

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, May 23, 2022 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 May 9, 2022 Board of Public Works meeting. *(Attachment)*
2. Consider bids for Utility Forest Management Timber Harvest Project. Make recommendation to the Common Council. *(Handout)*
3. Consider conveyance of exclusive easement to TDS Telecom on Parcel #22809-0143-0375000 (West water tower). Make recommendation to the Common Council. *(Attachment)*
4. Consider conveyance of exclusive easement to TDS Telecom on Parcel #22808-0832-60140709 (South water tower). Make recommendation to the Common Council. *(Attachment)*
5. Consider conveyance of exclusive easement to TDS Telecom on Parcel #22908-3231-06250000 (Well Street lift station). Make recommendation to the Common Council. *(Attachment)*
6. Consider Street Light Agreement with Xcel Energy for Carli Court. Make recommendation to the Common Council. *(Attachment)*
7. Consider amendment to 2022-2026 Capital Improvement Plan in year 2026. Make recommendation to the Common Council. *(Handout)*
8. 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, May 18, 2022 at 10:00 AM by Mary Bowe.

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, MAY 9, 2022 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, May 9, 2022 at 5:30 PM. Attending were Mayor Greg Hoffman, Finance Manager Lynne Bauer, Alderperson Hayden Frey and Tom Hubbard. Director of Public Works Rick Rubenzer, P.E was absent. Also attending were Assistant City Engineer Bill McElroy, P.E. and those on the attached attendance sheet.

1. **Motion** by Hubbard, seconded by Bauer to approve the minutes of the April 25, 2022 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

Motion by Hoffman, seconded by Hubbard to move item #5 prior to #2. **All present voting aye. MOTION CARRIED.**

5. Assistant City Engineer Bill McElroy gave background information regarding the request to vacate and discontinue Greenway Street between Summit Avenue and Pine Ridge Avenue. It was at one time platted for a residential development that never occurred. McElroy indicated that no City utilities were located within the right of way, but there could possibly be private utilities. 100% of the adjacent homeowners were in favor of the discontinuance.

Motion by Hubbard, seconded by Frey to recommend the Common Council find it in the public interest to discontinue and vacate Greenway Street between Summit Avenue and unopened Pine Ridge Avenue with a utility easement for all existing utilities and to schedule a public hearing for the same. **All present voting aye. MOTION CARRIED.**

2. Assistant City Engineer McElroy notified the Board that this item was mistakenly added to the May 9th meeting and should instead be on the May 23rd, 2022 meeting. **No action taken.**

3. Assistant City Engineer McElroy gave an update on the yard waste gate. Street Maintenance and Utility Manager Rick Ruf is working on getting quotes on potential gate systems. **No action taken.**

4. Assistant City Engineer McElroy gave background information regarding the request to vacate and discontinue Nett Street between Bryant Street and Cliff Street. McElroy indicated that no City utilities were located within the right of way, but there could possibly be private utilities. 100% of the adjacent homeowners were in favor of the discontinuance.

Motion by Hubbard, seconded by Frey to recommend the Common Council find it in the public interest to discontinue and vacate Nett Street between Bryant Street and Cliff Street with a utility easement for all existing utilities and to schedule a public hearing for the same. **All present voting aye. MOTION CARRIED.**

6. Motion by Hubbard, seconded by Frey to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works adjourned at 5:42 PM.


William McElroy, PE
Assistant City Engineer

BOARD OF PUBLIC WORKS ATTENDANCE SHEET

DATE: 5/9/2022

NAME	ADDRESS	COMPANY REPRESENTING	PHONE #	EMAIL
Angela Lands	553 Summit Ave		715-944-8996	
Troy Rands	553 Summit Ave		715-944-8999	

**CONVEYANCE OF
EXCLUSIVE EASEMENT**

DOCUMENT NO.

This Conveyance of Non-Exclusive Easement (including exhibits hereto, this "Conveyance") is made as of the 3rd day of May, 2022 by the **City of Chippewa Falls**, its successors and assigns ("Grantor").

