

**Village of Cambridge Board of Trustees
Amundson Community Center
200 Spring Street, Cambridge
Tuesday October 11, 2022
6:30 p.m.**

Village Board Agenda

- 1. Call to Order/Roll Call**
- 2. Pledge of Allegiance**
- 3. Proof of Posting**
- 4. Invited Guest:** Margie Banker, District Administrator, Cambridge School District
- 5. Public Comment**
- 6. Approval of Consent Agenda:**
 - a. Village Board Minutes: September 27, 2022
- 7. Reports:**
 - a. Presidents Report
 - b. Joint Review Board: October 6, 2022
 - c. Plan Commission: October 10, 2022
 - d. Joint Law Enforcement: October 11, 2022
 - e. Director Dept of Public Works-Tod Lord
 - f. Village Office Updates: Administrator/Clerk Moen
- 8. Treasurer's Report:**
 - a. Bills
- 9. New Business:**
 - a. Discussion and Possible Action Regarding Conditional Use Permit for Jim Curran, Matt's Plat, Lot 2, tax key 111/0612-013-0512-1, for the purpose of a drive through restaurant; Recommendation from Plan Commission
 - b. Discussion and Possible Action Regarding Updating Smart Growth Plan; Recommendation from Plan Commission
 - c. Discussion and Possible Action Regarding Intergovernmental Agreement with the Jefferson County Economic Development Consortium
 - d. Discussion and Possible Action Regarding Village Board Meeting of November 8, 2022
- 10. Unfinished Business:**
 - a. Fire Commission Update
 - 1) Fire Commission Budget
 - 2) General Discussion Regarding Joint Fire and Emergency Medical Services Agreement
- 11. Correspondence:** None
- 12. Upcoming Meetings:** October 12, Library Board; October 17, Economic Development; October 18, Water and Sewer; October 25, Village Board; Public Works TBD; Audit and Finance, TBD.
- 13. Questions, Referrals to Staff or Future Agenda Items:**
- 14. Convene into Closed Session** per 19.85(1)(c) of the Wisconsin Statutes to consider the employment, promotion, compensation or performance evaluation data of Village employees: Public Works Laborer Position, Vacant Village Board Seat

15. Reconvene into Open Session

16. Action taken in Closed Session

- a. Discussion and Possible Action Regarding Hiring of Public Works Laborer**
- b. Discussion and Possible Action Regarding Vacant Village Board Seat**

17. Adjournment

Lisa Moen, Administrator/Clerk

Note

- 1) Persons Needing Special Accommodations Should Call 423-3712 At Least 24 Hours Prior To The Meeting.
- 2) More Specific Information About Agenda Items May Be Obtained By Calling 423-3712.
- 3) Final Agendas Are Typically Posted By 4 Pm On The Friday Preceding The Regular Meeting At The Amundson Community Center, Cambridge Post Office, Hometown State Bank, Badger Bank and the Village Website

VILLAGE OF CAMBRIDGE

Policy of Decorum for Public Meetings

The purpose of Policy of Decorum is to promote mutual respect, civility, and orderly conduct among elected and appointed Village officials, Village staff, and members of the public. This policy is not intended to deprive any person of his or her right to freedom of expression, but to promote, to the extent possible and reasonable, open dialogue and positive communications while discouraging intimidating, demeaning, volatile, hostile or aggressive actions. The Village expects locally elected and appointed officials and its employees to comply with this policy, and also seeks cooperation from members of the public.

The Village holds numerous public meetings, such as meetings of the Village Board and Village commissions, boards and committees. In order to safeguard participatory democracy in the Village of Cambridge, all elected officials, appointed officials and Village employees are expected to adhere to the following standards of conduct:

- Treat everyone with courtesy;
- Listen to others respectfully;
- Exercise self-control;
- Exercise honesty at all times;
- Give open-minded consideration to all viewpoints;
- Focus on the issues and avoid personalizing debate;
- Embrace respectful disagreement and dissent as democratic rights that are inherent components of an inclusive public process and tools for forging sound decisions;
- Allow board and commission members to speak without intimidation or interruption;
- Provide fair and equal treatment for all persons coming before Village bodies.

The Village requests that members of the public also exercise civility by following these guidelines during public meetings.

Whenever any disturbance or disorderly conduct shall occur in any of the meetings of the board, the president may cause the room to be cleared of all persons causing such disorderly conduct. VCO § 2.08.190.

Village of Cambridge Board of Trustees

VIA ZOOM MEETING

200 Spring Street, Cambridge

Tuesday September 27, 2022

6:30 p.m.

Village Board Minutes

Topic: Village Board Meeting

Time: Sep 27, 2022 06:30 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/81542788043?pwd=UitTRWtuSmdFdzB4V1NyTStNTjdSdz09>

Meeting ID: 815 4278 8043

Passcode: 458083

One tap mobile

+13126266799,,81542788043#,,,,*458083# US (Chicago)

+16465588656,,81542788043#,,,,*458083# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 669 444 9171 US

+1 719 359 4580 US

+1 720 707 2699 US (Denver)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 386 347 5053 US

+1 564 217 2000 US

Meeting ID: 815 4278 8043

Passcode: 458083

Find your local number: <https://us06web.zoom.us/u/kbUK07z0qc>

- 1. Call to Order/Roll Call** President McNally called the meeting to order at 6:30 p.m. Members present: Trustees Kumbier, Hollenbeck, Franklin, Breunig and President McNally. Members excused: Trustee Wittwer. Others present: Lisa Moen, Administrator/Clerk; Chrissie Brynwood, Treasurer; Madelyn Westberg- Cambridge Paper. Kayla Sipple SC Landscapes.
- 2. Pledge of Allegiance**
- 3. Proof of Posting** The Agenda was posted in the upper and lower levels of the Amundson Community Center, Cambridge Post Office, Hometown Bank, Badger Bank and the Village of Cambridge Website.

4. **Invited Guest:** Margie Banker, District Administrator, Cambridge School District-Cancelled Will attend another meeting.
5. **Public Comment- None**
6. **Approval of Consent Agenda:**
 - a. Village Board Minutes: September 13, 2022
 - b. Water and Sewer Meeting: September 20, 2022
 - c. Set Trick or Treat Hours for October 31, 5:30 pm- 7:30 pm

Trustee Hollenbeck made a motion to approve the consent agenda and to set the Trick or Treat hours on October 31st to 5:30pm to 7:00pm, seconded by Trustee Kumbier. Motion carried.

7. Reports:

- a. Presidents Report President McNally questioned how Administrator Moen and Director Lord were feeling sue to Covid. Administrator Moen stated she was getting better slowly. Treasurer Brynwood said that Director Lord was not well and that he was hit very hard. President McNally stated that there was a lot of water due to the exes
- b. Library Board, September 14, 2022, Trustee Kumbier stated he attended but could not finds the notes he had taken.
- c. Director Dept of Public Works-Tod Lord Absent
- d. Village Office Updates: Administrator/Clerk Moen mentioned that due to Covid interviews were pushed back until next week. New employee will be starting on October 4th, virtually met with Computer Magic to get their numbers for the next years budget preparation.

8. Treasurer's Report:

- a. **Bills** Treasurer Brynwood stated the first round of bills was \$36,791.53 and the second round was \$317.20 for a grand total of \$37,108.73. Trustee Hollenbeck questioned the invoice from Sink to Septic- this was work done out at the ponds off of Lagoon Road for the artesian well.

Trustee Hollenbeck made a motion to approve the bills in the amount of \$37,108.73, seconded by Trustee Kumbier. Motion carried on a roll call vote.

9. New Business:

- a. Discussion and Possible Action Regarding: Parade request: Pleasant Time- Halloween Costume Parade, October 29, 10:00 am – 10:30 am.

Trustee Hollenbeck made a motion to approve the Halloween Costume Parade request from Pleasant Time for October 29th 10:00 am-10:30am, seconded by Trustee Kumbier. Motion carried.

- b. Discussion and Possible Action Regarding Pay Increase for Chrissie Brynwood-Administrator Moen gave the board an update that Treasurer Brynwood has recently graduated from the University of Wisconsin at Green Bay with the Treasurer's Institute. She explained that this is similar to when the crew obtain their certifications, they get an extra \$1.00 an hour. Administrator Moen also mentioned that Treasurer Brynwood will be going for her Municipal Treasurer's certification as well in February.

Trustee Hollenbeck made a motion to approve a \$1.00 an hour raise for Treasurer Brynwood for passing the Treasurer Institute, seconded by Trustee Breunig. Motion carried on a roll call vote. Trustee Breunig congratulated Treasurer Brynwood on being institutionalized. She thanked all.

- c. Discussion and Possible Action Regarding Village Forester Resignation

Trustee Hollenbeck made a motion to accept the Village Forester's Resignation, seconded by Trustee

Kumbier. Motion carried

- d. Discussion and Possible Action Regarding use of 2022 ARPA Funds for Well #2 Project- Administrator Moen discussed the issue that had happened over the past weekend at Well #2. The pump had completely failed on Saturday and the water crew had to turn on Well #3. MSA- Dave Magnussen as well as CTW, who is aware of our wells and this is their specialty, was on site to assist and guide.

Trustee Franklin made a motion to approve the use of ARPA funds not to exceed \$30,000 to pay for the Well #2 repairs that are needed, seconded by Trustee Kumbier. Motion carried.

- e. Discussion and Possible Action Regarding WI Economic Development Corporation Connect Communities Agreement Administrator Moen stated the village can join in this agreement with a fee of \$200. It is a benefit to the village.

Trustee Hollenbeck made a motion to pay the fee and join in the WI Economic Development Corporation Connect Communities Agreement, seconded by Trustee Kumbier. Motion carried.

- f. Discussion and Possible Action Regarding Village of Cambridge Resolution 2022-12, Regarding the Retirement of Curt Witynski and Gail Sumi from the League of Wisconsin Municipalities. Administrator Moen stated that these were key people for all of Wisconsin's local governments.

Trustee Hollenbeck made a motion to approve the Village of Cambridge Resolution 2022-12 regarding the retirement of Curt Witynski and Gail Sumi from the League of Wisconsin Municipalities, seconded by Trustee Franklin Motion carried.

- g. Discussion and Possible Action Regarding Village of Cambridge Resolution 2022-13, Jefferson County Library Resolution. Administrator Moen mentioned that this is done annually requesting an exemption from the Jefferson County library tax.

Trustee Kumbier made a motion to approve the Village of Cambridge Resolution 2022-13 Jefferson County Library tax exemption, seconded by Trustee Franklin. Motion carried.

- h. Discussion and Possible Action Regarding Village of Cambridge Resolution 2022-14, Dane County Library Resolution Administrator Moen mentioned that this is done annually requesting an exemption from the Dane County library tax.

Trustee Franklin made a motion to approve the Village of Cambridge Resolution 2022-14 Dane County Library tax exemption, seconded by Trustee Kumbier. Motion carried.

- i. Discussion and Possible Action Regarding Purchase of Refurbished Pelican Street Sweeper with splitting the cost in half with Stormwater & Village General Fund. Treasurer Brynwood stated that the street sweeper they have now is dangerous to drive. Schroedl had mentioned that the dual brush Pelican would be the ideal one to get. Treasurer Brynwood stated that they might be able to get at least \$5,000 as a trade in.

Trustee Kumbier made a motion to approve the purchase of the dual brush Pelican Street Sweeper not to exceed \$50,000 seconded by Trustee Franklin. Motion carried on a roll call vote.

10. Unfinished Business:

- a. Fire Commission Update-President McNally stated that the commission has had several meetings but then Director Blount was called to a fire call. HE will send the final numbers when it is finalized.

11. Correspondence: None

12. Upcoming Meetings: October 6, Joint Review Board; October 10, Plan Commission; October 11, Joint Law Enforcement; October 11, Village Board; October 12, Library Board; October 17, Economic Development; October 18, Water and Sewer; October 25, Village Board; Public Works TBD; Audit and Finance, TBD.

13. Questions, Referrals to Staff or Future Agenda Items: Trustee Hollenbeck asked that the DPW crew be able to put up the garland before the Small Business Saturday after Thanksgiving. Administrator Moen stated she is confident they get it put up after Thanksgiving. Trustee Franklin also mentioned that he would like Chris Butschke, building inspector to attend the next Planning meeting regarding zoning enforcement. Trustee Hollenbeck also mentioned she would like an update on sidewalks.

14. Adjournment

Trustee Kumbier made a motion to adjourn, seconded by Trustee Hollenbeck, President McNally adjourned the meeting at 7:19 pm.

