

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 22, 2021 at 5:30 P.M. in the City Hall Council Chambers**, Chippewa Falls, Wisconsin. The Mayor and Board of Public Works members may not be physically present at the meeting but may attend remotely. The meeting may be viewed via livestream at the www.chippewafalls-wi.gov live stream link. **The meeting will be conducted via Webex. The meeting number is 177 311 0547 and the Meeting Password is Chippewa1. To participate by phone, please call 1 415 655 0002.** 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 February 8, 2021 Board of Public Works meeting.
(Attachment)
2. Consider Amendment to Agreement with Ayres Associates Inc. for Nelson Road Landfill Groundwater Sampling, Analysis and Reporting. Make recommendation to the Common Council. (Attachment)
3. Consider General Street Lighting Contract with Xcel Energy for additional street light and pole on the north side of Cashman Drive, east of STH #178. 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, February 16, 2021 at 1:30 PM by Mary Bowe.

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, FEBRUARY 8, 2021 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, February 8, 2021 at 5:30 PM. The meeting was live streamed from the council room in City Hall. Attending remotely were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer P.E., Finance Manager Lynne Bauer and Alderperson Paul Olson. Darrin Senn was absent. Assistant City Engineer Bill McElroy P.E. also attended remotely.

1. **Motion** by Olson, seconded by Bauer to approve the minutes of the January 25, 2021 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board of Public Works considered the attached recommendation from the City Engineering Department to functionally classify Cedar Street from Terrill Street to Wheaton Street as a local street and recommend a street width of 34 feet face of curb (f/c) to face of curb (f/c). The existing width of this section of street is 38 feet f/c to f/c. Assistant City Engineer McElroy explained that the recommended width was due to low traffic volumes and parking. The recommended width meets the City Ordinance standards for local streets while allowing additional boulevard room for stormwater treatment and snow storage, while also being a less costly street to build and maintain. **Motion** by Rubenzer, seconded by Hoffman to recommend the Common Council functionally classify Cedar Street from Terrill Street to Wheaton Street as a local street, set a street width of 34 feet f/c to f/c and add sidewalk in the gaps on both sides of the street where it currently does not exist. **All present voting aye. MOTION CARRIED.**

3. The Board of Public Works considered the attached recommendation from the City Engineering Department to functionally classify Irvine Street from Greenville Street to Summit Avenue as a local street and recommend a street width of 34 feet face of curb (f/c) to face of curb (f/c). The existing width of this section of street is 38 feet f/c to f/c. Assistant City Engineer McElroy explained that the recommended width was due to low traffic volumes and parking. The recommended width meets the City Ordinance standards for local streets while allowing additional boulevard room for stormwater treatment and snow storage, while also being a less costly street to build and maintain. **Motion** by Hoffman, seconded by Olson to recommend the Common Council functionally classify Irvine Street from Greenville Street to Summit Avenue as a local street and set a street width of 34 feet f/c to f/c. **All present voting aye. MOTION CARRIED.**

4. The Board of Public Works considered the attached recommendation from the City Engineering Department to functionally classify Summit Avenue from Irvine Street to A Street as a local street and recommend a street width of 30 feet face of curb (f/c) to face of curb (f/c). The existing width of this section of street is 30 feet f/c to f/c. Assistant City Engineer McElroy explained that the street functions efficiently at its current width and did not see any reason to change it. **Motion** by Hoffman, seconded by Olson to recommend the Common Council functionally classify Summit Avenue from Irvine Street to A Street as a local street and set a street width of 30 feet f/c to f/c. **All present voting aye. MOTION CARRIED.**

5. The Board of Public Works considered the attached recommendation from the City Engineering Department to functionally classify River Street from Prairie Street to Culver Street as a local street and recommend River Street from Prairie Street to State Street a street width of 34 feet face of curb (f/c) to face of curb (f/c). The existing width of this section of street is 30 feet f/c to f/c. Recommend River Street from State Street to Culver Street a street width of 30 feet face of curb (f/c) to face of curb (f/c). The existing width of this section of street is 26 feet from edge to edge of asphalt. Assistant City Engineer McElroy explained that the recommended width increase from Prairie to Culver was due to the high level of parking along that route due to the higher density housing and events at Notre Dame Church and the Heyde Center. He also explained that the section from State Street to Culver Street be widened due the City utilizing a 30 foot f/c to f/c minimum for streets.

