

NOTICE OF PUBLIC MEETING

CITY OF CHIPPEWA FALLS, WISCONSIN

IN ACCORDANCE with the provisions of Chapter 19, Subchapter IV of the Statutes of the State of Wisconsin, notice is hereby given that a public meeting of the:

Board of Public Works: XXX

Reasonable accommodations for participation by individuals with disabilities will be made upon request. Please call 715-726-2736.

Will be held on **Monday, September 24, 2018 at 5:30 P.M. in the City Hall Council Chambers**, Chippewa Falls, Wisconsin. Items of business to be discussed or acted upon at this meeting are shown on the attached Agenda or listed below:

NOTE: If you are a board member and unable to attend this meeting, please contact the Engineering Dept at 726-2736.

1. Approve the minutes of the September 10, 2018 Board of Public Works meeting. *(Attachment)*
2. Presentation from National League of Cities for Service Line Warranty Program. Make recommendation to the Common Council. *(Attachment)*
3. Consider paving downtown alley in Block 47 of Chippewa Falls Plat bound by Bridge Street, Grand Avenue, Bay Street and Columbia Street. Make recommendation to the Common Council.
4. Consider request for a wider than 35' driveway at 1722 Ludgate Street.
5. Consider request for a wider than 35' driveway at 1735 Ludgate Street.
6. Consider paving downtown alley in Block 44, Chippewa Falls Plat bound by Pine Street, Superior Street Grand Avenue and Columbia Street. Make recommendation to the Common Council.
7. Consider request for a wider than 35' driveway at 1717 Ludgate Street.
8. Consider revision to City of Chippewa Falls Municipal Code 8.04(3). Make recommendation to the Common Council. *(Attachment)*
9. Request permission for the Director of Public Works to grant wider driveways for Ludgate Street, Lombard Street, Oxford Street and Regent Street.
10. Adjournment

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE CITY COUNCIL MAY BE PRESENT AT THIS MEETING TO GATHER INFORMATION ABOUT A SUBJECT OVER WHICH THEY HAVE DECISION MAKING RESPONSIBILITY.

Please note that attachments to this agenda may not be final and are subject to change.
This agenda may be amended as it is reviewed.

CERTIFICATION

I hereby certify that a copy of this Notice was placed in the Chippewa Herald mailbox, 1st floor, City Hall and posted on the City Hall Bulletin Board on Wednesday, September 19, 2018 at 10:00 AM by Mary Bowe.

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, SEPTEMBER 10, 2018 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, September 10, 2018 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Alderperson Paul Olson. Absent was Darrin Senn. Assistant City Engineer Bill McElroy also attended.

1. **Motion** by Bauer, seconded by Olson to approve the minutes of the August 13, 2018 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board considered the attached Street Use Permit application for Chi-Hi Homecoming 2018. Director of Public Works Rubenzer noted that police services were necessary for the event and per City ordinance, the Board had to address the permit. **Motion** by Rubenzer, seconded by Olson to recommend the Common Council approve the Street Use Permit application from Chippewa Falls High School Student Council for the Chi-Hi Homecoming Parade, Pig Roast and Bonfire on Friday, September 28, 2018 and to charge for the event. **All present voting aye. MOTION CARRIED.**

3. The Board considered the attached Street Use Permit application from Chippewa Falls Main Street for the 2018 Bridge to Wonderland Parade. Director of Public Works Rubenzer noted that there were City services associated with the event but that Main Street had not been charged for previous parades. **Motion** by Rubenzer, seconded by Bauer to recommend the Common Council approve the attached Street Use Permit application from Chippewa Falls Main Street for the 2018 Bridge to Wonderland Parade on December 1, 2018 and not to charge for the event. **All present voting aye. MOTION CARRIED.**

4. The Board considered paving the East 125' of the downtown alley in Block 46, Chippewa Falls Plat, bound by Columbia Street, Bay Street, Grand Avenue and Island Street. Director of Public Works Rubenzer noted this is a continuation of the hot mix paving of downtown alleys program that began in 2016. He stated that the intention was for the Engineering Department to schedule the Public Information Meeting and for the Common Council to conduct the public hearing in October and then to pave the alleys in October 2018 or Spring 2019, depending on weather conditions. He continued that the 2018 price of \$6.75/alley front foot would be included on the resolution. Mayor Hoffman asked if the alley in Block 47, Chippewa Falls Plat, bound by Bridge Street, Grand Avenue, Bay Street and Columbia Street could be included. Director of Public Works Rubenzer stated it would be added to the September 24, 2018 Board of Public Works agenda. **Motion** by Hoffman, seconded by Olson to recommend the Common Council approve paving the East 125' of the downtown alley in Block 46, Chippewa Falls Plat, bound by

Columbia Street, Bay Street, Grand Avenue and Island Street. **All present voting aye.**
MOTION CARRIED.