WHEREAS, GRANTOR is the owner of that certain land located at **Chippewa Falls Water Tower on Westwood Drive, WI 54729**

A part of the Southwest ¼ of the Southeast ¼, Section 1, Township 28 North, Range 9 West, City of Chippewa Falls, Chippewa County, Wisconsin. The parcel is more particularity described as follows:

NOW, THEREFORE, for valuable consideration of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby give, grant and convey to **TDS Metrocom LLC**, its successors and assigns ("Grantee"), a "non-exclusive" easement upon, in, under, across, and along the Burdened Parcel ("Easement") to construct, use, maintain, operate, alter, add to, repair, replace, and/or remove its facilities consisting of underground cables, wires, conduits, and for above ground equipment, and appurtenances for communication and/or other purposes under a portion of the certain real property described as follows:

See Exhibit A.

Commencing at the South ¼ corner of said Section 1; thence, N00°02'47"W, along the west line of the Southeast ¼ 1233.35 feet; thence S90°00'00"E, 39.41 feet to a point on the east right of way line of Westwood Drive and the POINT OF BEGINNING; thence, N00°01'19"E along said east right of way line of Westwood Drive, 20.00 feet, thence, S89°58'41"E, 20.00 feet; thence S00°01'19"W, 20.00 feet; thence, N89°58'41"W, 20.00 feet to the POINT OF BEGINNING.

RETURN TO

ATTN:

Sean Murry
525 Junction Rd
Madison, WI 53717

PIN: 22809-0143-65450001

1. **Grantee** may construct, use, maintain operate, alter, add to, repair, replace, and/or remove its facilities consisting of electronic telecommunications cabinets, underground cables, wires, ducts and conduits, and for appurtenances for communication and/or other purposes pertaining to the operation of Grantee's telecommunications systems upon, in, under, over, across, and along an easement area, non-exclusive anchor along those portions of the Burdened Parcel (" 20' x 20' ") as more particularly described and depicted on Exhibit A.
2. **Grantee** shall have the right of ingress to and egress from the land of the Grantor for the purpose of exercising the rights herein granted, and the right to cut down and control the future growth of all trees and brush which may, in Grantee's sole but reasonable judgment, interfere with Grantee's use of the Easement.
3. **Grantee** agrees that it will pay the reasonable value of actual physical damage done to the Burdened Parcel, arising at any time out of the exercise by it of the rights herein granted.
4. **Grantor** covenants not to erect any structure upon the aforesaid real property that would interfere with Grantee's use of said easement and this covenant shall be binding upon Grantor's successors and assigns.
5. **Grantor** agrees that all facilities consisting of poles, pedestals, underground cables and wires, and for appurtenances for communication and/or other purposes pertaining to the operation of Grantee's telecommunications systems, installed on or above the Burdened Parcel at the Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee.
6. **Grantor** reserves for itself and its successor and assigns the right to use any portion of the Burdened Parcel, within or without the Easement Area, in any reasonable manner, provided such use does not interfere with or unduly inconvenience Grantee's full use and enjoyment of the Easement granted to Grantee herein.
7. **Grantor** covenants that they are the owners of the above described lands and the said lands are free and clear of encumbrances and liens of whatsoever character, except those personally held by the Grantor.
8. **Grantor** agrees to give ingress and egress rights to said driveway on property in install structure and maintain structure. No vehicle will be parked on driveway overnight.
9. **Grantee** will remove said structure and any other communication facilities and release land back to municipality if no longer space in needed.

TDS TELECOM USE ONLY

Company No. 0933

Easement No. ECHI-22-003

Exchange No. 0907

WBS Element: TC-210907021

DATED: _____

By _____ (SEAL)

[_____]

By _____ (SEAL)

[_____]

STATE OF WISCONSIN)
) SS.
County of Chippewa)

On this day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared

 known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same.

Witness my hand and official seal

Signature of Notary

Printed Name of Notary

Notary Public _____ County,

My Commission Expires: _____, 20____

The instrument was drafted by: Lily Bradley TDS Telecom
Insertions by: Scheffler Land Surveying LLC

EASEMENT DESCRIPTION

Located in the Southwest 1/4 of the Southeast 1/4, Section 1, Town 28 North, Range 9 West, City of Chippewa Falls, Chippewa County, Wisconsin

SURVEYOR'S CERTIFICATE:

I, James M. Scheffler, Professional Land Surveyor in the State of Wisconsin, do hereby certify that by the order of TDS Telecom, I have surveyed and mapped and made this survey according to the official records and that to the best of my knowledge and belief the accompanying map is a true and correct representation thereof. I also certify that I have complied with provisions of Chapter A-E7 of the Wisconsin Administrative Code.

Dated this _____ day of _____, 2022.

