

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, MARCH 12, 2018 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, March 12, 2018 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. Also attending was Assistant City Engineer Bill McElroy.

1. **Motion** by Olson, seconded by Bauer to approve the minutes of the February 12, 2018 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board of Public Works considered the attached Street Use Permit application from the Chippewa Falls Patriotic Council for the annual Memorial Day Parade to be held Monday, May 28, 2018.
Motion by Olson, seconded by Bauer to recommend the Common Council approve the attached Street Use Permit application from the Chippewa Falls Patriotic Council for the annual Memorial Day Parade to be held Monday, May 28, 2018 and to not charge the Patriotic Council. **All present voting aye. MOTION CARRIED.**

3. **Motion** by Olson, seconded by Bauer to combine items 3-9. **All present voting aye. MOTION CARRIED.**
Assistant City Engineer McElroy noted that the scope had changed and the Irvine Street project would no longer need ordinance action as there would only be spot curb and gutter repair. The Board considered the attached recommendations for street widths and functional classification from the Engineering Department.
Motion by Olson, seconded by Bauer to recommend the Common Council to functionally classify as Collector and assign a street width of 38 feet face to face of curb, (existing width is 37 to 38 feet) for State Street from Grand Ave. to Court St.; to functionally classify as Local Street and assign a street width of 30 feet face to face of curb, (existing width is 30 feet) for Miles Street from Wheaton St. to Coleman St.; to functionally classify as Local Street and assign a street width of 30 feet face to face of curb, (existing width is 27.5 to 32 feet) for Ludgate Street from Oxford St. to Fleet St.; to functionally classify as Local Street and assign a street width of 30 feet face to face of curb, (existing width is 24 feet) for Lombard Street from Oxford St. to Regent St.; to functionally classify as Local Street and assign a street width of 30 feet face to face of curb, (existing width is 20 feet) for Oxford Street from Termini to Lombard St.; to functionally classify as Local Street and assign a street width of 30 feet face to face of curb, (existing width is 22 to 27 feet) for Regent Street from River St. to Ludgate St.
All present voting aye. MOTION CARRIED.

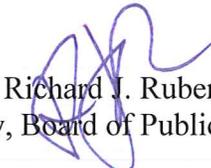
4. Director of Public Works Rubenzer presented the attached agreement with Ayres Associates, Inc. for investigating repair options and completing a grant application for repair/replacement of the two slide gates, design and construction of guardrail and entrance security fencing on the east side of the dam, and design and construction of a

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

small craft barrier line for the Glen Loch Dam. Ayres Associates, Inc. has performed Glen Loch Dam inspections since the 1980's and designed two previous dam rehabilitations. Repair and replacement of the slide gates has been identified as an action item since the 2012 inspection. The grant application is a reimbursable expense and the Glen Loch Dam would be a 50% WDNR funded and 50% City funded project should the grant be awarded. Project estimate is \$60,000.

Motion by Hoffman, seconded by Bauer to recommend the Common Council approve the attached agreement with Ayres Associates, Inc. to apply for a grant to replace/repair slide gates, guardrail and install small craft barrier at the Glen Loch Dam contingent on Committee #1 and Common Council approval. Also to authorize Director of Public Works Rubenzer to execute the agreement. **All present voting aye. MOTION CARRIED.**

5. **Motion** by Olson, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:45 P.M.


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

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, February 26, 2018 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.

NOTE:

THE BOARD OF PUBLIC WORKS MEETING

FOR

MONDAY, FEBRUARY 26, 2018

IS

CANCELLED

DUE TO A LACK OF AGENDA ITEMS.

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, February 20, 2018 at 11:00 AM by Mary Bowe.

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, FEBRUARY 12, 2018 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, February 12, 2018 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Alderperson Paul Olson. Darrin Senn was absent. Ian Kopp and Tim Cruciani representing Citizen's State Bank were also present at the meeting.

