

## AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, June 7, 2016, 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 17, 2016.
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 23, 2016 was cancelled due to a lack of agenda items.
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 June 3, 2016. (*minutes to be distributed prior to meeting*)
  - (b) Consider Committee #3 Transportation, Construction, Public Safety and Traffic minutes of May 31, 2016.
  - (c) Consider Committee #4 Recycling, Computerization, Building, and Intergovernmental Services minutes of May 24, 2016.
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" Beer Retailer's License from Notre Dame Parish for the Notre Dame Parish Picnic to be held on August 20-21, 2016 at Notre Dame Church, 117 Allen Street.
  - (c) Consider Application for Temporary Class "B" / "Class B" Beer and Wine Retailer's License from the Community Foundation of Chippewa County for the Wine & Dine at Irvine event being held on June 20, 2016 at the Irvine Park Main Pavilion.
  - (d) Consider Application for Class "E" Dance and Live Music License from the Community Foundation of Chippewa County for the Irvine Park Main Pavilion on June 20, 2016.
  - (e) Consider Street Use Permit Application from Leinenkugel's for the Leinie's Family Reunion event to be held on June 18, 2016 from 6:00 am - 7:00 pm utilizing E Elm Street between STH 124 and N Prairie Street and N Prairie Street between E Elm and E Cedar Street.
  - (f) Consider Application for Class "A" Annual Dance and Live Music License from Leinenkugel's for 124 E Elm Street.
  - (g) Consider Street Use Permit Application from Chippewa Falls Main Street for the Pure Water Days Parade to be held on August 13, 2016 from 11:00 am – 3:00 pm utilizing various City streets (see attached map).
  - (h) Consider Street Use Permit Application from Police Chief Matthew Kelm for the 2016 Special Olympics Law Enforcement Torch Run to be held on June 8, 2016 from 2:00 pm – 2:45 pm beginning at the Chippewa County Sheriff's Department, proceeding north on STH 124/N High Street to Jefferson Avenue, to east park entrance.
9. PETITIONS - None
10. MAYOR ANNOUNCES APPOINTMENTS - None
11. MAYOR'S REPORT - None
12. REPORT OF OFFICERS - None

**13. ORDINANCES**

**(a)** Consider **Ordinance #2016-09 Entitled:** An Ordinance Amending the Outdoor Beer Garden Code Section, § 12.03(6) of the Chippewa Falls Municipal Code to Allow for Modifications of Conditions by the Chippewa Falls Common Council.

**14. RESOLUTIONS**

**(a)** Consider **Resolution #2016-29 Entitled:** Resolution Awarding the Sale of \$6,540,000 General Obligation Corporate Purpose Bonds, Series 2016A. (*final resolution to be provided the day of sale – June 7, 2016*)

**15. OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW - None**

**16. CLAIMS**

**(a)** Consider claims as recommended by the Claims Committee.

**(b)** Consider claim submitted by Karlene Allen, 742 Veronica Street (refer to insurance company).

**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 June 3, 2016 at 2:00 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 17, 2016 in the City Hall Council Chambers. Mayor Greg Hoffman 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, CW King, Chuck Hull, Paul Olson, Paul Nadreau, and Brent Ford.

Also Present: City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, City Planner/Transit Manager Jayson Smith, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, Assistant City Engineer Rob Krejci, Police Chief Matthew Kelm, Chippewa Falls Main Street Director Teri Ouimette, Tourism Director Jackie Boos, City Clerk Bridget Givens, and those on the attached sign-in sheet.

### APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) **Motion by King/Nadreau** to approve the minutes of the May 3, 2016 Council Meeting. **All present voting aye, motion carried.**

### PERSONAL APPEARANCES BY CITIZENS

(a) Mayor Hoffman presented retired Police Chief Wendy Stelter with a plaque honoring her years of committed service to the City.

(b) Tourism Director, Jackie Boos, provided Council with a tourism update.

(c) Jeff Watton, 910 Pine Cone Ln, appeared to express his concern with the recommended proposal relative to localized flooding in the Korger Heights neighborhood. He felt the proposed solution could potentially lead to water backing up in front of his home.

### PUBLIC HEARINGS -None

### COMMUNICATIONS - None

### REPORTS

(a) The Board of Public Works Meeting of May 9, 2016 was cancelled due to a lack of agenda items.

(b) **Motion by Hull/Olson** to approve the Plan Commission minutes of May 9, 2016. **All present voting aye, motion carried.**

### COUNCIL COMMITTEE REPORTS

(a) **Motion by King/Nadreau** to approve the Committee #1 Revenues, Disbursements, Water and Wastewater minutes of May 10, 2016. Councilor Olson questioned why there was such a substantial change order for tree clearing. City Planner Smith indicated the bid documents were unclear. SEH did not consider opening up the riverfront as much as City staff thought it should be opened. Councilor Hull questioned why carpet was selected over tile for the Inspection Office. It was shared that the cost of carpet installation was significantly less than tile. **Roll Call Vote: Aye – King, Nadreau, Monarski, Kiefer, Hull; No – Olson, Ford. Motion carried.**

(b) **Motion by Kiefer/Olson** to approve the Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of May 10, 2016. Councilor Ford questioned what predicated the discussion on the City's Drug & Alcohol-Free Workplace Policy. Councilor King indicated the current policy is too vague. **Roll Call Vote: Aye – Kiefer, Olson, Nadreau, Ford, Monarski, King, Hull. Motion carried.**

(c) **Motion by King/Hull** to approve the Committee #3 Transportation, Construction, Public Safety and Traffic minutes of May 17, 2016. **Roll Call Vote: Aye – King, Hull, Olson, Nadreau, Ford, Monarski, Kiefer. Motion carried.**

(d) The Park Board minutes of May 10, 2016 were presented. Clerk Givens advised that currently, there is a moratorium on mobile food vendors, so at this time, the Park Board cannot approve them. It was suggested that this topic will be brought before Committee #3 for discussion.

(e) The Library Board minutes of April 13, 2016 were presented.

## **APPLICATIONS**

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

**(b) Motion by King/Ford** to approve the Application for Temporary Class "B" / "Class B" Beer and Wine Retailer's License from the American Legion Post 77 for a Flag Day Program to be held at 12 E Spring Street on June 13, 2016. **All present voting aye, motion carried.**

**Motion by Kiefer/Ford** to consider items (c) – (r) in one motion. Councilor Nadreau requested that additional conversation be had on item (o). **Kiefer/Ford amended** their motion to consider items (c) – (n) in one motion. **All present voting aye, motion carried.**

**Motion by Kiefer/Ford** to approve items (c) – (n) as follows:

**(c)** Application for Temporary Class "B" Beer Retailer's License from the Chippewa Falls Area Chamber of Commerce for the June Dairy Day Dinner to be held on June 15, 2016 at the Northern Wisconsin State Fairgrounds, 225 Edward Street.

**(d)** Application for Class "E" Dance and Live Music License from the Chippewa Area Chamber of Commerce for the Northern Wisconsin State Fairgrounds, 225 Edward Street, on June 15, 2016.

**(e)** Street Use Permit Application for the Eau Claire Children's Theatre for the UV Splash 5k by Color Dash to be held on June 24, 2016 on various City streets.

**(f)** Application for Temporary Class "B" Beer Retailer's License from the Eau Claire Children's Theatre for the UV Splash 5K by Color Dash to be held on June 24, 2016 at the Northern Wisconsin State Fairgrounds, 225 Edward Street.

**(g)** Application for Class "E" Dance and Live Music License from the Eau Claire Children's Theatre for the Northern Wisconsin State Fairgrounds 225 Edward Street, on June 24, 2016.

**(h)** Street Use Permit Application from Chippewa Falls Main Street for the Lake Wissota Garden Club Plant Sale to be held on June 4, 2016 from 6:30 am – 12:00 pm in the parking lot at 1 N Bridge Street.

**(i)** Street Use Permit Application from Notre Dame Parish for a Corpus Christi Procession to be held from 12:30 pm – 2:00 pm on May 29, 2016 on various City streets.

**(j)** Street Use Permit Application from Chippewa Falls Main Street for Paint the Town Up and Down on June 9 - 11, 2016 for horse drawn wagon rides transporting from downtown to the Heyde Center for the Arts and back.

**(k)** Street Use Permit Application from Chippewa Falls Main Street for Paint the Town Up and Down on June 9 – 11, 2016 to utilize parking spots on N Bridge Street for artists to set-up their artwork.

**(l)** Street Use Permit Application from the Chippewa Falls Public Library for a David G. Smith Outdoor concert on June 6, 2016 from 7:00 pm – 8:00 pm utilizing the library parking lot on Central Street.

**(m)** Street Use Permit Application from the Chippewa Valley Century Ride for the Leinenkugel's Chippewa Valley Century Ride on May 29, 2016 from 6:00 am – 8:00 pm utilizing various City streets.

**(n)** Application for Temporary Class "B" Beer Retailer's License from the Chippewa Valley Century Ride for the Leinenkugel's Chippewa Valley Century Ride utilizing the main pavilion at Irvine Park on May 29, 2016.

