-of-Way

Regulations, that are applicable to ensuring the work done does not unduly inconvenience the public in the use of the surface of the streets and sidewalks.

- (b) **Duty to Minimize Interference** – All pole excavations, construction activities, and aerial installations on poles in the Rights-of-Way shall be carried on as to minimize interference with the use of City’s Rights-of-Way and with the use of private property, in accordance with all regulations of the City necessary to provide for public health, safety and convenience.

## **SECTION 8. CONSTRUCTION, RESTORATION AND MAINTENANCE ACTIVITIES**

- (a) **Eligibility of City Pole** – Prior to submitting a Communication Site Application related to the use of a City pole, Licensee shall verify with the City the eligibility of the specified pole for attachment of the Communication Facility. In addition, Licensee shall conduct an engineering load bearing study to determine whether the pole can withstand the added weight of the Communication Facility. If the proposed installation will require pole reinforcement or replacement, the engineering design documents included with the Communication Site Application shall include specifications relating to the proposed pole reinforcement or replacement. Construction activities involving pole reinforcement or replacement shall be coordinated with applicable City personnel and the Rights-of-Way Manager.
- (b) **Compliance with Rights-of-Way Regulations** – In the installation, construction, maintenance, upgrade, and operation of Communication Facility, Licensee shall comply with the provisions of the Rights-of-Way Regulations, including but not limited to provisions pertaining to the following activities:
  - (1) construction activities related to the installation, maintenance, repair, upgrade, and removal of Communication Facility on existing poles in the Rights-of-Way;
  - (2) installation of new poles in the Rights-of-Way;
  - (3) cut or otherwise disturb the surfaces of the Rights-of-Way;
  - (4) disruption of vehicular and pedestrian traffic on Rights-of-Way to a minimum as reasonably necessary to execute the required work;
  - (5) applicable excavation and restoration standards; and

- (6) pavement repairs.
  - (7) Construction plans shall be stamped by a professional registered and licensed Wisconsin engineer.
- 
- (c) **Submission of Engineering Plans** – Prior to installation, Licensee shall submit engineering plans to the Rights-of-Way Manager for review and approval in accordance with the Rights-of-Way Regulations.
  - (d) **Identification of Utility Lines** – Prior to beginning any excavation or boring project on Public Rights-of-Way, Licensee engage a utility locator service. Licensee has the responsibility to protect and support the various utility facilities of other providers while conducting construction, installation, and maintenance operations.
  - (e) **Maintenance and Repair of Communication Facility** – Licensee shall, at Licensee’s cost, keep and maintain all Communication Facility installed on Public Rights-of-Way in commercially reasonable condition and repair throughout the Term, normal wear and tear and casualty excepted. Licensee shall, at Licensee’s cost, have the right to conduct testing and maintenance activities, and repair and replace damaged or malfunctioning Communication Facility at any time during the Term.
  - (f) **Upgrade of Communication Facility** – Licensee shall have the right to upgrade the Communication Facility with next-generation equipment and innovative new technologies. Prior to making any such equipment or technology upgrade that materially changes the size or weight of the Communication Facility, Licensee shall file a Communication Facility Application with the City Representative, who shall review the application for compliance with the permitted use under this Agreement and to verify that the new installation will not cause any interference with City’s public safety communications system, traffic light signal system, or other City communications infrastructure operating on spectrum where the City is legally authorized to operate. Licensee will address any interference issues prior to approval of such application.
  - (g) **Coordination of Maintenance and Equipment Upgrade Activities** – Prior to Licensee engaging in planned or routine maintenance activities, or equipment upgrades concerning Communication Facility attached to a City pole, Licensee

shall provide twenty (20) days advance notice to the City Representative in order to coordinate such maintenance activities with City operations or other public safety functions. Licensee shall obtain a ROW Permit prior to engaging in any maintenance or equipment upgrade activities in the Rights-of-Way regardless of pole ownership. Such twenty (20) day advance notice shall not be required in the case of an emergency.

- (h) **Removal of Non-Compliant Installations** – The City shall have the authority at any time to order and require Licensee to remove and abate any Communication Facility or other structure that is in violation of the City’s Rights-of-Way Regulations. In case Licensee, after receipt of written notice and thirty (30) days opportunity to cure, fails or refuses to comply, the City shall have the authority to remove the same at the expense of Licensee, all without compensation or liability for damages to Licensee.
- (i) **Reservation of Rights** – The City reserves the right to install, and permit others to install utility facilities in the Rights-of-Way. In permitting such work to be done by others, the City shall not be liable to Licensee for any damage caused by those persons or entities.
- (j) **No Limitation in City’s Operation of Traffic Light Signal System** – The Parties agree that this Agreement does not in any way limit Licensor’s right to locate, operate, maintain, and remove City traffic light poles in the manner that best enables the operation of its traffic light signal system and protect public safety. The City Representative may deny access to City traffic light poles due to operational conditions at the requested site, limited space availability, public safety concerns, future traffic signal system planning, or other operational considerations. Further, nothing in this Agreement shall be construed as granting Licensee any attachment right to install Communication Facility to any specific traffic light pole, other than an approved Communication Site Application and execution of the corresponding Supplemental License under the terms of this Agreement.
- (k) **Coordination of Traffic Light Maintenance Activities and Emergency Response** – Prior to conducting planned or routine maintenance on specific components of City poles where Communication Facility has been installed, the City shall provide Licensee as much advance notice of such maintenance activities as reasonably possible under the circumstances. In advance of such maintenance activities, Licensee shall temporarily cut-off electricity to its Communication Facility for the safety of maintenance personnel. In the event of failure of components of the traffic light signal system for whatever reason, including damage resulting from vehicular collisions, weather related events, or malicious

attacks, Licensor will respond to restore traffic light signal operations as a matter of public safety under the emergency provisions outlined in Section 12. Notwithstanding the forgoing, Licensee may not install a new pole, without Licensor's approval, which approval shall not be unreasonably withheld, delayed or conditioned. Should the events that results in damage or failure of the traffic light signal system also affect Communication Facility, Licensee shall have the sole responsibility to repair or replace its Communication Facility and shall coordinate its own emergency efforts with the City.