Chrissie Brynwood Treasurer

Note

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In Progress Checks - Full Report - ALL
ALL Checks by Payee
HOMETOWN BANK GENERAL OPERATING

CAB OK
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ACCT 10-722

Dated From: 10/11/2022 From Account:
Thru: 10/11/2022 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
10/11/2022 1901 INC. MECHANICAL & PLUMBING INSURANCE PAID - FLOOD DAMAGE			
100-00-51600-240-000		MUN BLDG - MAINT & REPAIR INSURANCE PAID - FLOOD DAMAGE 22-3999	997.31
			Total 997.31
10/11/2022 ALLIANT ENERGY/WP&L #5876920000 - STREET LIGHTS			
100-00-53420-000-000		STREET LIGHTS #5876920000 - STREET LIGHTS 9/29/2022	1,440.04
			Total 1,440.04
10/11/2022 BOBCAT OF JANESVILLE BOBCAT REPAIR			
100-00-53311-350-000		PUBLIC WORKS - EQUIP/VEHIC REP BOBCAT REPAIR 02-222147	864.99
			Total 864.99
10/11/2022 CNA SURETY WI PE POSITION SCHEDULE 11/29 -11/29/23			
100-00-51200-399-000		COURT LEGAL WORK WI PE POSITION SCHEDULE 11/29 -11/29/23 BOND #61532633	100.00
			Total 100.00
10/11/2022 COMPUTER MAGIC, INC OCT 2022 COMPUTER SUPPORT			
100-00-51420-280-000		ADMIN - COMPUTER MAINT/REPAIR OCT 2022 COMPUTER SUPPORT 6726	752.50
500-00-53700-681-300		COMPUTER SUPPORT OCT 2022 COMPUTER SUPPORT 6726	376.25
600-00-53700-842-000		TECHNOLOGY EXPENSES OCT 2022 COMPUTER SUPPORT 6726	376.25
			Total 1,505.00
10/11/2022 DANE COUNTY TREASURER - COURT FINES COURT FINES			
100-00-45100-000-000		COURT FINES/PENALTIES COURT FINES SEPT 2022	290.42
			Total 290.42

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In Progress Checks - Full Report - ALL
ALL Checks by Payee
HOMETOWN BANK GENERAL OPERATING

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ACCT

Dated From: 10/11/2022 From Account:
Thru: 10/11/2022 Thru Account:

Voucher Nbr	Check Date	Payee	Amount	
<hr/>				
10/11/2022 FRONTIER				
423-3772- VILLAGE HALL				
100-00-51420-221-000		ADMIN - TELEPHONE	89.58	
	423-3772-	VILLAGE HALL	9/28/2022	
100-00-53311-220-000		PUBLIC WORKS - UTILITY & PHONE	75.68	
	ACCT #608 423 4844 -	DPW GARAGE	9/28/2022	
500-00-53700-681-200		TELEPHONE/INTERNET EXPENSE	44.79	
	WATER FAX		9/28/2022	
600-00-53700-851-400		TELEPHONE/INTERNET EXPENSE	44.79	
	SEWER FAX		9/28/2022	
			Total	254.84
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10/11/2022 JARLSBERG, DEE				
CLEANING AMUNDSON BLDG 9/20 - 9/30/2022				
100-00-51600-240-000		MUN BLDG - MAINT & REPAIR	218.75	
	CLEANING AMUNDSON BLDG 9/20 -	9/30/2022		
			Total	218.75
<hr/>				
10/11/2022 KAMMANN, AIDEN				
REFUND FOR CITATION PAYMENT				
100-00-45100-000-000		COURT FINES/PENALTIES	98.80	
	REFUND FOR CITATION PAYMENT		10/4/2022	
			Total	98.80
<hr/>				
10/11/2022 LRS (FORMERLY BADGERLAND DISPOSAL)				
OCT 2022 TRASH SERVICE				
350-00-53620-290-000		TRASH COLLECTION CONTRACTED	4,949.40	
	OCT 2022 TRASH SERVICE		0002982836	
350-00-53620-295-000		RECYCLE COLLECT- CONTRACTED	3,382.74	
	OCT 2022 RECYCLING SERVICE		0002982836	
100-00-55200-290-000		FISH PONDS - LAGOON RD	199.29	
	OCT 2022 HANDICAP ACC RESTROOM RENTAL		0002982836	
			Total	8,531.43
<hr/>				
10/11/2022 MOEN, LISA				
MILEAGE - LAKE MILLS CLOSING				
100-00-51420-390-000		ADMIN - SUPPLY & EXPENSES	15.13	
	MILEAGE - LAKE MILLS CLOSING		10/7/2022	
			Total	15.13
<hr/>				

Dated From: 10/11/2022 From Account:
 Thru: 10/11/2022 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
10/11/2022 NAPA AUTO PARTS			
NAPA GOLD OIL FILTER			
100-00-53311-351-000		PUBLIC WORKS - VEHICLE REPAIRS	12.99
		NAPA GOLD OIL FILTER 728819	
100-00-53311-351-000		PUBLIC WORKS - VEHICLE REPAIRS	25.38
		LUCAS 80-90 GEAR OIL FOR BOBCAT REPAIR 730953	
Total			38.37
10/11/2022 SAFE BUILT, LLC			
VARIOUS BLDG PERMITS			
100-00-52400-000-000		PLBG. & BLDG. INSPECTIONS	3,078.00
		VARIOUS BLDG PERMITS 0090983-IN	
Total			3,078.00
10/11/2022 SERVPRO OF MADISON			
WATER DAMAGE-FLOORING AMUNDSON BLDG			
100-00-51600-240-000		MUN BLDG - MAINT & REPAIR	8,736.15
		WATER DAMAGE-FLOORING AMUNDSON BLDG 22753	
Total			8,736.15
10/11/2022 STATE OF WISCONSIN COURT FINES & SURCHARGES			
COURT FINES			
100-00-45100-000-000		COURT FINES/PENALTIES	479.71
		COURT FINES SEPT 2022	
Total			479.71
10/11/2022 SUPERIOR STATE ADMINISTRATORS INC			
FSA MONTHLY FEE OCT 2022 ADMIN			
100-00-51420-134-000		ADMIN - FLEX BEN	7.20
		FSA MONTHLY FEE OCT 2022 ADMIN Z269353	
100-00-53311-134-000		PUBLIC WORKS - FLEX BEN	3.60
		FSA MONTHLY FEE OCT 2022 PUB WORKS Z269353	
150-00-55110-134-000		LIB - FLEX BENEFIT	14.35
		FSA MONTHLY FEE OCT 2022 LIBRARY Z269353	
500-00-53700-686-000		EMPLOYEE PENSIONS AND BENEFITS	1.80
		FSA MONTHLY FEE OCT 2022 Z269353	
600-00-53700-854-000		EMPLOYEE PENSIONS & BENEFITS	1.80
		FSA MONTHLY FEE OCT 2022 Z269353	
Total			28.75

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ALL Checks by Payee
HOMETOWN BANK GENERAL OPERATING

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ACCT

Dated From: 10/11/2022 From Account:
Thru: 10/11/2022 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
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10/11/2022 US CELLULAR			
SEWER CELL PHONE OCT 2022			
600-00-53700-851-400		TELEPHONE/INTERNET EXPENSE	30.98
		SEWER CELL PHONE OCT 2022	0533968120 9/22/2022
100-00-52100-390-000		POLICE - PHONES & SUPPLIES	110.61
		POLICE CELL PHONES OCT 2022	0533968120 9/22/2022
100-00-53311-220-000		PUBLIC WORKS - UTILITY & PHONE	409.44
		DPW CELL PHONE OCT 2022	0533968120 9/22/2022
100-00-51200-390-000		COURT - SUPPLY & EXPENSE	54.58
		COURT CELL PHONE OCT 2022	0533968120 9/22/2022
100-00-51420-221-000		ADMIN - TELEPHONE	85.31
		ADMIN CELL PHONE OCT 2022	0533968120 9/22/2022
500-00-53700-681-200		TELEPHONE/INTERNET EXPENSE	116.25
		WATER CELL PHONE OCT 2022	0533968120 9/22/2022
		Total	807.17
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10/11/2022 VILLAGE OF DEERFIELD			
COURT FINES			
100-00-45100-000-000		COURT FINES/PENALTIES	126.00
		COURT FINES	SEPT 2022
		Total	126.00
<hr/>			
		Grand Total	27,610.86

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In Progress Checks - Full Report - ALL

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ALL Checks by Payee

ACCT

HOMETOWN BANK GENERAL OPERATING

Dated From: 10/11/2022

From Account:

Thru: 10/11/2022

Thru Account:

Amount

Total Expenditure from Fund # 100 - VILLAGE GENERAL FUND	18,271.46
Total Expenditure from Fund # 150 - LIBRARY FUND	14.35
Total Expenditure from Fund # 350 - REFUSE & RECYCLING FUND	8,332.14
Total Expenditure from Fund # 500 - WATER UTILITY	539.09
Total Expenditure from Fund # 600 - SEWER UTILITY	453.82
Total Expenditure from all Funds	27,610.86

Conditional Use Permit Application

To the Village of Cambridge Plan Commission

The undersigned owner of the property described below petitions you to approve the following request for a conditional use permit:

PROPERTY LOCATION

Street Address: Kenseth Way
 Legal Description: Lot 2 MATT'S PIAT Village of Cambridge, Inc.
 Tax Parcel #: 061201305121
 Current Zoning (circle one): BG BP MU BH BC LDR MDR HDR I A C P PUD

CONTACT INFORMATION

	OWNER		OWNER'S AGENT
Name	<u>JAMES T. CURRAN</u>		
Address	<u>550 BILSTAD RD Cambridge</u>		
Phone	<u>608-290-9800</u>		

DESCRIBE YOUR REQUEST

1. Current Use of the Property: VACANT LAND

2. Proposed Use of the Property:
Drive Thru Food Service

SUBMIT THE FOLLOWING WITH YOUR PERMIT APPLICATION (AS APPLICABLE)

- A list of all property owners with 100 feet of lot line:

Name	Address
<u>WINNIE HEALTH CLINIC</u>	
<u>MATT KENSATH</u>	
- Proposed signage and dimensions (see separate application form) TBD
- Plan of Operations Form (attached)
- Site plan (show existing & proposed buildings, lot lines, set backs, parking, easements, utilities, floodplains etc.)
- Grading, drainage, erosion control plan TBD
- Building materials and plans
- Landscaping plan TBD
- Lighting plan (location, type, size and number of proposed lights) TBD
- \$350 Fee (made payable to Village of Cambridge)

CERTIFICATION

I (We) hereby certify that all of the above statements and attachments submitted with this application are true and correct to the best of my knowledge and belief.

OWNER/AGENT _____ DATE: _____

17. Max. Number of Employees

~~20~~ Eight

18. Days of Operation

19. Hours of Operation

Mud's - 6-3

Pizza P.T. 3-12.

20. Parking

a. Number of spaces available

14
190' x 325'

b. Dimensions of lot

c. Lot Construction

Paved

Gravel

Grass

d. Includes employee parking in spaces?

Yes

No

e. Type of screening

Fencing

Plantings

21. Lighting

a. Type

T.B.D.

b. Location

22. Any food service/vending machines?

Yes

No

a. If yes:

Number: _____

Location: _____

Inside Only

23. Any game machines?

Yes

No

a. If yes:

Number: _____

Location: _____

24. Any music?

Yes

No

a. If yes:

Type: _____

Days/Hours: _____

25. Type of refuse disposal

Municipal

Private

26. Is a highway access permit needed?

Yes

No

27. Need security fencing?

Yes

No

a. If yes - Type:

28. Describe sanitary facilities

Kitchen + Restrooms

29. Surface water drainage: Include on site plan

T.B.D.

30. Liquor or other license needed?

Yes

No

a. If yes - Type:

HEALTH Dept - etc.

31. Did state agencies approve building plans?

Yes

No

Applied for STATE

32. Is this an expansion of existing operations?

Yes

No

33. Other information/details

PLAN OF OPERATIONS

1. Name of Business

PIZZA P.T. / Muds TAUA

2. Business Address

KENWORTH WAY

3. Phone Number

608-220-9860

4. Years in Operation

12 years

5. At What Address

MADISON AREA

6. Type of Business

PIZZAS / Subs / COFFEE / SALADS - PASTA / MUFFINS

7. Name of Owner

SAMB

8. Address

9. Phone Number

10. Name of Operator (if Different)

11. Address

12. Phone Number

13. Zoning of Property to the:

North:

Use of Property to the North:

South:

Use of Property to the South:

East:

Use of Property to the East:

West:

Use of Property to the West:

VACANT COMM LOTS
Hwy 12 off
WINERY
HEALTH CLINIC

14. List All Chemicals Stored in Buildings

CLEANING + KITCHEN CHEMICALS

15. Emergency Contact:

Night Phone

608-220-9860

Day Phone:

608-220-9860

16. Specific Use of Buildings and Property:

a.

b.

c.

d. Outdoor Uses:

DRIVE THRU SERVICE + DELIVERY
FOR PIZZAS P.T.
Muds TAUA DRINK THRU.
3-4 TABLES Picnic style

CONTACT INFORMATION & REFERENCE

Return to:	Village of Cambridge 200 Spring Street, PO Box 99 Cambridge WI 53523
Telephone	608-423-3712
FAX	608-423-3916

PROCEDURES

1. Meet with the Zoning Administrator before applying. Office hours are Mondays 12:00 p.m. – 2:00 p.m.
2. Complete this application. Return application materials and fee to Village Hall at least 20 days before Plan Commission Meeting.
3. Plan Commission does a preliminary review of application and assigns a hearing date.
4. Plan Commission holds a hearing on the application. Any interested persons may speak in favor or against the proposed conditional use.
5. After the hearing, the Plan Commission reviews then recommends approval, approval with conditions, or denial of the application. Plan Commission meets the second Monday of every month at 6:30 p.m.
6. The Village Board reviews the Plan Commission's recommendation and approves, approves with conditions, or denies. Village Board meets the second and fourth Tuesday of the month at 6:30 p.m.



MSA

Memo

To: Village of Cambridge
From: Lauren Dietz, AICP | Planner
Jason Valerius, AICP | Planner
Subject: Drive-Thru Conditional Use Permit
Date: October 6, 2022

Request

The applicant is requesting a conditional use permit for a drive-thru restaurant on the parcel 111/0612-013-0512-1 Lot 2, Matt's Plat, Village of Cambridge. The Village has requested a preliminary review regarding a conditional use permit prior to the submission of a site plan or building permits.

