



AGENDA
PUBLIC SAFETY COMMITTEE
REGULAR MEETING
TUESDAY, MAY 17, 2022 – 8:15 AM
JUSTICE CENTER - ROOM 101A (SHERIFF'S CONFERENCE)
1201 S. SPRING STREET, PORT WASHINGTON, WI 53074

The public can access the meeting by viewing the live stream at the link which will be opened five minutes before the call to order:

[Public Safety Committee Live Stream](#)

*The public can submit comments here: [Public Comment Form](#)
[Public Comment Policy](#) & [Instructions for Submitting Public Comments Online](#)*

1. CALL TO ORDER

Roll Call

2. PROPER NOTICE

3. STAFF AND COMMITTEE INTRODUCTIONS

4. PUBLIC COMMENTS, CORRESPONDENCE, COMMUNICATIONS

5. APPROVAL OF MINUTES

- a. March 15, 2022

6. CORONER

a. Management/Financial/Informational Reports:

- 1. Coroner Financial Report

7. DISTRICT ATTORNEY

a. Management/Financial/Informational Reports

- 1. DA Financials

8. CLERK OF COURTS

a. Management/Financial/Informational Reports:

- 1. Clerk of Courts Financial Report

9. SHERIFF'S DEPARTMENT

a. Action Items:

- 1. Ordinance: Repealing and Replacing Sections 8.32 and 8.33 of the Ozaukee County Code of Ordinances pertaining to Cigarettes, Nicotine Products and Tobacco Products.
- 2. Shift Differential for 3rd Shift Dispatchers
- 3. Additional Deputy Sheriff Position for School Resource Officer (SRO) Implementation
- 4. Emergency Medical Services Grants Program

b. Management/Financial/Informational Reports:

- 1. Management/Financial Reports

10. NEXT MEETING DATE

Set Meeting Date and Time

11. ADJOURNMENT

A quorum of members of committees or the full County Board of Ozaukee County may be in attendance at this meeting for purposes related to committee or board duties, however, no formal action will be taken by these committees or the board at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the County Clerk's Office at 262-284-8110, twenty-four (24) hours in advance of the meeting.

Public Safety Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	May 17, 2022
DEPARTMENT:	County Clerk
DIRECTOR:	Julie Winkelhorst
PREPARER:	Julie Winkelhorst

Agenda Summary March 15, 2022

[<https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/ 03152022-3049>](https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/03152022-3049)

Public Safety Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	May 17, 2022
DEPARTMENT:	Coroner
DIRECTOR:	Tim Deppisch
PREPARER:	Tyler Quaas

Agenda Summary Coroner Financial Report

ATTACHMENTS:

- Coroner Financials April 2022 (PDF)

Ozaukee County Committee Report

General Fund Coroner

For the Four Months Ending Saturday, April 30, 2022

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2022 YTD Actual	2022 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Public Charges for Services	\$11,850	\$87,650	\$156,575	\$68,925	55.98%
Total Revenues	\$11,850	\$87,650	\$156,575	\$68,925	55.98%
Expenditures					
Salaries	\$6,427	\$18,648	\$88,912	\$70,264	20.97%
Fringe Benefits	\$492	\$1,427	\$3,669	\$2,242	38.89%
Travel/Training	\$1,622	\$3,731	\$13,750	\$10,019	27.13%
Supplies	-	\$325	\$11,700	\$11,375	2.78%
Purchased Services	\$3,404	\$13,563	\$92,100	\$78,537	14.73%
Interdepartment Charges	\$699	\$2,802	\$9,367	\$6,565	29.91%
Other Expenses	-	-	\$1,499	\$1,499	0.00%
Total Operating Expenditures	\$12,644	\$40,496	\$220,997	\$180,501	18.32%
Capital Outlay					
Total Expenditures	\$12,644	\$40,496	\$220,997	\$180,501	18.32%
Net Increase (Decrease)	(\$794)	\$47,154	(\$64,422)	(\$111,576)	-73.20%

E q u i t y:

Attachment: Coroner Financials April 2022 (Coroner Report)

Public Safety Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	May 17, 2022
DEPARTMENT:	District Attorney
DIRECTOR:	Adam Gerol
PREPARER:	June Marx

Agenda Summary DA Financials

ATTACHMENTS:

- DA April Financials (PDF)
- VW April Financials(PDF)

Ozaukee County Committee Report
General Fund District Attorney
 For the Four Months Ending Saturday, April 30, 2022
 Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2022 YTD Actual	2022 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Public Charges for Services	\$1,495	\$7,390	\$20,000	\$12,610	36.95%
Total Revenues	\$1,495	\$7,390	\$20,000	\$12,610	36.95%
Expenditures					
Salaries	\$36,041	\$96,073	\$332,375	\$236,302	28.91%
Fringe Benefits	\$13,082	\$54,454	\$159,802	\$105,348	34.08%
Travel/Training	-	-	\$5,000	\$5,000	0.00%
Supplies	\$129	\$1,547	\$9,385	\$7,838	16.48%
Purchased Services	\$4,072	\$8,660	\$11,380	\$2,720	76.10%
Interdepartment Charges	-	\$3,929	\$16,185	\$12,256	24.28%
Total Operating Expenditures	\$53,324	\$164,663	\$534,127	\$369,464	30.83%
Capital Outlay					
Total Expenditures	\$53,324	\$164,663	\$534,127	\$369,464	30.83%
Net Increase (Decrease)	(\$51,829)	(\$157,273)	(\$514,127)	(\$356,854)	30.59%

E q u i t y:

Attachment: DA April Financials (DA Financials)

Ozaukee County Committee Report
General Fund District Attorney Victim Witness
 For the Four Months Ending Saturday, April 30, 2022
 Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2022 YTD Actual	2022 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Intergovernmental Revenues	-	-	\$55,000	\$55,000	0.00%
Total Revenues	-	-	\$55,000	\$55,000	0.00%
Expenditures					
Salaries	\$10,871	\$28,767	\$99,622	\$70,855	28.88%
Fringe Benefits	\$2,431	\$8,371	\$20,930	\$12,559	40.00%
Travel/Training	-	\$150	\$875	\$725	17.14%
Supplies	-	\$118	\$130	\$12	90.77%
Purchased Services	-	\$56	\$350	\$294	16.00%
Interdepartment Charges	-	\$246	\$1,340	\$1,094	18.36%
Total Operating Expenditures	\$13,302	\$37,708	\$123,247	\$85,539	30.60%
Capital Outlay					
Total Expenditures	\$13,302	\$37,708	\$123,247	\$85,539	30.60%
Net Increase (Decrease)	(\$13,302)	(\$37,708)	(\$68,247)	(\$30,539)	55.25%

Equity:

Attachment: VW April Financials (DA Financials)

Public Safety Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	May 17, 2022
DEPARTMENT:	Clerk of Courts
DIRECTOR:	Mary Lou Mueller
PREPARER:	Cari Mihalko

Agenda Summary Clerk of Courts Financial Report

ATTACHMENTS:

- Committee Report COC April 2022 Month End (PDF)

For the Four Months Ending Saturday, April 30, 2022
 Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2022 YTD Actual	2022 Amended Budget	Budget Balance	% Budget YTD	Annual Revenue Adjusted
<u>Revenues</u>						
A Intergovernmental Revenues	-	135,101	340,900	205,799	39.63%	90,067
B Public Charges for Services	51,068	286,784	628,000	341,216	45.67%	286,784
C Interdepartmental Charges	-	-	53,000	53,000	0.00%	-
Fines/Forfeitures/Penalties	16,861	64,222	225,000	160,778	28.54%	64,222
Licenses & Permits	520	1,480	7,000	5,520	21.14%	1,480
Interest Revenue	7,360	25,439	123,000	97,561	20.68%	25,439
Other Revenue	649	2,679	7,500	4,821	35.72%	2,679
Total Revenues	\$ 76,458	\$ 515,705	\$ 1,384,400	\$ 868,695	37.25%	\$ 470,671 34.00%
<u>Expenditures</u>						
Salaries	119,584	318,928	1,043,293	724,365	30.57%	
Fringe Benefits	40,885	161,279	389,297	228,018	41.43%	
Travel/Training	-	916	8,500	7,584	10.78%	
Supplies	1,063	4,368	13,500	9,132	32.36%	
Purchased Services	43,418	177,932	542,700	364,768	32.79%	
Interdepartment Charges	83	5,751	17,692	11,941	32.51%	
Other Expenses	679	2,009	34,700	32,691	5.79%	
Total Operating	\$ 205,712	\$ 671,183	\$ 2,049,682	\$ 1,378,499	32.75%	
<u>Capital Outlay</u>						
Total Expenditures	\$ 205,712	\$ 671,183	\$ 2,049,682	\$ 1,378,499	32.75%	
Net Increase (Decrease)	\$ (129,254)	\$ (155,478)	\$ (665,282)	\$ (509,804)	23.37%	

A = Intergovernmental Revenues - Consists of bi-annual court support payment received from the State of Wisconsin. The second payment is usually received in July and is larger as it includes an amount for guardian ad litem support.

B = Public Charges of Services - Includes an unusually large amount of bail forfeiture.

C = Interdepartmental Charges - Child support transfers for January, February, March and April hearings totaling \$19,500 have not yet been processed by the Child Support agency.

Attachment: Committee Report COC April 2022 Month End (April 2022 Clerk of Court Financial Report)

ORDINANCE NO. (ID # 8657)

REPEALING AND REPLACING SECTIONS 8.32 AND 8.33 OF THE OZAUKEE COUNTY
CODE OF ORDINANCES PERTAINING TO CIGARETTES, NICOTINE PRODUCTS AND
TOBACCO PRODUCTS.

An Ordinance repealing and replacing Sections 8.32 and 8.33 of the Ozaukee County Code of Ordinances pertaining to Cigarettes, Nicotine Products and Tobacco Products.

The County Board of Supervisors of the County of Ozaukee does ordain that Sections 8.32 and 8.33 of the Ozaukee County Code of Ordinances be repealed and restated as follows:

8.32 PROVISION TO AND PURCHASE OR POSSESSION OF CIGARETTES, NICOTINE PRODUCTS, AND TOBACCO PRODUCTS BY MINORS.

(1) It shall be unlawful to provide cigarettes, nicotine products, or tobacco products to any person under 18 years of age and for any person under 18 years of age to purchase, attempt to purchase, or possess cigarettes, nicotine products, or tobacco products as provided in this ordinance.