Motion by Rubenzer, seconded by Olson to recommend the Common Council functionally classify River Street from Prairie Street to Culver Street as a local street and set a street width of 34 feet f/c to f/c on River Street from Prairie Street to State Street and set a street width of 30 feet f/c to f/c on River Street from State Street to Culver Street. **All present voting aye. MOTION CARRIED.**

6. The Board of Public Works considered the attached recommendation from the City Engineering Department to functionally classify Bridgewater Avenue from Perry Street to Terrill Street as an Urban Collector and recommend a street width of 40 feet face of curb (f/c) to face of curb (f/c). The existing width of this section of street is 48 feet f/c to f/c. Assistant City Engineer McElroy explained that a 40 foot width would match the section to the west that was completed in 2000 and functioning well. A 40 foot width also meets the standards set forth in the ordinance.

Motion by Olson, seconded by Rubenzer to recommend the Common Council functionally classify Bridgewater Avenue from Perry Street to Terrill Street as an Urban Collector and set a street width of 40 feet f/c to f/c. **All present voting aye. MOTION CARRIED.**

7. The Board of Public Works considered the attached recommendation from the City Engineering Department to functionally classify Spring Street from State Street to Marshall Street as a local street and recommend a street width of 30 feet face of curb (f/c) to face of curb (f/c). The existing width of this section of street is 30 feet f/c to f/c. Assistant City Engineer McElroy explained that the street functions efficiently at its current width and did not foresee any reason to change it.

Motion by Olson, seconded by Hoffman to recommend the Common Council functionally classify Spring Street from State Street to Marshall Street as a local street and set a street width of 30 feet f/c to f/c. **All present voting aye. MOTION CARRIED.**

8. The Board of Public Works considered the attached recommendation from the City Engineering Department to functionally classify Marshall Street from Spring Street to Central Street as a local street and recommend a street width of 26 feet face of curb (f/c) to face of curb (f/c). The existing width of this section of street is 30 feet edge of asphalt edge to edge of asphalt. Assistant City Engineer McElroy explained that a 26 foot f/c to f/c was the widest street that could built without right of way purchase and significant slope repair due to a narrow right of way on the Central Street end of the street and a very

steep bank on northeast side of Marshall Street.

Motion by Rubenzer, seconded by Olson to recommend the Common Council functionally classify Marshall Street from Spring Street to Central Street as a local street and set a street width of 26 feet f/c to f/c. **All present voting aye. MOTION CARRIED.**

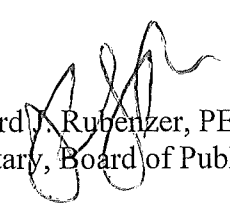
9. Assistant City Engineer McElroy presented an option to discontinue Marshall Street between Central Street and Spring Street and southeast of Spring Street. He noted that the advantages to discontinuing the street would be that it is often utilized by 720 E Spring for parking and if discontinued would allow the owner to build the area to their needs. A reconstructed Marshall Street would limit parking ability on Marshall Street. The owner of 715 E Spring St. also currently utilizes the unopened right of way for storage. A discontinuance would then make that practice legal.

Motion by Rubenzer, seconded by Hoffman to recommend the Common Council discontinue and vacate Marshall Street between Spring Street to Central Street. **Voting aye were Rubenzer and Hoffman. Voting nay were Olson and Bauer. MOTION FAILED.**

10. The Board of Public Works considered the attached 24-hour/7 day per week Winter Maintenance Agreement with Chippewa County for a ¾ mile section of Business Highway #29 within the City's jurisdiction (see Exhibit A). Director of Public Works Rubenzer stated the segment had been maintained by Chippewa County since the Business Highway #29 by-pass was constructed and WDOT had been billed from that time. Because this is a STH connection of STH #29 and STH #124, this segment needs to be maintained on a 24/7 basis. The City winter maintenance crews maintain streets when called out by snow managers and not on a 24/7 basis. Per the STH #178 and Business Hwy #29 jurisdictional transfer agreements, the City is responsible for this segment. Director of Public Works Rubenzer estimated this would cost \$7,500 annually for maintenance and the County would bill the City for this service. Bauer asked who would monitor the County's work and where would the funding come from. Director of Public Works Rubenzer stated Mr. Ruf or he would approve invoices and the money would come from snow removal.

