

FIRE PROTECTION AND EMERGENCY MEDICAL SERVICE AGREEMENT

Between the City of Madison and the Village of Shorewood Hills

This Agreement ("Agreement") is entered into by and between the City of Madison (the "City") and the Village of Shorewood Hills (the "Village"), both Wisconsin municipal corporations located in Dane County, Wisconsin.

RECITALS

- A. The City and the Village recognize the need to provide fire protection and emergency medical service to the residents of the City and the Village.
- B. The City and Village have determined that each will benefit from entering a long-term intergovernmental cooperation agreement under which the City will provide fire protection and emergency medical services to the Village, and the Village will contribute to the cost of the City's Fire and Emergency Medical Services budget.
- C. The City and the Village are authorized by Wis. Stat. § 66.0301 to contract with each other for the receipt or furnishing of services.

AGREEMENT

In consideration of the mutual promises, covenants and agreements hereinafter set forth, the City of Madison and the Village of Shorewood Hills make this intergovernmental agreement under Wis. Stat. § 66.0301 for the purposes described above and the benefit, health, safety and welfare of the public, and agree as follows:

- 1. Definitions. When used in this Agreement, the following terms shall have the following meanings:
 - A. *"City Fire Operating Budget" or "CFOB."* The City Fire Operating Budget for a given year is the total amount of expenditures included in the City of Madison adopted operating budget to fund Fire Operations and Fire Prevention in that year. For purposes of illustration, the City's 2012 CFOB was \$44,171,300 as shown in the row entitled "Total Expenditures" under the column "2012 Adopted Budget" and highlighted on the attached Exhibit A, an excerpt from the City's adopted operating budget for 2012.
 - B. *"City Fire Debt Service Payment" or "CFDS"*. The City Fire Debt Service Payment for a given year is the total principal and interest payment included in the City of Madison adopted operating budget to pay debt service on debt issued by the City to finance capital costs of Fire Operations and Fire Prevention. For purposes of illustration, the City's 2012 Fire Department Debt Service Payment was \$1,732,835 (the sum of \$1,471,283 in principal which is shown in the row entitled "Fire" under the column header "Principal, 2012" sub-column "Payable,"

and \$261,552 in interest which is shown in the same row, under the column “Interest Payable 2012”) highlighted on attached Exhibit B which is an excerpt from the City’s 2012 adopted operating budget entitled “Statement of Indebtedness and Debt Service.”

- C. *Fire Department.* Fire Department means the City of Madison Fire Department.
- D. *Fire Operations.* Fire Operations means emergency response and non-emergency services for fire, emergency medical services (which for purposes of this Agreement shall include emergency medical transport), lake rescue, hazardous materials and other disaster responses, and other, similar services that may be provided by the Fire Department to provide for the protection and preservation of life and property at the same level of service and response as provided within the City.
- E. *Fire Prevention.* Fire prevention means fire safety education, fire inspection, fire protection engineering review, plan review, public information, elevator inspections, and fire/arson investigation services at the same level of service as provided within the City.
- F. *"Equalized Value of the Village" or "EVV."* The Equalized Value of the Village means the total equalized value of taxable property in the Village for the given year as reported by the Wisconsin Department of Revenue (“DOR”). The Equalized Value of the Village shall also include the fair market value of real property in the Village that is exempt from taxation, if the exempt-property is subject to a tax agreement under which the Village is entitled to receive payments in lieu of property taxes. The Village shall annually provide the City Finance Department a copy of all such agreements and any other information necessary to perform this calculation, within ten (10) days of the DOR publication of equalized values. The Equalized Value of the Village shall exclude any property in the Village that receives Fire Operations service from the City, in the given year, pursuant to an agreement other than this Agreement.
- G. *"Equalized Value of the City" or "EVC."* The Equalized Value of the City means the total equalized value of taxable property in the City for the given year, and in service areas outside the corporate limits of the City where the City is the primary provider of all emergency response and non-emergency services for fire and emergency medical, including medical transport services, excluding the Village, as reported by the Wisconsin Department of Revenue.
- H. *"Population of the Village" or "POV."* The population of the Village means the actual population of the Village as most recently reported by the Wisconsin Department of Administration for the applicable year.
- I. *"Population of the City" or "POC."* The population of the City means the actual population of the City, plus the actual population of service areas outside the

corporate limits of the City where the City is the primary provider of all emergency response and non-emergency services for fire and emergency medical, including medical transport services, excluding the Village, as most recently reported by the Wisconsin Department of Administration for the applicable year.