James M. Scheffler, Wisconsin Professional Land Surveyor, S-2897

PARCEL # 22809-0143-03750000

OWNER: CITY OF CHIPPEWA FALLS

Proposed Easement Description

A part of the Southwest 1/4 of the Southeast 1/4, Section 1, Township 28 North, Range 9 West, City of Chippewa Falls, Chippewa County, Wisconsin. The parcel is more particularly described as follows:

Commencing at the South 1/4 corner of said Section 1; thence, N00°02'47"W, along the west line of the Southeast 1/4 1233.35 feet; thence, S90°00'00"E, 39.41 feet to a point on the east right of way line of Westwood Drive and the POINT OF BEGINNING; thence, N00°01'19"E along said east right of way line of westwood Drive, 20.00 feet; thence, S89°58'41"E, 20.00 feet; thence, S00°01'19"W, 20.00 feet; thence, N89°58'41"W, 20.00 feet to the POINT OF BEGINNING.

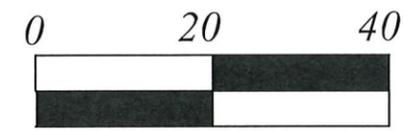
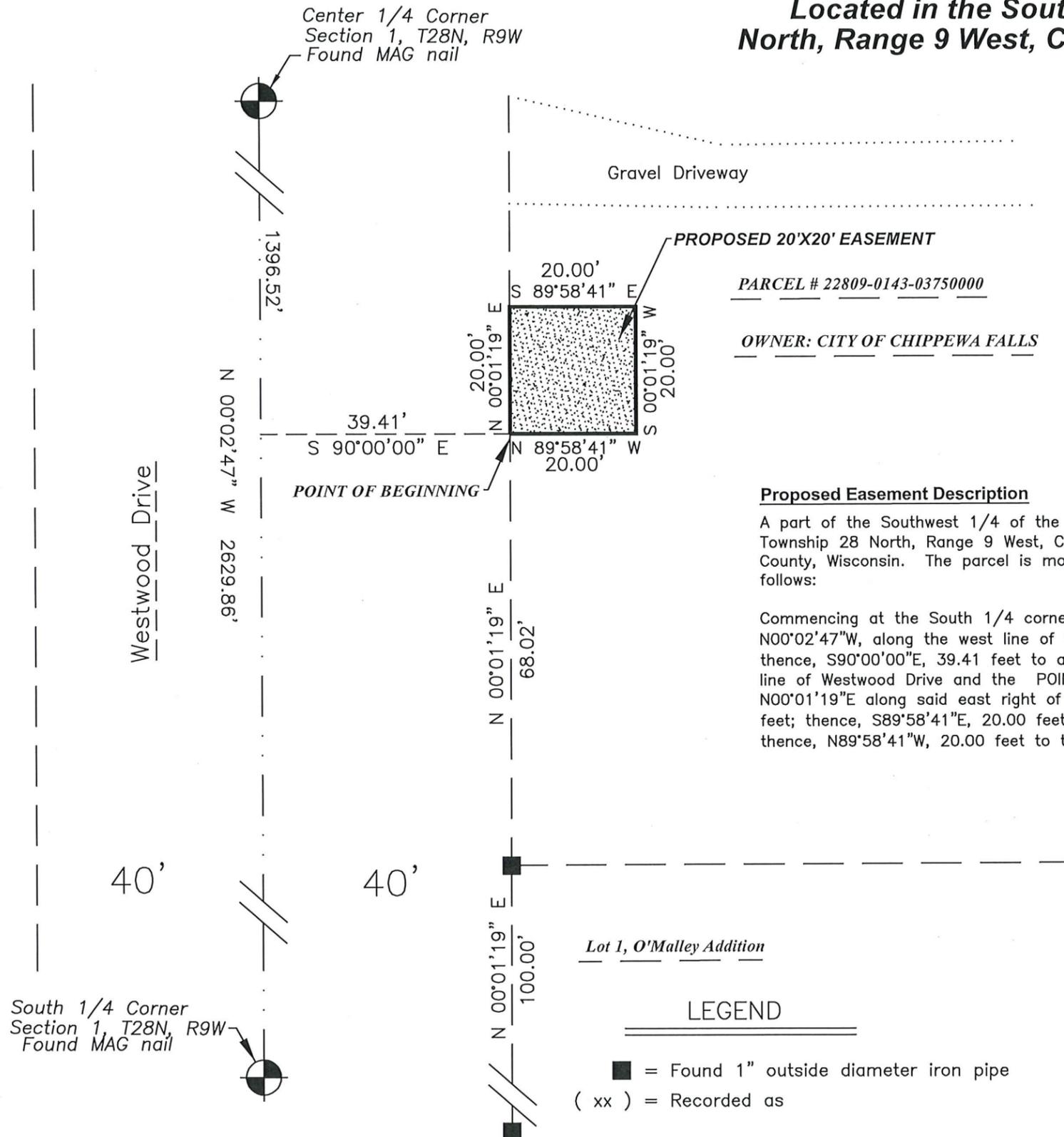
Lot 1, O'Malley Addition

