



Southern Ozaukee Fire & EMS Board
AGENDA

DATE: Wednesday, January 10, 2024

LOCATION: 250 Elm Street, Thiensville, WI

TIME: 5:30 PM

I. CALL TO ORDER

II. ROLL CALL

MEQUON MAYOR ANDREW NERBUN
MEQUON ADMINISTRATOR WILL JONES
MEQUON ALDERMAN DALE MAYR
MEQUON ALDERWOMAN KATHLEEN SCHNEIDER
MEQUON CITIZEN MEMBER LYNN STREETER

THIENSVILLE PRESIDENT VAN MOBLEY
THIENSVILLE ADMINISTRATOR COLLEEN LANDISCH-HANSEN
THIENSVILLE TRUSTEE KRISTINA ECKERT (EXCUSED)
THIENSVILLE CITIZEN MEMBER DOUGLAS CHIMENTI
THIENSVILLE ALTERNATE TRUSTEE DAVID LANGE

III. APPROVAL OF MINUTES

A. November 8, 2023 (att)

IV. PERSONAL APPEARANCES AND PUBLIC COMMENT

A. Citizens wishing to address the SOFD Board on any matter not on the agenda may do so at this time. If you desire to be heard on agenda items, you may be heard when that item is considered on the agenda. The time limit is five minutes.

V. GOVERNANCE

A. Adoption of the SOFD Fleet Consolidation and Capital Account Plan (Review and Approve) (att)

B. Resolution to Adopt the Second Amendment to the Southern Ozaukee Fire and Emergency Medical Services Agreement (Review and Approve) (att)

VI. FINANCE

A. Ambulance billing update (att)

B. 2023 Budget Review (att)

VII. OPERATIONS

A. Mission, Vision and Values update (att)

B. Staffing update (att)

C. Year-End Report - Response Statistics (att)

D. Commercial fire inspection fee update (att)

E. Paramedic schooling initiative (att)

F. Updated workplan 2024 (att)

G. Thiensville Fire Station usage (att)

VIII. MOTION TO ADJOURN TO CLOSED SESSION

A. Fire Chief Performance Review. The Board may enter into Closed Session pursuant to Wis. Stats. 19.85 (1)(c) Considering employment, promotion, compensation or performance evaluation date of any public employee over which the governmental body has jurisdiction or exercises responsibility, and then may reconvene into Open Session to take such action as it deems necessary. (att)

1. Roll Call Vote

IX. MOTION TO RECONVENE IN OPEN SESSION

A. Motion of Commission to Reconvene

B. Review and possible action regarding Closed Session topic

X. ADJOURNMENT

Colleen Landisch-Hansen, Interim Village Clerk

January 5, 2024

Please advise the Thiensville Municipal Hall, 250 Elm Street (262-242-3720) at least 24 hours prior to the start of this meeting if you have disabilities and desire special accommodations.



Southern Ozaukee Fire & EMS Board
MINUTES

DATE: Wednesday, November 8, 2023

LOCATION: 250 Elm Street, Thiensville,
WI

TIME: 5:30 PM

I. CALL TO ORDER

Mayor Nerbun called the meeting to order at 5:30 PM.

II. ROLL CALL

MEQUON MAYOR ANDREW NERBUN
MEQUON ADMINISTRATOR WILL JONES
MEQUON ALDERMAN DALE MAYR
MEQUON ALDERWOMAN KATHLEEN SCHNEIDER
MEQUON CITIZEN MEMBER LYNN STREETER

THIENSVILLE PRESIDENT VAN MOBLEY
THIENSVILLE ADMINISTRATOR COLLEEN LANDISCH-HANSEN
THIENSVILLE TRUSTEE KRISTINA ECKERT
THIENSVILLE CITIZEN MEMBER DOUGLAS CHIMENTI
THIENSVILLE ALTERNATE TRUSTEE DAVID LANGE (NOT PRESENT)

III. APPROVAL OF MINUTES

A. September 13, 2023 (att)

Citizen member Streeter proposed changes to Discussion Item A., Mission, Vision and Values, to say Chief Bialk asked members for guidance about operationalizing the Mission, Vision and Values, including making signs.

MOTION by Alderwoman Schneider, **SECONDED** by Alderman Schneider to approve the September 13, 2023 Minutes as amended. **MOTION CARRIED UNANIMOUSLY.**

IV. PERSONAL APPEARANCES AND PUBLIC COMMENT

A. Citizens wishing to address the SOFD Board on any matter not on the agenda may do so at this time. If you desire to be heard on agenda items, you may be heard when that item is considered on the agenda. The time limit is five minutes.

John Treffert, 184 Alta Loma Court, Thiensville, commended all parties involved for their accomplishments with the merger of the Departments.

John Kukla, 313 Riverview Drive, Thiensville, president of the Thiensville Volunteer Fire Department Corp., thanked Chief Bialk and others from SOFD for their participation in recent fundraising events. Upcoming community events include the tree lighting and pancake breakfast with Santa.

V. GOVERNANCE

A. Discuss Wisconsin Policy Forum award (att)

Chief Bialk shared Mequon and Thiensville will receive the Intergovernmental Cooperation Award from Wisconsin Policy Forum for the merger of the Mequon and Thiensville Fire Departments.

B. Review and approve Mission, Vision and Values (att)

Chief Bialk noted posters and T-shirts incorporating the Mission, Vision and Values have been produced. Trustee Eckert thanked Citizen Member Lynn Streeter for her work.

MOTION by Trustee Eckert, **SECONDED** by Alderwoman Schneider to approve Mission, Vision and Values. **MOTION CARRIED UNANIMOUSLY.**

C. Review and approve 2023-2024 Work Plan (att)

Chief Bialk reviewed activities in 2023 and plans for 2024. Administrator Jones noted that the Work Plan is a living document that may undergo changes as needs arise.

VI. OPERATIONS

A. Discuss Biennial Ambulance Inspection (att)

Chief Bialk shared that the Department did well in a recent inspection of ambulances. All items of concern during the inspection have been corrected. Application of the Department name on ambulances will occur in January. Alderman Mayr asked about the internal inspection process. Chief Bialk stated checks occur weekly.

B. Staffing Update/Paramedic Training (att)

Chief Bialk noted in 2023, 1.5% of shifts were unfilled, compared to 16% in 2022. The 1.5% represents time that cannot be filled by part-time or paid-on-call staff. Chief Bialk emailed all members to gauge interest in who wants to attend paramedic school. Six expressed interest. The cost will be paid by the Department.

