

STAFF REVIEW SUMMARY

CITY OF ONALASKA BOARD OF PUBLIC WORKS

February 4, 2014

Agenda Item: #4

**Project/Item Name: Wis. DNR water main & sanitary sewer
easement**

Location: Wis. DNR Bike Trail & I-90

Requested Action: Approval of easements

**Staff Report/Description: The easements are being requested from
the Wis. DNR for moving an existing
sanitary sewer and the addition of a water
main. The work is needed due to the
removal of existing bridge and installation of
a new box culvert by the Wis. DOT.**

**Attachments: Map, water main easement, sanitary sewer
easement**

State of Wisconsin
 Department of Natural Resources
 Box 7921
 Madison, WI 53707

**SANITARY SEWER LINE
 EASEMENT**

Wis. Stat. ss. 23.09(10) and 27.01(2)(g)
 Form 2200-15

THIS EASEMENT made by and between the State of Wisconsin, Department of Natural Resources (hereinafter referred to as the "Grantor") and the City of Onalaska (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, Grantor is the owner of the former property of Chicago and North Western Transportation Company known today as the "Great River State Trail" (hereinafter referred to as the "Trail");

WHEREAS, the Grantee desires to install, operate and maintain a 27" sanitary sewer line within a corridor which is 60 to 100 feet wide by 650 feet long, under, through and across the Trail of the Grantor in La Crosse County, Wisconsin (hereinafter referred to as the "Easement Area"), and more particularly described as follows:

Township 16 North Range 7 West, City of Onalaska

Section 16: Located in part of the NE¹/₄ of the NW¹/₄ and being a 60 to 100 foot wide easement for a sanitary sewer main crossing the Trail described as follows:

The northeast 60 feet of the southeast 545 feet of the right-of way of the abandoned Chicago and North Western Railroad as located northwesterly of the southeast right-of-way line of County Highway SS and all that part of the 100 feet wide right-of-way of the abandoned Chicago and North Western Railroad lying northwest of said southeast 545 feet and the southeast right-of-way line of Interstate Highway 90, as more particularly depicted on Exhibit "A" which is attached hereto and made a part hereof;

WHEREAS, the underground sanitary sewer line easement is part of a larger project installation, including the installation of an underground water main line in the same Easement Area, with the above described segment impacting Grantor's property associated with the Trail;

NOW, THEREFORE, for and in consideration of the sum of Five Hundred Dollars (\$500.00), the Grantor hereby conveys to the Grantee, its successor and assigns, a non-exclusive easement to install, maintain, inspect, operate and repair under, through and across the Easement Area, a sanitary sewer line.

It is understood by the Grantor and the Grantee that this grant of non-exclusive easement is subject to the following conditions:

1. The parties hereto confirm and agree that the recitals set forth above are true and correct and incorporate the same herein for all purposes.

Recording Area

Return: Department of Natural Resources
 Bureau of Facilities & Lands - LF/6
 P.O. Box 7921
 Madison, WI 53707-7921
 Attn: Sharene Smith (CE-_____)

Parcel Identification Number (PIN):
 18-3515-2

2. This easement authorizes only the above defined sanitary sewer line as described in application materials received October 18, 2013 as retained in Grantor's files. This easement is limited to the Grantee and is not transferrable to a third party, except after written notification to Grantor. The Grantee will not have the right to allow additional co-location by a third party without written consent from the Grantor and amendment to the easement.
3. The location of the buried sanitary sewer line shall be prominently marked above ground to alert Grantor of the presence of the buried structure. The required above-ground marking is necessary to alert the Grantor's employees, contractors and assigns of its presence so as to avoid accidental damage in the event significant Trail work were to be completed at the Easement Area.
4. The easement shall be non-exclusive and the Grantor may use the Premises and shall have the right to lease or convey other easements to one or more other person(s), company(ies) or other entity(ies); provided that any such subsequent use, lease or conveyance shall not interfere with the Grantee's rights.
5. The Grantee shall contact the Grantor's Trail manager, at the number listed below, of project commencement at least ten (10) days prior to initiation of any construction on Grantor's land or maintenance work occurring after the initial installation.
6. If an emergency situation arises from the underground water main within the Easement Area requiring immediate action by the Grantee the Grantee shall promptly notify the Grantor's Trail manager that an emergency exists and that the Grantee is proceeding to correct the emergency situation. Said notification shall be directed to the Perrot State Park at 608-534-6409.
7. Grantor grants to the Grantee the right to enter upon the Grantor's property outside of the Easement Area for the purpose of gaining access to the Easement Area for the purpose of installing, constructing, operating, maintaining and replacing the underground water main line and to do any and all other such work as Grantee deems reasonably necessary in accordance with the rights granted it under this easement.
8. The Grantee may cut, trim and remove any brush, trees, logs, stumps or branches which by reason of their proximity may endanger or interfere with the said line or the operation thereof. Any such undertakings occurring after the initial installation shall be done with the prior written approval and under the supervision of the Grantor. All trees having a commercial value, including firewood, shall be cut in standard lengths and piled conveniently by the Grantee, for disposal, by sale or otherwise, by the Grantor. All stumps, slash, and other debris resulting from the clearing of the easement area shall be disposed of by the Grantee in a manner acceptable to the Grantor
9. All signage placed by the Grantee for purposes of project activities shall have prior approval from the Grantor, which approval shall not be unreasonably withheld, delayed or denied.
10. The Grantee shall maintain the Easement Area in a decent, sanitary, and safe condition during construction, installation, operation, maintenance and replacement, and at no time shall the Grantee allow its work to cause a hazard or unsafe conditions on the Trail.

