## **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 26, 2021 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:

<u>NOTE</u>: 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 April 12, 2021 Board of Public Works meeting. (Attachment)
- 2. Consider petition to pave alley in Blocks 1 and 2, Willette Addition, bounded by Wilson Street, Maple Street, Wisconsin Street and Garden Street. Make recommendation to the Common Council. (Attachment)
- 3. Consider General Street Lighting Contract with Xcel Energy for street light at Lot 13/14 of the Marilyn 2<sup>nd</sup> Addition. 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 20, 2021 at 2:00 PM by Mary Bowe.

# CITY OF CHIPPEWA FALLS BOARD OF PUBLIC WORKS MEETING MINUTES MONDAY, APRIL 12, 2021 – 5:30 PM

The Board of Public Works met in City Hall on Monday, April 12, 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, Alderperson Paul Olson and Tom Hubbard. Assistant City Engineer Bill McElroy P.E., Alderperson Jason Hiess and Sean Bohan of Advanced Engineering Concepts also attended remotely.

- 1. <u>Motion</u> by Olson, seconded by Hubbard to approve the minutes of the March 22, 2021 Board of Public Works meeting. All present voting aye. <u>MOTION CARRIED.</u>
- 2. The Board of Public Works considered the attached revised Developers Agreement for Park West Townhomes. Director of Public Works Rubenzer noted that Sean Bohan of Advanced Engineering Concepts had revised the original submitted Developers Agreement to include city specifications and inspector/observer information and that he had approved the agreement in the form as attached.
  Motion by Hoffman, seconded by Olson to recommend the Common Council approve the attached revised Developers Agreement with Rooney Properties LLC for the Park West Townhomes subdivision upon review and approval by City Attorney Ferg. All present voting aye. MOTION CARRIED.
- 3. Assistant City Engineer Bill McElroy presented the attached bid summary for the Bridgewater Avenue reconstruction project. He noted the two bids were reviewed, the range of bids and the engineering estimate for the project. He stated that concrete prices were as high as had been anticipated. Mr. McElroy stated Attorney Ferg had reviewed and approved the bid documents and the Engineering Department also approved the bids. <a href="Motion">Motion</a> by Rubenzer, seconded by Olson to recommend the Common Council accept the bid of \$163,475.18 and award the Bridgewater Avenue Utility and Street Improvement Project to low bidder Haas Sons Inc. All present voting aye. <a href="MOTION CARRIED">MOTION CARRIED</a>.
- 4. Assistant City Engineer Bill McElroy presented the attached bid summary for the Cedar Street reconstruction project. He noted the two bids were reviewed, the range of bids and the engineering estimate for the project. Mr. McElroy stated Attorney Ferg had reviewed and approved the bid documents and the Engineering Department also approved the bids. <a href="Motion">Motion</a> by Olson seconded by Hubbard to recommend the Common Council accept the bid of \$533,802.38 and award the Cedar Street Utility and Street Improvement Project to low bidder Haas Sons Inc. All present voting aye. <a href="MOTION CARRIED">MOTION CARRIED</a>.
- 5. Assistant City Engineer Bill McElroy presented the attached bid summary for the Irvine Street and Summit Avenue reconstruction project. He noted the two bids were reviewed, the range of bids and the engineering estimate for the project. Mr. McElroy stated Attorney Ferg had reviewed and approved the bid documents and the Engineering

Department also approved the bids. <u>Motion</u> by Olson seconded by Hubbard to recommend the Common Council accept the bid of \$582,570.81 and award the Irvine Street and Summit Avenue Utility and Street Improvement Project to low bidder Haas Sons Inc. All present voting aye. <u>MOTION CARRIED.</u>

- 6. Assistant City Engineer Bill McElroy presented the attached bid summary for the Spring Street and River Street reconstruction project. He noted the two bids were reviewed, the range of bids and the engineering estimate for the project. Mr. McElroy stated Attorney Ferg had reviewed and approved the bid documents and the Engineering Department also approved the bids. Motion by Olson seconded by Rubenzer to recommend the Common Council accept the bid of \$790,517.71 and award the Spring Street and River Utility and Street Improvement Project to low bidder Haas Sons Inc. All present voting aye. MOTION CARRIED.
- 7. <u>Motion</u> by Hubbard, seconded by Bauer to adjourn. All present voting aye. <u>MOTION</u> CARRIED. The Board of Public Works meeting adjourned at 5:49 P.M.