2. Services to be provided by the City. The City shall provide Fire Operations services beginning on October 1, 2013. Subject to the conditions in Section 2. B., the City shall provide Fire Prevention services other than fire inspections beginning on October 1, 2013, and fire inspection services beginning on January 1, 2014.
 - A. *Fire Operations.* The City shall provide Fire Operations services within and to all persons and premises within the Village at the same level of service that is provided within and to the City.
 - B. *Fire Prevention.* Subject to the conditions specified in this subsection, the City shall provide Fire Prevention services within and to all persons and premises within the Village at the same level of service that is provided within and to the City. The City's obligation to provide Fire Prevention services is subject to the following conditions:
 - (1) The City's obligation to provide fire inspection, fire protection engineering review, fire protection plan review, and elevator inspections is contingent upon the Village, to the extent the Village has the authority to do so under Wisconsin law, having fee schedules in effect that conform in kind and amount to the City's fee schedules relating to Fire Prevention, and having ordinances in effect that conform to Madison General Ordinances Chapters 34 and 40 and any other City ordinance (and all subsequent amendments and additions) relating to Fire Prevention, and upon the Village authorizing the Chief of the Madison Fire Department or the Chief's designee to issue official notices or orders to correct violations, and to issue citations or commence other ordinance enforcement actions for violations of Village ordinances relating to fire prevention.
 - (2) The City's obligation to provide elevator inspection services and fire protection plan review is further contingent upon the City and Village securing an agreement with the State of Wisconsin authorizing the City to provide elevator inspection services and fire protection plan review in the Village. The City and Village shall cooperate to secure such agreement(s) with the State of Wisconsin.
 - (3) The City shall, within twenty (20) days after the effective date of this Agreement, give written notice to the Village of all City fees and ordinances that must be adopted by the Village to satisfy the conditions in this Section. The City shall also provide written notice to the Village of any changes to City fees and ordinances that must be adopted by the Village to satisfy the conditions in this Section.

- C. *Education and Information.* The City shall provide community education, fire prevention and fire safety information for the Village when reasonably requested and when available, and through existing resources and services.
- D. *Fuel Tanks.* Following the Village's designation of the City as the agent for inspecting above-ground and below ground fuel tanks, the City shall inspect said tanks as an agent of the State.
- E. *Other Agreements.* The parties recognize that the City provides Fire Operations services to certain properties in the Village pursuant to agreements other than this Agreement, and those agreements are not affected by this Agreement. If any agreement (other than this Agreement) providing for Fire Operations or Fire Prevention Services in the Village is terminated or discontinued for any reason, and the Village or the owners of the affected property request that the affected property be provided services under this Agreement, then the City shall provide Fire Operations and Fire Prevention services to the persons and property previously covered by such other agreement, pursuant to the terms of this Agreement.

3. Village Responsibilities.

- A. *Code Enforcement.* The Village shall have the responsibility and the authority to prosecute or otherwise resolve citations or other ordinance enforcement actions issued or commenced by the City for alleged violations of fire prevention ordinances listed in Section 2.B.(1) occurring in the Village.
- B. *Fuel Tank Inspection Designation.* By entering into this Agreement, the Village hereby designates the City as the agent for inspecting above-ground and below-ground fuel tanks and the Village shall take all steps as may be necessary with the applicable State agency or agencies to formalize this designation.
- C. *Knox Box Keys.* The Village shall provide Knox Box Keys to the Madison Fire Department in quantities requested by the City. Any Knox Boxes or similar key boxes put in service or repaired after the effective date of this Agreement shall be keyed to conform to the Madison Fire Department's keys.
- D. *Public Fire Protection Infrastructure.*
 - (1) Should the Fire Department reasonably determine that the Village or Village of Shorewood Hills Water Utility water and/or hydrant infrastructure is insufficient or inadequate to meet the Fire Department's public fire protection needs to adequately serve the Village, the Village shall, within a reasonable period of time of being provided notice by the Fire Department, take action to remedy the deficiency. The Village's water supply system is described and evaluated in the attached excerpts

from the August 18, 2009, Public Protection Summary Report, prepared by Insurance Services Office, Inc., and attached as Exhibit C (the "ISO Report." The City agrees that the Village water and hydrant infrastructure, as described in the ISO Report, is sufficient and adequate to meet the Fire Department's public fire protection needs to adequately serve the Village. The Village shall maintain the Village water and hydrant infrastructure to not less than the level described in the ISO Report.

