



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Meeting Agenda - Final

### Board of Public Works

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Monday, September 19, 2022

10:00 AM

Council Chambers  
City Hall, First Floor

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*The Board of Public Works meeting is open for attendance in person. The meeting will also be available through video conferencing. The meeting can be viewed by clicking this link (or typing the URL in your web browser address bar):*

*<https://stream.lifesizecloud.com/extension/4912386/d03f0fa0-d3ae-441f-b758-981412510a4a>*

*If you wish to speak on an agenda item, you can do so as part of the virtual meeting. Contact the City Clerk at the email or phone number below so we can provide you with the necessary information to join.*

*Members of the public who would like to provide written comments on any agenda may do so by emailing [cityclerk@cityoflacrosse.org](mailto:cityclerk@cityoflacrosse.org), using a drop box outside of City Hall or mailing the City Clerk, 400 La Crosse Street, La Crosse WI 54601. Questions, call 608-789-7510 (press 5).*

#### Call to Order

#### Roll Call

#### Approval of Minutes

#### Agenda Items:

- 1      [22-1203](#)      Bidder's Proof of Responsibility.
- 2      [22-1191](#)      Construction Contract Change Order.  
  
                 Attachments: [Hagar St CO #2](#)
- 3      [22-1185](#)      Metro Fibernet SPP request to place fiber optics in ROW at 22nd, Adams, Losey and Farnam Streets.  
  
                 Attachments: [Metro Fibernet SPP Application for Fiber Optics in ROW at 22nd Adams Losey ;](#)  
                                 [Metro Fibernet SPP Plans for Fiber Optics in ROW at 22nd Adams Losey and F](#)
- 4      [22-1186](#)      Metro Fibernet SPP request for fiber optics in ROW at 23rd and Ferry Street.  
  
                 Attachments: [Metro Fibernet Application for Fiber Optics in ROW at 23rd and Ferry Street](#)  
                                 [Metro Fibernet Plans for Fiber Optics in ROW at 23rd and Ferry Street](#)
- 5      [22-1187](#)      Metro Fibernet SPP request for fiber optics in ROW at Commerce, Enterprise and Hauser Streets.  
  
                 Attachments: [Metro Fibernet SPP Application for Fiber Optics in ROW at Commerce Enterprise](#)  
                                 [Metro Fibernet SPP Plans for Fiber Optics in ROW at Commerce Enterprise and](#)

- 6      [22-1188](#)      Metro Fibernet SPP request for fiber optics in ROW at Oak Street and Gillette Place.  
                 Attachments: [Metro Fibernet SPP Application for Fiber Optics in ROW at Oak Street and Gillette Place](#)  
   [Metro Fibernet SPP Plans for Fiber Optics in ROW at Oak Street and Gillette Place](#)
- 7      [22-1189](#)      Metro Fibernet SPP request for fiber optics in ROW on Clinton Street from Charles to George Streets.  
                 Attachments: [Metro Fibernet Application for Fiber Optics in ROW at Clinton Charles and George Streets](#)  
   [Metro Fibernet Plans for Fiber Optics in ROW at Clinton Charles and George Streets](#)

## 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, Rebecca Schwarz, Chris Kahlow, Andrea Trane, Matt Gallagher.**



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 22-1203

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**Agenda Date:** 9/19/2022

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Public Works

**File Type:** General Item

**Agenda Number:** 1



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 22-1191

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**Agenda Date:** 9/19/2022

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Public Works

**File Type:** General Item

**Agenda Number:** 2



**CONTRACT CHANGE ORDER**No. 2

Date 7/15/2022

EDF # 21-047

Contract No. Pave-2021-54 for the following public work: Hagar Street Extension between Gerke Excavating, Inc. and the City of La Crosse, dated 10/07/2021, is hereby changed in the following particulars, to-wit:

The following specific work is hereby eliminated from such contract:

The following specific work is hereby added to such contract:

- Exploratory & Extra Utility Work – George Street \$16,260.30
- Traffic Control – St Cloud Street Watermain Connection \$6,118.73
- Zero-cost extended completion date of August 12<sup>th</sup>, 2022 for 11 weeks to October 28<sup>th</sup>, 2022. This includes milestone dates of:
  - July 29<sup>th</sup>, 2022 for completion of curb & gutter, drive apron, and sidewalk along George Street intersection
  - August 31<sup>st</sup>, 2022 for completion of the watermain connection in St Cloud Street, including full road opening

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

|   |                     |
|---|---------------------|
| Contract -----  | \$424,090.26        |
| Contingency -----   | \$43,613.53         |
| Net Previous Change Orders -----                              | \$0.00              |
| Decrease by eliminations (this C.O.) -----                    | \$                  |
| Increase by additions (this C.O.) -----                       | \$22,379.03         |
| Net <del>Deductions</del> or Additions (Strike out one) ----- | \$22,379.03         |
| <b>Revised Contract Total</b> -----                           | <b>\$446,469.29</b> |

Gerke Excavating, LLC  
NAME OF CONTRACTOR

Kyler 7/15/22  
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...

DocuSigned by:

Dan DeGier

C5134A8A54494EF...

Budget Analyst

Controller



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 22-1185

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**Agenda Date:** 9/19/2022

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Public Works

**File Type:** General Item

**Agenda Number:** 3



**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: Metro Fibernet LLC.

Address: 149 Causeway Blvd City: \_\_\_\_\_ State: WI Zip: 54603

Phone # 715-8282727 Email Address Gary.Shilts@metronet.com

Application Preparer (if different from above) \_\_\_\_\_

Relationship with Owner: \_\_\_\_\_

Phone # \_\_\_\_\_ Email Address \_\_\_\_\_

**Description of Proposed Encroachment:**

See print package please: Fiber Optics Cable

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

Farnam St to 22nd Dr (UG) WILC-FR03 Ring

*22nd, Adams, Losey & Farnam Streets*

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: Gary G Shilts Date: \_\_\_\_\_

Print Name and Title: Gary G Shilts, Project Controls Manager

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.**

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**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 ☒

