

Monday, December 9, 2019

Village Board
7:00 PM

McFarland Municipal Center
Community Room

AGENDA

1. CALL TO ORDER.
2. ATTENDANCE/ROLL CALL.
3. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS.
 - a. Public Announcements
 - 1) Notification of non-candidacy - December 27th by 5 p.m.
 - 2) Deadline to submit papers to be on the April 7, 2020 Spring Election Ballot - January 7, 2020 by 5 p.m.
 - b. Public Communications
4. CONSENT AGENDA.
 - a. Motion to approve the minutes of the November 25, 2019 Village Board meeting.
 - b. Motion to approve pre-paid checks #75772-75779 in the amount of \$6,643.37 and current checks #75780-75845 in the amount of \$798,080.71.
 - c. Appointment of Election Inspectors for the 2020-2021 term.
5. PUBLIC APPEARANCES.
 - a. This is an opportunity for members of the public to address the Village Board. Members of the public who wish to address the board should fill out a public comment form and turn into the meeting chairperson. Members of the public may speak during public appearances or during their selected agenda item as they designate on the public comment form. Please adhere to the 3-minute time limit.
6. BUSINESS.
 - a. Communications and Technology Committee (Trustees Brassington & Kryzenske)
Personnel Committee (President Czebotar & Trustee Utter)
 - 1) Discussion and action on a revision to the Organizational Chart for the Communications and Technology Department.
 - 2) Discussion and action regarding the position description and permission to fill the vacancy for the Production Assistant position within the Communications and Technology Department.

- 3) Discussion and action regarding the position description for the Camera Operator position within the Communications and Technology Department.

b. Personnel Committee (President Czebotar & Trustee Utter)

- 1) Discussion and action on selecting HealthyMinds LLC. to provide the employee assistance program to Village employees.
- 2) Discussion and action to create Section 7.01(2) and (3) within the Compensation and Benefits Manual regarding holiday time.
- 3) Discussion and action to revise Section 9.02 within the Compensation and Benefits Manual for vacation time.
- 4) Discussion and action to create Section 16.03(4) within the Personnel Policy Manual regarding minimum call-in pay.

c. Public Works Committee (Trustees Kolk & Adrian)

- 1) Discussion and action on changing the process for selecting a contractor to perform work on the annual street maintenance project.

d. Senior Outreach Services Committee (Trustees Adrian & Lytle)

- 1) Discussion and action regarding the final contract and funding formula for all member communities within the Focal Point.

e. Discussion and action regarding a contract with Dane County for services provided by the Senior Outreach Department.

f. Discussion and action to approve the distribution of a Request for Proposal for architectural services related to the development of a Public Safety Facility.

g. Authority, Board, Commission, and Committee agenda item requests, referrals, and updates.

7. CLOSED SESSION.

a. Discussion and action in order to convene in Closed Session in accordance with Wis. Stats. 19.85(1)(e) to deliberate or negotiate the investment of public funds or other specified public business whenever competitive or bargaining reasons require a closed session, specifically related to the acquisition of property at the following locations:

- 1) 4313 Triangle Street (Tax Increment District #3).
- 2) 5407 Bashford Street (Tax Increment District #4).
- 3) 6004/6006 Johnson Street (located adjacent to Tax Increment District #4).

- b. Discussion and action to convene into Closed Session in accordance with Wis. Stats. 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, specifically regarding a claim for damages to private property at 5019 Timber Lane as a result of a sanitary sewer backup.
- c. Discussion and action to reconvene into Open Session.
- d. Discussion and action regarding the acquisition of property located at 4313 Triangle Street within Tax Increment District #3.
- e. Discussion and action regarding the acquisition of property located at 5407 Bashford Street within Tax Increment District #4.
- f. Discussion and action regarding the acquisition of property located at 6004/6006 Johnson Street adjacent to Tax Increment District #4.
- g. Discussion and action regarding a claim for damages to private property at 5019 Timber Lane as a result of a sanitary sewer backup.

8. ADJOURNMENT.

This meeting notice constitutes an official meeting of the above referenced group and was posted in accordance with all applicable laws related to Open Meetings Law. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals. For additional information or to request this service, contact the McFarland Municipal Center at (608) 838-3153 or cassandra.suettinger@mcfarland.wi.us



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, December 9, 2019

SECTION: Public Announcements & Communications

DEPARTMENT: Administration

CONTACT: Cassandra Suettinger, Village Clerk/Treasurer

AGENDA ITEM: Notification of non-candidacy - December 27th by 5 p.m.

PREVIOUS ACTION:

ISSUE SUMMARY:

Incumbents have until December 27, 2019 at 5 p.m. to declare non-candidacy if they do not intend to run for their seat in the upcoming April 7, 2020 Spring Elections.

Incumbents wishing to file a notification of noncandidacy should contact the Clerk to be provided the proper form. Forms are also available during business hours Monday through Friday.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

None



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, December 9, 2019

SECTION: Public Announcements & Communications

DEPARTMENT: Administration

CONTACT: Cassandra Suettinger, Village Clerk/Treasurer

AGENDA ITEM: Deadline to submit papers to be on the April 7, 2020 Spring Election
Ballot - January 7, 2020 by 5 p.m.

PREVIOUS ACTION:

ISSUE SUMMARY:

Residents may begin circulating nomination papers for the April 7, 2020 Spring Election. Current seats up for election include three Village trustees and the Municipal Judge. Nomination papers must be turned into the Village Clerk/Treasurer by January 7, 2020 at 5 p.m. to be placed on the April 7th ballot.

Village residents should contact the Village Clerk/Treasurer for a candidate handbook, applicable forms, or with any questions they may have in person or via email at cassandra.suettinger@mcfarland.wi.us.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

None

VILLAGE OF MCFARLAND
MCFARLAND MUNICIPAL COURT
December, 2019

Monthly Court Docket

November 12, 2019 – Court Docket – Initial Appearances

42 cases scheduled for Initial appearances (46 citations)

- 4 No Contest or Guilty pleas – Citations adjudicated at Initial Appearance
- 11 Paid prior to Appearance
- 7 Not Guilty pleas - Citations adjudicated or Pretrial scheduled for November 26, 2019
- 19 Default appearances – Scheduled for January 14, 2020 Indigency Hearing
- 1 Rescheduled Court date to November 26, 2019

November 12, 2019 - Juvenile Court – Initial Appearances

3 case scheduled for Initial appearances (5 citations)

- 2 No Contest or Guilty pleas – Citations adjudicated at Initial Appearance
- 0 Paid prior to Appearance
- 1 Not Guilty pleas - Citations adjudicated or Pretrial scheduled for November 26, 2019
- 0 Default appearances – Scheduled for January 14, 2020 Indigency Hearing
- 0 Rescheduled Court date to November 26, 2019
- 2 Review - Monthly progress review

November 19, 2019 – Truancy Court – Initial Appearances

4 case scheduled for Initial appearances (4 citations)

- 4 No Contest or Guilty pleas – Citations adjudicated at Initial Appearance
- 0 Paid prior to Appearance
- 0 Not Guilty pleas - Citations adjudicated or Pretrial scheduled for November 26, 2019
- 0 Default appearances – Scheduled for January 28, 2020 Indigency Hearing
- 0 Rescheduled Court date to December 17, 2019
- 1 Reviews - Monthly progress review

November 26, 2019 – Court Docket – Initial Appearances

33 cases scheduled for Initial appearances (43 citations)

- 3 No Contest or Guilty pleas – Citations adjudicated at Initial Appearance
- 5 Paid prior to Appearance
- 8 Not Guilty pleas - Citations adjudicated or Pretrial scheduled for December 10, 2019
- 16 Default appearances – Scheduled for January 28, 2020 Indigency Hearing
- 1 Rescheduled Court date to December 10, 2019

November 26, 2019 - Juvenile Court – Initial Appearances

2 cases scheduled for Initial appearances (2 citations)

- 2 No Contest or Guilty pleas – Citations adjudicated at Initial Appearance
- 0 Paid prior to Appearance
- 0 Not Guilty pleas - Citations adjudicated or Pretrial scheduled for December 10, 2019
- 0 Default appearances – Scheduled for January 28, 2020 Indigency Hearing
- 0 Rescheduled Court date to December 10, 2019
- 1 Review - Monthly progress review

Court Activities

Monthly Financial Report

The Municipal Court received 86 payments for the month of November, 2019. Total revenue received by the Court was \$12,575.62. The Municipality retained \$8,889.04 in Court revenue, \$962.60 was sent to Dane County and \$2,723.98 was sent to the State.

There were 17 credit card transactions for the month of November. The Court received a total of \$ 1,693.80 in payments from GPS on-line credit card payments.

As of November, 2019, the Municipal Court has received a total of \$3,783.14 in delinquent fines from the Department of Revenue Tax Intercept Program.

As of November, 2019, the Municipal Court has received a total of \$ \$44,055.87 in delinquent fines from the State Debt Collection.

Year to date, \$210,730.98, in forfeitures have been ordered from 1356 citations adjudicated in the Municipal Court. Of that, \$24,727.40 has been converted to classroom education and/or community service hours for juveniles. \$144,895.94 has been collected for 2019 and prior forfeitures.

MCFARLAND POLICE DEPARTMENT



October 2019 Monthly Report

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OCTOBER 2019 MONTHLY REPORT

Introductory Information

As observed on the attached Call Summary Report, the McFarland Police Department logged 651 cases in October. This is compared to 801 cases for the same time period in 2018. Cases of interest for the month were: five intoxicated drivers, three domestic disturbances, four disturbances, eleven juvenile complaints, one burglary, ten thefts, twenty-four traffic accidents, forty-seven EMS assists, and responded to six alarms. Officers also logged 157 traffic incidents/stops during this month.

Cases of interest

10/07/2019 Officers took a report of a missing/runaway juvenile that did not show up at school at the beginning of the day. Officers learned the behavior was unusual so a search was started for the subject. More information was gathered and it was learned the subject may be suicidal. Officers used a CAPMAR response to get more help in the search efforts to include the use of several drones and the Department's UTV. Information releases were put out to the public and the Department received information the subject was sighted on a bicycle in the City of Madison and was heading toward McFarland. The missing juvenile was located on Holscher Road and safely returned home.

10/12/2019 An officer on routine patrol came upon a vehicle parked on the shoulder of US Hwy 51. The officer stopped out with the vehicle and lone occupant. The officer observed there was a flat tire on the vehicle and noticed the driver had the odor of an intoxicating beverage coming from his breath. The driver conducted field sobriety test and probable cause was established to arrest him for operating a motor vehicle while under the influence- 1st offense. During a search of the driver, the officer located a small amount of cocaine and two amphetamine capsules. The driver refused to take an Intoximeter test. The driver was also charged with possession of cocaine and possession of a schedule drug.

10/23/2019 An officer on patrol observed a vehicle that was driving very poorly on US Hwy 51. The vehicle was stopped and the driver was found to be under the influence of something. The driver conducted field sobriety tests and probable cause was established to arrest her for operating a motor vehicle while under the influence. McFarland K9 Boris was used to conduct a "sniff" of the vehicle and a positive alert was made. A search of the vehicle resulted in the recovery of methamphetamine and paraphernalia. Along with the drug possession, the driver was also cited for operating after suspension.

10/26/2019 Officers were dispatched to the 5900 block of Exchange Street for a reported large fight involving 8 to 10 subjects. An officer arrived on scene and observed 2 subjects actively fighting. The officer approached the subjects and ordered them to stop but did not receive compliance. The officer displayed his Taser and gave a command that it would be deployed if they did not stop fighting. The subjects continued fighting and the officer deployed his Taser on one of the subjects. The fight stopped at this time and they were separated. All of the other combatants had fled prior to the officer's arrival. The officers conducted their investigation and eventually charged one subject with substantial battery. The subject was taken to the Dane County Jail. The injured subject was treated by McFarland EMS and released.

Staffing Report

- We are once again operating at full staffing levels, with the exception of the Clerk III position.
- Our Police Clerk III recruitment continues. We will be interviewing five more candidates in early November. If that proves unsuccessful, we will likely re-post the recruitment and start over with new candidates.
- I have been advised of at least one retirement that will take place in 2020.

Budget Report

- Our situation with staffing shortages relating to injured officers, as well as a couple of recent major investigations continues to put us over budget as compared to where we should be in terms of overtime expenditures. We will continue to monitor this as the year progresses.

Training Report

- All officers attended their last in-service session for 2019. Firearms training was conducted along with rapid deployment training. The training was held at the Dane County Range.
- Officer Jake Towns and Officer Anthony Craft attended SET (Special Events Team) training with the Dane County Sheriff's Office. The training was focused on specific skills and team coordination for deployment at Freak Fest in Madison on October 26th.

Other Information

- Officer Grady is currently working with Ring on bringing their Law Enforcement Partnership Program to McFarland. The Ring devices have become very popular in our area, and the partnership would allow greater information and intelligence sharing opportunities between our department and the community.
- Officer Zietsma continues to work with DAIS on the creation of a partnered soft interview room at our PD.
- Our Annual Department Awards Ceremony will take place on Monday, November 25th at the beginning of the regular Village Board meeting, 7:00 pm.
- The CAPMAR Subcommittee (Capitol Area Police Mutual Aid Response) is currently working on updating the CAPMAR incident response cards for all Dane County police agencies. This is a relatively large undertaking, and will take several weeks at least to complete.



Incident Analysis Report

Summary By Incident Type

McFarland Police Department
Official Case Report
Do Not Re-Release

Print Date/Time: 11/05/2019 16:15
Login ID: mcbgr
Incident Type: All
Call Source: All

From Date: 10/01/2019 00:00
To Date: 10/31/2019 23:59

McFarland Police Department
ORI Number: WI0137300

Officer ID: All
Location: All

Incident Type	Number of Incidents
911 Abandoned Call	4
911 Call Playing w/Telephone	1
911 Call Silent	7
911 Call Unintentional	21
911 Disconnect	1
911 Misdial Call	3
Accident Hit and Run	5
Accident Mv/Deer	2
Accident Private Property	1
Accident Property Damage	10
Accident Unknown Injuries	1
Accident w/Injuries	5
Adult Arrested Person	4
Alarm	6
Animal Bite	1
Animal Complaint/Disturbance	1
Animal Found	2
Animal Lost	2
Animal Stray	4
Assist Citizen	30
Assist EMS/Fire	47
Assist K9	5
Assist Police	33
ATL Person	3
Burglary Residential	1
Check Person	30
Check Property	102
Civil Dispute	1
Damage to Property	4
Disturbance	3
Disturbance Unwanted Person	1
Domestic Disturbance	3
Drug Incident/Investigation	5
Follow-Up	14
Foot Patrol	4
Fraud	6
Information	17
Juvenile Arrest	8



Incident Analysis Report Summary By Incident Type

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From Date: 10/01/2019 00:00
To Date: 10/31/2019 23:59

McFarland Police Department
ORI Number: WI0137300

Officer ID: All
Location: All

Incident Type	Number of Incidents
Juvenile Complaint	3
Missing Adult	3
Missing Juvenile/Runaway	1
Neighbor Trouble	1
NOTE	1
OMVWI Arrest/Intoxicated Driver	5
Parking Complaint On Street	20
Phone	9
Preserve the Peace	2
Property Found	3
Property Lost	2
Repo	2
Safety Hazard	10
Serving Legal Papers	1
Sexual Assault of a Child	1
Special Event	3
Stolen Auto	1
Suspicious Person	4
Suspicious Vehicle	7
Theft	6
Theft from Auto	1
Theft Retail	3
Threats Complaint	5
Traffic Complaint/Investigation	33
Traffic Incident	2
Traffic Stop	122
Unknown	1
Weapons Offense	1
Total:	651



McFarland Fire & Rescue Department

5915 Milwaukee Street • PO Box 110 • McFarland, WI 53558-0110
(608) 838-3278 • Fax: (608) 838-3619

Emergency: 911

December 2019 Fire & Rescue Department Report For November 2019 Activity

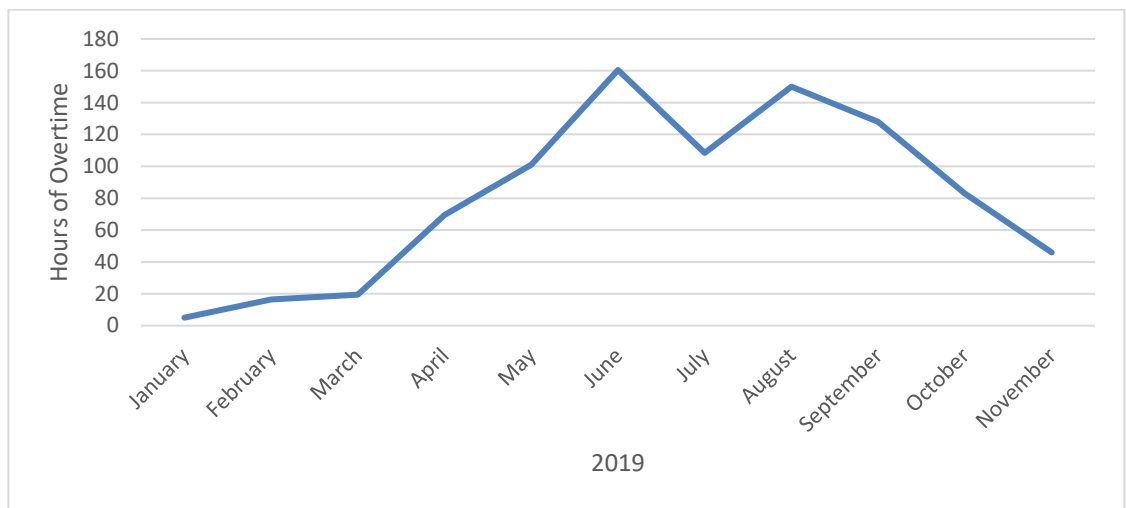
- **General**

- We performed an inspection on the new ambulance. The truck is progressing well. We have a scheduled delivery of December 12. We have the truck scheduled for the power cot loader to be removed from the 2008 ambulance and installed in the new ambulance on December 16. We have radio installer scheduled for December 18. We are planning to begin stocking the truck on the 19th and possibly in-service as a back-up ambulance before Christmas as we will be without a back-up effective the 16th.
- We assisted with the Badger Honor Flight attendance for Past Fire Chief, Richard Reiter. We escorted Chief Reiter to the Village limits early on November 3rd. Later that evening we provided him a ride from the Airport home with an escort from the Village limits to his home again. We were honored to make the once in a lifetime event for Chief Reiter even more memorable.
- We have placed on order an initial group of portable radios to make the 2019 capital purchases as directed by the Village Board during the budget review meetings. The membership is excited to be receiving a higher quality radio they can trust during emergency situations.

- **Staffing**

- Current Staffing Levels
 - Fulltime Fire Rescue Chief – 1
 - Administrative Captain – 1
 - Fulltime Fire Inspector/Public Education Specialist – 1
 - Fulltime EMTs – 4 (1 Vacant)
 - Fulltime Confidential Administrative Assistant - 1

- Paid-On-Call – 51 (14 EMTs(1 on military leave), 16 Firefighters (2 Active Retired), 10 EMR/Firefighter (1 on medical), & 9 EMT/Firefighters(1 on medical leave and 1 on military leave)
- Total Staffing Level – 58
- We have received a resignation from EMT Erin Campbell. Erin has been working for two additional departments as a paramedic on a part-time basis and was being hired for a third. She was no longer able to make the commitments for McFarland as the other positions offered more pay, so she determined resignation was best. We wish the best in her future and hope the full-time position she is looking for comes sooner than later, as she plans to return then.
- We are continuing to have increased overtime, but have a decline from the previous months. We may return to a higher level in December as fulltime staff use paid-time off during December for the year.



- We currently have an individual in the background process for the fulltime EMT position. Background and physical screening averages 4-6 weeks and with Holidays, we are hoping for a January 6, 2020 start.

<u>Inspection/Prevention Activity</u>	<u>Completed</u>	<u>Year to Date Total</u>
Building Inspections	114	655
Fire Code Violations Identified	32	349
Corrections Noted	15	92
Plan Reviews	0	19
Acceptance Inspections/Test	4	34

- **Training Activities**

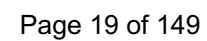
- We were able to complete some hands on structural firefighting training at the house on the eastside property owned by the Village. For the medical training, we had SSM, our medical direction team, provide training on long bone fractures and pain management. We also provided an overview of the upcoming protocols being drafted by SSM. We were also able to perform some hands on training with auto extrication, thanks to University Towing.
- **Apparatus & Equipment**
 - No major repairs or maintenance was required during November.

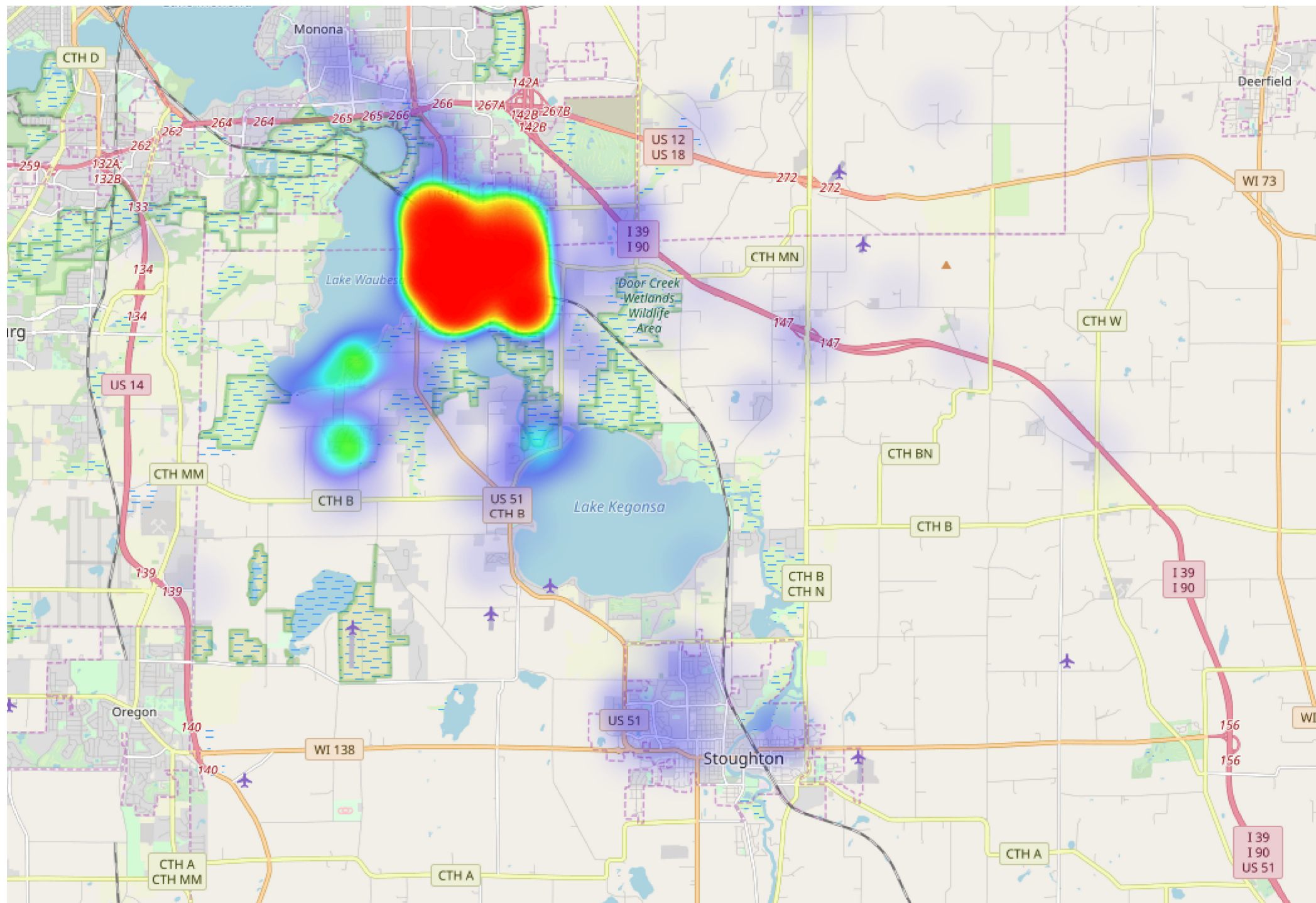
Ambulance Runs By Dispatch Reason

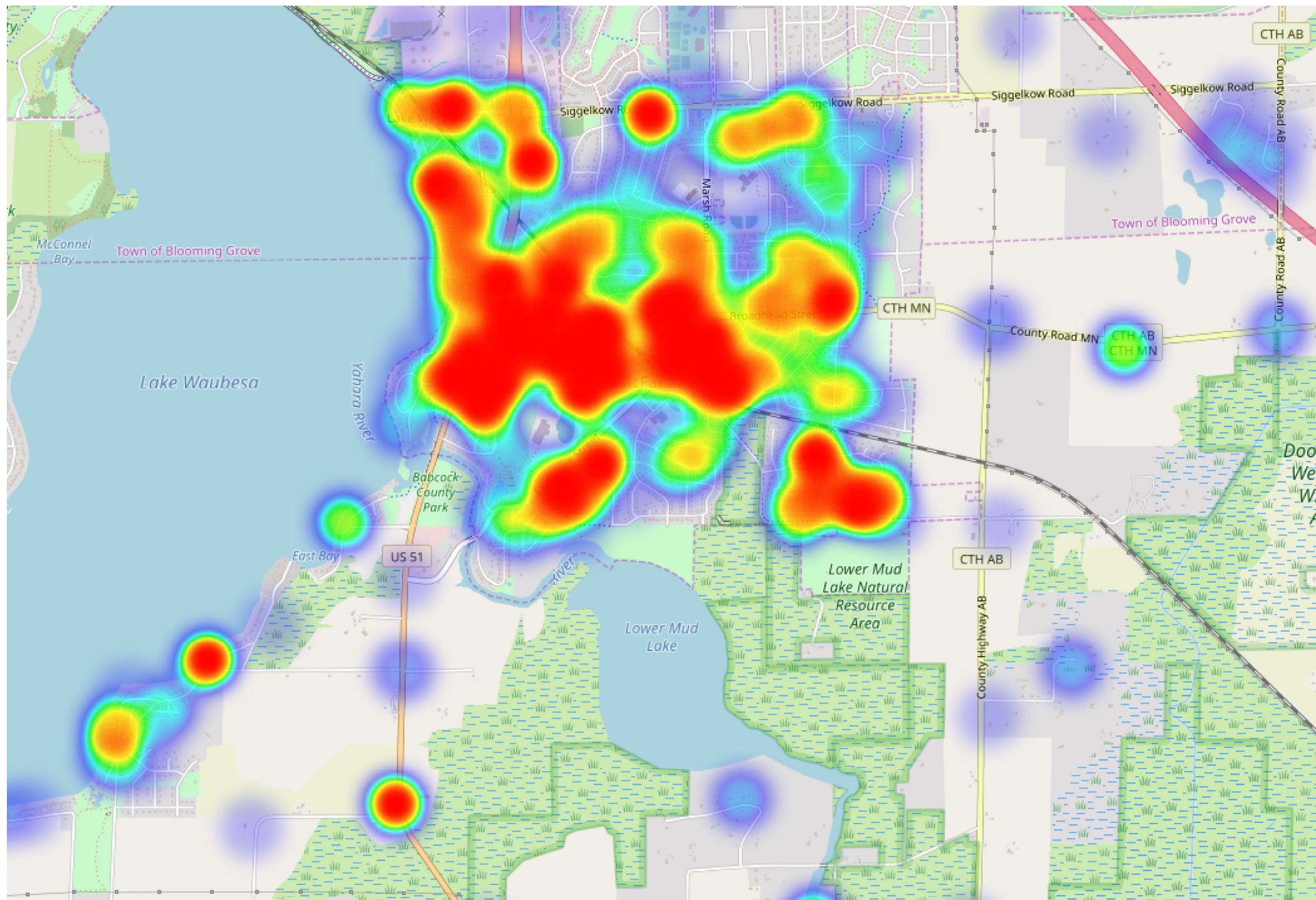
Incident Complaint Reported By Dispatch	11/01/2019 - 11/30/2019		11/01/2018 - 11/30/2018	
Abdominal Pain/Problems	4	5.33%	2	3.92%
Allergic Reaction/Stings	0	0.00%	0	0.00%
Animal Bite	0	0.00%	0	0.00%
Assault	3	4.00%	1	1.96%
Automated Crash Notification	0	0.00%	0	0.00%
Back Pain (Non-Traumatic)	1	1.33%	2	3.92%
Breathing Problem	5	6.67%	6	11.76%
Burns/Explosion	0	0.00%	0	0.00%
Carbon Monoxide/Hazmat/Inhalation/CBRN	0	0.00%	1	1.96%
Cardiac Arrest/Death	1	1.33%	0	0.00%
Chest Pain (Non-Traumatic)	1	1.33%	1	1.96%
Choking	2	2.67%	0	0.00%
Convulsions/Seizure	1	1.33%	1	1.96%
Diabetic Problem	3	4.00%	2	3.92%
Drowning/Diving/SCUBA Accident	0	0.00%	0	0.00%
Electrocution/Lightning	0	0.00%	0	0.00%
Eye Problem/Injury	0	0.00%	0	0.00%
Falls	15	20.00%	15	29.41%
Fire	2	2.67%	5	9.80%
Headache	0	0.00%	0	0.00%
Heart Problems/AICD	1	1.33%	0	0.00%
Heat/Cold Exposure	0	0.00%	0	0.00%
Hemorrhage/Laceration	2	2.67%	1	1.96%
Industrial Accident/Inaccessible Incident/Other Entrapments (Non-Vehicle)	0	0.00%	0	0.00%
Medical Alarm	0	0.00%	0	0.00%
No Other Appropriate Choice	1	1.33%	1	1.96%
Overdose/Poisoning/Ingestion	1	1.33%	0	0.00%
Pregnancy/Childbirth/Miscarriage	0	0.00%	0	0.00%
Psychiatric Problem/Abnormal Behavior/Suicide Attempt	1	1.33%	0	0.00%
Sick Person	12	16.00%	9	17.65%
Stab/Gunshot Wound/Penetrating Trauma	0	0.00%	1	1.96%
Standby	1	1.33%	0	0.00%
Stroke/CVA	1	1.33%	2	3.92%
Traffic/Transportation Incident	5	6.67%	0	0.00%
Transfer/Interfacility/Palliative Care	1	1.33%	0	0.00%
Traumatic Injury	1	1.33%	0	0.00%
Unconscious/Fainting/Near-Fainting	9	12.00%	1	1.96%
Unknown Problem/Person Down	1	1.33%	0	0.00%
Total	75		51	

Ambulance Runs By Dispatch Reason

Incident Complaint Reported By Dispatch	01/01/2019 - 11/30/2019		01/01/2018 - 11/30/2018	
Abdominal Pain/Problems	16	2.05%	14	1.77%
Allergic Reaction/Stings	4	0.51%	7	0.88%
Animal Bite	0	0.00%	0	0.00%
Assault	8	1.02%	6	0.76%
Automated Crash Notification	1	0.13%	0	0.00%
Back Pain (Non-Traumatic)	13	1.66%	13	1.64%
Breathing Problem	52	6.66%	51	6.44%
Burns/Explosion	1	0.13%	1	0.13%
Carbon Monoxide/Hazmat/Inhalation/CBRN	8	1.02%	15	1.89%
Cardiac Arrest/Death	10	1.28%	9	1.14%
Chest Pain (Non-Traumatic)	47	6.02%	19	2.40%
Choking	10	1.28%	5	0.63%
Convulsions/Seizure	16	2.05%	18	2.27%
Diabetic Problem	15	1.92%	13	1.64%
Drowning/Diving/SCUBA Accident	3	0.38%	0	0.00%
Electrocution/Lightning	0	0.00%	0	0.00%
Eye Problem/Injury	0	0.00%	1	0.13%
Falls	152	19.46%	140	17.68%
Fire	32	4.10%	58	7.32%
Headache	3	0.38%	3	0.38%
Heart Problems/AICD	18	2.30%	17	2.15%
Heat/Cold Exposure	1	0.13%	0	0.00%
Hemorrhage/Laceration	22	2.82%	22	2.78%
Industrial Accident/Inaccessible Incident/Other Entrapments (Non-Vehicle)	0	0.00%	1	0.13%
Medical Alarm	0	0.00%	2	0.25%
No Other Appropriate Choice	5	0.64%	13	1.64%
Overdose/Poisoning/Ingestion	16	2.05%	12	1.52%
Pregnancy/Childbirth/Miscarriage	0	0.00%	1	0.13%
Psychiatric Problem/Abnormal Behavior/Suicide Attempt	14	1.79%	5	0.63%
Sick Person	103	13.19%	108	13.64%
Stab/Gunshot Wound/Penetrating Trauma	0	0.00%	2	0.25%
Standby	4	0.51%	10	1.26%
Stroke/CVA	19	2.43%	16	2.02%
Traffic/Transportation Incident	62	7.94%	115	14.52%
Transfer/Interfacility/Palliative Care	4	0.51%	3	0.38%
Traumatic Injury	22	2.82%	8	1.01%
Unconscious/Fainting/Near-Fainting	92	11.78%	81	10.23%
Unknown Problem/Person Down	8	1.02%	3	0.38%
Total	781		792	







McFarland Fire Dept.

