

CITY OF CHIPPEWA FALLS, WISCONSIN

NOTICE OF PUBLIC MEETING

In accordance with the provisions of the Wisconsin State Statutes, Sec. 19.84, notice is hereby given that a public meeting of:

Committee #2
Labor Negotiations, Personnel, Policy & Administration

Will be held on Tuesday, June 23, 2026 at 8:00 AM, Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

The meeting may be viewed via livestream at
www.chippewafalls-wi.gov/278/City-Council-Meeting-Live-Stream

Items of business to be discussed or acted upon at this meeting are shown on the attached agenda below:

- 1. Approval of minutes from June 10, 2026.**
- 2. Discuss updated job description for the Wastewater Supervisor Position.
Possible recommendations to the Council.**
- 3. Discuss concept of potential arrangement options for improvements of Xcel Energy/NSP Chippewa River Boat Landing adjacent to street shop. Possible recommendations to the Council.**
- 4. 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.

NOTE: REASONABLE ACCOMMODATIONS FOR PARTICIPATION BY INDIVIDUALS WITH DISABILITIES WILL BE MADE UPON REQUEST. FOR ADDITIONAL INFORMATION OR TO REQUEST THIS SERVICE, CONTACT THE CITY CLERK AT 726-2719.

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 OF OFFICIAL NEWSPAPER

I hereby certify that a copy of this notice has been posted on the City Hall bulletin board and a copy has been given to the Chippewa Herald on June 18, 2026 at 12:50 pm by BNG.



**Minutes
Committee #2
Labor Negotiations, Personnel, Policy & Administration
June 10, 2026**

Committee #2 met on Wednesday, June 10, 2026 at 8:00 AM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: John Monarski, Jody Marr, and Chuck Hull.

Mayor/Other Council Members present: Rob Kiefer, Dan Dixon, and Paul Nadreau.

Others present: Finance Manager/Treasurer Lynne Bauer; Director of Public Works/Utility Manager Brandon Cesafsky; Police Chief Ryan Douglas; Fire Chief Brian Tonnancour; Parks, Recreation, and Forestry Director John Jimenez; HR Generalist Sarah Loff; and City Clerk Bridget Givens.

Call to Order: 8:00 am

1. Approval of minutes from May 26, 2026.

Motion by Marr/Monarski to approve the minutes from May 26, 2026. **All present voting aye, motion carried.**

2. Discuss altering the Street Department work schedule. Possible recommendations to the Council.

Director of Public Works/Utility Manager Cesafsky presented a request to alter the Street Department work hours to a year-round, 4/10 schedule. This schedule is currently worked from spring through fall each year, typically beginning in April until the week prior to Thanksgiving. There are currently two vacancies in the Street Department, and it is hoped the change in schedule would aid in recruitment efforts.

Discussion ensued relative to potential impact on overtime, holiday pay, the ability of other departments to access equipment, and the capability to perform outdoor work at the conclusion of Daylight Saving Time. Cesafsky advised that there would not be an impact on operations. HR Generalist Loff noted that the Holiday Pay Policy would have to be updated. Councilor Nadreau questioned if the hours could be changed to 6:30 am – 4:30 pm.

Motion by Hull/Marr to recommend Council approve altering the Street Department work schedule to a 4/10 schedule year-round. **Roll Call Vote: Aye – Hull, Marr, Monarski. Motion carried.**

3. Adjournment.

Motion by Marr/Hull to adjourn at 8:13 am. **All present voting aye, motion carried.**

**Minutes submitted by,
John Monarski, Chair**

Item #2

Department of Public Utilities
City of Chippewa Falls - Job Description – Wastewater Supervisor

POSITION TITLE: Wastewater Supervisor
DEPARTMENT: Department of Public Utilities
DIVISIONS: Wastewater
REPORTS TO: Director of Public Works / Utility Manager
PAY GRADE: 15
LAST UPDATE: 06/2026 (Last revised April 2024)

SUMMARY

The Department of Public Utilities will provide public health protection and environmentally sound and innovative utility services to our customers by providing safe drinking water and the highest level of wastewater service in a cost-effective manner. The Wastewater Supervisor is responsible for all aspects of the Wastewater Utility. Plans, organizes and directs the operation of a 4.5 MGD Advanced Grade wastewater treatment facility, 13 lift stations and the sanitary sewer collection system for the City of Chippewa Falls.

