



**CITY OF ELKHORN
COMMON COUNCIL MEETING AGENDA**

December 17, 2018 5:30 p.m.

Council Chambers, City Hall, 9 S. Broad St., Elkhorn, Wisconsin

- 1) **Call to Order**
- 2) **Pledge of Allegiance**
- 3) **Roll Call**
- 4) **Public Comment** *Although the public may speak on any item that is not included on this agenda as a "Public Hearing or Forum", the Council may not respond or discuss the issue brought forward at this time. In accordance with open meeting laws the Council must notice an item on the agenda to allow discussion on that matter. Your comments will be considered and may be placed on a future agenda for further discussion.*
- 5) **Council Minutes**
 - a) Minutes of December 3, 2018 Council Meeting
- 6) **Bills Payable**
 - a) Consideration and recommendation to pay
- 7) **Report of City Officers**
 - a) Mayor
 - i) Recognition of Employees for Years of Service to the City
 - b) City Administrator
 - i) Introduction of Recreation Director
 - ii) Contract Renewal: ICI Commercial
- 8) **Liaison Committee Meeting Reports**
 - a) Fire Advisory Board
 - b) Library Board
 - c) Recreation Advisory Board
 - d) Chamber
- 9) **Committee Reports**
 - a) Public Safety
 - i) Recommendation to Approve Police Department Policies Updates: Temporary Custody of Juveniles, Child Abuse, and Subpoenas and Court Appearances and Temporary Custody of Juveniles (Resolution under New Business)
 - b) Financial & Judicial
 - i) Recommendation to Purchase Rigid Push Camera for Public Works
 - ii) Recommendation to Increase Sewer Rates for 2019 (Resolution under New Business)
 - c) Municipal Services
 - i) Recommendation to Approve 50' Easement Request for Ben and Brooke Dahlberg
 - d) Human Resources
 - i) Consideration and Possible Action on Recommendation to Proceed with Administrative Services Reorganization Combining Duties of City Administrator and Finance Director Positions
- 10) **New Business**
 - a) Resolution No. 18-21 A Resolution to Adjust Sewer Use Charges
 - b) Resolution No. 18-22 A Resolution Amending the Elkhorn Police Department Police
 - c) Paratech Fire/EMS Staffing Contract

- d) Police Department Declaration of Surplus Vehicle
- e) City – County Facility Use Agreement
- f) Kapur Task Order #11 to Provide Engineering Services for Sanitary Sewer Pipe, Invert and Manhole Rim Elevation Data

11) Adjourn

DATED at Elkhorn, Wisconsin, this 14th day of December 2018

Cairie L. Virrueta, City Clerk

Should you have any questions or comments regarding any items on this agenda, please contact the City Clerk's office at 723-2219. Upon reasonable notice to the City Clerk, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services.

**CITY OF ELKHORN COMMON COUNCIL
MEETING MINUTES
December 3, 2018
COUNCIL CHAMBERS, 9 S. BROAD ST., ELKHORN, WI 53121**

The Common Council meeting was called to order by Mayor Reynolds at 5:30 p.m. in the Council Chambers followed by the Pledge of Allegiance.

ROLL CALL

Present: Mayor Howie Reynolds, Aldermen Tim Shiroda, Frank Boggs, Karel Young, Ron Dunwiddie, Scott McClory, Tom Myrin; Junior Council Member Alex Johnson; Absent: Alex Johnson and Megan Degner
Others present: City Administrator Sam Tapson, Attorney Randall Leece, Finance Director James Heilman, City Clerk Cairie Virrueta, Police Chief Joel Christensen, Utility Director John Murphy, Fire Chief Rod Smith

PUBLIC COMMENT

None.

CONSENT AGENDA

Motion (Shiroda/Boggs) to approve the minutes of the November 19, 2018 Common Council meeting. Voice vote, all approved, motion carried.

REPORT OF CITY OFFICERS

MAYOR'S REPORT

Mayor Reynolds said the Christmas parade didn't go as well this year due to the rain.

CITY ADMINISTRATOR'S REPORT

Administrator Tapson reminded everyone that there is a Babe Mann Park Planning meeting at the Community Center in the library next Tuesday at 5:30 p.m.

COMMITTEE REPORTS

HUMAN RESOURCES

Part-time, Limited Term and Seasonal Pay Increase (Resolution under New Business)

Alderman Shiroda said the committee discussed this and recommended approval of the 2% pay increase.

NEW BUSINESS

Resolution No. 18-20 Establishing Wages and Salaries for Part-time, Limited Term and Seasonal Employees, and Providing Uniform Allowance for Certain General Full-time Employees

Motion (Shiroda/Young) to approve a 2% pay increase for part-time, limited term and seasonal employees according to the pay schedule. Roll call vote: Shiroda, yes; Boggs, yes; Dunwiddie, yes; McClory, yes; Myrin, yes; Young, yes. Voice vote, all approved, motion carried.

ADJOURN TO CLOSED SESSION

Motion (Dunwiddie/Young) to adjourn to closed session pursuant to §19.85(1)(c) "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercise responsibility." Voice vote, all approved, motion carried regarding recommendation to hire recreation director candidate. Adjourned to closed session at 5:34 p.m.

RECONVENE IN OPEN SESSION

Reconvened in open session at 6:25 p.m.

Motion (McClory/Boggs) to authorize conditional offer of employment for selected Recreation Director nominee. Voice vote, all approved, motion carried.

Motion (McClory/Shiroda) to accept the City Administrator's plans to retire in 2019 and direct the Human Resources committee to explore options. Voice vote, all approved, motion carried.

ADJOURN

Motion (Dunwiddie/Boggs) to adjourn at 6:28 p.m. Voice vote, all approved, motion carried.

