



AGENDA  
PUBLIC SAFETY COMMITTEE  
REGULAR MEETING  
**TUESDAY, JULY 19, 2022 – 8:15 AM**  
JUSTICE CENTER - ROOM 101A (SHERIFF'S CONFERENCE)  
1201 S. SPRING STREET, PORT WASHINGTON, WI 53074

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*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. PUBLIC COMMENTS, CORRESPONDENCE, COMMUNICATIONS**

**4. DISCUSSION ITEM:**

- a. Review of Open Meetings Law and Committee Responsibilities per Ozaukee County Policy and Procedure Manual – *Rhonda Gorden, Corporation Counsel*

**5. APPROVAL OF MINUTES**

- a. May 17 and June 27, 2022

**6. ACTION ITEMS:**

- a. Review Municipal Applications to Ozaukee County EMS Grants Program and Approve Funding Allocations

**7. CORONER**

**a. Management/Financial/Informational Reports:**

- 1. Coroner Report

**8. DISTRICT ATTORNEY**

**a. Management/Financial/Informational Reports**

- 1. District Attorney Reports

**9. CLERK OF COURTS**

**a. Management/Financial/Informational Reports:**

- 1. Clerk of Courts Report

**10. SHERIFF'S DEPARTMENT**

**a. Action Items:**

- 1. Acceptance of Bids for Justice Center Training and Storage Building

**b. Management/Financial/Informational Reports:**

- 1. Management/Financial Reports

**11. NEXT MEETING DATE**

To Be Determined

**12. ANNUAL JAIL INSPECTION**

*Pursuant to Wisconsin State Statutes Section 59.54(15)*

**13. 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

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**AGENDA DATE:** July 19, 2022  
**DEPARTMENT:** County Clerk  
**DIRECTOR:** Julie Winkelhorst  
**PREPARER:** Julie Winkelhorst

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**Agenda Summary** Review of Open Meetings Law and Committee Responsibilities per Ozaukee County Policy and Procedure Manual

#### **ATTACHMENTS:**

- Public Safety Committee (PDF)
- Fact-Sheet-1\_-Open-Meetings-Law (PDF)
- ethFAQ3-08 (PDF)

## 2.03 STANDING COMMITTEES OF THE COUNTY BOARD

### (1) General Powers and Duties:

- (a) Oversight of County Departments: Oversight shall include but is not limited to the following:
  - 1. Interview up to three candidates suggested by the County Administrator for appointment to the position of Director, Department Head, Administrator, and/or Commissioner of the County Departments within their oversight. The Standing Committee shall recommend an appointee to the full County Board for confirmation within the salary guidelines set by the Finance Committee
  - 2. Monthly review of a department-wide budget summary for each of the County Departments within the Committee's oversight highlighting variances from the adopted budget
  - 3. Direct and guide policy and enforce accountability of the Departments within their oversight
  - 4. Approve all action items including but not limited to:
    - a. Departmental budgets
    - b. Departmental policies and procedures
    - c. Staffing levels and hours
    - d. New positions
    - e. Capital purchases greater than \$5,000
    - f. Fund transfers of \$10,000 or more and any transfer involving funds budgeted for conferences and meetings
    - g. Grant applications and acceptances
    - h. Review departmental fee schedules
    - i. Departmental name changes
  - 5. Authorize, review, and approve intergovernmental agreements and contracts as necessary or as otherwise authorized by law:
- (b) Establish Ad Hoc and/or Study Groups: in keeping with the purposes and objectives of the Committee, to analyze committee policies or issues, and to encourage community involvement
- (c) Setting Agendas:
  - 1. The Committee Chairperson and County Administrator shall set the agendas of the Standing Committees in consultation with Constitutional Officers of the County and Department Heads within their oversight
  - 2. The Office of the County Clerk shall administer the agendas and minutes for all standing Committees
- (d) Standing Committees shall oversee all public work within their departmental oversight, including any contract for the construction, repair, remodeling or improvement of any public work or building
  - 1. Public notices or bids for all public work shall be released and published per Sec. 59.52(29)(a), Wis. Stats.
  - 2. Approve all contracts and change orders:

- a. Change orders up to \$5,000 require the approval of the Public Works Director.
- b. Emergency change orders up to \$25,000 may be approved by the Public Works Director after consultation with Committee Chairperson and County Administrator and the appropriate Department Head.
- c. Change orders over \$25,000 require approval of the Standing Committee.
- d. All change orders must be reported to the Standing Committee at the meeting following their approval.

**(6) Public Safety Committee**

- (a) Serve as the oversight Committee for:
  - 1. Office of the Clerk of Courts
  - 2. Office of the District Attorney
  - 3. Office of the Sheriff and Emergency Management Division
  - 4. Office of the Coroner
- (b) Emergency Management
  - 1. Review and approve as necessary emergency management plans for the County consistent with the state plan of emergency management and assist in the review and approval of municipal emergency management plans and integration of such plans with the County plan
  - 2. Oversee activities of County Emergency Management Director per Chapter 323, of Wis. Stats.
- (c) Law Enforcement: Oversee Sheriff's Department personnel matters as required by County ordinance or Wis. Stats.
- (d) Serve as the liaison to the County Board for the Local Emergency Planning Committee per Sec. 59.54(8), and 166.20, Wis. Stats.
- (e) Serve as joint liaison to the County Board, with Public Works Committee to Traffic Safety Committee

**(7) Term Limits**

- (a) Supervisor Term Limits on Standing Committees
  - 1. No County Board Supervisor shall serve more than four (4) consecutive terms on a Standing Committee.
  - 2. Only full two-year terms shall be counted for the purposes of calculating term limits.
  - 3. The calculation of Standing Committee term limits shall be calculated retroactively to the creation of the current committees per the County Board Reorganization implemented on April 6, 2005.
- (b) Term Limits on Standing Committee Chairpersons
  - 1. No County Board Supervisor shall serve more than three (3) consecutive terms as the Chairperson of a Standing Committee.
  - 2. Only full two-year terms shall be counted for the purposes of calculating term limits.
- (8) Virtual Attendance at Standing Committee Meetings.

- (a) The Committee Chairperson may allow County Board Supervisors to attend standing committee meetings by teleconference when necessary to obtain quorum.
- (b) Access to Standing Committee Meetings.
  - 1. When permission to attend a standing committee meeting by teleconference is granted, a phone number and unique access code will be provided to the County Board Supervisors attending telephonically.
  - 2. The information will be provided via email to County Board Supervisors through their County Board email address.
  - 3. County Board Supervisors shall connect to teleconferences five minutes prior to the start time of the standing committee meetings to ensure access.
  - 4. County Board Supervisors shall enter standing committee meetings on mute and unmute when addressing the committee to lessen disruptions.

## 2.04 COMMITTEE GENERAL PROCEDURES

### (1) Parliamentary Procedure:

- (a) Except as modified by the following rules, the rules of the parliamentary practice in Robert's Rules of Order Newly Revised shall govern in all cases where they are applicable.
- (b) The Statutory Boards and Commissions shall select their own Chairperson and Vice-Chairperson by election.
- (c) No county employee, either full-time or part-time, may serve as a Committee, Board, or Commission, Chairperson or Vice-Chairperson that has any type of oversight responsibility involving that employee.
- (d) Section 2.01(4)(j)2.b. of this manual shall apply to attendance of County Board and citizen members at meetings of Standing Committees except when permission is granted to County Board Supervisors to attend by teleconference pursuant to the provision in Section 2.03(8)(a) of this manual.

### (2) Quorum:

- (a) A quorum is defined as a majority of the authorized number of Committee members. All standing Committees shall consist of five Board members. The Natural Resources Committee shall also contain a Farm Service Agency representative for agricultural soil and water conservation related issues only.
- (b) If any of the members of the Committee are not in attendance then any member of the Executive Committee or the Chairperson's designee may act as members of the Committee.
- (c) When a majority is not in attendance, all present shall be entitled to their per diem, if applicable, and mileage.

### (3) Closed Sessions:

- (a) A meeting of a Committee, upon a motion duly made and carried, may be convened in closed session under one or more of the exemptions provided in Sec. 19.85, Wis. Stats.
  - 1. The motion shall be carried by majority vote in such manner that the vote of each member is ascertained and recorded in the minutes.

2. No motion to convene in closed session may be adopted unless the Committee Chairperson announces to those present at the meeting at which such motion is made:
    - a. The nature of the business to be considered in such closed session
    - b. The specific exemption or exemptions by which such closed session is claimed to be authorized
    - c. No business may be considered at any closed session except that which relates to matters contained in the Committee Chairperson's announcement of the closed session.
  3. A Committee may not commence a meeting, subsequently convene in closed session, and thereafter reconvene again in open session within 12 (twelve) hours after completion of the closed session unless the agenda for the meeting indicates that the Committee will return to open session at an approximate time to be indicated on the agenda.
    - a. If the agenda indicates that the Committee will return to open session, the motion to reconvene into open session shall be carried by majority vote in such a manner that the vote of each member is ascertained and recorded in the minutes
- (4) Public Comment:
- (a) Section 2.01(4)(g)1., 2., 4., 5.a., d., e., and 6. of this manual shall apply to public comment at committee meetings.
  - (b) County Board Supervisors that are non-members of the committee may participate as non-voting members of the committee on any item noticed on the agenda for discussion or action.
- (5) Motions and Voting:
- (a) Any member of a Committee may make a motion.
  - (b) A motion that does not receive a second will be considered lost.
  - (c) All members of the Committee present shall vote on each motion unless excused for a valid reason.
  - (d) The Chairperson must always vote last in order to break a tie vote or to create a tie vote.
  - (e) A tie vote will cause the motion to be lost.
  - (f) A roll call vote will be taken if a Committee member requests such a vote. Such a vote must be taken on a motion to go into closed session.
- (6) Committee Agendas:
- (a) Committee agendas are normally prepared by staff personnel in cooperation with the Committee Chairperson and County Administrator.
  - (b) Any member of a Committee shall have the right to have any particular item placed on the agenda for a specific meeting.
  - (c) Agendas are normally prepared and forwarded to the County Clerk's office one week before a meeting.
  - (d) That office will then post copies and forward copies to the news media to comply with Sec.19.84, Wis. Stats.

- (e) If it becomes necessary to amend an agenda that has previously been distributed, a copy of such revised agenda must be received in the County Clerk's office at least 24 hours before the anticipated start of the meeting.
- (f) A prescribed Committee attendance form must be completed for each meeting and is to be filed in the County Clerk's Office as soon as possible after each meeting.

### REFERENCED ABOVE

## **2.01 RULES OF THE COUNTY BOARD OF SUPERVISORS**

- (4) Meetings
- (g) Public Attendance and Comment at County Board Meetings:
  - 1. A period for public comment will be provided at every meeting. The purpose of public comment is to provide non-County Board members that reside in the County an opportunity to comment on matters over which the County Board has authority.
  - 2. The rules of decorum followed by County Board members apply to non-members in attendance at County Board Meetings. The use of signs is prohibited. Applause or heckling in response to a speaker's remarks and other conduct that disrupts the meeting or is disrespectful of others is prohibited.
  - 4. Public comment is not permitted on personnel matters, matters that have previously been the subject of a public hearing or are the subject of quasi-judicial hearings. Candidates for office may not use public comment for campaign purposes but may introduce themselves and state what office they are seeking.
  - 5. Public Commenters:
    - a. Must be present in person.
    - d. May not speak until they have been recognized by the Chairperson.
    - e. Must verbally state their name and address.
  - 6. The Chairperson may limit comment that is redundant.
- (j) Voting Procedures:
  - 2. Voting:
    - b. County Board Supervisors must be physically present to attend, participate and vote.



# Wisconsin Open Meetings Law

## Fact Sheet No. 1

### Local Government Education Program

*Revised by Philip J. Freeburg, J.D., Local Government Educator, University of Wisconsin-Extension  
Local Government Center  
April 2020*

### Policy (Wis. Stat. § 19.81)

The Open Meetings Law begins by recognizing that a representative government depends on an informed electorate. An informed electorate needs access to information. The Wisconsin State Legislature declares that the policy of the Open Meetings Law is to:

- Enable the public to have “the fullest and most complete information regarding the affairs of government as is compatible with the conduct of government business;”
- Ensure that meetings of governmental bodies are held in places reasonably accessible to the public; and
- Ensure that such meetings are open to the public unless otherwise expressly provided by law.

The Open Meetings Law is to be “liberally construed” (i.e. broadly interpreted) to achieve the purpose of open government.<sup>1</sup> The law ensures that there is public access and open decision making. Open decision making includes the information gathering stages, discussions, and voting.<sup>2</sup>

The policy provisions of the Open Meetings Law are not idle rhetoric. Almost all court decisions enforcing the law begin by invoking the explicit policies stated in Wis. Stat. § 19.81.<sup>3</sup> To implement these policies, the law requires advance notice of meetings and that those meetings be open and accessible to the public. Closed sessions are limited to exceptions specifically provided by statute.<sup>4</sup>

### Coverage

#### “Governmental Bodies” subject to the Open Meetings Law

The definitions in the Open Meetings Law not only explain terms used in the statute, but they also determine which bodies are covered and what gatherings constitute a “meeting” under the law. A “governmental body” under the Open Meetings Law includes any state or local agency, board, commission, committee and council created by law, ordinance, rule or order.<sup>5</sup> “Rule or order” includes motions, resolutions, formal and informal directives by a governmental body or officer that sets up a body and assigns it duties.<sup>6</sup> At the local level, bodies covered include county, village, and town boards, city councils,

school boards, as well as all their committees, commissions, and boards. It is how the body is created, not its members or authority that is the determining factor. Thus, a citizen study or advisory committee created by a county board is considered a governmental body.<sup>7</sup>

A committee, including one set up by administrative staff, could be a governmental body under the Open Meetings Law even if it is not a typical sub-unit of the city council, town or county board. If the committee takes the form of a body with defined membership, is created by "rule," and has the power to take collective action, then it is considered a governmental body under the Open Meetings Law.<sup>8</sup> The key element is whether it is created by "rule." A rule can be a statute, ordinance, resolution, or policy, including handbooks or by-laws, that creates or authorizes the committee. The Wisconsin Counties Association and the League of Wisconsin Municipalities recommend reviewing ordinances, by-laws, policies, and handbooks that are approved by the county or village board or city council to determine which committees are created by rule.<sup>9</sup>

In addition, the term "governmental body" under the law includes governmental and quasigovernmental corporations, as well as other specified entities.<sup>10</sup> A governmental or quasigovernmental corporation includes corporations created by the legislature or by other governmental bodies under statutory authorization. Quasi-governmental corporations are not just those created by a governmental body, but also may be corporations that resemble governmental corporations.<sup>11</sup> Determining if an entity resembles a governmental corporation depends on the total facts and circumstance about the entity and is determined on a case-by-case basis.<sup>12</sup> Thus no single factor is determinative, but courts consider several factors: (1) whether the entity performs or serves a public function, as opposed to a purely private function, even if the public function is merely recommending action to a governmental body;<sup>13</sup> (2) the degree of public funding;<sup>14</sup> (3) government access to the entity's records;<sup>15</sup> (4) express or implied representations that the entity is affiliated with government;<sup>16</sup> and (5) the extent government controls the entity's operation, such as appointing directors, officers or employees, or officials serving in those positions.<sup>17</sup>

If a citizen body creates itself by its own authority (independent of any governmental unit or statute, ordinance, rule or order) and sets its own charter, bylaws, membership requirements, or rules, most likely it is not a quasi-governmental corporation. To constitute a governmental corporation or quasi-governmental corporation, the organization must in fact be incorporated, and not another type of entity such as a nonprofit association.<sup>18</sup>

The Open Meetings Law still provides that a local governmental body conducting collective bargaining is not subject to the law. However, this is not as significant a provision of the law as it was before the Act 10 public union reforms. Nonetheless, notice of reopening a collective bargaining agreement must be given under the Open Meetings Law and final ratification of the agreement must be done in open session under such law.<sup>19</sup>

## "Meetings" under the Open Meetings Law

A meeting is defined as a gathering of members of a governmental body for the purpose of exercising responsibilities and authority vested in the body.<sup>20</sup> The courts apply a purpose test and a numbers test to determine if a meeting occurred. The law applies to a meeting when both the numbers and purpose tests are met.<sup>21</sup>

## Purpose and Numbers Tests

The purpose test is met when there is information gathering, discussion, or decision-making on matters over which the governmental body has authority. Social or chance gatherings where there is no discussion

on the topics over which the body has jurisdiction are excluded. The numbers test asks if there are enough members to determine the outcome of an action. The statute presumes that a gathering of one-half of the membership is a meeting, because one-half could determine the outcome of a vote by preventing a majority in favor of a proposal. Thus, less than a majority could determine the outcome of an issue. This is called a "negative quorum," and can meet the numbers test. Use caution when gathering with other members, because less than half can also be a negative quorum. There could be less than half a city council, or county board gathered together, but a quorum or a negative quorum of a committee may exist. Votes requiring a two-thirds majority, like a budget amendment, can meet the numbers test if one-third plus one of the members are together discussing the amendment.<sup>22</sup>

There are other special cases where a meeting exists for the purposes of the law. A series of conversations, phone calls, or emails to "line up votes" or conduct other business is known as a "walking quorum," and violates the law.<sup>23</sup> Such conduct addresses the business of the governmental body without public notice, information, or participation. Telephone conference calls among members are also considered a meeting when the two tests are met and therefore, must be conducted in such a manner as to be accessible to the public.<sup>24</sup>

Emails, instant messages, blogs, social media sites, and other electronic message forms could also create a meeting. While no court decision has clarified the Open Meetings Law on this issue, the state attorney general's office advises that if the communications are like an in-person discussion with a prompt exchange of viewpoints by members, then it raises the possibility of an Open Meetings Law violation. If the communication is more like written a communication on paper, which is not an Open Meetings Law violation, then the communication is less likely a violation. To avoid the risk of excluding the public and violating the law, the attorney general's office discourages the use of electronic messages between members to discuss issues within the authority of the body. Certainly, avoid the "reply" or "reply all" email functions.<sup>25</sup>

If enough members of one government body to satisfy the numbers test and attend the meeting of another government body in an effort to gather information on a subject over which the body has authority, a meeting under the law may occur. Unless the gathering is by chance, it should be treated as a meeting of both bodies and notice must be given.<sup>26</sup> The attorney general's office recommends giving notice of when a body is attending the meeting of another body and to be as specific in the notice as possible. It is further recommended to avoid stock or boilerplate language such as that "a possible quorum may attend." Instead, be specific as to which bodies will attend the other's meeting and include when it is scheduled to occur.<sup>27</sup>

Not all gatherings of members become a meeting under the law. As previously mentioned, the Open Meetings Law does not require notice for social gatherings, gatherings by chance, or at a conference if there is no business conducted (that is, the purpose test is not met).

The place of meeting must be reasonably accessible to the public, including persons with disabilities.<sup>28</sup> Accordingly, the facility chosen for a meeting must be sufficient for the number of people reasonably expected to attend.<sup>29</sup>

## Public Notice Requirements

If the public did not know the subjects of a governmental meeting or were not made aware of its location, date, and the time of the meeting, a meeting open to the public would be almost meaningless. Thus, public notice is required before every governmental meeting.<sup>30</sup> Further, separate notices must be given for each meeting.<sup>31</sup>

Effective March 2020, the Legislature changed the Open Meetings Law to require that Open Meetings Law notice to the public shall use one of three specific methods.

1. Posting a notice in at least 3 public places,
2. Posting in a least one public place and placing a notice electronically on the governmental body's Internet site, or
3. By paid publication in a news medium.<sup>32</sup>

It is further required that each posting place or publication be "likely to give notice to person's affected."<sup>33</sup> The Open Meetings Law provides that paid published news medium notice is one method notice methods, but other statutes may require a published notice. If a paid newspaper publication is used to give notice, confirmation that it was in fact published in a timely fashion should be secured before the meeting convenes.<sup>34</sup>

The Open Meetings Law also requires providing notice to the news media.<sup>35</sup> Notice may be in writing, by telephone, voice mail, fax or email. Written methods are best for accuracy and because doing so creates a record of the notice that can later be used as proof of compliance with the notice to news media requirement. Notice must be given to any news media that has made a written request, as well as to the official newspaper for the governmental unit. If there is no official newspaper, then notice must be sent to the news medium that is likely to give notice in the area. The newspaper does not have to print the notice and you do not have to pay to publish the notice, but you must send the notice to the newspaper whether they publish it or not.<sup>36</sup>

The notice must state the time, date, and place of the meeting. If a closed session is anticipated, the notice must include the item to be considered and a citation to the particular statute justifying the closed session (see "Permitted Exemptions for Holding Closed Sessions," below).<sup>37</sup>

The notice must also state the subject matter of the meeting. Discussion on any action or matter is limited to the topics specified in the notice (there is a limited exception for a public comment period, which is discussed below). The content of the notice must be "reasonably likely to apprise the public" of what will be addressed at the meeting.<sup>38</sup> In other words, the subject matter must be specific enough to let people interested in a subject matter know that it will be addressed at the meeting.

Courts reviewing and enforcing compliance with the Open Meetings Law will determine if the notice is specific enough on a case-by-case basis. That means what may be adequate subject matter notice in one instance may not be adequate in a different instance. For example, a notice stating, "employee contracts" could be adequate, but if it includes the contract of a controversial employee, then "employee contracts" would not be specific enough to satisfy the Open Meetings Law.<sup>39</sup>

The Wisconsin Supreme Court gave three factors to consider when determining if notice of subject of a meeting is reasonably specific:

1. The burden of providing more detailed notice. This factor balances specificity with the efficient conduct of public business.
2. Whether the subject matter is of particular interest to the public. This factor considers the number of people interested and the intensity of interest.

3. Whether the subject involves a non-routine action that the public would be unlikely to anticipate. This factor recognizes there may be less need for specificity with routine matters and more need for specificity where novel issues are involved.<sup>40</sup>

The attorney general's office advises that any generic notice that contains expected reports or comments by a member, official, or presiding officer should state the topics that will be addressed in the report. The attorney general's office further advises that generic subjects, such as "old business," "new business," "agenda revisions," or "such other matters as authorized by law," and fail to include further subject matter identification are inherently insufficient notice.<sup>41</sup>

A separate notice is required before each meeting of the governmental body. A general notice that is meant to cover a period of time (i.e., a week, a month) is not allowed. Notice must be given at least 24 hours prior to the meeting. The Open Meetings Law says that for "good cause" a shorter time for notice may be given; however, it must be at least two hours in advance of the meeting. Forgetting the notice or negligence is not good cause. Remember that the purpose of the law is a well-informed public, so any doubts about good cause should be resolved in favor of the public.

The presiding officer of the governmental body is responsible to give notices under the Open Meetings Law, or someone he or she designates.<sup>42</sup> Because including the meeting agenda into the notice is the most common means of providing notice of the subject matter of the meeting, this part of law can be misunderstood to state that the presiding officer "controls" the agenda. That is neither the language nor the intent of the statute. The statute only assigns responsibility and accountability for meeting notices to the presiding officer, but agenda setting process more properly the subject to the body's local procedural rules.

The Open Meetings Law does not require public participation in a meeting. A governmental body may, but is not obligated to, provide for a period of "public comment" during a meeting. During that period, the governmental body may receive information from members of the public, but only limited responses or discussion is permitted if comments are on a subject matter not included in the notice.<sup>43</sup>

Meetings must be open to all persons, except when closed for a specific permitted purpose (see below). An open meeting means that it is reasonably accessible to members of the public.<sup>44</sup> Accessible also means "reasonable effort" to accommodate persons who want to record, video, or photograph the meeting, provided that those activities do not interfere with the meeting or rights of other participants.<sup>45</sup>

## Permitted Exemptions for Holding Closed Sessions

Some subjects if discussed in an open meeting could actually be adverse to the public interest. Consider if the meeting subject is purchasing a parcel of real estate the municipality needs, and the board wants to consider acceptable terms to authorize for negotiation. Typically, an administrator or staff person is given an acceptable range of prices to use in negotiation, but if the possible terms and prices are discussed in open session, bargaining power will be compromised as the seller will know the highest price the municipality has authorized. To avoid possible harm to the public interest, the Open Meetings Law sets forth specific exceptions that permit conducting business on limited subject matter in a closed session.

Remember that the purpose of the Open Meetings Law is providing the public with "the fullest and most complete information regarding the affairs of government as is compatible with conduct of government business," and the Open Meetings Law is to be construed liberally in favor of achieving that purpose.<sup>46</sup> Another general requirement of the Open Meetings Law is that all governmental business shall be conducted in open session.<sup>47</sup> Considering these requirements of the statutes, the exemptions in Wis. Stat. §

19.85 must be construed strictly and narrowly.<sup>48</sup> If there is any doubt of whether a closed session exemption applies to the meeting subject matter in question, whether to close the meeting should be resolved in favor of openness.<sup>49</sup>

A closed session may be held for one or more of 11 specified exemptions in the statutes. The following exemptions are of interest to local government bodies.

- **"Case" deliberations - Wis. Stat. § 19.85(1)(a).** This narrow exemption considers a "case" to be the subject of a quasi-judicial hearing that has many aspects of a court case: adversaries, witnesses, direct, and cross examination of witnesses.<sup>50</sup>
- **Employee discipline, licensing, tenure, and employee evaluation- Wis. Stat. § 19.85 (1)(b) & (c).** Two open meeting exemptions involve one or more public employees. Closed sessions are permitted under Wis. Stat. § 19.85 (1)(b), when the subject is the dismissal, demotion, licensing, tenure, or discipline of a public employee. Wis. Stat. § 19.85 (1)(c), permits closed session when considering employment, promotion, compensation, or performance evaluation. These two exemptions do not include all employee related subjects, but facts and information about a specific employee(s). It does not grant an exemption when discussing policies involving a department or all employees in general.<sup>51</sup> Neither can consideration of action to fill a vacancy on the governmental body or appointments to committees be in closed session.<sup>52</sup>

If a closed session is to consider employee dismissal, demotion, or discipline and there is an evidentiary hearing or final action is contemplated, then the employee may demand that the hearing or meeting be in open session. Employees must be given notice of such closed hearings or sessions and be advised of their right to have it take place in open session. However, the employee does not have the right to demand the meeting be in closed session.<sup>53</sup>

- **Criminal matters - Wis. Stat. §19.85(1)(d).** This exemption allows closed sessions to consider strategies for crime prevention or detection. It also allows closed session to consider probation or parole, but this is not a local government function.
- **Purchases and competitive bargaining - Wis. Stat. §19.85(1)(e).** This is the exemption mentioned in the introduction to this segment of this chapter. Closed sessions are allowed when deliberating or negotiating the purchase of public property, investment of public funds, or other specified public business, when competitive or bargaining reasons require a closed session. The competitive or bargaining reasons must relate to reasons benefiting the governmental body, not a private party's desire for confidentiality.<sup>54</sup>
- **Burial sites - Wis. Stat. § 19.85(1)(em).** Deliberating on a burial site if discussing it in public would likely result in disturbance of the site.
- **Damaging personal information - Wis. Stat. § 19.85(1)(f).** Closed session is permitted when considering financial, medical, social or personal histories, or disciplinary data of specific persons. It also includes preliminary consideration of specific personnel problems or investigation of charges against a specific person, except when that person's right to an open meeting applies (see "Employee discipline, licensing, tenure" above). This exception can only be used if discussion in an open meeting would have a substantial adverse effect on the reputation of the person involved. This exemption applies to "specific persons" as compared to a small classification of public employees (see "Employee discipline, licensing, tenure" above.)

- **Legal consultation - Wis. Stat. § 19.85(g).** Conferring with legal counsel who is giving written or oral advice about strategy to be adopted in litigation in which the governmental body is or is likely to be involved.
- **Confidential ethics opinion - Wis. Stat. § 19.85(1)(h).** Used to consider a request for confidential written advice from a local ethics board.

## Conducting Permitted Closed Session

The Open Meetings Law spells out a specific process to meet in closed session. Notice must be given of a contemplated closed session. The notice must describe the subject matter and specify the specific statutory exemption(s) allowing the closed session.<sup>55</sup> The notice of the subject matter of a closed session must be specific enough to allow the members voting on a motion for closed session and the public to discern whether the subject is authorized for closed session under Wis. Stat. §19.85(1).

To go into a closed session, the meeting must begin in open session. The body's presiding officer must announce the authority and subject of the proposed closed session. The announcement must be included in the meeting minutes or record. A motion to go into closed session must be made and seconded, followed by a vote so that each member's vote can be determined. The motion, the second, and the vote must be part of the meeting record.<sup>56</sup> Once a body goes into closed session it cannot reconvene in open session for 12 hours, unless public notice was given in the original notice of its intent to return to open session.<sup>57</sup>

If the need arises, the body can go into closed session on an item specified in the public notice.<sup>58</sup> In such a case, the closed session item should be placed at the end of the agenda because the body cannot reconvene in open session when there was not a notice of the closed session. This is a very narrow provision, and whenever time allows, 24-hour notice must be given, or if there is good cause, at least two-hour notice could be used to give an amended notice that includes an indication that a closed session was not originally contemplated.

As with open sessions, motions and votes in closed session must be recorded. Whenever feasible, votes should be taken in open session, unless voting is an integral part of the closed session and the reason for going into closed session would be defeated or compromised by votes in open session.<sup>59</sup>

Only matters for which the session was closed may be considered in closed session.<sup>60</sup> All governmental body members may participate in closed session, including those that voted against closed session. This includes a committee meeting in closed session, even if members are not on that committee, unless the governing body has a formal rule or ordinance allowing for the exclusion of members who are not serving on the committee.<sup>61</sup> The body has discretion to admit anyone to a closed session that they deem necessary to conduct the business of the closed session.<sup>62</sup>

## Voting & Records

Generally, motions, seconds, and any roll call votes must be recorded, preserved, and made available to the extent prescribed by the Public Records Law.<sup>63</sup> (See the "Wisconsin Public Records" chapter of this handbook.). Certain statutes require each member's vote to be recorded; for example, Wis. Stat. § 19.85, discussed above, requires each member's vote to be recorded to convene in closed session. Wis. Stat. § 59.23(2)(a), requires county clerks to keep a record of the board proceeding, including the vote of each

supervisor. The Open Meetings Law provides that any member of a governmental body may require a roll call vote.<sup>64</sup>

## Penalties & Enforcement (Wis. Stats. §§ 19.96 & 19.97)

Violations of the Open Meetings Law are punishable by a court imposing a civil forfeiture penalty or a fine of \$25 to \$300 against members who attended a meeting in violation of the law, or a presiding officer who violated the notice requirement. These amounts are the base penalty, and, with mandatory court costs and assessments, a \$300 forfeiture can reach over \$500. Any forfeiture imposed must be paid by the members themselves and cannot be reimbursed by the governmental unit.<sup>65</sup> If the enforcement involves an improper closed session, members who voted against convening in closed session have a defense to the charge.<sup>66</sup>

In addition, a court enforcing the Open Meetings Law has the power to void any action taken at a meeting in violation of the Open Meetings Law. There may be other remedies, such as an injunction, that the court may order.<sup>67</sup> A court also can order that the reasonable costs of prosecuting the violation can be recovered.

To start an enforcement action, any person may file a complaint under oath, known as a "verified complaint," with the county district attorney (DA). If the DA does not bring an enforcement action within 20 days, the person may bring his or her own enforcement action in the name of the state. If successful, violators can be required to pay the actual costs and reasonable attorney fees of bringing the court action. In some cases, the attorney general's office may bring an enforcement action.

These penalties are serious, but even allegations of Open Meetings Law violations often have a devastating effect on public trust in the governmental body and its members. There is also the personal embarrassment to the members and political consequences. On the other hand, being mindful of the purpose and requirements of the Open Meeting Law is a means to build public trust.

## Reference & Advice

Refer to Wis. Stat. §§ 19.81-19.98 for the specific wording of the law. The Wisconsin Department of Justice has created the Office of Open Government, which has a website where you will find Open Meetings Law statutes, Wisconsin Open Meetings Law, A Compliance Guide (2018), and other resources: <https://www.doj.state.wi.us/office-open-government/office-open-governmentresources>. Advice on the Open Meetings Law is available from the county corporation counsel, a municipal attorney, or the Wisconsin Department of Justice. The UW-Extension Local Government Center (LGC) has resources available including a video on the law, which is available through the LGC's website, <http://lgc.uwex.edu>.

## Acknowledgements

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## Endnotes

- <sup>1</sup> Wis. Stat. § 19.81 (3).
- <sup>2</sup> State ex rel. Newspapers, Inc. v. Showers, 135 Wis.2d 77, 79 (1987); State ex rel. Badke v. Village Board of the Village of Greendale, 173 Wis.2d 553, 571 (1993).
- <sup>3</sup> For example: Badke, 173 Wis.2d 553 at 570 (1993); Journal Times v. City of Racine Bd. of Police and Fire Comm'rs, 2015 WI 56 ¶ 46.
- <sup>4</sup> Citizens for Responsible Development v. City of Milton, 2007 WI App 114, ¶16.
- <sup>5</sup> Wis. Stat. § 19.82(1).
- <sup>6</sup> 78 Op. Att'y Gen. 67
- <sup>7</sup> Open Meeting Law Compliance Guide, p. 4 - 5 (2018).
- <sup>8</sup> Krueger v. Appleton Area Scholl District, 2017 WI 70, ¶¶24-26.
- <sup>9</sup> Wisconsin Counties, September 2017, p.12; The Municipality, October 2017, p.23 (Governing Bodies 398 & 399).
- <sup>10</sup> Wis. Stat. §19.82(1).
- <sup>11</sup> State v. Beaver Dam Area Development Corp., 2008 WI 90, ¶44.
- <sup>12</sup> Beaver Dam, ¶45.
- <sup>13</sup> Beaver Dam, ¶72.
- <sup>14</sup> Beaver Dam, ¶66.
- <sup>15</sup> Beaver Dam, ¶78.
- <sup>16</sup> Beaver Dam, ¶¶73,74.
- <sup>17</sup> Beaver Dam, ¶75.
- <sup>18</sup> Wis. Prof'l Police Ass'n, Inc. v. Wis. Counties Ass'n, 2014 WI App 106.
- <sup>19</sup> Wis. Stat. §§19.82(1) & 19.86.
- <sup>20</sup> Wis. Stat. §19.82(2).
- <sup>21</sup> See note 2, above.
- <sup>22</sup> This was the situation in the Showers case, above.
- <sup>23</sup> Showers, 135 Wis.2d at 92, 100 (quoting State ex. rel. Lynch v. Conta, 71 Wis.2d 662, 687 (1976)).
- <sup>24</sup> 69 Op. Att'y Gen. 143 (1980).
- <sup>25</sup> Open Meeting Law Compliance Guide, p. 11 (2018).
- <sup>26</sup> Badke, 173 Wis.2d 553, 571.
- <sup>27</sup> July 26, 2016, correspondence from Assistant Attorney General Paul Ferguson to John Bodnar, Winnebago County Corporation Counsel, and Scott Ceman, Winnebago County District Attorney.
- <sup>28</sup> Wis. Stat. § 19.82(3).
- <sup>29</sup> Badke, 173 Wis.2d 553, 580-81.
- <sup>30</sup> Wis. Stat. §§ 19.83 & 19.85.
- <sup>31</sup> Wis. Stat. § 19.84(4).
- <sup>32</sup> Wis. Stat. §19.84(1)(b)1,2 &3(2020)
- <sup>33</sup> Note: Wis. Stat. §19.84(1)(b)2), does not say that the Internet site notice has to be in a manner "likely to give notice to the public," but given policies of the Open Meetings Law, the notice should be placed in a manner to facilitate access by the public.
- <sup>34</sup> Open Meeting Law Compliance Guide, p. 14 (2018).
- <sup>35</sup> Wis. Stat. § 19.84(1)(b).
- <sup>36</sup> Wis. Stat. § 19.84(1)(b).
- <sup>37</sup> Wis. Stat. § 19.85(2).
- <sup>38</sup> Wis. Stat. §19.84(2).
- <sup>39</sup> State ex rel Buswell v. Tomah, 2007 WI 71.
- <sup>40</sup> State ex rel Buswell v. Tomah, 2007 WI 71, ¶¶29-31.
- <sup>41</sup> Compliance Guide, p. 17 (2018); AG-Thompson Informal Correspondence, September 3, 2004.; AG-Ericson Informal Correspondence, April 22, 2009.
- <sup>42</sup> Wis. Stat. §19.84(1)(b).
- <sup>43</sup> Wis. Stat. § 19.84(2).
- <sup>44</sup> Wis. Stat. § 19.82(3).
- <sup>45</sup> Wis. Stat. § 19.90.
- <sup>46</sup> Wis. Stat. § 19.81(1) & (4).
- <sup>47</sup> Wis. Stat. §19.83(1).

<sup>48</sup> State ex rel. Hodge v. Town of Turtle Lake, 180 Wis.2d 62, 70 (1993).

<sup>49</sup> See 74 Op. Att'y Gen. 70, 73 (1985).

<sup>50</sup> See Hodge, above.

<sup>51</sup> Oshkosh NW. Co. v. Oshkosh Library Bd., 125 Wis. 2d 480, 486 (Ct. App. 1985).

<sup>52</sup> 76 Op. Att'y Gen 276 (1987) and 74 Op. Att'y Gen 70, 72 (1985).

<sup>53</sup> State ex rel. Schaeve v. Van Lare, 125 Wis. 2d 40, Ct. App. 1985).

<sup>54</sup> State ex rel. Citizens v. City of Milton, 2007 WI App 114, ¶¶15-14 ¶

<sup>55</sup> Wis. Stat. §§ 19.84(2) & 19.85(1).

<sup>56</sup> Wis. Stat. § 19.85(1).

<sup>57</sup> Wis. Stat. § 19.85(2).

<sup>58</sup> 66 Op. Att'y Gen. 106 (1973).

<sup>59</sup> Open Meeting Law Compliance Guide, p. 29-30 (2018).

<sup>60</sup> Wis. Stat. § 19.85(1).

<sup>61</sup> Wis. Stat. § 19.89).

<sup>62</sup> Informal correspondence to Shuh, December 15, 1988.

<sup>63</sup> Wis. Stat. §§ 19.88 & 985.01(6).

<sup>64</sup> Wis. Stat. §19.88(2).

<sup>65</sup> 66 Op Att'y Gen. 226 (1977).

<sup>66</sup> Wis. Stat. § 19.96.

<sup>67</sup> Wis. Stat. § 19.97(3).



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## **Ethics & Conflicts of Interest—FAQs** (frequently asked questions)

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April 2008*

This paper is directed particularly at local governing body members because they are the primary decision-makers in a local governmental unit and therefore the ones most subject to conflicts. (A “local governmental unit” includes a county, city, village or town, special purpose district or subunit of any of the foregoing. Sec. 19.42(7u), *Wis. Stats.*) Nevertheless, other local officials and employees may face such questions when they make decisions on matters in which they have a personal interest or a close connection with a person or organization with an interest in the matter. The paper is divided into the following headings:

- ◆ Background & General Matters (##1-5)
- ◆ Making Fair Decisions: Developing Policy; Applying the Law (##6-8)
- ◆ Code of Ethics for Local Officials (##9-11)
- ◆ Gifts, Food & Drink, Conferences, Political Contributions, etc. (##12-17)
- ◆ Contracts (##18-20)
- ◆ Compatibility Issues: Conflicts in Holding More than One Local Office or Position & in Job Creation & Selection (##21-24)
- ◆ Other provisions (#25)

### **Background & General Matters**

**1. *What is the purpose of ethics and conflicts of interest laws?*** The purpose of these laws is to prevent self-dealing, undue influence and bias, and to preserve public confidence in local government by avoiding the appearance of impropriety. In general, these laws, with the open meetings and public records laws, while occasionally cumbersome, provide an important part of the foundation for our democratic government.

**2. *Where can I find the laws that apply to ethics and conflicts of interest?*** These laws are found in various locations. First, check your local unit’s ordinances and rules to see what provisions may apply to you. Perhaps the most basic source of ethics is the local official’s oath of office in which he or she swears to “faithfully discharge the duties” of the office; these official duties include the “performance to the best of his or her ability” and the nonperformance of

forbidden acts. Sec. 19.01(1) and (3). The Code of Ethics for Local Government Officials (also referred to as the “Code of Ethics” in this paper) is found in ch. 19, *Wis. Stats.* See statutory sections 19.42 (definitions), 19.58 (criminal penalties) and 19.59 (prohibitions, procedures and civil penalties). Another important statute is sec. 946.13, which prohibits certain private interests of public officers and employees in public contracts. At a more general level, concepts of fairness and due process are covered by court decisions interpreting the Wisconsin and Federal constitutions (see #6). Finally, the “common law” developed by the courts is another source of law (see #7).

**3. *The existence of so many laws is confusing. How can I find answers to my questions?*** As a local official, you should familiarize yourself with any local ordinances or rules you may have and with the statutory Code of Ethics for Local Government Officials. A good place to find information is on the Wisconsin Government Accountability Board (GAB) Ethics Division website <http://ethics.state.wi.us/>. (Note: The GAB now includes the former Elections Board and Ethics Board as divisions; the provisions of the laws affecting local officials remain the same.) Two Ethics Division publications, available on the website, are particularly useful: Eth 219 (Local officials’ receipt of food, drink, favors, services, etc.) and 240 (Mitigating Conflicting Interests: Private Interest vs. Public Responsibility); see also Eth 235 (Disposition and reporting of gifts). The website has a link to the statutory Code of Ethics for Local Government Officials. In addition, the publications of the Wisconsin local government associations include explanatory materials on these topics. Also, the Local Government Center offers a yearly WisLine program on this topic. At the LGC website, <http://lgc.uwex.edu/>, click on the WisLine link for the “Open Government” series. To find any statute on-line, from the LGC website, click on “Web Links,” next on “Internet Resources” and finally on the “Wisconsin Statutes” link to access any statute.

In addition to checking existing information, a local official may wish to obtain advice from an attorney or ethics board. Under the Code of Ethics for Local Officials, an individual may request a confidential advisory ethics opinion from the unit’s ethics board, or if there is none, from the unit’s attorney. Sec. 19.59(5). Following this advice provides the local official with a legal defense if later prosecuted for a violation. The unit’s attorney or local government association may request an advisory opinion from the state GAB’s Ethics Division. Sec. 19.59(6).

**4. *How should ethics and conflicts of interest questions be approached?*** Carefully and ahead of time. It’s a good idea to learn to spot potential conflict situations. You can ask yourself these questions:

--*What is the nature of the decision?* If the decision involves applying the law to specific fact situations affecting individuals, such as an application for or revocation of a permit before a body, or disciplinary actions before a body, more stringent laws apply. See #7, below.

--*Does the matter involve a public contract in which I have a direct or indirect financial interest?* These questions demand careful consideration. See ##18-20.

--*Does the action affect myself, a member of my family, or an organization with which my family member or I are associated?*

--*How would I like to read about my actions on this matter in the newspaper?*

--*Would taking part in an official capacity seem fishy?*

If the answer to any of the last 4 questions is “yes,” you should look into the matter further.

**5. What should I do if I decide to abstain?** It should be understood that abstention goes beyond merely not voting on the matter. You must remove yourself from the decision-making body's table and refrain from involving yourself in any way in discussions or other information exchanges in your *official* capacity. Your abstention or absence should be noted in the record. Also, abstentions should be used only when warranted, rather than to avoid taking part in difficult or controversial matters. However, it should be noted that a member of a local legislative body has a First amendment right to abstain, *Wrzeski v. City of Madison, Wisconsin*, 558 F. Supp. 664 (1983).

### **Making Fair Decisions: Developing Policy; Applying Policy**

**6. The statutes have gaps in their coverage. Are there other limits on my ability to vote on policy or administrative matters?** Yes. The *common law* (i.e., the law developed by the courts) may prohibit a vote by a member of a body, such as a local governing body or board or commission member, even if statutory law does not, on matters such as adopting or amending ordinances, entering into contracts, hiring employees and deciding whether to litigate. The Wisconsin Ethics Board (now GAB Ethics Division) has noted in recent opinions that common law principles may disqualify a member of a body from voting on a matter where the member has a direct pecuniary interest not shared by others similarly situated. See, e.g., *Wis Eth Bd* opinions 2003-09 and 2003-17 (citing *Board of Supervisors of Oconto County v. Hall*, 47 Wis. 208 (1879) and 36 *Op. Att'y Gen.* 45, 46 (1947)). The Ethics Division interprets the Code of Ethics for Local Officials in a similar fashion when local officials who make policy decisions that affect themselves, "immediate family" members or "organizations" with which they are "associated" (as these terms are statutorily defined). In such cases, the official may vote or take action if the interest affects a class of similarly-situated interests, and the impact of the action on the official, family member or organization is not significantly different from the impact on the others affected. See the Ethics Division guidelines in "Eth 240."

In addition, the common law restriction is similarly stated in *Robert's Rules of Order Newly Revised (10<sup>th</sup> Edition)*, sec. 45, which states that, "No member should vote on a question in which he has a direct personal or pecuniary interest not common to other members of the organization." Many communities have adopted *Robert's* to apply in situations not covered by their ordinances or the statutes. See, e.g., *Ballenger v. Door County*, 131 Wis.2d 422, 431 (fn. 6) (Ct. App. 1986).

**7. What limitations apply to my actions when applying the law?** You act in a "quasi-judicial" capacity when you apply the general law (i.e., statutes and ordinances) to specific fact situations. Examples include granting a zoning variance or conditional use permit or revoking an alcohol beverage license. In such cases constitutional law and the common law apply in addition to the statutory ethics and conflicts laws. In quasi-judicial proceedings, you must provide due process (a constitutional concept) and be fair and unbiased. This means that you will have to abstain in more situations than you would have to when making policy, such as voting on an ordinance, or when acting in an administrative capacity, such as in hiring or awarding a contract.

In quasi-judicial proceedings you should consider whether you could be seen as biased regarding either the person or the issue involved, although having opinions on local matters is not improper. For example, while it would be permissible to publicly hold the view that an

ordinance should be amended, it would be improper to disparage the ordinance at a proceeding on an application. Similarly, it is improper to show bias regarding the applicant. In one case, the chair of a zoning board of appeals (BOA) called the applicable standard for a permit a loophole in need of closing and made critical personal comments about the applicant. Not surprisingly, an appeal to court resulted in the matter being returned to the BOA for a new hearing without the participation of the BOA chair. *Marris v. City of Cedarburg*, 176 Wis. 2d 14 (1993). Similarly, in a recent case, the court ruled that a conditional use permit application had to be reheard because of the improper participation on the decision-making body of a member whose letter in support of the applicant was a part of the record. *Keen v. Dane County*, 269 Wis. 2d 488 (Ct. App. 2003). Officials in these proceedings must be careful to base their decisions on the arguments and evidence presented in the record, including the hearing, and should avoid outside sources and contacts, such as discussions with the parties or neighbors outside of the meeting or hearing room.

Violations of these principles of due process and fairness, if challenged in court, may result in having the matter sent back to the body to do over again properly. Enforcement typically does not involve damages or other penalties, although it could in certain egregious situations, involving, for example, deliberate wrongdoing and civil rights violations.

**8. *How does the above reasoning apply when I, as a governing body member, am faced with a vote on a rezoning of property?*** Rezoning is in a grey area of the law. In some states they are treated as quasi-judicial, but in Wisconsin they are viewed as legislative. How you proceed depends upon the nature of the rezoning. Applying the concept (#6 above) of whether you are a member of a class of similarly-affected persons is helpful. So if it's your next-door neighbor who's asking for the rezoning, you should abstain from any official involvement. But if the rezoning is for a major project that affects, for example, the entire area where you live, and you are not affected more than others, it seems legitimate for you to take part in the vote. Close situations like this should be investigated prior to becoming involved in an official capacity.

### **Code of Ethics for Local Officials**

**9. *Briefly, what is prohibited by the Code of Ethics for Local Officials?*** The Code generally prohibits a "local public official" from using his/her office or position to obtain gain for the private benefit of himself/herself, an "immediate family" member or for an "organization" with which the official is "associated" (as these terms are defined in the law; item #10, following). Secs. 19.42 & 19.59, *Wis. Stats.* In addition, a recent provision prohibits a local public official from engaging in "pay to play" political agreements. See #17 below.

The language of sec. 19.59(1) contains the specific, lengthy wording of the prohibitions, which may be categorized as prohibitions on private gain, illegal influence or rewards, and involvement when the local official, a member of the official's immediate family, or an organization with which the official is associated has a substantial interest in the matter (see the following definitions).

**10. *Who is covered by the Code of Ethics for Local Officials?*** The local ethics code applies to local public officials who hold "local public office." Sec. 19.42(7w) and (7x), *Wis. Stats.*

"**Local public office**" includes: elected officers of a local governmental unit; a county administrator or coordinator, or city or village manager; appointed local officers and employees

who serve for a specified term; and officers and employees appointed by the local governing body or executive or administrative head, who serve at the pleasure of the appointing authority.

“Local public office” *does not* include: independent contractors; persons who perform only ministerial (i.e., non-discretionary) tasks, such as clerical workers; or persons appointed for indefinite terms, who are removable for cause. Finally, the term “local public office” does not include a municipal judge; this office is considered a state office. Sec. 19.42(13)(h).

*Note:* Persons who are appointed for indefinite terms and are removable for cause, such as police officers and firefighters, as well as their chiefs, are omitted from coverage because the definition of “local public office” covers only those appointed officials who serve for a specified term or who serve at the pleasure of the local governing body or executive or administrative head (above). The reason for this omission is not clear. A town, village, city or county, may, however, use a local ethics ordinance to fill gaps in the statute's coverage.

Other key terms in the Code of Ethics for Local Officials are: “immediate family,” “organization” and “associated.” Sec. 19.42(2), (7) and (11). The “**immediate family**” of a local public official means the official’s spouse, and a “relative by marriage, lineal descent or adoption” who receives from the official or provides to the official more than one-half of his or her support. Note that, with the exception of a spouse, the coverage of the term is based on a support test. An official’s parent or child, for example, is not covered unless the support test is met.

**“Organization”** is broadly defined to cover “any corporation, partnership, proprietorship, firm, enterprise, franchise, association, trust or other legal entity other than an individual or body politic.” Note that nonprofits are included and governmental units are excluded. Finally, **“associated,”** in reference to an organization, refers to the situation in which the public official or a member of his or her immediate family is a director, officer, trustee, authorized representative or agent of the organization; or owns or controls, directly or indirectly, and severally or in the aggregate, at least 10% of the outstanding equity of the organization. Note that employees as such are not covered.

**11. *Must a local governmental unit adopt an ethics ordinance and establish its own ethics board? How are ethics laws enforced?*** Having a local ethics ordinance and establishing a local ethics board are optional. A local unit might wish to have its own ordinance to fill in some gaps in the law and have local enforcement. Sec. 19.59(1m)-(3). (If an ordinance is established, the ordinance is enforced by the unit’s attorney rather than by the district attorney.) Similarly, a unit might wish to establish an ethics board to provide guidance on ethics matters. Sec. 19.59(3)(d). Neither is required. However, the Code of Ethics for Local Government Officials, in subch. III of ch. 19, *Wis. Stats.*, applies to all “local public officials” (as defined). Enforcement of this state law is by the district attorney, as is enforcement of the law concerning private interests in public contracts (##18-20, below). Civil remedies, including forfeitures and injunctions, and criminal penalties may apply. Secs. 19.58 and 19.59(7)-(8).

## **Gifts, Food & Drink, Conferences, Political Contributions, etc.**

**12. *May I accept gifts? What limits exist regarding the acceptance of gifts?*** You may not accept a gift given to you because you are a public official, unless it is of insubstantial value. This means that you may, of course, receive gifts from friends and relatives who make the gifts for personal reasons, unrelated to seeking your favor as a public official. As a public official, it is best to politely refuse gifts and explain the policy in not accepting them. If the item cannot be returned to the donor the Wisconsin Ethics Division suggests turning the item over to the governmental unit, another public institution, or a charitable organization (other than one with which you or an immediate family member are associated). See Eth 235 (Disposition and reporting of gifts.) Gifts with an insubstantial value may be accepted, although it is always safest not to. So a small desk calendar or inexpensive pen with a logo, for example, may be accepted. The statutes do not define the terms “insubstantial value” or “substantial value.” Your local unit may do so by ordinance.

**13. *What about accepting a meal from a contractor who does business with our local unit?*** You should not accept such free meals. If the meal is for public business, you should pay for it yourself and seek reimbursement from your local governmental unit, preferably subject to pre-established guidelines on expense reimbursement.

**14. *How about accepting refreshments and entertainment at a conference?*** If you are attending the conference in your capacity as a local government official, you may accept such items if they are part of the conference and approved by the conference sponsor. So if you attend, say, the annual conference given by your statewide local government association you may certainly accept free refreshments supplied by vendors at the conference and attend entertainment provided at the conference. However, it is not proper to accept refreshments or entertainment or gifts at hospitality suites that are offered to you as a local official but are not an approved part of the conference.

**15. *Are there limits on accepting transportation and services?*** Yes, the Code of Ethics prohibits receiving services, of more than nominal value, that are offered to you because of your public office. Also, you may not, under a felony statute, accept free or discounted transportation, traveling accommodation or communication services for which the supplier would normally charge. Sec. 946.11, *Wis. Stats.*

**16. *Do considerations of public benefit outweigh those of private benefit in some cases?*** Perhaps, but be careful. When you get reimbursement for a meal during which you were on public business, you obviously received a private benefit, but your local governmental unit has decided that it is a legitimate expense—that the public benefit predominates. However, if the expense were paid by a third party, such as a potential contractor, for something which provided a private benefit, then the question would arise of whether the benefit was intended to influence your judgment. For this reason, it’s better for local officials to pay their own way and seek reimbursement from their local unit.

There may be some cases, though, where the cost is high and is incurred primarily for a public benefit. For example, if an official travels to see an expensive piece of equipment or a facility and incurs airplane, lodging, meal and entertainment costs, it seems that the local unit

might legitimately accept payment from the prospective vendor for the travel and lodging expenses. While this may be justified in some cases, it nevertheless seems better for the local unit to cover its officials' reasonable costs and seek savings from the vendor instead in the cost of the equipment being sold. Regarding the meal and entertainment expenses incurred in such a trip, the safest course is for these expenses to be paid by the official, subject to reimbursement under the local unit's guidelines.

