



AGENDA
COMMITTEE OF THE WHOLE
Tuesday, December 3, 2019 - 6:30 p.m.
Common Council Chambers, 224 East Jefferson Street

Mayor Jeannie Hefty
Susan Kott, Alderman, 1st District
Theresa Meyer, Alderman, 1st District
Bob Grandi, Alderman, 2nd District
Ryan Heft, Alderman, 2nd District
Steve Rauch, Alderman, 3rd District
Jon Schultz, Council President, Alderman, 3rd District
Thomas Preusker, Alderman, 4th District
Todd Bauman, Alderman, 4th District

Student Representatives:

Thomas Martin, Student Representative (BHS)
Peter DeSmidt, Student Representative (CCHS)

1. **Call to Order - Roll Call**
2. **Citizen Comments**
3. **Approval of Minutes** (*S. Rauch*)
 - A. To approve the November 19, 2019 Committee of the Whole Meeting Minutes.
4. **DISCUSSION:**
 - A. An update from Honeywell Energy Services Group regarding the Energy Services Agreement with the City of Burlington.
5. **RESOLUTIONS:**
 - A. **Resolution 4975(28)** - Approving an Agreement with Life Line Billing Systems as a Third Party Provider for City of Burlington Ambulance Billing Services
6. **ORDINANCES:**
 - A. **Ordinance 2053(19)** - To amend Section 286-3B to increase Hotel/Motel Room Tax to 8%.
7. **MOTIONS:** NONE
8. **ADJOURNMENT** (*J. Schultz*)

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COMMITTEE OF THE WHOLE

ITEM NUMBER 3A

DATE: December 3, 2019

SUBJECT: MEETING MINUTES - To approve the November 19, 2019 Committee of the Whole Meeting Minutes.

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The attached minutes are from the November 19, 2019 Committee of the Whole meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached minutes from the November 19, 2019 Committee of the Whole meeting.

TIMING/IMPLEMENTATION:

This item is scheduled for final consideration at the December 3, 2019 Common Council meeting.

Attachments

COW Minutes



City Clerk
300 N. Pine Street, Burlington, WI, 53105
(262) 342-1161 - (262) 763-3474 fax
www.burlington-wi.gov

CITY OF BURLINGTON
Committee of the Whole Minutes
Jeannie Hefty, Mayor
Diahnn Halbach, City Clerk
Tuesday, November 19, 2019

1. **Call to Order - Roll Call**

Mayor Jeannie Hefty called the Common Council meeting to order at 6:35 p.m. Roll Call - Present: Alderman Susan Kott, Alderman Theresa Meyer, Alderman Ryan Heft, Alderman Steve Rauch, Alderman Jon Schultz, Alderman Tom Preusker. Excused: Alderman Grandi and Alderman Bauman.

Student Representatives - Present: Thomas Martin (BHS), Peter DeSmidt (CCHS). Excused: None.

Staff present: City Attorney John Bjelajac, City Administrator Carina Walters, Assistant City Administrator/Zoning Administrator Megan Watkins, Finance Director Steven DeQuaker, Public Works Director Peter Riggs, Fire Chief Alan Babe, Police Chief Mark Anderson, Building Inspector Gregory Guidry, Library Director Joe Davies, and City Intern Nicholas Faust.

2. **Citizen Comments** - None

3. **Approval of Minutes** - To approve the November 5, 2019 Committee of the Whole Meeting Minutes. Motion: Alderman Kott. Second: Alderman Rauch. With all in favor, the motion carried.

4. **DISCUSSION:** A discussion regarding the Library's Strategic Plan.

Library Director, Joe Davies, presented the Library's three-year strategic plan and results from the community survey regarding the Library. Davies stated that the library's mission and vision statement was revised and then reviewed the five core values and three primary goals.

Alderman Schultz asked if the survey specifically targeted tweens or non-english speaking individuals. Davies responded that the survey was sent to the schools and was also translated into Spanish, however no responses were received.

Alderman Rauch asked what the long term goals were for the existing building. Davies responded that the current strategic plan is through 2022 and doesn't include plans for a new facility and financially doesn't foresee plans for a new building in the future.

5. **RESOLUTIONS:**

A. **Resolution 4971(24)** - To consider adopting the 2020 Annual Budget.

Finance Director Steve DeQuaker reviewed the 2020 Annual Budget and stated that the City's MIL rate is at \$8.35 and that the overall MIL rate will be lower than last year, however, with the 5-6% growth rate, it doesn't necessarily mean the taxes will be lower. DeQuaker stated that there was 10% increase in sewer usage, however water and sewer rates will not be going up in 2020. DeQuaker also stated that the overall budget is less than last year at about \$25 million, and that expenditures were up and down with a net reduction. DeQuaker then opened it up for questions. There were none.

B. **Resolution 4972(25)** - To approve updating the purchasing policy of the City of Burlington. DeQuaker explained that the City was notified in October 2019 that it had received Federal dollars through a FEMA grant for the exhaust control system at the Fire Department. The grant requires the City to add the 2 CFR 200 language to the purchasing policy in order to be compliant and for the funds to be properly distributed. There was no further discussion.

C. **Resolution 4973(26)** - To approve a Revolving Loan Fund Grant to Miller Motor Sales, Inc. in the not-to-exceed amount of \$15,000. Carolyn Engel, RCEDC, explained that Miller Motors has requested a grant in the amount of \$15,000 to assist with the purchase of property and renovations at 1157 Milwaukee Avenue. Engel stated that this project meets all the requirements for the purpose of the grant and that RCEDC staff recommends approval of this grant.

Alderman Schultz stated that 30% of the revolving loan fund has been set aside for grants but wanted to know if the fund is replenished through interest paid on the loan and asked what the growth rate is. Engel responded that she didn't have the growth rate information with her, but it is substantial and will provide that information. Engel also stated she will come back to Council with a year-end report on how the fund is performing and will re-look at what should be allocated for 2020.

D. **Resolution 4974(27)** - To approve a Revolving Loan Fund Grant to the Performing Arts Group in the not-to-exceed amount of \$10,000.

Engel reviewed the grant request from the Burlington Arts Performing Foundation in order to assist with a feasibility study to determine market demand for the proposed performing arts center in Burlington. Engel stated that typically a loan or grant request rely upon an established business or a start-up with a written business plan; however, in this situation, the proposed project is in the very early stages of determining whether to proceed, yet if the feasibility study is favorable, it could have a significant and positive impact for the City. Engel stated that RCEDC staff is recommending approval contingent on an established timeline whereas matching funds can be secured by the Foundation. Tom Niccolai then approached the mic and addressed the Council stating that the primary goal is to build a PAC but needs the feasibility study to determine if they can move forward and needs help with the \$20,000 cost.

Alderman Preusker stated there isn't a business plan and then asked if any money had been raised by the PAC for the feasibility study. Niccolai responded that \$5,000 of the \$10,000 has been raised. Alderman Heft asked how much has been raised for the PAC building itself. Niccolai responded that no dollars have been raised. Alderman Rauch asked if any buildings have been purchased in the area that the project has been proposed. Niccolai responded that offers were put in but no responses were received. Alderman Schultz then asked if the PAC group could raise the additional \$5,000 within 90 days. Niccolai responded they could raise the additional money and then would expect the feasibility study to be completed within 1 to 2 months and estimates the project to cost about \$12 million.

Alderman Preusker voiced his concern and stated that none of the requirements for the grant are being met and that there isn't a business plan, and they have no money. Preusker felt more information was needed.

Alderman Heft stated he would support a grant for PAC building, but not the feasibility study because it's not an appropriate use of the funds.

Mayor Hefty stated there has been much support from the schools and community and that in order to move forward, the feasibility study needs to be completed.

Alderman Schultz stated that the written resolution doesn't address the 90 day timeline to secure the matching funds and should be added.

Alderman Kott asked Niccolai if any donations have been guaranteed by anybody. Niccolai responded that nobody has come forward with donations. Alderman Preusker asked if nobody has even shown interest in supporting the study, then where would all the rest of the money come from. Alderman Heft asked how the property would be purchased. Niccolai replied that buildings would be purchased through loan funds.

Administrator Walters stated that this agenda item is not being voted on this evening and that the memo and resolution will be revised for Council's final consideration at the December 3, 2019 Common Council meeting.

6. **ORDINANCES:**

- A. **Ordinance 2052(18)** - To consider approving a Rezone Map Amendment request at 416 E. Jefferson Street from B-2 District to Rd-2 District.

Director Watkins reviewed the background information and explained that the property owner would like to rezone the property as residential to better reflect the use of the property and would make selling the property more readily accessible.

7. **MOTIONS:** NONE

8. **ADJOURNMENT**

Motion: Alderman Meyer. Second: Alderman Preusker. With all in favor, the motion carried, and the meeting adjourned at 7:18 p.m.

Minutes respectfully submitted by:

Diahnn C. Halbach
City Clerk
City of Burlington



DATE: December 3, 2019

SUBJECT: DISCUSSION - An update from Honeywell Energy Services Group regarding the Energy Services Agreement with the City of Burlington.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

The City of Burlington entered into an Energy Services Agreement with Honeywell Energy Services Group on October 16, 2013. This program funded a \$1,162,991 investment that addressed energy improvements, deferred maintenance, and operational enhancements. The project is expected to save \$1,561,610 in utility and operational savings over the fifteen-year term of the agreement.

All work was completed and accepted by the City on September 21, 2015 as referenced in the Final Acceptance Certificate. Based on this acceptance date, the energy guarantee began on October 1, 2015 and will be in effect for 15 years.

This evening, Thomas Dauer, from Honeywell, is here to provide Council with an overview of the Annual Cost Avoidance Report.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

TIMING/IMPLEMENTATION:

This item is for discussion at the December 3, 2019 Committee of the Whole meeting.

Attachments

Honeywell Report

City of Burlington Annual Cost Avoidance Report

**Guarantee Year 3
October 2017 to September 2018**



*Helping customers manage energy resources to
improve financial performance*

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1.0 Overview

Executive Summary

City of Burlington entered into an Energy Services Agreement with Honeywell Energy Services Group on October 16, 2013. This program funded a \$1,162,991 investment that addressed energy improvements, deferred maintenance, and operational enhancements. The project is expected to save \$1,561,610 in utility and operational savings over the fifteen year term of the agreement.

All work was completed and accepted by the City on September 21, 2015 as referenced in the Final Acceptance Certificate. Based on this acceptance date, the energy guarantee began on October 1, 2015 and will be in effect for 15 years.

The EMS equipment experienced a flood in 2017 and had to be replaced. Trend data became available again June 2018; therefore, runtime hours shown include estimates. We will work together to increase savings as much as possible. Currently the cumulative cost savings is 15% ahead of the guarantee.

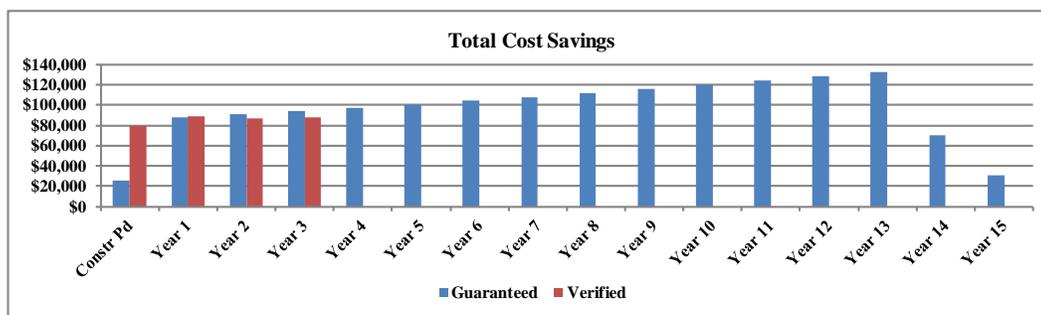
Performance at the end of the current period is indicated in the table below.

Cost Savings Summary

	Utility Cost Savings			Operating Cost		Total Cost Savings		
	Guaranteed	Verified	Variance %	Guaranteed	Stipulated	Guaranteed	Verified	Variance %
Construction Period	\$13,355	\$67,043	402%	\$12,151	\$12,151	\$25,506	\$79,194	210%
Year 1 (ending 9/30/2016)	\$75,335	\$76,134	1%	\$12,576	\$12,576	\$87,911	\$88,710	1%
Year 2 (ending 9/30/2017)	\$77,971	\$73,717	-5%	\$13,016	\$13,016	\$90,988	\$86,734	-5%
Year 3 (ending 9/30/2018)	\$80,700	\$74,713	-7%	\$13,472	\$13,472	\$94,172	\$88,185	-6%
Total (through year 3)	\$247,362	\$291,607	18%	\$51,216	\$51,216	\$298,577	\$342,823	15%

Utility Savings Summary

Energy Savings	Annual kWh Savings		Annual kW Savings		Annual Natural Gas Savings (MMBtu)	
	Guaranteed	Verified	Guaranteed	Verified	Guaranteed	Verified
Construction Period	106,468	890,975	373.2	958.4	0.0	133.5
Year 1 (ending 9/30/2016)	889,577	940,123	866.2	979.6	765.7	1,381.9
Year 2 (ending 9/30/2017)	889,577	930,657	866.2	979.6	765.7	763.4
Year 3 (ending 9/30/2018)	889,577	926,091	866.2	979.6	765.7	580.8
Total (through year 3)	2,775,198	3,687,845	2,971.7	3,897.3	2,297.0	2,859.6

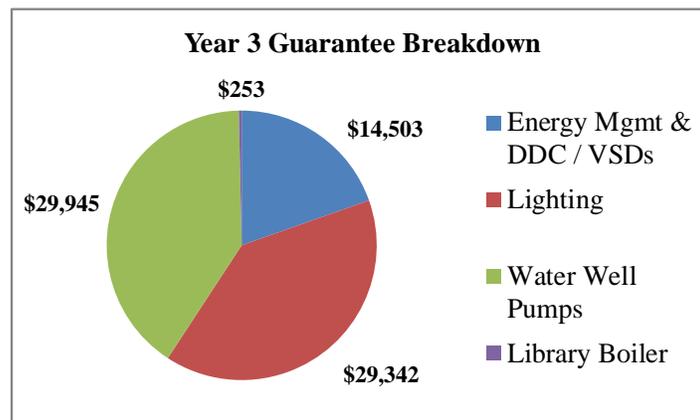


On behalf of Honeywell, we look forward to working with you and ensuring your savings are sustainable. Please contact Thomas Dauer at (507) 600-9319 or thomas.dauer@honeywell.com with any questions or comments regarding this report or your M&V services.

Retrofit Highlights

The following chart lists all the ECMs, and the letter showing which option/M&V methodology was used for validating the savings for each utility:

Site Name / FIM	Electric Savings Verification Method	Fuel Savings Verification Method
City Hall		
C.1a : Energy Management & DDC	B	B
L.1 : Lighting Retrofit	A	
Fire Station		
C.1a : Energy Management & DDC	B	B
L.1 : Lighting Retrofit	A	
Library		
C.1a : Energy Management & DDC	B	B
L.1 : Lighting Retrofit	A	
M.2 : Boiler Plant Replacement		A
Police Station		
C.1a : Energy Management & DDC	B	B
L.1 : Lighting Retrofit	A	
E.1 : Variable Speed Drives/Ventilation Control	A	A
Public Works		
C.1a : Energy Management & DDC	B	B
L.1 : Lighting Retrofit	A	
WWTP		
L.1 : Lighting Retrofit	A	
Water Wells		
M.1 : Water Well Pumps Rehabilitation/Replacement	A	
Street Lighting		
L.2 : Street Lighting - Retrofit	A	



M&V Methodology

ECM	Baseline M&V	Post Retrofit M&V	Annual M&V
<p>C.1a - Energy Management & DDC</p> <p><i>City Hall</i></p> <p><i>Fire Station</i></p> <p><i>Library</i></p> <p><i>Police Station</i></p> <p><i>Public Works</i></p>	<p>The operating setpoints and schedules were derived from interviews, physical measurement and data logging, existing EMS programs, and from past energy audit information.</p>	<p>Verify control setpoints and schedules. The Energy Management System (EMS) will be utilized to verify that these proposed parameters are functional and energy management strategies are being implemented.</p>	<p>Option B - Runtime data will be collected from the EMS.</p> <p>Performance will be verified by comparing the actual hours versus the projected hours, the energy savings are adjusted according to deviations.</p>
<p>L.1/L.2 - Lighting Retrofit</p> <p><i>City Hall</i></p> <p><i>Fire Station</i></p> <p><i>Library</i></p> <p><i>Police Station</i></p> <p><i>Public Works</i></p> <p><i>WWTP</i></p> <p><i>Street Lighting</i></p>	<p>Option A - Statistical measurement of pre retrofit fixture wattage on a random 80% confidence 20% precision statistical sample of each fixture type.</p>	<p>Option A - Statistical measurement of post-retrofit fixture wattage on a random 80% confidence 20% precision statistical sample of each fixture type.</p>	<p>Option A - On-site verification of ECM by observation. Review utility unit cost data.</p>
<p>M.1 - Water Well Pumps - Rehabilitation/ Replacement</p> <p><i>Water Wells</i></p>	<p>Spreadsheet energy analysis software was used to model. The accuracy was validated by comparisons to actual consumption data.</p>	<p>Option A - Water-to-Wire efficiency and Proposed Pumping Percent will be verified by measurements over a two week period.</p>	<p>Option A - On-site verification of ECM by observation. Review utility unit cost data.</p>
<p>M.2 - Boiler Plant Replacement</p> <p><i>Library</i></p>	<p>Spreadsheet energy analysis software was used to model. The accuracy was validated by comparisons to actual consumption data.</p>	<p>Review of installation documents; verify the new boiler plant has been installed within contract specifications.</p>	<p>Option A - On-site verification of ECM by observation. Review utility unit cost data.</p>
<p>E.1 - Variable Speed Drives/Ventilation Control</p> <p><i>Police Station</i></p>	<p>Spreadsheet energy analysis software was used to model the energy consumption using motor data collected by ESG.</p> <p>The accuracy was validated by comparisons to actual consumption data.</p>	<p>Review of installation documents; verify VSDs have been installed within contract specifications.</p>	<p>Option A - On-site verification of ECM by observation. Review utility unit cost data.</p>

