



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | vi.williamsbay.wi.gov

Phone: 262-245-2700

NOTICE

FINANCE & PERSONNEL (F&P) COMMITTEE MEETING

MONDAY, JUNE 15, 2026 AT 9:00 AM

Village Hall Council Room

250 Williams Street

Williams Bay, WI 53191

There may be a quorum of Village Trustees present, no board business will be conducted.

The meeting will be live-streamed on the Village of Williams Bay's YouTube, which can be found here: <https://youtube.com/live/qtPQZgz6YPw?feature=share>

AGENDA

The following agenda items may be considered for Discussion, Consideration, or Action

- I. Call to Order
- II. Roll Call
- III. Discussion and Possible Action on Proposal Option(s) From the Village of Fontana for Providing Fire Protection Services for the Village of Williams Bay. *The Village Board of Trustees approved the selection of the Village of Fontana for Fire Protection Services. The Protective Services Committee recommended approval of Village of Fontana Option 3A which transitions Williams Bay and Fontana into a single Fire Department with Fontana Fire Department assuming responsibility for Williams Bay fire protection with Williams Bay fire station staffing of two 24-hour dual-certified (fire/EMS) personnel with fire apparatus responding from the Williams Bay and Fontana Fire Station staffing three (3) 24-hour personnel plus Chief (day) position.*
- IV. Discussion and Possible Action on Police Department Community Service Officer (CSO) Position Description. *The Village Board approved budget amendment to fund the CSO position. The Protective Service Committee recommended approval of the CSO Position Description.*
- V. Discussion and Possible Action on Building Inspections Services Proposals. *The Building, Zoning and Ordinance Committee recommended approval of the proposal from Municipal Code Enforcement (MCE)*
- VI. Adjourn

Lowell Wright
Finance & Personnel Chair

Requests from persons with disabilities, who need assistance to participate in this meeting or hearing, should be made to the Village Clerk's office in advance so the appropriate accommodations can be made.

Posted: 06/12/2026 5:00 PM

Fire Services Proposals -- April 2026

Village of Fontana

			Options		
	1	2	3a	3b	3c
Existing Fire/Rescue/Dive Expenses	\$154,608	\$0	\$0	\$0	\$0
EMS Expense (budgeted)	\$1,047,644	\$1,047,644	\$1,047,644	\$1,047,844	\$107,644
Fontata Fire Charge	\$123,513	\$135,775	\$141,501	\$177,467	\$239,686
Subtotal	\$1,325,765	\$1,183,419	\$1,189,145	\$1,225,311	\$347,330
Delete Rescue/Dive	\$73,182	\$0	\$0	\$0	\$0
2% Dues (revenue retained by WB)	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000
Total	\$1,207,583	\$1,138,419	\$1,144,145	\$1,180,311	\$302,330
Add to budget	\$50,331	-\$18,833	-\$13,107	\$22,859	\$85,078

Option 1: Fontana supplements WB as current

Option 2: Fontana provides WB Fire services from Fontana Stations

Option 3a: Fontana provides WB fire services from WB Station

Option 3b: Fontana provides WB fire services from WB station, increased staffing

Option 3c: Fontana provides WB fire services from WB station, increased staffing

Assumptions

WB fire, rescue and dive expenses are eliminated



FONTANA FIRE DEPARTMENT

VILLAGE OF WILLIAMS BAY REQUEST FOR PROPOSAL FOR FIRE SERVICES



COMMUNITY DRIVEN | PROVEN SERVICE | STRONGER TOGETHER



FONTANA FIRE DEPARTMENT

190 FONTANA BVD / PO BOX 200
FONTANA, WISCONSIN 53125

The following response provides detailed explanations, supporting documentation, and recommendations for service delivery by, or in combination with, the Fontana Fire Department.

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FONTANA FIRE DEPARTMENT

190 FONTANA BVD / PO BOX 200

FONTANA, WISCONSIN 53125

Phone 262-275-2131 Email: Firehouse@vi.fontana.wi.gov

1. COVER LETTER

April 19, 2026

Village of Williams Bay Board
c/o Village Administrator David Lothspeich
250 Williams Street / P.O. Box 580
Williams Bay, WI 53191

Dear Members of the Village of Williams Bay Board,

On behalf of the Fontana Fire Department, I am pleased to submit our response to the Village of Williams Bay Request for Proposal for Fire Services. We appreciate the opportunity to present our qualifications, organizational structure, and service delivery options for consideration as Williams Bay evaluates the future of its fire protection and prevention.

The Fontana Fire Department is a highly trained, combination fire and EMS organization staffed by full-time, part-time, and paid-on-call personnel. Over the past decade, we have successfully expanded our service model through intergovernmental agreements, including our ongoing emergency services with Williams Bay and Walworth Township. These partnerships reflect our commitment to regional cooperation, operational efficiency, and high-quality emergency preparedness and response.

The Fontana Fire Department is supported by a strong local governance structure, experienced leadership, and a proven staffing model that is fully capable of meeting the requirements outlined in the RFP. We recognize the importance of Williams Bay's unique characteristics, and our proposal reflects these considerations to provide a scalable framework designed to adapt to changing service demands while maintaining a high standard of public safety.

The Fontana Village Administrator, Theresa Loomer, can be contacted for price and contract inquiries. Chief Manthy can be contacted with technical questions.

Theresa Loomer - Fontana Village Administer

tloomer@vi.fontana.wi.gov

Phone: (262) 275-6136 Fax: (262) 275-8088

Richard Manthy Jr.-Fontana Fire Chief

rmanthy@vi.fontana.wi.gov

Office: 262-375-2131 Cell: 847-302-5944

Thank you for your consideration of our proposal. We look forward to the opportunity to discuss our submission further with the Village Board, committees, and staff.

Respectfully submitted,

Richard Manthy Jr
Fire Chief - Fontana Fire Department

2. DEPARTMENT BACKGROUND AND STATEMENT OF EXPERIENCE

The following is an overview of Key Fontana Fire Department personnel including all Fontana Fire Officers. Information is limited to personal achievements, formal certifications and significant accomplishments.

CHIEF OFFICERS

Name and rank – Richard Manthy Jr. – Fire Chief

Length of Service with Fontana FD – 12 Years

- 2014-2022 Paid-on-call Firefighter Paramedic
- May-2022 - Deputy Chief
- October 2023 - Interim Chief & Oct 2024- Fire Chief

Previous Fire Department / EMS Experience:

- Arlington Heights IL Fire Dept -1999 to Present (108 sworn firefighters)
Battalion Chief (2022-Present), Division Chief (2017-22), Lieutenant (2011-17),
Engineer (2007-11), Firefighter Paramedic (1999-07), Fire Academy Instructor (2001-15)
- Mercy Hospital - 2015-present - Basic, Pediatric and Advanced Life Support Instructor
- Salem WI Volunteer Fire Department 1986-1998 – Firefighter/PM – EMS Assistant Chief

Education

- *Associate's Degree in Fire Science (Presidential Scholar)*-Oakton College, Des Plaines, IL
- *Bachelor of Science in Business Management* - University of WI Parkside, Kenosha, WI
- *Graduate Certificate in Public Administration* – Northern Illinois University, Dekalb, IL

Certifications - WI Firefighter II, WI Motor Pump Operator, WI EMS Instructor, WI Fire Inspector, WI Paramedic, CPR Instructor, ACLS, PALS Instructor, Incident Safety Officer
IL Certifications - Instructor I & II, Officer I & II, Chief Fire Officer (CFO), and Fire Apparatus Engineer.

Biography – Started in the fire service in 1986 as an Explorer Scout for Salem Volunteer Fire Department. Experience in working with small volunteer, mid-sized combinations, and large urban fire departments. Worked on fire or EMS services in Walworth County since 1992.

Strong commitment to training, education, and firefighter mental health. State of Illinois advisory committee on mental health, Illinois Fire Chiefs Association legislative committee, and currently serves as a Board member for Ascension Behavioral Health in Arlington Heights.

Fontana FD Officer Background

Name and Rank – Jon Kemmett - Deputy Chief

Length of Service with Fontana FD – 43 years - Started January 3, 1983; Captain 1986-1991, Assistant Chief 1991-1994, Chief 1994-2008, Assistant Chief 2008-2025, Deputy Chief 2025-Present. Started Fontana EMS April 2004, Captain – Intermittent Chief 2007-2013 when departments combined.

Previous Fire Department Experience - City of Beloit FD – Full-time 1996 – 2015 (retired) Went through the ranks of firefighter, Motor Pump Operator, and Acting Lieutenant. Wisconsin Task Force 1 (WITF 1) Urban Search and Rescue Team 2008 – present. Fire Instructor Blackhawk Technical college 2010 - 2020

Education – Blackhawk Technical College classes on Fire Department Management, & Personnel Management

Certifications – Wisconsin Firefighter 3, Wisconsin Fire Officer 1, Wisconsin AEMT, NIMS 300, Numerous classes, trainings, and seminars on all aspects of the fire and EMS service.

Biography – Started with the Fontana Fire Department in January of 1983 after being asked to join by a current member and wanting to help my community. Joined Fontana EMS in April of 1984. With both departments I immediately attended classes obtaining my WI Firefighter 1 and EMT Basic. I worked my way up through the ranks of both organizations to the position of Chief. I Worked for the City of Beloit WI Fire Department for 21 years, retiring in 2015 as an Acting Lieutenant. During my time with Beloit FD started with newly formed Wisconsin urban search and rescue team WITF 1, which I am still active with today. Prior to joining in 1983 I was very active in Scouting obtaining the Rank of Eagle Scout. Later after being in the fire department, I helped start an Explorer Post for young people interested in firefighting and EMS.

Name and rank – Peter Ackman – Assistant Chief

Length of Service with Fontana FD – 18 Years - May 2008

Certifications – Fire Fighter 1, Advanced Open Water Diver, CPR-AED, ICS 100, 200, and 700.

Biography – I have been a dedicated member of the Fire Department since joining in May 2008. Having lived and worked in Fontana, Williams Bay, and Walworth Township my entire life, I have a deep-rooted understanding of the area and its residents.

Over my nearly two-decade career, I have witnessed the department's significant evolution, playing an active role in its successful transition from a Paid-on-Call (POC) organization to a full-time professional department. This first-hand experience during the department's growth has fueled my commitment to its continued success. I have a unique perspective on the department's history and a personal stake in its future. I remain dedicated to ensuring the department continues to provide the highest level of service to the communities that raised me.

Fontana FD Officer Background

CAPTAINS AND LIEUTENANTS

Name and Rank – Zachary J Budill - Duty Crew Captain

Length of Service with Fontana FD – 7 years - Starting in August of 2019

Previous Fire Department Experience - City of Lake Geneva Fire 2010-2015, Potosi MO Fire and EMSS 2015-2018, Paramount Private ambulance service, 2015-2018,

Education – Technical Diploma Paramedic, Gateway Technical College.

Certifications – Firefighter I, Firefighter II, NREMT Paramedic, Fire Officer I, Fire Officer II, Fire and Emergency Services Instructor I, WI Paramedic, ACLS, PALS, CPR Instructor, WI Driver/Operator-Pumper.

Biography – Currently, I am an experienced fire service professional with over 16 years of dedicated service in fire prevention, emergency response, and life safety operations. Currently, in my role as Captain with the Fontana Fire Department, I am responsible for delivering high-quality fire protection services, ensuring compliance with regulatory standards, and supporting mission-critical emergency preparedness initiatives. As a resident of the Geneva Lake area for 30 years, I couldn't be prouder of our services and what we can provide to the residents that I call neighbors, friends, and Family.

Name and rank – Stanton Livingston – Paid-On-Call Captain

Length of Service with Fontana FD – 12 Years – March 2014

Previous Fire Department Experience 4 years with the naval crash and salvage crew aboard the USS Nimitz CVN—68, 15 years with The Bennington Fire department. (Lieutenant for last 6 years)

Education – Some College Courses

Certifications – Fire 1, Hazardous Material Awareness, Hazardous Material Decontamination, Incident Safety Officer,

Biography – I am married with 4 kids, Twin boys and two girls, I was in the military and served aboard the USS Nimitz CVN-68 aircraft carrier. I have owned a Landscaping/Construction company since 1999. I enjoy spending time with my family and anything that has to do with being outdoors.

Fontana FD Officer Background

Name and rank – Cody Heindl – Duty Crew Lieutenant

Length of Service with Fontana FD – 11 Years - November 2015

Previous Fire Department Experience – Prior to joining the Fontana Fire Dept. I did a stint as an Intern at the Town of Madison

Education – Enrolled in associate's degree in fire science at Gateway technical College. Completed EMT and Advanced EMT at Gateway technical college.

Certifications – Firefighter 1, Firefighter 2, Motor Pump Operator, Fire Officer 1, Fire Officer 2, Instructor 1, Emergency Service Instructor 2, Live Fire Instructor, WI Advanced EMT

Biography –I am a Lieutenant/AEMT with the Fontana Fire Department, where I have served since 2015. As a fourth-generation firefighter, I take great pride in the fire service/ emergency medical field and am committed to continually improving myself both educationally and skill-wise to provide the highest level of service and care to the communities I serve.

Throughout my career, I have had the opportunity to witness the department's growth from a POC agency supplemented by contracted EMT/Firefighters into the professional organization it is today. I am proud to have been part of that transformation and am excited to see the department continue to grow as we strive to protect and serve our communities to the best of our abilities.

Name and rank – Erik Olsen – Duty Crew Lieutenant

Length of Service with Fontana FD – 3.5 Years

Previous Fire Department Experience - I have been in Fire and EMS since 2004. 22 years total

Education – Paramedic through Mercy Health and Critical Care through the University of Baltimore Maryland. Currently enrolled in UW Milwaukee for Community Paramedic

Certifications –Critical Care Paramedic, WI Fire 1, Fire 2, MPO, Officer 1, Officer 2, Instructor 1

Biography – Critical Care Paramedic and Firefighter active in the fire service since 2004 and worked in or around Walworth County since 2007. Passionate about teaching and serves as an instruct for Brew City Fools along with being a training Officer in Fontana. I am also still a volunteer in my hometown fire department.

3. SCOPE OF REQUIRED SERVICES

EXECUTIVE SUMMARY

Williams Bay and Fontana-on-Geneva Lake have already built a strong working relationship through their collaboration on emergency medical services, and we believe this partnership would be further strengthened by including fire service. Section J, “Implementation,” outlines several options for fire service delivery to Williams Bay, all of which provide flexibility to utilize existing full-time and part-time staff to deliver fire services alongside current EMS functions.