**17. What is the recent “pay-to-play” prohibition in the Code of Ethics for Local Officials?**

No “local public official” or “candidate for local public office” may, directly or by an agent, use his/her office or influence regarding a proposed or pending matter in exchange for another person providing or refraining from providing a political contribution or providing or refraining from providing any service or other thing of value for the benefit of a “candidate,” a political party, any other person who must register under the campaign finance law, or to any person who makes a “communication” that refers to a “clearly identified” local public official holding an elective office or to a candidate for such office. Sec. 19.59(1)(br, *Wis. Stats.* (The terms in quotes are defined in sec. 19.42.) The pay-to-play prohibitions are enforced by a district attorney (or the attorney general) and violators are subject to forfeitures, court orders and criminal penalties. Secs. 19.58 and 19.59(7)-(8). However, a complaint alleging a violation of the law may not be brought within a specified period prior to the election for the local office.

Note that it is not a violation of the provision prohibiting a local official from using his/her office to obtain private gain, sec. 19.59(1)(a), when the official uses “the title or prestige of his or her office to obtain campaign contributions that are permitted and reported” under the campaign finance law. Sec. 19.59(1)(a).

## Contracts

**18. May I contract with my local unit to sell goods or equipment or land?** Yes, subject to limits. Of course, you may not, under the Code of Ethics, vote to award yourself the contract or act in any official capacity regarding the contract, such as performing inspections or authorizing payments. This same prohibition on *official* action in regard to a contract is also found in a felony statute, sec. 946.13(1)(b), *Wis. Stats.* In general, as long as you abstain from all official involvement, you do not violate the law, except as follows.

You must keep in mind that the felony statute, sec. 946.13(1)(a), prohibits a public officer or employee from acting in a *private* capacity to negotiate, bid or enter into a contract where the officer is *authorized* or required by law to participate in an official capacity in making the contract or exercising discretion under the contract, unless an exception applies. This means that it is possible to abstain and still violate the law—you may have to choose between doing business with your unit and keeping your public office or job. The most commonly used exception is the one that allows a public officer or employee to avoid violating the law by abstaining completely from official action when he or she has a direct or indirect financial interest in contracts with the local unit as long as the total receipts or disbursements under the contracts in which the individual has an interest do not exceed \$15,000 in a calendar year. (*Note:* Your salary as a public official is not counted in figuring the \$15,000 limit.) If the contracts in which you have an interest exceed (or would exceed) that amount in a year, you may have committed a felony, even if you abstained, by, in your private capacity, negotiating, bidding or entering into the contract. Furthermore, you can violate the felony statute merely by bidding on

the contract, even if you do not receive it. Finally, note that it is the annual total of the payments under the contracts that is subject to the \$15,000 ceiling and triggers a violation, rather than your personal financial interest (e.g., a commission), which may be less than \$15,000.

*Note:* Violation of sec. 946.13 is a serious matter, a Class I felony, which means that it is punishable by a fine not to exceed \$10,000, 3 ½ years in prison, or both. Violations are prosecuted by the district attorney, and the law provides that a contract entered into in violation of the statute is void.

**19. *May I provide services on contract with my local unit?*** Yes, the above considerations apply when you are an independent contractor. An independent contractor is one who provides his/her own tools and equipment in performing the job and exercises responsibility over how the work is done. This is in contrast to a part-time employee (see ##22 & 23 below). If you are an independent contractor, you must abstain from any involvement in your official capacity in approving or administering the contract. By abstaining, you are protected unless the contracts in which you have an interest exceed the \$15,000 amount for the receipts and disbursements in a year (see #18, above).

**20. *What about contracts involving my immediate family, an organization that I am associated with or my employer?*** As with the above examples concerning contracts in which you have a personal interest (##18 and 19), the Code of Ethics prohibits you from voting or acting in an official capacity in a contract involving your immediate family or an organization with which you are associated, subject to the definitions in that Code. However, because the definitions do not cover many situations, the Code may not apply. For example, you could vote to award a contract to your brother, because he would not be an “immediate family” member as that term is defined. (See item #10). This illustrates that even though a matter may not be prohibited by the Code of Ethics, other statutes or your ordinance, *you may nevertheless decide to abstain based on appearances*. Exercise great caution, however, regarding the \$15,000 ceiling on total annual contract payments if you may be deemed to have a direct or indirect personal financial interest in the contracts (see ##18, above).

In addition, under the definitions in the Code of Ethics, although you are not “associated” with your employer merely by being an employee, because of your personal interest in employment, you must abstain from voting on contracts involving your employer.

### **Compatibility Issues: Conflicts in Holding More Than One Local Office or Position & in Job Creation & Selection**

**21. *As a local official, may I serve in other local offices?*** The general rule is that the same person cannot hold two public offices, or an office and a position (see ##22 & 23, below), where one post is superior to another, or where, from a public policy perspective, it is improper for the same person to hold both. *Otradovec v. City of Green Bay*, 118 Wis.2d 293 (Ct. App. 1984). Therefore, a local governing body member cannot hold two local offices within the same unit of government, unless there is specific authorization. (A county officer is specifically prohibited from being on the county board by sec. 59.10(4), as mentioned in the following item.) For example, town, village, city and county governing body members may generally serve on local boards and commissions. Secs. 59.10(4)(counties) & 66.0501(2)(cities, villages & towns), *Wis. Stats.* Also, specific statutes allow governing body members to serve on various boards and

commissions, as is the case with town, village and city governing body members serving on the board of review and the plan commission. Secs. 70.46(1) & 62.23(1).

With regard to serving in offices for two different units, it is necessary to look at the particular offices involved to see if there is a conflict. Specific statutes may apply. For example, a county board supervisor may also serve as a town, village or city governing body member. Sec. 59.10(4). Also, the office of county board supervisor may be consolidated under a village or city charter ordinance with the office of village president or alderperson, if the boundaries of the county supervisory district are the same as those of the village or the aldermanic district. Sec. 66.0503.

What about officers other than governing body members? Again, it's necessary to look at specific situations. Generally, there are fewer conflicts when non-governing body officers are involved. Also, the statutes may cover various situations. For example, town officers are generally prohibited from receiving payment for acting in more than one town office at the same time. Sec. 60.323. However, certain local offices may be combined: e.g., the offices of town clerk-treasurer and town clerk-assessor are allowed. Sec. 60.305. Similarly, city and village offices, other than governing body offices, may generally be combined by charter ordinance. Secs. 61.195 & 62.09(3)(c).

**22. As a governing body member, may I work as an employee for the local unit?** No, not unless there is specific statutory authorization, such as the one recently created for town officers (see #23, below). In general, as mentioned above, under the case law on compatibility of offices and positions, a governing body member cannot also be an employee of his/her local unit. The case establishing this prohibition, *Otradovec* (above at #21), ruled that an appraiser in the city assessor's office could not also serve on the city common council.

A specific compatibility provision for counties provides that no county officer or employee may be a county board supervisor. Sec. 59.10(4), *Wis. Stats.* However, an elected or appointed county official may serve as the administrative coordinator in a county without a county executive or county administrator. Sec. 59.19.

For cities, villages and towns, the statutory law creates an exception to the general compatibility doctrine. It allows a city, village or town elected official to serve as a **volunteer fire fighter, emergency medical technician or first responder** for his or her local unit, as long as the annual compensation, including fringe benefits, does not exceed \$15,000 for the public safety position. (The limit was raised by the 2001 budget act, 2001 Wisconsin Act 16, from \$2,500 to \$15,000.) Sec. 66.0501.

A recent enactment addresses the question of the eligibility of county, city, village and town employees to run for elective office. Sec. 66.0501(5), created by 2003 Wisconsin Act 79. These employees may generally run for elective public office, and they may not be required to take a leave of absence during their candidacy, although the new provision does not affect the authority of a public employer to regulate the conduct of a public employee while acting in an official capacity. Public employees who wish to run for elective office should determine whether an incompatibility would exist if they were elected. It should be noted, however, as explained in the Wisconsin Legislative Council Act Memo on Act 79, that the new law does not apply to an individual if the federal Hatch Act applies. That federal act generally prohibits federally funded state and local officers from running for elective office unless they take a leave of absence.

**23. As an elected town officer, may I do part-time work such as keeping roadways clear and plowing snow?** Yes, subject to limits. The 2001 budget act created an exception to the compatibility doctrine for elected town officers, in addition to the above exception (#22) for the specified public safety positions. Sec. 66.0501(4), *Wis. Stats.*

This recent language provides that it is compatible for an elected town officer to receive wages for work he or she performs for the town as a part-time employee. Sec. 66.0501(4). An elected town officer who also serves as a part-time town employee may receive an hourly wage not exceeding a total of \$5,000 per year. Sec. 60.37(4). (For elected town officers who are a clerk, treasurer or clerk-treasurer this \$5,000 figure was raised to \$15,000 by 2007 Wisconsin Act 20). These wages are *in addition* to the amounts that may be received in the above public safety positions (#22) and for the person's elected office. However, the \$5,000 maximum *includes* amounts paid to a town board supervisor acting as superintendent of highways under sec. 82.03(1).

The town meeting of electors sets the hourly wage for an elected town officer serving as a town employee. Sec. 60.10(1)(g). The town meeting may delegate to the town board the authority to set this wage, except that the town meeting cannot delegate the authority to set the wage for a town board supervisor serving as a town employee. Sec. 60.10(2)(L).

*Note:* Even though a town officer may receive wages as a town employee, the town officer, under the Code of Ethics for Local Officials (#9, above), may not use his/her official capacity for his/her own financial gain, and would therefore have to abstain from official involvement as a town officer in this hiring decision and should likewise abstain from approving payment to himself or herself for such work. Also, remember that being a part-time employee is different from being an independent contractor; for the latter abstention and the \$15,000 limit on contracts apply, as discussed in ##18-20, above.

**24. As a governing body member, may I take another office or a job with my local unit? What if I resign from the governing body?** The answer depends upon the circumstances. First, as discussed in items ##21-23, the law of compatibility prohibits a governing body member from holding another office or position with the unit, unless a statutory exception applies. A specific statute addresses the eligibility of governing body members for election or appointment to offices and positions. Sec. 66.0501(2), *Wis. Stats.* This statute provides generally that no member of a city council or of a town, village or county board may, during the term for which the member is elected, be eligible for an office or position created during the term by the governing body or for an existing office or position where the selection is vested in the governing body.

This general prohibition, however, is subject to exceptions. It does not apply to being eligible for an elected office, or if a statute provides an exception. Also, the statute provides that the prohibition on a governing body member taking an *existing* office or job, where selection is vested in the governing body, does not apply if the member *resigns* prior to appointment. If the job or office was created during your term on the governing body, you may not resign and take the office or position during your current term of office, unless there is specific statutory authorization to do so. Sec. 66.0501(2). Of course, you could be elected to office. For example, you may as a governing body member run for and be elected to the newly created or existing office of municipal judge. However, taking the office of municipal judge would, under the compatibility of offices doctrine, #21 above, create a vacancy in your office on the governing body.

If the job or office is new and appointed, you would have to wait until after your current term has expired, and you are no longer on the governing body, to take the job or office (unless a statutory exception applies). The position of administrator serves as a good example. If you serve on a city, village or town governing body and that body creates the position of administrator, you could not resign and be appointed to fill that new post during your current term. However, if the position of administrator was in existence prior to your term of office, you could resign from the governing body and then be appointed to the position.

In contrast to the prohibition on appointment as administrator of a sitting city, village or town governing body member, it appears that a sitting county board member may be eligible for appointment as county administrator. The law provides that, "If any member of the (county) board is appointed as county administrator, his or her status as a board member is thereby terminated," except in the case of filling a vacancy in the position of administrator for up to 15 days. Sec. 59.18(1). If this situation arises, it is advisable to seek the opinion of corporate counsel on the interplay of the prohibitions in sec. 66.0501(2) and the applicability of the apparent exception in sec. 59.18(1).

The question may also arise as to whether the general prohibition in sec. 66.0501(2) prevents a governing body member from serving in one of the designated part-time public safety positions (#22, above) or prevents a town board supervisor from working on a part-time town job (#23, above) if the position was created during the governing body member's current term of office, or the selection is vested with the governing body. It appears that these provisions allowing elected officials to hold certain part-time positions (##22 & 23) are intended as exceptions to the general prohibition on governing body members taking jobs created during their current term of office or where selection is vested in the governing body.

Finally, it should be emphasized that you, as a governing body member, must not use the power of your office to obtain a new position, or to obtain financial gain for yourself. This could violate the Code of Ethics for Local Officials (sec. 19.59, #9 above) and could constitute misconduct in office (sec. 946.12)(#25j below). In addition, the felony statute prohibiting private interests in public contracts (##18-20) could also be involved if you, as a governing body member, submitted a job application for a job with a yearly payment over \$15,000 (unless a statutory exception applies).

### Other Provisions

**25. *What other ethics provisions are in the Wisconsin Statutes?*** This FAQs paper has primarily covered the Code of Ethics for Local Officials, found in subch. III of ch. 19, *Wis. Stats.*, and the related criminal provision on public interests in private contracts, sec. 946.13. These are the most commonly-referenced Wisconsin statutory provisions. However, there are a number of other provisions relating to ethics and conflicts of interest in the law. Some of them, such as the prohibition on certain sales to local employees, are very narrow. Following is a listing of Wisconsin ethics and conflicts-of-interest provisions, including the statutes covered in this paper (which are indicated by an asterisk). (For information on how to access the statutes, see #3 above.)

*a. Bribery.* Secs. 12.11 and 946.10. The scope of prohibitions covered by sec. 12.11 includes promising an official appointment or anything of value to secure votes. Section 946.10 prohibits public officials from taking bribes.

*b. Discounts at certain stadiums.* Sec. 19.451. Local officials may not accept discounts on prices charged to the general public for parking and seating at the stadiums of professional teams that are exempt from the property tax under sec. 70.11(36).

*c. \*Code of Ethics for Local Officials (## 9-11).* Secs. 19.42, 19.58 and 19.59. These statutes provide ethical standards for local officials, and authorize a local ethics ordinance and establishment of a local ethics board.

*d. \*Eligibility for office (##21-24).* Sec. 66.0501. This provision addresses limits on a local officer holding or taking another local office or position.

*e. Compensation of governing body members.* Sec. 66.0505 (formerly sec. 66.196). County, city, village and town governing body members may not give themselves mid-term salary increases. A new sub. (3), created by 2007 Wisconsin Act 49, creates a procedure for an elected official to refuse his or her salary. Salary and benefit changes are also covered by various specific provisions in the county, city, village, town and municipal law chapters of the statutes.

*f. Fraud by board of review member.* Sec. 70.502. Such member may not intentionally violate the law or fail to perform duties.

*g. Sales to liquor (and wine) licensees or applicants.* Sec. 125.51(1)(b). A member of a municipal governing body may not sell or offer to sell a bond, material or product to be used in the licensee's business.

*h. Sales to local employees.* Sec. 175.10. Local units of government, governing body members and purchasing agents in general may not sell things to their own employees. The prohibition does not cover meals, public services and items required for the safety or health of employees. The prohibition also does not apply to recreational, health, welfare, relief, safety or educational activities furnished by the governmental unit.

*i. \*Special privilege (travel, transportation, utilities)(#15).* Sec. 946.11; Art. 13, sec. 11, *Wis. Const.* Public officers may not be given, or receive, free or discounted traveling accommodation, transportation for persons or property, or transmission of messages or communications not available to the general public.

*j. Misconduct in office.* Sec. 946.12. A public official or employee may not intentionally: fail to do a mandatory, nondiscretionary, ministerial duty; act in excess of his or her authority; abuse his or her discretion with the intent to obtain a dishonest advantage for the officer, employee or another; falsify records; or under- or over-value any duty or service whose cost is fixed by law.

*k. \*Private interests in public contracts (##18-20).* Sec. 946.13. This statute places limits or prohibits local officials and employees with authority over contracts from bidding or entering into such contracts (subject to exceptions).

*l. Purchasing claims at less than full value.* Sec. 946.14. Public officers and employees may not, in their private capacity, intentionally purchase for less than full value any claim against the state or a political subdivision of the state.

*m. Public construction contracts at less than full value.* Sec. 946.15. Compensation due to persons employed under these contracts may not be given up, waived, returned or reduced.

**Public Safety Committee****AGENDA INFORMATION SHEET**

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|                     |                          |
|---------------------|--------------------------|
| <b>AGENDA DATE:</b> | <b>July 19, 2022</b>     |
| <b>DEPARTMENT:</b>  | <b>County Clerk</b>      |
| <b>DIRECTOR:</b>    | <b>Julie Winkelhorst</b> |
| <b>PREPARER:</b>    | <b>Julie Winkelhorst</b> |

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**Agenda Summary** May 17 and June 27, 2022

May 17, 2022

[<https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/\\_05172022-3079>](https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/_05172022-3079)

June 27, 2022

[<https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/\\_06272022-3103>](https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/_06272022-3103)

## Public Safety Committee

### AGENDA INFORMATION SHEET

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|                     |                      |
|---------------------|----------------------|
| <b>AGENDA DATE:</b> | <b>July 19, 2022</b> |
| <b>DEPARTMENT:</b>  | <b>Administrator</b> |
| <b>DIRECTOR:</b>    | <b>Jason Dzwinel</b> |
| <b>PREPARER:</b>    | <b>Jason Dzwinel</b> |

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**Agenda Summary** Review Municipal Applications to Ozaukee County EMS Grants Program and Approve Funding Allocations

#### BACKGROUND INFORMATION:

##### *Emergency Medical Services Grant Program*

In April of 2022 the County Board established the Emergency Medical Services Grant Program from American Rescue Act Plan Funds (ARPA). This grant program set aside \$5 million of the county's ARPA to support the hiring of up to 18 Fire Paramedic positions countywide.

Applications were due to the County Administrator's Office on June 30 of 2022 and the Public Safety Committee is tasked in the resolution with making recommendations on funding based on the County Administrator Office's review. Every municipality operating a municipal fire department was eligible for up to \$200,000 to support the hiring of Fire Paramedic positions. In addition, to that allocation municipalities with joint applications with one or more other municipality operating a municipal fire department were eligible for an additional \$100,000 to support the recruitment and retention of Fire Paramedic personnel. The application also made available an additional hundred thousand dollars to support capital improvements or other expenditures if three or more municipalities made an application.

The County Administrator's Office received three joint applications between municipalities, The Southern Ozaukee Fire Department in the City of Mequon and Village of Thiensville, the Village of Grafton and Village of Saukville and the Village of Belgium and the Village of Fredonia. The City of Cedarburg and the City of Port Washington submitted two standalone applications for their Fire Departments. Both the City of Cedarburg and the City of Port Washington are actively engaged in discussions with adjacent municipalities to consider consolidation. The City of Port Washington has entered into a MOU to study consolidation with the Village of Grafton and Village of Saukville.

##### *Public Policy Goals*

There are two primary public policy goals established in the grant program. One, is to improve response time in the EMS system countywide. The second is to ensure that the positions recruited and retained under the grant program are sustainable beyond the three-year grant term when county ARPA funds are no longer available. The funding recommendations of the County Administrators office below to the Public Safety Committee are based on those to public policy goals.

## Summary

In total the grant request amount is \$5.9 million over the three-year grant. Each application indicates an improvement in EMS response time as required by the program into the seven minute range by the end of the three-year grant term. Some of the municipal applications indicate that the program will be self-sustaining at the municipal level beyond the three-year grant term. Some of the applications, as prepared, would require ongoing county support beyond the three-year grant term. Acceptance of the EMS grant from the county does require that each applicant or joint applicant submit a formal sustainability plan by May 1 of 2023.

From a policy and financial perspective sustainability of the EMS positions hired by this grant program lies at the crux of the staff recommendation to the Public Safety Committee. The required county funding estimated to sustain the requested EMS positions in all the municipal grants totals nearly \$1 million in the fourth year of the program per the grant applications.

## Initial Funding Recommendations

***For this reason, the recommendation of the County Administrator's Office is that the Committee fund only the EMS positions that will be sustainable beyond the life of the grant program for the first 12 months and until the submission of formal sustainability plans by May 1 of 2023.***

This is not to say that the county may not support these EMS positions with county revenue at some point in the future, but it is strongly recommended that the decision to support these positions with County funds be made after the formal sustainability plans are submitted by the grant applicants.

Under the state of Wisconsin tax levy limits the county does not have the ability to increase the property tax levy by \$1 million in any given year. The levy limits do provide additional flexibility for a countywide EMS system, but the viability of a countywide solution faces significant political challenges at the municipal level of government. The county would have the ability to sustain the EMS funding through various legislative means to raise additional county revenues. A countywide referendum may be presented to the voters to seek authority from the to exceed levy limits to support the EMS system. In addition, there are other revenue generating opportunities such as a county wide wheel tax. Because of the significant nature of these types of decisions and the required public input and debate it is highly recommended that a final estimate of the county contribution to support the EMS system be determined before any commitment to fund in the long-term is made. If formal sustainability plans are completed in 2023 by the municipalities there will be ample time for these legislative efforts.

## ANALYSIS:

The County Administrator recommends the following amounts be recommended for the first 12 months of the EMS Grants Program based on the estimates of the amount of funding that each municipality can sustain upon the completion of the three-year grant term. Furthermore, it is recommended that the portion of the EMS services that will require ongoing county support should be revisited when the final sustainability plan are submitted and the County Board can debate and decide the means to fund EMS operations in the long-term with county revenue;

- Port Washington: \$200,000
  - Sustainability plan from City of Port Washington assumes that the EMS services will be reduced by one FTE upon retirement which will impact response times in the long term. The City of Port Washington is studying consolidation with the Village of Grafton and the Village of Saukville which may lead to additional efficiencies.
- Villages of Fredonia and Belgium: \$225,000
  - Sustainability plan assumes full municipal funding
- City of Cedarburg: \$200,000
  - Sustainability plan is to set a referendum to exceed levy limits for EMS services in the city. City is currently in discussions with adjacent municipalities to study consolidation.
- Villages of Grafton and Saukville: \$300,000
  - Sustainability plan is to fund 3 Fire Paramedics in the joint department and seek county funding for 3 Fire Paramedics
- City of Mequon and Village of Thiensville: \$240,000
  - Sustainability plan is to hire 3 Fire Paramedics and request \$360,000 of county funding.

#### Ozaukee County - EMS Program Grants

| Primary Municipal | Consolidated Municipal | Primary Grant | Consolidated Grant | Service Consolidation | Capital Consolidation | Total Available | Total              |
|-------------------|------------------------|---------------|--------------------|-----------------------|-----------------------|-----------------|--------------------|
| Department        | Department             | Max/Yr        | Max/Yr             | Available             | Available             | Per Year        | Requested          |
| Port Washington   | None                   | \$200,000     | \$0                | \$0                   | \$0                   | \$200,000       | \$540,000          |
| Fredonia          | Belgium                | \$200,000     | \$200,000          | \$200,000             | \$0                   | \$600,000       | \$878,000          |
| Cedarburg         | None                   | \$200,000     | \$0                | \$0                   | \$0                   | \$200,000       | \$600,000          |
| Grafton           | Saukville              | \$200,000     | \$200,000          | \$200,000             | \$0                   | \$600,000       | \$2,000,000        |
| Mequon            | Thiensville            | \$200,000     | \$200,000          | \$200,000             | \$0                   | \$600,000       | \$1,800,000        |
|                   |                        |               |                    |                       |                       |                 | <u>\$5,818,000</u> |
| Primary           | Consolidated           | FTE Hires     | Current            | Estimated             | Municipal             | County          | Administrator      |

| Municipal<br>Department | Municipal<br>Department | Fire<br>Paramedic | Response<br>Time | Response<br>Time | Sustainabili<br>ty<br>Estimate | Sustainabil<br>ity<br>Estimate | 12 Month<br>Recommend<br>ed |
|-------------------------|-------------------------|-------------------|------------------|------------------|--------------------------------|--------------------------------|-----------------------------|
| Port<br>Washington      | None                    | 2.00              | 8m - 12m         | 2 min less       | \$110,000                      | \$90,000                       | \$200,000                   |
| Fredonia                | Belgium                 | 3.00              | 8.4m -12.1m      | <5m              | \$334,000                      | \$0                            | \$225,000                   |
| Cedarburg               | None                    | 3.00              | 8m 24s           | <7m              | \$200,000                      | \$0                            | \$200,000                   |
| Grafton                 | Saukville               | 6.00              | 7m 0s            | 6m 0s            | \$300,000                      | \$300,000                      | \$300,000                   |
| Mequon                  | Thiensville             | 3.00              | 10m 14s          | 1 min per year   | \$240,000                      | \$360,000                      | \$240,000                   |
|                         |                         |                   |                  |                  | \$1,184,000                    | \$750,000                      | \$1,184,000                 |

### *Next Steps*

With a Public Safety grant funding recommendation staff will bring a Budget Amendment to the Finance Committee for approval at their July meeting and to the County Board in August. The County Board vote will require a two-thirds vote of the members elect.

County Staff will submit subgrantee agreements to the municipalities to make the funds available and meet the federal audit requirements. The County EMS Grants program will require the submission of quarterly payroll expenses for municipal and county funded EMS positions and municipalities will be reimbursed for the grant funded additional positions. These payroll records will be subject to audit by the County Finance Department.

**RECOMMENDED MOTION:** The County Administrator respectfully requests that the Public Safety Committee approve the following amounts for funding for the first twelve months of the EMS Grant Program: Port Washington \$200,000, Fredonia (Belgium) \$225,000, Cedarburg \$200,000, Grafton (Saukville): \$300,000, Mequon (Thiensville): \$240,000.

### **ATTACHMENTS:**

- Port Washington EMS Grant Application (PDF)
- Fredonia Belgium EMS Grant Application (PDF)
- City of Cedarburg EMS Grant Application (PDF)
- Grafton Saukville EMS Grant Application (PDF)
- Mequon Thiensville EMS Grant Application (PDF)

## Ozaukee County EMS Grant Application

Attachment: Port Washington EMS Grant Application (Review Municipal Applications to Ozaukee County EMS Grants Program and Approve

| Part 1 – EMS Grant Request                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                        |                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-----------------------------------|
| Grant Request Amount:<br>\$ 540,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Matching Funding, if applicable:<br>\$ | Total Project Cost:<br>\$ 540,000 |
| Source of Matching Funding, if applicable (Local, other grants, etc.):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                        |                                   |
| Amount to be Funded in Year 1: \$ 140,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                        |                                   |
| Amount to be Funded in Year 2: \$ 200,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                        |                                   |
| Amount to be Funded in Year 3: \$ 200,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                        |                                   |
| Project Title: Project Resolve: Decreasing Individual Response Times                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                        |                                   |
| Project Coverage Area (List Specific Municipalities) :<br>City of Port Washington                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                        |                                   |
| <b>Brief Project Description:</b><br>The City of Port Washington would like to add two full-time firefighter/paramedic positions to assist in decreasing the response times that are being experienced right now.<br><br><small>At the same time, starting in June 2022, the City of Cedarburg and the Town of Cedarburg, the Village of Grafton, the City of Port Washington, and the Village of Saukville ("Central Ozaukee County") will formally (i.e., Resolution) establish a Working Group to explore viable long-term and sustainable solution for jurisdictions to work together instead of developing community-centric solutions. This may include consolidation into one unified department in Central Ozaukee County.</small> |                                        |                                   |
| Number of Fire Paramedic (FTE) Positions to be Hired - Year 1: 2      Year 2: 0      Year 3: 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                        |                                   |
| If Project Receives EMS Grant Funding:<br>Project Begin Date (mm/yy): 08 / 2022      Project Completion Date (mm/yy): 08 / 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                        |                                   |

| Part 2 – Applicant Information                                                                                                      |                                     |
|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| <b>Applicant</b> (Lead Municipality/Grantee): City of Port Washington                                                               |                                     |
| Municipality Type: City <input checked="" type="checkbox"/> Village <input type="checkbox"/> Town <input type="checkbox"/>          |                                     |
| Joint Application?: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If yes, list other unit(s) of government): |                                     |
| Applicant - Chief Elected Official : Theodore Neitzke IV                                                                            | Title: Mayor                        |
| Applicant - Municipal Administrator: Anthony Brown                                                                                  | Title: Administrator                |
| Applicant - Fire/EMS Chief: Mark Mitchell                                                                                           | Title: Chief                        |
| Municipal Street Address: 100 W. Grand Avenue                                                                                       |                                     |
| Municipal Mailing Address if Different than Above:                                                                                  |                                     |
| City: Port Washington                                                                                                               | Zip: 53074                          |
| <b>Chief Elected Official's Signature:</b><br>   | Date: June 27, 2022                 |
| <b>Municipal Administrator's Signature:</b><br>  | Date: June 27, 2022                 |
| <b>Fire/EMS Chief's Signature:</b><br>           | Date: June 27, 2022                 |
| <b>Application Contact</b>                                                                                                          |                                     |
| Name: Anthony Brown                                                                                                                 |                                     |
| Municipality: City of Port Washington                                                                                               |                                     |
| City: Port Washington                                                                                                               | Zip: 53074                          |
| Phone: (262) 284-5585                                                                                                               | E-mail: abrown@portwashingtonwi.gov |

## 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:** 8-9 Minutes (City) - 10-12 Minutes (Town)

**Estimated Improved Average Response Time:** 6-8 Minutes (City) - 8-10 Minutes (Town)

The Port Washington Fire Department has two (2) Full-Time (FT) Firefighter/Medic (FF/Medic) positions working a 24 hour on/48 hour off schedule ("24/48 schedule"), along with all the Paid-On-Premise and Paid-On-Call members. For this grant application, the City of Port Washington is requesting two (2) FT FF/Medic positions. The first grant funded position, or third (3) FT FF/Medic position, would work a 24/48 schedule. This would give the Department a FT FF/Medic on duty 365 days a year minus vacation and sick time. However, it does not ensure sufficient capacity to staff a first or second med rig during the day shift. On average, most of the calls for service are received at this time. To address this issue, and provide flexibility to cover vacation and sick time, a second grant funded position, or fourth (4) FT FF/Medic position, working from 8:00 a.m. to 4:00 p.m. will provide an enhanced level of service. In all, during the grant period from 2022-2025, there would be five (5) FT positions, including the Fire Chief, in the Department.

Response times for emergency medical services (EMS) related calls vary depending on call location, time of day, time of year, the staffing levels (i.e., 2 or 3 responding personnel), and crew make up. Currently, the average response time, from "Time of Page" to "On Scene", is between 8–10 minutes in the City and 10–12 minutes in the Town of Port Washington. The call location, the time of day and year are variables that cannot be controlled.

Therefore, a change in how the daily staffing makeup responds to EMS related calls is another way to reduce response times. For the most part, a crew will wait until all "on call" members arrive at the fire station to begin their response. This practice can be modified to send the FT individual and on-duty FF/Medic immediately after being paged with the remaining crew responding when they are assembled. A pilot program utilizing this approach began in May 2022. During this period, Staff has been able to chart 68 calls. Response times in the City of Port Washington appear to have improved from time of page to on scene. Using the response practice above, and the addition of two (2) grant funded FT FF/Medic positions, would assist in significantly reducing the time from page to on scene.

### 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:** \$ 808, 087

**2021 Actual Revenue:** \$ 806,192

**2022 Budget Expenses:** \$ 832,399

**2022 Budget Revenue:** \$ 808,643

**Current Number of FP-FTE Positions:** 2

**Call Volume – Fire:** 348

**EMS:** 1358

The Department's call volume has been increasing steadily for the past 10 years. A 71% increase in EMS related calls has occurred in the last 10 years. This increase of annual EMS calls is one reason our part-time personnel can't commit the "on-call" hours as they did in the past. What used to be one to two EMS calls a day, has now increased to at least four calls a day. The Department began to see a reduction in the amount of EMS coverage hours that were on the daily schedule in 2018. This trend continues and shows that the current use of only part-time personnel was not sustainable to maintain ambulance coverage every day.

In 2019, the City budgeted for a single full-time (FT) firefighter/medic (FF/Medic) position. The position was filled in October 2019 and the scheduling issues got a bit better, but there was still a need to hire additional FT position to guarantee daily ambulance coverage. A second FT FF/Medic position was budgeted in 2020, but there has been difficulty in keeping the position filled. Since then, a new five step pay scale has been adopted to encourage retention. The second position has been filled since June 20, 2022, which provides the Department with two FT FF/Medic positions.

The Port Washington Fire Department has suffered budget restraints in the last few years. The Department has separate budgets for Fire and EMS. Our three-year (2019-2021) combined Fire and EMS budget average revenue is \$673,838, which includes the salary for a career/full-time Fire Chief, one career/full-time Firefighter/Paramedic, paid-on-call/paid-on-premise part-time wages for 4 FF/Medics, 4 Paramedics, 4 Advanced EMTs, and 14 EMT-Basics. The part-time wages also include, 22 non-EMS Firefighters, 4 Rescue Divers, and one part-time Administrative Assistant. The three-year

## 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)

|                                                    |                                            |
|----------------------------------------------------|--------------------------------------------|
| <b>Budget Expenses - Personnel: \$ 860,000</b>     | <b>Revenue – Municipal Tax: \$ 200,000</b> |
| <b>Budget Expenses – Non-Personnel: \$ 860,000</b> | <b>Revenue – Fees: \$ 900,000</b>          |
| Personnel - \$860,000; Non-Personnel - \$240,000   | <b>Revenue – Request for Cty Funds: \$</b> |

The City is projecting the 2025 Fire Department budget will be \$1,100,000. This is an increase of approximately \$255,000 from 2022 to 2025. 42% the expenditure increase is due to the addition of a third (3) FT FF/Medic position. The remaining amount is a result of increased wage, benefit and operations expenditures.

Before explaining the revenue sources to sustain the first grant funded position, or the third (3) FT FF/Medic position, the second grant funded, or fourth (4) FT FF/Medic position, should be discussed. The City is certain a retirement will occur prior to the Grant Program ending. As a result, the Department would decrease the FTE count from five to four (i.e., Fire Chief and three FF/Medic positions).

Once the Ozaukee County EMS Grant Program concludes in 2025 the City will have dedicated enough financial resources to fully fund the third (3) FT FF/Medic position and additional costs for increased wages, benefits and operational expenditures. The two primary methods are property taxes and EMS revenue. For the latter, a higher percentage of EMS revenue would be allocated to the Fire Department, \$95,000, and an additional \$80,000 will be realized through the Medicaid Supplement Program. The remaining amount, \$80,000, would be derived from property taxes.

It is also worth noting the City of Cedarburg and the Town of Cedarburg, the Village of Grafton, the City of Port Washington, and the Village of Saukville ("Central Ozaukee County") have met several times to discuss a joint effort to identify specific coordinated measures for improved fire and EMS services and to potentially pursue a joint Ozaukee County EMS Grant Program application among the participating communities. The attached Resolution and Memorandum of Understanding (MOU), which were adopted by the Port Washington Common Council on Tuesday, June 21st, formalizes the establishment of a Working Group to explore and work towards improved service delivery, up to and including consolidation. The Group would consist of the Chief Elected Official (or their designee), Administrator and Fire Chief from each community.

Specific objectives of this Working Group include:

- Increase safety for all citizens and visitors
- Reduced response call times
- Improved cooperation via coordinated strategies, e.g., compensation and benefits, recruitment and retention, training, etc.
- Ensure long-term fiscal and operational efficiencies

The following topic areas to be analyzed:

- Governance Administration/Management
- Finance (Budgeting, Revenues, etc.)
- Staffing
- Equipment
- Training
- Facilities
- Medical Direction
- Emergency Dispatch
- Response Times
- Future Growth/Needs

## Ozaukee County EMS Grant Application

### Part 6 – 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).

|                    |                                                                                                                     |
|--------------------|---------------------------------------------------------------------------------------------------------------------|
| <b>Initial:</b> TN | <b>Chief Elected Official</b>   |
| <b>Initial:</b> AB | <b>Municipal Administrator</b>  |
| <b>Initial:</b> MM | <b>Fire/EMS Chief</b>           |

**CITY OF PORT WASHINGTON, WISCONSIN  
RESOLUTION NO. 2022-17**

**RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING  
ESTABLISHING A JOINT FIRE & EMS WORKING GROUP**

**WHEREAS**, the City of Cedarburg and the Town of Cedarburg, the Village of Grafton, the City of Port Washington and the Village of Saukville, each provide and/or have facilities that help provide emergency medical, fire and rescue services (collectively herein "Fire & EMS Services") to their respective residents; and

**WHEREAS**, these communities all seek to continue to be able to provide effective and efficient Fire & EMS Services to their respective residents, businesses and institutions; and

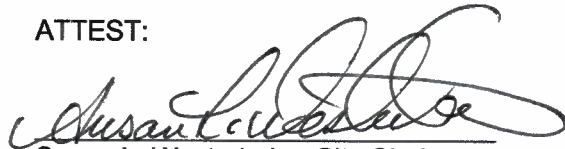
**WHEREAS**, these communities have determined that current and future budget considerations and staffing constraints pose a challenge to providing effective and efficient Fire & EMS Services; and

**WHEREAS**, Wisconsin Statute 66.0301 authorizes municipal governments to enter into intergovernmental agreements to share services and/or otherwise provide for the joint exercise of municipal powers.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Port Washington, WI that the Memorandum of Understanding between the City of Cedarburg and the Town of Cedarburg, the Village of Grafton, the City of Port Washington, and the Village of Saukville to establish a Fire & EMS Working Group in the form attached is approved.

APPROVED AND ADOPTED by the City of Port Washington, County of Ozaukee, State of Wisconsin on this 21<sup>st</sup> day of June, 2022.

ATTEST:

  
Susan L. Westerbeke, City Clerk

  
Theodore Neitzke IV, Mayor

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made as of this 21<sup>st</sup> of June 2022, by and between the City of Cedarburg and the Town of Cedarburg, the Village of Grafton, the City of Port Washington and the Village of Saukville, the (collectively, the "communities").

### RECITALS

- A. The communities provide and/or have fire station locations to provide emergency medical, fire, and rescue services (collectively "Fire & EMS Services") to their respective residents, businesses and institutions, utilizing a combination of their own Fire & EMS Services staff, mutual aid, and shared services agreements.
- B. The communities all seek to continue to be able to provide effective and efficient Fire & EMS Services to their respective residents, businesses and institutions.
- C. The communities have each identified current and future fiscal challenges to the continued provision of effective and efficient Fire & EMS Services including budget considerations and staffing constraints.
- D. The communities, as well as other municipalities that provide Fire & EMS services in Ozaukee County, participated in a county-wide study to examine ways that Fire & EMS Services may be provided with synergy, reduced duplication, and increased flexibility.
- E. The county-wide study, completed by the Wisconsin Policy Forum ("WPF") in 2021, recommended various options that participating communities could consider to sustain or improve upon the existing levels of service, while controlling costs.
- F. Following a thorough review of the recommendations contained within the WPF study, the communities have drafted this MOU to formalize their intent to explore a consolidation of Fire & EMS Services.
- G. Efforts directed towards establishment of a consolidated Fire & EMS department do not preclude any of the communities from continuing to participate in alternative consolidation discussions with the other communities that participated in the WPF study.
- H. Section 66.0301 of the Wisconsin Statutes authorizes municipalities to enter into intergovernmental agreements to share services and/or otherwise provide for the joint exercise of municipal powers.
- I. Based on the foregoing recitals, and in consideration of the promises and obligations set forth in this MOU, the communities mutually agree as follows:
  - 1. A Working Group shall be formed to further explore the consolidation of Fire & EMS Services among the communities. Said Working Group shall be comprised of the Chief Elected Official (or their designee), Administrator and Fire Department Chief from the respective community.
  - 2. The Working Group shall establish the necessary framework by which the departments serving or having facilities that serve the communities can consolidate

into one, unified entity under the jurisdiction of a combined governing board.

3. The Working Group may from time to time include other representatives of a community (e.g., an additional elected official, City/Village/Town attorney, finance director, consultant, etc.), that the Joint Working Group's core members deem necessary or advisable.
4. In establishing the framework by which the communities' Fire & EMS departments may consolidate into one, unified entity, the Joint Working Group will include an examination of the following topic areas, among others, within its work:
  - Governance Administration/Management
  - Finance (Budgeting, Revenues, etc.)
  - Staffing
  - Equipment
  - Training
  - Facilities
  - Medical Direction
  - Emergency Dispatch Response Times
  - Future Growth/Needs
5. The Joint Working Group will provide periodic updates (not less than quarterly) to the governing boards in each of the communities to apprise elected officials on the Joint Working Group's progress towards the consolidation of Fire & EMS Services, as well as challenges or considerations that may warrant larger or further discussion and/or deliberation.
6. The results and recommendations of the Joint Working Group's efforts are not binding but serve as key decision-making data should all or some of the communities decide to pursue consolidation(s). Further, this MOU shall impose no legal obligation on any of the communities; rather, it expresses the intent of the communities. Any of the communities may withdraw from this MOU at any time by providing written notice to the rest.

**CITY OF CEDARBURG**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], MayorAttest: \_\_\_\_\_  
[Name], Clerk**TOWN OF CEDARBURG**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], ChairmanAttest: \_\_\_\_\_  
[Name], Clerk**VILLAGE OF GRAFTON**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], PresidentAttest: \_\_\_\_\_  
[Name], Clerk**CITY OF PORT WASHINGTON**Approved on: 6-21-2022By: \_\_\_\_\_  
[Name], MayorAttest: \_\_\_\_\_  
[Name], Clerk**VILLAGE OF SAUKVILLE**

Approved on: \_\_\_\_\_

By: \_\_\_\_\_  
[Name], PresidentAttest: \_\_\_\_\_  
[Name], Clerk

# 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 funds 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](mailto:jdzwinel@co.ozaukee.wi.us)

**Please Note:**

Ozaukee County EMS Grant Application materials can be downloaded from the Ozaukee County website at: [https://www.co.ozaukee.wi.us/DocumentCenter/View/16351/EMS-Grant-Application\\_FORM\\_FINAL\\_5-18-2022pdf](https://www.co.ozaukee.wi.us/DocumentCenter/View/16351/EMS-Grant-Application_FORM_FINAL_5-18-2022pdf)

**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.**

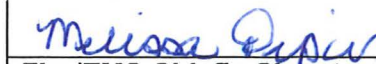
Contact Jason Dzwinel or Jason Wittek, Policy & Budget Analyst  
[jwittek@co.ozaukee.wi.us](mailto:jwittek@co.ozaukee.wi.us) with any questions or clarifications.

## Ozaukee County EMS Grant Application

### Part 1 – EMS Grant Request

|                                                                                                                                                                                                                                      |                                  |                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------|
| Grant Request Amount:                                                                                                                                                                                                                | Matching Funding, if applicable: | Total Project Cost: |
| \$ 878,000.00                                                                                                                                                                                                                        | \$                               | \$ 878,000.00       |
| Source of Matching Funding, if applicable (Local, other grants, etc.):                                                                                                                                                               |                                  |                     |
| Amount to be Funded in Year 1: \$225,000.00                                                                                                                                                                                          |                                  |                     |
| Amount to be Funded in Year 2: \$319,000.00                                                                                                                                                                                          |                                  |                     |
| Amount to be Funded in Year 3: \$334,000.00                                                                                                                                                                                          |                                  |                     |
| Project Title: Village of Fredonia - Ambulance Paramedic Program                                                                                                                                                                     |                                  |                     |
| Project Coverage Area (List Specific Municipalities) :                                                                                                                                                                               |                                  |                     |
| Village of Fredonia, Town of Fredonia, Village of Belgium, Town of Belgium                                                                                                                                                           |                                  |                     |
| Brief Project Description:                                                                                                                                                                                                           |                                  |                     |
| Obtain funding to provide (3) full time fire/medic staff that will allow for improvement in response times and upgrade our service level to the community we currently serve and surrounding areas during their mutual aid requests. |                                  |                     |
| Number of Fire Paramedic (FTE) Positions to be Hired - Year 1: 3      Year 2: 3      Year 3: 3                                                                                                                                       |                                  |                     |
| If Project Receives EMS Grant Funding:                                                                                                                                                                                               |                                  |                     |
| Project Begin Date (mm/yy): 07 / 22      Project Completion Date (mm/yy): 01 / 25                                                                                                                                                    |                                  |                     |

### Part 2 – Applicant Information

|                                                                                                                                     |                                                |
|-------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| <b>Applicant</b> (Lead Municipality/Grantee): Brian R Weyker - Village of Fredonia Fire Chief                                       |                                                |
| Municipality Type: City <input type="checkbox"/> Village <input checked="" type="checkbox"/> Town <input type="checkbox"/>          |                                                |
| Joint Application?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If yes, list other unit(s) of government): |                                                |
| Village and Town of Fredonia, Village and Town of Belgium                                                                           |                                                |
| Applicant - Chief Elected Official : Donald Dohrwardt                                                                               | Title: Village of Fredonia - President         |
| Applicant - Municipal Administrator: Melissa Depies                                                                                 | Title: Village of Fredonia - Clerk / Treasurer |
| Applicant - Fire/EMS Chief: Brian Weyker                                                                                            | Title: Village of Fredonia - Fire Chief        |
| Municipal Street Address: 242 Fredonia Avenue, Fredonia, WI 53021                                                                   |                                                |
| Municipal Mailing Address if Different than Above: Po Box 159, Fredonia, WI 53021                                                   |                                                |
| City: Fredonia                                                                                                                      | Zip: 53201                                     |
| <b>Chief Elected Official's Signature:</b><br>    | Date:<br>06-21-2022                            |
| <b>Municipal Administrator's Signature:</b><br>   | Date:<br>6/01/2022                             |
| <b>Fire/EMS Chief's Signature:</b><br>            | Date:<br>6/21/2022                             |
| <b>Application Contact</b>                                                                                                          |                                                |
| Name: Brian R Weyker                                                                                                                |                                                |
| Municipality: Village of Fredonia                                                                                                   |                                                |
| City: Fredonia                                                                                                                      | Zip: 53021                                     |
| Phone: ( ) 262-424-3919                                                                                                             | E-mail: bweyker@village.fredonia.wi.us         |

## 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:** Fredonia Area - 8.4 minutes Belgium Area - 12.1 minutes

**Estimated Improved Average Response Time:** Improvement of 5.0 minutes in response time

The addition of (3) full time Fire/Medic staff will allow us to reduce our response time by an estimated 5 minutes. This will be achieved by adopting a new response procedure that will have the full time Fire/Medic staff respond, from the Fredonia Fire Station, with a paramedic level rapid response vehicle immediately upon receiving an emergency medical services call - reporting directly to the scene to start administering patient care. Our remaining ambulance crew, consisting of a driver and EMT, would follow and join the Fire/Medic at the scene and continue the call as a full crew with transport to the hospital. This allows for a higher level of care to be delivered with a much quicker response - benefiting our more seriously injured patient care incidents.

Another additional bonus to our response; during the Monday thru Friday 0700 - 1600 shift, our current full time EMT would supplement the response and legally could leave with the Fire/Medic as a two person legal crew if the call warranted.

This response time would greatly affect our most critical response needs by reducing our Village of Fredonia area to a 3.4-minute average time of page to on scene time - a 60% faster response. The Belgium area to a 7.1-minute average time of page to on scene time - a 41% faster response.

### 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:** \$ 11,041

**2021 Actual Revenue:** \$ 144,269

**2022 Budget Expenses:** \$ 160,260

**2022 Budget Revenue:** \$ 160,260

**Current Number of FP-FTE Positions:** 1- EMT(A)

**Call Volume – Fire:** 58 **EMS:** 385

Current membership status of the areas volunteer fire departments have been on a downward slide for the past 10+ years. In the Village of Fredonia - Fire and Ambulance, we have seen an average decrease in our membership by 4%, over each of the last 5 years. Specifically the Village of Fredonia Ambulance has seen a decrease of 8%, over each of the last 5 years. EMS is the most demanding part of the fire service and requires the most call responses and training, which is potentially leading to the fewer numbers of volunteers.

Over two decades ago, we started with one part-time staff to assist us during the weekdays to fill in 3 hours in the morning. Shortly thereafter we added another part-time staff member, filling in 2-3 hours in the afternoon. As we progressed over the years, we continued to see the trend of less local employers and our volunteers working outside our community, which resulted in less members being able to assist with daytime ambulance response. In 2017, we moved to hiring our first full time EMT. Moving to the full time EMT role allowed us to be confident as a department, that we were able to staff our ambulance better during the Monday thru Friday day shift times.

Steadily decreasing volunteers on our roster have brought us to the point where we are becoming not only more concerned for patient care, but also the well-being of the staff that continue to put in hundreds of on-duty volunteer hours each month – and the burnout of those dedicated members. When a volunteer burns themselves out, we lose them for good.. We also must look at the increasing call volumes – over the last 5 years we have continued to set record call volumes each year, an annual increase of between 7% - 10% each year. This too, is an added strain to the volunteers we currently retain. Additional full time Fire/Medic staff will allow us to spreader existing volunteers out twice as much and hopefully retaining them for twice as long.

## 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)

|                                                      |                                                      |
|------------------------------------------------------|------------------------------------------------------|
| <b>Budget Expenses - Personnel: \$</b> See Below     | <b>Revenue – Municipal Tax: \$</b> See Below         |
| <b>Budget Expenses – Non-Personnel: \$</b> See Below | <b>Revenue – Fees: \$</b> See Below                  |
| These numbers are for Year 4 and our sustainability  | <b>Revenue – Request for Cty Funds: \$</b> See Below |

Current w/out Fire Medic positions:

Budget Expenses - Personnel: \$ 66,000

Revenue – Municipal Tax: \$ 21,750 (V & T Belgium)

Budget Expenses – Non-Personnel: \$ 92,285

Revenue – Fees: \$ 136,535

Forecast – Year 4 Budget w/ Fire Medic positions:

Budget Expenses - Personnel: \$ 355,000

Revenue – Municipal Tax: \$ 340,000

Budget Expenses – Non-Personnel: \$ 140,000

Revenue – Fees: \$ 155,000

Revenue - Request for County Funds: \$340,000

Budget forecast for year 4 of this program would require \$340,000 in tax dollars to support. Again, this supports (3) Fire/Medic positions that would allow us to staff (1) full time Fire/Medic 24/7. These funds would be allocated by the (4) northern local municipalities on an equal share of roughly \$85,000 / year thru the tax base budgeting process.

Additional funds obtained thru taxes by one of multiple ideas:

- County taxes
- Ambulance district tax
- Local sales tax

There may be a change in how the needed municipal taxes are raised, but funds for sustainability will be tax based.

All four municipalities -Village(s) of Fredonia and Belgium, and the Town(s) of Fredonia and Belgium are committed to make this program work and understand the crossroads we are at with our local fire department volunteer levels. Full time staff is our only option to provide EMS and Fire Service to our residents.

## Ozaukee County EMS Grant Application

### Part 6 – 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:  | <b>Chief Elected Official</b> Donald Dohrwardt |
| Initial:  | <b>Municipal Administrator</b> Melissa Depies  |
| Initial:  | <b>Fire/EMS Chief</b> Brian Weyker             |

## 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:** Fredonia Area - 8.4 minutes Belgium Area - 12.1 minutes

**Estimated Improved Average Response Time:** Improvement of 5.0 minutes in response time

The addition of (3) full time Fire/Medic staff will allow us to reduce our response time by an estimated 5 minutes. This will be achieved by adopting a new response procedure that will have the full time Fire/Medic staff respond, from the Fredonia Fire Station, with a paramedic level rapid response vehicle immediately upon receiving an emergency medical services call - reporting directly to the scene to start administering patient care. Our remaining ambulance crew, consisting of a driver and EMT, would follow and join the Fire/Medic at the scene and continue the call as a full crew with transport to the hospital. This allows for a higher level of care to be delivered with a much quicker response - benefiting our more seriously injured patient care incidents.

Another additional bonus to our response; during the Monday thru Friday 0700 - 1600 shift, our current full time EMT would supplement the response and legally could leave with the Fire/Medic as a two person legal crew if the call warranted.

This response time would greatly affect our most critical response needs by reducing our Village of Fredonia area to a 3.4-minute average time of page to on scene time - a 60% faster response. The Belgium area to a 7.1-minute average time of page to on scene time - a 41% faster response.

### 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:** \$ 11,041

**2021 Actual Revenue:** \$ 144,269

**2022 Budget Expenses:** \$ 160,260

**2022 Budget Revenue:** \$ 160,260

**Current Number of FP-FTE Positions:** 1- EMT(A)

**Call Volume – Fire:** 58

**EMS:** 385

Current membership status of the areas volunteer fire departments have been on a downward slide for the past 10+ years. In the Village of Fredonia - Fire and Ambulance, we have seen an average decrease in our membership by 4%, over each of the last 5 years. Specifically the Village of Fredonia Ambulance has seen a decrease of 8%, over each of the last 5 years. EMS is the most demanding part of the fire service and requires the most call responses and training, which is potentially leading to the fewer numbers of volunteers.

Over two decades ago, we started with one part-time staff to assist us during the weekdays to fill in 3 hours in the morning. Shortly thereafter we added another part-time staff member, filling in 2-3 hours in the afternoon. As we progressed over the years, we continued to see the trend of less local employers and our volunteers working outside our community, which resulted in less members being able to assist with daytime ambulance response. In 2017, we moved to hiring our first full time EMT. Moving to the full time EMT role allowed us to be confident as a department, that we were able to staff our ambulance better during the Monday thru Friday day shift times.

Steadily decreasing volunteers on our roster have brought us to the point where we are becoming not only more concerned for patient care, but also the well-being of the staff that continue to put in hundreds of on-duty volunteer hours each month – and the burnout of those dedicated members. When a volunteer burns themselves out, we lose them for good.. We also must look at the increasing call volumes – over the last 5 years we have continued to set record call volumes each year, an annual increase of between 7% - 10% each year. This too, is an added strain to the volunteers we currently retain. Additional full time Fire/Medic staff will allow us to spreader existing volunteers out twice as much and hopefully retaining them for twice as long.

