



A G E N D A
CITY OF WAUPUN SPECIAL COMMON COUNCIL
City Hall 201 E Main Street Waupun WI 53963
Tuesday, September 29, 2020 at 5:30 PM

VIDEO CONFERENCE AND TELECONFERENCE

The Waupun Common Council will meet virtually at 5:30pm on Tuesday, September 29, 2020, via Zoom. The public may access the conference meeting online or by phone. Instructions to join the meeting are provided below:

1. Join Zoom Meeting

<https://us02web.zoom.us/j/83588570703?pwd=anEyOFA1NEt2UUZ4MORPL3FKQWxoZz09>

Meeting ID: 835 8857 0703

Passcode: 913340

2. By Phone: 312-626-6799

CALL TO ORDER

ROLL CALL

PUBLIC HEARING

1. Requesting Waiver from State Mandate Regarding Housing Affordability Report 2020 Deadline

CONSENT AGENDA

2. Future Meetings & Gatherings, License and Permit Applications, Expenses

ORDINANCES & RESOLUTIONS

3. Ordinance to amend Ch.6.03 entitled Traffic Code-Other Intersection Controls for Stop Sign Placement at Church St., N. Harris Ave. & Maple St., N. Harris Ave.
4. Ordinance to amend Ch.6.03 entitled Traffic Code-Modified Through Streets and Other Intersection Controls for Yield Sign Removal and Stop Sign Placement at Rock Ave. & N. Harris Ave. and Newton Ave. & N. Harris Ave.
5. Tax Incremental District (TID) #1 Affordable Housing Extension Resolution

CONSIDERATION-ACTION

6. Brooks Fund Disbursement
7. Agreement with LifeStar Emergency Services LLC for Emergency Ambulance Service 2020-2023
8. 2021 Budget Workshop 3: Capital and Equipment

CLOSED SESSION

The Waupun Common Council will adjourn in closed session under Section 19.85 (1) (c) (e) of the WI Statutes for:
(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
(e) 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.

9. Developer's Agreement for MVP Site in TID 5

10. Possible Litigation

OPEN SESSION

The Waupun Common Council will reconvene in open session under Section 19.85(2) of the WI Statutes.

ACTION FROM CLOSED SESSION

ADJOURNMENT

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact the City Clerk at 920-324-7915.



AGENDA SUMMARY SHEET

MEETING DATE: 9/29/20 **TITLE:** Requesting Waiver from State Mandate Regarding Housing Affordability Report 2020 Deadline

AGENDA SECTION: PUBLIC HEARING

PRESENTER(S): Sarah Van Buren, Community and Economic Development Coordinator

| DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i> | FISCAL IMPACT |
|---|---------------|
| High Performance Government | 0 |

ISSUE SUMMARY:

WI Act 243 requires the City to prepare a Housing Affordability Report by January 1, 2021, which must be updated on an annual basis.

The Housing Affordability Report must contain information about plat approvals, proposed new dwelling units, undeveloped parcels, regulations, and a calculation of the financial impact of the those regulations. The Housing Fee Report must contain all development fees, total impact fees collected in the past year, and fess per new residential dwelling unit in the past year. Any fees not posted in the report may not be imposed by the City.

DISCUSSION:

Staff plans to prepare, annually update, and post the Housing Fee Report prior to January 1, 2021, since the requirement is relatively straightforward and the data readily available. The Housing Affordability Report is more complicated, as is connected to the City’s housing element of the Comprehensive plan. The act requires the following information:

- The number of subdivision plats, CSMs, condo plats, and building permit applications approved in the prior year.
- The number of new dwelling units proposed in all subdivision plats, CSMs, condo plats and building permit applications that were approved in the prior year.
- A list and map of undeveloped parcels in the municipality that are zoned for residential development.
- A list of all undeveloped parcels that are suitable, but not zoned for residential development and a description of the zoning requirements and availability of public facilities and services for each property.
- An analysis of the City’s residential development regulations, such as land use controls, site improvement requirements, fees and land dedication requirements and permit procedures. The analysis shall calculate the financial impact that each regulation has on the cost of each new subdivision. The analysis shall identify ways in which the municipality can modify its construction and development regulations, lot sizes, approval processes, and related fees to do each of the following:
 - Meet existing and forecasted housing demand.
 - Reduce the time and cost necessary to approve and develop a new residential subdivision in the municipality by 20%.

While staff does not have capacity to produce this report in 2020, there is value in it, and the recent [Housing Study and Needs Analysis](#) addresses some of the housing affordability issues that the report requires. Mandate waivers are offered

by the WI Department of Revenue and can provide exemption for the City from this report for the standard four-year timeframe. The mandate waiver application requires the following documents:

- A copy of the resolution or ordinance from your legislative body (town board, village board, city council, county board) requesting a mandate waiver. Include the recorded vote of that body.
- A formal attestation from the Governing Body that the waiver is not related to health or safety.
- A record of public hearing, if a public hearing was held, including any adverse impacts on the public services offered by other municipalities or counties.

STAFF RECOMENDATION:

City staff recommends that Council adopt the attached mandate waiver resolution and allow staff to formally submit the request to the WI Department of Revenue.

ATTACHMENTS:

Resolution

RECOMENDED MOTION:

Motion to approve Resolution #_____ Requesting Waiver from State Mandate Regarding Housing Affordability Report 2020 Deadline and allow staff to formally submit the request to the WI Department of Revenue.

RESOLUTION NO. _____

**REQUESTING WAIVER FROM STATE MANDATE REGARDING HOUSING AFFORDABILITY REPORT 2020
DEADLINE**

WHEREAS, the State Legislature has created Wis. Stats. s. 66.10013 requiring the City of Waupun to produce a Housing Affordability Report by January 1, 2021; and

WHEREAS, the Housing Affordability Report is required to be available to the public and posted to the City's website; and

WHEREAS, the City continues to proactively address many of the requirements in the mandate with the recent completion of the Housing Study and Needs Analysis; and

WHEREAS, several recent and upcoming planning projects identify and promote areas suitable for new residential and infill development; and

WHEREAS, the City lacks capacity to complete the report required by this mandate by the January 1, 2021, deadline while completing our adopted work plan and maintaining a level of service customers expect; and

WHEREAS, Wis. Stats. s. 66.10013 is not related to health or safety, but increases administrative time to develop such a report; and

WHEREAS, pursuant to Wis. Stats. s. 66.0143, a political subdivision may file a request with the Department of Revenue for a waiver from state mandate, except for mandates related to health or safety.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Waupun hereby request a waiver extension from the mandate imposed by Wis. Stats. s. 66.10013 regarding provision of a Housing Affordability Report.

BE IT RESOLVED that the Common Council affirms that this waiver request is not related to health or safety of residents in the City.

Dated this 29th day of September, 2020.

Julie J. Nickel, Mayor

ATTEST:

Angela J. Hull, City Clerk



AGENDA SUMMARY SHEET

MEETING DATE: 9/29/2020

TITLE: Future Meetings & Gatherings, License and Permit Applications, Expenses

AGENDA SECTION: CONSENT AGENDA

PRESENTER: Angela Hull, Clerk

| DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i> | FISCAL IMPACT | |
|---|---------------|--|
| | | |

ISSUE SUMMARY:

The Consent Agenda consist of future meetings and gatherings of the Common Council and consideration of licenses and permits and payment of expenses.

Future Meetings/Gatherings (Due to certain circumstances- may be held in person at the City Hall or Virtually/Telephonically)

| | | | |
|----------------------------|------------------------|--------|-------------------------------|
| Tuesday, October 13, 2020 | Common Council | 6:00pm | |
| Tuesday, October 27, 2020 | Committee of the Whole | 5:30pm | |
| Tuesday, November 10, 2020 | Common Council | 6:00pm | |
| Tuesday, November 24, 2020 | Committee of the Whole | 5:30pm | * Thanksgiving- November 26 |
| Tuesday, December 8, 2020 | Common Council | 6:00pm | |
| Tuesday, December 29, 2020 | Committee of the Whole | 5:30pm | * Christmas- December 24 & 25 |

License and Permit Applications

OPERATOR LICENSE:

Caley Visser, Bailey Mitchell, Kelly Ramus

TEMPORARY CLASS B:

None

STAFF RECOMENDATION:

Approve the Consent Agenda

ATTACHMENTS:

Expense Report(s)

RECOMENDED MOTION:

Motion to approve the Consent Agenda. (Roll Call)

ACH

Report Criteria:
Report type: Summary

| Check Issue Date | Check Number | Payee | Amount |
|------------------|--------------|-----------------------------|-----------------|
| 09/14/2020 | 3 | WELLS FARGO PAYMENT REMITT. | 1,232.82 |
| Grand Totals: | | | <u>1,232.82</u> |

Report Criteria:

[Report].Invoice Date = 09/14/2020

| Invoice | Description | Invoice Date | Total Cost | GL Account |
|--|--|--------------|------------|------------------|
| 27935 WELLS FARGO PAYMENT REMITT. | | | | |
| ANGIE-JULY/AUG20 | Election supplies - 8-11-20 | 09/14/2020 | 37.97 | 100-10-5142-3-38 |
| ANGIE-JULY/AUG20 | tote for election materials - Dollar General | 09/14/2020 | 6.86 | 100-10-5142-3-38 |
| ANGIE-JULY/AUG20 | amazon - roaster for election | 09/14/2020 | 58.91 | 100-10-5142-3-38 |
| ANGIE-JULY/AUG20 | amazon - poster puddy - election | 09/14/2020 | 5.44 | 100-10-5142-3-38 |
| ANGIE-JULY/AUG20 | Civic Systems registration for classes | 09/14/2020 | 45.00 | 100-10-5153-3-37 |
| KATHY-JULY/AUG20 | Zoom subscription - Schlieve | 09/14/2020 | 15.81 | 100-10-5197-3-38 |
| BJ-JULY/AUG20 | pager cases - FD | 09/14/2020 | 158.86 | 100-50-5232-3-36 |
| JEFF-JULY/AUG20 | chainsaw trimmer fits | 09/14/2020 | 15.98 | 100-70-5410-3-36 |
| ANGIE-JULY/AUG20 | amazon - router - garage phone connection | 09/14/2020 | 173.72 | 100-70-5412-3-36 |
| ANGIE-JULY/AUG20 | DNR site inspection to apply for burn permit | 09/14/2020 | 563.75 | 100-70-5443-3-38 |
| JEFF-JULY/AUG20 | Annual Charitable Organization Renewal Fee | 09/14/2020 | 54.00 | 450-70-5440-3-38 |
| ANGIE-JULY/AUG20 | amazon - monitor bracket | 09/14/2020 | 96.52 | 700-10-5192-3-36 |
| Total 27935 WELLS FARGO PAYMENT REMITT.: | | | 1,232.82 | |
| Grand Totals: | | | 1,232.82 | |

Report GL Period Summary

| GL Period | Amount |
|---------------|----------|
| 09/20 | 1,232.82 |
| Grand Totals: | 1,232.82 |

Vendor number hash: 111740
Vendor number hash - split: 335220
Total number of invoices: 4
Total number of transactions: 12

| Terms Description | Invoice Amount | Discount Amount | Net Invoice Amount |
|-------------------|----------------|-----------------|--------------------|
| Open Terms | 1,232.82 | .00 | 1,232.82 |
| Grand Totals: | 1,232.82 | .00 | 1,232.82 |

Report Criteria:

Report type: Summary

Check.Type = "Calculated"

| Check Issue Date | Check Number | Payee | Amount |
|------------------|--------------|----------------------------------|-----------|
| 09/24/2020 | 100701 | ADVANCED DISPOSAL | 43,561.03 |
| 09/24/2020 | 100702 | ALLIED 100 | 1,275.00 |
| 09/24/2020 | 100703 | ARMGA, BARB | 106.95 |
| 09/24/2020 | 100704 | AXON ENTERPRISE INC | 3,797.50 |
| 09/24/2020 | 100705 | BEACON ATHLETICS | 101.00 |
| 09/24/2020 | 100706 | BROWN CAB SERVICE INC | 8,982.65 |
| 09/24/2020 | 100707 | LEE ADVERTISING | 382.21 |
| 09/24/2020 | 100708 | CAREW CONCRETE & SUPPLY INC | 578.75 |
| 09/24/2020 | 100709 | CARTRIDGE WORLD | 54.00 |
| 09/24/2020 | 100710 | CHARTER COMMUNICATIONS | 1,148.37 |
| 09/24/2020 | 100711 | FERCH, SANDRA | 50.00 |
| 09/24/2020 | 100712 | FLEETPRIDE | 95.81 |
| 09/24/2020 | 100713 | GAPPA SECURITY SOLUTIONS LLC | 2,617.55 |
| 09/24/2020 | 100714 | GOODYEAR COMMERCIAL TIRE & SE | 339.72 |
| 09/24/2020 | 100715 | GUNDERSON, INC. | 339.23 |
| 09/24/2020 | 100716 | HOLIDAY WHOLESALE | 11.80 |
| 09/24/2020 | 100717 | HOMAN AUTO -GATEWAY | 180.00 |
| 09/24/2020 | 100718 | HULL, ANGELA J | 42.55 |
| 09/24/2020 | 100719 | J & S CARWASH LLC | 140.00 |
| 09/24/2020 | 100720 | KIMBALL MIDWEST | 372.39 |
| 09/24/2020 | 100721 | LONT, PHILLIP J & LONT, DOREEN A | 100.00 |
| 09/24/2020 | 100722 | LUECK, FRED | 20.00 |
| 09/24/2020 | 100723 | MIEDEMA, MARGARET | 50.00 |
| 09/24/2020 | 100724 | MK CELLULAR | 84.98 |
| 09/24/2020 | 100725 | MUNICIPAL CODE CORPORATION | 7,050.00 |
| 09/24/2020 | 100726 | NAPA AUTO PARTS-WAUPUN | 25.41 |
| 09/24/2020 | 100727 | PERKINS OIL | 535.40 |
| 09/24/2020 | 100728 | PETERSEN, JENNIFER | 39.10 |
| 09/24/2020 | 100729 | PETTY CASH-CITY HALL | 25.26 |
| 09/24/2020 | 100730 | PETTY CASH-POLICE DEPT. | 12.66 |
| 09/24/2020 | 100731 | PIGGLY WIGGLY DISCOUNT FOODS | 1,127.25 |
| 09/24/2020 | 100732 | PIT-STOP PORTABLES | 402.50 |
| 09/24/2020 | 100733 | POMP'S TIRE - FOND DU LAC | 380.00 |
| 09/24/2020 | 100734 | POSTMASTER OF WAUPUN | 55.00 |
| 09/24/2020 | 100735 | REDEKER, MITCHELL | 50.00 |
| 09/24/2020 | 100736 | REINDERS INC. | 73.70 |
| 09/24/2020 | 100737 | SHURPIT, PAMELA | 75.00 |
| 09/24/2020 | 100738 | STAPLES CREDIT PLAN | 384.71 |
| 09/24/2020 | 100739 | STEINIG TAL KENNEL LLC | 25.00 |
| 09/24/2020 | 100740 | STICKS AND STONES | 130.00 |
| 09/24/2020 | 100741 | STOBB PLUMBING & HEATING, INC. | 75.00 |
| 09/24/2020 | 100742 | SUMMIT AUTOMOTIVE | 207.90 |
| 09/24/2020 | 100743 | TRAFFIC & PARKING CONTROL CO. | 287.50 |
| 09/24/2020 | 100744 | TRUCK EQUIPMENT INC | 149.71 |
| 09/24/2020 | 100745 | UMR | 375.00 |
| 09/24/2020 | 100746 | UNIFORM SHOPPE | 528.75 |
| 09/24/2020 | 100747 | VANEGTERN, JOE | 75.00 |
| 09/24/2020 | 100748 | VON BRIESEN & ROPER, S.C. | 2,308.50 |
| 09/24/2020 | 100749 | WILLIAMS, ROBERT | 34.01 |

| Check Issue Date | Check Number | Payee | Amount |
|------------------|--------------|-----------------|------------------|
| 09/24/2020 | 100750 | WWW.323.TV LLC | 2,648.00 |
| 09/24/2020 | 100751 | ZIMMERMAN, BRAD | 400.00 |
| 09/24/2020 | 100752 | ZUHLKE, DOUGLAS | 50.00 |
| 09/24/2020 | 100753 | LEADSONLINE | 1,758.00 |
| 09/24/2020 | 100754 | HUZZARD SYSTEMS | 110.00 |
| Grand Totals: | | | <u>83,829.85</u> |

