

Agenda
Public Safety & Welfare Committee Meeting
625-52nd St, Rm 204
Monday, December 12, 2016
5pm

Chairperson:	Rocco J. LaMacchia, Sr	Vice Chairperson:	Jack Rose
Aldersperson:	Jan Michalski	Aldersperson:	Eric Haugaard
Aldersperson:	Keith W. Rosenberg		

Call to Order
Roll Call
Citizens Comments

Approval of the Minutes of the Meetings Held November 28, 2016 & November 29, 2016.

1. Aldermanic Request All-Way Stop at the Intersection of 30th Avenue & 87th Place. *(District 9) (Staff recommends denial) (Deferred from the meeting on 11/28/16)*
PUBLIC HEARING
2. Aldermanic Request for 2-Hour Parking Restrictions on 56th Street of 500 Block. *(District 2) (Staff recommends 90-Day Trial)* **PUBLIC HEARING**
3. Ordinance by Aldersperson Rocco J. LaMacchia Sr. - To Repeal and Recreate Subparagraph 11.02 A *(of the Code of General Ordinances)* Regarding Firearms. *(Referral from Council on 12/5/16)* **PUBLIC HEARING**
4. Agreement for Emergency Medical Service User Fee Billings Serviced by and between the City of Kenosha and EMS Medical Billing Associates, LLC. **PUBLIC HEARING**
5. 2016-2017 Snow Plow Procedures. **PUBLIC HEARING**
6. GPS Tracking Demonstration. **PUBLIC HEARING**

ALDERPERSONS' COMMENTS

IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4050 BY NOON BEFORE THIS MEETING TO MAKE ARRANGEMENTS FOR REASONABLE ON-SITE ACCOMMODATIONS.

PUBLIC SAFETY & WELFARE COMMITTEE
Minutes of Meeting held Monday, November 28, 2016

A meeting of the Public Safety & Welfare Committee was held on Monday, November 28, 2016 in Room 204 of the Kenosha Municipal Building. The meeting was called to order at 5:18 pm by Chairman LaMacchia.

At roll call, the following members were present: Alderpersons Haugaard, Rose, Michalski and Rosenberg. Staff members in attendance were: Shelly Billingsley, Director of Public Works; Cathy Austin, Deputy Director of Public Works/City Engineer; Jeff Warnock, Superintendent of Parks; Deputy Police Chief Eric Larsen; Fire Chief Charles Leipzig; Jon Mulligan, Assistant City Attorney; and Mayor John Antaramian.

No citizens spoke during Citizens Comments.

It was moved by Alderperson Michalski, seconded by Alderperson Rosenberg, to approve the minutes from the meeting held on November 14, 2016. Motion carried unanimously.

1. Aldermanic Request for a Yield Sign at the Intersection of Wilson Road, 61st Street and 40th Avenue. (*District 15*) (*Staff recommends 90-Day Trial*) **PUBLIC HEARING**
Staff: Cathy Austin spoke.
Public Hearing: Guida Brown spoke.
It was moved by Alderperson Michalski, seconded by Alderperson Rosenberg to approve.
Staff: Deputy Police Chief Larsen spoke.
Motion to approve carried unanimously.
2. LED Pedestrian Crossing System Installation Locations (*Citywide*) (*Staff recommends approval*) **PUBLIC HEARING**
Staff: Shelly Billingsley spoke.
Public Hearing: None.
Staff: Cathy Austin spoke.
It was moved by Alderperson Michalski, seconded by Alderperson Rose to approve.
Motion carried unanimously.
3. Aldermanic Request for the Analysis of Parking Restrictions on 27th Avenue for Chavez Learning Station (*District 3*) (*Staff recommends approval*) **PUBLIC HEARING**
Staff: Cathy Austin spoke.
Public Hearing: None.
It was moved by Alderperson Rose, seconded by Alderperson Michalski to approve.
Motion carried unanimously.
4. Aldermanic Request to Restrict Parking on East Side of 7600-7800 Block of 10th Avenue (*District 12*) (*Staff recommends 90-Day Trial*) **PUBLIC HEARING**
Staff: Cathy Austin spoke.
It was moved by Alderperson Haugaard, seconded by Alderperson Michalski to approve.
Public Hearing: None.
Motion to approve carried unanimously.

5. Aldermanic Request All-Way Stop at the intersection of 30th Avenue & 87th Place. *(District 9)(Staff recommends denial)* **PUBLIC HEARING**
Staff: Cathy Austin spoke.
Public Hearing: Sheryl Zaionc and Roger Kessel spoke.
It was moved by Alderperson Rosenberg, seconded by Alderperson Michalski to defer for two weeks.
Staff: Deputy Police Chief Larsen spoke.
Motion to defer carried unanimously.
6. Aldermanic Request No Parking During Soccer Events *(District 9) (Staff recommends 90-Day Trial)* **PUBLIC HEARING**
Staff: Cathy Austin spoke.
Public Hearing: Roger Kessel spoke.
Chairperson LaMacchia passed the gavel.
It was moved by Chairperson LaMacchia, seconded by Alderperson Haugaard to defer for ninety (90) days. Motion carried unanimously.
7. Ordinance by Sponsor Alderperson Eric Haugaard, Co-Sponsors Alderperson Rocco J. Lamacchia Sr., Alderperson Dave Paff, Alderperson Curt Wilson - To Repeal, Recreate and Renumber Section 7.16 *(of the Code of General Ordinances)*, Entitled Restricting Heavy Vehicle Traffic and Parking. *(Referred from Council on 11/21/16)* **PUBLIC HEARING**
Staff: Cathy Austin and Deputy Police Chief Eric Larsen spoke.
Public Hearing: None.
Alderperson Jack Rose, Alderperson Jan Michalski, and Alderperson Keith Rosenberg would like to be added as Co-Sponsors.
It was moved by Alderperson Rosenberg, seconded by Alderperson Rose to approve.
Motion carried unanimously.
8. Ordinance by Sponsor Alderperson Dave Paff – To Create Paragraph 7.14 F.4. *(of the Code of General Ordinances for the City of Kenosha)* Regarding Operating Two or More Abreast in Bicycle Lanes. *(Referred from Council on 11/21/16)* **PUBLIC HEARING**
Staff: Deputy Police Chief Eric Larsen spoke.
It was moved by Alderperson Haugaard, seconded by Alderperson Rosenberg to approve. Motion carried unanimously.

Chairperson LaMacchia called for a 5 minute recess at 5:43 pm.

9. Ordinance by the Mayor - To Repeal Section 1.06 A.A. *(of the Code of General Ordinances)* Entitled "Ethics Board", to Create Section 1.295 *(of the Code of General Ordinances)* Entitled "Confidentiality and Impartiality; to Repeal and Recreate Section 29.06 *(of the Code of General Ordinances)* Relating to Penalties For Failure to File a Statement of Economic Interest, and to Repeal and Recreate Chapter 30 *(of the Code of General Ordinances)* Entitled "Code Of Ethics". *(Also referred to Finance, Public Works, Stormwater Utility, and Licensing/ Permit)* *(Referred from Council on 11/21/16)* **PUBLIC HEARING**
Staff: Mayor John Antaramian spoke.
It was moved by Alderperson Rose, seconded by Alderperson Rosenberg to approve.
Motion carried unanimously.

10. Resolution by the Mayor – Resolution To Amend Resolution No.147-11, Adopted on November 29, 2011, Which Amended Emergency Medical Service User Fees (*In Accordance With Section 2.20 of The Code Of General Ordinances*). (*Also referred to Finance*) (*Referred from Council on 11/21/16*). **PUBLIC HEARING**
Staff: Mayor John Antaramian and Fire Chief Charles Leipzig spoke.
Public Hearing: Cliff Johnson spoke.
It was moved by Alderperson Rose, seconded by Alderperson Michalski to approve.
Motion carried unanimously.
11. Reschedule December 26, 2016 meeting due to the Holidays.
Chairperson LaMacchia canceled the meeting. If it is needed a special meeting will be scheduled on December 19, 2016 or January 4, 2017.

ALDERPERSONS' COMMENTS: Chairperson LaMacchia commented on the presentation meeting scheduled for tomorrow.

ADJOURNMENT - There being no further business to come before the Public Safety & Welfare Committee, it was moved, seconded and unanimously carried to adjourn at 5:53 pm

PUBLIC SAFETY & WELFARE COMMITTEE
Minutes of Meeting held Monday, November 29, 2016

A meeting of the Public Safety & Welfare Committee was held on Tuesday, November 29, 2016 in Room 204 of the Kenosha Municipal Building. The meeting was called to order at 5:30 pm by Chairman LaMacchia.

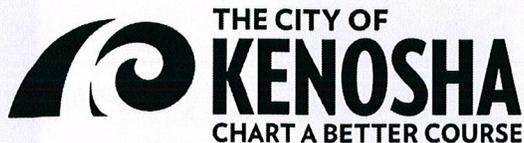
At roll call, the following members were present: Alderpersons Haugaard, Rose, Michalski and Rosenberg. Staff members in attendance were: Alderperson John Fox and Alderperson Curt Wilson.

No citizens spoke during Citizens Comments.

1. Presentation of Kenosha Fire Department Fire Station Plan. **PUBLIC HEARING**
Fire Chief Charles Leipzig; Paul McNeely, Division Chief of Training; Jim Poltrock, Division Chief EMS; and Dr Charles Cady, Medical Director spoke.

ALDERPERSONS' COMMENTS: None

ADJOURNMENT - There being no further business to come before the Public Safety & Welfare Committee, it was moved, seconded and unanimously carried to adjourn at 6:02 pm

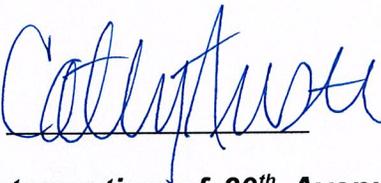


CATHY AUSTIN, PE
Deputy Director of Public Works/City Engineer

Date: November 28, 2016

To: Alderperson Rocco LaMacchia, Chairman
Public Safety and Welfare Committee

CC: Alderperson Keith Rosenberg
District 9

From: Cathy Austin, P.E.
Deputy Director of Public Works / City Engineer 

Subject: ***Aldermanic Request All-Way Stop at the intersection of 30th Avenue & 87th Place. (Staff Recommends Denial)***

BACKGROUND INFORMATION:

Alderperson Rosenberg requested that Public Works Engineering Staff look into installing an all-way stop at the intersection of 30th Avenue and 87th Place.

Public Works Engineering Staff reviewed the intersection of 30th Avenue and 87th Place and found that it does not meet the warrants outlined in the Manual on Uniform Traffic Control Devices (MUTCD) for an all-way stop. The MUTCD lists the following criteria that should be considered in the engineering study for a multi-way stop sign installation:

1. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
2. Minimum volumes:
 - a. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
 - b. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour.

Other criteria that may be considered in an engineering study include:

1. The need to control left-turn conflicts;

2. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
3. Locations where a road user, after stopping cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross-traffic is also required to stop; and
4. An intersection of two residential collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

In the past year there has been a total of one reported crash at this intersection. In addition neither the major street or minor street meets the requirements for average vehicles per hour for an 8 hour period (30th Avenue meets the requirement during its peak hour, but not for an 8 hour average).

Overall the minimum values are not met as are none of the additional criteria. Previously Public Works Staff installed "Right Turn Only – From 7:00 AM-4:30 PM on School Days" signs to help address left turn conflicts. Staff determined there is no additional need to control any conflicts at this time due to the low volumes outside of this peak period.

