



**Minutes**  
**Committee #3**  
**Transportation, Construction, Public Safety and Traffic**

**Committee #3 met Tuesday, May 17, 2016 at 4:00 pm in the City Hall Council Chambers, 30 West Central Street, Chippewa Falls, WI.**

Committee Members present: Paul Olson, CW King, and Brent Ford

Council Members present: Mayor Hoffman, John Monarski, Chuck Hull, Rob Kiefer, and Paul Nadreau

Others present: City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, Police Chief Matthew Kelm, Fire Chief Mike Hepfler, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, Assistant City Engineer Rob Krejci, Director of Chippewa Falls Main Street Teri Ouimette, Greg Bowe, Kara Goosens and Judy VanGuilder representing The Fill Inn Station, Dawn and Mike Bye of Bye the Willow, and City Clerk Bridget Givens

The meeting was called to order at 4:00 pm.

- 1. Discuss and consider Sidewalk Use Permit Application from Machine Tool Camp, 128 W River Street, to place benches and flower pots along the side of the building at the River Street entrance. Possible recommendations to Council.**

**Motion by Ford/King** to recommend Council approve the Sidewalk Use Permit Application from Machine Tool Camp, 128 W River Street, to place benches and flower pots along the side of the building at the River Street entrance. **All present voting aye, motion carried.**

- 2. Discuss and consider variance request from Judy Van Guilder (representing The Fill Inn Station) of Code Section, §12.03 (6) of the Chippewa Falls Municipal Code relative to music in Outdoor Beer Gardens. Possible recommendations to Council.**

City Attorney Ferg advised the Committee that there is no legal authority to grant a variance from an ordinance, unless the ordinance relates specifically to zoning. Attorney Ferg offered that an amendment could be made to the existing Beer Garden ordinance wherein deviation requests from the ordinance could be brought before the Council.

Discussion was had relative to the request from The Fill Inn Station to offer acoustic music in their beer garden area on designated evenings in the summer months, until approximately 10:00 pm. Following this discussion, the Committee felt that the Beer Garden ordinance should be reviewed in its entirety and that a meeting should be scheduled in the near future to address the ordinance.

**Motion by King/Ford** to table this item until the next Committee #3 meeting. **All present voting aye, motion carried.**

- 3. Discuss and consider Pedal Pub Proposal of Bye the Willow, 501 N High Street. Possible recommendations to Council.**

Dawn and Michael Bye presented their idea for a Pedal Pub in the City of Chippewa Falls. They would like to encourage family friendly routes to destinations in the City such as Irvine Park, Olson's Ice Cream, etc. In addition, they would offer transportation to different establishments in the City such as the new distillery and Leinenkugel's. They were of the opinion that based upon liability concerns, they would not allow consumption of fermented malt beverages on the pedal pub.

City Attorney Ferg advised that under current State Law, commercial quadricycles, wherein passengers are allowed to consume fermented malt beverages, are permissible. Municipalities can enact stricter regulations if they choose to prohibit consumption and/or operation.

Police Lt. Kelm expressed his concerns with traffic flow as the quadricycles only operate at a speed of approximately 5 mph.

The Committee requested that Dawn and Michael Bye come back to the Committee with a more defined business plan and provide a copy of the waiver that riders would sign.

**No action taken.**

**4. Discuss and consider various communications received relative to unsafe intersections, street conditions, and the potential use of additional street signage within the City. Possible recommendations to Council.**

City Engineer Rubenzer advised that when these communications were received last year, he responded to them directly. Rubenzer further stated that studies would have to be completed to determine traffic count, speed, etc. before any decisions could be made.

The Committee discussed the problem areas identified with the Committee agreeing that the intersection of Wagner and River Streets is an area of concern. The Committee directed the Engineering Department to perform a study of this intersection and bring the information back to Committee #3.

**No action taken.**

**5. Discuss what neighboring communities pay for ambulance services provided by the City. Possible recommendations to Council.**

Currently, the City is providing EMS services to Anson, Eagle Point and a portion of Tilden at a per capita rate of \$22.18. Our current agreement only provides for a consumer price index increase annually, which last year was \$0.15. This per capita rate is for EMS services only, and does not include Fire.

Councilor King feels that the City is supplementing the townships and would like to get a better handle on what the townships should be paying so the City is adequately recouping its costs. It was suggested that a detailed breakdown of the costs be done and a meeting be held with the townships so they can better understand the financial impact to the City.

**Motion by Ford/King** to recommend Council approve an increase in per capita fees to \$27.18 for 2017 with a review done for the following year. **All present voting aye, motion carried.**

**6. Discuss proposed Coverage Agreement between Meda-Care Ambulance and Chippewa Falls Fire & EMS (to be distributed prior to meeting). Possible recommendations to Council.**

City services are no longer being requested.

**No action taken.**

**7. Discuss and consider contract between Wisconsin Department of Agriculture, Trade, and Consumer Protection and Chippewa Falls Fire and EMS (to be distributed prior to meeting). Possible recommendations to Council.**

**Motion by King/Ford** to recommend Council approve the contract between Wisconsin Department of Agriculture, Trade, and Consumer Protection and Chippewa Falls Fire and EMS. **All present voting aye, motion carried.**

**8. Adjournment**

**Motion by Ford/King** to adjourn at 5:33 pm. **All present voting aye, motion carried.**

Minutes submitted by:

Paul Olson, Chair




# SIDEWALK USE PERMIT APPLICATION

<b>Name Of Applicant:</b> Machine Tool Camp	<b>Address Of Applicant:</b> 128 W. River
<b>Telephone Number:</b> (715) 797-4507	<b>Date And Length Of Time Requested For Use Of Sidewalk:</b> SPRING '16 → ongoing through FALL '16
<b>Description Of The Portion Of Sidewalk To Be Used:</b> Along side building <del>along</del> River Street entrance	
<b>Describe In Detail The Purpose For Which the Sidewalk Will Be Used:</b> Beautification & use: including (2) benches (standard size) and 2 or 3 pots of flowers. (similar to Main Street)	

The applicant agrees to indemnify, defend and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City on account of any injury to, or death of, any person or any damage to property caused by or resulting from the activities for which the permit is granted.

This Sidewalk Use Permit may be revoked by the City Council for any violation of any condition of such permit as set out in Ordinance 94-13, passed on May 17, 1994. Such revocation shall be after affording the permit holder a hearing before the City Council after service on the permit holder of notice of hearing at least 3 days but not more than 30 days from the date and service of the notice and a detailed statement of the facts alleged to constitute any such violation.

Bond Certificate and sketch of area to be used must be attached.

Signature of Business Owner  Mary Kauphusman

Date Signed 4/27/16

Date of Council Approval \_\_\_\_\_

# mtc

MACHINE TOOL CAMP

To Whom It May Concern:

In reference to the sidewalk permit requested today, Machine Tool Camp would like to place two benches along the front of the building (River Street). They will be positioned close(2") to the exterior of the building on the west side of the entrance door. The rough dimensions of each bench will be 6 feet long, 20 inches deep and 18 inches high.

Neither bench will be placed within 25 feet of where the robot occasionally sits at the corner of Island and River Streets. Although the robot is displayed for special events, we would like the benches and flowers to remain throughout the summer and fall.

Below are pictures we are using as inspiration for building a bench that suits our building and business. We would like to place large pots of flowers near the benches.

I hope this clarifies our request. Thank you for your consideration.

Regards,  
Mary Kauphusman



Machine Tool Camp  
128 W. River St., Chippewa Falls, WI 54729  
715-797-4507  
[sales@machinetoolcamp.com](mailto:sales@machinetoolcamp.com) [www.machinetoolcamp.com](http://www.machinetoolcamp.com)

Judy VanGuilder  
802 Bridgewater Ave  
Chippewa Falls, WI 54729  
715-896-0907

April 25, 2016

Dear Chippewa Falls Board and Committee 3,

I am writing to request a variance from the city ordinance that eliminates the possibility of offering acoustic musical entertainment on the patio at The Fill Inn Station at 104 W. Columbia Street, Chippewa Falls, WI. I am working with the co-owner of The Fill Inn Station, Kara Goosens, to bring people back into the venue and to the downtown Chippewa Falls area during the summer months. What we have seen in past summers, is that during this time people leave the downtown, going to their campers early and/or to other venues outside of the city limits that offer this kind of family entertainment.

We are requesting that The Fill Inn Station be allowed to have acoustic music on the patio on Thursday evenings throughout the summer. The summer music series would run June through August, no later in the evening than 9 PM and would be acoustic music only, which tends to be calm and soothing by nature. No full bands would be part of this music series.

By allowing The Fill Inn Station to have live outdoor acoustic music on the patio during this limited time frame, it brings along with it new life and revenue to the downtown area. Chippewa Falls is progressive and having added a new distillery, expansion of restaurants, a new hotel and the park expansion project, live outdoor acoustic music on the patio is just another way thing that can bring revenue to the downtown and only add to the progress that the city has been working to create. Please consider this variance and allow The Fill Inn Station to offer something to not only help the downtown revenue stream but to help bring people back into the business during the summer months.

I truly appreciate the consideration,

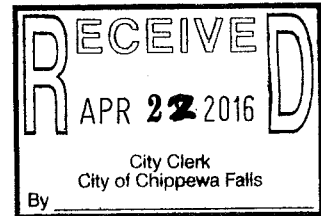
Judy VanGuilder  
Chippewa Falls Resident

• (6)

OUTDOOR BEER GARDENS. (Rep. & recr. #09-12) Retail Class "B" Fermented Malt Beverage Licenses shall permit the sale of such beverages in outdoor beer gardens provided:

- (a) Access to the outdoor beer garden shall be solely through the main (indoor) entrance to the Class "B" licensed premises.
- (b) The outdoor beer garden shall be enclosed by a wall or fence not less than 8 feet in height.
- (c) No music or dancing shall be permitted in the outdoor beer garden. Amplified sound or music is permitted within the enclosed licensed premises only.
- (d) Bartenders shall be responsible for policing the outdoor beer garden at all times that it is open for operation.
- (e) No permit may be issued for an outdoor beer garden if any part of the outdoor beer garden is within 100 feet of a structure used for residential purposes, except residential uses located in the same structure as the licensed premises. This requirement may be waived at the discretion of the Chippewa Falls Common Council after a public hearing. An applicant who requests a public hearing shall supply to the City Clerk the names of all property owners within 100 feet of the licensed premises and the property owners shall be notified of the public hearing by first class mail. The applicant shall pay a \$20 fee to defray the costs of mailing and any property ownership search to confirm that the applicant has given accurate information.
- (f) The additional license shall be issued only in conjunction with a retail Class "B" fermented malt beverage license.
- (g) The premises shall conform to the rules of the State Department of Industry, Labor and Human Relations and the State Department of Health and Social Services.
- (h) Every permittee under this section shall comply with and enforce all provisions of ch. 125, Wis. Stats., applicable to Class "B" licensed premises, except insofar as such provisions are clearly inapplicable. Violation of the provisions of ch. 125, Wis. Stats., shall be grounds for revocation or suspension of the outdoor beer garden permit by the Chippewa Falls Common Council. By accepting a permit every permittee agrees that the permit is a privilege in which no rights vest and therefore may be revoked or suspended by the Chippewa Falls Common Council pursuant to State Statutes, or shall otherwise expire on June 30 of each year.

