

**Chippewa County
Facilities & Parks Committee
Regular Meeting
February 11, 2026
Chippewa County Courthouse, Room 302
8:00 AM**

1. Call to Order

The Chair called the meeting to order at 08:28 AM.

2. Roll Call

Members Present:

George Rohmeyer, Jr., Karen Lotts, Chuck Hull

Members Absent:

Dennis Bachman, Timothy Goettl, James Meinen

Others Present:

Andy Albarado

Due to lack of a quorum, Chuck Hull, County Board Chair participated in the meeting as an ex-officio member as authorized in Sec 2-60(c)(7) of the ordinance.

3. Members of the Public Wishing to Be Heard

(Comments will be limited to 5 minutes per speaker.)

There were no members of the public wishing to be heard.

4. Consent Agenda

(Unless separation of an item is requested, all items will be adopted under one motion.)

1. Approve the Agenda
2. Approve the Minutes - November 19, 2025
 - A. 2025-11-19 Facilities & Parks Committee Full Minutes V1
3. Schedule Next Meeting Date - March 25, 2026 at 8:00 AM

5. Reports

1. Capital Improvement Projects Update - Scott Nabbefeld

Director Nabbefeld updated the Committee on the status of the current Capital Improvement Projects.

2. Facilities & Parks Division Dashboard Review - Scott Nabbefeld

Director Nabbefeld discussed the dashboard with the Committee.

3. Parks & Campgrounds Financial Report - Scott Nabbefeld

The parks financials were reviewed with the Committee.

4. Natural Gas Curtailment Report - Scott Nabbefeld

Director Nabbefeld informed the Committee of the impact of the recent Natural Gas Curtailment. Supervisor Hull requested to know the decreased therm rate. Director Nabbefeld will find and provide that information to the Committee.

6. Business Items

1. 2027-2031 Capital Improvement Recommendation/Report - Scott Nabbefeld

Director Nabbefeld went over the 5 year Capital Improvement Project summary with the Committee. The Committee has no changes and voted to forward to the County Administrator.

2. Resolution Authorizing Chippewa County to Enter into a Lease Agreement with Xcel Energy for the Operation of the Boat Landing on Lake Wissota Formerly Known as the Rod & Gun Boat Landing and Establishing a Non-Lapsing Fund for Future Capital Needs - Andy Albarado

Administrator Albarado explained the Xcel Energy boat landing, lease, and financial impact with the Committee. A motion was made to approve and forward to the County Board.

This item was reviewed by the committee and will be forwarded to the County Board for review at the March 10, 2026 meeting.

7. Agenda Items for Future Consideration

There were no items for future consideration.

8. Adjourn

The meeting was adjourned at 9 am.

02/11/2026 F&P Committee Meeting CIP Update

2024

- **Department of Human Services/County Board Room 302 Space Study:**

Approved Budget: **\$600,00**

Design: Beginning discussions with DHS to determine needs

2025

- **Morgue:**

Approved Budget: **\$750,000**

Design: ON HOLD

- **Courthouse Security Upgrade Project(s):**

Approved Budget: **\$750,000**

(Phase I - Exterior Door Modifications, Duress Alarm Replacement, Camera Upgrade/Recognition Software & Hardware)

(Phase II - DOA Office Suite)

Design – Phase I: Wold- September 2025

Bid Out/Award – Phase I: October 2025

Construct (Phase I): Contracts secured with Access Security & Laforce

Design – Phase II: To Be Determined

Exit 2 doors and frame have been replaced

Exit 3B & Entrance 6 exit devices installed

Access Security to schedule installation of Duress System

- **Building Automation System Upgrade:**

Approved Budget: **\$500,000**

Design: January, 2024 – November, 2024

Bid Out/Award: January, 2025

Low Bid: Johnson Controls (prime) & Roshell Electric (sub-contractor) - \$484,569

Construct: April, 2025 – November, 2025

Johnson Controls finishing graphics updates

- **Uninterruptable Power Supply (UPS) Project:**

Approved Budget: **\$100,000**

Design: No design needed

Bid Out/Award: 5 bids received 9/4/2025- Bid awarded to Hudson Electric

Construct: End of Nov/beginning of Dec.