**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**

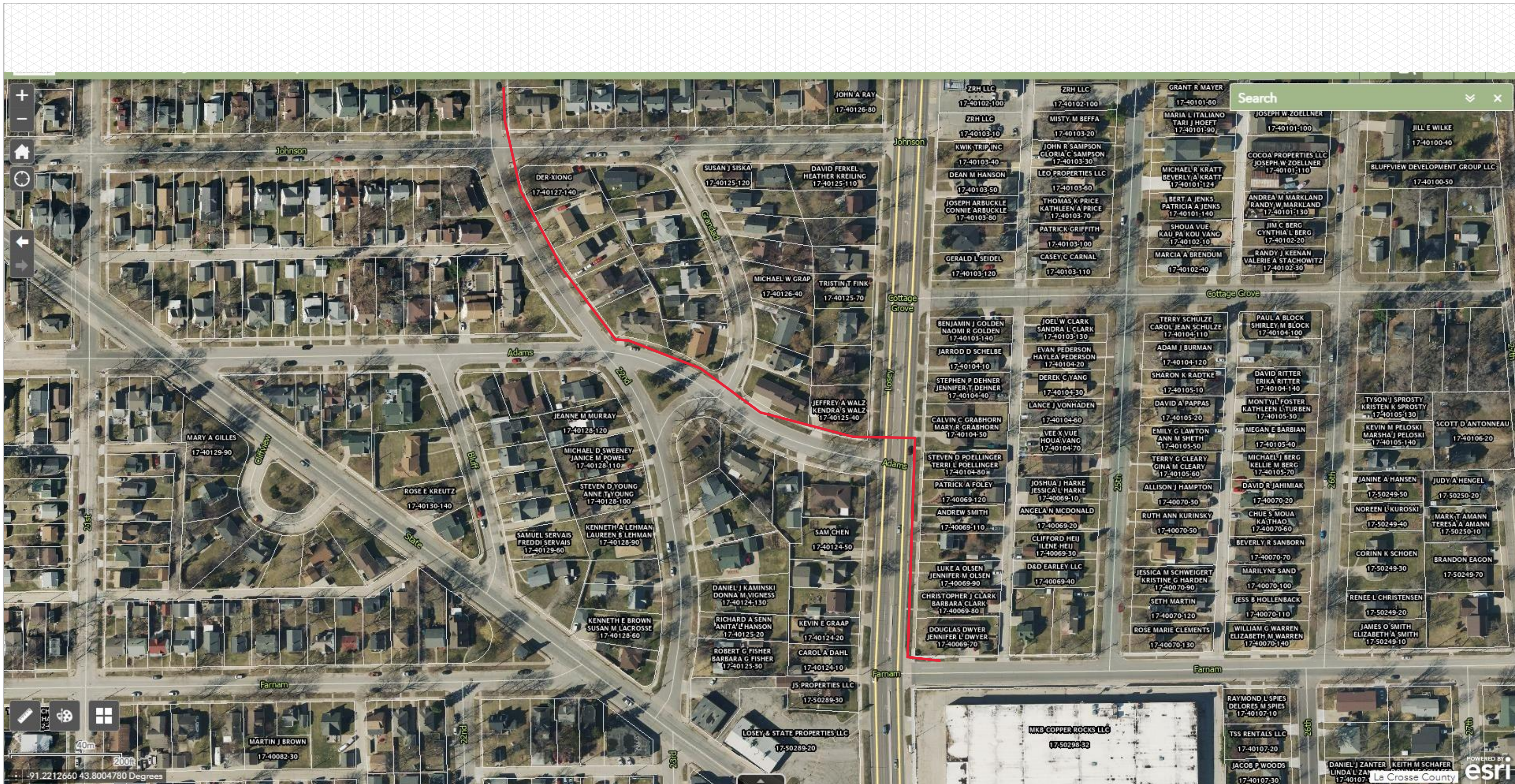
### **City of La Crosse Engineering Department**

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.







GENERAL CONSTRUCTION NOTES

1. ALL UNDERGROUND WILL BE STANDARD (2) 1-1/4" I.D. SDR=13.5 ROLLED DUCT UNLESS OTHERWISE SPECIFIED WITHIN DESIGN DRAWINGS OR APPROVED BY METRONET (MNT) CONSTRUCTION MANAGER. IF THERE IS NO DUCT/CONDUIT SYMBOL ALONG TRENCH LINE IN DESIGN, THE TRENCH FOOTAGE IS ONLY FOR REFERENCE FOR FUTURE GROWTH AND SHOULD NOT BE BUILT UNTIL A REVISION IS RELEASED.
2. ALL AERIAL STRAND WILL BE SHOWN IN DESIGN AS IN THE LEGEND. NON STRAND SHALL NOT BE STRANDED UNLESS NOTED ON DRAWING FOR ANCHOR PLACEMENT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES 72-HOURS PRIOR TO CONSTRUCTION. IN CASES OF WILLFUL OR CARELESS DESTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION WITH FINAL APPROVAL FROM METRONET CONSTRUCTION MANAGER.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL RAILROAD COMMUNICATION AND SIGNAL CABLES A MINIMUM OF 48-HOURS PRIOR TO CONSTRUCTION.
5. ALL HANDHOLES SHALL BE BURIED WITH THE COVER FLUSH TO THE GROUND ELEVATION.
6. SHORING MAY BE REQUIRED AND SHALL COMPLY WITH O.S.H.A. STANDARDS.
7. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE METRONET CONSTRUCTION MANAGER OF ANY ACCIDENTS. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL FEDERAL, STATE AND LOCAL SAFETY REQUIREMENTS INCLUDING THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970. THE CONTRACTOR SHALL ALWAYS EXERCISE CAUTION FOR THE PROTECTION OF PERSONS (INCLUDING EMPLOYEES) AND PROPERTY. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO INITIATE, MAINTAIN AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, INCLUDING THE REQUIREMENTS FOR CONFINED SPACES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PROPERTY DAMAGE OR DISTURBED AREAS, BOTH RESIDENTIAL, AND/OR COMMERCIAL DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RESTORATIONS TO EQUAL OR BETTER CONDITION THAN EXISTED BEFORE CONSTRUCTION. ADDITIONALLY, NON-RUBBER TIRED VEHICLES SHALL NOT BE MOVED ON OR ACROSS PUBLIC STREETS OR HIGHWAYS WITHOUT WRITTEN PERMISSION OF METRONET.
9. THE CONTRACTOR WILL BE RESPONSIBLE FOR DAILY WORK SITE CLEANUP. TRACKING OF SPILLING MUD, DIRT OR DEBRIS UPON STREETS, RESIDENTIAL OR COMMERCIAL DRIVES, SIDEWALKS OR BIKE PATHS IS PROHIBITED. ANY SUCH OCCURRENCE SHALL BE CLEANED UP IMMEDIATELY BY THE CONTRACTOR AT NO COST TO METRONET. IF THE CONTRACTOR FAILS TO REMOVE SUCH MUD, DIRT, DEBRIS OR SPILLAGE, METRONET RESERVES THE RIGHT TO REMOVE THESE MATERIALS AND CLEAN AFFECTED AREAS, THE COST OF WHICH SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
10. CONTRACTOR SHALL FOLLOW ALL D.O.T. SAFETY REQUIREMENTS. IN ADDITION, THE FOLLOWING SUPPLEMENTAL REFERENCED SPECIFICATIONS SHALL BE OBSERVED:
  - i. Occupational Safety and Health Code (OSHA) – (latest edition).
  - ii. Applicable power and telephone pole attachment agreements.
  - iii. Applicable city, county and state ordinances.
  - iv. National Electric Safety Code (latest edition).
  - v. National Electric Code (latest edition).
  - vi. Applicable government agencies for safety and health for the work force.
  - vii. Manufacturer's specifications.
11. THE CONTRACTOR SHALL TRIM ONLY THE LIMBS THAT INHIBIT FIBER OPTIC CABLE PLACEMENT AND IN ACCORDANCE WITH LOCAL GOVERNING AGENCY. ALL SIGNS, LANDSCAPING, STRUCTURES OR OTHER APPURTENANCES WITHIN THE RIGHT OF WAY WHICH IS DISTURBED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED OR REPAIRED TO THE SATISFACTION OF METRONET AND THE GOVERNING JURISDICTIONAL AUTHORITY. THE COST OF THIS WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
12. THE CONTRACTOR SHALL PLACE BARRICADES AROUND OPEN TRENCHES AND EQUIPMENT.
13. NO ADDITIONAL CABLE CUTS WILL BE ADDED WITHOUT PRIOR APPROVAL OF THE METRONET CONSTRUCTION MANAGER. SHOULD THE FIBER WORK NEED TO BE CONTINUED TO THE NEXT DAY AND THE FIBER LEFT OVERNIGHT, THE SECURITY OF THE FIBER SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
14. ALL WORK TO BE PERFORMED IN STRICT ACCORDANCE WITH ALL REQUIREMENTS OF ANY REGULATING GOVERNMENT AGENCY OR THE RIGHT OF WAY GRANTOR. MUNICIPAL, COUNTY, STATE OR FEDERAL REGULATIONS MAY ALTER CONSTRUCTION SPECIFICATIONS IN SOME AREAS. IF CONTRACTOR REQUESTS A DEVIATION FROM THE CONSTRUCTIONS SPECIFICATIONS, SUCH REQUEST MUST BE DONE IN WRITING. NO WORK SHALL PROCEED WITH SUCH DEVIATION UNTIL CONTRACTOR HAS RECEIVED APPROVAL FROM METRONET AND ANY AFFECTED JURISDICTIONAL AUTHORITY WHEN APPLICABLE.
15. THE OWNER RESERVES THE RIGHT TO CHANGE OR REVISE THE CONSTRUCTION SPECIFICATIONS TO ADAPT TO LOCAL CONDITIONS OR DATA NECESSARY TO SECURE COMPLETION OF THE WORK. IN SUCH CASE, THE CONTRACTOR SHALL BE NOTIFIED IN WRITING.
16. IN CASE OF DISCREPANCY OR OMISSIONS, METRONET SHALL BE CONSULTED FOR ADJUSTMENTS OF ANY COMPLICATIONS RESULTING FROM THE DISCREPANCY OR OMISSION.
17. THE CONTRACTORS WORK SHALL INCLUDE BUT IS NOT LIMITED TO, UNLOADING, HAULING, STORING AND PROTECTING ALL METRONET FURNISHED MATERIAL FROM THE DELIVERY POINT THROUGH FINAL ACCEPTANCE OF THE WORK.
18. THE CONTRACTOR SHALL PROVIDE, CONSTRUCT AND MAINTAIN ALL ACCESS ROADS, ACCESS ROAD IMPROVEMENTS, FENCES AND GATES REQUIRED BY THE CONTRACTOR IN THE EXECUTION OF THE WORK.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LOADING AND UNLOADING REQUIRED TO RETURN ANY MATERIALS TO METRONET. METRONET SHALL ISSUE SPECIFIC INSTRUCTIONS FOR THE RETURN OF THE MATERIAL BY THE CONTRACTOR.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING A SUPERVISOR ON-SITE AT ALL TIMES. METRONET RESERVES THE RIGHT TO INSPECT THE WORK FOR COMPLIANCE AND DEFECTS.

