AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, December 2, 2014 at 6:30 P.M. in the City Hall Council Chambers, 30 West Central Street, Chippewa Falls, WI

1. **CLERK CALLS THE ROLL**

2. **APPROVAL OF MINUTES OF PREVIOUS MEETING**
   (a) Approve minutes of the Regular Council Meeting of November 18, 2014.
   (b) Approve minutes of the Special Council Meeting of December 2, 2014. *(minutes to be distributed prior to meeting)*

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) The Board of Public Works Meeting of November 24, 2014 was cancelled due to lack of agenda items.
   (b) Consider Business Improvement District Board Minutes of November 21, 2014.
   (c) Consider Transit Board of Directors Minutes of October 22, 2014.

7. **APPLICATIONS**
   (a) Consider Operator (Bartender) Licenses as approved by the Police Department. *(Complete list provided prior to Council meeting).*

8. **PETITIONS** - None

9. **MAYOR ANNOUNCES APPOINTMENTS** - None

10. **MAYOR'S REPORT** - None

11. **COUNCIL COMMITTEE REPORTS** in the order in which they are named in Section 2.21 of the Municipal Code -
    (a) Consider Amended Committee #2 Labor Negotiations, Personnel, Policy & Administration minutes of October 30, 2014.
    (b) Consider Committee #2 Labor Negotiations, Personnel, Policy & Administration minutes of December 2, 2014. *(minutes to be distributed prior to meeting)*
    (c) Consider Committee #3 Transportation, Construction, Public Safety, and Traffic minutes of December 1, 2014. *(minutes to be distributed prior to meeting)*
    (d) Consider Committee on Committees minutes of December 2, 2014. *(minutes to be distributed prior to meeting)*

12. **REPORT OF OFFICERS** - None

13. **ORDINANCES**
    (a) Second Reading of **Ordinance #2014-19 Entitled:** An Ordinance Providing for Cross Connection Control and Backflow Prevention.

14. **RESOLUTIONS**
    (a) Consider **Resolution #2014-43 Entitled:** Resolution Calling for a Public Hearing on a Project by Grace Lutheran Foundation and the Issuance of Health Care Facilities Revenue Bonds by the City of Altoona.
    (b) Consider **Resolution #2014-44 Entitled:** A Resolution Authorizing the 2015 General Public Shared Ride Taxi Agreement Between the City of Chippewa Falls and Running, Inc.

15. OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW - None

16. CLAIMS

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

17. CLOSED SESSION

(a) Closed Session under WI Statutes 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 deliberate and/or discuss the availability and investment of public funds or other possible City financing towards or in aid of the purchase or other conveyance of the K-Mart Shopping Center on Prairie View Road/South Street in Chippewa Falls.

May return to Open Session.

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 November 26, 2014 at 2:00 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, November 18, 2014, 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: Mike Hanke, Rob Kiefer, Amy Mason, Chuck Hull, Paul Olson, and George Adrian.
Also Present: City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, Police Chief Wendy Stelter, Wastewater Supervisor George Hobbs, Chippewa Falls Area Chamber of Commerce Tourism Director Allyson Gommer, Vern Witthuhn of Strand Associates, Inc., and City Clerk Bridget Givens.

APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) Motion by Hanke/Adrian to approve the minutes of the Regular Council Meeting of November 4, 2014. **All present voting aye, motion carried.**

PERSONAL APPEARANCES BY CITIZENS

(a) Vern Witthuhn of Strand Associates, Inc. provided a presentation regarding influent screening, waste hauling, co-generation and co-digestion reports and recommendations.

PUBLIC HEARINGS - None

COMMUNICATIONS - None

REPORTS

(a) Motion by Mason/Olson to approve the Board of Public Works minutes of November 10, 2014. **Roll Call Vote: Aye - Mason, Olson, Adrian, Hanke, Kiefer, Hull. Motion carried.**
(b) The Plan Commission Meeting of November 10, 2014 was cancelled due to lack of agenda items.

APPLICATIONS

(a) Motion by Hanke/Kiefer to approve the Operator (Bartender) Licenses as approved by the Police Department. **All present voting aye, motion carried.**
(b) Motion by Hanke/Kiefer to approve the Original Alcohol Beverage Retail License Application from Carol J. White, an individual, for a Class "B" Beer and "Class C" Wine License for String Above a Stage Below located at 105 N. Bridge Street, Suite B. **All present voting aye, motion carried.**

PETITIONS - None

MAYOR ANNOUNCES APPOINTMENTS - None

MAYOR'S REPORT - None

COUNCIL COMMITTEE REPORTS

(a) Motion by Mason/Olson to approve the Committee #1 Revenues, Disbursements, Water and Wastewater minutes of November 11, 2014 with a correction of the date of the telephonic public hearing from December 3rd to December 2nd. **Roll Call Vote: Aye - Mason, Olson, Adrian, Hanke, Kiefer, Hull. Motion carried.**
(b) Motion by Hanke/Adrian to approve the Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of November 11, 2014. **All present voting aye, motion carried.**
(c) Motion by Hanke/Adrian to approve the Joint Committee #1 Revenues, Disbursements, Water and Wastewater and Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of November 18, 2014. **Roll Call Vote: Aye - Hanke, Adrian, Kiefer, Mason, Hull, Olson. Motion carried.**
(d) The Park Board minutes of November 11, 2014 were presented.
(e) The Library Board minutes of October 15, 2014 were presented.

REPORT OF OFFICERS - None

ORDINANCES

(a) Motion by Mason/Kiefer to approve **Ordinance #2014-18 Entitled:** An Ordinance Amending the Two Hour Parking Code Section and the No Parking Code Section of the Chippewa Falls Municipal Code, Sections 7.09 (2) (b) 17 and 7.09 (1) (b). **Roll Call Vote: Aye - Mason, Kiefer, Hull, Olson, Adrian, Hanke. Motion carried.**

(b) The First Reading of **Ordinance #2014-19 Entitled:** An Ordinance Providing for Cross Connection Control and Backflow Prevention was held. It was noted that a revised ordinance had been distributed which included language granting the City the right to enforce corrective action sooner than 30 days if determined necessary.

RESOLUTIONS - None

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

(a) Motion by Mason/Kiefer to approve the amended agreement with Strand Associates, Inc. for Influent Screening, Waste Hauling Station and Bio-solids Dewatering Project. **Roll Call Vote: Aye - Mason, Kiefer, Hull, Olson, Adrian, Hanke. Motion carried.**

(b) Motion by Adrian/Hull to approve the agreement with Strand Associates, Inc. for the Wastewater Treatment Plant Capital Improvement Program Outlay. **Roll Call Vote: Aye - Adrian, Hull, Olson, Hanke, Kiefer, Mason. Motion carried.**

(c) Motion by Mason/Hanke to approve awarding the demolition contract for the West Spring Street Residential Building and former Chippewa Valley Siding and Roofing Building to Robinson Brothers Environmental in the amount of $52,178.00 with the demo to be completed no later than December 31, 2014. **Roll Call Vote: Aye - Mason, Hanke, Kiefer, Hull, Olson, Adrian. Motion carried.**

Motion by Hanke/Olson to set a public hearing on January 6, 2015 regarding the two resolutions referenced in (d) and (e) below:

(d) Introduction of Resolution Regarding the Discontinuance of the Alley in Block 6, Zielie's Addition to Chippewa Falls and scheduling the same for a Public Hearing on January 6, 2015.

(e) Introduction of Resolution Regarding the Discontinuance of Alexander Street in Block 6, Zielie's Addition to Chippewa Falls and scheduling for a Public Hearing on January 6, 2015.

All present voting aye, motion carried.

(f) Motion by Hanke/Hull to reopen the application period for the 6th Ward Council Vacancy for 30 days. **All present voting aye, motion carried.**

(g) Motion by Mason/Kiefer to appoint Mike Hanke to the Committee on Committees. **All present voting aye, motion carried.**

CLAIMS

(a) Motion by Hull/Hanke to approve the claims as recommended by the Claims Committee.

City General Claims:	$429,599.55
Authorized/Handwritten Claims:	$8,086.78
Department of Public Utilities:	$114,002.37
Total of Claims Presented	$551,688.70

Roll Call Vote: Aye – Hull, Hanke, Kiefer, Mason, Olson, Adrian. Motion carried.

