

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

The Board of Public Works met in City Hall on Monday, July 26, 2021 at 5:30 PM. Attending were Director of Public Works Rick Rubenzer P.E., Finance Manager Lynne Bauer, Alderperson Hayden Frey and Tom Hubbard. Mayor Greg Hoffman was absent.

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

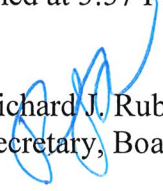
2. The Board of Public Works discussed the replacement of the City underground fuel tank and system located at the City garage. Director of Public Works Rubenzer stated that he had obtained estimates for underground tank removal and site testing, developing a spills prevention plan and installing a new above ground tank and system. The City Engineering Department and Street Department would assist in the process anywhere possible. Director of Public Works Rubenzer stated that the fuel system removal and replacement was not in the City engineering area of expertise. The range of costs to perform the existing Tank System Site Assessment (TSSA) for underground storage tank (UST) removal and design and engineering administrative services for a new above ground storage tank including a spills prevention plan ranges from \$23,000 to \$59,000 depending on which services are chosen and provided. Director of Public Works Rubenzer stated that a request for proposal or qualifications was not necessary but could be undertaken if the Council desired. Director of Public Works Rubenzer then requested permission to negotiate a proposal that would come back to the Common Council for consideration.
Motion by Hubbard, seconded by Frey to authorize Director of Public Works Rubenzer to negotiate a scope of services and obtain a proposal for the replacement of the City fuel system without utilizing a request for proposal and/or qualifications process and then bring the negotiated proposal to the Common Council for consideration. **All present voting aye. MOTION CARRIED.**

3. The Board of Public Works considered the attached Revision #1, June 11, 2021 for State Municipal Financial Agreement for a State-Let Highway Project for resurfacing on STH #124 from Elm Street to CTH S, Project ID 8610-08-03/73. Director of Public Works Rubenzer stated that the original State Municipal Agreement approval in 2019 had \$105,000 in estimated Plan Development charges which now had increased to \$117,094 and the local share had increased from \$16,775 to \$18,150. In addition, real estate acquisition charges were now included which is a 100% Federal/State share of funding item. Director of Public Works Rubenzer looked up the proposed WDOT program construction year and it is 2025.
Motion by Rubenzer, seconded by Hubbard to recommend the Common Council approve the attached Revision #1, June 11, 2021 for State Municipal Financial Agreement for a State-Let Highway Project for resurfacing on STH #124 from Elm Street to CTH S, Project ID 8610-08-03/73 and authorize Mayor Hoffman to execute the said agreement. **All present voting aye. MOTION CARRIED.**

4. The Board of Public Works considered the attached Revision #1, June 14, 2021 for State Municipal Financial Agreement for a State-Let Highway Project for resurfacing on STH #124 from High Street to Bridge Street, Project ID 8610-02-04/74. Director of Public Works Rubenzer stated that the original State Municipal Agreement approval in 2019 had \$124,000 in estimated Plan Development charges which now had increased to \$217,237 and the local share had decreased from \$355,300 to \$215,309. In addition, real estate acquisition charges were now included which is a 100% Federal/State share of funding item. Director of Public Works Rubenzer looked up the proposed WDOT program construction year and it is 2025. He noted that water main construction had been removed from the WDOT project and would be done with a separate local project. He also stated that a Rapid Rotating Flashing Beacon crossing was being considered near the Jefferson Avenue bridge crossing Duncan Creek.

Motion by Hubbard, seconded by Frey to recommend the Common Council approve the attached Revision #1, June 14, 2021 for State Municipal Financial Agreement for a State-Let Highway Project for resurfacing on STH #124 from High Street to Bridge Street, Project ID 8610-02-04/74 and authorize Mayor Hoffman to execute the said agreement. **All present voting aye. MOTION CARRIED.**

5. **Motion** by Bauer, seconded by Frey to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:57 P.M.


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

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, JULY 12, 2021 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, July 12, 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 and Alderperson Hayden Frey were absent. Brian Sandy and Terry Biddle also attended.