LEGEND

- = Found 1" outside diameter iron pipe
- (xx) = Recorded as



FIELD WORK COMPLETED ON 5-2-2022



SCALE 1"=20'

BEARINGS SHOWN ARE REFERENCED TO THE WEST LINE OF THE SOUTHEAST 1/4 WHICH IS ASSUMED TO BEAR N00°02'47"W

SCHEFFLER LAND SURVEYING LLC
17681 120th Avenue
Chippewa Falls, WI 54729

ph: (715) 308-3010

**CONVEYANCE OF
EXCLUSIVE EASEMENT**

DOCUMENT NO.

This Conveyance of Non-Exclusive Easement (including exhibits hereto, this "Conveyance") is made as of the 3rd day of May, 2022 by the **City of Chippewa Falls**, its successors and assigns ("Grantor").

WHEREAS, GRANTOR is the owner of that certain land located at **631 Chippewa Street, Chippewa Falls, WI, 54729**

Part of Lot 12, Block 7, Mcbean's Addition to Greenville, Section 8, Town 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin. The parcel is more particularly described as follows:

NOW, THEREFORE, for valuable consideration of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby give, grant and convey to **TDS Metrocom LLC**, its successors and assigns ("Grantee"), a "non-exclusive" easement upon, in, under, across, and along the Burdened Parcel ("Easement") to construct, use, maintain, operate, alter, add to, repair, replace, and/or remove its facilities consisting of underground cables, wires, conduits, and for above ground equipment, and appurtenances for communication and/or other purposes under a portion of the certain real property described as follows:

See Exhibit A.

BEGINNING at the Northwest corner of said Lot 12; thence, N89°53'21"E, along the north line, 20.00 feet; thence, S00°21'27"W, 20.00 feet; thence S89°53'21"W, 20.00 feet to a point on the east right of way line; thence, N00°21'27"E along said east right of way line, 20.00 feet to the POINT OF BEGINNING.

RETURN TO

ATTN:

Sean Murry
525 Junction Rd
Madison, WI 53717

PIN: 22808-0832-6014709

1. **Grantee** may construct, use, maintain operate, alter, add to, repair, replace, and/or remove its facilities consisting of electronic telecommunications cabinets, underground cables, wires, ducts and conduits, and for appurtenances for communication and/or other purposes pertaining to the operation of Grantee's telecommunications systems upon, in, under, over, across, and along an easement area, non-exclusive anchor along those portions of the Burdened Parcel (" 15' x 30' ") as more particularly described and depicted on Exhibit A.
2. **Grantee** shall have the right of ingress to and egress from the land of the Grantor for the purpose of exercising the rights herein granted, and the right to cut down and control the future growth of all trees and brush which may, in Grantee's sole but reasonable judgment, interfere with Grantee's use of the Easement.
3. **Grantee** agrees that it will pay the reasonable value of actual physical damage done to the Burdened Parcel, arising at any time out of the exercise by it of the rights herein granted.
4. **Grantor** covenants not to erect any structure upon the aforesaid real property that would interfere with Grantee's use of said easement and this covenant shall be binding upon Grantor's successors and assigns.
5. **Grantor** agrees that all facilities consisting of poles, pedestals, underground cables and wires, and for appurtenances for communication and/or other purposes pertaining to the operation of Grantee's telecommunications systems, installed on or above the Burdened Parcel at the Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee.
6. **Grantor** reserves for itself and its successor and assigns the right to use any portion of the Burdened Parcel, within or without the Easement Area, in any reasonable manner, provided such use does not interfere with or unduly inconvenience Grantee's full use and enjoyment of the Easement granted to Grantee herein.
7. **Grantor** covenants that they are the owners of the above described lands and the said lands are free and clear of encumbrances and liens of whatsoever character, except those personally held by the Grantor.
8. **Grantor** agrees to give ingress and egress rights to said driveway on property in install structure and maintain structure. No vehicle will be parked on driveway overnight.
9. **Grantee** will remove said structure and any other communication facilities and release land back to municipality if no longer space in needed.