Motion by Rubenzer, seconded by Olson to recommend the Common Council approve the attached 24-hour/7 day per week Winter Maintenance Agreement with Chippewa County for a ¾ mile section of Business Highway #29 within the City's jurisdiction (see Exhibit A). **All present voting aye. MOTION CARRIED.**

11. **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

AMENDMENT TO AGREEMENT

Amendment Dated February 8, 2021

The Agreement for Professional Services made as of August 24, 1995, between the City of Chippewa Falls, 30 W. Central Street, Chippewa Falls, WI 54729 (OWNER) and Ayres Associates Inc, 3433 Oakwood Hills Parkway, Eau Claire, WI 54701 (CONSULTANT) is hereby amended as set forth below.

SERVICES:

Task 1—Monitoring Well and Gas Probe Sampling

Groundwater monitoring wells and private wells will be sampled in accordance with the March 2008, Expedited Plan Modification. The Plan Modification specifies the sampling schedule for each well. In summary, it indicates that 17 monitoring wells, 4 private wells, and one leachate location will be sampled annually in September for volatile organic compounds (VOCs), field parameters (temperature, conductivity, and pH), and indicator parameters (alkalinity, hardness, and chloride). Eleven monitoring wells will be sampled for field parameters and VOCs in March.

Eight landfill gas probes will also be monitored and sampled annually in September.

Task 2—Sample Analysis

Samples will be submitted to CT Laboratories in Baraboo, Wisconsin, for analyses. CT Laboratories is a Wisconsin-certified lab. VOC samples from monitoring wells and private wells will be analyzed using EPA Method 8260. Inorganic samples will be analyzed in accordance with currently approved methods.

Task 3—Data Reporting

The groundwater monitoring data must be electronically submitted to the WDNR Bureau of Solid Waste Management within 60 days of the end of the sampling period. In addition, an exceedance report is also required. Ayres Associates will submit the data as required. We will provide a hard copy of the results to the City for their files. WDNR has also requested that the private well data be submitted to their local District Office immediately after we receive the final results from the laboratory. Ayres Associates will continue to provide this data to the local WDNR office.

Upon WDNR request for additional monitoring well information, including survey data, Ayres Associates will assist the City with reporting of requested data.

COMPENSATION:


CONSULTANT's services will be charged on an hourly basis plus reimbursables. The estimated cost of CONSULTANT's services for this amendment is \$9,300.00, which includes laboratory fees and the gas meter rental fee, which is an increase of \$300 from 2020.

PERIOD OF SERVICE:

The following schedule is estimated to complete the Services:

<u>TASK</u>	<u>APPROXIMATE CALENDAR DATE OF EVENT COMPLETION</u>
Sampling	March and September 2021
Data Reporting	Within 60 days of the end of the sampling period, as required by the WDNR

In Witness Whereof, the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above.

<u>City of Chippewa Falls</u>		<u>Ayres Associates Inc</u>
OWNER		CONSULTANT
_____	(Signature)	<u></u>
_____	(Typed Name)	<u>Ben Peotter, PE</u>
_____	(Title)	<u>Manager – Wisconsin Environmental Services</u>
_____	(Date)	<u>February 8, 2021</u>



1414 W. Hamilton Ave
 PO Box 8
 Eau Claire, WI 54702-0008

**General Street Lighting Contract
 For Operations & Maintenance Services
 Company Owned Equipment**

XCEL ENERGY USE ONLY	Energize Date:
Xcel Energy Outdoor Lighting Consultant	Damon Erickson
Xcel Energy Contract Code:	

The customer identified below ("Customer") and Northern States Power Company, a Wisconsin Corporation and wholly owned subsidiary of Xcel Energy Inc. ("Xcel Energy" or "Company") enter this General Street Lighting Contract for Operations & Maintenance Services ("Agreement"), effective as of January 11, 2021 ("Effective Date").