Directional Bore

- 1.25" conduits
- count Fiber Cable
- Handholes 30x48x24
- B Utility Boxes 17x30x18
- Terminal Boxes 13x24x15
- Drop Boxes 11x11x12



-Drop Box



-Terminal Box



-HandHole



-B Utility Box

Proposed Fiber Route



ROW/Property Boundry



Water



Sanitary



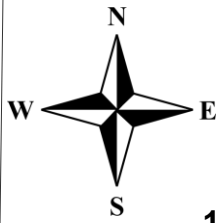
Storm



Total Underground footage  
feet




Revised  
Apr 13,  
2022








|  |                            |                           |   |  |                |
|--|----------------------------|---------------------------|---|--|----------------|
|  | Drawn By<br>Taran Welchlin | Revised<br>Sep 2,<br>2022 | Drawing Title<br>Farnam to 22nd Feeder ring<br>03 segment | Description<br>Farnam to 22nd Feeder ring 03 segment<br>permit application | Page<br>1 of 6 |
|--|----------------------------|---------------------------|---|--|----------------|





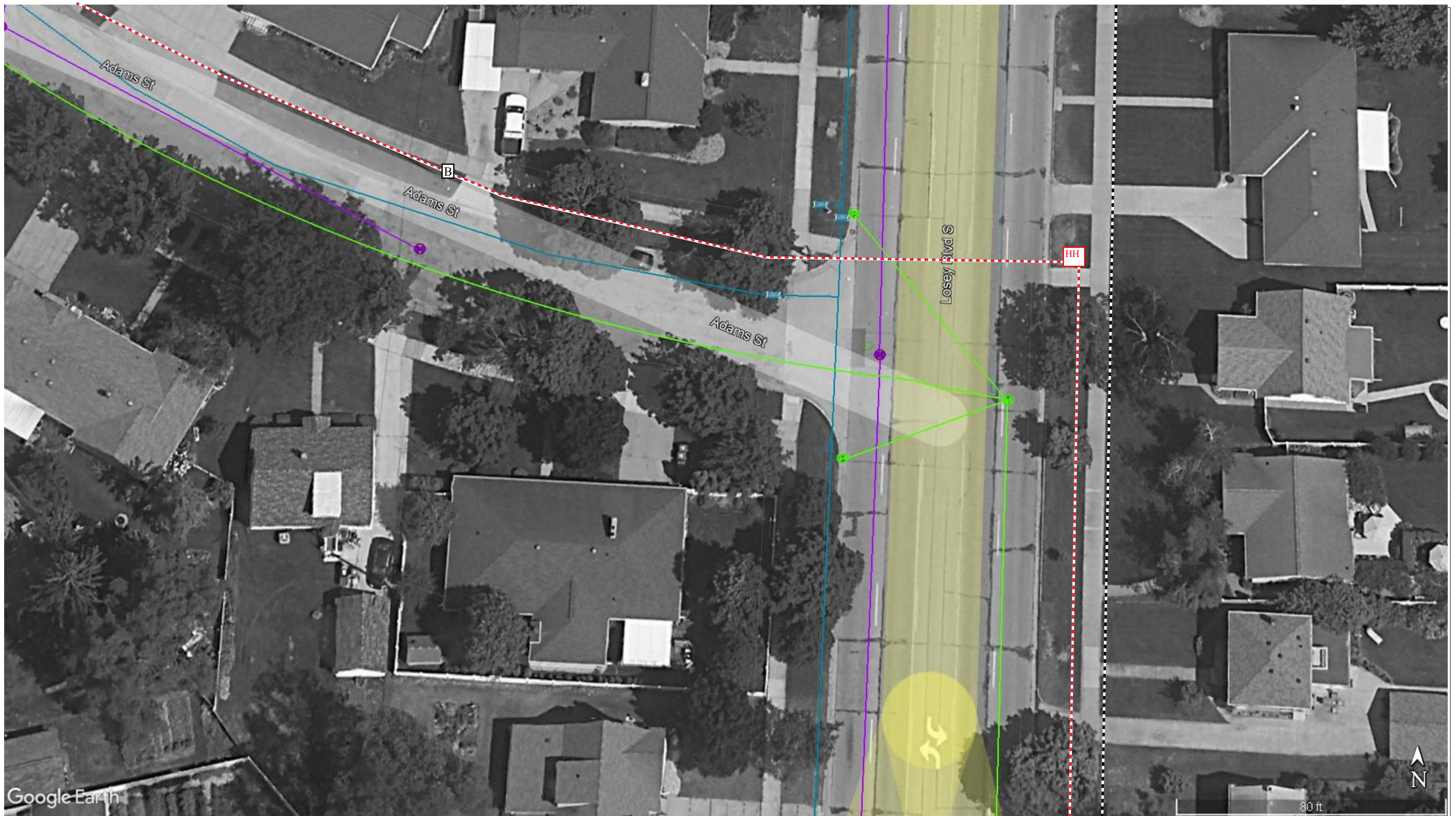
|  |                            |                            |   |  |                |
|--|----------------------------|----------------------------|---|--|----------------|
|  | Drawn By<br>Taran Welchlin | Revised<br>Aug 26,<br>2022 | Drawing Title<br>Farnam to 22nd Feeder ring<br>03 segment | Description<br>Farnam to 22nd Feeder ring 03 segment<br>permit application | Page<br>2 of 6 |
|--|----------------------------|----------------------------|---|--|----------------|





