

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 #3 **Transportation, Construction, Public Safety and Traffic**

Will be held on Monday, March 15, 2021 at 4:30 pm, Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI. The Committee members, Mayor and other Council Members may not be physically present at the meeting but may attend remotely. The meeting may be viewed via livestream at the www.chippewafalls-wi.gov/council live stream link. To make arrangements to participate directly in the meeting, please contact the City Clerk at 715-726-2719 in advance of the meeting.

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

1. **Discuss General Street Lighting Contract with Xcel Energy for additional street light and pole on the north side of Cashman Drive, east of STH 178. Possible recommendations to the Council.**
2. **Discuss preliminary 2022 EMS per capita rates. Possible recommendations to the Council.**
3. **Discuss applicable offense criteria for Operators (Bartenders) and Taxi Cab Drivers. Possible recommendations to the Council.**
4. **Discuss City of Chippewa Falls Code Section 7.09 (1) (a) relative to trailer parking in the City. Possible recommendations to the Council.**
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.
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.

TO MAKE ARRANGEMENTS TO PARTICIPATE DIRECTLY IN THE MEETING, PLEASE CONTACT THE CITY CLERK AT 715-726-2719 IN ADVANCE OF THE MEETING.

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 March 12, 2021 at 2:45 pm by BNG.



1414 W. Hamilton Ave
PO Box 8
Eau Claire, WI 54702-0008

**General Auto Protective Light Service Agreement
For Operations & Maintenance Services
Company Owned Equipment- Wisconsin**

XCEL ENERGY USE ONLY	Energize Date:
Xcel Energy Outdoor Lighting Representative	Irma Taubenheim
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 Area Lighting Contract for Operations & Maintenance Services ("Agreement"), effective as of October 16, 2019 ("Effective Date").

Customer: ADVANCED LASER MACHINING LLC

Billing Address: 600 CASHMAN DR

City: CHIPPEWA FALLS

State: WI

Zip Code: 54729-4118

For Customer, Association or Municipality of: ADVANCED LASER MASHINING LLC

- Auto Protective Light(s)/Facilities at the Location:** (600 CASHMAN DR CHIPPEWA FALLS WI 54729-4118)
- Request installation of 2- DIRECTIONAL NW LIGHTS
- Rate.** Customer shall take and pay for Automatic Protective 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 the Automatic Protective Lighting Service. See Schedule S1, Sheet No. E41. Automatic Protective Lighting Service and such other schedules as may be applicable to said service.
- Ownership of Automatic Protective Facilities.** The Company will install, own, operate and provide routine maintenance to the lighting unit including the fixture, lamp, ballast, photo-electric control, mounting brackets and all necessary wiring. The Company shall furnish all electric energy required for the operation of the unit. The Company shall have the right to refuse or discontinue service on this schedule, or to install shading devices on the lamps, if in the opinion of the Company; location of such service does or would pose a safety hazard or source of annoyance. This stipulation shall not be construed to impose any liability upon Company to Customer or any other person by reason thereof and Company shall not be liable or responsible for any loss, injury or damage which may result from the location of the service provided. The 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.
- Attachments.** Attachments to company owned facilities are disallowed unless prior written approval has been obtained from the Company. The Company has no ownership or rights in any non-facility attachments and no obligations to repair or maintain 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.
- Illumination Schedule.** The daily operating schedule for illumination shall be approximately one-half hour after sunset until one-half hour before sunrise.
- Agreement Term.** Upon the Effective Date, this Agreement shall be for a term of 3 years and, if not then terminated by at least 30 days' prior written notice by either party, shall continue until so terminated. Customer

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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 charges for the Automatic Protective Lighting Service 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 service on this schedule. 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. Emailed documents shall be considered the original document.
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.
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.
14. **Special Provisions** (If applicable; Change of Effective Date, Responsible Party, etc.) –

SIGNATURE PAGE FOLLOWS

Northern States Power Company, a Wisconsin corporation and wholly owned subsidiary of Xcel Energy Inc.



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:

QRB

By:

Title:

General Manager

Title:

Date:

3/9/21

Date:

XCEL ENERGY USE ONLY	Date:
Xcel Energy Outdoor Lighting Consultant	5811149

CHIPPEWA FALLS POLICE DEPARTMENT
APPLICABLE OFFENSE CRITERIA FOR
OPERATOR (BARTENDER) LICENSE APPLICATION/RENEWAL

The applicant will be denied if:

1. The applicant has been convicted of two (2) applicable offenses within thirty-six (36) months of the filing of the application; AND
2. One (1) of the above convictions must have been committed within twelve (12) months of the date of application; OR
3. The applicant has been convicted of any one of the following offenses within thirty-six (36) months of the filing of the application: Obstructing/Resisting an Officer, Battery, Delivery of a Controlled Substance, or Maintaining a Drug House.

Licensed Premises Violations

No licensed bartender
Serving without a license
Permitting underage person on premises
Serving underage person
Open after hours
Possession of illegal stock
Gambling violations
Juvenile providing entertainment
Failure to allow inspection
Sale to an intoxicated person

Individual Alcohol Violations

Underage presence in place of sale
Underage consumption
OWI
Absolute sobriety
Open intoxicants in a motor vehicle
Transportation of alcohol by a minor
Falsely representing age
Furnishing alcohol to an underage person
Open container
Adult permitting or failing to take action.

Other Violations

Drug possession
Possession of drug paraphernalia
Disorderly conduct
Obstructing an officer
Resisting an officer
Battery
Delivery of a controlled substance
Maintaining a drug house

- **7.09 - PARKING RESTRICTIONS.**

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION

(1)

NO PARKING.

(a)

To protect the surface and subsurface of City streets, alleys and parking lots, no person shall park any semi-drop trailer not hooked up to its tractor on any street, alley or parking lot owned by the City. (Cr. #92-46)

1.

Subject to the provisions of §7.09(1)(a)2. below, no person owning or having control of any combination vehicle generally defined as a "semi" or "semi-trailer tractor" 40 or more feet in total length shall park the same or its attachments alone on any street, avenue, boulevard, alley, public parking lot, or other public way within the city limits. The provision of this section shall not be deemed to prohibit the lawful parking of such vehicle or its attachments upon any street for the actual loading or unloading of goods, wears, or merchandise provided, however, that the "loading and unloading" of goods, wears, or merchandise shall be limited to the actual time consumed in said operation. (Cr. #O-01-09)

2.

The Common Council may designate specific "semi", "semi-trailer tractor" or other truck parking zones, as an exception to this subsection, upon adoption of ordinance. (Cr. #O-01-09)