(b) Motion by Kiefer/Mason to deny the claim of Doug Hunt, 1553 Benjamin Place, against the City of Chippewa Falls as recommended by Statewide Services, Inc. **All present voting aye, motion carried.**

(c) Motion by Mason/Hanke to deny the claim of Gary Wheeler, 45 Jefferson Avenue, against the City of Chippewa Falls as recommended by Statewide Services, Inc. **All present voting aye, motion carried.**

CLOSED SESSION - None

ADJOURNMENT

Motion by Adrian/Hanke to adjourn at 8:03 pm. **All present voting aye, motion carried.**

Submitted by:
Bridget Givens, City Clerk

NOTICE OF PUBLIC MEETING

CITY OF CHIPPEWA FALLS, WISCONSIN

IN ACCORDANCE with the provisions of Chapter 19, Subchapter IV of the Statutes of the State of Wisconsin, notice is hereby given that a public meeting of the:

Board of Public Works: XXX

Reasonable accommodations for participation by individuals with disabilities will be made upon request. Please call 715-726-2736.

Will be held on **Monday, November 24, 2014 at 5:30 P.M.** in the City Hall Council Chambers, Chippewa Falls, Wisconsin. Items of business to be discussed or acted upon at this meeting are shown on the attached Agenda or listed below:

NOTE: If you are a board member and unable to attend this meeting, please contact the Engineering Dept at 726-2736.

NOTE:

THE BOARD OF PUBLIC WORKS MEETING

FOR

MONDAY, NOVEMBER 24, 2014

IS

CANCELLED

DUE TO A LACK OF AGENDA ITEMS.

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.

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

I hereby certify that a copy of this Notice was placed in the Chippewa Herald mailbox, 1st floor, City Hall and posted on the City Hall Bulletin Board on Tuesday, November 18, 2014 at 9:00 AM by Mary Bowe.

MINUTES OF THE
CHIPPEWA FALLS BUSINESS IMPROVEMENT DISTRICT
BOARD OF DIRECTORS

Friday, November 21, 2014

The Business Improvement District (BID) Board of Directors met in the Chippewa Falls City Hall on Friday, November 21, 2014 at 8:00 a.m. Present were: Steve Harmon, Jerry Jacobson, Dot Reischel, and Kurt Gaber. Also present: Jayson Smith.

1. Motion by Gaber, seconded by Harmon to approve the minutes from the October 29, 2014 BID Board meeting. All present voting aye. Motion carried.

2. Jayson presented the 2015 Business Improvement District Operating Plan and Budget. Jayson noted that the City Council did not approve the $60,000 BID budget request. Jayson indicated that he changed the 2015 BID Operating Plan and Budget back to $57,000 for the Board's consideration. Jayson stated that the Council indicated that they would prefer providing the additional $3,000 request through room tax funds.

Motion by Jacobson, seconded by Reischel to approve the 2015 Operating Plan and Budget and to authorize the Operating Plan and Budget to be forwarded to the City Council for consideration and inclusion in the City budget. All present voting aye. Motion carried.

5. The meeting adjourned at 8:10 a.m.

Submitted by:

Jayson C. Smith, Secretary BID Board
City Planner

City of Chippewa Falls, Wisconsin
TRANSIT BOARD OF DIRECTORS

Wednesday, October 22, 2014
MEETING MINUTES

Transit Program Assistant Cynthia Schmidt called the meeting to order at 4:00 PM in the Council Chambers of City Hall on Wednesday, October 22, 2014. Present: Transit Board Members Peggy Nehring, Bill Larsen, Ed Cadwell, Sue Carlson. Absent: Arlen Bergquist. Also present: Councilman Hull and Councilman Adrian.

1. **MOTION by Larsen; Seconded by Cadwell, to approve the Minutes of the September 11, 2013 Transit Board of Directors Meeting. All present voting aye, MOTION CARRIED.**

2. REVIEW OF THE 2015 SHARED RIDE TAXI BUDGET

   Ms. Schmidt explained the WisDOT guidelines for increases in operating expenses for the State SRT programs. She explained the FTA citation for "agency fares' and the revenue the City receives from that, and the local share from the City administrative budget. She explained the current SRT fleet status, noting the high mileage and general poor condition of those vehicles result in higher maintenance costs for the service provider.

   The Board members discussed several options to resolve budget issues including; increase in passenger fares, expansion of the service area, addition of partial fixed routing, and reduction of service hours on weekends and holidays.

   MOTION by Cadwell; Seconded by Hull to recommend the City Council enter into a contract with RUNNING, INC. as the Chippewa Falls Shared Ride Transit Program service provider for calendar year 2015, at $26.76 per driver hour. Cadwell, Carlson, Adrian, Hull, Larson - aye, Nehring - opposed; MOTION CARRIED.

   Ms. Schmidt reported the current and previous changes regarding WisDOT and FTA funding sources for Capital available to replace SRT program vehicles.

   Councilman Adrian reported that he had received inquiries from constituents to provide SRT service from Chippewa Falls to include the Village of Hallie and Eau Claire. There was significant discussion by the board members regarding the feasibility of making changes in the program.

   MOTION by Cadwell; Seconded by Larsen to recommend the City Council discuss options with the MPO (WCWRPC) and City staff concerning budgeting for a local

share of any possible grant opportunities that explore the feasibility of expanded public transportation between Chippewa Falls, The Village of Hallie and the City of Eau Claire; and, to do so only if participation with Hallie and Eau Claire is unanimous. All present voting aye; MOTION CARRIED.

The Board Members requested a meeting Wednesday, November 5, 2014 at 4:00 PM to discuss options for increased passenger fares and service reductions, and requested staff be prepared to present SRT program analysis of ridership on Saturday, Sunday and Holidays and weekday peak hours.

MOTION by Cadwell, Seconded by Larsen to adjourn at 6:00 PM. All present voting aye, MOTION CARRIED.

Respectfully submitted,
Cynthia Schmidt
Transit Program Assistant

Amended Minutes
Committee #2
Labor Negotiations, Personnel, Policy & Administration
October 30, 2014

Committee #2 met on Thursday, October 30, 2014 at 12:15 PM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Council/Committee Members present: Amy Mason, Chuck Hull, Rob Kiefer.
Others present: Finance Manager/Treasurer Lynne Bauer, Public Works Director/City Engineer/Public Utilities Manager Rick Rubenzer, Attorney Steve Weld, Fire Chief Mike Hepfler, Battalion Chief Lee Douglas, Fire Union Representatives Paul Jarrett, Gary Bell, Chuck Goettl, Greg Bowe.

Call to Order: 12:15 PM

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

1. **Open Session**

2. **Closed Session**
Motion by Hull/Mason to go into closed session under WI Statutes 19.85(1)(e) "deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining implications require a closed session" to: a) Discuss labor negotiation issues and strategy; and b) Discuss issues related to a new labor agreement between the City of Chippewa Falls and Chippewa Falls International Association of Firefighters Local 1816; and to include Council Members, Finance Manager/Treasurer Lynne Bauer, Attorney Steve Weld, Fire Chief Mike Hepfler, Battalion Chief Lee Douglas, Fire Union Personnel; may return to open session.
Roll call vote: Hull - Aye; Mason - Aye. Motion carried.

   The Committee discussed the above issues and exchanged initial proposals with Firefighters Local 1816.

   Motion by Mason/Hull to return to open session. **All present voted aye. Motion carried.**

3. **Discuss vacation for new hires. Possible recommendations to the Council.**
Current policy states new employees have to work for the City for one year before receiving vacation time. This policy poses a problem when attracting applicants that may not want to give up time off they have earned at their current position to start out with no vacation. There was a lengthy discussion on various options including if the policy should be changed, if so, how much vacation time is appropriate for the first year of employment; how and when it should be accumulated and used; and replacing sick and vacation time with paid-time-off. All agreed the policy should be reviewed in more depth but due to anticipated new hires in the

next few weeks it was agreed that new employees should be given 5 days the first year. Those 5 days will be allocated to them hourly on their biweekly pay periods. For instance, a 40 hour per week employee will receive approximately 1.5 hours of vacation per pay period. After one year of employment, employees will be placed on the current vacation schedule.

Motion by Mason/Hull to recommend the Council allow new employees hired after January 1, 2014 and not covered by a labor agreement to take 5 days of vacation during the first year at the accumulated rate. **All present voted aye. Motion carried.**

4. **Adjournment**
Motion by Hull/Mason to adjourn at 3:16 PM. **All present voted aye. Motion carried.**

Minutes submitted by,
Amy Mason, Vice-Chair

ORDINANCE NO. 2014-19

AN ORDINANCE PROVIDING FOR CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION

TO PROVIDE A PROGRAM FOR PROTECTING THE PUBLIC WATER SYSTEM FROM CONTAMINATION DUE TO BACKFLOW OF CONTAMINANTS THROUGH THE WATER SERVICE CONNECTION INTO THE PUBLIC WATER SYSTEM

WHEREAS, Chapters NR 810 and SPS 382, Wisconsin Administrative Code, require protection for the public water system from contamination due to backflow of contaminants through the water service connection; and

WHEREAS, the Wisconsin Department of Natural Resources requires the development and implementation of a comprehensive cross connection control program to effectively prevent the contamination of potable water systems;

NOW THEREFORE, BE IT ORDAINED by the Common Council of the City of Chippewa Falls, State of Wisconsin:

1. DEFINITION OF CROSS CONNECTION. A cross connection is defined as any physical connection or arrangement between two otherwise separate systems, one of which contains potable water from the City of Chippewa Falls' municipal water system, and the other of which contains water from a private source, water of unknown or questionable safety, or steam, gases, or chemicals, whereby there may be a flow from one system to the other, with the direction of flow depending on the pressure differential between the two systems.