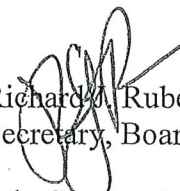
1. **Motion** by Hubbard, seconded by Hoffman to approve the minutes of the June 7, 2021 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**
2. The Board of Public Works considered election of a Vice-President for 2021-2022. Mayor Hoffman nominated Tom Hubbard.
Motion by Rubenzer, seconded by Hoffman to close nominations and cast a unanimous ballot for Tom Hubbard as Vice-President of the Board of Public Works. **All present voting aye. MOTION CARRIED.**

Motion by Rubenzer, seconded by Hoffman to move up item #5 on the agenda. **All present voting aye. MOTION CARRIED.**

5. The Board of Public Works considered the attached Street Use Permit application from the Big Rig Truck Show for a parade on August 20, 2021. Mayor Hoffman stated that there had previously been complaints about loud truck horns being blown. Mr. Biddle stated that it would be brought up at an upcoming Big Rig Truck Show planning meeting.
Motion by Rubenzer, seconded by Hoffman to recommend the Common Council approve the Street Use Permit application from the Big Rig Truck Show for the event on August 20, 2021 and to charge the organization for the associated Street Department and Police Department services for the event. **All present voting aye. MOTION CARRIED.**

Brian Sandy and Terry Biddle left the meeting at this time.

3. The Board of Public Works considered the attached minutes of the Groundwater Technical Review Committee.
Motion by Rubenzer, seconded by Hubbard to approve the minutes of the June 22, 2021 meeting of the Groundwater Technical Review Committee. **All present voting aye. MOTION CARRIED.**
4. The Board of Public Works considered the appointment of Mitchell Banach as a technical representative for the Groundwater Technical Review Committee as an advisory member, Municipal Code Chapter 29.05 (1)(b)2. As per the attached Bio, Mr. Banach is a Registered Professional Geologist who brings five years of extensive and pertinent experience as an environmental scientist to the Groundwater Technical Review Committee. He would replace Lori Rosemore, who retired in 2018.
Motion by Hoffman, seconded by Rubenzer to appoint Mitchell Banach as a technical representative for the Groundwater Technical Review Committee as an advisory member, Municipal Code Chapter 29.05 (1)(b)2. **All present voting aye. MOTION CARRIED.**
6. **Motion** by Hubbard, seconded by Rubenzer to adjourn. **All present voting aye. MOTION CARRIED.**
The Board of Public Works meeting adjourned at 5:48 P.M.


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



REVISION #1
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT

This agreement supersedes the agreement signed by the Municipality on July 2, 2019 and signed by WisDOT on July 23, 2019.

Revised Date: June 11, 2021

Date: May 23, 2019

I.D.: 8610-08-03/73

Road Name: STH 124

Title: Chippewa Falls - Bloomer

Limits: Elm Street to CTH S

County: Chippewa

Roadway Length: 1.87 miles

The signatory, **City of Chippewa Falls**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing facility is a connecting highway within the City of Chippewa Falls for 1.16 miles, or 62% of the total project length of 1.87 miles. The facility is a state long truck route. The existing pavement has reached the end of its useful life.

Proposed Improvement - Nature of work: The proposed improvement will be a pavement resurfacing. Work will include pavement markings, culvert work, and curb ramp upgrades.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: None.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
8610-08-03 Preliminary Engineering: Plan Development	\$ 117,094	\$ 98,944	Bal	\$ 18,150	LS*
8610-08-23 Real Estate Acquisition	\$ 46,400	\$ 46,400	100%	\$ -	0%
8610-08-73 Construction: Participating	\$ 1,265,000	\$ 1,265,000	100%	\$ -	0%
Total Cost Distribution	\$ 1,428,494	\$ 1,410,344		\$ 18,150	

*LS = Lump Sum
 The total project length will be 1.87 miles. The Connecting Highway portion within the City of Chippewa Falls is approximately 1.16 miles, or 62% of the project. The Municipality share will be 25% of 62% of Design Costs (or \$18,150).

Was \$16,275 in 2019
additional Plan Development + real estate costs

This request is subject to the terms and conditions that follow (pages 2 – 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, and upon fully executed signature of applicable State Municipal Maintenance Agreement, and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Chippewa Falls (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title NWR Deputy Director	Date

TERMS AND CONDITIONS:

- The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
- The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
- Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

- (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement. Acquisition within Connecting Highway limits is the responsibility of the Municipality and is eligible for State reimbursement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered during construction within the connecting highway segment. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (g) Damages to abutting property due to change in street or sidewalk widths, grades or drainage in the connecting highway segment.
 - (h) Conditioning, if required and maintenance of detour routes.
 - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for federal/state participation.

