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Clerk:  
[mjohnson@village.fredonia.wi.us](mailto:mjohnson@village.fredonia.wi.us)  
Treasurer:  
[mdepies@village.fredonia.wi.us](mailto:mdepies@village.fredonia.wi.us)

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## AGENDA

### **FREDONIA VILLAGE BOARD MEETING THURSDAY, FEBRUARY 2, 2023 – 7:00 PM** Fredonia Government Center - Board Room 242 Fredonia Avenue, Fredonia, Wisconsin

#### **THE FOLLOWING BUSINESS WILL BE BEFORE THE VILLAGE BOARD FOR INITIATION, DISCUSSION, CONSIDERATION, DELIBERATION AND POSSIBLE FORMAL ACTION**

1. Call to order
2. Pledge of Allegiance / Roll Call
3. Consent agenda:
  - a. Approve minutes of January 19, 2023 Village Board meetings.
  - b. Approve General Fund, Water and Sewer Invoices.
4. Public Comments  
Please note public comments are limited to five minutes per person
5. Items for Discussion and/or Action:
  - a. Discussion and possible action regarding security cameras as requested by Trustee Paape.
  - b. Motion to appoint Trustee Dan Gehrke as a member of the Plan Commission.
  - c. Motion to appoint Trustee Dan Gehrke as Chairperson of the Architectural Control Board.
  - d. Motion to appoint Village Administrator Christophe Jenkins to the Mid-Moraine Municipal Court Committee.
  - e. Motion to approve Village of Fredonia Purchasing Policy.
  - f. Motion to approve the Inter-municipal Agreement by and between the Village of Belgium, Village of Fredonia, Town of Belgium and Town of Fredonia for the provision of EMS Services.
6. Correspondence
7. Items for future consideration by Village Board.
8. Adjournment

UPCOMING MEETINGS:

Plan Commission – February 6 (if needed)  
Architectural Control Board – February 15  
Village Board – February 16

**UPON REASONABLE NOTICE**, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the village clerk at (262) 692-9125.

**VIEW/ATTEND MEETING VIA ZOOM**

The Village of Fredonia will be utilizing ZOOM as a part of the Village Board meetings. All meetings will adhere to Wisconsin Open Meetings Laws and follow guidance provided by the WI Department of Justice. **The public is able to attend public meetings in person.** ZOOM is intended to provide an additional option for the public to join the meeting via computer, iPad, tablet, or telephone.

We ask that you have your microphone muted. The Village reserves the right to mute disruptive attendees.

The Village President will recognize anyone wishing to talk at the appropriate time and ask you to make your comments.

To have the link sent to you, please contact the Village Clerk at: [mdepies@village.fredonia.wi.us](mailto:mdepies@village.fredonia.wi.us)

<https://us02web.zoom.us/j/89930998867?pwd=QIN2SUpUYkFVWEhtYUFIWTFYU0dKUT09>

**VILLAGE OF FREDONIA  
VILLAGE BOARD MEETING MINUTES  
JANUARY 19, 2023**

President Dohrwardt called the Village Board meeting to order at 7:00 p.m. the Pledge of Allegiance followed.

Board members present: Don Dohrwardt, Dan Gehrke, Bill McLarty, Rick Abegglen, and Bruce Paape.

Board members excused: Josh Haas.

Staff/Officials present: Village Administrator Christophe Jenkins, Director of Public Works Eric Paulus, Village Clerk/Treasurer Melissa Depies, Marshal Mike Davel, Crewpersons Mike Kroeger and Brandon Heinen.

Others present: Fire Department members Chris Kunstmann, John Schommer, and Trevor Cary.

**Consent Agenda**

Motion by Trustee Abegglen, seconded by Trustee Gehrke, to approve the January 5, 2023 Village Board meeting minutes, the General Fund, Water and Sewer bills as presented. Motion carried unanimously.

**Public Comments**

None.

**Presentation: Village of Fredonia Fire department 100 Year Anniversary Celebration:**

John Schommer highlighted the proposed events for the Fire Department 100 Year Anniversary.

Event date: August 19, 2023:

8:00 AM – 5K Run

12:00 Noon – Parade with presentation following

9:30 PM – Fireworks

All day: DJ's and Bands / Family and Kids Activities

Fire Department will be requesting to have extended park hours for the event.

**Report on Operations: Village President**

President Dohrwardt had nothing to report.

**Report on Operations: Village Administrator**

Administrator Jenkins highlighted his report stating that he is continuing to work on updating accounts in the Workhorse Software to get the 2023 budget entered. He has met with each Trustee individually to discuss the Employee Handbook and Compensation Study.

Meetings were held with Chief Weyker and Waubeka Chief Caswell to discuss the Joint EMS Agreement.

Met with NOSD Superintendent and discussed ideas for collaboration and ways to continue to grow the community.

