## CITY OF CHIPPEWA FALLS, WISCONSIN

# NOTICE OF PUBLIC MEETING

In accordance with the provisions of the Wisconsin State Statutes, Sec. 19.84, notice is hereby given that a public meeting of the:

# Committee No. 1 Revenues, Disbursements, Water and Wastewater

Will be held on <u>Tuesday, October 31, 2017 at 9:00 AM, Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.</u>

Items of business to be discussed or acted upon at this meeting are shown on the attached agenda below:

- 1. Presentation of Chippewa Area History Center Funding Request. Possible recommendations to the Council.
- 2. Discuss Strand Associates Agreement for General Services 2018
  Wastewater User Charge System Update. Possible recommendations to the Council.
- 3. Discuss funding for purchase or replacement of AEDs at city buildings. Possible recommendations to Council.
- 4. Discuss disposition and/or rotation of city vehicles. Possible recommendations to Council.
- 5. Review preliminary department budget data and issues affecting the budget. Possible recommendations to the Council.
- 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.

NOTE: REASONABLE ACCOMMODATIONS FOR PARTICIPATION BY INDIVIDUALS WITH DISABILITIES WILL BE MADE UPON REQUEST. FOR ADDITIONAL INFORMATION OR TO REQUEST THIS SERVICE, CONTACT THE CITY CLERK AT 726-2719.

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 OF OFFICIAL NEWSPAPER**

I hereby certify that a copy of this notice has been posted on the City Hall bulletin board and a copy has been given to the Chippewa Herald on October 26, 2017 at 11:55 am by BNG.





TO: Lynne Bauer City of Chippewa Falls Finance Manager/Treasurer DATE: October 16, 2017

SUBJECT: Chippewa Area History Center Funding Request

Dear City of Chippewa Falls Finance Committee:

On May 13, 2017 members of the Chippewa Area History Center Capital Campaign Executive Committee (CCEC) presented plans to the City Council about creating a new museum, genealogical and historical research library and auditorium/classroom next to the southern entrance to Irvine Park. Our capital campaign has begun and we have raised about \$850,000. Volunteers have coordinated all campaign activities. We request that the city contribute \$10,000 annually to this community project.

The chart below shows county and municipal 2015-2016 financial support for area museums, which are Affiliates of the Wisconsin Historical Society and report funding that they have received.

Historical Society or Museum Name	City	County	City Funding	County Funding
Barron County Historical Society	Cameron	Barron	\$0	\$36,000
Buffalo County Historical Society	Alma	Buffalo	\$0	\$6,500
Chippewa Valley Museum, Inc.	Eau Claire	Eau Claire	\$67,633	\$23,085
Dunn County Historical Society	Menomonie	Dunn	\$5,000	\$3,500
La Crosse County Historical Society	La Crosse	La Crosse	\$0	\$18,163
Marathon County Historical Society	Wausau	Marathon	\$23,123	\$49,376
Merrill Historical Society, Inc.	Merrill	Lincoln	\$4,000	· \$0
North Wood County Historical Society	Marshfield	Wood	\$7,500	\$0

Established in 1969, the Chippewa County Historical Society has a tradition of working with the city in preserving and sharing local history. In 2006 we contributed to planning and implementing the 100<sup>th</sup> anniversary of Irvine Park. During 2015 we created a park history display for the new Irvine Park Welcome Center. Currently, at the request of the Parks Board, we are volunteering to create a historic timeline of the Chippewa Falls Parks System. We have partnered with the city for the last 14 years in coordinating The Past Passed Here, in Allen Park, which offers 600 fourth grade students an opportunity to experience fur trade and lumbering life, while they are studying Wisconsin history.

The Chippewa County Genealogical Society established in 1980 operates the library including numerous one of kind reference materials. City and county records as well as local newspapers are preserved and shared with citizens and visitors who are researching their family and local history.