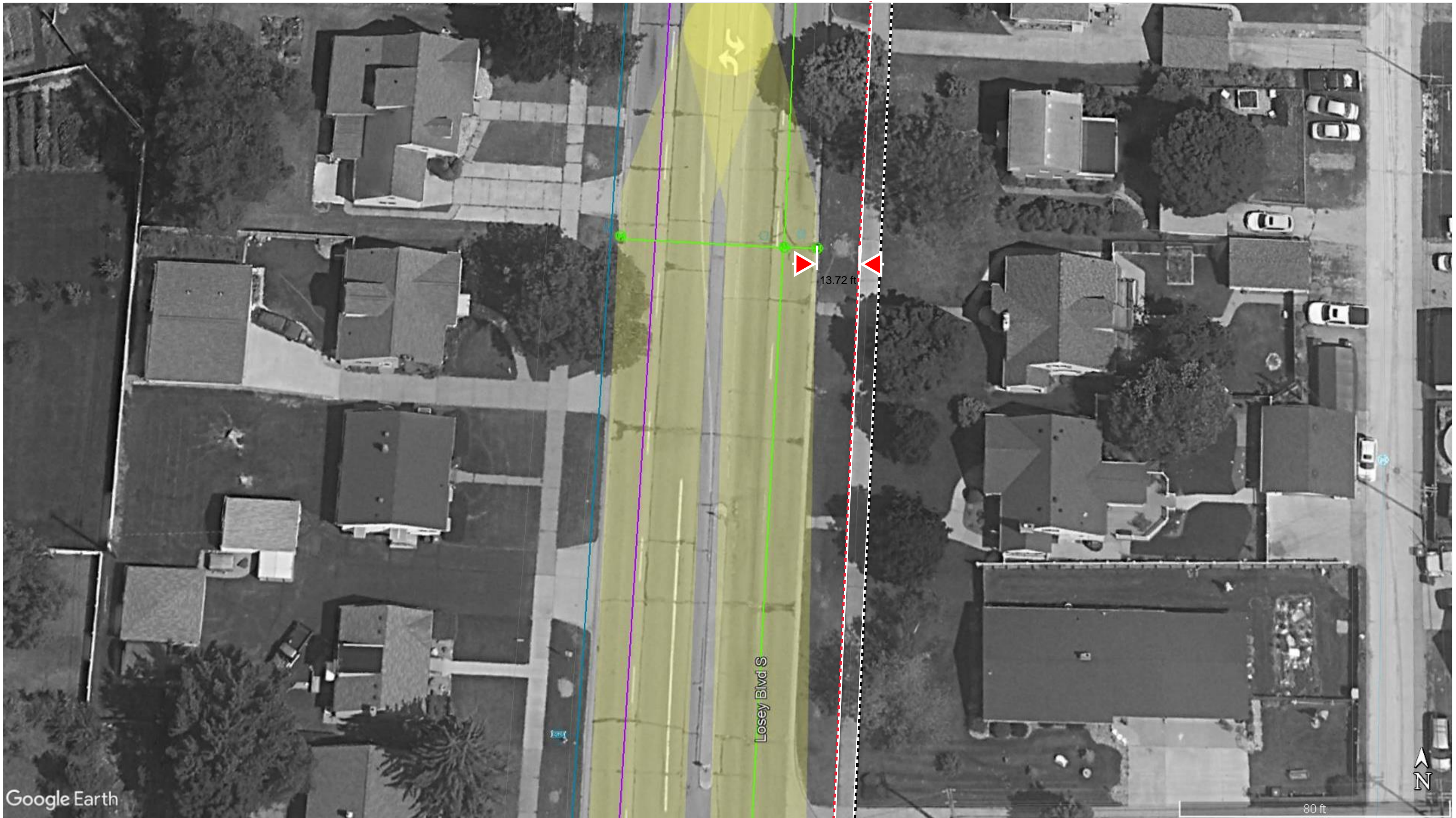
| METRONET<br>Construction Communication Plan | Drawn By<br>Taran Welchlin | Revised<br>Aug 26,<br>2022 | Drawing Title<br>Farnam to 22nd Feeder ring<br>03 segment | Description<br>Farnam to 22nd Feeder ring 03 segment<br>permit application | Page<br>3 of 6 |
|---|----------------------------|----------------------------|---|--|----------------|
|---|----------------------------|----------------------------|---|--|----------------|





| METRONET<br>Construction Communication Plan | Drawn By<br>Taran Welchlin | Revised<br>Aug 26,<br>2022 | Drawing Title<br>Farnam to 22nd Feeder ring<br>03 segment | Description<br>Farnam to 22nd Feeder ring 03 segment<br>permit application | Page<br>4 of 6 |
|---|----------------------------|----------------------------|---|--|----------------|
|---|----------------------------|----------------------------|---|--|----------------|






| METRONET<br>Construction Communication Plan | Drawn By<br>Taran Welchlin | Revised<br>Aug 26,<br>2022 | Drawing Title<br>Farnam to 22nd Feeder ring<br>03 segment | Description<br>Farnam to 22nd Feeder ring 03 segment<br>permit application | Page<br>5 of 6 |
|---|----------------------------|----------------------------|---|--|----------------|
|---|----------------------------|----------------------------|---|--|----------------|





|  |                            |                            |   |  |                |
|--|----------------------------|----------------------------|---|--|----------------|
|  | Drawn By<br>Taran Welchlin | Revised<br>Aug 26,<br>2022 | Drawing Title<br>Farnam to 22nd Feeder ring<br>03 segment | Description<br>Farnam to 22nd Feeder ring 03 segment<br>permit application | Page<br>6 of 6 |
|--|----------------------------|----------------------------|---|--|----------------|



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 22-1186

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**Agenda Date:** 9/19/2022

**Version:** 2

**Status:** Agenda Ready

**In Control:** Board of Public Works

**File Type:** General Item

**Agenda Number:** 4



**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: Metro Fibernet LLC.  
Address: 149 Causeway Blvd City: \_\_\_\_\_ State: WI Zip: 54603  
Phone # 715-8282727 Email Address Gary.Shilts@metronet.com

Application Preparer (if different from above) \_\_\_\_\_  
Relationship with Owner: \_\_\_\_\_  
Phone # \_\_\_\_\_ Email Address \_\_\_\_\_

**Description of Proposed Encroachment:**

See print package please: Fiber Optics Cable

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

23rd St to Ferry St (UG) WILC-FR03 Ring

*23rd + Ferry Streets*

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: Gary G Shilts Date: 9/8/22  
Print Name and Title: Gary G Shilts, Project Controls Manager

