

## AGENDA FOR SPECIAL MEETING OF COMMON COUNCIL

To be held on Thursday, December 28, 2023 at 9:00 AM in the City Hall Council Chambers, 30 West Central Street, Chippewa Falls, WI due to cancellation of the regularly scheduled meeting on December 19, 2023.

The meeting may be viewed via livestream at the [www.chippewafalls-wi.gov/council](http://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 December 5, 2023.
3. **PERSONAL APPEARANCES BY CITIZENS** - No matter presented by a citizen shall be acted on at the meeting except in emergencies affecting the public health, safety or welfare.
4. **PUBLIC HEARINGS** – None
5. **COMMUNICATIONS** – None
6. **REPORTS**
  - (a) Consider Board of Public Works minutes of December 11, 2023.
  - (b) Consider Plan Commission minutes of December 11, 2023.
  - (c) Consider Transit Board minutes of December 6, 2023.
7. **COUNCIL COMMITTEE REPORTS** in the order in which they are named in Section 2.21 of the Municipal Code
  - (a) Consider Department Head Review minutes of December 14, 2023.
  - (b) Consider Committee #3 Transportation, Construction, Public Safety and Traffic minutes of December 18, 2023.
  - (c) Park Board minutes of December 12, 2023.
  - (d) Library Board minutes of November 15, 2023.
8. **APPLICATIONS**
  - (a) Consider Class “B” Annual Dance and Live Music License of Cynthia Anderson for Cynder’s 1<sup>st</sup> and Goal, 29 E Park Avenue.
9. **PETITIONS** - None
10. **MAYOR ANNOUNCES APPOINTMENTS**
  - (a) Consider appointment of Election Inspectors for the 2024-2025 Term.
11. **MAYOR’S REPORT** - None
12. **REPORT OF OFFICERS** - None
13. **ORDINANCES**
  - (a) Consider **Ordinance #2023-27 Entitled:** An Ordinance Establishing the Response Time for the City of Chippewa Falls Chief of Police - §1.38(1)(b) of the Chippewa Falls City Code.
  - (b) Consider **Ordinance #2023-28 Entitled:** An Ordinance Amending §7.09(2)(g)5 of the City Code to Remove the Prohibition of Parking in City Owned Lot 7 and to Restrict the Parking Prohibition to the West Side of the Remaining Lots as Specified by Ordinance. (*consider suspending the rules and proceeding immediately to vote*)
14. **RESOLUTIONS**
  - (a) Consider **Resolution #2023-45 Entitled:** Resolution to Adopt the City of Chippewa Falls 2024-2028 Five Year Street Improvement Program, as the Official Municipal Street Improvement Plan.
  - (b) Consider **Resolution #2023-46 Entitled:** Resolution Authorizing an Annual Adjustment for 2024 for Non-Represented and Management Employees.

14. **RESOLUTIONS** (continued)

(c) Consider **Resolution #2023-47 Entitled:** A Resolution Authorizing the 2024 General Public Shared Ride Transit Agreement between the City of Chippewa Falls and Running, Inc.

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

(a) Discuss and consider cancelling/rescheduling the January 2024 Council Meetings to a different date and time than set by ordinance.

(b) Discuss and consider Administrative Services Agreement between the City of Chippewa Falls and the West Central Wisconsin Regional Planning Commission for administration of the City's Shared Ride Transit Program.

16. **CLAIMS**

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

17. **CLOSED SESSION** - None

18. **ADJOURNMENT**

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

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

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

**CERTIFICATION OF OFFICIAL NEWSPAPER**

I, hereby, certify that a copy of this notice has been posted on the bulletin board at City Hall and a copy has been given to the Chippewa Herald on December 21, 2023 at 2:10 pm by BNG.

## MINUTES OF THE REGULAR MEETING OF THE COMMON COUNCIL

The regular meeting of the Common Council of the City of Chippewa Falls was held on Tuesday, December 5, 2023, in the City Hall Council Chambers. Mayor Greg Hoffman called the meeting to order at 6:30 pm. The Pledge of Allegiance was recited.

### CLERK CALLS THE ROLL

Council Members present: John Monarski, Rob Kiefer, CW King, Chuck Hull, Heather Martell, Paul Nadreau, and Jason Hiess.

Also Present: City Attorney Robert Ferg; Finance Manager/Treasurer Lynne Bauer; Director of Public Works/Utility Manager Brandon Cesafsky; City Planner/Transit Manager Brad Hentschel; Police Chief Matt Kelm; Fire Chief Jason Thom; Parks, Recreation and Forestry Director John Jimenez; Police Lt. Korry Boos; Police Sgt. Sheridan Pabst; City Clerk Bridget Givens; and those on the attached sign-in sheet.

### APPROVAL OF MINUTES OF PREVIOUS MEETING

**(a) Motion by Monarski/Nadreau** to approve the minutes of the Regular Council Meeting of November 21, 2023. **All present voting aye, motion carried.**

**(b) Motion by King/Hiess** to approve the minutes of the Special Council Meeting of December 5, 2023. **All present voting aye, motion carried.**

### PERSONAL APPEARANCES BY CITIZENS

**(a) Hannah Scarseth**, 1110 Warren Street, appeared to express her concern with the City's animal care ordinance; namely, shelter requirements, and the enforcement thereof.

**Katy Mahlum**, 616 Mansfield Street, appeared to express her concern with the City's animal care ordinance and wishes to promote the welfare of animals in the community.

Mayor Hoffman noted that Committee #3 will discuss these concerns further at their next meeting.

### PUBLIC HEARINGS - None

### COMMUNICATIONS - None

### REPORTS

**(a) Motion by Hiess/Nadreau** to approve the Board of Public Works minutes of November 27, 2023. **Roll Call Vote: Aye – Hiess, Nadreau, Monarski, Kiefer, King, Hull, Martell. Motion carried.**

**(b) Motion by Hiess/King** to approve the BID Board minutes of November 28, 2023. **Roll Call Vote: Aye – Hiess, King, Hull, Martell, Nadreau, Monarski, Kiefer. Motion carried.**

### COUNCIL COMMITTEE REPORTS in the order in which they are named in Section 2.21 of the Municipal Code

**(a) Motion by Monarski/King** to approve the Committee #1 Revenues, Disbursements, Water, and Wastewater minutes of November 30, 2023. **Roll Call Vote: Aye – Monarski, King, Hull, Martell, Nadreau, Hiess, Kiefer. Motion carried.**

**(b) Motion by Monarski/King** to approve the Committee #1 Revenues, Disbursements, Water, and Wastewater minutes of December 5, 2023. **Roll Call Vote: Aye – Monarski, King, Hull, Martell, Nadreau, Hiess, Kiefer. Motion carried.**

**(c) Motion by King/Kiefer** to approve the Committee #2 Labor Negotiations, Personnel, Policy, and Administration minutes of December 4, 2023. **Roll Call Vote: Aye – King, Kiefer, Hull, Martell, Nadreau, Hiess, Monarski. Motion carried.**

**(d) Motion by Kiefer/Nadreau** to approve the Committee #3 Transportation, Construction, Public Safety, and Traffic minutes of December 5, 2023. **Roll Call Vote: Aye – Kiefer, Nadreau, Hiess, Monarski, King, Hull, Martell. Motion carried.**

### APPLICATIONS

**(a) Motion by Kiefer/Hiess** to approve the Sidewalk Use Permit Application of Kathleen Enerson of Dressed Up to place a flag on the sidewalk adjacent to the business located at 15 W Central Street during business hours. **All present voting aye, motion carried.**

**APPLICATIONS** (continued)

**(b) Motion by Hiess/Nadreau** to approve the conditional surrender from William Gauger (1<sup>st</sup> and Goal Saloon) of his Class "B"/"Class B" Intoxicating Liquor and Malt Beverage License predicated upon the granting of the license to Punk 13, LLC (Cynthia Anderson). **All present voting aye, motion carried.**

**(c) Motion by Hiess/Nadreau** to approve the Original Alcohol Beverage Retail License Application of Punk 13, LLC, Cynthia Anderson, Agent, for a Class "B"/"Class B" Intoxicating Liquor and Malt Beverage License for Cynder's 1<sup>st</sup> and Goal Saloon, located at 29 E Park Avenue. **All present voting aye, motion carried.**

**PETITIONS** - None

**MAYOR ANNOUNCES APPOINTMENTS**

**(a)** Mayor Hoffman announced the appointment of Election Inspectors for the 2024-2025 Term. Action on these appointments is scheduled for December 19, 2023.

**MAYOR'S REPORT** - None

**REPORT OF OFFICERS** - None

**ORDINANCES** - None

**RESOLUTIONS**

**(a) Motion by Nadreau/Hiess** to approve **Resolution #2023-44 Entitled:** Resolution Authorizing the Execution of the 2024 FTA Supplemental Agreement between the Cities of Eau Claire and Chippewa Falls. **Roll Call Vote: Aye – Nadreau, Hiess, Monarski, Kiefer, King, Hull, Martell. Motion carried.**

**OTHER NEW/UNFINISHED BUSINESS**

**(a)** The Council discussed the possibility of cancelling or rescheduling the January 2, 2024 Council Meeting as City Hall will be closed. This item will be addressed again at the Council Meeting on December 19<sup>th</sup>.

**CLAIMS**

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

City General Claims:	\$187,609.39
Authorized/Handwritten Claims:	\$0.00
Department of Public Utilities:	\$140,844.84
Total of Claims Presented	<u>\$328,454.23</u>

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

**CLOSED SESSION**

**(a) Motion by Monarski/King** to go into Closed Session under Wis. Stats. Sec. 19.85(1)(e) for "deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a Closed Session" to discuss and consider the following:

- a. Right of First Refusal – A-1 Properties, LLC, 2302 Nelson Road; and
- b. Negotiation and possible sale of City-owned property in TID #16 including all matters relative to procurement of a satisfactory Development Agreement; and to include the Mayor, Council, Ferg, Bauer, Givens, Cesafsky, and Hentschel; may return to Open Session for possible action on Closed Session items.

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

The Council discussed Items (a) and (b).

**Motion by Nadreau/King** to return to Open Session. **All present voting aye, motion carried.**

**ADJOURNMENT**

**Motion by King/Hiess to adjourn at 7:05 pm. All present voting aye, motion carried.**

Submitted by:

Bridget Givens, City Clerk

# CITY COUNCIL ATTENDANCE SHEET - December 5, 2023

NAME	ADDRESS
Rick Flynn	1304 Perry Ct
April Warren	172 Austman - Ct
Greg Bachel	922 Bluff View Court
Hagen Martell	707 Balcon St. Eau Claire
Cynthia Anderson	
Bruce Willett	110 Warren St.
Yuen Searse	504 W. Central St. C.F.
Chris Noweng	706 W. Columbia Ct
Sandra Halverson	88177 1205 <sup>th</sup> Ave Colfax
Abdelhak Barchies	
Del Per-Berthel	117 Burgin Ln #3 C.F.

CITY COUNCIL ATTENDANCE SHEET - December 5, 2023

NAME	ADDRESS
Katy Mathum	616 Mansfield St., CF
Kelsey Langiewicz	707 Balcom St. Eau Claire
Jessica Slowiak	637 Madison St Stanley, WI
JEREMIAH STEPHENSON	616 MANSFIELD St. C.F.
Sam Brousseau 1/3 Ave <del>Clarkie</del>	433 Olive St
Robertta Loving	E15681 County Rd. Q Fall Creek, WI
Liz Berg	S10876 Hwy 37 Mondovi, WI 54755
Hannah Sease	110 Warren St. Chipp Falls WI 54729
Cassandra Hoch	1703 7th Ave Bloomer WI 54924
Comer Hoch	1703 7th Ave Bloomer WI

# CITY COUNCIL ATTENDANCE SHEET - December 5, 2023

NAME	ADDRESS
Holly Stroschein	PO Box 2787 Wax WI 53170
Glenn Marto	173 Ancker Dr. CF
Dora Kelly Evers	12580 Tele <sup>th</sup> Ave N.
Mary Kleusch	720 W Central St CF
Pat Stover	704 W Central St CF
Sharon Lay	12645 186 <sup>th</sup> CF



# CITY COUNCIL ATTENDANCE SHEET - December 5, 2023

NAME	ADDRESS
Dennis Anderson	135 Anster C.F.

**CITY OF CHIPPEWA FALLS  
BOARD OF PUBLIC WORKS  
MEETING MINUTES  
MONDAY, DECEMBER 11, 2023 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, December 11, 2023 at 5:30 PM. Attending were Mayor Greg Hoffman, Vice-President Tom Hubbard, Director of Public Works Brandon Cesafsky, Finance Manager Lynne Bauer. Not in attendance was Alderperson Jason Hiess. Also attending was Assistant City Engineer Bill McElroy, P.E.

1. **Motion** by Hubbard, seconded by Bauer to approve the minutes of the November 27, 2023 Board of Public Works meeting. **All present voting aye, MOTION CARRIED.**
  
2. Cesafsky presented the Engineering Departments Consultant selection ranking for the Central Street Bridge design proposals. He gave the background on the ranking criteria and the ranking committees top choice.  
**Motion** by Hoffman, seconded by Hubbard to recommend the Common Council proceed with the selection of Ayres Associates for the design of the Central Street Bridge and to proceed with the State process for the State Municipal Agreement.  
**All present voting aye. MOTION CARRIED.**
  
3. City Engineer McElroy present the attached Chippewa Falls Tentative Street Improvement Program for 2024-2028. He summarized changes from previous five-year plans and highlighted each of the five years as on the attached discussion points. The Board of Public Works discussed the costs associated with each years' worth of projects. There was also discussion about State funded projects within this plan and the associated costs for each year. It was noted that this was a tentative plan and each street would have a special assessment public hearing associated with it.  
**Motion** by Hoffman, seconded by Hubbard to recommend the Common Council approve the attached Chippewa Falls Tentative Street Improvement Program for 2024-2028 and the associated resolution for the same. **All present voting aye. MOTION CARRIED.**
  
4. **Motion** by Hubbard, seconded by Hoffman to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:59 P.M.

Brandon Cesafsky  
Secretary, Board of Public Works



**CITY OF CHIPPEWA FALLS  
BOARD OF PUBLIC WORKS  
MEETING MINUTES  
MONDAY, NOVEMBER 27, 2023 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, November 27, 2023 at 5:30 PM. Attending Mayor Greg Hoffman, Vice-President Tom Hubbard, Director of Public Works Brandon Cesafsky, Finance Manager Lynne Bauer, Alderperson Jason Hiess, and Mark Warns of the Meadows HOA.

1. **Motion** by Hubbard, **seconded** by Bauer to approve the minutes of the November 13, 2023 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**
  
2. The Board of Public Works continued discussion on the re-installation of guardrail along Pumphouse Road by Amstar Drive. Cesafsky was asked to look into the location of the old guardrail, possibility of donation of the guardrail for reinstallation to the HOA, and having the Street Department place delineators around the corner immediately while chevrons were on order. Cesafsky noted that the old guardrail is at the City shop. Cesafsky discussed that he and City Engineer McElroy would not recommend donating the guardrail and would also not recommend allowing the guardrail to be installed within city right-of-way due liability concerns. Cesafsky stated that the chevron signs were ordered and that they would be installed as soon as they arrived if the weather allowed. Discussion took place with Mark Warns about the proposed chevrons and how they would provide advanced warning for drivers.  
  
**Motion** by Hoffman, **seconded** by Hiess to install chevrons on the corner and to also install an advisory 15mph curve sign at the corner. **All present voting aye. MOTION CARRIED.**
  
3. **Motion** by Hubbard, **seconded** by Hiess to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:47 P.M.

Brandon Cesafsky  
Secretary, Board of Public Works

**Item 2**  
**Consider Engineering**  
**Departments Consultant**  
**Ranking**  
**(Handout provided at meeting)**

# MEMO



**To:** Board of Public Works  
**From:** Brandon Cesafsky  
**Date:** 12/11/2023  
**Re:** Central Street Bridge Design Consultant Ranking

The Engineering Department has received, reviewed, ranked the proposals submitted by four consulting firms for the Central Street Bridge design.

The criteria for ranking consisted of the following categories:

1	Organization Capabilities
2	Staff Qualifications
3	Proposer References
4	Experience on Similar Projects
5	Communications
6	Current Workloads and Availability
7	Schedule

After independently scoring the proposals, the panel made up of Russ Schemenauer, Bill McElroy, and Brandon Cesafsky have ranked the proposals in the following order:

- 1<sup>st</sup> Ayres Associates, Inc. of Eau Claire, WI
- 2<sup>nd</sup> A tie between SEH Inc of Chippewa Falls & CORRE, Inc. of Eau Claire, WI
- 3<sup>rd</sup> JT Engineering of Chippewa Falls WI

All proposals scored very well and each of the firms had a great teams to take on this work. With all of the criteria considered, the Engineering Department is looking for a recommendation to submit the attached DT1515 (Local Program Consultant Selection Approval Checklist) to the state and continue the process of selecting Ayres Associates, Inc. as our preferred design consultant.



# LOCAL PROGRAM CONSULTANT SELECTION APPROVAL CHECKLIST

Wisconsin Department of Transportation  
DT1515 05/2022

State Project ID 8996-01-20	Highway/Street Central Street	Estimated Consultant Contract Cost
Description of Work Selection of Consultant for the Design of the Central Street Bridge in accordance with the State Municipal Agreement		
Municipality Contact	Name City of Chippewa Falls	
Title Brandon Cesafsky	(Area Code) Telephone Number 7157262739	Email Address btcesafsky@chippewafalls-wi.gov

**Municipality Selection Committee** *(List at least 3 voting members in the selection process, including the chairperson)*

Name	Title	(Area Code) Telephone Number
1 Brandon T. Cesafsky	Director of Public Works	715-726-2739
2 Russell J Schemenauer	Civil Engineer	715-726-2737
3 Bill McElroy	City Engineer	715-726-2738
4		
5		

<p>Program <input type="checkbox"/> Local <input type="checkbox"/> Bridge <input type="checkbox"/> Other</p> <p>Detailed estimate of hours and costs for the project was developed by:  <input checked="" type="checkbox"/> Municipality  <input type="checkbox"/> Central Office Office  <input type="checkbox"/> WisDOT Region</p> <p style="text-align: right;">Estimate Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Were objective criteria developed and used in short-listing the preferred consultants? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>A copy of the objective criteria can be found at the following location:  <input checked="" type="checkbox"/> Municipality Project File  <input type="checkbox"/> Central Office Office  <input checked="" type="checkbox"/> WisDOT Region Region project file</p> <p>Solicitation Method  <input type="checkbox"/> WisDOT Internet site for design solicitation  <input type="checkbox"/> Small Purchase Procedure (see <a href="#">FDM 8-5-10</a>)  <input checked="" type="checkbox"/> Municipal solicitation</p>	<p>Roster Used  <input type="checkbox"/> Notifying entire WisDOT Eligible Roster of Consultants  <input checked="" type="checkbox"/> Notifying entire municipally maintained roster of interested and qualified firms (minimum of 10). Document in the project file.                  Number of firms contacted: 12</p> <p>Number of firms responding: 4  <input type="checkbox"/> Less than three responding? Justified Sole Source (FHWA approval)</p> <p>Were interviews held with the potential consultants?  <input checked="" type="checkbox"/> Yes, how many? 4 <input type="checkbox"/> No</p> <p>Communication methods <i>(check all that apply)</i>  <input checked="" type="checkbox"/> Email <input type="checkbox"/> Local Internet site  <input checked="" type="checkbox"/> Call <input type="checkbox"/> Newspaper Advertisement  <input type="checkbox"/> Mail <input type="checkbox"/> Other</p> <p>Final short list of consulting firms in order of rank in the project:                  1 Ayres Associates, Inc. Eau Claire, WI                  2 SEH, Inc. Chippewa Falls, WI                  3 CORRE, Inc. Eau Claire, WI</p>
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Approval for selecting the following preferred consultant is requested:	Ayres Associates, Inc
Municipality Chippewa Falls, Wisconsin	Prepared By <i>(name and title)</i> Brandon Cesafsky, Director of Public Works
	Date <i>(choose)</i> 12/11/2023

WisDOT Use Only		* CARS Required Values
*Contract Phase	Date of Request	Date
*Status Status	*Contract Function	Function
*Project Limits	*Program Code	Program Code
	*Federal Funding %	%
*County County List	*DBE % Goal	%
*Region/Bureau Region/Bureau	*DBE Good Faith Effort Request	<input type="checkbox"/> Yes <input type="checkbox"/> No

Selection for Design by Local Government Contract Approved by	See <a href="#">FDM 8-5-20.5</a>	Assigned Fixed Fee %
Contracts \$50,000 or more – <u>Statewide Consultant Engineer</u> / Contracts under \$50,000 – Region		
Approval Signature <i>(Brush Script font)</i>		Date <i>(choose)</i> Date

# ITEM 3

12/6/2023

## Summary of Changes to Capital Improvement Plan (2024-2028)

- Moved LED street lighting project from 2023 to 2024 due to delays in receiving funding.
- Changed limits of Howard Street from (Bryant – Walnut) to (Bryant – Cliff)
- Moved River Street from 2024 to 2025. Kept design in 2024.
  - Moved to better time up ramp closures with WisDOT project.
- Moved WisDOT project on STH 124 from 2024 to 2025. This project is led by WisDOT.
- Moved Grove Street from 2024 to 2026
- Moved Chapman Road from 2024 to 2025
- Moved Macomber Street from 2024 to 2025
- Moved Ridgewood Drive from 2024 to 2025
- Moved Elm Street from 2024 to 2025
- Moved Maple Street from 2025 to 2028
- Moved South Ave from 2025 to 2026
- Moved Bluff, Prairie, Grove, State Project from 2025 to 2027
- Moved Olive Street from 2026 to 2027
  - Extended from Wheaton Street to Huron Street
- Moved Vine Street from 2026 to 2025 due to worsening condition
- Moved Halbleib Rd from 2027 to 2028
- Moved Lafayette Street from 2027 to 2028
- Moved Irvine Street from 2027 to 2028
- Moved Main Street from 2027 to 2028
- Moved Palmer Street from 2027 to 2028
- Moved Bridgewater Ave Bridge from 2027 to 2028 and changed to replacement from rehabilitation
- Removed Canal Street, Old Eau Claire Rd, Tilton Rd, and Nelson Rd due to thin overlays
- Removed Park Ave and intend to do a thin overlay instead
- Added Bridgewater Avenue in 2028 – applied for STP funding
- Added St Augustine in 2028

CHIPPENVA FALLS TENTATIVE STREET IMPROVEMENT PROGRAM - 2024 - 2028

\*\*Program subject to annual review and change due to budget restrictions and other factors.\*\*

JPW - 12/11/2023

Council: XXX

Year	Street Name	From	To	Proposed Work Type	Project Length (mi)	Estimated Cost	Work Type	Special Assessments Required	Sanitary Sewer Age	Watermain Age	Paver Surface Rating (on 1-6)	Priority Rating (Lower = Better)
2024	City Vibe LED Street Lights	From	To	LED Upgrade	0.70	\$80,000	STREET LIGHTS	NO	N/A	N/A	4	5
	River Street	West City Limits	West City Limits	Reconstruction	0.18	\$30,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1951, 1962	1972	1 & 3	18.2, 5
	Spring Street	West City Limits	West City Limits	Reconstruction	0.18	\$30,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1951, 1962	1972	1 & 3	18.2, 5
	Wagon Street	West City Limits	West City Limits	Reconstruction	0.18	\$30,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1951, 1962	1972	1 & 3	18.2, 5
	Wagon Street	West City Limits	West City Limits	Reconstruction	0.18	\$30,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1951, 1962	1972	1 & 3	18.2, 5
				TOTAL	1.36	\$210,000		NO	-	-	3 & 3	18.2, 7.3

Year	Street Name	From	To	Proposed Work Type	Project Length (mi)	Estimated Cost	Work Type	Special Assessments Required	Sanitary Sewer Age	Watermain Age	Paver Surface Rating (on 1-6)	Priority Rating (Lower = Better)
2024	River Street/Highway 429	West City Limits	West City Limits	Reconstruction	0.70	\$2,222,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	N/A	N/A	4	25
	Adriano/Lambert - 51st St	West City Limits	West City Limits	Reconstruction	1.80	\$3,000,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1963	1976	1 & 4	12.8, 16.7
	Dumont Street	West City Limits	West City Limits	Reconstruction	0.13	\$58,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1975	1976	2	27.5
	Wagon Street	West City Limits	West City Limits	Reconstruction	0.14	\$25,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1972	1976	4	27.5
	Marquette Street	West City Limits	West City Limits	Reconstruction	0.14	\$25,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1972	1976	4	27.5
	Chippewa Road	West City Limits	West City Limits	Reconstruction	0.27	\$342,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1966	1966-2020	2	27.5
	Macomber Street	West City Limits	West City Limits	Reconstruction	0.18	\$58,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1975	1976	2	27.5
	Macomber Street	West City Limits	West City Limits	Reconstruction	0.18	\$58,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1975	1976	2	27.5
	Macomber Street	West City Limits	West City Limits	Reconstruction	0.18	\$58,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1975	1976	2	27.5
	Macomber Street	West City Limits	West City Limits	Reconstruction	0.18	\$58,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1975	1976	2	27.5
				TOTAL	6.24	\$7,280,000		NO	-	-	2	27.5

Year	Street Name	From	To	Proposed Work Type	Project Length (mi)	Estimated Cost	Work Type	Special Assessments Required	Sanitary Sewer Age	Watermain Age	Paver Surface Rating (on 1-6)	Priority Rating (Lower = Better)
2026	South Ave	From	To	Proposed Work Type	0.64	\$706,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1963	1963	1 & 4	12.8, 16.7
	Spring Street	From	To	Reconstruction	0.10	\$1,000,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1963	1963	1 & 4	12.8, 16.7
	Wagon Street	From	To	Reconstruction	0.10	\$1,000,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1963	1963	1 & 4	12.8, 16.7
	Wagon Street	From	To	Reconstruction	0.10	\$1,000,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1963	1963	1 & 4	12.8, 16.7
	Wagon Street	From	To	Reconstruction	0.10	\$1,000,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1963	1963	1 & 4	12.8, 16.7
	Wagon Street	From	To	Reconstruction	0.10	\$1,000,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1963	1963	1 & 4	12.8, 16.7
	Wagon Street	From	To	Reconstruction	0.10	\$1,000,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1963	1963	1 & 4	12.8, 16.7
	Wagon Street	From	To	Reconstruction	0.10	\$1,000,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1963	1963	1 & 4	12.8, 16.7
	Wagon Street	From	To	Reconstruction	0.10	\$1,000,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1963	1963	1 & 4	12.8, 16.7
	Wagon Street	From	To	Reconstruction	0.10	\$1,000,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1963	1963	1 & 4	12.8, 16.7
				TOTAL	0.75	\$7,280,000		NO	-	-	2	27.5

Year	Street Name	From	To	Proposed Work Type	Project Length (mi)	Estimated Cost	Work Type	Special Assessments Required	Sanitary Sewer Age	Watermain Age	Paver Surface Rating (on 1-6)	Priority Rating (Lower = Better)
2027	Ohio St	From	To	Proposed Work Type	0.31	\$700,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1948, 1955, 1972	1962, 1977	1 & 4	18.1, 17.8
	Spring Street	From	To	Reconstruction	0.10	\$1,000,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1963	1963	1 & 4	12.8, 16.7
	Wagon Street	From	To	Reconstruction	0.10	\$1,000,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1963	1963	1 & 4	12.8, 16.7
	Wagon Street	From	To	Reconstruction	0.10	\$1,000,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1963	1963	1 & 4	12.8, 16.7
	Wagon Street	From	To	Reconstruction	0.10	\$1,000,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1963	1963	1 & 4	12.8, 16.7
	Wagon Street	From	To	Reconstruction	0.10	\$1,000,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1963	1963	1 & 4	12.8, 16.7
	Wagon Street	From	To	Reconstruction	0.10	\$1,000,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1963	1963	1 & 4	12.8, 16.7
	Wagon Street	From	To	Reconstruction	0.10	\$1,000,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1963	1963	1 & 4	12.8, 16.7
	Wagon Street	From	To	Reconstruction	0.10	\$1,000,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1963	1963	1 & 4	12.8, 16.7
	Wagon Street	From	To	Reconstruction	0.10	\$1,000,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1963	1963	1 & 4	12.8, 16.7
				TOTAL	0.72	\$7,280,000		NO	-	-	2 & 3	18.1, 27.5

Year	Street Name	From	To	Proposed Work Type	Project Length (mi)	Estimated Cost	Work Type	Special Assessments Required	Sanitary Sewer Age	Watermain Age	Paver Surface Rating (on 1-6)	Priority Rating (Lower = Better)
2028	Highway 429	From	To	Proposed Work Type	0.27	\$1,180,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1956, 1977	1962	5	11
	Highway 429	From	To	Proposed Work Type	0.27	\$1,180,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1956, 1977	1962	5	11
	Highway 429	From	To	Proposed Work Type	0.27	\$1,180,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1956, 1977	1962	5	11
	Highway 429	From	To	Proposed Work Type	0.27	\$1,180,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1956, 1977	1962	5	11
	Highway 429	From	To	Proposed Work Type	0.27	\$1,180,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1956, 1977	1962	5	11
	Highway 429	From	To	Proposed Work Type	0.27	\$1,180,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1956, 1977	1962	5	11
	Highway 429	From	To	Proposed Work Type	0.27	\$1,180,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1956, 1977	1962	5	11
	Highway 429	From	To	Proposed Work Type	0.27	\$1,180,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1956, 1977	1962	5	11
	Highway 429	From	To	Proposed Work Type	0.27	\$1,180,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1956, 1977	1962	5	11
	Highway 429	From	To	Proposed Work Type	0.27	\$1,180,000	AGG. CCL, C.W., EC, G. HDA, INT. RM, SER. SS, TC, TR	YES	1956, 1977	1962	5	11
				TOTAL	2.64	\$8,580,000		NO	-	-	2	27.5

Work Type Definition	Work Type
AGG. CCL	Aggregate Concrete
C.W.	Concrete Work
EC	Excavation
G. HDA	Gravel
INT. RM	Interior
SERV. SS	Sanitary Sewer
TC	Turf
TR	Topsoil

\* Project includes outside funding



**MINUTES OF THE PLAN COMMISSION MEETING  
CITY OF CHIPPEWA FALLS  
MONDAY, DECEMBER 11, 2023-6:30 PM**

The Plan Commission met in City Hall on Monday, December 11, 2023 at 6:30 P.M. Present were Commissioners Dave Cihasky, Greg Misfeldt, Dan Varga, Beth Arneberg, Ross Wilson, Chad Trowbridge, Tom Hubbard, Secretary Brandon Cesafsky, and Mayor Greg Hoffman. Absent were Alderperson Jason Hiess and Mike Tzanakis, Also attending was petitioner Nina Eisold.