(2) In this section, the terms "cigarette," "nicotine product," "retailer," and "tobacco products" have the meanings given in Section 134.66 (a), (f), (g) and (j), Wisconsin Statutes. "Law enforcement officer" has the meaning given in Section 165.85 (2) (c), Wisconsin Statutes.

(3) Except as provided in subsection (4), no person under 18 years of age may do any of the following:

(a) Purchase, attempt to purchase, or possess any cigarette, nicotine product, or tobacco product.

(b) Falsely represent his or her age for the purpose of receiving any cigarette, nicotine product, or tobacco product.

(4)

(a) A person under 18 years of age may purchase, attempt to purchase, and possess cigarettes, nicotine products, or tobacco products for the sole purpose of resale in the course of employment during his or her working hours if employed by a retailer.

(b) A person under 18 years of age, but not under 15 years of age, may purchase, attempt to purchase, and possess cigarettes, nicotine products, or tobacco products in the course of his or her participation in an investigation under Section 254.916, Wisconsin Statutes, that is conducted in accordance with Subsection 254.916 (3).

(5) No person may purchase cigarettes, nicotine products, or tobacco products on behalf of, or to provide to, any person who is under 18 years of age.

(6) A court may impose the following forfeitures for violation of this ordinance:

(a) A forfeiture of not more than \$50 against any person under 18 years of age violating Subsections (3) or (5) of this ordinance.

(b) A forfeiture against any person 18 years of age or older violating Subsection (5) of this ordinance as follows:

1. Not more than \$100 if the person has not committed a previous violation within 30 months of the violation.
2. Not more than \$500 if the person has committed a previous violation within 30 months of the violation.
3. Not more than \$1,000 if the person has committed 2 previous violations within 30 months of the violation.
4. Not more than \$10,000 if the person has committed 3 or more previous violations within 30 months of the violation.

(7) A law enforcement officer shall seize any cigarette, nicotine product, or tobacco product that has been sold to and is in the possession of a person under 18 years of age.

(8) This ordinance is adopted under the authority granted by Section 254.92 (4), Wisconsin Statutes.

(9) This ordinance is not applicable in any town, village, or city that has enacted or enacts an ordinance regulating the conduct regulated by Section 254.92, Wisconsin Statutes, if such ordinance strictly conforms to Section 254.92.

8.33 RESTRICTIONS ON RETAIL SALE OR PROVISION OF CIGARETTES, NICOTINE PRODUCTS, OR TOBACCO PRODUCTS TO MINORS.

(1) It shall be unlawful to sell or provide cigarettes, nicotine products, or tobacco products to any person under 18 years of age as provided in this ordinance.

(2) In this section, the terms “cigarette,” “direct marketer,” “distributor,” “identification card,” “jobber,” “manufacturer,” “nicotine product,” “retailer,” “school,” “stamp,” “subjobber,” “tobacco products,” “vending machine,” and “vending machine operator” have the meaning given in Section 134.66 (1) (a) through (L), Wisconsin Statutes.

(3) Restrictions.

(a) No retailer, direct marketer, manufacturer, distributor, jobber or subjobber, no agent, employee or independent contractor of the foregoing persons, or agent or employee of an independent contractor, may:

1. Sell, or provide for nominal or no consideration, cigarettes, nicotine products, or tobacco products to any person under 18 years of age, except as provided in Section 254.92 (2) (a), Wisconsin Statutes and Section 8.32 (4) (a), Ozaukee County Code of Ordinances. A vending machine operator is not liable under this paragraph for the purchase of cigarettes, nicotine products, or tobacco products from his or her vending machine by a person under 18 years of age if the vending machine operator was unaware of the purchase.

2. Provide for nominal or no consideration cigarettes, nicotine products, or tobacco products to any person except in a place where no person under 18 years of age is present or permitted to enter unless the person who is under 18 years of age is accompanied by his or her parent or guardian or by his or her spouse who has attained 18 years of age.

(b)

1. A retailer shall post a sign in areas within his or her premises, where

cigarettes or tobacco products are sold to consumers, stating that the sale of any cigarette or tobacco product to a person under the age of 18 is unlawful under Sections 134.66 and 254.92, Wisconsin Statutes, and Sections 8.32 and 8.33, Ozaukee County Code of Ordinances.

2. A vending machine operator shall attach a notice in a conspicuous place on the front of his or her vending machines stating that the purchase of any cigarette or tobacco product by a person under the age of 18 is unlawful under Section 254.92, Wisconsin Statutes and Section 8.32, Ozaukee County Code of Ordinances and that the purchaser is subject to a forfeiture of not to exceed \$50.

(c)

1. No retailer or vending machine operator may sell cigarettes or tobacco products from a vending machine unless the vending machine is located in a place where the retailer or vending machine operator ensures that no person under 18 years of age is present or permitted to enter unless he or she is accompanied by his or her parent or guardian or by his or her spouse who has attained 18 years of age.

2. Notwithstanding 1., no retailer may place a vending machine within 500 feet of a school.

(d) No retailer or direct marketer may sell cigarettes in a form other than as a package or container on which a stamp is affixed under Section 139.32 (1), Wisconsin Statutes.

(4) DEFENSES. Proof of all of the following facts by a retailer, manufacturer, distributor, jobber or subjobber, an agent, employee, or independent contractor of the foregoing, or agent or employee of an independent contractor who sells cigarettes or tobacco products to a person under 18 years of age is a defense to any prosecution for a violation of (3) (a) 1. of this ordinance.

(a) That the purchaser falsely represented that he or she had attained 18 years of age and presented an identification card.

(b) That the appearance of the purchaser was such that an ordinary and prudent person would believe that the purchaser had attained 18 years of age.

(c) That the sale was made in good faith, in reasonable reliance on the identification card and appearance of the purchaser and in the belief that the purchaser had attained 18 years of age.

(5) PENALTIES.

(a) Violations of 8.33 (3) (a), (c) and (d) of this ordinance shall be subject to the following forfeitures:

1. Not more than \$500 if the person has not committed a previous violation within 12 months of the violation; or

2. Not less than \$200 nor more than \$500 if the person has committed a previous violation within 12 months of the violation.

(b) A court shall suspend any license or permit issued under Sections 134.65, 139.34 or 139.79, Wisconsin Statutes, to a person for:

1. Not more than 3 days, if the court finds that the person committed a

violation within 12 months after committing one previous violation; or

2. Not less than 3 days nor more than 10 days, if the court finds that the person committed a violation within 12 months after committing 2 other violations, or

3. Not less than 15 days nor more than 30 days, if the court finds that the person committed the violation within 12 months after committing 3 or more other violations.

(c) The court shall promptly mail notice of a suspension under subsection (b) to the State Department of Revenue and to the clerk of each municipality which has issued a license or permit to the person.

(d) Whoever violates Subsection (3)(b) shall forfeit not more than \$25.

(6) This ordinance is adopted under the authority of Section 134.66 (5), Wisconsin Statutes.

(7) This ordinance is not applicable in any town, village, or city that has enacted or enacts an ordinance regulating the conduct regulated by Section 134.66, Wisconsin Statutes, if such ordinance strictly conforms to Section 134.66.

This Ordinance shall take effect upon enactment and publication.

Dated at Port Washington, Wisconsin, this 1st day of June 2022.

SUMMARY: Updating Sections 8.32 and 8.33 of the Ozaukee County Code of Ordinances pertaining to Cigarettes, Nicotine Products and Tobacco Products.

VOTE REQUIRED: Majority

PUBLIC SAFETY COMMITTEE

Public Safety Committee
AGENDA INFORMATION SHEET

AGENDA DATE:	May 17, 2022
DEPARTMENT:	Sheriff
DIRECTOR:	Christy Knowles
PREPARER:	Julie Winkelhorst

Agenda Summary Repealing and Replacing Sections 8.32 and 8.33 of the Ozaukee County Code of Ordinances pertaining to Cigarettes, Nicotine Products and Tobacco Products.

BACKGROUND INFORMATION: Amending County Ordinance Sections 8.32 and 8.33 to include nicotine products in the ordinance.

ANALYSIS: There has been a rise in juvenile possession of vaping devices, which contain nicotine and/or THC. The current tobacco ordinance does not address the possession of nicotine or possession of the vaping device. The changes made to County Ordinance 8.32 and 8.33 will address the possession of nicotine and enforcement action then can be taken when a deputy encounters a juvenile in possession of a vaping device with nicotine and when an establishment sells nicotine to a juvenile. Jurisdictions within and surrounding Ozaukee County have ordinances for the possession and sale of nicotine. The change to this ordinance will allow the Ozaukee County Sheriff's Office to be consistent with enforcement with the surrounding jurisdictions.

FISCAL IMPACT: N/A

FUNDING SOURCE: N/A

RECOMMENDED MOTION: Approve the ordinance repealing and restating Sections 8.32 and 8.33 as presented.

ATTACHMENTS:

- CURRENT - Sections 8.32 & 8.33 (PDF)

CURRENT – SECTIONS 8.32 AND 8.33 OF THE OZAUKEE COUNTY CODE OF ORDINANCES

8.32 PURCHASE OR POSSESSION OF TOBACCO PRODUCTS

- (1) In this section:
 - (a) "Cigarette" has the meaning given in Section 139.30 (1), Wisconsin Statutes.
 - (b) "Law enforcement officer" has the meaning given in Section 30.50 (4s), Wisconsin Statutes.
 - (c) "Tobacco products" has the meaning given in Section 139.75 (12), Wisconsin Statutes.
- (2) Except as provided in subsection (3), no person under 18 years of age may do any of the following: (09-13)
 - (a) Buy or attempt to buy any cigarette or tobacco product.
 - (b) Falsely represent his or her age for the purpose of receiving any cigarette or tobacco product.
 - (c) Possess any cigarette or tobacco product.
- (3) A person under 18 years of age may purchase or possess cigarettes or tobacco products for the sole purpose of resale in the course of employment during his or her working hours if employed by a retailer licensed under Section 134.65 (1), Wisconsin Statutes. (09-13)
- (4) A law enforcement officer shall seize any cigarette or tobacco product involved in any violation of subsection (2) committed in his or her presence.
- (5) A court may impose a forfeiture of not to exceed \$25 against any child violating this section.
- (6) This ordinance is adopted under the authority granted by Section 254.92 (4), Wisconsin Statutes. (09-13)

8.33 SALE OR GIFT OF CIGARETTES OR TOBACCO PRODUCTS

- (1) It shall be unlawful to sell or give cigarettes or tobacco products to any person under the age of 18 years pursuant to this ordinance. (09-13)
- (2) This ordinance is adopted pursuant to the authority of Section 134.66 (5), Wisconsin Statutes
- (3) The definitions that apply to this ordinance are those set forth in Section 134.66 (1), Wisconsin Statutes.
- (4) Restrictions.
 - (a) No retailer, manufacturer or distributor may sell or give cigarettes or tobacco products to any person under the age of 18, except as provided in Section 254.92 (2),

Wisconsin Statutes and Section 8.32, Ozaukee County Code of Ordinances. A vending machine operator is not liable under this paragraph for the purchase of cigarettes or tobacco products from his or her vending machine by a person under the age of 18 if the vending machine operator was unaware of the purchase.