- Option 1 - Working in partnership with Williams Bay Fire Department, Fontana would co-respond with Williams Bay Fire on all fire incidents in the same manner as the current mutual aid agreement.
- Option 2 – Fontana provides Williams Bay fire service from the Fontana Fire Station. EMS operations would operate from Williams Bay, and fire apparatus would respond from Fontana.
- Option 3 – Fontana provides Williams Bay fire service from both Fontana and Williams Bay fire stations. Williams Bay fire station personnel would respond with the ambulance or fire apparatus based on the call type; the Fontana fire station would supplement additional resources as needed.

Fontana Fire Department identifies “Option 3” as the approach that would best serve Williams Bay residents and businesses by establishing a unified Fire and EMS Department operating from both the Williams Bay and Fontana fire stations.

Several cross-staffed fire and EMS models are included under option 3. The first, option 3A, maintains current staffing of two 24-hour personnel in Williams Bay and has the least impact on Williams Bay’s current fire budget. If selected to provide fire service, Fontana recommends expanding future Williams Bay staffing to include a third position during the daytime hours or on a 24-hour basis (Options 3B & 3C).

A. GOVERNANCE AND OVERSIGHT

Fontana Fire Department has been serving the Village of Fontana and neighboring communities since 1930, transitioning from separate fire and rescue organizations to a combined municipal fire department. The Fire Department reports to several layers of local governance to provide effective and transparent structure.

- Village of Fontana-on-Geneva Lake Committees
 - Protection Committee- Oversees policies and regulatory control.
 - Finance Committee - Responsible for budgetary oversight.
 - Human Resources Committee – Personnel items not covered by Police & Fire Commission.
 - Emergency Management Committee – Responsible for Fontana’s Emergency Response Plan.
- Fontana Village Administrator – The Fire Chief reports directly to the Village Administrator who implements policies set by the Village Board, ensures that the department operates within municipal regulations, oversees the fire department budget, and assists with strategic planning. Holds Monthly department head meetings with Police, Fire, Public Works, Planning, and Library representatives.
- Fontana Village Board - Serves as the governing and policy-setting authority over the Fire Department. Its role is high-level focused on oversight, funding, and accountability.
- Fontana Police and Fire Commission (PFC) – An independent body created to ensure the Fontana police and fire departments are staffed and managed in accordance with Wisconsin statutes. Its authority is separate from the Village Board focusing on oversight related to hiring, promotions, and discipline.

- Joint Emergency Services Committee – Provides review and comments regarding current and future fire and EMS budgets and expenditures. The committee is made up of two representatives from Fontana, two representatives from Williams Bay, the Fontana Fire Chief, and one representative from Walworth Township.
- Fontana / Williams Bay Joint Board Meetings – Fontana and Williams Bay Village Boards meet regularly to review EMS operations and budget status. Fontana FD provides monthly reports with response data, department updates, staffing summary, and EMS response information.
- Fontana Fire Chiefs routinely attend Village Board and Committee meetings for all jurisdictions served by the Fontana Fire Department. Chief officers also attend Walworth County governance meetings and are active in Mutual Aid Box Alarm System (MABAS) Division 103.

Williams Bay Considerations - The following would be would be additional governance and oversight for Williams Bay fire service delivery under options 2 and 3.

- Fontana Fire Department will provide full responsibility for Williams Bay fire services.
- The Joint Emergency Services committee language from the EMS IGA would be added.
- The Fontana Fire Department and Fontana Fire Chief would be recognized as the authority having jurisdiction for Williams Bay Fire service delivery.
- Fontana to deliver regular reports including:
 - Response data and performance metrics.
 - Staffing updates.
 - Budget and cost tracking.
 - Fire inspections and short-term rentals.
- Fontana to participate in Williams Bay joint governance structure, including, but not limited to:
 - Village Board and committee meetings.
 - Joint Emergency Services Committee representation.
 - Participation in Williams Bay planning commission meetings.
 - Ensure transparency, accountability, and intergovernmental coordination.

B. ORGANIZATIONAL STRUCTURE

The Fontana Fire Department follows a para-military structure with several layers of fire department officers. Span of control is designed to have each officer responsible for no more than six personnel.

Chief Positions (3)

- Fire Chief - Oversees all department operations- part-time salaried position (30 hours/week)
- One Deputy Chief – Hourly part-time assigned to weekdays that the Chief is not in the office.
- One paid-on-call (POC) Assistant Chief - Responds direct from home/work to emergency incidents and serves as incident command or support on emergency incidents.

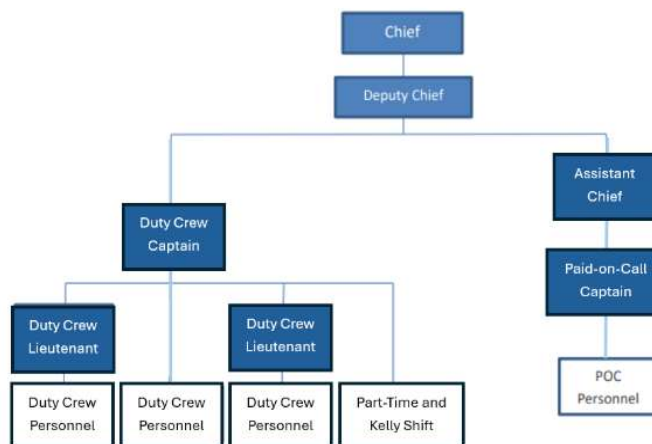
Captains and Lieutenants (4)

- One POC Captain - Responds directly to emergency incidents and is responsible for uniforms.
- One full-time Duty Crew Captain assigned to a 24-hour shift; oversees shift personnel and Lieutenants. Manages scheduling, station operations, technology, and onboarding.
- Two full-time Duty Crew Lieutenants manage daily 24-hour shift operations (up to six staff), with one overseeing EMS/reporting and the other handling fire training, apparatus, and equipment.

Mutual Aid Officers - Fontana Fire works closely with Williams Bay, Walworth, and Delavan Township to provide additional officers as needed. MABAS also automatically dispatches Chiefs to larger incidents.

Fontana FD Organiztioinal Chart

Fontana Fire Department’s organizational and job descriptions Policy (P-100.1) clearly defines fire department chain of command and structure. The Fontana Fire Department has separate job descriptions for each full-time, part-time, and paid-on-call position within the organization. Span of control is limited to no more than six personnel working under one supervisor.



Williams Bay Considerations –One additional POC Assistant Chief and potential of up to two additional POC officers could be added under options 2 and 3.

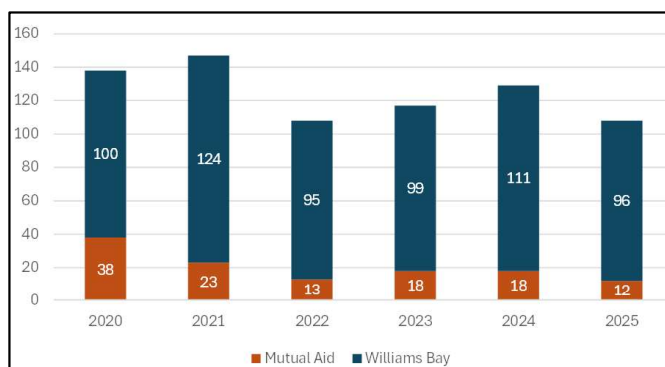
- Lateral officer transfers from Williams Bay would be considered based on recommendations from the Village of Williams Bay.
- Hiring and promotions would be required to follow the Fontana hiring policies and Police and Fire Commission promotional requirements.
- Additional Officers would receive an on-call stipend of five hours of pay per week.

C. LEVEL OF SERVICE

Williams Bay Fire Department averages 104 fire incidents annually within the village, along with 20 mutual aid responses to other municipalities, based on five-year Walworth County Dispatch data (excluding EMS incidents). Fontana Fire Department has the resources to provide effective fire protection services to Williams Bay, with capacity to expand as needed.

Williams Bay Fire Incidents 2020-2025

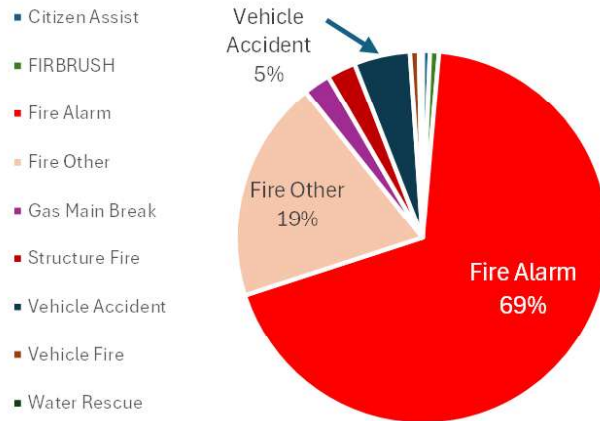
YEAR	Mutual Aid	Williams Bay	Total
2020	38	100	138
2021	23	124	147
2022	13	95	108
2023	18	99	117
2024	18	111	129
2025	12	96	108



Fire incidents in Williams Bay are primarily fire alarms (69%), other fire-related calls such as dumpster fires, odor investigation etc. (19%), and vehicle accidents (5%). These incidents are typically handled by a single unit with two to three personnel over 30–45 minutes. Full-time and part-time staff from the Williams Bay or Fontana stations can consistently manage these calls without relying on paid-on-call personnel or mutual aid, while maintaining the ability to handle additional incidents within the Fontana FD response area.

2020-2025 - WB Incident Types

Dispatch CFS Code	Total Incidents	Percentage
Fire Alarm	439	68.6%
Fire Other	123	19.2%
Vehicle Accident	31	4.8%
Structure Fire	16	2.5%
Gas Main Break	15	2.3%
Brush Fire	5	0.8%
Vehicle Fire	5	0.8%
Citizen Assist	4	0.6%
Water Rescue	2	0.3%



Use of Mutual Aid - Large incidents requiring additional apparatus and personnel would be supplemented by paid-on-call staff or by recalling full-time and part-time personnel. In rare cases, automatic aid, mutual aid, or the Mutual Aid Box Alarm System (MABAS) would be utilized.

A recent example is a Fontana structure fire on April 8, 2026. The initial dispatch included all Fontana fire resources, along with engines from Williams Bay, Walworth, Hebron and Lake Geneva, three additional Chiefs, and an ambulance from Elkhorn to provide EMS on scene. Fontana responded with 18 firefighters, EMTs, and officers, staffing one ambulance, three fire apparatus, and the fire boat.

Insurance Service Organization (ISO) – CLASS 3 – Fontana Fire earned a Class 3 ISO rating in 2023 on a scale of 1 to 10, with 1 being the best and 10 the worst. Class 3 departments are generally considered high-performing, well-equipped, and capable of effectively handling serious fires ([Elmore, 2025](#)). ISO ratings are commonly used to help establish commercial fire insurance rates, with some insurers also applying them to residential properties ([WIDSPS, 2025](#)). Fontana Fire would work to improve Williams Bays ISO rating.

Williams Bay Considerations – Williams Bay faces several current and emerging challenges in fire service delivery. Fontana Fire would address these through robust fire inspection, public education, and community risk reduction programs, and has experience in providing planning input with the Fontana Plan Commission team. The following examples are areas with a potential impact on fire protection for Williams Bay.

- Preserve Development – The planned transition of 137 acres of the former George Williams College into a combined nature preserve and resort.
- Downtown Master Plan – Ongoing comprehensive planning for downtown Williams Bay, with several completed projects, will continue to shape emergency service demands.
- Kishwaukee Nature Preserve – Requires support for natural area protection, large events, wildland response, and medical calls in remote locations.
- Residential Developments – Recent large-scale housing growth requires awareness of evolving construction types, water supply considerations, and resource deployment.
- Williams Bay Public Schools - Fontana Fire already provides services to area schools and offers a strong public education program, including fire extinguisher training, fire safety classes, CPR/first aid, and safety outreach for both students and staff.
- Geneva Lakefront – Fontana maintains extensive water-response capabilities and regularly trains for water-related and on-shore emergencies.

The 2024 Public Administration Associates study relied on Wisconsin Department of Administration population projections to estimate minimal growth for Williams Bay and Fontana ([PAA, 2024](#)). Based on the factors outlined above, actual growth may exceed these projections, and Fontana has the resources to remain flexible in meeting increased service demands.

Table 3. Combined Fontana and Williams Bay populations

Year	Current permanent population	2040 population projection
Permanent	4,864	5,621
Seasonal	11,389	12,391
Total Peak Population	16,253	18,012

D. PROFESSIONAL / PAID-ON-CALL / VOLUNTEER STAFFING METHODS

Fontana Fire Department’s 40 members function as a combination of career, part-time, and paid-on-call personnel, providing daily staffing of five 24-hour positions and a sixth daytime position, supplemented by paid-on-call staff. A roster of Fontana personnel, including year of hire and certifications, is included as “[Appendix A](#)”. The following is a breakdown of Fontana FD’s current and new-hire personnel:

- **Chief Positions** – The Chief and Deputy Chief split weekday office hours from 9 am to 5 pm. The Assistant Chief is a paid-on call position responding from home or work.
- **13 Full-time Positions** – Daily staffing of four 24-hour positions (365 days/yr).
 - Ten firefighter paramedics and three firefighters EMTs / Advanced EMTs.
 - Twelve assigned to one of three 24/48 hours off shifts.
 - One assigned as Kelly Shift – Two 24-hour shifts per week.
- **Two Permanent Part-time Positions** - Assigned to a full-time shift, with an emphasis on weekend coverage; working three 24-hour shifts per two-week period (36 hours/week).
- **Six Part-time Personnel** – Required to be Fire and EMT certified.
 - Minimum requirements of 30 hours per month.
 - Shift options include day (7 am to 5 pm) and night positions (5 pm to 7 am).
- **16 Paid-on-call Personnel** - POC members respond to the station as needed and may work part-time hours if qualified. Several EMT POC members are full-time college students who work part-time during the summer months.
 - One POC Captain.
 - Nine Firefighters / Firefighter EMT’s.
 - Five EMS only certified personnel (EMT / Advanced EMTs).

Daily In-Station Staffing - Current minimum daily staffing is three firefighter/EMS personnel per day with at least two certified paramedics. Minimum staffing will be increased to four per day once current new hires have completed the onboarding process. The following is a breakdown of how in-station staffing is assigned.

FONTANA FD DAILY STAFFING HOURS							Total Hours
	#1 (24 Hr)	#2 (24 Hr)	#3 (24 Hr)	#4 (24 Hr)	#5 (24 Hr)	#6 (8-10 Hr)	
Daily Scheduled Hours Summary	Full-Time FF/PM	Full-Time FF/PM	Full-Time FF/EMT	Full-Time FF/EMT	Part-Time Day/Night	Part-Time Day	
Monday - Friday	24	24	24	24	24	8 (Chief)	128
Saturday & Sunday	24	24	24	24	24	10	130

Five-Year Historical Staffing Model - Fontana has been providing full-time 24-hour staffing since 2018 with gradual increases to meet service delivery to Williams Bay and Walworth Township. The following is a summary of scheduled hours from 2022 through April, 2026.

