



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Meeting Agenda - Final-revised

### Board of Public Works

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Tuesday, January 16, 2024

10:00 AM

Council Chambers  
City Hall, First Floor

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*The Board of Public Works meeting is open for in-person attendance and will also be conducted through video conferencing. The meeting can be viewed by visiting the Legislative Information Center (<https://cityoflacrosse.legistar.com/Calendar.aspx>) and clicking on the video link to the far right in the meeting list.)*

#### Call to Order

#### Roll Call

#### Approval of Minutes

*Minutes from January 8, 2024.*

#### Agenda Items:

- [24-0075](#) Construction Contract Change Order
- [24-0083](#) Request to approve the addition of tax parcels which are part of the ground floor of the Grand River Station Property owned by the City of La Crosse (17-40381-20, 315 King St; 17-40381-30, 305 & 325 3rd St S; 17-40381-60, 314 Jay St. & 303, 309, 313, 321, & 323 3rd St S), as well as all Transit Bus Shelters that are serviced by the City of La Crosse MTU as camping prohibited on city-owned land in accordance with subsection 32-5 of the Municipal Code.
- [24-0091](#) Approval of Payment List of ROW Acquisitions for South Avenue.
- [24-0092](#) Construction Contract Final Payment
- [24-0093](#) Charter SPP request for Communications in ROW on 1300 Block of South Park Street
- [24-0094](#) WIN LLC SPP request for Communications in ROW for 60 feet at 40 Copeland Avenue
- [24-0097](#) Resolution declaring certain property located at 1307 16th St S (Parcel #17-50265-10) as surplus property.
- [24-0098](#) WIN LLC SPP request for Communications in ROW on Green Bay Street between Losey Boulevard and 26th Street
- [24-0100](#) Fire Suppression Agreement for Wastewater Treatment Plant

[24-0101](#)

Request to modify the dates of the previously approved access agreement for Northern States Power from 1/2/24 through 1/5/24 to 1/17/24 through 2/9/24 due to weather.

## Adjournment

*Notice is further given that members of other governmental bodies may be present at the above scheduled meeting to gather information about a subject over which they have decision-making responsibility.*

### *NOTICE TO PERSONS WITH A DISABILITY*

*Requests from persons with a disability who need assistance to participate in this meeting should call the City Clerk's office at (608) 789-7510 or send an email to [ADAcityclerk@cityoflacrosse.org](mailto:ADAcityclerk@cityoflacrosse.org), with as much advance notice as possible.*

**Board members: Mitch Reynolds, Tamra Dickinson, Rebecca Schwarz, Andrea Trane, Matthew Gallager.**



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 24-0075

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**Agenda Date:** 1/16/2024

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Public Works

**File Type:** General Item

**CONTRACT CHANGE ORDER**

No. 10

Date 1/2/2024

EDF # 21-048.06

Contract No. BLDG-2021-64.06 for the following public work: La Crosse Fire Station #2 Project between B&B Electric, Inc. and the City of La Crosse, dated January 6, 2022, is hereby changed in the following particulars, to-wit:

The following specific work is hereby eliminated from such contract: **NONE**

The following specific work is hereby added to such contract:

**CE#030-ASI#11 Conduit and Wiring for Circulation Pumps: \$3,078.00**  
**CE#078 Relocate Data Drop – Room 220: \$327.00**

By virtue of such changes in the contract, the following revisions shall be made:

Contract -----	<u>\$528,608.00</u>
Contingency -----	<u>\$0.00</u>
Net Previous Change Orders -----	<u>\$48,421.00</u>
Decrease by eliminations (this C.O.) -----	<u>\$0.00</u>
Increase by additions (this C.O.) -----	<u>\$3,405.00</u>
Net <del>Deductions</del> or Additions (Strike out one) -----	<u>\$3,405.00</u>
<b>Revised Contract Total</b> -----	<u><b>\$532,033.00</b></u>

B+B Electric Inc  
NAME OF CONTRACTOR

  
CONTRACTOR SIGNATURE

\_\_\_\_\_  
BOARD OF PUBLIC WORKS

I HEREBY CERTIFY that there are sufficient funds in the treasury to meet the liability assumed by the foregoing addenda to contract, or that provision has been made to pay the liability that will accrue thereunder. (WS 62.15-12; 62.09-10-f)

DocuSigned by:  
David Tauscher  
EE923CC8B4BC443... Budget Analyst

DocuSigned by:  
Chadwick Hawkins  
A93F306A40954A6... Controller





# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 24-0083

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**Agenda Date:** 1/16/2024

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Public Works

**File Type:** General Item



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 24-0091

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**Agenda Date:** 1/16/2024

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Public Works

**File Type:** General Item

CHECK REQUEST Week of 1/10/2024

RELCOATION PAYMENT NO W9 NEEDED

Project 1641-02-22  
City of La Crosse, South Avenue  
USH 14- Green Bay St to Ward Ave  
La Crosse County, La Crosse, WI

Parcel	Amount	Payable to	Conveyance
9b	\$536,044.20	<b>Autosport Acquisitions, LLC</b> 1814 Ward Avenue, La Crosse, WI 54601  MAIL CHECK TO: Right of Way Professionals, Inc., 2215 E. Clairemont Avenue, Suite 1 Eau Claire, WI 54701	Moving Expenses, Reestablishment Expenses & Business Replacement Payment (reasonable project costs)
<b>Total</b>	<b>\$536,044.20</b>		

Submitted by: Ashley Selissen of Right of Way Professionals, Inc.

Date 1/10/24



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 24-0092

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**Agenda Date:** 1/16/2024

**Version:** 2

**Status:** Agenda Ready

**In Control:** Board of Public Works

**File Type:** General Item

**Agenda Number:**



# BOARD OF PUBLIC WORKS - MONTHLY ESTIMATE

**Contractor** Gerke Excavating, Inc.  
 15341 State Highway 131, Tomah, WI 54660  
**Contract** Market & Gohres Street Utilities  
**Date** January-24  
**EDF #** 22-019  
**Job Number** SANS-22-24

**Estimate Number** #5 January  
**Resolution Number** 22-0597  
**Contingency Amount** \$88,000.00  
**Contract Amount** \$595,226.56  
**Change Order #2** \$612,247.34

Section Title	Line Item	Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Total
<b>Gohres Street-Installations</b>							
	25	100	Base Course (Furnished, Compacted, & Graded) (6")	SY	1600.0	\$8.91	\$14,256.00
	26	114	Drilled Tie Bars	EA	28.0	\$17.33	\$485.24
	27	114	Drilled Dowel Bars	EA	20.0	\$23.20	\$464.00
	28	115.1	High-Early Concrete Pavement (7")	SY	114.0	\$145.51	\$16,588.14
	29	120	Concrete Flatwork (4")	SF	1666.0	\$8.21	\$13,677.86
	30	120	Concrete Flatwork (5")	SF	520.0	\$8.38	\$4,357.60
	31	120	Concrete Flatwork (6")	SF	166.0	\$7.79	\$1,293.14
	32	120	Concrete Flatwork (7")	SF	210.0	\$13.05	\$2,740.50
	33	121	Truncated Dome Warning Fields (2'x4')	EA	8.0	\$508.20	\$4,065.60
	34	125	Curb & Gutter (Standard)	LF	800.0	\$24.17	\$19,336.00
	35	135	Erosion Control Installation & Maintenance	LS	1.0	\$914.56	\$914.56
	36	140	Restoration (Hydro)	SY	350.0	\$20.16	\$7,056.00
	37	145	Temporary Traffic Control	LS	1.0	\$9,471.00	\$9,471.00
<b>Market Street-Storm Sewer</b>							
	38	150	Core & Pour Manhole Finishing	EA	1.0	\$1,072.50	\$1,072.50
	39	207.2	Replace PVC SDR-35 Storm Sewer (12")	LF	77.0	\$78.90	\$6,075.30
	40	207.2	Replace PVC PS 46 Storm Sewer (18")	LF	429.0	\$133.13	\$57,112.77
	41	222	Replace 48" I.D. Standard Pre-Cast Concrete Manhole (5-10 FT Deep)	EA	1.0	\$5,259.43	\$5,259.43
	42	222	Replace 48" I.D. Standard Pre-Cast Concrete Manhole (10-15 FT Deep)	EA	1.0	\$5,708.24	\$5,708.24
	43	224	New Catch Basin (Type B)	EA	1.0	\$1,140.92	\$1,140.92
	44	225	Replace Catch Basin (Type B)	EA	1.0	\$4,266.26	\$4,266.26
<b>Gohres Street-Storm Sewer</b>							
	45	150	Core & Pour Manhole Finishing	EA	1.0	\$1,072.50	\$1,072.50
	46	207.2	Replace PVC SDR-35 Storm Sewer (12")	LF	125.0	\$81.30	\$10,162.50
	47	222	Replace 48" I.D. Standard Pre-Cast Conc. MH (5-10 FT Deep)	EA	1.0	\$4,839.35	\$4,839.35
	48	230	Connect to Existing Catch Basin (PVC up to 12")	EA	3.0	\$1,102.27	\$3,306.81
	49	231	Adjust Existing Catch Basin to final Elev.	EA	3.0	\$680.85	\$2,042.55
	50	232	Replace Rings (Catch Basin Type B)	IN	12.0	\$119.22	\$1,430.64

# BOARD OF PUBLIC WORKS - MONTHLY ESTIMATE

**Contractor** Gerke Excavating, Inc.  
 15341 State Highway 131, Tomah, WI 54660  
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**Date** January-24  
**EDF #** 22-019  
**Job Number** SANS-22-24

**Estimate Number** #5 January  
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**Contingency Amount** \$88,000.00  
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**Change Order #2** \$612,247.34

Section Title	Line Item	Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Total
<b>Market Street-Water</b>							
	51	407	New DIP Class 350 Water Main (6")	LF	385.0	\$86.31	\$33,229.35
	52	411	New Resilient-Seated Gate Valve (6")	EA	4.0	\$2,194.02	\$8,776.08
	53	420	Corperation Stop (1")	EA	4.0	\$352.57	\$1,410.28
	54	421	Copper Water Service Line (1")	LF	140.0	\$58.66	\$8,212.40
	55	422	Curb Stop Shut-Off & Box (1")	EA	4.0	\$596.51	\$2,386.04
<b>Gohres Street-Water</b>							
	56	407	New DIP Class 350 Water Main (8")	LF	454.0	\$99.48	\$45,163.92
	57	411	New Resilient-Seated Gate Valve (6")	EA	4.0	\$2,194.72	\$8,778.88
	58	411	New Resilient-Seated Gate Valve (8")	EA	3.0	\$2,990.15	\$8,970.45
	59	420	Corperation Stop (1")	EA	2.0	\$581.90	\$1,163.80
	60	421	Copper Water Service Line (1")	LF	32.0	\$57.89	\$1,852.48
	61	422	Curb Stop Shut-Off & Box (1")	EA	2.0	\$825.84	\$1,651.68
	62	1000	18" Steel Casing Pipe (0.250" min. wall thickness, Jack/Bore) per special specs	LF	50.0	\$738.11	\$36,905.50
<b>Market Street-Sanitary Sewer</b>							
	63	150	Core & Pour Manhole Finishing	EA	1.0	\$1,072.50	\$1,072.50
	64	607	New SDR-35 PVC Sanitary Sewer Pipe (8")	LF	431.0	\$57.32	\$24,704.92
	65	608	New SDR-26 PVC Sanitary Lateral (4")	LF	105.5	\$76.10	\$8,028.55
	66	622	Deep)	EA	1.0	\$5,394.76	\$5,394.76
	67	622	Replace Standard Pre-Cast Concrete Manhole (10-14FT Deep)	EA	2.0	\$5,204.18	\$10,408.36
<b>Gohres Street-Sanitary Sewer</b>							
	68	150	Core & Pour Manhole Finishing	EA	2.0	\$1,072.50	\$2,145.00
	69	607	New SDR-35 PVC Sanitary Sewer Pipe (8")	LF	322.0	\$57.42	\$18,489.24
	70	608	New SDR-26 PVC Sanitary Lateral (4")	LF	54.0	\$77.33	\$4,175.82
	71	621	New Standard Pre-Cast Concrete Manhole (Under 10FT Deep)	EA	1.0	\$4,219.55	\$4,219.55
	72	622	Deep)	EA	1.0	\$5,061.10	\$5,061.10
<b>Market Street-Water Alternate</b>							
	73	407.1	Replace DIP Class 350 Water Main (16")	LF	0.0	\$123.30	\$0.00
	74	411.1	New Resilient-Seated Gate Valve (16")	EA	0.0	\$1,826.19	\$0.00







# BOARD OF PUBLIC WORKS - MONTHLY ESTIMATE

<b>Contractor</b>	Gerke Excavating, Inc. 15341 State Highway 131, Tomah, WI 54660	<b>Estimate Number</b>	#5 January
<b>Contract</b>	Market & Gohres Street Utilities	<b>Resolution Number</b>	22-0597
<b>Date</b>	January-24	<b>Contingency Amount</b>	\$88,000.00
<b>EDF #</b>	22-019	<b>Contract Amount</b>	\$595,226.56
<b>Job Number</b>	SANS-22-24	<b>Change Order #2</b>	\$612,247.34

Section Title	Line Item	Item Code	Item Description	Unit of Measure	Quantity	Unit Price	Total
<b>Total Completed</b>							\$592,228.23
<b>Less 0% Retainage</b>							\$0.00
<b>Amount due on Contract of total amount of work to date:</b>							\$592,228.23

.....20.....

Audited Total Previous Estimates \$521,416.26  
Estimate No. #5 January \$70,811.97

COMPTROLLER.....

### RESOLUTION

**RESOLVED:**                              That an order be drawn in favor of ..... Gerke Excavating, Inc.....                              for the sum of                              **\$70,811.97**  
the same being payment of the estimate for the Market & Gohres Street Utilities

Respectfully Submitted,  
COUNCIL COMMITTEE

**APPROVED BY BOARD OF PUBLIC WORKS**



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 24-0093

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**Agenda Date:** 1/16/2024

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Public Works

**File Type:** General Item



**REVOCABLE OCCUPANCY / STREET PRIVILEGE PERMIT APPLICATION  
FOR COMMUNICATIONS (FIBER OPTICS, TELEPHONE, CABLE, ETC.)**

City of La Crosse Engineering Department

Phone: 608-789-7505 Email: [engineering@cityoflacrosse.org](mailto:engineering@cityoflacrosse.org) <http://cityoflacrosse.org>

Encroachment Owner: Perry McClellan-Charter Communications #5008573  
 Address: 1228 12th Ave S City: Onalaska State: WI Zip: 54650  
 Phone # 608-783-8122 608-317-6213 Email Address Perry.McClellan@charter.com

Application Preparer (if different from above) Michele Peterson-Mi-Tech Services  
 Relationship with Owner: contractor for design and permitting  
 Phone # 920-924-3690 ext 3528 Email Address mpeterso@mi-tech.us

**Description of Proposed Encroachment:**

bore coax in the right of way,

**Encroachment Addresses (List by Street and 100 blocks):**

~~Park St S~~ 1300 Block of South Park Street

I certify that I have reviewed the Municipal Code and understand all that is related to this permit request. I further certify that I have the full authority to make the foregoing application; the information in the application and the required submittals are complete and correct; the Work or Use performed shall comply with all the laws of the State of Wisconsin, and all ordinances, rules, regulations, policies and special conditions of the City of La Crosse. The applicant agrees to perform the work covered by an approved permit with diligence and convenience to the public. **See Sheet 2 of 2 for Additional Conditions.**

Signature of Owner or designee: Perry McClellan Date: 12/1/2023  
 Print Name and Title: Perry McClellan Construction Coordinator

Please return this completed application along with required information and fees noted on checklist below to: City of La Crosse, Engineering Department, 400 La Crosse Street, La Crosse, WI 54601. You will then be given notice of when your request will be on the Board of Public Works agenda for consideration. **Average completion time for validation 45 days.**

**BELOW THIS LINE TO BE COMPLETED BY CITY STAFF ONLY**

**Required items to be provided by Applicant:**

- Scale Drawing of encroachments   
(Complete Utility Locate by Digger's Hotline Required)
- Certificate of Insurance (City as additional Insured)
- Initial Application Fee \$ 100.00
- City Utility Potential Conflict Notification and Sign-Off

All Fees are Non-Refundable & Subject to change by City Council

**Board of Public Works  
Approval Date:**

**Encroachment Type:**

Communications

**Permit Number:**

**SHEET 1 OF 2**



## **REVOCABLE OCCUPANCY / STREET PRIVILEGE PERMIT APPLICATION**

**City of La Crosse Engineering Department**

Phone: 608-789-7505 Email: [engineering@cityoflacrosse.org](mailto:engineering@cityoflacrosse.org) <http://cityoflacrosse.org>

### **STREET PRIVILEGE PERMIT CONDITIONS FOR COMMUNICATIONS INSTALLATIONS**

1. The applicant shall be primarily liable for damages to person or property by reason of the granting of this street privilege permit.
2. The applicant shall obtain an excavation permit from the City of La Crosse Engineering Department prior to performing installation or any maintenance on the cable in the City right-of-way that requires excavation or disruption of pavement, sidewalk, curb and gutter, or other structure.
3. The applicant agrees that tracer wires shall be used and final cable location within the street right-of-way shall be approved by the City Engineer. Cable shall be installed not less than 36 inches deep, unless otherwise approved by the City Engineer.
4. Applicant agrees to provide the City of La Crosse with final "as-built" plans when installation is complete.
5. Applicant agrees that any pavement, concrete or green space disturbed during drilling activities shall be restored to its prior condition.
6. Applicant agrees that said installation shall not interfere with the City's water, sanitary sewer, or storm sewer underground infrastructure that may be in the area.
7. Applicant further agrees that they will make arrangements with the public utility companies and the City of La Crosse to clear all public underground utilities prior to initiating such work, and if necessary, applicant will make arrangements with the City of La Crosse to ensure proper traffic control.
8. Applicant waives any and all rights to contest in any way or manner the validity of Sec. 66.0425 of the Wisconsin Statutes and the amount of compensation charged.
9. Applicant agrees to become a member of Diggers Hotline for marking / locating of utility.
10. The applicant for a permit to encroach on the public right-of-way shall procure and maintain for the duration of the permit a minimum liability and contractual liability policy in the amount of \$100,000.00 each person, \$300,000.00 each accident for bodily injury and \$100,000.00 for property damage. A certificate of such insurance shall be filed with the City Attorney as part of the application. The insurance shall name the City, its officials, employees and agents as additional insureds. The Board may approve greater insurance protection on a case-by-case basis.
11. Applicant further agrees to hold harmless the City for any damage to said cable while the City, its agents or contractors are conducting construction for maintenance activities in or upon such area in which said cable lies; provided, however, the City shall make a good faith effort to notify applicant of any maintenance or work in the area of the street privilege permit which may damage applicant's cable.
12. Applicant agrees to remove the cable and return the area to its original condition upon ten (10) days' notice by the Board of Public Works. The applicant further agrees that if it does not remove the cable within ten (10) days after receiving notice, the City is authorized to remove the same and applicant agrees to pay the City for all costs of such removal.
13. Applicant further agrees that the obligations and conditions of this street privilege permit shall be binding upon all heirs, successors and assigns of applicant.
14. The person(s) signing this Permit warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**Sheet 2 of 2**



**CONSTRUCTION NOTE:**  
BURY CABLE AT A MINIMUM OF 30" DEPTH UNLESS OTHERWISE NOTED ON PRINTS.

**CONSTRUCTION NOTE:**  
CHARTER COMMUNICATIONS WILL PLACE PROPOSED CABLES IN CORRIDOR AS CLOSE TO THE BACK OF RIGHT-OF-WAY AS POSSIBLE, PENDING LOCATES.