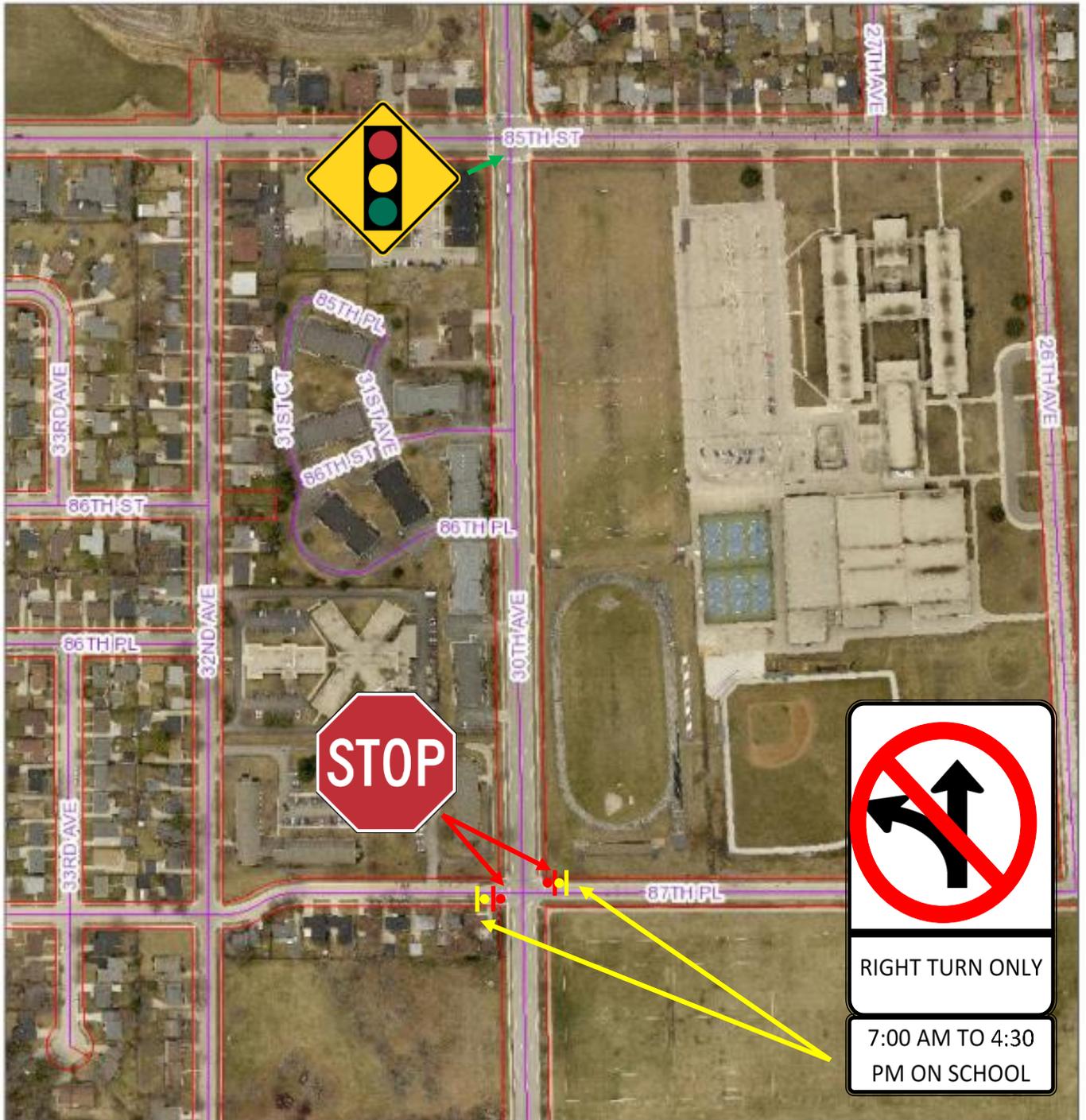
A turning movement study was done during the AM peak hour to capture school traffic. The results showed that the majority of traffic was on the major street (30th Avenue) with a total of 621 vehicles, while only 23 vehicles were recorded in that hour on 87th Place. This additional evaluation was done to confirm that peak values due to school traffic would not be enough to impact the 8 hour average significantly. Staff observed queuing concerns for the signalized intersection of 85th Street and 30th Avenue, where vehicles would queue almost to the signal. If 30th avenue was stop controlled this queuing would increase and likely extend to and through the signalized intersection at 85th Street. It would also require four lanes of traffic on a major city street to stop which is typically not done outside of signalized intersections.

RECOMMENDATION:

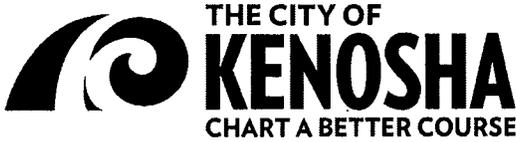
Public Works Engineering Staff recommends denial of the request to install all-way stop signs at this intersection. The intersection fails to meet the warrants required for multi-way stop signs due to low vehicular traffic volume and less than five reported crashes within the past three years. The intersection is also south of a signalized intersection and a multi-way stop could result in queuing issues at this signalized intersection.



1 inch = 300 feet
Date Printed: 11/23/2016



DISCLAIMER This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.



CATHY AUSTIN, PE
Deputy Director of Public Works/City Engineer

Date: December 9, 2016

To: Alderperson Rocco LaMacchia, Chairman
Public Safety and Welfare Committee

CC: Alderperson John Fox
District 2

From: Cathy Austin, PE
Deputy Director of Public Works / City Engineer

Subject: ***Aldermanic Request for the restriction of 2 hour parking on the north and south sides of 56th Street from 5th Avenue to 6th Avenue. (District 2) (Staff Recommends Approval of 90-Day Trial)***

BACKGROUND INFORMATION:

Alderperson Fox requested additional signs restricting parking on the north side of 56th Street from 5th Avenue to 6th Avenue to help increase the ability to enforce and to match the existing conditions. Currently, there is no resolution for this section of 56th Street. On Attachment 2-1, current and proposed signage is displayed.

Staff inspected the location and found that additional signage would be warranted. Staff also looked at the south side of the road and determined it was also lacking adequate signage. Staff proposes adding a total of four "2 Hour Parking – 8:00 AM – 6:00 PM" signs, all of them being installed on existing poles as shown on Attachment 2-1.

RECOMMENDATION:

Public Works Engineering Staff recommends the restriction of parking along the north and south sides of 56th Street from 5th Avenue to 6th Avenue on a 90-day trial basis.

Attachment 2-1

- Existing
- Proposed



ORDINANCE NO. _____

SPONSOR: ALDERPERSON ROCCO J. LaMACCHIA SR.

TO REPEAL AND RECREATE SUBPARAGRAPH 11.02 A. OF THE
CODE OF GENERAL ORDINANCES REGARDING FIREARMS

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows:

Section One: Subparagraph 11.02 A. of the Code of General Ordinances for the

City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

A. Firearms. Discharge or cause the discharge of any missile from any firearm, B.B. gun, pellet gun, paintball gun, slingshot, bow and arrow, when said bow has a pull of 30 pounds pressure or more, or, other dangerous weapon within the limits of the City, except at gun clubs, rifle ranges, archery ranges or shooting galleries. This Section does not apply to firearms used by law enforcement officers, ~~or~~ to hunting by bow and arrow or by crossbow, pursuant to the regulation of Paragraph 11.02 T.2. of these Ordinances, or to the discharge of any of the aforesaid weapons within the limits of the City upon written permission from the Chief of Police which authorizes a specified person(s), for a specified purpose and period of time. Any such permission may be revoked by the Chief of Police at any time.

Section Two: This Ordinance shall become effective after passage and publication.

ATTEST: _____ City Clerk
Debra L. Salas

APPROVED: _____ Mayor
John M. Antaramian

Date: _____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

AGREEMENT FOR EMERGENCY MEDICAL SERVICE
USER FEE BILLING SERVICES

By And Between

THE CITY OF KENOSHA, WISCONSIN
A Municipal Corporation

And

EMS MEDICAL BILLING ASSOCIATES, LLC
9401 West Brown Deer Road, Suite 101
Milwaukee, WI 53224
A Wisconsin Limited Liability Company

This Agreement for Emergency Medical Service User Fee Billing Services (“Agreement”) is made and entered into between the City of Kenosha, Wisconsin, a municipal corporation, with offices located at 625 52nd Street, Kenosha, Wisconsin 53140, hereinafter referred to as the “Client”, and EMS Medical Billing Associates, LLC, a Wisconsin limited liability company, with offices located at 9401 West Brown Deer Road, Suite 101, Milwaukee, Wisconsin 53224, hereinafter referred to as the “Service Provider”, collectively referred to as the Parties. This Agreement shall be effective upon approval and execution by the Parties. The effective date shall be the date of last execution of this Agreement (“Effective Date”).

WHEREAS, the existing Agreement for Professional Services Emergency Medical Service User Fee Billing Services between the Parties expired June 14, 2016; and

WHEREAS, the Parties desire to enter into this Agreement for the continued provision of professional and technical services with respect to Emergency Medical Service User Fee Billing Services (“the Project Services”) by the Service Provider to the Client upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

- 1.1 **SERVICES TO BE PROVIDED BY SERVICE PROVIDER.** The Service Provider agrees to perform, in a good and professional manner, the professional services necessary for performance of this Agreement, as detailed in the "Project Services" set forth in Exhibit “A”, which is attached hereto and incorporated herein by reference. The Project Services may be expanded by mutual agreement of the Parties subject to the payment of additional consideration.

- 1.2 PERFORMANCE STANDARDS. The Service Provider shall comply with all applicable Federal and State laws, rules and regulations regarding the Project Services to be provided pursuant to this Agreement.
- 1.3 PERFORMANCE OF PROJECT SERVICES. The Service Provider shall commence performance of the Project Services upon the Effective Date of this Agreement.
- 1.4 RETENTION. All records and documents related to the Project Services provided under this Agreement are the property of the Client, but shall be retained by the Service Provider on behalf of the Client in compliance with the Wisconsin Public Records Law for a period of seven (7) years after this Agreement expires or is terminated. These records and documents shall be made available to the Client after the expiration or termination of this Agreement upon written request of the Client. Prior to the destruction of any records or documents, the Service Provider must notify the Client in writing of the proposed destruction in a manner that reasonably allows the Client to make a timely request for return of the records and/or documents to the Client.
- 1.5 CONFIDENTIALITY. No reports, information, and/or data given to or prepared or assembled by the Service Provider under this Agreement shall be made available to any individual or organization by the Service Provider without the written approval of the Client. Notwithstanding the above, the Service Provider may release records to a third party upon having proper consents and following all applicable Federal and State laws, rules and regulations regarding the release of such records.
- 1.6 ERRORS, OMISSIONS OR DEFICIENCIES. The Service Provider shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the Service Provider is responsible for any errors, omissions, or deficiencies. The Service Provider shall refund to the Client, upon finalization of any audit which shows a billing error, the Service Provider's percentage fee times the refunded amount.

ARTICLE II

- 2.1 SERVICES TO BE PROVIDED BY CLIENT. In the event that any information, data, surveys, reports, photographs, records and maps are existing and available and are useful for carrying out the Project Services, the Client shall promptly furnish copies of these materials in hard copy or digital format to the Service Provider for use during the term of this Agreement. The Client designates the EMS Division Chief or his or her designee to act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define the Client's policies and provide decisions in a timely manner pertinent to the Project Services covered by this Agreement until the Service Provider has been advised in writing by the Client that such authority has been revoked.
- 2.2 INCIDENT INFORMATION. The Client will submit to the Service Provider an electronic patient care run report which provides the following information, when possible:
 - 2.2.1 Run or incident number
 - 2.2.2 Date and time of incident and/or transport
 - 2.2.3 Transport to and from locations

- 2.2.4 Medical information and patient care specifics, including narrative
- 2.2.5 A hospital FIN sheet, or the equivalent detailing the following:
 - 2.2.5.1 Patient name and phone number
 - 2.2.5.2 Patient address, including apartment number or lot number
 - 2.2.5.3 Patient date of birth
 - 2.2.5.4 Patient full and complete medical insurance information
 - 2.2.5.5 Patient social security number
- 2.2.6 Patient Consent Signature. *If the patient is mentally or physically unable to sign, EMTs must document why the patient was unable to sign, and obtain a signature from an authorized party as mandated under Centers for Medicare and Medicaid Services (CMS) rules.*

In the event of a malfunction in the export of the electronic patient care run information, the Client agrees to provide said data to the Service Provider by U.S. Postal Service, fax or other electronic media.

