

PO Box 159  
242 Fredonia Avenue  
Fredonia, WI 53021



Phone: 262-692-9125  
Fax: 262-692-2883  
mdepies@village.fredonia.wi.us

---

## **AGENDA**

### **FREDONIA VILLAGE BOARD MEETING THURSDAY, NOVEMBER 17, 2022 – 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. Public Hearing on the proposed 2023 budgets for the Village of Fredonia General Fund, Capital Projects, Debt Service, Fire Department, TID No. 3, Water and Sewer Utilities.
2. Close Public Hearing and call to order of regular Village Board meeting.
3. Pledge of Allegiance / Roll Call
4. Consent agenda:
  - a. Approve minutes of November 3, 2022 Village Board meeting.
  - b. Approve General Fund, Water and Sewer Invoices.
5. Public comments.  
Please note public comments are limited to five minutes per person.
6. Report on operations of Village by:
  - a. Village President
  - b. Village Administrator
  - c. Village Marshal
  - d. Fire Chief
  - e. Public Works/Wastewater Treatment Plant
  - f. Clerk/Treasurer
  - g. Ozaukee County District 2 Supervisor
  - h. Report of Plan Commission – D Dohrwardt
  - i. Report of Architectural Control Board – J Long
7. Items for Discussion and/or Action:
  - a. Motion to approve the 2023 Capital Improvement Projects

- b. Motion to approve Resolution 2022-J Adopting Village of Fredonia 2023 Levy.
  - c. Motion to approve the Village of Fredonia 2023 Annual Budget.
  - d. Motion to approve Subrecipient Agreement between Ozaukee County and the Village of Fredonia as recommended by Attorney Michael Herbrand.
  - e. Motion to approve Fire Protection Services Agreement between the Village of Saukville and the Village of Fredonia Fire Department.
  - f. Motion to approve Agreement between the Town of Belgium and Village of Fredonia Fire Departments for Ambulance services.
  - g. Motion to approve Agreement between the Village of Belgium and the Village of Fredonia Fire Department for Ambulance services.
  - h. Motion to approve request to carryover unspent 2022 operating budget towards future squad purchase.
8. Convene to closed session pursuant to Wisconsin Statutes 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 – TID district #3 Contract Negotiations
9. Adjourn closed session and reconvene into open session
10. Discussion and possible action on TID district #3 offer letters and development proposals.
11. Convene to closed session pursuant to Wisconsin Statutes 19.85(1)(c) for considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – Approval of DPW Superintendent and Clerk/Treasurer Duties.
12. Adjourn closed session and reconvene into open session
13. Approval of DPW Superintendent
14. Charter Ordinance eliminating the Consolidated Clerk-Treasurer position and Establishing separate Positions of Village Clerk and Village Treasurer.
15. Correspondence
16. Items for future consideration by Village Board.
17. Adjournment

## UPCOMING MEETINGS:

Village Board – December 1

**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/86878091817?pwd=YkpjaHBVaDQvY3hTNDJkeFdFcXFZUT09>

**VILLAGE OF FREDONIA  
VILLAGE BOARD MEETING MINUTES  
NOVEMBER 3, 2022**

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, John Long, Rick Abegglen, Josh Haas, and Bruce Paape.

Staff/Officials present: Village Clerk Melissa Depies, Village Marshal Mike Davel, and Public Works Crew person Brandon Heinen.

Others present: Residents Sandi Tretow and Charlene Landing.

**Consent Agenda**

Motion by Trustee Abegglen, seconded by Trustee Haas, to approve the October 20, 2022 Village Board meeting minutes, and the General Fund, Water and Sewer bills as presented. Motion carried unanimously.

**Open Session for Citizen Questions and Comments**

Charlene Landing, 245 St. Rose Avenue, stated that Village Code states that residents are not allowed to have leaves at the curb for more than 72 hours prior to collection. Many residents are not following the ordinance. She stated why have an ordinance if it is not going to be enforced. Trustee Abegglen responded that the ordinance may need to be changed. Residents rake leaves when time and weather allows. Crews collect leaves on a rotating basis between the east and west side of the Village, this rotation may not work with weather and residents schedules.

Ben Wood and Isak Fruchtmann, Strand Associates, indicated that they would like to be considered to assist the Village with engineering needs. Strand has done plan and stormwater reviews for the Village in the past.

**Report on Operations of Village by Village President**

President Dohrwardt had nothing to report.

**Report on Operations of Village Administrator**

Board members reviewed the report.

**Report on Operations of Village by Village Marshal**

Board members reviewed the report.

Marshal Davel stated that there will be a Veterans Parade on Tuesday, November 8. The parade will begin at Waubedonia Park, head east on Fredonia Avenue, go past the school and loop back. Officers Wolff and Hurda will lead and follow the parade.

There was discussion on a designated parade route and how the Village should handle parades in the future.

Marshal Davel reported that Mr. Watry is requesting a conditional use permit to sell cars on the vacant property on Fredonia Avenue; therefore no action will be taken to remove the cars until after the Plan Commission meeting.

#### **Report on Operations of Village by Fire Chief**

Fire Chief Weyker was not present, there was no report.

#### **Report on Operations of Village by Public Works/Wastewater Treatment Plant**

Board members reviewed the report.

Crewperson Brandon Heinen reported that there have been an abundance of leaves. The crew hauled 39 dump truck loads out to the Paulus farm plus several loads to the staging area by the shop. This was only the West side of the Village. Mr. Heinen stated that the push and scoop system is much faster and there are less breakdowns due to unwanted debris in the leaf piles.

#### **Report on Operations of Village by Clerk/Treasurer**

Board members reviewed the activities report as prepared by Village Clerk/Treasurer Depies.

Clerk Depies stated the office has been very busy with in-person absentee voters and getting things ready for the upcoming election in addition to the day-to-day activities of the Village.

#### **Report by Ozaukee County District 2 Supervisor**

Supervisor Haas reported that Mequon is moving their dispatch center to the county. He also noted that the County Budget passed. Everything is running smoothly.

#### **Report of Park & Rec Committee – D Gehrke**

Trustee Gehrke reported that the tree lighting event will be held November 26, 2022 at 6:00 PM at Freedom Park. There will be a small camp fire, NOSD Choir, and a visit from Santa. Village Clerk Depies will investigate obtaining trees for volunteers to decorate.

The committee began the planning process for the Fun B4 the 4th event.

The Fire Department will be celebrating their 100th anniversary next year. They are planning a celebration event for August 19th; there may be some collaboration with the Village and Fire Department for a joint event.

Consideration is being given to show one of the movies in January or February in the school.

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

#### **Adopt Ordinance 2022-6 Amending Section 132-4 Standing committees:**

Trustee Abegglen does not believe that the Technology Committee should be removed. This committee is more than just a budgeting committee.

Motion by Trustee Abegglen, seconded by Trustee Gehrke, to adopt ordinance 2022-6 Amending Section 132-4 Standing committees leaving (7) Tech committee in the ordinance. After limited discussion this motion was withdrawn.

Motion by Trustee Abegglen, seconded by Trustee McLarty, to table adoption of Ordinance 2022-6 Amending Section 132-4 Standing committees to the December 1, 2022 Village Board meeting. Motion carried 6 to 1. Trustee Gherke Nay.

#### **Motion to approve Resolution 2022-I Establishing wages for the Village President and Board of Trustees for the Village of Fredonia**

President Dohrwardt stated that this resolution will change the way the Village Board is paid. Rather than being paid per diem for meetings Village Board members will receive an annual stipends – Village President \$6,000 and Village Trustees \$2,000.

Trustee Haas stated that he does not agree with the dollar amounts being proposed. He noted that 2017 was the last time Village Board pay was addressed.

Trustee McLarty does not believe that board members should receive blanket pay. President Dohrwardt stated that there is a stipulation in place stating that Board member must attend 2/3 of the meetings.

Trustee Haas stated that the Village President should not be paid three times what a Trustee receives.

Motion by Trustee McLarty, seconded by Trustee Paape, to table Resolution 2022-I Establishing wages for the Village President and Board of Trustees for the Village of Fredonia to the December 1, 2022 Village Board meeting. Motion carried 4 to 3. President Dohrwardt, Trustees Long and Gehrke - Nay

#### **Discussion regarding appointing Village President as active chair of the Architectural Control Board**

President Dohrwardt stated that this will allow the Village President to step in at the Architectural Control Board or any other committee to make up a quorum if needed.

Sandi Tretow stated that this is already part of the Village Code. Trustee Haas stated that it is not. There was discussion with no action taken.

### **Correspondence**

#### **Response from Senator Duey Stroebel:**

Trustee Paape suggested writing a charter resolution that the board could send to the state.

President Dohrwardt stated that the Village wants information prior to the group homes moving in so that police and fire can be notified.

Representative Robert Brooks will be in attendance at the December 1, 2023 meeting. Trustee Long stated that all North Wilson residents should be invited to attend so they can ask questions and state their concerns. Trustee Paape stated that the group home administrators should also be invited.

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

Trustee Long stated that there were some items missed in the proposed budget.

