



Minutes

Committee #4

Recycling, Computerization, Building, and Intergovernmental Services

Committee #4 met Tuesday, October 17, 2017 at 5:45 pm in the City Hall Council Chambers, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: Chuck Hull, Paul Nadreau, and Paul Olson

Mayor/Other Council Members present: Mayor Hoffman, Rob Kiefer, and John Monarski

Others present: Fire Chief Mike Hepfler, Chippewa County Recycling Coordinator Renee Yohnk, and City Clerk Bridget Givens.

The meeting was called to order at 5:45 pm.

**1. Discuss letter of intent and two-year contract between the City of Chippewa Falls and Chippewa County for recycling administration. Possible recommendations to Council.**

Chippewa County Recycling Coordinator, Renee Yohnk, distributed a handout describing the process, schedule, and terms of the recycling service contract between the City of Chippewa Falls and Chippewa County. The agreement reflects an increase of 2.5%. Yohnk advised that all recycling revenues generated between January - August have been distributed to the City.

**Motion by Nadreau/Olson** to recommend Council approve the two-year contract between the City of Chippewa Falls and Chippewa County for recycling administration pending final approval by Committee #1. **All present voting aye, motion carried.**

**2. Discuss draft Building Usage Policy and Rental Agreement for the Chippewa Falls Fire Department. Possible recommendations to Council.**

Fire Chief Hepfler advised that the draft agreement has been reviewed and approved by Attorney Ferg. He further advised that all doors can be controlled through the computer system, so no keys or key fobs will be distributed. Clerk Givens pointed out two minor corrections on Page 3 of the agreement; namely, changing "Building Usage Committee" to "Committee #4" and correcting the paragraph numbering. Discussion was had relative to the rental fee for the building. Chief Hepfler will monitor the rentals and if there are any issues with the fee charged, will bring it back to the Committee.

**Motion by Olson/Nadreau** to recommend Council approve the Building Usage Policy and Rental Agreement for the Chippewa Falls Fire Department including the discussed corrections. **All present voting aye, motion carried.**

**3. Adjournment**

**Motion by Nadreau/Olson** to adjourn at 6:00 pm. **All present voting aye, motion carried.**

Minutes submitted by:  
Chuck Hull, Chair





"Stewardship for Sustainability"

(715) 726-7920  
www.co.chippewa.wi.us

711 North Bridge Street  
Chippewa Falls, WI 54729-1876



Recycling Division  
(715) 726-7999

---

*Helping People to Reduce - Reuse - Recycle*

September 18, 2017

Lynne Bauer  
Finance Manager/Treasurer  
30 W Central Street  
Chippewa Falls WI 54729

This letter serves as written notice that Chippewa County intends to renew the 66.30 intergovernmental agreement with the City of Chippewa Falls for the administration of the city's recycling program for 2018 and 2019.

The County proposes a 2.5% increase to calculate the two-year contract amount at \$9536 (2017's rate) x 2.5% = \$9774.40/yr.

If you have any questions please call me at 726-7999.

Sincerely,

A handwritten signature in cursive script that reads "Renee Yohnk".

Renee Yohnk  
Recycling Coordinator

cc: Committee #4 Chairman

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is between the City of Chippewa Falls, ("City") and Chippewa County, ("County") as follows:

WHEREAS, pursuant to section 66.30 Wis. Stats., the City has agreed to contract with the County as its agent, and the County has agreed to act as such agent, for the administration of the City's recycling program, and

WHEREAS, this agreement allows the City to obtain personnel and administrative services as needed and as determined necessary to carry out the City's recycling programs.

### WITNESSETH:

1. The City hereby agrees to engage the County and the County agrees to provide personnel and administrative services to carry out the City's recycling programs.
2. A description of the recycling tasks and roles is attached as Exhibit A and made a part hereof, and is titled Chippewa County Solid Waste and Recycling Responsibilities for the City of Chippewa Falls Contract. The definition and functions set out the scope of services under this agreement. In addition, the City may, from time to time, make other specific directives in mutual agreement with the County to carry out current and future recycling programs.
3. The parties recognize and agree that the City recycling program is a component of the City Solid Waste Management Plan (as amended from time to time), and that some solid waste issues are involved as part of the recycling program.
4. The County agrees that the personnel who administer the program will have the knowledge, ability, training, and experience as set out in Exhibit A. The County shall select the personnel to provide the services herein.
5. The City shall pay to the County for said services the sum of \$9,774.40 per year (290 hours = \$814.53 monthly).
6. The term of this agreement shall be through December 31, 2019. This agreement shall be renewable on the same terms and conditions for successive one year periods. Written notice of intent to renew shall be delivered to the other party at least 60 days prior to the expiration of the term of this agreement of any renewal hereof, with the other party having 30 days thereafter to signify its agreement to renew. Notwithstanding the foregoing, either party may terminate this agreement without further obligation on 30 days written notice. This ability to terminate applies to 2018 and any time thereafter.
7. The parties agree and understand that the sole cost to the City hereunder shall be the payments as set out in paragraph 5, above. Normal and customary office space, clerical assistance, equipment, and supply costs shall be at the expense of the County