Fire Incident Type Period Comparisons

Alarm Date Between {11/01/2019} and {11/30/2019}

Incident Type	11/01/2019	11/01/2018	11/01/2017	11/01/2016
	to 11/30/2019	to 11/30/2018	to 11/30/2017	to 11/30/2016
112 Fires in structure other than in a building	0	1	0	0
113 Cooking fire, confined to container	1	0	0	1
131 Passenger vehicle fire	2	0	0	0
141 Forest, woods or wildland fire	0	0	0	2
311 Medical assist, assist EMS crew	10	5	10	6
322 Motor vehicle accident with injuries	0	0	5	4
323 Motor vehicle/pedestrian accident (MV Ped)	0	1	0	0
324 Motor Vehicle Accident with no injuries	0	0	0	1
353 Removal of victim(s) from stalled elevator	0	1	0	0
400 Hazardous condition, Other	0	1	0	0
412 Gas leak (natural gas or LPG)	1	1	0	2
421 Chemical hazard (no spill or leak)	0	1	0	0
424 Carbon monoxide incident	1	0	0	1
442 Overheated motor	1	0	0	0
463 Vehicle accident, general cleanup	0	0	1	0
511 Lock-out	0	1	0	1
520 Water problem, Other	0	0	1	0
551 Assist police or other governmental agency	0	1	0	0
552 Police matter	1	0	0	0
561 Unauthorized burning	1	0	0	1
611 Dispatched & cancelled en route	5	5	5	6
652 Steam, vapor, fog or dust thought to be smoke	0	0	1	0
671 HazMat release investigation w/no HazMat	1	1	0	0
700 False alarm or false call, Other	0	0	0	1
733 Smoke detector activation due to malfunction	1	0	0	0
735 Alarm system sounded due to malfunction	0	1	0	1
736 CO detector activation due to malfunction	0	0	1	0
743 Smoke detector activation, no fire - unintentional	0	1	1	0
745 Alarm system activation, no fire - unintentional	1	3	0	1
746 Carbon monoxide detector activation, no CO	0	0	0	1
Totals	26	24	25	29

McFarland Fire Dept.

Fire Incident Type Period Comparisons

Alarm Date Between {01/01/2019} and {11/30/2019}

Incident Type	01/01/2019	01/01/2018	01/01/2017	01/01/2016
	to 11/30/2019	to 11/30/2018	to 11/30/2017	to 11/30/2016
111 Building fire	16	13	8	10
112 Fires in structure other than in a building	0	2	1	0
113 Cooking fire, confined to container	4	2	6	2
115 Incinerator overload or malfunction, fire confined	1	0	0	0
116 Fuel burner/boiler malfunction, fire confined	0	0	0	1
118 Trash or rubbish fire, contained	0	0	1	0
130 Mobile property (vehicle) fire, Other	0	0	0	1
131 Passenger vehicle fire	2	2	2	2
132 Road freight or transport vehicle fire	2	0	0	2
134 Water vehicle fire	0	0	1	1
138 Off-road vehicle or heavy equipment fire	0	1	1	0
140 Natural vegetation fire, Other	0	1	1	0
141 Forest, woods or wildland fire	0	1	1	2
142 Brush or brush-and-grass mixture fire	1	1	2	2
150 Outside rubbish fire, Other	0	1	0	0
151 Outside rubbish, trash or waste fire	2	0	0	1
154 Dumpster or other outside trash receptacle fire	1	0	3	0
160 Special outside fire, Other	0	1	0	0
161 Outside storage fire	0	0	1	0
162 Outside equipment fire	1	0	0	0
171 Cultivated grain or crop fire	0	1	0	1
223 Air or gas rupture of pressure or process vessel	1	0	0	0
251 Excessive heat, scorch burns with no ignition	0	0	1	0
300 Rescue, EMS incident, other	1	0	0	1
311 Medical assist, assist EMS crew	129	95	116	80
322 Motor vehicle accident with injuries	22	23	19	20
323 Motor vehicle/pedestrian accident (MV Ped)	0	3	0	1
324 Motor Vehicle Accident with no injuries	5	10	3	4
331 Lock-in (if lock out , use 511)	1	0	3	1
341 Search for person on land	2	0	2	0
342 Search for person in water	1	0	0	0
350 Extrication, rescue, Other	0	0	2	1
351 Extrication of victim(s) from building/structure	1	0	0	0
352 Extrication of victim(s) from vehicle	1	0	2	0
353 Removal of victim(s) from stalled elevator	0	3	1	1
357 Extrication of victim(s) from machinery	0	1	0	0
361 Swimming/recreational water areas rescue	1	0	0	0
363 Swift water rescue	1	1	0	0
365 Watercraft rescue	1	1	1	2
381 Rescue or EMS standby	0	0	1	0
400 Hazardous condition, Other	0	1	0	1
411 Gasoline or other flammable liquid spill	2	4	3	0
412 Gas leak (natural gas or LPG)	9	6	4	7
413 Oil or other combustible liquid spill	2	0	2	0
420 Toxic condition, Other	0	1	0	0

McFarland Fire Dept.

Fire Incident Type Period Comparisons

Alarm Date Between {01/01/2019} and {11/30/2019}

Incident Type	01/01/2019	01/01/2018	01/01/2017	01/01/2016
	to 11/30/2019	to 11/30/2018	to 11/30/2017	to 11/30/2016
440 Electrical wiring/equipment problem, Other	0	1	7	1
441 Heat from short circuit (wiring), defective/worn	0	1	0	0
442 Overheated motor	1	1	0	0
443 Breakdown of light ballast	1	0	0	1
444 Power line down	2	3	4	4
445 Arcing, shorted electrical equipment	6	2	6	1
451 Biological hazard, confirmed or suspected	0	0	1	0
461 Building or structure weakened or collapsed	1	0	0	0
463 Vehicle accident, general cleanup	3	5	11	1
500 Service Call, other	0	1	0	3
510 Person in distress, Other	0	1	1	1
511 Lock-out	1	1	0	2
520 Water problem, Other	0	0	4	1
521 Water evacuation	1	0	0	0
522 Water or steam leak	2	1	2	1
531 Smoke or odor removal	0	2	1	0
542 Animal rescue	0	0	1	0
550 Public service assistance, Other	1	0	1	0
551 Assist police or other governmental agency	3	1	2	0
552 Police matter	1	0	0	1
553 Public service	5	1	0	1
561 Unauthorized burning	1	3	1	1
571 Cover assignment, standby, moveup	11	4	1	0
600 Good intent call, Other	0	3	10	1
611 Dispatched & cancelled en route	46	54	58	44
621 Wrong location	1	0	0	0
622 No Incident found on arrival at dispatch address	4	1	2	4
631 Authorized controlled burning	7	10	2	3
632 Prescribed fire	0	0	0	1
650 Steam, Other gas mistaken for smoke, Other	0	0	1	0
651 Smoke scare, odor of smoke	4	6	3	1
652 Steam, vapor, fog or dust thought to be smoke	0	0	2	1
653 Smoke from barbecue, tar kettle	0	0	2	0
661 EMS call, party transported by non-fire agency	0	0	1	0
671 HazMat release investigation w/no HazMat	3	6	1	0
672 Biological hazard investigation	0	0	0	1
700 False alarm or false call, Other	0	2	1	3
710 Malicious, mischievous false call, Other	0	1	0	1
711 Municipal alarm system, malicious false alarm	1	0	0	0
713 Telephone, malicious false alarm	1	0	0	0
714 Central station, malicious false alarm	1	3	0	1
715 Local alarm system, malicious false alarm	1	0	0	0
731 Sprinkler activation due to malfunction	4	3	0	0
733 Smoke detector activation due to malfunction	15	3	0	5
735 Alarm system sounded due to malfunction	8	7	8	4

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McFarland Fire Dept.
Fire Incident Type Period Comparisons
Alarm Date Between {01/01/2019} and {11/30/2019}

Incident Type	01/01/2019	01/01/2018	01/01/2017	01/01/2016
	to	to	to	to
	11/30/2019	11/30/2018	11/30/2017	11/30/2016
743 Smoke detector activation, no fire - unintentional	3	4	6	1
744 Detector activation, no fire - unintentional	3	1	0	1
745 Alarm system activation, no fire - unintentional	8	14	15	9
746 Carbon monoxide detector activation, no CO	9	6	4	3
812 Flood assessment	0	1	0	1
814 Lightning strike (no fire)	0	1	0	0
815 Severe weather or natural disaster standby	0	2	2	0
900 Special type of incident, Other	0	1	0	2
Totals	383	344	363	259

VILLAGE OF MCFARLAND

Village Board Minutes

Monday, November 25, 2019 - 7:00 PM

1. CALL TO ORDER.

Village President Czebotar called the regular meeting of the McFarland Village Board to order at 7:00 pm in the Community Room of the McFarland Municipal Center.

2. ATTENDANCE/ROLL CALL.

Members present: Brad Czebotar, Jerry Adrian, Stephanie Brassington, Dan Kolk, Mary Pat Lytle, Eric Kryzenske, Clair Utter

Members not present: None

Staff Present: Village Administrator Matt Schuenke, Village Clerk/Treasurer Cassandra Suettinger, Community Development Andrew Bremer, Library Director Heidi Cox, and Fire & Rescue Chief Chris Dennis.

3. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS.

a. Public Announcements

1) Presentation of service awards to members of the Police Department.

Chief Sherven presented the following service awards to officers:

Community Service Awards - Officer Jason Onken, Sergeant Joe Maurer, and Officer Joel Zietsma

Life Saving Medal - Officer Jacob Towns, Officer Bryan Wallace, Officer Sydney Peterson, and Officer Jason Onken.

Above and Beyond Medal - Lieutenant Brian Redman

Commendations - Officer Anthony Craft, Officer Jason Onken, Officer Sydney Peterson, and Officer Bruce Grady.

Years of Service Awards -

Lieutenant Brian Redman - 25-year award

Officer Joel Zietsma - 5-year award

- 2) Presentation of service awards to members of the Fire and Rescue Department.
Chief Dennis presented the following life-savi awards for members of the Fire & Rescue Department:

Becky Blanke (two awards received for two separate incidents)
Brian Molenaar
Brian Olson (two awards received for two separate incidents)
Davin Blazek
Danielle Bartz
Mitchell Covert
Mark Emmrich
Nicholas Tuma
Paul Vind
Ross Williams - (two awards received for two separate incidents)
Sam Nepple
Harlan Hettrick
John Venturino

b. Public Communications

- 1) December 1, 2019 - Residents may begin circulating nomination papers for the April 7, 2019 Spring Local Election.

4. CONSENT AGENDA.

- a. Motion to approve the minutes of the November 7, 2019 Village Board special meeting.
- b. Motion to approve the minutes of the November 11, 2019 Village Board meeting.
- c. Motion to approve an Event Permit application from the McFarland Chamber of Commerce for the Christmas in the Village event to be held December 7, 2019 with the conditions provided in Chief Sherven's letter dated November 19, 2019.
- d. Motion to approve pre-paid checks #75679-75688 in the amount of \$7,808.41 and current checks #75689-75771 in the amount of \$354,861.15.
Motion by Village President Brad Czebatar, second by Village Trustee Mary Pat Lytle, to approve the consent agenda as ame Motion carries 7 - 0 - 0 by acclamation.

5. PUBLIC APPEARANCES.

- a. This is an opportunity for members of the public to address the Village Board. Members of the public who wish to address the board should fill out a public comment form and turn into the meeting chairperson. Members of the public may speak during public appearances or during their selected agenda item as they designate on the public comment form. Please adhere to the 3-minute time limit.

None.

6. PUBLIC HEARING.

- a. On the proposed budget for the year 2020 and establishing the 2019 payable in 2020 property tax levy for the Village of McFarland.

President Brad Czebotar opened the public hearing at 7:29 p.m. With no residents wishing to speak, President Brad Czebotar closed the public hearing at 7:29 p.m.

7. BUSINESS.

- a. Discussion and action on Ordinance 2019-24: an ordinance approving the budget for the year 2020 and establishing the 2019 payable in 2020 property tax levy for the Village of McFarland.

Motion by Village President Brad Czebotar, second by Village Trustee Stephanie Brassington, to approve Ordinance 2019-24: an ordinance approving the budget for the year 2020 and establishing the 2019 payable in 2020 property tax levy for the Village of McFarland. Motion carries 6 - 1 - 0 by acclamation with Trustee Clair Utter voting nay.

- b. Discussion and action to approve an offer to purchase with MSP Real Estate Inc. for the property located at 4900 Larson Beach Road.

Motion by Village Trustee Dan Kolk, second by Village Trustee Stephanie Brassington, to approve an offer to purchase with MSP Real Estate Inc. for the property located at 4900 Larson Beach Road with the conditions noted. Motion carries 6 - 1 - 0 by acclamation with Trustee Clair Utter voting nay.

- c. Plan Commission (President Czebotar & Trustee Kolk)

- 1) Discussion and action regarding Ordinance 2019-21: an ordinance to rezone property at 4845 Taylor Road and 4900 Larson Beach Road from Commercial Highway (C-H) to Planned Development Infill - General Implementation Plan (PDI-GIP) as requested by MSP Real Estate Inc.

Motion by Village President Brad Czebotar, second by Village Trustee Dan Kolk, to approve Ordinance 2019-21: an ordinance to rezone property at 4845 Taylor Road and 4900 Larson Beach Road from Commercial Highway (C-H) to Planned Development Infill - General Implementation Plan (PDI-GIP) as requested by MSP Real Estate Inc with the following conditions:

1. Approval of one access driveway onto Taylor Road as depicted on the General Implementation Plan.
2. Revision of the site plan to include the building setback distance from the property line along Taylor Road.

Motion carries 5 - 2 - 0 by acclamation with Trustee Clair Utter and Trustee Eric Kryzenske voting nay.

- 2) Discussion and action regarding Ordinance 2019-23: an ordinance authorizing the annexation of lands included in the Lighfoot et al annexation petition #14264, from the Town of Cottage Grove and the Town of Pleasant Springs, to the Village of McFarland.

Motion by Village President Brad Czebotar, second by Village Trustee Dan Kolk, to approve Ordinance 2019-23: an ordinance authorizing the annexation of lands included in the Lighfoot et al annexation petition #14264, from the Town of Cottage Grove and the Town of Pleasant Springs, to the Village of McFarland. Motion carries 6 - 1 - 0 by acclamation with Trustee Clair Utter voting nay.

- d. Public Works Committee (Trustees Kolk & Adrian)

- 1) Discussion and action regarding a proposal for architectural services related to the design and bidding of improvements to the Public Works Facility.

Motion by Village Trustee Jerry Adrian, second by Village Trustee Dan Kolk, to approve a proposal for architectural services related to the design and bidding of improvements to the Public Works Facility. Motion carries 7 - 0 - 0 by acclamation.

- e. Discussion and action regarding a proposal to exchange property with the McFarland School District.

Motion by Village Trustee Jerry Adrian, second by Village Trustee Dan Kolk, to approve a proposal to exchange property with the McFarland School District. Motion carries 6 - 1 - 0 by acclamation with Trustee Clair Utter voting nay.

- f. Discussion and action regarding Ordinance 2019-25: an ordinance to update animal licensing fees and zoning fees within the Fee Schedule in Appendix A of the Code of Ordinances.

Motion by Village President Brad Czebotar, second by Village Trustee Mary Pat Lytle, to approve Ordinance 2019-25: an ordinance to update animal licensing fees and zoning fees within the Fee Schedule in Appendix A of the Code of Ordinances. Motion carries 7 - 0 - 0 by acclamation.

g. Authority, Board, Commission, and Committee agenda item requests, referrals, and updates.

None.

8. ADJOURNMENT.

Motion by Village Trustee Stephanie Brassington, second by Village Trustee Dan Kolk, to adjourn at 8:01 p.m.

Pursuant to law, written notice of this meeting was given to the public and posted on the public bulletin boards in accordance with Open Meetings Law.

Respectfully submitted,
Cassandra Suettinger
Clerk/Treasurer

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
11/19	11/25/2019	75772	759	POSTMASTER	UTILITY BILLS	112519	1	600-53610-311-000	130.32
11/19	11/25/2019	75772	759	POSTMASTER	UTILITY BILLS	112519	2	600-53710-311-000	130.32
11/19	11/25/2019	75772	759	POSTMASTER	UTILITY BILLS	112519	3	605-53440-311-000	130.31
Total 75772:									390.95
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	PUBLIC WORKS FACILITY	112119	1	100-53000-220-000	826.44
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	WATER TOWER - HOLSCHER	112119	2	600-53716-220-000	15.69
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	WATER TOWER - BURMA	112119	3	600-53716-220-000	55.59
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	WELL #1	112119	4	600-53716-220-000	395.16
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	WELL #3	112119	5	600-53716-220-000	1,044.28
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	WELL #1	112119	6	600-53615-220-000	49.84
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	WELL #3	112119	7	600-53716-340-000	44.24
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	WELL #4	112119	8	600-53716-220-000	29.58
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	LIFT #1	112119	9	600-53615-220-000	99.60
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	LIFT #2	112119	10	600-53615-220-000	145.61
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	LIFT #3	112119	11	600-53615-220-000	62.90
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	LIFT #5	112119	12	600-53615-220-000	184.87
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	BRANDT PARK	112119	13	100-55200-220-000	21.47
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	LEWIS PARK SHELTER	112119	14	100-55200-220-000	168.02
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	FLOWER CORNER	112119	15	100-55200-220-000	16.22
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	GAZEBO	112119	16	100-55200-220-000	48.70
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	MCDANIEL	112119	17	100-55200-220-000	18.50
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	CEDAR GLADE AERATOR	112119	18	605-53440-242-000	64.69
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	STREET LIGHTING (2)	112119	19	100-53000-291-000	333.34
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	TRAFFIC FLASHERS - BASHFORD	112119	20	100-53000-291-000	16.47
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	TRAFFIC FLASHERS - FARWELL (1)	112119	21	100-53000-291-000	16.36
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	TRAFFIC FLASHERS - FARWELL (2)	112119	22	100-53000-291-000	16.47
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	TRAFFIC FLASHERS - CREAMERY	112119	23	100-53000-291-000	16.47
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	SIRENS - TERMINAL/VILLAGE	112119	24	100-51600-220-000	26.65
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	4719 FARWELL - AREA 3	112119	25	315-56700-242-000	47.72
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	4719 FARWELL - AREA 4	112119	26	315-56700-242-000	110.05
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	4719 FARWELL - SUITE 3	112119	27	315-56700-242-000	16.12
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	4719 FARWELL - SUITE 5	112119	28	315-56700-242-000	16.47
11/19	11/27/2019	75776	30	ALLIANT ENERGY/WP&L	4719 FARWELL - SUITE 4	112119	29	315-56700-242-000	16.70

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 75776:									3,924.22
11/19	11/27/2019	75777	114	BP	PW FUEL	5727658021	1	600-53615-341-000	13.86
11/19	11/27/2019	75777	114	BP	PW FUEL	5727658021	2	600-53710-341-000	27.73
11/19	11/27/2019	75777	114	BP	PW FUEL	5727658021	3	600-53616-341-000	27.73
11/19	11/27/2019	75777	114	BP	PW FUEL	5727658021	4	600-53718-341-000	13.86
11/19	11/27/2019	75777	114	BP	PW FUEL	5727658021	5	605-53440-341-000	41.59
11/19	11/27/2019	75777	114	BP	PW FUEL	5727658021	6	100-53000-341-000	152.52
Total 75777:									277.29
11/19	11/27/2019	75778	1921	FRONTIER	PW PHONE	111619	1	600-53610-310-000	265.39
11/19	11/27/2019	75778	1921	FRONTIER	PW PHONE	111619	2	600-53710-310-000	265.39
11/19	11/27/2019	75778	1921	FRONTIER	PW PHONE	111619	3	605-53440-340-000	132.68
11/19	11/27/2019	75778	1921	FRONTIER	PW PHONE	111619	4	100-53000-221-000	50.21
11/19	11/27/2019	75778	1921	FRONTIER	ADMIN PHONE	111619	5	100-51420-221-000	50.21
11/19	11/27/2019	75778	1921	FRONTIER	FIRE/EMS PHONE	111619	6	100-52200-221-000	50.21
11/19	11/27/2019	75778	1921	FRONTIER	OUTREACH PHONE	111619	7	100-54600-221-000	50.21
11/19	11/27/2019	75778	1921	FRONTIER	CD PHONE	111619	8	100-52400-221-000	50.21
11/19	11/27/2019	75778	1921	FRONTIER	PD PHONE	111619	9	100-52100-221-000	50.21
11/19	11/27/2019	75778	1921	FRONTIER	COMM TECH PHONE	111619	10	200-55600-221-000	50.21
Total 75778:									1,014.93
11/19	11/27/2019	75779	442	HOMETOWN NEWS LIMITED PA	OUTLOOK INSERTS	419604	1	100-51100-210-000	140.00
11/19	11/27/2019	75779	442	HOMETOWN NEWS LIMITED PA	OUTLOOK INSERTS	419604	2	600-53610-321-000	14.00
11/19	11/27/2019	75779	442	HOMETOWN NEWS LIMITED PA	OUTLOOK INSERTS	419604	3	600-53710-321-000	14.00
11/19	11/27/2019	75779	442	HOMETOWN NEWS LIMITED PA	OUTLOOK INSERTS	419604	4	605-53440-321-000	56.00
11/19	11/27/2019	75779	442	HOMETOWN NEWS LIMITED PA	OUTLOOK INSERTS	419604	5	610-53620-321-000	57.00
Total 75779:									281.00
12/19	12/06/2019	75780	10	ARAMARK	MATS	1640932376	1	205-55110-242-000	41.65
Total 75780:									41.65
12/19	12/06/2019	75781	17187	B&H PHOTO	PRODUCTION EQUIPMENT	164475139	1	200-55600-342-000	926.22

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 75781:									926.22
12/19	12/06/2019	75782	68	BADGER WELDING SUPP INC	BADGER WELDING - OXYGEN	3561212	1	100-52200-340-000	48.45
Total 75782:									48.45
12/19	12/06/2019	75783	74	BAKER & TAYLOR BOOKS	JUVENILE BOOKS	2034925439	1	205-55110-344-000	116.24
12/19	12/06/2019	75783	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	2034932520	1	205-55110-344-000	364.00
12/19	12/06/2019	75783	74	BAKER & TAYLOR BOOKS	ADULT BOOKS	2034941445	1	205-55110-344-000	902.47
Total 75783:									1,382.71
12/19	12/06/2019	75784	16285	BATTERIES & BULBS	SHORING TRAILER LIGHTS	P21040343	1	100-53000-340-000	7.65
12/19	12/06/2019	75784	16285	BATTERIES & BULBS	SHORING TRAILER LIGHTS	P21040343	2	600-53716-340-000	2.08
12/19	12/06/2019	75784	16285	BATTERIES & BULBS	SHORING TRAILER LIGHTS	P21040343	3	600-53616-340-000	2.08
12/19	12/06/2019	75784	16285	BATTERIES & BULBS	SHORING TRAILER LIGHTS	P21040343	4	605-53440-340-000	2.09
Total 75784:									13.90
12/19	12/06/2019	75785	1256	BOUND TREE MEDICAL, LLC	EMS - SUPPLIES	83425887	1	100-52200-340-000	121.74
12/19	12/06/2019	75785	1256	BOUND TREE MEDICAL, LLC	EMS - SUPPLIES	83425888	1	100-52200-340-000	317.43
Total 75785:									439.17
12/19	12/06/2019	75786	2277	BRANDT, STEVE	STEEL TOE BOOTS	SB112019	1	100-53000-340-000	152.44
Total 75786:									152.44
12/19	12/06/2019	75787	16961	CAPITAL COFFEE LLC	COFFEE	144393	1	100-52100-330-000	59.95
Total 75787:									59.95
12/19	12/06/2019	75788	16680	CARDMEMBER SERVICE	SCHUENKE	MSB112019	1	100-1624	1,187.62
12/19	12/06/2019	75788	16680	CARDMEMBER SERVICE	MILLER	MSB112019	2	100-1624	353.78
12/19	12/06/2019	75788	16680	CARDMEMBER SERVICE	DENNIS	MSB112019	3	100-1624	1,684.83
12/19	12/06/2019	75788	16680	CARDMEMBER SERVICE	REITER	MSB112019	4	100-1624	212.25
12/19	12/06/2019	75788	16680	CARDMEMBER SERVICE	COX	MSB112019	5	100-1624	3,329.11
12/19	12/06/2019	75788	16680	CARDMEMBER SERVICE	KENT	MSB112019	6	100-1624	616.98

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
12/19	12/06/2019	75788	16680	CARDMEMBER SERVICE	REDMAN	MSB112019	7	100-1624	206.44
12/19	12/06/2019	75788	16680	CARDMEMBER SERVICE	JACOBSEN	MSB112019	8	100-1624	398.00
12/19	12/06/2019	75788	16680	CARDMEMBER SERVICE	HESSLING	MSB112019	9	100-1624	910.29
12/19	12/06/2019	75788	16680	CARDMEMBER SERVICE	ANDERSEN	MSB112019	10	100-1624	1,660.63
12/19	12/06/2019	75788	16680	CARDMEMBER SERVICE	MOTL	MSB112019	11	100-1624	258.40
12/19	12/06/2019	75788	16680	CARDMEMBER SERVICE	JOB	MSB112019	12	100-1624	138.47
12/19	12/06/2019	75788	16680	CARDMEMBER SERVICE	REIMER	MSB112019	13	100-1624	343.38
12/19	12/06/2019	75788	16680	CARDMEMBER SERVICE	SUETTINGER	MSB112019	14	100-1624	786.09
12/19	12/06/2019	75788	16680	CARDMEMBER SERVICE	SHERVEN	MSB112019	15	100-1624	239.99
12/19	12/06/2019	75788	16680	CARDMEMBER SERVICE	SEYMOUR	MSB112019	16	100-1624	521.66
12/19	12/06/2019	75788	16680	CARDMEMBER SERVICE	IRWIN	MSB112019	17	100-1624	76.45
12/19	12/06/2019	75788	16680	CARDMEMBER SERVICE	BREMER	MSB112019	18	100-1624	9.00
12/19	12/06/2019	75788	16680	CARDMEMBER SERVICE	ENGLER	MSB112019	19	100-1624	1,120.50
12/19	12/06/2019	75788	16680	CARDMEMBER SERVICE	LARSON	MSB112019	20	100-1624	2,388.98
Total 75788:									16,442.85
12/19	12/06/2019	75789	1909	CATERPILLAR FINANCIAL SERV	LOADER LEASE	20405086	1	400-57310-811-102	796.50
12/19	12/06/2019	75789	1909	CATERPILLAR FINANCIAL SERV	LOADER LEASE	20405086	2	600-53612-390-000	278.78
12/19	12/06/2019	75789	1909	CATERPILLAR FINANCIAL SERV	LOADER LEASE	20405086	3	600-53712-390-000	278.78
12/19	12/06/2019	75789	1909	CATERPILLAR FINANCIAL SERV	LOADER LEASE	20405086	4	605-53440-240-000	238.94
Total 75789:									1,593.00
12/19	12/06/2019	75790	158	CHARTER COMMUNICATIONS	ADMIN INTERNET	00118251121	1	100-51420-221-000	142.97
12/19	12/06/2019	75790	158	CHARTER COMMUNICATIONS	CABLE INTERNET	00118251121	2	200-55600-221-000	145.04
12/19	12/06/2019	75790	158	CHARTER COMMUNICATIONS	FIRE/EMS INTERNET	00118251121	3	100-52200-221-000	117.00
12/19	12/06/2019	75790	158	CHARTER COMMUNICATIONS	PD INTERNET	00118251121	4	100-52100-221-000	36.00
Total 75790:									441.01
12/19	12/06/2019	75791	161	CHASE LUMBER AND FUEL INC	PARKS - HOCKEY BOARDS	0003/200059	1	100-55200-340-000	253.52
12/19	12/06/2019	75791	161	CHASE LUMBER AND FUEL INC	PARKS - HOCKEY BOARDS	0003/200059	1	100-55200-340-000	25.19
12/19	12/06/2019	75791	161	CHASE LUMBER AND FUEL INC	PW SUPPLIES	0003/200060	1	605-53440-340-000	2.64
12/19	12/06/2019	75791	161	CHASE LUMBER AND FUEL INC	PW SUPPLIES	0003/200060	2	600-53616-340-000	2.64
12/19	12/06/2019	75791	161	CHASE LUMBER AND FUEL INC	PW SUPPLIES	0003/200060	3	600-53716-340-000	2.64
12/19	12/06/2019	75791	161	CHASE LUMBER AND FUEL INC	PW SUPPLIES	0003/200060	4	100-53000-340-000	9.65
12/19	12/06/2019	75791	161	CHASE LUMBER AND FUEL INC	PARKS - HOCKEY BOARDS	0003/200060	1	100-55200-340-000	37.96