1. **Motion** by Olson, seconded by Bauer to approve the minutes of the February 6, 2018 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. Ian Kopp appeared to request an easement across City parcel #71813OL01 (see attached) on behalf of Citizen's State Bank. He indicated that the bank had reached an agreement to purchase parcel #70948001 providing access to the City Lakeland Drive parcel from parcel #71352001 which Citizen's State Bank is offering for sale. Director of Public Works Rubenzer stated that he request had been made of the Board and Council twice previously and the request for easement had been approved contingent on annexation of parcel #71352001 (for sale). Citizen's State Bank is willing to annex the parcel but in doing so would create a City "island" around parcel #73311001 in the Town of Eagle Point. Creation of an island is in violation of State Statute 66.0221. Director of Public Works Rubenzer stated there was a small chance either parcel would annex if they didn't annex at this time so that he was not in favor of granting an easement without annexation. Mayor Hoffman agreed. Director of Public Works Rubenzer continued that there was a sewer and water boundary agreement in place since 1969, which may allow the island to be formed. He will check with the Wisconsin Department of Administration for their opinion. Also, Director of Public Works Rubenzer stated that he would review the City parcel (Lakeland Drive) to see how or if it is City right-of-way, in which case, no easement across it would be necessary. Mayor Hoffman indicated that the city would get back to Citizen's State Bank when these two questions had been sufficiently researched and answered. **NO ACTION WAS TAKEN.**

3. Director of Public Works Rubenzer presented the attached Amendment to Agreement for professional services with Ayres Associates, Inc. for semi-annual groundwater monitoring (sampling, testing and reporting results) at the Nelson Road Landfill. Alderperson Olson stated he thought the \$9,000 estimate for these services was the same as 2017 and Director of Public Works Rubenzer confirmed. **Motion** by Hoffman, seconded by to recommend the Common Council approve the attached Amendment to Agreement for professional services with Ayres Associates, Inc. for semi-annual groundwater monitoring (sampling, testing and reporting results) at the Nelson Road Landfill and to authorize Mayor Hoffman to execute the agreement. **All present voting aye. MOTION CARRIED.**

4. The Board considered the attached request from Chippewa Falls Main Street for the Cruise in Summer Series Car Shows for events on May 19, June 23 and July 21, 2018.

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

Director of Public Works Rubenzer stated that each event required six hours of Street Department staff time at \$50/hour for a total of \$300 per event. He stated that each event alone wasn't a large time requirement but that as more and more events are added, less and less work on the streets can be accomplished. Mayor Hoffman stated that each event draws large numbers of people downtown and downtown businesses strongly supported these events.

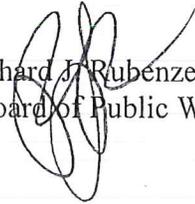
Motion by Hoffman, seconded by Bauer to recommend the Common Council approve the attached request from Chippewa Falls Main Street for the Cruise in Summer Series Car Shows for events on May 19, June 23 and July 21, 2018 and to not charge Chippewa Falls Main Street for the events. Voting aye were Hoffman and Bauer. Voting nay were Olson and Rubenzer. **MOTION WAS NOT APPROVED ON A 2-2 VOTE.**

5. The Board considered the attached request from Chippewa Falls Main Street for Pure Water Days Parade and Car Show on August 11, 2018. Alderperson Olson and Director of Public Works Rubenzer both indicated they supported not charging for this event since it was in place for decades.

Motion by Olson, seconded by Bauer to recommend the Common Council approve and not charge for the attached request from Chippewa Falls Main Street for Pure Water Days and Car Show on August 11, 2018. **All present voting aye. MOTION CARRIED.**

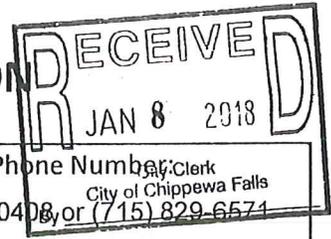
6. **Motion** by Olson, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:10 P.M.

