CITY OF CHIPPEWA FALLS, WISCONSIN

NOTICE OF PUBLIC MEETING

In accordance with the provisions of the Wisconsin State Statutes, Sec. 19.84, notice is hereby given that a public meeting of:

Committee #3 Transportation, Construction, Public Safety and Traffic

Will be held on Wednesday, October 9, 2024 at 5:30 pm, Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Items of business to be discussed or acted upon at this meeting are shown on the agenda below:

- 1. Open Session
- 2. Discuss variance request from the Wisconsin Farmers Union Service Association (Market on River) of Code Section, §12.03(6) of the Chippewa Falls Municipal Code relative to Beer Gardens. Possible recommendations to the Council.
- 3. Discuss the request of Wisconsin Farmers Union Service Association (Market on River) to utilize two "Class B" Alcohol Beverage Licenses for one location, 128 W River Street. Possible recommendations to the Council.
- 4. Discuss removal of ash trees in City Boulevards. Possible recommendations to the Council.
- 5. Update from Chippewa Falls Police Department concerning calls to licensed establishments relative to their alcohol beverage licenses. Possible recommendations to the Council.
- 6. Discuss agreement between the Chippewa Humane Association and the City of Chippewa Falls. Possible recommendations to the Council.
- 7. Discuss Agreement for Repair Work on Municipal Emergency Service Vehicles between the City of Chippewa Falls Fire and Emergency Services Department and the City of Eau Claire Fire Department. Possible recommendations to the Council.
- 8. 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. 2025 EMS per capita rates

May return to Open Session for possible action on Closed Session item.

9. Adjournment.

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE CITY COUNCIL MAY BE PRESENT AT THIS MEETING TO GATHER INFORMATION ABOUT A SUBJECT OVER WHICH THEY HAVE DECISION MAKING RESPONSIBILITY.

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 City Hall bulletin board and a copy has been given to the Chippewa Herald on October 7, 2024 at 11:30 am by BNG.



ANNUAL OUTDOOR BEER GARDEN APPLICATION

Renewal	New Applicant	
Name of Applicant: Wisconsin Farmers Union Service Association. DBA: Market on River	Address of Applicant: 128 w River Street Chippewa Falls, WI 54729	
Telephone Number (Applicant): 715-450-4322	Trade Name: Market on River	Telephone Number (Premises): 715-723-5561
our private parking lot. The are is where guest and customers	ises: Itdoor patio area on the Eastside of steps to enter the patio area as well will have the option to take their food the sights of downtown and Chipped	as an ADĂ ramp. Ťhis location d and beverages outside during
Owner of Premises: (If application owner) Wisconsin Farmers Union, Serv	ant does not own premises, require price Association	proof of knowledge/approval of
parking spaces and beer garde	A scaled plan indicating property boun n area must be submitted for review encing type and height, gates, illumin changes.	. Please include other
Inspection and Approval:		
Police Department		Approved Denied
Inspection Department		Approved Denied
Fire Department		Approved Denied
Date of Council Approval		Approved Denied



ANNUAL OUTDOOR BEER GARDEN APPLICATION

OUTDOOR BEER GARDEN INFORMATION SHEET

This information sheet is intended to aid the applicant by clarifying compliance issues common to outdoor beer gardens. This information sheet is not intended to address all compliance issues, but rather is a starting point to work from. Because each business is unique, other factors will also be evaluated.

During the permit process, you will likely be inspected by the City Building Inspector, Fire Inspector, and the Police Department. If you have any questions, please contact any of these departments for further information.

General Guidelines

Applicants must comply with City Ordinance 12.03, City building codes and fire codes.

In addition, the following factors will be examined:

- The beer garden area must be described on the existing Class "B" License.
- The beer garden must be owned or leased by the licensee.
- Access to the beer garden must only be through the main (indoor) entrance to the Class "B" licensed premises. In other words, the beer garden must be attached to the main business and entry to the garden is only from the main business area.
- The capacity limits are calculated based on the main business area. Beer garden areas do not increase the capacity limit.
- Fencing should be of a permanent nature and be constructed to prevent the "pass through" of alcoholic beverages.
- Solid fencing or installed slats are to be used when facing or abutting a residential neighborhood.
- All emergency exit gates that are required must be equipped with panic hardware and alarms that operate when opened.
- Employees of the establishment must be able to easily view/supervise the beer garden area (either direct line of sight and/or by camera).
- Flooring/decking must be of a non-combustible material.
- No extension cord use.
- Fire extinguisher must be immediately accessible.
- Sufficient illumination. Lighting must be approved for outdoor use and properly installed.
- No makeshift roof or shelter within the beer garden including temporary tents, tarps, etc.
- A diagram or plan depicting the outdoor beer garden must accompany the application. Once the outdoor beer garden has been established, it must remain consistent with the diagram/plan on file. Changes may place the owner in violation of other regulations.
- A re-inspection will be necessary if a structure is dismantled and re-constructed during the license year. (i.e., fencing torn down during winter season and put back up in the spring).