**LEGEND**  
 TB : TREE BORE(DIRECTIONAL BORE)  
 RB : ROAD BORE (DIRECTIONAL BORE)  
 T : TRENCH  
 HD : HAND DIG  
 P : PLOW

CHARTER COMMUNICATIONS PROPOSES TO BURY COAX COMMUNICATION CABLE IN A 2" CONDUIT

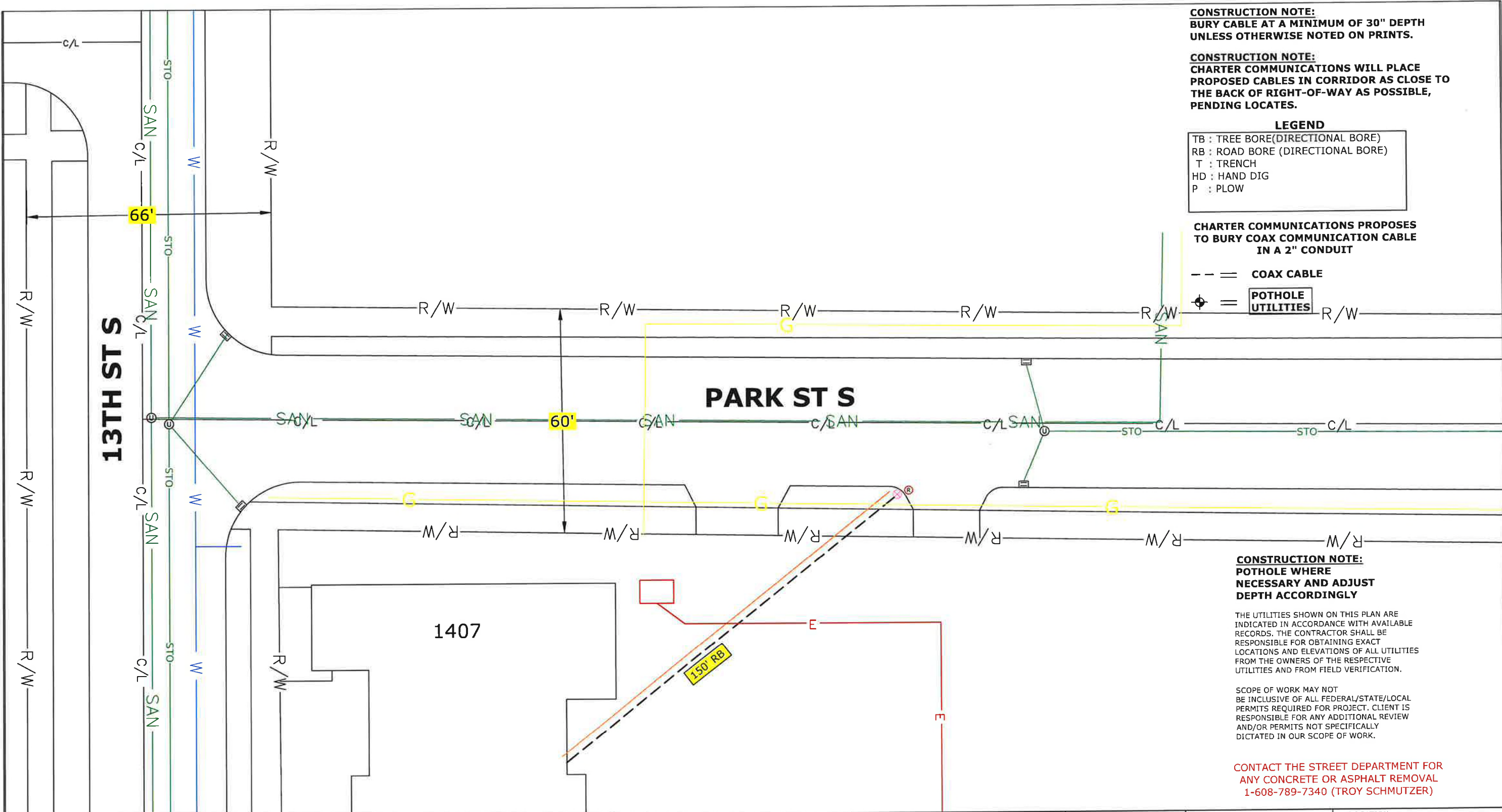
-- = COAX CABLE  
 ⊕ = POT HOLE UTILITIES

**CONSTRUCTION NOTE:**  
POTHOLE WHERE NECESSARY AND ADJUST DEPTH ACCORDINGLY

THE UTILITIES SHOWN ON THIS PLAN ARE INDICATED IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES FROM THE OWNERS OF THE RESPECTIVE UTILITIES AND FROM FIELD VERIFICATION.

SCOPE OF WORK MAY NOT BE INCLUSIVE OF ALL FEDERAL/STATE/LOCAL PERMITS REQUIRED FOR PROJECT. CLIENT IS RESPONSIBLE FOR ANY ADDITIONAL REVIEW AND/OR PERMITS NOT SPECIFICALLY DICTATED IN OUR SCOPE OF WORK.

CONTACT THE STREET DEPARTMENT FOR ANY CONCRETE OR ASPHALT REMOVAL  
 1-608-789-7340 (TROY SCHMUTZER)



**mi-TECH**  
 (920)465-8018  
 GREEN BAY, BROWNSTVILLE,  
 NEW BERLIN & MINNEAPOLIS

**LEGEND**

⊕ JOINT POLE	⊕ NEW JOINT POLE	⊕ POWER POLE	⊕ NEW POWER POLE	⊕ TELEPHONE POLE	⊕ NEW TELEPHONE POLE	⊕ EXISTING PEDESTAL	⊕ NEW PEDESTAL
⊕ ANCHOR	⊕ NEW ANCHOR	⊕ JOINT ANCHOR	⊕ NEW JOINT ANCHOR	⊕ FOREIGN ANCHOR	⊕ DOWNGUY	⊕ NEW DOWNGUY	⊕ UTILITY VALVE
⊕ MANHOLE	⊕ EXISTING FIBER COIL	⊕ NEW FIBER COIL	⊕ EXISTING HAND HOLE	⊕ NEW HAND HOLE	⊕ SHRUBS	⊕ DECIDUOUS TREE	
⊕ GROUND	⊕ NEW GROUND	⊕ PROPERTY LINE	⊕ ROADWAY CENTERLINE	⊕ FIBER WARNING SIGN	⊕ TRAFFIC LIGHT	⊕ HYDRANT	⊕ SIGNS
⊕ STREET LIGHT	⊕ CONIFEROUS TREE						

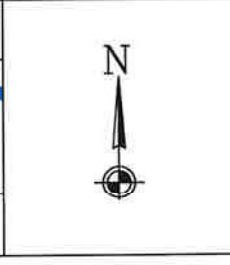
**LINETYPES**

PROPOSED FIBER STRAND	---
GAS	---
WATER	---
ELECTRICAL	---
STORM	---
SANITARY	---
CABLE TV	---
NEW AERIAL	---

PROJECT # 5008573  
 PERMIT ID #5008573CITY

**Charter**  
 COMMUNICATIONS

1228 12TH AVE S  
 ONALASKA, WI 54650



ADDRESS  
 1407 13TH ST

FIELD BY: DATE:

DRAFTED BY: DATE:  
 MP 12/1/2023

DESIGNED BY: DATE:

ASBUILTS BY: DATE:

LOCATION  
 LA CROSSE, WI

	1	



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 24-0094

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**Agenda Date:** 1/16/2024

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Public Works

**File Type:** General Item



**REVOCABLE OCCUPANCY / STREET PRIVILEGE PERMIT APPLICATION  
FOR COMMUNICATIONS (FIBER OPTICS, TELEPHONE, CABLE, ETC.)**

**City of La Crosse Engineering Department**

Phone: 608-789-7505 Email: [engineering@cityoflacrosse.org](mailto:engineering@cityoflacrosse.org) <http://cityoflacrosse.org>

Encroachment Owner: WIN, LLC d/b/a WIN Technology  
 Address: 4955 Bullis Farm Rd City: Eau Claire State: WI Zip: 54701  
 Phone # 715-838-4012 Email Address john.louis@wintechnology.com

Application Preparer (if different from above) Joe Kassab With CCI Systems  
 Relationship with Owner: Engineering Contractor  
 Phone # 906-239-6721 Email Address joe.kassab@ccisystems.com

**Description of Proposed Encroachment:**  
 Boring fiber optic cable along Copeland Ave to service Festival Foods

**Encroachment Addresses (List by Street and 100 blocks):**

~~Copeland Ave from the intersection of Causeway Blvd to Festival Foods~~  
40 Copeland Avenue - Festival Foods

I certify that I have reviewed the Municipal Code and understand all that is related to this permit request. I further certify that I have the full authority to make the foregoing application; the information in the application and the required submittals are complete and correct; the Work or Use performed shall comply with all the laws of the State of Wisconsin, and all ordinances, rules, regulations, policies and special conditions of the City of La Crosse. The applicant agrees to perform the work covered by an approved permit with diligence and convenience to the public. **See Sheet 2 of 2 for Additional Conditions.**

Permitted by: Scott Hoffmann Date: October 24, 2023  
 Signature of Owner or designee: \_\_\_\_\_  
 Print Name and Title: Scott Hoffmann CEO

Please return this completed application along with required information and fees noted on checklist below to: City of La Crosse, Engineering Department, 400 La Crosse Street, La Crosse, WI 54601. You will then be given notice of when your request will be on the Board of Public Works agenda for consideration. **Average completion time for validation 45 days.**

**BELOW THIS LINE TO BE COMPLETED BY CITY STAFF ONLY**

**Required items to be provided by Applicant:**

Scale Drawing of encroachments (City Utilities, Lighting and Signals must be shown on Proposed Communications Plan)	<input checked="" type="checkbox"/>
Certificate of Insurance (City as additional Insured)	<input checked="" type="checkbox"/>
Initial Application Fee \$ _____	<input type="checkbox"/>
City Utility Potential Conflict Notification and Sign-Off	<input type="checkbox"/>

**Board of Public Works Approval Date:**

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**Encroachment Type:**  
Communications

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**Permit Number:**

---

All Fees are Non-Refundable & Subject to change by City Council

**SHEET 1 OF 2**





## **REVOCABLE OCCUPANCY / STREET PRIVILEGE PERMIT APPLICATION**

**City of La Crosse Engineering Department**

Phone: 608-789-7505 Email: [engineering@cityoflacrosse.org](mailto:engineering@cityoflacrosse.org) <http://cityoflacrosse.org>

### **STREET PRIVILEGE PERMIT CONDITIONS FOR COMMUNICATIONS INSTALLATIONS**

1. The applicant shall be primarily liable for damages to person or property by reason of the granting of this street privilege permit.
2. The applicant shall obtain an excavation permit from the City of La Crosse Engineering Department prior to performing installation or any maintenance on the cable in the City right-of-way that requires excavation or disruption of pavement, sidewalk, curb and gutter, or other structure.
3. The applicant agrees that tracer wires shall be used and final cable location within the street right-of-way shall be approved by the City Engineer. Cable shall be installed not less than 36 inches deep, unless otherwise approved by the City Engineer.
4. Applicant agrees to provide the City of La Crosse with final "as-built" plans when installation is complete.
5. Applicant agrees that any pavement, concrete or green space disturbed during drilling activities shall be restored to its prior condition.
6. Applicant agrees that said installation shall not interfere with the City's water, sanitary sewer, or storm sewer underground infrastructure that may be in the area.
7. Applicant further agrees that they will make arrangements with the public utility companies and the City of La Crosse to clear all public underground utilities prior to initiating such work, and if necessary, applicant will make arrangements with the City of La Crosse to ensure proper traffic control.
8. Applicant waives any and all rights to contest in any way or manner the validity of Sec. 66.0425 of the Wisconsin Statutes and the amount of compensation charged.
9. Applicant agrees to become a member of Diggers Hotline for marking / locating of utility.
10. The applicant for a permit to encroach on the public right-of-way shall procure and maintain for the duration of the permit a minimum liability and contractual liability policy in the amount of \$100,000.00 each person, \$300,000.00 each accident for bodily injury and \$100,000.00 for property damage. A certificate of such insurance shall be filed with the City Attorney as part of the application. The insurance shall name the City, its officials, employees and agents as additional insureds. The Board may approve greater insurance protection on a case-by-case basis.
11. Applicant further agrees to hold harmless the City for any damage to said cable while the City, its agents or contractors are conducting construction for maintenance activities in or upon such area in which said cable lies; provided, however, the City shall make a good faith effort to notify applicant of any maintenance or work in the area of the street privilege permit which may damage applicant's cable.
12. Applicant agrees to remove the cable and return the area to its original condition upon ten (10) days' notice by the Board of Public Works. The applicant further agrees that if it does not remove the cable within ten (10) days after receiving notice, the City is authorized to remove the same and applicant agrees to pay the City for all costs of such removal.
13. Applicant further agrees that the obligations and conditions of this street privilege permit shall be binding upon all heirs, successors and assigns of applicant.
14. The person(s) signing this Permit warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**Sheet 2 of 2**





**WIN LLC**  
**PROJECT ID #06-679**  
**COPLAND AVE - FESTIVAL FOODS**  
**LA CROSSE ~ WISCONSIN**

**CONSTRUCTION CONTRACTOR MUST ADHERE TO ALL PERMIT PROVISIONS, NOTES, & REQUIREMENTS AS LISTED ON THE APPROVED PERMITS.**  
**CONSTRUCTION CONTRACTOR IS RESPONSIBLE FOR ALL PRE AND POST CONSTRUCTION NOTIFICATIONS.**  
**A COPY OF THE PERMIT(S) MUST BE ON THE PROJECT SITE AT ALL TIMES.**

WIN Project Engineer:

UNIT SUMMARY  
CONTRACTOR TO COMPLETE

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT TYPE</u>	<u>QUANTITY</u>
Plowing One Duct 2" or Less	UDP1	FT	0
Boring One Duct 2" or Less	BMDB1	FT	480
36" X 36" X 24" Composite Hand Hole	UH36	EA	0
Warning Sign with Test Station	BM53(TS)	EA	0
Pulling 12 ct Plenum-Rated Fiber	UFOP(12)	FT	720
Blowing Cable	UFOB(48)	FT	655
Hand Hole Storage Coil	STORAGE COIL	FT	375
INSTALL #12 LOCATING WIRE	UTWB(12)	FT	620

**CCI Engineer:**  
**JOSEPH KASSAB**

joe.kassab@ccisystems.com

w: 906-776-2655

**Construction Contractor Information**

Name:

Phone:

Foreman:

Cell:

Address:

**PERMIT LIST:**

- LA CROSSE WISCONSIN

AS STAKED

AS BUILT DATE:

SOC CODE

WISCONSIN INDEPENDENT NETWORK - FESTIVAL FOODS 30 COPELAND AVE - PROJECT #06-679 ASSEMBLY UNIT TAB SHEET

Sheet	Construction Assembly Units																	Municipality		County		Fiber	
	UDP1 Plowing One Duct 2" or Less	UDP2 Plowing Two Ducts 2" or Less	BMTI Trenching One Duct 2" or Less	BMDB1 Boring One Duct 2" or Less	UH24 24" X 36" X 24" Composite Hand Hole	UH 36	UH48 48" X 30" X 36" Composite Hand Hole	BM53 Warning Sign	BM53(TS) Warning Sign with Test Station	UFOP(12) Pulling 12 ct Plenum-Rated Fiber	UFOB(48) Blowing Cable	STORAGE COIL Hand Hole Storage Coil	UFOP(6) Pulling Cable	UFOB(24) Blowing Cable	HBFO Fiber Optic Closure	BM22 TYPICAL WIN ABOVE GROUND BUILDING ENTRANCE	UTWB(12) INSTALL #12 LOCATING WIRE	WUH48 Enter Existing Hand Hole	Town of Onalaska	La Crosse County	FIBER REEL Cumulative	FIBER REEL Order Total	
1											655	75						730	730	730			
2				480					480								480						
3									240								140						
<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>480</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>720</b>	<b>655</b>	<b>375</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>620</b>	<b>0</b>	<b>1750</b>	<b>1750</b>	<b>1750</b>		

NOTE - STORAGE COIL FOOTAGE IS INCLUDED IN UFOB(48) AND UFOB(24) ASSEMBLY UNITS - STORAGE COIL COLUMN IS INFORMATIONAL ONLY

## GENERAL CONSTRUCTION NOTES

1) Wisconsin State Law requires excavators to notify Diggers Hotline a minimum of three (3) business days prior to all excavations (excluding Saturdays, Sundays, and legal Holidays). Hand dig with care within the 18" safety zone when exposing underground utilities. Caution - Diggers Hotline does not mark all private lines.