Equipment has been delivered

Installation Feb 2026/startup on March 9, 2026

02/11/2026 F&P Committee Meeting CIP Update

- **Government Center Water Heater Project:**

Approved Budget: **\$90,000**

Design: Apex to have design done in September

Bid Out/Award: Three bids received on Oct. 16- bid awarded to Badger State

Construct: To Be Determined

Water Heaters, expansion tank, and mixing valve have been installed

Waiting on final punch list to be completed

2026

- **Sheriff's Department Hallway (Paint/Flooring) Project:**

Approved Budget: **\$175,000**

Design: On hold to combine with Remodel

Bid Out/Award: To Be Determined

Construct: To Be Determined

- **Otter Lake Day Park Fishing Pier-Pending Grant Award**

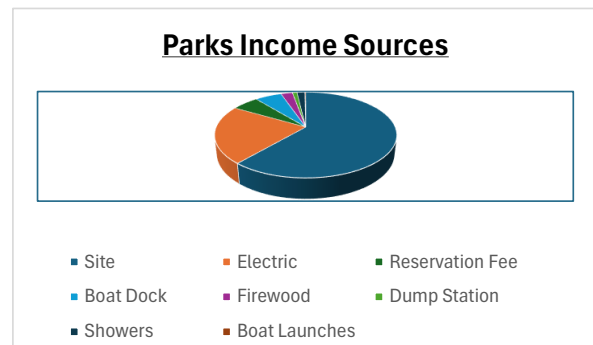
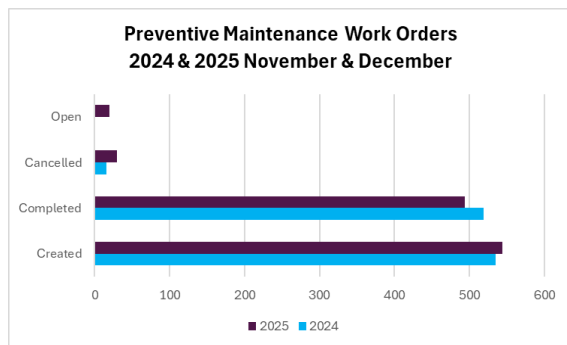
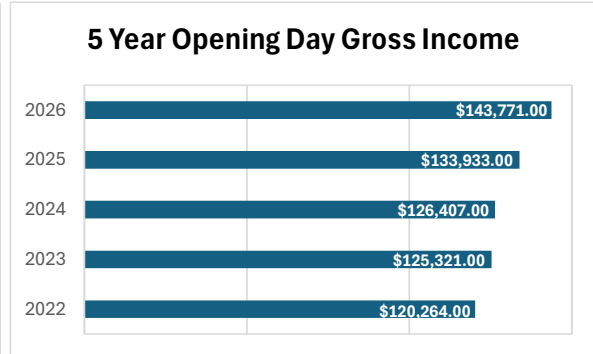
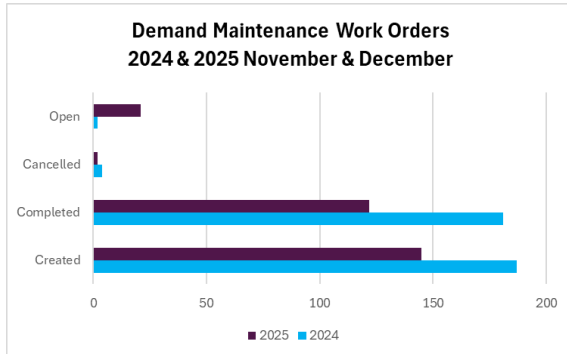
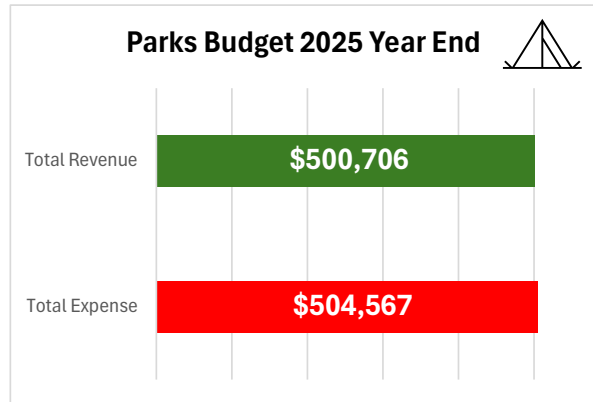
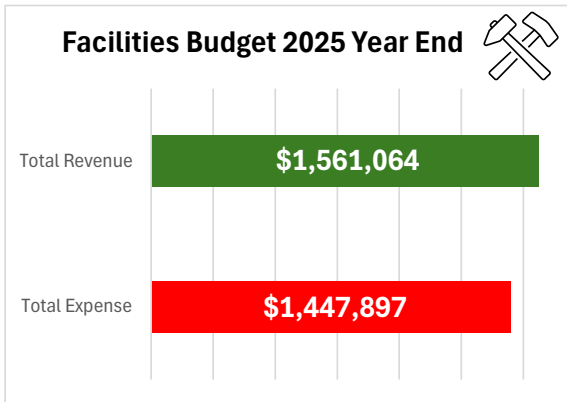
Approved Budget: **\$40,000**

Design: March – May, 2024

Bid Out/Award:- DNR Update - anticipate having federal approval and the state subaward contract for my signature within the month of April

Construct: April - May 2026

Facilities & Parks Dashboard



Capital Improvement Projects:

- **Courthouse Security** - Exit 2-door&frame replaced; exit devices next; Access Security to be scheduled
- **UPS Replacement** - Bid Awarded - Install 2/2026; Start Up March 9, 2026
- **Water Heater Replacement** - Punch List Issued- Expected Completion by 2/28/26
- **Parking Lot "A" Replacement** - Highway Assist
- **BAS Upgrade** - Final graphics
- **S.D. Hallways/Paint** - Combine future remodel
- **Otter Lake Fishing Pier** - Grant Award- April '26

Top Site Occupancies as of 1/30/26		
Park	Site	% Reserved
ME	9	88%
OL	13	78%
PP	20	86%
Total	All	43%
Sites 20-26 at Pine Point are all over 70% reserved.		

Park Budget Summary 2012 - 2026 (Revenues Expenditures)

	Year	Budget			Budget	Actual
		Total	Tax Levy	Park Revenue	Health Insurance - Salaries - Benefits	Health Insurance - Salaries - Benefits
1	2012	\$331,628	\$153,923	\$177,705	\$249,627	\$235,466
2	2013	\$333,209	\$179,286	\$153,923	\$267,855	\$227,095
3	2014	\$331,665	\$179,965	\$151,700	\$266,318	\$248,454
4	2015	\$337,835	\$186,137	\$151,698	\$270,505	\$247,331
5	2016	\$344,437	\$192,739	\$151,698	\$276,097	\$261,938
6	2017	\$344,437	\$192,739	\$151,698	\$271,227	\$288,808
7	2018	\$343,124	\$191,426	\$151,698	\$269,914	\$266,577
8	2019	\$364,496	\$194,103	\$170,393	\$282,356	\$289,508
9	2020	\$383,409	\$208,016	\$175,393	\$301,270	\$319,088
10	2021	\$420,598	\$230,198	\$190,400	\$338,459	\$313,052
11	2022	\$438,950	\$208,950	\$230,000	\$353,584	\$352,514
12	2023	\$449,111	\$210,111	\$239,000	\$360,485	\$355,097
13	2024	\$482,330	\$243,330	\$239,000	\$393,815	\$367,812
14	2025	\$490,999	\$246,172	\$244,827	\$399,499	\$394,601
15	2026	\$503,884	\$259,057	\$244,827	\$412,384	

	Year	Actual			Difference	
		Park Revenue	Total Revenue (Tax Levy + Park)	Total Expenditures	Under	Over
1	2012	\$146,271	\$300,194	\$312,225		\$12,031
2	2013	\$141,530	\$320,816	\$292,913	\$27,903	
3	2014	\$140,700	\$320,665	\$309,929	\$10,736	
4	2015	\$149,034	\$335,171	\$310,158	\$25,013	
5	2016	\$160,156	\$352,895	\$334,343	\$18,552	
6	2017	\$171,576	\$364,315	\$359,998	\$4,317	
7	2018	\$169,870	\$361,296	\$356,883	\$4,413	
8	2019	\$192,325	\$386,428	\$388,530		\$2,102
9	2020	\$237,024	\$445,040	\$426,677	\$18,363	
10	2021	\$237,732	\$467,930	\$416,315	\$51,615	
11	2022	\$224,872	\$433,822	\$433,355	\$467	
12	2023	\$226,788	\$436,899	\$449,633		\$522
13	2024	\$229,192	\$472,522	\$451,107	\$21,415	
14	2025	\$254,534	\$246,172	\$504,567		\$3,861
15	2026					

10 Year Occupational Summary & Opening Day Information

Park 10 Year Occupation (Around May 1st to September 15th)

YEAR	TOTAL DAYS PURCHASED	TOTAL DAYS AVAILABLE
2016	5,981	12,768
2017	6,346	13,200
2018	6,497	13,046
2019	6,496	13,056
2020	7,766	13,248
2021	7,896	13,046
2022	7,712	13,056
2023	7,732	13,056
2024	7,610	13,174
2025	7,519	13,402

