

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, April 11, 2016 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 March 21, 2016 Board of Public Works meeting.
(Attachment)
2. Consider 2 year agreement with Rain to Rivers for Storm Water Education and Outreach component of WisDNR MS4 permit. Make recommendation to the Common Council.
(Attachment)
3. Consider Natural Valley concurrence letter for the de-accreditation process for the WWTP Levee, per FEMA requirements. Make recommendation to the Common Council. (Attachment)
4. Consider agreement with S.E.H. for Downtown Riverfront Entrance Park Phase I Improvements. Make recommendation to the Common Council. (Attachment)
5. Consider request of Zenith Tech, Inc. to rent space on the City garage lot during the Main Street Bridge resurfacing project. Make recommendation to the Common Council.
(Handout)
6. 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, April 5, 2016 at 9:00 AM by Mary Bowe.

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, MARCH 21, 2016 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, March 21, 2016 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Alderperson Paul Olson. Absent was Darrin Senn. Jayson Smith, City Planner, was also present at the meeting.

1. **Motion** by Bauer, seconded by Olson to approve the minutes of the March 7, 2016 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. City Planner Jayson Smith presented the attached minutes of the March 17, 2016 Groundwater Technical Review Committee meeting including a draft of the revised City of Chippewa Falls Municipal Code Chapter 29: Wellhead Protection. He stated that revised Wellhead Protection Flow Maps for the East and West Wellfields had been previously adopted. He discussed changes that the Groundwater Technical Review Committee had made at the March 17, 2016 meeting and also contrasted existing Chapter 29 with the attached revised Chapter 29.
Motion by Rubenzer, seconded by Olson that the Common Council approve the attached revised City of Chippewa Falls Municipal Code Chapter 29 Wellfield Protection with the changes recommended by the Groundwater Technical Review Committee at its March 17, 2016 meeting. **All present voting aye. MOTION CARRIED.**

3. Director of Public Works Rubenzer presented the attached fourth revision of the State/Municipal Agreement for the Spring Street Bridge Project. He stated that this was the official document for the project award made at the January 5, 2016 Common Council meeting. The Board again discussed the history of the Spring Street Bridge.
Motion by Rubenzer, seconded by Bauer to recommend the Common Council approve the attached State/Municipal Agreement revision #4 for a State-let local bridge project at the Spring Street Bridge. Also to authorize Mayor Hoffman to execute the said agreement confirming the January 5, 2016 Common Council action awarding the Project to Zenith Tech, Inc. **All present voting aye. MOTION CARRIED.**

4. **Motion** by Olson, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:48P.M.


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

ADDENDUM 7 TO
INTERGOVERNMENTAL AGREEMENT FOR STORM WATER EDUCATION AND OUTREACH
COORDINATION BY RAIN TO RIVERS OF WESTERN WISCONSIN (R2R)

The City of Chippewa Falls agrees to be bound and participate in the "Intergovernmental Agreement for Storm Water Education and Outreach Coordination by Rain to Rivers of Western Wisconsin (R2R)" between Eau Claire County and Chippewa County as modified by this Addendum in the following particulars to read as follows:

"VI. LIAISONS

For Eau Claire County: Kelly Jacobs, Land Conservation Manager, Department of Planning & Development, 227 First Street West, Altoona, WI 54720, (715) 839-6226; and

For Chippewa County: Dan Masterpole, County Conservationist, Department of Land Conservation and Forest Management, 711 N. Bridge Street, Chippewa Falls, WI 54729, (715) 726-7920.

For the City of Chippewa Falls: Rob Krejci, City of Chippewa Falls Engineer, 30 W. Central Street, Chippewa Falls, WI 54729, (715) 726-2736.

VII. NOTICES

Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by registered or certified mail upon Eau Claire County to: Kelly Jacobs, Land Conservation Supervisor, Department of Planning & Development, 227 First Street, West, Altoona, WI, 54720, (715) 839-6226; and upon Chippewa County to Dan Masterpole, County Conservationist, Department of Land Conservation and Forest Management, 711 N. Bridge Street, Chippewa Falls, WI 54729, (715) 726-7920; and upon the City of Chippewa Falls to Rob Krejci, City of Chippewa Falls Engineer, 30 W. Central Street, Chippewa Falls, WI 54729, (715) 726-2736."