TDS TELECOM USE ONLY

Company No. 0933

Easement No. ECHI-22-001

Exchange No. 0907

WBS Element: TC-210907022

DATED: _____

By _____ (SEAL)

[_____]

By _____ (SEAL)

[_____]

STATE OF WISCONSIN)
) SS.
County of Chippewa)

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared

known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same.

Witness my hand and official seal

Signature of Notary

Printed Name of Notary

Notary Public _____ County,

My Commission Expires: _____, 20____

The instrument was drafted by: Lily Bradley TDS Telecom
Insertions by: Scheffler Land Surveying LLC

EASEMENT DESCRIPTION

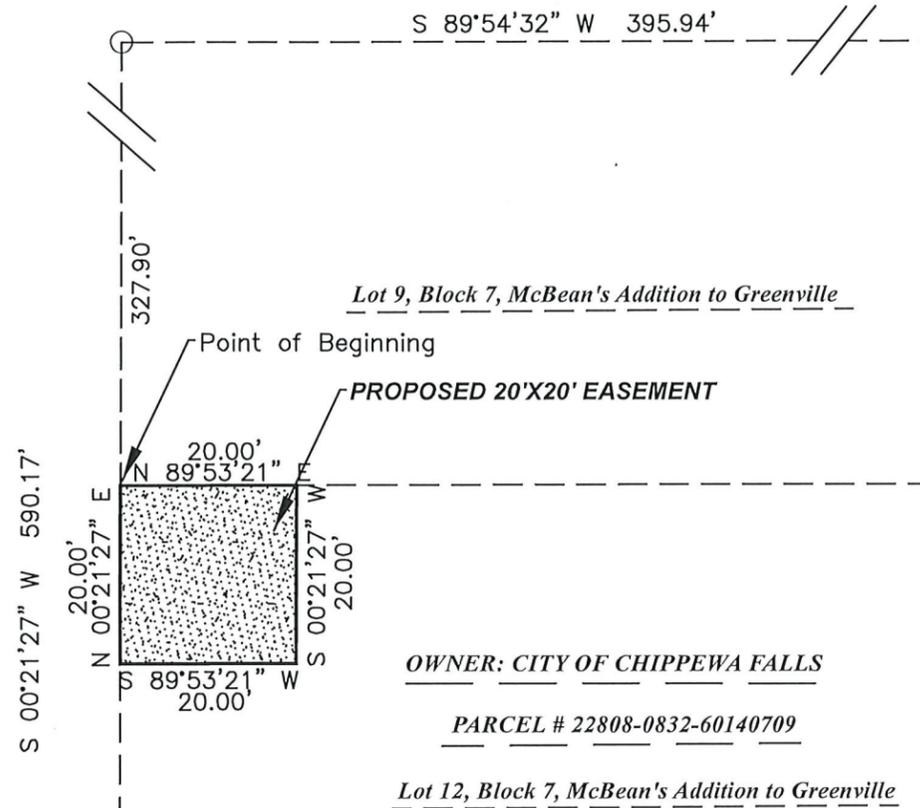
**Part of Lot 12, Block 7, Mcbean's Addition to Greenville,
Section 8, Town 28 North, Range 8 West, City of Chippewa
Falls, Chippewa County, Wisconsin**

SURVEYOR'S CERTIFICATE:

I, James M. Scheffler, Professional Land Surveyor in the State of Wisconsin, do hereby certify that by the order of TDS Telecom, I have surveyed and mapped and made this survey according to the official records and that to the best of my knowledge and belief the accompanying map is a true and correct representation thereof. I also certify that I have complied with provisions of Chapter A-E7 of the Wisconsin Administrative Code.

Dated this _____ day of _____, 2022.