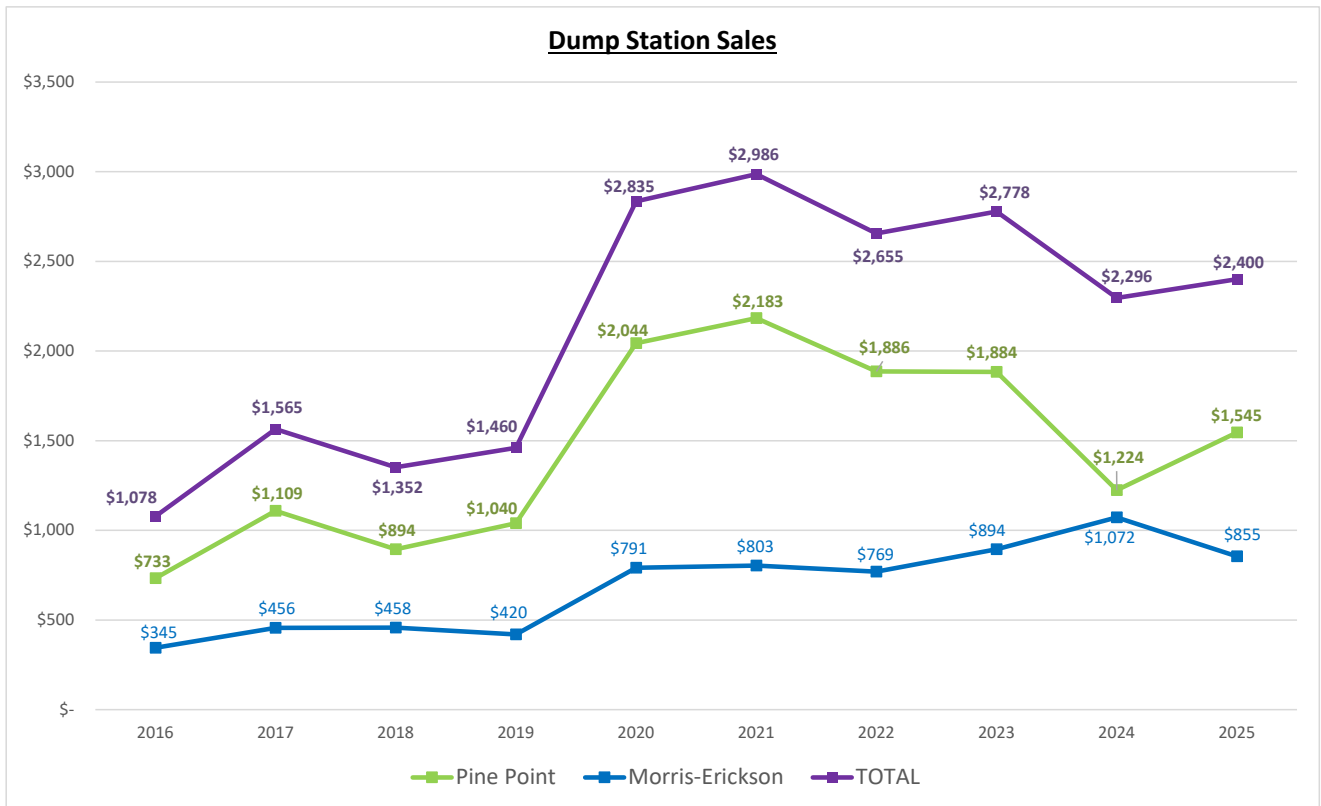
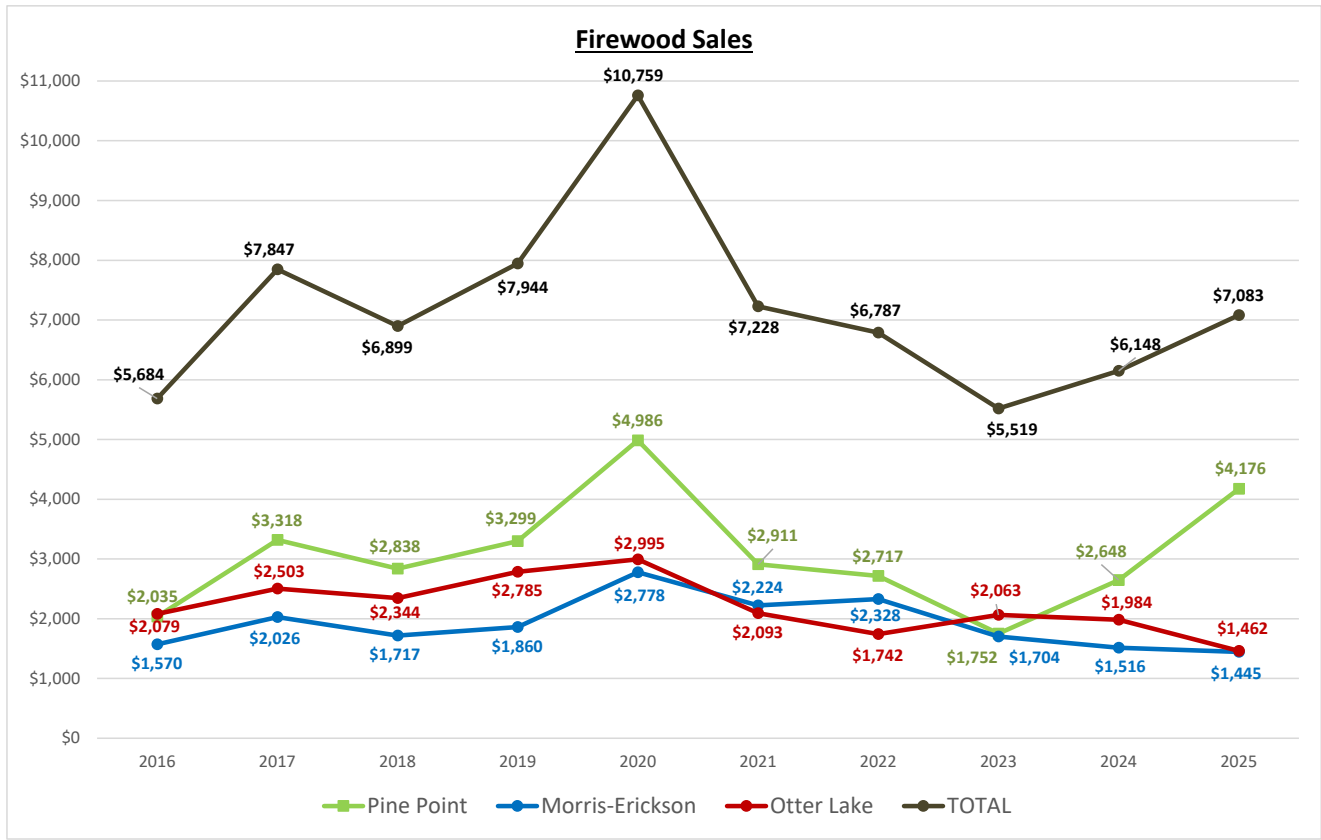
Park Occupancies by Year:

YEAR	MORRIS	OTTER	PINE
2016	43%	52%	47%
2017	45%	50%	49%
2018	48%	54%	48%
2019	47%	54%	49%
2020	53%	63%	60%
2021	55%	66%	60%
2022	53%	62%	61%
2023	55%	63%	60%
2024	52%	65%	58%
2025	52%	65%	58%

Opening Day Receipts:

YEAR	GROSS REVENUES	RESERVATIONS MADE
2016	\$58,499	531
2017	\$63,355	571
2018	\$59,535	571
2019	\$72,680	670
2020	\$80,858	749
2021	\$107,871	1031
2022	\$120,264	1120
2023	\$125,321	1173
2024	\$126,407	1113
2025	\$133,933	1106
2026	\$143,771	1181

10 YEAR FIREWOOD AND DUMP STATION SALES



Natural Gas Curtailment Event Report

Interruptible Gas Rates saving program:

During periods of peak gas demands such as bitter cold winter days, our gas customers may require more natural gas than is normally available. By participating in the Interruptible Gas Rates savings program, you'll agree to reduce your gas usage during periods of peak demand if we request you to do so. Participating in our Interruptible Gas Rate Savings rate program will allow you to pay significantly less per therm on your year-round gas usage.