These two groups have worked together since 1990 in the former Notre Dame convent, which has been determined by an American Alliance of Museums consultant to be inadequate due to inaccessibility, lack of climate control and poorly sized rooms. Stairways challenge elderly and handicapped visitors. Please review the attached tri-fold brochure for further information about our campaign and plans for improving services we can offer. We plan to attend the October 24 meeting.

Sineerely,

David Raihlr, Jr., (CCEC)

Melvin (Skip) August, (CCEC)

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# Strand Associates, Inc.º



910 West Wingra Drive Madison, WI 53715 (P) 608-251-4843 (F) 608-251-8655

October 18, 2017

City of Chippewa Falls 30 West Central Street Chippewa Falls, WI 54729

Attention:

Mr. Richard J. Rubenzer, P.E

Director of Public Works, City Engineer, and Utilities Manager

Re:

Agreement for General Services

2018 Wastewater User Charge System Update

This is an Agreement between the City of Chippewa Falls, Wisconsin, hereinafter referred to as OWNER, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER, to provide engineering services (Services) for the 2018 Wastewater User Charge System Update. This Agreement shall be in accordance with the following elements.

## **Scope of Services**

ENGINEER will provide the following Services to OWNER.

- 1. Request and review existing user charge data from OWNER, including spreadsheets, utility billings, water records, and similar information for developing the 2018 wastewater rates.
- 2. Update 2016 rate calculation spreadsheet prepared by ENGINEER for 2018 debt services, operation and maintenance budget, equipment replacement fund deposit, depreciation fund deposit, and changes to industrial volume and surcharge revenues.
- 3. Review hauled waste categories and cost of service.
- 4. Prepare a service charge for new wastewater accounts with input from OWNER.
- 5. Prepare a preliminary 2018 wastewater user charge system update including fixed charges, volume charges, surcharges, rates for hauled wastes, and new account charge. Prepare a summary letter with enclosures.
- 6. Review the preliminary 2018 wastewater user charge system update with OWNER; up to four teleconference calls are included.
- 7. Prepare the final 2018 wastewater user charge system update. Submit a summary letter with enclosures to OWNER in paper format and user charge system spreadsheet in Excel format.
- 8. Attend Committee No. 1 meeting and present the 2018 wastewater user charge update.

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#### Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

- 1. <u>Additional Site Visits and/or Meetings</u>: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
- 2. <u>Bidding- and Construction-Related Services</u>: Bidding- and construction-related services for the project will require a separate agreement with OWNER.
- 3. <u>Drawings and Specifications</u>: Final design services including drawings and specifications, if provided by ENGINEER, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
- 4. <u>Permit and Plan Review Fees</u>: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.
- 5. <u>Preparation for and/or Appearance in Litigation on Behalf of OWNER</u>: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
- 6. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.

# Compensation

OWNER shall compensate ENGINEER for Services on an hourly rate basis plus expenses an estimated fee of \$7,000.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

	Hourly Billing Rates*
Principal Engineer	\$270 to \$501
Senior Project Manager	\$163 to \$234
Project Managers	\$105 to \$163
Project Engineers and Scientists	\$ 89 to \$111
Engineering Technicians and Draftspersons	\$ 45 to \$134
Office Production	\$ 85 Average
* Updated annually on July 1	_

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The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

#### Schedule

Services will begin upon execution of this Agreement, which is anticipated on November 6, 2017. Services are scheduled for completion on January 31, 2018.

#### Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

## **OWNER's Responsibilities**

- 1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
- 2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
- 3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
- 4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
- 5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
- 6. Provide all legal services as may be required for the development of this project.

#### **Opinion of Probable Cost**

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

#### Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.

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- 2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
- 3. If there is a modification of Wisconsin Department of Natural Resources requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

#### **Extension of Services**

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

# **Payment**

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

## **Data Provided by Others**

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

## Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

#### Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder.

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OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

## **Dispute Resolution**

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

## **Terms and Conditions**

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:		OWNER:
STRAND ASSOCIATES, INC.®		CITY OF CHIPPEWA FAELS
Matthew S. Richards Corporate Secretary	Date	Mr. Richard J. Rubenzer, P.E. Date Director of Public Works, City Engineer, and Utilities Manager