## **SECTION 9. SUPERVISION BY CITY OF LOCATION OF POLES**

- (a) **Supervision by Rights-of-Way Manager** – In the event Licensee desires to install poles on Public Rights-of-Way in order to install Communication Facility at a selected Communication Site, such poles shall be owned and maintained by Licensee. Such poles shall be of adequate strength and straight, and shall be set so that they will not interfere with the flow of water in any gutter or drain, and so that they will not unduly interfere with ordinary travel on the streets or sidewalk. The location of all Licensee's personal property, poles, and electrical connections placed and constructed by the Licensee in the installation, construction, and maintenance of Communication Facility shall be subject to the lawful, reasonable and proper control, direction and/or approval of the Rights-of-Way Manager.
- (b) **Pre-Approval by Rights-of-Way Manager** – Prior to submitting a Communication Site Application covering the installation of a new pole, Licensee shall verify with the Rights-of-Way Manager the eligibility of the Rights-of-Way location for the proposed pole installation. Licensee shall include in the Communication Site Application documentation from the Rights-of-Way Manager approving the proposed pole location in the Rights-of-Way.

## **SECTION 10. INTERFERENCE WITH OTHER FACILITIES PROHIBITED**

- (a) **Interference Study** - Licensee shall provide an interference study for any pole or attachment installation.
- (b) **Interference with Rights of Others Prohibited** – Licensee shall not impede, obstruct or otherwise interfere with the installation, existence and operation of any other facility in the Rights-of-Way, including sanitary sewers, water mains, storm water drains, gas mains, poles, aerial and underground electrical infrastructure, cable television and telecommunication wires, public safety and City networks, and other telecommunications, utility, or City personal property.

- (b) **Signal Interference with City's Communication Infrastructure Prohibited** – In the event that Licensee's Communication Facility interferes with the City's traffic light signal system, public safety radio system, or other City communications infrastructure operating on spectrum where the City is legally authorized to operate, Licensee will respond to the Licensor's request to address the source of the interference as soon as practicable, but in no event later than twenty-four (24) hours of receiving notice.

## **SECTION 11. COMPLIANCE WITH UTILITY REGULATIONS**

- (a) **Compliance with Local Regulations** – All Communication Facility installations shall be in compliance with all relevant legal requirements for connecting the Communication Facility to electricity and telecommunications service. City is not responsible for providing electricity or transport connectivity to Licensee.

## **SECTION 12. EMERGENCY CONTACTS**

- (a) **Coordination of Emergency Events** – In case of an emergency due to interference, failure of traffic light signal system, or any unforeseen events, Licensor will act to protect the public health and safety of its citizens, and to protect public and private property, notwithstanding any provision in this Agreement. Licensor will make every reasonable effort to coordinate its emergency response with the Licensee. To that end, the Licensor will use the following emergency contacts: The Licensee's network operations center may be reached 24/7 at (877) 244-7889.
- (b) **Licensee's Duty to Maintain Current Emergency Contacts** – Licensee will maintain the emergency contact information current at all times with the City Representative.
- (c) **Licensee's Response to Network Emergency** - In case of a network emergency, Licensee may access its Communication Facility without first obtaining a ROW Permit provided Licensee has conducted network trouble-shooting and diagnostic tests and has reasonably identified the point or points of network failure or malfunction. While acting under this provision to address a network emergency, Licensee shall conduct its activities within the Rights-of-Way in such a manner as to protect public and private property. Licensee will make every reasonable effort to coordinate its emergency response with the Licensor. To that end, prior to

entering the Rights-of-Way, Licensee will contact the City Representative and give notice to Licensor of the network emergency and an estimated time period to address the situation.

- (d) **Licensor's Duty to Maintain Emergency Contacts** – Licensor will maintain the emergency contact information current at all times with Licensee.

### SECTION 13. INDEMNITY

- (a) **General Indemnity Clause** – Licensee covenants and agrees to INDEMNIFY, DEFEND and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, agents and representatives of the City, individually and collectively (“Indemnitees”), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City arising out of a third-party claim to the extent arising from any negligent acts or omissions of Licensee, any agent, officer, director, representative, employee, consultant or subcontractor of Licensee, or their respective officers, agents employees, directors or representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability arising from the negligence of the City or an Indemnitee. IN THE EVENT LICENSEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH APPLICABLE LAW, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER STATE LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER STATE LAW.
- (b) **Licensor's Duty to Notify Licensee of Claims** – The City shall give prompt written notice to Licensee of any claim for which the City seeks indemnification. Licensee shall have the right to investigate, defend, and compromise these claims with prompt notice to the City attorney. Said approval shall not be unreasonably withheld, delayed or conditioned.
- (c) **Licensor's Consent to Settle Claims** – Licensee may not settle any claim subject to this Section without the consent of City, unless (i) the settlement will be fully funded by Licensee, and (ii) the proposed settlement does not contain an admission of liability or wrongdoing by any elected officials, employees, officers, directors,

volunteers or representatives of City. The City's withholding its consent as allowed in the preceding sentence does not release or impair Licensee of any obligations under this Section. Licensee must give City at least twenty (20) days advance written notice of the details of a proposed settlement before it becomes binding. Any settlement purporting to bind City must first be approved by the City.

