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Sussex, Wisconsin 53089
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**PUBLIC SAFETY & WELFARE COMMITTEE
VILLAGE OF SUSSEX
6:00 P.M. TUESDAY, SEPTEMBER 17, 2024
SUSSEX CIVIC CENTER – COMMITTEE ROOM 2nd FLOOR
N64W23760 MAIN STREET**

Pursuant to the requirements of Section 19.84, Wis. Stats., notice is hereby given of a meeting of a Village Committee, at which a quorum of the Village Board may attend in order to gather information about a subject which they have decision making responsibility. The meeting will be held at the above noted date, time and location. Notice of Village Board Quorum, (Chairperson to announce the following if a quorum of the Village Board is in attendance at the meeting: Please let the minutes reflect that a quorum of the Village Board is present and that the Village Board members may be making comments under the Public Comments section of the agenda, during any Public Hearing(s) or if the rules are suspended to allow them to do so.)

1. Roll call
2. Consideration and possible action on minutes from meeting of December 5, 2023, January 16, 2024, and January 30, 2024.
3. Discussion and possible action on Police Items:
 - A. Police Chief's Report
 - B. Flock Camera Usage Report
 - C. 2025-2027 Contract Police Citation Services with Village of Lisbon, Village of Merton, and Town of Delafield
4. Discussion and possible action on Fire Items
 - A. Fire Chief's Report
 - B. Resolution 24-15- Approving Damage Assessment MOU with Waukesha County.
5. Annual request by the Sled Bugs to use Village trails for the snowmobile season.
6. Adjournment.

Stacey Riedel
Chairperson

Jeremy Smith
Village Administrator

Please note that, 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 Jeremy Smith at 246-5200.

**VILLAGE OF SUSSEX
SUSSEX, WISCONSIN**

**Minutes of the Public Safety and Welfare Committee of
December 5, 2023**

1. Roll Call:

The meeting was called to order at 7:05 p.m. at the Civic Center.

Members present: Ron Wells, Ben Jarvis, Stacy Riedel, Kasey Fluet

Members absent: None

Also present: Fire Chief Kris Grod, Police Captain Lisa Panas, Administrator Jeremy Smith, Clerk Jennifer Moore,
Attorney Remzy Bitar

2. Consideration and possible action on minutes:

A motion by Riedel, seconded by Wells to approve the November 21, 2023 minutes as presented.

Motion carried 4-0

3. Consideration and possible action on Designated Offender Petition

A motion by Reidel, seconded by Fluet to approve Designated Offender Petition as presented.

Motion carried 4-0

4. Sex Offender Residency Board Training

Attorney Bitar conducted training for the Committee and Village Staff

6. Adjournment

A motion by Reidel, seconded by Jarvis to adjourn the meeting at 8:15p.m.

Motion carried 4-0

Respectfully submitted,
Jennifer Moore
Clerk/Treasurer

**DISCLAIMER – THE FOLLOWING ARE DRAFT MINUTES FROM
THE SEX OFFENDER RESIDENCY BOARD AND ARE
SUBJECT TO CHANGE UPON APPROVAL OF THE BOARD**

**VILLAGE OF SUSSEX
SUSSEX, WISCONSIN**

**Minutes of the Sex Offender Residency Board Meeting of
January 16, 2024**

The meeting was called to order by Chairperson Riedel at 5:00 pm.

Members present: Kasey Fluet, Stacy Riedel, Ron Wells, and Benjamin Jarvis

Members excused: None

Also present: Village Administrator Jeremy Smith, Village Attorney Eric Larson, Clerk Jennifer Moore,
Captain Lisa Panas.

1. Procedural Training

Village Attorney Eric Larson trained the board members on the procedures for the Sexual Offender Residency Hearings.

2. Adjournment

Motion by Riedel, seconded by Wells to adjourn at 5:40pm.

Motion carried 4-0.

Respectfully submitted,
Jennifer Moore
Village Clerk

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SUBJECT TO CHANGE UPON APPROVAL OF THE BOARD**

**VILLAGE OF SUSSEX
SUSSEX, WISCONSIN**

**Minutes of the Sex Offender Residency Board Meeting of
January 16, 2024**

1. Roll Call

The meeting was called to order by Chairperson Riedel at 6:06 pm.

Members present: Kasey Fluet, Stacy Riedel, Ron Wells, and Benjamin Jarvis

Members excused: None

Also present: Petitioner Allen E. Schmidt, Petitioner's Attorney Jessa Nicholson Goetz (via phone – arrived in person at 6:40pm), Assistant Village Administrator Kelsey McElroy-Anderson, Administrator Jeremy Smith, Village Attorney Eric Larson, Clerk Jennifer Moore, Captain Lisa Panas, Court Reporter, and members of the Public.

2. Call Case/Petition #2024-01 Request of Allen E. Schmidt for an exemption to the Sex Offender Residency Restrictions that would allow him to reside at N66W25562 Beaver Creek Lane, Sussex. The Sex Offender Residency Board will conduct a public hearing, during which the applicant may present witnesses, evidence and testimony, and all interested persons present wishing to testify will be heard.

Chairperson Riedel introduced the hearing to all present.

Attorney Larson was informed that at least one Board member was contacted by a resident via phone and email prior to the hearing. Attorney Larson confirmed the board members did not discuss information pertaining to the hearing and confirmed the members can remain impartial. Attorney Larson asked Chairperson Riedel whether she received such a phone call, she responded that she had and she limited her comments to the individual by telling him he must appear at the hearing, she was unable to discuss the matter. She advised that she is able to be fair and impartial in the matter. Board members Wells and Jarvis, similarly, both reported that they received phone calls, they said and heard nothing substantive and advised that comments would only be heard at the public hearing, and both indicated they are able to be fair and impartial. Board member Fluet reported that she did not receive a phone call and is able to be fair and impartial.

Attorney Larson then described the procedures of the hearing.

Petitioner's case was presented. All witnesses were sworn in by the Village Clerk before speaking.

Jenny Speck read a statement for the petitioner and presented a written timeline of events. The timeline was entered into the record as Exhibit 1. Jenny Speck also read a statement from the Petitioner's daughter. The written statement was entered into the record as Exhibit 2.

Brian Dati asked the board to approve the petitioner's request.

Patti Schneider asked the board to approve the petitioner's request.

Susan Kapke asked the board to approve the petitioner's request.

Cynthia Edwards asked the board to approve the petitioner's request.

Susan Schmidt asked the board to approve the petitioner's request.