Background

The parcel is an undeveloped 1.4-acre property located southwest of the intersection of Katie Ct and Kenseth Way.



The Village of Cambridge has identified it as zoned Mixed Use. According to the Village of Cambridge Zoning Ordinance: **§17.28.050** *The mixed use business district is intended to provide for the orderly and attractive group of buildings which encompass more than one type of non-industrial business use which are compatible from a traffic, density, and general use standpoint, and which do not include large scale, intensive retail uses (e.g., buildings over thirty thousand (30,000) square feet).*

"Restaurants (with or without drive-through)" is listed as a conditional use within this district.

Applicable Parts of Village Code

Chapter 17.28 B-G General Business and Mixed Use Business Districts
Chapter 17.68 Conditional Uses

Consistency with the Village Zoning Code

The conditional use permit process is preceding the site development plan, therefore a thorough zoning review cannot be completed. The following is information regarding zoning requirements for the Mixed Use Business District that the Village and applicant should take into account during the site planning process.

§17.28.080 - Lot, yard, and building requirements.

- A. Lot Frontage. Minimum eighty (80) feet.
- B. Lot Area. Minimum twelve thousand (12,000) square feet.
- C. Front Yard. Minimum thirty-five (35) feet.
- D. Side Yards. Minimum ten (10) feet.
- E. Rear Yard. Minimum thirty (30) feet.
- F. Building Height. Maximum thirty-five (35) feet.
- G. Percentage of Lot Coverage. Maximum forty (40) percent.

MSA Recommendation

MSA recommends provisional approval of the Conditional Use Permit for a drive-thru restaurant on Tax Parcel 111/0612-013-0512-1. It conforms with the purpose of the zoning district, and is a listed conditional use for the zoning district. This should not be construed as a ruling on any current or future site plan required for the parcel. This approval shall only cover the specific use of a drive-thru restaurant.

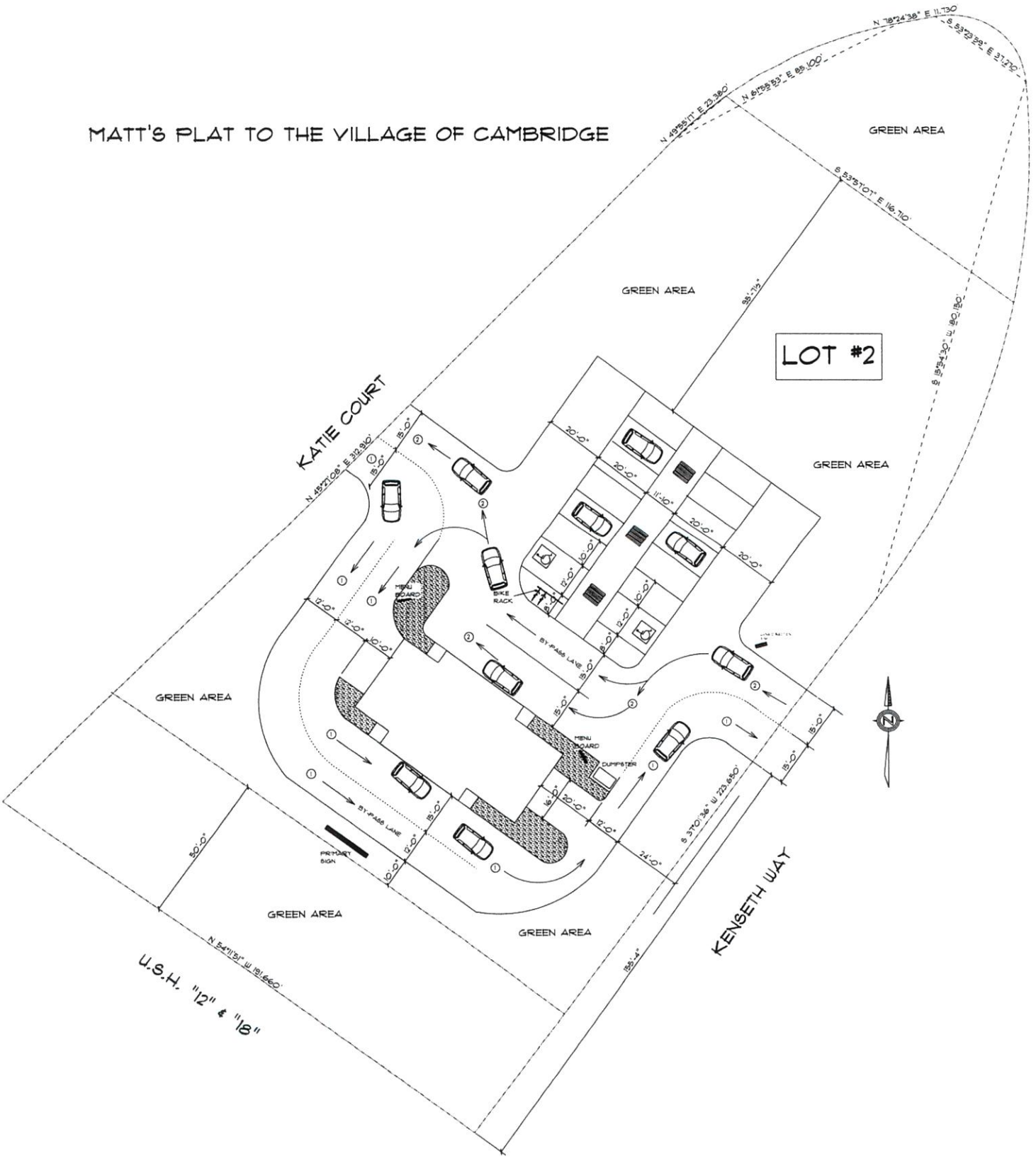
The use does not appear to be in conflict with existing land use in the area. The odd dimensions and double street frontage of the parcel could potentially be useful in developing an orderly ingress/egress plan that would have minimal effect on traffic.

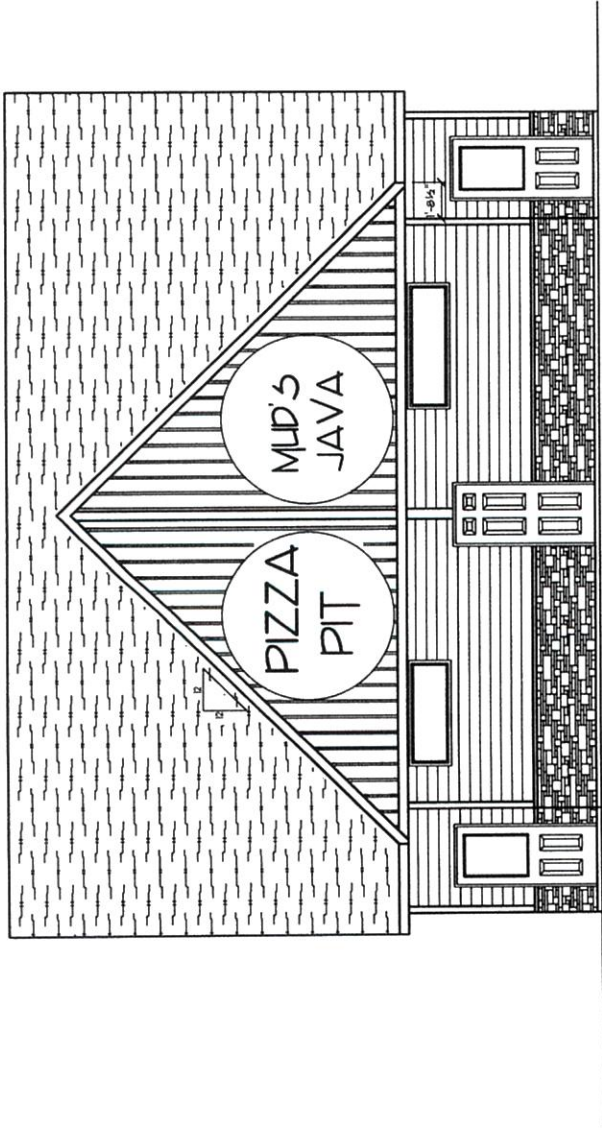
Full approval should be conditioned upon conformance with **§17.68.070 - Standards—Conditional uses.** of the Village of Cambridge Zoning Ordinance (see Attachment A), including an approved site plan. Any specific deviations from the yard requirements for the zoning district, parking requirements, or other ruling regulations in the Village of Cambridge Ordinances, if requested, should be treated as an amendment to the Conditional Use Permit. The Village may also wish to add a condition that the development should not negatively impact the orderly flow of traffic in and around the area.

§17.68.070 - Standards—Conditional uses.

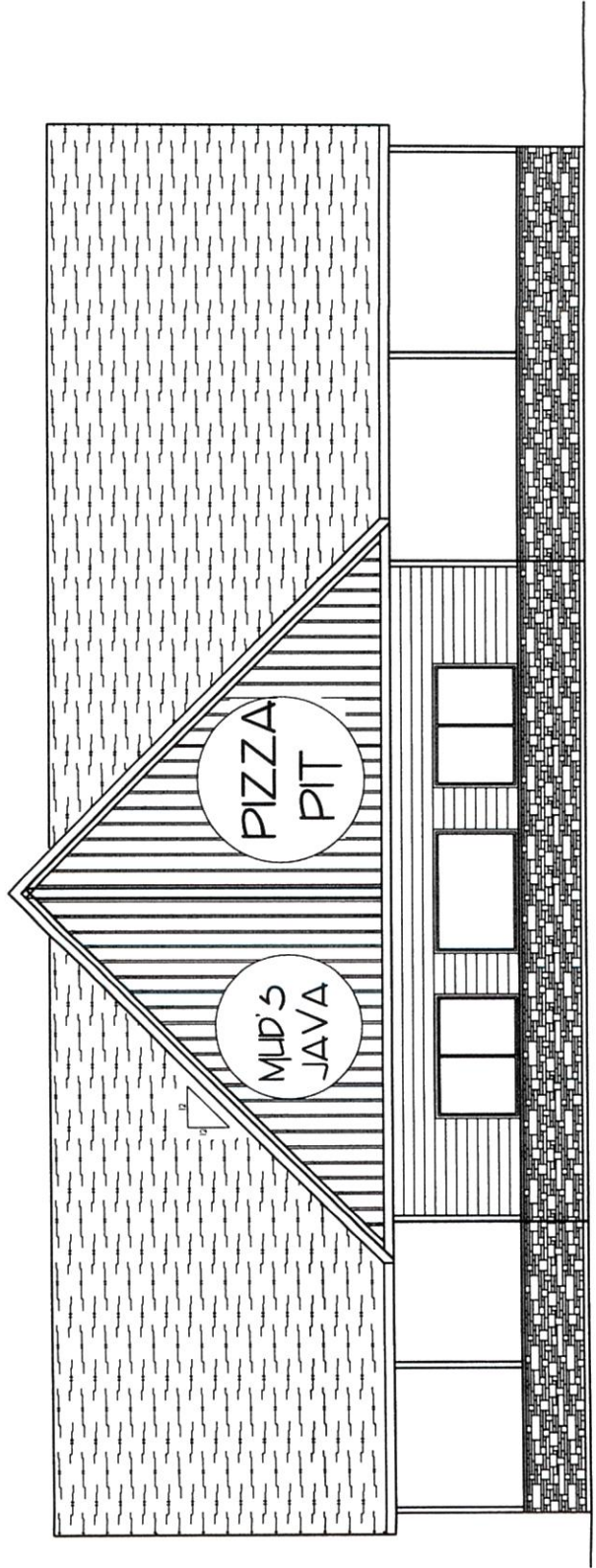
- A. Standards. No application for a conditional use shall be recommended for approval by the plan commission, or granted by the village board, unless the commission shall find all of the following conditions are present:
 1. That the establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.
 2. That the uses, values and enjoyment of other property in the neighborhood for purposes already permitted shall be in no foreseeable manner substantially impaired or diminished by the establishment, maintenance or operation of the conditional use and the proposed use is compatible with the use of adjacent land.
 3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
 4. That adequate utilities, access roads, drainage and other necessary site improvements have been or are being provided.
 5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
 6. That the conditional use shall, except for yard requirements, conform to all applicable regulations of the district in which it is located.
 7. That the proposed use does not violate flood plain regulations governing the site.
 8. That adequate measures have been or will be taken to prevent and control water pollution, including sedimentation, erosion and runoff.
- B. Application of Standards. When applying the above standards to any new construction of a building or an addition to an existing building, the village board and plan commission shall bear in mind the statement of purpose for the zoning district such that the proposed building or addition at its location does not defeat the purposes and objective of the zoning district.
- C. Additional considerations. In addition, in passing upon a conditional use permit, the plan commission shall also evaluate the effect of the proposed use upon:
 1. The maintenance of safe and healthful conditions.
 2. The prevention and control of water pollution including sedimentation.
 3. Existing topographic and drainage features and vegetative cover on the site.
 4. The location of the site with respect to floodplains and floodways of rivers and streams.
 5. The erosion potential of the site based upon degree and direction of slope, soil type and vegetative cover.
 6. The location of the site with respect to existing or future access roads.
 7. The need of the proposed use for a shoreland location.
 8. Its compatibility with uses on adjacent land.
 9. The amount of liquid wastes to be generated and the adequacy of the proposed disposal systems.