(b)

1. A retailer shall post a sign in areas within his or her premises, where cigarettes or tobacco products are sold to consumers, stating that the sale of any cigarette or tobacco product to a person under the age of 18 is unlawful under Section 254.92, Wisconsin Statutes and Section 8.32, Ozaukee County Code of Ordinances. (09-13)

2. A vending machine operator shall attach a notice in a conspicuous place on the front of his or her vending machines stating that the purchase of any cigarette or tobacco product by a person under the age of 18 is unlawful under Section 254.92, Wisconsin Statutes and Section 8.32, Ozaukee County Code of Ordinances and that the purchaser is subject to a forfeiture of not to exceed \$25. (09-13)

(c)

1. Under no circumstances may a retailer place a vending machine within 500 feet of a school.

2. No retailer may keep a vending machine in any public place that is open to persons under the age of 18 unless all of the following apply:

a. The vending machine is in a place where it is ordinarily in the immediate vicinity, plain view and control of an employee.

b. The vending machine is in a place where it is inaccessible to the public when the premises are closed.

3. The person who ultimately controls, governs or directs the activities within the premises where the vending machine is located shall ensure that an employee of the retailer remains in the immediate vicinity, plain view and control of the vending machine whenever the premises are open.

4. A vending machine operator shall remove all of his or her vending machines which are located in any place prohibited by this ordinance.

(d) No manufacturer, distributor, jobber, subjobber or retailer, or their employees or agents, may provide cigarettes or tobacco products for nominal or no consideration to any person under the age of 18.

(e) No retailer may sell cigarettes in a form other than as a package or container on which a stamp is affixed under Section 139.32 (1), Wisconsin Statutes.

(5) DEFENSE OF RETAILER, MANUFACTURER AND DISTRIBUTOR. Proof of all of the following facts by a retailer, manufacturer or distributor who sells cigarettes or tobacco products to a person under the age of 18 is a defense to any prosecution for a violation of this ordinance.

(a) That the purchaser falsely represented that he or she had attained the age of 18 and presented an identification card.

(b) That the appearance of the purchaser was such that an ordinary and prudent person would believe that the purchaser had attained the age of 18.

(c) That the sale was made in good faith, in reasonable reliance on the identification card and appearance of the purchaser and in the belief that the purchaser had attained the age of 18.

(6) PENALTIES.

(a) Violations of Sections (4)(a), (4)(c)1., (4)(c)2., (4)(d) and (4)(e) of this section shall be subject to the following forfeitures:

1. Not more than \$500 if the person has not committed a previous violation within 12 months of the violation; or
2. Not less than \$200 nor more than \$500 if the person has committed a previous violation within 12 months of the violation.

(b) A court shall suspend any license or permit issued under Sections 134.65, 139.34 or 139.79, Wisconsin Statutes to a person for:

1. Not more than 3 days, if the court finds that the person committed a violation within 12 months after committing one previous violation;
2. Not less than 3 days nor more than 10 days, if the court finds that the person committed a violation within 12 months after committing 2 other violations, or
3. Not less than 15 days nor more than 30 days, if the court finds that the person committed the violation within 12 months after committing 3 or more other violations.

(c) The court shall promptly mail notice of a suspension under subsection (b) to the State Department of Revenue and to the clerk of each municipality which has issued a license or permit to the person.

(d) Whoever violates subsection (4)(b) shall forfeit not more than \$25.

Public Safety Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	May 17, 2022
DEPARTMENT:	Human Resources
DIRECTOR:	Chris McDonell
PREPARER:	Chris McDonell

Agenda Summary Shift Differential for 3rd Shift Dispatchers

BACKGROUND INFORMATION: When 3rd shift dispatchers are given extra responsibilities with dispatching for other municipalities we would like to give them a shift differential of an extra \$1 per hour. The Sheriff's Office cannot afford to lose a dispatcher as we are struggling to maintain adequate staffing levels. Dispatcher shortages are not uncommon and with the municipalities facing the same problem, we are the go-to agency to help everyone out. We need to be able to continue to offer this service to the municipalities and we cannot do this unless we keep up our staffing. The staff should be compensated for this.

ANALYSIS: The cost to the county will be approximately \$1000 if we allow the \$1/hour raise for the 3rd shift dispatchers.

FUNDING SOURCE: This cost will be covered within the current cost center of the Sheriff's Office.

RECOMMENDED MOTION: Approve the shift differential of an extra \$1 per hour for 3rd shift dispatchers.

Public Safety Committee

AGENDA INFORMATION SHEET

AGENDA DATE: May 17, 2022
DEPARTMENT: Sheriff
DIRECTOR: Christy Knowles
PREPARER: Timothy Nelson

Agenda Summary Additional Deputy Sheriff Position for School Resource Officer (SRO) Implementation

BACKGROUND INFORMATION: A School Resource Officer (SRO) plays an integral role in a school system as they ensure the physical safety of a school building, as well as teach, mentor and counsel students. An SRO helps school staff, students, parents and community members feel welcome and safe when they enter a school. The duties of an SRO are similar to community policing, using partnerships to bring more resources to assist with school safety.

ANALYSIS: An SRO is different from a security guard. An SRO is a law enforcement officer who is selected and specially trained to work in a school system. They are there to protect and serve the education environment. All Ozaukee schools have a school safety team. An SRO will contribute to this team on a daily basis by ensuring a safe campus, educating students about law-related topics and informally mentoring students. An SRO is a positive role model for students and can assist school officials by making referrals for students to social services, the public health office and legal aid.

The primary responsibility for the SRO is safety. However, many other duties are assigned to an SRO. SROs can provide education and assistance to students experiencing bullying, violence, drugs & alcohol, and more.

It is the school's responsibility to discipline students if necessary, SROs are not part of this process. However, if there is a violation of criminal law or an ordinance, the SRO will assist in determining the best option for the student. In addition to safety, another goal is community engagement; getting to our youth at an early age to combat addictions and mental health stigma. The presence of SROs can be key to declines in violent incidents in school, such as physical attacks.

In Ozaukee County, all school districts have SROs except Northern Ozaukee School District and St. Francis Borgia Catholic School. We currently assign a Court Services Officer to "walk through" the schools two -three times a week, when time permits. We have experienced an increase in positive working relationship as a result of these visits.

There is a need for a regular law enforcement presence in our schools, as safety and relationship building are key for our youth. The schools have noticed this positive relationship and have proposed a cost share of an SRO.

The Sheriff's Office is requesting an additional deputy position to fill the SRO assignment beginning in August of 2022. The cost for an SRO for the remainder of 2022 will be approximately \$32,820. It is anticipated that through a modified staffing plan that the SRO

program will be budget neutral. For fiscal year 2023 the schools will begin reimbursing the Sheriff's Office approximately \$40,639 for SRO services on yearly basis.

FISCAL IMPACT:

Balance Current Year: \$32,820 Next Year's Estimated Cost: \$78,753

FUNDING SOURCE:

County Levy: \$78,753 Non-County Levy: \$40,639

Indicate source: Schools SRO Cost Share

RECOMMENDED MOTION: Approve Sheriff's Office adding an additional deputy sheriff position for implementation of the School Resource Officer (SRO) program.

ATTACHMENTS:

- SRO Deputy Cost Share-2023 (PDF)
- School Resource Officer MOU (PDF)

Ozaukee County Sheriff's Office

School Resource Officer Estimated Cost Sharing - 2023

Hourly Rate	\$30.87	\$33.08	\$33.42	\$35.11	\$36.85	\$37.11	\$38.66
Salary	\$64,210	\$68,806	\$69,514	\$73,029	\$76,648	\$77,189	\$80,413
Social Security	\$4,912	\$5,264	\$5,318	\$5,587	\$5,864	\$5,905	\$6,152
WRS	\$7,384	\$7,913	\$7,994	\$8,398	\$8,815	\$8,877	\$9,247
Health Insurance	\$23,172	\$23,172	\$23,172	\$23,172	\$23,172	\$23,172	\$23,172
Life & Disability Insur	\$295	\$317	\$320	\$336	\$353	\$355	\$370
Total Wage & Benefit	\$100,004	\$105,504	\$106,351	\$110,557	\$114,888	\$115,535	\$119,392
Work Days	260	260	260	260	260	260	260
School Days	177	177	177	177	177	177	177
School Days Percent	68%	68%	68%	68%	68%	68%	68%
School Days Cost	\$68,080	\$71,824	\$72,400	\$75,264	\$78,212	\$78,652	\$81,279
Schools Cost Share Total	\$34,040	\$35,912	\$36,200	\$37,632	\$39,106	\$39,326	\$40,639
Sheriff's Office Cost Share	\$34,040	\$35,912	\$36,200	\$37,632	\$39,106	\$39,326	\$40,639
<i><u>Schools Cost Share Allocation Detail</u></i>							
Northern Ozaukee	\$27,232	\$28,730	\$28,960	\$30,105	\$31,285	\$31,461	\$32,511
St. Francis Borgia	\$3,404	\$3,591	\$3,620	\$3,763	\$3,911	\$3,933	\$4,064
Divine Savior	\$2,587	\$2,729	\$2,751	\$2,860	\$2,972	\$2,989	\$3,089
Riveredge	\$817	\$862	\$869	\$903	\$939	\$944	\$975
Total	\$34,040	\$35,912	\$36,200	\$37,632	\$39,106	\$39,326	\$40,639

OZAUKEE COUNTY SHERIFF'S OFFICE
MEMORANDUM OF UNDERSTANDING FOR
SCHOOL RESOURCE OFFICER PROGRAM

This Agreement is entered into by and between the Northern Ozaukee School District, Divine Savior Catholic School, St. Francis Borgia Catholic School, Riveredge School, and the Ozaukee County Sheriff's Office.