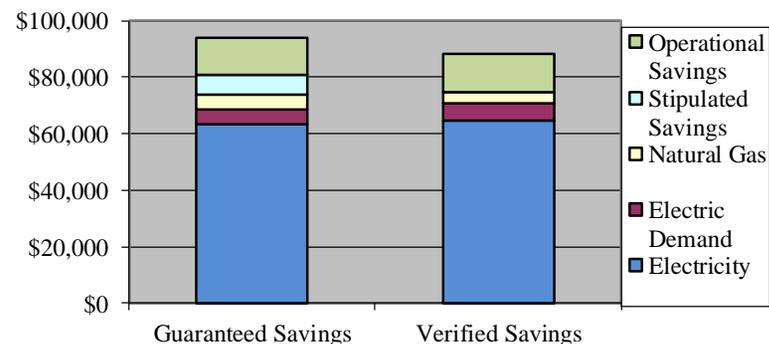
2.0 Summary

Utility Savings

Utility Savings Summary - Year 3

Facility Improvement Measure	Annual kWh Savings		Annual kW Savings		Annual Natural Gas Savings (MMBtu)	
	Guaranteed	Verified	Guaranteed	Verified	Guaranteed	Verified
Energy Management System and Controls	40,272	1,085			552.9	344.3
Lighting System Improvements	253,428	286,627	866.2	979.6		
Mechanical System Improvements	552,561	590,250	0.0	0.0	35.7	39.6
Variable Speed Drives/Ventilation Control	43,315	48,128			177.1	196.8
Total Energy Savings	889,577	926,091	866.2	979.6	765.7	580.8
Increase in Savings (Energy)		36,514		113.5		(184.9)
Increase in Savings (%)		4%		13%		-24%
Historical Energy Use	5,087,318	5,087,318	16,065.0	16,065.0	3,088.3	3,088.3
Savings (% of historical)	17%	18%	5%	6%	25%	19%
Utility Cost (\$/unit) Escalated Rate	\$0.07112	\$0.06969	\$6.24	\$6.24	\$7.01	\$6.99
Utility Cost (\$/unit) Current Rate		\$0.06180		\$6.24		\$6.33
Total (\$ Dollars) Escalated Rate	\$63,270	\$64,540	\$5,407	\$6,115	\$5,366	\$4,058

Cost Savings Summary	Guaranteed Savings	Verified Savings
Electricity	\$63,270	\$64,540
Electric Demand	\$5,407	\$6,115
Natural Gas	\$5,366	\$4,058
Stipulated Savings	\$6,656	\$0
Operational Savings	\$13,472	\$13,472
Total	\$94,172	\$88,185



Cumulative Savings

Cost Savings Summary

	Utility Cost Savings			Operating Cost		Total Cost Savings		
	Guaranteed	Verified	Variance %	Guaranteed	Stipulated	Guaranteed	Verified	Variance %
Construction Period	\$13,355	\$67,043	402%	\$12,151	\$12,151	\$25,506	\$79,194	210%
Year 1 (ending 9/30/2016)	\$75,335	\$76,134	1%	\$12,576	\$12,576	\$87,911	\$88,710	1%
Year 2 (ending 9/30/2017)	\$77,971	\$73,717	-5%	\$13,016	\$13,016	\$90,988	\$86,734	-5%
Year 3 (ending 9/30/2018)	\$80,700	\$74,713	-7%	\$13,472	\$13,472	\$94,172	\$88,185	-6%
Year 4 (ending 9/30/2019)	\$83,525			\$13,944		\$97,468	\$0	
Year 5 (ending 9/30/2020)	\$86,448			\$14,432		\$100,880	\$0	
Year 6 (ending 9/30/2021)	\$89,474			\$14,937		\$104,411	\$0	
Year 7 (ending 9/30/2022)	\$92,606			\$15,459		\$108,065	\$0	
Year 8 (ending 9/30/2023)	\$95,847			\$16,001		\$111,847	\$0	
Year 9 (ending 9/30/2024)	\$99,201			\$16,561		\$115,762	\$0	
Year 10 (ending 9/30/2025)	\$102,673			\$17,140		\$119,814	\$0	
Year 11 (ending 9/30/2026)	\$106,267			\$17,740		\$124,007	\$0	
Year 12 (ending 9/30/2027)	\$109,986			\$18,361		\$128,347	\$0	
Year 13 (ending 9/30/2028)	\$113,836			\$19,004		\$132,840	\$0	
Year 14 (ending 9/30/2029)	\$51,081			\$19,669		\$70,750	\$0	
Year 15 (ending 9/30/2030)	\$10,058			\$20,357		\$30,415	\$0	
Total (through year 3)	\$247,362	\$291,607	18%	\$51,216	\$51,216	\$298,577	\$342,823	15%

Utility Savings Summary

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	Guaranteed	Verified	Guaranteed	Verified	Guaranteed	Verified
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Year 2 (ending 9/30/2017)	889,577	930,657	866.2	979.6	765.7	763.4
Year 3 (ending 9/30/2018)	889,577	926,091	866.2	979.6	765.7	580.8
Year 4 (ending 9/30/2019)	889,577		866.2		765.7	
Year 5 (ending 9/30/2020)	889,577		866.2		765.7	
Year 6 (ending 9/30/2021)	889,577		866.2		765.7	
Year 7 (ending 9/30/2022)	889,577		866.2		765.7	
Year 8 (ending 9/30/2023)	889,577		866.2		765.7	
Year 9 (ending 9/30/2024)	889,577		866.2		765.7	
Year 10 (ending 9/30/2025)	889,577		866.2		765.7	
Year 11 (ending 9/30/2026)	889,577		866.2		765.7	
Year 12 (ending 9/30/2027)	889,577		866.2		765.7	
Year 13 (ending 9/30/2028)	889,577		866.2		765.7	
Year 14 (ending 9/30/2029)	364,623		355.0		313.8	
Year 15 (ending 9/30/2030)	0		0.0		0.0	
Total (through year 3)	2,775,198	3,687,845	2,971.7	3,897.3	2,297.0	2,859.6

3.0 Detail

Exhibit 1.0 – Guarantee Summary

Utility Rates

The base utility rates in the table below are those used to calculate the Guaranteed Savings and are the current rates in effect for each facility. Throughout the term of this Agreement, the savings are to be calculated using the actual applicable rates or the previous year’s base utility rates escalated by 3.50%, whichever is larger. These rates will be used as the floor price for the Term and shall be the lowest rate used to calculate energy savings in the event of a utility rate decrease.

The natural gas rate includes any Purchase Gas Adjustment (PGA) charges. The heating utility rates are based on the average annual data from February 2012 to January 2013.

Facility	Winter Demand	Summer Demand	Electric Use	Natural Gas
	\$/kW	\$/kW	\$/kWh	\$/MMBtu
City Hall	\$0.00	\$0.00	\$0.132	\$7.09
Fire Station	\$0.00	\$0.00	\$0.131	\$6.66
Library	\$5.71	\$5.71	\$0.109	\$6.62
Police Station	\$5.71	\$5.71	\$0.102	\$6.49
Public Works	\$5.72	\$5.72	\$0.105	\$6.53
WWTP	\$12.00	\$12.00	\$0.061	\$0.00
Water Wells	\$12.96	\$12.96	\$0.051	\$0.00

Exhibit 2.0 – Standards of Comfort and Equipment Schedules

Standards of Comfort

Note: Holidays follow the Weekend or Sunday Schedule

Facility	Area Served	Equipment Name	Existing Schedule								Existing Space Temperatures			
			Fall to Spring				Summer				Heating		Cooling	
			Weekdays	Weekend	Weekly Hours		Weekdays	Weekend	Weekly Hours		Occ.	Unocc.	Occ.	Unocc.
		Occ	Unocc			Occ	Unocc							
City Hall	Administrators Ofc.	RTU-1	7:30 AM-5:00 PM	6:00 AM-6:00 PM Sat, Off Sun	60	0	7:30 AM-5:00 PM	6:00 AM-6:00 PM Sat, Off Sun	60	0	70	65	75	75
City Hall	Front Counter	RTU-2	7:30 AM-6:40 PM	Off	56	0	7:30 AM-6:40 PM	Off	56	0	70	65	75	75
City Hall	Basement	Furnace-1	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A	70	65		
City Hall	2nd Floor Offices	Furnace-2	6:00 AM-5:00 PM	7:00 AM-5:00 PM	75	0	6:00 AM-5:00 PM	7:00 AM-5:00 PM	75	0	70	65	75	75
City Hall	2nd Flr Conf Rm.	Furnace-3	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A	70	65	75	75
City Hall	Attic Space	EF-1	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
City Hall	Administrators Ofc.	EF-2	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
City Hall	Restrooms	EF-3	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Fire Station	Rescue Squad Rm	RTU-1	8:00 AM-8:00 PM	8:00 AM-8:00 PM	84	0	8:00 AM-8:00 PM	8:00 AM-8:00 PM	84	0	70	65	75	75
Fire Station	Garage	H&V-1	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A	70	65		
Fire Station	Apparatus Rm	MAU-1	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A	70	65		
Fire Station	Meeting Rm	AC-1	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A	70	65	75	75
Fire Station	1st Flr and Bsmt	Furnace-1/Furnace-2	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A	70	65		
Fire Station	Restrooms	EF-1	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Fire Station	Hose Tower	EF-2	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Fire Station	Apparatus Rm	EF-3	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Fire Station	Kitchen Hood	EF-4	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Library	Basement	H&V-1	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A	70	65		
Library	West Side	RTU-1	7:00 AM-9:00 PM	7:00 AM-9:00 PM Sat, Off Sun	84	0	7:00 AM-9:00 PM	7:00 AM-9:00 PM Sat, Off Sun	84	0	70	65	75	75
Library	Librarians Office	RTU-2	5:30 AM-8:00 PM	5:30 AM-5:12 PM Sat, Off Sun	84	0	5:30 AM-8:00 PM	5:30 AM-5:12 PM Sat, Off Sun	84	0	70	65	75	75
Library	Server Closet	RTU-3	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A	70	65	75	75
Library	East Side	RTU-4	6:30 AM-8:00 PM	6:30 AM-6:00 PM Sat, 6:30 AM-1:15 PM Sun	86	0	6:30 AM-8:00 PM	6:30 AM-6:00 PM	91	0	70	65	75	75
Library	East Side	ERV-1 (serves RTU-4)	6:30 AM-8:00 PM	6:30 AM-6:00 PM Sat, 6:30 AM-1:15 PM Sun	86	0	6:30 AM-8:00 PM	6:30 AM-6:00 PM	91	0	70	65		
Library	East Side	EF-1 (serves ERV-1)	6:30 AM-8:00 PM	6:30 AM-6:00 PM Sat, 6:30 AM-1:15 PM Sun	86	0	6:30 AM-8:00 PM	6:30 AM-6:00 PM	91	0				
Library	Bsmt Womens RR	EF-1	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Library	Bsmt Mens RR	EF-2	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Library	1st Flr Mens RR	EF-3	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Library	1st Flr Womens RR	EF-4	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Library	Conf Rm 105	PRV-4	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Library	Hydronics	P-1	Runs below 55°F (adjustable)	Runs below 55°F (adjustable)	N/A	N/A	Runs below 55°F (adjustable)	Runs below 55°F (adjustable)	N/A	N/A				

Note: Holidays follow the Weekend or Sunday Schedule

Facility	Area Served	Equipment Name	Existing Schedule								Existing Space Temperatures			
			Fall to Spring				Summer				Heating		Cooling	
			Weekdays	Weekend	Weekly Hours		Weekdays	Weekend	Weekly Hours		Occ.	Unocc.	Occ.	Unocc.
Occ	Unocc	Occ			Unocc									
Police Station	Entire Building	AHU-1 SF	Runs continuously	Runs continuously	168	0	Runs continuously	Runs continuously	168	0	70	65	75	75
Police Station	AHU-1	AHU-1 RF	Runs continuously	Runs continuously	168	0	Runs continuously	Runs continuously	168	0				
Police Station	Garage	UH-2	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A	70	65		
Police Station	Garage	UH-3	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A	70	65		
Police Station	Cell Block Booking	PRV-1	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Police Station	Bsmt Lockers	PRV-2	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Police Station	1st Flr Restrooms	PRV-3	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Police Station	Garage	IEF-1	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Police Station	Garage	IEF-2	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Police Station	Elevator Mech Rm	IEF-3	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Police Station	Bsmt Restroom	DEF-1	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Police Station	Bsmt Restroom	DEF-2	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Police Station	Janitors Closet	DEF-3	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Police Station	Chief's Restroom	DEF-4	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Police Station	Lobby Restroom W.	DEF-5	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Police Station	Lobby Restroom E.	DEF-6	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Police Station	Hydronics	P-1	Runs below 55°F (adjustable)	Runs below 55°F (adjustable)	N/A	N/A	Runs below 55°F (adjustable)	Runs below 55°F (adjustable)	N/A	N/A				
Police Station	Hydronics	P-2	Runs below 55°F (adjustable)	Runs below 55°F (adjustable)	N/A	N/A	Runs below 55°F (adjustable)	Runs below 55°F (adjustable)	N/A	N/A				
Public Works	Office Areas	AC-1	5:30 AM-3:30 PM	Off	50	0	5:30 AM-3:30 PM	Off	50	0	70	65	75	75
Public Works	AC-1	ERV-1	5:30 AM-3:30 PM	Off	25	0	5:30 AM-3:30 PM	Off	25	0	70	65	75	75
Public Works	AC-1	ERV-1	5:30 AM-3:30 PM	Off	25	0	5:30 AM-3:30 PM	Off	25	0	70	65	75	75
Public Works	Maintenance Bays	MAU-1	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A	70	65		
Public Works	Garage	MAU-2	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A	70	65		
Public Works	Maintenance Bays	RE-1	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Public Works	Flushing Fan Rm 129	RE-2	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Public Works	Building Relief	RE-3	5:30 AM-3:30 PM	Off	50	0	5:30 AM-3:30 PM	Off	50	0				
Public Works	Garage Rm 132	RE-4	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Public Works	Garage Rm 132	RE-5	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Public Works	Vehicle Exhaust	UE-1	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Public Works	Welding Rm 131	UE-2	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Public Works	Storage Rm 121	CE-1	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Public Works	Hydronics	IP-3	Runs below 70°F (adjustable)	Runs below 70°F (adjustable)	N/A	N/A	Runs below 70°F (adjustable)	Runs below 70°F (adjustable)	N/A	N/A				
Public Works	Hydronics	IP-4	Runs below 70°F (adjustable)	Runs below 70°F (adjustable)	N/A	N/A	Runs below 70°F (adjustable)	Runs below 70°F (adjustable)	N/A	N/A				

