

Michael Schmidt Chairperson

Jesse Liebenow Alderperson

Anthony DeBaker Alderperson CITY OF MAYVILLE PUBLIC SAFETY COMMITTEE MEETING AGENDA 6:00 PM MONDAY, AUGUST 26, 2024 CITY HALL, 15 S SCHOOL ST

### I. CALL TO ORDER AND ROLL CALL

### II. APPROVAL OF MINUTES

1. Approval of the Minutes of the July 22, 2024 Public Safety Committee

### III. CITIZEN COMMENTS

Citizen Comments are to be kept to a maximum of five minutes per speaker unless the chairperson allows an extension of time. Each citizen is to make comments at the podium after stating name and address. Each citizen may comment only one time per public hearing / meeting.

### IV. DISCUSS WITH POSSIBLE ACTION-

- 1. Monthly Fire Department Report to Public Safety Committee
- 2. Monthly Police Department Report to Public Safety Committee
- 3. Monthly EMS Department Report to Public Safety Committee
- 4. Discuss, with Possible Action, Ambulance Contract Renewals for 2025, 2026, and 2027
- 5. Discuss, with Possible Action, City of Mayville §317-5 Loud and Unnecessary Noise

# V. ADJOURNMENT

Michael Schmidt Chairperson

NOTE: Persons with disabilities requiring special accommodations for attendance at the meeting should contact City Hall at least one (1) business day prior to the meeting.



# Minutes – Public Safety Committee Meeting, July 22, 2024

### Call to Order

The meeting was called to order at 6:30 PM by Ald. Schmidt, with the following roll call:

Present: Ald. Michael Schmidt, Ald. Anthony DeBaker, and Ald. Jesse Liebenow.

Excused: None

Absent: None

Staff Present: Administrator Stephanie Justmann, Comptroller/Treasurer Nichole DeBaker, EMS

Director Christine Churchill, Devon Sellnow (EMS), and Clerk Anastasia Gonstead.

# Approval of Minutes

None.

## Citizen Comment

None.

## Monthly Fire Department Report to Public Safety Committee

A monthly report was provided in the agenda packet. No Fire Department representatives were available for the meeting. No action taken/needed.

# Monthly Police Department Report to Public Safety Committee

No Police Department representatives were available for the meeting. No action taken/needed.

### Monthly Fire Department Report to Public Safety Committee

Director Churchill reported to the Body. She provided an overview of staffing, recent fundraising, and upcoming events. No action taken/needed.

<u>Discuss</u>, with Possible Action, the Class "A" Retail Fermented Malt Beverage License Application for Tienda Mi Ranchito, Located at 102 S. Main St., Registered Agent: Norma B. Rodriquez, 308 Roberts St., Cambria, WI

Clerk Gonstead provided an overview of this item.

The motion to recommend Common Council approve the Class "A" Retail Fermented Malt Beverage License application for Tienda Mi Ranchito, located at 102 S. Main Street, was made by Ald. DeBaker and seconded by Ald. Liebenow.

Discussion: None.

Vote -3 ayes, 0 nays. Motion carried.

<u>Discuss</u>, with Possible Action, the Temporary "Class B" Wine License Application for St. Paul Lutheran Church, Located at 16 S Walnut Street, Event Date: September 10, 2024 Clerk Gonstead provided an overview of this item.

The motion to recommend Common Council approve the Temporary "Class B" Wine License application for St. Paul's Lutheran Church, located at 16 S. Walnut Street, was made by Ald. Liebenow and seconded by Ald. DeBaker.

Discussion: None.

Vote: 3 ayes, 0 nays. Motion carried.

# Discuss, with Possible Action, Inter-Facility Transport (EMS)

Director Churchill provided an overview of what inter-facility transport is, as well as the benefits to the City.

The motion to recommend Common Council approve inter-facility transport was made by Ald. DeBaker and seconded by Ald. Liebenow.

Discussion: None.

Vote: 3 ayes, 0 nays. Motion carried.