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





CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION



Applicant Name and Address: Chippewa Falls Patriotic Council	Applicant Phone Number: (715) 723-0408 City of Chippewa Falls Clerk or (715) 829-6571
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<input type="checkbox"/> Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual. Leroy G. Jansky PO Box 685 Chippewa Falls, WI 54729	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: Brian McIlquham, Commander, CFPC PO Box 685 Chippewa Falls, WI 54729
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Name of the event: Memorial Day Parade	Estimated number of persons participating: 350 including bands
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Date and start and end times requested for street use:
Monday, May 28, 2018, 9 a.m. to 10:15 a.m. Willow St., and 10:15 a.m. to 10:45 a.m. parade route

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
Willow St between Bridge and N. High St Closure 9-10:30 a.m. Parade route as shown on attached map 10:15 -10:45 a.m.

Use, described in detail, for which the street use permit is requested:
Annual Memorial Day Parade along parade route and parade staging area on Willow St.

City services requested for the event (e.g., Street Department or Police Department staff time)
Willow St closure 9-10:30 a.m. and parade route closure 10:15-10:45 a.m. Police officers to stop traffic and lead parade.

The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Chippewa Falls Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. Applicant understands they shall be present when the Board of Public Works or City Council considers the request for Street Use Permit. Failure to appear may be grounds for denial of the requested permit.

Leroy G. Jansky 2/8/2018
Signature of Applicant Date

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
*If Street Dept. Personnel place traffic control (barricades) Friday May 25, 2018 and Pick up Tues. May 29, 2018, Estimated Cost is \$300.
Patrol Unit to lead parade. No cost. \$105*

Requirements of Applicant:
CF Patriotic Council may pickup, place, and return barricades if so desired. 2/20/2018

Approved by: [Signature] 2/14/18 [Signature] PE 2/20/2018
Signature of Chief of Police Signature of Director of Public Works

Recommendation of Board of Public Works (if required): Approved Denied
Decision of City Council (required): Approved Denied

**Classification and Width Determination for State Street
Grand Avenue to Court Street
BPW 03/12/18**

Main Considerations:

- Traffic Count Information (October 2015):
 - State Street – (Grand Avenue to Central Street): 2116 vpd
 - State Street – (River Street to Spring Street): 1825 vpd
 - State Street – (Church Street to Court Street): 1392 vpd

- Existing Width:
 - State Street – (Grand Avenue to Central Street): 38 feet from face to face of curb
 - State Street – (Central Street to Court Street): 37 feet from face to face of curb

- WisDOT Functional Classification – Collector

Other Considerations:

- On-street parking is allowed in this section.
- Land Uses – Residential
- State Street serves as a collector for the multi-family housing and apartments along Pumphouse Road to Grand Avenue.
- Boulevard trees will be affected by this project regardless of width adjustment. Trees present in this section vary in size and some are currently impacting adjacent concrete and will be removed with the project.
- Sidewalk is present on both sides of the street. Pedestrian traffic would be neighborhood generated and no major sources of through pedestrian traffic have been noted.

Conclusions:

- **Chippewa Falls Reconstruction Ordinance Classification – Urban Collector**

Width Recommendation:

- **State Street: (Grand Avenue to Court Street) – 38 feet face to face of curb**
 - (Existing width – 37 to 38 feet)

Recommendations were based on limited traffic crash incidents, pedestrian usage, allowed parking, and impact to the surrounding neighborhood. The existing street functions well for existing and forecasted demands. A uniform width was used throughout the corridor. No major traffic changes would be expected for the life cycle of the proposed street.