Cairie L. Virrueta
City Clerk

UNAPPROVED

To: Mayor & Common Council

From: City Administrator

Re: ICI Contract Renewal

Date: December 14, 2018

The current contract with ICI the renewal ICI to provide services as the sales agent for the Business Park expires on January 4, 2019. Discussion with the firm's principal indicates a willingness to continue the relationship subject to the same conditions set forth in the expiring contract. It is unlikely that a renewal contract document will be available for the meeting of December 17th; however, the Council could approve contract renewal subject to the terms/conditions remaining unchanged from the expiring agreement. Subsequent to review by staff to confirm no substantive modifications to the document have been made, the mayor would then be authorized to execute the agreement.

CITY OF ELKHORN
Public Safety Committee Minutes
First Floor Conference Room, City Hall, 9 S. Broad St., Elkhorn, Wisconsin

December 3, 2018

Public Safety Committee was called to order at 5:00 p.m. by Alderman McClory followed by roll call.

Roll Call

Present: Aldermen Scott McClory, Karel Young, Frank Boggs

Also Present: City Clerk Cairie Virrueta, Police Chief Joel Christensen

Police Department Policies Updates: Temporary Custody of Juveniles (311), Child Abuse (314), and Subpoenas and Court Appearances (323)

Temporary Custody of Juveniles (311): Alderman McClory asked Chief Christensen what juveniles were being attached to; Chief Christensen said language still needed to be added to this section and he was waiting for sample language from another municipality, which included what juveniles are attached to. He said the Police Department passed a recent inspection.

Motion (Boggs/Young) to conditionally approve with changes put in red for review. Voice vote, all approved, motion carried.

Child Abuse (314): The committee didn't have any questions or concerns. ***Motion (Boggs/Young) to send to the Common Council for approval. Voice vote, all approved, motion carried.***

Subpoenas and Court Appearances (323): Alderman McClory asked for clarification if the department followed state law about serving subpoenas; yes it does. ***Motion (Boggs/Young) to send to the Common Council for approval. Voice vote, all approved, motion carried.***

Adjournment

Motion (Boggs/Young) to adjourn at 5:09 p.m. Voice vote, all approved, motion carried.

Cairie L. Virrueta
City Clerk

CITY OF ELKHORN
Finance & Judicial Committee Minutes
First Floor Conference Room, 9 S. Broad Street, Elkhorn, Wisconsin

December 10, 2018

The Finance and Judicial Committee was called to order at 4:30 p.m. by Alderman McClory, followed by roll call.

Roll Call

Present: Aldermen Scott McClory, Tom Myrin, Tim Shiroda; Absent: Jr. Council Members Megan Degner, Alex Johnson

Also present: City Administrator Sam Tapson, City Clerk Cairie Virrueta, Finance Director James Heilman, DPW Manager Matthew Lindstrom

Purchase of Rigid Push Camera System for Public Works

Motion (Myrin/Shiroda) to recommend the purchase of a rigid push camera system in an amount not to exceed \$13,000. Alderman Shiroda said there was \$42,000 in the budget for the sewer camera and asked if the funds left over were enough to cover the contracting of the work; DPW Manager Lindstrom said yes it is. He recommended contracting out the televising rather than having DPW buy a camera and do it; contractors have much better cameras than DPW could buy and also clean the mains and provide detailed reports. Lindstrom said \$30,000 was set aside in the 2019 budget to do more televising. This portable camera would be used by DPW to check roof drains, internal plumbing inspections, storm sewer laterals and sump pump piping, and sanitary sewer laterals. He also said he recently received additional information from one of the vendors and may select that vendor instead. ***Motion (Myrin/Shiroda) amended to add purchasing the camera the DPW Manager selects. Voice vote, all approved, motion carried.***

Proposed Sewer Rates for 2019

Administrator Tapson suggested sewer rates be set at WALCOMET's loadings plus 10% since the City has continued to exceed their estimates every year. The cost for the average household will be about \$4 a month. ***Motion (Shiroda/Myrin) to recommend approving sewer rates to be WALCOMET's loadings plus 10%. Voice vote, all approved, motion carried.***

Adjournment

Motion (Myrin/Shiroda) to adjourn at 4:36 p.m. Voice vote, all approved, motion carried.

Cairie L. Virrueta
City Clerk

CITY OF ELKHORN
Municipal Services and Utilities Committee
Minutes
First Floor Conference Room, 9 S. Broad Street, Elkhorn, Wisconsin

December 10, 2018

Municipal Services and Utilities Committee was called to order at 5:00 p.m. by Alderman Boggs followed by Roll Call.

Roll Call

Present: Frank Boggs, Karel Young, Ron Dunwiddie

Also present: Alderman Tom Myrin, Alderman Tim Shiroda, Administrator Sam Tapson, City Clerk Cairie Virrueta, Finance Director James Heilman, Dahlgrens

Easement Request – Ben and Brooke Dahlberg

Administrator Tapson said the property is located behind the NE Water Treatment Plant. The original easement was 20 feet and the City agreed to protect the use of the property. The owner wants to build on the property and the County requires a 50 feet easement. Ben Dahlberg said the 20 acres has been levelled and are planted with crops. He plans to eventually build a house but would like to build an agricultural building now. Administrator Tapson said if the request is approved the City Attorney will amend the language of the original agreement. ***Motion (Dunwiddie/Young) to recommend approving the 50 feet easement request and have the City Attorney draft up the agreement. Voice vote, all approved, motion carried.***

Adjournment

Motion (Dunwiddie/Young) to adjourn at 5:10 p.m. Voice vote, all approved, motion carried.

Cairie L. Virrueta
City Clerk

CITY OF ELKHORN
Human Resources Committee Minutes
First Floor Conference Room, 9 S. Broad Street, Elkhorn, Wisconsin

December 10, 2018

The Human Resources Committee was called to order at 5:30 p.m. by Alderman Myrin followed by Roll Call.