Note: Holidays follow the Weekend or Sunday Schedule

Facility	Area Served	Equipment Name	Proposed Schedule/Occupancy Schedule								Proposed Space Temperatures			
			Fall to Spring				Summer				Heating		Cooling	
			Weekdays	Weekend	Weekly Hours		Weekdays	Weekend	Weekly Hours		Occ.	Unocc.	Occ.	Unocc.
		Occ	Unocc			Occ	Unocc							
City Hall	Administrators Ofc.	RTU-1	7:30 AM-5:00 PM	7:30 AM-5:00 PM Sat, Off Sun	57	0	7:30 AM-5:00 PM	7:30 AM-5:00 PM Sat, Off Sun	57	0	70	62	75	Floats
City Hall	Front Counter	RTU-2	7:30 AM-6:00 PM	Off	53	0	7:30 AM-6:00 PM	Off	53	0	70	62	75	Floats
City Hall	Basement	Furnace-1	7:30 AM-6:00 PM	Off	53	0	Off	Off	0	0	70	62		
City Hall	2nd Floor Offices	Furnace-2	7:30 AM-6:00 PM	Off	53	0	7:30 AM-6:00 PM	Off	53	0	70	62	75	Floats
City Hall	2nd Flr Conf Rm.	Furnace-3	7:30 AM-6:00 PM	Off	53	0	7:30 AM-6:00 PM	Off	53	0	70	62	75	Floats
City Hall	Attic Space	EF-1	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
City Hall	Administrators Ofc.	EF-2	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
City Hall	Restrooms	EF-3	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Fire Station	Rescue Squad Rm	RTU-1	8:00 AM-6:00 PM	8:00 AM-6:00 PM	70	10	8:00 AM-6:00 PM	8:00 AM-6:00 PM	70	10	70	62	75	Floats
Fire Station	Garage	H&V-1	8:00 AM-12:00 PM	8:00 AM-12:00 PM	28	0	8:00 AM-12:00 PM	8:00 AM-12:00 PM	28	0	70	62		
Fire Station	Apparatus Rm	MAU-1	8:00 AM-12:00 PM	8:00 AM-12:00 PM	28	0	8:00 AM-12:00 PM	8:00 AM-12:00 PM	28	0	70	62		
Fire Station	Meeting Rm	AC-1	Off	Off	0	0	8:00 AM-6:00 PM	8:00 AM-6:00 PM	70	0	70	62	75	Floats
Fire Station	1st Flr and Bsmt	Furnace-1/Furnace-2	8:00 AM-6:00 PM	8:00 AM-6:00 PM	70	0	Off	Off	0	0	70	62		
Fire Station	Restrooms	EF-1	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Fire Station	Hose Tower	EF-2	Off	Off	0	0	8:00 AM-6:00 PM	8:00 AM-6:00 PM	70	0				
Fire Station	Apparatus Rm	EF-3	8:00 AM-12:00 PM	8:00 AM-12:00 PM	28	0	8:00 AM-12:00 PM	8:00 AM-12:00 PM	28	0				
Fire Station	Kitchen Hood	EF-4	8:00 AM-6:00 PM	8:00 AM-6:00 PM	70	0	8:00 AM-6:00 PM	8:00 AM-6:00 PM	70	0				
Library	Basement	H&V-1	5:00 PM-8:00 PM	Off	15	0	5:00 PM-8:00 PM	Off	15	0	70	62		
Library	West Side	RTU-1	9:00 AM-8:00 PM	9:00 AM-5:30 PM Sat, Off Sun	64	10	9:00 AM-8:00 PM	9:00 AM-5:30 PM Sat, Off Sun	64	10	70	62	75	Floats
Library	Librarians Office	RTU-2	9:00 AM-8:00 PM	9:00 AM-5:00 PM Sat, Off Sun	63	11	9:00 AM-8:00 PM	9:00 AM-5:00 PM Sat, Off Sun	63	11	70	62	75	Floats
Library	Server Closet	RTU-3	Off	Off	0	0	9:00 AM-8:00 PM	9:00 AM-5:00 PM Sat, Off Sun	63	11	70	62	75	Floats
Library	East Side	RTU-4	9:00 AM-8:00 PM	9:00 AM-5:30 PM Sat, Off Sun	64	10	9:00 AM-8:00 PM	9:00 AM-5:30 PM Sat, Off Sun	64	10	70	62	75	Floats
Library	East Side	ERV-1 (serves RTU-4)	9:00 AM-8:00 PM	9:00 AM-5:30 PM Sat, Off Sun	64	10	9:00 AM-8:00 PM	9:00 AM-5:30 PM Sat, Off Sun	64	10	70	62		
Library	East Side	EF-1 (serves ERV-1)	9:00 AM-8:00 PM	9:00 AM-5:30 PM Sat, Off Sun	64	10	9:00 AM-8:00 PM	9:00 AM-5:30 PM Sat, Off Sun	64	10				
Library	Bsmt Womens RR	EF-1	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Library	Bsmt Mens RR	EF-2	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Library	1st Flr Mens RR	EF-3	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Library	1st Flr Womens RR	EF-4	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Library	Conf Rm 105	PRV-4	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Library	Hydronics	P-1	Runs below 50°F (adjustable)	Runs below 50°F (adjustable)	N/A	N/A	Runs below 50°F (adjustable)	Runs below 50°F (adjustable)	N/A	N/A				

Note: Holidays follow the Weekend or Sunday Schedule

Facility	Area Served	Equipment Name	Proposed Schedule/Occupancy Schedule								Proposed Space Temperatures			
			Fall to Spring				Summer				Heating		Cooling	
			Weekdays	Weekend	Weekly Hours		Weekdays	Weekend	Weekly Hours		Occ.	Unocc.	Occ.	Unocc.
		Occ	Unocc			Occ	Unocc							
Police Station	Entire Building	AHU-1 SF	Runs continuously	Runs continuously	168	0	Runs continuously	Runs continuously	168	0	70	62	75	Floats
Police Station	AHU-1	AHU-1 RF	Runs continuously	Runs continuously	168	0	Runs continuously	Runs continuously	168	0				
Police Station	Garage	UH-2	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A	70	62		
Police Station	Garage	UH-3	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A	70	62		
Police Station	Cell Block Booking	PRV-1	6:00 AM-6:00 PM	6:00 AM-6:00 PM	84	0	6:00 AM-6:00 PM	6:00 AM-6:00 PM	84	0				
Police Station	Bsmt Lockers	PRV-2	Runs continuously	Runs continuously	168	0	Runs continuously	Runs continuously	168	0				
Police Station	1st Flr Restrooms	PRV-3	6:00 AM-6:00 PM	6:00 AM-6:00 PM	84	0	6:00 AM-6:00 PM	6:00 AM-6:00 PM	84	0				
Police Station	Garage	IEF-1	8:00 AM-12:00 PM	8:00 AM-12:00 PM	28	0	8:00 AM-12:00 PM	8:00 AM-12:00 PM	28	0				
Police Station	Garage	IEF-2	8:00 AM-12:00 PM	8:00 AM-12:00 PM	28	0	8:00 AM-12:00 PM	8:00 AM-12:00 PM	28	0				
Police Station	Elevator Mech Rm	IEF-3	8:00 AM-12:00 PM	8:00 AM-12:00 PM	28	0	8:00 AM-12:00 PM	8:00 AM-12:00 PM	28	0				
Police Station	Bsmt Restroom	DEF-1	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Police Station	Bsmt Restroom	DEF-2	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Police Station	Janitors Closet	DEF-3	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Police Station	Chief's Restroom	DEF-4	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Police Station	Lobby Restroom W.	DEF-5	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Police Station	Lobby Restroom E.	DEF-6	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Police Station	Hydronics	P-1	Runs below 50°F (adjustable)	Runs below 50°F (adjustable)	N/A	N/A	Runs below 50°F (adjustable)	Runs below 50°F (adjustable)	N/A	N/A				
Police Station	Hydronics	P-2	Runs below 50°F (adjustable)	Runs below 50°F (adjustable)	N/A	N/A	Runs below 50°F (adjustable)	Runs below 50°F (adjustable)	N/A	N/A				
Public Works	Office Areas	AC-1	8:00 AM-3:30 PM	Off	38	13	8:00 AM-3:30 PM	Off	38	13	70	62	75	Floats
Public Works	AC-1	ERV-1	Runs below 40°F (adjustable)	Runs below 40°F (adjustable)	N/A	N/A	Runs below 40°F (adjustable)	Runs below 40°F (adjustable)	N/A	N/A	70	62	75	Floats
Public Works	AC-1	ERV-1	Runs above 70°F (adjustable)	Runs above 70°F (adjustable)	N/A	N/A	Runs above 70°F (adjustable)	Runs above 70°F (adjustable)	N/A	N/A	70	62	75	Floats
Public Works	Maintenance Bays	MAU-1	8:00 AM-12:00 PM	Off	20	0	8:00 AM-12:00 PM	Off	20	0	70	62		
Public Works	Garage	MAU-2	8:00 AM-12:00 PM	Off	20	0	8:00 AM-12:00 PM	Off	20	0	70	62		
Public Works	Maintenance Bays	RE-1	8:00 AM-12:00 PM	Off	20	0	8:00 AM-12:00 PM	Off	20	0				
Public Works	Flushing Fan Rm 129	RE-2	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Public Works	Building Relief	RE-3	8:00 AM-3:30 PM	Off	38	13	8:00 AM-3:30 PM	Off	38	13				
Public Works	Garage Rm 132	RE-4	8:00 AM-12:00 PM	8:00 AM-12:00 PM	28	0	8:00 AM-12:00 PM	8:00 AM-12:00 PM	28	0				
Public Works	Garage Rm 132	RE-5	8:00 AM-12:00 PM	8:00 AM-12:00 PM	28	0	8:00 AM-12:00 PM	8:00 AM-12:00 PM	28	0				
Public Works	Vehicle Exhaust	UE-1	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Public Works	Welding Rm 131	UE-2	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Public Works	Storage Rm 121	CE-1	Manual control	Manual control	N/A	N/A	Manual control	Manual control	N/A	N/A				
Public Works	Hydronics	IP-3	Runs below 50°F (adjustable)	Runs below 50°F (adjustable)	N/A	N/A	Runs below 50°F (adjustable)	Runs below 50°F (adjustable)	N/A	N/A				
Public Works	Hydronics	IP-4	Runs below 50°F (adjustable)	Runs below 50°F (adjustable)	N/A	N/A	Runs below 50°F (adjustable)	Runs below 50°F (adjustable)	N/A	N/A				

Exhibit 3.0 - Energy Management System and Controls

C.1a - Energy Management & DDC

The Energy Management and DDC energy conservation measure included recommissioning, expanding and/or upgrading the existing digital control system. This included adding equipment schedules and energy saving control strategies. Honeywell has implemented the Energy Management and DDC improvements in accordance with the detailed scope found in Exhibit 3 of the Contract. The following facilities were included:

- City Hall
- Fire Station
- Library
- Police Station
- Public Works

Measurement and Verification of this ECM uses Option B methodology. Post-retrofit HVAC equipment runtime data is collected from the EMS and used to calculate the verified savings for this ECM during the guarantee phase. The equipment runtime and associated energy savings for HVAC equipment can be found in the Appendix A.

Exhibit 3.0 - Energy Management System and Controls

Facility	Annual kWh Savings		Annual Natural Gas	
	Guaranteed	Verified	Guaranteed	Verified
City Hall	1,729	1,208	8.5	6.9
Fire Station	1,967	2,430	34.7	(31.1)
Library	7,781	321	111.7	51.2
Police Station	1,611	(293)	118.6	98.5
Public Works	27,184	(2,581)	279.4	218.8
TOTALS	40,272	1,085	552.9	344.3

Exhibit 4.0 - Lighting System Improvements

L.1/L.2 - Lighting Retrofit

Honeywell has implemented the lighting retrofit project in accordance with an in-depth lighting audit, as detailed in the line by line scope found in Exhibit 4 in the Contract. The following facilities were included:

- City Hall
- Fire Station
- Library
- Police Station
- Public Works
- WWTP
- Street Lighting

Measurement and Verification of this ECM uses Option A methodology. A post-retrofit as-built audit was conducted and used to calculate the verified savings for this ECM.

Exhibit 4.0 - Lighting System Improvements

Facility	Annual kWh Savings		Peak kW Savings		Annual kW Savings	
	Guaranteed	Verified	Guaranteed	Verified	Guaranteed	Verified
City Hall	15,680	17,735	7.1	8.6	76.9	87.0
Fire Station	18,106	20,478	8.5	10.2	91.9	103.9
Library	38,144	43,141	11.2	13.5	121.0	136.9
Police Station	44,189	49,977	11.6	14.0	125.6	142.0
Public Works	12,770	14,443	4.9	5.9	53.0	60.0
WWTP	84,046	95,056	25.7	31.0	278.0	314.4
Street Lighting	40,492	45,797	11.1	12.5	119.7	135.4
TOTALS	253,428	286,627	80.2	95.7	866.2	979.6

Exhibit 5.0 – Mechanical System Improvements

M.1 - Water Well Pumps – Rehabilitation/Replacement

Honeywell has implemented the repair or replacement for wells at the following facility:

- Water Wells

Measurement and Verification of this ECM uses Option A methodology. A post-retrofit measurement of water-to-wire efficiency and pump usage was used to calculate savings for this ECM.

M.2 - Boiler Plant Replacement

Honeywell has implemented boiler plant replacement at the following facility:

- Library

Measurement and Verification of this ECM uses Option A. A post-retrofit verification of installation was conducted and used to calculate the verified savings for this ECM.

Exhibit 5.0 - Mechanical System Improvements

Facility	Annual kWh Savings		Annual Natural Gas	
	Guaranteed	Verified	Guaranteed	Verified
Library	0	0	35.7	39.6
Water Wells	552,561	590,250	0.0	0.0
TOTALS	552,561	590,250	35.7	39.6

Exhibit 6.0 – Variable Speed Drives/Ventilation Control

E.1 - Variable Speed Drives/Ventilation Control

Honeywell has installed the variable speed drives at the following facilities:

- Police Station
- Public Works

Measurement and Verification of this ECM uses Option A. A post-retrofit verification of installation was conducted and used to calculate the verified savings for this ECM.

Exhibit 6.0 - Variable Speed Drives/Ventilation Control

Facility	Annual kWh Savings		Annual Natural Gas	
	Guaranteed	Verified	Guaranteed	Verified
Police Station	43,315	48,128	177.1	196.8
TOTALS	43,315	48,128	177.1	196.8

Operational Cost Savings

The Operational Cost Savings are summarized in the table below:

Operational Cost Savings

Facility	FIM Code	Facility Improvement Measure	Guaranteed Savings
City Wide	C.1a	Energy Management and DDC - Base Project	\$3,184
City Wide	L.1	Lighting Retrofit	\$521
City Wide	L.2	Street Lighting - Retrofit	\$3,661
City Wide	O&M.1	Miscellaneous Operations & Maintenance Repairs	\$5,130
Library	M.2	Boiler Plant Replacement	\$976
TOTALS			\$13,472

During the development of this project Honeywell reviewed the invoices from Vorpapel, Southport, Peck & Weiss, Steiner Electric, Breuer Electric and Nelson Electric. Then Honeywell worked with City of Burlington to mutually agree on the 5 impact savings from the ECMs above. The dollar impact includes:

- C.1a: failed PCM panel, repair calls to stats and comfort issues that were addressed
- L.1: Reduction to City facility lamp and ballast costs
- L.2: Reduction to Street lighting material costs
- O&M.1: Reduction in repairs and materials cost at all City facilities specific to HVAC equipment
- M.2: Reduction in calls and repairs at Library boiler such as replacing tee coupler, replacing feed water line, etc.

4.0 Adjustments

Reserved

5.0 Appendix

Appendix A –Equipment Runtimes and Energy Management System Savings

MONTHLY TOTAL RUNTIME			Original Conditions			Guaranteed Hours				Projected Energy Savings			Extrapolated runtime	Verified Savings		Net Energy Impact		
Facility	Unit	Serves	Airflow (CFM)	OA%	Annual hours	Annual hours	Weekly fall-sp hours	Weekly summer hours	Annual hours saved	Fan/Pump (kWh)	A/C (kWh)	Natural Gas (MMBtu)		Elect (kWh)	Natural Gas (MMBtu)	Elect (kWh)	Natural Gas (MMBtu)	Annual cost
City Hall	RTU-1	Administrators Ofc.	3,200	10%	3,103	2,972	57	57	130	177	92	2.8	2,998	215	2.2	54	0.6	\$12
City Hall	RTU-2	Front Counter	1,200	10%	2,912	2,738	53	53	175	122	35	1.0	2,998	(77)	(0.5)	233	1.6	\$45
City Hall	Furnace-1	Basement	1,200	0%	2,563	2,003	53	0	561	305	0	0.0	2,738	(95)	0.0	400	-	\$56
City Hall	Furnace-2	2nd Floor Offices	1,200	5%	3,911	2,738	53	53	1,173	638	17	0.5	2,868	583	0.5	73	0.1	\$11
City Hall	Furnace-3	2nd Flr Conf Rm.	1,200	5%	3,504	2,738	53	53	767	417	17	0.5	2,477	582	0.7	(148)	(0.2)	(\$22)
City Hall	DDC Setback Savings	Reset unocc rm temps	0	0%	4,746	3,212	84	0	1,534	0	0	4.0	3,212	0	4.0	0	-	\$0
City Hall	DDC Setback Savings	Reset hw temp based on oa	0	0%	0	0	0	0	0	0	0	0.0	0	0	0.0	0	-	\$0
City Hall Total										1,659	162	8.9		1,208	6.9	612	2.0	\$101
Fire Station	RTU-1	Rescue Squad Rm	1,800	10%	4,380	4,064	81	70	316	172	119	1.7	3,650	671	4.0	(381)	(2.3)	(\$70)
Fire Station	H&V-1 [using MAU-2]	Garage	1,900	0%	1,752	1,460	28	28	292	159	0	0.0	0	953	0.0	(794)	-	(\$112)
Fire Station	MAU-1	Apparatus Rm	1,020	100%	1,752	1,460	28	28	292	127	0	9.9	2,491	(322)	(25.1)	449	35.0	\$313
Fire Station	AC-1	Meeting Rm	1,200	0%	1,411	980	0	70	431	235	0	0.0	4,745	(1,813)	0.0	2,048	-	\$288
Fire Station	Furnace-1/ Furnace-2	1st Flr and Bsmt	1,200	0%	3,204	2,670	70	0	534	581	0	0.0	0	3,486	0.0	(2,905)	-	(\$409)
Fire Station	EF-2	Hose Tower	1,000	100%	2,352	980	0	70	1,372	438	0	9.6	2,768	(133)	(2.9)	571	12.5	\$169
Fire Station	EF-3	Apparatus Rm	1,020	100%	2,628	1,460	28	28	1,168	207	0	9.8	5,840	(570)	(26.8)	778	36.6	\$370
Fire Station	EF-4	Kitchen Hood	400	100%	3,910	3,650	70	70	260	34	0	3.8	2,692	159	17.9	(125)	(14.1)	(\$118)
Fire Station	DDC Setback Savings	Reset unocc rm temps	0	0%	4,746	3,470	91	0	1,276	0	0	1.7	3,470	0	1.7	0	-	\$0
Fire Station Total										1,952	119	36.6		2,430	(31.1)	(359)	67.7	\$432
Library	H&V-1	Basement	1,500	40%	1,139	782	15	15	357	194	0	13.7	1,139	0	0.0	194	13.7	\$120
Library	RTU-1	West Side	4,000	10%	4,380	3,753	75	64	627	1,277	460	9.1	3,702	1,876	9.9	(140)	(0.7)	(\$21)
Library	RTU-2	Librarians Office	1,030	10%	4,390	3,729	75	63	662	461	118	2.4	3,650	648	2.6	(69)	(0.3)	(\$10)
Library	RTU-3	Server Closet	650	22%	1,411	1,029	4	63	382	111	164	3.3	4,118	(1,949)	(23.2)	2,225	26.4	\$447
Library	RTU-4	East Side	6,125	15%	4,538	3,753	75	64	785	2,662	1,056	21.0	4,747	(992)	(5.6)	4,711	26.6	\$738
Library	ERV-1 (serves RTU-4)	East Side	912	0%	4,538	3,753	75	64	785	427	0	0.0	3,859	369	0.0	58	-	\$7
Library	EF-1 (serves ERV-1)	East Side	835	0%	4,538	3,753	75	64	785	427	0	0.0	3,859	369	0.0	58	-	\$7
Library	PRV-4	Conf Rm 105	200	100%	5,256	3,504	67	67	1,752	424	0	0.7	5,256	0	0.0	424	0.7	\$54
Library	P-1	Hydronics	0	0%	5,686	4,746	124	0	940	409	0	0.0	5,686	(0)	0.0	409	-	\$48
Library	DDC Setback Savings	Reset hw temp based on oa	0	0%	0	0	0	0	0	0	0	67.4	0	0	67.4	0	-	\$0
Library Total										6,391	1,799	117.6		321	51.2	7,869	66.4	\$1,388