Notice of curtailment:

Wednesday January 21, 2026 4:17 pm

Notice of end of curtailment:

Thursday January 29, 2026 11:40 am

Curtailment periods usually last a few days or less. This one was over a week. During this period, the boilers used about 600 gallons of oil in a 24-hour period. We have not had a curtailment event since 2021.

2027 - 2031 Capital Improvement Plan

Priority	Year	Department	Project	Total Expenditure	Date to be Reviewed by Committee	Source of Funding			
						Fund Balance	Sales Tax	Borrowing	Grants /Other
1	2027	Facilities & Parks	Otter Lake Dam Inspection	\$ 50,000.00	2/11/2026		\$ 50,000.00		
2	2027	Facilities & Parks	Park Master Plan Implementation	\$ 150,000.00	2/11/2026		\$ 150,000.00		
3	2027	Facilities & Parks	Parking Lot "B"	\$ 200,000.00	2/11/2026		\$ 200,000.00		
4	2027	Facilities & Parks	Courthouse & LEC Exterior Repairs & Cleaning	\$ 175,000.00	2/11/2026		\$ 175,000.00		
5	2027	Facilities & Parks	VFD's (10) Units	\$ 100,000.00	2/11/2026		\$ 100,000.00		
6	2027	Facilities & Parks	Jail Fire System Replacement - Phase I	\$ 50,000.00	2/11/2026		\$ 50,000.00		
7	2027	Facilities & Parks	Sheriff's Dept Remodel - Phase II	\$ 500,000.00	2/11/2026		\$ 500,000.00		
					2027 TOTAL:		\$ 1,225,000.00		
8	2028	Facilities & Parks	Otter Lake Dam - Phase II	\$ 100,000.00			\$ 100,000.00		
9	2028	Facilities & Parks	Jail Fire System Replacement	\$ 300,000.00			\$ 300,000.00		
10	2028	Facilities & Parks	Government Center - Misc. Painting	\$ 100,000.00			\$ 100,000.00		
11	2028	Facilities & Parks	Park Master Plan Implementation	\$ 150,000.00			\$ 150,000.00		
					2028 TOTAL:		\$ 650,000.00		
12	2029	Facilities & Parks	Module Cooling Units (2) - C.H.	\$ 100,000.00			\$ 100,000.00		
13	2029	Facilities & Parks	Roofs #13, #14, #15	\$ 175,000.00			\$ 175,000.00		
14	2029	Facilities & Parks	DHS/C.B. Room 302 - Phase II	\$ 1,200,000.00			\$ 1,200,000.00		
					2029 TOTAL:		\$ 1,475,000.00		
15	2030	Facilities & Parks	Public Health - Phase I	\$ 50,000.00			\$ 50,000.00		
16	2030	Facilities & Parks	1953 Prisoner Transport Elevator	\$ 125,000.00			\$ 125,000.00		
17	2030	Facilities & Parks	Conference Room 218 Remodel	\$ 100,000.00			\$ 100,000.00		
					2030 TOTAL:		\$ 275,000.00		
18	2031	Facilities & Parks	Public Health - Phase II	\$ 800,000.00			\$ 800,000.00		
19	2031	Facilities & Parks	Courthouse Pressurization Project	\$ 250,000.00			\$ 250,000.00		
20	2031	Facilities & Parks	Housing Authority & Extension	\$ 50,000.00			\$ 50,000.00		
21	2031	Facilities & Parks	Courthouse Directory/Info Hub	\$ 150,000.00			\$ 150,000.00		
					2031 TOTAL:		\$ 1,250,000.00		

Appendix DOA-304-A
**Capital Improvement Program (CIP)
 Justification Form**

Budget Year	Department Name	Project Name			
2027	DOA-Facilities & Parks	Otter Lake Dam Inspection			
Total Expenditure	Priority	Source of Funding			
		Fund Balance / Non-Lapsing	Sales Tax	Borrowing	Grants
\$50,000			\$50,000		
Project Description					
An engineering firm will be contracted to perform a thorough inspection of the Otter Lake Dam. The project will likely result in some necessary repairs to be performed on the dam.					
Project Justification					
The WI DNR requires this inspection every ten years. The last inspection was done in 2017 by Ayres Associates.					
Submitted by: <u>Scott Nabbefeld</u> Date: <u>02/04/2026</u>					

Appendix DOA-304-A
**Capital Improvement Program (CIP)
 Justification Form**

Budget Year	Department Name	Project Name			
2027	DOA-Facilities & Parks	Parks Master Plan Implementation			
Total Expenditure	Priority	Source of Funding			
		Fund Balance / Non-Lapsing	Sales Tax	Borrowing	Grants
\$150,000			\$150,000		
Project Description					
This project will include repairs, maintenance, and replacement of assets in the parks and campgrounds dictated by the Parks Master Plan.					
Project Justification					
The Parks Master Plan for 2027-2037 will be created and this will allow us to follow the plan for repairs, replacements, and maintenance at the parks and campgrounds.					
Submitted by: <u>Scott Nabbefeld</u> Date: <u>02/04/2026</u>					

Appendix DOA-304-A
**Capital Improvement Program (CIP)
 Justification Form**

Budget Year	Department Name	Project Name			
2027	DOA-Facilities & Parks	Parking Lot "B" Replacement			
Total Expenditure	Priority	Source of Funding			
		Fund Balance / Non-Lapsing	Sales Tax	Borrowing	Grants
\$200,000			\$200,000		
Project Description					
The project will replace the pavement in Parking Lot "B". The pavement nearing "end-of-life".					
Project Justification					
This parking lot experiences heavy semi-tractor use with deliveries to the Jail dock. This lot has also been subject to projects/cranes for projects like boiler replacement, chiller replacement, cooling tower replacement, and erection of the Verizon tower. These have had an impact on the life and condition of the lot.					
Submitted by: <u>Scott Nabbefeld</u> Date: <u>02/04/2026</u>					

