

# 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 Monday, November 18, 2024 at 5:15 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. **Discuss the Intoxicating Liquor License of Glen Loch Saloon, LLC (Glen Loch Saloon) in relation to City Ordinance 12.03(12) Discontinuation of Business. Possible recommendations to the Council.**
2. **Discuss Sidewalk Use Permit Application from Kathleen Enersen of Dressed Up to place a flag on the sidewalk adjacent to the business located at 15 W Central Street during business hours. Possible recommendations to the Council.**
3. **Discuss maintenance agreement between the City of Chippewa Falls Fire and Emergency Services Department and the City of Eau Claire Fire Department. Possible recommendations to the Council.**
4. **Discuss Municipal Intergovernmental Cooperative Agreement with the West Central Drug Task Force. Possible recommendations to the Council.**
5. **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 November 15, 2024 at 7:50 am by BNG.

(12) DISCONTINUATION OF BUSINESS. (Cr. #2011-05) In the event that a license is granted or issued or renewed which is associated with a described premise or premises and the Intoxicating liquor license holder does not hold the described premise or premises open for the sale of Intoxicating liquor at least 20 hours per week, then in such event, within 2 months thereof the license holder shall present to the Chippewa Falls Common Council a written statement concerning future use of the Intoxicating liquor license. The Chippewa Falls Common Council may, by motion, require additional or supplemental written statements after receiving an initial written statement. Failure to present a written statement or failure to provide an additional or supplemental written statement or presentation of a written statement or an additional or supplemental written statement which is not in the public interest for continuation of the license may result in revocation or nonrenewal of the Intoxicating liquor license by the Chippewa Falls Common Council upon notice and hearing as procedurally set forth in §125.12, Wis. Stats. The Chippewa Falls Common Council may, for good cause shown, prior to the expiration of the 2-month period set forth above, grant up to an additional 2 months to provide the written statement required above and may extend any time limit for a required additional or supplemental written statement.



SIDEWALK USE PERMIT APPLICATION

Rec'd 10/28/24

<b>Name Of Applicant:</b> Kathleen Enersen	<b>Address Of Applicant:</b> 15. W. Central St. - Chippewa Falls
<b>Telephone Number:</b> 715-829-6275	<b>Date And Length Of Time Requested For Use Of Sidewalk:</b> 11/1/2024 - As long as store is in operation
<b>Description Of The Portion Of Sidewalk To Be Used:</b> Requesting to continue display of "Open" flag on a free standing pole inside of entryway - flag extends approximately 20' away from front of building.	
<b>Describe In Detail The Purpose For Which the Sidewalk Will Be Used:</b> Flag allows visibility from Bridge & Bay Streets to let customers know store is open, will only be out when store is open Tues-Thurs - 10:00 to 4:00 pm + occasionally for special events. Flag has been out after approval on Dec. 5, 2023	

The applicant agrees to indemnify, defend and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City on account of any injury to, or death of, any person or any damage to property caused by or resulting from the activities for which the permit is granted.

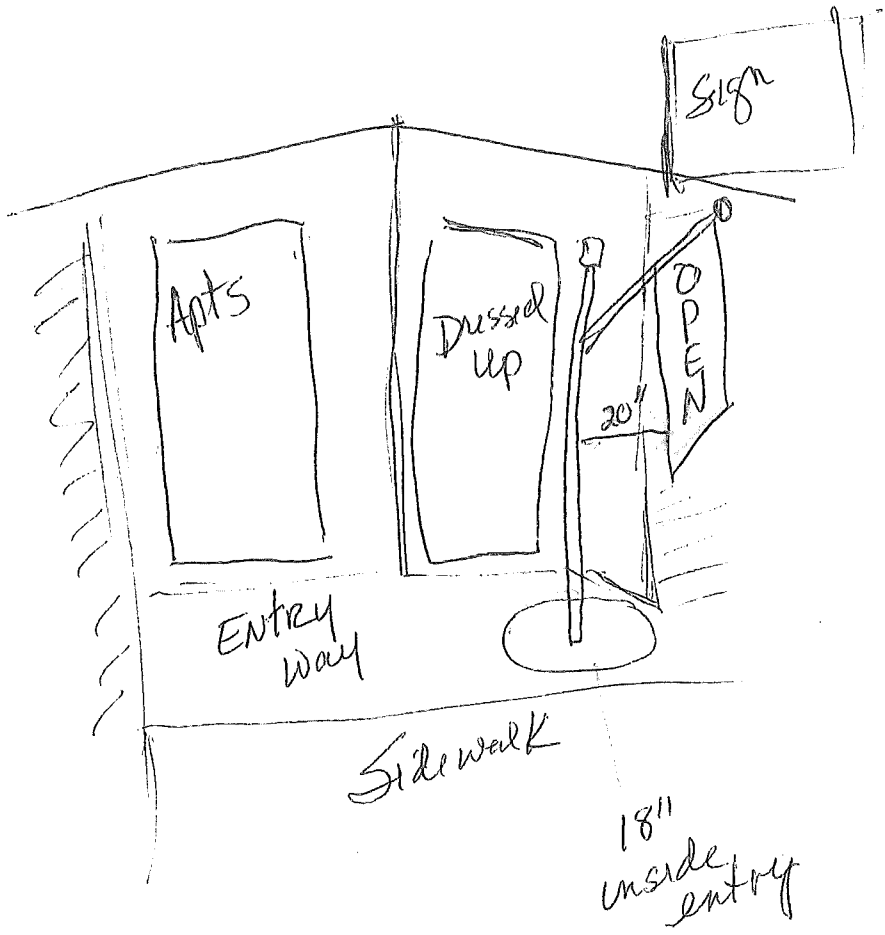
This Sidewalk Use Permit may be revoked by the City Council for any violation of any condition of such permit as set out in Ordinance 94-13, passed on May 17, 1994. Such revocation shall be after affording the permit holder a hearing before the City Council after service on the permit holder of notice of hearing at least 3 days but not more than 30 days from the date and service of the notice and a detailed statement of the facts alleged to constitute any such violation.