Report Criteria:

Report type: Summary

Check.Type = "Calculated"

Report Criteria:
 [Report] Invoice Date = 09/24/2020

| Invoice | Description | Invoice Date | Total Cost | GL Account |
|---|---|--------------|------------|------------------|
| 615 ADVANCED DISPOSAL | | | | |
| E10001441505 | aquatic center | 09/24/2020 | 152.00 | 100-20-5523-3-36 |
| E10001441505 | Recycle | 09/24/2020 | 8,963.95 | 420-70-5436-3-38 |
| E10001441505 | Residential Trash | 09/24/2020 | 34,445.08 | 425-70-5476-3-38 |
| Total 615 ADVANCED DISPOSAL: | | | 43,561.03 | |
| 1175 ALLIED 100 | | | | |
| 1762436 | AED supplies | 09/24/2020 | 1,275.00 | 410-40-5211-4-00 |
| Total 1175 ALLIED 100: | | | 1,275.00 | |
| 1565 ARMGA, BARB | | | | |
| 9-24-20 | Preparing Absentees | 09/24/2020 | 106.95 | 100-10-5142-1-10 |
| Total 1565 ARMGA, BARB: | | | 106.95 | |
| 1994 AXON ENTERPRISE INC | | | | |
| SI-1682710 | handle/smart cart/holster | 09/24/2020 | 3,797.50 | 410-40-5211-4-00 |
| Total 1994 AXON ENTERPRISE INC: | | | 3,797.50 | |
| 5010 BEACON ATHLETICS | | | | |
| 0323099 | replace home plate diamond #1 Medema Field | 09/24/2020 | 101.00 | 100-20-5525-3-36 |
| Total 5010 BEACON ATHLETICS: | | | 101.00 | |
| 6252 BROWN CAB SERVICE INC | | | | |
| 1017 | Shared Ride Taxi Service- August 2020 | 09/24/2020 | 8,982.65 | 501-10-5154-3-38 |
| Total 6252 BROWN CAB SERVICE INC: | | | 8,982.65 | |
| 7058 LEE ADVERTISING | | | | |
| 14380 | Ordinance Number 20-07 | 09/24/2020 | 18.76 | 100-10-5110-3-35 |
| 3278 | Ordinance Number 20-05 | 09/24/2020 | 19.44 | 100-10-5110-3-35 |
| 783 | Notice - liquor license | 09/24/2020 | 216.76 | 100-10-5110-3-35 |
| 14551 | Notice of public Hearing | 09/24/2020 | 103.71 | 100-10-5110-3-35 |
| 15036 | Notice of public Hearing | 09/24/2020 | 23.54 | 100-10-5110-3-35 |
| Total 7058 LEE ADVERTISING: | | | 382.21 | |
| 7065 CAREW CONCRETE & SUPPLY INC | | | | |
| 1183920 | curb & gutter - McKinney & Johnson | 09/24/2020 | 341.25 | 100-70-5433-3-36 |
| 1182696 | concrete - Visser Ave & Rens Way ticket #535662 | 09/24/2020 | 237.50 | 700-10-5192-3-38 |
| Total 7065 CAREW CONCRETE & SUPPLY INC: | | | 578.75 | |
| 7075 CARTRIDGE WORLD | | | | |
| 80223 | Cartridges | 09/24/2020 | 54.00 | 100-40-5211-3-38 |
| Total 7075 CARTRIDGE WORLD: | | | 54.00 | |
| 10048 CHARTER COMMUNICATIONS | | | | |
| 54053-SEPT20 | aquatic center | 09/24/2020 | 104.97 | 100-20-5523-3-36 |
| 0003194090120 | ethernet intrastate MBPS | 09/24/2020 | 490.00 | 100-40-5211-3-38 |

| Invoice | Description | Invoice Date | Total Cost | GL Account |
|---|---|--------------|------------|------------------|
| 0018615090120 | PD - voice, internet, tv | 09/24/2020 | 349.37 | 100-40-5211-3-38 |
| 15199-SEPT20 | garage - tv, internet | 09/24/2020 | 204.03 | 100-70-5412-3-38 |
| Total 10048 CHARTER COMMUNICATIONS: | | | 1,148.37 | |
| 12780 FERCH, SANDRA | | | | |
| 9-24-20 | Refund Senior Center Rental Fee due to Covid | 09/24/2020 | 50.00 | 100-46-4674-0-00 |
| Total 12780 FERCH, SANDRA: | | | 50.00 | |
| 13354 FLEETPRIDE | | | | |
| 59323034 | swivel | 09/24/2020 | 95.81 | 100-70-5411-3-36 |
| Total 13354 FLEETPRIDE: | | | 95.81 | |
| 14275 GAPPA SECURITY SOLUTIONS LLC | | | | |
| 15936DP | handicap Door Openers with Integration to Card - Access | 09/24/2020 | 1,417.55 | 100-70-5410-3-36 |
| 15935DP | Door openers Waupun Fire Station | 09/24/2020 | 1,200.00 | 100-70-5410-3-36 |
| Total 14275 GAPPA SECURITY SOLUTIONS LLC: | | | 2,617.55 | |
| 14641 GOODYEAR COMMERCIAL TIRE & SER | | | | |
| 132-1182219 | tires - DPW | 09/24/2020 | 339.72 | 100-70-5411-3-36 |
| Total 14641 GOODYEAR COMMERCIAL TIRE & SER: | | | 339.72 | |
| 15075 GUNDERSON, INC. | | | | |
| 905872 | fire Dept-Rugs - Sept 2020 | 09/24/2020 | 52.18 | 100-70-5410-3-38 |
| 905865 | Library Rugs - Sept 2020 | 09/24/2020 | 63.63 | 100-70-5410-3-38 |
| 907424 | Garage supplies - Sept 2020 | 09/24/2020 | 45.24 | 100-70-5411-3-38 |
| 907425 | Uniform/charges - Sept 2020 | 09/24/2020 | 131.02 | 100-70-5411-3-38 |
| 910160 | Uniform/charges - Sept 2020 | 09/24/2020 | 19.13 | 100-70-5411-3-38 |
| 910159 | Garage supplies - Sept 2020 | 09/24/2020 | 28.03 | 100-70-5411-3-38 |
| Total 15075 GUNDERSON, INC.: | | | 339.23 | |
| 15920 HOLIDAY WHOLESALE | | | | |
| 9445492 | Bleach Blast | 09/24/2020 | 11.80 | 100-20-5523-3-38 |
| Total 15920 HOLIDAY WHOLESALE: | | | 11.80 | |
| 15950 HOMAN AUTO -GATEWAY | | | | |
| 1014301 | Air brake module | 09/24/2020 | 180.00 | 100-70-5411-3-36 |
| Total 15950 HOMAN AUTO -GATEWAY: | | | 180.00 | |
| 16069 HULL, ANGELA J | | | | |
| 9-24-20 | Pick up Absentee Ballots- mileage FDL cty (40 miles) | 09/24/2020 | 23.00 | 100-10-5142-3-38 |
| 9-24-2020-A | Pick up Absentee Ballots- mileage Dodge cty (34 miles) | 09/24/2020 | 19.55 | 100-10-5142-3-38 |
| Total 16069 HULL, ANGELA J: | | | 42.55 | |
| 16603 J & S CARWASH LLC | | | | |
| 9.14.20 | Car Washes - PD | 09/24/2020 | 140.00 | 100-40-5212-3-38 |
| Total 16603 J & S CARWASH LLC: | | | 140.00 | |

| Invoice | Description | Invoice Date | Total Cost | GL Account |
|---|---|--------------|------------|------------------|
| 16987 KIMBALL MIDWEST | | | | |
| 8239729 | Shop supplies | 09/24/2020 | 372.39 | 100-70-5411-3-36 |
| Total 16987 KIMBALL MIDWEST: | | | 372.39 | |
| 17859 LONT, PHILLIP J & LONT, DOREEN A | | | | |
| 9/24/20 | TLE S Madison St Phase 2 - reissue | 09/24/2020 | 100.00 | 400-70-5436-8-00 |
| Total 17859 LONT, PHILLIP J & LONT, DOREEN A: | | | 100.00 | |
| 17900 LUECK, FRED | | | | |
| 9.24.20 | Plan Commission Minutes - Sept. 2020 | 09/24/2020 | 20.00 | 100-80-5632-1-10 |
| Total 17900 LUECK, FRED: | | | 20.00 | |
| 19154 MIEDEMA, MARGARET | | | | |
| 9-24-20 | Refund Senior Center Rental Fee due to Covid | 09/24/2020 | 50.00 | 100-46-4674-0-00 |
| Total 19154 MIEDEMA, MARGARET: | | | 50.00 | |
| 19287 MK CELLULAR | | | | |
| MKSMBIN13516 | Replace phone case and charger | 09/24/2020 | 84.98 | 100-50-5231-3-36 |
| Total 19287 MK CELLULAR: | | | 84.98 | |
| 19695 MUNICIPAL CODE CORPORATION | | | | |
| 00348230 | municode meeting subscription renewal 9/1/20-8/31/21 | 09/24/2020 | 2,750.00 | 100-10-5110-3-38 |
| 00348230 | annual website hosting maint support | 09/24/2020 | 4,300.00 | 100-10-5197-3-38 |
| Total 19695 MUNICIPAL CODE CORPORATION: | | | 7,050.00 | |
| 19802 NAPA AUTO PARTS-WAUPUN | | | | |
| 285898 | oil filters/spark plugs | 09/24/2020 | 25.41 | 100-50-5232-3-38 |
| Total 19802 NAPA AUTO PARTS-WAUPUN: | | | 25.41 | |
| 21245 PERKINS OIL | | | | |
| 94982-IN | Bulk oil & supplies | 09/24/2020 | 535.40 | 100-70-5411-3-36 |
| Total 21245 PERKINS OIL: | | | 535.40 | |
| 21357 PETERSEN, JENNIFER | | | | |
| 9-24-20 | MILEAGE - pick up absentee ballots for 11/3/20 election (| 09/24/2020 | 39.10 | 100-10-5142-3-38 |
| Total 21357 PETERSEN, JENNIFER: | | | 39.10 | |
| 21450 PETTY CASH-CITY HALL | | | | |
| 9-24-20 | Sympathy card | 09/24/2020 | 5.26 | 100-10-5110-3-38 |
| 9-24-20 TV | Recycle 2 TV's from Police Dept. | 09/24/2020 | 20.00 | 100-40-5211-3-38 |
| Total 21450 PETTY CASH-CITY HALL: | | | 25.26 | |
| 21550 PETTY CASH-POLICE DEPT. | | | | |
| 9-24-20 | Reimburse Sally (cleaning lady) - Dollar General - Lysol | 09/24/2020 | 12.66 | 100-40-5211-3-38 |
| Total 21550 PETTY CASH-POLICE DEPT.: | | | 12.66 | |

| Invoice | Description | Invoice Date | Total Cost | GL Account |
|---|---|--------------|------------|------------------|
| 21665 PIGGLY WIGGLY DISCOUNT FOODS | | | | |
| 0822 | DPW purchase | 09/24/2020 | 27.40 | 100-70-5410-3-38 |
| 2437 | K-9 Brat Fry | 09/24/2020 | 1,099.85 | 410-48-4861-0-00 |
| Total 21665 PIGGLY WIGGLY DISCOUNT FOODS: | | | 1,127.25 | |
| 21790 PIT-STOP PORTABLES | | | | |
| A-105270 | Ball Diamond 810 E. Lincoln St. Pump out sanitary crock | 09/24/2020 | 265.00 | 100-20-5525-3-36 |
| A-105520 | Pine Street Park Port a Potty | 09/24/2020 | 137.50 | 100-20-5525-3-38 |
| Total 21790 PIT-STOP PORTABLES: | | | 402.50 | |
| 22026 POMP'S TIRE - FOND DU LAC | | | | |
| 520091281 | tires | 09/24/2020 | 380.00 | 100-70-5411-3-36 |
| Total 22026 POMP'S TIRE - FOND DU LAC: | | | 380.00 | |
| 22099 POSTMASTER OF WAUPUN | | | | |
| 9-24-20 | Roll of stamps - election 11-3-20 | 09/24/2020 | 55.00 | 100-10-5142-3-33 |
| Total 22099 POSTMASTER OF WAUPUN: | | | 55.00 | |
| 22680 REDEKER, MITCHELL | | | | |
| 9-24-20 | Refund Senior Center Rental Fee due to Covid | 09/24/2020 | 50.00 | 100-46-4674-0-00 |
| Total 22680 REDEKER, MITCHELL: | | | 50.00 | |
| 22700 REINDERS INC. | | | | |
| 6000510-00 | Install tube in tire | 09/24/2020 | 73.70 | 100-70-5411-3-36 |
| Total 22700 REINDERS INC.: | | | 73.70 | |
| 23616 SHURPIT, PAMELA | | | | |
| 9-24-20 | Refund Senior Center Rental Fee due to Covid | 09/24/2020 | 75.00 | 100-46-4674-0-00 |
| Total 23616 SHURPIT, PAMELA: | | | 75.00 | |
| 24108 STAPLES CREDIT PLAN | | | | |
| 9-24-20 | share of office supplies | 09/24/2020 | 11.97 | 100-10-5131-3-30 |
| 9-24-20 | paper dividers | 09/24/2020 | 9.49 | 100-10-5141-3-30 |
| 9-24-20 | share of office supplies | 09/24/2020 | 11.99 | 100-10-5141-3-30 |
| 9-24-20 | timecard paper | 09/24/2020 | 131.99 | 100-10-5141-3-38 |
| 9-24-20 | Copy paper | 09/24/2020 | 39.21 | 100-10-5141-3-38 |
| 9-24-20 | shipping labels election | 09/24/2020 | 66.05 | 100-10-5142-3-38 |
| 9-24-20 | Election labels | 09/24/2020 | 66.05 | 100-10-5142-3-38 |
| 9-24-20 | share of office supplies | 09/24/2020 | 11.99 | 100-10-5191-3-30 |
| 9-24-20 | share of office supplies | 09/24/2020 | 11.99 | 100-20-5513-3-30 |
| 9-24-20 | share of office supplies | 09/24/2020 | 11.99 | 100-70-5420-3-30 |
| 9-24-20 | share of office supplies | 09/24/2020 | 11.99 | 100-80-5670-3-30 |
| Total 24108 STAPLES CREDIT PLAN: | | | 384.71 | |
| 24290 STEINIG TAL KENNEL LLC | | | | |
| 1547 | K-9 Dog boarding | 09/24/2020 | 25.00 | 410-48-4861-0-00 |
| Total 24290 STEINIG TAL KENNEL LLC: | | | 25.00 | |