Appendix DOA-304-A
**Capital Improvement Program (CIP)
 Justification Form**

Budget Year	Department Name	Project Name			
2027	DOA-Facilities & Parks	Courthouse & LEC Exterior Repairs & Cleaning			
Total Expenditure	Priority	Source of Funding			
		Fund Balance / Non-Lapsing	Sales Tax	Borrowing	Grants
\$175,000			\$175,000		
Project Description					
This would be limestone repair, tuckpointing, crack injection, and hot water pressure washing of the exterior of the Courthouse & LEC buildings.					
Project Justification					
The exterior of the Courthouse & LEC buildings has not been repaired or cleaned in a number of years. This will extend the life of the buildings and present a great looking appearance to the public.					
Submitted by: <u>Scott Nabbefeld</u> Date: <u>02/04/2026</u>					

Appendix DOA-304-A
**Capital Improvement Program (CIP)
 Justification Form**

Budget Year	Department Name	Project Name			
2027	DOA-Facilities & Parks	Variable Frequency Drives (VFDs) - Replacement			
Total Expenditure	Priority	Source of Funding			
		Fund Balance / Non-Lapsing	Sales Tax	Borrowing	Grants
\$100,000			\$100,000		
Project Description					
This will replace and upgrade the ten Variable Frequency Drives (VFDs) for equipment.					
Project Justification					
These VFD's were originally installed in 2002, which will make them 26 years old and at "end-of-life".					
Submitted by: <u>Scott Nabbefeld</u> Date: <u>02/04/2026</u>					

Appendix DOA-304-A
**Capital Improvement Program (CIP)
Justification Form**

Budget Year	Department Name	Project Name			
2027	DOA-Facilities & Parks	Jail Fire System Replacement - Phase I Design			
Total Expenditure	Priority	Source of Funding			
		Fund Balance / Non-Lapsing	Sales Tax	Borrowing	Grants
\$50,000			\$50,000		
Project Description					
This funding will allow for the design of an outdated Fire System serving the Jail and Sheriff's Department.					
Project Justification					
The existing fire system is twenty-five (25) years old and at/near "end-of-life".					
Submitted by: <u>Scott Nabbefeld</u> Date: <u>02/04/2026</u>					

Appendix DOA-304-A
Capital Improvement Program (CIP)
Justification Form

Budget Year	Department Name	Project Name			
2027	DOA-Facilities & Parks	Sheriff's Office Remodel - Phase II (Construction)			
Total Expenditure	Priority	Source of Funding			
		Fund Balance / Non-Lapsing	Sales Tax	Borrowing	Grants
\$500,000			\$500,000		
Project Description					
This funding will allow any remodeling determined by phase I of the project to be performed.					
Project Justification					
The Sheriff's Office has expressed space needs and new flooring and paint is at "end-of-life".					
Submitted by: <u>Scott Nabbefeld</u> Date: <u>02/04/2026</u>					

Appendix DOA-304-A
Capital Improvement Program (CIP)
Justification Form

Budget Year	Department Name	Project Name			
2028	DOA-Facilities & Parks	Otter Lake Dam - Phase II Maintenance & Repairs			
Total Expenditure	Priority	Source of Funding			
		Fund Balance / Non-Lapsing	Sales Tax	Borrowing	Grants
\$100,000			\$100,000		
Project Description					
This funding will allow for the maintenance & repair determined in the dam inspection to be performed.					
Project Justification					
Otter Lake Dam is old so we need to perform maintenance & repairs as needed and determined by inspections.					
Submitted by: <u>Scott Nabbefeld</u> Date: <u>02/04/2026</u>					

Appendix DOA-304-A
Capital Improvement Program (CIP)
Justification Form

Budget Year	Department Name	Project Name			
2028	DOA-Facilities & Parks	Jail Fire System Replacement - Phase II			
Total Expenditure	Priority	Source of Funding			
		Fund Balance / Non-Lapsing	Sales Tax	Borrowing	Grants
\$300,000			\$300,000		
Project Description					
This funding will allow for the replacement of the outdated Fire System serving the Jail and Sheriff's Department.					
Project Justification					
The existing fire system is twenty-five (25) years old and at / near "end-of-life".					
Submitted by: <u>Scott Nabbefeld</u> Date: <u>02/04/2026</u>					

Appendix DOA-304-A
Capital Improvement Program (CIP)
Justification Form

Budget Year	Department Name	Project Name			
2028	DOA-Facilities & Parks	Government Center - General Painting			
Total Expenditure	Priority	Source of Funding			
		Fund Balance / Non-Lapsing	Sales Tax	Borrowing	Grants
\$100,000			\$100,000		
Project Description					
This funding will allow for the general painting of the Courthouse facility.					
Project Justification					
Areas that will be addressed are / will be at "end-of-life".					
Submitted by: <u>Scott Nabbefeld</u> Date: <u>02/04/2026</u>					

Appendix DOA-304-A
Capital Improvement Program (CIP)
Justification Form

Budget Year	Department Name	Project Name			
2028	DOA-Facilities & Parks	Park Master Plan Implementation			
Total Expenditure	Priority	Source of Funding			
		Fund Balance / Non-Lapsing	Sales Tax	Borrowing	Grants
\$150,000			\$150,000		
Project Description					
Maintain and repair the parks & campgrounds as determined on the Parks Master Plan.					
Project Justification					
The parks & campgrounds are heavily used and we want to continue to repair & maintain them to look great for the public.					
Submitted by: <u>Scott Nabbefeld</u> Date: <u>02/04/2026</u>					

Appendix DOA-304-A
**Capital Improvement Program (CIP)
 Justification Form**

Budget Year	Department Name	Project Name			
2029	DOA-Facilities & Parks	Module Cooling Units (MCUs) Replacement			
Total Expenditure	Priority	Source of Funding			
		Fund Balance / Non-Lapsing	Sales Tax	Borrowing	Grants
\$100,000			\$100,000		
Project Description					
This project will allow for the replacement of two (2) Liebert Module Cooling Units (MCUs) that serve the Data Center					
Project Justification					
The existing MCUs are ~ seventeen (17) years old and nearing "end-of-life". The reliability of these cooling units is essential to maintaining operations within the Data Center.					
Submitted by: <u>Scott Nabbefeld</u> Date: <u>02/04/2026</u>					

Appendix DOA-304-A
Capital Improvement Program (CIP)
Justification Form

Budget Year	Department Name	Project Name			
2029	DOA-Facilities & Parks	Roof Replacement - Jail (Roofs 13, 14, & 15)			
Total Expenditure	Priority	Source of Funding			
		Fund Balance / Non-Lapsing	Sales Tax	Borrowing	Grants
\$175,000			\$175,000		
Project Description					
Replacement of roofs 13, 14, & 15 on the Jail.					
Project Justification					
The existing roofs on the 2002 Jail are ~ twenty-seven (27) years old The roofs are at / nearing "end-of-life".					
Submitted by: <u>Scott Nabbefeld</u> Date: <u>02/04/2026</u>					

