### Village of Mukwonago Notice of Meeting and Agenda

## JOINT VILLAGE & TOWN BOARD MEETING MEETING Monday, February 28, 2022

Time: 6:00 pm

Place: Fire Station, 1111 Fox Street, Mukwonago, WI 53149

#### **Zoom Log On Information**

Join Zoom Meeting https://us02web.zoom.us/j/81932327714?pwd=M1kyL2FzaHc4ZFlhVkk3UWJMTy9CQT09

Meeting ID: 819 3232 7714, Passcode: 282682, Dial by your location +1 312 626 6799 US (Chicago)

#### 1. Roll Call

#### 2. New Business

- 2.1 Authorization to approve and execute the Paramedic Intercept Services Agreement between the Village and Town of Mukwonago and the Kettle Moraine Fire District. Agreement Paramedic Intercept Village Town and Kettle Moraine Fire.pdf
- 2.2 Discussion and possible action to approve a purchase of a John Deere Gator XUV83M in the amount of \$23,153.31.
  Proven Power Invoice and Purchase Request
- 2.3 Discussion and action regarding the Village Board and the Town Board to prepare a Resolution to be acted on in March regarding a Referendum to be on the ballot for the November 2, 2022 General Election
- 2.4 Discussion and possible action to accept the annual Fire Department Settlement for 2021 from the Village and the Town Boards respectively. 2021 Fire Dept Settlement for Packet
- 2.5 Discussion and possible action to approve a <u>Resolution</u> (2022-25) amending the 2021 Adopted Budgets for the Fire Department Fund. RESOLUTION 2022-25 (Amend 2021 Fire Department Budget)

#### 3. Adjourn

It is possible that 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. Please note, upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through appropriate aids and services. For additional information or to request this service, contact the Municipal Clerk's Office, (262) 363-6420.

# An Agreement to Provide Paramedic Intercept Services between the Village and Town of Mukwonago and the Kettle Moraine Fire District

WHEREAS this Agreement is made on January 1, 2022, by and between the Village of Mukwonago and the Town of Mukwonago, which jointly operate the Mukwonago Fire Department, and the Kettle Moraine Fire District and,

WHEREAS the Mukwonago Fire Department maintains paramedic intercept services and is able and willing to render paramedic intercept services outside of its corporate limits upon reasonable terms, and,

WHEREAS the Kettle Moraine Fire District is located outside the corporate limits of the Village and Town of Mukwonago and desires to have the Mukwonago Fire Department provide paramedic intercept services from the Mukwonago Fire Department and is willing to compensate the Mukwonago Fire Department for such services,

NOW, THEREFORE, it is agreed between the parties as follows:

- 1. The Mukwonago Fire Department will furnish paramedic intercept services to the service areas covered by the Kettle Moraine Fire District.
- 2. The Mukwonago Fire Department agrees to respond to the scene of the incident with one (1) paramedic and a support vehicle, or to intercept the Kettle Moraine Fire District en route to the hospital with one (1) paramedic and a support vehicle, and to render such paramedic services as may be required. The Kettle Moraine Fire District shall conduct the transport of the patient to the hospital. The Mukwonago Fire Department may respond with an ambulance if the support vehicle is unavailable or out of service. The paramedic will assist and supplement the EMTs provided by the Kettle Moraine Fire District.
- 3. The geographic area of the Kettle Moraine Fire District intended for paramedic response by this Agreement includes the entire Kettle Moraine Fire District response area, as depicted on the map attached to this Agreement and marked as Appendix A.
- 4. The Kettle Moraine Fire District recognizes the right and responsibility of the Mukwonago Fire Department to independently assess, upon receipt of a request for paramedic intercept service from the Kettle Moraine Fire District, whether it is able to dispatch its paramedic as requested. This reservation notwithstanding, the Mukwonago Fire Department will make every effort to respond to each call for service from the Kettle Moraine Fire District efficiently and effectively. In the event the Mukwonago Fire Department is unable to dispatch a paramedic as requested, the Mukwonago Fire Department will immediately convey its inability to respond to the Kettle Moraine Fire District.
- 5. The Kettle Moraine Fire District agrees to pay the Mukwonago Fire Department as follows:

- a. To pay for all supplies provided by the Mukwonago Fire Department under this Agreement.
  - b. To pay the Mukwonago Fire Department for each patient treated under this Agreement by the Mukwonago Fire Department. Kettle Moraine Fire District shall pay its patient fees within 30 days of receipt of the monthly invoice from the Mukwonago Fire Department billing service. The Mukwonago Fire Department shall not charge a fee if the request for paramedic service is canceled or treatment is not rendered by the Mukwonago Fire Department paramedic. It is understood the Kettle Moraine Fire District, and its respective EMS billing vendor, may bill the patient for the purpose of recovering any costs incurred.
- 6. The Mukwonago Fire Department and the Kettle Moraine Fire District agree to be responsible for the acts, errors and omissions of their respective employees while responding to, operating at or returning from an intercept incident. Each party hereby indemnifies and holds the other party harmless for any claim for damages arising out of the acts, errors or omissions of the indemnifying parties' employees.

#### 7. RISK ALLOCATION

- a. Immunity. All parties (members) to this agreement are governmental entities entitled to governmental immunity under law, including §§893.80, 345.05, 895.46, 66.0313, 66.0315 and 895.05 Wis. Stats. Nothing contained herein shall waive the rights and defenses to which each party may be entitled under law, including all of the immunities, limitations and defenses under the aforementioned statutes, or any subsequent amendments thereof.
- b. <u>Members Responsible for Own Actions</u>. Each party shall bear the risk of its own actions, as it does with its day-to-day operations.
- c. <u>Employee Claims</u>. The employees of a Responding or Requesting party shall be covered by his or her employing organization for purposes of worker's compensation, unemployment insurance, and benefits under Ch. 40, Wis. Stats., regardless of whether their Member employer is a Responding or Requesting Member.
- d. <u>Insurance</u>. All parties shall maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of membership in WisWARN.
- e. <u>Survival of Obligations</u>. The obligations set forth in this Article VII shall survive the termination or expiration of this Agreement.
- 8. This Agreement may be amended by written mutual agreement of the parties.
- 9. The term of this Agreement shall be on-going, except the Agreement: 1) shall be reviewed every three (3) years by all participating parties, and 2) may be terminated at any time with 120 days written notice by any of the parties that have entered into this Agreement (Village of Mukwonago, Town of Mukwonago, and Kettle Moraine Fire District.

<sup>&</sup>lt;sup>1</sup> The 2020 charge for out-of-district paramedic intercept calls is \$500.00. This charge is reviewed annually and may be adjusted pursuant to Medicare/Medicaid regulations and guidelines.

10. All notices, requests, demands and other communications provided for herein or made hereunder shall be in writing, be personally delivered or mailed by Certified Mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt and will be addressed to the address below. Each party may change the address to which notices are sent by sending written notice of such change of address to the other party. All notices shall also be provided in writing to the Chief of the Mukwonago Fire Department and to the Chief of the Kettle Moraine Fire District.

Town of Mukwonago Attention: Town Clerk W320 S8315 Beulah Rd	Village of Mukwonago Attention: Village Clerk 440 River Crest Ct	Kettle Moraine Fire District Attention: Chief 126 E. Main Street	
Mukwonago, WI 53149	Mukwonago, WI 53149	Eagle, WI 53119	

IN EXECUTION THEREOF, representatives of the constituent municipalities and District have signed as follows:

For the Town of Mukwonago		For the Village of Mukwonago		
Ву:	Peter Topczewski, Chairperson Town of Mukwonago	Ву:	Fred Winchowky, President Village of Mukwonago	
Attest:	Kathy Karalewitz, Administrator Town of Mukwonago	Attest:	Diana Dykstra, Clerk-Treasurer Village of Mukwonago	
Dated	this day of, 202_	Dated	this day of, 202_	
By:F	Richard Spurrell, KMFD Fire Board Preside	ent		
Dated	this 27 day of DEZEMBER, 2021			