ESSENTIAL DUTIES AND RESPONSIBILITIES

To perform this job successfully an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Plans, supervises and participates in the daily operation, process control and maintenance of all Wastewater Utility treatment facilities.
- Serves as DNR required "Operator in Charge" of 6 required subclasses of wastewater treatment and assumes obligations and responsibility for regulatory compliance.
- Makes recommendations on improvements, expansion and additions needed to facilities and equipment.
- Serves as Pretreatment Coordinator including; issuing and annually reviewing Industrial Discharge Permits, Septage Discharge Permits, and Mercury Pollution Reduction Program.
- Supervises/ Manages Biosolids Management Program.
- Manages High Strength Waste acceptance and controls feed rates of into treatment.
- Compiles data and prepares reports as required by regulatory agencies and City Council.
- Prepares annual operating budget including capital equipment purchases.
- Participates in financial analysis to design and insure the validity of existing and proposed rate structures.
- Investigates customer complaints and resolves them to satisfaction.
- Set standards, trains and evaluates employees in operation and maintenance duties and safety procedures.
- Inspects plant processes and equipment on a regular basis to detect problems, adjusts processes, and schedules preventive and corrective maintenance.
- Represents the City in working with contractors to insure compliance with plans and specifications.
- Monitors and maintains SCADA equipment.
- Monitors, tracks, maintains, and submits payroll records.
- Keeps abreast of professional developments in the field through professional journals and conference attendance, and workshop attendance.

SUPERVISORY RESPONSIBILITIES

- Directly supervises personnel in the Wastewater Department.
- Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws.

Department of Public Utilities
City of Chippewa Falls - Job Description – Wastewater Supervisor

- Responsibilities include interviewing, hiring, and training employees; planning, assigning, scheduling, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

WORK SCHEDULE

- This position works a standard 40-hour work week.
- With approval, compensatory time is granted for hours work above the average work week.
- Provides on-call duties for the Street Department managing the snow removal team.
- Provides on-call support twenty-four hours a day, 365 days a year for emergency response and cleanup in the event of a sewer backup or illicit discharge, documenting investigative findings with regulatory agencies as required.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION, LICENSES, AND/OR EXPERIENCE

- Bachelor's degree (B.A.) from four-year college or university; and ~~three to five~~ **four to six** years related experience and/or training **in Wastewater**; or equivalent combination of education and experience.
- Must possess or acquire the following advanced WI DNR Certifications within the time frames listed below:
 - **Become Operator Advanced (OA) within 18 months of hire date.**
 - **Required Subclasses (Must be advanced in 3 of the following subclasses before hire and must obtain the other subclasses within 18 months of hire date)**
 - B (Solids Separation)
 - A1 (Biological Treatment Suspended Growth)
 - C (Biological solids Sludge Handling, Processing, and Reuse)
 - D (Disinfection)
 - P (Nutrient Removal – Total Phosphorus)
 - L- (Laboratory)
 - **Additional Subclass (Must obtain within 24 months of hire date)**
 - SS (Sanitary Sewerage Collection System)
- Maintain required certifications for Operator in Charge **after obtaining**.
- 1-3 years supervisory experience preferred.
- Valid Driver's License

ESSENTIAL KNOWLEDGE AND ABILITIES

- Must be proficient in the use of personal computers in an office environment and have advanced knowledge of Microsoft Office software, teleconferencing equipment and software, etc.
- Ability to work in a network environment.
- Knowledge and skills with use of SCADA equipment and CAD drawing applications.
- Advanced knowledge of GIS required.
- Other equipment could be required.

COMMUNICATION SKILLS

- Ability to communicate effectively with other members of the staff, supervisor, contractors, and the public.
- Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.

Department of Public Utilities
City of Chippewa Falls - Job Description – Wastewater Supervisor

- Ability to write reports, business correspondence and procedure manuals.
- Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.
- Ability to communicate in both written and verbal form.
- Ability to maintain confidentiality when necessary.

