#### \*\*\*AMENDED AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, September 3, 2024 at 6:30 P.M. in the City Hall Council Chambers, 30 West Central Street, Chippewa Falls, WI The meeting may be viewed via livestream at the www.chippewafalls-wi.gov/council livestream link.

#### 1. CLERK CALLS THE ROLL

#### 2. APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) Approve minutes of the Council Meeting of August 20, 2024. (*minutes to be distributed prior to meeting*)

- 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.
   (a) Chippewa Falls Area Chamber of Commerce Tourism Director, Sue Leonard, to present brief tourism update.
- 4. PUBLIC HEARINGS None

#### 5. COMMUNICATIONS - None

#### 6. <u>REPORTS</u>

(a) Consider Board of Public Works minutes of August 26, 2024.

\*(b) Consider Board of Public Works minutes of September 3, 2024.

(c) Consider BID Board minutes of August 26, 2024.

- (d) Consider Transit Board minutes of September 3, 2024. (minutes to be distributed prior to meeting)
- 7. <u>COUNCIL COMMITTEE REPORTS</u> 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 September 3, 2024. (*minutes to be distributed prior to meeting*) (b) Library Board minutes of July 10, 2024.

#### 8. APPLICATIONS

\*\*(a) Consider the appeal of Brittni Wiener of the denial of her Taxicab Driver License Application as recommended by the Police Department.

**(b)** Consider Temporary Class "B" Beer Alcohol Beverage License Application of the Chippewa Youth Hockey Association, Inc. for the Chippewa Steel games to be held at 839 First Avenue on various dates in accordance with the attached application.

(c) Consider Temporary "Class B"/Class "B" Beer and Wine Alcohol Beverage License Application of the Republican Party of Chippewa County for a Second Amendment Banquet to be held on September 12, 2024 at the Knights of Columbus Hall, 236 Pumphouse Road.

#### 9. PETITIONS - None

#### 10. MAYOR ANNOUNCES APPOINTMENTS - None

11. MAYOR'S REPORT - None

#### 12. <u>REPORT OF OFFICERS</u> - None

#### 13. ORDINANCES

(a) First Reading of **Ordinance #2024-21 Entitled:** An Ordinance Amending the Zoning Code of the City of Chippewa Falls. (regarding 1 N High Street – R-1A Multi-Family Residential to P-1 Public and Institutional District)

**(b)** First Reading of **Ordinance #2024-22 Entitled:** An Ordinance Amending the Zoning Code of the City of Chippewa Falls. (regarding 1225 Jefferson Avenue – R-3A Multiple-Family Residence District to C-4 Highway Commercial District)

#### 14. RESOLUTIONS

(a) Consider **Resolution #2024-26 Entitled:** Resolution Authorizing the Issuance and Sale of up to \$318,937 Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2024, and Providing for other Details and Covenants with Respect thereto, and Approval of Related \$1,275,750 Financial Assistance Agreement.

\*(b) Consider **Resolution #2024-27 Entitled:** A Resolution Authorizing Expenditure of Public Funds for Repair and Remediation of Damage and Declaration of Emergency by Local Government. *(Resolution to be provided prior to meeting)* 

#### 15. OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

(a) Discuss and consider award of the contract for the Flag Hill Phase II project. \*\*\*(b) Discuss and consider quote(s) received from potential contractors related to repair and remediation work required to end the emergency declaration of the City Council in Resolution #2024-27 and as declared by the Board of Public Works at its September 3, 2024 meeting. *Pursuant to Wis. Stat. 19.84(3), there is good cause to amend this Agenda to include this item given the urgent need to protect the public health and welfare.* 

#### 16. CLAIMS

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

#### 17. <u>CLOSED SESSION</u> - 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 August 30, 2024 at 10:40 am by BNG.

I, hereby, certify that an amended 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 August 30, 2024 at 2:00 pm by BNG.

I, hereby, certify that an amended 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 August 30, 2024 at 2:50 pm by BNG.

I, hereby, certify that an amended 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 September 3, 2024 at 7:45 am by BNG.

#### CITY OF CHIPPEWA FALLS BOARD OF PUBLIC WORKS MEETING MINUTES MONDAY, AUGUST 26, 2024 – 5:30 PM

The Board of Public Works met in City Hall on August 26, 2024, at 5:30 PM. Attending were Mayor Greg Hoffman, Vice-President Tom Hubbard, Director of Public Works Brandon Cesafsky, Alderman Jason Hiess, and Finance Manager Lynne Bauer. Also attending was City Engineer Bill McElroy.

- 1. <u>Motion</u> by Hiess, seconded by Hubbard to approve the minutes of the August 12, 2024 Board of Public Works meeting. All present voting aye. <u>MOTION CARRIED</u>.
- 2. Cesafsky provided background on the Safe Step Program to perform a sidewalk audit along Bridge Street. From that audit, Safe Step would furnish data on the amount of sidewalk that that could be cut by Safe Step LLC and the amount that meets the criteria for replacement. There were discussions about the 2007 project completed by Safe Step LLC and Bauer asked if any replacements were done at that time. Cesafsky was not aware of any replacements but was going to check. There were questions about the cost of the audit with Safe Step LLC and Cesafsky stated that there is no cost but a gentleman's agreement that Safe Step LLC would expect to get the work if the City were to proceed with a cutting/grinding project. Cesafsky said the intent of this program would be to save business owners cost by offering the option to have the concrete sawn/ground down to make it compliant. The City's only method of repair is removing and replacement on the non-compliant sidewalk. If the City would also special assess business owners for any repairs that fell outside the cutting criteria and needed to be replaced.

<u>Motion</u> by Cesafsky, seconded by Hoffman to have Engineering set the criteria based on industry standards and proceed with the project with Safe Step LLC for Bridge Street from W. River Street to W. Elm Street. All present voting aye. <u>MOTION CARRIED</u>.

- 3. Cesafsky went through the audit received from TAPCO and explained that many of our signalized intersections have equipment that is 24+ years old and past its life expectancy. This is a risk for the City due to the part shortage for the old equipment. Cesafsky is working to get quotes from TAPCO to perform the recommended work and also a quote to replace the old cabinets and controllers. Cesafsky will report back with a cost and plan once he has received quotes. No Action Taken
- 4. Cesafsky provided an update on the Lead Service Line Program and stated that the City has already accepted 150 applications out of 270 in just 2 short months. There has been a lot of great feedback from residents and the program and processes are going smoothly. <u>No Action Taken</u>

#### 5. Adjournment

<u>Motion</u> by Hiess, seconded by Bauer to adjourn. All present voting aye. <u>MOTION</u> <u>CARRIED</u>. The Board of Public Works meeting adjourned at 6:30 PM.

Brandon Cesafsky, Secretary, Board of Public Works

#### CITY OF CHIPPEWA FALLS BOARD OF PUBLIC WORKS MEETING MINUTES MONDAY, AUGUST 12, 2024 – 5:30 PM

The Board of Public Works met in City Hall on August 12, 2024, at 5:30 PM. Attending were Mayor Greg Hoffman, Vice-President Tom Hubbard, Director of Public Works Brandon Cesafsky, Alderman Jason Hiess, and Finance Manager Lynne Bauer. Also attending was City Engineer Bill McElroy and Jarrod Starren of SEH.

- 1. <u>Motion</u> by Hiess, seconded by Bauer to approve the minutes of the July 8, 2024 Board of Public Works meeting. All present voting aye. <u>MOTION CARRIED</u>.
- Cesafsky gave an introduction of Jarrod Starren and a brief background on the River Street Project. McElroy gave the history on the project's previous attempts for funding and stated that the project is approved and is on schedule for 2025 Construction with bidding to occur in December of 2024. Jarrod Starren went through some of the design considerations and layout. No Action Taken
- 3. Cesafsky gave the background on the sewer siphon replacement analysis completed by ISG. He stated that one of the two pipes for the River Street siphon has failed and is inoperable. The City has two sewer siphons; each Siphon with two pipes. With one pipe being broken the City is at risk of sewer overflows if the last pipe were to fail or plug. There is also a concern with the issue that the broken siphon is causing with the wastewater treatment plant. The damaged River Street pipe is resulting in an excess amount of sand in our facility which is leading to excessive wear on equipment. Cesafsky stated that wastewater supervisor George Hobbs sees this as a critical project and would like to complete it as soon as possible. Cesafsky presented the analysis, design contract, and? grant writing contract with ISG with the comment that the wastewater department would like to move forward with project. Hiess brought up concerns about pipe sizing and McElroy stated that he has been working with ISG to properly size the pipes and that they are sufficient.

<u>Motion</u> by Hoffman, seconded by Hubbard to recommend Common Council recommend the Design Contract and Grant Writing Contract with ISG to Committee 1 to approve a funding source to complete the project in 2025. All present voting aye. <u>MOTION</u> CARRIED.

4. Cesafsky gave the background on the Sheboygan Warning Systems Audit completed in order to assess the current condition of the City of Chippewa Falls Emergency Warning System. The audit showed multiple things that require replacement and/or maintenance work in order to maintain the system. Hiess mentioned that it is important to maintain our facilities and was in favor of the work. Hoffman wondered if we could check with area contractors for the conduit and electrical and Cesafsky agreed that we should check with a local contractor as well.

<u>Motion</u> by Hoffman, seconded by Hubbard to recommend that the Common Council send the request of pole replacement, replacement of the Conduit and wiring, and an annual maintenance contract to Committee 1 to find a funding source. All present voting aye. <u>MOTION CARRIED</u>.