1. Tuck pointing the north side of the Marshal office: Tuck point and then cover with vinyl siding to protect it so it last longer.
2. Roof repairs of the Marshal office/well house: \$50,000 slated 2025 – roof in very bad condition should be done sooner. Mr. Heinen state that the roof in the well house does have very bad leaking issues during heavy rains and snow melt.
3. Sidewalk to Dollar General: Sidewalk in this area is slated for 2025. Trustee Long stated that with the new development of Dollar General this sidewalk should be done sooner so people can safely walk to the store. Trustee Abegglen stated that when sidewalks were discussed and scheduled Dollar General was not an issue.
4. Fire House Canopy over service door: Trustee Abegglen stated that this item was not separated out in the capital budget. Funds were mixed in with the regular maintenance budget.
5. Technology Committee: Trustee Long stated that each year the Village budget included another area for security cameras and they were not included. Trustee Abegglen stated that the cameras were omitted due to other budgeting requirements. Trustee Long stated that the DPW wanted a stronger camera to read license plates.
6. Fire Department Paramedic page: the grant monies and expenses should be listed and tracked.

### **Adjournment**

Motion by Trustee McLarty, seconded by Trustee Haas, to adjourn the meeting at 8:11 p.m. Motion carried unanimously.

Respectfully Submitted:

Melissa Depies  
Village Clerk

11/14/2022 7:29 PM

## Check Register - Quick Report - ALL

Page: 1

ALL Checks

ACCT

## GENERAL CHECKING &amp; MONEY MARKET

Dated From:

From Account:

Thru:

Thru Account:

Check Nbr	Check Date	Payee	Amount
17938	11/14/2022	AgSource Cooperative Services LAB SERVICES	275.64
17939	11/14/2022	AIRGAS USA, LLC OXYGEN CYLINDER RENT	380.27
17940	11/14/2022	ARNOLD'S ENVIRONMENTAL SERVICES, INC. OAK PARK	308.00
17941	11/14/2022	BOEHLKE BOTTLED GAS CORP. PROPANE 33# - 420 WHEELER	253.64
17942	11/14/2022	CARDMEMBER SERVICE CONSTANT CONTACT	1,347.93
17943	11/14/2022	CASEY'S BUSINESS MASTERCARD FUEL	128.48
17944	11/14/2022	COMPARIN, CALVIN L. FGC JANITORIAL	300.00
17945	11/14/2022	DAVIS KUELTHAU REVIEW EMPLOYMENT CONTRACT	704.50
17946	11/14/2022	DEPIES, MELISSA PAPER	220.63
17947	11/14/2022	DIGGERS HOTLINE, INC HOTLINE SERVICE	19.20
17948	11/14/2022	EMERGENCY MEDICAL PRODUCTS, INC. MEDICAL SUPPLIES	512.13
17949	11/14/2022	ERIC VON SCHLEDORN FORD, INC. REPAIRS F550 PICKUP	453.68
17950	11/14/2022	FRANCK, JESSICA PROVISIONS-ELECTION 11/8/22	69.32
17951	11/14/2022	FRONTIER SERVICE	82.92
17952	11/14/2022	GALLS, LLC. DBA LARK UNIFORMS BOOT	170.79
17953	11/14/2022	GEHRKE, DAN PROVISIONS-ELECTION	12.56
17954	11/14/2022	Harter's Lakeside Disposal GARBAGE COLLECTION	9,437.92
17955	11/14/2022	HOUSEMAN AND FEIND, LLP REVIEW EMPLOYMENT CONTRACT	270.00
17956	11/14/2022	J.F. AHERN CO SPRINKLER INSPECTION	290.00



11/14/2022 7:29 PM

## Check Register - Quick Report - ALL

Page: 2

ALL Checks

ACCT

## GENERAL CHECKING &amp; MONEY MARKET

Dated From:

From Account:

Thru:

Thru Account:

Check Nbr	Check Date	Payee	Amount
17957	11/14/2022	JT ENGINEERING INC. REVIEW DOLLAR GENERAL	1,217.50
17958	11/14/2022	NEUENS FREDONIA LUMBER COMPANY, INC. PIPE THREAD COMP	79.82
17959	11/14/2022	PORT PUBLICATIONS POLLING HOURS/LOCATION	66.54
17960	11/14/2022	TOWN OF FREDONIA PROVISIONS-ELECTION 11/8/22	8.30
17961	11/14/2022	TRIO ENGINEERING SIDEWALK ENGINEERING	3,460.00
17962	11/14/2022	ULINE, INC. MICROFIBER GLASS & MIRROR	52.36
17963	11/14/2022	USA BLUE BOOK FLEXFLO PUMP	1,433.08
17964	11/14/2022	VERIZON POLICE PHONE	444.99
17965	11/14/2022	WE ENERGIES PUMP HOUSE 1	9,176.08
17966	11/14/2022	WPP, LLC NAMETAG/ACCOUNTABILITY TAGS	3,565.50
Grand Total			34,741.78

11/14/2022 7:29 PM

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

Page: 3  
ACCT

Dated From:  
Thru:

From Account:  
Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	22,106.33
Total Expenditure from Fund # 350 - FIRE DEPARTMENT	6,311.53
Total Expenditure from Fund # 600 - WATER UTILITY	1,607.39
Total Expenditure from Fund # 660 - SEWER UTILITY	4,716.53
Total Expenditure from all Funds	34,741.78

11/14/2022 7:29 PM

Check Posting Control Report

Page: 1

ALL Checks

ACCT

Posting Date: 11/14/2022

GENERAL CHECKING & MONEY MARKET

Dated From:

Thru:

Account Number	Account Code Description	Debit	Credit
100-00-11100-000-000	POOLED CASH		22,106.33
	Total Expenditure - Fund # 100	22,106.33	
350-00-11101-000-000	POOLED CASH		6,311.53
	Total Expenditure - Fund # 350	6,311.53	
600-00-11101-000-000	POOLED CASH		1,607.39
	Total Expenditure - Fund # 600	1,607.39	
660-00-11101-000-000	POOLED CASH		4,716.53
	Total Expenditure - Fund # 660	4,716.53	
	Total	34,741.78	34,741.78

From the Desk of:  
Christophe E. Jenkins  
Village Administrator

**Village Administrator's Report – 11/17/2022**

Village Board of Trustees,

First off, a huge THANK YOU to Clerk-Treasurer Depies and her poll worker team on a successful general election. We had 1,117 voters – roughly 80% turnout on this high-profile election. We had a constant stream of people, over 80 registrations, and were able to move people efficiently and safely in and out of Village Hall with no issue.

I continued to connect with Jim Larkin and Trustee Gehrke on offers and development proposals for projects within TID #3 and look forward to sharing these with you at the Board meeting. A lot of strong offers that will help see this TID turn around very quickly – which is exciting to see. I also attended my first County-led Economic Development meeting and was able to connect with municipal leaders from throughout Ozaukee County.

I drafted and sent out an RFP for engineering services which should come back for your review in December. We also completed the hiring process for our DPW Superintendent of which I look forward to presenting to you for your confirmation as well. And finally, I continued to meet with you all on various budget items, questions, and feedback that you had before adoption Thursday – thank you for all that.

Look forward to a productive meeting – any questions, as always, reach out.

**Christophe E. Jenkins**  
**Village Administrator**

A handwritten signature in black ink, appearing to read 'C. Jenkins', with a stylized flourish at the end.

**FREDONIA VILLAGE MARSHAL**  
**REPORT TO VILLAGE BOARD**  
**Nov 10, 2022**

SIGNIFICANT EVENTS: Speed signs are in. Due to the upcoming winter and the potential negative effects on the signs, I'm recommending we do not erect them until spring. I'll coordinate with Brandon on the locations (S Milw and Fredonia Ave).

UPCOMING EVENTS:

**AS OF: October 25, 2022**

HOURS:	2415.25	2021 TOTAL:	3032.5
AVERAGE PER WEEK:	60.38	2021 AVERAGE:	63
COMPLAINTS 2022:	640	COMPLAINTS 2021:	828
ARRESTS 2022:	96	ARRESTS 2020:	108

EQUIPMENT ISSUES: None

MISCELLANEOUS: I'm requesting Board approval to set aside \$7000.00 from my 2022 budget for a future squad car purchase. I'd anticipate that purchase be for a 2025 or a 2026 squad. That means the commitment to purchase happens in Aug/Sept 2024, if a 2025 squad, or Aug/Sept 2025 if a 2026 squad. The total cost of the last squad was roughly \$45,000.00

Final 2015 revenue:	\$1,777.71
Final 2016 revenue:	\$5559.55
Final 2017 revenue:	\$3762.85
Final 2018 revenue:	\$1190.04
Final 2019 revenue:	\$4900.00
Final 2020 revenue:	\$1094.00
Final 2021 revenue:	\$6500.00
2022 revenue:	\$640.00
The 7 average is:	\$3540.59

**From:** [Brandon Heinen](#)  
**To:** [Village of Fredonia - Melissa Depies](#)  
**Subject:** Board report  
**Date:** Monday, November 14, 2022 4:19:41 PM

---

**CAUTION: This email originated from outside of the organization. Do not click links, open attachments, or reply unless you recognize the sender and know the content is safe.**

November 17, 2022

## **Public Works**

Public works is staying on top of everyday/week projects. Leaf collection is still going on with a large abundance of leaves still getting put out to the curb through the village. Park bathrooms are locked up with water shut off for the year. We are going around and cleaning/doing final winterizing as we find time.