# 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 funds 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](mailto:jdzwinel@co.ozaukee.wi.us)

**Please Note:**

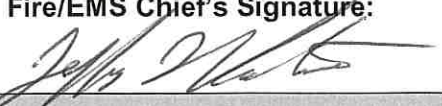
Ozaukee County EMS Grant Application materials can be downloaded from the Ozaukee County website at: [https://www.co.ozaukee.wi.us/DocumentCenter/View/16351/EMS-Grant-Application\\_FORM\\_FINAL\\_5-18-2022pdf](https://www.co.ozaukee.wi.us/DocumentCenter/View/16351/EMS-Grant-Application_FORM_FINAL_5-18-2022pdf)

**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](mailto:jwittek@co.ozaukee.wi.us) with any questions or clarifications.

## Ozaukee County EMS Grant Application

| Part 1 – EMS Grant Request                                                                                                                                                                                                                                                         |                                            |                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------------------|
| Grant Request Amount:<br>\$ 600,000.00                                                                                                                                                                                                                                             | Matching Funding, if applicable:<br>\$ N/A | Total Project Cost:<br>\$ 600,000.00 |
| Source of Matching Funding, if applicable (Local, other grants, etc.):<br><div style="text-align: center; font-size: 1.5em;">N/A</div>                                                                                                                                             |                                            |                                      |
| Amount to be Funded in Year 1: \$ 200,000.00                                                                                                                                                                                                                                       |                                            |                                      |
| Amount to be Funded in Year 2: \$ 200,000.00                                                                                                                                                                                                                                       |                                            |                                      |
| Amount to be Funded in Year 3: \$ 200,000.00                                                                                                                                                                                                                                       |                                            |                                      |
| Project Title: EMS Grant Program                                                                                                                                                                                                                                                   |                                            |                                      |
| Project Coverage Area (List Specific Municipalities) :<br>City and Town of Cedarburg                                                                                                                                                                                               |                                            |                                      |
| Brief Project Description:<br>This grant will allow the Cedarburg Fire Department to upgrade our EMS service to the Paramedic level. It will allow us to hire full-time firefighter/paramedics, reduce our response times to medical emergencies and provide paramedic level care. |                                            |                                      |
| Number of Fire Paramedic (FTE) Positions to be Hired - Year 1: 2      Year 2: 1      Year 3: 2                                                                                                                                                                                     |                                            |                                      |
| If Project Receives EMS Grant Funding:<br>Project Begin Date (mm/yy): 01 / 2023 Project Completion Date (mm/yy): 01 / 2026                                                                                                                                                         |                                            |                                      |

| Part 2 – Applicant Information                                                                                                      |                                    |
|-------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| <b>Applicant</b> (Lead Municipality/Grantee): City of Cedarburg                                                                     |                                    |
| Municipality Type: City <input checked="" type="checkbox"/> Village <input type="checkbox"/> Town <input type="checkbox"/>          |                                    |
| Joint Application?: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If yes, list other unit(s) of government): |                                    |
| Applicant - Chief Elected Official : Mike O'Keefe                                                                                   | Title: Mayor                       |
| Applicant - Municipal Administrator: Mikko Hilvo                                                                                    | Title: City Administrator          |
| Applicant - Fire/EMS Chief: Jeffrey J. Vahsholtz                                                                                    | Title: Fire Chief                  |
| Municipal Street Address: W63N645 Washington Ave. Cedarburg, WI 53012                                                               |                                    |
| Municipal Mailing Address if Different than Above: PO Box 49 Cedarburg, WI 53012                                                    |                                    |
| City: Cedarburg                                                                                                                     | Zip: 53012                         |
| <b>Chief Elected Official's Signature:</b><br>   | Date:<br>06-29-22                  |
| <b>Municipal Administrator's Signature:</b><br>  | Date:<br>06-29-22                  |
| <b>Fire/EMS Chief's Signature:</b><br>           | Date:<br>06-30-22                  |
| Application Contact                                                                                                                 |                                    |
| Name: Mikko Hilvo                                                                                                                   |                                    |
| Municipality: City of Cedarburg                                                                                                     |                                    |
| City: Cedarburg                                                                                                                     | Zip: 53012                         |
| Phone: (262)375-7917                                                                                                                | E-mail: mhillvo@ci.cedarburg.wi.us |

## 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:** 2021 - 8 minutes 24 seconds

**Estimated Improved Average Response Time:** Less than 7 minutes

The study done by the WI Policy Forum in 2019 showed that the Cedarburg Fire Department had the third worst average response times in the county. In an effort to reduce those times, we have added two full time FF/AEMTs and placed them on a 24/48 hour work schedule. This gives us one full time person per shift, two out of three days. This does not take into account vacation and sick days. The addition of these two FTEs has helped to start to reduce our response times. However, several problems still exist. We have determined that today's staffing level should be 2 FTEs per shift, while our future staffing (as our call volume increases) should be 4 FTEs per shift. Additional staff will allow us to move our service to the paramedic level and will help in covering vacation and sick time. WI DHS rules requires a minimum of one paramedic on shift 24/7 to operate as a Paramedic level service. We have proven that one FTE per shift has started to lower our response times significantly. Having additional FTEs provided by the funding through this grant will allow us to move to the paramedic level and also continue to lower our response times thus providing an increased level of service. If additional funding beyond the amount outlined by the County Resolution becomes available, we would be interested in re-applying for those additional funds.

### 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:** \$ 928,496.00

**2021 Actual Revenue:** \$ 888,028.00

**2022 Budget Expenses:** \$ 982,722.00

**2022 Budget Revenue:** \$ 617,100.00

**Current Number of FP-FTE Positions:** 3

**Call Volume – Fire:** 2021 - 185 **EMS:** 2021 - 1,024

The Cedarburg Fire Department provides fire and EMS service to the City and, under contract, to the Town of Cedarburg. We cover a total of 33 square miles with a total population of approximately 18,000. The Cedarburg Fire Department is licensed at the AEMT level. Paramedic intercept service is provided by the Thiensville Fire Department, and more recently also the Mequon Fire Department. Our service is provided by the following staffing.

#### Staffing:

The Cedarburg Fire Department is currently staffed by a combination of volunteer, part time, and three full time employees. The position of fire chief is a paid part time position. We have one full-time salaried Deputy Chief that is certified as an AEMT with multiple fire certifications and is one of two members assigned to a 24/48 shift. We have a full-time salaried fire inspector who, in addition to fire inspection duties, also operates as an EMS company officer with the ability to act as a fire officer on a fire scene. He is also an AEMT with several fire certifications and works a forty-hour week (Monday-Friday) but consistently puts in over 55 hours per week due to having to cover shifts outside of his normal working hours. Our third full-time employee is hourly and is our second 24/48 shift employee, he is also an AEMT with several fire certifications. Our administrative assistant is also a paid part-time employee. We also have one paid part-time member that assists with fire inspections. We currently have 60 volunteer members to fill out our roster. This is a mix of fire only, EMS only and cross staffed fire/EMS.

#### Response:

In 2021, our department ran 1,209 calls. Rescue calls accounted for 1,024 or 84.7% of all calls. ALS calls, or EMS incidents requiring the presence of a paramedic, accounted for 146 calls, or 14.3% of EMS calls. We also continued to provide mutual aid to our neighboring communities, for both fire and EMS incidents.

#### Budget constraints:

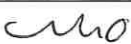
Our EMS budget is funded strictly by revenues generated by ambulance transports. One difficulty is that 76% of our transports are for patients that are on Medicare or Medicaid. When an EMS bill is sent to either of these two entities, they will only pay a very minimal portion of every bill, which on average equates to approximately 23% of that bill. Cedarburg has a large aging population including several nursing homes, assisted living facilities, and independent elderly housing. This includes the County owned Lasata Campus, which encompasses three separate buildings. Cedarburg is also restricted by the levy limit rules and regulations. Due to the constraints placed on us by the State of Wisconsin, the City and Town of Cedarburg have very little room to raise enough capital to support a Fire/EMS department that meets the current needs and future demands of our community. These constraints also limit us in establishing additional fees to cover costs of the services we provide. Presently, to provide for current needs and future demands, both the city and town would need to go to a referendum to exceed the levy limits.

## Ozaukee County EMS Grant Application

### Part 6 – 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:  | <b>Chief Elected Official</b>  |
| Initial:  | <b>Municipal Administrator</b> |
| Initial:  | <b>Fire/EMS Chief</b>          |

## 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)**

|                                                       |                                                       |
|-------------------------------------------------------|-------------------------------------------------------|
| <b>Budget Expenses - Personnel: \$ 407,887.00</b>     | <b>Revenue – Municipal Tax: \$ 722,438.00</b>         |
| <b>Budget Expenses – Non-Personnel: \$ 314,551.00</b> | <b>Revenue – Fees: \$ 20,000.00</b>                   |
|                                                       | <b>Revenue – Request for Cty Funds: \$ 600,000.00</b> |

The City and Town of Cedarburg have participated in and are actively reviewing all options, to include consolidation with other departments and also remaining independent. While we are reviewing all options that are available to us, we are very conscious of the burden that will be placed on the taxpayers. Through our research, we have identified that the Town of Cedarburg is at the point to which they are unable to raise their tax levy to support any additional staffing needs of the fire department. While the City has some space available to raise their tax levy, they may also encounter the same issue. It is evident that given the constraints of the levy limits imposed by the State, both communities will need to go to referendum to support additional positions for the fire department to set it up for success in the future. Our current intent is to push for referendum in the fall of 2023, which we believe will be supported by our citizens, to increase funding for the fire department to add additional positions over the next 5-7 years. A successful referendum would allow the City and Town to increase tax levy funding to support the fire department. We are continually reviewing funding options and ways to help support funding for the fire department. There are currently fees in place for fire inspections and false fire alarm calls. We have researched increasing these fees and creating new fees to better recover costs of service, but have been severely limited by WI law that prevents the creation of new fees and adjustment of existing fees. We have recently adjusted our EMS billing rates to increase revenue and cost recovery from heavy use of our EMS services. A private corporation that operates in the City also raises and donates money for all fire apparatus, which takes the burden of capital project costs off of the taxpayers. This is a unique opportunity that likely would not continue if consolidation were to come to fruition. We are also monitoring all grant opportunities to support staffing, recruitment and retention.

## **Additional Information for Village of Grafton and Village of Saukville EMS Grant Applications**

***The Village of Grafton and the Village of Saukville are currently working together under an Intergovernmental Agreement for administrative oversight. Grafton Fire Chief William Rice is Acting Chief for the Village of Saukville. As part of the existing agreement, the Grafton and Saukville Fire Department budgets remain independent of one another and are governed separately by their respective Village Boards and overseen by their respective Administrations. Therefore, two separate Ozaukee County EMS Grant Applications are being submitted for the Village of Grafton and the Village of Saukville, but Chief Rice as the leader for both organizations is submitting combined narratives for Parts 3, 4 and 5 of the application.***

***Upon review, if any additional information or clarification is needed, both departments/municipalities would be happy to provide.***

### **Part 1 – EMS Grant Request**

### **Part 2 – Applicant Information**

### **Part 3 – Budget Narrative: (Demonstrate how funds will be allocated to improve response times with the additional number of FD Positions)**

The Grafton and Saukville Fire Departments would use the allocated funds to improve EMS response times.

#### **GRAFTON**

- The Grafton Fire Department employs three full-time firefighter/paramedics working a rotating 24 hours on 48 hours off schedule. This work schedule provides Grafton with one 24 hour firefighter/paramedic each day unless earned

or unplanned off-time is used. When a full-time firefighter/paramedic uses time off, there is no full-time Fire/EMS on duty and service coverage needs to be handled by volunteer paid-on-call (part time) staff.

- The Grafton Fire Department is applying for \$300,000 in funds to staff an additional three full-time fire fighter/paramedics. \$200,000 annually as provided for in the EMS Grant Program and an additional \$100,000 in anticipation of continued partnership with the Village of Saukville and ongoing consolidation review and consideration.

## SAUKVILLE

- The Saukville Fire Department employs two full-time firefighter/paramedics. These two staff members are assigned a three day shift rotation with the third day having no full-time EMS coverage in Saukville. This schedule mirrors the 24/48 schedule in Grafton less the third regular full-time staff member and is also affected by any paid planned or unplanned time off by the two full-time members.
- The Saukville Fire Department is applying for \$300,000 in funds to staff an additional three full-time fire fighter/paramedics. \$200,000 annually as provided for in the EMS Grant Program and an additional \$100,000 in anticipation of continued partnership with the Village of Grafton and ongoing consolidation review and consideration.

## SAUKVILLE and GRAFTON

- Both departments provide service in their Village and Towns and agencies are staffed by paramedic level full-time responders. Full-time staff is supplemented by paid-on-call part-time personnel. While the part-time volunteer model has been in place it has been challenging, difficult to manage, sometimes unreliable and is absolutely not sustainable at current levels in Grafton, Saukville or any municipalities in Ozaukee County.
- Response times are greatly impacted by volunteer, paid on call ambulance staffing coverage in both Grafton and Saukville. At times, there is no Saukville ambulance staff available, and Grafton, almost daily needs staffing for both of its ambulances simultaneously.

- Ozaukee County as a whole experiences regular/daily EMS personnel shortages in the middle and northern parts of the County. These coverage challenges frequently result in Grafton and Saukville responding to neighboring communities which are associated with poor response times. Mutual aid response calls in other communities generally exceed 13 total minute response times.
- In an effort to improve response times in both Grafton and Saukville each municipality is requesting funding for three firefighter/paramedics. This additional full-time staffing would improve overall response times by making in-station staff available more regularly, requiring a lower reliance on paid-on-call employees responding from off site and thereby reducing response times.
- Grafton regularly augments daytime staffing with diminishing part-time personnel, the requested ARPA funded positions will lower the reliance on trying to staff the ambulance with declining availability of paid-on-call personnel. In Saukville, part-time personnel is frequently unavailable leaving the community with no responder or just the one on-duty full-time firefighter/paramedic. This staffing request would at a minimum place one full-time paramedic available at almost all times and at a minimum provide each community with a first responder. This firefighter/paramedic will also be available to quickly respond as a Paramedic-Intercept to other communities in Ozaukee County.
- Geographically, the Grafton Fire Department is centrally located in Ozaukee County making a response unit in Grafton frequently the closest ambulance to a neighboring community. Grafton EMS staff responds to mutual aid requests for an ambulance in almost all communities in Ozaukee County. Additionally, a staffed Saukville ambulance is positioned to be an excellent back-up resource for Port Washington, Waubeka, Fredonia, Belgium, the northern half of the Town of Cedarburg and northern Grafton calls for service. The requested funding for additional firefighter/paramedic staffing in Grafton and Saukville will benefit both of those communities and Ozaukee County as a whole through improved back-up response times to the northern and central parts of the county while also offering a higher level of service to these calls with paramedic response to calls.
- The additional \$100,000 applied for in year one would fund station updates to create, code-compliant accommodations for the increase in 24 hour staffing. These improvements would largely be to create sleeping areas and an eating area in Saukville.

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

The Grafton Fire Department has a total of approximately 60 part-time employees (Volunteer/Paid-on-Call). About 35 are EMS trained as either EMT's or paramedics. Additionally, there are three full-time firefighter/paramedics, one Assistant Fire Chief and one Fire Chief.

The Saukville Fire Department has approximately 28 (Volunteer/Paid-on-Call). Saukville employs two full-time firefighter/paramedics. About 20 Saukville members are EMT's and a few are paramedics.

In modern paid-on-call type departments like Grafton and Saukville, these “membership” numbers can be extremely misleading. Most all members of both Grafton and Saukville are part-time/paid on call that have regular full-time employment. Availability becomes limited and regularly fluctuates based on changes in regular employment, family, health and “burn-out”. Both departments have members that have not been available to respond to a call in a month or more while other members might respond to six calls in a single day. Rosters may seem heavy with volunteers, but availability is increasingly poor.

Both Grafton and Saukville are facing all the same budget constraints both imposed by the State and by growing overall community needs. There is constant competition for scarce local dollars to meet community needs.

In Grafton, there is a serious need to significantly increase the number of full-time staff for the fire department. Unfortunately, all municipal departments feel they have similar needs.

In 2021, the Village and Town of Saukville worked together to fund two new full-time firefighter/paramedics. This effort was extremely challenging and taxing on the 2022 Saukville budgets, but leaders in both communities made this critical need a priority

and approved the new staff. With this sacrifice, many other budgetary needs were delayed or eliminated to fund the full-time firefighter/paramedics in Saukville.

In a review of the mutual aid response numbers listed below, it becomes quite clear of the imbalance of responses to other communities by the Grafton Fire Department. Due to low or no staffing, area departments have been forced to call Grafton for ambulance service at a high rate. This reliance on Grafton has created two unfadable consequences; ambulances unavailable to Grafton because they are in other communities and burnout of volunteer members who on some days may respond to over twelve calls in a 24 hour period.

Call numbers for the Grafton and Saukville Fire Departments are as follows:

| <b>2021</b> | <b>Grafton</b> | <b>Saukville</b> |
|-------------|----------------|------------------|
| Fire        | 330            | 76               |
| EMS         | 1672           | 362              |
| Total       | 2002           | 438              |

| <b>Mutual Aid Provided By</b> | <b>Grafton</b> | <b>Saukville</b> |
|-------------------------------|----------------|------------------|
| Grafton                       | N/A            | 10               |
| Saukville                     | 157            | N/A              |
| Port Washington               | 149            | 29               |
| Cedarburg                     | 34             | 0                |
| Mequon                        | 10             | 3                |
| Belgium                       | 9              | 2                |
| Others                        | 20             | 2                |

The Village of Grafton had 112 incidents in 2021 where two calls occurred at the same time.

**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).**

The Village of Grafton and Village of Saukville are each requesting funding from Ozaukee County for 3 full-time firefighter/paramedics with the understanding that funding is planned for a 30 month duration.

As mentioned previously, the Village of Grafton and Village of Saukville are currently working together under an Intergovernmental Agreement for administrative oversight. This partnership has been expending monthly and has provided unexpected efficiencies. All fire and EMS training has been combined. Large capital purchases are now being determined with combined fleets in mind. The Saukville Fire Department has already been able to eliminate one fire engine from their fleet saving Saukville an estimated \$750,000 replacement cost. Both municipalities are committed to moving towards consolidation prior to the end of the 30 months of funding available through Ozaukee County.

Understanding that Ozaukee County will need an approved, budgeted sustainability plan in accordance with 7.a.b.c. of Resolution 21-72 no later than May 1, 2023, both Grafton and Saukville will submit those plans separately as it is anticipated that budgets will remain separated by municipality.

Without consolidation of at least some of the departments in Ozaukee County, the Village of Grafton intends to have a sustainable funding plan for two of the three requested full-time firefighter/paramedics initially covered by the Ozaukee County EMS Grant Program. Grafton would likely fund these positions through increases in revenue, changes to budget allocations, expected Medicare increases, purchase planning and possibly through referendum for increased tax levy dollars. Grafton would then look to Ozaukee County to help sustain the third full-time staff position by funding that firefighter/paramedic through additional EMS Grant support beyond the 30 months.

Similarly, the Village of Saukville would look to continued assistance from Ozaukee County in funding additional full-time Firefighter and EMS staffing if consolidation in

Ozaukee County is not realized. Saukville intends to fund, one of the three requested full-time firefighter/paramedics initially covered by the Ozaukee County EMS Grant Program. Like Grafton, Saukville would likely fund these positions through increases in revenue, changes to budget allocations, expected Medicare increases, purchase planning and possibly through referendum for increased tax levy dollars. Saukville would then look to Ozaukee County to help sustain the two remaining full-time staff positions by funding through additional EMS Grant support beyond the 30 months.

Both the Village of Saukville and Village of Grafton are committed to ongoing consolidation efforts based both on the recommendation of the Wisconsin Policy Forum study and the critical need of all municipalities in Ozaukee County to enhance service levels and keep up with capital needs on a collaborative basis. We understand that the current staffing model is not sustainable. EMS calls for service are increasing and the availability of paid-on-call and volunteer responders is stretched thin and the recruitment of new part-time firefighters and EMT's is increasingly failing. Both of these communities believe in and are committed to consolidation of Fire/EMS Services in Ozaukee County. Fire and EMS services are critical in all communities. The Village of Grafton and the Village of Saukville are fully committed to creating and executing a sustainable plan to provide those services effectively, efficiently and responsibly.

The Village of Saukville and the Village of Grafton are expectant that other municipalities in central Ozaukee County will participate in a joint application to Ozaukee County as demonstrated by current work group efforts.

# 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 funds 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](mailto:jdzwinel@co.ozaukee.wi.us)

**Please Note:**

Ozaukee County EMS Grant Application materials can be downloaded from the Ozaukee County website at: [https://www.co.ozaukee.wi.us/DocumentCenter/View/16351/EMS-Grant-Application\\_FORM\\_FINAL\\_5-18-2022pdf](https://www.co.ozaukee.wi.us/DocumentCenter/View/16351/EMS-Grant-Application_FORM_FINAL_5-18-2022pdf)

**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](mailto: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: |
| \$ 1,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$                               | \$ 1,000,000        |
| Source of Matching Funding, if applicable (Local, other grants, etc.):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                  |                     |
| Amount to be Funded in Year 1: \$ 400,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  |                     |
| Amount to be Funded in Year 2: \$ 300,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  |                     |
| Amount to be Funded in Year 3: \$ 300,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  |                     |
| Project Title: Ozaukee County EMS Staffing - Village of Grafton Fire Dept.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                  |                     |
| Project Coverage Area (List Specific Municipalities):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                  |                     |
| Village of Grafton, Town of Grafton, Village of Saukville, Town of Saukville                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                  |                     |
| Brief Project Description:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                  |                     |
| <small>The Grafton Fire Department is applying for Ozaukee County EMS Grant funding to hire 3 full-time firefighter/paramedics to respond to the Village/Town of Saukville's growing fire and EMS service delivery challenges and to support neighboring Ozaukee County communities. The additional \$100,000 applied for in year one would fund station updates to meet living accommodations for the increase in 24 hour staffing. These grant funds are being requested with a Memorandum of Understanding with V/T Saukville, C/T Port Washington and the C/T of Cedarburg to commit to review and consideration of consolidation per the recommendation of the Wisconsin Policy Forum Study released in March 2021.</small> |                                  |                     |
| Number of Fire Paramedic (FTE) Positions to be Hired - Year 1: 3      Year 2: 0      Year 3: 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                  |                     |
| If Project Receives EMS Grant Funding:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                  |                     |
| Project Begin Date (mm/yy): 10 / 25 <sup>22</sup> Project Completion Date (mm/yy): 10 / 25                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                  |                     |

| Part 2 – Applicant Information                                                                                                                                                                                                                                |                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| Applicant (Lead Municipality/Grantee): Village of Grafton                                                                                                                                                                                                     |                                                        |
| Municipality Type: City <input type="checkbox"/> Village <input checked="" type="checkbox"/> Town <input type="checkbox"/>                                                                                                                                    |                                                        |
| Joint Application?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If yes, list other unit(s) of government):                                                                                                                           |                                                        |
| <small>Grafton Fire Dept. currently has an agreement with the Village of Saukville for administrative oversight and Grafton Fire Dept. Chief Rice is Acting Chief in Saukville. An MOU has been signed with Cedarburg, Port Washington and Saukville.</small> |                                                        |
| Applicant - Chief Elected Official: Jim Brunnquell                                                                                                                                                                                                            | Title: President, Village of Grafton                   |
| Applicant - Municipal Administrator: Jesse Thyges                                                                                                                                                                                                             | Title: Administrator, Village of Grafton               |
| Applicant - Fire/EMS Chief: William Rice                                                                                                                                                                                                                      | Title: Grafton Fire Chief, Acting Fire Chief Saukville |
| Municipal Street Address: 1431 13th Avenue                                                                                                                                                                                                                    |                                                        |
| Municipal Mailing Address if Different than Above:                                                                                                                                                                                                            |                                                        |
| City: Grafton                                                                                                                                                                                                                                                 | Zip: 53024                                             |
| Chief Elected Official's Signature:                                                                                                                                                                                                                           | Date: 6/29/22                                          |
| Municipal Administrator's Signature:                                                                                                                                                                                                                          | Date: 6-29-22                                          |
| Fire/EMS Chief's Signature:                                                                                                                                                                                                                                   | Date: 6-29-22                                          |
| Application Contact                                                                                                                                                                                                                                           |                                                        |
| Name: Chief William Rice                                                                                                                                                                                                                                      |                                                        |
| Municipality: Village of Grafton                                                                                                                                                                                                                              |                                                        |
| City: Grafton                                                                                                                                                                                                                                                 | Zip: 53024                                             |
| Phone: ( ) 375-5314                                                                                                                                                                                                                                           | E-mail: wrice@village.grafton.wi.us                    |

## 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:** 7 min.

**Estimated Improved Average Response Time:** 6 min.

See attached.

### 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:** \$ 1,540,183

**2021 Actual Revenue:** \$ 1,578,018

**2022 Budget Expenses:** \$ 1,738,481

**2022 Budget Revenue:** \$ 1,618,305

**Current Number of FP-FTE Positions:** 3

**Call Volume – Fire:** 280      **EMS:** 1722

See attached.

## 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: \$ |

See attached for this information. Note detail to follow by May 1, 2023

## Ozaukee County EMS Grant Application

### Part 6 – 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 Jim Brunnquell, Village of Grafton President    |
| Initial: |  | Municipal Administrator Jesse Thyges, Village of Grafton Administrator |
| Initial: |  | Fire/EMS Chief William Rice, Village of Grafton Fire Chief             |

# 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 funds 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 Dzwiniel  
County Administrator  
Ozaukee County  
121 W. Main Street  
(262) 238-8202

Email: [jdzwiniel@co.ozaukee.wi.us](mailto:jdzwiniel@co.ozaukee.wi.us)

**Please Note:**

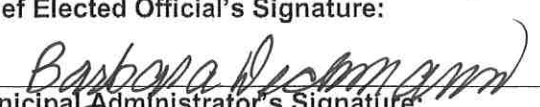
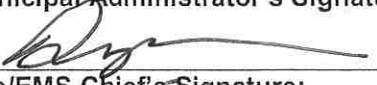
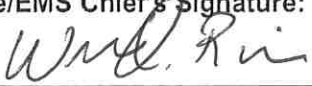
Ozaukee County EMS Grant Application materials can be downloaded from the Ozaukee County website at: [https://www.co.ozaukee.wi.us/DocumentCenter/View/16351/EMS-Grant-Application\\_FORM\\_FINAL\\_5-18-2022pdf](https://www.co.ozaukee.wi.us/DocumentCenter/View/16351/EMS-Grant-Application_FORM_FINAL_5-18-2022pdf)

**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.**

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[jwittek@co.ozaukee.wi.us](mailto:jwittek@co.ozaukee.wi.us) with any questions or clarifications.

## Ozaukee County EMS Grant Application

| Part 1 – EMS Grant Request                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                        |                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------------------------|
| Grant Request Amount:<br>\$ 1,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Matching Funding, if applicable:<br>\$ | Total Project Cost:<br>\$ 1,000,000 |
| Source of Matching Funding, if applicable (Local, other grants, etc.):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                        |                                     |
| Amount to be Funded in Year 1: \$ 400,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                        |                                     |
| Amount to be Funded in Year 2: \$ 300,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                        |                                     |
| Amount to be Funded in Year 3: \$ 300,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                        |                                     |
| Project Title: Ozaukee County EMS Staffing - Village of Saukville Fire Dept.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                        |                                     |
| Project Coverage Area (List Specific Municipalities) :<br>Village of Saukville, Town of Saukville, Village of Grafton, Town of Grafton                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                        |                                     |
| <b>Brief Project Description:</b><br>The Saukville Fire Department is applying for Ozaukee County EMS Grant funding to hire 3 full-time firefighter/paramedics to respond to the Village/Town of Saukville's growing fire and EMS service delivery challenges and to support neighboring Ozaukee County communities. The additional \$100,000 applied for in year one would fund station updates to meet living accommodations for the increase in 24 hour staffing. These grant funds are being requested with a Memorandum of Understanding with V/T Grafton, C/T Port Washington and the C/T of Cedarburg to commit to review and consideration of consolidation per the recommendation of the Wisconsin Policy Forum Study released in March 2021. |                                        |                                     |
| Number of Fire Paramedic (FTE) Positions to be Hired - Year 1: 3      Year 2: 0      Year 3: 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                        |                                     |
| If Project Receives EMS Grant Funding:<br>Project Begin Date (mm/yy): 10 / 22      Project Completion Date (mm/yy): 10 / 25                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                        |                                     |

| Part 2 – Applicant Information                                                                                                                                                                                                                              |                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <b>Applicant</b> (Lead Municipality/Grantee): Village of Saukville                                                                                                                                                                                          |                                                        |
| Municipality Type: City <input type="checkbox"/> Village <input checked="" type="checkbox"/> Town <input type="checkbox"/>                                                                                                                                  |                                                        |
| Joint Application?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If yes, list other unit(s) of government):                                                                                                                         |                                                        |
| <small>Saukville Fire Dept. currently has an agreement with the Village of Grafton for administrative oversight and Grafton Fire Dept. Chief Rice is Acting Chief in Saukville. An MOU has been signed with Cedarburg, Port Washington and Grafton.</small> |                                                        |
| Applicant - Chief Elected Official : Barb Dickmann                                                                                                                                                                                                          | Title: President, Village of Saukville                 |
| Applicant - Municipal Administrator: Dawn Wagner                                                                                                                                                                                                            | Title: Administrator, Village of Village of Saukville  |
| Applicant - Fire/EMS Chief: William Rice                                                                                                                                                                                                                    | Title: Grafton Fire Chief, Acting Fire Chief Saukville |
| Municipal Street Address:                                                                                                                                                                                                                                   |                                                        |
| Municipal Mailing Address if Different than Above: 520 W. Dekora Street                                                                                                                                                                                     |                                                        |
| City: Saukville                                                                                                                                                                                                                                             | Zip: 53080                                             |
| Chief Elected Official's Signature:<br>                                                                                                                                  | Date: 6/29/2022                                        |
| Municipal Administrator's Signature:<br>                                                                                                                                 | Date: 6/29/22                                          |
| Fire/EMS Chief's Signature:<br>                                                                                                                                          | Date: 6-29-22                                          |
| Application Contact                                                                                                                                                                                                                                         |                                                        |
| Name: Acting Fire Chief William Rice                                                                                                                                                                                                                        |                                                        |
| Municipality: Village of Saukville                                                                                                                                                                                                                          |                                                        |
| City: Saukville                                                                                                                                                                                                                                             | Zip: 53080                                             |
| Phone: ( ) 375-5314                                                                                                                                                                                                                                         | E-mail: wrice@village.grafton.wi.us                    |

### 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:** 12 min.

**Estimated Improved Average Response Time:** 8 min.

See attached.

**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:** \$ 284,296

**2021 Actual Revenue:** \$ 163,645

**2022 Budget Expenses:** \$ 551,344

**2022 Budget Revenue:** \$ 189,000

**Current Number of FP-FTE Positions:** 2

**Call Volume – Fire:** 76      **EMS:** 362

See attached.

## 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)**

|                                            |                                            |
|--------------------------------------------|--------------------------------------------|
| <b>Budget Expenses - Personnel: \$</b>     | <b>Revenue – Municipal Tax: \$</b>         |
| <b>Budget Expenses – Non-Personnel: \$</b> | <b>Revenue – Fees: \$</b>                  |
|                                            | <b>Revenue – Request for Cty Funds: \$</b> |

See attached for this information. Note detail to follow by May 1, 2023 deadline.

## Ozaukee County EMS Grant Application

### Part 6 – 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: <i>BD</i> | <b>Chief Elected Official</b> Barb Dickmann, Village of Saukville President    |
| Initial: <i>DW</i> | <b>Municipal Administrator</b> Dawn Wagner, Village of Saukville Administrator |
| Initial: <i>WR</i> | <b>Fire/EMS Chief</b> William Rice, Village of Saukville Acting Fire Chief     |

# 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 funds 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](mailto:jdzwinel@co.ozaukee.wi.us)

**Please Note:**

Ozaukee County EMS Grant Application materials can be downloaded from the Ozaukee County website at: [https://www.co.ozaukee.wi.us/DocumentCenter/View/16351/EMS-Grant-Application\\_FORM\\_FINAL\\_5-18-2022pdf](https://www.co.ozaukee.wi.us/DocumentCenter/View/16351/EMS-Grant-Application_FORM_FINAL_5-18-2022pdf)

**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](mailto:jwittek@co.ozaukee.wi.us) with any questions or clarifications.**

## Ozaukee County EMS Grant Application

### Part 1 – EMS Grant Request

|                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                     |                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|----------------------------------------|
| Grant Request Amount:<br>\$ 1,800,000.00                                                                                                                                                                                                                                                                                                                                                                                                                | Matching Funding, if applicable:<br>\$ 7,615,000.00 | Total Project Cost:<br>\$ 9,415,000.00 |
| Source of Matching Funding, if applicable (Local, other grants, etc.):<br><small>Local 5 year investment by Mequon and Thiensville to fund line level paramedic firefighters</small>                                                                                                                                                                                                                                                                    |                                                     |                                        |
| Amount to be Funded in Year 1: \$600,000                                                                                                                                                                                                                                                                                                                                                                                                                |                                                     |                                        |
| Amount to be Funded in Year 2: \$600,000                                                                                                                                                                                                                                                                                                                                                                                                                |                                                     |                                        |
| Amount to be Funded in Year 3: \$600,000                                                                                                                                                                                                                                                                                                                                                                                                                |                                                     |                                        |
| Project Title: Southern Ozaukee Fire Department Staffing Stabilization Project                                                                                                                                                                                                                                                                                                                                                                          |                                                     |                                        |
| Project Coverage Area (List Specific Municipalities) :<br>The City of Mequon, Village of Thiensville and the Town and City of Cedarburg.                                                                                                                                                                                                                                                                                                                |                                                     |                                        |
| Brief Project Description:<br>The goal of this project is to secure the funding to immediately add three full-time paramedic firefighters to the roster of the newly formed Southern Ozaukee Fire and Emergency Medical Services Department, serving the communities of Mequon, Thiensville and Cedarburg. Thereby ensuring resources availability and reducing the overall response time to all emergencies in the served and surrounding communities. |                                                     |                                        |
| Number of Fire Paramedic (FTE) Positions to be Hired - Year 1: 3      Year 2: 0      Year 3: 0                                                                                                                                                                                                                                                                                                                                                          |                                                     |                                        |
| If Project Receives EMS Grant Funding:<br>Project Begin Date (mm/yy): 07 / 2022 Project Completion Date (mm/yy): 12 / 2027                                                                                                                                                                                                                                                                                                                              |                                                     |                                        |

### Part 2 – Applicant Information

|                                                                                                                                                                      |                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| Applicant (Lead Municipality/Grantee): City of Mequon                                                                                                                |                                                 |
| Municipality Type: City <input checked="" type="checkbox"/> Village <input type="checkbox"/> Town <input type="checkbox"/>                                           |                                                 |
| Joint Application?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If yes, list other unit(s) of government):<br><b>Village of Thiensville</b> |                                                 |
| Applicant - Chief Elected Official : Andrew Nerbun                                                                                                                   | Title: Mayor                                    |
| Applicant - Municipal Administrator: Will Jones                                                                                                                      | Title: City Administrator                       |
| Applicant - Fire/EMS Chief: David Bialk                                                                                                                              | Title: Fire Chief - Mequon / Thiensville & SOFD |
| Municipal Street Address: 11300 N Buntrock Avenue Mequon, WI 53092                                                                                                   |                                                 |
| Municipal Mailing Address if Different than Above:                                                                                                                   |                                                 |
| City: Mequon                                                                                                                                                         | Zip: 53092                                      |
| Chief Elected Official's Signature:                                                                                                                                  | Date: June 30th, 2022                           |
| Municipal Administrator's Signature:                                                                                                                                 | Date: June 30th, 2022                           |
| Fire/EMS Chief's Signature:                                                                                                                                          | Date: June 30th, 2022                           |
| <b>Application Contact</b>                                                                                                                                           |                                                 |
| Name: Deputy Chief Kurt Zellmann                                                                                                                                     |                                                 |
| Municipality: Mequon                                                                                                                                                 |                                                 |
| City: Mequon                                                                                                                                                         | Zip: 53092                                      |
| Phone: (26) 242-8787                                                                                                                                                 | E-mail: kzellmann@ci.mequon.wi.us               |

## 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:** Mequon Fire 2021 YTD Average Response for EMS is 10 min 14 sec - PSAP to On Scene

**Estimated Improved Average Response Time:** Stepped reduction of 1 min per year to 2027

Budget Narrative: The total request for this combined application is \$1.8 Million dollars which will be utilized to immediately fund three full time Paramedic Firefighter positions within the SOFD. Justifying terms 1 and 2 in the authorizing resolution state the following.

Term 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".

Term 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".

The overall total grant value of \$1.8 Million dollars is arrived at by combining the total eligibility of the City of Mequon and the Village of Thiensville as described by terms 1 and 2 at \$900,000 each over three years.

The attached SOFD financial forecast illustrates the 5-year plan of the SOFD staffing plan. Three paramedic firefighter positions listed in the plan are identified as (Ozaukee County) funded. The total cost of funding the three positions in the plan comes to a rounded value of \$1.75 Million dollars. The buffer of \$50,000 will allow for potential salary adjustments, pre-employment screening cost and continued operations of the SOFD recruitment software and social media recruitment program.

The addition of the three positions will allow for the consistent staffing of two full time paramedic firefighters in the first year of the five-year SOFD plan. These two positions, one SOFD funded, and one Grant funded will ensure that 1 staffed ambulance with two providers will be available to the SOFD response area in 2023. The SOFD financial plan draws up the road map to increase full-time paramedic firefighter staffing to 6 per day by 2027 resulting in 3 staffed ambulances to serve the SOFD response area. This phased transition relies on a series of factors. The first factor is the continued paced investment in SOFD by participating communities by committing to funding the addition of 3 full-time paramedic firefighter positions going forward each year until 2027. The second factor that will be used to achieve the 5 year plan is the conversion of salary funds previously used to compensate the paid per call membership to full time salaries. The third factor in this plan to achieve the stabilized full-time staffing model is the investment in the program by the Ozaukee County EMS Grant Program.

Response Time Reduction: The plan of adding full time staff is a phased approach to ensure adequate EMS staffing around the clock 365 days per year. The addition of full-time staff is the most critical element of the plan to reduce the response time of EMS units to calls for service. By transitioning to a full-time staffing model that allows for personnel to be assigned to a station and ambulance versus the current model of non-station based paid per call members, EMS units will be able to leave the station immediately at the time of page, reducing overall response times. This as opposed to the current system where the ambulance cannot respond until the complete crew has first responded to the station. The straightforward approach of utilizing personnel based in the station will allow for a fully staffed dispatched unit to leave the station at the time of page, thereby eliminating the response time to the station of non-station based paid per call responders.

The current methodology of resource deployment has no predicable consistency because it is based on volunteer availability and a department members personal choice to respond from the station or from a location outside their assigned station. The volunteer/paid per call members are not required to spend on call time in the station because the on call pay range of \$3.00/\$7.00 per hour does not meet the minimum wage threshold that would allow the department to mandate that responders spend non call time at the station. Unfortunately, the economics presented by simply raising stand by pay to a significantly higher-level results in benefit implications. At this time, the severe qualified labor shortage prevents the hiring of enough part-time flat rate members to cover for the loss of paid per call volunteers from being economically viable solution that will achieve a reduction in response times.

An additional factor that would significantly contribute to a reduction in response times for every Ozaukee County community would be the investment in automation of the existing 911 call processing system. The provision of a county wide automated fire and EMS paging system will dispatch the closest most appropriate available unit(s) to an emergency call faster than can be done manually. Dispatchers will no longer need to put 911 callers on hold to page a responding agency or multiple agencies. By implementing already mature and available technology to the existing Computer Aided Dispatch system, call processing times, notification times and response times will be reduced. Furthermore by implementing in vehicle data terminals linked to the CAD system the work load of the dispatchers will be reduced by virtually eliminating the need for routine radio traffic between dispatchers and responding units. While EMS and Fire departments will see a reduction in call processing and paging times, this technology will also result in the 911callers receiving better service and experiencing shorter response times. Finally, with dispatch automation, a reliable data stream will be available to truly and accurately monitor nearly all aspects of fire and EMS system performance. While this application is not directly requesting funds for this dispatch project it must be delineated that there are significant time reductions that could be achieved system wide and volumes of data that could be captured and analyzed by implementing this investment in County level dispatch technology. For overall reductions in response times to be achieved, the component contributed by the dispatch and paging process to the overall time cannot be disregarded.

### 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: \$ 2,625,000**

**2021 Actual Revenue: \$ 980,027**

**2022 Budget Expenses: \$ 2,830,166**

**2022 Budget Revenue: \$ 935,689**

**Current Number of FP-FTE Positions: 3**

**Call Volume – Fire: 423      EMS: 2,120**

Background: The Ozaukee County EMS Grant program authorized via resolution 21-72 extends the opportunity to municipalities operating a fire and emergency medical services department to apply for differing levels of funding based on a series of terms as defined in resolution 21-72. This document is submitted as a joint application for the City of Mequon and the Village of Thiensville, with the City of Mequon acting as the lead fiscal agent. In recognition of the staffing difficulties and response time deficiencies presented by the historically volunteer/ paid per call operational model of fire and EMS services; the communities of Mequon and Thiensville have, for the past year worked to develop a plan to stabilize staffing and ensure the reliable provision of emergency services for both communities.

Ultimately, to achieve the goals of stabilization and response time reduction in the most efficient and economically viable way, both communities have committed to consolidate operations of their individual fire and EMS services into a new entity; the Southern Ozaukee Fire and Emergency Medical Services Department (SOFD). This new department will be brought to life by first by sharing resources and personnel during a merger implementation period, beginning July 1, 2022; and finally by combining both existing fire departments into a new independent and consolidated organization which will go into service January 1, 2023. The SOFD will serve the entirety of the communities of Mequon and Thiensville and will continue to provide Paramedic Intercepts to the Cedarburg Fire Department. The documented tangible products of these efforts and the sustainable long-term plans as of this juncture are attached to this application as supporting information. The following information is presented to provide supporting evidence and justification that the City of Mequon and the Village of Thiensville both meet and, in many cases, exceeded the justifying terms 1 and 2 in the grants authorizing resolution.

## 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)

|                                                   |                                                      |
|---------------------------------------------------|------------------------------------------------------|
| <b>Budget Expenses - Personnel: \$</b>            | <b>Revenue – Municipal Tax: \$</b> 1,690,147         |
| <b>Budget Expenses – Non-Personnel: \$</b>        | <b>Revenue – Fees: \$</b> 1,140,019                  |
| Personnel: \$2,400,307 / Non Personnel: \$429,809 | <b>Revenue – Request for Cty Funds: \$</b> 1,800,000 |

For a detailed presentation of the sustainability plan please see the following attached documents.

The Southern Ozaukee Fire And Emergency Medical Services Agreement (Pages 1-16).

\*This document is the legal foundation for the SOFD and provides authorization from both communities to form the organization. The SOFD will form as an independent municipal corporation that serves both communities. The funding formula for the SOFD is included within, as is the provision for further expansion of the organization if additional communities wish to join.

Exhibit A - Is the initial timeline for the creation and establishment of the SOFD. (Page 17).

Mequon-Thiensville Joint Fire/EMS Financial Forecast: 2022-2027 (Pages 18-19).

#### ADVANCED LIFE SUPPORT INTERCEPT AGREEMENT

\*This document codifies the relationship between the Thiensville Fire Department and the Cedarburg Fire Department for Thiensville to provide paramedic level services to Cedarburg via the tiered response "Intercept" model. This relationship has been in place for over 15 years. As of July 1, 2022, the Mequon and Thiensville Fire Departments will cooperate to continue to provide this ALS Intercept service to both the Town and City of Cedarburg. Additionally, the SOFD is planning to continue the ALS Intercept program as well. No claim to the funding provided by term 3 in resolution 21-72 is put forth in this application at this time despite the well established cooperative relationship between TFD, CFD and now MFD.

#### Mequon Fire 2021 Annual Report

\*This document contains additional detailed information regarding the operations and response time performance of the Mequon Fire Department.

#### Ozaukee County EMS Grant Program – Supplemental Narrative Document by Section

\*A copy of the verbiage contained within the narrative sections of the PDF Grant Form.

Copies of Grant Form Signature Pages - For Clarity.

## Ozaukee County EMS Grant Application

### Part 6 – 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** Mayor Andrew Nerbun

**Initial:** **Municipal Administrator** Administrator Will Jones

**Initial:** **Fire/EMS Chief** Chief David Bialk

Attachment: Mequon Thiensville EMS Grant Application (Review Municipal Applications to Ozaukee County EMS Grants Program and Approve

## Ozaukee County EMS Grant Program – Supplemental Narrative Document by Section

**Part 1: - N/A**

**Part 2: - N/A**

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

**Budget Narrative:** The total request for this combined application is \$1.8 Million dollars which will be utilized to immediately fund three full time Paramedic Firefighter positions within the SOFD. Justifying terms 1 and 2 in the authorizing resolution state the following.

Term 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”.

Term 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”.

The overall total grant value of \$1.8 Million dollars is arrived at by combining the total eligibility of the City of Mequon and the Village of Thiensville as described by terms 1 and 2 at \$900,000 each over three years.

The attached SOFD financial forecast illustrates the 5-year plan of the SOFD staffing plan. Three paramedic firefighter positions listed in the plan are identified as (Ozaukee County) funded. The total cost of funding the three positions in the plan comes to a rounded value of \$1.75 Million dollars. The buffer of \$50,000 will allow for potential salary adjustments, pre-employment screening cost and continued operations of the SOFD recruitment software and social media recruitment program.

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**Response Time Reduction:** The plan of adding full time staff is a phased approach to ensure adequate EMS staffing around the clock 365 days per year. The addition of full-time staff is the most critical element of the plan to reduce the response time of EMS units to calls for service. By transitioning to a full-time staffing model that allows for personnel to be assigned to a station and ambulance versus the current model of non-station based paid per call members, EMS units will be able to leave the station immediately at the time of page, reducing overall response times. This as opposed to the current

system where the ambulance cannot respond until the complete crew has first responded to the station. The straightforward approach of utilizing personnel based in the station will allow for a fully staffed dispatched unit to leave the station at the time of page, thereby eliminating the response time to the station of non-station based paid per call responders.

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**Part 4: - Describe the Current Situation** (Number of FP personnel, budget constraints, current fire and EMS community response statics, and call volume etc.)

**Background:** The Ozaukee County EMS Grant program authorized via resolution 21-72 extends the opportunity to municipalities operating a fire and emergency medical services department to apply for differing levels of funding based on a series of terms as defined in resolution 21-72. This document is submitted as a joint application for the City of Mequon and the Village of Thiensville, with the City of Mequon acting as the lead fiscal agent. In recognition of the staffing difficulties and response time deficiencies presented by the historically volunteer/ paid per call operational model of fire and EMS services; the communities of Mequon and Thiensville have, for the past year worked to develop a plan to stabilize staffing and ensure the reliable provision of emergency services for both communities.

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**Current Situation:** Recently, both the City of Mequon Fire Department and the Village of Thiensville Fire Department have struggled to appropriately staff EMS units to meet the demands of our communities. This mutual struggle along with additional precipitating factors led to the communities proactively searching for a solution to stabilize both emergency services agencies. As discussed above the result of this cooperation is the launch of the SOFD.

The City of Mequon recognized for the past three years that the staffing of the EMS and Fire department had become precarious at best and resultingly had worked to stabilize the situation by first hiring a four-person full time command staff to support and supplement the paid per call staff. While the addition of the command staff has had significant positive impact on the organization, it was not enough to stem the tide of losses of paid per call members in the short term. On top of significantly increasing the pay rate for paid per call members, the department began the process of hiring full-time line staff paramedic firefighters in 2022 by converting unspent paid per call wages into full-time salaries. As of July 1, 2022, MFD has a total of eight full-time employees. Six of which are working rotating 48-hour duty shifts in a manner similar to full-time emergency services departments and two chief officers who are assigned to 8-hour duty. The department currently attempts to staff seven positions per 24-hour shift. This results in one Battalion Chief on duty, two first responder vehicles with one person each and two ambulances with a crew of two each, one of which is required to be staffed at the paramedic level. This staffing level when achieved will allow the department to handle one Advanced Life Support (ALS) level call or two Basic Life Support (BLS) level calls effectively and appropriately. When staffing falls below 7 as it regularly does at this point, the department's ability to appropriately handle a single life threatening ALS level call can be compromised. Falling further below 7 on duty obviously further impacts the ability of the organization to provide an effective response force to emergencies. For clarification, the provision of an effective response force to any emergency is the most basic goal of any emergency response department no matter the discipline. By definition, to provide an effective response, force the agency has to have the ability to provide enough properly trained people and equipment to the scene of an emergency in a short enough time frame, in order to have a chance to provide a positive impact on the outcome of the emergency. Unfortunately, on numerous occasions, as an independent agency we have

struggled to provide an effective response force and the overall response time to EMS and Fire emergencies has suffered. Our neighbors in Thiensville also experienced a similar phenomenon which led to their agency following a similar path and the hiring of additional full-time staff. Both agencies realize that the addition of full-time staff is an expensive solution, but the most practical resolution to the challenges faced. The establishment of closer ties and ultimately the SOFD has resulted in the development of a cooperative approach to adding needed full-time staff. Both communities would struggle on their own to work within accepted budgets and State imposed revenue limits to add enough full-time staff individually to solve the low staffing problems. The most logical and economically sustainable path forward for both communities is cooperation.

**Response Statistics:** As outlined in the 2021 City of Mequon Fire Department annual report, the agency responded to a total of 2,543 EMS and Fire emergencies. 2,120 of which were EMS incidents and 423 of which were Fire related. The call percentage breakdown calculates to 83.4% EMS and 16.4% Fire related. Overall, this run volume results in an average of 7 responses per 24 hours every day of the year. While this may seem manageable, a deeper dive into the response data reveals that the department experiences overlapping calls 28% of the time meaning that there is more than one emergency call happening at the same time. Additionally, in 2021, 15% of the time there are 3 emergency calls occurring at the same time. Why this is a critical statistic to consider is that there is no predicting which of the emergency calls is more serious in an overlapping call situation. If the first call is a BLS low acuity call and the second call is a higher acuity ALS level call, the department as currently staffed struggles to provide an effective response force to the second ALS level call and likely would not be able to staff a 3rd request for service be it ALS or BLS. With the run volume of the new SOFD reasonably predicted to be 3,500 emergencies in 2023 that increases the average 24 hour run volume to 9.6 responses per 24 hours and an analysis of existing 2021 run time data revealed that the overlapping run percentages will jump to 32% for 2 runs occurring at the same time and 28% of the time for 3 runs occurring at the same time. While this merger will result in economic efficiencies it will also place a significant additional burden on the new agency that will be operating with less available scheduled positions than both agencies had previously. Because of this additional run volume, a reliable base of full-time employees must be installed as soon as economically possible. Again, the Ozaukee County EMS Grant funds are the key to being able to add to the full-time staff as soon as possible. Consider if this increase in run volume trend continues, by 2027 the SOFD run volume could very reasonably reach 5,500 runs per year which would result in an increase to an average of 15 runs per 24 hours every day of the year.

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

For a detailed presentation of the sustainability plan please see the following attached documents.

**The Southern Ozaukee Fire And Emergency Medical Services Agreement** (Pages 1-16).

\*This document is the legal foundation for the SOFD and provides authorization from both communities to form the organization. The SOFD will form as an independent municipal corporation that serves both communities. The funding formula for the SOFD is included within, as is the provision for further expansion of the organization if additional communities wish to join.

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Mequon-Thiensville Joint Fire/EMS Financial Forecast: 2022-2027 (Pages 18-19).

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\*This document codifies the relationship between the Thiensville Fire Department and the Cedarburg Fire Department for Thiensville to provide paramedic level services to Cedarburg via the tiered response "Intercept" model. This relationship has been in place for over 15 years. As of July 1, 2022, the Mequon and Thiensville Fire Departments will cooperate to continue to provide this ALS Intercept service to both the Town and City of Cedarburg. Additionally, the SOFD is planning to continue the ALS Intercept program as well. No claim to the funding provided by term 3 in resolution 21-72 is put forth in this application at this time despite the well-established cooperative relationship between TFD, CFD and now MFD.

#### **Mequon Fire 2021 Annual Report**

\*This document contains additional detailed information regarding the operations and response time performance of the Mequon Fire Department.

\*END

SOUTHERN OZAUKEE  
FIRE AND EMERGENCY MEDICAL SERVICES  
AGREEMENT

THIS SOUTHERN OZAUKEE FIRE AND EMERGENCY MEDICAL SERVICES AGREEMENT ("Agreement") is made by the Village of Thiensville ("Thiensville") and the City of Mequon ("Mequon") pursuant to the provisions of Wisconsin Statutes Sections 61.65 and 66.0301. As used in this Agreement, Thiensville and Mequon are referred to individually as a "municipality" and collectively as the "municipalities." This Agreement is dated as of and shall bind the municipalities upon execution after adoption by the governing body of each municipality of a resolution approving this Agreement and authorizing its execution (the "Effective Date").

RECITALS

A. The municipalities have determined that their communities will benefit from unified, integrated fire and emergency medical services.

B. The municipalities intend by this Agreement to establish a jointly operating fire and emergency services department (the "Department") upon the terms set forth below.

C. The Department shall provide the following services for the municipalities, all as determined by the Board pursuant to this Agreement: firefighting, review of commercial plans for fire protection and suppression, fire inspections, fire safety education and paramedic, first responder, medical transport and other emergency medical services.

AGREEMENTS

NOW THEREFORE, in consideration of the following mutual covenants and conditions, the municipalities agree:

1. Definitions. As used in this Agreement, the following terms and phrases have the following meanings:

- (a) "Board" has the meaning given to it in Section 4.
- (b) "Capital Improvement Budget" means a single or multi-year budget for Capital Improvement Expenses in addition to those set forth in the Operating Budget.
- (c) "Capital Improvement Expenses" means expenditures for the construction or reconstruction of building improvements, the replacement or addition of major building systems (e.g., heating air conditioning, electric and plumbing systems), replacement of parking lots and purchases of any equipment that has a life of at least five years and a purchase price of at least \$100,000.
- (d) "Commission" has the meaning given to it in Section 5.