# Adjournment

The motion to adjourn at 6:37 PM was made by Ald. Liebenow and seconded by Ald. DeBaker. Vote – 3 ayes, 0 nays. Motion carried, meeting adjourned.

Respectfully submitted, Anastasia Gonstead – City Clerk

2024

# Ambulance Service Agreement

THIS AGREEMENT, made by and entered into on this 34 day of 2021 by and between the City of Mayville, (hereinafter referred to as "City") and the Village of Iron Ridge.

WHEREAS, the Village of Iron Ridge wishes to contract for EMT ambulance service from the City for all of its areas located within the limits of the Village of Iron Ridge.

WHEREAS, the Village of Iron Ridge is located outside the City's established EMT ambulance service primary response area; and WHEREAS the City wishes to provide this service to the Village of Iron Ridge.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and the Village, do agree as follows:

- SERVICES TO BE PROVIDED. The City shall provide ambulance service to the municipality as follows:
  - A. Hours of Service. Ambulance services shall be provided 24 hours per day and seven days per week to all parts of the municipality affected by this agreement.
  - B. Personnel. The City shall comply with all applicable government regulations regarding personnel for operating ambulance service equipment and vehicles.
  - C. Equipment. The City shall be responsible for providing all of its own equipment and comply with all applicable government regulations regarding equipment. The City shall be required to have on call one fully equipped and qualified front line ambulance unit based in the City.
  - D. Communications. The City shall be responsible for providing its own communications service and for developing its own plan for receiving calls and dispatching personnel and vehicles. The City shall maintain an adequate communication system to provide reasonable service to the municipality. The service shall also have communications by radio with local hospitals and County dispatch.

- E. Inspection. All operating procedures, equipment and supplies of the service may be inspected by the Village at any reasonable time. Inspections shall be conducted by the duly authorized agent of the Village.
- SUBSIDY. For such service, the Village of Iron Ridge shall to the City according to the following schedule:

2022	2023	2024
\$1,610	\$1,771	\$1.949

The subsidy in its entirety is to be paid to the City by January 31 of each calendar year. The subsidy amount may be reviewed every year by the City Council. The City will give a sixty day notice to the Village of Iron Ridge of any subsidy rate changes. The subsidy amount will remain in an account to be used for Major Equipment and/or Vehicle Purchases or Repairs.

- 3. AMBULANCE RATES. The City shall be entitled to charge the individual users of the service in accordance with the rate schedule contained on Exhibit "A" hereto which is incorporated by reference. The City shall have the right to increase those rates at any time provided it first gives notice to the Village of its intent to increase such rates and the reasons therefore.
- 4. TERMS OF AGREEMENT. The term of this agreement shall be for one (1) year commencing on the 1<sup>st</sup> day of January, 2022. It will be automatically renewed in its entirety on the first day of January, unless written notice of cancellation or desired changes is given by one part to another, 60 days prior to the renewal date.
- 5. INSURANCE. The City shall carry liability insurance with a minimum policy limit of \$1,000,000.00 together with incidental medical malpractice insurance at the highest available policy limit but not less than \$250,000.00 per injury. In addition, the City shall carry collision insurance and personal property insurance on all equipment and vehicles owned by the City as hereinafter provided. The cost of all insurance shall be borne by the City and to the extent permitted by law, vehicles and/or equipment may be insured by the City.
- OPERATING EXPENSE. All operating expenses, including personnel, equipment, insurance and any other operating expenses shall be the responsibility of the City.

- 7. ADVISORY COMMITTEE. An advisory committee shall be established comprised of a representative of the City and each of the Towns and Villages to which the City provides EMT service. The function of the advisory committee shall be to meet with the City, review matters and questions which arise pertinent to the ambulance service, and to make recommendations to the various Towns and Villages regarding proposed rate increases and other ambulance matters, related or unrelated. Each participating Town and Village shall appoint one representative to the committee. The representatives from the City will be the EMS Coordinator and the Finance Chair. This committee will meet annually during the month of July each year.
- 8. Payment for Service. In the event that the City of Mayville's billing representative is unsuccessful in obtaining payment for an ambulance call within the Village, the bill will then be turned over to the Village. The Village shall be responsible for paying the City's billing representative for the services rendered within 30 days after receipt of the bill.

