



VILLAGE OF THIENSVILLE
Committee of the Whole
AGENDA

DATE: Monday, February 5, 2024

LOCATION: 250 Elm Street, Thiensville, WI

TIME: 6:00 PM

I. CALL TO ORDER

II. ROLL CALL

PRESIDENT:	VAN MOBLEY
TRUSTEES:	JENNIFER ABRAHAM
	ANGELINA APOSTOLOS
	JESSE DAILY
	KRISTINA ECKERT
	KENNETH KUCHARSKI
	DAVID LANGE
ADMINISTRATOR:	COLLEEN LANDISCH-HANSEN
ATTORNEY:	TIM SCHOONENBERG
STAFF:	DIRECTOR OF COMMUNITY SERVICES/PUBLIC WORKS ANDY LAFOND
	POLICE CHIEF CURT KLEPPIN

III. CITIZENS TO BE HEARD

A. Open to any resident or taxpayer on items not subject to a public hearing: Please be advised per §19.84(2), information will be received from the public. Village policy limits a three (3) minute time period per person, with time extension by the presiding official's discretion or a vote of 2/3 of the Board or Committee; be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments. Written comments on agenda items are encouraged to be sent and addressed to the intended body by noon on the day of the meeting. Comments received timely will be forwarded to all members of the body. If you wish to speak, you must pre-register by emailing the Village Clerk at clandisch@village.thiensville.wi.us by 4:00 PM on the day of the meeting or by signing in immediately prior to the meeting.

IV. BUSINESS

A. Review and recommendation regarding Second Amendment to the Southern Ozaukee Fire and Emergency Medical Services Agreement (att)

B. Review and recommendation to award the Private Property Sanitary Lateral Rehabilitation Contract to Globe Contractors, Inc., in the amount of \$297,260 (att)

C. Recommendation to correct Resolution 2023-18 Fixing Salaries for Village Employees and Elected Officials for the Fiscal Period Ending December 31, 2024 (att)

D. Discussion regarding Village department space/facility needs (Trustee Abraham)

E. Review and recommendation regarding the following Operator's License - New:

1. Skippy's Burger Bar, 113 Green Bay Road

a. Nora Lynn Kozlowski

F. Discussion regarding recognition for Van Mobley's retirement

V. MISCELLANEOUS BUSINESS BY TRUSTEES AS MAY PROPERLY BE BROUGHT BEFORE THE BOARD

A. Review Meeting Date Schedule:

1. February 19, 2024 - Board of Trustees at 6:00 PM

2. March 4, 2024 - Committee of the Whole at 6:00 PM

3. March 18, 2024 - Board of Trustees at 6:00 PM

4. April 15, 2024 - Combined Committee of the Whole and Board of Trustees

5. May 6, 2024 - Committee of the Whole

6. May 20, 2024 - Board of Trustees

VI. MOTION TO ADJOURN TO CLOSED SESSION

A. Pursuant to Wis. Stats. 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

VII. MOTION TO RECONVENE IN OPEN SESSION

A. Vote of the Committee to Reconvene

B. Review and possible recommendation regarding closed session topic

VIII. ADJOURNMENT

Colleen Landisch-Hansen, Interim Village Clerk

February 2, 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.

VILLAGE OF THIENSVILLE

RESOLUTION NO. 2024-01

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

WHEREAS, the Village of Thiensville and the City of Mequon entered into an Intergovernmental Agreement establishing the Southern Ozaukee Joint Fire and Emergency Medical Services Department (SOFD) to Join Services on July 1, 2022, with a Merger Date of January 1, 2023; and

WHEREAS, pursuant to the Agreement, personal property and contributions to the SOFD were to be addressed during the 2023 calendar year; and

WHEREAS, 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.

NOW, THEREFORE BE IT RESOLVED by the Village Board of the Village of Thiensville, Wisconsin that the Second Amendment to the Southern Ozaukee Fire and Emergency Medical Services Agreement is approved as presented.

PASSED AND ADOPTED by the Village Board of the Village of Thiensville, County of Ozaukee, State of Wisconsin on this 20th day of February 2024.

Van A. Mobley, Village President

Colleen Landisch-Hansen, Interim Village Clerk

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.