Roll Call

Present: Aldermen Tom Myrin, Frank Boggs, Tim Shiroda

Also present: Mayor Howie Reynolds, Administrator Sam Tapson, City Clerk Cairie Virrueta, Kellen Olshefski

Discussion on Options Regarding City Administrator Transition

Administrator Tapson said options are to staff the administrator position or promote within and merge the administrator and finance director position. Alderman Myrin said he received phone calls against the internal transition. He said he likes the transition as it frees up dollars for other staffing needs but the people he talked to want the Council to look at other candidates. He said the Finance Director could apply for the position and if he is the best candidate he gets the job. Mayor Reynolds said it wasn't a good idea to interview for the combined position; the options are either to hire a new administrator or merge the finance director and administrator positions with the current finance director filling the new position. He felt the transition is a good idea. Administrator Tapson said when he looked at the merging of the positions it didn't start with the money savings but by looking at structure and the best approach for the City in the long run. Alderman Shiroda was concerned with other staff taking on additional responsibilities as a result of the merging and having to hire a new clerk in the future; City Clerk Virrueta said with new software and systems in place work has become less time consuming for staff freeing up time. Alderman Shiroda would like to save the money that would be spent on the search for a new administrator and is more in favor of the transition. Alderman Boggs said he has seen both ways in his 40 years of manufacturing experience and would like to see the promotion from within. He said the current finance director has time and service with the City as well as knowledge of the City.

Motion (Shiroda/Boggs) to recommend the Council proceed with the transition to combine the City Administrator and Finance Director positions. Voice vote; Shiroda/Boggs approved, Myrin opposed; motion carried.

Adjournment

Motion (McClory/Shiroda) to adjourn at 4:59 p.m.

Cairie L. Virrueta
City Clerk

**CITY OF ELKHORN
RESOLUTION NO. 18-21
A RESOLUTION TO ADOPT ADJUSTED SEWER USE FEES**

WHEREAS, it has been determined that the City’s in-place sewer use charges will not generate sufficient revenue to meet anticipated future operating and treatment expenses; and

WHEREAS, the financial integrity of the Sewer Utility requires that a rate adjustment be implemented in order to ensure a revenue stream sufficient to meet anticipated costs of operation.

THEREFORE BE IT RESOLVED by the Common Council of the City of Elkhorn that the Sewer Use Fees currently in place are hereby repealed and replaced as follows:

1. Sewer Service Unit Charges. The monthly sewer service charges are as follows:

	<u>Charge</u>	<u>Billing Unit</u>
a) Volume Charge	\$5.60	100 Cubic Ft.
b) Fixed Monthly Charge	\$4.87	Meter Connection
c) Customer Unit Charge	\$18.98	Equivalent Meter

2. Category “B” Sewer Service Charges. The sewer service charges for Category “B” sewer users shall, in addition, to the charges enumerated in Section 1 above, include the following sewer charges:

BOD greater than 160 mg/l	\$.6900/lb.
Solids greater than 210 mg/l	\$.48/lb.
Nitrogen greater than 43 mg/l	\$2.94/lb.

BE IT FURTHER RESOLVED that the rates set forth herein shall become effective January 1, 2019.

APPROVED AND ADOPTED this 3rd day of December, 2018.

Howie Reynolds, Mayor

ATTEST:

Cairie Virrueta, City Clerk

**CITY OF ELKHORN
RESOLUTION NO. 18-22**

RESOLUTION AMENDING THE ELKHORN POLICE DEPARTMENT POLICY

WHEREAS, the Common Council of the City of Elkhorn has previously adopted certain policies and procedures pertaining to the Elkhorn Police Department, and;

WHEREAS, it is considered to be appropriate and advisable to review such matters, from time to time, and to revise the Elkhorn Police Department Policies as may be necessary to ensure that the actions of the Department are in accordance with the law and recognized best practices.

BE IT RESOLVED by the Common Council of the City of Elkhorn, Walworth County, Wisconsin that the Elkhorn Police Department Policies have been amended to incorporate the following policies: Police Department Policies Updates: Temporary Custody of Juveniles (311), Child Abuse (314), and Subpoenas and Court Appearances (323).

DATED this _____ day of _____, 2018.

Howie Reynolds, Mayor

ATTEST:

Cairie Virrueta, City Clerk

Adopted: _____

Approved: _____

**CITY OF ELKHORN
COMMITTEE AGENDA MEMORANDUM**

Committee: City Council

Meeting Date: December 17, 2019

Agenda Item: Fire/ EMS Staffing Contract Renewal

Report Prepared By: Fire Chief Rod Smith

Summary:

The approved 2019 budget includes funding to continue the contracted 24/7/365 EMS staffed position and 7 firefighter / AEMT on staggered days and shifts. This contract would provide the department with a minimum of 2 personnel 24/7.

Fiscal Considerations:

The cost of the 24/7/365 AEMT position is \$309,182.64 annually. This staffing is being accomplished by 4 full time personnel.

The contract also provides 7 full time Firefighter/AEMT 8 hours a day 40 hours a week with staggered days and start times with an annual cost \$423,110.64

Operational Considerations:

The contract continues the 1 AEMT 24/7/365 and schedules a minimum of 2 firefighter/AEMT 24 hours a day 7 days a week, this is accomplished by scheduling staggered days and start times.

Request Action:

Please approve the Paratech contract extension for full time Fire/EMS staff at a total cost \$732,293.28

CONTRACT FOR SERVICE

BETWEEN

THE CITY OF ELKHORN

AND

PARATECH AMBULANCE SERVICE INC.



... HELP IS ON THE WAY.

This agreement is entered into between Paratech Ambulance Service, Inc., a Wisconsin Corporation (hereinafter referred to as "PARATECH") and the City of Elkhorn (hereinafter referred to as the "CITY").