Social Media: Kicked off Marshall Monday highlighting Marshall Davel, Fire Fighter Friday will be tomorrow. Also highlighted Sippel Electric as Business of the Month.

**Report on Operations: Village Marshal**

Marshal Davel reported that they are moving ahead with hiring an additional officer. This will not impact the overall budget. The additional officer will allow some rearrangement of hours and have another person who can work some different hours.

Trustee Paape questioned why the speed signs that were not installed. Marshall Davel stated that Port Washington experienced damage to the signs due to snow and salt. He did not want to damage the signs therefore is waiting until spring to install them.

Marshall Davel stated he will have his year end report next month for review. This report will include a breakdown of how many incidents were responded to as well as what type of incidents they were.

**Report on Operations: Fire Chief**

Fire Chief Weyker was not present. There was not report.

Chris Kunstmann stated that the Length of Service Award Program (LOSA) payment is due by January 31, 2023. He just completed the necessary documentation and requested a consensus to approve payment so the check can be issued and then have formal approval of the check at the next meeting. He explained the program and gave a breakdown of costs. There were no objections to this request.

**Report on Operations: Public Works/Wastewater Treatment Plant**

Director of Public Works Paulus passed out a synopsis of the recent water main break at 225 North Milwaukee Street. He stated that the increased pressure from the well repairs most likely caused the break. Total cost is still unknown.

**Report on Operations: Clerk/Treasurer**

Clerk/Treasurer Depies stated that she completed W2 statements and payroll with some issues due to changed accounts. She also noted that she had made an error on a 941, reported a payment in the wrong quarter, and spent some time on the phone with the IRS to get this issue corrected. Clerk/Treasurer Depies also noted that she is working with the State of Wisconsin to take advantage of some other programs they offer; such as Deferred Compensation, Income Continuation Insurance, and Group Life Insurance.

**Report by Ozaukee County District 2 Supervisor**

Supervisor Haas was not present.

**Plan Commission Public Hearing – D Dohrwardt**

President Dohrwardt stated that Plan Commission held a Public Hearing and is recommending the Village Board approve rezoning properties abutting the manufacturing plant from RS-2 Single Family to M-2 Manufacturing.

### **Park and Recreation – D Gehrke**

Trustee Gehrke highlighted events discussed/planned at the Park and Recreation Committee meeting:

- The movie Clifford will be shown at NOSD on February 9 at 7:00 PM.
- A possible mud run at Marie Kraus Park was discussed and will be explored further.
- Maintenance of the Disc Golf Course was discussed including repairs to the bridges and a pay to play system.

### **Items for Discussion and/or Action**

Motion to approve a property zoning change from RS-2 Single Family Residential to M-2 Manufacturing: Lots 11, 12, 13, and 14 in Stoney Creek Meadows Subdivision and Parcel 090500516007.

Motion by Trustee Gehrke, Seconded by Trustee Abegglen, to approve a property zoning change from RS-2 Single Family Residential to M-2 Manufacturing: Lots 11, 12, 13, and 14 in Stoney Creek Meadows Subdivision and Parcel 090500516007. Motion carried unanimously.

Motion to approve lot division – Lot 6, in block 5 of Assessor’s Plat – Fredonia / 415-421 Fredonia Avenue with water and sewer being split and a water meter being placed at each property.

Motion by Trustee Abegglen, seconded by Trustee Gehrke, to approve lot division – Lot 6, in block 5 of Assessor’s Plat – Fredonia / 415-421 Fredonia Avenue with water and sewer being split and a water meter being placed at each property. Motion carried. Gehrke – Nay.

Motion to approve Resolution 2023-B allowing for three election inspectors at the February 21, 2023 and April 4, 2023 elections.

Administrator Jenkins stated that the school will have a referendum on the April 4, 2023 ballot which may cause increased voter turnout.

Motion by Trustee Gehrke, seconded by Trustee McLarty, to approve Resolution 2023-B allowing for three election inspectors at the February 21, 2023 and striking the April 4, 2023 election from the resolution. Motion carried unanimously.

Motion to reconsider to accept 2022 Election Security Subgrant in the amount of \$1,200.

Trustee Haas was not present at the meeting and neither President Dohrwardt or Trustee Paape were willing to reconsider accepting the 2022 Election Security Subgrant.

Motion to accept 2022 Election Security Subgrant in the amount of \$1,200.

Motion was unavailable as the matter was not brought back for consideration.

Motion to approve the Village of Fredonia Hall Reservation Form and fees.

Motion by Trustee McLarty, seconded by Trustee Gehrke, to approve the Village of Fredonia Hall Reservation Form and fees. Motion carried. Paape – Nay.

Motion to approve Village of Fredonia Employee Handbook.

Motion by Trustee McLarty, seconded by Trustee Abegglen, to approve Village of Fredonia Employee Handbook.