- 2.3 PAYMENT INFORMATION. The Client agrees that payment information received in the Client's office will be forwarded to the Service Provider within three (3) business days by fax, electronic mail or other electronic means.
- 2.4 CLIENT RATES AND FEES. The Client will provide the Service Provider with Emergency Medical Service rate and fee information within ten (10) days after the Effective Date of this Agreement and within ten (10) days after the Effective Date of any subsequent change. The Service Provider agrees to implement the Client's Emergency Medical Service rate and fee information within five (5) business days of written notification to the Service Provider.

ARTICLE III

- 3.1 COMPENSATION RATE. Upon the Effective Date of this Agreement, the Service Provider agrees to provide the Project Services described in Article I in accordance with the following fee schedule covering all items of whatever nature needed to provide the Project Services: 6.75% of payments posted to the Client's records each month for Emergency Medical Services provided by the Client.
 - 3.1.1. COMPENSATION FOR COLLECTION SERVICES. The Client agrees that the Service Provider may subcontract with Americollect, Inc., a collection agency licensed by the State of Wisconsin for the purpose of pursuing collections on delinquent accounts, including pursuing delinquent accounts through the Wisconsin Tax Refund Intercept Program (TRIP). The Client agrees to compensate the Service Provider the amount of 21.75% of the net payments collected by Americollect, Inc. It is understood that the fee of 21.75% is not in addition to the fee of 6.75% due to the Service Provider pursuant to Article 3.1, but rather is inclusive of the 6.75% fee due to the Service Provider pursuant to Article 3.1 of this Agreement.
 - 3.1.2 COMPENSATION FOR VEHICLE INCIDENT BILLING. The Client agrees to compensate the Service Provider 6.75% of payments posted to the Client's records each month for the Vehicular Fire/Hazardous Materials Suppression Services provided by the Client.

- 3.1.3 CREDIT CARD PAYMENTS. The Client agrees to accept payment of ambulance invoices by credit card through the Service Provider's credit card merchant account. The Client agrees to pay all transaction fees associated with payment by credit card, debit card and online payments for the period of the contract. The Client has the right to change merchant accounts at any time, as long as sufficient invoice and payment information is provided to the Service Provider on each payment, and on a timely basis.
- 3.2 COMPENSATION FOR ADDITIONAL SERVICES. For authorized extensions of work or additional services provided outside of the Project Services provided in this Agreement, the Client and the Service Provider shall agree upon a fee and payment schedule prior to commencement of any such additional services.
- 3.3 MONTHLY INVOICES. The Service Provider shall mail monthly invoices to the Client to the attention of the City of Kenosha, Finance Department, 625 52nd Street, Room 208, Kenosha, Wisconsin 53140.
- 3.4 METHOD OF PAYMENT. Payment of the Service Provider's fees shall be as follows:
- 3.4.1 Invoices which are complete and accurate are payable by the Client to the Service Provider no later than twenty-five (25) days from receipt of the invoice.
- 3.4.2 Invoices which are complete and accurate and which are not paid by the Client within twenty-five (25) days of receipt shall be subject to 1.5% interest charge per month on any balance outstanding more than twenty-five (25) days.
- 3.4.3 If the Client fails to make any payment due within sixty (60) days after receipt of an invoice which is complete and accurate, the Service Provider may, after giving seven (7) days written notice to the Client, suspend services under this Agreement until all amounts are paid in full.

ARTICLE IV

TERM OF AGREEMENT. This Agreement shall commence on the Effective Date and remain in effect through June 30, 2021. This Agreement can be extended in two-year increments by a Letter of Agreement to that effect executed by the Parties anytime during the term of this Agreement. Intent of non-renewal by the Client should be communicated in writing to the Service Provider no later than ninety (90) days prior to the end of the then-current term.

ARTICLE V

- 5.1 TERMINATION. Either Party shall have the right to terminate this Agreement for reason of breach of the terms and conditions set forth in this Agreement by giving ninety (90) days advance written notice to the other Party. Termination shall not relieve either of the Parties from obligations already incurred. Upon termination of this Agreement, the Service Provider shall have ninety (90) days to closeout existing accounts and make final payment to the Client. The Service Provider shall, following such ninety (90) days, continue to forward to the Client all money received on the Client's behalf, subject to receipt of the fee provided for in this Agreement.

- 5.2 NO NEW OR ADDITIONAL WORK. Except as otherwise provided in this Agreement, the Service Provider shall perform no new or additional work upon receipt of a notice of termination of this Agreement from the Client without the advance written permission of the Client.
- 5.3 USE OF INCOMPLETE OR UNFINISHED DOCUMENTS UPON TERMINATION. The Service Provider shall not be liable for the Client's subsequent use of incomplete or unfinished documents provided by the Service Provider pursuant to this Article V.
- 5.4 TRANSFERRING DATA UPON TERMINATION. The Service Provider will supply to the Client a PDF and EXCEL "trip report" export of all accounts billed by the Service Provider upon notification of the termination of this Agreement as provided in this Article V at no cost to the Client. Other forms of transferring the Client's data upon termination of this Agreement that require additional labor of the Service Provider will be billed at the rate of One Hundred and Fifty Dollars (\$150.00) per hour.

ARTICLE VI

INDEPENDENT CONTRACTOR. The Service Provider performs the Project Services pursuant to this Agreement as an independent contractor.

ARTICLE VII

- 7.1 INDEMNITY AND HOLD HARMLESS. The Service Provider shall indemnify, defend, and hold harmless the Client, and its officers and employees from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of any act, error, or omission, of the Service Provider or any of the Service Provider's subcontractors and agents which causes death, personal injury or property damage to any person or party or which violates the right of any person or party protected by law. The Client shall indemnify, defend, and hold harmless the Service Provider, and its officers and employees from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of any act, error, or omission, of the Client which causes death, personal injury or property damage to any person or party or which violates the right of any person or party protected by law.

Nothing contained in this Agreement is intended to be a waiver or estoppel by the Client or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statute Sections 893.80, 895.48 and 345.05. To the extent that indemnification is available and enforceable by the Service Provider against the Client, the Client or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipalities established by Wisconsin law.

- 7.2 ACTS AND OMISSIONS. Neither the Client nor the Service Provider are responsible for any acts or omissions of the other Party or the other Party's officers and employees.

- 7.3 DATA NOT PROVIDED BY THE SERVICE PROVIDER. The Service Provider is not responsible for the accuracy of the data provided by the Client or data obtained or available from public or government records or sources in the public domain.
- 7.4 REPRODUCED DATA FURNISHED BY THE CLIENT. The Client shall obtain from the owner of documents provided by the Client any and all consents required by law to reproduce data protected by patent, trademark, service mark, copyright or trade secret provided by the Client to the Service Provider and the Service Provider assumes no responsibility for any failure of the Client to obtain any required consent.

ARTICLE VIII

INSURANCE. The Service Provider shall procure and maintain, during the term of this Agreement the insurance policies hereinafter specified. The Client shall be named as an additional insured. The Service Provider shall provide the Client with a copy of the additional insured endorsement. The Service Provider, prior to executing this Agreement, shall furnish a Certificate of Insurance indicating compliance with the foregoing and proof of payment of any premium to the City Attorney for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the Client will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason the insurance coverage required herein lapses, the Client may declare this Agreement terminated as of the date no valid insurance policy was in effect. Certifications of policy renewals shall be furnished to the Client throughout the term of this Agreement. The insurance requirement provided in this Article VIII shall not be construed to conflict with the obligations of the Service Provider in Article 7.1 – Indemnity and Hold Harmless.

The following insurance must be in effect and continue in effect during the term of this Agreement in not less than the following amounts:

- Worker’s Compensation – Statutory – In compliance with the Worker’s Compensation Law of the State of Wisconsin.
- Employers Liability \$100,000 Each accident/injury
 \$100,000 Each employee
 \$500,000 Policy limit disease
- General Liability \$1,000,000 per occurrence
 \$2,000,000 aggregate
 \$2,000,000 Products/Completed Operations Aggregate
 \$2,000,000 Personal & Advertising Injury
 \$2,000,000 Contractual Liability
- Automobile \$2,000,000 Each accident (owned, non-owned, and hired vehicles)

- Cyber Liability \$1,000,000 aggregate including third party damage coverage, no encryption coverage and regulatory fines and penalties coverage
- Umbrella \$1,000,000
- Professional Liability \$1,000,000 per occurrence.
- Crime \$1,000,000 per occurrence

ARTICLE IX

ASSIGNMENT AND SUBCONTRACT. The Service Provider shall not assign or subcontract any interest or obligation under this Agreement without the advance written approval of the Client. The subcontractor referred to in Article III of this Agreement is exempt from this prohibition. The Service Provider shall terminate the services of any subcontractor upon thirty (30) days written notice from the Client directing the termination.

ARTICLE X

LAW, RULES AND REGULATIONS. The Service Provider shall fully comply with all applicable Federal, State and local laws, rules and regulations applicable to the Project Services provided pursuant to this Agreement.

ARTICLE XI

11.1 HIPAA REQUIREMENTS. In performing the Project Services pursuant to this Agreement, the Service Provider shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including all pertinent regulations (45 CFR Parts 160 and 164) issued by the U.S. Department of Health and Human Services, including those addressing confidentiality, security, and the transmission of Protected Health Information created, used, or maintained by the Service Provider during the performance of this Agreement and after termination of this Agreement.

11.2 DEFINITIONS. The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific Definitions:

- a. Service Provider: “Service Provider” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103 and, in reference to this Agreement, shall mean the Service Provider.

- b. Client: "Client" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103 and, in reference to this Agreement, shall mean the Client.
- c. HIPAA Rules: "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

11.3 RESPONSIBILITIES OF THE SERVICE PROVIDER

- a. The Service Provider shall not use or disclose any Protected Health Information except as permitted or required by this Agreement, as permitted or required by law, or as otherwise authorized in writing by the Client so long as such authorization is consistent with HIPAA as listed in section 11.1.
- b. The Service Provider shall not request, use, or disclose more than the minimum amount of Protected Health Information necessary to accomplish the purpose of the use or disclosure.

11.4 SAFEGUARDING AND SECURITY OF PROTECTED HEALTH INFORMATION

- a. The Service Provider shall use appropriate safeguards, including complying with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement.
- b. The Service Provider shall cooperate in good faith in response to any reasonable requests from the Client to discuss, review, inspect, and/or audit the Service Provider's safeguards.

11.5 REPORTING OF A VIOLATION TO CLIENT BY SERVICE PROVIDER

The Service Provider shall report to the Client any use, disclosure, or loss of Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured Protected Health Information as required at 45 CFR 164.410 and any Security Incident, collectively referred to as a "Violation".