C. Discuss Commercial Fire Inspection Fees (att)

A fire inspection fee was created when the Departments merged. There are discrepancies with inspection fees per square foot. Invoices are being calculated based on a smaller square foot scale than what was adopted. Chief Bialk has asked Deputy Chief Zellmann to determine a policy for exempted properties for review in 2024. Mayor Nerbun suggested sending new bills at the lower amount and returning checks for payments made at the higher rate. Deputy Chief Zellmann noted he had received several phone calls on the bills for fire inspection fees and there have been few complaints after the inspection fee was explained.

VII. FINANCE

A. Ozaukee County ARPA Funding Update (att)

Chief Bialk provided an update on Ozaukee County ARPA Funding. The initial installment has been received. A second payment will be sent on April 1, 2024.

B. Ambulance Billing Update (att)

Through October 31, 2023, there have been 468 ambulance transports with about \$1.7 million in charges. The Department will be close to projections at the end of the year.

C. Review Third Quarter 2023 Budget (att)

Chief Bialk provided an update on the 2023 Budget. The Department recently received a \$4,000 grant that has been spent on pagers. Alderwoman Schneider asked how credit cards are used. Chief Bialk it is primarily for supplies that are purchased online, such as from Amazon. Commissioners discussed a policy for quarterly review of the check register.

VIII. CAPITAL

A. Discuss Capital Equipment Funding/Fleet (att)

A working group has been established to discuss the use and potential sale of fleet vehicles. The Department currently has two ladder trucks. Administrator Jones noted a key question is whether to keep two ladder trucks or sell one and apply the proceeds to the capital account. Alderman Mayr suggested studying the use of the ladder truck to determine if there is a benefit

to keeping one on the east side and the other on the west side. The Board will discuss the ladder trucks in more detail in 2024. Fleet consolidation will continue to be discussed at the January 2024 meeting.

IX. ANY OTHER MISCELLANEOUS BUSINESS BY MEMBERS AS MAY BE BROUGHT BEFORE THE BOARD

A. Review news articles

1. North Shore Fire and Rescue, Milwaukee Journal Sentinel (att)
2. Electric fire truck, Milwaukee Journal Sentinel (att)

Administrator Jones noted the articles were included for members' interest.

B. Review Meeting Date Schedule

1. January 10, 2024
2. Review Proposed SOFD Board Meetings 2024

Members reviewed upcoming meeting dates.

X. ADJOURNMENT

MOTION by Alderwoman Schneider, **SECONDED** by Alderman Mayr to adjourn the meeting at 6:45 PM. **MOTION CARRIED UNANIMOUSLY.**

Submitted by,

Gary Achterberg
Village of Thiensville
Administrative Assistant

Signed by,

Colleen Landisch-Hansen
Village of Thiensville
Administrator and Interim Clerk



Southern Ozaukee Fire and
Emergency Medical Services Department
11300 N. Buntrock Avenue
Mequon, WI 53092
(262) 242-2530
(262) 242-5042 Fax

TO: SOFD Board
FROM: Fire Chief David L Bialk
DATE: January 10, 2024
SUBJECT: SOFD Fleet Consolidation and Capital Account Plan

Background

The original Inter Governmental Agreement between Mequon and Thiensville called for the two fleets to be consolidated in 2023 with the remaining equipment purchased by SOFD and paid for over a 10-year period. Discussion at the working group level and at the November 8th SOFD Board meeting suggested that an expedited process would be more efficient.

Analysis

Fleet Consolidation and Capital Account Plan

The following is the suggested plan:

1. All apparatus from Mequon and Thiensville be donated to the SOFD
2. All existing fire department capital fund accounts be transferred to the SOFD
3. An equalizing payment from SOFD to Thiensville will be made to account for donations and capital funds not equaling the 84.43% Mequon and 15.57% Thiensville funding split.

Equalizing Payment

The following shows how the equalizing payment would be calculated. The numbers shown are the most accurate numbers available at the time of this meeting. The actual equalizing payment could be different pending review of these calculations, valuations, and/or interest accrual in the capital accounts.

Fleet-

The vehicles from both departments were valued for the purpose of this consolidation. For vehicles that have not been sold, the value was set at the value of the appraisal that was completed on March 23rd, 2022, by Gerlach Companies. For vehicles that have been sold, the value was set at the sales price. *Specific vehicle values attached.*

Value of Mequon vehicles: \$1,412,825.00

Value of Thiensville vehicles: \$512,350.00

Following the designated funding split in the IGA of 84.43% from Mequon and 15.57% from Thiensville, an equalizing payment to Thiensville in the amount of \$212,600.25 is needed to account for the excess vehicle value that was contributed by Thiensville.

Capital Accounts-

Mequon capital account transfer: \$845,295.00

Thiensville capital account transfer: \$116,800.25

Following the designated funding split in the IGA of 84.43% from Mequon and 15.57% from Thiensville, an equalizing payment to Mequon in the amount of \$39,083.24 is needed to account for the excess capital account funds that was contributed by Mequon

Due to Thiensville: \$212,600.25

Due to Mequon: \$39,083.24

Sum amount of payment to Thiensville: \$173,517.01

Fiscal Impact

Payment of the calculated equalizing payment will be made to the Village of Thiensville. SOFD has the funds available for this payment from the sale of excess vehicles, equipment, and from its' capital account.

Recommendation

Approval of the Fleet Consolidation and Capital Account Plan

Fire Chief David L Bialk

David L Bialk

Southern Ozaukee Fire Department



Southern Ozaukee Fire and
Emergency Medical Services Department
11300 N. Buntrock Avenue
Mequon, WI 53092
(262) 242-2530
(262) 242-5042 Fax

TO: SOFD Board

FROM: Fire Chief David L Bialk

DATE: January 10, 2024

SUBJECT: Resolution to adopt the Second Amendment to the Southern Ozaukee Fire and Emergency Medical Services Agreement

Background

The original Inter Governmental Agreement between Mequon and Thiensville called for the two fleets to be consolidated in 2023 with the remaining equipment purchased by SOFD and paid for over a 10-year period. Discussion at the working group level and at the November 8th SOFD Board meeting suggested that an expedited process would be more efficient. To implement the new Fleet Consolidation and Capital Account Plan the Inter-Governmental Agreement needs to be amended.

Analysis

The following amendment is proposed.