IN WITNESS WHEREOF, the duly authorized representatives of the municipality and the operator have hereunto set their hands and seals with full authority to do so.

Date: 11 29 21	
City of Mayville	
By: 1/lb Bolet	, Mayor
BY: STOCKER	, Clerk
Village of Iron Ridge	
BY: 1	, President
BY: With Landest	. Clerk

2024

# Ambulance Service Agreement

THIS AGREEMENT, made by and entered into on this day of Occamber, 2021 by and between the City of Mayville, (hereinafter referred to as "City") and the Town of Lomira.

WHEREAS, the Town of Lomira wishes to contract for EMT ambulance service from the City for all of its areas located within the limits of the Town of Lomira.

WHEREAS, the Town of Lomira is located outside the City's established EMT ambulance service primary response area; and WHEREAS the City wishes to provide this service to the Town of Lomira.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and the Town, do agree as follows:

- 1. SERVICES TO BE PROVIDED. The City shall provide ambulance service to the municipality as follows:
  - A. Hours of Service. Ambulance services shall be provided 24 hours per day and seven days per week to all parts of the municipality affected by this agreement.
  - B. Personnel. The City shall comply with all applicable government regulations regarding personnel for operating ambulance service equipment and vehicles.
  - C. Equipment. The City shall be responsible for providing all of its own equipment and comply with all applicable government regulations regarding equipment. The City shall be required to have on call one fully equipped and qualified front line ambulance unit based in the City.
  - D. Communications. The City shall be responsible for providing its own communications service and for developing its own plan for receiving calls and dispatching personnel and vehicles. The City shall maintain an adequate communication system to provide reasonable service to the municipality. The service shall also have communications by radio with local hospitals and County dispatch.

- E. Inspection. All operating procedures, equipment and supplies of the service may be inspected by the Town at any reasonable time. Inspections shall be conducted by the duly authorized agent of the Town.
- 2. SUBSIDY. For such service, the Town of Lomira shall pay to the City according to the following schedule:

2022	2023	2024
\$4,027	\$4,430	\$4,873

The subsidy in its entirety is to be paid to the City by January 31 of each calendar year. The subsidy amount may be reviewed every year by the City Council. The City will give sixty days notice to the Town of Lomira of any subsidy rate changes. The subsidy amount will remain in an account to be used for Major Equipment and/or Vehicle Purchases or Repairs.

- 3. AMBULANCE RATES. The City shall be entitled to charge the individual users of the service in accordance with the rate schedule contained on Exhibit "A" hereto which is incorporated by reference. The City shall have the right to increase those rates at any time provided it first gives notice to the Town of its intent to increase such rates and the reasons therefore.
- 4. TERMS OF AGREEMENT. The term of this agreement shall be for one (1) year commencing on the 1<sup>st</sup> day of January, 2022. It will be automatically renewed in its entirety on the first day of January, unless written notice of cancellation or desired changes is given by one part to another, 60 days prior to the renewal date.
- 5. INSURANCE. The City shall carry liability insurance with a minimum policy limit of \$1,000,000.00 together with incidental medical malpractice insurance at the highest available policy limit but not less than \$250,000.00 per injury. In addition, the City shall carry collision insurance and personal property insurance on all equipment and vehicles owned by the City as hereinafter provided. The cost of all insurance shall be borne by the City and to the extent permitted by law, vehicles and/or equipment may be insured by the City.
- OPERATING EXPENSE. All operating expenses, including personnel, equipment, insurance and any other operating expenses shall be the responsibility of the City.