## **Pedal Pub Proposal Bye the Willow**



Bye the Willow LLC.  
Amy, Dawn & Mike Bye/ Owners  
501 N. High St  
Chippewa Falls, WI 54729  
5/1/16

To Whom It May Concern:

We are proposing for your consideration and support of a Pedal Pub in the downtown area of Chippewa Falls, Wisconsin.

A Pedal Pub in the downtown area of Chippewa Falls would increase tourism to the Chippewa Valley. Patrons would utilize downtown businesses and be able to experience the beauty and uniqueness of Chippewa Falls in a very different way. We would like to provide a fun, safe, and environmentally-friendly way for groups of 8-15 individuals to enjoy fresh air while touring the town on a Dutch-made bike. There would be multiple guided routes that would be available to individuals interested in spending time on the Pedal Pub. For example;

1. Guided Family Friendly Routes
  - a. Pedal Through the Park (pending)
  - b. Downtown Chippewa Falls (pending)
  
2. Guided Alcohol Friendly Routes
  - a. Canal Street (pending)
  - b. Downtown Chippewa Falls (pending)

The Pedal Pub will be utilized for both family friendly and alcohol friendly routes. All tours will begin and end at Bye the Willow (501 N High Street) where waivers will be signed, armbands will be given and rules about riding the Pedal Pub will be explained. Once this is finished the group of up to 15 will proceed on the route they have preselected for an approximate 2 hour trip. The Pedal Pub would act as a vehicle on the road and abide by all traffic laws.

The Guided Family Friendly routes would be available to individuals 12 years and older. Individuals 18 and under will be required to be supervised by an



adult. On these routes patrons will explore designated routes throughout Chippewa Falls such as Irvine Park and the downtown area businesses.

The Guided Alcohol Friendly Pedal Pub Routes are only available to individuals 21 and over. On these pub routes individuals will have the option to stop at 3 or 4 different restaurants or bars that we have previously partnered with to enjoy beverages of their choosing. On the guided alcohol tours we will bring patrons to and from different taverns and breweries throughout Chippewa Falls. Pre-sealed water and sodas will be allowed on all pedal pub tours.

Many Pedal Pubs throughout the US allow alcohol to be consumed during the Alcohol Friendly tours. Patrons must bring their own beer and wine that is contained in cans or bags, no glass would be allowed nor is hard liquor. Patrons would not be allowed to step off of the Pedal Pub with alcohol in their hand, as this would be considered an open container. They would also be prohibited from bringing drinks from the bars back onto the Pedal Pub. Allowing alcohol consumption, if the insurance is manageable, is something we would consider if the City Council approves. However, an alcohol free Pedal Pub is an option as well. The Pedal Pub would be supervised by a Guide the entire time it was on route. Meaning; Patrons would go into businesses and the Guide would sit with the Pedal Pub and would not be allowed to consume any alcohol. Allowing patrons to consume alcohol on the route would give them the full and original Pedal Pub experience that has made this one of the most attractive and unique tourist activities around the US.

We feel that bringing a Pedal Pub to downtown Chippewa Falls will benefit the downtown business by generating sales and increasing interest in their businesses. According to Trip Advisor, Pedal Pubs are voted the #1 tourist activity in multiple cities throughout the United States. The addition of this attraction to Chippewa Falls would help generate tourism and utilization of the downtown area parks and businesses.

Since the benefits are great and there is no harm done to existing businesses, we believe it makes sense for the city and the people to add a new and attractive adventure in Chippewa Falls.

Thank you for considering a Pedal Pub to Chippewa Falls, Wisconsin.

Thank you for your consideration,  
Amy, Dawn & Mike Bye/ Owners  
Bye the Willow

## MUNICIPALITIES CAN REGULATE NEWLY AUTHORIZED "PEDAL PUBS"

**Q**uestion: What has a driver, four wheels, operates in a manner similar to a bicycle, has at least 12 passenger seats with fully operative pedals for propulsion by human power, and allows passengers to consume beer as they pedal along enjoying the sights in your community and perhaps stopping at various locations? Answer: A commercial quadricycle.

Commercial quadricycles, defined in Wis. Stat. sec. 340.01(8m) and regulated by sec. 346.94(23), were the subject of news stories following enactment of 2013 Wis. Act 106, which became effective January 1, 2014. If you haven't seen a commercial quadricycle in your community yet, it's possible you may see one soon. Commercial quadricycles where fermented malt beverages are consumed are often referred to as "pedal pubs."

Governing bodies can and will disagree regarding the wisdom of pedal pubs. But whether your municipality thinks pedal pubs are an economic

boon or a disaster waiting to happen, here are some important things to know about the new law:

- Alcohol is not sold on the commercial quadricycle.
- No person may drive a commercial quadricycle on which any alcohol beverages other than fermented malt beverages (beer) are carried or consumed; No person may possess on, or carry onto, a commercial quadricycle more than 36 fluid ounces of fermented malt beverages.
- No driver of a commercial quadricycle may drive with an alcohol concentration of more than 0.02, or consume alcohol while the quadricycle is occupied by passengers.
- 2013 Wis. Act 103 created sec. 125.10(5)(a) which allows municipalities to prohibit the consumption of fermented malt beverages on commercial quadricycles by ordinance. However, a municipal ordinance regulating possession or consumption of open containers of alcohol beverages in public places and enacted before January 1, 2014 may not prohibit the possession or consumption of alcohol beverages by passengers on a commercial quadricycle. Furthermore, an ordinance inconsistent

with sec. 125.10(5)(b) may not be enforced. Therefore, **municipalities will need to amend their existing ordinance or enact a new ordinance in order to regulate commercial quadricycles.**

- No person may drive a commercial quadricycle occupied by passengers after 10:30 p.m. or after any earlier time established by ordinance under sec. 349.18(1)(d), which grants additional traffic authority to local governments in specific areas:
- A commercial quadricycle driver convicted for violating sec. 346.94(23) is subject to forfeitures. Upon conviction, the law requires the court to enter an order permanently prohibiting the person from driving a commercial quadricycle, and the law prohibits a person from driving a commercial quadricycle in violation of such an order.

Intoxicating Liquor 947  
Intoxicating Liquor 948  
Traffic Regulation 430



**WISCONSIN LEGISLATIVE COUNCIL  
ACT MEMO**

**2013 Wisconsin Act 106**  
[2013 Assembly Bill 169]

**Consumption of Fermented Malt  
Beverages on Commercial  
Quadricycles**

2013 Wisconsin Act 106 relates to the consumption of fermented malt beverages on commercial quadricycles. A quadricycle is a four-wheeled vehicle with seats for at least 12 passengers and an operator. The passenger seats are equipped with pedals connected to the vehicle's drive train, such that the vehicle is powered entirely by the passengers, while the operator controls steering and braking.

In general, an owner or operator of a public place may not permit the consumption of alcohol beverages at that place unless it has been issued a retail alcohol license. There are various exceptions to this rule, including for county parks, athletic fields and stadiums, school buildings, and churches. A municipality may enact ordinances regulating alcohol beverages, so long as the ordinances do not conflict with state law.

2013 Wisconsin Act 106 adds commercial quadricycles to the list of unlicensed public places where alcohol beverages may be consumed. This exemption applies only to the consumption of fermented malt beverages, and only in municipalities that have not adopted an ordinance to prohibit the practice. The Act authorizes a municipality to adopt an ordinance to prohibit the consumption of fermented malt beverages on a quadricycle, but a municipality may not enforce such a prohibition in a previously existing ordinance. (The practical effect of this is that a municipality must re-enact any previously existing ordinance to make the ordinance enforceable.)

The Act creates the following prohibitions:

- No driver of a commercial quadricycle may consume alcohol while the commercial quadricycle is occupied by passengers or drive a commercial quadricycle while the person has an alcohol concentration of more than 0.02.
- No person may drive a commercial quadricycle occupied by passengers after 10:30 p.m. or after any earlier time established by a local ordinance.
- No person may drive a commercial quadricycle on which any alcohol beverages other than fermented malt beverages are carried or consumed. No person may drive a commercial

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This memo provides a brief description of the Act. For more detailed information, consult the text of the law and related legislative documents at the Legislature's Web site at: <http://www.legis.wisconsin.gov>.

quadricycle on which any alcohol beverages are sold, including delivery on the commercial quadricycle of alcohol beverages previously sold by a caterer.

- No person may possess on, or carry onto, a commercial quadricycle more than 36 fluid ounces of fermented malt beverages.

The penalty for violating any of these prohibitions, on first offense, is a forfeiture of not less than \$200 nor more than \$400; for a second-offense violation, the forfeiture is not less than \$500 nor more than \$1,000. A driver who is convicted of violating any of these prohibitions is permanently barred from driving a commercial quadricycle. A person who drives a commercial quadricycle after being barred from doing so may be required to forfeit not less than \$1,000 nor more than \$2,000.

***Effective date:*** January 1, 2014.

***Prepared by:*** David L. Lovell, Principal Analyst

December 18, 2013

DLL:jb:jal

Mr. Jarrett N. Litscher  
3902 138th Street  
Chippewa Falls, WI. 54729  
Resident of the Village of Lake Hallie

April 20th, 2016

Chippewa County Courthouse  
Attn: Mr. Chuck Hull  
510 W Grand Avenue  
Chippewa Falls, WI. 54729

Dear Mr. Hull:

My name is Jarrett Litscher and I live at 3902 138th Street in the Village of Lake Hallie, Wisconsin. I attend Chippewa Falls Senior High School and work at my father's business, Krista Computers at 925 W River Street so I regularly go up and down Wagner street, otherwise known as the "Painted Hill". I am writing to you today to express a concern with the design of the intersection of Wagner Street and River Street. ***In short, I am wondering about how this intersection could be made safer for all that must go through it.***

You see, I have witnessed **two** crashes at this intersection of Wagner Street and W River Street in under a year and both have been accidents that totalled at least one of the vehicles involved. When taking a turn at this intersection after coming down Wagner Street, it is very difficult to see traffic on both sides of the intersection. This is because of the hill that blocks the view on the left side and the bridge that blocks the view on the right side. Taking a left turn here is actually quite nerve racking because if you are waiting for a car to pass the intersection on the right and it passes by, there could likely be a car already coming from the left side. This makes it extremely hard to avoid a collision. (See enclosed map for a visual)

As someone who regularly has to go through this intersection to get to work and to school, it is very scary to have to worry about being klobbered by a car driving at 35-40 mph, especially when this car is coming at the driver's side of my vehicle. Just a few days ago I witnessed a crash at this intersection and the car that got hit had gotten hit on the driver's side. This crash could have taken the life of an important member of our community. I believe that there are a few possible fixes that could be done to this intersection that could save the lives of our loved ones and while some people may say that this fix is too expensive, I have a solution that would require nothing but labor.