- (d) **General Limitation** – Neither party will be liable under this Agreement for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption, loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

**SECTION 14. INSURANCE REQUIREMENTS**

- (a) Prior to the commencement of any work under this Agreement, the Licensee shall furnish copies of all required certificate(s) of insurance to the City Representative. The City shall have no duty to pay or perform under this Agreement until such certificate has been received by the City.
- (b) City reserves the right to review the insurance requirements of this Section during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when reasonably determined necessary by the City based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. Such review and modification shall not occur more frequently than every five (5) years.
- (c) The Licensee's financial integrity is of interest to the City; therefore, the Licensee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the Licensee's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Wisconsin and with an A.M. Best's rating of no less than A-VII, in the following types and for an amount not less than the amount listed below:

<b>Type of Coverage</b>	<b>Amounts</b>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000
3. Commercial General Liability Insurance to include coverage for the	Combined Single Limit for Bodily Injury and Property Damage of

following: a. Premises/Operations b. Independent Contractors c. Products/complete operations d. Property damage	\$1,000,000 per occurrence and General Aggregate limit of \$2,000,000
4. Business Automobile Liability	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

- (e) The Licensee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- Name the City, its officers, officials, employees, and elected representatives as additional insureds, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies.
  - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
  - Upon receipt of notice from its insurer, Licensee will provide Licensor with thirty (30) days prior written notice of cancellation.
- (f) Within thirty (30) calendar days of a suspension, cancellation or non-renewal of coverage, the Licensee shall provide a replacement Certificate of Insurance and applicable endorsements to the City. The City shall have the option to suspend the Licensee's performance should there be a lapse in coverage at any time during this Agreement.
- (g) In addition to any other remedies the City may have upon the Licensee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order the Licensee to stop work hereunder, and/or withhold any payment(s) which become due to the Licensee hereunder until the Licensee demonstrates compliance with the requirements hereof.
- (h) Nothing herein contained shall be construed as limiting in any way the extent to which the Licensee may be held responsible for payments of damages to persons or

property resulting from the Licensee's or its subcontractors' performance of the work covered under this Licensee Agreement.

- (i) It is agreed that the Licensee's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this Agreement.
- (j) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

**SECTION 15. ADMINISTRATION OF LICENSE**

- (a) **Administration of License by City Officials** – The City Representative is the principal City person responsible for the administration of this Agreement. The Rights-of-Way Manager shall review the operations of Licensee in the Rights-of-Way under this Agreement and the Rights-of-Way Regulations.
- (b) **Licensee's Duty to Communicate with City Officials** – Licensee shall communicate with the Rights-of-Way Manager all matters in connection with or affecting the installation, construction, reconstruction, maintenance and repair of Licensee's Communication Facility in the Rights-of-Way and provide periodic deployment plans to the Rights-of-Way Manager and the City Representative.
- (c) **Notice** – Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid. Either Party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

If to Licenser:  
City of Chippewa Falls  
Director of Public Works  
30 W. Central Street  
Chippewa Falls, Wi 54729

With a copy to:  
City of Chippewa Falls  
Mayor  
30 W. Central Street  
Chippewa Falls, Wi 54729

If to Licensee:  
Wisconsin Technology Networking, LLC  
660 University Drive, Suite 200  
Newport Beach, CA 92660  
Attention: Asset Management

With a copy to:  
Wisconsin Technology Networking, LLC  
660 University Drive, Suite 200  
Newport Beach, CA 92660  
Attention: Legal Department

## SECTION 16. ASSIGNMENT OF LICENSE

- (a) **Limited Right of Assignment** – This Agreement and each Supplemental License under it may be sold or assigned by Licensee without any approval or consent of the Licensor to any entity which acquires all or substantially all of Licensee’s assets in the market defined by the FCC in which the Right-of-Way is located by reason of a merger, acquisition or other business reorganization provided that such acquiring entity is bound by all of the terms and conditions of this Agreement. Licensee shall provide the City Representative notice of any such merger, acquisition or other business reorganization within a reasonable period of time after the consummation thereof. This Agreement and each Supplemental License under it may be sold or assigned by Licensee to Licensee’s principal, affiliates, subsidiaries of its principal without any approval or consent of the Licensor, but with prior written notice to Licensor, provided such entity holds a certificate of public convenience and necessity issued by the Wisconsin Public Service Commission. As to other parties, this Agreement and each Supplemental License may not be sold or assigned without the written consent of the Licensor, which shall not be unreasonably withheld. No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder.
- (b) **Licensee’s Right to Grant Security Interest in License** – Additionally, Licensee may mortgage or grant a security interest in this Agreement and the Communication Facility, and may assign this Agreement and Communication Facility to any mortgagees or holders of security interest, including their successors or assigns (collectively “Mortgagees”), provided such Mortgagees’ interests in this Agreement are subject to all of the terms and provisions of this Agreement. In such event, City shall execute such consent to financing as may reasonably be required by Mortgagees.

## SECTION 17. FUTURE CONTINGENCY

- (a) **Renegotiation for Incapacity of Contract** – Notwithstanding anything contained in this Agreement to the contrary, in the event that this Agreement, in whole or in part, is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unrecoverable, unenforceable, void, unlawful, or otherwise inapplicable, the Licensee and Licensor shall meet and

negotiate an amended Agreement that is in compliance with the authority's decision or enactment and, unless explicitly prohibited.

## **SECTION 18. AGREEMENT VIOLATIONS LEADING TO TERMINATION**

- (a) **Events of Termination** – This Agreement may be terminated before the expiration date of the Term on written notice by City to Licensee, if Licensee materially breaches any provision of this Agreement and such breach is not cured by Licensee within sixty (60) days after Licensee's receipt of written notice of such breach from the City. Licensee shall not be excused from complying with any of the terms and conditions of this Agreement by the previous failure of the City to insist upon or seek compliance with such terms and conditions.
- (b) **No Waiver of Duties** – Termination of this Agreement does not relieve Licensee from the obligation (i) to pay Annual License Fees accrued and owing to Licensor under the Agreement at the time of termination, or (ii) concerning any claim for damages against Licensee under this Agreement. Licensor's rights, options, and remedies under this Agreement are cumulative, and no one of them is exclusive of the other. Licensor may pursue any or all such remedies or any other remedy or relief provided by law, whether or not stated in this Agreement. No waiver by Licensor of a breach of any covenant or condition of this Agreement is a waiver of any succeeding or preceding breach of the same or any other covenant or condition of this Agreement.