FONTANA FD 5-YEAR HISTORICAL STAFFING MODELS				
Year	Scheduled Hours	Average Daily Hours	Staffing Model	Changes from Previous Year
2022	18,457	51	Full Time - Two 24-hour per day Part-time - Chief 20 hours / week	No change from 2021
2023	36,176	99	Full Time - Three / Four 24-hour per day Part-time - Chief 30 hours / week	Three 24-hour positions in January transitioning to four 24-hour positions by mid-2023.
2024	38,393	105	Full Time - Four 24-hour per day Part-time - Daytime 3-4 days per week	Addition of part-time day positions- 7 days/week over summer and 3 days/week off season
2025	42,741	117	Full Time - Four 24-hour per day Part-time - Daytime (7 days per week)	Part Time day position Increased to 7 days/week (year round) with second day position on weekends
2026	14,659	122	Full Time - Four 24-hour per day Part-time -24 hour & days positions	24-hour part-time position added with implementation of permanent part-time positions

Ability to Attract and Retain Firefighters – Recruiting volunteer (POC) firefighters and EMS personnel has been increasingly difficult over the past 10 years for both Fontana and Williams Bay due to a combination of demographic, economic, and operational factors. Fontana FD has addressed these challenges by implementing full-time and part-time staffing models, while maintaining a POC base, and developing strong partnerships with Williams Bay and Walworth Township.

Fontana has been fortunate in maintaining and recruiting a core group of paid-on-call personnel while adding full-time and part-time coverage. This level of integration is uncommon in the fire service, as paid-on-call engagement often declines or altogether eliminated following the transition to full-time staffing models.

Fontana maintains an open hiring policy for paid-on-call personnel residing within 15 miles of the Fontana Fire Department and currently fully staffed for full-time and part-time positions. Fontana completed a hiring process in January 2026, resulting in 12 qualified applicants. The hiring list is effective through March 2027, with two accepted offers for employment.

Utilization to Meet Coverage Requirements – Fontana Fire Department serves Fontana, Williams Bay, and Walworth Township as one unified system, rather than independent entities sharing resources. The goal for emergency service delivery is to deploy all personnel and apparatus based on need and proximity, not jurisdictional boundaries. This has been successful in responding to second and third simultaneous incidents.

Paid-on-call, part-time, and off-duty full-time staff supplement on-duty personnel when necessary. Fontana's current staffing model effectively meets the needs of all municipalities served. The Village of Fontana has no current plans to seek additional referendum funding to maintain dependable emergency services.

Fontana operates as a cross-staffed agency, with most personnel serving in both fire suppression and EMS roles. This structure provides a flexible, capable, and cost-effective emergency response system that can adapt to changing service demands while significantly reducing reliance on mutual aid assistance.

Union Working Relationship - Fontana’s full-time firefighter and EMS employees voted to organize in 2023, and the Village entered into a Collective Bargaining Agreement effective from 2024 to 2026 as associate members of the Janesville International Association of Firefighters Local 580. The Village and Department administration maintain a strong working relationship with the Local and view the union as enhancing employee relations while contributing to a higher level of professionalism.

Local 580 has endorsed Fontana Fire Department's proposed fire service coverage for Williams Bay, highlighting several benefits of utilizing union firefighters ([Appendix B](#)).

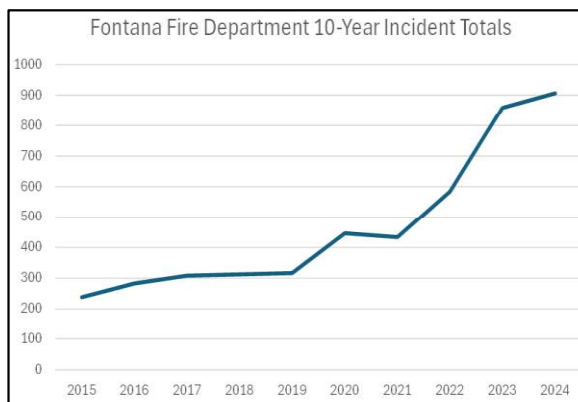
Williams Bay Considerations – Williams Bay paid-on-call personnel encouraged to apply with Fontana (15-mile residency restrictions would apply). Applicants would follow the Fontana hiring process (criminal/medical background checks and Police and Fire Commission approval). Additional staffing considerations are included under Section J. “Implementation”.

E. FUTURE GROWTH

The Fontana Fire Department has successfully navigated significant changes over the past ten years by adapting fire and EMS operations and implementing collaborative intergovernmental agreements with Williams Bay for EMS services and with Walworth Township for fire and EMS services. Fontana has remained resilient by adjusting staffing models and equipment to meet these challenges, including transitioning from contracted EMS services to employing full-time and part-time municipal staff.

Impact on Williams Bay Fire Protection Needs

One way that Fontana and Williams Bay effectively met service delivery needs was through public support of joint referendum funding and the implementation of cooperative agreements with neighboring communities. The Fontana Fire Department is confident that the current working relationship for emergency medical services with the Village of Williams Bay can be readily expanded to include fire services. The existing cross-staffed personnel funded by Williams Bay will further enhance the effectiveness of a cohesive and integrated emergency service delivery model.



Rapid growth of any organization can be both beneficial and potentially challenging if not managed properly. Over the past year and a half, Fontana Fire has carefully prepared for, and implemented, expanded service to Walworth Township while maintaining the highest level of service across all communities served. Fontana considers its primary service area the highest priority and works to ensure that mutual aid is truly “mutual”. Fontana FD rarely requires mutual aid for routine responses but does utilize neighboring departments for Chief officer responses and larger incidents such as structure fires.

Village of Walworth – In addition to Williams Bay, Fontana Fire also maintains a strong working relationship with the Walworth Fire Department. In 2025, the Fontana Village President, Village Administrator, and Fire Chief met with their counterparts in the Village of Walworth to discuss current and future collaboration. The meeting confirmed that the Walworth Fire Department has no current plans to pursue partnerships with neighboring communities and will continue operating as a stand-alone fire department for the foreseeable future. A successful fire referendum in 2025 has already contributed to increased stability in service delivery.

Fontana has a long-standing agreement with the Village of Walworth for Paramedic intercept services which was utilized 16 times in 2025. Paramedic intercepts require a single paramedic to respond and provides expanded advanced life support experience for Fontana FD personnel while addressing the ongoing competition for limited Paramedic employees in Walworth County.

Delavan Township – Soon after approving the Walworth Township IGA, Fontana Fire Department reached out to Delavan Township Fire Department to improve response coverage for the northwest portion of the Township. Those discussions resulted in an intergovernmental agreement assigning primary coverage to a small area of Walworth Township and establishing a dual response area including Inspiration Ministries and Faith Christian School.

Fontana Fire’s working relationship with Delavan Township Fire in this dual response area has been highly effective, and there is potential to amend the current agreement if Fontana FD is selected to provide fire service to Williams Bay. Fontana Fire can manage routine fire incidents in Williams Bay and could utilize resources from Delavan Township for larger incidents such as structure fires or mass casualty events.

Walworth Township – Fontana entered into an intergovernmental agreement with Walworth Township in 2024 for Fire and EMS protection effective January of 2025. The Walworth Town Board is supporting Fontana Fire Department expanding services to Williams Bay. Walworth Township further understands that there may be increases in contributions to expanding services to all municipalities served by Fontana FD. A letter supporting fire services to Williams Bay was provided by Walworth Township and their Board approved support at their 4/21/26 meeting ([Appendix C](#)).

F. EQUIPMENT / VEHICLES

Fontana Fire Department provides a highly reliable and well-equipped fleet of fire apparatus, complemented by strong water response resources, delivering a level of service that can fully support and enhance fire protection for the Village of Williams Bay. The following is a summary of Fontana’s apparatus.

FONTANA FIRE APPARATUS LIST	
FIRE APPARATUS	
QUINT 371	2014 Pierce Quint 75' 2000GPM 500gal with Class B Foam & Extrication
BRUSH TRUCK 371	2016 Ford 350 Brush Rig 125gal 2800 PSI Skid with Wildland Foam
SQUAD SQD 371	2007 Rosenbauer Engine 2000 GPM 500gal with Class B Foam Rear Mount & Extrication
ENGINE ENG 371	2000 Pierce Lance Engine 2000 GPM 1000gal with Class B Foam
TENDER TND 371	2003 US Tanker / Kenworth 2100 Gal Tender
EMS	
ALS AMBULANCE MED 371	2018 Horton Dodge Ambulance
ALS AMBULANCE MED 372	2008 Chevrolet Lifeline Ambulance
ALS AMBULANCE MED 373	2023 Chevrolet Demers Ambulance
BLS AMBULANCE - AMB 374	2004 Ford Reserve Ambulance - Shared with Walworth Fire Department
ALS INTERCEPT / CAR 371	2023 Chevrolet Tahoe
WATER RESCUE	
BOAT 371	2005 Lake Assault 28 FT Boat 1500 GPM -FLIR, & Side Scan Sonar
AIR BOAT 373	2018 MRA Air Boat 22', Enclosed Cabin, FLIR, Side Scan Sonar, JIB Crane
ROV	2020 Remotely Operated Vehicle SRV8 Video & Sonar Equipped with Grabber Arm.
TOW FISH SONAR	2023 Marine Sonic 1800 khz Tow Fish Sonar
SPECIAL EQUIPMENT	
SPECIAL OPERATIONS TRAILER	12' Atlantic Special Ops Trailer with soft shell boat, dive gear and assorted rescue equipment.
UTILITY VEHICLE	2026 Can-am 6 X 6 UTV with water tank, pump, and brush fire equipment

- Engines – Fontana’s fire engines (quad and engine) are in good working order and pass annual testing. Squad 371 is equipped with a system for filling self-contained breathing apparatus bottles on the scene of emergency incidents and serves a mobile command post. Engine 371 is equipped with an on-board foam system and 1000 gallons of water. Fontana has a replacement Engine ordered with Custom Fire out of Osceola WI for a Sutphen fire engine with 1,500 gallons of water, a 2,000-gpm pump and on-board foam system (2028 Delivery).
- Quint – In the fire service a “quint” is a versatile ladder truck with a pump, water tank, fire hose, an aerial device (ladder), and ground ladders. Fontana specifically chose a quint over a traditional ladder truck for its versatility and ability to function in limited access subdivisions commonly found in Fontana and Williams Bay.
- Tender– Walworth Township is required to supply one Tender for Fontana operations.
- Brush Fire Apparatus – Fontana has a pickup truck and recently took delivery of a 2026 6X6 utility vehicle (also supplied by Walworth Township) for grass fires and access to remote locations. Both have water and pumping capabilities.
- Water and Specialty Rescue – Fontana is well equipped for Williams Bay water incidents including a fire boat which is staged at the Abbey Harbor, an air boat for winter operations, and a multitude of advance water rescue equipment (ROV and towable sonar). The fireboat is equipped with a 1500-gpm pump for on-water and lakefront fire operations in addition to water rescue events. Fontana also has an enclosed trailer for water rescue and technical rescue equipment.
- EMS Apparatus - Fontana has four ambulances; three paramedic level ambulances (one provided by Williams Bay) and one EMT level ambulance shared with the Village of Walworth. A 2023 Tahoe functions as a paramedic intercept / command vehicle and tows the special operations or UTV trailers. Fontana has a replacement ambulance on order through Lifeline with anticipated delivery of 2027.
- Apparatus Maintenance - Maintenance for Fontana apparatus is primarily performed by Fontana DPW staff. Use of an on-site mechanic provides rapid availability to address issues and reduces the overall cost of maintenance. Repairs and testing outside of staff’s ability is handled by Siren Services or other qualified third-party repair / testing service.

Williams Bay Apparatus consideration for option 3.

- Williams Bay shall provide all initial apparatus and equipment required for responses from the Williams Bay fire station. Recommendation of implementing the same style lease agreement used for the Williams Bay Ambulance. The following are recommended for Williams Bay apparatus.
 - Williams Bay shall provide a minimum of one fire engine, one support vehicle, and work to choose one shared reserve fire engine.
 - Williams Bay will retain ownership of all initially supplied apparatus and equipment.
 - All Fire apparatus will be maintained and insured by the Village of Fontana.
 - Fontana Public Works will provide preventive maintenance, and Fontana will contract out with third party repair centers for work outside the scope of Fontana Public Works.
 - All Fontana and Williams Bay fire apparatus, boats, and fire equipment repairs will be split according to cost sharing calculations; except for those included in the Williams Bay EMS and Walworth Township IGAs (WB Ambulance, Township Tender, & Township UTV). Fontana and Walworth Township would remain responsible for the two Fontana Ambulances.
 - Williams Bay will not be required to contribute to the current fire engine and ambulance on order with Fontana Fire Department.
 - Future replacement apparatus cost sharing will be agreed upon between Fontana and Williams Bay Village Boards

G. FACILITIES

Fontana currently operates out of an outdated Public Safety Building on Fontana Boulevard with plans to construct a new Public Safety Building at the corner of Highway 67 and Wild Duck Road.

Current Facilities – The Fontana Public Safety Building is shared with the Fontana Police Department and has been adapted over the years to accommodate overnight fire department staffing of up to five personnel. The apparatus bay currently houses two fire engines, one ladder truck, two ambulances, one airboat/UTV, one tender, one SUV, one brush truck, and a special operations trailer. The facility also includes a small training room, sleeping quarters for five personnel, a workout area, kitchen and dining area, living area, utility room, and two separate office areas.

The Village constructed a Fire Department auxiliary storage building at the Public Works location in 2025, capable of housing two additional apparatus and spare equipment. The building is used to store the fireboat and UTV during the winter months and the airboat during the summer.

Future Fontana Public Safety Building – The Village of Fontana has actively been moving to construct a new public safety building. The following summary of steps taken is available on the Village of Fontana website.

- Site Study – (*Village of Fontana Site, 2025*) Study by Ruekert Milke to investigate all viable building sites for a combined public safety building or separate police and fire facilities.
- Public Information Sessions – (*Village of Fontana info, 2026*) Two public informational sessions were held to review the site study and provide feedback through a standardized questionnaire. Responses supported a joint public safety building on Wild Duck Road and approved by the Village Board.
- New Site Study – (*Village of Fontana – New Site, 2026*) The Wild Duck Road option was expanded to include relocating Wild Duck Road and abandoning a secondary access road (Dade Rd). The proposed site “4c-Duck Pond Central” improves response times and addresses traffic concerns.