Appendix DOA-304-A
Capital Improvement Program (CIP)
Justification Form

Budget Year	Department Name	Project Name			
2029	DOA-Facilities & Parks	Dept. Human Services & County Board Room - Phase II - Construction			
Total Expenditure	Priority	Source of Funding			
		Fund Balance / Non-Lapsing	Sales Tax	Borrowing	Grants
\$1,200,000			\$1,200,000		
Project Description					
This funding will allow for the remodeling/construction of DHS and potentially the County Boardroom.					
Project Justification					
The study/project was deemed necessary due to the additional staffing the department has acquired over the last few years, and also due to the change in the way services are provided. The master planning exercise will have taken a look at the current DHS operations and staffing levels. It will have considered the physical space and will provide some options on how the 3rd floor of the Courthouse could be reconfigured to efficiently accommodate the departments needs, while keeping in mind that the work space may require some flexibility for future growth. This planning exercise will have also consider how the existing County Boardroom fits into the plan, and if any changes are deemed necessary to this space at this time, as the DHS construction on the 3rd floor would make this a timely project.					
Submitted by: <u>Scott Nabbefeld</u> Date: <u>02/04/2026</u>					

Appendix DOA-304-A
Capital Improvement Program (CIP)
Justification Form

Budget Year	Department Name	Project Name			
2031	DOA-Facilities & Parks	Department of Public Health - Plan Development & C.D.'s			
Total Expenditure	Priority	Source of Funding			
		Fund Balance / Non-Lapsing	Sales Tax	Borrowing	Grants
\$50,000			\$50,000		
Project Description					
Determine the needs of the Public Health Department and design a plan for remodeling.					
Project Justification					
This funding will allow for a space study that is deemed necessary due to a few different variables: - Over the last few years P.H. has changed its staffing model, with some folks working from home. - Security issues have been brought forward that include the need for P.H. staff to bring clients back into their secured work space. - The overall office/staffing arrangement in P.H. is not very efficient. A new office layout would improve efficiencies and space usage. This planning exercise will take a look at the current P.H. operations and staffing levels. It will consider the physical space, and will provide some options on how the office space could be reconfigured to efficiently accommodate the departments needs. This will be completed while keeping in mind security aspects and also that the work space may require some flexibility for future growth.					
Submitted by: <u>Scott Nabbefeld</u> Date: <u>02/04/2026</u>					

Appendix DOA-304-A
**Capital Improvement Program (CIP)
 Justification Form**

Budget Year	Department Name	Project Name			
2030	DOA-Facilities & Parks	Courthouse - Prisoner Transport Elevator			
Total Expenditure	Priority	Source of Funding			
		Fund Balance / Non-Lapsing	Sales Tax	Borrowing	Grants
\$125,000			\$125,000		
Project Description					
This project will allow for the refurbishment of the existing elevator and the updating of the elevator controls.					
Project Justification					
The existing elevator and controls are ~ seventy-six (76) years old and are at / near "end-of-life". The reliability of the elevator is essential to maintaining a safe and secure route for the inmates from the Chippewa County jail to the courtrooms.					
Submitted by: <u>Scott Nabbefeld</u> Date: <u>02/04/2026</u>					

Appendix DOA-304-A
Capital Improvement Program (CIP)
Justification Form

Budget Year	Department Name	Project Name			
2031	DOA-Facilities & Parks	Conference Room Remodel for the Courts (Room 218)			
Total Expenditure	Priority	Source of Funding			
		Fund Balance / Non-Lapsing	Sales Tax	Borrowing	Grants
\$100,000			\$100,000		
Project Description					
Remodel Room 218 to become a conference room for the Courts.					
Project Justification					
Over the last five (5) - ten (10) years, two (2) court conference rooms were remodeled for different uses (Security Office & Court Commissioners Room). This funding will allow for Room 218 to be remodeled and converted into a conference room for the Courts.					
Submitted by: <u>Scott Nabbefeld</u> Date: <u>02/04/2026</u>					

Appendix DOA-304-A
Capital Improvement Program (CIP)
Justification Form

Budget Year	Department Name	Project Name			
2031	DOA-Facilities & Parks	Department of Public Health - Construction			
Total Expenditure	Priority	Source of Funding			
		Fund Balance / Non-Lapsing	Sales Tax	Borrowing	Grants
\$800,000			\$800,000		
Project Description					
Remodel Public Health area as determined by the needs of the department.					
Project Justification					
This funding will allow for the remodeling of the Public Health office suite. A previously completed space study will have developed a project scope that will resolve the issues / concerns noted in the area: - Over the last few years P.H. has changed its staffing model, with some folks working from home (need the correct mix of hard-walled offices and cubicles). - Security issues have been brought forward that include the need for P.H. staff to bring clients back into their secured work space (need to install adequate barriers and card access). - The overall office/staffing arrangement in P.H. is not very efficient. A new office layout will improve overall efficiencies and space usage.					
Submitted by: <u>Scott Nabbefeld</u> Date: <u>02/04/2026</u>					

Appendix DOA-304-A
Capital Improvement Program (CIP)
Justification Form

Budget Year	Department Name	Project Name			
2031	DOA-Facilities & Parks	Courthouse Pressurization Project			
Total Expenditure	Priority	Source of Funding			
		Fund Balance / Non-Lapsing	Sales Tax	Borrowing	Grants
\$250,000			\$250,000		
Project Description					
Testing and balancing to be done on the HVAC system and replace air handler ductwork to solve the issues.					
Project Justification					
The Courthouse has an over-pressurization issue due to inappropriately return/exhaust air ducting on many of the air handling units. This condition does not allow the exterior doors to properly close and lock at certain times of the year. The over-pressurization issue also leads to a facility that is not very energy efficient. The funding for this project would allow most of the air handling unit's ductwork to be reworked, which would resolve the majority of the issues noted.					
Submitted by: <u>Scott Nabbefeld</u> Date: <u>02/04/2026</u>					

Appendix DOA-304-A
Capital Improvement Program (CIP)
Justification Form

Budget Year	Department Name	Project Name			
2031	D.O.A. - Facilities & Parks Division	Housing Authority & UW Extension - Plan Development & C.D.s			
Total Expenditure	Priority	Source of Funding			
		Fund Balance / Non-Lapsing	Sales Tax	Borrowing	Grants
50,000			50,000		
Project Description					
This project will remodel the Housing Authority & Extension areas to make them more secure & adapt them to the department needs.					
Project Justification					
This funding will allow for a space study that is deemed necessary due to a few different variables: - Housing Authority has offices in two separate areas, and would really like to consolidate into one office suite - mostly to improve efficiencies. - Housing Authority has grown over the years, and space is currently pretty tight. - The Housing Authority and UW Extension offices have not been remodeled since 1992, the office finishes are at "end-of-life". - Standard (up to date) security improvements will be considered as the study is completed. - The overall office / staffing arrangement in the office suites may realize some improvement in efficiencies and space usage with a remodel. This planning exercise will take a look at the current operations and staffing levels of the Housing Authority and UW Extension offices. It will consider the physical space, and will provide some options on how the office space could be reconfigured to efficiently accommodate the departments needs. This will be completed while keeping in mind the most current security standards and also that the work space may require some flexibility for future growth.					
Submitted by: <u>Scott Nabbefeld</u> Date: <u>02/04/2026</u>					