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

VILLAGE OF THIENSVILLE

By: _____ DATE _____
Van Mobley
President

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.

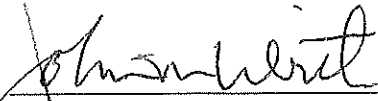
(g) Electronic Signatures. This Agreement may be signed electronically, and manual or electronic signatures may be transmitted by facsimile or email. All such signatures shall be enforceable as original signatures.

[SIGNATURES ON FOLLOWING PAGE]

[Signature Page]

CITY OF MEQUON

By:

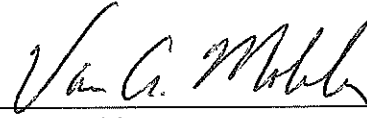


John M. Wirth
Mayor

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
Battalion Chief	2,920/Year	\$106,955	\$110,164	\$113,469	\$116,873	\$120,379	\$123,991
Captain (Intercept Program/Swing BC)	40 Hours/Week	\$84,223	\$82,412	\$101,188	\$110,632	\$120,558	\$129,687
Firefighter/Paramedic (Mequon Conversion)	2,920/Year	\$108,820	\$117,630	\$120,624	\$124,242	\$127,970	\$131,809
Firefighter/Paramedic (Mequon Conversion)	2,920/Year	\$108,820	\$117,630	\$120,624	\$124,242	\$127,970	\$131,809
Firefighter/Paramedic (M-T Merger)	2,920/Year	\$96,522	\$92,412	\$101,188	\$110,632	\$120,558	\$129,687
Firefighter/Paramedic (M-T Merger)	2,920/Year	\$109,614	\$105,019	\$114,142	\$123,979	\$133,715	\$143,483
Firefighter/Paramedic (M-T Merger)	2,920/Year	\$109,614	\$105,019	\$114,142	\$123,979	\$133,715	\$143,483
Firefighter/Paramedic (Ozaukee County)	2,920/Year	\$98,622	\$98,622	\$107,665	\$114,141	\$120,623	\$127,234
Firefighter/Paramedic (Ozaukee County)	2,920/Year	\$98,622	\$98,622	\$107,665	\$114,141	\$120,623	\$127,234
Firefighter/Paramedic (Ozaukee County)	2,920/Year	\$111,714	\$111,714	\$120,757	\$127,234	\$133,715	\$140,202
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	\$127,234	\$133,715
Firefighter/Paramedic (Year 3 Hires)	2,920/Year				\$103,960	\$110,632	\$117,302
Firefighter/Paramedic (Year 3 Hires)	2,920/Year				\$123,724	\$130,395	\$137,066
Firefighter/Paramedic (Year 4 Hires)	2,920/Year				\$117,053	\$123,724	\$130,395
Firefighter/Paramedic (Year 4 Hires)	2,920/Year					\$106,816	\$113,487
Firefighter/Paramedic (Year 4 Hires)	2,920/Year					\$106,816	\$113,487
Firefighter/Paramedic (Year 5 Hires)	2,920/Year					\$119,909	\$126,780
Firefighter/Paramedic (Year 5 Hires)	2,920/Year						\$109,757
Firefighter/Paramedic (Year 5 Hires)	2,920/Year						\$109,757
Firefighter/Paramedic (Year 5 Hires)	2,920/Year						\$122,850
Paid on Premises 24/7/365		\$0	\$0				
Paid on Call 24/7/365		\$0	\$0	\$0	\$0	\$0	\$0
Paid on Call 24/7/365		\$0	\$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		\$100,000	\$103,000	\$106,090	\$90,000	\$92,700	\$95,481
Training		\$19,500	\$20,085	\$20,688	\$21,308	\$21,947	\$22,597
Vehicle Checks							
Combined Operating Budget		\$383,319	\$390,985	\$398,805	\$406,781	\$414,917	\$423,215
Interns		\$30,000	\$30,900	\$31,827	\$32,782	\$33,765	\$34,778
Worker's Compensation Insurance		\$15,790	\$16,264	\$16,752	\$17,254	\$17,772	\$18,305
Long Term Disability		\$750	\$773	\$796	\$820	\$844	\$869
Total		\$2,097,390	\$2,495,590	\$2,920,484	\$3,351,263	\$3,819,809	\$4,273,478
REVENUES							
Mequon							
		2021	2022	2023	2024	2025	2026
							2027