- a. Discovery of a Violation. The Service Provider must inform the Client by telephone call, plus email or fax, within five business days following the discovery of any Violation.
 - i. The Violation shall be treated as "discovered" as of the first day on which the Violation is known to the Service Provider or, by exercising reasonable diligence would have been known to the Service Provider.
 - ii. Notification shall be provided to one of the contact persons as listed in Article 11.5.d. of this Agreement.
- b. Mitigation. The Service Provider shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure, or loss of Protected Health Information. The Service Provider shall reasonably cooperate with the Client's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its Protected Health Information, including complying with a reasonable Corrective Action Plan.
- c. Investigation of Breach. The Service Provider shall immediately investigate the Violation and report in writing within ten days of providing notice to the client under section 11.5(a) to a contact listed in Article 11.5.d. of this Agreement with the following information:

- i. Each Individual whose Protected Health Information has been or is reasonably likely to have been accessed, acquired, or disclosed during the Security Incident;
- ii. A description of the types of Protected Health Information that were involved in the Violation (such as full name, social security number, date of birth, home address, account number);
- iii. A description of unauthorized persons known or reasonably believed to have improperly used or disclosed Protected Health Information or confidential data;
- iv. A description of where the Protected Health Information or confidential data is believed to have been improperly transmitted, sent, or utilized;
- v. A description of probable causes of the improper use or disclosure;
- vi. A description of what the Service Provider is doing to investigate the Incident, to mitigate losses, and to protect against further Violations;
- vii. The actions the Service Provider has undertaken or will undertake to mitigate any harmful effect of the Violation; and
- viii. A Corrective Action Plan that includes the steps the Service Provider has taken or shall take to prevent future similar Violations.

d. Client Contact Information. For purposes of this Article XI, the Service Provider shall contact the following:

EMS Division Chief	Director of Finance	City Attorney
Kenosha Fire Department	Municipal Building Room 208	Municipal Building Room 201
4840 60 th Street	625 52 nd Street	625 52 nd Street
Kenosha, Wisconsin 53144	Kenosha, Wisconsin 53140	Kenosha, Wisconsin 53140
262-653-4097	262-653-4180	262-653-4170

11.6 USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION BY SUBCONTRACTORS OF THE SERVICE PROVIDER

In accordance with 45 CFR 164.502(e)(1) and 164.308(b), if applicable, the Service Provider shall ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Service Provider agree to the same restrictions, conditions, and requirements that apply to the Service Provider with respect to such information.

11.7 COMPLIANCE WITH ELECTRONIC TRANSACTIONS AND CODE SET STANDARDS

If the Service Provider conducts any Standard Transaction as defined in Title 45, Part 162 of the Code of Federal Regulations, for, or on behalf of, a Covered Entity, the Service Provider shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162, of the Code of Federal Regulations. The Service Provider shall not enter into, or permit its subcontractors or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for, or on behalf of, a Covered Entity that:

- a. Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;
- b. Adds any Health Information elements or segments to the maximum defined Health Information Set;

- c. Uses any code or Health Information elements that are either marked “not used” in the Standard’s Implementation Specification(s) or are not in the Standard’s Implementation Specifications(s); or
- d. Changes the meaning or intent of the Standard’s Implementations Specification(s).

11.8 ACCESS TO PROTECTED HEALTH INFORMATION

The Service provider agrees to provide access of Individuals to Protected Health Information held by the Service Provider in accordance with 45 CFR 164.524

11.9 AMENDMENT OR CORRECTION TO PROTECTED HEALTH INFORMATION

At the direction of the Client, the Service Provider agrees to amend or correct Protected Health Information held by the Service Provider, which the Client has determined is part of the Client’s Designated Record Set, in the time and manner designated by the Client in accordance with 45 CFR 164.526.

11.10 DOCUMENTATION OF DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE SERVICE PROVIDER

The Service Provider agrees to document and make available to the Client, or (at the direction of the Client) to an Individual, such disclosures of Protected Health Information to respond to a proper request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

11.11 INTERNAL PRACTICES

The Service Provider agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the federal Secretary of Health and Human Services (HHS) in a time and manner determined by the HHS Secretary, or designee, for purposes of determining compliance with the requirements of HIPAA.

11.12 TERM AND TERMINATION OF AGREEMENT

- a. The Service Provider agrees that if in good faith the Client determines that the Service Provider has materially breached any of its obligations under this Article XI, the Client may:
 - i. Exercise any of its rights to reports, access, and inspection under this Agreement;
 - ii. Require the Service Provider within a 30-day period to cure the breach or end the Violation;
 - iii. Terminate this Agreement if the Service Provider does not cure the breach or end the Violation within the time specified by the Client;
 - iv. Immediately terminate this Agreement if the Service Provider has breached a material term of this Agreement and cure is not possible.
- b. Before exercising either Article 11.12.a.ii. or Article 11.12.a.iii, the Client will provide written notice of its preliminary determination to the Service Provider describing the Violation and the action the Client intends to take.

11.13 RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

Upon termination, cancellation, expiration, or other conclusion of this Agreement, the Service Provider will:

- a. Return to the Client or, if return is not feasible, destroy all Protected Health Information and any compilation of Protected Health Information in any media or form. The Service Provider agrees to ensure that this provision also applies to Protected Health Information of the Client in possession of subcontractors and agents of the Service Provider. The Service Provider agrees that any original record or copy of Protected Health Information in any media is included in and covered by this provision, as well as all originals or copies of Protected Health Information provided to subcontractors or agents of the Service Provider. The Service Provider agrees to complete the return or destruction of all Protected Health Information as promptly as possible, but not more than 30 business days after the conclusion of this Agreement. The Service Provider will provide written documentation evidencing that return or destruction of all Protected Health Information has been completed.
- b. If the Service Provider destroys Protected Health Information, it shall be done with the use of technology or methodology that renders the Protected Health Information unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in HHS guidance. Acceptable methods for destroying Protected Health Information include:
 - i. For paper, film, or other hard copy media: shredding or destroying in order that Protected Health Information cannot be read or reconstructed and
 - ii. For electronic media: clearing, purging, or destroying consistent with the standards of the National Institute of Standards and Technology (NIST).

Redaction is specifically excluded as a method of destruction of Protected Health Information unless the information is properly redacted so as to be fully de-identified.

- c. If the Service Provider believes that the return or destruction of Protected Health Information is not feasible, the Service Provider shall provide written notification of the conditions that make return or destruction not feasible. If the Service Provider determines that return or destruction of Protected Health Information is not feasible, the Service Provider shall extend the protections of this Agreement to Protected Health Information and prohibit further uses or disclosures of the Protected Health Information of the Client without the express written authorization of the Client. Subsequent use or disclosure of any Protected Health Information subject to this provision will be limited to the use or disclosure that makes return or destruction not feasible.

11.14 COMPLIANCE WITH WISCONSIN LAW

The Service Provider acknowledges that Protected Health Information from the Client may be subject to State of Wisconsin confidentiality laws. The Service Provider shall comply with the more restrictive protection requirements between Wisconsin and federal law for the protection of Protected Health Information.

11.15 MISCELLANEOUS PROVISIONS

- a. Automatic Amendment. This Agreement shall automatically incorporate any change or modification of applicable Wisconsin or federal law as of the effective date of the change or modification. The Service Provider agrees to maintain compliance with all changes or modifications to applicable Wisconsin or federal law.
- b. Interpretation of Terms or Conditions of Agreement. Any ambiguity in this Agreement shall be construed and resolved in favor of a meaning that permits the Client and the Service Provider to comply with applicable Wisconsin and federal law.
- c. Survival. All terms of this Agreement that by their language or nature would survive the termination or other conclusion of this Agreement shall survive.

ARTICLE XII

SEVERABILITY. It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal or unenforceable, that it is the intention of the Parties that all other provisions of this Agreement remain in full force and effect.

ARTICLE XIII

NONDISCRIMINATION. In the performance of the Project Services pursuant to this Agreement, the Service Provider agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation. Project Services are to be provided in accordance with the Federal Americans With Disabilities Act.

ARTICLE XIV

GOVERNING LAW. This Agreement shall be deemed to have been made in Wisconsin and shall be construed and interpreted in accordance with the laws of the State of Wisconsin. Jurisdiction for all litigation and all proceedings in said litigation, including but not limited to, trial, motion hearings, mediation and depositions shall be Kenosha County, Wisconsin with the Kenosha County Circuit Court as the presiding court. Prior to the commencement of any litigation, the Parties agree to mediate any and all issues between the Parties. All costs of any litigation shall be paid by the losing party to the prevailing party including the actual attorney fees of the prevailing party.

ARTICLE XV

NO WAIVER. No failure to exercise, or delay in exercising, any right, power or remedy under this Agreement on the part of either Party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly

provided therein. A waiver of any covenant, term or condition contained in this Agreement shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

ARTICLE XVI

- 16.1 TRAINING. The Service Provider will provide two hours of on-site refresher training of billing documentation annually at no cost to the Client.
- 16.2 ADDITIONAL TRAINING. The Client agrees to compensate the Service Provider at the rate of One Thousand Dollars (\$1,000.00) per 8-hour day, plus Fifty Dollars (\$50.00) per hour travel expenses for any training requested beyond the training listed above.
- 16.3 SOFTWARE TECHNICAL SUPPORT. The Service Provider will fully support the ImageTrend software during the term of this Agreement. Any and all other software support requests will be charged at the rate of One Hundred Fifty Dollars (\$150.00) per hour. The Service Provider will determine if remote support or on-site support is required. Should on-site support be necessary, travel expenses of Fifty Dollars (\$50.00) per hour will apply.
- 16.4 HARDWARE SUPPORT. The Client agrees to compensate the Service Provider at the rate of One Hundred Fifty Dollars (\$150.00) per hour for any and all hardware support requests. Travel expenses of Fifty Dollars (\$50.00) per hour will apply for on-site support. The Service Provider will determine if remote support or on-site support is required.

ARTICLE XVII

HARDSHIP REQUESTS. The Service Provider agrees to submit all requests for hardship write-offs in writing to the Client within ten (10) days of being instructed by the patient. The Client agrees to provide a written decision to the Service Provider within sixty (60) days of receiving the hardship request. The Service Provider reserves the right to pursue the account as the Service Provider deems appropriate in the event the Client does not provide the Client's written decision to the Service Provider within sixty (60) days of receiving the hardship request.

ARTICLE XVIII

NOTICES. Any notice required or permitted to be given to either Party under this Agreement shall be sufficient if hand delivered, or in writing and sent by certified mail, return receipt requested, postage prepaid, to the following addresses of the Parties as indicated below.

- 18.1 For Client:

EMS Division Chief
Kenosha Fire Department
4810 60th Street
Kenosha, Wisconsin 53144; and

Director of Finance
Municipal Building Room 208
625 52nd Street
Kenosha, Wisconsin 53140

With a copy to:

City Attorney
Municipal Building Room 201
625 – 52nd Street
Kenosha, WI 53140; and

City Clerk/Treasurer
Municipal Building Room 105
625 – 52nd Street
Kenosha, WI 53140

18.2 For Service Provider:

Paula Bliemeister, CFO
EMS Medical Billing Associates, LLC.,
9401 W. Brown Deer Road, Suite 101
Milwaukee, WI 53224

ARTICLE XIX

NO THIRD PARTY BENEFICIARIES. This Agreement is intended to be solely between the Parties hereto. No part of this Agreement shall be construed to add, confer, supplement, amend, abridge or repeal existing rights, benefits, or privileges of or to any third party or parties, including but not limited to, employees of either of the Parties.

ARTICLE XX

AMENDMENT. The Client may from time to time require modifications in the scope of or deadline for the Project Services to be performed pursuant to this Agreement. Such modifications, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon between the Client and the Service Provider shall be incorporated in written amendments to this Agreement, which shall be deemed part of this Agreement as if fully set forth herein.

ARTICLE XXI

NONBINDING MEDIATION. In an effort to resolve any conflicts that arise during the term of this Agreement or following termination of this Agreement, the Client and the Service Provider agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise.