## **Wastewater treatment Plant/ Water department**

Sample results at the WWTP are still looking good. We are well within our permit limits. Roger Strohm is still overseeing all sample results and finalizing the DMR. We are continuing with daily/weekly maintenance. The drop in temperature has not affected how well our bugs settle in our clarifiers yet. But, we are expecting them to start settling slower as they normally do with colder temperatures. Well house #1 had a processor fail from our last storm we had. The processor's job is to communicate with the master at the WWTP. Without that processor and without communication our scade system will show no pump information or will not call out for any alarms. The new processor is ordered and will be getting installed this week.

## **REPORT FROM CLERK-TREASURER NOVEMBER 17, 2022**

### Summary of activities completed:

- Board & Committee agendas and minutes
- All day to day operations of the Village
- Assisted with interviews for DPW Superintendent
- Election Day – November 8
  - 1,117 Total Voters
  - 88 Election Day Registrations
  - 148 Absentee ballots returned
- Election duties still pending: enter all election day registrations into WisVote and record voter activity into WisVote. Attended a post-election meeting at the County.
- Published Type A Notice for Spring Election.
- Attended Community Rivers Program Steering meeting at Riveredge Nature Center.
- Receipting of water bill payments
- Making progress but still have a lot to learn 😊

### Upcoming events:

Customers with unpaid water and sewer balances to be added to tax roll

Budget public hearing – November 17<sup>th</sup> and then send levy info to County

Preliminary Audit Field Work – November 28 and 29 with Baker Tilly

Audit – week of February 13<sup>th</sup>, 2023

Incumbents: Notice of Non-Candidacy due by 5:00 p.m. on December 23. Nomination papers may be circulated starting December 1 and turned in no later than 5:00 p.m. on January 3, 2022 at 5:00 p.m.

**VILLAGE OF FREDONIA  
PLAN COMMISSION MEETING MINUTES  
NOVEMBER 7, 2022**

Chairman Dohrwardt called the Plan Commission meeting to order at 7:00 p.m.

Board members present: Don Dohrwardt, Jerry Jacque, Dan Wellskopf, John Long, Gerry Weiland, and Gene Mayer.

Board members absent: Troy Bretl

Staff/Officials present: Village Clerk Melissa Depies.

Others present: William Stuart–Meissner, Tierney, Fischer & Nichols, Phil Lundman-Lundman Development Corporation, Scott Tarmann–Ramboll, Brian Feucht, Jim Lundberg-Point of Beginning.

**Approve minutes**

Motion by Gerry Weiland, seconded by Gene Mayer, to approve the June 6, 2022, Plan Commission meeting minutes as presented. Motion carried.

**Review and approval of Dollar General**

Jim Lundberg-Point of Beginning stated that the Dollar General will be a 9,100 sq. ft. building with a corner entry. Dollar General has a minimum parking requirement of 30 parking stalls and deliveries will be on the northwest corner of the building.

Trustee Long questioned where the dumpsters would be located. He stated that there is a big drop off where they are shown on the plan. Mr. Lundberg stated that that the area will be filled. They are proposing to catch roof runoff into a storm pipe and discharge the water toward the highway ditch.

Jerry Jacque questioned if the driveway would remain open during construction. Mr. Lundberg stated there will be full access at all times. For the shared driveway there will be a shared access agreement that will need to be drafted and signed.

Jerry Jacque requested that a privacy fence be added to the west side of the property to add privacy for the neighboring home.

Dan Wellskopf questioned if there would be a retaining wall in the area where fill is being added for the dumpster. Mr. Lundberg stated that no retaining walls are anticipated; the area will be a 3 to 1 slope which can be maintained. There is a second area that will have a 2 to 1 slope and that area will have rip rap on the slope.

Chairman Dohrwardt suggested that the storm culvert on the north end of the property be raised so that it is level which would make the area easier to mow/maintain and would also reduce the amount of debris collected in the ditch.



Mr. Lundberg stated that a variance will be needed to allow only 30 parking stalls; currently Village code would require 1 parking space per 250 square feet of building area which would calculate to 36.4 parking stalls.

It was noted that JT Engineering did a review of the submitted plans. Comments and recommendations from JT Engineering were given to Mr. Lundberg.

Motion by Gerry Weiland, seconded by Jerry Jacque, to approve the Dollar General Plans contingent on completion of the punch list items from JT Engineering. Motion carried.

Motion by Trustee Long, seconded by Dan Wellskopf, to recommend the Board of Appeals approve a variance to reduce parking requirements from 36.4 parking stalls to 30 parking stalls. Motion carried.

**Review and approval of proposed lot division – Lot 6, in block 5 of Assessor's Plat – Fredonia / 415-421 Fredonia Avenue**

Brian Feucht explained that currently there are two buildings on the property, a house and a salon. The water and sewer currently go to the house and then to the salon all on one meter. Mr. Feucht is requesting to split the property into two separate lots and have each building have its own water and sewer service. Mr. Feucht is recommending to keep the existing curb box and split the service just inside the curb so that no road cuts will be necessary. Driveway access agreements will be needed.

It was noted that the house is currently zoned B1 and cannot be used solely for living quarters; however someone can live there as long as there is business activity as well.

Motion by Trustee Long, seconded by Jerry Jacque, to approve the lot division as proposed with water and sewer service being split and a water meter being placed at each property. Motion carried.

**Review and approval of proposed of request to merge Lots as proposed by Lundman Development Corporation (LDC)**

Lundman Development Corporation (LDC) currently owns 421-435 Wheeler Avenue as well as the 4 vacant lots east of the property and one small strip of land to the south.

Mr. Lundman is requesting to combine the 5 vacant parcels with 421-435 Wheeler Avenue and have all property zoned M1. He noted he is planning ahead for possible future expansion for Peterson Products Co. while maintaining some green space.

Trustee Long stated that public hearing will be needed due to the zoning change. The public hearing will be before the Plan Commission on December 5, 2022.

Motion by Dan Wellskopf, seconded by Gene Mayer, to schedule a public hearing before the Plan Commission on December 5, 2022 for the lot merger and zoning change request. Motion carried.

**Discussion and review of Conditional use Request by Ken Watry – Vacant parcel fronting on Fredonia Avenue**

It was noted that Ken Watry was not in attendance at the meeting.

Gerry Weiland stated that he did not believe this conditional use would be a good use of vacant land on Fredonia Avenue.

Trustee Long referred the State of Wisconsin Department of Transportation Retail dealer license code stating that individuals may sell up to five of their own vehicles each year without a dealer license. However, the vehicles must be titled and registered to the individual and had been operated for personal use.

The property is currently zoned B2 business.

Motion by Jerry Jacque, seconded by Dan Wellskopf, to approve a conditional use permit to Ken Watry for selling of used vehicles on vacant parcel fronting on Fredonia Avenue. Motion failed. 1-5 Jerry Jacque – aye / Don Dohrwardt, Dan Wellskopf, John Long, Gerry Weiland, and Gene Mayer – nay.

**Items for future consideration**

There is a licensed van without wheels on South Milwaukee Street that has been on blocks for a very long time. It was requested that a letter be sent requesting that the van be repaired and removed.

**Adjournment**

Motion by Gene Mayer, seconded by Gerry Weiland, to adjourn the meeting at 8:09 p.m. Motion carried.