(e) “Initial Plan” has the meaning given to it in Section 3.

(f) “Joint Services Date” means July 1, 2022.

(g) “Merger Date” means January 1, 2023.

(h) “Net Operating Expenses” means the Operating Expenses for a year, net of Service Fees collected and any revenue received from sources other than the municipalities (including, for example, fire insurance dues), but excluding the municipalities’ contributions.

(i) “Operating Budget” means a calendar year budget substantially in the form prescribed by Wisconsin Statutes Section 65.90 for the Department, including income, Operating Expenses and routine annual capital expenditures.

(j) “Operating Expenses” means the usual and ordinary costs of operating the Department on an annual basis, including without limitation personnel costs, insurance, the costs of operating, repair and routine maintenance of buildings used by the Department and the costs of operating, repair, maintenance and routine replacement of the Department’s physical assets. Operating Expenses does not include Capital Improvement Expenses.

(k) “Service Fees” include ambulance and paramedic revenue; burn permits (if allowed by a municipality); fire assistance fees; accident fees; plan review, fire inspection, sprinkler inspection and similar fees; false alarm fees; and any fees adopted by the Board after the Joint Services Date.

2. Name. The Department shall be known as the Southern Ozaukee Fire and Emergency Medical Services Department.

3. Implementation.

(a) Commencing as of the Joint Services Date, the Mequon Fire Chief shall also serve as the Thiensville Fire Chief.

(b) From and including the Joint Services Date through and including December 31, 2022, the Mequon Fire Department and the Thiensville Fire Department shall operate under joint command. During such period, employees and equipment of each department may be deployed to either municipality; however, employees shall remain employed by the municipalities by which they are currently employed, and each department shall continue its current billing and other functions, maintain inventories of parts and supplies consistent with past practices and maintain its apparatus and vehicles consistent with past practice.

(c) As of the Merger Date, the Thiensville Fire Department and the Mequon Fire Department shall cease to exist independently and shall be merged into the Department as one unified, integrated fire and emergency medical services department.

(d) Exhibit A sets forth a plan for implementation and initial operation of the Department (the “Initial Plan”) subject to the terms of this Agreement. During calendar year 2022, the aggregate cost of the services described above shall equal the combined budgets of the municipalities for such services.

(e) Exhibit B sets forth a model for future years. Unless otherwise determined by the Board or agreed by both municipalities, the Department shall hire the employees specified on Exhibit B. In all other respects, the model set forth on Exhibit B simply expresses a concept that the Board may adjust in the future.

4. Board of Directors. Pursuant to Wisconsin Statutes Section 66.0301, the Department shall have a board of directors (the “Board”) that shall oversee operations pursuant to this Agreement.

(a) Board Members.

(i) The Board shall have five members. The members shall be the Thiensville Village President, a Thiensville Trustee nominated by the Thiensville Village President and confirmed by the Thiensville Village Board, the Mequon Mayor, the President of the Mequon Common Council and one other Mequon resident nominated by the Mequon Mayor and confirmed by the Mequon Common Council. The administrators of Mequon and Thiensville shall be *ex officio*, non-voting members of the Board.

(ii) Each municipality may designate an alternate member from that community to serve in place of an absent member. The governing body of each municipality shall determine how it appoints its alternate.

(iii) Members of the Board shall be appointed on or before June 30, 2022.

(iv) No regular or paid-on-call employee of the Department may be a member of the Board. If an elected official is an employee of the Department, he or she shall either resign from the Department or the municipality’s governing body shall designate a replacement member of the Board.

(b) Terms of Office. The term of the Thiensville Village President and the Mequon Mayor on the Board shall be coterminous with their respective elected terms of office. The term of the President of the Mequon Common Council shall be coterminous with his or her term of office as President. The governing body of each municipality shall determine, for the members from its community, the terms of office, the methods for removing its other member or members and its alternate member and the method for filling vacancies.

(c) Officers.

(i) The Board shall have three officers: a President, a Vice President and a Secretary.

(ii) The office of President shall alternate between the Mequon Mayor and the Thiensville Village President. Whichever municipality's chief executive officer is not the President shall be the Vice President. Prior to May 1, 2023, the President shall be the Thiensville Village President and the Vice President shall be the Mequon Mayor. As of May 1 of each year thereafter, the roles shall reverse.

(iii) The President shall chair meetings of the Board. In the absence or upon recusal of the President, or until a vacancy in the President is filled and qualified, the Vice President shall serve as acting chair. If both the President and the Vice President are not present or participating, then the Board shall choose the acting chair.

(iv) The chair shall preserve order and decorum, decide all questions of order and conduct the proceedings of the meeting in accordance with the parliamentary rules contained in Robert's Rules of Order Revised, unless otherwise provided by state law. Any member shall have the right to appeal a decision of the chair. The appeal may be sustained by a majority of the members present, exclusive of the chair.

(v) The Secretary shall be the Thiensville administrator. Such administrator may designate another staff person to prepare agendas and minutes.

(d) Quorum. A quorum shall consist of three voting members of the Board, including any alternates serving in the stead of other members; however, at least one voting member from each municipality must be present to constitute a quorum. A quorum shall be required to conduct a meeting, to transact business and to take any action on any agenda item.

(e) Meetings.

(i) Meetings of the Board shall be held not less frequently than once in each calendar quarter and otherwise at the call of the President or upon the written request of at least two members of the Board. Meetings shall occur, as designated by the President, at the Mequon City Hall, the Thiensville Village Hall or one of the fire stations; however, in the absence of any specific designation, meetings shall be held at the Mequon City Hall if the President of the Board is the Mequon Mayor or at the Thiensville Village Hall if the President of the Board is the Thiensville Board President.

(ii) The chair shall establish the agendas for all such meetings after consultation with the Department's command staff.

(iii) Any member may request in writing, at least five business days prior to a meeting, that an item germane to the Department's or the Board's purpose, duties or powers be placed on an agenda. If the chair fails to place such item on the agenda for a meeting, the

proposing member may, at any meeting, move the Board to have the item placed on the next agenda.

(iv) Written notice of a meeting and the agenda for such meeting comply with Wisconsin Statutes Section 19.84 and shall be delivered in any manner allowed by law to each member at least 48 hours in advance of the meeting (or such lesser time as allowed by law in the event of an emergency as determined by the President), in such form as will reasonably apprise the members, the public and the press of the date, time and subject matter that is intended for consideration and action at the meeting.

(v) Minutes of the meetings and actions of the Board shall be submitted to the governing body of each municipality. The minutes shall show the vote of each member upon each question. The minutes shall also show if a member is absent or fails to vote on any question.

(vi) Members shall attend meetings in person. No member may appear at any meeting by telephonic or other electronic means. This rule may be waived in its entirety by the Board or the President in the event of any public health emergency or, provided a quorum is present in person, for an individual member or members.

(vii) Meetings shall comply with the requirements of Subchapter V of Chapter 19 of the Wisconsin Statutes.

(f) Voting Requirements. Except as otherwise specifically set forth in this Agreement, the affirmative vote of a majority of the voting members of the Board (including any alternates serving in the stead of other members) at which a quorum is present shall constitute the action of the Board.

(g) Compensation. No compensation shall be paid to members of the Board; however, members may be reimbursed for actual and necessary expenses incurred if so authorized by the Board.

(h) Powers. Prior to the Merger Date, the Board shall be responsible for overseeing the implementation of the Initial Plan and ensuring that the merger occurs on the Merger Date. Except as limited by this Agreement, the Board shall, after the Merger Date, have all the powers and duties authorized under the Wisconsin Statutes relating to the Department's operations. Such powers shall include without limitation the following:

(i) To authorize repair, maintenance and renewal of the physical assets which are owned by the Department.

(ii) To modify the Initial Plan as necessary, provided that no such modification shall increase the total costs for fiscal year 2022 to the municipalities.

(iii) To modify line items in any approved Operating Budget provided that no such modification shall increase from the approved Operating Budget the total Net Operating Costs payable by the municipalities.

(iv) To authorize and contract to make all expenditures necessary for the operation of the Department provided that no such expenditures or contracts shall increase from the approved Operating Budget the total Net Operating Costs payable by the municipalities.

(v) To authorize and contract to make all expenditures necessary for the implementation of approved Capital Improvement Expenses in any approved Capital Improvement Budget.

(vi) To negotiate, set and/or approve wages, salaries and benefits of the Department's employees and to enter into contracts for the foregoing.

(vii) To sell, exchange, convey or transfer assets of the Department for fair and equitable consideration, as determined to be necessary from time to time, having a fair market value not in excess of \$100,000 in any one calendar year.

(viii) To sell, exchange, convey or transfer assets of the Department (other than real property) for fair and equitable consideration, as determined to be necessary from time to time, having a fair market value in excess of \$100,000 in any one calendar year; however, any such transaction shall require the approval of a majority of the Board and at least one representative from each municipality.

(ix) To enter into and implement mutual aid agreements with other municipalities.

(x) To adopt Services Fees and to charge and collect such fees.

(xi) To monitor the condition of the capital assets owned and controlled by the Department, and to furnish annually estimated dates and costs of replacement or reconstruction for each item over a 10-year period to the member governing bodies for approval.

(xii) To recommend the following to the municipalities:

[1] Amendments to this Agreement.

[2] Approval of Operating Budgets as described in this Agreement.

[3] Approval of Capital Improvement Budgets as described in this Agreement.

[4] Amendments to any approved Operating Budget or approved Capital Improvement Budget if and to the extent the power to make such amendments is not granted above to the Board.

- [5] The addition of other municipalities to this Agreement and the Department and appropriate amendments to this Agreement related to any such addition.

5. Joint Fire Commission. On and after the Merger Date, the Department shall have a Joint Fire Commission (the "Commission") as provided by Wisconsin Statutes Sections 61.65 and 62.13(2)(b).

(a) Commission Members and Terms of Office. The five members of the Board shall serve as the members of the Commission. Vacancies on the Commission shall be filled by appointment for any unexpired term by the appointing authority in the same manner as original appointments are made. The administrators of Mequon and Thiensville shall be *ex officio*, non-voting members of the Commission.

(b) Officers.

(i) The Commission shall have three officers: a President, a Vice President and a Secretary. The person holding each of such offices on the Board shall hold the same office as a member of the Commission.

(ii) The President shall chair meetings of the Commission. In the absence or upon recusal of the President, or until a vacancy in the President is filled and qualified, the Vice President shall serve as acting chair. If both the President and the Vice President are not present or participating, then the Commission shall choose the acting chair.

(iii) The chair shall preserve order and decorum, decide all questions of order and conduct the proceedings of the meeting in accordance with the parliamentary rules contained in Robert's Rules of Order Revised, unless otherwise provided by state law. Any member shall have the right to appeal a decision of the chair. The appeal may be sustained by a majority of the members present, exclusive of the chair.

(c) Quorum. A quorum shall consist of three voting members of the Commission, including any alternates serving in the stead of other members; however, at least one voting member from each municipality must be present to constitute a quorum. A quorum shall be required to conduct a meeting, to transact business and to take any action on any agenda item.

(d) Meetings.

(i) Meetings of the Commission shall be held not less frequently than once in each calendar quarter and otherwise at the call of the President or upon the written request of at least two members of the Commission, as designated by the President, at the Mequon City Hall, the Thiensville Village Hall or one of the fire stations; however, in the absence of any specific designation, meetings shall be held at the Mequon City Hall if the President of the Commission is a Mequon appointee or at the Thiensville Village Hall if the President of the Commission is a Thiensville appointee.

(ii) The chair shall establish the agendas for all such meetings after consultation with the Department's command staff or, if the command staff is the subject of the Commission's meeting, the attorney and personnel advisor for the municipality for which the President serves as chief elected official.

(iii) Any member may request in writing, at least five business days prior to a meeting, that an item germane to the Department's or the Commission's purpose, duties or powers be placed on an agenda. If the chair fails to place such item on the agenda for a meeting, the proposing member may, at any meeting, move the Commission to have the item placed on the next agenda.

(iv) Written notice of a meeting and the agenda for such meeting shall comply with Wisconsin Statutes Section 19.84 and shall be delivered in any manner allowed by law to each member at least 48 hours in advance of the meeting (or such lesser time as allowed by law in the event of an emergency as determined by the President), in such form as will reasonably apprise the members, the public and the press of the date, time and subject matter that is intended for consideration and action at the meeting.

(v) Minutes of the meetings and actions of the Commission shall be submitted to the governing body of each municipality. The minutes shall show the vote of each member upon each question. The minutes shall also show if a member is absent or fails to vote on any question.

(vi) Members shall attend meetings in person. No member may appear at any meeting by telephonic or other electronic means. This rule may be waived in its entirety by the Board or the President in the event of any public health emergency or, provided a quorum is present in person, for an individual member or members.

(vii) Meetings shall comply with the requirements of Subchapter V of Chapter 19 of the Wisconsin Statutes.

(e) Voting Requirements. The affirmative vote of a majority of the members of the Commission at which a quorum is present shall constitute the action of the Commission.

(f) Compensation. No compensation shall be paid to members of the Commission; however, members may be reimbursed for actual and necessary expenses incurred if so authorized by the Board.

(g) Powers. The Commission shall have all powers set forth in the Wisconsin Statutes for joint fire commissions that apply to villages and fourth-class cities except the municipalities specifically do not adopt, and the Commission shall not have, the optional powers set forth in Wisconsin Statutes Section 62.13(6).

6. Fiscal Responsibilities. The Department shall, subject to policies adopted by the Board, have one or more employees who perform the following fiscal and administrative duties:

(a) Maintaining financial records. The Department shall keep complete and accurate records of all receipts and disbursements of the Department, which shall be available for public inspection, and shall furnish the municipalities with annual audit reports.

(b) Receiving all service revenues and any other revenues of the Department.

(c) Paying all amounts authorized by the Board which are in accordance with the Operating Budget and any Capital Improvement Budget, each as approved by the governing bodies of the municipalities.

(d) Providing payroll administration.

(e) Administering insurance programs.

(f) Providing such other services described in this Agreement.

7. Employees. Commencing as of the Merger Date, all employees of the Department shall be employees of the Department for all purposes, and in no event shall any such employees be or be deemed or construed to be an employee of any of the municipalities.

8. Personal Property and Contributions to the Department.

(a) From the Merger Date through December 31, 2023, each municipality shall allow the Department to use the fire and emergency medical service apparatus and vehicles currently owned by it and shall provide the labor (but not parts) for the maintenance of such apparatus and vehicles. On or before December 31, 2023, the Board in consultation with the Department's command staff shall determine which pieces of such apparatus and vehicles are necessary for the ongoing operations of the Department and shall purchase those pieces from the municipalities. Each municipality shall deliver a Bill of Sale to the Department for the apparatus and vehicles purchased from it. The purchase price for such items shall be their appraised values as determined by an appraiser engaged by the Board. Each municipality shall be paid for apparatus and vehicles purchased by the Department, over a 10-year term commencing as of January 1, 2024, with interest at the rate of 3% per annum. As of the Merger Date, each municipality shall contribute to the Department, at no charge, all records, parts and supplies in use by its fire department. Apparatus and vehicles not purchased by January 1, 2024, remain the property of the municipality for disposal as it may choose.

(b) The Department shall be the legal owner of assets contributed to or acquired by the Department, and where applicable such assets shall be titled in the name of the Department. The Department shall not be the owner of real estate, buildings and fixtures used by it unless any of such property is conveyed to and titled in the name of the Department. All assets contributed to or acquired by the Department shall be owned and held by the Department subject to the provisions of this Agreement for division of assets on termination of this Agreement.

(c) The Department shall pay for the repair, maintenance and replacement of apparatus and vehicles owned by the Department.

9. Real Property.

(a) As of the Joint Services Date, the municipalities shall transfer to the Department custody, use and control, but not ownership, of the buildings or portions of buildings to be used by the Department. The Department shall pay for all insurance related to the space occupied by the Department.

(b) The municipal owner of a building shall bear the costs of (i) maintaining, repairing and replacing structural components, roofing, major systems, fixtures and paved areas of its building and the property on which it is located; (ii) routine maintenance; (iii) exterior maintenance, including without limitation landscaping and snow and ice removal; (iv) basic janitorial services (but the Department shall keep its space neat and orderly); and (v) dumpsters for waste removal.

(c) The Board shall endeavor to develop a facilities plan by December 31, 2024, and shall thereafter implement the facilities plan pursuant to the timeline in such plan. The Board shall approve any additional real property to be used by the Department. If and to the extent any of the municipalities construct new buildings or obtain additional buildings to be used by the Department, or if additional municipalities are made parties to this Agreement, the Department shall pay rent for the municipalities' real property used by the Department so that the costs of maintaining the real property are proportionately borne by the municipalities. The Board shall determine an equitable rental amount to be paid by the Department as part of the Department's Operating Budget. If the Department acquires and develops real property, it shall do so as pursuant to the Capital Improvement Budget provisions of this Agreement.

10. Operating Budgets.

(a) The Board shall, by majority recommendation, submit a proposed Operating Budget to the governing bodies of the municipalities not later than October 1 of each year commencing October 1, 2022. The proposed Operating Budget shall contain an explanation of the Board's reasons for recommending the Operating Budget. Action by each municipality in connection with approval of an Operating Budget shall be completed by November 15 of each year. No expenditures shall be made or contracted for by the Board or any employee with respect to any budget item not contained in the prior year's Operating Budget until the governing bodies of the municipalities approve the proposed Operating Budget.

(b) In the event an Operating Budget is not approved by the municipalities as set forth above, the Net Operating Expenses on a monthly basis shall not exceed the Net Operating Expenses for the prior calendar year, plus any cost increases resulting from contractual obligations incurred in prior years, until agreement is reached by the municipalities.

11. Capital Improvement Budgets. The Board may recommend a proposed Capital Improvement Budget to the governing bodies of the municipalities at any time. The Board may only recommend a Capital Improvement Budget with the approval of at least four members of the Board. The proposed Capital Improvement Budget shall contain an explanation of the Board's reasons for recommending the Capital Improvement Budget. No expenditures shall be made or contracted for by the Board or any employee with respect to any Capital Improvement Expenditure in the proposed Capital Improvement Budget until approved by the governing bodies of the municipalities. After such approval, the Board is authorized to enter into contracts and make expenditures deemed necessary by the Board for the Capital Improvement Expenses described in the Capital Improvement Budget as and when determined by the Board (unless otherwise specified in the approval of the governing bodies of the municipalities) and in amounts not in excess of the approved Capital Improvement Budget.

12. Payment of Expenses. The municipalities shall bear and pay the net operating expenses and capital expenditures of the Department as established according to the following procedures and proportions.

(a) Mequon shall bear 84.43% and Thiensville shall bear 15.57% of the Department's Net Operating Expenses and Capital Improvement Expenses. Either municipality may request that the percentages be renegotiated as of or after December 31, 2027, and every five years thereafter. Renegotiated percentages shall take into account disproportionate changes from the date of this Agreement through the date of renegotiation, and subsequently between dates of renegotiation, in each municipality's usage (number of service calls per year), population and equalized value of improvements, with the heaviest weight applied to usage and with an expectation that renegotiated percentages shall at a minimum ensure that each municipality maintains its then current contribution.

(b) If any other municipalities are added to this Agreement, these percentages shall be replaced by a formula dividing the total contributions among the municipalities in proportion to each municipality's usage (number of service calls per year), population and equalized value of improvements. The percentages of each of such three elements for the formula shall be negotiated as an amendment to this Agreement; however, the municipalities anticipate that 40% shall be attributed to usage and 30% shall be attributed each to population and equalized value of improvements.

(c) The Department shall submit to each municipality a statement requiring payment of that municipality's share of the budgeted Net Operating Expenses, as described below, for the year. Such amount shall be paid to the Department in equal quarterly payments. The notice shall be given not later than 15 days following approval of the Operating Budget by the municipalities. Each municipality shall pay one-quarter of its share of the annual net Operating Expenses on or before January 1, April 1, July 1 and October 1. The Department shall provide to each municipality a quarterly statement at least 15 days prior to each due date.

(d) In the case of Capital Improvement Expenditures from an approved Capital Improvement Budget, the Department shall provide a statement to each municipality setting forth the required payment(s) of that municipality's share of the Capital Improvement Budget with due

dates of those payments. Due dates of payments shall not be less than 30 days from the date of the statement.

(e) On January 1 and July 1 of each year, the Department shall compute the amount of revenue received by the Department from Service Fees during the preceding six-month period and shall credit the amount of such revenues against the amounts due from the municipalities in accordance with the ratio of expense sharing in effect for such preceding six-month period.

(f) For purposes of Sections 12(d) and 12(e), the amounts payable shall be based on actual expenses and revenues, if known, and if based on estimates, shall be subject to reconciliation when actual expenses and revenue are known.

(g) If any municipality fails to pay in full any payment to be made by it as provided by this Agreement on the due date, such defaulting municipality shall be indebted to the Department (or, if such amount is advanced by the other municipality, to the other municipality) for the payment due, plus interest at the prevailing rate available on a public purpose loan from the Wisconsin State Trust Fund loan program for a loan with a term of over 5 years and up to 10 years. Interest shall accrue until the obligation is paid. At the discretion of the Board, the Board may take legal action to enforce payment by the defaulting municipality. The costs, including reasonable attorneys' fees, of such action shall be paid by the defaulting municipality and shall be included in any judgment. Any recovery shall be paid to reimburse any other municipality to the extent it paid any part of such defaulted payment, plus interest, and the balance of such payments, plus interest, shall be made to the Department, which interest shall be credited against payments to be made by the municipality or municipalities that were not in default.

(h) Notwithstanding the provisions of this Agreement regarding withdrawal or termination, each municipality shall be liable for its share of a Capital Improvement Budget upon final approval of such Capital Improvement Budget.

(i) To the extent any organization or one or more residents of a municipality donates money to the Department, such donation shall be credited against such municipality's Operating Budget obligations if the donor specifies that it shall be so credited.

(j) Any donation to the Department of land, a vehicle, apparatus or other property shall require the approval of the Board prior to acceptance by the Department. If such a donation is from an organization or one or more residents of a municipality, and the donor specifies that the donation shall be credited to the municipality, such donation shall be credited against such municipality's obligations to the Department as follows: (i) if the item donated was scheduled to be purchased pursuant to the Operating Budget, the fair market value of the donation, as reasonably determined by the Board, shall be credited against the municipality's Operating Budget obligations; or (ii) otherwise, the municipality shall receive a credit of 1/10th of the fair market value of the item, as reasonably determined by the Board, for each of the 10 years following the donation.

13. Term of Agreement. This Agreement shall take effect upon execution after adoption by the governing body of each municipality of a resolution approving this Agreement and authorizing its execution. This Agreement shall remain in effect in perpetuity subject to the following:

(a) Unless agreed by both municipalities, the municipalities shall participate in this Agreement through December 31, 2027.

(b) After the expiration of the initial five-year period, a municipality wishing to withdraw from this Agreement may do so on at least two years written notice addressed to the clerk of the other municipality, provided however, that no such notice be given until expiration of the initial five-year period set forth above.

14. Termination and Distribution of Assets.

(a) This Agreement may be terminated at any time by the written consent of all municipalities or upon the permitted withdrawal of all but one municipality, provided that this Agreement and the Commission and the Board shall continue to exist for the purpose of disposing of all claims, distribution of assets and all other functions necessary to terminate the affairs of the Department.

(b) Upon termination or withdrawal, the municipalities shall be entitled to a distribution of assets as set forth below:

(i) A share of all equipment and apparatus of the Department shall be distributed to the withdrawing or terminating municipality in the proportion set forth in (ii) below, adjusted for additional capital expenditures for equipment and for depreciation.

(ii) All money and funds (including cash on hand and money due but uncollected) of the Department shall be distributed to the withdrawing or terminating municipality in the proportion of the previous year's cost allocation formula percentage of the withdrawing municipality or terminating municipalities, providing the distribution may be deferred by the Board in whole or in part for up to one year as a reserve to meet liabilities known and unknown.

(iii) All control of the buildings owned by the withdrawing or terminating municipality shall be returned to that municipality.

(iv) The distribution of assets provided in (i) shall be in kind, but only to the extent that assets are identifiable as contributed by the municipality withdrawing. To the extent that such identification is not possible, then the payment shall be made in cash or in the form of other assets acceptable to the withdrawing municipality, in an amount equal to the proportionate share of book value of such property, net of depreciation. With respect to real estate, buildings and fixtures titled in the name of the Department, the withdrawing or terminating municipality shall be entitled to a cash payment in the amount of the proportionate share of the book value of such property, net of depreciation, equal to the municipality's proportionate share of contributions allocated to such property. The withdrawing or terminating municipality shall have no right to

require a partition of any such real estate. In the event of a cash payment, such payment may be made in equal annual installments, bearing interest at the rate specified in Section 12(g), over a period of not more than four years with respect to equipment and apparatus and not more than 10 years with respect to real estate, buildings or fixtures, and such payment shall be reduced by the proportionate amount, net of depreciation, of any capital expenditures financed by the Department with respect to any buildings owned by such municipality.

(f) Participation. Additional municipalities may be permitted to become parties to this Agreement, but only upon (a) approval of the governing bodies of the municipalities which have maintained in a current status their financial obligations under this Agreement, and (b) upon such terms and conditions as the governing bodies adopt.

(g) Amendments. Amendments to this Agreement may be proposed by any member of the Board. The amendment shall be submitted to the Board at least 30 days prior to the meeting of the Board at which such amendment is to be considered. The approval of at least four members of the Board shall be required to recommend any amendment to the governing body of the municipalities. The agreement of the governing bodies of the municipalities shall be required to approve any amendments to this Agreement, except that the Initial Plan may be amended by the Board as provided in this Agreement.

(h) Hold Harmless. Any uninsured liability, cost or damages for personal injury, property damage or any other loss of whatever nature incurred by the Department or any municipality by reason of its participation as a member of the Department and specifically by reason of the services provided by the Department shall be the liability of the Department, subject to the contributions of the municipalities described below. Any such uninsured liability, cost or damage shall be paid proportionately by each of the municipalities in accordance with the formula established in Section 12(a), notwithstanding the political jurisdiction in which such injury, loss or damage occurs, through contributions by such municipalities to the operating budget, or if such operating budget is insufficient, through additional contributions to the Department made proportionately by each municipality in accordance with the formula established in Section 12(a).

(i) Mutual-Aid Response and Intercept Agreements. The mutual-aid response agreements between the municipalities are terminated. The mutual-aid response and intercept agreements between or among the municipalities and others shall be terminated by the earliest dates provided in those agreements. The Board may replace such agreements.

(j) Fire Hydrants and Water Usage. Charges to a municipality from its water utility which relate to the repair, maintenance and replacement of fire hydrants and other system components and for water shall be the responsibility of the respective municipality.

(k) Insurance.

(a) The Board shall, on behalf of the Department, procure and maintain during the term of this Agreement sufficient insurance to cover all aspects of its operations, including without limitation public liability, workers compensation, unemployment insurance, insurance for fire and other perils related to the buildings occupied by the Department and other insurance

obligations. Proof of insurance on leased structures not owned but occupied by the Department shall be furnished to the owners of the structures annually.

(b) Public liability, workers compensation, unemployment insurance and other insurance obligations arising from incidents which occurred prior to the Merger Date shall remain the separate responsibility of each party, subject to the apportionment or proration with authority in accordance with applicable law.

(l) General Provisions.

(a) Entire Agreement. This Agreement contains the municipalities' entire understanding with respect to the matters contemplated by this Agreement and supersedes any prior understandings or agreements among them with respect to the Department.

(b) Counterparts. This Agreement may be executed in several counterparts and each executed counterpart shall be considered as an original of this Agreement.

(c) Captions. The captions to the provisions of this Agreement are merely labels to assist in the locating and reading of this Agreement and shall be ignored in construing this Agreement.

(d) Disputes. In the event of any litigation or arbitration proceedings involving this Agreement, the "Prevailing Party," as defined below, shall be awarded from the court or the arbitrator its or their reasonable attorneys' fees incurred in connection with such proceedings. The "Prevailing Party" shall be, as determined by the court or the arbitrator, the party or parties whose position is found to be most correct.

(e) Severability. To the extent that all or any part of any provision of this Agreement is, or shall become, unenforceable, the provision or part of a provision shall be severed from this Agreement, and this Agreement shall be interpreted as if the severed provision or part of a provision did not exist. At any time such a provision is discovered or is deemed to have been severed from this Agreement, the municipalities shall execute any amendment to this Agreement necessary to clarify that the provision has been severed from this Agreement.

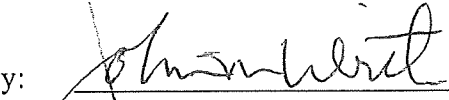
(f) Interpretation. Regardless of who prepared the original draft of this Agreement, each municipality has had significant input into its terms and content and, accordingly, no presumption shall be made against the drafter. Words of the masculine, feminine or neuter gender shall mean and include the other genders.

(g) Electronic Signatures. This Agreement may be signed electronically, and manual or electronic signatures may be transmitted by facsimile or email. All such signatures shall be enforceable as original signatures.

[SIGNATURES ON FOLLOWING PAGE]

[Signature Page]

CITY OF MEQUON

By:   
John M. Wirth  
Mayor

Date signed:

VILLAGE OF THIENSVILLE

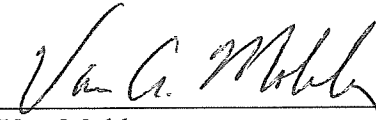
By:   
Van Mobley  
President

Exhibit A – Initial Plan  
Exhibit B – Model

Exhibit A  
Initial Plan

| Action Step/Milestone                                             | Anticipated Completion |
|-------------------------------------------------------------------|------------------------|
| <b>2022</b>                                                       |                        |
| Four (4) New Firefighter/Paramedics Commence Employment           | April 18, 2022         |
| Approval/Execution of Intergovernmental Agreement                 | May 2022               |
| Fire & EMS Board & Commission Appointments Completed              | June 2022              |
| Mequon Ordinance Amendments Adopted                               | June 2022              |
| Staffing, Command & Operations Service-Sharing Effective          | July 1, 2022           |
| Application for Ozaukee County ARPA Funding Filed                 | July 1, 2022           |
| First Southern Ozaukee Fire & EMS Board Meeting                   | July 15, 2022          |
| Fiscal Year 2023 Budget Planning Commences                        | July 15, 2022          |
| Ambulance Billing Under One Vendor                                | August 1, 2022         |
| Finalize Independent Agency Status - WRS                          | August 15, 2022        |
| Secure Independent Health/Dental/Life/Disability Insurance        | August 15, 2022        |
| Secure G/L, Workers' Compensation, Other Risk Insurance           | August 15, 2022        |
| New Mutual Aid Box Alarm System Agreements Approved               | September 1, 2022      |
| Fiscal Year 2023 Budget Approved by Board                         | September 15, 2022     |
| Fiscal Year 2023 Budget Adopted by City & Village                 | November 14, 2022      |
| Affirm/Finalize Paramedic Intercept Agreement w/ Cedarburg        | December 1, 2022       |
| Vehicle/Apparatus Matters Finalized (Insurance, Title, Lettering) | December 1, 2022       |
| <b>2023</b>                                                       |                        |
| Southern Ozaukee Fire & EMS 2023 Budget Effective                 | January 1, 2023        |
| 9-1-1 Dispatch Plan for Combined Fire/EMS Calls Implemented       | January 1, 2023        |
| Three (3) New Firefighter Paramedics Hired                        | April 1, 2023          |
| Determination on Potential Merger w/ Cedarburg                    | July 1, 2023           |
| <b>2024</b>                                                       |                        |
| Mequon & Thiensville Equipment/Fleet Combined                     | January 1, 2024        |
| Three (3) New Firefighter Paramedics Hired                        | April 1, 2024          |
| <b>2025</b>                                                       |                        |
| Department Facilities Plan Implementation                         | January 1, 2025        |
| Three (3) New Firefighter Paramedics Hired                        | April 1, 2025          |

*Established: April 12, 2022*

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| EXPENDITURES                              |               |             |             |             |             |             |             |
|-------------------------------------------|---------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Position                                  | Hours         | 2022        | 2023        | 2024        | 2025        | 2026        | 2027        |
| Fire Chief                                | 40/Week       | \$185,878   | \$191,454   | \$197,198   | \$203,114   | \$209,207   | \$215,483   |
| Deputy Fire Chief                         | 40/Week       | \$138,848   | \$143,013   | \$147,304   | \$151,723   | \$156,275   | \$160,963   |
| Administrative Assistant                  | 26/Week       | \$38,045    | \$39,186    | \$40,362    | \$41,573    | \$42,820    | \$44,104    |
| Battalion Chief                           | 2,920/Year    | \$114,747   | \$118,189   | \$121,735   | \$125,387   | \$129,149   | \$133,023   |
| Battalion Chief                           | 2,920/Year    | \$136,616   | \$140,715   | \$144,936   | \$149,284   | \$153,763   | \$158,376   |
| Battalion Chief                           | 2,920/Year    | \$132,320   | \$136,290   | \$140,379   | \$144,590   | \$148,928   | \$153,395   |
| Captain (Intercept Program/Swing BC)      | 40 Hours/Week | \$106,955   | \$110,164   | \$113,469   | \$116,873   | \$120,379   | \$123,991   |
| Firefighter/Paramedic (Mequon Conversion) | 2,920/Year    | \$84,223    | \$92,412    | \$101,188   | \$110,632   | \$120,558   | \$129,687   |
| Firefighter/Paramedic (Mequon Conversion) | 2,920/Year    | \$108,820   | \$117,630   | \$120,624   | \$124,242   | \$127,970   | \$131,809   |
| Firefighter/Paramedic (Mequon Conversion) | 2,920/Year    | \$108,820   | \$117,630   | \$120,624   | \$124,242   | \$127,970   | \$131,809   |
| Firefighter/Paramedic (M-T Merger)        | 2,920/Year    | \$84,223    | \$92,412    | \$101,188   | \$110,632   | \$120,558   | \$129,687   |
| Firefighter/Paramedic (M-T Merger)        | 2,920/Year    | \$106,522   | \$105,019   | \$114,142   | \$123,979   | \$127,698   | \$131,529   |
| Firefighter/Paramedic (M-T Merger)        | 2,920/Year    | \$109,614   | \$118,111   | \$127,234   | \$137,071   | \$141,183   | \$145,419   |
| Firefighter/Paramedic (Ozaukee County)    | 2,920/Year    |             | \$98,622    | \$107,665   | \$114,141   | \$120,623   | \$124,242   |
| Firefighter/Paramedic (Ozaukee County)    | 2,920/Year    |             | \$98,622    | \$107,665   | \$114,141   | \$120,623   | \$124,242   |
| Firefighter/Paramedic (Ozaukee County)    | 2,920/Year    |             | \$111,714   | \$120,757   | \$127,234   | \$133,715   | \$137,727   |
| Firefighter/Paramedic (Year 2 Hires)      | 2,920/Year    |             |             | \$101,188   | \$107,665   | \$114,141   | \$120,623   |
| Firefighter/Paramedic (Year 2 Hires)      | 2,920/Year    |             |             | \$101,188   | \$107,665   | \$114,141   | \$120,623   |
| Firefighter/Paramedic (Year 2 Hires)      | 2,920/Year    |             |             | \$114,281   | \$120,757   | \$127,234   | \$133,715   |
| Firefighter/Paramedic (Year 3 Hires)      | 2,920/Year    |             |             |             | \$103,960   | \$110,632   | \$117,302   |
| Firefighter/Paramedic (Year 3 Hires)      | 2,920/Year    |             |             |             | \$103,960   | \$110,632   | \$117,302   |
| Firefighter/Paramedic (Year 4 Hires)      | 2,920/Year    |             |             |             | \$117,053   | \$123,724   | \$130,395   |
| Firefighter/Paramedic (Year 4 Hires)      | 2,920/Year    |             |             |             |             | \$106,816   | \$113,687   |
| Firefighter/Paramedic (Year 4 Hires)      | 2,920/Year    |             |             |             |             | \$106,816   | \$113,687   |
| Firefighter/Paramedic (Year 5 Hires)      | 2,920/Year    |             |             |             |             | \$119,909   | \$126,780   |
| Firefighter/Paramedic (Year 5 Hires)      | 2,920/Year    |             |             |             |             |             | \$109,757   |
| Firefighter/Paramedic (Year 5 Hires)      | 2,920/Year    |             |             |             |             |             | \$109,757   |
| Paid on Premises 24/7/365                 |               | \$0         | \$0         |             |             |             | \$122,850   |
| Paid on Call 24/7/365                     |               | \$0         | \$0         |             |             |             |             |
| Paid on Call 24/7/365                     |               | \$0         | \$0         | \$0         | \$0         |             |             |
| Paid on Call 24/7/365                     |               | \$0         | \$0         | \$0         | \$0         | \$0         |             |
| Fire Call Pay                             |               | \$102,400   | \$102,400   | \$102,400   | \$102,400   | \$102,400   | \$102,400   |
| Training                                  |               | \$100,000   | \$103,000   | \$106,090   | \$90,000    | \$92,700    | \$95,481    |
| Vehicle Checks                            |               | \$19,500    | \$20,085    | \$20,688    | \$21,308    | \$21,947    |             |
| Combined Operating Budget                 |               | \$383,319   | \$390,985   | \$398,805   | \$406,781   | \$414,917   | \$423,215   |
| Intems                                    |               | \$30,000    | \$30,900    | \$31,827    | \$32,782    | \$33,765    | \$34,778    |
| Worker's Compensation Insurance           |               | \$15,790    | \$16,264    | \$16,752    | \$17,254    | \$17,772    | \$18,305    |
| Long Term Disability                      |               | \$750       | \$773       | \$796       | \$820       | \$844       | \$869       |
| Total                                     |               | \$2,097,390 | \$2,495,590 | \$2,920,484 | \$3,351,263 | \$3,819,809 | \$4,273,478 |
| REVENUES                                  |               |             |             |             |             |             |             |
| Mequon                                    | 2021          | 2022        | 2023        | 2024        | 2025        | 2026        | 2027        |

## MEQUON-THIENSVILLE JOINT FIRE/EMS FINANCIAL FORECAST: 2022-2027 (April 7, 2022)

|                                                 |                                                                                                                                                                                                 |                    |                    |                    |                    |                    |                    |
|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Ambulance Revenue (Fees)                        | \$753,441                                                                                                                                                                                       | \$700,000          | \$735,000          | \$771,750          | \$810,338          | \$850,854          | \$893,397          |
| Paramedic Intercepts                            | \$0                                                                                                                                                                                             | \$0                | \$0                | \$0                | \$0                | \$0                | \$0                |
| Fire Insurance Dues (2%)                        | \$189,529                                                                                                                                                                                       | \$198,247          | \$207,367          | \$216,906          | \$226,883          | \$237,320          | \$248,237          |
| Funding Assistance Fees                         | \$7,550                                                                                                                                                                                         | \$7,650            | \$7,750            | \$7,850            | \$7,950            | \$8,050            | \$8,150            |
| Burn Permits*                                   | \$12,580                                                                                                                                                                                        | \$12,580           | \$15,725           | \$15,725           | \$15,725           | \$15,725           | \$15,725           |
| Accident Fees*                                  | \$7,245                                                                                                                                                                                         | \$7,390            | \$7,538            | \$7,688            | \$7,842            | \$7,999            | \$8,159            |
| Fire Fees (Plan Review, Sprinkler Inspections)* | \$6,982                                                                                                                                                                                         | \$7,122            | \$7,264            | \$7,409            | \$7,558            | \$7,709            | \$7,863            |
| False Alarms*                                   | \$2,700                                                                                                                                                                                         | \$2,700            | \$2,700            | \$2,700            | \$2,700            | \$2,700            | \$2,700            |
| <b>Sub-Total</b>                                | <b>\$980,027</b>                                                                                                                                                                                | <b>\$935,689</b>   | <b>\$983,344</b>   | <b>\$1,030,028</b> | <b>\$1,078,996</b> | <b>\$1,130,357</b> | <b>\$1,184,231</b> |
| <b>Thiensville</b>                              | <b>2021</b>                                                                                                                                                                                     | <b>2022</b>        | <b>2023</b>        | <b>2024</b>        | <b>2025</b>        | <b>2026</b>        | <b>2027</b>        |
| Ambulance Revenue (Fees)                        | \$137,680                                                                                                                                                                                       | \$144,564          | \$151,792          | \$159,382          | \$167,351          | \$175,718          | \$184,504          |
| Paramedic Intercepts                            | \$35,778                                                                                                                                                                                        | \$37,567           | \$39,445           | \$41,418           | \$43,488           | \$45,663           | \$47,946           |
| Fire Insurance Dues (2%)                        | \$15,976                                                                                                                                                                                        | \$16,711           | \$17,480           | \$18,284           | \$19,125           | \$20,004           | \$20,925           |
| Funding Assistance Fees                         | \$5,488                                                                                                                                                                                         | \$5,488            | \$5,488            | \$5,488            | \$5,488            | \$5,488            | \$5,488            |
| Burn Permits                                    | \$0                                                                                                                                                                                             | \$0                | \$0                | \$0                | \$0                | \$0                | \$0                |
| Accident Fees                                   | \$0                                                                                                                                                                                             | \$0                | \$1,000            | \$1,000            | \$1,000            | \$1,000            | \$1,000            |
| Fire Fees (Plan Review, Sprinkler Inspections)  | \$0                                                                                                                                                                                             | \$0                | \$0                | \$0                | \$0                | \$0                | \$0                |
| False Alarms                                    | \$0                                                                                                                                                                                             | \$0                | \$0                | \$0                | \$0                | \$0                | \$0                |
| Other (e.g., Fundraising)*                      | \$0                                                                                                                                                                                             | \$0                | \$0                | \$0                | \$0                | \$0                | \$0                |
| <b>Sub-Total</b>                                | <b>\$194,922</b>                                                                                                                                                                                | <b>\$204,330</b>   | <b>\$215,205</b>   | <b>\$225,572</b>   | <b>\$236,452</b>   | <b>\$247,873</b>   | <b>\$259,863</b>   |
| <b>Combined Revenue Total (Non-Tax)</b>         | <b>\$1,174,949</b>                                                                                                                                                                              | <b>\$1,140,019</b> | <b>\$1,198,549</b> | <b>\$1,255,600</b> | <b>\$1,315,448</b> | <b>\$1,378,230</b> | <b>\$1,444,094</b> |
| <b>Tax-Supported Revenue Requirement</b>        |                                                                                                                                                                                                 | <b>\$957,371</b>   | <b>\$1,297,040</b> | <b>\$1,664,883</b> | <b>\$2,035,814</b> | <b>\$2,441,579</b> | <b>\$2,829,383</b> |
| <b>TOTAL REVENUE</b>                            |                                                                                                                                                                                                 | <b>\$2,097,390</b> | <b>\$2,495,590</b> | <b>\$2,920,484</b> | <b>\$3,351,263</b> | <b>\$3,819,809</b> | <b>\$4,273,478</b> |
| <b>TOTAL EXPENDITURES</b>                       |                                                                                                                                                                                                 | <b>\$2,097,390</b> | <b>\$2,495,590</b> | <b>\$2,920,484</b> | <b>\$3,351,263</b> | <b>\$3,819,809</b> | <b>\$4,273,478</b> |
| <b>NET</b>                                      |                                                                                                                                                                                                 | <b>\$0</b>         | <b>\$0</b>         | <b>\$0</b>         | <b>\$0</b>         | <b>\$0</b>         | <b>\$0</b>         |
| <b>Add Ozaukee County Grant Funding</b>         |                                                                                                                                                                                                 | <b>\$100,000</b>   | <b>\$100,000</b>   | <b>\$100,000</b>   | <b>\$150,000</b>   | <b>\$150,000</b>   | <b>\$150,000</b>   |
| <b>Grant-Adjusted Tax Revenue Requirement</b>   |                                                                                                                                                                                                 | <b>\$857,371</b>   | <b>\$1,197,040</b> | <b>\$1,564,883</b> | <b>\$1,885,814</b> | <b>\$2,291,579</b> | <b>\$2,679,383</b> |
| <b>Mequon Share (84.4%)</b>                     |                                                                                                                                                                                                 | <b>\$723,878</b>   | <b>\$1,010,661</b> | <b>\$1,321,231</b> | <b>\$1,592,193</b> | <b>\$1,934,780</b> | <b>\$2,262,203</b> |
| <b>Thiensville Share (15.6%)</b>                |                                                                                                                                                                                                 | <b>\$133,493</b>   | <b>\$186,379</b>   | <b>\$243,652</b>   | <b>\$293,621</b>   | <b>\$356,799</b>   | <b>\$417,180</b>   |
| <b>Notes:</b>                                   | Figures presented annually for all full-time positions include: base salary, FICA, Medicare, health/dental/life insurance, WRS retirement, and holiday compensation (for non-management staff)  |                    |                    |                    |                    |                    |                    |
|                                                 | Full-time salary figures presented in years 2023-2027 include a 3% annual wage adjustment, as well as step increases for firefighter/paramedics (pursuant to current labor contract provisions) |                    |                    |                    |                    |                    |                    |
|                                                 | Ozaukee County Grant Funding (\$750,000) based upon one community (either Mequon or Thiensville) receiving the amount available to individual municipalities (as of 4/6/22)                     |                    |                    |                    |                    |                    |                    |

## ADVANCED LIFE SUPPORT INTERCEPT AGREEMENT

The Thiensville Fire Department and The Cedarburg Fire Department desire to demonstrate their commitment to providing the best possible care to their patients by entering into this Advanced Life Support Intercept Billing Agreement.

The Thiensville Fire Department (hereafter referred to as TFD), a State of Wisconsin Licensed Paramedic Service Provider, agrees to provide The Cedarburg Fire Department (hereafter referred to as CFD) a State of Wisconsin Licensed Advanced Emergency Medical Provider with Paramedic Intercept Service when CFD requests such service. When such response is requested and provided to recipients, the billing procedures outlined within this Agreement will be followed.

- A. When TFD provides ALS care while the CFD is the transporting unit and the patient is **insured by any Medicare or Medicaid product**:
  1. CFD will be responsible for the billing and collection associated with the ALS service provided by TFD, as required by The Centers for Medicare and Medicaid (CMS) regulations;
  2. CFD agrees to charge a minimum base rate equal to TFD current ALS base rate (\$796.70 as of February 1, 2018). CFD will pay TFD 50% of the funds collected from any Medicare and/or Medicaid product and any secondary billings with regard to ALS transports;
  3. CFD accepts responsibility to accurately track reimbursements for ALS Intercepts in which they provide transport so as to adhere to the guidelines set down in this billing agreement.
- B. When TFD provides ALS care while the CFD is the transporting unit and the patient is **NOT insured by any Medicare or Medicaid product**:
  1. TFD and CFD will bill independently of each other and be responsible for their respective billings;
  2. Any revenue from such calls will be retained independently.
- C. When TFD provides ALS care and transports the patient in TFD's vehicle, or there is no transport of the patient:
  1. TFD will be responsible for the billing and collection associated with its service;
  2. Any revenue from such calls will be retained solely by TFD.
  3. If CFD chooses to charge a "response fee", all billings are CFD's responsibility and CFD solely retains any revenue.

This agreement will become effective when signatures from both parties have been placed on this Agreement and will remain in effect until either party provides the other party with a thirty (30) day notice of cancellation or modification.

CEDARBURG FIRE DEPT

By: 

Title: FIRE CHIEF

Date: 02-28-18

THIENSVILLE FIRE DEPARTMENT

By: 

Title: FIRE CHIEF

Date: 2/21/18



# Mequon Fire Department

## *2021 Annual Report*



11300 N. Buntrock Avenue 64W  
 Mequon, Wisconsin 53092  
 Phone (262) 242-2530  
 Fax (262) 242-5042

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**OFFICE OF THE FIRE CHIEF**

January 1, 2022

Mayor Wirth  
 City of Mequon Council Members  
 City of Mequon Administrator William Jones

In 2021 the Mequon Fire Department responded to 2,543 fire and emergency medical calls, an increase of 327 calls from 2020. August was the busiest month with 266 fire and EMS calls. This report highlights the many emergency and non-emergency activities of the Mequon Fire Department in 2021.

The biggest accomplishments in 2021 was the hiring and onboarding of the three newly created Battalion Chiefs positions. Each Battalion Chief works a 24-hour shift and has several areas of responsibility within the fire department operations.

Staffing continued to be an ongoing problem in 2021. The number of community members who want to serve the fire and EMS department has steadily declined in recent years and the amount of time current members can offer has also declined. In 2021 the fire department needed to cover 52,560 of on call time with its Paid-on-call staff. Despite hiring 18 new POC members in 2021 approximately 20% of the on-call shifts went uncovered.

Moving forward into 2022, the fire department will continue to strive to deliver the highest level of service to the community in the most efficient manner with the resources available. The department will maintain, as its highest priority, the safety of both the residents and department members.

Respectfully Submitted,

*David L Bialk*

Mequon Fire Chief

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## VISION STATEMENT

The Mequon Fire Department will prepare members to competently perform all duties of the job to serve the community. Each member will be well-trained in the most current practices of firefighting and emergency medical services as well as personal safety and health.

The Mequon Fire Department will provide consistent, reliable, and efficient emergency services to the community.

The Mequon Fire Department will serve the community by working as partners with businesses to provide fire code enforcement assistance and pre-planning to reduce the chance of loss of life and property.

Mequon Fire Department members will serve the community through education by sharing fire safety information, injury prevention messages and act as positive community role models.

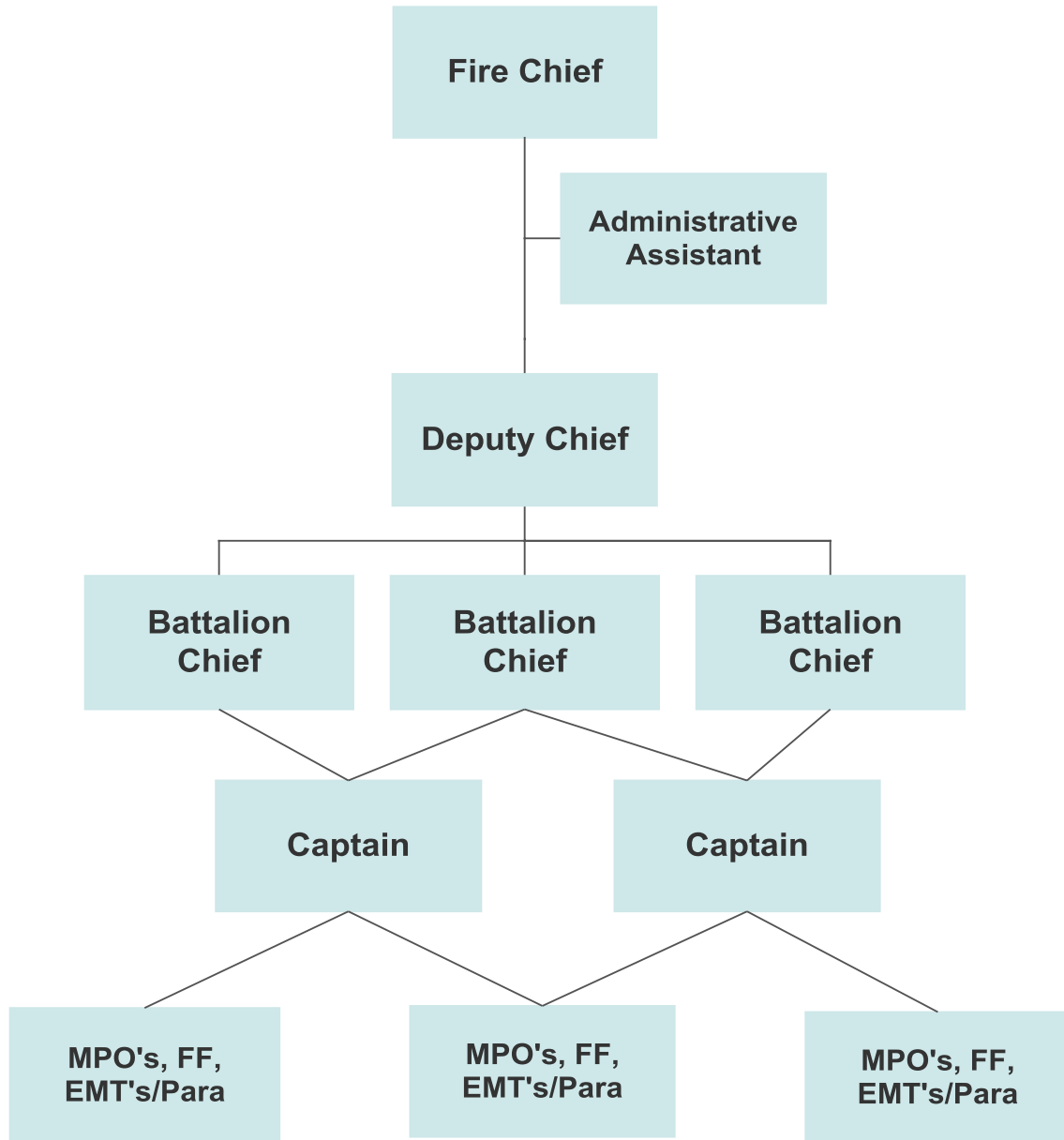
Each member of the Mequon Fire Department will pass on their training and experience to other members, thereby improving the ability and effectiveness of the department to serve the community.

Members of the Mequon Fire Department will treat membership on the department with honor and respect by appreciating that it is a privilege and not a right.

***Established 1933***

# ORGANIZATIONAL CHART

The Mequon Fire Department provides fire prevention, fire suppression and emergency medical services to an estimated 24,000 residents who reside within the 47 square miles of the City.



# CHIEF'S REPORT

## Operations

### January

- The Chief met with the Wisconsin Public Policy Forum to review information from Ozaukee County fire departments to create a report on the fire and EMS services in the County.
- Members of the fire department started receiving their first dose of the Covid 19 vaccine.
- Advertisements were published for the position of Battalion Chief for the City of Mequon.
- An audit was done of all EMS reports from 2020 to check for compliance with the State of Wisconsin required National Emergency Medical Services Information System III (NEMSIS III). Reports that were found to be non-compliant were amended and used as a platform for training going forward.