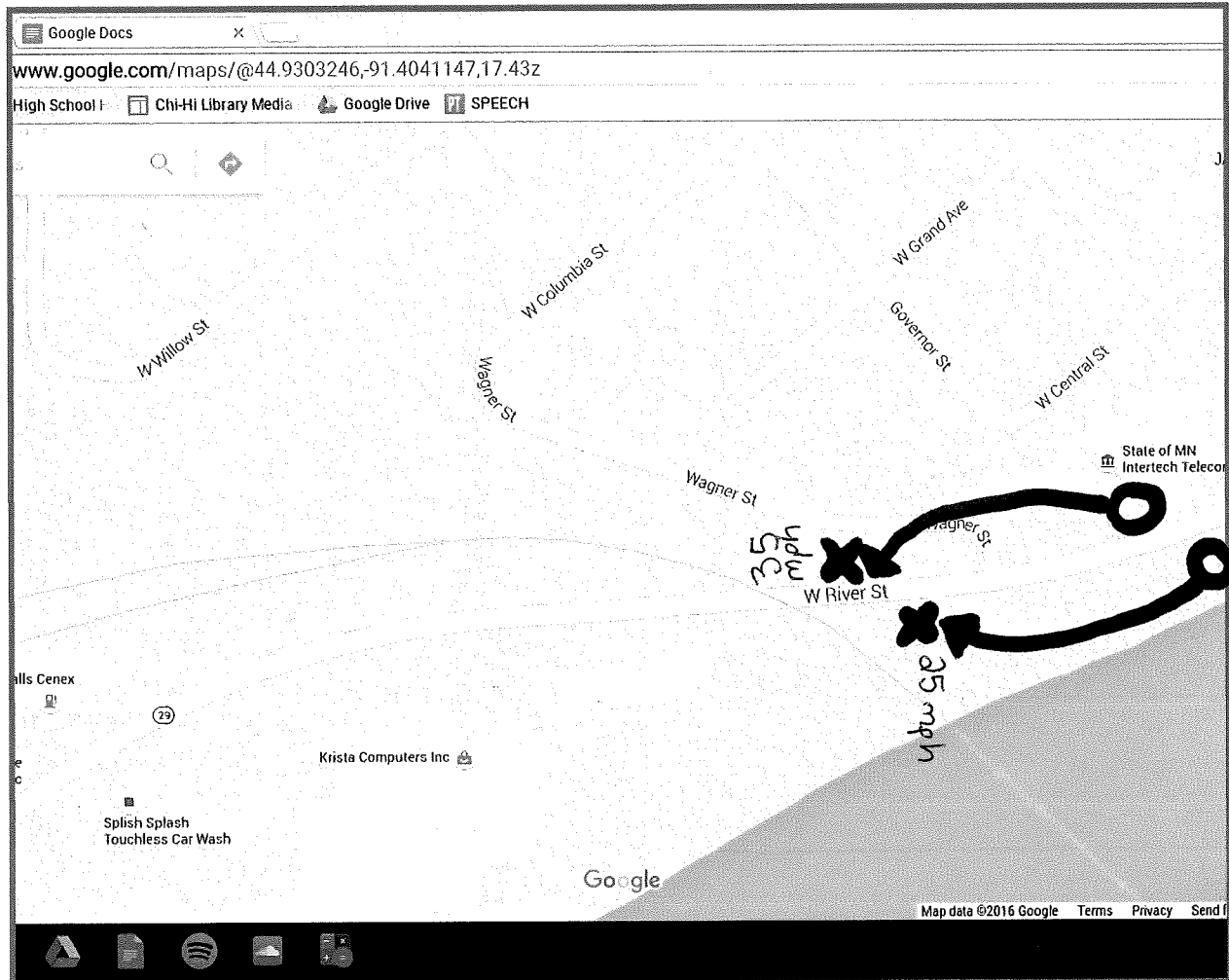
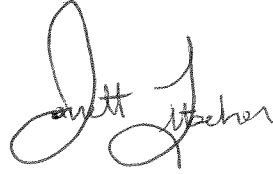
- A. Stoplights on all three sides of the intersection- This could prevent from having to worry about watching out for both sides of the intersection when at the bottom of Wagner Street. However, this could back up traffic on the hill and both sides of the intersection, thus blocking off access to stores like my dad's (Krista Computers).
- B. A roundabout- this could solve the issue of backing up the traffic at this intersection, but the roundabout may not be able to be implemented because of the limited space at this intersection.
- C. (Cheapest) Take the **25mph speed limit sign** that is poorly placed **right before the intersection of River Street and Main Street** and **move it to before the intersection at Wagner Street and River Street**. Then, **move the 35 mph speed limit sign that is before this intersection on the opposite side, and place it after the intersection at Wagner Street and River Street**. This would bring down the speed of all traffic that passes through this intersection to 25 miles per hour,

which would give drivers more time to get out of the intersection safely, and reduce the damages caused by any collision that may occur here.

I appreciate your time and look forward to any comments you might have on this matter.

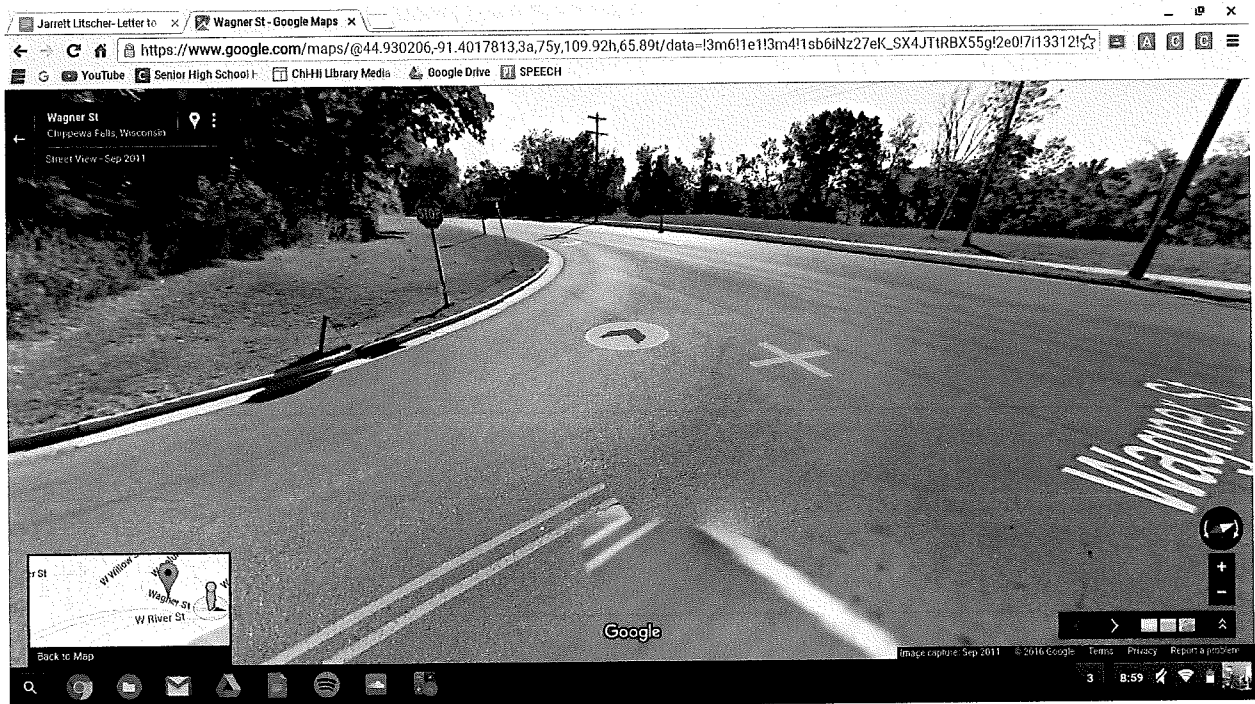
Sincerely,

Jarrett Litscher



### Google Map of the intersection of Wagner Street and River Street:

- I have placed Xs at the spots where I believe the speed limit signs would be most effective
- Moving these signs would only require **the cost of the labor** to move them



(Left)



(Right)

Above you will see that I have also attached images of the intersection of Wagner and River Street. These images are in first person view of the left and right side of the intersection if you were at the bottom of Wagner Street.

Jordan M. Hall  
556 E Wisconsin St.  
Chippewa Falls, WI, 54729

4/21/16

Brent Ford  
706 Lynn St  
Chippewa Falls, WI. 54729

Dear Mr. Brent Ford,

My name is Jordan Hall and I live at 556 E Wisconsin St. in the city of Chippewa Falls. I am writing to talk about a growing problem to children and drivers in our neighborhood. Ultimately I am seeking out to fix this problem in concern for the safety of children and drivers. Shortly I'd like to talk about why we need the potholes in our street fixed.

With my neighborhood being near Halmstad elementary, and warmer weather being present; kids are out and going on bike rides or are skateboarding down the hill on our street. At the bottom of our hill and on the hill there are potholes scattered all over the road. Making an unsafe street for those activities.

Why it is an unsafe street is because kids will be going down at speeds which they wouldn't be able to stop in time for. They alone might not even be able to notice the potholes until one of them rides into one. This is an accident waiting to happen. Seeing my brother ride his bike down the street, I tell him to watch out for the potholes and be safe in worry that he might run into one. I've attached a map of where the potholes and the hill are located.

I appreciate your time and look forward to your solution to this problem, Thank you.

Sincerely,

Jordan M. Hall







- Hill is located just right of the picture.
- Potholes are marked on the map, but the photo is outdated

Emily Nelson  
847 Lynn St. #2  
Chippewa Falls, WI. 54729

April 20, 2016

Brent Ford  
706 Lynn St.  
Chippewa Falls, WI. 54729

Dear Mr. Ford,

My name is Emily Nelson and I reside at 847 Lynn St. #2, in Wisconsin. I am writing you today to ask you to put up a Deer Crossing sign on Chippewa Crossing Boulevard, the area after the roundabout and before Seymour Cray.

I drive along Chippewa Crossing Boulevard several times a week, whether it be to drive my sister to work or to visit my family. The road is decently long and in a straight line so people go very fast when driving on it. It's not uncommon for me to have people very close to the rear end of my car because I try to go speed limit. But dark or light out, there has been several times where a deer has jumped out right in front of me.

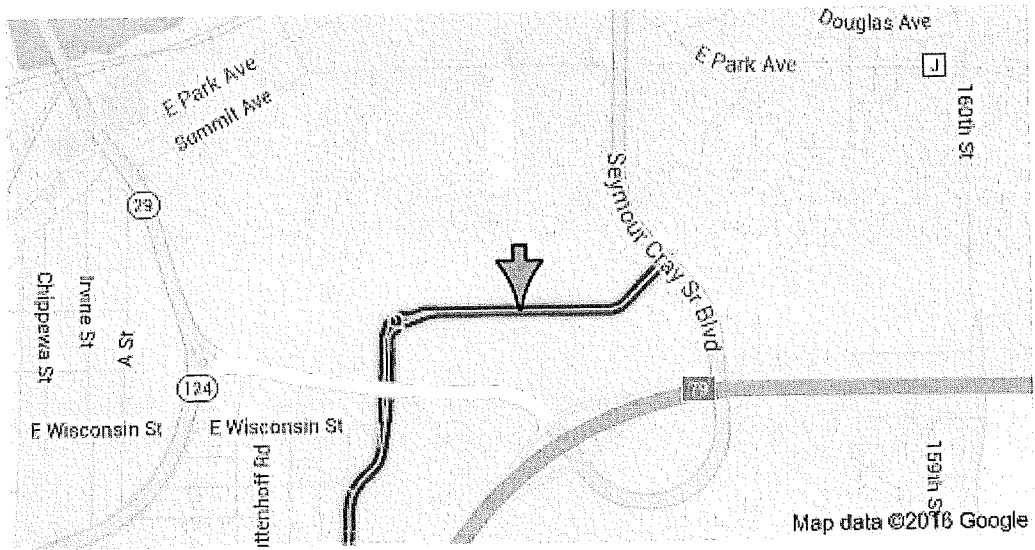
This is very concerning for me. I hadn't really thought about the possibility of deer crossing the road when I'm driving, because I felt like I was right in town, but now that I have almost hit a deer while driving down that road, I am very cautious. But there are still many people like I was, who haven't seen a deer so don't think about slowing down. An official Deer Crossing sign would be a good reminder for people to slow down, because they never know when a deer is going to jump out in front of them. I am aware that it will not always stop people from speeding, but it will for sure remind them of the dangers of going very fast down a road that close to the woods. This sign could prevent car damage and injuries from happening.