| Invoice | Description | Invoice Date | Total Cost | GL Account |
|--|---|--------------|------------|------------------|
| 24350 STICKS AND STONES | | | | |
| 11740 | 904 Pleasant Ave. mowing & bagging regular service + 1. | 09/24/2020 | 130.00 | 100-70-5613-3-38 |
| Total 24350 STICKS AND STONES: | | | 130.00 | |
| 24400 STOBBS PLUMBING & HEATING, INC. | | | | |
| 11453 | Check damper molar control board @ safety building | 09/24/2020 | 75.00 | 100-70-5410-3-36 |
| Total 24400 STOBBS PLUMBING & HEATING, INC.: | | | 75.00 | |
| 24530 SUMMIT AUTOMOTIVE | | | | |
| 6067556 | tire pressure sensor | 09/24/2020 | 207.90 | 100-40-5212-3-36 |
| Total 24530 SUMMIT AUTOMOTIVE: | | | 207.90 | |
| 25250 TRAFFIC & PARKING CONTROL CO. | | | | |
| 1677915 | repair broken wire Main & Gateway | 09/24/2020 | 287.50 | 100-70-5441-3-36 |
| Total 25250 TRAFFIC & PARKING CONTROL CO.: | | | 287.50 | |
| 25446 TRUCK EQUIPMENT INC | | | | |
| 917681-00 | replace air dryer | 09/24/2020 | 149.71 | 100-70-5411-3-36 |
| Total 25446 TRUCK EQUIPMENT INC: | | | 149.71 | |
| 25475 UMR | | | | |
| 0009877471 | Fix (2nd) STD Contract | 09/24/2020 | 375.00 | 100-10-5143-3-38 |
| Total 25475 UMR: | | | 375.00 | |
| 25482 UNIFORM SHOPPE | | | | |
| 303099 | clothing allowance | 09/24/2020 | 528.75 | 100-12634 |
| Total 25482 UNIFORM SHOPPE: | | | 528.75 | |
| 25986 VANEGTERN, JOE | | | | |
| 9-24-20 | Refund Senior Center Fee due to Covid | 09/24/2020 | 75.00 | 100-46-4674-0-00 |
| Total 25986 VANEGTERN, JOE: | | | 75.00 | |
| 26465 VON BRIESEN & ROPER, S.C. | | | | |
| 332882 | Personnel Issues - Aug 2020 | 09/24/2020 | 2,308.50 | 100-10-5143-3-38 |
| Total 26465 VON BRIESEN & ROPER, S.C.: | | | 2,308.50 | |
| 28192 WILLIAMS, ROBERT | | | | |
| 9-24-20 | reimbursement meals - training | 09/24/2020 | 34.01 | 100-40-5215-3-37 |
| Total 28192 WILLIAMS, ROBERT: | | | 34.01 | |
| 29883 WWW.323.TV LLC | | | | |
| 26839 | Intel PC, keyboard & mouse, speakerphone | 09/24/2020 | 2,648.00 | 410-50-5231-4-00 |
| Total 29883 WWW.323.TV LLC: | | | 2,648.00 | |
| 29986 ZIMMERMAN, BRAD | | | | |
| 9-24-20 | Easement for Harris Creek - Newton/Rock | 09/24/2020 | 400.00 | 700-10-5192-3-38 |

| Invoice | Description | Invoice Date | Total Cost | GL Account |
|------------------------------|--|--------------|------------|------------------|
| Total 29986 ZIMMERMAN, BRAD: | | | 400.00 | |
| 29991 ZUHLKE, DOUGLAS | | | | |
| 9-24-20 | Refund Senior Center Rental Fee due to Covid | 09/24/2020 | 50.00 | 100-46-4674-0-00 |
| Total 29991 ZUHLKE, DOUGLAS: | | | 50.00 | |
| 300091 LEADSONLINE | | | | |
| 257619 | LeasOnline total track investigation sys ser package | 09/24/2020 | 1,758.00 | 100-40-5213-3-38 |
| Total 300091 LEADSONLINE: | | | 1,758.00 | |
| 300202 HUZARD SYSTEMS | | | | |
| 14704 | cage mount for printek printer & in vehicle adaptor | 09/24/2020 | 110.00 | 100-40-5211-3-38 |
| Total 300202 HUZARD SYSTEMS: | | | 110.00 | |
| Grand Totals: | | | 83,829.85 | |

Report GL Period Summary

| GL Period | Amount |
|---------------|-----------|
| 09/20 | 83,829.85 |
| Grand Totals: | 83,829.85 |

Vendor number hash: 1785578
 Vendor number hash - split: 2047583
 Total number of invoices: 72
 Total number of transactions: 85

| Terms Description | Invoice Amount | Discount Amount | Net Invoice Amount |
|-------------------|----------------|-----------------|--------------------|
| Open Terms | 83,829.85 | .00 | 83,829.85 |
| Grand Totals: | 83,829.85 | .00 | 83,829.85 |

Report Criteria:

[Report].Invoice Date = 09/24/2020



AGENDA SUMMARY SHEET

MEETING DATE: 9/29/20

AGENDA SECTION: RECOMMENDATIONS FROM BOARDS, COMMITTEES, COMMISSIONS

PRESENTER: Jeff Daane, Director of Public Works

TITLE: Ordinance to amend Ch.6.03 entitled Traffic Code-Other Intersection Controls for Stop Sign Placement at Church St., N. Harris Ave. & Maple St., N. Harris Ave.

| DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i> | FISCAL IMPACT | \$ [Enter] |
|---|---------------|------------|
| Safe, Healthy and sustainable community | \$50 | |

ISSUE SUMMARY:

Ordinance to amend Chapter 6.03(2) of the Municipal Code to add stop signs at the intersection of Church St. and N. Harris. and Maple St. and N. Harris.

With the new development happening on Tanager St. we have received some complaints/requests for better intersection controls in this area. Currently there is not a stop sign at either of these intersections.

STAFF RECOMMENDATION:

The Board of Public Works voted unanimously to recommend approval of this ordinance amendment to the Common Council.

ATTACHMENTS:

Proposed ordinance

MOTION OPTIONS:

1. Motion to waive the first reading and adopt Ordinance # _____ to amend Chapter 6.03(2) entitled Other Intersection Controls to add subsections (bl) and (bm) for the installation of stop signs at the intersection of Church St. and N. Harris Ave. and Maple St. and N. Harris Ave.
2. Motion to accept the first reading of the ordinance to amend Chapter 6.03(2) entitled Other Intersection Controls to add subsections (bl) and (bm) for the installation of stop signs at the intersection of Church St. and N. Harris Ave. and Maple St. and N. Harris Ave.
3. Do nothing and the ordinance fails.

ORDINANCE NUMBER 20-

AN ORDINANCE TO AMEND CHAPTER SIX OF THE MUNICIPAL CODE OF THE CITY OF WAUPUN ENTITLED "TRAFFIC CODE."

THE COMMON COUNCIL OF THE CITY OF WAUPUN, DO ORDAIN:

SECTION 1: Section 6.03(2) of the Waupun Municipal code entitled "OTHER INTERSECTION CONTROLS" is amended to add the following subsections:

(bl) A stop sign shall be placed at the intersection of Church St. and N. Harris Ave. so traffic proceeding easterly shall stop before entering the intersection with N. Harris Ave.

(bm) A stop sign shall be placed at the intersection of Maple St. and N. Harris Ave. so that traffic proceeding easterly shall stop before entering the intersection with N. Harris Ave.

SECTION 2: This Ordinance shall be in full force and effect upon its passage and publication as provided by law.

Enacted this _____ day of _____, 2020.

Julie J. Nickel
Mayor

ATTEST:

Angela J. Hull
City Clerk

AGENDA SUMMARY SHEET

MEETING DATE: 9/29/20

AGENDA SECTION: RECOMMENDATIONS FROM BOARDS, COMMITTEES, COMMISSIONS

PRESENTER: Jeff Daane, Director of Public Works

TITLE: Ordinance to amend Ch.6.03 entitled Traffic Code-Modified Through Streets and Other Intersection Controls for Yield Sign Removal and Stop Sign Placement at Rock Ave. & N. Harris Ave. and Newton Ave. & N. Harris Ave.

| DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i> | FISCAL IMPACT | \$ [Enter] |
|---|---------------|------------|
| Safe, Healthy and sustainable community | \$100 | |

ISSUE SUMMARY:

Section 1 of the ordinance is to delete Section 6.03(3)(g) to remove the yield signs at the intersections of Rock Ave. & Harris Ave. and Newton Ave & Harris Ave.

Section 2 of the ordinance is to add Sections 6.03(2)(bn) and (bp). To install stop signs at the intersections of Newton Ave. & N. Harris Ave. and Rock Ave. & N. Harris Ave.

With the new development happening on Tanager St. we have received some complaints/requests for better intersection controls in this area. Currently there are yield signs at these intersections and we are proposing installing stop signs there instead.

STAFF RECOMMENDATION:

The Board of Public Works voted unanimously to recommend approval of this ordinance amendment to the Common Council.

ATTACHMENTS:

Proposed Ordinance

MOTION OPTIONS:

1. Motion to waive the first reading and adopt Ordinance # _____ to amend Chapter 6.03(2) entitled Other Intersection Controls and (3) Modified Through Streets to eliminate yield signs at the intersections of Rock Ave. & Harris Ave. and Newton Ave & Harris Ave and for stop sign placement at the intersections of Newton Ave. & N. Harris Ave. and Rock Ave. & N. Harris Ave.
2. Motion to accept the first reading of the ordinance to amend Chapter 6.03(2) entitled Other Intersection Controls and (3) Modified Through Streets to eliminate yield signs at the intersections of Rock Ave. & Harris Ave. and Newton Ave & Harris Ave and for stop sign placement at the intersections of Newton Ave. & N. Harris Ave. and Rock Ave. & N. Harris Ave.
3. Do nothing and the ordinance fails.

ORDINANCE NUMBER 20-

AN ORDINANCE TO AMEND CHAPTER SIX OF THE MUNICIPAL CODE OF THE CITY OF WAUPUN ENTITLED "TRAFFIC CODE."

THE COMMON COUNCIL OF THE CITY OF WAUPUN, DO ORDAIN:

SECTION 1: Section 6.03(3) of the Waupun Municipal code entitled "Modified Through Streets" is repealed to delete the following subsection:

(g) Rock Ave. and Newton Ave. Traffic proceeding northerly and southerly on Harris Ave. shall yield to traffic proceeding either easterly or westerly on both Rock Ave. and Newton Ave.

SECTION 2: Section 6.03(2) of the Waupun Municipal Code entitled "Other Intersection Controls" is amended to add the following subsections:

(bn) Stop signs shall be placed at the intersection of Newton and N. Harris Ave. so that traffic proceeding north or south on N. Harris Ave. shall stop before entering the intersection.

(bp) Stop signs shall be placed at the intersection of Rock Ave. and N. Harris Ave. so that traffic proceeding north or south on N. Harris Ave. shall stop before entering the intersection.

SECTION 3: This Ordinance shall be in full force and effect upon its passage and publication as provided by law.

Enacted this _____ day of _____, 2020.

Julie J. Nickel
Mayor

ATTEST:

Angela J. Hull
City Clerk



AGENDA SUMMARY SHEET

MEETING DATE: 9/29/2020

TITLE: Tax Incremental District (TID) #1 Affordable Housing Extension Resolution

AGENDA SECTION: ORDINANCES & RESOLUTIONS

PRESENTER: Kathy Schlieve
Administrator

| DEPARMTENT GOAL(S) SUPPORTED <i>(if applicable)</i> | FISCAL IMPACT |
|---|---------------|
| Discussion | N/A |

STAFF RECOMMENDATION:

TID 1, created in 1987, is projected to close in 2021. TID 1 revenues are projected to be roughly \$260,000 next year. 2021 expenditures are estimated to be \$25,000. WI Statutes 66.1105(6)(g) allows extension of a TID up to one year, using the last year of tax increment to improve a community’s housing stock. In doing so, the community must segregate the funds and commit to using at least 75 percent of the final increment to benefit affordable housing. The remaining portion may be used to improve housing stock throughout the community. Passing an Affordable Housing Resolution for the TID is the first step in securing funds for this purpose to benefit our community. There is no time limit on when the segregated funds need to be spent. We estimate that approximately \$240,000 will be segregated in a fund to support affordable housing projects in the community. The article from the League of WI Municipalities is for your reference and outlines how other communities have used these types of funds.

ATTACHMENTS:

Tax Incremental District (TID) #1 Affordable Housing Extension Resolution
League of WI Municipalities Article on TID Extensions for Affordable Housing

RECOMMENDED MOTION:

Motion to approve Resolution # _____ Tax Incremental District (TID) #1 Affordable Housing Extension

| | |
|--------------|---|
| AGENDA ITEM: | # |
|--------------|---|

| | |
|-------|--------------------|
| DATE: | September 29, 2020 |
|-------|--------------------|



RESOLUTION NUMBER _____

**TAX INCREMENTAL DISTRICT (TID) #1
AFFORDABLE HOUSING EXTENSION RESOLUTION.**

WHEREAS, the City of Waupun created TID #1 January 1, 1987, and successfully completed implementation of the project plan and sufficient increment was collected or will be collected in 2021 from the 2020 tax roll to pay off its aggregate project costs; and

WHEREAS, State law requires termination of a TID after all project costs have been paid. State law (Sec. 66.1105(6)(g), Wis. Stats.) does allow extension of a TID up to one year, using the last year of tax increment to improve the City’s housing stock; and

WHEREAS, at least 75 percent of the final increment must benefit affordable housing with the remaining portion used to improve housing stock; and

NOW THEREFORE BE IT RESOLVED, that the City of Waupun hereby extends the life of TID #1 for one year to use the final year’s increment collected in 2021 from the 2020 tax roll to benefit affordable housing; and

BE IT FURTHER RESOLVED, the City of Waupun shall use the final increment to improve housing quality and affordability by increasing opportunities for homeownership; and

BE IT FURTHER RESOLVED, that the City of Waupun Clerk shall notify the Wisconsin Department of Revenue by providing a copy of this Resolution.

Adopted this _____ of _____, _____.
(day) (Month) (Year)

Resolution introduced and adoption moved by alderperson _____.

Motion for adoption seconded by alderperson _____.

On roll call motion passed by a vote of _____ ayes to _____ nays
(count) (count)

Julie Nickel, Mayor

ATTEST:

Angela Hull, Clerk

Using TIF to Benefit Affordable Housing

Curt Witynski, J.D., Deputy Executive Director, League of Wisconsin Municipalities



Most municipal officials are familiar with using tax incremental financing (TIF) to help fund infrastructure and create incentives to promote economic development and job creation within a community. Less are aware that after a TIF district has paid all of its infrastructure and development costs, but before it is formally terminated, it can be repurposed for one additional year to benefit affordable housing and improve housing stock anywhere within the community.

The “Affordable Housing Extension” (AHE) was added to TIF law in 2009, but relatively few of the 600 cities and villages in the state have taken advantage of the option. Under Wis. Stat. sec. 66.1105(6)(g), a city or village with a TIF district that has retired its debt and paid for all of its project costs can extend the life of the district for one year if the city or village does the following: (a) adopts a resolution extending the life of the TIF district for a specified number of months (up to one year) and specifies how the city or village intends to improve its housing stock; and (b) forwards a copy of the resolution to the department of revenue (DOR), notifying the department that it must continue to authorize the allocation of tax increments to the district.

Upon receiving such notice, DOR must authorize the allocation of tax increments to the district during the TIF district’s extended life, without regard to any other statutory requirements that would otherwise require termination of the allocation of such increments. A city or village must use at least 75% of those tax increments to “benefit affordable housing” anywhere within the city or village in which the district exists. Affordable housing is defined as housing costing no more than 30% of the household’s gross monthly income. A household consists of an individual and his or her spouse and all minor dependents. Any remaining portion of the increments must be used by the municipality to improve its housing stock.

Examples of Municipalities Using the Affordable Housing Extension Option

Several communities around the state have taken advantage of the affordable housing extension in the TIF law:

Milwaukee. Since 2015, the City of Milwaukee has extended seven TIDs for an additional year to benefit affordable housing and improve housing stock in the city. In total, over \$2 million of increment has been realized to date for this purpose.

The money has been used to fund many of the programs within the city’s Strong Neighborhoods Plan. An overview of the Strong Neighborhoods Plan is available on the city’s website <http://bit.ly/MilwStrongNeighborhoods>

Madison. Madison has used the provision five times to help fund the city’s Affordable Housing Initiative Fund, which is used to incentivize developers to pursue Section 42 federal tax credits for affordable housing developments. Under the program, the city invites proposals from developers to build affordable units in amenity-rich areas with easy access to public transportation. Affordable units set rents at 30, 50, and 60 percent of area median income.

