

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, July 13, 2015 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 June 22, 2015 Board of Public Works meeting. (*Attachment*)
2. Consider Main Streets request for removal of downtown water fountain. Make recommendation to the Common Council. (*Handout*)
3. Consider inclusion of Prairie View Road from Gerald Street to West City limits in Street Improvement Program. Make recommendation to the Common Council. (*Attachment*)
4. Consider revised Wisconsin Continuously Operating Reference Station (WISCORS) Agreement. Make recommendation to the Common Council. (*Attachment*)
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.

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, July 7, 2015 at 8:30 AM by Mary Bowe.

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, JUNE 22, 2015 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, June 22, 2015 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Darrin Senn. Absent was Alderperson Paul Olson.

1. **Motion** by Senn, seconded by Bauer to approve the minutes of the May 11, 2015 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board of Public Works considered nominations for President.
Motion by Rubenzer, seconded by Bauer to nominate Mayor Hoffman for Board President. **All present voting aye. MOTION CARRIED.** Hearing no other nominations;
Motion by Rubenzer, seconded by Senn to close nominations and cast a unanimous ballot for Mayor Greg Hoffman for Board of Public Works President. **All present voting aye** except for Mayor Hoffman, who recused himself and abstained from the vote. **MOTION CARRIED.**
The Board considered nominations for Vice-President.
Motion by Hoffman, seconded by Bauer to nominate Darrin Senn as vice-president of the Board of Public Works. **All present voting aye. MOTION CARRIED.** Hearing no other nominations;
Motion by Hoffman, seconded by Bauer to close nominations and cast a unanimous ballot for Darrin Senn for Vice-President. **All present voting aye** except for Darrin Senn, who recused himself and abstained from the vote. **MOTION CARRIED.**

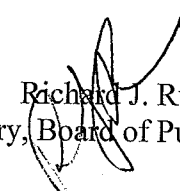
3. The Board of Public Works discussed the attached bids for the Spring Street Bridge rehabilitation. Two bids were received that were approximately double the engineers estimate. Director of Public Works Rubenzer that both bidders “mobilization” bids were extremely high but that other individual items on the proposals were close to the engineers estimate. Director of Public Works Rubenzer suggested that bidders were full up with bridge work and didn’t really want additional work but stated at a minimum the project should be re-bid. He estimated that 1 ½ or 2 completely new bridges could be constructed for the low bid proposal price of rehabbing the existing bridge. Mayor Hoffman proposed closing the bridge to vehicular travel and allowing only pedestrian traffic. Director of Public Works Rubenzer noted the City would still be responsible for engineering costs to this point. He also stated the WisDOT had requested that the bids remain confidential so as not to affect a rebidding process.
Motion by Hoffman, seconded by Senn to re-bid the Spring Street Bridge rehabilitation project this fall and also investigate closing the bridge to vehicular traffic and only allowing pedestrian traffic. **All present voting aye. MOTION CARRIED.**

4. The Board considered two attached options for treatment of an approximately 250 foot section of Gerald Street from Prairie View Road to the south City limits:
 - 1) Overlay the segment with a thin hot mix asphalt layer.
 - 2) Rebuild the entire segment with storm sewer improvements and new base course and hot mix.Special Assessments would be required for option #2. After discussion;
Motion by Hoffman, seconded by Rubenzer to put in Stormwater infrastructure to correct drainage issues for the southern section approximately 150 feet south of Gerald Street to the south City limits and perform a thin hot mix asphalt overlay on the northern 150 feet. The storm water utility will fund the

Please note, these are draft minutes and may be amended until approved by the Common Council.

improvements. **Voting aye were Hoffman, Rubenzer and Bauer. Senn recused himself and abstained from the vote. MOTION CARRIED.**

