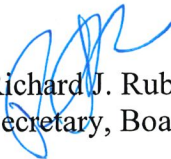


**CITY OF CHIPPEWA FALLS  
BOARD OF PUBLIC WORKS  
MEETING MINUTES  
MONDAY, APRIL 26, 2021 – 5:30 PM**

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. **Motion** by Hubbard, seconded by Rubenzer to approve the minutes of the April 12, 2021 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**
  
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.  
**Motion** 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. MOTION CARRIED.**
  
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 2<sup>nd</sup> Addition cul-de-sac. Discussion followed.  
**Motion** 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 2<sup>nd</sup> Addition cul-de-sac and authorize Mayor Hoffman and Director of Public Works Rubenzer to execute the same. **All present voting aye. MOTION CARRIED.**
  
4. **Motion** by Hubbard, seconded by Hoffman to adjourn. **All present voting aye. MOTION CARRIED.** 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. **Motion** by Olson, seconded by Hubbard to approve the minutes of the March 22, 2021 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**
  
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

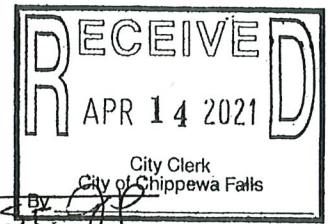
Department also approved the bids. **Motion** by Olson seconded by Hubbard to recommend the Common Council accept the bid of \$582,570.81 and award the Irvine Street and Summit Avenue Utility and Street Improvement Project to low bidder Haas Sons Inc. **All present voting aye. MOTION CARRIED.**

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. **Motion** by Hubbard, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:49 P.M.

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



**PETITION  
(Alley Paving)**



*Willetta*  
I/We, the undersigned, hereby petition that the alley through Block 142 of ~~DUPRETS~~ ADDITION Addition (Bounded by Wilson St, Maple St, Wisconsin St and Garden St.) be blacktopped at the current front foot rate as determined by the Common Council.

**Name/Address**

Anthony & Jan Mathwig 739 Wilson St *[Signature]*  
John Abbe & Stephanie Abbe 715 W. Wisconsin St. *[Signature]*  
Dorothy Zwickelhuber 109 W. Wisconsin St.  
Bob & Joan Pehlke 733 Wilson St *[Signature]*  
Pamela Lovell 719/721 Wilson St *[Signature]*  
Dick Wilson 742 Maple St *[Signature]*

718 & 726 Maple St - Contacted, Unopposed but did not want to sign.

**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 Mathwig Phone (715) 271-0633  
4/14/21 *[Signature]*

Petition Form picked-up \_\_\_\_\_ Petition Received by Clerk \_\_\_\_\_

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.

**Rate is subject to change by the Common Council.**  
(Rate as of 2/26/2021 is \$ 8.50 /front foot)





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)