MATT'S PLAT TO THE VILLAGE OF CAMBRIDGE

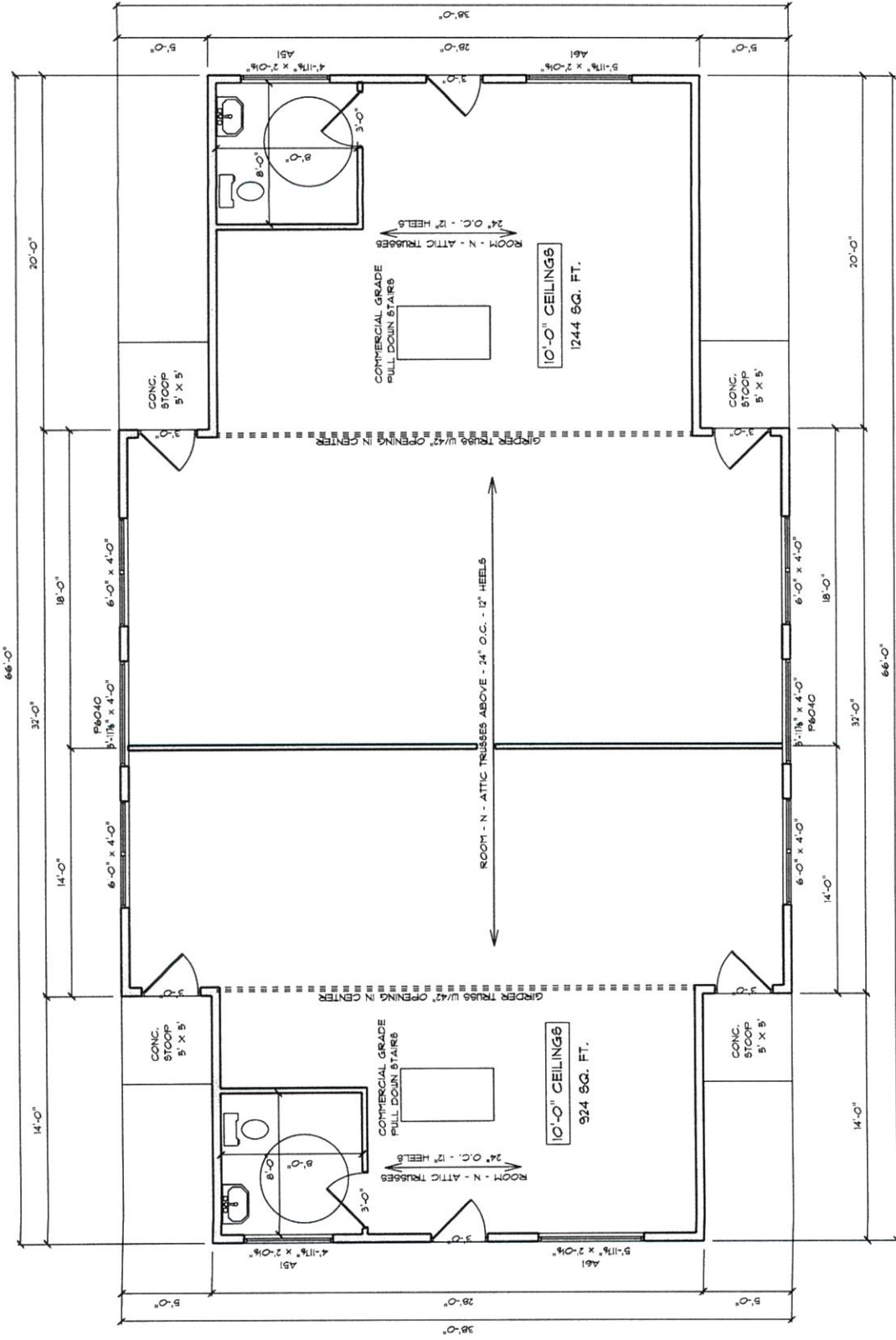




END ELEVATION



SIDE ELEVATION





June 13, 2022

Lisa Moen, Administrator/Clerk/Deputy Treasurer, Village of Cambridge
Sent via email to L.Moen@ci.cambridge.wi.us

Dear Lisa:

I appreciate the opportunity to submit this proposal to assist the Village of Cambridge with an important update to its Comprehensive Plan at a critical stage for its future success.

I learned much more about Cambridge and assemble a wealth of information for a meaningful Plan update while assisting the Village on the solar field proposal. Additionally, over my 30 year career, I have assisted over 100 municipalities with their comprehensive plans, including the nearby Villages of New Glarus, Marshall, DeForest, McFarland, and Poynette, the City of Fort Atkinson, and the Town of Cottage Grove. You can find what my team and I are capable of—and generally what I anticipate for Cambridge—by clicking [here](#) (New Glarus) and [here](#) (Cottage Grove).

My preliminary outline for core services for a complete Plan update is as follows:

- Task 1: Manage the Planning Process. Assure statutory compliance, work with staff to collect data and encourage participation, and “firefight” if necessary.
- Task 2: Facilitate Plan Commission and Board Meetings. Up to seven meetings to direct the Plan update, test policy initiatives, review draft Plan materials, engage the public, and conduct the required public hearing.
- Task 3: Engage in Intergovernmental Communications. Contact adjoining towns, counties, DOT, and DNR for input and information that affect Cambridge.
- Task 4: Prepare Maps and Graphics. Up to eight unique maps and graphics, including jurisdictional boundaries, natural resources, existing land use, growth factors (nearly complete already), future land use and redevelopment opportunities, transportation and community facilities, and others to illustrate an approach to a particular issue.
- Task 5: Complete Conditions and Issues Volume of Updated Plan. To contain background information such as demographic and statistical data, projected population and land demand (largely completed), and review of past plans.
- Task 6: Complete Vision and Directions Volume of Updated Plan. To provide the community’s vision, policy direction, and initiatives for future community change, presented

in a compelling format to facilitate interest and action. Implementation chapter to prioritize Plan initiatives and set performance measures.

- Task 7: Assemble and Aid in Distribution of Final Updated Plan. To assure successful completion and distribution of the updated Plan to meet state requirements.

I propose completing the above services for a "not to exceed" cost of \$22,000.

Public involvement within the above scope would be limited to opportunities at Commission and Board meetings. Should the Village wish to add-on more deliberate public input opportunities, the following could be considered on an a la carte basis:

- Conduct Web-Based Survey on Community Vision and Directions. An example of results of a similar, recent survey may be found [here](#). If interested, add \$2,900.
- Facilitate Community Growth and Change Workshop. Community members would assist the Village in the update of the Plan's future land use/redevelopment plan map and growth policies. For a better understanding, click [here](#). Add \$2,300.
- Incorporate Other Stakeholder Engagement. Meetings with small groups and interviews with other key stakeholders, landowners, and developers to understand their vision and priorities for the Village. For up to 16 hours, add \$2,300.
- Engage in Digital Communications to Maximize Understanding and Input. Intended to share information, gauge support for different ideas, and encourage survey and meeting participation and feedback. Add \$1,200.

I would greatly appreciate this continued opportunity to work further with the Village of Cambridge. Please let me know if I can answer any questions or provide more information.

Sincerely,


Mark Roffers, AICP, Planner and Co-owner



MSA Madison Office
1702 Pankratz Street
Madison, WI 53704

(608) 242-7779
F (800) 446-4675
F (608) 242-6664

October 6, 2022

Lisa Moen, Administrator/Clerk/Deputy Treasurer
Village of Cambridge
PO Box 99
Cambridge, WI 53523

Re: Comprehensive Plan Update

Dear Lisa,

Thank you for the invitation to propose a scope and cost for MSA to assist the Village with a Comprehensive Plan update. As we have discussed, the integration of planning services with engineering services is a great opportunity to streamline and improve the development process in the Village. Having our planning team work with you to prepare the comprehensive plan will help to build relationships and alignment on policy preferences between our planners and your elected and appointed officials.

Regarding qualifications, comprehensive planning is a cornerstone of our planning practice at MSA. My team and I have completed dozens of comprehensive plan updates over the past decade and we currently have seven plans in process across our team. We are constantly working to improve the planning process and plan documents, to make efficient use of your time and energy as a community, to engage residents effectively, and to provide useful planning documents. We have been speaking at conferences across the Midwest this year about strategies for making comprehensive plans "leaner", including less policy content and utilizing more graphics.

SCOPE OF WORK

Phase I: Meetings and Community Involvement

Coordination with the Village Administrator (or designee)

We will coordinate with Village staff as needed, including periodic conference calls (likely every 2-4 weeks) to check in on project status and address data needs and meeting coordination. We also suggest the direct involvement of the administrator in the draft review process – the extent of this involvement is open for further discussion but can range from participation in the Working Group meetings to full draft review and discussion with MSA staff prior to Working Group meetings at critical stages of the project.

Working Group Meetings

We anticipate use of the Village Plan Commission to review and provide feedback on draft materials. We propose a series of five meetings for this purpose, typically 60-90 minutes in length (can be part of regularly scheduled meetings unless special meetings are preferred). Those meetings would include (Meeting 1) Project Introduction with issues and opportunities discussion, (Meeting 2) Draft Review 1 discussing policy content for about half of the plan elements, (Meeting 3) Draft Review 2 to discuss the other half of the elements, (Meeting 4) Final Draft Review, and (Meeting 5) Public Hearing and Recommendation to Village Board.

Village Board Meetings

We would engage Village Board twice in this process. At the beginning, the board will see the detailed project schedule and needs to adopt the Public Participation Plan (we don't need to attend that meeting, but can if you prefer). At the end of the process, we will present the final plan for Board approval following recommendation by Plan Commission.

Public Involvement

We propose a public open house when the full draft plan is available (after Working Group Draft Review

Cambridge Comprehensive Plan Update Proposal
October 6, 2022

2) to share and seek feedback on preliminary plan content. There will also be a formal public hearing as part of the final Plan Commission meeting.

Phase 2 Document Development

We will prepare and provide the following materials over the course of the project

- Public Participation Plan
- Issues and Opportunities Summary
- Comprehensive Plan Elements, including background data and policy content for statutory compliance, with special focus on Land Use (first and final drafts of all content)
- Mapping as required by statute, including Community Facilities, Development Limitations, Transportation Resources, Existing Land Use, and Future Land Use
- Implementation Action Plan
- Final Document Packaging of all components
- Adoption Resolution and Ordinance

All materials will be provided digitally except for the printing of poster-size maps for public meetings.

Phase 3 Project Management and Quality Control

A successful project requires strong coordination behind the scenes to meet deadlines and have a second set of experienced eyes review the process and draft materials.

PROJECT COST

PHASE	COST
Phase 1 – Meetings and Involvement	\$10,800
Phase 2 – Document Development	\$13,200
Phase 3 – Project Management, QA/QC	\$1,200
Total	\$25,200

Optional Tasks

The scope described above can be expanded to include more community involvement opportunities:

- Community Survey (online) - \$2,800
- Additional Public Meeting(s) - \$2,100 each
- Stakeholder Interviews - \$1,200 for 5 interviews
- Additional Working Group Meetings - \$900 each

We would enjoy working with you and Village officials to chart the Village's future for the next 10-20 years. Please contact me with any questions you may have.

Sincerely,
MSA Professional Services, Inc.



Jason Valerius, AICP
Senior Planner/Team Leader

INTERGOVERNMENTAL AGREEMENT
CONTINUING THE
JEFFERSON COUNTY ECONOMIC DEVELOPMENT CONSORTIUM

Revised 09-22-2022

ARTICLE I. PURPOSE

The purpose of the Jefferson County Economic Development Consortium (JCEDC) is to foster and encourage responsible community and economic development activities that result in job creation, retention, increased tax base and an improved sustainability and quality of life for the citizens of Jefferson County. The JCEDC will work closely with ThriveED and other mission driven entities to develop prosperous communities within the greater Jefferson County Region.

The Glacial Heritage Development Partnership d/b/a ThriveED is a 501(c)(3) public/private partnership to support community and economic development activities in the region.

ARTICLE II. STATUTORY AUTHORITY

The JCEDC shall be a public intergovernmental enterprise organized under the authority of § 66.0301, Wis. Stats., and as the same may be amended from time to time.

ARTICLE III. MEMBERSHIP

The JCEDC shall be composed of the towns, villages, cities and county governments of Jefferson County, Wisconsin (municipalities) that choose to adopt this agreement and thereby enter into membership. The current membership consists of Jefferson County, the cities of Fort Atkinson, Jefferson, Lake Mills, Waterloo, Watertown, and Whitewater and the Villages of Johnson Creek, Cambridge, and Palmyra. Other municipalities may be added to the membership upon agreement to the terms and conditions of the intergovernmental agreement. Quasi-governmental bodies such Redevelopment Authorities and Housing Authorities may also affiliate with the organization.

ARTICLE IV. JCEDC BOARD OF DIRECTORS

- 4.1 The Board of Directors (JCEDC Board) shall provide the overall policy direction of the JCEDC. This will include but is not limited to budget development, strategic plan, annual plan of work and performance metrics. The development and oversight of the strategic plan, plan of work and metrics will be coordinated and aligned with ThriveED.
- 4.2 The Board's membership shall be determined by reference to Section 4.4. The Board shall consist of three Jefferson County representatives and one member appointed by each participating municipality.
- 4.3 The terms of the JCEDC Board members shall begin on May 1 of each year.
- 4.4 Members of the JCEDC Board shall be appointed as follows:
 - a. The three Jefferson County representatives shall be appointed by the County Board chairperson and confirmed by majority vote of the County Board in accordance with the Jefferson County Board Rules.