2. UNPROTECTED CROSS CONNECTIONS PROHIBITED. No person, firm, or corporation may establish or maintain, or permit to be established or maintained, any unprotected cross connection. Cross connections shall be protected as required in ch. SPS 382, Wisconsin Administrative Code.

3. INSPECTION. The water utility may inspect, or arrange for an inspection of, property served by the public water system for cross connections. [OPTIONAL: As an alternative, the water utility may require a person, firm, or corporation who owns, leases, or occupies property to have their plumbing inspected, at their own expense by a State of Wisconsin Certified Cross Connection Inspector/Surveyor.] The frequency of inspections shall be established by the water utility in accordance with Wisconsin Administrative Code. Any unprotected cross connections identified by the inspection shall be corrected within 30 days of written notification of any cross connections identified during an onsite survey. The City should also reserve the right to enforce corrective action sooner than 30 days if determined necessary. Failure to promptly correct an unprotected cross connection shall be sufficient cause for the water utility to discontinue water service to the property, as provided under paragraph 6 of this ordinance.

4. RIGHT OF ENTRY. Upon presentation of credentials, a representative of the water utility shall have the right to request entry, at any reasonable time, to a property served by a connection to the public water system for the purpose of inspecting the property for cross connections. Refusing entry to such utility representative shall be sufficient cause for the water utility to discontinue water service to the property, as provided under paragraph 6 of this ordinance. If entry is refused, a special inspection warrant under Section 66.0119 of the Wisconsin Statutes may be obtained.

5. PROVISION OF REQUESTED INFORMATION. The water utility may request an owner, lessee, or occupant of property served by a connection to the public water system to furnish the water utility with pertinent information regarding the piping systems on the property. Refusing to provide requested information shall be sufficient cause for the water utility to discontinue water service to the property, as provided under paragraph 6 of this ordinance.

6. DISCONTINUATION OF WATER FOR VIOLATION. The water utility may discontinue water service to any property wherein any unprotected connection in violation of this ordinance exists, and take other precautionary measures deemed necessary to eliminate any danger of contamination of the public water system. Water service may be discontinued, however, only after reasonable notice and opportunity for hearing under Chapter 68, Wisconsin Statutes, except as provided in paragraph 7 of this ordinance. Water service to such property shall not be restored until the unprotected cross connection has been eliminated.

7. EMERGENCY DISCONTINUANCE. If it is determined by the water utility that an unprotected cross connection or emergency endangers public health, safety, or welfare, and requires immediate action, and if a written finding to that effect is filed with the City Clerk and delivered to the customer's premises, water service may be immediately discontinued. The customer shall have an opportunity for hearing under Chapter 68, Wisconsin Statutes, within 10 days of such emergency discontinuance. Water service to such property shall not be restored until the unprotected cross connection has been eliminated

8. That this Ordinance shall take effect from and after its passage and publication.

Dated this 2nd day of December, 2014.

FIRST READING: November 18, 2014

Council President

SECOND READING: December 2, 2014

PUBLIC HEARING: December 2, 2014

APPROVED: _____
Mayor

ATTEST: _____
Bridget Givens, City Clerk

PUBLISHED: _____

RESOLUTION NO. 2014-43

RESOLUTION CALLING FOR A PUBLIC HEARING ON A PROJECT BY GRACE LUTHERAN FOUNDATION AND THE ISSUANCE OF HEALTH CARE FACILITIES REVENUE BONDS BY THE CITY OF ALTOONA

BE IT RESOLVED, by the Common Council (the "Council") of the City of Chippewa Falls, Wisconsin (the "City"), as follows:

Section 1. Recitals.

1.01. Financing Request.

A. Representatives of Grace Lutheran Foundation, a Wisconsin nonstock, nonprofit corporation and organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Obligor"), have informed the City that the Obligor desires to refinance indebtedness incurred for constructing and equipping the following facilities: Grace Parkside, an 18-unit facility for the elderly and disabled located at 49E Spring Street in Chippewa Falls, Wisconsin; and Grace Adult Day Care, an approximately 14,592 square foot adult day care facility located at 2050 County Trunk I in Chippewa Falls, Wisconsin (together, the "Project").

B. The Obligor has additionally informed the City that the City of Altoona, Wisconsin (the "Issuer") has agreed to issue its Health Care Facility Revenue Bonds, Series 2014 (Grace Lutheran Foundation Project) (the "Bonds") in one or more series and in a principal amount of not to exceed $5,375,000 in order to refinance the Project, other projects in the City of Eau Claire, Wisconsin and the City of Altoona, Wisconsin and finance a portion of the costs associated with the issuance of the Bonds (the "Financing").

1.02. Hearing Requirement. Fryberger, Buchanan, Smith & Frederick, P.A., bond counsel ("Bond Counsel") has informed the City that in order for the Bonds to be tax exempt, the tax exempt bond provisions of the Internal Revenue Code of 1986, as amended, require that each jurisdiction containing a portion of a project to be financed must conduct a public hearing and approve the project. Since the Project is located in the City, the Obligor has requested that the Common Council hold a public hearing on the issuance of that portion of the Bonds that will finance the Project and after the public hearing approve the issuance of that portion of the Bonds that will finance the Project by the Issuer.

Section 2. Public Hearing.

2.01. Public Hearing. The City agrees to conduct a public hearing on the issuance of the Bonds and the proposal to undertake and refinance the Project.

2.02. Authorization to Staff. The City Clerk, Finance Manager/Treasurer, or Bond Counsel, at the direction of the foregoing City officers is authorized and directed to publish the notice, substantially in the form attached hereto as Exhibit A, in the official newspaper of the City not less than 14 days nor more than 30 days prior to the date set for the public hearing.

Section 3. City Costs. Bond Counsel has informed the City that the Obligor will pay or, upon demand, reimburse the City for payment of, any and all costs incurred by the City in connection

with the Project and the issuance of the Bonds, whether or not the Project is carried to completion, or the Bonds are issued.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

Section 5. Exhibits. The exhibits to this Resolution are the following:

Exhibit A – Notice of Public Hearing

Dated this 2nd day of December, 2014.

COUNCIL PRESIDENT:_____

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

EXHIBIT A

NOTICE OF PUBLIC HEARING ON PROPOSED PROJECT AND THE ISSUANCE OF PRIVATE ACTIVITY BONDS TO FINANCE HEALTH CARE FACILITIES

CITY OF CHIPPEWA FALLS, WISCONSIN

NOTICE IS GIVEN that the Common Council of the City of Chippewa Falls, Wisconsin (the "City") will meet on _____, _____, 2014, at 6:30 p.m., or as soon thereafter as reasonably possible in City Hall, 30 W Central St., Chippewa Falls, Wisconsin, for the purpose of conducting a public hearing on the proposal that the City approve the issuance, but the City of Altoona, Wisconsin (the "Issuer") of health care facilities revenue obligations, in one or more series, in order to refinance outstanding indebtedness of Grace Lutheran Foundation, a Wisconsin nonstock, nonprofit corporation and organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, incurred to finance the constructing and equipping the following facilities: Grace Parkside, an 18-unit facility for the elderly and disabled located at 49E Spring Street in Chippewa Falls, Wisconsin; and Grace Adult Day Care, an approximately 14,592 square foot adult day care facility located at 2050 County Trunk I in Chippewa Falls, Wisconsin. The refinancing of the foregoing facilities will be combined with refinancing facilities located in the Cities of Eau Claire and Altoona, Wisconsin, with the estimated total amount of the proposed revenue obligations not exceeding $5,375,000.

The obligations and the interest thereon shall be limited obligations of the Issuer and shall not be payable from nor charged upon any funds other than the revenue pledged to their payment, nor shall the City or the Issuer be subject to any liability on them. No holder of the obligations shall ever have the right to compel any exercise of the taxing power of the City or the Issuer to pay the obligations or the interest thereon, nor to enforce payment of them against any property of the.

All persons interested may appear and be heard at the time and place set forth above or may submit written comments to the Clerk in advance of the hearing.