**5-Year Capital Projects List**

<u>Project Description</u>	<u>Department</u>	<u>Cost</u>	<u>Funds Allocated</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Lawnmower Attachments	Parks	\$ 12,000.00	Capital Fund	\$ 12,000.00				
Meadowbrook/Wheeler Culvert	PW	\$ 75,000.00	Capital Fund	\$ 75,000.00				
Frame Repair on 1997 GMC Lift Truck	PW	\$ 20,000.00	Capital Fund	\$ 20,000.00				
Sewer Vac	Sewer	\$ 10,000.00	Sewer	\$ 10,000.00				
Meters	Water	\$ 15,000.00	Water	\$ 15,000.00				
Overflow at VH	Water	\$ 23,000.00	Water	\$ 23,000.00				
Well & Booster Pump Upgrade at Well 1	Water	\$ 55,000.00	Water	\$ 55,000.00				
Upgrade Ferric System	Sewer	\$ 35,000.00	Capital Fund	\$ 35,000.00				
Splash Pad	Parks	\$ 200,000.00	ARPA	\$ 100,000.00				
Wash Ave - Street	PW	\$ 63,000.00	Capital Fund		\$ 63,000.00			
Wash Ave - Water	PW	\$ 60,000.00	Water		\$ 60,000.00			
Wash Ave - Sewer	PW	\$ 45,000.00	Sewer		\$ 45,000.00			
Pickup Truck	PW	\$ 30,000.00	Capital Fund		\$ 30,000.00			
Amphibious Vehicle	Fire/Police	\$ 45,000.00	ARPA		\$ 45,000.00			
Freedom Park Sign	Parks	\$ 10,000.00	Capital Fund		\$ 10,000.00			
Highland Dr Sidewalk	PW	\$ 10,500.00	Capital Fund			\$ 10,500.00		
Pickup with Dump Body	PW	\$ 80,000.00	Capital Fund			\$ 80,000.00		
Freedom Park Bathroom	Parks	\$ 40,000.00	Capital Fund			\$ 40,000.00		
Fire Command Vehicle 656	Fire	\$ 55,000.00	Capital Fund			\$ 55,000.00		
Marshall's Office Roof	PD	\$ 50,000.00	Capital Fund			\$ 50,000.00		
Skidsteer	PW	\$ 30,000.00	Capital Fund				\$ 30,000.00	
Mini-excavator	PW	\$ 30,000.00	Capital Fund				\$ 30,000.00	
Swap Loader	PW	\$ 30,000.00	Capital Fund				\$ 30,000.00	
Fireman's Park Bridge	Parks	\$ 30,000.00	Capital Fund				\$ 30,000.00	
Plow Truck	PW		Capital Fund				\$ 125,000.00	\$ 125,000.00
Fillmore - Street	PW	\$ 50,000.00	Capital Fund					\$ 50,000.00
Fillmore - Water	Water	\$ 25,000.00	Water					\$ 25,000.00
Fillmore - Sewer	Sewer	\$ 22,500.00	Sewer					\$ 22,500.00
Fillmore - Sidewalk S	PW	\$ 16,000.00	Capital Fund					\$ 16,000.00
East Wing Addition on FGC for Storage	PW	\$ 250,000.00	Capital Fund					\$ 250,000.00
				\$ 345,000.00	\$ 253,000.00	\$ 235,500.00	\$ 245,000.00	\$ 488,500.00

**RESOLUTION NO. 2022-J**

**A RESOLUTION ADOPTING  
VILLAGE OF FREDONIA 2023 LEVY**

**WHEREAS**, Wisconsin Statutes 61.46 provides in part that “the Village Board shall, on or before December 15 in each year, by resolution to be entered of record, determine the amount of corporation taxes to be levied and assessed on the taxable property in the Village, and

**WHEREAS**, by law, the Village is required to adopt a budget for each calendar year prior to the start of said year, and

**WHEREAS**, the Village Board as reviewed and revised the budgets submitted to them and recommended approval of the revised budgets to the Fredonia Village Board, and

**WHEREAS**, a public hearing on the proposed Village budgets for 2023 was held on November 17, 2022 and notice of said public hearing, along with a summary of the proposed budget, has been printed in the Ozaukee Press and posted in three places,

**NOW, THEREFORE, BE IT RESOLVED THAT** the Village Board of the Village of Fredonia, Ozaukee County, Wisconsin, has determined that an amount of \$1,109,802, is the appropriate amount of taxes to be levied and assessed on the taxable property located in the Village for the 2022 taxes (2023 budget year).

**PASSED AND ADOPTED** by the Fredonia Village Board this \_\_\_\_\_ day of November, 2022.

VILLAGE OF FREDONIA

\_\_\_\_\_  
Donald Dohrwardt  
Village President

ATTEST:

\_\_\_\_\_  
Melissa Depies, Village Clerk

**From:** [Michael Herbrand](#)  
**To:** [Village of Fredonia - Christophe Jenkins](#); [Village of Fredonia - Melissa Depies](#)  
**Cc:** [Robert Feind](#); [Johnathan Woodward](#)  
**Subject:** EMS Funding Agreement  
**Date:** Monday, November 7, 2022 6:26:22 PM  
**Attachments:** [EMS Subrecipient Agreement FREDONIA FINAL 11-7-22.doc](#)

---

**CAUTION: This email originated from outside of the organization. Do not click links, open attachments, or reply unless you recognize the sender and know the content is safe.**

Christophe and Melissa,

Pursuant to my discussion with Melissa earlier today, I have been working with my clients (Grafton and Cedarburg) as well as the attorneys for Port Washington and Saukville, to negotiate the final terms of the EMS Funding Agreement with Ozaukee County. A copy of that final agreement is attached. As discussed with Melissa, I defer to you on compliance with all procurement procedures and other compliance requirements set forth in the agreement. If you have questions or concerns in that regard, please feel free to call or reply, or I recommend that you reach out to the other municipalities within Ozaukee County who are participating in the program, and work with them to develop the proper compliance procedures.

I have taken the liberty of inserting the Village into this agreement, and I show Christophe as the Village contact therein. If acceptable, you can circulate for signatures (Don and Melissa) and send it to Jason at the County for final execution. You will also have to add the appropriate exhibits, showing the funding the positions that the County will fund.

Thanks for your patience and good luck with the hiring process.  
Mike

*Michael P. Herbrand*



**HOUSEMAN & FEIND<sup>LLP</sup>**  
ATTORNEYS AT LAW

**1650 NINTH AVENUE**  
**GRAFTON, WISCONSIN 53024-0104**  
Telephone (262) 377-0600  
Facsimile (262) 377-6080  
[mike.herbrand@housemanlaw.com](mailto:mike.herbrand@housemanlaw.com)

This e-mail is confidential, intended only for the recipient(s) named above. It may contain information that is privileged, attorney's work product, or exempt from disclosure under applicable law. If you have received this message in error, please notify the sender immediately, at the above email address or by telephone at (262) 377-0600. Please delete this e-mail from your computer. Thank you.

CAUTION: Electronic mail sent through the Internet is not secure and could be intercepted by a third party. Please take this into account if you wish to send us confidential, sensitive information. Furthermore, our e-mail accounts are not monitored constantly. You should not send time-sensitive messages without first speaking to someone at our office, to be sure that your matter can be handled promptly.

# **SUBRECIPIENT AGREEMENT**

## **AGREEMENT BETWEEN OZAUKEE COUNTY AND VILLAGE OF FREDONIA**

THIS SUBRECIPIENT AGREEMENT, entered as of the date of the last party to sign and date below, by and between OZAUKEE COUNTY (herein called the “COUNTY”) and THE VILLAGE OF FREDONIA, a Wisconsin Municipal Corporation (herein called the “SUBRECIPIENT”).

WHEREAS, the United States Government, through the Public Law No: 117-2 (3/11/2021) American Rescue Plan Act of 2021 (hereinafter “ARPA”) providing additional relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, non-profits, individuals, and businesses; and

WHEREAS, on May 10, 2021, the United States Department of the Treasury (hereinafter “US TREASURY”) published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (hereinafter “SLFRF”) to be disseminated to local governments in accordance with the ARPA; and

WHEREAS, under section 602(c)(3) of the ARPA, the COUNTY may transfer funds to other levels or units of government to assist COUNTY in carrying out COUNTY programs for the purpose of meeting ARPA’s goals; and

WHEREAS, the COUNTY on April 6, 2022 with RESOLUTION NO. 21-72 established the Ozaukee County Emergency Medical Services Grants Program from American Rescue Plan Act Funds (hereinafter “Program”): and

WHEREAS, the Program provides that \$5,000,000 of the American Rescue Plan Act 2021 funds be allocated to assist participating local municipalities to recruit and retain up to eighteen Fire Paramedic positions countywide;

WHEREAS, the SUBRECIPIENT is a municipality operating a fire and emergency medical services department within the geographical boundaries of COUNTY; and

WHEREAS, the COUNTY wishes to engage the SUBRECIPIENT to assist the COUNTY in so utilizing ARPA funds to improve emergency medical services by entering into this SUBRECIPIENT Agreement (Agreement).

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, it is agreed between the parties hereto that:

### **I. SCOPE OF SERVICE**

#### **A. Activities**

The SUBRECIPIENT will be responsible for administering the Program in a manner satisfactory to the COUNTY and consistent with any standards required as a condition of providing these funds,

including, but not limited to, all such eligible activities, terms and conditions of Ozaukee County Board RESOLUTION NO. 21-72, a copy of which the SUBRECIPIENT acknowledges receiving and reviewing and which is incorporated herein by reference as Attachment A.

**B. Staffing**

The SUBRECIPIENT shall supply or provide for all the necessary personnel, equipment and materials to accomplish the tasks required to recruit and retain Fire Paramedic positions funded by the Program.

**C. Performance Monitoring**

The COUNTY will monitor the performance of the SUBRECIPIENT against goals and performance standards. Performance that is inconsistent with the standards for providing grant funds, as determined by the COUNTY in its sole discretion, will constitute noncompliance with this Agreement. If action to correct such performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the COUNTY, suspension or termination procedures under Subsection VI. G. of this Agreement will be initiated.

Additional information on what the COUNTY may monitor is included in Attachment B, Performance Monitoring, which is incorporated herein by reference.

**II. TIME OF PERFORMANCE**

The Program provides that performance may begin effective April 6, 2022. Accordingly, services of SUBRECIPIENT shall start on April 6, 2022, and end on December 31, 2025, which shall be the term of this Agreement. The award Grant shall only be used to pay for eligible expenses incurred during the performance period. The Agreement, associated funding, and the provisions herein shall not be extended to cover any additional time period. A schedule of performance is shown on Attachment C, Performance Schedule, which is incorporated herein by reference.