5. The Board considered paving the West 121' and the East 140' of the downtown alley in Block 40, Chippewa Falls Plat, bound by Central Street, Bay Street, Grand Avenue and Bridge Street.

Motion by Rubenzer, seconded by Olson to recommend the Common Council approve paving the West 121' and the East 140' of the downtown alley in Block 40, Chippewa Falls Plat, bound by Central Street, Bay Street, Grand Avenue and Bridge Street. **All present voting aye.** **MOTION CARRIED.**

6. The Board considered paving the West 276' of the downtown alley in Block 21, Chippewa Falls Plat, bound by Central Street, Bridge Street, Spring Street and Bay Street.

Motion by Olson, seconded by Bauer to recommend the Common Council approve paving the West 276' of the downtown alley in Block 21, Chippewa Falls Plat, bound by Central Street, Bridge Street, Spring Street and Bay Street. **All present voting aye.** **MOTION CARRIED.**

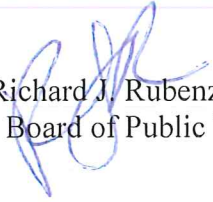
7. The Board considered paving the East 330' of the downtown alley in Block 20, Chippewa Falls Plat, bound by Central Street, Bay Street, Spring Street and Island Street.

Motion by Hoffman, seconded by Olson to recommend the Common Council approve paving the East 330' of the downtown alley in Block 20, Chippewa Falls Plat, bound by Central Street, Bay Street, Spring Street and Island Street. **All present voting aye.** **MOTION CARRIED.**

8. The Board considered paving the West 90' of the downtown alley in Block 22, Chippewa Falls Plat, bound by Bridge Street, Central Street, Rushman Drive and Spring Street.

Motion by Rubenzer, seconded by Olson to recommend the Common Council approve paving the West 90' of the downtown alley in Block 22, Chippewa Falls Plat, bound by Bridge Street, Central Street, Rushman Drive and Spring Street. **All present voting aye.** **MOTION CARRIED.**

9. **Motion** by Olson, seconded by Rubenzer to adjourn. **All present voting aye.** **MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:48 P.M.


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

WHY SHOULD OUR CITY offer this program?



Because aging infrastructure impacts private lines, too.

Nationwide a water main breaks every two minutes. The same elements that cause those failures also exist on your residents' private lines: age of lines, deteriorating pipe material, freezing and thawing, ground shifting.*

This program provides an optional — proactive — solution to a problem that is bound to strike your residents at some point in time.



Homeowners believe service line repairs are the city's responsibility.

When private service lines break or leak, many homeowners call the city first and are often surprised — and frustrated — to learn that the city can't help.

Educational marketing about homeowners' responsibility for service lines is a key component of the program.



An unexpected repair expense can be hard on a budget — and peace of mind.

Studies show that most Americans do not have enough savings to cover an emergency repair cost that could be from hundreds to as much as \$3,500 or more. In addition, many can be overwhelmed by having to find a trustworthy contractor.

The program provides affordable repair plans backed by vetted, local area contractors, keeping dollars in the local economy.

* 2016 survey conducted by the Associated Press-NORC Center for Public Affairs Research

WHY CHOOSE

to partner with the

NLC Service Line Warranty Program?



- ▲ At no cost to the city, the Program offers affordable protection for in-home plumbing and external water and sewer lines that will cover the cost of repairing leaks, breaks and clogs.
- ▲ The program features generous coverage amounts, and there is never a service fee or deductible. There are no annual or lifetime limits – just peace of mind for the homeowner.
- ▲ Contractors dispatched to the homeowner's residence undergo a rigorous background check before being accepted into the network.
- ▲ Contractors are local to the community to help keep money in the local economy.

RECOGNITION & ACKNOWLEDGEMENTS



- ▲ Maintained a customer satisfaction rating of greater than **95%** for more than a decade.
- ▲ **9 of 10** surveyed customers have recommended the program to friends, family and neighbors.
- ▲ Over **97%** of submitted claims are approved.
- ▲ 2014 **Pennsylvania Municipal League** Business/Community Partnership Award recipient.
- ▲ 2013 winner of the Western Pennsylvania **Better Business Bureau** Torch Award for Marketplace Ethics.