- (2) Fire hydrants shall be maintained according to National Fire Protection Association (NFPA) standards. Fire hydrants that are temporarily out of service shall have a black plastic bag secured over the bonnet and barrel and the Fire Department will be notified of water supply and hydrant outages. When the Village has been notified of a fire hydrant in need of repair, the Village shall within one month, insure that said fire hydrant is repaired and operational.
- (3) New fire hydrants that are installed within the Village shall be in accordance with Madison General Ordinance Sec. 34.507 (and all subsequent amendments and modifications)
- (4) The Village is, as of June 2013, in the process of developing a water flow model for the Village. The Village shall provide the Fire Department with the water flow model for the Village not later than December 31, 2013.

4. Fee for City Services.

- A. *Services to be provided October 1, 2013 through December 31, 2013.* For services to be provided under this Agreement from October 1, 2013 through December 31, 2013, the Village shall pay \$95,000 to the City on October 1, 2013.
- B. *Services to be provided Beginning January 1, 2014 and thereafter.* For the years beginning January 1, 2014, the Village shall pay the City for services each year an amount calculated based in part on the previous year's City Fire Operating Budget, and in part on the previous year's City Fire Debt Service Payment, as described in this subsection.
 - (1) The Village payment for a given year based on the City Fire Operating Budget shall be the sum of two parts, one part based on the Equalized Value of the Village and the Equalized Value of the City for the year before the given year, and one part based on the Population of the City and the Population of the Village for the year before the given year, as follows:
 - (a) The part based on equalized values ("Part EO") shall be calculated as follows:

- i. divide the Equalized Value of the Village for the year before the given year by the Equalized Value of the City for the year before the given year;
- ii. multiply the result by the City Fire Operating Budget for the year before the given year;
- iii. multiply the result by the fixed ratio 0.39;
- iv. divide the result by 2.

In algebraic notation:

$$\text{Part EO} = [(\text{EVV} / \text{EVC}) \times \text{CFOB} \times 0.39] / 2.$$

- (b) The part based on population ("Part PO") shall be calculated as follows:

- i. divide the Population of the Village for the year before the given year by the Population of the City for the year before the given year;
- ii. multiply the result by the City Fire Operation Budget for the year before the given year;
- iii. multiply the result by the fixed ratio 1.30;
- iv. divide the result by 2.

In algebraic notation:

$$\text{Part PO} = [(\text{POV} / \text{POC}) \times \text{CFOB} \times 1.30] / 2.$$

- (2) The Village payment for a given year based on the City Fire Debt Service Payment shall be the sum of two parts, one part based on the Equalized Value of the Village and the Equalized Value of the City for the year before the given year, and one part based on the Population of the City and the Population of the Village for the year before the given year, as described below.

- (a) The part based on equalized values ("Part ED") shall be calculated as follows:

- i. divide the Equalized Value of the Village for the year before the given year by the Equalized Value of the City for the year before the given year;

- ii. multiply the result by the City Fire Debt Service Payment for the year before the given year;
- iii. multiply the result by the fixed ratio 0.39;
- iv. divide the result by 2.

In algebraic notation:

$$\text{Part ED} = [(\text{EVV} / \text{EVC}) \times \text{CFDS} \times 0.39] / 2.$$

- (b) The part based on population ("Part PD") shall be calculated as follows:

- i. divide the Population of the Village for the year before the given year by the Population of the City for the year before the given year;
- ii. multiply the result by the City Fire Debt Service Payment for the year before the given year;
- iii. multiply the result by the fixed ratio 1.30;
- iv. divide the result by 2.

In algebraic notation:

$$\text{Part PD} = [(\text{POV} / \text{POC}) \times \text{CFDS} \times 1.30] / 2.$$

- (3) Total Payment. The total amount the Village shall pay the City for services each year, using the above described methodology is shown in algebraic notation as follows:

$$\text{Village Payment} = (\text{Part EO} + \text{Part PO}) + (\text{Part ED} + \text{Part PD}).$$

Regardless of the operation of the formula, the total payment for each year shall not be less than \$394,000.

- (a) Payment Schedule and Invoice. Beginning in 2013, the City shall send an invoice to the Village on or before October 30 each year, setting forth the total payment that is due from the Village to the City for the following year pursuant to this subsection. The invoice shall show the City's calculations used to arrive at the Village payment, and shall state the City Fire Operating Budget, City Fire Debt Service Payment, Equalized Values of the City and

Village, and Populations of the City and Village used in the calculations. Half of the Village's payment for a given year shall be paid by May 15 of the given year, and half shall be paid by September 15 of the given year. Payment shall be made to:

City Treasurer - City of Madison
210 Martin Luther King Jr. Blvd. Room 107
Madison, WI 53703

If the Village does not pay an invoice by the due date, the City shall provide the Village written notice of breach and ten (10) business days to cure. If the Village fails to cure by remitting full payment within 10 business days from the date of the notice, the City may immediately terminate the Agreement or impose a late fee of one percent (1%) of the amount owed, per month or portion thereof that the invoice in question remains unpaid.