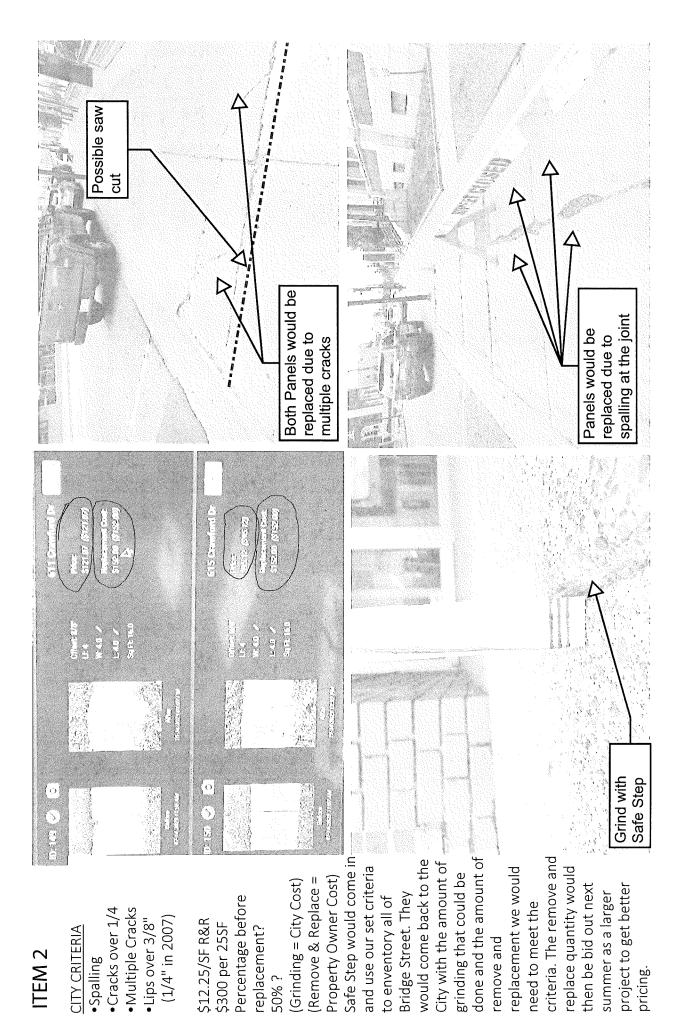
5. Cesafsky provided the background on the City of Chippewa Falls sidewalk replacement criteria. This included a background on the requirements by state statue and city ordinances which say that the board of public works is to recommend criteria to the common council for approval. McElroy and Cesafsky selected the criteria in the agenda documents and feel this covers the City's sidewalk program well and allows the Engineering Department to access different areas as needed based on the Capital Improvement Plan (CIP) and project type. Hiess and Hubbard stated that they think there should be a time requirement for the underlined items so that there are clear parameters. Hiess recommended that any sidewalk complaint received by the Engineering Department shall be held to all of the listed criteria as long as it is not scheduled on the CIP within the next two years. Sidewalk orders that fall within a project area that is on the CIP within the next two years shall only be held to the non-underlined criteria to address the hazard but also not require replacement of sidewalk that will be replaced in two years. Any sidewalk replacement that is part of a City Project shall be held to all of the listed criteria.

<u>Motion</u> by Hoffman, seconded by Hiess to recommend that the Common Council accept a resolution drafted by Engineering with the recommended criteria and above considerations after it has been reviewed and approved by the City attorney. **All present voting aye.** <u>MOTION CARRIED.</u>

- 6. Review and consider Safe Step Program for Bridge Street Sidewalk. <u>No Action Taken</u>
- 7. Review and consider TAPCO Traffic Control Cabinet Audit. <u>No Action Taken</u>
- 8. Adjournment <u>Motion</u> by Hoffman, seconded by Hubbard to adjourn. All present voting aye.

MOTION CARRIED. The Board of Public Works meeting adjourned at 6:30 PM.

Brandon Cesafsky Secretary, Board of Public Works



#### Safe Step Invoice Detail

Mr. Todd Berg City of Chippewa Falls 30 West Central St. Chippewa Falls, WI 54729 Phone: 715-726-2736 Safe Step LLC N1641 Waterlefe Drive Greenville, WI 54942 920.202.0954 - Phone EIN: 20-2754406 Invoice: #359

	te: 07/23/07 Bridge Stree	t	<u>Total Ln. Ft.</u> 1,137.5		<u>inch/Foot Price</u> \$17.73	<u>Total In. Ft.</u> 314.91	<u>Total Cost</u> \$4,959.14
No.		Low Side	Lineal Feet		Location	Inch Feet	Cost
10% for Pa		And the second s	Involce/service com	pletion (	date		-551.02
1	2	1	3	100	Bridge St.	0,56	\$9,97
2	3	1	11	100	Bridge St.	2,75	\$48.76
3	2	0	9	100	Bridge St.	1.13	\$19.9
4	2	0	3	100	Bridge St.	0.38	\$6.6
5	3	0	6	100	Bridge St Korgers	1.13	\$19.9
6	3	3	3,5	101	Bridge St.	1.31	\$23.2
7	4	0	4,5	101	Bridge St.	1.13	\$19.9
8	2	0	4	101	Bridge St.	0.50	\$8,8
9	4	4	5.5	110	Bridge St.	2.75	\$48.7
10	6	3	6	110	Bridge St.	3.38	\$59.8
11	2	0	2,5	110	Bridge St.	0.31	\$5.5
12	6	3	6	110	Bridge St.	3.38	\$59,84
13	3	0	4	110	Bridge St.	0.75	\$13,3
14	5	0	3	110	Bridge St.	0.94	\$16.6
15	3	0	2	110	Bridge St.	0.38	\$6.6
16	4	0	5	113	Bridge St.	1.25	\$22.1
17	3	0	3	113	Bridge St.	0.56	\$9,9
18	3	0	9,5	117	Bridge St,	1.78	\$31,5
19	3	0	3	117	Bridge St.	0,56	\$9,9
20	3	1	5,5	124	Bridge St.	1.38	\$24.3
21	2	1	6,5	124	Bridge St.	1.22	\$21.6
22	2	0	5	124	Bridge St.	0.63	\$11.0
23	3	2	3,5	124	Bridge St.	1.09	\$19,3
24	4	4	6	124	Bridge St,	3,00	\$53,1
25	6	0	5.5	124	Bridge St.	2.06	\$36,5
26	2	0	2.5	124	Bridge St.	0.31	\$5,5
27	2	0	4	200	Bridge – County Treasures	0,50	\$8,8
28	4	1	5	200	Bridge – County Treasures	1.56	\$27.7
29	3	0	2,5	200	Bridge – County Treasures	0.47	\$8,3
30	2	0	3	200	Bridge – County Treasures	0.38	\$6.6
31	5	0	4	200	Bridge – County Treasures	1.25	\$22.1
32	6	2	5	200	Bridge – County Treasures	2,50	\$44.3
33	4	1	5	200	Bridge – County Treasures	1,56	\$27.7
34	2	0	4	200	Bridge – County Treasures	0,50	\$8.8
35	6	0	4.5	200	Bridge – County Treasures	1.69	
36	2	2	5	200	Bridge – County Treasures	1.25	\$22.1
37	7	4	5	200	Bridge – County Treasures	3.44	\$60,9
38	3	1	5,5	200	Bridge – Northwestern Bnk	1.38	\$24.3
39	3	2	5,5	200	Bridge – Northwestern Bnk	1.72	\$30.4
40	3	0	4	200	Bridge – Northwestern Bnk	0.75	\$13,3
41	2	2	5	200	Harmony Courtyard	1.25	\$22.1
42	2	0	5	200	Harmony Courtyard	0.63	\$11.0
43	2	2	10	200	Harmony Courtyard	2,50	\$44.3
44	3	0	3,5	200	Harmony Courtyard	0,66	\$11.6 <sup>,</sup>

