



MINUTES
COMMITTEE #1
REVENUES, DISBURSEMENTS, WATER AND WASTEWATER
November 10, 2022

Committee #1 - Revenues, Disbursements, Water and Wastewater met on Thursday, November 10, 2022 at 8:30 am in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: Rob Kiefer, John Monarski, and Paul Nadreau.

Mayor/Other Council Members present: Mayor Hoffman

Others present: Finance Manager/Treasurer Lynne Bauer; City Engineer/Public Works Director/Utility Manager Rick Rubenzer; City Planner/Transit Manager Brad Hentschel; Police Chief Matt Kelm; Fire Chief Lee Douglas; Parks, Recreation and Forestry Director John Jimenez; Assistant City Engineer Bill McElroy; Police Lt. Ryan Douglas; Street and Utility Maintenance Manager Rick Ruf; and City Clerk Bridget Givens.

Call to Order: 8:30 am

1. Discuss funding for proposal from S.E.H. to inspect Bridgewater Avenue Bridge. Possible recommendations to the Council.

Wayne Krejci from Chippewa County did an initial inspection on the Bridgewater Avenue Bridge and suggested the City contract for a second opinion as to needed repairs. A proposal was received from SEH which was approved by the Board of Public Works pending funding consideration by Committee #1. It was noted that state funding would be utilized if possible, but due to the work being repair as opposed to replacement, it is not anticipated to qualify for state funding. Finance Manager/Treasurer Bauer advised that \$2,000 is included in the budget for bridge inspections each year. It has not been utilized the past couple of years.

Motion by Kiefer/Nadreau to recommend Council approve funding for the proposal from SEH to inspect the Bridgewater Avenue Bridge with funding to come from the bridge inspection account and the general fund. **All present voting aye, motion carried.**

2. Discuss options and funding for the fuel system. Possible recommendations to the Council.

The Committee had lengthy discussion regarding the cost, benefits, and detriments of installing a new fuel system at the Street Department or contracting with Chippewa County for fuel. The City has already borrowed \$250,000 for the system, and expended roughly \$60,000 for SEH to develop the plans and bid the project. The bids are good through December 20, 2022.

It was recommended this item be added to the upcoming Council Agenda for the entire Council to discuss and consider.

No action taken.

3. Discuss funding for safety measures at the Bridge to Wonderland Parade. Possible recommendations to the Council.

This item was discussed at Committee #3 who approved placing heavy equipment at the intersections for the upcoming parade pending determination of a funding source. The costs presented were for use of the equipment and the personnel to operate the equipment at an overtime rate. Street and Utility Maintenance Manager Ruf was concerned with his ability to find staff to come in on Saturday to perform the work. The Committee was not in favor of ordering staff in to cover the event, but directed Ruf to check with staff to gauge their interest voluntarily. As an alternative, Chief Kelm contacted Chippewa Yellow Bus who may be willing to place buses at the intersections, but he was not given a concrete fee for the service. The Committee directed Chief Kelm to get a firm price from Chippewa Yellow Bus to place buses at the intersections of the parade route.

It was recommended this item be added to the upcoming Council Agenda for the entire Council to discuss and consider.

No action taken.

4. Discuss fee structure and ordinance revisions related to proposed Passport Parking Program. Possible recommendations to the Council.

Chief Kelm advised that the parking ticket fees that had previously been approved did not include the \$3 in additional Passport fees. Kelm presented two spreadsheets to the Committee relative to the fee structure. After review, the Committee thought the fee for two-hour parking should be set at \$9 and the fee for 2:00 am – 6:00 am should be set at \$30.

Motion by Monarski/Kiefer to recommend Council approve the fee structure presented in Option One with a change in two-hour parking to \$9 and 2:00 am – 6:00 am to \$30. **All present voting aye, motion carried.**

5. Review proposed 2023 budget data and issues affecting the budget. Possible recommendations to the Council.

With the passage of the referendum, Bauer has been amending revenues and removing expenditure restraint. Police and Fire wage increases will be backed out with the hope that increases for remaining staff could be considered in 2023. Health insurance is expected to have a net effect. Negotiations with the Police Department will begin on Monday, and Bauer has received an informal request to open the Fire Department contract. The Committee will meet again on Tuesday, November 15th.

No action taken.

6. Adjournment

Motion by Monarski/Nadreau to adjourn at 9:45 am. All present voting aye, motion carried.

**Minutes submitted by,
Rob Kiefer, Chair**

Agreement for Professional Services

This Agreement is effective as of October 18, 2022, between City of Chippewa Falls (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Inspection of Bridgewater Avenue Bridge, B-09-097.