Appendix DOA-304-A
Capital Improvement Program (CIP)
Justification Form

Budget Year	Department Name	Project Name			
2031	DOA-Facilities & Parks	Courthouse Directory/Information Hub (Cul-De-Sac)			
Total Expenditure	Priority	Source of Funding			
		Fund Balance / Non-Lapsing	Sales Tax	Borrowing	Grants
\$150,000			\$150,000		
Project Description					
This project will allow for the replacement of the existing Directories throughout the Courthouse (there are approximately twenty (20)). It will also allow for the installation of one (1) or two (2) electronic Directories at the main entrance(s) as well as some remodeling at the Cul-De-Sac.					
Project Justification					
This project will allow for the replacement of the existing Directories throughout the Courthouse (there are approximately twenty (20)). It will also allow for the installation of one (1) or two (2) electronic Directories at the main entrance(s) as well as some remodeling at the Cul-De-Sac. The existing Directories are of a type that do not allow them to be updated. When Departments move throughout the Courthouse, our only option is to tape over the Directories with updates, or reorder multiple Directories every time this happens. The new Directories would allow for the old department information to be removed and the new/updated department and location description to be slid into place. The project would also provide funding for electronic Directorie(s) that could provide some assistance with way-finding.					
Submitted by: <u>Scott Nabbefeld</u> Date: <u>02/04/2026</u>					

Department of Administration

Andy Albarado, County Administrator



January 14, 2026

TO: Executive Committee
Facilities & Parks Committee

FR: Andy Albarado

RE: Xcel Energy / Rod & Gun Boat Landing on Lake Wissota

In October 2025, I was contacted by Xcel Energy inquiring if Chippewa County would be interested in having a conversation about a new partnership involving what is currently the Rod & Gun boat landing on Lake Wissota. The agreement between Xcel Energy and the Rod & Gun Club concluded at the end of 2025, and the parties are not entering into a new agreement. Xcel Energy approached the County because of the existing lease agreement we have with Xcel for Pine Point Park & Campground and their desire for the operation of the landing to be consistent with the County's operation of other facilities. They indicated the partnership and lease agreement could be similar to what we currently have with Xcel at Pine Point. With this partnership Xcel Energy would retain ownership and the County would take over operating the boat landing in place of the Rod & Gun Club.

County staff and I met on-site with Xcel so we could view the property and assess conditions and operational considerations. Since then, I've met with staff to discuss this opportunity in more detail. I view this as a potential expansion of our parks operation. There is the downside of taking on more work/expense/responsibility, but Xcel Energy relayed that they believe the Rod & Gun Club has consistently experienced annual net revenue, as it has been a fee-based boat landing. The County would continue to operate it as a fee-based landing with revenues projected to cover the operational costs of operating the landing. The County also owns adjacent property (Reserve/Area 178 and Lueck's Landing), which creates additional possibilities for use of the property. In addition, the County has access to technology tools that could be implemented over the long term to assist us with managing the property. These include security improvements, as well as for fee collections.

The LCFM Director does not have any concerns from her standpoint. The Facilities & Parks Director has prepared a draft outline on how the department could manage this property if the County Board decides to support this initiative. A copy of those ideas is included on the next page. I've also attached an aerial map with the property circled in yellow for reference. It is not projected that any additional staff or equipment will be needed to operate and maintain the property. The Facilities & Parks Division has estimated an annual budget for operation of the property based on Rod & Gun's revenue/expense history and absorbing it into the County Facilities & Parks operation budget.

Facilities & Parks Estimated Annual Budget	
Revenue	
Launch Fees	\$17,000
Expenses	
Operations (staff hours/equipment)	\$7,500
Snow Removal	\$3,000
Restrooms (port-a-pot seasonal)	\$2,500
Electricity	\$1,200
Total Expenses	\$14,200

Create a Non-Lapsing Account

We do anticipate larger expenses in the future for dock replacement and pavement maintenance. If the County Board agrees to approve the lease, we would also recommend establishing a Non-lapsing fund so that any revenues in excess of expenses on an annual basis could be set aside for the landing to assist with these larger capital expenses in the future. The new non-lapsing fund would have a cap of \$50,000.

Lease Agreement

I am currently working with Corporation Counsel to finalize a proposed draft lease agreement. Lease agreement highlights include:

- One year lease term that automatically renews for successive terms unless terminated by either party
- \$500 annual lease fee
- County has ability to charge fees for trailer parking/use
- County is responsible for maintenance/upkeep/operations and costs incurred for such
- Xcel Energy is responsible for outdoor lighting and costs
- Property has to remain open/accessible to the public year-round (365 days a year)

Resolution for Consideration & Approval

The Facilities & Parks Committee will meet on February 11, 2026, to discuss this request. Our goal is to bring a resolution to that meeting. If the committee is supportive, then the resolution will go to the County Board on March 10, 2026, for consideration and approval. It is desired that should we choose to enter into a lease agreement with Xcel Energy, then Chippewa County would take over operating the property no later than May 1, 2026.

The property and its use fits within the scope of County operations, and our service to provide public access to recreation. It also will be a continued asset to the community and is a nice complement to our other landings on Lake Wissota and our other public recreation facilities throughout Chippewa County. It is a very nice property, with improved landing/launch facilities and ample paved parking. The condition and amenities of the property justify the launch fee. Without the launch fee, I don't believe the County could justify operating the facility. The proximity to other County property could also provide additional benefits in the future.

I'm confident in our staff assessment of the property and what it will take to operate it within our current Facilities & Parks operation. Our staff has been enthusiastic at the opportunity and have already identified ways to make the operation more secure and efficient in the future.

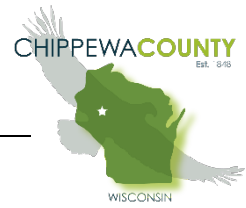
Sincerely,



Andy Albarado
County Administrator

Attachments

DOA – Facilities & Parks Division
Xcel Energy Boat Landing Operation Outline



DOCKS

The Parks crew will install the docks in the spring and remove them in the fall.

LAWN MOWING

The Parks crew will perform the lawn mowing once a week when they go to the Lake Hallie Tower site to mow grass. This will include lawn mowing, weed trimming, and garbage removal.

MONITORING

The Facilities staff will make a daily visit to the landing to monitor, empty the vault, and remove garbage.

LAUNCH FEES

Visitors launching boats will be able to pay with cash, check, or credit card at the landing. The vault will be emptied daily to avoid an abundance of cash in it.

To pay with cash or check – Visitors will take an envelope and indicate if it is for daily or annual. They will put the cash or check in the envelope, detach the stub from the envelope, and put the envelope in the vault. Then place the stub on the dash of their vehicle.

