



CITY OF ANTIGO

COMMITTEE OF THE WHOLE MEETING

COUNCIL CHAMBERS

Wednesday, November 13, 2019

CITY HALL, 700 EDISON STREET

5:30 PM

Call to Order

Discussion and Action May Occur on the Following Agenda Items:

1. Update to Hotel/Motel Tax Commission Membership to Eliminate Antigo/Langlade County Chamber of Commerce Director and Langlade County Economic Development Corporation Director and Appoint Two Community Members who Own a Home or Business in the City of Antigo
2. Consideration to Provide Ambulance Services for the Town of Elcho under a 5-Year Agreement to be Effective January 1, 2020
3. Closed Session: Pursuant to Section 19.85 (1)(f), Wisconsin Statutes, and upon Proper Motion, the Committee will Convene into Closed Session to Review an Employee's Medical Information Regarding Payment of a Health Insurance Claim. Upon Completion of Discussion in Closed Session, the Committee Will Reconvene into Open Session to Act on Matters Discussed, If Necessary, and Proceed with the Regular Order of Business.
4. Consideration of Medical Payment Claim for Employee through the Health Insurance (pending outcome of discussion in closed session)

Any Other Matters

Adjournment

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact Jaime Horswill, 700 Edison Street, Antigo, Wisconsin 54409. (715) 623-3633 extension 100. Members of and possibly a quorum of members of other governmental bodies may be in attendance to gather information. Any governmental body other than that specifically referred to above will take no action.

DATE MAILED: November 07,2019

BILL BRANDT

ORDINANCE NO. :1317B

An Ordinance Amending Section 2-888 of the Municipal Code of the City of Antigo.

The Common Council of the City of Antigo does ordain as follows:

Section 1. Section 2-888 is amended to delete the “Antigo/Langlade County Chamber of Commerce Director” and “Langlade County Economic Development Corporation Director” from the list of commissioners making up the Hotel/Motel commission and replace them with “two community members who own a home or business in the City of Antigo”.

Section 2. This Ordinance shall be in force and effect from and after its passage and publication.

ADOPTED: _____, 2019.

APPROVED: _____, 2019.

Bill Brandt, Mayor

ATTEST:

Kaye Matucheski, City Clerk

Attachment: 1317B (3089 : Hotel Motel Ordinance)



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: November 13, 2019
Re: Consideration to Provide Ambulance Services for the Town of Elcho under a 5-Year Agreement to be Effective January 1, 2020

Chiefs Roller and Petroskey and I were approached by the Town of Elcho to identify what potential ambulance coverage to their area under a proposed 5-year agreement would consist of. The consideration was initiated by the Town Board and ultimately presented to Elcho residents through a series of public meetings addressing the topic of discontinuation of the Elcho EMS service.

I attended these public meetings along with Chief Petroskey or his representative during his absence. When requested, we provided the Town Board and its residents responses related to the level of our services expected to be provided under the proposed agreement. We also related our similar services being provided to other communities.

Attached to your agenda packet is a copy of the proposed 5-year Agreement with the Town of Elcho (comparable to that offered at the beginning of 2019 to the former Troutland Rescue) I am recommending your concurrence to enter into a 5-year contract with the Town of Elcho. A copy of the agreement has been shared with the Town of Elcho; they voted to utilize our services under this agreement at their October 24th meeting.

Given that the agreement is consistent with the previously reviewed Troutland Rescue Agreement conducted by Mike Winter at the end of 2018 no further review was requested on his part. Both the former Troutland and the Elcho agreements are based off of the services and fees provided to the original ten townships that we serve.

If you have any questions, please feel free to contact me or Chief Petroskey upon his return to work. Chief Roller is also available to address your concerns as well.

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF EMERGENCY AMBULANCE SERVICES

The undersigned, do hereby enter into the Intergovernmental Agreement for the Provision of Emergency Ambulance Services, pursuant to Section 66.0301, Wis. Stats., By and between the **CITY OF ANTIGO**, a Wisconsin Municipality, hereinafter referred to as (“CITY”), and the **TOWN OF ELCHO**, Langlade County, Wisconsin, hereinafter referred to as (“TOWN”).

1. The CITY agrees to make its ambulance service available to the TOWN for consideration hereinafter specified.

2. The TOWN agrees to enter into a five-year contract for said services, beginning January 1, 2020 and concluding December 31, 2024 The TOWN agrees to remit annual payments to the CITY based on the fee structure listed below.

2020 - \$51,220

2021 to 2024 to be determined annually as indicated within this document

This agreement shall automatically renew for an additional one year on the same terms and conditions unless one party gives the other written notice by January 1, 2024 of its desire not to renew.