The Affordable Housing Initiative Fund has led to the funding of 486 affordable housing units over the last three years, representing \$100 million of development between eight developers, supported by \$7.58 million from the city’s fund.

The city budgets about \$4.5 million annually for the Affordable Housing Initiative Fund. Most of that comes from general obligation bonding. However, when a closing TID is capable of being extended one year for affordable housing purposes, the increment from the TID in its last year is added to the fund.

Fitchburg. Fitchburg recently kept one of its TIF districts open an extra year to begin to pay into a fund for affordable housing. The one-year extension generated \$127,000. The City is using approximately \$40,000 of those funds to begin Fitchburg Housing Goals, Strategies, Toolkit, and Implementation Plan with a focus on affordability. The city has hired MSA & Urban Assets as their consultants on implementing their plan.

Monona. Monona used the affordable housing extension to keep its TID #3 open an additional year to help fund a new program called “Renew Monona.” Renew Monona is a housing stock renewal loan program created by the CDA and

administered by the City of Monona. The program offers 0% interest loans to those purchasing or residing in a home in the city to be used for making substantial improvements to the home to enhance its energy efficiencies and bring it up to modern standards.¹

La Crosse. La Crosse used a combination of CDBG grants and TIF dollars from the affordable housing extension to fund the construction of five energy efficient houses in a struggling neighborhood to be sold to low-moderate income households at an average sale price of \$154,000.

Appleton. Appleton extended its TID #2 for one year under the affordable housing extension provision and used the tax increment to help pay for street repairs in a low-moderate income neighborhood.

Conclusion

Before your next successful TIF district comes to a close, consider taking advantage of the option provided in TIF law to extend the district for one more year and use the tax increments to “benefit affordable housing” within your community.

About the author:

Curt manages the League’s lobbying program, representing the League before the Legislature, the Governor’s office, and state agencies. He writes the *Legislative Bulletin* and *Capitol Buzz* newsletters, organizes legislative material and the Budgeting Toolkit for the League’s web page, and answers questions from the media and members about legislation that the League is following. Additionally, he helps plan League conferences and meetings. Contact Curt at witynski@lwm-info.org

1. The Monona, La Crosse, and Appleton examples are taken from a paper prepared by Abigail Jackson in 2015 as she was pursuing her master’s degree at UW-Madison. Her *Analysis of Wisconsin’s Act 28, the Affordable Housing Extension* is posted online: https://jacksonabby.files.wordpress.com/2016/04/jackson_final-paper-844-1.pdf

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- BID Creation
- Consolidation Studies
- Comprehensive Planning and Implementation
- Strategic Planning
- Process Improvement
- Classification and Compensation Studies



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AGENDA SUMMARY SHEET

MEETING DATE: 9/29/2020

TITLE: Brooks Fund Disbursement

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Kathy Schlieve
Administrator

| DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i> | FISCAL IMPACT | |
|---|---------------|--|
| Discussion | N/A | |

SUMMARY ISSUE:

The Brooks Fund was established in 1956 as an endowment from the estate of Wm E Brooks. Historically, the fund has been used to help residents struggling to pay medical expenses. At present, the fund balance is \$96,288.27. The fund has had governance oversight through the Health & Human Rights Committee. The last disbursement from the fund occurred in 2012 in the amount of \$5,000. There has been no activity on the account since 2012. Unfortunately, we are unable to locate the origination documents that set forth the guidelines for the fund. All city files for the fund have been reviewed. Additionally, we have reviewed the purpose of the fund with former city administration, researched historical databases and reviewed with legal counsel. Like most communities in our area, we are seeing unmet public health needs and believe that the fund balance could be applied to a project that will benefit the community. We are recommending the council take action to authorize disbursement of the full fund balance provided the city is able to identify a public health project within the community that would be consistent with the original intent of the fund.

STAFF RECOMMENDATION:

Authorize disbursement of the Brooks Fund fund balance in the amount of \$96,288.27 to be designated to a public health project within the City of Waupun.

ATTACHMENTS:

None

RECOMMENDED MOTION:

Motion to approve full disbursement of the Brooks fund, totaling \$96,288.27, contingent on approval of a public health project(s) that is consistent with the original intent of the fund.

AGREEMENT (DRAFT)

for

EMERGENCY AMBULANCE SERVICE

by and between

~~**THE WAUPUN AMBULANCE DISTRICT**~~ **CITY**
OF WAUPUN

and

**LIFESTAR EMERGENCY
MEDICAL SERVICES, L.L.C.**

September ~~July~~ 1, 2020 to ~~June 30~~ August 31, 2023

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INTRODUCTION AND RECITALS

THIS AGREEMENT is entered into this 1st day of ~~July~~September, 2020, by and between the CITY OF WAUPUN in the State of Wisconsin and LIFESTAR EMERGENCY MEDICAL SERVICES, L.L.C., a limited liability company, (Contractor).

WITNESSETH:

WHEREAS, pursuant to the Wisconsin Statutes, The City of Waupun may contract with independent contractors for the furnishing of emergency medical transport services to or for The City of Waupun; and

WHEREAS, in Fond du Lac County the City of Waupun is considered the hub of the ambulance district for the City of Waupun, the Townships of Alto, Metomen, Oakfield, Springvale, and Waupun, and the Villages of Brandon and Oakfield, and receives Fond du Lac County funds to support district EMS operations within that territory; and

WHEREAS, in Dodge County the City of Waupun is considered the hub of the ambulance district for the City of Waupun and the Townships of Chester and Trenton, and Fond du Lac County funds do not support district EMS operations within that territory; and

WHEREAS, pursuant to the Wisconsin Statutes, the City of Waupun may contract with an ambulance provider through a process for the provision of such services as more specifically hereinafter set forth; and

WHEREAS, the City of Waupun has determined that the level of services prescribed herein is the most appropriate and efficient manner of exercising the authority contained in the Wisconsin Statutes; and

WHEREAS, the City of Waupun has set forth a process in light of satisfactory performance of the Contractor for the past five (5) years; and

WHEREAS, the City of Waupun has determined that all requests for emergency ambulance service shall be met by advanced life support (ALS) equipped and staffed ambulances; and

WHEREAS, the City of Waupun has complied with all the Wisconsin Statutes and regulations governing the designation for an exclusive provider of emergency ambulance services in the defined service territory; and

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

SECTION 1: CONTRACT ADMINISTRATION

The City of Waupun's Emergency Management Director shall serve as the Contract Administrator, and shall represent the City of Waupun in all matters pertaining to this Agreement and shall administer this Agreement on behalf of the City of Waupun.

The Contract Administrator or her/his designee may:

- A. Audit and inspect the Contractor's operational and patient care records, except as limited by Health Insurance Portability and Accountability Act (HIPAA) rules and regulations, upon reasonable notice and at reasonable times.
- B. Monitor the Contractor's Emergency Medical Service (EMS) delivery for compliance with standard of care as defined through law, medical protocols, and policies.
- C. Provide advisory technical guidance, as the Contract Administrator deems appropriate.

SECTION 2: TERM OF AGREEMENT

- A. Term. The term of this Agreement shall commence at 12:00 a.m. (midnight) on ~~July~~ September 1, 2020 and shall terminate at 11:59 p.m. on ~~June 30~~ August 31, 2023. The period starting at 12:00 a.m. (midnight) on ~~July~~ September 1, 2020 shall be known as the "Service Period".
- B. Automatic Renewal. This Agreement shall automatically renew for additional one (1) year periods on the same terms unless written notice is delivered by one party to the other no less than ninety (90) days before ~~July~~ September 1st immediately prior to the end of the then-current Agreement term.

SECTION 3: COMPENSATION OF CONTRACTOR

- A. The City of Waupun shall pay Contractor the sum of \$66,000 in equal installments of \$5,500 per month due and payable on the fifth (5th) day of each month beginning ~~July~~ September 5th, 2020. The City of Waupun intends to meet with surrounding townships and formulate a cooperative intergovernmental agreement in 2020 relative to EMS services and reserves the right to transfer responsibility for this contract to the entity designated as the agent for that group. If any community or correctional institution exits the Waupun Ambulance District, all parties agree to revisit the terms of the Agreement. Late payments shall accrue interest at the rate of 1.5% per month, 18% per annum.
- B. Contractor is hereby authorized to charge and collect user fees for services originating within the Contract Service Area as initially established and as adjusted from time to time according to the provisions of this Agreement. The initial schedule of user fees is set forth on Exhibit B attached hereto. Upon commencement of this Agreement, Contractor may employ and revise from time to time without approval from the City of Waupun, a schedule of user fees charges as attached and as may be amended by up to six percent (6%) once during the term of this Agreement; provided, however, that such limitation shall not apply to supplies. If a larger increase is needed, Contractor will need to appear before the Waupun Common Council to explain the reasoning behind the increase. Any increase exceeding six percent (6%) will need to be approved by the Waupun Common Council.
- ~~B.C.~~ The City of Waupun will assist Contractor in participating in the Wisconsin Tax Refund Intercept Program (TRIP) and Funding Assistance Program (FAP) for services provided under this Agreement, provided that the City of Waupun incurs no additional expense or significant expenditure of staff time or resources in this respect. Contractor shall prepare and submit all required TRIP and FAP documentation, subject to prior review and approval by the City of

Waupun. Contractor shall comply with all TRIP and FAP program requirements, including without limitation, compliance with procedures established by the Wisconsin Department of Revenue in WDOR Publication 238, as amended from time to time. Contractor shall fully indemnify the City of Waupun with respect to Contractor's full compliance with TRIP and FAP program requirements, such indemnification to be on terms specified in Section 8.1.A below. The City of Waupun shall forward to Contractor all TRIP and FAP funds received by the City of Waupun with respect to services provided under this Agreement.

SECTION 4: CONTRACT RESPONSE AREA

4.1 DESCRIPTION

Description of the Contract Response Area and Response Zones is attached hereto as Exhibit A.

4.2 COVERED TRANSPORTS

The following transports originating in the Contract Response Area shall be referred to the Contractor, and Contractor shall provide responses and ground transports as follows:

- A. Made in response to 9-1-1 Public Service Answering Point (PSAP) requests.
- B. Made in response to request for emergency ambulance service made directly to the ambulance service from a private telephone call without going through an authorized 9-1-1 Public Service Answering Point (PSAP).
- C. Any other request for service requiring an emergency ground ambulance response, as defined by the Fond du Lac County Fire/EMS Dispatch policies, procedures, protocols, and standards.

SECTION 5: NOTICES

All notices, demands, requests, consents, approvals, waivers, or communications (notices) that either party desires or is required to give to the other party or any other person shall be in writing and either personally delivered or sent by prepaid postage, first class mail. Notices shall be addressed as appears below for each party, provided that if either party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

To City: BJ DeMaa, Director of Emergency Management
City of Waupun
201 East Main Street
Waupun, WI 53963

To Contractor: Michael Krueger, President
Lifestar Emergency Medical Services, L.L.C.
Post Office Box 113
West Best, WI 53095

With a copy to: Schloemer Law Firm, S.C.

Attn: Attorney Amanda N. Follett
143 S. Main Street, Third Floor
West Bend WI 53095

SECTION 6: CONTRACTOR OBLIGATIONS AND PERFORMAMNCE STANDARDS

6.1 SUMMARY OF OBLIGATIONS

During the term of this Agreement, the Contractor shall:

- A. Provide two (2) 9-1-1 pre-hospital emergency medical care and transport services in response to emergency medical calls within the contract response area, twenty-four (24) hours each day, seven (7) days a week, without regard to the patient's financial status. Once the last available unit in the district is dispatched, the provider has thirty (30) minutes to relocate another ambulance to the district to resume 9-1-1 coverage. The ambulance relocation will be met at least 90% of the time.
 1. The first response ambulance shall be staffed by at least one Emergency Medical Technician (EMT)-Paramedic and by one EMT-Basic. The backup response ambulance shall be staffed by at least one EMT-Advanced and one EMT-Basic. Relocated ambulances shall be staffed by at the EMT-Basic level. ~~Excluding mass casualty events, the Waupun Ambulance District shall never be without a 9-1-1 ambulance.~~ Lifestar will maintain performance and coverage to the Waupun Ambulance District while satisfying the requirements set forth in DHS 110.38.
 2. Ambulance response times must meet the response-time standards set forth in Section 6.2.1 of this Agreement, and every ambulance unit provided by the Contractor for emergency response must, at all times, except as authorized by this Agreement, be equipped and staffed to operate at the Advanced Life Support (paramedic) level on first ambulance responses, including immediate and urgent services. Clinical performance must be consistent with approved medical standards and protocols. The conduct and appearance of the Contractor's personnel must be professional and courteous at all times. Patient transportation and disposition will be according to the Contractor's policies and procedures, which may be amended at any time by the Contractor without further notice or approval.
- B. Provide all ambulances, as well as other vehicles and equipment that are necessary for the provision of services required under this Agreement.
- C. Furnish supplies and replacements for use by the Contractor's personnel.
- D. Establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are appropriately certified, licensed and/or accredited.
- E. Comply with all training requirements established by the State of Wisconsin.
- F. Comply with Fond du Lac County Fire/EMS Dispatch policies, procedures, protocols and standards.

- G. Maintain neat, clean, and professional appearance of all personnel, facilities, and equipment.
- H. Submit, in a timely manner as required by 6.2.1.G., reports which are supported by documentation or other verifiable information, as required by the City of Waupun, including report metrics as outlined in 6.2.1 (G), Performance Reports.
- I. Respond to the City of Waupun's inquiries about service and/or complaints within three (3) business days of notification.
- J. Contractor's representative will attend monthly, or as needed, meetings between the City of Waupun and Waupun Memorial Hospital to ensure ongoing service quality.

6.2 OPERATIONS

- A. Ambulance units shall notify Fond du Lac County Dispatch which units are in service or on duty at the start of every shift. Ambulance units shall also notify Fond du Lac County Dispatch any time they are assigned to a call (i.e. 9-1-1, direct line, or Inter-Facility Transfer).

6.2.1 Response Time

- A. Response Time Performance. Contractor's response times are a key measurement of performance. This measurement is the determining factor which drives the placement and redeployment of Contractor's resources throughout the Contract Response Area.
 - 1. Each incident will be counted as a single response regardless of the number of units that respond.
 - 2. The Contractor shall use commercially reasonable efforts to minimize variations or fluctuations in response time performance.
- B. Response Time Standards. Standards shall be based on the zone where the destination of an ambulance is located. Map of Zones is attached hereto as Exhibit A.
 - 1. Zone 1 (green): Response time for first response ambulance for all destinations within Zone A shall be no more than six (6) minutes. Response time for backup ambulance shall be no more than eight (8) minutes.
 - 2. Zone 2 (yellow): Response time for first response ambulance for all destinations within Zone B shall be no more than fourteen (14) minutes. Response time for backup ambulance shall be no more than seventeen (17) minutes.
 - 3. Zone 3 (red): Response time for first response ambulance for all destinations within Zone A shall be no more than twenty (20) minutes. Response time for backup ambulance shall be no more than twenty-four (24) minutes.
 - 4. Zone 4 (blue): Response time for first response ambulance for all destinations within Zone A shall be no more than twenty-four (24) minutes. Response time for backup ambulance shall be no more than twenty-nine (29) minutes.

Failure to maintain 90% compliance with the response times set forth above, when viewed from any 6-month period, shall constitute a breach of this Agreement and shall provide a basis for termination of this Agreement.