I. Purpose

The purpose of this Memorandum of Understanding is to formally establish and memorialize a School Resource Officer (SRO) Program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve, have a shared understanding of the goals of the SRO Program.

II. Plan of Operation

A. Cost of the SRO program

1. The SRO program shall be staffed with one full-time School Resource Officer from the Ozaukee County Sheriff's Office. Should the parties to this agreement determine additional SROs in excess of one be desired or warranted, this agreement may be modified as appropriate to reflect such an enhanced deployment.
2. The Northern Ozaukee School District (District) will pay 40% and St. Francis Borgia Catholic School, Divine Savior Catholic School and Riveredge School will pay a combined 10% of the cost per SRO of salary and benefits at 68% of a full-time Ozaukee County Sheriff's Deputy Contract (based on the number of days school is in session for the Northern Ozaukee School District). The annual amount to be paid by the District shall be determined by October 1 of the preceding calendar year. Any annual amount due by the District shall be prorated for any calendar year in which this Agreement is in effect for less than the full 12 months.
3. The annual amount to be paid by St. Francis Borgia Catholic School, Divine Savior Catholic School and Riveredge School will be determined by October 1 of the preceding year. The three (3) schools will contribute an agreed upon percentage of the 10% owed based on the hours spent in each school. Any annual amount due by these schools shall be prorated for any calendar year in which this Agreement is in effect for less than the full 12 months.
4. The Ozaukee County Sheriff's Office will provide all funding to satisfy remaining salary, benefits and other ancillary costs (that may occur from time-to-time) for the SRO position. Annual contribution amounts effective for the period beginning on January 1, 2023 are depicted in Exhibit A, as well as all uniform and equipment necessary to outfit a newly hired SRO. Exhibit A contains an itemized listing of all salary and benefit amounts for the position of School Resource Officer. Amounts shown in Exhibit A shall be adjusted annually by any actual cost increase incurred by the County in providing the SRO. Any annual amount reflected on Exhibit A, as revised from time to time, due by the District or St. Francis Borgia Catholic School, Divine Savior Catholic School and Riveredge School shall be prorated for any calendar year in which this Agreement is

in effect for less than the full 12 months.

5. Payments by the District will be made in 10 equal installments during the course of the applicable calendar year beginning in August of the upcoming school year.
6. Payments by St. Francis Borgia Catholic School, Divine Savior Catholic School and Riveredge School will be made one-time each year, no later than April 1.

Each of the participating parties is solely responsible for its own staff costs and shall not be responsible for any payments, costs or fees incurred by any of the other participating parties except as expressly set forth herein. A summary cost allocation detailing each participating party's contribution(s) for 2022-2023 school year is attached herein as Exhibit A.

B. Duration

1. This memorandum of understanding shall become effective immediately upon execution by signature and remain effective until December 31, 2023 and shall automatically renew each January 1, for up to three (3) years (2024, 2025, 2026) unless any party gives written notice to the other parties prior to April 1 of its intent to not renew the agreement for the succeeding school district fiscal year. Such notice shall be made by certified mail and addressed to the following:

Ozaukee County Sheriff's Office: 1201 S Spring St
Port Washington, WI 53074

Northern Ozaukee School District: 401 Highland Dr
Fredonia, WI 53021

St. Francis Borgia Catholic School: 1425 Covered Bridge Rd
Cedarburg, WI 53012

Divine Savior Catholic School: 305 Fredonia Ave
Fredonia, WI 53021

Riveredge School: 4458 County Rd Y
Saukville, WI 53080

2. This memorandum must be reviewed annually by all signatories or their successors before being renewed.

C. Evaluation of the Program

1. The SRO Program will be assessed annually and the evaluation will be conducted jointly between the Ozaukee County Sheriff's Office, the Northern Ozaukee School District, St. Francis Borgia Catholic School, Divine Savior Catholic School and Riveredge School. The following areas will be used to evaluate the program:
 - a) The success of established goals and objectives.
 - b) Police-student contacts (citations, arrests, community and school outreach activities, etc.).
 - c) Community feedback.

- d) The accomplishment of tasks agreed upon as part of any work plan written in conjunction with the leaders of each school.

D. Employment of SRO

1. SROs shall be employees of the Ozaukee County Sheriff's Office and shall be subject to the administration, supervision, and control of the Ozaukee County Sheriff's Office.
2. SROs shall be subject to all personnel policies and practices of the Ozaukee County Sheriff's Office except as such policies or practices may be modified by the terms and conditions of this agreement.
3. The Ozaukee County Sheriff's Office, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SROs.
4. A joint committee composed of representatives of the Ozaukee County Sheriff's Office, the Northern Ozaukee School District, St. Francis Borgia Catholic School, Divine Savior Catholic School, and Riveredge School shall make recommendations for the SRO positions to the Sheriff who shall assign such officers.
5. The Northern Ozaukee School District Superintendent and the Principals of St. Francis Borgia Catholic School, Divine Savior Catholic School and Riveredge School may request the immediate removal and/or reassignment of an officer from the program.
6. Suggested assignment term to the SRO program shall be for a period of four (4) years. Ultimately, the length of term for the assignment will be at the Sheriff's discretion.
7. If more than one SRO is assigned, SRO staff transitions will occur in different years in order to create consistency in training and to enhance community relationships.
8. On years of new assignments, an officer must be selected by January 1 to allow for collaborative transition, planning, and training. The Northern Ozaukee School District and the Ozaukee County Sheriff's Office will work together to create a transition plan.

E. Chain of Command

1. As employees of the Ozaukee County Sheriff's Office, SROs will be subject to the chain of command within the Ozaukee County Sheriff's Office.
2. In the performance of their duties, SROs shall coordinate and communicate with the Superintendent or their designee.

F. Duty Hours

1. SROs shall be available for duty at the schools when the schools are in session in conjunction with the school calendar. Those days during the year when SROs are not assigned to the schools and thus available for other police activities and/or assignment outside the schools and apart from the program are as follows:
 - a) Winter break
 - b) Spring break
 - c) Summer vacation

- d) Holidays and other anticipated or unexpected times of school closure
- 2. It is preferred by the District that to the extent practicable, and subject to terms of the current Collective Bargaining Agreement (CBA) between the County and the Deputy Sheriff's Association, all efforts will be made to ensure that approved vacation requests for SROs shall not conflict with student contact days.
- 3. As part of his/her responsibility, SROs may be required to attend and assist at certain selected extra-curricular activities of the District, from time to time, which are approved by both the applicable principal and a Sheriff's Office supervisor, at no additional cost to the District.
- 4. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from their employment as SROs shall be considered hours worked as part of this agreement.
- 5. In the event an SRO is absent from work, the SRO shall notify his or her supervisor and the Ozaukee County Sheriff's Office will provide notification to the District Superintendent or designee. The District shall be provided with as much notice as possible of any such unscheduled absence prior to the commencement of said shift.

G. Uniforms

- 1. SROs will wear Ozaukee County Sheriff's Office uniforms, business casual and formal with appropriate logos and name badges depending on the time of the school year, the type of activity or program, and the requests of the District and/or the Ozaukee County Sheriff's Office.
- 2. SROs will wear Ozaukee County Sheriff's Office-issued weapons in accordance with Agency policy.
- 3. The use of any body camera by SROs will conform to Ozaukee County Sheriff's Office policy, and the District will have access to review such policy. Body camera footage recorded on District property is considered a "law enforcement unit record" and will not be considered a pupil record maintained by the District unless such records are obtained by the District pursuant to this Interagency Agreement or as otherwise authorized by Wisconsin law.

H. Training Requirements

- 1. SROs shall receive such training as is necessary to permit SROs to effectively advance the District's educational mission in the context of his or her duties as an SRO. Representatives of the District and the Ozaukee County Sheriff's Office shall determine training topics, goals, and objectives jointly. SROs shall complete currently recommended and available SRO-specific training as soon as practical, and attend the annual Wisconsin SRO conference.
- 2. Additional training shall be provided in the following areas:
 - a) School values and mission - Required (District provided)
 - b) Positive behavioral support and strategies - Required (District provided)
 - c) Trauma-informed practices - Required (Department of Public Instruction)
 - d) Adolescent mental health training - Recommended (NASRO)

I. Expectations of a School Resource Officer

The purpose of the School Resource Officer program is to provide support and resources for school-aged children throughout the community. The program will help foster positive relationships between law enforcement and school-aged children throughout the community by developing strategies to help resolve problems affecting them. The program will also provide valuable resources to school staff members in order to maintain safe environments so all children can reach their fullest potential.

The SRO Program will support and facilitate the educational process within the Northern Ozaukee School District, St. Francis Borgia Catholic School, Divine Savior Catholic School, and Riveredge Catholic School by building and establishing meaningful relationships with students and staff and proactively interacting with the school community to ensure the enforcement of County ordinance and State laws, preservation of public order, protection of life and the prevention, detection, or investigation of crime.

1. The SRO shall meet with building-level school administrators, local Parent/Teacher Organizations (PTOs), and student councils at the secondary level at least annually to discuss the program and both its realized and intended outcomes.
2. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
3. The SRO shall conduct courses and workshops in conjunction with staff and parents for school-aged children enrolled in Northern Ozaukee School District, St. Francis Borgia Catholic School, Divine Savior Catholic School and Riveredge School to promote social awareness, relationship skills, self-management, self-awareness, and responsible decision-making.
4. The SRO will be an active member and participant on the safety committees of each school which includes at least the completion of building walkthroughs and monitoring building safety drills and reporting back on results to District/school administration.
5. The SRO shall work collaboratively with public safety agencies to serve as a liaison between school and community to deter criminal and delinquent behavior.
6. At the request of the school administration, The SRO will be present at selected co-curricular activities, subject to the provision of an annual listing of such events to the Sheriff's Office by each school prior to July 1 of the ensuing school year.
7. The SRO will support the community's school-aged children currently being homeschooled at the request of a group/network of home-schooled parents in the community.