SECOND AMENDMENT TO THE SOUTHERN OZAUKEE FIRE AND EMERGENCY MEDICAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO THE SOUTHERN OZAUKEE FIRE AND EMERGENCY MEDICAL SERVICES AGREEMENT ("Second Amendment") 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. This Amendment 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, having determined that their communities will benefit from unified, integrated fire and emergency medical services, entered into the Southern Ozaukee Fire and Emergency Medical Services Agreement ("Agreement").

B. The Agreement called for operation of the Thiensville and Mequon Fire Departments under joint command since July 1, 2022, before fully integrating into a joint department on January 1, 2023.

C. Pursuant to the Agreement, personal property and contributions to the Southern Ozaukee Fire and Emergency Medical Services Department ("SOFD") were to be addressed during the 2023 calendar year.

D. Following an analysis of the equipment and available contributions, the SOFD Board identified various changes to the Agreement that would clarify or improve the terms of the operations of the Department and recommended that the municipalities amend the Agreement to reflect the same.

E. The municipalities desire to follow the recommendation of the SOFD Board to amend the Agreement as provided for in this Amendment.

AGREEMENTS

Based upon the forgoing recitals, and in consideration of the following mutual covenants and conditions, the municipalities agree:

1. Except as provided in this Amendment, all terms and conditions of the Agreement not inconsistent with the terms of this Amendment remain in full force and effect. All capitalized or defined terms in the Agreement shall have the same meaning in this Amendment.

2. Section 8(a) of the Agreement is amended to read as follows:

~~(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.~~

(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. Within 60 days of the Effective Date of the Second Amendment to the Agreement, each municipality shall:

- (i) donate all fire and emergency medical service apparatus and vehicles owned by it to SOFD; and
- (ii) transfer all funds in its existing fire department capital fund accounts to SOFD.

Upon completion of the above donations and transfers, SOFD shall pay an equalizing payment to the municipality the donated or transferred more net equipment and capital with respect to the agreed-upon allocation of expenses pursuant to Section 12(a) in order to address disparities in the values of the various apparatus, equipment, and capital reserves owned by the municipalities prior to the donation or transfer. Any such equalizing payment(s) shall be approved subject to the capital expenditure approval requirements outlined in section II, as may be applicable.

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

Fiscal Impact

Payment of the calculated equalizing payment will be made to the Village of Thiensville. SOFD has the funds available for this payment from the sale of excess vehicles and equipment.

Recommendation

Approval of Second Amendment to the Southern Ozaukee Fire and Emergency Medical Services Agreement

Fire Chief David L Bialk

David L Bialk

Southern Ozaukee Fire Department

SECOND AMENDMENT TO THE SOUTHERN OZAUKEE
FIRE AND EMERGENCY MEDICAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO THE SOUTHERN OZAUKEE FIRE AND EMERGENCY MEDICAL SERVICES AGREEMENT (“Second Amendment”) 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. This Amendment 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, having determined that their communities will benefit from unified, integrated fire and emergency medical services, entered into the Southern Ozaukee Fire and Emergency Medical Services Agreement (“Agreement”).

B. The Agreement called for operation of the Thiensville and Mequon Fire Departments under joint command since July 1, 2022, before fully integrating into a joint department on January 1, 2023.

C. Pursuant to the Agreement, personal property and contributions to the Southern Ozaukee Fire and Emergency Medical Services Department (“SOFD”) were to be addressed during the 2023 calendar year.

D. Following an analysis of the equipment and available contributions, the SOFD Board identified various changes to the Agreement that would clarify or improve the terms of the operations of the Department and recommended that the municipalities amend the Agreement to reflect the same.

E. The municipalities desire to follow the recommendation of the SOFD Board to amend the Agreement as provided for in this Amendment.

AGREEMENTS

Based upon the forgoing recitals, and in consideration of the following mutual covenants and conditions, the municipalities agree:

1. Except as provided in this Amendment, all terms and conditions of the Agreement not inconsistent with the terms of this Amendment remain in full force and effect. All capitalized or defined terms in the Agreement shall have the same meaning in this Amendment.

2. Section 8(a) of the Agreement is amended to read as follows:

~~(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.~~

(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. Within 60 days of the Effective Date of the Second Amendment to the Agreement, each municipality shall:

- (i) donate all fire and emergency medical service apparatus and vehicles owned by it to SOFD; and**
- (ii) transfer all funds in its existing fire department capital fund accounts to SOFD.**

Upon completion of the above donations and transfers, SOFD shall pay an equalizing payment to the municipality the donated or transferred more net equipment and capital with respect to the agreed-upon allocation of expenses pursuant to Section 12(a) in order to address disparities in the values of the various apparatus, equipment, and capital reserves owned by the municipalities prior to the donation or transfer. Any such equalizing payment(s) shall be approved subject to the capital expenditure approval requirements outlined in section II, as may be applicable.