11. The Grantee is responsible to determining the location of any existing utilities within the Easement Area. Grantee shall be responsible for any and all damages, costs or liabilities caused by the Grantee that result from any damage to any existing utilities within the Easement Area.
12. The Grantee shall obtain all necessary permits, approvals, and licenses and comply with all applicable federal, state, and local statutes, regulations and ordinances affecting the designed, materials or performance of exercising any and all rights granted by this easement. This Easement does not does not supersede any other governmental requirements for plan approval or for authority to undertake the permitted activity or exercising any other rights granted herein.
13. Relating to installation, construction, operation, maintenance, and replacement work within the Easement Area, work shall be completed as follows:
 - a. Other than as otherwise permitted herein; the Trail should remain open for public use at all times. Trail closures will not be allowed during snowmobile season and may not be allowed at certain times during bicycling season depending on planned events, activities, or volume of use. All closures must be coordinated with the Grantor's trail manager. Any trail closure of more than 1 day may be done only with written permission of the Grantor's trail manager.
 - b. If the Trail must be blocked at any time due to safety, a flag person must be present or appropriate signage must be installed such that Trail users are informed of the blockage and an acceptable detour (if needed) must be provided by the Grantee so users can pass through safely. Grantee shall not use the trail right-of-way for backing of any equipment unless a flag person is present and directing Trail traffic.
 - c. Warning signs, lights, or such other safety markers as necessary shall be placed informing trail users of any construction work or as otherwise directed by the Grantor's trail manager.
 - d. If needed, as determined by the Grantor's trail manager, Grantee shall place passable barricades at entry points for trail users that require Trail users to substantially reduce their speed and proceed single file. Barricade points must include signs stating that construction activities are taking place along the Trail, listing a reduced speed limit, and indicating 2-way, single-file traffic.
 - e. All excavated open holes must be adequately marked at all times by the Grantee and warning signs must be placed and maintained by Grantee a safe distance ahead in both directions.
 - f. All excavated holes shall be filled in and made level with the original grade by the Grantee prior to project activity completion.
 - g. Insofar as is practicable and when the Grantor requests other than during the initial construction or due to an emergency situation, the Grantee shall schedule any construction work in an area used for recreational purposes at times when the ground is frozen in order to prevent or reduce soil compaction. All work will be conducted to minimize soil disturbance. All rutting will be repaired and the Premises restored as promptly as possible by Grantee following its work. If soils are not frozen or stable to a point that avoids rutting, timber mats, mud tracks, or equivalent must be utilized to access installation, construction, maintenance, or replacement locations.
 - h. Any and all ground settling or Trail surface damage caused by the exercise of the Grantee rights within a 2 year period from the date of installation or any maintenance is the sole responsibility of the Grantee and must be restored or repaired to pre-construction or better conditions using the same type and quality materials as approved by the Grantor's trail manager. Upon failure to perform by the Grantee within 20 days of notification by the Grantor's Trail manager of needed repairs or restoration, repairs or restoration may be

contracted by the Grantor's Trail manager and the Grantee shall be liable for all costs associated with such repairs and restoration.