To pay with credit card – Visitors will scan the QR code to access the website for payments. They will make their payment online. Then take an envelope and mark the stub for daily or annual. They will detach the stub from the envelope and place the stub on the dash of their vehicle. In either case, if annual pass is selected, Facilities & Parks staff will send an annual permit sticker to the visitor to be attached to their vehicle. Below is an image of the envelope with a tear-off stub.

SNOW REMOVAL

The Highway Department will assist in removing snow on the driveway and parking lot. It will be a lower priority than the Courthouse parking lot.

RESTROOMS

Porta-potties will be placed at the landing for public to use.

Self-Serve Registration BOAT LAUNCH ENVELOPE See instructions on sign. <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="2" style="padding: 5px;">Boat Launch Name: Riverview Reserve Boat Launch</td></tr><tr><td style="width: 50%; padding: 5px;">1 Day Pass \$5.00</td><td style="width: 50%; padding: 5px;">Annual Pass \$30.00</td></tr><tr><td colspan="2" style="padding: 5px; text-align: center;">Please Circle One</td></tr></table> <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="2" style="padding: 5px;">First and Last Name:</td></tr><tr><td colspan="2" style="padding: 5px;">Address:</td></tr><tr><td style="width: 50%; padding: 5px;">City:</td><td style="width: 50%; padding: 5px;">State:</td></tr><tr><td style="padding: 5px;">Vehicle Make, Model, and License No.:</td><td style="padding: 5px;">Zip:</td></tr><tr><td colspan="2" style="padding: 5px;">Date:</td></tr></table>	Boat Launch Name: Riverview Reserve Boat Launch		1 Day Pass \$5.00	Annual Pass \$30.00	Please Circle One		First and Last Name:		Address:		City:	State:	Vehicle Make, Model, and License No.:	Zip:	Date:		Enclose Exact Fee (No Refunds), seal and insert envelope in deposit box. DETACH AND DISPLAY STUB ON DASHBOARD <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="padding: 5px;">1 Day Pass \$5.00</td></tr><tr><td style="padding: 5px;">Annual Pass \$30.00</td></tr></table> Please Circle One CHIPPEWACOUNTY Est. 1848 WISCONSIN <u>Display on Dash</u> Valid for this boat launch only Chippewa Co. Facilities & Parks 711 N. Bridge St, Room 012 Chippewa Falls, WI 54729 715-726-7882	1 Day Pass \$5.00	Annual Pass \$30.00
Boat Launch Name: Riverview Reserve Boat Launch																			
1 Day Pass \$5.00	Annual Pass \$30.00																		
Please Circle One																			
First and Last Name:																			
Address:																			
City:	State:																		
Vehicle Make, Model, and License No.:	Zip:																		
Date:																			
1 Day Pass \$5.00																			
Annual Pass \$30.00																			

Map

Printed 10/03/2025

Scale = 1:521'



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.

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.

*** PROPOSED REVISION ***

POLICY FOR USE OF FUND BALANCE/NON-LAPSING ACCOUNTS

Purpose

The goal of the county in establishing a fund balance policy is to provide both short term and long-term financial stability to the county by ensuring sufficient funds for providing services and protecting infrastructure. This policy is to establish guidance for using funds after they are placed into fund balance/non-lapsing accounts. A significant amount of the County's funds are held in fund balance accounts and there are accounting rules that govern the categorization and expenditure of these funds. These funds must be used as designated while allowing the County Administrator & County Board to maintain their oversight of fiscal resources. This guidance is designed to clarify the process so all parties understand how to access and use fund balances.

Use of Fund Balance/Non-Lapsing Accounts

1. According to the fund balance categorization: Categories include non-spendable, restricted, committed, assigned or unassigned. The fund balances that are unassigned in the General Fund offer the most flexibility for the county to use.
 - a. **Non-spendable fund balance** – amounts that are not in spendable form (i.e. delinquent tax amounts, inventory and prepaid items) or are required to be maintained intact.
 - b. **Restricted fund balance** – amounts available for appropriation but intended for a specific purpose and legally restricted by outside parties (i.e. creditors, grantors, and bondholders).
 - c. **Committed fund balance** – amounts constrained to specific purposes by the government's highest level of decision making authority. To be reported as committed, amounts cannot be used for any other purpose unless changed by the County Board prior to the close of the fiscal period.
 - d. **Assigned fund balance** – resources intended for spending for a purpose set by the government body itself. The County has created the following general revenue and special revenue funds to account for a specific revenue source:

GENERAL FUND:

Building Inspector	\$200,000
County Administrator	\$250,000
County Clerk (Elections)	\$20,000
Courthouse	\$1,000,000
CJCC.....	\$75,000
Facilities Improvement	\$500,000
Health Clinics	\$15,000
LCFM Tax Deed Sales Proceeds.....	\$400,000
Non-Metallic Mining	\$200,000
Parks Tax Deed Sales Proceeds.....	\$400,000
Plat book/roadmap	\$75,000

Recycling	\$250,000
Special Conservation Projects.....	\$500,000
SWRM Grant	\$50,000
Stewardship	\$100,000
UWEX Education	\$50,000
Veterans Relief.....	\$20,000
<u>Xcel Energy Boat Landing (formerly Rod & Gun)</u>	<u>\$50,000</u>
Zoning Tax Deed Sales Proceeds.....	\$150,000

SPECIAL REVENUE FUND:

ADRC	\$550,000
Human Services	\$1,000,000
Land Records.....	\$350,000
Public Health	\$200,000
Public Health (FSR-Licensing).....	\$250,000
Self-Funded Liability.....	\$1,000,000
Workers Comp	\$1,000,000

- e. **Unassigned fund balance** – Represents the residual fund balances for the General Fund and includes amounts that have not been assigned to other funds and that have not been restricted, committed, or assigned to specific purposes within the General Fund. This classification is also used to account for deficit fund balances in other government funds.

The county shall maintain a minimum unassigned fund balance in its General Fund ranging at a level between 30 and 40% of subsequent year's annual budgeted general fund expenditures.

The use of unassigned general fund balance should not be used to fund operational costs. This promotes the philosophy that current year operating expenditures are funded with current year collections; therefore, not creating a structural deficit. Amounts in excess of the maximum unassigned fund balance can be used for one-time capital improvement projects.

2. According to approved plans: Fund balance expenditures approved by the County Board in the Capital Improvement Plan (CIP) or annual operating budget shall be expended according to those documents.

How to Access Fund Balance/Non-Lapsing Balances

1. Obtain approval through the CIP process.
2. Obtain approval through the operating budget process.
3. Obtain approval from the County Administrator using the Non-Lapsing Fund Request Form (Appendix FI-305-A). The County Administrator has the authority to approve all requests up to \$50,000. The County Administrator's approval authority for Facilities Improvement fund balance requests is \$100,000. Requests exceeding these levels must be approved in advance by the County Board.

Process for Spending Fund Balances

After obtaining a signed approval form, departments must follow the county purchasing policies. If there are any questions, consult the Finance Division.

Funds must be expended during the year of approval. If that does not happen, the department should include the item, or remaining portion of item, in a subsequent annual budget process or seek approval again in the year they wish to complete the project.