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

	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	\$980,027	\$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)*	\$194,922	\$204,330	\$215,205	\$225,572	\$236,452	\$247,873	\$259,863
Sub-Total	\$1,174,949	\$1,440,019	\$1,198,549	\$1,255,600	\$1,315,448	\$1,378,230	\$1,444,094
Combined Revenue Total (Non-Tax)							
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)						

EXHIBIT A

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

THIS FIRST AMENDMENT TO THE SOUTHERN OZAUKEE FIRE AND EMERGENCY MEDICAL SERVICES AGREEMENT ("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 effective May 20, 2022 ("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. Following the first six months of experience, the Southern Ozaukee Fire and Emergency Medical Services Department ("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.

D. 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 4(a)(i) of the Agreement is amended to read as follows: The Board shall have seven 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, a Thiensville resident nominated by the Thiensville Village President and confirmed by the Thiensville Village Board, the Mequon Mayor, the President of the Mequon Common Council and two other Mequon residents 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.

3. Section 4(a)(iii) of the Agreement is deleted.

4. Section 4(c)(v) of the Agreement is amended to read as follows: The Secretary shall be responsible for preparing agendas, meeting packets, and minutes for meetings of the Board. The Secretary shall be the Thiensville administrator. Such administrator may designate another staff person to prepare agendas, meeting packets, and minutes.

5. Section 4(d) of the Agreement is amended to read as follows: Quorum. A quorum shall consist of four 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.

6. Section 4(e)(v) of the Agreement is amended to read as follows: 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 upon each question. The minutes shall also show if a member is absent or fails to vote on any question.

7. Section 4(f) of the Agreement is amended to read as follows: 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 provided that at least one member from each municipality has voted in the affirmative.

8. Section 5(a) of the Agreement is amended to read as follows: Commission Members and Terms of Office. The seven 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.

9. Section 5(b)(iv) is created and added to the Agreement as follows: The Secretary, or their designee, shall be responsible for preparing agendas, meeting packets and minutes for meetings of the Commission.

10. Section 5(c) of the Agreement is amended to read as follows: Quorum. A quorum shall consist of four 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.

11. Section 5(d)(i) of the Agreement is amended to read as follows: Meetings of the Commission shall be held 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.

12. Section 5(d)(ii) of the Agreement is amended to read as follows: 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 Board's attorney.

13. Section 5(e) of the Agreement is amended to read as follows: The affirmative vote of a majority of the voting members of the Commission at which a quorum is present shall constitute the action of the Commission provided that at least one member from each municipality has voted in the affirmative.

14. Section 6(g) is created and added to the Agreement as follows: In lieu of an employee, the Department may, with approval of the Board, enter into an agreement with another entity (including one of the municipalities) to perform the duties identified above.

15. Section 11 of the Agreement is amended to read as follows: 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 five 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.

16. Section 12(e) of the Agreement is deleted.

17. Section 14(g) of the Agreement is amended to read as follows: 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 five 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.