J. Access to Education Records

1. The District designates SROs as "school officials" as provided in the Federal Educational Rights and Privacy Act (FERPA) 20 U.S.C. 1232g, and 118.125(2)(d) of the Wisconsin Statutes. SROs may be provided access to student records information maintained by the District only as needed by SROs to perform his or her duties as SROs. SROs may also be granted access to student records information in the event

of an emergency situation threatening the health or safety of a student or other individual. The SRO may only re-disclose student records information consistent with FERPA and Wisconsin pupil records law.

2. Records created and maintained by the SRO for the purpose of ensuring the safety and security of persons or property in the school, District, or for the enforcement of local, state, or federal laws or ordinances shall not be considered student records - even when such records may serve the dual purpose of enforcing school rules - and are not subject to the same prohibitions of access or disclosure by SROs. (This provision does not prohibit school personnel from complying with the notice and reporting requirements of seclusion or restraint of a student by SROs as specified in 118.305(4) of the Wisconsin Statutes.)

K. Procedures

1. The SRO will not be involved in ordinary school discipline but is permitted to be called as a witness in student disciplinary meetings, suspension meetings or expulsion proceedings. The ability of the SRO to provide police records for the purpose of school disciplinary hearing will be subject to the provisions of Wis. Stats. Sec. 938.396.
2. Absent a real and immediate threat to student, teacher, or school safety, and absent the situations described herein where formal law enforcement intervention is deemed appropriate, building-level school administrators shall have final authority in the building.
3. The school administrator shall conduct his/her own investigation into whether the student violated school rules. This investigation may be conducted in conjunction with or separate from an SRO's investigation, but the school may not use the law enforcement records as the sole basis for disciplinary action.
4. If either the SRO or Sheriff's Office receives information of an ordinance violation or crime on campus, the SRO shall notify the administration of the violation before initiating an investigation, unless the matter poses imminent danger, as soon as possible directly, either through email or telephone to the extent practical.
5. It is the intent of this agreement that the SRO will report and process all crimes originating on campus to the Ozaukee County Sheriff's Office, as may be appropriate. Information on cases worked off-campus by either the Sheriff's Office, Fredonia Marshall's Office or other agencies involving students of the District/schools will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigations.
6. The SRO will coordinate his/her actions with District/school administration for law enforcement cases that occur outside the school environment.
7. The SRO may assist school administration in conducting searches at the request of school administration, as long as the SRO is assisting school officials in furtherance of the school's objectives in maintaining a safe and proper educational environment as opposed to gathering evidence of a crime.

L. Police Interviewing of Students at School

1. Under Northern Ozaukee School District Policy 5540 The Schools and Governmental Agencies, the SRO may conduct an investigation within the school building and interview students as witnesses in school during the school day. An SRO may record the interview. The SRO shall work in conjunction with school administration when conducting an interview. Upon the conclusion of the interview and pursuant to terms of their respective notification procedures for such (District Policy 5540 The Schools and Governmental Agencies), the SRO, the respective Law Enforcement Agency and/or the District/school shall contact the parents about the interview. SROs and the school principal (or designee) will confer to determine if the incident requires further law enforcement consideration. If it is deemed that the incident requires additional law enforcement consideration, Ozaukee County Sheriff's Office Policy 309.1 – Interviewing or Interrogating Juvenile Suspects will be enacted. If the incident is deemed a school-related issue, the principal (or designee) will assume full responsibility for the continued investigation.
2. Requests from law enforcement officers or other agencies to interrogate students will be made through the principal's office. Upon receiving a request, it will be the responsibility of the principal to determine whether the request will be granted and parents will be called.
3. The SRO or law enforcement officer(s) do not need parental permission from a student if a student initiates the interview, the incident involves child abuse, or when it involves a matter of health or safety.

M. Taking a Student Into Custody

1. Students shall not be taken into custody at school, except where a student poses a real and immediate threat to students, staff or public safety or pursuant to a warrant or violent felony investigation.
2. School administration shall be consulted prior to a student being taken into custody when practicable.
3. The student's parent or guardian shall be notified of a child being taken into custody as soon as practicable.

N. Northern Ozaukee School District, St. Francis Borgia Catholic School, Divine Savior Catholic School and Riveredge School Video Surveillance

1. Schools surveillance cameras are considered a tool to assist both the Schools and Law Enforcement Agencies, protect the health, welfare, and safety of students, staff and visitors.
2. The Schools, SRO, and the Ozaukee County Sheriff's Office shall have access to the Schools-owned surveillance camera system to the extent there is no violation of student privacy rights under state or federal law. The Ozaukee County Sheriff's Office access shall be limited to emergency or active threat situations on school grounds, if that access will assist the Agency in responding to an emergency or threat and protecting the health or safety of any individual.

3. School personnel and the Ozaukee County Sheriff's Office shall follow the School Boards' policy regarding the Schools' video surveillance system.
4. The Schools are responsible for the retention and administration of pupil records. The SRO and the Ozaukee County Sheriff's Office are responsible for the retention and administration of law enforcement records. The parties to this memorandum of understanding will discuss the record retention and confidentiality aspects of any video record before a request and transfer of a video record occurs.

O. Fiscal Agent - Receipt and Disbursement of Funds

1. The Ozaukee County Sheriff's Office is to be the operator and fiscal agent of the SRO program, shall contract with employee to provide services in said program, and shall be deemed the employer of said employee.
2. The SRO will be an employee of the Ozaukee County Sheriff's Office. The County will be responsible for payment of SRO salaries and all other related benefits. The Ozaukee County Sheriff's Office will maintain records relating to an SRO's hours of work. The County will be responsible for payroll administration.

P. Emergency Powers Unaffected

1. The Sheriff shall retain the authority to temporarily suspend the County's participation in this program and reassign any officer assigned to the program in the event that the Sheriff determines that such suspension and reassignment are necessary for the health, welfare, safety and best interest of the community, and/or such is required by Ozaukee County, county ordinance, state law, and/or other exigent and/or compelling circumstances. Such suspension shall only be based on demonstrable, legitimate interests of the County and community, and suspension from the School Resource Officer Program, under this provision, shall not be arbitrary or based upon unreasonable criteria. In cases of absence longer than three consecutive workdays from the Schools, the Schools shall not be charged under the provisions of this Memorandum of Understanding.

SIGNATURES

Ozaukee County Sheriff's Office

By: _____
Signature Date

Print Name: _____

Title: _____

Northern Ozaukee School District

By: _____

Signature _____ Date _____

Print Name: _____

Title: _____

St. Francis Borgia Catholic School

By: _____

Signature _____ Date _____

Print Name: _____

Title: _____

Divine Savior Catholic School

By: _____ Date _____

Signature

Print Name: _____

Title:

The Riveredge School

By: _____

Signature _____ Date _____

Print Name: _____

Title:

Public Safety Committee

AGENDA INFORMATION SHEET

AGENDA DATE: May 17, 2022
DEPARTMENT: Administrator
DIRECTOR: Jason Dzwinel
PREPARER: Jason Dzwinel

Agenda Summary Emergency Medical Services Grants Program

BACKGROUND INFORMATION: Resolution 21-72 established the Emergency Medical Services Grants Program from ARPA Funds. The resolution also empowered the Public Safety Committee to approve the grant application that will be used by participating municipalities to apply for the funds.

ANALYSIS: The application asks applicants to specify the amount of the request over the three years of the program, how the funds will be used to improve response time and a high-level sustainability plan. This will be used to estimate what level of support, if any, that may be required from the county for EMS Services after the ARPA funds are exhausted. The resolution does require a formal sustainability plan approved by the participating municipalities by May of 2023.

The application asks municipalities to acknowledge the requirements for the sustainability plan and a reporting procedure to determine impact of the EMS Grants program on response times. In addition, the use of ARPA funds passing through to other levels of government will require a subgrantee agreement between the county and the participating municipality or the primary participating municipality in the event of a joint municipal application. The county desires to have a single primary applicant in the event of a joint application to consolidate reporting requirements. The primary municipal applicant should establish a subgrantee agreement with the other municipal partners under a joint application. The use of federal funds necessitates the subgrantee requirement and will also require that any participating municipality adhere to the Uniform Federal Procurement Standards for any purchase of \$10,000 or more. Finally, for participating municipalities the amount of funds available will require that they adhere to the Federal Single Audit requirements if the municipality will expend more than \$750,000 of Federal funds in any fiscal year. The Single Audit requirements will be required if expenditures under the EMG Grants program in combination to the expenditure of ARPA funds, or any other Federal Funds, exceed the \$750,000 threshold.

Approval of the application should allow funds to be approved by the Public Safety Committee and County Board in July of 2022.

FISCAL IMPACT: \$5,000,000 of ARPA Funds

RECOMMENDED MOTION: Staff respectfully requests that the Public Safety Committee approve the Emergency Medical Services Grants Program application.

ATTACHMENTS:

- EMS Grant Application_FORM_DRAFT_5-11-2022 (002) (PDF)

Ozaukee County

County Administrator's Office

County Sheriff's Department



Ozaukee County EMS Grants Program

Grant Application Round #1

5/18/2022

Ozaukee County EMS Grants Program

Questions regarding the program or application can be directed to the email address provided below.

Do not mail applications. Applications will only be accepted via email to the address below.

Applications will be accepted until the due date. Award of Ozaukee County EMS Grant funded will be recommended by the County Administrator and the Ozaukee County Sheriff Committee to the Ozaukee County Public Safety Committee, authorized to approve the award of funding to applying municipalities.

Applications Due: June 30, 2022

Contact Info: Jason Dzwinel
County Administrator
Ozaukee County
121 W. Main Street
(262) 238-8202

Email: jdzwinel@co.ozaukee.wi.us

Please Note:

Ozaukee County EMS Grant Application materials can be downloaded from the Ozaukee County website at:

General Grant Guidelines can be found in attached Ozaukee County Resolution 21-72. Grants agreements will be executed between the County and the Applicant, or “Lead Municipality”, when there are joint applications. Funds will be released to the Applicant or “Lead Municipality”, who will distribute funds, allocated to joint municipal applicants. Please be advised, acceptance of \$750,000 in federal funds in any given calendar year will trigger the requirement of a Single Audit Report.