1. **Motion** by Varga, seconded by Cihasky to approve the minutes of the October 9<sup>th</sup>, 2023 Plan Commission meeting. **All present voting aye. Motion carried.**
  
2. The Plan Commission met to consider request from Nina Eisold to rezone parcels #22808-0622-60151807 and 22808-0622-60151808, Lots 7 and 8, Mansfield's Addition from C-1 Neighborhood Shopping to C-2 General Commercial. Discussion took place about the rezoning and how it would affect the surrounding area and differences between C-1 Neighborhood Shopping and C-2 General Commercial zoning. Nina Eisold gave a brief explanation of her future plans for the building and answered questions from the Plan Commission.  
**Motion** by Misfeldt, seconded by Hubbard to recommend the Common Council conduct a public hearing to consider a petition from Nina Eisold to rezone parcels #22808-0622-60151807 and 22808-0622-60151808, Lots 7 and 8, Mansfield's Addition from C-1 Neighborhood Shopping to C-2 General Commercial. **All present voting aye. Motion carried.**
  
3. Review Plan Commission standard operating procedure. Updated the group on the plans to eliminate mailing packets, sending agenda via email, and sending out meeting invites for meetings.
  
4. **Motion** by Varga, seconded by Hubbard to adjourn. **All present voting aye. Motion carried.** The Plan Commission adjourned at 7:15 P.M.

Brandon Cesafsky, Secretary  
Plan Commission



**MINUTES OF THE PLAN COMMISSION MEETING  
CITY OF CHIPPEWA FALLS  
MONDAY, OCTOBER 9, 2023-6:30 PM**

The Plan Commission met in City Hall on Monday, October 9, 2023 at 6:30P.M. Present were Commissioners Dave Cihasky, Greg Misfeldt, Ross Wilson, Mike Tzanakis, Dan Varga, Beth Arneberg, Chad Trowbridge, Secretary Bill McElroy and Vice-Chairperson Tom Hubbard and Mayor Greg Hoffman. Alderperson Jason Hiess was absent. Also attending were City Inspector Paul Lasiewicz, City Planner Brad Hentschel, Director of Public Works/Utility Manager Brandon Cesafsky, Fire Chief Jason Thom, and those on the attached attendance sheet.

1. **Motion** by Trowbridge, seconded by Hubbard to approve the minutes of the September 11, 2023 Plan Commission meeting. **All present voting aye. Motion carried.**
  
2. The Plan Commission considered a request from Adam Trenda to rezone parcel #22808-1811-75794002, Lot #2, CSM #5794 from P-1 Public and Institutional to R-1C Single Family Residential. McElroy provided background that this parcel was recently before the Plan Commission for a Certified Survey Map. City Inspector Lasiewicz noted that the parcel meets all standards for R-1C zoning. The application is attached as *Attachment A*.  
**Motion** by Tzanakis, seconded by Hubbard to recommend the Common Council conduct a public hearing to consider the petition from Adam Trenda to rezone parcel 22808-1811-75794002, Lot #2 CSM #5794 from P-1 Public and Institutional to R-1C Single Family Residential. Said public hearing to be scheduled upon receipt of the \$300 administration and publication fees, proper notification of adjacent property owners and publication in the Chippewa Herald. **All present voting aye. Motion carried.**
  
3. The Plan Commission considered Planned Development Conditional Use Permit Resolution No. 2023-02 allowing Jon Kemper, Karen Knight and Jean Kellogg to revise the lot lines at parcels 22808-0744-62470103 and 22808-0744-62470104, located at 727 and 733 Maple Street creating a substandard lot at 727 Maple Street. McElroy provided background information indicating that the Planned Development Conditional Use Permit was needed due to the existing lot line going through one of the existing structures. A maintenance agreement for the carport connecting the two structures and a shared driveway agreement are required as conditions of the resolution. Cihasky commented regarding fire danger since the two structures are connected via the carport.

Mayor Hoffman opened a public hearing to consider Planned Development Conditional Use Permit Resolution No. 2023-02 allowing Jon Kemper, Karen Knight and Jean Kellogg to revise the lot lines at parcels 22808-0744-62470103 and 22808-0744-62470104, located at 727 and 733 Maple Street creating a substandard lot at 727 Maple Street at 6:38 PM. No one spoke. Mayor Hoffman closed the public hearing at 6:38 PM.

**Motion** by Varga, seconded by Misfeldt, to approve Planned Development Conditional Use Permit Resolution No. 2023-02 allowing Jon Kemper, Karen Knight and Jean Kellogg to revise the lot lines at parcels 22808-0744-62470103 and 22808-0744-62470104, located at 727 and 733 Maple Street creating a substandard lot at 727 Maple Street. Commissioner Cihasky requested an amendment to include a condition for a Building Code Review regarding the carport by Inspector Lasiewicz. Varga and Misfeldt agreed to amend the motion as such. The amended Planned Development Conditional Use Permit No. 2023-02 is attached as *Attachment B*. **All present voting aye. Motion carried.**

4. The Plan Commission considered Conditional Use Permit Resolution No. 2023-03 allowing KYMA Battery Technologies to operate a battery assembly and repurposing facility at 1400 Halbleib Road, parcel 22908-2943-73878001A. Lesley Blaine and Chris Gregory of KYMA Battery Technologies appeared to provide several amendments to the proposed resolution that was included with the agenda. The preliminary conditional use permit from the agenda is included as *Attachment C*. KYMA Battery Technologies' proposed amendments to the preliminary resolution are attached as *Attachment D*. Ms. Blaine and Mr. Gregory felt that a conditional use permit was not necessary and did not want their company to be bound by it. Misfeldt noted that some of the conditions, such as the fire department reviewing the site, are required through other statutes and ordinances.

Mayor Hoffman opened a public hearing to consider Conditional Use Permit Resolution No. 2023-03 allowing KYMA Battery Technologies to operate a battery assembly and repurposing facility at 1400 Halbleib Road, parcel 22908-2943-73878001A at 7:08 PM. Les Harrison spoke expressing concerns about heavy metals entering the groundwater and the air quality if there ever was a fire. Charlie Walker spoke indicating it was his interpretation that the existing conditional use permit was expired and evidence of hazard was needed for a conditional use permit to be required. City Inspector Paul Lasiewicz and City Planner Brad Hentschel reiterated to Walker that these issues were discussed at previous meetings and the potential explosive nature of the lithium ion batteries as presented by KYMA Battery Technologies was the reasoning for requiring a conditional use permit. City Attorney Ferg had previously agreed to this interpretation. Lesley Blaine followed up with additional information regarding the nature of lithium ion batteries. She stated that lithium ion batteries have very different characteristics than traditional lead acid batteries. If lead acid batteries leak, it is liquid. Lithium ion batteries do not contain liquid and if they leak it is a gas. Lithium ion phosphate has a higher safety factor and is less likely for thermal runaway. Ms. Blaine indicated that the lithium ion batteries they are using are not classed as an explosive material. Bob Oliver spoke requesting the Plan Commission be reasonable in permitting. Battalion Chief of EMS, Justus Busse, spoke indicating that state statute requires that the businesses are inspected twice per year. He also indicated that the Fire Department does not perform environmental clean-up. All clean up is to be done by certified companies in cooperation with the County and State. Mayor Hoffman closed the public hearing at 7:25 PM.

After the conclusion the public hearing, the Plan Commission discussed each condition of the preliminary resolution. The Plan Commission made several amendments to the resolution as shown in the attached final conditional use permit 2023-03 (*Attachment E*).

**Motion** by Hubbard, seconded by Tzankis to approve Conditional Use Permit Resolution No. 2023-03 allowing KYMA Battery Technologies to operate a battery assembly and repurposing facility at 1400 Halbleib Road, parcel 22908-2943-73878001A with the amendments as discussed and shown in the attached final conditional use permit resolution (*Attachment E*). **A roll call vote was taken. Voting aye were Hubbard, Tzankis, Cihasky, Misfeldt, Wilson, Varga, Arenberg, Trowbridge, and Hoffman. Voting nay was McElroy. The motion was approved with a 9-1 vote.**

5. **Motion** by Misfeldt, seconded by Hubbard to adjourn. **All present voting aye. Motion carried.** The Plan Commission adjourned at 8:25 PM.

*William McElroy*

William McElroy, P.E., Secretary  
Plan Commission



# 440 West Elm Street - Property Map



Date Filed: 11-6-2023

Fee Paid: 25.00 Date: 11-6-2023 TR#: 59457

Fee Paid: \_\_\_\_\_ Date: \_\_\_\_\_ TR#: \_\_\_\_\_

**PETITION FOR REZONING**

TO THE CITY OF CHIPPEWA FALLS, WISCONSIN:

I/We, the undersigned, hereby petition the Common Council of the City of Chippewa Falls, WI, for rezoning authorized by the Chippewa Falls Zoning Code, Section 17.46, for the following described property:

Address of Property: 440 West Elm St Chippewa Falls

Lot: 7 + 8 Block: 400 Subdivision: \_\_\_\_\_ Parcel# \_\_\_\_\_

22808-0622-60151808  
22808-0622-60151807

Legal Description: Mansfield's addition Lot 7 + 8

Present zoning classification of property: C1

Zoning classification requested: C2 General Commercial

Lot number of any real estate owned by the petitioner adjacent to the area proposed to be changed: \_\_\_\_\_

Existing use of all buildings on such land: empty

Principal use of all properties within 300 feet of such land: residential, hair salon  
Storage,

Purpose for which such property is to be used: my intent is to utilize the  
entire space for training, teaching and caring for special  
needs adults, office space and small retail shops.

Recite any facts indicating that the proposed change will not be detrimental to the general  
public's interest and the purposes of this Chapter: This will have a positive  
affect on the neighborhood as this brings the building  
into use, kept up, and retail to the local area

**Attach a plot plan or survey plat, drawn to scale, showing the property to be rezoned,  
location of structures and property lines within 300 feet of the property to be altered.**

Add any further information requested on the petition or which may be required by the  
Common Council to facilitate the making of a comprehensive report to the Council:

as CI the building is non conforming. I like to  
bring it to conformity with the current zoning  
requirements



IN ORDER FOR THIS PETITION TO BE CONSIDERED, THE OWNER(S) OF THE PROPERTY MUST SIGN BELOW:

Owner(s)/Address(es):

Nina Eisold  
6344 164th St  
Chippewa Falls, WI 54729  
Phone #: 715-864-9116  
Email: readyride@hotmail.com  
Signature: Nina Eisold

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Signature: \_\_\_\_\_

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Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Signature: \_\_\_\_\_

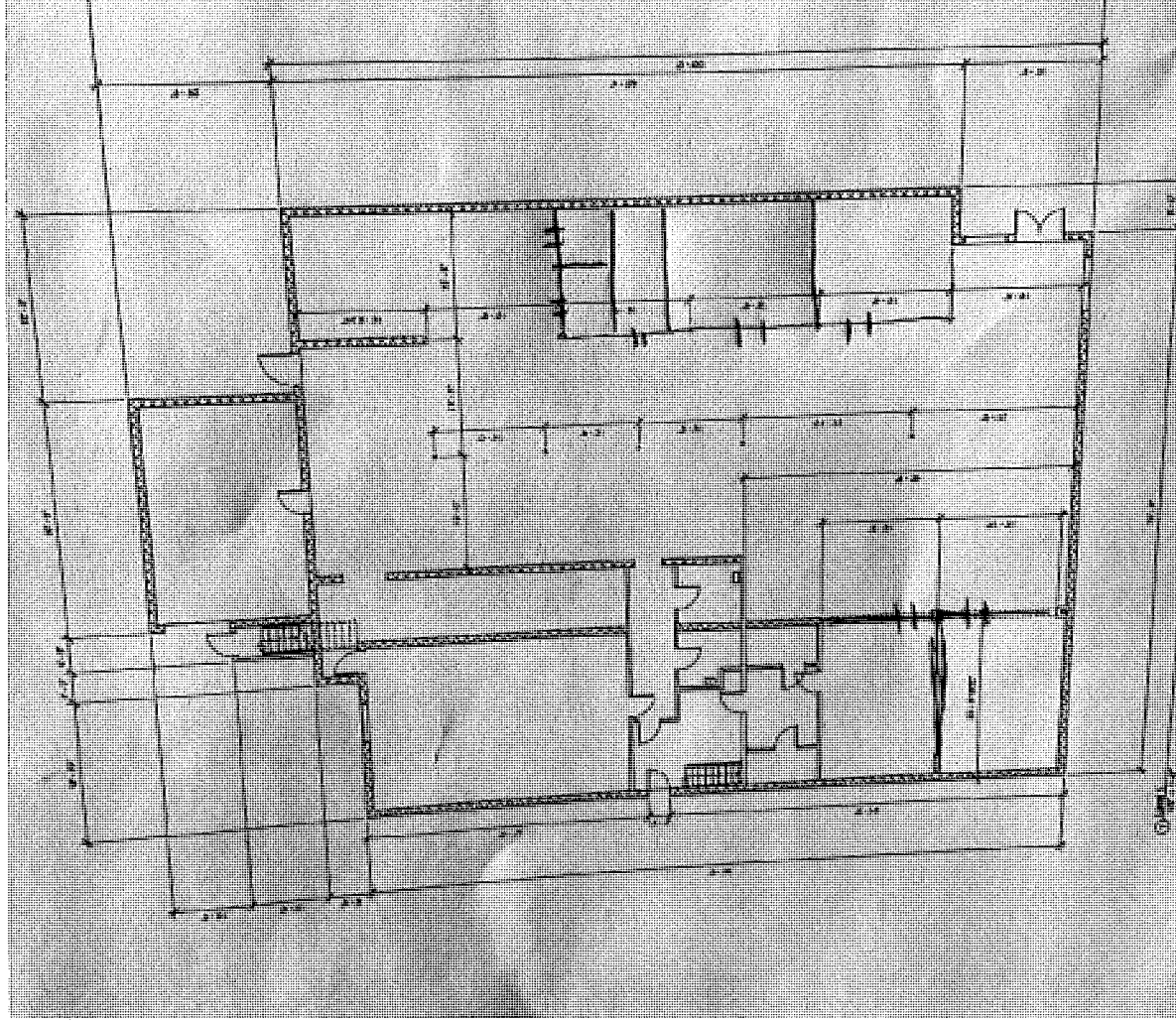
Petitioner(s)/Address(es):

Nina Eisold  
6344 164th St  
Chippewa Falls, WI  
Phone #: 715-864-9116  
Email: readyride@hotmail.com  
Signature: Nina Eisold

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Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Signature: \_\_\_\_\_

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\_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Signature: \_\_\_\_\_

# Preliminary Floor Plan: Future Plans



WHEATON STREET

W ELM STREET

## 17.28 - C-1 NEIGHBORHOOD SHOPPING DISTRICT .

(1) GENERAL PURPOSE. This district is intended to provide for individual or small groups of retail and customer service establishments serving primarily the convenience of a local neighborhood and the character, appearance and operation of which are compatible with the character of the surrounding area.

(2) SETBACKS.

Minimum Front Yard, 25 feet.

Minimum Either Side Yard, 10 feet.

Minimum Aggregate Side Yard, 20 feet.

Minimum Rear Yard, 25 feet.

(3) LOT SIZE.

Minimum Area, 8,400 square feet.

Minimum Width, 80 feet.

(4) HEIGHT.

Maximum Permitted for Principal Structure, 35 feet.

Maximum Permitted for Accessory Structure, 20 feet.

(5) PERMITTED USES.

(a) Retail stores and shops offering convenience goods and personal services and not exceeding 1,500 square feet of primary floor area.

(b) Business, professional, or public service office not exceeding 1,000 square feet of primary floor area.

(c) Signs in conformity with the sign ordinance of Chippewa Falls [Chapter 19].

(d) Public utility distribution lines, including, but not limited to, electric, gas, water, television cable and telephone distribution lines and other related accessories subject to approval by the City Public Works Department.

(6) ACCESSORY BUILDINGS OR USES.

(a) Residential quarters for the owner, proprietor, employer or caretaker located in the same building as the business and, providing a minimum residential floor area of 600 square feet.

(b) Garages for storage of vehicles used in conjunction with the operation of the business.

(c) Off-street parking and loading areas, located in the rear yard only, and as required in §§17.38—17.43 of this chapter.

(d) Any other normal accessory structure or use.

(7) CONDITIONAL USES.

(a) Private lodges and clubs.

(b) Nursing homes, homes for the elderly and hospitals.

(c) Day care centers, subject to State licensing requirements.

(d) Rental apartments as a secondary use provided each apartment has a minimum residential floor area of 600 square feet.

(e) Funeral homes.

(f) Retail stores and shops with a primary floor area larger than 1,500 square feet.

(g) Business, professional or public service office with a primary floor area larger than 1,000 square feet.

(h) Automobile service stations.

(i) Taverns and restaurants.

(j) Laundromats and dry cleaners.

(k) Transmission lines, antennas and towers, including, but not limited to, electric gas, petroleum and telephone transmission lines, antennas and towers, whether installation is above or below ground, and other related accessories, substations, municipal water towers, pump houses, water and sewage treatment plants. This is subject to the provisions of §17.08(14) and is subject to all laws, rules, and regulations, statutory or administrative, governing the use and enjoyment of public right of ways. (Am. #2015-20)

17.29 - C-2 GENERAL COMMERCIAL DISTRICT .

(1) GENERAL PURPOSE. This district is intended to provide for the orderly and attractive grouping at appropriate locations of commercial activities of a more general retail and wholesale nature and office and service facilities serving a larger community trade area. The size and location should be based upon the relationship to the total community need and economy.

(2) SETBACKS.

Minimum Front Yard, 15 feet.

Minimum Either Side Yard, 10 feet.

Minimum Aggregate Side Yard, 20 feet.

Minimum Rear Yard, 25 feet.

(3) LOT SIZE.

Minimum Area, 5,000 square feet.

Minimum Width, 50 feet.

(4) HEIGHT.

Maximum Permitted for Principal Structure, 35 feet.

Maximum Permitted for Accessory Structure, 20 feet.

(5) PERMITTED USES.

(a) Retail stores and shops.

(b) Community and customer service establishments such as, but not limited to, the following:

1. Business, professional, public service, banking, and savings and loan offices.
2. Restaurants, taverns, theaters, bowling alleys, night clubs and other indoor commercial entertainment facilities.
3. Laundromats, coin operated dry cleaning establishments, and laundry or dry cleaning pickup stations.
4. Private clubs and lodges.
5. Automobile service stations.
6. Service and sales establishments for automobiles, not including the storage of junked or wrecked automobiles and parts.

(c) Commercial studios, display galleries and vocational training schools.

(d) Rental apartments as a secondary use on a non-ground floor level and providing a minimum residential floor area of 400 square feet.

(e) Signs in conformity with the sign ordinance of Chippewa Falls [Chapter 19].

(f) Churches.

(g) Public utility distribution lines, including, but not limited to, electric, gas, water, television cable and telephone distribution lines and other related accessories subject to approval by the City Public Works Department.

(h) Hotels and motels. (Cr. #94-3)

(i) Interior unit self-service storage facility consisting of a building with all units having an access door from an interior hallway. There shall be a separate secure 24 hour access entrance to interior units. Operations shall include a retail store front of related commercial activity. (Cr. #2017-12)

(6) ACCESSORY BUILDINGS OR USES.

(a) Garage for storage of vehicles used in conjunction with the operation of the business.

(b) Off-street parking and loading areas located in §§17.38—17.43 of this chapter. (Am. #91-26)

(c) Any other normal accessory structure or use.

(7) CONDITIONAL USES.

- (a) Nursing homes, home for the elderly and hospitals.
- (b) Animal hospitals.
- (c) Appliance and small machinery repair establishments.
- (d) Lumber and building supply yards.
- (e) Commercial parking facilities.
- (f) Printing and publishing houses and related activities.
- (g) Transmission lines, antennas and towers, including, but not limited to, electric, gas, petroleum and telephone transmission lines, antennas and towers, whether installation is above or below ground, and other related accessories, substations, municipal water towers, pump houses, water and sewage treatment plants. This is subject to the provisions of §17.08(14) and is subject to all laws, rules, and regulations, statutory or administrative, governing the use and enjoyment of public right of ways. (Am. #2015-20)
- (h) Day care centers, subject to State licensing requirements.
- (i) Personal storage facilities (self-storage/mini-warehouse) which means the primary use of a building containing individual, compartmentalized and controlled access spaces, rooms or lockers that are leased, rented or owned by different individuals for the storage of individual possessions or personal property. Building materials and architectural design features shall be consistent with the general design theme of the surrounding development. (Cr. #2017-17)

## MEETING MINUTES

### City of Chippewa Falls, Wisconsin TRANSIT BOARD OF DIRECTORS Wednesday, December 6, 2023

The Transit Board of Directors met in the Chippewa Falls City Hall on Wednesday, December 6, 2023 at 11:30 a.m. Present were: Jason Hiess, Steve Exner, Angie Walker, Peggy Nehring, CW King, Mike Cohoon and Rick Endres. Also present: Brad Hentschel, Transit Manager and Edwin Rothrock, WCWRPC.

**1. Approve Minutes of the December 12, 2022 Transit Board meeting.**

Motion by Hiess, seconded by Nehring to approve the minutes of the December 12, 2022 Transit Board meeting. All present voting aye, motion carried.

\*Angie Walker arrives.

**2. Review and consider Public Transit Agency Safety Plan (PTASP) update.**

Hentschel presented the updated FTA-mandated Public Transit Agency Safety Plan for Chippewa Falls Shared Ride. Updates include the Safety Risk Register, including frontline workers and infectious disease prevention.

Motion by Nehring, seconded by Hiess to approve the updated Public Transit Agency Safety Plan. All present voting aye, motion carried.

**3. Update Board members on SRT performance for 2023.**

**a. Ridership**

Operations have been inconsistent due to staffing of Running, Inc. Inconsistent operations and hours have likely contributed to a reduction in ridership projected through 2023. CARES Act and ARPA dollars are set to bridge gap in passenger fares and will be able to bridge projected gaps for a couple years. There is a preference for doing a couple smaller fare increases over time rather than a single large increase.

**b. Grant Funding**

CARES Act and ARPA dollars bridging operational gap from contract increase. Capital funding for federal share of three vehicles available when vehicles become available.

**c. Fleet Status**

One vehicle is on order currently. Fleet has three vehicles that meet the threshold for replacement in 2024. Will be acquiring 2 vehicles in 2024 and 1 vehicle in very early 2025.

**d. Operations**

Operations have been inconsistent due to staffing issues at Running, Inc. Running, Inc. has requested to modify hours several times through the second half of 2023. They have also requested modifying recurring ridership arrangements through the Chippewa Valley Alternative School and Chippewa River Industries to ensure van(s) remain available for on-demand ride requests as opposed to being tied up with recurring rides for multiple hours weekday afternoons.

**4. Update Transit Board on Transit Service Contract Extension for 2024.**

2024 marks year four of the five year agreement with Running, Inc. for service provision. Rates are adjusted in years 3 through 5 by Consumer Price Index. For 2024, the rate for Running, Inc. increase by 3.7%. Due to tight labor market and increased operational costs, even though larger than normal CPI movement, this remains a cost effective adjustment as opposed to rebidding. No action taken.

**5. Update Transit Board on Transit Administration for 2024.**

WCWRPC will continue to provide transit administration services for 2024. No action taken.

**6. Review and Consider Fare Adjustments**

Fares were reviewed. Current fare structure is \$2.75 per ride fare for adult passengers, with \$1.75 reduced fare during off-peak hours for seniors and disabled passengers, and agency fares of \$6.00. Discussion occurred regarding using CARES and ARPA funding to fill gaps for funding and doing small, incremental fare adjustments to avoid a single, large adjustment when CARES and ARPA funds are exhausted or sunset.

Motion by Hiess, seconded by Exner to increase fares effective 4/1/2024 in the following manner pending public hearing notices and requirements:

- Regular Fare increased from \$2.75 to \$3.00.
- Reduced Fare increased from \$1.75 to \$2.00.
- Agency Fare increased from \$6.00 to \$7.00.

Roll call vote: Ayes – Hiess, Exner, Cohoon, King, Nehring, Walker, Endres. Motion carried.



## **7. New Business**

Discussions ongoing regarding possible connection of Chippewa Falls and Eau Claire transit systems. FTA would require Lake Hallie to participate. Continued study of this item will be occurring.

Urbanized Area boundaries have been updated from 2020 census. Eau Claire / Chippewa Falls area grew slightly – nothing notable anticipated on bottom line for funding allocations.

No action taken.

## **8. Review and Consider Transit Board Meeting Schedule**

No special mid-year meetings anticipated at this time, plan to meet to review 2024 operations late in calendar year. No action taken.

## **9. Adjournment**

Motion by Hiess, seconded by Nehring to adjourn. All present voting aye, motion carried. The meeting adjourned at 12:48 p.m.

Submitted by:  
Brad Hentschel, Transit Manager



# Public Transportation Agency Safety Plan

LAST UPDATED: December 6, 2023

The WisDOT Public and Specialized Transit section, in collaboration with several local partners and stakeholders, created the WisDOT Public Transportation Agency Safety Plan template to fulfill its regulatory requirements under 49 CFR Part 673.

Once a provider completes its own plan (based on WisDOT's template), the provider is responsible to carry out the plan.

**49 CFR 673.11(d)**


A State must draft and certify a Public Transportation Agency Safety Plan on behalf of any small public transportation provider that is located in that State. A State is not required to draft a Public Transportation Agency Safety Plan for a small public transportation provider if that agency notifies the State that it will draft its own plan. **In each instance, the transit agency must carry out the plan.** If a State drafts and certifies a Public Transportation Agency Safety Plan on behalf of a transit agency, and the transit agency later opts to draft and certify its own Public Transportation Agency Safety Plan, then the transit agency must notify the State. The transit agency has one year from the date of the notification to draft and certify a Public Transportation Agency Safety Plan that is compliant with this part. The Public Transportation Agency Safety Plan drafted by the State will remain in effect until the transit agency drafts its own Public Transportation Agency Safety Plan.