- (b) The City shall charge recipients of services within the Village fees for emergency medical services, transports, and any other service provided by the Madison Fire Department for which the City charges a fee within the City, and such charges shall be at the same rate as the City charges to recipients of such services within the City.
- (c) The Village shall collect, charge, and provide to the City all fees the Village collects on behalf of the City for fire inspection, fire protection engineering, fire-related plan review, elevator inspections and other Fire Operations and Fire Prevention related services performed by the City, at the same rates charged within the City, unless such fees were charged directly to the recipient of the service and paid directly to the City. When collected, the Village shall provide these fees to the City within thirty (30) days.
- (d) The Village shall provide to the City the two percent (2%) dues received by the Village from the State of Wisconsin relating to fire entitlement dues as authorized under Wis. Stats. § 101.575 (and all subsequent amendments/additions). The Village shall comply with all fire dues distribution audit reports and associated documentation required under Wis. Stats. § 101.573 (and all subsequent amendments/additions). When received, the dues shall be provided to the City within thirty (30) days.

5. Special Assessments and Special Charges.

- A. The Parties recognize that after the effective date of this Agreement, the City may, from time to time, find that it is necessary to levy special charges for current

services or special assessments for public improvements under Madison General Ordinances § 4.09 and Wis. Stats. § 66.0627, 66.0701 or 66.0703 (and all subsequent amendments and additions) against Village properties based upon fire protection and/or emergency medical services provided by the City under this Agreement. Any special charges or special assessments under this Section shall be apportioned to and collected from Village property owners in the same manner as properties in the City, and shall not in any respect discriminate against Village properties because they are in the Village. Village property owners shall have all the same protections and rights as property owners in the City subject to the same special charges or special assessments. The Village hereby approves such future charges or levies, under Wis. Stats. § 66.0707 and the Village's resolution approving this Agreement constitutes the Village's resolution required by § 66.0707. In the event that this blanket pre-approval provision is invalidated by a court of competent jurisdiction, the Village further agrees to the extent that it may lawfully do so, that it shall timely approve such special cost or special assessment levy by separate resolution pursuant to said statute.

- B. The City shall not impose any special charge or levy any special assessment against any property in the Village based upon any cost that is included in the City Fire Operating Budget or the City Fire Debt Service Payment.
 - C. Before imposing any special charge or levying any special assessment against any property in the Village, the City shall notify the Village of such special charge or special assessment. The Village may elect to pay any proposed special charge or special assessment, and if the Village elects to pay a special charge or special assessment, the special charge or special assessment shall not be imposed or levied against any property in the Village.
6. Operational Policy. Operational policy for providing Fire Operations and Fire Prevention services under this Agreement shall be established by the City, and the City shall have the responsibility for implementation of all policies adopted.
 7. Operational Personnel. The personnel providing Fire Operations and Fire Prevention services under this Agreement shall be employees of the City, and are not agents or employees of the Village. The City shall be solely responsible for paying all wages, benefits, disability payments, and pension and worker's compensation claims for City employees providing services under this Agreement, and for damage to City equipment and clothing used in providing services under this Agreement.
 8. Village Equipment and Personnel. All Village personnel, equipment and facilities shall remain the personnel, property and responsibility of the Village. The City shall not assume any responsibility or ownership over said Village personnel, equipment and facilities.
 9. Liability. Each party shall be responsible for the consequences of its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents,

boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall be responsible only for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and, commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stats. § 893.80 or any other protections available to the parties by law.

