

CITY OF CHIPPEWA FALLS, WISCONSIN

NOTICE OF PUBLIC MEETING

In accordance with the provisions of the Wisconsin State Statutes, Sec. 19.84, notice is hereby given that a public meeting of the:

Committee No. 1
Revenues, Disbursements, Water and Wastewater

Will be held on **Wednesday, March 14, 2018 at 10:00 AM, Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.**

Items of business to be discussed or acted upon at this meeting are shown on the attached agenda below:

AMENDED AGENDA

- 1. Discuss funding for proposal from Ayres Associates, Inc. to apply for a grant to replace draw down gate valves, stems, and other improvements at Glen Loch Dam. Possible recommendations to the Council.**
- 2. Brief discussion regarding 2018 bonding process and potential department needs. Possible recommendations to the Council.**
- 3. Discuss request for rate increase for contracted cleaning services. Possible recommendation to the Council.**
- 4. Listen to UW Extension "Tax Increment Financing" teleconference with brief discussion to follow. Informational purposes only.**
- 5. 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.

NOTE: REASONABLE ACCOMMODATIONS FOR PARTICIPATION BY INDIVIDUALS WITH DISABILITIES WILL BE MADE UPON REQUEST. FOR ADDITIONAL INFORMATION OR TO REQUEST THIS SERVICE, CONTACT THE CITY CLERK AT 726-2719.

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 OF OFFICIAL NEWSPAPER

I hereby certify that a copy of this notice has been posted on the City Hall bulletin board and a copy has been given to the Chippewa Herald on March 9, 2018 at 4:00 pm by BNG.

I hereby certify that an amended copy of this notice has been posted on the City Hall bulletin board and a copy has been given to the Chippewa Herald on March 13, 2018 at 9:15 am by BNG.



March 9, 2018

Mr. Richard J. Rubenzer, P.E.
Director of Public Works/City Engineer/Utility Manager
City of Chippewa Falls Engineering Department
30 West Central Street
Chippewa Falls, WI 54729

Re: Glen Loch Dam
2018 Municipal Dam Grant and Repair Plan

Dear Mr. Rubenzer:

Thank you for the opportunity to submit this proposal for professional services for investigating repair options and completing and Municipal Dam Grant application for the City's dam. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

The dam has two sluice gates that are difficult to open, likely due to either a broken stem mount or excessive gate side seal friction. This prevents the lake from being drawn down, which in the event of a dam emergency would be a requirement of the WDNR. With improvements planned for Erickson Park, upstream boater and pedestrian traffic will significantly increase near the dam. The City is pursuing placement of buoys upstream of the spillway. This work is eligible for funding by the WDNR under the municipal dam grant program. To maximize the points the city can score, to secure best chance of being awarded a municipal dam repair grant, we recommend that the City, in addition to completing a grant application, they also submit a plan for the repairs to the WDNR before the grant applications are due. Having submitted plans will award the City an additional 20 points in the grant scoring system, increases the likelihood the City will receive a grant from the WDNR.

Our proposal is broken down into two phases. If the city chooses to not submit plans for approval, this phase of work will not be awarded.

Scope of Services

Grant Application Phase:

1. Compile supporting data for the 2018-2019 DNR Municipal Dam Grant application.
2. Prepare a cost opinion for the DNR grant.

Plan Approval Submittal Phase:

1. Investigate boat restraining barrier and warning buoys considering the Americans with Disabilities Act boat launch proximity and motorized craft expected for the impoundment. Prepare a layout drawing and technical specification section for plan approval submittal.
2. Investigate additional security fencing for the east and west sides of the dam. Prepare a layout drawing showing the fence and a technical specification section for plan approval submittal.
3. Investigate a reasonable repair plan for the stuck gate(s). We will assume that the discharge tubes for each gate will need to be ballooned to allow divers to open and close the gate safely. For the grant application, we will also assume that both gate side seals are the root cause for the broken stem mounts and excessive opening forces. We will prepare a plan that does not include a full lake drawdown, but we assume the divers will likely need the City to draw the lake down about 2 feet below the crest. The drawdown will require siphoning or pumping minimum flow water over the crest to comply with DNR requirements for flowrate downstream. Prepare a single drawing and technical specification for plan approval submittal.
4. Prepare a Plan Approval application for City signature and submittal.