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN for CHIPPEWA FALLS SHARED RIDE

## TRANSIT AGENCY INFORMATION

<b>Transit Agency</b>	<b>Name</b>		<b>Address</b>
	City of Chippewa Falls Shared Ride Transit		30 W. Central Street, Chippewa Falls
<b>Accountable Executive</b>	<b>Name</b>		<b>Title</b>
	Brad Hentschel		Transit Manager
<b>Chief Safety Officer</b>	<b>Name</b>		<b>Title</b>
	Justin Running @ Running, Inc.		Owner, Running Inc
<b>Mode(s) of Service Covered by This Plan:</b>		<b>List All FTA Funding Types (e.g., 5307, 5337, 5339):</b>	
Shared Ride Transit		5307, 5339	
<b>Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)</b>			
Shared Ride Taxi – Demand Response			
<b>Does the agency provide transit services on behalf of another transit agency or entity?</b>	<b>Yes</b>	<b>No</b>	<b>Description of Arrangement(s)</b>
		X	
<b>Transit Agency(ies) or Entity(ies) for Which Service Is Provided</b>	<b>Name</b>		<b>Address</b>

## PLAN DEVELOPMENT, APPROVAL, AND UPDATES

<b>Signature by the Accountable Executive</b>	<b>Name</b>	<b>Date of Signature</b>	
	Brad Hentschel		
	<b>Signature</b>		
		12/6/2023	
<b>Approval by Board of Directors (or Equivalent)</b>	<b>Approving Entity</b>	<b>Date of Approval</b>	
	Chippewa Falls Transit Board		
	<b>Signatures</b>		
	*See 12/6/23 Meeting Minutes		12/6/2023

## ACTIVITY LOG

<b>Version Number and Updates</b>			
<i>Complete history of successive versions of this plan</i>			
Version No.	Section/Pages Affected	Reason for Change	Date Issued
1	All	PTASP Adoption	12/7/2020
2	App G	Annual Update and Data Evaluation (Appendix G)	12/6/2021
3	P. 11, 23 App G	Annual Update and Data Eval, Frontline Worker Inclusion, Infectious Disease Prevention	12/12/2022
4	App. B, E, F, G	Annual Update	12/6/2023

# CONTENTS

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TRANSIT AGENCY INFORMATION .....	2
PLAN DEVELOPMENT, APPROVAL, AND UPDATES .....	3
ACTIVITY LOG .....	3
DEFINITIONS AND ACRONYMS .....	6
BACKGROUND .....	10
1 SAFETY POLICIES AND PROCEDURES .....	10
1.1 Commitment to Safety .....	10
1.2 Policy Communication .....	11
1.3 Annual PTASP Review and Update .....	11
1.4 Organization Structure and System Safety Responsibilities .....	12
2 SAFETY RISK MANAGEMENT .....	12
2.1 Hazard Identification .....	12
2.1.1 Non-Punitive Reporting Policy .....	13
2.2 Safety Risk Assessment .....	13
2.3 Safety Risk Mitigation .....	13
2.4 Safety Risk Prioritization .....	14
3 SAFETY ASSURANCE .....	14
3.1 Investigation of Safety Events .....	15
3.2 Defining Safety Goals and Objectives/Outcomes .....	15
3.3 Defining Safety Performance Measures .....	16
3.3.1 Safety Performance Measures .....	17
3.3.2 Safety Performance Targets .....	17
3.4 Monitoring Performance and Evaluating Results .....	18
3.5 Integrating Results into Agency Decision-Making Processes .....	18
3.6 Sustaining a Safety Management System .....	19
4 SAFETY PROMOTION .....	19
4.1 Safety Culture .....	19
4.2 Competencies and Training .....	20
4.3 Safety Communication .....	22
4.3.1 Safety and Safety Performance Communication .....	23

4.3.2	Hazard and Safety Risk Communication .....	23
4.3.3	Employee Safety Reporting Program .....	23
4.4	Additional Information.....	24
APPENDICES .....		26
Appendix A – Staff Safety Roles and Responsibilities		
Appendix B – Safety Assessment and System Review		
Appendix C – Facility Safety and Security Assessment		
Appendix D – Risk Assessment Matrix		
Appendix E – Hazard Assessment Log		
Appendix F – Prioritized Safety Risk Log		
Appendix G – Safety Performance Matrix		

## DEFINITIONS AND ACRONYMS

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The following definitions may be used throughout this document, and correspond to the definitions provided in 49 CFR 673.5.

**Accident** means an “event”, as defined below, that involves any of the following:

1. A loss of life,
2. A report of a serious injury to a person,
3. A collision of public transportation vehicles,
4. An evacuation for life safety reasons.

**Accountable Executive** means a single, identifiable individual who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan (as defined below) of a public transportation agency; responsibility for carrying out the agency’s Transit Asset Management Plan (as defined below), and control or direction over the human and capital resources needed to develop and maintain both the agency’s Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency’s Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

**Chief Safety Officer** means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

**Equivalent Authority** means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.

**Event** means an “accident”, as defined above, or “incident” or “occurrence” (each as defined below).

**FTA** means the Federal Transit Administration, an agency within the United States Department of Transportation.

**Hazard** means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment (as defined below).

**Incident** means an “event” (as defined above), that involves any of the following:

1. A personal injury that is not a serious injury,
2. One or more injuries requiring medical transport, or
3. Damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.



**Investigation** means the process of determining the causal and contributing factors of an “accident”, “incident”, or “hazard” (each as defined here), for the purpose of preventing recurrence and mitigating risk.

**National Public Transportation Safety Plan** means the plan to improve the safety of all public transportation systems that receive federal financial assistance under 49 U.S.C. Chapter 53.

**Occurrence** means an “event” (as defined above), without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

**Operator** of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302(14).

**Performance measure** means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

**Performance target** means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

**Public Transportation Agency Safety Plan** means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

**Risk** means the composite of predicted severity and likelihood of the potential effect of a hazard.

**Risk mitigation** means a method or methods to eliminate or reduce the effects of hazards.

**Safety Assurance** means processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

**Safety Management Policy** means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

**Safety Management System (SMS)** means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

**Safety performance target** means a Performance Target related to safety management activities.

**Safety Promotion** means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

**Safety risk assessment** means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

**Safety Risk Management** means a process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

**Serious injury** means any injury which:

1. Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received;
2. Results in a fracture of any bone (except simple fractures of fingers, toes, or noses);
3. Causes severe hemorrhages, nerve, muscle, or tendon damage;
4. Involves any internal organ; or
5. Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

**Small public transportation provider** means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

**Shared-Ride Taxi** Private taxi companies that provide shared-ride taxi service to the general public on a regular basis are operators of public transportation. "Shared-ride" means two or more passengers in the same vehicle who are otherwise not traveling together. Similar to general public and ADA demand response service, every trip does not have to be shared-ride in order for a taxi company to be considered a shared-ride operator, but the general nature of the service must include shared rides.

**State** means a State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

**State of good repair** means the condition in which a capital asset is able to operate at a full level of performance.

**Transit agency** means an operator of a public transportation system.

**Transit Asset Management Plan** means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

ADA	-	Americans with Disabilities Act of 1990
AE	-	Accountable Executive
CFR	-	Code of Federal Regulations
CSO	-	Chief safety officer
FTA	-	Federal Transit Administration
MAP-21	-	Moving Ahead for Progress in the 21st Century
NTD	-	National Transit Database
PTASP	-	Public transportation agency safety plan
SGR	-	State of good repair

SMS	-	Safety management system
SOP	-	Standard operating procedure
SRT	-	Shared-Ride Taxi
TAM	-	Transit asset management
U.S.C.	-	United States Code
VRM	-	Vehicle Revenue Miles

## BACKGROUND

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The Wisconsin Department of Transportation (WisDOT) and the City of Chippewa Falls have developed this Public Transportation Agency Safety Plan (PTASP) in compliance with its requirements under 49 CFR Part 673. The Federal Transit Administration (FTA) promulgated Part 673 as required by Section 5329(d) of the Moving Ahead for Progress in the 21st Century (MAP-21) Act, which was signed into law by President Barack Obama on July 6, 2012. Under MAP-21, FTA has authority to establish and enforce a comprehensive regulatory framework to oversee the safety of public transportation throughout the United States. As a component of this safety oversight framework, MAP-21 requires certain recipients of FTA Chapter 53 funding to have, implement, and maintain a PTASP.

In addition to greater safety oversight responsibilities, MAP-21's grant of expanded regulatory authority also puts FTA in a position to provide safety policy guidance to transit agencies. For example, Part 673 contains various requirements for transit agencies to adopt policies and procedures to strengthen the use of safety data to support management decisions, improve the commitment of transit leadership to safety, and foster a culture of safety that promotes awareness and responsiveness to safety risks. The framework to this approach is called a safety management system (SMS) and is meant to move the transit industry towards a more holistic, performance-based approach to safety. Part 673 requires that transit agencies have an SMS-based PTASP consistent with FTA's National Public Transportation Safety Plan ("national safety plan").

This PTASP supports and is consistent with an SMS approach to safety risk management. SMS is an integrated collection of policies, processes, and behaviors meant to ensure a formalized, proactive, and data-driven approach to safety risk management. The aim of an SMS is to increase the safety performance of transit systems by proactively identifying, assessing, and controlling safety risks. The approach is meant to be flexible and scalable, so that transit agencies of all types and sizes can efficiently meet the basic requirements of Part 673.

## 1 SAFETY POLICIES AND PROCEDURES

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### 1.1 COMMITMENT TO SAFETY

Safety is **Chippewa Falls Shared Ride**'s first priority. **Chippewa Falls Shared Ride** is committed to implementing, developing, and improving strategies, management systems, and processes to ensure that all our activities uphold the highest level of safety performance and meet required safety standards.

We will develop and embed a safety culture in all our activities that recognizes the importance and value of effective safety management and acknowledges at all times that safety is paramount.

We will clearly explain for all staff their accountabilities and responsibilities for the development and operation of our safety management system (SMS).

For passengers and employees, we will minimize the safety risk associated with transit service to as low as reasonably practicable and we will work to comply with and, wherever possible, exceed legislative and regulatory requirements and standards. We also will work to ensure that all employees are provided with adequate and appropriate safety information and training, are competent in safety matters, and are only allocated tasks commensurate with their skills.

We have established safety performance targets to help us measure the overall effectiveness of our processes and ensure we meet our safety objectives.

## 1.2 POLICY COMMUNICATION

**Chippewa Falls Shared Ride's** Chief Safety Officer (CSO) will lead our SMS activities, including how the safety management policy is communicated throughout our organization.

A coordinated effort between the SRT and the Chippewa Falls team (both operating personnel and support contractors) to apply hazard identification across the organization that allows management of safety risks throughout all areas of transit operations. The safety of passengers and employees is a priority and fostering an organizational culture to encourage proactive safety reporting and safety risk management is the task of the SRT and Chippewa Falls team.

The CSO, will assure distribution of the policy to each employee, and also ensure that copies are posted on bulletin boards in operations, maintenance, and break areas of every facility as well as through the employee app, business website, and to driver tablets. **Chippewa Falls Shared Ride** has incorporated review and distribution of the policy statement to all contract provider personnel for the Chippewa Falls operations.

In addition, frontline workers (drivers) are involved in the update of this plan via in-person interviews and ongoing discussions about hazards they are seeing or encountering during their daily operations, and possible ways to mitigate and prevent the hazards.

## 1.3 ANNUAL PTASP REVIEW AND UPDATE

**Chippewa Falls Shared Ride** management will review the PTASP annually, update the document as necessary, and implement the changes within a timeframe that will allow the agency to timely submit to any annual or other periodic reviews, including its annual self-certification of compliance. At minimum, annual self-certification will consist of both the Accountable Executive and the Transit Board of Directors signing and dating this document. Further, the PTASP is updated in cooperation with frontline employee representatives. For Chippewa Falls Shared Ride, this will entail coordination with drivers and dispatchers of the PTASP. Quarterly coordination occurs for additional hazard assessments.

Annual review of the PTASP will be conducted by **Chippewa Falls Shared Ride** by **December 31** of each calendar year. Necessary updates outside the annual update window may be handled as PTASP addenda. Reviews of the PTASP and any subsequent updates, addenda, adoption, and distribution activities will be documented in the Activity Log at the beginning of this document.

## 1.4 ORGANIZATION STRUCTURE AND SYSTEM SAFETY RESPONSIBILITIES

**Chippewa Falls Shared Ride's** Accountable Executive has the overall responsibility for implementation of this PTASP, as well as for the safe and secure operations of **Chippewa Falls Shared Ride** and contract service operators. Each employee is required to carry out specific system safety responsibilities, depending on the employee's position, in compliance with the PTASP.

The information provided in the Staff Safety Roles and Responsibilities table (Appendix A) describes each position and general system safety responsibilities, and the agency's reporting structure.

## 2 SAFETY RISK MANAGEMENT

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### 2.1 HAZARD IDENTIFICATION

**Chippewa Falls Shared Ride** uses a safety risk management process to ensure the safety of our operations, passengers, employees, vehicles, and facilities. Hazards and their consequences are identified, assessed for potential safety risk, and resolved in a manner acceptable to **Chippewa Falls Shared Ride** leadership.

Establishing an effective hazard identification program is fundamental to safety management at **Chippewa Falls Shared Ride**. Hazard identification can be reactive or proactive in nature: safety event reporting, incident investigation, and trend monitoring are essentially reactive; other hazard identification methods proactively seek feedback through data collection, observation, and day-to-day operations analysis. Common hazard identification activities at **Chippewa Falls Shared Ride** include:

- Employee safety reporting program
- Review of monthly performance data and targets
- Maintenance reports
- Results of audits and inspections (vehicles, facility, system)
- FTA and other oversight authorities
- Safety assessments
- Trend monitoring
- Hazard and safety event reporting (with causal factor analysis)
- Safety surveys
- Safety audits
- Evaluating customer suggestions and complaints

**Chippewa Falls Shared Ride's** Accountable Executive leads the safety risk management process to identify hazards and consequences, assess safety risk of potential consequences, and mitigate

safety risk – results are documented in the Safety Risk Register, which will be reviewed monthly to identify safety risk mitigations and assess their effectiveness.

The number of near-misses, known as accident precursor data, is significantly greater than the number of accidents for comparable types of events. The practice of reporting and learning from accident precursor data is a valuable complement to other hazard identification practices. To be successful, hazard identification must take place within a non-punitive and just safety culture. **Chippewa Falls Shared Ride** employs systematic safety improvements by discovering and learning of potential weaknesses in the system's safety.

### 2.1.1 *Non-Punitive Reporting Policy*

**Chippewa Falls Shared Ride** is committed to the safest transit operating standards practicable. To achieve this, it is imperative that **Chippewa Falls Shared Ride** have uninhibited reporting of all safety events that may compromise safe operations. To this end, every employee is responsible for the communication of any information that may affect the integrity of transit safety. Such communication must be completely free of any form of reprisal.

**Chippewa Falls Shared Ride** will not take disciplinary action against any employee who discloses a safety event. This policy shall not apply to information received by **Chippewa Falls Shared Ride** from a source other than the employee, or that involves an illegal act, or a deliberate or willful disregard of rules, regulations, or agency policies or procedures.

**Chippewa Falls Shared Ride's** method of collection, recording, and disseminating information obtained from transit safety reports has been developed to protect, to the extent permissible by law, the identity of any employee who provides transit safety information.

## 2.2 SAFETY RISK ASSESSMENT

Once a hazard has been identified, **Chippewa Falls Shared Ride** will conduct an assessment to determine the potential consequences. Factors to be considered are the likelihood of occurrence, the severity of the consequences (should there be an occurrence), and the level of exposure to the hazard. **Chippewa Falls Shared Ride** will assess risks subjectively by experienced personnel using a risk assessment matrix. Results of the risk assessment process will help determine whether the risk is being appropriately managed or controlled. If the risks are acceptable, the hazard will continue to be monitored. If the risks are unacceptable, steps will be taken by **Chippewa Falls Shared Ride** to lower the risk to an acceptable or tolerable level, or to remove, avoid, or otherwise eliminate the hazard.

## 2.3 SAFETY RISK MITIGATION

The assessment process may indicate that certain hazards have an acceptable level of risk, while others require mitigation to an acceptable or tolerable level. **Chippewa Falls Shared Ride** will further manage risk by completing a **Hazard Assessment Log (Appendix E)** that can help

prioritize safety risks. The level of risk can be lowered by reducing the severity of the potential consequences, likelihood of occurrence, exposure to that risk, or by some combination.

In general, **Chippewa Falls Shared Ride** will take the following safety actions to mitigate risk – these actions can be categorized into three broad categories, including:

**1. Physical Defenses:**

These include objects and technologies that are engineered to discourage, or warn against, or prevent inappropriate action or mitigate the consequences of events (e.g. traffic control devices, fences, safety restraining systems, transit controls/signals, transit monitoring systems, etc.)

**2. Administrative Defenses:**

These include procedures and practices that mitigate the likelihood of accident/incident (e.g. safety regulations, standard operating procedures, personnel proficiency, supervision inspection, training, etc.)

**3. Behavioral Defenses:**

These include behavioral interventions through education and public awareness campaigns aimed at reducing risky and reckless behavior of motorists, passengers and pedestrians; factors outside the control of the agency (e.g. the *Zero in Wisconsin* campaign)

## 2.4 SAFETY RISK PRIORITIZATION

Once a hazard has been identified and the risk level assessed, **Chippewa Falls Shared Ride** prioritizes safety risks using a **Prioritized Safety Risk Log (Appendix F)**. The log includes:

- Priority level for safety risks
- Description of the risk
- Planned mitigation strategies
- Outcome of the planned mitigation strategies
- Status of the prioritized safety risk
- Responsible staff
- A timeline of the planned mitigation strategies

The Prioritized Safety Risk Log is updated, at a minimum, on a monthly basis to ensure continual progress towards risk reduction.

## 3 SAFETY ASSURANCE

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Safety assurance provides the necessary feedback to ensure that the SMS is functioning effectively and that **Chippewa Falls Shared Ride** is meeting or exceeding its safety objectives. Safety assurance requires a clear understanding of how safety performance will be evaluated, or in other words, what metrics will be used to assess system safety and determine whether the SMS is working properly.



Through our safety assurance process, **Chippewa Falls Shared Ride**:

- Investigates safety events to identify causal factors
- Analyzes information from safety reporting, including data about safety failures, defects, or conditions
- Assesses the effectiveness of safety risk mitigations to make sure the mitigations are appropriate and are implemented as intended
- Evaluates our compliance with operations and maintenance procedures to determine whether our existing rules and procedures are sufficient to control our safety risk

### 3.1 INVESTIGATION OF SAFETY EVENTS

**Chippewa Falls Shared Ride** maintains documented procedures for conducting investigations into safety events (as defined by FTA) to find causal factors and review mitigations in place at the time of the event. These procedures also reflect all traffic safety reporting and investigation requirements established by WisDOT's division of motor vehicles (DMV).

The Accountable Executive maintains all documentation of **Chippewa Falls Shared Ride's** investigation policies, processes, forms, checklists, activities, and results. As detailed in **Chippewa Falls Shared Ride's** procedures, an investigation report is prepared and analyzed to determine whether:

- The safety event was preventable
- Personnel require discipline or retraining
- The causal factor(s) indicating that a hazard contributed to or was present for the safety event
- The safety event appears to involve underlying organizational causal factors beyond individual employee behavior(s)

### 3.2 DEFINING SAFETY GOALS AND OBJECTIVES/OUTCOMES

Setting safety goals and objectives is part of strategic planning and establishing safety policy for **Chippewa Falls Shared Ride**. Clearly defining safety goals is the first part in creating a safety performance measurement system.

**Safety goals** are general descriptions of desirable long-term impacts. For example, a general safety goal might be:

*"Foster agency-wide support for transit safety by establishing a culture where management is held accountable for safety and everyone in the organization takes an active role in securing transit safety."*

**Safety objectives or outcomes** are more specific statements that define measurable results. For example, a specific safety objective for the goal stated above might be:

*"Establish regular transit safety meetings comprised of staff at varying levels, including executives, officers, managers, operators and maintenance personnel."*

The safety objective/outcome will then be measured by defining specific performance metrics, including a baseline and target, that **Chippewa Falls Shared Ride** will determine is reasonable.

### 3.3 DEFINING SAFETY PERFORMANCE MEASURES

Performance measurement is the regular systematic collection, analysis, and reporting of data that track resources used, work produced, and whether specific outcomes were achieved. In other words, it is a tool to quantify and improve performance, and engage and communicate with **Chippewa Falls Shared Ride** staff and external stakeholders.

The two core functions of performance measurement include monitoring and evaluating progress. Performance can be measured in terms of inputs, outputs, outcomes, and efficiency, among many other criteria.

Several processes are in place to monitor our system for compliance with operations and maintenance procedures, including:

- Safety audits
- Informal inspections
- Safety surveys
- Employee safety reporting program
- Investigation of safety events
- Safety review prior to the launch or modification of any part of service
- Daily data gathering and monitoring of data related to the delivery of service
- Regular vehicle inspections and preventative maintenance

Safety data will be analyzed and used for development of key safety performance measures and targets, and can be collected through a variety of sources, including:

- Near miss information
- Accident investigation reports (with causal factor analysis)
- Internal safety audits (or reviews)
- Injury reports (including occupational injury)
- Safety event reports (including accidents, incidents, and occurrences)
- System monitoring (including testing and inspection records)
- Hazard management program

### 3.3.1 Safety Performance Measures

Chippewa Falls Shared Ride focuses on data delivered to the National Transit Database (NTD):

- **Fatalities**
  1. Total number of reportable fatalities
  2. Rate of reportable fatalities per total vehicle revenue miles
- **Injuries**
  3. Total number of reportable injuries
  4. Rate of reportable injuries per total vehicle revenue miles
- **Safety Events**
  5. Total number of reportable safety events
  6. Rate of reportable safety events per total vehicle revenue miles
- **System Reliability**
  7. Vehicle maintenance miles as a percentage of vehicle revenue miles

These seven (7) safety performance measures are used to select improvement targets for each measure and each mode of transit, in order to encourage improvements and monitor the safety performance of delivering transit services.

### 3.3.2 Safety Performance Targets

Safety performance targets for Chippewa Falls Shared Ride are based on the safety performance measures in the previous section, established under the National Public Transportation Safety Plan.

The targets (below) are based on review of the previous 5 years of Chippewa Falls Shared Ride's safety performance data:

Mode of Transit Service	Fatalities (total)	Fatalities (per 100K VRM)	Injuries (total)	Injuries (per 100K VRM)	Safety Events (total)	Safety Events (per 100K VRM)	System Reliability (Service miles as a % of VRM)
Shared Ride	0	0	1	0.125	11	1.375	0.25%

By July 20, 2020 Chippewa Falls Shared Ride will make its safety performance measures improvement targets available to WisDOT and all metropolitan planning organizations (MPOs) with which the agency engages. Prior to July 20, 2020, Chippewa Falls Shared Ride will communicate with WisDOT and each MPO to discuss selection of safety performance targets. Targets will be adopted into local Transportation Improvement Plans (TIP) or TIP amendment.

Safety data (collected from above sources) will be analyzed for potential safety impacts. Identified areas of concern are reported to appropriate personnel in the form of specific project reports, memos, and recommendations from the Accountable Executive.

Records of system safety data are maintained for a minimum of three years. Certain information, such as safety certification backup documentation is maintained by **Chippewa Falls Shared Ride**'s document control process. In addition to safety data, **Chippewa Falls Shared Ride** maintains other data and documentation of activities required by the PTASP. Distribution of safety-related reports and data is accomplished through the **Chippewa Falls Shared Ride** Accountable Executive.

### 3.4 MONITORING PERFORMANCE AND EVALUATING RESULTS

Once safety goals, objectives/outcomes, and measures have been defined, they can be organized into a **Safety Performance Matrix (Appendix G)**. Organizing information, particularly in a matrix, will allow **Chippewa Falls Shared Ride** to continuously monitor safety performance and evaluate results. **Chippewa Falls Shared Ride** will evaluate safety performance and update documentation at least semi-annually.

**Chippewa Falls Shared Ride** will monitor its system for compliance with operations and maintenance procedures, including whether those procedures are sufficient, through:

- Announced and unannounced compliance reviews
- Ride-along evaluations
- Internal audits
- Peer reviews

See Appendix A for who is responsible for identifying, tracking, and monitoring safety risk mitigations.

### 3.5 INTEGRATING RESULTS INTO AGENCY DECISION-MAKING PROCESSES

**Chippewa Falls Shared Ride** is committed to using the data collected and information learned to inform decision-making and instill positive change. The main objective is the continuous improvement of transit system safety. When performance goals are not met, **Chippewa Falls Shared Ride** will work to identify why such goals were not met and what actions can be taken to minimize the gap in achieving defined goals. However, when goals are easily achieved, action will be taken to exceed expectations and re-establish a reasonable baseline.

Uses of performance results include:

- Focus attention on performance gaps and trigger in-depth investigations of what performance problems exist
- Help make informed resource allocation decisions
- Identify needs for staff training or technical assistance
- Help motivate employees to continue making program improvements

- Support strategic planning efforts by providing baseline information for tracking progress
- Identify best practices through benchmarking
- Respond to elected officials and the public’s demand for accountability

### 3.6 SUSTAINING A SAFETY MANAGEMENT SYSTEM

In order to sustain the SMS, **Chippewa Falls Shared Ride** will ensure that particular processes are employed to instill an organizational foundation. Examples of actions taken to sustain the SMS include:

- **Create measurement-friendly culture:**  
All staff, including senior managers, should be actively engaged in creating measurement-friendly culture by promoting performance measurement as a means of continuous improvement. Senior managers will also lead by example and utilize performance metrics in decision making processes.
- **Build organization capacity:**  
Investment in developing skilled human resources capacity is essential to sustaining an SMS. Both technical and managerial skills will be needed for data collection and analysis, and setting goals. Managing staff and the governing board will commit the financial resources required for organizational capacity and maintaining an SMS on a continuous basis.
- **Reliability and transparency of performance results:**  
The SMS will be able to produce and report its results, both good and bad. Performance information should be transparent and made available to all stakeholders. Messengers should be protected to preserve the integrity of the measurement system. The focus should be on opportunities for improvement rather than allocating blame.
- **Demonstrate continuous commitment to measurement:**  
Visible commitment to using metrics is a long-term initiative. **Chippewa Falls Shared Ride** will demonstrate a commitment to performance measurement by establishing a formal process of reporting performance results, such as including transit safety and performance measurement as a standing agenda item at transit board meetings.

## 4 SAFETY PROMOTION

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**Chippewa Falls Shared Ride** believes safety promotion is critical to the success of an SMS by ensuring that the entire organization fully understands and trusts its safety policies, procedures, and structure. Further, safety promotion involves establishing an organizational and workplace culture that recognizes safety as a core value, training employees in safety principles, and allowing open communications of safety issues.

### 4.1 SAFETY CULTURE

Positive safety culture must be generated from the top. The actions, attitudes, and decisions at the policy-making level must demonstrate a genuine commitment to safety. Safety must be recognized as the responsibility of each employee, with the ultimate responsibility for safety resting with the Accountable Executive. Employees must trust that they will have management support for decisions made in the interest of safety, while also recognizing that intentional breaches of safety will not be tolerated.

The primary goal of safety promotion at Chippewa Falls Shared Ride is to develop a positive safety culture that allows the SMS to succeed. A positive safety culture is defined as one which is:

**A. An Informed Culture**

- Employees understand the hazards and risks involved in their areas of operation
- Employees are provided with the necessary knowledge, training and resources
- Employees work continuously to identify and overcome threats to safety

**B. A Just Culture**

- Employees know and agree on what is acceptable and unacceptable behavior
- Human errors must be understood, but negligence and willful violations cannot be tolerated

**C. A Reporting Culture**

- Employees are encouraged to voice safety concerns and to share critical safety information without the threat of punitive action
- When safety concerns are reported, they are analyzed, and appropriate action is taken

**D. A Learning Culture**

- Learning is valued as a lifetime process beyond basic-skills training
- Employees are encouraged to develop and apply their own skills and knowledge to enhance safety
- Employees are updated on safety issues by management, and safety reports are fed back to staff so that everyone learns the pertinent lessons

## 4.2 COMPETENCIES AND TRAINING

Chippewa Falls Shared Ride's comprehensive training program applies to all employees directly responsible for safety, including:

- Vehicle operators
- Dispatchers
- Maintenance technicians
- Managers and supervisors
- Accountable Executive

- Chief Safety Officer
- All levels of management

**Chippewa Falls Shared Ride** ensures the contract provider dedicates resources to conduct a comprehensive training program, as well as working with Chippewa Falls Shared Ride for training on SMS roles and responsibilities. The scope of the safety training is appropriate to each employee's individual safety-related job responsibilities and their role in the SMS.

Basic training requirements for employees of the contract provider are detailed within the contract provider's contract provisions and handbook.

**Operations** safety-related skill training includes the following:

- New-hire vehicle operator classroom and hands-on skill training
- Vehicle operator refresher training
- Vehicle operator retraining (recertification or return to work)
- Classroom and on-the-job training for dispatchers
- Classroom and on-the-job training for operations supervisors and managers
- Safety event investigation training for operations supervisors and managers

**During the initial implementation of an SMS, specific communication will be required for the on-site contract supervisor and drivers**, to explain the agency's safety culture and describe how **Chippewa Falls Shared Ride's** SMS works. The Accountable Executive is the resource person for providing a corporate perspective on Chippewa Falls Shared Ride's approach to safety management.

**Chippewa Falls Shared Ride** will ensure the contract provider implements its safety training program through the following activities:

- Defensive driver training
- Behind-the-wheel training
- On-the-job training for maintenance functions
- Occupational safety training
- Informal staff meetings
- Webinars
- Formal certification from accredited institutions
- Other forms of training required for employees and contractors designated as "directly responsible for safety"

Safety Management training topics may include:

**A. Initial Safety Training for All Staff**

1. Basic principles of safety management including the integrated nature of SMS, risk management, safety culture, etc.
2. Corporate safety philosophy, safety goals and objectives, safety policy, and safety standards

3. Importance of complying with the safety policy and SMS procedures, and the approach to disciplinary actions for different safety issues
4. Organizational structure, roles and responsibilities of staff in relation to safety
5. Transit agency's safety record, including areas of systemic weakness
6. Requirement for ongoing internal assessment of organization safety performance (e.g. employee surveys, safety audits, and assessments)
7. Reporting accidents, incidents, and perceived hazards
8. Lines of communication for safety managers
9. Feedback and communication methods for the dissemination of safety information
10. Safety promotion and information dissemination

**B. Safety Training for Operations Personnel**

1. Unique hazards facing operational personnel
2. Seasonal safety hazards and procedures (e.g. winter operations)
3. Procedures for hazard reporting
4. Procedures for reporting safety events (accidents and incidents)
5. Emergency procedures

**C. Safety Training for Management**

1. Principles of the SMS
2. Management responsibilities and accountabilities for safety
3. Legal issues (e.g. liability)

**D. Training for the Safety Officer**

1. Familiarization with different transit modes, types of operation, routes, etc.
2. Understanding the role of human performance in safety event causation and prevention
3. Operation of the SMS
4. Investigating safety events
5. Crisis management and emergency response planning
6. Safety promotion
7. Communication skills
8. Performing safety audits and assessments
9. Monitoring safety performance
10. National Transit Database (NTD) safety event reporting requirements

## 4.3 SAFETY COMMUNICATION

**Chippewa Falls Shared Ride's** Accountable Executive coordinate **Chippewa Falls Shared Ride's** safety communication activities for the SMS. **Chippewa Falls Shared Ride's** activities focus on the three categories of communication activity established in 49 CFR Part 673:

- Communicating safety and safety performance information throughout the agency
- Communicating information on hazards and safety risks relevant to employees' roles and responsibilities throughout the agency
- Informing employees of safety actions taken in response to reports submitted through the employee safety reporting program



#### 4.3.1 Safety and Safety Performance Communication

**Chippewa Falls Shared Ride** communicates information on safety and safety performance to its on-site contract provider supervisor quarterly, and encourages them to share with their drivers. Information typically conveyed during these meetings includes safety performance statistics, lessons learned from recent occurrences, upcoming events that may impact **Chippewa Falls Shared Ride's** service or safety performance, and updates regarding SMS implementation. **Chippewa Falls Shared Ride** also requests information from drivers during these meetings.