Attorney Nicholson Goetz presented a statement.

The Petitioner began his statement which was completed by his attorney.

The Petitioner's presentation was concluded at 7:20pm.

Motion by Riedel, seconded by Jarvis for a ten minute recess.

Motion carried 4-0

The hearing reconvened at 7:42pm.

The Village case was presented. Waukesha County Sheriff's Captain Lisa Panas was sworn in by the Village Clerk and presented the timeline of events in relation to the Village. Captain Panas presented a map with the Petitioner's parcel mark along with parks, recreational trails, and the child safety zone. This map was entered into the record as Exhibit 3.

At this time members of the public were invited to speak. Each person was sworn in by the Village Clerk before speaking.

Lisa Stockhausen asked the board to deny the petitioner's request.

Lindsay Vialobarzski asked the board to deny the petitioner's request.

John Arps asked the board to deny the petitioner's request.

Kristin Higgins asked the board to deny the petitioner's request.

Stephanie Zylka Zientek asked the board to deny the petitioner's request.

Ranparsaed Ramakrashnan asked the board to deny the petitioner's request.

Ajai Parsana asked the board to deny the petitioner's request.

Maria Park asked the board to deny the petitioner's request.

Vicky Colosimo asked the board to deny the petitioner's request.

Ryan Krueger asked the board to deny the petitioner's request.

Andra Burton asked the board to deny the petitioner's request.

Tim O'Brien asked the board to deny the petitioner's request.

Brandon Best asked the board to deny the petitioner's request.

Clerk Moore read letters into the record that were received via email. These letters are entered into the record as Exhibit 4.

Petitioner's counsel provided a closing statement.

Motion by Riedel, seconded by Fluet to close the hearing at 9:25pm.

Motion carried 4-0

Chairperson Riedel announced the Sex Offender Residency Board may convene in closed session pursuant to Wis. Stats. §19.85(1)(a) to deliberate concerning the hearing regarding the appeal of Allen E. Schmidt for an exemption to the Residence restrictions that would allow him/her to reside at N66W25562 Beaver Creek Lane, Sussex.

Motion by Fluet, seconded by Jarvis to enter into closed session pursuant to Wis. Stats. §19.85(1)(a) to deliberate concerning the hearing regarding the appeal of Allen E. Schmidt for an exemption to the Residence restrictions that would allow him/her to reside at N66W25562 Beaver Creek Lane, Sussex.

On Roll Call all voted aye; Motion Carried

Motion by Riedel, seconded by Jarvis to re-enter open session at 9:53pm.

On Roll Call all voted aye; Motion Carried.

Motion by Wells, seconded by Jarvis to adjourn the Sex Offender Residency Board meeting to January 30, 2024 at 6:00pm at the Sussex Civic Center.

Motion carried 4-0.

Respectfully submitted,
Jennifer Moore
Village Clerk

DRAFT

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THE SEX OFFENDER RESIDENCY BOARD AND ARE
SUBJECT TO CHANGE UPON APPROVAL OF THE BOARD**

**VILLAGE OF SUSSEX
SUSSEX, WISCONSIN**

**Minutes of the Sex Offender Residency Board Meeting of
January 30, 2024**

1. Roll Call

The meeting was called to order by Chairperson Riedel at 6:00 pm.

Members present: Kasey Fluet, Stacy Riedel, Ron Wells, and Benjamin Jarvis

Members excused: None

Also present: Assistant Village Administrator Kelsey McElroy-Anderson, Administrator Jeremy Smith, Village Attorney Eric Larson, Clerk Jennifer Moore, Captain Lisa Panas, and members of the Public.

2. Continuation of Case/Petition #2024-01 Request of Allen E. Schmidt for an exemption to the Sex Offender Residency Restrictions that would allow him to reside at N66W25562 Beaver Creek Lane, Sussex. The Sex Offender Residency Board having previously held a public hearing, during which the applicant presented witnesses, evidence and testimony, and all interested persons wishing to testify were heard will now consider the case for a determination.

Chairperson Riedel announced the Sex Offender Residency Board may convene in closed session pursuant to Wis. Stats. §19.85(1)(a) to deliberate concerning the hearing regarding the appeal of Allen E. Schmidt for an exemption to the Residence restrictions that would allow him to reside at N66W25562 Beaver Creek Lane, Sussex.

Motion by Jarvis, seconded by Wells to enter into closed session pursuant to Wis. Stats. §19.85(1)(a) to deliberate concerning the hearing regarding the appeal of Allen E. Schmidt for an exemption to the Residence restrictions that would allow him to reside at N66W25562 Beaver Creek Lane, Sussex.

On Roll Call all voted aye; Motion Carried

Motion by Riedel, seconded by Wells to re-enter open session at 6:37pm.

On Roll Call all voted aye; Motion Carried.

Motion by Riedel, seconded by Jarvis to adopt the Findings of Fact, Conclusions of Law, and Determination to deny the Petition as presented, and to authorize the Sex Offender Residency Board Chair to sign such document on behalf of the Sex Offender Residency Board.

Motion carried 4-0

Motion by Jarvis, seconded by Wells to adjourn at 6:40pm.

Motion carried 4-0.

Respectfully submitted,
Jennifer Moore
Village Clerk



Waukesha Sheriff Department North East Substation News

August 2024

COMMUNITY CONNECTIONS

- National Night Out ~ August 1st
- 100th Anniversary ~ August 9-11th
- Stuff a Truck ~ August 17th
- Touch A Truck ~ September 14th
- Drug Take Back ~ October 26th

Right: Deputy Bertschy out patrolling the Bugline Trail and the Village of Sussex parks. Two patrol Ebikes donated for use in the Village of Sussex.