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 75791:									334.24
12/19	12/06/2019	75792	247	DANE CO TREASURER	DOG LICENSE SETTLEMENT	113019	1	100-2433	171.25
Total 75792:									171.25
12/19	12/06/2019	75793	261	DECKER SUPPLY CO INC	SHOP SUPPLIES	908228	1	605-53440-340-000	91.88
12/19	12/06/2019	75793	261	DECKER SUPPLY CO INC	SHOP SUPPLIES	908228	2	600-53716-340-000	91.87
12/19	12/06/2019	75793	261	DECKER SUPPLY CO INC	SHOP SUPPLIES	908228	3	600-53616-340-000	91.87
12/19	12/06/2019	75793	261	DECKER SUPPLY CO INC	SHOP SUPPLIES	908228	4	100-53000-340-000	336.88
12/19	12/06/2019	75793	261	DECKER SUPPLY CO INC	SHOP SUPPLIES	908229	1	605-53440-340-000	9.11
12/19	12/06/2019	75793	261	DECKER SUPPLY CO INC	SHOP SUPPLIES	908229	2	600-53716-340-000	9.11
12/19	12/06/2019	75793	261	DECKER SUPPLY CO INC	SHOP SUPPLIES	908229	3	600-53616-340-000	9.11
12/19	12/06/2019	75793	261	DECKER SUPPLY CO INC	SHOP SUPPLIES	908229	4	100-53000-340-000	33.42
Total 75793:									673.25
12/19	12/06/2019	75794	11014	DEERFIELD PISTOL & ARCHER	UNIFORM ALLOWANCE - STATZ	50295	1	100-52100-142-000	45.90
Total 75794:									45.90
12/19	12/06/2019	75795	267	DEMCO INC	LIBRARY SPECIALIZED SUPPLIES	6723992	1	205-55110-310-000	316.55
Total 75795:									316.55
12/19	12/06/2019	75796	17045	DETROIT SALT COMPANY	ROAD SALT	S120-01410	1	100-53000-370-000	8,518.41
Total 75796:									8,518.41
12/19	12/06/2019	75797	341	ENVIRONMENT CONTROL	MC CLEANING	12399-613	1	100-51600-210-000	1,457.00
Total 75797:									1,457.00
12/19	12/06/2019	75798	366	FOREMOST PROMOTIONS	FIRE PREVENTION MATERIALS	493488	1	100-52200-391-000	265.30
Total 75798:									265.30
12/19	12/06/2019	75799	17092	GENERAL ENGINEERING COMP	BUILDING INSPECTION SERVICES	09	1	100-52400-211-000	8,522.50

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 75799:									8,522.50
12/19	12/06/2019	75800	16897	GERBER LEISURE PRODUCTS,	PARK EQUIPMENT	6203	1	100-55200-340-000	365.00
Total 75800:									365.00
12/19	12/06/2019	75801	408	GRAINGER INC	PARK SUPPLIES	9361537120	1	100-55200-340-000	16.74
Total 75801:									16.74
12/19	12/06/2019	75802	17228	HEALTHYMINDS, LLC	MENTAL HEALTH PROGRAM	HM000362	1	100-52100-331-000	100.00
Total 75802:									100.00
12/19	12/06/2019	75803	1694	HEARTLAND LITHO	UTILITY BILLS	65426	1	605-53440-340-000	67.51
12/19	12/06/2019	75803	1694	HEARTLAND LITHO	UTILITY BILLS	65426	2	600-53710-310-000	67.51
12/19	12/06/2019	75803	1694	HEARTLAND LITHO	UTILITY BILLS	65426	3	600-53610-310-000	67.51
Total 75803:									202.53
12/19	12/06/2019	75804	16232	HESSLING, JAMES	PLOW MEAL	JH111119-UP	1	100-53000-340-000	6.00
Total 75804:									6.00
12/19	12/06/2019	75805	442	HOMETOWN NEWS LIMITED PA	PLAN PUBLIC HEARING - 2019-19 OUTDOOR	4184-103119	1	100-51100-321-000	65.14
12/19	12/06/2019	75805	442	HOMETOWN NEWS LIMITED PA	PLAN PUBLIC HEARING - 2019-18 ALLEN	4184-103119	2	100-51100-321-000	40.46
12/19	12/06/2019	75805	442	HOMETOWN NEWS LIMITED PA	PLAN PUBLIC HEARING - TEMP CUP GOBEN	4184-103119	3	100-51100-321-000	46.66
12/19	12/06/2019	75805	442	HOMETOWN NEWS LIMITED PA	PLAN PUBLIC HEARING - CSM SMITH	4184-103119	4	100-51100-321-000	25.81
12/19	12/06/2019	75805	442	HOMETOWN NEWS LIMITED PA	PLAN PUBLIC HEARING - 2019-21 MSP REAL	4184-103119	5	100-51100-321-000	55.45
12/19	12/06/2019	75805	442	HOMETOWN NEWS LIMITED PA	VILLAGE BOARD MINUTES	4184-103119	6	100-51100-321-000	205.53
Total 75805:									439.05
12/19	12/06/2019	75806	452	HYDRITE CHEMICAL	WATER CHEMICALS	02307969	1	600-53717-340-000	675.12
Total 75806:									675.12
12/19	12/06/2019	75807	464	INSTY PRINTS - MONONA	OFFICE SUPPLIES - ENVELOPES/FORMS	215250	1	100-52100-310-000	262.83

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 75807:									262.83
12/19	12/06/2019	75808	17229	JAMAR TECHNOLOGIES, INC	RADAR RECORDER KIT AND EXTENDED WA	0048149	1	400-57210-813-101	4,529.00
Total 75808:									4,529.00
12/19	12/06/2019	75809	476	JEFFERSON FIRE & SAFETY IN	THERMAL CAMERA	IN112609	1	100-52200-340-000	3,594.00
12/19	12/06/2019	75809	476	JEFFERSON FIRE & SAFETY IN	BUNKER BOOT	IN112664	1	100-52200-343-000	299.00
Total 75809:									3,893.00
12/19	12/06/2019	75810	2070	KKS PROPERTY	COMMON AREA MAINT. FORMER LIB	2019-12	1	100-51600-242-000	400.00
Total 75810:									400.00
12/19	12/06/2019	75811	555	LINE-X OF MADISON INC	FLOORLINERS	20791	1	605-53440-241-000	17.25
12/19	12/06/2019	75811	555	LINE-X OF MADISON INC	FLOORLINERS	20791	2	600-53616-241-000	17.25
12/19	12/06/2019	75811	555	LINE-X OF MADISON INC	FLOORLINERS	20791	3	600-53718-241-000	17.25
12/19	12/06/2019	75811	555	LINE-X OF MADISON INC	FLOORLINERS	20791	4	100-53000-241-000	63.25
Total 75811:									115.00
12/19	12/06/2019	75812	560	L-R METER TEST & REPAIR	TESTING LARGE METERS	4516	1	600-53718-822-103	1,986.20
Total 75812:									1,986.20
12/19	12/06/2019	75813	17206	MADRELL EXCAVATING	2019 STREET & UTILITY IMP - MC148	12062019	1	400-57310-821-000	543,844.93
Total 75813:									543,844.93
12/19	12/06/2019	75814	16782	MADISON EMERGENCY PHYSI	MEDICAL DIRECTION	MCFARLAN	1	100-52200-211-000	700.00
Total 75814:									700.00
12/19	12/06/2019	75815	581	MADISON TRUCK EQUIPMENT I	TRUCK PARTS	11-90134	1	100-53000-241-000	103.67
12/19	12/06/2019	75815	581	MADISON TRUCK EQUIPMENT I	TRUCK PARTS	11-90134	2	600-53718-241-000	28.28
12/19	12/06/2019	75815	581	MADISON TRUCK EQUIPMENT I	TRUCK PARTS	11-90134	3	600-53616-241-000	28.28
12/19	12/06/2019	75815	581	MADISON TRUCK EQUIPMENT I	TRUCK PARTS	11-90134	4	605-53440-241-000	28.27

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
12/19	12/06/2019	75815	581	MADISON TRUCK EQUIPMENT I	PLOW PARTS	11-90241	1	100-53000-241-000	86.52
12/19	12/06/2019	75815	581	MADISON TRUCK EQUIPMENT I	PLOW PARTS	11-90241	2	600-53718-241-000	23.60
12/19	12/06/2019	75815	581	MADISON TRUCK EQUIPMENT I	PLOW PARTS	11-90241	3	600-53616-241-000	23.60
12/19	12/06/2019	75815	581	MADISON TRUCK EQUIPMENT I	PLOW PARTS	11-90241	4	605-53440-241-000	23.60
Total 75815:									345.82
12/19	12/06/2019	75816	2285	MADISON WINDOW CLEANING	WINDOW CLEANING	101735	1	205-55110-210-000	2,319.03
Total 75816:									2,319.03
12/19	12/06/2019	75817	603	MCFARLAND CHAMBER OF CO	ROOM TAX DISBURSEMENT	113019	1	100-51100-790-000	1,198.75
Total 75817:									1,198.75
12/19	12/06/2019	75818	634	MENARDS - MONONA	PARK SUPPLIES	83079	1	100-55200-340-000	211.05
12/19	12/06/2019	75818	634	MENARDS - MONONA	PARK SUPPLIES	83218	1	100-55200-340-000	19.20
12/19	12/06/2019	75818	634	MENARDS - MONONA	MC EMERGENCY LIGHTS	83497	1	100-51600-242-000	16.52
12/19	12/06/2019	75818	634	MENARDS - MONONA	MC EMERGENCY LIGHTS	83497	2	600-53716-242-000	4.49
12/19	12/06/2019	75818	634	MENARDS - MONONA	MC EMERGENCY LIGHTS	83497	3	600-53616-242-000	4.49
12/19	12/06/2019	75818	634	MENARDS - MONONA	MC EMERGENCY LIGHTS	83497	4	605-53440-242-000	4.49
12/19	12/06/2019	75818	634	MENARDS - MONONA	PARK SUPPLIES-CHRISTMAS LIGHTS	83714	1	100-55200-340-000	141.77
Total 75818:									402.01
12/19	12/06/2019	75819	2058	MICROMARKETING LLC	ADULT AUDIO BOOKS	794069	1	205-55110-345-000	607.88
Total 75819:									607.88
12/19	12/06/2019	75820	4	MIDDLETON FORD	M2 MAINTENANCE	145107	1	100-52100-241-000	112.92
Total 75820:									112.92
12/19	12/06/2019	75821	687	MUNICIPAL CODE CORPORATI	CODIFICATION SERVICES	00336712	1	100-51300-211-000	650.00
12/19	12/06/2019	75821	687	MUNICIPAL CODE CORPORATI	CODIFICATION SERVICES	00337007	1	100-51300-211-000	275.00
Total 75821:									925.00
12/19	12/06/2019	75822	1896	NAPA AUTO PARTS	SHOP TOOL	687480	1	605-53440-340-000	9.39

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
12/19	12/06/2019	75822	1896	NAPA AUTO PARTS	SHOP TOOL	687480	2	600-53616-340-000	9.39
12/19	12/06/2019	75822	1896	NAPA AUTO PARTS	SHOP TOOL	687480	3	600-53716-340-000	9.39
12/19	12/06/2019	75822	1896	NAPA AUTO PARTS	SHOP TOOL	687480	4	100-53000-340-000	34.49
12/19	12/06/2019	75822	1896	NAPA AUTO PARTS	VEHICLE PARTS	693310	1	605-53440-241-000	35.28
12/19	12/06/2019	75822	1896	NAPA AUTO PARTS	VEHICLE PARTS	693310	2	600-53616-241-000	35.28
12/19	12/06/2019	75822	1896	NAPA AUTO PARTS	VEHICLE PARTS	693310	3	600-53718-241-000	35.28
12/19	12/06/2019	75822	1896	NAPA AUTO PARTS	VEHICLE PARTS	693310	4	100-53000-241-000	129.34
12/19	12/06/2019	75822	1896	NAPA AUTO PARTS	VEHICLE PARTS	693315	1	100-52400-241-000	23.60
12/19	12/06/2019	75822	1896	NAPA AUTO PARTS	VEHICLE PARTS	693584	1	605-53440-241-000	3.00-
12/19	12/06/2019	75822	1896	NAPA AUTO PARTS	VEHICLE PARTS	693584	2	600-53616-241-000	3.00-
12/19	12/06/2019	75822	1896	NAPA AUTO PARTS	VEHICLE PARTS	693584	3	600-53718-241-000	3.00-
12/19	12/06/2019	75822	1896	NAPA AUTO PARTS	VEHICLE PARTS	693584	4	100-53000-241-000	11.00-
12/19	12/06/2019	75822	1896	NAPA AUTO PARTS	FILTERS	693586	1	100-52100-241-000	13.72
Total 75822:									315.16
12/19	12/06/2019	75823	705	NFPA	NFPA CODES	7622729Y	1	100-52200-320-000	1,575.00
Total 75823:									1,575.00
12/19	12/06/2019	75824	16984	NORTH CENTRAL UTILITY OF	TRUCK PARTS	558580	1	100-53000-241-000	106.34
12/19	12/06/2019	75824	16984	NORTH CENTRAL UTILITY OF	TRUCK PARTS	558580	2	600-53718-241-000	29.00
12/19	12/06/2019	75824	16984	NORTH CENTRAL UTILITY OF	TRUCK PARTS	558580	3	600-53616-241-000	29.00
12/19	12/06/2019	75824	16984	NORTH CENTRAL UTILITY OF	TRUCK PARTS	558580	4	605-53440-241-000	29.00
Total 75824:									193.34
12/19	12/06/2019	75825	14226	OLSON, BRIAN	MENARDS - BROOM FOR E1	BO112619	1	100-52200-340-000	33.69
Total 75825:									33.69
12/19	12/06/2019	75826	9151	PAGE PRODUCTION	SENIOR NEWS	19-19	1	100-54600-321-000	565.00
Total 75826:									565.00
12/19	12/06/2019	75827	16661	PAYNE & DOLAN, INC.	STREETS	30905501	1	100-53000-370-000	2,178.10
12/19	12/06/2019	75827	16661	PAYNE & DOLAN, INC.	WATER MAIN REPAIRS	30905501	2	600-53718-822-101	2,178.10
12/19	12/06/2019	75827	16661	PAYNE & DOLAN, INC.	WATER VALVES	30905501	3	600-53718-822-102	2,178.10
12/19	12/06/2019	75827	16661	PAYNE & DOLAN, INC.	STORMSEWER	30905501	4	605-53440-340-000	2,178.10

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 75827:									8,712.40
12/19	12/06/2019	75828	2066	PELLITTERI WASTE SYSTEMS	RECYCLING SERVICE	908463	1	610-53620-213-000	13,926.10
12/19	12/06/2019	75828	2066	PELLITTERI WASTE SYSTEMS	TRASH SERVICE	908463	2	610-53620-212-000	20,692.55
Total 75828:									34,618.65
12/19	12/06/2019	75829	756	POMP'S TIRE SERVICE INC	COMMUNITY DEVELOPMENT TIRES	80201539	1	100-52400-241-000	508.76
Total 75829:									508.76
12/19	12/06/2019	75830	797	REINDERS INC	MUNICIPAL CENTER ICE MELT	2274128-00	1	100-51600-340-000	415.61
12/19	12/06/2019	75830	797	REINDERS INC	LIBRARY SIDEWALK ICE MELT	2274128-00	2	205-55110-242-000	415.60
12/19	12/06/2019	75830	797	REINDERS INC	PUBLIC WORKS ICE MELT	2274128-00	3	100-53000-340-000	415.61
12/19	12/06/2019	75830	797	REINDERS INC	PUBLIC WORKS SHOP	2274128-00	4	100-53000-340-000	33.54
12/19	12/06/2019	75830	797	REINDERS INC	PUBLIC WORKS SHOP	2274128-00	5	600-53716-340-000	9.15
12/19	12/06/2019	75830	797	REINDERS INC	PUBLIC WORKS SHOP	2274128-00	6	600-53616-340-000	9.15
12/19	12/06/2019	75830	797	REINDERS INC	PUBLIC WORKS SHOP	2274128-00	7	605-53440-340-000	9.15
Total 75830:									1,307.81
12/19	12/06/2019	75831	800	RELIANT FIRE APPARATUS INC	FD VEHICLE MAINT	CC000004	1	100-52200-241-000	137.03-
12/19	12/06/2019	75831	800	RELIANT FIRE APPARATUS INC	EMBLEM FLAG	CI000958	1	400-57220-812-104	121.27
12/19	12/06/2019	75831	800	RELIANT FIRE APPARATUS INC	E2 SIIDE DOOR MECHANISM	WI000200	1	100-52200-241-000	60.38
Total 75831:									44.62
12/19	12/06/2019	75832	802	RENNERT'S FIRE EQUIP SRV IN	E1 REPAIRS	41532-ACTU	1	100-52200-241-000	424.65
Total 75832:									424.65
12/19	12/06/2019	75833	9137	RICOH USA INC	COPIER FEE	32682844	1	100-52100-240-000	184.59
Total 75833:									184.59
12/19	12/06/2019	75834	16268	SCHROECKENTHALER, MATTH	TRAINING MEAL	MS111719	1	100-52100-331-000	7.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 75834:									7.00
12/19	12/06/2019	75835	17231	SCOTT'S CONSTRUCTION INC	2019 STREET & UTILITY IMP-MC148	12062019	1	400-57310-820-101	140,794.65
Total 75835:									140,794.65
12/19	12/06/2019	75836	2110	SECOND TO NONE INC	GANNON BUILDING CLEANING	NOV2019	1	315-56700-242-000	360.00
Total 75836:									360.00
12/19	12/06/2019	75837	1462	TASC	ADMIN FEES	IN1646565	1	100-51540-514-000	131.58
Total 75837:									131.58
12/19	12/06/2019	75838	16993	TIMBERLINE GENERAL CONTR	GANNON PROPERTY EXPENSES	933	1	315-56700-242-000	510.00
Total 75838:									510.00
12/19	12/06/2019	75839	1246	TOTAL WATER TREATMENT SY	MC SOFTNER SALT	112719	1	600-53710-210-000	5.71
12/19	12/06/2019	75839	1246	TOTAL WATER TREATMENT SY	MC SOFTNER SALT	112719	2	100-51600-340-000	20.92
12/19	12/06/2019	75839	1246	TOTAL WATER TREATMENT SY	MC SOFTNER SALT	112719	3	600-53610-210-000	5.71
12/19	12/06/2019	75839	1246	TOTAL WATER TREATMENT SY	MC SOFTNER SALT	112719	4	605-53440-210-000	5.71
Total 75839:									38.05
12/19	12/06/2019	75840	9140	TRITECH FORENSICS INC	EVIDENCE SUPPLIES	208998	1	100-52100-340-000	140.97
Total 75840:									140.97
12/19	12/06/2019	75841	992	US CELLULAR	PD PHONE	0342874025	1	100-52100-221-000	710.98
12/19	12/06/2019	75841	992	US CELLULAR	FD/EMS PHONE	0342874025	2	100-52200-221-000	488.20
12/19	12/06/2019	75841	992	US CELLULAR	OUTREACH PHONE	0342874025	3	100-54600-221-000	38.50
12/19	12/06/2019	75841	992	US CELLULAR	CABLE/COMMTECH PHONE	0342874025	4	200-55600-221-000	44.97
12/19	12/06/2019	75841	992	US CELLULAR	PW PHONE	0342874025	5	100-53000-221-000	27.16
12/19	12/06/2019	75841	992	US CELLULAR	WATER PHONE	0342874025	6	600-53710-310-000	27.17
12/19	12/06/2019	75841	992	US CELLULAR	SEWER PHONE	0342874025	7	600-53610-310-000	27.17
12/19	12/06/2019	75841	992	US CELLULAR	INSPECTIONS PHONE	0342874025	8	100-52400-221-000	.50
12/19	12/06/2019	75841	992	US CELLULAR	EM MGT PHONE	0342874025	9	100-52500-340-000	38.50

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Invoice Sequence	Invoice GL Account	Check Amount
Total 75841:									1,403.15
12/19	12/06/2019	75842	2298	VIKING ELECTRIC SUPPLY	MUNICIPAL BUILDING	S003177770.	1	100-51600-242-000	9.25
12/19	12/06/2019	75842	2298	VIKING ELECTRIC SUPPLY	MUNICIPAL BUILDING	S003177770.	2	600-53716-242-000	2.53
12/19	12/06/2019	75842	2298	VIKING ELECTRIC SUPPLY	MUNICIPAL BUILDING	S003177770.	3	600-53616-242-000	2.53
12/19	12/06/2019	75842	2298	VIKING ELECTRIC SUPPLY	MUNICIPAL BUILDING	S003177770.	4	605-53440-242-000	2.53
Total 75842:									16.84
12/19	12/06/2019	75843	1015	VILLAGE OF MCFARLAND	5541 HOLSCHER RD	122019	1	100-53000-220-000	52.22
12/19	12/06/2019	75843	1015	VILLAGE OF MCFARLAND	4719 FARWELL ST	122019	2	315-56700-242-000	217.06
12/19	12/06/2019	75843	1015	VILLAGE OF MCFARLAND	FLOWER CORNER	122019	3	100-55200-220-000	61.67
12/19	12/06/2019	75843	1015	VILLAGE OF MCFARLAND	LEWIS PARK	122019	4	100-55200-220-000	175.50
12/19	12/06/2019	75843	1015	VILLAGE OF MCFARLAND	MCDANIEL PARK	122019	5	100-55200-220-000	171.86
12/19	12/06/2019	75843	1015	VILLAGE OF MCFARLAND	GAZEBO	122019	6	100-55200-220-000	43.69
Total 75843:									722.00
12/19	12/06/2019	75844	16267	WARREN, BRAD	WORK BOOTS	BW102819	1	100-53000-142-000	154.24
Total 75844:									154.24
12/19	12/06/2019	75845	1093	WI STATE LABORATORY OF HY	WATER TESTING FLORIDE STATE LAB	616966	1	600-53717-340-000	26.00
Total 75845:									26.00
Grand Totals:									803,969.10

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100-1624	16,442.85	.00	16,442.85
100-2120	148.03	57,278.78-	57,130.75-
100-2433	171.25	.00	171.25
100-51100-210-000	140.00	.00	140.00

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
100-51100-321-000	439.05	.00	439.05
100-51100-790-000	1,198.75	.00	1,198.75
100-51300-211-000	925.00	.00	925.00
100-51420-221-000	193.18	.00	193.18
100-51540-514-000	131.58	.00	131.58
100-51600-210-000	1,457.00	.00	1,457.00
100-51600-220-000	26.65	.00	26.65
100-51600-242-000	425.77	.00	425.77
100-51600-340-000	436.53	.00	436.53
100-52100-142-000	45.90	.00	45.90
100-52100-221-000	797.19	.00	797.19
100-52100-240-000	184.59	.00	184.59
100-52100-241-000	126.64	.00	126.64
100-52100-310-000	262.83	.00	262.83
100-52100-330-000	59.95	.00	59.95
100-52100-331-000	107.00	.00	107.00
100-52100-340-000	140.97	.00	140.97
100-52200-211-000	700.00	.00	700.00
100-52200-221-000	655.41	.00	655.41
100-52200-241-000	485.03	137.03-	348.00
100-52200-320-000	1,575.00	.00	1,575.00
100-52200-340-000	4,115.31	.00	4,115.31
100-52200-343-000	299.00	.00	299.00
100-52200-391-000	265.30	.00	265.30
100-52400-211-000	8,522.50	.00	8,522.50
100-52400-221-000	50.71	.00	50.71
100-52400-241-000	532.36	.00	532.36
100-52500-340-000	38.50	.00	38.50
100-53000-142-000	154.24	.00	154.24
100-53000-220-000	878.66	.00	878.66
100-53000-221-000	77.37	.00	77.37
100-53000-241-000	489.12	11.00-	478.12
100-53000-291-000	399.11	.00	399.11
100-53000-340-000	1,029.68	.00	1,029.68
100-53000-341-000	152.52	.00	152.52
100-53000-370-000	10,696.51	.00	10,696.51
100-54600-221-000	88.71	.00	88.71
100-54600-321-000	565.00	.00	565.00
100-55200-220-000	725.63	.00	725.63
100-55200-340-000	1,070.43	.00	1,070.43

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
200-2120	.00	1,166.44-	1,166.44-
200-55600-221-000	240.22	.00	240.22
200-55600-342-000	926.22	.00	926.22
205-2120	.00	5,083.42-	5,083.42-
205-55110-210-000	2,319.03	.00	2,319.03
205-55110-242-000	457.25	.00	457.25
205-55110-310-000	316.55	.00	316.55
205-55110-344-000	1,382.71	.00	1,382.71
205-55110-345-000	607.88	.00	607.88
315-2120	.00	1,294.12-	1,294.12-
315-56700-242-000	1,294.12	.00	1,294.12
400-2120	.00	690,086.35-	690,086.35-
400-57210-813-101	4,529.00	.00	4,529.00
400-57220-812-104	121.27	.00	121.27
400-57310-811-102	796.50	.00	796.50
400-57310-820-101	140,794.65	.00	140,794.65
400-57310-821-000	543,844.93	.00	543,844.93
600-2120	6.00	11,361.16-	11,355.16-
600-53610-210-000	5.71	.00	5.71
600-53610-310-000	360.07	.00	360.07
600-53610-311-000	130.32	.00	130.32
600-53610-321-000	14.00	.00	14.00
600-53612-390-000	278.78	.00	278.78
600-53615-220-000	542.82	.00	542.82
600-53615-341-000	13.86	.00	13.86
600-53616-241-000	133.41	3.00-	130.41
600-53616-242-000	7.02	.00	7.02
600-53616-340-000	124.24	.00	124.24
600-53616-341-000	27.73	.00	27.73
600-53710-210-000	5.71	.00	5.71
600-53710-310-000	360.07	.00	360.07
600-53710-311-000	130.32	.00	130.32
600-53710-321-000	14.00	.00	14.00
600-53710-341-000	27.73	.00	27.73
600-53712-390-000	278.78	.00	278.78
600-53716-220-000	1,540.30	.00	1,540.30
600-53716-242-000	7.02	.00	7.02
600-53716-340-000	168.48	.00	168.48
600-53717-340-000	701.12	.00	701.12
600-53718-241-000	133.41	3.00-	130.41

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
600-53718-341-000	13.86	.00	13.86
600-53718-822-101	2,178.10	.00	2,178.10
600-53718-822-102	2,178.10	.00	2,178.10
600-53718-822-103	1,986.20	.00	1,986.20
605-2120	3.00	3,180.21-	3,177.21-
605-53440-210-000	5.71	.00	5.71
605-53440-240-000	238.94	.00	238.94
605-53440-241-000	133.40	3.00-	130.40
605-53440-242-000	71.71	.00	71.71
605-53440-311-000	130.31	.00	130.31
605-53440-321-000	56.00	.00	56.00
605-53440-340-000	2,502.55	.00	2,502.55
605-53440-341-000	41.59	.00	41.59
610-2120	.00	34,675.65-	34,675.65-
610-53620-212-000	20,692.55	.00	20,692.55
610-53620-213-000	13,926.10	.00	13,926.10
610-53620-321-000	57.00	.00	57.00
Grand Totals:	<u>804,283.16</u>	<u>804,283.16-</u>	<u>.00</u>

Report Criteria:

Report type: GL detail

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
11/23/2019	CDPT	11/29/2019	75773	WI AFSCME COUNCIL 32	7	43.29
11/23/2019	CDPT	11/29/2019	75774	WI SCTF	5	207.89
11/23/2019	CDPT	11/29/2019	75775	WPPA TREASURER	6	504.00

PAYROLL RELATED

\$754.98

December 5, 2019

Election Inspectors submitted for appointment as election inspectors for the term beginning January 1, 2020 and ending December 31, 2022:

LAST NAME	FIRST NAME	LAST NAME	FIRST NAME
Aaroen	Diane	O'Malley	Tanya
Albrecht	Marcia	O'Malley	John
Allbaugh	Bonnie	O'Malley	Sandra
Backes	Joe	Opsahl	Carla
Bakk	Sandy	Orvis	Mary
Burns	Melinda	Peterson	Denise
Cherney	Melissa	Peterson	Don
Colby	Jean	Plotkin	Sheila
Cullen	Terry	Porter Quam	Barb
Dietzel	Jerry	Retzlaff	Barbara
Dietzel	Susan	Ring	Trevor
Erstad	Carol	Sauer	Judy
Foust	C.W.	Schrader	Marv
Franklin	Sandy	Sherman	Rob
Gerick	Patrick	Sims	Terre
Haley	Mary	Slinde	Donna
Hampton	Rita	Smith	Sue
Haried	Jenny	St. Clair	Russell
Kirby	Cathy	Staszewski	Carolyn
Kohl	Norma	Stolarik	Toni
Krepski	Sylvia	Thompson	Eric
Kyser	Ellie	Utter	Jacqueline
Lancaster	Tanya	Vidlak	Nancy
Landphier	Laurna	Weber	Dawn
Larson	Deann	Wrolstad	Debra
Larson	Sharon	Wyatt	Courtney
Macarra	Monica		
McKay	Jim		
Morris	Deloris		
Newton Tainter	Debbie		
Nowakowski	Donna		



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, December 9, 2019

SECTION: Business

DEPARTMENT: Communications & Technology

CONTACT: Stephanie Miller, Comm & Technology Director, Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action on a revision to the Organizational Chart for the Communications and Technology Department.

PREVIOUS ACTION:

The Communications and Technology Committee evaluated this at their last meeting on November 26, 2019 and recommended approval.

The Personnel Committee evaluated this at their last meeting on December 2, 2019 and recommended approval.

ISSUE SUMMARY:

Earlier this Fall the Department experienced a resignation for one of our part-time Audio/Visual Technicians. This individual filled this position for a short time period following a recruitment earlier in the year. The recruitment was not as robust as anticipated and prior to requesting the vacancy be filled, Staff has been analyzing the Department to see if the current layout is as efficient as it could be to provide its services.

The current Organizational Chart was approved about a year ago as part of the restructuring with the new Director position when that recruitment was completed about this time last year. It called for a full-time Director with a full-time Technology Assistant along with two half-time AV Technicians plus two quarter time Camera Operators. Similar to what we've done before, we are proposing to combine the two AV Technician positions into one position at three quarter time through the creation of the long vacant Production Assistant position.

This position is described in more detail in the next agenda item but would take on more responsibility to oversee and maintain programming of the Department in a similar fashion as the former AV Technicians were. This will make the position eligible for WRS as well as other prorated benefits including health insurance. The total budgeted hours would be a reduction from 1,040 x 2 positions versus 1,560 x 1 position.