MATHEMATICAL SKILLS

- Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plain and solid geometry and trigonometry.
- Ability to apply concepts such as fractions, percentages, ratios and proportions to practical situations.

REASONING ABILITY

- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.
- Ability to respond to complaints and grievances posed by the public.
- Ability to implement decisions based on data and oversee the execution of these decisions.
- Ability to define problems and deal with a variety of situations.
- Ability to think quickly, maintains self-control, and adapt to stressful situations.

SUPERVISION/DIRECTION RECEIVED

- Director of Public Works / Utility Manager

SUPERVISION/DIRECTION EXERCISED

- 6-9 Wastewater Treatment/Collection System Operators
- Wastewater Lab Analyst.
- Billing Clerks

PHYSICAL AND WORK ENVIRONMENT

The physical and work environments described are representative of those that must be met by an employee to successfully perform the functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these functions.

- The duties of this job include physical activities such as stooping, kneeling, sitting, standing, reaching, walking, lifting and/or move (up to 75 pounds), grasping, talking, hearing/listening, seeing/observing, and repetitive motions.
- Specific vision abilities required by this job include close, distance and peripheral vision; depth perception; and the ability to adjust focus.
- Steel toed shoes required anytime foot crushing hazards are present. Employees will be eligible for a Protective Footwear stipend per HR Policy.
- Employee will be subject to cold, heat, wet, sun, dust, noise, wet and humid conditions, moving mechanical parts, vibration, and very loud noise.
- Employee will work with toxic or caustic chemicals, high heights, and precarious places.

End of Document



Item #3

MEMORANDUM

Date: June 12, 2026
To: Committee 2 / Council
From: Brad Hentschel
Subject: Chippewa River - Xcel/NSP Boat Landing

Xcel Energy has engaged in discussions with City personnel regarding the future of the Chippewa River boat landing near Main Street and the Street Shop. A meeting and walk-through on-site with Xcel Energy representatives led to a few options regarding this site. Xcel has no plans for improvements or other activities at this location. If no action would occur between the City and Xcel Energy for future improvements, the site would likely remain as is.

This property is currently within Xcel's Federal Electric Regulatory Commission (FERC) boundary for the their NSP Chippewa River Dam. Xcel will begin relicensing activities in approximately 2028. It is approximately a five-year process to get relicensing. They believe they will be able to successfully remove this property from this FERC boundary with their license renewal process – but that will not occur until 2034/35.

If removed from FERC Boundary, Xcel would likely be interested in transacting the property to the City (no pricing discussions have occurred). However – this cannot be done until it is removed from the FERC Boundary, and Xcel does not have strong interest in pursuing removal outside of the relicensing process.

If the City wishes to pursue improvements at this site before ownership, Xcel would consider entering into a Lease Agreement with the City, similar in fashion to their arrangement with Chippewa County at the former Rod and Gun landing on Lake Wissota. ***This is attached, merely as a sample*** of the type of language that could be expected in such an agreement. The fee structure of the County agreement was questioned in relation to this site and it would appear that this is not likely to be waived or altered in a lease agreement with the City for the subject property.

Brief discussions have occurred with the WDNR. Minimal improvements could be made at this location to the boat launch itself, some vegetative removal, green space improvements and general upkeep/maintenance of the area, but any type of larger scale improvements (i.e., expanded parking/pavement, structures, etc.) would require detailed design documents and permits for said improvements. There are also mapped wetlands and other limitations that may prove prohibitive for expanded improvements at this location.

I am unable to attend the Committee meeting due to my attendance at a training/certification program. Mayor Hiess has been included in all communication. If there are questions, please feel free to reach out!

Attachment

Map

Printed 05/11/2026

Scale = 1:56'



Disclaimer: This map is a compilation of records as they appear in the Chippewa County Offices affecting the area shown and is to be used only for reference purposes.

