

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, May 24, 2021 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 April 26, 2021 Board of Public Works meeting. *(Attachment)*
1. Consider renewing agreement with Happy Tails Dog Park. Make recommendation to the Common Council. *(Attachment)*
2. Consider petition to pave alley through Block 25, Mansfield and McBean's Addition, bounded by State Avenue, Villa Riva Mobile Home Park, Poplar Street and unopened Warren Street. Make recommendation to the Common Council. *(Attachment)*
3. Consider Street Light Agreement with Xcel Energy for a street light on the north side of Cashman Drive, east of STH #178. Make recommendation to the Common Council. *(Handout)*
4. 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 Tuesday, May 18, 2021 at 10:00 AM by Mary Bowe.

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, May 10, 2021 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.

NOTE:

THE BOARD OF PUBLIC WORKS MEETING

FOR

MONDAY, MAY 10, 2021

IS

CANCELLED

DUE TO A LACK OF AGENDA ITEMS.

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 Tuesday, May 4, 2021 at 1:00 PM by Mary Bowe.

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, APRIL 26, 2021 – 5:30 PM**

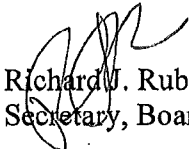
The Board of Public Works met in City Hall on Monday, April 26, 2021 at 5:30 PM. Attending were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer P.E. and Tom Hubbard. Finance Manager Lynne Bauer was absent. Also attending were Alderperson Paul Nadreau and John Abbe of 115 W. Wisconsin Street.

1. **Motion** by Hubbard, seconded by Rubenzer to approve the minutes of the April 12, 2021 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

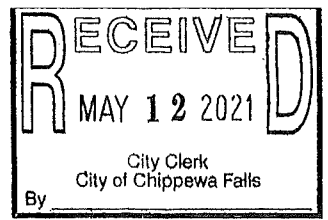
2. The Board of Public Works considered the attached petition to pave the alley in blocks one and two, Willette Addition, bounded by Wilson Street, Maple Street, Wisconsin Street and Garden Street. Owners representing 53% of the alley frontage have signed the petition. Owners representing 28% of the alley frontage opposed paving this alley in 2020 while 19% had no comment. John Abbe and Alderperson Nadreau voiced their support for paving the alley. Director of Public Works Rubenzer noted that as per City Ordinance Chapter 8.01(5)(c), no public hearing is required when a petition to blacktop an alley is received that has been signed by owners representing a majority of the alley frontage. He continued that the Council always has the option to schedule a public hearing if desired. Director of Public Works Rubenzer also stated that the Engineering and Street Departments prefer to pave entire alleys versus partial alleys for stormwater drainage and paving continuity.
Motion by Rubenzer, seconded by Hubbard to recommend the Common Council approve a resolution to hot mix pave the alley in blocks one and two, Willette Addition, bounded by Wilson Street, Maple Street, Wisconsin Street and Garden Street noting that no public hearing is required by City Ordinance Chapter 8.01(5)(c) because owners representing 53% of the alley frontage have signed the petition. In addition, that the Common Council can at its option, schedule a public hearing for the same if desired. **All present voting aye. MOTION CARRIED.**

3. The Board of Public Works considered the attached agreement with Xcel Energy for maintenance and energy costs of a developer purchased 39 Watt LED Cobra fixture street light located at lot 13/14 lines of the Marilyn 2nd Addition cul-de-sac. Discussion followed.
Motion by Hoffman, seconded by Hubbard to recommend the Common Council approve the attached agreement with Xcel Energy for maintenance and energy costs of a developer purchased 39 Watt LED Cobra fixture street light located at lot 13/14 lines of the Marilyn 2nd Addition cul-de-sac and authorize Mayor Hoffman and Director of Public Works Rubenzer to execute the same. **All present voting aye. MOTION CARRIED.**

4. **Motion** by Hubbard, seconded by Hoffman to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:42 P.M.