President Dohrwardt noted several grammar corrections. He also brought up concerns regarding the PTO schedule stating that the amounts allowed were too high. He did not believe that employees should be given that amount of vacation time. There was discussion between board members and staff on the calculations and totals and standards of other communities.

The motion to approve Village of Fredonia Employee Handbook was carried. Dohrwardt - Nay

Motion to approve Village of Fredonia Compensation Plan authorizing employee 2023 pay rates.

Administrator Jenkins stated that he met with each trustee individually to explain and discuss the compensation plan and recommended pay rates. He noted that some wage corrections are needed for an annual cost to the budget of approximately \$16,000.

Motion by Trustee Paape, seconded by Trustee Gehrke, to approve Village of Fredonia Compensation Plan authorizing employee 2023 pay rates. Motion carried. McLarty – Nay.

Treasurer Depies confirmed that any pay increases will be retroactive to January 1, 2023.

**Correspondence**

None

**Items for Future Consideration by the Village Board**

Director of Public Works Paulus informed the Board that Water, Sewer, Public Works, Fire Department are all very short on storage. He also noted that he is in need of a place to store road salt. Future consideration should be given to construction of a storage building. There is a lot of equipment that is currently stored outside which opens the Village up to possible vandalism and premature weathering of equipment.

**Adjournment**

Motion by Trustee McLarty, seconded by Trustee Abegglen, to adjourn the meeting at 8:07 p.m. Motion carried unanimously.

Respectfully Submitted:

Melissa Depies  
Village Clerk

1/31/2023

4:14 PM

Check Register - Quick Report - ALL

Page: 1

ALL Checks

ACCT

GENERAL CHECKING & MONEY MARKET

Dated From:

From Account:

Thru:

Thru Account:

Check Nbr	Check Date	Payee	Amount
18195	1/31/2023	ENERGENECS, INC.	6,243.52
		ABB DRIVE	
		Previous Year Expense	
18196	1/31/2023	MUNICIPAL WELL & PUMP	2,750.00
		BOOSTER REPAIRS	
		Previous Year Expense	
18197	1/31/2023	OZAUKEE COUNTY HWY. DEPT.	1,611.36
		DIESEL FUEL	
		Previous Year Expense	
18198	1/31/2023	PINNACLE ENGINEERING GROUP	1,450.00
		BUSINESS PARK ENGINEERING	
		Previous Year Expense	
18199	1/31/2023	QUASIUS CONSTRUCTION, INC.	3,940.00
		DOOR CANOPY	
		Previous Year Expense	
18200	1/31/2023	SABEL MECHANICAL, LLC.	17,600.51
		FABRICATE SS GATE	
		Previous Year Expense	
18201	1/31/2023	STRAND ASSOCIATES, INC.	853.00
		ENGINEERING SERVICES	
		Previous Year Expense	
18202	1/31/2023	SYMBIONT	448.00
		AGOL BACKUP	
		Previous Year Expense	
		Grand Total	34,896.39

1/31/2023

4:14 PM

Check Register - Quick Report - ALL

Page: 2

ALL Checks

ACCT

GENERAL CHECKING & MONEY MARKET

Dated From:  
Thru:

From Account:  
Thru Account:

	Amount
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Total Expenditure from Fund # 100 - GENERAL FUND	1,824.62
Total Expenditure from Fund # 350 - FIRE DEPARTMENT	3,940.00
Total Expenditure from Fund # 400 - TID NO. 3	2,089.74
Total Expenditure from Fund # 600 - WATER UTILITY	2,750.00
Total Expenditure from Fund # 660 - SEWER UTILITY	24,292.03
Total Expenditure from all Funds	34,896.39



## ALL Checks

ACCT

## GENERAL CHECKING &amp; MONEY MARKET

Dated From:

From Account:

Thru:

Thru Account:

Check Nbr	Check Date	Payee	Amount
18174	1/31/2023	AgSource Cooperative Services LAB SERVICES	578.00
18175	1/31/2023	BAKER TILLY VIRCHOW KRAUSE, LLP 2022 AUDIT/FINANCIAL STATEMENTS	1,351.25
18176	1/31/2023	CORE & MAIN REPAIR CLAMPS	904.78
18177	1/31/2023	DIGGERS HOTLINE, INC PREPAY 135 HOTLINES	216.00
18178	1/31/2023	FASTENAL COMPANY FASTENERS	24.17
18179	1/31/2023	FRONTIER TELEPHONE	65.98
18180	1/31/2023	HAWKINS, INC. WATER CHEMICALS-AZONE 15/SODIUM SILICATE	576.70
18181	1/31/2023	JACKSON CONCRETE, INC. SLURRY-MAIN BREAK-MILW ST	2,784.00
18182	1/31/2023	MANSKE, PAUL PROPERTY TAX OVERPAYMENT REFUND	87.02
18183	1/31/2023	PARKSIDE AUTO CENTER, INC. WHEEL WIEGHTS	965.80
18184	1/31/2023	PETTY CASH PROPERTY TAX OVERPAYMENT REFUND-HEINZEL	12.91
18185	1/31/2023	PORT PUBLICATIONS ABSENTEE VOTING PUBLICATIONS	183.40
18186	1/31/2023	SCHMITZ READY-MIX, INC. SLURRY-MAIN BREAK-MILW ST	2,100.00
18187	1/31/2023	SECURIAN FINANCIAL GROUP FEB PREMIUM S ALIOTO	12.32
18188	1/31/2023	STEFFEN PLUMBING & HEATING, INC. PVC PIPE FITTINGS	32.55
18189	1/31/2023	STREICHER'S, INC. AMMO-PRACTICE	975.00
18190	1/31/2023	USA BLUE BOOK SKIMMING NET/POLE/TUBE	319.72
18191	1/31/2023	WE ENERGIES FIRE DEPT SIREN	15.00
18192	1/31/2023	WEX BANK FUEL-EXXON MOBIL	455.73

1/31/2023 12:11 PM

Check Register - Quick Report - ALL  
ALL Checks  
GENERAL CHECKING & MONEY MARKET

Page: 2  
ACCT

Dated From:  
Thru:

From Account:  
Thru Account:

Check Nbr	Check Date	Payee	Amount
18193	1/31/2023	WI DEPT OF JUSTICE - TIME TIME ACCESS CHARGE/QTRLY OFFICER SUPPORT	192.75
18194	1/31/2023	WPP, LLC VINYL GRAPHIC FOR DPW DOOR	31.80
Grand Total			11,884.88

1/31/2023 12:11 PM

Check Register - Quick Report - ALL  
ALL Checks  
GENERAL CHECKING & MONEY MARKET

Page: 3  
ACCT

Dated From: From Account:  
Thru: Thru Account:

	Amount
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Total Expenditure from Fund # 100 - GENERAL FUND	3,392.33
Total Expenditure from Fund # 350 - FIRE DEPARTMENT	15.00
Total Expenditure from Fund # 600 - WATER UTILITY	6,581.48
Total Expenditure from Fund # 660 - SEWER UTILITY	1,896.07
Total Expenditure from all Funds	11,884.88

1/31/2023

4:33 PM

Check Register - Quick Report - ALL

Page: 1

ALL Checks

ACCT

GENERAL CHECKING & MONEY MARKET

Dated From:

From Account:

Thru:

Thru Account:

Check Nbr	Check Date	Payee	Amount
18203	1/31/2023	LAABS, JASON CLOTHING ALLOWANCE	79.03
18204	1/31/2023	WISCONSIN DOCUMENT IMAGING COPIES	115.03
Grand Total			194.06

1/31/2023

4:33 PM

Check Register - Quick Report - ALL

Page: 2

ALL Checks

ACCT

GENERAL CHECKING & MONEY MARKET

Dated From:

From Account:

Thru:

Thru Account:

Amount

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Total Expenditure from Fund # 100 - GENERAL FUND	115.03
Total Expenditure from Fund # 600 - WATER UTILITY	79.03
Total Expenditure from all Funds	194.06

1/19/2023 8:14 PM

In Progress Checks - Full Report - ALL  
ALL Checks by Payee  
GENERAL CHECKING & MONEY MARKET

Page: 1  
ACCT

Dated From: From Account:  
Thru: Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	1/19/2023	UBS FINANCIAL SERVICE FIRE LENTH OF SERVICE	
350-00-52230-308-000		LOSA PROGRAM FIRE LENTH OF SERVICE	13,954.65
		LOSA22	
		Total	13,954.65
		Grand Total	13,954.65

From the Desk of:

Christophe E. Jenkins

Village Administrator

### **Purchase Policy**

After reviewing the financial policies document (adopted in 2017), it was discovered that this does not include a Purchase Policy which would dictate the financial limits that staff can utilize making budgeted and unbudgeted expenses. What is being recommended is a policy that sets clear boundaries of when and at what amount staff has the ability to spend these dollars and when Board approval is required.

Administration would recommend approval of this policy so that each department across the Village operates consistently.

**Administration's Recommendation:** Approve

**Fiscal Impact:** None

Christophe E. Jenkins

Village Administrator

# Village of Fredonia - Purchasing Policy

## I. Objective:

The objectives of the purchasing policy are:

- a. To ensure purchases are authorized by the designated responsible party
- b. To procure quality goods and services at a competitive price, and
- c. To obtain and pay for purchases in a timely fashion.

The purchasing policy shall be followed by any Village department or utility which is funded in whole or in part by the taxpayers or ratepayers. The intentional staggering or dividing of purchases and/or contracts to evade the purchasing policy is strictly prohibited. All costs associated with an item such as shipping charges, assembly, and equipment additions shall be included in the estimated cost of an item. For the purposes of the purchasing policy, "budgeted items" are considered to be routine operating purchases of goods and services and non-routine, capital items specifically identified in the current budget document.