Client's Authorized Representative: Rick Rubenzer, PE, DPW
Address: 30 West Central Street
Chippewa Falls, WI 54729
Telephone: 715.726.2736 email: rrubenzer@chippewafalls-wi.gov

Project Manager: Tara L. Krista
Address: 10 N. Bridge Street
Chippewa Falls, WI 54729
Telephone: 715.577.3689 email: tkrista@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Scope Includes:

- Inspection of the existing sidewalk braces and damaged stringer by SEH Wisconsin Certified Bridge Inspector
- Repair recommendation memo for sidewalk support system (includes cost estimate for repairs)

Scope does not include:

- Full bridge inspection
- Completion of any state bridge inspection forms
- Data entry into HSI
- Cost or coordination of the WisDOT Snooper truck
- Load rating computations

*Scope assumes inspection will be completed with the use of WisDOT Snooper truck coordinated by the City of Chippewa Falls/Chippewa County. The client shall coordinate the schedule of the inspection with SEH to make sure staff are available to complete the work when the snooper truck is available.

Schedule: Inspection Fall of 2022 or Spring of 2023

Payment:

The lump sum fee is \$4,995.00 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General

Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None

[https://sehincazure-my.sharepoint.com/personal/krista_sehinc_com/documenta/desktop/city of chippewa falls - bridge inspection/lt agreement for prof services - city of cf.docx](https://sehincazure-my.sharepoint.com/personal/krista_sehinc_com/documenta/desktop/city%20of%20chippewa%20falls%20-%20bridge%20inspection/lt%20agreement%20for%20prof%20services%20-%20city%20of%20cf.docx)

Short Elliott Hendrickson Inc.

City of Chippewa Falls

By: _____
Tara L. Krista
Title: Principal _____

By: _____
Title: _____

Exhibit A-2
to Agreement for Professional Services
Between City of Chippewa Falls (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated October 18, 2022

**Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

document4

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.

2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.

2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 90 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.

2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.

4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.

4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.

5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
- Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

- Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability, and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit; financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

- Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

- All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis; ideas, concepts, expressions, inventions, know how, methods, techniques, skills; knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Service outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

- All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims, arising from such use, Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



Minutes
Committee #3

Transportation, Construction, Public Safety and Traffic

Committee #3 met on Tuesday, November 1, 2022 at 4:30 pm in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: Jason Hiess and Chris Gilliam

Mayor/Council Members present: John Monarski

Others present: Police Chief Matt Kelm; Fire Chief Lee Douglas; Police Lt. Ryan Douglas; City Engineer/Public Works Director/Utility Manager Rick Rubenzer; Street and Utility Maintenance Manager Rick Ruf; Executive Director of Chippewa Falls Main Street Teri Oulmette; Josh Bergeron of Goldridge Companies; and City Clerk Bridget Givens.


The meeting was called to order at 4:30 pm.

1. **Open Session**
2. **Discuss the Intoxicating Liquor License of Platinum Pet Supply, LLC (The Rumor Mill) in relation to City Ordinance 12.03(12) Discontinuation of Business. Possible recommendations to the Council.**

Josh Bergeron of Goldridge Companies appeared on behalf of Platinum Pet Supply (The Rumor Mill). They have several entities they have been working with over the last 30 days and are hopeful that a lessee will be found soon. If required, they could open the establishment to meet the 20-hour condition for the liquor license, but they feel it is easier to rent the space if it is vacant.

The Committee questioned if there have been any businesses actively inquiring about a liquor license. Clerk Givens advised that at this time, there have not. Further, the City does have two open reserve licenses.

Motion by Gilliam/Hiess to recommend Council approve a 30-day extension for the Intoxicating Liquor License of Platinum Pet Supply, LLC (The Rumor Mill) in relation to the City's Discontinuation of Business Ordinance. **All present voting aye, motion carried.**

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3. **Discuss public safety options for parades and other events in the City. Possible recommendations to the Council.**

Police Chief Kelm presented a PowerPoint presentation relative to safety options for parades and other downtown events. Estimates were presented for the Street Department to place heavy equipment at cross streets which would include the cost for placement and removal of the equipment by Street Department personnel. Discussion ensued relative to an estimate Chief Kelm received for stationary vehicle barriers. They would be quite costly, but there could be opportunity to rent them to other communities or the potential to apply for grant funding to help offset the cost. It was also suggested that contact be made with Chippewa Yellow Bus to see if they would be willing to place buses at the intersections of parade routes.