Bond Certificate and sketch of area to be used must be attached.

Signature of Business Owner Kathleen Enersen

Date Signed 10/22/24

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



Open Flag outside of Dressed Up!!

15 W Central St. Chippewa Falls

Displayed Tuesday, Wednesdays & Thursdays from 10 am - 4 pm & occasionally for special Sales or Events.



*Requesting permission to continue as long as store  
is in operation at this location.*

**MUNICIPAL INTERGOVERNMENTAL COOPERATIVE AGREEMENT  
WEST CENTRAL DRUG TASK FORCE**

**1. Designation of a Lead Agency**

The Eau Claire County Sheriff's Department is designated as the West Central Drug Task Force (WCDF) lead agency and responsible for preparing quarterly and annual reports on WCDF activities. In addition to supplying statistical data relative to these activities, the lead agency is responsible for preparation and administration of any and all grants awarded to the WCDF. The lead agency, working in conjunction with the WCDF Oversight Review Board (herein Oversight Review Board), will prepare budgets, determine equitable disbursements of grant funds, and serve as the financial disbursement manager.

**2. Assurance that a WCDF Oversight Review Board will be established, which will meet periodically and provide operational direction to the WCDF**

- A. The Oversight Review Board will be comprised of one (1) representative from each of the participating agencies. Each member agency shall designate an alternate representative to participate in the Oversight Committee if the primary representative is not available. An Oversight Committee Chairperson shall be selected from these representatives by a majority vote of agency participants representing a quorum of the membership. The Oversight Committee Chairperson shall conduct the Oversight Committee meetings. If the Oversight Committee Chairperson is absent from the meeting, the previous Chairperson shall conduct the meeting. If the Chairperson and the previous Chairperson are absent from the meeting, the attending membership shall appoint a Chairperson Protem.
- B. The Oversight Review Board shall meet a minimum of four (4) times per year, wherein an in-depth status report concerning WCDF's statistical information and activities will be given by the WCDF Supervisor.
- C. Oversight Review Board members will have an equal vote in decision-making processes concerning the operations of WCDF. If a quorum of members is not present, official business will be postponed until the next meeting where a quorum is met. Any discussion of the members present minutes shall be forwarded to those members not represented for information purposes only.

**3. Statement of function or mission of the WCDF**

- WHEREAS, the Counties of Eau Claire, Chippewa, Clark, Pepin, Dunn and Buffalo; the Cities of Menomonie, Chippewa Falls, Eau Claire, Altoona, Fall Creek, the University of Wisconsin – Eau Claire Police, the University of Wisconsin – Stout Police, the Wisconsin State Patrol and the Wisconsin Department of Criminal Investigation; 'the parties hereto' desire to enter into an agreement to provide for a regional drug task force; and
- WHEREAS, the undersigned law enforcement administrators of the parties hereto having recognized the need for a cooperative effort to effectively create a means to combat the illegal distribution, sale and use of controlled substances as defined in Chapter 961 (formerly 161) of the Wisconsin Statutes; and
- WHEREAS, Intergovernmental Cooperative Agreements are specifically authorized by Sections 59.52(7) and 66.30 Wis. Stats.