3. The Annual payment for the TOWN will be calculated off the average per-capita cost to the initial 10 towns listed below in (11).
4. Annual payments shall be made in two (2) equal installments, with the first payment due not later than January 31 of each year and the second payment shall be due not later than July 31 of each respective year, or as negotiated otherwise.
5. In addition to the retainer fee, those TOWN residents using the ambulance service shall receive an invoice for services rendered from the CITY. Said billing shall be comprised of the base ambulance rate (Basic Life Support or Advanced Life Support), transport mileage, and miscellaneous supplies used to provide necessary patient care to the user.
6. It is understood by both parties that the CITY does not, by this agreement, make any representations as to the effectiveness of its equipment or personnel in performing the service hereby contracted for and that the service has been offered at the request of the TOWN as a substitute for the TOWN furnishing its own service.
7. The CITY agrees to transport the sick and injured to a hospital based upon the decision of an Emergency Medical Technician (EMT) as determined by the patient’s condition, or as directed by a licensed physician under emergency conditions.

8. The Town agrees to respond with extrication equipment to the scene of an automobile accident.
9. All areas within the TOWN shall be adequately signed (addressed) and maps shall be provided to the Antigo Fire Department at the expense of the TOWN.
10. The CITY shall at all times during the term of this agreement carry and maintain insurance as follows:
 - (a) A Worker's Compensation insurance policy protecting the parties hereto for loss or damage because of liability that may be incurred by the CITY, its agents or liabilities shall be imposed under the Wisconsin Worker's Compensation Act with a limit of liability as provided by law.
 - (b) A comprehensive general liability insurance policy protecting the parties hereto and their agents and assigns from loss or damage of liability that may be incurred by the parties hereto or either of them in the performance of this Agreement when such liability is imposed as a result of premises/operations, products and completed operations, employees as additional insured, personal injury, fire, legal liability, blanket contractual liability, broad form damage, and professional liability (malpractice) injury to or death of a person or persons. Such policy shall provide for a combined single limit of liability of not less than \$2,000,000.
 - (c) A comprehensive automobile insurance policy on all vehicles used in the process of complying with this Agreement with liability limits of not less than \$1,000,000 as a combined single limit;
 - (d) Certificates evidencing that such insurance contracts have been issued and that the premiums due thereon have been paid shall be deposited with the TOWN at the time of the execution of this Agreement. All of said policies shall be so issued that they will inure to the benefit of the TOWN and its agents and CITY and its agents and that coverage shall be included for individuals who are licensed EMT's or certified First Responders and who act in concert and with the approval of CITY in the course of rendering services under this Agreement as such interests may appear, and shall be issued by a company or companies licensed to do business in Wisconsin. The TOWN shall be named as an additional insured on each Certificate, except Worker's Compensation, with CITY to provide proof of Worker's Compensation to the TOWN. Each Certificate shall provide that the insurer will endeavor to mail written notice of cancellation to the TOWN within ten (10) days.
 - (e) CITY agrees to indemnify the TOWN against and save it harmless from any and all claims, demands, lawsuits or liability, loss, damage, injury, or death costs and expenses however arising from or in connection with the existence, maintenance, operation or use of said ambulance or ambulance service or the negligence of the operation thereof.
 - (f) The following is a summary of the insurance coverage CITY shall maintain:

Worker's Compensation:	\$100,000 Liability \$100,000 Per/Accident \$100,000 Per Employee Disease
Liability Insurance:	\$2,000,000 Aggregate
Vehicle Liability (Auto):	\$1,000,000 Liability

11. The initial startup TOWN(s) (i.e. Ackley, Antigo, Neva, Peck, Polar, Price, Rolling, Summit, Upham and Vilas) shall be covered by the terms of this Agreement. Any additional TOWN wishing to be considered for entering into this Agreement, shall have their request for service reviewed by the CITY/TOWN Ambulance Committee.

12. This Agreement contains all the promises and covenants by and between the parties.

Dated this ____ day of _____, 20__

CITY OF ANTIGO

BY: _____

Bill Brandt, Mayor

BY: _____

Kaye Matucheski, Clerk

Dated this ____ day of _____, 20__

TOWN OF ELCHO

BY: _____

(Print) _____, Chairman

BY: _____

(Print) _____, Clerk



To: Mayor and City Council
From: Kaye Matucheski, Clerk/Treasurer
Date: November 13, 2019
Re: Consideration of Medical Payment Claim for Employee through the Health Insurance
(pending outcome of discussion in closed session)

The closed session is to discuss a medical issue for an employee and payment by the Health Insurance Plan. No information can be shared publicly at this time as this concerns an employee's protected health information.

Action may be needed in open session to pay a medical claim depending on the outcome of the discussion in closed session.