Functional Classification of Streets	Number of Traffic Lanes	Curb to Curb Width			
		No Parking		With Parking	
		Range of Normal Widths	Desirable	Range of Normal Widths	Desirable
Local	2	28'-32'	30'	30'-38'	36'
Collector	2	30'-34'	32'	36'-40'	38'
Minor Arterial	2	34'-36'	36'	40'-52'	42'
Principal Arterial - Other than freeways and expressways	2-4	36'-52'	2 ln - 36'	-----	-----
			4 ln - 52'		

**AN ORDINANCE ESTABLISHING THE WIDTH OF PAVEMENT ON
STATE STREET (COURT ST. TO GRAND AVE.)
AT 38 FEET FACE TO FACE OF CURBS**

**THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS, WISCONSIN, DO
ORDAIN AS FOLLOWS:**

- 1. That Section 8.01 (2) (i) 1. q) be and is hereby created to read as follows:
 - 4. The roadway width shall be 38 feet face to face of curbs on the following streets:
 - q) State Street – (Court St. to Grand Ave.)
- 2. That this Ordinance shall take effect upon passage and publication.

Dated this 3rd day of April, 2018.

1st READING: March 20, 2018

2nd READING: April 3, 2018

ADOPTED: _____
Council President

APPROVED: _____
Mayor

ATTEST: _____
City Clerk

PUBLISHED: _____

**Classification and Width Determination for Miles Street
Wheaton Street to Coleman Street
BPW 03/12/18**

Main Considerations:

- Traffic Count Information (June 2017):
 - Miles Street – (Mansir Street to Governor Street): 90 vpd
 - Miles Street – (Governor Street to Peck Street): 82 vpd
 - Miles Street – (Peck Street to Carson Street): 75 vpd
 - Miles Street – (Carson Street to Albert Street): 91 vpd

- Existing Width:
 - Miles Street – (Wheaton Street to Coleman Street): 30 feet from face to face of curb

- WisDOT Functional Classification – Local Street

Other Considerations:

- On-street parking is not prevalent in this area, although it is present in some situations.
- Land Uses – Residential
- Boulevard trees will be affected by this project regardless of width adjustment. Trees present in this section vary in size and some are currently impacting adjacent sidewalk and curb and gutter and will be removed with the project.
- Sidewalk is present on both sides of the street. Pedestrian traffic would be neighborhood generated and no major sources of through pedestrian traffic have been noted.
- Chippewa Falls School District has multiple facilities located with ¼-mile

Conclusions:

- **Chippewa Falls Reconstruction Ordinance Classification – Local street**

Width Recommendation:

- **Miles Street: (Wheaton Street to Coleman Street) – 30 feet face to face of curb**
 - (Existing width – 30 feet)

Recommendations were based on limited traffic crash incidents, pedestrian usage, limited traffic volume, minor parking and increased costs associated with increased width. The existing roadway functions well for existing and forecasted demands.

Functional Classification of Streets	Number of Traffic Lanes	Curb to Curb Width			
		No Parking		With Parking	
		Range of Normal Widths	Desirable	Range of Normal Widths	Desirable
Local	2	28'-32'	30'	30'-38'	36'
Collector	2	30'-34'	32'	36'-40'	38'
Minor Arterial	2	34'-36'	36'	40'-52'	42'
Principal Arterial - Other than freeways and expressways	2-4	36'-52'	2 ln - 36'	-----	-----
			4 ln - 52'		

**AN ORDINANCE ESTABLISHING THE WIDTH OF PAVEMENT ON
MILES STREET (WHEATON ST. TO COLEMAN ST.)
AT 30 FEET FACE TO FACE OF CURBS**

**THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS, WISCONSIN, DO
ORDAIN AS FOLLOWS:**

- 1. That Section 8.01 (2) (i) 4. s) be and is hereby created to read as follows:
 - 4. The roadway width shall be 30 feet face to face of curbs on the following streets:
 - s) Miles Street – (Wheaton St. to Coleman St.)
- 2. That this Ordinance shall take effect upon passage and publication.

Dated this 3rd day of April, 2018.