**All present voting aye, motion carried.**

**(o)** Councilor Nadreau expressed his concern that there may be too much clutter on the area of sidewalk in front of Machine Tool Camp as they already have a permit to place their robot on the sidewalk. It was shared that the benches will be approximately 25' away from the robot and against the building. **Motion by Kiefer/Olson** to approve the Sidewalk Use Permit Application from Machine Tool Camp, 128 W River St, to place benches and flower pots along the side of the building at the River Street entrance. **All present voting aye, motion carried.**

**Motion by King/Nadreau** to consider items (p) – (t) in one motion. **All present voting aye, motion carried.**

**Motion by Ford/Nadreau** to approve items (p) – (t) as follows:

**(p)** Application for Temporary Class "B" Beer Retailer's License from Chippewa Falls Main Street for Paint the Town Up and Down on June 9, 2016 at various retail locations.

**(q)** Application for Temporary Class "B" Beer Retailer's License from Chippewa Falls Main Street for Paint the Town Up and Down on June 10, 2016 at various retail locations.

**(r)** Application for Temporary Class "B" Beer Retailer's License from Chippewa Falls Main Street for Paint the Town Up and Down on June 11, 2016 at various retail locations.

**(s)** Conditional surrender from Wendy Scott (Glen Loch Roadhouse, 1300 Jefferson Street) of her Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License predicated upon the granting of the license to Wayne Gazzo.

**APPLICATIONS** (continued)

(t) Original Alcohol Beverage Retail License Application from Glenloch Saloon, LLC, Wayne Gazzo, Agent for a Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License for Glenloch Saloon located at 1300 Jefferson Avenue.

**All present voting aye, motion carried.**

**PETITIONS** - None

**MAYOR ANNOUNCES APPOINTMENTS** - None

**MAYOR'S REPORT** - None

**REPORT OF OFFICERS** - None

**ORDINANCES** - None

**RESOLUTIONS** - None

**OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW**

(a) Assistant City Engineer Krejci provided a presentation relative to the regional storm water concerns in the Korger Heights Subdivision area. He further explained potential solutions, anticipated costs, and funding sources. The following were the recommendations:

- reconstruct Pine Acre Ln from Sumac Dr to 500' east of Pine Needle Ln;
- inlet additions at the intersection of Pine Cone Ln and Pine Needle Ln; and
- curb cut.

Funding will come from the storm water utility.

**Motion by Monarski/Olson** to authorize proceeding with the proposed recommendations with funding to come from the storm water utility. **Roll Call Vote: Aye – Monarski, Olson, Nadreau, Ford, Kiefer, King, Hull. Motion carried.**

(b) Krejci advised that the multi-scope bids came in higher than anticipated, but that Fire Chief Hepfler removed bi-fold doors which decreased the sectional doors portion of the bid to more than offset the increase. **Motion by Hull/Ford** to approve the multi-scope contract for the Chippewa Falls Fire Station.

**Roll Call Vote: Aye – Hull, Ford, Monarski, Kiefer, King, Olson, Nadreau. Motion carried.**

**CLAIMS**

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

City General Claims:	\$789,775.54
Authorized/Handwritten Claims:	\$47,255.95
Department of Public Utilities:	\$47,278.93
Total of Claims Presented	<u>\$884,310.42</u>

**Roll Call Vote: Aye – King, Ford, Monarski, Kiefer, Hull, Olson, Nadreau. Motion carried.**

**CLOSED SESSION** - None

**ADJOURNMENT**

**Motion by King/Ford** to adjourn at 7:50 pm. **All present voting aye, motion carried.**

Submitted by:  
Bridget Givens, City Clerk

CITY COUNCIL ATTENDANCE SHEET - May 17, 2016

NAME	ADDRESS
RF Lee	1304 Row - SC
Ken Schmidt	14203 78th Ave. C.F.
Dale Claxton	1128 Pine Needle Dr. Chip Falls
Michael Buchmann	930 Bluff View Cir C.F.
Jim Claxton	1128 Pine Needle Dr. C.F.
Dennis Forstner	9177 136th St, C.F.
Scott Johnson	1020 Pine Needle Dr. C.F.
Jan Kopp & Wendy Kopp	809 Pine Ave DR CF
Brady Zwielfelhofer	1122 Pine Needle Dr CF
Coil Ericks	525 Old Tan Claire Rd C.F.
Jeff & Debbie Watton	910 Pine Cone Ln. Chippewa Falls, WI

CITY COUNCIL ATTENDANCE SHEET - May 17, 2016

NAME	ADDRESS
Roxanne Machico	1115 Sumac Jr. C.F/S W/



**Minutes**

**Committee #3**

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

**Committee #3 met Tuesday, May 31, 2016 at 4:00 pm in the City Hall Council Chambers, 30 West Central Street, Chippewa Falls, WI.**

Committee Members present: Paul Olson, CW King, and Brent Ford

Council Members present: Mayor Hoffman, John Monarski, Rob Kiefer, and Paul Nadreau

Others present: Police Chief Matthew Kelm, Director of Chippewa Falls Main Street Teri Ouimette, Judy VanGuilder representing The Fill Inn Station, and City Clerk Bridget Givens.

The meeting was called to order at 4:00 pm.

- 1. Discuss protocol for licensing mobile food vendors in the City of Chippewa Falls including, but not limited to, locations where vendors may sell food and the current moratorium on mobile food vendors in the City. Possible recommendations to the Council.**

Clerk Givens indicated this item was brought back before Committee predicated upon the Park Board approving a mobile food vendor for Irvine Park during music in the park, every other Sunday. The previous Council had issued a moratorium on mobile food vendors, unless they are operating on private property with permission from the property owner and other limited exceptions as defined in the resolution.

With the new Chippewa Riverfront under construction, it is anticipated more requests for mobile food vendors will be made. Council President Kiefer, who is also a member of the Park Board, indicated the Park Board has been approving mobile food vendors for events in the park for quite some time. Councilor King questioned if the Council could take this authority away from the Park Board and if the moratorium would apply to the city parks.

The Committee directed Givens to obtain samples of mobile vending ordinances from other municipalities and to check with the City Attorney relative to the applicability of the moratorium in city parks and the authority of the Park Board.

**No action taken.**

- 2. Discuss the Outdoor Beer Garden Code Section, §12.03 (6) of the Chippewa Falls Municipal Code including, but not limited to, the draft ordinance amendment to allow for modifications of conditions by the Chippewa Falls City Council. Possible recommendations to Council.**

The Committee discussed the proposed amendment to the Outdoor Beer Garden ordinance as drafted by the City Attorney. The recent requests to deviate from the ordinance have been in regard to fencing height and the ability to have music in the beer garden. Discussion ensued on the ability to monitor noise complaints. Givens advised that there are currently 15 beer gardens in the City. Concern was expressed that the Council will have to make the decision on whether to approve or disapprove each variance requests.

Following further discussion, it was thought that the ordinance amendment allows for each request to be considered on its merits with the ability of the Council to revoke any approved modification if any issues should happen to arise.

**Motion by Ford/Olson** to recommend Council approve the draft ordinance entitled: An Ordinance Amending the Outdoor Beer Garden Code Section §12.03 (6) of the Chippewa Falls Municipal Code to Allow for Modifications of Conditions by the Chippewa Falls Common Council. **All present voting aye, except King who voted no, motion carried.**

- 3. Discuss and consider variance request from Judy Van Guilder (representing The Fill Inn Station) of Code Section, §12.03 (6) of the Chippewa Falls Municipal Code relative to music in Outdoor Beer Gardens. Possible recommendations to Council.**

**Motion by Ford/Olson** to recommend granting the variance request from Judy Van Guilder of Code Section, §12.03 (6) of the Chippewa Falls Municipal Code relative to music in Outdoor Beer Gardens subject to the limitations described in the letter dated April 25, 2016 (with a correction of time to 10:00 pm) and subject to Council adopting the ordinance amendment. **All present voting aye, motion carried.**

- 4. Discuss inquiries relative to the ability of restaurants in the City with current alcohol beverage licenses to serve alcohol on sidewalks directly adjacent to and as part of their licensed premises. Possible recommendations to Council.**

Chippewa Falls Main Street Director, Teri Ouimette indicated that Lucy's was interested being able to serve alcohol at the tables in front of their restaurant. Current city ordinances do not allow for consumption of alcohol on sidewalks. It was expressed that if more than one restaurant was interested in pursuing this, the Committee would be willing to hear them.

Ouimette will check with other restaurants to determine their interest.

No action taken.

## **5. Adjournment**

**Motion by Ford/King** to adjourn at 5:11 pm. **All present voting aye, motion carried.**

Minutes submitted by:  
Paul Olson, Chair

RESOLUTION CONCERNING  
MOBILE VENDING

WHEREAS, Mobile vending food trucks are an emerging industry and practice and are expanding;

WHEREAS, Mobile vending today is a substantial departure from the mobile food supplier of the past;

WHEREAS, there is a need to review and study the health and safety impacts of food preparation through mobile vending and to analyze the impact upon year – round merchants in the City of Chippewa Falls;

NOW THEREFORE, The City of Chippewa Falls does hereby declare a moratorium on mobile vending food trucks until such time as the Chippewa Falls common council, departments, and committees can fully investigate and analyze the emerging industry and practices with the following moratorium exceptions:

1. Vendors at the Wisconsin State Fairgrounds;
2. Vendors at Pure Water Days events with the permission of the operator(s) of the event;
3. Food delivery trucks such as Schwan’s, etc.;
4. Ice cream trucks and hot dog carts;
5. Vendors set up in parking lots of retail establishments with the permission of the retail establishment; and
6. Other vendors with limited term permission of the City Council, or Mayor in the case of an emergency. The purpose of this moratorium is to continue the status quo and the intention is to continue existing practices and the enumeration herein may not cover all such existing practices.