45	2	0	4	200	Harmony Courtyard	0.50	\$8.87
46	4	2	10	200	Harmony Courtyard	3.75	\$66.49
47	4	1	10	200	Harmony Courtyard	3,13	\$55.41
48	4	2	5	200	Harmony Courtyard	1,88	\$33,24
49	3	0	5	200	Harmony Courtyard	0.94	\$16.62
50	2	0	5	200	Bridge St.	0.63	\$11.08
51	6	3	5.5	217		3,09	\$54.85
51	2	0			Bridge St.	0.94	
			7.5	223	Bridge St.		\$16,62
53	3	0	6	223	Bridge St.	1,13	\$19,95
54	3	0	10	223	Bridge St.	1.88	\$33.24
55	5	1	11.5	223	Bridge St.	4.31	\$76.46
56	2	0	3	300	Bridge St.	0,38	\$6,65
57	2	0	3	300	Bridge St.	0,38	\$6,65
58	3	2	6	300	Bridge St.	1,88	\$33,24
59	2	0	3	300	Bridge St Mason Shoe	0,38	\$6.65
60	2	0	3.5	300	Bridge St Mason Shoe	0.44	\$7.76
61	4	2	6	300	Bridge St Post Office	2.25	\$39.89
62	3	0	5,5	300	Bridge St Post Office	1.03	\$18,28
63	4	1	6	300	Bridge St, - Post Office	1,88	\$33.24
64	3	0	5	300	Bridge St Post Office	0.94	\$16,62
65	3	0	5.5	300	Bridge St Post Office	1.03	\$18.28
66	4	4	6	300	Bridge St Post Office	3.00	\$53,19
67	3	2	6	300	Bridge St Post Office	1.88	\$33.24
68	2	1	6	304	Bridge St.	1,13	\$19.95
69	2	0	4	306	Bridge St.	0,50	\$8.87
70	2	0	3.5	306	Bridge St.	0.44	\$7.76
71	2	2	6	306	Bridge St.	1.50	\$26.60
72	4	1	6	307	Bridge St.	1.88	\$33,24
73	3	2	6	307	Bridge St.	1.88	\$33.24
74	2	0	2	307	Bridge St.	0.25	\$4.43
75	6	0	6	312	Bridge St.	2.25	\$39,89
76	8	0	3.5	314	Bridge St.	1.75	\$31.03
77	4	0	4	314	Bridge St.	1.00	\$17.73
78	2	0	3	314	Bridge St.	0,38	\$6.6
79	2	2	6	314	Bridge St.	1,50	\$26.60
80	4	0	3	314	Bridge St.	0,75	\$13.30
81	2	0	4.5	314	Bridge St.	0.56	\$9.97
82	3	0	3	314	Bridge St.	0.56	\$9.97
83	4	0	2.5	314	Bridge St.	0,63	\$11.08
							\$42.66
84	5	2	5.5	316	Bridge St. Bridge St.	2.41 0.31	\$5.54
85	2	0	2.5	316			\$5.54 \$11.64
86	3	0	3,5	318	Bridge St.	0.66	
87	3	0	4	318	Bridge St.	0.75	\$13.30
88	3	2	6	322	Bridge St.	1,88	\$33.24
89	2	0	2	322	Bridge St.	0,25	\$4.4
90	4	3	6	322	Bridge St.	2,63	\$46.5
91	3	0	3,5	322	Bridge St.	0.66	\$11.64
92	3	0	4	328	Bridge St.	0.75	\$13.3
93	8	1	5.5	328	Bridge St.	3,09	\$54.8
94	2	0	4	400	Bridge St Rutledge Bld.	0.50	\$8.8
95	4	3	6	400	Bridge St Rutledge Bld,	2.63	\$46,54
96	2	0	3	400	Bridge St Rutledge Bld.	0.38	\$6.6
97	5	0	6	400	Bridge St Rutledge Bld.	1.88	\$33.24
98	2	1	6	400	Bridge St Rutledge Bld.	1.13	\$19.9
99	2	0	2	400	Bridge St Rutledge Bld.	0.25	\$4.4
100	2	0	6	400	Bridge St Rutledge Bld.	0.75	\$13.30
101	4	3	4	411	Bridge St.	1.75	\$31.03
	4	0	2	411	Bridge St.	0,50	\$8,8

103	2	2	3	411	Bridge St.	0.75	\$13,30	
103	2	2	4	411	Bridge St.	1.00	\$17.73	
105	3	1	4	411	Bridge St.	1.00	\$17.73	
106	2	0	3	411	Bridge St.	0.38	\$6.65	
107	2	2	3	411	Bridge St.	0.75	\$13,30	
108	2	0	4	411	Bridge St.	0,50	\$8.87	
109	3	0	3	411	Bridge St.	0,56	\$9,97	
110	4	1	7	411	Bridge St.	2,19	\$38,78	
111	4	2	6	411	Bridge St.	2.25	\$39.89	
112	3	0	2	411	Bridge St.	0.38	\$6,65	
113	3	0	6.5	411	Bridge St.	1.22	\$21.61	
114	4	3	5	411	Bridge St.	2,19	\$38,78	
115	3	0	2	411	Bridge St.	0.38	\$6.65	
116	2	0	1.5	411	Bridge St.	0,19	\$3.32	
117	3	0	7	411	Bridge St.	1.31	\$23.27	
118	3	0	3	412	Bridge St.	0,56	\$9,97	
119	4	1	6	412	Bridge St.	1.88	\$33.24	
120	3	0	3	412	Bridge St.	0.56	\$9.97	
121	3	0	3,5	412	Bridge St.	0,66	\$11.64	
122	2	0	3	412	Bridge St.	0.38	\$6.65	
123	2	0	2	412	Bridge St.	0.25	\$4.43	
124	3	1	6	412	Bridge St.	1.50	\$26.60	
125	2	2	12	412	Bridge St.	3.00	\$53.19	
126	2	0	2	412	Bridge St.	0.25	\$4.43	
127	2	2	6	412	Bridge St.	1.50		* NC
128	6	1	6	412	Bridge St.	2.63		* NC
129	3	0	2	424	Bridge St.	0.38	\$6,65	
130	2	2	6	424	Bridge St.	1.50	\$26,60	
131	8	3	6	424	Bridge St.	4.13	\$73.14	
132	9	3	6	424	Bridge St.	4.50	\$79,79	
133	3	0	2	424	Bridge St.	0.38	\$6.65	
134	2	0	6	424	Bridge St.	0.75	\$13.30	
135	2	1	6	500	Bridge St Empty Lot	1.13	\$19.95	
136	2	2	6	500	Bridge St Empty Lot	1.50	\$26,60	
137	6	0	6	500	Bridge St Empty Lot	2.25	\$39,89	
138	2	0	3	500	Bridge St Empty Lot	0,38	\$6.65	
139	2	0	3	500	Bridge St Empty Lot	0.38	\$6.65	
140	5	2	5	500	Bridge St Holiday Gas	2,19	\$38.78	
141	3	2	3	500	Bridge St Holiday Gas	0,94	\$16.62	
142	5	0	3,5	500	Bridge St Holiday Gas	1,09	\$19.39	
143	3	0	4	500	Bridge St Holiday Gas	0,75	\$13.30	
144	5	0	4	500	Bridge St Holiday Gas	1.25	\$22.16	
145	2	2	11	500	Bridge St Holiday Gas	2.75	\$48.76	
146	2	0	6	500	Bridge St Holiday Gas	0.75	\$13.30	
147	4	1	6	500	Bridge St Salvation Army	1.88	\$33,24	
148	5	3	6	500	Bridge St Salvation Army	3,00	\$53.19	
149	6	2	6	500	Bridge St Salvation Army	3,00	\$53,19	
150	2	0	3	500	Bridge St Salvation Army	0,38	\$6,65	
151	4	0	2	502	Bridge St.	0,50	\$8,87	
152	4	0	3	502	Bridge St,	0.75	\$13,30	
153	4	4	6	502	Bridge St,	3.00	\$53,19	
154	4	0	4.5	508	Bridge St.	1.13	\$19,95	
155	3	0	3	508	Bridge St.	0.56	\$9,97	
156	4	0	3	508	Bridge St.	0.75	\$13,30	
157	5	0	2.5	508	Bridge St.	0.78	\$13.85	
158	6	0	3	508	Bridge St.	1.13	\$19,95	
159	4	0	4	508	Bridge St.	1.00	\$17.73	
160	3	0	3	510	Bridge St.	0,56	\$9.97	

161	2	0	5.5	510	Bridge St.	0.69	\$12.19
162	4	0	3	510	Bridge St.	0.75	\$13.30
163	5	3	5.5	510	Bridge St.	2,75	\$48.76
164	4	0	6,5	510	Bridge St.	1.63	\$28.81
165	2	1	5,5	514	Bridge St.	1.03	\$18.28
166	2	2	5.5	514	Bridge St.	1.38	\$24.38
167	3	0	1	514	Bridge St.	0.19	\$3,32
168	4	0	5	514	Bridge St.	1.25	\$22.16
169	2	0	3,5	514	Bridge St.	0.44	\$7.76
170	2	0	3.5	600	Bridge St Bill's Sports	0.44	\$7.76
170	4	3	4	600	Bridge St Bill's Sports	1.75	\$31.03
172	4	2	5	600	Bridge St Bill's Sports	1.88	\$33.24
172	2	0	4	600	Bridge St Bill's Sports	0.50	\$8.87
173	4	0	3	600	Bridge St Bill's Sports	0,75	\$13.30
174	3	0	5	600		0.94	\$16.62
175	3	0	3	600	Bridge St Town Pump	0.56	
178	3	3	6		Bridge St Town Pump		\$9.97
177	3	0	3	600	Bridge St Town Pump	2.25	\$39,89
178	2	1	6	600	Bridge St Town Pump	0,56	\$9,97
				600	Bridge St Town Pump	1.13	\$19,95
180	2	0	5.5	600	Bridge St Town Pump	0.69	\$12.19
181	3	0	6	600	Bridge St Town Pump	1.50	\$26.60
182				603	Bridge St.	1.13	\$19,95
183	5	1	10.5	603	Bridge St.	3.94	\$69,81
184	3	0	5	603	Bridge St.	0.94	\$16.62
185	6	2	10.5	603	Bridge St.	5,25	\$93.08
186	4	0	9	607	Bridge St.	2.25	\$39.89
187	6	3	6	607	Bridge St.	3,38	\$59.84
188	3	1	4	607	Bridge St.	1.00	\$17.73
189	4	0	4	607	Bridge St.	1.00	\$17.73
190	4	0	4	607	Bridge St.	1,00	\$17.73
191	4	3	5.5	608	Bridge St.	2.41	\$42,66
192 193	23	0	4 3	608 608	Bridge St.	0.50	\$8,87
193	7	3	6	608	Bridge St.	3,75	\$9.97 \$66.49
194	2	0	7	608	Bridge St. Bridge St.	0.88	\$15.51
195	3	2	6	608		1.88	\$13.31
190	4	0	6	608	Bridge St.	1.50	
	4 4	3		1	Bridge St.	1	\$26.60
198			6	610	Bridge St.	2.63	\$46.54
199	4	2	6	610	Bridge St.	2.25	\$39,89
200	2	2	6	610	Bridge St.	1,50	\$26,60
201	2	0	<u>4</u> 6	610	Bridge St.	0.50	\$8.87 \$66.49
202		3		610	Bridge St.		
203	2	2	6 5	611 611	Bridge St. Bridge St.	1.50 1.25	\$26.60 \$22.16
204	3 5	1	6	611	Bridge St. Bridge St.	3,38	\$22.16
205	2 2	4	4	611	Bridge St.	0.50	\$59.84 \$8.87
206	3		3	1	Bridge St.	0.56	\$8.87
207	2	0	6	611	Bridge St.	1.50	
208 209	3	2	11	611 611	Bridge St.	2.75	\$26,60 \$48,76
209	3	0	2.5	619	Bridge St.	0.47	\$48.70
210	3	0	3,5	619	Bridge St.	0.66	\$11,64
211	4	0	5	700	Bridge St Parking Lot	1.25	\$22.16
212	2	0	2	700	Bridge St Parking Lot	0.25	\$4.43
	2	0	21	700	Bridge St Parking Lot	0.23	\$4.43
214	3		4	700	Bridge St Parking Lot	0.75	<u>42.22</u> \$13,30
016	3	0	4	1			
215	1		25	700	Bridge St - Darking Lot	11.16	
215 216 217	1 3	0 0	2,5	700	Bridge St Parking Lot Bridge St Parking Lot	0.16	\$2.77 \$11.64