Waukesha County DRUG Rx TAKEBACK

BRING SHARPS, NEEDLES AND UNUSED MEDICATIONS

SATURDAY
OCTOBER 26, 2024
10 AM TO 2 PM

metro market SUSSEX

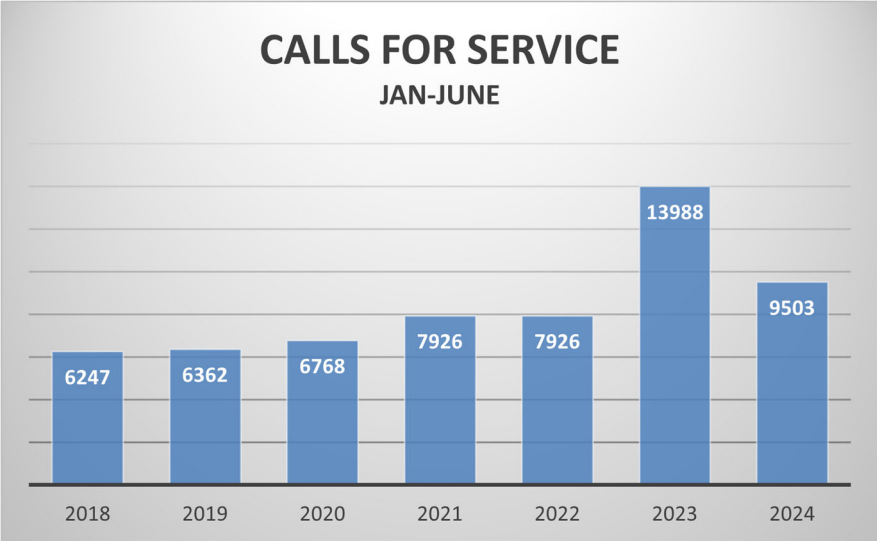
BRAC FRY

SUPPORT CADET UNIT 6700

Sponsored by: The Waukesha County Sheriff Department

FLOCK CAMERA SUCCESS

| 2023 | | 2024 to Date | |
|----------|---------------------|--------------|--------------------|
| Date | Reason | DATE | Reason |
| 5/13/23 | Stolen Auto | 1/22/24 | Stolen |
| 5/18/23 | Stolen Auto | 3/9/24 | Stolen Auto |
| 5/21/23 | Gang vehicle | 3/20/24 | Auto entry suspect |
| 5/25/23 | Missing person | 6/13/24 | Hit and Run |
| 7/13/23 | Stabbing | 6/19/24 | Stolen Auto |
| 7/17/23 | Stolen Plate | 7/2/24 | Kidnapping |
| 7/21/23 | Stolen plate | 7/9/24 | Bank Robbery |
| 9/19/23 | Hit and Run-Hotlist | 7/10/24 | Theft |
| 9/22/23 | Stolen Plate | | |
| 12/7/23 | Theft-Mailbox | | |
| 12/15/23 | Burglary | | |
| 12/17/23 | Silver Alert | | |



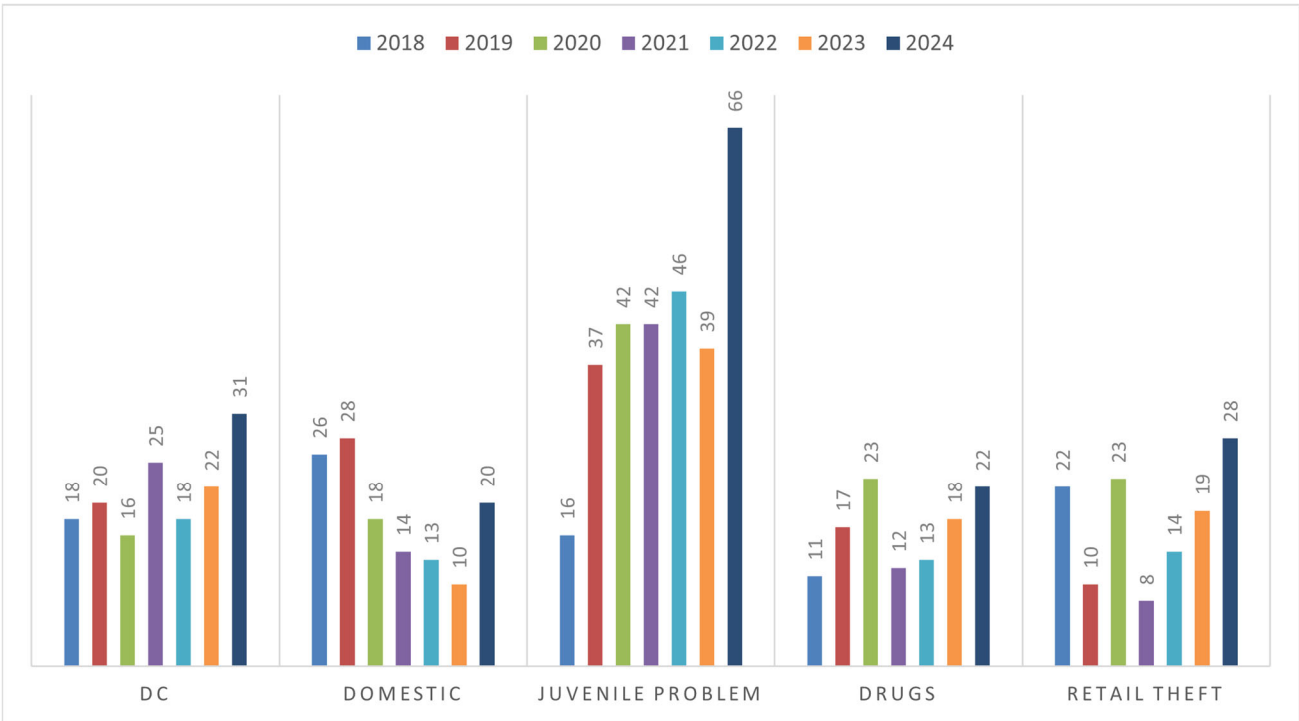
Source: Intergraph

| 2024 Jan-June | |
|---------------|---------------|
| Row Labels | Count of Type |
| TRAFFICSTOP | 2186 |
| ACC | 147 |
| PR1ASST | 143 |
| WELLCK | 88 |
| JUVENILE | 66 |
| FRAUD | 53 |
| DISPUTE | 48 |
| THEFT | 35 |
| DC | 31 |
| RETAILTHEFT | 28 |
| HARASS | 28 |
| DRUG | 22 |
| WARRANTSER | 21 |
| DOMESTIC | 20 |
| MAINPEACE | 19 |
| REPO | 16 |
| THREATS | 15 |
| ORDVIOL | 14 |
| NEIGHDISP | 10 |
| SEXASSAULT | 7 |
| FLOCK | 5 |
| BURGLARY | 5 |
| OAWI | 4 |
| FIGHT | 3 |
| Total | 3014 |



January –June Stats Comparison 2018-2024

Source: Intergraph



POLICE CITATION ADMINISTRATIVE SUPPORT SERVICES CONTRACT
VILLAGE OF SUSSEX AND VILLAGE OF LISBON – 2025-2027

This Contract is made and entered into between the Village of Sussex, hereinafter referred to as “Provider,” and the Village of Lisbon, hereinafter referred to as “Purchaser.”