#### 4.3.2 Hazard and Safety Risk Communication

**Chippewa Falls Shared Ride** ensures contract provider distributes safety policies and procedures to all employees. For new safety-related issues or concerns, a message to the on-site supervisor will be communicated with distribution to all drivers requested. These messages will be communicated in one-on-one or in group discussions with employees as appropriate, and/or posted on a bulletin board in the Shared Ride office for all employees.

Annual updates to the PTASP will also involve driver and dispatcher input via in-person review and communication.

#### 4.3.3 Employee Safety Reporting Program

**Chippewa Falls Shared Ride** is committed to the safest transit operating standards practicable. To achieve this, it is imperative that **Chippewa Falls Shared Ride** have uninhibited reporting of hazards (real or potential), safety events, and policies or procedures that may compromise safe operations. To this end, every employee is responsible for the communication of any information that may affect the integrity of transit safety.

**Chippewa Falls Shared Ride** encourages employees who identify safety concerns in their day-to-day activities to report them to management in good faith without fear of retribution. There are many ways employees can report safety conditions:

- Report conditions directly to dispatch, who will communicate them to the Accountable Executive via telephone or email as conditions are reported.
- Report conditions anonymously directly to the Accountable Executive via City Hall mail box.
- Report conditions directly to any supervisor, manager, or director

Examples of information typically reported include:

- Safety concerns in the operating environment
  - County or City road conditions
  - Facility or vehicle condition
- Policies and procedures that are not working as intended
  - Insufficient time to complete pre-trip inspection

- Safety events that managers may not otherwise know about
  - Near misses
- Information about why a safety event occurred
  - Radio communication issues

**Such communication must be completely free of any form of reprisal. Therefore, subject to the exceptions below, Chippewa Falls Shared Ride will not take disciplinary action against any employee who discloses such a safety concern.**

Every day, the on-site contract provider supervisor reviews the dispatch operations log, the Accountable Executive checks the City Hall mail box - the result of these review activities will be documented as identified safety conditions in the Safety Risk Register. **Chippewa Falls Shared Ride's** Accountable Executive will review and address each employee report, ensuring that hazards and their consequences are appropriately identified and resolved through the SRM process, and that reported deficiencies and non-compliance with rules or procedures are managed through the SA process.

**Chippewa Falls Shared Ride's** Accountable Executive discusses actions taken to address reported safety conditions weekly or as otherwise needed with the contract provider on-site supervisor. Additionally, if the reporting employee gave their name, the Accountable Executive or designee follows-up directly with the employee when the agency determines whether to take action, and after any mitigations are implemented.

**Chippewa Falls Shared Ride** encourages participation in the employee safety reporting process by protecting employees that report safety conditions in good faith, as discussed throughout this document. This policy does not apply to information received from a source other than the employee, or that involves:

- **Illegal act(s)**
  - Such as assault or theft
- **Gross negligence**
  - Such as knowingly using heavy equipment for purposes other than intended, such that people or property are put at risk
- **Deliberate or willful disregard of rules, regulations, or agency policies or procedures**
  - Such as reporting to work under the influence of controlled substances

**Chippewa Falls Shared Ride** provides targeted communications to inform employees of safety actions taken in response to reports submitted through the employee safety reporting program, including safety talks, updates to bulletin boards, and on-on-one discussions between employees and supervisors.

**Chippewa Falls Shared Ride's** method of collection, recording, and disseminating information obtained from transit safety reports has been developed to protect, to the extent permissible by law, the identity of any employee who provides transit safety information.

#### 4.4 ADDITIONAL INFORMATION

For at least three (3) years after creation, **Chippewa Falls Shared Ride** will maintain documentation related to:

- Implementation of its SMS
- Programs, policies, and procedures used to carry out this PTASP
- Results from its SMS processes and activities

These documents will be available to the FTA or other oversight entity upon request.

## APPENDICES

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Appendix A – Staff Safety Roles and Responsibilities

Appendix B – Safety Assessment and System Review

Appendix C – Facility Safety and Security Assessment

Appendix D – Risk Assessment Matrix

Appendix E – Hazard Identification and Risk Assessment Log

Appendix F – Prioritized Safety Risk Log

Appendix G – Safety Performance Matrix

**APPENDIX A**

**City of Chippewa Falls  
STAFF SAFETY ROLES AND RESPONSIBILITIES**

Complete the table below, in addition to the staff roles and responsibilities provided in Section X of the PTASP. You must include the Accountable Executive, Chief Safety Officer, agency leadership and executive management, and key staff – be sure to include any and all staff that might have some role in a safe transit agency (executive/management level, HR, and finance may likely be included). Blue text is included only as an example.

<b>Completed by: Brad Hentschel</b>	<b>Date: 12/2/2023</b>
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Position Title	Name of Staff Member	Position Description	Safety Responsibilities
Accountable Executive	<b>Brad Hentschel</b>	49 CFR § 673.5 – Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the PTASP; responsibility for carrying out the agency’s TAM Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency’s PTASP, in accordance with 49 U.S.C. § 5329(d), and the agency’s TAM Plan in accordance with 49 U.S.C. § 5326.	<ul style="list-style-type: none"> <li>• Ultimate responsibility for carrying out the PTASP</li> <li>• Responsibility for carrying out the TAM Plan</li> <li>• Control or direction over the human and capital resources needed to develop and maintain both plans</li> <li>• Ensuring the agency’s SMS is effectively implemented throughout the system</li> <li>• Ensuring action is taken, as necessary, to address substandard performance in the agency’s SMS</li> <li>• May delegate specific responsibilities, except ultimate accountability for the agency’s safety performance, which always rests with the Accountable Executive</li> </ul>

<p>Running, Inc. (Chief Safety Officer)</p>	<p><b>Justin Running</b></p>	<p>49 CFR § 673.5 – Chief Safety Officer means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer.</p> <p>A Chief Safety Officer (CSO) for a small public transportation provider (as defined in Part 673) may serve in capacities (operational or maintenance) unless the agency ceases to be a small public transportation provider or operates a rail transit system.</p> <p>Ensure coordinated development and implementation of the PTASP and for communicating the transit agency's safety policies to all employees.</p>	<ul style="list-style-type: none"> <li>• Is adequately trained</li> <li>• Responsibility for safety</li> <li>• Reports directly to agency's Accountable Executive</li> <li>• Authority and responsibility for day-to-day implementation and operation of agency's SMS</li> <li>• Promoting safety awareness throughout the organization;</li> <li>• Ensuring that safety documentation is current and accessible to all employees;</li> <li>• Communicating changes in safety documents to all personnel;</li> <li>• Monitoring the effectiveness of corrective actions;</li> <li>• Providing periodic reports on safety performance;</li> <li>• Rendering independent advice to personnel on safety-related matters; and</li> <li>• Ensuring that safety management has a high priority throughout the organization</li> <li>• Having full knowledge of all standard and safety operating procedures</li> <li>• Ensuring that drivers make safety a primary concern when on the job</li> <li>• Listening and acting upon any safety concerns raised by the drivers</li> <li>• Immediately reporting safety concerns</li> <li>• Provide leadership and direction to employees during security incidents</li> <li>• Handle minor non-threatening rule violations</li> <li>• Defuse minor arguments</li> <li>• Determine when to call for assistance</li> <li>• Respond to fare disputes and service complaints</li> </ul>
<p>Vehicle Operators/Drivers</p>	<p>Running Drivers</p>	<p>Drivers are responsible for exercising maximum care and good judgment in identifying and reporting suspicious activities, in managing security incidents, and in responding to emergencies.</p>	<ul style="list-style-type: none"> <li>• Take charge of a hazard incident scene until the arrival of supervisory or emergency personnel</li> <li>• Collect fares in accordance with agency policy</li> <li>• Be familiar with Running Inc.'s Employee Manual and Procedures</li> <li>• Attempt to defuse minor arguments</li> <li>• Determine when to call for assistance</li> <li>• Maintain control of the vehicle</li> <li>• Report all safety incidents to Supervisor on duty</li> <li>• Complete all necessary safety related reports</li> </ul>

**APPENDIX B**

**City of Chippewa Falls  
SAFETY ASSESSMENT AND SYSTEM REVIEW**

Complete this form semi-annually to identify potential safety hazards. It is imperative that completion of this review includes only accurate and correct information – data collected from this assessment will guide agency resource allocation and focus priority needs appropriately. Not all questions will apply.

**If there are additional questions relevant to your agency, be sure to add those questions.**

<b>Completed by:</b> Justin Running	<b>Date:</b> 11/14/23
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RESPONSIBLE PARTY	SECTION	REVIEW QUESTIONS	YES	NO	N/A
Account Executive	Safety Policies:	• Are all safety policies up to date and reviewed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		• Is a Public Transit Agency Safety Plan (PTASP) or any other System Safety Plan written for the transit system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		• Is the Drug and Alcohol Policy current and up to date?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chief Safety Officer	New Hire Employee Files:	• Was there a structured interview conducted and documented?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		• Is the applicant asked the questions relating to previous experience with drug and alcohol testing?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		• Is the offer of employment documented in writing?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		• Is there a pre-employment drug screen?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		• Is there a pre-employment physical exam?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		• Are safety sensitive responsibilities outlined in the job description?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		• Is there a completed Substance Abuse Policy and Drug Free Workplace Policy Acknowledgement form?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chief Safety Officer	Post Hire Employee Files:	• Is there a Current Policies and Procedures Acknowledgement Form?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		• Is a current employee roster available?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		• Are the employee files maintained by the transit system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		• Do existing employee files contain:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		> Background check?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		> Previous employer request form?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		> Verification of current driver's license and CDL?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		> Current MVR?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		> PARS Reports?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		> Current copy of physical exam certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
> Signed Substance Abuse Policy Acknowledgement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

		➤ Drug and Alcohol Testing Record with COC and authorization forms?	X	<input type="checkbox"/>	<input type="checkbox"/>
		➤ Record of annual supervisor ride checks and evaluations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Chief Safety Officer	Education and Training:	• Are operator certifications current and up to date?	<input type="checkbox"/>	<input type="checkbox"/>	X
		• Have managers completed Safety Management Systems (SMS) training?	<input type="checkbox"/>	<input type="checkbox"/>	X
		• Are employees familiar with OSHA topics, including:	X	<input type="checkbox"/>	<input type="checkbox"/>
		➤ Hazard Communication?	X	<input type="checkbox"/>	<input type="checkbox"/>
		➤ Emergency Action Planning?	X	<input type="checkbox"/>	<input type="checkbox"/>
		➤ Bloodborne Pathogens?	X	<input type="checkbox"/>	<input type="checkbox"/>
		➤ Lockout/Tagout?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		➤ Personal Protective Equipment (PPE)?	X	<input type="checkbox"/>	<input type="checkbox"/>
		➤ Injury Prevention Planning?	X	<input type="checkbox"/>	<input type="checkbox"/>
		• Have all safety sensitive employees received Drug and Alcohol Training?	X	<input type="checkbox"/>	<input type="checkbox"/>
• Do new mechanics receive classroom training?	<input type="checkbox"/>	<input type="checkbox"/>	X		
• Do existing mechanics receive ongoing training?	<input type="checkbox"/>	<input type="checkbox"/>	X		
Account Executive and Chief Safety Officer	Safety Communication	• Are employees updated regularly on any safety related news or changes?	X	<input type="checkbox"/>	<input type="checkbox"/>
		• Are safety issues or new communicated from the CSO to the EA?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		➤ Via Bulletin Board	X	<input type="checkbox"/>	<input type="checkbox"/>
		➤ Via Employee App	X	<input type="checkbox"/>	<input type="checkbox"/>
		➤ Via Website (and employee login)	X	<input type="checkbox"/>	<input type="checkbox"/>
• Are mechanics informed of safety issues?	<input type="checkbox"/>	<input type="checkbox"/>	X		
Chief Safety Officer	Incident and Accident Investigation Procedures:	• Are policies in place dictating which incidents are reported and which are not?	X	<input type="checkbox"/>	<input type="checkbox"/>
		• Are incident report forms kept on board the vehicle?	X	<input type="checkbox"/>	<input type="checkbox"/>
		• Are accident reports completed for all situations?	X	<input type="checkbox"/>	<input type="checkbox"/>
		• Are incident/accident reports used as pre-accident training material?	<input type="checkbox"/>	X	<input type="checkbox"/>
		• Are incident/accident reports used as post-accident training material?	X	<input type="checkbox"/>	<input type="checkbox"/>
		• Are incident/accident reports used to identify potential hazards and analyzed in a Risk Assessment Matrix (RAM)?	X	<input type="checkbox"/>	<input type="checkbox"/>
		• Are complaint forms kept on all vehicles?	<input type="checkbox"/>	X	<input type="checkbox"/>
		• Are all operators provided with safety vests on their vehicles?	<input type="checkbox"/>	X	<input type="checkbox"/>
• Are incident/accident photos taken?	X	<input type="checkbox"/>	<input type="checkbox"/>		
Chief Safety Officer	Substance Abuse:	• Is there a current and updated Drug and Alcohol Policy?	X	<input type="checkbox"/>	<input type="checkbox"/>
		• Do all staff members understand the Drug and Alcohol Policy?	X	<input type="checkbox"/>	<input type="checkbox"/>
		• Is random testing being completed?	X	<input type="checkbox"/>	<input type="checkbox"/>
		• Is reasonable suspicion testing being completed?	X	<input type="checkbox"/>	<input type="checkbox"/>
Chief Safety Officer (Facility is leased, and some responsibilities may	Facility and Shop Inspections:	• Are monthly facility inspections conducted as scheduled?	<input type="checkbox"/>	<input type="checkbox"/>	X
		• Are facility inspection forms completed properly?	<input type="checkbox"/>	<input type="checkbox"/>	X
		• Are unsafe conditions or acts, regarding the facility corrected and documented?	X	<input type="checkbox"/>	<input type="checkbox"/>
		• Are fire extinguishers up to date with annual servicing requirements?	X	<input type="checkbox"/>	<input type="checkbox"/>







**APPENDIX C**

**CHIPPEWA FALLS SHARED RIDE  
VEHICLE FACILITY SAFETY and SECURITY ASSESSMENT**

Complete this form semi-annually to identify potential safety hazards. It is imperative that the completion of this review includes only accurate and correct information – data collected from this assessment will guide agency resource allocation and focus priority needs appropriately. Not all questions will apply.

<b>Completed by: Justin Running</b>	<b>Date: 11/14/23</b>
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<b>SECTION</b>	<b>REVIEW QUESTIONS</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
<b>Buildings and Facility Grounds:</b>	• Are facility grounds randomly and frequently patrolled?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	• Are daily security sweeps conducted?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	• Are smoke/fire/carbon monoxide detectors provided and working?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are distribution and number of keys known and controlled?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are all keys labeled as "DO NOT DUPLICATE"?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	• Are all unoccupied areas locked and secured?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Lighting:</b>	• Is entire perimeter of facility properly illuminated?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is lighting mounted at approximately second story level?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	• Are lights provided over all entrance doors?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is lighting provided in staff parking areas?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Entrance Doors and Windows:</b>	• Are all doors:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	> Built of commercial grade with metal framing?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	> Outside hinges hidden and protected from vandalism?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	> Provided with a commercial grade, one-sided lock?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	> Provided with push "panic" bar releases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	➤ In case of breakage or opening are all windows and doors connected to a central station alarm?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Electronic Surveillance:</b>	• Is the entire perimeter of facility protected by a CCTV system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is this system monitored by management and/or a security company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	• Is this system always on or activated by motion sensors?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Non-Employee Access:</b>	• Is access restricted to persons without proper credentials and clearance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are supply deliverers required to show proper I.D. and sign-in a log book?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	• Are all non-employees accompanied and/or observable at all times?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Surrounding Environment:</b>	• Are there other non-City/County/other buildings connected to the facility that may be vulnerable to unauthorized entry to City/County/other property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	• Are all utility components (power transformers, back-up generators) protected and secured from vandalism or attack?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are all outdoor storage areas adequately lighted and secured?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Material Storage:</b>	• Are all hazardous and flammable materials properly identified?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	• Are all materials properly labeled, stored, and secured?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Forms and Written Plans:</b>	• Are emergency numbers (police, fire, ambulance, FBI) current and prominently displayed at each phone?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Is a Chain of Command and emergency call list prominently displayed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are employees trained and checklists provided on how to handle a physical threat or incident called in on the phone?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Evacuation Plan/Procedures</b>	• Are there evacuation plans for this facility?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are staff members trained on this plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Are assembly areas and alternate assembly areas identified, validated and coordinated with the County Emergency Management Office?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	• Have the primary and alternate assembly areas, evacuation sites, and evacuation routes been verified and coordinated with all appropriate agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	• Has the Emergency Evacuation Plan been reviewed, coordinated, and briefed to staff as appropriate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Training:</b>	• Is an orientation program in place for each new staff member?	X	<input type="checkbox"/>	<input type="checkbox"/>
	• Do all staff members receive safety and security training appropriate to their position and level of responsibility?	X	<input type="checkbox"/>	<input type="checkbox"/>
	• Are periodic safety and security training and briefings completed with staff?	<input type="checkbox"/>	<input type="checkbox"/>	X
	• Do all new staff members receive briefings on the City/County Evacuation Plan, the Disaster Preparedness Plan, and other security policies and procedures?	<input type="checkbox"/>	<input type="checkbox"/>	X
<b>Administrative Procedures:</b>	• Is a record of emergency data on file for each staff?	X	<input type="checkbox"/>	<input type="checkbox"/>
	• Have incident reporting format and procedures been established and staff briefed on them?	X	<input type="checkbox"/>	<input type="checkbox"/>
	• Are all incident reports treated with confidentiality and transmitted by secure means to the appropriate City/County department?	<input type="checkbox"/>	<input type="checkbox"/>	X
	• Are background checks conducted and verified on all prospective new hires?	X	<input type="checkbox"/>	<input type="checkbox"/>
<b>Cash Handling and Transfer:</b>	• Has a secure method for receipt, transfer and storage of cash been established and have appropriate staff members been trained on them?	X	<input type="checkbox"/>	<input type="checkbox"/>
	• Is cash transported by at least two individuals with cash divided between them?	<input type="checkbox"/>	X	<input type="checkbox"/>
	• Do all staff members understand that in the event of a robbery they should never risk their lives to protect cash or other valuables?	X	<input type="checkbox"/>	<input type="checkbox"/>
<b>Fire and Electrical Safety:</b>	• Are fire extinguishers installed in all appropriate locations?	X	<input type="checkbox"/>	<input type="checkbox"/>
	• Are smoke and heat detectors installed, at least one on each floor?	X	<input type="checkbox"/>	<input type="checkbox"/>
	• Is a first aid kit present and maintained?	X	<input type="checkbox"/>	<input type="checkbox"/>
	• Are all electrical devices, outlets, circuit breakers and cords free of damage that may pose a shock hazard?	X	<input type="checkbox"/>	<input type="checkbox"/>
	• Are all electrical circuit, gas, and telephone boxes, if accessible from the outside, locked to prevent tampering?	X	<input type="checkbox"/>	<input type="checkbox"/>
	• Do any non-employees have access from outside the building to any fire escapes, stairways, and/or the roof?	<input type="checkbox"/>	X	<input type="checkbox"/>
	• Are all outdoor trash containers and storage bins located away from the building in the event of a fire?	X	<input type="checkbox"/>	<input type="checkbox"/>

**Appendix D  
Risk Assessment Matrix (RAM)**

Identified Hazard:

Severity	Consequences				Likelihood				
	People	Assets	Environment	Reputation	1 Practically impossible (never heard of in the industry)	2 Remote, not likely to occur	3 Could occur, or heard of it happening	4 Likely, known to occur or has happened before	5 Common, or occurs frequently
1	First aid or no injury	No/Slight damage	No/Slight effect	No/Slight impact	Low	Low	Low	Low	Medium
2	Slight injury, medical treatment	Minor damage	Minor effect	Limited impact	Low	Low	Medium	Medium	High
3	Serious injury, hospitalization more than 7 days	Moderate damage	Moderate effect	Local area impact	Low	Low	Medium	High	High
4	Permanent total disability, or one fatality	Major damage, unit level	Major effect	Major statewide impact	Low	Medium	High	High	High
5	Multiple fatalities	Major damage, multiple units	Massive effect	Major national impact	Medium	Medium	High	High	High
Risk Value: <input style="width: 100%; height: 15px;" type="text"/>									

- Low Risk, continuous improvement
- Medium Risk, monitor and control
- High Risk, unacceptable/intolerable, immediately introduce further control measures

Assessed Risk Level:

**Instructions**

1. Estimate potential consequences and severity (thought of as what could happen if hazard actually occurred)
2. Estimate likelihood of such consequences occurring (using historical evidence, data and experience)
3. Multiply the severity for each consequence by the likelihood of that consequence occurring. This is the risk value.
4. Sum the risk values for a total assessed risk level (out of 100)

**APPENDIX E**

**CHIPPEWA FALLS SHARED RIDE  
HAZARD ASSESSMENT LOG**

This form can be used to provide a record of identified hazards and actions taken to eliminate or mitigate the risks associated with it. The recommended action should be associated with a specified individual (i.e. a supervisor, manager, or front-line personnel), and must include a target date for completion. As a rolling log, entries for identified hazards and their associated mitigations should never be removed, even after required action(s) is completed. Any related forms, logs, or records should be retained permanently.

<b>Completed by: B Hentschel</b> <small>Click here to enter text.</small>	<b>Last Updated: 11/16/2023</b>
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<b>Risk Type</b>	<b>Risk Description</b>	<b>Current Measures to Reduce Risk</b>	<b>Assessed Risk Level</b>	<b>Further Action Required to Reduce Risk</b>	<b>Staff Responsibility</b>
Accident	Snow Banks Causing Driver Visibility Challenges	<ul style="list-style-type: none"> <li>• Drivers ID snow banks – report to supervisor. Supervisor reports to Transit Manager. Transit Manager requests Street Department to knock down particularly problematic banks.</li> </ul>	29	<ul style="list-style-type: none"> <li>• Continue to monitor during/after winter snow events.</li> <li>• Report visibility challenges to Supervisor/City/Streets</li> </ul>	<ul style="list-style-type: none"> <li>• Drivers</li> <li>• On Site Supervisor</li> <li>• AE</li> </ul>
Accident	Wrong-Way Crash	<ul style="list-style-type: none"> <li>• Street Signs</li> <li>• Driving training/awareness</li> <li>• City completing a sign inventory</li> <li>• City completing wayfinding plan</li> </ul>	42	<ul style="list-style-type: none"> <li>• Ongoing driver awareness</li> <li>• Reminders of risk</li> </ul>	<ul style="list-style-type: none"> <li>• Drivers</li> <li>• On Site Supervisor</li> <li>• AE</li> </ul>
Passenger Injury	Bump near Comforts of Home	<ul style="list-style-type: none"> <li>• Reviewed – on private property – notified COH of concern. COH indicates placement intention for traffic calming. Advised drivers.</li> <li>• Driver Awareness</li> </ul>	18	<ul style="list-style-type: none"> <li>• Continued Driver reminders</li> </ul>	<ul style="list-style-type: none"> <li>• Drivers</li> <li>• On Site Supervisor</li> <li>• AE</li> </ul>
Accident	Parking into Object(s)	<ul style="list-style-type: none"> <li>• Driver Training/Awareness</li> <li>• Audible Alarm</li> <li>• Back-Up Camera</li> </ul>	20	<ul style="list-style-type: none"> <li>• Ongoing driver awareness</li> <li>• Ensure vehicle safety features are working</li> </ul>	<ul style="list-style-type: none"> <li>• AE</li> <li>• CSO/Supervisor</li> <li>• Drivers</li> </ul>
Accident	Accident @ Coleman/Terrill or Mansfield/Terrill	<ul style="list-style-type: none"> <li>• Traffic Control – 2-way stop at both intersections</li> <li>• School zone speed limits</li> </ul>	26	<ul style="list-style-type: none"> <li>• Review with Engineering re: additional traffic control</li> <li>• Continue to monitor</li> </ul>	<ul style="list-style-type: none"> <li>• AE</li> <li>• Drivers</li> </ul>
Accident	Accident at Halblieb Rd/Kennedy	<ul style="list-style-type: none"> <li>• Request Weed Officer remove tall vegetation</li> </ul>	19	<ul style="list-style-type: none"> <li>• Weed Commissioner to cause removal of obstructive vegetation</li> </ul>	<ul style="list-style-type: none"> <li>• AE</li> <li>• Drivers</li> <li>• On-Site Supervisor</li> </ul>
Infection	Communicable Disease Infection	<ul style="list-style-type: none"> <li>• Consistent with Chippewa County Public Health and CDC Guidance</li> <li>• Drivers should not report to work if feeling ill.</li> <li>• Passengers should not use service if feeling ill.</li> </ul>	18	<ul style="list-style-type: none"> <li>• Ongoing driver awareness</li> <li>• PPE available</li> </ul>	<ul style="list-style-type: none"> <li>• AE</li> <li>• On Site Supervisor</li> <li>• Drivers</li> </ul>

		<ul style="list-style-type: none"> <li>• Ill passengers requiring a ride shall notify dispatch they are not feeling well.</li> <li>• Dispatch to minimize ride share while passengers not feeling well are in-transit.</li> <li>• Drivers and passengers shall be encouraged to wear masks and to use seating to maximize separation.</li> <li>• Drivers should disinfect area immediately surrounding and areas of touch by ill passenger(s) as soon as practical after passenger departure.</li> <li>• Drivers shall be encouraged to wear gloves while completing disinfection process.</li> </ul>			•Dispatchers
Accident	Obscured Stop Signs	<ul style="list-style-type: none"> <li>• Street Sign Observances</li> <li>• Driver Awareness – Observe / Report</li> <li>• Trim / Remove Vegetation Causing Visual Disturbance</li> </ul>	31	<ul style="list-style-type: none"> <li>• Weed Commissioner to cause removal of obstructive vegetation</li> </ul>	<ul style="list-style-type: none"> <li>•AE</li> <li>•Drivers</li> <li>•On-Site Supervisor</li> </ul>
		•		•	•
		•		•	•



**APPENDIX F**

**CHIPPEWA FALLS SHARED RIDE  
PRIORITIZED SAFETY RISK LOG**

This form is used to organize identified safety risks facing Chippewa Falls Shared Ride. The log should be updated frequently to demonstrate continual progress towards risk reduction through mitigation strategies. A timeline is used to highlight projected completion dates.