WHEREAS, PARATECH is in the business of furnishing personnel for emergency medical service and firefighting: and

WHEREAS, CITY operates a Fire, Rescue and Ambulance Service organized and operating in Walworth County, Wisconsin: and

WHEREAS, the residents of CITY are provided fire protection and emergency medical services; and

WHEREAS, CITY wishes to obtain PARATECH's services for fire and emergency medical services and PARATECH wishes to provide such services;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, the parties hereto have agreed and hereby agree as follows:

1. **TERM:**

The term of this Agreement shall be for a period of one (1) year commencing January 1, 2019, and ending December 31, 2019.

2. **Cancellation :**

Notwithstanding the term set forth in Section 1 in the event that either party desires to cancel the contract, said party must provide 90 days written notice to the other. Upon said cancellation, the consideration described in Section 17, herein, shall be prorated.

3. **PERSONNEL PROVIDED:**

PARATECH shall furnish licensed personnel as assigned to the CITY based on the following:

a. (EMS Staffing \$17.50 per hour)

One (1) AEMT, 24/7/365 ----- Annual Cost \$309,182.64
(This quote is based on the staffing being accomplished by (4) Full-Time personnel 48 hours per week)

(FIRE Staffing \$17.50 per hour)

Seven (7) AEMT/FF1* 40 hrs/week, 8 hours/day and/or 24 hours/day- Annual Cost \$423,110.64
(This quote is based on the staffing being accomplished by (7) Full-Time personnel 40 hours per week. Staff will be assigned to work hours as directed by the Fire Chief.)

*One preferred being Firefighter 2/ Motor Pump Operator (MPO)

Annual Cost: The annual cost is calculated on the highest rate allowed per current wage structure adopted by City of Elkhorn. Billed amount by PARATECH to the CITY will reflect actual staff provided. Hourly rates for staff licensed at the EMT level with additional Fire and/or EMS certifications may be adjusted to reflect the hourly rates established by the City of Elkhorn for part-time, limited term and seasonal employees, NOT TO EXCEED THE HOURLY RATE USED FOR CONTRACT COST CALCULATIONS.

- b. Replacement licensed personnel shall be available in the event of illness, vacation, or other vacancy caused by the absence of the regularly assigned personnel.
- c. PARATECH assigned personnel shall be housed in furnished quarters provided by CITY and have access to all areas assigned by CITY.
- d. PARATECH and CITY will mutually agree upon a job description that outlines each job classification's duties and responsibilities of the PARATECH employee while working for CITY. (See attached job description and duties document.)

4. QUALIFICATIONS OF PERSONNEL:

- a. Licensure as a Wisconsin AEMT (EMT-Basic will be considered),
- b. Minimum Fire Fighter 1 (Fire Fighter Staffing)
- c. Valid Wisconsin Driver's license.
- d. Qualified to drive and operate an ambulance and fire department equipment
- e. On-going continuing education and training. Each EMT-B / AEMT shall continue to meet all education requirements required by all applicable regulatory agencies and EMS System.
- f. CPR and/or Emergency Services instructor certification is desirable.

5. Training:

- a. All PARATECH employees assigned or permitted to work at CITY must meet all education and training requirements of CITY. PARATECH shall provide documentation of training, certifications and qualifications on demand by City.
- b. All contracted personnel must attend specified training as identified by CITY. When pre-approved, attendance will be at the expense of CITY if completed at times other than during scheduled work hours for CITY.

6. PERSONNEL DUTIES AND RESPONSIBILITIES:

- a. All regular and replacement personnel are responsible directly to the Fire Chief or designated officer and an administrative representative of PARATECH. On site of any emergency response provided pursuant to this contract the CITY Fire Chief or his/her designee will have complete control and supervision of the scene.
- b. All regular and replacement personnel serve under the supervision of the Fire Chief or his designated officer(s).
- c. All assigned personnel will abide by all applicable rules and regulations, including, but not limited to those of the United States Department of Transportation, the State of Wisconsin and the Wisconsin Department of Health Services.
- d. In addition to the regular assigned duties, pursuant to the job description, the assigned personnel shall provide such other services as are necessary or requested by the Fire Chief or his designee.

7. ACCEPTANCE OF LICENSED PERSONNEL:

- a. As a courtesy, PARATECH would like to offer to your existing staff the opportunity to be considered for these positions. CITY shall make a recommendation of EMT staff members to PARATECH.
- b. At the option of CITY, each of PARATECH's employees to be assigned to CITY will be interviewed by a representative of CITY prior to his/her assignment to CITY.
- c. CITY shall advise PARATECH of those who meet the CITY's quality requirements for assignment to CITY. CITY shall not unreasonably withhold its consent of a prospective employee. (CITY may have input on final candidates prior to being hired)

8. EQUIPMENT AND UNIFORMS:

- a. All contracted personnel shall be equipped with uniforms as specified by CITY. CITY at no additional cost to PARATECH will supply these uniforms for PARATECH personnel.
- b. CITY shall provide contracted personnel with the necessary safety gear for personal protection while working in hazardous areas or conditions. This equipment shall meet the minimum requirements of NFPA, OSHA and all other requirements applicable to protective clothing.
- c. The CITY shall provide medical supplies, equipment and vehicles necessary for PARATECH to provide the services called for in this Agreement. PARATECH shall be responsible for operating and working with the provided equipment in a safe and careful manner.

9. DISCIPLINARY ACTIONS:

- a. PARATECH shall designate a Contract Liaison. The Contract Liaison will be responsible for the coordination of all PARATECH activities including disciplinary matters and will function as a liaison between PARATECH and CITY. There shall be regular communications between the Contract Liaison and CITY to discuss any issues.
- b. The CITY shall have the right to reject personnel from service for just cause. "Just cause" shall be defined as negligent or willful failure to perform the duties of the position, a breach of the personnel rules plus any other rules of CITY applicable to personnel or for incidents occurring within the system for failure to follow rules, regulations, and procedures.