**Contact Jason Dzwinel or Jason Wittek, Policy & Budget Analyst
jwittek@co.ozaukee.wi.us with any questions or clarifications.**

Ozaukee County EMS Grant Application

Part 1 – EMS Grant Request

Grant Request Amount:	Matching Funding, if applicable:	Total Project Cost:
\$	\$	\$
Source of Matching Funding, if applicable (Local, other grants, etc.):		
Amount to be Funded in Year 1: \$		
Amount to be Funded in Year 2: \$		
Amount to be Funded in Year 3: \$		
Project Title:		
Project Coverage Area (List Specific Municipalities) :		
Brief Project Description:		
Number of Fire Paramedic (FTE) Positions to be Hired - Year 1: Year 2: Year 3:		
If Project Receives EMS Grant Funding:		
Project Begin Date (mm/yy): / Project Completion Date (mm/yy): /		

Part 2 – Applicant Information

Applicant (Lead Municipality/Grantee):	
Municipality Type: City Village Town	
Joint Application?: No Yes (If yes, list other unit(s) of government):	
Applicant - Chief Elected Official :	Title:
Applicant - Municipal Administrator:	Title:
Applicant - Fire/EMS Chief:	Title:
Municipal Street Address:	
Municipal Mailing Address if Different than Above:	
City:	Zip:
Chief Elected Official's Signature:	Date:
Municipal Administrator's Signature:	Date:
Fire/EMS Chief's Signature:	Date:

Application Contact

Name:	
Municipality:	
City:	Zip:
Phone: ()	E-mail:

Ozaukee County EMS Grant Application

Part 3 – Budget Narrative (Demonstrate how funds will be allocated to improve response times, with the additional number of FP Positions)

Current Average Response Time:

Estimated Improved Average Response Time:

Part 4 – Describe the Current Situation (Number of FP personnel, budget constraints, current fire and EMS community response statistics, and call volumes, etc.)

2021 Actual Expenses: \$

2021 Actual Revenue: \$

2022 Budget Expenses: \$

2022 Budget Expenses: \$

Current Number of FP-FTE Positions:

Call Volume – Fire:

EMS:

Ozaukee County EMS Grant Application

Part 5 – Outline Your Sustainability Plan (Refer to 7.a.b.c. of Resolution 21-72. Note, if consolidating; project your integrated budget, and detail allocation of funds)

Budget Expenses - Personnel: \$	Revenue – Municipal Tax: \$
Budget Expenses – Non-Personnel: \$	Revenue – Fees: \$
	Revenue – Request for Cty Funds: \$

Attachment: EMS Grant Application_FORM_DRAFT_5-11-2022 (002) (Emergency Medical Services Grants Program)

Ozaukee County EMS Grant Application

Part 5 – Grant Eligibility

Acknowledge the following to demonstrate initial application eligibility.

Yes	No	Participating municipalities acknowledge that if their project is funded, they must approve a Sustainability Plan (contents of which are in 7. a.b.c. in Adopted Resolution 21-72) before May 1, 2023 to continue funding and to remain eligible for ongoing funding under the Ozaukee County EMS Program.
Yes	No	Participating municipalities acknowledge that they may be required to report out to Ozaukee County Board of Supervisors and/or the County Public Safety Committee as requested while being funded under the Ozaukee County EMS Program.
Yes	No	Participating municipalities acknowledge that a Memorandum of Understanding/Sub Grantee Agreement between the participating municipalities and Ozaukee County will be required before Ozaukee County EMS Program funding will be distributed.
Yes	No	Participating municipalities acknowledge that they must identify funds contributed by the municipality or municipalities that will be used to recruit and retain Fire Paramedic positions under the Ozaukee County EMS Program.
Yes	No	Participating municipalities acknowledge that they must report, by March 1, 2023, the impact of the funding on: 1. EMS staffing levels per day from December 1, 2021 until December 31, 2023; and 2. EMS community responding statistics and call volumes from December 1, 2021 until December 31, 2023; and 3. Operating budget expenses and revenues from January 1, 2022 until December 31, 2023; and 4. All efforts and funding allocated to the sustainability plan as approved by the participating municipal government.
Yes	No	Participating Municipalities acknowledge they must follow Uniform Guidance (2 CFR 200) Federal government's guidance on Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards (Acceptance of \$750,000 in federal funds in any calendar year will require a Single Audit Report).

Initial: **Chief Elected Official**

Initial: **Municipal Administrator**

Initial: **Fire/EMS Chief**

RESOLUTION NO. 21-72

ESTABLISHING THE OZAUKEE COUNTY EMERGENCY MEDICAL SERVICES
GRANTS PROGRAM FROM AMERICAN RESCUE PLAN ACT FUNDS

WHEREAS, the provision of fire and emergency medical services in Ozaukee County is a base level expectation of all citizens and taxpayers; and

WHEREAS, historically nine municipal fire and emergency medical services departments have steadfastly provided protection to the public when fire or medical events impact their lives, relying primarily on a paid-on-call or volunteer staffing model; and

WHEREAS, requests for emergency medical services constitute eighty percent of calls for service from the municipal fire and emergency medical services departments countywide; and

WHEREAS, requests for emergency medical services by senior age populations in Ozaukee County encompass more than other age groups and demographic projections anticipate nearly 34% growth in the senior populations from 2020-2040; and

WHEREAS, increasing demand for emergency medical services and the unsustainability in the paid-on-call or volunteer staffing model result in one Ozaukee County community with a response time under the State of Wisconsin average response time of eight minutes and six seconds and some with times in excess of fourteen minutes; and

WHEREAS, a recent analysis of the provision of fire and emergency medical services in Ozaukee County by the Wisconsin Policy Forum revealed,

1. The primary weakness that must be immediately addressed in Ozaukee County pertains to EMS response, as opposed to fire response.
2. If policymakers wish to consider options to move toward full-time staffing models and achieve service levels approaching those of the North Shore Fire Department, then they would be served best from both a financial and programmatic perspective by doing so collaboratively as opposed to individually.

NOW, THEREFORE, BE IT RESOLVED, that the Ozaukee County Board of Supervisors authorizes the designation of \$5,000,000 of the American Rescue Plan Act 2021 funds be allocated to Ozaukee County to assist participating local municipalities to recruit and retain up to eighteen Fire Paramedic positions countywide establishing the Ozaukee County EMS Grants Program; and

FURTHER RESOLVED, that the Ozaukee County EMS Grants Program is established with the following grant terms:

1. Municipalities operating a fire and emergency medical services department may apply for a three-year grant of \$200,000 per year to recruit and retain Fire Paramedic positions in their municipality; and
2. Municipalities applying for the Ozaukee County EMS Grants Program that submit applications with an agreement to consolidate services with another municipality are eligible for \$100,000 per year per each consolidating municipality; and

3. If three or more municipalities applying for the Ozaukee County EMS Grants Program consolidate services with three or more municipalities capital awards can be applied for up to \$100,000 per municipality; and
4. Municipalities must provide a budget narrative demonstrating how the Fire Paramedic positions recruited will improve the response times for the municipal EMS services; and
5. Municipalities must provide information on the current personnel and operating budget expenses and revenues, current budget restraints, current fire and EMS community responding statistics, call volumes; and
6. Municipalities must identify matching funds contributed by the municipality or municipalities that will be used to recruit and retain Fire Paramedic positions under the Ozaukee County EMS Grants Program; and
7. Municipalities must provide a sustainability plan including;
 - a. Analysis of all associated fees, assessments, taxes, etc. and the best possible formula for cost recovery; and
 - b. Identify revenue sources for consideration, municipal levy limit impact and alternative revenue sources, and any requested ongoing county property tax levy support; and
 - c. Develop a projected integrated budget for applications consolidating one or more consolidating municipality; and
8. All participating municipal government(s) must approve a sustainability plan before May 1, 2023 to continue funding under the Ozaukee County EMS Grants Program to remain eligible for ongoing funding under the program; and

FURTHER RESOLVED, that the Ozaukee County Board of Supervisors authorizes the County Administrator and County Sheriff to develop a grant application process for the Ozaukee County EMS Grants Program with a goal of recruiting and retaining up to eighteen Fire Paramedic positions countywide with the oversight of the Ozaukee County Public Safety Committee to review the submitted grant applications and approve requests satisfying grant terms; and

FURTHER RESOLVED, that all grants approved and funding amounts awarded under the Ozaukee County EMS Grants Program will be reported to the Ozaukee County Board of Supervisors when approved by the Ozaukee County Public Safety Committee; and

FURTHER RESOLVED, that the Ozaukee County Board of Supervisors authorizes the County Administrator and County Sheriff to enter into Memorandums of Understanding with participating local municipalities awarding funds under the Ozaukee County EMS Grants Program with the oversight of the Ozaukee County Public Safety Committee.

FURTHER RESOLVED, that all participating municipal government(s) in the Ozaukee County EMS Grants Program must report, by March 1, 2024, the impact of the funding on:

1. EMS staffing levels per day from December 1, 2021 until December 31, 2023; and
2. EMS community responding statistics and call volumes from December 1, 2021 until December 31, 2023; and
3. Operating budget expenses and revenues from January 1, 2022 until December 31, 2023; and

4. All efforts and funding allocated to the sustainability plan as approved by the participating municipal government.

Dated at Port Washington, Wisconsin, this 6th day of April 2022.

SUMMARY: Establishing the Ozaukee County Emergency Medical Services Grants Program from American Rescue Plan Act Funds.