RESOLUTION NO. 2014-44

A RESOLUTION AUTHORIZING THE
2015 GENERAL PUBLIC SHARED RIDE TAXI 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 taxi service, and

WHEREAS, the Chippewa Falls Transit Board of Directors, at its October 22, 2014 meeting recommended Running, Inc. as the 2015 City Shared Ride Taxi 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 Taxi Service affixed hereto, and made part hereof, for the period of January 1, 2015 to December 31, 2015.

DATED this 2nd day of DECEMBER, 2014.

_____
COUNCIL PRESIDENT

ADOPTED: **December 2, 2014**

APPROVED: _____
MAYOR, Gregory Hoffman

ATTEST: _____
Bridget Givens, CITY CLERK

CITY OF CHIPPEWA FALLS
SHARED RIDE
GENERAL AGREEMENT
2015

THIS AGREEMENT made and entered into this _____ day of December, 2014 by and between the City of Chippewa Falls and Running, Inc.

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:

A. Running, Inc. agrees to:

1. Be bound by the qualifications and requirements as contained in the **ATTACHMENT ONE: GENERAL REQUIREMENTS for SHARED RIDE 2015**, which shall be attached and made a part of this contract.

   Running, Inc. shall execute as appropriate, and shall be bound by the terms and conditions as required under:

   a. **Appendix A: TERMS AND CONDITIONS**
   b. **Appendix B: LOBBYING CERTIFICATION**
   c. **Appendix C: CERTIFICATION OF EQUIVALENT SERVICE**
   d. **Appendix D: VEHICLE LEASE**
   e. **Appendix E: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**
   f. **Appendix F: BUY AMERICA CERTIFICATION**

   which shall be attached and made a part of this contract.

   Any subcontractors of the Running, Inc., Inc. shall be bound by the terms and conditions as required under Appendix A, B, C, D, E and F.

2. Continue with the fares as established pursuant to **ATTACHMENT TWO: SPECIFICATIONS 2015,** unless given approval by the Common Council of Chippewa Falls for any changes thereto.

3. Continue to provide the level of service as outlined in **ATTACHMENT TWO: SPECIFICATIONS 2015**, without reduction or change, unless such changes are approved by the Common Council and the Wisconsin Department of Transportation (WIDOT).

4. Running, Inc. shall submit requests for reimbursement as provided for in the **General Requirements, paragraph J. Method and Amount of Payment**.

5. The books and records of Running, Inc. shall be available to the Common Council, or its designee, and shall be subject to audit by the Wisconsin Department of Transportation.

6. To provide and maintain insurance as required in **ATTACHMENT TWO: SPECIFICATIONS 2015**.

7. To initiate a drug and alcohol control program in accordance with applicable federal regulations as required by the Federal Transit Administration and as required in **ATTACHMENT TWO: SPECIFICATIONS 2015.**

8. Assist the City in complying with requirements of the American With Disabilities Act (ADA).

B. The City of Chippewa Falls agrees to:

1. Issue a subsidy check to Running, Inc. once each month after the second Common Council meeting of each month in an amount which shall be computed at **$26.76** for each vehicle hour per month less revenues per month to equal the subsidy **(See paragraph J. ATTACHMENT ONE: GENERAL REQUIREMENTS for SHARED RIDE 2015.**

C. Other:

The City of Chippewa Falls reserves the right to terminate this contract if the Running, Inc. total operating hours, as determined in accordance with the foregoing exceeds for the year 2015 in such case, however, Running, Inc. shall be entitled to a ninety (90) day written notice of such termination, served either personally or by certified mail at its last known address.

Termination will be subject to Running, Inc. exceeding the total operating expense for 2015 as represented in the foregoing because of not maintaining conformance with **ATTACHMENT ONE: GENERAL REQUIREMENTS for SHARED RIDE 2015.** The total operating expense for the contract period may be exceeded contingent on user demand, conformance with service standards, and Transit Board of Directors recommendations, and City Council approval.

2. This contract shall commence on January 1, 2015, and shall terminate, without notice, on December 31, 2015, with the exception that, under FTA Circular 4220.1E Options, the City will have the exclusive option to extend the terms of the contract each year for not more than a total of one (1) year commencing in 2015.

3. Neither this contract, nor any part thereof, shall be assigned by Running, Inc. to any third person, firm, corporation, or association, without the express, written approval of the City of Chippewa Falls and the Wisconsin Department of Transportation. Only the City of Chippewa

Falls may contract with Care Maintenance Organizations (CMO) to provide transportation services. Running, Inc. shall not be a party to contracting with CMO's on behalf of the City of Chippewa Falls Shared Ride Transit Program.

4. Service may be discontinued by the City if anticipated State 85.20 funding and/or Section 5307 Federal funding is not received or is cancelled during the contracted time.

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

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

BY: _____
MAYOR Gregory Hoffman

DATE: December ___, 2014

_____
Richard Running, Running, Inc.

President

DATE: _____, 2014

ATTEST: _____
Bridget Givens, CITY CLERK

DATE: December _____, 2014

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, November 4, 2014, 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: Mike Hanke, Rob Kiefer, Amy Mason, Chuck Hull, Paul Olson, and George Adrian.
Also Present: City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, City Planner/Transit Manager Jayson Smith, Assistant City Engineer Matt Decur, Police Chief Wendy Stelter, Building/Zoning Inspector Paul Lasiewicz, Director of Chippewa Falls Main Street Teri Ouimette, and City Clerk Bridget Givens.

APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) Motion by Hanke/Adrian to approve the minutes of the Regular Council Meeting of October 21, 2014. **All present voting aye, motion carried.**

PERSONAL APPEARANCES BY CITIZENS

(a) The Mayor introduced Austin who was in attendance as part of his merit badge requirements for Boy Scouts.
(b) Mark Falch, 4696 144th Street, owner of Spring Street Studio appeared to advise of an issue with the parking lots near his business; particularly broken glass and cigarette butts. It was recommended this item be brought to Committee #3 for additional discussion.

PUBLIC HEARINGS

(a) Harvey Fouts, 311 East Vine Street, indicated his desire to install a wood boiler at this residence. He stated the system he would install is upwards of 75% efficient. Additional discussion was had including wood storage, chimney heights and the possibility of future requests of this type. Inspector Lasiewicz shared that he received an anonymous call advising they are against the Council granting a variance for Mr. Fouts.

Mayor Hoffman opened a public hearing regarding the appeal request of Harvey Fouts, 311 East Vine Street, to install an outdoor wood burning boiler at his residence at 6:49 pm.

There being no requests to speak, the hearing was closed at 6:50 pm.

COMMUNICATIONS - None

REPORTS

(a) The Board of Public Works Meeting of October 27, 2014 was cancelled due to lack of agenda items.
(b) Motion by Hanke/Adrian to refer the Transit Board of Directors minutes of October 22, 2014 to Committee #1 for additional discussion. **All present voting aye, motion carried.**
(c) Motion by Mason/Hanke to refer the Business Improvement District Board of Directors minutes of October 29, 2014 to Committee #1 for additional discussion. **All present voting aye, motion carried.**

APPLICATIONS

(a) Motion by Hanke/Kiefer to approve the Operator (Bartender) Licenses as approved by the Police Department. **All present voting aye, motion carried.**
(b) Motion by Adrian/Kiefer to approve the appeal of Harvey Fouts to place an outdoor wood burning boiler at his residence located at 311 East Vine Street. **Motion by Adrian/Kiefer** to amend the previous motion to include the approval was granted due to the efficiency of the boiler based upon the specifications provided by the manufacturer. **Roll Call Vote: Aye - Adrian, Kiefer, Mason, Olson, Hanke; No - Hull. Motion carried.**

PETITIONS - None

ATTACHMENT ONE:

City of Chippewa Falls Shared Ride
GENERAL REQUIREMENTS

A. **Prohibited Interest**
No member of the Congress of the United States shall be admitted to any share of this contract or to any benefit arising there from. No member, officer, or employee of the State of Wisconsin or the City of Chippewa Falls government during their terms with the State or City may have any direct or indirect interest in this contract or the proceeds thereof.

B. **Special Provisions for Public Financial Assistance Programs**
The contract is subject to the applicable terms and conditions of Federal and State financial assistance contracts. The following special contract provisions will be required between the City and Running, Inc. and between Running, Inc. and any subcontractor.

1. **Equal Employment Opportunity/Title VI Civil Rights Act:** Running, Inc. will be required to comply with all applicable equal opportunity laws and regulations. In connection with the carrying out of this project, Running, Inc. shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Running, Inc. will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay and other compensation, and selection for training including apprenticeship. Running, Inc. shall assure that no person shall, on the ground of race, color, creed, sex, age, national origin, or handicap be denied the benefits of the contracted service.