MONTHLY TOTAL RUNTIME			Original Conditions			Guaranteed Hours				Projected Energy Savings			Extrapolated runtime	Verified Savings		Net Energy Impact		
Facility	Unit	Serves	Airflow (CFM)	OA%	Annual hours	Annual hours	Weekly fall-sp hours	Weekly summer hours	Annual hours saved	Fan/Pump (kWh)	A/C (kWh)	Natural Gas (MMBtu)		Elect (kWh)	Natural Gas (MMBtu)	Elect (kWh)	Natural Gas (MMBtu)	Annual cost
Police Station	PRV-1	Cell Block Booking	480	100%	8,760	4,380	84	84	4,380	778	0	5.7	8,578	32	0.2	745	5.5	\$119
Police Station	PRV-3	1st Flr Restrooms	240	100%	8,760	4,380	84	84	4,380	366	0	2.8	8,760	0	0.0	366	2.8	\$60
Police Station	IEF-1	Garage	420	100%	2,352	1,460	28	28	892	93	0	5.0	2,352	0	0.0	93	5.0	\$45
Police Station	IEF-2	Garage	420	100%	2,352	1,460	28	28	892	93	0	5.0	2,886	(56)	(3.0)	149	8.0	\$72
Police Station	IEF-3	Elevator Mech Rm	420	100%	2,352	1,460	28	28	892	93	0	5.0	2,352	0	0.0	93	5.0	\$45
Police Station	P-1	Hydronics	0	100%	2,843	2,373	62	0	470	136	0	0.0	3,308	(135)	0.0	271	-	\$30
Police Station	P-2	Hydronics	0	100%	2,843	2,373	62	0	470	136	0	0.0	3,308	(135)	0.0	271	-	\$30
Police Station	DDC Setback Savings	Reset hw temp based on oa	0	0%	0	0	0	0	0	0	0	101.3	0	0	101.3	0	-	\$0
Police Station Total										1,696	0	124.8		(293)	98.5	1,989	26.3	\$400
Public Works	AC-1	Office Areas	9,200	25%	2,607	2,507	52	38	100	880	437	10.0	5,110	(32,818)	(250.2)	34,134	260.2	\$5,659
Public Works	ERV-1	AC-1	3,075	50%	1,304	807	21	0	497	3,126	292	6.7	0	8,967	17.6	(5,549)	(10.9)	(\$700)
Public Works	ERV-1	AC-1	3,075	50%	1,304	132	0	9	1,172	7,372	292	6.7	0	8,526	7.5	(862)	(0.8)	(\$102)
Public Works	MAU-1	Maintenance Bays	1,100	100%	1,752	1,043	20	20	709	494	0	4.8	2,183	(300)	(2.9)	794	7.7	\$143
Public Works	MAU-2	Garage	1,020	100%	1,752	1,043	20	20	709	309	0	4.5	5,517	(1,639)	(23.6)	1,947	28.1	\$415
Public Works	RE-1	Maintenance Bays	1,100	100%	1,752	1,043	20	20	709	171	0	7.3	2,682	(225)	(9.5)	396	16.8	\$162
Public Works	RE-3	Building Relief	6,125	100%	2,607	2,507	52	38	100	65	0	40.4	1,850	489	304.6	(424)	(264.2)	(\$1,896)
Public Works	RE-4	Garage Rm 132	3,850	100%	1,752	1,460	28	28	292	203	0	25.4	1,597	108	13.5	95	11.9	\$94
Public Works	RE-5	Garage Rm 132	3,850	100%	1,752	1,460	28	28	292	203	0	25.4	1,765	(9)	(1.2)	213	26.6	\$210
Public Works	IP-3	Hydronics	0	0%	3,793	2,373	62	0	1,420	412	0	0.0	3,153	185	0.0	226	-	\$25
Public Works	IP-4	Hydronics	0	0%	3,793	2,373	62	0	1,420	412	0	0.0	3,153	185	0.0	226	-	\$25
Public Works	DDC Setback Savings	Reset unocc rm temps	0	0%	4,746	4,014	105	0	732	0	0	2.3	4,014	0	2.3	0	-	\$0
Public Works	DDC Setback Savings	Reset hw temp based on oa	0	0%	0	0	0	0	0	0	0	127.1	0	0	127.1	0	-	\$0
Public Works	AC-1 Recommissioning	AC-1 DA-T Reset	0	0%	0	0	0	0	0	13,948	0	33.5	0	13,948	33.5	0	-	\$0
Public Works Total										27,594	1,021	294.1		(2,581)	218.8	31,196	75.3	\$4,036
Grand Total										39,292	3,099	582.0		1,085	344.3	41,307	237.7	\$6,757

MONTHLY TOTAL RUNTIME			Cumulative Total			October-17		November-17		December-17		January-18		February-18		March-18		April-18		May-18		June-18		July-18		August-18		September-18	
Facility	Unit	Serves	Total Runtime	Guarantee Hours	Deviation	Total Runtime	Deviation																						
City Hall	RTU-1	Administrators Ofc.	2998	2972	1%	255	1%	246	1%	255	1%	255	1%	230	1%	255	1%	246	1%	255	1%	246	-50%	255	-50%	255	-50%	246	1%
City Hall	RTU-2	Front Counter	2998	2738	10%	255	10%	246	10%	255	10%	255	10%	230	10%	255	10%	246	10%	255	10%	246	-45%	255	-45%	255	-45%	246	10%
City Hall	Furnace-1	Basement	2738	2003	37%	233	0%	225	0%	233	0%	233	0%	210	0%	233	0%	225	0%	233	0%	225	0%	233	0%	233	0%	225	0%
City Hall	Furnace-2	2nd Floor Offices	2868	2738	5%	244	5%	236	5%	244	5%	244	5%	220	5%	244	5%	236	5%	244	5%	236	-48%	244	-48%	244	-48%	236	5%
City Hall	Furnace-3	2nd Flr Conf Rm.	2477	2738	-10%	210	-10%	204	-10%	210	-10%	210	-10%	190	-10%	210	-10%	204	-10%	210	-10%	204	-55%	210	-55%	210	-55%	204	-10%
City Hall	DDC Setback Savings	Reset unocc rm temps																											
City Hall	DDC Setback Savings	Reset hw temp based on oa																											
City Hall Total																													
Fire Station	RTU-1	Rescue Squad Rm	3650	4064	-10%	310	-13%	300	-13%	310	-13%	310	-13%	280	-13%	310	-13%	300	-13%	310	-13%	300	-54%	310	-54%	310	-54%	300	-13%
Fire Station	H&V-1 [using MAU-2]	Garage	0	1460	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%
Fire Station	MAU-1	Apparatus Rm	2491	1460	71%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%	508	112%	607	145%	708	186%	668	457%
Fire Station	AC-1	Meeting Rm	4745	980	384%	403	403 hrs	390	390 hrs	403	403 hrs	403	403 hrs	364	364 hrs	403	403 hrs	390	390 hrs	403	403 hrs	390	30%	403	30%	403	30%	390	390 hrs
Fire Station	Furnace-1/ Furnace-2	1st Flr and Bsmt	0	2670	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%
Fire Station	EF-2	Hose Tower	2768	980	182%	200	200 hrs	193	193 hrs	200	200 hrs	200	200 hrs	180	180 hrs	200	200 hrs	193	193 hrs	200	200 hrs	609	103%	200	-36%	200	-36%	193	193 hrs
Fire Station	EF-3	Apparatus Rm	5840	1460	300%	496	300%	480	300%	496	300%	496	300%	448	300%	496	300%	480	300%	496	300%	480	100%	496	100%	496	100%	480	300%
Fire Station	EF-4	Kitchen Hood	2692	3650	-26%	332	7%	321	7%	332	7%	332	7%	300	7%	332	7%	321	7%	332	7%	12	-98%	8	-99%	34	-95%	36	-88%
Fire Station	DDC Setback Savings	Reset unocc rm temps																											
Fire Station Total																													
Library	H&V-1	Basement	1139	782	46%	97	46%	94	46%	97	46%	97	46%	87	46%	97	46%	94	46%	97	46%	94	-27%	97	-27%	97	-27%	94	46%
Library	RTU-1	West Side	3702	3753	-1%	314	-5%	304	-5%	314	-5%	314	-5%	284	-5%	314	-5%	304	-5%	314	-5%	304	-49%	314	-49%	314	-49%	304	-5%
Library	RTU-2	Librarians Office	3650	3729	-2%	310	-6%	300	-6%	310	-6%	310	-6%	280	-6%	310	-6%	300	-6%	310	-6%	300	-49%	310	-49%	310	-49%	300	-6%
Library	RTU-3	Server Closet	4118	1029	300%	270	1483%	261	1483%	270	1483%	270	1483%	244	1483%	270	1483%	261	1483%	270	1483%	502	75%	587	98%	509	72%	402	2334%
Library	RTU-4	East Side	4747	3753	27%	328	-1%	317	-1%	328	-1%	328	-1%	296	-1%	328	-1%	317	-1%	328	-1%	695	17%	328	-47%	646	5%	510	58%
Library	ERV-1 (serves RTU-4)	East Side	3859	3753	3%	328	-1%	317	-1%	328	-1%	328	-1%	296	-1%	328	-1%	317	-1%	328	-1%	317	-47%	328	-47%	328	-47%	317	-1%
Library	EF-1 (serves ERV-1)	East Side	3859	3753	3%	328	-1%	317	-1%	328	-1%	328	-1%	296	-1%	328	-1%	317	-1%	328	-1%	317	-47%	328	-47%	328	-47%	317	-1%
Library	PRV-4	Conf Rm 105	5256	3504	50%	446	50%	432	50%	446	50%	446	50%	403	50%	446	50%	432	50%	446	50%	432	-25%	446	-25%	446	-25%	432	50%
Library	P-1	Hydronics	5686	4746	20%	483	-12%	467	-12%	483	-12%	483	-12%	436	-12%	483	-12%	467	-12%	483	-12%	467	-12%	483	-12%	483	-12%	467	-12%
Library	DDC Setback Savings	Reset hw temp based on oa																											
Library Total																													

MONTHLY TOTAL RUNTIME			Cumulative Total			October-17		November-17		December-17		January-18		February-18		March-18		April-18		May-18		June-18		July-18		August-18		September-18	
Facility	Unit	Serves	Total Runtime	Guarantee Hours	Deviation	Total Runtime	Deviation																						
Police Station	PRV-1	Cell Block Booking	8578	4380	96%	729	96%	705	96%	729	96%	729	96%	658	96%	729	96%	705	96%	729	96%	705	-2%	729	-2%	729	-2%	705	96%
Police Station	PRV-3	1st Flr Restrooms	8760	4380	100%	744	100%	720	100%	744	100%	744	100%	672	100%	744	100%	720	100%	744	100%	720	0%	744	0%	744	0%	720	100%
Police Station	IEF-1	Garage	2352	1460	61%	200	61%	193	61%	200	61%	200	61%	180	61%	200	61%	193	61%	200	61%	193	-19%	200	-19%	200	-19%	193	61%
Police Station	IEF-2	Garage	2886	1460	98%	200	61%	193	61%	200	61%	200	61%	180	61%	200	61%	193	61%	200	61%	193	-19%	734	196%	200	-19%	193	61%
Police Station	IEF-3	Elevator Mech Rm	2352	1460	61%	200	61%	193	61%	200	61%	200	61%	180	61%	200	61%	193	61%	200	61%	193	-19%	200	-19%	200	-19%	193	61%
Police Station	P-1	Hydronics	3308	2373	39%	372	35%	360	35%	372	35%	372	35%	336	35%	372	35%	360	35%	372	35%	81	-70%	81	-71%	84	-70%	146	-45%
Police Station	P-2	Hydronics	3308	2373	39%	372	35%	360	35%	372	35%	372	35%	336	35%	372	35%	360	35%	372	35%	81	-70%	81	-71%	84	-70%	146	-45%
Police Station	DDC Setback Savings	Reset hw temp based on oa																											
Police Station Total																													
Public Works	AC-1	Office Areas	5110	2507	104%	434	89%	420	89%	434	89%	434	89%	392	89%	434	89%	420	89%	434	89%	420	10%	434	10%	434	10%	420	89%
Public Works	ERV-1	AC-1	0	807	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%	0	-100%
Public Works	ERV-1	AC-1	0	132	-100%	0	0 hrs	0	-100%	0	-100%	0	-100%	0	0 hrs														
Public Works	MAU-1	Maintenance Bays	2183	1043	109%	78	-13%	75	-13%	78	-13%	78	-13%	70	-13%	78	-13%	75	-13%	78	-13%	714	317%	709	300%	78	-56%	75	-13%
Public Works	MAU-2	Garage	5517	1043	429%	438	395%	424	395%	438	395%	438	395%	396	395%	438	395%	424	395%	438	395%	612	257%	607	242%	438	148%	424	395%
Public Works	RE-1	Maintenance Bays	2682	1043	157%	199	125%	193	125%	199	125%	199	125%	180	125%	199	125%	193	125%	199	125%	279	63%	279	58%	279	58%	283	230%
Public Works	RE-3	Building Relief	1850	2507	-26%	199	-13%	193	-13%	199	-13%	199	-13%	180	-13%	199	-13%	193	-13%	199	-13%	68	-82%	68	-83%	69	-83%	84	-62%
Public Works	RE-4	Garage Rm 132	1597	1460	9%	199	61%	193	61%	199	61%	199	61%	180	61%	199	61%	193	61%	199	61%	9	-96%	9	-97%	9	-97%	9	-93%
Public Works	RE-5	Garage Rm 132	1765	1460	21%	199	61%	193	61%	199	61%	199	61%	180	61%	199	61%	193	61%	199	61%	51	-79%	51	-80%	51	-80%	51	-58%
Public Works	IP-3	Hydronics	3153	2373	33%	161	-42%	156	-42%	161	-42%	161	-42%	291	17%	322	17%	312	17%	322	17%	312	17%	322	17%	322	17%	312	17%
Public Works	IP-4	Hydronics	3153	2373	33%	161	-42%	156	-42%	161	-42%	161	-42%	291	17%	322	17%	312	17%	322	17%	312	17%	322	17%	322	17%	312	17%
Public Works	DDC Setback Savings	Reset unocc rm temps																											
Public Works	DDC Setback Savings	Reset hw temp based on oa																											
Public Works	AC-1 Recommissioning	AC-1 DA-T Reset																											
Public Works Total																													

The first line of ERV-1 is for Spring - Fall. The second line is for Summer.

Appendix B- Glossary of Terms

<i>actual cost</i>	Actual energy cost taken directly from utility bill.
<i>actual savings</i>	Savings derived through the Metrix™ program; baseline less actual costs. Positive actual savings indicate utility costs have been reduced after adjusting for weather and other variables in dollars.
<i>balance point</i>	(HtgDD), the outdoor temperature below which space heating is required or (ClgDD), the outdoor temperature above which space cooling is required.
<i>baseline</i>	The adjusted, tuned pre-retrofit bills (usually 1 year) used to compare to post-installation usage in order to calculate savings.
<i>baseline cost</i>	Cost calculated for the baseline using current rates.
<i>billed dollars</i>	Amount billed from utility company.
<i>bill matching</i>	Adjustment made by Metrix™ to account for differing number of days in the billing period before calculating cost avoidance.
<i>cost avoidance</i>	The difference between the baseline cost and the actual or SimActual cost in dollars.
<i>degree-day</i>	Unit representing one degree of difference between the balance point selected and the average temperature during one day.
<i>EER</i>	Energy Efficiency Ratio of cooling equipment defined as the cooling effect in BTU's divided by the power use in watts
<i>guarantee period</i>	Time period specified in contract for which Energy Services Group will guarantee energy savings.
<i>guarantee year</i>	Number identifying for which year the review is performed based on the number of years the guarantee is in effect.
<i>guaranteed savings</i>	Those savings Energy Services Group promises the customer through the use of maintenance programs, retrofits, upgrades and energy management systems.

<i>HVAC</i>	Industry standard abbreviation for Heating, Ventilating and Air Conditioning.
<i>HtgDD/ClgDD</i>	HtgDD = Heating degree-days ClgDD = Cooling degree-days
<i>kW</i>	Kilowatt - a unit of electrical power, equal to 1000 watts.
<i>kWh</i>	Kilowatt hours - a unit of electrical energy or work, equal to that done by one kilowatt acting for one hour.
<i>modification</i>	An allowance for changes in the facility which affect utility usage that occur while tracking the performance of a meter. Modifications correct both the actual and baseline usage and cost for meters.
<i>pre-installation</i>	Time period (start month and stop month, typically one year's time) that is used as a benchmark for comparison which consists of all energy bills applicable to the retrofit.
<i>R²</i>	A measure of how well the independent variable in a regression can explain changes in the dependent variable. An $R^2 = "1.0"$ indicates a perfect correlation.
<i>rate tariff</i>	Actual amount the utility company charges per unit of energy or demand; used by Metrix™ to calculate utility costs for the SimActual & Baseline scenarios.
<i>reference year</i>	The actual usage for designated baseline period.
<i>review period</i>	Time period for which savings are reported.
<i>runtime adjustment</i>	Adjustment made for those hours equipment has run beyond the operating hours specified in the contract.
<i>simactual</i>	The total cost for the billing period as calculated by Metrix™.
<i>weather adjustment</i>	Adjustment made by Metrix™ for weather variations using degree days.