I appreciate your time and look forward to any comments you might have on this matter.

Sincerely,

Emily Nelson

A handwritten signature in cursive script that reads "Emily Nelson". The signature is written in dark ink and is positioned below the typed name.



You can see Chippewa Crossing Boulevard pictured above. I would like an official Deer Crossing sign right after the roundabout, and before Seymour Cray.

Koehler J. Gerlach  
14679 49th Ave.  
Chippewa Falls, WI. 54729  
Resident of Lake Hallie

April 20, 2016

Chippewa Falls City Council  
Attn: Brent Ford  
706 Lynn Street  
Chippewa Falls, WI. 54729

Dear Councilman Ford :

My name is Koehler Gerlach and I reside at 14679 49th Ave in Lake Hallie, Wisconsin. I am writing you today to highlight a growing concern in our neighborhood, and am looking for help to make my neighborhood safe. In short, I am inquiring about how to get a yield sign at the corner of Joseph St. and East Colome Street which is a 3-way intersection.

I live very near to Halmstad school where many children play on the playgrounds and at the soccer fields here. I have become concerned with an issue after driving by the corner of Joseph Street and East Colome Street that there is no stop or yield sign here which raises a concern because many people speed through this 3-way intersection forgetting how full of children this area is and also forgetting to look for oncoming traffic when turning onto East Colome street from Joseph street. Here is a list of details for consideration (See enclosed map of a visual):

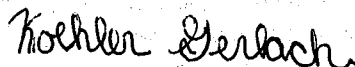
1. This is a highly used roadway from traffic from the school, soccer fields and the local residents
2. This is a school zone where many children walk to and from school
3. When turning onto East Colome Street drivers don't stop to look at the oncoming traffic

Growing up in this neighborhood I realize how important it is to be a kid and being able to go over to the school playground and the soccer fields are. I also know how important it is to the kids that live in the surrounding neighborhoods. I know that myself on several occasions have been running or biking down East Colome Street and a turning car didn't see me and pulled out in front of me or slammed on the brakes so stop before me. I have also been driving down East Colome Street and a car turning off of Joseph Street has pulled out in front of me because they didn't take caution when turning. I believe that by adding a yield sign here would prevent a possible accidents from happening here. I believe that just by placing a sign here cars will slow down and look closer at oncoming traffic and pedestrians. I know that by adding a yield sign here some might say that it is pricy and not worth it to our small neighborhood. But it would be worth the price to prevent an accident from happening especially in a school neighborhood. Adding a yield sign here would help keep my neighborhood and the other surrounding neighborhoods safe.

I appreciate your time and consideration. I look forward to receiving your response on this subject.

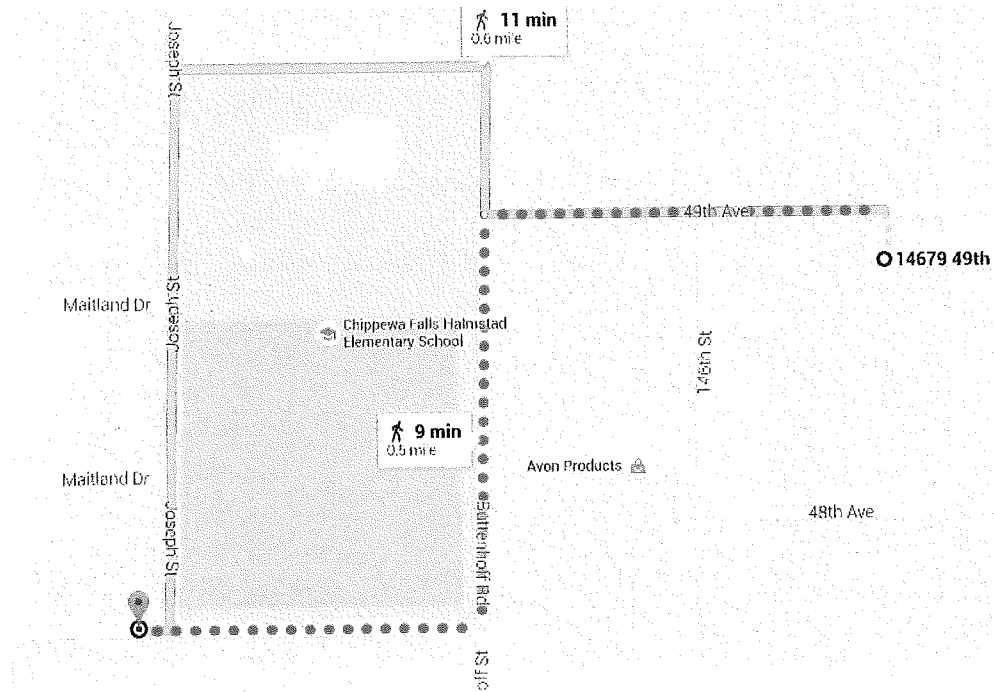
Sincerely,

Koehler Gerlach

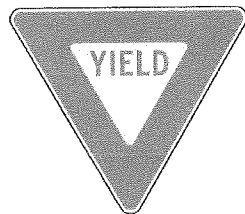


**Google Map of Joseph Street and East Colome Street (and surrounding neighborhood):**

- The red marker is the street corner where I believe the yield sign would work the best.
- The black circle is where my house and neighborhood is located



- A yield sign costs about \$54 and the posts (depending what type) cost about 30-60\$.
  - From <http://www.roadtrafficsigns.com/traffic-yield-signs>



**Wisconsin Administrative Code Chapter ATCP 93  
Local Program Operator Contract  
Between  
Wisconsin Department of Agriculture, Trade, and Consumer Protection  
And  
Chippewa Falls Fire & Emergency Services**

THIS CONTRACT is made and entered into by and between the Wisconsin Department of Agriculture, Trade and Consumer Protection, hereinafter "the Department," and Chippewa Falls Fire & Emergency Services, hereinafter "the Contractor."

WHEREAS, the Department deems it advisable to engage the professional services of the Contractor to carry out Departmental responsibility pursuant to Wis. Stat. s. 168.25 and Wis. Admin. Code s. ATCP 93.110 as an agent of the Department and, it appears that such services can be performed more economically and efficiently under a Contract, to accomplish the requirements of the Department;

WHEREAS, the Contractor has advised the Department of its willingness and professional capability to provide professional service to the Department;

NOW, THEREFORE, in consideration of their mutual and dependent promises, the parties hereto, agree as set forth in the following pages 3 through 15.

This Contract is effective on the date signed by the Assistant Deputy Secretary of the Department.

**AUTHORITY TO SIGN DOCUMENT.** If this Contract is being entered into by a legal entity, such as a corporation, limited liability company, or municipality, the person(s) signing this Contract for the Contractor certify and attest that the Contractor's respective Articles of Incorporation, Articles of Organization, Charter, Corporate By Laws, Corporate or other Resolutions and/or other related documents give full and complete authority to bind the Contractor, on whose behalf they are executing this document.

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Print Name & Title of Individual with Authority to  
Contract on Behalf of Legal Entity

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

**Wisconsin Department of Agriculture, Trade  
and Consumer Protection**

By: \_\_\_\_\_  
Sandy Chalmers, Assistant Deputy Secretary

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

**Address for Payments Under Contract**

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City/ZIP: \_\_\_\_\_

Tax ID Number: (FEIN#) \_\_\_\_\_

## I. GENERAL

- A. Services Standards. The Contractor will provide the services hereinafter set forth in accordance with the best professional standards. During the term of this Contract the Contractor (including individual officers, directors or employees) shall not engage in any business regulated by the Wis. Admin. Code ch. ATCP 93 including, but not limited to: installation, closure, tightness testing, cathodic protection testing, or repair of Underground Storage Tank (UST) or Above Ground Storage Tank (AST) systems.
- B. Subletting or Assignment of Contract. The Contractor may not sublet, sub-contract or assign to others any part of the work under this Contract. The Department may authorize in writing a temporary sub-contract or assignment at the request of the Contractor.
- C. Employment. The Contractor may assign duties to be performed under this Contract to any employees employed by the Contractor, provided the employee is certified by the Department and has experience and knowledge of the subject and capability to adequately perform the services required under this Contract.

D. Term of the Contract. The contract period will be from July 1, 2016 through June 30, 2020.

**NOTE:** Performance of Service – although the contract may be awarded after the beginning of the state fiscal year (FY), the Contractor is obligated and agrees to conduct all UST and AST inspections required within the fiscal year period.

- E. Nondiscrimination in Employment. Chapter 16.765 of the Wisconsin Statutes requires the following provision to be included in every Contract executed by agencies of the State. The Contractor agrees to the provisions as stated below:

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause

- F. Certification of Affirmative Action Contract Compliance. The State of Wisconsin requires that successful Contractors, who are awarded Contracts of \$25,000 or more and have an annual work force of 25 or more employees, include the following clause in their Contract:

Within 15 days of the commencement of the Contract, an affirmative action plan will be submitted to the State Office of Contract Compliance, Department of Administration, P.O. Box 7867, Madison, Wisconsin 53707-7867.

Contractors are encouraged to contact the Office of Contract Assistance for technical assistance in complying with this contract requirement. An affirmative action plan is a written document that details an affirmative action program. Key parts of an affirmative



action plan are: 1) a policy statement pledging nondiscrimination and affirmative action employment, 2) internal and external equal opportunity officer, 3) a work force analysis that identifies disabled employees, 4) goals and timetables that are specific and measurable and that are set to correct deficiencies and to reach a balance of work force, 5) revision of all employment practices to ensure that they do not have discriminatory effects; and 6) establishment of internal monitoring and reporting systems to measure progress regularly.

G. Disclosure. If a state public official (Section 19.42, Stats.) or an organization in which a state public official holds at least a 10% interest is a party to this Contract, this Contract is voidable by the Department unless appropriate disclosure is made to the State of Wisconsin Ethics Board, 125 South Webster Street, Madison, Wisconsin 53702, (Telephone: (608) 266-8123) or successor entity.

H. Legal Relations.

(1) The Contractor will at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct.

(2) The Department will be responsible for the enforcement of compliance orders beyond the administrative stage. The Contractor shall conduct inspections, issue correction notices and compliance orders, affix red tags, and take any other appropriate administrative steps to obtain compliance within time frames acceptable to the Department. When compliance has not occurred at the conclusion of these administrative steps, the Contractor shall immediately notify the Department and furnish any documents requested by the Department to enable it to pursue enforcement. The Contractor agrees to make its employees and records available to the Department, a district attorney or the Attorney General's Office in connection with any actions to enforce a Department order.