<b>Completed by: Brad Hentschel</b>	<b>Last Updated: 11/16/2023</b>
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Priority	Risk Description	Planned Mitigation Strategies	Outcomes of Planned Mitigation Strategies	Responsible Staff	Timeline	Status
1	Wrong Way Crash	<ul style="list-style-type: none"> <li>• AE to work with City Engineers to ensure signage continues to meet MUTSD standards</li> <li>• Ongoing driver awareness/reminders</li> <li>• Training – If seen, slow down/stop or evade</li> <li>• City completing wayfinding plan</li> <li>• City compiling complete sign inventory</li> </ul>	<ul style="list-style-type: none"> <li>• Reduced one-way wrong way drivers</li> <li>• No accidents with SRT vehicles</li> </ul>	<ul style="list-style-type: none"> <li>• Accountable Executive</li> <li>• On-Site Supervisor</li> </ul>	• Ongoing	Ongoing Monitor and reminders. Signage meets or exceeds standards.
2	Infectious Disease	<ul style="list-style-type: none"> <li>• Consistent with Chippewa County Public Health and CDC Guidance</li> <li>• Drivers should not report to work if feeling ill.</li> <li>• Passengers should not use service if feeling ill.</li> <li>• Ill passengers requiring a ride shall notify dispatch they are not feeling well.</li> <li>• Dispatch to minimize ride share while passengers not feeling well are in-transit.</li> <li>• Drivers and passengers shall be encouraged to wear masks and to use seating to maximize separation.</li> <li>• Drivers should disinfect area immediately surrounding and areas of touch by ill passenger(s)</li> </ul>	• Reduced risk	<ul style="list-style-type: none"> <li>• AE</li> <li>• On Site Supervisor</li> <li>• Drivers</li> <li>• Dispatchers</li> </ul>	• Ongoing	Ongoing Monitor

		<p>as soon as practical after passenger departure.</p> <ul style="list-style-type: none"> <li>• Drivers shall be encouraged to wear gloves while completing disinfection process.</li> </ul>				
3	Obscured Stop Signs	<ul style="list-style-type: none"> <li>• Street Sign Observances</li> <li>• Driver Awareness – Observe / Report</li> <li>• Trim / Remove Vegetation Causing Visual Disturbance</li> </ul>	• Reduced Risk	<ul style="list-style-type: none"> <li>• AE</li> <li>• On-Site Supervisor</li> <li>• Drivers</li> </ul>	• Ongoing	Ongoing
4	Bump near Comforts of Home	<ul style="list-style-type: none"> <li>• Check with City re: cause of heave</li> <li>• Driver awareness</li> </ul>	• Determination of cause	<ul style="list-style-type: none"> <li>• AE</li> <li>• On-Site Supervisor</li> </ul>	• January 2021	
5	Crash due to snow bank height	<ul style="list-style-type: none"> <li>• Driver Awareness</li> <li>• Coordinate with City Street Dept. to remove banks if too high</li> </ul>	• Reduced risk	<ul style="list-style-type: none"> <li>• AE</li> <li>• On-Site Supervisor</li> <li>• Drivers</li> </ul>	• Ongoing – Winters	Ongoing annually
6	Crash due to obstructive vegetation	<ul style="list-style-type: none"> <li>• City Ordinance in place – request owner to remove. If no action, Weed Commissioner can cause removal</li> </ul>	• Reduced risk	<ul style="list-style-type: none"> <li>• AE</li> <li>• On-Site Supervisor</li> <li>• Drivers</li> </ul>	• Ongoing	
7	Backing into Objects	<ul style="list-style-type: none"> <li>• Driver Awareness</li> <li>• Ensure vehicle features are working properly (back-up alarm and camera)</li> </ul>	Reduced risk	<ul style="list-style-type: none"> <li>• AE</li> <li>• On-Site Supervisor</li> <li>• Drivers</li> </ul>	• Ongoing	Ongoing

**APPENDIX G**

**CHIPPEWA FALLS SHARED RIDE  
SAFETY PERFORMANCE MATRIX**

This form allows Chippewa Falls Shared Ride to organize, monitor, and evaluate identified safety goals and objectives/outcomes.

<b>Completed by: Brad Hentschel</b>	<b>Last Updated: 11/16/2023</b>
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<b>GOAL 1: SMS TO REDUCE CASUALTIES/OCCURRENCES</b>			
<b>Chippewa Falls Shared Ride will utilize a safety management systems framework to identify safety hazards, mitigate risk and reduce casualties and occurrences resulting from transit operations.</b>			
<b>OBJECTIVE/OUTCOME</b>	<b>METRICS</b>	<b>BASELINES</b>	<b>TARGETS</b>
Maintain the number of reportable fatalities	Total number of reportable fatalities	0 over past 5 years (2015-2019)	0 per calendar year. (Current Assessment: 0)
	Rate of reportable fatalities per total vehicle revenue miles	0 per 100k VRM over past 5 years (2015-2019)	0 per 100k VRM over 5-year rolling average (Current Assessment: 0)
Reduce the number of reportable injuries	Total number of reportable injuries	< 1 per calendar year	< 1 per calendar year (Current Assessment: 0 2022, 0 2021, 0 2022, 0 2023 through Oct.)
	Rate of reportable injuries per total vehicle revenue miles	0.125 per 100k VRM over past 5 years (2015-2019)	0.10 per 100k VRM over 5-year rolling average (Current Assessment: 0.24 (2018 to 2022) Injury In-van in June 2020 and Oct. 2019 with bicycle)
Reduce the number of reportable safety events	Total number of reportable safety events	11 over past 5 years (2015-2019)	2.0 or fewer per calendar year over 5-year rolling average. (Current Assessment: 1.2 (2018-2022))
	Rate of reportable safety events per total vehicle revenue miles	1.375 per 100k VRM	1.25 per 100k VRM (Current Assessment: 1.4)
Reduce mean distance between major mechanical failures	Service miles as a percentage of vehicle revenue miles	Service miles 0.26% of VRM over past 5 years (2015-2019)	Service miles as 0.25% of VRM on 5-year rolling average. (Current Assessment: 0.15%)
Develop a corrective action plan and mitigation strategies to address identified hazards	Percent of corrective action strategies completed per specified period of time	N/A	Complete 10 percent of strategies within 60 days of strategy development. (Current Assessment: 100%, many ongoing)
<b>GOAL 2: CULTURE</b>			
<b>Chippewa Falls Shared Ride will foster agency-wide support for transit safety by establishing a culture where management is held accountable for safety and everyone in the organization takes an active role in securing transit safety.</b>			
<b>OBJECTIVE/OUTCOME</b>	<b>METRICS</b>	<b>BASELINES</b>	<b>TARGETS</b>
Establish regular transit safety meetings comprised of staff at varying levels, including executives, officers, managers, operators and maintenance personnel	<i>Number of meetings per specified period of time or number of meetings per incidents/occurrences</i>	N/A	Annual meeting with on-site supervisor and drivers as they are able. (Current Assessment: Complete)
Encourage Non-Punitive Reporting	<i>Percent of drivers receiving non-punitive reporting messaging.</i>	N/A	80% (Current Assessment: 80%)
Increase the reporting of near miss occurrences and incidents that would otherwise go unreported	<i>Number of near miss occurrences/incidents reported per specified passenger-miles traveled or per specified period of time</i>	N/A	1 or more per month (Current Assessment: <1/month)

**GOAL 3: SYSTEMS/EQUIPMENT:**

Chippewa Falls Shared Ride will provide a safe and efficient transit operation by ensuring that all vehicles, equipment and facilities are regularly inspected, maintained and serviced as needed.

<b>OBJECTIVE/OUTCOME</b>	<b>METRICS</b>	<b>BASELINES</b>	<b>TARGETS</b>
Maintain or increase percentage of preventative maintenance occurring within targets ranges.	<i>Number of preventative maintenance activities occurring within target range</i>	80%	80% (Current Assessment: 24%)
Maintain or reduce the number of service miles vehicles record	<i>Service miles as a percentage of vehicle revenue miles.</i>	0.26%	0.25% (Current Assessment: 0.16%)



**Minutes**  
**Department Head Review Committee**  
**December 14, 2023**

The Department Head Review Committee met on Thursday, December 14, 2023 at 9:00 AM at City Hall, Mayor's Office, 30 W. Central Street, Chippewa Falls, Wisconsin.

Committee members present: Mayor Hoffman, Council President John Monarski, Committee #1 Chair Rob Kiefer.

Others present: Finance Manager/Treasurer Lynne Bauer, City Clerk Bridget Givens; Parks & Recreation Director John Jimenez; Fire Chief Jason Thom.

Call to Order: 9:00 AM

**1. Open Session**

**2. Closed Session**

**Motion by Kiefer/Hoffman** to go into Closed Session under Sec. 19.85 (1) (c), Wis. Stats. for "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility" to: A) Conduct the annual performance review for the following Department Heads: City Clerk Bridget Givens; Parks & Recreation Director John Jimenez; Fire Chief Jason Thom; and to include in the closed session the Mayor, Committee and Council members, Lynne Bauer, Bridget Givens, John Jimenez, Jason Thom; and may return to open session for possible recommendation.

**Roll Call Vote: Kiefer - Aye; Hoffman - Aye; Monarski - Aye. Motion carried.**

The Committee conducted the annual reviews for the above-named department heads.

**Motion by Hoffman/Kiefer** to return to Open Session. **All present voted aye. Motion carried.**

**Council President John Monarski reported there was a unanimous vote in closed session to approve the January 1, 2024 step advancements** for City Clerk Bridget Givens (14E-14F); Parks & Recreation Director John Jimenez (15MidPoint-15E); Fire Chief Jason Thom (18E-18F).

**3. Adjournment**

**Motion by Hoffman/Kiefer** to adjourn at 10:16 AM. **All present voted aye. Motion carried.**

Minutes submitted by,  
Council President John Monarski



Minutes  
Committee #3

Transportation, Construction, Public Safety and Traffic

Committee #3 met on Monday, December 18, 2023 at 8:30 am in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: Jason Hiess, Paul Nadreau, and Heather Martell.

Others present: Director of Public Works/Utility Manager Brandon Cesafsky; Police Chief Matt Kelm; Police Sergeant Sheridan Pabst; Police Officer Robert Billen; Karen Scarseth; Holly Stroschein; Katy Mahlum; Amy Peck; George Rohmeyer; and Deputy City Clerk Jennifer Peterson.

Call to Order: 8:30 am

1. **Discuss possible extension of the No Mow May initiative in the City. Possible recommendations to the Council.**

Chief Kelm indicated that he had not been made aware of any complaints regarding the initiative.

**Motion by Hiess/Nadreau** to recommend Council approve amending City Ordinance to make No Mow May a permanent initiative. **All present voting aye, motion carried.**

2. **Discuss status of the proposed short-term rental licensing ordinance in the City of Chippewa Falls. Possible recommendations to the Council.**

Councilor Martell requested additional time to speak with City Attorney Ferg on possible changes to the ordinance.

**No action taken.**

3. **Discuss proposed draft ordinance relative to the unlawful use of a telephone, cell phone, or computerized communication system. Possible recommendations to the Council.**

Significant discussion ensued relative to concerns with the draft ordinance as presented.

Councilor Martell, City Attorney Ferg, and Chief Kelm will work together to develop additional clarifying language and bring the ordinance back to the Committee for additional consideration.

**No action taken.**

4. **Discuss proposed amendment of Chippewa Falls Municipal Code Section §9.08 – False Alarms Prohibited. Possible recommendations to the Council.**

Chief Kelm and Officer Billen explained that the Police Department has responded to a significant number of false alarms this year. These calls consume a considerable amount of staff time leaving them unavailable to respond to other calls. The draft ordinance proposes a potential written warning for the first offense and possible fines for subsequent offenses within a calendar year. Enforcement would apply to both commercial and residential properties. Proposed fees were discussed.

**Motion by Nadreau/Martell to recommend Council approve proceeding to amend Chippewa Falls Municipal Code Section §9.08 – False Alarms Prohibited as presented. All present voting aye, motion carried.**

5. **Discuss establishing a safety protocol to utilize school buses at intersections for all large parades held in the City. Possible recommendations to the Council.**

Chief Kelm stated that the utilization of school buses for safety in this capacity is a cost savings to the City compared to staffing with officers. As Chief Kelm will not be with the City moving forward, he suggested this item be reviewed with the new Police Chief to best determine future safety protocols.

**No action taken.**

6. **Discuss renewal of the contract between the City of Chippewa Falls and the Chippewa Humane Association for the intake of stray and surrendered domestic animals. Possible recommendations to the Council.**

**Motion by Hiess/Nadreau to recommend Council approve the renewal of the contract between the City of Chippewa Falls and the Chippewa Humane Association for the intake of stray and surrendered domestic animals. All present voting aye, motion carried.**

7. **Discuss possible amendment of Chippewa Falls Municipal Code Section §12.11 – Animal Care and Licenses. Possible recommendations to the Council.**

The Committee discussed the City's current Animal Care and Licensing Ordinance including expanding restrictions on tethering and defining adequate shelter. Concern was expressed with enforcement of the City's current ordinance and State Statute and the fact that the City does not have an Animal Control Officer. Following lengthy discussion, the Committee will continue to discuss potential updates to the ordinance at its next meeting.

**No action taken.**

8. **Adjournment.**

**Motion by Nadreau/Martell to adjourn at 9:41 am. All present voting aye, motion carried.**

**Minutes submitted by,  
Jason Hiess, Chair**

RESOLUTION SUSPENDING THE 12-INCH GRASS  
AND WEED PROHIBITION OF § 10.03(6)  
OF THE CITY CODE UNTIL JUNE 1, 2023

WHEREAS, A No Mow May initiative has been considered;

WHEREAS, Various municipalities in Wisconsin have adopted a No Mow May initiative;

WHEREAS, The Chippewa Falls Common Council desires to experiment with such an initiative on a trial basis in order to gauge the effect of permanently adopting such an initiative;

WHEREAS, § 10.03(6)(a) of the Chippewa Falls Municipal Code defines as a nuisance, inter alia, the following:

(6) NOXIOUS WEEDS.

(a) All noxious weeds as defined in § 66.0407, Wis. Stats., and any weeds or grass allowed to grow over an average height of more than 12-inches and which is annoying and located within developed areas of the City.

NOW THEREFORE, BE IT RESOLVED that the prohibition against having weeds or grass being allowed to grow over an average height of more than 12-inches is hereby suspended from enforcement until June 1, 2023 and the Chippewa Falls Common Council will thereafter review the effects of a No Mow May.

DATED this 4th day of April, 2023.

/s/ Chuck Hull  
Chuck Hull, Council President

/S/ GREGORY HOFFMAN  
APPROVED: Gregory S. Hoffman, Mayor

/S/ BRIDGET GIVENS  
ATTEST: Bridget Givens, City Clerk



Proposed New Ordinance for the City of Chippewa Falls, Chippewa County, Wisconsin.

9.086 – Unlawful Use of Telephone, Cell Phone, Computerized Communication System.

Whoever does any of the following is guilty of a violation of this section:

1. With intent to frighten intimidate, threaten, abuse or harass, makes a telephone call, cell phone call or sends a message by electronic mail, cell phone or other computerized communication system and threatens to inflict injury or physical harm to any person or threatens to cause damage or destroy the property of any person.
2. With intent to frighten, intimidate, threaten, abuse, harass or offend, telephones or cell phones another or sends a message by electronic mail, cell phone or other computerized communication system and uses any obscene, lewd or profane language or suggests any lewd or lascivious act.
3. Makes or causes the telephone or cell phone of another repeatedly to ring or sends repeated messages by electronic mail, cell phone or other computerized communication system, with intent to harass or annoy any person at the called number or at any computerized communication system.
4. Makes repeated telephone calls, whether or not conversation ensues, with intent solely to harass or annoy any person at the called number.
5. Makes a telephone call, whether or not conversation ensues, and whether or not disclosing his or her identity, with intent to frighten, abuse, threaten, harass, or annoy any person at the called number.
6. **Calls or texts an emergency number, including but not limited to 911, without having a legitimate reason to make said call or text. No parent, guardian or other adult person having the care or custody of an individual shall knowingly permit, or permit by inefficient control, said individual to violate this section.**
7. Knowingly permits any telephone or electronic mail or other computerized communication system under his or her control to be used for any purpose prohibited by this section.
8. **Penalty/Police Response Fee.**
  - a. **1<sup>st</sup> Unlawful or Accidental Use of Telephone, Cell Phone, Computerized Communication System** – For the first violation of this subsection, the Chippewa Falls Police Department could issue a written warning or citation.
    - i. For violations by a person or business who have been issued a written warning by the Chippewa Falls Police Department within a one-year period immediately preceding the date on which the violation occurred, the violator could be subject to the following sums:

- b. **2<sup>nd</sup> Unlawful or Accidental Use of Telephone, Cell Phone, Computerized Communication System (within 1 calendar year of the violators first offense) – could result in a forfeiture of \$50.00**
- c. **3<sup>rd</sup> and Subsequent Unlawful or Accidental Use of Telephone, Cell Phone, Computerized Communication System (within 1 calendar year of the violators first offense) – could result in a forfeiture of \$75.00**

Proposed New Ordinance or Change to Existing Ordinance 9.08 (False Alarms Prohibited) for the City of Chippewa Falls, Chippewa County, Wisconsin.

9.085 – Alarm Systems

(1) Definitions. In this section:

- a) **Alarm system** - shall mean any electrical or mechanical device used for the detection of an unauthorized entry on premises or for the detection of a fire, which, when activated, emits a sound or transmits a signal or message or both.
- b) **False alarm** - shall mean a signal from an alarm system which results in a call, directly or indirectly, to the dispatch center utilized by the Chippewa Falls Police Department, resulting in an unnecessary response by any first responder

(2) Prohibitions.

- a) **False alarm** - No person owning, leasing, using or possessing a private alarm system shall cause or permit the giving of a false alarm, whether intentional or accidental, which is caused by human error, weather, motion detection, or by electrical or mechanical dysfunction.

(3) Penalty/Police Response Fee.

- a) **1<sup>st</sup> false alarm** – For the first violation of this subsection, the Chippewa Falls Police Department could issue a written warning.
  - i. For violations by a person or business who have been issued a written warning by the Chippewa Falls Police Department within a one-year period immediately preceding the date on which the violation occurred, the violator could be subject to the following sums:
- b) **2<sup>nd</sup> false alarm** – could result in a forfeiture of \$20.00
- c) **3<sup>rd</sup> false alarm** – could result in a forfeiture of \$30.00
- d) **4<sup>th</sup> false alarm** – could result in a forfeiture of \$40.00
- e) **5<sup>th</sup> and subsequent false alarms** - could result in a forfeiture of \$50.00



PO Box 562  
Chippewa Falls, WI 54729  
Tele: 715-861-5748  
Director@chippewahumane.com

August 25, 2023

Matt Kelm  
Chief of Police  
210 Island Street  
Chippewa Falls, WI 54729

Dear Chief Kelm,

The Chippewa Humane Association works with Chippewa County municipalities by providing the intake of stray and surrendered domestic animals. Not only do we provide humane animal services, we are often sought out by the public to educate them about various animal related questions which in many cases, prevents an animal from entering the shelter.

We would like to work with you to take care of the homeless and surrendered animals in your municipality through a contract for animal services in 2024. A contract with us not only provides a safe haven for domestic animals, we are also available to assist you with situations such as abuse or hoarding cases which can place a heavy burden on local animal control and budgets. In situations where animals are removed for their safety and maintained to pursue prosecution, costs can mount up quickly as many animals often require veterinary care. For animal hoarding cases where multiple animals are involved, these expenses can add up to tens of thousands of dollars. Even care for a single animal can average around \$2,500 as a case is prosecuted.

**Please note that the enclosed contract is for stray animal intake as well as the privilege of the residents in your community to surrender animals to us at a much reduced fee.** By taking in surrenders, we are preventing the potential release of these animals as strays in your community.

Enclosed is the 2024 Contract for your review. If you wish to work with us, please sign and date the enclosed contract and include full payment as indicated on the contract and return in the provided envelope to us by January 31, 2024. **Our rate for 2024 will remain at a flat per capita rate of \$1.15 per the 2020 census received from the Wisconsin Department of Administration.** Please note we have not raised our rates since 2020 which are approximately 30% lower than other regional shelters. No additional payment will be needed for 2024 once we receive your fee.

In order to communicate accurately with the citizens of the City of Chippewa Falls, we ask that you take a moment to fill out the enclosed **Contact Form** and return it to the mailing address listed above, regardless of whether you choose to contract with us or not.

Also enclosed is a rabies protocol for animal incidents from the Wisconsin Health Department. This is for your review and to share with your personnel; no action is required on your behalf regarding this letter.

Please contact Samantha Wojcik, Shelter Manager at director@chippewahumane.com or 715-861-5748 with any questions or to arrange a meeting. We look forward to working with you and serving the members of your community with your animal service needs.

Sincerely,

Pam Gibbs  
President - Chippewa Humane Board President

# Chippewa Humane Association Contract for Services 2024

Pam Gibbs, on behalf of the Chippewa Humane Association (hereinafter called CHA)

AND

Matt Kelm

Matt Kelm, Chief of Police, on behalf of the City of Chippewa Falls

## Parties:

This Agreement is made as of January 1, 2024 by and among the following parties:

Pam Gibbs, on behalf of the Chippewa Humane Association and

Matt Kelm

Matt Kelm, Chief of Police on behalf of the City of Chippewa Falls

## 1. Definitions:

- A. In this contract when the terms "animal" or "stray animal" are used, the terms shall include dogs, cats and domestic animals such as rabbits, birds, ferrets, small-caged animals etc., unless otherwise specified on a case by case basis and agreed to by both parties. This agreement shall not include wildlife or large domesticated animals.
- B. In the contract when the terms "authorized representatives" or "authorized personnel" in reference to the City of Chippewa Falls, these terms shall include staff of the City of Chippewa Falls who have had proper animal control training as specified in Chapter 174 of the Wisconsin Statutes.

## 2. Terms and Conditions:

- A. This contract will begin on January 1, 2024 and will terminate on December 31, 2024.
- B. This Contract shall not render CHA as an employee, partner, agent of, or joint venture with the City of Chippewa Falls for any purpose. CHA is and will remain an independent contractor in its relationship with the City of Chippewa Falls.
- C. Modification or Amendment: No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- D. CHA is not a rabies quarantine facility. Under no circumstances are any animals to be transported to the holding at CHA if the animal has bitten anyone in the past 10 days. All bite quarantines are the responsibility of the City of Chippewa Falls and are to be quarantined and under the supervision of a veterinarian at the expense of the owner or the City of Chippewa Falls.
- E. The City of Chippewa Falls is responsible for animal control training and services within its boundaries and as specified in Chapter 174 of the Wisconsin Statutes. If an animal is secured by the City of Chippewa Falls, they are then responsible for humanely caring for said animal. Animals will be humanely transported to CHA and properly placed into holding spaces at CHA's secure drop off portion of the building. Access to secure drop off holding at CHA is for authorized representatives of the municipalities only. Security codes to be used for building access in 2024 will be given to Matt Kelm, Chief of Police, representative for the City of Chippewa Falls upon signing this contract.

# Chippewa Humane Association Contract for Services 2024

- F. Transportation of stray animals to CHA from the City of Chippewa Falls will be as indicated by checking the appropriate box next to the statement the City of Chippewa Falls agrees with for services for 2024. **SELECT ONE**
- CHA will accept stray animals from the City of Chippewa Falls authorized personnel only.
  - CHA will accept stray animals from the City of Chippewa Falls by both authorized personnel and public persons who claim to find stray animals within the Municipality.
- G. At the end of an animal's stray hold, all unclaimed animals will become the property of CHA. CHA shall provide proper food, water, shelter and other humane treatment for such animals while they are in the possession of CHA and until adopted or otherwise humanely disposed of.
- H. The annual consideration and cost to be paid to the CHA by the City of Chippewa Falls, which is associated with the boarding of the impounded animals, is a **flat per capita rate of \$1.15 or \$16,565.75 based on the 2020 census of 14,405**. Please make your check payable to the Chippewa Humane Association in one lump sum on or before January 31, 2024 and mail to:
- Treasurer  
Chippewa Humane Association  
PO Box 562  
Chippewa Falls WI 54729
- I. The annual fee shall remain in effect until December 31, 2024. At such time the annual fee may be adjusted pursuant to an agreement by both parties.
- J. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- K. This Agreement contains the final, complete and exclusive agreement between the parties. The terms of this Agreement are contractual and are not a mere recital.
- L. All parties have carefully read this Agreement, understand and agree to its meaning and consequences and signed the same of their own free will.

Chippewa Humane Association

\_\_\_\_\_  
Pam Gibbs, Board President

\_\_\_\_\_  
Date

City of Chippewa Falls

\_\_\_\_\_  
Matt Kelm, Chief of Police

\_\_\_\_\_  
Date

Chippewa County Humane Association

P.O. Box 562  
Chippewa Falls, WI 54729

# Invoice

Date	Invoice #
8/27/2023	206

<b>Bill To</b>
City of Chippewa Falls c/o Chief Kelm 210 Island Street Chippewa Falls, WI 54729

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	01/31/2024		8/27/2023			
Quantity	Item Code	Description			Price Each	Amount
1	Municipal Contracts 2024	Contract for Services 2024			16,565.75	16,565.75
Thank you for contracting with us!					<b>Total</b>	\$16,565.75

Chippewa County Humane Association  
Rabies Protocols for  
Veterinarians, Law Enforcement and Public Health Officials

Wisconsin state law (SS 95.21) requires that any dog or cat which bites a person be quarantined for ten days so that it can be observed for signs of rabies. This explains what such a quarantine involves and gives the reasons why these measures must be taken. Note that the information here applies only to dogs and cats that have bitten a person, and that the requirements of the quarantine vary depending on whether the animal is current on its rabies immunizations.

1. Cases involving a known human exposure (bite) from a healthy, captured, stray dog or cat.

If the animal is found in the City of Chippewa Falls or a **CONTRACTED** municipality with the Chippewa County Humane Association, the animal can be immediately transported to the Chippewa County Humane Association (CCHA) and temporarily housed there until the following day when the animal can be transported to a veterinary clinic and examined by a veterinarian.

If the animal is found in a municipality that **does NOT** contract with the CCHA, the Sheriff's Department will contact the Person in Charge of Stray Animals in that township and transport the animal to that municipality's quarantine facility. The animal can be examined by a veterinarian the following day.

Public Health will pay for the incurred expenses including laboratory fees, veterinary examination charges and quarantine fees. It is up to the discretion of Public Health as to whether the animal is 1) euthanized and sent in for laboratory rabies confirmation or 2) examined and quarantined.

2. Cases involving a known human exposure (bite) from an injured or unhealthy stray animal that needs veterinary medical attention.

If the animal is found in the City of Chippewa Falls or a **CONTRACTED** municipality with the Chippewa County Humane Association, then the animal can be immediately transported to a veterinary clinic. The Chippewa County Humane Association will pay for the emergency medical costs charged by the veterinarian.

If the animal is found in a municipality that **does NOT** contract with the CCHA, the Sheriff's Department will contact the *person in charge (PIC) of stray domestic animals* in that municipality and determine if they can authorize veterinary examination and treatment of the animal. (*Question for Law Enforcement... What happens if the PIC of stray animals in that municipality cannot be reached?*)



3. Cases involving a known human exposure (bite) from animal with a known owner.

If the owner has proof of current rabies vaccination, the animal needs to be quarantined at the owner's home and examined by a veterinarian within 24 hours of the bite incident. The animal will be examined again in approximately 5 days and then again at the end of the 10-day home quarantine. Veterinary expenses incurred are the responsibility of the owner.

If the owner has no proof of rabies vaccination, the animal needs to be immediately quarantined at an approved quarantine facility and examined by a veterinarian within 24 hours of the bite incident, again in 5 days and finally at the end of the 10-day quarantine. The animal is then vaccinated with an approved rabies vaccine by the veterinarian. Charges for these services are the responsibility of the owner and in most cases, must be prepaid to the veterinary clinic prior to acceptance of the patient. (*Question for Law Enforcement... What happens when an owner refuses or has no means to pay for the veterinary examinations and quarantine?*)

#### **Why is the 10-day quarantine period necessary?**

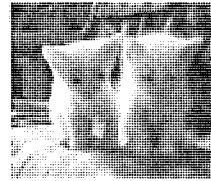
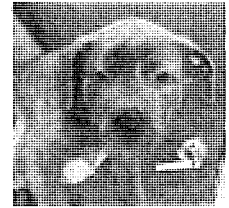
- Rabies is a fatal viral infection of the central nervous system of warm-blooded animals, including humans. It is usually transmitted through the bite of an animal that has the virus in its saliva, or more rarely by contamination of an open cut or mucous membrane (eyes, nostrils, or mouth) with saliva of a rabid animal.
- When a healthy-appearing dog or cat bites a person, there is a remote possibility that the dog or cat could be in the infectious phase of the disease without showing signs of rabies. (That is, the animal could have the rabies virus in its saliva.) In these rare cases, the animal will develop recognizable signs of rabies in a few days allowing time to treat the bite victim preventively for rabies exposure.
- The 10-day quarantine period ensures that the dog or cat remains available so that it can be observed for signs of rabies. If the animal remains well during the 10 days, this indicates it did not have the rabies virus in its saliva at the time of the bite, and therefore the bite victim does not have to receive an expensive and unpleasant series of shots to prevent rabies. This is why it is so important that the dog or cat under quarantine be strictly confined at all times to ensure that it cannot run away or be injured.
- The 10-day confinement and observation period for dogs and cats that bite humans has stood the test of time as a way to prevent human rabies. This quarantine period avoids the need to destroy the biting dog or cat in order to test its brain for the rabies virus.

#### **Penalty for Failing to Comply with Quarantine Requirements**

Wisconsin State Statute provides for a fine of \$100 - \$1,000 or 60 days imprisonment or both for failure to comply with a quarantine order.



**CHIPPEWA**  
HUMANE ASSOCIATION



August 2023

Dear City of Chippewa Falls,

In our mission, the Chippewa Humane Association seeks to relieve the suffering of homeless companion animals. By setting an example of excellence in animal care and placement, humane education, and community leadership, we can successfully emphasize their importance.