Report Delivery Receipt

Honeywell has presented the Annual Cost Avoidance Report for City of Burlington. This report details energy and operational savings results for Guarantee Year 3 and indicates cost avoidance of \$88,185 for the year. The cumulative total cost avoidance through the end of Guarantee Year 3 is \$342,823 as compared to the cumulative total guarantee per the contract of \$298,577.

Please sign below to acknowledge receipt of this report. Your signature does not indicate acceptance of the results. If the results are not agreed upon, City of Burlington has sixty (60) days from the delivery date of this report to provide a detailed explanation and request for action, in writing, to the address below. Otherwise, the cost avoidance results will be deemed accepted.

Honeywell International, Inc.
Energy Analysis
3657 Maguire Blvd., Suite 100
Orlando, FL 32803

Received by:

Presented by:

Name (please print)

Name (please print)

Signature

Signature

Date

Date



DATE: December 3, 2019

SUBJECT: **RESOLUTION 4975(28)** - To approve an Agreement with Life Line Billing Systems as a Third Party Provider for City of Burlington Ambulance Billing Services.

SUBMITTED BY: Steven DeQuaker, Finance Director

BACKGROUND/HISTORY:

The City of Burlington Fire Department will be providing Ambulance services to the City of Burlington effective January 1, 2020. The City of Burlington provides this service on a Fee Per Use basis. The fees related to Ambulance services will be published and approved annually in the City of Burlington Rate Schedule.

In an effort to determine the feasibility of billing the users of Ambulance services, the City of Burlington Fire Department researched billing service companies. Life Line Billing Systems, LLC provides this service to the Town of Raymond, of which the Fire Chief is familiar. Accordingly, Life Line Billing Systems, LLC is well known for providing this type of service. The City of Burlington Fire Department and Finance Department staff recognize the detailed nature of such billings to Ambulance service users concerning; Personal Insurance Carrier, Medicare, and/or Medicaid providers.

Life Line Billing Systems, LLC provides this service on a fee per collected amount charge of 6% and for delinquent collected amounts of 24%. Most debt collection agencies are not skilled in dealing with Medicare/Medicaid billing. They also can charge up to 60% of the collected amount as a servicing fee. All accounts placed to collections would be approved by the City prior to collection activities.

Life Line Billing Systems, LLC analyzed the appropriate costs per call as well as determined base fees to be charged. They also helped in examining the original proposed budget.

BUDGET/FISCAL IMPACT:

Charges for this service are at 6% for normal collection and 24% for delinquent collections. Additionally, the 2020 EMS budget is proposing a 65% collection return, which is very conservative. Fees for collections have been included in the 2020 EMS Budget.

RECOMMENDATION:

Staff recommends approval of the agreement with Life Line Billing Systems, LLC.

TIMING/IMPLEMENTATION:

This item is for discussion at the December 3, 2019 Committee of the Whole meeting, and is scheduled for final consideration at the December 17, 2019 Common Council meeting.

Attachments

- Res 4975(28) Life Line Billing Services Agreement
 - Master Agreement
 - Account Servicing Agreement
 - Account Collections Agreement
-

**A RESOLUTION APPROVING AN AGREEMENT WITH
LIFE LINE BILLING SYSTEMS LLC AS A THIRD PARTY PROVIDER
FOR CITY OF BURLINGTON AMBULANCE BILLING SERVICES**

WHEREAS, the City of Burlington Fire Department will be providing Ambulance services to the City of Burlington effective January 1, 2020; and,

WHEREAS, the City of Burlington provides Ambulance services on a Fee Per Use basis; and,

WHEREAS, the fees related to Ambulance services have been duly published in the City of Burlington Rate Schedule; and,

WHEREAS, in an effort to determine the feasibility of billing users of Ambulance services, the City of Burlington Fire Department has researched billing service companies who provide this type of service; and,

WHEREAS, the City of Burlington Fire Department and Finance Department staff recognize the detailed nature of such billings to Ambulance service users personal Insurance Carrier and/or Medicare and/or Medicaid providers; and,

WHEREAS, Life Line Billing Systems, LLC provides such services on a fee basis for this billing service, and has been thoroughly reviewed and reference checked by the Fire Chief and Finance Director for the City of Burlington;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington, Racine County and Walworth County, State of Wisconsin that the City of Burlington shall enter into an agreement with Life Line Billing Services, LLC to provide billing services to Ambulance Service users, attached hereto as Attachment "A".

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized and directed to execute this agreement on behalf of the City.

Introduced: December 3, 2019
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

**LIFE LINE BILLING SYSTEMS, LLC
MASTER SERVICES AGREEMENT**

This MASTER SERVICES AGREEMENT (the “Agreement”) is made and entered into as of the 1st day of January, 2020 (the “Effective Date”) by and between City of Burlington (herein referred to as “Client”), an entity duly organized and existing under the laws of the State of Wisconsin with principal offices located at Burlington City Hall, 300 North Pine Street, Burlington, Wisconsin 53105 and Life Line Billing Systems, LLC, d/b/a LifeQuest Services, a limited liability company duly organized and existing under the laws of the State of Delaware, whose notice address is N2930 State Road 22, Wautoma, Wisconsin 54982 (hereinafter referred to as “Agency”). Client and Agency are referred to herein individually as “Party” and, collectively, as the “Parties”.

RECITALS

WHEREAS, Client is engaged in the business of providing various services to customers resulting in account balances owed and desires to receive Services from Agency;

WHEREAS, Agency is engaged in the business of providing various accounts receivable management services and systems and is willing to provide services to Client in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, it is the intention of the Parties to establish this Agreement to govern the respective rights, duties and obligations of the Parties with respect to the services and matters related thereto.

NOW, THEREFORE, in consideration of the above promises and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. DEFINITIONS.

- 1.1. “Account(s)” or “Customer Account(s)” generally refers to Client accounts for the servicing or collection of an outstanding balance due, as may be further defined by an applicable Statement of Work or Exhibit.
- 1.2. “Account Information” is all information related to an Account including, but not limited to, personally identifiable information, balance and service information.
- 1.3. “Agreement” is this Master Services Agreement, including all Statements of Work, Exhibits, and any other documents that are incorporated herein by reference, as may be amended by the Parties per the terms of this Agreement.
- 1.4. “Client Data” is all Client information that Client provides to Agency or that otherwise comes into Agency’s possession pursuant to this Agreement, including Account or Consumer Information.
- 1.5. “Client Systems” is any computers, equipment, systems, or applications owned or licensed by Client or a Client Third Party Client that may be used or accessed by Agency in connection with the Services.

- 1.6. “Consumer Information” means customer information as defined in 16 C.F.R. § 314.2(b) as well as any information that identifies a customer or consumer (as such terms are defined by the Gramm-Leach-Bliley Act of 1999 (15 U.S.C. § 6801 et seq.), as amended from time to time) and information from which a customer’s or consumer’s identity can be ascertained, either from the information itself or by combining the information with information from other sources, including any information provided by Client to Agency, or that Agency shares with Client, that relates to an individual.
- 1.7. “Customer” means a person who is a customer of Client who purchases good or services from Client resulting in an Account.
- 1.8. “Services” means all services performed by Agency for Client as set forth in a Statement of Work, or other Exhibit.
- 1.9. “Statement(s) of Work” or “SOW” mean the description of the Services provided under the Agreement as mutually agreed upon by the Parties.

2. SERVICES.

- 2.1. **Statement of Work.** During the Term (as defined below) of this Agreement, Client shall place Accounts with Agency for Agency to provide specific Services as described in the SOW(s) attached hereto and incorporated by reference. Should an SOW not be agreed upon by the Parties, this Agreement shall be terminated effective immediately with no recourse, consequence, or penalty to either Party.
- 2.2. **Reporting.** Agency shall supply appropriate reporting and information to Client regarding Agency’s provision of the Services as further described in an SOW or other Exhibit.
- 2.3. **Receipt of Payment.** Any collections received by Agency for a Customer Account shall be deposited immediately by Agency to a separate account maintained in a federally insured financial institution on behalf of Client.
- 2.4. **Cessation of Activity.** Client has the right to request Agency cease the servicing of any individual Account(s) upon Agency’s receipt of written Notice from Client.
- 2.5. **Legal Action.** Agency will not initiate legal action on any Account without the prior express written authorization by Client. Should Client desire Agency to initiate legal action on accounts, such terms shall be prepared under a separate SOW.
- 2.6. **Exclusivity.** Client hereby acknowledges that Agency is the exclusive provider of the Services specified herein, or otherwise referenced in an SOW or Exhibit, to Service Provider.
- 2.7. **Property.** Depending on the Services provided, Agency may provide Client with computers, equipment, and accessories (“Hardware”). If Agency provides Hardware to Client, Client agrees to:

- 2.7.1. Use the Hardware for purposes only related to the Services;
- 2.7.2. Not share the Hardware with any other person;
- 2.7.3. Maintain the Hardware in good working order, including making necessary software updates, and is responsible for any maintenance of such hardware;
- 2.7.4. Return any Hardware upon immediate request by Agency, or within ten (10) business days after termination of an SOW or this Agreement.

3. TERMS OF PAYMENT.

- 3.1. **Fees.** In consideration of Agency providing the Services, Client shall pay to Agency fees (“Fees”) to be determined as set forth in the SOW Account Servicing and SOW Account Collections.
- 3.2. **Invoice.** Agency shall provide Client with a monthly invoice setting forth the Fees and amounts due Agency for the Services. Client will pay any undisputed Fees within thirty (30) days following its receipt of the invoice. If requested by Client, Agency invoices will contain such additional detail as the Parties shall mutually agree, which additional detail shall be identified in the SOW or other Exhibit.
- 3.3. **Dispute.** Client shall set forth in writing any amount(s) disputed in good faith and the basis or reason for the dispute, which shall be reasonably detailed (“Dispute Notice”). The Dispute Notice must be received by Agency on or prior to the payment due date of the invoice disputed. Upon receipt of the Dispute Notice, both Parties shall make reasonable, diligent, good faith efforts to resolve the dispute as soon as possible.
- 3.4. **Payment.** Any amounts not disputed in the manner required in this Section, or which have been resolved to be paid pursuant to this Section, if not paid within five (5) days of the date due or the date of resolution as applicable) (a “Payment Default”), shall bear interest until paid at the rate of twelve percent (12%) per annum or the highest rate allowed by applicable law (and payments received from Client shall, unless the interest Fees are waived in writing by Agency, be applied first to accrued and unpaid interest, and then to reduce the amount owed). In addition, in the event of a Payment Default, Agency may, in addition to all of its other rights and remedies hereunder, at law or in equity, terminate this Agreement upon five (5) days written Notice to Client, unless Client pays to Agency in cleared funds within such five-day period all amounts then due or owing to Agency.
- 3.5. **Lien.** Client provides Agency a lien on any checking, savings, or other bank account used by Agency to facilitate receipt of payment for any customer account to be transmitted to Client until Fees are received by Agency.
- 3.6. **Electronic Funds Transfer.** When a check is used by Client for Agency’s payment, Client authorizes Agency to either use information from any check received by Agency to make a one-time EFT from the applicable account or to process the payment as a check transaction. When Agency uses an EFT, funds may be withdrawn from the applicable account as soon as the same day Agency receives payment and Client will not receive a cancelled check back from its financial institution.

3.7. Reasonable Costs. Client shall compensate Agency for all reasonable costs incurred by Agency which are required in special instances to properly provide its Services. Any such costs that have a cumulative amount of over Five Hundred Dollars (\$500.00) shall require the prior written approval of the City Administrator.

3.8. Enforcement. In any litigation between the parties pertaining to, and/or arising, under this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable actual attorney's fees.

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

4.1. Client Representations and Warranties. As an inducement to Agency to enter into this Agreement, Client represents and warrants, to the best of the notice or knowledge of the City Administrator, to Agency and agrees to the following:

4.1.1. Client has the power and authority to place Accounts with Agency for Agency to provide Services.

4.1.2. Any amounts, fees, interest, or charges owing on the Accounts are authorized by law or the underlying agreement creating the amount due.

4.1.3. Client shall provide Agency with accurate and timely Consumer and Account Information necessary to provide Services on Client's behalf, including, but not limited to, accurate balance information.

4.1.4. Client maintains in its possession all documentation sufficient to prove the accuracy of the information on any Account placed with Agency.

4.1.5. Accounts placed with Agency: (a) have not been discharged in bankruptcy or included in a presently pending bankruptcy; (b) have not been disputed, settled, or paid-in-full; (c) are not being represented or managed by a consumer attorney; and (d) have not been the subject of any previous litigation.

4.1.6. Client shall promptly notify Agency of any and all notices received by Client or Client representatives from a Customer with respect to an Account, or regarding Agency's Services regarding any Account.

4.1.7. Client shall promptly notify Agency of Client's actual knowledge of any of the following events: (i) any customer of an Account files bankruptcy, is represented by an attorney or has submitted a dispute(s) regarding any Account placed with Agency, or is the subject of a complaint or a cease and desist notification by a debtor during the time in which Agency is providing Services; or (ii) Client receives any direct or indirect payment on an Account or a returned check on any such payment during the time in which Agency is providing Services to Client.

4.1.8. Client owns or otherwise enjoys all licenses or other rights in its Systems necessary to provide any required interface with Agency's Systems.

4.1.9. Client shall maintain Client Systems, and Hardware if provided by Agency, and its infrastructure at all times in good working order and repair consistent with industry IT standards and the requirements of this Agreement.

4.1.10. Other than as expressly set forth in this Agreement, Client makes no representations or warranties, express or implied, concerning the Accounts.

4.2. Agency Representations and Warranties. As an inducement to Client to enter into this Agreement, Agency represents and warrants to Client and agrees to the following:

4.2.1. Agency shall perform Services in a competent and business-like manner, and shall maintain its systems and employ personnel in compliance in all material respects with all federal, state and local laws, rules and regulations (collectively, "Laws") applicable to Agency and Client and in accordance with this Agreement and SOW, respectively.

4.2.2. Agency shall obtain and maintain all necessary licenses or registrations to perform the Services under this Agreement.

4.2.3. Agency owns or otherwise enjoys all licenses or other rights in the systems necessary to provide the interface with Client Systems and to perform the Services;

4.2.4. Agency shall maintain its systems and infrastructure at all times in good working order and repair consistent with IT standards and the requirements of this Agreement.

4.2.5. Other than as expressly set forth in this Agreement, Agency makes no representations or warranties, express or implied, concerning the Services.

5. INDEPENDENT CONTRACTOR STATUS. Agency, including any and all Agency personnel, will perform the Services under the terms of this Agreement as an independent contractor. Agency and its agents shall not be, or represent themselves to be, officers, employees, agents or representatives of Client and will not bind, or attempt to bind, Client to any agreement, liability or obligation of any nature. This Agreement is not intended to create, nor does it create and shall not be construed to create, a relationship of partners, joint venturers, fiduciaries or any association for profit between and among the Parties or any of their respective affiliates. Nothing in this Agreement shall be construed as prohibiting or restricting Agency from providing services similar to the Services to other clients of Agency, provided that Agency does not violate any of its obligations under this Agreement including Agency confidentiality obligations thereunder.

6. COMPLIANCE WITH LAW.

6.1. Generally. Agency shall comply with all federal, state and local statutes, ordinances, regulations, or guidance in its performance of any Services performed pursuant to this Agreement.

6.2. Protection of Data. Agency will maintain safeguards and take technical, physical and organizational precautions to protect Client Data against loss, destruction, alteration, unauthorized access by or disclosure to third parties while in the possession or under the control of Agency.

6.3. PCI Compliance. Agency will all times protect cardholder data, for Accounts serviced for Client, in its possession or in its systems as required by Payment Card Industry Data Security Standards (PCI DSS).

6.4. HIPAA Compliance. Agency shall, in accordance with all applicable Laws, including, without limitation, the applicable requirements of the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009, and the regulations promulgated thereunder from time to time (collectively, the "HIPAA Rules"), maintain and safeguard the confidentiality of all patient information received or generated in connection with the services provided under this Agreement. Additionally, as required under the business associate provisions of the HIPAA Rules, Agency agrees to be bound by the language set forth in the separate Business Associate Agreement (a copy of which is attached as [Exhibit A]), which Business Associate Agreement is incorporated by reference into this Agreement. Agency agrees to take such action as is necessary to amend this Agreement and the Business Associate Agreement from time to time as may be necessary to comply with the requirements of the HIPAA Rules.

7. TERM AND TERMINATION.

7.1. Term. This Agreement shall commence on the Effective Date set forth above for a period of 36 months or 3 years (the "Initial Term"). Upon expiration of the Initial Term and unless otherwise terminated, this Agreement can be extended and consecutively renewed for 36 months or 3 years (each subsequent period shall be generally referred to herein as "Subsequent Term(s)"). The Initial Term and Subsequent Term(s) shall be jointly referred to as "Term".

7.2. Termination for Cause. If, during the Term, either Party is in breach of this Agreement, the non-breaching Party may give written Notice of such breach to the breaching Party and the breaching Party shall have an opportunity to cure the breach within thirty (30) days of such Notice. If such breach is not cured within such thirty (30) day period, the non-breaching Party may immediately terminate this Agreement by subsequent written Notice to the Party in breach.

