

NOTICE OF PUBLIC MEETING

CITY OF CHIPPEWA FALLS, WISCONSIN

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

Board of Public Works: XXX

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

Will be held on **Monday, September 27, 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 September 13, 2021 Board of Public Works meeting. *(Attachment)*
2. Consider July 15, 2021 State Municipal Maintenance Agreement for maintenance responsibilities in and around the STH #124/Business #29 roundabout. Make recommendation to the Common Council. *(Attachment)*
3. 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, September 21, 2021 at 10:00 AM by Mary Bowe.

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, SEPTEMBER 13, 2021 – 5:30 PM**

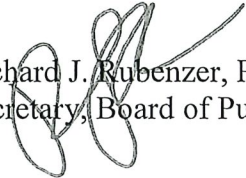
The Board of Public Works met in City Hall on Monday, September 13, 2021 at 5:30 PM. Attending were Vice-President Tom Hubbard, Director of Public Works Rick Rubenzer P.E., Finance Manager Lynne Bauer and Alderperson Hayden Frey. Mayor Greg Hoffman was absent.

1. **Motion** by Bauer, seconded by Frey to approve the minutes of the August 23, 2021 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board of Public Works considered and discussed the attached five year parking lot lease agreement with Family Dollar. The prevailing idea is that the parking lot is used far less by the public than in years past and mainly for Family Dollar customers. A compromise was proposed to keep the same terms as the 2016-2021 lease except to shorten the lease time to two years. Director of Public Works Rubenzer noted the existing lease was set to expire in October, 2021. **Motion** by Hubbard, seconded by Bauer to recommend the Common Council renew the lease with Family Dollar for public use of the parking lot at the southeast corner of Bay Street and Central Street under the same terms as the 2016-2021 lease except to shorten the length of the lease to two years. Also, to authorize Mayor Hoffman to execute the said lease. **All present voting aye. MOTION CARRIED.**

3. The Board of Public Works considered two proposals for replacement of the City wide diesel and unleaded fueling station. Proposals were submitted by Ayres Associates Inc. and S.E.H. Inc. Proposals were ranked according to work program, project schedule, previous experience, key personnel and roles, familiarity with locality, level of effort and not to exceed fee. The proposals were evaluated and rated by Director of Public Works Rubenzer, Assistant City Engineer McElroy and Street Manager Ruf. The results of the rankings are attached. Director of Public Works Rubenzer stated that both proposals submitted were excellent proposals and that he would be happy working with either engineering company. He continued that the evaluation ranking revealed that S.E.H. was the higher ranked. Director of Public Works Rubenzer stated that the proposal amounts for Task 1, Task 2, Task 3, Option 3, Task 4 and Task 5 were Ayres \$62,894 and S.E.H. \$48,360. The Board of Public Works also discussed the project schedule and new fueling station location. **Motion** by Hubbard, seconded by Frey to recommend the Common Council accept the proposal from S.E.H. Inc. and award the City refueling station project to S.E.H. Inc. and authorize Mayor Hoffman to execute the corresponding project agreement. **All present voting aye. MOTION CARRIED.**

4. **Motion** by Bauer, seconded by Frey to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:47 P.M.


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



**STATE/MUNICIPAL
MAINTENANCE
AGREEMENT**

Date: July 15, 2021
ID: 1050-03-04/74
Road Name: STH 124
Title: C Chippewa Falls, Bridge Street
Limits: BUS 29 over STH 124
County: Chippewa Falls

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 affect this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

DESCRIPTION OF FACILITY:

Facility description upon completion of State project – As determined by project ID 1050-03-74

Facility description upon signature – The improvement project removed the interchange and a roundabout was constructed at the intersection.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 3); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance 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 Maintenance Agreement.