Dated this 1<sup>st</sup> day of July, 2014

Council Vote: Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

COUNCIL PRESIDENT: \_\_\_\_\_  
William Hicks

APPROVED: \_\_\_\_\_  
Gregory S. Hoffman, Mayor

ATTEST: \_\_\_\_\_  
Bridget Givens, City Clerk

• (6)

OUTDOOR BEER GARDENS. (Rep. & recr. #09-12) Retail Class "B" Fermented Malt Beverage Licenses shall permit the sale of such beverages in outdoor beer gardens provided:

- (a) Access to the outdoor beer garden shall be solely through the main (indoor) entrance to the Class "B" licensed premises.
- (b) The outdoor beer garden shall be enclosed by a wall or fence not less than 8 feet in height.
- (c) No music or dancing shall be permitted in the outdoor beer garden. Amplified sound or music is permitted within the enclosed licensed premises only.
- (d) Bartenders shall be responsible for policing the outdoor beer garden at all times that it is open for operation.
- (e) No permit may be issued for an outdoor beer garden if any part of the outdoor beer garden is within 100 feet of a structure used for residential purposes, except residential uses located in the same structure as the licensed premises. This requirement may be waived at the discretion of the Chippewa Falls Common Council after a public hearing. An applicant who requests a public hearing shall supply to the City Clerk the names of all property owners within 100 feet of the licensed premises and the property owners shall be notified of the public hearing by first class mail. The applicant shall pay a \$20 fee to defray the costs of mailing and any property ownership search to confirm that the applicant has given accurate information.
- (f) The additional license shall be issued only in conjunction with a retail Class "B" fermented malt beverage license.
- (g) The premises shall conform to the rules of the State Department of Industry, Labor and Human Relations and the State Department of Health and Social Services.
- (h) Every permittee under this section shall comply with and enforce all provisions of ch. 125, Wis. Stats., applicable to Class "B" licensed premises, except insofar as such provisions are clearly inapplicable. Violation of the provisions of ch. 125, Wis. Stats., shall be grounds for revocation or suspension of the outdoor beer garden permit by the Chippewa Falls Common Council. By accepting a permit every permittee agrees that the permit is a privilege in which no rights vest and therefore may be revoked or suspended by the Chippewa Falls Common Council pursuant to State Statutes, or shall otherwise expire on June 30 of each year.

AN ORDINANCE AMENDING THE OUTDOOR  
BEER GARDEN CODE SECTION, §12.03(6)  
OF THE CHIPPEWA FALLS MUNICIPAL CODE  
TO ALLOW FOR MODIFICATIONS OF CONDITIONS  
BY THE CHIPPEWA FALLS COMMON COUNCIL

THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS, WISCONSIN, DO ORDAIN AS FOLLOWS:

- 1. That § 12.03(6)(i) of the Chippewa Falls Municipal Code be created to allow for modifications of the requirements and conditions for an outdoor beer garden permit by the Chippewa Falls Common Council and which shall provide as follows:

“(6) OUTDOOR BEER GARDENS ...

( i ) In any individual case, either originally or during the holding of a valid permit, the requirements and conditions of any subsection set forth above may be altered, waived, modified, or otherwise changed upon the recommendation of Committee No. 3 and the approval of the Chippewa Falls Common Council and a permit issued or amended based thereon. This may include such conditions, restrictions, or requirements as are deemed appropriate by the Chippewa Falls Common Council in the individual case before it. The permittee, in seeking such alteration, waiver, modification, or other change, agrees and consents that any such alteration, waiver, modification, or other change with any included conditions, restrictions or requirements is a privilege in which no rights vest and the Chippewa Falls Common Council retains the right to repeal, cancel, revoke, suspend, modify, amend or otherwise change the alteration, waiver, modification or other changes at any time without hearing but with notice to the permittee.

Dated this \_\_\_\_\_ day of June, 2016.

ALDERPERSON: \_\_\_\_\_  
Rob Kiefer, Council President

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Gregory S. Hoffman, Mayor

ATTEST: \_\_\_\_\_  
Bridget Givens, City Clerk

Judy VanGuilder  
802 Bridgewater Ave  
Chippewa Falls, WI 54729  
715-896-0907

April 25, 2016

Dear Chippewa Falls Board and Committee 3,

I am writing to request a variance from the city ordinance that eliminates the possibility of offering acoustic musical entertainment on the patio at The Fill Inn Station at 104 W. Columbia Street, Chippewa Falls, WI. I am working with the co-owner of The Fill Inn Station, Kara Goosens, to bring people back into the venue and to the downtown Chippewa Falls area during the summer months. What we have seen in past summers, is that during this time people leave the downtown, going to their campers early and/or to other venues outside of the city limits that offer this kind of family entertainment.

We are requesting that The Fill Inn Station be allowed to have acoustic music on the patio on Thursday evenings throughout the summer. The summer music series would run June through August, no later in the evening than 6 PM and would be acoustic music only, which tends to be calm and soothing by nature. No full bands would be part of this music series.

By allowing The Fill Inn Station to have live outdoor acoustic music on the patio during this limited time frame, it brings along with it new life and revenue to the downtown area. Chippewa Falls is progressive and having added a new distillery, expansion of restaurants, a new hotel and the park expansion project, live outdoor acoustic music on the patio is just another way thing that can bring revenue to the downtown and only add to the progress that the city has been working to create. Please consider this variance and allow The Fill Inn Station to offer something to not only help the downtown revenue stream but to help bring people back into the business during the summer months.

I truly appreciate the consideration,

Judy VanGuilder  
Chippewa Falls Resident

- **9.32 - CONSUMPTION OR POSSESSION OF INTOXICANTS ON STREETS PROHIBITED. (Am. #83-23)**

Unless the City Council shall exempt certain celebrations or activities, the following provisions shall apply:

(1)

No person shall consume alcohol beverages, as defined by §125.02, Wis. Stats., which are incorporated herein by reference, while in or upon any public street, alley, sidewalk, public parking lot or other public way.

(2)

All purchases of alcohol beverages by the glass or in open containers shall be consumed on the licensed premises where served and shall not be removed to any public street, alley, sidewalk, public parking lot or other public way.

(3)

No person shall be in possession of any glass or open container containing an alcohol beverage on any public street, alley or sidewalk, public parking lot or other public way.



Minutes

Committee #4

Recycling, Computerization, Building, and Intergovernmental Services

Committee #4 met Tuesday, May 24, 2016 at 4:00 pm in the City Hall Council Chambers, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: Chuck Hull, Paul Nadreau, and Paul Olson

Mayor/Other Council Members present: None

Others present: Finance Manager/Treasurer Lynne Bauer, City Clerk Bridget Givens, and Utilities Office Manager Connie Freagon

The meeting was called to order at 4:10 pm.

**1. Discuss potential purchase of iPads for City Council Members and Department Heads. Possible recommendations to Council.**

Utilities Office Manager Freagon indicated that during the budget process, Committee #1 approved exploring the purchase of iPads with cable franchise fees as a possible funding source. Freagon recommended purchasing the iPad 2 as there is a current special with Verizon. Discussion ensued relative to purchasing iPads with just Wi-Fi or cellular and the available data plans.

**Motion by Olson/Nadreau** to authorize purchasing the iPad 2 with the 20 gig shared data plan. Finance Manager Bauer questioned if the Committee was approving the purchase for Department Heads as well and if they would also be considering mid-level managers. She further questioned what the recurring costs would be and advised that if the funding is going to come from the 2% cable franchise fees, that the City has to commit to continuing to collect the fees. Bauer also advised if Committee #4 is going to approve the purchase, it should go back to Committee #1 for a formal motion on funding.

Freagon stated that the cost of nine i-Pads with cellular would be roughly \$3,600 with \$2,000 in annual recurring costs. It was suggested that Department Heads be polled to see who else would benefit from an i-Pad.

**Motion by Olson/Nadreau to amend** the previous motion to recommend Council approve purchasing the i-Pad 2, with cellular and a 20 gig shared data plan, for the Council Members, Mayor, and City Attorney with Committee #1 considering the funding source. **All present voting aye, motion carried.**

**2. Discuss media presentation equipment for the Council Chambers. Possible recommendations to Council.**

Freagon indicated this item was also brought forward during budget discussions. She has a proposal to replace the current projector in the Council Chambers with an air media wireless presentation system including a wireless projector, PC and cart. It was discussed that funding for this equipment could potentially come from the cable franchise fees. The cost is estimated at \$7,800.

**Motion by Nadreau/Olson** to recommend Council approve the proposal for media presentation equipment for the Council Chambers pending review by Committee #1 to consider a funding source. **All present voting aye, motion carried.**

**3. Discuss contract with CGI Communications, Inc. for a Community Video Program. Possible recommendations to Council.**

CGI Communications, Inc. (CGI) contacted the City relative to producing videos to place on the City's website. They have provided these services in the past, but when the new City website was launched, the videos were not included. They proposed to create an intro video and up to five videos of our choice. Potential topics include economic development, parks and recreation, etc. Sample videos were presented. It was suggested that we wait for the first phase of Chippewa Riverfront and the Irvine Park Welcome Center to be completed so they could be included.

CGI contacts local businesses for sponsorship opportunities which result in the videos being no-cost to the City. The City would not be responsible for any sales or promotion.