Relative to the upcoming Bridge to Wonderland Parade, the Committee would like to place the heavy equipment at the intersections for safety purposes.



Motion by Hiess/Gilliam to refer this item to Committee #1 to determine a funding source for safety measures at the Bridge to Wonderland Parade in the amount of \$4,163.88. **All present voting aye, motion carried.**

4. **Motion by Gilliam/Hiess** 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. Existing and potential agreements with Community Based Residential Care Facilities (CBRFs) skilled nursing facilities, and local hospitals relative to EMS transfers of patients from the facilities; and to include Committee/Council Members, Douglas, Bauer and Givens; may return to Open Session for possible action on Closed Session item.

Roll Call Vote: Aye – Gilliam, Hiess. Motion carried.

The Committee discussed item (a) above.

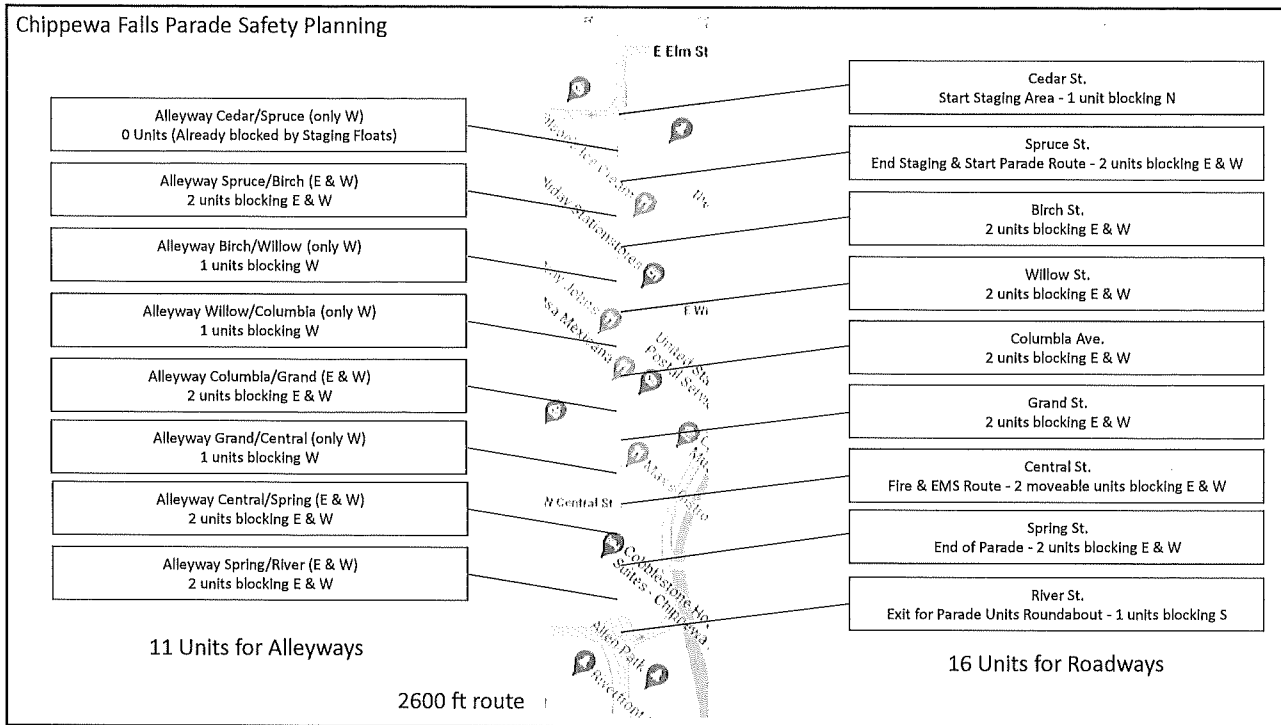
Motion by Hiess/Gilliam to return to Open Session. **All present voting aye, motion carried.**

Councilor Hiess reported that in Closed Session, Chief Douglas was directed to work with the City Attorney to draft a letter to HSHS St. Joseph’s Hospital relative to non-emergent transfers and the City’s desire to work towards a future agreement.