7.3. Termination for Convenience. Notwithstanding any provision to the contrary, this Agreement, whether in its entirety or in part with respect to one or more Statements of Work, may be terminated without cause by either Party upon at least ninety (90) day's written Notice to the other Party.

7.4. Termination for Insolvency/Discontinuance of Business. This Agreement may be terminated immediately by a Party upon written Notice to the other Party: (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceeding for the settlement of the other Party's debts; (ii) upon the other Party making an assignment for the benefit of creditors; or (iii) upon the other Party's dissolution or ceasing to do business.

7.5. Records Disclosure after Termination. Unless otherwise required by law or this Agreement, after termination of this Agreement Agency is not responsible to furnish Client with Account or Consumer Information.

7.6. Payment upon Termination. With respect to any termination of the Services (regardless of the reason), Client shall pay Agency any accrued but unpaid Fees and amounts due for Services performed through the effective date of termination in accordance with the invoices issued or to be issued by Agency therefor. Client shall also pay Agency any accrued and/or unpaid Fees for amounts due for any Customer payment received by Client due to Services performed by Agency up to one-hundred twenty (120) days after the date of termination.

8. CONFIDENTIAL INFORMATION.

8.1. Generally. In connection with the performance of the Services (including all periods prior hereto during which proposals to perform the Services were being made and the Services were being evaluated), each of the Parties has or may have disclosed, or will or may disclose to the other Party certain confidential and/or proprietary information and materials, including, but not limited to, trade secrets, products or services, customers, business and marketing strategies, software programs, methods, inventions, processes and techniques, and/or other information identified by the Disclosing Party as confidential and proprietary (collectively, "Confidential Information"). With respect to Client, Confidential Information also expressly includes, but is not limited to, all Account Information and Consumer Information (as defined herein).

8.2. Permitted Uses. For purposes of this Section, a Party who has disclosed or discloses its Confidential Information is referred to as the "Disclosing Party" and the Party to whom such Confidential Information is disclosed is referred to as the "Receiving Party". Except as set forth below, the Receiving Party shall not disclose to any person or entity any Confidential Information of the Disclosing Party that is disclosed to, or is otherwise obtained by or becomes known to the Receiving Party. The Receiving Party shall not use any Confidential Information of the Disclosing Party for any purpose other than to perform its obligations or enforce its rights under this Agreement ("Permitted Uses").

8.3. Limited Use and Disclosure. The Receiving Party may use the Confidential Information of the Disclosing Party only to perform its obligations or enforce its rights under this Agreement. The Receiving Party may disclose the Confidential Information of the Disclosing Party only to those employees, agents, attorneys and advisors of the Receiving Party who need to know such Confidential Information in order for the Receiving Party to make use effectively of it for the Services and rights and obligations arising under this Agreement. All such employees or other persons receiving such information shall first inform other persons who need to know such information of the aforementioned confidentiality obligations and shall obtain each person's consent to maintain the confidential nature of said information before disclosure. The Receiving Party shall be responsible for any unauthorized disclosure or use of the Disclosing Party's Confidential Information by such employees, agents, attorneys, advisors, or others.

8.4. Care and Notice. The Receiving Party shall protect and maintain the confidentiality of the Confidential Information of the Disclosing Party using at least the same level of care (but no less than reasonable care) that the Receiving Party uses to protect and maintain the confidentiality of its own Confidential Information. Each Party agrees to give the other immediate written Notice of any unauthorized access to or disclosure of Confidential Information.

8.5. Request for Disclosure. During the Term, in the event that the Receiving Party receives a request to disclose all or any part of the Confidential Information under an order or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body, the Receiving Party shall immediately notify the other Party of the existence, terms and circumstances surrounding such request and if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain from such court, agency or body an order, stipulation or other reliable assurance acceptable to the Disclosing Party that confidential treatment will be accorded to such portion of the Confidential Information to be disclosed. The Disclosing Party shall indemnify and keep indemnified the Receiving Party in full on demand from and against any and all legal fees, costs and expenses incurred in the Receiving Party's effort to comply with this provision.

8.6. Permitted Use and Disclosure. Notwithstanding the foregoing provisions, the obligations of the Receiving Party herein shall not apply to information and materials that:

8.6.1. As of the Effective Date of this Agreement, is in or at any time thereafter comes into, the public domain or is otherwise generally known at the time obtained by the Receiving Party or the time of disclosure, other than through a breach of this Agreement by the Receiving Party;

8.6.2. Can be shown by the Receiving Party to have been known to the Receiving Party prior to it being disclosed to it by the Disclosing Party;

8.6.3. Subsequently comes into the possession of either Party from a third party which had a lawful right to disclose such information without restriction or which is independently developed by such third party;

8.6.4. Is disclosed, pursuant to legal or regulatory requirements including, but not limited to, information and materials provided to medical personnel, and/or information and materials required to be disclosed under the Wisconsin Open Records Laws; or

8.6.5. The Receiving Party has written authority from the other Party to disclose it.

8.7. Return or Destruction. Except as otherwise required by law, at the request of the Disclosing Party during or upon termination of this Agreement, each Receiving Party shall, as promptly as practicable, deliver to the Disclosing Party all Confidential Information of the Disclosing Party then in the Receiving Party's possession or under the Receiving Party's control or, in lieu thereof, the Receiving Party may destroy all of the Receiving Party's copies of such Confidential Information and certify to the Disclosing Party in writing that such destruction has been accomplished; provided, however, in all events, the Receiving Party may retain one copy of such Confidential Information solely for archival purposes and which may be used only to demonstrate what was received from the Disclosing Party (or developed or maintained for the Disclosing Party) in connection with any dispute regarding the same which may arise.

8.8. Injunctive Relief. In the event of a breach or threatened breach by the Receiving Party of its obligations under this Agreement, in addition to any other rights or remedies under the law, the Disclosing Party shall be entitled to seek injunctive relief (without being required to post bond or other security) to prevent or restrain, or limit the effects of, as applicable or appropriate, such breach or threatened breach.

9. INTELLECTUAL PROPERTY RIGHTS.

9.1. Definition. For purposes of this Agreement, “Intellectual Property” shall mean all software or other intellectual property (including any writings, discoveries, inventions or other materials of a Party covered by any rights of copyright, trademark or patent or any rights similar thereto, whether registered or unregistered, or otherwise protectable as trade secret, proprietary or confidential information) owned or developed by, or otherwise proprietary to a Party. Intellectual Property shall also include all computer programs, (including any source code, object code, enhancements and modifications, all files, including input and output materials, all documentation related to such computer programs and files), all media upon which any such computer programs, files and documentation are located and all related material that are used by, developed for, or paid for by a Party for use in connection with the Services hereunder or otherwise in its business, as well as all reports, technology, training materials, forms, specifications, and other intellectual property owned or developed by or proprietary to the Party, for use in connection with the Services hereunder or otherwise in its business.

9.2. Rights in Intellectual Property. All Intellectual Property of a Party is and will remain the property and confidential information of that Party or its third-party licensors, and the other Party shall have no right, title or interest therein except to the extent of such limited right to use such particular portions thereof as are necessary to enable the Parties to perform their respective obligations hereunder or except as may otherwise be provided in any separate license agreements. No use of Intellectual Property at or in connection with any Services or Systems shall confer any rights in such Intellectual Property to the other Party.

10. LIMITATION OF LIABILITY.

10.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, CONTINGENT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. NOTWITHSTANDING THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 10.1 ABOVE, SUCH LIMITATIONS SHALL NOT APPLY TO EITHER PARTY’S: (I) INDEMNIFICATION OBLIGATIONS; (II) BREACH OF ITS CONFIDENTIALITY, DATA SECURITY OR PRIVACY OBLIGATIONS; (III) WILLFUL MISCONDUCT, RECKLESSNESS AND/OR NEGLIGENCE AND/OR (IV) FRAUD OR VIOLATION OF LAW.

11. INDEMNIFICATION.

11.1. Indemnification by Client. Client shall indemnify, defend (with counsel acceptable to Agency) and hold harmless Agency (including its respective officers, directors, employees, agents, successors and assigns) from and against any and all losses, damages, claims, suits, actions, and costs of any kind, including reasonable costs of investigation or defense (including attorneys’ fees), that arise or are alleged to have arisen out of, or in connection with to the best of the notice or knowledge of the City Administrator: (a) any claim of a Customer for breach of the

Customer's Account agreement with Client; (b) any Customer or third party claim arising out of or in connection with Client's breach of its obligations under this Agreement; (c) omissions of material fact by Client, including but not limited to: (i) the failure of Client to fully, completely, accurately and adequately report information for purposes of Agency performing Services; or (ii) the failure to notify Agency of Customer who are protected under the bankruptcy laws at the time of submission, or within twenty-four (24) hours of receiving notice in cases where Client is notified of bankruptcy after submission; (d) the inaccuracy of any Account information provided by Client to Agency; or (e) any specific disclosure, statement, or other obligation required by Client for Agency to satisfy when performing Services under this Agreement. It is understood and agreed that this acknowledgment is given as a full release of liability to the Agency.

11.2. Indemnification by Agency. Agency agrees to indemnify, defend and hold harmless Client (including its respective officers, directors, employees, agents, successors and assigns) from and against any and all losses, damages, claims, suits, actions, and costs of any kind, including reasonable costs of investigation or defense (including attorneys' fees), that arise or are alleged to have arisen out of, or in connection with: (a) the negligence or misconduct of Agency or its personnel arising from the performance or nonperformance of Services; or (b) Agency's breach of its obligations under this Agreement. It is understood and agreed that this acknowledgment is given as a full release of liability to the Client.

12. INSURANCE.

12.1. Requirements. For and during the Term of this Agreement, Agency will secure and maintain at its own expense insurance of the type and in the amounts set forth below:

12.1.1. Commercial general liability insurance coverage of not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) in the aggregate.

12.1.2. Professional errors and omissions liability insurance of not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) in the aggregate.

12.1.3. Umbrella liability insurance with respect to workers' compensation and commercial general liability in an amount not less than \$5,000,000 combined single limit.

12.2. Subcontractors. Unless agreed otherwise in writing by Client, Agency shall require any subcontractor providing services under this Agreement to carry insurance in form and amounts consistent with the foregoing policies required in this section. Agency shall obtain certificates of insurance evidencing such coverage prior to the commencement of services or by the subcontractor.

13. FORCE MAJEURE. If all or any part of either Party's performance of its obligations under this Agreement is prevented, hindered or delayed or otherwise made impracticable by reason of fires, explosions, lightning, windstorm, tornadoes, earthquakes, vandalism, theft, accidents, acts of war or breaches of the peace, riots, civil disturbances, labor disturbances, strikes, lockouts, compliance with law or governmental regulation or other causes of like or different character beyond the control of either

Party (each a “Force Majeure Event”), the Party whose performance is thus prevented, hindered or delayed (the “Hindered Party”) shall be excused from such performance during the continuance of any such contingency and for so long as such contingency shall continue to prevent, hinder or delay such performance; provided, however, that in the case of any contingency the Hindered Party shall use its best efforts to overcome the cause and effect of such contingency; and provided, further, that if such Force Majeure Event shall prevent the Hindered Party from performing its obligations hereunder for more than two consecutive weeks, the other Party shall be entitled to terminate this Agreement immediately upon giving of written Notice to the Hindered Party.

14. BUSINESS CONTINUITY AND DISASTER RECOVERY. Agency currently has and will maintain an appropriate disaster recovery, business continuity and contingency plan, including applicable policies and procedures (collectively, the “DRBC Plan”). The DRBC Plan will provide for continued operation in the event of a catastrophic event affecting Agency’s business operations and will be in accordance with internationally accepted business continuity, contingency and disaster recovery planning standards, procedures and practices.

15. CO-OPERATION. The Parties agree to cooperate fully with each other and to provide any assistance necessary in connection with any lawsuit, proceeding, investigation, security breaches or similar situations that relate to the Services or which may involve the Parties, their employees or agents.

16. SURVIVAL OF TERMS. Upon expiration or termination of this Agreement for any reason, the Parties will have no further obligations hereunder, except as set forth in Sections 4 (Representations, Warranties and Covenants), 5 (Independent Contractor Status), 6 (Compliance with Law), 8 (Confidential Information), 10 (Limitation of Liability), 11 (Indemnification), and 12 (Insurance) herein, which will survive termination of this Agreement.

17. GENERAL PROVISIONS.

17.1. Recitals. The recitals set forth above are hereby incorporated into this Agreement by reference.

17.2. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

17.3. Entire Agreement. This Agreement, and all attachments, exhibits, and mutually approved SOWs constitutes the entire agreement between Client and Agency regarding the subject matter of this Agreement, and supersedes all previous understandings, agreements and commitments, whether written or oral, between the Parties hereto with respect to the subject matter hereof and fully and finally sets forth the entire Agreement between the Parties hereto.

17.4. Amendments. Except as otherwise provided by the Agreement, SOW, or Exhibit, this Agreement, as well as any attachments, exhibits, or statements of work, shall not be amended or modified except in writing signed by both Parties.

17.5. Waiver. No waiver by either Party of any breach by the other Party of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or

any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

- 17.6. Assignment.** Neither Party may assign or transfer any interest under this Agreement without the prior written consent of the other Party, not to be unreasonably withheld, conditioned or delayed; provided that Agency may assign this Agreement, without any prior written consent from Client, to an affiliate or subsidiary of Agency or of Agency's parent company to assume responsibility for Agency's obligations under this Agreement.
- 17.7. Severability.** If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, such provision, to the extent it is illegal, invalid or unenforceable, will be deemed omitted, but the remaining provisions shall not be affected in any way; and, to the extent permitted and possible, the invalid or unenforceable term or clause shall be deemed replaced by a term or clause that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or clause.
- 17.8. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but except as hereinafter provided, nothing in this Agreement is to be construed as an authorization or right of any Party to assign its rights or delegate its duties under this Agreement as provided in Section 18.6.
- 17.9. Notices.** Any notice required or permitted to be given under this Agreement shall be sufficient if given: (i) in writing and personally delivered; (ii) sent by certified mail, postage prepaid, to the address set forth below or other notice address as designated in writing between the Parties prior to delivery and shall be effective and duly delivered on the day of personal or courier delivery; (iii) via electronic mail to an electronic mail address as set forth below and shall be effective and duly delivered upon the sending Party's confirmation of receiving Party's receipt of electronic notice; or (iv) via electronic facsimile transmission to the name, address and facsimile number of the receiving Party as designated in writing between the Parties prior to delivery and shall be effective and duly delivered upon the sending Party's receipt of confirmation ("Notice").

Client: City of Burlington
Attn: City Administrator
Attn: City Clerk
Cc: City Fire Chief
300 North Pine Street, Burlington,
Wisconsin 53105

Agency: Life Line Billing Systems, LLC,
d/b/a LifeQuest Services
Attn: Michael Finn
N2930 State Road 22
Wautoma, Wisconsin 54982
Fax: (844) 860-8670
E-mail: mfinn@lifequest-services.com

- 17.10. Choice of Law; Venue.** This Agreement, including the documents, instruments and agreements to be executed and/or delivered by the Parties pursuant hereto, shall be construed, governed by and enforced in accordance with the laws of the state of Wisconsin, without giving effect to the principles of conflicts of laws thereof. The Parties agree that any disputes arising out of or related to this Agreement shall be venued solely and exclusively in the Racine County Circuit

Courts, located in Racine, Wisconsin, and the Parties hereby consent to and submit to the personal jurisdiction of such courts. **EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.**

17.11. Attorneys' Fees and Costs. Unless otherwise stated under this Agreement, if any legal action or other proceeding relating to this Agreement, the Services contemplated hereby, or the enforcement of any provision of this Agreement is brought by any Party, each Party shall be responsible for their own attorneys' fees, unless otherwise stated in this Agreement, or if an action brought forth is deemed frivolous by a court of law, in which case the Party bringing the frivolous action shall be responsible for any attorneys' fees incurred.

17.12. Counterparts. This Agreement may be executed and delivered in counterparts, and delivered by PDF, facsimile transmission, or electronic transmission, and all such counterparts shall constitute one agreement, and all of such PDF or facsimile or electronic signatures shall be as binding as are original signatures delivered in person.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date first set forth above.

Client:
City of Burlington

Agency:
Life Line Billing Systems, LLC d/b/a
LifeQuest Services

By: Jeannie Hefty
Its: Mayor

By: Michael J. Finn
Its: Chief Executive Officer

Attest:

By: Diahnn Halbach
Its: City Clerk

EXHIBIT A

LIFE LINE BILLING SYSTEMS, LLC BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (the “Agreement”) is made and entered into as of this 1st day of January, 2020 (the “Effective Date”) by and between the City of Burlington (hereinafter referred to as “Covered Entity”), and Life Line Billing Systems, LLC, d/b/a LifeQuest Services (hereinafter referred to as “Business Associate”). Covered Entity and Business Associate are referred to herein individually as “Party” and, collectively, as the “Parties”.

RECITALS

WHEREAS, pursuant to the Health Information Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) the United States Department of Health and Human Services promulgated HIPAA Regulations (further defined below) governing the privacy and security of certain health information.

WHEREAS, Covered Entity and Business Associate have entered into an agreement (the “Master Services Agreement”), pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, receive, create and use Personal Health Information that is confidential and subject to protection under state and/or federal law.

NOW, THEREFORE, in consideration of the promises in the Master Services Agreement, provided the Parties have entered into a Master Services Agreement, and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. SCOPE AND PURPOSE.