## **SECTION 19. GOVERNING LAW, JURISDICTION AND VENUE**

- (a) **Governing Law** – This Agreement is passed in accordance with the constitutions, statutes, ordinances, and regulations of the United States, the State of Wisconsin, and the City of Chippewa Falls in effect on the effective date of this Agreement, and as such Laws may be subsequently amended.
- (b) **Compliance with Local Ordinances** – Nothing in this Agreement shall be interpreted to limit the authority of the City to adopt, from time to time, ordinances, rules and regulations that are generally applicable to occupants of the Rights-of-Way that it determines necessary in the exercise of City's governmental powers. Licensee shall abide by any Rights-of-Way Regulations that do not conflict or are otherwise preempted by state or federal law.

- (c) **Enforcement of Local Regulations** – Licensor expressly reserves the right to enforce requirements for ministerial issuance of ROW Permits. It is understood and agreed that Licensee is responsible for obtaining all such permits necessary to install, maintain and operate its Communication Facility.
- (d) **Change of Law** - If any federal, state, or local laws or regulations (including, but not limited to, those issued by the Federal Communications Commission or its successor agency) and any binding judicial interpretations thereof (collectively, “Laws”) that govern any aspect of the rights or obligations of the Parties under this Agreement shall change after the Effective Date and such change makes any aspect of such rights or obligations inconsistent with the then-effective Laws, then the Parties agree to promptly amend the Agreement as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.
- (e) **Jurisdiction and Venue** – THE PROVISIONS OF THE AGREEMENT SHALL BE CONSTRUED UNDER, AND IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WISCONSIN, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER SHALL BE PERFORMED IN THE COUNTY IN WHICH THE CITY IS LOCATED. THEREFORE, IN THE EVENT ANY COURT ACTION IS BROUGHT DIRECTLY OR INDIRECTLY BY REASON OF THIS AGREEMENT, THE COURTS OF SUCH COUNTY SHALL HAVE JURISDICTION OVER THE DISPUTE AND VENUE SHALL BE IN SUCH COUNTY.

## **SECTION 20. NON-DISCRIMINATION**

- (a) **Non-Discrimination** – Licensee agrees not to engage in employment practices that discriminate against any employee or applicant for employment based on race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age, disability, or political belief or affiliation, unless exempted by state or federal law. In the event non-compliance occurs with this Section occurs, Licensee, upon written notification by City, shall commence compliance procedures within thirty (30) days.

## **SECTION 21. MISCELLANEOUS PROVISIONS**

- (a) **Waiver** – None of the material provisions of this Agreement may be waived or modified except expressly in writing signed by the Licensee and Licensor. Failure of either Party to require the performance of any term in this Agreement or the waiver by either Party of any breach thereof shall not prevent subsequent enforcement of this term and shall not be deemed a waiver of any subsequent breach.

- (b) **Severability** – If any clause or provision of the Agreement is illegal, invalid, or unenforceable under present or future Laws effective during the Term, then and in that event it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.
- (c) **Captions** – The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.
- (d) **Extent of Agreement** – This Agreement, together with its attached exhibits and the authorizing ordinance, if any, embodies the complete agreement of the Parties, superseding all oral or written previous and contemporary agreements between the Parties and relating to this Agreement.
- (e) **Authority** – The signer of this Agreement for the Licensee and the City hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of the Licensee or the City respectively.
- (f) **Non-Waiver of Rights** – By entering this Agreement, neither Licensor nor Licensee has waived any rights either Party may have under applicable state and federal law pertaining to the provision of Communication Service or Licensee’s access rights concerning the Rights-of-Way.
- (g) **Force Majeure** – In the event a Party’s performance of any of the terms, conditions, obligations or requirements of this Agreement is prevented or impaired due to a force majeure event beyond such Party’s reasonable control, such inability to perform will be deemed to be excused and no penalties or sanctions will be imposed as a result thereof. For purposes of this subsection, “force majeure” means an act of God, a natural disaster or an act of war (including terrorism), civil emergencies and labor unrest or strikes, untimely delivery of equipment, pole hits, and unavailability of essential equipment, and/or materials, and any act beyond the Party’s reasonable control. It also includes an explosion, fire or other casualty or accident, which is not the result of gross negligence, an intentional act or misconduct on the part of the Party.

- (h) **Technical Amendments** – Other than proposed substantive contractual amendments requested under Section 4, the Parties may mutually agree to make technical amendments to the Agreement and its exhibits without the approval of the City that would not alter the obligations and responsibilities of the Parties under the Agreement, in order to address advances and/or innovations in wireless technologies and equipment.
- (i) **No Partnership or Joint Venture** – The relationship between Licensor and Licensee is at all times solely that of licensor and licensee, not that of partners or joint venturers.
- (j) **Effect of Bankruptcy** – Bankruptcy, insolvency, assignment for the benefit of creditors, or the appointment of a receiver is an event of default.
- (k) **Counterparts** – This Agreement may be executed in multiple counterparts, each of which is an original. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all Parties.
- (l) **Further Assurances** – The Parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. No such additional document(s), however, may alter the rights or obligations of the Parties as contained in this Agreement.
- (m) **Propagation Maps** - The City will determine if a propagation study will be required for a pole or attachment installation.

**EXECUTED and AGREED.**

**CITY OF CHIPPEWA  
FALLS**

**WISCONSIN TECHNOLOGY  
NETWORKING, LLC**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**EXHIBIT A**

**COMMUNICATION SITE APPLICATION**

Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Licensee: \_\_\_\_\_ Application/License#: \_\_\_\_\_

Licensee ID #	Site	Communication Coordinates	Site	GIS	Type of Communication Facility
					[Wireless Communication Equipment] [Wireless Backhaul Equipment] [Landline Backhaul Equipment]

**If Wireless Communication Equipment or Wireless Backhaul Equipment:**

Pole Type	Pole Alteration	Attachment Height	Attachment Weight	Attachment Dimensions	Location of Equipment Shelter
[City Pole] [Third-Party Pole] [Licensee Pole] [Not Applicable/Needed]	[Pole Reinforcement] [Pole Replacement] [New Pole] [Not Applicable/Needed]				[Installed on Pole] [Installed in Ground (Vault)] [Other Location (Requires City Representative Approval)] [Not Applicable/Needed]

