

AGENDA FOR REGULAR MEETING OF COMMON COUNCIL
To be held on Tuesday, June 4, 2019 at 6:30 P.M. in the City Hall
Council Chambers, 30 West Central Street, Chippewa Falls, WI

1. **CLERK CALLS THE ROLL**
2. **APPROVAL OF MINUTES OF PREVIOUS MEETING**
 - (a) Approve minutes of the Regular Council Meeting of May 21, 2019.
3. **PERSONAL APPEARANCES BY CITIZENS** - No matter presented by a citizen shall be acted on at the meeting except in emergencies affecting the public health, safety or welfare.
4. **PUBLIC HEARINGS** - None
5. **COMMUNICATIONS** - None
6. **REPORTS**
 - (a) The Board of Public Works meeting of May 27, 2019 was cancelled due to the holiday.
7. **COUNCIL COMMITTEE REPORTS** in the order in which they are named in Section 2.21 of the Municipal Code
 - (a) Consider Committee #1 Revenues, Disbursements, Water and Wastewater minutes of May 29, 2019.
 - (b) Consider Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of May 29, 2019.
 - (c) Consider Committee #4 Recycling, Computerization, Buildings and Intergovernmental Services minutes of June 4, 2019. (*minutes to be distributed prior to meeting*)
8. **APPLICATIONS**
 - (a) Consider Operator (Bartender) Licenses as approved by the Police Department. (*Complete list provided prior to Council meeting*).
 - (b) Consider Application for Temporary Class "B"/"Class B" Beer and Wine Retailer's License from American Legion Post 77 for a Flag Day event to be held on June 14, 2019 at 12 E Spring Street.
 - (c) Consider Application for Temporary Class "B"/"Class B" Beer and Wine Retailer's License from the Chippewa Valley Cultural Association, Inc. for the Dinner Over the Duncan to be held on September 12, 2019 utilizing the Spring Street Rainbow Marsh Arch Bridge.
 - (d) Consider Street Use Permit Application from Blues Groove, LLC for the Northwoods Blues Festival to be held on June 21 – 22, 2019 utilizing parking stalls along southbound Bridge Street adjacent to Chippewa Riverfront (note charges for services).
 - (e) Consider Street Use Permit Application from Blues Groove, LLC for the Northwoods Blues Festival to be held on June 21 – 22, 2019 utilizing the angle parking lot area along W River Street (note charges for services).
 - (f) Consider Application for Class "E" Dance and Live Music License from Blues Groove, LLC for Chippewa Riverfront on June 21 – 22, 2019.
 - (g) Consider conditional surrender from Ricky Hunt of his Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License predicated upon the granting of the licenses to Badger State Hospitality LLC, Steve Gunderson, Agent.
 - (h) Consider Original Alcohol Beverage Retail License Application from Badger State Hospitality LLC, Steve Gunderson, Agent, for a Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License for Avalon Hotel/Bridgewater Restaurant & Pub located at 1009 W Park Avenue.
 - (i) Consider Application for Class "B" Dance and Live Music License from Badger State Hospitality for Avalon Hotel/Bridgewater Restaurant & Pub, 1009 W Park Avenue.
9. **PETITIONS** - None
10. **MAYOR ANNOUNCES APPOINTMENTS**
 - (a) Consider appointment of Cicely Dineen as an Election Inspector. Action on this appointment scheduled for June 18, 2019.

11. **MAYOR'S REPORT** - None
12. **REPORT OF OFFICERS** – None
13. **ORDINANCES** - None
14. **RESOLUTIONS** - None
15. **OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW**
 - (a) Determine process and set timeline for filling upcoming Seventh Ward Council vacancy.
16. **CLAIMS**
 - (a) Consider claims as recommended by the Claims Committee.
 - (b) Consider claim of Lois Papke, 2219 Galloway Street, (see letter from Statewide Services, Inc. recommending denial of the claim).
17. **CLOSED SESSION** - None
18. **ADJOURNMENT**

The Claims Committee will meet at 6:00 PM to review the claims of various boards and departments of the City.

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

Please note that attachments to this agenda may not be final and are subject to change.
This agenda may be amended as it is reviewed.

CERTIFICATION OF OFFICIAL NEWSPAPER

I, hereby, certify that a copy of this notice has been posted on the bulletin board at City Hall and a copy has been given to the Chippewa Herald on May 31, 2019 at 1:15 pm by BNG.

MINUTES OF THE REGULAR MEETING OF THE COMMON COUNCIL

The regular meeting of the Common Council of the City of Chippewa Falls was held on Tuesday, May 21, 2019 in the City Hall Council Chambers. Council President CW King called the meeting to order at 6:30 pm. The Pledge of Allegiance was recited.

CLERK CALLS THE ROLL

Council Members present: John Monarski, Rob Kiefer, Chuck Hull, Paul Olson, Paul Nadreau, and Robert Hoekstra.

Also Present: City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, City Planner/Transit Manager Brad Hentschel, Assistant City Engineer Bill McElroy, Police Chief Matt Kelm, Parks and Recreation Director Dick Hebert, City Clerk Bridget Givens, Brian Reilly and Joshua Low of Ehlers, and those on the attached sign-in sheet.

APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) Motion by Hoekstra/Nadreau to approve the minutes of the Regular Council Meeting of May 7, 2019. **All present voting aye, motion carried.**

PERSONAL APPEARANCES BY CITIZENS

(a) Andy Klay, 627 W Spruce St, appeared to express his concern with the condition of River Street from Wagner Street to Hwy 53.

PUBLIC HEARINGS - None

COMMUNICATIONS - None

REPORTS

(a) Motion by Kiefer/Hoekstra to approve the Board of Public Works minutes of May 13, 2019. **All present voting aye, motion carried.**

(b) The Plan Commission meeting of May 13, 2019 was cancelled due to a lack of agenda items.

COUNCIL COMMITTEE REPORTS

(a) Motion by Hoekstra/Nadreau to approve Committee #1 Revenues, Disbursements, Water and Wastewater minutes of May 16, 2019. **Roll Call Vote: Aye – Hoekstra, Nadreau, Monarski, Kiefer, Hull, Olson. Motion carried.**

(b) Motion by Kiefer/Nadreau to approve the Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of May 16, 2019. **Roll Call Vote: Aye – Kiefer, Nadreau, Hoekstra, Monarski, Hull, Olson. Motion carried.**

(c) Motion by Hull/Kiefer to approve the Committee #3 Transportation, Construction, Public Safety and Traffic minutes of May 21, 2019. **All present voting aye, motion carried.**

(d) The Park Board minutes of May 14, 2019 were presented.

(e) The Library Board minutes of April 10, 2019 were presented.

APPLICATIONS

(a) Motion by Kiefer/Nadreau to approve the Operator (Bartender) Licenses as approved by the Police Department. **All present voting aye, motion carried.**

Motion by Monarski/Kiefer to consider items (b) – (f) in one motion. **All present voting aye, motion carried.**

Motion by Monarski/Nadreau to approve items (b) – (f) as follows:

(b) Street Use Permit Application from CVCA/Heyde Center for the Arts for the Summer on the East Hill Concert Series to be held on July 23, 2019 and August 27, 2019 from 5:00 pm – 8:00 pm utilizing the dead end section of E River Street starting a N Prairie Street.