The Village Board interviewed three architectural firms and plans to move forward with a selection soon. The next step will be choosing a construction management firm and potentially beginning construction as early as spring 2027. These plans include fire department facilities sufficient to meet the response needs of Fontana and Walworth Township, as well as support functions such as administration, training, and reserve apparatus/equipment storage for Fontana and any additional communities served.

Impact on Williams Bay Fire Protection Needs – The Public Administration Associates (PAA) study completed in 2024 addresses the possibility of a single station servicing Fontana and Williams Bay; however, states under section IV(A) that “*Even if a single entity were providing Fire/Emergency Medical Service to both communities, we would recommend a two-station model*”. The study further provides several response heat maps showing response times best provided from the current Williams Bay fire station. When specifically referring to fire responses the study refers to NFPA 1710 for response times and that “*regardless of population density: a travel time of less than 4 minutes and a time of less than 90 seconds for turn out from the station once the alarm is received, together with a 30-second dispatch time*” ([PAA, 2024](#)). Fontana currently meets or exceeds NFPA 1710 standards based on fire and EMS apparatus arriving on scene rather than a firefighter arriving in their personal vehicle with limited capabilities.

Although it is possible to provide fire service from a station outside of Williams Bay, the preferred option would be to establish a satellite station staffed by a cross-trained crew responding to fire or EMS emergencies. Administration, training, and reserve apparatus could be located at a separate remote facility to reduce costs and redundancy. This is also addressed in the PAA study at the start of Section 2 stating *“At a minimum, a new (Williams Bay) station should provide 24-hour accommodation for the two firefighter/paramedic staff members. To properly plan for the future, however, a new station should be designed to accommodate a fully-staffed ambulance and engine company, or six personnel”* ([PAA, 2024](#)).

The following are considerations under option 3 for fire service delivery.

- Williams Bay to provide a fire station for fire and EMS responses.
 - Suitable for 24-hour accommodation including adequate dining, living, sleeping, workspace, company level training, and workout area.
 - Climate controlled parking for one ambulance, one fire engine and one support vehicle. Additional Williams Bay apparatus may be stationed in Williams Bay.
- Fontana Fire Station
 - The current Fontana / Williams Bay IGA includes language regarding shared administrative and training areas. Shared reserve fire apparatus and equipment storage in Fontana may need to be considered.
 - Administrative functions, primary training facilities, reserve apparatus, and equipment would be primarily stored in Fontana.

H. DEPARTMENT INVENTORY

Fontana maintains a detailed inventory of all small tools and equipment using our fire records software, Imagetrend. Items are categorized and entered in Imagetrend when placed into service. A detailed list of equipment is provided under “Appendix D.”

Several full-time personnel have been assigned responsibility for specific areas of tools and equipment such as extrication equipment, self-contained breathing apparatus, saws, air monitoring devices, radios, water rescue equipment, hoses and nozzles, ladders, and medical equipment. This allows for accountability for all areas of equipment without overloading one or two individuals.

The following are equipment considerations for option 3.

- Williams Bay will provide all equipment required to meet National Fire Protection Administration (NFPA) standards on Williams Bay fire apparatus. This shall include, but not be limited to, self-contained breathing apparatus, saws, hand tools, ladders, extrication equipment, radios, data terminals, lights, safety equipment, water rescue equipment, and monitoring devices (4-gas, natural gas, CO)
- All Fontana and Williams Bay fire equipment repairs and replacement will be split according to cost sharing calculations.

I. OPERATIONS

Fontana Fire Department operations are strategically divided among full-time, part-time, and paid-on-call personnel to maximize efficiency and ensure effective use of on-duty and paid-on-call resources.

Inspections – Fontana employs five full-time and several part-time state-certified fire inspectors. Occupancies in Fontana and Walworth Township are inspected on a biannual basis using shift personnel.

- Fontana can provide routine Williams Bay fire inspections and/or short-term rental inspections using certified on-duty personnel.
- Recommendation to continue utilizing Williams Bay’s current fire inspector for non-routine inspections and plan review role could be expanded to Fontana and Walworth Township.

Fire Prevention – A designated fire prevention team coordinates public education efforts, including school programs, station tours, community events, and safety outreach for assisted living facilities.

- Provide public education programs for Williams Bay local schools including fire safety materials.
- Assist with community events such as Corn and Brat Fest, Kishwaukee 5K, Williams Bay High School sporting events, Truck-a-Polooza, and Boo in the Bay.

Fire Records Management – Fontana uses the Imagetrend platform for all fire and EMS records. The department recently transitioned to the new national records platform of National Emergency Response Information System (NERIS) and was one of the first agencies in Walworth County to obtain compliance. Fontana is a data driven department with the capability of pulling detailed call data back to 2010.

Formal Policies & Guidelines – Fontana uses Microsoft Teams to easily share operating documents among personnel. Policies established administrative and daily fire station activities. Guidelines provide a framework for common emergency scene operations.

CPR Education – Fontana offers CPR training through Healthline First Aid, providing public and private classes for residents, businesses, schools, and nonprofit organizations. The program includes a pool of instructors, five CPR mannequins, and AED trainers, along with Stop the Bleed and first aid courses.

Risk Management – Community risk reduction remains a priority, with two full-time staff members certified as Wisconsin community paramedics allowing for advanced in-home supportive care. Planned initiatives include home safety visits, smoke detector installation and replacement, and post-hospital follow-up care.

Training – Fontana Fire Department maintains a strong commitment to training. Daily training objectives are scheduled for full-time staff, monthly drills are conducted for POC personnel, live fire training occurs at least twice per year, and personnel regularly attend conferences, seminars, and hands-on training sessions. The following are additional training considerations for Williams Bay fire service deliver

- Maintain daily training for full-time personnel and monthly drills for paid-on-call staff in Williams Bay and Fontana locations working with neighboring fire departments.
- Integrate training with Williams Bay Police and Public Works departments.

Water Rescue – Fontana is one of the most well-equipped and highly trained water rescue agencies in southeast Wisconsin. Recent responses include aid to Racine, Kenosha, Pleasant Prairie, Rock County, and Madison. These resources would be directly beneficial in serving Williams Bay.

Technical Rescue – Fontana has three full-time personnel trained in technical rescue and is one of three departments in Walworth County leading the development of a regional specialty rescue team.

Emergency Management and Disaster Preparedness – Fontana has adopted an Emergency Action Plan that is regularly updated and overseen by a Village committee. Training includes preparedness for large-scale incidents such as tornadoes, flooding, mass casualty events, hostile incidents, and hazardous material responses. Support for Williams Bay emergency management and disaster responses would include:

- Severe weather incidents preparation and response.
- Mass casualty and active shooter incident training school districts and local/County law enforcement.
- Assist with Williams Bay’s Emergency Response Plan.
- Work with Williams Bay Police and Public Works regarding disaster responses.

A recent study, One Step Ahead, completed by Policy Forum for the Walworth County Fire/EMS study Committee categorized Fontana Fire Department as providing a “High Level of Stability”. The Study further stated that “The Williams Bay Fire Department already contracts with the Fontana Fire Department for EMS. Given that it likely will struggle to maintain its fire services in the future under its existing POC model, a full consolidation with Fontana may be the next logical step” ([Policy Forum, 2025](#))

J. IMPLEMENTATION & RECOMMENDATIONS

The Fontana Village Board approved several options for Fire Service Delivery to the Village of Williams Bay. All options can be implemented immediately upon approval, or gradually over the next 12 months based on the direction of the Williams Bay Board and staff. All proposals are based on a percentage of the fire budget, in the same manner EMS costs are allocated between Fontana, Williams Bay, and Walworth Township. The following options are being proposed for Fontana Fire Department to provide fire services to the Village of Williams Bay.

Cost Calculations - Fire expenses would be distributed based on a two-year rolling average of fire responses (based on dispatch data) to addresses within Williams Bay and Fontana. Mutual aid and Walworth Township responses would be accounted for as part of the calculations. Use of population was considered; however, population can vary greatly due to non-resident property owners and high tourism fluctuations in both Williams Bay and Fontana. We also looked at assessed tax value as a consideration, but this can create perceived unfairness based on high value lakefront homes and several non-profit occupancies. After reviewing all options, call volume remains the most direct measurement of usage.

When comparing 2024 and 2025 data, the number of fire incidents dispatched were extremely close with 219 total responses in Fontana and 207 in Williams Bay resulting in 51.4% to 48.6% respectively. Future demand for fire service can fluctuate greatly and a two-year rolling average will provide accountability for increases or decreases in fire service demand for each community. The following is an example of how the costs would be distributed using 2024 and 2025 response data for the 2026 Fontana Fire Department Budget.

Two-Year Rolling Average Incident Percentage

Fire Incidents	Fontana Incident Count	Williams Bay Incident Count
2024	122	111
2025	97	96
Total	219	207
Percentage	51.4%	48.6%

2026 Fire Budget Distribution Example

Walworth Township contributes 15.13% to Fontana Fire operational line items. The remaining 84.87% is split between Fontana and Williams Bay based on responses.

Walworth Township	Fontana	Williams Bay
15.13%	43.62%	41.25%

2026 Fontana Fire Department Expense – Current Fontana Fire Department expenses are categorized as either Rescue (EMS) or Fire operations with the majority going to EMS and full-time staffing. Fire expenses are split between Fontana and Walworth Township based on a similar two-year rolling average. The following are 2026 Fontana FD operating expenses distributions (excluding capital).

Current Fontana Fire Expense Distribution				
Fire Operating Expenses	Fontana	Williams Bay	Walworth Twp.	TOTAL
	\$253,493	N/A	\$49,091	\$302,584
Current Fontana EMS Expense Distribution				
EMS Operating Expenses	Fontana	Williams Bay	Walworth Twp.	TOTAL
	\$1,133,633	\$1,055,729	\$385,262	\$2,574,625

Total Operating Expense
\$2,877,209

Costs distributions examples are based on fire budget expenses and reflect proposed distribution between Fontana, Williams Bay, and Walworth Township based on 2024 and 2025 fire incident totals.

OPTION 1 – WORKING IN PARTNERSHIP WITH WILLIAMS BAY FIRE DEPARTMENT

The Williams Bay Fire Department is highly respected with a long-standing commitment to serving Williams Bay residents. Under option one, Fontana would respond to all Williams Bay fire incidents with Williams Bay Fire Department. Williams Bay Fire Department would continue to operate independently and maintain its own separate personnel, equipment and fire station.

- Two Fontana Fire / EMS personnel stationed in Williams Bay would respond to all fire incidents.
- Fontana would respond with Williams Bay, providing personnel and apparatus from Fontana.
- Current Fontana Fire Budget operating costs would be split based on call percentage calculations.
- Fontana Fire / EMS personnel stationed in Williams Bay would continue to serve Williams Bay, Fontana, and Walworth Township with a staffed ambulance.
- Standardized policies and procedures between Williams Bay and Fontana.

EXAMPLE Option 1 Fontana Partnering with Williams Bay Fire Department				
2026 Fire Operating Expenses	Fontana	Williams Bay	Walworth Twp.	Total
	\$130,509	\$123,513	\$48,561	\$302,584

Option 1 would result in duplication of fire expenses to Williams Bay and provide limited operational cohesiveness; however, Fontana is willing to continue serving as a secondary fire service if desired.

OPTION 2 – FONTANA PROVIDES FIRE SERVICE FROM FONTANA FIRE STATION

Option 2 assumes transitioning Williams Bay and Fontana into a single Fire Department. Fontana Fire Department would assume responsibility for Williams Bay fire protection with all fire apparatus responding from the Fontana Fire Station. Williams Bay would have one ambulance staffed in their station.

- Two Fontana Fire / EMS personnel stationed in Williams Bay would respond to fire incidents with an ambulance if available.
- Fontana would respond to Williams Bay fire incidents with personnel and apparatus from Fontana.
- Forty percent increase in insurance and fuel and twenty percent increase in other operating expenses.
- Fontana Fire / EMS personnel stationed in Williams Bay would continue to serve Williams Bay, Fontana, and Walworth Township.

EXAMPLE Fontana Providing Fire Service From Fontana Fire Station				
2026 Fire Operating Expenses	Fontana	Williams Bay	Walworth Twp.	Total
	\$145,580	\$136,775	\$48,561	\$330,916

OPTION 3 – FONTANA PROVIDES FIRE SERVICE FROM FONTANA AND WILLIAMS BAY

Fontana Fire Department would assume responsibility for all Williams Bay Fire protection with fire apparatus responding from Williams Bay and/or Fontana fire stations. Fontana would staff the Williams Bay Fire station with personnel and respond with fire apparatus to fire incidents and with an ambulance to Williams Bay EMS incidents. Williams Bay station staffing options are offered as 3A, 3B, or 3C.

- Fontana Fire / EMS personnel stationed in Williams Bay would respond to fire incidents with an ambulance or fire apparatus based on call type.
- Fontana would respond to Williams Bay fire incidents from the Fontana station as needed.
- Fire Inspections – Same as option 2.
- Additional 300 hours of Paid-on-call hours for large incident responses, training, public education, and meetings.
- Options under 3B and 3C provide additional part-time or full-time Williams Bay station staffing.
- Williams Bay to provide a fire station with adequate facilities for 24-hour staffing, and front-line fire and EMS apparatus. Fontana shall maintain a location for reserve apparatus.
- Fire Apparatus – Apparatus to be provided by Williams Bay to Fontana via Lease.
 - One front line fire engine.
 - One Support Vehicle for POC response & utility.
 - One brush truck (optional).
 - One UTV (optional).
 - One reserve engine shared between Fontana and Williams Bay (TBD)
- Twenty percent increase in operating expenses based on call volume increases.
- Williams Bay would not be required to contribute to the purchase of current on-order apparatus.
- Maintenance for all fire apparatus shall be shared between Williams Bay, Walworth Township and Fontana with 40% increase in maintenance, fuel, insurance, fire supplies, and equipment expenses.
- Fontana Fire / EMS personnel stationed in Williams Bay would continue to serve Williams Bay, Fontana, and Walworth Township.
- Recommend modification of IGA with Delavan Township.

3A Staffing – Current In-Station Staffing of Two 24-hour Personnel Staffing Williams Bay

- Williams Bay fire station staffing - Two 24-hour dual certified (fire/EMS) personnel.
- Fontana fire station staffing – Three 24-hour personnel plus Chief (day) position.

** EXAMPLE** Fontana Providing Fire Service From Williams Bay - Two 24-hour Personnel				
2026 Fire Operating Expenses	Fontana	Williams Bay	Walworth Twp.	Total
	\$149,631	\$141,501	\$55,801	\$346,933

3B Staffing– Two 24-hour personnel PLUS- 3rd part-time position staffed daytime hours (10 hrs.– 365 days)

Option 3B provides a transition to 24-hour fire protection with three during daytime hours. Fire apparatus could respond with two personnel at night.

