CITY OF CHIPPEWA FALLS BOARD OF PUBLIC WORKS MEETING MINUTES MONDAY, APRIL 26, 2021 – 5:30 PM

The Board of Public Works met in City Hall on Monday, April 26, 2021 at 5:30 PM. Attending were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer P.E. and Tom Hubbard. Finance Manager Lynne Bauer was absent. Also attending were Alderperson Paul Nadreau and John Abbe of 115 W. Wisconsin Street.

- 1. <u>Motion</u> by Hubbard, seconded by Rubenzer to approve the minutes of the April 12, 2021 Board of Public Works meeting. All present voting aye. <u>MOTION CARRIED.</u>
- 2. The Board of Public Works considered the attached petition to pave the alley in blocks one and two, Willette Addition, bounded by Wilson Street, Maple Street, Wisconsin Street and Garden Street. Owners representing 53% of the alley frontage have signed the petition. Owners representing 28% of the alley frontage opposed paving this alley in 2020 while 19% had no comment. John Abbe and Alderperson Nadreau voiced their support for paving the alley. Director of Public Works Rubenzer noted that as per City Ordinance Chapter 8.01(5)(c), no public hearing is required when a petition to blacktop an alley is received that has been signed by owners representing a majority of the alley frontage. He continued that the Council always has the option to schedule a public hearing if desired. Director of Public Works Rubenzer also stated that the Engineering and Street Departments prefer to pave entire alleys versus partial alleys for stormwater drainage and paving continuity.

<u>Motion</u> by Rubenzer, seconded by Hubbard to recommend the Common Council approve a resolution to hot mix pave the alley in blocks one and two, Willette Addition, bounded by Wilson Street, Maple Street, Wisconsin Street and Garden Street noting that no public hearing is required by City Ordinance Chapter 8.01(5)(c) because owners representing 53% of the alley frontage have signed the petition. In addition, that the Common Council can at its option, schedule a public hearing for the same if desired. All present voting aye. <u>MOTION CARRIED.</u>

- 3. The Board of Public Works considered the attached agreement with Xcel Energy for maintenance and energy costs of a developer purchased 39 Watt LED Cobra fixture street light located at lot 13/14 lines of the Marilyn 2nd Addition cul-de-sac. Discussion followed.
 - <u>Motion</u> by Hoffman, seconded by Hubbard to recommend the Common Council approve the attached agreement with Xcel Energy for maintenance and energy costs of a developer purchased 39 Watt LED Cobra fixture street light located at lot 13/14 lines of the Marilyn 2nd Addition cul-de-sac and authorize Mayor Hoffman and Director of Public Works Rubenzer to execute the same. **All present voting aye.** <u>MOTION CARRIED.</u>
- 4. <u>Motion</u> by Hubbard, seconded by Hoffman to adjourn. **All present voting aye.** <u>MOTION CARRIED.</u> The Board of Public Works meeting adjourned at 5:42 P.M.

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

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. Motion 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. MOTION CARRIED.
- 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. Motion 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. MOTION CARRIED.
- 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

ALLEY PAVING 2021

Ţ
021
16/2
16
-
ō
te
da
ď
2
S
∺
<u>0</u>
Ad
G
¥
$\stackrel{\Theta}{=}$
Ž
t) Willette
St
<u>e</u>
lap
N
7
Ĭ
ب
S
, Garden
5
Ga
t,
Ś
o
S
⋛
šť,
sconsin St,
ï
Ü
8
/is
5
þ
0
H
õ
(B
2,
٦,
ks
B