SAMPLE ONLY - FOR INFORMATION PURPOSES ONLY

SITE - LEASE AGREEMENT – # E-343

Wissota Hydroelectric Project (FERC Project #2567)
Northern States Power Company - Wisconsin

THIS AGREEMENT, made and entered into by and between Northern States Power Company, a Wisconsin corporation with principal offices located at 1414 W. Hamilton Avenue, P.O. Box 8., Eau Claire, WI 54702-0008 (“Lessor”), and Chippewa County, 711 Bridge Street, Chippewa Falls, WI 54729, a Wisconsin body corporate and politic (“Lessee”) (the “Agreement”). The Lessor and Lessee are at times collectively referred to in this Agreement as the “Parties” or individually as the “Party.”

WITNESSETH:

1. **Leased Area.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain real property located in Chippewa County, Wisconsin described below and displayed on Exhibit A attached hereto and made a part of this Agreement (“Leased Premises”).

Legal Description of “Leased Premises”

That part of the Northwest Quarter of the Southwest Quarter of Section 34, Township 29 North, Range 8 West, Town of Eagle Point, Chippewa County, Wisconsin, shown on the attached Exhibit A.

2. **Term.** The initial term of this Agreement shall commence on the date this Agreement is fully executed by the Parties and shall continue for a period of one (1) year thereafter (“Initial Term”), unless earlier terminated by either Party in accordance with the terms of this Agreement. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive renewal terms of one (1) year each (each, a “Renewal Term”), unless earlier terminated by either Party in accordance with the terms of this Agreement.
3. **Rent.**
 - a. Lessee shall pay to Lessor, without any setoff or deduction, annual rent in the amount of Five Hundred Dollars (\$500.00), which shall be due on the first day of the Initial Term and any Renewal Term. A Two Hundred and Fifty Dollars (\$250.00) fee will be charged to the Lessee in addition to the rent for rent not paid within thirty (30) days of the first day of the Initial Term and any Renewal Term.
 - b. Rent payments shall be payable to Northern States Power Company with “*Lease Payment # E-343*” written on the check.
 - c. Rent payment shall be delivered to: Northern States Power Company, Attn: Siting and Land Rights, 1414 W. Hamilton Ave., P.O. Box 8, Eau Claire, Wisconsin 54702-0008.
 - d. Lessee shall include with the required liability insurance certificates with the Rent payment.
4. **Utilities and Services.** Lessee shall pay all costs associated with the installation and use of all utilities, including, but not limited to, heat, electricity, water and septic or sewer services. Lessor shall pay all costs associated with existing outdoor lighting facilities, including, but not limited to maintenance, repair and removal.

5. **Taxes.** In addition to Rent and utilities, the Lessee shall pay all state and local personal property taxes and special assessments that become chargeable against the Lessee's improvements located on the Leased Premises.

6. **Use.** The Leased Premises will only be used by Lessee for the following purposes:

- a. Public boat launch, day use facilities, fishing pier, and Lessee-sponsored activities.
- b. Subject to the force majeure provisions under Section 33., Lessee shall ensure that the public boat launch remains open and accessible to the public three hundred sixty-five (365) days per year, without seasonal closure.
- c. Lessee may charge members of the public a daily or annual launch fee for trailered boats to the extent permitted under Wisconsin law. Any launch fees charged must comply with the provisions of Wis. Stat. § 30.77 and the public boating access fee standards set forth in Wis. Admin. Code § NR 1.91, including the requirement that fees be reasonable and not exceed the maximum allowable fees established under Wis. Admin. Code § NR 1.91(11).

Lessee shall post all applicable fees and operating hours at the launch site in accordance with Wis. Admin. Code § NR 1.91(8)(e) and (11)(e). Parking fees shall be limited to trailer parking and may be included in the overall launch fee structure as permitted under Wis. Admin. Code § NR 1.91(11). All fees collected by Lessee shall be used solely for operation and maintenance of the boat launch and related facilities consistent with Wis. Admin. Code § NR 1.91(11).