We also seek to provide good service to municipalities who contract with us and those who are considering contracting with us. Please take a few minutes to complete the evaluation below and return it with your contract response this year (1 = Strongly Disagree to 5 = Strongly Agree):

- |    |  |   |   |   |   |   |    |
|----|--|---|---|---|---|---|----|
| 1. | You receive information in a timely manner from the Chippewa Humane Association. | 1 | 2 | 3 | 4 | 5 | NA |
| 2. | Our rate structure is clear.   | 1 | 2 | 3 | 4 | 5 | NA |
| 3. | You understand what our fees cover.  | 1 | 2 | 3 | 4 | 5 | NA |
| 4. | The Shelter Manager has been accessible when needed                              | 1 | 2 | 3 | 4 | 5 | NA |
| 5. | The Shelter Manager has been professional and knowledgeable.                     | 1 | 2 | 3 | 4 | 5 | NA |
| 6. | The Shelter staff has worked well with members of your municipality.             | 1 | 2 | 3 | 4 | 5 | NA |
| 7. | You believe we have been true to our mission.                                    | 1 | 2 | 3 | 4 | 5 | NA |
| 8. | You believe we have provided a good service to your community.                   | 1 | 2 | 3 | 4 | 5 | NA |
| 9. | What month would you like to receive the renewal contract? _____                 |   |   |   |   |   |    |

Comments (please provide any suggestions for ways we can improve our service to you):

**Thank you for your participation!**

If you wish to contact members of the Board of Directors, you may e-mail us at [board@chippewahumane.com](mailto:board@chippewahumane.com)  
The Chippewa Humane Association is not affiliated with any national organization (i.e. HSUS). We are entirely independent in our operation.

## Bridget Givens

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**From:** Greg Hoffman  
**Sent:** Monday, December 4, 2023 11:35 AM  
**To:** Bridget Givens  
**Subject:** Fwd: [EXTERNAL] Local animal welfare ordinance proposal

----- Forwarded message -----

From: Holly Stroschein <stroschein3@yahoo.com>  
Date: Dec 1, 2023 5:10 PM  
Subject: [EXTERNAL] Local animal welfare ordinance proposal  
To: Greg Hoffman <ghoffman@chippewafalls-wi.gov>  
Cc:

\*\*\*\*\* [CAUTION - EXTERNAL EMAIL] DO NOT reply, click links, or open attachments unless you have verified the sender and know the content is safe \*\*\*\*\*

Good day sir,

I am writing in regard to the conversation about the recent finding of a dog (in Chippewa Falls) who has been seen chained to the side of a house with no shelter this winter, day and night. On Nov 28 the temperature was 5°. Chippewa Falls city police were contacted, as well as Chippewa county Humane Association. As it turns out, per state statutes, we were told nothing can be done to enforce adequate care for this dog. As we know, has been upsetting too many in the community.

Our goal is to have an enforceable ordinance in place, with support by local authorities, to protect the welfare of all pets within the Chippewa Falls city limits.

We would like to ask for the existing ordinance to be updated, to a more defined requirement on adequate, humane shelter for a pet.

We would also like to know that there will be someone who can professionally enforce these ordinances if/when needed.

Currently, the only ordinances on the books for Chippewa cite the state statute. Wisconsin ranks 27th in animal protection law ranking.

Eau Claire County adopted an ordinance in 2022 that defines adequate shelter. That is what we are hoping to accomplish in the city of Chippewa Falls. Proper, enforceable, sheltering requirements for outdoor dogs.

Thank you for taking the time to consider this. We encourage you to consider a positive change for Chippewa Falls!

I have included a copy of the 2022 Eau Claire ordinance below.

Sincerely,  
Holly Stroschein

### STANDARDS FOR THE CARE OF DOMESTIC ANIMALS.

Neglect is leaving an animal exposed to the elements either in an enclosure or tethered for extended periods of time, failing to provide food and clean water for the animal, failure to attend to sores, injuries, or illness of the animal.

Tethering is not permitted as a means of permanent confinement and shall not be done when the animal is unattended.

Shelter must be windproof with no gaps that allow light or wind in and that are waterproof. Shelter must be kept clean, dry and have a layer of straw or other nonabsorbent material.

Enclosure; If the animal is confined in a fenced or kennel enclosure, the enclosure must be a minimum of 100 square feet per animal if the animal is 20 pounds or less; and a minimum of 200 square feet if the animal is more than 20 pounds.

Transportation; No person may transport an animal on public roads in the bed of a truck without the animal being properly restrained or placed in a crate. No person may leave an animal unattended in a vehicle in conditions that endanger the health or safety of an animal due to excessive heat or cold, lack of ventilation, lack of water, or other conditions that could cause suffering, injury, or death to the animal.

#### STANDARDS FOR THE CARE OF DOMESTIC ANIMALS.

**Purpose.** The purpose of this Chapter is to promote the health, safety, and general welfare of domestic animals by requiring that the animals be tended to in a manner that they are properly fed, provided adequate water and shelter, and properly cared for, and to provide appropriate forfeiture for owners who neglect, abuse, or refuse to provide adequate care and supervision for animals in their custody. This Chapter adopts the provisions of Wis. Stat. 951.01-951.15 by reference.

**Jurisdiction & Enforcement.** The ordinance codified in this chapter shall be effective and enforceable in all areas of Eau Claire County except where municipalities have enacted legislation for the standards, and care of domestic animals which is more restrictive than this ordinance.

**Enforcement.** Consistent with Wis. Stat. 173.07(4m) provisions of this chapter shall be enforced by a law enforcement officer lawfully employed by any law enforcement agency located within Eau Claire County or by the local health officer or by his or her designee, or the county humane officer.

#### Definitions.

"Caretaker" means a person or persons responsible for the care and safety of the animal and may include the owner of the animal or an individual who is not the owner and resides within the same residence as the animal and who assumed responsibility for the care of the animal; or an individual who is caring for the animal in the absence of the owner and who violates the provisions of this ordinance. Eau.

Claire County Humane Association and properly licensed and permitted kennels are exempt from this ordinance.

"Animal" for purposes of this chapter "animal" is generally considered to be a warm-blooded animal, including a domesticated dog or cat, and may include other domesticated animals, but does not include livestock or farm animals that are raised and used primarily for food, fiber or other recognized farm or livestock purposes, or wild animals that are otherwise not domesticated.

"Abuse" shall mean to intentionally beat, strike, torment, frighten, purposefully injure, or physically harm or mutilate an animal in a manner that causes the animal to suffer severe pain or injury, and includes torturing an animal which includes any action that inflicts extreme physical pain or injury on an animal through acts of abuse, by purposeful electrocution, freezing, heating, poisoning, or shooting at animal; in addition abuse can be caused by purposefully exposing an animal to dangerous situations including dangerous chemicals, other dangerous or infected animals, instigating animal fights. Knowingly or unknowingly leaving an animal exposed to extreme weather conditions such that it may cause injury or death for that species and breed of animal.

"Neglect" shall include the failure of the custodian or owner of the animal to provide proper care for the animal by failing to provide nutritious food, shelter, clean water, grooming and care for the animal, and shall include, but not limited to: leaving an animal exposed to the elements either in an enclosure or tethered for extended periods of time, failing to provide food and clean water for the animal, failure to attend to sores, injuries, or illness of the animal, failure to properly groom the animal so as to allow matting or burrs in the animal's fur, or allowing nails to grow where they are overgrown. Neglect also includes the failure to provide adequate care to protect the animal from disease and illness by failing to have the animal properly vaccinated or failing to seek care from a veterinarian for an animal that is sick or injured.

"Tethering" is the act of attaching animal to a fixed object or building by means of a rope, chain, cable, leash, or other means. Tethering is not permitted as a means of permanent confinement and shall not be done when the animal is unattended by its caretaker or in a manner that leads to abuse, neglect, or cruelty to the animal.

"Shelter" is a man-made structure that provides an animal protection from the elements including the sun, wind, cold, rain or snow.

"Collar" is a piece of fabric, leather, or other material placed around an animal's neck for the purpose of providing a place to attach a tether, licenses, or other identifying information about the animal.

**Violations.** In addition to the violations listed in Wis. Stats. 951.01-951.15, it shall be a violation of this ordinance to commit an act that is contrary to the following;

**Tethers and leashes permitted.** Tethers and leashes are permitted where animals are required to be on a leash or tethered in areas that include but not limited to public places or businesses, parks, campgrounds, etc., or places where animals are required to be on a tether or leash and in the direct control of its owner and the tether or leash is necessary for compliance with local ordinances, rules, or regulations and where a tether is necessary to prevent the animal from injuring itself, other persons, or animals. Tethers attached to fixed object shall be at least 10 feet in length and shall allow the animal to reach food, continuous water in a secured container, and shelter. Tethers shall be made of material and be made of a weight that it will not injure, or unnecessarily burden the animal because of the size or weight of the tether in comparison to the size and weight of the animal; and shall be attached to the animal in a manner that allows the owner sufficient necessary for compliance with local ordinances, rules, or regulations and where a tether is necessary to prevent the animal from injuring itself, other persons, or animals. Tethers attached to fixed object shall be at least 10 feet in length and shall allow the animal to reach food, continuous water in a secured container, and shelter. Tethers shall be made of material and be made of a weight that it will not injure, or unnecessarily burden the animal because of the size or weight of the tether in comparison to the size and weight of the animal; and shall be attached to the animal in a manner that allows the owner sufficient control of the animal but does not harm the animal. Pinch, prong, or choke collars are prohibited for tethering to a fixed object. No animal shall be tethered outside during extreme weather conditions.

**Shelter.** Free standing shelters must meet the following minimum standards: Shelters must be windproof with no gaps that allow light or wind in and that are waterproof. They must be built in such a manner to create adequate drainage around the shelter to prevent standing water or ice to accumulate around the perimeter of the shelter. The floor of the shelter should be at least 2 inches off the ground with a protected, unimpeded entrance that allows unimpeded access to and from the shelter and is positioned in such a way to limit the wind, snow, or rain from into the shelter. The shelter must contain sufficient space to allow the animal to sit, stand, turn around and lie down, but be a size to allow the animal to retain or dissipate body heat that is appropriate for the animal's age, breed, health, and physical condition.

Shelters must have a solid non-metal floor. Shelter must be kept clean, dry and have a layer of straw or other nonabsorbent material. Interior surfaces that cannot be cleaned and sanitized must be replaced when worn or soiled. The shelter itself cannot be used as the

animal's only protection from the sun. If the animal is confined in a fenced or kennel enclosure, the enclosure must be a minimum of 100 square feet per animal if the animal is 20 pounds or less; and a minimum of 200 square feet if the animal is more than 20 pounds.

Collars. Collars shall be made of leather or nylon or other similar material, made from a non-metal, non-self-tightening material with a buckle or snap. Collars must fit with no signs of choking or injury to the animal

Transportation. No person may transport an animal on public roads in the bed of a truck without the animal being properly restrained or placed in a crate. No person may leave an animal unattended in a vehicle in conditions that endanger the health or safety of an animal due to excessive heat or cold, lack of ventilation, lack of water, or other conditions that could cause suffering, injury, or death to the animal

To commit acts of abuse or neglect on an animal as defined by this chapter.

Penalty. Any person who violates or refuses to comply with the provisions of this chapter shall be subject to forfeiture of not less than \$100 and not more than \$500. Each day a violation exists shall be considered a new and separate offense.

## 12.11 - ANIMAL CARE AND LICENSES. (Rep. &amp; recr. #2013-14)

- (1) DEFINITIONS. In this ordinance, unless the context or subject matter requires otherwise, the following definitions shall be applicable:
- (a) *Animal* means any live, vertebrate creature, domestic or wild, or any reptile.
  - (b) *Bodily harm* means bodily injury including, but not limited to, a laceration requiring stitches, any fracture of a bone, a concussion, a loss or fracture of a tooth or any temporary loss of consciousness, sight or hearing.
  - (c) *Caretaker* means any person who, in the absence of the owner, temporarily harbors, shelters, keeps or is in charge of a dog, cat or any other domesticated bird or animal.
  - (d) *Dangerous animal* means any of the following:
    - (1) Any animal which, when unprovoked, inflicts bodily harm on a person, domestic pet or animal on public or private property.
    - (2) Any animal which repeatedly chases or approaches persons in a menacing fashion or apparent attitude of attack, without provocation, upon the streets, sidewalks or any public grounds or on private property of another without the permission of the owner or person in lawful control of the property.
    - (3) Any animal with a known propensity, tendency or disposition to attack, to cause injury to, or otherwise threaten the safety of humans or other domestic pets or animals.
  - (e) *Domestic animal* means any animal which normally can be considered tame and converted to home life.
  - (f) *Owner* means any individual that has the right of property in an animal or who keeps, harbors, cares for, acts as its custodian or who knowingly permits an animal to remain on or about his premises/property for 10 or more consecutive days.
  - (g) *Prohibited dangerous animal* means any of the following:
    - (1) Any animal that is determined to be a prohibited dangerous animal under this ordinance.
    - (2) Any animal that, while off the owner or caretaker's property, has killed a domesticated animal without provocation.
    - (3) Any animal that, without provocation, inflicts serious bodily harm on a person on public or private property.
    - (4) Any animal brought from another city, village, town or county that has been declared dangerous or vicious by that jurisdiction.
    - (5) Any dog that is subject to being destroyed under §174.02(3), Wis. Stats.
    - (6) Any animal trained, owned or harbored for the purpose of animal fighting.
  - (h)

*Serious bodily harm* means bodily injury which creates a substantial risk of death, or which causes serious permanent disfigurement, or which causes a permanent or protracted loss or impairment of the function of any bodily member or organ or other serious bodily injury.

- (l) *Enforcement officer* includes any City police officer and any other person(s) designated by the City Common Council.

(2) PROCEDURE FOR DECLARING AN ANIMAL DANGEROUS.

- (a) Upon conducting an investigation the enforcement officer may issue an order declaring an animal to be a dangerous animal. Whenever an owner or caretaker wishes to contest an order, he or she shall, within 72 hours after receipt of the order, deliver to the City Clerk a written objection to the order stating specific reasons for contesting the order. Upon receipt of the written objection, the matter shall be placed on the agenda for a meeting of the City Committee No. 3. The City Committee No. 3 shall act as a quasi-judicial body allowing the animal's owner or caretaker an opportunity to present evidence as to why the animal should not be declared dangerous.
- (b) After the special meeting, the owner or caretaker shall be notified in writing of the City Committee No. 3 determination. If the Committee No. 3 upholds the determination that the animal is dangerous, the owner or caretaker shall comply with the requirements of subsection (3). If the owner or caretaker further contests the determination, he or she may, within 5 days of receiving the Committee No. 3's decision, seek review of the decision by the City Council.
- (c) Upon an animal being declared dangerous, the owner or caretaker shall immediately comply with leashing, muzzling and confinement requirements of subsection (3) with all other requirements in that Section being satisfied within thirty (30) days of the dangerous declaration or reaffirmation thereof, or within such time as established by the City Council upon review by the City Council.

(3) HARBORING DANGEROUS ANIMALS.

- (a) *Dangerous animals regulated.*
  - (1) No person may harbor or keep a dangerous animal within the City unless all provisions of this section are complied with. Any animal that is determined to be a prohibited dangerous animal under this section shall not be kept or harbored in the City.
  - (2) The issuance of a citation for a violation of this section need not be predicated on a prior determination that an animal is a dangerous animal.
- (b) *Registration.* The owner of any animal declared dangerous, shall register it with the enforcement officer upon disposition, and annually thereafter on or before April 1 of each year, by providing a current color photograph of the animal and payment of a \$375.00 registration fee.

(c) *Leash and muzzle.*

- (1) No owner or caretaker, harboring or having the care of a dangerous animal may permit such an animal to go outside its dwelling, kennel or pen unless the animal is securely restrained with a leash no longer than 4 feet in length.
- (2) No person may permit a dangerous animal to be kept on a chain, rope or other type of leash outside its dwelling, kennel or pen unless a person who is 16 years of age or older, competent to govern the animal and capable of physically controlling and restraining the animal, is in physical control of the leash.
- (3) A dangerous animal may be securely leashed or chained to an immovable object, with the owner or caretaker being in the physical presence of the animal at all times when it is so leashed or chained.
- (4) A dangerous animal outside of the animal's dwelling, kennel or pen shall be muzzled in a humane way by a muzzling device sufficient to prevent the animal from biting persons or other animals.

(d) *Confinement.*

- (1) Except when leashed and muzzled, all dangerous animals shall be securely confined indoors or in a securely enclosed and locked pen or kennel that is located on the premises of the owner or caretaker and constructed in a manner that does not allow the animal to exit the pen or kennel on its own volition.
- (2) When constructed in a yard, the pen or kennel shall, at minimum, be constructed to conform to the requirements of this paragraph. The pen or kennel shall be child-proof from the outside and animal-proof from the inside. A strong metal double fence with adequate space between fences at least 2 feet shall be provided so that a child cannot reach into the animal enclosure. The pen, kennel or structure shall have secure sides and a secure top attached to all sides. A structure used to confine a dangerous animal shall be locked with a key or combination lock when the animal is within the structure. The structure shall either have a secure bottom or floor attached to the sides of the pen or the sides of the pen shall be embedded in the ground no less than 2 feet. All structures erected to house dangerous animals shall comply with all City zoning and building regulations. All structures shall be adequately lighted and ventilated and kept in a clean and sanitary condition.
- (3) No dangerous animal may be kept on a porch, patio or in any part of a house or structure on the premises of the owner or caretaker that would allow the animal to exit the building on its own volition. No dangerous animal may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the animal from exiting the structure.



- (e) *Signs.* The owner or caretaker of a dangerous animal shall display, in prominent places on his or her premises near all entrances to the premises, signs in letters of not less than 2 inches high warning that there is a dangerous animal on the property. A similar sign is required to be posted on the kennel or pen of the animal. In addition, the owner or caretaker shall conspicuously display a sign with a symbol warning children of the presence of a dangerous animal.
- (f) *Spay and neuter requirement.* Within 30 days after an animal has been designated dangerous, the owner or caretaker of the animal shall provide written proof from a licensed veterinarian that the animal has been spayed or neutered.
- (g) *Liability insurance.* The owner or caretaker of a dangerous animal shall present to the enforcement officer a certificate of insurance that the owner or caretaker has procured liability insurance in an amount not less than \$1,000,000.00 for any personal injuries inflicted by the dangerous animal. Whenever such policy is cancelled or not renewed, the insurer and animal's owner or caretaker shall notify the enforcement officer of such cancellation or non-renewal in writing by certified mail.
- (h) *Waiver by enforcement officer.* Upon request, by the owner or caretaker, the enforcement officer may waive any requirement specified in subsections (a) through (g) that is deemed inappropriate for a particular animal.
- (i) *Notification.* The owner or caretaker shall notify the enforcement officer within 8 hours if a dangerous animal is at large, is unconfined, has attacked another animal or has attacked a human being or has died.
- (j) *Sale or transfer of possession.* No person may sell or transfer possession of a dangerous animal to another person without first notifying the person to whom the dangerous animal is being sold or transferred of the fact that such animal is a dangerous animal and of any requirements imposed upon the selling or transferring by this ordinance. No person may sell or transfer possession of a dangerous animal to another person, agency, organization or the like without first notifying the enforcement officer in writing, at least 3 days in advance of the sale or transfer of possession with the name, address and telephone number of the new owner of the dangerous animal. If the dangerous animal is sold or given away to a person residing outside the City, the owner or caretaker shall present evidence to the enforcement officer that he or she has notified the Police Department, or other law enforcement agency of the animal's new residence, including the name, address and telephone number of the new owner of the dangerous animal.
- (k) *Euthanasia.* If the owner or caretaker of an animal that has been designated a dangerous animal is unwilling or unable to comply with the regulations for keeping the animal in accordance with this section, he or she may have the animal humanely euthanized by an

animal shelter, the humane society or a licensed veterinarian. The costs and fees of euthanizing the animal shall be borne by and be the responsibility of the owner or caretaker.

- (l) *Notification to landlord.* If the owner or caretaker has a landlord, then in such event, the owner or caretaker shall, within 5 days, cause a letter to be sent to the landlord notifying the landlord that he or she is the owner or caretaker of a dangerous animal at the premises owned by the landlord and shall provide a copy of the letter and proof of mailing to the enforcement officer.
- (m) *Waiver.* The enforcement officer may waive the provisions of subsections (b) to (g) for a law enforcement or military animal upon presentation by the animal's owner or handler of satisfactory arrangement for safe keeping of the animal.
- (n) *Responsibility for Compliance.* (Cr. #2015-15) Whenever an animal has been declared dangerous under subsection (2) and the order becomes final the responsibility for compliance with subsections (3)(a)—(3)(m), as may be applicable, lies with the owner or caretaker. Specifically, but not by way of limitation, the owner or caretaker has 5 business days to:
  1. Provide pictures of applicable signage under [subsection] (3)(e) to the Police Department;
  2. Provide proof of insurance under [subsection] (3)(g) to the Police Department;
  3. Provide proof of payment of the now \$375.00 registration fee under [subsection] (3)(b) to the Police Department;
  4. Provide pictures to the Police Department of all leashes and muzzles which will be used regarding the animal, which pictures shall demonstrate that there will be compliance with [subsection] (3)(c);
  5. Provide pictures which show proof of compliance with the pen and kennel requirements under [subsection] (3)(d) to the Police Department; and
  6. Provide proof of the notification to landlord requirement, if applicable, to the Police Department.

In the event that an owner or caretaker subject to this subsection fails to provide the required proof of compliance the euthanasia requirement under [subsection] (3)(k) will become applicable and the owner or caretaker will also be subject to a forfeiture action for failing to comply with a forfeiture of not less than \$300.00 plus applicable court costs, expenses, and fees.

- (4) CERTAIN ANIMALS NOT TO BE DECLARED DANGEROUS. Notwithstanding the definition of a dangerous animal above:
  - (a) No animal may be declared dangerous if death, injury or damage is sustained by a person who, at the time such injury or damage was sustained, was committing a trespass on the land or criminal trespass on the dwelling upon premises occupied by the owner of the animal; was

teasing, tormenting, abusing or assaulting the animal; or was committing or attempting to commit a crime or violating or attempting to violate an ordinance which protects persons or property.

- (b) No animal may be declared dangerous if death, injury or damage was sustained by a domestic animal which, at the time such was sustained, was teasing, tormenting, abusing or assaulting the animal.
- (c) No animal may be declared dangerous if the animal was protecting or defending a human being within the immediate vicinity of the animal from an unjustified attack or assault.
- (d) No animal may be declared dangerous for acts committed by the animal while being utilized by a law enforcement agency for law enforcement purposes while under the control and direction of a law enforcement officer.

(5) PROHIBITED DANGEROUS ANIMALS.

- (a) No person may bring into or keep in the City an animal that is a prohibited dangerous animal under this section.
- (b) *Determination of a prohibited dangerous animal:*
  - (1) The enforcement officer may determine an animal to be prohibited dangerous animal whenever the enforcement officer finds that an animal meets the definition of prohibited dangerous animal or is a dangerous animal in non-compliance with any of the provisions of subsection (3).
  - (2) Upon finding an animal meets the definition of a prohibited dangerous animal, the enforcement officer may issue an order declaring an animal to be a prohibited dangerous animal. Whenever an owner or caretaker wishes to contest an order, he or she shall, within 72 hours after receipt of the order, deliver to the City Clerk a written objection to the order stating specific reasons for contesting the order. Upon receipt of the written objection, the matter shall be placed on the agenda for the City Committee No. 3 to be reviewed at a special meeting. The City Committee No. 3 shall act as a quasi-judicial body allowing the animal's owner or caretaker an opportunity to present evidence as to why the animal should not be declared a prohibited dangerous animal.
  - (3) Pending the outcome of the hearing, the animal may be confined, subject to §173.21, Wis. Stats., or held at a location outside the limits of the City.
  - (4) After the hearing, the owner or caretaker shall be notified in writing of the City Committee No. 3's determination. If a determination is made that the animal is a prohibited dangerous animal, the owner or caretaker shall comply with subsection (a) within 5 days after the date of determination. If the owner or caretaker further contests the determination, he or she may, within 5 days of receiving Committee No. 3's decision, seek review of the decision by the City Council.

## (6) PENALTY.

- (a) Any person not complying with subsections (1) through (5), inclusive, set for above, shall be subject to a forfeiture of \$400.00 plus applicable court costs and fees.
- (b) Whenever the City commences and pursues an action for involuntary euthanization under the state statutes or any other authority the City Attorney shall seek and request all applicable statutory court costs, the costs and expenses of euthanization, and any extraordinary investigative expenses incurred during the pendency of the action if the owner or caretaker absconds with the animal or hinders or deters the location of the animal during the pendency of the action or during enforcement of any judgment.

## (7) FURTHER DEFINITIONS.

- (a) *Cruel* means causing unnecessary and excessive pain or suffering or unjustifiable injury or death.
  - (b) *Kennel* means any establishment wherein or whereon dogs or cats are kept for the purpose of breeding, selling, buying, or boarding. (Am. #2015-21)
    - (1) *Commercial kennel* means a premises where 4 or more dogs and/or cats over the age of 6 months are kept for the primary purpose of commercial breeding, boarding, or selling of animals. A commercial kennel does not include animal hospitals, clinics, and other premises operated by a licensed veterinarian exclusively for the care and treatment of animals.
    - (2) *Non-commercial kennel* means any premises where 4 or more dogs and/or cats over the age of 6 months are kept but not for the primary purpose of commercial breeding, boarding, or selling of animals.
- (8) CONSTRUCTION AND APPLICATION. This section shall not be interpreted to cover any law regulating animal trapping, the use of live animals in dog trials or in the training of hunting dogs.
- (9) MISTREATING ANIMALS. No person may treat any animal, whether belonging to himself or another, in a cruel manner. This subsection does not prohibit bona fide experiments carried on for scientific research or normal and accepted veterinary practices.
- (10) TAKING WITHOUT OWNER'S CONSENT. No person may take a dog or cat from one place to another without the owner's consent or cause such dog or cat to be confined or carried out of this State or held for any purpose without the owner's consent, except when such animal is taken by a law.
- (11) TRANSPORTATION OF ANIMALS. No person may transport any animal in or upon any vehicle in a cruel manner.
- (12) USE OF POISONOUS AND CONTROLLED SUBSTANCES. No person may expose any domestic animal owned by another to any known poisonous substance or controlled substance listed in §161.14, Wis. Stats., whether mixed with meat or other food or not, so that the substance is liable

to be eaten by the animal and for the purpose of harming the animal. This subsection does not apply to poison used on one's own premises and designed for rodent or pest extermination, nor to the use of a controlled substance in bona fide experiments carried on for scientific research or in accepted veterinary practices.

- (13) **PROPER FOOD AND DRINK TO CONFINED ANIMALS.** No person owning or responsible for confining or impounding any animal shall refuse or neglect to supply the animal with sufficient food and water as prescribed in this subsection.
- (a) *Food.* The food shall be of sufficient quantity and nutritive value to maintain the animal in good health.
- (b) *Water.* If potable water is not accessible to the animal at all times, it shall be provided daily and in sufficient quantity for the health of the animal.
- (14) **PROPER SHELTER.** No person owning or responsible for confining or impounding any animal shall fail to provide the animal with proper shelter as prescribed in this subsection. In the case of farm animals, nothing in this subsection shall be construed to impose shelter requirements or standards more stringent than normally accepted husbandry practices.
- (a) *Indoor standards.* Minimum indoor standards of shelter shall include:
- (1) Ambient temperatures which shall be compatible with the health of the animal.
  - (2) Indoor housing facilities shall be adequately ventilated by natural or mechanical means to provide for the health of the animals at all times.
- (b) *Outdoor standards.* Minimum outdoor standards of shelter shall include:
- (1) *Shelter from sunlight.* When sunlight is likely to cause heat exhaustion of an animal tied or confined, sufficient shade by natural or artificial means shall be provided to protect the animal from direct sunlight.
  - (2) *Shelter from inclement weather.*
    - (a) *Animals generally.* Natural or artificial shelter appropriate to the local climatic conditions for the species concerned shall be provided as necessary for the health of the animal.
    - (b) *Dogs.* If a dog is tied or confined unattended outdoors, a moisture proof and windproof shelter of suitable size to accommodate the dog shall be provided.
    - (c) *Space standards.* Minimum space requirements for both indoor and outdoor enclosures shall include:
      - (1) Structural strength. The housing facilities shall be structurally sound and maintained in good repair to protect the animals from injury and to contain the animals.
      - (2)

Space requirements. Enclosures shall be constructed and maintained to provide sufficient space to allow each animal adequate freedom of movement. Inadequate space may be indicated by evidence of debility, stress or abnormal behavior patterns.

- (d) *Sanitation standards.* Minimum standards of sanitation for both indoor and outdoor enclosures shall include periodic cleaning to remove excreta and other waste materials, dirt and trash to minimize health hazards.

(15) ABANDONMENT. No person may abandon any animal.

- (a) *Animal control agency.* Any law enforcement officer may remove, shelter and care for any animal found to be cruelly exposed to the weather, starved or denied adequate water, neglected, abandoned or otherwise treated in a cruel manner and may deliver such an animal to the animal control agency as set forth in subsection (30) or such other designated person to be sheltered, cared for and given medical attention, if necessary. In all cases the owner, if known, shall be immediately notified and such officer or animal control agency, or such other designated person having possession of the animal, shall have a lien thereon for its care, keeping and medical attention and the expense of notice.
- (b) *Treated as stray.* If the owner or custodian is unknown and cannot with reasonable effort be ascertained or does not redeem the animal by paying the expenses incurred, the animal may be treated as a stray.

(16) VACCINATION.

- (a) *Rabies control.* Every owner of an animal 4 months of age which is biologically able to be inoculated with an anti-rabies vaccine shall have his animal inoculated with an anti-rabies vaccine by a licensed veterinarian. The tag received shall be firmly attached to the collar of the animal.
- (b) *Exceptions.* No animal subject to subsection(a) shall require the vaccination if a licensed veterinarian has examined the animal and certified that at such time vaccination would endanger its health because of age, infirmity, debility, illness or other medical consideration. Such exempt animal shall be vaccinated as soon as health permits.