2) Underground utilities have been plotted from available records and field observations but are not necessarily exact. It is the contractor's responsibility to field locate all underground obstructions and utilities prior to construction. Complete repair of any and all damages incurred shall be at the expense of the construction contractor. Fiber placement subject to change upon field locate completion.

3) Coordinate all construction activities with WIN Project Engineer prior to construction.

4) Contractor is responsible for any erosion control, which includes submitting erosion plans, related to this project, should it become necessary.

5) Construction contractor shall provide all information for as-built drawings, including but not limited to: Fiber sequential's at hand hole walls and end of fiber; Depths of fiber at a minimum of 200' intervals along with centerline of all hard surface crossings, ie: roads, alleys, drives, waterways pipelines, railroads; Actual GPS location of hand holes; Actual running line from right-of-way, back of curb, edge of pavement or other known landmarks shown on sheets; Actual location of warning markers; and any other information required to produce an accurate and permanent record of the project.

6) The top of all hand holes set shall match final grade.

7) The contractor shall comply with all WIN policies and procedures and all requirements from local permitting authorities. The various permits obtained for the project are on file in the office of the WIN Project Engineer.

8) Miscellaneous structures and obstructions such as sign posts; mail boxes; meter boxes; or other obstructions shall be avoided or removed and reinstalled to original or better condition.

9) The contractor shall be responsible, at all times; for the maintenance of streets and other utilities affected by construction operations - debris shall not be permitted to accumulate and all premises shall be maintained in a neat and workmanlike condition.

10) The contractor shall take adequate precautions to protect existing facilities, sidewalks, curbs, pavements, utilities, foliage, and adjoining property and structures outside of right-of-way; and to avoid damage thereto.

11) The following special provisions shall apply to traffic regulation during the extent of this project:

a. There shall be, at all times, adequate vehicle and pedestrian access for ingress and egress for the properties adjacent to the project.

b. During non-working hours, the contractor shall keep the existing traffic lanes clear from interference including all approaches and intersections.

c. If lane blockage is unavoidable, the contractor shall notify the traffic engineering department, police department, fire department, ambulance services, school bus garages, and other agency operations as appropriate so these agencies may re-route their vehicles around the construction zone(s).

d. Contractor is responsible to adhere to the DOT manual on traffic control along with submitting traffic plans if required by permitting authority.

12) If required, trenches in paved areas shall be saw-cut to the full depth of surfacing or as required by the permitting authority. Paved surfaces shall be repaired in accordance with the permitting authority's specifications.

13) The contractor shall comply with all current and applicable Occupational Safety and Health Administration (OSHA), federal, state, and local rules and regulations governing the safety of employees and material during excavation, trenching, ditching, and installation and backfilling operations on this project.

14) No trench or excavation site shall be left open overnight or unattended.

15) Right-of-way restoration and street and sidewalk repair/replacement shall be in compliance with the local permitting authority.

16) All fiber cable minimum depth must be 36". 48" minimum depth under roadways and waterways. See typical roadway and waterway crossing details.

17) Inner ducts occupied by cable shall be sealed at termination points using rubber plugs and compression bands. Foam sealant will not be used.

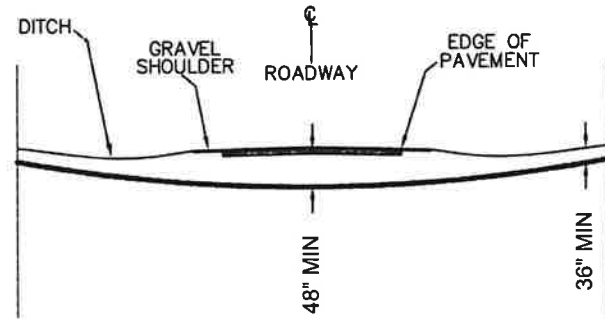
18) Brushing and trimming as-required. Brush, branches, and refuse from clearing operations shall, without delay, be removed from the vicinity of the right-of-way.

19) Construction contractor(s) shall have a copy of the permit(s) on-site and shall be available for inspection immediately upon request by the permitting authority or permitting authority representative.

20) No excavation, digging, tunneling, trenching, boring, plowing, installation of facilities, equipment or improvements above, on or beneath the surface of any right-of-way may begin without a signed permit from the governing permitting authority.

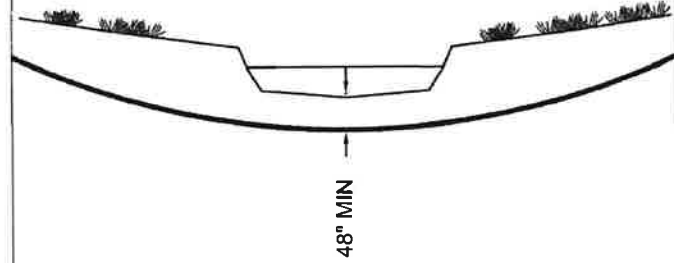
# TYPICAL DETAIL DRAWINGS

### TYPICAL ROADWAY CROSSING



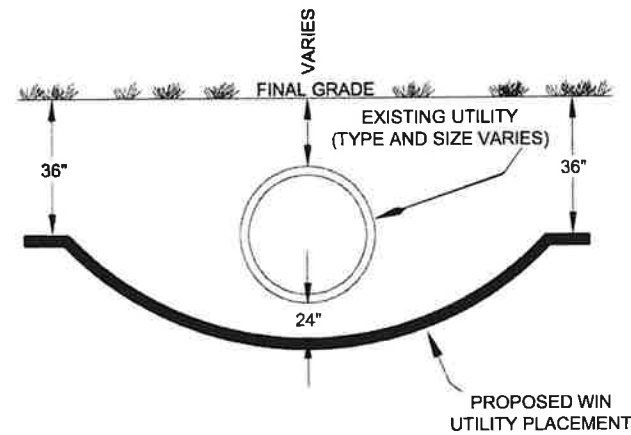
ALL DIMENSIONS SHOWN ARE MINIMUM DEPTHS  
 PROPOSED FACILITIES PLACEMENT SHALL CROSS ALL EXISTING STREETS AT 48" MINIMUM DEPTH  
 PERMITTING AUTHORITIES MAY REQUIRE GREATER THAN 48" MINIMUM DEPTH ROAD CROSSINGS

### TYPICAL WATERWAY CROSSING



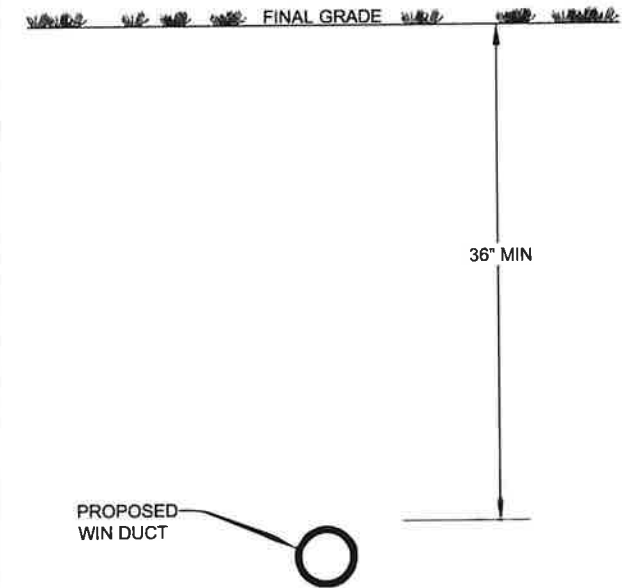
ALL DIMENSIONS SHOWN ARE MINIMUM DEPTHS  
 PROPOSED FACILITIES PLACEMENT SHALL CROSS ALL WATERWAYS AT 48" MINIMUM DEPTH FROM BASE OF WATERWAY  
 PERMITTING AUTHORITIES MAY REQUIRE GREATER THAN 48" MINIMUM DEPTH

### TYPICAL UTILITY CROSSING



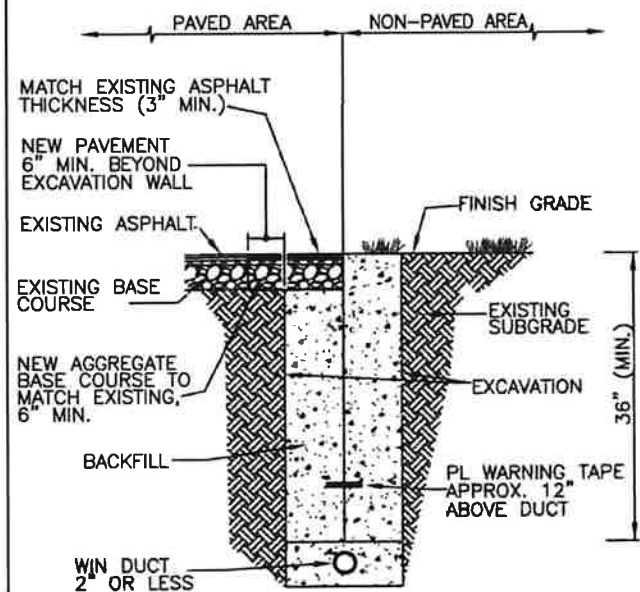
ALL DIMENSIONS SHOWN ARE MINIMUM DISTANCES  
 PROPOSED FACILITIES PLACEMENT SHALL CROSS ALL EXISTING UTILITIES WITH A 24" MINIMUM VERTICAL AND HORIZONTAL SEPARATION  
 FOREIGN UTILITY OWNERS AND/OR PERMITTING AUTHORITIES MAY REQUIRE GREATER THAN 24" SEPARATIONS

### TYPICAL BORE DETAIL



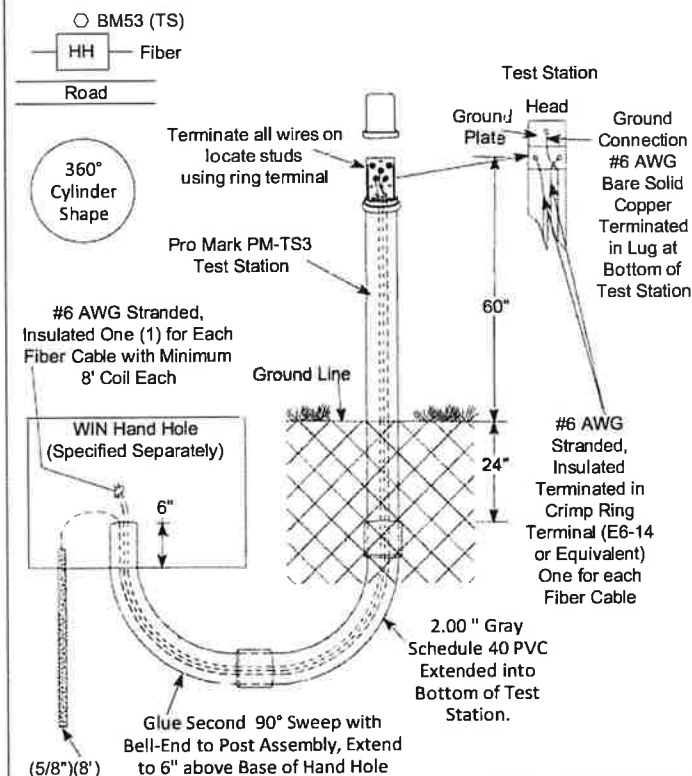
MAINTAIN MINIMUM HORIZONTAL AND VERTICAL SEPARATION OF EXISTING UTILITIES; REVIEW PERMITTING AUTHORITIES SPECIFICATIONS AND DETAILS FOR SEPARATION REQUIREMENTS NOT TO SCALE

### TYPICAL TRENCH DETAIL BMT1 (ONE DUCT - 2" OR LESS) 1 DUCT HORIZONTALLY BY 1 DUCT VERTICALLY

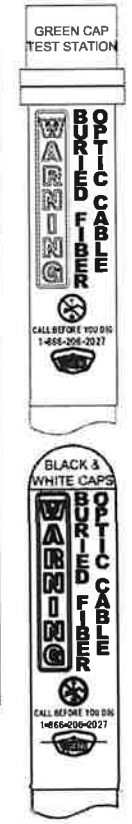


MAINTAIN MINIMUM HORIZONTAL AND VERTICAL SEPARATION OF EXISTING UTILITIES; REVIEW PERMITTING AUTHORITIES SPECIFICATIONS AND DETAILS FOR SEPARATION REQUIREMENTS NOT TO SCALE

### TYPICAL WARNING SIGN MARKER POST

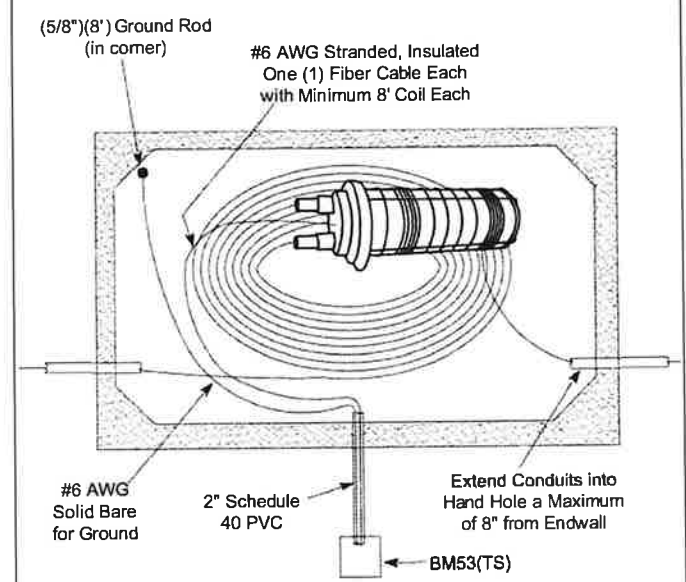


- NOTES --
- Cap Colors:  
 -- Black: Warning Post Only  
 -- White: Hand Hole with Slack  
 -- Green: Test Station at Splice Locations
  - Test Station to be Installed in Center of Long Side of Hand Hole Away from Roadway
  - Test Station Assembly Unit includes: 84" Dome Pro Mark Marker Post with 5 Position Test Station; 5/8" x 8' Ground Rod; Ground Rod Clamp; 2 - 2.00" 90° Duct Sweeps; Isolation Lever.
  - Test Station Conductors:  
 -- Ground Rod to Locate Plate: #6 Bare Solid  
 -- Test Station to Hand Hole for Each Cable: #6 Stranded, Insulated  
 -- #6 Bare Solid Terminated in Lug at Top of Test Station for Ground  
 -- Stranded #6 to be Terminated in Crimp Ring Terminal T&B E-6-14 or Equivalent
  - BM53 Markers will require Post Anchor. Set BM53 Markers 18" Below Ground Line.