**III. BUDGET**

The budget is attached as Attachment D, Budget, which is incorporated herein by reference. In addition, the COUNTY may require a more detailed budget breakdown than the one contained herein, and the SUBRECIPIENT shall provide such supplementary budget information in a timely fashion in the form and content reasonably prescribed by the COUNTY. Any amendments to the budget shall be approved in writing by both the COUNTY and the SUBRECIPIENT.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the COUNTY under this Agreement shall not exceed the amount shown on the Budget at Attachment D, or future budget amendments. Reimbursement of eligible expenses shall be made against the line item budgets specified in Section III. herein, or otherwise in accordance with the Budget if no such specified line item budgets are identified, and in accordance with performance monitoring, as well as the timing and terms pursuant to Section II., and as shown on Attachment C, Performance Schedule.

Reimbursement payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with the standards specified in 2 CFR 200.

In order to ensure compliance with the existing ARPA guidelines set forth by the US TREASURY – while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US TREASURY during the term of this Agreement – the SUBRECIPIENT, when requesting reimbursement for eligible ARPA expenditures, shall provide to the COUNTY a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide quarterly payroll rosters and any backup documentation to support such expenditures. Reimbursement requests may be submitted by SUBRECIPIENT monthly. Reimbursement requests must include a statement, signed by the SUBRECIPIENT, indicating that all expenditures therein comport with the guidelines of the ARPA as set forth by the US TREASURY, as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Upon receipt of the SUBRECIPIENT's complete reimbursement request, the COUNTY shall disseminate funds for all eligible Program expenditures therein within thirty (30) days of receipt of said reimbursement request. The dissemination of funds shall only occur after the COUNTY reviews the SUBRECIPIENT's reimbursement request to ensure that all expenditures detailed therein qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of ARPA funds as specified by the US TREASURY. All payments from the COUNTY to the SUBRECIPIENT are contingent on the availability of ARPA funds to the COUNTY, and further subject to all applicable federal, state, and local laws regarding the governance of ARPA funds.

The COUNTY may request additional information from the SUBRECIPIENT, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US TREASURY during the term of this Agreement.

No reimbursement requests may be submitted to the COUNTY after December 31, 2025.

## **V. NOTICES**

Except as otherwise provided herein (e.g. for SUBRECIPIENT notices of termination), notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.



Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

COUNTY

Jason Dzwinel  
Title: County Administrator  
Ozaukee County  
Address: 121 W. Main Street  
Port Washington, WI 53074  
262.284.9411  
Email: jdzwinel@co.ozaukee.wi.us

SUBRECIPIENT

Name: Christophe Jenkins  
Title: Village Administrator  
Municipality: Fredonia  
Address: 242 Fredonia Avenue  
Fredonia, WI 53021  
262-692-9125  
Email: cjenkins@village.fredonia.wi.us

**VI. GENERAL CONDITIONS**

A. General Compliance

The SUBRECIPIENT agrees to comply with all applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA income tax withholdings, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

C. Hold Harmless and Indemnification

SUBRECIPIENT shall indemnify, defend, and hold harmless COUNTY, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by SUBRECIPIENT and/or its agents, employees or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the willful misconduct of personnel employed by the COUNTY. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the COUNTY. SUBRECIPIENT shall reimburse the COUNTY for all costs, reasonable attorneys' fees, expenses and liabilities incurred with respect to any litigation in which SUBRECIPIENT is obligated to indemnify, defend and hold harmless the COUNTY under this Agreement and for any reasonable attorney fees incurred by COUNTY to enforce this provision.

D. Workers' Compensation

The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Amendments

The COUNTY and SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Ozaukee County Public Safety Committee when necessary. Such amendments shall not invalidate this Agreement, nor relieve or release the COUNTY or SUBRECIPIENT from its obligations under this Agreement.

The COUNTY may, in its discretion, amend this Agreement, without SUBRECIPIENT's signature, to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the Scope of Service, or schedule of the activities to be undertaken as part of this Agreement, such modifications shall be incorporated only by written amendment signed by both COUNTY and SUBRECIPIENT.

F. Suspension or Termination

In accordance with 2 CFR 200.339, the COUNTY may suspend or terminate this Agreement if the SUBRECIPIENT materially fails to comply with any terms of this Agreement including, but not limited to, the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and US TREASURY guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the SUBRECIPIENT to the COUNTY reports that are incorrect or incomplete in any material respect and that SUBRECIPIENT fails to correct within seven days after receipt of written notice of such incorrect or incomplete report.

In accordance with 2 CFR 200 Appendix II (b), this Agreement may also be terminated for convenience by either the COUNTY or the SUBRECIPIENT, in whole or in part, by providing a notice setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the COUNTY determines that the remaining portion of the award Grant will not accomplish the purpose for which the award Grant was made, the COUNTY may terminate the award Grant in its entirety.

In the event of termination by the SUBRECIPIENT, prior notice shall be required. Specifically, the SUBRECIPIENT may terminate this Agreement as described above in this subsection only upon delivering advance written notice to the COUNTY by Certified Mail, Return Receipt Requested, not less than six (6) months prior to the effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of SUBRECIPIENT's termination.

## **VII. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

#### **1. Accounting Standards**

The SUBRECIPIENT agrees to comply with 2 CFR §200.302 – Financial Management and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### **2. Cost Principles**

The SUBRECIPIENT shall administer its program in conformance with 2 CFR 200 Subpart E – Cost Principles. These principles shall be applied for all costs incurred.

### **B. Documentation and Record Keeping**

#### **1. Records to be Maintained**

The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 2 CFR 200.334 (Retention Requirements for Records) that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records of equipment acquired;
- c. Financial records as required by 2 CFR 200.302 and other relevant provisions of 2 CFR 200.

#### **2. Retention**

The SUBRECIPIENT shall retain all financial records supporting documents, statistical records, and all other records pertinent to this Agreement for a period of five (5) years. The retention period begins on the date of the submission of the COUNTY's annual performance and evaluation report to US TREASURY in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

#### **3. Audits and Inspections**

All SUBRECIPIENT records relevant to this Agreement shall be made available to all agencies with the authority to conduct audits, including, but not limited to, the COUNTY, US TREASURY, the Comptroller General of the United States and any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data, for as long as the

records are retained. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted at its own expense in accordance with current 2 CFR 200 Subpart F – Audit Requirements, if applicable. If it is determined during the course of the audit that the SUBRECIPIENT was reimbursed for unallowable costs under this Agreement or any amendment, the SUBRECIPIENT agrees to promptly reimburse the COUNTY for such payments upon request.

C. Close-outs

The SUBRECIPIENT's obligation to the COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over ARPA funds, including program income.

D. Procurement

1. Compliance

SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR §§ 200.317 to 200.327 – Procurement Standards and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. Travel

The SUBRECIPIENT shall obtain written approval from the COUNTY for any travel outside Ozaukee County to be funded with funds provided under this Agreement and must be consistent with the requirements of 2 CFR §200.475 – Travel Costs.

**VIII. PERSONNEL & PARTICIPANT CONDITIONS**

A. Federal Compliance Requirements for Use of State and Local Fiscal Recovery Funds

1. Compliance

SUBRECIPIENT agrees to comply with the requirements of section 602 of ARPA, regulations adopted by Treasury Department pursuant to section 602(f) of ARPA, and guidance issued by Treasury Department regarding the foregoing. SUBRECIPIENT also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and SUBRECIPIENT shall provide for such

compliance by other parties in any agreements it enters into with such parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- (a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury Department may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- (b) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- (c) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- (d) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury Department's implementing regulation at 31 C.F.R. Part 19.
- (e) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- (f) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- (g) New Restrictions on Lobbying, 31 C.F.R. Part 21.
- (h) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- (i) Generally applicable federal environmental laws and regulations, unless otherwise specified in ARPA or Treasury Department guidance.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- (b) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- (e) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

2. Protection for Whistleblowers:

In accordance with 41 U.S.C. § 4712, SUBRECIPIENT may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

The list of persons and entities referenced in the paragraph above includes the following:

- (a) A member of Congress or a representative of a committee of Congress;

- (b) An Inspector General;
- (c) The Government Accountability Office;
- (d) A Treasury employee responsible for contract or grant oversight or management;
- (e) An authorized official of the Department of Justice or other law enforcement agency;
- (f) A court or grand jury; or
- (g) A management official or other employee of COUNTY who has the responsibility to investigate, discover, or address misconduct.

3. Increasing Seat Belt Use in the United States:

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), SUBRECIPIENT is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

4. Reducing Text Messaging While Driving:

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), SUBRECIPIENT is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

5. Assurances of Compliance with Civil Rights Requirements:

As a condition of receipt of federal financial assistance under this Agreement, SUBRECIPIENT provides the following assurances with respect to activities financed in whole or in part by this federal assistance:

- (a) SUBRECIPIENT will ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- (b) SUBRECIPIENT acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to

improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the SUBRECIPIENT's programs, services, and activities.

- (c) SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
- (d) SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and its successors, transferees, and assignees for the period in which such assistance is provided. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the SUBRECIPIENT for the period during which it retains ownership or possession of the property.
- (e) Any subrecipient, subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discrimination against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this agreement.