NOW, THEREFORE, the parties established the WCDF.

**4. Method of payment of salaries and benefits to WCDF members**

Wages and benefits will be paid to WCDF members by their respective departments, and use of sick days, vacation days, etc., will be subject to current labor agreements between the employees' departments and their respective governing bodies. Reimbursement for salaries (both regular and overtime) while on WCDF business shall be made in accordance with established percentage rates by the lead agency in response to payroll reports submitted by the individual investigators. Reimbursement shall be made by the lead agency only after receipt of applicable funds from the Department of Justice (DOJ). While on Task Force business, investigators will be

reimbursed by the WCDF for meal expenses incurred not to exceed the rates set by their respective departments. Receipts are only required per applicable department travel policy.

**5. The WCDF chain of command**

The WCDF Oversight Committee has the ultimate control of the Task Force. The Project Director and the Lead Agency handle WCDF administrative functions but are governed by the Oversight Committee. The Operational Supervisor is appointed by the Oversight Committee and is responsible for day-to-day operations of the Task Force. The full- and part-time investigator is appointed by his/her home agency and takes direction from the Oversight Committee through the Operational Supervisor as well as the supervisors from his/her own home agency.

**6. Training of Task Force Investigators**

Training of investigative personnel assigned to the WCDF will be coordinated through the employee's home agency. All employees assigned to the WCDF for criminal investigation shall complete a Basic Narcotics Investigation training within their first year of assignment. The costs associated with an investigator's Basic Narcotics Investigation training will be paid by the WCDF or reimbursed to the home agency of the employee after the training has been conducted. Agencies receiving this compensation will commit the services of an assigned investigator for a minimum of one year or be responsible to return the costs associated with this training to the WCDF.

Training records will be kept on file at the employing agency. Any other training that participation agencies may require (in-service, firearms, etc.) will be the responsibility of the employing agency.

**7. Method of payment of expenses for items such as: personnel, overtime, motor vehicles, etc.**

If grant dollars are obtained, proper use of grant funds and shares are divided equally amongst the agencies involved. The board will consider annually the amount each agency will receive based on FTE vs. PTE or numbers of hours worked by the agencies. The WCDF shall restore seized and forfeited vehicles to roadworthy condition before assigning the vehicle to a jurisdiction for use. A WCDF vehicle that is assigned to a jurisdiction will then be the responsibility of that jurisdiction for insurance, maintenance and upkeep unless the vehicle (due to age or accident) is beyond worth.

**8. Method of conducting investigations in various jurisdictions**

The main function of the WCDF is the coordination of information and enforcement as they pertain to drug laws. To these ends, the WCDF will act as a resource to the affected jurisdiction providing manpower, equipment, and expertise to help the jurisdiction enforce these laws. Where at all possible, the WCDF will operate with the full knowledge and cooperation of the local jurisdictions affected. Due to the jurisdictional aspects of a WCDF operation, a local law enforcement officer (either WCDF affiliated or not) operates as an investigative liaison coordinating judicial, support services, as well as local enforcement efforts. When operating outside the WCDF jurisdiction, the WCDF will coordinate its efforts through other WCDF operations as well as local, state and federal authorities.

**9. Assurance that any items of equipment purchased with grant funds will be shared equally by all participating agencies and an indication of how such equipment would be distributed and made available**

All items purchased with grant funds, specifically supplying the WCDF, will be shared equally by all participating agencies. Distribution of equipment will be made first by need, then by usage (i.e. full-time then part-time agencies).

**10. Assurances that each party required to submit uniform crime reports or other data to DOJ will do so in a timely manner**

The WCDF will do everything within its ability to have the member agencies submit required data to DOJ Bureau of Justice Information and Analysis. If a member is delinquent in submitting required data, a notice is sent to the

Project Director and the delinquency is brought up during the next WCDTF Oversight Committee meeting for correction.

**11. Assurance that one of the participating agencies will become a member of the Mid-States Organized Crime Information Center (MOCIC)**

The WCDTF will continue to have at least one of its member agencies participate in the Mid-State Organized Crime Information center (MOCIC).

**12. Assurance of compliance with DOJ Confidential Fund and Use of Program Income Generated by Seizures and Forfeiture guidelines**

The WCDTF will continue to comply with DOJ Confidential Fund and Use of Program Income Generated by Seizures and Forfeiture guidelines.