Equipment Values

					Value
961	1997	Pierce Quint	100' Aerial, 2000 GPM, 475 Gal. Water	Sold	\$ 40,000.00
960	2006	Pierce	100' Tower Ladder, 1500 GPM		\$ 360,000.00
966	2011	Pierce/ International	3500 Gallon Tender		\$ 105,000.00
967	1990	Ford LTS 9000	3500 Gallon Tender	Sold	\$ 48,500.00
959	1999	Ford F-350	Brush Truck (re-purposed)		\$ 20,000.00
963	2000	Pierce Lance	Fire Engine 1750 GPM, 1000 Gal. Water	Sold	\$ 66,000.00
962	2008	Pierce Impel	Fire Engine, 1500 GPM, 1000 Gal. Water		\$ 125,000.00
964	2015	Pierce Impel	Fire Engine, 1500 GPM, 1000 Gal. Water		\$ 275,000.00
956	2009	Chevrolet Tahoe	Utility vehicle		\$ 7,500.00
970	2016	Chevrolet Tahoe	Chief's vehicle		\$ 35,000.00
971	2017	Jeep Grand Cherokee	Deputy Chief's vehicle		\$ 26,000.00
954	2012	Jeep Grand Cherokee	Utility Vehicle/Spare First Responder	Sold	\$ 5,700.00
954-A	2012	Jeep Grand Cherokee	Utility Vehicle/Spare First Responder	Sold	\$ 6,325.00
951	2009	Ford E-350	Ambulance		\$ 18,000.00
952	2014	Ford E-350	Ambulance		\$ 52,000.00
950	2016	Ford E-350	Ambulance		\$ 67,500.00
958-A	2021	Jeep Grand Cherokee	First Responder Vehicle		\$ 30,500.00
958	2021	Jeep Grand Cherokee	First Responder/Paramedic Interceptor		\$ 30,000.00
Golf Cart	2003	Cushman Commander	24 volt electric		\$ 2,500.00
Boat	2010	Rescue One	16' Rigid Hull Boat, 2010 40HP motor		\$ 12,800.00
Boat	2020	Inmar	12' inflatable boat, 2011 20HP motor		\$ 2,000.00
957	2021	Chevy Silverado 2500	Utility Pick-up Truck		\$ 40,000.00
955	2016	Ford Step Van	Special Operations Equipment Truck		\$ 37,500.00
Mequon Total					\$ 1,412,825.00
561	2007	Pierce Dash	105' Aerial, 2000 GPM, 475 Gal. Water		\$ 250,000.00
563	1999	Pierce Lance	Fire Engine 1750 GPM 500 Gal. Water		\$ 58,000.00
562	1997	Pierce Quantum	Fire Engine, 2000 GPM, 2500 Gal Water		\$ 50,000.00
554	2014	Ford Expedition	Battalient Chief's Command Vehicle		\$ 22,000.00
556	2010	Chevy Tahoe	Utility Vehicle		\$ 15,000.00
551	2004	Chevy C4500, Medtec	Ambulance		\$ 35,000.00
552	2004	Chevy C4500, Medtec	Ambulance		\$ 35,000.00
555	2019	Chevy Tahoe	Paramedic Interceptor Med 9		\$ 36,000.00
TFD Boat	1984	Boston Whaler		Sold	\$ 4,850.00
UTV	2007	Kubota RTV900	UTV		\$ 6,500.00
Thiensville Total					\$ 512,350.00

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.

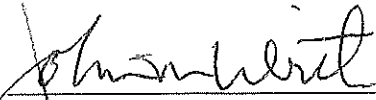
(g) Electronic Signatures. This Agreement may be signed electronically, and manual or electronic signatures may be transmitted by facsimile or email. All such signatures shall be enforceable as original signatures.

[SIGNATURES ON FOLLOWING PAGE]

[Signature Page]

CITY OF MEQUON

By:

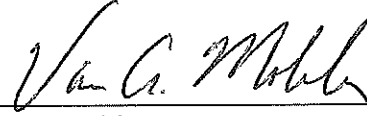


John M. Wirth
Mayor

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
2022	
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
2023	
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
2024	
Mequon & Thiensville Equipment/Fleet Combined	January 1, 2024
Three (3) New Firefighter Paramedics Hired	April 1, 2024
2025	
Department Facilities Plan Implementation	January 1, 2025
Three (3) New Firefighter Paramedics Hired	April 1, 2025

Established: April 12, 2022

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

EXPENDITURES		2022	2023	2024	2025	2026	2027
Position	Hours						
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	\$82,412	\$80,188	\$77,970	\$75,758	\$73,546
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	\$84,223	\$82,412	\$80,188	\$77,970	\$75,758	\$73,546
Firefighter/Paramedic (M-T Merger)	2,920/Year	\$96,522	\$105,019	\$114,142	\$123,979	\$133,715	\$143,451
Firefighter/Paramedic (M-T Merger)	2,920/Year	\$109,614	\$118,111	\$127,234	\$137,071	\$147,183	\$157,595
Firefighter/Paramedic (Ozaukee County)	2,920/Year	\$98,622	\$98,622	\$107,665	\$117,724	\$127,803	\$137,892
Firefighter/Paramedic (Ozaukee County)	2,920/Year	\$98,622	\$98,622	\$107,665	\$117,724	\$127,803	\$137,892
Firefighter/Paramedic (Ozaukee County)	2,920/Year	\$111,714	\$111,714	\$120,757	\$130,800	\$140,843	\$150,886
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			\$101,188	\$107,665	\$114,141	\$120,623
Firefighter/Paramedic (Year 3 Hires)	2,920/Year			\$114,281	\$120,757	\$127,834	\$134,910
Firefighter/Paramedic (Year 3 Hires)	2,920/Year				\$103,960	\$110,632	\$117,302
Firefighter/Paramedic (Year 3 Hires)	2,920/Year				\$123,724	\$130,395	\$137,066
Firefighter/Paramedic (Year 4 Hires)	2,920/Year					\$106,816	\$113,487
Firefighter/Paramedic (Year 4 Hires)	2,920/Year					\$106,816	\$113,487
Firefighter/Paramedic (Year 4 Hires)	2,920/Year					\$106,816	\$113,487
Firefighter/Paramedic (Year 5 Hires)	2,920/Year					\$119,909	\$126,580
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	\$0	\$0	\$0	
Paid on Call 24/7/365		\$0	\$0	\$0	\$0	\$0	
Paid on Call 24/7/365		\$102,400	\$102,400	\$102,400	\$102,400	\$102,400	\$102,400
Fire Call Pay		\$109,000	\$103,000	\$106,090	\$90,000	\$92,700	\$95,481
Training		\$19,500	\$20,085	\$20,688	\$21,308	\$21,947	\$22,586
Vehicle Checks							
Combined Operating Budget		\$389,319	\$390,985	\$398,805	\$406,781	\$414,917	\$423,215
Interns		\$30,000	\$30,000	\$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							

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

	2021	2022	2023	2024	2025	2026	2027
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	\$980,927	\$935,689	\$983,344	\$1,030,028	\$1,078,996	\$1,130,357	\$1,184,231
Thiensville							
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
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		\$957,371	\$1,297,040	\$1,664,883	\$2,035,814	\$2,441,579	\$2,829,383
TOTAL REVENUE		\$2,097,390	\$2,495,590	\$2,920,484	\$3,351,263	\$3,819,809	\$4,273,478
TOTAL EXPENDITURES		\$2,097,390	\$2,495,590	\$2,920,484	\$3,351,263	\$3,819,809	\$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		\$857,371	\$1,197,040	\$1,564,883	\$1,885,814	\$2,291,579	\$2,679,383
Mequon Share (84.4%)		\$723,878	\$1,010,661	\$1,321,231	\$1,592,193	\$1,934,780	\$2,262,203
Thiensville Share (15.6%)		\$133,493	\$186,379	\$243,652	\$293,621	\$356,799	\$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)						