### February

- A meeting was held with the Wisconsin Public Policy Forum to review the draft report of the phase I feasibility study of consolidated fire and EMS services.
- Members from Mequon, Thiensville and Cedarburg met to discuss sharing of services.
- The application process was closed, and candidates were reviewed for the position of Battalion Chief for the City of Mequon.

### March

- The fire department reached its seven-year anniversary of staffing one part-time paramedic around-the-clock to ensure 24/7 coverage of advanced life support calls. The department utilizes 15 members certified at the paramedic level to cover the 8,760 hours a year. This was the first year the Deputy Chief or Battalion Chief needed to fill in for the paramedic because no member paid on call member was available.
- The Public Policy Forum presented their findings of fire and EMS services to the Mequon Common Council. The PPF report can be found here: [https://www.ci.mequon.wi.us/sites/default/files/fileattachments/fire/ambulance/page/22921/wisconsin\\_policy\\_forum\\_full\\_report\\_-\\_3.8.21.pdf](https://www.ci.mequon.wi.us/sites/default/files/fileattachments/fire/ambulance/page/22921/wisconsin_policy_forum_full_report_-_3.8.21.pdf)

### **Chief's Report (continued)**

- The Chief participated in a virtual meeting with the City's insurer to discuss workers comp injury prevention and ways to mitigate claims.
- The Fire Chief attended the Wisconsin State Fire Chiefs Spring Education Conference in Madison.

### **April**

- The fire department hired its first of three Battalion Chiefs approved in the 2021 budget. Matthew Schneider was hired as the BC in charge of Emergency Medical Services. Matthew Schneider was hired from the North Shore Fire Department.
- A meeting was held with the fire chiefs and city administrators from Mequon and Thiensville to discuss sharing services as outlined in the Public Policy Forum report.
- The fire department continued to receive shipments of personnel protective equipment from the Strategic National Reserve. The equipment included N95 masks, surgical masks, Tyvek suits, cleaning supplies and hand sanitizer.

### **May**

- The second of the three Battalions Chiefs were hired. Christopher Ackley was hired as the BC in charge of training. Christopher came from the Beaver Dam fire department where he was a Captain.

### **June**

- The Mequon Fire Department renewed its Paramedic license with the State of Wisconsin.
- The third Battalion Chief was hired to fill the position of Community Risk Reduction. Brandon Boettcher was recruited from the South Shore fire department.
- An audit was conducted of the controlled substances Mequon utilizes for the paramedic program.

### **July**

- A kickoff meeting was held with city staff to discuss strategic planning for the city of Mequon.
- The Future of our Fire Department made its final recommendation to the City Council regarding facilities and equipment, ending the committee's tasks.

## **Chief's Report (continued)**

### **August**

- Improvements at both the east and west side fire stations begun.
- The three Battalion Chiefs were sworn in a ceremony held at station 1.

### **September**

- Four new candidates were selected as interns from students enrolled in the Fire Protection Technician Associate Degree program at MATC. Interns must maintain a 2.5 or greater GPA, pass the fire department agility test and pass both a background check and medical screening. The interns live in the fire station and respond to emergency calls just like the Paid-on-call members and participate in community education, fire prevention, training and other assigned duties. The interns are paid a \$500 per month stipend for their participation. Training for the interns include, EMT, Firefighter Level II, Driver Operator Pumper and if they sign on for two years, paramedic training is paid for.
- Over the summer months the Fire Chief and City Administrator met with representatives of all 14 communities within Ozaukee County to discuss the Phase II study of consolidated fire and EMS services.

### **October**

- During the budget process the Common Council reallocated money used to pay Paid on Call salaries to create three fulltime firefighter/paramedic positions. Due to the staffing shortage facing the fire department it became necessary to create the positions. The hiring of the three fulltime firefighter/paramedic will not solve the departments staffing shortage but it will shift resources to where needed.

### **November**

- The chief attended the annual meeting of the Ozaukee, Washington, Milwaukee, and Waukesha County Fire Chiefs to update all box alarm cards for their respective cities. A box alarm card is the template used to garner additional resources from other communities in the event of an emergency. Most departments design their box cards to request the closest units(municipalities)to the emergency. The box alarm cards are also designed to utilize resources from additional counties and across the state if needed.
- The paramedic program requires the fire department to maintain a stock of Schedule 1 (Class 1) Narcotics. Every year the narcotics are audited and inventoried. An audit was performed of the medications used for EMS and was found to be in compliance with all State and Federal regulations.

## Chief's Report (continued)

- Fire department personnel trained and recertified every City employee in Cardiopulmonary Resuscitation and use of the Automatic External Defibrillator.

## Administration

- The fire department received its Fund Assistance Program (FAP) Application from the State of Wisconsin in January. Every year the fire department is eligible for FAP money from the State of Wisconsin. Funds are distributed to applicants based on a formula which includes a base sum plus a factor for run volume, service area, population and EMT roster size. In 2021, the fire department received \$6,549.44 of FAP money from the State of Wisconsin. The money may only be spent on EMT-Basic training and the purchase of EMS equipment.
- The fire department stopped performing inter-facility transports in July due to a lack of staffing.
- In July, the fire department received its 2% dues disbursement from the State of Wisconsin totaling \$189,529. The department is eligible for the money by performing fire inspections of every public building once a year, providing fire prevention education activities and providing fire training for its members.
  - The Fire Department Dues Fund is funded through fire insurance premiums paid in Wisconsin. The Insurance Commissioner's Office collects two percent of the annual premiums for the Fire Department Dues Fund. Money in the fund is distributed to municipalities based on a formula of equalized assessed value.

### **101.573 Fire dues distribution.**

No city, village or town maintaining a fire department under this section may use any dues received under s. 101.573 and this section for any purpose except the direct provision of the following:

1. The purchase of fire protection equipment.
2. Fire inspection and public education.
3. Training of fire fighters and fire inspectors performing duties under s. 101.14.
4. To fund wholly or partially fire fighters' pension funds or other special funds for the benefit of disabled or superannuated fire fighters.

- There were 507 burn permits issued in 2021 compared to 519 burn permits issued in 2020. Burn permits can be renewed via the internet.
- All fire department Standard Operating Guidelines were reviewed and updated.

### Chief's Report (continued)

- The fire department updated its website with the department goals and objectives and added local training material for members.
- The City's burning ordinance was taken to the Public Welfare Committee for review and new ordinance drafted. The new ordinance will take effect in early 2022.
- In 2021 the fire department responded to 92 false alarms, 16 which were billable.

### 2021 Incidents

1/12/21 The fire department responded to Davis Road for a garage on fire. Upon arrival the department found a 40' x 60' metal garage with fire coming from the roof. The fire was in a non-hydranted area and a tanker shuttle operation was started using neighboring departments. The fire appeared to start in a wood burning unit used for heating

1/15/21 Mequon's special operations team responded to Grafton to assist with a bluff rescue at the Lion's Den Gorge Nature Preserve. A hiker fell down the bluff and needed assistance up.

1/18/21 The fire department responded to another garage fire on Davis Road. On arrival the department found a large barn with smoke coming from the building. Upon investigation, the owner was using a wood burner in the barn to burn trash and the material around the wood burner caught fire.

1/22/21 A pedestrian was struck in the 11000 block of Port Washington Road. The subject was transported to St Mary's for non-life threatening injuries.

1/30/21 A wood burning stove started a garage fire at 11743 N River Road. The homeowner noticed the side of the garage on fire and called 911. The response coincided with a snowstorm. The fire department had preemptively staffed personnel in the station, thus was able to get a fire engine on scene quickly.

1/31/21 A homeowner on Grace Avenue called the fire department on a snowy night when he noticed three car detached garage was on fire. The fire department coped with below zero temperatures to extinguish the fire. The fire appeared to start in appliance used to heat the garage.

2/7/21 The fire department responded to a chimney fire at 11050 N River Road. The fire was confined to the fireplace and there was no extension to the structure.

2/7/2021 The fire department assisted a kayaker out of the Milwaukee River while the kayaker was attempting to rescue a goose frozen in the ice. The kayaker was assisted out of the river and the goose was safely removed from the ice and taken to the Ozaukee Humane Society.

3/10/21 A grass fire in the 11000 block of I-43 required the freeway to be shut down shortly while the fire was extinguished.

3/10/21 A small cooking fire required the response of the fire department to extinguish and ventilate the home.

4/6/21 A single vehicle accident on I-43 required the driver of a van to be extricated. The van was tangled in the wires between the north and south bound lanes making the extrication challenging.

5/5/21 A dumpster next to a home caught fire in the 4100 block of Highland. The fire was extinguished before the flames impinged on the home.

5/25/21 A two vehicle head on accident in the 8700 block of Mequon required extrication on two vehicles to remove three victims.

6/6/21 A fire in a garage on Grace Avenue caused moderate damage to the two-car garage.

6/29/21 A medical emergency led to a one car rollover accident on Cedarburg and Sherwood. The patient needed to be lifted out the vehicle through a door that was removed.

7/10/21 One person was extricated from a single vehicle accident in the 12800 block of I-43.

7/14/21 A home was checked after being struck by lightning on Shorewood Drive.

7/19/21 A boater was assisted by the fire department after their boat ran aground on the Milwaukee River.

7/25/21 A kitchen fire had to be extinguished by the fire department on Fairfield Road.

7/26/21 A pile of oily rags caused a garage fire at 13603 Martin Way. The garage was located under the home with a large attached storage area. The fire caused extensive damage to the contents of the garage.

8/10/21 A severe thunderstorm generated 16 calls for service for the fire department. The calls ranged from downed power lines to homes being struck by lightning.

8/16/21 A fire in a three attached garage caused extensive damage to a home on Windpoint Court. Two autos and a motorcycle were also destroyed the in the fire.

8/16/21 The fire department responded to smoke coming from an RV on El Rancho Lane. A passerby noticed the smoke and called 911. The RV was found to have a short in its electrical wiring.

10/2/21 A two car accident required extrication in the 6300 block of Mequon Road. Two people were transported to St Mary's with non-life threatening injuries.

11/25/21 A fire in a fireplace extended into the wall of a home on Evergreen Road. The homeowner put the last log on the fire about 10pm and woke at 6am to smoke throughout his home.

12/28/21 The fire department responded to a chimney fire on Center Lane. The homeowner noticed smoke coming from the chimney and called 911.

## COMMUNITY RISK REDUCTION REPORT

The Mequon Fire Department is mandated by State Statute Chapter SPS 314 (13)(b) 1. 'General.' The Chief of the Fire Department shall be responsible for having all public buildings and places of employment within the territory of the Fire Department inspected for the purpose of ascertaining and causing to be corrected any conditions liable to cause fire, or any violations of any law or ordinance relating to fire hazards or to the prevention of fires.

2. 'Determining the buildings that are to be inspected.' The Fire Chief shall be responsible for determining those public buildings and places of employment that are to be inspected, for each municipality for which the fire department has responsibility.

3. 'Scheduling of inspections.' Fire prevention inspections shall be conducted at least once per calendar year, or more often if ordered by the Fire Chief, in all territory served by the Fire Department.

Creating a safe environment for people to live and work in is a goal of every fire department. Education is one way of improving safety. In Mequon, we educate the community with programs unique to our city through the support of Fire Inspectors, the business community, the school district and community groups.

Annual fire inspections provide an opportunity to promote goodwill and education about the Fire Department's role with business owners and employees. This contact reaffirms their joint responsibility to fire prevention. The inspection program also provides firefighters the opportunity to gain firsthand knowledge of building layouts, contents, and construction in the city.

2021 proved to be a year of progress at the Mequon Fire Department. The department met a multiple year goal of introducing and incorporating electronic fire inspection software into daily operations. This software proves more efficient in completing inspections as well as record keeping and data access. It has also proven beneficial during every day calls for service because personnel are now able to access critical building information on any electronic smart device when information is needed quickly. The program has many capabilities and we look forward to growing and further incorporating it into our operations.

### **2021 Statistics:**

While fire inspections were temporarily suspended due to the Governors Emergency Order 22, In March of 2021, Fire inspections continued with a state-set benchmark of completing 75% of what would normally be completed in a normal twelve-month calendar period. Mequon Fire met and exceeded that by

## Community Risk Reduction Report (Continued)

completing 675 Fire safety inspections. During those inspections, members found and enforced 466 fire code violations. In addition, members completed many hours performing additional activities such as performing fire protection system plan reviews, sprinkler and alarm tests on new construction or renovated buildings, installing Knox boxes, as well as property owner consultations. In 2021, over 500 burning permits were reviewed and issued by the fire department.

Public education programs provide the department an opportunity to share fire safety education, injury prevention messages, and serve as positive community role models. The Mequon Fire Department now maintains a cadre of twelve American Heart CPR instructors. Our instructors can teach a variety of disciplines to include Heartsaver which is more for bystanders to Advanced Cardiac Life Support and Pediatric Advanced Life Support for those that are medically trained. In 2021, Fire Department personnel conducted training for over 200 people in the Basic Life Support and Heartsaver CPR disciplines.

In 2021, the department added an additional eight American Heart Instructors to bringing our total to twelve. Those added are: Battalion Chief Brandon Boettcher, Battalion Chief Christopher Ackley, Battalion Chief Matt Schneider, Firefighter/Paramedic Heather Krueger, Paramedic Justin Klis, Paramedic Erin Koerner, Firefighter/Paramedic Mackenzie Szeszol, and Firefighter/A-EMT Melissa Bradley.

MFD also participated in over a dozen public education events throughout the year that consisted of birthdays, block parties, school visits, and community events such as the Taste of Mequon. Each event is an opportunity to pass along the messages of safety and prevention. During the Taste of Mequon, Hands Only CPR was continuously taught throughout the duration of the event as well.

The Mequon Fire Department partners with the American Red Cross to install smoke detectors for residents that reside within the city. Last year, Fire Department personnel collectively installed 20 smoke detectors.

## EQUIPMENT REPORT

The National Fire Protection Administration has standards for the care and maintenance of fire equipment. The fire department is bound by the State law *Chapter SPS 330 Safety and Professional Services, Fire Department Safety and Health Standards* to perform annual certification test of equipment. Many of the same testing is required by the Insurance Service Organization to maintain our current ISO fire rating. These tests include annual DOT(Department of Transportation) Inspections to make sure all of our vehicles are roadworthy and all of our pumps are tested to make sure they meet the NFPA requirements and to make sure everything is operating correctly. As well, all department ladders, both aerial devices and ground ladders, are tested to make sure they are structurally sound and are without defects and operate effectively. All testing was completed in 2021 by reputable and certified, third-party companies and all apparatus were maintained to the applicable standards.

One of the most important jobs of a fire department is to maintain emergency equipment in a state of readiness. Weekly vehicle checks are assigned to members on a rotating basis to ensure every vehicle is stocked and ready for an emergency response. Each member is responsible for checking equipment on their assigned vehicle weekly. Lieutenants are responsible for holding their assigned members accountable for vehicle checks.

### Current Fire Department Vehicle Fleet

| Unit | Year | Make                 | Type                               | Age |
|------|------|----------------------|------------------------------------|-----|
| 961  | 1996 | Pierce Quint         | 85' Aerial with 1500gpm Pump       | 26  |
| 967  | 1996 | Ford                 | 3500 Gallon Tender                 | 26  |
| 953  | 1998 | Ford/F350            | Rescue / Brush Truck               | 24  |
| 963  | 2005 | Pierce Kenworth      | Fire Engine 1500gpm Pumper         | 17  |
| 960  | 2006 | Pierce Ladder Tower  | 100' Platform with 1500gpm Pump    | 16  |
| 962  | 2008 | Pierce Impel         | Fire Engine 1500gpm Pumper         | 14  |
| 956  | 2009 | Chevy/Tahoe          | Staff car                          | 13  |
| 951  | 2009 | Ford/F350            | Ambulance                          | 13  |
| 966  | 2011 | Pierce International | 3500 Gallon Tender                 | 11  |
| 951  | 2014 | Ford/F450            | Ambulance                          | 8   |
| 964  | 2015 | Pierce Impel         | Fire Engine 1500gpm Pumper         | 7   |
| 955  | 2016 | Ford/F59 Van         | Special Operations Equipment Truck | 6   |
| 970  | 2016 | Chevy/Tahoe          | Chiefs Car                         | 6   |
| 950  | 2016 | Ford/F350            | Ambulance                          | 6   |
| 958  | 2017 | Jeep Grand Cherokee  | First Responder Vehicle            | 5   |
| 958A | 2017 | Jeep Grand Cherokee  | First Responder Vehicle            | 5   |

|      |      |                        |                                      |   |
|------|------|------------------------|--------------------------------------|---|
| 957  | 2021 | Chevy Silverado Pickup | Utility Vehicle with Towing Capacity | 1 |
| 958  | 2021 | Jeep Grand Cherokee    | First Responder Vehicle              | 1 |
| 958A | 2021 | Jeep Grand Cherokee    | First Responder Vehicle              | 1 |

## Equipment Report

- The department sold a Chevrolet Trailblazer Utility/First Responder vehicle for \$5,000 on a government surplus auction site.
- 2021 Chevrolet Silverado 2500HD placed into service as the department's new utility truck.
- Two new 2021 Jeep Grand Cherokees were put into service as front-line First Responder vehicles. First Responder vehicles are equipped with Advanced Life Support equipment and can be taken home by community volunteers. They respond directly to emergencies and begin medical care.
- Two new Thermal Imaging Cameras (TIC) were placed in service on both front-line fire engines. Thermal Imaging cameras allow personnel to see changes in temperature in austere environments.
- In partnership with Ozaukee County and General Communications, all Mequon Fire apparatus received new dual-band mobile radios.
- Tower 960 received rust/corrosion prevention/mitigation on the frame rails after being discovered during the annual DOT inspection. The frame and underbody were undercoated. New LED lighting and wheels were also installed.
- 961, an 85' Aerial with a 1500 GPM pump was loaned to the Village of Thiensville for a period of six weeks while their Quint was out of service for repairs.
- 956 was repurposed and placed in service by Fire Department personnel along with City Mechanics as Battalion 9. Battalion 9 is staffed by the Battalion Chiefs and is utilized for daily operations. It is configured as a command vehicle and carries a full complement of Advanced Life Support EMS equipment.
- 956, Battalion 9, received a new transmission.
- 959, the Brush Truck, received an all-new emergency lighting/siren package. The new equipment will help preserve the electrical system and provide a safer response and on-scene environment for personnel.
- Five new Physio Control AEDs were purchased and placed on all front-line Fire Apparatus to meet NFPA 1500 requirements.
- New electric Positive Pressure Ventilation Fan was purchased and placed in-service.

**Equipment Report (continued)**

- New physical fitness equipment was purchased, including a new rowing machine and two stationary bikes.
- A Hamilton T1 mechanical Ventilator was purchased and placed in service. The ventilator can be used on resuscitated patients and while doing inter-facility transports.
- An additional Point of Care Ultrasound machine was purchased and placed in service.
- Two additional IV pumps were purchased. IV pumps are useful tools when Paramedics administer medications.
- The fire department has approximately three-and-a-half miles of fire hose that was service tested by department members in 2021. Hose that fails the yearly service test is replaced or repaired. Three lengths of hose failed during testing.
- The department passed its SCBA breathing air quality testing. Testing is done once per quarter at a third-party testing facility. A test kit is mailed to the fire department; samples are taken of the air and sent back to the lab for testing.

## STATION IMPROVEMENTS

One of the keys to a successful combination Fire Department is having a place where members can spend time working out, studying, having access to the internet, watching TV, sleeping and preparing food. Giving personnel an inviting environment is a way to decrease response time to fire and EMS calls because it is more likely there will be personnel in the building when a call comes in. Having members spend some of their free time in the stations provides, at times, full-time staffing. Improving the fire stations not only creates an inviting place for members but creates a sense of pride and ownership of the department. The Mequon Fire Department has proven its commitment to progress and continually evaluates the needs of the Department to help better serve the community. We continue to update facilities and equipment as needed and when fiscally responsible.

### Improvements in 2021:

- The West side fire station had the kitchen remolded, carpet added for a new day room, tile floor put in the dorm rooms, new office furniture and workstations were also added.
- The former day room/living area was converted into a Battalion Chief's office, configured to support the needs and operations of the Battalion Chiefs.
- New Kitchen appliances were purchased for Station 1 and a second refrigerator was added.
- Ten new mattresses were purchased.
- Administrative Assistant's office area was reconfigured

## TRAINING & RECRUITMENT REPORT

The Mequon Fire Department trains its members using the Vocational Technical College System, in-house, online education, conferences and a variety of seminars. 2021 was another challenging year as some members had both online and in person training as Covid still impacted the department and Ozaukee County with classroom challenges. Weekly training resumed with precautions in place.

The fire department provides weekly training on Monday evenings and Tuesday mornings. This training is offered 36 weeks of the year, as well make up training sessions on three Saturday's throughout the year. The average attendance is 30 members per week. Additionally, monthly Dive and Tech Rescue trainings are offered to members who wish to participate in special operations and extra training topic sessions are held four times a year. The fire department offers over 225 hours of training to its members every year.

All members completed training on mandatory Bloodborne Pathogens Policy, proper lifting, use of personal protective equipment, TB awareness, decontamination procedures and sexual harassment.

Ice rescue training was conducted in February for all department personnel.

Nine members went through 20 hours of fire orientation between April and May. Orientation is used to ensure all new members understand Mequon policy and procedures how to use department specific equipment.

All newly certified Emergency Medical Technician EMT-Basic or EMT-Paramedic on the department is given a 24-hour orientation. Orientations are scheduled throughout the year as needed.

All department members were recertified in CPR and AED during October; this is a biennial certification as it expires every two years.

In January, a training schedule was developed. The department views training as the foundation for operating efficiently and safely during all department events. The schedule is modified, as needed, to accommodate members and community needs.

The fire department conducts in-house skills assessments called 911 Emergencies, High Risk/Low Frequency Events. Four times a year, emergency medical technicians and paramedics must demonstrate competencies in eight high-risk, low-frequency skills by completing proficiency stations. The 911 Emergencies model is a pass/fail assessment that all EMS providers must pass to be eligible to work on the ambulance or first responder vehicle.

## **Training & Recruitment Report (Continued)**

Nine members completed Firefighter 1: Sarah Baker, Melissa Bradley, Laura Cecil, Jessica Gold, Heather Krueger, Wesley Reimer, Daniel Santiago, Antonio Salerno, and Nico Salerno.

Seven members completed EMT basic: Jessica Gold, Nick Margrett, Steve Plautz, Daniel Santiago, Shelly Joy Schmeltzer, Craig Wheeler, and Emma Van Why.

One member completed Advanced EMT (A-EMT): Caleb Wardenburg.

Four members completed the Motor Pump Operator class: Wesley Reimer, Antonio Salerno, Nico Salerno, and Ryan Spradlin.

Four members obtained their CPR instructor certifications from American Heart Association: Mackenzie Szeszol, Melissa Bradley, Battalion Chief Matthew Schneider, and Battalion Chief Christopher Ackley.

Two members obtained their paramedic certifications: Sarah Baker and Alex Knaus.

## **Special Operation Teams**

The department has two special operation teams: the dive team and the technical rescue team. The dive team and the technical rescue team each train for three hours a month to ensure all equipment is functional and members are proficient when there is a call for service.

### **Dive Team**

The dive team cooperates with other departments in Ozaukee County and the surrounding area to ensure an adequate number of trained personnel is available in the event of an incident.

In 2021, the Dive Team conducted pool dives, open water dives and ice dives. Pool dives are used during the winter months where the team can focus on basic SCUBA skills and equipment maintenance. In the winter months, the team will also conduct ice dives in local waters to work on thin ice and use special equipment to replicate rescuing people who have fallen through the ice. During the summer months, the dive team practices in the Milwaukee River and in local quarries and ponds.

The dive team sent two members to basic dive class: Alex Knaus and Sarah Baker.

The dive team consists eight members and four shore support members.

## Training & Recruitment Report (Continued)

### Technical Rescue Team

The technical rescue team works in many different environments that may include high angles, trench rescues, building collapses, and in confined spaces. During the team's monthly training, many different scenarios are replicated to ensure each member is proficient in any rescue they may be called to. Hands-on training along with reviewing past incidents is key to ensuring each member knows the equipment and the team's capabilities.

## RECRUITMENT

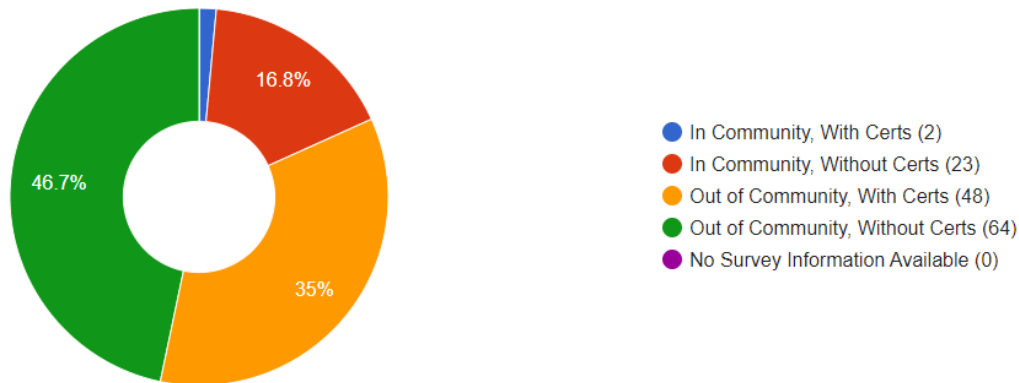
The Mequon Fire Department has an ongoing recruitment process that uses advertisements within the community and a recruitment management program, [jointhefireservice.com](http://jointhefireservice.com).

In 2021 137 individuals submitted interest in joining the fire department and of that 137:

- 18 joined the fire department.
- Three have submitted applications.
- 14 have continued interested.
- 102 discontinued interest.

The chart below details the interested individuals based upon residency and certifications.

137 Individuals



## EMERGENCY MEDICAL SERVICES REPORT

The Mequon Fire Department's Bureau of EMS oversees the prehospital medical care by the department's EMTs and Paramedics.

Emergency medical calls for service dominate the department's operations. In 2021, medical calls accounted for 82% of the emergency responses. With medical calls accounting for most emergency responses, the department must recruit, train, maintain, and oversee highly skilled EMS providers.

### **Ozaukee County Emergency Medical Guideline Update, 2021:**

Mequon Fire Department participates in a committee-based review panel to recommend revisions and updates for these medical guidelines. In 2021, a large guideline update was implemented in collaboration with medical directors from Ascension Columbia St. Mary's Ozaukee and other area fire departments.

Guideline updates were introduced to all EMS providers through several trainings, including assisting service partners with their respective trainings.

Notable updates to the 2021 version of the guidelines include:

- Changes in airway management practices
- Addition of a Rapid Sequence Intubation pilot guideline
- Changes in the management of patients experiencing heart attacks (MI)
- Changes in the management of patients in respiratory failure
- Changes in the management of patients with atrial fibrillation (cardiac dysrhythmia)
- Addition of a guideline for anxiety-mediated emergencies
- Addition of a guideline for the use of a mechanical ventilator by paramedics
- Expansion of a guideline for the use of ultrasound scanning by paramedics
- Updates to administrative code sections

### **Pilot Program; Rapid Sequence Intubation:**

Rapid Sequence Intubation (RSI) is an emergency procedure used to place a breathing tube in an otherwise conscious patient. Patients who get RSI are typically in the hospital emergency room or operating room under the care of a trained physician. In RSI, physicians administer sedatives and paralytic medications, then rapidly place a breathing tube in the patient to support their respirations and protect their airway from imminent compromise.

Mequon Fire Department's EMS Bureau has worked in conjunction with medical directors at Ascension Columbia St. Mary's Ozaukee to develop and implement a pilot program for paramedics to perform this high-stakes and life-saving procedure

## EMS Report (Continued)

in the field. The RSI procedure, by state DHS code, requires two paramedics at the patient side to legally proceed. In the past, this has been a limitation for MFD, only having a single paramedic on-call. With the addition of paramedic Battalion Chiefs in 2021, the RSI pilot program has been made a reality—the first ever in Ozaukee County.

In order to initiate the RSI pilot program, Mequon's command staff attended hours of supervised training in the operating room at Ascension St. Mary's Milwaukee, performing live intubations on real surgical patients. In addition, all paramedics received in-person, in-depth training from our system EMS Medical Director. Equipment and medications to perform this procedure were acquired and placed on the first-responding ambulance, as well as the Battalion Chief's vehicle.

### Paramedic Training; Point-of-Care Ultrasound:

Mequon Fire Department's paramedics utilize point-of-care ultrasound scanners to recognize several cardiac and pulmonary conditions in the critically ill and injured. Training to maintain and expand provider proficiency in this unique skill is ongoing. A second ultrasound probe was purchased in 2021, expanding the reach of our program—the only one in Ozaukee County, and one of only six in the state.

### Performance Analysis; Out of Hospital Cardiac Arrest:

Cardiac arrest is a fatal condition that occurs when a patient's heart stops beating. This typically is due to a disease of the electrical system of the heart, though it can occur for various reasons. EMS services are tasked with responding to reports of cardiac arrest victims, attempting to resuscitate, stabilize, and transport them to definitive care—with hopes of achieving recovery and meaningful life.

According to the American Heart Association Cardiac Science Journal, the chances of successful resuscitation decrease by 10% for every minute advanced cardiac care from paramedics is delayed. This illustrates the importance of an effective response force arriving on the scene of a cardiac arrest in a very short amount of time.

When evaluating organizational performance in cardiac arrest resuscitation, rates of returned pulses (*Figure 1*) and rates of returned pulses at the hospital destination (*Figure 2*) are evaluated. MFD has above national average performance in both categories, with the American Heart Association reporting a national average of for returned pulses at just 18%. An additional performance metric in cardiac arrest in airway management. MFD has above average performance with first attempt success on 90% of cardiac arrest cases, and 95.5% success after two attempts (*Figure 3*).

## EMS Report (Continued)

Figure 1

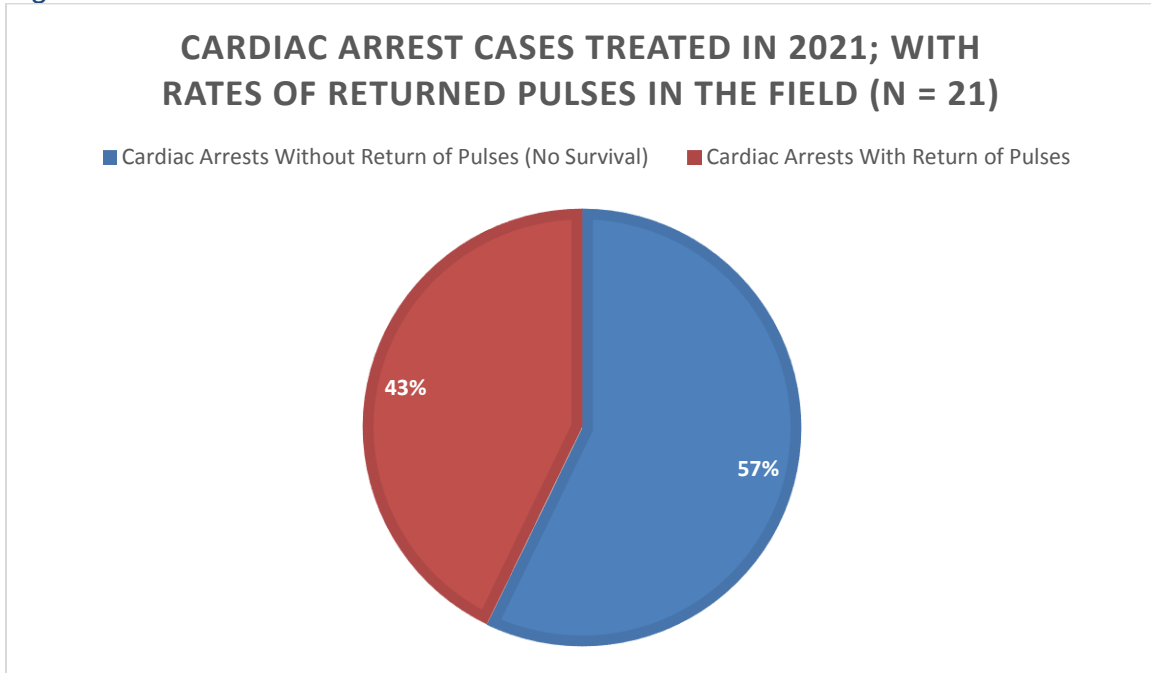
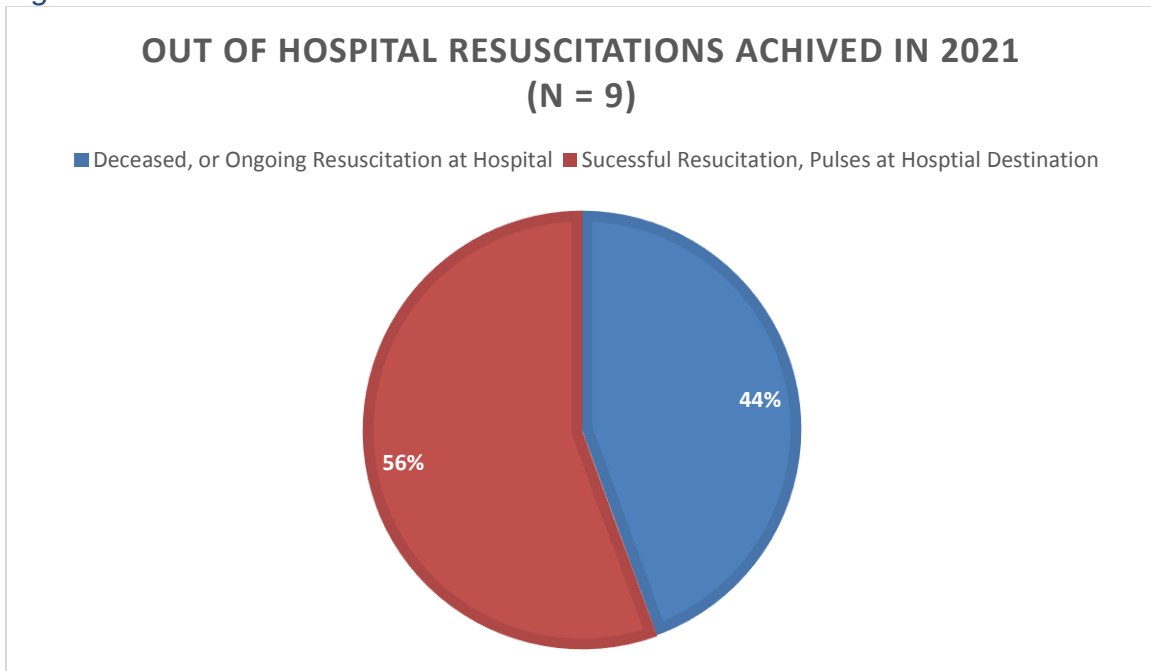
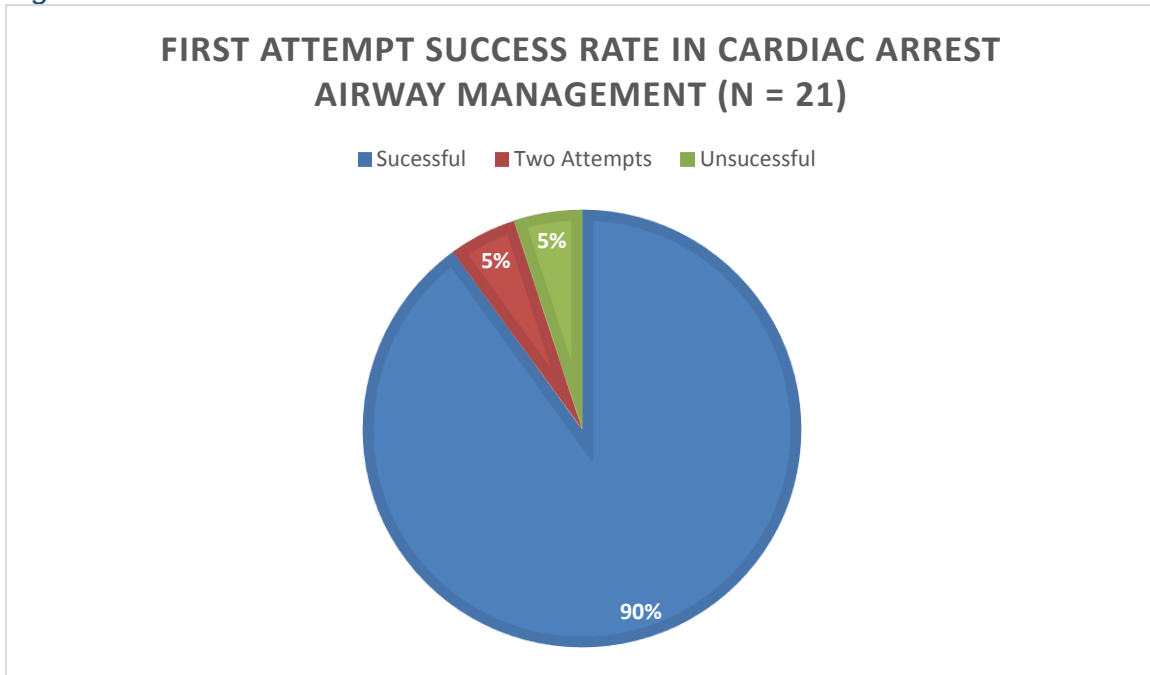


Figure 2



## EMS Report (Continued)

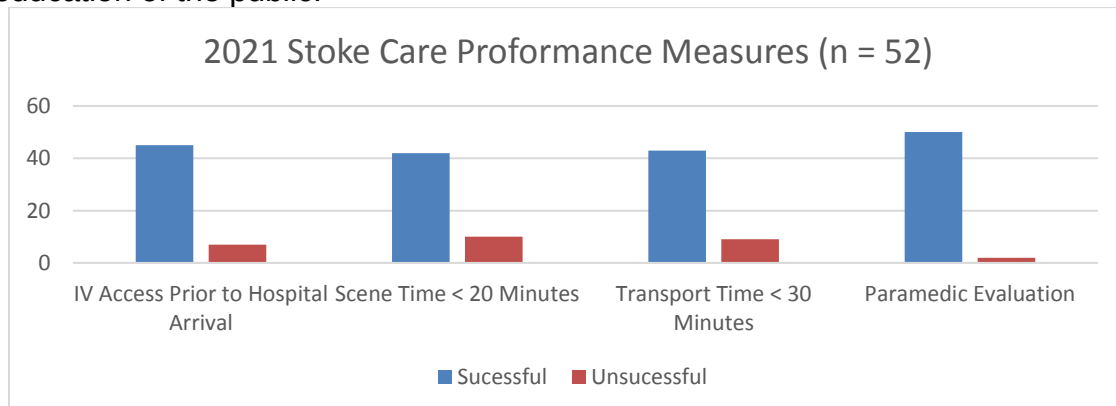
Figure 3



### Performance Analysis; Stroke:

Due to the ageing population within Mequon, EMS is seeing increased numbers of age-related conditions with a high morbidity and mortality. Stroke is a common field diagnosis for a critical medical patient in Mequon. These patients require prompt recognition, treatment of life threatening cardiac dysrhythmias or airway compromise, and rapid transport to capable stroke center with an ambulance crew of two to three EMS providers.

The goal with EMS stroke care is improving outcomes and quality of meaningful life through progressive treatments, recognition, prompt ambulance transport, and education of the public.

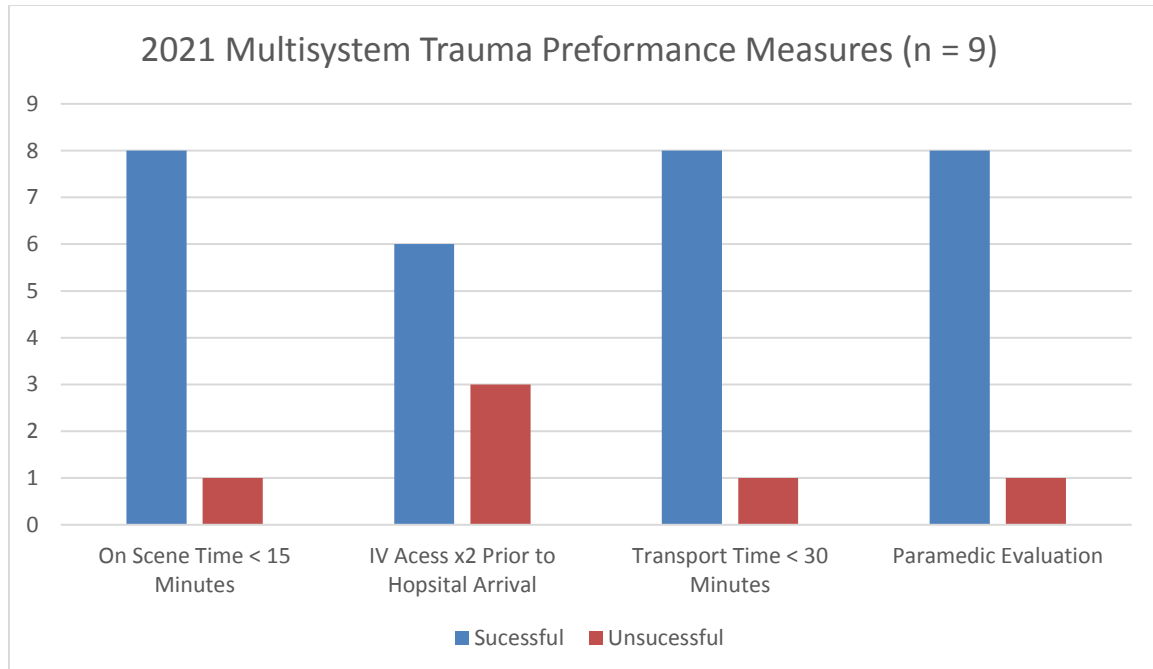


## EMS Report (Continued)

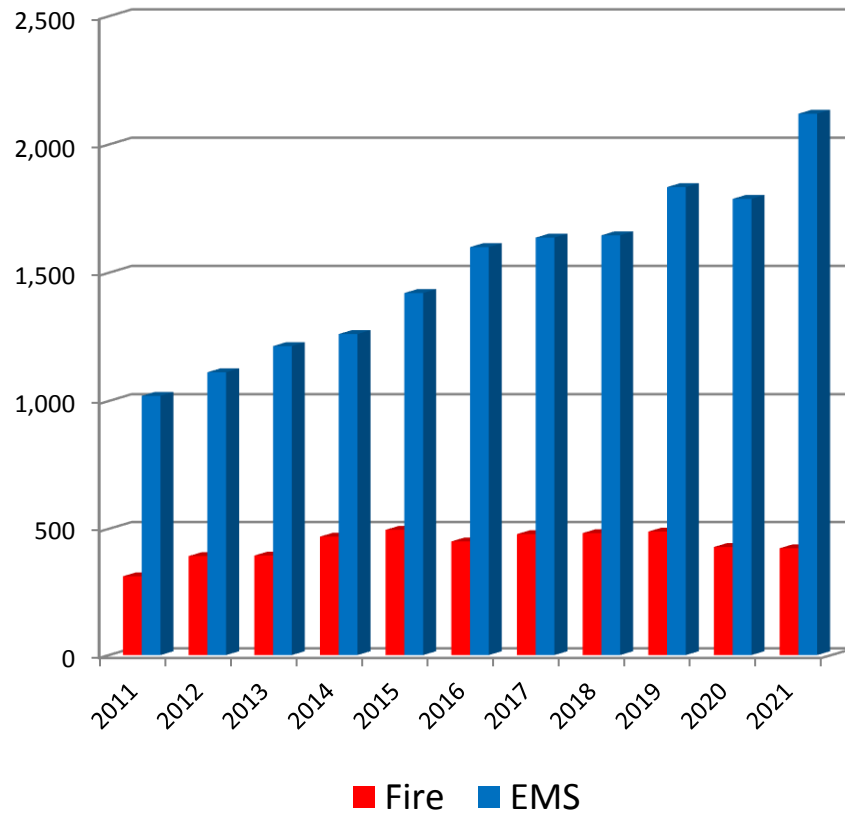
### Performance Analysis; Major Traumatic Injuries:

Trauma is one of the leading causes of accidental prehospital mortality. The largest cause of trauma in the City of Mequon is falls from ground or low level. However, multisystem major trauma is of particular interest to EMS because the recognition, management of life-threatening injuries, and rapid transport to a trauma center are all required to improve outcomes and reduce mortality.

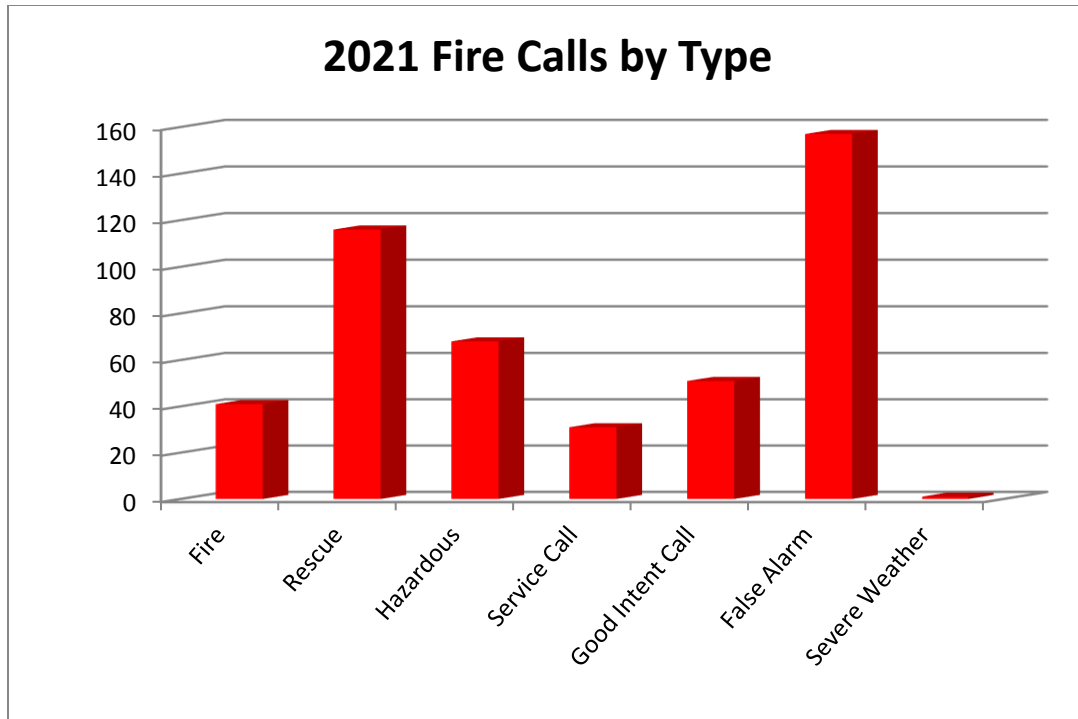
Generally, these goals are accomplished by getting a transporting unit to the scene with paramedics as quickly as possible, as well as ensuring the competence and experience of paramedic providers in the management of complex trauma patients.



## Fire and EMS Calls 10 Year Comparison



|      |     |       |       |
|------|-----|-------|-------|
| 2011 | 312 | 1,020 | 1,332 |
| 2012 | 392 | 1,112 | 1,504 |
| 2013 | 394 | 1,214 | 1,608 |
| 2014 | 469 | 1,261 | 1,730 |
| 2015 | 496 | 1,421 | 1,917 |
| 2016 | 450 | 1,600 | 2,050 |
| 2017 | 479 | 1,637 | 2,116 |
| 2018 | 483 | 1,646 | 2,129 |
| 2019 | 489 | 1,834 | 2,323 |
| 2020 | 428 | 1,788 | 2,216 |
| 2021 | 423 | 2,120 | 2,543 |



### Types of Fire Calls

**Fire** = includes structures, vehicles, dumpsters and grass or brush fires.

**Rescue** = motor vehicle accident with extrication, rescue or EMS standby, search and rescue on land and water or ice rescue.

**Hazardous Condition** = flammable liquid spill, gas leak, chemical spill, overheated equipment, power line down and arcing electrical equipment.

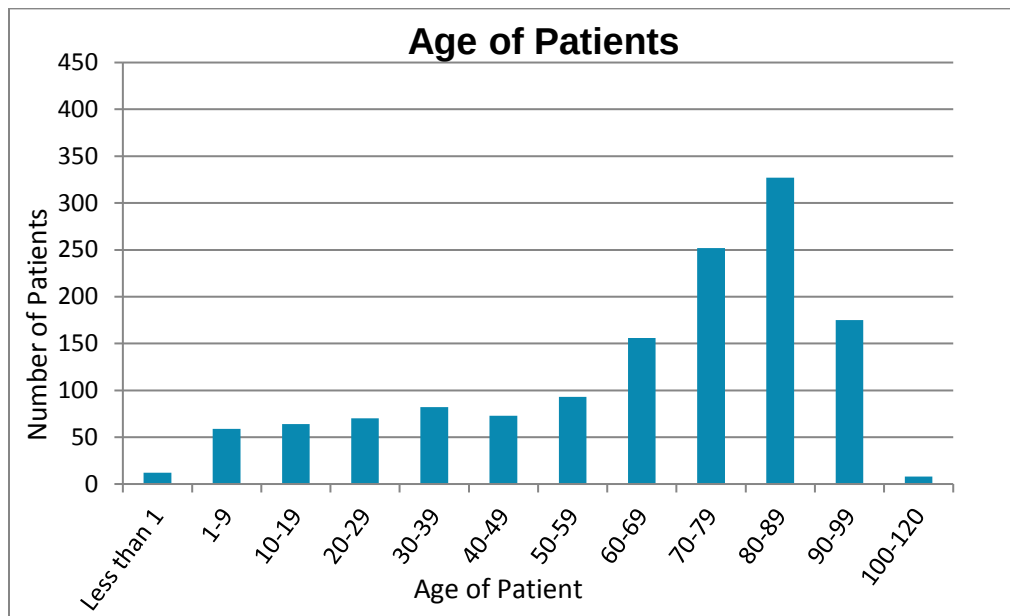
**Service Call** = water problem, smoke or odor removal, cover assignment for another fire department.