James M. Scheffler, Wisconsin Professional Land Surveyor, S-2897



OWNER: CITY OF CHIPPEWA FALLS

PARCEL # 22808-0832-60140709

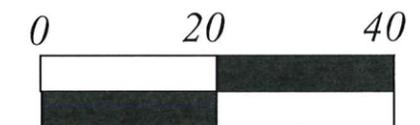
Lot 12, Block 7, McBean's Addition to Greenville

Lot 16, Block 7, McBean's Addition to Greenville

Proposed Easement Description

Part of Lot 12, Block 7, Mcbean's Addition to Greenville, Section 8, Town 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin The parcel is more particularity described as follows:

BEGINNING at the Northwest corner of said Lot 12; thence, N89°53'21"E, along the north line, 20.00 feet; thence, S00°21'27"W, 20.00 feet; thence, S89°53'21"W, 20.00 feet to a point on the east right of way line; thence, N00°21'27"E along said east right of way line, 20.00 feet to the POINT OF BEGINNING.



SCALE 1"=20'

BEARINGS SHOWN ARE REFERENCED TO THE WEST LINE OF LOT 12, BLOCK 7, WHICH IS ASSUMED TO BEAR N00°21'27"E

SCHEFFLER LAND SURVEYING LLC
17681 120th Avenue
Chippewa Falls, WI 54729

ph: (715) 308-3010

Chippewa Street

33'

33'

LEGEND

■ = Found 0.75" iron rebar

○ = Set 1" outside diameter X 18" iron pipe weighing 1.13 pounds per linear foot

Set chisled X

S 89°52'51" W 396.04'

computed block corner

FIELD WORK COMPLETED ON 5-2-2022

**CONVEYANCE OF
EXCLUSIVE EASEMENT**

DOCUMENT NO.

This Conveyance of Non-Exclusive Easement (including exhibits hereto, this "Conveyance") is made as of the 3rd day of May, 2022 by the **City of Chippewa Falls**, its successors and assigns ("Grantor").

WHEREAS, GRANTOR is the owner of that certain land located at **Chippewa Falls Well Site on Well Street, Chippewa Falls, WI 54729**

A part of the Northeast ¼ of the Southwest 1/4, section 32, Township 29 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin. The parcel is more particularly described as follows:

NOW, THEREFORE, for valuable consideration of One Dollar (\$1.00) and other good and valuable consideration, Grantor does hereby give, grant and convey to **TDS Metrocom LLC**, its successors and assigns ("Grantee"), a "non-exclusive" easement upon, in, under, across, and along the Burdened Parcel ("Easement") to construct, use, maintain, operate, alter, add to, repair, replace, and/or remove its facilities consisting of underground cables, wires, conduits, and for above ground equipment, and appurtenances for communication and/or other purposes under a portion of the certain real property described as follows:

See Exhibit A.

BEGINNING at the Northeast corner of Lot 1 of Certified Survey Map number 2844 recorded in volume 13 on page 72 as Document number 699129; thence, N00°10'03"E along the west right of way line of Well Street, 20.00 feet; thence, S89°55'42"W, 20.00 feet; thence, S00°10'03"W, 20.00 feet to a point on the north line of said Lot 1; thence, N89°55'42"E along the north line of said Lot 1, 20.00 feet to the POINT OF BEGINNING.

RETURN TO

ATTN:

Sean Murry
525 Junction Rd
Madison, WI 53717

PIN: 22908-3231-06250000

1. **Grantee** may construct, use, maintain operate, alter, add to, repair, replace, and/or remove its facilities consisting of electronic telecommunications cabinets, underground cables, wires, ducts and conduits, and for appurtenances for communication and/or other purposes pertaining to the operation of Grantee's telecommunications systems upon, in, under, over, across, and along an easement area, non-exclusive anchor along those portions of the Burdened Parcel ("20' x 20' ") as more particularly described and depicted on Exhibit A.
2. **Grantee** shall have the right of ingress to and egress from the land of the Grantor for the purpose of exercising the rights herein granted, and the right to cut down and control the future growth of all trees and brush which may, in Grantee's sole but reasonable judgment, interfere with Grantee's use of the Easement.
3. **Grantee** agrees that it will pay the reasonable value of actual physical damage done to the Burdened Parcel, arising at any time out of the exercise by it of the rights herein granted.
4. **Grantor** covenants not to erect any structure upon the aforesaid real property that would interfere with Grantee's use of said easement and this covenant shall be binding upon Grantor's successors and assigns.
5. **Grantor** agrees that all facilities consisting of poles, pedestals, underground cables and wires, and for appurtenances for communication and/or other purposes pertaining to the operation of Grantee's telecommunications systems, installed on or above the Burdened Parcel at the Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee.
6. **Grantor** reserves for itself and its successor and assigns the right to use any portion of the Burdened Parcel, within or without the Easement Area, in any reasonable manner, provided such use does not interfere with or unduly inconvenience Grantee's full use and enjoyment of the Easement granted to Grantee herein.
7. **Grantor** covenants that they are the owners of the above described lands and the said lands are free and clear of encumbrances and liens of whatsoever character, except those personally held by the Grantor.
8. **Grantor** agrees to give ingress and egress rights to said driveway on property in install structure and maintain structure. No vehicle will be parked on driveway overnight.
9. **Grantee** will remove said structure and any other communication facilities and release land back to municipality if no longer space is needed.