C. Response Time Exemptions. Failure to comply with response time standards shall be excused in the following situations:

1. Multiple units to the same scene.
2. Severe inclement weather conditions which impair visibility or create other unsafe driving conditions.
3. Call reduced from Code-3 (emergent) to Code-1 or 2 (non-emergent) response by on-scene responders or by the dispatcher in accordance with Contractor's Policies and Procedures.
4. Wrong address provided by the requesting party or non-contractor dispatcher.
5. Delay caused by unreported road construction.
- ~~5-6.~~ Material change in dispatch location after the initial dispatch is recorded as dispatched.
7. Mutual Aid and paramedic-intercept requests.
- ~~6-8.~~ Delay caused by the train or related rail equipment.

D. Response Time Calculations. Response times shall be calculated from the hour, minute and second the dispatch page is received by the Contractor on its pagers to the hour, minute and second the Contractor arrives on scene with a fully equipped and staffed Advanced Life Support (ALS) unit.

E. Applicable Calls. Response time standards shall apply to all emergency ambulance requests.

F. Quality Control. Contractor shall establish and maintain a system to identify response time performance problems in order to identify underlying causes and to mitigate them. The posting plan, ambulance schedules, and the number of hours deployed will be reviewed and adjusted as needed.

G. Performance Reports

1. Within fourteen (14) business days following the end of each month, the Contractor shall provide a monthly report that includes the following metrics:
 - a. Number of 9-1-1 pre-hospital calls and call type.
 - b. Breakdown of calls to each correctional institution (9-1-1 and direct line).
 - c. Breakdown of calls to elder-care facilities (9-1-1 and direct line).
 - d. Breakdown of Inter-facility transports by facility.
 - e. Average run response times by zone.

- f. Longest response time by zone.
 - g. Percentage of 9-1-1 pre-hospital calls that met the response time standard in the past month (maintain 90% average).
 - h. Any instance where an ALS ambulance was unable to respond to a 9-1-1 pre-hospital call along with an explanation of the circumstances surrounding the inability to respond. In this case any known resolution should be included in explanation.
 - h. Any call that failed to properly report times necessary to determine response time, on-scene time, and transport time.
2. Contractor shall identify causes of performance failures and shall document efforts to eliminate these problems. Within three (3) business days of an occurrence where standards are not met, the Contractor shall submit a written notification to the Contract Administrator identifying:
 - a. Nature of emergency situation and explanation of why standard as defined in 6.2.1 (B) was not met.
 3. Within fourteen (14) business days of a performance failure as detailed in 6.2 (G) 2, the Contractor shall submit a written plan to prevent any future reoccurrences.
 4. Within seven (7) business days of occurrence, the Contractor shall notify the Contract Administrator of any major regulatory actions or sanctions against the Contractor, including suspension or revocation of any operating license or permit, any sanctions under Medicare or Medicaid programs, revocation of a business permit, or any sanctions by other third-party payers, whether public, private, or non-profit.
 5. Within twenty-one (21) days following the end of the year, the Contractor shall provide an annual report that includes the following metrics:
 - a. Number of 9-1-1 pre-hospital calls and call type.
 - b. Breakdown of calls to each correctional institution (9-1-1 and direct line).
 - c. Breakdown of calls to elder-care facilities (9-1-1 and direct line).
 - d. Breakdown of Inter-facility transports by facility.
 - e. Average run response times by zone.
 - f. Any instance where an ALS ambulance was unable to respond.
 - g. Percentage of 9-1-1 pre-hospital calls that met the response time standards.
 - h. An outline of all community standby activities.
 - i. An outline of community education and/or training participated in.
- H. Air Ambulance/Air Rescue Services. The City of Waupun reserves the right to allow helicopter air ambulance or helicopter air rescue services to operate in the Contract Response Area for the purpose of providing air ambulance/air rescue transportation services for both immediate and schedule responses. This includes flights and transportation within the Contract Response Area. Prehospital utilization of such services is based upon Contract's Policies and Procedures.
- I. Standbys. When requested by a public safety agency, the Contractor shall furnish standby coverage at emergency incidents within the Contract Response Area at the request of the on-scene Incident Commander (IC), if in the opinion of the IC, the situation poses significant potential danger to the personnel of the requesting agency

or to the general public, and will be dedicated to the incident until released by Incident Commander

J. Special events:

1. If the sponsor of a special event wants a dedicated standby emergency ambulance for the event, the Contractor may enter into a separate agreement with the sponsor for the provision and payment for such services, and will not be part of the number of ambulances to cover district.

2. Contractor shall not be precluded from performing other outside work, such as non-emergency medical transfers provided they do not interfere with the Contractor's ability to provide 9-1-1 pre-hospital coverage.

~~2.3.~~ Nothing herein shall excuse Contractor from satisfying its obligations under the terms of this Agreement.

6.2.2 Dispatch Requirements

Contractor shall ensure that all communications with its ambulance units is conducted in a manner consistent with Fond du Lac County Fire/EMS Dispatch policies, procedures, protocols, and standards.

6.2.3 Equipment and Supplies

A. Ambulances. Ambulances shall meet or exceed the Trans 309 standards at the time of the vehicles' original manufacture. All such ambulances shall meet or exceed the equipment standards of the State of Wisconsin. Contractor shall maintain, and provide to the Contract Administrator on an annual basis, a complete listing of all ambulances (including reserve ambulances) to be used in the performance of the Contract, including their license and vehicle identification numbers.

B. Ambulance Equipment and Supplies. Each ambulance shall, at all times, maintain an equipment and supply inventory sufficient to meet federal, state, and local requirements for ALS level ambulances. Contractor shall be responsible for stocking all expendable supplies including medications. All medical equipment shall be in good repair and safe working order at all times. Contractor shall have sufficient medical equipment and expendable supplies, unless supplies are not available, so that there is sufficient backup to accommodate replacement during repair and for times of excessive demand in the system. In extra-ordinary circumstances, some supply chain disruptions should be expected and ordering should be done proactively. Contractor shall work with Waupun Memorial Hospital to ensure that compatible equipment and supplies are being used where it is fiscally responsible to do upon mutual agreement.

C. Radio Communications. Contractor shall ensure that each ambulance is equipped with appropriate emergency communication and alerting devices. Every ambulance shall include the ability to communicate at all times and in all locations, unless in areas of known communication deficiencies, with City of Waupun receiving facilities, fire agencies, and public safety agencies. Contractor shall ensure that each ambulance unit utilized in the performance of services under this Agreement is equipped with

emergency alerting devices capable of being used to notify ambulance personnel of response need and radio communications equipment compatible with communications equipment sufficient to meet or exceeds the requirements of Fond du Lac County Fire/EMS Fond du Lac County Dispatch policies, procedures, protocols, and standards. Contractor shall have access to an internal radio communications system including a portable communications link between Contractor's ambulance crews and its dispatch center.

- D. Vehicle Maintenance Program. Contractor's vehicle maintenance program shall be designed and conducted so as to achieve the commercially reasonable standards of reliability appropriate to a modern emergency service. The Contractor, or its designee, shall maintain all ambulances. Vehicles shall be kept in commercially reasonable working condition at all times. Any ambulance with any deficiency that compromises, or may compromise, its performance shall be immediately removed from service. The Contractor shall submit a vehicle maintenance program and locations of maintenance services in writing to the Contract Administrator. Records of vehicle maintenance shall be submitted to the Contract Administrator within five (5) business days of request; Contract Administrator can make one request per quarter unless otherwise agreed. Interior and exterior appearance of vehicles shall be commercially reasonable. Quarterly reports of maintenance that is above and beyond routine oil changes, tire rotations, etc. shall be sent to the Contract Administrator within fourteen (14) days of the last completed quarter.

6.2.4 Disaster Preparedness

- A. Disaster Plan. Contractor shall have a plan for the immediate recall of personnel to staff units during Mass-Casualty Incidents (MCI), or declared disaster situations. This plan shall include the ability of the Contractor to contact and alert off-duty personnel. The Contractor shall participate in training programs and exercises designed to upgrade, evaluate, and maintain readiness of the Contractor's disaster and mass-casualty response system. The Federal Emergency Management Agency (FEMA) defines an MCI as one in which the number of people killed or injured in a single incident is large enough to strain or overwhelm the resources of local medical service providers. There are no other terms that are defined throughout the contract.
- B. Mutual Aid. To the extent that the Contractor has units available, but consistent with its primary responsibility to provide ambulance and emergency medical services in the Contract Response Area, the Contractor shall render immediate Mutual Aid to those providers of emergency medical services operating within adjacent areas in and out of the defined service area in order to ensure that timely emergency medical services are rendered to persons in need of such services within those areas.
- C. Disaster Planning. The Contractor shall actively participate with the City of Waupun in disaster planning. The Contractor shall designate a representative who shall regularly attend meetings and shall be the liaison for disaster activities with the City, County, and other agencies. The Contractor shall provide field personnel and transport resources for participation in any local disaster drill in which the City or County disaster/MCI plan is exercised.
- D. Disaster Response. If a disaster declaration is made, the City of Waupun, via the Emergency Management Director, may suspend normal operations and the Contractor

shall respond in accordance with the disaster plan. The following provisions may apply, as determined by the Contract Administrator, during and after a disaster:

1. During such periods, the Contractor may be released, at the discretion of the Contract Administrator, from response time performance requirements for all responses, including response time penalties. At the scene of such disasters, Contractor personnel shall perform in accordance with the municipality's disaster plan.
 2. When disaster response has been terminated, the Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations and shall keep the Contract Administrator informed of factors that limit Contractor's ability to resume normal operations.
 3. During the course of a disaster, the Contractor shall use its commercially reasonable efforts to maintain emergency services throughout the Contract Response Area and shall suspend or ration non-emergency transport and inter-facility transport work as necessary.
 4. The municipality shall assist the Contractor in seeking reimbursement for its costs for any disaster relief monies. Such assistance shall be limited to processing claims for reimbursement equal to 100% of the direct cost of the services, or the allowable standby charge provided for herein, whichever is greater. The municipality shall have no financial responsibility for these costs or charges other than to provide assistance in processing the claim(s) for payment.
- E. At the scene of an accident, disaster, or similar incident, the Contractor's personnel shall perform as part of the Incident Command System (ICS) structure.

6.2.5 System Committee Participation

The Contractor shall designate appropriate personnel to participate in committees that have a direct impact on emergency medical services for the City of Waupun.

6.2.6 Community Education/Prevention

- A. Contractor shall participate in a public education and information program which may include but not be limited to: media relations, explanations regarding rates, regulations and system operations, increasing public awareness and knowledge of the EMS System, injury/mortality prevention/reduction and general health and safety promotion.
- B. Contractor shall offer four (4) public training programs per year. Public Education programs may include but not limited to: EMS system use, citizen Cardiopulmonary Resuscitation (CPR), disaster preparedness, injury prevention, seat belt and helmet use, infant/child care seats, and injury prevention for elders. Other appropriate activities might include: blood pressure screening, stop-the-bleed training, and programs for school children and adolescents. The Contractor shall work collaboratively with other public safety organizations such as the American Heart Association, the American Red

Cross, and health care organizations to plan and provide public education programs. Contractor is encouraged to support child safety seat inspection programs with allied agencies.

6.2.7 EMS Training Programs

Contractor shall make a good faith effort to participate in a minimum of four (4) training programs alongside City of Waupun Police and/or Fire Departments. These may include, but not be limited to, joint training exercises, providing of instructors for training courses, evaluator for EMT and first responder testing, and similar activities.

6.2.8 Other Community Service Programs

- A. Contractor shall participate in other community service programs, as mutually agreed, such as providing free or discounted ambulance standbys at youth sporting events and community events.

6.3 PERSONNEL

6.3.1 Clinical Staffing Standards

The City of Waupun expects the provision of emergency medical services shall conform to the highest professional standards and shall comply with all applicable state and local laws and regulations. All persons employed by the Contractor in the performance of work shall be competent and shall hold appropriate and current valid certificate/licenses/accreditations in their respective trade or profession.

- A. Ambulance Staffing. The first response ambulance shall be staffed by at least one EMT-Paramedic and by one EMT-Basic personnel. The backup response ambulance shall be staffed by at least one EMT-Advanced and by one EMT-Basic personnel. Staffing for the first response and backup response ambulance shall be located at the ambulance facility on a 24/7 basis. When the 3rd ambulance is in service in Waupun, that staffing shall also be located at the ambulance facility in Waupun. Contractor shall issue to all ambulance staff and field interns a photo identification card. Contractor shall ensure that all on-duty ambulance personnel have in their possession a valid Contractor photo identification.
- B. Additional Certifications. All paramedic ambulance personnel shall be currently certified in:
 1. Advanced Cardiac Life Support (ACLS)
- C. In-Service Training, Continuing Education and Driver Training. Contractor shall have a program for ensuring personnel are prepared to respond to emergency requests through in-service training and continuing education.
- D. Management and Supervision. Contractor shall provide the management personnel necessary to administer and oversee all aspects of emergency ambulance service. There shall be one (1) shift supervisor on duty or on call at all times. The shift supervisor will supervise Contractor personnel, ambulance deployment and operations and will be

available as a resource to subcontractors in the provision of their deployment and performance.

- E. Orientation of New Personnel. Contractor shall ensure that field personnel are properly oriented before being assigned to respond to emergency medical request. The orientation shall include, at a minimum, an EMS System overview; Contractor's policies and procedures including patient designation, trauma triage and patient treatment protocols; radio communications with and between the ambulance, base hospital, receiving facilities, and dispatch center; map reading skills, including key landmarks, routes to hospitals and other major receiving facilities; emergency response areas within the Contract Response Area and in surrounding areas; and ambulance equipment utilization and maintenance, in addition to the contractors policies and procedures. Contractor shall be responsible for ensuring that this standard is met.
- F. Preparation for Mass-Casualty Response. Contractor shall ensure that all ambulance personnel /supervisory staff are trained and prepared to assume their respective roles and responsibilities under the Fond du Lac County MABAS agreement. Contractor shall ensure that its Personnel are trained as follows:
 - 1. Hazardous materials first responder awareness training for all field employees.
 - 2. Hazardous materials first responder awareness training for field supervisors, alternative field supervisors, and field training officers.
 - 3. NIMS training for all field employees.
 - 4. Hazardous materials basic awareness weapons of mass destruction program for all field employees.
 - 5. ICS 100 and ICS 700 for all field employees.
 - 6. ICS 700 training for shift supervisors, alternates, and field training officers.

6.3.2 Compensation and Working Conditions for Ambulance Personnel.

- A. Work Schedules and Conditions. Contractor shall utilize reasonable work schedules and shift assignments to provide reasonable working conditions for ambulance personnel. Contractor shall ensure that ambulance personnel working extended shifts, and/or voluntary or mandatory overtime are not fatigued to an extent that might impair their judgement or motor skills.
- B. Contractor shall provide the Contract Administrator the process used to determine fatigue levels on employees as it relates to fitness for duty.
- C. Compensation/Fringe Benefits. The City of Waupun expects Contractor to provide reasonable compensation and benefits in order to attract and retain experienced and highly qualified personnel. The City of Waupun encourages Contractor to establish creative programs that result in successful recruitment and retention of personnel. Contractor shall demonstrate, initially and throughout the terms of this Agreement, that the compensation program provides the incentive to attract and retain skilled and motivated employees.
- D. New Employee Recruitment and Screening Process. The Contractor shall operate a comprehensive program of personnel recruitment and screening designed to attract and select field personnel.

- E. Critical Incident Stress Management. The nature of work in emergency medical services may produce stress in prehospital care personnel. Contractor should provide a Critical Incident Stress Management program (CISM) and an Employee Assistance Program (EAP) for its employees.

6.3.3 Safety and Infection Control.

- A. Contractor shall provide personnel with training and equipment as necessary to protection from illness or injury when responding to an emergency medical requests.
- B. Contractor shall notify the City of Waupun within five (5) business days of any State of Wisconsin/Occupational Safety and Health Administration (OSHA) major enforcement actions, and of any litigation, or other legal or regulatory proceedings in progress -against Contractor's City of Waupun operations.
- C. The Contractor shall have an Exposure Control Plan that complies with all OSHA requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention and universal precautions.