All other terms and conditions contained in the Agreement and associated Addendums shall remain in full force and effect unless otherwise noted.

EAU CLAIRE COUNTY BY:



Kathryn Schauf, County Administrator

02-05-16

Date

CHIPPEWA COUNTY BY:



Frank R. Pascarella, County Administrator

1-22-16

Date

CITY OF CHIPPEWA FALLS BY:

Gregory S. Hoffman, Mayor

Date

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02-05-16

Date

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CITY OF CHIPPEWA FALLS BY:

Gregory S. Hoffman, Mayor

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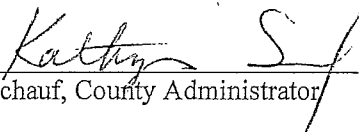
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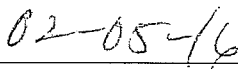
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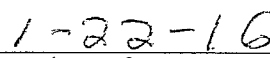


Date

CHIPPEWA COUNTY BY:



Frank R. Pascarella, County Administrator



Date

CITY OF CHIPPEWA FALLS BY:

Gregory S. Hoffman, Mayor

Date

June 12, 2015

Ms. Christine Stack
FEMA Region V Mitigation Division Director
536 South Clark Street, 6th Floor
Chicago, IL 60605

**RE: Flood Hazard Mapping Project – Chippewa County, WI
Chippewa Falls WWTP Levee**

Dear Ms. Stack:

I am writing to you on behalf of the City of Chippewa Falls in Chippewa County, Wisconsin. The City of Chippewa Falls recently was notified that FEMA is currently undertaking a Physical Map Revision to reflect the risk associated with the Chippewa Falls Waste Water Treatment Plant (WWTP) Levee on panels 566 and 567 of the Chippewa County, Wisconsin Flood Insurance Rate Maps (FIRM)s.

The Chippewa Falls WWTP Levee had been identified as a Provisionally Accredited Levee (PAL) along the Chippewa River in Chippewa County, Wisconsin and is currently indicated as such on panels 566 and 567 on the Chippewa County, WI effective Flood Insurance Rate Maps dated March 2, 2010. We understand the 24 month period under the PAL period to submit data and documentation pertaining to levee accreditation under 44 CFR 65.10 has expired and the City of Chippewa Falls does not anticipate submitting this information. We concur with FEMA moving ahead and characterizing the Chippewa Falls WWTP Levee as a non-accredited levee.

We are aware that FEMA Administrator Fugate, in a March 10, 2011 response to congressional inquiry, committed to assess the levee analysis approaches currently used to model the flood hazard risks in the areas affected by non-accredited levees on Flood Insurance Rate FIRMs. We are also aware that FEMA would temporarily halt the issuance of Letters of Final Determination (LFDs) for communities impacted by levees or levee systems which employed the current modeling approach to provide an opportunity to employ the new levee analysis techniques unless the community requested that FEMA proceed with the mapping project. The City of Chippewa Falls has determined that the appropriate modeling approach would be to show the landside area of the levee system as floodprone using the Natural Valley procedure.

The City of Chippewa Falls will review the proposed mapping for the levee system at preliminary issuance and requests that FEMA Region V continue the preparation and processing of the FIRM panels for Chippewa County and continue progressing towards issuance of preliminary and final effective FIRMs for this portion of the county.

Thank you for reviewing our inquiry. If you have additional questions concerning our request, please feel free to contact our representative, Robert Krejci, at (715)726-2736 or via email at rkrejci@chippewafalls-wi.gov.

Sincerely,

City of Chippewa Falls

cc: Lee Traeger – FEMA Region V
Stephanie Nurre - STARR

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Chippewa Falls ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective October 23, 2013, this Supplemental Letter Agreement dated March 23, 2016 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Observation of Construction Services for the Downtown Chippewa Falls Riverfront Gateway Park - Phase I, more specifically detailed below.