and shall not be separately or additionally billed to the City. However, all postage, letterhead, envelopes and recycling carts will be paid by the City through existing City accounts.

8. In connection with the performance of this agreement the parties agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicapped, sex, physical condition, developmental disability, as defined in sec. 51.05(5), Wis. Stats., political affiliation or national origin.
9. Each party to this agreement shall hold and save each other, its officers, agents, and employees, harmless from any liability of any nature or kind, including costs and expenses, for or on account of any and all suits or claims for damages of any character whatsoever resulting from injuries or damages sustained by anyone in the performance of services under this agreement.
10. The parties agree that the County shall act as the agent of the City under this agreement. However, the personnel performing such services shall at all times be and remain employees and/or agents of the County and not of the City. Personnel providing services under this agreement shall not be eligible for wages, salaries, fringe benefits, unemployment compensation, worker's compensation, health or life insurance, or any other form of payment through or on behalf of the City.
11. Notices hereunder shall be provided to the following representatives of the parties:

City: Lynne Bauer  
Finance Manager/Treasurer  
30 West Central Street  
Chippewa Falls WI 54729

County: Dan Masterpole  
Department Director/County Conservationist  
Department of Land Conservation & Forest Management  
711 N Bridge Street  
Chippewa Falls WI 54729

12. This agreement represents the entire agreement between the parties and may not be changed, amended, or modified unless agreed to by each party in writing.

The parties hereto, having read and understood the entirety of this agreement consisting of three pages, and Exhibit A consisting of one page, hereby affix their duly authorized signature.

## Exhibit A

### Chippewa County Solid Waste & Recycling Responsibilities for the City of Chippewa Falls Contract

#### 1. Program Responsibilities

- a. Represent the City at County, regional and other meetings dealing with recycling and related topics.
- b. Provide technical assistance and information to the Committee #4 – Recycling. Attends committee meetings as necessary.
- c. Assist with the preparation of studies, reports, grant applications and projects in accordance to instructions of the Committee #4 – Recycling.
- d. Act as public contact person for matters relating to recycling.
- e. Publicize special recycling events and disseminate regulatory information.
- f. Assist the city with the Request for Proposal development for their curbside recycling program.
  1. Draft revisions to the Request for Proposal. Review with city administrator and city attorney.
  2. Conduct public notice for RFP.
  3. Conduct direct mailing of the RFP's to recycling contractors.
  4. Draft revisions to the curbside recycling contract. Review with city administrator and city attorney. Contract signing will occur between clerk, mayor, and recycling contractor.
- g. Prepare city recycling brochure.
- h. Monitor contract requirements with hauler for curbside pick-up.
  1. Receive and approve proposed recycling cart from contractor.
  2. Receive daily phone calls and compile log from city residents regarding the following:
    - Cart requests; Brochure requests; Missed Pick-ups; Concerns
  3. Conduct monthly compliance checks to approve payment to the recycling contractor.
  4. Receive cart distribution reports, signed monthly tonnage reports and signed yearly tonnage reports and maintain the record. In the event reports are not turned in by the recycling contractor, the County/City personnel will develop a Compliance Status Report for review by city attorney and consideration by Committee 4 to withhold monthly payments to the recycling contractor.

#### 2. Fiscal Responsibilities

- a. Assist with the development of a solid waste/recycling budget and review fiscal reports with the Committee #4 – Recycling.
- b. Furnish financial reports to the Committee #4 – Recycling and City Council as needed.
- c. Maintain documentation file for grant.
- d. Prepare grant documentation for reimbursement of costs.