(3) The Contractor shall immediately notify the Department of any claim or lawsuit filed against the Contractor that relates to its activities under this Contract. In performing this Contract, the Contractor shall be regarded as an agent of the state under Wis. Stat. ss. 893.82 and 895.46, and a deputy of the Department under Wis. Admin. Code s. ATCP 93.050(13). The Contractor is not an employee of the Department and no employee - employer relationship exists in any form whatsoever.

(4) If the Contractor is not a unit of government, a fire department organized under Ch. 181, Stats., or a fire department organized under Ch. 213, Stats., the Contractor must obtain errors and omissions insurance for the term of this Contract, in the amount of at least \$250,000, and furnish a certificate of insurance to the Department within thirty (30) days of the effective date of this contract.

I. Contract Administration. Liaison with the Department will be through the Chief of the Storage Tank Regulation Section.

J. Liaison. The Contractor will supply the name of one person to act as liaison to the Department. This person shall have sole authority for the Contractor in regards to the program. All correspondence and coordination will be done through the liaison.

K. Termination of Contract. The Department may terminate this Contract at any time at its sole discretion with or without cause by delivering written notice to the Contractor. The

Contract will be terminated 30 days after written notice of intent to terminate the Contract is sent to the Contractor.

- L. Department's Rights if Contractor Fails to Perform. If the Department determines that the Contractor is not meeting performance obligations, or has used funds for purposes other than the activities specifically authorized in the Contract, the Contractor shall repay any unearned or misused funds, as determined by the Department, to the Department within thirty (30) calendar days after notice of such determination, and request for repayment, together with related administrative costs, interest at the annual rate of current prime, court costs and attorneys' fees required by the Department to retrieve said funds.

This Contract is subject to the availability of funds to the Department and may be terminated upon written notice that funds are not available. Termination will occur 30 days after notification is sent. Termination will require written notice to be sent to the Contractor by the Department.

If the Contractor fails to perform any of its obligations hereunder, the Department may intervene and protect its rights and interests. Upon the Department's request, the Contractor shall execute and deliver an assignment and any other legal documents that may be required by the Department to facilitate its pursuit or intervention in such negotiations or litigation.

The Contractor may terminate the Contract by refusal to accept proposed modifications to the Contract (see paragraph R) or an election not to continue to perform the services, with 30 days written notice. The Contractor must deliver all records to the Department within 60 days of notification or termination.

- M. Liability upon Termination. Upon the termination of this Contract, the Department's liability to the Contractor shall be limited to the total of: (1) the percentage of the total funds allocated for federally registered tanks which corresponds to the ratio between the actual time period of the Contract and the original term of the Contract; (2) payments due for tanks other than federally registered tanks; and (3) payments due for installation inspections performed for tank systems other than tanks registered to the federal government; (4) less any unearned or misused funds or consequential damages caused by the contractor's errors or omissions for which the Department is or may become liable.
- N. Proprietorship. The materials and information developed under this Contract shall be the property of the Department. All information, files, records and documents in the possession of the contractor necessary to carryout obligations of this contract (included but not limited to: inspection checklists, plan review applications and approval letters, non-compliance orders, etc.) are the property of the Department.
- O. Examination of Records. The Contractor agrees that the Department of Agriculture, Trade, and Consumer Protection will have access to and the right to examine, audit, excerpt and transcribe any directly pertinent books, documents, papers and records of the Contractor, involving transactions relating to this Contract. Such material will be retained for three years by the Contractor following completion of the Contract.
- P. Continuance of Contract. Continuance of this Contract beyond the limits of funds available shall be contingent upon appropriation of the necessary funds, and the termination of the Contract for lack of appropriations shall be without penalty.

- Q. Confidentiality. The Contractor warrants that it will retain all information belonging to the Department in strictest confidence and will neither use it nor disclose it to anyone without the express written consent of the Department. The Contractor also agrees to hold the Department harmless for the Contractor's disclosure of confidential information.
- R. Disclaimer of Liability and Hold Harmless Provision. Neither the Department, nor any of its officers or employees shall be held liable for any improper or illegal intentional, negligent incorrect performance of the Contract by the Contractor. The Contractor further AGREES TO INDEMNIFY AND HOLD HARMLESS the Department and all of its employees from any loss, liability, costs (including court costs) and attorneys' fees, for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of services, loss of profits or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the performance and/or non-performance of the Contract by the Contractor.
- S. Contract Modifications. This Contract may be modified in whole or in part by the Department at any time upon not less than 15 working days written notice to the Contractor. In the event of such modification by the Department, the Contractor must accept or reject the modifications during the thirty- (30) day following the date of the written notice. In the event of rejection of modifications, either party may exercise its rights to terminate the Contract.
- T. Inspection Contracts with Other Fire Districts. If a Contractor wishes to provide new LPO inspection services for another fire district municipality, a copy of an agreement signed by the chief elected municipal officer for that fire district as required by ATCP 93.110 shall be provided to the department.

## II. SCOPE OF SERVICE

- A. The Contractor will perform, as specified by the Department, the environmental protection and fire/property/human safety provisions of Wis. Admin. Code Ch. ATCP 93 Flammable, Combustible, and Hazardous Liquids. As its primary duties in implementing the environmental and fire safety provisions of Wis. Admin. Code Ch. ATCP 93 the contractor shall:
1. Perform plan review and approval for tank systems under the scope of Wis. Admin. Code s. ATCP 93.100 for facilities with all tanks of less than 5,000 gallons. Approve/disapprove the plans, which are submitted, based upon the criteria established in Wis. Admin. Code Ch. ATCP 93.
  2. Perform AST and UST installation inspections for tank systems whose plans have been reviewed at the Department or LPO level, submitting the proper documentation, and providing the Department retail program notification.
    - a) Submit a copy of the installation checklist to the Department.
    - b) Notify the respective Bureau of Weights and Measures Field Operations inspector when final inspection has been conducted on installation or upgrade at retail sites.

**Note:** UST systems have a minimum of three on-site inspection points: 1) Pre-installation scope and planning, 2) Tank and pipe pressure test, and 3) Pre-operational installation verification.

3. Perform the annual inspection of underground tanks for compliance with leak detection, release prevention, functional operation and maintenance established in Wis. Admin. Code Ch. ATCP 93 as directed by the Department for:
  - ◆ "In Use" and "Temporarily-Out-of-Service" federally regulated tank systems,
  - ◆ "In Use" heating oil USTs with capacity greater than 4,000 gallons,

and designated registered "In Use" aboveground tank systems for compliance with leak detection, release prevention, operation and maintenance established in ATCP 93 as directed by the Department for:

  - ◆ non agricultural/non private/non retail aboveground storage tank used for vehicle fueling,
  - ◆ aboveground storage tank of occupancy types: "utility, industrial, mercantile/commercial, designated government owned fleet, and schools,
  - ◆ Contents include: Diesel, Leaded Gasoline, Unleaded Gasoline, Kerosene, Fuel Oil, Aviation Fuel, Gasohol, Premix, Unknown, Hazardous Waste, and Chemical (CERCLA List liquids in ASTs 5,000 gallon capacity and larger) registered tank systems.
4. Conduct site inspections when necessary to verify the status or existence of "Abandoned" tanks in the process to bring tank closure or to assist the Department in resolving database and permit related issues.
5. Provide technical advice and information to tank system owners and operators.
6. Conduct necessary program administration, including filing and reporting.
7. Conduct activities with local contractors and operators during hours that provide an efficient and effective program response.
8. Conduct UST closure inspections.

NOTE: For additional information regarding installation and closure inspections refer to Inspection Guidelines.

B. In carrying out the duties of the Contract, the Contractor shall:

1. Have a sufficient number of certified inspector(s) who have successfully completed the Department's required training and certification in order to carry out the assigned program duties under this Contract.
2. Maintain program records to document inspections and provide data to the Department's tank database. Providing program reports on compliance rates, outstanding orders and program performance.
  - a) Submit installation inspection checklists to the Department to record inspections and to trigger payment for installation inspection.
  - b) Maintain inspection records and data on violations identified, orders written and orders satisfied via the state inspection software program.
  - c) Ensure that tank inventory forms are submitted to the Department by the owner for new installations, closures or changes in ownership identified during inspections.
  - d) Provide program support for correction of database errors, information deficiencies, etc., by investigating and researching local records, history, etc.
3. Provide accurate program and technical information to local residents, tank system owners and other interested parties. Represent the Department with professionalism and courtesy in all communications and actions.

4. Have a combustible gas indicator for monitoring for flammable vapors during inspections and closures.
5. Consult with Department staff on questions of program interpretation. Follow Department program direction and interpretation. Any disagreement regarding program interpretation shall be resolved by the Department, whose interpretation is final and conclusive.
6. Provide the Department with performance information or statistics as deemed necessary by the Department.
7. Provide the Department with monthly site inspection and compliance performance reports by the 5<sup>th</sup> of the following month via the state inspection software program. The site reports shall include:
  - a) Identification and data entry of specific non-compliance issues.
  - b) Data entry if a Red-tag(s) is administered.
  - c) Date entry that non-compliance orders were brought into compliance or resolution.
  - d) Tank attribute data change/entry as database access and program direction is provided.

NOTE: Contractor is not required to perform annual or maintenance inspections of tank systems at facilities which are visited by staff of the Bureau of Weights and Measures Field Operations. These tank systems will be inspected as part of the petroleum inspection effort.

8. Issue initial orders and follow-up actions for tank system closures required by Wis. Admin. Code Ch. ATCP 93 unless it is mutually agreed that the order should be written by one of the Department's staff members. Maintain documentation of all inspections and orders, including, re-inspections to determine compliance with orders.
  9. Receive original contractor closure notices. Provide approvals of closures in place if warranted by specific site conditions. Perform inspections at the closure of underground tank systems or as directed by the Department or local municipal ordinance or policy.
  10. Issue enforcement orders and perform follow-up actions or investigations on violations of Wis. Admin. Code Ch. ATCP 93's groundwater protection and fire safety provisions, which are identified through: inspections, the plan review process, permit and registration processing, public inquiry or notice, etc. Maintain documentation of all inspections and orders, including, re-inspections to determine compliance with orders.
  11. Assure compliance with all applicable statutes and codes relating to workplace safety for Contractor's employees. The Department PROHIBITS CONFINED SPACE ENTRY WHEN PERFORMING ANY WORK UNDER THE REQUIREMENTS OF THIS CONTRACT.
- C. Deputy Status and Limits on Deputy Status. For the limited purposes of carrying out the inspection, enforcement and technical assistance functions in this section, the Contractor will be a deputy of the Department under the provisions of Wis. Admin. Code s. 93.050(13). The Contractor's authority shall be strictly limited to the duties described in this section, and the Contractor is not authorized to act as an agent of the Department for any other purposes. The Contractor is an independent contractor, and nothing in this RFB

or in the Contract with the Department is intended to create an employment relationship with the Department with either the Contractor or any of its employees. The Contractor is solely responsible for its actions and those of its employees in carrying out the functions specified under this RFB and the Contract. The Department has sole authority to interpret the provisions of state and federal statutes and rules relating to petroleum storage tanks and may require the Contractor to rescind and/or re-issue any action, order, or technical advice that conflicts with the Department's interpretation.