- d. Subject to the force majeure provisions under Section 33., Lessee shall ensure that the fishing pier, docks, picnic and passive recreational grounds are open to the public at all times. Lessee shall not charge members of the public an access fee specifically for the use of these facilities.
- e. Lessee may not use the Leased Premises for any other purpose, including, without limitation, any commercial purpose.
- f. Lessee shall not tow vehicles from Leased Premises without previous written warning, unless such vehicles need to be moved for emergency access purposes.
- g. Lessee shall not use the Leased Premises in a manner that violates any lawful regulation of the Town of Eagle Point, County of Chippewa, or the State of Wisconsin. Lessee will not permit upon said Premises anything that will invalidate any policy of insurance now or hereafter to be carried on said Leased Premises or that will unduly raise the rate of insurance on said Leased Premises. Lessor reserves the right to restrict and or modify all aspects of Lessee's use of the Premises to protect the water and land resources.

7. **Lessee's Acceptance of Premises.** Lessee accepts the Leased Premises on an "as is" basis and acknowledges that it has examined the Leased Premises prior to its execution hereof. Lessee acknowledges the Leased Premises is subject to Lessor's right and privilege to flood, flow, and overflow any and all portions of the Leased Premises as may from time to time result from the operations of dams and facilities now or in the future forming any part of the operating properties of the Lessor, its successors and assigns with such flooding deemed by the Lessor as necessary or during unusual flooding or other emergency conditions at said dams and facilities. Lessee expressly waives any claim the Lessee may have for damage to the

improvements placed upon the Leased Premises and will make no claim for damages resulting from the acts of the Lessor, its successors and assigns taken pursuant to this section.

8. **Maintenance and Repair.** Except as otherwise provided under this Agreement, Lessee agrees to make any and all ordinary repairs required to the Leased Premises, and any improvements made to the Leased Premises by Lessee or at Lessee's direction prior to or during the Initial Term and any Renewal Term, at Lessee's own expense, and agrees to keep the Leased Premises safe and in good order and condition at all times during the Initial Term and any Renewal Term, ordinary wear and tear and damage by casualty excepted. Lessee agrees to regularly and properly dispose of all garbage and waste in accordance with all governmental health regulations. Lessee shall ensure that no garbage or waste is dumped or buried on the Leased Premises.
9. **Alterations.** Lessee shall not make any alterations to the Leased Premises without the prior express consent of Lessor, which consent shall not be unreasonably withheld, except for those defined as routine maintenance. The definition of the term "alterations" includes any construction of landscaping, trails, shelters, buildings, signs and/or structures of any kind in, and change in grade on or beneath the Leased Premises. The definition of the term "routine maintenance" includes, but is not limited to, tree planting, hazardous tree removal, brush removal, minor landscaping, sign replacement, and the addition of earthen material. If any local government permits are required for any alterations, the Lessee shall obtain written approval from the Lessor prior to requesting local government permits. The Lessee shall also provide the Lessor all required governmental permits for the alterations. Should Lessee obtain or attempt to obtain any governmental permit for the alterations without prior express consent of Lessor or without Lessor's co-signature, Lessor shall have the right to terminate this Agreement upon providing Lessee thirty (30) days written notice pursuant to Section 17., and the removal provisions under Section 10. shall apply as they would under any other termination of this Agreement. Lessee shall also refrain from removing trees from the Leased Premises unless said removal is necessary by direction of a governmental unit or for reasons necessary to maintain the Leased Premises in a safe manner.
10. **Removal.** Upon expiration or termination of this Agreement, Lessee shall be permitted or required at the Lessor's discretion, to remove all site improvements, structures and personal property, including fixtures, unless Lessor otherwise agrees to accept such improvements, structures and personal property, including fixtures, "as is." Lessee shall not create an unsafe condition on the Leased Premises during the removal of said improvements and structures. Lessee shall have twelve (12) months from the date of expiration or termination to remove all site improvements, structures and personal property, including fixtures, from the Leased Premises. Lessee shall obtain all necessary governmental permits and approvals for the removal of all structures and provide the Lessor copies of all required permits. All private drinking water wells, septic systems and any underground storage tanks shall be properly removed and/or abandoned according to governmental regulations. If municipal/cooperative utility service connections are present both above and below ground connections will be properly disconnected and removed. All construction, demolition, and salvage waste/trash associated with removal of any part or all of the improvements and structures will be removed from the site with no on-site burial of such waste. After improvement and structure removal, Lessee shall ensure any holes or depressions are filled with clean soil and the Leased Premises is graded level to the satisfaction of the Lessor. After twelve (12) months from the date of expiration or termination, all site improvements, structures, personal property, including fixtures will be considered abandoned by the Lessee and these site improvements, structures, personal property and fixtures will become part of the real estate. Lessor shall reserve the right to assess costs, and Lessee shall agree to reimburse Lessor for costs, for the removal of site improvements, structures, personal property, and fixtures that Lessee has failed to remove from the Leased Premises within twelve (12) months from the date of expiration or termination.