(c) Street Use Permit Application from CVCA/Heyde Center for the Arts for the Dinner Over the Duncan to be held on September 12, 2019 from 2:00 pm – 10:00 pm utilizing the Spring Street Rainbow Marsh Arch Bridge.

(d) Application for Dance and Live Music License for Chippewa Riverfront for the Sunday Concert Series to be held on June 6, June 23, June 30, July 7, July 21, July 28, and August 4, 2019.

APPLICATIONS (continued)

(e) Application for Dance and Live Music License for Chippewa Riverfront for the City's 150th Anniversary Celebration to be held on August 9 and 11, 2019.

(f) Sidewalk Use Permit Application from Chippewa Falls Main Street to place decorative bikes with flowers on sidewalks in various locations in the City.

All present voting aye, motion carried.

(g) **Motion by Nadreau/Kiefer** to approve the conditional surrender from Colleen Sweeney of her Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License predicated upon the granting of the licenses to Sweenys [sic] Pub N Grub, LLC, David Burg, Agent. **All present voting aye, motion carried.**

(h) **Motion by Olson/Nadreau** to approve the Original Alcohol Beverage Retail License Application from Sweenys [sic] Pub N Grub LLC, David Burg, Agent, for a Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License for Sweeney's located at 201 E Canal Street. **All present voting aye, motion carried.**

(i) **Motion by Olson/Nadreau** to approve the Application for Class "B" Dance and Live Music License from David Burg for Sweeney's, 201 E Canal Street. **All present voting aye, motion carried.**

PETITIONS

(a) A petition to reconstruct Lowater Road was presented. The petition was discussed at the May 13, 2019 Board of Public Works Meeting. The Board recommendations were discussed.

MAYOR ANNOUNCES APPOINTMENTS - None

MAYOR'S REPORT - None

REPORT OF OFFICERS - None

ORDINANCES

(a) **Motion by Hoekstra/Kiefer** to approve **Ordinance #2019-09 Entitled:** An Ordinance Creating an Exemption to the Peddlers and Transient Merchants Ordinance for Performers at the Chippewa Riverfront. **Roll Call Vote: Aye – Hoekstra, Kiefer, Hull, Olson, Nadreau, Monarski. Motion carried.**

RESOLUTIONS

(a) Brian Reilly of Ehlers distributed a Sale Day Report and provided details thereon. **Motion by Kiefer/Hoekstra** to approve **Resolution #2019-29 Entitled:** Resolution Awarding the Sale of \$2,395,000 General Obligation Corporate Purpose Bonds, Series 2019A. **Roll Call Vote: Aye – Kiefer, Hoekstra, Monarski, Hull, Olson, Nadreau. Motion carried.**

(b) Brian Reilly of Ehlers distributed a Sale Day Report and provided details thereon including a reduction in the issue size due to the premium receiving lower underwriting discount and issue costs. **Motion by Hoekstra/Nadreau** to approve **Resolution #2019-30 Entitled:** Resolution Authorizing the Issuance and Awarding the Sale of \$700,000 General Obligation Promissory Notes, Series 2019B. **Roll Call Vote: Aye – Hoekstra, Nadreau, Monarski, Kiefer, Hull, Olson. Motion carried.**

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

(a) **Motion by Kiefer/Nadreau** to approve awarding the Elm Street (Wheaton Street to Bay Street) Street and Utility Improvement Project to Haas Sons, Inc. **Roll Call Vote: Aye – Kiefer, Nadreau, Hoekstra, Monarski, Hull, Olson. Motion carried.**

CLAIMS

(a) **Motion by Hoekstra/Nadreau** to approve the claims as recommended by the Claims Committee.

City General Claims:	\$283,471.48
Authorized/Handwritten Claims:	\$780.00
Department of Public Utilities:	\$56,150.05
Total of Claims Presented	<u>\$340,401.53</u>

Roll Call Vote: Aye – Hoekstra, Nadreau, Monarski, Kiefer, Hull, Olson. Motion carried.

(b) **Motion by Hull/Kiefer** to refer the claim of Lois Papke, 2219 Galloway Street, to the insurance company. **All present voting aye, motion carried.**

CLOSED SESSION - None

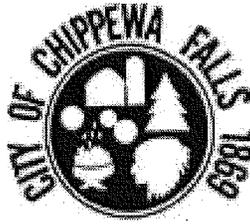
ADJOURNMENT

Motion by Hoekstra/Olson to adjourn at 7:06 pm. **All present voting aye, motion carried.**

Submitted by:
Bridget Givens, City Clerk

CITY COUNCIL ATTENDANCE SHEET - May 21, 2019

NAME	ADDRESS
Taylor Huppert on behalf of CNCA	35 High Street, CF
Andy Clay	627 W. Spruce Street C.F.



MINUTES
COMMITTEE #1
REVENUES, DISBURSEMENTS, WATER AND WASTEWATER
May 29, 2019

Committee #1 - Revenues, Disbursements, Water and Wastewater met on Wednesday, May 29, 2019 at 9:00 AM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: Rob Kiefer, John Monarski, and Paul Nadreau

Mayor/Other Council Members present: None

Others present: Finance Manager/Treasurer Lynne Bauer, Police Chief Matt Kelm, City Planner/Transit Manager Brad Hentschel, Parks and Recreation Director Dick Hebert, Recreation Supervisor Angela George, Investigator Sheridan Pabst, and City Clerk Bridget Givens.

Call to Order: 9:00 am

1. Discuss disposition of damaged police car and insurance proceeds. Possible recommendations to the Council.

Chief Kelm advised that the insurance company has settled the claim on the damaged police car. After the deductible and expenses are paid, the proceeds are \$14,113.71. Discussion ensued regarding the auction value of the damaged car. The Committee discussed possible use of the proceeds including handgun replacement. Finance Manager/Treasurer Bauer opined that it is still early in the year, and additional conversation on use of the remaining proceeds could be had at a later date.

Motion by Nadreau/Kiefer to recommend Council approve the use of \$10,320 in insurance proceeds for handgun replacement. All present voting aye, motion carried.

2. Discuss funding for pay adjustments for the following 2019 Parks & Recreation Seasonal employees: Outdoor Pool Manager; Lifeguard/Swim Instructor; Umpires for the Men's Modified Softball League. Possible recommendations to the Council.

Parks and Recreation Director Hebert shared that the newly hired Outdoor Pool Manager has three years of experience. He also advised of difficulty in obtaining Umpires and the need to increase the rates for Men's Modified Softball Officials.

Motion by Kiefer/Monarski to recommend Council approve a starting pay rate of \$11.50/hr. for the Outdoor Pool Manager. All present voting aye, motion carried.

Motion by Monarski/Kiefer to recommend Council approve increasing the rate of pay for Umpires for the Men's Modified Softball League to \$25 1st Year/No Cert and \$30 2nd Year/Cert. All present voting aye, motion carried.