Customer: City of Chippewa Falls
Billing Address: 30 W Central St

City: Chippewa Falls **State:** Wisconsin **Zip Code:** 54729

For Association or City of: Chippewa Falls

- Streetlights/Facilities Location:** 1-39W or 65W LED cobra style fixture and needed transformer along the north side of Cashman Drive East of STH #178.
- Rate.** Customer shall take and pay for Street Lighting Service in accordance with Company's Rates, Rules and Regulations currently on file with the Public Service Commission of Wisconsin ("PSCW") and, as the same may be modified for service supplied hereunder in Rate Schedule Code B40 – Wisconsin Street Lighting System Service, Schedule MS-3 and such other schedules as may be applicable to said service.
- Ownership of Streetlight Facilities.** Except for the non-facility attachments identified in Exhibit 1, the streetlight facilities ("Facilities") identified in this Agreement, including poles, wires, fixtures, and any apparatus installed, are the property of the Company. Customer has no ownership interests or rights in these Facilities. Any payments made by the Customer or its agents to the Company shall not give Customer entitlement to any ownership interest or rights therein.
- Attachments.** Attachments to Company owned facilities are disallowed unless prior written approval has been obtained from the Company. Customer owned non-facility attachments as approved by Company are described in **Exhibit 1** and as that Exhibit is amended from time to time based upon any modifications in permissions agreed to by the Company. Company has no ownership interest or rights in any non-facility attachments and no obligations to repair or maintain such non-facility attachments. Company shall not be liable or responsible for any loss, injury or damage which may result from the use of or defects in Customer's non-facility attachments.
- Illumination Schedule.** The daily operating schedule for illumination shall be approximately one-half hour after sunset until one-half hour before sunrise.
- Agreement Term.** Upon the Effective Date, this Agreement will be in effect for an initial term of 1 year. This Agreement shall be automatically renewed each year thereafter for a period of one (1) year unless terminated by written notice of cancellation given by either party to the other not less than 30 days prior to the expiration of any said one (1) year period. Customer understands that on the Effective Date, all prior agreements with Company for the furnishing of outdoor lighting services shall be superseded by this Agreement.

Northern States Power Company, a Wisconsin corporation and wholly owned subsidiary of Xcel Energy Inc.



7. **Payment.** Customer will receive a monthly statement from Company reflecting service for streetlights identified in this Agreement and payment shall be rendered on or before the due date. Customer also understands that if payment is not made, Company shall have the right to discontinue streetlight operations and maintenance services covered under this Agreement and Customer's liability shall not be avoided nor any right of the Company waived by said discontinuation. A one percent (1%) per month late payment charge will be applied to outstanding charges unpaid 20 days after the date of billing.
8. **Equipment Damage; Prevention of Service.** In the event Company is prevented from performing the agreement wholly or in part by reason of any cause not reasonably within its control, including fire, explosion, flood, strike or unavoidable accident, Federal, State or Municipal interference, Company will (except in the event of a practically total destruction of its property or a practically total suspension of its business) proceed with all reasonable diligence to put itself and its works in condition to resume and continue that supply of electric energy and the performance of the agreement. During the existence of such interruption or cessation, Company will furnish as much electric energy and other service called for by the agreement as it is able to furnish, pro-rata, with the rightful requirements of its own uses and the uses of other customers. In the event of the total or partial interruption of service by reason of any cause not within the control of Company, including the above mentioned causes, it is understood that Company shall not be liable for damages caused by such interruption of service, except to the extent of a pro-rata reduction in the compensation agreed upon.
9. **Understanding of the Parties.** This Agreement contains, with respect to the specific services to be performed by Company, the entire understanding of the parties, and shall supersede any other oral or written agreements. No course of prior dealing, usage of trade and course of performance shall be used to modify, supplement or explain any terms of this Agreement.
10. **No Implied Waiver.** Failure by Company at any time or from time to time to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of Company's right, to thereafter enforce each and every provision hereof.
11. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Wisconsin (as opposed to conflicts of laws provisions) as though all acts and omissions contemplated hereby or related hereto occurred in Wisconsin. If any provision of this Agreement is determined by a court to be unenforceable, then such provision will be deemed null and void but the remaining provisions shall be enforceable according to their terms.
12. **Transfer of Rights.** This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns, provided that written consent of the non-assigning party is first received. Notwithstanding the foregoing, the parties agree that the Company may assign its rights or obligations to its parent or any of its affiliates without the written consent of the Customer. All other assignments or transfers of rights or obligations established hereunder without the advance written consent of the other party are void.
13. **Notices.** All Customer notices under this Agreement shall be sent or delivered to Customer's Billing Address. All Company notices under this Agreement shall be sent or delivered to 1414 W. Hamilton Ave, Attn: Outdoor Lighting Services, PO Box 8, Eau Claire, WI 54702-0008.