- b. Each member municipality shall appoint one representative by their governing body. Note: The JCEDC Board members are appointed by the municipalities or the county they represent, the JCEDC Board cannot determine this. Official appointments will be on file with the JCEDC office from the appointing authority. The municipality may appoint an alternative appointment to serve if the primary appointee is not available.
- 4.5 The JCEDC Board may invite various organizations and/or individuals from professional areas to join as advisory, non-voting members.
- 4.6 The JCEDC Board may, by resolution adopted by a majority of the total JCEDC Board, create such committees for such purposes and with such authority as the resolution may provide, and appoint such members of the JCEDC Board or others to serve on said committees.
- 4.7 The JCEDC Board will have the same roles, responsibilities and rights as other County Committees to include recommending legislation to the County Board.

ARTICLE V. MEETINGS

- 5.1 The JCEDC Board will establish and publish a regular meeting schedule.
- 5.2 All meetings of the JCEDC Board will be properly noticed according to law.
- 5.3 Special meetings of the JCEDC Board may be called at the request of the Chairperson, Vice Chair or any two board members. The place of the meeting will be at the principal office of the JCEDC, unless otherwise agreed upon by the Chairperson and Vice Chair.
- 5.4 A majority of the total-voting members of the JCEDC Board shall constitute a quorum for the transaction of business at any meeting. A member shall be present to vote. Present is defined to include remote attendance as authorized by the Jefferson County Board Rules.
- 5.5 The chairperson, and in his/her absence, the vice-chairperson, and in their absence, any board member chosen by a majority of the members present, shall call the meeting of the JCEDC Board to order and shall act as chairperson of the meeting.
- 5.6 JCEDC will hold at minimum one annual joint board meeting with ThriveED to collaborate and review goals and objectives of the consolidated strategic plan and plan of work.

ARTICLE VI. ANNUAL MEETING

- 6.1 The Annual Meeting of the JCEDC Board shall be held in May of each year on a date, time and place to be determined by the JCEDC Board.
- 6.2 At its annual meeting, the JCEDC Board shall elect a chairperson and vice-chairperson.
- 6.3 The JCEDC Board shall establish the duties of the chairperson and vice-chairperson.

ARTICLE VII. EXECUTIVE COMMITTEE MEMBERSHIP

The chairperson and vice-chairperson of JCEDC, the chairperson and vice-chairperson of ThriveED, and the Jefferson County Administrator (County Administrator) shall serve on the Executive Committee.

ARTICLE VIII. STAFF

- 8.1 Jefferson County shall employ all JCEDC staff.
- 8.2 Day to day operational supervision of JCEDC staff shall rest with Jefferson County.
- 8.3 Jefferson County Human Resource practices and policies shall be applicable in all respects to employment of staff, except the hiring procedure for the director. JCEDC staff will be supervised by the Executive Director and the Executive Director will be supervised by the County Administrator. The Executive Director will be considered a Department Head level position within the County's organizational structure. The County Administrator will consult with the Executive Committee in development of the annual evaluation of the Executive Director.
- 8.4 If there is a vacancy of the Executive Director, the County will advertise and recruit for the director's position in consultation with the Executive Committee as to the best method for recruitment. Thereafter, the JCEDC Board will screen the applicants and select participants in the interview process with the Jefferson County Administrator. At the end of the interview process, the JCEDC Board will recommend up to five finalists. The Executive Committee shall conduct finalist interviews. Appointment of a finalist by the County Administrator shall be subject to County Board confirmation per Wis Statute 59.18(2)(b).
- 8.5 JCEDC staff will attend municipal meetings to provide updates and information upon request of the municipalities. The Executive Director will provide an annual report to the Jefferson County Board of Supervisors. The annual report will be made available to all municipalities.

ARTICLE IX. FINANCES

- 9.1 The JCEDC Board shall prepare an annual budget with the assistance of staff. Jefferson County's policies and procedures shall apply for meals, lodging, mileage, travel and other reimbursable expenses.
- 9.2 The JCEDC Board will present its proposed budget in a timely manner to all member municipalities and Jefferson County before it is adopted by the JCEDC Board.
- 9.3 Funding for the fiscal years will be established as \$1.50 per county resident payable from Jefferson County, plus \$1.50 per municipal resident payable from each participating municipality. The population number used to calculate contributions will be collected through the Wisconsin Department of Administration.
- 9.4 The JCEDC shall not be limited to public funding from its member municipalities and Jefferson County. The JCEDC Board may authorize staff to pursue additional revenue through program revenue, contracts for service, and public and/or private gifts and grants.
- 9.5 Jefferson County shall act as the fiscal agent for the JCEDC.
- 9.6 Each municipality and county shall be responsible in the proportion of its contribution to the

consortium as a whole for any other cost of the consortium not specifically set forth herein, including but not limited to employment costs incurred by Jefferson County as a result of unemployment compensation to staff upon termination of the consortium.

- 9.7 All funds due from a municipality shall be paid to the County by a member municipality by January 31 of the year for which such funds are budgeted. The County shall hold all funds for the benefit of JCEDC in a separate account. Unspent funds in said account shall not lapse to the general fund but shall be carried over to the next fiscal year or otherwise distributed as set forth herein.

ARTICLE X. GENERAL POWERS AND TYPE OF SERVICES

- 10.1 The JCEDC Board may recommend action to the County with regard to direction of staff, contracts or general program purposes.
- 10.2 The JCEDC Board shall not borrow money or authorize the borrowing of any funds on behalf of the JCEDC. The JCEDC Board may, however, enter into contracts in the ordinary course of its business and in pursuit of its stated goals and purpose. Examples of its permitted contracting powers would be equipment leases or equipment purchases. Under no circumstance shall the JCEDC Board enter into contracts that cause it to exceed its annual budget.
- 10.3 Under the policy oversight of the JCEDC Board, the staff of JCEDC will develop a plan of work that aligns with the strategic plan in the furtherance of community development and economic development. Staff will further accomplish this task by working on a regional basis with partners in all sectors, coordination with the state as required and with local municipalities based on their needs within the framework of the plan of work.

ARTICLE XI. SEVERABILITY

If any section, paragraph, sentence, clause, phrase or any part of this agreement, including amendments, is declared to be unconstitutional or void, or if for any reason is declared to be invalid or of no effect, the remaining sections, paragraphs, sentences, clauses, phrases or parts thereof shall be in no manner affected thereby, but shall remain in full force and effect.

ARTICLE XII. AMENDMENTS

All or any portion of this agreement may be amended by a resolution passed by the affirmative vote of at least 2/3 of the total JCEDC Board membership.

ARTICLE XIII. DISSOLUTION & WITHDRAWAL

- 13.1 Written notice of withdrawal shall be submitted a minimum of 6 months prior to the effective date of withdrawal.
- 13.2 Any member withdrawing from the consortium is responsible for obligations incurred during the period it was a member.
- 13.3 The consortium may be dissolved by an affirmative vote of at least two-third (2/3) of the member municipalities and two-third (2/3) of the Jefferson County board establishing a date

of dissolution, which shall be at least one year after the date of the affirmative vote.

- 13.4 In the event of dissolution, any assets remaining after payment of all obligations shall be distributed among existing members in proportion to their contributions, as determined by the JCEDC Board. In the event obligations exceed assets, members shall pay pro rata such sums as may be necessary to retire the obligation.

Signed this _____ day of _____, 2022.

Village of Cambridge

BY: _____

(Print Name)

Signed this _____ day of _____, 2022.

Jefferson County Economic Development Consortium

BY: _____

(Print Name)

Cambridge Community Fire and EMS Commission Meeting Agenda

Location: Township of Oakland, Cambridge WI

Date: October 6, 2022

Time: 4:30

Call to Order / Roll Call / Pledge of Allegiance

I. Proof of Posting

II. Guest in Attendance
a. Please sign in.

III. Approval of Minutes

IV. New Business

Discussion and possible action.

- Review and possible approval of the 2023 Commission Budget
- Consolidation of accounts.

Any Other Business (that may be legally brought before the Commission)

V. Next Meeting Date TOD by Cook

VI. Adjournment

Cambridge Community Fire and EMS Commission Meeting Agenda

Location: Township of Oakland, Cambridge WI

Date: October 6, 2022

Time: 4:30

Call to Order / Roll Call / Pledge of Allegiance

I. Proof of Posting

II. Guest in Attendance
a. Please sign in.

III. Approval of Minutes

IV. New Business

Discussion and possible action.

- Review and possible approval of the 2023 Commission Budget

- Consolidation of accounts. - *Closing out Scottfield*

Any Other Business (that may be legally brought before the Commission) —

**500,000 2
New
Purchases*

V. Next Meeting Date TOD by Cook

VI. Adjournment

*Fire Dept
Run Fee*



Cambridge Community Fire and EMS Commission Special Meeting Minutes

Location: Oakland Town Hall, Cambridge WI

Date: September 27, 2022, Tuesday

Time: 16:30

Agenda

I. Call to Order / Roll Call

II. Proof of Posting

III. Adjourn to Executive Closed Session. "Consideration of moving into closed session pursuant to Wis. Stat. sec. 19.85(1)(c) and (e) for purposes of discussing the employment, promotion, compensation or performance evaluation data of any employee over which the Commission has jurisdiction or exercises responsibility and conducting specified public business, whenever competitive or bargaining reasons require a closed session, both related to a review of events on commission property."

IV. Return to open session to act upon any matter properly discussed in closed session.

NO ACTION WAS TAKEN

V. Adjournment:

Cambridge Community Fire and EMS Commission

Minutes Meeting

August 4 , 2022

Opening

A meeting of the Cambridge Community Fire and EMS Commission was called to order at 6:30pm on August 4 , 2022 at the Oakland Townhall, Cambridge, WI by Mark Cook.

Roll Call

Gene Kapsner, Mark McNally, Mark Cook, Dave Schroeder, Julie Nelles.

Pledge of Allegiance by all.

Proof of Posting

Yes

Approval of Minutes

The June 30, 2022, meeting minutes were unanimously approved, motion made by Dave Schroeder, seconded by Gene Kapsner, carried by all.

Guest in Attendance - Community Members listed on attached sign-in sheet. Sign-in sheet reflects members of the Town of Lake Mills Board.

Discussion and Possible Action:

Business Meeting

Meeting with the Town of Lake Mills Board/Strategy for becoming resourceful at EMS service into the future.

Discussion led by Dave Schroeder, Commission member representing Town of Lake Mills, along with Members of the Town of Lake Mills Board, Jim Heinz and Tom Bucehel.

- Lake Mills Fire
- Lake Mills EMS
- Cambridge Fire
- Service/Staffing
- Response Time
- Money
- Equalized Investment by all communities

Chief Paul Blount responded to all discussion items. Many variables of service were laid out. CEMS would like to be part of the solution. Area of concern is North of the interstate. Possible chase vehicle was also mentioned. McNally asked about duration of service CEMS would be guaranteed.

Next Steps –

Town of Lake Mills Board to confirm area of service and then per capita amount. No action was taken on this issue.

Grants

Chief Blount informed the board that a Grant received from State of Wisconsin in the amount of \$30,691.00 to be used for training, equipment, and education was awarded and received. He is waiting to hear on another Grant from Federal and State government to be set toward the purchase of a chase car.

Chief Blount indicated that he and his staff have been diligently completing grant applications.

EMS –

Ambulance-replacement needs

Discussion lead by Chief Paul Blount.

One ambulance chassis – NEW – has become available at a before inflation price. Staff is looking into details so that when purchase/money is needed to hold a chassis for CAEMS, details will be available for further discussion. This is a significant cost savings for the people. Nothing else changes except the arrival time. Currently purchase price is locked in.

OSHA Compliance Safety Needs

Discussion. Mark McNally made a motion that Mark Cook and Mark McNally will talk with the Badger Bank to finance the Air Ventilation System replacement in the amount of \$100,000 and an ambulance down payment with information to be shared at the next meeting. Motion was seconded by Dave Schroeder, carried unanimously.

Sleeping Quarters update

Mark Cook polled the Commission in regard to the requirement of Noticing their respective boards of the accepted offer to purchase the 113 Marion Street property. Sleeping quarters are part of our budget and all respective boards have been noticed. Town of Oakland is planning further discussion at their next meeting.

Update on Open Records Request.

Our lawyers are responding.

Bank update

Gene Kapsner made a motion for President Mark Cook and Secretary Treasurer Mark McNally to have access to the Commission's Lock Box and both Badger Bank and the Bank of Deerfield. Motion was seconded by Julie Nelles. Motion carried by unanimous vote.

Budget and other business allowable.

Entering the Budget Planning Process – Mark McNally, Chief Johnson and Chief Blount will gather data.

Chief Johnson gave budget update and our commitment to install air ventilation system for all vehicles. Squad 5 to be sold, Enbridge Vehicle to be updated with emergency package to Car 1 and 2003 Engine 17 to be replaced in the future.

Next Meeting Date TBD by President Mark Cook.

Adjournment

Mark McNally made the motion to adjourn. Motion was seconded by Dave Schroeder. Meeting Adjourned.