10. Effective Date, Term, Renewal of this Agreement. This Agreement shall be effective beginning on the date as of which it has been executed by the City and the Village, and shall be in force through December 31, 2064. The Agreement shall automatically renew for additional five (5) year terms, unless either party notifies the other not less than 5 years before the expiration date of its intent to not renew this Agreement or any extension of this Agreement.
11. Termination.
 - A. Termination by Agreement. The parties may agree in writing to terminate this Agreement at any time.
 - B. Termination for Cause. If either party shall commit a breach of, or fail to timely and properly fulfill any obligation under this Agreement, other than late payment as described in Sec. 4.B.(4)(a), the nonbreaching party shall provide the breaching party written notice thereof providing thirty (30) days from the date of receipt of the notice to cure. If the breach is not cured within the 30 days, the nonbreaching party retains all available rights at law and equity, including but not limited to the immediate termination of this Agreement and all rights of the breaching party, suit for damages, and specific performance. If due to the nature of the breach it cannot be cured within 30 days from the receipt of notice, then the breaching party shall be deemed to be complying with the notice to cure, if promptly upon receipt of such notice the breaching party takes steps to cure the breach as soon as reasonably possible and proceeds thereafter with due diligence to cure the breach within a period of time which, under all the circumstances, shall be reasonable.
 - C. This Agreement will terminate in the event that the City of Madison no longer provides Fire Operations services within the City.
 - D. Effect of Termination. If this Agreement is terminated for any reason, the Village's payment(s) due to the City shall be pro-rated through the effective date of the termination.
12. Change in Law / Severability. If Section 2 or Section 4 of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable and there is no further right to appeal such holding, or if there is a change in state or federal law that renders Section 2 or Section 4 illegal or otherwise unenforceable, this Agreement shall

terminate. If any part, term, or provision of this Agreement other than Section 2 or Section 4 is held by a court of competent jurisdiction to be illegal or otherwise unenforceable or is rendered illegal or otherwise enforceable by a change in state or federal law, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the invalid part, term or provision was never part of the Agreement.

13. Force Majeure. "Force Majeure" shall mean an event or circumstance beyond the reasonable control of and without the fault or negligence of the party claiming Force Majeure. It shall include a failure or interruption in the provision of services due to an act of God; war; sabotage; riot; insurrection; civil unrest or disturbance; explosion, earthquake; flood or other abnormal weather condition. An event of Force Majeure that prevents the City from providing Fire Operations service or Fire Prevention service shall excuse the City from providing such service until the event of Force Majeure no longer prevents the City from providing such service.
14. Conflict Resolution. The City and the Village pledge their good faith to resolve any concerns or disputes that arise regarding their respective obligations. Any potential misunderstandings or disputes that are not resolved by Village and Fire Department staff shall be addressed by a group consisting of the Mayor of the City, the Village President of the Village, the Fire Chief, and any staff members and legal counsel requested by either party. Either party may at any time request a meeting with the other party to discuss a concern relating to this Agreement. Nothing in this section is intended to prevent either party from seeking any remedy available to it under this Agreement from a court of competent jurisdiction in Dane County, Wisconsin as described in Section 19.
15. Non-Discrimination. In the performance of work under this Agreement, the City and Village agree to not discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. The City and Village further agree to not discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex or national origin.
16. Notices. All notices to be given shall be in writing and delivered by personal delivery or by Certified United States mail, as follows:

To the City of Madison:

Fire Chief, City of Madison
Madison Fire Department
325 West Johnson Street
Madison, WI 53703

With a copy to: Madison City Attorney
Room 401
210 Martin Luther King, Jr., Blvd.
Madison, WI 53703

To the Village of Shorewood Hills: Village Clerk
810 Shorewood Blvd.
Madison, WI 53705-2115

With a copy to: Shorewood Hills Village Attorney
Stafford Rosenbaum LLP
222 West Washington Avenue, Suite 900
Madison, WI 53703

Either party may change the names and addresses for giving notice to such party by delivering written notice of such change or changes to the other party.

17. Entire Agreement. This Agreement, including any and all addenda, exhibits and the like attached hereto, sets forth the entire agreement between the City and the Village regarding the City's provision of Fire Operations and Fire Prevention services to the Village, and supersedes any prior discussions, agreements or understandings, either written or oral.
18. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Village shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Village therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
19. Choice Of Law And Forum Selection. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be a court of competent jurisdiction in Dane County, Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
20. No Third Party Beneficiaries. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of the Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits

or privileges of any person who is not a party hereto, including but not limited to employees of either party.

21. Amendment / Modification. This Agreement may be amended or modified only by written amendment approved and executed by the Village and the City.
22. Binding Effect / Assignment. The parties have entered into this Agreement under the authority of Wis. Stats. § 66.0301. Neither party may assign its obligations hereunder to any third party without the prior written consent of the other party. Subject to the foregoing, the parties agree that this Agreement shall be binding upon and inure to the benefit of both parties, as well as their respective heirs, successors and assigns.
23. Construction. The parties acknowledge that this Agreement is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against any party because that party's attorney drafted this Agreement or any part hereof.
24. Authority. Each party represents that it has the authority to enter into the Agreement and that all necessary procedures have been followed to secure authorization to enter into this Agreement from the party's respective governing body. Each person signing the Agreement represents and warrants that he or she has been duly authorized to do so.
25. Counterparts. The Agreement may be signed in counterparts which, when taken together, shall be effective as if all signatures appeared on the same original document.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers as of the date when all parties hereto have affixed their respective signatures.