City of Chippewa Falls

\_\_\_\_\_  
Greg Hoffman  
Mayor

Dated: \_\_\_\_\_

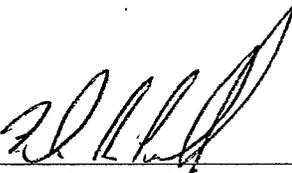
\_\_\_\_\_  
Lynne Bauer  
Finance Manager/Treasurer

Dated: \_\_\_\_\_

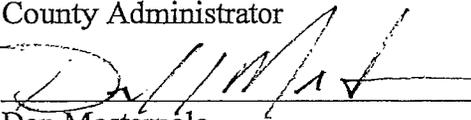
\_\_\_\_\_  
Robert Ferg  
City Attorney, and approved as to form.

Dated: \_\_\_\_\_

Chippewa County

  
\_\_\_\_\_  
Frank Pascarella  
County Administrator

Dated: 10/4/17

  
\_\_\_\_\_  
Dan Masterpole  
County Conservationist

Dated: 09/20/17

I hereby certify that sufficient funds exist in the accounts of the City of Chippewa Falls to pay for and meet the financial obligation incurred hereunder.

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



**CITY OF CHIPPEWA FALLS FACILITY USAGE  
- FIRE DEPARTMENT -**



**BUILDING USAGE POLICY AND RENTAL AGREEMENT**

The City of Chippewa Falls and the undersigned hereby agree to the following terms and conditions for usage/rental of space.

**1. Reservations and Information:**

- Available up to 3 months in advance on a first come/first serve basis.
- May be renewed year after year as long as a new agreement is filled out, signed and the appropriate deposit placed at the time of renewal.

**2. Availability:**

- Scheduled City functions will have priority for use of any City Community Room.
- The City has the right to refuse rental/usage on any date, including major holidays.
- The City will not discriminate based on race, age, gender, religious belief, political affiliation or sexual orientation.
- The City has the right to refuse rental/usage requests that are beyond the capabilities of the building.
- Spaces may not be used for:
  - Private social functions
  - Activities involving the sale, advertising or promotion of products or services.
  - a return engagement by a group that has abused the facility in its earlier use or has violated any of the regulations set forth in this policy statement.
  - Any purpose, which in the opinion of the boards or their directors, may interfere with the normal operations of the building.

**3. Rental Fees:**

- Not-for-Profit **civic** organizations are not subject to a rental fee. If damage occurs or additional clean up is necessary, a fee will be assessed accordingly.
- Private parties and other groups will be charged according to the fee table.

Fee Table:

Group/Room	Resident Rental Cost	Non-Resident Rental Cost	Security Deposit
Fire Department Training Room	\$50	\$150	+\$150

**4. Deposit Refund Conditions:**

- **ACCEPTABLE CLEAN UP** as explained in the Clean up requirements
- **FOLLOWING OF ALL GUIDELINES** as explained in the Rental Procedure & Terms
- Your security deposit refund may be collected the week following your rental.
- A portion or all of your deposit may be retained for repairs, replacements, and extra clean up.
- If all or part of your deposit is retained, you will be notified as to the reason(s) why on the Post-Rental Inspection Form (Attached.)
- If damage, replacements, and/or extra clean up is valued at more than your deposit, you will be billed for the balance.



CITY OF CHIPPEWA FALLS FACILITY USAGE  
- FIRE DEPARTMENT -



**5. Damage/Replacement/Extra Clean up Charges**

- If damage occurs while you are occupying the building, the person signing the Rental Agreement will be held responsible
- If cleaning is required after inspection of the room, necessary cleanup costs will be calculated at a rate of \$50 per hour per person required to clean the room.
- If full damage/clean up costs are not paid, the matter may be subject to legal action.

**6. Cleaning**

- You are responsible for following the clean up requirements.
- If excessive cleanup is required, you will be billed for the cost. Only street shoes will be allowed in the facility. No cleats, roller skates, inline skates, etc.

**7. Building Security**

The day of your scheduled event (or on Friday, if your event occurs over the weekend) you can pick up the rental keys. Once your event is completed, make sure all doors to the facility are locked and leave the keys in the designated location. Police will check on the building as part of their regular patrol route.

**8. Alcohol & Smoking Policy**

Smoking and the use of alcohol is strictly prohibited.

**9. Youth Sponsors**

- If you are holding a youth-oriented event, you are responsible for having an adequate number of sponsors (responsible adult chaperones) for the activity.
- One sponsor (responsible adult chaperone) for each ten youth participants is required.

**10. Decorating**

- No taping or pinning of any items to the walls or any fixture in the facility.
- If any damage is found in violation of the decorating policy, the responsible party will be required to pay for the assessed damage.