219	2	0	8.5	711 Bridge St.	1.06	\$18.84
220	4	0	5	711 Bridge St.	1.25	\$22.16
221	4	0	4	711 Bridge St.	1.00	\$17.73
222	4	0	4	711 Bridge St.	1.00	\$17,73
223	2	0	4	711 Bridge St.	0,50	\$8.87
224	1	0	0.5	712 Bridge St.	0.03	\$0.55
225	3	2	5,5	712 Bridge St.	1.72	\$30.47
226	6	0	5	712 Bridge St.	1.88	\$33.24
227	1	0	0,5	712 Bridge St.	0,03	\$0,55
228	4	0	5,5	712 Bridge St.	1.38	\$24.38
229	2	0	3.5	712 Bridge St.	0.44	\$7.76
230	2	0	5,5	712 Bridge St.	0,69	\$12,19
231	6	0	5	712 Bridge St.	1.88	\$33,24
232	2	1	6	114 ½ Bridge St.	1.13	\$19.95
233	2	0	4	114 ½ Bridge St.	0.50	\$8,87
234	3	2	4.5	220 1/2 Bridge St.	1.41	\$24.93
235	10	2	8	220 ½ Bridge St.	6.00	\$106.38
236	2	0	4	220 1/2 Bridge St.	0.50	\$8.87
237	3	0	4	220 1/2 Bridge St.	0.75	\$13.30

\* Adjacent to bad section. Should not have been cut per criteria - No charge



(https://americawalks.org/)

# BIOG

# New Poll Finds Strong Support for Investments in Safe, Walkable Sidewalks



(https://americawalks.org/wp-content/uploads/2019/07/klingler-1.jpg)This is a guest blogpost written by Jonathan Klingler, the principal analyst of Praecones Analytica (http://www.praecones.com/people.html) and an assistant professor of political science at the University of Mississippi.

Overwhelming majorities of Americans value safe sidewalks in their neighborhoods and believe taxpayer funding should be spent on sidewalks according to a recent poll (https://americawalks.org/wp-

content/uploads/2019/07/Safe-Sidewalks-Survey-Results-1.pdf).

These findings are more evidence of a growing national desire for sidewalks that provide pedestrians the opportunity to safely reach friends, families, jobs, schools, and local destinations on foot.

According to the survey conducted by Praecones Analytica (http://praecones.com/), over 91% of American adults feel that it is important that their community has safe, walkable sidewalks. These views are held by a wide-range of individuals regardless of their age, geographic region, and home, residence, or community type.

#### Safe Walking is a Political and Environmental Priority

Unsurprisingly, sidewalk improvements and investments are also a political priority for the vast majority of Americans. Nearly 85% of adults acknowledged that it is important that local officials use tax dollars to support sidewalks, and more than 70% of adults said they are more likely to support a candidate in local elections who is committed to fixing sidewalks and making them safer.



(https://americawalks.org/wp-content/uploads/2019/07/concrete-3848925\_1920.jpg)

Sidewalks and the walkable connections they create are known to provide numerous benefits for local communities and their residents. They are the preferred accommodations for pedestrians and help to increase safety, ensure mobility, and enable an overall healthier mode of travel.

According to the Federal Highway Administration (https://www.fhwa.dot.gov/) (FHWA), providing sidewalks has been shown to increase the number of trips made by walking, which helps reduce trips made by motor vehicles (https://americawalks.org/shift-your-energy-toward-walking/), improve traffic flow, and minimize congestion and harmful environmental emissions.

#### Walkability and Mobility Fairness is Livability

The poll also highlights how access to safe sidewalks has become a factor for adults when deciding where to live. Approximately 86% of adults feel that it is important to find a safe, walkable community when selecting a new home, apartment, or rental property. Strong majorities of adults earning over \$100,000 also reported that it's very important to find a walkable community when searching for a new home, which indicates that this aspect is a key concern for high-income adults interested in the housing market.

These unmistakable views can be partly attributed to the fact that an absence of safe sidewalks poses challenges and create great risks for all users. Roads without sidewalks are more than two times as likely to have a motor vehicle crash involving a pedestrian as locations with sidewalks on both sides of the street according to the FHWA.

Additionally, sidewalks with defects can be dangerous, especially for those with disabilities or trouble walking. Bumps, heaved slabs, spalled or cracked concrete, and tree root damage can all create difficult walking conditions and potentially lead to trips by pedestrians.

The Americans with Disabilities Act (ADA) demands that trip hazards be removed in order to prevent falls and provide access for all pedestrians and sidewalk users. Therefore, these types of sidewalk deficiencies represent a legal liability for property owners and local municipalities.

The poll found that strong majorities of Americans recognize the need to ensure equal walking opportunities for all individuals regardless of their ability or age, and reduce risks of ADA lawsuits for their local city or town.



(https://americawalks.org/wp-content/uploads/2019/07/F0BC284F-5084-42D6-9128-C2D4F9FE42FB-1.jpeg)

An impressive 87% of Americans understand that it is important that their local government works to achieve compliance with the ADA, and over 86% feel that local businesses should also make efforts to meet ADA standards. Another 87% of adults stated that it is important that sidewalks are easily navigable by people who have disabilities (https://americawalks.org/juliette-rizzo-blog-july/). It's notable that these views are held by people regardless of whether or not they or a family member are disabled.

#### Safety is Imperative for Our Youth

#### (https://americawalks.org/wp-

content/uploads/2019/07/boys-

3286364\_1920.jpg)Americans also believe that walkable sidewalks are important for schools and the children who use them to travel to and from their homes every day. An astounding 93% of adults feel that it is important for local schools to maintain safe sidewalks and prevent injuries by school children.



These results clearly demonstrate a national demand to

increase connectivity within local neighborhoods through safe, walkable sidewalks. It is imperative that we continue our efforts (https://americawalks.org/take-action/current-actions/) to ensure better

#### accommodations for pedestrians and continue advocating for change.

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Item 3



Phone 1-800-236-0112 5100 West Brown Deer Road Brown Deer, Wisconsin 53223

July 2, 2024

City of Chippewa Falls 30 W. Central St. Chippewa Falls, WI 54729

Attn: Brandon Cesafsky

Dear Brandon,

On July 1<sup>st</sup>-2<sup>nd</sup>, 2024 TAPCO performed Traffic Signal Preventative Maintenance Inspections on Fourteen (14) intersections. Below is a summary of items in need of attention as well as general notes and recommendations for each intersection. Items marked with an asterisk were corrected by TAPCO during the maintenance visit at no additional charge. If there are any remaining repairs you'd like TAPCO's assistance with or are interested in pursuing any of the recommendations I'd be happy to send you a quote. The intersection reports have been prepared electronically and are available for you to download at your convenience using the link emailed to you.