FINANCIAL/BUDGET IMPACT:

Our analysis would suggest these changes are a cost neutral action, meaning that they do not



affect the budget either positively or negatively. The total cost for wages and benefits within the Department for 2020 is set at \$171,764 for all positions. The additional costs for converting one of the AV Technician positions to a Production Assistant come in the form of a higher pay grade, additional hours, and added benefits. The Production Assistant is at Grade 6 versus Grade 5 for the AV Technician and will go up in hours from 1,040 (half-time) to 1,560 (three quarter time). Further more the position will be eligible for WRS which costs 6.75% of the total wages plus pro-rated benefits for health, life, and disability insurance. The savings come from eliminating funding for the other AV Technician position which is a reduction in 1,040 budgeted hours and associated benefits. The total cost under this scenario is \$171,560 which in essence is a very slight savings compared to what is proposed budgetarily for 2020.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

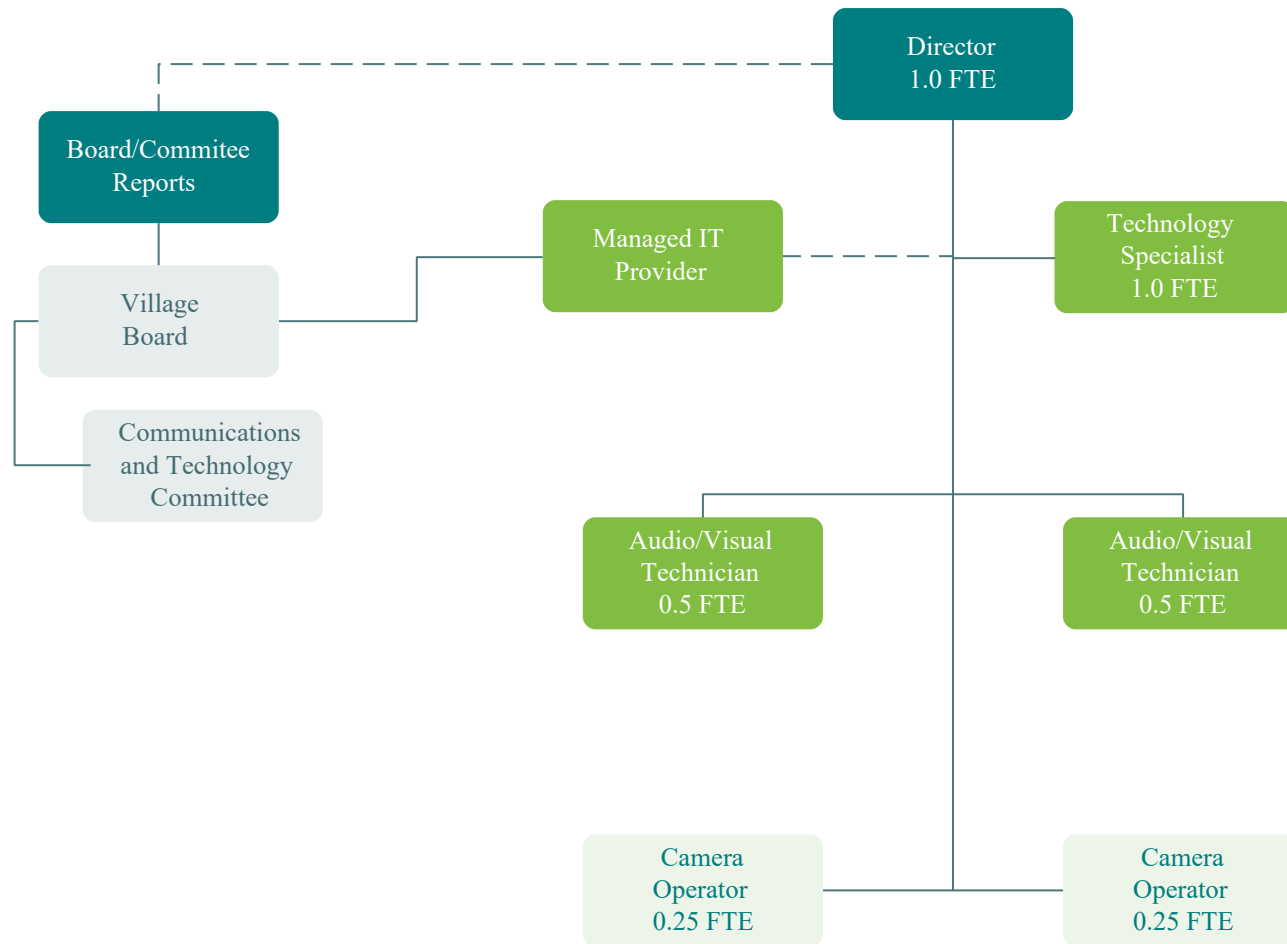
None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

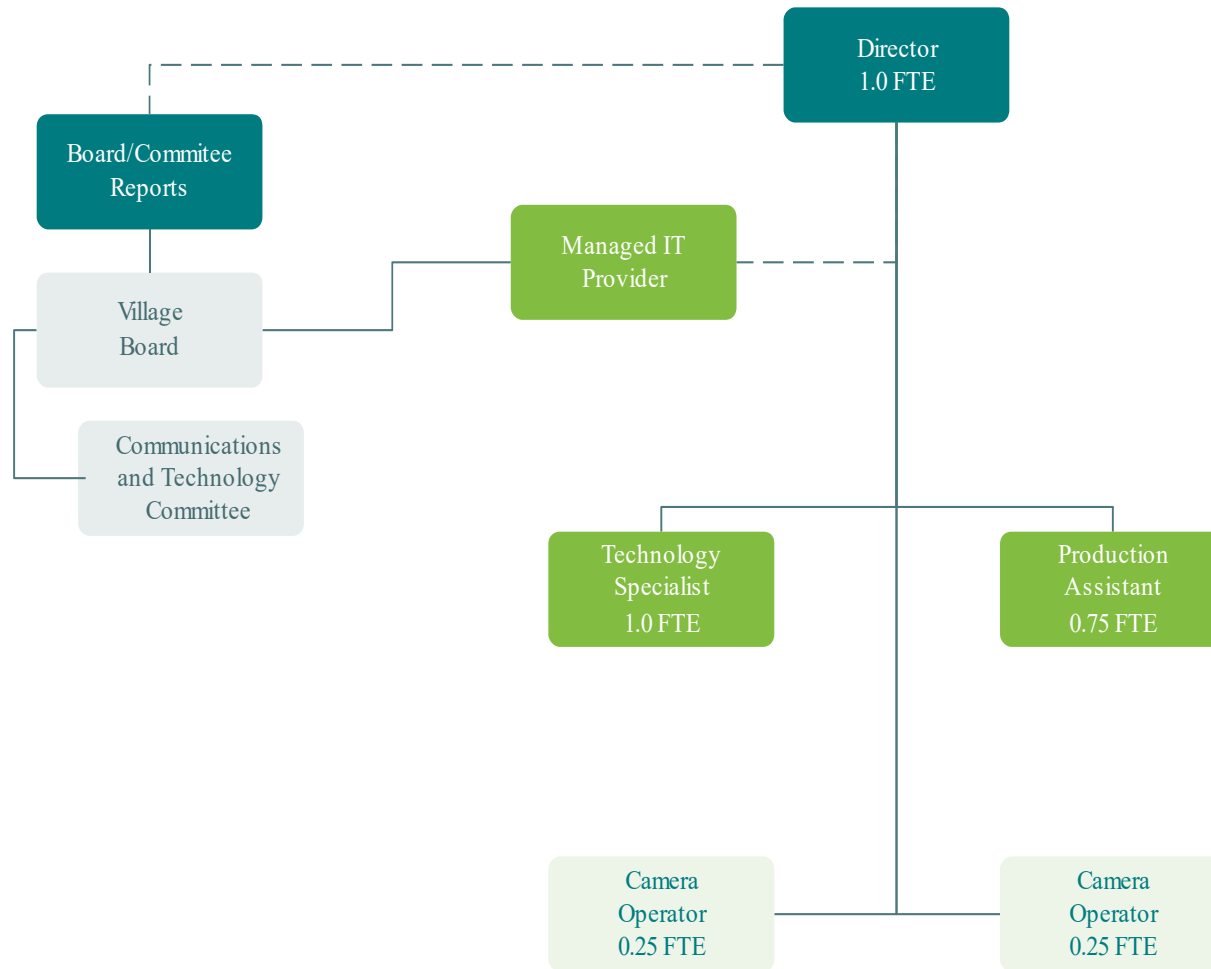
Presented for approval.

ATTACHMENTS:

1. Comm Tech Organizational Chart 12102018 APPROVED
2. Comm Tech Organizational Chart 11202019 PROPOSED



December 10, 2018





VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, December 9, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Stephanie Miller, Comm & Technology Director, Matt Schuenke,
Village Administrator

AGENDA ITEM: Discussion and action regarding the position description and permission to fill the vacancy for the Production Assistant position within the Communications and Technology Department.

PREVIOUS ACTION:

The Communications and Technology Committee reviewed this job description at their meeting on November 26, 2019 and recommended approval.

The Personnel Committee reviewed this job description at their meeting on December 2, 2019 and recommended approval.

ISSUE SUMMARY:

Included within your packet is an update to the job description for the Production Assistant position. This has been vacant now for several years but it is proposed to update this description in order for it to take the place of two AV Technician positions. One of those positions is vacant and it is our intention to fill this position with the individual in the other AV Technician position. The position itself is similar to an AV Technician but has more responsibility in the production role as it relates to programming, filming, scheduling, etc. of the cable channel. The intent is that with more hours and a dedicated position for this purpose we can continue to produce and prepare original content on a consistent basis.

FINANCIAL/BUDGET IMPACT:

The position is at Grade 6 within the wage grid and with the changes proposed previously in the Organizational Chart the budgetary impact is neutral.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Presented for approval.



ATTACHMENTS:

1. 12.06.2019 - Production Assistant - Job Description mgs

Production Assistant

POSITION DESCRIPTION

Position Title:	Production Assistant	FLSA:	Non-Exempt
Department:	Communication and Technology	Represented:	No
Reports to:	Communication and Technology Director	Employment Status:	Part-Time

POSITION SUMMARY

Distinguishing Characteristics of the Class

This position is responsible for recording and editing cable programs to be featured on WMCF and YouTube channels. WMCF is the Public, Education, or Government (PEG) Channel for the Village of McFarland. These channels feature all that is happening within the Community of McFarland including: local sports broadcasts, concerts, community events, recreational opportunities, marketing, government meetings, and more. The Production Assistant also holds additional responsibilities including: various tasks associated with the operations of cable stations, technical needs within the Department, as well as technology support provided within the Organization.

Supervision Received

Performs under the direction and general supervision of the Communications and Technology Director.

Supervision Exercised

None.

DESCRIPTION OF WORK

Essential Duties and Responsibilities

- Operates video, audio, and related equipment used in the recording and production of WMCF programs.
- Records, edits, and distributes recordings of government meetings, community events, school events, and other content as determined by their Supervisor.
-
- Assists with the installation and maintenance of video and audio equipment.
- May oversee various live and/or recorded productions in the absence of the Director.
- Creates, edits, and distributes visual and audio content.
- Responsible for still photography to support operations as needed and assigned.

- Assists Technology Specialist with various aspects of maintaining technology infrastructure of the Village.
- May also respond to Communications and Technology related issues within the organization.
- Performs other duties as required.

Equipment Used

Specialized equipment associated with the recording, editing, production, and airing of cable television programming including video cameras, remote cameras, video servers, audio mixer, studio switcher, and video editing software. Operates projectors, sound systems, digital camera, computer with a variety of software applications, phones, printers, copiers, fax machine, and motor vehicle.

Work Environment and Working Conditions

Works in normal office setting with moderate noise levels. Occasionally works in an outdoor setting in uncontrolled weather conditions when holding a production in the field. Attendance of recording various evening events is required. Requires moderate lifting and physical activity at times.

TECHNICAL REQUIREMENTS

Knowledge of

- Principles and practices of local cable access channel operations.
- Videography as well as the principles and practices of video production.
- Video editing software and techniques.
- Television studio operations.
- Use of computers and software to create and manipulate video, images, graphics, and text.
- Pertinent law, regulatory codes, and municipal ordinances.
- The measures and standards by which the efficiency, effectiveness, and quality of PEG access channel operations can be evaluated.

Ability to

- Operate video and audio production equipment.
- Use computers in the production of live or recorded cable programs.
- Capture quality video and audio content of productions for programs.

- Troubleshoot and correct technical problems.
- Interpret and implement policy and procedural direction from the Director.
- Establish and maintain effective working relationships with fellow employees and the general public.
- Work independently with a minimum of supervision.
- Maintain a valid Wisconsin driver's license.

GENERAL COMPETENCIES

In carrying out the duties of this job, the employee is required to accomplish all of the tasks routinely associated with the performance of office-type functions. The employee may frequently lift and/or move up to 50 pounds and occasionally is required to perform heavy lifting and strenuous physical activity. The fine motor skills necessary to operate cameras and electronic video and audio equipment are required. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

- ◆ ANALYTICAL SKILLS: Identify problems and opportunities; review possible alternative courses of action before selecting one; utilize information resources available when making decisions.
- ◆ COMMUNICATION SKILLS: Communicate ideas and information effectively in both written and oral form.
- ◆ PROBLEM-SOLVING SKILLS: Develop feasible, realistic solutions to problems; recommend actions designed to prevent problems from occurring; refer problems to supervisor when necessary.
- ◆ ORGANIZATIONAL SKILLS: Establish systematic methods of accomplishing goals.
- ◆ READING ABILITY: Effectively read and understand information contained in memoranda, reports, ordinances, codes, regulations, technical manuals, bulletins.
- ◆ TECHNICAL COMPREHENSION: Ability to learn, adopt, and apply new technology, computer systems and software programs.
- ◆ ABILITY TO COMPREHEND AND FOLLOW INSTRUCTIONS: Effectively follow verbal or written instructions from supervisor.
- ◆ MATHEMATICAL ABILITY: Calculate basic arithmetic problems (addition, subtraction, multiplication, division) without aid of a calculator.
- ◆ TIME MANAGEMENT SKILLS: Set priorities in order to meet assignment deadlines.

REQUIRED MINIMUM QUALIFICATIONS

A high school diploma or GED equivalency. An associate's degree in a field related to production and/or cablecasting of television programming preferred. A minimum of three (3) years experience in videography or local cable access is desired. Any combination of education and experience which in the sole discretion of the Village would demonstrate the Employee's ability to meet the required knowledge, skills, and abilities for the position. Must possess or be able to obtain a valid WI driver's license.

NOTES

1. The job duties listed herein are intended only as illustrations of the types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.
2. The work environment characteristics and physical demands described herein are representative of those that the employee encounters or must meet while performing the essential functions of this job. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities. The Village is an Equal Opportunity Employer.
3. The job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer as the needs of the employer and requirements of the job change. The Village retains and reserves any and all rights to change, modify, amend, add to, or delete from any section of this position description.

I hereby acknowledge that I have received a copy of and do understand the requirements of this position description with the Village of McFarland.

Dated this ____ day of _____, 20__.

Employee Signature

Department Head Signature

Created: May 1, 2014

Amended: December 9, 2019



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, December 9, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Stephanie Miller, Comm & Technology Director, Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action regarding the position description for the Camera Operator position within the Communications and Technology Department.

PREVIOUS ACTION:

The Communications and Technology Committee reviewed proposed policy changes and recommended approval at their meeting held on November 26, 2019.

The Personnel Committee reviewed the proposed policy changes and recommended approval at their meeting held on December 2, 2019.

ISSUE SUMMARY:

Consistent with the Organizational Chart (whether Approved or Proposed), enclosed is the updated job description for the Camera Operator position. This was last considered in 2014 and currently filled by two individuals on a limited part-time basis. The position mainly helps out at remote filing (i.e. - sporting events) mainly for filming purposes. No significant changes are proposed, just an update.

FINANCIAL/BUDGET IMPACT:

There are two individuals within the Department for this purpose with the position. The position is listed at Grade 1 and each is budgeted at 520 hours per year (0.25 FTE). The funds are included in the 2020 Budget for this purpose and have been since the current organizational chart was approved in 2018.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Presented for approval.



ATTACHMENTS:

1. 12.06.2019 - Camera Operator - Job Description mgs

Camera Operator

POSITION DESCRIPTION

Position Title: Camera Operator **FLSA:** Non-Exempt
Department: Communications and Technology **Represented:** No
Reports to: Communications and Technology Director **Employment Status:** Part-Time

POSITION SUMMARY

Distinguishing Characteristics of the Class

This position is responsible for recording and editing cable programs to be featured on WMCF and YouTube channels. WMCF is the Public, Education, or Government (PEG) Channel for the Village of McFarland. These channels feature all that is happening within the Community of McFarland including: local sports broadcasts, concerts, community events, recreational opportunities, marketing, government meetings, and more.

Supervision Received

Performs under the direction and general supervision of the Communications and Technology Director.

Supervision Exercised

None.

DESCRIPTION OF WORK

Essential Duties and Responsibilities

- Operates video, audio, and related equipment used in the recording and production of WMCF programs.
- Records, edits, and distributes recordings of government meetings, community events, school events, and other content under the direction of Supervisor or their designee.
- Creates, edits, and distributes visual and audio content.
- Performs other duties as required.

Equipment Used

Specialized equipment associated with the recording, editing, production, and airing of programming including video cameras, remote cameras, video servers, audio mixer, and studio switcher. Operates projectors, sound systems, digital cameras, computer with a variety of software applications, phone, printer, copier, and fax machine.

Work Environment and Working Conditions

Generally works on production site with moderate noise levels. Occasionally works in an outdoor setting in uncontrolled weather conditions when holding a production in the field. Attendance of recording various evening events is required. Requires moderate lifting and physical activity at times.

TECHNICAL REQUIREMENTS

Knowledge of

- Videography and the principles and practices of video production.
- Video editing software and techniques.
-
- Use of computers and software to create and manipulate video, images, and text.

Ability to

- Properly and safely operate video and audio production equipment.
- Use computers in the production of programs.
- Capture quality content of video and audio inputs for productions.
- Troubleshoot and correct technical problems.
- Follow standard departmental policies and procedures.
- Establish and maintain effective working relationships with fellow employees and the general public.
- Work independently with a minimum of supervision.

GENERAL COMPETENCIES

In carrying out the duties of this job, the employee is required to accomplish all of the tasks routinely associated with the performance of office-type functions. The employee may frequently lift and/or move up to 50 pounds and occasionally is required to perform heavy lifting and strenuous physical activity. The fine motor skills necessary to operate cameras and electronic video and audio equipment are required. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

- ◆ ANALYTICAL SKILLS: Identify problems and opportunities; review possible alternative

courses of action before selecting one; utilize information resources available when making decisions.

- ◆ **COMMUNICATION SKILLS:** Communicate ideas and information effectively in both written and oral form.
- ◆ **PROBLEM-SOLVING SKILLS:** Develop feasible, realistic solutions to problems; recommend actions designed to prevent problems from occurring; refer problems to supervisor when necessary.
- ◆ **ORGANIZATIONAL SKILLS:** Establish systematic methods of accomplishing goals.
- ◆ **READING ABILITY:** Effectively read and understand information contained in memoranda, reports, ordinances, codes, regulations, technical manuals, bulletins.
- ◆ **TECHNICAL COMPREHENSION:** Ability to learn, adopt, and apply new technology, computer systems and software programs.
- ◆ **ABILITY TO COMPREHEND AND FOLLOW INSTRUCTIONS:** Effectively follow verbal or written instructions from supervisor.
- ◆ **MATHEMATICAL ABILITY:** Calculate basic arithmetic problems (addition, subtraction, multiplication, division) without aid of a calculator.
- ◆ **TIME MANAGEMENT SKILLS:** Set priorities in order to meet assignment deadlines.

REQUIRED MINIMUM QUALIFICATIONS

Enrolled in good standing within High School or equivalency. Personal or professional experience related to video production is desired. Any combination of education and experience which in the sole discretion of the Village would demonstrate the Employee's ability to meet the required knowledge, skills, and abilities for the position may also be considered.

NOTES

1. The job duties listed herein are intended only as illustrations of the types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.
2. The work environment characteristics and physical demands described herein are representative of those that the employee encounters or must meet while performing the essential functions of this job. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities. The Village is an Equal Opportunity Employer.
3. The job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer as the needs of the employer and requirements of the job change. The Village retains and reserves any and all rights to

change, modify, amend, add to, or delete from any section of this position description.

I hereby acknowledge that I have received a copy of and do understand the requirements of this position description with the Village of McFarland.

Dated this ____ day of _____, 20__.

Employee Signature

Department Head Signature

Created: May 1, 2014

Amended: December 9, 2019



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, December 9, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Cassandra Suettinger, Village Clerk/Treasurer

AGENDA ITEM: Discussion and action on selecting HealthyMinds LLC. to provide the employee assistance program to Village employees.

PREVIOUS ACTION:

ISSUE SUMMARY:

In early October the Village was notified its current employee assistance program provider would be ceasing to provide services effective January 1, 2020. In 2019, the McFarland Police Department brought on an expanded employee service program for Police Officers with Health Minds LLC. Attached is the proposal from Healthy Minds LLC to provide employee assistance program services to the rest of the Village. The proposal provides financial and legal assistance that was not offered with the Village's previous EAP provider.

Per direction from the Personnel Committee, Village staff followed up with Healthy Minds LLC to create on consolidated contract for services for both the Police Department and Village Employees. HealthyMinds also provided the Village two options for discount:

1. a 10% discount on the overall cost of the program
2. Discounted annual wellness checks

Village staff selected option #1 as it provided a better cost savings to the Village. Healthyminds LLC also clarified travel and mileage expenses won't apply to events at the Village as we are within their service area.

FINANCIAL/BUDGET IMPACT:

A slight reduction of \$94 per year for the Employee Assistance Program

VILLAGE PLAN REFERENCE:

N/A

ORDINANCE REFERENCE:

N/A

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:



Staff recommends approving the service proposal from Health Minds LLC to provide the Employee Assistance from for the Village of McFarland.

The Personnel Committee recommended selecting Healthyminds LLC to provide the Employee Assistance program for Village Employees beginning January 1, 2020.

ATTACHMENTS:

1. CONTRACT FOR PURCHASE OF SERVICES McFarland - 01012020 - EAP



HealthyMinds, LLC

Employee Assistance Program Agreement

AGREEMENT made as of December 3, 2019, by and between **HealthyMinds, LLC**, 6510 Grand Teton Plaza, Suite 402, Madison, WI 53719 (hereinafter referred to as “HealthyMinds”), and **McFarland**, a Wisconsin village (hereinafter referred to as “Client”).

The parties to this Agreement, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

1. **TERM:** This agreement shall commence on January 1, 2020 (“Effective Date”) and remain in force until either party provides written notification of its intent to terminate the agreement, which must occur ninety (90) days in advance of the date of termination, and which notice may not be given during the initial one-year period.

Should either party wish to alter the terms of the agreement following the first annual period, it shall deliver notice of such in writing to the other party and said party agrees to commence negotiations in good faith within thirty (30) days of notice.

2. **COVERED PERSONS:** HealthyMinds shall provide the services described in this Agreement to the following persons (hereinafter referred to as “Covered Persons”):
 - a. all U.S. based employees of Client (hereinafter referred to as “Covered Employees”);
 - b. dependents of a Covered Employee as dependents are defined under Client’s applicable health care plan;
 - c. the spouse or significant other of a Covered Employee, whether or not defined as a “dependent” for the purposes of Client’s health care plan;
 - d. other persons permanently residing with a Covered Employee, whether or not defined as a “dependent” for the purpose of Client’s health care plan.
3. **OBLIGATIONS OF HEALTHYMINDS:** HealthyMinds hereby agrees to provide Employee Assistance services (hereinafter referred to as “EAP”):
 - a. Services for Covered Persons as follows:
 - i. Unlimited unscheduled 24-hour telephonic access to HealthyMinds counselors for problem assessment, counseling, crisis intervention, resource finding and referral.
 - ii. Up to four (4) sessions of assessment, consultation and referral, per presenting problem, per individual, per year when clinically appropriate with a HealthyMinds counselor or affiliate.
 - iii. Provision of specialized consultation for legal concerns of Covered Persons, except for employment and business law matters, and except where the interests of a Covered Employee would be adversely affected.
 - iv. Provision of specialized consultation for financial concerns of Covered Persons, including counseling on budget and debt management issues.
 - b. Services to Client’s management and supervisors as follows:

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- i. 24-hour telephonic consultation for Client's managers and/or supervisors regarding intervention strategies with employees exhibiting poor work performance and/or experiencing personal difficulties, and regarding the appropriate use of EAP services in supporting rehabilitation as part of any necessary job action.
 - ii. Assistance in investigation and resolving any complaints and/or concerns expressed by Client or Covered Persons regarding the EAP.
 - iii. Provision of trauma response services and other on-site consultation services which may be purchased on a fee-for-service basis (listed in Schedule A – Fee Schedule).
 - iv. Policy development consultations and regulation consultations.
 - v. Assistance in expediting referral of Covered Employees for "fitness for duty" evaluations in conjunction with alleged mental health or chemical dependency problems. HealthyMinds will not make fitness for duty determinations. HealthyMinds will identify and refer to a licensed physician/psychiatrist or psychologist for this purpose. Costs for fitness for duty evaluations are the responsibility of Client.
 - vi. Annual employee orientation meeting attendance where an EAP representative will be available (maximum 3 hours per event).
- c. Quarterly program utilization reporting which includes the number of program participants, presenting issue, services utilized, and Client satisfaction. All such data will be presented as to keep confidential the identities of Covered Persons who use the EAP.
- d. Program promotional materials are available and include brochures, wallet cards, and posters. The quantity of brochures and wallet cards is up to 110% of Covered Employees during the first year and up to 20% of Covered Employees for subsequent years. The quantity of posters is up to 10% of Covered Employees during the first year and up to 5% of Covered Employees for subsequent years.
- e. HealthyMinds assumes responsibility for compliance with the laws and regulations applicable to services to be provided under this Agreement, and HealthyMinds agrees to maintain professional liability insurance in the amount of not less than \$1,000,000 per claim or \$3,000,000 annual aggregate during the term of this Agreement. Affiliate counselors under contract with HealthyMinds maintain professional liability insurance of not less than \$1,000,000 per claim or \$3,000,000 annual aggregate. A copy of the HealthyMinds insurance certificate will be furnished to Client upon request. HealthyMinds will be solely liable in any claim or suit for damages brought as a result of the negligence of HealthyMinds or its employees/representatives, affiliates or sub-contractors, and any damages sustained by Client due to the negligence of HealthyMinds or its employees/representatives, affiliate or sub-contractors will be recoverable from HealthyMinds by Client. Client will be solely liable in any claim or suit for damages brought as a result of the negligence of Client or its employees/representatives and any damages sustained by HealthyMinds will be recoverable from Client by HealthyMinds.
- f. HealthyMinds and its employees and affiliates shall be deemed to be independent contractors and in no sense shall be considered employees or agents of Client.
- g. HealthyMinds will maintain confidential records on Covered Persons for a minimum of seven (7) years. All records that HealthyMinds prepares and maintains are the sole property of HealthyMinds and will be confidentially retained by HealthyMinds in the event this Agreement is terminated.

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- h. HealthyMinds will maintain the confidentiality of all Covered Persons' EAP records except to the extent that disclosure is authorized by the Covered Person in writing or is otherwise mandated by federal and state law. All EAP case records are maintained in compliance with all federal and state laws protecting the confidentiality and security of EAP records. HealthyMinds maintains a comprehensive standard procedure on the confidentiality of case records that prescribes how Covered Persons' case records are to be maintained. HealthyMinds fulfills all obligations as a Covered Entity as covered un the Health Insurance Portability and Accountability Act of 1996 and subsequent Health Information Technology for Economic and Clinical Health Act provisions under the American Recovery and Reinvestment Act of 2009.

4. OBLIGATIONS OF CLIENT:

- a. For the services specified in Section 3, except items identified as available on a fee-for-service basis (listed in Schedule A – Fee Schedule), Client agrees to pay HealthyMinds the sum of \$2,079.00 payable in monthly installments of \$173.25 on or before the first day of each month during the term hereof, beginning January 1, 2020. The sum specified in this Section is based on a range of 107 to 113 Covered Employees and shall be subject to per capita adjustment in the event of a change in employment as provided in this subsection. If the number of Covered Employees shall vary outside of such range, Client agrees to notify HealthyMinds in writing of such change, within 30 days thereof, stating the new numbered of Covered Employees. Effective as of the beginning of the month following such change in employment, or the date of such notice, whichever is later, the amount payable specified shall be adjusted by \$1.57 per Covered Employee per month, which rate shall be effective for a range of employees equal to the number specified in such notice plus or minus 2.5% thereof, subject to further adjustment as provided in this subsection. Notwithstanding the preceding language of this subsection, Client's payment under this subsection shall never be less than \$86.63 per month, in recognition that certain of HealthyMinds' costs in providing services to Client exist regardless of the number of Covered Employees.
- b. Client acknowledges that HealthyMinds' rates, specified in this Section, assume that Covered Persons' utilization of services will not be mandatory as a condition of accessing behavioral healthcare services and will not be "incentivized". For the purposes of this agreement, "incentivized" means use of the services by Covered Persons that is promoted by Client through monetary or other material incentives or rewards offered or provided to Covered Persons. Situations in which a Covered Employee is encouraged or required to use HealthyMinds' services in conjunction with a Client-initiated performance referral to HealthyMinds are not considered "incentivized". In the event Client wishes to incentivize Covered Persons to use any or all services by means of monetary or other material incentives or rewards, then the rates specified herein are subject to change. If Client wishes to incentivize use of the services by Covered Persons, then parties to this Agreement will establish a revised rate structure to be implemented at the time said incentives become active. If a new rate structure cannot be agreed to by the parties, then HealthyMinds may elect to terminate this Agreement upon not less than thirty (30) days written notice to Client.
- c. For the services specified in Section 3 as available on a fee-for-service basis (listed in Schedule A – Fee Schedule), which are requested by Client, Client agrees to pay

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- HealthyMinds at the rates in place at the time of service. Such amounts shall be invoiced monthly as incurred, which invoices shall be payable upon receipt.
- d. Pre-approved non-local travel and per diem costs incurred by HealthyMinds in the provision of services requested by Client will be paid by Client. Such amounts shall be invoiced as incurred, which invoices shall be payable upon receipt.
 - e. Without limiting any of HealthyMinds' legal or equitable rights or remedies, HealthyMinds may terminate this Agreement effective upon notice to Client if Client shall have failed to pay any amount owing to HealthyMinds pursuant to this Agreement and shall not have cured that failure in full within thirty (30) days following HealthyMinds' notice of that failure.
 - f. Client agrees to assume mutual responsibility with HealthyMinds for facilitating any and all program promotion and/or training efforts specified in this Agreement, and further acknowledges and agrees that in the even that said efforts do not occur because of the inability of Client to facilitate them despite HealthyMinds' readiness and availability in this regard, that HealthyMinds will not be held accountable for such failure.

5. CONFIDENTIALITY:

- a. **Mandatory Reporting** - Employee Assistance Programs (EAP) are governed by federal and state statutes that mandate the reporting of certain situations that, in the judgement of an EAP professional, pose risks of grave physical or emotional harm to one or more persons. The following situations, if brought to the attention of the EAP, will require reporting to a designated authority or otherwise permit breach of confidentiality for purposes of safeguarding persons:

- i. Probable or imminent risk of suicide
- ii. Probable or imminent risk of homicide or grave physical harm to another person
- iii. Possible abuse or neglect of a child or vulnerable adult
- iv. Probable threat to national security

Like other mandatory reporters (e.g. teachers, physicians, psychologists, etc.), EAP professionals are required to comply with these provisions. In cases of suspected abuse or neglect of a child or vulnerable adult, HealthyMinds will first contact the authorized government social service agency and present the situation in question in a hypothetical fashion. If the authorized agency determines that the situation in question is reportable, then HealthyMinds will disclose Covered Person information as required by law.

- b. **Confidentiality in Relation to Clients** - Even when an EAP Covered Person's confidentiality is breached due to imminent threat of suicide or homicide, or because of the possibility of abuse or neglect of a child or vulnerable adult, or any other legally mandated cause, EAP Covered Person records are not shared with the Client unless specifically requested by the Covered Person in conjunction with a written authorization form authorized by the Covered Person. When disclosure of Covered Person's information is mandated by law, such disclosure shall be made only to the extent necessary to comply with the law, and does not extend to the Client unless notification of the Client is necessary to prevent grave physical harm to the Covered Person or others in the workplace.
- c. **Confidentiality in Formal Company Referrals to the EAP** - When a supervisor, manager, or Human Resource representative makes a formal (performance-based) referral of an Covered Employee to the EAP and requests feedback regarding Covered Employee compliance, every effort will be made to obtain an authorization from that referred Covered Employee

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permitting disclosure of pertinent information to an appropriate company representative. If the referred Covered Employee refuses to consent to such a release, the EAP will not be at liberty to disclose information to the referring manager or Human Resource representative except as noted in previous sections of this Policy.