10. PARATECH RESPONSIBILITY TO LICENSED PERSONNEL:

- a. The assigned personnel are employees of PARATECH and not employees of CITY during contract hours for any purposes.
- b. PARATECH shall have full responsibility and liability for paying wages, all workers' compensation insurance, federal and state tax, and any other obligations, due a PARATECH employee under local, state or federal law.
- c. Licensed personnel will remain for the duration of the contract unless mutually agreed upon between CITY and PARATECH, or the employee terminates employment, or is removed for any violation(s) of safety rules or other rules of conduct applicable to CITY or PARATECH.

11. PARATECH INSURANCE COVERAGE:

- a. As a material condition of this contract, PARATECH shall purchase and maintain the following insurance to cover its operations under this contract. Said insurance shall be provided by insurance companies reasonably acceptable to CITY and licensed to do business in the State of Wisconsin.
 - (1) Comprehensive Automobile Liability Insurance covering all owned, hired, and non-owned vehicles. \$1,000,000 combined single limit plus a \$2,000,000 umbrella.
 - (2) Commercial general liability insurance, for general aggregate coverage, personal injury, fire damage and medical expenses. \$1,000,000 per occurrence; \$3,000,000 aggregate plus a \$2,000,000 umbrella.

- (3) Malpractice and/or professional liability coverage \$1,000,000 per occurrence; \$3,000,000 aggregate plus a \$2,000,000 umbrella.
- (4) Workers Compensation Insurance for its employees in the amounts required by Wisconsin law. \$100,000 per accident/illness; \$500,000 policy limit.
- (5) Copies of such policies shall be available to the CITY on demand.

b. CITY shall be named as an additional insured on all policies required hereunder.

c. PARATECH shall furnish certificates to CITY evidencing satisfaction of the insurance requirement set forth hereunder upon execution of this agreement. These certificates shall provide that 30 days written notice shall be given to CITY before the policies are subject to modification, cancellation or lapse. Further, PARATECH shall itself give written notice to CITY on the event that PARATECH receives notice of modification, cancellation or lapse from any of its respective insurance carriers. If it is determined that any policy or insurance protection required of PARATECH is deficient or not in existence at any time this fact alone shall constitute a breach of the terms of this contract and any other provision notwithstanding the CITY shall be entitled to immediate withdrawal without penalty or proration.

12. COMPLIANCE WITH REGULATIONS

a. CITY and PARATECH shall adhere to all county, state, and federal rules, regulations, codes ordinances, and charters as they may apply to fire protection and emergency services. CITY shall not require PARATECH's employees to perform any act, which is contrary to the aforesaid.

13. CITY'S INSURANCE

- a. CITY agrees to keep in force general liability insurance covering services described and to provide Paratech Ambulance with additional insured status on or before the date of this agreement.
- b. Under this contract, it is understood that the emergency call is the responsibility of the CITY of ELKHORN. Therefore, all medical malpractice and vehicle insurance coverage must originate and be secured by the CITY with PARATECH listed as an additional insured.

14. GOVERNING LAW/SEVERABILITY

- a. The contract shall be interpreted, if necessary, pursuant to the laws and court decisions of the State of Wisconsin. Any legal actions related to this contract, if necessary, shall be conducted in the State of Wisconsin and shall be arbitrated.
- b. If any portion of this contract is found to be unenforceable or illegal, through arbitration, then such portion shall be stricken and rendered null and void and the remainder of the contract shall continue to be in full force and effect.

15. INDEMNIFICATION LANGUAGE

- a. **INDEMNITY AND HOLD HARMLESS. PARATECH** shall indemnify, and hold harmless **CITY**, and its officers and employees from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of any negligent act, error, or omission, of **PARATECH** which causes death, personal injury or property damage to any person or party or which violates the right of any person or party protected by law.

CITY shall indemnify, and hold harmless **PARATECH**, and its officers and employees from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of any negligent act, error, or omission, of **CITY** which causes death, personal injury or property damage to any person or party or which violates the right of any person or party protected by law.

- b. **CITY'S ACTS AND OMISSIONS. Neither CITY nor PARATECH** are responsible for any acts or omissions of the other party or the other party's officers and employees. **CITY** is not responsible for the accuracy of the data provided by **PARATECH** or data obtained or available from public or government records or sources of the public domain.

16. ADMINISTRATION OF THE CONTRACT:

- a. PARATECH shall complete or cause to be completed all necessary reports as required by the State of Wisconsin, federal government, resource hospital, CITY or any other agency requiring information on the ambulance call.
- b. PARATECH and its employees shall comply with HIPAA and shall not divulge to any agency outside those required, except with express consent of CITY and PARATECH.
- c. The CITY contact person shall be the Fire Chief, with a copy of all written communication to be provided to the CITY Administrator.

17. CONSIDERATION (1 YEAR CONTRACT):

- a. EMS STAFFING PERSONNEL –In consideration of the services to be provided by PARATECH to CITY pursuant to the provisions of this agreement, CITY shall pay PARATECH in the amount of **\$309,182.64** which is payable in monthly installments of **\$25,765.22** the amount due to PARATECH shall be paid on the first day of the month commencing January 2019.
- b. FIRE STAFFING PERSONNEL – In consideration of the services to be provided by PARATECH to CITY pursuant to the provisions of this agreement, CITY shall pay PARATECH in the amount of **\$423,110.64** which is payable in monthly installments of **\$35,259.22** the amount due to PARATECH shall be paid on the first day of the month commencing January 2019. The amount owed assumes full-staffing.

CITY shall pay PARATECH for additional personnel hours i.e. Fire Department training requirements during non-scheduled duty hours or exceeding the specified work week (over time) at the per hour rate of one and one half times their wage.