VOTE REQUIRED: Two Thirds Members Elect

EXECUTIVE COMMITTEE

RESULT: **APPROVED [UNANIMOUS]**

MOVER: R. Nelson, Supervisor District 6

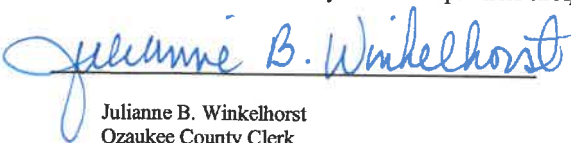
SECONDER: K. Geracie, Supervisor District 15

AYES: Schlenvogt, Melotik, Geracie, Nelson, Jobs, Grabow

TO WHOM IT MAY CONCERN:

I, Julianne B. Winkelhorst, County Clerk for Ozaukee County, Wisconsin, hereby certify that the foregoing is a true and correct copy of Resolution No. 21-72, adopted by a two-thirds majority of members elect of the Ozaukee County Board of Supervisors on April 6, 2022.

(S E A L)



Julianne B. Winkelhorst
Ozaukee County Clerk

Adopted Vote: Ayes – 22
 Nays – 0
 Absent – 3

Public Safety Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	May 17, 2022
DEPARTMENT:	Sheriff
DIRECTOR:	Christy Knowles
PREPARER:	Timothy Nelson

Agenda Summary Management/Financial Reports

ATTACHMENTS:

- Sheriff's Office Reports - May 2022 (PDF)

Ozaukee County Committee Report
General Fund Sheriffs Department
 For the Four Months Ending Saturday, April 30, 2022
 Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2022 YTD Actual	2022 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Intergovernmental Revenues	\$1,487	\$1,487	\$57,000	\$55,513	2.61%
Public Charges for Services	\$42,223	\$116,481	\$384,150	\$267,669	30.32%
Intergovernmental Charges	\$16,321	\$46,309	\$215,000	\$168,691	21.54%
Interdepartmental Charges	\$1,190	\$1,253	\$4,200	\$2,947	29.83%
Other Revenue	\$19,786	\$81,244	\$165,275	\$84,031	49.16%
Total Revenues	\$81,007	\$246,774	\$825,625	\$578,851	29.89%
Expenditures					
Salaries	\$933,723	\$2,548,628	\$8,324,617	\$5,775,989	30.62%
Fringe Benefits	\$289,730	\$1,084,880	\$3,097,199	\$2,012,319	35.03%
Travel/Training	\$6,191	\$15,803	\$53,120	\$37,317	29.75%
Supplies	\$74,578	\$305,163	\$764,632	\$459,469	39.91%
Purchased Services	\$107,363	\$393,278	\$1,251,332	\$858,054	31.43%
Interdepartment Charges	\$25,822	\$137,346	\$428,473	\$291,127	32.05%
Other Expenses	\$5,289	\$30,876	\$122,635	\$91,759	25.18%
Total Operating Expenditures	\$1,442,696	\$4,515,974	\$14,042,008	\$9,526,034	32.16%
Capital Outlay					
Equipment & Furniture	-	-	\$296,250	\$296,250	0.00%
Total Capital Outlay	-	-	\$296,250	\$296,250	0.00%
Total Expenditures	\$1,442,696	\$4,515,974	\$14,338,258	\$9,822,284	31.50%
Other Finance (Sources)	-	(\$66,000)	(\$66,000)	-	100.00%
Net Other Financing Sources/Uses	-	(\$66,000)	(\$66,000)	-	100.00%
Net Increase (Decrease)	(\$1,361,689)	(\$4,203,200)	(\$13,446,633)	(\$9,243,433)	31.26%

Equity:

Notes:

Intergovernmental Revenues -

Reimbursement from Probation & Parole funds & WI Dept of Justice for Training, usually received in last quarter of the fiscal year.

Intergovernmental Charges -

Inmate Boarding for State of Wisconsin Department of Corrections.

Operating Budget allocation = \$180,000

Net Other Financing Sources/Uses

Transfer from Jail Assessment Fund for Jail Improvements = \$66,000

Ozaukee County Committee Report
General Fund Emergency Management
 For the Four Months Ending Saturday, April 30, 2022
 Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2022 YTD Actual	2022 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Intergovernmental Revenues	(\$1,859)	-	\$78,193	\$78,193	0.00%
Other Revenue	-	\$2,977	\$5,000	\$2,023	59.54%
Total Revenues	(\$1,859)	\$2,977	\$83,193	\$80,216	3.58%
Expenditures					
Salaries	\$21,870	\$55,557	\$199,836	\$144,279	27.80%
Fringe Benefits	\$4,931	\$17,749	\$49,116	\$31,367	36.14%
Travel/Training	\$781	\$2,331	\$3,800	\$1,469	61.34%
Supplies	\$13,025	\$13,280	\$57,577	\$44,297	23.06%
Purchased Services	\$278	\$5,571	\$20,225	\$14,654	27.55%
Interdepartment Charges	\$1,423	\$9,659	\$30,325	\$20,666	31.85%
Other Expenses	\$494	\$494	\$3,638	\$3,144	13.58%
Total Operating Expenditures	\$42,802	\$104,641	\$364,517	\$259,876	28.71%
Capital Outlay					
Total Expenditures	\$42,802	\$104,641	\$364,517	\$259,876	28.71%
Net Increase (Decrease)	(\$44,661)	(\$101,664)	(\$281,324)	(\$179,660)	36.14%

Equity:

Notes:

Intergovernmental Revenues - timing of grant reimbursement from Wisconsin Division of Emergency Management for (yearly Nov or Dec):
 EMPG - Emergency Management Planning Grant - Operations
 ECPRA - Emergency Planning & Community Right to Know Act - Hazmat Operations & Equipment
 Other Revenue - Funds received for responding to HazMat calls per Wisconsin Statutes 323.71