In consideration of the mutual promises set forth in this Contract, the Provider and Purchaser agree as follows:

1. The provider shall enter citations into the TRACS program, which purchaser’s law enforcement employees issue and make available in agreed upon form to provider.
2. For the services provided as described in the preceding paragraph, purchaser shall pay provider a fee of \$33.03 per hour of service provided. Provider shall submit monthly billing statements to Purchaser, which will be accompanied by an itemized list of the citation administrative support services provided. Purchaser shall remit payment within 30 days of receipt of a billing statement.
3. Purchaser and Provider understand and agree that the fee rates set forth in paragraph 2 are for 2025 services, with a 2% per year increase for 2026 and 2027.
4. Provider is willing to supply the above mentioned services with the understanding that the TRACS software remains at the Provider’s location at no additional cost to the Provider. If the technology availability and or cost changes the Provider may terminate this contract immediately. If the contract is terminated under this provision Purchaser shall pay Provider for all services provided under this contract up to and including the date the contract termination is effective.
5. Provider is willing to provide the above mentioned services with the understanding the Purchaser will have no more than 100 citations per month requiring approximately 15 minutes of work time per citation. If the administrative support volume changes from these expectations Provider may terminate this contract with 30 days written notice to Purchaser. If the contract is terminated under this provision Purchaser shall pay Provider for all services provided under this contract up to and including the date the contract termination is effective.
6. This contract constitutes and contains the entire agreement of the parties, and supersedes any and all other contracts, agreements or understandings between the parties, whether oral or written.
7. Any violation by Purchaser of any portion of this contract shall constitute a breach of this Contract by Purchaser. In the event of such breach, Provider shall have the option of declaring this contract terminated with 30 days written notice. In the same token any violation by Provider of any portion of this contract shall constitute a breach of this Contract by Provider. In the event of such breach, Purchaser shall have the option of declaring this contract terminated with 30 days written notice. If the contract is

terminated under this provision Purchaser shall pay Provider for all services provided under this contract up to and including the date the contract termination is effective.

8. It is the intent of and is understood by the parties that the relationship of Provider and Purchaser is that of an independent contractor. The Provider is not the employee or agent of the Purchaser and the Purchaser is not the employee or agent of the Provider. Each party will therefore be responsible for its own acts or omissions and neither party will be obligated to defend or indemnify the other for any claim, loss, or liability that results from the other's acts or omissions. Nothing in this paragraph is intended to preclude or foreclose the right of either party to bring a cross claim or third party claim against the other for contribution as a joint tortfeasor.

9. The term of this Contract shall be from January 1, 2025 through December 31, 2027 regardless of the dates of the signatures set forth below.

Adopted this _____ day of _____, 2024 by the Village Board of the Village of Sussex, Waukesha County, Wisconsin

Sussex Village President

ATTEST: _____
Sussex Village Clerk-Treasurer

Adopted this _____ day of _____, 2024 by the Village Board of the Village of Lisbon, Waukesha County, Wisconsin

Lisbon Village President

ATTEST: _____
Lisbon Village Clerk

POLICE CITATION ADMINISTRATIVE SUPPORT SERVICES CONTRACT
VILLAGE OF SUSSEX AND VILLAGE OF MERTON – 2025 - 2027

This Contract is made and entered into between the Village of Sussex, hereinafter referred to as “Provider,” and the Village of Merton, hereinafter referred to as “Purchaser.”

In consideration of the mutual promises set forth in this Contract, the Provider and Purchaser agree as follows:

1. The provider shall enter citations into the TRACS program, which purchaser’s law enforcement employees issue and make available in agreed upon form to provider.
2. For the services provided as described in the preceding paragraph, purchaser shall pay provider a fee of \$33.03 per hour of service provided. Provider shall submit monthly billing statements to Purchaser, which will be accompanied by an itemized list of the citation administrative support services provided. Purchaser shall remit payment within 30 days of receipt of a billing statement.
3. Purchaser and Provider understand and agree that the fee rates set forth in paragraph 2 are for 2025 services, with a 2% per year increase for 2026 and 2027.
4. Provider is willing to supply the above mentioned services with the understanding that the TRACS software remains at the Provider’s location at no additional cost to the Provider. If the technology availability and or cost changes the Provider may terminate this contract immediately. If the contract is terminated under this provision Purchaser shall pay Provider for all services provided under this contract up to and including the date the contract termination is effective.
5. Provider is willing to provide the above mentioned services with the understanding the Purchaser will have no more than 15 citations per month requiring approximately 15 minutes of work time per citation. If the administrative support volume changes from these expectations Provider may terminate this contract with 30 days written notice to Purchaser. If the contract is terminated under this provision Purchaser shall pay Provider for all services provided under this contract up to and including the date the contract termination is effective.
6. This contract constitutes and contains the entire agreement of the parties, and supersedes any and all other contracts, agreements or understandings between the parties, whether oral or written.
7. Any violation by Purchaser of any portion of this contract shall constitute a breach of this Contract by Purchaser. In the event of such breach, Provider shall have the option of declaring this contract terminated with 30 days written notice. In the same token any violation by Provider of any portion of this contract shall constitute a breach of this Contract by Provider. In the event of such breach, Purchaser shall have the option of

declaring this contract terminated with 30 days written notice. If the contract is terminated under this provision Purchaser shall pay Provider for all services provided under this contract up to and including the date the contract termination is effective.

8. It is the intent of and is understood by the parties that the relationship of Provider and Purchaser is that of an independent contractor. The Provider is not the employee or agent of the Purchaser and the Purchaser is not the employee or agent of the Provider. Each party will therefore be responsible for its own acts or omissions and neither party will be obligated to defend or indemnify the other for any claim, loss, or liability that results from the other's acts or omissions. Nothing in this paragraph is intended to preclude or foreclose the right of either party to bring a cross claim or third party claim against the other for contribution as a joint tortfeasor.

9. The term of this Contract shall be from January 1, 2025 through December 31, 2027 regardless of the dates of the signatures set forth below.

Adopted this _____ day of _____, 2024 by the Village Board of the Village of Sussex, Waukesha County, Wisconsin

Sussex Village President

ATTEST: _____
Sussex Village Clerk-Treasurer

Adopted this _____ day of _____, 2024 by the Village Board of the Village of Merton, Waukesha County, Wisconsin

Merton Village President

ATTEST: _____
Merton Village Clerk

POLICE CITATION ADMINISTRATIVE SUPPORT SERVICES CONTRACT
VILLAGE OF SUSSEX AND TOWN OF DELAFIELD – 2025-2027

This Contract is made and entered into between the Village of Sussex, hereinafter referred to as “Provider,” and the Town of Delafield, hereinafter referred to as “Purchaser.”