This agreement may be extended upon written approval of CITY and upon the written agreement of PARATECH and CITY. This Agreement shall not automatically renew.

18. Relationship of Parties

It is expressly understood that PARATECH shall at all times operate as an independent contractor and shall not at any time be or operate as the agent or employees of CITY, or as a joint venture with CITY. This contract is not for the benefit of any other party, whether or not referred to herein. A waiver of any breach shall not waive a prior or subsequent breach. All remedies shall be cumulative and pursuit of any one shall not waive any other.

19. Notices

All notices provided for or permitted herein shall be in writing and shall be delivered personally or sent by United States certified or registered mail, postage prepaid, return receipt requested, directed to the parties at the following addresses or to such address as any party shall designate by notice delivered or sent in the above manner.

PARATECH: Lawrence J. Knuth
Paratech Ambulance Service, Inc.
9401 W. Brown Deer Road
Milwaukee, WI 53224

CITY: Attention: Mayor
Howie Reynolds
9 South Broad St.
Elkhorn WI 53121

THIS AGREEMENT, which includes the job description attached hereto, entered into on this _____ day of _____, 2018, represents the entire agreement between PARATECH and CITY relating to the subject matter hereof and there are no other courses of dealing, understandings, agreements, representations or warranties, written or oral, except as set forth herein and this Agreement may only be modified with the written approval of PARATECH and CITY unless otherwise stated herein.

CITY OF ELKHORN

PARATECH AMBULANCE SERVICE

TITLE

TITLE

PRINTED NAME

PRINTED NAME

**CITY OF ELKHORN
COMMON COUNCIL
AGENDA MEMORANDUM**

Meeting Date: December 17, 2018

Agenda Item: Surplus Property

Report Prepared By: Chief Joel Christensen

Summary: The Police Department replaced a 2010 Ford Police Interceptor (2FABP7BV2AX105900) with a current model year Ford Police Interceptor Utility.

The Police Department is requesting that the 2010 Ford Police Interceptor be classified as “Surplus City Property” in order to auction the vehicle.

Fiscal Considerations: No direct out of pocket costs, the Police Department will utilize the services of Wisconsin Surplus Online Auction to dispose of the vehicle.

Operational Considerations: N/A

Recommended Action: Declare the vehicle as surplus property and utilize the services of Wisconsin Surplus Online Auction to auction the aforementioned vehicle.

To: Mayor & Common Council

From: City Administrator

Re: *City/County Facility Use Agreement*

Date: December 14, 2018

As some may be aware, EEDA has been working with Walworth County to allow for the placement of an outdoor ice skating rink in Veteran's Park this winter. Although the County has granted permission to install the rink, said approval is conditioned upon a Certificate of Insurance filed by the applicant (EEDA). This condition created an issue as EEDA has been unable to secure coverage. In order to facilitate the proposed project, the City could stand as the applicant/sponsor agency and execute a Use Agreement with the County, which would allow the City to file the required Certificate of Insurance. This arrangement has been discussed with CVMIC and, in so far as there is a Use Agreement and the City is the applicant/sponsor, coverage under the CVMIC Liability Insurance can be provided. This is essentially the same arrangement that exists between City and EASD whenever city sponsored rec programs are held at District facilities.

The City Atty. has not as yet had opportunity to review the Agreement (copy attached), but his review should be completed prior to the Council meeting. If not, I suggest the Council approve the Agreement subject to the Atty.'s review.

APPLICATION FOR THE USE OF COUNTY-OWNED PROPERTY AND CONTRACT

Recitals

Whereas, Walworth County (“County”) assisted the Elkhorn Economic Development Alliance (“EEDA”) in preparing an application for the use of certain land located in Veterans Park in the City of Elkhorn; and,

Whereas, the purpose of that application was to erect a seasonal, portable ice skating rink (“Ice Rink”) to promote business activity in downtown Elkhorn; and,

Whereas, as a condition of granting approval of the application, the County requires liability insurance; and,

Whereas, the City of Elkhorn (“City”) has agreed to be the Applicant and obtain that cover from its insurer and to be bound by the terms set forth in this application, which shall supersede the application submitted by EEDA.

NOW, THEREFORE, the application for the use of county-owned property and contract as required by Section 16-11 of the Walworth County Code of Ordinances is as follows:

PART 1 – APPLICATION

APPLICANT

Name: City of Elkhorn, a municipal corporation (hereinafter “City”)

Address: 9 S. Broad Street, P.O. Box 920, Elkhorn, WI 53121

Phone: (262) 723-2219

SITE REQUESTED

The north-west corner of Veterans Park set forth in Exhibit A.

EVENT

Erection and maintenance of an Ice Rink, and a portable warming shed.

FACILITY DATES AND HOURS REQUESTED

The Ice Rink is seasonal. It may be set up as soon as permission is granted by the County. It must be taken down when the weather will no longer sustain skating or in no event later than March 15, 2019.

UTILITIES

1. It shall be the responsibility of the City to supply electrical power to the rink (if necessary) and fill the rink with water.
2. The City shall supply one waste container appurtenant to the rink and regularly empty the same.

The undersigned represents that this application is accurate and complete. I understand that inaccurate information is grounds for the County to rescind its permission and be the basis for

the denial of any further applications. The Applicant further understands that it shall be subject to all of the terms set forth in the Contract (Part 2).