- (f) SUBRECIPIENT shall cooperate with COUNTY in any enforcement or compliance review activities by the Department of Administration or the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.
- (g) SUBRECIPIENT shall assist COUNTY in maintaining a complaint log and informing the Department of Administration and the Department of Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT shall also assist COUNTY in informing the Department and the Department of the Treasury if COUNTY or SUBRECIPIENT have received no complaints under Title VI.
- (h) SUBRECIPIENT shall assist COUNTY in providing documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

B. Employment Restrictions

1. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for any of the following: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

C. Conduct

1. Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

2. Subcontracts

a. Approvals

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the COUNTY prior to the execution of such agreement.

b. Monitoring

The SUBRECIPIENT shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.

3. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 2 CFR §200.112, which includes (but is not limited to) the following:

- a. The SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

- b. No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to ARPA-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ARPA-assisted activity, or with respect to the proceeds from the ARPA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the COUNTY, the SUBRECIPIENT, or any designated public agency.

5. Lobbying

The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It shall require that the language of paragraph d. be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the COUNTY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement shall not be utilized for inherently religious activities prohibited by 24 CFR §570.200(j), such as worship, religious instruction, or proselytization.

**IX. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**X. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XI. WAIVER**

The COUNTY's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the COUNTY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XII. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the COUNTY and the SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the SUBRECIPIENT with respect to this Agreement.

**XIII. CHOICE OF LAW AND VENUE**

In the event of a dispute, this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin and federal law and regulations, to the extent applicable. The venue for any dispute shall be Ozaukee County, Wisconsin.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

GRANTEE: OZAUKEE COUNTY

SUBRECIPIENT:

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: Chief Elected Official or Executive Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Title: County Clerk or \_\_\_\_\_  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Title: Village Clerk  
Date: \_\_\_\_\_

REVIEWED AS TO FISCAL PROVISIONS:

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: Finance Officer or \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: Corporation Counsel or \_\_\_\_\_  
Date: \_\_\_\_\_

## ATTACHMENT A

### RESOLUTION NO. 21-72

#### ESTABLISHING THE OZAUKEE COUNTY EMERGENCY MEDICAL SERVICES GRANTS PROGRAM FROM AMERICAN RESCUE PLAN ACT FUNDS

WHEREAS, the provision of fire and emergency medical services in Ozaukee County is a base level expectation of all citizens and taxpayers; and

WHEREAS, historically nine municipal fire and emergency medical services departments have steadfastly provided protection to the public when fire or medical events impact their lives, relying primarily on a paid-on-call or volunteer staffing model; and

WHEREAS, requests for emergency medical services constitute eighty percent of calls for service from the municipal fire and emergency medical services departments countywide; and

WHEREAS, requests for emergency medical services by senior age populations in Ozaukee County encompass more than other age groups and demographic projections anticipate nearly 34% growth in the senior populations from 2020-2040; and

WHEREAS, increasing demand for emergency medical services and the unsustainability in the paid-on-call or volunteer staffing model result in one Ozaukee County community with a response time under the State of Wisconsin average response time of eight minutes and six seconds and some with times in excess of fourteen minutes; and

WHEREAS, a recent analysis of the provision of fire and emergency medical services in Ozaukee County by the Wisconsin Policy Forum revealed,

1. The primary weakness that must be immediately addressed in Ozaukee County pertains to EMS response, as opposed to fire response.
2. If policymakers wish to consider options to move toward full-time staffing models and achieve service levels approaching those of the North Shore Fire Department, then they would be served best from both a financial and programmatic perspective by doing so collaboratively as opposed to individually.

NOW, THEREFORE, BE IT RESOLVED, that the Ozaukee County Board of Supervisors authorizes the designation of \$5,000,000 of the American Rescue Plan Act 2021 funds be allocated to Ozaukee County to assist participating local municipalities to recruit and retain up to eighteen Fire Paramedic positions countywide establishing the Ozaukee County EMS Grants Program; and

FURTHER RESOLVED, that the Ozaukee County EMS Grants Program is established with the following grant terms:

1. Municipalities operating a fire and emergency medical services department may apply for a three-year grant of \$200,000 per year to recruit and retain Fire Paramedic positions in their municipality; and
2. Municipalities applying for the Ozaukee County EMS Grants Program that submit applications with an agreement to consolidate services with another municipality are eligible for \$100,000 per year per each consolidating municipality; and
3. If three or more municipalities applying for the Ozaukee County EMS Grants Program

consolidate services with three or more municipalities capital awards can be applied for up to \$100,000 per municipality; and

4. Municipalities must provide a budget narrative demonstrating how the Fire Paramedic positions recruited will improve the response times for the municipal EMS services; and
5. Municipalities must provide information on the current personnel and operating budget expenses and revenues, current budget restraints, current fire and EMS community responding statistics, call volumes; and
6. Municipalities must identify matching funds contributed by the municipality or municipalities that will be used to recruit and retain Fire Paramedic positions under the Ozaukee County EMS Grants Program; and
7. Municipalities must provide a sustainability plan including;
  - a. Analysis of all associated fees, assessments, taxes, etc. and the best possible formula for cost recovery; and
  - b. Identify revenue sources for consideration, municipal levy limit impact and alternative revenue sources, and any requested ongoing county property tax levy support; and
  - c. Develop a projected integrated budget for applications consolidating one or more consolidating municipality; and
8. All participating municipal government(s) must approve a sustainability plan before May 1, 2023 to continue funding under the Ozaukee County EMS Grants Program to remain eligible for ongoing funding under the program; and

FURTHER RESOLVED, that the Ozaukee County Board of Supervisors authorizes the County Administrator and County Sheriff to develop a grant application process for the Ozaukee County EMS Grants Program with a goal of recruiting and retaining up to eighteen Fire Paramedic positions countywide with the oversight of the Ozaukee County Public Safety Committee to review the submitted grant applications and approve requests satisfying grant terms; and

FURTHER RESOLVED, that all grants approved and funding amounts awarded under the Ozaukee County EMS Grants Program will be reported to the Ozaukee County Board of Supervisors when approved by the Ozaukee County Public Safety Committee; and

FURTHER RESOLVED, that the Ozaukee County Board of Supervisors authorizes the County Administrator and County Sheriff to enter into Memorandums of Understanding with participating local municipalities awarding funds under the Ozaukee County EMS Grants Program with the oversight of the Ozaukee County Public Safety Committee.

FURTHER RESOLVED, that all participating municipal government(s) in the Ozaukee County EMS Grants Program must report, by March 1, 2024, the impact of the funding on:

1. EMS staffing levels per day from December 1, 2021 until December 31, 2023; and
2. EMS community responding statistics and call volumes from December 1, 2021 until December 31, 2023; and
3. Operating budget expenses and revenues from January 1, 2022 until December 31, 2023; and

4. All efforts and funding allocated to the sustainability plan as approved by the participating municipal government.

Dated at Port Washington, Wisconsin, this 6th day of April 2022.

*SUMMARY: Establishing the Ozaukee County Emergency Medical Services Grants Program from American Rescue Plan Act Funds.*

*VOTE REQUIRED: Two Thirds Members Elect*

EXECUTIVE COMMITTEE

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	R. Nelson, Supervisor District 6
<b>SECONDER:</b>	K. Geracie, Supervisor District 15
<b>AYES:</b>	Schlenvagt, Melotik, Geracie, Nelson, Jobs, Grabow



## **ATTACHMENT B**

### **PERFORMANCE MONITORING**

The following is a partial listing of the areas that the COUNTY may monitor to ensure SUBRECIPIENT compliance with the SUBRECIPIENT Agreement and all referenced and/or applicable laws and regulations. The items listed below represent some, but not all, of the items that the County may examine:

- Record Keeping Systems (24 C.F.R. §570.506)
  - Overall filing system – Can the required records be quickly and easily found
  - Contractor bonding and insurance
  - National Objective - Do files have the necessary back up documentation to verify beneficiary eligibility for the National Objective the activity is meeting
- Financial Management Systems
  - Did SUBRECIPIENT expend \$750,000 or more in Federal funds (from all sources) during the SUBRECIPIENT's last fiscal year?
    - If yes, was an Independent Audit prepared?
    - If yes, the County will need a copy for its records.
    - If no, the County will need to know why one was not prepared.
- Procurement & Bonding
  - Procurement Procedures
  - Conflict of Interest
- Non-Discrimination and Actions to Further Fair Housing