**11. Clean-up Requirements**

- Rental area(s) must be cleaned and left in the same or better condition in which it was found, or you will be subject to loss of part of your security deposit. All tables and chairs should be put back as they were found.

**A) Garbage**

- All garbage should be taken with you

**B) Restrooms**

- Flush all toilets
- Throw away any paper products left on counters or floors
- Clean counters, floors and toilets of any accidents, such as sickness

**C.) Tables**

- Tables and chairs should be put back in the order they were in when you arrived
- All surfaces should be wiped clean.



CITY OF CHIPPEWA FALLS FACILITY USAGE  
- FIRE DEPARTMENT -



**13. Liability Insurance.** Renter must provide City with a copy of certificate of liability insurance naming City of Chippewa Falls as an additional insured (for a minimum of \$1,000,000.00). Certificate of insurance must be provided 10 days or more, prior to event date or agreement will be void.

**12. The applicant agrees to indemnify, save and hold free and harmless, the City of Chippewa Falls, its officers, agents and employees, from and against all claims, demands, loss, liability, cost or expense of any kind or nature whatsoever which the City or its officers, agents or employees, or any of them may sustain or incur, or that may be imposed upon any of them, or to the rental, use and occupancy of the Chippewa Falls Municipal Buildings provided herein.**

**Failure to comply with one or more of the above guidelines could result in the loss of all or part of your security deposit and/or suspend you from renting/using the building in the future.**

**This policy is subject to further review and changes as deemed appropriate by the Building Usage Committee. Last updated on 09/13/2017.**

**I have read and agree to the above stated conditions and promise to comply with all policies related to the use of the City of Chippewa Falls Municipal Facility.**

**Signed: \_\_\_\_\_ Date: \_\_\_\_\_**



**CITY OF CHIPPEWA FALLS FACILITY USAGE**  
**- FIRE DEPARTMENT -**  
**POST-RENTAL INSPECTION FORM**  
 To be completed by City of Chippewa Falls Personnel



**INSTRUCTIONS:**

1. Inspection should be done within three (3) days of rental date.
2. If there is a full or partial refund due to RENTER, check appropriate box and fill in information as indicated and specify reason(s) if no refund or partial refund. Use name and mailing address.
3. Sign and date where indicated.
4. Make two (2) copies.
5. Return both copies to Department Secretary for processing.

Name of person completing inspection \_\_\_\_\_

AUTHORIZATION: The City of Chippewa Falls representative has inspected the Municipal Facility premises on \_\_\_\_/\_\_\_\_/\_\_\_\_ (date format mm/dd/yyyy)

CLERK INSTRUCTIONS:

Retain for pickup for one (1) week following inspection. Provide one copy of this form to the responsible party, along with refund check. After one week, please send both items to the address indicated below. Retain the other copy for City records.

Please issue deposit refund in the amount of \$\_\_\_\_\_,\_\_\_\_ (Not to exceed \$150.00) to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State:\_\_\_\_\_ Zip: \_\_\_\_\_

Do not issue a refund to the person or entity named above. File with rental payment records.

Your deposit was forfeited in whole or in part for the following reason(s):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signed: \_\_\_\_\_

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



CITY OF CHIPPEWA FALLS FACILITY USAGE  
- FIRE DEPARTMENT -



**FACILITY RENTAL APPLICATION**

*Note: Contact to arrange pick up of keys prior to the event date.*

**Renter Information**

Name of contact person: \_\_\_\_\_

Organization (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Cell Number(s) \_\_\_\_\_

Fax Number (if applicable): \_\_\_\_\_

Email Address: \_\_\_\_\_

**Event Information**

Date(s) of Event: \_\_\_\_\_

Event Times:

Set-up \_\_\_\_\_

Event Time \_\_\_\_\_

Clean-up \_\_\_\_\_

Anticipated number of people: \_\_\_\_\_

Purpose of Event: \_\_\_\_\_

Summary of Event: \_\_\_\_\_

*Rental includes use of small coat space and public restrooms*

**(NOTE: Capacity limit is 40 persons.)**

**Chief Officer Approving** \_\_\_\_\_

**Rental Fees:**

Rental Charge (if applicable): \_\_\_\_\_

Refundable Security Deposit (if applicable): \_\_\_\_\_

TOTAL AMOUNT PAYABLE: \_\_\_\_\_

*Rental fees and deposit must be paid prior to the event date.*

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_