FOR THE CITY OF MADISON

Paul Soglin, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Approved:

David P. Schmiedicke, Finance Director

Date

Eric Veum, Risk Manager

Date

Approved as to Form:

Michael P. May, City Attorney

Date

FOR THE VILLAGE OF SHOREWOOD HILLS:

Mark Sundquist, Village President

Date

Colleen Albrecht, Village Clerk

Date

Approved as to form:

Matthew P. Dregne, Village Attorney

Date

Attachments:

- Exhibit A – City 2012 adopted Operating Budget for the Fire Department
- Exhibit B – City 2012 Statement of Indebtedness and Debt Service – Fire Department
- Exhibit C – Excerpts from August 18, 2009, Public Protection Summary Report

EXHIBIT ACity Fire Operating Budget
(CFOB)**Fire Prevention**

The Fire Prevention Division provides fire safety education, fire inspection, fire protection engineering, public information, elevators and fire/arson investigation services. Fire and life safety and harm prevention education is available to the community and is routinely provided to children, business and industry, and the elderly. Fire inspections are conducted semi-annually or annually in all commercial buildings and residential occupancies. Technical code issues are managed by the Fire Protection Engineering Unit of the Division. The Division is responsible for management of the Department's media information relative to emergency incidents. All fires are investigated to determine the origin, cause, and circumstances surrounding those fires and provide expert witness testimony in civil litigation and criminal prosecution. The elevator inspection program is responsible for overseeing the safety of all elevators, escalators and vertical conveyances. Every unit is inspected on an annual basis for compliance with national, state and local ordinances. In addition, all elevator installations and modifications are submitted for plan review and inspection.

Service Summary			
	2010 Actual	2011 Adopted	2012 Adopted
Total Expenditures	\$ 2,335,717	\$ 2,496,815	\$ 2,448,430
Less Inter-Agency Billings	1,058,145	860,120	986,675
Net Total	\$ 1,279,573	\$ 1,636,695	\$ 1,461,755

**Fire
Summary by Major Object of Expenditure**

	2010 Actual	2011 Adopted	2011 Projected	2012 Request	2012 Executive	2012 Adopted
Permanent Salaries	\$ 25,029,604	\$ 25,885,919	\$ 25,885,919	\$ 24,727,848	\$ 26,084,700	\$ 26,879,756
Hourly Employee Pay	6,756	0	0	0	0	0
Overtime Pay	795,224	759,847	759,847	668,447	668,447	689,343
Fringe Benefits	11,986,353	12,558,848	12,558,848	11,977,598	12,630,243	11,044,228
Purchased Services	1,216,194	1,386,470	1,389,670	1,274,411	1,274,411	1,274,411
Supplies	1,030,987	1,103,984	1,113,284	1,041,892	969,192	969,192
Inter-Departmental Charges	3,077,780	3,162,135	3,162,135	3,164,370	3,164,370	3,314,370
Debt/Other Financing Uses	0	0	0	0	0	0
Capital Assets	0	32,000	32,000	0	0	0
Total Expenditures	\$ 43,142,897	\$ 44,889,203	\$ 44,901,703	\$ 42,854,566	\$ 44,791,363	\$ 44,171,300
Inter-Agency Billings	2,191,107	1,617,167	1,629,667	1,482,961	1,482,961	1,482,961
Net Budget	\$ 40,951,790	\$ 43,272,036	\$ 43,272,036	\$ 41,371,605	\$ 43,308,402	\$ 42,688,339

2012
ADOPTED
OPERATING BUDGET

EXHIBIT B
City Fire Debt Service
(CFDS)