ARTICLE XXII

NO DRAFTSMAN. This Agreement has been negotiated between the Parties and each Party has participated in the drafting of this Agreement. Consequently, the doctrine of construing an agreement against a draftsman shall not apply to this Agreement, and neither Party has any rights under such doctrine.

ARTICLE XXIII

REPRESENTATION OF AUTHORITY TO ENTER INTO AGREEMENT. Each of the undersigned represents and warrants that: (a) such Party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of this Agreement.

Signature pages follow

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates below given.

CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation

BY: _____
JOHN M. ANTARAMIAN, Mayor

Date: _____

BY: _____
DEBRA SALAS, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2016, John M. Antaramian, Mayor, and Debra Salas, City Clerk/Treasurer of the City of Kenosha, Wisconsin, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

EMS Medical Billing Associates, LLC,
A Wisconsin Limited Liability Company

BY: _____
PAULA BLIEMEISTER,
Chief Financial Officer

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, 2016, Paula Bliemeister, Chief Financial Officer of EMS Medical Billing Associates, LLC, a limited liability company, to me known to be such Chief Financial Officer of said limited liability company, and acknowledged to me that she executed the foregoing instrument as such officer as the agreement of said limited liability company, by its authority.

Print Name: _____
Notary Public, Milwaukee County, WI.
My Commission expires/is: _____

EXHIBIT "A"

Agreement For Emergency Medical Service User Fee Billing Services

Project Services

- A: Service Provider shall:
- 1) Administrative Account Set-Up:
 - a) Service Provider will complete all necessary provider enrollment paperwork with Medicare and Medicaid to maintain enrollment status with these payers and to update all information to reflect EMS Medical Billing Associates, LLC as the authorized, exclusive billing service for the Client.
 - b) Service Provider will complete all necessary payment authorization forms for Medicare and Medicaid to ensure that these payments are direct deposited into a bank account of the Client's choice, and that all correspondence related to those payments are made available to the Service Provider either electronically or forwarded to the Service Provider's address. Service Provider will also promptly notify all commercial insurance carriers in our billing system that the remittance address for the Client has changed to reflect the address of the Service Provider. In the event of a banking change by the Client or a change to the Client's service address, the Client will notify the Service Provider in writing within five (5) business days.
 - c) Service Provider may subcontract with Americollect, Inc., a collection agency licensed by the State of Wisconsin for the collection of delinquent accounts as well as for the processing of delinquent accounts through the Wisconsin Tax Refund Intercept Program (TRIP). The Client reserves the right to inspect the billing and account records of any account forwarded to Americollect, Inc. The Service Provider will provide the billing and account records of any account forwarded to Americollect, Inc. to the Client upon ten (10) days written notice from the Client requesting the billing and account records.
 - d) Service Provider will recommend write-off policies and/or hardship policies for the Client's consideration. The Client determines the parameters of write-off and hardship policies, and will determine the amount of approval authority the Service Provider will maintain, if any. All write-off and hardship policies should be put in writing by the Client and provided to the Service Provider prior to beginning work.
 - e) Service Provider will review the billing rates of the Client and make recommendations based on current Medicare allowable amount information, Medicaid payment information and commercial insurance industry trends. All applicable laws and rules regarding billing governmental agencies will be applied to all recommendations. Client will provide a complete listing of all procedures and rates prior to Service Provider beginning work.
 - f) Service Provider will complete all provider enrollment paperwork related to accepting payment by credit card and ACH transactions.

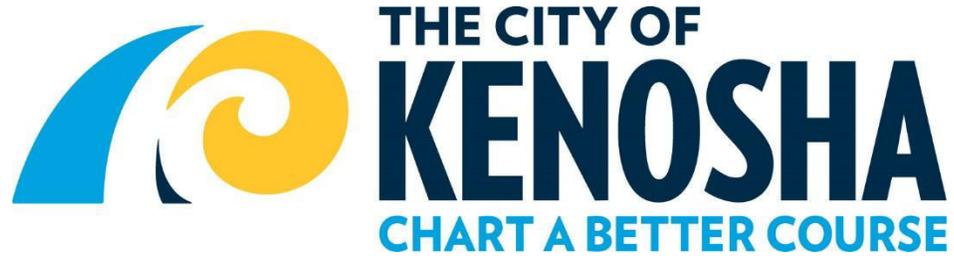
- g) Service Provider will complete all provider enrollment paperwork related to utilizing remote deposit capture to electronically deposit all Client payments received.
- h) Service Provider will keep Client fully informed regarding any rule, regulation or industry standard of practice that may affect the Client's revenues, documentation requirements or industry standards of practice.
- i) Client authorizes the Service Provider to be the payee address and correspondence address. All payments and correspondence will be made out in the Client's name. Service Provider will have deposit privileges only to a bank account specified by the Client.

2) BILLING AND COLLECTIONS SERVICES

- a) Client is responsible for completing each patient care report to the specifications established by the Client and Service Provider.
- b) Service Provider will electronically upload patient care reports from the Client's ImageTrend RescueBridge software to the Service Provider's ImageTrend Rescue Bridge. Service Provider will initiate the billing of those incidents from the data uploaded by the Service Provider within five (5) business days.
- c) Client will forward all patient care reports to the Wisconsin Ambulance Run Data System (WARDS).
- d) Service Provider will utilize all information provided by the Client to create a demographic and insurance profile for each incident to be billed. Client is encouraged to capture demographic and insurance information in the field, or get a copy of a hospital admission sheet, in order to expedite the billing process. Service Provider will maintain a separate record for each incident showing billing attempts, patient contact information and payments as well as other useful information. Records shall be made available at any time to the Client.
- e) Service Provider will utilize various online tools to verify demographic and insurance information prior to billing a claim. Service Provider makes every effort to confirm this data prior to billing.
- f) Client may have input on external documents used by the Service Provider to perform the Client's billing.
- g) For patients insured by Medicare, the Service Provider will confirm coverage via Medicare's online eligibility portal, then send all Medicare claims electronically to the designated Medicare claims submission website. Payments from Medicare will be direct deposited by Medicare to the Client's bank account listed on paperwork filed with Medicare at time of account set-up. Payment from Medicare can be expected within 21 days following submission.
- h) For patients insured by Medicaid, the Service Provider will confirm coverage via Medicaid's online eligibility portal, then send all Medicaid claims electronically to the designated Medicaid claims submission website. Payments from Medicaid are sent by check to the Service Provider. Service

Provider will remote deposit payments daily. Payment from Medicaid can be expected within 21 days following submission.

- i) For patients with commercial insurance, the Service Provider will attempt to confirm coverage via various online eligibility portals. Service Provider will send commercial insurance claims electronically using the Zirmed clearinghouse or other designated claims submission website. Payments from most commercial insurance carriers are made by check and sent to the Service Provider. Service Provider will remote deposit payments daily. Payment from commercial insurance carriers can take between 30-90 days.
- j) For uninsured patients, the Service Provider will mail a standard invoice. The standard invoice offers a payment stub that can be torn off and mailed with the patient's payment. The invoice also provides directions on how to pay by credit card, either by contacting the Service Provider directly or paying online via the Service Provider's website. Patients can also electronically submit insurance information using the Service Provider's website.
- k) In the event of partial payment or denial of payment, the Service Provider will bill the patient monthly, for up to three (3) months, for the balance due. If no payment is made by the patient within thirty (30) days after the third billing, the bill shall be treated as uncollectible. Service Provider will continue to attempt to collect on those accounts via internal collection methods up to and including phone contact with the debtor. Should an account become delinquent more than 120 days without a payment made, or a payment arrangement having been secured, the Service Provider agrees to forward that account to Americollect, Inc. for collection. Americollect, Inc. may also forward delinquent accounts to the Wisconsin Tax Refund Intercept Program (TRIP) for collection.
- l) Service Provider will be responsible for all release-of-record requests, as well as all customer service inquiries related to the billing of the Client's patient care records. Service Provider will attempt to maintain a consistent Client representative in order to facilitate consistency for the Client and third party callers. Service Provider follows all applicable HIPAA laws regarding the release of Protected Health Information.
- m) Service Provider will provide standard monthly detail transaction reports for the preceding month itemizing incidents billed, collections made, adjustments made to bills and account aging information and such other reports as are customarily available. Reports are provided electronically in Excel or PDF format, or can be mailed to the Client monthly. Customer reports requested by the Client will be evaluated as provided in Article 3.2 of this Agreement.
- n) Service Provider will furnish upon request, and without additional compensation, such explanation as may be necessary to clarify and interpret its standard reports and other actions taken in accordance with the Agreement.
- o) Service Provider will provide continuous online access to the Client for the purpose of accessing reports via the Service Provider's Crystal Reports server. Service Provider will be responsible for three hours of on-site training of the Client on accessing the server and how to run reports. Training will be scheduled at a mutually agreeable time following the execution of this Agreement.



City of Kenosha

JOHN M. ANTARAMIAN, MAYOR

MANUAL FOR SNOW AND ICE CONTROL

PUBLIC WORKS DEPARTMENT 2016

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Manual for Snow and Ice Control

PUBLIC WORKS DEPARTMENT 2016

INTRODUCTION

1. General Summary

Snow and ice control in the City of Kenosha is a combined effort of the various divisions of the City's Public Works Department. Each fall, representatives from the Public Works Department will meet to review and update the Snow and Ice Control Manual for the coming winter season. All divisions and personnel are responsible for aiding in winter operations and strive to be as effective and cost efficient as possible. The guidelines set forth in this manual should be adhered to whenever practical in order to provide the best service possible to the citizens of the City of Kenosha, while also being environmentally and fiscally responsible.

It is the goal of the Public Works Department to provide a transportation system that is safe and passable as often as possible within the limitations imposed by the natural environment and the availability of equipment, material and personnel resources. Due to such limitations, it is known that there will be occasions in which roadways, alleys and bridges may be slippery and snow and ice covered. During these periods, citizens must recognize the conditions and operate their vehicles in an appropriately safe manner. It is the goal of this manual to establish procedures to help limit such conditions as effectively and cost efficiently as possible.

Snow and ice control in the City of Kenosha is a joint effort by all Public Works Department personnel. This manual provides procedures and guidance to assist the Public Works Department in conducting snow and ice control operations. This manual will be used for the annual training of City of Kenosha personnel.

The content of this manual reflects best practices as determined by a review of other municipalities, counties, etc. as it relates to snow and ice control. This policy and proposed data collection took into consideration the South Eastern Wisconsin Regional Planning Commission (SEWRPC) Prospectus for Chloride Impact Study. Considerations were also made for the unique environment of the City of Kenosha as it relates to winter operations. This manual is intended to be a living document that is responsive to new technology, techniques and ideas. Suggestions for change may be submitted to the Director of Public Works.

2. Officials in Charge

The Director of Public Works is immediately responsible to the Mayor for directing and coordinating all snow and ice control efforts. The Director of Public Works shall have the authority to mobilize personnel from other City departments and utilize all available equipment necessary to complete winter operations.

The Director of Public Works or their designee shall supervise and coordinate the scheduling of personnel and equipment to ensure the completion of operations. The designee is expected to keep the Director apprised of the general conditions of all streets, alleys, parking lots and sidewalks and is responsible for recommending actions to achieve the completion of operations.

All Public Works superintendents and supervisors may be responsible for supervising or scheduling personnel and equipment, when required by the Director of Public Works or their designee, to ensure the completion of snow and ice control operations.