**ATTACHMENT C  
PERFORMANCE SCHEDULE**

**Submit the following documentation required for the COUNTY:**

<b>Due Date</b>	<b>Activity</b>
<b>Prior to Start of Program</b>	<ul style="list-style-type: none"> <li>• Execute Grant Agreement.</li> <li>• Establish record keeping system.</li> <li>• Establish financial management system.</li> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the twelve (12) months preceding the execution of Subrecipient Agreement.</li> </ul>
<b>Three Months After Program Commencement</b>	<ul style="list-style-type: none"> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement.</li> <li>• Identify EMS Personnel funded with Program funds</li> </ul>
<b>Six Months After Program Commencement</b>	<ul style="list-style-type: none"> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement.</li> <li>• Identify EMS Personnel funded with Program funds</li> </ul>
<b>Nine Months After Program Commencement</b>	<ul style="list-style-type: none"> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for three (3) months preceding the execution of Subrecipient Agreement.</li> <li>• Identify EMS Personnel funded with Program funds</li> </ul>
<b>May 1, 2023</b>	<ul style="list-style-type: none"> <li>• Submit to County Administrator's Office EMS Sustainability Plan as approved by governing body</li> <li>• Sustainability Plan shall identify the number of EMS personnel budgeted for Municipal EMS Services and any identified county funding that would be required to maintain services at the same level as of January 1, 2026.</li> </ul>
<b>Twelve Months After Program Commencement</b>	<ul style="list-style-type: none"> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement.</li> <li>• Identify EMS Personnel funded with Program funds</li> </ul>
<b>Fifteen Months After Program Commencement</b>	<ul style="list-style-type: none"> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement.</li> <li>• Identify EMS Personnel funded with Program funds</li> </ul>

<b>Eighteen Months After Program Commencement</b>	<ul style="list-style-type: none"> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement.</li> <li>• Identify EMS Personnel funded with Program funds</li> </ul>
<b>March 1, 2024</b>	<ul style="list-style-type: none"> <li>• Submit to County Administrator's Office EMS Reporting as Required by Resolution No. 21-72 including:               <ol style="list-style-type: none"> <li>1. EMS staffing levels per day from December 1, 2021 until December 31, 2023; and</li> <li>2. EMS community responding statistics and call volumes from December 1, 2021 until December 31, 2023; and</li> <li>3. Operating budget expenses and revenues from January 1, 2022 until December 31, 2023; and</li> <li>4. All efforts and funding allocated to the sustainability plan as approved by the participating municipal government.</li> </ol> </li> </ul>

<b>Twenty-One Months After Program Commencement</b>	<ul style="list-style-type: none"> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement.</li> <li>• Identify EMS Personnel funded with Program funds</li> </ul>
<b>Twenty-Four Months After Program Commencement</b>	<ul style="list-style-type: none"> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement.</li> <li>• Identify EMS Personnel funded with Program funds</li> </ul>
<b>Twenty-Seven Months After Program Commencement</b>	<ul style="list-style-type: none"> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement.</li> <li>• Identify EMS Personnel funded with Program funds</li> </ul>
<b>Thirty Months After Program Commencement</b>	<ul style="list-style-type: none"> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement.</li> <li>• Identify EMS Personnel funded with Program funds</li> </ul>
<b>Thirty-Three Months After Program Commencement</b>	<ul style="list-style-type: none"> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement.</li> <li>• Identify EMS Personnel funded with Program funds</li> </ul>
<b>Thirty-Six Months After Program Commencement</b>	<ul style="list-style-type: none"> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement.</li> <li>• Identify EMS Personnel funded with Program funds</li> </ul>
<b>Thirty-Nine Months After Program Commencement</b>	<ul style="list-style-type: none"> <li>• Provide payroll records to Ozaukee County Finance Department for all EMS and Fire Personnel for the three (3) months preceding the execution of Subrecipient Agreement.</li> <li>• Identify EMS Personnel funded with Program funds</li> </ul>
<b>January 31, 2025</b>	<ul style="list-style-type: none"> <li>• Program Close Out</li> </ul>

## ATTACHMENT D

### BUDGET

## PROJECT BUDGET & MATCHING FUNDS

CONTRACT # + +  
(enter only after award)

GRANTEE:

DATE:

ACTIVITY	EMS PROGRAM FUNDS	MATCH FUNDS <i>(if applicable)</i>	TOTAL COSTS (by Activity)
Expenditures	\$	\$	\$
Salaries	\$	\$	\$
Fringe Benefits	\$	\$	\$
Travel/Training	\$	\$	\$
Supplies	\$	\$	\$
Purchased Services	\$	\$	\$
Interdepartmental Charges	\$	\$	\$
Other Expenses	\$	\$	\$
Capital Expenses	\$	\$	\$
<b>Total:</b>	\$	\$	\$

**FIRE PROTECTION SERVICES AGREEMENT  
BETWEEN THE VILLAGE OF SAUKVILLE AND  
VILLAGE OF FREDONIA FIRE DEPARTMENT**

**AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Village of Saukville, a Wisconsin municipal corporation ("Village") and the Village of Fredonia Fire Department ("Fredonia FD").

**WHEREAS**, the Village has entered into an agreement with the Town of Saukville to provide fire protection and emergency medical services to the Town of Saukville; and

**WHEREAS**, the Village desires to enter into an subcontractor agreement with the Fredonia FD to provide fire protection services within certain areas of the Town of Saukville.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. The Fredonia FD shall furnish a minimum of one fully staffed Fire Engine to provide initial fire protection services within that area of the Town of Saukville identified as Still Area D on the map attached hereto. The Fredonia FD shall furnish one fully staffed Basic Life Support Ambulance (BLS) when available to provide basic life support services and transport services within that area of the Town of Saukville identified as Still Area D on the map attached hereto. Additionally, the Fredonia FD shall furnish, if required, a combination of fire/rescue and ambulance (BLS) vehicles with staffing for incidents that require both fire/rescue and EMS response within that area of the Town of Saukville identified as Still Area D on the map attached hereto.

2. In consideration of the fire protection services to be provided under this Agreement the Village shall pay the Fredonia FD the sum of Twenty-four Thousand Dollars (\$24,000.00) on or before February 1, 2023.

3. The Fredonia FD shall also respond to fire calls in any other area within the Town of Saukville when and if the fire department servicing such area deems it necessary to call for assistance in that area, but the Fredonia FD shall not be entitled to any additional compensation therefor.

4. The term of this agreement shall be one (1) year, commencing at 12:00 a.m. on January 1, 2023 and terminating at 11:59 p.m. on December 31, 2023.

5. Any distributions to the Town of Saukville from the State of Wisconsin for fire protection reimbursements (a/k/a Fire Prevention 2% Dues Program) shall be paid over to and retained by the Village and the Fredonia FD shall not make any claim to such distributions.

6. The Fredonia FD shall not be entitled to any payments for fire protection services provided other than as set forth in this Agreement, except that if it receives payment from the Wisconsin Department of Natural Resources for fires in the Town of Saukville it may retain such payment to cover its expenses.

7. Except as otherwise provided in this Section 7, and subject to the limitations set forth in this Section 7, the Fredonia FD hereby agrees to indemnify and hold harmless the Town of Saukville, its elected and appointed officials, officers, employees, agents, representatives and volunteers from and against any and all lawsuits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any negligent act or omission, whether active or passive, of the Fredonia FD, or anyone acting under the direction or control of, or on behalf of, the Fredonia FD, arising under this Agreement. The obligation to indemnify and hold harmless the Town of Saukville, its elected and appointed officials, officers, employees, agents, representatives and volunteers, shall be applicable unless liability results from the negligent or intentional acts or omissions of the Town of Saukville, its elected or appointed officials, officers, employees, agents, representatives or volunteers. The Fredonia FD's obligation to indemnify and hold harmless the Town of Saukville, its elected or appointed officials, officers, employees, agents, representatives or volunteers, shall be limited to and shall in no event exceed, the then-current liability insurance policy limits, including umbrella coverage, held by the Fredonia FD, which shall not be less than Two Million dollars (\$2,000,000) per occurrence with additional "umbrella" coverage of not less than Three Million dollars (\$3,000,000). The Fredonia FD shall reimburse the Town of Saukville, its elected and appointed officials, officers, employees, agents or authorized representatives or volunteers for the Town's reasonable attorney's fees incurred in enforcing the indemnity obligation under this Section 7.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first above written.

**VILLAGE OF SAUKVILLE**

By: \_\_\_\_\_  
Village President

By: \_\_\_\_\_  
Village Clerk

**VILLAGE OF FREDONIA FIRE DEPT**

By: \_\_\_\_\_  
Village President

By: \_\_\_\_\_  
Village Clerk

By:   
Fire Chief

## AGREEMENT

This agreement entered into by and between the Town of Belgium and Village of Fredonia – Fire Department.

WHEREAS, the Town of Belgium, a community located in Ozaukee County, Wisconsin, requires the services of an ambulance provider to provide first-in ambulance response to Town of Belgium for transportation of the sick and injured of their community; and

WHEREAS, the Village of Fredonia Fire Department is willing and able to provide the personnel and equipment to provide transportation of the sick and injured in the Town of Belgium; and

WHEREAS, in order to ensure that the Town of Belgium has adequate and available ambulance service, the Town of Belgium wishes to contract with the Village of Fredonia – Fire Department to provide this service; and

WHEREAS, it is the desire of the Village of Fredonia – Fire Department to contract with and provide first-in ambulance services to the Town of Belgium;

IT IS HEREBY AGREED by the parties hereto that the Village of Fredonia – Fire Department shall be the first-in ambulance response agency and the primary provider of transportation of the sick and injured for the Town of Belgium.