Responsibilities of Owner and Others

The owner will provide access to available documentation about the dam. We have some photographs of the dam during the gate replacement, but we would like to see what other photographs are in the City records. (Ayres' box files for old projects are shredded after several years pass beyond the project end date.)

The owner will also provide a signed copy of the required City resolution authorizing the grant.

The owner will also sign and submit required payment for the Plan Approval application. (The Plan Approval application fee is approximately an extra \$503.)

Additional Services

The services outlined above are for plan submittal and grant application only. If the City moves forward with the project, bidding and construction administration service can be provided. If these services are necessary, they would be additional services, and a fee estimate would be prepared.

Note that the placements of buoys and navigation restrictions require a DNR warden permit and that application is not included in our proposal. We propose that we wait until the grant is awarded to prepare and submit the buoy / navigational marker permit application.

Mr. Richard J. Rubenzer
March 9, 2018
Page 3 of 3

Time Schedule

We will complete the above Scope of Services within 45 calendar days of receiving a Notice to Proceed. The grant is due on April 30, and we can meet this submission deadline if we are given notice to proceed by March 23.

Fee

Our fees will be charged on a lump sum basis broken down as follows:

| | |
|-------------------------|---------|
| Grant Application | \$1,750 |
| Plan Approval Submittal | \$4,400 |

Contract Terms and Conditions

Attached are "Contract Terms and Conditions," which will apply to the services and which are incorporated into this proposal by reference.

Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until March 23, 2018, unless extended by us in writing.

Mr. Richard J. Rubenzer
March 9, 2018
Page 2 of 3

Proposed by Consultant:

Ayres Associates Inc



Christopher T. Goodwin, PE
Manager, Water Resources
Direct: 715.831.7682
goodwinc@AyresAssociates.com

Accepted by Owner:

City of Chippewa Falls
Owner's Name

Signature

Richard J. Rubenzer PE
Name

Director of Public Works/City
Engineer/Utilities Manager
Title

Date

Attachments: Contract Terms and Conditions

**AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS**

1. Performance of Services: Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

2. Billing and Payment: Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.

3. Access to Site: Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

4. Location of Utilities: Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

5. Hazardous Materials: In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses.

6. Insurance: Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

7. Limitation of Professional Liability: Owner agrees to limit Consultant's professional liability to an amount of \$50,000 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000 for increased consideration of ten percent (10%) of the total fee or \$500, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.

8. Opinions of Probable Costs: Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

9. Construction Review: Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

10. Construction Observation: On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

11. Standard of Performance: The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. Ownership of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

15. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

16. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

17. Third Party Benefits: This contract does not create any benefits for any third party.

18. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

19. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

20. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

21. Amendments: This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Participation

The teleconferences are audio-only. You participate by telephone. An email with connection information and a link to the PDF of the reference materials will be sent out five days prior to the program.

Please reserve the time in your schedule to get the benefit of participating with your colleagues statewide. You will hear the answers to their questions and they will benefit from hearing the answers to yours.

Cost

\$20. Participate by telephone during the teleconference. The connection information will be sent by email and includes a link to the reference materials (PDF).

\$35. Participate by telephone during the teleconference plus hard copy of reference materials. Please register early to allow one week for U.S. Postal Service delivery.

*Please note that registering for participation by telephone does **not** include access to a recorded version. See below for how to order recorded versions.*

Can't Attend?

Recorded versions are available two weeks after the teleconference.

Online audiostream (audio plus PDF of reference materials) \$28. To order the audiostream, contact the UW-Extension Learning Store at learningstore.uwex.edu or 1-877-947-7827.