STATEMENT OF INDEBTEDNESS AND DEBT SERVICE

SUMMARY BY PURPOSE OF ISSUE

Purpose	Principal, 2012		Outstanding December 31	Interest Payable 2012
	Outstanding January 1	Payable		
Promissory Notes				
Streets	\$ 128,316,832	\$ 18,667,010	\$ 109,649,823	\$ 4,246,387
Parks Improvements	13,739,917	1,969,450	11,770,467	487,915
Land Acquisition	5,035,958	529,593	4,506,365	84,523
Public Buildings	14,313,995	2,108,110	12,205,885	506,359
Equipment Purchase	23,676,398	3,704,593	19,971,805	794,179
Planning & Development	12,241,251	1,542,660	10,698,592	406,769
Refuse Reduction & Landfill	10,107	3,977	6,130	283
Police	8,551,906	1,525,290	7,026,616	300,898
Fire	8,232,106	1,471,283	6,760,822	261,552
Total General Purposes	\$ 214,118,470	\$ 31,521,965	\$ 182,596,505	\$ 7,088,866
TIF Districts	23,907,085	3,545,361	20,361,724	830,523
Impact Fees	1,818,905	201,116	1,617,789	59,555
Library	8,863,055	1,142,491	7,720,564	269,407
Monona Terrace	497,339	21,279	476,060	15,078
Golf Enterprise	142,396	6,093	136,303	4,317
Fleet Service	22,727,722	3,987,441	18,740,281	800,734
Transit Utility	9,444,916	1,134,139	8,310,777	320,788
Stormwater Utility	26,499,419	4,118,274	22,381,145	937,558
Water Utility	1,348,947	57,717	1,291,230	40,897
Public Health of Madison and Dane County	636,042	82,721	553,321	21,517
CDBG	113,701	4,865	108,836	3,447
CDA Housing Operations	542,007	23,191	518,816	16,432
CDA Redevelopment	8,650,000	866,318	7,783,682	128,777
Room Tax	2,047,202	697,910	1,349,292	81,888
Debt Service Reserves	807,794	284,120	523,674	30,321
Total Non-General Purposes	\$ 108,046,530	\$ 16,173,036	\$ 91,873,494	\$ 3,561,239
General Obligation Bonds	0	0	0	0
Land Contracts & Mortgages	0	0	0	0
TOTAL G.O. DEBT	\$ 322,165,000	\$ 47,695,001	\$ 274,469,999	\$ 10,650,105
Paying Agent Fees	0	0	0	10,000
Revenue Debt	112,500,000	5,505,000	106,995,000	4,617,033
TOTAL	\$ 434,665,000	\$ 53,200,001	\$ 381,464,999	\$ 15,277,138

The final step in determining the Credit for Fire Department is to add up the following eight components:

Item	Earned Credit	Credit Available
513. Credit for Engine Companies (CEC)	9.77	10
523. Credit for Reserve Pumpers (CRP)	0.65	1
532. Credit for Pumper Capacity (CPC)	5.00	5
549. Credit for Ladder Service (CLS)	3.76	5
553. Credit for Reserve Ladder and Service Trucks (CRLS)	0.39	1
561. Credit for Distribution (CD)	3.55	4
571. Credit for Company Personnel (CCP)	3.40	15
581. Credit for Training (CT)	2.07	9
Total Credit	28.59	50

If the score Shorewood Hills achieved for the fire department was translated into a 100-point scale instead of the 50-points actually used, the relative Fire Suppression Rating Schedule classification for this section of the review would be a (relative) **Class 5**.

Water Supply

Forty percent of a community's overall score is based on the adequacy of the water supply system. The ISO field representative evaluated:

- representative building locations in the city to determine the theoretical amount of water necessary for fire suppression purposes (needed fire flow up to 3,500 gpm)
- fire hydrants: size, type and installation to determine the capacity of the fire hydrants
- hydrants: inspection and condition to review the fire hydrant inspection frequency, the completeness of the inspections and the condition of the hydrants

Item 616 – Credit for Supply System

The first item reviewed was Item 616 "Credit for Supply System (CSS)". This item reviews the rate of flow that can be credited at each of the needed fire flow tests locations considering the supply works capacity, the main capacity and the hydrant distribution. The lowest flow rate of these items is credited for each representative location reviewed. A water system capable of delivering 250 gpm or more for a period of two hours plus consumption at the maximum daily rate at the fire location is considered minimum in the ISO review.

To determine the score for Item 616 "Credit for Supply System", three sub items (Item 612 "Supply Works Capacity", Item 613 "Main Capacity" and Item 614 "Hydrant Distribution") need to be evaluated.

We calculate the supply works capacity for each representative needed fire flow test location. In doing this, ISO considers a variety of water supply sources. These would include public water supplies, emergency supplies (usually accessed from neighboring water systems), suction supplies (usually evidenced by dry hydrant installations near a river, lake or other body of water), and a supply developed by a fire department using large diameter hose or vehicles to shuttle water from a source of supply to a fire site. The result is expressed in gallons per minute (gpm).