2. **Disadvantaged Business Enterprise (DBE):**
   (1) Policy. It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this Agreement.

   (2) DBE Obligation. The Recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure nondiscrimination in the award and administration of all contracts and sub agreements supported with Federal assistance from the U.S.D.O.T.

3. **Buy America:** Section 165 of the Surface Transportation Act of 1982 provides preference to the purchase of domestic articles, materials and supplies, whether manufactured or unmanufactured. Where Running, Inc. must purchase or lease new equipment to meet the needs of the City Shared Ride Taxi service, Buy America requirements may need to be satisfied. If Running, Inc. or its leasing company has sufficient inventory on hand to meet the contract needs, Buy America does not apply. A Buy America Certification, executed by Running, Inc. shall be required as part of the contract.

4. **Americans With Disabilities Act of 1990 (ADA):** Specifically, Title III Part 1 of the subject act deals with accommodations to be made in transit systems to comply with the Act. Recently, the Federal Transit Administration issued final rules relating to the implementation of the Act. These rules can be found in 49 CFR Parts 27, 37, and 38 (Federal Register, Vol. 56-No.173, September 6, 1991). Running, Inc. will be required to supply service, including vehicles, which will be in compliance with these rules. Notably, these regulations state that Service Providers providing transit services for public entities "stand in the shoes" of the public entity for which they provide service in meeting ADA requirements. Running, Inc. shall submit a signed Certificate of Equivalent Service (See Appendix C of the Agreement) to the City Transit Manager each time it purchases an inaccessible vehicle that is used to fulfill the requirements of the proposal and contract.

5. **Federal Drug and Alcohol Testing:** The U. S. Department of Transportation, Federal Transit Administration (FTA), has issued final rules relating to the testing rules and regulations concerning the provision of transit service using FTA funds. These rules and regulations can be found in the report titled Implementation Guidelines for Drug and Alcohol Regulations in Mass Transit, April 1994 (Report No. FTA-OH-26-0001-94-1). Running, Inc. shall fully implement these rules including establishing any required drug and alcohol control measures, and shall provide written reports as required by the City. The cost of carrying out the drug and alcohol requirements shall be assumed by Running, Inc. and be part of the 2013 contract with the City of Chippewa Falls.

6. **No Government Obligation To Third Parties:** Running, Inc. acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Running, Inc., or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

   Running, Inc. agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

7. **Program Fraud and False or Fraudulent Statements and Related Acts:** Running, Inc. acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Running, Inc. certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Running, Inc. further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Running, Inc. to the extent the Federal Government deems appropriate.

   Running, Inc. also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Running, Inc., to the extent the Federal Government deems appropriate.

Running, Inc. agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8. **Federal Changes:** The City of Chippewa Falls Transit Department agrees that it will comply with 49 CFR Part 18; U.S. Department of Transportation regulations relating to applicable FTA regulations, policies, procedures, and directives, including those directly listed or included by reference in Form FTA MA (7) dated October, 2000, as they may be amended or promulgated from time to time during the term of this Contract. The City of Chippewa Falls failure to so comply shall constitute a material break of this Contract.

9. **Incorporation of Federal Transit Administration (FTA) Terms:** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Running, Inc. shall not perform any act, fail to perform any act, or refuse to comply with any City of Chippewa Falls requests, which would cause City of Chippewa Falls to be in violation of the FTA terms and conditions.

10. **Debarment and Suspension.** Running, Inc. agrees to comply with the requirements of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension", 31 U.S.C. § 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.

11. **Breaches and Dispute Resolution:** (49 CFR Part 18, FTA C 4220.1D)

    a. Disputes: Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by the authorized representative of Chippewa Falls Transit Manager. This decision shall be final and conclusive, unless within ten (10) days from the date of receipt of its copy, the Running, Inc. mails or otherwise furnishes a written appeal to the City Transit Manager. In connection with any such appeal, Running, Inc. shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit Manager shall be binding upon Running, Inc., and Running, Inc. shall abide by the decision.

    b. Performance During Dispute: Unless otherwise directed by the City of Chippewa Falls, Running, Inc. shall continue performance under this Contract while matters in dispute are being resolved.

    c. Claims for Damages: Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

d. Remedies: Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the City and Running, Inc. arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Wisconsin.

e. Rights and Remedies: The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Running, Inc. shall constitute a waiver of any right or duty afforded any of him or her under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

12. **Clean Air:** Running, Inc. agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. Running, Inc. agrees to report each violation to the City, understands, and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Running, Inc. also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

13. **Clean Water:** Running, Inc. agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Running, Inc. agrees to report each violation to the City, understands, and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

    Running, Inc. also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

14. **Employee Protective Provisions:** Running, Inc. agrees to comply with transit employee protective requirements as follows:

    To the extent that FTA determines that transit operations are involved, Running, Inc. agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provide to support work on the underlying contract. Running, Inc. agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Running, Inc. also agrees to include the applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

16. **Environmental Protection** Running, Inc. agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. § 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

18. **Energy Conservation Requirements:** The City of Chippewa Falls agrees that it will comply with 42 USC § 6321 et seq. and 49 CFR Part 18; U.S. Department of Transportation regulations relating to energy conservation.

19. **Contracts Involving Federal Privacy Act Requirements:** The following requirements apply to Running, Inc. and its employees that administer any system of records on behalf of the Federal Government under any contract:

    Running, Inc. agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Running, Inc. agrees to obtain the express consent of the Federal Government before they or their employees operate a system of records on behalf of the Federal Government. Running, Inc. understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

    Running, Inc. also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

20. **Access to Records & Reports:** It is the policy of the City of Chippewa Falls to maintain an open and public process for the review of records and reports.

21. **Recycled Products:**
    The City of Chippewa Falls agrees that it will comply with 42 USC § 6962 et seq., 40 CFR Part 247, and Executive Order 12873; U.S. Department of Transportation regulations relating to recycled products. This requirement applies to all contracts designated by the EPA, when the purchaser or contractor procures $10,000 or more of such items in fiscal year, or when the cost of such items purchased during the previous fiscal year were $10,000, using federal funds.

C. **Indemnification**

Running, Inc. shall indemnify, keep, and save harmless the City of Chippewa Falls, its agents, employees and officials against any and all claims which may accrue against the City by virtue of the acts or omission by Running, Inc., its agents, employees, or officials arising out of this solicitation.

D. **Errors and Omissions**

Notwithstanding the provision of technical specifications, or other data supplied by the City, Running, Inc. shall have the responsibility to supply all services and details required to carry out the intent of the contracted service. The City reserves the right to interpret these specifications as it sees fit.

E. **Service to be Provided**

Running, Inc. shall provide Shared Ride Taxi service in accordance with the service specifications set forth under **ATTACHMENT TWO: SERVICE SPECIFICATIONS** unless specifically requested to provide different service by the City. The City reserves the right to alter the service specifications during the contract term if it determines that changes in service area, service levels, fares, or other operating characteristics are warranted in response to actual ridership demand for the service or available levels of Federal, State, and City funding. No such changes shall be made unless adopted by the Common Council. The costs and effects of any such changes shall be mutually negotiated between Running, Inc. and the City prior to implementation.

F. **Contract Term and Commencement of Service**

The contract will be for one (1) year commencing at 5:00 AM on January 1, 2015 and ceasing at midnight on December 31, 2015. The City of Chippewa Falls shall issue a subsidy check to Running, Inc. once each month after the second Common Council meeting of each month in an amount computed as **$26.76** for each vehicle passenger hour per month less each monthly farebox revenues.

The Service Provider shall be audited by the Wisconsin Department of Transportation.

The Service Provider agrees to offer the services from January 1, 2015 through December 31, 2015, subject to the right of either party, Running, Inc. or City, to terminate it at the end of the contract year if the parties are unable to agree on compensation for the coming year.

The continuation of existing service is of paramount importance to the City. Delays in service initiation on the part of Running, Inc. will not be allowed, unless the City finds that good cause exists and agrees to allow Running, Inc. to delay service start-up. If not the case, the City may require Running, Inc. to be responsible for securing, furnishing, and funding any services occasioned by Running, Inc. delay in service start-up.

The City reserves the right to delay the start of Running, Inc. service if such delay arises out of any Federal or State rule or regulation occasioning the delay.

G. **Inspection of Records**

Running, Inc. shall permit authorized representatives of the Federal, State, and City governments to inspect and audit all data and records as they relate to the service contract between the City of Chippewa Falls and Running, Inc. Said right shall extend to any subsidiary, subcontractor or parent corporations which relate to the provision of service under the contract.