1st READING: March 20, 2018

2nd READING: April 3, 2018

ADOPTED: _____ Council President

APPROVED: _____ Mayor

ATTEST: _____ City Clerk

PUBLISHED: _____

**Classification and Width Determination for Ludgate Street
Oxford Street to Fleet Street
BPW 03/12/18**

Main Considerations:

- Traffic Count Information (July 2017):
 - Ludgate Street – (Regent Street to Fleet Street): 47 vpd
- Existing Width:
 - Ludgate Street – (Termini to Regent Street): 30 feet from edge to edge of asphalt
 - Ludgate Street – (Regent Street to railroad tracks): 27.5 feet from edge to edge of asphalt
 - Ludgate Street – (Railroad Tracks to Fleet Street): 32 feet from edge to edge of asphalt
- WisDOT Functional Classification – Local Street

Other Considerations:

- On-street parking is allowed in this section, but is not prevalent
- Land Uses – Residential, but access to railyard
- Trees will likely not be affected by this project unless the roadway is widened significantly.
- No sidewalks are present. Pedestrian traffic would be neighborhood generated and no major sources of through pedestrian traffic have been noted.
- No significant crash history has been noted in this section. (2007-2017)

Conclusions:

- **Chippewa Falls Reconstruction Ordinance Classification – Local Street**

Width Recommendation:

- **Ludgate Street: (Oxford Street to Fleet Street) – 30 feet face to face of curb**
 - (Existing width – 27.5 to 32 feet)

Recommendations were based on limited traffic crash incidents, pedestrian usage, allowed parking, and impact to the surrounding neighborhood and increased costs associated with increased width. The majority of this roadway has no outlet and only services the residential neighborhood. This will be consistent with the other reconstruction projects in the area.

Functional Classification of Streets	Number of Traffic Lanes	Curb to Curb Width			
		No Parking		With Parking	
		Range of Normal Widths	Desirable	Range of Normal Widths	Desirable
Local	2	28'--32'	30'	30'--38'	36'
Collector	2	30'--34'	32'	36'--40'	38'
Minor Arterial	2	34'--36'	36'	40'--52'	42'
Principal Arterial - Other than freeways and expressways	2-4	36'--52'	2 ln - 36'	-----	-----
			4 ln - 52'		

**AN ORDINANCE ESTABLISHING THE WIDTH OF PAVEMENT ON
LUDGATE STREET (OXFORD ST. TO FLEET ST.)
AT 30 FEET FACE TO FACE OF CURBS**

**THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS, WISCONSIN, DO
ORDAIN AS FOLLOWS:**

- 1. That Section 8.01 (2) (i) 4. t) be and is hereby created to read as follows:
 - 4. The roadway width shall be 30 feet face to face of curbs on the following streets:
 - t) Ludgate Street – (Oxford St. to Fleet St.)
- 2. That this Ordinance shall take effect upon passage and publication.

Dated this 3rd day of April, 2018.

1st READING: March 20, 2018

2nd READING: April 3, 2018

ADOPTED: _____

Council President

APPROVED: _____

Mayor

ATTEST: _____

City Clerk

PUBLISHED: _____

**Classification and Width Determination for Lombard Street
Oxford Street to Regent Street
BPW 03/12/18**

Main Considerations:

- Traffic Count Information (July 2017):
 - Lombard Street – (Oxford Street to Regent Street): 60 vpd
- Existing Width:
 - Lombard Street – (Oxford Street to Regent Street): 24 feet from edge to edge of asphalt
- WisDOT Functional Classification – Local Street

Other Considerations:

- On-street parking is allowed in this section.
- Land Uses – Residential
- Some trees will likely be affected due to the widening of the roadway.
- No sidewalks are present. Pedestrian traffic would be neighborhood generated and no major sources of through pedestrian traffic have been noted.
- No significant crash history has been noted in this section. (2007-2017)

Conclusions:

- **Chippewa Falls Reconstruction Ordinance Classification – Local Street**

Width Recommendation:

- **Lombard Street: (Oxford Street to Regent Street) – 30 feet face to face of curb**
 - (Existing width – 24 feet)

Recommendations were based on limited traffic crash incidents, pedestrian usage, allowed parking, and impact to the surrounding neighborhood. 30-foot face to face of curb and gutter is the minimum recommended by ordinance in areas in which parking is allowed. This will be consistent with the other reconstruction projects in the area. The road will need to be raised in areas to accommodate driveways so they do not become overly steep with the widening of the roadway.