Southern Ozaukee Fire and
Emergency Medical Services Department
11300 N. Buntrock Avenue
Mequon, WI 53092
(262) 242-2530
(262) 242-5042 Fax

TO: SOFD Board
FROM: Fire Chief David L Bialk
DATE: January 10, 2024
SUBJECT: Ambulance Billing Update

Background

Revenues were a significant portion (52%) of the Southern Ozaukee Fire Department budget for 2023 and 54% for 2024. Ambulance transport makes up 76% of the total revenue the department receives. Although the ambulance billing was slow to start in 2023 the past six months have seen the revenue start to come in. In 2023, SOFD transported 1,821 patients to the hospital and provided on-scene care totaling \$2,435,878 in charges. The revenue for ambulance transports made in October, November, and December of 2023 will not be realized until January, February, and March of 2024. Historically Mequon and Thiensville would recover 52% of their total amount of charges. Using the historical recovery data SOFD is on track to recover \$1,266,656 for ambulance transports in 2023.

As of November 30, 2023, SOFD has received \$636,934 of the projected revenue from ambulance billing.

Analysis

Attached is the current breakdown of ambulance transports based on type of insurance, amount billed, and amount collected. SOFD staff continues to support the billing process and maximize revenue for SOFD by reviewing the ambulance fee schedule annually and working with our billing company to ensure reports are completed appropriately to achieve maximum reimbursement.

Fiscal Impact

For 2023, ambulance revenue was budgeted at 1.2 million. In late 2023 the SOFD Board agreed to raise the fee for transports which is expected to bring in an extra \$4,000 a month going forward.

Recommendation

Staff will continue to monitor revenues and expenses.

Fire Chief David L Bialk

David L Bialk

Southern Ozaukee Fire Department

Charge Type Detail Report (Trip Date)
 Start Date: 2023-01-01 End Date: 2023-12-31

	<u>Count</u>	<u>Dollars</u>
Southern Ozaukee Fire Department		
ALS Base Rates		
ALS Emerg NonRes - SOFD	164	\$ 235,500.00
ALS Emerg Resident - SOFD	694	\$ 939,600.00
ALS2 NonRes - SOFD	14	\$ 23,900.00
ALS2 Resident - SOFD	34	\$ 54,700.00
Totals For Type: ALS Base Rates	906	\$ 1,253,700.00
BLS Base Rates		
BLS Emerg NonRes - SOFD	129	\$ 153,000.00
BLS Emerg Resident - SOFD	624	\$ 656,400.00
Totals For Type: BLS Base Rates	753	\$ 809,400.00
Mileage		
Mileage NonRes - SOFD	1,921	\$ 47,414.00
Mileage Resident - SOFD	8,806	\$ 206,914.10
Totals For Type: Mileage	10,727	\$ 254,328.10
Other Charges		
ALS TNT NonRes - SOFD	26	\$ 18,200.00
ALS TNT Resident - SOFD	56	\$ 33,600.00
BLS TNT NonRes - SOFD	49	\$ 17,150.00
BLS TNT Resident - SOFD	118	\$ 38,350.00
DOA Transport NonRes - SOFD	4	\$ 1,400.00
DOA Transport Resident - SOFD	30	\$ 9,750.00
Totals For Type: Other Charges	283	\$ 118,450.00
Totals For Company: Southern Ozaukee Fire Department	12,669	\$ 2,435,878.10
Report Totals:	12,669	\$ 2,435,878.10



Southern Ozaukee Fire and
Emergency Medical Services Department
11300 N. Buntrock Avenue
Mequon, WI 53092
(262) 242-2530
(262) 242-5042 Fax

TO: SOFD Board
FROM: Fire Chief David L Bialk
DATE: January 10, 2024
SUBJECT: 2023 Budget Review

Background

One of the SOFD Board's charges is oversight of the nearly \$3.6-million-dollar budget. As explained in the Q1 presentation in May, 48% of the SOFD budget comes from the tax levy with the remaining 52% from various types of revenue.

Analysis

A review of the SOFD budget by fire department staff for the budget year 2023 shows overall operating costs are on target with 86% of the budget expended at the end of 2023. In the coming weeks there will still be expenses for 2023 that will need to be paid. The largest portion of the budget are the payroll expenses. The year's final payroll will be paid on Friday January 5, 2024. The overall payroll was \$1,829,421 which is 15% under budget. This was mainly due to two unfilled vacancies. As expected, the revenue side is behind because of the delay in ambulance billing, false alarm fees, and crash billing. There is currently about 53% of non-tax-supported revenue collected at the end of 2024. Despite the delay in ambulance billing, staff still expects the revenue to reach its goal for 2023 with some of the money being collected in 2024.

Fiscal Impact

Currently the 2023 budget is on target to come in where it was expected to.

Recommendation

Staff will continue to monitor the budget monthly to ensure the budget is on track.