1.1. Purpose. Business Associate and Covered Entity recognize that it may become necessary to exchange individually identifiable health information (also referred to as “Protected Health Information” as defined in HIPAA in order to carry out each Parties’ obligations under the Master Services Agreement. In order to comply with the Privacy, Security, Breach Notification, and Enforcement Rules, Business Associate and Covered Entity hereby agree that their actions with regard to the exchange of, use, disclosure, or access to Protected Health Information by themselves, their employees, authorized agents and representatives shall, at all times, be governed by the terms of this Agreement to assure the confidentiality of Protected Health Information.

1.2. Incorporation by Reference. The Master Services Agreement, including any applicable Statement of Work or Exhibit, as referenced above, is hereby incorporated by reference into this Agreement. In the event of any conflict between the terms of the Master Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.

2. DEFINITIONS.

2.1. Catch-all Definition. The following terms used in this Agreement 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.

2.2. Specific Definitions.

2.2.1. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the Party to this Agreement, shall mean the Business Associate referenced at the beginning of this Agreement.

2.2.2. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the Party to this Agreement, shall mean Covered Entity referenced at the beginning of this Agreement.

2.2.3. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

3.1. Business Associate agrees to:

3.1.1. Not use or disclose PHI other than as permitted or required by this Agreement or as required by law;

3.1.2. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;

3.1.3. No later than forty-eight (48) hours after discovery of the unauthorized use or disclosure of PHI, a breach, or a Security Incident, report to Covered Entity such event, and take prompt corrective action to cure any deficiencies;

3.1.4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents or subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

- 3.1.5.** Make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- 3.1.6.** Make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Covered Entity with written Notice given at least ten (10) business days to Business Associate, pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
- 3.1.7.** Maintain and make available to the Covered Entity the information required to provide an accounting of disclosures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
- 3.1.8.** To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- 3.1.9.** Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

- 4.1.** Business Associate may only use or disclose PHI as necessary to perform the Services set forth in the Master Services Agreement and any corresponding Statement of Work or Exhibit.
- 4.2.** Business Associate may use or disclose PHI as required by law.
- 4.3.** Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- 4.4.** Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below:
 - 4.4.1.** Business Associate may use PHI for the proper management and administration of the business associate or to carry out the legal responsibilities of the Business Associate.
 - 4.4.2.** Business Associate may use and/or disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by

law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- 4.4.3.** Business Associate may use and/or disclose PHI to provide data aggregation services relating to the health care operations of the Covered Entity. The Parties agree that any PHI provided to Business Associate hereunder which is later de-identified and therefore no longer identifies a patient, will no longer be subject to the provisions set forth in this Agreement.

5. PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS.

- 5.1.** Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 5.2.** Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 5.3.** Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY.

- 6.1.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except to the extent that Business Associate will use or disclose PHI for, and the Master Services Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

7. TERM AND TERMINATION.

- 7.1. Term.** The Term of this Agreement shall be effective as of the Effective Date and shall terminate on the date of the termination of the Master Services Agreement, or on the date Covered Entity terminates for cause as authorized below, whichever is sooner.

7.1.1. Termination for Breach. If either Business Associate or Covered Entity knows of a pattern of activity or practice of the other that constitutes a material breach or violation of the Party's obligations under the provisions of this Agreement, then the non-breaching Party shall send written Notice to the breaching Party describing the other Party's failure in detail and affording that Party a thirty (30) day period in which to cure such failure. If the Party's efforts to cure such breach or end such violation are unsuccessful, the other Party shall either: (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, the Party discovering the breach shall report the other's breach or violation to the Secretary of HHS (see 45 CFR § 164.504(e)(1)(ii)).

7.1.2. Termination for Convenience. Notwithstanding any provision to the contrary, this Agreement, whether in its entirety or in part with respect to one or more Statements of Work, may be terminated without cause by either Party upon at least ninety (90) day's written Notice to the other Party.

7.2. Obligations of Business Associate Upon Termination. Within thirty (30) calendar days of termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

7.2.1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

7.2.2. Return to Covered entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;

7.2.3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

7.2.4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

7.2.5. Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

7.3. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

8. MISCELLANEOUS.

8.1. Amendment to Comply with Law. The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with Covered Entity concerning the terms of an amendment to this Agreement embodying written assurances to the extent necessary to allow Covered Entity to comply with amendments to the standards and requirements of the HIPAA Rules.

8.2. Litigation or Administrative Proceedings.

8.2.1. Assistance in Proceedings. Each Party shall make itself and any subcontractors (to the extent possible), employees or agents assisting Business Associate in the performance of its obligations under this Agreement available to the other Party at no cost to the other Party to testify as witnesses, or as otherwise needed in the event of litigation or administrative proceedings being commenced against the other Party, its directors, officers or employees based upon claimed violation of HIPAA or other laws relating to security and privacy, except where the Party or its subcontractor, employee or agent is a named adverse to the other party.

8.2.2. Subpoenas, Court Orders, and Governmental Requests. If Business Associate receives a court order, subpoena, or governmental request for documents or other information containing PHI, Business Associate will use its best efforts to notify Covered Entity of the receipt of the request within forty-eight (48) hours and to provide Covered Entity an opportunity to respond. Business Associate may comply with such an order, subpoena, or request as permitted by law.

8.3. No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. GENERAL PROVISIONS.

9.1. Recitals. The recitals set forth above are hereby incorporated into this Agreement by reference.

9.2. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

9.3. Amendments. Except as otherwise provided in this Agreement, this Agreement shall not be amended or modified except in writing signed by both Parties.

9.4. Severability. If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, such provision, to the extent it is illegal, invalid or unenforceable, will be deemed omitted, but the remaining provisions shall not be affected in any way; and, to the extent permitted and possible, the invalid or unenforceable term or clause shall be deemed replaced by a term or clause that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or clause.

9.5. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if given: (i) in writing and personally delivered; (ii) sent by certified mail, postage prepaid, to the address set forth below or other notice address as designated in writing between the Parties prior to delivery and shall be effective and duly delivered on the day of personal or courier delivery; (iii) via electronic mail to an electronic mail address as set forth below and shall be effective and duly delivered upon the sending Party's confirmation of receiving Party's receipt of electronic notice; or (iv) via electronic facsimile transmission to the name, address and facsimile number of the receiving Party as designated in writing between the Parties prior to delivery and shall be effective and duly delivered upon the sending Party's receipt of confirmation ("Notice").

Client: The City of Burlington

Attn: City Administrator

Attn: City Clerk

CC: Fire Chief

165 W. Washington St.

Burlington, Wisconsin 53105

Agency: Life Line Billing Systems, LLC,
d/b/a LifeQuest Services

Attn: Michael Finn

N2930 State Road 22

Wautoma, Wisconsin 54982

Fax: (844) 860-8670

E-mail: mfinn@lifequest-services.com

9.6. Choice of Law; Venue. This Agreement, including the documents, instruments and Agreements to be executed and/or delivered by the Parties pursuant hereto, shall be construed, governed by and enforced in accordance with the laws of the state of Wisconsin, without giving effect to the principles of conflicts of laws thereof. The Parties agree that any disputes arising out of or related to this Agreement shall be venued solely and exclusively in the Racine County Circuit Courts, located in Racine, Wisconsin, and the Parties hereby consent to and submit to the personal jurisdiction of such courts.

- 9.7. Attorneys' Fees and Costs.** If any legal action or other proceeding relating to this Agreement, the Services contemplated hereby, or the enforcement of any provision of this Agreement is brought by any Party, each Party shall be responsible for their own attorney's fees, unless otherwise stated in this Agreement, or if an action brought forth is deemed frivolous by a court of law, in which case the Party bringing the frivolous action shall be responsible for any attorney's fees incurred.
- 9.8. Counterparts.** This Agreement may be executed and delivered in counterparts, and delivered by PDF, facsimile transmission, or electronic transmission, and all such counterparts shall constitute one Agreement, and all of such PDF or facsimile or electronic signatures shall be as binding as are original signatures delivered in person.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date first set forth above.

Client:
City of Burlington

Agency:
Life Line Billing Systems, LLC d/b/a
Life Quest Services

By: Jeannie Hefty
Its: Mayor

By: Michael J. Finn
Its: Chief Executive Officer

Attest:

By: Diahnn Halbach
Its: City Clerk

LIFE LINE BILLING SYSTEMS, LLC
STATEMENT OF WORK – ACCOUNT SERVICING

This Statement of Work (“SOW”) is made and entered into as of this 1st day of January, 2020 (the “SOW Effective Date”), by and between the City of Burlington (the “Client”) and Life Line Billing Systems, LLC, d/b/a LifeQuest Services (the “Agency”) and is issued pursuant to and in accordance with the terms and conditions set forth in the Master Services Agreement by and between Client and Agency dated January, 2020 (the “Agreement”). Client and Agency are generically referred to herein individually as “Party” or collectively as “Parties”.

1. INCORPORATION OF MASTER SERVICES AGREEMENT.

- 1.1. This SOW is a separate agreement between Client and Agency and incorporates the definitions, terms and conditions of the Agreement.
- 1.2. This SOW reflects the final pricing and requirements for the Services, except where otherwise specified in the Agreement and as may be subsequently modified by the Parties upon written agreement.
- 1.3. The Agreement is amended to add the Services and terms as stated in this SOW.
- 1.4. If a term in this SOW conflicts with a term in the Agreement, the provisions of the Agreement will prevail unless this SOW specifically states that the term in this SOW will prevail.
- 1.5. Except as provided herein, all other terms, conditions and provisions of the Agreement shall remain in full force and effect.

2. **TERM.** This SOW shall commence on the SOW Effective Date set forth above for a period of 36 months or 3 years (the “Initial Term”). Upon expiration of the Initial Term and unless otherwise terminated in accordance with the Agreement, this SOW can be extended and consecutively renewed for 36 months or 3 years (each subsequent period shall be generally referred to herein as “Subsequent Term(s)”). The Initial Term and Subsequent Term(s) shall be jointly referred to as “Term”.

3. DESCRIPTION OF SERVICES.

- 3.1. **Services.** Agency agrees to serve as an extension of Client’s business office to provide Client with qualified personnel and appropriate resources to perform certain aspects of managing and servicing of accounts, in lieu of Client performing the same internally (defined herein as the “Services”).
- 3.2. **Outsourced Account Servicing.** Agency will adhere to the work standards and requirements as set forth in the attached Exhibit to this SOW, including but not limited to:
 - 3.2.1. Agency agrees to provide dedicated employees and other personnel (“Dedicated Staff”) to perform the Services.
 - 3.2.2. Agency Dedicated Staff shall perform the Services with professional diligence and care and at least in accordance with the practices and quality standards used in well-managed operations performing similar tasks.

3.3. Performance of Services.

3.3.1. Agency will conduct the Services as an extension of Client's business office on behalf of Client exclusively in Client's name.

3.3.2. Agency will conduct the Services in Agency's name as an outsourced billing service vendor, including sending written communications in Agency's name and placing phone calls using Agency's contact information.

3.3.3. Agency will provide, as part of the Services under this Agreement, call management for the Client. "Calls" are defined as either an incoming communication from a consumer regarding a Customer's account, or an outgoing communication from Agency Dedicated Staff acting on behalf of Client, whether via telephone, telecopy, online transmission, business reply card or any other means of communication.

3.3.4. Agency will follow Client's written guidelines and policies when performing Services.

3.4. Placement of Accounts. During the Term, Client shall place with Agency current accounts ("Accounts") to be serviced in accordance with Client's policies and procedures, and in accordance with the terms of this Agreement. The Accounts shall be for Customers of Client, who may be a patient, customer, or have a similar relationship with Client ("Customer").

3.5. Accounts Not in Default. Client shall not place with Agency, and Agency shall not provide Services on any Account, that at the time of placement is deemed to be in default under Client's internal terms, policies and procedures governing such Account(s). Any Account that becomes in default shall be referred back to Client.

3.5.1. Agency is performing the Services under this Agreement as a service provider providing customer service support, and not as a "debt collector" as defined by the FDCPA, 15 U.S.C. § 1692a (6).

3.5.2. Agency will operate as a service provider, not a debt collector, when performing the Services. Dedicated Staff shall identify themselves as Client or working on behalf of Client. Agency Dedicated Staff shall not identify itself as a debt collector when performing the Services.

3.5.3. To the extent, however, that Client itself is governed (i) under the above-cited Federal Code provision, as a "Debt Collector," and/or (ii) under any other provision of the Federal law applicable to the Agency's Services for Client, then Agency, while acting under the Client's name, or on behalf of the Client, when performing its Services for Client, shall comply with any and all such applicable Federal laws.

3.6. Credit Reporting. Agency is not authorized to report any Account to consumer reporting agencies. This provision does not prohibit Agency from credit reporting for Client pursuant to a separate SOW or Agreement.

3.7. Exclusivity. Client hereby acknowledges that Agency is the exclusive provider of Services specified herein.

4. CLIENT REPRESENTATIONS AND WARRANTIES.

4.1. Placement of Accounts Not in Default. Client makes the following representations and warranties when placing Accounts with Agency pursuant to this SOW and to the best of the notice or knowledge of the City Administrator:

4.1.1. Client will provide Agency a copy of Client's written policies, procedures, guidelines, relevant copies of any Customer agreements, contract, or other similar documentation, that define or otherwise reference if, how, and when an Account is deemed to be in default by Client.

4.1.2. Accounts referred by the Client to Agency for the provision of Services shall not be in default at the time of placement with Agency.

4.1.3. Accounts referred by the Client to Agency for the provision of Services shall not have been previously placed by the Client with a third-party entity for collection.

4.1.4. Client shall promptly notify Agency of any and all notices received by Client or Client representatives from a Customer in respect of an Account, or regarding Agency's Services regarding any Account.

4.1.5. Client shall evaluate, monitor, and otherwise audit its records on a periodic basis to ensure that it is not placing with Agency for the provision of Services any Account that is in default or that was previously placed with a third-party entity for collection of outstanding defaulted debt.

4.1.6. Client's written policies, procedures, guidelines, or other internal documentation defining when an Account goes into default shall not be intended to circumvent the federal Fair Debt Collection Practices Act ("FDCPA") or applicable state or local consumer protection laws.

4.1.7. Client shall provide Agency with an appropriate date for each Account referred by the Client under this Agreement to permit Agency to independently validate that an Account is not in default at the time of placement.

4.2. Client will obtain Customer's authorization to permit Agency to contact Customer via auto dialer or text message in compliance with the federal Telephone Consumer Protection Act ("TCPA").

5. TERMS OF PAYMENT.

5.1. Billing Contingency Fees. In addition to the payment terms as specified in the Agreement, Client shall pay Agency 6% of the net revenue collected on the Accounts as further detailed in the Exhibits attached hereto.

6. GENERAL PROVISIONS.

6.1. Agreement. The general provisions pursuant to the Agreement are hereby adopted into this SOW.

6.2. Amendment. Except as otherwise provided in this SOW, this SOW may not be modified, amended, changed, or waived in any manner except by written approval executed by an authorized representative from each Party.

6.3. Counterparts. This SOW may be executed and delivered in counterparts, and delivered by PDF, facsimile transmission, or electronic transmission, and all such counterparts shall constitute one agreement, and all of such PDF or facsimile or electronic signatures shall be as binding as are original signatures delivered in person.

IN WITNESS THEREOF, the Parties have executed and delivered this SOW as of the Effective Date first set forth above.

Client:

Agency:

City of Burlington

**Life Line Billing Systems, LLC d/b/a
LifeQuest Services**

By: Jeannie Hefty
Its: Mayor

By: Michael J. Finn
Its: Chief Executive Officer

Attest:

Date: _____

By: Diahm Halbach
Its: City Clerk

EXHIBIT A

DESCRIPTION OF SERVICES

1. DEFAULT ACCOUNTS.

1.1. Customers. Customers may be otherwise referenced as a "Patient."

1.2. Accounts in Default. An Account is deemed to be in default pursuant to the following requirements:

1.2.1. An Account shall be in Default if the Account remains unpaid 90 days after the date of service associated with the Account without any contact with Patient, payment from Patient or insurance carriers, or any change to the account.

2. SERVICING GENERALLY.

2.1. Agency shall supply the customized billing, collecting and data management services for Accounts to Client as detailed in this SOW.

2.2. Agency shall supply reports and complete the billing and servicing of Accounts as detailed in this Exhibit attached hereto and incorporated by reference.

2.3. Agency shall process insurance claims generated by the appropriate insurance carriers of patients, who have provided the necessary information for insurance filings.

2.4. Agency shall handle and respond to all inquiries concerning the Accounts by patients, insurance companies and Client. Client shall assist Agency with any inquiries related to the Services provided by the Client. Agency shall provide a toll-free telephone number for Customer and Client inquiries.

3. AGENCY BILLING PROCEDURES.

3.1. Initial Billing.

3.1.1. Patient's primary insurance company is billed. Patients participating in a Medicaid Program, Medicaid will be billed directly. If Medicaid Patient has primary commercial insurance coverage, that insurer will be billed first, and Medicaid will act as a secondary carrier. Medicaid and Medicaid HMO Patients will not receive a bill if required by state law, unless appropriate waivers are allowed and obtained and signed by the Patient or other authorized person.

3.1.2. Patient or insurer will typically be billed within seven days of receipt of all the necessary billing documentation and information.

3.1.3. If a Patient does not have insurance, the billing, charges, and fees are the responsibility of the Patient.

3.2. Additional Billing.

3.2.1. Patient will receive additional bills/statements/denial notices normally around thirty (30) days after the first bill was sent. Agency utilizes a scheduling procedure to optimize revenue recovery based on effective business practices. Agency will work to place bills into specific cycles, which will ensure the submission of regularly scheduled billings. Once Patient's primary insurance has paid, any secondary insurance will be submitted for consideration for any unpaid balances.