5. The Board considered the attached estimate for reconstructing Prairie View Road from Wisconsin Street to South Avenue. Director of Public Works Rubenzer noted that the storm water utility would pay for storm items on this segment and that the special assessments process would be used.
Motion by Hoffman, seconded by Rubenzer to recommend adding Prairie View Road from Wisconsin Street to South Avenue to the 2015 Street Improvement list and to refer the project funding to Committee #1. It was noted that there would be sufficient funds in the general obligation bond for 2014-15 in the State Street project account since State Street was postponed until 2016. **All present voting aye. MOTION CARRIED.**
6. The Board discussed the attached tentative final pay request and project summary for Daisy Street from Prairie View Road to Grant Street. DPW Rubenzer noted that the project had gone well and this was the project closeout other than a few minor touch up items. **No action taken.**
7. The Board discussed the attached real estate closing document for a parcel of surplus land along South Avenue near the Alexander Street Storm Pond and Happy Tails Dog Park. Wisconsin DOT is quit claiming the 0.18 acre parcel to the City of Chippewa Falls to be used for public purposes.
Motion by Hoffman, seconded by Senn to recommend the Common Council approve the attached real estate closing statement for a 0.18 acre parcel of surplus land along South Avenue to be used for public purposes and to authorize Mayor Hoffman to execute the said statement. **All present voting aye. MOTION CARRIED.**
8. The Board of Public Works discussed the attached Supplemental Letter of Agreement with S.E.H. for observation of construction services. DPW Rubenzer noted that items "a, e, f and g" would be handled by project manager Rob Krejci and weren't necessary. He added that there could be some assistance needed from S.E.H. for items "b, c and d", however the \$10,000 estimate should be reduced to \$2,000. Bauer added that any assistance from S.E.H. for items "b, c and d" should be by request for assistance only. Rubenzer noted approximate savings to the City of \$30,000 to \$40,000 by having Assistant City Engineer Krejci serve as project manager.
Motion by Rubenzer, seconded by Hoffman to recommend the Common Council approve the Supplemental Letter of Agreement with S.E.H. for observation of Construction Services in an amount not to exceed \$2,000 and striking items "a, e, f and g" from the document. **Voting aye were Rubenzer, Hoffman and Senn. Voting nay was Bauer. MOTION CARRIED.**
9. **Motion** by Senn, seconded by Rubenzer to adjourn. **All present voting aye. MOTION CARRIED.**
The Board of Public Works meeting adjourned at 6:30 P.M.


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

ESTIMATE

Project: Prairie View Road (Gerald St. to SW approximately 1150 Feet)

Date: 6/19/2015 Completed By: RFK

CL Length = 1150 FT

Item Number	Item Description	Unit	Est. Quantity	Unit Cost	Total
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Street Construction and Related Items

	Pulverize	SY	3834	\$ 0.60	\$ 2,300.40
259.002	HMA Pavement, Type E-1	Ton	529	\$ 52.00	\$ 27,508.00
259.018	Sawcut Pavement	L.F.	123	\$ 6.00	\$ 738.00
259.019	Base Aggregate Dense 3/4-Inch	C.Y.	216	\$ 17.00	\$ 3,672.00
259.05	Mobilization	Each	1	\$ 1,000.00	\$ 1,000.00
259.3	Maintenance of Traffic	LS	1	\$ 750.00	\$ 750.00
260.012	General Erosion Control	L.S.	1	\$ 2,500.00	\$ 2,500.00
260.013	Turf Establishment	SY	150	\$ 5.00	\$ 750.00

Street Construction and Related Subtotal	\$ 39,218.40
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Total	\$ 39,218.40
Contingencies (5%)	\$ 1,960.92

Estimate Total	\$ 41,179.32
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This estimate includes:

- 1) 24 Feet Paved Width, 3-FT Shoulders
- 2) 3-Inch HMA Pavement Thickness



Division of Transportation System Development

Truax Center
3502 Kinsman Blvd
Madison, WI 53704-2549

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Ray A. Kumapayi, P.E., Section Chief
Telephone: (608) 246-7941
Facsimile (FAX): (608) 245-8959
E-mail: ray.kumapayi@dot.wi.gov

June 15, 2015

Gregory S. Hoffman
City of Chippewa Falls
30 W. Central Street
Chippewa Falls, WI 54729

Dear Gregory S. Hoffman:

The Wisconsin Department of Transportation (WisDOT) developed and signed an Agreement with your organization to establish a Wisconsin Continuously Operating Reference Station (WISCORS) at your facility. Since the signing of that Agreement, we are happy to inform you that all 82 Stations of the WISCORS Network are now operational statewide.

The original agreement we have with your organization (Agreement No. 60-09-06-2010) states (in part) under Section 4.2 that the agreement shall be reviewed every two years, coinciding with the State of Wisconsin's biennium. Subsequently, the original agreement was renewed.