**OCONOMOWOC** N68 W36046 Highway K Oconomowoc, WI 53066 (920) 474-4890 **WAUKESHA** 565 W22065 National Ave. Waukesha, WI 53189 (262) 679-0100

#### INVOICE

Invoice: 01-389827 Date: 2/10/2022 PO: 884

Custld: MUKWO FIRE

Cust Email:

Phone:

(262) 363-6426

Salesperson: BobB User: Andy

Bill To:

Mukwonago Fire Department 440 River Crest Court Mukwonago, WI 53149

US

Ship To:

Mukwonago Fire Department

This invoice is per PO #884, per Chief Stien

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
Remark	RE	XUV835M Purchase: \$23153.31					
						Total:	\$0.00

Forms of Payme	ent		
Туре	Description	Amount	
Charge	Customer Id: MUKWO FIRE	\$23,153.31	
	Signature:		
Adv dep Units		(\$23,153.31)	
		Total Forms of Payment:	\$0.00

Balance Due On This Invoice: \$23,153.31

Signature			
Sidilature			

THANK YOU FOR YOUR PATRONAGE! There are NO RETURNS on electrical parts. There is a 20% re-stocking charge on all special orders. Invoices are due Net 30 unless otherwise noted.

We appreciate your business.

#### VILLAGE OF MUKWONAGO PURCHASE ORDER

DATE:	02/02/2022	NUMBER:	884	
<b>VENDOR NAME &amp; AD</b>	DRESS:	SHIP TO:		
Proven Power Inc		Mukwonago Fire	e Department	
N68 W36046 County Rd K		1111 Fox street		
Oconomowoc WI 5306	6	Mukwonago, WI	53149	

REQUISITION NO.:	EXPECTED DELIVERY	2022
J. 1	DATE:	

ITEM	QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	JOHN DEERE GATOR™ XUV835M-	23153.31	23153.31
		2022		
		Billing Address 440 River Crest Court Mukwonago, WI 53149		
		Att: Chief Jeff Stien (262) 441-0723		
		chiefstien@mukwonagofire.org		
			TOTAL	23153.31

THE VILLAGE OF MUKWONAGO IS EXEMPT FROM PAYMENT OF ALL FEDERAL EXCISE TAXES AND STATE OF WISCONSIN SALES TAX. TAX EXEMPT NUMBER 145656 OUR ORDER NUMBER MUST BE PLAINLY SHOWN ON EACH PACKAGE, CORRESPONDENCE AND INVOICE. ANY CHANGE IN QUANTITY, PRICES, TERMS OR DESCRIPTION OF ARTICLES VOIDS THIS ORDER UNLESS CHANGES ARE AUTHORIZED IN WRITING BY THE FINANCE COMMITTEE OF THE VILLAGE OF MUKWONAGO.

COPIES: 1-village; 2-vendor; 3-department head



#### **Mukwonago Fire Department**

1111 Fox Street • 440 River Crest Court • Mukwonago, WI 53149 Emergency: 262-446-5090 Non-Emergency: 262-363-6426

Legal Ad to be published January 05, 2022, and January 12, 2022 Submit Invoice to: Village of Mukwonago, 440 River Crest Court, Mukwonago, WI 53149

Waukesha Freeman

#### ADVERTISEMENT FOR BIDS

#### Wildland UTV

Mukwonago Fire Department Waukesha/Walworth Counties, Wisconsin

Sealed Bids will be received by the Mukwonago Fire Department at 440 River Crest Court, Mukwonago, WI 53149 no later than 10:00 a.m. local time on January 26, 2022. Bids will be publicly opened and read aloud at the above time and place.