In consideration of the mutual promises set forth in this Contract, the Provider and Purchaser agree as follows:

1. The provider shall enter citations into the TRACS program, which purchaser’s law enforcement employees issue and make available in agreed upon form to provider.
2. For the services provided as described in the preceding paragraph, purchaser shall pay provider a fee of \$33.03 per hour of service provided. Provider shall submit monthly billing statements to Purchaser, which will be accompanied by an itemized list of the citation administrative support services provided. Purchaser shall remit payment within 30 days of receipt of a billing statement.
3. Purchaser and Provider understand and agree that the fee rates set forth in paragraph 2 are for 2025 services, with a 2% per year increase for 2026 and 2027.
4. Provider is willing to supply the above mentioned services with the understanding that the TRACS software remains at the Provider’s location at no additional cost to the Provider. If the technology availability and or cost changes the Provider may terminate this contract immediately. If the contract is terminated under this provision Purchaser shall pay Provider for all services provided under this contract up to and including the date the contract termination is effective.
5. Provider is willing to provide the above mentioned services with the understanding the Purchaser will have no more than 15 citations per month requiring approximately 15 minutes of work time per citation. If the administrative support volume changes from these expectations Provider may terminate this contract with 30 days written notice to Purchaser. If the contract is terminated under this provision Purchaser shall pay Provider for all services provided under this contract up to and including the date the contract termination is effective.
6. This contract constitutes and contains the entire agreement of the parties, and supersedes any and all other contracts, agreements or understandings between the parties, whether oral or written.
7. Any violation by the Purchaser of any portion of this contract shall constitute a breach of this Contract by Purchaser. In the event of such breach, Provider shall have the option of declaring this contract terminated with 30 days written notice. In the same token any violation by the Provider of any portion of this contract shall constitute a breach of this Contract by Provider. In the event of such breach, Purchaser shall have the option of

declaring this contract terminated with 30 days written notice. If the contract is terminated under this provision Purchaser shall pay Provider for all services provided under this contract up to and including the date the contract termination is effective.

8. It is the intent of and is understood by the parties that the relationship of Provider and Purchaser is that of an independent contractor. The Provider is not the employee or agent of the Purchaser and the Purchaser is not the employee or agent of the Provider. Each party will therefore be responsible for its own acts or omissions and neither party will be obligated to defend or indemnify the other for any claim, loss, or liability that results from the other's acts or omissions. Nothing in this paragraph is intended to preclude or foreclose the right of either party to bring a cross claim or third-party claim against the other for contribution as a joint tortfeasor.

9. The term of this Contract shall be from January 1, 2025 through December 31, 2027 regardless of the dates of the signatures set forth below.

Adopted this _____ day of _____, 2024 by the Village Board of the Village of Sussex, Waukesha County, Wisconsin

Sussex Village President

ATTEST: _____
Sussex Village Clerk-Treasurer

Adopted this _____ day of _____, 2024 by the Town Board of the Town of Delafield, Waukesha County, Wisconsin

Delafield Town Chairman

ATTEST: _____
Delafield Town Clerk



Village of Sussex Fire Department
N63 W24335 Main Street
Sussex, Wisconsin 53089

Kristopher Grod
 Fire Chief
 Fire Station - Business
 262-246-5235
 Fire Station - FAX
 262-246-5196

Date: September 9, 2024

To: Village of Sussex Public Safety and Welfare Committee

From: Kristopher Grod, Fire Chief

RE: Fire Chief's Report September 2024

EMPLOYEE DEVELOPMENT

| 2024 SUSSEX FIRE DEPARTMENT TRAINING HOURS | | | | | | | | | | | |
|--|-------|-------|-------|--------|--------|-------|--------|-----|-----|-----|-----|
| JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| 145.0 | 147.5 | 143.5 | 144.0 | 146.25 | 143.75 | 145.0 | 147.25 | | | | |

(Table represents total training hours for ALL SFD staff)

Average Response Times 2024: (For emergency responses, time of notification to arrival on scene)

| Month | EMS | Fire | Month | EMS | Fire |
|----------|------|------|-----------|------|------|
| January | 4:40 | 5:19 | July | 4:48 | 5:32 |
| February | 4:47 | 5:18 | August | 4:46 | 5:25 |
| March | 4:58 | 5:55 | September | | |
| April | 4:50 | 5:37 | October | | |
| May | 4:43 | 5:28 | November | | |
| June | 4:54 | 5:36 | December | | |

CURRENT STAFF

| SFD Personnel by Rank | |
|-----------------------|-----------|
| Chief | 1 |
| Deputy Chief | 2 |
| Lieutenant | 4 |
| Firefighter | 22 |
| Recruit | 5 |
| Total Members | 33 |

| SFD Certifications | | |
|--------------------|-------------------|---|
| Certification Name | Members Certified | Percentage of Members Certified to That Level |
| Firefighter I | 31 | 91% |

| Certification Name | Members Certified | Percentage of Members Certified to That Level |
|----------------------------------|--------------------------|--|
| Firefighter II | 22 | 65% |
| Driver/Operator - Pumper | 21 | 62% |
| Driver/Operator - Aerial | 17 | 50% |
| Emergency Services Instructor I | 10 | 29% |
| Emergency Services Instructor II | 1 | 3% |
| Fire Officer I | 13 | 38% |
| Fire Officer II | 1 | 3% |
| Fire Inspector | 11 | 32% |
| No Fire Certifications | 2 | 6% |
| EMT-Basic | 8 | 23% |
| EMT-Advanced | 2 | 6% |
| EMT-Paramedic | 14 | 41% |
| Critical Care Paramedic | 5 | 15% |
| No EMS Certifications | 4 | 12% |
| ICS 100 | 33 | 97% |
| ICS 200 | 27 | 79% |
| ICS 300 | 8 | 23% |
| ICS 400 | 4 | 12% |
| ICS 700 | 33 | 97% |
| ICS 800 | 18 | 53% |
| Haz Mat Awareness | 0 | 0% |
| Haz Mat Operations | 27 | 79% |
| Haz Mat Technician | 3 | 9% |
| Haz Mat Specialist | 1 | 3% |