TDS TELECOM USE ONLY

Company No. 0933

Easement No. ECHI-22-002

Exchange No. 0907

WBS Element: TC-210907023

DATED: _____

By _____ (SEAL)
[]

By _____ (SEAL)
[]

STATE OF WISCONSIN)
) SS.
County of Chippewa)

On this _____ day of _____ 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared

known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same.

Witness my hand and official seal

Signature of Notary

Printed Name of Notary

Notary Public _____ County,

My Commission Expires: _____, 20____

The instrument was drafted by: Lily Bradley TDS Telecom
Insertions by: Scheffler Land Surveying LLC

EASEMENT DESCRIPTION

Located in the Northeast 1/4 of the Southwest 1/4, Section 32, Town 29 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin

PARCEL # 22908-3231-06250000

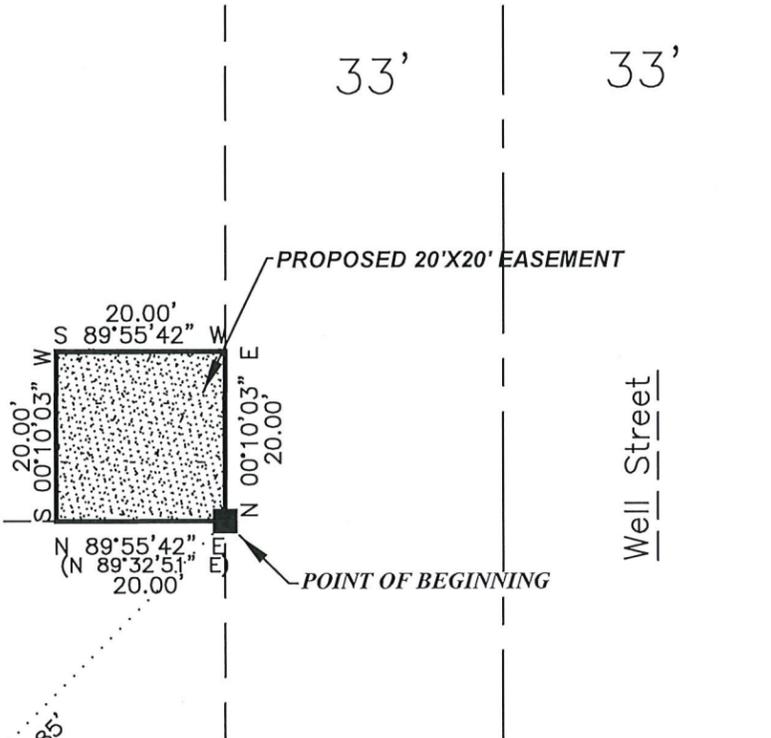
OWNER: CITY OF CHIPPEWA FALLS

NORTH LINE OF LOT 1, CSM #2844

Lot 1, Certified Survey Map #2844

Volume 13, Page 72, Document #699129

Southwest 32 Corner
Section 32, T29N, R8W
Found MAG Nail



SURVEYOR'S CERTIFICATE:

I, James M. Scheffler, Professional Land Surveyor in the State of Wisconsin, do hereby certify that by the order of TDS Telecom, I have surveyed and mapped and made this survey according to the official records and that to the best of my knowledge and belief the accompanying map is a true and correct representation thereof. I also certify that I have complied with provisions of Chapter A-E7 of the Wisconsin Administrative Code.

Dated this _____ day of _____, 2022.

