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, September 9, 2019 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:

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 August 12, 2019 Board of Public Works meeting. *(Attachment)*

2. Consider Staging/Laydown Site Lease between the City of Chippewa Falls and Northern States Power Company. Make recommendation to the Common Council. *(Attachment)*

3. Consider Street Use Permit application from Chippewa Falls High School for the homecoming parade and bonfire on Friday, October 11, 2019. Make recommendation to the Common Council. *(Handout)*

4. Consider General Street Lighting Contract with Xcel Energy for Operations and Maintenance Services Company Owned Equipment. Make recommendation to the Common Council. *(Attachment and Handout)*

5. 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 Wednesday, August 28, 2019 at 2:45 PM by Mary Bowe.

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, August 26, 2019at 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:

NOTE: If you are a board member and unable to attend this meeting, please contact the Engineering Dept. at 726-2736.

NOTE:

THE BOARD OF PUBLIC WORKS MEETING

FOR

MONDAY, AUGUST 26, 2019

IS

CANCELLED

DUE TO A LACK OF AGENDA ITEMS.

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 Thursday, August 22, 2019 at 2:00 PM by Mary Bowe.

CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, AUGUST 12, 2019 - 5:30 PM

The Board of Public Works met in City Hall on Monday, August 12, 2019 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, P.E., Alderperson Paul Olson and Darrin Senn. Absent was Finance Manager Lynne Bauer. Also attending were City Planner Brad Hentschel, Larry Johnson and Jim Lowe.

1. **Motion** by Olson, seconded by Rubenzer to approve the minutes of the July 8, 2019 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. Motion by Olson, seconded by Senn to move item #3 up on the agenda. **All present voting aye. MOTION CARRIED.**

3. Larry Johnson and Jim Lowe appeared to request to renew the attached lease with Chippewa Falls Model Airplane Club for a two acre parcel at the Chippewa Falls Wastewater Utility Farm in the Town of Wheaton at a rate of $90 per acre per year for a five year term. Director of Public Works Rubenzer stated that the utility also leased farm land to Custer Farms at this location at a rate of $130 per acre per year. The Board of Public Works discussed this and came to a consensus that this use was different than the agricultural use and that there had been zero complaints by neighbors about the model airplane use.
   Motion by Senn, seconded by Olson to renew the lease with Chippewa Falls Model Airplane Club for a two acre parcel at the Chippewa Falls Wastewater Utility Farm in the Town of Wheaton at a rate of $90 per acre per year for a five year term. **All present voting aye. MOTION CARRIED.**

4. (was #2 on agenda) The Board of Public Works considered four proposals from consultants for route analysis and preliminary engineering for the Chippewa Mall Drive extension to Chippewa Crossing Boulevard. The proposals were ranked by Director of Public Works Rubenzer, Assistant City Engineer Bill McElroy and City Planner Brad Hentschel. Proposals were ranked on work program (30%), project schedule (10%), previous experience (20%), key personnel and roles (10%) familiarity with local geography area and project issues (10%), level of effort (10%) and not to exceed fee (10%) (see attached summary sheet). The not to exceed fees which were 10% of the ranking values were $28,950, $35,000, $36,692 and $78,500. Director of Public Works Rubenzer stated that a copy of each of the four proposals and individual ranking sheets were available for inspection in the engineering depaliment.
   Motion by Hoffman seconded by Senn to recommend the Common Council accept the proposal from S.E.H. for the route analysis and preliminary engineering for the Chippewa Mall Drive extension to Chippewa Crossing Boulevard at a not to exceed price of $28,950. In addition, that an engineering agreement be considered contingent on Committee #1 approval and recommendation to the Common Council. **All present voting aye. MOTION CARRIED.**

5. (was #4 on agenda) The Board of Public Works considered the attached revised State Municipal Agreement for STH #124, Bay Street form High Street to Bridge Street (WDOT ID#8610-02-04/74/75). Director of Public Works Rubenzer noted that the parking lane pavement and water utilities were added since the first State Municipal Agreement had come before the Board of Public Works. He stated that the water main and appmlenances would be done prior to the project by Water Utility staff.
Motion by Rubenzer, seconded by Senn to recommend the Common Council approve the attached revised State Municipal Agreement for STH #124, Bay Street form High Street to Bridge Street (WDOT ID#8610-02-04/74/75) and authorize Mayor Hoffman to execute the said agreement. **All present voting aye. MOTION CARRIED.**

