

## **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, November 7, 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 October 24, 2016 Board of Public Works meeting.  
(Attachment)
2. Consider Intergovernmental Cooperation Agreement with the Village of Lake Hallie for completion of the Chippewa River State Trail. 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.

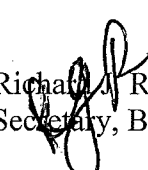
### **CERTIFICATION**

I hereby certify that a copy of this Notice was placed in the Chippewa Herald mailbox, 1<sup>st</sup> floor, City Hall and posted on the City Hall Bulletin Board on Tuesday, November 1, 2016 at 8:30AM by Mary Bowe.

**CITY OF CHIPPEWA FALLS  
BOARD OF PUBLIC WORKS  
MEETING MINUTES  
MONDAY, OCTOBER 24, 2016 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, October 24, 2016 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer, Alderperson Paul Olson and Darrin Senn. Cheri Barna of Xcel Energy and Garrett Bresina were also present at the meeting.

1. **Motion** by Senn, seconded by Olson to approve the minutes of the October 10, 2016 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**
  
2. The Board considered the attached proposed easement for Xcel Energy to access the north shore, (on rare occasions), of the Chippewa River located in the Chippewa Riverfront to maintain the hydro plant and tailrace area. Director of Public Works Rubenzer stated that the Board and Council had reviewed previous drafts of this easement. He stated that Attorney Ferg had reviewed and approved the proposed easement. Cheri Barna of Xcel Energy appeared to support the easement. **Motion** by Rubenzer, seconded by Olson to recommend the Common Council approved the attached easement for Xcel Energy to access the north shore of the Chippewa River through the Chippewa Riverfront to maintain the Xcel Energy Dam tailrace and hydro plant. **All present voting aye. MOTION CARRIED.**
  
3. Garrett Bresina appeared and presented the attached easement for the new Livery building. The proposed fourteen foot wide easement would be along the east side of the existing City owned parking lot at #21 West Grand Avenue, Lot #6, Block #40, Chippewa Falls Plat. Mr. Bresina stated that the easement was required for the sidewalk and area under the fire escape and outside stairwell. He stated that existing parking spaces would not be removed other than one parking space would be utilized for a dumpster. The Board discussed, asking for compensation for this easement. Finance Manager Bauer asked if the easement would be passed to future owners. Alderperson Olson asked if the City would remove the easement from the lot if the building was torn down or sold. Director of Public Works Rubenzer suggested that Attorney Ferg review the easement. **Motion** by Senn, seconded by Olson to recommend the Common Council approve a fourteen foot wide easement along the east side of the City owned parking lot at #21 West Grand Avenue, Lot #6, Block #40, Chippewa Falls Plat for the new owners Garrett Bresina and Greg Misfeldt, (former Ben Franklin and Hometown Variety stores), upon review and approval of the easement by Attorney Ferg. Also, not to ask for compensation for this easement. **All present voting aye. MOTION CARRIED.**
  
4. **Motion** by Olson, seconded by Senn 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

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
DESIGN/CONSTRUCTION ADMINISTRATIVE SERVICES FOR THE  
CHIPPEWA RIVER STATE TRAIL PROJECT**

This agreement entered into by and between the City of Chippewa Falls, hereinafter referred to as "City" and the Village of Lake Hallie, hereinafter referred to as the "Village".

WHEREAS, the City and Village submitted a joint Transportation Alternative Project (TAP) application to the Wisconsin Department of Transportation (WisDOT) on January 29, 2016 for the construction of segments of the Chippewa River State Trail within their jurisdictions; and

WHEREAS, WisDOT selected the Chippewa River State Trail project TAP application sponsored by the City and Village for funding in September 2016; and

WHEREAS, the City and Village recognize that successful delivery of the Chippewa River State Trail project will require close cooperation between the City and Village; and

WHEREAS, the City accepted the responsibility of being the project sponsor for the TAP application; and

WHEREAS, WisDOT awarded the Chippewa River State Trail project based upon the submitted joint application with a total estimated cost of \$634,977.75 for design and construction. Federal/State funding for the Chippewa River State Trail project will be capped at \$507,982; and

WHEREAS, the City and Village passed resolutions of support for the TAP application and committed to funding the local portion of the project within their jurisdiction as defined in City resolution no. 2016-17, and Village resolution no. 2016-03; and

WHEREAS, Wis. Stat. Section 66.0301 permits the City and the Village to enter into an agreement and contract for the joint exercise of any power or duty required or authorized by law.

NOW THEREFORE, in consideration of the mutual provisions of this Agreement and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The City will continue to act as the project sponsor for the Chippewa River State Trail project. In that role as the sponsor the City will coordinate design and construction administration.
2. The Village shall pay the City for the portion of the project within its jurisdiction. This includes all costs including design, construction administration, construction, state review fees, applicable Right of Way acquisitions, and any other costs associated with the section of proposed Chippewa River State Trail within the Village corporate boundaries.
3. The City shall invoice the Village on a monthly basis as costs are incurred. The Village shall be responsible for all costs for design/improvements within the Village's corporate boundary involved in the project until reimbursement from WisDOT occurs. The Village agrees to pay any invoices within 30-days of receipt of the invoice from the City. The City agrees to provide a detailed invoice illustrating incurred costs with each invoice.
4. The Village agrees that design and construction administration of the Chippewa River State trail project will be completed by City Staff. The Village agrees to compensate the City for costs associated with the design and construction administration of the Chippewa River State Trail

within the Village Corporate limits, these costs shall be billed monthly has incurred. Reimbursement (Federal/State) for incurred costs will be distributed within 30-days of receipt by the City and shall be prorated based on the expenses of the Chippewa River State project that were incurred in the respective jurisdictions.

5. The initial term of this Agreement shall be for the length of time necessary to design and construct the Chippewa River State Trail project. The Agreement may be extended or revised in writing, signed by the parties.
6. If either party fails to uphold their portion of the agreement, and the Federal/State TAP reimbursement monies are withheld because of the failure, the party responsible for the failure to complete the project shall compensate the other for incurred costs up to the point of termination of this agreement. Incurred costs can include design costs, construction administration costs, Right of Way acquisition costs, state design review costs, and other applicable project expenditures. The parties will not be responsible for construction costs outside of their respective jurisdictions.
7. The City agrees to update the Village on the design and construction process on a monthly basis. The City will present plans for review within Village jurisdiction at 30% design, 60% and 90%.
8. The City agrees to host a design scoping meeting with the Village to discuss the proposed Chippewa River State Trail project design and identify key design decisions for the Village in an effort to incorporate Village design concerns.
9. The City agrees that during the construction phase of the Chippewa River State trail that construction administration staff will gain approvals from the Village prior to any contract modifications that are required to complete the project. The Village will approve/deny any construction changes that may increase/decrease project costs. Slight variations in unit quantities may be expected during construction.
10. The City agrees to let the project as a local let project. The City agrees to follow all legal and WisDOT requirements in letting the proposed Chippewa River State Trail project. Upon opening of the bids, both the City and Village will take official action, once WisDOT has granted approval, to award the bid to the lowest responsible bidder.
11. The City and Village will each be individually responsible for all Right of Way acquisition costs that are necessary as part of Chippewa River State Trail. All R/W acquisition costs will be locally funded with no Federal/State funding. All Right of Way acquisition that is required as part of Chippewa River State Trail shall be completed following provisions of the Uniform Act and any applicable State and Federal law.

**CITY**

**VILLAGE**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_