Project involves purchase of a wildland UTV with the following specifications:

- 4-stroke gas engine
- Off road tires
- Bed Capacity 1000lbs or greater
- Bed size bigger than 48" W x 45" L
- Greater than 50Hp
- 3 Seated positions bench seating
- 4x4 or 6x6
- No doors
- Full or half windshield
- Roof

Contact Chief Jeffrey Stien at 262-441-0723 or email to chiefstien@mukwonagofire.org.

The Village of Mukwonago reserves the right to accept the most advantageous Bid, or to reject any and all Bids. Award of Work described herein is subject to the provisions of the Wisconsin Statutes.

Respectfully,

Jeffrey R. Stien Fire Chief

## DAVIT OF PUBLICAT State of Wisconsin Circuit Court Waukesha County

#### PROOF OF PUBLICATION

Telephone Number:

262-363-6420

ACCT Number:

636241

Invoice #

106502002

Account Name:

Mukwonago, Village of

Address:

440 Rivercrest Ct

Mukwonago, WI 53149-1759

IN THE MATTER OF:

VOM Wildland UTV Bids

AD Number:

106502002

46.34

I, Charlotte Speener ,being sworn, state:

I am the billing coordinator of the Waukesha Freeman, a public newspaper of general circulation, printed and published in the English language in the City of Waukesha, in Waukesha County, Wisconsin, and fully complying with the laws of Wisconsin relating to the publication of legal notices.

The notice, of which a printed copy attached hereto, is a true copy taken from the newspaper as published on the following dates.

1/5/22;1/12/22

Signed:

Charlotte Speener, Billing Coordinator

STATE OF WISCONSIN

WAUKESHA COUNTY

SS.

January 12, 2022

the above named

Charlotte Speener to me known to be the person who executed

the foregoing instrument and acknowledged the same.

Personally came before me, this date of

Signed:

Nancy Bellin

Notary Public, Wisconsin

My Commission expires: \_

10/4/22

fr than ief Jeffrey 62-441-0723 n@mukwoneserves the right to ept the most advan-Veept the most advan-ageous Bid, or to reject any and all Bids. Award of Work described here-in is subject to the provi-sions of the Wisconsin Statutes. Respectfully, Jeffrey R. Stien Fire Chief Fire Chief Publish: 1/5,1/12 WNAXLP



#### **Agenda Item Cover Report**

Date:	Committee/Board:
2-24-2022	Joint Village and Town Board
Submitted by:	Department:
Diana Doherty	Fire Department
Date of Committee Action:	Date of Village Board Action: 2-28-2022

**Subject: 2021 Preliminary Settlement** 

#### **Executive Summary:**

The attached spreadsheet summarizes the Fire Department's 2021 revenue and expenditure activity which is used to determine the annual settlement between the Village and the Town.

#### **Fiscal Impact:**

The net effect of revenues over expenditures in the 2021 budget, excluding the use of designated funds, is a positive \$34,630.74 to be split between the Village and Town of Mukwonago, with \$17,315.37 due to each entity. The Town's share of the settlement will be reduced by \$1,427.00 to make up for an error in the monthly contribution from the Town that resulted in a shortage at year end. An accrual journal entry for this error was made to the Fire Department's revenue with an offsetting receivable entry that will be cleared with the amount retained from the Town's share of the settlement.