For more information, please contact:

Building Inspector, Paul Lasiewicz: 715-726-2752

Fire Inspector: 715-723-5710 Police Chief: 715-723-4424



ANNUAL OUTDOOR BEER GARDEN APPLICATION

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

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

The patio is 42" above the sidewalk level and is protected by a 42" tall, horizontal cable guardrail. That meets their 7' tall fence requirement. ADA-accessible ramp to the patio without gates. Lighting includes recessed lights underneath the canopy, wall pack lights, and a light pole to illuminate the parking lot.

PROJECT NO. 22.23352 ARCHITECTURAL SITE PLAN 138 W. RIVER STREET CHIPPEWA FALLS, WI 64729

МЕИ RIVERFRONT RENOVATION



VECHILECTURE " INTERIORS " MANAGEMENT

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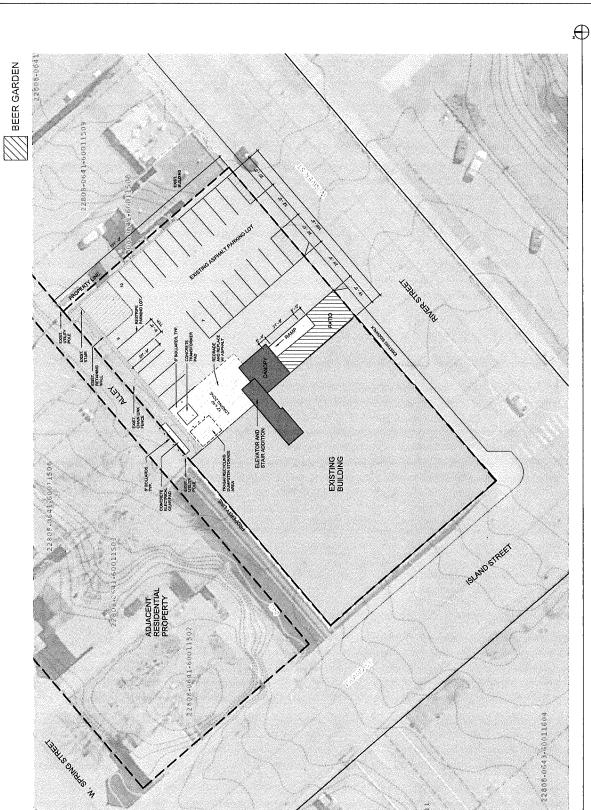












HUMANE ASSOCIATION

PO Box 562 Chippewa Falls, WI 54729 Tele: 715-861-5748

Director@chippewahumane.com

September 7, 2025

Ryan Douglas Chief of Police 210 Island Street Chippewa Falls, WI 54729

Dear Chief Douglas,

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 2025. 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 2025 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, 2025. Our rate for 2025 will remain at a flat per capita rate of \$1.15 per the 2020 census received from the Wisconsin Department of Administration. No additional payment will be needed for 2025 once we receive your fee. Please note we have not raised our rates since 2020 which are approximately 30% lower than other regional shelters. We are, however, considering a rate increase for calendar year 2026 and you will be notified in spring 2025 so you can plan your budget accordingly.

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 2025

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

Ryan Douglas, Chief of Police, on behalf of the City of Chippewa Falls

Parties:

This Agreement is made as of January 1, 2025 by and among the following parties:

Pam Gibbs, on behalf of the Chippewa Humane Association and
Ryan Douglas, 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 Statues.

2. Terms and Conditions:

A. This contract will begin on January 1, 2025 and will terminate on December 31, 2025.

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 Statues. 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 2025 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 2025

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 2025. SELECT ONE CHA will accept stray animals from the City of Chippewa Falls authorized personnel only.				
G.	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 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, 2025 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, 2025. 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 Stat 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				
	Ryan Douglas, Chief of Police Date				



Print Name

Chippewa Humane Association 2025 Contact Information for the City of Chippewa Falls

PLEASE COMPLETE REGARDLESS IF YOU CONTRACT WITH US OR NOT.

Please complete this form including at least one public contact number. as indicated in each section. We ask that each municipality complete th contracting status with the Chippewa Humane. Please contact Sam Wojcik, Sneiter Director, at 715-861-5748 or by email at: director@chippewahumane.com with questions.

Please return this form to Chippewa Humane Association P.O. Box 562 Chippewa Falls, WI 54729

	Name of Department or Person		Number to call for assistance
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2			
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re	garding animals in need in your Name of Department or Person	Number to call for assistance	Email Address
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D	ateid you choose to contract with C		vices in 2025?
D			vices in 2025?
D	d you choose to contract with C	Chippewa Humane for Ser	vices in 2025?