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

**PETITION
(Alley Paving)**



I/We, the undersigned, hereby petition that the alley through Block 25
of MANSFIELD + MCBEANS Addition (Bounded by STATE AVENUE
AND POPLAR STREET + Unopened Warren St ^{the Villa Riva}
blacktopped at the current front foot rate as determined by the Common Council. ^{mobile Home}
^{Pack}

Name/Address Mitchell Thompson 318 Poplar St Chippewa Falls, WI
54729

Mike A. Dubiel 315 Poplar St Chippewa Falls

Addresses of owners that I/We were unable to contact:

Petition circulated by Mike Dubiel Phone 715-829-2485
Jennifer Peterson 5/12/21
Petition Form picked-up Petition Received by Clerk

NOTE: The rate charged per front foot will be the rate in effect at the time the Common Council adopts the Resolution authorizing the work and levying this Special Charge.

Rate is subject to change by the Common Council.
(Rate as of 3/12/2021 is \$ 8.50 /front foot)



March 12th, 2021

Michael Dubiel
315 Poplar Street
Chippewa Falls, WI 54729

RE: Alley Paving Petition

Mr. Dubiel,

This letter is a follow up to the conversation we had on 3/11/2021 regarding the alley paving process. Alley paving is covered under section 8.01 (5) (c) of the City Municipal code (copy attached). Alleys are typically paved via petitions from residents with the charges for paving the alley special assessed as a special charge (one time fee) back to the homeowners with abutting frontage. The fee for 2021 is \$8.50 per foot abutting the alley.

Once the petition has been circulated, it should be turned into the City Clerk. The petition will then be placed on the Board of Public Works for recommendation to the Common Council. If less than 50% of the abutting frontage is shown on the petition as supporting the alley paving, the Council is required to hold a public hearing. If over 50% of the abutting frontage is represented in support of the petition, the Council is not required to hold a public hearing, but still can if desired.

If the resolution to pave the alley is passed by the Common Council, the Engineering Department would then begin the design phase of the alley and the Street Department would perform the paving.

If you have any other questions, feel free to contact me by phone or email.

Sincerely,

Bill McElroy, P.E.
Assistant City Engineer
715-726-2738
bmcElroy@chippewafalls-wi.gov

Attachments: Alley Paving Ordinance, Alley Paving Petition

8.01 - STREET CONSTRUCTION AND REPAIR .

(5) OILING.

- (c) Blacktopping Alleys. (Cr. #77-36; Am. #O-01-22) The expense of blacktopping alleys shall be charged against the abutting property at a rate determined by the Council as special charge for current services pursuant to §66.0627, Wis. Stats., and §3.08(11) of this Municipal Code. Such special charges shall not be payable in installments and, if not paid by the 30th of September following the date a bill is sent by the City, such delinquent charge shall become a lien as provided in §66.0627(4), Wis. Stats., as of the date of such delinquency, and shall automatically be extended upon the current or next tax roll as a delinquent tax against the property, and all proceedings in relation to the collection, return or sale of property for delinquent real estate taxes shall apply to such special charge. The Council shall determine those alleys to be blacktopped. No hearing shall be required when a petition for alley blacktopping has been filed which is signed by the owners of a majority of the property fronting upon such alley. If no petition is filed or, if a petition is filed with signatures of abutting owners representing less than a majority of the frontage abutting such alley, a hearing shall be held before the Council before the work is authorized. If a hearing is required, a Class I notice, under Ch. 985, Wis. Stats., shall be published at least 20 days before the hearing, and a copy of the notice shall be mailed at least 10 days before [the hearing] to every interested person whose post office address is known, or can be ascertained with reasonable diligence.

Upon adoption of a resolution imposing special charges for alley blacktopping, the Director of Public Works shall cause a copy of the resolution to be mailed to each interested person whose address is known or can be ascertained by reasonable diligence. Mailing of this adopted resolution shall serve as the notice of a special charge specified in §66.0627(3)(a), Wis. Stats.

USER AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2021, between the City of Chippewa Falls, a Wisconsin Municipality, ("City"), and Happy Tails Dog Park, Inc. ("User");

BACKGROUND

1. **Happy Tails Dog Park, Inc.** is a 501(c)(3) NON-PROFIT organization and will hereafter be referred to as HTDP. It is a network of like- minded, dedicated volunteers formed to establish, operate and provide oversight of an off leash, canine leisure area.

