

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 8, 2019 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 25, 2019 Board of Public Works meeting.
(Attachment)
2. Consider bids for Bridgewater Avenue reconstruction project. Make recommendation to the Common Council. (Handout)
3. Consider Intergovernmental Agreement for Woodward Avenue, 47th Avenue and 138th Street Storm Sewer Project. Make recommendation to the Common Council.
(Attachment)
4. 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 2, 2019 at 1:00 PM by Mary Bowe.

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, MARCH 25, 2019 – 5:30 PM**

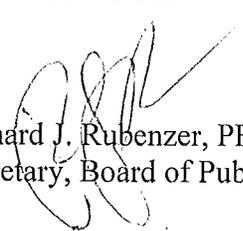
The Board of Public Works met in City Hall on Monday, March 25, 2019 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Alderperson Paul Olson. Absent was Darrin Senn.

1. **Motion** by Olson, seconded by Bauer to approve the minutes of the March 11, 2019 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board of Public Works discussed the present method of charging for hot mix paving of alleys in the City. The method is to charge by the linear foot of frontage along alleys and is by Chapter 8.01(5)(c) of the municipal code a special charge.
Motion by Olson, seconded by Rubenzer to recommend the Common Council to continue to special charge for alley surfacing as in Chapter 8.01. **All present voting aye. MOTION CARRIED.**

3. The Board of Public Works discussed making the downtown alley in Block 47, Chippewa Falls Plat, bound by Grand Avenue, Bridge Street, Columbia Street and Bay Street, one-way west bound. **There was no action taken.**

4. **Motion** by Olson, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:47 P.M.


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

INTERGOVERNMENTAL COOPERATION AGREEMENT
WOODWARD AVENUE, 138TH STREET, 47TH AVENUE
STORM SEWER PROJECT

This Agreement is made and entered into by the City of Chippewa Falls ("City") and Village of Lake Hallie ("Village") collectively referred to hereinafter as the "City" and "Village".

WHEREAS, the City is desirous of constructing and maintaining a storm sewer main and appurtenances in 138th Street and 47th Avenue in the Village of Lake Hallie; and

WHEREAS, the Village will allow the City to construct the said storm sewer main and appurtenances according to the attached plan.

NOW, THEREFORE, it is agreed by and between the City and the Village as follows:

1. Term. This Agreement shall commence on the date of execution by both Parties. This agreement will not terminate unless the City of Chippewa Falls breaches any part of this agreement.
2. Work Covered. The City will construct the storm sewer main in 138th Street and 47th Avenue as shown on the attached plan.
3. Street Opening/Use Permit. This agreement will serve as a street opening/use permit for construction and maintenance of the said storm sewer and appurtenances.
4. Coordination of Work. City personnel will perform the work covered in this agreement under the direction of Street and Utility Maintenance Manager Rick Ruf, (715-829-4531), in accordance with Project Manager Senior Engineering Technician Todd Berg, (715-456-5380). If so desired, the City will conduct a Public Information Meeting for the project at a location determined by the Village.
5. Additional Work. Any requests by the Village for additional storm sewer infrastructure or street infrastructure to that shown on the attached plan will be constructed by City personnel and billed to the Village at regular rates. Any such infrastructure work will be owned by the Village after completion of the project and maintained by the Village.
6. Compensation. The Village will not require compensation for the City storm sewer work described in item two of this agreement. If additional work is desired as outlined in item 5, the Village will pay the City accordingly.
7. Discrimination. Both parties agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation as defined in Section 51.01(5), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, rates of pay or other forms of compensation and selection for training, including apprenticeship.

8. Indemnification. The City shall indemnify, defend and hold harmless the Village, its appointed or elected officials, committee members, employees, agents and each of them for any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interests, attorneys' fees, costs and expenses of whatsoever kind or nature, in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any willful act, error or omission, fault or negligence by the City, in fulfilling the terms of this Agreement.
9. Applicable Law. This Agreement shall be governed under the laws of the state of Wisconsin and is made in Chippewa County, Wisconsin, and venue for any legal action to enforce the terms of this Agreement shall be in Chippewa County Circuit Court.
10. Non-Assignment of Agreement. The Parties agree there shall be no assignment or transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.
11. Waiver of Breaches. No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.
12. Modifications to Agreement. There shall be no modifications to this Agreement except in writing, signed by both Parties.
13. Integration of Agreement. The entire agreement of the Parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between the City and Village relating to the subject matter.

Both parties hereto having read and understood the entirety of this Agreement consisting of two (2) typewritten pages hereby affix their duly authorized signatures.

CITY OF CHIPPEWA FALLS BY:

Greg Hoffman, Mayor
City of Chippewa Falls

VILLAGE OF LAKE HALLIE BY:


Wayne Walkoviak, President
Lake Hallie Village Board