- d. **Confidentiality in Relation to External Requests for Information** - If any person or entity solicits EAP Covered Person information or request to know the identity of persons using the EAP, HealthyMinds will not release any such information nor acknowledge any Covered Person's use of the program without an authorization from the Covered Person in question, or unless compelled to do so by statutory obligation or appropriate court order.
- e. **HIPAA Compliance** - HealthyMinds is fully HIPAA compliant and, in managing Covered Person information and communication, will comply with all applicable provisions of the HIPAA Privacy Rule.

6. MISCELLANEOUS:

- a. The rates herein (as listed in Section 4 and Schedule A – Fee Schedule) may be adjusted an annual basis, effective on each anniversary of the Effective Date, upon ninety (90) days' written notice from HealthyMinds to Client. Such adjustment shall not exceed 5%.
- b. Neither party to this Agreement shall use the other party's name or trademarks or other intellectual property in any advertising, written sales promotion, press release and/or other publicity matters relating to this Agreement without the other party's written consent. Notwithstanding the foregoing, during the term of this Agreement, HealthyMinds may list Client's name on customer lists provided to prospective buyers of HealthyMinds' services and Client may include HealthyMinds' name in any public filings.
- c. This Agreement shall be binding upon and inure to the benefit of Client's successors in interest and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at McFarland, WI as of the day and year written above.

HEALTHYMINDS, LLC

By: _____
Andrew D. Peterson, President & CEO

Date: _____

CLIENT

By: _____
Representative of Organization

Date: _____

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Schedule A

Fee Schedule

Service	Description	Fee per hour
Face-to-face/phone sessions (beyond initial 4 sessions)	Additional counseling sessions <i>beyond</i> initial 4 sessions (employee and family member)	\$90.00
Health/benefit fairs representation	EAP representative available (minimum of 3 hours per event). <i>There is an additional \$50/hour travel for this onsite service.</i>	\$150.00
Supervisor orientation and training	EAP representative available (minimum of 3 hours per event). <i>There is an additional \$50/hour travel for this onsite service.</i>	\$150.00
Wellness seminars	EAP representative available (minimum of 1 hours per event). <i>There is an additional \$50/hour travel for this onsite service.</i>	\$150.00
Annual Wellness Checks	Includes offsite, confidential individual consultation “check -in” with staff on an annual basis. Guided by the mental health professional, wellness checks provide staff the opportunity to jointly assess work-life balance. Individual Life Management Skills are promoted to aid in the staff wellness and healthy adjustment to their career.	\$90.00
Trauma Response Services	• Critical Incident Defusings – On/off scene response to staff immediately following a critical incident including but not limited to employee death, active shooter, natural disaster, etc. • Critical Incident Debriefings – Group debriefings held within 48-72 hours post incident • Grief Counseling - Confidential onsite group or individual counseling sessions <i>There is an additional \$50/hour travel for this onsite service</i>	\$150.00
Organizational Change Services	Confidential onsite group or individual counseling sessions. <i>There is an additional \$50/hour travel for this onsite service.</i>	\$125.00
Mediation services	• One-on-one workplace mediation services to address co-worker or supervisor/employee conflict • Assessment and intervention services for dysfunctional work groups • Training and consultation to address workplace conflict <i>There is an additional \$50/hour travel for this onsite service.</i>	\$175.00
Non-local Travel	Greater than 20 miles from Madison, WI office site.	\$50.00

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VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, December 9, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Cassandra Suettinger, Village Clerk/Treasurer, Craig Sherven, Police Chief, Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action to create Section 7.01(2) and (3) within the Compensation and Benefits Manual regarding holiday time.

PREVIOUS ACTION:

The Personnel Committee reviewed this concept at its meeting on November 4, 2019.

ISSUE SUMMARY:

Following our last conceptual discussion, attached are changes to the Compensation and Benefits Manual that revise how holiday pay is administered if it is not used. The direction from the last meeting was that this time if not used would be paid out at year end. This language is established at 7.01(3)(D). Terminology was also changed to refer to additional days granted as "floating" holidays if not recognized on the legal day due to their schedule. Using the terminology as a floating holiday within 7.01(2)(C) and 7.01(3)(C) differentiates this day from legal and personal holidays while also simplifying how its paid out as we intended.

FINANCIAL/BUDGET IMPACT:

The cost for this time will be included within normal operating budgets utilizing existing funding levels.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

The Personnel Committee unanimously recommended approval.

ATTACHMENTS:

1. CBM Chapter 7 - Holidays 11272019 mgs

CHAPTER 7 – HOLIDAYS

7.01 Paid Holidays

(1) Eligibility

- A. Only full-time employees and certain designated part-time employees (those who are budgeted to work at least 20 hours per week) may be eligible for pay on designated paid holidays.
- B. Eligible employees may be eligible for holiday pay for any designated paid holidays that occur after the first full day on the job.
- C. In order for an employee to be eligible for holiday pay, the employee must work the employee's regularly scheduled work day immediately preceding and following the holiday. This provision will be waived if the employee is on approved vacation or funeral leave. Employees on unpaid leave or using other leave are not eligible for holiday pay for that holiday.

(2) Designated Paid Holidays

- A. The following designated paid holidays will be observed by the Village:
 - New Year's Day
 - Martin Luther King Jr.
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Eve Day
 - Christmas Day
- B. When a designated legal paid holiday falls on a Saturday, it will normally be celebrated on the preceding Friday. When a paid holiday falls on a Sunday, it will normally be celebrated on the following Monday.
- C. Whenever a designated paid holiday falls on a full-time employee's scheduled day off, an additional ~~floating personal~~ holiday may be granted in lieu thereof.

(3) Pay

- A. Full-time employees may be entitled to eight (8) hours of pay for each designated paid holiday for which the employee is eligible for holiday pay.
- B. Part-time employees may be entitled to pay for paid holidays based on a pro-ration of their regular weekly work schedule compared to a full-time schedule. (Example: An employer who regularly works twenty-five (25) hours per week would receive five (5) hours of pay on a holiday). The Village's determination of the amount of paid time the part-time employee receives is final.
- C. Employees scheduled to work on specified paid holidays when Village offices are closed may be paid at a time and one-half (1 ½) rate and allowed a floating holiday ~~another day off~~ to be used at a time approved by the Village.
- D. All unused floating holidays shall be paid out at the straight hourly rate with the second paycheck in January of the next year.



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, December 9, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Cassandra Suettinger, Village Clerk/Treasurer, Craig Sherven, Police Chief, Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action to revise Section 9.02 within the Compensation and Benefits Manual for vacation time.

PREVIOUS ACTION:

The Personnel Committee reviewed this concept at its meeting on November 4, 2019.

ISSUE SUMMARY:

Enclosed are changes to the Compensation and Benefits Manual to provide a vacation allotment for those employees who are scheduled to work a 6-3 Schedule. This is a six day work week as opposed to a five day work week that is already defined within this section. Vacation weeks are granted in increments of six instead of five within this new section. A definition is also proposed for each schedule as it applies to vacation allotment. No other changes are proposed.

FINANCIAL/BUDGET IMPACT:

The cost for this is built into the annual salary allocation for the position.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Presented for approval as a recommendation to the Village Board. The Personnel Committee unanimously recommended approval.

ATTACHMENTS:

1. CBM Chapter 9 - Non-DH Vacation 11272019 mgs

CHAPTER 9 – VACATION POLICY FOR NON-REPRESENTED POSITIONS OTHER THAN DEPARTMENT HEADS

9.01 Identification of Non-Represented Positions

All full-time and part-time non-represented positions are covered by this policy.

9.02 Vacation Crediting for Full-Time Non-Represented Employees

- (1) Full-time non-represented employees will receive paid vacation benefits in accordance with the following schedule.

A. Standard Schedule. This schedule is for full-time non-represented Employees who are regularly scheduled to work 2080 hours per year based on a five-day work week:

YEARS OF COMPLETED SERVICE	VACATION ELIGIBILITY
0-through 5 years	up to 10 days
6-through 10 years	up to 15 days
11 years through 20 years	up to 20 days
21 years and thereafter	up to 25 days

B. 6-3 Schedule. This schedule is for protective service employees who are scheduled to work 1,950 hours per year based on a six-day work week:

<u>YEARS OF COMPLETED SERVICE</u>	<u>VACATION ELIGIBILITY</u>
<u>0-through 5 years</u>	<u>up to 12 days</u>
<u>6-through 10 years</u>	<u>up to 18 days</u>
<u>11 years through 20 years</u>	<u>up to 24 days</u>
<u>21 years and thereafter</u>	<u>up to 30 days</u>

9.03 Vacation Crediting for Part-Time Non-Represented Employees

Part-time Department Heads may earn a prorated vacation credit based upon the schedule in Section 9.02 and their percentage FTE status upon which the position is budgeted. The Village's determination of the prorated amount is final.

9.04 Vacation to be Credited in Advance on an Annual Basis

- (1) At the time of initial hire, a non-represented employee may be credited in advance with prorated vacation time for the balance of that calendar year.

EXAMPLE: A full-time employee that started July 1 may receive 5 days of vacation for the balance of that year and which is earned over the balance of that year.

- (2) On January 1 of each year, the employee may be credited in advance with vacation time in accordance with the schedule in Section 9.02 based on the years of service to be completed on the employee's anniversary date during that coming calendar year.
- (3) Current non-represented employees that were at one time represented by a bargaining unit are exceptions to this section and will continue to be credited vacation after the year of accrual.

9.05 Pay-Out or Hold Back of Vacation at Termination

- (1) Although vacation hours are credited in advance under this policy, if an employee's employment ends during the year, the employee will be eligible to receive only the prorated amount of vacation time earned for the part of the year actually worked.
- (2) If a terminating employee has used less than the prorated amount of vacation actually earned for that year at the time of termination, the employee will be paid at the current rate of pay for any unused vacation time that was earned and not used.
- (3) If a terminating employee has used more than the prorated amount of vacation actually earned for that year at the time of termination, the employee will have an appropriate amount withheld from the final paycheck to reimburse the Village for any unearned vacation time that was used. The amount to be withheld will be calculated at the current rate of pay times the number of unearned vacation hours that had been used.

9.06 Exceptions

- (1) No additional vacation hours will be earned for time worked by an employee in excess of the normal work schedule.
- (2) No vacation hours will be earned by an employee during the time that the employee is on a leave of absence without pay, a disciplinary suspension without pay, or is otherwise in a non-compensable status.

9.07 Maximum Annual Carryover of Vacation Time

- (1) An employee is permitted to maintain and carry over to the following calendar year subject to the following:
 - A. A maximum of 80 hours of unused vacation may be carried over if earned prior to December 31, 2017. If the total vacation balance of an employee exceeds 80 hours prior to that time, 100% of the equivalent monetary value of all remaining hours in excess of the allowable maximum will be paid into the employee's VEBA account.
 - B. A maximum of 40 hours of unused vacation may be carried over if earned after January 1, 2018. If the total vacation balance of an employee exceeds 40 after that time, 50% of the equivalent monetary value of all remaining hours in excess of the allowable maximum will be paid into the employee's VEBA account.
 - C. Any request for any carry over amount is subject to approval by the Village Administrator upon recommendation of their Department Head. The employee must demonstrate that a concerted effort was made to use the vacation proposed to be carried over. The Village Administrator shall have the discretion to consider requests from employees upon recommendation from their Department Heads to exceed the maximum hours for the carryover of unused vacation.
 - D. Because vacation is meant for the employee to have rest and relaxation and to address personal affairs, earned but unused vacation will not be paid out except at separation from employment.



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, December 9, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Cassandra Suettinger, Village Clerk/Treasurer, Craig Sherven, Police Chief, Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action to create Section 16.03(4) within the Personnel Policy Manual regarding minimum call-in pay.

PREVIOUS ACTION:

The Personnel Committee reviewed this concept at its meeting on November 4, 2019.

ISSUE SUMMARY:

The enclosed revisions add language that addresses minimum call-in pay as well as court time for those mandated to report for court duty outside of their normal schedule. The minimum call-in time has been a past practice within the organization affecting more than one department that have responsibilities around the clock. The court time is more specific to law enforcement but it could apply in other places likely very infrequently.

FINANCIAL/BUDGET IMPACT:

The cost for this time is presently being awarded as a past practice for non-represented Employees and as such is included within normal operating budgets utilizing existing funding levels.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Presented for approval as a recommendation to the Village Board.

The Personnel Committee unanimously approved of the proposed revisions regarding minimum call-in pay.

ATTACHMENTS:

1. PPM Chapter 16 - Compensation 12062019 mgs

CHAPTER 16 - COMPENSATION

16.01 Time and Attendance Reporting

The time sheet for hourly employees is the primary record for reporting the hours that each employee works or is absent and for computing the amount of compensation due. It is the joint responsibility of the employee and the employee's supervisor or Department Head to truthfully and accurately report regular hours worked, overtime hours worked, and the number of hours to be charged to various kinds of absences (sick leave, vacation, holiday, etc.) for which an employee is entitled to compensation.

At the end of the last calendar day in a pay period, both the employee and the employee's supervisor or Department Head will sign the time sheet. An employee will not be expected to sign when absent from work during the entire pay period or is unable to sign the sheet because of an unexpected absence such as illness or injury. The completed, signed time sheet is to be turned in to payroll by 10:00 a.m. on the Monday before the payday, unless otherwise specified due to holidays.

16.02 Pay Period

Except as noted below, all Village employees will be paid via direct deposit bi-weekly on every other Friday. If a holiday falls on Friday, payday will be on the preceding work day. Each pay period ends at 12:00 midnight the Saturday preceding each pay day.

16.03 Overtime Pay

(1) Definition

Overtime for Fair Labor Standards Act (FLSA) non-exempt employees is defined as hours worked in excess of forty (40) hours per workweek, except for employees engaging in the performance of fire protection or law enforcement activities, wherein the Village may designate a longer work period of up to 28 calendar days, and overtime due under the law is based on time worked during that designated work period. An established work period may be changed at any time based on the needs of the Village and as permitted by law.

The Village provides certain premium rates of pay for certain hours worked when overtime is not required by law. These premium rates of pay are classified as extra compensation and are not included in the employee's regular rate of pay when determining overtime due under state and federal law. Such premium rates of pay serve as a credit against any FLSA overtime pay requirements.

(2) Eligibility

- (a) Eligibility for overtime compensation for eligible hourly employees will be determined by individual department policy and in accordance with the Fair Labor Standards Act and will be subject to approval by the Village Administrator.

- (b) Department Heads and salaried persons in exempt executive, administrative, or professional positions will be ineligible for any form of additional monetary compensation or compensatory time for additional hours worked but may be allowed to vary their work schedules to accommodate fluctuations in their work load. Exceptions to this general rule may be made by the Village Board, such as when the Village is reimbursed on a pre-arranged basis from outside sources for the overtime worked by the exempt employee.

(3) Compensation

- (a) An hourly employee will receive pay at the overtime rate of pay for hours in pay status, except for compensatory time used, which are in excess of eight (8) hours of the scheduled shift, or ten (10) hours of the scheduled shift for employees working ten-hour shifts, or in excess of forty (40) hours per workweek. For eligible hourly employees, overtime worked will be treated by granting one and one-half hours of compensation, either in the form of overtime pay or compensatory time off, for each hour of overtime worked. It will be the employee's option to select, within the limits set by Section 17.04, the form of overtime compensation to be given.
- (b) An hourly employee who is required to work on a holiday will be paid two (2) times their rate of pay for hours worked in addition to holiday pay.

(4) Minimum Call-in Pay

(a) Any non-exempt Employee who is ordered to report to work at any time when he/she is not regularly scheduled to work may be compensated a minimum of two (2) hours at time and one half (1 ½) or for all hours worked at time-and-one-half (1 ½), whichever is greater. Accrual of compensatory time may be granted if mutually agreeable.

(b) Court time.

1. Any non-exempt Employee who is required to report for Circuit Court duty outside of their regularly scheduled hours may be paid time and one-half (1 ½) at their regular hourly rate or accrue compensatory time at time and one-half (1 ½), as mutually agreed upon. A minimum of three (3) hours may be paid at a rate of time and one-half (1 ½) if Circuit Court is cancelled less than twenty-four (24) hours before the scheduled court time.

2. Any non-exempt Employee who is required to report for Municipal Court duty outside of their regularly scheduled hours may be paid time and one-half (1 ½) at their regular hourly rate or accrue compensatory time at time and one-half (1 ½), as mutually agreed upon. A minimum of two (2) hours may be paid at the rate of time and one-half (1 ½) if Municipal Court is cancelled less than twenty-four (24) hours before the scheduled court time.

3. Between twenty-four (24) hours and thirty-five (35) hours before the scheduled court duty, Employees shall be required to confirm with their immediate Supervisor whether Circuit Court and/or Municipal Court duty, as applicable, has been canceled or rescheduled.

16.04 Compensatory Time

Eligible employees who receive compensatory time in lieu of cash payment for overtime worked may accumulate and use compensatory time subject to the following restrictions:

- (1) The maximum allowable accumulation of compensatory time will be forty (40) hours. Any overtime hours accumulated in excess of the maximum must be taken in the form of overtime pay unless authorized by the Administrator due to special circumstances. Compensatory time used or paid will not generate additional overtime payment to the employee and will not count as hours worked or hours paid for overtime calculation purposes.
- (2) Compensatory time must be used in the 12-month period it is earned unless authorized by the Administrator due to special circumstances. Any compensatory time that is not used by November 30 will be paid out to the employee at the rate of pay that was in effect for the last pay period of that year. The Village reserves its right to payout compensatory time at any time.
- (3) The taking of compensatory time off requires prior approval of the supervisor or Department Head. A Department Head may deny a request if the employee's absence will clearly impair the department's ability to meet its responsibilities or requires other employees to work overtime as permitted by law.
- (4) The employee will show the number of hours of compensatory time earned or taken during each payroll period on the employee's time sheet. The Administration Department will maintain records of the running compensatory time balances of each employee.

16.05 Deferred Compensation

All full-time and part-time employees in regular positions will be eligible to participate in any Deferred Compensation Program sponsored by the Village. Participants in such a program may designate a portion of their income to be deposited into a special investment account for use in retirement years. Deferred Compensation Programs offer certain tax and retirement planning advantages to participants.

16.06 Payroll Deductions

The Village will administer payroll deductions that employees authorize to be made to participating financial institutions or those deductions that are required by law.



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, December 9, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Jim Hessling, Public Works Director, Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action on changing the process for selecting a contractor to perform work on the annual street maintenance project.

PREVIOUS ACTION:

This item was approved at 11/19/19 public works committee meeting.

ISSUE SUMMARY:

The current process is that all street maintenance work is bid and awarded to the lowest bidder. The village experienced problems with the low bidder for the 2019 Street Maintenance project. The contractor, who was new to the village, assured us after the bid opening, that they could perform to our standards. This was evaluated during a meeting with the contractor, their sub-contractor, the village engineer and the director of public works. Once we got into the project, the low bidders performance was questionable. The village experienced several issues during the project. These issues resulted in increased time and energy from engineering and public works to ensure that we were getting what we asked for, ultimately increasing our costs.

The department would like to have the ability to use vendors of our choice, within various laws, to perform the necessary work that is outside the public works realm. It is our goal to streamline this process in order to save the village time and money

FINANCIAL/BUDGET IMPACT:

N/A

VILLAGE PLAN REFERENCE:

N/A

ORDINANCE REFERENCE:

N/A

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Staff recommends allowing the Public Works Department to engage in the RFP process as



opposed to the bidding process for 2020 maintenance projects.

The Public Works Committee approved of engaging a contractor via the RFP processed as opposed the Village's usual bidding process.

ATTACHMENTS:

1. Bid v Proposal email

Aimee Irwin

From: Jim Hessling
Sent: Friday, November 15, 2019 11:00 AM
To: Aimee Irwin
Subject: FW: Committee meeting items
Attachments: CIP Budget Estimates.pdf; Sighting Road sketch.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Jim Hessling | Director of Public Works | Village of McFarland | 5115 Terminal Drive | McFarland, WI 53558 |
| 608-838-7287 | jim.hessling@mcfarland.wi.us | Proud member of the WI American Public Works Association



From: Brian Berquist <brian@tcengineers.net>
Sent: Friday, November 15, 2019 10:53 AM
To: Jim Hessling <Jim.Hessling@mcfarland.wi.us>
Subject: Committee meeting items

Jim-

Here is the budget estimate sheet for the anticipated 2020 projects, and sketch for the Sighting Road sump line route.

Bid vs Proposal:

Wisconsin law requires the Public Works Construction projects be bid out using a fairly prescribed procedure. Guidance from the League of Wisconsin Municipalities and legal challenges have resulted in a working definition of Public Works Construction that means items that are considered maintenance and/or a service life of less than 10 years is not covered by those requirements. Specific examples are water tower painting, ditch cleaning, and crackfill/chipseal.

Many communities have chosen to request proposals for these types of projects and select a vendor on more than just cost to get better control over finished product. Given the issues experienced this year with crackfill/chipseal awarded to simply the lowest bidder, the Village may want to consider instead requesting proposals that would be evaluated by the Village in totality (cost, work history, knowledge of Village expectations, and the incentive to want to be selected again next year).

Regards,

Brian
Brian R. Berquist, P.E., President
brian@tcengineers.net
Town & Country Engineering, Inc.
2912 Marketplace Drive, Suite 103
Madison, WI 53719
(608) 273-3350 Fax: (608) 273-3391



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, December 9, 2019

SECTION: Business

DEPARTMENT: Outreach

CONTACT: Matt Schuenke, Village Administrator, Lori Andersen, Senior Outreach Director

AGENDA ITEM: Discussion and action regarding the final contract and funding formula for all member communities within the Focal Point.

PREVIOUS ACTION:

The Senior Outreach Committee reviewed this final version of the contract and funding at their meeting on November 21, 2019 and unanimously approved.

ISSUE SUMMARY:

Enclosed is the final draft of the contract with member communities within the Focal Point. Cambridge is shown in the packet but each agreement for the 5 Communities within the Focal Point is the same. Additionally, an updated funding formula is also provided based on new revenue levels from Dane County. This caused everyone's contribution to go down by proportionate amounts since the amount the County will provide is higher than expected. All boards representing their respective Communities within the Focal Point have now approved this contract as well as the funding formula enclosed within.

FINANCIAL/BUDGET IMPACT:

The agreements increase the funding provided by members within the Focal Point to levels that are aligned with actual utilization for case management and nutrition services. The details for which are included within the attached formula and approved within the 2020 Budget.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Presented for final approval. This contract will be signed by Cambridge (Village), Christiana (Town), Dunn (Town), Pleasant Springs (Town), and Rockdale (Village).

ATTACHMENTS:

1. VOM Senior Outreach Services Agreement 12052019 mgs CAMBRIDGE



2. Proposed 2020 Senior Outreach Funding Formula 10142019 mgs

**CONTRACT FOR SENIOR OUTREACH SERVICES
WITH THE *VILLAGE OF MCFARLAND***

This Contract for Services, entered into this _____ day of _____, 2019, by and between the Village of McFarland (“McFarland”) and the Village of Cambridge (“Cambridge”), to become effective January 1, 2020.

WITNESSETH:

WHEREAS, McFarland and Cambridge seek to promote the welfare of their respective residents through the provision of adequate facilities and programs for the delivery of case management and nutrition based services for the elderly;

WHEREAS, provision of such services should be made on a cost-effective basis without unduly burdening the taxpayers of either community;

WHEREAS, McFarland owns and provides for the operation of case management and nutrition based services through its Senior Outreach Department (the “Department”), which is the focal point as mandated through contract by Dane County for the delivery of services to older adult residents who reside within the prescribed boundaries of the communities served by the Department;

WHEREAS, the provision of those services is intended to assist older adults so that they may remain in their own homes and in their community, and to live as independently as possible; and

WHEREAS, the sharing of responsibility and expenses among both municipalities in funding the continued operation of these services is an efficient means of delivering beneficial services to the communities.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Cambridge shall appropriate annually and pay to McFarland as its contribution to the funding of the operations of McFarland’s Senior Outreach Department an amount determined as follows:
 - a. An annual budget for operation of the Department shall be prepared by McFarland and provided to Cambridge not later than October 31 of each year. Total projected expenses for operation of the Department, less capital equipment, specialized services, building debt service and anticipated revenues to be received from Dane County, shall provide the net expenses.
 - b. Cambridge shall contribute financially to the cost of case management services based on the average percentage over the previous 5 years of case management units within Cambridge as compared to the total case management units within the focal point. The percentage shall be recalculated annually at the time of preparation of the Department’s budget based on the previous 12 months’ experience. Service cost distribution

percentages made by McFarland to calculate the cost distribution of senior outreach services shall remain as indicated in the attached funding formula, unless Cambridge and McFarland agree in writing to update the percentages in the future.

- c. Cambridge shall contribute financially to the cost of nutrition based services based on the actual direct costs to provide those services within Cambridge.
- d. One-half of the total amounts to be paid by Cambridge to McFarland shall be paid by January 31 with the final payment paid by July 31.
- e. Following the completion of McFarland's annual independent financial audit, a final billing statement will be sent adjusting any overpayment or underpayment of prior year contributions based on the actual audited year-end revenue and expense figures of the Department. The adjustment to be made will be based on the same formula in Sub. (b) as compared to the actual year end entries.

2. In consideration of the payment or payments described above, the Department will provide Cambridge's senior citizens case management and nutrition based services as are determined via contract with Dane County. McFarland shall not discriminate in any manner in the provision of any activity, service or program on the basis of residency within or outside of McFarland. An annual report detailing the activities, services and programs provided to the users of the Department will be provided to Cambridge in February of each year.

3. McFarland shall be the employer of all Department staff. The staff shall be governed by all rules and regulations and receive such compensation and benefits determined by McFarland.

4. McFarland shall be responsible for administering all accounting, payroll, accounts receivable/payable as well as all contracts with Dane County for the operation of the Department and its staff. The financial and other records of the activities of the Department will be included in McFarland's annual audit.

5. This Contract for Services shall remain in force and effect unless terminated in writing by either party with a minimum of one hundred eighty (180) days' notice prior to the anniversary of the effective date of this Contract.

Signatures to follow in the next page.

APPROVED FOR THE VILLAGE OF MCFARLAND BY:

Brad Czebotar, President

Date

Cassandra M. Suettinger, Clerk/Treasurer

Date

APPROVED FOR THE VILLAGE OF CAMBRIDGE BY:

Mark McNally, President

Date

Lisa Moen, Administrator/Clerk-Treasurer

Date

Contract for Senior Outreach Services

with the Village of McFarland

Funding Formula

Revenues	2020 Budget
Senior Outreach Fees	1,500
County - Outreach Case Mgmt	55,750
County - Outreach Nutrition	15,250
Towns - Outreach Services	43,500
Donations - Senior Outreach	3,500
Tax Levy	133,750
Total Revenues	253,250

Expenses	2020 Budget
Personal Services	224,000
Contractual Services	6,000
Supplies and Expenses	23,250
Capital Outlay	0
Total Expenses	253,250

The expenses in total are provided in order to provide service within McFarland and member communities as obligated through the agreement with Dane County for funding. There are three categories of service provided by the Department including Case Management, Nutrition, and Specialized Services. McFarland is obligated to provide Case Management and Nutrition services to members within the Focal Point according to the terms of its contract with Dane County. The Village takes sole responsibility for Sepecialized Services as it applies to residents in McFarland. All three of these categories are inclusive of the total expense shown here. The three costs are allocated as follows according to the total hours budgeted for each activity:

			Cost
53%	Case Management	Hours	133,792
	1.50 FTE Case Mgrs (85%)	3,120	
	Director (25%)	520	
		<u>3,640</u>	
27%	Meal Program/Nutrition	Hours	68,808
	0.50 FTE Nutrition Mgr (100%)	1,040	
	0.25 FTE Nutrition Ser (100%)	312	
	Director (25%)	520	
		<u>1,872</u>	
20%	Specialized Services/Admin	Hours	50,650
	Director (50%)	1,040	
	0.25 FTE Case Mgrs (15%)	338	
		<u>1,378</u>	
	Total Budgeted Hours	6,890	
		Total Cost	253,250

Funding Formula (continued)

Case Management	Total Units of Service					Avg	%	Cost 2020
	2014	2015	2016	2017	2018			
Cambridge	71.00	75.00	70.50	74.25	129.75	84.10	14.68%	11,458
Christiana	8.50	4.00	5.00	10.00	5.00	6.50	1.13%	886
Dunn	91.75	89.25	87.00	94.75	108.50	94.25	16.45%	12,841
Pleasant Springs	57.00	52.00	66.00	46.50	7.25	45.75	7.99%	6,233
Rockdale	3.00	3.00	3.00	0.00	12.25	4.25	0.74%	579
McFarland	185.75	335.75	387.50	363.00	417.75	337.95	59.00%	46,045
						Dane County Funding		55,750
Total Case Management	417.00	559.00	619.00	588.50	680.50	572.80	100.00%	133,792

Nutrition (Meal Site)	Annual Units	%	Cost 2020
Cambridge	405.00	21.63%	11,587
McFarland	1,467.00	78.37%	41,971
	Dane County Funding		15,250
Total Meal Program/Nutrition	1,872.00		68,808

The hours to Staff the Meal Sites are a fixed allocation based on the predetermined meal schedules. The Annual Units set here are based on the total annual hours for the Nutrition Server in Cambridge (312 Hours) and a portion of the Director's annual hours (93 hours) to provide administrative oversight. The remainder of the annual hours then allocated for nutrition are then applied to McFarland which includes the Nutrition Manager (1,040 hours) and portion of Director's hours for nutrition (427 hours).

Total Cost by Community	2020 Cost		Total
	Case Mgmt	Nutrition	
Cambridge	11,458	11,587	23,045
Christiana	886	0	886
Dunn	12,841	0	12,841
Pleasant Springs	6,233	0	6,233
Rockdale	579	0	579
McFarland	46,045	41,971	88,015

43,585 Total Provided by Focal Point Communities



VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, December 9, 2019

SECTION: Business

DEPARTMENT: Outreach

CONTACT: Matt Schuenke, Village Administrator, Lori Andersen, Senior Outreach Director

AGENDA ITEM: Discussion and action regarding a contract with Dane County for services provided by the Senior Outreach Department.

PREVIOUS ACTION:

None.

ISSUE SUMMARY:

Enclosed is the contract with Dane County to continue to function as a Focal Point within the system for Senior Outreach services. As such we receive funding to support these operations both internally within and externally to the Community. All of the contracts are in place now with the Communities we provide service too and this contract with the County is consistent with past agreements at a higher funding level. The term of the agreement goes from January 1, 2020 through December 31, 2020.

FINANCIAL/BUDGET IMPACT:

Fiscal year 2019 we are scheduled to receive approximately \$70,000 and for 2020 that number is increased to \$71,000.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Presented for approval.

ATTACHMENTS:

1. Agreement Materials

DCDHS - COUNTY OF DANE
Purchase of Services Agreement

Agreement No: 84740
Begin Date: 1/1/2020
Expiration Date: 12/31/2020
Authority: Res. NA
Maximum Cost: 77,474
Number of Pages: 44
Corporation Counsel Approval: Dkt 10-29-19

THIS AGREEMENT is made and entered into by and between the County of Dane (hereafter referred to as "COUNTY") and Village of McFarland (hereafter, "PROVIDER"), as of the respective dates representatives of both parties have affixed their respective signatures.