2024 STATISTICS

| Incident Type Summary | January 1, 2024, through August 31, 2024 | |
|------------------------------|---|----------------------------|
| Incident Type | Count | Percentage of Total |
| Fire | 26 | 3.2% |

| | | |
|--|------------|-------------|
| Overpressure Rupture, Explosion, Overheat (No Fire) | 0 | 0% |
| Rescue and Emergency Medical Service (EMS) Incidents | 601 | 73.9% |
| Hazardous Condition (No Fire) | 13 | 1.7% |
| Service Call | 62 | 7.5% |
| Good Intent Call | 48 | 6.2% |
| False Alarm and False Call | 55 | 7.0% |
| Severe Weather and Natural Disaster | 2 | 0.5% |
| Special Incident Type | 0 | 0% |
| Total | 807 | 100% |

Mutual Aid Given – EMS

Lisbon – 11
Menomonee Falls – 19
Pewaukee – 10
New Berlin – 1

Mutual Aid Received - EMS

Lisbon – 21
Menomonee Falls – 2
Merton – 2

Mutual Aid Given – Fire

Lisbon – 12
Western Lakes – 2
Waukesha (Village) – 1
Germantown - 2
Southern Ozaukee - 1
Lake Country – 1
Hartland – 1
Pewaukee – 2
Menomonee Falls – 1
Mukwonago – 1
Brookfield (Town) – 1
Brookfield (City) – 1

Mutual Aid Received - Fire

Merton – 6
Pewaukee – 2
Lisbon – 14
Menomonee Falls – 3
Richfield – 1

Calls Totals Per Shift

Red Shift - 265
Blue Shift - 255
Green Shift – 287

Fire Department Highlights:

- New Full-time Employee Academy – May 6th – 10th.
- Hose Testing completed – May 9th.
- Waukesha County Functional Exercise (WSD and SFD) – May 15th.
- Woodside Elementary Egg Drop – June 6th.
- Classic Car Cruise – June 13th.
- SCBA flow test – July 2nd.

- Attended 4th of July Parade and fireworks standby – July 4th.
- Completed Lions Daze tent flushing and participated in Parade – July 13th, 14th, & 15th.
- Pop-up Splash Pad, Sussex Summer Camp Participants – July 31st.
- National Night Out – August 1st.
- Village of Sussex 100th Anniversary Celebration – August 9th, 10th, & 11th.
- Conducted interviews with two full-time firefighter/paramedic candidates – August 6th.

RESOLUTION NO. 24-15
MEMORANDUM OF UNDERSTANDING
For
Countywide Damage Assessment Services

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is hereby made and entered into the date set forth next to the signature of the respective parties, by and between Waukesha County (“the County”) and each of the units of local government subscribed hereto, hereinafter referred to singularly as a “Participating Jurisdiction” and collectively as “Participating Jurisdictions”, that have executed this Agreement and adopted same in manner as provided by law and hereafter listed at the end of this Agreement.

RECITALS

WHEREAS, it is desirable to coordinate Countywide damage assessment services across municipal boundaries within Waukesha County in an effort to obtain accurate, quick, and efficient accounting of damages resulting from a disaster; and

WHEREAS, disasters often cross municipal boundaries and Waukesha County Emergency Management must collect data from all impacted municipalities; and

WHEREAS, in accordance with Wisconsin Statute § 323.15(1)(a)-(b), the county head of emergency management shall coordinate and assist in developing city, village, and town emergency management plans within the county, integrate those emergency management plans with the county’s emergency management plan, direct and coordinate emergency management activities throughout the county during a state of emergency, and advise the Department of Military Affairs of all emergency management planning in the county and submit required reports to the adjutant general, as per his or her request; and

WHEREAS, in accordance with Wisconsin Statute § 323.15(1)(c)(1)-(4), the city, village, and town head of emergency management shall direct participation in emergency management programs ordered by the adjutant general or the county head of emergency management, advise the county head of emergency management on local emergency management programs, and submit to the county head of emergency management any reports required, as per his or her request; and

WHEREAS, each Participating Jurisdiction is obligated to coordinate with the County’s Emergency Management Office if damages and citizens’ needs meet thresholds for a Presidential Disaster Declaration for federal assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5208; and

WHEREAS, damage assessments must be completed before disaster assistance is provided by the Small Business Administration (SBA) and the Federal Emergency Management Agency (FEMA); and

WHEREAS, a Participating Jurisdiction may lack available staff to complete damage assessments and have a condensed timeline to complete damage assessment submissions to Wisconsin Emergency Management; and

WHEREAS, affected jurisdictions would greatly benefit from assistance of neighboring jurisdictions in the assessment process and such cooperation would, therefore, benefit the County as a whole when seeking federal assistance; and

WHEREAS, it is therefore desirable that the County and Participating Jurisdictions enter into this Agreement to outline their understanding of the processes and resources that will be used to cooperatively complete damage assessments when assistance is requested by a Participating Jurisdiction.

NOW, THEREFORE, in consideration of the foregoing recitals, the County and Participating Jurisdictions **HEREBY AGREE AS FOLLOWS:**

SECTION ONE

Purpose

Performing a Damage Assessment is a crucial step in the aftermath of various events such as, but not limited to, emergencies, natural disasters and man-made catastrophes. A Damage Assessment plays a pivotal role in understanding the extent of the impact on affected areas and populations. Timely and accurate Damage Assessments provide essential information for effective emergency response, resource allocation, and long-term recovery planning. The prompt completion of Damage Assessments is vital, as it directly influences the speed and efficiency of emergency response efforts. Swift assessments enable authorities to prioritize immediate needs, deploy resources efficiently, and minimize further damage. This Agreement provides coordination of effort for the effective and efficient collection of Damage Assessment information within Waukesha County.