## II. Responsibilities of Treasurer:

- a. Ensure funds are available for purchases pursuant to the budget.
- b. Ensure the demand of account is accurate in amount and a proper charge against the treasury.
- c. Ensure the goods or services were duly authorized by the designated responsible party and have been received or rendered to the satisfaction of the Village.

## III. Payment of Regular Wages or Salaries and Approved Village Contracts:

Regular wages or salaries of Village officers and employees shall be paid by the Village Treasurer. Village contracts shall be paid in a timely fashion as spelled out in the contract once approved by the Village Board.

## IV. Purchases of Budgeted Items Less than \$5,000.00:

For the purchase of a budgeted item involving an estimated expenditure less than \$5,000.00, the appropriate employee shall solicit an estimate or bid. The quote shall be presented to their Department Head or Village Treasurer for approval prior to ordering the item, to ensure that there are funds available in the budget. Whenever multiple bids are acquired, and it is in the best interest of the Village, the purchase shall be made based on the lowest quote. If the purchase is not made based on the lowest quote, the reasoning for purchasing from a vendor that did not provide the lowest quote must be documented.



V. Purchases of Non-Budgeted Items or Services Under \$1,000.00:

If the price of an item is under \$1,000.00 and the item is not included in the current budget and is not a routine operating expenditure, the Village Administrator has the authorization to make necessary purchases without consent of the Board or necessitating the solicitation of three bids, but by informing the Village President.

VI. Emergency Purchases of Non-Budgeted Items Under \$5,000.00:

Emergency purchases shall only be made:

- a. To prevent delays in construction or delivery of service or
- b. To address an immediate threat to the health or safety of the public and employees.

For emergency purchases of non-budgeted items or services with an estimated cost under \$5,000.00, the Village Administrator has the authorization to make necessary purchases without consent of the Board or necessitating the solicitation of three bids, but by informing the Village President. The Village President or Administrator should then advise the Board of Trustees of such action no later than at the next regular Board of Trustees meeting.

VII. Emergency Purchases of Non-Budgeted Items Over \$5,000.00:

For emergency purchases of non-budgeted items or services with an estimated cost over \$5,000.00, the Village Administrator has the authorization to make necessary purchases by the consent of the Village President. The Village President or Administrator should then advise the Board of Trustees of such action no later than at the next regular Board of Trustees meeting. If a consensus cannot be made between the Village Administrator and Village President, a Special Meeting of the Board of Trustees shall be called to approve an action.

VII. Purchases of \$5,000.00 or More Not Covered by Sec. 62.15 Wisconsin Statutes:

Every effort must be made to send out enough bids or quotation requests in order to receive a minimum of three in order that the Employee can make a recommendation to the Board. Appropriate notices shall be published, plans and specifications shall be distributed, and bids or quotations shall be opened and examined and a report shall be made to the Board concerning the bid or quotations received. The report shall contain a recommendation concerning the bid or quotation to be accepted or rejected. If a bid or quotation other than the lowest bid or quotation is recommended, the trustee shall state the reasons for such recommendation. Any project receiving only one bid shall be rebid unless it is approved by a two-thirds (2/3) vote of the Board. The Village has the right to reject any and all quotes and/or bids.

#### VIII. Public Construction of \$5,000.00 but Not More than \$25,000.00:

All public construction, as defined in Section 62.15 and 66.0901 Wisconsin Statutes, the estimated cost of which exceeds \$5,000.00 but is not greater than \$25,000.00, shall be let to the contractor submitting the lowest responsible quote, provided however, that there shall be a Class 1 notice, under Chapter 985, Wisconsin Statutes, of the proposed construction before the contract for the construction is executed. The Board may also, by a vote of three-fourths of all the members, authorize that any public construction be done directly by the Village without submitting the same for bids. Any project receiving only one bid shall be rebid unless it is approved by a three-fourths vote of the Board. The Village has the right to reject any and all quotes and/or bids.

#### IX. Public Construction Over \$25,000.00:

All public construction in which the estimated cost exceeds \$25,000.00 shall be let by contract to the lowest responsible bidder. The bidding process shall incorporate the requirements in Section 62.15 and 66.0901 Wisconsin Statutes. Any project receiving only one bid shall be rebid unless it is approved by a two-thirds (2/3) vote of the Board. The Village has the right to reject any and all quotes and/or bids.

#### X. Budgeted Line-Item Transfers:

The Village Administrator has the authority to transfer dollars from one budgeted line item to another to expense for Emergency Purchases that must be done in a timely matter up to \$10,000.00. The Village Administrator should then advise the Board of Trustees of such action no later than at the next regular Board of Trustees meeting.