IT IS FURTHER AGREED that the charges for providing this service will be an annual total cost of \$4,800 for the Town of Belgium. Payable by June 30<sup>th</sup> of each year.

IT IS FURTHER AGREED that this agreement will become effective January 1, 2023 and will expire January 1, 2026; at which point a renewal agreement based on services utilized over the previous 3 years will outline the future three-year agreement costs.

IT IS FURTHER AGREED that either party hereto may terminate this agreement upon a ninety (90) days prior notice to the other party.

Dated at \_\_\_\_\_, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY:

\_\_\_\_\_  
Village of Fredonia, President

\_\_\_\_\_  
Town of Fredonia, Chairman

\_\_\_\_\_  
Village of Fredonia, Clerk

\_\_\_\_\_  
Town of Belgium, Clerk

\_\_\_\_\_  
Village of Fredonia, Fire Chief

## AGREEMENT

This agreement entered into by and between the Village of Belgium and Village of Fredonia – Fire Department.

WHEREAS, the Village of Belgium, a community located in Ozaukee County, Wisconsin, requires the services of an ambulance provider to provide first-in ambulance response to Village of Belgium for transportation of the sick and injured of their community; and

WHEREAS, the Village of Fredonia Fire Department is willing and able to provide the personnel and equipment to provide transportation of the sick and injured in the Village of Belgium; and

WHEREAS, in order to ensure that the Village of Belgium has adequate and available ambulance service, the Village of Belgium wishes to contract with the Village of Fredonia – Fire Department to provide this service; and

WHEREAS, it is the desire of the Village of Fredonia – Fire Department to contract with and provide first-in ambulance services to the Village of Belgium;

IT IS HEREBY AGREED by the parties hereto that the Village of Fredonia – Fire Department shall be the first-in ambulance response agency and the primary provider of transportation of the sick and injured for the Village of Belgium.

IT IS FURTHER AGREED that the charges for providing this service will be an annual total cost of \$21,600.00 for the Village of Belgium. Payable in quarterly installments of \$5,400; Payments due March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup> of each year.

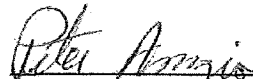
IT IS FURTHER AGREED that this agreement will become effective January 1, 2023 and will expire January 1, 2026; at which point a renewal agreement based on services utilized over the previous 3 years will outline the future three-year agreement costs.

IT IS FURTHER AGREED that either party hereto may terminate this agreement upon a ninety (90) days prior notice to the other party.

Dated at Belgium, Wisconsin this 10<sup>th</sup> day of October, 2022.

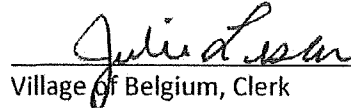
BY:

\_\_\_\_\_  
Village of Fredonia, President



\_\_\_\_\_  
Village of Belgium, President

\_\_\_\_\_  
Village of Fredonia, Clerk



\_\_\_\_\_  
Village of Belgium, Clerk

\_\_\_\_\_  
Village of Fredonia, Fire Chief



**VILLAGE OF FREDONIA**  
**A CHARTER ORDINANCE**  
**ELIMINATING THE CONSOLIDATED CLERK-TREASURER POSITION**  
**AND ESTABLISHING SEPARATE POSITIONS**  
**OF VILLAGE CLERK AND VILLAGE TREASURER**

**WHEREAS**, the Village of Fredonia, by a charter ordinance passed on February 9, 1983 and published on February 15, 1983, chose to combine the positions of Village Clerk and Village Treasurer; and

**WHEREAS**, the Village of Fredonia, by a charter ordinance, number 87-010, passed on December 17, 1987 and published January 7, 1988, created a combined position of Deputy Clerk-Treasurer; and

**WHEREAS**, the Village Board of the Village of Fredonia now desires to separate the Clerk and Treasurer positions and to make optional the appointment of a separate deputy for either the Clerk or the Treasurer; and

**WHEREAS**, the Village Board of the Village of Fredonia desires to maintain its present election that the positions be appointed by the Village President subject to the confirmation of the Village Board;

**THEREFORE**, the Village Board of the Village of Fredonia do ordain as follows:

1. That Article II and Article III of Chapter 105 of the Code of the Village of Fredonia are hereby repealed and recreated as follows:

**Article II Village Clerk**

§ 105-10 Selection and removal.

- A. Pursuant to Wis. Stats. §§ 61.195, 61.197(1)(b) the Village hereby elects not to be governed by Wis. Stat. § 61.19 and instead elects to select its Village Clerk by appointment by the Village President subject to confirmation by the Village Board.
- B. The appointed Village Clerk shall hold office for an indefinite term, subject to removal as provided by Wis. Stats. §§ 17.13(1) or 17.13(3).

§ 105-11 Duties.

The Village Clerk shall perform the duties required of a municipal clerk as set forth by Wisconsin Statutes, by this Code, and as the Village Board may lawfully direct.

#### § 105-12 Deputy Clerk.

The Village Board may from time to time appoint a Deputy Village Clerk to perform the duties of the Village Clerk under the supervision of, or during the temporary absence or disability of, the Village Clerk. The Village Board may require that the Deputy Village Clerk provide a bond.

### **Article III Village Treasurer**

#### § 105-13 Selection and removal.

- A. Pursuant to Wis. Stats. §§ 61.195, 61.197(1)(b), the Village hereby elects not to be governed by Wis. Stat. § 61.19 and instead elects to select the Village Treasurer by appointment by the Village President subject to confirmation by the Village Board.
- B. The appointed Village Treasurer shall hold office for an indefinite term, subject to removal as provided by Wis. Stats. §§ 17.13(1) or 17.13(3).

#### § 105-14 Duties.

The Village Treasurer shall perform the duties required of a municipal treasurer as set forth by Wisconsin Statutes, by this Code, and as the Village Board may lawfully direct.

#### § 105-15 Deputy Treasurer.

The Village Board may from time to time appoint a Deputy Village Treasurer to perform the duties of the Village Treasurer under the supervision of, or during the temporary absence or disability of, the Village Treasurer. The acts of a Deputy Village Treasurer are to be covered by an official bond as the Village Board shall direct.

2. That the following sections of the Code of the Village of Fredonia be amended by changing "Village Clerk-Treasurer" to "Village Clerk":
  - 1-5, 1-9, 1-11, 1-12, 1-13, 19-1, 19-3, 19-9, 19-12, 19-26, 19-27, 31-4, 49-5, 49-6, 49-9, 49-12, 60-14, 60-17, 76-3, 105-6, 105-23, 118-2, 118-3, 132-8, 132-9, 132-11, 132-12, 132-13, 132-15, 132-16, 187-3, 187-5, 206-1, 241-6, 257-3, 257-4, 274-1, 322-4, 322-5, 322-7, 331-3, 331-7, 331-8, 339-4, 339-6, 339-7, 339-8, 339-10, 339-11, 339-19, 363-5, 363-7, 363-8, 363-10, 370-4, 381-5, 412-5, 433-1, 455-2, 455-10, 462-6, 468-5, 468-9, 468-13, 476-7, 491-1, 491-2, 491-7, 491-8, 491-18, 491-20, 491-21, 491-24, 491-35, 491-36, 491-37, 500-12, 500-14, 500-15, 500-16, 500-17, 500-18, 500-19, 500-20, 500-23, 500-24, 500-28, 500-

35, 500-47, 500-57, 514-3, 514-4, 514-5, 514-8, 514-9, 550-19, 575-14, 575-36, 575-76, 575-115, 575-117, 575-118, 575-119, 575-120

3. That the following sections of the Village of Fredonia Code of Ordinances be amended by changing "Village Clerk-Treasurer" to "Village Treasurer":  
31-5, 38-8, 60-1, 60-2, 60-3, 60-8, 60-9, 60-10, 60-11, 60-18, 60-20, 68-2, 105-21, 105-35, 168-3, 168-4, 168-15, 266-14, 322-6, 425-16, 455-13, 491-3, 491-10, 491-19, 491-25, 491-31, 491-32, 500-55, 550-32, 575-87, 575-106.
4. That Section 132-14 be amended by changing "Clerk-Treasurer" to "Clerk, Treasurer,".
5. That Section 491-14 be amended by changing the first reference to "Village Clerk-Treasurer" to "Director of Public Works" and by changing the second reference to "Village Clerk-Treasurer" to "Village Treasurer."
6. That the following section of the Village of Fredonia Code of Ordinances be amended by changing "Village Clerk-Treasurer" to "Village Marshal":  
314-4, 168-7
7. That this is an amendment to a charter ordinance which shall take effect 60 days after its passage and publication and requires the affirmative vote of at least two-thirds of the Village Board.
8. That if any portion of this ordinance is deemed or declared unenforceable, the remainder of this ordinance shall remain in force and effect.

Adopted on November 17, 2022.

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent/Not Voting: \_\_\_\_\_

\_\_\_\_\_  
Donald Dohrwardt, Village President

\_\_\_\_\_  
Melissa Depies, Village Clerk-Treasurer

Published in the Ozaukee Press as a Class 1 notice on \_\_\_\_\_, 2022  
as set forth in that newspaper's Affidavit of Publication.

---

Melissa Depies, Village Clerk-Treasurer