Since that renewal, two sections were found to need revision:

- **DELETED:** Section 2.2.9: "Supply free of charge to the general public, all data collected by the GPS station. The duty to supply all necessary data to the general public shall continue until termination of this Agreement." This revision is made because WisDOT intends to develop administrative rules to charge appropriate fees for access to WISCORS information as authorized by the Wisconsin Legislature in s. 85.63(2), Wis. Stats. Accordingly, Section 2.1.3 of the Agreement was revised to remove the obligation for your organization to provide WISCORS data to the public free of charge.
- **REVISED:** Section 4.2 to read: "This Agreement shall continue in force unless modified as provided in this subsection, or terminated as provides in subsection 4.3 below. The terms and conditions of the Agreement may be reviewed by the parties at any time. At the time of the review, the parties shall determine whether the terms and conditions of this Agreement are still satisfactory to each party or whether modifications are required. If modifications are required, such changes shall be made by written amendment executed by both parties. Each party is free to request modifications to the terms and conditions of this Agreement at any time while this Agreement is in effect and such modifications may be made by written amendment upon the mutual agreement of both parties." This revision changes the Agreement to last until it is either modified by agreement of the parties, or terminated.

Additionally, minor changes have been made to Sections 1.1, 1.2, 1.3, 2.1.1, 2.1.3, 2.2.3, 2.2.8, and 4.3, as well as renumbering for consistency.

Please find attached an amended Agreement reflecting the above revisions. If this Amended agreement is acceptable to you, please sign and return to my address as follows:

Wisconsin Department of Transportation; Bureau of Technical Services, Truax Center; 3502 Kinsman Blvd.;
Madison, Wisconsin 53704; ATTN: Ray A. Kumapayi

We will send a fully executed copy of the amended Agreement for your records.

The Wisconsin Department of Transportation continues to appreciate your cooperation.

Sincerely,

Ray A. Kumapayi

Ray A. Kumapayi

**WISCORS
COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF WISCONSIN,
DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF CHIPPEWA FALLS (PARTNER)**

THIS AGREEMENT is made between the State of Wisconsin, acting by and through the Secretary of the Department of Transportation (hereinafter referred to as DEPARTMENT), 4802 Sheboygan Ave.; Madison, WI 53705, and CITY OF CHIPPEWA FALLS, acting by and through the Mayor of the City of Chippewa Falls (hereinafter referred to as the PARTNER); 30 W. Central Street; Chippewa Falls, WI 54729.

1 Purpose

- 1.1 Section 66.0301 of the Wisconsin State Statutes, provides that the Secretary of Department of Transportation may coordinate the activities of DEPARTMENT under Sections 84.01(6) and (13), 84.06(1m), 84.09, 84.095, and 85.09, Wis. Stats. with other appropriate public authorities under Sections 86.25, 114.31 and 114.32, Wis. Stats., and enter into cooperative agreements with such authorities as necessary to carry out their duties, powers, and functions.
- 1.2 DEPARTMENT, in the interest of the traveling public and for the benefit of public safety, is developing a Wisconsin Continuously Operating Reference Stations (WISCORS) Network throughout the State of Wisconsin (hereinafter referred to as the PROGRAM). This PROGRAM will provide information needed to increase the accuracy of field collected Global Positioning System (GPS) survey and Geographic Information System (GIS) grade data. The PROGRAM is a system of GPS receivers permanently fixed at sites located in cities, counties, or villages throughout Wisconsin that provide positions on points of interest in real time instantaneously. DEPARTMENT intends to enact administrative rules assessing fees for access to the information supplied by the PROGRAM, as authorized by the Wisconsin Legislature in recently-enacted s. 85.63(2), Wis. Stats.
- 1.3 The PARTNER recognizes that the PROGRAM is a mutually beneficial way to participate in the implementation of the DEPARTMENT'S PROGRAM effort, and agrees to assist the DEPARTMENT with its goal of providing coordination, guidance, and support of other governmental entities as needed for development and maintenance of the PROGRAM, and agrees to participate by making the resulting GPS data available free of charge to the DEPARTMENT.

2 Responsibilities of Agencies

- 2.1 The PARTNER agrees to:
 - 2.1.1 Provide power to operate the GPS receiver and Uninterrupted Power Supply (UPS) (approximately 10 watts is needed); a secure facility to house the GPS receiver and related accessories; and the facility and/or land to place the monument.