- i. Grantee shall not park or store any vehicles or equipment on the Trail at any time unless authorized in writing by Grantor or Grantor's Trail manager.
 - j. No work is authorized that encourages or promotes water drainage onto the Trail.
14. Conveyance of this easement may be encumbered by federal railroad interest and subject to future restoration and reconstruction of the Right of Way for rail purposes consistent with Section 208 of the National Trails System Act Amendment of 1983, Publ. L. No. 98-11 (16 U.S.C. 1247(d)) and subject to reservations, exceptions and leases, agreements and permits authorized by the former railroad company or the Grantor prior to the execution of this easement. Grantor shall provide no less than one year written notice of the necessity for the reestablishment of railroad.
15. The easement shall automatically terminate upon Grantee's abandonment of the Easement Area and shall automatically revert to and revest in the Grantor without reentry upon the abandonment of the use of the same for utility purposes for which the easement was granted or upon non-use of the same for a period of 2 years.
16. The Grantee assumes and agrees to protect, indemnify and save harmless the Grantor and Grantor's agents, officers and employees from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property or bodily injury including death, arising directly or indirectly:
- a. Out of the installation, construction, operation, maintenance, replacement, existence, use and repair of the underground water main;
 - b. Out of any defect in the line or failure thereof;
 - c. Out of any act or omission of the Grantee, its agents or employees while on or about the Easement Area or any of Grantor's adjoining Premises.
17. Annually the Grantee shall be required to provide the Grantor adequate evidence of financial responsibility to meet the liabilities, losses, demands and actions from which the Grantee is required to meet. Evidence of adequate financial responsibility shall be either appropriate evidence that the Grantee is self-insured and has sufficient resources to provide coverage equivalent to an insurance policy having combined single limits of not less than \$500,000.00 or, alternatively, evidence of an appropriate insurance policy having combined single limits of not less than \$500,000.00. If Grantee chooses to provide evidence of an appropriate insurance policy, Grantee shall furnish the Grantor the requisite certificate of insurance showing that the Grantor, their officers, employees and agents, has the status of an additional insured under the insurance policy. If at any time the Grantor determines that the Grantee has not provided adequate evidence of financial responsibility, the Grantee shall immediately suspend any installation, construction, maintenance or replacement on the Premises until adequate evidence of financial responsibility is again provided to the Grantor.
18. All notices or other writings this easement requires to be given, or which may be given, to either party by the other shall be deemed to have been fully given when made in writing and either by certified mail, return receipt requested or deposited in the United States mail, prepaid and addressed as follows:
- a. To the Grantor: Department of Natural Resources Trail Coordinator, W26247 Sullivan Road, Trempealeau, WI 54661, 608-534-6409
 - b. To the Grantee: Jarrod Holter, City of Onalaska, 415 Main Street, Onalaska, WI 54650. Phone Number: 608-781-9537.

- c. The address to which any notice, demand, or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above provided.
19. The Grantor retains management, supervision and control over the Premises for the purpose of enforcing Chapter NR 45, Wis. Adm. Code governing the conduct of visitors to state lands and to provide for the protection of the natural resources, and pertinent state laws, when needed to protect the Premises or the general public.
20. Grantor does not warrant that title to the property is free and clear of all encumbrances or that it has sole ownership or that it will defend the Grantee in its peaceful use and occupancy of the property.
21. This easement shall be binding on the parties hereto and their respective successors and assigns.
22. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
23. This easement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this easement.
24. If any term or condition of this easement shall be deemed invalid or unenforceable, the remainder of this easement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
25. Enforcement of this easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this easement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this easement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

END OF CONDITIONS

IN WITNESS WHEREOF, the Grantor has caused this easement to be executed on its behalf this day of _____, 2014.

State of Wisconsin
Department of Natural Resources
For the Secretary

By _____ (SEAL)
Douglas J. Haag
Deputy Facilities and Lands Bureau Director

State of Wisconsin)
) ss.
Dane County)

Personally came before me this _____ day of _____, 2014, the above named Douglas J. Haag, Deputy Facilities and Lands Bureau Director, State of Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.

Sharene J. Smith
Notary Public, State of Wisconsin
My Commission (expires)(is) _____

IN WITNESS WHEREOF the Grantee has agreed to and caused this easement to be executed on its behalf this -
____ day _____, 2014.