**Motion by Olson/Nadreau** to recommend Council approve the contract with CGI Communications, Inc. for a Community Video Program. **All present voting aye, motion carried.**

**4. Discuss existing Cooperative Agreement between the City of Chippewa Falls and the Town of Lafayette relative to a shared drop off site for large recyclable items. Possible recommendations to Council.**

Finance Manager/Treasurer Bauer provided an overview of the history of the Cooperative Agreement between the City and the Town of Lafayette. In 2006, grant monies were available for chipping and grinding with the requirement that a cooperative agreement be entered into with a neighboring township. These grant funds have since been combined with the other recycling grant funds. With the County going to a per capita calculation, it has become cost prohibitive to continue this agreement.

The contract indicates a 60-day notice is required to terminate the agreement with the 60-days coming before the automatic annual renewal. It was recommended that Attorney Ferg review the agreement to determine if we can give a 60-day notice now, or if we would have to wait until closer to the end of the year.

**Motion by Olson/Nadreau** to recommend Council approve discontinuing the Cooperative Agreement between the City of Chippewa Falls and the Town of Lafayette pending review by City Attorney Ferg. **All present voting aye, motion carried.**

**5. Discuss possibility of entering into an intergovernmental agreement with Chippewa County for health inspections relative to City licensing requirements. Possible recommendations to Council.**

Clerk Givens advised that the current City Health Inspector resigned. As we are in the middle of licensing renewals, it is imperative that arrangements be made to cover the inspections associated with City licensing requirements.

Givens advised that she spoke with the Chippewa County Health Department, and they are already inspecting all but four of the licensed establishments in the City.

The Committee recommended Givens work with Chippewa County to develop a potential agreement for City licensing inspections.

**No action taken.**

**6. Adjournment**

**Motion by Olson/Nadreau** to adjourn at 6:16 pm. **All present voting aye, motion carried.**



### Frequently Asked Questions

- **Who is CGI Communications, Inc.?**  
Formed in 1988, CGI Communications, Inc. is the leading provider of high-impact marketing solutions to communities and small businesses. CGI is one of Upstate New York's top growth companies, receiving multiple Top 100 Awards in the Greater Rochester Area.
- **Are there any hidden costs?**  
No, there is never a point where your municipality will see an invoice for any services we provide.
- **What if no businesses sign up for sponsorship?**  
Even if zero sponsors participate, your Community will still receive the program at no cost. There is no threshold or minimum sponsorship requirement.
- **How long is the production time line?**  
The welcome video can be completed with in a few weeks. The entire video production is typically about 12 -14 weeks, but can vary depending on what time of year filming is preferred.
- **What is the relationship between CGI and the United States Conference of Mayors and the National League of Cities?**  
CGI works closely with the USCM and NLC to provide a myriad of digital marketing tools to showcase and promote individual municipalities nationwide. Our Community Showcase Program is an opportunity that both members and non-members can participate in.
- **Who fulfills the sponsorship element of the Community Video Program?**  
CGI takes care of all sponsorship fulfillment, however if your community would like to recommend businesses to have the first right of refusal, we encourage and welcome you to do so.
- **Do we have a choice of what season we are filmed in?**  
Absolutely! It is our goal to film municipalities in the season you feel best represents your community as a whole.
- **Do we need an Official Representative in our Welcome video?**  
Absolutely not! It is your community's choice on whether or not you would like to have a civic leader represented in the welcome video.
- **Does our city have a choice in what type of establishments can participate in the sponsorship fulfillment?**  
Of course! Your community has a say in the types of businesses that are featured. We simply need to know prior to the beginning of the sponsorship fulfillment campaign. For further information, please request CGI's Sponsor Policy.
- **Is there a special rate for non-profit organizations that want to get involved?**  
We provide a Community Organizations chapter that creates an opportunity for local non-profits to garner exposure on our program at no-cost.
- **What is the GoCast Mobile App?**  
GoCast gives you the power to record and upload videos to your official website and social media pages instantly! Operated right from your smart phone or device, GoCast allows you to record up to two minutes of video at a time with no limitation as to how often it's used. It is the perfect solution to adding new content to your website every day! From ribbon cuttings, festivals, departmental messages, emergency notifications, holiday greetings, event promotion...GoCast lets you capture it all.

## 2016 Community Video Program

CGI Communications, Inc.  
130 East Main Street, 5th Floor  
Rochester, NY 14604  
(800) 398-3029 phone  
(866) 429-8611 fax

Name: Connie Freagon  
Title: Utility Office Manager  
Address: 30 West Central Street  
City, State, Zip: Chippewa Falls, WI, 54729  
Phone: 715 726 2741  
Email: CFReagon@chippewafalls-wi.gov  
Website: www.chippewafalls-wi.gov

This agreement is between CGI Communications, Inc. ("CGI") and the City of Chippewa Falls (the "City") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewer access on different devices via a link on the [www.chippewafalls-wi.gov](http://www.chippewafalls-wi.gov) homepage, including any alternate versions of that homepage.

### During the term of this Agreement, CGI shall:

- Produce video content with subject matter that includes, but is not limited to: *Welcome, Education, Healthy Living, Homes / Real Estate*, and two additional videos with City's choice of subject matter
- Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations
- Provide script writing and video content consultation
- Send a videographer to City locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Provide a final draft of Community Video Program content subject to City's approval (up to 3 sets of revisions allowed). CGI's request for approval of content or revision, including final draft, shall be deemed approved if no response is received by us within 30 days of request
- Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia™ and QuickTime™
- Store and stream all videos on CGI's dedicated server
- Feature business sponsors around the perimeter of video panels
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the Community Video Program from City website, including any alternate versions of City's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the [www.chippewafalls-wi.gov](http://www.chippewafalls-wi.gov) website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement. "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant to City a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master Community Video Program
- Assume all costs for the Community Video Program
- Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates

### During the term of this Agreement, the City shall:

- Provide a letter of introduction for the program on City's letterhead
- Assist with the content and script for the Community Video Program
- Grant CGI the right to use City's name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the [www.chippewafalls-wi.gov](http://www.chippewafalls-wi.gov) homepage within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its [www.chippewafalls-wi.gov](http://www.chippewafalls-wi.gov) homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program
- Agree that CGI and the City each represent and warrant that any and all photographs, videos, and other content it submits for use in any video or other display comprising this program does not infringe on any third party's copyright, trademark or other intellectual property, privacy or publicity rights and shall defend and indemnify the other from any such claim or action

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. City warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this agreement.

The City of Chippewa Falls, WI

Signature:

Name (printed):

Title:

Date:

CGI Communications, Inc.



Name (printed): Nicole Rongo

Title: Vice President of Marketing and Acquisitions

Date: April 29, 2016

DATE

Dear Valued Business Owner:

The City of Chippewa Falls is excited to announce the continued partnership with CGI Communications, Inc. to create a series of professionally produced online videos to highlight everything our community offers residents, visitors, and business owners.

In addition to creating the videos, CGI is ensuring they are seen. Mobile devices have shifted the landscape of business, making it more important than ever to embrace technology. For many businesses, getting noticed online can be a challenge, however, **utilizing video dramatically improves visibility and drives more action to your website** than static pages, with the demand for video climbing even higher for users on mobile devices.

With an easily viewable interface on the official city website, this video program will encourage viewers to learn more about area attractions, economic development opportunities, quality of life, and the businesses supporting the program. In addition, the city's official website will backlink to CGI's [www.elocallink.tv](http://www.elocallink.tv), which hosts the Video Tour.

We are dedicated to highlighting the advantages of living and working in Chippewa Falls; advantages that include access to our wonderful business community; and we feel that this video program can be widely successful. We encourage you to consider participating in this city-wide program as it provides an exciting opportunity to showcase your business and utilize the power of video on your own websites and social media pages.

To learn more about sponsorship opportunities or to request an appointment please e-mail [BrandonB@cgicommunications.com](mailto:BrandonB@cgicommunications.com).

Best Regards,

Signatory  
Title

---

## CITY OF CHIPPEWA FALLS AND THE TOWN OF LAFAYETTE COOPERATIVE AGREEMENT

---

This agreement is made by and between the City of Chippewa Falls and the Town of Lafayette for intergovernmental cooperation in accordance of s. 66.0301, Wisconsin Statutes. The purpose of this cooperative agreement is to provide a shared drop off site for large items such as cardboard and metal items with the Town of Lafayette for the residents of the City of Chippewa Falls.

The intent of the cooperative agreement is to provide an additional option for residents with large amount of recyclable items.

1. TERM.

The term of this agreement shall begin when all parties hereto have signed this agreement. This agreement will automatically be extended for additional one year terms at the expiration of each term unless either party provide written notice of termination to the other party at least sixty (60) days prior to the termination of the initial or any renewal term hereof.

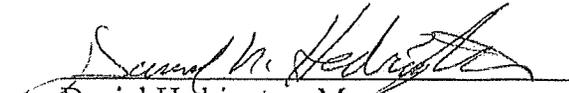
2. DUTIES AND RESPONSIBILITIES OF THE CITY OF CHIPPEWA FALLS.

- a. Arrange for the chipping service once per year at the Lafayette brush site.
- b. Pay for chipping service once per year at the Lafayette brush site.
- c. Inform City residents of the opportunity to use the Lafayette's Recycling Center.
- d. City residents must sign in before using the recycling center.  
Documentation is used for grant purposes.