BM53 - PRO MARK PM-303 DOME MARKER 72"  
 BM53(TS) - PRO MARK PM-TS3 84" (3" TEST STATION WITH STANDARD 5 STAINLESS STEEL TERMINALS)

### TYPICAL HANDHOLE DETAIL VIEW FROM TOP



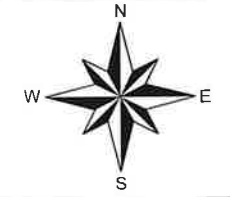
6" COMPACTED #1 WASHED STONE (NOT SHOWN)  
 1/4" SCREEN MESH (NOT SHOWN)  
 NOT TO SCALE



- ① SHEET = 1
- UDP1 = 0
- BMDB1 = 480
- UH36 = 0
- BM53(TS) = 0
- UFOP(12) = 0
- UFOB(48) = 655
- Storage Coil = 75
- UTWB(12) = 0

PERMITS REQUIRED THIS PRINT:  
LA CROSSE COUNTY  
CITY OF LA CROSSE

SHEET 1 OF 5



COUNTY  
LA CROSSE

TOWNSHIP  
HOLMEN

TOWN  
16N

RANGE  
7W

SECTION  
32

MUNICIPALITY  
CITY OF LA CROSSE

ROAD NAME  
COPELAND AVE



PROJECT ID # 06-679

PROJECT DESCRIPTION:

Place New WIN (48)Ct Fiber from Existing Handhole located on Copeland Ave, W1 to Festival Foods

ENGINEERING \_\_\_\_\_ DATE \_\_\_\_\_

COMPLETED: \_\_\_\_\_ 10/2023

REVISIONS

REV 1:

REV 2:

W.I.N. PROJECT ENGINEER

O: \_\_\_\_\_ | C: \_\_\_\_\_

REDLINE

ASBUILT:

SCALE 1" = 50'

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SEE SHEET

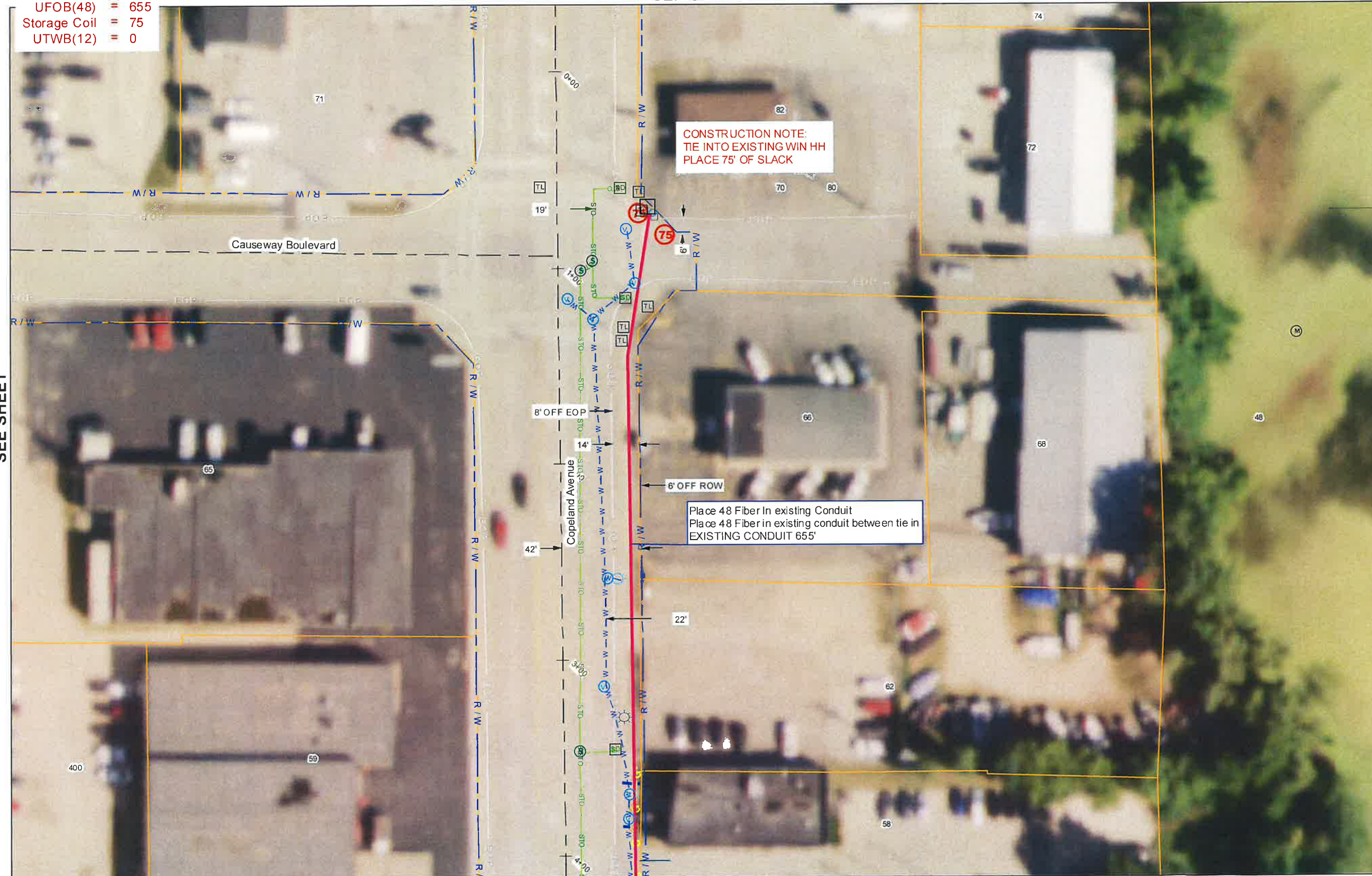
SEE SHEET

CONSTRUCTION NOTE:  
TIE INTO EXISTING WIN HH  
PLACE 75' OF SLACK

Place 48 Fiber In existing Conduit  
Place 48 Fiber in existing conduit between tie in  
EXISTING CONDUIT 655'

SEE SHEET

SEE SHEET



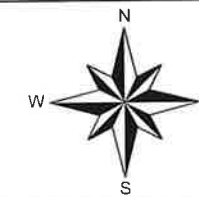


- ② SHEET = 1
- UDP1 = 0
- BMDB1 = 480
- UH36 = 0
- BM53(TS) = 0
- UFOP(12) = 480
- UFOB(48) = 0
- Storage Coil = 150
- UTWB(12) = 480

*\* New Conduit in City R.O.W*

PERMITS REQUIRED THIS PRINT:  
LA CROSSE COUNTY  
CITY OF LA CROSSE

SHEET 2 OF 5



COUNTY  
LA CROSSE

TOWNSHIP  
HOLMEN

TOWN  
16N

RANGE  
7W

SECTION  
32

MUNICIPALITY  
CITY OF LA CROSSE

ROAD NAME  
COPELAND AVE



PROJECT ID # 06-679

PROJECT DESCRIPTION:

Place New WIN (48)C1 Fiber from Existing Handhole located on Copeland Ave, W1 to Festival Foods

ENGINEERING \_\_\_\_\_ DATE \_\_\_\_\_

COMPLETED: \_\_\_\_\_ 10/2023

REVISIONS

REV 1:

REV 2:

W.I.N. PROJECT ENGINEER

O: \_\_\_\_\_ | C: \_\_\_\_\_

REDLINE

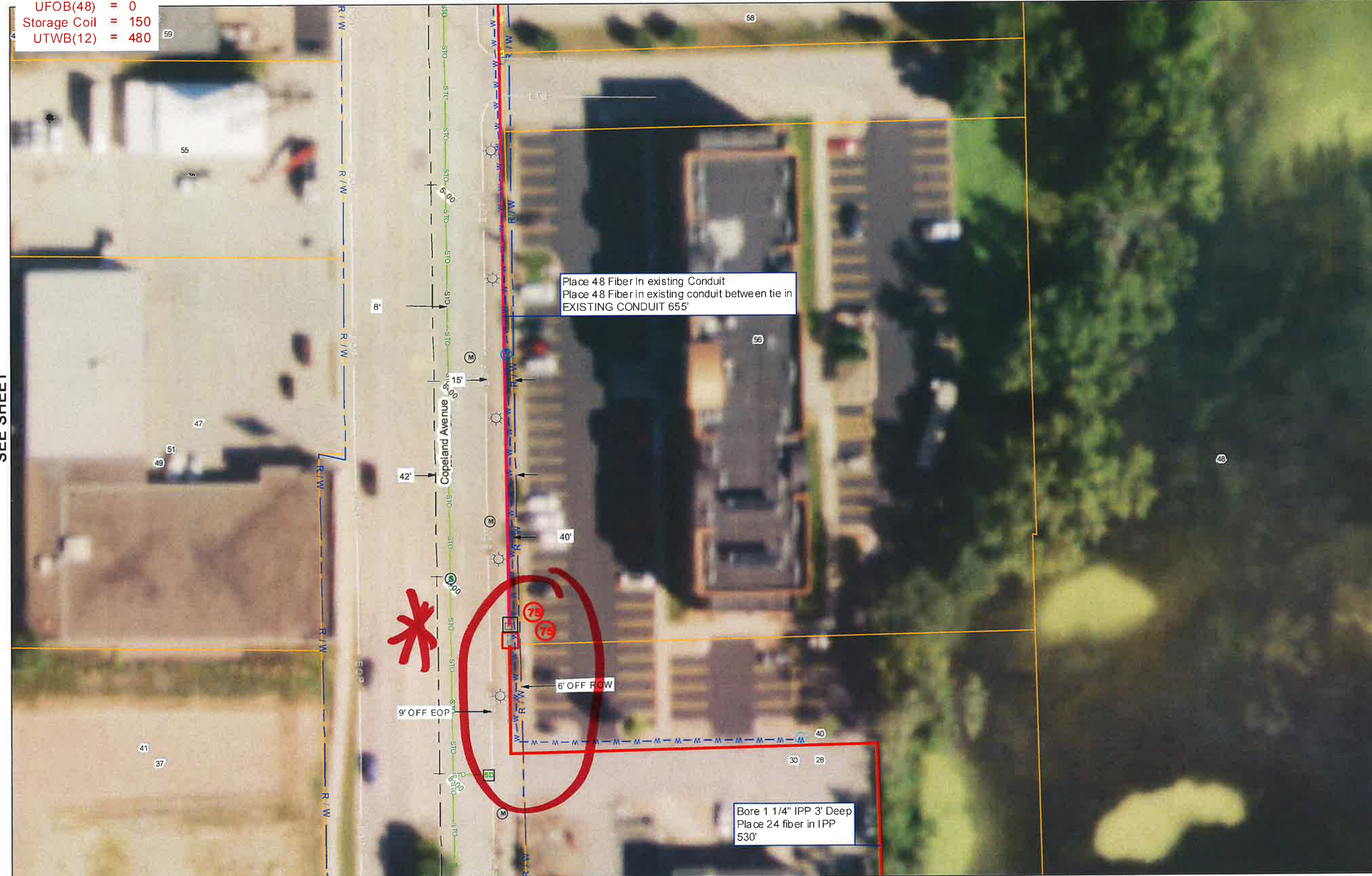
ASBUILT:

SCALE 1" = 50'

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SEE SHEET

SEE SHEET

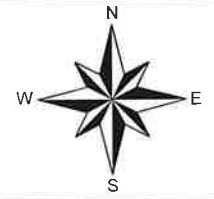
SEE SHEET



- ③ SHEET = 1
- UDP1 = 0
- BMDB1 = 0
- UH36 = 0
- BM53(TS) = 0
- UFOP(12) = 240
- UFOB(48) = 0
- Storage Coil = 150
- UTWB(12) = 140

PERMITS REQUIRED THIS PRINT:  
LA CROSSE COUNTY  
CITY OF LA CROSSE

SHEET 3 OF 5



COUNTY  
LA CROSSE

TOWNSHIP  
HOLMEN

TOWN  
16N

RANGE  
7W

SECTION  
32

MUNICIPALITY  
CITY OF LA CROSSE

ROAD NAME  
COPELAND AVE



PROJECT ID # 06-679

PROJECT DESCRIPTION:

Place New WIN (48)Cl Fiber from Existing Handhole located on Copeland Ave, WI to Festival Foods

ENGINEERING DATE

COMPLETED: 10/2023

REVISIONS

REV 1:

REV 2:

W.I.N. PROJECT ENGINEER

O: | C:

REDLINE

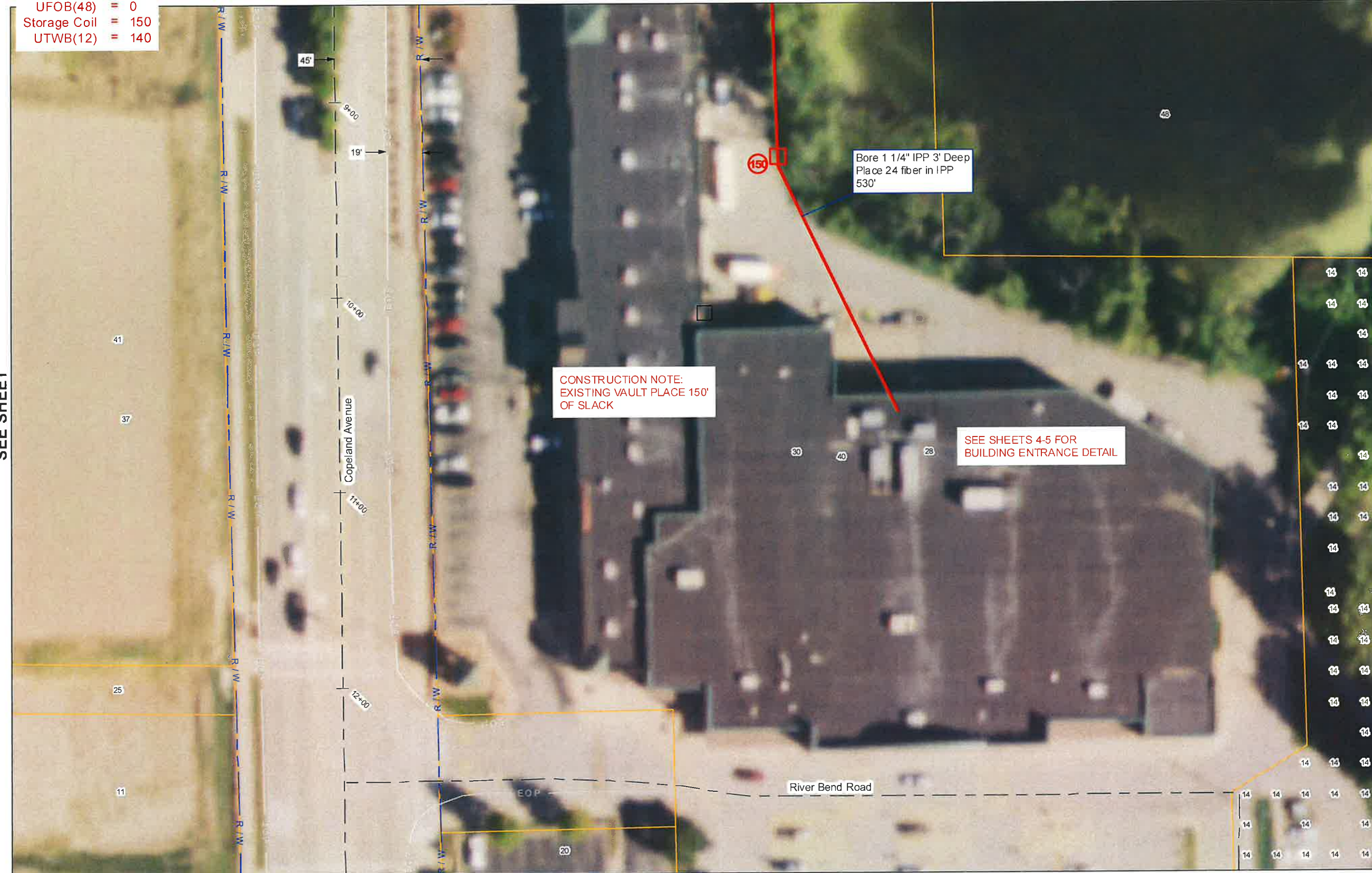
ASBUILT:

SCALE 1" = 50'

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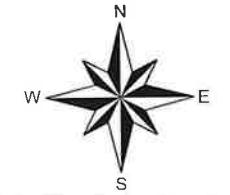


SEE SHEET

SEE SHEET

SEE SHEET





COUNTY  
LA CROSSE

TOWNSHIP  
HOLMEN

TOWNSHIP  
16N

RANGE  
7W

SECTION  
32

MUNICIPALITY  
CITY OF LA CROSSE

ROAD NAME  
COPELAND AVE



PROJECT ID # 06-679

PROJECT DESCRIPTION:

Place New WIN (48)CT Fiber from Existing Handhole located on Copeland Ave, WI to Festival Foods

ENGINEERING DATE

COMPLETED: 09/2023

REVISIONS

REV 1:

REV 2:

W.I.N. PROJECT ENGINEER

O: | C:

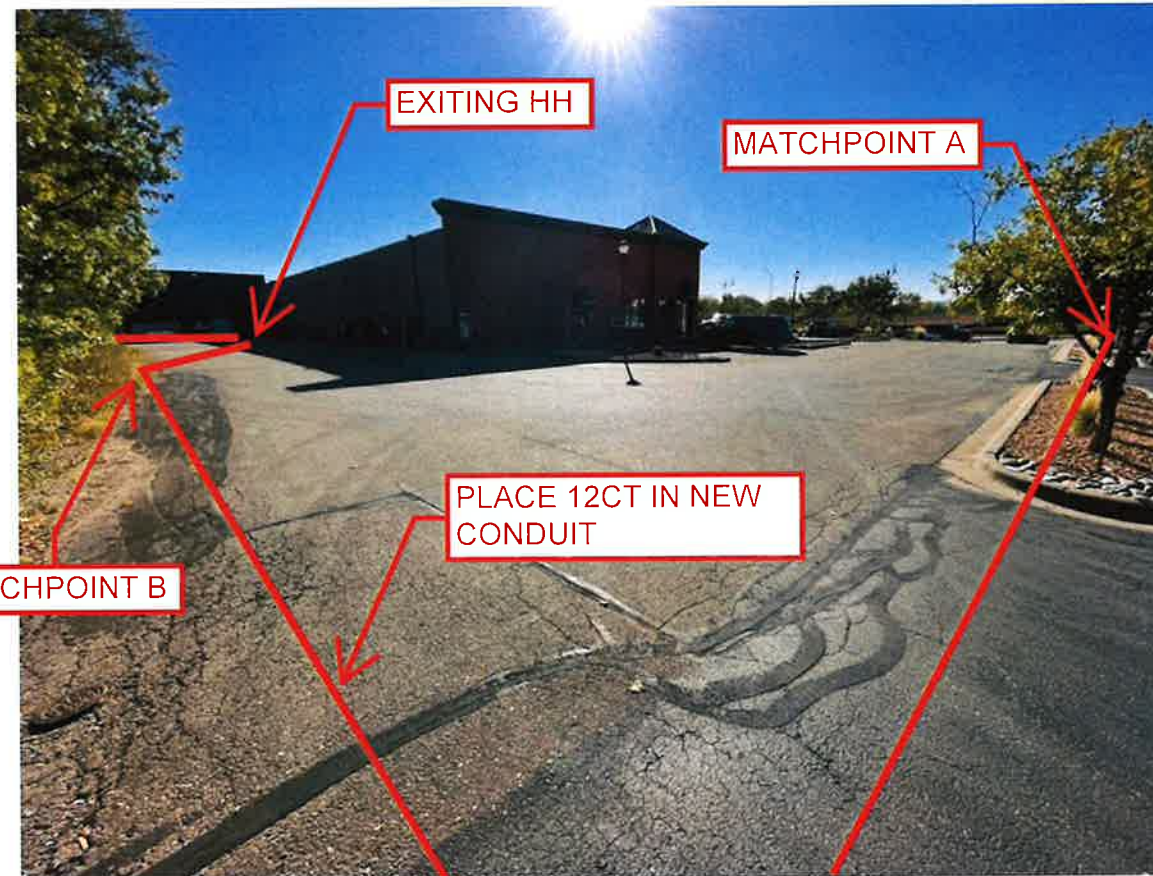
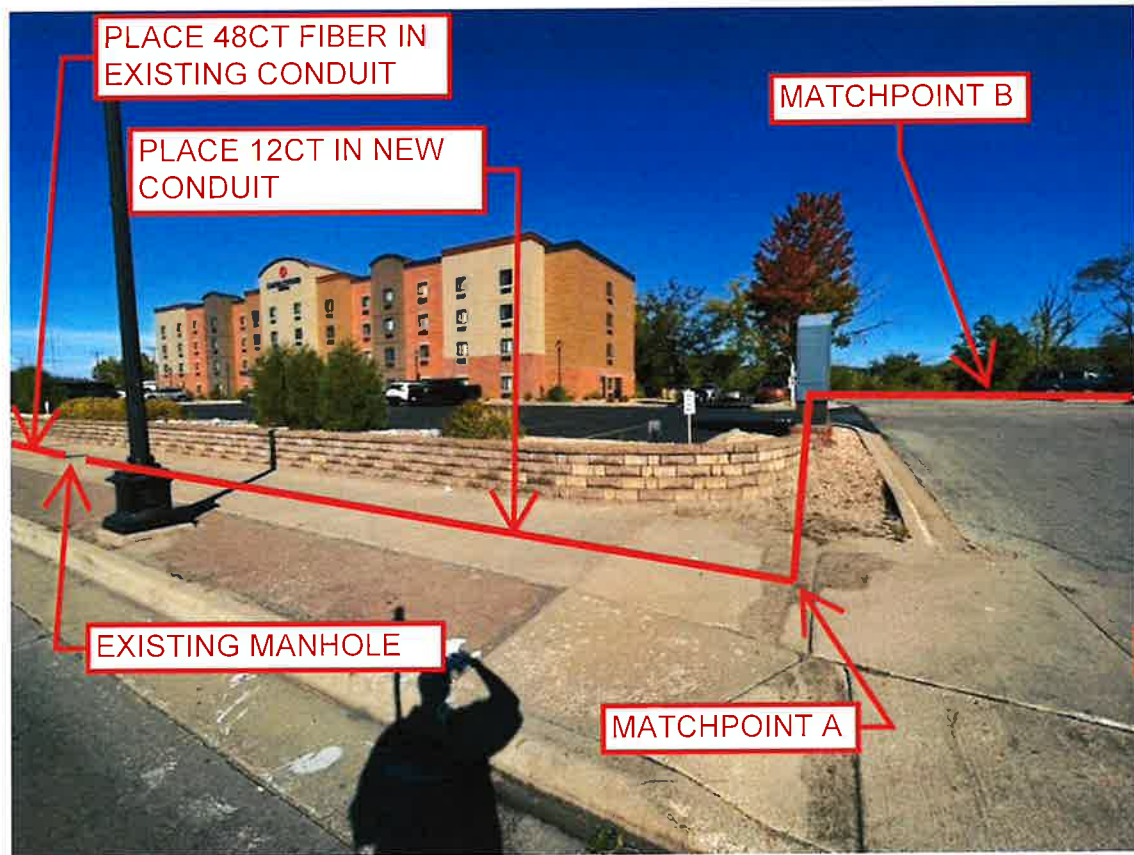
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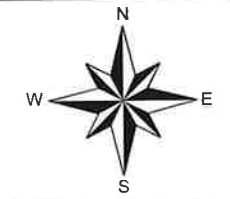
SCALE 1" = 50'

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COUNTY  
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HOLMEN

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16N

RANGE  
7W

SECTION  
32

MUNICIPALITY  
CITY OF LA CROSSE

ROAD NAME  
COPELAND AVE



PROJECT ID # 06-679

PROJECT DESCRIPTION:

Place New WIN (48)Ct Fiber from Existing Handhole located on Copeland Ave, WI to Festival Foods

ENGINEERING	DATE
COMPLETED:	09/2023

REVISIONS

REV 1:

REV 2:

W.I.N. PROJECT ENGINEER

O: | C:

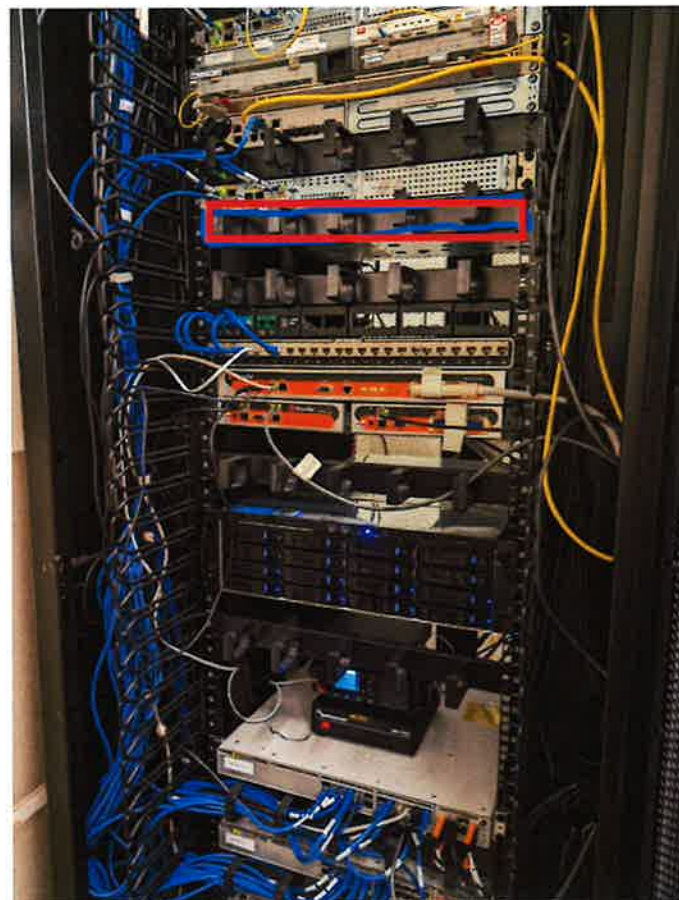
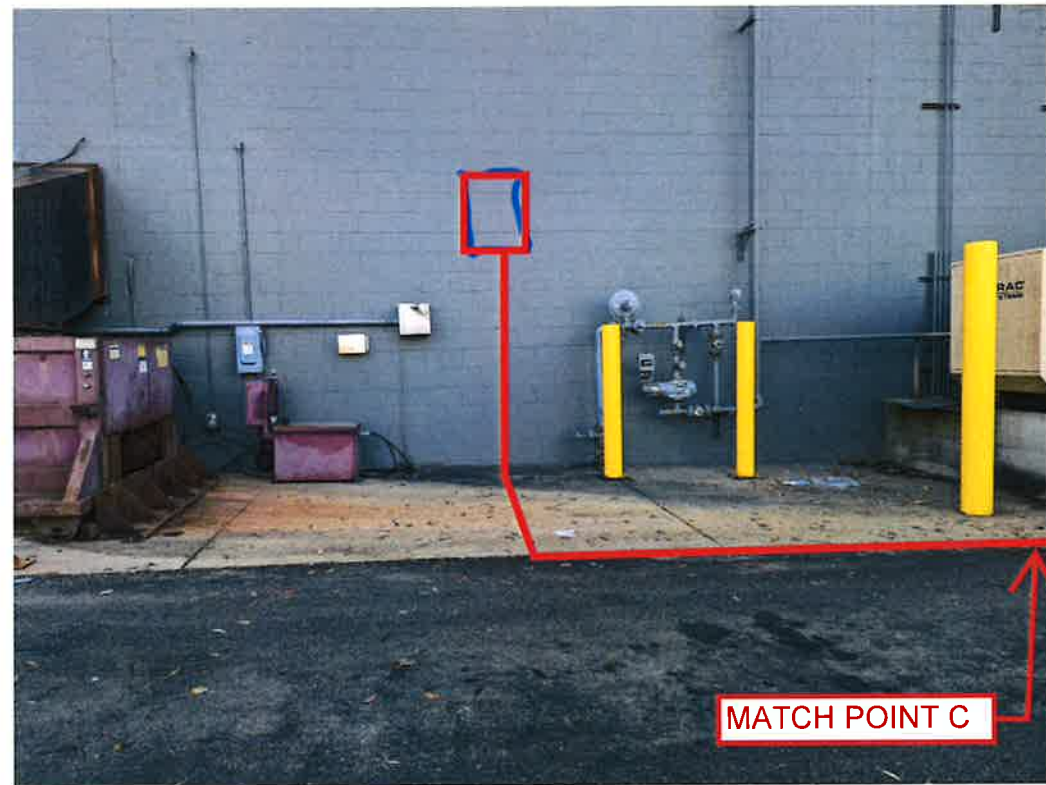
REDLINE

ASBUILT:

SCALE 1" = 50'

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# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 24-0097

---

**Agenda Date:** 1/16/2024

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Public Works

**File Type:** Resolution

**Agenda Number:**

Resolution declaring certain property located at 1307 16<sup>th</sup> St S (Parcel #17-50265-10) as surplus property.

## RESOLUTION

**WHEREAS**, the City of La Crosse owns Parcel #17-50265-10, located at 1307 16<sup>th</sup> St S; and

**WHEREAS**, there has been expressed interest in acquiring the property.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Common Council of the City of La Crosse that the aforementioned parcels are declared surplus and will be offered for sale.

**BE IT FURTHER RESOLVED** that the Director of Parks, Recreation, Forestry, Buildings & Grounds, Planning Department, Development & Assessment, Board of Public Works, Director of Finance and City Attorney's Office are hereby authorized to take any and all steps to effectuate this resolution.



# ***CITY OF LA CROSSE***

400 La Crosse Street  
La Crosse, Wisconsin 54601  
(608) 789-CITY  
[www.cityoflacrosse.org](http://www.cityoflacrosse.org)

## **LEGISLATION STAFF REPORT FOR COUNCIL**

File ID                      Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 24-0098

---

**Agenda Date:** 1/16/2024

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Public Works

**File Type:** General Item

**Agenda Number:**



# REVOCABLE OCCUPANCY / STREET PRIVILEGE PERMIT APPLICATION FOR COMMUNICATIONS (FIBER OPTICS, TELEPHONE, CABLE, ETC.)

City of La Crosse Engineering Department

Phone: 608-789-7505 Email: [engineering@cityoflacrosse.org](mailto:engineering@cityoflacrosse.org) <http://cityoflacrosse.org>

Encroachment Owner: WIN, LLC d/b/a WIN Technology

Address: 4955 Bullis Farm Rd City: Eau Claire State: WI Zip: 54701

Phone # 715-838-4012 Email Address john.louis@wintechology.com

Application Preparer (if different from above) Joe Kassab With CCI Systems

Relationship with Owner: Engineering Contractor

Phone # 906-239-6721 Email Address joe.kassab@ccisystems.com

### Description of Proposed Encroachment:

Boring fiber optic cable along Green Bay St to service Festival Foods

### Encroachment Addresses (List by Street and 100 blocks):

~~Green Bay St from the intersection of Losey Blvd S to Festival Foods~~

*Green Bay Street - Losey BLVD to 26th Street*

I certify that I have reviewed the Municipal Code and understand all that is related to this permit request. I further certify that I have the full authority to make the foregoing application; the information in the application and the required submittals are complete and correct; the Work or Use performed shall comply with all the laws of the State of Wisconsin, and all ordinances, rules, regulations, policies and special conditions of the City of La Crosse. The applicant agrees to perform the work covered by an approved permit with diligence and convenience to the public. **See Sheet 2 of 2 for Additional Conditions.**

*Scott Hoffmann*

October 24, 2023

Signature of Owner or designee: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: Scott Hoffmann CEO

Please return this completed application along with required information and fees noted on checklist below to: City of La Crosse, Engineering Department, 400 La Crosse Street, La Crosse, WI 54601. You will then be given notice of when your request will be on the Board of Public Works agenda for consideration. **Average completion time for validation 45 days.**

BELOW THIS LINE TO BE COMPLETED BY CITY STAFF ONLY

### Required items to be provided by Applicant:

Scale Drawing of encroachments

(City Utilities, Lighting and Signals must be shown on Proposed Communications Plan)

Certificate of Insurance (City as additional Insured)

Initial Application Fee \$ \_\_\_\_\_

City Utility Potential Conflict Notification and Sign-Off

### Board of Public Works

Approval Date:

Encroachment Type:

*Communications*

Permit Number:

All Fees are Non-Refundable & Subject to change by City Council

SHEET 1 OF 2





## **REVOCABLE OCCUPANCY / STREET PRIVILEGE PERMIT APPLICATION**

**City of La Crosse Engineering Department**

Phone: 608-789-7505 Email: [engineering@cityoflacrosse.org](mailto:engineering@cityoflacrosse.org) <http://cityoflacrosse.org>

### **STREET PRIVILEGE PERMIT CONDITIONS FOR COMMUNICATIONS INSTALLATIONS**

1. The applicant shall be primarily liable for damages to person or property by reason of the granting of this street privilege permit.
2. The applicant shall obtain an excavation permit from the City of La Crosse Engineering Department prior to performing installation or any maintenance on the cable in the City right-of-way that requires excavation or disruption of pavement, sidewalk, curb and gutter, or other structure.
3. The applicant agrees that tracer wires shall be used and final cable location within the street right-of-way shall be approved by the City Engineer. Cable shall be installed not less than 36 inches deep, unless otherwise approved by the City Engineer.
4. Applicant agrees to provide the City of La Crosse with final "as-built" plans when installation is complete.
5. Applicant agrees that any pavement, concrete or green space disturbed during drilling activities shall be restored to its prior condition.
6. Applicant agrees that said installation shall not interfere with the City's water, sanitary sewer, or storm sewer underground infrastructure that may be in the area.
7. Applicant further agrees that they will make arrangements with the public utility companies and the City of La Crosse to clear all public underground utilities prior to initiating such work, and if necessary, applicant will make arrangements with the City of La Crosse to ensure proper traffic control.
8. Applicant waives any and all rights to contest in any way or manner the validity of Sec. 66.0425 of the Wisconsin Statutes and the amount of compensation charged.
9. Applicant agrees to become a member of Diggers Hotline for marking / locating of utility.
10. The applicant for a permit to encroach on the public right-of-way shall procure and maintain for the duration of the permit a minimum liability and contractual liability policy in the amount of \$100,000.00 each person, \$300,000.00 each accident for bodily injury and \$100,000.00 for property damage. A certificate of such insurance shall be filed with the City Attorney as part of the application. The insurance shall name the City, its officials, employees and agents as additional insureds. The Board may approve greater insurance protection on a case-by-case basis.
11. Applicant further agrees to hold harmless the City for any damage to said cable while the City, its agents or contractors are conducting construction for maintenance activities in or upon such area in which said cable lies; provided, however, the City shall make a good faith effort to notify applicant of any maintenance or work in the area of the street privilege permit which may damage applicant's cable.
12. Applicant agrees to remove the cable and return the area to its original condition upon ten (10) days' notice by the Board of Public Works. The applicant further agrees that if it does not remove the cable within ten (10) days after receiving notice, the City is authorized to remove the same and applicant agrees to pay the City for all costs of such removal.
13. Applicant further agrees that the obligations and conditions of this street privilege permit shall be binding upon all heirs, successors and assigns of applicant.
14. The person(s) signing this Permit warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**Sheet 2 of 2**



WIN LLC

PROJECT ID #06-680

2500 STATE ROAD - FESTIVAL FOODS  
LA CROSSE ~ WISCONSIN

**CONSTRUCTION CONTRACTOR MUST ADHERE TO ALL PERMIT PROVISIONS, NOTES, & REQUIREMENTS AS LISTED ON THE APPROVED PERMITS.  
CONSTRUCTION CONTRACTOR IS RESPONSIBLE FOR ALL PRE AND POST CONSTRUCTION NOTIFICATIONS.  
A COPY OF THE PERMIT(S) MUST BE ON THE PROJECT SITE AT ALL TIMES.**

WIN Project Engineer:

UNIT SUMMARY  
CONTRACTOR TO COMPLETE

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT TYPE</u>	<u>QUANTITY</u>
Plowing One Duct 2" or Less	UDP1	FT	0
Boring One Duct 2" or Less	BMDB1	FT	1,165
36" X 36" X 24" Composite Hand Hole	UH36	EA	1
Warning Sign with Test Station	BM53(TS)	EA	1
Pulling 12 ct Plenum-Rated Fiber	UFOP(12)	FT	505
Blowing Cable	UFOB(48)	FT	760
Hand Hole Storage Coil	STORAGE COIL	FT	225
INSTALL #12 LOCATING WIRE	UTWB(12)	FT	405