- 7. ADVISORY COMMITTEE. An advisory committee shall be established comprised of a representative of the City and each of the Towns to which the City provides EMT service. The function of the advisory committee shall be to meet with the City, review matters and questions which arise pertinent to the ambulance service, and to make recommendations to the various Towns regarding proposed rate increases and other ambulance matters, related or unrelated. Each participating Town shall appoint one representative to the committee. The representatives from the City will be the EMS Coordinator and the Finance Chair. This committee will meet annually during the month of July each year.
- 8. Payment for Service. In the event that the City of Mayville's billing representative is unsuccessful in obtaining payment for an ambulance call within the Town, the bill will then be turned over to the Town. The Town shall be responsible for paying the City's billing representative for the services rendered within 30 days after receipt of the bill.

IN WITNESS WHEREOF, the duly authorized representatives of the municipality and the operator have hereunto set their hands and seals with full authority to do so.

Date: 12/8/2021	
City of Mayville	
By: The Boller	, Mayor
BY: DUUL	, Clerk
Town of Lomira	
BY: Affrykful	, Chairperson
BY: Sharon Belling	, Clerk

2024

# Ambulance Service Agreement

THIS AGREEMENT, made by and entered into on this 15th day of Occar bor 2021 by and between the City of Mayville, (hereinafter referred to as "City") and the Town of LeRoy.

WHEREAS, the Town of LeRoy wishes to contract for EMT ambulance service from the City for all of its areas located within the limits of the Town of LeRoy.

WHEREAS, the Town of LeRoy is located outside the City's established EMT ambulance service primary response area; and WHEREAS the City wishes to provide this service to the Town of LeRoy.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and the Town, do agree as follows:

- SERVICES TO BE PROVIDED. The City shall provide ambulance service to the municipality as follows:
  - A. Hours of Service. Ambulance services shall be provided 24 hours per day and seven days per week to all parts of the municipality affected by this agreement.
  - B. Personnel. The City shall comply with all applicable government regulations regarding personnel for operating ambulance service equipment and vehicles.
  - C. Equipment. The City shall be responsible for providing all of its own equipment and comply with all applicable government regulations regarding equipment. The City shall be required to have on call one fully equipped and qualified front line ambulance unit based in the City.
  - D. Communications. The City shall be responsible for providing its own communications service and for developing its own plan for receiving calls and dispatching personnel and vehicles. The City shall maintain an adequate communication system to provide reasonable service to the municipality. The service shall also have communications by radio with local hospitals and County dispatch.

- E. Inspection. All operating procedures, equipment and supplies of the service may be inspected by the Town at any reasonable time. Inspections shall be conducted by the duly authorized agent of the Town.
- 2. SUBSIDY. For such service, the Town of LeRoy shall annually pay to the City according to the following schedule:

2022	2023	2024
\$8,053	\$8,858	\$9,744

The subsidy in its entirety is to be paid to the City by January 31 of each calendar year. The subsidy amount may be reviewed every year by the City Council. The City will give sixty days notice to the Town of LeRoy of any subsidy rate changes. The subsidy amount will remain in an account to be used for Major Equipment and/or Vehicle Purchases or Repairs.

- 3. AMBULANCE RATES. The City shall be entitled to charge the individual users of the service in accordance with the rate schedule contained on Exhibit "A" hereto which is incorporated by reference. The City shall have the right to increase those rates at any time provided it first gives notice to the Town of its intent to increase such rates and the reasons therefore.
- 4. TERMS OF AGREEMENT. The term of this agreement shall be for one (1) year commencing on the 1<sup>st</sup> day of January, 2022. It will be automatically renewed in its entirety on the first day of January, unless written notice of cancellation or desired changes is given by one part to another, 60 days prior to the renewal date.
- 5. INSURANCE. The City shall carry liability insurance with a minimum policy limit of \$1,000,000.00 together with incidental medical malpractice insurance at the highest available policy limit but not less than \$250,000.00 per injury. In addition, the City shall carry collision insurance and personal property insurance on all equipment and vehicles owned by the City as hereinafter provided. The cost of all insurance shall be borne by the City and to the extent permitted by law, vehicles and/or equipment may be insured by the City.
- OPERATING EXPENSE. All operating expenses, including personnel, equipment, insurance and any other operating expenses shall be the responsibility of the City.