Emergency transfers shall only be made:

- a. To prevent delays in construction or delivery of service or
- b. To address an immediate threat to the health or safety of the public and employees.

#### XI. Change Orders on Public Construction Contracts:

Whenever it is responsibly possible, a proposed increase in the cost of a public construction contract resulting from a change in the scope of the project shall be presented to the Village Board for approval provided that it will not result in a costly delay to the construction project. If the cost of delaying the project is prohibitive, change orders which are a result of a change in the scope of the project shall be approved by the appropriate staff member and the Village Clerk/Treasurer. All change orders must be approved by the Village Board prior to final payment on the contract.

**Intermunicipal Agreement**  
**By and Between The Village of Belgium, Village of Fredonia,**  
**Town of Belgium, and Town of Fredonia For the Provision of**  
**EMS Services**

The Village of Belgium, Village of Fredonia, Town of Belgium and Town of Fredonia (collectively referred to herein as “the Municipalities”) by their undersigned authorized officers, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

**Article 1: Intent and Purpose**

- A. By entering into this agreement the Municipalities intend to enter into a cooperative agreement under Wis. Stat. § 66.0301 under which the Village of Fredonia will contract with the Village of Belgium, Town of Belgium and Town of Fredonia (collectively referred to herein as the “Contracting Municipalities”) provide Emergency Medical Services at the Paramedic level under Wis. Stat. Chapter 256 and Wis. Admin. Code ch. DHS 110 including as they may hereafter be revised and/or renumbered from time to time (referred to herein as the “Joint ALS Paramedic-level Service”) for all persons and properties located within the service area set forth in Article 3 of this Agreement.
- B. The purpose of this Agreement is to allow the Contracting Municipalities to obtain the Joint ALS Paramedic-level Services without the need to undertake the staffing, training, and certifications and acquisition of equipment on an individual basis and, thereby, permit the Parties to realize efficiencies and economics in operation that exceed what any of the Parties could expect to realize on an individual basis.

**Article 2: Definitions.**

- A. Municipalities. The Villages of Belgium and Fredonia, and the Towns of Belgium and Fredonia, shall constitute the “Parties” to this Agreement.
- B. Contracting Municipalities. The Village of Belgium and the Towns of Belgium and Fredonia, shall constitute the “Contracting Parties” to this Agreement.
- C. Fire Department. The Municipalities hereby retain operation and control of separate Fire Department organizations within their respective municipalities provided, however, that all Advanced Life Support (ALS)-Paramedic Services be provided by the Village of Fredonia Fire Department.

### **Article 3: Boundaries.**

- A. Area. Subject to the provisions of sections B and C of this Article, the service area within which the Village of Fredonia will provide the Joint ALS Paramedic-level Services provided for under this Agreement shall consist of the geographic territory on the date thereof of:
- The Village of Belgium
  - The Village of Fredonia
  - The Town of Belgium; and
  - The Town of Fredonia
- B. Modifications to Area. The service area defined under Section A of this Article may be changed from time to time based upon the recommendation of the EMS Chief following the approval by the governing body of each municipality. Any lands annexed by any of the Municipalities from time to time shall be automatically deemed to be included within the service area without need for a recommendation by the EMS Chief or approval by the governing bodies of the Municipalities. As of this agreement, there are no Mutual Aid Agreement between of the participating municipalities.
- C. Contract Intercept Agreement, Inter-facility Contract Transport Area Agreement. Contract Intercept Agreements are paramedic agreements with other fire departments and/or municipalities to assist with treatment of serious medical conditions and/or serious injuries on the scene. Inter-facility Contract Transport Area Agreements are paramedic agreements with hospitals to transport patients between facilities. Contract Intercept Agreements shall be subject to approval by the Village of Fredonia Board of Trustees.

### **Article 4: EMS Service**

- A. Duties. The Village of Fredonia shall be responsible for the provision of Joint ALS Paramedic-level Service under this Agreement.
- B. Composition. Village of Fredonia Fire Department staff shall be members of the Joint ALS Paramedic-level Service. Joint ALS Paramedic-level Services are entitled to all participating municipalities.
- C. Operational Policies. The Village of Fredonia Fire Department's operational policies will be updated to reflect the updated service level for ambulance and will be the operational guideline moving forward.
- D. Compensation. All compensation and benefits to be paid to the EMS Chief and all subordinates of the Joint ALS Paramedic-level Service shall be determined by the Village of Fredonia Board of Trustees, the total cost of which must be specifically approved as part of the budget process.
- E. EMS Chief. The Village of Fredonia Fire Chief shall act as the EMS Chief per this Agreement. The EMS Chief shall have the authority and powers of a chief officer

with respect to the EMS personnel and equipment and shall serve as the liaison between the participating Municipalities. The EMS Chief shall give, at minimum, an annual report of the operation of EMS service to each participating Municipality.