3.2.2. Once Medicare, Medicaid, and private insurance companies have paid the maximum amounts eligible for the Patient, any outstanding balances/monies owed will be pursued via self-pay/private pay options.

3.3. Resubmissions. Any claim resubmissions that would be necessary due to lack of information or incorrect information would be resubmitted upon receiving the proper information at any stage of billing.

3.4. Authority to Change. Agency may amend this section 3 at its sole discretion, if the Agency deems the change is in the best interest of the Client.

4. DOCUMENTATION PROCEDURES REQUIRED FROM CLIENT.

4.1. Patient should have the Insurance/Medicare Authorization form signed by the Patient or Patient's representative.

4.2. Any Medicare or Medicaid Patient that is transported from hospital to hospital or hospital to nursing home/residence must have a Physicians Certification Statement for transport completed by a doctor BEFORE the transport, unless there is an acute emergency.

4.3. All run forms should include the following information:

4.3.1. All documents should be completed legibly.

4.3.2. The Patient's name, address, phone number, date of birth, and Social Security number.

4.3.3. Location of Patient pick-up and transport destination.

4.3.4. Zip code at point of pick-up.

4.3.5. All appropriate dispatch information (*i.e.* nature of call).

4.3.6. All Patient past history related to this emergency/non-emergency transport.

4.3.7. All Patient complaints related to this emergency/non-emergency transport.

4.3.8. A detailed narrative indicating the medical necessity for transport.

4.3.9. Patient condition at the time of transport, including chief complaint.

4.3.10. Admitting/receiving doctor's first and last name.

4.3.11. The responsible party for all Patients.

4.3.12. Accurately record all times associated with the run.

4.3.13. Loaded mileage to the nearest tenth of a mile (*i.e.*, 11.2 mi).

4.3.14. Crew names, crew license levels and any specialty areas of expertise which are relevant to the patient care being provided.

4.3.15. All crew members must review the form for accuracy and completeness before leaving receiving facility.

4.3.16. Client shall keep copies of all information provided to the Agent.

4.3.17. Where applicable, reasons why transport by other means was contraindicated.

4.3.18. Reasons for the level of service that was required or provided, (*i.e.* ALS assessment).

4.3.19. Obtain necessary Medicare and Medicaid waivers, where appropriate, signed by Patient or another appropriate person.

LIFE LINE BILLING SYSTEMS, LLC
STATEMENT OF WORK – ACCOUNT COLLECTIONS

This Statement of Work (“SOW”) is made and entered into as of this 1st day of January, 2020 (the “SOW Effective Date”), by and between the City of Burlington (the “Client”) and Life Line Billing Systems, LLC, d/b/a LifeQuest Services (the “Agency”) and is issued pursuant to and in accordance with the terms and conditions set forth in the Master Services Agreement by and between Client and Agency dated January, 2020 (the “Agreement”). Client and Agency are generically referred to herein individually as “Party” or collectively as “Parties”.

1. INCORPORATION OF MASTER SERVICES AGREEMENT.

- 1.1. This SOW is a separate agreement between Client and Agency and incorporates the definitions, terms and conditions of the Agreement.
- 1.2. This SOW reflects the final pricing and requirements for the Services, except where otherwise specified in the Agreement and as may be subsequently modified by the Parties upon written agreement.
- 1.3. The Agreement is amended to add the Services and terms as stated in this SOW.
- 1.4. If a term in this SOW conflicts with a term in the Agreement, the provisions of the Agreement will prevail unless this SOW specifically states that the term in this SOW will prevail.
- 1.5. Except as provided herein, all other terms, conditions and provisions of the Agreement shall remain in full force and effect.

2. **TERM.** This SOW shall commence on the SOW Effective Date set forth above for a period of 36 months or 3 years (the “Initial Term”). Upon expiration of the Initial Term and unless otherwise terminated in accordance with the Agreement, this SOW can be extended and consecutively renewed for 36 months or 3 years (each subsequent period shall be generally referred to herein as “Subsequent Term(s)”). The Initial Term and Subsequent Term(s) shall be jointly referred to as “Term”.

3. DESCRIPTION OF SERVICES.

- 3.1. **Services.** Agency agrees to serve as an extension of Client’s business office to provide Client with qualified personnel and appropriate resources to perform certain aspects of managing and servicing of accounts, in lieu of Client performing the same internally (defined herein as the “Services”).
- 3.2. **Compliance with Law.** When performing Services under this SOW, Agency will comply with the federal Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 *et seq.*, as well as state and local requirements.
- 3.3. **Credit Reporting.** Client authorizes Agency to report Accounts to consumer reporting agencies pursuant to the terms of this SOW and any attached Exhibit. Agency will comply with applicable law when credit reporting, including but not limited to the federal Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.*, including corresponding regulations for data furnishers and maintenance of an identity theft prevention program. Client will not report to consumer reporting agencies any Account being reported by Agency to consumer reporting agencies.

3.4. Account Collections. Agency will adhere to the work standards and requirements as set forth in the attached Exhibits to this SOW, including but not limited to:

3.4.1. Agency agrees to provide dedicated employees and other personnel to perform the (“Dedicated Staff”) to perform the Services.

3.4.2. Agency Dedicated Staff shall perform the Services with professional diligence and care and at least in accordance with the practices and quality standards used in well-managed operations performing similar tasks.

3.4.3. Agency will conduct the Services as a third-party debt collector subject to the federal Fair Debt Collection Practices Act (“FDCPA”).

3.4.4. Agency will follow any Client guidelines and policies, provided in writing, when performing Services.

3.4.5. Agency will follow its description of Services as provided in Exhibit A. Agency may amend Exhibit A to identify strategy changes without Client’s prior approval, if the Agency deems the change is in the best interest of the Client.

3.5. Placement of Accounts. During the Term, Client shall place with Agency accounts (“Accounts”) to be serviced that are in default in accordance with Client’s policies and procedures, and in accordance with the terms of this Agreement. The Accounts shall be for customers of Client, who may be a patient, customer, or have a similar relationship with Client (“Customer”). Client will not place any account with a balance less than \$25.00. If an account is placed with Agency that is less than \$25.00, Client authorizes Agency the option to close the account and not pursue collection activities.

3.6. Exclusivity. Client hereby acknowledges that Agency is the exclusive provider of Services specified herein.

4. TERMS OF PAYMENT.

4.1. Collection Contingency Fees. In addition to the payment terms as specified in the Agreement, Client shall pay Agency 24% of the net revenue collected on the Accounts as further detailed in the Exhibits attached hereto.

5. GENERAL PROVISIONS.

5.1. Agreement. The general provisions pursuant to the Agreement are hereby adopted into this SOW.

5.2. Amendment. Except as otherwise provided in this SOW, this SOW may not be modified, amended, changed, or waived in any manner except by written approval executed by an authorized representative from each Party.

5.3. Counterparts. This SOW may be executed and delivered in counterparts, and delivered by PDF, facsimile transmission, or electronic transmission, and all such counterparts shall constitute one agreement, and all of such PDF or facsimile or electronic signatures shall be as binding as are original signatures delivered in person.

IN WITNESS THEREOF, the Parties have executed and delivered this SOW as of the effective Date first set forth above.

Client:

The City of Burlington

By: Jeannie Hefty
Its: Mayor

Attest:

By: Diahm Halbach
Its City Clerk

Agency:

**Life Line Billing Systems, LLC d/b/a
Life Quest Services**

By: Michael J. Finn
Its: Chief Executive Officer

EXHIBIT A

DESCRIPTION OF SERVICES

- 1.1.** Agency will provide Services in the name of Agency. Agency is authorized to use Client's name when providing Services.

- 1.2.** After the initial notice to a Customer, multiple written and verbal communication attempts may be made to contact the Customer and collect payment, including but not limited to payment in full or settlement payment plans.
 - 1.2.1.** Agency is authorized to establish payment plans as follows:
 - Agency may offer or otherwise accept payment plans without Client consent. Any plan of longer duration of three years requires Client's prior written approval.
 - 1.2.2.** Agency is authorized to settle Accounts as follows:
 - Once Agency has made all reasonable efforts to collect the placement balance in full for an Account, Agency is authorized to offer or otherwise accept settlement of an Account for no less than 50% of the total Account balance. Any greater settlement requires Client's prior written approval.

- 1.3.** If the debt has not been collected within 90 days after placement, unless some other timeframe is mutually agreed to by the Parties:
 - 1.3.1.** Agency has the option to report an Account to the Customer's credit report.
 - 1.3.2.** Agency has discretion whether to send the Customer a follow-up written communication requesting payment.

- 1.4.** Agency will continue collection efforts until: (a) law prohibits further collection on an Account; or (b) an Account is: (i) collected (either as payment in full or settled in full); (ii) recalled by Client; OR (iii) the Account has reached the applicable statute of limitations.

- 1.5.** Agency will periodically perform skip tracing efforts in order to locate a Customer and obtain payment. In addition to this, Agency secures letters of protection from attorneys in situations that may involve lengthy litigation.

- 1.6.** If requested by Client, Agency will assemble information needed for Client to begin legal proceedings against Customers whose Accounts remain unresolved. Agency makes no determination as to whether to initial legal proceedings.

- 1.7.** If Agency wishes to perform services in certain circumstances other than those outlined in this Agreement, Agency shall obtain prior written approval of both the additional service and the charge from Service Provider.



DATE: December 3, 2019

SUBJECT: ORDINANCE 2053(19) - To amend Section 286-3B to increase Hotel/Motel Room Tax to 8%.

SUBMITTED BY: Steven DeQuaker, Finance Director

BACKGROUND/HISTORY:

State Statutes require that municipalities collecting a room tax from transient visitors to Hotel/Motel establishments in the City allocate 70% of that collection to Tourism entities.

In February 2014, Ordinance 1976(10) amended Section 286-3B increasing Hotel/Motel Room tax to 6% from 3%. At that time the City entered into an agreement with Real Racine (Racine County Convention & Visitor's Bureau). This organization promotes Racine County tourism through a variety of means, including organizing events, marketing activities and public relations. The City's plan was to provide one half of the Statutory 70% collection of Hotel/Motel Tax to Real Racine. The other half of the 70% collection would continue to go to the Burlington Chamber of Commerce.

Currently, Hotel/Motel taxes are collected from The Hampton Inn, Skyview Motel and the Burlington AmericInn. Taxes are collected quarterly and then paid-out quarterly to Real Racine and the Burlington Chamber of Commerce. The remaining 30% of the collected room tax is deposited into the General Fund for use as directed by the Common Council.

Rooms able to be booked online through such services as VRBO, AirBNB, etc. currently do not pay a room tax to the City of Burlington. This is an issue not only in Wisconsin, but nationally. Processes are in the works from the Department of Revenue to alleviate this issue. Most, if not all, of the websites FAQ information to homeowners wishing to rent their rooms to overnight transient visitors, are advised to contact their local municipality to make sure they are in compliance with local room tax and zoning ordinances.

This ordinance amendment would increase the City Room Tax Rate from 6% to the state maximum allowed rate of 8%. This would increase funding to Real Racine, The Burlington Chamber and to the City's General Fund.

Currently, staff has met with Real Racine and the Burlington Chamber of Commerce to identify where room tax dollars can be spent in either established or new venues as directed by the Common Council. If increased, the extra 2% would be allocated to wayfinding signage.

BUDGET/FISCAL IMPACT:

In 2019, through three quarters at the 6% room tax rate, the City has collected a total of \$99,798 on transient room sales of approximately \$1.7 Million. Real Racine and the Burlington Chamber of Commerce have received approximately \$34,929 each, while the City has retained approximately \$29,939.

If the rate were increased to 8% and based on the same \$1.7M in transient room sales, Real Racine and the Burlington Chamber of Commerce would have received \$47,039 each and the City would have received \$40,319.

The Council can continue to fund the two organizations with Room Tax dollars per statutes, or create a Tourism Commission to direct the use of the funds for Tourism purposes.

RECOMMENDATION:

Staff recommends approval of amending the Hotel/Motel Room Tax to 8%.

TIMING/IMPLEMENTATION:

This item is for discussion at the December 3, 2019 Committee of the Whole meeting, and is scheduled for final consideration at the December 17, 2019 Common Council meeting.

Attachments

Ord 2053(19)
2019 Room Tax Report

**AN ORDINANCE TO AMEND SECTION 286-3B OF THE MUNICIPAL CODE
OF THE CITY OF BURLINGTON PROVIDING FOR
AN INCREASE TO THE ROOM TAX**

WHEREAS, on November 13, 2003 the Common Council of the City of Burlington, Counties of Racine and Walworth, State of Wisconsin did adopt Ordinance 1736(16) providing for the imposition and administration of a Room Tax; and,

The Common Council of the City of Burlington do ordain as follows:

Section I. Chapter 286 of the Municipal Code of the City of Burlington, Racine and Walworth Counties, Wisconsin, Section 286-3, Room Tax Imposed, subsection B, is hereby amended as follows:

286-3B. Such tax shall be at the rate of 8% of the gross receipts from such retail furnishing of hotel or motel rooms.

Section II. It is further ordained that this ordinance shall become effective January 1, 2019 and after its passage and publication as required by law. All other language as contained in Chapter 286 of the Municipal Code of the City of Burlington shall remain without change and in full force and effect.

Introduced: December 3, 2019
Adopted:

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

2019 Room Tax Report

Quarter 1

Name	Room Receipts	Transient	Net	Tax Collected	Tax to Chamber	Tax to Real Racine	Tax to City	Check
Hampton	\$ 265,988.73	\$ 2,683.40	\$ 263,305.33	\$ 15,798.32	\$ 5,529.41	\$ 5,529.41	\$ 4,739.50	\$ 15,798.32
AmericInn	\$ 100,476.25	\$ 891.00	\$ 99,585.25	\$ 5,975.12	\$ 2,091.29	\$ 2,091.29	\$ 1,792.54	\$ 5,975.12
Skyview Inn	\$ 37,639.40	\$ 28,445.00	\$ 9,194.40	\$ 551.66	\$ 193.08	\$ 193.08	\$ 165.50	\$ 551.66
TOTAL	\$ 404,104.38	\$ 32,019.40	\$ 372,084.98	\$ 22,325.10	\$ 7,813.78	\$ 7,813.78	\$ 6,697.54	\$ 22,325.10

Quarter 2

Name	Room Receipts	Transient	Net	Tax Collected	Tax to Chamber	Tax to Real Racine	Tax to City	Check
Hampton	\$ 361,485.00	\$ -	\$ 361,485.00	\$ 20,689.10	\$ 7,241.19	\$ 7,241.19	\$ 6,206.72	\$ 20,689.10
AmericInn	\$ 154,810.29	\$ 13,244.50	\$ 141,565.79	\$ 8,493.95	\$ 2,972.88	\$ 2,972.88	\$ 2,548.19	\$ 8,493.95
Skyview Inn	\$ 52,809.22	\$ 24,788.00	\$ 28,021.22	\$ 1,681.27	\$ 588.44	\$ 588.44	\$ 504.39	\$ 1,681.27
TOTAL	\$ 569,104.51	\$ 38,032.50	\$ 531,072.01	\$ 30,864.32	\$ 10,802.51	\$ 10,802.51	\$ 9,259.30	\$ 30,864.32

Quarter 3

Name	Room Receipts	Transient	Net	Tax Collected	Tax to Chamber	Tax to Real Racine	Tax to City	Check
Hampton	\$ 464,791.19	\$ 30,585.52	\$ 434,205.67	\$ 26,052.34	\$ 9,118.32	\$ 9,118.32	\$ 7,815.70	\$ 26,052.34
AmericInn	\$ 285,672.43	\$ 9,512.50	\$ 276,159.93	\$ 16,569.59	\$ 5,799.36	\$ 5,799.36	\$ 4,970.87	\$ 16,569.59
Skyview Inn	\$ 100,159.37	\$ 33,721.00	\$ 66,438.37	\$ 3,986.30	\$ 1,395.21	\$ 1,395.21	\$ 1,195.88	\$ 3,986.30
TOTAL	\$ 850,622.99	\$ 73,819.02	\$ 776,803.97	\$ 46,608.23	\$ 16,312.89	\$ 16,312.89	\$ 13,982.45	\$ 46,608.23

Quarter 4

Name	Room Receipts	Transient	Net	Tax Collected	Tax to Chamber	Tax to Real Racine	Tax to City	Check
Hampton			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
AmericInn			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Skyview Inn			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total Year to Date								
Name	Room Receipts	Transient	Net	Tax Collected	Tax to Chamber	Tax to Real Racine	Tax to City	Check
Hampton	\$ 1,092,264.92	\$ 33,268.92	\$ 1,058,996.00	\$ 62,539.76	\$ 21,888.92	\$ 21,888.92	\$ 18,761.92	\$ 62,539.76
AmericInn	\$ 540,958.97	\$ 23,648.00	\$ 517,310.97	\$ 31,038.66	\$ 10,863.53	\$ 10,863.53	\$ 9,311.60	\$ 31,038.66
Skyview Inn	\$ 190,607.99	\$ 86,954.00	\$ 103,653.99	\$ 6,219.23	\$ 2,176.73	\$ 2,176.73	\$ 1,865.77	\$ 6,219.23
TOTAL	\$ 1,823,831.88	\$ 143,870.92	\$ 1,679,960.96	\$ 99,797.65	\$ 34,929.18	\$ 34,929.18	\$ 29,939.29	\$ 99,797.65

Proposed Room Tax Increase to 8%	Net Sales	Tax Collected	Tax to Chamber	Tax to Real Racine	Tax to City
Room Tax at 8% Rather than 6%:	\$ 1,679,960.96	\$ 134,396.88	\$ 47,038.91	\$ 47,038.91	\$ 40,319.06