11. **Liens and Encumbrances.** Lessee agrees to keep the Leased Premises free and clear of any and all liens and other encumbrances arising out of Lessee's activities on the Leased Premises.
12. **Indemnification and Hold Harmless; Environmental Matters.** Lessee shall indemnify, save and hold harmless Lessor, its officers, employees, agents and representatives, from and against any and all claims, demands, losses, liability, cost (including any attorneys fees) or expense for bodily injury, death and property damage arising out of Lessee's operations on the Leased Premises (including and arising under any workers' compensation or occupational disease law which arise out of, are connected with or are attributable to the utilization of the Leased Premises) other than those claims arising out of the negligent acts or omissions of Lessor, and any claims, demands, losses, liability, cost or expense arising out of or resulting from the deposit, release or discharge by Lessor, its officers, employees, agents, representatives or assigns of any hazardous substances, environmental pollution or sources of environmental contamination upon or within Leased Premises.

Nothing contained within this Section 12 or Agreement is intended to be a waiver or estoppel of the County or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to those contained within Wisconsin Statutes Sections 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable the County or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for claims against counties established by Wisconsin law. To the extent that any provision of this Agreement is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either legal or contractual, provide a greater benefit to the County shall apply unless the County elects otherwise.

13. **Lessor's Rules and Regulations.** Lessor and Lessee agree that Lessor shall have the right to adopt and amend from time to time reasonable written rules and regulations regarding Lessee's use of the Leased Premises, which Lessor agrees it will discuss with Lessee in advance of adoption or amendment. Lessor shall provide Lessee with a copy of such rules and regulations, together with any amendments therein, and they shall be binding and enforceable upon Lessee's receipt. Lessee agrees to comply with the same insofar as they are not inconsistent with the terms and conditions of this Agreement.

12. **Insurance.**

- a. Lessee shall maintain general liability and other insurance, as provided herein, with insurance companies licensed to do business in the State of Wisconsin. The commercial general liability insurance (including blanket contractual liability) shall insure against claims for bodily injury, death and property damage arising out of Lessee's operations on the Leased Premises. Such insurance shall afford single limit protection of at least Two Million Dollars (\$2,000,000) with respect to personal injury or death and property damage occurring or resulting from one occurrence.
- b. Lessee shall furnish Lessor with appropriate certificates of insurance properly executed by such insurance companies evidencing such coverage at the time of execution of this Agreement. Effective insurance coverage shall be continuous with no time gaps in coverage. Advanced written notice of forty-five (45) days shall be given to Lessor prior to the event of cancellation of such Lessee's coverage.
- c. Lessee agrees to maintain, at Lessee's own expense, fire and extended coverage, malicious mischief and vandalism insurance on Lessee's personal property located at the Leased Premises, including inventory, for the full insurable value thereof and shall provide Lessor with a certificate

of insurance properly executed by its insurance company evidencing such coverage upon written request by Lessor.

13. **Report of Significant Injury or Fatality.** Notice of any occurrence of significant injury or fatality on the Leased Premises shall be provided by Lessee to Lessor as soon as possible however no later than three (3) business days from the occurrence of the incident throughout the Initial Term and any Renewal Term.
14. **Default.** This Agreement may be terminated by either Party in the event of the default of any provision of this Agreement by Lessor or Lessee. In such event, the Party not in default shall give the other Party written notice of the nature and occurrence of the default and shall provide a reasonable period to cure the default. The Party in default shall cure such default within the time period provided in the notice of default and, if it fails to do so, this Agreement may be terminated by the Party not in default as of the end of such time period.