**CCI Engineer:**  
JOESEPH KASSAB

joe.kassab@ccisystems.com  
w: 906-776-2655

**Construction Contractor Information**

Name:  
Phone:  
Foreman:  
Cell:  
Address:

**PERMIT LIST:**

- LA CROSSE WISCONSIN

AS STAKED

AS BUILT DATE:

SOC CODE



WISCONSIN INDEPENDENT NETWORK - 2500 STATE ROAD FESTIVAL FOODS - PROJECT #06-680 ASSEMBLY UNIT TAB SHEET

Sheet	Construction Assembly Units																	Municipality	County	Fiber		
CONSTRUCTION SHEET	UDP1 Plowing One Duct 2" or Less	UDP2 Plowing Two Ducts 2" or Less	BMTI Trenching One Duct 2" or Less	BMDB1 Boring One Duct 2" or Less	UH24 24" X 36" X 24" Composite Hand Hole	UH 36	UH48 48" X 30" X 36" Composite Hand Hole	BM53 Warning Sign	BM53(TS) Warning Sign with Test Station	UFOP(12) Pulling 12 ct Plenum-Rated Fiber	UFOB(48) Blowing Cable	STORAGE COIL Hand Hole Storage Coil	UFOP(6) Pulling Cable	UFOB(24) Blowing Cable	HBFO Fiber Optic Closure	BM22 TYPICAL WIN ABOVE GROUND BUILDING ENTRANCE	UTWB(12) INSTALL #12 LOCATING WIRE	WUH48 Enter Existing Hand Hole	Town of Onalaska	La Crosse County	FIBER REEL Cumulative	FIBER REEL Order Total
1				760							760	75						835	835	835		
2				405		1			1	505		150					405					
TOTALS	0	0	0	1165	0	1	0	0	1	505	760	225	0	0	0	0	405	0	1490	1490	1490	

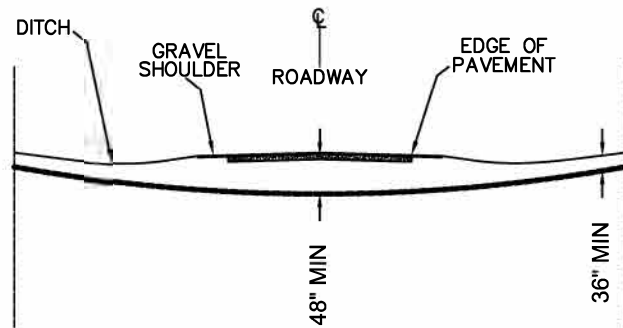
NOTE - STORAGE COIL FOOTAGE IS INCLUDED IN UFOB(48) AND UFOB(24) ASSEMBLY UNITS - STORAGE COIL COLUMN IS INFORMATIONAL ONLY

## GENERAL CONSTRUCTION NOTES

- 1) Wisconsin State Law requires excavators to notify Diggers Hotline a minimum of three (3) business days prior to all excavations (excluding Saturdays, Sundays, and legal Holidays). Hand dig with care within the 18" safety zone when exposing underground utilities. Caution - Diggers Hotline does not mark all private lines.
- 2) Underground utilities have been plotted from available records and field observations but are not necessarily exact. It is the contractor's responsibility to field locate all underground obstructions and utilities prior to construction. Complete repair of any and all damages incurred shall be at the expense of the construction contractor. Fiber placement subject to change upon field locate completion.
- 3) Coordinate all construction activities with WIN Project Engineer prior to construction.
- 4) Contractor is responsible for any erosion control, which includes submitting erosion plans, related to this project, should it become necessary.
- 5) Construction contractor shall provide all information for as-built drawings, including but not limited to: Fiber sequential's at hand hole walls and end of fiber; Depths of fiber at a minimum of 200' intervals along with centerline of all hard surface crossings, ie: roads, alleys, drives, waterways pipelines, railroads; Actual GPS location of hand holes; Actual running line from right-of-way, back of curb, edge of pavement or other known landmarks shown on sheets; Actual location of warning markers; and any other information required to produce an accurate and permanent record of the project.
- 6) The top of all hand holes set shall match final grade.
- 7) The contractor shall comply with all WIN policies and procedures and all requirements from local permitting authorities. The various permits obtained for the project are on file in the office of the WIN Project Engineer.
- 8) Miscellaneous structures and obstructions such as sign posts; mail boxes; meter boxes; or other obstructions shall be avoided or removed and reinstalled to original or better condition.
- 9) The contractor shall be responsible, at all times; for the maintenance of streets and other utilities affected by construction operations - debris shall not be permitted to accumulate and all premises shall be maintained in a neat and workmanlike condition.
- 10) The contractor shall take adequate precautions to protect existing facilities, sidewalks, curbs, pavements, utilities, foliage, and adjoining property and structures outside of right-of-way; and to avoid damage thereto.
- 11) The following special provisions shall apply to traffic regulation during the extent of this project:
  - a. There shall be, at all times, adequate vehicle and pedestrian access for ingress and egress for the properties adjacent to the project.
  - b. During non-working hours, the contractor shall keep the existing traffic lanes clear from interference including all approaches and intersections.
  - c. If lane blockage is unavoidable, the contractor shall notify the traffic engineering department, police department, fire department, ambulance services, school bus garages, and other agency operations as appropriate so these agencies may re-route their vehicles around the construction zone(s).
  - d. Contractor is responsible to adhere to the DOT manual on traffic control along with submitting traffic plans if required by permitting authority.
- 12) If required, trenches in paved areas shall be saw-cut to the full depth of surfacing or as required by the permitting authority. Paved surfaces shall be repaired in accordance with the permitting authority's specifications.
- 13) The contractor shall comply with all current and applicable Occupational Safety and Health Administration (OSHA), federal, state, and local rules and regulations governing the safety of employees and material during excavation, trenching, ditching, and installation and backfilling operations on this project.
- 14) No trench or excavation site shall be left open overnight or unattended.
- 15) Right-of-way restoration and street and sidewalk repair/replacement shall be in compliance with the local permitting authority.
- 16) All fiber cable minimum depth must be 36". 48" minimum depth under roadways and waterways. See typical roadway and waterway crossing details.
- 17) Inner ducts occupied by cable shall be sealed at termination points using rubber plugs and compression bands. Foam sealant will not be used.
- 18) Brushing and trimming as-required. Brush, branches, and refuse from clearing operations shall, without delay, be removed from the vicinity of the right-of-way.
- 19) Construction contractor(s) shall have a copy of the permit(s) on-site and shall be available for inspection immediately upon request by the permitting authority or permitting authority representative.
- 20) No excavation, digging, tunneling, trenching, boring, plowing, installation of facilities, equipment or improvements above, on or beneath the surface of any right-of-way may begin without a signed permit from the governing permitting authority.

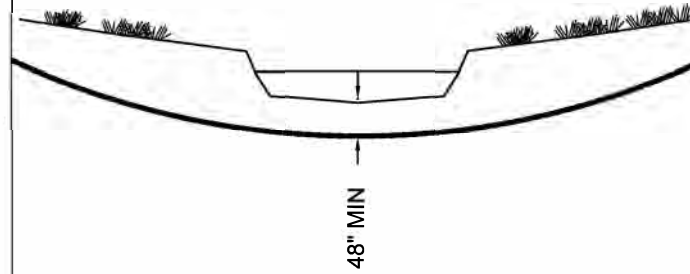
# TYPICAL DETAIL DRAWINGS

## TYPICAL ROADWAY CROSSING



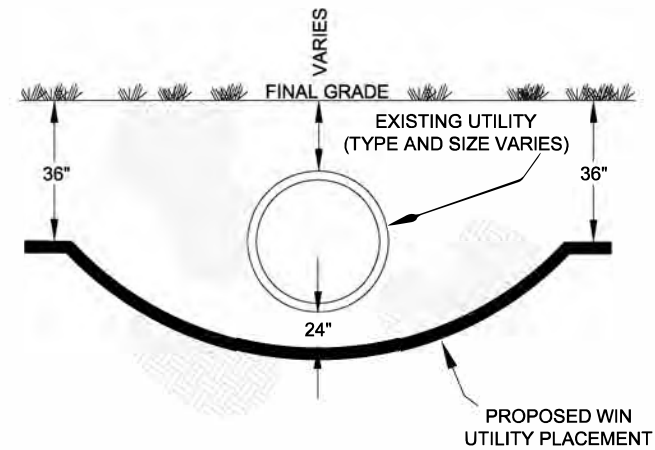
ALL DIMENSIONS SHOWN ARE MINIMUM DEPTHS  
 PROPOSED FACILITIES PLACEMENT SHALL CROSS ALL EXISTING STREETS AT 48" MINIMUM DEPTH  
 PERMITTING AUTHORITIES MAY REQUIRE GREATER THAN 48" MINIMUM DEPTH ROAD CROSSINGS

## TYPICAL WATERWAY CROSSING



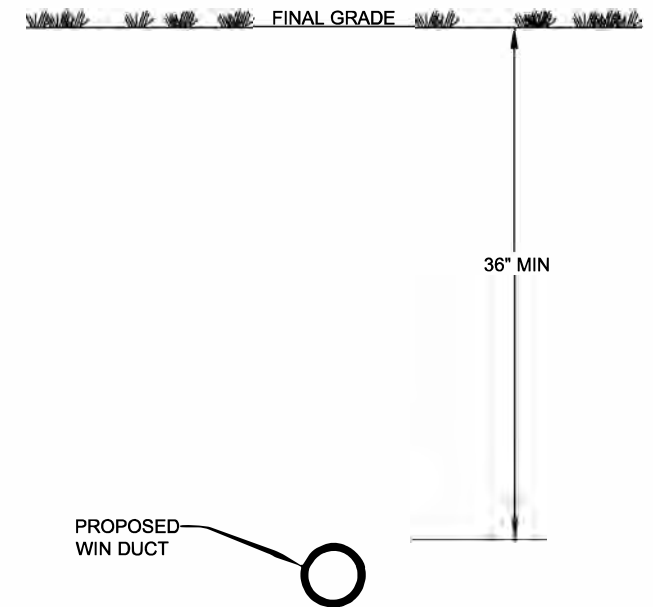
ALL DIMENSIONS SHOWN ARE MINIMUM DEPTHS  
 PROPOSED FACILITIES PLACEMENT SHALL CROSS ALL WATERWAYS AT 48" MINIMUM DEPTH FROM BASE OF WATERWAY  
 PERMITTING AUTHORITIES MAY REQUIRE GREATER THAN 48" MINIMUM DEPTH

## TYPICAL UTILITY CROSSING



ALL DIMENSIONS SHOWN ARE MINIMUM DISTANCES  
 PROPOSED FACILITIES PLACEMENT SHALL CROSS ALL EXISTING UTILITIES WITH A 24" MINIMUM VERTICAL AND HORIZONTAL SEPARATION  
 FOREIGN UTILITY OWNERS AND/OR PERMITTING AUTHORITIES MAY REQUIRE GREATER THAN 24" SEPARATIONS

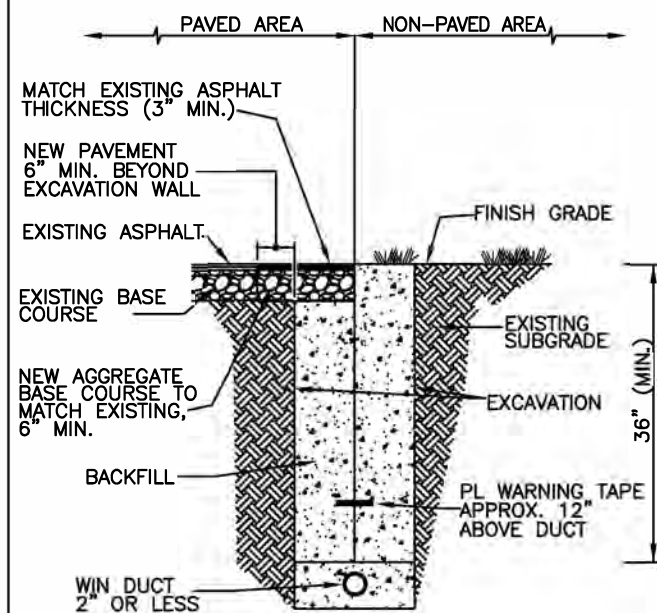
## TYPICAL BORE DETAIL



MAINTAIN MINIMUM HORIZONTAL AND VERTICAL SEPARATION OF EXISTING UTILITIES; REVIEW PERMITTING AUTHORITIES SPECIFICATIONS AND DETAILS FOR SEPARATION REQUIREMENTS  
 NOT TO SCALE

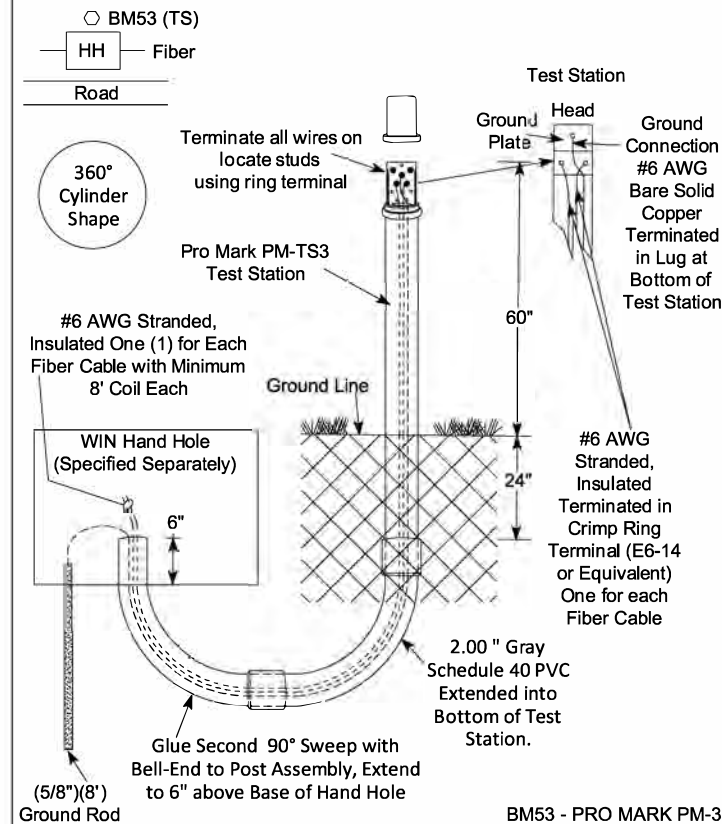
## TYPICAL TRENCH DETAIL

BMT1 (ONE DUCT - 2" OR LESS)  
 1 DUCT HORIZONTALLY BY 1 DUCT VERTICALLY



MAINTAIN MINIMUM HORIZONTAL AND VERTICAL SEPARATION OF EXISTING UTILITIES; REVIEW PERMITTING AUTHORITIES SPECIFICATIONS AND DETAILS FOR SEPARATION REQUIREMENTS  
 NOT TO SCALE

## TYPICAL WARNING SIGN MARKER POST



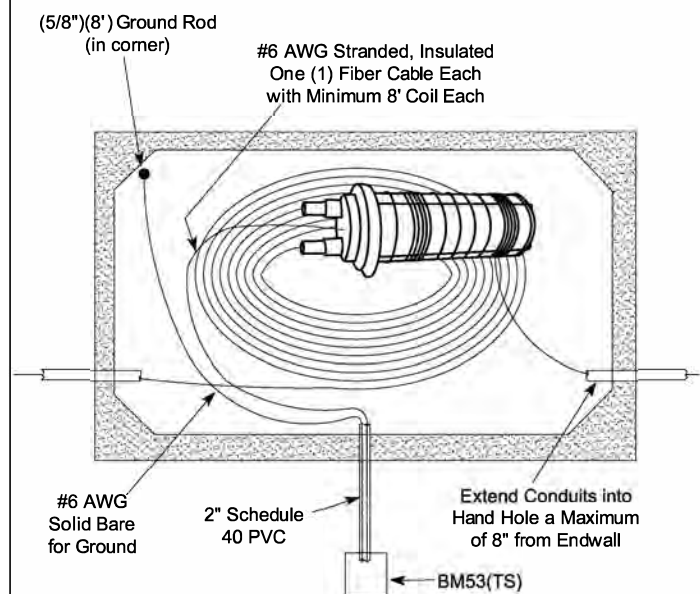
-- NOTES --

- Cap Colors:  
 -- Black: Warning Post Only  
 -- White: Hand Hole with Slack  
 -- Green: Test Station at Splice Locations
- Test Station to be installed in Center of Long Side of Hand Hole Away from Roadway
- Test Station Assembly Unit includes: 84" Dome Pro Mark Marker Post with 5 Position Test Station; 5/8" x 8' Ground Rod; Ground Rod Clamp; 2 - 2.00" 90° Duct Sweeps; Isolation Lever.
- Test Station Conductors:  
 -- Ground Rod to Locate Plate: #6 Bare Solid  
 -- Test Station to Hand Hole for Each Cable: #6 Stranded, Insulated  
 -- #6 Bare Solid Terminated in Lug at Top of Test Station for Ground  
 -- Stranded #6 to be Terminated in Crimp Ring Terminal T&B E-6-14 or Equivalent
- BM53 Markers will require Post Anchor. Set BM53 Markers 18" Below Ground Line.