H. **Termination of Contract**

1. For Convenience: The City may terminate this agreement upon ninety (90) days written notice to Running, Inc.

2. For Default: The City may terminate this agreement by written notice to Running, Inc. Said default shall be deemed to occur if Running, Inc. fails to perform, any service specified herein and does not cure said failures within five (5) days after receipt of notice from the City specifying such failures.

   The rights and remedies of the City under this clause are not exclusive and are in addition to any other rights and remedies pursuant to law or other terms of this agreement.

I. **Assignment or Transfer**

Running, Inc. will not be allowed to assign, transfer, or encumber the contract agreement or rights herein granted or any portion thereof, without the prior written consent of the City, which consent shall not be unreasonably withheld. The contract shall be binding upon the successors or assigns of Running, Inc. and the City.

J. **Method and Amount of Payment**

Running, Inc. shall invoice the City monthly, for the previous month's service. The amount of each monthly invoice shall be the contract driver hours times the agreed upon hourly rate, less the revenues, as noted below.

Line items shall be included in the monthly Running, Inc. invoice:

Transportation provided in *(insert month)* 2014

Total Monthly Driver Hours: (Hours X $26.76)	$	
Total Monthly Revenue:	($_____)	
Agency Fares	$4.50 X _____	$ _____
Elderly/Handicapped Fares	$1.75 X _____	$ _____
Adult Fares	$2.75 X _____	$ _____
Student Fares	$1.75 X _____	$ _____
Wait Fares		$ _____
Pre-Paid Vouchers		$ _____

Monthly STATS:

Driver Hours	_____
Passengers	_____
Passenger Miles	_____
Service Miles	_____
Fuel *(gallons)*	_____
Passengers Per Hour	_____

PAYMENT CODE **10.53530.5253** TOTAL $_____

Running, Inc. shall submit to the City Transit Administrative Office, a monthly invoice no later than the second Tuesday of each month. Upon submission of an acceptable invoice by Running, Inc., payment shall occur approximately one week after the second Common Council meeting of each month.

Running, Inc. shall maintain such accounting records as the City requires, and shall ensure compliance with that requirement. At a minimum, such accounting records, and any other related financial books and records shall be subject to an audit as directed by WisDOT. WisDOT may also direct audits upon a transfer of ownership of the Transit System or at any other such times as it may elect. Running, Inc. shall be responsible for, and make any and all inquiries to the WisDOT, in maintaining accounting records as required by WisDOT.

K. **Inspections**

The City reserves the right to inspect Running, Inc. operation and service in any manner, and at any time the City deems to be appropriate. Selected City employees, or designees of the City, shall be permitted free passage on Chippewa Falls Shared Ride vehicles for the purpose of performing said inspection of actual service.

L. **Accounting Records and Audits**

Running, Inc. shall maintain such accounting records as the Federal Transit Administration, WisDOT, or the City may require. Such accounting records and any other related financial books and records shall be subject to an audit as directed by WisDOT for the calendar year. WisDOT or the City may also direct audits upon a transfer of ownership of the Transit System or at any other such times as they may elect. WisDOT or the City may also direct performance audits of the Transit System at any time as they may elect.

M. **Investigation By Running, Inc.**

It shall be the responsibility of Running, Inc. to thoroughly read and understand the agreement and specifications and the scope of services to be provided. Running, Inc. is expected to fully inform itself as to the conditions and requirements of the services to be provided. Failure to do so is at Running, Inc. own risk. No plea of error or plea of ignorance by Running, Inc. of conditions that exist or that may hereafter exist as a result of failure or omission on the part of Running, Inc. to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City.

N. **Ineligible Service Provider**

Running, Inc. hereby certifies that it is not included on the U. S. Comptroller General's Consolidated List of ineligible contractors.

O. **Monitoring Procedures**

Running, Inc. shall be monitored by the City Transit Department, which shall include, but not be limited to inspection of the City-owned, and leased to Running, Inc., vehicles conducted bi-annually to evaluate compliance with all requirements as specified in the General Public Shared Ride Taxi Agreement.

ATTACHMENT TWO:

SPECIFICATIONS
2015
City of Chippewa Falls Shared Ride

A. **Type of Service**
The type of service provided shall be Shared Ride Taxicab (SRT) for the General Public. SRT vehicles may be dispatched to pickup or drop-off passengers en route to other passengers' origins or destinations. This routing allows a greater number of passengers to travel with available vehicles. The use of SRT shall be limited if it creates excessive travel time for passengers.

B. **Service Area**
The service area for the SRT service shall be the corporate limits of the City of Chippewa Falls. **(A current map of the City limits attached as EXHIBIT I)**

C. **Service Days and Hours**
Service shall be available on the following days during the specified hours:

Monday through Friday (non-holiday): 5:00 AM - 7:00 PM
Saturdays, Sundays, and Holidays: 6:30 AM - 4:30 PM

Holidays include:

New Years Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day

The City reserves the right to adjust service days and hours in response to actual ridership demand or levels of available Federal, State, and City funding.

D. **Service Levels**
Running, Inc. and the City Transit Department shall be responsible for monitoring user demand and the resulting vehicle and driver needs to accommodate the demand within the **Service Standards** as provided for in E. below.

Running, Inc., after consultation with and approval by the City, may vary service levels as necessary to meet the Service Standards and passenger demand. The City reserves the right to adjust service levels in response to actual ridership demand or available levels of Federal, State, or City funding.

E. **Service Standards**

The City has established Service Standards for SRT services as follows:

1. The average time for a passenger to wait for pick-up should be no more than thirty (30) minutes. Running, Inc. shall notify the City Transit Manager or Transit Department staff of any consistent thirty (30) minute delay in service.

2. SRT Drivers shall assist elderly or disabled passengers in boarding and de-boarding the vehicle.

3. SRT Drivers shall not enter homes, apartments, or buildings to assist passengers for pickups or drop-offs. SRT passengers should be instructed to wait at the bottom of any outside stairs beyond the building entrance.

4. SRT Drivers shall assist disabled passengers from building entrances into the SRT vehicles and from the SRT vehicles to the entrance of a building, and ensure the passenger is safely inside. SRT Drivers shall secure all disabled passengers and wheelchair passengers with proper seat belts and wheelchair securements. SRT Drivers shall not carry wheelchairs up or down stairs. Manual ramps shall be used for grade changes.

5. In accordance with Federal Transit Administrative Rules, Running, Inc. shall prepare and submit a "Safety Procedures and Policy" to the City Transit Department that addresses employee activities in both the company facilities and City-owned vehicles.

6. Running, Inc. shall maintain a minimum of **4.1** rides per driver hour. This is determined by dividing the number of passengers by the number of driver/vehicle hours accumulated to provide the service as required by this Contract. This shall be calculated on an annual basis and shall be monitored on a regular weekly, monthly, and quarterly basis.

7. Running, Inc. shall not exceed **16,585** driver hours in the performance of this contract for the calendar year 2014. This may be modified by the City Transit Department if passenger demand increases to a point to warrant modification. 2015 SRT driver hours is based on an estimated **68,000** passenger rides.

   The City shall monitor these service standards on a weekly, monthly, quarterly, and annual basis. The City may direct Running, Inc. to modify its operations if it finds these minimum standards are not in compliance. This also applies to Service Standard 6.

   Running, Inc. shall not be held responsible for failure to provide timely service due to extreme weather or traffic conditions, unavoidably vehicle malfunctions, or naturally occurring disasters.

F. **Fares and Revenues**

Running, Inc. shall charge passenger fares for SRT service provided in accordance with the **Fare Schedule** adopted by the City as set forth in **Table 1.** Running, Inc. will provide for all methods of fare payment, including, but not limited to cash, tickets, vouchers, and passes, which will maintain the fares as set forth in the Fare Schedule.

G. **Operation of Service**

Running, Inc. will be responsible for the complete operation of the City of Chippewa Falls Shared Ride Taxicab System. Said service shall be maintained throughout the term of the Contract, in accordance with the Specifications outlined in this section.

H. **Personnel**

Running, Inc. will be responsible for hiring, training, and supervising all personnel necessary to operate and manage the Shared Ride Taxi System under this contract, including a manager located within the City limits of Chippewa Falls, service manager, dispatcher(s), drivers, maintenance personnel, and all other support personnel needed to carry out the contract.

All personnel furnished by Running, Inc., in connection with the performance of the service shall be, and will remain, employees of Running, Inc., and will not act as, or represent themselves as, employees of the City of Chippewa Falls. Running, Inc. shall pay all wages, salaries, fringe benefits, social security taxes, and unemployment compensation contributions required of the contractor by law.