Minutes submitted by: Pam Cook

Approved by: Mark McNally

October 5, 2022 draft budget CCFEC						
Line Item	Description	2022	Input only	Formulas	incr (decr)	Notes
450.1	Gross Wages	\$ 495,800.00	Proposed 2023 \$ 625,000.00	% change 26.06%	\$ 129,200.00	Only wages
450.2	Payroll Processing	\$ 2,500.00	\$ 2,500.00	0.00%	\$ -	
450.3	ACH Fees	\$ 700.00	\$ 700.00	0.00%	\$ -	
450.4	Federal Withholding				\$ -	
450.5	State Withholding				\$ -	
450.6	FICA Medicare/SS	\$ 39,005.00	\$ 49,000.00	25.62%	\$ 9,995.00	High range estimate. \$118,181.00 WRS employer WRS is 13.22% in Health plans & Dental & Life using current HD 2023 up from 12.54% Dean plan with HSAs \$500-\$750
500.0	Benefits	\$ 69,100.00	\$ 110,000.00	59.19%	\$ 40,900.00	These numbers and the budget is prepared for 7 full-time employees which is never the actual. There are always those who do not take the health insurances. Health benefits & WRS are in this line item.
550.1	Postage	\$ 200.00	\$ 200.00	0.00%	\$ -	50% to F & E
550.2	Office Supplies	\$ 1,200.00	\$ 1,200.00	0.00%	\$ -	50% to F & E
600.1	Professional Services	\$ 12,000.00	\$ 12,000.00	0.00%	\$ -	Professional accountant.
600.2	EMS Operations Budget	\$ 60,950.00	\$ 79,800.00	30.93%	\$ 18,850.00	
600.3	FD Operations Budget	\$ 75,400	\$ 90,000	19.36%	\$ 14,600.00	
600.4	Insurance PAK vehicles, Liabif	\$ 18,500.00	\$ 23,500.00	27.03%	\$ 5,000.00	50% to F & E
600.5	Workman's Compensation	\$ 36,900.00	\$ 36,900.00	0.00%	\$ -	50% to F & E
650.1	Fuel	\$ 9,000.00	\$ 12,000.00	33.33%	\$ 3,000.00	75% ems
650.2	Vehicle Repairs	\$ 18,500.00	\$ 18,500.00	0.00%	\$ -	100% ems
650.3	Cellular & Data Vehicles	\$ 6,600.00	\$ 6,600.00	0.00%	\$ -	50% to F & E
650.4	Information Tech (service & e	\$ 16,000.00	\$ 16,000.00	0.00%	\$ -	50% to F & E
700.1	Consumables	\$ 1,500.00	\$ 1.00	-99.93%	\$ (1,499.00)	
700.2	Grounds Maintenance	\$ 1,500.00	\$ 1,500.00	0.00%	\$ -	50% to F & E
700.3	Building Maintenance	\$ 4,500.00	\$ 4,500.00	0.00%	\$ -	75% fire
700.4	Housing	\$ 11,300.00	\$ 16,800.00	48.67%	\$ 5,500.00	Fire & EMS new house
750.1	Phones / Television / Interne	\$ 5,500.00	\$ 5,500.00	0.00%	\$ -	50% to F & E
750.2	Electric & Gas	\$ 10,000.00	\$ 14,000.00	40.00%	\$ 4,000.00	50% to F & E
750.3	Water & Sewer	\$ 4,100.00	\$ 4,100.00	0.00%	\$ -	50% to F & E
800.1	Initiatives	\$ 2,000.00	\$ -	-100.00%	\$ (2,000.00)	
800.2	Building Reserve Fund	\$ 10,000.00	\$ -	-100.00%	\$ (10,000.00)	
800.4	EMS Reserve Fund	\$ 20,000.00	\$ -	-100.00%	\$ (20,000.00)	
800.5	FD Reserve Fund	\$ 20,000.00	\$ -	-100.00%	\$ (20,000.00)	
801.1	Temporarily Unassigned				\$ -	
Total Operations Expenses		\$ 952,755.00	\$ 1,330,301.00	18.64%	\$ 177,546.00	

Line Item	2022	2023				
850.1	Engine 1 Lease	\$ 51,636.68	\$ 55,000.00	6.51%	\$ 3,363.32	once year payments
	Squad 5 Lease	\$ -	\$ 70,000.00		\$ 70,000.00	once year payments
	Plymovent	\$ -	\$ 12,000.00			monthly 1,000
	Ambulance		\$ 18,000.00			6 months of year
850.2	Station Expansion Fin consultant		\$ -		\$ -	
		\$ 51,636.68	\$ 155,000.00	200.17%	\$ 103,363.32	
	Total Operations & Capital	\$ 1,004,391.68	\$ 1,285,301.00	27.97%	\$ 280,909.32	
					\$ -	
	Budget Item Income				\$ -	
900.1	Run Fees	\$ 225,000	\$ 250,000	11.11%	\$ 25,000.00	estimate
900.2	Tower Rental	\$ 9,630	\$ -	-100.00%	\$ (9,630.00)	going away
900.3	WI Funding Assistance Program	\$ 6,000	\$ 71,000	1083.33%	\$ 65,000.00	Flex grant (fed funds) for 2022/2023 only
900.4	Offset from Reserves				\$ -	
900.5	Interest (Operations Accounts)				\$ -	
910.1	Donations station expansion				\$ -	
	Non municipal Revenue	\$ 240,630.00	\$ 321,000.00	33.40%	\$ 80,370.00	
	Total Municipalities	\$ 763,761.68	\$ 964,301.00	26.26%	\$ 200,539.32	
				FORMULAS		
			% of budget share 2023	Proposed 2023 budget	% Change 2022-2023	
950.1	Cambridge (Dane & Jefferson)	\$ 191,017.09	26.04%	\$ 251,080.17	31.44%	
950.2	Christiana	\$ 146,500.59	20.26%	\$ 195,352.34	33.35%	
950.3	Lake Mills	\$ 29,011.47	3.99%	\$ 38,516.72	32.76%	
950.4	Oakland	\$ 380,582.25	47.61%	\$ 459,102.11	20.63%	
950.5	Rockdale	\$ 16,650.28	2.10%	\$ 20,249.66	21.62%	
	Total Income	\$ 763,761.68	100%	\$ 964,301.00	26.26%	

Cambridge Community Fire & EMS Commission - 2023 Budget							Cambridge Community Fire & EMS Commission 2023 Budget	
Municipality	8/9/2022 WI Dept of Rev Full value	Percentage of EV in Fire Ems district	EV in Fire EMS district	Percentage 2023 Budget (based on 2022 EV)	2023 Budget Share	2022 Budget Share	% Change	
Cambridge Dane & Jefferson	\$248,676,400	100.0%	\$ 248,676,400.00	26.04%	\$251,080.17	\$184,510.34	36.08%	
Christiana	\$193,482,100	100.0%	\$ 193,482,100.00	20.26%	\$195,352.34	\$143,411.51	36.22%	
Lake Mills ** ^	\$544,971,000	7.0%	\$ 38,147,970.00	3.99%	\$38,516.72	\$24,367.83	58.06%	
Oakland * ^	\$530,579,700	85.7%	\$ 454,706,802.90	47.61%	\$459,102.11	\$359,131.43	27.84%	
Rockdale	\$20,055,800	100.0%	\$ 20,055,800.00	2.10%	\$20,249.66	\$16,694.04	21.30%	
Totals	\$1,537,765,000		\$955,069,073	100%	\$964,301.00	\$728,115	32.44%	

*Reflects 49.8% portion of the Town of Oakland located in the Cambridge Community Fire & EMS District

**Reflects 7% of the Town of Lake Mills located in the Cambridge Community Fire & EMS District

***2020 Equalized Values (EV) from Dane and Jefferson Counties

^Oakland and Lake Mills EV based on 2% fire dues

Sept 23, 2022 draft budget CAEMS

Budget Item	Description	2022	2023	Change
100.1	Recruiting	\$ 2,000.00	\$ 3,000.00	50.00%
100.2	Training	\$ 2,500.00	\$ 7,000.00	180.00%
100.4	Uniforms	\$ 2,200.00	\$ 5,500.00	150.00%
100.5	Medical	\$ 500.00	\$ 1,500.00	300.00%
100.6	Incentives	\$ 300.00	\$ 1,000.00	233.33%
100.7	Food	\$ 1,500.00	\$ 3,000.00	100.00%
100.8	Day Room	\$ 200.00		0.00%
100.9	Humanitarian	\$ 100.00	\$ 100.00	0.00%
200.1	Medical Consumables	\$ 29,600.00	\$ 33,000.00	11.15%
200.2	Office Supplies	\$ 800.00	\$ 800.00	0.00%
200.3	Cleaning Supplies	\$ 500.00	\$ 750.00	50.00%
200.4	Postage	\$ 200.00	\$ -	-100.00%
200.5	Vehicle Supplies			
250.1	IT Services			
250.2	Professional Services	\$ 500.00	\$ -	-100.00%
250.3	Subscriptions & Memberships	\$ 4,500.00	\$ 4,500.00	0.00%
300.1	Office Equipment	\$ 2,000.00	\$ 2,000.00	0.00%
300.2	Rig Equipment	\$ 2,650.00	\$ 3,650.00	37.74%
300.3	Equipment Maintenance Contracts	\$ 9,500.00	\$ 10,000.00	5.79%
300.4	Radios & Pagers	\$ 1,400.00	\$ 4,000.00	185.71%
300.5	Public Health Emerg COVID-19			
399.1	Temporarily unassigned			
Total EMS Operations		\$ 61,500.00	\$ 75,000.00	122.11%

Physical exams and testing new hires.

Dinner/snacks

Estimate

		2023 CVFD Share of General expenses I CCFEC budget	2023 EMS Share of General expenses CCFEC budget
550.1	Postage	\$100.00	\$100.00
550.2	Office Supplies	\$600.00	\$600.00
600.1	Professional Services	\$4,500.00	\$4,500.00
600.2	EMS Operations Budget	n/a	\$79,800.00
600.3	FD Operations Budget	\$90,000.00	n/a
600.4	Insurance PAK vehicles, Liability	\$11,750.00	\$11,750.00
600.5	Workman's Compensation	\$18,450.00	\$18,450.00
650.1	Fuel	\$3,000.00	\$9,000.00
650.2	Vehicle Repairs	\$4,500.00	\$14,000.00
650.3	Cellular & Data Vehicles	\$3,300.00	\$3,300.00
650.4	Information Tech (service & equipment)	\$8,000.00	\$8,000.00
700.1	Consumables	\$0.50	\$0.50
700.2	Grounds Maintenance	\$750.00	\$750.00
700.3	Building Maintenance	\$3,375.00	\$1,125.00
750.1	Phones / Television / Internet	\$2,750.00	\$2,750.00
750.2	Electric & Gas	\$7,000.00	\$7,000.00
750.3	Water & Sewer	\$2,050.00	\$2,050.00

850.1	Engine 1 Lease	\$55,000.00	
	Squad 5 Lease	\$70,000.00	
	Plymovent	\$8,040.00	\$3,960.00
	Ambulance		\$18,000.00

\$293,165.50

\$185,135.50

2023 CVFD Share of
General expenses I CCFEC
budget

2023 EMS Share of General
expenses CCFEC budget



CAMBRIDGE VOLUNTEER FIRE DEPARTMENT

271 West Main St. • P.O. Box 79
cambridgevfd.com

Phone: (608) 423. 2014
Email: cambridgevfd@gmail.com

2023 Budget Cambridge Volunteer Fire Department

Salaries, call/meeting pay	\$66,710
(\$13 per call/meeting \$46,280)	
(Officer salaries \$20,430)	
Annual pump certification test/parts/upkeep on 3 engines	\$2,700
(Commission pays all truck maintenance)	
SCBA Compressor-annual function test and call D sample	\$700
SCBA-annual dynamic flow test on 18 packs and 1 RIT pack	\$1,200
(Per NFPA 1941)	
Extrication tools-annual testing and maintenance 4 sets	\$1,500
(Per NFPA 1936)	
Ladder-annual testing and maintenance-NFPA 1932	\$500
Turn out gear 3 sets per 1901 Cambridge Specs	\$9,600
Loose gear/equipment/maintenance	\$5,000
Pagers and radio purchase/programming/maintenance	\$4,000
Foam-Fire Bull (PFAS free) No anticipated purchase	\$0
Hose-supply hose and handline hose-no anticipated purchase	<u>\$0</u>
<u>Total</u>	\$91,910

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JOINT FIRE AND EMERGENCY MEDICAL SERVICES AGREEMENT

August, 2018

THIS AGREEMENT is made between the Towns of Christiana (Dane), Oakland (Jefferson) and Lake Mills (Jefferson), and the Villages of Rockdale (Dane) and Cambridge (Dane and Jefferson), collectively "the Municipalities."

WHEREAS, Wis. Stats. §§ 60.55(1)(a)3. and 60.565 allow the Towns to establish a joint fire district and to contract for emergency medical services ("EMS"); and

WHEREAS, Wis. Stats. §§ 61.65(2)(a)2. and 61.64 allow the Villages to establish a joint fire district and to contract for EMS; and

WHEREAS, Wis. Stats. § 66.0301, Stats., allows the Municipalities to enter into intergovernmental agreements for fire protection and EMS; and

WHEREAS, the Municipalities have previously entered into Agreements dated March 15, 2012 and May 3, 1951 to provide fire protection and EMS;

WHEREAS, the Cambridge Volunteer Fire Department ("CVFD") is a Wis. Stat. Chapter 213 fire company organized and existing under the laws of the State of Wisconsin and recognized by the Village of Cambridge pursuant to Cambridge General Ordinance 2.48.010 and a Constitution governing its operations, and is the designated fire department pursuant to Wis. Stat. § 101.575(6)(b) to receive the Municipalities' fire department dues under Wis. Stat. § 101.573(4). It is an approved I.R.S. § 501(c)(4) voluntary firemen's organization.