### III. TIME, COST AND ADMINISTRATION

- A. The Contractor may not charge fees for services provided under this Contract, except from the sources indicated.
- B. Total cost for the Contract shall not exceed the moneys provided through:
1. Calculations for the respective state fiscal year payment based upon the dollar amounts specified in Section III, E. and the Department's tank database population on June 30<sup>th</sup> of the preceding year.
  2. The Contractor's share of installation inspection fees.
  3. Contractor's locally generated plan review fees.
  4. Any other funds generated at the local level through local permits, ordinance, etc.
  5. The Department will not be responsible for any payments in excess of the source amounts referred to in subsection A. Any request for an increase in payment in excess of the source amounts referred to in subsection A shall be made pursuant to Section I General, (S) Contract Modifications.
- C. Payments to the Contractor will be made quarterly for installation and closure inspections reported to the Department and supported by a completed installation checklist. Payments to the Contractor for annual inspections will be made on approximately the 15<sup>th</sup> of the month following the month the inspection was submitted to the department.
- D. The Contractor is responsible for establishing and controlling expenditures within its budget to assure all services provided under the bid and subsequent contract are completed.
- E. The Department will pay the Contractor for the performance of services under this Contract as follows:

#### **For State Fiscal Years ~~2016-2017~~**

1. Annual Inspections of Underground Tank Systems. A Contractor with a voluntary services Contract shall be paid for its service area, corresponding to one or more fire jurisdictions, based upon annual recorded inspections and installation and closure inspection documentation submitted:
  - a) \$90 for each registered "federally regulated" UST system in use (Type 1),
  - b) \$60 for each registered "federally regulated" Temporarily-Out-of-Service UST (Type 2),
  - c) \$90 for each registered "heating fuel" UST greater than 4,000 gallons (Type 3),
2. Periodic Inspections of Aboveground Tank Systems. The amount the contractor will be paid for each registered "In use" non-agriculture/non-private/non-retail above ground storage tank (AST) used for vehicle fueling, and payment for each registered "In use"

above ground storage tank (AST) of occupancy type: utility, industrial, mercantile/commercial, school and government fleet:

- a) \$90 for each Vehicle fuel ASTs (Type 6)
- b) \$90 for each Non vehicle fuel ASTs (Type 7)

3. Installation. \$170 for the site UST Pre-installation scope and planning meeting. Plus the Contractor's share of ATCP 93 installation inspection fees. For installation inspections of plans reviewed at the state level, 100% of the ATCP 93 installation inspection fee charged.
4. Closure. \$90 for the site UST closure inspection.
5. Performance Fee. A fee equal to 7.5% of the annual inspection payment will be paid to the Contractor if the annual audit determined that the Contractor had met all contract expectations.

#### **For State Fiscal Years 2018-2020**

1. Annual Inspections of Underground Tank Systems. A Contractor with a voluntary services Contract shall be paid for its service area, corresponding to one or more fire jurisdictions, based upon annual recorded inspections and installation and closure inspection documentation submitted:
    - a) \$92 for each registered "federally regulated" UST system in use (Type 1),
    - b) \$62 for each registered "federally regulated" Temporarily-Out-of-Service UST (Type 2),
    - c) \$92 for each registered "heating fuel" UST greater than 4,000 gallons (Type 3),
  2. Periodic Inspections of Aboveground Tank Systems. The amount the contractor will be paid for each registered "In use" non-agriculture/non-private/non-retail above ground storage tank (AST) used for vehicle fueling, and payment for each registered "In use" above ground storage tank (AST) of occupancy type: utility, industrial, mercantile/commercial, school and government fleet:
    - a) \$92 for each Vehicle fuel ASTs (Type 6)
    - b) \$92 for each Non vehicle fuel ASTs (Type 7)
  3. Installation. \$175 for the site UST Pre-installation scope and planning meeting. Plus the Contractor's share of ATCP 93 installation inspection fees. For installation inspections of plans reviewed at the state level, 100% of the ATCP 93 installation inspection fee charged.
  4. Closure. \$92 for the site UST closure inspection.
  5. Performance Fee. A fee equal to 7.5% of the annual inspection payment will be paid to the Contractor if the annual audit determined that the Contractor had met all contract expectations.
- F. In addition to the funding provided by the Department, the Contractor may have available the funds generated through the local plan review process and any permit fees established by ordinance on a local level. The Contractor must charge according to the plan review and inspection fees established in Wis. Admin. Code Ch. ATCP 93.
- G. The Department retains the sole authority to determine the amount of monies payable to the Contractor for services provided by the Contractor under this Contract.

**Definition of Tank Classifications:**

**In Use** – An aboveground or underground tank that is being used to store and/or dispense a product regulated under Wis. Admin. Code Ch. ATCP 93.

**Abandoned** – An aboveground or underground tank that is not being used and is not properly closed as required by Wis. Admin. Code Ch. ATCP 93, or is not in “Temporarily-Out-of-Service” status pending upgrade.

**Closed** – An aboveground or underground tank that has been taken out of service, cleaned and either removed from the site or closed in place under the requirements of Wis. Admin. Code Ch. ATCP 93 of the Flammable, Combustible, and Hazardous Liquids Code in effect at the time of closure.

**Temporarily-Out-of-Service** – An aboveground or underground tank that is not “In Use” pending system upgrade modification for groundwater protection.



## UST/AST Installation / Closure Inspection Guidelines

The purpose of the installation inspection is to maintain regulatory oversight of systems that have a potential to pose significant risk to fire safety and environmental contamination if not properly installed. The inspector functions as a liaison for the state regulatory and enforcement program and as a monitor to protect the interests of the owner.

*The concept behind the installation inspection requirements and Departmental expectation is a pre-installation visit to establish expectations in administrative and operational aspects throughout the installation process, and to monitor at least two milestones as the installation progresses. The pre-installation scope and planning meeting is intended to develop a strategy for communications between the inspection agency and the contractor. This strategy to assure that adequate notification is made to accommodate, in a timely manner, the inspection points throughout the installation process and what must be in place, operationally and administratively, for the inspector to sign-off prior to placing the system into operation. The optimum time for the pre-installation scope and planning meeting is during the air test of the tanks after they have been unloaded, prior to being placed in the excavation.*

The department has established two inspection oversight milestones as the installation progresses. However, two inspections may not be adequate to maintain proper regulatory oversight during the installation process, depending upon the magnitude or scheduling of the installation. Regulatory inspection oversight may be maintained at some AST installations through one inspection just prior to placing the system in operation.

The first inspection milestone is after the major excavation work has been completed and the primary components of the system are in place. The piping will be exposed and the line pressure test will be taking place prior to connection to the dispenser and the tank.

The final inspection milestone will be conducted prior to placing the system into operation. This inspection is intended to confirm the previous work, verify the integrity of the system and the leak detection methodology in place, and bring the administrative process to closure.

The Department has taken the position that if the Contractor gives adequate notice to the LPO for a pending installation inspection, conflicts with the LPO's schedule should not hold-up the Contractor's progress. This does not mean that the inspector's inspection obligations or the regulatory oversight are diminished. The inspector may authorize the Contractor to continue, but the Contractor must allow provisions for verification of specific inspection points. Examples are burial depth, slope, flex connectors, anodes, isolation bushings, etc. The inspector has the authority to require that the Contractor provide specific accommodations to facilitate inspection. Restricting the amount of trench backfilled and/or providing photographs are just two means an inspector may use to maintain verification oversight.

The final inspection is extremely important. The inspector conducting the final inspection is signing the form confirming that the final and all prior inspections have been thorough, all components are in place, and that no changes have occurred that are not documented. It is the Department's expectation that the final inspection will involve a walk-through visual inspection of the entire system from the storage tank to the dispenser. The inspector will have access covers and dispenser doors opened to accommodate a visual verification.

*The following Installation Inspection Guide (pages 13 – 15) is designed to serve as an internal check for the inspector, enabling the inspector to gauge his/her thoroughness and consistency when conducting installation inspections. This guide can be used in many ways, individually or*

by the agency when multiple inspectors are involved with a site through the duration of the installation.

#### **Pre-installation Scope and Planning Meeting Expectations**

- ◆ Discuss administrative aspects and how contractor will verify and document integrity and diagnostic tests, e.g., sump containment tightness, system leak detection, corrosion protection, overfill alarm, etc.
- ◆ Verify that system is being installed within the restrictions of the respective Material Approval or Petition For Variance.
- ◆ Verify tank, dispenser and emergency control locations and setbacks as reflected on the plan.
- ◆ Discuss potential plan revision items.
- ◆ Discuss areas of the installation that are not under the responsibility of the tank system equipment contractor, e.g., electrical.
- ◆ Confirm methods of leak detection, corrosion protection, and overfill prevention.
- ◆ Agree on notification / inspection time perimeters, flexibility, etc.
- ◆ Discuss other key inspection or contractor employees that may be working on this site, signing inspection forms, and serve as contact for status inquires.
- ◆ Discuss third-party contractors that may be involved, e.g., fencing contractor, tightness tester, etc.
- ◆ Discuss who will be attending final inspection and what must be accessible and available.

#### **Installation Inspection Expectations:**

Installation inspections commence when the installation, retro-fit, upgrade or remodeling is underway. The inspector is expected to assess that the installation is being conducted in accordance with the respective national standards, Petition For Variance, Material Approvals and ATCP 93 and conforms to the system installation plan or revision. The Department does not expect the LPO inspector to attend the duration of component integrity or diagnostic testing. It is the expectation of the Department that the inspector visit the site at some point in time during or immediately after a component test, such as the initial pipe tightness test or the pre-operational tank system tightness test, is conducted. The department expects that the inspector will review test procedure and component test results to confirm that the test procedure and results are documented.

#### **UST Closure Inspections**

The inspector shall visit the site preferably during the excavation activity, but prior to backfill to assess the following:

- ◆ That soil sampling was performed for federally regulated and heating fuel tanks larger than 4,000 gallon capacity and for other USTs where contamination is suspected.
- ◆ Individual performing the soil sampling is a current Comm 5 Certified Site Assessor.
- ◆ For sites with contamination, the inspector should discuss with the closure contractor the suspected source of the contamination (tank leak, pipe leak, spill and overfill source, etc.) and document that on the closure checklist.
- ◆ Confirm who is making DNR notification.

#### **Major Site Inspection Components**

These guidelines should be used in conjunction with the installation checklists (ERS-6294 and ERS 9658).

##### **A. Administrative**

Plan review verification.

- Approved plans on site.
- Installation Inspection Checklist started.
- Tank capacity and number corresponds with submittal.
- Tank setbacks within restrictions. (Property line, buildings, LP tanks, etc.)
- Dispenser setback. (Building, retail/nonretail, kerosene dispensing, etc.)
- Access manways installed corresponding with submittal.
- Overfill devices.
- Spill containment.
- If changes have been made is there a plan revision on site.
- Tank soap test documentation on site or proof of factory vacuum integrity throughout installation process.
- Material Approval (if applicable) for pipe, leak detection, tank, flex connectors, dike liners.
- Installation according to Material Approval or Petition For Variance.

## **B. Piping**

### Precision Test.

- Primary piping been completed and test information documented by technician.
- Secondary piping been completed and test information documented by technician.

### Peripherals.

- Slope or configuration of piping/pipe run is code complying.
- Piping has mechanical listed flex connectors at tank and dispenser (except for flexible piping with material approval).
- Emergency shut-off valve with fusible link is positioned according to manufacturer's specifications.
- Vent pipes for class 1 products minimum 12' above grade and 5 feet from building openings.
- Vent pipes for class II products minimum 4' above grade or highest snow height.