Signed for and in behalf of the **City of Chippewa Falls** (Please sign in blue ink)

Name (print)

Title

Signature

Date

Signed for and in behalf of the **State** (Please sign in blue ink)

Name

Title **WisDOT Region Deputy Director**

Signature

Date

TERMS AND CONDITIONS:

1. In order to guarantee the Municipality's foregoing agreements to maintain the facility to State standards, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.
2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining the through travel way of any given highway facility under the State's jurisdiction including:

(a) The energy, operation, repair and replacement of traffic signals and associated street lighting required for the signalized intersections within the limits of this agreement for:

1. Roundabouts:

STH 124 & Business STH 29 is a roundabout on the state highway system. By Wisconsin Department of Transportation (WisDOT) policy, roundabouts on the State Highway System are to be illuminated. As this roundabout is on the State Highway System but not located within a connecting highway segment or permitted to the City of Chippewa Falls, the roundabout lighting is owned, operated, and maintained by WisDOT.

As part of the roundabout, a pedestrian underpass with lighting was constructed. Typically, lighting systems for pedestrian underpasses are constructed using a separate cabinet and utility feed and are the responsibility of the local municipality to own, operate, and maintain. However, at the intersection of STH 124 & Business STH 29, the pedestrian underpass was constructed so that the underpass lighting was fed from the same cabinet as the roundabout lighting maintained by WisDOT.

Therefore, in this specific case, WisDOT will continue to own, operate, and maintain the pedestrian underpass lighting system at the intersection of STH 124 & Business STH 29 until future adjustments to the intersection require a change in the lighting maintaining authority. These possible future adjustments could be but are not limited to an improvement project managed by WisDOT or a jurisdictional transfer of STH 124.

While WisDOT continues to own, operate, and maintain the pedestrian underpass lighting at the intersection of STH 124 and Business STH 29, any incidents reported to the City of Chippewa Falls regarding the aforementioned lighting system shall be forwarded to the Traffic Management Center (TMC).

(b) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3.

(c) Permitting authority of utilities and access control on all State Trunk, US and Interstate Highways.

3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement 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 to include:

(a) Maintain all items outside, and under, the travel way to include, but not limited to, parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands and landscaping features.

(b) Remove snow and ice from sidewalks, multi-use paths, and pedestrian refuge islands.

(c) Implement a street sweeping program to help prevent the accumulation of dirt, sand, leaves, paper, or other clogging debris.

(d) Maintain the storm sewer system to provide a free flow condition throughout the life of the facility.

- (e) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the street lighting system.
 - i. The Municipality shall obtain a permit from the State.
 - ii. The Municipality shall accept responsibility for locating utilities for Digger's Hotline.
 - iii. If at any time the Municipality should choose to turn off or remove street lighting, in part or in whole, funded with federal/state dollars, the State will determine potential conflicts and approve/disapprove such request. If removal is approved by the State, the Municipality will reimburse to the State an amount determined by Federal and State coordination.
- (f) Maintain clear right-of-way of all encroachments.
- (g) Maintain crosswalk pavement markings. The municipality shall obtain a permit with the State.
- (h) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, wayfinding signs, etc).
- (i) Maintain and accept responsibility for the following as applicable to this agreement:
 - 1. Structures: clearance of snow and/or ice from the sidewalk and/or multi-use pathway on the structure.
 - 2. Infiltration Ponds: Put in place a long-term maintenance and performance monitoring plan for all infiltration ponds. The maintenance plan includes, but not limited to: inspection responsibilities, cleaning activities, erosion repair, mowing restrictions, woody plant control, invasive species and noxious weed control, outlet structure maintenance and cleaning, emergency procedures for extreme rain events and training of staff for appropriate infiltration pond documentation and maintenance protocol.
 - 3. Roundabout: Maintain landscaping items, including plantings. Maintain water supply lines and sprinklers in and around the Roundabout. Monitor groups associated with landscaping, planting, and other activities within the roundabout.
- 4. The Municipality, within the specified limits, agrees to:
 - (a) Prohibit angle parking.
 - (b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 - (c) 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.
- 5. The Municipality will coordinate with the State to obtain any necessary Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way.
- 6. This agreement does not remove the current municipal maintenance responsibility.
- 7. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
- 8. Upon completion of construction project, 1050-03-74, the Municipality will assume all afore mentioned maintenance responsibilities.