6.4 INQUIRIES AND COMPLAINTS

- A. Inquiries and Complaints. Contractor shall provide prompt response and follow-up to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.
- B. Miscellaneous:
 - A. Contractor shall immediately notify the Contract Administrator of filed complaints or lawsuits for potential violations -of state and local laws and regulations or any other event or set of circumstances which would create a likelihood of a cause of action against Contractor, the City of Waupun or a member municipality.
 - B. Contractor shall cooperate fully with the City of Waupun and/or the State of Wisconsin in the investigation of an incident or unusual occurrence.

6.5 DATA AND REPORTING

- A. Upon request, Contractor will submit required data elements in an electronic format mutually acceptable to the City of Waupun and the Contractor, except as limited by HIPAA rules and regulations.
- B. Use and Reporting Responsibilities:
 - 1. The information submitted shall contain all EMS 9-1-1 pre-hospital responses.
 - 2. Contractor shall maintain current records related to EMT licensing, accreditation, certification, and continuing education. Upon request, Contractor shall provide the City of Waupun with a list of EMTs currently employed by the Contractor. Information shall include, but not limited to, name and EMT certification number.

- C. The Contract Administrator shall provide to the City of Waupun on a monthly basis the Contractor's monthly report as outlined in 6.2.1 (G).
- D. Contractor shall complete, maintain, and upon request, make available to the City of Waupun within five (5) business days of request, copies of:
 - 1. Personnel records related to requirements hereunder (including current licensure and certification), subject to employee privacy rights and subject to redaction of privileged and confidential information.
 - 2. Equipment and vehicle maintenance reports.
- E. Audits and Inspections:
 - 1. Contractor shall retain and make available for inspection by the City of Waupun during the term of this Agreement and for at least a three-year period from expiration of this Agreement all documents and records required and described herein at reasonable times and with reasonable notice.
 - 2. At any time during normal business hours, and as often as may reasonably be deemed necessary, the Contract Administrator (or designee approved by Contractor), including Contractor's Medical Director, may observe the Contractor's operations. Additionally, the Contractor shall make available for the City of Waupun examination and audit, records of personnel (with the exception of confidential personnel records), daily logs, conditions of employment, and other data related to all matters covered by the contract provided release of liability waiver has been signed. Provided, however, that the obligations hereunder shall not interfere with Contractor's duties and shall not increase the duties or burden of Contractor hereunder; provided further that the City of Waupun acknowledges this requirement will be limited by HIPPA requirements; provided further, all observations shall be scheduled as mutually agreed, and Contractor reserves the right to refuse to allow any individual to observe if Contractor reasonably believes such observations would affect Contractor's ability to perform its duties hereunder or comply with HIPPA or other requirements.
 - 3. The Contract Administrator or designee may, at any time, and without notification, directly observe and inspect the Contractor's operation and ride as a "third person" on any of the Contractor's ambulance units; provided, however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with the Contractor's employees in the performance of their duties, and shall, at all times, be respectful of the Contractor's employer/employee relationship, provided a release of liability waiver has been signed.
 - 4. The City of Waupun's right to observe and inspect the Contractor's business office operations or records shall be restricted to normal business hours, except as provided above.
- F. Health Insurance Portability and Accountability Act of 1996, Public Law 104-191:
 - 1. Patient's privacy and confidentiality shall be protected in compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other applicable laws

related to privacy. Employees shall not disclose patient medical information to any person not providing medical care to the patient or related to EMS operations.

2. During the term of this Agreement, each party may receive from the other party, or may receive or create on behalf of the other party, certain confidential health or medical information (Protected Health information "PHI", as further defined below). This PHI is subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA Regulations). Each party represents that it has in place policies and procedures that will adequately safeguard and PHI it receives or creates, and each party specifically agrees to safeguard and protect the confidentiality of PHI consistent with applicable law. Without limited the generality of the foregoing, each party agrees that it shall have in place all policies and procedures required to comply with HIPAA and the HIPAA Regulations prior to the date on which such compliance is required. Contractor shall require subcontractors to abide by the requirements of this section. For purposes of this section, Protected Health Information means any information, whether oral or recorded in any form or medium: (a) that related to the past, present, or future physical or mental health or condition of an individual; the provision of health care to any individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. This section shall be interpreted in a manner consistent with HIPAA, the HIPAA Regulations and other state or federal laws applicable to PHI. The Contractor shall produce a full HIPAA Risk Assessment on an annual basis at the beginning of each year.

6.6 SUBCONTRACTS

6.6.1 Relationships and Accountability

Should the Contractor utilize one or more subcontractors to provide any of the Contractor's primary responsibilities, the Contractor shall seek and obtain approval of the subcontract(s) from the City of Waupun, and provide assurance to the City of Waupun that each of the subcontractor(s) is professionally prepared for and understands its role within the system.

- A. The Contractor shall provide clear evidence that the scope of service designed for the subcontractor(s) will enhance system performance capability and provide cost savings for the EMS System.
- B. If the subcontract(s) and associated scope of service is approved, the Contractor shall be accountable for the performance of the subcontractor(s).
- C. The inability or failure of any subcontractor to perform any duty or deliver contracted performance will not excuse the primary Contractor from any responsibility under this Agreement.
- D. The Contractor shall designate a management liaison to work with the City of Waupun in monitoring compliance of subcontractors with contractual and system standards.

6.6.2 General Subcontracting Provisions

All subcontracts of Contractor for provision of services under this Agreement shall be notified of Contractor’s relationship to the City of Waupun.

- A. Contractor has legal responsibility for performance for all terms of this Agreement including those subcontracted.
- B. Nothing in this Agreement, or in any subcontract, shall preclude the City of Waupun from monitoring the EMS activity of any subcontractor.
- C. There shall be a section in each subcontract requiring prior approval from the City of Waupun before any subcontract may be modified.
- D. The Contractor shall assure that the subcontractors cooperate fully with the City of Waupun.
- E. In the event discrepancies or disputes arise between this Agreement and the subcontracts, the terms of this Agreement shall prevail in all cases.

6.6.3 Performance Criteria

All subcontractors will be held to the same performance criteria as the primary Contractor, with respect to the quality improvement actives, medical control, continuing education, and penalties for non-compliance. Subcontracts shall provide that paramedic and EMT first responders shall work cooperatively and supportively in the provision of care by the Contractor on-scene, and shall, if requested by Contractor personnel, assist in providing care en route to the receiving facility.

6.7 INSURANCE REQUIREMENTS

The EMT/ Paramedic/ Ambulance Service shall not commence work until proof of insurance required has been provided to the applicable department before the contract is considered for approval by the City of Waupun.

It is hereby agreed and understood that the insurance required by the City of Waupun is primary coverage and that any insurance or self-insurance maintained by the City of Waupun, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the work is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

A. Insurance Requirements for EMT/ Paramedic/ Ambulance Service:

- 1. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, and Contractual Liability with the following minimum limits and coverage:

| | |
|--|-------------|
| 1. Each Occurrence limit | \$1,000,000 |
| 2. Personal and Advertising Injury limit | \$1,000,000 |

3. General aggregate limit (other than Products-Completed Operations) \$3,000,000
4. Products-Completed Operations aggregate \$2,000,000
5. Damage to premises rented to you \$50,000
6. Medical Expense limit – any one person \$5,000
7. Watercraft Liability, (Protection & Indemnity coverage) “if” the work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must in in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.
8. Products – Completed Operations coverage must be carried for two (2) years after acceptance of completed work.

2. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combines single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1 – “Any Auto” basis.

1. Must include coverage for loading and unloading.

3. Workers’ Compensation as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements. If applicable for the work coverage must include Maritime (Jones Act) or Longshore & Harbor Workers Compensation Act coverage.

4. Medical Professional Liability (Medical Malpractice)

1. Limits

- a. Each professional incident or claim \$1,000,000
- b. Aggregate limit (per policy year) \$3,000,000

2. Prefer “occurrence” coverage. If coverage is “claims made” then an extended reporting period of coverage for at least two (2) years after work has been completed must be purchased.
3. Must include “defense” coverage
4. Must include coverage for employees, temporary staff, independent contractors and volunteers, if any.
5. Must include coverage for loading and unloading

5. EMT/ Paramedic/ Ambulance Service Equipment or Property – The EMT/ Paramedic/ Ambulance Service is responsible for loss and coverage for these exposures. The City of Waupun will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being used in the work being performed unless damage or losses are due to the neglect of the City of Waupun and its agents. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the EMT/ Paramedic/ Ambulance Service.

6. Also, see requirements under section C.

B. Insurance Requirements for all Subservice Providers:

1. This insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per EMT/ Paramedic/ Ambulance Service Provider requirements.

C. Applicable to Service Provider & Subservice Providers:

1. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by the City of Waupun.
2. Acceptability of Insurers – insurance is to be placed with insurers who have an A.M. Best rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the State of Wisconsin.
3. Additional Insured Requirements – the following must be named as additional insureds on all Liability Policies for liability arising out of service work – the City of Waupun, and its officers, council members, agents, employees and authorized volunteers. This does not apply to Workers Compensation Policies.
4. Waivers of Subrogation in favor of the City of Waupun must be endorsed onto the service provider's Worker's Compensation, Commercial General Liability, Automobile Liability, Umbrella Liability coverage, and Property/Equipment coverages.
5. Deductibles and Self-Insured Retentions – any deductible or self-insured retention must be declared to the City of Waupun.
6. Evidences of Insurance – prior to execution of the agreement, the EMT/ Paramedic/ Ambulance Service shall file with the City of Waupun a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement.

6.8 PERFORMANCE SECURITY

There shall be no requirement for a performance security, performance bond, letter of credit or any other surety.

6.9 FISCAL REQUIREMENTS

6.9.1 General Provisions

- A. As compensation for services, labor, equipment, supplies and materials furnished under this Agreement, Contractor shall collect revenues as permitted in this section.
- B. All reports provided by Contractor shall be in accordance with generally accepted accounting principles and based on an accrual system.
- C. Fiscal year for reporting purposed for this Agreement will be January 1st to December 31st for each year of this Agreement period.
- D. Contractor shall maintain copies of all financial statements, records and receipts that support and identify operations for a minimum of three (3) years from the end of the

reporting period to which they pertain. Contractor will provide the Contract Administrator or his designee access to all records for audit purposes.

- E. Contractor shall provide an annual disclosure statement that all financial obligations have been satisfied for, insurance premiums, secured debt repayment, all State and Federal taxes.

6.9.2 Billing and Collections

Medicare/Medicaid – Contractor shall accept Medicare and other federal and state insurance assignment.

Federal OIG Exclusions. Contractor will provide either a list or certified statement that the Contractor does not employ ANYONE, that is currently on the OIG Exclusions list.

6.10 QUALITY CONTROL

A. Quality Control Program. The Contractor shall establish a comprehensive emergency medical services system Quality Control (QC) Program. The program shall be an organized, coordinated, multi-disciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The program should include methods to measure performance, identify areas for improvements, and how such improvements can be implemented and then evaluated. The program shall describe customer service practices, including how customer satisfaction is determined and how customer inquiries/complaints are handled. In addition, Contractor shall:

1. Review the QC program annually for appropriateness to the Contractor's operation and revise as needed.
2. Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the QC program identifies a need for improvement. If the area identified as needing improvement includes system clinical issues, collaboration is required with Contractor's Medical Director.
3. Contractor must comply with DHS 110.32 (14).
4. The Contract Administrator shall be provided a copy of the QC program policies and procedures.

If the State of Wisconsin EMS Section promulgates regulations or guidelines that address EMS quality control planning or activities, the Contractor shall amend its plan to comply with these requirements.

B. Medical Director. Contractor shall retain a Medical Director who shall be a board-certified emergency physician in the State of Wisconsin and who shall monitor the activities of Contractor's training department, to include continuing education programs and the preceptor program and shall advise Contractor regarding field operations and prehospital medical care. Contractor's Medical Director shall cooperate with Fond du Lac County Health Department/Officer and the Waupun Memorial Hospital medical staff.

- C. Patient Preference Policy. It is the City of Waupun's understanding that, on the subject of patient hospital choice, the preference is to transport a patient to the hospital of their choice. There are times when transporting to the hospital of the patient's choice is not possible, practical, or in the patient's interest. Such circumstances are, but not limited to:
1. The patient is unstable and transport to the nearest hospital is necessary to stabilize the patient.
 2. The patient is combative and making the transport hazardous for the EMS crew.
 3. When only one ambulance is covering the 9-1-1 territory and the length of time to transport to a more distant hospital will keep the ambulance from the coverage area.
 4. Road conditions are hazardous.
 5. There are other circumstances when going to the hospital of further distance may be advisable. In the event of these circumstances, the patient will be consulted to obtain permission to transport to a more appropriate hospital. Such circumstances are, but not limited to:
 - (a) Traumatized patients that would be served going to a Level 1 Trauma Center.
 - (b) A patient with a diagnosed ST-Elevation Myocardial Infarction (STEMI) that will most likely need a cardiac catheterization procedure only available at cardiac centers.
 - ~~(b)~~(c) _____ A stroke patient if policy dictates.
 6. Decision by medical doctor at receiving facility.

SECTION 7: DEFAULT AND TERMINATION OF CONTRACT

If either party is in default (Defaulting Party) under any term or condition of this Agreement, the other party (Non-Defaulting Party) may give the Defaulting Party written notice of said default and require the Defaulting Party to correct or cure the default within fifteen (15) days of receipt of such notice. In the event the Defaulting Party fails to correct or cure the default within said period, the Non-Defaulting Party may, at its election, terminate this Agreement upon written notice of termination delivered to the Defaulting Party; provided, however, that any such termination shall have no effect on amounts due for services performed prior to termination of this Agreement.

SECTION 8: MISCELLANEOUS

8.1 INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

Contractor shall exonerate, indemnify, defend, and hold harmless the City of Waupun from and against:

- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature, including without limitation, all attorney's fees and related expenses, whether before, at or after trial or on appeal, which the City of Waupun may sustain or incur or which may be imposed upon it for injury to or death of persons, or damages to property as a result of or arising out of excepting any liability arising out of the negligence of the Contractor, or its affiliates, and its directors, managers, employees, agents, representatives, successors and permitted assigns (collectively, "Contractor"). Such indemnification includes any damage to the person(s), or property(ies) of the City of Waupun and third persons. This indemnification shall be as broad as may be permitted under law.
- B. Any and all federal, state and local taxes, charges, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, and social security and payroll tax withholding).
- C. Contractor's breach of any provision in the Agreement, including, without limitation, any representation, warranty, covenant or obligation under the Agreement. The rights, remedies, powers and privileges provided to the City of Waupun in the Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges otherwise provided by law or available at equity. The single or partial exercise of any right, remedy, power or privilege by the City of Waupun under the Agreement, at law or at equity shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- ~~D.~~ Nothing contained within this Agreement shall constitute a waiver or estoppel of the City of Waupun or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained in Wisconsin Statutes Sections 5.893.80, 895.52 and 345.05.

In like manner, the City of Waupun shall exonerate, indemnify, defend, and hold harmless Contractor from and against:

- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature, including without limitation, all attorney's fees and related expenses, whether before, at or after trial or on appeal, which the Contractor may sustain or incur or which may be imposed upon it for injury to or death of persons, or damages to property as a result of or arising out of excepting any liability arising out of the negligence of the City of Waupun, or its affiliates, and its directors, managers, employees, agents, representatives, successors and permitted assigns (collectively, "City of Waupun"). Such indemnification includes any damage to the person(s), or property(ies) of the Contractor and third persons. This indemnification shall be as broad as may be permitted under law.
- B. The City of Waupun's breach of any provision in the Agreement, including, without limitation, any representation, warranty, covenant or obligation under the Agreement. The rights, remedies, powers and privileges provided to the Contractor in the Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges otherwise provided by law or available at equity. The single or partial exercise of any right, remedy, power or privilege by the Contractor under the Agreement, at law or at equity shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- ~~C.~~

8.2 EQUAL EMPLOYMENT OPPORTUNITY

During and in relation to the performance of this Agreement, Contractor agrees as follows:

- A. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not limited to the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties, or a statement substantively similar thereto.