James M. Scheffler, Wisconsin Professional Land Surveyor, S-2897

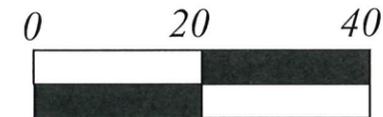
Proposed Easement Description

A part of the Northeast 1/4 of the Southwest 1/4, Section 32, Township 29 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin. The parcel is more particularly described as follows:

BEGINNING at the Northeast corner of Lot 1 of Certified Survey Map number 2844 recorded in volume 13 on page 72 as Document number 699129; thence, N00°10'03"E along the west right of way line of Well Street, 20.00 feet; thence, S89°55'42"W, 20.00 feet; thence, S00°10'03"W, 20.00 feet to a point on the north line of said Lot 1; thence, N89°55'42"E along the north line of said Lot 1, 20.00 feet to the POINT OF BEGINNING.

LEGEND

■ = Found 0.75" diameter iron rebar



SCALE 1"=20'

BEARINGS SHOWN ARE REFERENCED TO THE NORTH LINE OF LOT 1 OF CERTIFIED SURVEY MAP # 2844 WHICH IS ASSUMED TO BEAR N89°55'42"E

SCHEFFLER LAND SURVEYING LLC
17681 120th Avenue
Chippewa Falls, WI 54729

ph: (715) 308-3010



FIELD WORK COMPLETED ON 5-2-2022



7. **Payment.** Customer will receive a monthly statement from Company reflecting service for streetlights identified in this Agreement and payment shall be rendered on or before the due date. Customer also understands that if payment is not made, Company shall have the right to discontinue streetlight operations and maintenance services covered under this Agreement and Customer's liability shall not be avoided nor any right of the Company waived by said discontinuation. A one percent (1%) per month late payment charge will be applied to outstanding charges unpaid 20 days after the date of billing.
8. **Equipment Damage; Prevention of Service.** In the event Company is prevented from performing the agreement wholly or in part by reason of any cause not reasonably within its control, including fire, explosion, flood, strike or unavoidable accident, Federal, State or Municipal interference, Company will (except in the event of a practically total destruction of its property or a practically total suspension of its business) proceed with all reasonable diligence to put itself and its works in condition to resume and continue that supply of electric energy and the performance of the agreement. During the existence of such interruption or cessation, Company will furnish as much electric energy and other service called for by the agreement as it is able to furnish, pro-rata, with the rightful requirements of its own uses and the uses of other customers. In the event of the total or partial interruption of service by reason of any cause not within the control of Company, including the above mentioned causes, it is understood that Company shall not be liable for damages caused by such interruption of service, except to the extent of a pro-rata reduction in the compensation agreed upon.
9. **Understanding of the Parties.** This Agreement contains, with respect to the specific services to be performed by Company, the entire understanding of the parties, and shall supersede any other oral or written agreements. No course of prior dealing, usage of trade and course of performance shall be used to modify, supplement or explain any terms of this Agreement.
10. **No Implied Waiver.** Failure by Company at any time or from time to time to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of Company's right, to thereafter enforce each and every provision hereof.
11. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Wisconsin (as opposed to conflicts of laws provisions) as though all acts and omissions contemplated hereby or related hereto occurred in Wisconsin. If any provision of this Agreement is determined by a court to be unenforceable, then such provision will be deemed null and void but the remaining provisions shall be enforceable according to their terms.
12. **Transfer of Rights.** This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns, provided that written consent of the non-assigning party is first received. Notwithstanding the foregoing, the parties agree that the Company may assign its rights or obligations to its parent or any of its affiliates without the written consent of the Customer. All other assignments or transfers of rights or obligations established hereunder without the advance written consent of the other party are void.
13. **Notices.** All Customer notices under this Agreement shall be sent or delivered to Customer's Billing Address. All Company notices under this Agreement shall be sent or delivered to 1414 W. Hamilton Ave, Attn: Outdoor Lighting Services, PO Box 8, Eau Claire, WI 54702-0008.

SIGNATURE PAGE FOLLOWS



In consideration of the forgoing mutual promises, the sufficiency of which the parties acknowledge, the parties' respective authorized agents execute this Agreement:

Customer:

Xcel Energy:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



XCEL ENERGY USE ONLY	Date:
Xcel Energy Outdoor Lighting Consultant	
Xcel Energy Contract Code:	5767701



EXHIBIT 1

Approved Non-facility Attachments

Street Sign: (Placed at all intersections)

Flag: (Flags and banners would be alternated on poles)

Banner: (Flags and banners would be alternated on poles)