City of Onalaska

By _____ (SEAL)
*

State of Wisconsin)
) ss.
La Crosse County)

Personally appeared before me this _____ day of _____, 2014, the above
named _____, City of Onalaska, to me known to be the person who executed the
foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose
therein contained.

*
Notary Public, State of Wisconsin
My Commission (expires)(is) _____

*Please print name

This instrument drafted by:
Attorney Kristin A. Hess
State Bar # 1001214
State of Wisconsin
Department of Natural Resources

State of Wisconsin
 Department of Natural Resources
 Box 7921
 Madison, WI 53707

**UNDERGROUND WATER
 MAIN LINE EASEMENT**

Wis. Stat. ss. 23.09(10) and 27.01(2)(g)
 Form 2200-15

THIS EASEMENT made by and between the State of Wisconsin, Department of Natural Resources (hereinafter referred to as the "Grantor") and the City of Onalaska, (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, Grantor is the owner of the former property of Chicago and North Western Transportation Company known today as the "Great River State Trail" (hereinafter referred to as the "Trail");

WHEREAS, the Grantee desires to install, operate and maintain a 8" underground water main line within a corridor which is 60 to 100 feet wide by 650 feet long, under, through and across the Trail of the Grantor in La Crosse County, Wisconsin (hereinafter referred to as the "Easement Area"), and more particularly described as follows:

Township 16 North Range 7 West, City of Onalaska

Section 16: Located in part of the NE¹/₄ of the NW¹/₄ and being a 60 to 100 foot wide easement for a water main crossing the Trail described as follows:

The northeast 60 feet of the southeast 545 feet of the right-of way of the abandoned Chicago and North Western Railroad as located northwesterly of the southeast right-of-way line of County Highway SS and all that part of the 100 feet wide right-of-way of the abandoned Chicago and North Western Railroad lying northwest of said southeast 545 feet and the southeast right-of-way line of Interstate Highway 90, as more particularly depicted on Exhibit "A" which is attached hereto and made a part hereof;

WHEREAS, the underground water main line easement is part of a larger project installation, including the installation of an underground sanitary sewer line in the same Easement Area, with the above described segment impacting Grantor's property associated with the Trail;

NOW, THEREFORE, for and in consideration of the sum of Five Hundred Dollars (\$500.00), the Grantor hereby conveys to the Grantee, its successor and assigns, a non-exclusive easement to install, maintain, inspect, operate and repair under, through and across the Easement Area, an underground water main.

It is understood by the Grantor and the Grantee that this grant of non-exclusive easement is subject to the following conditions:

1. The parties hereto confirm and agree that the recitals set forth above are true and correct and incorporate the same herein for all purposes.

Recording Area

Return: Department of Natural Resources
 Bureau of Facilities & Lands - LF/6
 P.O. Box 7921
 Madison, WI 53707-7921
 Attn: Sharene Smith (CE-_____)

Parcel Identification Number (PIN):
 18-3515-2

2. This easement authorizes only the above defined underground water main as described in application materials received October 18, 2013 as retained in Grantor's files. This easement is limited to the Grantee and is not transferrable to a third party, except after written notification to Grantor. The Grantee will not have the right to allow additional co-location by a third party without written consent from the Grantor and amendment to the easement.
3. The location of the buried water main shall be prominently marked above ground to alert Grantor of the presence of the buried structure. The required above-ground marking is necessary to alert the Grantor's employees, contractors and assigns of its presence so as to avoid accidental damage in the event significant Trail work were to be completed at the Easement Area.
4. The easement shall be non-exclusive and the Grantor may use the Premises and shall have the right to lease or convey other easements to one or more other person(s), company(ies) or other entity(ies); provided that any such subsequent use, lease or conveyance shall not interfere with the Grantee's rights.
5. The Grantee shall contact the Grantor's Trail manager, at the number listed below, of project commencement at least ten (10) days prior to initiation of any construction on Grantor's land or maintenance work occurring after the initial installation.
6. If an emergency situation arises from the underground water main within the Easement Area requiring immediate action by the Grantee the Grantee shall promptly notify the Grantor's Trail manager that an emergency exists and that the Grantee is proceeding to correct the emergency situation. Said notification shall be directed to the Perrot State Park at 608-534-6409.
7. Grantor grants to the Grantee the right to enter upon the Grantor's property outside of the Easement Area for the purpose of gaining access to the Easement Area for the purpose of installing, constructing, operating, maintaining and replacing the underground water main line and to do any and all other such work as Grantee deems reasonably necessary in accordance with the rights granted it under this easement.
8. The Grantee may cut, trim and remove any brush, trees, logs, stumps or branches which by reason of their proximity may endanger or interfere with the said line or the operation thereof. Any such undertakings occurring after the initial installation shall be done with the prior written approval and under the supervision of the Grantor. All trees having a commercial value, including firewood, shall be cut in standard lengths and piled conveniently by the Grantee, for disposal, by sale or otherwise, by the Grantor. All stumps, slash, and other debris resulting from the clearing of the easement area shall be disposed of by the Grantee in a manner acceptable to the Grantor
9. All signage placed by the Grantee for purposes of project activities shall have prior approval from the Grantor, which approval shall not be unreasonably withheld, delayed or denied.
10. The Grantee shall maintain the Easement Area in a decent, sanitary, and safe condition during construction, installation, operation, maintenance and replacement, and at no time shall the Grantee allow its work to cause a hazard or unsafe conditions on the Trail.