It is also agreed that upon the occurrence of any default by Lessee under this Agreement, Lessor shall have the right to retain for rent, and shall have a lien upon, all personal property of Lessee located upon Leased Premises, whether exempt by law or not, as security for the payment of the rent and other obligations herein provided for. In the event any action is brought by Lessor or Lessee to enforce or for any default by the other Party under this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and court costs.
15. **Termination.** Notwithstanding any provision of this Agreement to the contrary, Lessor shall have the right to terminate this Agreement upon providing one hundred eighty (180) days' written notice pursuant to Section 17. to Lessee. In the event Lessor terminates this Agreement before the natural expiration of the Initial Term or any Renewal Term, rent shall be prorated and any amount already paid for the remainder of the Initial Term or any Renewal Term shall be returned to Lessee. The Lessee shall have the right to terminate this Agreement upon providing Lessor thirty (30) days' written notice pursuant to Section 17. to Lessor. In the event Lessee terminates this Agreement before the natural expiration of the Initial Term or any Renewal Term, Lessee shall forfeit any rents already paid to Lessor through expiration of the Initial Term or any Renewal Term.
16. **Quiet Enjoyment.** Lessor covenants and agrees with Lessee that, upon paying the annual rent and observing and performing all obligations, terms, covenants and conditions, Lessee may peaceably and quietly enjoy the Leased Premises during the Initial Term and any Renewal Term.
17. **Notices.** Any notices required to be made by either Party to the other shall be given (i) by U.S. Postal Service mail and shall be deemed to be given two (2) days after delivered to the U.S. Postal Service, postage prepaid, for certified or registered delivery, (ii) by reputable overnight courier and shall be deemed to be given one (1) day after delivered to the courier, (iii) by facsimile transmission and shall be deemed to be given upon transmission, provided a follow-up notice is also provided by either method (i) or (ii) above, (iv) by personal delivery to an officer of the other, and shall be given upon such personal delivery, or (v) by electronic mail and shall be deemed to be given upon transmission, provided a follow-up notice is also provided by either method (i) or (ii) above. Any such notice shall be addressed as follows:

To Lessor: Northern States Power Company, a Wisconsin Corporation,
Attn: Siting and Land Rights
1414 W. Hamilton Ave., PO Box 8

Eau Claire, WI 54702-0008

Email: matthew.j.miller@xcelenergy.com
dawn.schultz@xcelenergy.com

To Lessee: Chippewa County
Attn: Director of Facilities and Parks Division
711 Bridge Street
Chippewa Falls, WI 54729
Email: maintenance@co.chippewa.wi.us

Either Party may change its address by providing the other Party with written notice thereof, which new address will be effective ten (10) days after notice is given by one of the methods set forth above.

18. **Non-Assignment.** This Agreement shall not be assigned nor shall the Leased Premises be sublet to any other person or entity. Should Lessee attempt to assign this Agreement or sublet the Leased Premises, Lessor shall have the right to terminate this Agreement upon providing Lessee thirty (30) days written notice pursuant to Section 17., and the removal provisions under Section 10. shall apply as they would under any other termination of this Agreement.
19. **Permits, Licenses and Approvals.** Lessee, at Lessee's expense, shall obtain all licenses, permits and approvals of any nature required for Lessee to occupy the Leased Premises and shall otherwise comply with all laws, ordinances, rules or regulations that may pertain to or apply to its use of the Leased Premises.
20. **Modifications.** No modifications shall be made to this Agreement, except those entered into with the same formality as this Agreement and executed by both Lessor and Lessee.
21. **Breach Not Waiver.** Waiver of any breach of any provisions of this Agreement shall not constitute waiver of any other or subsequent breaches.
22. **Entirety of Agreement.** This Agreement constitutes the entirety of the agreement between Lessor and Lessee pertaining to the subject matter hereof, previous oral or written understandings notwithstanding.
23. **Severability.** If any one or more of the provisions of this Agreement shall for any reason be invalid, illegal or unenforceable, in whole or in part or in any respect, then and in any of those events, such provision or provisions only shall be void and shall not affect any other provision of this Agreement. The remaining provisions of this Agreement shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed.
24. **Captions and Headings.** The captions and headings contained in this Agreement are included for convenience of reference only and shall not be considered a part hereof and are not in any way intended to limit or enlarge the provisions hereof.
25. **Rules of Interpretation.** This Agreement shall be strictly construed against neither Lessor nor Lessee; the singular includes the plural and the plural includes the singular; any right may be exercised at any time and from time to time and all obligations are continuing obligations throughout the Initial Term and any Renewal Term; in calculating any time period, the first day shall be excluded and the last day shall be included; and all days are calendar days unless otherwise specifically specified.