- 2.1.2 The PARTNER shall notify the DEPARTMENT of any problems with the site and provide the necessary resources to resolve any minor operational issues with the site (e.g. reset GPS receiver, clean snow off GPS antenna, check power and/or internet connection, etc.)
- 2.1.3 Supply free of charge, upon completion of the WISCORS station, all necessary data collected by the PROGRAM, to the DEPARTMENT. This duty to make data collected available to the DEPARTMENT shall continue until termination of this Agreement.
- 2.2 DEPARTMENT agrees to:
 - 2.2.1 In cooperation with the PARTNER, carry out reconnaissance and select a suitable site for the CORS monument.
 - 2.2.2 Construct the CORS monument, including payment for all materials.
 - 2.2.3 Place conduit and buy all cabling needed to carry data from antenna on top of monument to the secure PARTNER structure that houses the GPS receiver.
 - 2.2.4 Purchase and install lightning suppressor and access box and cover to protect the GPS equipment from lightning.
 - 2.2.5 Purchase, install, and maintain GPS receiver, Uninterrupted Power Supply/Battery Backup if required, antenna, antenna cable, and cabling necessary to connect to Internet, including any modifications to the PARTNER building, such as conduit access points through walls and floors. All modifications to the partner building and site will comply with building and fire codes and will be done in a good workmanlike fashion.
 - 2.2.6 Purchase, install, and maintain the GPS hardware and software including future upgrades necessary in order to centrally implement and manage the proposed statewide PROGRAM, including but not limited to, network server, telecommunications equipment (at the server), and facilities.
 - 2.2.7 Provide one license (access code) free of charge to the PARTNER to gain access and operation to utilize the PROGRAM for surveying and positioning services for as long as the PARTNER provides the facilities and utilities specified in Section 2.1.1.
 - 2.2.8 Maintain the proposed WISCORS so as to provide continuous operation throughout the state.
 - 2.2.10 Retain ownership of monument, GPS hardware and software, and all necessary cabling provided by the DEPARTMENT to operate the GPS receiver at the PARTNER site.
 - 2.2.11 Provide suitable and secure high-speed internet (i.e. DSL, cable, etc.) connection at the PARTNER'S facility to continuously send GPS data to the DEPARTMENT'S computer server.

3 Reports and Inspections

- 3.1 Nothing in this Agreement shall deny the DEPARTMENT the right to inspect the system for satisfactory compliance with the requirements of the Agreement during normal business hours of the PARTNER building. The PARTNER reserves the right to accompany the DEPARTMENT during such inspections.

4 Certification of Funds: Term

- 4.1 This Agreement is subject to the determination by the DEPARTMENT that sufficient funds have been appropriated by the Wisconsin Legislature (or other governmental entities) to the DEPARTMENT for the purposes of this Agreement. If the DEPARTMENT determines that sufficient funds have not been appropriated for purposes of this Agreement, then this Agreement or any renewal thereof will terminate on the date that the funding expires without any further obligation by either party.
- 4.2 This Agreement shall continue in force unless modified as provided in this subsection, or terminated as provides in subsection 4.3 below. The terms and conditions of the Agreement may be reviewed by the parties at any time. At the time of the review, the parties shall determine whether the terms and conditions of this Agreement are still satisfactory to each party or whether modifications are required. If modifications are required, such changes shall be made by written amendment executed by both parties. Each party is free to request modifications to the terms and conditions of this Agreement at any time while this Agreement is in effect and such modifications may be made by written amendment upon the mutual agreement of both parties.
- 4.3 This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. Upon termination the DEPARTMENT shall 1) remove its equipment and the CORS monument, and 2) restore the property to its original condition at its own cost.

5 Disputes

- 5.1 In the event that any disputes arise between the DEPARTMENT and the PARTNER concerning interpretation of, or performance pursuant to, this Agreement, such dispute shall be resolved mutually between the Secretary of the Wisconsin DEPARTMENT of Transportation or authorized representative and the PARTNER'S authorized representative.

6 Notice

- 6.1 Notice under this Agreement shall be directed as follows:

City of Chippewa Falls
30 W. Central Street
Chippewa Falls, WI 54729
ATTN: Gregory S. Hoffman
Telephone: 715-726-2734
E-Mail:ghoffman70@aol.com

Wisconsin Department of Transportation
Bureau of Technical Services
Truax Center
3502 Kinsman Blvd.
Madison, Wisconsin 53704
ATTN: Ray A. Kumapayi
Telephone: (608) 246-7941
E-mail: ray.kumapayi@dot.wi.gov

7 General Provisions

- 7.1 This Agreement constitutes the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement.

- 7.2 Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 7.3 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Wisconsin.
- 7.4 This Agreement shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modifications thereof.
- 7.5 Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be duly executed in duplicate as of the day and year last written below.

PARTNER: _____ Date: _____

Gregory S. Hoffman, Mayor, City of Chippewa Falls

DEPARTMENT: _____ Date: _____

Ray A. Kumapayi, Chief, Surveying & Mapping Section, WisDOT