Client's Authorized Representative: Richard Rubenzer, PE, DPW, City Engineer, Utilities Manager

Address: 30 W. Central Street
Chippewa Falls, WI 54729

Telephone: 715.726.2729 **email:** rrubenzer@chippewafalls-wi.gov

Project Manager: Timothy M. Marko, PE

Address: 10 North Bridge Street
Chippewa Falls, WI 54729

Telephone: 715.720.6240 **email:** tmarko@sehinc.com

Scope: The Additional Services to be provided by Consultant:

1. **Project Management and Administration** - Provide observation of construction services by a Wisconsin-Registered Professional Engineer and administrative services for the duration of the construction, including developing contract documents, facilitate the pre-construction conference, review Application for Payments with the RPR, recommend monthly payment amounts to the City and facilitate bi-weekly progress meetings with the general contractor and City staff. **Estimated Cost (labor and expenses): \$14,200.**
2. **Construction Services** - SEH estimates the need for two months of full-time Resident Project Representation (RPR) services (refer to Exhibit B) and 2.5 months of part-time RPR services. In order to compliment on-site RPR needs, we estimate the need for a design engineer to assist the RPR (4 hrs/week). **Estimated Cost (labor and expenses): \$74,650.**
3. **Shop Drawing Review and Site Visits** - completed by the appropriate design professionals (electrical, landscape architecture, and structural). **Estimated Cost (labor and expenses): \$36,150.**
4. **Construction Soil Issues** - SEH will provide on-site scientist to monitor removals, grading and utility construction encountered soils, including Project Management, necessary WDNR submittals and necessary analytical analysis. **Estimated Cost (labor and materials): \$55,000.**

Schedule: SEH has started a portion of these services with assembling the contract documents. The remaining services will be provide upon authorization of the City.

Payment: The fee is hourly, estimated to be \$180,000 including expenses and equipment. The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

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CITY OF CHIPPEWA FALLS

By: _____
Mayor – Honorable Gregory Hoffman

Date: _____

Attest: _____
City Clerk – Bridget Givens

Date: _____

Approved as to Form:

By: _____
City Attorney

Date: _____

I, Lynne R. Bauer, hereby certify that sufficient funds are in the Treasury of the City of Chippewa Falls, to meet the expense of this Contract, or that provisions have been made to pay the liability that will accrue thereunder.

Lynne R. Bauer, Finance Director

SHORT ELLIOTT HENDRICKSON INC.

By: 
Sr. Principal/Project Manager – Timothy M. Marko, PE

Date: March 23, 2016

Exhibit A-1
to Supplemental Letter Agreement
Between City of Chippewa Falls (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 23, 2016

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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Exhibit B
to Supplemental Letter Agreement
Between City of Chippewa Falls (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 23, 2016

A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of Contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to Contractor's Work including but not limited to the agreement between Client and Contractor, the Contractor's bid, the bonds, specs, Drawings*, Field Orders*, Addenda*, clarifications, interpretations, approved Shop Drawings* and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and Contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of Shop Drawings and Samples.
 - (b) Receive Samples furnished at the site by Contractor, and notify Consultant of availability of Samples.
 - (c) Advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

- Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by Contractor and transmit to Contractor clarifications and interpretations as issued by Consultant.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications* and report with RPR's recommendations to Consultant. Transmit to Contractor decisions as issued by Consultant.
8. Records:
- (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all Work Change Directive*, Addenda, Change Orders*, Field Orders, additional Drawings* issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Change Directive Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
9. Reports:
- (a) Furnish Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed Change Orders and Work Change Directive, obtaining backup material from Contractor and recommend to Consultant Change Orders, Work Change Directive, and Field Orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
12. Completion:
- (a) Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and Contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

*All instances in this Exhibit of this capitalized term are as defined in the EJCDC form C-700, copyrighted in 2013.

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