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**APPLICANT SHALL PROVIDE THE FOLLOWING IF/AS APPLICABLE:**

- Site plan and engineering design and specifications for installation of Communication Facility, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, backhaul solution, electrical distribution panel, electric meter, and electrical conduit and cabling. Where applicable, the design documents should include specifications on design, pole modification, and ADA compliance.
- For City poles, include documentation from the City verifying that the pole is eligible for attachment. Also include a load bearing study that determines whether the pole requires reinforcement or replacement in order to accommodate attachment of Communication Facility. If pole reinforcement or replacement is warranted, the design documents should include the proposed pole modification.
- For new pole installations, include documentation from the Rights-of-Way Manager verifying that the pole location in the Rights-of-Way is eligible for installation.
- If the proposed installation includes a new pole, provide design and specification drawings for the new pole.
- If the proposed installation will require reinforcement or replacement of an existing pole, provide applicable design and specification drawings.
- The number, size, type and proximity to the facilities of all communications conduit(s) and cables to be installed.
- Description of the utility services required to support the facilities to be installed.
- All necessary permits and letters of authorization from all affected parties.
- List of the contractors and subcontractors, and their contact information, authorized to work on the project.

THE CITY WILL PROCESS THIS APPLICATION WITHIN 30 DAYS OF RECEIPT DATE, UNLESS AN AGREEMENT IS EXECUTED BY APPLICANT AND THE CITY REPRESENTATIVE TO EXTEND THE APPROVAL DATE.

**APPLICANT REPRESENTATIVE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

----- **FOR CITY USE ONLY** -----

RECEIPT DATE: \_\_\_\_\_ APPLICATION NO.: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPROVAL DATE: \_\_\_\_\_

**EXHIBIT B  
Supplemental License Form**

**Supplemental License No. \_\_\_\_\_  
For Communication Facility Installation**

This Supplemental License is entered on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_, between the City of Chippewa Falls, acting through its City Representative, or his/her designee, (“Licensor”) and Wisconsin Technology Networking, LLC, a Delaware limited liability company (“Licensee”).

**1. Overview of Supplemental License** – This Supplemental License applies to the Communication Sites described below.

**Authorizing  
Agreement:**

**License:** Master License Agreement for Use of Public Rights-of-Way

**Licensor:** City of Chippewa Falls

**Licensee:** Wisconsin Technology Networking, LLC

**Initial Aggregate  
Annual License Fees:** \_\_\_\_\_

**Commencement Date:** \_\_\_\_\_

**Term:** Term of 25 years subject to the Master License Agreement.

Licensee ID #	Site	Communication Coordinates	Site	GIS	Type of Communication Facility
					[Wireless Communication Equipment] [Wireless Backhaul Equipment] [Landline Backhaul Equipment]

**If Wireless Communication Equipment or Wireless Backhaul Equipment:**

Pole Type	Pole Alteration	Attachm ent Height	Attachm ent Weight	Attachme nt Dimension s	Location of Equipment Shelter
[City Pole] [Third-Party Pole] [Licensee Pole] [Not Applicable/Needed ]	[Pole Reinforcement] [Pole Replacement] [New Pole] [Not Applicable/Needed]				[Installed on Pole] [Installed in Ground (Vault)] [Other Location (Requires City Representative Approval)] [Not Applicable/Needed]

2. **Source of Authority** – This Supplemental License is authorized and executed pursuant to the terms and conditions of the “Master License Agreement between the City and Licensee for the Use of Public Rights-of-Way,” as it may be amended by the Parties during its Term (“Master License Agreement”). All of the terms and conditions of the Master License Agreement, including any future amendments, are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Master License Agreement. Capitalized terms used in this Supplemental License shall have the same definitions and meanings ascribed to them in the Master License Agreement, unless otherwise indicated herein.

3. **Approval Process** – This Supplemental License arises from and is part of the approval process associated with the Communication Site Application approved by the City Representative on \_\_\_\_\_. The Communication Site Application, including all attachments, is incorporated as Exhibit 1 and made a part hereto. If not attached, the

Communication Site Application is hereby incorporated herein by reference and made a part hereof without the necessity of repeating or attaching it.

**4. Scope of License** – This Supplemental License is limited to the Communication Facility installation(s) referenced in the Communication Site Application associated with this Supplemental License.

**5. Conflict in Interpretation** – Nothing in this Supplemental License is intended to grant Licensee any rights or privileges beyond those addressed in the Master License Agreement. In the event of any conflict in contractual interpretation between this Supplemental License and the Master License Agreement, the terms and conditions of the Supplemental License shall govern, provided however that any future amendments or modifications to the Master License Agreement shall simultaneously apply and serve to amend or modify this Supplemental License without the need by either Party to provide notice of such to the other.

**6. Site Specific Conditions** – All site specific conditions shall be addressed in the Communication Site Application associated with this Supplemental License.

**7. Site Modifications** – Prior to making any post-installation future material modifications to a Communication Site, other than maintenance and repair of site specific Communication Facility as further provided in the Master License Agreement, Licensee shall file a Communication Site Application with the City Representative describing the proposed modifications. The City Representative, or his/her designee, shall review the Communication Site Application pursuant to the terms and conditions in the Master License Agreement, and if approved such Communication Site Application shall be attached as Exhibit 2 and made a part hereto. Any additional site modifications shall be incorporated hereto in the same manner.

**8. License Fee** – The aggregate Annual License Fees applicable to this Supplemental License, as summarized in Section 1 above, shall be calculated based on the number of applicable Communication Facility as set forth in the Master License Agreement, payable by Licensee as provided therein.

**9. Commencement Date** – The Commencement Date for this Supplemental License shall be the same date that the Communication Site Application associated with this Supplemental License, which is hereby approved by the City Representative.

**10. Term** – The term for this Supplemental License, as described in Section 1 above, is set forth in the Master License Agreement.

**NOW THEREFORE**, the Parties hereto by the signature of their respective representatives hereby agree to enter into this Supplemental License.