** EXAMPLE** Fontana Providing Fire Service From Williams Bay - 3B Third Daytime Position				
2026 Fire Operating Expenses	Fontana	Williams Bay	Walworth Twp.	Total
	\$187,663	\$177,467	\$68,993	\$434,123

3C – Three 24-hour personnel adding a third 24-hour part-time position -Fontana FD Recommendation

- Addition of three permanent part-time positions with WRS contributions.
- Health Benefits not included with calculations.
- Williams Bay fire station staffing – Three 24-hour personnel.
- Fontana fire station staffing - Three 24-hour plus Chief (day) position.

** EXAMPLE** Fontana Providing Fire Service From Williams Bay - 3C Third 24-Hour Position				
2026 Fire Operating Expenses	Fontana	Williams Bay	Walworth Twp.	Total
	\$253,457	\$239,686	\$91,814	\$584,957

Full-Time Comparison - The option of additional full-time personnel was not approved by Fontana or Walworth Township Boards. Full-time budget considerations are included for comparison purposes only.

- Addition of health benefits, paid time off, overtime, and increase in WRS.
- Fontana does not anticipate the need for additional full-time firefighters in the foreseeable future.

** EXAMPLE** Fontana Providing Fire Service From Williams Bay - Three Full-Time Positions				
2026 Fire Operating Expenses	Fontana	Williams Bay	Walworth Twp.	Total
	\$340,057	\$321,580	\$121,852	\$783,489

Full-time staffing calculations were included to illustrate the cost savings associated with the current staffing model, which relies on part-time and permanent part-time personnel. Full-time staffing projections may be beneficial to support long-term cost projections and long-term referendum considerations.

Implementation

- Immediate or phased implementation options
 - Fontana has already committed to providing automatic aid to all Williams Bay fire responses throughout the end of 2026 at no cost to Williams Bay. This agreement was approved by Fontana and Walworth Township Boards and could transfer to full fire service immediately.
 - A pro-rated agreement could be entered into at any time in 2026.
 - A graduated transition from Option 1 to Options 2 or 3 could also be implemented.
 - Fontana would recommend transitioning to Option 3 at the start of 2027.
- Coordinate transition of services, including:
 - Personnel integration including an open hiring process for all Williams Bay paid-on-call personnel wishing to work for Fontana Fire Department.
 - Operational alignment to ensure all fire department operations are transferred seamlessly.
 - Policy and procedure standardization taking into consideration current Williams Bay mutual aid agreements and intergovernmental arrangements.
- It will be the highest priority to ensure no interruption to emergency service delivery during transition

CONCLUSION

In closing, the Fontana Fire Department is confident in its ability to provide reliable, efficient, and forward-thinking fire protection services to the Village of Williams Bay. We believe that building upon the already successful EMS partnership offers a practical and seamless path toward a more integrated and effective emergency response system. Our approach emphasizes maintaining strong service to all communities served while enhancing operational coordination, response capabilities, and long-term sustainability.

If selected to provide Fire service, Fontana recommends future considerations to merge the two separate Williams Bay / Fontana IGAs into one agreement moving toward more of a true “district” style organization. We feel it is important to wait until fire services are well established prior to taking this next step.

The Fontana Fire Department appreciates the thoughtful consideration of this proposal and welcomes the opportunity to further discuss service options, implementation strategies, and answer any questions the Village Board or committees may have at our April 29th meeting. We look forward to continued collaboration in support of public safety for the residents and visitors of Williams Bay.

REFERENCES

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COST PROPOSAL

All cost proposals are based on Section J “Implementation” criteria using the number of fire incident dispatched to the Village Williams Bay compared to those dispatched to the Village of Fontana. The cost of fire services would be proportional to actual expenditures rather than an arbitrary budget amount.

EMS Invoicing History - Williams Bay and Fontana have been sharing expenses based on a percentage since 2022 for emergency medical services with Fontana consistently coming in under budget. The following is a history of EMS budget and actual billing to Williams Bay compared to referendum funding.

Williams Bay EMS Service Budget & Invoicing

	WB Budgeted Amount	WB Actual	WB Budget Surplus / Deficit	Referendum	Referendum Surplus/Deficit	Notes
2022	New IGA	\$221,297	N/A	N/A	N/A	WB EMS - IGA effective May 1, 2022
2023	\$909,251	\$759,730	\$149,521	\$928,077	\$168,347	Referendum effective Jan 2023
2024	\$930,633	\$775,626	\$155,007	\$928,077	\$152,451	Walworth Township IGA (2025 Start)
2025	\$919,355	\$783,969	\$135,386	\$928,077	\$144,108	10 Year WB IGA - March 10, 2025
TOTAL	\$2,759,239	\$2,319,324	\$439,915	\$2,784,231	\$464,907	

Fire Service Cost Proposal - Fontana is recommending following a similar model for Williams Bay fire service with a percentage contribution to actual fire budget expenses. Examples of detailed 2026 fire expenses and how they would be distributed are listed under “[Appendix E](#)”. The following was taken into consideration.

- Increases in operational costs for Options two and three were compared to current Williams Bay fire, EMS, and dive line items. Several areas of savings were identified by combining resources.
- Operating Costs do not include capital purchase items.

Estimated Williams Bay Fire Service Operating Cost Through 2032

Year	Option 1	Option 2	Option 3A	Option 3B	Option 3C	Full-Time
2026	\$123,513	\$136,775	\$141,501	\$177,467	\$239,686	\$321,580
2027	\$129,689	\$143,614	\$148,576	\$186,340	\$251,670	\$337,659
2028	\$136,174	\$150,794	\$156,005	\$195,657	\$264,254	\$354,542
2029	\$142,982	\$158,334	\$163,805	\$205,440	\$277,467	\$372,270
2030	\$150,131	\$166,251	\$171,996	\$215,712	\$291,340	\$390,883
2031	\$157,638	\$174,563	\$180,595	\$226,498	\$305,907	\$410,427
2032	\$165,520	\$183,292	\$189,625	\$237,823	\$321,202	\$430,949

5% increases are an estimate. Actual increases may vary

Comments

- Fontana seeks grant funding whenever possible and other opportunities to fund emergency services.
- Term – Ending at the same time as the current EMS IGA. December 21, 2034.
- Williams Bay would retain Wisconsin 2% funding and could be used to offset fire service funding.
- Item # 7 of Williams Bay / Fontana IGA for EMS Service states “The Parties agree to work together in good faith in order to reach agreement in the event that Williams Bay chooses to add fire protection services from Fontana.
- Cost proposals are intended to provide several service delivery options with scalable implementation for staffing the Williams Bay fire station.

APPENDIX A – FONTANA FD ROSTER

FONTANA FIRE DEPARTMENT ROSTER

	Name	Badge	Year Hired	Certifications
Chief Officers				
1	Manthy, Richard	10	2015	Firefighter / Paramedic / Inspector / MPO
2	Kemmett, Jon	17	1983	Firefighter / EMT-A / Officer I
3	Ackman, Peter		2008	Firefighter / Diver
Full-time Employees				
1	Budill, Zach - Captain	4	2019	FF 2 / Paramedic / Fire Office 1 & 2 / Instructor 1 / MPO
2	Giese, Cory	13	2023	Firefighter / EMT / MPO
3	Hahn, Alexander	15	2024	Firefighter / Paramedic / MPO
4	Heebsh, Thomas	16	2024	Firefighter / Paramedic / Inspector / MPO / Tech Rescue
5	Heindl, Cody - Lieut.	2	2015	FF 2 / EMT-A / Fire Officer 1 & 2 / Instructor 1, 2 & live Fire / MPO
6	Lewis, Nate	6	2021	Firefighter 2 / Paramedic / MPO / Haz Mat
7	McFarlin, Melissa	18	2024	Fire fighter 2 / Paramedic / Inspector / MPO
8	Olsen, Erik - Lieut.	9	2022	FF 2 Paramedic / Fire Officer 1 & 2 / Instructor 1 / Inspector / MPO
9	Perez, Steven	Prob	2025	FF 2 / Paramedic / Inspector / Officer 1 & 2 / HM Tech / MPO
10	Smith, Kenyon	14	2025	Firefighter / EMT / Tech Rescue / MPO
11	Tamillo, Jeremy	11	2023	Firefighter 2 / Paramedic / Instructor 1 / Officer 1 / MPO
12	Thompson, Vanes	Prob	2026	Firefighter / Paramedic / Inspector
13	Tobais, Kyle	8	2022	FF 2 / Diver / Paramedic / inspector 1 / fire Officer 1 / MPO
Permanent Part-Time Employees				
1	De La Torre, Michelle		2026	Firefighter 2 / A-EMT / MPO
2	Koutnik, Patrick		2025	Firefighter 1 / EMT
Part-time Employees				
1	Anderson, Derek		2025	FF 2 / A-EMT / MPO / Inspector / Fire Officer 1 / HM Tech / Inst
2	Callas, Dylan		2024	Firefighter / EMT - A
3	Gluth, Rich		2024	Firefighter / EMT - A
4	Loomis, Brian		2024	Firefighter / EMT / fire Officer 1 / MPO
5	McKean, Sean		2022	Firefighter 2 / EMT - A / Fire officer 1 / Instructor 1 / MPO - Aerial
6	Rollins, Matthew		2023	Firefighter 2 / EMT / MPO
Paid-on-call				
1	Livingston, Stan - Captain		2014	Firefighter
2	Bock, Ryan		2021	Firefighter / Rescue Diver
3	Decker, Larry		2015	EMT-A
4	Deger, Morgan		2025	EMT
5	Forsberg, Molly		2026	Firefighter / Paramedic
6	Goetsch, Derrick		2015	EMT-A
7	Goff, Michael		2026	Firefighter I
8	Marquis, Sean MD		2018	Firefighter / Paramedic
9	McDaniel, Jason	Bg-12	2023	Firefighter / EMT
10	Mercier, Melanie		2008	EMT-A
11	Nitsch, Wolf (Bg 1)		1978	Firefighter
12	Oldenburger, Erik		2024	Firefighter 1 / Rescue Diver
13	Sassano, Mia		2024	EMT
14	Smith, Josh		2019	Firefighter / EMT
15	Syversen, Megan		2025	Firefighter / A-EMT / Instructor I
16	Terretta, John		2025	Firefighter / EMT

APPENDIX B – LOCAL 580 SUPPORT LETTER



JANESVILLE FIRE FIGHTERS LOCAL 580



JUSTIN WISKIE
PRESIDENT

TYLER MAECHTLE
VICE PRESIDENT

ADAM SCHMIDT
SECRETARY-TREASURER

Williams Bay Village Board
250 Williams St
Williams Bay, WI 53191

April 16, 2026

Dear Village Board members,

Fontana's existing staffing model includes full-time, part-time, and paid-on-call personnel. This blended model has proven effective in meeting the evolving needs of the communities they serve. We further believe that expanding this structure will meet the service expectations of Williams Bay. Local 580 supports this flexible approach, which allows the department to provide reliable coverage while maintaining professional standards.

Union firefighters, EMTs, and paramedics bring a unique set of advantages to any municipality they serve. As trained professionals, who operate under a collective bargaining agreement, they ensure consistent qualifications, accountability, and adherence to nationally recognized standards. Municipalities benefit from a workforce committed to safety, ongoing training, operational readiness, and strong labor-management relationships. Residents and visitors can trust that their emergency services are provided by personnel who are dedicated to excellence and supported by resources that uphold both safety and efficiency.

The Village of Fontana and Janesville Fire Fighters Local 580 have a positive and productive working relationship. This partnership has fostered mutual respect, constructive communication, and a shared commitment to public safety. We are confident that this same cooperative spirit will extend to Williams Bay should the Village choose to move forward with this service agreement. Thank you for your time and consideration. Local 580 stands ready to support efforts that enhance regional fire and EMS services and strengthen the protection provided to the communities of Walworth County.

Sincerely,
Justin Wiskie
President - IAFF Local 580
303 Milton Ave
Janesville, WI 53545

APPENDIX C – WALWORTH TOWNSHIP SUPPORT LETTER



TOWN OF WALWORTH WALWORTH COUNTY, WI

April 22, 2026

Village of Williams Bay Trustees,

As you are aware, the Town of Walworth has entered into a long-term intergovernmental agreement with the Village of Fontana-on-Geneva Lake for both fire protection and EMS services.

Throughout this process, Fontana has demonstrated a high level of professionalism, transparency, and collaboration in working with surrounding communities and departments. They have successfully established agreements with the Town of Delavan and Hebron Fire District that includes both shared dual-response areas and clearly defined primary response zones, ensuring efficient, consistent and effective service delivery.

Given that the Village of Williams Bay already contracts Fontana for EMS services, there is a natural advantage in maintaining continuity by aligning fire protection services as well. Fontana's familiarity with your community's geography, infrastructure, response patterns, and existing apparatus creates a seamless operational environment that directly benefits response times, coordination, and overall public safety.

In addition to emergency response, Fontana has been a reliable partner in fire prevention. The Town of Walworth has entrusted Fontana with fire inspections for local businesses and vacation rentals, as well as school-based fire safety and prevention programs. Their consistency and commitment in these areas have been instrumental in enhancing safety across our Town.

While the Town of Delavan has been a valued service provider to the Town, we made the decision to contract with Fontana FD, recognizing their capacity and strategic approach to service delivery. We placed our confidence in Fontana's expertise to help shape response areas and mutual aid agreements that prioritize effectiveness over strict adherence to municipal boundaries. This approach has proven beneficial in optimizing coverage and ensuring timely resource deployment.

It is imperative that our communities continue to work collaboratively to support our emergency service providers and empower them to design response systems that maximize efficiency and minimize response times. Fontana has demonstrated its ability to do exactly that for the Town of Walworth, and we are confident they will deliver the same high level of service and commitment to the Village of Williams Bay.

We encourage you to give full consideration to the long-term benefits of continuity, coordination, and proven performance in your decision-making process as you evaluate your fire protection service options.

Alex Rasch

A handwritten signature in cursive script that reads "Alex Rasch".

Walworth Township Supervisor

W6741 Brick Church Road, PO Box 386, Walworth, WI 53184 ~ 262.275.9800



**TOWN OF WALWORTH
WALWORTH COUNTY, WI**

April 22, 2026

Village of Fontana Trustees

RE: Williams Bay RFP for Fire Services

To Whom It May Concern:

During the Town Board Meeting held on April 21, 2026, the Board voted to support the Fontana Fire Department's request to respond to the Williams Bay Request for Proposal (RFP) for Fire Services as follows:

Supervisor Rasch made a motion to approve the cohesive agreement, as proposed by Chief Manthy, which included all provisions up to and including section C3 with all the same stipulations by those set by the Village of Fontana for part-time personnel, and did not apply to full-time staff at this stage. Supervisor Pearce seconded the motion. The Board unanimously carried the decision with a vote of 5-0.