Functional Classification of Streets	Number of Traffic Lanes	Curb to Curb Width			
		No Parking		With Parking	
		Range of Normal Widths	Desirable	Range of Normal Widths	Desirable
Local	2	28'--32'	30'	30'--38'	36'
Collector	2	30'--34'	32'	36'--40'	38'
Minor Arterial	2	34'--36'	36'	40'--52'	42'
Principal Arterial - Other than freeways and expressways	2-4	36'--52'	2 ln - 36'	-----	-----
			4 ln - 52'		

**AN ORDINANCE ESTABLISHING THE WIDTH OF PAVEMENT ON
LOMBARD STREET (OXFORD ST. TO REGENT ST.)
AT 30 FEET FACE TO FACE OF CURBS**

**THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS, WISCONSIN, DO
ORDAIN AS FOLLOWS:**

- 1. That Section 8.01 (2) (i) 4. u) be and is hereby created to read as follows:
 - 4. The roadway width shall be 30 feet face to face of curbs on the following streets:
 - u) Lombard Street – (Oxford St. to Regent St.)
- 2. That this Ordinance shall take effect upon passage and publication.

Dated this 3rd day of April, 2018.

1st READING: March 20, 2018

2nd READING: April 3, 2018

ADOPTED: _____ Council President

APPROVED: _____ Mayor

ATTEST: _____ City Clerk

PUBLISHED: _____

**Classification and Width Determination for Oxford Street
Termini to Lombard Street
BPW 03/12/18**

Main Considerations:

- Traffic Count Information:
 - Oxford Street – Estimated at <50 vpd
- Existing Width:
 - Oxford Street – (Termini to Lombard Street): 20 feet from edge to edge of asphalt
- WisDOT Functional Classification – Local Street

Other Considerations:

- On-street parking is allowed in this section.
- Land Uses – Residential
- Some trees will likely be affected due to the widening of the roadway.
- No sidewalks are present. Pedestrian traffic would be neighborhood generated and no major sources of through pedestrian traffic have been noted.
- No significant crash history has been noted in this section. (2007-2017)

Conclusions:

- **Chippewa Falls Reconstruction Ordinance Classification – Local Street**

Width Recommendation:

- **Oxford Street: (Termini to Lombard Street) – 30 feet face to face of curb**
 - (Existing width – 20 feet)

Recommendations were based on limited traffic crash incidents, pedestrian usage, allowed parking, and impact to the surrounding neighborhood. 30-foot face to face of curb and gutter is the minimum recommended by ordinance in areas in which parking is allowed. This will be consistent with the other reconstruction projects in the area.

Functional Classification of Streets	Number of Traffic Lanes	Curb to Curb Width			
		No Parking		With Parking	
		Range of Normal Widths	Desirable	Range of Normal Widths	Desirable
Local	2	28'--32'	30'	30'--38'	36'
Collector	2	30'--34'	32'	36'--40'	38'
Minor Arterial	2	34'--36'	36'	40'--52'	42'
Principal Arterial - Other than freeways and expressways	2-4	36'--52'	2 ln - 36'	-----	-----
			4 ln - 52'		

**AN ORDINANCE ESTABLISHING THE WIDTH OF PAVEMENT ON
OXFORD STREET (TERMINI TO LOMBARD ST.)
AT 30 FEET FACE TO FACE OF CURBS**

**THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS, WISCONSIN, DO
ORDAIN AS FOLLOWS:**

- 1. That Section 8.01 (2) (i) 4. v) be and is hereby created to read as follows:
 - 4. The roadway width shall be 30 feet face to face of curbs on the following streets:
 - v) Oxford Street – (Termini to Lombard St.)
- 2. That this Ordinance shall take effect upon passage and publication.

Dated this 3rd day of April, 2018.