2. **HTDP** operates on approximately 36 acres of City Parcel 4416, which is also a fenced City storm water detention pond and the large dog park area. In addition, HTDP operates and maintains the small dog area, driveway entrance, parking lot, future shelter and water hydrant areas on a more or less one acres City owned parcel number 4046 west of said storm water pond and at the northeast corner of South Avenue and Chippewa Crossing Boulevard.

WITNESSETH THAT, the parties hereto recite and agree as follows for the use and care of said city parcel numbers 4416 and 4046.

USER RESPONSIBILITIES

1. User will secure and pay for all related costs necessary for snow removal. Three areas will be designated for snow removal:

- a. Driveway Entrance
- b. Parking Lot Area
- c. Concrete Side Areas

2. User will fund any fixed asset improvements that User deems worthy of investment or park enhancement (i.e. water, electrical, lighting, building structures, etc.). The User would be grateful to the City for any influence or involvement which would reduce the cost to these improvements.

3. User will pay all related reoccurring utilities services (i.e. water and sewer bills) resulting from installing said services to any future improvements listed in Attachment: I.

4. User agrees to secure all the necessary approvals from the City for all physical improvements currently planned or that may originate in the future.

5. User agrees to secure and, upon demand from the City, provide such evidence of liability coverage as the City may request.

6. User will be responsible for the maintenance of all miscellaneous park assets. (i.e. benches, small dog fence & related gates, shelters, etc.)

7. User agrees to provide the fecal waste bags for the designated fecal waste cans and routine emptying of these fecal waste cans.

8. User will be responsible for the all maintenance and related expenses (i.e. seal coating, crack filling, surface repairs) of the park's black topped surface assets. (i.e. driveway, parking lot).

9. User will reimburse the City for mowing the following designated park areas. The User will endeavor to mow the smaller areas with whatever resources are volunteered to the User.

- a. Top rim of the storm water retention pond.
- b. Small dog area.
- c. Area surrounding driveway and parking area.

10. User agrees to actively monitor the compliance of park users to insure adherence to the HTDP Rules. Any observed violations will be documented and handled in accordance with the HTDP rules posted at the park entrance and included in the Annual User Permit Application.

USER LISTING OF ASSETS & LOCATIONS

Reference Attachments: I, II, III, VI, V

USER PLANNED PARK IMPROVEMENT PLANS

Reference Attachments: VI, VII, VIII

CITY RESPONSIBILITIES

1. City agrees to effectively remedy any erosion issues which threaten the physical integrity of the perimeter fence of the pond at no cost to the User.

2. City agrees to make any and all repairs to the main perimeter fence encircling the pond as needed in order to maintain its current dog retention condition.

3. City agrees to mow the designated park areas and bill the User for this service, with the understanding that the User will endeavor and when User resources are available be allowed to mow some of these areas to reduce this

operating expense.

- a. Top rim of the storm water retention pond.
- b. Small dog area.
- c. Area surrounding driveway & parking area.

4. City agrees to provide guidance and direction and information resources for water, electrical, and landscaping improvements at no cost.

5. City agrees to mow the banked portion of the rim once per year or more if necessary. One of the times should be scheduled in late fall.

6. City agrees to groom the path on the top of the pond rim as needed during the winter snow fall season to expressly improve the Users navigability of the rim path surface. This grooming will be provided as long as the existing equipment is a functional tool/asset of the City.

7. City agrees to allow User to secure a commercial Porta-Potty unit for use by park patrons.

8. City agrees to allow User to secure commercial trash container for disposal of park refuge and dog fecal waste.

9. City agrees to allow User to attach items (i.e. mail boxes for fecal bags, fecal waste cans, security lighting, etc.) to the main perimeter fence encircling the pond and to the small dog park fencing. Also, the attachment of signage, banners and flags will be allowed with joint approval by User and City.