Please contact me if you have any questions.

Regards,

Marie Baker

Marie Baker, Clerk-Treasurer

cc: Chief Manthy

APPENDIX D – FONTANA EQUIPMENT INVENTORY

Item Description Gas Powered Saws	Count
Husqvarna K970 Circular rescue saw	1
Husqvarna 353 Chain	2
STIHL 14" CUTOFF SAW	1
STIHL 20" VENT CHAINSAW	1
STIHL MS 461 Chain saw 4	1
STIHL MS 461 Chain saw 5	1

Item Description Battery Powered Tools	
M18 BATTies	32
Chargers for M18 batteries	12
MILWAUKEE DUAL BATTERY CHAINSAW	1
MILWAUKEE DUAL BATTERY FAST CHARGER	1
MILWAUKEE MINI CUTOFF SAW	1
BATTERY POWERED ANGLE GRINDER	1
BATTERY POWERED DRILL	3
BATTERY POWERED IMPACT GUN (SHORT)	3
BATTERY POWERED LIGHT TOWER	1
BATTERY POWERED SAWZALL	2
ELECTRICAL CORD POWERED SAWZALL	2

Item Description Gear Washing	
Cissell 35 Extractor Washer	1
GE Clothes Dryer	1

Item Description Brush Fire Equipment	
EJ Metal pump skid unit brush truck	1
2026 Can Am 6x6 UTV w/fire pump, water, brush fire equip	1
Load Trail Trailer	1

Item Description Fire Hose	Count
Fire Hose 1 3/4"	61
Fire Hose 2 1/2"	36
Fire Hose 3"	1
Fire Hose LDH	40
6" Hard Suction	10

Item Description Misc Equipment	Count
Ground Ladders	11
Nozzles	18
2100 gal Folding Tank	1
Honda EU 2000i portable generator	2
Portable Lighting Equipment	9

Item Description Rescue Equipment	
Ajax 911 Chisel	1
Rescue 42 Strut 4 piece set	1
Hydraulic Rescue Equipment Spreaders, Cutters, Combi Tools, R	10
Turtle Cribbing Kit multiple items	1
Hi-Lift First Responder Jack	1
Airbag Control Kit	1
13 Ton Airbag	1
22 Ton airbag	1
Misc Technical Rescue Equipment	5

Item Description SCBA's	
SCBA Bottle	40
SCOTT 4500 SCBA	18
PAC TRAC	1
RIT Pack	2

Item Description Radios and Pagers	
Kenwood mobile radios	18
Minitor Pager UHF	16
Minitor Pager VHF	22
NX-5200 Portable Radio	10
XL 200 - 800 mhz portable radio	10
XL-200m 800 mhz mobile radio	11

Item Description Water Rescue Equipment	
SCUBA BC Sea Quest Pro QD	4
SCUBA Divator Airlines	2
SCUBA Dry Suit	4
SCUBA Full Face Masks and Comms	6
SCUBA MISC Items	6
SCUBA Regulators and stages	1
SCUBA Tank,Fontana Fire / Rescue	13
ICE Rescue Suit,Fontana Fire / Rescue	14
ROV	1
Side Scan Sonar	1
Side Scan Sonar,Fontana Fire / Rescue	2
PFD & PFD Clothing	26
Divator 1 DP1	2
Mares Rock Pro	2

Item Description Thermal Imagers and Gas Detection	
Thermal Imagers and Search Cameras	7
Sen Sit TKX Multi Gas Detector	1
SENSIT HXG-2D 4 gas	1
SENSIT GOLD 4 GAS	2
SENSIT P100 HCN	1
MicroRAE 4Gas Meter	1
CO MONITOR	7
TAC Stick	1

Item Description Misc EMS Equipment	Count
Zoll AED	4
ZOLL X Series	3
Glide Scope	4
ABC Glucose Meter	6
LUCAS Device CCR	2
Stryker cot	2
Stryker Powerload System	1
Stryker Stair Chair	2

Item Description Fans PPV and Smoke Ejector	
Tempest 16" PPV gas	1
Tempest Smoke Ejector electric	1
Super Vac PPV gas	1
SuperVac PPV battery	1

Item Description breathing Air and O2 Fill Equipment	
6000 psi Breathing Air Tanks For Fill Stations	6
Breathing Air Compressor	1
Breathing Air Fill Station 3720	1
Breathing Air Fill Station Floor Unit	1
O2 Bottle	14
O2 Fill Station	1

Item Description Extinguisher	
Water Extinguisher	6
CO Extinguisher	6
Dry Chem Extinguisher	8
Specialty Extinguisher	2

APPENDIX E – COST PROPOSAL BUDGET SUMMARIES

2026 Draft WB RFP Fire Personnel Budget

Combined Fire Personnel Staffing Options

	Current / 1	2 & 3A	3B	3C	FT Comp*
Admin/Officer Salaries	\$25,125	\$31,760	\$31,760	\$31,760	\$31,760
POC/Part-time Salaries*	\$76,277	\$78,198	\$159,191	\$272,582	\$305,255
FICA & Medicare	\$7,757	\$8,412	\$14,608	\$23,282	\$52,387
WRS	\$572	\$572	\$572	\$29,341	\$35,162
Health & Dental	\$3,340	\$3,340	\$3,340	\$3,340	\$130,953
Vision	\$64	\$64	\$64	\$64	\$1,604
Life	\$70	\$70	\$70	\$70	\$1,850
Total- Combine	\$113,205	\$122,415	\$209,605	\$360,439	\$558,971

* Full-time is not Proposed.
Represents full-time staffing costs as a comparison to current part-time proposals

OPTION 1 / CURRENT 2026 FIRE BUDGET									
Position	Hours	Wage	SALARIES	FICA/Medicare	WRS	HEALTH/DENT	VISION	LIFE	ALL BENEFITS
POC Admin / Officers	740	\$25.52	\$18,884.80	\$1,444.69					\$1,444.69
10% PD Amin (4hrs/wk.)	208	\$30.00	\$6,240.00	\$477.36	\$572.00	\$3,340.00	\$64.00	\$70.00	\$4,523.36
Admin / Officer Salary Total			\$25,124.80	\$1,922.05	\$572.00	\$3,340.00	\$64.00	\$70.00	\$5,968.05
Part Time / Paid-On-Call	3224	\$23.66	\$76,276.94	\$5,835.19					
Benefit Totals -			\$7,757	\$572	\$3,340	\$64	\$70	\$5,968	
Part Time / Paid-On-Call		Hours	POC Admin / Officer		Hours				
Calls Meetings & Drills 20 hours / week		1040	On-Call Hrs.		5 hrs. per wk.-POC AC /Capt.		520		
Night Staffing - Fri, Sat, Sun (14 hrs. X 156 Days)		2184	Admin Hrs.		POC Admin Hours		220		
		3224			Total POC Admin / Officer Hours		740		

OPTION 2 & 3A Staffing / Additional POC & Officer On-Call Hours									
Position	Hours	Wage	SALARIES	FICA/Medicare	WRS	HEALTH/DENT	VISION	LIFE	ALL BENEFITS
POC Admin / Officers	1000	\$25.52	\$25,520.00	\$1,952.28					\$1,952.28
10% PD Amin (4hrs/wk.)	208	\$30.00	\$6,240.00	\$477.36	\$572.00	\$3,340.00	\$64.00	\$70.00	\$4,523.36
Admin / Officer Salary Total			\$31,760.00	\$2,429.64	\$572.00	\$3,340.00	\$64.00	\$70.00	\$6,475.64
Part Time / Paid-On-Call	3524	\$22.19	\$78,197.56	\$5,982.11					
Hourly Wage = Step 2 (POC)			Benefit Totals -	\$8,412	\$572	\$3,340	\$64	\$70	\$6,476
Part Time / Paid-On-Call			Hours	POC Admin / Officer			Hours		
Calls Meetings & Drills 20 hours / week			1340	On-Call Hrs.	5 hrs. per wk.-POC AC /Capt.			780	
Night Staffing - Fri, Sat, Sun (14 hrs. X 156 Days)			2184	Admin Hrs.	POC Admin Hours			220	
			3524	Total POC Admin / Officer Hours			1000		
300 ADDITIONAL POC HOURS				ADDITION OF ONE ASSISTANT CHIEF POSSITION					

OPTION 3B - Additional POC, Officer On-Call, and 10 hour part-time position									
Position	Hours	Wage	SALARIES	FICA/Medicare	WRS	HEALTH/DENT	VISION	LIFE	ALL BENEFITS
POC Admin / Officers	1000	\$25.52	\$25,520.00	\$1,952.28					\$1,952.28
10% PD Amin (4hrs/wk.)	208	\$30.00	\$6,240.00	\$477.36	\$572.00	\$3,340.00	\$64.00	\$70.00	\$4,523.36
Admin / Officer Salary Total			\$31,760.00	\$2,429.64	\$572.00	\$3,340.00	\$64.00	\$70.00	\$6,475.64
Part Time / Paid-On-Call	7174	\$22.19	\$159,191.06	\$12,178.12					
Hourly Wage = Step 2 (POC)			Benefit Totals -	\$14,608	\$572	\$3,340	\$64	\$70	\$6,476
Part Time / Paid-On-Call		Hours		POC Admin / Officer			Hours		
Calls Meetings & Drills 20 hours / week		1340		On-Call Hrs.	5 hrs. per wk.-POC AC /Capt.			780	
Night Staffing - Fri, Sat, Sun (14 hrs. / Day) + WB Day		5834		Admin Hrs.	POC Admin Hours			220	
		7174		Total POC Admin / Officer Hours			1000		
ADDITIONAL 300 POC HOURS AND WB DAYTIME HOURS (10 hours)					ADDITION OF ONE ASSISTANT CHIEF POSSITION				

OPTION 3C - Additional POC, Officer On-Call, and 24-hour part-time position									
Position	Hours	Wage	SALARIES	FICA/Medicare	WRS	HEALTH/DENT	VISION	LIFE	ALL BENEFITS
POC Admin / Officers	1000	\$25.52	\$25,520.00	\$1,952.28					\$1,952.28
10% PD Amin (4hrs/wk.)	208	\$30.00	\$6,240.00	\$477.36	\$572.00	\$3,340.00	\$64.00	\$70.00	\$4,523.36
Admin / Officer Salary Total			\$31,760.00	\$2,429.64	\$572.00	\$3,340.00	\$64.00	\$70.00	\$6,475.64
Part Time / Paid-On-Call	12284	\$22.19	\$272,581.96	\$20,852.52	\$28,768.89				
Benefit Totals - (PT WRS 36 hrs./wk. X 3 personnet - 5616 hrs.)				\$23,282	\$29,341	\$3,340	\$64	\$70	\$6,476
Part Time / Paid-On-Call			Hours	POC Admin / Officer			Hours		
Calls Meetings & Drills 20 hours / week			1,340.00	On-Call Hrs.		5 hrs. per wk.-POC AC /Capt.		780	
Night Staffing - Fri, Sat, Sun (14 hrs./ Day) + WB 24-hour			10,944.00	Admin Hrs.		POC Admin Hours		220	
24 hours X 365 = 8760			12,284.00	Total POC Admin / Officer Hours			1000		
ADDITIONAL 300 POC HOURS AND WB 24-HOUR POSITION				ADDITION OF ONE ASSISTANT CHIEF POSSITION					

FULL-TIME COMPARISON - THREE ADDITIONAL FULL TIME STAFF									
Position	Hours	Wage	SALARIES	FICA/Medicare	WRS	HEALTH/DENT	VISION	LIFE	ALL BENEFITS
POC Admin / Officers	1000	\$25.52	\$25,520.00	\$1,952.28					\$1,952.28
PD Amin Assistant (4 hrs. / we	208	\$30.00	\$6,240.00	\$477.36	\$572.00	\$3,340.00	\$64.00	\$70.00	\$4,523.36
\$31,760.00									
Part Time	3224	\$22.19	\$71,540.56	\$5,472.85					\$5,472.85
Full Time FF EMT # 1	2590	\$22.38	\$57,964.20	\$13,302.78	\$8,578.70	\$31,903	\$385	\$445	\$54,614.79
Full Time FF EMT # 2	2590	\$22.38	\$57,964.20	\$13,302.78	\$8,578.70	\$31,903	\$385	\$445	\$54,614.79
Full Time FF EMT # 3	2590	\$22.38	\$57,964.20	\$13,302.78	\$8,578.70	\$31,903	\$385	\$445	\$54,614.79
Full Time Overtime Budget	1782	\$33.57	\$59,821.74	\$4,576.36	\$8,853.62	\$31,903	\$385	\$445	\$46,163.28
Full-Time / Part-Time / POC			\$305,255	\$52,387	\$35,162	\$130,953	\$1,604	\$1,850	
Part Time / Paid-On-Call				Hours		POC Admin / Officer			
Calls Meetings & Drills 20 hours / week				1040		On-Call Hrs. 5 hrs. per wk. -POC AC /Capt.			
Night Staffing - Fri, Sat, Sun (14 hrs./ Day) + WB 24-hour				2184		Admin Hrs. POC Admin Hours			
				3224		Total POC Admin / Officer Hours 1000			
ADDITION OF ONE ASSISTANT CHIEF POSSITION									
OVERTIME (Based on FF/EMT Step 2)									
Coverage for Work	Vacation	Sick - 24 Hrs.	Other						
Reduction Days	Coverage 6	X 6 Days	72 Hrs. X 3						
8760 - 7770 FT Hrs.	shifts	X 3 Empl	Employees						
990	144	432	216	1782					
Average Overtime Rate				\$33.57					
TOTAL OVERTIME BUDGET				\$59,821.74					