In the event of Contractor's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders Contractor may be declared ineligible for further agreements with the City of Waupun.

Contractor shall cause the foregoing provisions of this section to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8.3 INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor and not an employee of the City of Waupun. Contractor is responsible for all insurance (worker's compensation, unemployment, etc.) and all payment related taxes. Contractor is not entitled to any employee benefits. The City of Waupun agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

8.4 NON-ASSIGNMENT AND NON-DELEGATION

Contractor shall not assign or delegate this Agreement without the prior written consent of the City of Waupun.

8.5 ENTIRE AGREEMENT

This Agreement and the exhibits attached hereto constitute the entire agreement between the City of Waupun and Contractor and supersede all prior discussion and negotiations, whether oral or

written. Any amendment to this agreement, including an oral modification supported by new consideration, must be reduced to writing and signed by authorized representatives of both parties before it will be effective.

8.6 BINDING ON SUCCESSORS

This Agreement ensure that the benefit of, and is binding on, the parties and their respective heirs, personal representatives, successor and permitted assigns.

8.7 CAPTIONS

The captions heading the various sections of this Agreement are for the convenience and shall not be considered to limit, expand or define the contents of the respective sections. Masculine, feminine or neuter gender, and the singular and the plural number shall each be considered to include the other whenever the context so requires.

8.8 CONTROLLING LAW

This Agreement shall be interpreted under the laws of the State of Wisconsin and any disputes regarding this Agreement shall be decided in the courts of Dodge County, Wisconsin, unless otherwise specifically agreed to by the parties.

8.9 STRATEGIC PLANNING

Contractor shall produce a written plan within one (1) year of signing this agreement detailing metrics that will be used to determine when additional resources need to be added to the Waupun Ambulance District. This plan shall include costs that will be associated with such additions.

8.10~~9~~ MUTUAL AID CHARGES

Charges received by jurisdictions within the Waupun Ambulance District will be passed along to the Contractor if they are in violation of DHS 110.38 which prohibits Inter-Facility Transports (IFTs) interfering with the provider's responsibility to provide 9-1-1 emergency response.

8.11 FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial

disturbances; (i) shortage of adequate power or transportation facilities; and (j) pandemics (including without limitation COVID-19). The party suffering a Force Majeure Event shall give notice within fifteen (15) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

8.12 ATTORNEYS FEES FOR COLLECTION MATTERS

~~If Contractor institutes a suit against the City of Waupun for non payment of amounts due hereunder and Contractor prevails in such action, Contractor shall be entitled to all of its costs and expenses, including, without limitation, reasonable attorneys' fees.~~

IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above:

CITY OF WAUPUN

By: _____
Julie Nickel, Mayor

By: _____

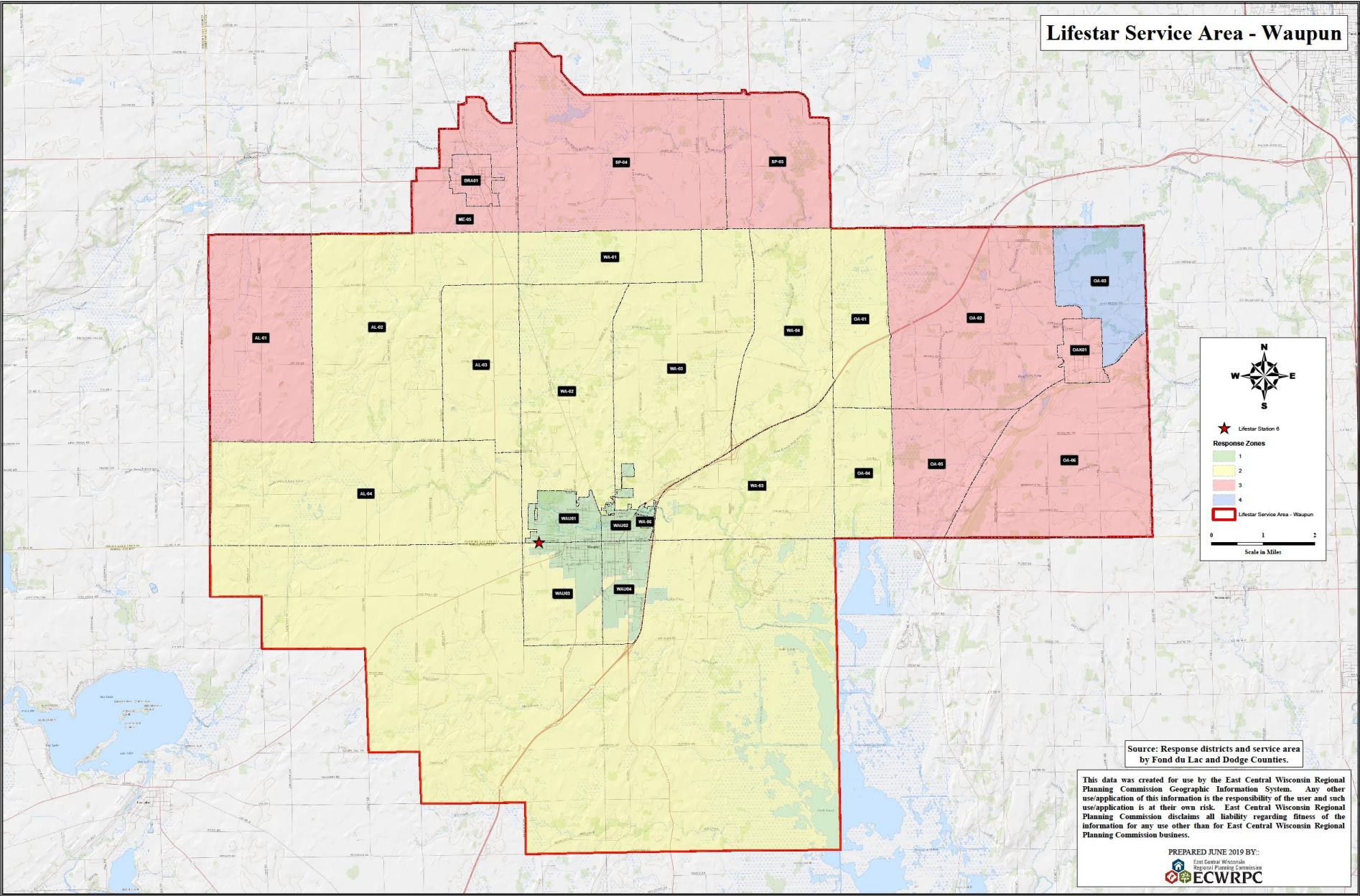
Angie Hull, Clerk

**LIFESTAR EMERGENCY MEDICAL
SERVICES, L.L.C.**

By: _____
Michael Krueger, President

**EXHIBIT A: Description of Contract Response Area
Territory and Zone Maps for Lifestar EMS (see next page)**

Lifestar Service Area - Waupun



Source: Response districts and service area by Fond du Lac and Dodge Counties.

This data was created for use by the East Central Wisconsin Regional Planning Commission Geographic Information System. Any other use/application of this information is the responsibility of the user and such use/application is at their own risk. East Central Wisconsin Regional Planning Commission disclaims all liability regarding fitness of the information for any use other than for East Central Wisconsin Regional Planning Commission business.

PREPARED JUNE 2019 BY:
 East Central Wisconsin
 Regional Planning Commission
ECWRPC

EXHIBIT B: User Fee Charge Schedule

Lifestar Emergency Medical Services, LLC. 2020 Rates (effective 7/1/2020)

| | |
|------------------------------|--|
| Paratransit Base Rate | \$26.00 (includes first 5 miles) |
| Paratransit Base (discharge) | \$32.00 (includes first 5 miles) |
| Paratransit Mileage | \$3.00/mile |
| Paratransit Oxygen | \$5.00 |
| Paratransit Wait Time | \$35.00/hour |
| BLS Ambulance Rate | \$650.00 |
| ALS Ambulance Base (EMT-P) | \$875.00 |
| ALS Ambulance Base (Level 2) | \$975.00 |
| Critical Care Base | \$1,600.00 |
| Ambulance Mileage | \$16.00/mile |
| Ambulance Wait Time | \$100.00/hour |
| Lift Assist/No Transport | \$200.00 |
| FEMA BLS Rate | To be provided by Contractor |
| FEMA ALS Rate | To be provided by Contractor |
| Supplies | <u>Cost plus markup based on standard fee schedule</u> |

PUBLIC HEALTH SERVICES / EMERGENCY MEDICAL SERVICES

KEY ACTION CHECKLISTS

Lifestar Ambulance Service will serve as EMS for the City of Waupun, and is responsible for EMS activities in City of Waupun. They will coordinate emergency activities with a representative from the Waupun Memorial Hospital. The following tasks represent a checklist of actions Lifestar Ambulance should consider in an emergency or disaster situation.

1. The Waupun Base Supervisor or designee shall report to the EOC.
2. Assist in evacuating nursing homes, hospitals, and other medical facilities as needed.
3. Coordinate emergency medical care to victims (hospitals and ambulances).
4. Assure that public health needs of disaster victims are met.
5. Assume primary operational control for health-related emergencies such as pollution, contaminations, diseases and epidemics in conjunction with the County Health Department.
6. Establish a triage area for victims.
7. Coordinate medical transportation for victims.
8. Establish a staging area for mutual aid ambulances when needed.

~~Itemized~~

AGENDA SUMMARY SHEET

MEETING DATE: 9/29/2020

TITLE: 2021 Budget Workshop 3: Capital and Equipment

AGENDA SECTION: CONSIDERATION-ACTION

PRESENTER: Michelle Kast, Finance Director

| DEPARTMENT GOAL(S) SUPPORTED <i>(if applicable)</i> | FISCAL IMPACT | |
|---|---------------|--|
| Discussion item | | |

ISSUE SUMMARY:

The third budget workshop (of five) for the 2021 budget will focus on capital improvements and equipment replacement. Debt is also pulled into this presentation as it is commonly used to fund large capital improvements or equipment purchases. The figures in the presentation are proposed at this time and may be revised as the full budget comes together.

STAFF RECOMMENDATION:

Discussion item

ATTACHMENTS:

- 1) 2021 Capital and Equipment Budget Presentation
- 2) 2021 Proposed Capital Improvement Schedule
- 3) 2021 Proposed Equipment Replacement Schedule

RECOMMENDED MOTION:

N/A

SEPTEMBER 29, 2020

2021 BUDGET WORKSHOP 3

CAPITAL AND EQUIPMENT

2020 BUDGET WORKSHOPS

- **Budget Workshop 1**
6.30.2020 Budget Planning and Timeline
- **Budget Workshop 2**
8.25.2020 Department Priorities
- **Budget Workshop 3**
9.29.2020 Capital and Equipment Budgets
- **Budget Workshop 4**
10.20.2020 Draft Budget
- **Budget Workshop 5**
11.10.2020 Public Hearing and Budget Adoption

PROPOSED EQUIPMENT PURCHASES

Total Proposed Equipment Budget \$268,545

- City Hall \$28,200
 - Computer Updates, Electronic Poll Books, Payroll Software Upgrades
 - 38% increase vs 2020 equipment budget
- Police \$121,995
 - Vehicles and related equipment \$42,850
 - 33% decrease over 2020 vehicle budget
 - Other Equipment \$79,145
 - AED, Radar System, Computer Updates, Vests, Tasers, Mobile Data Computers, Squad Cameras, Portable Radios, CompStat Software, Evidence Analysis Software, Body Cameras
 - 291% increase vs 2020 other equipment budget
- Fire \$25,500
 - Portable Radios, Air Compressor, Fire Hose
 - 50% increase vs 2020 other equipment budget

PROPOSED EQUIPMENT PURCHASES

- Public Works \$90,350
 - Tractor and Mower, Trailer for Mower
 - 3% decrease vs 2020 equipment budget
- Aquatic Center \$2,500
 - Pool Furnishing and Safety Equipment
 - No change vs 2020 equipment budget

| Equipment Funding | |
|--------------------------------|-----------------|
| Estimated 2021 Equipment Levy | \$225,000 |
| Estimated Trade-In | \$8,000 |
| Estimated Fund Balance Applied | <u>\$35,545</u> |
| Proposed Equipment Budget | \$268,545 |

- Equipment Levy History: \$225K in 2020, \$205K in 2019

PROPOSED CAPITAL IMPROVEMENTS

Total Proposed Capital Budget \$1,203,122 (excluding Stormwater)

- City Hall \$33,000
 - Air Conditioner Replacement

- Public Works \$1,110,122
 - Street Design & Engineering, Lease Payments on Lighting Upgrades, Madison Street Bridge Repair, Mill and Overlay, S. Madison Street Reconstruction Phase 2, Rock/Newton Reconstruction Phase 1 (East Loop)

- Senior Center \$30,000
 - Design Engineering/Grant Application

PROPOSED CAPITAL IMPROVEMENTS

- Recreation \$30,000
 - Wilcox Park Playground Part 1

| Capital Funding | |
|---------------------------------------|------------------|
| Estimated 2021 Capital Levy | \$440,000 |
| Estimated Grant Funding/Debt Issuance | \$661,805 |
| Estimated Fund Balance Applied | <u>\$101,317</u> |
| Proposed Capital Budget | \$1,203,122 |

- Capital Improvement Levy History: \$442K in 2020, \$537K in 2019

FUTURE CAPITAL AND EQUIPMENT NEEDS

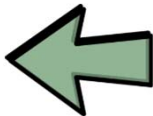
Projects on the Horizon:

- \$2M Senior Center Renovations in 2022
- \$1.5M Street Reconstruction in 2023
- \$1.5M Aerial Truck in 2023
- \$2M Street Reconstruction in 2025
- \$1M City Hall HVAC System in 2025
- \$TBD Facility Improvements

DEBT OVERVIEW

- Where We're At Now

| Debt Levy | |
|---|------------------|
| 2021 Debt Payments – Levy Funded | \$788,433 |
| 2021 Debt Payments – TID Funded | \$584,221 |
| 2021 Debt Payments – Stormwater Funded | <u>\$99,300</u> |
| Total 2021 Debt Payments | \$1,471,954 |



- Debt Levy History: \$761K in 2020, \$626K in 2019

- Looking Forward at Debt Payments



- Debt payments remain steady 2021-2028 at roughly \$800K/yr
- In 2029 debt payments drop (to \$283K)
- **This assumes no additional debt is taken on**

DEBT OVERVIEW

- What if We Take on More Debt?