26. **Federal Energy Regulatory Commission Regulations.** Lessee acknowledges that the Leased Premises is within the project boundary for the Wissota Hydroelectric Project and is subject to the Federal Energy Regulatory Commission ("FERC") regulations. Lessee agrees its use of the Leased Premises shall not endanger health, create a nuisance, or otherwise be incompatible with overall FERC project recreational use. Also, Lessee shall take all necessary precautions during the operation and maintenance of the Leased Premises to protect and enhance the environmental values of any affected FERC project lands and waters.
27. **Shoreline Vegetative Buffer.** Lessor reserves the right to delineate, through ground staking a corridor of land along the shoreline of Lake Wissota, wherein no mowing, cutting, shoreline and vegetative manipulation shall be conducted by Lessee.
28. **Controlling Law: Situs and Jurisdiction.** This Agreement has been made under, and will be interested and controlled by, the laws of the State of Wisconsin. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Wisconsin, Chippewa County Circuit Court only, and, in addition, the Parties hereby expressly consent to the jurisdiction of the federal or state courts of the State of Wisconsin.
29. **Vegetative Management.** Lessor reserves the right of vegetative management of the entire Leased Premises. Lessor will identify areas of mowing of established grass cover where the Lessee is responsible to maintain. Lessee may remove nuisance brush, plant trees, and complete minor landscaping as needed. No trees shall be cut by Lessee for firewood purposes on the Leased Premises or other lands owned by Lessor. Hazard trees may be cut by Lessee for firewood purposes on the Leased Premises. Tree removal may only be conducted by Chippewa County's trained and certified tree removers.
30. **Lessor Inspections.** Lessor retains the right of entry to inspect the Leased Premises to ensure compliance with all of the provisions of this Agreement as well as land management purposes to protect, enhance, and preserve the natural qualities of the Leased Premises. This right includes personnel, vehicles, equipment and materials.
31. **Dock/Pier.** Lessee is allowed to install seasonal docks provided that they are securely attached to the shoreline. Lessee shall not install or place permanent dock structures or components without approval from Lessor. Lessee shall acquire all necessary governmental permits if necessary for said dock and shall provide a copy of such permit to Lessor upon receipt.
32. **Parking.** Lessor reserves the right to identify parking areas for all motorized vehicles on the Leased Premises.
33. **Force Majeure.** Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) to the extent such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, strikes, labor disputes, epidemics or pandemics, government orders, or failures of utilities or transportation. The affected Party shall promptly notify the other party and use reasonable efforts to resume performance as soon as practicable.

*[The remainder of this page is intentionally left blank]
[Signature page begins on following page]*

SIGNATURE PAGE

IN WITNESS WHEREOF, duly authorized representatives of the Parties hereto have fully executed this Agreement as of the day and year of the last party to sign this Agreement below.

LESSOR:

NORTHERN STATES POWER COMPANY
a WISCONSIN corporation

By: _____

Date: _____

Name: Sarah B. Schwartz

Title: Sr. Manager - Siting & Land Rights

Xcel Energy Services Inc.

an Authorized Agent for Northern States

Power Company, a Wisconsin corporation

LESSEE:

CHIPPEWA COUNTY
a WISCONSIN body corporate and politic

By: _____

Date: _____

Name: Andy Albarado

Title: Chippewa County Administrator

By: _____

Date: _____

Name: Jaclyn J. Sadler

Title: Chippewa County Clerk

Exhibit A Map

Attached

Exhibit A

Scale = 1:131'



Disclaimer: This map is a compilation of records as they appear in the Chippewa County Offices affecting the area shown and is to be used only for reference purposes.