WHEREAS COUNTY, whose address is 1202 Northport Drive, Madison, WI 53704, desires to purchase services from PROVIDER, whose address is PO Box 110, McFarland WI 53558-0110 for the purpose of:

Congregate Meals (SPC 401)
Home Delivered Meals (SPC 402)
Case Management (SPC 604)

These services are more particularly described in Section 1 of Schedule A.

AND WHEREAS Provider is able and willing to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

[End of Page]

I. TERM.

The term of this Agreement shall commence as of the *Begin Date* and shall end as of the *Expiration Date*, both of which are set forth on page one (1) hereof. PROVIDER shall complete its service obligations under this Agreement not later than the *Expiration Date*. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the *Maximum Cost* as stated above for all services.

II. SERVICES.

- A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached *Schedule A*, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of *Schedule A* or any of them, it is agreed that the terms of *Schedule A*, to the extent of any conflict, are controlling.
- B. PROVIDER shall furnish the services contained in and comply with the performance and productivity requirements contained in the *Program Summary* document, which is attached hereto and fully incorporated herein by reference. PROVIDER shall complete its obligations under this Agreement in a sound, economical and efficient manner in accordance with this Agreement and all applicable laws.
- C. COUNTY will make payments for services rendered under this Agreement as and in the manner specified herein and in *Schedule B*, which, if attached, is fully incorporated herein by reference.
- D. PROVIDER agrees to make such reports as are required by this Agreement and in the attached *Schedule C*, which is fully incorporated herein by reference.
- E. PROVIDER agrees to secure at PROVIDER's own expense all personnel with the necessary training, supervision and qualifications necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY. PROVIDER shall ensure PROVIDER's personnel are instructed that they will not have any direct contractual relationship with COUNTY. COUNTY shall not participate in or have any authority over any aspect of PROVIDER's personnel policies and practices, and shall not be liable for actions arising from such policies and practices.
- F. COUNTY shall have the right to request replacement of personnel. PROVIDER shall comply where such personnel are deemed by COUNTY to present a risk to consumers. In other instances, PROVIDER and COUNTY shall cooperate to reach a reasonable resolution on the issue.
- G. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin.
- H. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and/or PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- I. PROVIDER understands that time is of the essence.
- J. Unless specified differently herein, a PROVIDER shall maintain a consistent volume of service delivery throughout the months of the Agreement as determined by COUNTY.

SECTION A
(Non-Discrimination)

III. NON-DISCRIMINATION.

- A. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political

beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s).

- B. PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

IV. AFFIRMATIVE ACTION.

- A. If PROVIDER has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, PROVIDER shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. Such plan must be filed within fifteen (15) days of the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY.
- B. PROVIDER shall also, during the term of this Agreement, provide copies of all announcements of employment opportunities to COUNTY's Contract Compliance office, and shall report annually the number of persons, by race, ethnicity, gender, and disability, status, who apply for employment and, similarly classified, the number hired and the number rejected.
- C. PROVIDER agrees to furnish all information and reports required by COUNTY's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D. C. Ords., and the provisions of this Agreement.

V. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

- A. PROVIDER and all Subcontractors agree not to discriminate on the basis of disability in accordance with The Americans with Disabilities Act (ADA) of 1990, the Wisconsin Statutes secs. 111.321 and 111.34, and Chapter 19 of the Dane County Code of Ordinances. PROVIDER agrees to post in conspicuous places, available to employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph.
- B. PROVIDER shall give priority to those methods that offer programs and activities to disabled persons in the most integrated setting. Where service or program delivery is housed in an inaccessible location, and accessible alterations are not readily achievable, PROVIDER agrees to offer "programmatic accessibility" to recipients (real or potential) of said services and programs (e.g. change time/location of service).
- C. PROVIDER agrees that it will employ staff with special translation and sign language skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with hearing impaired clients. PROVIDER agrees to train staff in human relations techniques and sensitivity to persons with disabilities. PROVIDER agrees to make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms. PROVIDER agrees to provide, free of charge, all documents necessary to its clients' meaningful participation in PROVIDER's programs and services in alternative formats and languages appropriate to the needs of the client population, including, but not limited to, Braille, large print and verbally transcribed or translated taped information. The PROVIDER agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply for or participate in PROVIDER's programs and services.

VI. BILINGUAL SERVICES.

PROVIDER agrees to maintain comprehensive policies to ensure compliance with Title VI of the Civil Rights Act of 1964, as updated to address the needs of employees and clients with limited English proficiency. PROVIDER agrees that it will employ staff with bilingual or special foreign language translation skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with clients who have limited English proficiency. PROVIDER will provide, free of charge, all documents necessary to its clients' meaningful participation in PROVIDER's programs and services in alternative languages appropriate to the needs of the client population. PROVIDER agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply or participate in PROVIDER's programs and services.

VII. CIVIL RIGHTS COMPLIANCE.

- A. If PROVIDER has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to the COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of Chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health Services Division that covers the services purchased by Dane County, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. The PROVIDER further agrees to cooperate with the COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy; the name of the PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to the Dane County Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to the Dane County Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER's plan shall govern PROVIDER's activities.

VIII. EQUAL OPPORTUNITY NOTICE.

In all solicitations for employment placed on PROVIDER's behalf during the term of this Agreement, PROVIDER shall include a statement to the effect that PROVIDER is an "Equal Opportunity Employer".

SECTION B
(General Terms)

IX. ACKNOWLEDGEMENT OF COUNTY SUPPORT.

PROVIDER shall acknowledge funding support by COUNTY in all publications, including social media statements, regarding services and programs funded by COUNTY. PROVIDER agrees to display the Dane County Department of Human Services logo in its waiting rooms and incorporate the logo in all PROVIDER publications, websites and stationery that pertain to services funded in whole or in part by COUNTY.

X. ASSIGNMENT AND TRANSFER.

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement without the prior written consent of COUNTY, including the hiring of independent contract service providers, unless otherwise provided herein. Claims for money due to PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without COUNTY consent if and only if the instrument of assignment provides that the right of the assignee in and to any amounts due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall furnish COUNTY with notice of any such assignment or transfer.

XI. CONFIDENTIALITY.

A. PROVIDER agrees to comply with all pertinent federal and state statutes, rules, regulations and county ordinances related to confidentiality. Further, COUNTY and PROVIDER agree that:

1. Client specific information, including, but not limited to, information which would identify any of the individuals receiving services under this Agreement, shall at all times remain confidential and shall not be disclosed to any unauthorized person, forum, or agency except as permitted or required by law.
2. PROVIDER knows and understands it is not entitled to any client specific information unless it is released to persons who have a specific need for the information which is directly connected to the delivery of services to the client under the terms of this Agreement and only where such persons require the requested information to carry out official functions and responsibilities.
3. Upon request from COUNTY, client specific information, including but not limited to treatment information, shall be exchanged between PROVIDER and COUNTY, consistent with applicable federal and state statutes, for the following purposes:
 - a. Research (names and specific identifying information not to be disclosed);
 - b. Fiscal and clinical audits and evaluations;
 - c. Coordination of treatment or services; and
 - d. Determination of conformance with court-ordered service plans.

B. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability.

1. The PROVIDER agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all relevant regulations as from time to time amended, if PROVIDER receives Medicaid funding or as these regulations otherwise apply to the services the PROVIDER provides or purchases with funds provided under this Agreement. Such requirements, where applicable, include:

- a. Holding protected health information (PHI) in confidence and using it or further disclosing it only for authorized purposes.
 - b. Having a Notice of Privacy Practices.
 - c. Developing and maintaining current and appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity and availability of all PHI, in any form or media, including electronic storage and transmission.
 - d. Maintaining policies and procedures to protect against the identity theft of client/consumer information.
 - e. Tracking disclosures of PHI as required by law.
 - f. Having and maintaining procedures in the event of a breach of PHI, logging security events, providing notices and mitigating damages as required by law.
2. Where PROVIDER has access to COUNTY's client records and discovers any breach or unauthorized acquisition, access, use or disclosure of such records, PROVIDER shall inform COUNTY within five (5) business days after PROVIDER learns of such breach involving COUNTY's clients.
 3. If COUNTY has determined that PROVIDER is a "Business Associate" within the context of the law, PROVIDER will sign and return the attached Business Associate Agreement, which will be included and made part of this Agreement.

XII. COOPERATION.

- A. PROVIDER agrees to cooperate with departments, agencies, employees and officers of COUNTY in providing the services described herein.
- B. Where PROVIDER furnishes counseling, care, case management, service coordination or other client services and COUNTY requests PROVIDER or any of PROVIDER's employees to provide evidence in a court or other evidentiary proceeding regarding the services provided to any named client or regarding the client's progress given services provided, services purchased under this Agreement include PROVIDER making itself or its employees available to provide such evidence requested by COUNTY as authorized by law.

XIII. DELIVERY OF NOTICES.

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth in this Agreement. Any party changing its address shall notify the other party in writing within five (5) business days.

XIV. DISPUTE RESOLUTION.

- A. **Good Faith Efforts.** In the event of a dispute between PROVIDER and COUNTY involving the interpretation or application of the contents of this Agreement, PROVIDER and COUNTY agree to make good faith efforts to resolve grievances informally.
- B. **Formal Procedure.** In the event informal resolution is not achieved, COUNTY and PROVIDER shall follow the following procedure to resolve all disputes:

Step 1: PROVIDER's Chief Executive Officer shall present a description of the dispute and PROVIDER's position, in writing, to COUNTY's Division Manager within fifteen (15) working days of gaining knowledge of the issue. The description shall cite the provision or provisions of this Agreement that are in dispute and shall present all available factual information supporting PROVIDER's position. Failure to timely provide said document constitutes a waiver of PROVIDER's right to dispute the item.

Step 2: Both parties shall designate representatives, who shall attempt to reach a mutually satisfactory resolution within the fifteen (15) working days after mailing of the written notice.

Step 3: If resolution is not reached in Step 2, COUNTY's Division Manager shall provide in writing by mail, an initial decision. Said decision shall be binding until and unless a different decision is reached as outlined below.

Step 4: PROVIDER's Chief Executive Officer or equivalent may request a review of the initial decision by mailing a written request to COUNTY's Human Services Director within fifteen (15) working days of the receipt of the initial decision. Failure to timely provide said request constitutes a waiver of PROVIDER's right to dispute the item.

Step 5: COUNTY's Human Services Director shall respond to the request for review by mailing a final written decision to PROVIDER within fifteen (15) working days of receipt of the request.

Step 6: PROVIDER's Chief Executive Officer or equivalent may request a review by the County Executive of the final decision by mailing said request within fifteen (15) working days of the postmarked date of the final decision. Failure to timely provide said request constitutes a waiver of PROVIDER's right to dispute the item.

Step 7: The County Executive shall provide a final decision by mailing it to PROVIDER within fifteen (15) working days following the postmarked date of the request for a review. The decision of the County Executive is final and binding on the parties.

C. Client Grievance Procedure.

1. PROVIDER shall have a written client grievance procedure approved by COUNTY, posted in its service area, at all times during the term of this Agreement and made available to each client upon admission.
2. Where clients may be entitled to an administrative hearing concerning eligibility, PROVIDER will cooperate with COUNTY in providing notice of said eligibility to clients.

XV. EMERGENCY PLANNING.

A. In order for PROVIDER and the people PROVIDER serves to be prepared for an emergency such as a tornado, flood, blizzard, electrical blackout, pandemic and/or other natural or man-made disaster, PROVIDER shall develop a written plan that at a minimum addresses:

1. The steps PROVIDER has taken or will be taking to prepare for an emergency;
2. Which of PROVIDER's services will remain operational during an emergency;
3. The role of staff members during an emergency;
4. PROVIDER's order of succession, evacuation and emergency communications plans, including who will have authority to execute the plans and/or to evacuate the facility;
5. Evacuation routes, means of transportation and use of alternate care facilities and service providers, (such as pharmacies) with which PROVIDER has emergency care agreements in place;
6. How PROVIDER will assist clients/consumers to individually prepare for an emergency; and
7. How essential care records will be protected, maintained and accessible during an emergency.

A copy of the written plan should be kept at each of PROVIDER's office(s).

B. Providers who offer case management or residential care for individuals with substantial cognitive, medical, or physical needs shall assure at-risk clients/consumers are provided for during an emergency.

XVI. FAIR LABOR STANDARDS COMPLIANCE.

A. **Reporting Adverse Findings.** During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance

Officer results in a final determination that the matter adversely affects PROVIDER's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this Agreement, COUNTY may take such action.

- B. **Appeal Process.** PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.08(20)(c), D.C. Ords.
- C. **Notice Requirement.** PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XVII. INDEMNIFICATION BY PROVIDER.

- A. To the fullest extent permitted by law, PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, agents, volunteers, employees and representatives against any and all liability, claims, losses (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses (including, but not limited to, court costs, as well as fees and charges of attorney(s)) which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, claims, damages, losses, charges, costs, or expenses caused by or arising from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, agents, volunteers, employees or representatives. The obligations of PROVIDER under the paragraph shall apply to liability, claims, losses, damages, costs or expenses arising from any aspect of PROVIDER's personnel policies or practices, because, except as otherwise provided herein, it is understood that COUNTY assumes no control over PROVIDER's business operations, methods or procedures.
- B. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph.
- C. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- D. The requirements of this section are waived where PROVIDER is the State of Wisconsin.

XVIII. INSURANCE.

- A. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of *paragraph XVII*, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement.
 - 1. **Commercial General Liability.**
PROVIDER agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.
 - 2. **Commercial/Business Automobile Liability.**
PROVIDER agrees to maintain Commercial/Business Automobile Liability at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of

endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Professional Liability.

PROVIDER agrees to maintain Professional Liability at a limit of not less than \$1,000,000 per claim with a \$1,000,000 aggregate for all PROVIDER's professional employees. The coverage shall include Unintentional Errors/Omissions Endorsement. There shall be an extended reporting period provision of not less than two years.

4. Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

5. Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

B. PROVIDER Prohibited from Waiving COUNTY's Right to Subrogation: When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance.

C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

D. COUNTY, acting at its sole option and through its Risk Manager, may waive any and all insurance requirements. Waiver is not effective unless in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

E. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

F. The requirements of this section are waived where PROVIDER is the State of Wisconsin.

XIX. LICENSE, CERTIFICATION AND STANDARD COMPLIANCE.

- A. **Service Standards.** PROVIDER shall meet State and Federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement, including all regulations applicable to the expenditure and reporting of funds for services purchased by this Agreement. PROVIDER certifies that it is not debarred, suspended or declared ineligible from participating in federal assistance programs.
- B. **Licenses and Certifications.** Where required by law, PROVIDER must, at all times, be licensed or certified by either the State or County as a qualified provider of the services purchased hereby. PROVIDER shall fully cooperate with licensing and certification authorities. PROVIDER shall submit copies of the required licenses or certifications upon request by COUNTY. PROVIDER shall promptly notify COUNTY in writing of any citation PROVIDER receives from any licensing or certification authority, including all responses and correction plans.
- C. **County Standards.** Where COUNTY wants to apply a specific set of standards to PROVIDER not contrary to state and federal regulations, the same are specified or are specifically referred to in this Agreement.
- D. **Background Checks.** PROVIDER agrees to do background checks for all its workforce, including interns and volunteers, having regular contact with children, the elderly or vulnerable adults, including caregiver background checks where required by law.
- E. **Notification.** PROVIDER shall notify the COUNTY promptly, in writing, if it is unable to comply with any of the above requirements.

XX. NO WAIVER OF RIGHT OF RECOVERY.

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER. The making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

XXI. PATENTS AND INVENTIONS. PROVIDER may elect to retain the entire right, title and interest to any invention conceived or first actually reduced to practice in the performance of this Agreement as provided by 37 CFR 401. In the event any invention results from work performed jointly by PROVIDER and COUNTY, the invention(s) shall be jointly owned.

XXII. PENALTIES.

- A. PROVIDER shall provide immediate notice in the event it will be unable to meet any deadline, including deadlines for filing reports, set by COUNTY. Concurrent with notification, PROVIDER shall submit either a request for an alternative deadline or other course of action or both. COUNTY may grant or deny the request. COUNTY has the prerogative to withhold payment to PROVIDER upon denial of request or until any condition set by COUNTY is met. In the case of contracts that have been renewed or continued from a previous contractual period, COUNTY may withhold payment in the current period for failures that occurred in a previous period.
- B. If COUNTY is liable for damages sustained as a result of breach of this Agreement by PROVIDER, COUNTY may withhold payments to PROVIDER as set off against said damages.
- C. If, through any act of or failure of action by PROVIDER, COUNTY is required to refund money to a funding source or granting agency, PROVIDER shall pay to COUNTY within ten (10) working days, any such amount along with any interest and penalties.

XXIII. RECORDS.

- A. **Open Records Requests.** PROVIDER agrees to assist COUNTY in promptly fulfilling or answering any open records request, in the manner determined by COUNTY, of a record not protected by a law requiring confidentiality that PROVIDER keeps or maintains on behalf of COUNTY.
- B. **Records Retention.** PROVIDER shall retain any record required to be kept on behalf of COUNTY for a period of not less than seven (7) years unless a shorter period of retention is authorized by applicable law or for a longer period of time if required by law. PROVIDER shall preserve Medicaid funded service and billing records for a period of not less than ten (10) years from the last service provided unless a shorter period or retention is specifically authorized by law. This provision survives the term of this contract.
- C. **Records Ownership.**
 - 1. It is understood that in the event this Agreement terminates for any reason, COUNTY, at its option may take ownership of all records created for the purpose of providing and facilitating provision of services under the Agreement.
 - 2. If, as the result of the expiration or termination of this Agreement, PROVIDER discontinues services provided under this Agreement to any client who continues to require such service, COUNTY shall have the right to take immediate physical custody of any of the client's records that are necessary to facilitate the transition of services to another provider of such service, including, but not limited to, all documents, electronic data, products and services prepared or produced by PROVIDER under this Agreement.

XXIV. RENEGOTIATION.

- A. This Agreement or any part thereof, may be renegotiated at the option of COUNTY in the case of: 1) increased or decreased volume of services; 2) changes required by Federal or State law or regulations or court action; 3) cancellation, increase or decrease in funding; 4) changes in service needs identified by COUNTY; 5) PROVIDER's failure to provide monthly services purchased; or 6) upon any mutual agreement. PROVIDER agrees to renegotiate in good faith if COUNTY exercises this option.
- B. Any agreement reached pursuant to renegotiation shall be acknowledged through a written Agreement addendum signed by COUNTY and PROVIDER.
- C. Changes to the number of units purchased under this Agreement pursuant to renegotiation shall be reflected by amendment to the *Program Summary*.
- D. If PROVIDER refuses to renegotiate in good faith as required by this section, COUNTY may either terminate the Agreement or unilaterally adjust payments downward to reflect COUNTY's best estimate of the volume of services actually delivered by PROVIDER under this Agreement.

XXV. TERMINATION, SUSPENSION AND/OR MODIFICATION.

This Agreement may be terminated and/or its terms may be modified or altered as follows:

- A. Either party may terminate the Agreement, for any reason, at any time upon ninety (90) days written notice.
- B. Failure of PROVIDER to fill any of its obligations under the Agreement in a timely manner or violation by PROVIDER of any covenants or stipulations contained in this Agreement shall constitute grounds for COUNTY to terminate this Agreement upon ten (10) days written notice of the effective date of termination.
- C. The following shall constitute grounds for immediate termination:
 - 1. Violation by PROVIDER of any state, federal or local law, or failure by PROVIDER to comply with any applicable state and federal service standards, as expressed by applicable statutes, rules and regulations.
 - 2. Failure by PROVIDER to carry applicable licenses or certifications as required by law.

3. Failure of PROVIDER to comply with reporting requirements contained herein.
 4. Inability of PROVIDER to perform the work provided for herein.
 5. Exposure of a client to immediate danger when interacting with PROVIDER.
- D. In the event of cancellation or reduction of state, federal or county funding upon which COUNTY relies to fulfill its obligations under this Agreement, PROVIDER agrees and understands that COUNTY may take any of the following actions:
1. COUNTY may terminate this Agreement, upon thirty (30) days written notice.
 2. COUNTY may suspend this Agreement without notice for purposes of evaluating the impact of changed funding.
 3. COUNTY may reduce funding to PROVIDER upon thirty (30) days written notice. If COUNTY opts to reduce funding under this provision, COUNTY may, after consultation between PROVIDER and COUNTY's contract manager or designee, specify the manner in which PROVIDER accomplishes said reduction, including, but not limited to, directing PROVIDER to reduce expenditures on designated goods, services and/or costs.
- E. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder or failure of PROVIDER to timely commence the contracted for services, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- F. Termination or reduction actions taken by COUNTY under this Agreement are not subject to the review process set forth in Section XV B of this document.

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SECTION C
(Financial Terms)

XXVI. FINANCIAL PROVISIONS.

A. **Accounting.** PROVIDER shall maintain such records, financial statements and necessary evidences of accounting procedures and practices sufficient to document the funding received and disbursements made under this contract. Accounting records must be supported by such source documentation as cancelled checks/electronic payments, paid bills, bank statements, payrolls, time and attendance records, contract award documentation, etc. PROVIDER shall adhere to the *Wisconsin Department of Health Services and/or Wisconsin Department of Children and Families Allowable Cost Policy Manual(s)*, including revisions and updates and return to COUNTY any funding paid in excess of allowable costs.

B. **Method of Payment.** PROVIDER shall be paid for its services as indicated below.

1. *Monthly Expense Reimbursement:* Expenses incurred by PROVIDER shall be reimbursed by COUNTY on a monthly basis. Requests for payment shall be made on COUNTY's Payment Voucher (Form 014-64-05) and submitted to COUNTY within twenty-five (25) days after the month of service. This provision will be applicable to the following programs:

2. *Unit of Service Reimbursement:* Units of service provided shall be paid by COUNTY on a monthly basis. Requests for payment shall be made on COUNTY's Payment Voucher (Form 014-64-05) or a monthly billing statement and submitted to COUNTY within twenty-five (25) days after the month of service. This provision will be applicable to the following programs:

3. *Monthly Advance Payment with Year End Reconciliation:* PROVIDER shall be advanced equal monthly payments consisting of the annual Agreement amount divided by the number of months covered under this Agreement. The last monthly payment to PROVIDER may be adjusted to actual expenses anticipated for the Agreement term. Request for payment shall be made on COUNTY's Payment Voucher (Form 014-64-05) and submitted to COUNTY by the first of the month previous to the month the payment is to be issued. This provision will be applicable to the following programs:

_____ all programs _____

4. *Other Method of Payment:* This method is described in Schedule B for the following programs:

C. **Alternate Method of Payment.** Notwithstanding the agreed upon method of payment stated above, COUNTY may at its option refuse to advance all or part of any unearned payment otherwise due to PROVIDER if COUNTY reasonably suspects any of the following:

1. PROVIDER has mismanaged any funds provided by COUNTY.
2. Funds in PROVIDER's possession are at risk of being seized by PROVIDER's creditors or other adverse interest.

3. PROVIDER appears incapable of maintaining itself as a going business concern.
4. PROVIDER fails to meet reporting requirements.

D. **Administrative Cost Ceiling.** PROVIDER agrees to keep administrative costs for each program at or below the percentage approved by COUNTY. The approved administrative cost is that percentage most recently approved by COUNTY, whether governed by this year's Agreement or by a previous year's Agreement. No variance in excess of the approved administrative percentage will be allowed unless approved by COUNTY in advance and in writing. In no event will COUNTY approve an administrative cost percentage in excess of 15% of the cost of each program.

E. **Exemptions from Administrative Cost Ceiling.** At the discretion of COUNTY, programs will be exempt from the prescribed ceiling if any of the following applies:

1. The program is 100% administrative, or
2. The program is paid monthly under the unit of service reimbursement method of payment, or
3. The program is 100% funded from medical assistance or another federal source; in such case the administrative expense shall be limited to the requirements of the funding source.

F. **Bond.** At all times during the term of this Agreement PROVIDER shall maintain an employee dishonesty bond in an amount sufficient to hold PROVIDER harmless in the event of employee fraud or defalcation. Said bond shall insure PROVIDER against the loss of funds provided through this Agreement and the loss of client funds to which the PROVIDER or its employees has access through the services provided through this Agreement. PROVIDER shall furnish evidence of having met this requirement upon request by COUNTY.

G. **Budgets and Personnel Schedules.**

1. Programs paid under the unit of service reimbursement method of payment shall be exempt from the requirements of this section.
2. For each program funded by COUNTY, PROVIDER shall prepare a program budget and supporting personnel schedule and submit it to COUNTY for approval within fifty-six (56) days after the effective date of this Agreement. PROVIDER agrees to submit its program budgets and personnel schedules on forms provided by COUNTY and according to guidelines provided by COUNTY. Program budgets and personnel schedules shall be considered approved when signed by both PROVIDER and COUNTY. Upon approval by COUNTY, both the program budget and personnel schedule shall be made a part of this Agreement.
3. Variances in any program account category (categories are: Personnel, Operating, Space, Special Costs, and Other Expense) in excess of \$5,000.00 or 10%, whichever is less, shall not be allowed unless PROVIDER obtains written approval of COUNTY at COUNTY's discretion for good cause shown. Overall program under-spending is not considered a variance.
4. Funds allocated to each program must be used as allocated in accordance with the approved program budget and may not be transferred between programs without the written agreement of COUNTY at COUNTY's discretion for good cause shown.
5. If there is a change in program funding under this Agreement, PROVIDER shall submit a revised budget and personnel schedule, unless waived in writing by COUNTY.
6. In performing services required under this Agreement, PROVIDER shall not exceed either the approved program budget or the staffing level indicated in the approved personnel schedule.

H. **Client Accounts.**

1. Under no circumstances is PROVIDER permitted to commingle funds belonging to clients with PROVIDER's funds. Client funds shall be kept in separate accounts ("Client Accounts") such that all monies can be accounted for at all times, and a monthly accounting shall be made available to each client or his or her legal representative.

2. Client Accounts established pursuant to this section shall be subject to audit at any time during normal business hours and without prior notice.
3. If COUNTY discovers a deficiency in any Client Account or if a formal complaint is filed pertaining to such an account, COUNTY or its representative may withhold from PROVIDER funds equivalent to the sum in dispute until settlement is reached.

I. Collection of Client Fees.

1. COUNTY shall determine which programs operated by PROVIDER are required under Wis. Stats. 46.03(18) to participate in the Wisconsin Administrative Code (DHS 1) Uniform Fee System of charging clients for services provided and inform PROVIDER. PROVIDER shall assume responsibility for the billing and collection of fees, unless specified otherwise in this Agreement.
2. PROVIDER shall not delegate collection of fees to private collection firms without written permission from COUNTY.

J. Deadline for Requesting Cost Variances and Transfers of Funds Between Programs. Requests for approval of cost variances and transfers of funds between programs must be made in writing to COUNTY no later than January 25 of the year following the Agreement year. COUNTY will not consider written requests for further revisions unless they are the result of auditing adjustments detailed in a letter from PROVIDER's auditor and submitted prior to or with the annual audit report.

K. Deposits in FDIC or NCUA-Insured Account. Any payments of monies to PROVIDER by COUNTY for services provided under this Agreement shall be deposited in a financial institution with Federal Deposit Insurance Corporation (FDIC) or National Credit Union Administration (NCUA) insurance coverage. For any balance exceeding FDIC or NCUA coverage PROVIDER must obtain additional insurance.

L. Donations. PROVIDER shall account for donations in accordance with the *Wisconsin Department of Health Services and/or Wisconsin Department of Children and Families Allowable Cost Policy Manual(s)* and other applicable laws.

M. Expense Reports. PROVIDER shall submit expense reports on the form provided by COUNTY. The report shall be submitted on a quarterly basis and is due no later than the 25th of the month following the end of the quarter. COUNTY may require reports more frequently upon thirty (30) day notice. Programs paid under the unit of service reimbursement method of payment shall be exempt from submitting the expense reports described in this paragraph.

N. Financial and Compliance Audit by PROVIDER.

1. PROVIDER, if it receives departmental funding over \$25,000, shall submit a copy of its agency-wide annual audit to COUNTY within one hundred eighty (180) days of the end of its fiscal year. In determining the amount of annual funding provided by the COUNTY, the PROVIDER shall consider funds provided through all direct contracts with the COUNTY. If PROVIDER receives department funding less than \$100,000, it may request a waiver of this requirement.
2. Audit Requirements: The audit shall be performed on behalf of PROVIDER by an independent certified public accountant and shall be conducted in accordance with generally accepted auditing standards, Wisconsin Statute Section 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office and the applicable state and federal regulations and guidelines, including but not limited to:
 - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapters 1 and 2;
 - b. The State Single Audit Guidelines;
 - c. State of Wisconsin's Department of Health Services Audit Guide;
 - d. State of Wisconsin's Department of Children and Families Provider Agency Audit Guide.

3. When required, the audit shall include the following items:
 - a. Financial Statements of the overall agency, including the independent auditor's opinion on the statement.
 - b. Schedule of Findings and Questioned Costs, Schedule of Prior Audit Findings, Corrective Action Plan and the Management Letter (if issued).
 - c. Report on Compliance and a Report on Internal Control over Financial Reporting based on an audit performed in accordance with Government Auditing Standards.
 - d. Report on Compliance with Requirements Applicable to the Federal and State Program and a Report on Internal Control over Compliance in Accordance with the Program-Specific Audit Option.
 - e. A Supplementary Cost Reimbursement Award Schedule identifying expenses and revenues by funding source and program, including the independent auditor's opinion on the supplementary schedule. This schedule shall be presented in a worksheet format with programs and funding sources as columns, revenues and expenses as line items, with expenditures reflected by category as defined by COUNTY as allocated between "administrative" and "program" categories, and an excess or deficit computed at the foot of each column. Expenditure categories shall include: Personnel, Operating, Space, Special Costs, and Other Expenses.
 - f. For each program funded by COUNTY, a supplementary schedule in the form of a final expense report as prescribed by COUNTY, including the independent auditor's opinion on the supplementary schedule.
 - g. Allowable Profit Schedule if PROVIDER is a for-profit entity and a Reserve Schedule if the PROVIDER is a non-profit entity, if applicable.
4. Where the Agreement period and PROVIDER's fiscal year do not coincide, the audit shall include a bridging schedule by program identifying expenses to the Agreement period. "By program" means that the bridging schedule must show each program individually.
5. The PROVIDER must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The PROVIDER shall permit appropriate representatives of the COUNTY to have access to the PROVIDER's records and financial statements as necessary to review the PROVIDER's compliance with Federal and State requirements for the use of the funding. Having an independent audit does not limit the authority of the COUNTY to conduct or arrange for other audits or review of Federal or State programs. The COUNTY shall use information from the audit to conduct its own reviews without duplication of the independent auditor's work.
6. The auditor shall make audit work papers available upon request to the PROVIDER, the COUNTY or its designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.
7. COUNTY shall comment on the audit in writing to PROVIDER within one hundred eighty (180) days of when the audit is due or received whichever is later. COUNTY shall identify in writing to PROVIDER those findings or recommendations in the audit which shall require a written response and plan of corrective action by PROVIDER.
8. PROVIDER understands and acknowledges that all auditing requirements survive the Expiration Date of this Agreement. If this contract terminates or is assigned with COUNTY's permission to another entity before the expiration date, these audit provisions shall be due within 120 days of the termination or assignment.