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 ☒

**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**

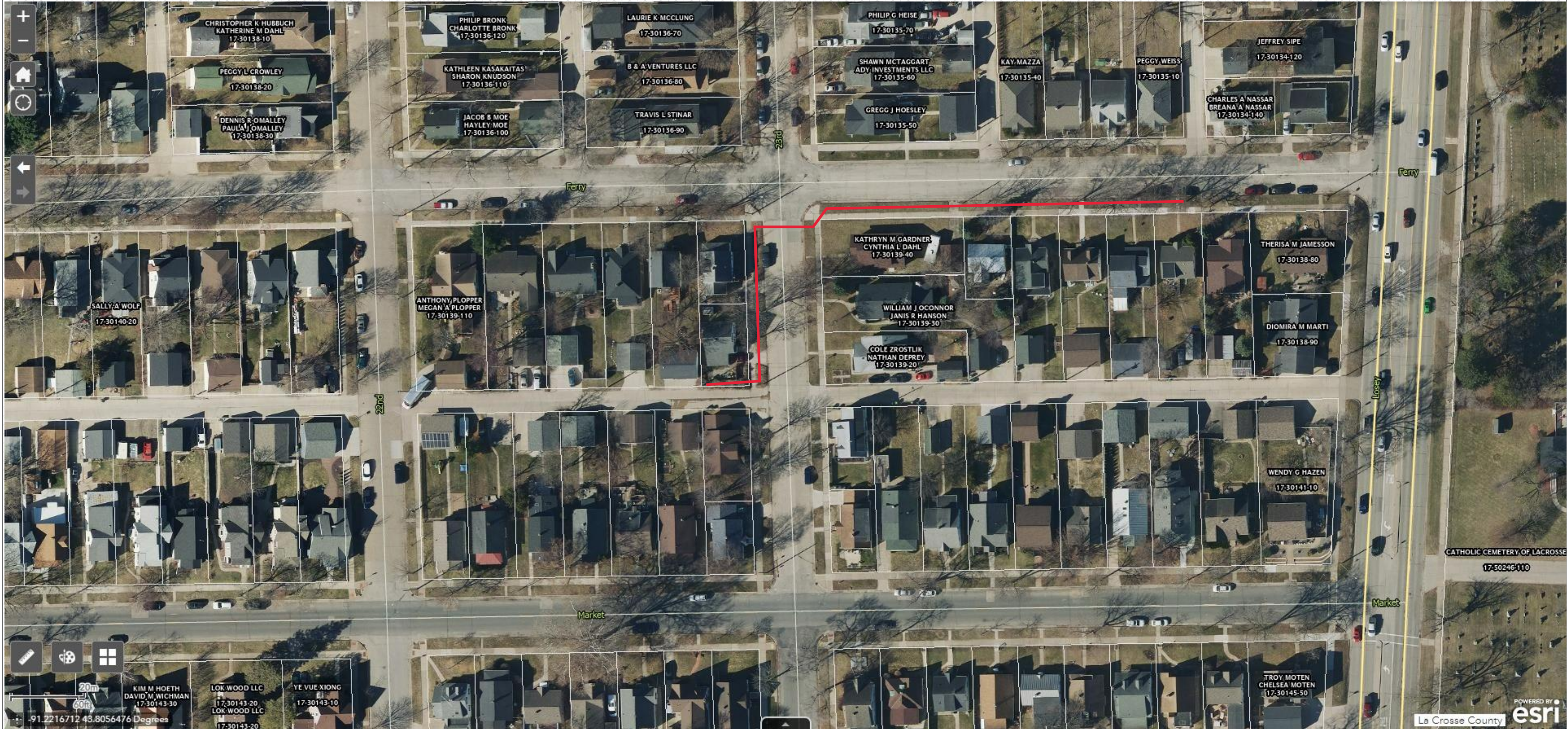
### **City of La Crosse Engineering Department**

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.







GENERAL CONSTRUCTION NOTES

1.

ALL UNDERGROUND WILL BE STANDARD (2) 1-1/4" I.D. SDR=13.5 ROLLED DUCT UNLESS OTHERWISE SPECIFIED WITHIN DESIGN DRAWINGS OR APPROVED BY METRONET (MNT) CONSTRUCTION MANAGER. IF THERE IS NO DUCT/CONDUIT SYMBOL ALONG TRENCH LINE IN DESIGN, THE TRENCH FOOTAGE IS ONLY FOR REFERENCE FOR FUTURE GROWTH AND SHOULD NOT BE BUILT UNTIL A REVISION IS RELEASED.
2.

ALL AERIAL STRAND WILL BE SHOWN IN DESIGN AS IN THE LEGEND. NON STRAND SHALL NOT BE STRANDED UNLESS NOTED ON DRAWING FOR ANCHOR PLACEMENT.
3.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES 72-HOURS PRIOR TO CONSTRUCTION. IN CASES OF WILLFUL OR CARELESS DESTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION WITH FINAL APPROVAL FROM METRONET CONSTRUCTION MANAGER.
4.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL RAILROAD COMMUNICATION AND SIGNAL CABLES A MINIMUM OF 48-HOURS PRIOR TO CONSTRUCTION.
5.

ALL HANDHOLES SHALL BE BURIED WITH THE COVER FLUSH TO THE GROUND ELEVATION.
6.

SHORING MAY BE REQUIRED AND SHALL COMPLY WITH O.S.H.A. STANDARDS.
7.

THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE METRONET CONSTRUCTION MANAGER OF ANY ACCIDENTS. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL FEDERAL, STATE AND LOCAL SAFETY REQUIREMENTS INCLUDING THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970. THE CONTRACTOR SHALL ALWAYS EXERCISE CAUTION FOR THE PROTECTION OF PERSONS (INCLUDING EMPLOYEES) AND PROPERTY. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO INITIATE, MAINTAIN AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, INCLUDING THE REQUIREMENTS FOR CONFINED SPACES.
8.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PROPERTY DAMAGE OR DISTURBED AREAS, BOTH RESIDENTIAL, AND/OR COMMERCIAL DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RESTORATIONS TO EQUAL OR BETTER CONDITION THAN EXISTED BEFORE CONSTRUCTION. ADDITIONALLY, NON-RUBBER TIRED VEHICLES SHALL NOT BE MOVED ON OR ACROSS PUBLIC STREETS OR HIGHWAYS WITHOUT WRITTEN PERMISSION OF METRONET.
9.

THE CONTRACTOR WILL BE RESPONSIBLE FOR DAILY WORK SITE CLEANUP. TRACKING OF SPILLING MUD, DIRT OR DEBRIS UPON STREETS, RESIDENTIAL OR COMMERCIAL DRIVES, SIDEWALKS OR BIKE PATHS IS PROHIBITED. ANY SUCH OCCURRENCE SHALL BE CLEANED UP IMMEDIATELY BY THE CONTRACTOR AT NO COST TO METRONET. IF THE CONTRACTOR FAILS TO REMOVE SUCH MUD, DIRT, DEBRIS OR SPILLAGE, METRONET RESERVES THE RIGHT TO REMOVE THESE MATERIALS AND CLEAN AFFECTED AREAS, THE COST OF WHICH SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
10.

CONTRACTOR SHALL FOLLOW ALL D.O.T. SAFETY REQUIREMENTS. IN ADDITION, THE FOLLOWING SUPPLEMENTAL REFERENCED SPECIFICATIONS SHALL BE OBSERVED:

i.

Occupational Safety and Health Code (OSHA) – (latest edition).

ii.

Applicable power and telephone pole attachment agreements.

iii.

Applicable city, county and state ordinances.

iv.

National Electric Safety Code (latest edition).

v.

National Electric Code (latest edition).

vi.

Applicable government agencies for safety and health for the work force.

vii.

Manufacturer's specifications.
11.

THE CONTRACTOR SHALL TRIM ONLY THE LIMBS THAT INHIBIT FIBER OPTIC CABLE PLACEMENT AND IN ACCORDANCE WITH LOCAL GOVERNING AGENCY. ALL SIGNS, LANDSCAPING, STRUCTURES OR OTHER APPURTENANCES WITHIN THE RIGHT OF WAY WHICH IS DISTURBED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED OR REPAIRED TO THE SATISFACTION OF METRONET AND THE GOVERNING JURISDICTIONAL AUTHORITY. THE COST OF THIS WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
12.

THE CONTRACTOR SHALL PLACE BARRICADES AROUND OPEN TRENCHES AND EQUIPMENT.
13.

NO ADDITIONAL CABLE CUTS WILL BE ADDED WITHOUT PRIOR APPROVAL OF THE METRONET CONSTRUCTION MANAGER. SHOULD THE FIBER WORK NEED TO BE CONTINUED TO THE NEXT DAY AND THE FIBER LEFT OVERNIGHT, THE SECURITY OF THE FIBER SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
14.

ALL WORK TO BE PERFORMED IN STRICT ACCORDANCE WITH ALL REQUIREMENTS OF ANY REGULATING GOVERNMENT AGENCY OR THE RIGHT OF WAY GRANTOR. MUNICIPAL, COUNTY, STATE OR FEDERAL REGULATIONS MAY ALTER CONSTRUCTION SPECIFICATIONS IN SOME AREAS. IF CONTRACTOR REQUESTS A DEVIATION FROM THE CONSTRUCTIONS SPECIFICATIONS, SUCH REQUEST MUST BE DONE IN WRITING. NO WORK SHALL PROCEED WITH SUCH DEVIATION UNTIL CONTRACTOR HAS RECEIVED APPROVAL FROM METRONET AND ANY AFFECTED JURISDICTIONAL AUTHORITY WHEN APPLICABLE.
15.