SECTION TWO

Definitions

The following terms used in this Agreement are defined as follows:

- A. “Comprehensive Emergency Management Plan or CEMP”: A structured and systematic document that outlines strategies and procedures for preparing for, responding to, recovering from, and mitigating the impacts of various emergencies and disasters. The primary goal of a CEMP is to enhance the ability of organizations, communities, and governments to effectively manage and coordinate resources in order to protect lives, property, and the environment during emergencies.
- B. “County Damage Assessment Coordinator”: A designated representative of Waukesha County responsible for the overall coordination and collaboration of Damage Assessment services with the deployed damage assessment teams, Municipal Damage Assessment Coordinator, and other Participating Jurisdictions.
- C. “Damage Assessment”: The process for determining the nature and extent of the loss, suffering, and/or harm to the community resulting from a natural, accidental or human-caused disaster. A Damage Assessment provides situational awareness and critical information on the type, scope and severity of the event.
- D. “Damage Assessment Team”: A group of trained professionals tasked with evaluating the extent of destruction and losses caused by an emergency or disaster. Their primary objective is to systematically survey affected areas, collect data on damages to infrastructure, and provide accurate information to inform decision-making in the response and recovery phases of emergency management.
- E. “Emergency”: An occurrence or condition which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Requesting Jurisdiction, so that it determines the necessity and advisability of requesting aid.
- F. “Emergency Support Function”: Specialized functional areas established to organize and coordinate the response and recovery efforts during Emergencies or Natural Disasters.
- G. “FEMA”: The Federal Emergency Management Agency within the U.S. Department of Homeland Security.
- H. “Municipal Damage Assessment Coordinator”: A designated representative of Participating Jurisdictions responsible for the coordination and collaboration of Damage Assessment services with the deployed Damage Assessment Teams and County Damage Assessment Coordinator.
- I. “Natural Disaster”: An event that has resulted in severe property damage, including but not limited to a tornado, storm, flood, earthquake, snowstorm, or fire.
- J. “Participating Jurisdiction”: A city, village, or town within Waukesha County that has been authorized by its governing body to enter into and execute this Agreement pursuant to Wis. Stat. § 66.0301 for the purpose of cooperating in the completion of Damage Assessments throughout Waukesha County in the event of an Emergency.

- K. “Personnel”: Persons employed full-time, part-time, or contracted by the Participating Jurisdictions.
- L. “Requesting Jurisdiction”: A Participating Jurisdiction which requests aid in the event of an Emergency.
- M. “Small Business Administration”: The Small Business Administration (SBA) provides home and business disaster loans to communities affected by disasters.
- N. “Training”: The regular scheduled practice of conducting and collecting Damage Assessments during non-emergency drills to implement the necessary joint operations of the Damage Assessment Team.

SECTION THREE

Waukesha County Obligations

Waukesha County, through the Waukesha County Office of Emergency Management, shall:

1. In accordance with Wisconsin Statute § 323.15, serve as the convener and coordinator of Participating Jurisdictions to oversee the Damage Assessment process to provide Damage Assessment information to the State of Wisconsin Department of Military Affairs and Federal Government as requested. The County Damage Assessment Coordinator, in conjunction with the Waukesha County Office of Emergency Management, will determine the need for the Damage Assessment Team to be deployed to Requesting Jurisdiction(s) based on the initial damage information submitted by the Requesting Jurisdiction(s).
2. Support response and recovery efforts by working with the State of Wisconsin and Federal Emergency Management Agency (FEMA) to provide preliminary Damage Assessment information and statistics through the County’s Emergency Operations Center or Emergency Management Office.
3. Designate a representative and backup representative to act as the “County Damage Assessment Coordinator”.
4. Provide, at a minimum, one representative other than the “County Damage Assessment Coordinator” to participate in the Countywide Damage Assessment Team.
 - a. Participation in the Countywide Damage Assessment Team entails participating in reoccurring trainings relating to Damage Assessment, participating in county or municipal lead exercises as necessary, and deploying to Requesting Jurisdictions within Waukesha County to perform Damage Assessments.
5. Provide damage assessment software, training, and documents to Participating Jurisdictions necessary to collect Damage Assessment information in accordance with State and Federal guidelines.

6. Collect data from Damage Assessments, share information with Requesting Jurisdictions and submit Damage Assessments to the State of Wisconsin, Department of Military Affairs and the Federal Emergency Management Agency as needed. All information collected from a Damage Assessment will be provided to the Requesting Jurisdiction.

SECTION FOUR

Participating Jurisdiction Obligations

Each Participating Jurisdiction shall:

1. Designate a representative and backup representative from the Participating Jurisdiction to act as the “Municipal Damage Assessment Coordinator”.
2. Provide at a minimum one representative, other than the Municipal Damage Assessment Coordinator, to participate in the Countywide Damage Assessment Team.
 - a. Participation in the Countywide Damage Assessment Team entails participating in reoccurring trainings relating to Damage Assessment, participating in county or municipal led exercises as necessary, and deploying to Requesting Jurisdictions within Waukesha County to perform damage assessments.
3. Upon receiving a request for assistance, assess its ability to provide assistance under this Agreement and provide assistance to the extent that it has the capacity and resources to do so keeping in mind the availability of staffing and the needs of that Participating Jurisdiction. A Participating Jurisdiction will have no responsibility to respond if it determines it is unable to do so and may withdraw its assistance when its own staffing and the needs of that Participating Jurisdiction so require. Participating Jurisdictions commit to offering their available resources to assist Requesting Jurisdictions, subject to resource and staff availability, affected by a localized disaster within the geographic area(s) of the Requesting Jurisdiction within the County.
4. Use their best efforts to ensure Damage Assessment information is collected accurately and in an efficient manner within the confines of the geographical boundaries of the Requesting Jurisdiction(s).
5. Work cooperatively with each other and a Requesting Jurisdiction to collect, validate, and produce preliminary Damage Assessment information as the resources of responding jurisdictions permit.

6. Submit to Waukesha County Emergency Management all relevant Damage Assessment information, including but not limited to, windshield Damage Assessments, initial Damage Assessments, and preliminary Damage Assessments.

SECTION FIVE

Scope of Agreement

Nothing in this Agreement is intended to forfeit any right or responsibility of the County or Participating Jurisdiction under federal, state or local laws. Nor does this Agreement supersede existing mutual aid agreements, except to the extent they might expressly relate to the subject matter hereof. This Agreement is intended to cover only the parties' interactions and cooperation in completing Damage Assessments following an Emergency or Natural Disaster. Participating Jurisdictions hereby authorize and direct their respective personnel and Municipal Damage Assessment Coordinator or his/her designee to the extent reasonable and practicable to take necessary and proper action to render and/or request assistance from the other Participating Jurisdictions in accordance with the policies and procedures established and maintained in accordance with Waukesha County's Emergency Support Function (ESF) #21: Damage Assessment, as per the County's Comprehensive Emergency Management Plan (CEMP)..