Bay & Central

- Unused signal cable conductors not grounded in cabinet
- Cabinet is bent up on right side leaving a gap between the cabinet and concrete base. Recommend sealing gap.
- East crosswalk both walk signals are starting to dim. Recommend replacing
- SW corner walk signal to cross Central starting to dim. Recommend replacing
- SW corner pedestrian signal to cross Bay missing lower pinnacle cap
- W-bnd far right signal pole base cracked
- Controller startup program from yellow-red flash does not comply with MUTCD standards. \*Changed startup parameters to comply with MUTCD 7/1/24



5100 West Brown Deer Road Brown Deer, Wisconsin 53223

Bay & Columbia

- Unused signal cable conductors not grounded in cabinet
- East crosswalk both walk signals are starting to dim. Recommend replacing
- SW corner pedestrian signal to cross Columbia don't walk signal has multiple segments not working
- NW corner pedestrian signal to cross Columbia walk signal starting to dim. Recommend replacing
- S-bnd EVP detector is detached from mounting bracket
- W-bnd EVP detector is detached from mounting bracket

Bay & Grand

- Unused signal cable conductors not grounded in cabinet
- West crosswalk both walk signals are starting to dim. Recommend replacing
- NW corner pedestrian signal to cross Bay walk signal starting to dim and don't walk signal 30% of pixels out. Recommend replacing
- W-bnd EVP detector not working and broken off of mounting bracket

Bay & River

- Unused signal cable conductors not grounded in cabinet
- Flasher #1 & Flasher #2 not alternating. \*Replaced with City spares 7/1/24
- Cabinet and equipment are approximately 27 years old and are beyond their normal useful life expectancy of 20 years. Recommend budgeting for replacement. Cabinet is non NEMA compliant and replacement controllers for this type of cabinet are no longer manufactured.
- NE & SE corner push buttons missing signs
- NE corner pedestrian signal pole base access door not secured. Bolt seized and tabs on bottom of door broken
- S-bnd near right signal head missing lower pinnacle cap



5100 West Brown Deer Road Brown Deer, Wisconsin 53223

Bay & Spring

- Unused signal cable conductors not grounded in cabinet
- NW corner pedestrian signal to cross Spring don't walk signal 30% of pixels out and walk signal starting to dim. Recommend replacing
- SW corner pedestrian signal to cross Spring don't walk signal not working
- NE corner pedestrian signal to cross Spring walk signal starting to dim. Recommend replacing

Bridge & Central

- Cabinet and equipment are approximately 34 years old and are beyond their normal useful life expectancy of 20 years. Recommend budgeting for replacement. Cabinet is non NEMA compliant and replacement controllers for this type of cabinet are no longer manufactured.
- Gap between bottom of cabinet and concrete pad. Recommend re-sealing
- Cabinet door latch is broken
- Flasher not alternating \*Replaced with City spare 7/1/24
- Cabinet fan not working
- Controller startup sequence from red flash does not meet MUTCD standards. Should come out in steady red for 6 seconds.
- 5 Volts between neutral and ground in cabinet, poor or missing bonding connection
- East and West crosswalks all walk signals starting to dim. Recommend replacing

Bridge & Columbia

- Unused signal cable conductors not grounded in cabinet
- N & S-bnd EVP detectors not centered on approaches
- E-bnd EVP detector not working
- West crosswalk both walk signals are starting to dim. Recommend replacing
- NE corner pedestrian signal to cross Columbia walk signal starting to dim. Recommend replacing
- N-bnd far right signal pole base damaged and pole is leaning and able to sway



5100 West Brown Deer Road Brown Deer, Wisconsin 53223

Bridge & Grand

- Unused signal cable conductors not grounded in cabinet
- Cabinet and equipment are approximately 34 years old and are beyond their normal useful life expectancy of 20 years. Recommend budgeting for replacement. Cabinet is non NEMA compliant and replacement controllers for this type of cabinet are no longer manufactured.
- Gap between bottom of cabinet and concrete pad. Recommend re-sealing
- Controller startup sequence from red flash does not meet MUTCD standards. Should come out in steady red for 6 seconds.
- NW corner pedestrian signal to cross Grand visor missing
- W-bnd EVP detector not centered on approach
- N-bnd far right yellow signal not working

Bridge & Spring

- Unused signal cable conductors not grounded in cabinet
- Cabinet and equipment are approximately 34 years old and are beyond their normal useful life expectancy of 20 years. Recommend budgeting for replacement. Cabinet is non NEMA compliant and replacement controllers for this type of cabinet are no longer manufactured.
- Gap between bottom of cabinet and concrete pad. Recommend re-sealing
- N-bnd and E-bnd EVP detectors not centered on approaches
- NW corner pedestrian signal to cross Spring walk signal is dim. Recommend replacing
- W-bnd EVP detector not working
- W-bnd far right signal pole base damaged, access door unable to be secured
- S-bnd near right signal pole base damaged, access door unable to be secured
- Signals go dark when cabinet is put into flash. \*Replaced failed flasher with City spare 7/1/24
- Controller startup sequence from red flash does not meet MUTCD standards. Should come out in steady red for 6 seconds



Phone 1-800-236-0112 5100 West Brown Deer Road

Brown Deer, Wisconsin 53223

Bridge & Willow

- Unused signal cable conductors not grounded in cabinet
- Cabinet and equipment are approximately 34 years old and are beyond their normal useful life expectancy of 20 years. Recommend budgeting for replacement. Cabinet is non NEMA compliant and replacement controllers for this type of cabinet are no longer manufactured.
- Controller startup sequence from red flash does not meet MUTCD standards. Should come out in steady red for 6 seconds.
- Cabinet lamp not working \*Replaced 7/1/24
- EVP system not working, interface card does not power up
- S-bnd far right signal pole base has a hole rusted through
- E-bnd near right signal pole base has a hole in it
- S-bnd EVP detector not centered on approach
- W-bnd far right signal pole base has a hole in it
- East crosswalk both walk signals starting to dim. Recommend replacing
- NE corner pedestrian signal to cross Willow lower signal bracket mounting hole not sealed

Bus 29 & Chippewa Crossing

- Unused signal cable conductors not grounded in cabinet
- Channels 1 & 2 walk indicators on conflict monitor not working
- Electric meter pedestal circuit breaker door not secured. \*Installed wire seal 7/2/24
- Cabinet heater not working
- S-bnd near right right turn signal missing lower pinnacle cap
- NE corner pedestrian signal to cross Chippewa Crossing wire pinched in signal door
- No push button signs installed
- W-bnd near left green through signal 20% of pixels out
- SW corner pedestrian signal to cross Bus 29 missing lower pinnacle cap
- All west crosswalk push buttons not bringing up the walk signal. (Buttons are not connected in cabinet. When connected the W-median button does not work but the other two are functioning normal)
- S-bnd far right signal head missing pinnacle cap



5100 West Brown Deer Road Brown Deer, Wisconsin 53223

Grand & Rushman

- Unused signal cable conductors not grounded in cabinet
- Cabinet and equipment are approximately 34 years old and are beyond their normal useful life expectancy of 20 years. Recommend budgeting for replacement. Cabinet is non NEMA compliant and replacement controllers for this type of cabinet are no longer manufactured.
- No prints in cabinet
- W-bnd EVP detector not centered on approach
- EVP not working on any approach
- E-bnd far right signal pole base damaged
- NE corner pedestrian signal to cross Grand don't walk signal 20% of pixels out

River & Main

- Unused signal cable conductors not grounded in cabinet
- Controller startup sequence from all red flash does not comply with current MUTCD standards. \*Changed controller startup sequence to 6 seconds of all red prior to River St green light
- EVP timings sequences could cause a left turn trap
- Extra Opticom 254 card in cabinet.
- SW corner push button to cross Main placing a constant call
- W-bnd far right signal head LED indicator positions in signal head are not in compliance with MUTCD standards. Signal positions from left to right should be red ball, yellow ball, yellow arrow, green arrow, green ball.
- Channels 2, 3, 5, 6 walk indicators on conflict monitor not working



5100 West Brown Deer Road Brown Deer, Wisconsin 53223

Woodward & Prairie View

- Unused signal cable conductors not grounded in cabinet
- SE corner luminaire cycling on/off
- Channels 1, 2, and 5 walk indicators on conflict monitor not working
- Recommend updating older plunger style push buttons to ADA compliant Polara bulldog push buttons
- NE corner pedestrian signal to cross Prairie View is facing 90 degrees away from crosswalk \*Re-aligned by hand 7/2/24 but locknuts will need to be tightened
- Preemption sequences could cause a left turn trap
- S-bnd far right signal pole base access door not secured. \*Secured 7/2/24
- E-bnd, N-bnd and S-bnd EVP detectors not working
- NW corner pedestrian signal to cross Woodward don't walk signal not working
- Cabinet heater not working
- W-bnd near right signal yellow arrow not working
- W-bnd near right signal pole base access door damaged
- W-bnd near right/E-bnd far left signal heads are wired backwards in the base of the pole. \*Corrected 7/2/24
- Both North crosswalk push buttons not working. \*Repaired failed solder joint on optoisolator card 7/2/24

If you have questions, feel free to give me a call at (414) 940-0850.

Sincerely, Traffic & Parking Control CO., INC

Tim Felhofer Traffic Signal Service Technician Item 4

# LSL Program Update - Provided at Meeting

#### MEETING MINUTES CHIPPEWA FALLS BUSINESS IMPROVEMENT DISTRICT BOARD OF DIRECTORS Monday, August 26, 2024

The Business Improvement District (BID) Board of Directors met in the Chippewa Falls City Hall on Monday, August 26, 2024 at 3:30 p.m. Present were: Joel Jacobson, Greg Misfeldt, Nate Seckora, Steve Harmon, Julie Bomar and Garrett Bresina. Also present were: Teri Ouimette, Chippewa Falls Main Street Executive Director and Brad Hentschel, BID Secretary.

The meeting was called to order at 3:30 p.m.

#### 1. Approve Minutes of the February 26, 2024 BID Board Meeting.

Motion by Bresina, seconded by Harmon to approve the minutes from the February 26, 2024 BID Board meeting. All present voting aye, motion carried.

## 2. Main Street request for second disbursement of 2024 BID funding. Possible recommendations to the Common Council.

Motion by Misfeldt, seconded by Bresina, to recommend to the City Council to authorize the second payment of the 2024 BID funding to Chippewa Falls Main Street, with the exception of \$500 to be retained in the account. All present voting aye, motion carried.