3. Discuss proposal between the City of Chippewa Falls and Heartland Business Systems to design Wi-Fi network and cameras for the Chippewa Riverfront. Possible recommendations to the Council.

Heartland Business Systems submitted a proposal to design the Wi-Fi network and camera system at Chippewa Riverfront. Heartland will prepare the design and specifications to allow for bidding of the project. Funding for the proposal would come from the remaining \$1M that was allotted to finish this phase of the park.

Motion by Kiefer/Monarski to recommend Council approve the proposal from Heartland Business Systems to design the Wi-Fi network and camera system for Chippewa Riverfront. **All present voting aye, motion carried.**

4. Discuss proposal and funding for two Lot Certified Survey Maps (CSM) from Chippewa Surveying for Riverfront and Allen Park. Possible recommendations to the Council.

City Planner Hentschel provided a proposal to prepare Certified Survey Maps for Allen Park and Chippewa Riverfront. Currently, nine different parcels make up Chippewa Riverfront and five parcels make up Allen Park. This would allow for simplification of the descriptions. The proposal can be funded through the TIF. The Committee directed Hentschel to obtain an additional proposal for the work.

Motion by Monarski/Kiefer to recommend Council approve the proposal and funding for two Lot Certified Survey Maps (CSM) from Chippewa Surveying for Riverfront and Allen Park in an amount not to exceed \$3,800. **All present voting aye, motion carried.**

5. Adjournment

Motion by Monarski/Kiefer to adjourn at 9:23 am. **All present voting aye, motion carried.**

**Minutes submitted by,
Lynne Bauer, Finance Manager/Treasurer**

Breakdown of Police Squad #2 Insurance Claim WM000092110217

\$ 17,019.99 Statewide Services has offered this cash settlement for the claim

- \$ 500 Deductible

\$ 16,519.99 Statewide Services check to the city will be this amount

The below expenses are related to the crash

- \$ 461.28 Chippewa Auto Body: tow, inspection, storage

- \$ 1,945.00 General Communications: replacement of crash damaged after-market equipment

\$ 14,113.71

Sale of damaged squad

In order to determine a value of the damaged squad it was placed on to the Quality Replacement Parts – Salvage Solutions auction website. Top bid was \$4,211

Police Department possible ideas for consideration for insurance proceeds:

1. Handgun Replacement Project: \$10,320
2. 2019 Omitted Budget Items

Chippewa Falls Parks and Recreation Seasonal Employee Pay Rates

	1 st Year	2 nd Year	3 rd Year
Level I	\$7.25	\$7.50	
Level II	\$7.50	\$7.75	\$8.00
Level III	\$7.75	\$8.00	\$8.25
Level IV	\$8.00	\$8.25	\$8.50
Level V	\$8.75	\$9.00	\$9.25
Level VI	\$9.75	\$10.00	\$10.25
Level VII	\$11.00	\$11.25	\$11.50
Park Maintenance	\$7.50	\$7.75	\$8.00

Level I

- Scorekeepers
- Recreation Assistants
- Concessions

Level II

- Youth Program Instructors
- Gym Supervisors/Site Managers
- Log Cabin/School House

Level III

- Youth Program Instructors (teachers/certified)

Level IV

- Summer Program Assistant

Level V

- Outdoor Pool Lifeguards

Level VI

- Assistant Pool Manager

Level VII

- Head Pool Manager

Park Maintenance

- Irvine Park
- Casper Park

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PAY RATES FOR CONTRACTED OFFICIALS

	1 st Year/No Cert	2 nd Year/Cert
Basketball	\$20.00	\$25.00
Volleyball: Adult	\$15.00	\$17.00
Volleyball: HS	\$12.00	\$15.00
Softball: MMF	\$20.00	\$25.00
Softball: MSP/COED	\$15.00	\$17.00
Soccer: U8	\$10.00	\$15.00
Soccer: U10/U14	\$15.00	\$20.00

Chippewa Falls Parks and Recreation Seasonal Employee Pay Rates

	1 st Year	2 nd Year	3 rd Year
Level I	\$7.25	\$7.50	
Level II	\$7.50	\$7.75	\$8.00
Level III	\$7.75	\$8.00	\$8.25
Level IV	\$8.00	\$8.25	\$8.50
Level V	\$8.75	\$9.00	\$9.25
Level VI	\$10.00	\$10.25	
Park Maintenance	\$7.50	\$7.75	\$8.00

Level I

- Scorekeepers
- Recreation Assistants
- Concessions

Level II

- Youth Program Instructors
- Gym Supervisors/Site Managers
- Log Cabin/School House

Level III

- Outdoor Pool Lifeguards
- Youth Program Instructors (certified)

Level IV

- Indoor Swim Instructor
- Outdoor WSI
- Summer Program Assistant

Level V

- Assistant Pool Manager
- Indoor WSI

Level VI

- Head Pool Manager

Park Maintenance

- Irvine Park
- Casper Park

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PAY RATES FOR CONTRACTED OFFICIALS

	1 st Year/No Cert	2 nd Year/Cert
Basketball	\$17.00	\$20.00
Volleyball: Adult	\$15.00	\$17.00
Volleyball: HS	\$12.00	\$15.00
Softball: MMF	\$20.00	\$25.00
Softball: MSP/COED	\$15.00	\$17.00
Soccer: U8/U10	\$10.00	\$15.00
Soccer: U12/U14	\$15.00	\$20.00

Approved 5/20/15

5/29/19 Fran



Quote #067130 v1

Riverfront Park WIFI

Prepared For:
Chippewa Falls, City of
 Connie Freagon
 30 W. Central St.
 Chippewa Falls, WI 54729

Prepared By:
Heartland Business Systems
 Craig Everson
 1700 Stephen Street
 Little Chute, WI 54140

Date Issued:
05.22.2019
 Expires:
06.30.2019

P: (715) 726-2741
 E: cfreagon@chippewafalls-wi.gov

P: (800) 236-7914
 E: ceverson@hbs.net

Services	Price	Qty	Ext. Price
HBS-FF-PROJECT Fixed Fee Project - Riverfront Park Wifi Fixed Fee Project	\$3,960.00	1	\$3,960.00
*Camera Design portion will be billed as T&M (not to exceed \$3,400.00)			
Subtotal			\$3,960.00

Quote Summary	Amount
Services	\$3,960.00
Total:	\$3,960.00

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges will be calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland unless otherwise noted. Installation by Heartland is available at our regular hourly rates, or at the reduced rate of a prepaid HBSFlex Agreement. This configuration is presented for your convenience only. Heartland will not be responsible for typographical or other errors or omissions regarding prices or other information. Prices and configurations are subject to change without notice. A 15% restocking fee will be charged on any returned part. The customer shall also be required to pay all costs of shipping the product to Heartland and/or the vendor. A \$25.00 processing fee will also be charged. No returns will be accepted by Heartland without prior written approval. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have the express authority to execute this agreement and legally bind your organization to the above proposal and terms and all attached documents. The customer agrees that each and every purchase that the customer makes from Heartland is governed by Heartland's Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed Heartland's ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. QT.2018.v2.2

Acceptance	
Heartland Business Systems	Chippewa Falls, City of
Craig Everson	
Signature / Name	Signature / Name Initials
05/22/2019	
Date	Date



HTG Standard Terms & Conditions

STANDARD TERMS AND CONDITIONS

The parties to this agreement are Heartland Business Systems, LLC., ("Heartland" or "Seller"), with corporate headquarters located at 1700 Stephen Street, Little Chute WI 54140, and customer (Buyer) who purchases products and/or services from Heartland.