Ozaukee County Sheriff's Office

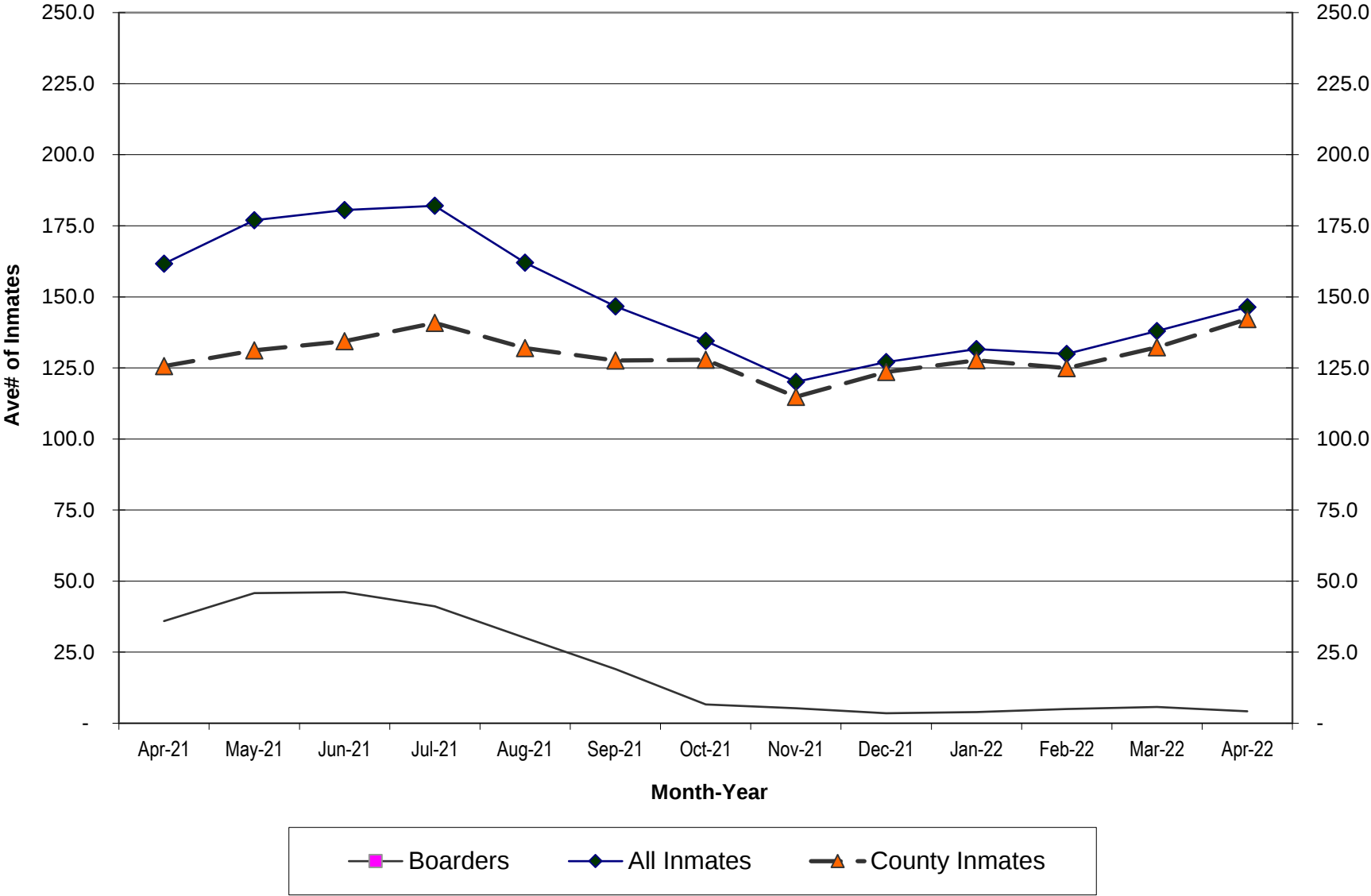
Average Jail Inmate Population

Bookings as of 04/30/2021: 669

Bookings as of 04/30/2022: 796

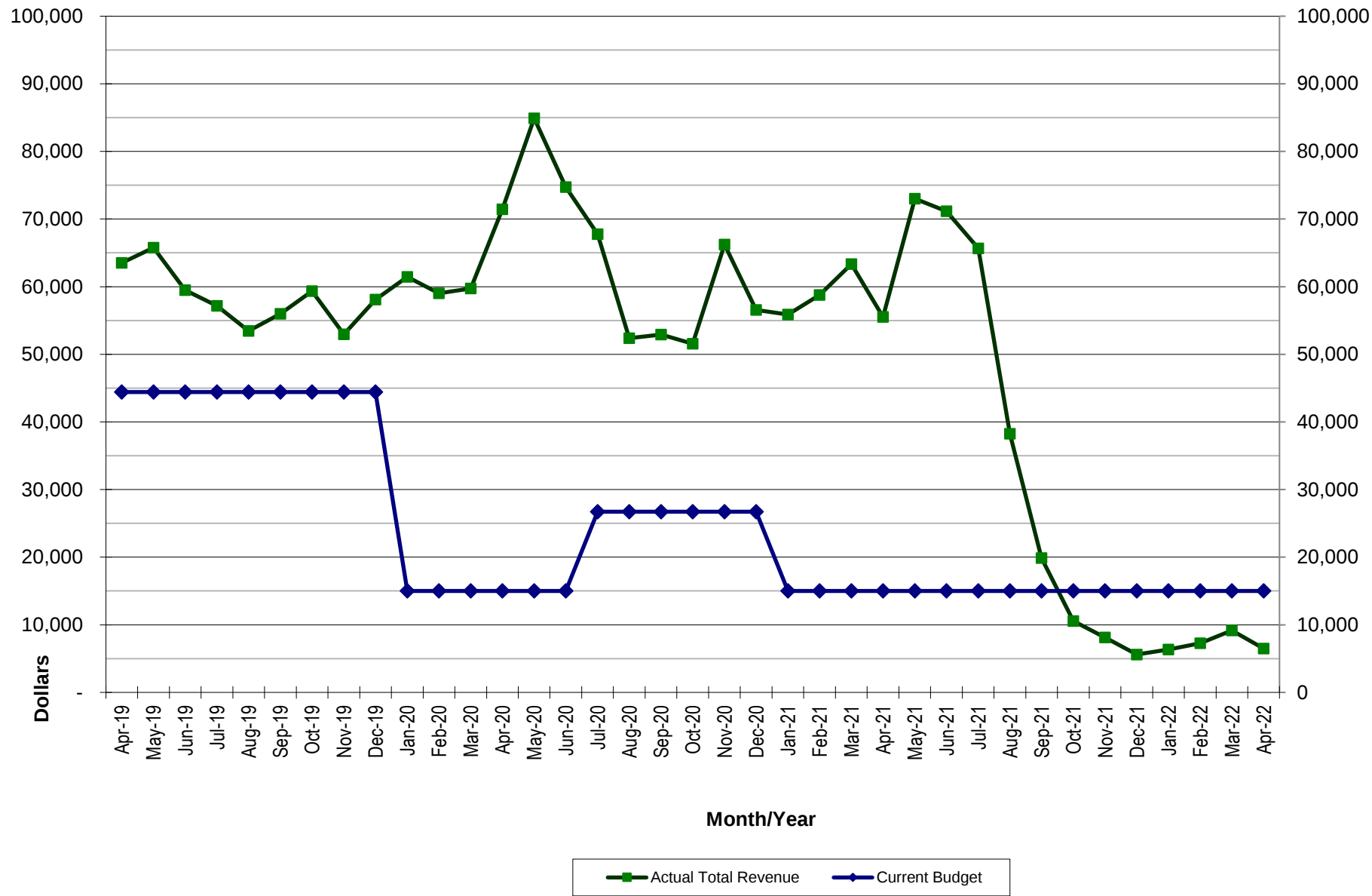
	Report Average	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22
<u>Adults Average</u>														
County														
Male	103.74	101.5	107.9	111.8	116.3	109.4	102.0	100.3	88.7	92.5	98.5	102.6	105.3	111.8
Female	25.88	24.2	23.2	22.6	24.6	22.6	25.6	27.6	26.1	31.1	29.2	22.4	27.0	30.3
Total	129.61	125.7	131.2	134.4	140.9	132.0	127.6	127.9	114.8	123.5	127.7	124.9	132.3	142.2
Boarders														
Male	18.59	35.1	43.9	44.5	39.7	28.0	17.8	5.7	4.5	3.5	4.0	5.0	5.7	4.2
Female	0.83	0.9	1.9	1.6	1.5	2.0	1.2	0.9	0.7	-	-	-	-	-
Total	19.42	36.0	45.8	46.1	41.2	30.0	19.1	6.6	5.3	3.5	4.0	5.0	5.7	4.2
Totals														
Male	122.32	136.6	151.8	156.2	156.0	137.4	119.8	106.0	93.3	96.0	102.5	107.6	111.0	116.0
Female	26.71	25.1	25.1	24.3	26.1	24.6	26.8	28.5	26.8	31.1	29.2	22.4	27.0	30.3
Total	149.03	161.6	176.9	180.5	182.0	162.0	146.6	134.5	120.1	127.1	131.6	130.0	138.0	146.4

Ozaukee County Sheriff's Office
Jail Population Average Days--2021 & 2022



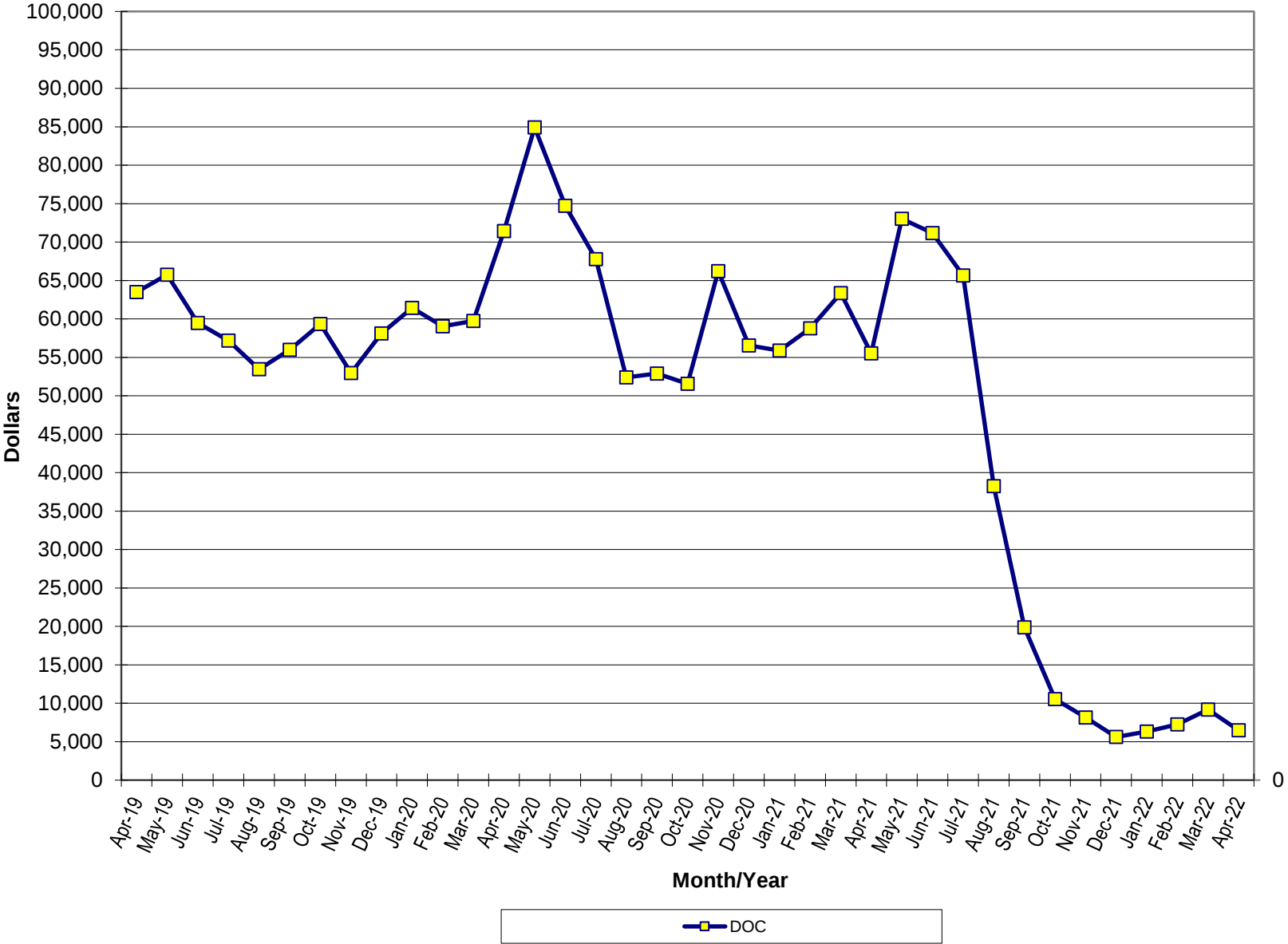
Attachment: Sheriff's Office Reports - May 2022 (Management/Financial Reports)

OZSO Boarding Revenue History--Total Dollars
04/01/2019--04/30/2022



Attachment: Sheriff's Office Reports - May 2022 (Management/Financial Reports)

OZSO Boarding Revenue History--Payor
04/01/2019 -- 04/30/2022



Attachment: Sheriff's Office Reports - May 2022 (Management/Financial Reports)

DIVISION OVERTIME SUMMARY BY TYPE

From: 04/01/2022 to 04/30/2022

	COURT	COURT SECURITY	DRUG UNIT	EXTRA PATROL	FTO TRAINING (Straight Time)	INVESTIGATION / REPORT WRITING	Holiday Worked (Double time)	K-9 Duties	NURSE CALL-IN	NURSE STANDBY (Straight Time)	OTHER	SHIFT COMMANDER VACANCY	SHIFT VACANCY	SPECIAL ENFORCEMENT	SRT TRAINING	SRT Callout	TRAINING	TRAINING TRAVEL TIME (Straight Time)	TRANSPORTS	Total
Administration																				
Court Services		8.50																2.25	0.50	11.25
Clerical (Straight Time)										2.58		1.00								3.58
Detectives			13.00			24.50												14.50		52.00
Dispatch					83.25					7.50		370.75					6.00			467.50
Drug Unit																				
Jail	0.25				16.00	3.00						556.75		8.25			125.75	53.50	26.75	790.25
Jail Sgts												44.00					15.00			59.00
Nurse										4.75							3.00			7.75
Patrol	6.75		4.50	1.25	73.00	75.50				5.00		130.50		8.25			75.50	3.00	5.25	388.50
Patrol Sgts	2.00					2.25	16.50			2.00		25.25				2.75		16.00		66.75
Emergency Mngmt																				
Total	9.00	8.50	17.50	1.25	172.25	105.25				21.83		1,128.25		16.50	2.75	225.25	89.25	32.50		1,846.58