#### 3. Main Street Report of current activities and update.

Teri Ouimette briefed the Board on 2024 activities thus far. Harmony Court ribbon cutting on Wednesday, August 28, 2024 at 12 noon with WEDC leadership attending. Many thanks to the Chippewa Falls Rotarians and Rotary Foundation for making this project a success! Market on River nearing completion. Great collaboration on the new roundabout signage. Historic guided tours going well – 20 per tour max have been filling up for the 75-minute tour. Queen Bee Day went well – will be doing again. Car shows have been well attended – now averaging 250 cars per show. Pure Water Days and Riverfest were excellent events, great collaboration with PD and security – parade concerns seemed to have been much better. Upcoming events include Paint the Town Pink, Small Business Saturday, Downtown Trick or Treating, Wagon Rides, Santa's House, Tree Lighting.

Much discussion occurred around Allen Park and Farmers Market. BID Board would encourage discussions between Chippewa Falls Main Street, Parks Board and City to establish permanent direction for long-term home for Farmers Market. This will allow for improvements to be made to Allen Park. If Park Board would ever allow Farmers Market in Riverfront, Teri would need additional staff support to make the market bigger to fill the space, along with music and food vendors. Thus far, Park Board has denied requests from Main Street to relocate Farmers Market to Riverfront. BID Board supports the relocation of the Farmers Market to Riverfront and encourages Park Board reconsideration and collaboration with CFMS, if CFMS can comfortably grow the event. This may need City Council intervention.

BID Board also wishes to thank City Council and Police Department for downtown beautification efforts and continued enforcement of policies that keep the community safe and attractive.

Inquiry posed as to status of redoing Christmas decorations. Teri has not heard from Rick Ruf or Paul Nadreau on ordering materials. She will coordinate volunteers when materials are available. She would like to be involved with materials ordering to ensure there is sufficient materials to wrap the decorations with new garland, not just line them. Hentschel to inquire with Ruf and Nadreau.

No action taken.

#### 4. Adjournment.

Motion by Seckora, seconded by Misfeldt to adjourn. All present voting aye, motion carried. The meeting adjourned at 4:30 p.m.

Submitted by: Brad Hentschel, Secretary BID Board City Planner

#### Minutes of the Meeting of the Chippewa Falls Public Library Board of Trustees July 10, 2024

#### 1. Call to Order

Meeting was called to order by President Ambelang at 5:00 p.m. in the Virginia O. Smith Meeting Room of the Chippewa Falls Public Library.

#### 2. Roll Call of Members

Members Present: Ambelang, Jones, Martell (arrived 5:12 p.m.), Newton, Rasmus Members Absent: Houkom, King Others Present: Director Joe Niese, Confidential Administrative Assistant Deb Braden

#### 3. Approval of Agenda

Motion by Jones seconded by Rasmus to approve the agenda. All present Voting Aye. Motion carried.

#### 4. Disposition of the minutes of the Board of Trustees meeting of June 12, 2024.

Motion made by Jones seconded by Newton to approve the minutes of the Board of Trustees meeting of June 12, 2024. All present Voting Aye. Motion carried.

#### 5. Disposition of the vouchers to be paid from the 2024 budget after July 16, 2024.

Motion made by Jones seconded by Newton to approve the vouchers to be paid from the 2024 budget after July 16, 2024. Roll Call Vote. Voting Aye: Ambelang, Jones, Newton, Rasmus. Motion carried.

#### 6. Public Appearances

None

#### 7. Correspondence

None

#### 8. Management Report

Director Niese talked about highlights from the Management Report Programming this summer is busy. Patron numbers have increased as well as circulation numbers. It has been a great summer so far.

#### 9. Current Business

#### a) MORE Budget

Discussion was about the MORE Budget for next year. Motion made by Jones, seconded by Newton to accept the MORE Budget for 2025 as presented. Roll Call Vote. Voting Aye: Ambelang, Jones, Newton, Rasmus. Martell abstaining. Motion carried.

#### 10. Announcements

Trustee training is coming up. Remember the August Board of Trustees Meeting has been changed to August 7<sup>th</sup>.

#### 11. Items for future consideration

a) Department presentations – Jeanne Peterson – Tech Department

b) John Thompson presentation "What Does IFLS Do For Us?"

#### 13. Adjournment

Motion made to adjourn by Jones seconded by Newton. All present Voting Aye. Motion carried. Meeting adjourned at 5:27 p.m.

Respectfully Submitted, Deb Braden, Confidential Administrative Assistant .

Munitipally Chippewa Falls, WI

License(s) Requested			······································
		F	825
		License Fees	\$
Temporary "Class B" Wine	Temporary Class "B" Beer	Background Check	\$
		Total Fees	\$
		Colores and an and a second se	PAID
Part A: Organization Information		CITY OF C	HIPPEWA FALLS
1. Organization Name			2 3 2024
Chippewa Youth Hockey Ass	SOCiation Inc	nou	24 3) LULA
2. Organization Permanent Address	me.	CITY	TREASURER
830 First Avenue		TR #	19-15
3. City			Extag
Chippewa Falls		1 1	lip Code
6. Mailing Address (if different from permanent a	ndness)	WI	54729
PO Box 131, Chippewa Fall			
7. FEIN	8. Date of Organization/Incorporation	0.001.00	
	07/01/72	9. State of Organization	/Incorporation
10. Phone	11. Email	Wisconsin	
(715) 456-1316	rjnormand55@gmail.com		
12. Organization type (check one)			
🖌 Bona Fide Club 🛛 Church			
	Fair Association/Agricultural Socie		Organization
	er of Commerce or similar Civic or Trade Orga	anization under ch. 18	1, Wis. Stats.
the organization required to hold a Wi	sconsin Seller's permit?		🗹 Yes 🗌 No
14. Wisconsin Seller's Permit Number (if applicab	ie)		

#### Part B: Individual Information

List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary.

Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).

Last Name	First Name	Title	1
		1166	Phone
Bohland	Trevor	President	(715) 577-1949
Gibbs	Steven	Vice President	(715) 828-2272
Ryder	Dominic	Treasurer	(715) 271-0621
Lindstrom	Jennifer	Secretary	(715) 579-8598
Normand	Robert	Rink Manager	(715) 456-1316

Continued  $\rightarrow$ 

Part C: Event Information								
1. Name of Event (if applicable)								
Chippewa Steel Hockey Gam	e							
2. Dates of Operation	*				12	Hours of C		11
See Attached					1	Hours of C	•	
4. Premises Address						See at	tac	hed
839 First Ave								
5. CAV			····	-				
						6. State		7. Zip Code
Chippewa Falls						WI	j	54729
8. County	9. Governing Munici	ipality	City	Tow	n 🗌	Village	10.	Aldemanic District
Chippewa	of: Chippew					Ū		
11. Organizer of Event (if not the named application	ri)	12.E	mail and/o	v Phone (	lumber	for Organi	L	Fvent
13. Organizer Website		14. E	vent Web	site				
15 Premises Description Describe the huil	h h h	L	·					
15. Premises Description - Describe the buil stored, or consumed, and related recom-	ding or buildings a	and an	ny outside	e areas w	here a	cohol bev	/erag	ies and records are sold,
alcohol beverage activities and storage	of records may or	ide an Ichr or	niv on the	a nomic	Duildin	g, includi	ng liv	ing quarters. Authorized
or diagram and additional sheets if nece	ssary.			e premio	sa ucal	arren hi i	ms a	ppication. Attach a map
South Rink bleachers, mezzar	line, standir	w re		wine -				
will not be allowed outside	of the premi	ses	orin	locker	ueas	, conce	2851	on area. Alcohol
	1			100,101	100	uð ,		

#### Part D: Attestation

Who must sign this application?

• one officer or director of the nonprofit organization

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant organization and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate according to the law, including but not limited to, purchasing alcohol beverages from Wisconsin-permitted wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name		First Name				M.I.
Bohland		Trevor			l	s
Title	Email				Phone	1
President	tboh	landøcka	rter.net		(715) 57	77-1949
Summer C				Date		
Jan Jul				r	08/21/24	

Part E: For Clerk Use Only		
Date Application Was Filed With Clerk	License Number	
Date License Granted Signature of Clerk/Deputy Clerk	Date License Issued	*********
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Schedule
Home
/a Steel
Chippew
2024-25

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25     Chippewa Steel     Anchorage Wolverines     7:00 PM       25     Chippewa Steel     Anchorage Wolverines     7:00 PM       26     Chippewa Steel     Springfield Jr. Blues     7:00 PM       70     Chippewa Steel     Springfield Jr. Blues     7:00 PM	February 8, 2025	Chippewa Steel	Springfield Jr. Blues	7:00 PM	Chippewa Area Ice Arena	6:00PM-11:00 PM
25     Chippewa Steel     Anchorage Wolverines     7:00 PM       27     Chippewa Steel     Springfield Jr. Blues     7:00 PM       27     Chippewa Steel     Springfield Jr. Blues     7:00 PM	February 21, 2025	Chippewa Steel	Anchorage Wolverines	7:00 PM	Chippewa Area Ice Arena	6:00PM-11:00 PM
Chippewa Steel     Springfield Jr. Blues     7:00 PM       Chippewa Steel     Springfield Jr. Blues     7:00 PM	February 22, 2025	Chippewa Steel	Anchorage Wolverines	7:00 PM	Chippewa Area Ice Arena	6:00PM-11:00 PM
Chippewa Steel Springfield Jr. Blues 7:00 PM	March 21, 2025	Chippewa Steel	Springfield Jr. Blues	7:00 PM	Chippewa Area Ice Arena	6:00PM-11:00 PM
	March 22, 2025	Chippewa Steel	Springfield Jr. Blues	7:00 PM	Chippewa Area Ice Arena	6:00PM-11:00 PM
Chippewa Steel Minnesota Wilderness 7:00 PM	March 29, 2025	Chippewa Steel	Minnesota Wilderness	7:00 PM	Chippewa Area Ice Arena	6:00PM-11:00 PM