- 1) **ACCEPTANCE.** Buyer accepts these Standard Terms and Conditions as a condition of Buyer's purchase of services and/or products from Heartland.
- 2) **PAYMENT AND TERMS.** All invoices provided by Seller to Buyer shall be paid within 30 days of the invoice date with the exception of HBSFLEX Agreement invoices. HBSFLEX Agreement invoices shall be paid upon receipt of the invoice. A service charge of \$35.00 will be assessed for each check that is returned for insufficient funds.
- 3) **FORCE MAJEURE.** Heartland's performance hereunder shall be excused if such nonperformance or delay of performance is due to causes beyond the reasonable control of Heartland and is the direct or indirect result of, but not limited to, acts of God, acts of the public enemy, acts of the United States of America, or any state, territory or political subdivision thereof or of the State of Wisconsin, fires, war, riots, terrorism, floods, epidemics, quarantine restrictions, insurrection, strikes, labor shortage, materials shortage or freight embargoes. Any delay in performance due to the force majeure occurrence shall extend the period for performance for the duration of the delay.
- 4) **SHIPPING.** With respect to any products that are to be shipped, shipment shall be FOB Seller's place of business, by common or contract carrier, or, in the case of drop shipment, FOB a manufacturer's or distributor's place of business, by common or contract carrier. Freight charges shall be Buyer's responsibility. "Delivery," as that term is used in this proposal and any resulting contract, shall be deemed completed when the goods have been placed into the hands of the common or contract carrier.
- 5) **WARRANTY.** Any hardware, software, or parts sold to Buyer may be subject to a warranty made by the manufacturer or other third party to Buyer and, if so, the terms and conditions of such warranty are embodied in other documents. Buyer acknowledges that Seller is not a party to any such warranty, and that any rights or remedies that Buyer may have pursuant to said warranty are against the manufacturer or other third party directly, and is not assertable against the Seller. SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION BY THE SELLER WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER, EXCEPT AS ARE EXPRESSLY CONTAINED HEREIN. ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT THE PRODUCTS OR SERVICES SOLD HEREUNDER ARE FIT FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.
- 6) **PROFESSIONAL SERVICES.** Heartland may provide professional services as requested by the Buyer. All services provided by Heartland, which include labor and travel charges, are subject to the terms and conditions as set forth in this Agreement. Services provided by Seller to Buyer may be covered under a manufacturer or other third party warranty, may be applied to a pre-paid HBSFLEX Agreement purchased by the Buyer, at the rates set forth in the most current version of the HBSFLEX Volume Service Schedule, as updated from time to time, or may be billed out to the Buyer at the then-prevailing hourly rate. Regardless whether the services are covered under warranty, applied to a HBSFLEX Agreement or billed out at an hourly rate, all terms of this Agreement apply. Heartland's records shall be the sole measurement of professional services and/or time expended by Heartland. HBSFLEX Agreements may not be used to purchase products, and each HBSFLEX Agreement shall automatically expire eighteen months after the date of invoice for that HBSFLEX Agreement. Any existing Service Blocks shall automatically expire on June 30, 2019.
 - A) **Warranty.** If services provided are in connection with a problem that is covered by a manufacturer or other third party warranty, then such services shall not be counted against a HBSFLEX Agreement or billed out at the then-prevailing hourly rate, to the extent of the warranty coverage. Please refer to your manufacturer or third party provided documentation which will define what is covered under warranty. Any labor or travel provided that is not covered under the manufacturer or third party warranty will be applied to a HBSFLEX Agreement or billed out at the then-prevailing hourly rate, whichever applies.
 - B) **HBSFLEX Agreements.** Buyer may choose to purchase a pre-paid HBSFLEX Agreement from Seller. When a HBSFLEX Agreement is purchased, labor and travel charges incurred will be applied against the HBSFLEX Agreement. Buyer will receive informational invoices detailing the services as they are provided.
 - 1) When a pre-paid HBSFLEX Agreement is exhausted an additional HBSFLEX Agreement may be purchased. If an additional HBSFLEX Agreement is not purchased, then services will be billed out at the then-prevailing hourly rate.
 - 2) Either party may terminate a pre-paid HBSFLEX Agreement by giving notice to the other, in writing by mail to the party's last known address, of such intent. If this Agreement is terminated before the HBSFLEX Agreement is expended, then Heartland shall refund 75% of the unused portion of the fee and may retain the balance.
 - C) **Hourly Rate.** Should services provided not be covered under a manufacturer or third party warranty or should the Buyer not have purchased or not have time available on a HBSFLEX Agreement then all labor and travel will be billed out at Heartland's then-prevailing hourly rate.
- 7) **PROFESSIONAL SERVICE ESTIMATES.** At times, Buyer may request time estimates for service situations. Heartland will provide a best estimate based upon the information that is known at the time of the request. This is to be considered an estimate for service only and not a guarantee. Actual service hours may be less or may be more than the estimate provided.
- 8) **FOUR-HOUR RESPONSE.** For calls received on normal business days, excluding holidays, Heartland will use its best effort to respond to the Buyer's request for service within four business hours (the hours between 8:00 a.m. and 5:00 p.m. CT) of the Buyer's request.
- 9) **ASSIGNABILITY.** Heartland may delegate all, or any part of, its duties hereunder to a subcontractor.
- 10) **EXCLUDED EQUIPMENT.** Heartland may discontinue providing services with respect to any hardware for which it can no longer readily obtain repair parts or technical assistance.
- 11) **BUYER'S RESPONSIBILITY.** Buyer shall use its best efforts to cooperate with Heartland in connection with Seller's carrying out its duties hereunder, and Buyer shall refrain from any act or omission that could frustrate Heartland's performance. In that regard, but not by way of limitation, Buyer shall designate one employee for each location at which services are expected to be rendered under this Agreement, with full authority to act for Buyer in the event that Buyer's input is required in order to affect any aspect of the services provided hereunder.
- 12) **BUYER'S WARRANTY AS TO PROPER LICENSING.** Buyer warrants and represents to Seller that it possesses a proper license for all software being used by Buyer's organization and shall hold Heartland harmless from any claims or suits premised upon breach of any third party's proprietary rights with respect to such software.
- 13) **BUYER'S WARRANTY AS TO PROPER BACKUP.** Buyer warrants and represents to Seller that Buyer's data and system has been properly backed up prior to the commencement of any services provided by Heartland and understands that the Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of improper backup situations or data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.
- 14) **NON-SOLICITATION OF HEARTLAND PERSONNEL.** During the term of this Agreement, and for a period of one (1) year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, encourage any employee of Heartland, who became known to Buyer by virtue of such employee's providing services under this Agreement, to terminate his or her employment with Heartland. In addition, during the term of this Agreement, and for a period of one (1) year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, solicit any employee of Heartland, who became known to Buyer by virtue of such employee's providing services under this Agreement, for employment which would end or diminish that employee's service with Heartland. Buyer acknowledges that Heartland will suffer irreparable harm as a result of Buyer's violation of this paragraph and that Heartland may bring an action for injunctive relief and/or actual damages to enforce this provision.