**Good Intent Call** = dispatched to an alarm and canceled en route.

**False Alarm** = false fire alarm or carbon monoxide alarm due to system malfunction or unintentional transmittal.

**Severe Weather** = lightning strike or storm-related

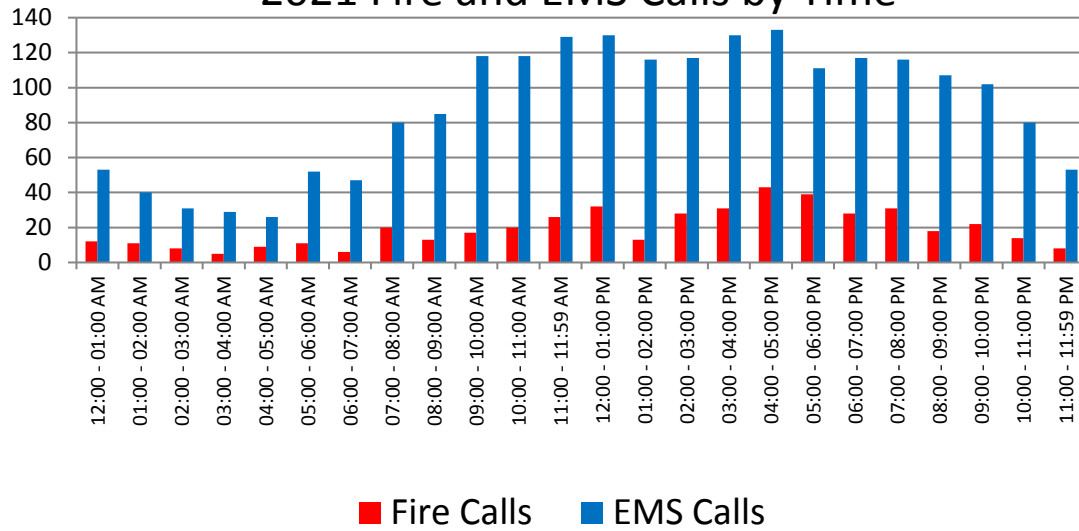
## 2021 Age of Patients



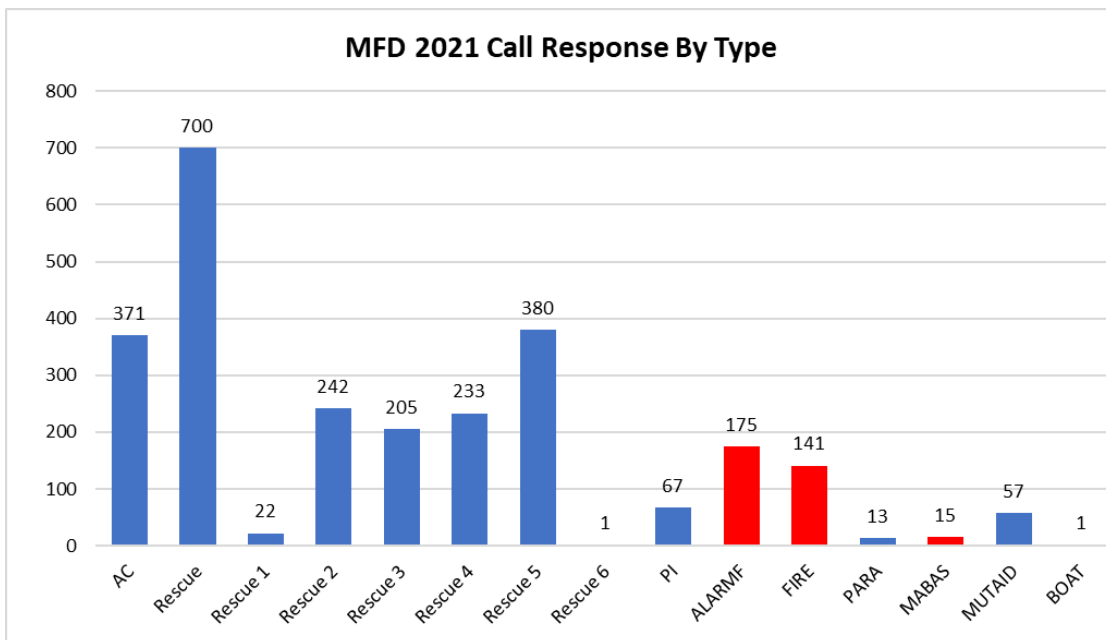
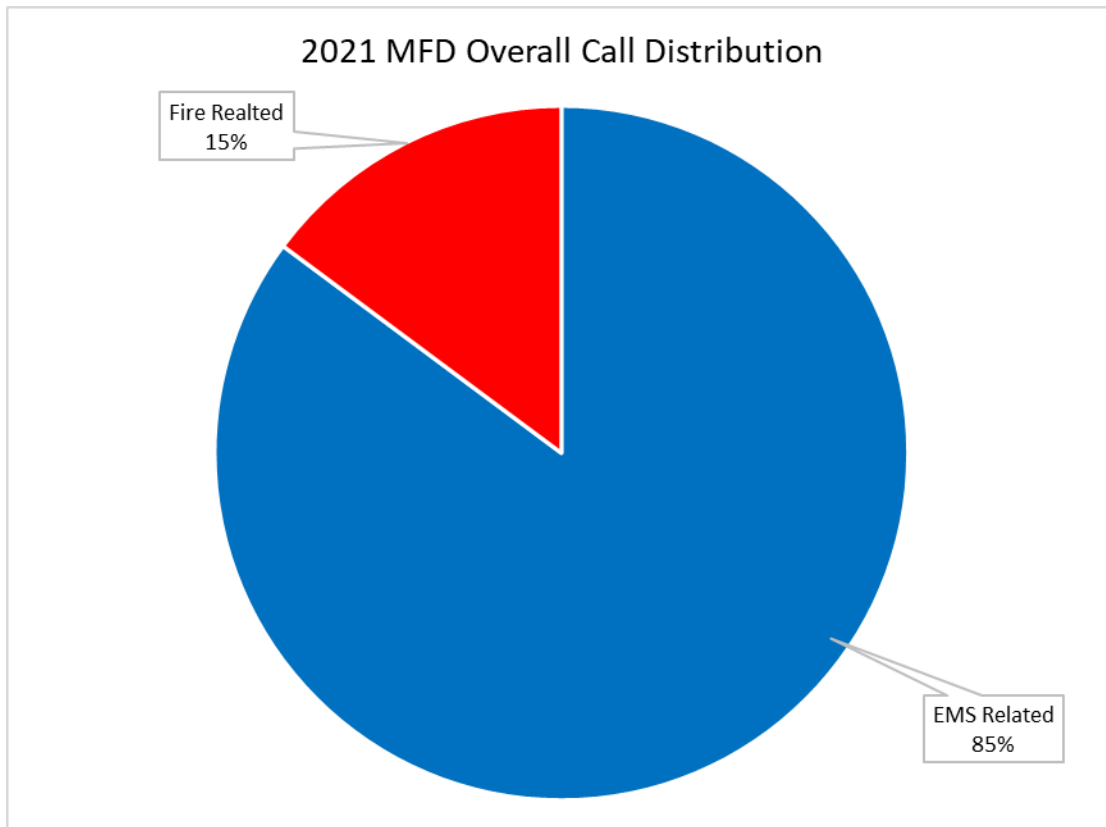
## HOSPITAL DESTINATIONS FOR 911 CALLS 2021

| Hospital Destinations         |       |
|-------------------------------|-------|
| Columbia St Mary's Ozaukee    | 860   |
| No Transport /Other           | 838   |
| Aurora Medical Center Grafton | 291   |
| Froedtert Memorial Hospital   | 41    |
| Community Memorial Hospital   | 35    |
| Children's Hospital           | 31    |
| St Mary's Milwaukee           | 13    |
| VA Medical Center             | 6     |
| St Luke's Medical Center      | 5     |
| Total                         | 2,120 |

## 2021 Fire and EMS Calls by Time



| Time             | Fire Calls | EMS Calls |
|------------------|------------|-----------|
| 12:00 - 01:00 AM | 6          | 53        |
| 01:00 - 02:00 AM | 5          | 40        |
| 02:00 - 03:00 AM | 3          | 31        |
| 03:00 - 04:00 AM | 7          | 29        |
| 04:00 - 05:00 AM | 8          | 26        |
| 05:00 - 06:00 AM | 9          | 52        |
| 06:00 - 07:00 AM | 14         | 47        |
| 07:00 - 08:00 AM | 17         | 80        |
| 08:00 - 09:00 AM | 19         | 85        |
| 09:00 - 10:00 AM | 15         | 118       |
| 10:00 - 11:00 AM | 22         | 118       |
| 11:00 - 11:59 AM | 25         | 129       |
| 12:00 - 01:00 PM | 21         | 130       |
| 01:00 - 02:00 PM | 20         | 116       |
| 02:00 - 03:00 PM | 18         | 117       |
| 03:00 - 04:00 PM | 26         | 130       |
| 04:00 - 05:00 PM | 32         | 133       |
| 05:00 - 06:00 PM | 25         | 111       |
| 06:00 - 07:00 PM | 33         | 117       |
| 07:00 - 08:00 PM | 26         | 116       |
| 08:00 - 09:00 PM | 24         | 107       |
| 09:00 - 10:00 PM | 22         | 102       |
| 10:00 - 11:00 PM | 16         | 80        |
| 11:00 - 11:59 PM | 10         | 53        |



# Response Times to Fire and EMS Calls

## 2021 Call Type Analysis

This section of the report will provide a graphical analysis of the primary types of calls the City of Mequon Fire Department responded to in 2021. The analysis focuses on the number and types of calls, the time it takes the dispatch center to process the calls, and the amount of time it takes for the first fire unit to arrive on scene. The data is presented in the common average format and the more industry specific benchmarking method of 90<sup>th</sup> percentile.

As an industry the Fire and Emergency Medical Services providers have adopted the use of performance measurement based on the 90<sup>th</sup> percentile performance of an organization in a specific category over the use of average based measurement metrics. Use of the 90<sup>th</sup> percentile measure has many analytical benefits in place of an average measurement. The primary benefit is an organization is presenting data that represents how they perform 90% of the time as opposed to the use of an average which in essence shows the performance 50% of the time.

The 90<sup>th</sup> percentile performance is delivered and is plotted against an average measurement of the same item. By doing so a visualize gap is created between the two benchmarks. In general, the closer the two data points are to each other the better in control a process is and the more predictably repetitive the performance will be in that category. The further apart the average and 90<sup>th</sup> percentile performance appear from each other the more unstable and unpredictable the performance will be in this category.

As the Mequon Fire Department takes on the task of quantitatively measuring its performance and examining analytically how effective the organization is, the organization can apply that knowledge and focus efforts on improving in specific area where the performance is less than expected. By continually measuring performance and understanding the factors that influence it for better or worse the organization can determine what changes and adjustments are most effective and efficient at improving performance.

What is not presented in this year's report are benchmarks or targets of where the organization would like the performance to be for a given category. The application of benchmarks or targets for improvement are only relevant once an organization understands where they are initially. This first round analysis is the preliminary step in determining where the future benchmarks should be set.

In many cases when organizations begin benchmarking and analyzing their performance in a quantitative manner the organization finds the data collection mechanisms in place are inadequate or are lacking in accuracy or existence all together. This preliminary analysis of the Mequon Fire data pool has revealed that some of those data inadequacies for this organization. Substantial effort going forward will be needed to ensure that accurate performance measurements are

## Response Times to Fire and EMS Calls (Continued)

being captured and recorded to ensure the pool of data is accurate and truly reflective of the organization and its performance.

### Call Types and Performance Data

Each time the Fire Department is requested the process of responding begins in the dispatch center where a Call For Service (CFS) is generated by the dispatcher within the Computer Aided Dispatch system. When the dispatcher center is alerted to a need for the fire department a specific type of CFS code is entered into the computer and a call is “created”. Generally, a call will be Medical in nature and require EMS resources, or the call will require a fire type response, and sometimes both Fire and EMS resources will be needed.

### Medical Emergency CFS Codes

Medical Emergencies are most often classified as Rescue Calls in the CAD system and the level of acuity is assigned by the CAD system after the dispatcher asks the 911 caller a series questions designed to quickly find out how severe a medical emergency is. Rescue Calls when most severe and immediately life threatening are coded as Rescue 1 calls. The least life threatening calls to 911 are classified as a Rescue 5 level call. In between those two levels are Rescue 2, 3, and 4 level calls.

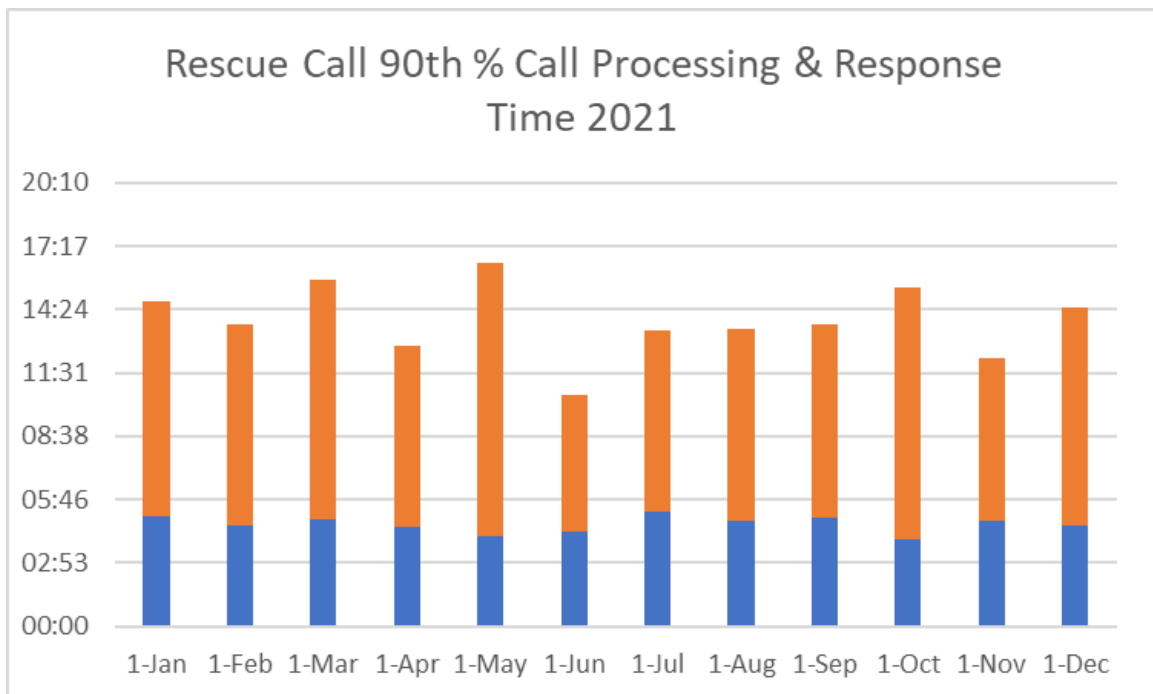
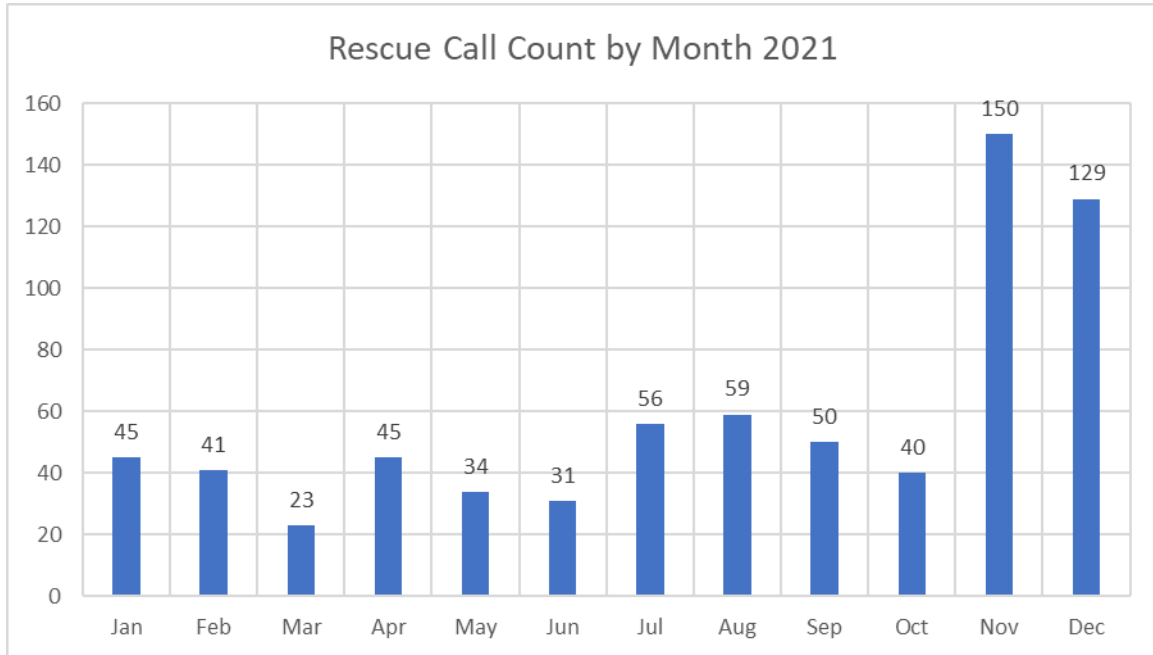
### Fire Emergency CFS Codes

The three most prominent codes are Alarm of Fire, Fire and MABAS. The first, “Alarm of Fire” is just that, the dispatch center has received a notification from an alarm company that an alarm has been activated and the fire department is being requested to investigate the cause of the alarm. The second Fire CFS code is “FIRE” and it is employed any time the dispatcher receives information that there is possibly a fire at a location or there are actually visible signs of an active fire. The other primarily Fire related CFS Code is MABAS which is an abbreviation for a mutual aid system in place between communities.

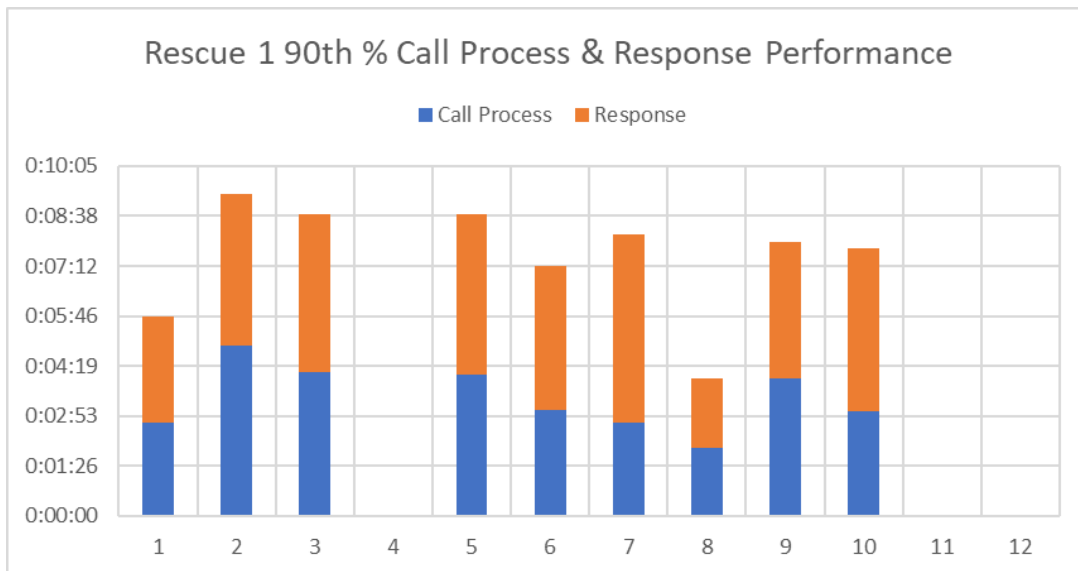
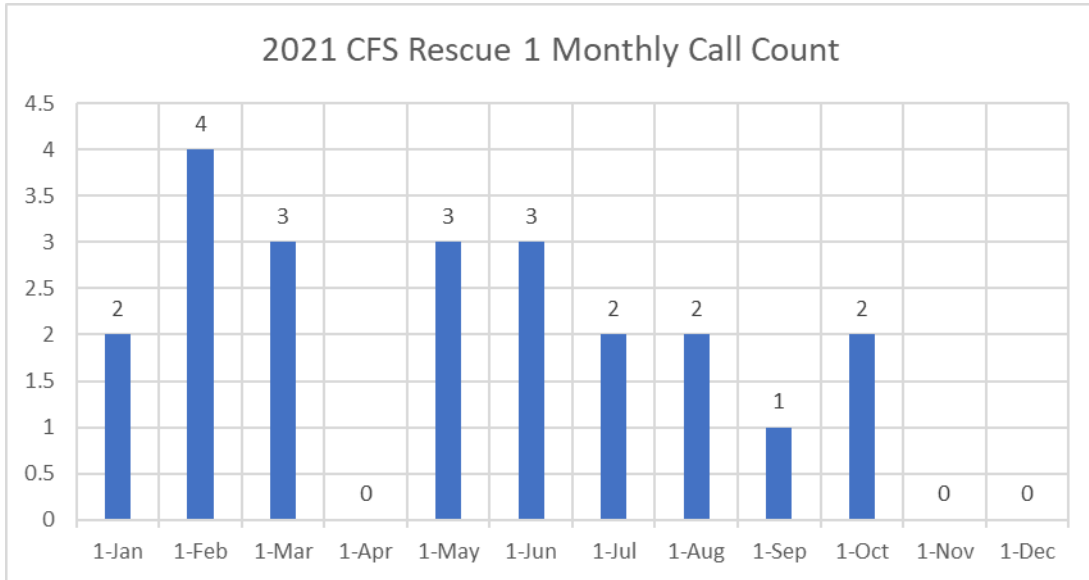
### The “RESCUE” CFS

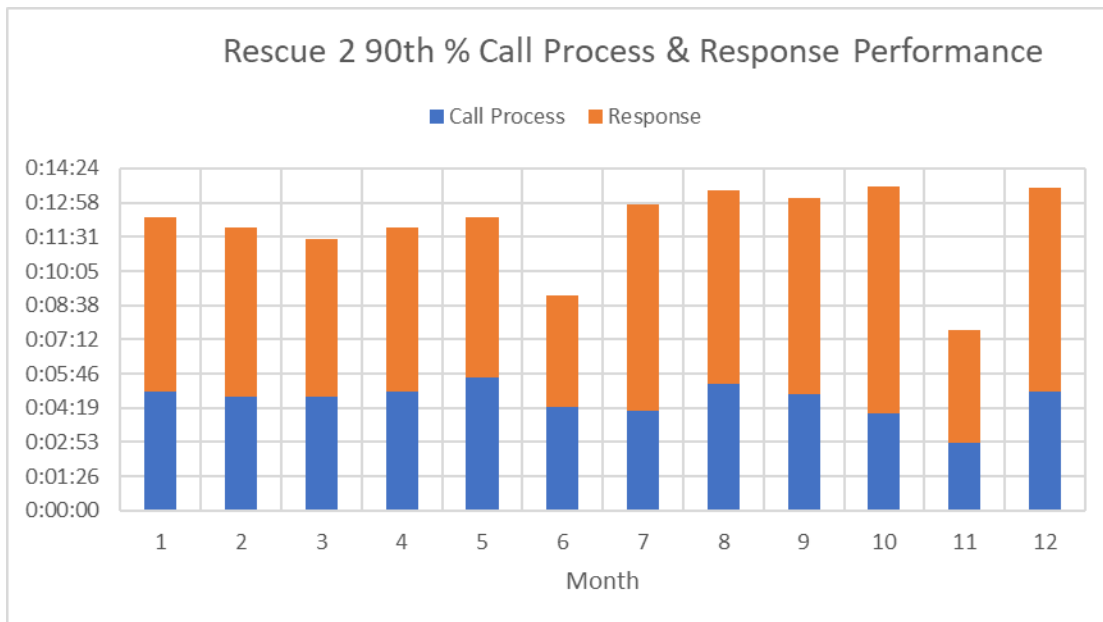
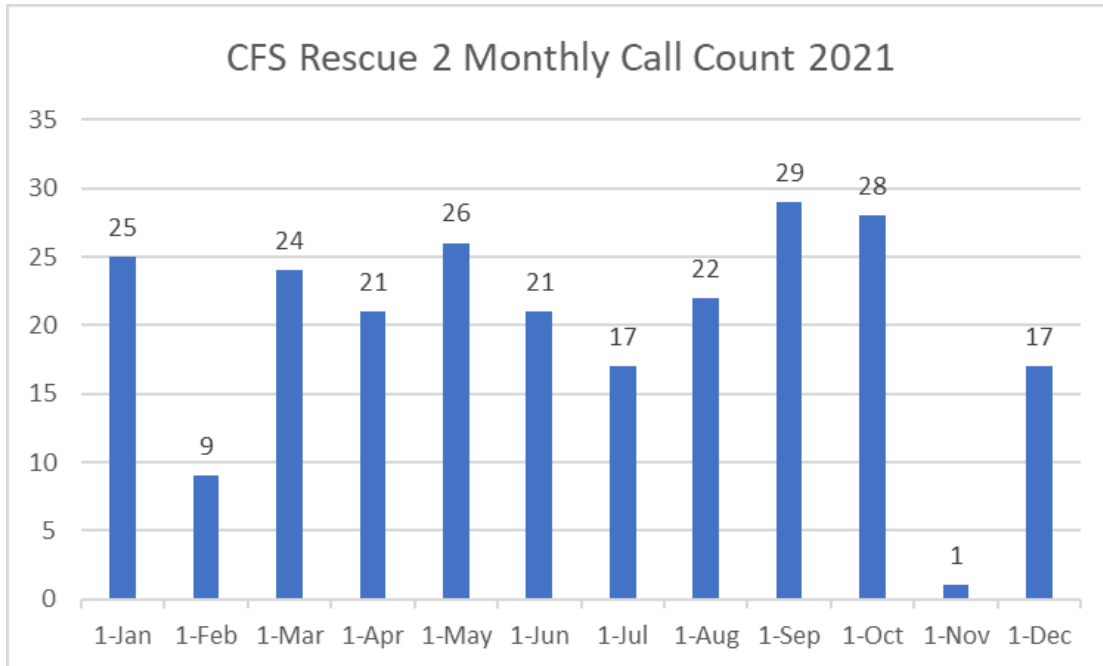
In an ideal set of circumstances, all requests for Emergency Medical Services would be classified in the CAD system by dispatchers in the Rescue 1 – Rescue 6 categories before being transmitted to the Fire Department. This classification 1-6 helps responders define the level of the medical emergency and to know what equipment and resources may be required and at what rate they should be delivered. Unfortunately, this classification is not always able to be performed by the dispatcher and as a result the call remains coded as simply a “RESCUE” CFS in the CAD system. This analysis revealed that energy must be put into ensuring that all reasonable efforts are made by the dispatchers to appropriately code the calls.

## CFS “RESCUE” Data

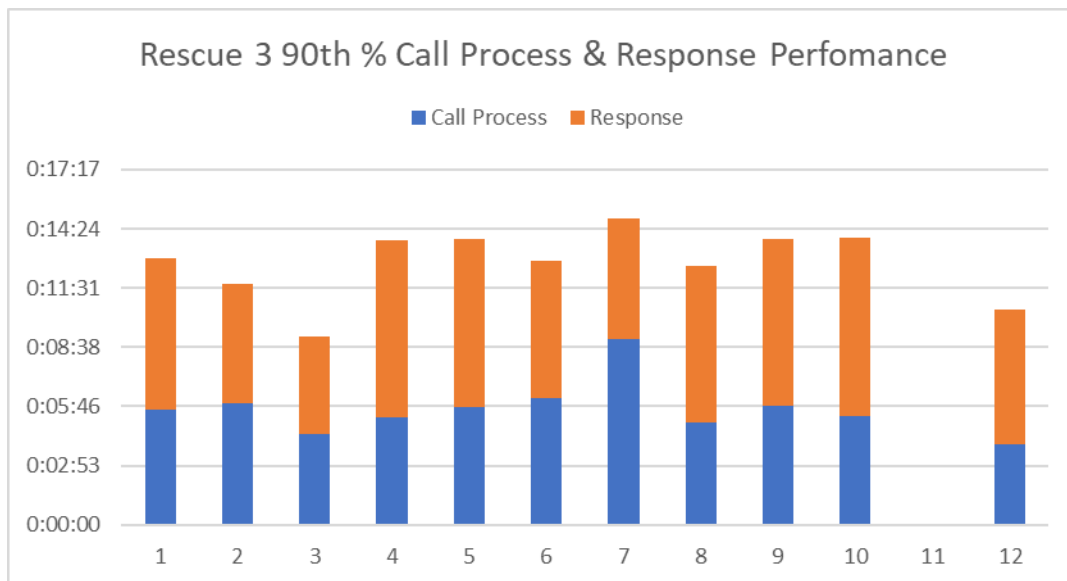
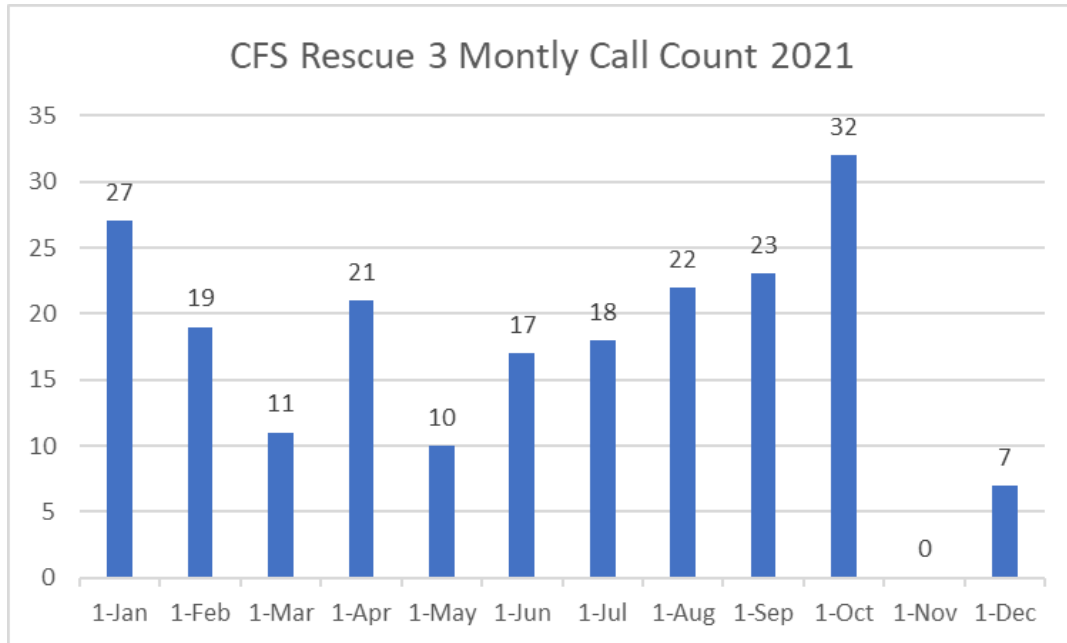


**CFS “RESCUE 1”** – The most severe and life-threatening medical call level.

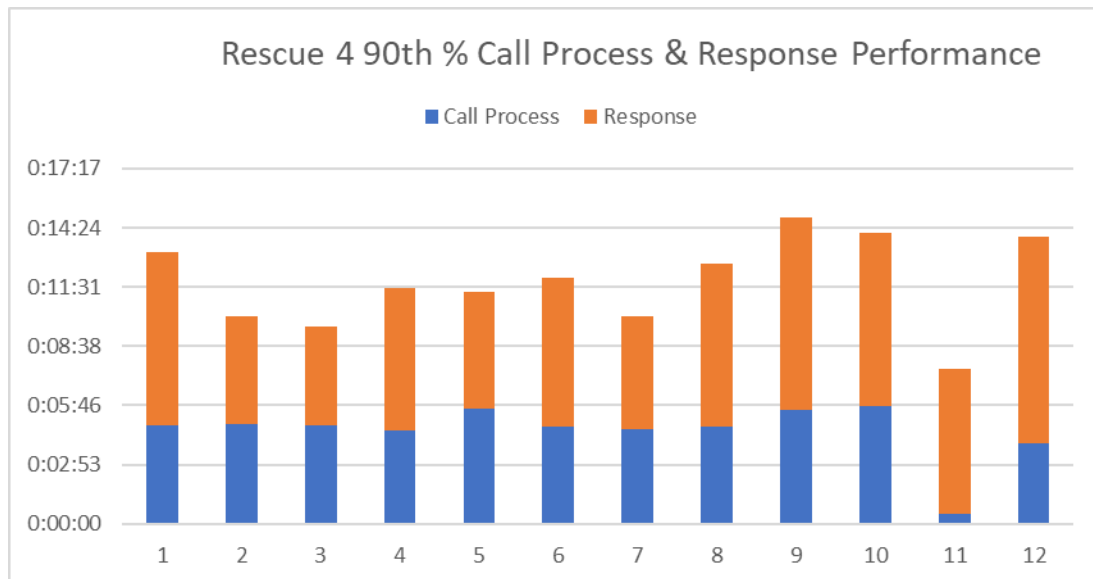
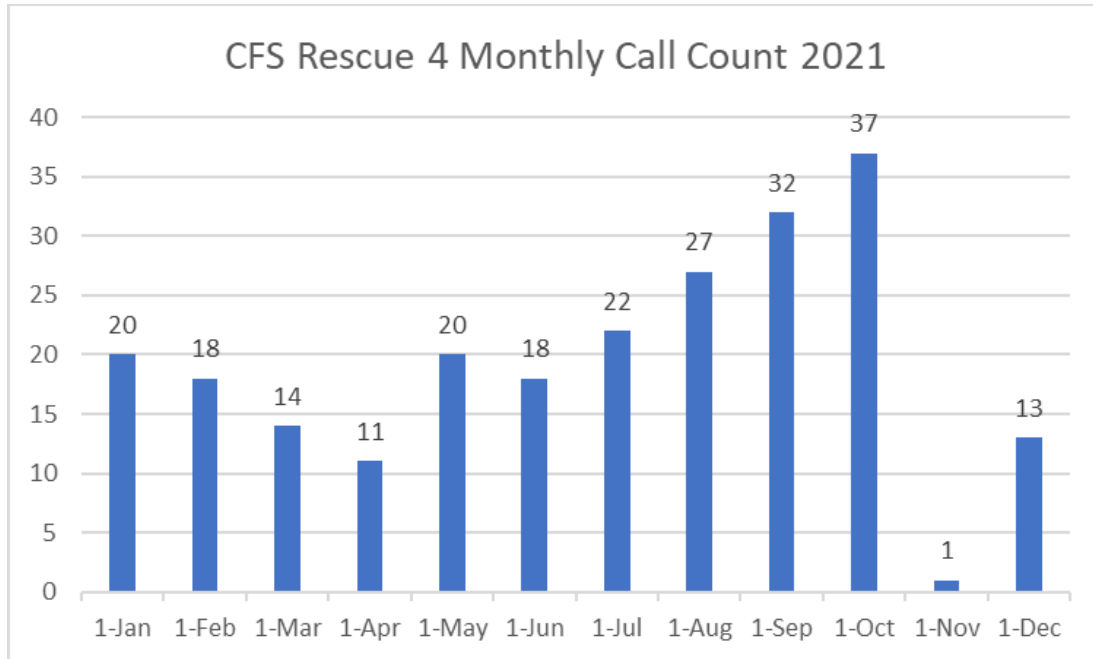


**CFS “RESCUE 2”**

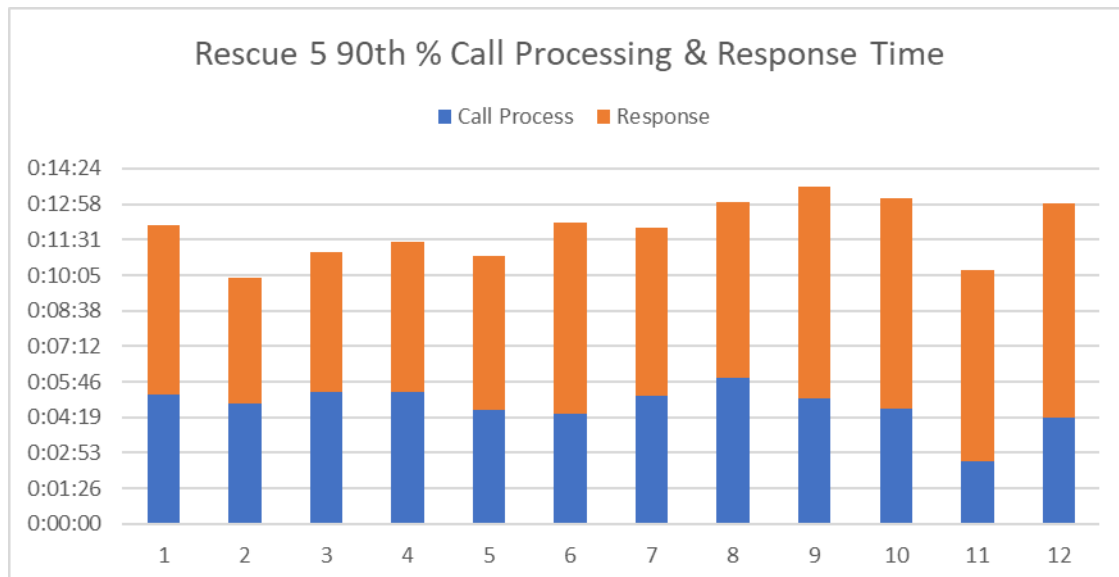
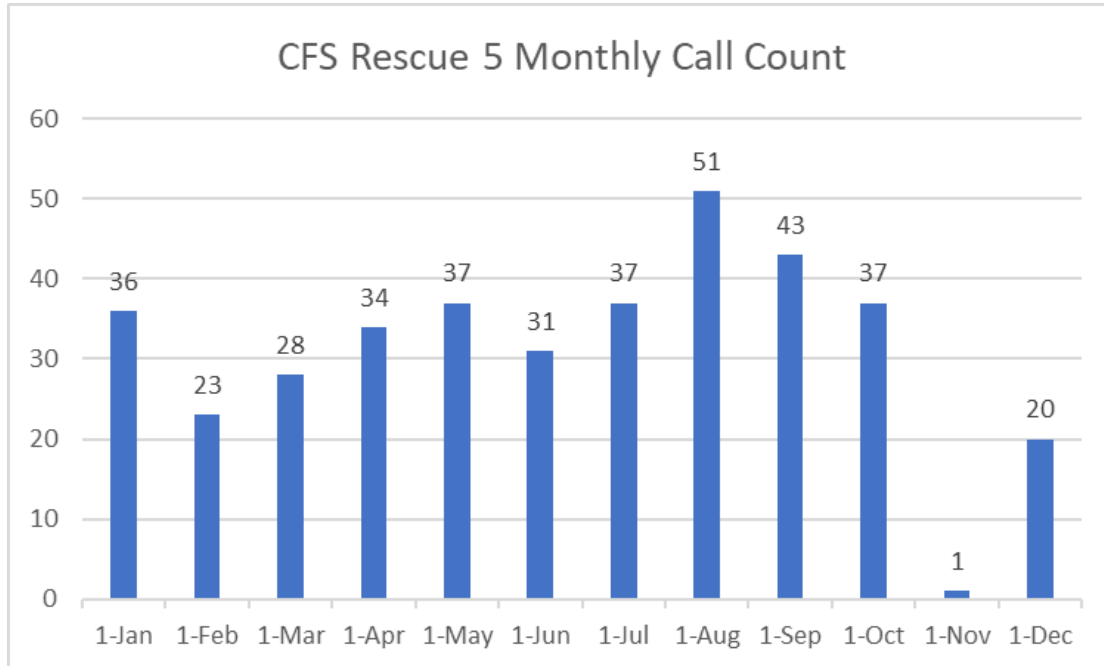
### CFS “Rescue 3”



## CFS “RESCUE 4”

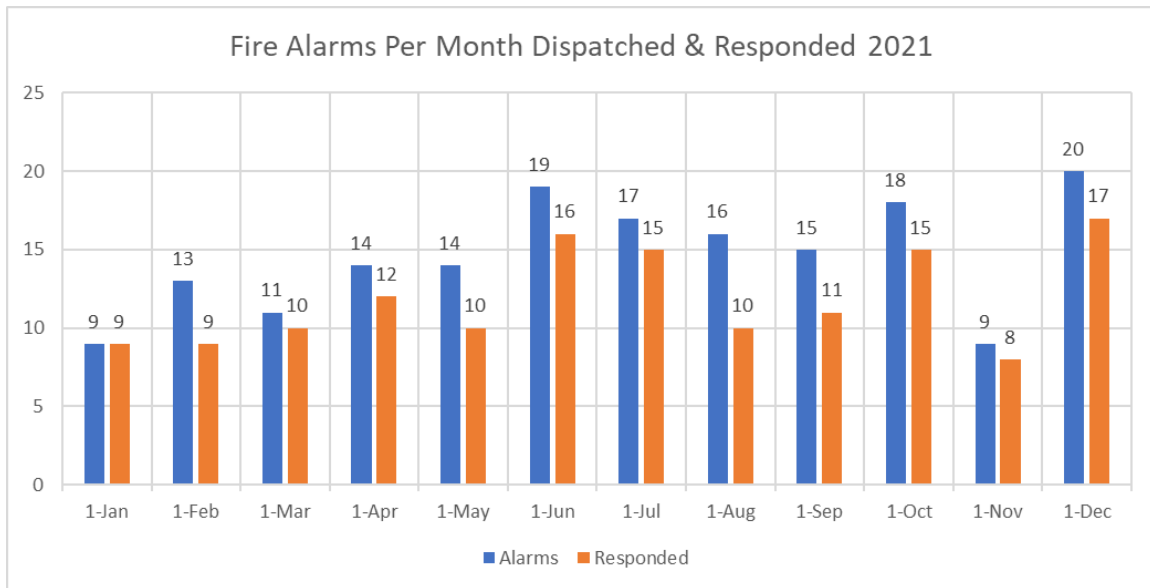


## CFS “Rescue 5”

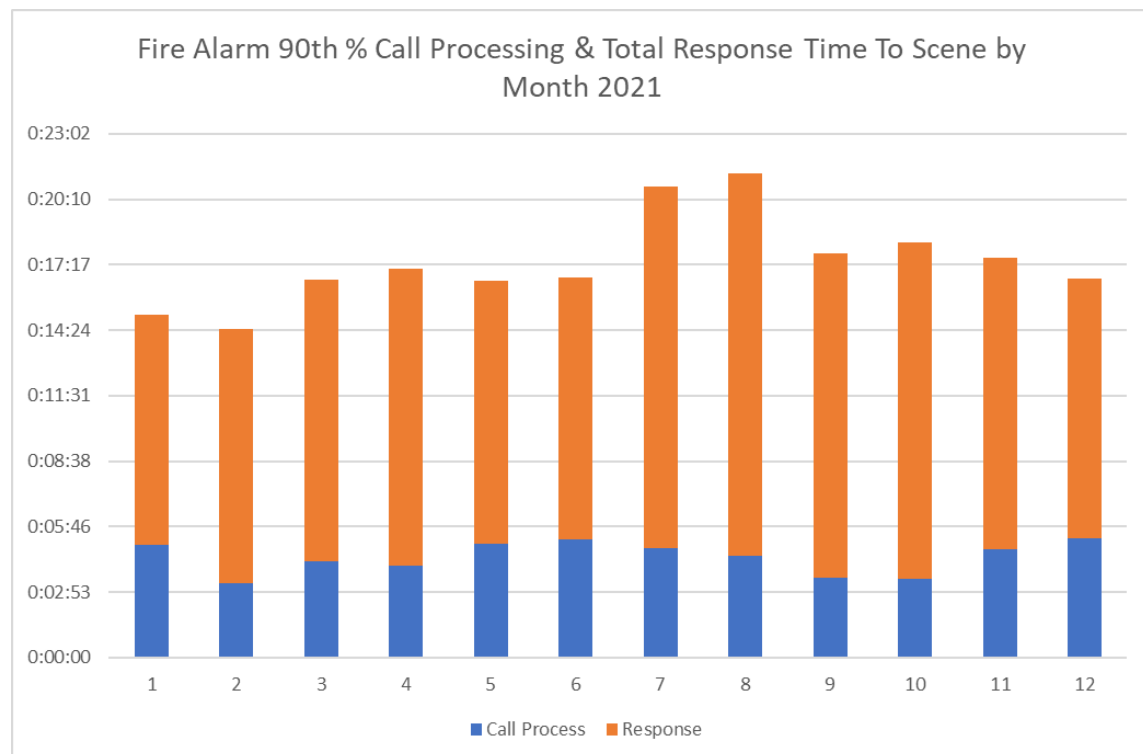


\*There is no analysis of the Rescue 6 level calls as there was only one call in all of 2021 coded as a Rescue 6 level.

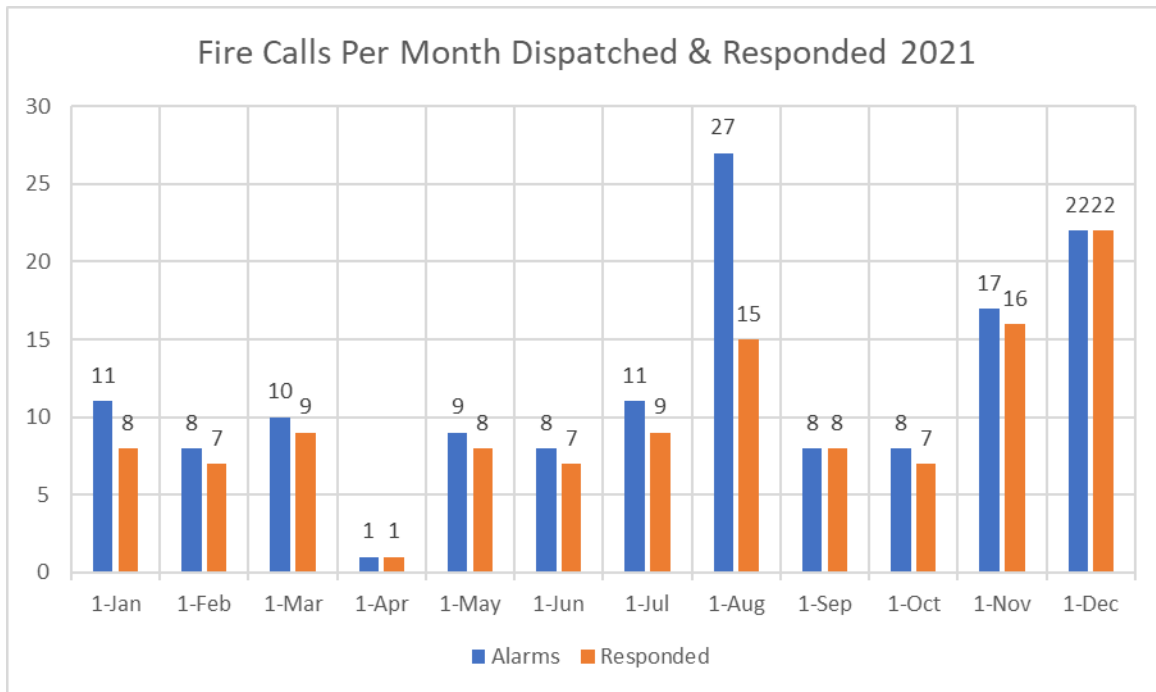
**CFS “FALARM”** – This is the CFS used when the report of a Fire Alarm activation is received.



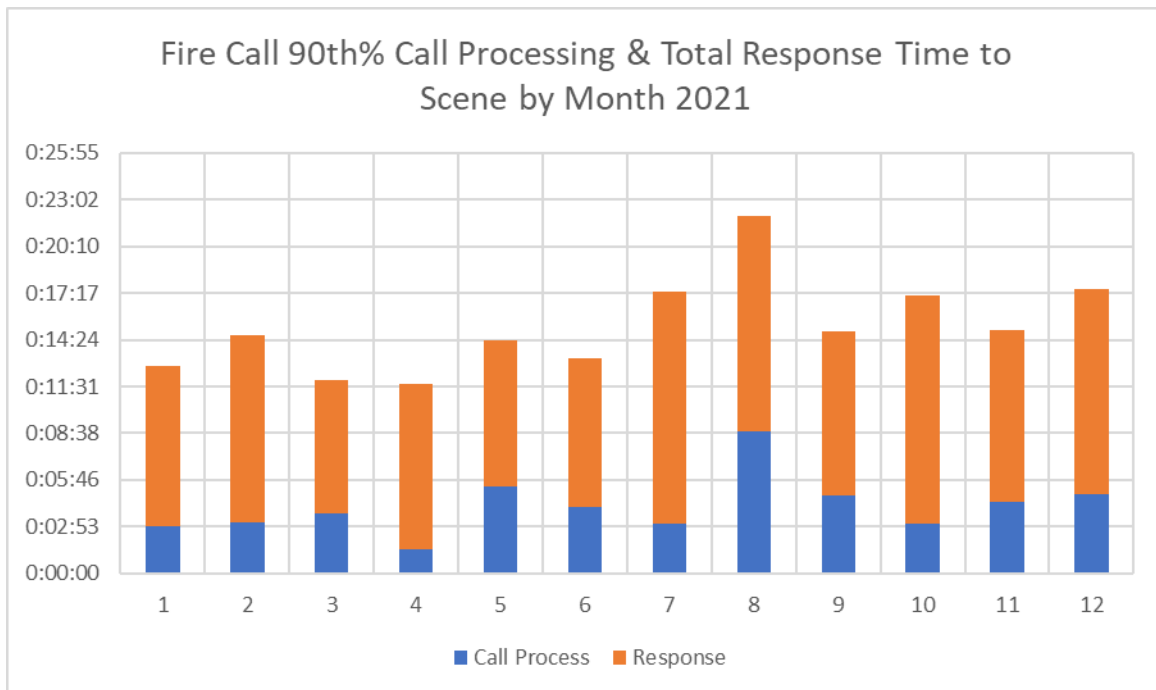
There are two columns for each month because frequently Fire Alarm Calls are cancelled before MFD resources respond to the scene. A police unit can arrive on scene and verify there is no fire or need for MFD resources or the alarm company can call back and cancel the response when they have verified that there is no need.



**CFS “FIRE”** - This is the CFS used when the creditable report of a possible or actual Fire is received.



As with Fire Alarms, there are occasions when a Fire response is requested, but the response is canceled before any MFD resources respond to the scene.



This analysis revealed that as configured now the MFD CAD system is not able to capture the enroute and arrival times of any responding apparatus beyond the first fire or EMS apparatus on scene. This is a limitation that should be addressed soon to ensure that the department is able to identify and quantify the arrival of subsequent apparatus to the scene of an incident.