3. DUTIES AND RESPONSIBILITIES OF THE TOWN OF LAFAYETTE.

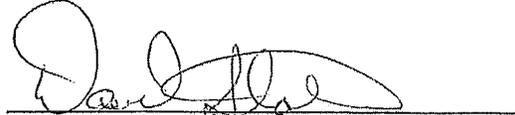
- a. Allow the City of Chippewa Falls' residents to use the Town of Lafayette's Recycling Center on regular recycling days and hours.  
Residents may recycle cardboard and scrap metal, etc.
- b. Allow the residents from the City of Chippewa Falls to use the Town of Lafayette's brush site. Residents may dispose of brush and yard waste materials.
- c. Inform the City of Chippewa Falls with any change in hours of operation.
- d. Recycle and market the recyclable materials that are brought to the center from City residents.
- e. Retain profits from the marketing of the recyclable materials at the center.
- f. Relocate the brush site to allow access of the chipping equipment.

**CITY OF CHIPPEWA FALLS**

  
Daniel Hedrington, Mayor

12-14-06  
Date

**TOWN OF LAFAYETTE**

  
David Staber, Chairman

12-20-06  
Date

TOWN OF LA FAYETTE  
5765 197<sup>TH</sup> STREET  
CHIPPEWA FALLS, WI 54729

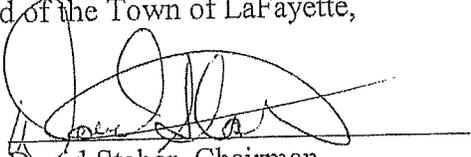
RESOLUTION TO SHARE RECYCLING SERVICES WITH THE CITY  
OF CHIPPEWA FALLS, WISCONSIN 54729

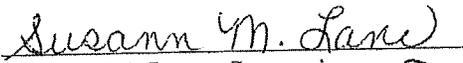
**WHEREAS** the Town Board of the Town of LaFayette, Chippewa County, Wisconsin, has the authority to work with other entities to share services for the good of the communities:

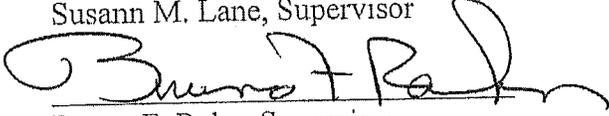
**NOW THEREFORE BE IT RESOLVED** by the Town Board of the Town of LaFayette, Chippewa County, Wisconsin, approved by a two third majority of the entire membership of the Town Board, does hereby agree to allow Residents of the City of Chippewa Falls to use LaFayette Recycling Services on regular recycling days/hours.

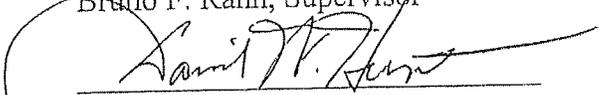
Adopted this 16<sup>th</sup> day of October, 2006, by the Town Board of the Town of LaFayette, Chippewa County, Wisconsin.

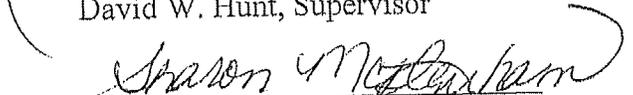
Vote for: 5 Opposed: 0

  
David Staber, Chairman

  
Susann M. Lane, Supervisor

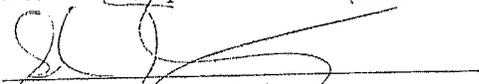
  
Bruno F. Rahn, Supervisor

  
David W. Hunt, Supervisor

  
Sharon McIlquham, Supervisor

Dated and signed this 16<sup>th</sup> of October, 2006.

I hereby certify that the foregoing Resolution was duly adopted by the Town Board of the Town of LaFayette, Chippewa County, Wisconsin, at a legal meeting on this 16<sup>th</sup> of October, 2006, and was posted in three (3) Posting Places in the Town of LaFayette most likely to be given notice to the public on this 16<sup>th</sup> day of October, 2006.

  
Sandra Harvey, Clerk

## 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: 04/27/2016  
 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 08/20/2016 and ending 08/21/2016 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

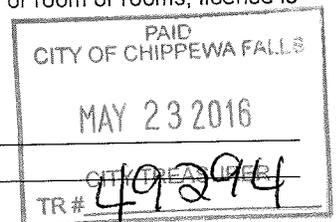
- (a) Name NOTRE DAME PARISH  
 (b) Address 117 ALLEN STREET, CHIPPEWA FALLS, WI 54729  
(Street)  Town  Village  City  
 (c) Date organized 1860  
 (d) If corporation, give date of incorporation \_\_\_\_\_  
 (e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:   
 (f) Names and addresses of all officers:  
 President MSGR. MARK PIERCE - 117 ALLEN ST, CHIPPEWA FALLS 723-7108  
 Vice President JIM SOKUP - 533 WOODWARD AVE, CHIPPEWA FALLS  
 Secretary \_\_\_\_\_  
 Treasurer \_\_\_\_\_  
 (g) Name and address of manager or person in charge of affair: JIM SOKUP - 533 WOODWARD AVE,  
CHIPPEWA FALLS

**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 117 ALLEN ST. PARKING LOT UNDER TENT - LEGAL DRINKING AGE  
 (b) Lot \_\_\_\_\_ Block WILL BE IDENTIFIED BY  
 (c) Do premises occupy all or part of building? NO WRIST BANDS  
 (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:

**3. Name of Event**

- (a) List name of the event NOTRE DAME PARISH PICNIC approx.  
 (b) Dates of event AUGUST 20-21 2016 4:00 PM - 10:00 PM Sat  
9:00 AM - 6:00 PM Sun



**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.

*SM 5/23/16*

Officer [Signature] 5-12-16 Officer \_\_\_\_\_  
(Signature/date) (Signature/date)  
 Officer James R. Sokup 5-11-16 Officer \_\_\_\_\_  
(Signature/date) (Signature/date)  
 Date Filed with Clerk 5-23-16 Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_ License No. \_\_\_\_\_

Approved: [Signature]  
5/26/16

# 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: JUN 2 2016

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 6/20/16 pm, 5:30 p.m. and ending 6/20/16, 8:30 p.m. 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

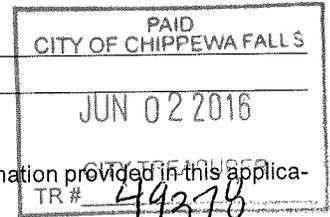
- (a) Name Community Foundation of Chippewa County
- (b) Address PO Box 153, Chippewa Falls, WI 54729  
(Street)  Town  Village  City
- (c) Date organized 2001
- (d) If corporation, give date of incorporation March 26, 2001
- (e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:
- (f) Names, addresses and phone numbers of all officers:  
 President Susan E. Kern, Board Chair (715) 720-4396  
 Vice President David A. Jankoski (715) 644-5880  
 Secretary Melinda (Haun) Hohncke (715) 723-8125  
 Treasurer Paul J. Salm (715) 726-0718
- (g) Name and address of manager or person in charge of affair: Melinda Haun, Executive Director, Community Foundation of Chippewa County, 404 1/2 N. Bridge 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 Irvine Park - Main Pavilion
- (b) Lot \_\_\_\_\_ Block \_\_\_\_\_
- (c) Do premises occupy all or part of building? All
- (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? Maybe Reason for minors being present: Children/Grandchildren (very few)  
Not expected Security measures: \_\_\_\_\_

**3. Name of Event**

- (a) List name of the event Wine & Dine at Irvine
- (b) Dates and times of event 6/20/16 from 5:30 p.m. to 8:30 p.m.



**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.

*ASM  
6/3/16*

Officer \_\_\_\_\_ (Signature/date)      Officer [Signature] 6/2/16 (Signature/date)

Officer \_\_\_\_\_ (Signature/date)      Officer [Signature] (Signature/date)

Date Filed with Clerk \_\_\_\_\_      Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_      License No. \_\_\_\_\_

Police Department Approval [Signature]      Date 6/3/16      Wisconsin Department of Revenue

6/3/16



## APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

<b>Name of Applicant:</b> Community Foundation of Chippewa County	<b>Address of Applicant:</b> 404 1/2 N. Bridge St. Chippewa Falls, WI																									
<b>Name of Premises to be Licensed:</b> Levee - Pavilion	<b>Address of Premises:</b> Chippewa Falls	<b>Date(s) of Event (Class "E" Licenses only):</b> 6-20-16																								
<b>Class of License Applied for:</b>  <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;">           PAID            CITY OF CHIPPEWA FALLS            JUN 02 2016            CITY TREASURER            TR# 49313         </div>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Class "A" Annual</td> <td style="padding: 2px; text-align: center;">[ ]</td> <td style="padding: 2px; text-align: right;">\$125.00</td> </tr> <tr> <td style="padding: 2px;">Class "B" Annual</td> <td style="padding: 2px; text-align: center;">[ ]</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" Annual</td> <td style="padding: 2px; text-align: center;">[ ]</td> <td style="padding: 2px; text-align: right;">\$25.00</td> </tr> <tr> <td style="padding: 2px;">Class "D" If holder of Class "C"</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;">[x]</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;">[ ]</td> <td style="padding: 2px; text-align: right;">\$30.00 (annual)</td> </tr> </table>		Class "A" Annual	[ ]	\$125.00	Class "B" Annual	[ ]	\$80.00	Class "C" Annual	[ ]	\$30.00	Class "D" Annual	[ ]	\$25.00	Class "D" If holder of Class "C"	[ ]	\$10.00	Class "E"	[x]	\$10.00/day	Live Music Annual	[ ]	\$30.00	Juke Box	[ ]	\$30.00 (annual)
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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.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

Attest:

Bridget Givens  
City Clerk/Deputy Clerk

Date of Council Approval: \_\_\_\_\_

License No.: \_\_\_\_\_



# CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

Applicant Name and Address: Lindsay Eukson - Manager  
Leinie Lodge 124 Elm Street, Chippewa Falls, WI 54729 Applicant Phone Number: (715) 720-2220

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:

Name of the event: Leinikuqi's Leinie Lodge Family Reunion Estimated number of persons participating: 5,000

Date and start and end times requested for street use:  
6/18/16 @ 6am - 6/18/16 - 7pm

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):  
Elm Street between 124 & N. Prairie Street / N. Prairie between Elm & E. Cedar Street

Use, described in detail, for which the street use permit is requested:  
to block traffic during the Leinie Lodge Family Reunion; not park

City services requested for the event (e.g., Street Department or Police Department staff time)  
Cones, barricades from Street department; police monitoring of traffic

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: [Signature] Date: 6.2.16

### OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):  
Nothing from the Police Department

Requirements of Applicant:

Approved by: [Signature] 6/13/16 Signature of Director of Public Works: Richard G. Huber PE June 3 2016

Signature of Chief of Police: [Signature] Recommendation of Board of Public Works (if required):  Approved  Denied  
 Decision of City Council (required):  Approved  Denied



# APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

<b>Name of Applicant:</b> Leinankugel's Leinie Lodge / Lindsey Edelson	<b>Address of Applicant:</b> 124 E. Elm St. Chippewa Falls, WI 54729																									
<b>Name of Premises to be Licensed:</b> Leinie Lodge	<b>Address of Premises:</b> Same	<b>Date(s) of Event (Class "E" Licenses only):</b>																								
<b>Class of License Applied for:</b>	<table style="width: 100%; border: none;"> <tr> <td style="padding: 2px;">Class "A" Annual</td> <td style="padding: 2px;"><input checked="" type="checkbox"/></td> <td style="padding: 2px; text-align: right;">\$125.00</td> </tr> <tr> <td style="padding: 2px;">Class "B" Annual</td> <td style="padding: 2px;">[ ]</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;">[ ]</td> <td style="padding: 2px; text-align: right;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Class "D" Annual</td> <td style="padding: 2px;">[ ]</td> <td style="padding: 2px; text-align: right;">\$25.00</td> </tr> <tr> <td style="padding: 2px;">Class "D" If holder of Class "C"</td> <td style="padding: 2px;">[ ]</td> <td style="padding: 2px; text-align: right;">\$10.00</td> </tr> <tr> <td style="padding: 2px;">Class "E"</td> <td style="padding: 2px;">[ ]</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;">[ ]</td> <td style="padding: 2px; text-align: right;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Juke Box</td> <td style="padding: 2px;">[ ]</td> <td style="padding: 2px; text-align: right;">\$30.00 (annual)</td> </tr> </table>		Class "A" Annual	<input checked="" type="checkbox"/>	\$125.00	Class "B" Annual	[ ]	\$80.00	Class "C" Annual	[ ]	\$30.00	Class "D" Annual	[ ]	\$25.00	Class "D" If holder of Class "C"	[ ]	\$10.00	Class "E"	[ ]	\$10.00/day	Live Music Annual	[ ]	\$30.00	Juke Box	[ ]	\$30.00 (annual)
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Juke Box	[ ]	\$30.00 (annual)																								

### EXCERPT FROM MUNICIPAL CODE 12.04 (3) DANCES

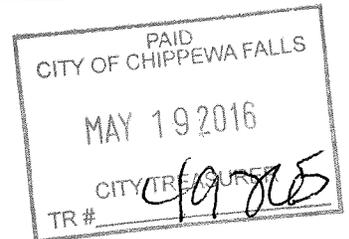
APPLICATION AND REPRESENTATIONS. Each applicant shall represent at the time of application that the premises for the license meets all fire, safety and sanitary requirements of the City Code and the State Department of Health and that the premises comply with any applicable building code requirements 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.

\_\_\_\_\_  
 Signature of Applicant

\_\_\_\_\_  
 Date 5.19.16

Attest: \_\_\_\_\_  
 City Clerk/Deputy Clerk



Date of Council Approval: \_\_\_\_\_

License No.: \_\_\_\_\_

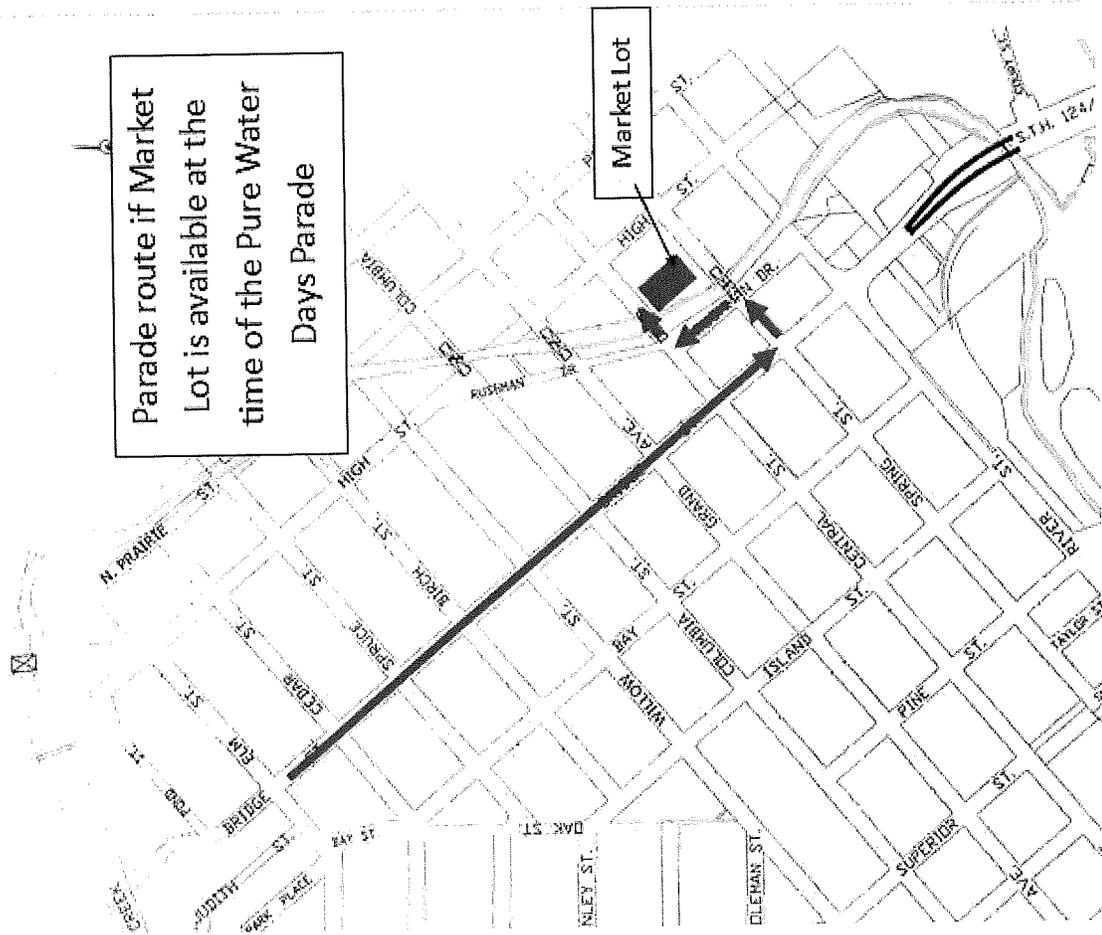


# CITY OF CHIPPEWA FALLS

## STREET USE PERMIT APPLICATION

Applicant Name and Address: Teri Ouimette, 514 N. Bridge St., Chippewa Falls, WI 54729		Applicant Phone Number: 715-723-6661
<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: Chippewa Falls Main Street, Inc. 514 N. Bridge St., Chippewa Falls, WI 54729 715-723-6661	
Name of the event: Pure Water Days Parade	Estimated number of persons participating: 7000	
Date and start and end times requested for street use: Saturday, August 13, 2016 11 a.m. - 3 p.m.		
Accurate description of the portion of the street or streets being requested for use (attach maps if necessary): N. Bridge St. from Elm St. to E. Spring St. (to include Market Lot, if it is available at that time) - see map		
Use, described in detail, for which the street use permit is requested: Pure Water Days Parade to include about 70 floats, walkers, and horse-drawn units.		
City services requested for the event (e.g., Street Department or Police Department staff time) Barricades - Street Department will be contacted.		
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. <b>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.</b>		
Signature of Applicant		5/16/16 Date
<b>OFFICE USE ONLY</b>		
Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works): <i>DPW - 2 staff officers needed - no charge 8-10 hrs each - 20 hrs total x \$35/hr = 700.00 Community Event No charge - RJK</i>		
Requirements of Applicant: <i>As per statement above, please pick up any necessary additional traffic cones or barricades at the Street Dept (45 Bjork-Riverside Drive). Coord. date with St. Manager Rick Rut. RJK 5/31/2016</i>		
Approved by: Signature of Chief of Police	Signature of Director of Public Works	
Recommendation of Board of Public Works (if required):	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Decision of City Council (required):	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied

# Plan A



# Plan B





# CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

Applicant Name and Address: Matthew Kelm		Applicant Phone Number: 715-456-6101
<input 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. Terry Nicks Eau Claire Police Dept. 715-839-4994	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: Karen Kraus 715-833-0833 Special Olympics 2023 Fairfax Ave. Eau Claire, WI 54701	
Name of the event: Special Olympics Law Enforcement Torch Run	Estimated number of persons participating: 50-75	
Date and start and end times requested for street use: 6/8/16 Start time 1400 hrs to 1430 hrs End time approx. 1415 hrs to 1445 hrs		
Accurate description of the portion of the street or streets being requested for use (attach maps if necessary): From CC Sheriff Office, N on STH 124/N. High ST., Follow STH 124/Jefferson Ave., to East Park Entrance		
Use, described in detail, for which the street use permit is requested: 2016 Special Olympics Torch Run		
City services requested for the event (e.g., Street Department or Police Department staff time) Police for traffic control and street dept. for barricades if needed.		
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. <b>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.</b>		
Signature of Applicant 		Date June 2nd
<b>OFFICE USE ONLY</b>		
Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):  <i>No additional officers. On duty officer for traffic control of Jefferson @ Bridgewater</i>		
Requirements of Applicant:		
Approved by:		
Signature of Chief of Police 6/2/16		Signature of Director of Public Works PE June 2, 2016
Recommendation of Board of Public Works (if required):	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Decision of City Council (required):	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied

AN ORDINANCE AMENDING THE OUTDOOR  
BEER GARDEN CODE SECTION, §12.03(6)  
OF THE CHIPPEWA FALLS MUNICIPAL CODE  
TO ALLOW FOR MODIFICATIONS OF CONDITIONS  
BY THE CHIPPEWA FALLS COMMON COUNCIL

THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS, WISCONSIN, DO ORDAIN AS FOLLOWS:

- I. That § 12.03(6)(i) of the Chippewa Falls Municipal Code be created to allow for modifications of the requirements and conditions for an outdoor beer garden permit by the Chippewa Falls Common Council and which shall provide as follows:

“(6) OUTDOOR BEER GARDENS ...

( i ) In any individual case, either originally or during the holding of a valid permit, the requirements and conditions of any subsection set forth above may be altered, waived, modified, or otherwise changed upon the recommendation of Committee No. 3 and the approval of the Chippewa Falls Common Council and a permit issued or amended based thereon. This may include such conditions, restrictions, or requirements as are deemed appropriate by the Chippewa Falls Common Council in the individual case before it. The permittee, in seeking such alteration, waiver, modification, or other change, agrees and consents that any such alteration, waiver, modification, or other change with any included conditions, restrictions or requirements is a privilege in which no rights vest and the Chippewa Falls Common Council retains the right to repeal, cancel, revoke, suspend, modify, amend or otherwise change the alteration, waiver, modification or other changes at any time without hearing but with notice to the permittee.

Dated this \_\_\_\_\_ day of June, 2016.

ALDERPERSON: \_\_\_\_\_  
Rob Kiefer, Council President

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Gregory S. Hoffman, Mayor

ATTEST: \_\_\_\_\_  
Bridget Givens, City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AWARDING THE SALE OF  
\$6,540,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2016A

WHEREAS, on April 21, 2015 and on May 3, 2016, the Common Council of the City of Chippewa Falls, Chippewa County, Wisconsin (the "City") adopted initial resolutions (collectively, the "Initial Resolutions") authorizing the issuance of general obligation bonds in the following amounts for the following public purposes: \$240,000 for sewerage projects, consisting of wastewater and storm water improvements; \$185,000 for water system projects; \$1,005,000 for street improvement projects; and \$5,315,000 for fire station projects (collectively, the "Project");

WHEREAS, pursuant to the provisions of Section 67.05, Wisconsin Statutes, within 15 days following the adoption of the Initial Resolutions, the City Clerk caused a notice to electors to be published in the Chippewa Herald, stating the purpose and maximum principal amount of the bond issues authorized by the Initial Resolutions and describing the opportunity and procedure for submitting a petition requesting a referendum on the bond issues authorized by the Initial Resolutions;

WHEREAS, no petition for referendum was filed with the City Clerk, and the time to file such a petition has expired;

WHEREAS, on May 3, 2016, the Common Council of the City also adopted a resolution providing that the general obligation bond issues authorized by the Initial Resolutions be combined, issued and sold as a single issue of bonds designated as "General Obligation Corporate Purpose Bonds" (the "Bonds") for the purpose of paying the cost of the Project;

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, on May 3, 2016 the City adopted a resolution directing Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Bonds;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on June 7, 2016;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on June 7, 2016;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the Common Council now deems it to be necessary, desirable and in the best interest of the City that the Bonds be issued in the aggregate principal amount of \$6,540,000 [for the following purposes and in the following principal amounts: \$240,000 sewerage projects, consisting of wastewater and storm water improvements; \$185,000 water system projects; \$1,005,000 street improvement projects and \$5,315,000 fire station projects.]

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1A. Ratification of the Notice of Sale and Offering Materials. The Common Council of the City hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Award of the Bonds. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer until the closing of the bond issue, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2016A"; shall be issued in the aggregate principal amount of \$6,540,000; shall be dated June 28, 2016; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on the dates and in the principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2017. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on October 1, 2026 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on October 1,

2025 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2016 through 2035 for the payments due in the years 2017 through 2036 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Corporate Purpose Bonds, Series 2016A, dated June 28, 2016" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise

extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the Project or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the Project has been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the

date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation

services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Fiscal Agency Agreement between the City and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit F and incorporated herein by this reference.

Section 13. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 16. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota at Closing for further distribution as directed by Ehlers.

Section 17. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and

Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded June 7, 2016.

\_\_\_\_\_  
Gregory S. Hoffman  
Mayor

ATTEST:

\_\_\_\_\_  
Bridget Givens  
City Clerk

(SEAL)

DRAFT

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on October 1, \_\_\_\_, \_\_\_\_, \_\_\_\_ and \_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on October 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on October 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
CHIPPEWA COUNTY  
NO. R- \_\_\_\_\_ CITY OF CHIPPEWA FALLS \$ \_\_\_\_\_  
GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2016A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
October 1, \_\_\_\_\_ June 28, 2016 \_\_\_\_\_ % \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$ \_\_\_\_\_)

FOR VALUE RECEIVED, the City of Chippewa Falls, Chippewa County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2017 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$6,540,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the following public purposes: \$240,000 for sewerage projects, consisting of wastewater and storm water improvements; \$185,000 for water system projects; \$1,005,000 for street improvement projects; and \$5,315,000 for fire station projects, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on April 21, 2015, May 3, 2016 and June 7, 2016. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Bonds maturing on October 1, 2026 and thereafter are subject to redemption prior to maturity, at the option of the City, on October 1, 2025 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ are subject to mandatory redemption by lot as provided in the resolution awarding the Bonds at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Chippewa Falls, Chippewa County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF CHIPPEWA FALLS,  
CHIPPEWA COUNTY, WISCONSIN

By: \_\_\_\_\_  
Gregory S. Hoffman  
Mayor

(SEAL)

By: \_\_\_\_\_  
Bridget Givens  
City Clerk

DRAFT

Date of Authentication: June 28, 2016

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolution of the City of Chippewa Falls, Wisconsin.

ASSOCIATED TRUST COMPANY,  
NATIONAL ASSOCIATION,  
GREEN BAY, WISCONSIN

By \_\_\_\_\_  
Authorized Signatory

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

EXHIBIT F

Fiscal Agency Agreement

(See Attached)

DRAFT

## FISCAL AGENCY AGREEMENT

THIS AGREEMENT, made as of the 28th day of June, 2016 between the City of Chippewa Falls, Wisconsin (the "Municipality"), and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent").

WITNESSETH:

WHEREAS, the Municipality has duly authorized the issuance of its \$6,540,000 General Obligation Corporate Purpose Bonds, Series 2016A, dated June 28, 2016 (the "Obligations") pursuant to the applicable provisions of the Wisconsin Statutes and the resolutions adopted by the Municipality on April 21, 2015, May 3, 2016 and June 7, 2016 (collectively, the "Resolution"); and

WHEREAS, the Municipality is issuing the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations promulgated thereunder; and

WHEREAS, pursuant to the Resolution and Section 67.10(2), Wisconsin Statutes the Municipality has authorized the appointment of the Fiscal Agent as agent for the Municipality for any or all of the following responsibilities: payment of principal and interest on, registering, transferring and authenticating the Obligations as well as other applicable responsibilities permitted by Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Municipality and the Fiscal Agent hereby agree as follows:

### I. APPOINTMENT

The Fiscal Agent is hereby appointed agent for the Municipality with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Municipality.

### II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

### III. PAYMENTS

At least one business day before each interest payment date (commencing with the interest payment date of April 1, 2017 and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Municipality shall pay to the Fiscal Agent, in good funds immediately available to the Fiscal Agent on the interest payment date, a sum equal to the amount payable as principal of, premium, if any, and interest on the Obligations on such interest payment date. Said interest and/or principal payment dates and amounts are outlined on Schedule A which is attached hereto and incorporated herein by this reference.

#### IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Municipality a certificate regarding such cancellation. The Fiscal Agent shall be permitted to microfilm or otherwise photocopy and record said Obligations.

#### V. REGISTRATION BOOK

The Fiscal Agent shall maintain in the name of the Municipality a Registration Book containing the names and addresses of all owners of the Obligations and the following information as to each Obligation: its number, date, purpose, amount, rate of interest and when payable. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

#### VI. INTEREST PAYMENT

Payment of each installment of interest on each Obligation shall be made to the registered owner of such Obligation whose name shall appear on the Registration Book at the close of business on the 15<sup>th</sup> day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

#### VII. PAYMENT OF PRINCIPAL AND NOTICE OF REDEMPTION

(a) Principal Payments. Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

[The Obligations due on October 1, 20\_\_ and October 1, 20\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from deposits which are required to be made in amounts sufficient to redeem on October 1 of each year the respective amount of Term Bonds specified on the attached Schedule MRP.