BM53 - PRO MARK PM-303 DOME MARKER 72"  
 BM53(TS) - PRO MARK PM-TS3 84" (3" TEST STATION WITH STANDARD 5 STAINLESS STEEL TERMINALS)

## TYPICAL HANDHOLE DETAIL VIEW FROM TOP



6" COMPACTED #1 Washed Stone (not shown)  
 1/4" SCREEN MESH (not shown)  
 NOT TO SCALE

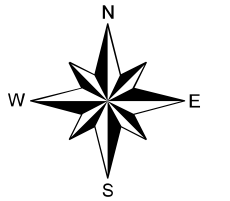


① SHEET = 1  
 UDP1 = 0  
 BMDB1 = 760  
 UH36 = 0  
 BM53(TS) = 0  
 UFOB(48) = 760  
 Storage Coil = 75

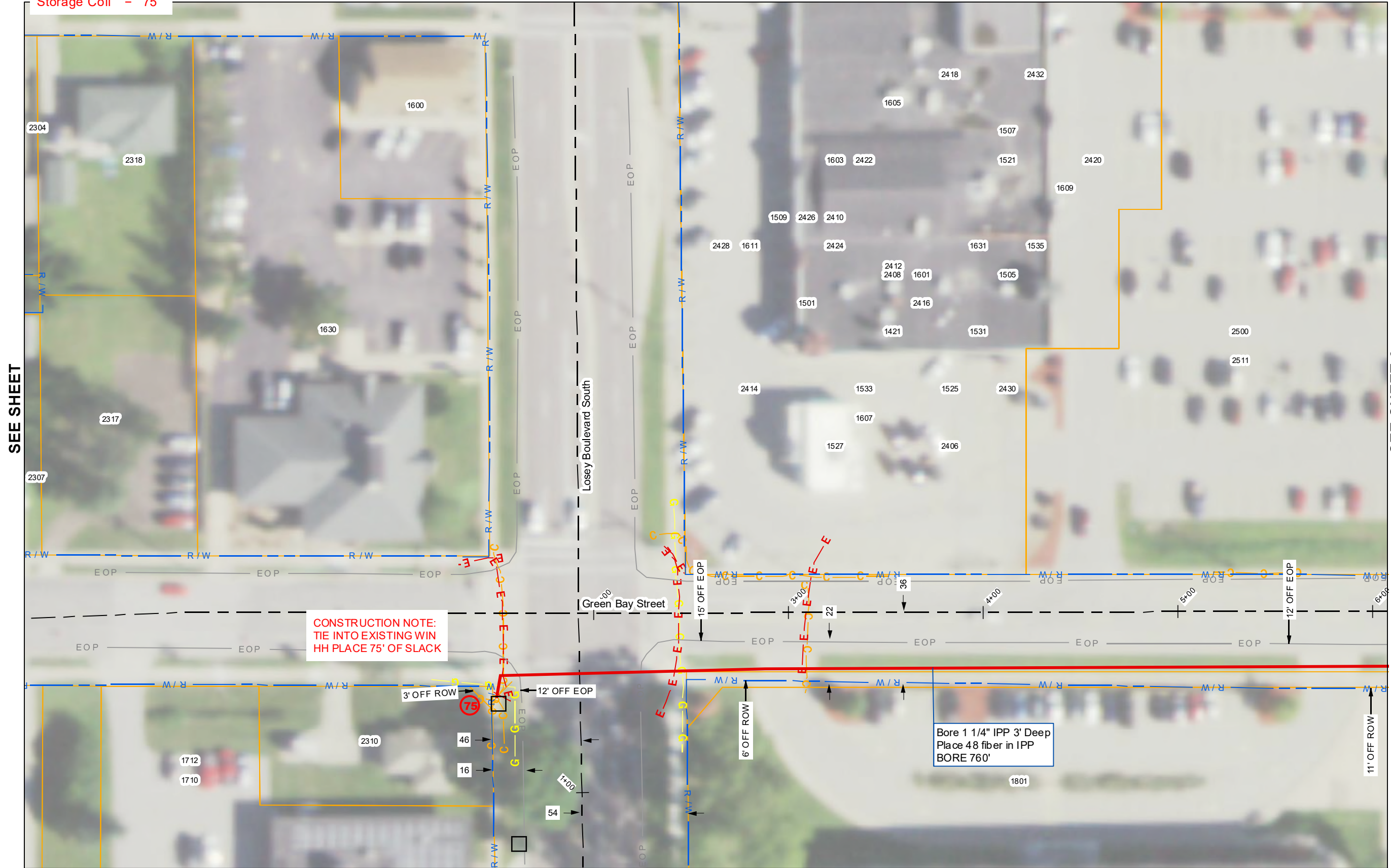
Contact Diggers Hotline before any work begins

PERMITS REQUIRED THIS PRINT:  
 LA CROSSE COUNTY  
 CITY OF LA CROSSE

SHEET 1 OF 3



SEE SHEET



SEE SHEET

SEE SHEET 2



COUNTY: LA CROSSE  
 TOWNSHIP: -  
 TOWN: 15N  
 RANGE: 7W  
 SECTION: 9  
 MUNICIPALITY: CITY OF LA CROSSE  
 ROAD NAME: STATE ROAD 33

PROJECT ID # 06-680  
 PROJECT DESCRIPTION:  
 Place New WIN (48)Ct Fiber from Existing WIN Handhole located on Losey Blvd and Green Bay St, WI to Festival Foods

ENGINEERING	DATE
COMPLETED:	10/2023

REVISIONS  
 REV 1:  
 REV 2:

W.I.N. PROJECT ENGINEER  
 O: | C:

REDLINE  
 ASBUILT:  
 SCALE 1" = 50'  
 NOTICE  
 Information contained in this document is proprietary and shall not be used, copied, reproduced, or disclosed, in whole or in part, without written consent of WIN, LLC

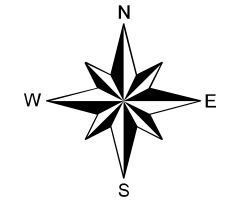
SEE SHEET



- 2 SHEET = 2
- UDP1 = 0
- BMDB1 = 405
- UH36 = 1
- BM53(TS) = 1
- UFOP(12) = 505
- Storage Coil = 150

PERMITS REQUIRED THIS PRINT:  
LA CROSSE COUNTY  
CITY OF LA CROSSE

Contact Diggers Hotline before any work begins



COUNTY:	LA CROSSE
TOWNSHIP:	-
TOWN:	15N
RANGE:	7W
SECTION:	9
MUNICIPALITY:	CITY OF LA CROSSE
ROAD NAME:	STATE ROAD 33



PROJECT ID # 06-680  
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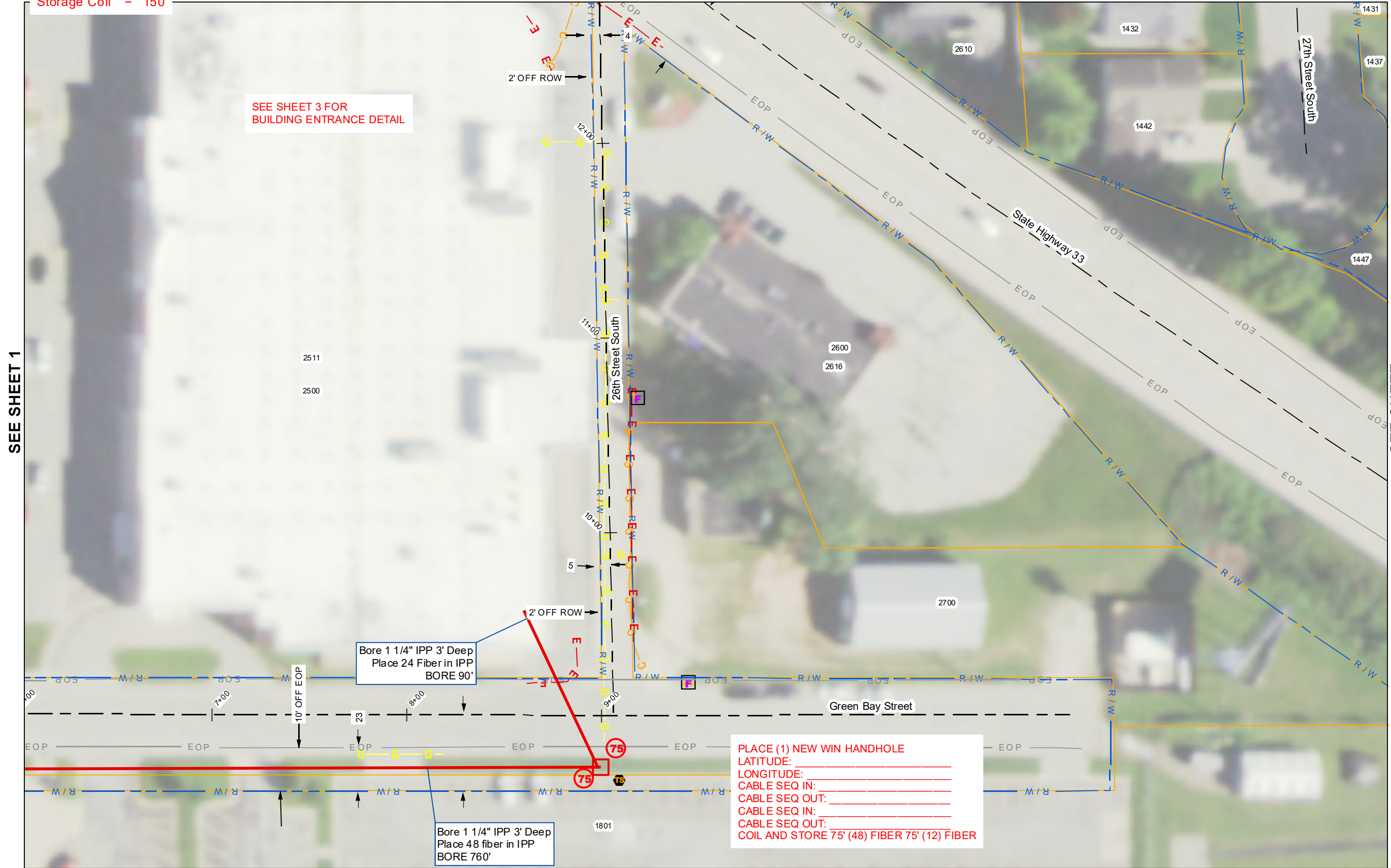
ENGINEERING	DATE
COMPLETED:	10/2023

REVISIONS
REV 1:
REV 2:

W.I.N. PROJECT ENGINEER  
O: | C:

REDLINE	
ASBUILT:	
SCALE	1" = 50'

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SEE SHEET 1

SEE SHEET

SEE SHEET

SEE SHEET

SEE SHEET 3 FOR BUILDING ENTRANCE DETAIL

PLACE (1) NEW WIN HANDHOLE  
LATITUDE: \_\_\_\_\_  
LONGITUDE: \_\_\_\_\_  
CABLE SEQ IN: \_\_\_\_\_  
CABLE SEQ OUT: \_\_\_\_\_  
CABLE SEQ IN: \_\_\_\_\_  
CABLE SEQ OUT: \_\_\_\_\_  
COIL AND STORE 75' (48) FIBER 75' (12) FIBER

Bore 1 1/4" IPP 3' Deep  
Place 24 Fiber in IPP  
BORE 90'

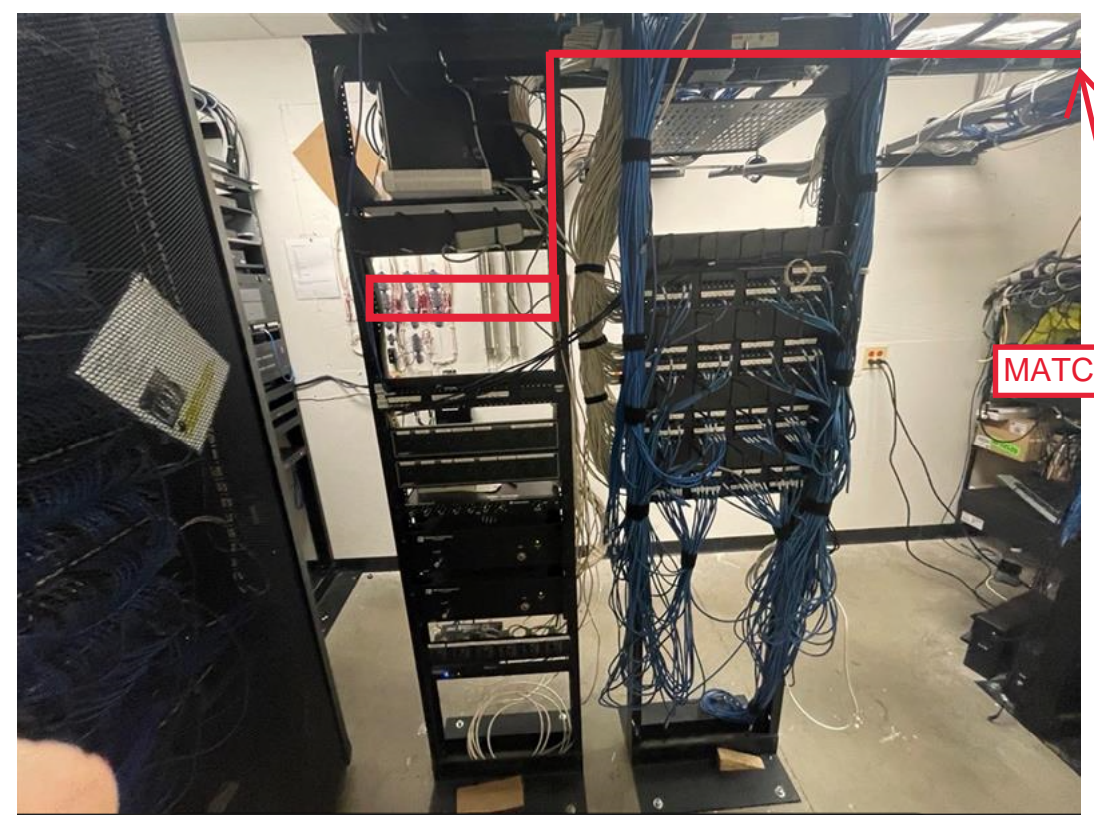
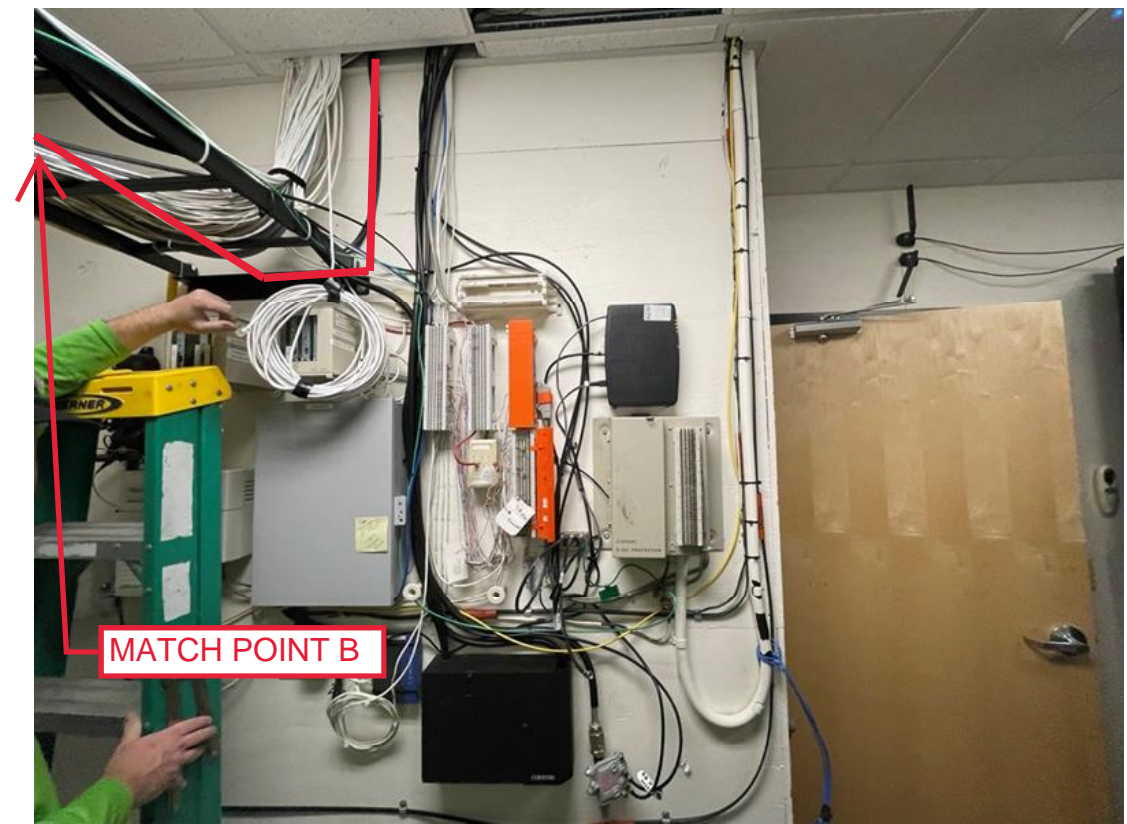
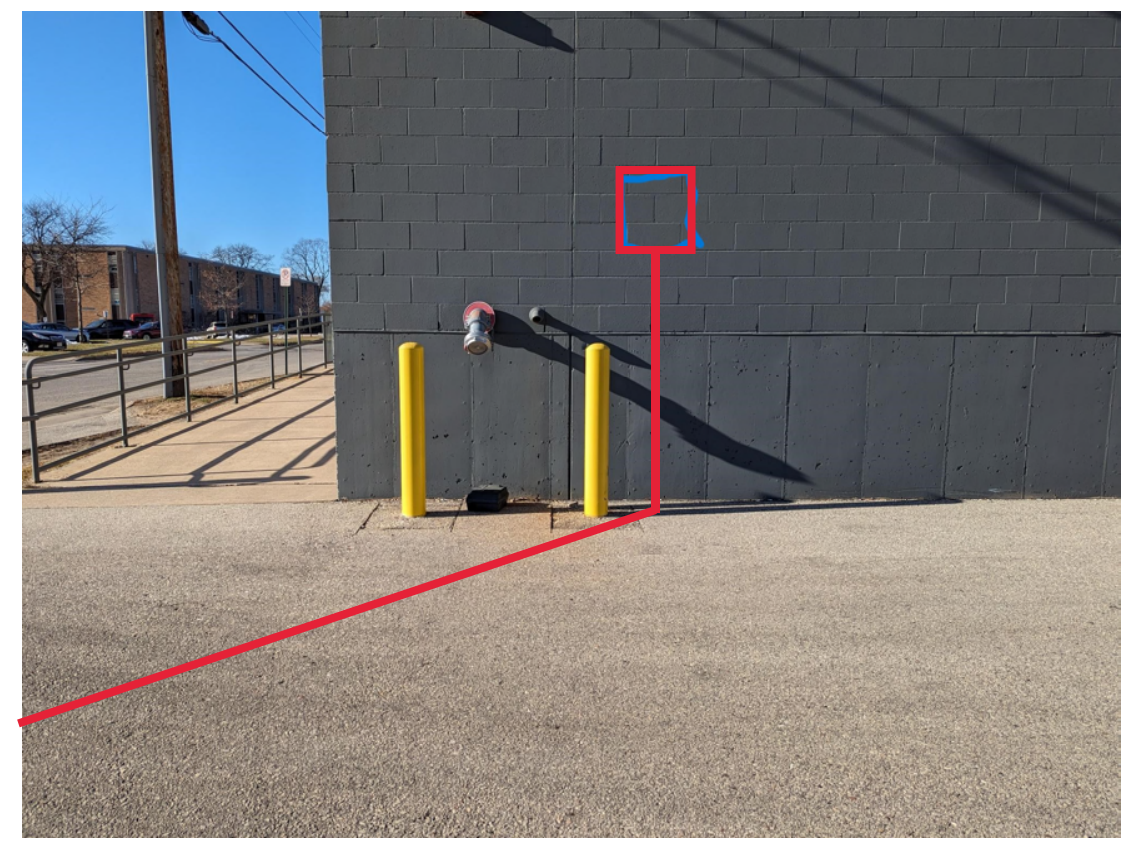
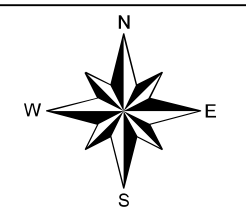
Bore 1 1/4" IPP 3' Deep  
Place 48 fiber in IPP  
BORE 760'