(17) REVACCINATION.

- (a) *Dogs.* Every owner of a dog shall have his dog revaccinated within 1-year of the initial vaccination and thereafter within every 3 years.
- (b) *Cats.* Every owner of a cat shall have his cat revaccinated annually after the initial vaccination.
- (c) Any other animals requiring revaccinations shall do so according to local, state, and federal guidelines for that animal.

(18) BITES BY DOMESTIC ANIMALS.

- (a)

*Report.* Any person bitten or scratched by any animal shall report the fact within 12 hours to the City Health Officer and/or a physician.

(b) *Quarantine.* A healthy domestic dog or cat that bites a person shall be captured, confined and observed for 10 days by a veterinarian or at the animal shelter at the expense of the owner, or if the owner can provide evidence of a valid rabies vaccination, such animal can be confined and observed at the home of the owner.

(1) After such quarantine period, animals that have not previously been vaccinated must be vaccinated and proof sent to the City Police Department within 72 hours of release.

(2) A domestic animal that has been exposed to rabies shall be held in quarantine for 6 months.

(3) A domestic animal that has been vaccinated, but is exposed to rabies, shall be quarantined for 60 days.

(19) BITES BY WILD ANIMALS.

(a) Any person bitten or scratched by any wild animal shall report the fact within 12 hours to the City Police Department or the attending physician.

(b) Any wild animal that bites or scratches a person shall be killed at once (without unnecessary damage to the head) and the brain examined for evidence of rabies.

(20) LICENSES.

(a) *Fees.* Every owner of a dog or cat more than 5 months of age on March 1 of any year or 5 months of age within the license year shall annually or within 30 days from the date such dog or cat becomes 5 months of age, at the time and in the manner provided by law for the payment of property taxes, pay his dog or cat license tax and obtain a license therefore. The license fees shall be as provided in §12.01 and/or §25.15 of this Municipal Code.

(b) *Failure to License.* (Am. #2015-16) If the owner of a dog or cat fails to obtain a license prior to April 1st of each year or fails to obtain a license within 30 days of acquiring a licensable dog or cat, or if the owner fails to obtain a license on or before the dog or cat reached licensable age, the owner shall be subject to an ordinance violation citation hereunder for failure to license with a minimum forfeiture of \$100.00 plus applicable court costs. It is not necessary that the owner first receive a notice to comply with City licensing requirements. If, within 10 days after receiving the citation, the owner delivers to the Chippewa Falls Police Department proof of licensing for the dog or cat, whether the licensing is before or after the citation date, the citation previously issued shall be dismissed by the City of Chippewa Falls.

(21) KENNELS.

(a) *License required.*

(1)

Any person with 4 or more dogs and/or cats over the age of 6 months shall obtain either a commercial or a non-commercial kennel license. (Am. #2015-21)

- (2) Subject to the licensing and fee requirements of §12.01 and/or §25.15, any person wishing to operate or maintain a commercial kennel or a non-commercial kennel must apply for a kennel permit with the City Clerk and pay a 1 time required fee of \$25.00. Council approval is required for all kennel permits, and the Police Department shall provide a written recommendation to the Council for their consideration. Each kennel permit shall be posted conspicuously on the kennel premises.
  - (b) *Application.* The application for kennel permits shall state the name and address of the owner of the proposed kennel, the location and where the kennel is to be kept, and the number of animals proposed to be kept.
  - (c) *Kennel construction and operation.* These provisions apply to commercial kennels and non-commercial kennels. The regulations for animal shelter standards as set out in subsection (14) also apply to commercial kennels and non-commercial kennels.
    - (1) No permit shall be granted to any owner for the operation of an outdoor kennel unless the area within which the animals are to sleep, eat or exercise shall be enclosed completely with a wire mesh fence with appropriate height and strength to insure the confinement of said animals.
    - (2) Every kennel shall be maintained and operated in a neat and sanitary manner. All refuse, garbage and animal waste shall be removed at regular intervals so as to keep the surrounding area free from obnoxious odors. No owner of the kennel shall permit any of the animals to create an unusual noise from barking, howling, or create any disturbance or nuisance of any kind which unduly impairs the quiet and peaceful enjoyment of the surrounding area by other residents.
  - (d) *Inspection.* All kennels are subject to inspection by the Animal Control Officer at reasonable hours upon request. All kennels must comply with all building and zoning codes.
  - (e) *Revocation.* The City Council may revoke any kennel permit for violation of this section after reasonable notice and opportunity to be heard is given to the permit holder.
- (22) STATE REGULATIONS. The provisions of Ch. 174, Wis. Stats., pertaining to licensing of dogs are made as part of this section by reference thereto, except where the amount of such license fee is increased herein.
- (23) DOGS AND CATS NOT TO RUN AT LARGE.
- (a) No person shall own, keep or harbor a dog or cat which runs at large within the limits of the City. Under the provisions of this subsection, a dog or cat shall be considered as running at large when it is not on the premises of its owner, unless it is on a leash.
  - (b)



No person shall own, keep or harbor any other animal which runs at large within the limits of the City. Under the provisions of this subsection, any such other animal shall be considered as running at large when it is not on the premises of its owner, unless it is controlled in accordance with the containment capabilities of that type of animal or as required under this ordinance.

(24) PENALTIES IMPOSED ON OWNER OF DOG CAUSING DAMAGE

- (a) *Without notice.* The owner of a dog shall forfeit not less than \$50.00 nor more than \$500.00 if the dog injures or causes injury to a person, domestic animal, property, deer, game birds or the nests or eggs of game birds.
- (b) *After notice.* The owner of a dog shall forfeit no less than \$200.00 nor more than \$1,000.00 if the dog injures or causes injury to a person, domestic animal, property, deer, game birds or the nests or eggs of game birds, if the owner was notified or knew that the dog previously injured or caused injury to a person, domestic animal, property, deer, game birds, or the nests or eggs of game birds.
- (c) *Penalties in addition to liability for damages.* The penalties in this subsection are in addition to any other liability imposed on the owner of a dog.
- (d) This subsection is an adoption of §174.02, Wis. Stats. and shall be deemed to be amended, revised, or otherwise changed as §174.02, Wis. Stats. is amended, revised, or otherwise changed.

(25) EXERCISING ANIMALS.

- (a) No person shall exercise or walk a dog on a leash more than 6 feet in length.
- (b) No person as an owner or caretaker shall allow or permit any animal to defecate upon property not owned by him or her without the property owner's express, not implied, consent. No person as an owner or caretaker shall allow or permit any animal to defecate upon any public property, which shall include streets, sidewalks, boulevards, any City right-of-way areas, any City easement areas, park properties, or any City owned property, without immediately removing the feces and other excreta in a sanitary manner.

(26) HOWLING. No person shall own, keep, have in his possession or harbor any animal within the City which, by frequent or habitual howling, yelping or barking, causes a serious disturbance to persons or a neighborhood, provided this subsection shall not apply to licensed animal hospitals conducted for the treatment of small animals or to the premises used and occupied by the City for impounding animals.

(27) INJURED ANIMALS.

- (a) *Medical attention.* No person who owns, harbors or keeps any animal shall fail to provide proper medical attention to such animal when such animal becomes injured. If the owner of such injured animal cannot be located, the City, or any animal control agency with whom the

City has an agreement or contract, shall have the authority to acquire such animal for the purpose of providing medical treatment and the owner thereof shall be responsible for reimbursement of all costs associated therewith.

- (b) *Accidents.* The operator of any vehicle involved in an accident resulting in injury to or death of any domestic animal shall stop such vehicle at the scene of the accident, or as close thereto as possible, and, if possible, remove the animal to the side of the roadway and notify the City Police Department or the City's contracted animal control agency.
- (28) HORSES AND LARGE ANIMALS. Privately owned horses and other large animals shall not be on City streets or sidewalks or in any City park unless the owner shall have first obtained a street use permit under the provisions of §8.10(5) of the City Code. For the purposes of this subsection the provisions of §8.10(5) are made applicable to sidewalks and City parks. A street use permit under this subsection is not necessary where a street use permit has been granted to an organization or person for a parade and the horse or other large animal is a part of that parade.
- (29) RABID ANIMALS.
- (a) *Report of.* Any person who suspects that any dog, cat or other domestic animal in the City is infected with rabies shall report his suspicion to the Police Department, describing the dog, cat or other domestic animal and giving the name of the owner, if known. Any person who observes that a dog, cat or other domestic animal has bitten any person shall give a similar report to the Police Department.
- (b) *Confinement.* The Police Department shall investigate such reports and if there is a reasonable possibility that the dog, cat or other domestic animal is infected with rabies or has bitten a person, the Police Department shall capture the dog, cat or other domestic animal and confine it in the place provided by the City as the City Pound or in a place deemed proper by the Police Department to observe such dog, cat or domestic animal for such period as a veterinarian deems necessary to determine if the animal is infected with rabies.
- (c) *Disposal.* If upon examination it is found that the dog, cat or domestic animal is infected with rabies, it shall be disposed of in a humane manner.
- (30) IMPOUNDING OF DOGS, CATS OR OTHER DOMESTIC ANIMALS.
- (a) Any unlicensed dog, cat or domestic animal running at large shall be impounded at the place provided by the City as the City Pound by the Police Department.
- (b) *Redeeming impounded dogs, cats or other domestic animals.* An impounded dog, cat or other domestic animal may be redeemed by paying all charges due the Humane Association and providing proof of vaccination. Payment of the charges shall be made to the Police Department. Proof of vaccination shall be given to the Police Department. Upon payment and

providing proof the Police Department shall Issue a receipt. Exhibiting the receipt to the Humane Association of other place of Impoundment authorizes the release of such dog, cat, or other domestic animal.

- (31) LIABILITY. The City and/or its designated agents shall not be liable to any person for the death, destruction, injury or disease caused to any animal that has been impounded pursuant to this section.

PARKS, RECREATION & FORESTRY BOARD MEETING  
Tuesday, December 12, 2023

1. Call to order by Beth Arneberg at 6:02 p.m.  
Roll Call: Members Present: Audrey Stowell, Justin Agnew, John Abbe, Beth Arneberg  
Absent: Travis Siebert, Reggie Geissler and Heather Martell  
Staff present: John Jimenez
2. Approval of Minutes: November 14, 2023. **Motion by Abbe/Agnew to approve minutes of November 14, 2023. Motion passed.**
3. Personal Appearances by Citizens. No appearances, but John did receive a letter from Jackson, who did the trail at Erickson Park.
4. Discuss/Consider Special Event Applications. None.
5. Discuss/Consider
  - a. Pool Committee Update. John reports that the flood plain has raised more of an issue than initially thought. The pool will be open this summer. The plan is to extend the season to August 24 and be open longer hours – from noon to 7.
  - b. Flag Hill Update. John reports that Ayres has provided a conceptual design from 3 different companies. John favors embankment play, spinners, etc. Hopefully the design will be finalized for January.
  - c. Marshall Park Master Plan. John feels the plan should be reviewed and items prioritized.
  - d. Forestry Health/Management at Irvine Park. John states forestry management has been a topic lately, especially on the ski trails. He has had discussions with Mike Dahlby regarding harvesting to create a healthier forest and generate some revenue. John hopes to have him at the January meeting so we can hear his proposal.
  - e. Christmas Village Timers. In an effort to find ways to keep staff happy and stay productive, timers for the Christmas Village lights has been discussed. Currently, there is a 1:30 – 10:00 p.m. daily shift so that the lights can be shut off. While it's helpful for staff to be around to troubleshoot when necessary, there isn't a lot to be done during this timeframe. The cost for timers is \$3,500 / breaker x 12 breakers. Discussion included applying for tourism or other possible grants in addition to or in lieu of using Christmas Village funds, as it would be nice to have all done at the same time instead of one or so per year for many years.
  - f. Zoo Animals and Exhibits. John indicates we have many aging animals. There will be some changes coming in January. We will be keeping 1 tiger, the hyenas will be replaced, possibly with lynx or bobcat. He will keep public updated through social media.

- g. Recreation Report. Jack has left for other employment. His position has been posted.
  - h. Director Report. It is the 100<sup>th</sup> year anniversary for the band shell. Discussed possible celebration dates and having Air Force Band of Mid-America perform for July 4 and possibly the celebration. John will contact the band and see what's possible. There is a new staff member starting January 3, and the Parks will then be fully staffed for their full-time positions.
6. Approve Claims. **Motion by Stowell/Arneberg to approve claims in the amount of \$82,781.73. Motion passed.**
  7. Park Board Members' Concerns or Comments. Beth expresses concern for one more full-time staff. John comment that Friday is "Christmas Comes to Life" at Irvine Park. Comments regarding how nice the park looks and use of the QR codes.
  8. Adjournment. **Motion by Abbe/Agnew to adjourn at 7:27 p.m. Motion passed.**

Submitted by:  
Audrey Stowell, Secretary

**Minutes of the  
Meeting of the Chippewa Falls Public Library Board of Trustees  
November 15, 2023**

**1. Call to Order**

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

**2. Roll Call of Members**

Members Present: Ambelang, Drehmel, Jones, King, Martell, Rasmus

Members Absent: Newton

Others Present: Director Joe Niese, Confidential Administrative Assistant Deb Braden

**3. Approval of Agenda**

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

**4. Disposition of the minutes of the Board of Trustees meeting of October 11, 2023.**

Motion made by Martell seconded by King to approve the minutes of the Board of Trustees meeting of October 11, 2023. All present Voting Aye. Motion carried.

**5. Disposition of the vouchers to be paid from the 2023 budget after November 21, 2023.**

Motion made by Jones seconded by Martell to approve the vouchers to be paid from the 2023 budget after November 21, 2023. Roll Call Vote. Voting Aye: Ambelang, Drehmel, Jones, King, Martell, Rasmus. Motion carried.

**6. Public Appearances**

none

**7. Correspondence**

Thank you from Hillcrest First Grade to Chippewa Falls Library Staff for taking time to show them around and library and reading to them. A thank you from Chi-Hi SPED class.

**8. Management Report**

Director Niese talked about highlights from the Management Report. The Full Moon Storyhike at Bushel & Peck Orchard was a great success with 68 attendees. The new partitions will be installed in the next week in the public restrooms. The Big Read will be starting next year with a kick off at Heyde Center for the Arts on January 25<sup>th</sup>. The Book Club read will be "Sitting Pretty" which will be in March.

**9. Current Business**

**a) 2024 Board Meetings**

Motion made by Drehmel seconded by Jones to approve the schedule for the 2024 Board Meetings. All present Voting Aye. Motion carried.

**b) Trustee Training webinar.**

Discussion on the Trustee Training webinar.

**10. Announcements**

None

**11. Items for future consideration**

- a) Meeting Room Policy update.
- b) Website picture of Board of Trustees update.
- c) Five Year Library Plan update in April 2024

**12. Adjournment**

Motion made to adjourn by Jones seconded by King. All present Voting Aye. Motion carried.  
Meeting adjourned at 5:55 p.m.

Respectfully Submitted,  
Deb Braden, Confidential Administrative Assistant



## APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

<b>Name of Applicant:</b> Cynthia Anderson	<b>Address of Applicant:</b> 1905 N. 130th Ave Fall Creek WI 54742																						
<b>Name of Premises to be Licensed:</b> punk13 Cynders 1st and Goal	<b>Address of Premises:</b> 29 East Park Ave. Chippewa Falls	<b>Date(s) of Event (Class "E" Licenses only):</b>																					
<b>Class of License Applied for:</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Class "A" Annual</td> <td style="padding: 2px; text-align: center;"><input type="checkbox"/></td> <td style="padding: 2px; text-align: right;">\$130.00</td> </tr> <tr> <td style="padding: 2px;">Class "B" Annual</td> <td style="padding: 2px; text-align: center;"><input checked="" type="checkbox"/></td> <td style="padding: 2px; text-align: right;">\$80.00</td> </tr> <tr> <td style="padding: 2px;">Class "C" Annual</td> <td style="padding: 2px; text-align: center;"><input type="checkbox"/></td> <td style="padding: 2px; text-align: right;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Class "D"</td> <td style="padding: 2px; text-align: center;"><input type="checkbox"/></td> <td style="padding: 2px; text-align: right;">\$10.00</td> </tr> <tr> <td style="padding: 2px;">Class "E"</td> <td style="padding: 2px; text-align: center;"><input type="checkbox"/></td> <td style="padding: 2px; text-align: right;">\$10.00/day</td> </tr> <tr> <td style="padding: 2px;">Live Music Annual</td> <td style="padding: 2px; text-align: center;"><input type="checkbox"/></td> <td style="padding: 2px; text-align: right;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Juke Box</td> <td style="padding: 2px; text-align: center;"><input checked="" type="checkbox"/></td> <td style="padding: 2px; text-align: right;">\$30.00 (annual)</td> </tr> </table>		Class "A" Annual	<input type="checkbox"/>	\$130.00	Class "B" Annual	<input checked="" type="checkbox"/>	\$80.00	Class "C" Annual	<input type="checkbox"/>	\$30.00	Class "D"	<input type="checkbox"/>	\$10.00	Class "E"	<input type="checkbox"/>	\$10.00/day	Live Music Annual	<input type="checkbox"/>	\$30.00	Juke Box	<input checked="" type="checkbox"/>	\$30.00 (annual)
Class "A" Annual	<input type="checkbox"/>	\$130.00																					
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Live Music Annual	<input type="checkbox"/>	\$30.00																					
Juke Box	<input checked="" type="checkbox"/>	\$30.00 (annual)																					

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

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

I have read and understand the above.

Cynthia Anderson  
Signature of Applicant

12/7/23  
Date

Attest: Bridget Guerns  
City Clerk/Deputy Clerk

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

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



# ELECTION INSPECTORS

## 2024-2025 TERM

NAME		PARTY AFFILIATION
Beth	Arneberg	Unaffiliated
Sharon	Bannister	Unaffiliated
David	Behling	Unaffiliated
Gail	Bensen	Unaffiliated
Brenda	Bohman	Unaffiliated
Susan	Brandt	Unaffiliated
Amy	Burke-Lepper	Unaffiliated
Bonnie	Christensen	Unaffiliated
Pamela	Christensen	Unaffiliated
Katrina	Clary	Unaffiliated
Cheryl	Connell	Unaffiliated
Linda	Crosby	Unaffiliated
Mary Anne	Dachel	Unaffiliated
Kristine	Dimock	Unaffiliated
Dennis	Doughty	Unaffiliated
Janet	Drury	Unaffiliated
Arlene	Eslinger	Unaffiliated
Linda	Falch	Unaffiliated
Michelle	Farrow	Republican
Leanne	Flynn	Unaffiliated
Scott	Francis	Unaffiliated
Jean	Gay	Unaffiliated
John	Geissler	Unaffiliated
Marilyn	Geissler	Unaffiliated
Lynn	Gilbertson	Unaffiliated
Susan	Goettl	Unaffiliated
Daniel	Hardy	Democratic
Erik	Huelsbeck	Unaffiliated
Babette	Hurt	Unaffiliated
Sandra	Jensen	Unaffiliated
Dan	Johnholtz	Unaffiliated
Julie	Johnholtz	Unaffiliated
Debra	Johnson	Unaffiliated
Mindy	Johnson	Unaffiliated
Kathleen	Jorgensen Church	Unaffiliated
Michael	Keilholz	Unaffiliated
Sandra	Kenner	Unaffiliated
Alitia	Kerr	Republican
Keith	Klein	Unaffiliated
Katie	Kucera	Republican

NAME		PARTY AFFILIATION
Lisa	Kuester	Unaffiliated
Libby	Leinenkugel	Unaffiliated
Julie	Leisz	Unaffiliated
Diana	Lightner	Republican
Elaine	Lorentzen	Unaffiliated
Randi	Lundell	Unaffiliated
Lisa	Mancl	Unaffiliated
Patricia	Marben	Republican
Tara	Marcon	Unaffiliated
Linda	Marinello	Unaffiliated
Brian	McAlister	Unaffiliated
Kelly	Misfeldt	Unaffiliated
Kathy	Moehagen	Unaffiliated
Heather	Mosher	Unaffiliated
Dean	Mueller	Unaffiliated
Linda	Nebelsiek	Unaffiliated
Beth	Niblett	Republican
Evelyn	Peloquin	Unaffiliated
Carol	Pevan	Unaffiliated
Jeff	Porzondek	Unaffiliated
Jennifer	Porzondek	Unaffiliated
Jacqueline	Price	Unaffiliated
Amanda	Radle	Republican
Judith	Roth	Unaffiliated
Jeff	Rowan	Unaffiliated
Elizabeth	Ruxton	Unaffiliated
Laurie	Sahm	Unaffiliated
Cecilia	Schemenauer	Unaffiliated
Sandra	Scholz	Unaffiliated
Gerry	Skalecki	Democratic
Mary	Skalecki	Democratic
Deborah	Smith	Unaffiliated
Benjamin	Steinman	Unaffiliated
Emily	Steinman	Unaffiliated
Lyle	Stoll	Republican
Kathy	Tanner	Unaffiliated
Jeannine	Taylor	Unaffiliated
Tanya	Telisak-Berg	Unaffiliated
Emily	Thomson	Unaffiliated
Marty	Tlachac	Unaffiliated
Thomas	Valley	Unaffiliated
Ann	Walker	Unaffiliated
Susan	Wallace	Democratic
Anne	Walsh	Unaffiliated
Angela	Walter	Unaffiliated
Stacy	Whaley	Unaffiliated

NAME		PARTY AFFILIATION
Marsha	Wiley	Unaffiliated
Kia	Xiong-Yang	Unaffiliated
Breanne	Yeager	Unaffiliated
Sandra	Zylstra	Republican

AN ORDINANCE ESTABLISHING THE RESPONSE TIME FOR THE CITY OF CHIPPEWA FALLS CHIEF OF POLICE – § 1.38(1)(b) OF THE CHIPPEWA FALLS CITY CODE

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

- 1. That § 1.38(1)(b) of the Chippewa Falls Municipal Code be recreated to provide in whole at this time as follows:

1.38 RESIDENCE AS A CONDITION OF EMPLOYMENT.

...

- (1) DEPARTMENT HEADS.

...

(b) Residence. The Chief of Police shall reside within 45 minutes of the Chippewa Falls city limits.

DATED this 19<sup>th</sup> day of December, 2023.

COUNCIL PRESIDENT: \_\_\_\_\_  
John Monarski

FIRST READING: December 19, 2023

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

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

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

AN ORDINANCE AMENDING § 7.09(2)(g)5 OF THE CITY CODE TO REMOVE THE PROHIBITION OF PARKING IN CITY OWNED LOT 7 AND TO RESTRICT THE PARKING PROHIBITION TO THE WEST SIDE OF THE REMAINING LOTS SPECIFIED BY ORDINANCE

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

1. That § 7.09(2)(g)5 of the Chippewa Falls Municipal Code which presently provides as follows:

7.09 PARKING RESTRICTIONS.

...

- (2) LIMITED PARKING.

...

- (g) Restricted Parking On City Owned Property.

...

5. In order to facilitate snow removal there shall be no parking from 2:00 a.m. – 6:00 a.m. during the period of November 15<sup>th</sup> – March 31<sup>st</sup> in City-owned Lots 4, 5, 6, 7, 11 & 13.

be amended to delete the prohibition in Lot 7 and provide as follows:

7.09 PARKING RESTRICTIONS.

...

(2) LIMITED PARKING.

...

(g) Restricted Parking On City Owned Property.

...

5. In order to facilitate snow removal there shall be no parking from 2:00 a.m. – 6:00 a.m. during the period of November 15<sup>th</sup> – March 31<sup>st</sup> in the West one-half of City-owned Lots 4, 5, 6, 11 & 13.

DATED this 19<sup>th</sup> day of December, 2023.

COUNCIL PRESIDENT: \_\_\_\_\_  
John Monarski

FIRST READING: December 19, 2023

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

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

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

**RESOLUTION TO ADOPT THE CITY OF CHIPPEWA FALLS  
2024-2028 FIVE YEAR STREET IMPROVEMENT PROGRAM,  
AS THE OFFICIAL MUNICIPAL STREET IMPROVEMENT PLAN**

WHEREAS, the City of Chippewa Falls, has updated the five year street improvement plan for the City; and

WHEREAS, this plan identifies specific recommendations and priorities for improving the streets within the City of Chippewa Falls; and

WHEREAS, municipalities are required to have a municipal street improvement plan on file with the Wisconsin Department of Transportation in order to be eligible to obtain state and federal cost-sharing financial aids for the improvement of streets.

NOW, THEREFORE BE IT RESOLVED, that the Common Council hereby adopts the City of Chippewa Falls 2024-2028 Five Year Street Improvement Program as the official municipal street improvement plan.

Dated this 19<sup>th</sup> day of December, 2023

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Council President

APPROVED: \_\_\_\_\_

Mayor

ATTEST: \_\_\_\_\_

City Clerk

PUBLISHED: \_\_\_\_\_

CHIPPENVA FALLS TENTATIVE STREET IMPROVEMENT PROGRAM - 2024 - 2028

City of Chippewa Falls  
 Council, XXX  
 10/11/2023

\*\*Program subject to annual review and change due to budget restrictions and other factors.\*\*

Year	Street Name	From	To	Proposed Work Type	Project Length (mi)	Estimated Cost	Work Types	Special Assessments Required	Sanitary Sewer Age	Watermain Age	Paver Surface Rating (on 1-10)	Priority Rating (Lower - Better Condition)	
2024	City Wide LED Street Lighting			LED Upgrade	5.80	\$80,000	STREET LIGHTS	NO	-	-	-	-	
	River Street (Interchange 429) Interchange	West City Limits	Interchange	Interchange	0.18	\$500,000	AGG, CG, CW, EC, G, HMA, INT, REA, S, SS, TC, TR	YES	N/A	N/A	3	25	
	Hyatt Street	Hyatt St	Hyatt St	Reconstruction	0.18	\$500,000	AGG, CG, CW, EC, G, HMA, INT, REA, S, SS, TC, TR	YES	1954, 1982	1974	2-8, 3	18, 17, 25	
	Howard Street	Howard St	Howard St	Reconstruction	0.054	\$346,000	AGG, CG, CW, EC, G, HMA, INT, REA, S, SAN, SERV, SS, TC, TR, WTR	YES	1931	1933	2	2	18, 25
	Warren Street	Warren St	Warren St	Reconstruction	0.23	\$1,018,000	AGG, CG, CW, EC, G, HMA, INT, REA, S, SAN, SERV, SS, TC, TR, WTR	YES	1931	1933	2	2	18, 25
	Remaindering Projects			Remaindering	0.742	\$3,103,000	HMA, MILL, POLY	NO	-	-	-	2-8, 3	18, 25
	TOTAL				1.786	\$5,411,000							

Year	Street Name	From	To	Proposed Work Type	Project Length (mi)	Estimated Cost	Work Types	Special Assessments Required	Sanitary Sewer Age	Watermain Age	Paver Surface Rating (on 1-10)	Priority Rating (Lower - Better Condition)	
2025	River Street (Interchange 429) Interchange	West City Limits	Interchange	Interchange	0.18	\$500,000	AGG, CG, CW, EC, G, HMA, INT, REA, S, SS, TC, TR	YES	N/A	N/A	3	25	
	Hyatt Street	Hyatt St	Hyatt St	Reconstruction	0.18	\$500,000	AGG, CG, CW, EC, G, HMA, INT, REA, S, SS, TC, TR	YES	1954, 1982	1974	2-8, 3	18, 17, 25	
	Howard Street	Howard St	Howard St	Reconstruction	0.054	\$346,000	AGG, CG, CW, EC, G, HMA, INT, REA, S, SAN, SERV, SS, TC, TR, WTR	YES	1931	1933	2	2	18, 25
	Warren Street	Warren St	Warren St	Reconstruction	0.23	\$1,018,000	AGG, CG, CW, EC, G, HMA, INT, REA, S, SAN, SERV, SS, TC, TR, WTR	YES	1931	1933	2	2	18, 25
	Remaindering Projects			Remaindering	0.742	\$3,103,000	HMA, MILL, POLY	NO	-	-	-	2-8, 3	18, 25
		TOTAL				1.786	\$5,411,000						

Year	Street Name	From	To	Proposed Work Type	Project Length (mi)	Estimated Cost	Work Types	Special Assessments Required	Sanitary Sewer Age	Watermain Age	Paver Surface Rating (on 1-10)	Priority Rating (Lower - Better Condition)
2026	Woodland Ave	Woodland Ave	Woodland Ave	Reconstruction	0.04	\$786,000	AGG, CG, CW, EC, G, HMA, INT, REA, S, SS, TC, TR	YES	1983	1983	3-8, 4	13, 8, 18, 3
	Albion St	Albion St	Albion St	Reconstruction	0.10	\$329,000	AGG, CG, CW, EC, G, HMA, INT, REA, S, SS, TC, TR	YES	1897, 1914	1897	3-8, 4	13, 8, 18, 3
	Cherry St	Cherry St	Cherry St	Reconstruction	0.20	\$1,076,000	AGG, CG, CW, EC, G, HMA, INT, REA, S, SAN, SERV, SS, TC, TR, WTR	YES	1931	1931	4-5	11, 0, 13, 3
	Green St	Green St	Green St	Reconstruction	0.02	\$103,000	AGG, CG, CW, EC, G, HMA, INT, REA, S, SS, TC, TR	YES	1911	1911	2	2, 5
	Winton St	Winton St	Winton St	Reconstruction	0.20	\$549,000	AGG, CG, CW, EC, G, HMA, INT, REA, S, SS, TC, TR	YES	1952	1952	2	2, 5
	Remaindering Projects			Remaindering	0.26	\$558,000	HMA, MILL, POLY	NO	-	-	-	2
	TOTAL				2.08	\$4,424,000						