5. **Adjournment.**

Motion by Gilliam/Hiess to adjourn at 5:39 pm. **All present voting aye, motion carried.**

Jason Hiess, Chair



Current Equipment

Street Dept

- 10 plow trucks
- 2 graders
- 3 loaders

Police Dept

- 2 Patrol Squads (+3-4 that would be on patrol in the city)
- 6 Investigator/Admin SUVs (5 large / 1 small)

Chippewa Main St

- Volunteers vehicles used for alleyways

Passport Parking Program Costs/Funding

Updated 08/16/2022

- \$6,130 Passport Per ticket cost
 - \$5.50 per ticket (\$3.00 automatically collected by Passport from violator)
 - 2452 tickets issued in 2021
 - \$13,486 total cost/yr
 - \$7,356/yr automatically collected by Passport from violators who pay
 - \$6,130/yr remaining
- \$822 Passport Per letter cost
 - \$822.00 total - Approximately 10 letters/week (520/yr) at \$1.58 per letter for delinquent citation notices
- \$2,084 Passport Payment Processing
 - Payment Gateway Fee: \$0.05/transaction - paid by violator
 - Merchant Services Fee: 2.9% + \$0.20/transaction – paid by city
 - For 2,500 citations max cost would be \$2,084
- \$400 Passport Weatherproof Citation Rolls
 - \$400/yr – 100 roll minimum order for 7,000 citations (\$1,200) which should last 3 years. Only used by Parking Enforcement worker using portable printer.
- \$260 Biller Press Weatherproof Envelopes
 - \$260/yr – 1000 weatherproof envelopes at \$130/box of 500 for use by patrol officers who will be printing parking citations on normal paper in their squads.
- \$544 Verizon Data Plan
 - \$554/yr – A new phone with data plan is needed to issue citations.

\$18,125	Ongoing Funding - Increase in revenue due to proposed fine increases
<u>\$10,240</u>	Ongoing Costs to City
\$7,884	Balance to City

\$601 One-time Costs

- \$600 for Bluetooth Printer for Parking Enforcement Worker
- \$1 for Android Phone

Note:

\$450.00 Currently budgeted for ordering parking tickets annually

\$500.00 Currently budgeted for parking program annually

option

2021	Ticket Data					Increase Breakdown				Payment Processing Costs Costs are 2.9% of Ticket Cost +\$.25			
	Current Cost	City Price Increase	Passport Price Increase	New Fine amount	Ticket Numbers	Current Fine Portion	City Increase Portion	Passport Increase Portion	Price Increase Total	Grand Total	Plus 2.9%	Plus \$.25	Total Processing Cost
2 Hour Zone	\$ 6.00	\$ 2.00	\$ 3.00	\$ 11.00	1197	\$ 7,182	\$ 2,394	\$ 3,591	\$ 5,985	\$ 13,167	\$ 3,818	\$ 1,547	\$ 5,365
24 Hour Zone	\$ 15.00	\$ 10.00	\$ 3.00	\$ 28.00	119	\$ 1,785	\$ 1,190	\$ 357	\$ 1,547	\$ 3,332	\$ 963	\$ 376	\$ 1,339
Zam-6am	\$ 15.00	\$ 13.00	\$ 3.00	\$ 31.00	803	\$ 12,045	\$ 10,439	\$ 2,409	\$ 12,848	\$ 24,893	\$ 722	\$ 285	\$ 907
30 Minute Zone	\$ 4.00	\$ -	\$ 3.00	\$ 7.00	3	\$ 12	\$ -	\$ 9	\$ 9	\$ 21	\$ 62	\$ 23	\$ 85
4 Hour Zone	\$ 8.00	\$ 7.00	\$ 3.00	\$ 18.00	236	\$ 1,888	\$ 1,652	\$ 708	\$ 2,360	\$ 4,248	\$ 1,235	\$ 477	\$ 1,712
8 Hour Zone	\$ 10.00	\$ 10.00	\$ 3.00	\$ 23.00	6	\$ 60	\$ 60	\$ 18	\$ 78	\$ 138	\$ 40	\$ 15	\$ 55
Handicapped Parking	\$ 50.00	\$ 100.00	\$ 3.00	\$ 153.00	18	\$ 900	\$ 1,800	\$ 54	\$ 1,854	\$ 2,754	\$ 800	\$ 293	\$ 1,093
Improper Parking	\$ 15.00	\$ 10.00	\$ 3.00	\$ 28.00	13	\$ 195	\$ 130	\$ 39	\$ 169	\$ 364	\$ 106	\$ 39	\$ 145
Keys in Unattended Vehicle	\$ 50.00	\$ -	\$ 3.00	\$ 53.00	9	\$ 450	\$ -	\$ 27	\$ 27	\$ 477	\$ 139	\$ 51	\$ 190
Loading Zone	\$ 15.00	\$ 10.00	\$ 3.00	\$ 28.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Posted Private	\$ 20.00	\$ 5.00	\$ 3.00	\$ 28.00	4	\$ 80	\$ 20	\$ 12	\$ 32	\$ 112	\$ 33	\$ 12	\$ 45
Prohibited Parking	\$ 15.00	\$ 10.00	\$ 3.00	\$ 28.00	44	\$ 660	\$ 440	\$ 132	\$ 572	\$ 1,232	\$ 360	\$ 131	\$ 491
Totals					2452	\$ 25,257	\$ 18,125	\$ 7,355	\$ 25,481	\$ 50,738			