8. The Municipality shall at its own cost and expense:
- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities.
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 - (f) Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - (g) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (h) Coordinate with the State on changes to highway access within the project limits.
 - (i) In cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - (j) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc) for segments outside the connecting highway.

9. Basis for local participation:

- (a) 8610-08-03 Design: The project length will be 1.87 miles. There is a segment within the City of Chippewa Falls that is connecting highway (Elm Street to Ojibwa Road). That segment is approximately 1.16 miles, or 62% of the project length. Design costs for that connecting highway segment will be 75% funded with Federal/State funds when the Municipality provides the remaining 25% of the 62% connecting highway portion, based on the Department's policy for connecting highways. Based on total estimate design costs of \$117,094, the Municipality will contribute a prorated lump sum payment of \$18,150.
- (b) 8610-08-23 Real Estate: Costs for real estate acquisition will be 100% State funded. Acquisition of any necessary right-of-way within Connecting Highway limits is the responsibility of the Municipality.
- (c) 8610-08-73 Construction: There is no cost share for the general roadway construction.

[END]



REVISION #1
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT

This agreement supersedes the agreement signed by the Municipality on August 20, 2019 and signed by WisDOT on August 23, 2019.

Revised Date: June 14, 2021

Date: May 14, 2019

I.D.: 8610-02-04/74

Road Name: STH 124

Title: C of Chippewa Falls, Bay Street

Limits: High Street to Bridge Street

County: Chippewa

Roadway Length: 0.82 miles

The signatory, **City of Chippewa Falls**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing facility is a connecting highway and is a state long truck route. It is a principal arterial roadway. The existing pavement has reached the end of its useful life.

Proposed Improvement - Nature of work: The proposed improvement will be a pavement resurfacing. Work will include pavement markings, curb ramp upgrades, and traffic signal modifications. Parking lanes will be included at 100% Municipal funding. Proposed treatment for the resurfaced parking lanes will be a mill and pave of 3.25 inches. Parking lanes in both segments will be 6 feet wide.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Any necessary utility adjustments are the responsibility of the Municipality.

TABLE 1: SUMMARY OF COSTS

Phase	Total Estimated Cost	Federal/State Funds	%	Municipal Funds	%
8610-02-04					
Preliminary Engineering:					
Plan Development	\$ 217,237	\$ 162,928	75%	\$ 54,309	25%
8610-02-24					
Real Estate Acquisition	\$ 275,900	\$ 275,900	100%	\$ -	0%
8610-02-74					
Construction:					
General Construction CAT 10	\$ 1,092,500	\$ 1,092,500	100%	\$ -	0%
Parking Lanes CAT 20	\$ 161,000	\$ -	0%	\$ 161,000	100%
Total Cost Distribution	\$ 1,746,637	\$ 1,531,328		\$ 215,309	

was \$31K in 2014
was 355,300 in 2019 due to water facilities removed.

This request is subject to the terms and conditions that follow (pages 2– 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, and upon fully executed signature of applicable State Municipal Maintenance Agreement, and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Chippewa Falls (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title	Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State’s Facility

Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

- (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement. Acquisition within Connecting Highway limits is the responsibility of the Municipality and is eligible for State reimbursement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (g) Damages to abutting property due to change in street or sidewalk widths, grades or drainage.
 - (h) Conditioning, if required and maintenance of detour routes.
 - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

7. The work will be administered by the State and may include items not eligible for federal/state participation.
8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities.
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the traffic signal and street lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 - (f) Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - (g) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (h) Coordinate with the State on changes to highway access within the project limits.
 - (i) Assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
9. Basis for local participation:
 - (a) 8610-02-04 Design Costs: Design costs will be funded 75% with Federal/State funding when the Municipality provides the remaining 25%, based on the Department's cost share policy for connecting highways.
 - (b) 8610-02-24 Real Estate Costs: Real Estate acquisition will be 100% State funded. Acquisition of any necessary right-of-way within Connecting Highway limits is the responsibility of the Municipality.
 - (c) 8610-02-74 Construction Costs: There is no local cost share for general roadway construction costs.
 - i. Costs for resurfacing and pavement replacement for the parking lanes will be 100% locally funded, including delivery oversight.

[END]