#### **Executive Recommendation/Action:**

Review and approve the 2021 Settlement

#### 

Cat Descr	Account Descr	Adopted Budget	Revised Budget	YTD Amount as of 12/31/2021	Balance Remaining	%YTD Budget	
TAXES	R 150-4100-4111 General Property Tax	191.015.00	191.015.00	191.015.00		Dauget	
	R 150-4300-4347 State Fire Dues Program	36,296.00	36,296.00	40,998.03		113%	Village
OTHER FINANCING SOURCES	R 150-4900-4910 Transfer from General Fund**	0.00	0.00	0.00	, ,		Contribution
	TOTAL FROM VILLAGE	227,311.00	227,311.00	232,013.03		102%	
NTERGOV T CHARGES FOR SERVICE	R 150-4700-4731 Fire/Ambulance Service to Town	191,015.00	191,015.00	191,015.04	(0.04)	**	Town
	R 150-4700-4347 State Fire Dues Program	36,296.00	36,296.00	36,988.20	(692.20)	102%	Contribution
INTERGOV T CHARGES FOR SERVICE	R 150-4700-4733 Cash Flow Supplement from Town**	0.00	0.00	0.00	0.00		Contribution
	TOTAL FROM TOWN	227,311.00	227,311.00	228,003.24	(692.24)	100%	
INTERGOV T REVENUES	R 150-4300-4342 State Aid or Grant	0.00	0.00	5.325.00	(5,325.00)		
NTERGOV T REVENUES	R 150-4300-4343 County Grant	0.00	0.00	0.00	(-,,		
MISC REVENUE	R 150-4800-4370 Private Grants	0.00	0.00	2,000.00			
PUBLIC CHARGES FOR SERVICES	R 150-4600-4304 Treasurer s Fees	0.00	0.00	0.00			
PUBLIC CHARGES FOR SERVICES	R 150-4600-4716 Paramedic Ride-Along Fee	0.00	0.00	0.00	0.00		
PUBLIC SAFETY	R 150-4620-4320 Fire Dept Charges for Services	1,500.00	1,500.00	62.00	1,438.00	4%	
PUBLIC SAFETY	R 150-4620-4325 Ambulance County Collections	23,000.00	23,000.00	23,521.14	(521.14)	102%	
PUBLIC SAFETY	R 150-4620-4730 Ebix Ambulance Revenue	637,478.00	637,478.00	514,195.53	123,282.47	81%	Shared Reve
PUBLIC SAFETY	R 150-4620-4737 Ebix Fire Revenue	10,500.00	10,500.00	4,717.72	5,782.28	45%	for Year Er
PUBLIC SAFETY	R 150-4620-4741 Ebix Interfacility ALS & BLS	327,051.00	327,051.00	388,561.24	(61,510.24)	119%	Settlemer
PUBLIC SAFETY	R 150-4620-4742 Ebix Interfacility Critical Care	88,620.00	88,620.00	111,059.81	(22,439.81)	125%	
PUBLIC SAFETY	R 150-4620-4743 PROHEALTH EMT AGREEMENT	0.00	0.00	0.00	0.00		
NTEREST REVENUE	R 150-4810-4871 Interest Revenue	1,000.00	1,000.00	282.47	717.53	28%	
MISC REVENUE	R 150-4800-4885 Insurance Proceeds/Offset Loss	0.00	0.00	0.00	0.00		
MISC REVENUE	R 150-4800-4899 Misc Revenue	0.00	0.00	210.11	(210.11)		
COMMERCIAL REVENUE	R 150-4820-4880 Sale of Owned Property	0.00	0.00	38,122.04	(38,122.04)		
	Revenue to be Shared with the Town	1,089,149.00	1,089,149.00	1,088,057.06	1,091.94	100%	
NTERGOV T REVENUES	R 150-4300-4344 EMS Act102 Grant	6.000.00	6,000.00	7.238.52	(1,238.52)	121%	
MISC REVENUE	R 150-4800-4890 Donations Received	0.00	0.00	7,230.32 899.00	( , ,	12170	
					(		Shared wh
OTHER FINANCING SOURCES	R 150-4900-4920 Transfer from Other Funds	0.00	0.00	0.00			used
OTHER FINANCING SOURCES	R 150-4900-4930 Fund Balance Applied	0.00	0.00	0.00			
	Designated Funds - Share with Town when used	6,000.00	6,000.00	8,137.52	(2,137.52)	136%	
	TOTAL REVENUE GUIDELINE	1.549.771.00	1.549.771.00	1.556,210.85	(6.439.85)	100%	