- 15) **SUSPENSION OF PRODUCTS AND/OR SERVICES.** Heartland may, at its option, suspend providing products and/or services hereunder in the event that the Buyer is delinquent on payment of any outstanding invoices.
- 16) **EXCLUSIVE REMEDY/LIMITATION OF LIABILITY.** Notwithstanding any other provision herein, Seller's sole and exclusive liability to Buyer for any breach of this Agreement, or breach of any warranty, express or implied, found to have been made in connection with this Agreement, shall be to repair or replace, at its option, any defective hardware, software, or parts sold hereunder; Seller shall have no liability for any other damages, consequential or otherwise. Seller shall have no liability whatsoever to Buyer if computer software or computer hardware sold hereunder is subsequently upgraded, or is otherwise used with software or hardware that was not used with the software and/or hardware sold hereunder at the time of installation, or if any such software or hardware has been serviced by anyone other than Seller. Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.
- 17) **ACCEPTANCE OF PRODUCTS.** Buyer shall be deemed to have irrevocably accepted the products and services sold hereunder if Buyer has not given to Seller a written notice of rejection, describing the basis for rejection, within 10 business days after delivery. All data and intellectual property provided by Seller in connection with this Agreement shall belong to Seller ("Heartland Materials"). Seller shall retain all rights and interests in and to the Heartland Materials after the completion of this Agreement.
- 18) **CHOICE OF LAW.** This Agreement, and any claim arising under it, or related to the transaction evidenced by it, shall be construed and determined under the laws of Wisconsin.
- 19) **ATTORNEY FEES.** In the event that legal action is taken by either party upon any claim arising from this Agreement or in any way related to the transaction that is evidenced by this Agreement, Seller shall, if it prevails, be entitled to recover from Buyer its actual reasonable attorney fees incurred in connection therewith.
- 20) **SEVERABILITY.** If any portion of this Agreement is determined by a court or government agency having competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect to the extent permitted by law.
- 21) **BINDING EFFECT.** This Agreement shall bind and inure to the benefit of the parties, and their respective heirs, successors, personal representatives, beneficiaries and assigns.
- 22) **ADDITIONAL WORK.** In the event that Seller agrees to provide additional products or service not specifically covered by this Agreement, the terms and conditions of this Agreement shall govern, unless otherwise provided in writing.
- 23) **ENTIRE AGREEMENT.** This is the entire agreement of the parties respecting the sale of the products or services, sold by Seller to Buyer. No modification, addition, or amendment shall be binding unless in writing and signed by both parties.

Buyer accepts these Standard Terms and Conditions as a condition of Buyer's purchase of services and/or products from Heartland.

STC.2018.v2.0

Chippewa Surveying Inc.

12059 115th Ave
Chippewa Falls, Wisconsin 54729-5317

JOHN D. MICKESH R.L.S.
Phone (715) 723-4600

May 13th, 2019

City of Chippewa Falls
Brad Hentschel, AICP City Planner
30 West Central Street
Chippewa Falls, Wisconsin 54729

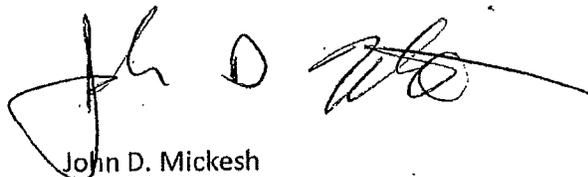
Dear Brad,

You have requested for a cost to perform a two lot Certified Survey Map for the two parks on the north side of the NSP Dam and on either side of Bridge Street. The parks involved is Allen Park on the east side of Bridge Street and Riverview Park on the west side. The Certified Survey Maps will create Lot 1 for Riverview and Lot 2 for Allen. By completing the Certified Survey Maps, all the old descriptions that the City of Chippewa Falls acquired over the past years will be combined into one parcel.

I would estimate a cost of \$ 3800 to complete the survey work and map preparation on this project.

If you have any questions or concerns, please call me at (715) 723 – 4600.

Thank You,



John D. Mickesh
Professional Land Surveyor



Minutes
Committee #2
Labor Negotiations, Personnel, Policy & Administration
May 29, 2019

Committee #2 met on Wednesday, May 29, 2019 at 8:00 AM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: CW King, John Monarski, and Chuck Hull
Mayor/Other Council Members present: Paul Nadreau and Rob Kiefer
Others present: Finance Manager/Treasurer Lynne Bauer, Fire Chief Mike Hepfler, Parks and Recreation Director Dick Hebert, and City Clerk Bridget Givens.

Call to Order: 8:00 am

- 1. Discuss pay adjustments for the following 2019 Parks & Recreation Seasonal employees: Outdoor Pool Manager; Lifeguard/Swim Instructor; Umpires for the Men's Modified Softball League. Possible recommendations to the Council.**

Discussion was had regarding last year's pay increase for lifeguards. When the previous Recreation Supervisor amended the seasonal pay rates, he inadvertently skipped the Lifeguard/Swim Instructor classification. The pay rates will be amended to reflect this classification, so no action was needed.

The newly hired Outdoor Pool Manager has three years of experience. Based upon this experience, it was requested that the Outdoor Pool Manager be compensated at \$11.50/hr.

Motion by Hull/Monarski to recommend Council approve a starting pay rate of \$11.50/hr. for the Outdoor Pool Manager. **All present voting aye, motion carried.**

Parks and Recreation Director Hebert also discussed the difficulty finding contracted officials and requested an increase for Umpires for the Men's Modified Softball League. The league would be in favor of foregoing t-shirts for the annual winners to help fund an increase for the Umpires.

Motion by Hull/Monarski to recommend Council approve increasing the rate of pay for Umpires for the Men's Modified Softball League to \$25 1st Year/No Cert and \$30 2nd Year/Cert. **All present voting aye, motion carried.**

2. Closed Session

Motion by Monarski/Hull to go into Closed Session under Wis. Stats. Sec. 19.85(1)(e) for "deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting public business with competitive or bargaining implications" to:

- a. Discuss labor negotiation issues and strategies; and to include the Council/Committee members, Bauer, Hepfler, and Givens; may return to Open Session.**

Roll Call Vote: Aye – Monarski, Hull, King. Motion carried.

The Committee discussed Item (a) above.

Motion by Monarski/Hull to return to Open Session. All present voting aye, motion carried.