6. (was #5 on agenda) The Board of Public Works considered the Street Use Permit application from the Chippewa Valley After Hours Rotary for the Oz Run to be held on October 12, 2019. It was noted that there were $400 of Chippewa Falls Police Depatlment charges for the event and that the event was being held at a new date and by a different sponsor.
Motion by Hoffman, seconded by Olson to recommend the Common Council approve the Street Use Permit application from the Chippewa Valley After Hours Rotary for the Oz Run to be held on October 12, 2019 and to charge the Chippewa Valley After Hours Rotary for the associated city services. **All present voting aye. MOTION CARRIED.**

7. (was #6 on agenda) **Motion** by Senn, seconded by Olson to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:55 P.M.

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

STAGING/LAYDOWN SITE LEASE

THIS AGREEMENT (the "**Lease**"), made this _____ day of _____, 20___ between, The City of Chippewa Falls, Wisconsin, hereinafter called "**Lessor**", and NORTHERN STATES POWER COMPANY, a Wisconsin Corporation, hereinafter called "**NSP**";

WITNESSETH:

That Lessor does hereby lease unto NSP, its employees, assigns and contractors, and NSP does hereby accept from Lessor that certain real estate within the County of Chippewa, State of Wisconsin, described as follows: that certain parcel of land with a Parcel I.D. Number known as 22808-0711-70586001 (the "**Lease Area**") as depicted on the attached "**Exhibit A**".

NSP desires permission to use the Lease Area for the temporary construction of storage and office space, refueling equipment, and storing chipped bedrock as part of a cooperative effort by and between NSP and the Lower Chippewa River Settlement Implementation Team (IT) to reduce fish stranding below the spillway at the Chippewa Falls Hydroelectric Project. (collectively, the "**Permitted Use**"), and

Chipped bedrock will be made available for use by the Lessor. Any unused bedrock will be permanently disposed of within the Lease Area at a site designated by the Lessor.

This Lease also includes the right of NSP to have reasonable access to said Lease Area. Such access and use shall be generally followed as noted on Exhibit A.

The initial term of this Agreement shall begin August 1, 2019 and end December 31, 2020 (the "**Initial Term**"). NSP shall accept the leased premises in an "as is" condition. This Lease may be extended to December 31, 2021 (the "**Extended Term**"). To extend the term, NSP shall notify Lessor of such request for an Extended Term on or before December 31, 2020.

NSP agrees to restore all damages to landscaping, roads and driveways, fences, livestock, crops, fields and other Lessor personal property at the Lease Area caused by NSP's exercise of the lease rights granted herein. Claims on account of such damages may be referred to NSP's Siting and Land Rights Department.

NSP, at NSP's expense, shall obtain and keep in full force during the term of this Lease a policy of combined single limit bodily injury and property damage insurance written on an occurrence basis insuring NSP (with Lessor as an additional insured) against any liability arising out of NSP's use and occupancy of the Lease Area. The insurance shall be in an amount not less than Two Million Dollars ($2,000,000) per occurrence. The policy shall provide blanket contractual liability coverage. The insurance to be maintained by NSP shall be primary and not contributory to any other insurance maintained by Lessor. NSP shall deliver to Lessor a certificate of insurance prior to commencement of the term of this Lease and a renewal

certificate of insurance shall be delivered to Lessor not less than ten (10) days prior to the expiration of the then current policy.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

LESSOR:

By: _____

Name: _____

Its: _____

NORTHERN STATES POWER COMPANY,
a Wisconsin corporation

By: _____

Name: _____

Its: _____

Exhibit A
Lease Area

Exhibit A - Staging/Laydown Site Lease

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	Christie Black
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 August 28, 2019 ("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

1. **Streetlights/Facilities Location**: Five – 18 ft. direct buried, dark bronze fiberglass poles with LED B (50W) traditional fixtures on Willow Creek Parkway per map

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 B42 – Wisconsin Street Lighting System Service, Schedule MS-6 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.

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:**	_____

XCEL ENERGY USE ONLY	Date:
Xcel Energy Outdoor Lighting Consultant	_____

Xcel Energy Contract Code:	**WILLOW CREEK PKWY CHIPPEWA FALLS ACCT 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)