# **16** Events

License(s) Requested		F	ees		
		License Fees	\$ 10.00		
Temporary "Class B" Wine	Temporary Class "B" Beer	Background Check	\$		
		Total Fees	\$		
		CITY OF	PAID CHIPPEWA FALLS		
Part A: Organization Information			<u>6 a a 11 12 12 12 12 12 12 12 12 12 12 12 12 </u>		
1. Organization Name AUG 2 9 ZUZ4					
Republican Party of Chipp	ewa County		Y TREASLIRPR		
2. Organization Permanent Address	TR#	TR#			
2889 Cty Hwy I, STE 2					
3. City		4. State 5.	Zip Code		
Chippewa Falls	WI	54729			
6. Mailing Address (if different from permanent a	ddress)				
PO Box 384					
7. FEIN	8. Date of Organization/Incorporation	9. State of Organization	on/Incorporation		
		WI			
10. Phone 11. Email					
(715) 313-0934 bobgop23@yahoo.com					
12. Organization type (check one)					
🗌 Bona Fide Club 🗌 Church 🔄 Fair Association/Agricultural Society 🗌 Veteran's Organization					
Lodge/Society Chamber of Commerce or similar Civic or Trade Organization under ch. 181, Wis. Stats.					
13. Is this organization required to hold a Wisconsin Seller's permit?					
14. Wisconsin Seller's Permit Number (if applicable)					

#### Part B: Individual Information

List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary.

Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).

Last Name	First Name	Title	Phone
Billen	Robert	Chairman	(715) 313-0934
Michels	Paul	Vice-Chairman	(715) 271-1942
Palmer	Leigh	Secretary	(715) 577-5043

Continued  $\rightarrow$ 

Part C: Event Information							
1. Name of Event (if applicable)							
2nd Amendment Banquet							
2. Dates of Operation			3.⊦	lours of O	perat	ion	
09/12/2024	09/12/202	4	4	4:30 PM - 11:00 PM			
4. Premises Address							
236 Pumphouse Road							
5. City				6. State		7. Zip Code	
Chippewa Falls				WI		54729	
8. County	9. Governing Munic	pality 🔽 City 🔲 Town	<u>۱</u>	/illage	10.	Aldermanic District	
Chippewa	of: Chippew	a Falls			5	5	
11. Organizer of Event (if not the named application	nt)	12. Email and/or Phone Number for Organizer of Event					
n/a							
13. Organizer Website		14. Event Website					
chippewacountygop.com		n/a					
15. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages and records are sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.					ving quarters. Authorized		
The Knights of Columbus Hall is a standard banquet hall rental facility with a large open area for up to 300 guests, Kitchen facilities, mens & women's bathrooms and other locked/secured offices. There is a double door main entry with a foyer to the banquet area. These are the only areas accessible and available per the rental agreement. The square footage of available rental space is unknown and unlisted on the KC 974 website.							
Part D: Attestation							
Who must sign this application?							
<ul> <li>one officer or director of the nonprofit organization</li> </ul>							
<b>READ CAREFULLY BEFORE SIGNING:</b> Under penalty of law, I have answered each of the above questions completely and truthfully. Lagree that Lam acting solely on behalf of the applicant organization and not on behalf of any other individual or entity.							

truthfully. I agree that I am acting solely on behalf of the applicant organization and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate according to the law, including but not limited to, purchasing alcohol beverages from Wisconsin-permitted wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Billen					M.I.
priteu		Robert			С
Title	Email	••••••••••••••••••••••••••••••••••••••		Phone	I
Chairman	bobg	op230yahoo.com		(715) 3	13-0934
Signature Joller HCBall			Date	08/28/24	

Part E: For Clerk Use Only	
Date Application Was Filed With Clerk	License Number
Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk	

## AN ORDINANCE AMENDING THE ZONING CODE OF THE CITY OF CHIPPEWA FALLS

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

1. That the following described real estate situated in the City of Chippewa Falls, Chippewa County, Wisconsin, be rezoned:

Original Plat, Lot 1, Block 12, parcel #22808-0532-60011201 at 1 North High Street, City of Chippewa Falls, Chippewa County, Wisconsin from

R-1A Multi-Family Residential to P-1 Public and Institutional District

- 2. That the Zoning District Map of the City of Chippewa Falls be and the same is hereby amended in accordance with the foregoing.
- 3. That this Ordinance shall take effect from and after its passage and publication.

DATED this 17<sup>th</sup> day of September, 2024.

COUNCIL PRESIDENT:

John Monarski

FIRST READING:September 3, 2024SECOND READING:September 17, 2024PUBLIC HEARING:September 17, 2024

Approved:

Gregory S. Hoffman, Mayor

Attest:

Bridget Givens, City Clerk

PUBLISHED:

### AN ORDINANCE AMENDING THE ZONING CODE OF THE CITY OF CHIPPEWA FALLS

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

1. That the following described real estate situated in the City of Chippewa Falls, Chippewa County, Wisconsin, be rezoned:

1225 Jefferson Avenue, being all of lot 3 of Certified Survey Map #5975 recorded in volume 30 of the Certified Survey Maps pages 175-176 as document 952836 in the northwest quarter of the northeast quarter of section 31, township 29 north, range 8 west, City of Chippewa Falls, Chippewa County, Wisconsin from

R-3A Multiple-Family Residence District to C-4 Highway Commercial District

- 2. That the Zoning District Map of the City of Chippewa Falls be and the same is hereby amended in accordance with the foregoing.
- 3. That this Ordinance shall take effect from and after its passage and publication.

DATED this 17<sup>th</sup> day of September, 2024.

COUNCIL PRESIDENT:

John Monarski

FIRST READING:September 3, 2024SECOND READING:September 17, 2024PUBLIC HEARING:September 17, 2024

APPROVED:

Gregory S. Hoffman, Mayor

ATTEST:

Bridget Givens, City Clerk

Published:

#### RESOLUTION NO. 2024-26

#### RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$318,937 TAXABLE PRIVATE LSL REPLACEMENT LOAN PROGRAM REVENUE BONDS, SERIES 2024, AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO

WHEREAS, the City of Chippewa Falls, Chippewa County, Wisconsin (the "Municipality") has established a loan program (the "Program") pursuant to which it makes loans pursuant to Section 66.0627(8)(ag), Wisconsin Statutes, to owners of property in the Municipality for the purpose of replacing private customer-side water service lines containing lead ("Loans"), which Program is hereby found and determined to be a revenue producing enterprise operated for a public purpose as a public utility by the Municipality within the meaning of Section 66.0621, Wisconsin Statutes; and

WHEREAS, additional funding to conduct, operate and manage the Program to finance additional Loans is necessary to meet the needs of the Municipality and the residents thereof, consisting of Loans to be made for the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 4783-04 by the Department of Natural Resources; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell revenue bonds of the Municipality payable solely from the revenues of the Program, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, due to certain provisions of the Internal Revenue Code of 1986, as amended, it is necessary to issue such bonds on a taxable basis, and the State of Wisconsin Safe Drinking Water Loan Program has determined to allow such bonds to be issued on a taxable basis; and

WHEREAS, no bonds or obligations payable from the revenues of the Program are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. <u>Definitions</u>. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

(a) "Act" means Section 66.0621, Wisconsin Statutes;

(b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;

(c) "Bonds" means the \$318,937 Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2024, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;

(d) "Bond Year" means the twelve-month period ending on each May 1;

(e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and conducting the Program, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;

(f) "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

(g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(h) "Fiscal Year" means the twelve-month period ending on each December 31;

(i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the Program, including earnings of the Program derived from any payments made to the Municipality under any Loans, any fees or charges imposed by the Municipality with respect to the Program or Loans, any service agreements between the Municipality and any contract users of the Program, and any other monies received by the Program from any source including all rentals and fees, any tax incremental district revenues or other revenues of the Municipality pursuant to Section 9 appropriated by the Governing Body to the Program, and any special assessments and Special Charges levied or imposed and collected in connection with the Loans or the Project (for the avoidance of doubt, "Gross Earnings" does <u>not</u> include revenues of the water system or utility of the Municipality except for any water system or utility revenues which may in the future be appropriated to the Program with Public Service Commission approval);

(k) "Lead Service Line" or "LSL" means (i) all or a portion of a water Service Line constructed of lead, and/or (ii) all or a portion of a water Service Line constructed of galvanized material that is or was downstream of lead;

(l) "Loans" mean loans made by the Municipality pursuant to Section 66.0627(8)(ag), Wisconsin Statutes, or any successor provisions, to owners of property in the Municipality for the purpose of replacing private customer-side Lead Service Lines;

(m) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(n) "Municipality" means the City of Chippewa Falls, Chippewa County, Wisconsin;

(o) "Net Revenues" means the Gross Earnings of the Program after deduction of Current Expenses;

(p) "Parity Bonds" means bonds payable from the revenues of the Program other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(q) "Program" means the entire Private Lead Service Line Replacement Loan Program established and conducted by the Municipality for the purpose of making Loans, specifically including all funds or property of every nature now or hereafter owned by the Municipality for the purpose of making and administering Loans, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such loan program and including all appurtenances, contracts, leases, franchises, and other intangibles. All elements of the Program are to be owned and operated by the Municipality as part of the Program as described in the preamble hereto;

(r) "Project" means the Project described in the preamble to this Resolution;

(s) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(t) "Service Line" means the water service piping from the corporation stop of the municipally-owned water main or service line to the meter, isolation valve, or other water utility service terminal on the served property; and

(u) "Special Charges" means the special charges the Municipality imposes pursuant to Section 66.0627(8), Wisconsin Statutes, or any successor provisions, to collect loan repayments for the Loans.