# Mequon Fire Department - Years of Service Roster

## Fire Chief

David Bialk (15)\*

## Deputy Chief

Kurt Zellmann (2) (P)

## Battalion Chiefs

Christopher Ackley (H)(P)

Brandon Boettcher (H)(P)

Matthew Schneider (8)(P)

## Lieutenants

Charles Neman, Jr. (32)\*

Nicholas Boehlke (18)\*

Jeremiah Bradley (12)\*

## Motor Pump Operators

Charles Stegeman (21)\*

Cory Stuetgen (20)\*

Ryan Bialk (14) (P)

Josh Lipp (12) (P)

Quantavious Tucker (11)\*

Amy Boll (10) (P)

Brian Kendzor (10)

Gregory Gilles (8) (P)

Brian James (8)\*

Wesley Reimer (8) (P)

A. Diamantopoulos (7) (P)

Rick Lemke (6)\*

Ryan Spradlin (5) (P)

Jacob Evaska (3) (P)

Jon Wood (2)

Brandon Bogan (5)\*

Nicholas Salerno (1)\*

Antonio Salerno (1)\*

Justin Klis (H) (P)

## Emergency Medical Technicians

Carol Barthel (40)\*

Megan Gellert (8)\*

Elizabeth Bart (7)\*

Bailey Leeson (5)\*

Dean Knauss (3)\*

Kim Konkel (2)\*

Emily Karls (2)\*

Erika Christiansen (1)\*

Ethan Natzke (1)\*

David Schlageter (1)

Shelly Joy Schmelzer (H)\*

Jessica Gold (H)\*

Claire Duwell (H)\*

Madison Eggert (H)\*

Erin Koerner (H) (P)

Caleb Wardenburg (H)\*

Craig Wheeler (H)\*

Aaron Sherman (H)\*

Nick Margrett (H)\*

Emily Van Why (H)\*

## Firefighters

Steve Klocko (29)

Marco Zach (17)

Tyler Youngbeck (9)\*

Melissa Bradley (8)\*

Heather Krueger (5) (P)

Mackenzie Szeszol (5) (P)

Samuel Goldner (3)\*

Alex Knaus (3) (P)

Sarah Baker (2)\*

Jameson Czarnecki (2) (P)

Laura Cecil (1)\*

Dylan Neman (1)

Steve Plautz (1)\*

Bryan Rech (1)

Eric Baugher (1)

Charles Zelensky (H)\*

## Interns

Daniel Santiago

Caden Mallas

Brandon Glaeser

Kyle Mitchell

Mason Petrick

Kristopher Peters

## Retired/Resignations

Deputy Chief David Depies (36)\*

Scott Krueger (5)\*

Craig Rebello (1)

Amber Mustoe (1)\*

Humberto Hernandez (1)\*

Robert Bell (1) (P)

Captain John Pipkorn (34) (P)

Benjamin Wingers (3)\*

Michael Dietzen (1)

Ernesto Campos (H)\*

Moises Reyes (H) \*

Ryan Buyeske (H)\*

Clint King (7)\*

Caitlin Krieg (3)\*

Andrew Novak (1)

Deonte Pettis(H)\*

Lauren Wolfrath (H)\*

Abbey Walter (H)

Morgan Kropidlowski (H)\*

**EMT Certified \* Paramedic (P) Hired in 2021 (H)**

**WORKOUT  
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FIRE  
RESCUE  
1933**

Everyone is needed: men and women, EMTs and Firefighters

Everyone is needed: men and women, EMTs and Firefighters

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MEQUON-THIENSVILLE JOINT FIRE/EMS FINANCIAL FORECAST: 2022-2027 (April 7, 2022)

| EXPENDITURES                              |               |             |             |             |             |             |             |
|-------------------------------------------|---------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Position                                  | Hours         | 2022        | 2023        | 2024        | 2025        | 2026        | 2027        |
| Fire Chief                                | 40/Week       | \$185,878   | \$191,454   | \$197,198   | \$203,114   | \$209,207   | \$215,483   |
| Deputy Fire Chief                         | 40/Week       | \$138,848   | \$143,013   | \$147,304   | \$151,723   | \$156,275   | \$160,963   |
| Administrative Assistant                  | 26/Week       | \$38,045    | \$39,186    | \$40,362    | \$41,573    | \$42,820    | \$44,104    |
| Battalion Chief                           | 2,920/Year    | \$114,747   | \$118,189   | \$121,735   | \$125,387   | \$129,149   | \$133,023   |
| Battalion Chief                           | 2,920/Year    | \$136,616   | \$140,715   | \$144,936   | \$149,284   | \$153,763   | \$158,376   |
| Battalion Chief                           | 2,920/Year    | \$132,320   | \$136,290   | \$140,379   | \$144,590   | \$148,928   | \$153,395   |
| Captain (Intercept Program/Swing BC)      | 40 Hours/Week | \$106,955   | \$110,164   | \$113,469   | \$116,873   | \$120,379   | \$123,991   |
| Firefighter/Paramedic (Mequon Conversion) | 2,920/Year    | \$84,223    | \$92,412    | \$101,188   | \$110,632   | \$120,558   | \$129,687   |
| Firefighter/Paramedic (Mequon Conversion) | 2,920/Year    | \$108,820   | \$117,630   | \$120,624   | \$124,242   | \$127,970   | \$131,809   |
| Firefighter/Paramedic (Mequon Conversion) | 2,920/Year    | \$108,820   | \$117,630   | \$120,624   | \$124,242   | \$127,970   | \$131,809   |
| Firefighter/Paramedic (M-T Merger)        | 2,920/Year    | \$84,223    | \$92,412    | \$101,188   | \$110,632   | \$120,558   | \$129,687   |
| Firefighter/Paramedic (M-T Merger)        | 2,920/Year    | \$96,522    | \$105,019   | \$114,142   | \$123,979   | \$127,698   | \$131,529   |
| Firefighter/Paramedic (M-T Merger)        | 2,920/Year    | \$109,614   | \$118,111   | \$127,234   | \$137,071   | \$141,183   | \$145,419   |
| Firefighter/Paramedic (Ozaukee County)    | 2,920/Year    |             | \$98,622    | \$107,665   | \$114,141   | \$120,623   | \$124,242   |
| Firefighter/Paramedic (Ozaukee County)    | 2,920/Year    |             | \$98,622    | \$107,665   | \$114,141   | \$120,623   | \$110,707   |
| Firefighter/Paramedic (Ozaukee County)    | 2,920/Year    |             | \$111,714   | \$120,757   | \$127,234   | \$133,715   | \$137,727   |
| Firefighter/Paramedic (Year 2 Hires)      | 2,920/Year    |             |             | \$101,188   | \$107,665   | \$114,141   | \$120,623   |
| Firefighter/Paramedic (Year 2 Hires)      | 2,920/Year    |             |             | \$101,188   | \$107,665   | \$114,141   | \$120,623   |
| Firefighter/Paramedic (Year 2 Hires)      | 2,920/Year    |             |             | \$114,281   | \$120,757   | \$127,234   | \$133,715   |
| Firefighter/Paramedic (Year 3 Hires)      | 2,920/Year    |             |             |             | \$103,960   | \$110,632   | \$117,302   |
| Firefighter/Paramedic (Year 3 Hires)      | 2,920/Year    |             |             |             | \$103,960   | \$110,632   | \$117,302   |
| Firefighter/Paramedic (Year 3 Hires)      | 2,920/Year    |             |             |             | \$117,053   | \$123,724   | \$130,395   |
| Firefighter/Paramedic (Year 4 Hires)      | 2,920/Year    |             |             |             |             | \$106,816   | \$113,687   |
| Firefighter/Paramedic (Year 4 Hires)      | 2,920/Year    |             |             |             |             | \$106,816   | \$113,687   |
| Firefighter/Paramedic (Year 4 Hires)      | 2,920/Year    |             |             |             |             | \$119,909   | \$126,780   |
| Firefighter/Paramedic (Year 5 Hires)      | 2,920/Year    |             |             |             |             |             | \$109,757   |
| Firefighter/Paramedic (Year 5 Hires)      | 2,920/Year    |             |             |             |             |             | \$109,757   |
| Firefighter/Paramedic (Year 5 Hires)      | 2,920/Year    |             |             |             |             |             | \$122,850   |
| Paid on Premises 24/7/365                 |               | \$349,472   | \$352,933   |             |             |             |             |
| Paid on Call 24/7/365                     |               | \$127,768   |             |             |             |             |             |
| Paid on Call 24/7/365                     |               | \$127,768   | \$131,601   | \$135,549   | \$139,616   |             |             |
| Paid on Call 24/7/365                     |               | \$127,768   | \$131,601   | \$135,549   | \$139,616   | \$143,804   |             |
| Fire Call Pay                             |               | \$102,400   | \$102,400   | \$102,400   | \$102,400   | \$102,400   | \$102,400   |
| Training                                  |               | \$100,000   | \$103,000   | \$106,090   | \$90,000    | \$92,700    | \$95,481    |
| Vehicle Checks                            |               | \$19,500    | \$20,085    | \$20,688    | \$21,308    | \$21,947    |             |
|                                           |               |             |             |             |             |             |             |
| Combined Operating Budget                 |               | \$383,319   | \$390,985   | \$398,805   | \$406,781   | \$414,917   | \$423,215   |
| Interns                                   |               | \$30,000    | \$30,900    | \$31,827    | \$32,782    | \$33,765    | \$34,778    |
| Worker's Compensation Insurance           |               | \$15,790    | \$16,264    | \$16,752    | \$17,254    | \$17,772    | \$18,305    |
| Long Term Disability                      |               | \$750       | \$773       | \$796       | \$820       | \$844       | \$869       |
|                                           |               |             |             |             |             |             |             |
| Total                                     |               | \$2,830,166 | \$3,111,725 | \$3,191,582 | \$3,630,494 | \$3,963,613 | \$4,273,478 |
| REVENUES                                  |               |             |             |             |             |             |             |
| Mequon                                    | 2021          | 2022        | 2023        | 2024        | 2025        | 2026        | 2027        |

MEQUON-THIENSVILLE JOINT FIRE/EMS FINANCIAL FORECAST: 2022-2027 (April 7, 2022)

|                                                                                                                                                                                                 |             |             |             |             |             |             |             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Ambulance Revenue (Fees)                                                                                                                                                                        | \$753,441   | \$700,000   | \$735,000   | \$771,750   | \$810,338   | \$850,854   | \$893,397   |
| Paramedic Intercepts                                                                                                                                                                            | \$0         | \$0         | \$0         | \$0         | \$0         | \$0         | \$0         |
| Fire Insurance Dues (2%)                                                                                                                                                                        | \$189,529   | \$198,247   | \$207,367   | \$216,906   | \$226,883   | \$237,320   | \$248,237   |
| Funding Assistance Fees                                                                                                                                                                         | \$7,550     | \$7,650     | \$7,750     | \$7,850     | \$7,950     | \$8,050     | \$8,150     |
| Burn Permits*                                                                                                                                                                                   | \$12,580    | \$12,580    | \$15,725    | \$15,725    | \$15,725    | \$15,725    | \$15,725    |
| Accident Fees*                                                                                                                                                                                  | \$7,245     | \$7,390     | \$7,538     | \$7,688     | \$7,842     | \$7,999     | \$8,159     |
| Fire Fees (Plan Review, Sprinkler Inspections)*                                                                                                                                                 | \$6,982     | \$7,122     | \$7,264     | \$7,409     | \$7,558     | \$7,709     | \$7,863     |
| False Alarms*                                                                                                                                                                                   | \$2,700     | \$2,700     | \$2,700     | \$2,700     | \$2,700     | \$2,700     | \$2,700     |
| Sub-Total                                                                                                                                                                                       | \$980,027   | \$935,689   | \$983,344   | \$1,030,028 | \$1,078,996 | \$1,130,357 | \$1,184,231 |
|                                                                                                                                                                                                 |             |             |             |             |             |             |             |
| Thiensville                                                                                                                                                                                     | 2021        | 2022        | 2023        | 2024        | 2025        | 2026        | 2027        |
| Ambulance Revenue (Fees)                                                                                                                                                                        | \$137,680   | \$144,564   | \$151,792   | \$159,382   | \$167,351   | \$175,718   | \$184,504   |
| Paramedic Intercepts                                                                                                                                                                            | \$35,778    | \$37,567    | \$39,445    | \$41,418    | \$43,488    | \$45,663    | \$47,946    |
| Fire Insurance Dues (2%)                                                                                                                                                                        | \$15,976    | \$16,711    | \$17,480    | \$18,284    | \$19,125    | \$20,004    | \$20,925    |
| Funding Assistance Fees                                                                                                                                                                         | \$5,488     | \$5,488     | \$5,488     | \$5,488     | \$5,488     | \$5,488     | \$5,488     |
| Burn Permits                                                                                                                                                                                    | \$0         | \$0         | \$0         | \$0         | \$0         | \$0         | \$0         |
| Accident Fees                                                                                                                                                                                   | \$0         | \$0         | \$1,000     | \$1,000     | \$1,000     | \$1,000     | \$1,000     |
| Fire Fees (Plan Review, Sprinkler Inspections)                                                                                                                                                  | \$0         | \$0         | \$0         | \$0         | \$0         | \$0         | \$0         |
| False Alarms                                                                                                                                                                                    | \$0         | \$0         | \$0         | \$0         | \$0         | \$0         | \$0         |
| Other (e.g., Fundraising)*                                                                                                                                                                      |             |             |             |             |             |             |             |
| Sub-Total                                                                                                                                                                                       | \$194,922   | \$204,330   | \$215,205   | \$225,572   | \$236,452   | \$247,873   | \$259,863   |
|                                                                                                                                                                                                 |             |             |             |             |             |             |             |
| Combined Revenue Total (Non-Tax)                                                                                                                                                                | \$1,174,949 | \$1,140,019 | \$1,198,549 | \$1,255,600 | \$1,315,448 | \$1,378,230 | \$1,444,094 |
|                                                                                                                                                                                                 |             |             |             |             |             |             |             |
| Tax-Supported Revenue Requirement                                                                                                                                                               |             | \$1,690,147 | \$1,913,175 | \$1,935,982 | \$2,315,046 | \$2,585,383 | \$2,829,383 |
|                                                                                                                                                                                                 |             |             |             |             |             |             |             |
| TOTAL REVENUE                                                                                                                                                                                   |             | \$2,830,166 | \$3,111,725 | \$3,191,582 | \$3,630,494 | \$3,963,613 | \$4,273,478 |
| TOTAL EXPENDITURES                                                                                                                                                                              |             | \$2,830,166 | \$3,111,725 | \$3,191,582 | \$3,630,494 | \$3,963,613 | \$4,273,478 |
| NET                                                                                                                                                                                             |             | \$0         | \$0         | \$0         | \$0         | \$0         | \$0         |
|                                                                                                                                                                                                 |             |             |             |             |             |             |             |
| Add Ozaukee County Grant Funding                                                                                                                                                                |             | \$100,000   | \$100,000   | \$100,000   | \$150,000   | \$150,000   | \$150,000   |
|                                                                                                                                                                                                 |             |             |             |             |             |             |             |
| Grant-Adjusted Tax Revenue Requirement                                                                                                                                                          |             | \$1,590,147 | \$1,813,175 | \$1,835,982 | \$2,165,046 | \$2,435,383 | \$2,679,383 |
|                                                                                                                                                                                                 |             |             |             |             |             |             |             |
| Mequon Share (84.4%)                                                                                                                                                                            |             | \$1,342,561 | \$1,530,864 | \$1,550,119 | \$1,827,948 | \$2,056,194 | \$2,262,203 |
|                                                                                                                                                                                                 |             |             |             |             |             |             |             |
| Thiensville Share (15.6%)                                                                                                                                                                       |             | \$247,586   | \$282,311   | \$285,862   | \$337,098   | \$379,189   | \$417,180   |
|                                                                                                                                                                                                 |             |             |             |             |             |             |             |
| Notes:                                                                                                                                                                                          |             |             |             |             |             |             |             |
| Figures presented annually for all full-time positions include: base salary, FICA, Medicare, health/dental/life insurance, WRS retirement, and holiday compensation (for non-management staff)  |             |             |             |             |             |             |             |
| Full-time salary figures presented in years 2023-2027 include a 3% annual wage adjustment, as well as step increases for firefighter/paramedics (pursuant to current labor contract provisions) |             |             |             |             |             |             |             |
| Ozaukee County Grant Funding (\$750,000) based upon one community (either Mequon or Thiensville) receiving the amount available to individual municipalities (as of 4/6/22)                     |             |             |             |             |             |             |             |

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made as of this 28<sup>th</sup> day of March 2022, by and between the City of Mequon, the Village of Thiensville, the City of Cedarburg and the Town of Cedarburg (collectively, the “communities”).

### RECITALS

A. The communities provide emergency medical, fire, and rescue services (collectively “Fire & EMS Services”) to their respective residents, businesses and institutions, utilizing a combination of their own Fire & EMS Services staff, mutual aid, and shared services agreements.

B. The communities all seek to continue to provide effective and efficient Fire & EMS Services to their respective residents, businesses and institutions.

C. The communities have each identified current and future budget challenges to the continued provision of effective and efficient Fire & EMS Services including budget consideration and staffing constraints.

D. The communities participated in a county-wide study with other municipalities that provide Fire & EMS services, including Fredonia, Grafton, Saukville, and Port Washington, among others, to examine ways that Fire & EMS Services may be provided with synergy, reduced duplication, and increased flexibility.

E. The county-wide study, completed by the Wisconsin Policy Forum (“WPF”) in early 2021, recommended a range of six (6) options that participating communities could consider to sustain or improve upon the existing levels of service, while controlling costs.

F. Following a thorough review of the recommendations contained within the WPF study, and ongoing consultation with officials from the other participating communities, the Village of Thiensville and the City of Mequon entered into a Memorandum of Understanding in December 2022 (the “MT MOU”) to explore a two-way consolidation as described in the WPF study. The working group described in the MT MOU (the “Joint Working Group”) has spent many hours over many weeks exploring options and potential agreements.

G. Representatives of the City of Cedarburg and the Town of Cedarburg have recently attended some of the meetings of the Joint Working Group.

H. A group comprised of the Chief Executive Officers, Administrators and Fire Department Command Staff from all four communities recommend that the communities further explore a four-way consolidation of Fire & EMS Services.

I. Efforts directed towards establishment of one, unified Fire & EMS department do not preclude any of the communities from continuing to participate in potentially larger consolidation discussions with the other communities that participated in the WPF study or the

City of Mequon and the Village of Thiensville from creating the unified department anticipated by the MT MOU. The MT MOU survives the execution of this MOU.

J. Section 66.0301 of the Wisconsin Statutes authorizes municipal to enter into intergovernmental agreements to share services and/or otherwise provide for the joint exercise of municipal powers.

BASED ON THE FOREGOING RECITALS, and in consideration of the promises and obligations set forth in this MOU, the communities mutually agree as follows:

1. In addition to those individuals described in the MT MOU, the Chief Executive Officer, Administrator, Fire Chief and Deputy Chief of the City of Cedarburg and the Town of Cedarburg shall be part of the Joint Working Group. The Joint Working Group shall establish the necessary framework by which the departments serving the communities can consolidate into one, unified entity under the jurisdiction of a combined governing board.

2. The Joint Working Group may from time to time include other representatives of a community (e.g., an additional elected official, City/Village/Town attorney, finance director, consultant, etc.), that the Joint Working Group's core members deem necessary or advisable to support the establishment of such a unified operating entity.

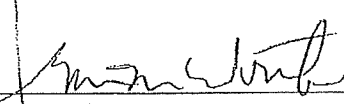
3. In establishing the framework by which the communities' Fire & EMS departments may consolidate into one, unified entity, the Joint Working Group will include an examination of the following topic areas, among others, within its work:

- Governance
- Administration/Management
- Finance (Budgeting, Revenues, etc.)
- Staffing
- Equipment
- Facilities
- Emergency Dispatch
- Response Times
- Future Growth/Needs

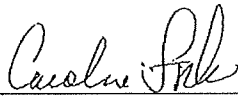
4. The Joint Working Group will provide periodic updates (not less than quarterly) to the governing boards in each of the communities to apprise elected officials on the Joint Working Group's progress towards establishing one, unified department, as well as challenges or considerations that may warrant larger or further discussion and/or deliberation.

5. The results and recommendations of the Joint Working Group's efforts are not binding but serve as key decision-making data should all or some of the communities decide to pursue consolidation(s). Further, this MOU shall impose no legal obligation on any of the communities; rather, it expresses the intent of the communities. Any of the communities may withdraw from this MOU at any time by providing written notice to the rest.

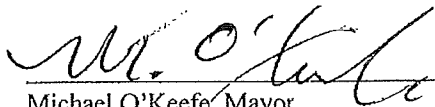
## CITY OF MEQUON

  
 John M. Wirth, Mayor

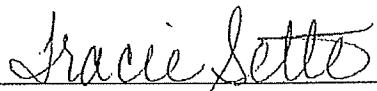
ATTEST:

  
 Caroline Fochs, Clerk

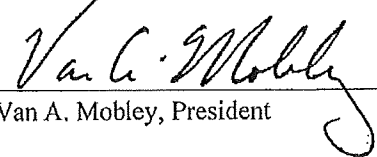
## CITY OF CEDARBURG

  
 Michael O'Keefe, Mayor

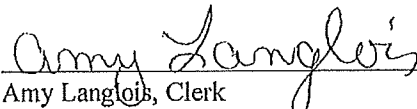
ATTEST:

  
 Tracie Sette, Clerk

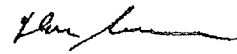
## VILLAGE OF THIENSVILLE

  
 Van A. Mobley, President

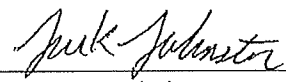
ATTEST:

  
 Amy Langlois, Clerk

## TOWN OF CEDARBURG

  
 David Salvaggio, Chairman

ATTEST:

  
 Jack Johnston, Clerk

# Thiensville Fire Department



## Annual Report 2021



**Thiensville Fire Department**  
250 Elm Street  
Thiensville, Wisconsin 53092  
Phone 262.242.3393 Fax 262.518.0092

Honorable Village Board Members,

It is my pleasure to provide the annual report for 2021. 2021 will definitely be remembered as a year of challenge, change, and visioning of the future of the fire service not only in Mequon and Thiensville but also in Ozaukee County as staffing challenges pushed the existing fire service delivery system to the brink of complete collapse. As a result of the wisdom of elected officials, municipal administration, and fire service leadership, we embarked on a journey that will no doubt solidify the delivery of emergency services in the future through cooperative efforts.

Yet with all this shaping of the future going on, the Thiensville Fire Department continued recruitment efforts, offered robust fire and EMS training opportunities, community outreach efforts, community risk reduction, and high quality, rapid response to calls for service despite the aforementioned challenges.

As I approach my retirement this month, I wanted to extend a heartfelt thank you to all the past and present Village trustees, Village Presidents, and Village Administrators, Dianne Robertson and Colleen Landisch Hansen, and all the great members of past and present of the Thiensville Fire Department and especially my officer corps who have serviced so selflessly and professionally. Without this collective support, we would not be able to provide the extraordinary level of service we do. I also wish to thank the residents and business owners of Thiensville, for it has been such an honor to serve over my 33 years of service! The primary goal as a leader is to improve the organization you lead during your tenure and position it for the future. I leave feeling my mission has been accomplished!

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Reiels".

Brian J. Reiels  
Fire Chief

## **Executive Summary**

As was mentioned, early staffing challenges continued in 2021 not only for Thiensville Fire Department but also for many other departments in the County. This situation was strikingly evident when we reviewed requests for mutual aid by other communities increased by 54%, going from 56 in 2020 to 103 in 2021, and our request for assistance went up 67% from 18 in 2020 to 27 in 2021. At the time, our overall call volume was down by 16 calls for service in 2020. As we look at response time comparisons from 2021 vs. 2020, we were able to reduce our response times and were able to be on the scene in 5 minutes or less 82% in 2021 compared to 71% in 2020 and in 95% of the time in six minutes or less compared to 84% in 2020. These numbers are remarkable for a predominately paid-on-call department, but it is important to note that this is only possible when the shifts are staffed.

In addition, to call responses, we continued our long-standing tradition of community outreach programs but doing 15 community events and 26 car seat installations. These numbers are significantly down compared to our pre-COVID numbers, but we are proud that we could still reach out to the community despite COVID. Our annual Truck or Treat so Others can eat collected 775 pounds of non-perishable food and \$200 in cash donations!

Education has always been the foundation of the Thiensville Fire Department's success, and 2021 was no exception despite the challenges presented by the pandemic. To complement our in-person training, Ascension made FOAMFrat virtual training available for all department staff. EMS practices were enriched with guest speakers and in-house expertise on a wide range of subjects such as cardiac events, pediatric emergencies, trauma, and anaphylaxis, to name just a few.

Fire Suppression training truly benefited from the acquired former M&I building. It was a rare opportunity to have a commercial structure to practice roof work, search and rescue, and to do some limited live burn training practicing hose operations, ventilation, and overhaul.

# Calls for Service

Elite wisconsinfire

## Incident Type Report (Summary)

| Basic Incident Type Code And Description (FD1.21)                                           | Total Incidents | Total Incidents Percent of Incidents |
|---------------------------------------------------------------------------------------------|-----------------|--------------------------------------|
| <b>Incident Type Category (FD1.21): 1 - Fire</b>                                            |                 |                                      |
| 131 - Passenger vehicle fire                                                                | 1               | 0.11%                                |
| Total: 1                                                                                    |                 | Total: 0.11%                         |
| <b>Incident Type Category (FD1.21): 3 - Rescue &amp; Emergency Medical Service Incident</b> |                 |                                      |
| 311 - Medical assist, assist EMS crew                                                       | 1               | 0.11%                                |
| 321 - EMS call, excluding vehicle accident with injury                                      | 741             | 79.85%                               |
| 322 - Motor vehicle accident with injuries                                                  | 16              | 1.72%                                |
| 323 - Motor vehicle/pedestrian accident (MV Ped)                                            | 1               | 0.11%                                |
| 354 - Trench/below-grade rescue                                                             | 1               | 0.11%                                |
| 362 - Ice rescue                                                                            | 1               | 0.11%                                |
| Total: 761                                                                                  |                 | Total: 82.00%                        |
| <b>Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)</b>                   |                 |                                      |
| 412 - Gas leak (natural gas or LPG)                                                         | 5               | 0.54%                                |
| 420 - Toxic condition, other                                                                | 1               | 0.11%                                |
| 424 - Carbon monoxide incident                                                              | 1               | 0.11%                                |
| 444 - Power line down                                                                       | 2               | 0.22%                                |
| Total: 9                                                                                    |                 | Total: 0.97%                         |
| <b>Incident Type Category (FD1.21): 5 - Service Call</b>                                    |                 |                                      |
| 511 - Lock-out                                                                              | 3               | 0.32%                                |
| 522 - Water or steam leak                                                                   | 1               | 0.11%                                |
| 550 - Public service assistance, other                                                      | 10              | 1.08%                                |
| 552 - Police matter                                                                         | 1               | 0.11%                                |
| 553 - Public service                                                                        | 3               | 0.32%                                |
| 554 - Assist invalid                                                                        | 3               | 0.32%                                |
| 571 - Cover assignment, standby, moveup                                                     | 30              | 3.23%                                |
| Total: 51                                                                                   |                 | Total: 5.50%                         |
| <b>Incident Type Category (FD1.21): 6 - Good Intent Call</b>                                |                 |                                      |
| 611 - Dispatched and cancelled en route                                                     | 68              | 7.33%                                |
| 650 - Steam, other gas mistaken for smoke, other                                            | 1               | 0.11%                                |
| 651 - Smoke scare, odor of smoke                                                            | 1               | 0.11%                                |
| 671 - HazMat release investigation w/no HazMat                                              | 2               | 0.22%                                |
| Total: 72                                                                                   |                 | Total: 7.76%                         |
| <b>Incident Type Category (FD1.21): 7 - False Alarm &amp; False Call</b>                    |                 |                                      |
| 715 - Local alarm system, malicious false alarm                                             | 2               | 0.22%                                |
| 733 - Smoke detector activation due to malfunction                                          | 1               | 0.11%                                |
| 735 - Alarm system sounded due to malfunction                                               | 12              | 1.29%                                |
| 740 - Unintentional transmission of alarm, other                                            | 2               | 0.22%                                |
| 745 - Alarm system activation, no fire - unintentional                                      | 9               | 0.97%                                |
| 746 - Carbon monoxide detector activation, no CO                                            | 5               | 0.54%                                |
| Total: 31                                                                                   |                 | Total: 3.34%                         |
| <b>Incident Type Category (FD1.21): 8 - Severe Weather &amp; Natural Disaster</b>           |                 |                                      |
| 800 - Severe weather or natural disaster, other                                             | 1               | 0.11%                                |
| Total: 1                                                                                    |                 | Total: 0.11%                         |
| <b>Incident Type Category (FD1.21): 9 - Special Incident Type</b>                           |                 |                                      |
| 911 - Citizen complaint                                                                     | 2               | 0.22%                                |
| Total: 2                                                                                    |                 | Total: 0.22%                         |
| Total: 928                                                                                  |                 | Total: 100.00%                       |

# Incident Photos



**GOOSE RESCUE ON MILWAUKEE RIVER**



**Police incident with  
motor vehicle crash**



## **Key facts for responses in the Village**

### **Emergency- Average 4.5 minutes**

61% of the time a unit arrives within 4 minutes or less

82% of the time a unit arrives within 5 minutes or less

95% of the time a unit arrives within 6 minutes or less

### **All responses- 5 minutes**

51% of the time a unit arrives within 5 minutes or less

70% of the time a unit arrives within 6 minutes or less

90% of the time a unit arrives within 8 minutes or less

## Mutual Aid Requests for Service (non-intercepts)

| Requesting Agency                | Total Requests |
|----------------------------------|----------------|
| Belgium                          | 1              |
| Cedarburg                        | 38             |
| Fredonia                         | 0              |
| Germantown                       | 13             |
| Grafton                          | 11             |
| Menomonee Falls                  | 1              |
| Mequon                           | 30             |
| North Shore Fire Rescue          | 4              |
| Port Washington                  | 2              |
| Saukville                        | 1              |
| Slinger                          | 1              |
| Waubeka                          | 1              |
| <b>Total Request for Service</b> | <b>103</b>     |

## **Fire Training Update**

We were tasked with providing high-quality fire suppression training, both broad in spectrum and challenging, which posed a unique difficulty during the pandemic. With the leadership of Lt. Craig Gengler, our fire training lieutenant, we were able to overcome this challenge. Because TFD is an all-hazard response agency, the department trained on a broad spectrum of response skills ranging from hazardous material spill response, ice rescue, rural water movement, live burn training, and many others. Below is a summary of topics covered over the last year:

- Multiple search and rescue drills in simulated zero visibility environments
- Radio communications drills where one person has a set of assembly directions, and another person in a different room had to assemble an object based on those radio directions
- Utilized the DOT Emergency Response in simulated hazmat incidents to determine appropriate personal protective equipment, evacuation distances from a chemical release, spill mitigation techniques, etc.
- Victim rescues on ice using ice/water rescue equipment and associated safety ropes
- During the height of COVID spread, members turned to virtual educational resources such as YouTube videos and online lectures from national subject matter experts in the fire service
- The Department was able to participate in a live-fire training in Germantown, which provides the closest to real fire suppression operations but also provides NFPA safety measures for participants to make it as safe as possible
- When pandemic levels had dropped sufficiently, we returned to in-person training
- Several trainings were dedicated to utilizing different attack hose configurations to see if we could improve the efficiency of getting water to fires more quickly
- Members also extensively practiced hose movement to ensure staff utilized proper body mechanics to reduce fatigue and overexertion while maneuvering hose lines through a structure
- Rural water drafting and water movement
- Response to carbon monoxide alarms and proper operations of metering equipment
- Response and action needed for natural gas emergencies alarms and proper operations of metering equipment
- Response to chimney fires
- Healthcare provider CPR recertification

# Training Photos



## M & I Aquired Builindg Fire Training



## Ice Water Rescue Training LD

## **Emergency Medical Operations Summary**

Last year became a big year for our department's emergency medical services sector. In the Spring of 2021, we transitioned our Medical Direction from Aurora Medical Center Grafton back to Ascension Columbia St. Mary's Ozaukee. The switch was primarily focused on strengthening our relationship with Cedarburg. Paramedic Intercepts are a significant portion of our call volume, so having the same Medical Director as Cedarburg was important. With the change in Medical Direction, our protocols were substantially different. Our EMTs, AEMTs, and paramedics were now able to perform additional skills and administer new medications to change the patient's condition positively. Another benefit we obtained through the transition was improved online training through an internationally recognized platform called FOAMFrat.

Through the American Rescue Plan Act grant funding and Village Board approval, we purchased crucial pieces of equipment, the Styker PowerLOADs, and the Zoll AutoPulse. The PowerLOADs are devices that lift the cot into and out of the ambulance. These reduce the possibility of our staff getting injured while moving the patient in or out of the ambulance. Furthermore, they hold the cot more securely in the ambulance, making it safer for the patient and crew. The AutoPulse is an automated CPR device that decreases provider fatigue during a cardiac arrest while improving the quality of care. Thank you for your gracious support in allowing us to purchase the equipment.

The Thiensville Fire Department is proud to have continued our excellent reputation and leadership in outstanding emergency medical services for the Village of Thiensville and the surrounding communities.

## **EMS Training Summary**

One positive that became of COVID-19 was many more trainings were offered virtually to our membership that they would have otherwise not been able to attend. We continued our in-house monthly training, but these virtual courses provided other opportunities for our team to learn!

As mentioned earlier, our Medical Direction switch changed our platform for continuing education. FOAMFrat was created locally in Wisconsin by two paramedics. Since its inception, they have expanded its education platform, and it is now internationally recognized and provides our medical providers with engaging and informative knowledge. Another benefit of this platform is that the content is accredited, which counts toward our regular certification and license renewals, removing the need for a traditional refresher course.

We also continued to train on our low frequency used skills, which significantly impact the patient's condition. Additionally, we trained on specialty equipment such as devices that allow the safe transport of pediatric patients in the ambulances. We continue to refine our emergency medical training to be relevant, captivating, and informative.

## **Fire and Life Inspections Summary**

The COVID-19 pandemic had a significant impact on our fire prevention bureau. The Department of Safety and Professional Services recommended biannual fire inspections be suspended in order to protect our members and the community. Biannual inspections have since resumed as of March 2021. These life safety and fire prevention visits are vital to reducing catastrophic interruption to our small business community and also protecting our multi-family residents.

We continue to work closely with the North Shore Fire Department Fire Marshal to provide life safety and building plan review due to their wide breadth of expertise in building construction and related code requirements. As a result of this great partnership, we were able to become a delegated authority for fire protection systems. This means when the state plan reviewers are significantly backed up, we can offer a faster approval process for their building plans. We believe in supporting businesses as they grow and change, so we want to ensure they can meet their deadlines by offering this service.

## Fleet Summary

### **Ambulances 551 & 552 - 2004 GMC C4500 Med Tec**

Fully-equipped for BLS, ALS, and Paramedic service.



### **Engine 563 - 2000 Pierce Rescue Pumper**

1750 gallon per minute pump  
500 gallon water tank  
Scene light tower  
PTO driven generator  
Extrication equipment  
Class A Foam System  
Bullard Thermal Imaging Camera  
MSA 4-gas detector  
Equipped for Basic Life Support response



### Quint 561- 2007 Pierce 105 Aerial Ladder

1,250 gallon per minute monitor  
 2,000 gallon per minute pump  
 500 gallon internal water tank  
 Class A foam tank  
 Compressed air foam system pump  
 Hydraulic generator  
 Argus thermal imaging camera  
 MSA 4-gas detector  
 Equipped for eight firefighters and basic life support EMS supplies



### Pumper / Tanker 562 - 1997 Pierce Quantum Pumper/Tanker

2,000 gallon per minute pump  
 2,500 gallon internal water tank  
 40 gallons of Class A foam  
 Equipped for seven firefighters and basic life support EMS supplies



### Car 554 - 2015 Ford Expedition

Equipped with state-of-the-art incident command cabinetry complete with radio systems that allows communication with different mutual aid radios. 554 also has basic life support supplies for EMS calls.



**Car 556 - 2010 Custom-Designed Chevrolet Police Edition Tahoe**

Functions as a back-up paramedic response vehicle, fire inspection car, back-up incident command vehicle



**Car 555-2019 Custom-Designed Chevrolet Police Edition Tahoe**

Primary Paramedic Intercept vehicle carrying Advanced Life Support equipment and supplied. It can also function as an incident command vehicle.



**Kubota 550 - RV9000 All-Terrain Vehicle**

4x4 custom-designed vehicle for delivery of EMS and rescue services in all environments and for large crowd events when ambulance access is difficult or prohibited. Full-equipped with BLS, ALS, and Paramedic / RN supplies.



**1935 Seagrave Pumper**

This restored pumper is used for public relations activities and ceremonial duties. The Seagrave is on public display at the TFD Fire Museum.



## Community Outreach

Thiensville Fire Department has always believed in a strong connection with the community we serve. Despite the pandemic, we were able to keep this tradition as we conducted 15 community outreach programs. Throughout the year, Assistant Chief Deutsch inspected and installed 26 car seats. This was a considerable decrease from the previous year because the program was suspended for a significant portion of the year due to the COVID-19 outbreak. We also participated in Bike Safety Day in conjunction with the Thiensville Police Department. Assistant Chief Deutsch distributed and fitted over 30 helmets. Our Truck or Treat So Others Can Eat collected 775 pounds of food for Family Sharing of Ozaukee County! We collected over \$200 worth of cash donations for Family Sharing!



**Parades**



**Public Education**



**Car Seat Inspections**



**Truck or Treat So Others Can Eat**

**Public Safety Committee****AGENDA INFORMATION SHEET**

---

|                     |                      |
|---------------------|----------------------|
| <b>AGENDA DATE:</b> | <b>July 19, 2022</b> |
| <b>DEPARTMENT:</b>  | <b>Coroner</b>       |
| <b>DIRECTOR:</b>    | <b>Tim Deppisch</b>  |
| <b>PREPARER:</b>    | <b>Tyler Quaas</b>   |

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**Agenda Summary** Coroner Report

**ATTACHMENTS:**

- Coroner Financials (PDF)

## Ozaukee County Committee Report

**General Fund Coroner**

For the Six Months Ending Thursday, June 30, 2022

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

|                                     | Current<br>Month<br>Actual | 2022<br>YTD<br>Actual | 2022<br>Amended<br>Budget | Budget<br>Balance  | %<br>Budget<br>YTD |
|-------------------------------------|----------------------------|-----------------------|---------------------------|--------------------|--------------------|
| <b>Revenues</b>                     |                            |                       |                           |                    |                    |
| Public Charges for Services         | \$14,850                   | \$111,000             | \$156,575                 | \$45,575           | 70.89%             |
| <b>Total Revenues</b>               | <b>\$14,850</b>            | <b>\$111,000</b>      | <b>\$156,575</b>          | <b>\$45,575</b>    | <b>70.89%</b>      |
| <b>Expenditures</b>                 |                            |                       |                           |                    |                    |
| Salaries                            | \$4,550                    | \$27,695              | \$88,912                  | \$61,217           | 31.15%             |
| Fringe Benefits                     | \$348                      | \$2,119               | \$3,669                   | \$1,550            | 57.75%             |
| Travel/Training                     | -                          | \$4,382               | \$13,750                  | \$9,368            | 31.87%             |
| Supplies                            | \$1,352                    | \$1,834               | \$11,700                  | \$9,866            | 15.68%             |
| Purchased Services                  | \$5,964                    | \$21,868              | \$92,100                  | \$70,232           | 23.74%             |
| Interdepartment Charges             | \$699                      | \$4,300               | \$9,367                   | \$5,067            | 45.91%             |
| Other Expenses                      | -                          | -                     | \$1,499                   | \$1,499            | 0.00%              |
| <b>Total Operating Expenditures</b> | <b>\$12,913</b>            | <b>\$62,198</b>       | <b>\$220,997</b>          | <b>\$158,799</b>   | <b>28.14%</b>      |
| <b>Capital Outlay</b>               |                            |                       |                           |                    |                    |
| <b>Total Expenditures</b>           | <b>\$12,913</b>            | <b>\$62,198</b>       | <b>\$220,997</b>          | <b>\$158,799</b>   | <b>28.14%</b>      |
| <b>Net Increase (Decrease)</b>      | <b>\$1,937</b>             | <b>\$48,802</b>       | <b>(\$64,422)</b>         | <b>(\$113,224)</b> | <b>-75.75%</b>     |

*Equity:*

Attachment: Coroner Financials (Coroner Report)

**Public Safety Committee****AGENDA INFORMATION SHEET**

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**AGENDA DATE:** July 19, 2022  
**DEPARTMENT:** District Attorney  
**DIRECTOR:** Adam Gerol  
**PREPARER:** June Marx

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**Agenda Summary** District Attorney Reports

**ATTACHMENTS:**

- DA Financials June (PDF)
- VW Financials June (PDF)

Ozaukee County Committee Report  
**General Fund District Attorney**  
 For the Six Months Ending Thursday, June 30, 2022  
 Profit and Loss Statement ACTUAL TO AMENDED BUDGET

|                                     | Current<br>Month<br>Actual | 2022<br>YTD<br>Actual | 2022<br>Amended<br>Budget | Budget<br>Balance  | %<br>Budget<br>YTD |
|-------------------------------------|----------------------------|-----------------------|---------------------------|--------------------|--------------------|
| <b>Revenues</b>                     |                            |                       |                           |                    |                    |
| Public Charges for Services         | \$1,380                    | \$12,330              | \$20,000                  | \$7,670            | 61.65%             |
| <b>Total Revenues</b>               | <b>\$1,380</b>             | <b>\$12,330</b>       | <b>\$20,000</b>           | <b>\$7,670</b>     | <b>61.65%</b>      |
| <b>Expenditures</b>                 |                            |                       |                           |                    |                    |
| Salaries                            | \$22,215                   | \$141,609             | \$332,375                 | \$190,766          | 42.61%             |
| Fringe Benefits                     | \$11,328                   | \$77,194              | \$159,802                 | \$82,608           | 48.31%             |
| Travel/Training                     | -                          | \$232                 | \$5,000                   | \$4,768            | 4.64%              |
| Supplies                            | \$6                        | \$12,446              | \$9,385                   | (\$3,061)          | 132.62%            |
| Purchased Services                  | \$340                      | \$10,349              | \$11,380                  | \$1,031            | 90.94%             |
| Interdepartment Charges             | \$141                      | \$5,925               | \$16,185                  | \$10,260           | 36.61%             |
| <b>Total Operating Expenditures</b> | <b>\$34,030</b>            | <b>\$247,755</b>      | <b>\$534,127</b>          | <b>\$286,372</b>   | <b>46.39%</b>      |
| <b>Capital Outlay</b>               |                            |                       |                           |                    |                    |
| <b>Total Expenditures</b>           | <b>\$34,030</b>            | <b>\$247,755</b>      | <b>\$534,127</b>          | <b>\$286,372</b>   | <b>46.39%</b>      |
| <b>Net Increase (Decrease)</b>      | <b>(\$32,650)</b>          | <b>(\$235,425)</b>    | <b>(\$514,127)</b>        | <b>(\$278,702)</b> | <b>45.79%</b>      |

*E q u i t y:*

Attachment: DA Financials June (DA Financials)

Ozaukee County Committee Report  
**General Fund District Attorney Victim Witness**  
 For the Six Months Ending Thursday, June 30, 2022  
 Profit and Loss Statement ACTUAL TO AMENDED BUDGET

|                                     | Current<br>Month<br>Actual | 2022<br>YTD<br>Actual | 2022<br>Amended<br>Budget | Budget<br>Balance | %<br>Budget<br>YTD |
|-------------------------------------|----------------------------|-----------------------|---------------------------|-------------------|--------------------|
| <b>Revenues</b>                     |                            |                       |                           |                   |                    |
| Intergovernmental Revenues          | -                          | -                     | \$55,000                  | \$55,000          | 0.00%              |
| <b>Total Revenues</b>               | -                          | -                     | <b>\$55,000</b>           | <b>\$55,000</b>   | <b>0.00%</b>       |
| <b>Expenditures</b>                 |                            |                       |                           |                   |                    |
| Salaries                            | \$8,009                    | \$44,325              | \$99,622                  | \$55,297          | 44.49%             |
| Fringe Benefits                     | \$2,018                    | \$12,342              | \$20,930                  | \$8,588           | 58.97%             |
| Travel/Training                     | -                          | \$892                 | \$875                     | (\$17)            | 101.94%            |
| Supplies                            | -                          | \$118                 | \$130                     | \$12              | 90.77%             |
| Purchased Services                  | -                          | \$90                  | \$350                     | \$260             | 25.71%             |
| Interdepartment Charges             | -                          | \$392                 | \$1,340                   | \$948             | 29.25%             |
| <b>Total Operating Expenditures</b> | <b>\$10,027</b>            | <b>\$58,159</b>       | <b>\$123,247</b>          | <b>\$65,088</b>   | <b>47.19%</b>      |
| <b>Capital Outlay</b>               |                            |                       |                           |                   |                    |
| <b>Total Expenditures</b>           | <b>\$10,027</b>            | <b>\$58,159</b>       | <b>\$123,247</b>          | <b>\$65,088</b>   | <b>47.19%</b>      |
| <b>Net Increase (Decrease)</b>      | <b>(\$10,027)</b>          | <b>(\$58,159)</b>     | <b>(\$68,247)</b>         | <b>(\$10,088)</b> | <b>85.22%</b>      |

*E q u i t y:*

Attachment: VW Financials June (DA Financials)

**Public Safety Committee****AGENDA INFORMATION SHEET**

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|                     |                         |
|---------------------|-------------------------|
| <b>AGENDA DATE:</b> | <b>July 19, 2022</b>    |
| <b>DEPARTMENT:</b>  | <b>Clerk of Courts</b>  |
| <b>DIRECTOR:</b>    | <b>Mary Lou Mueller</b> |
| <b>PREPARER:</b>    | <b>Cari Mihalko</b>     |

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**Agenda Summary** Clerk of Courts Report

**ATTACHMENTS:**

- Committee Report COC June 2022 Month End (PDF)

Ozaukee County Committee Report  
General Fund Clerk of Courts  
For the Six Months Ending Thursday, June 30, 2022  
Profit and Loss Statement ACTUAL TO AMENDED BUDGET

9.a.1.a

|                               | Current<br>Month<br>Actual | 2022<br>YTD<br>Actual | 2022<br>Amended<br>Budget | Budget<br>Balance | %<br>Budget<br>YTD |
|-------------------------------|----------------------------|-----------------------|---------------------------|-------------------|--------------------|
| <u>Revenues</u>               |                            |                       |                           |                   |                    |
| A Intergovernmental Revenues  | -                          | 135,101               | 340,900                   | 205,799           | 39.63%             |
| B Public Charges for Services | 67,953                     | 405,302               | 628,000                   | 222,698           | 64.54%             |
| C Interdepartmental Charges   | -                          | 24,267                | 53,000                    | 28,733            | 45.79%             |
| Fines/Forfeitures/Penalties   | 13,739                     | 94,843                | 225,000                   | 130,157           | 42.15%             |
| Licenses & Permits            | 800                        | 3,240                 | 7,000                     | 3,760             | 46.29%             |
| Interest Revenue              | 4,176                      | 34,208                | 123,000                   | 88,792            | 27.81%             |
| Other Revenue                 | 452                        | 4,018                 | 7,500                     | 3,482             | 53.57%             |
| Total Revenues                | \$ 87,120                  | \$ 700,979            | \$ 1,384,400              | \$ 683,421        | 50.63%             |
| <u>Expenditures</u>           |                            |                       |                           |                   |                    |
| Salaries                      | 81,259                     | 480,395               | 1,043,293                 | 562,898           | 46.05%             |
| Fringe Benefits               | 35,491                     | 232,167               | 389,297                   | 157,130           | 59.64%             |
| Travel/Training               | -                          | 2,474                 | 8,500                     | 6,026             | 29.11%             |
| Supplies                      | 722                        | 11,215                | 13,500                    | 2,285             | 83.07%             |
| Purchased Services            | 54,672                     | 279,869               | 542,700                   | 262,831           | 51.57%             |
| Interdepartment Charges       | -                          | 9,016                 | 17,692                    | 8,676             | 50.96%             |
| Other Expenses                | 26,593                     | 30,073                | 34,700                    | 4,627             | 86.67%             |
| Total Operating Expenditures  | \$ 198,737                 | \$ 1,045,209          | \$ 2,049,682              | \$ 1,004,473      | 50.99%             |
| Capital Outlay                |                            |                       |                           |                   |                    |
| Total Expenditures            | \$ 198,737                 | \$ 1,045,209          | \$ 2,049,682              | \$ 1,004,473      | 50.99%             |
| Net Increase (Decrease)       | \$ (111,617)               | \$ (344,230)          | \$ (665,282)              | \$ (321,052)      | 51.74%             |

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 of guardian ad litem support.

B = Public Charges for Services - Includes an unusually large amount of bail forfeiture (could be partially reinstated by the Court).

C = Interdepartmental Charges - Child support transfer for June hearing has not yet been processed by Child Support agency (approximately \$5,000).

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

## Public Safety Committee

### AGENDA INFORMATION SHEET

**AGENDA DATE:** July 19, 2022  
**DEPARTMENT:** Administrator  
**DIRECTOR:** Jason Dzwinel  
**PREPARER:** Jason Dzwinel

#### Agenda Summary Acceptance of Bids for Justice Center Training and Storage Building

**BACKGROUND INFORMATION:** In 2021 the county borrowed \$1,000,000 (plus a \$100,000 contingency) to construct a training and storage facility for operations of the Sheriff's Department. The total project was estimated to cost approximately \$1,500,000 using the debt issuance and a portion of the Sheriff's reserves of previous years excess Jail revenues in 2018/2019. The project is a building addition of 10,000 Sq. Ft. heated building addition east of the existing facility. The addition will be constructed using precast concrete and or masonry walls, steel bar joist roof framing, and an EPDM roof system. Currently, the Sheriff's Department stores equipment and evidence offsite at the Highway Department and in paid storage facilities in Port Washington.

The project was bid in October of 2021 and initial bids received were approximately \$500,000 over the available budget. The project was rescaled and rebid eliminating the heated portion of the building and considerations for future storage needs in spring of 2022. Bids were also over the initial budget. Upon the receipt of the 2022 bids the project was rebid based on the initial needs and design, with a bid alternate for the scaled down facility.

The bids ranged from \$2,458,000 to \$2,787,100. The current bids include a \$55,000 contingency.

**ANALYSIS:** Each of the bidders are considered responsive by Kueny Architects. The pricing is valid for sixty days. Kueny Architects recommends that the Public Safety Committee accept the bid of Camosy Construction of \$2,458,000. The project may be rebid but there is significant risk that the bids may increase.

The County Administrator recommends that the bid be accepted and the Public Safety Committee recommend that \$1,000,000 of the county's ARPA allocation be used to fund the project. If the bid is accepted a Budget Amendment will be presented to the Executive Committee for consideration.

**RECOMMENDED MOTION:** Staff respectfully recommends that the Public Safety Committee accept the bid of Camosy Construction of \$2,458,000 and request that the Executive Committee consider a Budget Amendment from ARPA funds of \$1,000,000 to complete the project.

#### ATTACHMENTS:

- OZ Sheriff Bid Tab (PDF)
- Ozaukee-County-Sheriff\_Kueny06092022 (PDF)

| Bid Date - July 7, 2022                        |             |                                                                                       |                                                                                                              |             |                                                                                                              |                                                  |                                                              |                                       |                                 |                                       |                                         |          |        | KUENY ARCHITECTS |         |  | 10.a.1.a |  |
|------------------------------------------------|-------------|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-------------|--------------------------------------------------------------------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------|---------------------------------------|---------------------------------|---------------------------------------|-----------------------------------------|----------|--------|------------------|---------|--|----------|--|
| Ozaukee County Justice Center Sheriff Addition |             |                                                                                       |                                                                                                              |             |                                                                                                              |                                                  |                                                              |                                       |                                 |                                       |                                         |          |        |                  |         |  |          |  |
| General Contractor                             | Building #1 | Building #1 - Alternate No. 1A -<br>Masonry Walls in lieu of<br>Precast Concrete Wall | Building #1 - Alternate No. 1B -<br>completion of the vehicle<br>fenced in area per site plan<br>and details | Building #2 | Building #2 - Alternate No. 2A -<br>completion of the vehicle<br>fenced in area per site plan<br>and details | Combination Bid (Building<br>#1 and Building #2) | Combination Bid - Alternate<br>No. 1A / Only for building #1 | Combination Bid - Alternate<br>No. 1B | Unit Price 1A - Soil Excavation | Unit Price 1B - Compacted<br>backfill | Unit Price 1 C - Additional<br>Concrete | Bid Bond | # Days | Add. #1          | Add. #2 |  |          |  |
| JH Hassinger Inc                               | \$2,519,074 | -\$30,000                                                                             | \$43,171                                                                                                     | \$2,060,433 | \$43,171                                                                                                     | \$4,534,507                                      | -\$30,000                                                    | \$43,171                              | \$35.00                         | \$52.00                               | \$650.00                                | X        | 545    | X                | X       |  |          |  |
| Howard Immel Inc                               | \$2,620,400 | -\$222,400                                                                            | \$61,400                                                                                                     | \$2,125,600 | \$61,400                                                                                                     | \$4,512,600                                      | -\$222,400                                                   | \$61,400                              | \$26.40                         | \$44.00                               | \$620.00                                | X        | 200    | X                | X       |  |          |  |
| Mike Koenig Construction Co Inc                | \$2,787,100 | \$0                                                                                   | \$55,680                                                                                                     | \$2,348,000 | \$54,405                                                                                                     | \$4,962,900                                      | \$0                                                          | \$5,072,985                           | \$26.00                         | \$48.00                               | \$26.00                                 | X        | 365    | X                | X       |  |          |  |
| Camosy Construction Co Inc                     | \$2,458,000 | -\$80,100                                                                             | \$40,100                                                                                                     | \$2,299,750 | \$42,000                                                                                                     | \$4,722,750                                      | No Bid                                                       | No Bid                                | \$35.00                         | \$41.00                               | \$785.00                                | X        | 250    | X                | X       |  |          |  |
|                                                |             |                                                                                       |                                                                                                              |             |                                                                                                              |                                                  |                                                              |                                       |                                 |                                       |                                         |          |        |                  |         |  |          |  |
|                                                |             |                                                                                       |                                                                                                              |             |                                                                                                              |                                                  |                                                              |                                       |                                 |                                       |                                         |          |        |                  |         |  |          |  |
|                                                |             |                                                                                       |                                                                                                              |             |                                                                                                              |                                                  |                                                              |                                       |                                 |                                       |                                         |          |        |                  |         |  |          |  |

Sheriff Bid Tab (Acceptance of Bids for Justice Center Training and Storage Building.)

Attachment: OZ Sheriff Bid Tab (Acceptance of Bids for Justice Center Training and Storage Building.)



# GENERAL NOTES

- 1. All concrete to test 4000 psi (exterior) or 3000 psi (interior) in 28 days.
- 2. Verify all dimensions, access, utilities and working conditions in the field.
- 3. Conform to all applicable codes, ordinances and safety standards.
- 4. Obtain and pay for all required permits and fees.
- 5. Notify Architect immediately if work cannot proceed as shown on Drawings or as described in the Specifications.
- 6. No concrete to be poured without Architect's prior review.
- 7. All Contractor's to co-operate with all trades, Owner's and Architect's representatives.
- 8. Leave site clean, neat and free of debris at all times.
- 9. Each Prime and Sub-contractor is responsible for having read each page of the Specifications, Drawings, Addenda and Change Orders.
- 10. Guard against interfering with Owner's operations.
- 11. These Drawings contain no provisions or procedures for on-site safety. Each Contractor and their employees are responsible to follow all laws and ordinances and provide their own engineering to provide a safe work place.
- 12. The locations of existing underground utilities, shown on these Drawings, are shown in an approximate way only and have not been independently verified by the Owner or its representatives. The Contractor shall determine the exact location of all existing utilities before commencing work, and agrees to be fully responsible for any and all damages which might be occasioned by the Contractor's failure to exactly locate and preserve any and all underground utilities.
- 13. Services performed for this project have been conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in this area under similar budget and time constraints. No warranty, expressed or implied, is made.