CITY OF MEQUON

By: 
Andrew Nerbun
Mayor

VILLAGE OF THIENSVILLE

By: 
Van Mobley
President

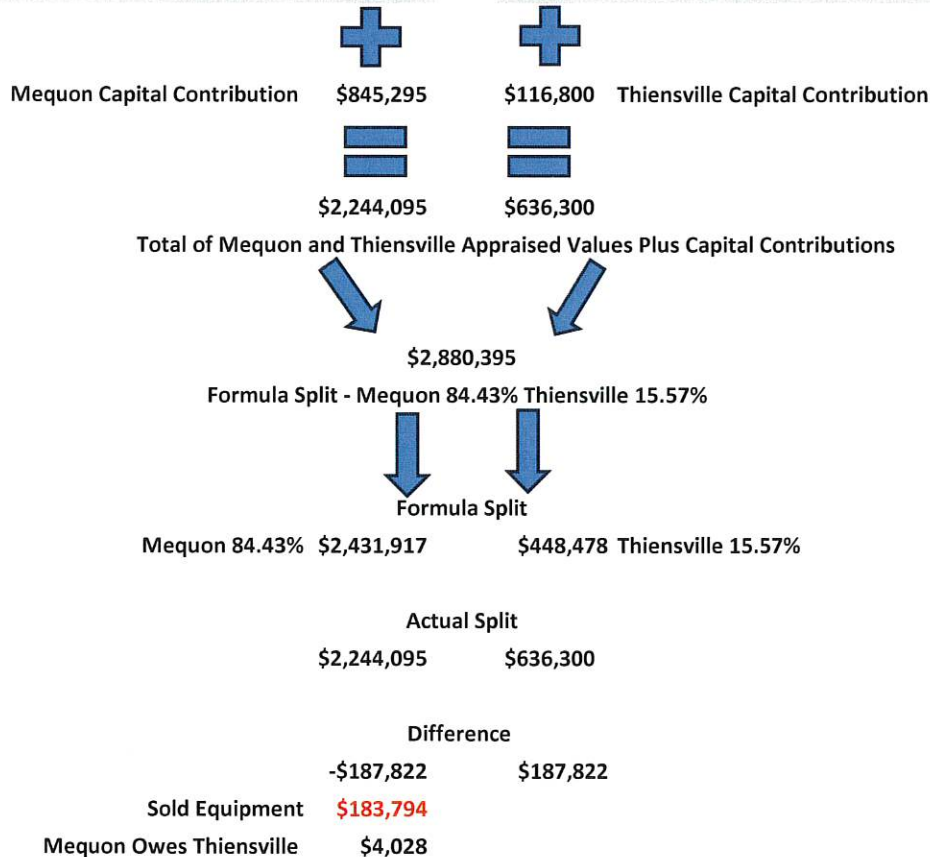
Date signed:

Merged Fleet and Capital Worksheet

Mequon Equipment Appraisal		
1997	100' Aerial, 2000 GPM, 475 Gal. Water	\$50,000
2006	100' Tower Ladder, 1500 GPM	\$360,000
2011	3500 Gallon Tender	\$105,000
1990	3500 Gallon Tender	\$24,000
1999	Brush Truck (re-purposed)	\$20,000
2000	Fire Engine 1750 GPM, 1000 Gal. Water	\$52,000
2008	Fire Engine, 1500 GPM, 1000 Gal. Water	\$125,000
2015	Fire Engine, 1500 GPM, 1000 Gal. Water	\$275,000
2009	Utility vehicle	\$7,500
2016	Chief's vehicle	\$35,000
2017	Deputy Chief's vehicle	\$26,000
2012	Utility Vehicle/Spare First Responder	\$14,000
2012	Utility Vehicle/Spare First Responder	\$12,500
2009	Ambulance	\$18,000
2014	Ambulance	\$52,000
2016	Ambulance	\$67,500
2021	First Responder Vehicle	\$30,500
2021	First Responder/Paramedic Interceptor	\$30,000
2003	24 volt electric	\$2,500
2010	16' Rigid Hull Boat, 2010 40HP motor	\$12,800
2020	12' inflatable boat, 2011 20HP motor	\$2,000
2021	Utility Pick-up Truck	\$40,000
2016	Special Operations Equipment Truck	\$37,500
Mequon Total		\$1,398,800

Actual Sale Price of Equipment Sold		
1997 M	100' Aerial, 2000 GPM, 475 Gal. Water	\$45,000
1990 M	3500 Gallon Tender	\$48,500
2000 M	Fire Engine 1750 GPM, 1000 Gal. Water	\$66,000
2012 M	Utility Vehicle/Spare First Responder	\$5,700
2012 M	Utility Vehicle/Spare First Responder	\$6,325
1984 T	Boston Whaler	\$4,850
2003 M	24 volt electric	\$2,673
M & T	Misc. equip. Hose, Nozzles, Hand tools	\$4,746
Total		\$183,794