3. Specific Information for Residents and Property Owners

3.1 General Suggestions for Citizens and Property Owners to Ensure the Safety and Efficiency of Snow and Ice Control Operations

- a. When possible, do not park on City streets during snow and ice events, even if a parking ban may not be in effect.
- b. Between December 1st and March 31st Alternate Side Parking is in effect and must be adhered to between 1:00 AM and 6:00 AM (Ordinance 7.06). Cars may be ticketed or towed if they hinder the completion of snow and ice control due to non-compliance.
- c. Upon the declaration of a parking ban due to a snow emergency, all parked cars must be removed as quickly as possible (See 3.5 Parking Bans for full ordinance).
- d. Do not relocate snow from the parkway, sidewalks, driveways or personal property onto the paved street. Doing so is a violation of Ordinance 7.13 G (See 3.6 Snow Placement in the Right of Way for full ordinance).
- e. Store as much of the snow as possible from the driveway or handicap ramps downstream of the direction of traffic to help reduce larger windrows in front of such areas.
- f. According to Ordinance 5.11.1 it is the responsibility of the property owner to remove snow and ice from sidewalks abutting their property (See 3.7 Sidewalk Clearing for full ordinance). Fire hydrants and mailbox areas should also be cleared by the abutting property owner.
- g. Snow and ice control crews do not clear accumulated snow from private driveways or driveway aprons. This includes any additional snow (windrows) that may result from plowing operations.

- h. Attempt to wait for City plows to push snow from the street to the curb area before clearing driveway approaches to avoid leaving excess snow in the street.

3.2 Plow Trucks with Plows Raised

A truck with a raised plow does not necessarily indicate that the driver has completed your neighborhood or area. Here are a few examples of possible explanations for a truck with a raised plow:

- a. Returning for fuel or vehicle service
- b. Returning to the yard for additional treatment material (salt, prewet liquid, etc.)
- c. Responding to a call to assist emergency services for an accident or other emergency situation

Please be patient in these instances, as a plow will return to the area.

3.3 Mailboxes and Turf Damage

Plow operators are instructed to take precautions to avoid hitting mailbox posts. Citizens can help reduce the possibility of a damaged or broken mailbox or mailbox post by installing mailboxes at the maximum usable distance from the back of curb or edge of pavement.

The City shall not assume responsibility for damage to mailboxes or mailbox posts unless the plow physically contacts said mailbox. Mailbox replacement will only consist of a breakaway post and standard mailbox.

In the event that your mailbox is struck by a plow or your parkway is damaged, contact the Street Division as soon as possible at (262) 653-4070 (normal work hours are Monday through Friday 7:00 AM to 3:00 PM). Any damage from snow and ice control operations must be reported by April 1 of each year, or the claim may be denied. Any installation within the right of way (including a mailbox/post, sprinkler head and landscaping) is placed at the owner's risk. When placing a new mailbox, please follow the standards set by the US Postal Service; make sure the front face of the mailbox is at least 6-8" behind the curb in curbed areas and at least 6-8" behind the edge of pavement in rural areas, at a height of 41-45" above the road surface.

3.4 Priority of Treatment

The "treatment" of roadways as a part of snow and ice control operations takes on various forms. Treatment methods utilized by the City of Kenosha may include, but are not limited to, the application of salt, brine or other chemicals and the use of plows. A map displaying a visual representation of treatment areas by priority is located in Appendix A.

3.5 Parking Ban

The declaration of a snow emergency will follow Ordinance 7.13 F.1 Snow Emergency Ordinance.

Ordinance 7.13.F.1

The Director of Public Works, or in his/her absence the City Administrator, or in their absence, the Director of Engineering (Deputy Director of Public Works/City Engineer), may, in their discretion, declare an emergency to exist in the City, or in a section or sections thereof, for one (1) or more periods of seventy-two (72) hours, where snow, freezing rain, sleet, ice, snow drifts, flooding or other phenomena cause, or are likely to cause, hazardous road conditions on City streets or highways, which conditions will or may endanger the public health, safety or welfare, or which conditions will or may impede the movement of emergency vehicles or other vehicular traffic.

A parking ban will be in effect on any posted snow routes when snow or sleet accumulates to a depth of two (2) inches in any twenty-four (24) hour period, measured throughout the City by Public Works supervisors.

Some City streets are designated “Narrow Snow Emergency Streets” and are to be signed, according to the provisions under **7.13.F.2b**, enforcing a parking ban after four (4) inches of snow accumulation in a twenty-four (24) hour period. The majority of the signs on these designated streets have been replaced with signs enforcing a parking ban after two (2) inches of snow accumulation in a twenty-four (24) hour period, matching the provisions laid out for general snow routes or “Snow Emergency Streets” as described above. It must be determined whether these narrow streets should be considered under the same restrictions as general snow routes, as they are currently signed, or if they must be defined under different restrictions, as stated in the ordinance. Additional locations that may warrant the “Narrow Street” determination will be evaluated this coming season.

At any time, on any City street, after an emergency is declared under the provisions of **7.13 F.1** and proper notice is given under the provisions of **7.13 F.3.**, parking may be restricted. Once this has occurred, it is the responsibility of the owner or operator of a motor vehicle to remove the vehicle from City streets. Based on the dissemination of this information under **7.13 F.3**, owners or operators of motor vehicles are responsible for ascertaining the existence of weather conditions requiring the removal of parked motor vehicles from the areas designated by the parking ban. The methods of communication that may be utilized to broadcast the declaration of a weather emergency are discussed in Section 10 of the Operational Guidelines, laid out in this manual.

The Police Operations Supervisor should be notified by the Public Works Director or their designee when parking bans take effect or are cancelled. The notifications of such bans are logged on a “Snow Notification Log.” When any police officer finds a vehicle unattended upon any street, alley or municipally-owned parking lot in violation of parking

regulations, the officer is authorized to issue a parking citation and provide for the removal of the vehicle to a convenient place of safe storage. The owner of such vehicle shall have a mechanic's lien on said vehicle until all relevant towing and storage charges are paid by said owner. (Section **7.128B** of the Code of General Ordinances)

3.6 Snow Placement in the Right of Way

Ordinance 7.13.G

Moving Snow on to Street Right-of-Ways: No person, party, firm or corporation shall shovel, blow, dump, plow, or otherwise place snow in any public street, highway, or alley right-of-way, including sidewalks being a part thereof, except that snow removed from a public sidewalk may be placed in the lawn park area of said right-of-way.

3.7 Sidewalk Clearing

Ordinance 5.11.1

The responsible party shall remove and clear away or cause to remove or clear away all snow and ice from sidewalks within twenty-four (24) hours of the day following a snow fall; provided that when ice has so formed on any sidewalk that it cannot be removed, then the persons herein before referred to shall cause said ice from remaining and presenting a hazard to the users of the sidewalk by use of sand, abrasive material or any product designed to prevent ice from forming or to remain in its form and not to be injurious to the health and safety of the public.

Enforcement of Ordinance 5.11.1 is the duty of the Department of Public Works. Public Works staff will investigate any alleged violation of this ordinance upon receiving a complaint from a party identifying themselves by name and address, or from an alderman. Designees of the Director of Public Works may enforce this ordinance through the furnishing of a twenty-four (24) hour warning and explanation of Ordinance 5.11.1, and if said property is still in violation of Ordinance 5.11.1, then Public Works personnel may order the City contractor to clear the sidewalk and possibly issue the violator a citation. The twenty-four (24) hour time limit to remove or clear the sidewalk resets every time a new snow event occurs. Thus, if multiple events happen in a twenty-four (24) to forty-eight (48) hour time window, the order must be furnished at the end of the final snow event.

3.8 Weather Emergency Declaration

The declaration of an emergency will follow Ordinance 7.13 F.1 Snow Emergency Ordinance.

When an emergency is declared notice shall be given to the local news media for purposes of broadcast or printing, and furnished to the City Fire and Police Departments. Notice must be furnished no less than two (2) hours prior to enforcement of restrictions arising from the declared emergency. The methods of communication that may be utilized to broadcast the declaration of a weather emergency are discussed in Section 10 of the Operational Guidelines, laid out in this manual.

DIRECTORY

TELEPHONE NUMBERS		
Public Works Office	8:00 AM - 4:30 PM	653-4050
Street Division	7:00 AM - 3:00 PM	653-4070
Snow Emergency Information	24 Hour Recording	653-4074
Kenosha Emergency Government	8:00 AM - 5:00 PM or call Police Dispatch	605-7900 or 494-1102 pager
Police Operations Center (Sergeant's Desk)	24 Hour Phone	605-5201

OPERATIONAL GUIDELINES

1. Goal of Snow and Ice Control Operations

The control of snow and ice on City streets is the primary concern of personnel assigned to the Department of Public Works within the limitations imposed by the natural environment and the availability of equipment, material and personnel resources. The goal of such operations is to provide safe and passable road surface as often as possible while also being environmentally and fiscally responsible. Snow and ice accumulations will be removed as quickly as possible, consistent with policies established in this manual. This will include practices such as anti-icing, direct liquid application, salting (dry or prewetted), and mechanical removal via plowing. All of these practices will focus on breaking the bond between the snow/ice and the pavement. These practices will be used when they are most effective based on standard practices and limitations of the environmental conditions.

2. Typical Treatments Prescribed for Various Weather Conditions

The City of Kenosha has a wide variety of treatments, equipment, and technology that can be utilized to aid in snow and ice control. Examples include, but are not limited to, anti-icing, direct liquid application, salting (dry or prewetted), plows, wings and GPS/Automatic Vehicle Locator (AVL) location and data analysis.

Anti-icing is the process of applying salt brine or a blend of chemicals to the road surface prior to a storm to help delay or break the bond between snow/ice and the pavement. Anti-icing will be performed as often as possible. There are several guidelines that need to be followed prior to the start of anti-ice treatment (see Appendix B). The City is also capable of direct liquid application or the application of salt brine or a liquid chemical blend to the road surface during a storm. Many of the same guidelines that apply to anti-icing will also be applied to direct liquid application. Lastly, the City will prewet salt as often as possible, meaning salt brine or a liquid chemical blend will be applied to the salt prior to use. This technique helps reduce salt waste caused by bouncing and scattering and more quickly activates the chemical reaction that breaks the bond between snow/ice and the pavement. The only situations in which salt would not be prewetted would be mechanical failure of equipment or a complete depreciation of reserve prewet salt piles in storage.

Different liquid chemical blends are only effective at specific pavement temperature ranges and weather conditions. A few examples of this include, but are not limited to: use of salt brine only at temperatures of 20° F and above, use of a mixture of salt brine and organic product to increase the length of anti-ice and other treatments' duration of viability, use of calcium chloride in temperatures of 15° F and falling, and use of a mixture of brine and calcium chloride for ice cutting. Ultimately it is up to the discretion of the Public Works Director or their designee to make the final determination of how to best use these techniques to remove or prevent the bond between snow/ice and pavement, while being environmentally and fiscally responsible and efficient.

The necessary arrangements for delivery and storage of reasonable salt or chemical stock piles should be made well in advance of the winter season and be maintained throughout the season as needed. Upon warning or evidence of an approaching storm, City personnel should go into operation. It is desirable to apply chemicals before there is a definite indication of wet snow sticking to the pavement or the formation of ice in order to prevent the bond to the pavement. Once snow or ice is bonded to the pavement, it is significantly harder and more costly to remove than if done prior to bond formation.

Storage containers for ice control abrasives should be placed at crossing guard locations prior to the winter season (see Appendix C). Such containers should be placed adjacent to the curb, filled with a mixture of sand, salt and calcium chloride and refilled as needed. Barrels should be removed as early as the weather allows in the spring. The Director of Public Works or their designee will designate which, if any, newly placed concrete roads will be protected during their first winter season from salt damage by spraying and sealing them with a 50% linseed oil / 50% mineral spirits sealer.

3. Priority of Streets and General Sequence of Snow and Ice Control

Snow and ice control operations are scheduled and completed in accordance with a priority sequence. Times listed are goals that are set based on the average storm or weather conditions. These are not guarantees, but should be achievable by City personnel under average snow or ice conditions. This timeline could be limited by the natural environment or the availability of equipment, material and personnel resources.