THE OWNER RESERVES THE RIGHT TO CHANGE OR REVISE THE CONSTRUCTION SPECIFICATIONS TO ADAPT TO LOCAL CONDITIONS OR DATA NECESSARY TO SECURE COMPLETION OF THE WORK. IN SUCH CASE, THE CONTRACTOR SHALL BE NOTIFIED IN WRITING.
16.

IN CASE OF DISCREPANCY OR OMISSIONS, METRONET SHALL BE CONSULTED FOR ADJUSTMENTS OF ANY COMPLICATIONS RESULTING FROM THE DISCREPANCY OR OMISSION.
17.

THE CONTRACTORS WORK SHALL INCLUDE BUT IS NOT LIMITED TO, UNLOADING, HAULING, STORING AND PROTECTING ALL METRONET FURNISHED MATERIAL FROM THE DELIVERY POINT THROUGH FINAL ACCEPTANCE OF THE WORK.
18.

THE CONTRACTOR SHALL PROVIDE, CONSTRUCT AND MAINTAIN ALL ACCESS ROADS, ACCESS ROAD IMPROVEMENTS, FENCES AND GATES REQUIRED BY THE CONTRACTOR IN THE EXECUTION OF THE WORK.
19.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LOADING AND UNLOADING REQUIRED TO RETURN ANY MATERIALS TO METRONET. METRONET SHALL ISSUE SPECIFIC INSTRUCTIONS FOR THE RETURN OF THE MATERIAL BY THE CONTRACTOR.
20.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING A SUPERVISOR ON-SITE AT ALL TIMES. METRONET RESERVES THE RIGHT TO INSPECT THE WORK FOR COMPLIANCE AND DEFECTS.

Directional Bore

- 1.25" conduits
- count Fiber Cable
- Handholes 30x48x24
- B Utility Boxes 17x30x18
- Terminal Boxes 13x24x15
- Drop Boxes 11x11x12



-Drop Box



-Terminal Box



-HandHole



-B Utility Box

Proposed Fiber Route



ROW/Property Boundry



Water



Sanitary



Storm



Total Underground footage  
feet




Revised  
Apr 13,  
2022







|  |                            |                            |  |   |                |
|--|----------------------------|----------------------------|--|---|----------------|
|  | Drawn By<br>Taran Welchlin | Revised<br>Aug 26,<br>2022 | Drawing Title<br>From 23rd st to Ferry st feeder<br>ring 3 permit application. | Description<br>23rd st to Ferry st feeder ring 3 segment. | Page<br>1 of 2 |
|--|----------------------------|----------------------------|--|---|----------------|





|  |                            |                            |  |   |                |
|--|----------------------------|----------------------------|--|---|----------------|
|  | Drawn By<br>Taran Welchlin | Revised<br>Aug 26,<br>2022 | Drawing Title<br>From 23rd st to Ferry st feeder<br>ring 3 permit application. | Description<br>23rd st to Ferry st feeder ring 3 segment. | Page<br>2 of 2 |
|--|----------------------------|----------------------------|--|---|----------------|



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 22-1187

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**Agenda Date:** 9/19/2022

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Public Works

**File Type:** General Item

**Agenda Number:** 5





**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: Metro Fibernet LLC.

Address: 149 Causeway Blvd City: \_\_\_\_\_ State: WI Zip: 54603

Phone # 715-8282727 Email Address Gary.Shilts@metronet.com

Application Preparer (if different from above) \_\_\_\_\_

Relationship with Owner: \_\_\_\_\_

Phone # \_\_\_\_\_ Email Address \_\_\_\_\_

**Description of Proposed Encroachment:**

See print package please: Fiber Optics Cable

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

Hauser St to Commerce

*Commerce-Enterprise and Hauser Streets*

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: Gary G Shilts Date: 9/8/22

Print Name and Title: Gary G Shilts, Project Controls Manager

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



**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.







GENERAL CONSTRUCTION NOTES

1. ALL UNDERGROUND WILL BE STANDARD (2) 1-1/4" I.D. SDR=13.5 ROLLED DUCT UNLESS OTHERWISE SPECIFIED WITHIN DESIGN DRAWINGS OR APPROVED BY METRONET (MNT) CONSTRUCTION MANAGER. IF THERE IS NO DUCT/CONDUIT SYMBOL ALONG TRENCH LINE IN DESIGN, THE TRENCH FOOTAGE IS ONLY FOR REFERENCE FOR FUTURE GROWTH AND SHOULD NOT BE BUILT UNTIL A REVISION IS RELEASED.
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  - ii. Applicable power and telephone pole attachment agreements.
  - iii. Applicable city, county and state ordinances.
  - iv. National Electric Safety Code (latest edition).
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19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LOADING AND UNLOADING REQUIRED TO RETURN ANY MATERIALS TO METRONET. METRONET SHALL ISSUE SPECIFIC INSTRUCTIONS FOR THE RETURN OF THE MATERIAL BY THE CONTRACTOR.
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Directional Bore

- 1.25" conduits
- count Fiber Cable
- Handholes 30x48x24
- B Utility Boxes 17x30x18
- Terminal Boxes 13x24x15
- Drop Boxes 11x11x12



-Drop Box



-Terminal Box



-HandHole



-B Utility Box

Proposed Fiber Route



ROW/Property Boundry



Water



Sanitary



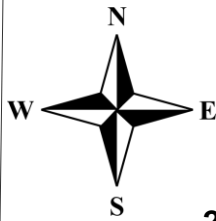
Storm



Total Underground footage  
feet



Revised  
Apr 13,  
2022







Drawn By  
Taran Welchlin

Revised  
Aug 26,  
2022


Drawing Title  
Permit application for  
Feeder ring 03

Description  
From Hauser st to Commerce

Page  
1 of 7





|  |                            |                            |   |   |                |
|--|----------------------------|----------------------------|---|---|----------------|
|  | Drawn By<br>Taran Welchlin | Revised<br>Aug 26,<br>2022 | Drawing Title<br>Permit application for<br>Feeder ring 03 | Description<br>From Hauser st to Commerce | Page<br>2 of 7 |
|--|----------------------------|----------------------------|---|---|----------------|