10. City agrees to continue to allow the City Swimming Pool to be used by User once at the close of the pool season for a fund raising event and if more than one Life Guard is required the User will be charged for the services of only one Life Guard.

11. City agrees to allow the User to host events at the HTDP for purposes of training, funding raising and other related events utilizing the City's "Street Use Permit Process". The City will look benevolently on charging the User for the resulting costs of any deemed required by City resources.

12. City agrees to allow City employees to sell the HTDP User Permits at the City Police Station location and City Park & Recreation Department located in City Hall.

13. City agrees to prohibit the north boundary fence between the Maple Leaf Town Homes and HTDP to be removed in accordance with C.U.P. Resolution No. 15-01 adopted on January 15, 2015. The boundary fence is described on the page titled "Aspen Woods Duplex Homes Phase 1 and 2 Plat Narrative" under the

heading General Development Plan: CONCEPT AND CHARTER OF THE DEVELOPMENT.

14. City agrees to listen and respond to matters originating from Users, Non-Users and general neighborhood residents. (i.e. barking dog noise, park events, traffic noise, etc.). The City will give significant deference to the Users position based on the historical origination of the HTDP dating back to the Public Works Department's July 15, 2009 authorization of the Chippewa Fall Canine Leisure Area. This authorization predates any immediate adjacent residential development.

15. City agrees to allow the User as may be necessary, to connect to north boundary fence between the Maple Leaf Town Homes to create a secured area adjacent to this boundary fence.

16. City affirms via the City's insurance agency, Spectrum Insurance Group's email authored by Darrel Zaleski dated March 5, 2015 @ 4:20 pm that the City's general liability insurance coverage does in no part extend to the User, including the Board of Directors. The User's protection from any general liability claims stemming from its oversight responsibilities of the park operations would only be covered by general liability insurance coverage purchased directly by the User Reference paragraph number five of the User Responsibilities.¹

17. City agrees, to the best of its' ability under the then existing circumstances, to notify the User of any intention to sell the aforesaid BACKGROUND, Item #2. The City agrees and does hereby give to the User a right of first refusal, which must be 60 days of receiving written offer to purchase the said more or less 1 acre (s) corner area.

18. City agrees to timely notify the User in writing of any issues that would be deemed a potential threat to the User's use of the HTDP. Reference: BACKGROUND, Item #2.

19. The City agrees to provide the User in writing a 12 month notice to terminate the User's usage of the area described in the document titled: BACKGROUND, Item #2.

20. City agrees be open to the future long term consideration of the integration of the control, operation, maintenance and related expenses of the HTDP park to the City.

21. City agrees this Agreement shall be for period of five (5) years from the date set forth in the introductory paragraph above. The City's Board of Public Works, prior to expiration and in a timely manner, shall review this agreement for a further five (5) year extension and shall to do so for further extensions.

However, prior to any expiration date, on an as needed basis and with concurrence of both the City and the User, the User Agreement may be reviewed, revised, or terminated. The effective date of any changes to the Agreement will be negotiated by the City and User, but the date will not surpass the next extension date.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its corporate name by its duly authorized officers and sealed with its corporate seal; and the User has executed this Agreement at Chippewa Falls, Wisconsin, the day and year first above written.

In Presence of:

CITY OF CHIPPEWA FALLS

City Clerk

By: _____
Greg S. Hoffman, Mayor

And: _____
Lynne R. Bauer, Finance Manager

USER: Happy Tails Dog Park, Inc.

By: _____
Heather Wilhelm-Copas, President

STATE OF WISCONSIN)
) ss.
COUNTY OF CHIPPEWA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Greg S. Hoffman (Mayor) and Lynne R. Bauer (Finance Manager) in the presence of Bridget Givens (City Clerk), respectively, of the City of Chippewa Falls, a Wisconsin Municipal Corporation, on behalf of the Municipal Corporation.

Notary Public

(SEAL)

STATE OF WISCONSIN)
) ss.
COUNTY OF CHIPPEWA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Heather Wilhelm-Copas, the President of Happy Tails Dog Park, Inc., on behalf of the Happy Tails Dog Park, Inc.

Notary Public

(SEAL)