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

4.10	ETITION ey Paving)	DECEIVE D APR 1 4 2021
I/We, the undersigned, hereby petition the of Dure ADDITION ACMADIS STAND AND STAND STAND CONSTRUCTION FOR THE BLACKTOPPED AT THE CURRENT FRONT FOOT FOOT FOOT FOOT FOOT FOOT FOOT F	ddition (Bounded by 心言on st	City Clerk City of Chippewa Falls  be  buncil.
Bob & Joan, Pehlke	109 Wilson ST Rob 721 Wilson St James 721 Wilson St James	Affected Popular Specien
718 & 726 Maple 5+ - Con-	tacted, Unopposed but d	
Addresses of owners that I/We were u	inable to contact:	
732, 738 € 750 maple St		
727 & 765 Wilson St.		a (2.14.40)
102 W Garden St.		
Petition circulated by Anthony	Mathwig Phone (715) 271-0	2633
Petition Form picked-up	Petition Received by Clerk	
NOTE: The rate charged per front foot we Council adopts the Resolution authorizing Rate is subject to change	g the work and levying this Special	

(Rate as of 2/26/2021 is \$ 8.50 /front foot)

# **ALLEY PAVING 2021**

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apagea +/ To	PERCENT OF	<b>TOTAL ALLEY</b>	<b>FRONTAGE</b>	14%	%8	%9	%9	%9	%9	%9	%9	%9	%9	%9	%9	%8	14%			100%	Per Alley Front Foot
HOLLING		SPECIAL	CHARGE	\$1,403	\$842	\$561	\$561	\$561	\$561	\$561	\$569	\$561	\$561	\$561	\$561	\$842	\$1,403				
ישוו אוווברוב א		ALLEY	FRONTAGE(ft)	165	66	99	99	99	99	99	6.99	99	99	99	99	66	165			1188.90	
daluell of allu Maple			PROPERTY ADDRESS	109 W. Wisconsin St	718 Maple St.	726 Maple St.	732 Maple St.	738 Maple St.	742 Maple St.	750 Maple St.	120 W. Garden St.	765 Wilson St.	739 Wilson St,	733 Wilson St.	727 Wilson St.	719 Wilson St.	115 W. Wisconsin St.			TOTAL	
Dina 1,2, (bodina by velscollsiii 3t, velisoii 3t, daldeii 3t aild iviaple 3t) veliette Additioii (updated 4/ 10/ 2021)			<b>OWNERS ADDRESS</b>	109 W. Wisconsin St., CF	718 Maple St., CF	726 Maple St., CF	732 Maple St., CF	738 Maple St., CF	742 Maple St., CF	750 Maple St., CF	120 W. Garden St., CF	765 Wilson St., CF	739 Wilson St., CF	733 Wilson St., CF	727 Wilson St., CF	719 Wilson St., CF	115 W. Wisconsin St., CF				
אלה שוואסק) לאלד כעום			OWNERS NAME	Dorothy P. Zwiefelhofer	Alexandra Larsen	Casey Dedrickson	Steven A Nerat	John M. and Rebecca J. Talley	Vicky Whiteside	Gerald J. and Viola A. Prince	Sandra Kohlhepp	Dennis and Dawn Mengel	Anthony G. Mathwig	Robert C. and Joan M. Pehlke	Cecilia B. Hall	Pamela Boettcher Lovelien	John M. and Stephanie L. Abbe				
_			Parcel #	3957	3958	3959	3960	3961	3962	3963	3987	3988	3989	3990	3991	3992	4334		,		

Options	Possible Action
1	Pave Entire Alley
. 7	Pave the north 165 feet of the Alley
က	Pave the north 264 feet of the Alley
4	Pave None of the Alley

Options	Possible Action
1	Pave Entire Alley
. 2	Pave the north 165 feet of the Alley
3	Pave the north 264 feet of the Alley
4	Pave None of the Alley

In Favor Opposed in 2020 No comment

53% 28% 19%

As of April 16, 2021

\$8.50 per Alley Front Foot Special Charge



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 April 12, 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: City of Chippewa Falls

- 1. Streetlights/Facilities Location: 1-39W LED traditional or cobra fixture at lot 13/14 of the Marilyn 2<sup>nd</sup> Addition
- 2. 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.
- 3. 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.
- 4. 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.
- 5. **Illumination Schedule**. The daily operating schedule for illumination shall be approximately one-half hour after sunset until one-half hour before sunrise.
- 6. **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:
Ву:	Ву:
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)