Thiensville Equipment Appraisal		
\$250,000	105' Aerial, 2000 GPM, 475 Gal. Water	2007
\$58,000	Fire Engine 1750 GPM 500 Gal. Water	1999
\$50,000	Fire Engine, 2000 GPM, 2500 Gal Water	1997
\$22,000	Battalion Chief's Command Vehicle	2014
\$15,000	Utility Vehicle	2010
\$35,000	Ambulance	2004
\$35,000	Ambulance	2004
\$36,000	Paramedic Interceptor Med 9	2019
\$12,000		1984
\$6,500	UTV	2007
\$519,500	Thiensville Total	



January 8, 2024

Mr. Andy LaFond
Director of Community Services/Public Works
Village of Thiensville
250 Elm Street
Thiensville, Wisconsin 53092

RE: Private Property Sanitary Lateral Rehabilitation

Dear Mr. LaFond:

Bids for the above project were opened on December 7, 2023 at 10:00 a.m. at Village Hall and were as follows:

	BIDDER	BASE BID
1.	<u>Globe Contractors, Inc.</u>	<u>\$297,260.00</u>
2.	<u>Mid City Corporation</u>	<u>\$346,336.00</u>

We reviewed the documentation submitted by the apparent low bidder and found that:

1. The Bid Form has been appropriately completed.
2. We have no objections to the low bidder, nor to the proposed major subcontractors.
3. Low bidder has successfully completed similar projects over the last several years and is an approved MMSD Contractor within the Private Property Inflow & Infiltration Program.

On these bases, we recommend that Globe Contractors, Inc. be awarded the Private Property Sanitary Lateral Rehabilitation contract, contingent on final approval of the contract amount by MMSD in the amount of \$297,260. This amount is based on the bid unit prices and estimated quantities. Actual quantities, and therefore the final contract price, may vary. On all construction projects unpredictable factors may increase the final contract amount. For this reason we recommend that the Village include a 10 percent contingency when preparing the financial plan for this work.

Our review did not include an evaluation of bidder's current financial condition nor of their permanent safety program. This review has been completed prior as part of MMSD's Contractor approval process.

Should you decide to accept our recommendation, we have prepared the enclosed Notice of Award for your use. After Board approval has been received, please have the appropriate official sign where indicated and forward a signed copy of the Notice of Award to our office. We will then fill in the date at the top of page one and forward it, with contracts for execution, to the Contractor. One fully completed Notice of Award will be returned to you for your records.

Mr. Andy LaFond
Village of Thiensville
January 8, 2024
Page 2

Bids remain subject to acceptance until February 5, 2023, unless Bidder agrees to an extension. Please advise us of your award decision, or call if there are any questions.

Respectfully,

RUEKERT & MIELKE, INC.

Violet V. Razo, P.E. (WI)
Project Manager
vrazo@ruekert-mielke.com

VVR:sjs
Encl: Notice of Award
Bid Tabulation

cc: Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.
Mike J. Blazejovsky, E.I.T., Ruekert & Mielke, Inc.

NOTICE OF AWARD

Date of Issuance: _____

Contract: Private Property Sanitary Lateral Rehabilitation	Owner: Village of Thiensville
Bidder: Globe Contractors, Inc.	Engineer: Ruekert & Mielke, Inc.
Address: N50 W23076 Betker Road	Engineer's Project No.: 21-10039.200
Pewaukee, WI 53072	

TO BIDDER:

You are notified that your Bid dated December 7, 2023 for the above Contract has been accepted by Owner and you are the Successful Bidder and are awarded a Contract for:

Private Property Sanitary Lateral Rehabilitation Base Bid

The Contract Price of your Contract is: \$ 297,260.00

Two (2) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award, or have been transmitted or made available to Bidder electronically.

Bidder must comply with the following conditions precedent within 15 days of the date of issuance of this Notice of Award:

1. Deliver to Engineer one (1) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Agreement the Performance Bond, Payment Bond as specified in the Instructions to Bidders (Article 21), General Conditions (Paragraph 6.01).
3. Deliver with the executed Agreement certificates and other evidence of insurance as specified in the General Conditions (Article 6) and the Supplementary Conditions modifying Article 6 of the General Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Engineer will return to you one fully executed counterpart of the Agreement.