BBB Torch Award for Marketplace Ethics

Trust • Performance • Integrity

2013 Winner
Western Pennsylvania Better Business Bureau®



MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of _____, 20__ ("Effective Date"), by and between the City of Chippewa Falls, Wisconsin ("City"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("Company"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("Residential Property Owner"); and

WHEREAS, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "Product" and collectively, the "Products"); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Residential Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Residential Property Owners subject to the terms and conditions herein.
2. **Grant of License.** City hereby grants to Company a non-exclusive license ("License") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of Company during the Term and any Renewal Term of this Agreement.
3. **Term.** The term of this Agreement ("Term") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("Renewal Term") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement.

In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. Consideration.

A. As consideration for such license, Company will pay to City a License Fee as set forth in Exhibit A ("**License Fee**") during the term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30th of the succeeding year. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Indemnification.** Company hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "**Indemnitee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of services under the Products; provided that the applicable Indemnitee notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

6. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Greg Hoffman
City of Chippewa Falls
30 W. Central St.
Chippewa Falls, WI 54729-2412
Phone: (715) 726-2734

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317
Phone: (866) 974-4801

7. **Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

8. **Assignment.** This Agreement and the License granted herein may not be assigned by Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of the City, such consent not to be unreasonably withheld.

9. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

10. **Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Wisconsin. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

11. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

CITY OF CHIPPEWA FALLS

Name:

Title:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Michael Backus

Title: Chief Sales Officer

Exhibit A
NLC Service Line Warranty Program
City of Chippewa Falls
Term Sheet
March 8, 2018

I. Initial Term. Three years

II. License Fee. \$0.50 per Product for each month that a Product is in force for a Residential Property Owner (and for which payment is received by Company), aggregated and paid annually, for:

- a. City logo on letterhead, advertising, billing, and marketing materials
- b. Signature by City official

III. Products.

- a. External water service line warranty (initially, \$5.75 per month)
- b. External sewer/septic line warranty (initially, \$7.75 per month)
- c. Interior plumbing and drainage warranty (initially, \$9.99 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.

- a. External water service line warranty:
 - Homeowner responsibility: From the curb stop to the external wall of the home.
 - Covers thawing of frozen external water lines.
 - Covers well service lines if applicable.
- b. External sewer/septic line warranty: *external wall*
 - Homeowner responsibility: From the ~~property line~~ of the home to the main. *including the connection to the main.*
 - Covers septic lines if applicable.
- c. Interior plumbing and drainage warranty:
 - Water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage warranty Product via in-bound channels only.

8.04 - DRIVEWAY CONSTRUCTION . (Rep. & recr. #97-10)

:

- (1) PERMIT REQUIRED. (Am. #98-06) No person shall construct, reconstruct or maintain any driveway across or within any public street or alley right-of-way without first obtaining a driveway permit from the Director of Public Works or his authorized representative. The City Inspector shall not issue any building permit that requires or involves construction or reconstruction of any driveway across or within any public street or alley right-of-way until a driveway permit has been issued by the office of the Director of Public Works.
- (a) No permit shall be issued by the Director of Public Works, or his authorized representative, to any person other than:
1. A Contractor who will be actually performing the work.
 2. A General Contractor who is responsible for a subcontractor who will actually be performing the work.
 3. The Owner of the property which the driveway will serve, but only if the owner is actually performing all of the work.
- (b) Upon issuance of a driveway permit to a contractor under §8.04(1)(a)1. and 2., the Director of Public Works or his authorized representative shall mail a copy of the permit to the owner of the property.
- (c) Fees. The fee for issuing a driveway permit shall be recommended by the Board of Public Works and established by the Common Council and may be modified from time to time by resolution. A schedule of fees established by the Common Council shall be available for review at the Department of Public Works. (Cr. #05-20)
- (2) CONFORMANCE TO ZONING CODE REQUIREMENTS. No driveway permit may be issued that will provide access to parking facilities or areas for which parking is not a permitted use, as determined by the City Inspector.
- (3) WIDTH. The maximum width of driveways across or within the right-of-way of a public street or alley shall be 35 feet unless special permission is obtained from the ^{Director of} ~~Board of~~ ^{Public Works} Public Works. Said maximum width shall be measured at the face of existing or proposed curb and shall be measured between the points where the full curb height begins on either side of the driveway. The Director of Public Works, or representative, is authorized, upon application by a landowner, to grant a driveway permit over 35 feet in width if ~~the~~ ^{the driveway will not} drive enters upon a public alley and will not, in the opinion of the Director of Public Works, or representative, cause a safety or traffic problem. Landowners may apply to the Board of Public Works for further consideration in the event any such ^{driveway} ~~alley~~ permit is not granted. (Am. #98-41)