O. Final Settlement Where County Pays PROVIDER's Costs.

1. If this Agreement employs Method of Payment under sub term B., paragraphs 1., 3. or 4. above, COUNTY shall pay the lesser of net audited expenses or the annual Agreement amount on a per program basis. Net audited expenses shall be determined as follows:
 - a. As required by the terms of this Agreement, PROVIDER shall submit an audit, which shall include a supplementary schedule identifying expenses and revenues by funding source and by program. Where there are other revenues in COUNTY program columns of the audit, except for interest and dividends, the revenues shall be deducted from the expenses in those columns to give the net expense to COUNTY.
 - b. In the event the audit requirement is waived by COUNTY, PROVIDER shall provide COUNTY an unaudited supplementary schedule by program showing net county-funded expenditures by category (i.e., Personnel, Operating, Space, Special Costs, and Other Expense) compared to the most recently approved program budget for this Agreement, which shall be submitted to COUNTY no later than January 25 of the year following the Agreement year. Said schedule shall include an actual vs. budget analysis of expenditures as allocated between "administrative" and "program". The percentage actual expenses vary from the budget shall be calculated and displayed for each account category. This schedule shall be submitted on the form provided by COUNTY and COUNTY shall pay the lesser of unaudited expenses or the annual Agreement amount on a per program basis.
 - c. On a per program basis, any account category or administrative cost variance not approved by COUNTY will be considered an overpayment and PROVIDER shall reimburse any such amount to COUNTY within ten (10) working days of notification. Overall program under spending is not considered a variance issue.
 - d. If PROVIDER is a nonprofit organization, it may not keep excess revenue over the approved program budget described in Section C, term XXVI, sub term G.2.
 - e. If PROVIDER is a profit organization, Final Settlement on a per program basis, excluding Systems Management programs, shall be the lesser of audited expenses plus four percent (4%) of audited expenses less related revenue or the *Maximum Cost* as stated on page one of this Agreement.
 - f. PROVIDER must claim any alleged underpayment by COUNTY by the time of final settlement or such claims are waived.
2. If this Agreement employs Method of Payment under sub term B., paragraph 2. Unit of Service Reimbursement above, COUNTY shall pay the lesser of net audited expenses or the annual Agreement amount on a per program basis. Net audited expenses shall be determined as follows:
 - a. In the event the audit requirement is waived by COUNTY, PROVIDER shall provide COUNTY an unaudited supplementary schedule identifying reserves (non-profit organization) or allowable profit computation (profit organization) by funding source and by program.
 - b. If PROVIDER is a profit organization, final settlement on a per program basis, shall be audited expenses plus five percent (5%) of audited expenses less related revenue.
 - c. If PROVIDER is a non-profit organization, final settlement on a per program basis, shall be in accordance with Wis. Stat. 46.036(5m).

P. Notice of Financial Instability. PROVIDER shall give COUNTY immediate notice of any of the following events:

1. That PROVIDER is unable to meet its financial obligations to its employees, to the state or federal governments, or to any creditor.
2. That PROVIDER has written a check drawn on insufficient funds.

3. That PROVIDER has received notice that it has been sued or that a lawsuit against PROVIDER is pending.
 4. That PROVIDER has filed a bankruptcy action.
 5. That PROVIDER has sustained or will sustain a loss for which it has insufficient financial resources.
 6. That PROVIDER has ceased doing business or sold the business contracted for in this Agreement to another entity.
 7. Any other event that impedes PROVIDER's ability to perform under this Agreement.
- Q. **Organizations with Religious Affiliations.** No portion of funds under this Agreement may be used to support or advance religious activities.
- R. **Overpayment.** Any overpayment due COUNTY shall be paid within ten (10) working days of notification. PROVIDER understands that time is of the essence with respect to repayments and agrees that if PROVIDER fails to timely submit repayment, COUNTY may withhold payment due from either a previous year Agreement or the current year Agreement.
- S. **Purchased Equipment.**
1. Any asset with an acquisition cost in excess of \$5,000 must be capitalized. PROVIDER shall make requests for any exceptions to this policy in writing to the Fiscal and Management Services Administrator for COUNTY. These requests shall be made prior to the purchase of any such asset.
 2. If COUNTY approves an exception under sub. (1), above, and any assets are expensed to COUNTY, said assets shall become the property of COUNTY upon termination or non-renewal of this or any extension or future Agreement.
 3. Any item capitalized on PROVIDER's books and depreciated to COUNTY shall remain the property of PROVIDER.
 4. PROVIDER agrees to maintain records that clearly identify all items expensed or depreciated to COUNTY and shall provide those records to COUNTY upon request. Where the records are unclear, it shall be assumed that COUNTY is the owner of the property upon termination or non-renewal of the Agreement.
- T. **Purchase of Computer Equipment.**
1. Any of PROVIDER's hardware intended to link with the COUNTY network, shall meet Dane County Department of Administration, Management Information Services standards in effect at the time the linkage is desired.
 2. PROVIDER shall be responsible for the costs associated with connectivity hardware and software, including, but not limited to, installation of data lines and associated monthly costs, port patch panels (hubs), patch cables, network interface cards and network software.
 3. PROVIDER shall be responsible for all maintenance of its computer equipment. Dane County Department of Administration, Management Information Services shall be responsible for maintenance of the network.
 4. PROVIDER shall be responsible for completing and submitting current and accurate COUNTY Security Access forms to the COUNTY, or its designee, for all staff who will be logging on to a Dane County network. It is PROVIDER's responsibility to ensure accuracy of said Security Access forms. COUNTY has the discretion to refuse access to the network for any reason.

SECTION D

(Reporting and Evaluation Requirements)

XXVII. REPORTS AND EVALUATION.

- A. **Audits and Contract Reviews.** PROVIDER agrees to submit to such random audits by COUNTY as COUNTY may request. Unless a violation of State, Federal or local law is alleged, COUNTY will give no less than ten (10) working days notice before a review or monitoring procedure. COUNTY's review and monitoring responsibilities under the terms of this Agreement may include, but are not limited to: Agreement compliance, certification

status, financial expenditures, reporting requirements, units of service provided, Affirmative Action Plan, Civil Rights Compliance Plan, American Disability Act Compliance, on-site visits by COUNTY staff and/or county board members, or both, interviews with program consumers, families and guardians, interviews with direct service and management personnel. The State and/or Federal government may also conduct program reviews in connection with their financial oversight functions. PROVIDER agrees to cooperate with COUNTY, State and Federal governments in these reviews.

- B. **Client Reporting.** PROVIDER shall submit monthly client registration and/or client service participation reports in a format provided by COUNTY. Reports for January through November are due on the tenth of the following month. The December report is due no later than January 5.
- C. **Copies to be Supplied.** Copies of any evaluative information obtained by PROVIDER during the year, such as, outside evaluation or accreditation will be submitted to COUNTY at the time received.
- D. **Data Gathering.** PROVIDER will cooperate with COUNTY and other providers to define common data elements to be reported to COUNTY to assist in developing baseline data about program delivery, efficiency, and effectiveness.
- E. **Evaluation Compliance.** PROVIDER will comply with all COUNTY requirements regarding program evaluation COUNTY deems required under Wis. Stats. 46.23(6m)(g).
- F. **Quarterly Report.** PROVIDER will report, in a format as required by COUNTY, to COUNTY's designee on a quarterly basis, beginning on May 1. The final report shall be provided on April 1 of the following year. Reports shall include:
 - 1. Information on client waiting lists.
 - 2. Quantity of services by Agreement/client category.
 - 3. Progress or problems in achieving Agreement goals and performance outcomes.
 - 4. Progress or problems associated with overall PROVIDER operations.
 - 5. Other information as may reasonably be required by COUNTY.
 - 6. The fourth quarter report will also include a description of:
 - a. Agency and program objectives for that year;
 - b. Achievement of or progress toward those objectives;
 - c. Problems encountered in meeting the objectives.
 - 7. Reports on services provided in specific geographical areas as identified to PROVIDER by COUNTY.
- G. **Timeliness.** PROVIDER understands that time is of the essence with respect to all reports and agrees to make all reports in a timely manner as provided below, and agrees that if PROVIDER fails to timely submit any report due under the terms of this Agreement, COUNTY may withhold payment until such report is provided, including payment due from either a previous year or the current year.
- H. **Reporting Requirements.** PROVIDER understands and acknowledges that all reporting requirements survive the *Expiration Date* of this Agreement.

SECTION E

(Contract Construction and Legal Process)

XXVIII. CONTRACT CONSTRUCTION AND LEGAL PROCESS.

- A. **Choice of Law.** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
- B. **Copies Valid.** This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum

thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

- C. **Construction.** This Agreement shall not be construed against the drafter.
- D. **Counterparts.** The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
- E. **Entire Agreement.** The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- F. **Execution.** This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.
- G. **Limitation of Agreement.** This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees or subcontractors of either of the parties. Except, where PROVIDER intends to meet its obligations under this or any part of this Agreement through a subcontract with another entity, PROVIDER shall first obtain the written permission of COUNTY; and further, PROVIDER shall ensure that it requires of its subcontractor the same obligations incurred by PROVIDER under this Agreement.
- H. **Severability.** The invalidity or un-enforceability of any particular provision of this Agreement shall not affect the other provisions herein, and this Agreement shall be construed, in all respects, as though all such invalid or unenforceable provisions were omitted.
- I. **Venue.** Venue for any legal proceedings shall be in the Dane County Circuit Court.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Date Signed: _____ Signature: _____

Print Name and Title of Authorized Agent: _____



Date Signed: _____ Signature: _____

Print Name and Title of Authorized Agent: _____

IF PROVIDER'S BUSINESS OFFICE IS LOCATED OUTSIDE OF THE STATE OF WISCONSIN:

PROVIDER'S Registered Agent: _____

Agent's Address: _____

FOR COUNTY:

Date Signed: _____

SHAWN TESSMANN, Director of Human Services
(when applicable)

Date Signed: _____

JOE PARISI, County Executive
(when applicable)

Date Signed: _____

SCOTT MCDONELL, County Clerk
(when applicable)

rev. 9/17/19

Program Summary Form

Created: 10/4/2019	Contract #: 84740	Provider: Village of McFarland
Revised:	Division: Adult Community Services	Funding Period: January 1, 2020 through December 31, 2020

Contract Maximum Service Costs: Subject to the provisions specified elsewhere in this contract, the following summarizes and sets forth the rates and maximum payments available for services under this contract.

	Program Number	Program Group	Org. #	Obj. #	Program Name	SPC	# of Clients	# of Slots	Unit Cost	Unit Quantity	County Cost	Other Revenue*	Total Cost	Reporting
a.	4368	4368	41000	35604	Case Management	604	179	0	\$ 95.33	583	\$ 55,613	\$ -	\$ 55,613	Monthly 610 & QTR Rpts
b.														
c.														
d.														
e.														
f.														
g.														
h.														
i.														
j.														
Total											\$ 55,613	\$ -	\$ 55,613	

The section below is to be used to further define the information above.

*Other Revenue-Include here the source and related amount for each program:

a.	Funding reflects allocation based on Case Management formula using 2010 census & current ACS data. 1 unit of service = 1 hour of case management service. Funding: County Tax Levy. Includes additional 3% COLA increase (\$1,504) and \$3,988 program increase from the County Exec's budget.													
b.														
c.														
d.														
e.														
f.														
g.														
h.														
i.														
j.														

Standard Program Category (SPC) Code Description:

a. 604 = casemanagement
b.

c.
d.

e.
f.

g.
h.

j.
k.

Contract Manager(s)/Programs: Cheryl Batterman

Accountant(s)/Programs: Mary Jacobson

Village of McFarland
2020 SCHEDULE A PROGRAM REQUIREMENTS
Client-Centered Case Management Services
Program 4368

- A. **Description of Services to be Purchased:** SPC 604 Case Management. This program funds professional and confidential client-centered case management services that are culturally and linguistically appropriate to financially eligible clients, age 60+ who live in Dane County. Financially eligible is determined as falling below 240% of the Federal Poverty Level. This program shall assess the needs of the client and, when appropriate, the client's family and plan, implement, coordinate, monitor, evaluate, and advocate for options and services to meet an individual's needs and preferences. Client-centered case management is based on the recognition that a trusting and empowering direct relationship between case manager and client is essential to facilitate a client's use of services along a continuum of care and to restore or maintain independent functioning to the fullest extent possible. It requires the case manager to develop and maintain a professional relationship with the client, which may include linking the client with systems that provide needed advocacy, services, resources, and opportunities. The focus of case management is client centered, recognizing the importance of each client's interests, worth, and right to self-determination and confidentiality.
1. **Service Location:** PROVIDER shall provide Client-Centered Case Management Services in the residence of the senior adult. Clients may also receive the service over the telephone or walk into the PROVIDER'S office at 5915 Milwaukee St, McFarland, WI 53558.
 2. **Persons to be Served:**
 - a. **Target Population:** To be eligible for this service, a client must reside in the Village of McFarland, Village of Cambridge, Village of Rockdale, Town of Dunn, Town of Pleasant Springs, or Town of Christiana.
 - b. **Eligibility Requirements:** The client must be age 60 (or older), live in his/her own home, apartment, or home of a family member, and fall below 240% of the Federal Poverty Level. Clients eligible for Targeted Case Management (e.g., Medical Assistance) or for case management paid for by any Waiver program (e.g., Family Care, IRIS, Partnership) are not eligible for case management under this program. Three exceptions are allowed: clients requesting a home-delivered meal assessment/clients requiring a home-delivered meal reassessment, Medicare Part D enrollment assistance, and/or referrals from DCDHS Adult Protective Services.
 3. **Funding Source:** PROVIDER shall comply with all federal, state, and COUNTY requirements related to the funding source(s) for this program. Funding source is COUNTY GPR.
 4. **Units of Service:** A unit of service is defined as one hour of paid staff time providing Client-Centered Case Management Services.

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B. Program Specifications

1. Service Specifications:

- a. **Referrals:** Referrals to the client-centered case management program come from individual older adults or their families, neighbors or friends, social service agencies (to include ADRC & APS), medical clinics, clergy, hospitals, first responders, skilled nursing facilities, or other professionals. During the referral process, the PROVIDER shall gather initial information from the potential client in order to determine what assistance is needed and verifies the client resides within the PROVIDER's defined service area, is not currently case managed under another program, and does not reside in an assisted-living facility, nursing home, or CBRF.
- b. **Assessment:** Assessment shall be conducted during an initial telephone call and/or face-to-face meetings, and information shall be gathered to determine whether the person needs on-going case management services. If appropriate, Client Intake and Functional Assessment forms shall be initiated. Requests for services shall be followed-up in a timely manner to determine eligibility for client-centered case management services.
- c. **Open Case:** PROVIDER shall open a case by completing the following:
 1. The case manager has a face-to-face meeting with the client, in the client's home*;
 2. The case manager determines on-going case management is needed;
 3. The client is financially eligible to receive case management services;
 4. The Client Intake and Functional Assessment Forms are complete;
 5. A Case Management Service Plan is developed with the client, approved by the client, and a copy offered to the client;
 6. A course of action for service is initiated; and
 7. A completed DHS 600 Client Registration Form is submitted to obtain a new client number.

*A case can be initially opened without a home-visit, but must be completed within three months of providing case management services. Exceptions to this must be approved by the PROVIDER director (or designated staff member).

PROVIDER shall provide proof of client services through case notes. Case notes are documented proof the client has received service from the case manager. Case notes shall reflect the service plan developed with the client. A case shall remain open as long as the needs of the client are being met with the service plan. An open case shall involve continued contact with the case manager to include an annual reassessment. Three exceptions are allowed: case managers shall open cases when providing home-delivered meal assessments/clients requiring a home-delivered meal reassessment, Medicare Part D enrollment assistance even if this is the only service provided to the client, and/or after receiving referrals from DCDHS Adult Protective Services.

- d. **Reportable Hours:** PROVIDER shall report specific, identifiable services for each client on the Dane County Monthly Client Service Report (610 Form). All reportable activities shall also be documented in case notes and shall include the amount of time spent on the activity to the nearest quarter of an hour. (The client doing something for

himself/herself is not reportable client-centered case management time.) Examples of case manager reportable services include but are not limited to time spent:

- Traveling to and from a client's home
 - Arranging for medical services
 - Arranging for home-delivered meals
 - Assisting in the completion of forms of some type
 - Arranging for client transportation
 - Arranging for home chore service
 - Providing specific information
 - Acting as an advocate on behalf of the client
 - Contacting family members and/or professionals to gather information
 - Providing information on public benefit program eligibility and assisting clients with applications and enrollment (e.g., Social Security, Medicare, Medicaid, FoodShare, and others)
 - Coordinating housing for clients
 - Engaging in activities directly related to meeting the goals of the client's service plan
 - Providing Medicare Part D enrollment assistance/Plan Finder Reviews
 - Completing case notes
 - Documentation and record keeping management
- e. **Reporting:** PROVIDER shall report specific, identifiable services for each client on the Dane County Monthly Client Service Report (610 Form). This form shall be completed and emailed using encrypted software to Dane County Human Services by the dates indicated in Schedule C. Electronic documents sent by email shall include the standard confidentiality statement. Case managers shall securely maintain appropriate and up-to-date documentation in support of the monthly reports requested by the COUNTY. The hours reported on the monthly 610 form for each client shall match/equal the hours of service documented in case notes.
- f. **Closed Case:** The client-centered case management program has no time limit for a person to receive the service. In each case, the file shall be closed and be removed from the open case history count until reopened, or shall be archived for a period no less than seven (7) years. A case manager making a yearly phone call to a client to see how he/she is doing shall not be used to keep the case file open. The case manager shall close the file when the client withdraws from the program and/or the client's needs have been met. Cases shall be closed by the PROVIDER when any of the following events occurs:
1. There is no activity on a client file for a period of one year; or
 2. The client withdraws from the program or no longer needs client-centered case management services; or
 3. The client enrolls in a Family Care model (e.g., Family Care, IRIS, Partnership); or
 4. The client enters an assisted-living facility, nursing home, or CBRF; or
 5. The client moves to a residence outside of Dane County; or
 6. The client dies.
- g. **Information & Assistance (I&A):** This program provides information to the general public about services, resources, and programs in areas such as: disability and long-term care related services and living arrangements, health, adult protective services,

employment and training for people with disabilities, transportation, home maintenance, and nutrition. While the COUNTY prefers to refer consumers seeking I&A to the Aging and Disability Resource Center (ADRC) of Dane County, it is aware consumers may access this type of assistance through the PROVIDER. This activity outside of on-going client-centered case management is not funded by the COUNTY. ADRC I&A activities are not to exceed a period of 90 days and are thus not considered on-going client-centered case management services.

2. **Frequency of Contact:** PROVIDER shall maintain and document contact with each client at least once during the year.
3. **Service Hours/Days:** PROVIDER shall maintain program service hours Monday through Friday 8 am-4:30 pm, and other hours by appointment.
4. **Length of Service:** This program has no time limit for a client to receive the service.
5. **Capacity/Waiting List:** PROVIDER shall give priority to senior adults most at risk; this includes victims of elder abuse and neglect, older adults experiencing imminent homelessness, and persons with dementia. A waiting list will occur when the PROVIDER is unable to contact a client within 10 business days of the initial referral to schedule a face-to-face meeting. PROVIDER shall maintain a waiting list, including a description of the client's current situation, notify COUNTY when a waiting list occurs, and provide COUNTY with monthly updates with the number of seniors on the list and the length of time before case management services will commence.
6. **PROVIDER Responsibilities:** During the term of this Agreement, PROVIDER shall:
 - a. Require case management staff to adhere to the National Association of Social Worker's Code of Ethics, Dane County Client-Centered Management Standards, and Dane County Client-Centered Case Management Policy & Procedures and Logic Diagram;
 - b. Require at least one case management staff member attend COUNTY coordinated case management trainings;
 - c. Require all case management staff attend an Ethics and Boundaries course each year, hosted and funded by the COUNTY or another National Association of Social Workers (NASW) accredited course approved by the COUNTY and funded by the PROVIDER;
 - d. Require PROVIDER director (or designated staff member) to attend COUNTY coordinated Focal Point Director meetings;
 - e. Report specific, identifiable services for each client/consumer on the Dane County Monthly Client Service Report (610 Form). All reportable activities shall also be documented in case notes and shall include the amount of time spent on the activity to the nearest quarter of an hour. This form is to be completed and emailed to Dane County Human Services by the dates indicated in Schedule C. The hours reported on the monthly 610 form for each client/consumer shall match/equal the hours of service documented in case notes;
 - f. Require case management staff to complete and submit a Quarterly Client-Centered Case Management Report to the COUNTY as described in Schedule C;

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- g. Require case management staff to include the standard confidentiality statement in all electronic documents sent by email;
- h. Require case management staff to offer their clients an opportunity to receive an injury prevention/home safety assessment and assistance in eliminating home safety dangers;
- i. Require case management staff to provide information on public benefit program eligibility and assist clients with applications and enrollment (e.g. Social Security, Medicare, Medicaid, FoodShare, and others);
- j. Require case management staff to provide their clients a directory that includes the telephone numbers for the Aging and Disability Resource Center of Dane County, Dane County Emergency Management's Disaster Preparedness Registry, Domestic Abuse Crisis Line, Elder Abuse Helpline, Home Safety Assessment, Mental Health 24-hour Crisis Line, and Senior Focal Points;
- k. Require case management staff to conduct home-delivered meal eligibility assessments within four (4) weeks of start of service. Reassessments will be completed at least annually for ongoing participants and more frequently as necessary to determine continued eligibility. The assessment/reassessment will be forwarded to the appropriate home-delivered meal provider;
- l. Require case management staff to conduct Medicare Part D enrollments and provide Medicare counseling for new beneficiaries;
- m. Require case management staff to provide case management services to clients referred by DCDHS Adult Protective Services to address the specific issue(s) reflected in the referral;
- n. Complete and submit an annual Emergency Planning Guide by the date indicated in Schedule C; and
- o. Require case management staff to follow COUNTY Supportive Home Care (SHC) Program Guidelines when providing this service to clients.

7. **COUNTY Responsibilities:** During the term of this Agreement, COUNTY agrees to:
- a. Facilitate case management trainings for PROVIDER's case management staff;
 - b. Provide all standardized client-centered case management forms and reporting mechanisms to the PROVIDER; and
 - c. Provide funding for this program (as indicated on the Program Summary Form).

C. Program Evaluation

1. **Goals:** The goal of the client-centered case management program is to provide financially eligible older adults in Dane County the support they need to achieve and maintain optimum independence in their community through the assessment of need and the coordination and monitoring of community-based services. Client-centered case management optimizes client functioning by a thorough assessment of needs. Using this assessment, the case manager and the client work together to develop a plan that provides services in the most culturally appropriate, efficient, and effective manner. Client-centered case management rests on a foundation of professional training, values, knowledge, theory, and skills used in the service of attaining goals that are established in conjunction with the client and the client's family and/or significant individuals, when

appropriate. Client-centered case management is ongoing, and includes the following specific goals:

- a. Promote and enhance, when possible, the skills of the client in accessing and utilizing supports and services
- b. Use the capacities of social networks and relevant human services providers to promote the functioning and well-being of the client to enable their independence
- c. Monitor service effectiveness while providing services and supports in the most efficient manner possible
- d. Create and/or promote formal and informal systems to provide the client with resources, services, and opportunities

2. Performance Indicators: The following measures shall be used to evaluate program effectiveness:

- a. PROVIDER shall serve a minimum number of unduplicated clients with client-centered case management services in 2020 (as indicated on the Program Summary Form);
- b. PROVIDER shall provide a minimum number of service hours of client-centered case management services in 2020 (as indicated on the Program Summary Form); and
- c. Compliance shall also be measured by timely submission of required reports as described in Schedule C.

D. Other Requirements:

1. COUNTY may withhold monthly payment in the event of contract non-compliance.
2. The mission of the Aging and Disability Resource Center of Dane County (ADRC) is to support older adults, adults with disabilities, their families and caregivers by providing useful information, assistance, and education on community services and long term care options.
 - a. PROVIDER may refer individuals seeking information on adult services and long term care options to the ADRC;
 - b. PROVIDER shall cooperate with ADRC staff in developing referral protocols, memorandum of understanding, and other areas related to the ADRC's mission; and
 - c. If PROVIDER has services listed in the database jointly managed by the ADRC and United Way 2-1-1, PROVIDER shall ensure the data is accurate and shall update the data whenever necessary.
3. PROVIDER understands the system of care for its consumers that may include court oversight. PROVIDER is responsible for knowing which of its consumers are subjects of Wisconsin Statutes Chapter 51 Commitments or Settlement Agreements, Chapter 54 Guardianship, Chapter 55 Protective Placement and/or Protective Services and any Probation and Parole orders/rules.
 - a. PROVIDER has the following responsibilities:
 - i. PROVIDER shall maintain the following information in the individual's file or chart as is applicable:
 - 1) The guardian's name, current address, phone number, and e-mail address.

- 2) A copy of the current Determination and Order for Protective Services/ Protective Placement, or other specific court order/rules. PROVIDER shall confidentially maintain these documents.
 - 3) A copy of the Letters of Guardianship specifying the consumer's rights retained and the extent of the guardian's responsibility.
- ii. The PROVIDER shall prepare a Report to the Court when ordered by the Court or requested by the COUNTY.
 - iii. Unless instructed otherwise, PROVIDER shall coordinate necessary supports to ensure consumers can attend required Court Hearings.
 - iv. When requested, PROVIDER shall provide testimony in court hearings.
 - v. To facilitate the acquisition of medical reports required for Court Hearings, the PROVIDER, when requested shall schedule an appointment with the appropriate physician or psychologist and shall take the consumer to the appointment or otherwise assure the consumer's presence at the appointment.
- b. The COUNTY'S Adult Protective Services Unit will, at the PROVIDER'S request, assist the PROVIDER in identifying individuals under Chapters 51, 54, and 55.
 - c. PROVIDER is responsible for meeting any Adult at Risk or Elder Adult at Risk reporting obligations it has pursuant to Wisconsin Statutes Chapters 46 and 55. In addition upon request of the COUNTY, PROVIDER will assist the COUNTY in investigating Adult at Risk or Elder Adult at Risk referrals received by the COUNTY regarding any consumer the PROVIDER serves in consultation with the COUNTY Contract Manager or designee and the COUNTY's Adult Protective Services Unit.

10/11/19
CLB

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Program Summary Form

Created: 10/7/2019	Contract #: 84740	Provider: Village of McFarland
Revised:	Division: Adult Community Services	Funding Period: January 1, 2020 through December 31, 2020

Contract Maximum Service Costs: Subject to the provisions specified elsewhere in this contract, the following summarizes and sets forth the rates and maximum payments available for services under this contract.

	Program Number	Program Group	Org. #	Obj. #	Program Name	SPC	# of Clients	# of Slots	Unit Cost	Unit Quantity	County Cost	Other Revenue*	Total Cost	Reporting
a.	1236	6514	41341	35401	Nutrition	401	58	0	18.69	351	\$ 6,558	\$ -	\$ 6,558	Nut.Report
b.	12670	6514	41342	35401	Home Delivered Meal Nutrition	402	108	0	18.69	819	\$ 15,303	\$ -	\$ 15,303	SAMS
c.											\$ -	\$ -	\$ -	
d.											\$ -	\$ -	\$ -	
e.											\$ -	\$ -	\$ -	
f.											\$ -	\$ -	\$ -	
g.											\$ -	\$ -	\$ -	
h.											\$ -	\$ -	\$ -	
i.											\$ -	\$ -	\$ -	
j.											\$ -	\$ -	\$ -	
Total											\$ 21,861	\$ -	\$ 21,861	

*Other Revenue-Include here the source and related amount for each program:

The section below is to be used to further define the information above.

a.	A unit is equivalent to one hour of staff work on congregate meals and related activities. Includes .03 inflation increase. Purchases labor for 2 congregate meal days at Cambridge and no congregate meal days at McFarland.													
	A "unit" is equivalent to one hour of staff work on activities related to home delivered meal management and related activities. Includes .03 inflation increase.													
c.														
d.														
e.														
f.														
g.														
h.														
i.														
j.														

Standard Program Category (SPC) Code Description:

a. 401=Congregate Meals	c.	e.	g.	i.
b. 402= Home Delivered Meals	d.	f.	h.	k.

Contract Manager(s)/Programs: Velasquez	Accountant(s)/Programs: Mary Jacobson
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Village of McFarland
2020 SCHEDULE A PROGRAM REQUIREMENTS
Nutrition & Home Delivered Meal Nutrition
Program 1236 and 12670

- A. **Description of Services to be Purchased: SPC 401 Congregate Meals and SPC 402 Home Delivered Meals.** This program is intended to provide Older American Act (OAA) Senior Nutrition Program (SNP) Site Management of congregate and home-delivered meal (HDM) services in accordance with: (1) Chapter 8. Nutrition Program Operations of the Manual of Policies, Procedures and Technical Assistance for the Wisconsin Aging Group (Wisconsin Bureau of Aging and Disability Resources); (2) Wisconsin Food Code; and (3) Area Agency on Aging of Dane County's Senior Nutrition Program Policies and Procedures.

Senior Nutrition Program Site Management includes coordination and oversight of the following: (1) program outreach targeting low-income, minority, and rural seniors; (2) supervision of a safe and sanitary facility; (3) service of at least 884 meals in a congregate setting (Cambridge meal site) and the delivery of at least 5,020 meals to homebound seniors by trained volunteers; (4) collection and data entry of required participant registration and service delivery data; (5) utilization of a meal reservation system to accurately and timely order meals through the County contracted Caterer; (6) monthly solicitation of donations for home delivered meals utilizing a County approved letter, and (7) the provision of nutrition education and isolation reducing activities for senior adults.

1. **Service Location:** Congregate meals are offered at two locations within the PROVIDER's service area as approved by the COUNTY:
 - a. McFarland Outreach, 5915 Milwaukee Street, McFarland, WI 53558 (M-W-F).
 - b. Cambridge Community Center, 200 Spring Street, Cambridge, WI 53523 or Christiana Municipal Building (T, F)

Home-delivered meals are portioned and packaged at the McFarland Outreach location and delivered by volunteers to eligible persons residing in the Village of McFarland, Village of Cambridge, Village of Rockdale, Town of Dunn, Town of Pleasant Springs, or Town of Christiana.

2. **Persons to be Served:**
 - a. **Target Population:** As required by the OAA, the PROVIDER shall target adults (age 60+) who have the greatest economic or social need with particular attention to low-income minority and rural individuals. PROVIDER will attempt to serve these

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target populations in the same proportion as their incidence in the population of the service area served by the PROVIDER.

b. Eligibility Requirements:

1) For Congregate Meals

- Any individual age 60 and older
- The spouse of an age 60 and over congregate participant—the spouse can be of any age
- A person with a disability, under age 60 who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided
- A disabled individual who resides at home with and accompanies an older individual to the site
- Any nutrition services staff over the age of 60
- Volunteers under or over age 60

2) For Home-Delivered Meals (HDM)

- Any individual age 60 and over who is frail and essentially homebound by reason of illness, disability, or isolation
- A spouse of a person eligible for a HDM as described above, regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual
- An individual with a disability who resides at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual
- Non-elderly individuals with disabilities who reside at home with older individuals are eligible to receive home delivered meals on a contribution basis

3. Funding Source: PROVIDER shall comply with all federal, state, and COUNTY requirements related to the funding source(s) for this program.

4. Units of Service: A unit of service is defined as one hour of paid staff time working on the provision of meals at congregate meals sites and/or for home-delivered meals.

B. Program Specifications

1. Service Specifications:

- a. The meals for this program shall be provided by a caterer as decided by the COUNTY unless otherwise specified in this contract.