Fire Chief David L Bialk

David L Bialk

Southern Ozaukee Fire Department

Southern Ozaukee Fire and EMS Department

Budget vs. Actuals: 2023 SOFD Budget - FY23 P&L

December 2022 - December 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Revenue				
40000 Permits & Other Fees/Revenue	0.00		0.00	
40100 Burn Permits	7,880.00	15,725.00	-7,845.00	50.11 %
40300 Building Inspection(Fire Fees)	1,200.00	7,122.00	-5,922.00	16.85 %
40400 Other Fire Prevention Fees		8,000.00	-8,000.00	
40410 Community Education CPR	145.00		145.00	
Total 40400 Other Fire Prevention Fees	145.00	8,000.00	-7,855.00	1.81 %
40500 Fire Inspections(Annual)	76,160.00	30,000.00	46,160.00	253.87 %
40700 Ambulance Fees	600,038.15	1,207,498.00	-607,459.85	49.69 %
40710 Thiensville EMS Revenue Oct-Dec 2022	-790.42		-790.42	
Total 40700 Ambulance Fees	599,247.73	1,207,498.00	-608,250.27	49.63 %
40800 False Alarms		2,700.00	-2,700.00	
40900 Accident Fees		8,538.00	-8,538.00	
Total 40000 Permits & Other Fees/Revenue	684,632.73	1,279,583.00	-594,950.27	53.50 %
43000 Government Contracts & Grants				
43200 Municipality Revenue Share				
43210 City of Mequon	1,344,172.00	1,344,172.00	0.00	100.00 %
43220 Village of Thiensville	247,882.96	247,883.00	-0.04	100.00 %
Total 43200 Municipality Revenue Share	1,592,054.96	1,592,055.00	-0.04	100.00 %
43300 City of Cedarburg				
43300 City of Cedarburg	73,000.00		73,000.00	
43310 Paramedic Intercept-Cedarburg	21,200.00	37,500.00	-16,300.00	56.53 %
Total 43300 City of Cedarburg	94,200.00	37,500.00	56,700.00	251.20 %
43500 Grants & Aids				
43510 Fire Insurance Dues (2%)	234,936.03	224,847.00	10,089.03	104.49 %
43520 EMS Funding Assisting Program		13,238.00	-13,238.00	
43530 ARPA Local Recovery Funds	353,162.13	300,000.00	53,162.13	117.72 %
Total 43500 Grants & Aids	588,098.16	538,085.00	50,013.16	109.29 %
Total 43000 Government Contracts & Grants	2,274,353.12	2,167,640.00	106,713.12	104.92 %
Total Revenue	\$2,958,985.85	\$3,447,223.00	\$ -488,237.15	85.84 %
GROSS PROFIT	\$2,958,985.85	\$3,447,223.00	\$ -488,237.15	85.84 %
Expenditures				
51000 Contractual Services				
51000 Contractual Services	20,982.03		20,982.03	
51500 Legal Fees	33,845.59	14,000.00	19,845.59	241.75 %
51550 Audit Services	495.00	7,100.00	-6,605.00	6.97 %
51600 IT Services	8,458.27	17,975.00	-9,516.73	47.06 %
51650 Billing Services	4,462.00	72,450.00	-67,988.00	6.16 %
51700 Advertising/Promotional	395.92		395.92	
Total 51000 Contractual Services	68,638.81	111,525.00	-42,886.19	61.55 %
54000 Personnel Services				
54100 Dues & Subscriptions	770.00	5,050.00	-4,280.00	15.25 %
54200 Meetings & Conferences	1,548.46	1,000.00	548.46	154.85 %

Southern Ozaukee Fire and EMS Department

Budget vs. Actuals: 2023 SOFD Budget - FY23 P&L

December 2022 - December 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
54300 Training	12,512.22	36,000.00	-23,487.78	34.76 %
54400 Uniforms	3,002.23	35,451.00	-32,448.77	8.47 %
54500 Books & Periodicals	1,858.77	1,500.00	358.77	123.92 %
54600 Pre-Employment Examinations	3,118.00	7,745.00	-4,627.00	40.26 %
54700 Recruitment	2,580.00	4,500.00	-1,920.00	57.33 %
Total 54000 Personnel Services	25,389.68	91,246.00	-65,856.32	27.83 %
55000 Commodities				
55100 Office Supplies	506.09	1,650.00	-1,143.91	30.67 %
55200 Telephone	13,478.51	12,535.00	943.51	107.53 %
55300 Printing/Copy Machine Supplies	769.91	3,280.00	-2,510.09	23.47 %
55400 Postage	364.70	400.00	-35.30	91.18 %
55500 Miscellaneous	310.24		310.24	
55700 Work Supplies	98,876.15	89,500.00	9,376.15	110.48 %
55800 Utilities	909.55		909.55	
Total 55000 Commodities	115,215.15	107,965.00	7,850.15	107.31 %
55450 Bank Fees	-4.21		-4.21	
56000 Maintenance				
Building Maintenance	47.50	1,800.00	-1,752.50	2.64 %
Equipment Repairs/Small Tools	9,110.34	40,000.00	-30,889.66	22.78 %
Fuel	28,375.82	16,813.00	11,562.82	168.77 %
Hoses		2,500.00	-2,500.00	
Radio Maintenance	153.00	4,000.00	-3,847.00	3.83 %
Truck Maintenance	14,783.78	40,000.00	-25,216.22	36.96 %
Vehicle Maintenance (DPW)	17,584.07		17,584.07	
Total 56000 Maintenance	70,054.51	105,113.00	-35,058.49	66.65 %
57000 Insurance				
57100 Liability Insurance	40,971.10	33,051.00	7,920.10	123.96 %
57200 Vehicle Insurance	19,083.75	20,765.00	-1,681.25	91.90 %
57300 Workers Compensation Insurance	58,982.00	46,224.00	12,758.00	127.60 %
57400 Property Insurance		1,000.00	-1,000.00	
57500 EAP		2,040.00	-2,040.00	
Total 57000 Insurance	119,036.85	103,080.00	15,956.85	115.48 %
670100 Personnel Wages				
670101 Regular Employees-Salary, FT, PT	974,953.96	1,378,994.00	-404,040.04	70.70 %
670150 EMS Call Wages	228,120.56	105,600.00	122,520.56	216.02 %
670151 Fire Call Wages	163,065.80	102,400.00	60,665.80	159.24 %
670160 Station Work Wages	7,420.00		7,420.00	
670161 Vehicle Inspection Wages	10,733.74	19,500.00	-8,766.26	55.04 %
670162 Training Wages	79,965.73	100,000.00	-20,034.27	79.97 %
670163 FSLA Pay		47,072.00	-47,072.00	
670164 Holiday Pay		71,536.00	-71,536.00	
670171 On Call Hours Wages	118,185.42	38,688.00	79,497.42	305.48 %
670173 Paramedic POP	209,152.19	281,160.00	-72,007.81	74.39 %

Southern Ozaukee Fire and EMS Department

Budget vs. Actuals: 2023 SOFD Budget - FY23 P&L

December 2022 - December 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
670175 Employee on Premise Wages	37,824.50		37,824.50	
Total 670100 Personnel Wages	1,829,421.90	2,144,950.00	-315,528.10	85.29 %
673100 Fringe Benefits				
673101 Social Security	139,304.98		139,304.98	
673103 FICA	41,570.42	164,089.00	-122,518.58	25.33 %
673105 WRS	177,473.26	207,149.00	-29,675.74	85.67 %
673201 Health Insurance	40,717.85		40,717.85	
673203 Life Insurance	1,088.28		1,088.28	
Total 673100 Fringe Benefits	400,154.79	371,238.00	28,916.79	107.79 %
Total Expenditures	\$2,627,907.48	\$3,034,517.00	\$ -406,609.52	86.60 %
NET OPERATING REVENUE	\$331,078.37	\$412,706.00	\$ -81,627.63	80.22 %
Other Revenue				
49100 Donations	735.00		735.00	
Total Other Revenue	\$735.00	\$0.00	\$735.00	0.00%
Other Expenditures				
59000 Reconciliation Discrepancies	0.00		0.00	
59100 Contingency		168,606.00	-168,606.00	
Total Other Expenditures	\$0.00	\$168,606.00	\$ -168,606.00	0.00 %
NET OTHER REVENUE	\$735.00	\$ -168,606.00	\$169,341.00	-0.44 %
NET REVENUE	\$331,813.37	\$244,100.00	\$87,713.37	135.93 %