SECTION SIX

Control Over Personnel and Equipment

Personnel dispatched to aid a Requesting Jurisdiction pursuant to this Agreement shall remain employees of their respective Participating Jurisdiction. Personnel shall report for direction and assignment at a location determined by the County Damage Assessment Coordinator, Requesting Jurisdiction's Municipal Damage Assessment Coordinator, or their designees. The Participating Jurisdiction shall at all times have the right to make final decisions about its ability to provide resources under this Agreement and once initially dispatched to determine its continuing ability to provide such resources and where necessary to withdraw any and all aid upon the order of its Chief Elected Official or his/her designee; provided, however, that a Participating Jurisdiction withdrawing such aid shall notify the County Damage Assessment Coordinator, Municipal Damage Assessment Coordinator, or his/her designee of the Requesting Jurisdiction of the withdrawal of such aid and the extent of such withdrawal.

Notwithstanding Section Seven and except to the extent subject to an indemnification obligation under Section Nine below, each Participating Jurisdiction shall be solely responsible for the benefits,

wages, disability payments, pensions and worker's compensation claims and any other compensation accrued or incurred by each of its own employees while participating in the provision of services under this Agreement and for any damage to the Participating Jurisdiction's vehicles and equipment while participating in the provision of services under this Agreement.

SECTION SEVEN

Compensation

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Jurisdiction. Notwithstanding the foregoing, and in recognition that provision of assistance to a Requesting Jurisdiction requires the County and Participating Jurisdictions to incur costs, nothing in this provision or elsewhere in this Agreement shall preclude the recovery of expenses incurred from third parties, responsible parties or from any state or federal agency under applicable state and federal laws or assistance programs for services rendered or equipment used in the performance of this Agreement.

SECTION EIGHT

Insurance

Participating Jurisdictions shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation, with minimal limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability per occurrence, and \$2,000,000 in the aggregate. Professional liability coverage shall be required with similar limits. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of this Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. A certificate of insurance and policy endorsement evidencing the required insurance shall be furnished to the County upon execution of this Agreement and upon request at any time during the life of the Agreement.

SECTION NINE

Waiver of Claims/Indemnification

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement (a "Claim")

except to the extent such Claim is the result of a malicious act by a party or its personnel or an act done by them with an intentional disregard of the safety, health, life or property of another. Each Requesting Jurisdiction agrees to indemnify, defend and hold all other parties to this Agreement harmless for all claims, demands, liability, losses, including attorney fees and costs, and damages arising or incurred that are made or asserted by a third party that may arise from the party providing services under this Agreement at the request of the Requesting Jurisdiction, except to the extent the result of a malicious act by a that party or its personnel or an act done by them with an intentional disregard for the safety, health, life or property of another.

Notwithstanding the foregoing, nothing contained within this Agreement is intended to be a waiver or estoppel of Waukesha County, Participating Jurisdiction or its respective insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Law, including those set forth within Wisconsin Statutes 893.80, 895.52, and 345.05.

SECTION TEN

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory and the Participating Jurisdiction may refuse if local conditions of the Participating Jurisdiction prohibit response. It is the responsibility of the Participating Jurisdiction to immediately notify the County Damage Assessment Coordinator of the Participating Jurisdiction's inability to respond. Failure to immediately notify the County Damage Assessment Coordinator of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION ELEVEN

Effective Date, Term, Termination

This Agreement shall become legally binding upon approval by the involved parties in accordance with applicable law and the execution thereof. The duration of this Agreement shall be a one-year period from the date of execution by the County; and shall automatically renew on a year-to-year basis unless terminated in accordance with this Section. Any of the parties may terminate their participation in this Agreement by providing written notice of said intent to terminate participation in the Agreement to all other parties to the Agreement not less than ninety (90) days in advance of the proposed termination date. The Agreement shall remain in full force and effect among the County and remaining Participating Jurisdictions until the County or all Participating Jurisdictions have terminated their participation in the Agreement.

SECTION TWELVE

Miscellaneous Provisions

1. **No Legal Entity, Partnership, Joint Venture.** No new legal entity is created by this Agreement. This Agreement shall not in any way be deemed to create a partnership or joint venture among the parties.
2. **Amendments.** All changes to this Agreement shall be mutually agreed upon among the parties and shall be in writing and designated as written amendments to this Agreement.
3. **Binding Agreement.** This Agreement is binding upon the parties hereto and their respective successors and assigns. This Agreement may not be assigned by a Participating Jurisdiction without prior written consent of the parties hereto.
4. **Severability.** If any clause, provision, or section of this Agreement shall be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision, or section shall not affect any of the remaining provisions of this Agreement.
5. **Notices.** Notices regarding termination of this Agreement or participation therein shall be sent by the party via email and deemed served upon a "Read Receipt" received or in writing and deemed served upon depositing same with the United States postal Services as "Certified Mail, Return Receipt Requested" to the Waukesha County Office of Emergency Management and all Participating Jurisdictions.
6. **Governing Law.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Wisconsin.

7. **Execution in Counterparts.** This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.
8. **Captions.** Captions used in this Agreement are used for convenience only and shall not be used in interpreting or construing this Agreement.
9. **Survival.** Any payment or indemnification obligation incurred under this Agreement shall survive the termination of this Agreement.
10. **Non-Discrimination.** In the performance of the services under this Agreement each party agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.
11. **Compliance With Other Laws.** The parties agree to comply with all applicable Federal, State and local laws, codes and regulation in the performance of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated.

WAUKESHA COUNTY

Dated: _____

PARTICIPATING JURISDICTION:

Municipality

By: _____
Chief Elected Official (Executive, President, Mayor, or Chairman)

Date: _____

By: _____
Municipal Clerk

Date: _____



**Sussex Sled Bugs
Snowmobile Club, Inc.**

N68 W23775 Donna Drive
Sussex, WI 53089-0222

August 22, 2024

Jeremy Smith
% Village of Sussex
N64 W23760 Main Street
Sussex, WI 53089

RE: **Village of Sussex
Public Safety & Welfare Committee meeting
October 15, 2024 - 6:00 PM**

Jeremy:

The **Sussex Sled Bugs Snowmobile Club, Inc.** would appreciate being on the agenda, for the above referenced meeting. Club representatives will plan to attend the meeting at the Civic Center on Tuesday, October 15, to meet the current Committee members and to answer any questions they might have.

We will send a copy of our Certificate of Liability Insurance to the Village when received from our agent.

The desired sections of property for the 2024-2025 snowmobile season remain the same properties that we were granted for use, in the 2023-2024 season.

If you have any questions or need any other information, please call me, (262) 617-1137.

Sincerely,

SUSSEX SLED BUGS SNOWMOBILE CLUB, INC.

Karen Jeras, Secretary

cc: Jerry Fink, Trail Coordinator
Aaron Stehling, President
Monique Taylor, Vice President