11. The Grantee is responsible to determining the location of any existing utilities within the Easement Area. Grantee shall be responsible for any and all damages, costs or liabilities caused by the Grantee that result from any damage to any existing utilities within the Easement Area.
12. The Grantee shall obtain all necessary permits, approvals, and licenses and comply with all applicable federal, state, and local statutes, regulations and ordinances affecting the designed, materials or performance of exercising any and all rights granted by this easement. This Easement does not does not supersede any other governmental requirements for plan approval or for authority to undertake the permitted activity or exercising any other rights granted herein.
13. Relating to installation, construction, operation, maintenance, and replacement work within the Easement Area, work shall be completed as follows:
 - a. Other than as otherwise permitted herein; the Trail should remain open for public use at all times. Trail closures will not be allowed during snowmobile season and may not be allowed at certain times during bicycling season depending on planned events, activities, or volume of use. All closures must be coordinated with the Grantor's trail manager. Any trail closure of more than 1 day may be done only with written permission of the Grantor's trail manager.
 - b. If the Trail must be blocked at any time due to safety, a flag person must be present or appropriate signage must be installed such that Trail users are informed of the blockage and an acceptable detour (if needed) must be provided by the Grantee so users can pass through safely. Grantee shall not use the trail right-of-way for backing of any equipment unless a flag person is present and directing Trail traffic.
 - c. Warning signs, lights, or such other safety markers as necessary shall be placed informing trail users of any construction work or as otherwise directed by the Grantor's trail manager.
 - d. If needed, as determined by the Grantor's trail manager, Grantee shall place passable barricades at entry points for trail users that require Trail users to substantially reduce their speed and proceed single file. Barricade points must include signs stating that construction activities are taking place along the Trail, listing a reduced speed limit, and indicating 2-way, single-file traffic.
 - e. All excavated open holes must be adequately marked at all times by the Grantee and warning signs must be placed and maintained by Grantee a safe distance ahead in both directions.
 - f. All excavated holes shall be filled in and made level with the original grade by the Grantee prior to project activity completion.
 - g. Insofar as is practicable and when the Grantor requests other than during the initial construction or due to an emergency situation, the Grantee shall schedule any construction work in an area used for recreational purposes at times when the ground is frozen in order to prevent or reduce soil compaction. All work will be conducted to minimize soil disturbance. All rutting will be repaired and the Premises restored as promptly as possible by Grantee following its work. If soils are not frozen or stable to a point that avoids rutting, timber mats, mud tracks, or equivalent must be utilized to access installation, construction, maintenance, or replacement locations.
 - h. Any and all ground settling or Trail surface damage caused by the exercise of the Grantee rights within a 2 year period from the date of installation or any maintenance is the sole responsibility of the Grantee and must be restored or repaired to pre-construction or better conditions using the same type and quality materials as approved by the Grantor's trail manager. Upon failure to perform by the Grantee within 20 days of notification by the Grantor's Trail manager of needed repairs or restoration, repairs or restoration may be

contracted by the Grantor's Trail manager and the Grantee shall be liable for all costs associated with such repairs and restoration.