1st READING: March 20, 2018

2nd READING: April 3, 2018

ADOPTED: _____ Council President

APPROVED: _____ Mayor

ATTEST: _____ City Clerk

PUBLISHED: _____

**Classification and Width Determination for Regent Street
River Street to Ludgate Street
BPW 03/12/18**

Main Considerations:

- Traffic Count Information (July 2017):
 - Regent Street – (River Street to Lombard Street): 191 vpd

- Existing Width:
 - Regent Street – (River Street to Lombard Street): 27 feet from edge to edge of asphalt
 - State Street – (Lombard Street to Ludgate Street): 22 feet from edge to edge of asphalt

- WisDOT Functional Classification – Local Street

Other Considerations:

- On-street parking is allowed in this section.
- Land Uses – Residential
- Some trees will likely be affected due to the widening of the roadway.
- No sidewalks are present. Pedestrian traffic would be neighborhood generated and no major sources of through pedestrian traffic have been noted.
- No significant crash history has been noted in this section. (2007-2017)

Conclusions:

- **Chippewa Falls Reconstruction Ordinance Classification – Local Street**

Width Recommendation:

- **Regent Street: (River Street to Ludgate Street) – 30 feet face to face of curb**
 - (Existing width – 22 to 27 feet)

Recommendations were based on limited traffic crash incidents, pedestrian usage, allowed parking, and impact to the surrounding neighborhood. 30-foot face to face of curb and gutter is the minimum recommended by ordinance in areas in which parking is allowed. This will be consistent with the other reconstruction projects in the area.

Functional Classification of Streets	Number of Traffic Lanes	Curb to Curb Width			
		No Parking		With Parking	
		Range of Normal Widths	Desirable	Range of Normal Widths	Desirable
Local	2	28'--32'	30'	30'--38'	36'
Collector	2	30'--34'	32'	36'--40'	38'
Minor Arterial	2	34'--36'	36'	40'--52'	42'
Principal Arterial - Other than freeways and expressways	2--4	36'--52'	2 ln - 36'	-----	-----
			4 ln - 52'		

**AN ORDINANCE ESTABLISHING THE WIDTH OF PAVEMENT ON
REGENT STREET (RIVER ST. TO LUDGATE ST.)
AT 30 FEET FACE TO FACE OF CURBS**

**THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS, WISCONSIN, DO
ORDAIN AS FOLLOWS:**

- 1. That Section 8.01 (2) (i) 4. w) be and is hereby created to read as follows:
 - 4. The roadway width shall be 30 feet face to face of curbs on the following streets:
 - w) Regent Street – (River St. to Ludgate St.)
- 2. That this Ordinance shall take effect upon passage and publication.

Dated this 3rd day of April, 2018.

1st READING: March 20, 2018

2nd READING: April 3, 2018

ADOPTED: _____ Council President

APPROVED: _____ Mayor

ATTEST: _____ City Clerk

PUBLISHED: _____

March 9, 2018

Mr. Richard J. Rubenzer, P.E.
Director of Public Works/City Engineer/Utility Manager
City of Chippewa Falls Engineering Department
30 West Central Street
Chippewa Falls, WI 54729

Re: Glen Loch Dam
2018 Municipal Dam Grant and Repair Plan

Dear Mr. Rubenzer:

Thank you for the opportunity to submit this proposal for professional services for investigating repair options and completing and Municipal Dam Grant application for the City's dam. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

The dam has two sluice gates that are difficult to open, likely due to either a broken stem mount or excessive gate side seal friction. This prevents the lake from being drawn down, which in the event of a dam emergency would be a requirement of the WDNR. With improvements planned for Erickson Park, upstream boater and pedestrian traffic will significantly increase near the dam. The City is pursuing placement of buoys upstream of the spillway. This work is eligible for funding by the WDNR under the municipal dam grant program. To maximize the points the city can score, to secure best chance of being awarded a municipal dam repair grant, we recommend that the City, in addition to completing a grant application, they also submit a plan for the repairs to the WDNR before the grant applications are due. Having submitted plans will award the City an additional 20 points in the grant scoring system, increases the likelihood the City will receive a grant from the WDNR.