## **C. Cathodic Protection Systems**

- Anodes placed as approved.
- Impressed current CP - conductor buried at least 24" below finished grade.
- Test stations installed.
- Test conducted for effectiveness, if so is copy of test results on site.
- Verification of CP designer, installer, etc. NACE qualifications/certification.

## **D. Release Detection**

- Precision test has been conducted on tank and lines prior to placing the system into operation.
- All leak detection methodology has Material Approval.
- Leak detection methodology applies to the system in place.
  - Capacity of tank and piping.
  - Manifolder tanks.

### Automatic Tank Gauging.

- Diagnostic and calibration test conducted on ATG system.
- Setup print-outs submitted to DATCP with installation checklist.

#### Interstitial Monitoring.

- All Interstitial monitoring systems whether mechanical or electrical, require precise installation, and testing.
- Recordkeeping system established.

#### Statistical Inventory Reconciliation.

- Recordkeeping system established.

#### Electronic Line Leak Detector

- Verification that electronic line leak detector was checked to trip at 3 GPH @ 10 psi equivalent (max.) flow rate.
- If used for startup test and/or annual precision test of piping a diagnostic check and documentation of a passed tightness test (to specifications on Material Approval) of pipe.

#### Mechanical Flow Restrictor

- Verification that mechanical flow restrictor was checked to trip at 3 GPH@ 10 psi equivalent (max.) flow rate.

### **E. Site Overview Inspection**

- Fill pipe caps and manhole covers color-coded appropriate for product.
- An emergency breakaway on each Class I and II liquid hose.
- Are fuel oil and kerosene dispensers at least 20 feet away from dispensing equipment for class I and II motor fuel liquids?
- Operating instructions and emergency instructions for unattended self-service stations.
- Stop motor and no smoking signs posted.
- Are dispensers mounted and bolted down properly.
- Emergency shut off installed inside building and working.
- Push-to-stop button on dispensers (if required).
- Unattended fueling - Emergency Shutdown device installed and visible.

### **F. Documentation and Training**

- Site address, installation specifications and data on installation plans, installation inspection checklist, and inventory forms match.
- Components installed correspond with components on plan submittal.
- Copy of startup test(s) included with submittal of Installation Checklist.
- Owner/operator been trained in the use of the leak detection and monitoring system *before* the system has been place into service.
- Owner has been provided with all installation, operating instructions, and Material Approval documents for all components of the tank system.
- Owner/operator has all documents available for inspection, as required.

### **G. Post Inspection Notification to Bureau of Weights and Measures Field Operations**

For *retail sites*, send Fax or E-mail notification to the respective Weights and Measures Field Operations office that the installation inspection has been completed.

If all the respective requirements of this guideline cannot be met, the system should not be allowed to be put into service.

**End of Contract**

**Comm 10 Wisconsin Administrative Code  
Local Program Operator Contract  
Between  
Wisconsin Department of Commerce  
And  
Chippewa Falls Fire & Emergency Services**

THIS CONTRACT is made and entered into by and between the Wisconsin Department of Commerce, hereinafter called the "Department," and Chippewa Falls Fire & Emergency Services, hereinafter called the "Contractor."

(NOTE: If an individual, insert individual name of person. If not incorporated but doing business under a business name, insert "individual name," d/b/a "business name." If legally incorporated or a municipality, insert the corporation or municipality name.)

WHEREAS, the Department deems it advisable to engage the professional services of the Contractor to carry out Departmental responsibility pursuant to sections 101.02(15)(a) and 101.09, Stats. as an agent of the Department, it appears that such services can be performed more economically and efficiently under a Contract, to accomplish the requirements of the Department;

WHEREAS, the Contractor has advised the Department of its willingness and the professional capability to provide professional service to the Department;

NOW, THEREFORE, in consideration of the promises and of their mutual and dependent Contracts, the parties hereto, agree as set forth in the following pages 1 through 15;

This Contract is effective on the date signed by the Secretary of the Department of Commerce.

**AUTHORITY TO SIGN DOCUMENT.** If this Contract is being entered into by a legal entity, such as a corporation or municipality, the person(s) signing this Contract for the Contractor certify and attest that the Contractor's respective Articles of Incorporation, Charter, Corporate By Laws, Corporate or other Resolutions and/or other related documents give full and complete authority to bind the Contractor, on whose behalf they are executing this document.

**Contractor (If an Individual)**

**Contractor (If a Corporation or Municipality)**

By: \_\_\_\_\_

CHIPPEWA FALLS FIRE & EMERGENCY SERVICES  
Name of Corporation or Municipality

\_\_\_\_\_  
Print name

By: Thomas K. Carson

\_\_\_\_\_  
(Optional) Doing Business As

THOMAS K. CARSON  
Print Name & Title of Corporate or Municipal Officer

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

Date: 3/12/2010

**Wisconsin Department of Commerce**

By \_\_\_\_\_  
Richard J. Leinenkugel, Secretary

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

## I. GENERAL

- A. Services Standards. The Contractor will provide the services hereinafter set forth in accordance with the best professional standards. During the term of this Contract the Contractor (including individual officers, directors or employees) shall not engage in any business regulated by the Comm 10 Wisconsin Administrative Code including, but not limited to: installation, closure, tightness testing, cathodic protection testing, or repair of UST or AST systems.
- B. Subletting or Assignment of Contract. The Contractor may not sublet, sub-contract or assign to others any part of the work under this Contract. The Department may authorize in writing a temporary sub-contract or assignment at the request of the Contractor.
- C. Employment. The Contractor may assign duties to be performed under this Contract to any employees employed by the Contractor, provided the employee is certified by the Department and has experience and knowledge of the subject and capability to adequately perform the services required under this Contract.
- D. Term of the Contract. The initial contract period will be from July 1, 2010 through June 30, 2011. The Contract may be extended for subsequent five one-year periods upon the written agreement of the Department and the Contractor.

**NOTE:** Performance of Service – although the contract may be awarded after the beginning of the state fiscal year (FY), the Contractor is obligated and agrees to conduct all UST and AST inspections required within the fiscal year period.

- E. Nondiscrimination in Employment. Chapter 16.765 of the Wisconsin Statutes requires the following provision to be included in every Contract executed by agencies of the State. The Contractor agrees to the provisions as stated below:

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Contracting office setting forth the provisions of the nondiscrimination clause.

- F. Certification of Affirmative Action Contract Compliance. The State of Wisconsin requires that successful Contractors, who are awarded Contracts of \$25,000 or more and have an annual work force of 25 or more employees, include the following clause in their Contract:

Within 15 days of the commencement of the Contract, an affirmative action plan will be submitted to the State Office of Contract Compliance, Department of Administration, P.O. Box 7867, Madison, Wisconsin 53707-7867.

Contractors are encouraged to contact the Office of Contract Assistance for technical assistance in complying with this contract requirement. An affirmative action plan is a

written document that details an affirmative action program. Key parts of an affirmative action plan are: 1) a policy statement pledging nondiscrimination and affirmative action employment, 2) internal and external equal opportunity officer, 3) a work force analysis that identifies disabled employees, 4) goals and timetables that are specific and measurable and that are set to correct deficiencies and to reach a balance of work force, 5) revision of all employment practices to ensure that they do not have discriminatory effects, and 6) establishment of internal monitoring and reporting systems to measure progress regularly.

G. Disclosure. If a state public official (Section 19.42, Stats.) or an organization in which a state public official holds at least a 10% interest is a party to this Contract, this Contract is voidable by the Department unless appropriate disclosure is made to the State of Wisconsin Ethics Board, 125 South Webster Street, Madison, Wisconsin 53702, (Telephone: (608) 266-8123).

H. Legal Relations.

(1) The Contractor will at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct.

(2) The Department will be responsible for the enforcement of compliance orders beyond the administrative stage. The Contractor shall conduct inspections, issue correction notices and compliance orders, affix red tags, and take any other appropriate administrative steps to obtain compliance within time frames acceptable to the Department. When compliance has not occurred at the conclusion of these administrative steps, the Contractor shall immediately notify the Department and furnish any documents requested by the Department to enable it to pursue enforcement. The Contractor agrees to make its employees and records available to the Department, a district attorney or the Attorney General's Office in connection with any actions to enforce a Department order.

(3) The Contractor shall immediately notify the Department of any claim or lawsuit filed against the Contractor that relates to its activities under this Contract. In performing this Contract, the Contractor shall be regarded as an agent of the state under sec. 893.82 and 895.46 Stats., and a deputy of the Department under s 101.02(5)(b), Stats. The Contractor is not an employee of the Department and no employee – employer relationship exists in any form whatsoever.

(4) If the Contractor is not a unit of government, a fire department organized under Ch. 181, Stats., or a fire department organized under Ch. 213, Stats., the Contractor must obtain errors and omissions insurance for the term of this Contract, in the amount of at least \$250,000, and furnish a certificate of insurance to the Department within thirty (30) days of the effective date of this contract.

I. Contract Administration. Liaison with the Department will be through the Section Chief, Storage Tank Regulation Section.

J. Liaison. The Contractor will supply the name of one person to act as liaison to the Department. This person shall have sole authority for the Contractor in regards to the program. All correspondence and coordination will be done through the liaison.

K. Termination of Contract. The Department may terminate this Contract at any time at its sole discretion with or without cause by delivering written notice to the Contractor. The

Contract will be terminated 30 days after written notice of intent to terminate the Contract is sent to the Contractor. The Department in its sole discretion and upon 30 calendar days prior written notice to the Contractor, may also terminate this Contract if the Contractor fails to perform any of its obligations hereunder.

- L. Department's Rights if Contractor Fails to Perform. If the Department determines that the Contractor is not meeting performance obligations, or has used funds for purposes other than the activities specifically authorized in the Contract, the Contractor shall repay any unearned or misused funds, as determined by the Department, to the Department within thirty (30) calendar days after notice of such determination, and request for repayment, together with related administrative costs, interest at the annual rate of current prime, court costs and attorneys' fees required by the Department to retrieve said funds.

This Contract is subject to the availability of funds by the Department and may be terminated upon written notice that funds are not available. Termination will occur 30 days after notification is sent. Termination will require written notice to be sent to the Contractor by the Department.

If the Contractor fails to perform any of its obligations hereunder, the Department may intervene and protect its rights and interests. Upon the Department's request, the Contractor shall execute and deliver an assignment and any other legal documents that may be required by the Department to facilitate its pursuit or intervention in such negotiations or litigation.

The Contractor may terminate the Contract by refusal to accept proposed modifications to the Contract (see paragraph R) or an election not to continue to perform the services, with 30 days written notice. The Contractor must deliver all records to the Department within 60 days of notification or termination.

- M. Liability upon termination. Upon the termination of this Contract under paragraph K and/or L and P above or for any other reason, the Department's liability to the Contractor shall be limited to the total of: (1) the percentage of the total funds allocated for federally registered tanks which corresponds to the ratio between the actual time period of the Contract and the original term of the Contract; (2) payments due for tanks other than federally registered tanks; and (3) payments due for installation inspections performed for tank systems other than tanks registered to the federal government; (4) less any unearned or misused funds or consequential damages caused by the contractor's errors or omissions for which the Department is or may become liable.
- N. Proprietorship. The materials and information developed under this Contract shall be the property of the Department. All information, files, records and documents in the possession of the contractor necessary to carryout obligations of this contract (included but not limited to: inspection checklists, plan review applications and approval letters, non compliance orders, etc.) are the property of the Department.
- O. Examination of Records. The Contractor agrees that the Department of Commerce will have access to and the right to examine, audit, excerpt and transcribe any directly pertinent books, documents, papers and records of the Contractor, involving transactions relating to this Contract. Such material will be retained for three years by the Contractor following completion of the Contract.
- P. Continuance of Contract. As required by law, this Contract must include the following provision: Continuance of this Contract beyond the limits of funds available shall be



contingent upon appropriation of the necessary funds, and the termination of the Contract by lack of appropriations shall be without penalty.