- i. Grantee shall not park or store any vehicles or equipment on the Trail at any time unless authorized in writing by Grantor or Grantor's Trail manager.
 - j. No work is authorized that encourages or promotes water drainage onto the Trail.
14. Conveyance of this easement may be encumbered by federal railroad interest and subject to future restoration and reconstruction of the Right of Way for rail purposes consistent with Section 208 of the National Trails System Act Amendment of 1983, Publ. L. No. 98-11 (16 U.S.C. 1247(d)) and subject to reservations, exceptions and leases, agreements and permits authorized by the former railroad company or the Grantor prior to the execution of this easement. Grantor shall provide no less than one year written notice of the necessity for the reestablishment of railroad.
15. The easement shall automatically terminate upon Grantee's abandonment of the Easement Area and shall automatically revert to and revest in the Grantor without reentry upon the abandonment of the use of the same for utility purposes for which the easement was granted or upon non-use of the same for a period of 2 years.
16. The Grantee assumes and agrees to protect, indemnify and save harmless the Grantor and Grantor's agents, officers and employees from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property or bodily injury including death, arising directly or indirectly:
- a. Out of the installation, construction, operation, maintenance, replacement, existence, use and repair of the underground water main;
 - b. Out of any defect in the line or failure thereof;
 - c. Out of any act or omission of the Grantee, its agents or employees while on or about the Easement Area or any of Grantor's adjoining Premises.
17. Annually the Grantee shall be required to provide the Grantor adequate evidence of financial responsibility to meet the liabilities, losses, demands and actions from which the Grantee is required to meet. Evidence of adequate financial responsibility shall be either appropriate evidence that the Grantee is self-insured and has sufficient resources to provide coverage equivalent to an insurance policy having combined single limits of not less than \$500,000.00 or, alternatively, evidence of an appropriate insurance policy having combined single limits of not less than \$500,000.00. If Grantee chooses to provide evidence of an appropriate insurance policy, Grantee shall furnish the Grantor the requisite certificate of insurance showing that the Grantor, their officers, employees and agents, has the status of an additional insured under the insurance policy. If at any time the Grantor determines that the Grantee has not provided adequate evidence of financial responsibility, the Grantee shall immediately suspend any installation, construction, maintenance or replacement on the Premises until adequate evidence of financial responsibility is again provided to the Grantor.
18. All notices or other writings this easement requires to be given, or which may be given, to either party by the other shall be deemed to have been fully given when made in writing and either by certified mail, return receipt requested or deposited in the United States mail, prepaid and addressed as follows:
- a. To the Grantor: Department of Natural Resources Trail Coordinator, W26247 Sullivan Road, Trempealeau, WI 54661, 608-534-6409
 - b. To the Grantee: Jarrod Holter, City of Onalaska, 415 Main Street, Onalaska, WI 54650. Phone Number: 608-781-9537.

c. The address to which any notice, demand, or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above provided.

19. The Grantor retains management, supervision and control over the Premises for the purpose of enforcing Chapter NR 45, Wis. Adm. Code governing the conduct of visitors to state lands and to provide for the protection of the natural resources, and pertinent state laws, when needed to protect the Premises or the general public.
20. Grantor does not warrant that title to the property is free and clear of all encumbrances or that it has sole ownership or that it will defend the Grantee in its peaceful use and occupancy of the property.
21. This easement shall be binding on the parties hereto and their respective successors and assigns.
22. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
23. This easement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this casement.
24. If any term or condition of this easement shall be deemed invalid or unenforceable, the remainder of this easement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
25. Enforcement of this easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this easement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this easement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

END OF CONDITIONS

IN WITNESS WHEREOF, the Grantor has caused this easement to be executed on its behalf this _____ day of _____, 2014.

State of Wisconsin
Department of Natural Resources
For the Secretary

By _____ (SEAL)
Douglas J. Haag
Deputy Facilities and Lands Bureau Director

State of Wisconsin)
) ss.
Dane County)

Personally came before me this _____ day of _____, 2014, the above named Douglas J. Haag, Deputy Facilities and Lands Bureau Director, State of Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.

Sharene J. Smith
Notary Public, State of Wisconsin
My Commission (expires)(is) _____

IN WITNESS WHEREOF the Grantee has agreed to and caused this easement to be executed on its behalf this -
_____ day _____, 2014.

City of Onalaska

By _____ (SEAL)
*

State of Wisconsin)
) ss.
La Crosse County)

Personally appeared before me this _____ day of _____, 2014, the above
named _____, City of Onalaska, to me known to be the person who executed the
foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose
therein contained.