Southern Ozaukee Fire and
Emergency Medical Services Department
11300 N. Buntrock Avenue
Mequon, WI 53092
(262) 242-2530
(262) 242-5042 Fax

TO: SOFD Board
FROM: Fire Chief David L Bialk
DATE: January 10, 2024
SUBJECT: Mission, Vision, & Values Update

Background

After the September 2023 Southern Ozaukee Fire Department Board meeting the fire department began to operationalize the Mission, Vision, and Values statements. A workgroup was formed to incorporate these statements into the operations of the department. Poster-size signs were printed and hung at each of the stations and t-shirts were made listing our values on the back of the shirts. These shirts are worn on Fridays with the idea that we are wearing our values.

After the November 8, 2023, SOFD Board meeting when the Mission, Vision, and Values were formally adopted a larger working group was created to expand on the strategies of incorporating our Mission, Vision, and Values into our operations. The working group has met twice under the leadership of Lynn Streeter. The group developed ideas for how to apply the Mission, Vision, and Values to new members, to the current membership, and to the community.

In the second meeting the working group was tasked with synthesizing information from the first meeting and developing implementation strategies. For each task a time frame and approximate cost for implementation was established.

Analysis

The working group will continue to operationalize the Southern Ozaukee Fire Department's Mission, Vision, and Values. Our values have been added to our email signatures. We are developing a system to recognize employees that exemplify the Mission, Vision, and Values. We continue to work on other ideas and further updates will be provided as progress is made.

Fiscal Impact

None at this time.

Recommendation

Informational only, no action needed.

Fire Chief David L Bialk

David L Bialk

Southern Ozaukee Fire Department



Southern Ozaukee Fire and
Emergency Medical Services Department
11300 N. Buntrock Avenue
Mequon, WI 53092
(262) 242-2530
(262) 242-5042 Fax

TO: SOFD Board
FROM: Fire Chief David L Bialk
DATE: January 10, 2024
SUBJECT: Staffing Update

Background

At previous Board meetings staff has presented an update on staffing and shift coverage. The impact of combining personnel from two departments, hiring full-time personnel, and focusing on the recruitment of paid-on-call personnel from the community, and students from Concordia has been positive. After one year of merged services the final reporting period shows exceptional progress and promise.

Analysis

A review of shift coverage since January 1, 2023, to December 31, 2023, shows 834 open hours (unfilled shifts) out of 61,320 hours; this equates to about 1.3% of the total hours. This is a considerable improvement from the 16% of unfilled shifts in 2022 and the 25% uncovered hours in 2021. Staff will continue to evaluate and move personnel around to cover as many hours as possible.

Fiscal Impact

None

Recommendation

None

Fire Chief David L Bialk

David L Bialk

Southern Ozaukee Fire Department



**Southern Ozaukee Fire and
 Emergency Medical Services Department**
 11300 N. Buntrock Avenue
 Mequon, WI 53092
 (262) 242-2530
 (262) 242-5042 Fax

TO: SOFD Board
FROM: Fire Chief David L Bialk
DATE: January 10, 2024
SUBJECT: Year End Report / Response Statistics

Background

Every year the fire department looks back at the previous year(s) to look for trends and analyzes data to better plan for the future. The 2023 year has just ended and a brief look at the previous year’s calls for service shows a 6% increase in responses.

Analysis

The chart below shows the total number of fire, EMS, and paramedic intercept calls for 2022 and 2023. The total number of calls increased by 191 or 6% from 2022 to 2023. Some of the increase, 111, is due to the way paramedic intercepts are being handled under the new agreement with Cedarburg. Factoring out the paramedic intercept calls there were still 80 more calls for service in 2023 than 2024.

		Type of Call			
		Fire	EMS	Intercepts	Total
* M + T	2022	562	2,353	353	3,268
SOFD	2023	649	2,346	464	3,459

This chart shows the breakdown of fire and EMS calls by community for 2022 and 2023.

	Calls by Community				
	Mequon		Thiensville		Intercepts
	Fire	EMS	Fire	EMS	
2022	471	2,001	91	353	353
2023	581	2,071	68	275	464

Fiscal Impact

Almost 93% of the 3.9-million-dollar SOFD budget is attributed to personnel costs. Of the 3.3-million-dollar personnel costs 34% is related to Paid-on-Call wages. The Paid-on-Calls’ wages are directly related to call volume, the more request for service the greater the POC expense. Even though the call volume increased by 6% salaries were still 15% under the budget. There

are many factors that contribute to the fluctuation in Paid-on-Call salaries; how many of the calls are simultaneous or within the same hour, how long is the duration of the call, severe weather standbys, length of service of the members being paid (the more senior members earn a higher wage), and how much training each member attends.

Recommendation

Staff will continue to monitor the budget monthly to ensure the budget is on track.

Fire Chief David L Bialk

David L Bialk

Southern Ozaukee Fire Department



Southern Ozaukee Fire and
Emergency Medical Services Department
11300 N. Buntrock Avenue
Mequon, WI 53092
(262) 242-2530
(262) 242-5042 Fax

TO: SOFD Board
FROM: Fire Chief David L Bialk
DATE: January 10, 2024
SUBJECT: Commercial Fire Inspection Fee Update

Background

In late 2022 while developing the 2023 Southern Ozaukee Fire Department budget, a fee was created for performing commercial fire inspections based on the square footage of a building. When the fire inspection bills were sent out in October 2023 there was an error in the calculation of the square footage creating an overcharge for some properties. The error in the calculation has since been corrected. New bills were sent out on December 15th along with refund checks for the businesses which had already paid.

The original invoices included taxpayer supported entities, i.e. local, State, and Federal buildings; this too has been corrected.

Analysis

The total inspection fees when collected will amount to \$17,540. The 2024 budget had estimated the amount of revenue would be closer to \$60,000. The fire department will watch expenditures closely in 2024 to assure there is no shortfall in the budget.