In the event of an individual Federal Asset Forfeiture Action exceeding \$250,000.00, the amount of the forfeiture exceeding \$250,000.00 will be split between the participating agencies that have investigators assigned to the WCDTF. Each participating agency will receive one share of the forfeiture for each full-time investigator assigned. Agencies with a part-time investigator will receive one-half share of the funds. In the event this forfeiture originates in a member agency's jurisdiction without a full-time or part-time assigned investigator, one full share of this forfeiture shall be awarded to that agency. Agencies that receive funds in the manner prescribed will receive them directly through the Federal Asset Forfeiture Program. Agencies receiving these funds shall comply with the Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies. Participating agencies will also be required to maintain user accounts in the Federal Asset Forfeiture and keep those accounts in Compliant Status. Failure to comply with the requirements stated in this paragraph will result in an agency being excluded from sharing in such a forfeiture action.

**13. Assurance that no anti-drug abuse funds be authorized for the purchase of radio, newspaper or other public media advertising or announcements**

The WCDTF will not use anti-drug abuse funds for the purchase of radio, newspaper or other public media advertising or announcement.

**14. Assurance that applicants will provide DOJ whenever applicable, within 30 days from the date of conviction, the certified records of aliens who have been convicted of violating the criminal laws of the state**

The WCDTF shall transmit certified records of conviction no later than thirty days after such conviction is entered of record for aliens found guilty of violation of state criminal drug laws.

**15. Assurance that program income generated from the sale of seized and forfeited assets (personal or real property) or from seized and forfeited money resulting from WCDTF activities will remain within the WCDTF for allowable program purposes**

Income generated from the sale of seized and forfeited assets (personal or real property) or from seized and forfeited money resulting from WCDTF activities will remain within the WCDTF for allowable program purposes. Any vehicles, money and/or property seized pursuant to state and federal statutes shall be returned to WCDTF, unless the WCDTF Oversight Review Board determines that it should be proportionately disbursed among the participating jurisdictions. The first consideration, however, should be directed toward WCDTF.

**16. Assurance that all equipment purchased with DOJ grant funds will remain within the WCDTF.**

All equipment purchased with DOJ grant funds specifically funding the WCDTF will remain within the WCDTF and disposed of accordingly per grant guideline requirements.

**17. Any other provisions that ensure cooperation and effective coordination  
*The WCDTF Supervisor***



It shall be the duty and responsibility of the WCDTF Supervisor to:

- coordinate the day-to-day operations of WCDTF;
- prioritize assignments; scheduling duty hours;
- control disbursements of WCDTF funds;
- control informant registration and informant activities;
- arrange training for WCDTF members;
- maintain positive relations with law enforcement agencies involved with the WCDTF;
- review member reports and the progress of member caseloads;
- conduct member evaluations;
- arrange for local law enforcement agency training relative to drug investigations and identification;
- keep abreast of legal issues concerning the techniques of drug violation enforcement ;
- supply the WCDTF Oversight Review Board with up-to-date summaries of WCDTF activities;
- establish target files for those individuals who have shown a potential for high-volume drug distribution;
- classify a case as a target case when it has been determined that the individual(s) are distributing large quantities of controlled substances;
- when there is a realistic determination that the case can be resolved through arrest; and
- when a source has been developed who can supply adequate intelligence to reach a positive conclusion.

The WCDTF Oversight Committee shall select WCDTF Supervisors, and their status reviewed on an annual basis.

The WCDTF Supervisor will report directly to the WCDTF Oversight Review Board. In the event the WCDTF Supervisor is unable to fulfill his/her responsibilities due to absence such as illness, vacation, etc., the WCDTF Oversight Review Board shall appoint a replacement. This replacement shall be from a WCDTF member agency and shall have supervisory experience or training.

**18. Rights and Responsibilities of the Participating Agencies**

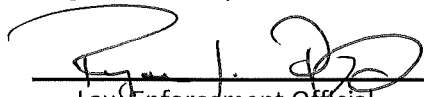
Each participating agency will reserve the right to rotate personnel assigned to WCDTF providing reasonable notice is given so as not to jeopardize ongoing investigations.

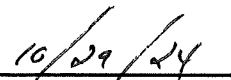
Each WCDTF participating agency will be responsible to indemnify only its employees and agents. Each WCDTF participating agency will be responsible to provide worker’s compensation coverage only for its employees and agents.

Any participating member of the WCDTF may withdraw from the WCDTF upon sixty (60) days written notice to the WCDTF Oversight Committee.

It is understood that members of WCDTF have read and understand the Statement of Purpose.

This Agreement represents the entire agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral.

  
 \_\_\_\_\_  
 Law Enforcement Official

  
 \_\_\_\_\_  
 Date of Signature

\_\_\_\_\_  
 County Board Chairperson/Mayor/City Manager

\_\_\_\_\_  
 Date of Signature