- The top priority is the achievement of plowed and/or salted pavement on all primary salt routes indicated on the snow map in red and green. Those streets displayed in red are typically arterials while those in green tend to be collectors, bus routes, school areas, etc. The goal for these streets is to be cleared within eight (8) hours after the end of a snowfall.
- The next priority is the plowing of all other City streets from curb to curb. The goal for completion of these areas is twenty-four (24) hours after a snowfall ends. This step will occur only after 2" of snow accumulation from one storm or series of smaller storms. Alternatively, these streets may be completed based on a storm's unique characteristics, such as a wet snow with a cold snap coming which could form ice and cause large windrows to freeze. In the event that these secondary streets are plowed prior to the end of the storm, it may be necessary to plow all or some of them a second time.
- Residential plowing includes cul-de-sac and dead-end plowing. The goal for the completion of these areas is twenty-four (24) hours after a snowfall ends, but may be done apart from other residential roads so that the most efficient and cost effective equipment is used in the maintenance of these areas.
- The next priority is the plowing of City alleys with parking access. Alleys with parking access should be evaluated after 2" of snow accumulation to determine if the alleys have become impassable for vehicular traffic and whether or not it is feasible to clear the alleys without causing damage. The plowing of all City alleys with parking access will occur after 4" snow accumulation from one storm or series of smaller storms. The goal for the completion of these areas is twenty-four (24) hours after a snowfall

ends, but will occur after the completion of all residential street plowing. Alleys without parking access will be plowed upon request. This step will occur after the Director of Public Works or their designee determines that the requested alleys have become impassable for vehicular traffic.

- Removal of snow and ice from City-owned parking lots should also occur within twenty-four (24) hours after a snowfall ends.
- The plowing of all City-owned sidewalks, multi-use paths, and bridge pedestrian walkways shall be completed within twenty-four (24) hours of the day following a snowfall as per Section 5.11 of the General Code of Ordinances.
- The removal of snow from dead-end alleys without parking access may occur if alley traffic is adversely restricted by accumulation of snow, as determined by the Director of Public Works or their designee or upon request of the Police Department.
- The removal of snow from sidewalk abutting a property owner's property by force, according to the guidelines per Section 5.11.1 of the Code of General Ordinances, should occur after a twenty-four (24) hour notice has been furnished by City personnel. The violators may also receive a municipal citation.
- All requests for service will be held and scheduled according to the proper priority sequence. No exceptions will be made without the approval of the Director of Public Works or their designee except to provide access for City police or emergency services. Snow and ice removal is an emergency operation and shall take precedence over the scheduling of other work. Roadways shall be cleaned and widened as quickly as possible.
- As a consequence of plowing, cars parked on the street will unavoidably be plowed in and driveways may be blocked by windrows. City policy is not to clear any driveway, parked car, or sidewalk blocked as a result of any plowing operation.

4. Snow and Ice Control Operations

Snow and ice control operations will begin on primary designated streets (Reds and Greens) after an appreciable accumulation. City personnel will monitor roads, make use of forecasts, discuss with City Police, etc. to make this determination. Snow plowing will begin on all other streets once a total accumulation of 2" or greater occurs, when snowfall and weather conditions warrant plowing accumulations of less than 2" of snow, or if the Director of Public Works or their designee determines it is necessary. Once a full plow operation has begun, the process outlined in "Priority of Streets and General Sequence of Snow and Ice Removal" will be followed. The exact sequence will be dictated by the environmental conditions, and it should be understood that it is up to the discretion of the Director of Public Works or their designee to determine how to best utilize City equipment and personnel.

While clearing streets, the snow must be moved off the traveled roadway to the curb line when the curb is free of vehicles. When parked cars are present, streets will be widened as much as possible and cars may be plowed in. In the case that the amount of accumulated snow is such that normal plowing operations can no longer provide a sufficiently wide and usable roadway, or parked vehicles are "side by side" or not staggered enough as to allow vehicles to pass through in a safe manor, the procedure outlined below should be followed:

- a. Investigate the area and make a judgment as to the severity of the condition and which side or sides shall be cleared (Public Works supervisor or police officer)
- b. Report location to the Police Department Shift Commander and Public Works Director or their designee
- c. Post temporary "No Parking" signs
- d. Issue the proper citations that may apply (Police Department)
- e. Remove vehicles in violation (Police Department) and report removals to Street Division Dispatcher
- f. Remove snow by Public Works personnel
- g. Remove temporary "No Parking" signs

5. Cleanup Operations and Record Keeping

After all City streets are open and snow and ice removal operations have officially been terminated, the key personnel responsible for snow removal shall make a thorough inspection of streets within the city limits. This is done to determine which streets need additional work in order to increase the safety of their driving conditions. Verified sight hazards at some intersections may require some snow to be removed. Following a street cleanup operation, public sidewalks adjacent to City property, safety islands, multi-use paths, and crosswalks may be cleared as necessary.

In order to obtain significant cost data relative to snow removal operations, certain information must be documented. Pertinent information to be recorded includes: equipment used, personnel assigned, material used and storm information. The designee of the Director of Public Works is responsible for compiling records after each snow event operation. A report will then be generated for each storm or event that will include these records as well as data provided by the GPS / AVL system for accurate cost analysis.

6. Accidents During Snow and Ice Removal Operations

An employee who has an accident of any type during snow and ice control operations must immediately notify their supervisor of the type of accident and the conditions that created it. If the accident involves a personal injury or vehicle accident, the driver shall remain at the scene of the accident until the police arrive. It is the supervisor's responsibility to notify the police. After the driver has sufficiently informed the police of conditions and other pertinent data concerning the accident, the supervisor will follow the standard operating procedures regarding possible disciplinary actions. In the event of a very minor accident which does not involve a vehicle or a personal injury, the supervisor will determine if the accident warrants calling the police department.

7. Training and Snow Season Preparations

Training sessions will be conducted as needed before and during the snow season. All new personnel shall receive a minimum of four hours of snow plow training prior to plowing on their own. This training shall be with seasoned drivers from Public Works, preferably during an actual anti-icing, salting or plowing event. Along with training new plow drivers, all new snow route supervisors will receive on-the-job training by seasoned supervisors from Public Works. It shall

be a goal to have one supervisor be responsible for coordinating all vehicles and personnel assigned to two or more snow routes. Supervisors shall be responsible for checking the completeness of their routes and reviewing citizen complaints.

Training for all personnel should include the completion of 'dry runs' on routes to identify problems (high manholes, inlets, tree branches, etc.) for the routes prior to the first snowfall, whenever possible. Public Works personnel should also inspect equipment and receive training on any new equipment or technology each season. Checks and calibrations on equipment should occur prior to the snow season, if possible. All training and equipment evaluation is subject to change based on environmental and work load factors, but the goal of Public Works is to have this completed prior to the first snow event of the season.

8. Snow and Ice Control Personnel & Equipment

Snow and ice control is always considered an emergency operation. Public Works personnel will initiate snow and ice control operations but, during full plow runs, it may be necessary to supplement with personnel from other departments. Prior to each snow season, a list will be compiled of all plowing personnel from the entirety of Public works, retirees and other departments. Public Works employees will be the first employees called to assist in snow and ice control operations. If additional help is needed, volunteer plowing personnel on the "Snow Plowing Personnel List" may be mobilized. It shall be the responsibility of any employee contacted for a plowing operation to report for work as requested. Any employee directed to report for emergency overtime work who fails to report may be subject to progressive discipline.

Equipment used in snow and ice control operations is limited in number and capability. Specific equipment assignments will be made based upon these limitations. Personnel are assigned to routes and areas in which they are most familiar, as often as possible, to increase efficiency. Different weather conditions present unique impediments; temperature, wind, visibility, traffic and parked vehicles can reduce effectiveness and efficiency, which ultimately leads to increased operational costs. Every effort will be made to assign the maximum number of pieces of equipment to each route as weather, equipment and personnel availability allow.

Attempts will be made to minimize throwing snow on adjacent public walk areas or private property, as conditions allow. Care should further be taken to plow close to curbs where mail boxes are located at the curb line to allow for delivery of mail. In the instance that snow depth prevents plowing up to the mailboxes, the resident is responsible for clearing a path for the delivery of mail. On designated boulevards and streets adjacent to parks, an effort should be made to plow the snow to the boulevard or park side of the street, traffic permitting.

Personnel must keep in contact with their route supervisor or the Street Division Dispatcher through the use of mobile two-way radios. The use of GPS / AVL technology will allow supervisors and Snow Command to track the location and status of snow and ice control operations. This enables the Snow Command Center to be aware of plowing progress as well as field conditions. Personnel should not leave their route or equipment without prior authorization from their route supervisor.

Cutting edges on plows wear rapidly when in contact with the pavement and should be checked frequently to avoid damage to the cutting edge mountings or mold boards. All pins, springs, and

mounts on the plows should be inspected periodically during the storm and at the end of each shift.

The scheduling of personnel and equipment should result in a reasonable and equitable distribution of work in accordance with the plow routes. During continuous snow and ice control operations, employees will normally be scheduled for a double shift. When more than one shift is working, the route supervisor being relieved will brief the oncoming route supervisor of the status of his or her routes and the condition or availability of assigned equipment. Refueling and mechanical checks will be done at the end of each shift so that equipment is ready for immediate operation after a shift change. A written record should be maintained by the Director of Public Works or their designee of personnel and equipment assignments along with the start and completion time of every snow and ice control operation.

9. Snow Transport and Storage

Some areas lack sufficient space to store snow being cleared and therefore require the transport of snow to a storage location. Examples of such areas may include, but are not limited to, intersections prone to snow buildup impeding sight and business district on-street parking areas. Removal and storage of snow is generally conducted with snow blowers, graders, front end loaders, skid steers, toolcats and trucks. Snow shall be dumped in designated disposal areas chosen to limit the environmental impact. Snow dumping on park property shall be coordinated with the Park Division and will comply with any and all regulations established by the Park Commission.

The removal of snow from safety islands and bus stop intersections shall occur whenever a specific sight hazard is identified by Public Works supervisors and approved by the Director of Public Works. This step will normally be initiated after a public complaint and an inspection process verifies a sight hazard. The removal of snow from business district on-street parking areas and other such locations lacking sufficient snow storage space is to be scheduled when necessary, as determined by the Director of Public Works or their designee, and approved by City administration.

When performing snow removal operations it may become necessary to restrict parking in order for snow to be pushed back or removed. This process is accomplished by placing temporary "No Parking" signs in the designated areas. This eliminates the possibility of improper notification. All signing is generally done during the day and at least twenty-four (24) hours prior to the start of snow removal or hauling operations. This enables the City to prosecute individuals who violate these parking restrictions.

10. Communication

Communication with the public is an important part of snow and ice control operations. The Public Works Department may make use of Cable TV (channel 25), WLIP radio, WGTD radio, WRJN radio, TV Channels 4,6,12, 58 and the Kenosha News to keep the public informed of the status of any declared snow emergency. The City's twenty-four (24) hour hotline (262-653-4074) is also updated to notify callers of current parking restrictions.

The City may also post notifications of snow emergencies to the Kenosha Public Stuff App as well as to the City website.

11. Police Updates

The Police Department will be kept informed of snow and ice control operations. They will also be contacted to inquire about existing conditions of City streets at times to help determine if a response is required from Public Works personnel. When operations occur outside of normal working hours, police dispatch should be informed regarding when crews are working, where they are working and when snow and ice control operations have been completed.

STORM WARNING & ALERTING PROCEDURES

1. Contracted Weather Services & General Procedures

The City contracts annually with a consulting meteorological service to provide storm forecasting services. Such a service will provide as much advanced notice of an impending storm as possible. The Director of Public Works, or their designee, will be notified immediately by the weather service or by the Police Shift Commander if a storm develops which has not been previously forecasted. After notification, the Director of Public Works, or their designee, shall notify the Police Department when snow and ice control operations commence and outline the scope of said operations.