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 l)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 in 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.

AGREEMENT FOR REPAIR WORK ON MUNICIPAL EMERGENCY SERVICE VEHICLES

This Agreement for Repair Work on Municipal Emergency Service Vehicles ("Agreement") is entered into by and between the City of Eau Claire, Fire Department ("Eau Claire") and City of Chippewa Falls, Fire and Emergency Services Department ("Chippewa Falls"), collectively referred to herein as the "Parties", effective this 16th day of July, 2024 ("Effective Date").

RECITALS

WHEREAS, Eau Claire maintains a staff member for the purpose of repairing Eau Claire's fire apparatus, ambulances, cars, and trucks ("Emergency Vehicles") intended for emergency response purposes; and

WHEREAS, Chippewa Falls owns Emergency Vehicles for service within its own municipal borders; and

WHEREAS, Chippewa Falls has requested that Eau Claire perform maintenance and mechanical repairs on its Emergency Vehicles; and

WHEREAS, Eau Claire, subject to staffing availability, may conduct such maintenance and repairs for Chippewa Falls' Emergency Vehicles.

THEREFORE, the Parties hereby agree as follows:

- 1. Recitals. The above Recitals are hereby incorporated and form a part of this Agreement.
- 2. **Term**. This Agreement shall be in effect from the Effective Date for a period of one year. On written agreement of both parties, the Agreement may be extended for one five-year term. This Agreement may be terminated by 60 days written notice by either party.
- 3. **Scope of Services**. Eau Claire shall provide maintenance and mechanical repairs for Chippewa Falls Emergency Vehicles on an as-available basis. Chippewa Falls understands that Eau Claire employees shall service Eau Claire's vehicles as a first priority and even agreement to undertake the work contemplated by this Agreement does not guarantee completion on any given timeline. Chippewa Falls shall contact Eau Claire prior to delivery of an Emergency Vehicle for repair to ensure availability of personnel and space for such Emergency Vehicle. Contact prior to delivery may be executed via phone or email.
- 4. **Fees**. Services shall be billed at the rate listed in the attached Exhibit A, which is subject to review and change with 60 days' notice by Eau Claire. Invoices shall be paid within 30 days of receipt. Any overdue invoices shall result in Eau Claire's refusal to complete more work for Chippewa Falls until all charges are fully paid.
- 5. Waiver of Liability. Chippewa Falls shall hold Eau Claire harmless for any damage to Chippewa Falls' Emergency Vehicles while such vehicle is in the care and custody of Eau Claire except for any recklessness on the part of Eau Claire. Chippewa Falls shall hold Eau Claire harmless for any property damage to the Emergency Vehicle or another party's property related to the work performed by Eau Claire and for any bodily injury related to the work performed by Eau Claire.

Eau Claire:	Chippewa Falls:
City of Eau Claire	
Attn: City Clerk	
203 S. Farwell St.	
Eau Claire, WI 54701	
IN WITNESS WHEREOF, the Parties being fully understand of the terms herein, set their hand	authorized to do so, and being in full agreement and sand seals hereto.
CITY OF EAU CLAIRE FIRE DEPARTMENT	
By:	
Matt Jaggar, Fire Chief	
City of Chippewa Falls, Fire and Emergency Se	rvices Department
By:	
Jason Thom, Fire Chief	

6. **Notices.** Any notice required under this Agreement shall be delivered to:



Eau Claire Fire Department

216 S. Dewey Street, Eau Claire, WI 54701 Phone: 715.839.5012 * Fax: 715.839.1696 * Email: ecfire@eauclairewi.gov



Matthew J. Jaggar Fire Chief 715.839.5012

Jon M. Schultz
Deputy Chief
715.839.5024

Robert S. Haller Deputy Chief 715.839.2911

Tony M. Biasi Deputy Chief 715.839.5015

Administration 715.839.5012

Inspections / Investigations 715.839.4825

2024 ECFD Fire Mechanic Services

Emergency Vehicle Technician (EVT) Labor Service Rate \$150/hr

> Parts Management 20% markup on parts

EVT Oil Change/Lube Service

Apparatus – \$150/hr plus materials Light Truck/SUV/Car – \$100/hr plus materials* *(applied as \$50/hr discount on EVT rate)

Mobile Mechanic Service

\$100 trip charge within 25 miles of Eau Claire \$150/hr EVT labor service rate

Pump Testing

\$300 – 1500GPM and less (2 EVT hours) \$450 – 1750GPM and over (3 EVT hours)

DOT Inspection \$90

Contact information to schedule an appointment is below:

Fire Mechanic Joe Solberg joseph.solberg@eauclairewi.gov (715) 559-8300 (cell)

Deputy Chief Tony Biasi tony.biasi@eauclairewi.gov (715) 839-5015