



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-242-3500
Fax: 262-242-7655

www.ci.mequon.wi.us

Police and Fire Departments

PUBLIC SAFETY COMMITTEE
Tuesday, December 13, 2022
5:00 PM
Lower Conference Room

Agenda

1) Call to Order and Roll Call

2) Approve Meeting Minutes

Action requested: review and approve

a. Public Safety Committee - Regular Meeting - Oct 11, 2022 5:00 PM

3) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 4004** A Resolution Approving a Vehicle Usage Agreement Between the City of Mequon, the Village of Thiensville and the Southern Ozaukee Fire & Emergency Medical Services Department for Fiscal Year 2023

4) Adjourn

Dated: December 13, 2022

/s/ Kathleen Schneider, Chair

Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting.

Any questions regarding this agenda may be directed to the Public Safety Office at 262-242-3500, Monday through Friday, 8:00 AM – 4:30 PM



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-242-3500
Fax: 262-242-7655

www.ci.mequon.wi.us

Police and Fire Departments

PUBLIC SAFETY COMMITTEE

Tuesday, October 11, 2022

5:00 PM

Lower Conference Room

Minutes

1) Call to Order and Roll Call

Present:

Chair Kathleen Schneider

Alderman Mark Gierl

Alderman Glenn Bushee -- **Absent**

Also Present: Police Chief Pryor, Assistant City Engineer Cole McCraw, Ed Soleski, Terry Zadra, Administrative Coordinator Melina Bowen

2) Approve Meeting Minutes

- a. Public Safety Committee - Regular Meeting - Aug 10, 2022 5:15 PM

RESULT: Accepted [Unanimous]

MOVED BY: Alderman Gierl

SECONDED BY: Alderman Schneider

AYES: Schneider, Gierl

ABSENT: Bushee

3) Discussion

- a. False Alarm Waiver Request - 1220 W. Estates Dr.

Mary Stanley requested a review by the Public Safety Committee of a false alarm charge incurred. Chief Pryor provided information regarding the circumstances of the alarm. Alderman Schneider moved to reduce the false alarm fee to \$100.00.

RESULT: Approved as Amended [Unanimous]

- b. False Alarm Waiver Request - 4531 W. Country View Dr.

Terry Zadra requested a review by the Public Safety Committee of a false alarm charge that was incurred. Terry Zadra requested that the committee waive the fees as he felt the alarm was not false. The documentation that Zadra produced was not for the date on which the alarm occurred. Terry Zadra advised that he would pay the \$200 fee.

- c. Stop Sign Request on W. Bonniwell Road at N. Granville Road

Ed Soleski requested that the Public Safety Committee consider the installation of a four way stop sign at the intersection of Bonniwell Road and Granville Road. Chief Pryor and Cole

Minutes Acceptance: Minutes of Oct 11, 2022 5:00 PM (Approve Meeting Minutes)

McCraw presented the information gathered on the intersection, concluding that the intersection did not meet the criteria for a four way stop sign.

It was decided that signage would be deployed stating that cross traffic does not stop and the issue will be revisited in 2023.

RESULT: **Approved as Amended [Unanimous]**

4) Adjourn

a. Motion

Motion to adjourn the meeting at 5:36PM.

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Alderman Schneider

SECONDED BY: Alderman Gierl

AYES: Schneider, Gierl

ABSENT: Bushee

Respectfully Submitted,

Melina Bowen

Minutes Acceptance: Minutes of Oct 11, 2022 5:00 PM (Approve Meeting Minutes)



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-242-3500
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Public Safety Committee

TO: Public Safety Committee
FROM: David Bialk, Fire Chief
DATE: December 1, 2022
SUBJECT: RESOLUTION 4004 A Resolution Approving a Vehicle Usage Agreement Between the City of Mequon, the Village of Thiensville and the Southern Ozaukee Fire & Emergency Medical Services Department for Fiscal Year 2023

Background

The inter-governmental agreement between the City of Mequon and the Village of Thiensville signed in April of 2022 created the Southern Ozaukee Fire & Emergency Medical Services Department (SOFD). One of the provisions in the IGA was that each community would maintain ownership of their fire and EMS vehicle fleet in 2023 until a capital equipment consolidation plan was established. Since the SOFD is an independent body from the two communities, it is necessary for a SOFD to enter into a vehicle usage agreement with the City of Mequon and Village of Thiensville for the use of their emergency vehicles during Fiscal Year 2023, which begins on January 1.

Analysis

Using the City of Mequon's legal services, a Vehicle Usage Agreement has been drafted and attached for execution. The City and Village will maintain liability insurance on their vehicles while the SOFD will carry collision and comprehensive insurance.

Noteworthy are the following conditions of the agreement:

- The term of the agreement is until the vehicle titles are transferred to SOFD on or before December 31, 2023.
- Each community is responsible for the maintenance of their own equipment.
- No lease or rental payment will be due to either community.