Running, Inc. shall be solely responsible for the satisfactory work performance of all employees as described in the Service Specifications, or under any reasonable performance standard established by the City.

With reasonable cause, the City shall have the right to demand removal of any personnel furnished by Running, Inc.

Running, Inc. shall provide an on-site manager to be assigned to oversee the City Shared Ride Taxicab System. Said manager shall be physically located in the City of Chippewa Falls, and shall be responsible for providing supervision and management of the Shared Ride Taxicab System. The on-site manager may perform other duties for the Shared Ride Taxi System in addition to managerial duties.

Running, Inc. will recruit, hire, train, and supervise the drivers who are to operate the City Shared Ride Taxi service. All drivers shall possess required Wisconsin licenses. Running, Inc. will be required to provide, upon request, driving records for all drivers, and to keep such driving records up-to-date for the City. The City reserves the right to inspect driver qualifications and performance, and to accept or reject individuals or drivers for this service at any time during their participation in this program.

Running, Inc. will maintain current personnel records for the employees (i.e. drivers, dispatchers, mechanics, etc.) providing services under this contract. The City and the Wisconsin Department of Transportation shall have access to Running, Inc. personnel records upon reasonable notice to Running, Inc.

Running, Inc. shall comply with all the rules and regulations of the U.S. Department of Transportation regarding Drug and Alcohol Policy as required by 49 CFR 655.15, 49 CFR 40.191, 40.197, 40.261 and 49 CFR Part 382. A Drug and Alcohol Testing program that includes FTA record keeping and monitoring of employees must be in place on the effective date of the contract for this service.

I. **Vehicles**

The eight (8) City-owned accessible vehicles for the SRT System shall be leased to Running, Inc. for a nominal annual cost of ($1.00) under **LEASE AGREEMENT, APPENDIX D** of the 2015 Agreement between the City of Chippewa Falls and Running, Inc.

Running, Inc. acknowledges that in the event that the City-owned vehicles are damaged through accident or other occurrences to the extent that it is no longer useable, that it shall be the sole discretion of the City whether to replace the vehicle or not.

To ensure that FTA funded vehicles in the CFSRT fleet remain available to be used for the purpose of providing CFSRT transportation only 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 Chippewa Falls Shared Ride Program services.

Running, Inc. will be responsible for proper maintenance and storage of City owned vehicles and equipment as provided for in **K. Maintenance and Storage of Vehicles.**

J. **Licensing**

Vehicles and drivers shall be licensed as appropriate to provide the Shared Ride Taxi Service in the City of Chippewa Falls.

K. **Maintenance and Storage of Vehicles**

The City requires Running, Inc. to maintain and house all City-owned vehicles for the Shared Ride Taxicab System. Running, Inc. shall keep the City-owned vehicles in clean condition, which includes exterior washing and interior cleaning to remove all dirt and debris.

Running, Inc. shall be responsible for providing preventive and routine maintenance on all vehicles leased from the City, at least to the extent recommended by the manufacturers. Any necessary repairs to the equipment during the contract period shall be the responsibility of Running, Inc.

Running, Inc. shall prepare and follow a "Vehicle Maintenance Plan" for City-owned vehicles, leased to Running, Inc. and funded in part with State and Federal capital funds. The "Vehicle Maintenance Plan" will, at a minimum, include procedures covering warranty

maintenance, preventative maintenance as required and recommended by the vehicle manufacturer, and corrective maintenance.

Running, Inc. shall keep records of all preventive, warranty, and repair maintenance and submit Quarterly reports to the City Transit Department staff verifying that vehicle maintenance is in accordance with the "Vehicle Maintenance Plan". The reports 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.

Any modifications, alterations, or additions to the City-owned vehicles must be approved by the City Transit Manager. A record of all alterations, modifications or additions to the City-owned vehicles shall maintained by the City Transit Department.

The City Transit Manager and/or Transit staff shall, at a minimum, initially and thereafter, bi-annually inspect each City-owned vehicle and record the inventory mileage, and vehicle condition. The Transit Manager and/or Transit staff shall notify Running, Inc. when the inspection shall occur and arrange an agreeable time to do so. City Transit Vehicle Reports shall be managed by the City Transit Manager and/or City Transit staff, and shall reconcile with the Running, Inc. vehicle maintenance reports.

L. **Telephone Reservations and Radio Communications**

Running, Inc. will be responsible for providing telephone reservations for SRT service during the hours of service specified under **Item C. Service Hours and Days.**

Requests for service by the public shall be on demand, as well as up to 24 hours in advance of the time needed.

Running, Inc. will be responsible for ensuring that the Chippewa Falls Shared Ride Taxicab service is listed and advertised in the white and yellow pages of the local City of Chippewa Falls telephone directory.

Running, Inc. will be responsible for the dispatching of vehicles to service requests.

Running, Inc. shall provide phone reservation service, including access to a TDD (Telecommunication Device for the Deaf) system, during the hours of service. The TDD system must be compliant with ADA regulations.

All radio communications must correspond with FCC "narrowbanding" requirements.

All vehicles shall be equipped with radios provided by Running, Inc.

M. **Record and Reports**

Running, Inc. shall be responsible for providing records of operating and financial information, which shall be submitted to the City Transit Office in a timely manner for City staff to use when preparing required Federal, State, and Local reports relative to the service. At a minimum, the following records shall be maintained by the Service Running,

Inc., Transit Manager and/or Transit Department staff.

All records shall be retained for a period of three (3) years.

1. Driver Logs: Drivers must maintain daily passenger and vehicle trip logs, which shall include, but are not limited to, the following information:

   * Driver name and vehicle number.

   * Total daily passenger counts.

   * Address of pick up point and destination point.

   * Passenger counts for each type of request (Adult Fare, Reduced Fare, Student Fare and Agency Fare) served daily and the actual time of pick-up and drop off at the destination.

   * Total number of passengers categorized by fare type (wait, total). These amounts are totaled as the daily revenue passengers by vehicle.

   * Daily mileage by vehicle, recorded to the nearest mile.

2. Dispatcher Records: Dispatcher logs shall be maintained daily. These logs shall include, but are not limited to, the following information:

   * The pick up and destination of the user requesting service and, if possible, the name and telephone number of the user.

   * The passenger requested arrival time at the destination.

   * Passenger counts and type for each request (Adult, Reduced, Student and Agency) served.

   * The identification number of the vehicle responding to the taxi request.

   * Fare type and amount for each request (wait, total) served.

   * The estimated passenger pick-up time.

3. Upon request by Transit Department staff, Running, Inc. shall submit to the City Transit Office: Daily Driver Log sheets, Dispatcher Log sheets, and any other records pertinent to daily Shared Ride Taxicab System service.

4. On occasion, the City Transit staff may request amendments to the design of the dispatch and driver logs to insure that the appropriate information is recorded and available. Running, Inc. shall provide its own dispatch and driver logs. Computer

generated dispatch logs are acceptable, provided all the information requested by the City is in a suitable format as determined by the City.

5. **Quarterly and Annual Report Information:** The City shall prepare and submit all quarterly and annual report information required by the Wisconsin Department of Transportation and the Federal Transit Administration, National Transit Database, and any other reporting required.

6. Running, Inc. shall confer with the City Transit staff in a cooperative and coordinated way to ensure that the State WisDOT, FTA, and City record all data in an acceptable fashion that enables the City staff to prepare reports as required.

N. Insurance

Running, Inc. shall be responsible for securing and maintaining in full force and effect at all times during the term of the agreement an insurance policy, or policies, which designate both the Service Provider and the City of Chippewa Falls as a named insured. The Service Provider, or its designee will provide certificates of coverage to the City.

ALL types and amounts of insurance shall be maintained by the Service Provider:

A. Minimum Limits of Insurance for Service Provider
Service Provider shall maintain limits no less than:

1. Commercial General Liability for bodily injury, personal injury, advertising injury, and property damage.

2. Comp and Collision shall be included.

a) General Aggregate Limit (other than Products-Completed Operations)	per project $2,000,000
b) Products-Completed Operations Aggregate	$2,000,000
c) Personal and Advertising Injury Limit	$1,000,000
d) Each Occurrence Limit	$1,000,000
e) Medical Expense Limit – Any One Person	$5,000

3. Auto Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

4. Workers' Compensation and Employer's Liability: Workers' Compensation benefits as required by the State of Wisconsin and Employer's Liability, with sufficient limits to meet Umbrella Liability underlying insurance requirements.

5. Umbrella Liability: $2,000,000 each occurrence; $2,000,000 general aggregate; $2,000,000 products – completed operations aggregate.

B. Acceptability of Insurers

Unless otherwise agreed to in writing by Owner, 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.