Owner: VILLAGE OF THIENSVILLE

Signature: _____
Authorized Signature

Title: _____

Date: _____

Copy: Engineer

COST COMPARISON OF BIDDERS

OWNER: Village of Thiensville
PROJECT: Private Property Sanitary Lateral Rehabilitation
BID OPENING DATE: December 7, 2023

BASE BID				Globe Contractors, Inc.		Mid City Corporation	
ITEM #	ITEM DESCRIPTION	UNIT	QTY.	UNIT \$	TOTAL	UNIT \$	TOTAL
1	4-inch or 6-inch Sanitary Lateral Pipe Bursting (14)	L.F.	1,080	\$132.00	\$142,560.00	\$125.00	\$135,000.00
2	4-inch or 6-inch Sanitary lateral relay (undistributed)	L.F.	100	\$350.00	\$35,000.00	\$205.00	\$20,500.00
3	Sanitary Lateral Connection Inside House with Cleanout (contingent b	EACH	7	\$5,000.00	\$35,000.00	\$10,000.00	\$70,000.00
4	Sanitary Lateral Connection Outside House with Cleanout (contingent	EACH	7	\$4,500.00	\$31,500.00	\$10,000.00	\$70,000.00
5	Sanitary Lateral Additional Cleanout (contingent bid item)	EACH	4	\$500.00	\$2,000.00	\$100.00	\$400.00
6	Abandon Existing Cleanout (undistributed)	EACH	1	\$750.00	\$750.00	\$1.00	\$1.00
7	Asphaltic Roadway Trench Patch 5-inch	S.Y.	150	\$65.00	\$9,750.00	\$60.00	\$9,000.00
8	Asphaltic Concrete Driveway 3-inch	S.F.	250	\$6.00	\$1,500.00	\$5.00	\$1,250.00
9	Concrete Driveway Replacement 6-inch	S.F.	250	\$18.00	\$4,500.00	\$14.00	\$3,500.00
10	Concrete Carriage Walk Replacement 4-inch	S.F.	150	\$15.00	\$2,250.00	\$8.00	\$1,200.00
11	Topsoil, Seed, and Mat Restoration	S.Y.	900	\$9.00	\$8,100.00	\$9.00	\$8,100.00
12	Traffic Control	L.S.	1	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00
13	Erosion Control	L.S.	1	\$700.00	\$700.00	\$100.00	\$100.00
14	Warranty CCTV Inspection of Sanitary Sewer Lateral	L.F.	1,080	\$5.00	\$5,400.00	\$7.00	\$7,560.00
15	Finished Basement Restoration Allowance	L.S.	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
16	Post Construction CCTV Inspection of Sanitary Sewer Main	L.F.	1,350	\$5.00	\$6,750.00	\$3.50	\$4,725.00
TOTAL OF ALL ESTIMATED PRICES (ITEMS 1 - 16)					\$297,260.00		\$346,336.00

VILLAGE OF THIENSVILLE

RESOLUTION NO. 2023-18

A RESOLUTION FIXING SALARIES FOR VILLAGE EMPLOYEES
AND ELECTED OFFICIALS FOR THE FISCAL PERIOD
ENDING DECEMBER 31, 2024

The Village Board of Trustees of the Village of Thiensville hereby resolves that effective January 1, 2024, the following rates will be paid to employees in the following classifications:

Village Board

Village President 5,000.00

Village Trustee 2,500.00

Administration 3.00%

Village Administrator/Treasurer 110,000.00

Village Clerk/Administrative Coordinator 66,000.00

Administrative Assistant - Community Services 22.288

Police Department (Non-represented) 3.00%

Police Chief 100,000.00

Police Lieutenant 88,000.00

Public Safety Administrative Assistant 26.245

Police Department (WPPA)

The following rates for Police Department classifications are effective January 1, 2024:

<u>Completed Years of Service</u>	<u>Percentage of Whole</u>	5.50%	<u>Hourly Rate</u>
		<u>Annual Salary/ 1/1/2024</u>	
Recruit Officer		49,429.12	23.764
Start	75%	61,786.40	29.705
After 1 Year	80%	65,904.80	31.685
After 2 Years	85%	70,025.28	33.666
After 3 Years	90%	74,143.68	35.646
After 4 Years	95%	78,262.08	37.626
After 5 Years	100%	82,380.48	39.606
FTO Pay	additional	\$2.50/hour	2.500