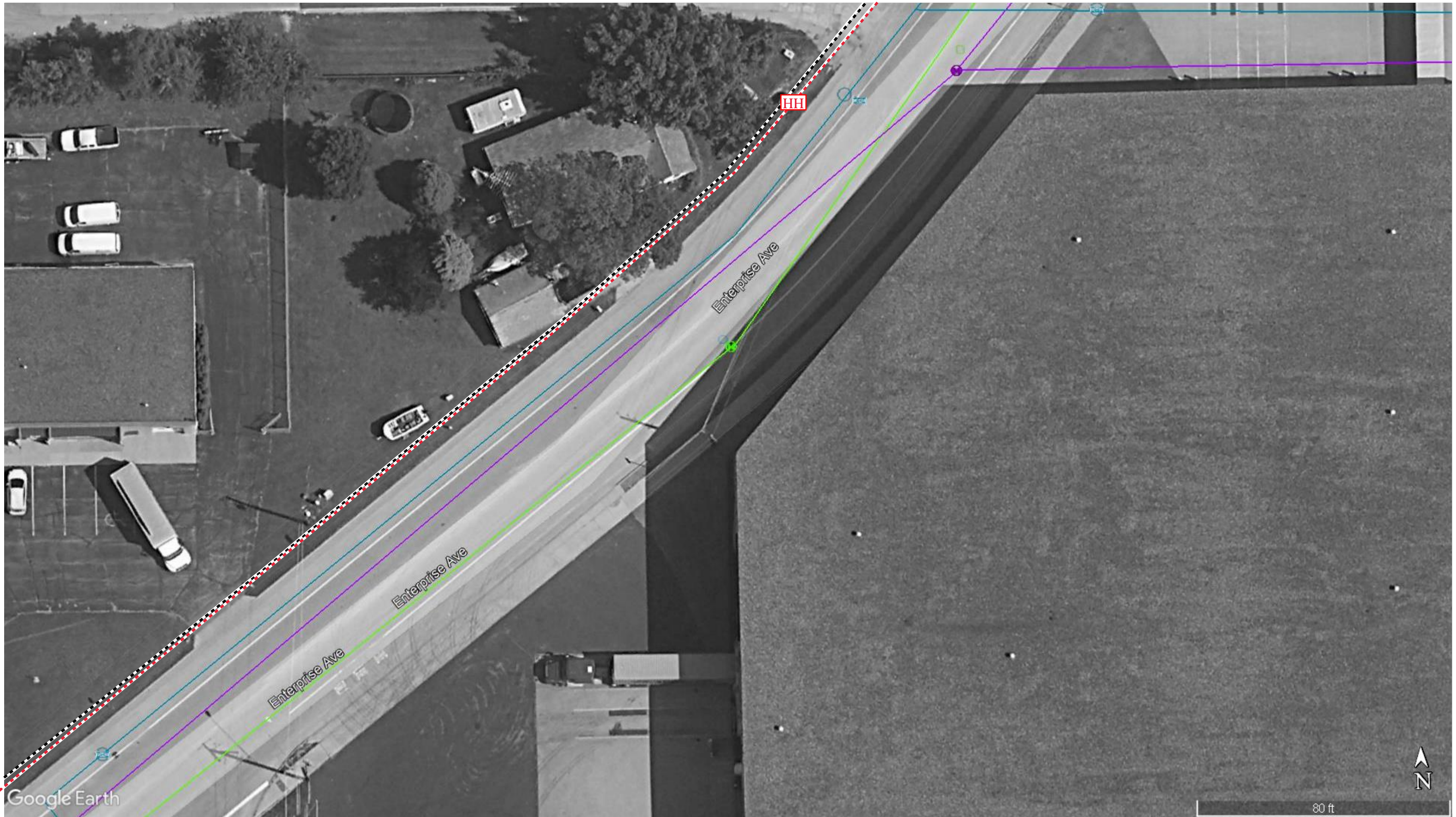
| METRONET<br>Construction Communication Plan | Drawn By<br>Taran Welchlin | Revised<br>Aug 26,<br>2022 | Drawing Title<br>Permit application for<br>Feeder ring 03 | Description<br>From Hauser st to Commerce | Page<br>3 of 7 |
|---|----------------------------|----------------------------|---|---|----------------|
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|--|------------------------------------|-------------------------------------|--|---|------------------------|
|  | <p>Drawn By<br/>Taran Welchlin</p> | <p>Revised<br/>Aug 26,<br/>2022</p> | <p>Drawing Title<br/>Permit application for<br/>Feeder ring 03</p> | <p>Description<br/>From Hauser st to Commerce</p> | <p>Page<br/>4 of 7</p> |
|--|------------------------------------|-------------------------------------|--|---|------------------------|






|  |                            |                            |   |   |                |
|--|----------------------------|----------------------------|---|---|----------------|
|  | Drawn By<br>Taran Welchlin | Revised<br>Aug 26,<br>2022 | Drawing Title<br>Permit application for<br>Feeder ring 03 | Description<br>From Hauser st to Commerce | Page<br>5 of 7 |
|--|----------------------------|----------------------------|---|---|----------------|









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|--|----------------------------|----------------------------|---|---|----------------|
|  | Drawn By<br>Taran Welchlin | Revised<br>Aug 26,<br>2022 | Drawing Title<br>Permit application for<br>Feeder ring 03 | Description<br>From Hauser st to Commerce | Page<br>7 of 7 |
|--|----------------------------|----------------------------|---|---|----------------|



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 22-1188

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**Agenda Date:** 9/19/2022

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Public Works

**File Type:** General Item

**Agenda Number:** 6





**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: Metro Fibernet LLC.

Address: 149 Causeway Blvd City: \_\_\_\_\_ State: WI Zip: 54603

Phone # 715-8282727 Email Address Gary.Shilts@metronet.com

Application Preparer (if different from above) \_\_\_\_\_

Relationship with Owner: \_\_\_\_\_

Phone # \_\_\_\_\_ Email Address \_\_\_\_\_

**Description of Proposed Encroachment:**

See print package please: Fiber Optics Cable

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

GillettePL. (UG) crossing Railway Tracks to Oak St WILC-FR03 Ring

*OAK Street + Gillette Place*

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: Gary G Shilts Date: \_\_\_\_\_

Print Name and Title: Gary G Shilts, Project Controls Manager

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



**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.
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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.
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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.