**LICENSOR**

**CITY OF CHIPPEWA FALLS**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LICENSEE**

**WISCONSIN TECHNOLOGY NETWORKING, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





# CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

Applicant Name and Address: <b>Eau Claire Big Rig Truck Show LLC</b>	Applicant Phone Number: <b>715-828-6571</b>
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<input type="checkbox"/> 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. <b>Terry BIDDLE 2425 Seymour Rd Eau Claire WI 54703</b>	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: <b>POH EC BIRTS and 2425 Seymour Rd Eau Claire WI 54703</b>
--	--

Name of the event: <b>Eau Claire Big Rig Truck Show</b>	Estimated number of persons participating:
--	--

Date and start and end times requested for street use:  
**start of parade - 3:45 Pm. 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.

Signature of Applicant: **Terry Biddle** (Terry BIDDLE) Date: **March 31 2017**

**OFFICE USE ONLY**

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):  
**640/hr** **320-380**  
**6420**

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 8<sup>th</sup> 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 19<sup>th</sup> 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](mailto:terry@ectruckshow.com)

Matthew Reddy  
WI DOT  
5008 US HWY 53 S  
Eau Claire WI 54701  
715-839-1650  
[matthew.reddy@dot.wi.gov](mailto:matthew.reddy@dot.wi.gov)

Lt. Dave BeBeau  
CFPD  
210 Island St  
Chippewa Falls, WI 54729  
715-723-4424  
[dbebeau@chippewafalls-wi.gov](mailto: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 Sycamore 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)

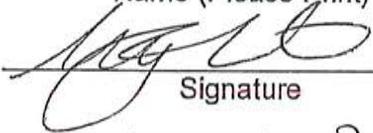
The parade map is attached to this application.  
It does not appear that the parade will use Hwy 124.  
If it appears that the parade will be on Hwy 124 (possibly north end of N. Bridge Street)  
contact person at the Chippewa Falls Police Department is

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 BIDDICE  
Name (Please Print)

  
Signature

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

APPROVED       DENIED

\_\_\_\_\_  
Regional Traffic Engineer or designee signature

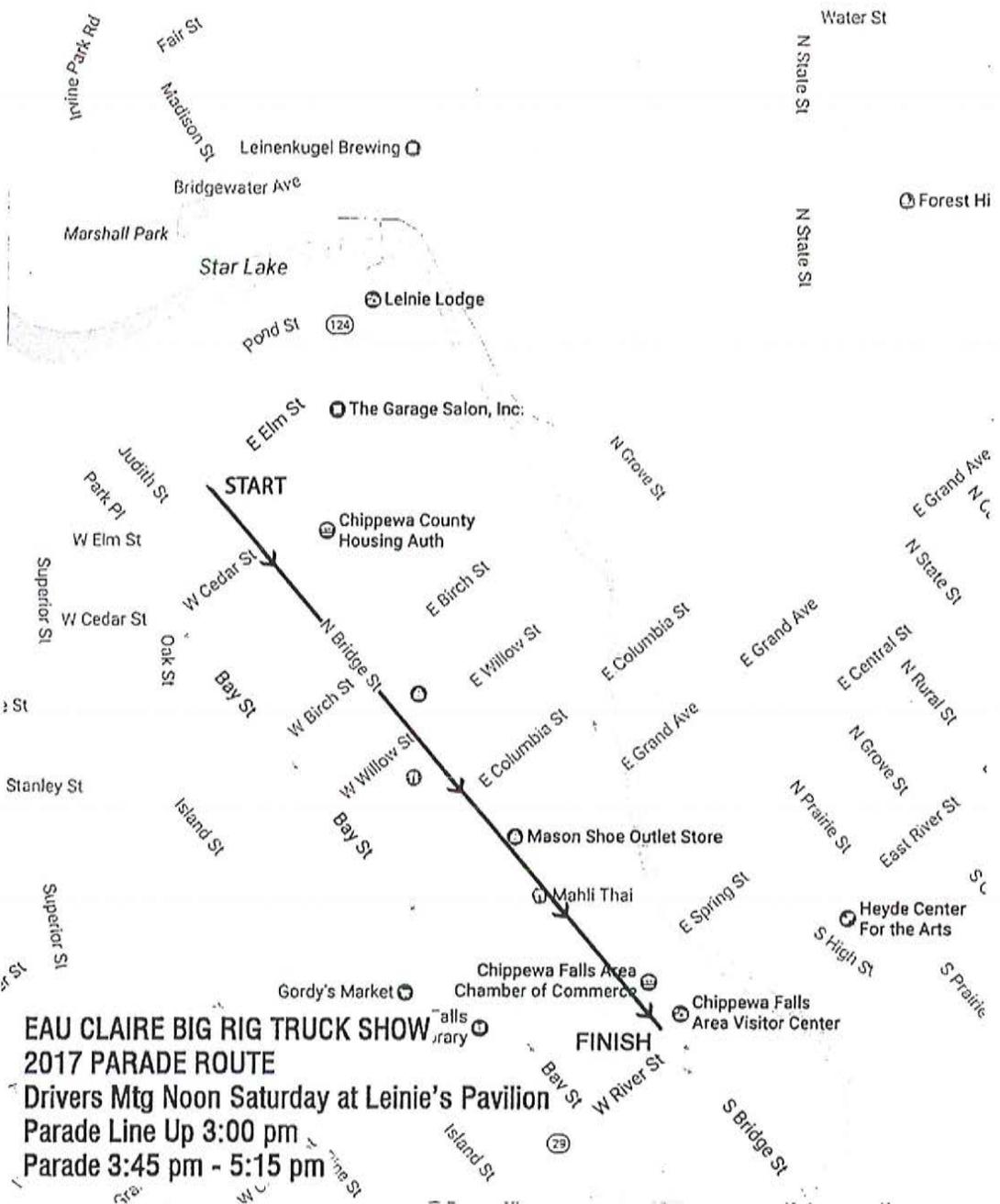
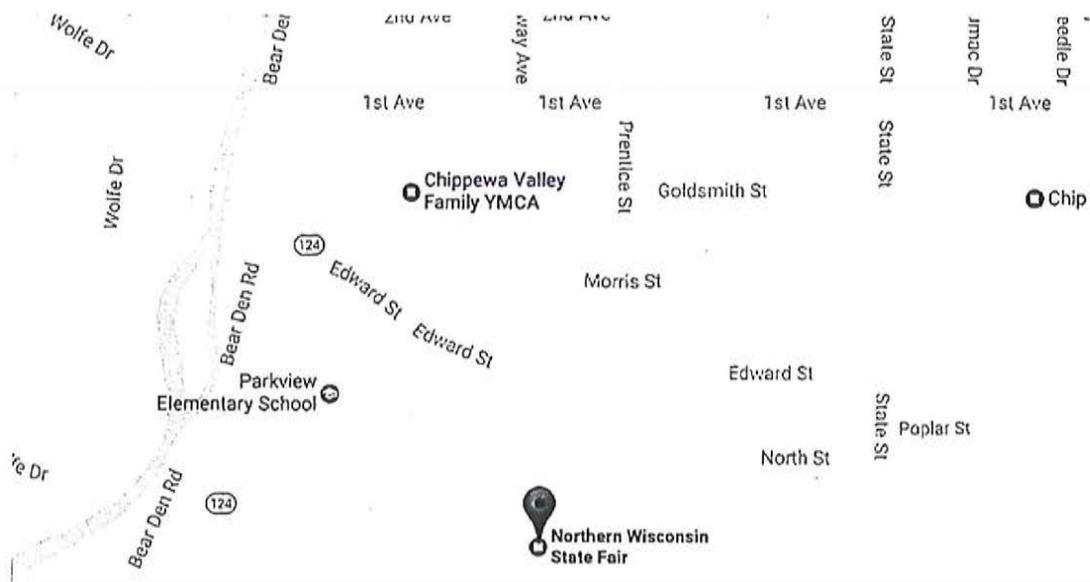
\_\_\_\_\_  
DATE