After the decision to commence operations has been made by the Director of Public Works, or their designee, they will determine the proper tactics to employ, based upon the existing environmental conditions and the information provided to them from the contracted weather service. If a designee of the Public Works Director is on duty, they are responsible for the mobilization of assigned personnel, complying with policies and procedures and informing the Director of Public Works of changing or unusual conditions.

A list of available Public Works snow removal personnel should be maintained by Public Works superintendents. The list should account for personnel out of town, on sick leave, etc. in case of a call out. A list of supervisor personnel to be called in the event of an emergency should also be provided to the Police Department.

All statements to the news media about snow and ice control operations will be made by the Director of Public Works, or their designee.

ROUTE MAPPING

1. Priority Streets

The City of Kenosha delineates streets and locations that are treated with salt on the route maps using three designations: Reds, Greens and SYCHs (Stops, Yields, Curves and Hills). Streets shown in red are usually major arterials that the City is responsible for maintaining. Those shown in green are usually collectors, bus routes, school access roads, etc. Lastly, stops, yields, curves and hills that have been identified as requiring treatment are displayed in black.

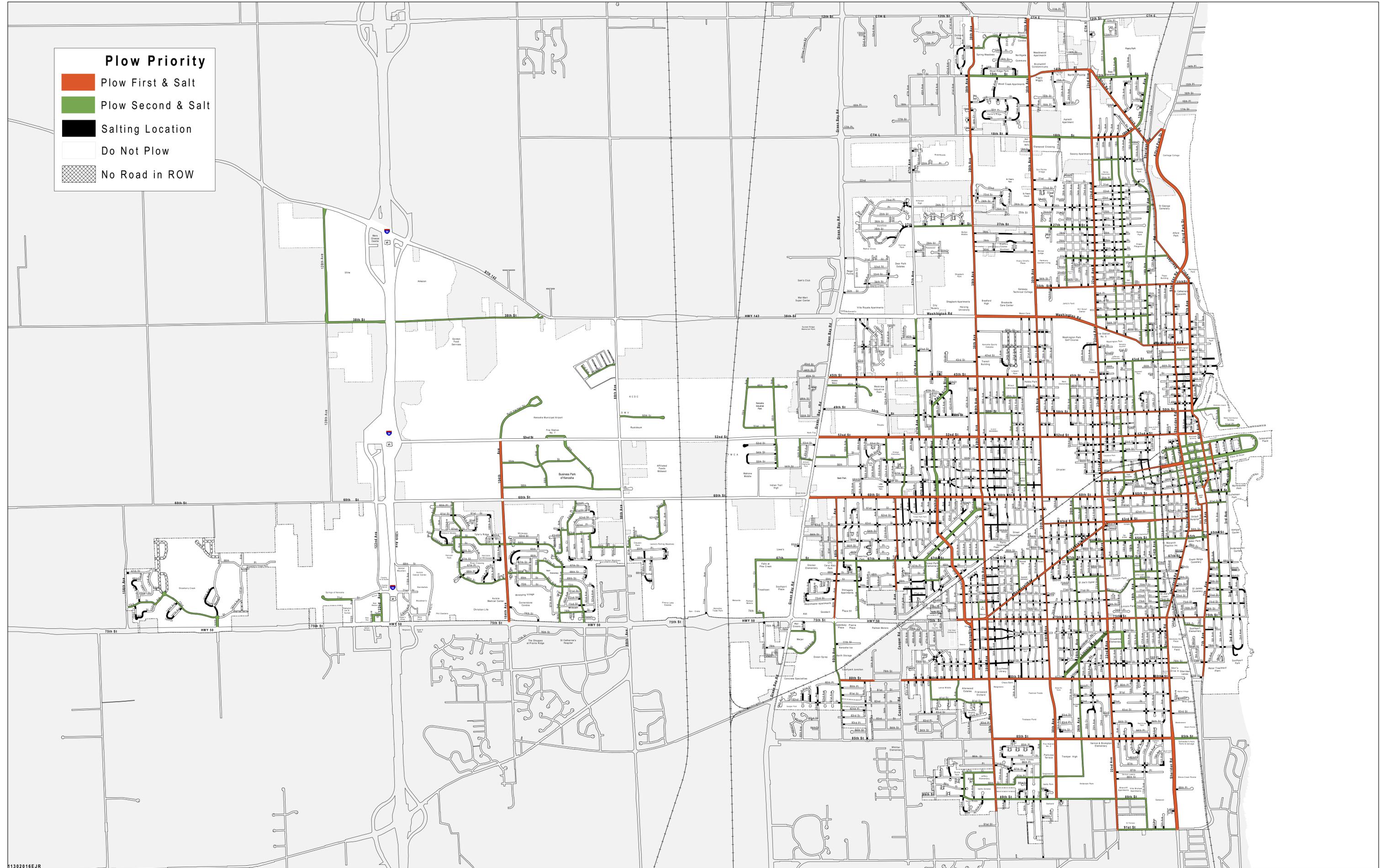
These route maps should be updated annually to include new roads, added or changed regulatory signs, etc. Located below is the summary, by snow route, of the current centerline mileage, the centerline mileage for Reds and Greens, and the number of stops, yields, curves and hills that are salted.

2016 Route	Miles Total Centerlines	Total Reds/Greens	2016 Total # SYCH
1	38.3	15.1	191
2	30.5	8.6	97
3	32.0	16.5	129
4	33.7	12.4	221
5	34.8	10.7	228
6	39.3	14.0	121
7	29.8	12.1	167
8	26.1	10.5	145
9	36.7	9.4	243
10	33.1	14.6	129
	334.2	123.9	1,671



Plow Priority

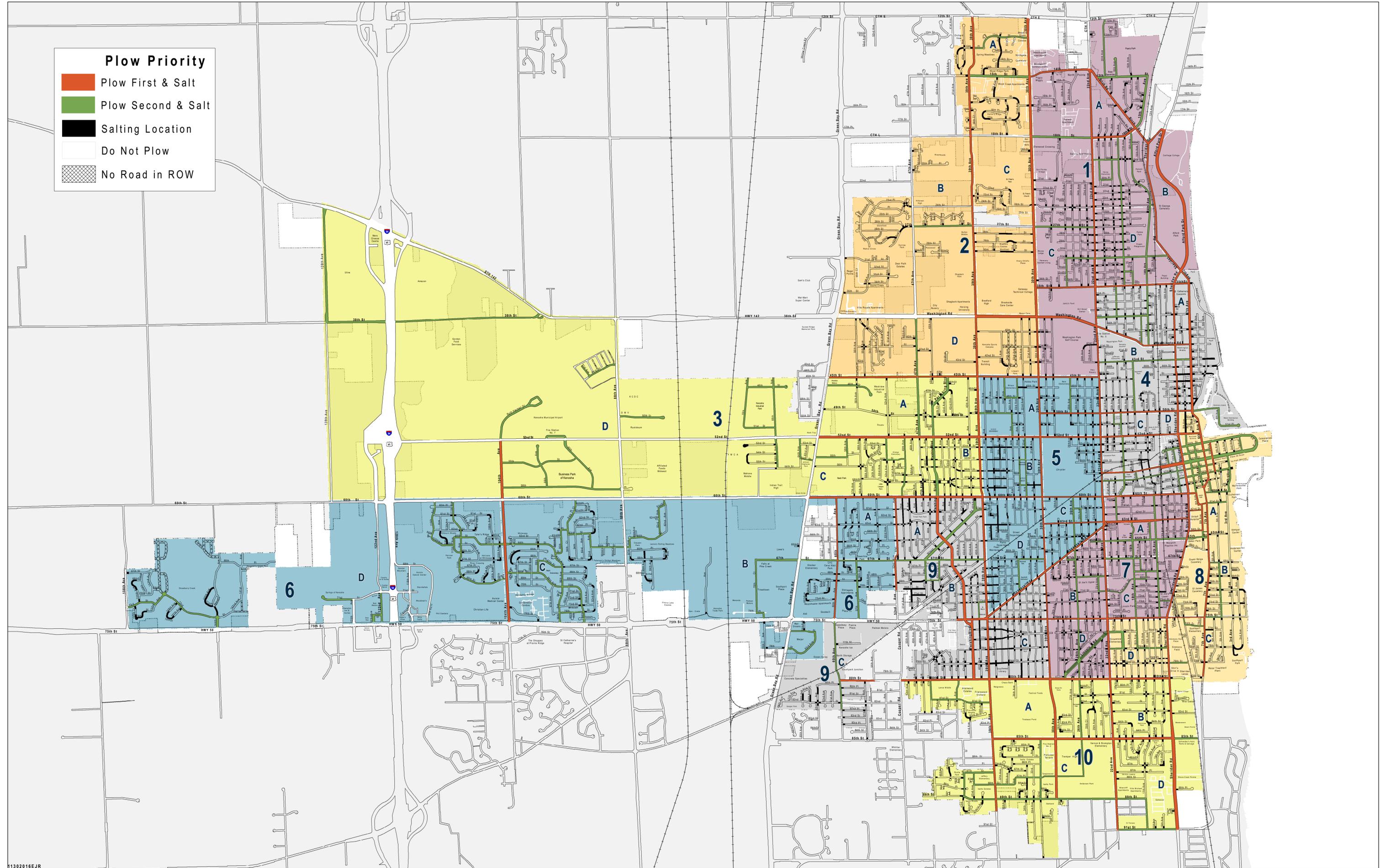
-  Plow First & Salt
-  Plow Second & Salt
-  Salting Location
-  Do Not Plow
-  No Road in ROW





Plow Priority

- Plow First & Salt
- Plow Second & Salt
- Salting Location
- Do Not Plow
- No Road in ROW



Appendix B – Anti-Ice Guidelines / Flow Chart

Anti-Icing Application Decision Flowchart



ID	East West Street	North South Street	Barrel Placement	Notes
1	15th St	19th Ave	Southwest Corner	
2	16th Pl	Birch Rd	Southwest Corner	
3	21st St	22nd Ave	Southwest Corner	
4	28th St	39th Ave	West Side by Bullen	
5	35th St	RR Tracks	East of Tracks	Next to Pole
6	45th St	32nd Ave	Northwest Corner	At Corner Fence
7	43rd St	19th Ave	Southwest Corner	
8	43rd St	Sheridan Rd	Northwest Corner	
9	52nd St	49th Ave	Southwest Corner	
10	52nd St	33rd Ave	Northwest Corner	
11	55th St	49th Ave	Southwest Corner	
12	56th St	19th Ave	Northeast Corner	
13	60th St	33rd Ave	Northeast & Southeast Corners	
14	60th St	18th Ave	Southeast Corner	Band Barrel to Pole
15	65th St	17th Ave	North Side by Brass	
16	65th St	Sheridan Rd	Northwest Corner	
17	67th St	60th Ave	Southwest Corner	
18	67th St	47th Ave	Southeast Corner	
19	Roosevelt Rd	30th Ave	Northeast Corner	
20	69th St	98th Ave	Southwest Corner	
21	Roosevelt Rd	33rd Ave	Southwest Corner	
22	75th St	33rd Ave	Northeast Corner	
23	75th St	22nd Ave	Southeast Corner	Next to Pole
24	75th St	10th Ave	Northeast Corner	
25	75th St	7th Ave	Northwest Corner	Band Barrel to Pole
26	77th St	7th Ave	West Side by Southport	
27	78th St	22nd Ave	Northeast Corner	Band Barrel to Pole
28	80th St	43rd Ave	Southwest Corner	
29	85th St	26th Ave	Northeast Corner	
30	85th St	22nd Ave	Southwest Corner	
31	88th St	39th Ave	Northwest Corner	