- b. PROVIDER shall coordinate and oversee daily nutrition program operation at the congregate site as well as the packaging and delivery of home-delivered meals subject to COUNTY contracts with caterers in accordance with Chapter 8: Nutrition Program Operations and the Wisconsin Food Code.
- c. PROVIDER is responsible for ordering congregate and home-delivered meals from the caterer contracted by the COUNTY by 1:15 PM on the business day before the meal is to be provided. Special holiday meals include St. Patrick's Day, Veteran's Day, Thanksgiving and Christmas. Meals for these holidays must be ordered by 1:15 PM three (3) days in advance of the meal. When PROVIDER anticipates serving 10 more meals than normally served on any given day or for a special event, PROVIDER will provide the caterer with advance notice of estimated meals needed at least 5 business days prior to the event and final numbers 3 days prior to the special event meal. PROVIDER will notify caterer 2 days in advance if the meal order will be 10 meals or more fewer than the normal daily meal order. Individual consumers can reserve their meal by calling a local number operated by PROVIDER that is publicized in the community.
- d. PROVIDER shall work cooperatively and remain respectful in all communications with catering staff and delivery drivers under contract for the site. PROVIDER shall work cooperatively on the following activities:
 - 1) Reserving the meal in advance of serving, as agreed upon by the caterer;
 - 2) Contacting caterer by telephone prior to 7:30 am on any day the meal needs to be cancelled due to weather or other emergencies;
 - 3) Monitoring and recording temperatures as taken by the catering staff upon food delivery to ensure food safety at time of delivery;
 - 4) Keep pathways open and accept the delivery of all food prior to starting the packaging and moving of foods in order to expedite the delivery of food.
 - 5) Determining the level of consumer satisfaction with quality of food, special diet requests, special menus for special occasions, and other issues as they arise which are related to the meal; and
 - 6) Administering COUNTY approved customer satisfaction surveys as requested.
- e. Immediate problems requiring resolution, such as food shortages or preparation issues, shall be discussed by the PROVIDER directly with the caterer in accordance to the caterer contact instructions. PROVIDER shall report immediately, in writing via email to the COUNTY contracted Nutritionist, all instances of food shortages, improper temperatures, food waste, or complaints regarding the quality of the food received from the COUNTY contracted caterer

so that these issues can be proactively addressed by the COUNTY with the caterer. If the site is shorted portions of food items to complete each meal ordered, they should contact the caterer immediately upon notice of shortage. Caterer must be provided an opportunity to correct the shortage, within 15 minutes post serving time. If the shortage is not repaired, PROVIDER shall immediately report shortage of portions/number of incomplete meals for billing purposes to the COUNTY Nutrition Director.

- f. PROVIDER shall ensure the site's kitchen, dining area, utensils, dishware, HDM carriers, and food storage facilities are maintained in a sanitized condition at all times.
- g. PROVIDER shall ensure food handling and storage is conducted in accordance with food safety regulations of the Wisconsin Food Code, Chapter 8 Nutrition Program Operations and additional Dane County Senior Nutrition Program policies and procedures. PROVIDER will cooperate with all required on-site inspections and make needed corrections required by the COUNTY contracted Nutritionist or by the Public Health Department, depending on the type of license or certification held by the site's kitchen.
- h. PROVIDER shall:
 - 1) Employ a ServSafe certified Food Service Manager (certification must be received within first 90 days of employment and be renewed every 5 years); and ensure a ServSafe certified individual is on-site any day a meal is served;
 - 2) Require any other nutrition program staff to be certified in Serving Safe Food;
 - 3) Require all staff complete a minimum of six (6) hours of annual food safety training as described by Chapter 8: Senior Nutrition Program Operation guidelines and approved by the COUNTY; volunteers in direct contact with food shall complete a minimum of six (6) hours of annual food safety training as well; and
 - 4) Require staff attendance at regional annual training as convened by the COUNTY. A representative of the PROVIDER and/or site shall attend the four regularly scheduled Nutrition Program Site Manager/Directors meetings during the year. Training records for staff and volunteers shall be kept by PROVIDER.
- i. PROVIDER shall encourage all participants to contribute toward the cost of the meal and a confidential mechanism shall be established by the PROVIDER that

provides a person the privacy to make the donation they determine that they can afford (including none); all signs regarding donations or other signs required by the COUNTY will be maintained and posted in a visible manner. PROVIDER shall provide a County approved, written monthly home delivered meal donation letter to each person receiving home delivered meals. All outreach materials, to include monthly newsletters, shall state "The suggested minimum donation is \$4.00. Please contribute the amount you can afford." Persons under the age of 60 must pay full cost of meal and a record of under age 60 meals must be kept (see Requirements and Exceptions in 2004 Donation Best Practice document).

- j. PROVIDER shall initially interview all home-delivered meal participants to assess:

- 1) Eligibility for home-delivered meals;
- 2) Need for other services and/or information; and
- 3) Level of nutritional risk

An in person visit and written personal assessment shall be completed no later than four (4) weeks from the beginning of meal service. If eligible, participants shall have their eligibility reassessed at least once per year and more frequently if the meal provision is indicated for less than one year at the time of assessment.

- k. PROVIDER shall have all meal program participants complete a program registration and nutrition risk assessment at the onset of participation and at least annually thereafter. PROVIDER shall enter this information in the SAMS data system within the first 30-days of service and within 30 days of reassessment.

- l. PROVIDER shall ensure home-delivered meal participants receive reputable information about nutrition at least four (4) times (once per quarter) during the year and a record of such activities shall be reported to the COUNTY Nutritionist each month.

- 2. **Service Hours/Days:** PROVIDER shall maintain program service hours of Monday through Friday. The congregate meal shall be served at a consistent time during the middle of the day as determined by the PROVIDER. Home-delivered meals shall be delivered between the hours of 11:00 am and 1:00 pm.

3. **Service Termination:** PROVIDER shall terminate service when an individual voluntarily withdraws from the program or when the participant no longer meets eligibility criteria.
4. **Transportation:** This contract provides no COUNTY-funded transportation for program participants. Home-delivery of meals is arranged by the PROVIDER through the COUNTY-funded Retired Senior Volunteer Program.
5. **Capacity/Waiting List:** PROVIDER shall use the nutrition risk assessment provided by the COUNTY for determining the number of home-delivered meals provided to eligible participants. If PROVIDER believes a waitlist may be necessary due to funding limitations, the PROVIDER shall seek approval from the COUNTY prior to implementing a waitlist.

C. Program Evaluation

1. **Goals:** The goals of the Senior Nutrition Program are:
 - a. To reduce hunger and food insecurity;
 - b. To promote socialization of older individuals; and
 - c. To promote the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention/health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior.
2. **Performance Indicators:** The following measures shall be used to evaluate Nutrition Site Management effectiveness:
 - a. Number of Senior Nutrition Program safety, sanitation, and program standard violations requiring corrective action during annual site inspection by COUNTY contracted Nutritionist shall indicate compliance with Chapter 8: Nutrition Program Operations and Wisconsin Food Code.
 - b. Cost effectiveness shall be measured by the COUNTY by: (1) considering the total program budget and catering contract allowances for meals ordered divided by the number of meals served annually; and, (2) the percent of wasted meals as determined by the COUNTY based on a comparison of the number of meals ordered by the PROVIDER and the number of meals served by the PROVIDER, (3) the provision of at least 15 congregate meals and 20 Home Delivered Meals on average each day.

- c. PROVIDER outreach to targeted populations shall be measured by the total number of participants, total number of meals served to eligible participants, average number of total and congregate meals served per day, and the proportion of those served that are of low-income, minority, and/or rural to the total number of persons served.
- d. Chapter 8 reporting compliance shall be measured by: (1) the number of instances wherein required data is not entered by the PROVIDER into the SAMS data collection software within 30-days of service provided; and, (2) timely submission of required monthly reports as described in Schedule C.

D. Reporting: Refer to Schedule C.

E. Other Requirements:

- 1. Requests for special diet accommodations, with medical orders, and special occasion meals are to be submitted to the COUNTY contracted Nutritionist prior to making arrangements with the COUNTY contracted caterer. The COUNTY contracted Nutritionist shall approve/deny special diet requests and special occasion meals. PROVIDER shall include the following statement on all menus used in the program: All menu items are prepared in kitchens that are not allergen-free. We cannot guarantee that food allergens will not be transferred through cross-contact. No substitutions allowed.
- 2. PROVIDER is responsible for creating a welcoming, non-threatening, enjoyable dining atmosphere for all participants. Participant behaviors that require intervention beyond a verbal warning shall be made known to the COUNTY prior to further disciplinary action. The COUNTY Aging Program Specialist must be consulted prior any action involving suspension from the dining site for any period of time.
- 3. PROVIDER shall clearly post or periodically distribute cards provided by the COUNTY that identify the telephone numbers for the Elder Abuse Helpline.
- 4. The mission of the Aging and Disability Resource Center of Dane County (ADRC) is to support older adults, adults with disabilities, their families and caregivers by providing useful information, assistance, and education on community services and long term care options.
 - a. PROVIDER is invited to refer individuals seeking information on adult services and long term care options to the ADRC;

- b. When asked by the ADRC, PROVIDER shall cooperate with ADRC staff in developing referral protocols, memorandum of understanding and other areas related to the ADRC's mission; and
 - c. If PROVIDER has services listed in the database jointly managed by the ADRC and United Way 2-1-1, PROVIDER shall assure that the data is accurate and shall update the data whenever necessary.
- 5. The PROVIDER shall participate in meetings, as requested by the COUNTY, for the purpose of planning, coordinating, or improving the provision of congregate or home-delivered meal services.
- 6. PROVIDER shall solicit congregate and home-delivered meal consumer satisfaction using the approved State-wide survey provided by the COUNTY at least one time per year.

2020 DCDHS SUBRECIPIENT SCHEDULE

Provider Name: Village of McFarland
 Program Name: Nutrition
 Program Number: 1236

Your contract has been identified as one that potentially contains subrecipient programs as defined by the State and/or Federal government. The following information associated with your contracted program(s) is included to comply with State/Federal subrecipient requirements.

FEDERAL AWARD IDENTIFICATION

Dane County Vendor Number:	8470
Federal Award Identification Number (FAIN):	TBD
Catalog of Federal Domestic Assistance (CFDA) #:	93.045
Amount of Federal Funds Obligated by this Action:	\$6,097
CFDA Name:	Special Programs for the Aging, Title III, Part C, Nutrition Services
State Agency:	State of Wisconsin Department of Health Services, Division of Public Health
Awarding Official:	TBD
Federal Awarding Agency:	Department of Health and Human Services
Federal Award Date:	TBD
Contract Period:	1/1/2020 – 12/31/2020
Award Contains R & D Costs:	No
Indirect Cost Rate for Federal Award:	Not to exceed the Federal de minimis rate of 10%, unless provider has a federally negotiated indirect cost rate.
Requirements Imposed to Ensure Accordance with Federal Statutes:	Title 3C-1 Congregate Meals: Provider shall comply with all federal, state, and county requirements related to the funding source(s) for this program
Requirement to Permit Access to Financial Records:	Dane County Department of Human Services (DCDHS) - County of Dane Purchase of Services Agreement, Section C, XXVI, N. Financial and Compliance Audit by PROVIDER., Pgs. 15-16
Closeout Appropriate Terms and Conditions:	DCDHS - County of Dane Purchase of Services Agreement, Section C, XXVI, O. Final Settlement, Pg. 17
Project Description as Required by Federal Funding Accountability & Transparency Act (FFATA)	To provide grants to States and U.S. Territories to support nutrition services including nutritious meals, nutrition education and other appropriate nutrition services for older adults in order to maintain health, independence and quality of life. Meals and nutrition services are to be served in a congregate setting or delivered to the home, if the older adult is homebound.

2020 DCDHS SUBRECIPIENT SCHEDULE

Provider Name: **Village of McFarland**
 Program Name: Home Delivered Meal Nutrition
 Program Number: 12670

Your contract has been identified as one that potentially contains subrecipient programs as defined by the State and/or Federal government. The following information associated with your contracted program(s) is included to comply with State/Federal subrecipient requirements.

FEDERAL AWARD IDENTIFICATION

Dane County Vendor Number:	8470
Federal Award Identification Number (FAIN):	TBD
Catalog of Federal Domestic Assistance (CFDA) #:	93.045
Amount of Federal Funds Obligated by this Action:	\$2,131
CFDA Name:	Special Programs for the Aging, Title III, Part C, Nutrition Services
State Agency:	State of Wisconsin Department of Health Services Division of Public Health
Awarding Official:	TBD
Federal Awarding Agency:	Department of Health and Human Services
Federal Award Date:	TBD
Contract Period:	1/1/20 – 12/31/20
Award Contains R & D Costs:	No
Indirect Cost Rate for Federal Award:	Not to exceed the Federal de minimis rate of 10%, unless provider has a federally negotiated indirect cost rate.
Requirements Imposed to Ensure Accordance with Federal Statutes:	Title 3C-2 Home Meals: Provider shall comply with all federal, state, and county requirements related to the funding source(s) for this program.
Requirement to Permit Access to Financial Records:	Dane County Department of Human Services (DCDHS) - County of Dane Purchase of Services Agreement, Section C, XXVI, N. Financial and Compliance Audit by PROVIDER., Pgs. 15-16
Closeout Appropriate Terms and Conditions:	DCDHS - County of Dane Purchase of Services Agreement, Section C, XXVI, O. Final Settlement, Pg. 17
Project Description as Required by Federal Funding Accountability & Transparency Act (FFATA)	To provide grants to States and U.S. Territories to support nutrition services including nutritious meals, nutrition education and other appropriate nutrition services for older adults in order to maintain health, independence and quality of life. Meals and nutrition services are to be served in a congregate setting or delivered to the home, if the older adult is homebound.

**VILLAGE OF MCFARLAND
SCHEDULE B - FISCAL**

NUTRITION 1236 AND 12670

As required by the Older Americans Act and the Wisconsin Bureau on Aging, the PROVIDER shall collect nutrition donations from persons who participate in the nutrition program. Persons age 60 and over are not obligated to make a contribution and shall not be required to do so. However, persons age 60 and over should be encouraged to contribute what they can reasonably afford to help defray the cost of the meal. Efforts may be made to increase the average donations, but such efforts should be positive in nature and should not discourage the participation of individuals who are unable to increase the amount of their donation.

All donations collected are the property of the COUNTY and shall be submitted monthly to the COUNTY. Per Wisconsin Bureau on Aging and Disability Resources requirements, collected donations shall be counted daily by two persons, both of whom should sign daily a register verifying the amount collected. The full amount of the collected donations shall be deposited in a bank or savings institution daily in an account designated for nutrition donations only. The deposited donations should be forwarded to the COUNTY monthly.

SCHEDULE C REPORTING REQUIREMENTS

The Agreement requires some reports to be filed upon request and other reports to be filed at a particular time. There are two changes to Schedule C (re: **Client-Centered Case Management Services**):

1. Quarterly Client Services Reports should be changed to:

REPORT	WHERE SUBMITTED	DUE DATE
Quarterly Client-Centered Case Management Report	Submitted electronically to: aaa@countyofdane.com	10 April, 10 July, and 10 October 2020; and final quarter due 10 January 2021

2. Emergency Planning Guide should be added:

REPORT	WHERE SUBMITTED	DUE DATE
2020 Emergency Planning Guide	Submitted electronically to: aaa@countyofdane.com	1 February 2020

2020 SCHEDULE C REPORTING REQUIREMENTS

The Agreement requires some reports to be filed upon request and other reports to be filed at a particular time. The following reports for **Nutrition & Home Delivered Meal Nutrition** have specific due dates as provided below:

Client Registration/Client Services Data Entry (Nutrition)	Client Registration/Nutrition Risk Assessment and ADL & IADL Assessment is entered in the SAMS data-entry system within 30 days of the onset of congregate or home delivered meals. Client Services (number of meals received each month) are entered into SAMS data-entry system by the 20 th of the month following service.	20 th of Each Month Except for Sept. which is due the 15 th of the Month
Monthly Nutrition Report	Submitted Electronically to: aaa@countyofdane.com	20 th of Each Month
Nutrition Education	Entered each month in the SAMS data entry system within 30 days of date of service	20 th of Each Month
Food Service Licensing & Inspection Reports	Submitted Electronically to: browning.mary@countyofdane.com	Within 10 days of Receipt

SCHEDULE C REPORTING REQUIREMENTS

The Agreement requires some reports to be filed upon request and other reports to be filed at a particular time. The following reports have specific due dates as provided below:

REPORT	WHERE SUBMITTED	DUE DATE
Affirmative Action Plan (Unless PROVIDER is exempt.)	Contract Compliance Officer Office of Equal Opportunity 210 Martin Luther King, Jr. Blvd. Rm. 421 Madison, WI 53703	January 15, 2020 (15 days after Agreement effective date.)
Civil Rights Compliance Plan (Unless PROVIDER is exempt.)	Contract Compliance Officer Office of Equal Opportunity 210 Martin Luther King, Jr. Blvd. Rm. 421 Madison, WI 53703	On or before the effective date of the Agreement.
NLRB or WERC complaints or findings that PROVIDER has violated labor standards.	Contract Compliance Officer Office of Equal Opportunity 210 Martin Luther King, Jr. Blvd. Rm. 421 Madison, WI 53703	Within 10 days of complaint or findings.
Certificate of Insurance listing Dane County as additional insured.	Dane County Department of Human Services Contract Coordination Assistant 1202 Northport Dr. Madison, WI 53704	At the time the Agreement is signed.
Program Budget and Supporting Personnel Schedule (Unless PROVIDER is exempt.)	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	February 26, 2020 (56 days after Agreement effective date.) Final Revisions due January 25, 2021
Quarterly Expense Reports (Unless PROVIDER is exempt.)	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	April 25, July 25, and October 25, 2020; and January 25, 2021
Annual Audit (Unless PROVIDER is exempt.)	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	June 30, 2021, or 180 days after the end of PROVIDER's fiscal year.
Notice of Financial Instability	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	Upon triggering event occurring that requires notice.
Client Registration/Client Services Reports.	Client Registration is faxed to 242-6288. Client Services Reports are submitted electronically to your assigned keyer.	February 10, March 10, April 10, May 10, June 10, July 10, August 10, September 10, October 10, November 10, December 10, 2020 and January 5, 2021
Quarterly Client Services Reports	County Designee	May 1, 2020, August 1, 2020, November 1, 2020 and final quarter due April 1, 2021

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VILLAGE BOARD SUMMARY SHEET

MEETING DATE: Monday, December 9, 2019

SECTION: Business

DEPARTMENT: Administration

CONTACT: Matt Schuenke, Village Administrator

AGENDA ITEM: Discussion and action to approve the distribution of a Request for Proposal for architectural services related to the development of a Public Safety Facility.

PREVIOUS ACTION:

None.

ISSUE SUMMARY:

Enclosed is a Request for Proposals (RFP) in order to solicit proposals for Architectural Services to plan, design, and bid the construction of a new Public Safety Facility. The concept behind this facility is to create new space for Police, Fire, EMS, and Municipal Court services. The facility has previously been studied in the Facilities Master Plan (2017) and Public Safety Analysis (2019) recommending its construction. The location to be planned around is at the southeast corner of Holscher Road and Broadhead Street as part of a land swap with the School District. The work proposed within RFP are broke into three phases which at the conclusion of each phase it requires board approval to move onto the next phase. It is anticipated that a selection can be made in early February with the work to commence in March.

The development of a new Public Safety Facility has been identified as a key initiative in order to free up necessary space for the highly desired Community Center improvement.

FINANCIAL/BUDGET IMPACT:

\$250,000 has been approved within the Capital Projects Fund for this purpose in 2020. The true cost will be determined through the RFP process and costs exercised at the discretion of the Village Board.

VILLAGE PLAN REFERENCE:

2017 Facilities Master Plan - Study recommended expansion of space needs for these services and recommended at least one vacating the Municipal Center in order to accommodate other plans for the Municipal Center.

2019 Public Safety Analysis - Analysis recommended all of public safety uses moving out of Municipal Center mainly to address deficiencies in current layout and also plan for the future. Also recognized value of the space they vacate as a Community Center.



2019/2020 Village Board Goals - Approved by the Village Board as part of annual retreat to continue to advance this concept in order to facilitate the creation of a Community Center. Public Safety space uses vacating the Municipal Center will free up space needed to develop a Community Center.

2020-2030 Strategic Plan (final acceptance pending) - While currently in draft form and scheduled for approval in early 2020, this plan specifically advances the Public Safety Facility as a key goal and objective. This plan will be completed prior to the commencement of this work.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Presented for approval.

ATTACHMENTS:

1. Public Safety Facility Architectural RFP 12062019 mgs



Request For Proposals

Public Safety Facility Architectural Services

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RFP Issuance Date: December 10, 2019

RFP Due Date: January 10, 2020

Please Submit to:

Village of McFarland
Attn: Village Administrator
5915 Milwaukee Street, PO Box 110
McFarland, WI 53558

SECTION 1

Purpose/Introduction

- A. The purpose of this Request for Proposals (RFP) is to receive competitive proposals from qualified architectural firms who are interested in assisting the Village in the development of a Public Safety Facility. The work intended will include planning work to establish a concept, design work to bring concept to fruition, and bidding services to identify a contractor to implement the design. The Facility will house our Police Department, Fire/Rescue Department, and Municipal Court once complete. The need for the expansion of these services within a new Facility has been previously identified within a Facilities Master Plan and Public Safety Analysis. The successful consultant will need to be dynamic and engaging in order to develop a facility that is a shared while maintaining the necessary secure independence between the entities occupying the space.

SECTION 2

History and Background

- A. The Village completed its Facilities Master Plan (Exhibit A) on June 26, 2017 and within it studied the space needs for all Village Departments. Most Village services with exception for Library and Public Works services are contained within a single facility referred to as the Municipal Center. This facility completed its construction within the year 2000 and the study identified challenging future space needs as well as current complications. This was combined with the fact that it was desired to add a Community Center to this facility through the construction of a second floor, a current user moving out, or combination thereof. A Public Safety Analysis (Exhibit B) was commissioned in the Fall of 2018 in order to study the needs of our Police, Fire, and EMS services as it related to their current operations as well as impact on future space needs. This analysis was completed on May 13, 2019 and recommended a new shared facility be constructed to support these uses into the future as well as accommodate a Community Center within the space they would vacate at the Municipal Center.

- B. The Public Safety Analysis identified that the key future location for such a facility should be located within a quarter mile of the intersection of Holscher Road and Broadhead Street. This was to align with the Village's growth pattern along the eastside of the Village as well as continue to provide good ingress and egress for emergency response within the Village's transportation network. The Village has identified and will acquire a 5.15 acres parcel of land (Exhibit C) immediately adjacent to the southeast corner of this intersection. The master plan and analysis generally established the need for an approximate 43,000 square foot building to support these users. The Scope of Work to be completed will use this location and verify the space needs in order to develop a design in order to bid the improvement for construction.

SECTION 3 Scope of Work

A. Phase 1 – Planning

- i. The Architect will conduct a review of the already completed Facilities Master Plan and Public Safety Analysis as part of their background for the project planning.
- ii. Using industry standards, project experience, and input from Village Staff, the Architect will conduct appropriate space programming for the building interior including basic information such as sizes, space requirements, workflows, activities, and special uses.
- iii. The Architect will facilitate meetings with Village Staff as needed to develop basic components and planning of the building program, including building systems, equipment, materials, and code compliance in order to support service needs.
- iv. The Architect will make recommendations regarding sustainable options to consider in the construction of the Facility as prescribed by Leadership in Energy and Environmental Design (LEED) standards.

- v. The Architect will create and provide schematic site plan sketches, elevations, renderings, schematic cost estimates, and conceptual project schedules as necessary in order to create the conceptual project design.
- vi. Once the Village Board has accepted the recommended conceptual design as outlined here within Phase 1, then the Architect shall proceed to Phase 2.

B. Phase 2 – Design

- i. The Architect shall prepare all construction documents, civil engineering plans, specifications, final construction cost estimates, and final timelines for completion of the project.
- ii. The Architect will attend all applicable public meetings associated with the review and approval of the proposed design.
- iii. Once the Village Board has accepted the recommended final design as outlined here within Phase 2, then the Architect shall proceed to Phase 3.

C. Phase 3 – Bidding

- i. The Architect shall prepare all of the bid documents and specifications suitable for public bidding according to applicable standards.
- ii. The Architect shall respond to all questions posed by prospective bidders during the construction bid process.
- iii. The Architect shall also prepare and distribute any necessary addenda, distribute plans and bid documents, and keep a record of the plan holder's list.

- iv. The Architect shall make a recommendation to the Village on bid award taking into account their evaluation of the bids based on bidders qualifications, compliance with bid requirements, and price.

SECTION 4 RFP Submittal Requirements

- A. All proposals should be prepared simply and economically, providing a clear and concise description of the Architect's capabilities to satisfy the requirements of the request. All proposals must include the following:
 - i. A cover letter/statement of interest indicating the Architect's interest in the project and highlighting its qualifications to perform the project.
 - ii. A brief overview and history of the company.
 - iii. A proposed approach to the project in order to complete the enclosed Scope of Work within Section 3 including key activities, milestones, possible design concepts, potential challenges, and areas of concern.
 - iv. Related experience with similar types of projects specific qualifications and resumes of key team members. The roles and qualifications of key project team members, both in-house and sub-consultants. Identify the project lead and that person's availability to start work on the project and to complete the work without interruption from other projects, commitments, or schedule.
 - v. A staffing plan that identifies the Architect's proposed project manager and as appropriate, the names and specific staff members proposed to conduct the work plus appended resumes. Describe coordination and relationships with sub-consultants.

- vi. Examples of up to three (3) relevant municipal facility projects completed by the Architect with a preference towards public safety type facilities. Information provided for each shall list their name/location, summary of work performed, project size, construction cost, duration of the construction activities, and a key contact from that municipality.
- vii. At least three (3) references including entity name, contact person, telephone number, and email address.
- viii. At statement verifying the Architect's ability to execute a contract upon award of proposal. It should be noted that the Village will require the use of standard contract template set by the American Institute of Architects with modifications subject to approval by the Village Attorney.
- ix. Completion of the Fee Proposal Form included as Appendix A of this RFP.

SECTION 5 Minimum Qualifications

- A. The following is a list of qualifications that the architectural firm should possess at the minimum:
 - i. Current registrations and licensing within the appropriate and applicable disciplines.
 - ii. Thorough knowledge of building codes and all applicable State Statutes, building codes, regulations including, without limitation, the provisions of public construction laws.
 - iii. Current relevant working experience designing municipal facilities. specific work to construct a police station, fire station, or joint police/fire station a plus.

- iv. Comprehensive working knowledge of commonly accepted municipal facility standards.
- v. Strong interpersonal, communication, and presentational skills necessary to lead group discussions and make public presentations to support project.
- vi. Upon award of contract, ability to secure professional liability insurance for errors and omissions as well as commercial general liability, automobile liability, and workers compensation insurance.

SECTION 6 Proposal Evaluation Criteria and Timeline

- A. Architects who do not meet the above stated minimum qualifications will not be considered. Assuming compliance, the following criteria will be used to evaluate each proposal:
 - i. Qualifications of the Architect.
 - ii. Relevant past project experience of the Architect.
 - iii. Relevant past project experience of key team members.
 - iv. Resumes of all team members.
 - v. Familiarity with local conditions, codes, and practices as evidenced in previous projects.
 - vi. Approach to designing municipal building projects for new facilities especially those geared toward public safety services and are sustainable.
 - vii. Past history with the Village.
 - viii. Availability of resources and reliance on subcontractors.

- ix. Proposal completeness and effectiveness at addressing the needs of the Village for the project.
 - x. Proposed cost.
- B. Village Staff including the Administrator, Police Chief, and Fire/Rescue Chief will be responsible for performing a technical evaluation of each proposal submitted and making a recommendation for selection to the Village Board. Evaluations will focus on identifying the relative strengths, weaknesses, deficiencies, and risks associated with each submittal. Interviews with perspective Architects will be held at the sole discretion of the Village. The Village reserves the right to obtain clarification or additional information from any firm regarding its proposal as is needed.
- C. The Village reserves the sole right to select the most qualified Architect on the basis of the best overall proposal that is most advantageous to the Village. Firms that submit proposals will be notified of the selection results. Final approval of any selected Architect is subject to the approval of the Village Board.
- D. Evaluation timeline is as follows:
 - i. December 10, 2019 – Open Advertisement of RFP
 - ii. January 10, 2020 – Closed Advertisement of RFP
 - iii. February 7, 2020 – Village Staff Finalizes Selection and Makes Recommendation
 - iv. February 10, 2020 – Village Board Approves Selection
 - v. February 24, 2020 – Village Board Approves Contract
 - vi. March 1, 2020 – Project Commences

SECTION 7

Terms and Conditions

- A. Each proposal will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP can be cause for rejection. The Village may reject any proposal if it is conditional, incomplete, contains irregularities, or if in the sole discretion of the Village not considered in our best interest. The Village may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the Architect from compliance with the contract requirements if the Architect is awarded a contract.
- B. The Village will require the use of the standard contract template set by the American Institute of Architects for this project. Modifications to this standard may be considered subject to review and approval by the Village Attorney under the direction of the Village Board.
- C. There is no expressed or implied obligation for the Village to reimburse firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under Wisconsin law. Any language purporting to render the entire proposal confidential or proprietary will be ineffective and will be disregarded.
- D. The Village reserves the right to retain all proposals submitted, and to use any idea in a proposal, regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the Architect of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Village and the Architect.
- E. All property rights, including publication rights of all reports produced by the selected Architect in connection with services performed under this agreement shall be vested in the Village.
- F. The Village reserves the right to reject any or all proposals submitted.

Appendix A

Fee Proposal Form

Enter Amount

Phase 1 – Planning

\$ _____

- i. The Architect will conduct a review of the already completed Facilities Master Plan and Public Safety Analysis as part of their background for the project planning.
- ii. Using industry standards, project experience, and input from Village Staff, the Architect will conduct appropriate space programming for the building interior including basic information such as sizes, space requirements, workflows, activities, and special uses.
- iii. The Architect will facilitate meetings with Village Staff as needed to develop basic components and planning of the building program, including building systems, equipment, materials, and code compliance in order to support service needs.
- iv. The Architect will make recommendations regarding sustainable options to consider in the construction of the Facility as prescribed by Leadership in Energy and Environmental Design (LEED) standards.
- v. The Architect will create and provide schematic site plan sketches, elevations, renderings, schematic cost estimates, and conceptual project schedules as necessary in order to create the conceptual project design.

Phase 2 – Design

\$ _____

- i. The Architect shall prepare all construction documents, civil engineering plans, specifications, final construction cost estimates, and final timelines for completion of the project.
- ii. The Architect will attend all applicable public meetings associated with the review and approval of the proposed design.

Phase 3 – Bidding

\$ _____

- i. The Architect shall prepare all of the bid documents and specifications suitable for public bidding according to applicable standards.
- ii. The Architect shall respond to all questions posed by prospective bidders during the construction bid process.
- iii. The Architect shall also prepare and distribute any necessary addenda, distribute plans and bid documents, and keep a record of the plan holder's list.
- iv. The Architect shall make a recommendation to the Village on bid award taking into account their evaluation of the bids based on bidders qualifications, compliance with bid requirements, and price.

Total Proposed Architectural Fee (Items 1 – 3)

\$ _____

Signature

Date

Printed Name and Title