- \$600K debt = \$77K debt levy increase
- \$1.5M debt = \$170K debt levy increase **exceeds typical annual levy increase*
- \$2M debt = \$230K debt levy increase **exceeds typical annual levy increase*



- To Put in Perspective

- Total Annual Tax Levy Increases:
 - \$321K (12%) in 2018
 - \$90K (3%) in 2019
 - \$101K (3%) in 2020



2020 Tax Levy \$3.2M

- The tax levy supports 6 funds: General Fund, Library, Capital, Equipment, Taxi, Debt Service

| Example: | |
|---------------------------------|---------|
| Debt Levy Increase | \$170K |
| Levy Reduction from Other Funds | (\$60K) |
| Annual Levy Increase (3%) | \$110K |

PROPOSED CAPITAL IMPROVEMENTS

Stormwater Fund Proposed Capital Budget \$1,701,200

- Land Acquisition, S. Madison Street Reconstruction Phase 2, Rock/Newton Reconstruction Phase 1 (East Loop), Harmsen/Oak Stormwater Pond
- Stormwater utility revenue source
- Not reliant on tax levy

Capital Projects

| Fund/Department/Project | GL Account | 2021 | 2022 | 2023 | 2024 | 2025 | Total |
|---|-----------------|----------------|------------------|------------------|----------------|------------------|-------------------|
| Project | | | | | | | |
| Capital Projects | | | | | | | |
| City Hall | | | | | | | |
| ADA Upgrades | 400-10-5140-800 | | | | | 24,750 | 24,750 |
| Air Conditioner Replacement | 400-10-5140-800 | 33,000 | | | | | 33,000 |
| Upgrade Electrical | 400-10-5140-800 | | | | | 300,000 | 300,000 |
| Upgrade HVAC System | 400-10-5140-800 | | | | | 1,040,000 | 1,040,000 |
| City Hall Total | | 33,000 | - | - | - | 1,364,750 | 1,397,750 |
| Public Safety | | | | | | | |
| Police | | | | | | | |
| Safety Building ADA Upgrades | 400-40-5211-800 | | | | | 15,000 | 15,000 |
| Police Total | | - | - | - | - | 15,000 | 15,000 |
| Fire | | | | | | | |
| Post Incident Showers | 400-40-5211-800 | | 250,000 | | | | 250,000 |
| Fire Total | | - | 250,000 | - | - | - | 250,000 |
| Public Safety Total | | - | 250,000 | - | - | 15,000 | 265,000 |
| DPW | | | | | | | |
| Street Design and Engineering | 400-70-5420-800 | 25,000 | 35,000 | 25,000 | 35,000 | 35,000 | 155,000 |
| Facility Planning and Design | 400-70-5420-800 | | 25,000 | | | | 25,000 |
| Lighting Energy Efficiency Upgrades | 400-80-5950-338 | 21,122 | 21,122 | 21,122 | 21,122 | 21,122 | 105,610 |
| Community Center ADA Upgrades | 400-20-5514-800 | | | | 50,500 | | 50,500 |
| Sculpture Treatment | 400-70-5412-800 | | | | | | - |
| Elevator Replacement | 400-70-5412-800 | | | | 70,000 | 70,000 | 140,000 |
| Sidewalk Replacement | 400-70-5436-800 | | 170,000 | 175,000 | 180,000 | 180,000 | 705,000 |
| Special Assessment-Sidewalk Replacement | | | | | | | - |
| S. Madison St Reconstruction (Lincoln-Doty) | 400-70-5436-800 | 346,000 | | | | | 346,000 |
| Rock/Newton Reconstruction (E. loop) | 400-70-5436-800 | 670,000 | | | | | 670,000 |
| Rock/Newton - Debt Issuance | 400-49-4912-000 | (650,000) | | | | | (650,000) |
| Grove/Roosevelt/Park/Rock/Newton Recon | 400-70-5436-800 | | | 1,497,431 | | | 1,497,431 |
| Rock River/Wilcox/Forest/Mill Reconstructi | 400-70-5436-800 | | | | | 1,943,944 | 1,943,944 |
| Madison Street Bridge Repair | 400-70-5436-800 | 21,000 | | | | | 21,000 |
| Streets - Mill and Overlay | 400-70-5436-800 | 27,000 | 175,000 | 82,000 | 200,000 | 200,000 | 684,000 |
| DPW Total | | 460,122 | 426,122 | 1,800,553 | 556,622 | 2,450,066 | 5,693,485 |
| Culture, Recreation, Education | | | | | | | |
| Senior Center | | | | | | | |
| Design Engineering/Grant Application | 400-20-5513-800 | 30,000 | | | | | 30,000 |
| Senior Center Renovations | 400-20-5513-800 | | 2,000,000 | | | | 2,000,000 |
| Senior Center - Grant/Donations | | | (1,500,000) | | | | (1,500,000) |
| Recreation | | | | | | | |
| Park Bathroom Automatic Door Locks | 400-20-5525-800 | | | | | | - |
| Park ADA Upgrades | 400-20-5525-800 | | 25,300 | 45,500 | 32,000 | 3,000 | 105,800 |
| Resurface West End Park Tennis Court | 400-20-5525-800 | | | | | | - |
| Shaler Park Engineering/ Improvements | 400-20-5525-800 | | 40,000 | | | | 40,000 |
| Cemetery Driveway and Parking | 400-20-5525-800 | | 20,000 | | | | 20,000 |
| Veteran's Memorial ADA Upgrades | 400-20-5525-800 | | | 60,000 | | | 60,000 |
| Paint Pool Surface | 400-20-5523-800 | | | | | 30,000 | 30,000 |
| Pool Climbing Wall | 400-20-5523-800 | | | | 18,000 | | 18,000 |
| Baseball Complex Turf Repair | 400-20-5525-800 | | | | | 436,000 | 436,000 |
| Canoe/Kayak Launch | 400-20-5525-800 | | 32,000 | | | | 32,000 |
| Canoe/Kayak Launch - Grant/Donations | 400-43-4360-000 | (11,805) | | | | | (11,805) |
| Playground Replacement | 400-20-5525-800 | 30,000 | 25,000 | | 30,000 | | 85,000 |
| Shaler/Gateway Trail | 400-20-5525-800 | | | | | | - |
| Culture, Recreation, Education Total | | 48,195 | 642,300 | 105,500 | 80,000 | 469,000 | 1,344,995 |
| Capital Projects Total | | 541,317 | 1,318,422 | 1,906,053 | 636,622 | 4,298,816 | 8,701,230 |
| Stormwater | | | | | | | |
| Stormwater | | | | | | | |
| S. Madison St Reconstruction (Lincoln-Doty) | 700-10-5192-800 | 100,000 | | | | | 100,000 |
| Land Acquisition | 700-10-5192-800 | 66,200 | | | | | 66,200 |
| Rock/Newton Reconstruction (E. loop) | 700-10-5192-800 | 1,215,000 | | | | | 1,215,000 |
| Rock/Newton - Debt Issuance | 700-49-4912-000 | (1,200,000) | | | | | (1,200,000) |
| Edgewood Sump Pump Line | 700-10-5192-800 | | | | | | - |
| Claggett Storm Capacity Evaluation | 700-10-5192-800 | | | | | | - |
| Stormwater Pond | 700-10-5192-800 | 320,000 | | | | 310,000 | 630,000 |
| Grant - Stormwater Pond | 700-43-4355-000 | (110,785) | | | | | (110,785) |
| Grove/Roosevelt/Park/Rock/Newton Recon | 700-10-5192-800 | | | 285,225 | | | 285,225 |
| Rock River/Wilcox/Forest/Mill Reconstructi | 700-10-5192-800 | | | | | 370,275 | 370,275 |
| Unidentified Small Projects | 700-10-5192-800 | - | 25,000 | 25,000 | 50,000 | 25,000 | 125,000 |
| Stormwater Total | | 390,415 | 25,000 | 310,225 | 50,000 | 705,275 | 1,480,915 |
| Project Total | | 931,732 | 1,343,422 | 2,216,278 | 686,622 | 5,004,091 | 10,182,145 |

| | | | | | | |
|--|-----------|-------------|-----------|-----------|-----------|-------------|
| Capital Improvement Project Total (Excludes Stormwater) | 1,203,122 | 2,818,422 | 1,906,053 | 636,622 | 4,298,816 | 10,863,035 |
| Less Estimated Grant Funding/Debt Issuance | (661,805) | (1,500,000) | - | - | - | (2,161,805) |
| Less Estimated Annual Tax Levy | (440,000) | (440,000) | (440,000) | (440,000) | (440,000) | (440,000) |
| Fund Balance Applied / (Fund Balance Built) | 101,317 | 878,422 | 1,466,053 | 196,622 | 3,858,816 | 8,261,230 |

| | | | | | | |
|--|-------------|--------|---------|--------|---------|-------------|
| Stormwater Project Total | 1,701,200 | 25,000 | 310,225 | 50,000 | 705,275 | 2,791,700 |
| Less Estimated Grant Funding/Debt Issuance | (1,310,785) | - | - | - | - | (1,310,785) |
| Pay-As-You-Go - Stormwater | 390,415 | 25,000 | 310,225 | 50,000 | 705,275 | 1,480,915 |

Revenue Source: Stormwater Utility Revenue

Equipment Replacment Schedule

| Fund/Category/Department/Item | GL Account | 2021 | 2022 | 2023 | 2024 | 2025 | Total |
|---|-----------------|----------------|----------------|------------------|----------------|----------------|------------------|
| Equipment Replacement | | | | | | | |
| General Government | | | | | | | |
| City Hall | | | | | | | |
| Computer & Device Updates | 410-10-5140-400 | 7,200 | 5,000 | 7,000 | 5,350 | 5,400 | 29,950 |
| Accounting Software Upgrades | 410-10-5140-400 | | | | | | - |
| Electronic Poll Books | 410-10-5140-400 | 11,000 | | | | | 11,000 |
| Payroll Software Upgrades | 410-10-5140-400 | 10,000 | | | | | 10,000 |
| Server Upgrade | 410-10-5140-400 | | | | | | - |
| General Government Total | | 28,200 | 5,000 | 7,000 | 5,350 | 5,400 | 50,950 |
| Public Safety | | | | | | | |
| Police | | | | | | | |
| AED | 410-40-5211-400 | 1,700 | 1,750 | 1,800 | 1,850 | 1,900 | 9,000 |
| Radar System | 410-40-5211-400 | 2,200 | 2,326 | 2,396 | 2,450 | 2,450 | 11,822 |
| Computer Updates | 410-40-5211-400 | 2,550 | 2,576 | 2,601 | 2,627 | 2,654 | 13,008 |
| Vests | 410-40-5211-400 | 6,800 | | | | | 6,800 |
| Tasers | 410-40-5211-400 | 5,800 | 3,900 | 4,000 | 4,100 | 4,200 | 22,000 |
| Mobile Data Computers | 410-40-5211-400 | 16,875 | 4,560 | 4,642 | 4,700 | 4,800 | 35,577 |
| Squad Cameras | 410-40-5211-400 | 3,370 | 3,650 | 3,700 | 3,750 | 3,800 | 18,270 |
| Portable Radios | 410-40-5211-400 | 8,200 | 8,300 | 8,350 | 8,400 | 8,450 | 41,700 |
| Police Squads and Equipment | 410-40-5211-400 | 42,850 | 39,502 | 66,687 | 40,000 | 45,000 | 234,039 |
| Police Squade Trade-In | 410-48-4831-000 | (1,500) | | | | | (1,500) |
| Thermal Imaging Camera | 410-40-5211-400 | | | 4,000 | | | 4,000 |
| CompStat Management Software | 410-40-5211-400 | 3,150 | | | | | 3,150 |
| Evidence Analysis Software | 410-40-5211-400 | 10,950 | - | | | | 10,950 |
| Interview Room Camera System | 410-40-5211-400 | | 15,000 | | | | 15,000 |
| Body Cameras | 410-40-5211-400 | 17,550 | | | | | 17,550 |
| Radar Trailer | 410-40-5211-400 | | | | 7,000 | | 7,000 |
| Police Total | | 120,495 | 81,564 | 98,176 | 74,877 | 73,254 | 448,366 |
| Fire | | | | | | | |
| Computer Updates | 410-50-5231-400 | | | | 4,500 | | 4,500 |
| Electronic Sign | 410-50-5231-400 | | 18,500 | | | | 18,500 |
| Turnout Gear | 410-50-5231-400 | | | | | | - |
| Portable Radios | 410-50-5231-400 | 7,500 | 15,000 | | | | 22,500 |
| Mobile Radios | 410-50-5231-400 | | | 4,000 | 4,000 | | 8,000 |
| Air Compressor | 410-50-5231-400 | 3,000 | | | | | 3,000 |
| Fire Safety House | 410-50-5231-400 | | | | | 48,000 | 48,000 |
| Ford F250 | 410-50-5231-400 | | | | | | - |
| SCBAs with Breathing Tanks | 410-50-5231-400 | | | | | 90,000 | 90,000 |
| Sensit HCN | 410-50-5231-400 | | | | | 1,300 | 1,300 |
| Fire Hose | 410-50-5231-400 | 15,000 | 15,000 | | | | 30,000 |
| Aerial Truck | 410-50-5231-400 | | | 1,500,000 | | | 1,500,000 |
| 4-Gas Meter | 410-50-5231-400 | | | 2,900 | 2,900 | | 5,800 |
| Fire Extinguisher Trainer | 410-50-5231-400 | | | | 9,500 | | 9,500 |
| Fire Total | 410-50-5231-400 | 25,500 | 48,500 | 1,506,900 | 20,900 | 139,300 | 1,741,100 |
| Public Safety Total | | 145,995 | 130,064 | 1,605,076 | 95,777 | 212,554 | 2,189,466 |
| Public Works | | | | | | | |
| Dump Truck and Attachments (75%) | 410-70-5411-400 | | | | | 165,000 | 165,000 |
| Riding Lawnmower and Snowblower | 410-70-5412-400 | | | | | | - |
| Tractor and mower | 410-70-5412-400 | 88,000 | | | | | |
| Trade-In - Tractor | 410-48-4831-000 | (6,500) | | | | | |
| Trailer for mower | 410-70-5412-400 | 2,350 | | | | | |
| 1-Ton Flatbed w/ hoist (75%) | 410-70-5412-400 | | | | | | - |
| 1-Ton Flatbed | 410-70-5412-400 | | | | | 48,000 | 48,000 |
| Skidloader with Auger | 410-70-5412-400 | | | 55,000 | | | 55,000 |
| Payloader Grapple Bucket | 410-70-5412-400 | | 21,000 | | | | 21,000 |
| Scanner Equipment and Toughbook | 410-70-5412-400 | | | | | | - |
| Grader | 410-70-5411-400 | | | | 170,000 | | 170,000 |
| Ball Diamond Tractor | 410-70-5412-400 | | | | | | - |
| Industrial Snowblower | 410-70-5411-400 | | 152,000 | | | | 152,000 |
| Compactor | 410-70-5411-400 | | | 10,500 | | | 10,500 |
| Pickup Truck (75%) | 410-70-5412-400 | | 30,000 | | 33,503 | | 63,503 |
| 3 Tractors and attachments | 410-70-5412-400 | | | | | | - |
| Radar Speed Signs | 410-70-5411-400 | | | 6,000 | | | 6,000 |
| Public Works Total | | 83,850 | 203,000 | 71,500 | 203,503 | 213,000 | 774,853 |
| Culture, Recreation, Education | | | | | | | |
| Aquatic Facility | | | | | | | |
| Pool Furnishings and Safety Equipment | 410-20-5523-400 | 2,500 | 2,500 | 22,500 | 2,500 | | 30,000 |
| Recreation Total | | 2,500 | 2,500 | 22,500 | 2,500 | - | 30,000 |
| Taxi | | | | | | | |
| ADA Minivan | 501-10-5154-800 | | | | 9,000 | | 9,000 |
| Taxi Total | | - | - | - | 9,000 | - | 9,000 |
| Stormwater | | | | | | | |
| Dump Truck and Attachments (25%) | 700-10-5192-800 | | | | | 55,000 | 55,000 |
| 3/4-Ton Pickup Truck (25%) | 700-10-5192-800 | | 10,000 | | 11,168 | | 21,168 |
| 1-Ton Flatbed w/ hoist (25%) | 700-10-5192-800 | | | | | | - |
| Stormwater Total | | - | 10,000 | - | 11,168 | 55,000 | 76,168 |
| Grand Total | | 260,545 | 350,564 | 1,706,076 | 327,297 | 485,954 | 3,130,436 |
| Grand Total Equipment Replacement Budget | | 268,545 | 350,564 | 1,706,076 | 327,297 | 485,954 | 3,130,436 |
| Less Estimated Trade-In | | (8,000) | | | | | |
| Less Estimated Annual Tax Levy | | (225,000) | (225,000) | (225,000) | (225,000) | (225,000) | (225,000) |
| Fund Balance Applied / (Fund Balance Built) | | 35,545 | 125,564 | 1,481,076 | 102,297 | 260,954 | 2,905,436 |