SIGNATURE PAGE FOLLOWS



In consideration of the forgoing mutual promises, the sufficiency of which the parties acknowledge, the parties' respective authorized agents execute this Agreement:

Customer:

Xcel Energy:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



XCEL ENERGY USE ONLY	Date:
Xcel Energy Outdoor Lighting Consultant	
Xcel Energy Contract Code:	5767701



EXHIBIT 1

Approved Non-facility Attachments

Street Sign: (Placed at all intersections)

Flag: (Flags and banners would be alternated on poles)

Banner: (Flags and banners would be alternated on poles)

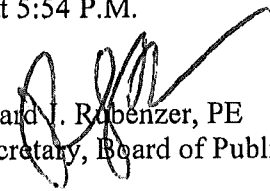
**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, DECEMBER 21, 2020 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, December 21, 2020 at 5:30 PM. The meeting was live streamed from the council room in City Hall. Attending remotely were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer P.E., Finance Manager Lynne Bauer, Alderperson Paul Olson and Darrin Senn. Also attending remotely were Assistant City Engineer Bill McElroy P.E., Adam Bauer and Will Petska of Advanced Laser Company.

1. **Motion** by Olson, seconded by Bauer to approve the minutes of the December 7, 2020 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. Will Petska and Adam Bauer presented a request for a pedestrian crosswalk and street light on Cashman Drive east of STH #178 on behalf of Advanced Laser. Mr. Petska stated that Advanced Lasers building on the southeast corner of STH #178 and Cashman Drive was a year old and employees were crossing Cashman Drive during all times of the day and night. There had been several near misses and Advanced Laser is very concerned for their employee safety at this crossing. Advanced Laser plans for future expansion and more pedestrians/employees will be crossing at the requested location. Director of Public Works Rubenzer noted that a similar request from Chippewa River Industries in Lake Wissota Business Park was previously granted. The city constructed a pedestrian crosswalk with appropriate signs and Chippewa River Industries constructed sidewalks approaching the crosswalk. He also noted there was an existing power pole about sixty feet from the proposed crosswalk location on Cashman Drive. The Board discussed a possibility of a flashing crosswalk sign. Assistant City Engineer McElroy stated such a sign was installed at Main Street and Park Avenue and estimated the cost was around fifteen thousand dollars. Alderperson Olson stated he thought Advanced Laser should be responsible for costs associated with a push-button flashing yellow pedestrian crosswalk sign, if chosen. Mr. Petska stated that the basic pedestrian crosswalk would be sufficient at this time. He stated Advanced Laser would be willing to construct an approach walk for the crossing and would consider parking lot lighting improvements. Alderperson Olson was concerned about the existing power pole being too far from the proposed crosswalk location and not being able to provide sufficient lighting. Director of Public Works Rubenzer stated Xcel Energy would need to be asked if a light arm could be added to the existing pole and what the cost would be, (100 watt or 150 watt LED light).
Motion by Rubenzer, seconded by Senn to recommend the Common Council approve the city installing a standard pedestrian crosswalk and signs on Cashman Drive approximately one hundred forty feet east of STH #178. **All present voting aye. MOTION CARRIED.**
Motion by Rubenzer, seconded by Senn to recommend the Common Council approve the city installing a street light on an existing power pole approximately eighty feet east of the east right-of-way of STH #178 on the north side of Cashman Drive. **All present voting aye. MOTION CARRIED.**