3. Adjournment

Motion by Monarski/Hull to adjourn at 8:56 am. All present voting aye, motion carried.

**Minutes submitted by,
Lynne Bauer, Finance Manager/Treasurer**

Chippewa Falls Parks and Recreation Seasonal Employee Pay Rates

	1 st Year	2 nd Year	3 rd Year
Level I	\$7.25	\$7.50	
Level II	\$7.50	\$7.75	\$8.00
Level III	\$7.75	\$8.00	\$8.25
Level IV	\$8.00	\$8.25	\$8.50
Level V	\$8.75	\$9.00	\$9.25
Level VI	\$9.75	\$10.00	\$10.25
Level VII	\$11.00	\$11.25	\$11.50
Park Maintenance	\$7.50	\$7.75	\$8.00

Level I

- Scorekeepers
- Recreation Assistants
- Concessions

Level II

- Youth Program Instructors
- Gym Supervisors/Site Managers
- Log Cabin/School House

Level III

- Youth Program Instructors (teachers/certified)

Level IV

- Summer Program Assistant

Level V

- Outdoor Pool Lifeguards

Level VI

- Assistant Pool Manager

Level VII

- Head Pool Manager

Park Maintenance

- Irvine Park
- Casper Park

PAY RATES FOR CONTRACTED OFFICIALS

	1 st Year/No Cert	2 nd Year/Cert
Basketball	\$20.00	\$25.00
Volleyball: Adult	\$15.00	\$17.00
Volleyball: HS	\$12.00	\$15.00
Softball: MMF	\$20.00	\$25.00
Softball: MSP/COED	\$15.00	\$17.00
Soccer: U8	\$10.00	\$15.00
Soccer: U10/U14	\$15.00	\$20.00

Chippewa Falls Parks and Recreation Seasonal Employee Pay Rates

	1 st Year	2 nd Year	3 rd Year
Level I	\$7.25	\$7.50	
Level II	\$7.50	\$7.75	\$8.00
Level III	\$7.75	\$8.00	\$8.25
Level IV	\$8.00	\$8.25	\$8.50
Level V	\$8.75	\$9.00	\$9.25
Level VI	\$10.00	\$10.25	
Park Maintenance	\$7.50	\$7.75	\$8.00

Level I

- Scorekeepers
- Recreation Assistants
- Concessions

Level II

- Youth Program Instructors
- Gym Supervisors/Site Managers
- Log Cabin/School House

Level III

- Outdoor Pool Lifeguards
- Youth Program Instructors (certified)

Level IV

- Indoor Swim Instructor
- Outdoor WSI
- Summer Program Assistant

Level V

- Assistant Pool Manager
- Indoor WSI

Level VI

- Head Pool Manager

Park Maintenance

- Irvine Park
- Casper Park

.....

PAY RATES FOR CONTRACTED OFFICIALS

	1 st Year/No Cert	2 nd Year/Cert
Basketball	\$17.00	\$20.00
Volleyball: Adult	\$15.00	\$17.00
Volleyball: HS	\$12.00	\$15.00
Softball: MMF	\$20.00	\$25.00
Softball: MSP/COED	\$15.00	\$17.00
Soccer: U8/U10	\$10.00	\$15.00
Soccer: U12/U14	\$15.00	\$20.00

Approved 5/20/15

5/29/19 from
Nick

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: MAY 20 2019
5-17-2019
CITY TREASURER
TR# 58538

Town Village City of Chippewa Falls

County of Chippewa

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
- A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 6-14-19 and ending 6-14-19 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (check appropriate box) Bona fide Club Church Lodge/Society Veteran's Organization Fair Association

(a) Name MELLI - KELEAN - KRAMER - DAMMENBERG AMERICAN LEGION POST 77

(b) Address 12 E. SPRING ST (P.O. Box 241) CHIPPEWA FALLS WI 54729
(Street) Town Village City

(c) Date organized 9-26-1919

(d) If corporation, give date of incorporation 7/12/1930

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names, addresses and phone numbers of all officers:

President HARRY BAUER, 546 MAITLAND DR, APT. 34, CHIPPEWA FALLS WI 54729 (318) 453-2008

Vice President DAVID OELKERS, 15950 93RD AVE, CHIPPEWA FALLS, WI 54729 (608) 797-9101

Secretary ROGER LILLEVOLO, 321 MORRIS ST, CHIPPEWA FALLS WI 54729 (715) 223-1201

Treasurer LERAY JANSKY, 1275B 43RD AVE, CHIPPEWA FALLS, WI 54729 (715) 223-0408

(g) Name and address of manager or person in charge of affair: HARRY BAUER, 546 MAITLAND DR, APT 34, CHIPPEWA FALLS WI 54729 (318) 453-2008

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number 12 E. SPRING ST

(b) Lot 4 Block 22

(c) Do premises occupy all or part of building? YES

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

(e) Will minors be present? YES Reason for minors being present: THIS EVENT IS FOR FAMILIIS

Security measures: BARTENDER WILL CHECK I.D. CARDS

3. NAME OF EVENT

(a) List name of the event FLAG DAY

(b) Dates and times of event 6-14-19 5 P.M. TO 9 P.M.

57m slinky

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer [Signature] 5-18-19
(Signature/date)

Officer [Signature] 5/17/19
(Signature/date)

MELLI - KELEAN - KRAMER - DAMMENBERG AMERICAN
(Name of Organization) LEGION POST 77

Officer _____
(Signature/date)

Officer [Signature] 5/17/19
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Police Department Approval: [Signature]

Date 05/24/19

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: _____

Town Village City of Chippewa Falls

County of Chippewa

The named organization applies for: (check appropriate box(es).)

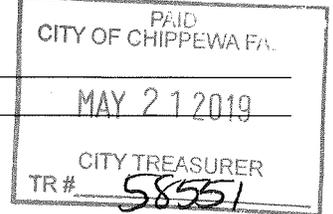
- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
 A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 9/12/19 and ending 9/12/19 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) → Bona fide Club Church Lodge/Society

Chamber of Commerce or similar Civic or Trade Organization

Veteran's Organization Fair Association



(a) Name Chippewa Valley Cultural Association, Inc.

