

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, JUNE 7, 2021 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, June 7, 2021 at 5:30 PM. Attending were Mayor Greg Hoffman, Finance Manager Lynne Bauer, Alderperson Hayden Frey and Tom Hubbard. Also attending was Senior Engineering Technician Todd Berg. Director of Public Works Rick Rubenzer P.E. was absent.

1. **Motion** by Hubbard, seconded by Bauer to approve the minutes of the May 24, 2021 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board of Public Works considered the attached 2020 Compliance Maintenance Annual Report and corresponding resolution. Senior Engineering Technician Berg gave a summary of the Compliance Maintenance Annual Report and the issues that made the Compliance Maintenance Resolution necessary and the need to submit the Compliance Maintenance Resolution with the report by the June deadline. There was a brief discussion about what might be causing the elevated BOD loading.
Motion by Hubbard, seconded by Frey to recommend the Common Council to approve the Compliance Maintenance Resolution. **All present voting aye. MOTION CARRIED.**

3. The Board of Public Works considered the Street Light Agreement with Xcel Energy for a street light at the Division Street/Grand Avenue/Front Street area. Senior Engineering Technician Berg provided a map of the area showing the existing street lights in the area along with possible locations for a new light. Berg explained the reason for adding a street light in the area is because of vehicles failing to make the curve on Grand Avenue/Division Street between Front Street and Therbrook Street. Mayor Hoffman inquired as to how many accidents at that location and would like that accident reports to be forwarded to the Common Council. After discussion, the Board of Public Works determined the best location for an additional street light would be the northeast corner of Division Street and Front Street, just west of the concrete island. Mayor Hoffman and Frey also stated that lights could be added in the future to the existing poles at the southeast corner of Grand Avenue and Front Street and along the west side of Division Street near the alley north of Front Street. Berg indicated that the agreement doesn't have an exact dollar amount at this time, but would likely be similar to the cost (\$2,270), of the street light located at Cashman Drive and Seymour Cray Sr. Boulevard.
Motion by Hoffman seconded by Frey to recommend the Common Council approve the agreement with Xcel Energy for a 65 W LED street light at the northeast corner of Front Street and Division Street. **All present voting aye. MOTION CARRIED.**

4. **Motion** by Hubbard, seconded by Frey to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:45 P.M.

TMB

Todd Berg, Acting Secretary
Board of Public Works

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, MAY 24, 2021 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, May 24, 2021 at 5:30 PM. Attending were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer P.E., Finance Manager Lynne Bauer, Alderperson Hayden Frey and Tom Hubbard. Also attending were those on the attached attendance sheet.

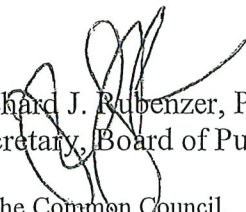
1. **Motion** by Bauer, seconded by Frey to approve the minutes of the April 26, 2021 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board of Public Works considered renewal of the attached User Agreement with Happy Tails Dog Park LLC for approximately 36 acres of City owned property which is primarily the Alexander Street Chippewa Crossing Boulevard Stormwater Pond. Happy Tails Dog Park LLC presented a current insurance policy (attached). Happy Tails Dog Park LLC president Mark Bassett presented the attached list and pictures of improvements that had been made at the dog park. Mayor Hoffman praised how nice the dog park had been kept up and said he had not received any complaint calls of barking dogs. **Motion** by Hoffman, seconded by Rubenzer to recommend the Common Council renew the attached User Agreement with Happy Tails Dog Park LLC for approximately 36 acres of City owned property which is primarily the Alexander Street Chippewa Crossing Boulevard Stormwater Pond. Said approval for five years and contingent on a successful review and approval of the same by City Attorney Ferg. **All present voting aye. MOTION CARRIED.**

3. The Board of Public Works considered the attached petition to pave the alley through Block 25 Mansfield and McBean's Addition bounded by State Avenue, Villa Riva Mobile Home Park, Poplar Street and unopened Warren Street. Director of Public Works Rubenzer noted that less than fifty percent of the alley frontage owners had signed the petition (19%) so a public hearing would be required by City Ordinance 8.01(5)(c), (attached). Mike Dubiel circulated the petition and appeared to support it. He stated that the two neighbors with frontage on State Street didn't want to pay to have the alley paved as they didn't use it that much. He stated the alley was used by the Villa Riva Mobile Home Park but was in need of the paving improvement. **Motion** by Rubenzer seconded by Hoffman to recommend the Common Council schedule a public hearing after Class I legal notice and then consider a resolution to pave the alley through Block 25 Mansfield and McBean's Addition bounded by State Avenue, Villa Riva Mobile Home Park, Poplar Street and unopened Warren Street. **All present voting aye. MOTION CARRIED.**

4. The Board of Public Works considered the agreement with Xcel Energy for a 65 W LED street light on the north side of Cashman Drive east of STH #178. Director of Public Works Rubenzer stated that the installation cost for the street light was estimated at \$2,270 and would be paid for by Advanced Laser. The City would be billed for monthly energy charges for the light. **Motion** by Hubbard, seconded by Frey to recommend the Common Council approve the agreement with Xcel Energy for a 65 W LED street light on the north side of Cashman Drive east of STH #178 contingent on a successful review and approval by City Attorney Ferg. **All present voting aye. MOTION CARRIED.**

5. **Motion** by Hubbard, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.**
The Board of Public Works meeting adjourned at 5:45 P.M.