- Q. Confidentiality. The Contractor warrants that it will retain all information belonging to the Department in strictest confidence and will neither use it nor disclose it to anyone without the express written consent of the Department. The contractor also agrees to hold the Department harmless for its disclosure of confidential information.
- R. Disclaimer of Liability and Hold Harmless Provision. Neither the Department, nor any of its officers employees shall be held liable for any improper or illegal, intentional, negligent incorrect performance of the Contract by the Contractor. The Contractor further AGREES TO INDEMNIFY AND HOLD HARMLESS the Department and all of its employees from any loss, liability, costs (including court costs) and attorneys' fees, for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of services, loss of profits or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the performance and/or non-performance of the Contract by the Contractor.
- S. Contract Modifications. This Contract may be modified in whole or in part by the Department at any time upon not less than 15 working days written notice to the Contractor. In the event of such modification by the Department, the Contractor must accept or reject the modifications during the thirty- (30) day following the date of the written notice. In the event of rejection of modifications, either party may exercise its rights to terminate the Contract.
- T. Taxes. The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes. If the Contractor incurs a tax as a result of being awarded the Contract, the Contractor will be responsible for paying it, but not with funds provided under this Contract.

Registration No. 39-73-1021-K was issued to the State of Wisconsin by the IRS to authorize tax-free transactions under Chapter 32 of the Internal Revenue Code. This registration number is on file with the District Director, U.S. Treasury Department, Internal Revenue Service, Milwaukee, WI.

The Wisconsin Department of Revenue does not issue sales tax-exempt numbers to the State of Wisconsin, S. 77.54(9a).

## II. SCOPE OF SERVICE

- A. The Contractor will perform, as specified by the Department, the environmental protection and fire/property/human safety provisions of Comm 10 the Flammable and Combustible Liquids Code. Primary duties of the Contractor in implementing the environmental and fire safety provisions of Comm 10 will include:
1. Performing plan review and approval for tank systems under the scope of Comm 10.100 for facilities with all tanks of less than 5,000 gallons. Approving/disapproving the plans, which are submitted, based upon the criteria established in Comm 10.
  2. Performing AST and UST installation inspections for tank systems whose plans

have been reviewed at the Department or LPO level, submitting the proper documentation, and providing Commerce retail program notification.

- a) Submitting a copy of the installation checklist to the Department.
- b) Notifying the respective Bureau of Retail Petroleum Services office when final inspection has been conducted on installation or upgrade at retail sites.

**Note:** UST systems have a minimum of three on-site inspection points: 1) Pre-installation scope and planning, 2) Pipe pressure test, and 3) Pre-operational installation verification.

3. Performing the annual inspection of underground tanks for compliance with leak detection, release prevention, functional operation and maintenance established in Comm 10 as directed by the Department for:
  - ◆ "In Use" and "Temporarily out of Service" federally regulated tank systems,
  - ◆ "In Use" heating oil USTs with capacity greater than 4,000 gallons,

and designated registered "In Use" aboveground tank systems for compliance with leak detection, release prevention, operation and maintenance established in Comm 10 as directed by the Department for:

  - ◆ non agricultural/non private/non retail aboveground storage tank used for vehicle fueling,
  - ◆ aboveground storage tank of occupancy types: "utility, industrial, mercantile/commercial, designated government owned fleet, and schools,
  - ◆ Contents include: Diesel, Leaded Gasoline, Unleaded Gasoline, Kerosene, Fuel Oil, Aviation Fuel, Gasohol, Premix, Unknown, Hazardous Waste, and Chemical (CERCLA List liquids in ASTs 1,100 gallon capacity and larger) registered tank systems.
4. Conduct site inspections when necessary to verify the status or existence of "Abandon" tanks in the process to bring tank closure or to assist Commerce resolve database and permit related issues.
5. Provide technical advice and information to tank system owners and operators.
6. Conduct necessary program administration, including filing and reporting.
7. Conduct activities with local contractors and operators during hours that provide an efficient and effective program response.
8. Conduct UST closure inspections.

**Note:** For additional information regarding installation and closure inspections refer to Inspection Guidelines beginning on page 11.

B. In carrying out the duties of the Contract, the Contractor is responsible for:

1. Having a sufficient number of certified inspector(s) who have successfully completed the Department's required training and certification in order to carry out the assigned program duties under this Contract.
2. Maintaining program records to document inspections and provide data to the Department's tank database. Providing program reports on compliance rates, outstanding orders and program performance.
  - a) Submitting installation inspection checklists to the Department to record inspections and to trigger payment for installation inspection.
  - b) Maintaining inspection records and data on violations identified, orders written and orders satisfied via the Internet Inspection Reporting Application (IIRA)..

- c) Ensuring that tank inventory forms are submitted to the Department by the owner for new installations, closures or changes in ownership identified during inspections.
  - d) Provide program support in correcting database errors, information deficiencies, etc., by investigating and researching local records, history, etc.
3. Provide accurate program and technical information to local residents, tank system owners and other interested parties. Represent the Department with professionalism and courtesy in all communications and actions.
  4. Having a combustible gas indicator for monitoring for flammable vapors during inspections and closures.
  5. Consult with Department staff on questions of program interpretation. Follow Department program direction and interpretation. Any disagreement regarding program interpretation shall be resolved in favor of the Department, whose interpretation is final and conclusive.
  6. Reporting – Contractor shall provide the Department with performance information or statistics as deemed necessary by the Department.
  7. IIRA Reporting – Annual UST and AST inspections  
The Contractor shall provide the Department with monthly site inspection and compliance performance reports by the 5<sup>th</sup> of the following month via an Internet Inspection Reporting application. The site reports shall include:
    - a) Identification and data entry of specific non compliance issues.
    - b) Data entry if a Red-tag(s) is administered.
    - c) Date entry that non-compliance orders were brought into compliance or resolution.
    - d) Tank attribute data change/entry as database access and program direction is provided.

NOTE: Contractor is not required to perform annual or maintenance inspections of tank systems at facilities which are visited by staff of the Bureau of Retail Petroleum Services. These tank systems will be inspected as part of the petroleum inspection effort.

8. Issuing initial orders and follow-up actions for tank system closures required by Comm 10 unless it is mutually agreed that the order should be written by one of the Department's staff members. Maintaining documentation of all inspections and orders, including, re-inspections to determine compliance with orders.
9. Receiving original contractor closure notices. Providing approvals of closures in place if warranted by specific site conditions. Performing inspections at the closure of underground tank systems or as directed by the Department or local municipal ordinance or policy.
10. Issuing enforcement orders and performing follow-up actions or investigations on violations of Comm 10's groundwater protection and fire safety provisions, which are identified through: inspections, the plan review process, permit and registration processing, public inquiry or notice, etc. Maintaining documentation of all inspections and orders, including, re-inspections to determine compliance with orders.
11. Safety – Assuring compliance with all applicable statutes and codes relating to workplace safety for Contractor's employees. The Department PROHIBITS

CONFINED SPACE ENTRY WHEN PERFORMING ANY WORK UNDER THE  
REQUIREMENTS OF THIS CONTRACT.

- C. Deputy Status and Limits on Deputy Status. For the limited purposes of carrying out the inspection, enforcement and technical assistance functions in this section, the Contractor will be a deputy of the Department under the provisions of §101.02(5), Stats. The Contractor's authority shall be strictly limited to the duties described in this section, and the Contractor is not authorized to act as an agent of the Department for any other purposes. The Contractor is an independent contractor, and nothing in this RFB or in the Contract with the Department is intended to create an employment relationship with the Department with either the Contractor or any of its employees. The Contractor is solely responsible for its actions and those of its employees in carrying out the functions specified under this RFB and the Contract. The Department has sole authority to interpret the provisions of state and federal statutes and rules relating to petroleum storage tanks and may require the Contractor to rescind and/or re-issue any action, order, or technical advice that conflicts with the Department's interpretation.

### III. TIME, COST AND ADMINISTRATION

- A The Contractor may not charge fees for services provided under this Contract, except from the sources indicated.
- B. Total cost for the Contract shall not exceed the moneys provided through:
1. Calculations for the respective state fiscal year payment based upon the dollar amounts specified in Section III, E. and the Department's tank database population on June 30<sup>th</sup> of the preceding year.
  2. The Contractor's share of installation inspection fees.
  3. Contractor's locally generated plan review fees.
  4. Any other funds generated at the local level through local permits, ordinance, etc.
  5. The Contractor may not charge fees for services provide under this Contract, except from the sources indicated.
  6. The Department will not be responsible for any payments in excess of and subject to subsection A (1) above. Any request for an increase in payment in excess of subsection A (1) shall be made pursuant to Section I General, (S) Contract Modifications.
- C. Payments to the LPO Contractor will be made quarterly for installation and closure inspections reported to the Department and supported by a completed installation checklist. Payments to the Contractor for annual inspections will be made on approximately the 15<sup>th</sup> of the month following the month the inspection was entered by the LPO on the Internet LPO Inspection and Payment Reporting System.
- D The Contractor is responsible for establishing and controlling expenditures within its budget to assure all services provided under the bid and subsequent contract are completed.
- E. The Department will pay the Contractor for the performance of services under this Contract as follows:
1. A Contractor with a voluntary services Contract shall be paid for its service area, corresponding to one or more fire jurisdictions, based upon IIRA recorded inspections and installation and closure inspection documentation submitted:

- a) \$80 for each registered "federally regulated" UST system in use (Type 1),
  - b) \$50 for each registered "federally regulated" temporarily-out-of-service UST (Type 2),
  - c) \$80 for each registered "heating fuel" UST greater than 4,000 gallons (Type 3),
2. The amount the contractor will be paid for each registered "In use" non-agriculture/non-private/non-retail above ground storage tank (AST) used for vehicle fueling, and payment for each registered "In use" above ground storage tank (AST) of occupancy type: utility, industrial, mercantile/commercial, school and government fleet:
    - a) \$80 for each Vehicle fuel ASTs (Type 6)
    - b) \$80 for each Non vehicle fuel ASTs (Type 7)
  3. \$150 for the site UST Pre-installation scope and planning meeting. Plus the Contractor's share of Comm 2 installation inspection fees. For installation inspections of plans reviewed at the state level, 80% of the Comm 2 installation inspection fee charged.
  4. \$80 for the site UST closure inspection.
  5. A fee equal to 7.5% of the annual inspection payment will be paid to the LPO if the annual audit determined that the LPO had met all contract expectations.
- F. In addition to the funding provided by the Department, the Contractor may have available the funds generated through the local plan review process and any permit fees established by ordinance on a local level. Contractors must charge according to the plan review and inspection fees established in Comm 2, Wis. Adm. Code.
- G. The Department retains the sole authority to determine the amount of monies payable to the Contractor for services provided by the Contractor under this Contract.