APPROVED       DENIED

\_\_\_\_\_  
Regional Maintenance Engineer or designee signature

\_\_\_\_\_  
DATE

Attachment- Copy of letter from municipality (if applicable)





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

Scott Walker, Governor  
Dave Ross, Secretary  
Internet: [www.dot.wisconsin.gov](http://www.dot.wisconsin.gov)

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

Email: [eauclore.dtd@dot.wi.gov](mailto:eauclore.dtd@dot.wi.gov)

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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](mailto: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



**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.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
<b>ID 8996-00-79</b>					
Design Phase I	\$89,000	\$71,200	80%	\$17,800	20%
State Review	\$21,000	\$16,800	80%	\$4,200	20%
<b>ID 8996-00-80</b>					
Design Phase II	\$72,000	\$57,600	80%	\$14,400	20%
State Review	\$27,000	\$21,600	80%	\$5,400	20%
<b>ID 8996-00-98</b>					
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
<b>Total Est. Cost Distribution</b>	<b>\$912,000</b>	<b>\$729,600</b>	<b>N/A</b>	<b>\$182,400</b>	<b>N/A</b>

\*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
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## **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 financed entirely 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

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.

Signature of Applicant: William E Sparkes Tess Morgan
Date: 4/24/17

OFFICE USE ONLY

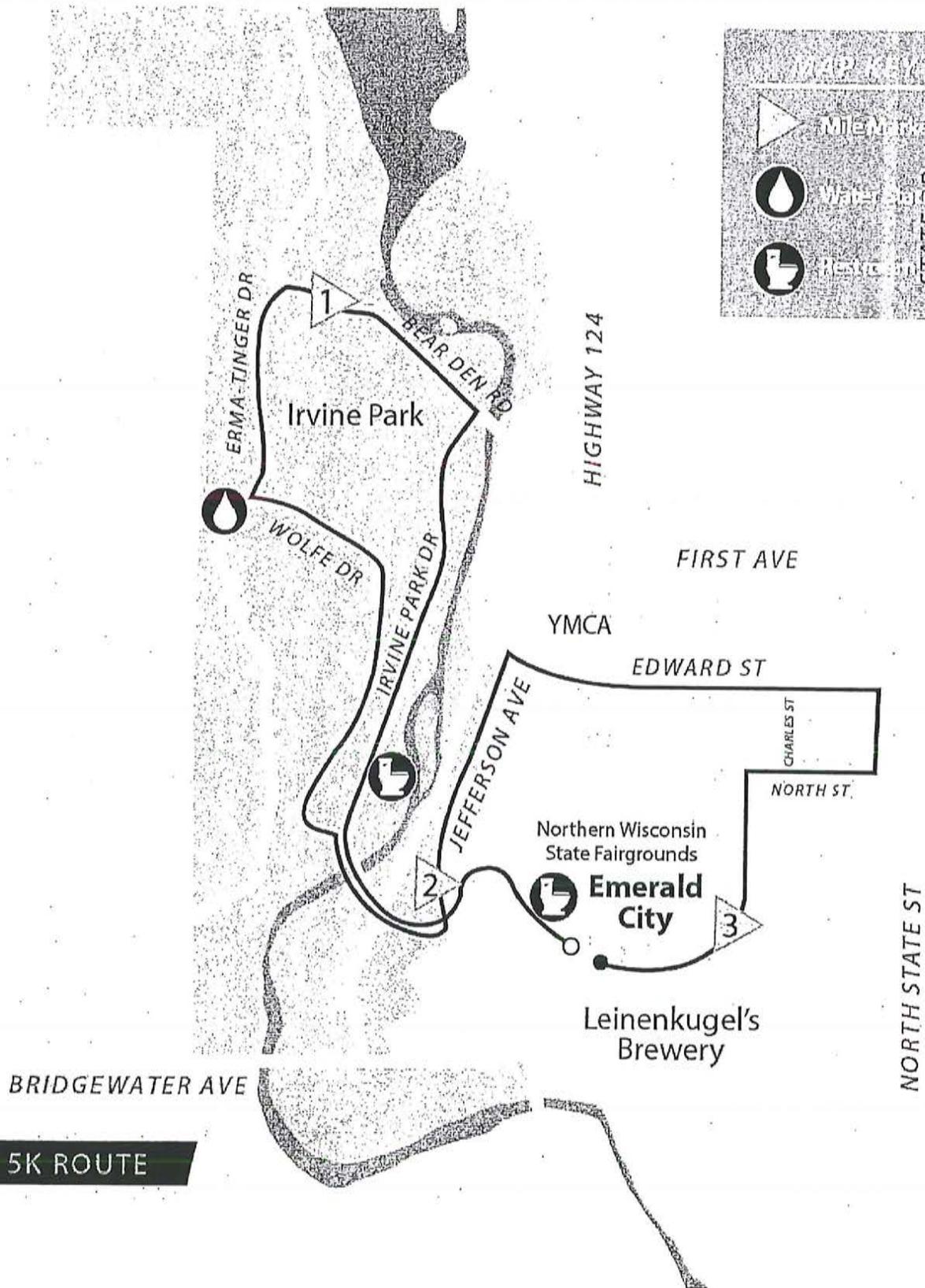
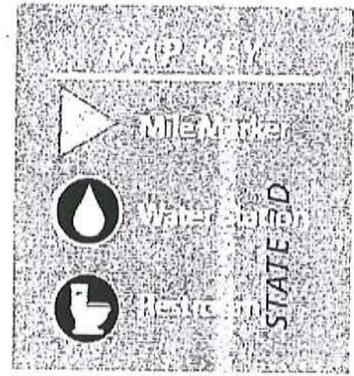
Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
Per Bill Sparkes: One officer needed on Jefferson Ave at IRVINE PARK ENTRANCE FROM 0800-1000 hrs. \$105 COST \$47.75 per HOUR. - Total \$95.50