Fiscal Impact

The difference between the 2024 projected revenue for fire inspections and actual money received will be closely monitored. The newly formed department is only one year old and 2024 is expected to be the year when expenses and revenues become more consistent and closely match projections.

Recommendation

N/A

Fire Chief David L Bialk

David L Bialk

Southern Ozaukee Fire Department

(Attached spreadsheet of fire inspections)



Southern Ozaukee Fire and
Emergency Medical Services Department
11300 N. Buntrock Avenue
Mequon, WI 53092
(262) 242-2530
(262) 242-5042 Fax

TO: SOFD Board
FROM: Fire Chief David L Bialk
DATE: January 10, 2024
SUBJECT: Paramedic Schooling

Background

At the previous Southern Ozaukee Fire and EMS Board meeting it was discussed how finding full-time firefighter/paramedics in recent years has been a challenge. Based on current trends in the fire service, it is likely recruiting full-time and paid-on-call members will continue to be challenging. Individuals trained as both firefighters and paramedics are highly sought after.

At the November 8, 2023 meeting of the SOFD Board, I presented a plan to pay the tuition of current paid-on-call members who want to attend paramedic school. The students would attend on their own time and would reimburse the department the cost of the tuition if they did not finish the schooling.

Analysis

Out of the 60 members of SOFD who were surveyed, six of the members showed interest in attending paramedic school. Three of the members wanted to start in January of 2024 and three were interested in beginning in August of 2024. The tuition cost is about \$7,500 per member. Members will be required to sign a contract which will include repayment if the member drops out, fails, or quits the class. The contract also requires the member to work a minimum number of hours each year for three years to fulfill the contract.

Fiscal Impact

If all six members attend paramedic schooling the cost would be about \$45,000. The cost of paramedic classes can be spread over three years, reducing the need to spend all the money at once.

Recommendation

N/A

Fire Chief David L Bialk

David L Bialk

Southern Ozaukee Fire Department



Southern Ozaukee Fire and
Emergency Medical Services Department
11300 N. Buntrock Avenue
Mequon, WI 53092
(262) 242-2530
(262) 242-5042 Fax

TO: SOFD Board
FROM: Fire Chief David L Bialk
DATE: January 10, 2024
SUBJECT: Updated Workplan 2024

Background

At the November meeting of the Southern Ozaukee Fire and EMS Board was presented with the 2024 SOFD Workplan. Since that meeting three items have been added to the plan.

Analysis

Attached is the Workplan for 2024 that was discussed in November. The three additional items added are:

- Operationalizing SOFD's Mission, Vision, and Values;
- Providing initial paramedic schooling for members;
- Amending the IGA for Capital Equipment and Finalize Fleet Consolidation.

Fiscal Impact

None

Recommendation

Follow the work plan.

Fire Chief David L Bialk

David L Bialk

Southern Ozaukee Fire Department

Work Plan 2024

Project	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Create Strategic Plan	Yellow											
Complete Departmental Space Needs Analysis	Yellow											
Hire 2 Fulltime FF/Paramedic						Yellow						
Implement Wire Digital Assistant Terminals				Yellow								
Create Employee Handbook	Yellow											
Collect Fire Inspection Data for Preplans						Yellow						
Create Financial Polices					Yellow							
Amend IGA for Building Usage	Yellow											
Create 2025 Budget								Yellow				
Operationalize Mission, Vision, and Values	Yellow											
Provide for Paramedic Schooling	Yellow											
Amend IGA for Capital Equipment and Finalize Fleet Consolidation	Yellow											



Southern Ozaukee Fire and
Emergency Medical Services Department
11300 N. Buntrock Avenue
Mequon, WI 53092
(262) 242-2530
(262) 242-5042 Fax

TO: SOFD Board
FROM: Deputy Chief Kurt Zellmann
DATE: January 10, 2024
SUBJECT: Thiensville Fire Station Usage

Background

In late 2023 Deputy Chief Zellmann and a personal friend who is an executive for a private EMS provider were discussing successful public/private partnerships. We then discussed the potential opportunities between our two agencies and the possible utilization of Station 93 as a means for the private agency to better serve their customer base. Shortly after the preliminary discussion, the private agency decided that they would like to formally investigate the idea of utilizing Station 93 on a contract basis.

As Station 93 is Village of Thiensville property, the idea was introduced to Administrator Landisch-Hansen and Director LaFond to determine if the Village of Thiensville would entertain the potential rental of space in Station 93 to the private agency. The preliminary meeting resulted in both parties agreeing to continue to pursue the opportunity and that the Thiensville Village Board would be engaged regarding their interest in continuing discussions. Subsequently the Thiensville Village board authorized Village staff to continue to investigate the potential opportunity.

After the Thiensville Village Board allowed the discussions to continue, an additional meeting discussing the potential scope of the venture and the time frame has been conducted, the next step will be a presentation by the private EMS provider to the Thiensville Village Board.

Analysis

This opportunity, while still in the earliest stages of development, appears to have many potential benefits to both the Village of Thiensville and SOFD. There may be potential for operational cooperation between SOFD and the private entity on multiple fronts such as personnel sharing, operational support, and staff training.

Fiscal Impact

Positive. The Village of Thiensville has an opportunity to develop an income stream for currently unutilized space. The numeric value of the opportunity has yet to be solidified.

Recommendation

SOFD personnel to continue to work with the private agency and Village of Thiensville staff to determine if a mutually beneficial agreement can be designed.

Deputy Chief Kurt Zellmann

Kurt Zellmann

Southern Ozaukee Fire Department



Southern Ozaukee Fire and
Emergency Medical Services Department
11300 N. Buntrock Avenue
Mequon, WI 53092
(262) 242-2530
(262) 242-5042 Fax

TO: SOFD Board
FROM: Brian C. Sajdak
DATE: January 4, 2024
SUBJECT: Closed Session for Review of Fire Chief Performance Review

Background

A governmental body may enter into closed session pursuant to Wis. Stat. § 19.85(1)(c) for the purpose of considering the employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and then may re-enter open session to take such action as deemed appropriate. The SOFD Board exercises responsibility for Fire Chief and may review the performance of the Chief in closed session under this provision of the statute.

Recommendation

Should the Board decide that it wishes to enter closed session, a motion to enter closed session pursuant to Wis. Stat. §19.85(1)(c) for the purposes of considering the employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.