				YTD Amount as of		%YTD
	Account Descr	Adopted Budget	Revised Budget	12/31/2021	Balance Remaining	Budget
	ADMINISTRATIVE & GENERAL	26,888.00	26,888.00	26,888.04	(0.04)	100%
	FIRE ADMINISTRATION	984,113.00	984,113.00	980,904.39	3,208.61	100%
	FIRE SUPPRESSION	63,298.00	63,298.00	58,341.16	4,956.84	92%
	FIRE TRAINING	39,478.00	39,478.00	25,811.62	13,666.38	65%
Regular Operating Expenditures	AMBULANCE	345,393.00	345,393.00	376,989.20	(31,596.20)	109%
	AMBULANCE TRAINING	22,601.00	22,601.00	15,619.15	6,981.85	69%
	Critical Care Transport Expenses				0.00	
	Donated fund expenditure offset by sale of owned property					
	Capital Outlay Expenses	38,000.00	38,000.00	28,889.03	9,110.97	76%
	Total Operating Budget	1,519,771.00	1,519,771.00	1,513,442.59	6,328.41	100%
	ACT 102 or Designated Fund Expenses			3,164.72	, ,	
	Donated Fund Expenditures			41,893.90	(41,893.90)	
	Transfer to Town - YE Settlement				0.00	
Designated Expenditures	Transfer to Village Fire Dept Designated Acct YE Settlement				0.00	
	Transfer to Designated Fund Balance for Future					
	Ambulance				0.00	
	E 150-5900-5925 Transfer to Designated Funds	32,546.00	32,546.00	0.00	32,546.00	0%
	Other Financing Uses	32,546.00	32,546.00	45,058.62	(12,512.62)	138%
	Total Expenditure Budget	1,552,317.00	1,552,317.00	1,558,501.21	(6,184.21)	100%

(2,290.36)

2021 PRELIMINARY Settlement
Total Shared Revenues
Total Operating Expenses 1,088,057.06 (1,513,442.59) (425,385.53) 228,003.24 Town Contribution as of 12/31/2021 Village Contribution as of 12/31/2021 Revenue Excess (Shortfall): 232,013.03 17,315.37 Due to Village (1,427.00) 15,888.37 Due to Town

Proof to Net Rev/Exp prior to recording Settlement JEs: designated funds received designated funds spent \_ To Close to Fund Balance: 34,630.74 8,137.52 (45,058.62) (2,290.36)

#### **RESOLUTION 2022-25**

#### A RESOLUTION AMENDING THE 2021 ADOPTED FIRE DEPARTMENT BUDGET

**WHEREAS,** action by the Village Board of the Village of Mukwonago is required to amend the 2021 Adopted Budget, and,

**WHEREAS**, the Village Board has reviewed the budget amendments listed below and recommends their adoption for the reasons specified,

**NOW, THEREFORE, BE IT RESOLVED** the Village Board of the Village of Mukwonago hereby approves amending 2021 Adopted Village Budget as follows:

		Revenue Budget Increase (Decrease)	Expenditure Budget Increase (Decrease)
Fund 150 - FIRE/AME	BULANCE FUND		
150-4300-434200	STATE AID OR GRANT	5,325.00	
150-4800-437000	PRIVATE GRANTS	2,000.00	
150-4800-489000	DONATIONS RECEIVED	899.00	
150-4820-488000	SALE OF OWNED PROPERTY	38,122.00	
150-4900-493000	FUND BALANCE APPLIED	26,726.00	
		73,072.00	
150-5700-571300	FIRE DEPT CAPITAL EQUIP		32,041.00
150-5700-580600	DONATED FUND EXPENDITURES		3,234.00
150-5880-580500	ACT 102 EXPENSES		3,165.00
150-5900-592000	TRANSFERS TO OTHER FUNDS		17,316.00
150-5900-593000	TRANSFER TO TOWN OF MUKWONAGO		17,316.00
			73,072.00

Amend budget for unanticipated revenues, planned use of designated funds which were retained from the 2020 settlement for the purchase of Turnout Gear and the installation of EVP signals, and disbursements of the 2021 settlement.

Passed and adopted by Roll Call Vote this 28th day of February, 2022
--

	Fred H. Winchowky, Village President
Attest:	
	Diana Dykstra, Clerk-Treasurer