GENERAL CONSTRUCTION NOTES

1. ALL UNDERGROUND WILL BE STANDARD (2) 1-1/4" I.D. SDR=13.5 ROLLED DUCT UNLESS OTHERWISE SPECIFIED WITHIN DESIGN DRAWINGS OR APPROVED BY METRONET (MNT) CONSTRUCTION MANAGER. IF THERE IS NO DUCT/CONDUIT SYMBOL ALONG TRENCH LINE IN DESIGN, THE TRENCH FOOTAGE IS ONLY FOR REFERENCE FOR FUTURE GROWTH AND SHOULD NOT BE BUILT UNTIL A REVISION IS RELEASED.
2. ALL AERIAL STRAND WILL BE SHOWN IN DESIGN AS IN THE LEGEND. NON STRAND SHALL NOT BE STRANDED UNLESS NOTED ON DRAWING FOR ANCHOR PLACEMENT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES 72-HOURS PRIOR TO CONSTRUCTION. IN CASES OF WILLFUL OR CARELESS DESTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION WITH FINAL APPROVAL FROM METRONET CONSTRUCTION MANAGER.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL RAILROAD COMMUNICATION AND SIGNAL CABLES A MINIMUM OF 48-HOURS PRIOR TO CONSTRUCTION.
5. ALL HANDHOLES SHALL BE BURIED WITH THE COVER FLUSH TO THE GROUND ELEVATION.
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7. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE METRONET CONSTRUCTION MANAGER OF ANY ACCIDENTS. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL FEDERAL, STATE AND LOCAL SAFETY REQUIREMENTS INCLUDING THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970. THE CONTRACTOR SHALL ALWAYS EXERCISE CAUTION FOR THE PROTECTION OF PERSONS (INCLUDING EMPLOYEES) AND PROPERTY. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO INITIATE, MAINTAIN AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, INCLUDING THE REQUIREMENTS FOR CONFINED SPACES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PROPERTY DAMAGE OR DISTURBED AREAS, BOTH RESIDENTIAL, AND/OR COMMERCIAL DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RESTORATIONS TO EQUAL OR BETTER CONDITION THAN EXISTED BEFORE CONSTRUCTION. ADDITIONALLY, NON-RUBBER TIRED VEHICLES SHALL NOT BE MOVED ON OR ACROSS PUBLIC STREETS OR HIGHWAYS WITHOUT WRITTEN PERMISSION OF METRONET.
9. THE CONTRACTOR WILL BE RESPONSIBLE FOR DAILY WORK SITE CLEANUP. TRACKING OF SPILLING MUD, DIRT OR DEBRIS UPON STREETS, RESIDENTIAL OR COMMERCIAL DRIVES, SIDEWALKS OR BIKE PATHS IS PROHIBITED. ANY SUCH OCCURRENCE SHALL BE CLEANED UP IMMEDIATELY BY THE CONTRACTOR AT NO COST TO METRONET. IF THE CONTRACTOR FAILS TO REMOVE SUCH MUD, DIRT, DEBRIS OR SPILLAGE, METRONET RESERVES THE RIGHT TO REMOVE THESE MATERIALS AND CLEAN AFFECTED AREAS, THE COST OF WHICH SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
10. CONTRACTOR SHALL FOLLOW ALL D.O.T. SAFETY REQUIREMENTS. IN ADDITION, THE FOLLOWING SUPPLEMENTAL REFERENCED SPECIFICATIONS SHALL BE OBSERVED:
  - i. Occupational Safety and Health Code (OSHA) – (latest edition).
  - ii. Applicable power and telephone pole attachment agreements.
  - iii. Applicable city, county and state ordinances.
  - iv. National Electric Safety Code (latest edition).
  - v. National Electric Code (latest edition).
  - vi. Applicable government agencies for safety and health for the work force.
  - vii. Manufacturer's specifications.
11. THE CONTRACTOR SHALL TRIM ONLY THE LIMBS THAT INHIBIT FIBER OPTIC CABLE PLACEMENT AND IN ACCORDANCE WITH LOCAL GOVERNING AGENCY. ALL SIGNS, LANDSCAPING, STRUCTURES OR OTHER APPURTENANCES WITHIN THE RIGHT OF WAY WHICH IS DISTURBED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED OR REPAIRED TO THE SATISFACTION OF METRONET AND THE GOVERNING JURISDICTIONAL AUTHORITY. THE COST OF THIS WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
12. THE CONTRACTOR SHALL PLACE BARRICADES AROUND OPEN TRENCHES AND EQUIPMENT.
13. NO ADDITIONAL CABLE CUTS WILL BE ADDED WITHOUT PRIOR APPROVAL OF THE METRONET CONSTRUCTION MANAGER. SHOULD THE FIBER WORK NEED TO BE CONTINUED TO THE NEXT DAY AND THE FIBER LEFT OVERNIGHT, THE SECURITY OF THE FIBER SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
14. ALL WORK TO BE PERFORMED IN STRICT ACCORDANCE WITH ALL REQUIREMENTS OF ANY REGULATING GOVERNMENT AGENCY OR THE RIGHT OF WAY GRANTOR. MUNICIPAL, COUNTY, STATE OR FEDERAL REGULATIONS MAY ALTER CONSTRUCTION SPECIFICATIONS IN SOME AREAS. IF CONTRACTOR REQUESTS A DEVIATION FROM THE CONSTRUCTIONS SPECIFICATIONS, SUCH REQUEST MUST BE DONE IN WRITING. NO WORK SHALL PROCEED WITH SUCH DEVIATION UNTIL CONTRACTOR HAS RECEIVED APPROVAL FROM METRONET AND ANY AFFECTED JURISDICTIONAL AUTHORITY WHEN APPLICABLE.
15. THE OWNER RESERVES THE RIGHT TO CHANGE OR REVISE THE CONSTRUCTION SPECIFICATIONS TO ADAPT TO LOCAL CONDITIONS OR DATA NECESSARY TO SECURE COMPLETION OF THE WORK. IN SUCH CASE, THE CONTRACTOR SHALL BE NOTIFIED IN WRITING.
16. IN CASE OF DISCREPANCY OR OMISSIONS, METRONET SHALL BE CONSULTED FOR ADJUSTMENTS OF ANY COMPLICATIONS RESULTING FROM THE DISCREPANCY OR OMISSION.
17. THE CONTRACTORS WORK SHALL INCLUDE BUT IS NOT LIMITED TO, UNLOADING, HAULING, STORING AND PROTECTING ALL METRONET FURNISHED MATERIAL FROM THE DELIVERY POINT THROUGH FINAL ACCEPTANCE OF THE WORK.
18. THE CONTRACTOR SHALL PROVIDE, CONSTRUCT AND MAINTAIN ALL ACCESS ROADS, ACCESS ROAD IMPROVEMENTS, FENCES AND GATES REQUIRED BY THE CONTRACTOR IN THE EXECUTION OF THE WORK.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LOADING AND UNLOADING REQUIRED TO RETURN ANY MATERIALS TO METRONET. METRONET SHALL ISSUE SPECIFIC INSTRUCTIONS FOR THE RETURN OF THE MATERIAL BY THE CONTRACTOR.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING A SUPERVISOR ON-SITE AT ALL TIMES. METRONET RESERVES THE RIGHT TO INSPECT THE WORK FOR COMPLIANCE AND DEFECTS.

Directional Bore

- 1.25" conduits
- count Fiber Cable
- Handholes 30x48x24
- B Utility Boxes 17x30x18
- Terminal Boxes 13x24x15
- Drop Boxes 11x11x12



-Drop Box



-Terminal Box



-HandHole



-B Utility Box

Proposed Fiber Route



ROW/Property Boundry



Water



Sanitary



Storm



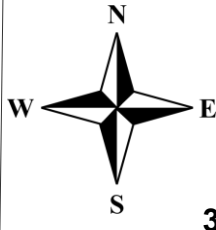
Total Underground footage  
feet



Drawn By  
*Gary Shilts*

Revised  
8/31/22

Permit Application  
For WILC-FR03







|  |                                |                           |  |  |                |
|--|--------------------------------|---------------------------|--|--|----------------|
|  | Drawn By<br><i>Gary Shilts</i> | Revised<br><b>8/31/22</b> | Drawing Title<br><b>Permit Application<br/>For WILC-FR03</b> | Description<br><b>Gillette PL Underground Conduit under<br/>Railway Crossing to Oak St</b> | Page<br>1 of 2 |
|--|--------------------------------|---------------------------|--|--|----------------|





|  |                                       |                           |   |   |                       |
|--|---------------------------------------|---------------------------|---|---|-----------------------|
|  | <b>Drawn By</b><br><i>Gary Shilts</i> | <b>Revised</b><br>8/31/22 | <b>Drawing Title</b><br>Permit Application for<br>WILC-FR03 | <b>Description</b><br><b>Gillette PL UnderGround conduit crossing<br/> Railway Tracks to Oak St</b> | <b>Page</b><br>1 of 3 |
|--|---------------------------------------|---------------------------|---|---|-----------------------|





# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 22-1189

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**Agenda Date:** 9/19/2022

**Version:** 1

**Status:** Agenda Ready

**In Control:** Board of Public Works

**File Type:** General Item

**Agenda Number:** 7









## **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.





Clinton st feeder ring 3 permit application overview.



Metronet will remain within 4ft from the rear of the sidewalk.









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Directional Bore

- 4 - 1.25" conduits
- 1 - 288 count Fiber Cable
- 2 - Handholes 30x48x24
- 0 - B Utility Boxes 17x30x18
- 0 - Terminal Boxes 13x24x15
- 0 - Drop Boxes 11x11x12

-  -Drop Box
-  -Terminal Box
-  -HandHole
-  -B Utility Box

Proposed Fiber Route



ROW/Property Boundry



Water



Sanitary



Storm



Total Underground footage  
745 feet



Revised  
Apr 13,  
2022







Drawn By  
Taran Welchlin

Revised  
Aug 26,  
2022

Drawing Title  
Clinton st feeder ring 3 permit  
application.

Description  
Clinton st feeder ring 3 segment.  
Metronet will remain within 4ft from the rear of the  
sidewalk.

Page  
1 of 2





Google Earth



Drawn By  
Taran Welchlin

Revised  
Aug 26,  
2022

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Clinton st feeder ring 3 permit  
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Clinton st feeder ring 3 segment.  
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Page  
2 of 2