A. Budget.

a. Joint EMS Budget

i. The EMS Chief shall submit a proposed budget for the Joint ALS Paramedic-level Service by July 31, of each year. Such budget shall set forth on a line-by-line basis the items of revenue and operating and capital expenditures of the Joint ALS Paramedic-level Service. Upon receipt of the same, a meeting(s) shall be called by the Village of Fredonia Board of Trustees to review and approve. In the event the EMS Chief does not submit a budget by August 1<sup>st</sup>, then the Village of Fredonia Administrator shall prepare the same.

ii. Operations Financing Formula (Distribution of Costs).

1. Each Municipality's annual financial contribution to the Fire Department's operating budget shall be based on the Municipalities percentage share of the total population served by this agreement and be updated every ten (10) years based upon U.S. Census Bureau population data. As of the 2021-2030 cycle, percentages are as follows:

- a. Village of Belgium (29%)
- b. Village of Fredonia (27%)
- c. Town of Fredonia (27%)
- d. Town of Belgium (17%)

2. Capital Equipment Financing Formula.

a. The EMS Chief shall make an annual determination of dollars to be set aside from each municipality for contributions towards long-term capital projects and these dollars shall be set aside in a separate EMS Board "Capital Equipment Fund" on an ongoing 5-year basis for this purpose. If a decision is made by the Village of Fredonia Board of Trustees to initiate a purchase beyond the dollars held in reserve, the capital budget shall be based on each municipality's percentage share of the total population and shall be updated every ten (10) years based upon U.S. Census Bureau population data. As of the 2021-2030 cycle, percentages are as follows:

- i. Village of Belgium (29%)
- ii. Village of Fredonia (27%)
- iii. Town of Fredonia (27%)
- iv. Town of Belgium (17%)

3. Income Generation.

- a. Any income generated from the collection of service fees for providing the Joint ALS Paramedic-level Service shall remain within the Joint ALS Paramedic-level Service Fund for the sole purposes of offsetting the annual expenses.
- iii. Payment of Budgeted Expenses. Budgeted expenses of the EMS Chief and Joint ALS Paramedic-level Service shall be invoiced to the municipalities by December 1<sup>st</sup> of each year. The Operational Budget Expense shall be invoiced separate from the Capital Expense. If a participating Municipality fails to make all or any portion of any payment required under this Agreement in a timely manner, such Municipality shall remit to the EMS Board interest at the rate of one percent (1%) per month or any fraction of a month on the outstanding balance due. Expenses that exceed the budget, as authorized herein, shall be paid within thirty days of billings.

**Article 6: Ownership of Equipment.**

- A. All equipment utilized within this agreement are owned and maintained by the Village of Fredonia as the contracted Joint ALS Paramedic-level Service.

**Article 7: Amendments.**

- A. The Municipalities may alter, amend and/or rescind all or any of the provisions of the Intermunicipal Agreement, however, such changes shall not take effect until approved by the governing bodies of all of the Municipalities. Amendments to this Agreement may be proposed by any municipality.
- B. The amendment may be adopted by each Municipality individually and without corresponding signatures from the other Municipalities. This amendment shall take effect upon adoption by the governing bodies of all Municipalities and submission of a certified copy of the same to the EMS Chief.

**Article 8: Termination.**

- A. Initial Term. This Agreement shall take effect upon the effective date stated herein after adoption by the governing body of each Municipality and shall remain in effect for a minimum of ten (10) years. Unless otherwise terminated in accordance with the provisions of this Article 8, this Agreement shall automatically renew upon the expiration of the initial term or any subsequent term for successive seven-year terms.
- B. Withdrawal. Any Municipality wishing to withdraw from this Agreement may do so by submitting written notice via certified mail addressed to the Clerk of each of the other Municipalities giving notice of intent to withdraw effective the last day of the then-current term, provided however, that such notice shall only be effective if given between

July 1<sup>st</sup> and August 1<sup>st</sup>, during year five of the initial or any renewal term of this Agreement. If any Municipality wishes to initiate withdrawal, this Agreement must be revisited by the remaining participating municipalities within 90 days of being noticed.