Signed: _____
Applicant - City of Elkhorn

Date: _____

PART 2 – CONTRACT

(Sign under “Applicant,” and return to Walworth County Department of Public Works.) If your application is accepted, Walworth County will sign the contract and mail you a copy. **YOU DO NOT HAVE PERMISSION TO USE COUNTY-OWNED PROPERTY UNTIL THE WALWORTH COUNTY DIRECTOR-PUBLIC WORKS (“DIRECTOR”) SIGNS THIS FORM.**

This contract, made this _____ day of _____, _____, by and between Walworth County (hereinafter “County”) and the City of Elkhorn (hereinafter “City”), APPLICANT,

WITNESSETH as follows:

The County agrees to allow the City to use the property described in Exhibit A at the times and hours listed on Part 1 of this application under the rules and regulations set forth in County Ordinances and Administrative Procedures, the terms of this Contract and the rules of the Director.

The City agrees to abide by all rules and regulations formulated by the County for the use of County-owned property; to adhere to all special conditions listed by the County in this contract; to be responsible for the careful use of the facilities described herein; to make good all loss or damage sustained as a result of the activities held or promoted pursuant to this contract; to be responsible for all preparation and reasonable cleanup after use, and special conditions. The City shall be responsible to restore turf that may have been damaged on account of the Ice Rink.

Applicant shall hold harmless, defend and indemnify the County and its employees and officers from and against any and all liability, loss, damage, expense, costs (including without limitation costs, attorney’s fees and fees of litigation) or every nature arising out of, or in connection with, or relating to City’s use and maintenance of the Facility or any part thereof. Such liability, loss, damage, expense and costs shall include, but not be limited to death, personal injury, commercial and Constitutional causes of action. The County shall notify the City of any claim.

The County shall under no circumstances be responsible for any damage that occurs to the Ice Rink, or any portable outbuildings except with respect to damage that occurs solely due to the negligence of the County.

The sale, consumption or possession of alcoholic beverages is prohibited by County ordinances. APPLICANT agrees that it will save and indemnify and hold harmless

WALWORTH COUNTY and its Officials and employees and agents against all liabilities, judgments, costs and expenses, including the claims of any third party which may in any way come against the County by reason of granting this application, or which may in any way result from the actions or inaction of the City, or its members, guests, invitees, employees or other persons or entities under contract with, or acting on behalf of, the City.

The City's event is required to be insured for general liability in the amount of \$1,000,000.00 (One Million Dollars), and WALWORTH COUNTY must be named as an additional insured. A Certificate of Insurance must be filed with WALWORTH COUNTY, not less than 48 hours prior to APPLICANT'S event. FAILURE TO PROVIDE SUCH CERTIFICATE WILL VOID THIS CONTRACT AND CANCEL THE USE OF ANY WALWORTH COUNTY FACILITIES.

The City shall abide by the following special conditions:

- 1. Members of the public shall not be charged a fee to skate on the ice.**
- 2. The rink liner shall be the Nice Rink® Liner #3 Ultra White.**
- 3. Exact placement of the rink shall be coordinated with the Walworth County Department of Public Works and shall be at the discretion of the Director.**
- 4. The City shall call Diggers Hotline (811) BEFORE any signage, tents, structures or supports are staked into the ground.**
- 5. In accordance with Section 66-160(c) of the Walworth County Code of Ordinances, no vehicles or trailers are allowed on the grass or sidewalks. All vehicles should park in designated spots located on the street. No parking is allowed in reserved or other designated or marked spots. Violators can be ticketed or towed per Section 66-163 of the code.**
- 6. An entry and exit point shall be identified by means of cones or a constructed rail system. A bench and tread board (with a liner underneath) should be placed at entry and exit points to assist skaters and minimize damage to the turf. An appropriate containment wall/rail and/or use of available snow to create a sloped 45° degree buffer from wall height down to ground level with all brackets safely covered shall be installed.**
- 7. The City shall cause the rink to be regularly inspected for damage and unsafe conditions and timely perform any maintenance that may be required.**