*
Notary Public, State of Wisconsin
My Commission (expires)(is) _____

*Please print name

This instrument drafted by:
Attorney Kristin A. Hess
State Bar # 1001214
State of Wisconsin
Department of Natural Resources

STAFF REVIEW SUMMARY

CITY OF ONALASKA BOARD OF PUBLIC WORKS

February 4, 2014

Agenda Item: #5

Project/Item Name: Theater Road Traffic Signal

Location: Theater Road & Midwest Drive

Requested Action: Approval of engineering services

Staff Report/Description: Staff is requesting assistance with review of shop drawings, final project electrical work site visit, and response to request for construction questions for project. City staff will perform resident observation and contract administration.

Attachments: Amendment #2



Strand Associates, Inc.®

910 West Wingra Drive

Madison, WI 53715

(P) 608-251-4843

(F) 608-251-8655

January 21, 2014

City of Onalaska
415 Main Street
Onalaska, WI 54650

Attention: Mr. Jarrod Holter, P.E., City Engineer

Re: Amendment No. 2 to the February 19, 2013, Agreement for Design Services and
Bidding-Related Services
Theater Road/Midwest Drive Traffic Signal Design

This is Amendment No. 2 to the referenced Agreement.

Under **Scope of Services**, ADD the following:

- “21. Review contractor’s shop drawing submittals related to traffic signals.
22. Conduct one visit in relation to traffic signals. In furnishing observation services, ENGINEER’s efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor’s work and will not be responsible for the contractor’s construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor’s failure to perform the construction work in accordance with the Contract Documents.
23. Communicate with OWNER concerning minor construction-related items.”

Under **Compensation** ADD the following:

“OWNER shall compensate ENGINEER for construction-related **Scope of Services** items No. 21, No. 22, and No. 23 on an hourly rate basis plus expenses an estimated fee of \$8,500.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus 10 percent.

City of Onalaska
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January 21, 2014

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that assumes the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

	<u>Hourly Billing Rates</u>
Principal Engineer	\$211 to \$388
Senior Project Manager	\$159 to \$199
Project Managers	\$ 93 to \$167
Project Engineers and Scientists	\$ 74 to \$133
Engineering Technicians and Draftspersons	\$ 50 to \$120
Office Production	\$ 76 Average

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustment will be negotiated based on ENGINEER's increase in costs caused by delays, extensions, amendments, or changes."

Under **Schedule**, CHANGE January 31, 2014, to "July 31, 2014."

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF ONALASKA

Matthew S. Richards
Corporate Secretary

Date

Joe Chilsen
Mayor

Date

Cari Burmaster
City Clerk

Date

**BOARD OF PUBLIC WORKS
MONTHLY ESTIMATES
February 4, 2014**

<u>Contractor</u>	<u>Original Contract Amount</u>	<u>Change Orders</u>	<u>Paid to Date</u>	<u>Due this Estimate</u>
1. STRAND ASSOCIATES (01321) Storm Lift Electrical troubleshooting Estimate #3	\$ -	\$ -	\$ 1,410.42	\$ 577.12
2. SEH INC. Solid Waste Public Education and Outreach Estimate #4	\$ 7,000.00	\$ -	\$ 3,640.00	\$ 2,660.00
3. SEH INC. (01375) Old City Shop Environmental Sample collection & Wis. DNR Estimate #4	\$ 9,900.00	\$ -	\$ 5,182.58	\$ 2,079.30
4. LA CROSSE COUNTY HWY DEPT CTH SN Design Estimate #1	\$ 17,293.00	\$ -	\$ -	\$ 1,657.19
5. HAAS SONS INC. (01167) 2013 Utility Project Construction Estimate #7	\$ 1,073,982.25	\$ 17,721.53	\$1,070,877.66	\$ 553.43
6. WAPASHA CONSTRUCTION 2013 Reservoir Improvements Construction Estimate #3	\$ 294,991.99	\$ -	\$ 56,730.15	\$ 18,680.31
7. STEIGER CONSTRUCTION (01320) 2013 Miscellaneous Concrete Construction Estimate #5 - FINAL	\$ 43,109.90	\$ -	\$ 35,962.11	\$ 4,203.53
8. RETTLER CORP Gullickson Tennis Courts Design/Construction Observation Estimate #3	\$ 37,050.00	\$ -	\$ 34,650.00	\$ 2,400.00