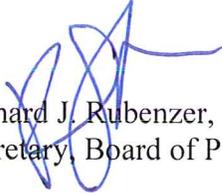


**CITY OF CHIPPEWA FALLS  
BOARD OF PUBLIC WORKS  
MEETING MINUTES  
MONDAY, SEPTEMBER 9, 2019 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, September 9, 2019 at 5:30 PM. Present were Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Alderperson Paul Olson. Absent were Mayor Greg Hoffman and Darrin Senn.

1. **Motion** by Bauer, seconded by Rubenzer to approve the minutes of the August 12, 2019 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**
  
2. The Board of Public Works considered the attached Staging/Laydown Site Lease with Northern States Power Company to use the city owned snow storage area parcel for temporary construction of storage and office space refueling equipment and storing chipped bedrock. The Board of Public Works discussed that the city has typically charged a small lease amount for temporary construction of storage and office space but that there was a benefit accrued by gaining chipped bedrock. Dates on the attached site lease accounts for city snow storage in the winter months.  
**Motion** by Bauer, seconded by Olson to direct Director of Public Works Rubenzer to inquire about a lease fee amount and also location of a construction trailer from Xcel and that Attorney Ferg give his opinion as to city liability of Xcel storing refueling equipment on city property. **All present voting aye. MOTION CARRIED.**
  
3. The Board of Public Works considered the attached Street Use Permit request from Chippewa Falls High School Student Council for the 2019 Homecoming Parade and Bonfire on October 11, 2019. Director of Public Works Rubenzer will check and see if city police services were paid for previous years for the homecoming parade and bonfire.  
**Motion** by Rubenzer, seconded by Olson to recommend the Common Council approve the attached Street Use Permit request from Chippewa Falls High School Student Council for the 2019 Homecoming Parade and Bonfire on October 11, 2019 and to charge for city police services for the event. **All present voting aye. MOTION CARRIED.**
  
4. Director of Public Works Rubenzer presented the attached General Street Lighting Contract with Xcel Energy for Operations and Maintenance of Xcel owned lights on Willow Creek Parkway and Timber Trail in the Willow Creek Subdivision. He explained that developer Westwood Land Company was responsible for the materials, labor and equipment necessary to install the light poles, fixtures, lights and wire. The city would then accept the infrastructure and pay Xcel a monthly fee for each of the seven new lights.  
**Motion** by Rubenzer, seconded by Olson to recommend the Common Council approve the attached General Street Lighting Contract with Xcel Energy for Operations and Maintenance of Xcel owned lights on Willow Creek Parkway and Timber Trail in the Willow Creek Subdivision. **All present voting aye. MOTION CARRIED.**

5. Director of Public Works Rubenzer updated the Board of Public Works on the condition of the Central Street truss bridge. During a field inspection on August 27, 2019, it was determined that the bridge needed a new deck and a report submitted by a professional engineer was necessary for inclusion in the WDOT Bridge Repair Program. The report is due October 1, 2019. Director of Public Works Rubenzer solicited a proposal for such a report from S.E.H. Because the sufficiency rating has dropped to 53 (50 is the action limit), and the truss bridge is a fracture critical bridge, the engineering report is much more extensive than anticipated. A snooper truck is needed for the inspection and the inspection and report can not be completed prior to October 1, 2019. The weight limit on the bridge has been lowered to ten ton. Therefore, the city maintenance crew will repair surface potholes, overlay the bridge with a thin overlay and Director of Public Works Rubenzer will solicit consulting firms for qualifications to perform the inspection and produce the report for WDOT. **No Action Taken**
  
6. **Motion** by Bauer, seconded by Olson to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:53 P.M.



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

**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, 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.**

**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**

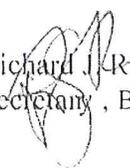
I hereby certify that a copy of this Notice was placed in the Chippewa Herald mailbox, 1<sup>st</sup> floor, City Hall and posted on the City Hall Bulletin Board on Thursday, August 22, 2019 at 2:00 PM by Mary Bowe.

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 department.  
**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 from 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 appmenances 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 Depatment 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 April 1, 2020 and end November 30, 2020 (the "Initial Term"). NSP shall accept the leased premises in an "as is" condition. This Lease may be extended for an additional term commencing April 1, 2021 and ending November 30, 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**