C. Additional Insureds

The following parties including their trustees, directors, elected or appointed officials, officers, agents and employees shall be named as additional insureds on all Service Provider's Commercial General Liability and Umbrella Liability policies for liability arising out of the project work:

1. City of Chippewa Falls, Wisconsin

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.

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.

D. Running, Inc. shall require any of their contractors, subcontractors, or subcontractors to maintain insurance of the same kind, terms, and conditions as required of the Service Provider described above.

E. Additional Insurance Requirements

1. 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 Owner.
2. 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.
3. Not less than two (2) business days after the expiration of the insurance coverage required by Running, Inc., Running, Inc. must provide the City 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 with certified copies of the required insurance policies within ninety (90) days of the renewal of coverage.

4. 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:
   a. Order Running, Inc. to cease all operations until the required documents have been provided;
   b. 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.
   c. Find Running, Inc. in material breach and default under this Contract.

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.

O. **Customer Service and Complaints**

Running, Inc. shall maintain qualified personnel to dispense information concerning the Chippewa Falls Shared Ride taxicab system.

Running, Inc. will also respond to, and resolve all complaints regarding the service, recording them on a form satisfactory to the City. Running, Inc. will investigate and resolve each complaint appropriately within five (5) days. When the complaint is resolved, Running, Inc. will promptly notify the person who filed the complaint, and will submit a completed copy of the complaint form to the City.

P. **Planning, Promotion and Publicity**

The City shall be responsible for any planning, promotion, or publicity relative to the Contract service. Running, Inc. shall be under no obligation to expend funds for service promotion or publicity with the exception of advertisements in the yellow pages of telephone directories.

Q. **Policy Toward No-Pay**

When a No-Pay incident occurs, Running, Inc. dispatcher and driver must get all pertinent information: Date, time of day, address of pick-up and destination, etc. If possible, the driver should get a physical description of the individual or individuals.

No-Pay information will be forwarded to the City Attorney for collection under "Defrauding an Innkeeper Law".

EXHIBIT I MAP OF CHIPPEWA FALLS

Table I

2014 FARES AND REVENUES

Adult	$2.75
Elderly & Handicapped	$1.75
Student	$1.75
Agency	$4.50

APPENDIX A:

Chippewa Falls Shared Ride
2015 Terms and Conditions

Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

During the performance of the 2015 Contract between Chippewa Falls and Running, Inc., for itself, its assignees, and successors in interest agrees as follows:

A. **Compliance with Regulations:** Running, Inc. shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereafter referred to as the Regulations) which are herein incorporated by reference and made part of this Contract.

B. **Nondiscrimination:** Running, Inc., with regard to the work performed by it during the Contract, shall not discriminate on the grounds so of race, color, sex, or national origin in the selection or retention of subcontractors including procurements of materials and leases or equipment. The Service Provider shall not participate either directly of indirectly in the discrimination prohibited by practices when the contract covers a program set forth in the regulations.

C. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Running, Inc. for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of Running, Inc. obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.

D. **Information and Reports:** Running, Inc. 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 Administering Agency to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Service Provider is in the exclusive possession of another who fails or refuses to furnish this information, the Service Provider shall so certify to the Administering Agency, and shall set for what efforts it has made to obtain the information.

F. **Sanctions for Noncompliance:** In the event of Running, Inc. noncompliance with the nondiscrimination provisions of this Contract, the Administering Agency shall impose such Contract sanctions as it may determine to be appropriate including, but not limited to:

1. Withholding of payments to the contractor under the contract until the Running, Inc. complies, and/or
2. Cancellation, termination, or suspension of Contract, in whole or in part.

G. **Incorporation of Provisions:** Running, Inc. shall include the provisions of this section in every subcontract, including procurement of materials and leasing of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Running, Inc. shall take such action with respect to any subcontractor or procurement as the Administering Agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided , however, that in the event Running, Inc. becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, Running, Inc. may request the Administering Agency to enter into such litigation to protect the interests of the State, and in addition, Running, Inc. may request the United States to enter into such litigation to protect the interest of the United States.

APPENDIX B:

Lobbying Certification 2015

RUNNING, INC., Certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal Department or Agency, a Member of U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government Wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontr4acts, sub-grants, and contracts under grants loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. SS 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $100,000 for each such failure.

RUNNING, INC., CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OR ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C.SS 3801 ET. SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

_____
RICHARD RUNNING, Running, Inc.

_____
Title

_____, 2014
Date

APPENDIX C

CHIPPEWA FALLS, WISCONSIN
SHARED RIDE TAXI PROGRAM
2015
Certification of Equivalent Service

I, Richard Running, representing Running, Inc., that is the service provider for the Chippewa Falls Shared Ride Taxi Program, certify that its demand response service offered to individuals with disabilities, including individuals who use wheelchairs is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

1) Response time;
2) Fares;
3) Geographic service area;
4) Hours and days of service;
5) Restrictions on trip purpose;
6) Availability of information and reservation capability; and
7) Constraints on capacity or service availability.

In accordance with 49 CFR 37.77, public entities operating demand response systems for the general public which receive financial assistance under Section 18 of the Urban Mass Transportation Act must file this certification with the appropriate state program office before procuring any inaccessible vehicle. Such public entities not receiving FTA funds shall also file the certification with the appropriate state program office. Such public entities receiving FTA funds under any other section of the UMT Act must file the certification with the appropriate FTA regional office. This certification is valid for no longer than one year from its date of filing.

_____
RICHARD RUNNING, Running, Inc.

_____
Title

Date: _____, 2014

APPENDIX D:

VEHICLE LEASE 2015

Between 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 General Agreement with the City of Chippewa Falls to provide on demand, shared ride service beginning January 1, 2015 and ceasing December 31, 2015.

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

Lessor shall, and does hereby, lease said vehicles to Lessee for the period January 1, 2015 through December 31, 2015, on the following terms and conditions:

1. Lessee shall lease said vehicles and operate the same in accordance with its agreement with the City of Chippewa Falls.

2. Lessee shall have control of said vehicles in accordance with this lease and the 2015 General Agreement. To ensure that FTA funded vehicles in the CFSRT fleet remain available to be used for the purpose of providing CFSRT transportation only 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 Chippewa Falls Shared Ride 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 2015 General Agreement and as set forth below, the maintenance of said vehicles.

4. <u>Insurance</u>
   Running, Inc. shall be responsible for securing and maintaining in full force and effect at all times during the term of the agreement an insurance policy, or policies, which designate both Running, Inc. and the City of Chippewa Falls as a named insured. Running, Inc., or its designee will provide certificates of coverage to the City.

   ALL types and amounts of insurance shall be maintained by Running, Inc.:

   A. <u>Minimum Limits of Insurance for Running, Inc.</u>
   Running, Inc. shall maintain limits no less than:

      1. Commercial General Liability for bodily injury, personal injury, advertising injury, and property damage.

      a) General Aggregate Limit (other than Products-Completed Operations) (per project) $2,000,000

      b) Products-Completed Operations Aggregate $2,000,000

c) Personal and Advertising Injury Limit $1,000,000

d) Each Occurrence Limit $1,000,000

e) Medical Expense Limit – Any One Person $5,000

2. Auto Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employer's Liability: Workers' Compensation benefits as required by the State of Wisconsin and Employer's Liability, with sufficient limits to meet Umbrella Liability underlying insurance requirements.

4. Umbrella Liability: $2,000,000 each occurrence; $2,000,000 general aggregate; $2,000,000 products – completed operations aggregate.

B. Acceptability of Insurers

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.

C. Additional Insureds

The following parties 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:

1. City of Chippewa Falls, Wisconsin

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.

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.

D. 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.

E. Additional Insurance Requirements

1. 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 Owner.
2. 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.

3. 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 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 with certified copies of the required insurance policies within ninety (90) days of the renewal of coverage.
4. 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:
   a. Order Running, Inc. to cease all operations until the required documents have been provided;
   b. 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.
   c. Find Running, Inc. in material breach and default under this Contract.

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.

5. The use and operating characteristics of the 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 City Shared Ride Taxi Program as outlined in the General Agreement between the Lessor and the Lessee. The vehicles may travel outside the city limits for vehicle service.

6. 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.
   (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.

7. The Lessee shall report all accidents, which involve said vehicle. A report of an accident shall be filed with the City Transit Office and shall include the type of accident (both vehicle and personal injury), who was involved, the cause of the accident, and the final disposition of the accident.

8. The Lessee shall be responsible for training all operators of the vehicle to insure 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.

9. 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.

10. Lessee shall pay to the Lessor, as rental payments for said vehicles, the sum of one ($1.00) Dollar.

11. 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.

12. 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.

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: _____, 2014