	Blks 1,2, (Bound by \	Biks 1,2, (Bound by Wisconsin St, Wilson St, Garden St and Maple St) Willette Addition (updated 4/ 10/ 2021)	Garden St and Maple	st) Willette A	daltion (updated 4/ 10	(2021)
						PERCENT OF	
				ALLEY	SPECIAL	TOTAL ALLEY	IN FAVOR OR
Parcel #	# OWNERS NAME	OWNERS ADDRESS	PROPERTY ADDRESS	FRONTAGE(ft)	CHARGE	FRONTAGE	OPPOSED
3957	Dorothy P. Zwiefelhofer	109 W. Wisconsin St., CF	109 W. Wisconsin St	165	\$1,403	14%	IN FAVOR
3958	Alexandra Larsen	718 Maple St., CF	718 Maple St.	66	\$842	8%	NO COMMENT
3959	Casey Dedrickson	726 Maple St., CF	726 Maple St.	99	\$561	%9	NO COMMENT
3960	Steven A Nerat		732 Maple St.	99	\$561	%9 ·	NO COMMENT
3961	John M. and Rebecca J. Talley	738 Maple St., CF	738 Maple St.	99	\$561	%9	OPPOSED in 2020
3962	Vicky Whiteside		742 Maple St.	99	\$561	6%	IN FAVOR
3963	Gerald J. and Viola A. Prince		750 Maple St.	99	\$561	%9	OPPOSED in 2020
3987	Sandra Kohlhepp	120 W. Garden St., CF	120 W. Garden St.	6.99	\$269	6%	OPPOSED in 2020
3988	Dennis and Dawn Mengel	765 Wilson St., CF	765 Wilson St.	99	\$561	9%	OPPOSED in 2020
3989	Anthony G. Mathwig	739 Wilson St., CF	739 Wilson St,	99	\$561	%9	IN FAVOR
3990	Robert C. and Joan M. Pehlke		733 Wilson St.	99	\$561	%9	IN FAVOR
3991	Cecilia B. Hall		727 Wilson St.	99	\$561	%9	OPPOSED in 2020
3992	Pamela Boettcher Lovelien	719 Wilson St., CF	719 Wilson St.	66	\$842	8%	IN FAVOR
4334	John M. and Stephanie L. Abbe	115 W. Wisconsin St., CF	115 W. Wisconsin St.	165	\$1,403	14%	IN FAVOR
L						•	
			TOTAL	1188.90		100%	
						Per Alley Front Foot	ot

\$8.50 per Alley Front Foot Special Charge

As of April 16, 2021

53% In Favor 28% Opposed in 2020 19% No comment

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

PETITION (Alley Paving) PETITION (Alley Paving) PETITION APR 1 4 2021
I/We, the undersigned, hereby petition that the alley through Block City of Chippewa Falls of Dart Addition (Bounded by Wilson Strand Ganden St.) be blacktopped at the current front foot rate as determined by the Common Council.
Name/Address Anthony & Jan Mathwig 739 Wilson St John Abbe I Stephenie Albe 115 W. Wisconsin St. John Abbe I Stephenie Albe 115 W. Wisconsin St. John Abbe I Stephenie Albe 115 W. Wisconsin St. Bob & Joan, Pehlke 733 Wilson ST Robut Popleka tamula Sprelien 719/721 Wilson St Jamela Jorellien Will White 743 Maple St. Wilson St. Jamela Jorellien 719/721 Wilson St. Wilson
718 £ 726 Maple St - Contacted, Unopposed but did not want to sig
Addresses of owners that I/We were unable to contact:
732, 738 & 750 Maple St
727 & 765 Wilson St
102 W Garden St.
Petition circulated by Anthony Mathwa Phone (715) 271-0633 41444 97 Petition Form picked-up Petition Received by Clerk
retition received by olong
NOTE: The rate charged per front foot will be the rate in effect at the time the Common
Council adopts the Resolution authorizing the work and levying this Special Charge.
V in some a considerable and v and v , where v is v
Rate is subject to change by the Common Council.
(Rate as of <u>2/26/2021</u> is \$ <u>8.50</u> /front foot)



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	Farming Detail
	Energize Date:
Xcel Energy Outdoor Lighting Consultant	Damon Erickson
Xcel Energy Contract Code:	20000
Addi Elidigy Collidat Cods.	

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 2nd 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:
ı		Date:
	Xcel Energy Outdoor Lighting Consultant	
		F7C7704
١	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)