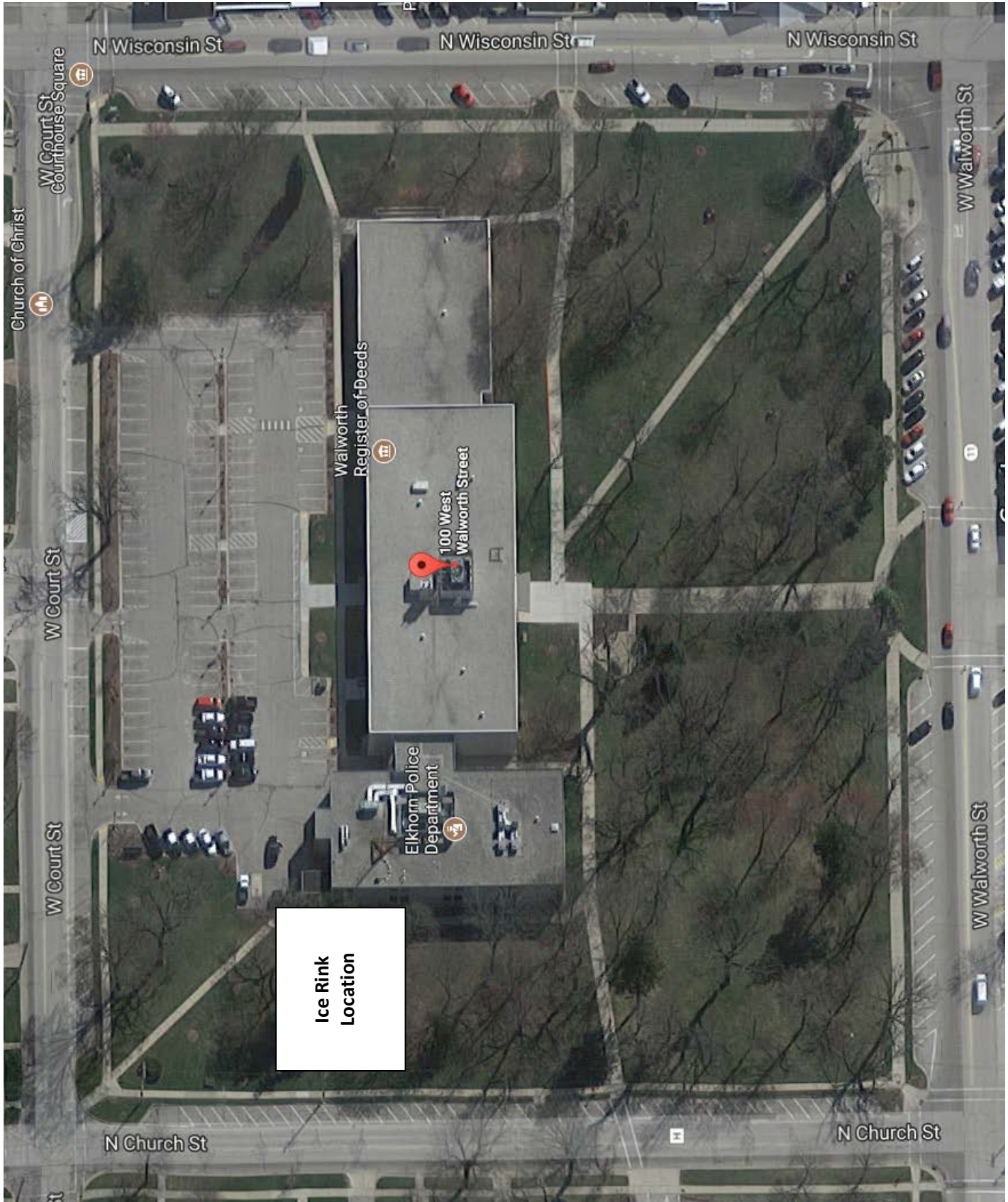
Date

By:
**WALWORTH COUNTY
DIRECTOR – PUBLIC WORKS**

Date

APPLICANT - CITY OF ELKHORN

Exhibit "A"



Ice Rink
Location

Walworth
Register of Deeds

Elkhorn Police
Department

100 West
Walworth Street

W Court St
Courthouse Square

N Wisconsin St

N Wisconsin St

N Wisconsin St

W Walworth St

W Walworth St

N Church St

N Church St

**TASK ORDER NUMBER #11
CIVIL ENGINEERING SERVICES**

This task order is made as of **December 14, 2018**, under the terms and conditions established in the MASTER AGREEMENT FOR ENGINEERING SERVICES, (the Agreement), between the **City of Elkhorn (Owner)** and **Kapur & Associates, Inc. (Engineer)**. This Task Order is made for the following purpose:

Provide civil engineering services for the collection of sanitary sewer pipe, invert, and manhole rim elevation data at locations specified by the City of Elkhorn, and as needed to assist the ongoing sanitary sewer study performed by Strand & Associates. In total, data for 51 sanitary manholes will be collected for the Nettlesheim and Centralia sewer study areas.

Section A. – Scope of Services

Engineer shall perform the following Services:

1. Collect locations in the field, measure down information, and pipe sizes for each specified sanitary manhole.
2. Convey collected data to the City of Elkhorn via Manhole Inspection Forms, or any other format desired, for use in the applicable sanitary sewer studies.
3. Upon completion, all utility data will be transferred to the City GIS system for permanent records.
4. Provide coordination as needed to complete work.

Section B. – Schedule

Engineer shall perform the Scope of Services and deliver the related Documents according a schedule agreed upon between the Owner and Engineer. A preliminary schedule is as follows:

1. Begin data collection during the week of December 17th, 2018, and continue work as needed into 2019.
2. Data to be submitted to the City and transferred to the GIS system once completed.

Section C. – Compensation

In return for the performance of the foregoing obligations, Owner shall pay to Engineer an amount not-to-exceed Seven Thousand Eight Hundred and Ninety Five dollars and no cents (\$7,895) payable according to the following terms:

A not-to-exceed amount based on the rates as listed in Attachment A of the Agreement, plus direct expenses. Cost plus services are limited to an agreed maximum figure unless amended.

Engineer may request a change to the billing hours if scope changes, beyond the control of the Engineer, resulting in an extension of the schedule or necessitates a change in personnel.

Compensation for Additional Services (if any) shall be paid by Owner to Engineer according to the hourly billing rates shown in Attachment A of the Agreement.

IN WITNESS WHEREOF, the Owner and Engineer have executed the Task Order.

Owner: City of Elkhorn

Engineer: Kapur & Associates, Inc.

By: _____

By: Gregory R. Calhoun

Signature: _____

Signature: _____

Title: _____

Title: Project Engineer

Date: _____

Date: _____

TASK ORDER 11

City of Elkhorn Sanitary Sewer Survey Project - Attachment A

CLASSIFICATION	Staff Engineer II		Senior Technician		Project Engineer		Surveyor		GIS Technician		Total Labor	
Average Hourly Wage	\$79.00		\$78.00		\$92.00		\$95.00		\$80.00			
TASK DESCRIPTION	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Nettesheim Sewer Study (19 Manholes)												
Field Survey and Measure Down Collection							19	\$1,805.00			19	\$1,805.00
Preparation & Logging of Data	6	\$474.00			1	\$92.00					7	\$566.00
GIS Data Entry									10	\$800.00	10	\$800.00
											Subtotal	\$3,171.00
Centralia Ave. Sewer Study (32 Manholes)												
Field Survey and Measure Down Collection							32	\$3,040.00			32	\$3,040.00
Preparation & Logging of Data	8	\$632.00			1	\$92.00					9	\$724.00
GIS Data Entry									12	\$960.00	12	\$960.00
											Subtotal	\$4,724.00
TOTALS	14	\$ 1,106.00		\$ -	2	\$ 184.00	51	\$ 4,845.00	22	\$ 1,760.00	89	\$7,895
										Expenses:		
										Project Total:		\$7,895