Section 2. <u>Authorization of the Bonds and the Financial Assistance Agreement</u>. For the purpose of providing funding for the Program to make Loans to pay the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the Program up to the sum of \$318,937; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. <u>Terms of the Bonds</u>. The Bonds shall be designated "Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2024" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 0.250% per

annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on May 1, 2025 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. <u>Form, Execution, Registration and Payment of the Bonds</u>. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by electronic transfer or by check or draft of the Municipality (as directed by the registered owner) and if by check or draft, mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. <u>Security for the Bonds</u>. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the Program pledged to such fund. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds and any Parity Bonds as the same becomes due.

Section 6. <u>Funds and Accounts</u>. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the Program, and to secure the payment of the principal of and interest on the Bonds and Parity Bonds, certain funds of the Program are hereby created and established which shall be used solely for the following respective purposes:

(a) Private LSL Replacement Loan Program Revenue Fund (the "Revenue Fund"), into which shall be deposited as received the Gross Earnings of the Program, which money shall then be divided among the Debt Service Fund, the Operation and Maintenance Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.

- (b) Private LSL Replacement Loan Program Debt Service Fund (the "Debt Service Fund"), which shall be used for the payment of the principal of, premium, if any, and interest on the Bonds and Parity Bonds as the same becomes due, and which may contain a Reserve Account established by a future resolution authorizing the issuance of Parity Bonds to secure such Parity Bonds.
- (c) Private LSL Replacement Loan Program Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.
- (d) Private LSL Replacement Loan Program Surplus Fund (the "Surplus Fund"), which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the Program.

Section 7. <u>Application of Revenues</u>. After the delivery of the Bonds, the Gross Earnings of the Program shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Debt Service Fund, until the amount on deposit therein is equal to the amount needed to pay the remaining installments of interest and principal coming due on the Bonds and any Parity Bonds then outstanding during such Fiscal Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source), and any amount required by a future resolution authorizing the issuance of Parity Bonds to fund a Reserve Account established therein;
- (b) to the Operation and Maintenance Fund, until the amount on deposit therein is equal to the remaining estimated Current Expenses for such Fiscal Year (after giving effect to available amounts in said Fund from prior deposits); and
- (c) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Debt Service Fund, the Operation and Maintenance Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (c) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to fund the Reserve Account as required in connection with future Parity Bonds.

Section 8. <u>Deposits and Investments</u>. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Private LSL Replacement Loan Program SDWLP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Statutes.

Section 9. Service to the Municipality. In recognition of and consideration for the public health benefit rendered to the Municipality by the Program by financing the elimination of lead from the public drinking water supply for public purposes, the Municipality agrees that it shall be charged and shall make payments to the Program in monthly installments as the service and benefit accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the Program; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The amount of the charge and payment for the service and benefit provided to the Municipality in each year shall be equal to an amount which, together with other revenues of the Program, will produce in each Fiscal Year Net Revenues equivalent to not less than 100% of the annual principal and interest requirements on the Bonds, any Parity Bonds and any other obligations payable from the revenues of the Program then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the service and benefit rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. <u>Operation of Program; Municipality Covenants</u>. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement. Section 11. <u>Additional Bonds</u>. No bonds or obligations payable out of the revenues of the Program may be issued in such manner as to enjoy priority over the Bonds or with a lien and pledge that is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Safe Drinking Water Loan Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The State of Wisconsin Safe Drinking Water Loan Program has consented in writing to the issuance of such additional bonds on a parity with the Bonds.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing additional funding for the Program to make Loans, or to refund obligations issued for such purpose.

Section 12. <u>Sale of Bonds</u>. The sale of the Bonds to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$318,937 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. <u>Application of Bond Proceeds</u>. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Private LSL Replacement Loan Program SDWLP Project Fund." The Private LSL Replacement Loan Program SDWLP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Private LSL Replacement Loan Program SDWLP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account. Section 14. <u>Amendment to Resolution</u>. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the Program or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. <u>Defeasance</u>. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. <u>Resolution a Contract</u>. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to establish and collect charges and other revenues fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 17. <u>Continuing Disclosure</u>. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 18. <u>Conflicting Resolutions</u>. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

Passed: September 3, 2024

Approved: September 3, 2024

Gregory S. Hoffman Mayor

Attest:

Bridget Givens City Clerk

#### EXHIBIT A

#### (Form of Municipal Obligation)

REGISTERED NO.

## UNITED STATES OF AMERICA STATE OF WISCONSIN CHIPPEWA COUNTY CITY OF CHIPPEWA FALLS

REGISTERED

## TAXABLE PRIVATE LSL REPLACEMENT LOAN PROGRAM REVENUE BOND, SERIES 2024

Final Maturity Date

May 1, 2036

## Date of <u>Original Issue</u>

,20

# REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

FOR VALUE RECEIVED the City of Chippewa Falls, Chippewa County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed \_\_\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_\_) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2027 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 0.250% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on May 1, 2025.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration (the "Financial Assistance Agreement") including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2027 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Zero and 250/1000ths percent (0.250%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date (as directed by the registered owner) and if by check or draft, mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

This Bond shall not be redeemable prior to its maturity, except as set forth in the Financial Assistance Agreement.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person 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 interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

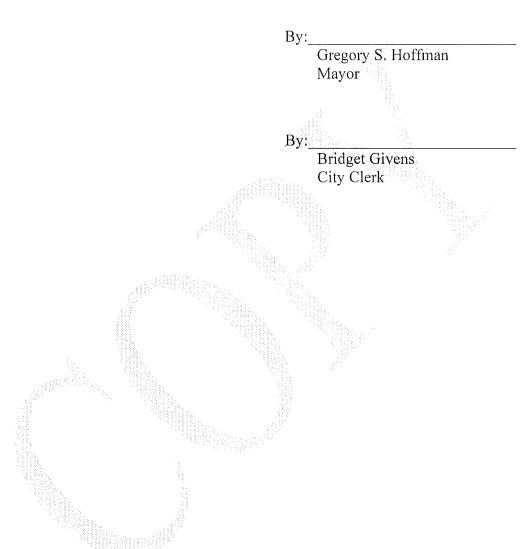
This Bond is issued for the purpose of providing funding for the Private Lead Service Line ("LSL") Replacement Loan Program of the Municipality (the "Program") to make loans to owners of property within the Municipality for the purpose of replacing private customer-side water service lines containing lead, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted September 3, 2024, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$318,937 Taxable Private LSL Replacement Loan Program Revenue Bonds, Series 2024, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues of the Program. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of the Program has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF CHIPPEWA FALLS,

WISCONSIN



(SEAL)

## (Form of Assignment)

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

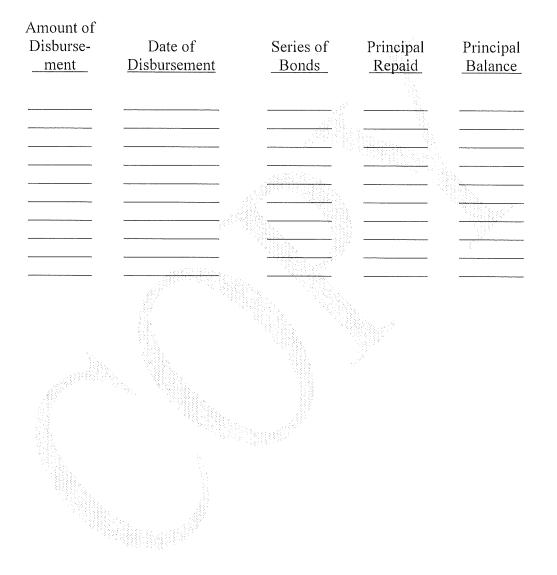
(Please print or typewrite name and addres	s, including zip code, of Assignee)
Please insert Social Security or other ident	ifying number of Assignee
the within Bond and all rights thereunder, I	hereby irrevocably constituting and appointing
Attorney to transfer said Bond on the book substitution in the premises.	s kept for the registration thereof with full power of
Dated:	
	NOTICE: The signature of this assignment must correspond with the name as it appears upon the
	face of the within Bond in every particular, without alteration or enlargement or any change whatever.
Signature(s) guaranteed by	

I

### SCHEDULE A

## \$318,937

## CITY OF CHIPPEWA FALLS, WISCONSIN TAXABLE PRIVATE LSL REPLACEMENT LOAN PROGRAM REVENUE BONDS, SERIES 2024



## SCHEDULE A (continued)

## PRINCIPAL REPAYMENT SCHEDULE