FONTANA FIRE DEPARTMENT BUDGET 2026 - OPTION 1

EMS Expenses		EMS EXPENSES				Walworth Tp.	
Act #	200-		\$2,026	Split	Fontana	Williams Bay	
			\$2,574,385		\$1,067,233	\$1,055,729	\$385,262
FIRE EXPENSES							
Act #	100-	Fire Expenses	2026	Split	Fontana	WB	Walworth Tp
52200-110		Fire Admin (A.C. & Capt)	\$25,126	3-Way Split	\$10,960	\$10,364	\$3,802
52200-115		Fire Salaries (Part time / POC)	\$76,277	3-Way Split	\$33,272	\$31,464	\$11,541
52200-131		FICA	\$7,757	3-Way Split	\$3,384	\$3,200	\$1,174
52200-133		Fire WRS	\$572	3-Way Split	\$250	\$236	\$87
52200-134		Fire Health	\$3,340	3-Way Split	\$1,457	\$1,378	\$505
52200-135		Fire Vision	\$64	3-Way Split	\$28	\$26	\$10
52200-136		Fire Life	\$70	3-Way Split	\$31	\$29	\$11
52200-210		Professional Services	\$3,000	3-Way Split	\$1,309	\$1,238	\$454
52200-212		Delavan Township IGA- Fire	\$3,500	Font / WB	\$1,750	\$1,750	N/A
52200-222		Communication Expense	\$10,000	3-Way Split	\$4,362	\$4,125	\$1,513
52200-300		Supplies Expense	\$7,000	3-Way Split	\$3,053	\$2,888	\$1,059
52200-310		Office Supplies Expense	\$3,200	3-Way Split	\$1,396	\$1,320	\$484
52200-315		Technology Expense	\$11,500	3-Way Split	\$5,016	\$4,744	\$1,740
52200-330		Travel Expense	\$4,000	3-Way Split	\$1,745	\$1,650	\$605
52200-335		Education Expense	\$6,000	3-Way Split	\$2,617	\$2,475	\$908
52200-340		Fire Equipment (2%)	\$75,278	3-Way Split	\$32,836	\$31,052	\$11,390
52200-345		Truck & Auto Expense	\$12,000	3-Way Split	\$5,234	\$4,950	\$1,816
52200-350		Fire Equipment Repairs	\$30,000	3-Way Split	\$13,086	\$12,375	\$4,539
52200-351		Twp Tender / UTV Equip	\$2,000	Twp	N/A	N/A	\$2,000
52200-352		Twp Tender / UTV Maint	\$1,900	Twp	N/A	N/A	\$1,900
52200-355		Fuel	\$6,000	3-Way Split	\$2,617	\$2,475	\$908
52200-510		Insurance	\$14,000	3-Way Split	\$6,107	\$5,775	\$2,118
			\$302,584		\$130,509	\$123,513	\$48,561

EXAMPLE Option 1 Fontana Partnering with Williams Bay Fire Department			
2026 Fire Operating Expenses		Fontana	Williams Bay
		\$130,509	\$123,513
			Total
			\$302,584

2026 FONTANA FIRE DEPARTMENT BUDGET - OPTION 2 PROVIDING FIRE SERVICE FROM FONTANA

Act # 200-		EMS Expenses		EMS EXPENSES		
		2026	Split	Fontana	Williams Bay	Walworth Tp.
		\$2,574,385		\$1,067,233	\$1,055,729	\$385,262

FIRE EXPENSES						
Act #	Fire Expenses	2026 Current	2026-New	Split	Fontana	Walworth Twp
52200-110	Fire Admin (A.C. & Capt)	\$25,126	\$31,760	3-Way Split	\$13,854	\$13,101
52200-115	Fire Salaries (Part time / POC)	\$76,277	\$78,198	3-Way Split	\$34,110	\$32,256
52200-131	FICA	\$7,757	\$8,412	3-Way Split	\$3,669	\$3,470
52200-133	Fire WRS	\$572	\$572	3-Way Split	\$250	\$236
52200-134	Fire Health	\$3,340	\$3,340	3-Way Split	\$1,457	\$1,378
52200-135	Fire Vision	\$64	\$64	3-Way Split	\$28	\$26
52200-136	Fire Life	\$70	\$70	3-Way Split	\$31	\$29
52200-210	Professional Services	\$3,000	\$3,600	3-Way Split	\$1,570	\$1,485
52200-212	Delavan Township IGA- Fire	\$3,500	\$3,500	Font / WB	\$1,750	\$1,750
52200-222	Communication Expense	\$10,000	\$12,000	3-Way Split	\$5,234	\$4,950
52200-300	Supplies Expense	\$7,000	\$8,400	3-Way Split	\$3,664	\$3,465
52200-310	Office Supplies Expense	\$3,200	\$3,840	3-Way Split	\$1,675	\$1,584
52200-315	Technology Expense	\$11,500	\$13,800	3-Way Split	\$6,020	\$5,693
52200-330	Travel Expense	\$4,000	\$4,800	3-Way Split	\$2,094	\$1,980
52200-335	Education Expense	\$6,000	\$7,200	3-Way Split	\$3,141	\$2,970
52200-340	Fire Equipment (2%)	\$75,278	\$75,278	3-Way Split	\$32,836	\$31,052
52200-345	Truck & Auto Expense	\$12,000	\$14,400	3-Way Split	\$6,281	\$5,940
52200-350	Fire Equipment Repairs	\$30,000	\$36,000	3-Way Split	\$15,703	\$14,850
52200-351	Twp Tender / UTV Equip	\$2,000	\$2,000	Twp	N/A	N/A
52200-352	Twp Tender / UTV Maint	\$1,900	\$1,900	Twp	N/A	N/A
52200-355	Fuel	\$6,000	\$8,400	3-Way Split	\$3,664	\$2,475
52200-510	Insurance	\$14,000	\$19,600	3-Way Split	\$8,550	\$8,085
				Total Increases		
		\$302,584	\$337,133		\$145,580	\$136,775
						\$48,561
						\$34,549

EXAMPLE Fontana Providing Fire Service From Fontana Fire Station			
2026 Fire Operating Expenses		Williams Bay	Total
Fontana	\$145,580	\$136,775	\$330,916

3-Way Split Percentages		
Fontana	Williams Bay	Total
43.62%	41.25%	100.00%

2026 FONTANA FIRE DEPARTMENT BUDGET - WB OPTION 3A (WB STATION WITH TWO 24-HOUR POSITIONS)

EMS EXPENSES					
Act # 200-	EMS Expenses	2026	Split	Fontana	Williams Bay
		\$2,574,385	3-Way Split	\$1,067,233	\$1,055,729
					Walworth Twp.
					\$385,262
					Notes

FIRE EXPENSES									
Act # 100-	Fire Expenses	2026 Current	2026-New	Split	Fontana	WB	Walworth Twp	NOTES	Increase
52200-110	Fire Admin (A.C. & Capt)	\$25,126	\$31,760	3-Way Split	\$13,854	\$13,101	\$4,805	POC Increase	\$6,634
52200-115	Fire Salaries (Part time / POC)	\$76,277	\$78,198	3-Way Split	\$34,110	\$32,256	\$11,831	POC Increase	\$1,921
52200-131	FICA	\$7,757	\$8,412	3-Way Split	\$3,669	\$3,470	\$1,273	POC Increase	\$655
52200-133	Fire WRS	\$572	\$572	3-Way Split	\$250	\$236	\$87	POC Increase	\$0
52200-134	Fire Health	\$3,340	\$3,340	3-Way Split	\$1,457	\$1,378	\$505	POC Increase	\$0
52200-135	Fire Vision	\$64	\$64	3-Way Split	\$28	\$26	\$10	POC Increase	\$0
52200-136	Fire Life	\$70	\$70	3-Way Split	\$31	\$29	\$11	POC Increase	\$0
52200-210	Professional Services	\$3,000	\$3,600	3-Way Split	\$1,570	\$1,485	\$545	20% Increase	\$600
52200-212	Delavan Township IGA- Fire	\$3,500	\$3,500	Fontana / WB	\$1,527	\$1,444	\$530	NA	\$0
52200-222	Communication Expense	\$10,000	\$12,000	3-Way Split	\$5,234	\$4,950	\$1,816	20% Increase	\$2,000
52200-300	Supplies Expense	\$7,000	\$9,800	3-Way Split	\$4,275	\$4,043	\$1,483	40% Increase	\$2,800
52200-310	Office Supplies Expense	\$3,200	\$3,840	3-Way Split	\$1,675	\$1,584	\$581	20% Increase	\$640
52200-315	Technology Expense	\$11,500	\$13,800	3-Way Split	\$6,020	\$5,693	\$2,088	20% Increase	\$2,300
52200-330	Travel Expense	\$4,000	\$4,800	3-Way Split	\$2,094	\$1,980	\$726	20% Increase	\$800
52200-335	Education Expense	\$6,000	\$7,200	3-Way Split	\$3,141	\$2,970	\$1,089	20% Increase	\$1,200
52200-340	Fire Equipment (2%)	\$75,278	\$75,278	3-Way Split	\$32,836	\$31,052	\$11,390	NA	\$0
52200-345	Truck & Auto Expense	\$12,000	\$16,800	3-Way Split	\$7,328	\$6,930	\$2,542	40% Increase	\$4,800
52200-350	Fire Equipment Repairs	\$30,000	\$42,000	3-Way Split	\$18,320	\$17,325	\$6,355	40% Increase	\$12,000
52200-351	Twp Tender / UTV Equip	\$2,000	\$2,000	Twp	N/A	N/A	\$2,000	NA	\$0
52200-352	Twp Tender / UTV Maint	\$1,900	\$1,900	Twp	N/A	N/A	\$1,900	NA	\$0
52200-355	Fuel	\$6,000	\$8,400	3-Way Split	\$3,664	\$3,465	\$1,271	40% Increase	\$2,400
52200-510	Insurance	\$14,000	\$19,600	3-Way Split	\$8,550	\$8,085	\$2,965	40% Increase	\$5,600
		\$302,584	\$346,933		\$149,631	\$141,501	\$55,801		\$44,349

** EXAMPLE** Fontana Providing Fire Service From Williams Bay - Two 24-hour Personnel			
2026 Fire Operating Expenses	Fontana	Williams Bay	Walworth Twp.
	\$149,631	\$141,501	\$55,801
			Total
			\$346,933

3-Way Split Percentages			
Fontana	Williams Bay	Walworth Twp	Total
43.62%	41.25%	15.13%	100.00%

2026 FONTANA FIRE DEPARTMENT BUDGET - WB OPTION 3B (WB STATION WITH TWO 24-HOUR & ONE DAYTIME POSITIONS)

EMS EXPENSES							
Act #	200-EMS Expenses	2026	Split	Fontana	Williams Bay	Walworth Twp.	Notes
		\$2,574,385	3-Way Split	\$1,067,233	\$1,055,729	\$385,262	
FIRE EXPENSES							
Act #	100- Fire Expenses	2026 Current	2026-New	Fontana	WB	Walworth Twp	NOTES
52200-110	Fire Admin (A.C. & Capt)	\$25,126	\$31,760	\$13,854	\$13,101	\$4,805	POC Increase \$6,634
52200-115	Fire Salaries (Part time / POC)	\$76,277	\$159,191	\$69,439	\$65,666	\$24,086	POC Increase \$82,914
52200-131	FICA	\$7,757	\$14,608	\$6,372	\$6,026	\$2,210	POC Increase \$6,851
52200-133	Fire WRS	\$572	\$572	\$250	\$236	\$87	POC Increase \$0
52200-134	Fire Health	\$3,340	\$3,340	\$1,457	\$1,378	\$505	POC Increase \$0
52200-135	Fire Vision	\$64	\$64	\$28	\$26	\$10	POC Increase \$0
52200-136	Fire Life	\$70	\$70	\$31	\$29	\$11	POC Increase \$0
52200-210	Professional Services	\$3,000	\$3,600	\$1,570	\$1,485	\$545	20% Increase \$600
52200-212	Delavan Township IGA- Fire	\$3,500	\$3,500	\$1,527	\$1,444	\$530	NA \$0
52200-222	Communication Expense	\$10,000	\$12,000	\$5,234	\$4,950	\$1,816	20% Increase \$2,000
52200-300	Supplies Expense	\$7,000	\$9,800	\$4,275	\$4,043	\$1,483	40% Increase \$2,800
52200-310	Office Supplies Expense	\$3,200	\$3,840	\$1,675	\$1,584	\$581	20% Increase \$640
52200-315	Technology Expense	\$11,500	\$13,800	\$6,020	\$5,693	\$2,088	20% Increase \$2,300
52200-330	Travel Expense	\$4,000	\$4,800	\$2,094	\$1,980	\$726	20% Increase \$800
52200-335	Education Expense	\$6,000	\$7,200	\$3,141	\$2,970	\$1,089	20% Increase \$1,200
52200-340	Fire Equipment (2%)	\$75,278	\$75,278	\$32,836	\$31,052	\$11,390	NA \$0
52200-345	Truck & Auto Expense	\$12,000	\$16,800	\$7,328	\$6,930	\$2,542	40% Increase \$4,800
52200-350	Fire Equipment Repairs	\$30,000	\$42,000	\$18,320	\$17,325	\$6,355	40% Increase \$12,000
52200-351	Twp Tender / UTV Equip	\$2,000	\$2,000	N/A	N/A	\$2,000	NA \$0
52200-352	Twp Tender / UTV Maint	\$1,900	\$1,900	N/A	N/A	\$1,900	NA \$0
52200-355	Fuel	\$6,000	\$8,400	\$3,664	\$3,465	\$1,271	40% Increase \$2,400
52200-510	Insurance	\$14,000	\$19,600	\$8,550	\$8,085	\$2,965	40% Increase \$5,600
		\$302,584	\$434,123	\$187,663	\$177,467	\$68,993	\$131,539

** EXAMPLE** Fontana Providing Fire Service From Williams Bay - 3B Third Daytime Position			
2026 Fire Operating Expenses	Fontana	Williams Bay	Walworth Twp.
	\$187,663	\$177,467	\$68,993
			\$434,123

3-Way Split Percentages		
Fontana	Williams Bay	Walworth Twp
43.62%	41.25%	15.13%
		Total
		100.00%