WHEREAS, the Municipalities desire to enter into a new fire protection and EMS agreement; and

WHEREAS, the Municipalities do not intend to establish a joint fire department, as that term is used in Wis. Stats. §§ 60.55(1)(a)2. and 61.65(2)(a)3. or establish a "Commission" or a "Board of Commissioners" as those terms are used in Wis. Stat. §§ 60.55(1)(a)(2), 61.65, and 62.13. The use of the term "Commission" in this Agreement reflects the continued use of the historical designation of the governing body under which asset titles are currently held.

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth in this Agreement, the Municipalities agree as follows:

Article I Creation of the Joint Fire and EMS District

Section 1.1 Purpose

The Cambridge Community Fire and EMS District ("the District") is created for the purpose of providing fire protection, EMS, rescue, and related services to the geographic area set forth below.

Section 1.2 Territory

The area to which fire protection, EMS, rescue, and related services are to be furnished shall include all or part of the area within the corporate limits of the Municipalities.

Section 1.3 Authorization

The Municipalities shall adopt such ordinances or resolutions necessary for the creation, management, and operation of the District under this Agreement

Section 1.4 Term

This Agreement shall be effective August 23, 2018.

This Agreement shall remain in force for a period of ten (10) years from its effective date. Thereafter, it shall be automatically renewed for additional ten (10) year periods on these same terms and conditions unless the Municipalities terminate the District pursuant to Article 5 Section 5.2.

Article 2 Management

Section 2.1 Fire District Commission

The Cambridge Community Fire and EMS Commission ("Commission") shall oversee the District's operations.

Section 2.1.1 Duties and Authority

The Commission's responsibilities shall include administration, oversight, and supervision of the District, including:

- a. Making provisions for the District's management;
- b. Developing and updating annually the District's long-range strategic plan;
- c. Expending funds or authorizing purchases in such amounts as authorized annually by the Municipalities. All notes, drafts and other orders for payment of money permitted to be executed by the District under Article 4, §4.4 shall be signed by the President and Treasurer. All purchases shall be accomplished within the context of the State's ethics codes;
- d. Appointing, hiring, and evaluating an EMS Director;
- e. Implementing and enforcing its responsibilities under this Agreement, including receiving the Fire Chief's and EMS Director's advice in all matters germane to the District's technical operations and relying upon their expertise as appropriate under the circumstances;
- f. Reviewing the EMS Director's performance at least on an annual basis and annually receiving a report of the CVFD's evaluation of the Fire Chief;

- g. Approving the budget of the CVFD and receiving the Fire Chief's report of personnel matters and CVFD operations;
- h. Overseeing the EMS Director's administration of EMS personnel matters and receiving the EMS Director's report of EMS operations;
- i. Approving the hiring and/or appointment of EMS employees, volunteers, and other District employees for positions authorized by the Municipalities upon the EMS Director's recommendation. A vacated position authorized by the annual operating budget may be filled by the EMS Director under procedures set forth in this Agreement, unless the Municipalities direct otherwise;
- j. Disciplining, including termination, when appropriate District employees and volunteers in accordance with law;
- k. Meeting for the purpose of taking action to govern the District's affairs;
- l. Recommending an annual operating and capital budget for approval by the Municipalities and maintaining appropriate books of account;
- m. Making provision for the control, maintenance, acquisition, and placement of all real and personal property acquired by the District;
- n. Acquiring and maintaining equipment necessary for the District's operations within the budget parameters established by the Municipalities;
- o. Contracting for such services as are required to operate the District within the budget parameters established by the Municipalities and Article 4, §4.4, including legal and accounting services;
- p. Procuring and maintaining insurance coverage, including general liability, vehicle, workers' compensation, property and causality, employment liability, and Directors' and Officers' coverages, naming the Municipalities as additional insureds. The liability policies shall have a minimum coverage of Five Million Dollars (\$5,000,000). The District shall provide copies of the policies to the Municipalities;
- q. Adopting such rules and policies as deemed necessary for the District's efficient operation which are not inconsistent with this Agreement, or state or federal law, including but not limited to Standard Operating Practices (SOP's) for the EMS. The District shall adopt such rules and policies to ensure compliance with federal and state law relating to personnel matters and shall adopt appropriate equal opportunity and non-discrimination policies. The District shall provide copies of all adopted rules and policies to the Municipalities;
- r. Entering into reciprocal agreements with other governmental units and municipalities for the purpose of assisting in larger fires, incidents or other situations (e.g., Mutual Aid, Automatic Mutual Aid and MABAS);

- s. Entering into such intergovernmental agreements deemed necessary for the District's efficient operation which are not inconsistent with this Agreement, applicable labor agreements or state or federal law; and,
- t. Charging and collecting such fees for service as authorized by the Municipalities.

Section 2.1.2

The EMS Director and any employees hired by the District shall be District employees and not employees of the Municipalities. EMS volunteers are District volunteers.

The Fire Chief is an employee of CVFD and the fire department's employees are volunteers of CVFD.

Section 2.1.3 Composition

The Commission shall consist of one representative from each of the Municipalities to be appointed by each Town or Village Board for a term of one (1) year or until a successor is appointed. The members shall be appointed as determined by the respective municipality. Each member shall serve at the pleasure of the governing body that appointed the member.

Commission members shall make a good faith effort to attend every Commission meeting. If a Commission member misses three consecutive meetings, the Commission shall notify the member's appointing municipality to take such action as deemed appropriate by the municipality.

Section 2.1.4 Vacancy

A municipality shall fill any vacancy in its representation on the Commission within sixty (60) days of the creation of the vacancy. Vacancies may be created by the death, resignation, failure to be re-elected, or removal of the appointee by the respective municipal Commission. In the event that the municipality is unable to fill the vacancy within this time period, the Town Chair or Village President, or their designee, shall serve until a replacement is appointed.

Section 2.1.5 Compensation

Commission members shall not be compensated by the District and shall receive such compensation from their appointing municipality for service on the Commission as determined by the appointing municipality.

Section 2.1.6 Indemnification

The District shall indemnify and hold Commission members harmless with respect to any actions taken within the scope of their service as Commission members as established by state law.

Section 2.1.7 Conduct of Business

The Commission shall only act at meetings convened within the requirements of the Wisconsin Open Meetings Law, Wis. Stat. §§19.81, et. seq.

Meetings shall take place at a location within the District.

The physical presence of three Commission members shall constitute a quorum.

The Commission shall hold one regular meeting per quarter unless cancelled by a majority vote of the Commission, but shall in no case meet less than four (4) times per year.

Meetings may be called at any time by either the Commission President or upon joint request of two (2) or more members. Upon such request, the Commission Secretary shall provide written notice of such meeting to the Commission members and the public pursuant to the Wisconsin Open Meetings Law.

Each member shall have one vote. Unless state law requires otherwise, a majority of votes cast by the Commission shall be necessary for any Commission action provided a quorum has voted.

Meetings shall be governed by Robert Rules of Order.

Minutes shall be kept of all actions taken and matters discussed at every Commission meeting and shall be approved by the Commission at its next meeting. Approved Commission minutes shall be provided to the Municipalities within ten (10) days of approval.

Section 2.1.8 Officers

The Commission shall have the following officers: President, Secretary, and Treasurer. The Commission may combine the offices of Secretary and Treasurer or one person may simultaneously serve both offices. The Commission may establish any other office as it deems necessary, together with those powers and duties to be exercised by that office.

Each officer shall be elected by a majority of all Commission members at the Commission's organizational meeting held in May.

Each officer shall serve for a term of one (1) year. An officer may only be removed from the office by majority vote of all Commission members.

Section 2.1.8.1 President

The President shall:

- a. Convene and preside at all Commission meetings in compliance with the Wisconsin Open Meetings law;
- b. Supervise the Commission's business and affairs;
- c. Oversee enforcement of the terms of this Agreement;

- d. Execute all contracts, agreements, and documents as the Commission authorizes for the District's operation and maintenance;
- e. Sign, endorse in the name of the Commission all notes, drafts, and other orders for payment of money as permitted under Article 4, §4.4; and,
- f. Perform such additional duties as may be prescribed from time-to-time by the Commission.

Section 2.1.8.2 Secretary

The Secretary shall:

- a. Serve as custodian of Commission records;
- b. Oversee Commission compliance with the Wisconsin Open Records Law, § 19.31 et. seq. Stats.;
- c. Prepare and cause to be posted all notices of meetings in compliance with the Wisconsin Open Meetings Law;
- d. Keep a current and complete record of all Commission proceedings, including preparation of meeting minutes;
- e. Prepare and file all reports required of the Commission unless otherwise delegated by the Commission to another Commission member or District employee; and,
- f. Perform such duties as may be prescribed by the Commission.

Section 2.1.8.3 Treasurer

The Treasurer shall:

- a. Keep an accurate account of all District transactions, including monies received and dispersed by the District;
- b. Sign, endorse in the name of the Commission all notes, drafts and other orders for payment of money as permitted under Article 4, §4.4;
- c. Report on the District's finances at each regular Commission meeting and at such other times as required by the Commission; and,
- d. Perform all general duties as may be prescribed by the Commission.

Section 2.2 Municipal Provision of Services

The Municipalities shall provide accounting and clerical services to the Department as agreed upon by the Municipalities.

Section 2.3 Operations

Section 2.3.1 Fire Chief and EMS Director

The Commission shall appoint the EMS Director who shall hold the position until resignation, death, retirement, or removal as provided by law.

The Fire Chief is elected by the CVFD membership and may be removed pursuant to the CVFD's Constitution.

The Fire Chief and EMS Director shall report to the Commission on fire district and EMS operations, respectively.

The Fire Chief and EMS Director shall be responsible for, among other things, within the budget parameters established by the Municipalities:

- a. Leading the District's daily operations in providing fire protection, rescue, EMS, and related services to the District;
- b. Preparing a proposed annual operating and capital budget for submission to and approval by the Commission;
- c. Maintaining a complete and current record of all fire protection, EMS, rescue and related service calls;
- d. Reviewing and implementing District policies and procedures, including rules and regulations related to fire protection, EMS, rescue, and related services;
- e. Performing an annual evaluation District employees;
- f. Planning, monitoring and executing of District training. A summary report of the training shall annually be provided to the Municipalities;
- g. Maintaining a current list of District firefighters and Emergency Medical Technicians, with submission to the Commission's Secretary each January and July;
- h. Serving as the interface between the Commission, employees, and volunteers; and,
- i. Monitoring the District's annual operation budget.

Section 2.3.2 Other Paid Personnel

Within the budget approved by the Municipalities, the Fire Chief shall appoint, and/or hire and oversee such individuals as necessary to support the fire district's efficient operation

Subject to the Commission's authorization, the EMS Director shall appoint and/or hire, and oversee such individuals as necessary to support the EMS's efficient operation.

Section 2.3.3 Cambridge Emergency Medical Service Association

The Municipalities recognize the existence of the Cambridge Area Medical Service Association ("Association") which is an unincorporated voluntary organization which assists in the provision of EMS services to the District.

The Association, through its Advisory Commission, may advise the EMS Director and Commission regarding SOP's and other matters as appropriate.

The Association operates independently with respect to its own internal organization and fundraising activities. Association actions shall not be inconsistent with any provision set forth in this Agreement.

Association-owned assets are separate from District assets and are not subject to this Agreement. The Association shall maintain and insure all Association assets. The Association may locate its assets on District property with the Fire Chief and EMS Director's permission and subject to the terms established by the Chief and Director.

Association-sponsored meetings are separate from District meetings and not within the District's Open Records and Open Meetings legal obligations.

Section 2.3.4 Friends of Cambridge EMS, Inc.

The Friends of Cambridge EMS, Inc. ("Friends") is an Internal Revenue Service sec. 501(c)(3) non-profit corporation organized and existing under the State of Wisconsin for the purpose of raising funds for the EMS.

The Friends operates independently with respect to its own internal organization and fundraising activities.

Friends-owned assets are separate from District assets and are not subject to this Agreement.

Friends-sponsored meetings are separate from District meetings and not within the District's Open Records and Open Meetings legal obligations.

Section 2.3.5 Cambridge Volunteer Fire Department

CVFD is a Wis. Stat. Chapter 213 fire company organized and existing under the laws of the State of Wisconsin and recognized by the Village of Cambridge pursuant to Cambridge General Ordinance 2.48.010, and a Constitution governing its operations, and is the designated fire

department pursuant to Wis. Stat. § 101.575(6)(b) to receive the Municipalities' fire department dues under Wis. Stat. § 101.573(4). It is an approved I.R.S. § 501(c)(4) voluntary firemen's organization.

CVFD appoints the Fire Chief and oversees the fire department operations within the budget approved by the Municipalities. The Fire Chief shall provide a report on CVFD operations to the Commission at its regular meetings.

Article 3 Department Assets

District assets shall be owned and controlled as set forth below.

Section 3.1 Real Property and Buildings

As of the effective date of this Agreement, the CVFD and EMS operate out of a station and offices located at 271 W Main St. Cambridge, WI 53523.

Section 3.1.1 Ownership and Maintenance

The land, buildings and fixtures identified in Section 3.1 ("the property") are and will be jointly owned by the Municipalities according to the following percentage basis:

All costs associated with long-term and annual maintenance and upkeep of the property shall be borne by the Municipalities on a percentage basis as determined by the percentage of the latest equalized value that each municipality bears to the last equalized value of the entire District ("EV ratio").