**FESTIVAL FOODS TO PROVIDE BUILDING ENTRANCE DETAIL**

© CONSTRUCTION ASSEMBLY UNITS

SHEET 3 OF 3



COUNTY:	LA CROSSE
TOWNSHIP:	-
TOWN:	15N
RANGE:	7W
SECTION:	9
MUNICIPALITY:	CITY OF LA CROSSE
ROAD NAME:	STATE ROAD 33



PROJECT ID # 06-680

PROJECT DESCRIPTION:

Place New WIN (48)Ct Fiber from Existing WIN Handhole located on Losey Blvd and Green Bay St, WI to Festival Foods

ENGINEERING DATE

COMPLETED: 102023

REVISIONS

REV 1:

REV 2:

W.I.N. PROJECT ENGINEER

O: | C:

REDLINE

ASBUILT:

SCALE 1" = 50'

NOTICE  
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# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 24-0100

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**Agenda Date:** 1/16/2024

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Public Works

**File Type:** General Item

# Certificate of Conformance

## Liquid Nitrogen

This document shall certify liquid nitrogen supplied by Absolute Air conforms to the requirements of the Compressed Gas Association CGA G-10.1—2016 and the National Formulary, Commodity Specification for Nitrogen.

**Year issued:** 2023


**Conformance designation:** CGA G-10.1—2016 Type II, Grade B (NF) and QVL L (Industrial)

Limiting Characteristics	NITROGEN	
	QVL B, Medical, NF	QVL L, Industrial
Nitrogen min. %	99.0	99.998
Carbon Dioxide	N/A	N/A
Carbon Monoxide	10	N/A
Odor	None	N/A
Oxygen	10,000	10
Water	N/A	4
Identity	Pass	N/A

Units in ppm (v/v) unless otherwise stated

Liquid nitrogen supplied by Absolute Air is produced by Air Liquefaction in accordance with cGMP requirements. Conformance determined by process capability evaluation, continuous plant monitoring, and batch production analyses.

Approved by:

  
\_\_\_\_\_  
Terran E. Bergdale, Ph.D.  
Quality Manager  
Absolute Air



**IMPORTANT:** While we believe that this information is accurate within the limits of the analytical methods employed and is complete to the extent of the specific analyses performed, we make no warranty or representation as to the suitability of using the information for any particular purpose. The information is offered with the understanding that any use of the information is at the sole discretion and risk of the user. In no event shall liability of Absolute Air arise out of the use of information, contained herein, exceed the fee established for providing such information.



## PRODUCT SALE AGREEMENT

**Mississippi Welders Supply Co., Inc. (Seller), of 5150 West 6th Street, Winona, MN 55987 and  
City of La Crosse Wastewater (Purchaser), of 905 Joseph Houska Drive, La Crosse, WI 54601** hereby agree that:

- 1.) Purchaser shall buy from Seller, its present and future requirements of industrial, food grade and/or medical gases in gaseous and/or liquid form in suitable containers including without limitation, cylinders, liquid containers, and/or bulk and microbulk, and on-site generation equipment, upon the terms and conditions set forth in this agreement, including, without limitation, any rider, exhibit, amendment, or addendum to this Agreement. Purchaser shall not buy or lease any Equipment from any third party to produce any Product of equal or lesser purity, without first offering Seller, in writing, a last refusal to sell or lease the same for equivalent pricing and terms. This agreement covers all of Purchaser's locations including any future locations.
- 2.) The term ("Initial Term") of this Agreement shall be for a 3 year period after January 4, 2024 or after the first delivery to the last storage tank installed by Seller hereunder, whichever is later and thereafter from year to year until terminated in writing by either party at the end of the initial term or any subsequent anniversary thereof upon not less than twelve (12) months prior written notice. If seller relocates or provides additional Equipment to meet Purchaser's requirements, then a new initial term shall be effective upon the date of first delivery of such Product utilizing the relocated, replacement or additional equipment.
- 3.) The prices for Products purchased hereunder shall be as set forth in the attachment(s).
- 4.) Terms: NET – 45th Prox.
- 5.) The Seller shall maintain records of cylinder deliveries and returns hereunder, and Purchaser shall pay Seller's then current standard rate for demurrage or rental. Purchaser shall pay Seller's then current standard rate for any liquid Product storage tank and related Equipment installed by Seller to serve Purchaser.
- 6.) Purchaser shall return, in good condition, all cylinders complete with caps and fittings and shall pay Seller the replacement value of any cylinders, caps or fittings lost or damaged. Purchaser shall not permit cylinders or other storage containers furnished hereunder to be filled with any Product not furnished by Seller or Seller's representative.
- 7.) Purchaser shall promptly furnish and maintain an accessible, safe and secure site ("Site") for the Equipment at each of its facilities at which Products are required in liquid form to enable suitable delivery and storage of such Products, including all foundations, lighting, fences, bollards and piping and other Equipment required for the safe distribution of Products from the Site. The Purchaser shall also provide at the Site at its cost all electricity required as well as all licenses and permits required in connection with such use of the Site.
- 8.) Authorized representatives of Purchaser, Seller and/or Seller's representative shall have access at all times to the Site but Purchaser shall deny access to all others. Purchaser shall not alter, adjust or repair any Equipment installed by Seller at the Site although Purchaser shall be responsible for any loss or damage to such Equipment unless caused by Seller's negligence. Seller shall not be liable for any delay in installation of any such Equipment that results from any cause beyond its reasonable control.
- 9.) Equipment shall be installed and maintained in good repair and operating conditions by Seller. Purchaser shall have no ownership interest in Equipment installed at the Site by Seller. Purchaser may provide such Equipment in which event Seller shall have no obligation to maintain the same.
- 10.) If any Equipment installed by Seller shall become inadequate, in the judgment of Seller, because of a substantial change in Purchaser's requirements of Product, Seller shall have the right at its own expense to substitute a different size or type of Equipment and the Facility Fee shall be adjusted to reflect such substitution or if any Equipment supplied by Seller needs to be relocated due to a change in the Purchaser's operations, Seller shall have the right to extend this Agreement to the ("Initial Term"). If The Buyer refuses to accept the substitute equipment specified by The Seller as provided in this Section (10) above, (i) under no circumstances shall The Seller have any liability to The Buyer, or to any third party with whom The Seller does business, in the event that any damage to persons or property result from an inadequate supply of the Product, and (ii) The Buyer shall indemnify The Seller with respect to, and shall hold it harmless from and against, any claim, loss, liability or expense (including attorney's fees) incurred by The Seller as a result of any claim arising out of or caused, in whole or in part, by the inadequate supply of the Product at any time. If, at the inception of the business relationship between The Seller and The Buyer, The Seller recommends to The Buyer that The Buyer install equipment of a size which Seller deems sufficient for Buyer's stated requirements, and Buyer rejects such recommendation for any reason, then the terms of Section 10 (i) and (ii) shall apply thereafter during the Term. Seller shall have the right to remove such Equipment installed by it within ninety (90) days after the expiration or termination of this Agreement at the expense of Purchaser.
- 11.) Purchaser may require Seller to remove any of its Equipment from the Site by paying to Seller a pro rata share of the cost of remaining Equipment lease which reflects the balance of the term of this Agreement that is unexpired at the date of such removal. No such removal shall affect Purchaser's obligation to purchase its requirements for Products from Seller.
- 12.) Seller or its representative shall usually make all deliveries of Product to the Site on regular business days between 8:00 AM and 5:00 PM although Product may be delivered at other hours. In the event Purchaser requests Seller to deliver at other hours, Seller shall employ its best efforts to do so although Purchaser shall pay all additional expenses incurred as a result. Billings for Product delivered shall be made in cubic feet or pounds, 70 Degrees F and one (1) atmosphere pressure or other appropriate units. (b) Deliveries, which may be made during a strike or other labor disturbance affecting Purchaser, shall be at Purchaser's sole risk. Purchaser hereby indemnifies Seller from and against all costs, damages and losses arising out of any such delivery which are not normally incurred by Seller in the normal delivery of Product.
- 13.) All Products furnished hereunder shall conform to the description thereof published by the manufacturer at the time of sale. THERE IS NO WARRANTY OF MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, THAT EXTENDS BEYOND SAID DESCRIPTION. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCT SOLD HEREUNDER WHETHER SUCH DAMAGE RESULTS FROM ANY NEGLIGENT ACT OR OMISSION OR IS RELATED TO STRICT LIABILITY.

Seller Initials \_\_\_\_\_

Purchaser Initials \_\_\_\_\_



PRODUCT SALE AGREEMENT

- 14.) Purchaser's exclusive remedy for each unexcused failure on the part of Seller to deliver Product when required by Purchaser, whether or not such failure was caused by any negligence, shall be to recover from Seller the difference between the cost to Purchaser of any reasonable purchase of Product in substitution for Product not delivered and the lesser price of such quantity of Product hereunder.
15.) Service and deliveries by the Seller are subject to and contingent upon weather, floods, strikes or other labor disturbances, fires, accidents, war, civil unrest, riots, delays of carriers, inability to obtain raw materials, failures of normal sources of supply, restraints of government, or any other similar or dissimilar cause beyond the Seller's reasonable control.
16.) The Purchaser shall pay any applicable taxes necessitated by virtue of any Federal, State, Municipal or other law.
17.) Cost increases may necessitate a revision of prices from time to time for Products sold under this Agreement.
18.) FORCE MAJEURE: Seller's performance hereunder is subject to floods, strikes or other labor disturbances, fire, accidents, war, civil unrest, riots, delays of carriers, inability to obtain raw materials, failure or allocation of normal sources of supply, terrorist act, machinery or equipment breakdown, plant shutdown, restraints of government, (whether or not it later proves to be invalid), or any other similar or dissimilar cause beyond Seller's reasonable control ("Force Majeure Event").
19.) Purchaser acknowledges that there are hazards associated with the storage, distribution and use of Products, cylinders and/or containers furnished under this Agreement and that Purchaser and its personnel are fully aware of all such hazards.
20.) It is a responsibility of the Purchaser to comply with all relevant reporting obligations under the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001-11049 (EPCRA), also commonly known as Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA Title III) and any other statutes and regulations concerning the storage, handling or use of Product or resulting from the presence of the Product supplied under this Agreement.
21.) If a court of competent jurisdiction determines that any provision of this agreement is not enforceable, then such provision shall be enforceable to the maximum extent possible under applicable law, as determined by such court.
22.) All claims by Purchaser having anything to do with any Product, cylinder or Equipment furnished hereunder by Seller shall be made in writing within ten (10) days after the delivery thereof and failure of Purchaser to give such notice shall constitute a complete defense for Seller against all such claims.
23.) This agreement shall not be binding on Seller until it is accepted by one of its duly authorized representatives.
24.) It is FURTHER AGREED that this document, when signed and accepted, will replace all existing contracts and agreements previously executed.

City of La Crosse Wastewater Purchaser (Company)

Mississippi Welders Supply Co., Inc. Seller

Title

Title

By (Printed Name)

By (Printed Name)

By (Signature)

By (Signature)

Date

Date



## PRODUCT SALE AGREEMENT Addendum "A"

Agreement between Mississippi Welders Supply Co., Inc. and City of La Crosse Wastewater (Company)

Liquid or Gas Product	
<b>Liquid Nitrogen</b>	<b>\$0.68 per 100 SCF</b>
<b>Delivery Charge</b>	<b>\$45.00 per delivery</b>
<b>Hazmat Charge</b>	<b>\$20.00 per delivery</b>
<p>***Product Price firm for 12 months, with a maximum of 5% annual price increase thereafter.***</p>	

Equipment Rental	
<b>3,000 Gallon Nitrogen Tank, Customer Owned</b>	<b>\$0.00 per month</b>
<b>MWSCO Telemetry</b>	<b>\$0.00 per month</b>
<p>***Lease pricing guaranteed for the entirety of the three (3) year agreement. Telemetry fees and annual inspections at no cost to buyer.***</p>	

Purchaser (Company): <b>City of La Crosse Wastewater</b>	Seller: <b>Mississippi Welders Supply Co., Inc.</b>
By (Signature):	By (Signature):
Printed Name:	Printed Name:
Date:	Date:



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 24-0101

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**Agenda Date:** 1/16/2024

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Public Works

**File Type:** Request



## Miller, Leah

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**From:** Bump, Cameron M <Cameron.M.Bump@xcelenergy.com>  
**Sent:** Thursday, January 11, 2024 10:08 AM  
**To:** Miller, Leah  
**Subject:** Access permit amendment

**\*\*\* CAUTION:** This email originated from an external sender. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe. **\*\*\***

Hi Leah,

Xcel Energy would like to amend our permit for access using the city trail. With the snow, the ground is being insulated from freezing. We cannot access the marsh without frozen ground or construction mats. Since weather didn't cooperate to freeze the marsh before the snow, we will need to use snowmobile and other small tracked vehicles to pack the snow down for our access route. We anticipate that this ice road building activity could take one to three weeks, depending upon how often and how much snow we get. We would begin packing snow after approval by the city, as soon as Wed Jan 17. We would continue to work the snow until it is appropriately packed down, allowing the ground underneath to better freeze. The latest end date if we are able to freeze the access down would be February 9.

Please consider this amendment at the next opportunity for approval.

Thank you!

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**CONTRACT CHANGE ORDER**

No. 10

Date 1/2/2024

EDF # 21-048.06

Contract No. BLDG-2021-64.06 for the following public work: La Crosse Fire Station #2 Project between B&B Electric, Inc. and the City of La Crosse, dated January 6, 2022, is hereby changed in the following particulars, to-wit:

The following specific work is hereby eliminated from such contract: **NONE**

The following specific work is hereby added to such contract:

**CE#030-ASI#11 Conduit and Wiring for Circulation Pumps: \$3,078.00**  
**CE#078 Relocate Data Drop – Room 220: \$327.00**

By virtue of such changes in the contract, the following revisions shall be made:

Contract -----	<u>\$528,608.00</u>
Contingency -----	<u>\$0.00</u>
Net Previous Change Orders -----	<u>\$48,421.00</u>
Decrease by eliminations (this C.O.) -----	<u>\$0.00</u>
Increase by additions (this C.O.) -----	<u>\$3,405.00</u>
Net <del>Deductions</del> or Additions (Strike out one) -----	<u>\$3,405.00</u>
<b>Revised Contract Total -----</b>	<b><u>\$532,033.00</u></b>

B+B Electric Inc  
NAME OF CONTRACTOR

  
CONTRACTOR SIGNATURE

\_\_\_\_\_  
BOARD OF PUBLIC WORKS

I HEREBY CERTIFY that there are sufficient funds in the treasury to meet the liability assumed by the foregoing addenda to contract, or that provision has been made to pay the liability that will accrue thereunder. (WS 62.15-12; 62.09-10-f)

DocuSigned by:  
David Tauscher  
EE923CC8B4BC443... Budget Analyst

DocuSigned by:  
Chadwick Hawkins  
A93F306A40954A6... Controller