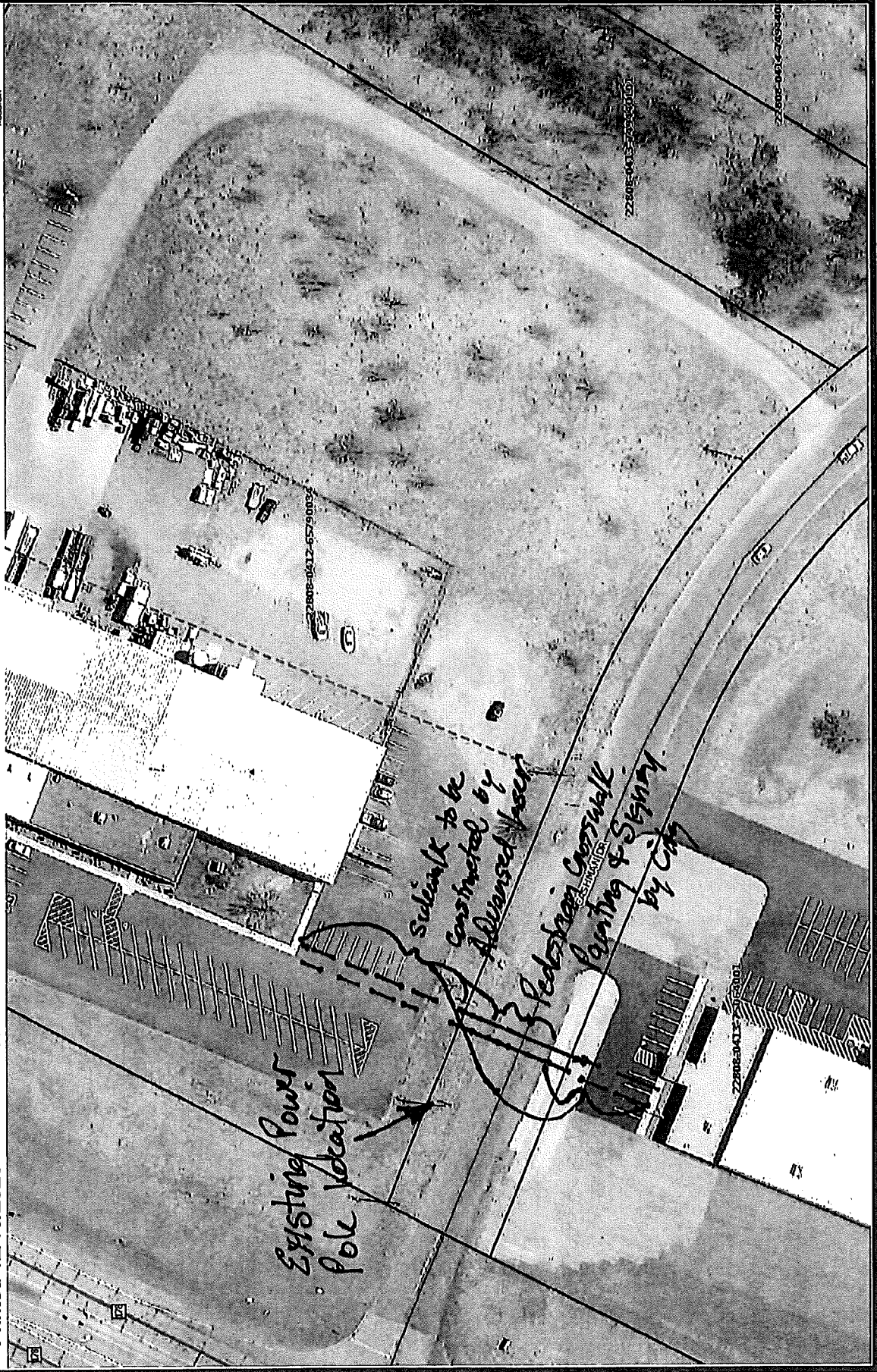
3. **Motion** by Senn, seconded by Olson to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:54 P.M.


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

BPW 12 21 2020 Adv. Laser

Printed 12/16/2020

Scale = 1:89'



Disclaimer: This map is a compilation of records as they appear in the Chippewa County Offices affecting the area shown and is to be used only for reference purposes.