City Costs

\$ 6,130.00	Passport per ticket cost
\$ 822.00	Passport per letter cost
\$ 2,084.40	Passport Payment Processing Costs
\$ 400.00	Passport Citation Rolls
\$ 260.00	Weatherproof Envelopes
\$ 544.00	Verizon Data Plan
\$ 10,240.40	City Annual Cost Costs
\$ 18,125.00	City Increase Portion
\$ 10,240.40	City Annual Cost Costs
\$ 7,884.60	Balance

Option 2

2021	Ticket Data					Increase Breakdown				Payment Processing Costs Costs are 2.5% of Ticket Cost +\$.25		Total
	Ordinance Description	Current Cost	City Price Increase	Passport Price Increase	New Fine amount	Ticket Numbers	Current Fine Portion	City/Increase Portion	Passport Increase Portion	Price Increase Total	Grand Total	
2 Hour Zone	\$ 6.00	\$ 1.00	\$ 3.00	\$ 10.00	1197	\$ 7,182	\$ 1,197	\$ 3,591	\$ 4,788	\$ 11,970	\$ 2,993	\$ 14,963
24 Hour Zone	\$ 15.00	\$ 7.00	\$ 3.00	\$ 25.00	119	\$ 1,785	\$ 833	\$ 357	\$ 1,190	\$ 2,975	\$ 714	\$ 3,689
2am-6am	\$ 15.00	\$ 7.00	\$ 3.00	\$ 25.00	803	\$ 12,045	\$ 5,621	\$ 2,409	\$ 8,030	\$ 20,075	\$ 5,019	\$ 25,094
30 Minute Zone	\$ 4.00	\$ -	\$ 3.00	\$ 7.00	3	\$ 12	\$ -	\$ 9	\$ 9	\$ 21	\$ 5	\$ 26
4 Hour Zone	\$ 8.00	\$ 9.00	\$ 3.00	\$ 20.00	236	\$ 1,888	\$ 2,124	\$ 708	\$ 2,832	\$ 4,720	\$ 1,166	\$ 5,886
8 Hour Zone	\$ 14.00	\$ 8.00	\$ 3.00	\$ 25.00	6	\$ 84	\$ 48	\$ 18	\$ 66	\$ 150	\$ 38	\$ 188
Handicapped Parking	\$ 50.00	\$ 97.00	\$ 3.00	\$ 150.00	18	\$ 900	\$ 1,746	\$ 54	\$ 1,800	\$ 2,700	\$ 675	\$ 3,375
Improper Parking	\$ 15.00	\$ 7.00	\$ 3.00	\$ 25.00	13	\$ 195	\$ 91	\$ 39	\$ 130	\$ 325	\$ 81	\$ 406
Keys in Unattended Vehicle	\$ 50.00	\$ 2.00	\$ 3.00	\$ 55.00	9	\$ 450	\$ 18	\$ 27	\$ 45	\$ 495	\$ 124	\$ 619
Loading Zone	\$ 15.00	\$ 7.00	\$ 3.00	\$ 25.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Posted Private	\$ 20.00	\$ 7.00	\$ 3.00	\$ 30.00	4	\$ 80	\$ 28	\$ 12	\$ 40	\$ 120	\$ 30	\$ 150
Prohibited Parking	\$ 15.00	\$ 7.00	\$ 3.00	\$ 25.00	44	\$ 660	\$ 308	\$ 132	\$ 440	\$ 1,100	\$ 275	\$ 1,375
Totals					2452	\$ 25,281	\$ 12,014	\$ 7,356	\$ 19,370	\$ 44,651	\$ 11,161	\$ 55,812

City Costs	
\$ 6,130.00	Passport per ticket cost
\$ 822.00	Passport per letter cost
\$ 1,907.88	Passport Payment Processing Costs
\$ 400.00	Passport Citation Rolls
\$ 260.00	Weatherproof Envelopes
\$ 544.00	Verizon Data Plan
\$ 10,063.88	City Annual Cost Costs
\$ 12,014.00	City Increase Portion
\$ 10,063.88	City Annual Cost Costs
\$ 1,950.12	Balance