(b) Address 8 S. High St. Chippewa Falls, WI 54729
(Street) Town Village City

(c) Date organized _____

(d) If corporation, give date of incorporation 4/1976

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names, addresses and phone numbers of all officers:

President Ben Smasal, 324 Coleman St. Chippewa Falls, WI 54729

Vice President Peter Holm

Secretary Sandi Harberts

Treasurer Mary Lynn Tojcen, 13743 191st St, Chippewa Falls, WI 54729

(g) Name and address of manager or person in charge of affair: Debra A. Johnson
1010 W. Willow St. Chippewa Falls, WI 54729

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number Alcohol Served: Marsh Rainbow Arch Bridge Records Stored: OVEA/Heyde Center

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? _____

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

(e) Will minors be present? no Reason for minors being present: none present
 Security measures: Event will be staffed at all times

3. Name of Event

(a) List name of the event Dinner over the Duncan

(b) Dates and times of event 9/12/19 from 5:00pm to 9:00pm

5/14/19

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer [Signature]
(Signature/date)

Chippewa Valley Cultural Association, Inc.
(Name of Organization)

Officer Sandi Harberts 5/14/19
(Signature/date)

Officer Mary Lynn Tojcen 5-14-19
(Signature/date)

Officer [Signature] 5/14/19
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

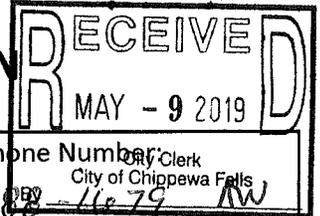
License No. _____

Police Department Approval [Signature]

Date 05/24/19 Wisconsin Department of Revenue



CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION



Applicant Name and Address: <i>Steven Rheanne - Blues Groove LLC</i>	Applicant Phone Number: <i>715-588-1679</i>	Clerk City of Chippewa Falls <i>RW</i>
---	--	--

<input checked="" type="checkbox"/> Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: <i>723 4th Ave. W Ashland, WI 54806</i>
--	---

Name of the event: <i>Northwoods Blues Festival</i>	Estimated number of persons participating: <i>1500</i>
--	---

Date and start and end times requested for street use:
8:00 AM Friday 6/21 through 12:00 PM Sat. 6/22

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
Parking stalls along Southbound Bridge St. next to Riverfront Park

Use, described in detail, for which the street use permit is requested:
stalls to be a combination of additional Handicap parking, dropoff/pickup for Taxi/Uber rides and event setup or emergency access as needed

City services requested for the event (e.g., Street Department or Police Department staff time)
6 sawhorse parking Baricades

The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Chippewa Falls Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. **Applicant understands they shall be present when the Board of Public Works or City Council considers the request for Street Use Permit. Failure to appear may be grounds for denial of the requested permit.**

Signature of Applicant: *Steven Rheanne* MANAGING MEMBER Date: 5-9-19

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
2 hrs @ \$50/hr = \$100 for the event for St. Dept. Services. RJR 5/16/2019
1 officer 1800-2300 hrs or less dependant upon the crowd. Both nights. ≤ \$500. RJR 5/16/19

Requirements of Applicant: *Event volunteers may check out + pick up the sawhorse parking barricades at the city garage located at #5 Birch - Riverside Drive on Thursday, 6/21/19 and return on Monday, 6/24/19 RJR 5/29/2019*

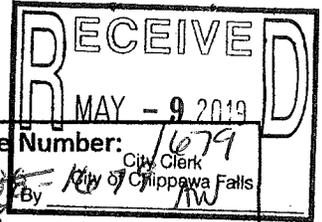
Approved by: *[Signature]* 5.16.19 Signature of Director of Public Works: *[Signature]* 5/29/2019

Recommendation of Board of Public Works (if required): Approved Denied

Decision of City Council (required): Approved Denied



CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION



Applicant Name and Address: Steven Rheanne - Blues Groove LLC	Applicant Phone Number: 715-588-558
---	---

<input checked="" type="checkbox"/> Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: 723 4 th Ave. W Ashland, WI 54806
--	---

Name of the event: Northwoods Blues Fest	Estimated number of persons participating: 1500
--	---

Date and start and end times requested for street use:
8:00 AM Friday 6/21 through 12:00 PM Sat. 6/22

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
offstreet angle parking lot SW of Riverfront Park along W River St.

Use, described in detail, for which the street use permit is requested:
Lot to be a combination of event shuttle dropoff, additional Handicap parking and event staff parking

City services requested for the event (e.g., Street Department or Police Department staff time)
6 sawhorse parking barricades. we will be staffing the shuttle dropoff.

The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Chippewa Falls Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. Applicant understands they shall be present when the Board of Public Works or City Council considers the request for Street Use Permit. Failure to appear may be grounds for denial of the requested permit.

Signature of Applicant: Steven Rheanne *MANAGING MEMBER* Date: 5-9-19

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
2 hrs x \$50/hr = \$100 per event for street dept. services. 5/22/2019

1 officer 1800 - 2300 hrs OR LESS dependant on crowd. Both nights. \$500.00 RB 5/22/19

Requirements of Applicant: Event volunteers may pick up ^{& check out} the sawhorse parking barricades @ the city garage located at #5 Bjork-Riverside Drive on Thursday, 6/20 and return on Monday, 6/24 PR 5/23/2019

Approved by:
Signature of Chief of Police: [Signature] 5.16.19
Signature of Director of Public Works: Richard J. Rubys PE 5/19/2019

Recommendation of Board of Public Works (if required): Approved Denied

Decision of City Council (required): Approved Denied



APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

Name of Applicant: BLUES GROOVE LLC dba NORTHWOODS BLUES FESTIVAL	Address of Applicant: 723 4TH AVE W ASHLAND, WI 54806																						
Name of Premises to be Licensed: RIVER FRONT PARK	Address of Premises: 10 SO. BRIDGE CHIPPEWA FALLS, WI	Date(s) of Event (Class "E" Licenses only): JUNE 21 + JUNE 22																					
Class of License Applied for:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Class "A" Annual</td> <td style="width: 10%; text-align: center;">[]</td> <td style="width: 30%; text-align: right;">\$130.00</td> </tr> <tr> <td>Class "B" Annual</td> <td style="text-align: center;">[]</td> <td style="text-align: right;">\$80.00</td> </tr> <tr> <td>Class "C" Annual</td> <td style="text-align: center;">[]</td> <td style="text-align: right;">\$30.00</td> </tr> <tr> <td>Class "D"</td> <td style="text-align: center;">[]</td> <td style="text-align: right;">\$10.00</td> </tr> <tr> <td>Class "E"</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: right;">\$10.00/day</td> </tr> <tr> <td>Live Music Annual</td> <td style="text-align: center;">[]</td> <td style="text-align: right;">\$30.00</td> </tr> <tr> <td>Juke Box</td> <td style="text-align: center;">[]</td> <td style="text-align: right;">\$30.00 (annual)</td> </tr> </table>		Class "A" Annual	[]	\$130.00	Class "B" Annual	[]	\$80.00	Class "C" Annual	[]	\$30.00	Class "D"	[]	\$10.00	Class "E"	<input checked="" type="checkbox"/>	\$10.00/day	Live Music Annual	[]	\$30.00	Juke Box	[]	\$30.00 (annual)
Class "A" Annual	[]	\$130.00																					
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Class "E"	<input checked="" type="checkbox"/>	\$10.00/day																					
Live Music Annual	[]	\$30.00																					
Juke Box	[]	\$30.00 (annual)																					

EXCERPT FROM MUNICIPAL CODE 12.04 (3) DANCES

APPLICATION AND REPRESENTATIONS. Each applicant shall represent at the time of application that the premises for the license meets all fire, safety and sanitary requirements of the City Code and the State Department of Health and that the premises comply with any applicable building code requirements together with such other requirements as may from time to time be imposed by the City Council. The applicant shall further represent that such compliance will continue at all times during which the license is held.

I have read and understand the above.