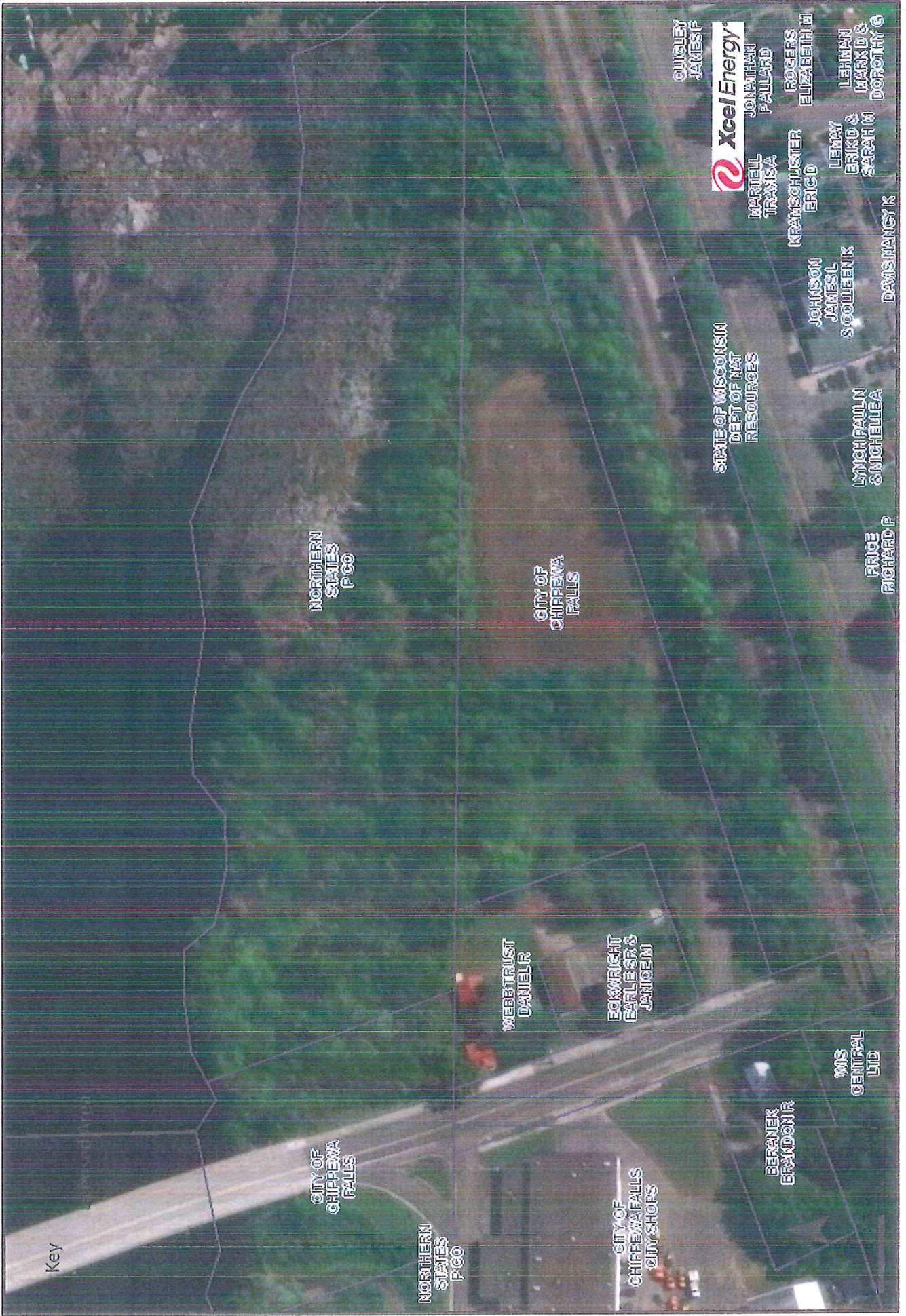
By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

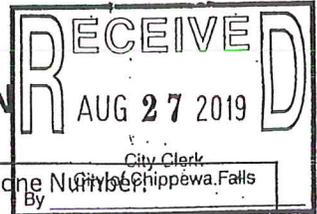
**Exhibit A**  
**Lease Area**

# Exhibit A - Staging/Laydown Site Lease





CITY OF CHIPPEWA FALLS
STREET USE PERMIT APPLICATION



Applicant Name and Address: Mike Thompson, 735 Terrill St., Chippewa Falls, WI 54729
Applicant Phone Number: (715) 723-1212

Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.
Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: Chippewa Falls HS, c/o Student Council, 735 Terrill St., Chippewa Falls, WI 54729

Name of the event: Homecoming Parade / Bonfire
Estimated number of persons participating: Parade: 100, Bonfire: 700

Date and start and end times requested for street use: Friday, October 11th
Parade: 4:30 pm to 5:00 pm
Bonfire: 9:00 pm to 11:00 pm

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
Parade: Chi-Hi parking lot - Coleman St - Wheaton St - Miles St - Terrill St.
Bonfire: Tropicana - Bel Air (Between Middle School & McDonnell)

Use, described in detail, for which the street use permit is requested: Homecoming Parade / Bonfire
Police escort for parade - patrol / squad on duty
Police involvement for bonfire - presence / barricade for bonfire

City services requested for the event (e.g., Street Department or Police Department staff time)
Patrol lead parade / SRO plus one for Bonfire \$50/hr = \$400 total. \$25105

The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted.

Signature of Applicant: [Signature]
Date: 8-27-19

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
none from public works dept
Patrol lead parade / SRO plus one for Bonfire - \$50/hr = \$400 total

Requirements of Applicant: Pick up any traffic control cones or barricades needed for this event at the city garage located at #5 York - Riverside Drive before noon on Thursday, October 10, 2019 and return on Monday, October 14, 2019.

Approved by: [Signature] 8.28.19
Signature of Chief of Police
[Signature] PE 9/9/2019
Signature of Director of Public Works

Recommendation of Board of Public Works (if required): [ ] Approved [ ] Denied
Decision of City Council (required): [ ] Approved [ ] Denied





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: \_\_\_\_\_

<b>XCEL ENERGY USE ONLY</b>	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)