Year	Street Name	From	To	Proposed Work Type	Project Length (mi)	Estimated Cost	Work Types	Special Assessments Required	Sanitary Sewer Age	Watermain Age	Paver Surface Rating (on 1-10)	Priority Rating (Lower - Better Condition)
2027	Olive St	Olive St	Olive St	Reconstruction	0.21	\$796,000	AGG, CG, CW, EC, G, HMA, INT, REA, S, SS, TC, TR	YES	1949, 1952, 1972	1952, 1972	3-8, 4	13, 3, 13, 8
	Wagon St	Wagon St	Wagon St	Reconstruction	0.21	\$1,010,000	AGG, CG, CW, EC, G, HMA, INT, REA, S, SS, TC, TR	YES	1949, 1952, 1972	1952, 1972	3-8, 4	13, 3, 13, 8
	Wagon St	Wagon St	Wagon St	Reconstruction	0.21	\$1,010,000	AGG, CG, CW, EC, G, HMA, INT, REA, S, SAN, SERV, SS, TC, TR, WTR	YES	1911, 1941	1941, 1962	2-8, 3	27, 5, 18, 3
	Bluff St	Bluff St	Bluff St	Reconstruction	0.17	\$762,000	AGG, CG, CW, EC, G, HMA, INT, REA, S, SS, TC, TR	YES	1910	1956	2-8, 3	18, 3, 27, 5
	Bluff St	Bluff St	Bluff St	Reconstruction	0.17	\$762,000	AGG, CG, CW, EC, G, HMA, INT, REA, S, SAN, SERV, SS, TC, TR, WTR	YES	1910	1956	2-8, 3	18, 3, 27, 5
	Remaindering Projects			Remaindering	0.26	\$1,552,000	HMA, MILL, POLY	NO	-	-	-	2
	TOTAL				1.610	\$7,062,000						

Year	Street Name	From	To	Proposed Work Type	Project Length (mi)	Estimated Cost	Work Types	Special Assessments Required	Sanitary Sewer Age	Watermain Age	Paver Surface Rating (on 1-10)	Priority Rating (Lower - Better Condition)
2028	Woodland Ave	Woodland Ave	Woodland Ave	Reconstruction	0.04	\$786,000	AGG, CG, CW, EC, G, HMA, INT, REA, S, SS, TC, TR	YES	1983	1983	3-8, 4	13, 8, 18, 3
	Albion St	Albion St	Albion St	Reconstruction	0.10	\$329,000	AGG, CG, CW, EC, G, HMA, INT, REA, S, SS, TC, TR	YES	1897, 1914	1897	3-8, 4	13, 8, 18, 3
	Cherry St	Cherry St	Cherry St	Reconstruction	0.20	\$1,076,000	AGG, CG, CW, EC, G, HMA, INT, REA, S, SAN, SERV, SS, TC, TR, WTR	YES	1931	1931	4-5	11, 0, 13, 3
	Green St	Green St	Green St	Reconstruction	0.02	\$103,000	AGG, CG, CW, EC, G, HMA, INT, REA, S, SS, TC, TR	YES	1911	1911	2	2, 5
	Winton St	Winton St	Winton St	Reconstruction	0.20	\$549,000	AGG, CG, CW, EC, G, HMA, INT, REA, S, SS, TC, TR	YES	1952	1952	2	2, 5
	Remaindering Projects			Remaindering	0.26	\$558,000	HMA, MILL, POLY	NO	-	-	-	2
	TOTAL				2.08	\$4,424,000						

\*Project includes outside funding

Code	Work Type	Definition
SPN	Sanitary Sewer	Sanitary Sewer
SS	Storm Sewer	Storm Sewer
TC	Trench	Trench
TR	Traverse	Traverse
WTR	Watermain	Watermain
AGG	Aggregate	Aggregate
CG	Concrete	Concrete
CW	Curb	Curb
EC	Excavation	Excavation
G	Gravel	Gravel
HMA	Hot Mix Asphalt	Hot Mix Asphalt
INT	Interlocking	Interlocking
REA	Reinforcing	Reinforcing
SAN	Sanitary Sewer	Sanitary Sewer
SS	Storm Sewer	Storm Sewer
TC	Trench	Trench
TR	Traverse	Traverse
WTR	Watermain	Watermain



**RESOLUTION AUTHORIZING AN ANNUAL ADJUSTMENT FOR 2024 FOR  
NON-REPRESENTED AND MANAGEMENT EMPLOYEES**

**WHEREAS**, Committee #1 has reviewed and approved an annual adjustment of all base wages for 2024 for all regular permanent full-time and regular permanent part-time employees except represented protective service employees as follows:

January 1, 2024            three percent (3.0 %);

**NOW BE IT RESOLVED**, that all employees in the above categories except for represented protective service employees shall be granted the annual adjustment as specified above, and

**NOW BE IT FURTHER RESOLVED** that all steps in the non-represented and managerial matrix as adopted in 1999 shall be amended to reflect this adjustment.

Dated this 19<sup>th</sup> day of December, 2023.

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Council President, Chuck Hull

APPROVED: \_\_\_\_\_

Mayor

ATTEST: \_\_\_\_\_

City Clerk

**RESOLUTION NO. 2023-47**

**A RESOLUTION AUTHORIZING THE  
2024 GENERAL PUBLIC SHARED RIDE TRANSIT AGREEMENT  
BETWEEN THE CITY OF CHIPPEWA FALLS AND RUNNING, INC.**

**WHEREAS**, the Common Council of the City of Chippewa Falls deems public transportation to be in the best interest of the citizens of Chippewa Falls, and

**WHEREAS**, Wisconsin Statutes 66.30 authorizes the City to contract for public shared ride transit service, and

**WHEREAS**, the Chippewa Falls Transit Board of Directors, at its September 1, 2020 meeting recommended Running, Inc. as the 2021-2025 City Shared Ride Transit Program service provider.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Chippewa Falls, that the Mayor and City Clerk be authorized, on behalf of the City of Chippewa Falls, to execute a service agreement for General Public Shared Ride Transit Service affixed hereto, and made part hereof, for the period of January 1, 2024 to December 31, 2024.

DATED this 5<sup>th</sup> day of December, 2023.

\_\_\_\_\_  
John Monarski, Council President

ADOPTED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Mayor Gregory Hoffman

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

**2024 SHARED RIDE TAXI OPERATING CONTRACT  
BETWEEN THE CITY OF CHIPPEWA FALLS AND  
RUNNING, Inc.**

**THIS CONTRACT** is made and entered into this 19th day of December, 2023 by and between the City of Chippewa Falls, hereinafter referred to as "City ", and Running, Inc., hereinafter referred to as "Contractor."

**WITNESSETH:**

**WHEREAS**, public funds are available to assist the transit service provider as an element of public transit operating in the City of Chippewa Falls, pursuant to Section 85.20 Wisconsin Statutes, and Section 5307 Federal Statutes, and

**WHEREAS**, the City is desirous of having Running, Inc. provide mass transit services in the City of Chippewa Falls, and is therefore willing to provide financial assistance through the State of Wisconsin and the Federal Government as set forth above;

**WHEREAS**, the City is eligible to apply for, and receive public transit funds under the statutory authority as set forth above; and

**WHEREAS**, the electorate of the City has expressed its desire in having public transit services available to the City as reflected in the referendum ballot held November 2, 1976.

**NOW THEREFORE**, it is agreed by and between the City of Chippewa Falls and Running, Inc. in consideration of the mutual covenants contained herein as follows:

**PRELIMINARY STATEMENT**

The City sponsors a Shared-Ride Taxi Service as a public transportation program to serve its residents. The City solicited proposals for the operation of this service from the period commencing January 1, 2021 and ending on December 31, 2022 and Running, Inc.'s proposal was deemed to be most advantageous to the City and was accepted. This proposal was subject to three (3) option year extensions. The City wishes to Exercise its second option year for operation of the Shared-Ride Taxi Service commencing on January 1, 2024 and ending on December 31, 2024.

This contract shall include all the necessary performance standards outlined in the RFP, addendums, and the Contractor's response to that RFP by reference, including, but not limited to, service area, service standards, hours of service, service levels, handling of revenues, reservation policies, maintenance, insurance, licensing, complaint handling, promotion and publicity and other requirements.

## CONTRACT CONDITIONS

The contractor shall, throughout the term of this contract, be responsible for maintaining proper licensing for operation as a taxicab company in the service area described in the RFP. All revenues collected by the provider, shall belong to the City and shall be shown as a separate line item on each invoice.

The Contractor shall submit invoices for the total number of hours of service provided to the City no more frequently than monthly, and the City shall review said invoice and reimburse the Contractor within 20 working days after receipt of a properly submitted invoice.

Additionally, the Contractor shall provide to the City within 25 days of the conclusion of any calendar month, the following reports as detailed in the RFP:

A monthly report showing total passenger trips, passenger revenue, package delivery revenue, total miles operated and total driver hours worked. The Contractor is also responsible for preparing and submitting to the City quarterly and annual reports required by the Wisconsin Department of Transportation.

The Contractor shall maintain and retain for a period of six years *or one year after the DOT program year audit is completed, whichever is longer*, driver logs and dispatch records to allow the City or the Wisconsin Department of Transportation to verify any data reported or billed to the City.

The City reserves the right to discontinue the contract's remaining option years at any time and may elect to re-bid the contract in whole or in part when changes in scheduled hours or hourly costs are not mutually acceptable between the Contractor and the City. Any such discontinuation of the contract shall have at least 120 days written notice to the Contractor, including the decision to not exercise an option year.

The City may terminate this contract with 120 days written notice to the Contractor. This contract shall not be assigned, transferred, or encumbered in any manner without the prior written consent of the City, which consent shall not be unreasonably withheld.

The maximum amount of funding for this contract shall be **\$576,826.30** based on **16,585** hours of service at the rate of **\$34.78** per hour, minus projected fare revenues. Option year rates will be determined based upon the percent change in the CPI-U from the preceding year applied to the current contract year price.

All Federal Certifications, Assurances and Clauses included in the RFP document and certified by the Contractor, including the RFP and addendums, shall be included in this contract by reference.

Except as above stated, this contract is binding upon and shall extend to the parties hereto and their respective successors and assigns.

*SIGNATURE PAGE*

**IN WITNESS WHEREOF**, the parties have caused these presents to be signed and sealed on the date first written below.

**City of Chippewa Falls**

BY:

\_\_\_\_\_  
Mayor Greg Hoffman  
City of Chippewa Falls

DATE:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Bridget Givens, City Clerk  
City of Chippewa Falls

DATE:

\_\_\_\_\_

*SIGNATURE PAGE*

**IN WITNESS WHEREOF**, the parties have caused these presents to be signed and sealed on the date first written below.

**Running, Inc.**

BY:

\_\_\_\_\_  
Richard D. Running, President  
Running, Inc.

DATE:

\_\_\_\_\_

# APPENDIX

## VEHICLE LEASE 2024 Between the City of Chippewa Falls & Running, Inc.

**WHEREAS**, The City of Chippewa Falls owns eight (8) vehicles purchased with a Grant of Federal funds under certain capital programs of the Federal Transit Administration; and

**WHEREAS**, Said vehicles shall be leased by the City of Chippewa Falls to **RUNNING, INC.** of Viroqua, Wisconsin, and operated by said lessee under the terms of the 2021-2022 Operating Contract with the City of Chippewa Falls to provide on-demand shared-ride transit service beginning January 1, 2024 and ceasing December 31, 2024.

**NOW, THEREFORE**, It is agreed by and between the City of Chippewa Falls (City) as Lessor, and **RUNNING, INC.**, as Lessee, as follows:

Lessor shall, and does hereby, lease the below listed vehicles to Lessee for the period January 1, 2024 through December 31, 2024, on the following terms and conditions:

1. Lessee shall lease said vehicles and operate the same in accordance with the Operating Contract with the City.
2. Lessee shall have control of said vehicles in accordance with this lease and the Operating Contract. To ensure that FTA funded vehicles in the Chippewa Falls Shared Ride Taxi (CFSRT) fleet remain available to be used only for the purpose of providing CFSRT transportation throughout the useful life of the vehicles until disposition, Running, Inc. acknowledges that the City-owned program vehicles, which are leased to Running, Inc., have been purchased through Federal, State and Local funds/grants, and said vehicles may not be used by Running, Inc. for any purposes other than CFSRT Program services. Lessee shall, at all times, comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in FTA's Master Agreement, as they may be amended or promulgated from time to time during the term of this agreement.
3. Lessee shall provide, in accordance with the 2021-2022 Operating Contract and as set forth below, the maintenance of said vehicles.
4. Insurance
  - a. Running, Inc. shall be responsible for securing and maintaining in full force and effect at all times during the term of the Lease agreement an insurance policy, or policies, which designate both Running, Inc. and the City of Chippewa Falls as a named insured against all liability resulting from injury occurring to persons or property by reasons of the operations of Running, Inc. pursuant to the Operating Contract. Running, Inc., or its designee will provide certificates of coverage to the City.
  - b. Types of insurance are exemplified in (a.) and (b.) to be maintained by Running, Inc. per the Amount of Coverage shown below. If a different type of coverage is chosen other than outlined in (a.) or (b.), the overall coverage amounts must be equal to or greater than the aggregate value of \$1,000,000.

## APPENDIX

<u>Type of Coverage:</u>	<u>Amount of Coverage:</u>
Automobile Liability	
Bodily Injury, Per Accident	\$500,000.00 minimum
Bodily Injury, Per Person	\$250,000.00 minimum
Property Damage	\$250,000.00 minimum
Combined Single Limit	\$1,000,000.00 minimum

- c. In addition to liability insurance, Running, Inc. shall carry physical damage insurance on the vehicles leased from the City for an amount equal to the Fair Market Value of the vehicles. Running, Inc. shall also maintain and keep in full force and effect Workmen's Compensation Insurance in the amounts and form required by the Workmen's Compensation Insurance Act and insurance laws of the State of Wisconsin. Running, Inc. shall provide proof of insurances prior to the effective date of the contract.
- d. Unless otherwise agreed to in writing by the City, insurance is to be placed with insurers who have a Best's Insurance Reports rating of no less than A- and a financial size of no less than Class VIII, and who are authorized as an admitted insurance company in the State of Wisconsin.
- e. The City of Chippewa Falls, Wisconsin, including their trustees, directors, elected or appointed officials, officers, agents and employees, shall be named as additional insureds on all Running, Inc. Commercial General Liability and Umbrella Liability policies for liability arising out of the project work:
- f. The Commercial General Liability coverage for these additional insureds shall be on a primary and non-contributory basis. The Commercial General Liability policy shall provide that any insurance maintained by the additional insureds is excess and non-contributing with any insurance required hereunder. The insurance coverage for the additional insureds shall be at least as broad as that provided by the Additional Insured-Designated Person or Organization Endorsement, Insurance Services Office Form #CG 20 26 11 85, or the most recently approved State of Wisconsin version of this form.
- g. The Commercial General Liability coverage will include as an additional insured any state or political subdivision for which the state or political subdivision has issued a permit. Coverage will be at least as broad as the Additional Insured – State or Political Subdivisions – Permit Endorsement, Insurance Services Office Form No. CG 20 12 11 85, or the most recently approved State of Wisconsin version of this form. This coverage will be primary and non-contributory for the state or political subdivision. The policy shall provide that any insurance maintained by the state or political subdivision is excess and non-contributory with any insurance required hereunder.
- h. Running, Inc. shall require any of their contractors, subcontractors, or subcontractors to maintain insurance of the same kind, terms, and conditions as required of Running, Inc. described above.



## APPENDIX

5. Additional Insurance Requirements
  - a. All deductibles or other forms of retention are the responsibility of Running, Inc. All deductibles or other forms of retention are subject to the approval of the City.
  - b. Prior to being permitted to engage upon the work, Running, Inc. shall furnish the City with Certificates of Insurance, which evidence the required insurance or certified copies of the insurance policies. If coverage is evidenced by Certificates of Insurance, Running, Inc. must provide certified copies of the insurance policies within ninety (90) days after commencing work.
  - c. Not less than two (2) business days after the expiration of the insurance coverage required by the Running, Inc., Running, Inc. must provide the City of Chippewa Falls with Certificates of Insurance which evidence renewal or continuation of the required insurance policies or certified copies of insurance policies. If renewal coverage is evidenced by Certificates of Insurance, Running, Inc. must provide the City of Chippewa Falls with certified copies of the required insurance policies within ninety (90) days of the renewal of coverage.
  - d. Upon failure to provide such evidence of coverage and/or policies or certified copies of insurance policies within the time periods required, the City has the authority to:
    - i. Order Running, Inc. to cease all operations until the required documents have been provided;
    - ii. Obtain, at the City's sole option, the necessary insurance and pay the premium thereof. Such premium shall be repaid to the City by Running, Inc., or the City can deduct the insurance premiums from amounts owed to Running, Inc.
    - iii. Find Running, Inc. in material breach and default under this Lease and the Operating Contract.
  - e. Neither the issuance of any insurance policy hereunder, nor the minimum limits specified herein, with respect to Running, Inc. insurance coverage, shall be deemed to limit or restrict in any way Running, Inc. liability in connection with or arising out of its obligations under this Contract.
6. The use and operating characteristics of the leased vehicles shall include:
  - a. The City of Chippewa Falls shall maintain the ownership and the vehicle title of the vehicle.
  - b. The vehicle shall only be used within the parameters of the CFSRT Program as outlined in the Operating Contract between the Lessor and the Lessee. The vehicles may travel outside the city limits for vehicle service.
7. The Lessee shall be responsible for all vehicle maintenance and repair as follows:
  - a. At a minimum, vehicle maintenance shall be performed in conformance with the manufacturer's warranty requirements and recommended maintenance procedures.

## APPENDIX

- b. Lessee shall complete a checklist, as prepared by Lessee, of the maintenance performed during the contract period. The checklist shall be available for inspection by the Lessor upon request and shall be filed with the City Transit Office at the end of the calendar year.
  - c. Lessee shall maintain a log of all repairs and/or maintenance activities to the vehicle, which occur beyond those required by the manufacturer's warranty requirements. The log shall list the type of repair/maintenance, the date, and cost.
  - d. Lessee shall submit to the Transit Office, each quarter, a Vehicle Maintenance Report that, at a minimum, lists the preventative maintenance performed verifying that vehicle maintenance is being conducted in accordance with the Vehicle Maintenance Plan. The report shall describe the work performed, the mileage of the vehicle, and the report shall state the percentage of vehicles that have had the required maintenance performed in conformance with the Vehicle Maintenance Plan and FTA Requirements.
8. The Lessee shall report all crashes or other incidents involving any leased vehicle resulting in any property damage or injury to any person. A report of any incident shall be filed with the City Transit Office and shall include the type of incident (both vehicle and personal injury), who was involved, the cause of the incident, and the final disposition of the incident.
9. The Lessee shall be responsible for training all operators of leased vehicles to ensure that each operator is fully aware of the vehicle operating characteristics, use of the wheelchair securement system, and passenger assistance techniques. The Lessee shall submit procedures used to comply with the training requirements to the City Transit Manager for approval.
10. The Lessee shall maintain and submit vehicle use records as required by the Federal Transit Administration and the Lessor. At a minimum, the following records will be kept for said vehicle:
  - a. A daily mileage log to be filed with the City Transit Office.
  - b. The Drivers Daily Schedule to be completed and submitted, as required by the Specifications.
11. Lessee shall pay to the Lessor, as rental payments for said vehicles, the sum of one (\$1.00) Dollar.
12. In the event of a default on the part of the Lessee in the payment of the rental required hereunder, or by its failure to perform any of its other obligations, the Lessor may, at its option, declare this lease terminated and may take immediate possession of the vehicle leased hereunder, without notice.
13. This agreement for said vehicle lease may be discontinued by the Lessor if anticipated State 85.20 Funding and/or Section 5307 Federal Funding is not received or is canceled during the contracted time.
14. The following vehicles are covered by this Lease Agreement:

# APPENDIX

Model Year	Make	Model	VIN #
2017	Dodge	Caravan	2C7WDGBG7HR802230
2019	Dodge	Caravan	2C4RDGBG5KR649056
2019	Dodge	Caravan	2C7WDGBG9KR779508
2019	Dodge	Caravan	2C7WDGBGSKR801150
2019	Dodge	Caravan	2C7WDGBGSKR801083
2020	Dodge	Caravan	2C4RDGBG3LR197996
2019	Dodge	Caravan	2C7WDGBGXKR793739
2022	Chrysler	Voyager LX	2C4RC1CG7NR224182

This list will be updated by amendment to this Lease agreement as vehicles are retired from service, at the sole discretion of the City, and new vehicles added to the leased fleet.

**IN WITNESS WHEREOF**, The parties have caused these presents to be signed and sealed on the date first written below.

**BY:**

\_\_\_\_\_  
Gregory Hoffman, MAYOR

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Bridget Givens, CITY CLERK

\_\_\_\_\_  
Date

**For Running, Inc.:**

\_\_\_\_\_  
Richard Running

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2024 Administrative Services Agreement  
Between City of Chippewa Falls  
and the  
West Central Wisconsin Regional Planning Commission**

***I. Introduction***

This agreement is entered into by and between the West Central Wisconsin Regional Planning Commission (hereinafter referred to as the Commission) and City of Chippewa Falls, Wisconsin (hereinafter referred to as the City).

Witnesseth That:

WHEREAS, the Commission is a regional planning agency duly constituted pursuant to the provisions of Section 66.0309, Wisconsin Statutes, that is authorized to enter into contracts to provide technical assistance to local governments and/or private entities; and

WHEREAS, the City of Chippewa Falls is a subrecipient of Federal Transit Administration Section 5307 Urbanized Area Formula Grants, as administered through the Wisconsin Department of Administration, in addition to Urban Mass Transit Operating Assistance Program funding, as per Wisconsin Statutes 85.20, and other Federal and State transit related funding to meet capital, operating, and planning needs of the Chippewa Falls Shared Ride Taxi System (SRT); and

WHEREAS, the City has determined that, in order to administer the funding and operation of the SRT in an efficient, economical, and effective manner, it is necessary to procure professional administrative and grant management services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as hereinafter set forth, the parties to this agreement do hereby agree to the following:

***II. Scope of Services to be Performed by the Commission***

The Commission will work with City staff to assure compliance with all grant requirements as specified in the grant agreements with the Federal Transit Administration and the Wisconsin Department of Transportation. Commission duties include:

- A. Compile and submit annual State and Federal Operating Assistance Funding Applications.
- B. Prepare State and Federal quarterly reports - operating statistics, expenses and revenues.
- C. Implement program in conformance with all State and Federal regulations.
- D. Maintain all contracts between the City and FTA, the City and State, and the City and the Service Provider.
- E. Maintain all program elements for Triennial Review.
- F. Maintain records and provide records as needed for annual State audits.
- G. Prepare and submit required City annual budget documents.
- H. Staff and administer Chippewa Falls Transit Board.
- I. Administer annual budget.
- J. Attend required State and Federal training meetings and conferences.
- K. Maintain records and provide records as needed for annual City audits.
- L. Execute any contract and budget negotiation with service provider in non-bidding years.
- M. Respond to and work with service provider to resolve client complaints.
- N. Monitor contractor performance, insuring conformance with all State and Federal regulations.
- O. Facilitate the purchase of vehicles with federal and local funding, coordinated through WisDOT.
- P. Utilize local vehicle auction facility to sell vehicles taken out of service.
- Q. Prepare all program and capital bid documents, following all bidding policy requirements.

### **III. Responsibilities of the City**

- A. The City will have final responsibility for compliance with all FTA and WisDOT grant requirements as specified in the grant agreement with the Department of Administration and the City.
- B. The City agrees that its officers, elected officials, employees and members of its assigned committees will cooperate with Commission staff in the performance of the services specified in this agreement. The City further agrees to make available files and records related to the administration and operation of the SRT program.
- C. The City will be responsible for an audit of the SRT records, if required, and for the cost of public meetings and notices.
- D. The City will review and approve all contracts and agreements.
- E. The City will maintain daily face-to-face consumer functions of the SRT program, such as any and all certifications of riders and companions/assistants eligibility.
- F. The City will coordinate relevant City budget requirements with WCWRPC.
- G. Transition of agreements and authorizations, as necessary, with State and Federal funding agencies.
- H. Requisition and receive all state and federal funding.
- I. Make all payments, as reviewed by WCWRPC, to service provider.

### **IV. Time Schedule**

- A. The aforementioned services will coincide with the term of the contract between the Federal Transit Administration and Wisconsin Department of Transportation and the City, January 1, 2024 through December 31, 2024, unless such period is amended by mutual agreement between the parties to this agreement.
- B. The Commission and the City shall reserve the right to cancel this agreement upon thirty (30) days notice to either party if either party determines that the other party has not performed properly in any substantial respect or if either party determines that the other party has failed, neglected or refused to carry out the terms of this agreement.

### **V. Financial Payments**

- A. It is expressly agreed by and between the parties to this agreement that the aforementioned services will be provided on an hourly basis, at a cost not to exceed \$40,000.00, unless mutually agreed upon by both parties. The hourly rate is inclusive of staff wages, fringe benefits, and overhead tied to the service provision.
- B. Payments will be made to the Commission by the City in response to invoices submitted quarterly by the Commission.
- C. The services to be completed by the Commission under this agreement shall be performed in a reasonable and professional manner, acceptable to the City and its staff.
- D. In the event that the City decides to discontinue work on the contract before its completion, due to no fault on the part of the Commission, the Commission will charge the City only for work completed.

### **VI. Title VI Non-Discrimination**

During the performance of this contract, the contractor assures that no person shall on the grounds of race, color, religion, national origin, sex, disability, or veteran status as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (P.L. 100.259), and the U.S. Department of Transportation implementing regulations be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination in the execution of this contract. The Commission's services will also be performed in accordance with the *City of Chippewa Falls Shared Ride Transit Program Title VI Plan—Language Assistance Plan and Public Participation Plan* adopted July 20, 2021 (see Appendix 5).

## ***VII. Miscellaneous Provisions***

- A. It is hereby understood and agreed upon by both parties thereto that this agreement is as and for the provision of certain, defined services, as set forth in Section II. In this respect and in its capacity under this agreement, the Commission and its employees, agents and officers are performing on an independent contractor basis and in no event shall the Commission, its agents, employees or officers be considered to constitute agents, employees, or officers of the City.
- B. The Commission shall not assign, transfer or subcontract this agreement without the approval of the City.
- C. This agreement may be modified or amended in writing by mutual agreement of the Commission and the City.
- D. The Commission shall furnish full workman's compensation coverage for all Commission employees.
- E. In the event that any problems or disputes arise as to the nature of the obligations enumerated within this agreement or as to the quantity and quality of performance, the parties shall first attempt to resolve the said dispute by arranging for a conference to be held for that purpose. In the event that resolution is not effectuated in such manner, the parties hereby agree to submit the problem or dispute to binding arbitration before an arbitrator to be mutually agreed upon by the parties hereto.
- F. The City and the Commission certify that no payment of money or any form of consideration has been offered to or given to a City employee for the purpose of procuring this agreement.
- G. All communications to the Commission concerning the terms and/or performance under this agreement shall be made to Scott Allen, Executive Director and all communication pertaining hereto to the City shall be made to Gregory Hoffman, Mayor; Lynne Bauer, City Finance Manager/Treasurer; or Brad Hentschel, Planner.
- H. Each person signing this agreement personally warrants and represents that he or she is duly authorized and empowered to enter into this agreement.
- I. This document includes Appendixes 1-5. Signatures to this agreement must abide by the local, state, and/or federal language included in each.

*SIGNATURE PAGE*

IN WITNESS WHEREOF, the City of Chippewa Falls and the West Central Wisconsin Regional Planning Commission execute this agreement.

**City Chippewa Falls**

\_\_\_\_\_  
Gregory Hoffman, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lynne Bauer, Finance Manager/Treasurer

\_\_\_\_\_  
Date

*SIGNATURE PAGE*

IN WITNESS WHEREOF, the City of Chippewa Falls and the West Central Wisconsin Regional Planning Commission execute this agreement.

**West Central Wisconsin Regional  
Planning Commission**

\_\_\_\_\_  
Louie Okey, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joe Waichulis, Jr. , Secretary/Treasurer

\_\_\_\_\_  
Date



# Appendix 1

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

## **1. Compliance with Regulations**

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

## **2. Non-discrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

## **3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

## **4. Information and Reports**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WISDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

## **5. Sanctions for Non-compliance**

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

## **6. Incorporation of Provisions**

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request WISDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

## Appendix 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

### GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the State of Wisconsin will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with an in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation WISDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the State of Wisconsin all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

### HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the State of Wisconsin, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the State of Wisconsin, its successors, and assigns.

The State of Wisconsin, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)\* (2) that the state of Wisconsin, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.<sup>1</sup>

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<sup>1</sup> Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

## Appendix 3

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Sub-Recipient pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Wisconsin State Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.