Section 3.1.2 Sale of Assets

Net proceeds from the sale of assets under § 3.1.1 shall be deposited in the Reserve Fund. Sale of assets shall only occur with Commission and Municipal approval and by means of public sale unless otherwise authorized by the Commission.

Section 3.1.3 Use

The property's primary use shall be for:

- a. the storage of District vehicles and equipment;
- b. the storage of all other equipment necessary for the District's operation;
- c. the command center for all fire and EMS operations, training and other related services;
- d. the offices of the Fire Chief and EMS Director and subordinates; and
- e. the Commission's regular meeting place.

The property may be used for other public purposes that are not in conflict with the primary use of the building and the District's operation, but only with the Fire Chief or EMS Director's permission. District property shall not be used for private purposes.

Section 3.2 Vehicles, Equipment and Other Assets

Section 3.2.1 Ownership

All District assets not covered by Section 3.1, including fire trucks, ambulances and other vehicles, fire-fighting and EMS apparatus and equipment, uniforms and other apparel, office furniture and supplies, and all other property owned as of the effective date of this Agreement, or hereafter acquired by the District, shall be owned by the Municipalities according to the EV ratio.

An inventory of all trucks, equipment apparatus and all other items owned by the District shall be performed and made available for distribution to the Municipalities by July 1 of each year.

The cost of all maintenance and repairs on such trucks, equipment apparatus, and related items shall be paid by the Municipalities pursuant to the annual operating or capital budgets adopted by the Municipalities.

If sufficient records exist, the proceeds from the sale of any piece of equipment shall be allocated between the Municipalities based upon the EV ratio at the time of purchase. If sufficient records do not exist to determine the original contribution, it shall be presumed that each municipality has an ownership interest equal to the EV ratio in place at the time this Agreement became effective.

Section 3.2.2 Sales of Assets

Proceeds of all sales under §3.2 shall be deposited in the Reserve Fund. Sale of assets shall only be by public sale unless otherwise authorized by the Commission.

Section 3.2.3 Use

All District assets not covered by Section 3.1 shall only be used for District purposes and not for personal use, unless approved by the Fire Chief or EMS Director.

Section 3.3 Association and Friends Assets

The Municipalities recognize the existence of the Association and Friends. All donations to the Association and/or the Friends belong to the Association and/or the Friends separate from the District's assets and annual budgets. Association and/or Friends fundraising activities are not sponsored by the District and any such activities will be distinguished from District activities and finances. Association and/or Friends' activities utilizing District property shall be covered by the Commission's liability insurance which names the District as an additional insured. The District is not responsible for any liabilities arising from such activities.

Section 3.4 Donations

All donations to the District must be formally accepted by the Commission. Once accepted, all donations to the District become District assets under Section 3.2.1, above.

Article 4 Fiscal matters

The District's annual operating and capital budgets must be approved by the Municipalities. The process by which this shall occur is set forth below.

Section 4.1 Annual Operating Budget

Section 4.1.1 Commission Adoption

The Chief and EMS Director shall prepare and submit a draft annual operating budget to the Commission for review and approval by no later than September 1 of each year.

The annual operating budget shall contain the revenues and expenses for the District's operation in the succeeding year, including insurance costs and expenses associated with the repair, maintenance, and replacement for any equipment with a life expectancy of five (5) years or less or a replacement cost of fifty thousand dollars (\$50,000.00) or less.

Revenues received by the respective municipalities in the form of building permit fees are revenues to the Municipalities and not the District.

Fees received by the Municipalities in the form of the State Fire Insurance Dues rebate shall be forwarded to the CVFD within thirty (30) days of receipt and serve as annual operating budget revenue with respect to the fire district in the Commission-approved budget.

Fees due to the Municipalities in the form of State EMS funds and receipts from EMS service calls shall be payable to the Commission and serve as annual operating budget revenue for the EMS in the Commission-approved budget. The Commission may contract with vendors for the billing and collection of EMS service call receipts.

Section 4.1.2 Municipal Adoption of Annual Operating Budget

The Commission shall submit a proposed budget to each Municipality by October 1 of each year for approval. The budget will be deemed to have been passed when it has been approved by a majority of the Municipalities. If a majority of the Municipalities have not passed the proposed budget by December 31, the previous year's budget, less Capital items will be used. If the budget is not approved by January 31 it will go to arbitration per Section VIII.

Section 4.1.3 Budget Apportionment

Each municipality's portion of the budget is determined by the FV ratio.

Section 4.1.4 Time for Payments

The Municipalities shall pay their share of the assessment annually, semi-annually, or quarterly as determined by the Commission at their last meeting of the year. Quarterly payment must be made within sixty (60) days of Assessment.

Payments that are late may be charged interest at the rate of 18% per annum to be determined by the Commission.

Section 4.1.4 Administration of Annual Operating Budget

Once approved by the Municipalities, the Commission shall administer the approved annual operating budget. Funds designated for expenditure in the annual operating budget cannot be used for capital budget items without prior approval of the Municipalities. The Commission may make such other amendments to the annual operating budget to the extent funds are available from the approved budget. Prior to the adoption of the succeeding year's annual operating budget, the Commission shall review the current year's annual operating budget and reconcile and approve changes in revenue and expenditures from the approved annual operating budget. This amended operating budget shall be forwarded to the Municipalities prior to the joint meeting.

Section 4.2 Capital Budget

Within the same time frame and by the same process as set forth in Section 4.1, the Municipalities shall adopt a capital budget for the succeeding five (5) years of expected expenditures for purchases, construction, repair, and renovation of real property and/or equipment with a life expectancy of greater than five years or a replacement cost of fifty thousand dollars (\$50,000.00) or more.

The Capital Budget shall be funded in a manner determined by the Municipalities at the time of its adoption. Funding for capital purchases may be accomplished in the following manner:

- a. By way of an annual assessment in the annual operating budget with funds deposited in the Reserve Fund to be used for subsequent purchases;
- b. By fundraising efforts;
- c. By lump sum payment assessed to the Municipalities in addition to the annual operating budget;
- d. By borrowing funds pursuant to Article 4, §4.4 and assessing the Municipalities in the annual operating budget for the amortized principal and interest payments; or,
- e. The adoption of user or other fees by the Municipalities

Different funding options can be used for individual, grouped or all of the contemplated expenditures in the Capital Budget.

Funds designated for the Capital Budget cannot be utilized for purposes other than as authorized without the Municipalities' approval.

Section 4.3 Reserve Funds

The District may establish a Reserve Fund.

The District may only expend or transfer funds from the Reserve Fund for emergency needs (e.g., immediate equipment repairs or replacement) with the approval of four Commission members. Any other Reserve Fund expenditure shall require the Municipalities' approval.

Section 4.4 Contracts/Indebtedness

The Commission shall not enter into any contracts not authorized by the annual operating or capital budget without the Municipalities' approval. Any contract, bond or other document of indebtedness not fully funded in the current year out of the approved annual operating budget must be approved and authorized by the Municipalities and any such instruments must be executed by and in the name of the Municipalities and not the District or Commission.

The Commission may authorize and approve any indebtedness and expense for the necessary and reasonable repair, replacement or other expense required for the District's continuous operation when prior municipal approval is not feasible, provided such funds are available in the Reserve Funds for the expense. The Commission shall seek retroactive approval as soon as practicable.

Section 4.5 Depositories

The Commission shall designate one or more public depositories for depositing Commission funds and for any other purpose permitted by law, as governed by Chapter 34, Wis. Stats. The District may utilize direct deposit accounts for payroll purposes.

Section 4.6 Accounting

The Commission shall maintain a system of accounting in conformity with Generally Accepted Accounting Principles appropriate for its operations.

Article 5 Termination of Agreement

Section 5.1 Withdrawal from District

Section 5.1.1 Notice Required.

A municipality may withdraw from the District at the end of any fiscal year of the District only if the withdrawing municipality has provided written notice to the Commission and each participating municipality prior to January 1st of the fiscal year which shall set the date for termination no earlier than the succeeding January 1.

Section 5.1.2 Distribution to Withdrawing Municipality.

(A) Definitions:

- (1) For the purposes of this section, the Generally Accepted Accounting Principles in place at the end of the fiscal year shall govern all calculations.
 - (2) Assets shall include, but not be limited to, cash, accounts receivable, real property, and equipment.
 - (3) Equipment shall include all tangible property. The value of equipment at the time of withdrawal will be calculated.
- (B) Audit
- (1) Upon withdrawal, an audit shall be used to determine the District's assets and liabilities.
 - (2) A third-party auditor may be chosen by the Commission.
 - (3) If the Commission chooses a third-party auditor, the withdrawing municipality shall be responsible for the costs.
- (C) Calculations
- (1) The value of the property and equipment will be valued at the existing value as of the date of the withdrawal. Equipment value shall be calculated as the purchase price, less the value of gifts or grants applied to the original purchase of the equipment and less depreciation using straight line depreciation as determined by the auditors. The value of real property shall be valued based on its fair market value as of the date of withdrawal.
 - (2) Any item with an anticipated useful life of less than a year will be considered an operating expense.

Commencing on the date of withdrawal and continuing for twelve months after withdrawal, cash and accounts receivable attributable to the withdrawing municipality, for periods prior to the date of the withdrawal, shall be held in a separate bank account.

When the audit has been concluded, the amount due and owing the withdrawing municipality shall be finalized based upon the assets value and the EV ratio.

The District will then have the option to pay out the value of the assets either in five (5) equal annual payments with the first payment to be paid one year after withdrawal or as a single lump sum to be paid within three (3) years after withdrawal.

Section 5.1.3 Liability of Withdrawing Municipality.

In the event that the liabilities of the District exceed its assets at the time of withdrawal, the withdrawing community shall pay that percentage of the deficit according the EV ratio. The withdrawing municipality shall have the option of making such payment to the District in a lump sum or in annual installments over a period not in excess of five (5) years from the date of the withdrawal. Election of the installment method shall not entitle the District to earn interest on the unpaid balance.

The withdrawing municipality shall remain liable for its percentage of any adverse claim asserted against the District which occurred during the time the withdrawing municipality was a member of the District.

Section 5.2 Termination of District.

The District may be terminated by the unanimous written consent of the municipalities and shall be terminated if its membership drops to one municipality.

Upon termination of the District, its assets, including those acquired by gift or donation, shall be liquidated and the money remaining after payment of all of its obligations shall be distributed to the municipalities which are then members of the District according to the EV ratio as of the date of termination.

Article VI Dispute Resolution

Section 6.1 Informal Dispute Resolution:

If any municipality has a dispute concerning any of the matters of this Agreement, the municipality asserting the dispute shall first seek to have the matter resolved informally by providing the other party(ies) with a written notice stating the nature of the dispute.

If informal resolution is not reached within sixty (60) days from the date of the notice, the Municipalities agree to mediate the dispute.

Section 6.2 Mediation

The parties agree to name a mediator within fourteen (14) days of the expiration of the time period to reach informal resolution. If no mediator is agreed upon within said fourteen (14) days, each party shall name a third-party and the third-parties so named shall pick a mediator within ten (10) days. The parties shall present their dispute to the mediator within sixty (60) days of the mediator being named. Nothing in this provision shall preclude any party from filing a notice of claim or taking other action required by statute to preserve its rights under applicable notice of claim statutes.

The mediator shall not have the authority to add, change, alter or modify any of the terms or provisions of this Agreement.

The expense of the Mediator shall be divided equally between the Municipalities.

Section 6.3 Arbitration.

If any matter submitted to mediation cannot be resolved through mediation, any party may seek arbitration of the issue. That party shall notify the other parties in writing of its intent to seek arbitration concerning the matter within fourteen (14) days of the conclusion of mediation.

The parties will attempt to reach agreement on an arbitrator to decide the dispute. If they are unable to do so within five (5) business days of the notice of intent to arbitrate, the party seeking arbitration shall petition the Dane County Circuit Court for appointment of an arbitrator. All other

aspect of the arbitration shall be pursuant to Wis. Stat. Chapter 788, unless otherwise agreed to by the parties

The arbitrator shall not have the authority to add to, change, alter, or modify any of the terms or provisions of this Agreement. The arbitrator's decision to be final and binding upon the parties

Each municipality shall bear equal costs of any arbitration proceeding. The expenses of the arbitrators shall be divided equally between the Municipalities

Section VII Miscellaneous Provisions

Section 7.1 Severability.

If any section, subsection, sentence, clause or phrase of this Agreement is found to be invalid by any court of competent jurisdiction, such decision shall not affect the validity of any other section, subsection, sentence, clause or phrase of this Agreement

Section 7.2 Amendments.

Amendment(s) to this Agreement shall require a majority vote of all Commissioners supported by a certified copy of a resolution duly adopted by each municipality

Village of Cambridge

by

President

Clerk

Date:

8/23/18

Village of Rockdale

by

President

Clerk

Date

Town of Christiana
by

Maureen P. Linn
Chair

Kathy Moore
Clerk
Date: 8/23/18

Town of Lake Mills
by

Hope A. Gaudet
Chair

[Signature]
Clerk
Date: 8/24/18

Town of Oakland
by

[Signature]
Chair

[Signature]
Clerk
Date: 8/27/18

Cambridge Volunteer Fire Department
By

[Signature]
Chief

[Signature]
Secretary
Date: 09-10-2018
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