Department of Public Works

3.00%

Director of Community Services & Public Works

99,500.00

<u>Public Works (Hourly Rate)</u>	3.00%
	<u>1/1/2024</u>
Start	19.045
After 1 Year	20.703
After 2 Years	22.492
After 3 Years	24.449
After 4 Years	26.578
After 5 Years	29.604

This table incorrectly pulled in the 2022 approved wages+ 3%, not the 2023 approved wages.

Election Workers

Election Workers

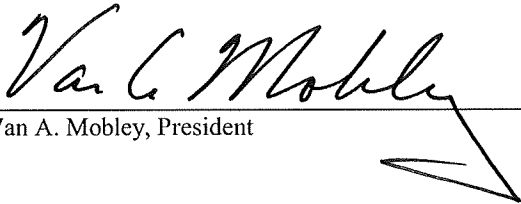
110.00 /Day

Election Chairman

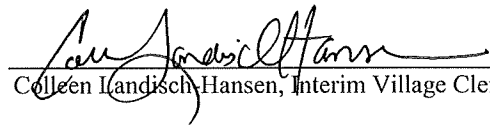
125.00 /Day

The Village administrator has the authority to adjust salaries to reflect results of employee evaluations and adjust part time employee hours to reflect savings of overtime and work formerly completed by contractors.

Passed and adopted by the Village Board of the Village of Thiensville this 20th day of November, 2023.



Van A. Mobley, President



Colleen Handisch-Hansen, Interim Village Clerk

VILLAGE OF THIENSVILLE

RESOLUTION NO. 2023-18

A RESOLUTION FIXING SALARIES FOR VILLAGE EMPLOYEES
AND ELECTED OFFICIALS FOR THE FISCAL PERIOD
ENDING DECEMBER 31, 2024

The Village Board of Trustees of the Village of Thiensville hereby resolves that effective January 1, 2024, the following rates will be paid to employees in the following classifications:

Village Board

Village President 5,000.00

Village Trustee 2,500.00

Administration 3.00%

Village Administrator/Treasurer 110,000.00

Village Clerk/Administrative Coordinator 66,000.00

Administrative Assistant - Community Services 22.288

Police Department (Non-represented) 3.00%

Police Chief 100,000.00

Police Lieutenant 88,000.00

Public Safety Administrative Assistant
26.245

Police Department (WPPA)

The following rates for Police Department classifications are effective January 1, 2024:

<u>Completed Years of Service</u>	<u>Percentage of Whole</u>	5.50%	<u>Hourly Rate</u>
		<u>Annual Salary/ 1/1/2024</u>	
Recruit Officer		49,429.12	23.764
Start	75%	61,786.40	29.705
After 1 Year	80%	65,904.80	31.685
After 2 Years	85%	70,025.28	33.666
After 3 Years	90%	74,143.68	35.646
After 4 Years	95%	78,262.08	37.626
After 5 Years	100%	82,380.48	39.606
FTO Pay	additional	\$2.50/hour	2.500

<u>Department of Public Works</u>	3.00%
<u>Director of Community Services & Public Works</u>	99,500.00
Public Works, Foreman	34.301
<u>Public Works</u> (Hourly Rate)	3.00%
	<u>1/1/2024</u>
Start	19.997
After 1 Year	21.738
After 2 Years	23.617
After 3 Years	25.672
After 4 Years	27.907
After 5 Years	31.084
<u>Election Workers</u>	
Election Workers	110.00 /Day
Election Chairman	125.00 /Day

The Village administrator has the authority to adjust salaries to reflect results of employee evaluations and adjust part time employee hours to reflect savings of overtime and work formerly completed by contractors.

Passed and adopted by the Village Board of the Village of Thiensville this 20th day of November, 2023.
Correction to the Public Works hourly rate passed and adopted by the Village Board of the Village of Thiensville this 5th day of February, 2024.

Van A. Mobley, President	Colleen Landisch-Hansen, Interim Village Clerk
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