Fiscal Impact

None.

Recommendation

A recommendation is forthcoming from the Public Safety Committee on December 13, 2022.

Attachments:

Vehicle Use Agreement - Revised (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4004

A Resolution Approving a Vehicle Usage Agreement Between the City of Mequon, the Village of Thiensville and the Southern Ozaukee Fire & Emergency Medical Services Department for Fiscal Year 2023

RECITALS

A. The City of Mequon Fire Department and Village of Thiensville Fire Department are merging to become the Southern Ozaukee Fire & Emergency Medical Services Department (SOFD) on January 1, 2023.

B. The City of Mequon will maintain vehicle titles for all of its emergency vehicles until such time in 2023 that they are transferred over to the SOFD.

C. City staff has determined that a vehicle usage agreement between the City of Mequon, the Village of Thiensville and the SOFD is needed to fulfill insurance requirements to operate emergency vehicles under the SOFD beginning on January 1, 2023.

D. Fire Department staff has worked with legal staff to prepare a Vehicle Usage Agreement to allow for SOFD members to use City of Mequon vehicles for all or part of 2023.

E. The Public Safety Committee at its meeting on December 13, 2022 agreed with staff's recommendation to approve the Vehicle Usage Agreement between the City of Mequon, the Village of Thiensville and the SOFD, attached as Exhibit A.

BASED ON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that:

1. The Vehicle Usage Agreement with the Southern Ozaukee Fire and Emergency Medical Services Department in the form as attached is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: December 13, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on December 13, 2022.

Caroline Fochs, City Clerk

VEHICLE USAGE AGREEMENT

WHEREAS, the City of Mequon (the “City”) and the Village of Thiensville (the “Village”) each operated a Fire Department which required the ownership and use of certain fire and emergency medical service vehicles; and

WHEREAS, the City and Village entered into an intergovernmental agreement (the “IGA”) to combine their two fire departments into a single department known as the Southern Ozaukee Fire and Emergency Medical Services Department (“SOFD”); and

WHEREAS, the IGA provides that SOFD may initially utilize the fire and emergency medical service vehicles and apparatus that are owned by the City or Village; and

WHEREAS, the City, Village and SOFD desire to enter into the Vehicle Usage Agreement to formalize the terms of SOFD’s use of City and/or Village fire and emergency medical service vehicles;

NOW, THEREFORE, the parties hereby agree that SOFD may utilize the fire and emergency medical service vehicles and other apparatus of the City and/or the Village subject to the following conditions:

1. Commencing on January 1, 2023, SOFD shall be entitled to utilize the fire and emergency medical service vehicles and other apparatus of either the City, the Village, or both until such time as title to the vehicles transfers to SOFD pursuant to the IGA, or December 31, 2023, whichever is sooner (the “Term”).
2. During the term of this Agreement, the City in the case of City-owned equipment, or the Village in the case of Village-owned equipment, will provide the labor for the maintenance of the vehicles and apparatus used by SOFD to keep the equipment in good working order. SOFD shall be responsible for the cost of any parts or materials necessary for the maintenance of the vehicles and apparatus, the full costs of any repairs necessary on the equipment, and any other expenses associated with operating the equipment.
3. SOFD shall pay the cost of auto liability, collision and comprehensive insurance coverage to insure against physical damage to the equipment used. Each of the parties agrees to secure and maintain at all times during the term of this agreement general liability insurance to protect each party against any and all claims for injury or loss arising out of or related to the provision and use of the equipment.
4. Each party hereby agrees to indemnify, defend and hold harmless the other party, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys’ fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the indemnifying party or of

Exhibit A

anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the indemnified party its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the indemnified party, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the indemnified party, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The indemnifying party shall reimburse the indemnified party, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. This indemnity provision shall survive the termination or expiration of this Agreement.

5. The City and Village retain sole ownership of the City or Village equipment utilized by SOFD, subject only to the rights of use granted to SOFD pursuant to this Agreement.

6. No lease or rental payment shall be due to the City or Village for SOFD's use of the fire and emergency medical service vehicles and apparatus pursuant to this Agreement.

7. All parties agree that their respective benefits pursuant to this agreement constitutes sufficient consideration for the Agreement.

8. No change or other agreement will be binding unless in writing and signed by the parties.

VILLAGE OF THIENSVILLE**CITY OF MEQUON**

Van A. Mobley, President

Andrew Nerbun, Mayor

Amy Langlois, Clerk

Caroline Fochs, City Clerk

Approved as to Form:

Brian C. Sajdak
Mequon City Attorney

Exhibit A

**SOUTHERN OZAUKEE FIRE AND
EMERGENCY MEDICAL SERVICES DEPARTMENT**

Van A. Mobley, President

Andrew Nerbun, Vice President