# MATERIAL INDICATIONS

|                  |  |                 |  |
|------------------|--|-----------------|--|
| Earth Backfill   |  | Sand Fill       |  |
| Rigid Insulation |  | Concrete        |  |
| Concrete Block   |  | Finished Wood   |  |
| Aluminum         |  | Stone Fill      |  |
| Lumber (Rough)   |  | Plywood         |  |
| Steel            |  | Batt Insulation |  |

# DRAWING LEGEND

- + 461.0 New or Required Point Elevation
- + 461.0 Existing Point Elevation
- + 461.0 Existing Contours
- + 461.0 New or Required Contours
- A Column Grids
- 10 Room/Space Number
- 10 Door Number
- A Building Section
- A Wall Section

# CONSULTANTS

ARCHITECT Kueny Architects LLC 10505 Corporate Drive, Pleasant Prairie, Wisconsin 53158  
262-857-8101 - Project Architect: jon.walsh@kuenyarch.com 414-880-3187 jpw@kuenyarch.com

MECHANICAL & ELECTRICAL Root Engineering Services 4215 Grove Avenue, Gurnee, Illinois 60031  
(847) 249-8399

# SHEET INDEX

|                                     |                                                       |                         |
|-------------------------------------|-------------------------------------------------------|-------------------------|
| 1. Title Sheet                      | MECHANICAL                                            | ELECTRICAL              |
| ARCHITECTURAL                       | M101.1 Vehicle Storage Mechanical Plan                | E104.2 Power Plan       |
| A100.1 Existing Site Plan           | M102.1 Roof Mechanical Plan                           | E105.2 Lighting Plan    |
| A102.1 Detailed Existing Site Plan  | M201.1 Mechanical Schedules and Notes                 | E202.2 Electrical Notes |
| A103.1 Overall Site Plan & Details  | M202.1 Mechanical Details                             |                         |
| A104.1 Detailed Site Plan           | ELECTRICAL                                            |                         |
| A105.1 Grading Plan                 | E100.1 Overall Electric Plan                          |                         |
| A106.1 Utility Plan                 | E101.1 Site Photomicrographs                          |                         |
| A107.1 Landscape Plan               | E102.1 Power Plan                                     |                         |
| A201.1 Existing Basement Plan       | E103.1 Lighting Plan                                  |                         |
| A202.1 Demolition Plan              | E200.1 Electrical Risers and Schedules                |                         |
| A203.1 Existing Exterior Elevations | E201.1 Electrical Notes and Details                   |                         |
| A204.1 Basement Plan                | E300.1 Panel Schedules                                |                         |
| A205.1 Addition Floor Plan          | BUILDING #2                                           |                         |
| A206.1 Second Floor Plan            | ARCHITECTURAL                                         |                         |
| A207.1 Roof Plan                    | A101.2 Overall Site Plan & Details                    |                         |
| A208.1 Exterior Elevations          | A102.2 Site, Utility and Grading Plan                 |                         |
| A301.1 Building Sections            | A103.2 Landscape Plan                                 |                         |
| A402.1 Wall Sections                | A201.2 First Floor Plan                               |                         |
| A403.1 Wall Sections                | A202.2 Roof Plan                                      |                         |
| A404.1 Wall Sections                | A203.2 Exterior Elevations                            |                         |
| A405.1 Wall Sections                | A301.2 Building Sections                              |                         |
| A406.1 Wall Sections                | A401.2 Wall Sections                                  |                         |
| A501.1 Details                      | A402.2 Wall Sections                                  |                         |
| A701.1 Schedules                    | A403.2 Wall Sections                                  |                         |
| A701.1 Interior Elevations          | A601.2 Details                                        |                         |
| STRUCTURAL                          | A601.2 Schedules                                      |                         |
| S901.1 Foundation Plans             | A701.1 Interior Elevations                            |                         |
| S902.1 Framing Plans                | A801.2 Schedules                                      |                         |
| S903.1 Structural Details           | S901.1 Foundation Plan                                |                         |
| S904.1 Masonry Walls - Alt. 1A      | S902.2 Roof Framing Plan                              |                         |
| FIRE PROTECTION                     | PLUMBING                                              |                         |
| FP101.1 - Fire Protection           | P104.2 Plumbing Plan - Water Building #2              |                         |
| PLUMBING                            | P105.2 Plumbing Plan - Waste/Vent Building #2         |                         |
| P100.1 Demo Plan                    | P102.1 Plumbing Schedules Building #2                 |                         |
| P101.1 Plan - Water                 | MECHANICAL                                            |                         |
| P102.1 Plan - Waste/Vent            | M103.2 Mechanical Plan - Building #2                  |                         |
| P103.1 Plan - Roof                  | M203.2 Mechanical Schedules and Details - Building #2 |                         |
| P200.1 Schedules                    |                                                       |                         |

Ozaukee County Justice Center Sheriff Addition

Kueny Architects

9 June 2022



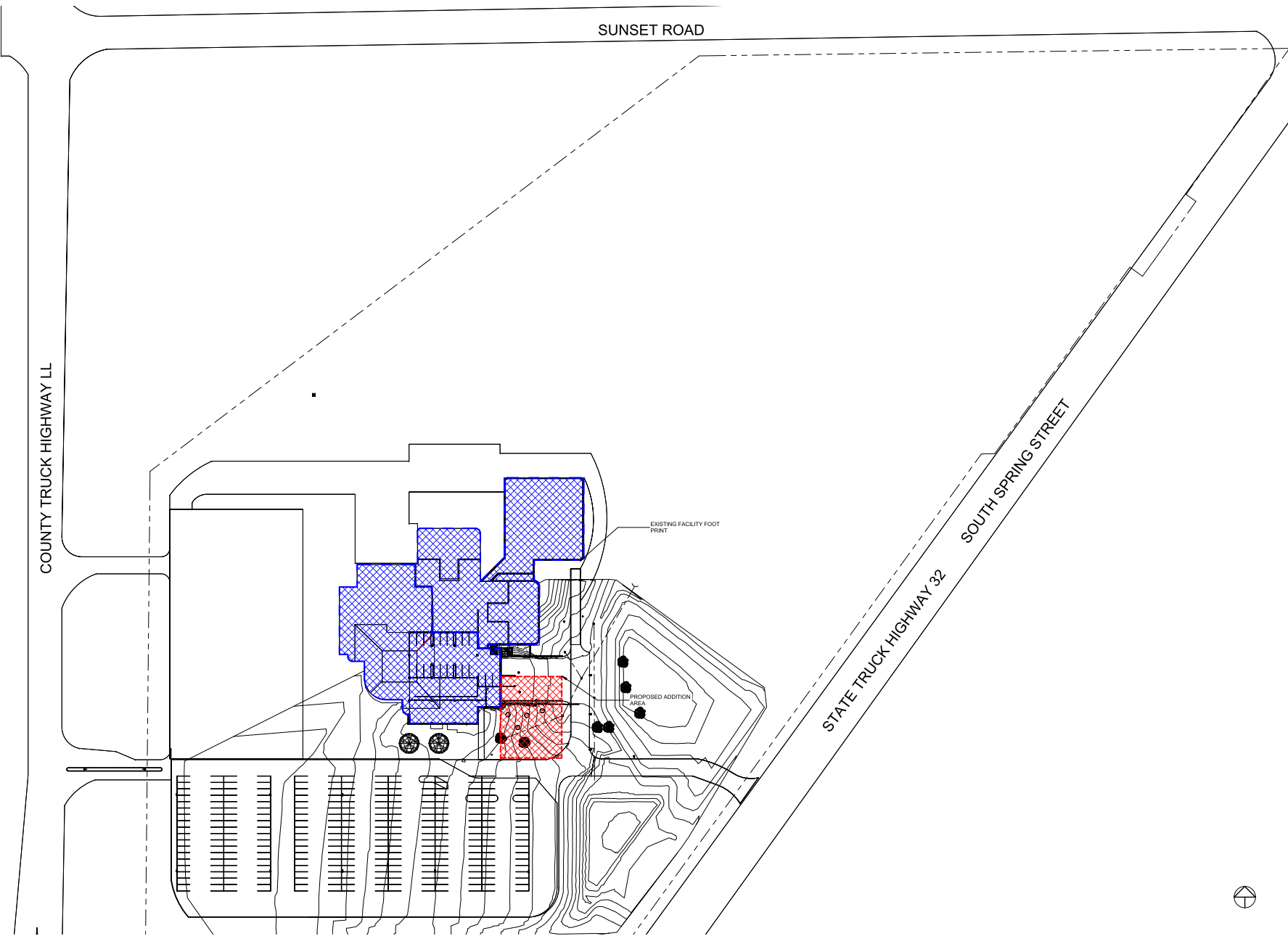
1



COUNTY OF OZAUKEE, WISCONSIN

1201 South Spring Street (Highway 32)

Port Washington, Wisconsin 53074



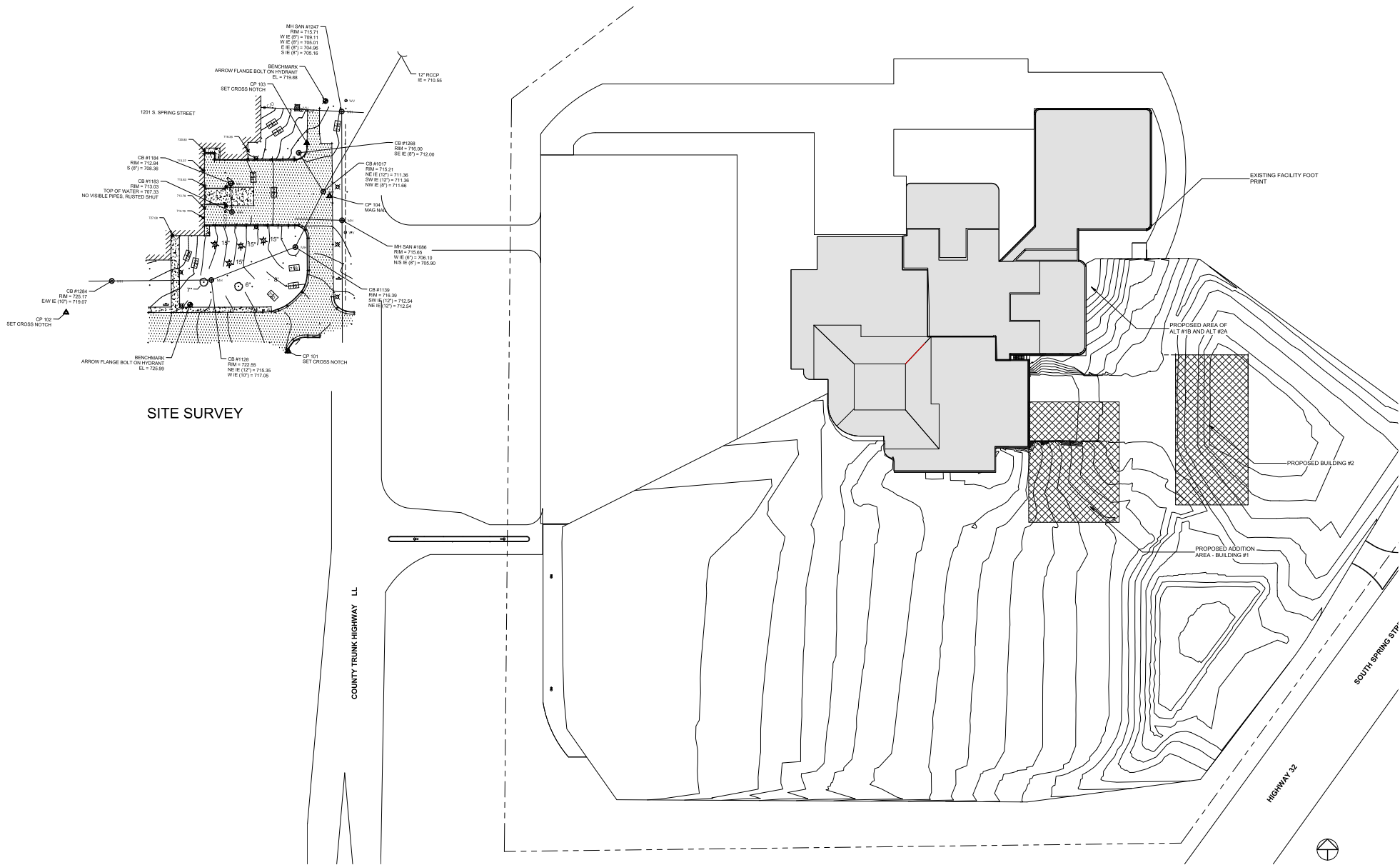
Existing Site  
1" = 60'-0"

Existing Site Plan 1" = 60'-0"

Ozaukee County Justice Center Sheriff Addition  
kuenyarch.com © Copyright 2021 Kueny Architect L.L.C. All Rights Reserved 9 June 2022

**A100**

Attachment: Ozaukee-County-Sheriff\_Kueny06092022 (Acceptance of Bids for Justice Center Training

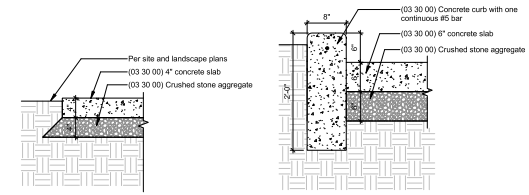


Detailed Existing Site Area Plan 1" = 40'-0"

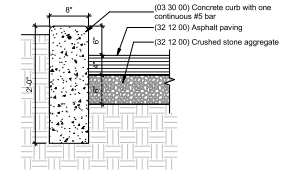
Ozaukee County Justice Center Sheriff Addition 5 October 2021  
kuenyarch.com © Copyright 2021 Kueny Architect L.L.C. All Rights Reserved

**A102**

Attachment: Ozaukee-County-Sheriff\_Kueny06092022 (Acceptance of Bids for Justice Center Training

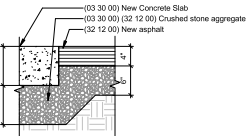


2 4" Concrete to Earth  
1" = 1'-0"



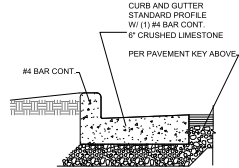
3 Concrete Curb  
1" = 1'-0"

4 Concrete Curb at Asphalt  
1" = 1'-0"



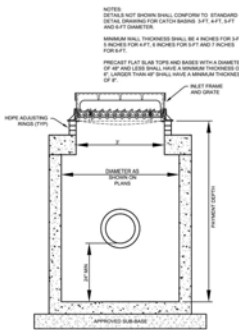
5 Concrete to Asphalt  
1" = 1'-0"

6 Concrete to Asphalt 2  
1" = 1'-0"



7 Concrete Sidewalk Curb at Asphalt  
1" = 1'-0"

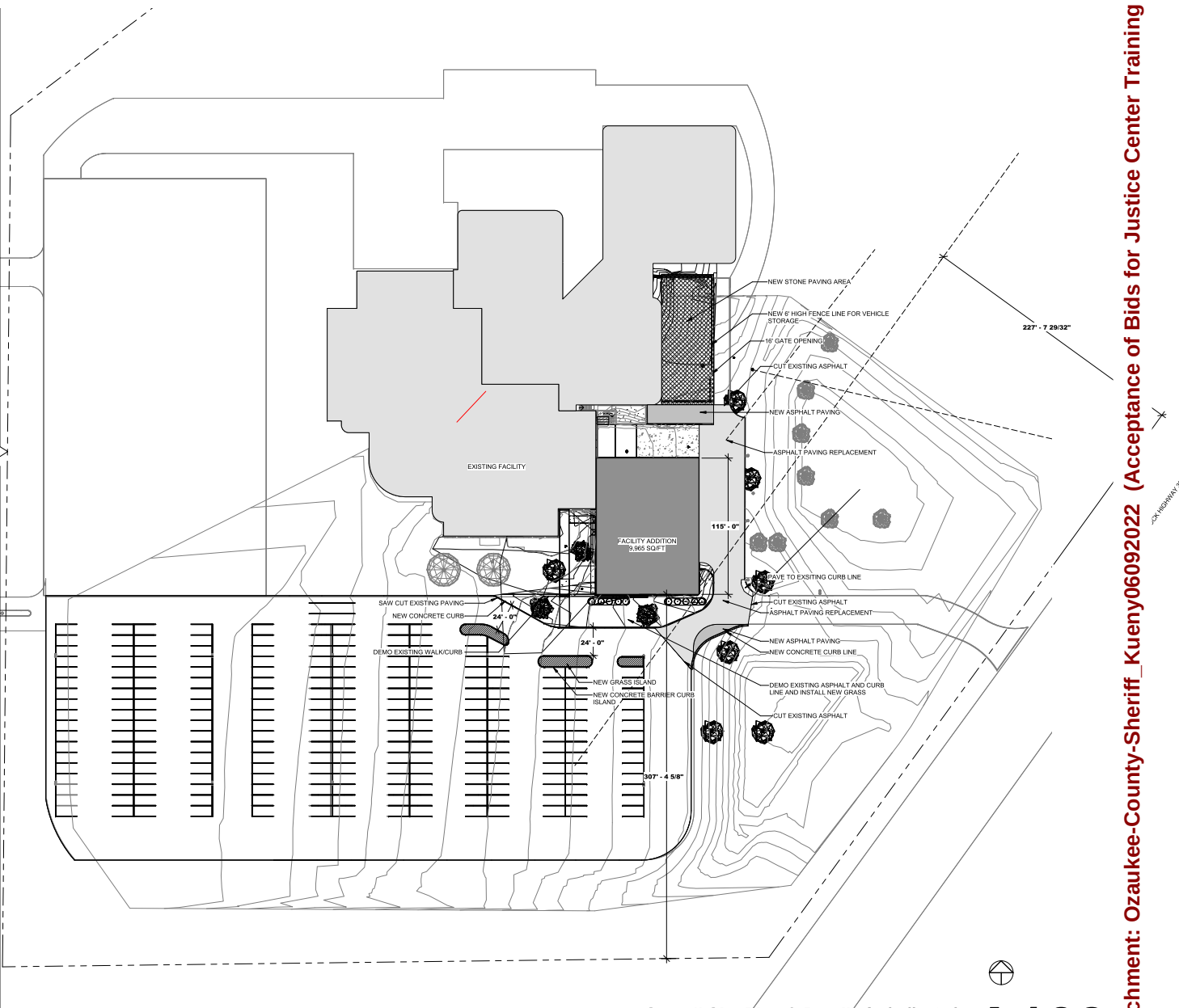
8 Standard Curb Detail  
3/4" = 1'-0"



9 Asphalt @ Topsoil Detail  
3/4" = 1'-0"

10 Curb Catch Basin Detail  
1/2" = 1'-0"

1/2" = 1'-0"



1 New Site Plan  
1" = 40'-0"

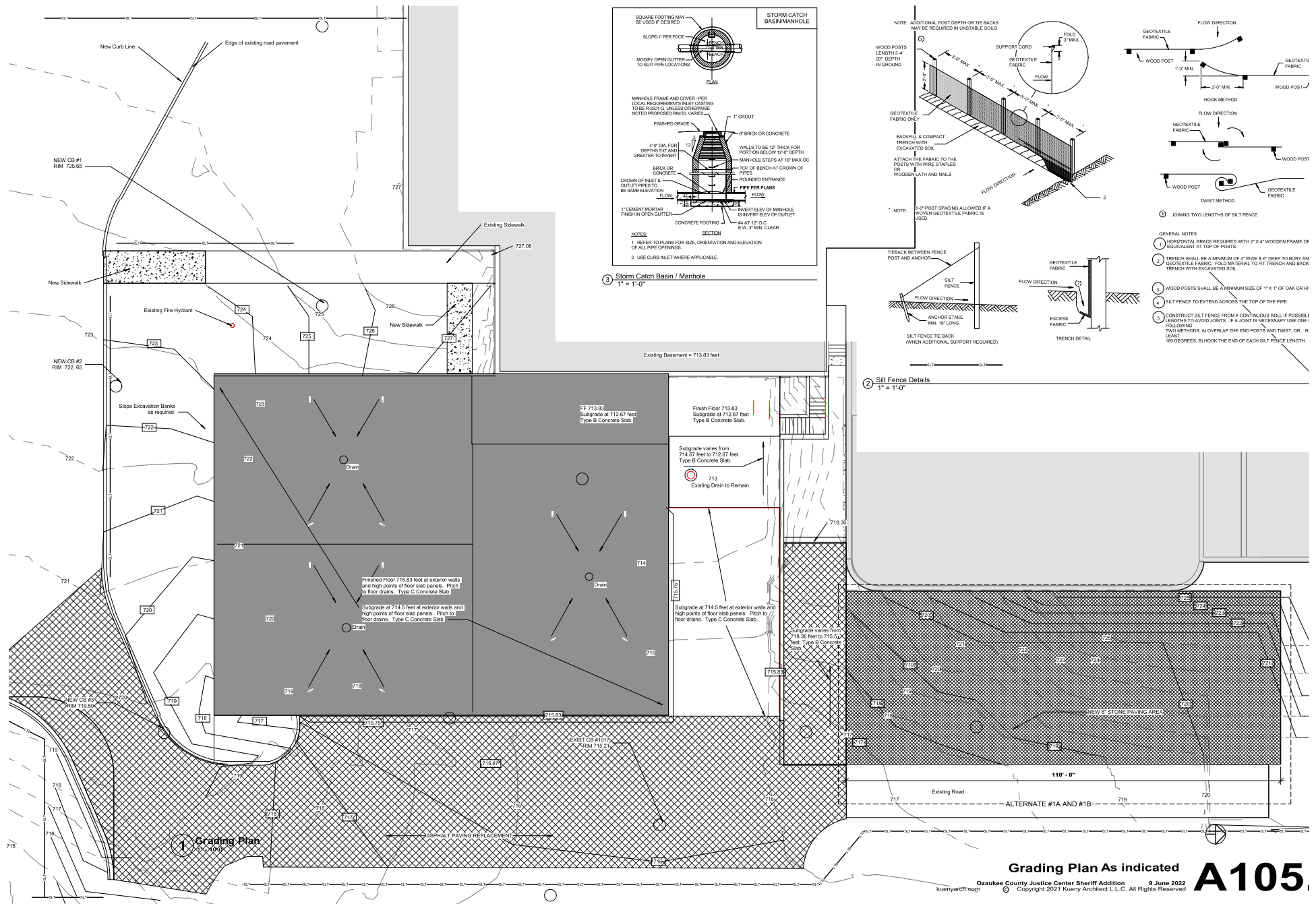
Overall Site Plan & Details As indicated

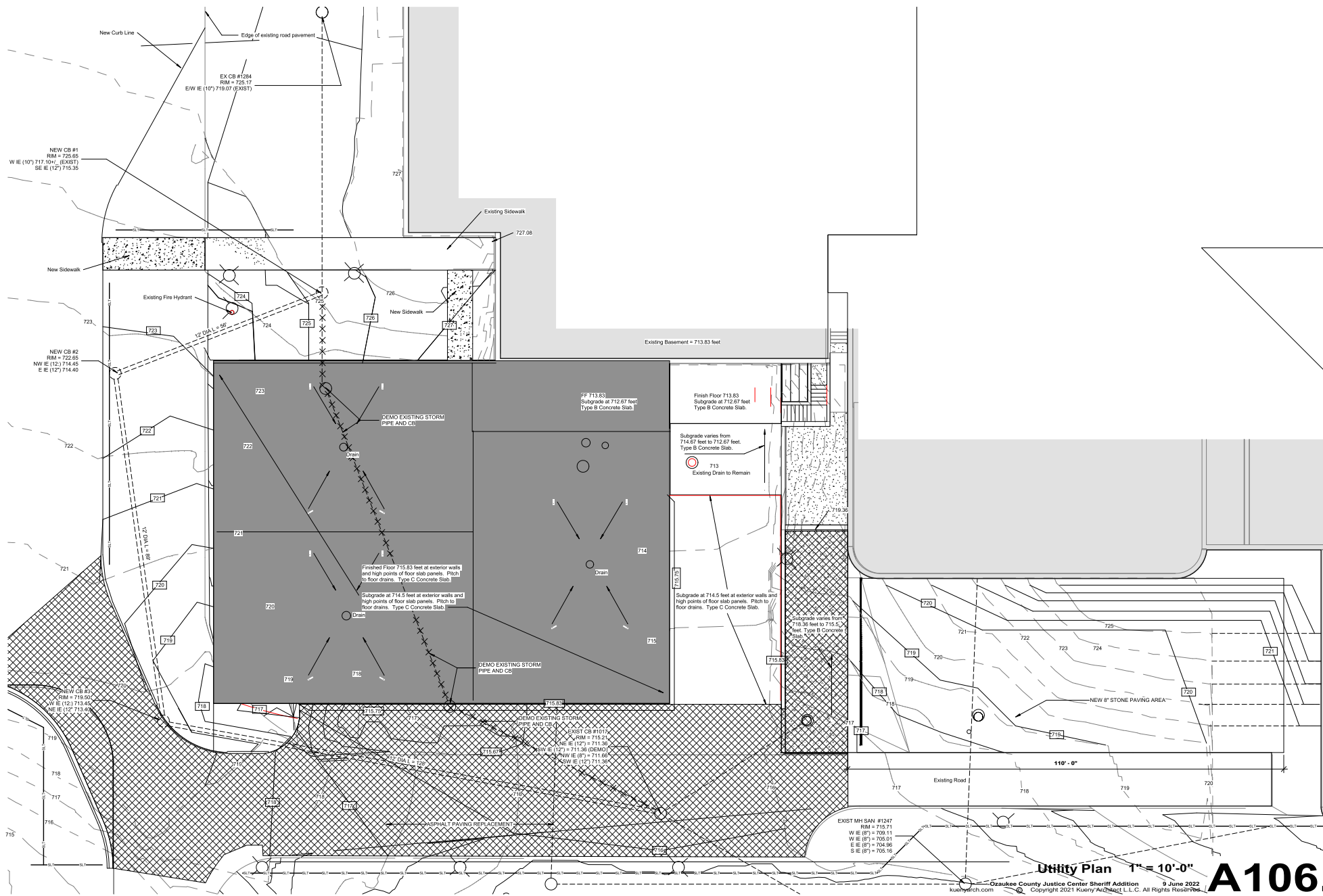
Ozaukee County Justice Center Sheriff Addition  
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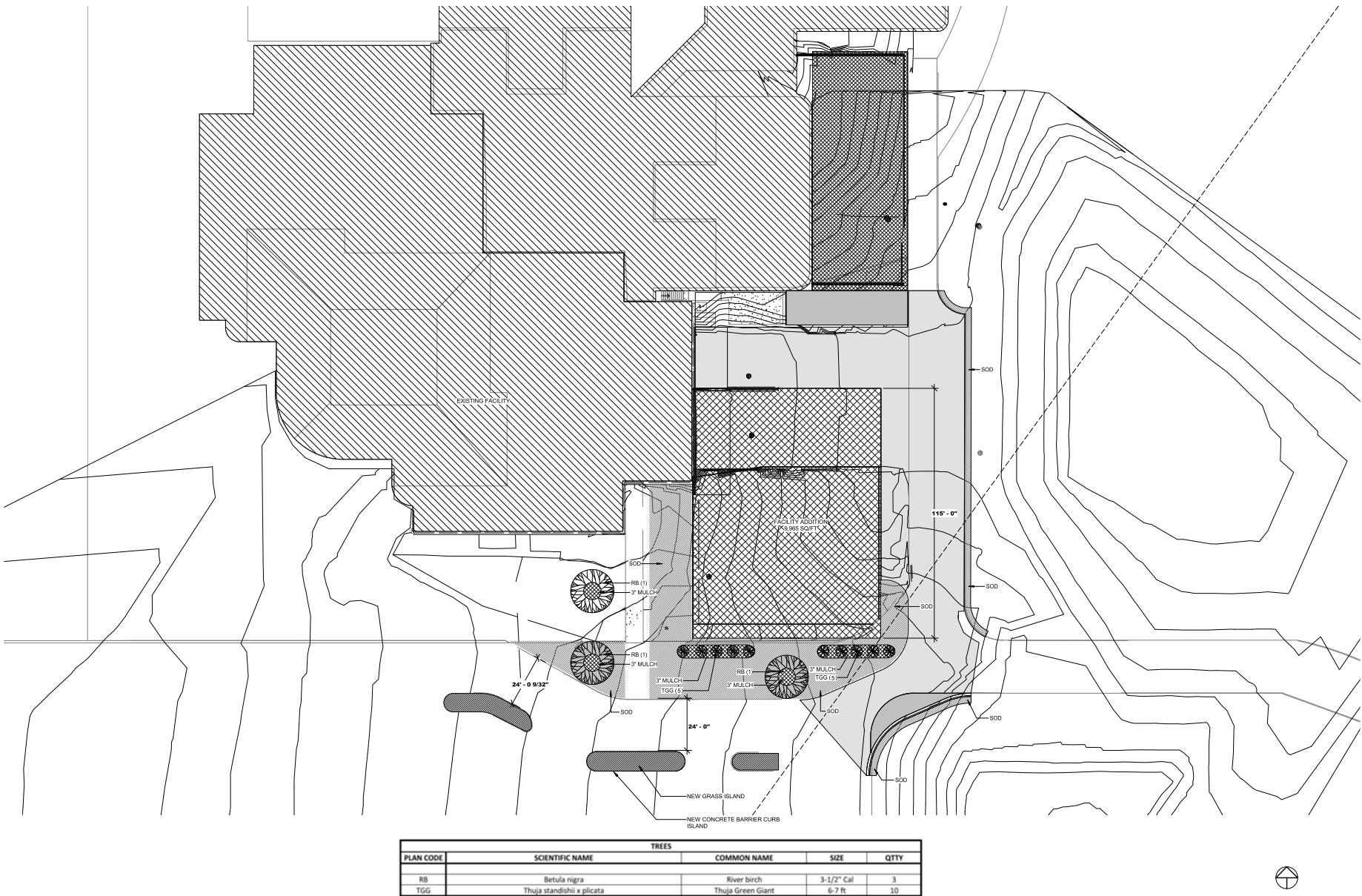
**A103**

Attachment: Ozaukee-County-Sheriff\_Kueny06092022 (Acceptance of Bids for Justice Center Training









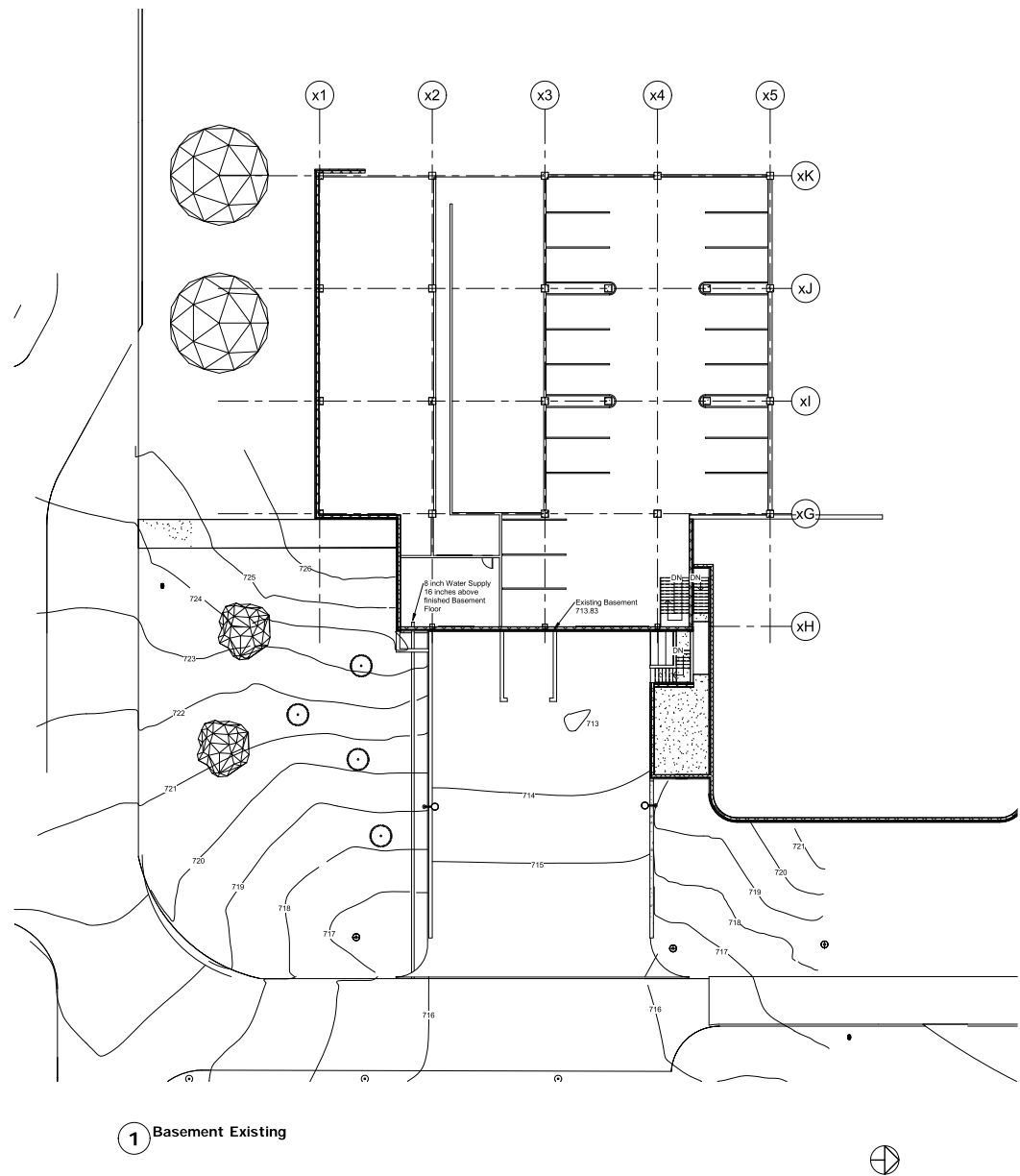
| TREES     |                           |                   |            |      |
|-----------|---------------------------|-------------------|------------|------|
| PLAN CODE | SCIENTIFIC NAME           | COMMON NAME       | SIZE       | QTTY |
| RB        | Betula nigra              | River birch       | 3-1/2" Cal | 3    |
| TGG       | Thuja standishi x plicata | Thuja Green Giant | 6-7 ft     | 10   |

① New Site Plan Landscape Plan  
1" = 20'-0"

Landscape Plan 1" = 20'-0"  
Ozaukee County Justice Center Sheriff Addition  
kuenyarch.com 9 June 2022  
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**A107**

Attachment: Ozaukee-County-Sheriff\_Kueny06092022 (Acceptance of Bids for Justice Center Training



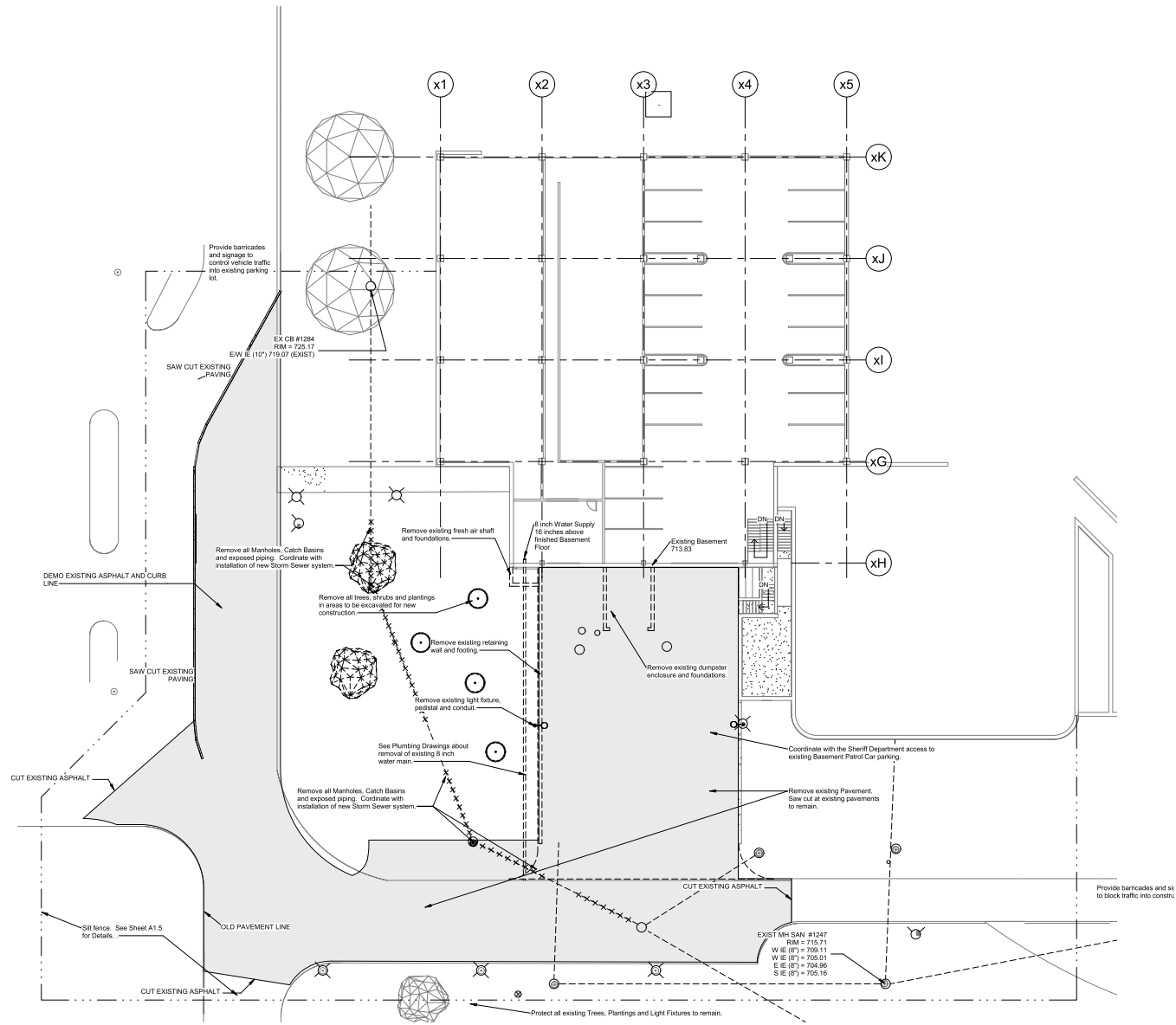
1 Basement Existing

Existing Basement Plan 1/16" = 1'-0"

Ozaukee County Justice Center Sheriff Addition 9 June 2022  
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A201

Attachment: Ozaukee-County-Sheriff\_Kueny06092022 (Acceptance of Bids for Justice Center Training



Demolition Plan 1/16" = 1'-0"

Ozaukee County Justice Center Sheriff Addition  
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**A202**

Attachment: Ozaukee-County-Sheriff\_Kueny06092022 (Acceptance of Bids for Justice Center Training

**Public Safety Committee****AGENDA INFORMATION SHEET**

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**AGENDA DATE:** July 19, 2022  
**DEPARTMENT:** Sheriff  
**DIRECTOR:** Christy Knowles  
**PREPARER:** Timothy Nelson

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**Agenda Summary** Management/Financial Reports

**ATTACHMENTS:**

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

Ozaukee County Committee Report  
**General Fund Sheriffs Department**  
 For the Six Months Ending Thursday, June 30, 2022  
 Profit and Loss Statement ACTUAL TO AMENDED BUDGET

|                                         | Current<br>Month<br>Actual | 2022<br>YTD<br>Actual | 2022<br>Amended<br>Budget | Budget<br>Balance    | %<br>Budget<br>YTD |
|-----------------------------------------|----------------------------|-----------------------|---------------------------|----------------------|--------------------|
| <b>Revenues</b>                         |                            |                       |                           |                      |                    |
| Intergovernmental Revenues              | \$140                      | \$1,628               | \$57,000                  | \$55,372             | 2.86%              |
| Public Charges for Services             | \$32,568                   | \$185,388             | \$384,150                 | \$198,762            | 48.26%             |
| Intergovernmental Charges               | \$8,671                    | \$66,570              | \$215,000                 | \$148,430            | 30.96%             |
| Interdepartmental Charges               | \$13                       | \$1,328               | \$4,200                   | \$2,872              | 31.62%             |
| Other Revenue                           | \$65,060                   | \$163,134             | \$165,275                 | \$2,141              | 98.70%             |
| <b>Total Revenues</b>                   | <b>\$106,452</b>           | <b>\$418,048</b>      | <b>\$825,625</b>          | <b>\$407,577</b>     | <b>50.63%</b>      |
| <b>Expenditures</b>                     |                            |                       |                           |                      |                    |
| Salaries                                | \$648,959                  | \$3,843,764           | \$8,324,617               | \$4,480,853          | 46.17%             |
| Fringe Benefits                         | \$239,651                  | \$1,562,000           | \$3,097,199               | \$1,535,199          | 50.43%             |
| Travel/Training                         | \$1,988                    | \$21,122              | \$53,120                  | \$31,998             | 39.76%             |
| Supplies                                | \$6,680                    | \$341,938             | \$764,632                 | \$422,694            | 44.72%             |
| Purchased Services                      | \$85,112                   | \$572,524             | \$1,251,332               | \$678,808            | 45.75%             |
| Interdepartment Charges                 | \$25,334                   | \$216,304             | \$428,473                 | \$212,169            | 50.48%             |
| Other Expenses                          | \$288                      | \$58,814              | \$122,635                 | \$63,821             | 47.96%             |
| <b>Total Operating Expenditures</b>     | <b>\$1,008,012</b>         | <b>\$6,616,466</b>    | <b>\$14,042,008</b>       | <b>\$7,425,542</b>   | <b>47.12%</b>      |
| <b>Capital Outlay</b>                   |                            |                       |                           |                      |                    |
| Equipment & Furniture                   | \$160,524                  | \$198,178             | \$296,250                 | \$98,072             | 66.90%             |
| <b>Total Capital Outlay</b>             | <b>\$160,524</b>           | <b>\$198,178</b>      | <b>\$296,250</b>          | <b>\$98,072</b>      | <b>66.90%</b>      |
| <b>Total Expenditures</b>               | <b>\$1,168,536</b>         | <b>\$6,814,644</b>    | <b>\$14,338,258</b>       | <b>\$7,523,614</b>   | <b>47.53%</b>      |
| Other Finance (Sources)                 | -                          | (\$66,000)            | (\$66,000)                | -                    | 100.00%            |
| <b>Net Other Financing Sources/Uses</b> | <b>-</b>                   | <b>(\$66,000)</b>     | <b>(\$66,000)</b>         | <b>-</b>             | <b>100.00%</b>     |
| <b>Net Increase (Decrease)</b>          | <b>(\$1,062,084)</b>       | <b>(\$6,330,596)</b>  | <b>(\$13,446,633)</b>     | <b>(\$7,116,037)</b> | <b>47.08%</b>      |

*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 Six Months Ending Thursday, June 30, 2022  
 Profit and Loss Statement ACTUAL TO AMENDED BUDGET

|                                     | Current<br>Month<br>Actual | 2022<br>YTD<br>Actual | 2022<br>Amended<br>Budget | Budget<br>Balance  | %<br>Budget<br>YTD |
|-------------------------------------|----------------------------|-----------------------|---------------------------|--------------------|--------------------|
| <b>Revenues</b>                     |                            |                       |                           |                    |                    |
| Intergovernmental Revenues          | \$223                      | \$5,362               | \$78,193                  | \$72,831           | 6.86%              |
| Other Revenue                       | -                          | \$2,977               | \$5,000                   | \$2,023            | 59.54%             |
| <b>Total Revenues</b>               | <b>\$223</b>               | <b>\$8,339</b>        | <b>\$83,193</b>           | <b>\$74,854</b>    | <b>10.02%</b>      |
| <b>Expenditures</b>                 |                            |                       |                           |                    |                    |
| Salaries                            | \$8,929                    | \$82,016              | \$199,836                 | \$117,820          | 41.04%             |
| Fringe Benefits                     | \$3,197                    | \$25,135              | \$49,116                  | \$23,981           | 51.17%             |
| Travel/Training                     | -                          | \$2,465               | \$3,800                   | \$1,335            | 64.87%             |
| Supplies                            | -                          | \$13,429              | \$57,577                  | \$44,148           | 23.32%             |
| Purchased Services                  | \$710                      | \$6,715               | \$20,225                  | \$13,510           | 33.20%             |
| Interdepartment Charges             | \$1,423                    | \$14,476              | \$30,325                  | \$15,849           | 47.74%             |
| Other Expenses                      | -                          | \$494                 | \$3,638                   | \$3,144            | 13.58%             |
| <b>Total Operating Expenditures</b> | <b>\$14,259</b>            | <b>\$144,730</b>      | <b>\$364,517</b>          | <b>\$219,787</b>   | <b>39.70%</b>      |
| <b>Capital Outlay</b>               |                            |                       |                           |                    |                    |
| <b>Total Expenditures</b>           | <b>\$14,259</b>            | <b>\$144,730</b>      | <b>\$364,517</b>          | <b>\$219,787</b>   | <b>39.70%</b>      |
| <b>Net Increase (Decrease)</b>      | <b>(\$14,036)</b>          | <b>(\$136,391)</b>    | <b>(\$281,324)</b>        | <b>(\$144,933)</b> | <b>48.48%</b>      |

*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

ECPR - 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

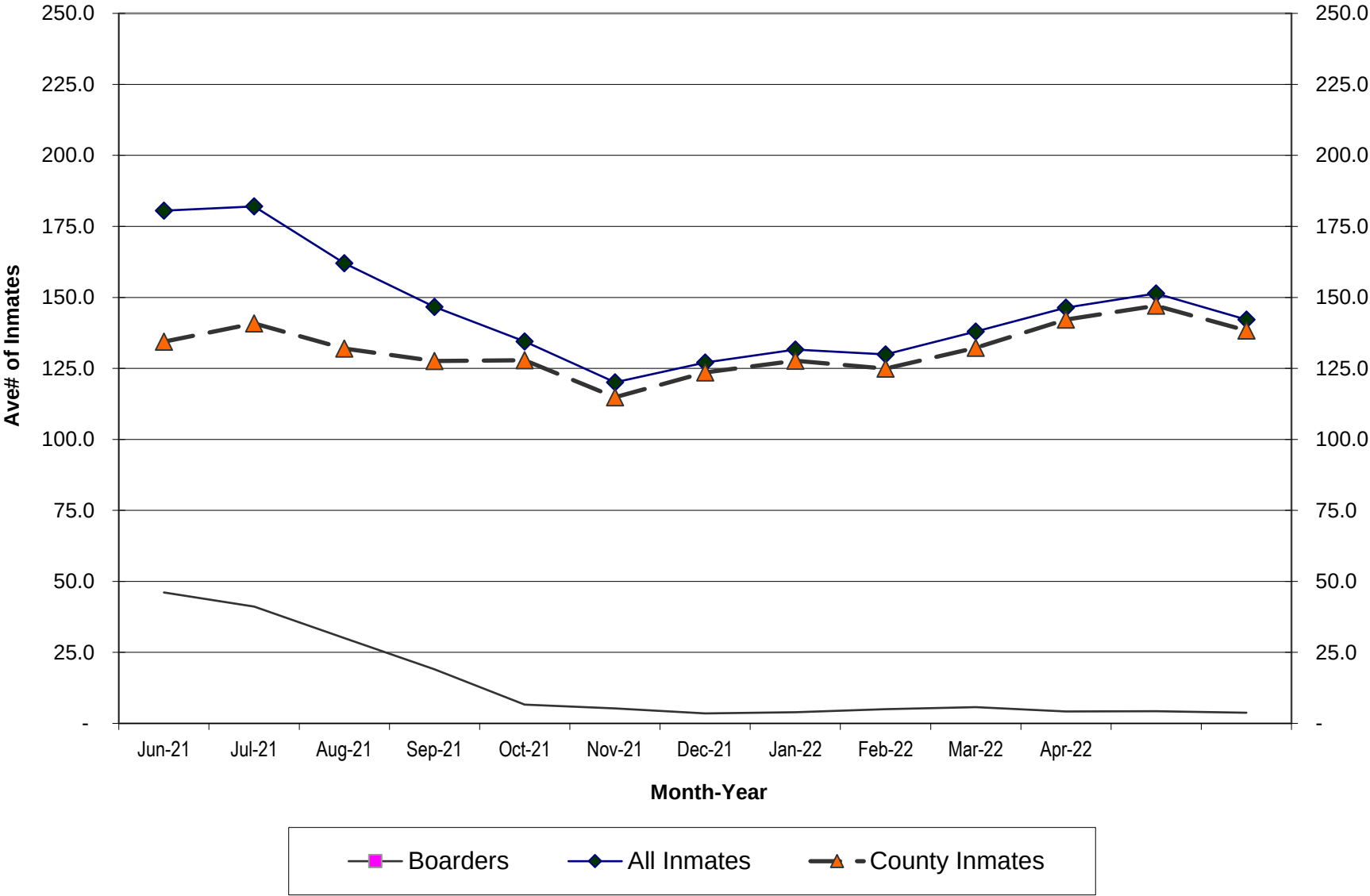
Average Jail Inmate Population

Bookings as of 06/30/2021: 1114

Bookings as of 06/30/2022: 1182

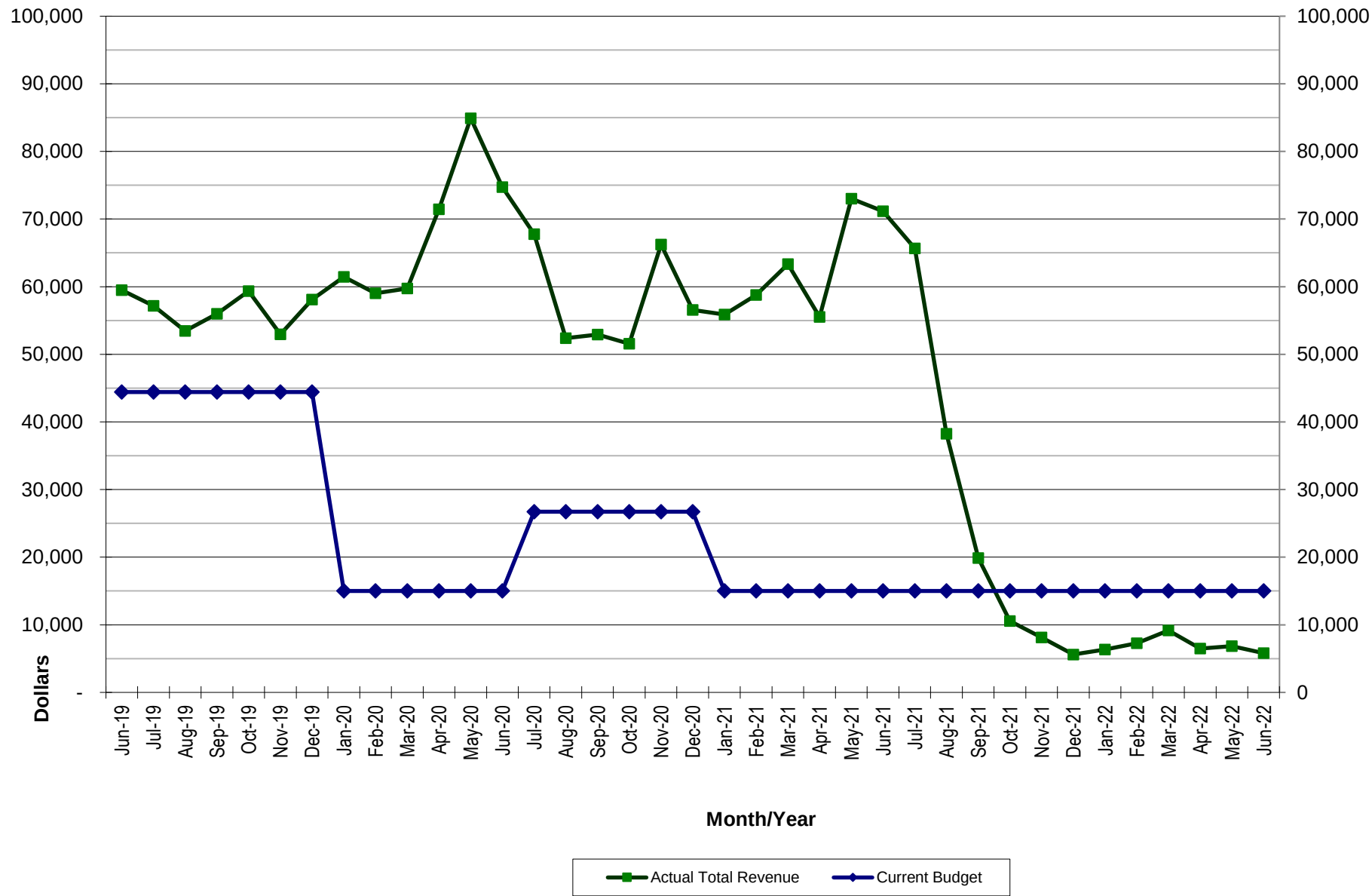
|                              | Report<br>Average | Jun-21 | Jul-21 | Aug-21 | Sep-21 | Oct-21 | Nov-21 | Dec-21 | Jan-22 | Feb-22 | Mar-22 | Apr-22 | May-22 | Jun-22 |
|------------------------------|-------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| <b><u>Adults Average</u></b> |                   |        |        |        |        |        |        |        |        |        |        |        |        |        |
| County                       |                   |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Male                         | 105.93            | 111.8  | 116.3  | 109.4  | 102.0  | 100.3  | 88.7   | 92.5   | 98.5   | 102.6  | 105.3  | 111.8  | 121.9  | 116.1  |
| Female                       | 25.88             | 22.6   | 24.6   | 22.6   | 25.6   | 27.6   | 26.1   | 31.1   | 29.2   | 22.4   | 27.0   | 30.3   | 25.2   | 22.3   |
| Total                        | 131.81            | 134.4  | 140.9  | 132.0  | 127.6  | 127.9  | 114.8  | 123.5  | 127.7  | 124.9  | 132.3  | 142.2  | 147.1  | 138.4  |
|                              |                   |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Boarders                     |                   |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Male                         | 12.98             | 44.5   | 39.7   | 28.0   | 17.8   | 5.7    | 4.5    | 3.5    | 4.0    | 5.0    | 5.7    | 4.2    | 3.7    | 2.3    |
| Female                       | 0.77              | 1.6    | 1.5    | 2.0    | 1.2    | 0.9    | 0.7    | -      | -      | -      | -      | -      | 0.6    | 1.5    |
| Total                        | 13.75             | 46.1   | 41.2   | 30.0   | 19.1   | 6.6    | 5.3    | 3.5    | 4.0    | 5.0    | 5.7    | 4.2    | 4.3    | 3.8    |
|                              |                   |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Totals                       |                   |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Male                         | 118.91            | 156.2  | 156.0  | 137.4  | 119.8  | 106.0  | 93.3   | 96.0   | 102.5  | 107.6  | 111.0  | 116.0  | 125.6  | 118.4  |
| Female                       | 26.65             | 24.3   | 26.1   | 24.6   | 26.8   | 28.5   | 26.8   | 31.1   | 29.2   | 22.4   | 27.0   | 30.3   | 25.7   | 23.7   |
| Total                        | 145.56            | 180.5  | 182.0  | 162.0  | 146.6  | 134.5  | 120.1  | 127.1  | 131.6  | 130.0  | 138.0  | 146.4  | 151.4  | 142.1  |

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



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

**OZSO Boarding Revenue History--Total Dollars**  
**06/01/2019--06/30/2022**



## DIVISION OVERTIME SUMMARY BY TYPE

From: 06/01/2022 to 06/30/2022

|                          | COURT | COURT SECURITY | DRUG UNIT | EXTRA PATROL | FTO TRAINING<br>(Straight Time) | INVESTIGATION /<br>REPORT WRITING | Holiday Worked<br>(Double time) | K-9 Duties | NURSE CALL-IN | NURSE STANDBY<br>(Straight Time) | OTHER | SHIFT<br>COMMANDER<br>VACANCY | SHIFT VACANCY | SPECIAL<br>ENFORCEMENT | SRT TRAINING | SRT Callout | TRAINING | TRAINING<br>TRAVEL TIME<br>(Straight Time) | TRANSPORTS | Total    |
|--------------------------|-------|----------------|-----------|--------------|---------------------------------|-----------------------------------|---------------------------------|------------|---------------|----------------------------------|-------|-------------------------------|---------------|------------------------|--------------|-------------|----------|--------------------------------------------|------------|----------|
| Administration           |       |                |           |              |                                 |                                   |                                 |            |               |                                  |       |                               |               |                        |              |             |          |                                            |            |          |
| Court Services           |       | 6.25           |           |              |                                 | 3.00                              |                                 |            |               |                                  |       |                               |               |                        |              |             |          |                                            |            | 9.25     |
| Clerical (Straight Time) |       |                |           |              |                                 |                                   |                                 |            |               |                                  | 2.75  |                               |               |                        |              |             |          |                                            |            | 2.75     |
| Detectives               |       |                | 15.50     |              |                                 | 25.25                             |                                 |            |               |                                  | 9.00  |                               |               |                        |              |             |          |                                            | 2.00       | 51.75    |
| Dispatch                 |       |                |           |              | 81.75                           |                                   |                                 |            |               |                                  | 8.25  |                               | 229.50        |                        |              |             |          |                                            |            | 319.50   |
| Drug Unit                |       |                |           |              |                                 |                                   |                                 |            |               |                                  |       |                               |               |                        |              |             |          |                                            |            |          |
| Jail                     |       |                |           |              | 73.75                           |                                   |                                 |            |               |                                  | 4.50  |                               | 949.50        |                        |              |             |          | 28.00                                      | 11.00      | 1,066.75 |
| Jail Sgts                |       |                |           |              |                                 |                                   |                                 |            |               |                                  |       |                               | 76.25         |                        |              |             |          |                                            |            | 76.25    |
| Nurse                    |       |                |           |              |                                 |                                   |                                 |            |               |                                  | 2.25  |                               |               |                        |              |             |          |                                            |            | 2.25     |
| Patrol                   | 30.50 |                | 2.75      | 8.50         | 82.50                           | 71.33                             |                                 |            |               |                                  | 21.00 |                               | 165.75        | 34.75                  | 8.25         |             |          | 1.00                                       | 1.00       | 427.33   |
| Patrol Sgts              | 2.00  |                |           |              |                                 | 3.25                              |                                 | 16.50      |               |                                  | 0.50  |                               | 20.25         |                        |              |             |          |                                            |            | 42.50    |
| Emergency Mngmt          |       |                |           |              |                                 |                                   |                                 |            |               |                                  |       |                               |               |                        |              |             |          |                                            |            |          |
|                          |       |                |           |              |                                 |                                   |                                 |            |               |                                  |       |                               |               |                        |              |             |          |                                            |            |          |
|                          |       |                |           |              |                                 |                                   |                                 |            |               |                                  |       |                               |               |                        |              |             |          |                                            |            |          |
| Total                    | 32.50 | 6.25           | 18.25     | 8.50         | 238.00                          | 102.83                            |                                 | 16.50      |               |                                  | 48.25 |                               | 1,441.25      | 34.75                  | 8.25         |             |          | 29.00                                      | 14.00      | 1,998.33 |