Our proposal is broken down into two phases. If the city chooses to not submit plans for approval, this phase of work will not be awarded.

Scope of Services

Grant Application Phase:

1. Compile supporting data for the 2018-2019 DNR Municipal Dam Grant application.
2. Prepare a cost opinion for the DNR grant.

Plan Approval Submittal Phase:

1. Investigate boat restraining barrier and warning buoys considering the Americans with Disabilities Act boat launch proximity and motorized craft expected for the impoundment. Prepare a layout drawing and technical specification section for plan approval submittal.
2. Investigate additional security fencing for the east and west sides of the dam. Prepare a layout drawing showing the fence and a technical specification section for plan approval submittal.
3. Investigate a reasonable repair plan for the stuck gate(s). We will assume that the discharge tubes for each gate will need to be ballooned to allow divers to open and close the gate safely. For the grant application, we will also assume that both gate side seals are the root cause for the broken stem mounts and excessive opening forces. We will prepare a plan that does not include a full lake drawdown, but we assume the divers will likely need the City to draw the lake down about 2 feet below the crest. The drawdown will require siphoning or pumping minimum flow water over the crest to comply with DNR requirements for flowrate downstream. Prepare a single drawing and technical specification for plan approval submittal.
4. Prepare a Plan Approval application for City signature and submittal.

Responsibilities of Owner and Others

The owner will provide access to available documentation about the dam. We have some photographs of the dam during the gate replacement, but we would like to see what other photographs are in the City records. (Ayres' box files for old projects are shredded after several years pass beyond the project end date.)

The owner will also provide a signed copy of the required City resolution authorizing the grant.

The owner will also sign and submit required payment for the Plan Approval application. (The Plan Approval application fee is approximately an extra \$503.)

Additional Services

The services outlined above are for plan submittal and grant application only. If the City moves forward with the project, bidding and construction administration service can be provided. If these services are necessary, they would be additional services, and a fee estimate would be prepared.

Note that the placements of buoys and navigation restrictions require a DNR warden permit and that application is not included in our proposal. We propose that we wait until the grant is awarded to prepare and submit the buoy / navigational marker permit application.

Mr. Richard J. Rubenzer
March 9, 2018
Page 3 of 3

Time Schedule

We will complete the above Scope of Services within 45 calendar days of receiving a Notice to Proceed. The grant is due on April 30, and we can meet this submission deadline if we are given notice to proceed by March 23.

Fee

Our fees will be charged on a lump sum basis broken down as follows:

Grant Application	\$1,750
Plan Approval Submittal	\$4,400

Contract Terms and Conditions

Attached are "Contract Terms and Conditions," which will apply to the services and which are incorporated into this proposal by reference.

Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until March 23, 2018, unless extended by us in writing.

Mr. Richard J. Rubenzer
March 9, 2018
Page 2 of 3

Proposed by Consultant:

Ayres Associates Inc



Christopher T. Goodwin, PE
Manager, Water Resources
Direct: 715.831.7682
goodwinc@AyresAssociates.com

Accepted by Owner:

City of Chippewa Falls

Owner's Name

Signature

Richard J. Rubenzer PE

Name

Director of Public Works/City
Engineer/Utilities Manager

Title

Date

Attachments: Contract Terms and Conditions

**AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS**

- 1. Performance of Services:** Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.
- 2. Billing and Payment:** Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.
- 3. Access to Site:** Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.
- 4. Location of Utilities:** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.
- 5. Hazardous Materials:** In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses.
- 6. Insurance:** Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.
- 7. Limitation of Professional Liability:** Owner agrees to limit Consultant's professional liability to an amount of \$50,000 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000 for increased consideration of ten percent (10%) of the total fee or \$500, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.
- 8. Opinions of Probable Costs:** Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.
- 9. Construction Review:** Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.
- 10. Construction Observation:** On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.
- 11. Standard of Performance:** The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. Ownership of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

15. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

16. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

17. Third Party Benefits: This contract does not create any benefits for any third party.

18. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

19. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

20. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

21. Amendments: This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.