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

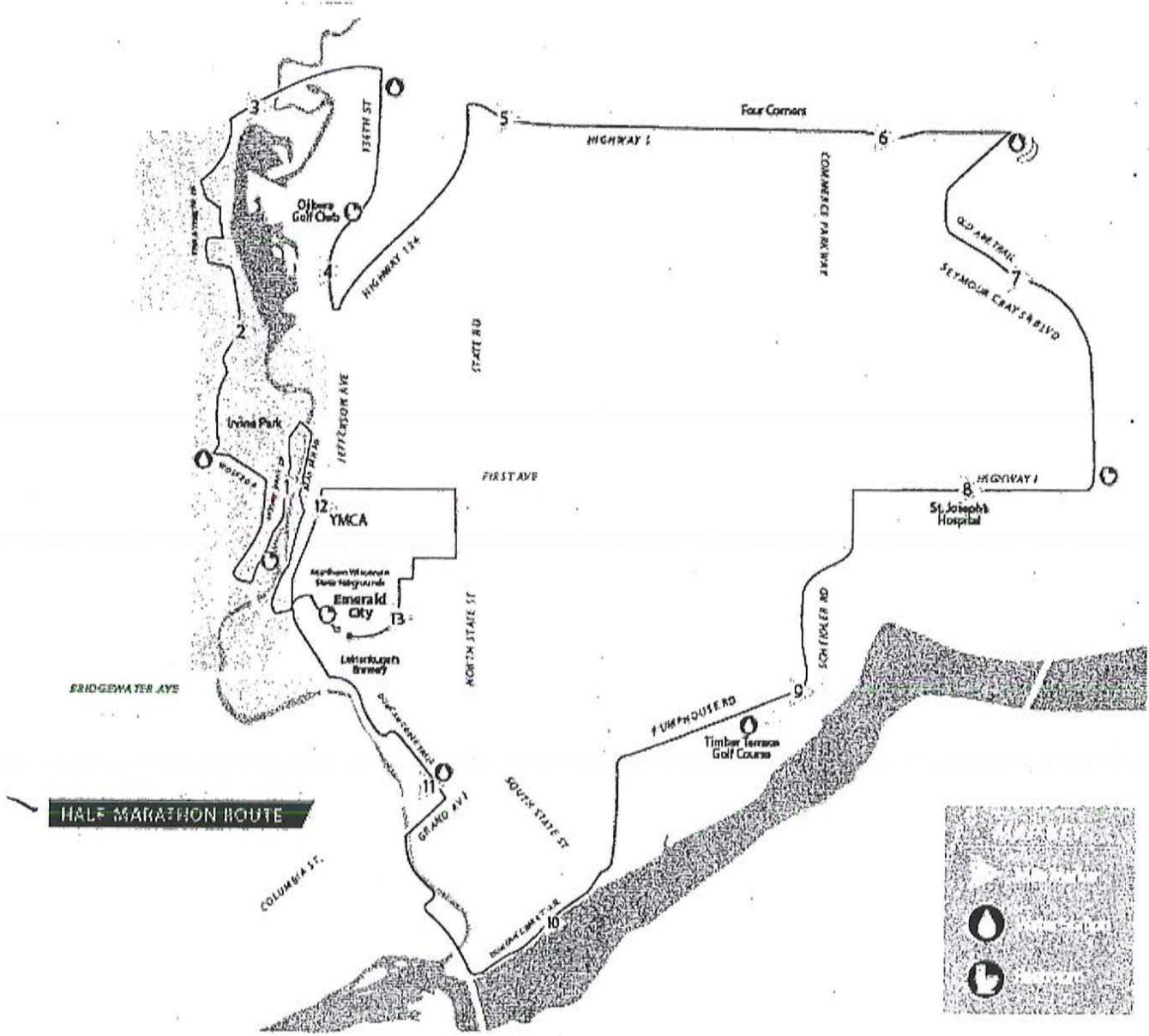
Approved by: [Signature] 4-28-17 [Signature] PE, 5/01/2017
Signature of Chief of Police Signature of Director of Public Works

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

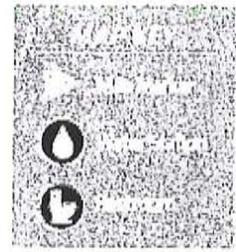
Decision of City Council (required): [ ] Approved [ ] Denied



5K Run/walk



HALF MARATHON ROUTE



Half Marathon