The Municipality hereby directs and the Fiscal Agent hereby agrees to select the Term Bonds to be redeemed on the dates set forth above and to give notice of such redemption as set forth in substantially the form attached hereto as Schedule B by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Obligation selected to be redeemed, in whole or in part, at the address shown on the registration books as of the Record Date.

The Municipality, in accordance with Section III hereof, shall make payments sufficient for the Fiscal Agent to pay the amounts due on the Term Bonds subject to mandatory redemption.]

(b) Official Notice of Redemption. In the event the Municipality exercises its option to redeem any of the Obligations, the Municipality shall, at least 35 days prior to the redemption date, direct the Fiscal Agent to give official notice of such redemption by sending an official notice thereof by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company at least 30 days but not more than 60 days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such official notice of redemption shall be dated and shall state (i) the redemption date and price; (ii) an identification of the Obligations to be redeemed, including the date of original issue of the Obligations; (iii) that on the redemption date the redemption price will become due and payable upon each such Obligation or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (iv) the place where such Obligations are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Fiscal Agent. [Official notice of the redemption of Obligations subject to mandatory redemption shall be given in the same manner.]

(c) Additional Notice of Redemption. In addition to the official notice of redemption provided in (b) above, further notice of any redemption shall be given by the Fiscal Agent on behalf of the Municipality to the Municipal Securities Rulemaking Board and The Depository Trust Company of New York, New York but neither a defect in this additional notice nor any failure to give all or any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

Each further notice of redemption given hereunder shall be sent at least 30 days before the redemption date by registered or certified mail, overnight delivery service, facsimile transmission or email transmission and shall contain the information required above for an official notice of redemption.

(d) Redemption of Obligations. The Obligations to be redeemed [at the option of the Municipality] shall be selected by the Municipality and, within any maturity, shall be selected by lot by the Depository described in Section VIII hereof. [Obligations subject to mandatory redemption shall be selected as described in (a) above.] The Obligations or portions of Obligations to be redeemed shall, on the redemption dates, become due and payable at the redemption price therein specified, and from and after such date such Obligations or portions of Obligations shall cease to bear interest. Upon surrender of such Obligations for redemption in accordance with the official notice of redemption, such Obligations shall be paid by the Fiscal Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Obligation, there shall be prepared for the registered owner a new Obligation or Obligations of the same maturity in the amount of the unpaid principal. Each check or other transfer of funds issued in payment of the redemption price of Obligations being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Obligations being redeemed with the proceeds of such check or other transfer.

## VIII. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only System is to be utilized for the Obligations. The Fiscal Agent, as agent for the Municipality, agrees to comply with the provisions of The Depository Trust Company's Operational Arrangements, as they may be amended from time to time referenced in the Blanket Issuer Letter of Representations executed by the Municipality. The provisions of the Operational Arrangements and this Section VIII supersede and control any and all representations in this Agreement.

## IX. OBLIGATION TRANSFER AND EXCHANGE

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized representative. Upon such a transfer, new registered Obligation(s) of the same maturity, in authorized denomination or denominations in the same aggregate principal amount for each maturity shall be issued to the transferee in exchange therefor, and the name of such transferee shall be entered as the new registered owner in the Registration Book. No Obligation may be registered to bearer. The Fiscal Agent may exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole multiples of \$5,000.

The Obligations shall be numbered R-1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

The Municipality shall cooperate in any such transfer, and the appropriate officers of the Municipality are authorized to execute any new Obligation or Obligations necessary to effect any such transfer.

## X. AUTHENTICATION, IF REQUIRED

The Fiscal Agent shall sign and date the Certificate of Authentication, if any, on each Obligation on the date of delivery, transfer or exchange of such Obligation. The Fiscal Agent shall distribute and/or retain for safekeeping the Obligations in accordance with the direction of the registered owners thereof.

## XI. STATEMENTS

The Fiscal Agent shall furnish the Municipality with an accounting of interest and funds upon reasonable request.

## XII. FEES

The Municipality agrees to pay the Fiscal Agent fees for its services hereunder in the amounts set forth on Schedule [B/C] hereto.

### XIII. MISCELLANEOUS

(a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within five years of its date, then the monies representing such nonpayment shall be returned to the Municipality or to such board, officer or body as may then be entitled by law to receive the same together with the name of the registered owner of the Obligation and the last mailing address of record and the Fiscal Agent shall no longer be responsible for the same.

(b) Resignation and Removal; Successor Fiscal Agent. (i) Fiscal Agent may at any time resign by giving not less than 60 days written notice to Municipality. Upon receiving such notice of resignation, Municipality shall promptly appoint a successor fiscal agent by an instrument in writing executed by order of its governing body. If no successor fiscal agent shall have been so appointed and have accepted appointment within 60 days after such notice of resignation, the resigning fiscal agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent. The resignation of the fiscal agent shall take effect only upon appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(ii) The Fiscal Agent may also be removed by the Municipality at any time upon not less than 60 days' written notice. Such removal shall take effect upon the appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(iii) Any successor fiscal agent shall execute, acknowledge and deliver to Municipality and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Municipality, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Municipality.

(iv) Any corporation, association or agency into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor fiscal agent under this Agreement and vested with all the trusts, powers, discretions, immunities and privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(v) Any successor fiscal agent shall be qualified pursuant to Sec. 67.10(2), Wisconsin Statutes, as amended.

(c) Termination. This Agreement shall terminate on the earlier of (i) the payment in full of all of the principal and interest on the Obligations to the registered owners of the Obligations or (ii) five years after (aa) the last principal payment on the Obligations is due (whether by maturity or earlier redemption) or (bb) the Municipality's responsibilities for payment of the Obligations are fully discharged, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall, except as may otherwise by law, be turned over to the Municipality after deduction of any unpaid fees and disbursements of Fiscal Agent or, if required by law, to such officer, board or body as may then be entitled by law to receive the same. Termination of this Agreement shall not, of itself, have any effect on Municipality's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

DRAFT

(d) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

CITY OF CHIPPEWA FALLS,  
CHIPPEWA COUNTY, WISCONSIN

By \_\_\_\_\_  
Gregory S. Hoffman  
Mayor

(SEAL)

\_\_\_\_\_  
Bridget Givens  
City Clerk

ASSOCIATED TRUST COMPANY,  
NATIONAL ASSOCIATION, GREEN  
BAY, WISCONSIN  
Fiscal Agent

(SEAL)

By \_\_\_\_\_  
Title \_\_\_\_\_

Attest \_\_\_\_\_  
Title \_\_\_\_\_

SCHEDULE A

Debt Service Schedule  
\$6,540,000 General Obligation Corporate Purpose Bonds, Series 2016A  
of the City of Chippewa Falls, Wisconsin  
dated June 28, 2016

(SEE ATTACHED)

DRAFT

[ SCHEDULE MRP

Mandatory Redemption Provision

The Obligations due on October 1, \_\_\_\_, \_\_\_\_, \_\_\_\_ and \_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on October 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on October 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

[SCHEDULE B

NOTICE OF MANDATORY SINKING FUND REDEMPTION\*

City of Chippewa Falls, Wisconsin  
General Obligation Corporate Purpose Bonds, Series 2016A  
Dated June 28, 2016

NOTICE IS HEREBY GIVEN that a portion of the Bonds of the above-referenced issue which mature on October 1, 20\_\_ shall be subject to mandatory sinking fund redemption on October 1 of the year set forth below, in the amount set forth below, at a redemption price equal to One Hundred Percent (100%) of the principal amount redeemed plus accrued interest to the date of redemption.

<u>Redemption Date</u>	<u>Principal Amount</u>	<u>CUSIP Number</u>
October 1, ____	\$ _____	_____

Such portion of the Bonds will cease to bear interest on the redemption date set forth above.

BY THE ORDER OF THE  
COMMON COUNCIL

CITY OF CHIPPEWA FALLS, WISCONSIN

Dated: \_\_\_\_\_

\* To be provided by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to the call date. At least thirty (30) days prior to the call date notice shall also be filed electronically with the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org). ]

SCHEDULE [B/C]

(SEE ATTACHED)

DRAFT



# CITY OF CHIPPEWA FALLS CLAIM REPORTING FORM

R	RECEIVED	D
MAY 31 2016		
City Clerk City of Chippewa Falls		
By <i>TSJ</i>		

Name of Claimant: <i>Karlene Allen</i>	Claimant Address: <i>742 Veronica St Chippewa Falls WI 54779</i>
Claimant Phone Number: <i>1-715 829-2524</i>	Date of Incident: <i>5-17-16</i>
Time of Incident: <i>Unknown gone 4 days when returned home noticed</i>	Location of Incident: <i>Basement</i>
Damages Claimed (attach any relevant receipts and supporting documentation): <i>See attached papers 1,880.69</i>	
Description of Incident: <i>Came home after 4 days vacation I noticed a smell coming from my basement went down stairs and it was flooded only one half the part where the washer and dryer were and one pantry area and a open room. Called a drain service person and he said to call the city which I did the next day, because by this time they were closed. The city came out next day and found out that the back up in my basement was sewage.</i>	
Signature of Claimant: <i>Karlene J Allen</i>	Date: <i>5/31/16</i>