USB drive with digital files of audio and reference materials \$35 (includes shipping via U.S. Postal Service). To order USB drive, contact the Local Government Center at 608-262-9960 or 608-262-9961.

An EEO/AA employer, University of Wisconsin-Extension provides equal opportunities in employment and programming, including Title VI, Title IX and American with Disabilities (ADA) requirements. La Universidad de Wisconsin-Extensión, un empleador con igualdad de oportunidades y acción afirmativa (EEO/AA), proporciona igualdad de oportunidades en empleo y programas, incluyendo los requisitos del Título VI (Title VI), Título IX (Title IX) y de la Ley para Americanos con Discapacidades (ADA).

Nonprofit Organization
US POSTAGE PAID
Madison, Wisconsin
Permit No. 658

University of Wisconsin-Extension
Local Government Center
610 Langston Street, Rm. 229
Madison, WI 53703-1104



Local
Government
CENTER

UW
Extension
University of Wisconsin-Extension

Local Land Use, Planning and Zoning

February - May 2018

A statewide teleconference series for
local government officials, planners,
attorneys and interested citizens



UW-Extension Local Government Center
UW-Madison Department of Planning and Landscape
Architecture
League of Wisconsin Municipalities
Wisconsin Counties Association
Wisconsin Towns Association
UW-Extension County Offices
Wisconsin Chapter, American Planning Association

Local Land Use, Planning and Zoning Teleconferences

These programs cover topics of interest to Wisconsin local government officials, attorneys, citizens, and land use planners. Each session includes the opportunity for participant questions and comments.

Programs are moderated by UW-Extension's Local Government Center and UW-Madison Department of Planning and Landscape Architecture.

Case Law and Legislative Update

Wednesday, February 14, 2018

10:30 am – 12:00 noon

Planning law is constantly changing. This program reviews recent court decisions and legislation from the past year affecting planning and land use in Wisconsin including conditional use permits, nonconforming lots, and more.

Presented by Brian Ohm, JD, Land Use Law Specialist, Dept. of Planning and Landscape Architecture, UW-Madison/Extension

* Tax Increment Financing: Evaluating Proposals to Ensure the Best Deal for the Community

Wednesday, March 14, 2018

10:30 am – 12:00 noon

Tax increment financing is an important planning tool used by many communities in Wisconsin. This program reviews how local governments use tax increment financing and explores how communities can evaluate proposals for the use of tax increment financing to ensure they are getting the best deal for the community.

Presented by Daniel Lindstrom, AICP, Planning & Community Development Manager, Vierbicher Associates, Inc.

Planning for Natural Hazards: Floodplain Zoning

Wednesday, April 11, 2018

10:30 am – 12:00 noon

The National Flood Insurance Program and Wisconsin DNR Floodplain Management Program aim to reduce the impact of flooding on private and public structures. This program explores how floodplain management is implemented in Wisconsin and how the Wisconsin Department of Military Affairs Division of Emergency Management aids communities in flood disasters.

Presented by Michelle J. Staff, CFM, DNR Floodplain Policy Coordinator; Katie Sommers, CFM, State Hazard Mitigation Officer, Wisconsin Emergency Management

Dealing with Conflict in Local Land Use Decision-making

Wednesday, May 9, 2018

10:30 am – 12:00 noon

Although land use planning is often accompanied by conflict, effective, proactive communication between local planning officials and the public can go a long way to minimize conflict. It can also inform the planning process by ensuring that the interests, concerns, and values of the public and other community stakeholders are understood by planners and considered when planning decisions are made. This session describes several public participation strategies and techniques that support an inclusive and civil planning process.

Presented by Bill Rizzo, Professor, UW-Extension (retired)

Registration

To register online, follow the link at lgc.uwex.edu or call 608-262-0810.

Cancellation policy: You may cancel up to 10 days before the program and still receive a refund.

Continuing Education Credit

American Institute of Certified Planners (AICP) Continuing Maintenance (CM), and Continuing Legal Education (CLE) accreditation applied for.

Participation in live program qualifies for credit.