The normal ability of the distribution system to deliver Needed Fire Flows (NFF) at the selected building locations is reviewed. The results of a flow test at a representative test location will indicate the ability of the water mains (or fire department in the case of fire department supplies) to carry water to that location.

The hydrant distribution is reviewed within 1,000 feet of representative test locations measured as hose can be laid by apparatus. Credit is allowed up to 1,000 gpm from each hydrant within 300 feet of the location, 670 gpm from hydrants within 301 to 600 feet of the location and 250 gpm from hydrants within 601 to 1,000 feet of the location. The normal distribution of hydrants in the vicinity of test locations considered in Items 612 and 613 are evaluated. These hydrant distribution allowances are based upon a standard fire hydrant with a pumper outlet conforming to the American Water Works Association (AWWA) Standard C-502 or C-503. In addition, they are based upon a standard complement of 1,200 feet of 2½ inch fire hose. If a hose diameter greater than 2½ inch is carried by all in-service pumps, the hydrant distribution credit may be greater than that stated above due to the reduced friction loss in the larger diameter hose.

Where there are 2 or more systems or services distributing water at the same location, credit is given on the basis of the joint protection provided by all systems and services available.

- A. Sub-standard type hydrants with at least one fire department outlet are considered if they are capable of delivering at least 250 gpm.
- B. A cistern or other suction point must be capable of supplying 250 gpm for at least 2 hours to be recognized.
- C. The maximum credit for a hydrant may be limited by A or B above and is limited by the number and size of outlets as follows:

	MAXIMUM CREDIT
At least one pumper outlet	1,000 gpm
Two or more hose outlets, no pumper outlet	750 gpm
One hose outlet only	500 gpm

For maximum credit in the FSRS, the needed fire flows should be available at each location in the district. Needed fire flows of 2,500 gpm or less should be available for 2 hours; and needed fire flows of 3,000 and 3,500 gpm should be obtainable for 3 hours.

A variety of buildings were used as representative building locations in the city to determine the theoretical amount of water necessary for fire suppression purposes (needed fire flow).

The points calculated for Shorewood Hills resulted in the following:

CSS = 22.45

Item 621 – Credit for Hydrants

The second item reviewed is Item 621 "Credit for Hydrants (CH)". This item reviews the number of fire hydrants of each type compared with the total number of hydrants.

For maximum credit in the FSRS, all hydrants should have a pumper outlet, 6 inch or larger branch connection, uniform size operating nut and should operate in a uniform direction in accordance with AWWA C-502 *Standard for Dry-Barrel Fire Hydrants* or AWWA C-503 *Standard for Wet-Barrel Fire Hydrants*.

For maximum credit, all suction supply points should be equipped with a dry hydrant with a 6 inch or larger pipe and fittings, a minimum number of 90 degree elbows (preferably no more than two), and suction screen placement so that the dry hydrant will deliver the design capacity (usually 1,000 gpm) as specified in NFPA 1142, *Standard on Water Supplies for Suburban and Rural Fire Fighting*.

There are a total of 77 hydrants in the city.

620. Hydrants, - Size, Type and Installation	Earned Credit	Credit Available
A. With a 6 -inch or larger branch and a pumper outlet with or without 2½ -inch outlets There are 77 hydrants that have a 6 -inch or larger branch and a pumper outlet.	100.00	100
B. With a 6 -inch or larger branch and no pumper outlet but two or more 2½ -inch outlets, or with a small foot valve, or with a small barrel There are 0 hydrants that have a 6 -inch or larger branch but no pumper outlet, or have a small foot valve or with a small barrel.	0.00	75
C. With only a 2½ -inch outlet There are 0 hydrants with only a 2½ -inch outlet.	0.00	25
D. With less than a 6 -inch branch There are 0 hydrants with less than a 6 -inch branch connection.	0.00	25
E. Flush Type There are 0 hydrants that are of the flush type.	0.00	25
F. Cistern or suction point There are 0 locations that are considered a cistern and/or a suction point.	0.00	25
Total	100.00	100

Note 1: 2 points are deducted for each 10 percent of the hydrants that are not operating in a uniform direction of the majority, or with an operating nut different from the majority. Of the 77 hydrants that were reviewed, 0% did not operate in the direction of the majority and 0% had a different size operating nut.

Note 2: 10 points are deducted if more than one type hose thread is used for pumper or hose outlets. Of the 77 hydrants that were reviewed, none had a different hose thread than the majority. There were no points deducted for this item.