Steven Reaume _____ 5-9-19
 Signature of Applicant MANAGING MEMBER Date

Attest: Bridget Moens
 City Clerk/Deputy Clerk

Date of Council Approval: _____ License No.: _____

CITY OF CHIPPEWA FALLS

SURRENDER OF LICENSE

This is to advise that, as licensee, I (We) hereby surrender a Combination "Class B" Intoxicating Liquor & Fermented Malt Beverage license for the premise located at 1009 W. Park Avenue Chippewa Falls, WI 54729, on the condition that it be granted to the applicant (future licensee) as described below.

Ricky J. Hunt, d/b/a Park Avenue Hospitality Inc.
(Current business owner) (Current business name)
and Dushyant Patel, as applicant, make a
(Future business owner)

concurrent application for said license.

CURRENT LICENSEE

Signature Ricky J. Hunt Date 3/12/19

Name Ricky J. Hunt
Home address 7739 189th Street.
City Chippewa Falls WI Zip 54729
Phone (715) 379-5741

APPLICANT - FUTURE LICENSEE

Signature DP-el Date 3/12/19

Name DUSHYANT PATEL
Home address 3001 NW 12th St.
City LINCOLN, NE Zip 68521
Phone (402) 202-1337

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07-01-2019 ending: 06-30-2020
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: Town of } CHIPPEWA FALLS
 Village of }
 City of }

County of CHIPPEWA Aldermanic Dist. No. _____
 (if required by ordinance)

Check one: Individual Limited Liability Company
 Partnership Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>[REDACTED]</u>	
FEIN Number <u>[REDACTED]</u>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
BADGER STATE HOSPITALITY LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>PATEL</u>	<u>DUSHYANT</u>		<u>3001 NW 12TH ST., LINCOLN NE 68521</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>PATEL Gunderson</u>	<u>Steve</u> <u>DUSHYANT</u>	<u>A</u>	<u>1009 W Park Ave</u> <u>3001 NW 12TH ST., LINCOLN NE 68521</u> <u>Chippewa Falls WI 54709</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>PATEL</u>	<u>DUSHYANT</u>	<u>A</u>	<u>3001 NW 12TH ST., LINCOLN NE 68521</u>

1. Trade Name AVALON HOTEL, BRIDGEWATER RES & PUB Business Phone Number (715) 723-2281

2. Address of Premises 1009 W. PARK AVE. Post Office & Zip Code 54729

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
ENTIRE BUILDING INCLUDING HOTEL COMPLEX, RESTAURANT, BAR, BANQUET HALL & THE GROUNDS.

4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No

(b) If yes, under what name was license issued? PARK AVENUE HOSPITALITY INC.

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No

7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No

9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 03/21/19 of registration.

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No

(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No

11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No

12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) PATEL, DUSHYANT A.	Title/Member MANAGING MEMBER	Date 05/15/19
Signature <i>DP=tl</i>	Phone Number (402) 202-1337	Email Address badgerstatehllc@gmail.

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <i>5-16-19</i>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk <i>B. Givens</i>
Date license granted	Date license issued	License number issued	



APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

Name of Applicant: BADGER STATE HOSPITALITY LLC	Address of Applicant: 1009 W. PARK AVE CHIPPEWA FALLS, WI 54729																						
Name of Premises to be Licensed: AVALON HOTEL & CONF & BRIDGEWATER RES & PUB	Address of Premises: 1009 W. PARK AVE CHIPPEWA FALLS, WI 54729	Date(s) of Event (Class "E" Licenses only):																					
Class of License Applied for:	<table style="width: 100%; border: none;"> <tr> <td style="padding: 2px;">Class "A" Annual</td> <td style="padding: 2px; text-align: center;">[]</td> <td style="padding: 2px; text-align: right;">\$130.00</td> </tr> <tr> <td style="padding: 2px;">Class "B" Annual</td> <td style="padding: 2px; text-align: center;">[X]</td> <td style="padding: 2px; text-align: right;">\$80.00</td> </tr> <tr> <td style="padding: 2px;">Class "C" Annual</td> <td style="padding: 2px; text-align: center;">[]</td> <td style="padding: 2px; text-align: right;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Class "D"</td> <td style="padding: 2px; text-align: center;">[]</td> <td style="padding: 2px; text-align: right;">\$10.00</td> </tr> <tr> <td style="padding: 2px;">Class "E"</td> <td style="padding: 2px; text-align: center;">[]</td> <td style="padding: 2px; text-align: right;">\$10.00/day</td> </tr> <tr> <td style="padding: 2px;">Live Music Annual</td> <td style="padding: 2px; text-align: center;">[]</td> <td style="padding: 2px; text-align: right;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Juke Box</td> <td style="padding: 2px; text-align: center;">[X]</td> <td style="padding: 2px; text-align: right;">\$30.00 (annual)</td> </tr> </table>		Class "A" Annual	[]	\$130.00	Class "B" Annual	[X]	\$80.00	Class "C" Annual	[]	\$30.00	Class "D"	[]	\$10.00	Class "E"	[]	\$10.00/day	Live Music Annual	[]	\$30.00	Juke Box	[X]	\$30.00 (annual)
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EXCERPT FROM MUNICIPAL CODE 12.04 (3) DANCES

APPLICATION AND REPRESENTATIONS. Each applicant shall represent at the time of application that the premises for the license meets all fire, safety and sanitary requirements of the City Code and the State Department of Health and that the premises comply with any applicable building code requirements together with such other requirements as may from time to time be imposed by the City Council. The applicant shall further represent that such compliance will continue at all times during which the license is held.

I have read and understand the above.

DP-LL

 Signature of Applicant

5/16/19

 Date

Attest: Bridget Guens

 City Clerk/Deputy Clerk

Date of Council Approval: _____

License No.: _____

Statewide Services, Inc.

Claim Division

1241 John Q. Hammons Dr.
P.O. Box 5555
Madison, WI 53705-0555
877-204-9712

April 30, 2019



City of Chippewa Falls
Attn: Rick Ruf
30 W. Central Street
Chippewa Falls, WI 54729

Our Insured: City of Chippewa Falls
Date of loss: 3/20/19
Our Claim # WM000092110221
Claimant: Lois Papke
2219 Galloway St.
Eau Claire, WI 54701

Dear Rick,

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance which insures the City of Chippewa Falls. We are in receipt of the claim submitted by Mrs. Papke for damage to his vehicle allegedly caused by driving over a pothole on River Street.

We have reviewed the matter and recommend that the City of Chippewa Falls deny this claim pursuant to the Wisconsin statute for disallowance of claim 893.80(1g). The disallowance will shorten the statute of limitations period to six (6) months.

Our denial is based on the fact that the investigation revealed no negligence on behalf of the City. The City did not have prior actual or constructive notice of the pothole which allegedly caused this incident.

Please submit the disallowance directly to the claimant at the above address. The disallowance should be sent certified or registered mail and must be received by the claimant within 120 days after you receive Notice of Claim. Please send a copy of the disallowance to Statewide Services Inc. Claims.