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

Compliance Maintenance Annual Report

Chippewa Falls Wwtp

Last Updated: Reporting For:
5/20/2021 2020

Grading Summary

WPDES No: 0023604

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	D	1	3	3
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	B	3	5	15
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			32	114
GRADE POINT AVERAGE (GPA) = 3.56				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

Compliance Maintenance Annual Report

Chippewa Falls Wwtp

Last Updated: Reporting For:
5/20/2021 2020

Resolution or Owner's Statement

Name of Governing
Body or Owner:

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = D

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = B

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 3.56

COMPLIANCE MAINTENANCE RESOLUTION

WHEREAS: Wisconsin Administrative Code NR 208 requires the Owner of a wastewater treatment facility to complete an electronic Compliance Maintenance Annual Report (eCMAR).

WHEREAS: The Manager of Public Utilities has completed the eCMAR for 2020 and presented it to the Board of Public Works.

WHEREAS: Monthly Average Influent BOD loading, lbs/day, exceeded 100% of design load three times, and exceeded 90% of design load eight times.

WHEREAS: The Board of Public Works reviewed the eCMAR on June 7, 2021 and recommended adoption of a resolution documenting the review of the eCMAR and recommending the following corrective actions required:

- As no Effluent issues were caused by the increased BOD loading, continue monitoring Influent loadings and Facility performance in treating the increased loading.
- Staff to review the recently completed study, with the intention of re-rating the facility organic loading capacity, and/or identify possible equipment upgrades which would help make the re-rating possible.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Chippewa Falls, Wisconsin informs the Department of Natural Resources that the electronic Compliance Maintenance Annual Report has been reviewed and corrective actions have been taken.

BE IT FURTHER RESOLVED, that the Manager of Public Utilities is directed to submit this resolution and eCMAR to the DNR.

Dated this 15th Day of June, 2021

ADOPTED _____

Alderman

APPROVED _____

Mayor

ATTEST _____

City Clerk



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



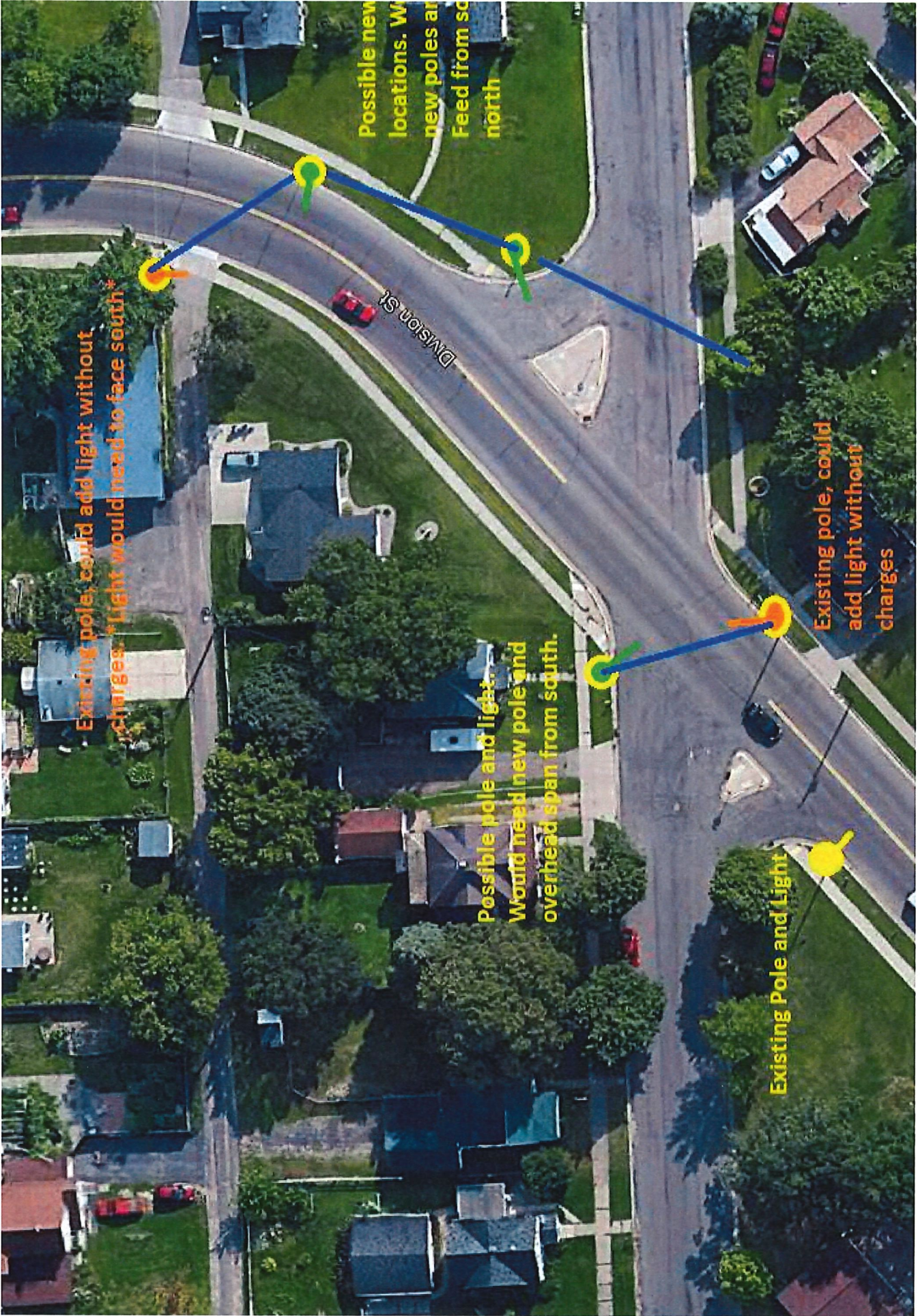
EXHIBIT 1

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)



Existing pole, could add light without charges. * Light would need to face south*

Possible new locations. Would need new poles and overhead span from south. Feed from south

Possible pole and light. Would need new pole and overhead span from south.

Existing Pole and Light

Existing pole, could add light without charges