- 7. ADVISORY COMMITTEE. An advisory committee shall be established comprised of a representative of the City and each of the Towns to which the City provides EMT service. The function of the advisory committee shall be to meet with the City, review matters and questions which arise pertinent to the ambulance service, and to make recommendations to the various Towns regarding proposed rate increases and other ambulance matters, related or unrelated. Each participating Town shall appoint one representative to the committee. The representatives from the City will be the EMS Coordinator and the Finance Chair. This committee will meet annually during the month of July each year.
- 8. Payment for Service. In the event that the City of Mayville's billing representative is unsuccessful in obtaining payment for an ambulance call within the Town, the bill will then be turned over to the Town. The Town shall be responsible for paying the City's billing representative for the services rendered within 30 days after receipt of the bill.

IN WITNESS WHEREOF, the duly authorized representatives of the municipality and the operator have hereunto set their hands and seals with full authority to do so.

Date:	
City of Mayville	
By: Ab Bock	, Mayor
BY: DOUBLE	, Clerk
Town of LeRoy	
BY: Linda Schanfragel	Chairperson
BY: Sander S. Forth	_, Clerk
of agenored Collier	)
Susan Gassner	

From: Mayor Boelk
To: Anastasia Gonstead
Subject: Fwd: Ordinance

**Date:** Tuesday, August 20, 2024 2:34:25 PM

# Please add to public safety packet

Mayor

Sent from my U.S.Cellular© Smartphone Get <u>Outlook for Android</u>

From: roockriverump@gmail.com <roockriverump@gmail.com>

**Sent:** Tuesday, August 20, 2024 1:33:10 PM **To:** Ken Neumann <ward5@mayvillecity.com>

Cc: maremt5@gmail.com <maremt5@gmail.com>; Mayor Boelk <Mayor@mayvillecity.com>

Subject: Ordinance

I'm Rick Breitkreutz and my wife is Mary. We live at 1082 crystal lane. This past sat we had our annual party with live music in our driveway. We were called in for a noise complaint anonymously around 9:15pm. Mayville's police officer was extremely polite and courteous during our talk. I'm emailing because I believe the noise ordinance is strangely quite off base. I could not have amplified sound after 5:00pm that carries more than 200ft from its origin. Don't know about you but that's not much and it's certainly early. If Mayville's policy is to continue with this ordinance then aren't most events downtown, at Fireman's park and any High school game technically in violation of the ordinance? Please look at the ordinances and tell me what you think based upon my thoughts.

Thank you Rick Breitkreutz Sent from my iPhone

City of Mayville, WI Tuesday, August 20, 2024

# Chapter 317. Peace and Good Order

# § 317-5. Loud and unnecessary noise.

- A. General. No person shall make or cause to be made any loud, disturbing or unnecessary sounds or noises such as may tend to annoy or disturb a person of ordinary sensibilities in or about any public street, alley or park or any private residence.
- B. Sound-amplifying equipment. The following regulations shall apply to the use of sound-amplifying equipment within the City:
  - (1) Sound-amplifying equipment shall be permitted only to publicize events of community-wide interest and importance which are of a noncommercial nature.
  - (2) The only sounds permitted shall be music and human speech.
  - (3) Sound-amplifying equipment shall be used only between 9:00 a.m. and 5:00 p.m.
  - (4) No sound advertising shall be permitted on Sundays or legal holidays.
  - (5) The volume of sound shall be controlled so that it will not be audible for a distance in excess of 200 feet from its source and so that the volume of sound emitted therefrom shall not be unreasonably loud, raucous, jarring, disturbing or a nuisance to persons within the area of audibility.
- C. Construction and machinery noise. No person shall do construction work or operate any chain saw, lawn mower or any other loud machinery of similar nature between the hours of 9:00 p.m. and 7:00 a.m. except for emergencies. This provision shall not apply to public works construction or any other government projects.

[Amended 5-8-2006 by Ord. No. 982-2006]