- C. Termination. This Agreement shall terminate on the date set forth in the written consent executed by the governing bodies of all of the Municipalities or on the effective date of the withdrawal of any municipality under Article 8(B) and either such date shall constitute the “Dissolution Date” for purposes of this Agreement provided, however, that the Agreement shall continue to exist for the purpose of disposing of all claim’s distribution of assets in accordance with the provisions of this Agreement and to perform all other functions necessary to terminate the affairs of the Joint ALS Paramedic-level Service.
- D. Disposal of Capital Equipment. In the event of termination of this Agreement any capital equipment then used the Joint ALS Paramedic-level Service shall cause all of the capital equipment it owns and the capital equipment owned as tenants in common by the participating municipalities used by the Joint ALS Paramedic-level Service to be appraised by one or more competent appraisers selected by the EMS Chief. Thereafter, the Joint ALS Paramedic-level Service is authorized to sell such capital equipment to any successor(s) of the Service or to any of the Municipalities at the appraised value provided, however, that if more than one of the aforementioned desires to purchase a particular piece of capital equipment, it should be sold to the highest aforementioned bidder. Sale proceeds shall be distributed to the Municipalities by the Village of Fredonia using the capital equipment financing formula calculation. Any piece of capital equipment owned by a participating municipality at the time of entry into this Agreement that is still in service shall be returned to that municipality. If any capital equipment is not transferred to a successor entity(s) or the Municipalities, the Village of Fredonia is authorized to sell or dispose of such remaining capital equipment at the best price obtainable. Sale of capital equipment may not commence prior to four (4) months before the Dissolution Date. No delivery of any capital equipment to any purchasing party may occur until the Dissolution Date.

## **Article 9: Additional Provisions**

- A. Binding Effect. The terms and provisions of this Agreement shall be binding upon and shall be beneficial to all of the parties hereto and their permitted assigns. No party to this Agreement may assign any of its rights or delegate any of its duties or obligations under this Agreement.
- B. Rules of Construction. The captions in this Agreement are inserted only as a matter of convenience and in no way affect the terms or intent of any provision of this Agreement. All defined phrases pronouns and other variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the actual identity of the organization person or persons may require. No provision of this Agreement shall be construed against any party hereto by reason of the extent to which such party or its counsel participated in the drafting hereof.

- C. Choice of Law and Severability. This Agreement shall be construed in accordance with the internal laws of Wisconsin. If any provision of this Agreement shall be contrary to the internal laws of Wisconsin or any other applicable law, at the present time or in the future, the Municipalities agree to promptly meet to develop substitute language that will give effect to the intent of the language in the Agreement. This Agreement shall be deemed to be modified and amended so as to be in compliance with the applicable law and this Agreement shall be construed in such a way as will best serve the intention of the Municipalities.
- D. Entire Agreement. The Agreement constitutes the entire agreement between the Municipalities regarding the terms and operations of the Joint EMS Service and EMS Board. This Agreement supersedes all prior and contemporaneous agreements, statements, understandings, and representations of the parties regarding the terms and conditions of the Joint EMS Service and EMS Board. No waiver shall be binding unless executed in writing by the party making such waiver.
- E. Notices. All notices, requests, consents, or other communication provided for in or to be given under this Agreement shall be in writing and, except as otherwise expressly, may be delivered in person, by facsimile transmission, by overnight courier, or by U.S. Mail, and shall be deemed to have been duly given and to have become effective (1) one day after having been delivered in person, or by email or facsimile, (1) one day after having been delivered to an overnight courier, or (3) three days after having been deposited in the mails as certified or registered mail, all fees prepaid, directed to the parties or their assignees at the following addresses: Village Clerk, Village of Belgium, 104 Peter Thein Ave Belgium, WI 53004 with a copy to the Village President; Village Clerk, Village of Fredonia, 242 Fredonia Ave. P.O. Box 159 Fredonia, WI 53021, with a copy to the Village President and Village Administrator; Town Clerk, Town of Belgium, P.O. Box 156 Belgium, WI 53004 with a copy to the Town Chairman; and Town Clerk, Town of Fredonia, 242 Fredonia Ave. P.O. Box 17 Fredonia, WI 53021, with a copy to the Town Chairman.
- F. Expenses. Except as otherwise specifically provided in this agreement, the Municipalities shall pay their respective expenses and costs incurred or to be incurred in negotiating and carrying out the terms of this Agreement, including without limitation all of their respective attorneys' fees.

#### **Article 10: Adoption of Ordinance.**

- A. The Municipalities agree to repeal any existing ordinances conflicting with the terms of this Agreement and to adopt the provisions of this Agreement by enactment of an ordinance in substantially the form set forth in Exhibit B to this Agreement for purposes of creating the Joint ALS Paramedic-level Service.



Approved by All Parties as follows:

**Village of Belgium Board of Trustees – Dated:**

\_\_\_\_\_  
Peter Anzia - Village President

\_\_\_\_\_  
Julie Lesar - Village Clerk

**Village of Fredonia Board of Trustees – Dated:**

\_\_\_\_\_  
Donald G. Dohrwardt - Village President

\_\_\_\_\_  
Michelle Johnson - Village Clerk

**Town of Belgium Town Board – Dated:**

\_\_\_\_\_  
Thomas Winker - Town Chairman

\_\_\_\_\_  
Ginger Murphy - Town Clerk

**Town of Fredonia Town Board – Dated:**

\_\_\_\_\_  
Lance Leider - Town Chairman

\_\_\_\_\_  
Christophe E. Jenkins - Town Clerk