2026 FONTANA FIRE DEPARTMENT BUDGET - WB OPTION 3C (WB STATION WITH THREE 24-HOUR POSITIONS)

EMS EXPENSES						
Act # 200-	EMS Expenses	2026	Split	Fontana	Williams Bay	Notes
		\$2,574,385	3-Way Split	\$1,067,233	\$1,055,729	\$385,262
FIRE EXPENSES						
Act # 100-	Fire Expenses	2026-New	Split	Fontana	WB	Walworth Twp
52200-110	Fire Admin (A.C. & Capt)	\$25,126	3-Way Split	\$13,854	\$13,101	POC Increase \$6,634
52200-115	Fire Salaries (Part time / POC)	\$76,277	3-Way Split	\$118,900	\$112,440	POC Increase \$196,305
52200-131	FICA	\$7,757	3-Way Split	\$10,156	\$9,604	POC Increase \$15,525
52200-133	Fire WRS	\$572	3-Way Split	\$12,798	\$12,103	POC Increase \$28,769
52200-134	Fire Health	\$3,340	3-Way Split	\$1,457	\$1,378	POC Increase \$0
52200-135	Fire Vision	\$64	3-Way Split	\$28	\$26	POC Increase \$0
52200-136	Fire Life	\$70	3-Way Split	\$31	\$29	POC Increase \$0
52200-210	Professional Services	\$3,000	3-Way Split	\$1,570	\$1,485	20% Increase \$600
52200-212	Delavan Township IGA- Fire	\$3,500	Fontana / WB	\$1,527	\$1,444	NA \$0
52200-222	Communication Expense	\$10,000	3-Way Split	\$5,234	\$4,950	20% Increase \$2,000
52200-300	Supplies Expense	\$7,000	3-Way Split	\$4,275	\$4,043	40% Increase \$2,800
52200-310	Office Supplies Expense	\$3,200	3-Way Split	\$1,675	\$1,584	20% Increase \$640
52200-315	Technology Expense	\$11,500	3-Way Split	\$6,020	\$5,693	20% Increase \$2,300
52200-330	Travel Expense	\$4,000	3-Way Split	\$2,094	\$1,980	20% Increase \$800
52200-335	Education Expense	\$6,000	3-Way Split	\$3,141	\$2,970	20% Increase \$1,200
52200-340	Fire Equipment (2%)	\$75,278	3-Way Split	\$32,836	\$31,052	NA \$0
52200-345	Truck & Auto Expense	\$12,000	3-Way Split	\$7,328	\$6,930	40% Increase \$4,800
52200-350	Fire Equipment Repairs	\$30,000	3-Way Split	\$18,320	\$17,325	40% Increase \$12,000
52200-351	Twp Tender / UTV Equip	\$2,000	Twp	N/A	N/A	NA \$0
52200-352	Twp Tender / UTV Maint	\$1,900	Twp	N/A	N/A	NA \$0
52200-355	Fuel	\$6,000	3-Way Split	\$3,664	\$3,465	40% Increase \$2,400
52200-510	Insurance	\$14,000	3-Way Split	\$8,550	\$8,085	40% Increase \$5,600
		\$302,584		\$253,457	\$239,686	\$91,814
		\$584,957				\$282,373

** EXAMPLE** Fontana Providing Fire Service From Williams Bay - 3C Third 24-Hour Position			
2026 Fire Operating Expenses		Fontana	Walworth Twp.
		\$253,457	\$91,814
		\$239,686	\$584,957

3-Way Split Percentages			
Fontana	Williams Bay	Walworth Twp	Total
43.62%	41.25%	15.13%	100.00%

EMS EXPENSES					
Act # 200-	EMS Expenses	2026	Split	Fontana	Notes
		\$2,574,385	3-Way Split	\$1,067,233	Walworth Tp. \$385,262

FIRE EXPENSES									
Act # 100-	Fire Expenses	2026 Current	2026-New	Split	Fontana	WB	Walworth Twp	NOTES	Increase
52200-110	Fire Admin (A.C. & Capt)	\$25,126	\$31,760	3-Way Split	\$13,854	\$13,101	\$4,805	(3) Full-Time	\$6,634
52200-115	Fire Salaries (Part time / POC)	\$76,277	\$305,255	3-Way Split	\$133,152	\$125,918	\$46,185	(3) Full-Time	\$228,978
52200-131	FICA	\$7,757	\$52,387	3-Way Split	\$22,851	\$21,610	\$7,926	(3) Full-Time	\$44,630
52200-133	Fire WRS	\$572	\$35,162	3-Way Split	\$15,338	\$14,504	\$5,320	(3) Full-Time	\$34,590
52200-134	Fire Health	\$3,340	\$130,953	3-Way Split	\$57,122	\$54,018	\$19,813	(3) Full-Time	\$127,613
52200-135	Fire Vision	\$64	\$1,604	3-Way Split	\$700	\$662	\$243	(3) Full-Time	\$1,540
52200-136	Fire Life	\$70	\$1,850	3-Way Split	\$807	\$763	\$280	(3) Full-Time	\$1,780
52200-210	Professional Services	\$3,000	\$3,600	3-Way Split	\$1,570	\$1,485	\$545	20% Increase	\$600
52200-212	Delavan Township IGA- Fire	\$3,500	\$3,500	Fontana / WB	\$1,527	\$1,444	\$530	NA	\$0
52200-222	Communication Expense	\$10,000	\$12,000	3-Way Split	\$5,234	\$4,950	\$1,816	20% Increase	\$2,000
52200-300	Supplies Expense	\$7,000	\$9,800	3-Way Split	\$4,275	\$4,043	\$1,483	40% Increase	\$2,800
52200-310	Office Supplies Expense	\$3,200	\$3,840	3-Way Split	\$1,675	\$1,584	\$581	20% Increase	\$640
52200-315	Technology Expense	\$11,500	\$13,800	3-Way Split	\$6,020	\$5,693	\$2,088	20% Increase	\$2,300
52200-330	Travel Expense	\$4,000	\$4,800	3-Way Split	\$2,094	\$1,980	\$726	20% Increase	\$800
52200-335	Education Expense	\$6,000	\$7,200	3-Way Split	\$3,141	\$2,970	\$1,089	20% Increase	\$1,200
52200-340	Fire Equipment (2%)	\$75,278	\$75,278	3-Way Split	\$32,836	\$31,052	\$11,390	NA	\$0
52200-345	Truck & Auto Expense	\$12,000	\$16,800	3-Way Split	\$7,328	\$6,930	\$2,542	40% Increase	\$4,800
52200-350	Fire Equipment Repairs	\$30,000	\$42,000	3-Way Split	\$18,320	\$17,325	\$6,355	40% Increase	\$12,000
52200-351	Twp Tender / UTV Equip	\$2,000	\$2,000	Twp	N/A	N/A	\$2,000	NA	\$0
52200-352	Twp Tender / UTV Maint	\$1,900	\$1,900	Twp	N/A	N/A	\$1,900	NA	\$0
52200-355	Fuel	\$6,000	\$8,400	3-Way Split	\$3,664	\$3,465	\$1,271	40% Increase	\$2,400
52200-510	Insurance	\$14,000	\$19,600	3-Way Split	\$8,550	\$8,085	\$2,965	40% Increase	\$5,600
		\$302,584	\$783,489		\$340,057	\$321,580	\$121,852		\$480,905

** EXAMPLE** Fontana Providing Fire Service From Williams Bay - Three Full-Time Positions			
2026 Fire Operating Expenses	Fontana	Williams Bay	Walworth Twp.
	\$340,057	\$321,580	\$121,852
			\$783,489

3-Way Split Percentages			
Fontana	Williams Bay	Walworth Twp	Total
43.62%	41.25%	15.13%	100.00%

CITED REFERENCES

Elmore, R (October 13, 2025) *What ISO Fire Department Ratings Really Mean* – Blazestack Publishing

<https://www.blazestack.com/blog/iso-fire-department-rating>

WI Department of Safety and Professional Services (May 2025) – *Wisconsin Fire Service Handbook*

<https://dsps.wi.gov/Documents/Programs/FirePrevention/SBD9405P.pdf>

Village of Fontana - Site (August 2025) – *Site Assessment Study – New Public Safety Building Site*

<https://vi.fontana.wi.gov/wp-content/uploads/Fontana-Public-Safety-Building-Site-Study-2025-08-21.pdf>

Village of Fontana - Info (January 2026) – *Informational Sessions on Public Safety Building & Responses*

<https://vi.fontana.wi.gov/wp-content/uploads/PSB-info-meetings-013126.pdf>

<https://vi.fontana.wi.gov/wp-content/uploads/PSB-public-comment-results.pdf>

Village of Fontana - New Site (Revised January 2026) – *Village of Fontana Public Safety Site Study*

<https://vi.fontana.wi.gov/wp-content/uploads/PSB-RM-Presentation-20260112.pdf>

Public Administration Association-PAA (May 2024) – *Public Safety Study: Staffing and Fleet Projections – Village of Fontana – Police and Fire Departments, Village of Williams Bay -Fire Department*

<https://vi.fontana.wi.gov/wp-content/uploads/Fontana-final-report-05092024-1.pdf>

Policy Forum (October 2025) *One Step Ahead - Preparing for the Future of Fire and Emergency Medical Services in Walworth County*

https://www.co.walworth.wi.us/DocumentCenter/View/18228/OneStepAhead_WalworthCountyFireEMS-Final?bidId=

Memo

To: Village of Williams Bay
From: Attorney Mark A. Schroeder
Date: June 8, 2026
Re: Fontana Fire Department Proposal for Fire Services

The Fontana Fire Department (Fontana) has submitted a proposal to provide fire protection services for the Village of Williams Bay (Village). Their proposal includes three options for the provision of that service. I have been requested to review these options and comment on any legal liability issues which may arise in connection with each option. My analysis will not include consideration of the financial aspects of any proposal, because they fall into the public policy realm.

In undertaking my analysis, it is helpful to begin with a brief discussion of the general liability of the Village in providing fire protection services. Because the Village has a population of less than 5500, it is not required by statute to provide that service. Wis. Stat. Sec. 61.65 (2). However, pursuant to the authority contained in Wis. Stat. Sec. 61.34, the Village Board has determined it is appropriate to provide for fire protection within the Village.

In the past, and currently, the Village has provided fire protection service by utilizing the Williams Bay Fire Department (Fire Department), a separate entity created by the authority of Wis. Stat. Sec. 213.02. If a person believes that they have suffered an injury to a person or property in connection with a response undertaken by the Fire Department, the person would make a claim against the Fire Department only, unless they could also show some separate liability on the part of the Village.

Both the Village and the Fire Department separately enjoy the protections offered by Wis. Stat. Sec. 890.80 (4), at least as to state law claims, which would be the vast majority of any such claim brought against the Village or Fire Department. The statute provides immunity for any act that involves the exercise of discretion and judgment. *Oden v. City of Milwaukee*, 361 Wis. 2d 708, ¶ 12 (CT. APP. 2015). However, the statute does not provide immunity in connection with liability for failure to perform ministerial duties imposed by law or known and compelling dangers that give rise to ministerial duties. *Ibid*.

Examples of a ministerial duty imposed by law is where a statute prescribes a course of action or an adopted manual prescribes a course of action. A compelling and known danger is one which is so clear and absolute that it creates an absolute, certain and imperative duty to act. An example in one case being where a van was partially submerged in a pond and responders were aware that children were located in the van, but chose to wait until a wrecker came to the scene to pull the van out of the pond. *Id.* at ¶ 18.

With this in mind, I have reviewed the three options presented by Fontana in its proposal. I note that all of the options preserve the existing Fontana EMS personnel staffing stationed in Williams Bay to serve Williams Bay, Fontana and the Town of Walworth. As a result, there do not appear to be any EMS related liability issues created by any of the three proposals.

Option 1 is the only option which provides that the Fire Department would continue to provide fire service protection to the Village, but in conjunction with Fontana. The Fire Department would continue to operate independently and maintain its own equipment, its own personnel and its own fire station. This option would require the creation of standardized procedures and policies to be agreed to and followed separately and together by both the Fire Department and Fontana. What caught my attention is the statement in the proposal that this option would "... provide limited operational cohesiveness;". In other words, in response to a fire incident, who would be in charge of what activities.

With the Village being aware of that issue, my concern is whether, if the village agrees to that option, it is exposed to a claim of violating a ministerial duty in the provision of fire protection services, or is failing to address a known and compelling danger. In the *Oden* opinion cited above, the City of Milwaukee retained We Energies to provide training to city protective services personnel on how to respond to suspected gas leaks. We Energies provided training and a manual on how to address gas leaks, but only fire department personnel received the training. The police department personnel did not.

A situation arose where there was a significant gas leak in a residential area. The manual was not followed by the police department or fire department and so persons and property were injured in a subsequent gas explosion. The court found that the city had no immunity in that situation, even though the training and manual were provided by We Energies. This was based upon both the ministerial duty and known and present danger exceptions to the statute. If it can be successfully contended that the Village violated a ministerial duty arising from a known and present danger due to the issue of operational cohesiveness, there is a risk of a potential successful claim against the Village on that basis.

Separately, there is the issue of whether the Williams Bay Fire Department, as currently comprised, is or can be in conformity with the requirements of Wis. Administrative Code SPS 330, a copy of which is attached. This would include, but is not limited to, whether the Fire Department is in conformity with SPS 330.08, addressing minimum training and education standards, and SPS 330.15, addressing physical and medical capabilities.

In my opinion, Chapter SPS 330 creates a ministerial duty to follow the requirements of that chapter. If not followed, they could create potential liability for the Fire Department and Fontana under Option 1, and could possibly generate a claim, if not liability, against the Village.

Option 2 provides for a transition from two departments into a single fire department, resulting in fire protection services to be provided solely by Fontana with Fontana personnel and equipment. This option removes the operational cohesiveness issue. However, from a legal standpoint, the process for achieving the transition to one fire department needs to be clearly spelled out. That process would then need to be followed, as it would create a ministerial duty. Whether the fire protection services could best be provided by this option also must be determined, but in my opinion, this would be a discretionary policy decision and so fall under the statutory immunity protection umbrella.

Option 3 also specifies that fire protection services would be provided solely by Fontana. As a result, my comments concerning this option are similar to those for Option 2. As noted above, this would include the need to clearly spell out the transition process. This option does provide for more staffing options for both the Williams Bay fire station and the Fontana fire station. In my opinion, choosing any of the staffing options would be discretionary policy decisions and fall under the statutory immunity protection umbrella.

Conclusion

While the Village does enjoy significant statutory protection against state law claims in providing fire protection services, when negotiating an agreement for the provision of fire protection services, the Village does need to be cognizant of addressing ministerial duties and known and compelling dangers that could be associated with the options for providing such services.

Chapter SPS 330

FIRE DEPARTMENT SAFETY AND HEALTH STANDARDS

Subchapter I — Purpose and Scope

- SPS 330.001 Purpose.
SPS 330.002 Scope.
SPS 330.003 Application.

Subchapter II — Definitions

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- SPS 330.145 Facility safety.

Subchapter XI — Medical

- SPS 330.15 Physical and medical capabilities.

Subchapter XII — Member Assistance Referral Program

- SPS 330.16 Member assistance referral program.

Subchapter XIII — Miscellaneous Activities

- SPS 330.20 Hazardous materials.
SPS 330.21 Confined spaces.
SPS 330.22 Diving operations.
SPS 330.23 Miscellaneous hazardous situations.

Note: Chapter ILHR 30 as it existed on August 31, 1995, was repealed and a new chapter ILHR 30 was created effective September 1, 1995. Chapter ILHR 30 was renumbered Chapter Comm 30 under s. 13.93 (2m) (b) 1., Stats., and corrections made under s. 13.93 (2m) (b) 6. and 7., Stats., Register, February, 1999, No. 518. Chapter Comm 30 was renumbered chapter SPS 330 under s. 13.92 (4) (b) 1., Stats., Register December 2011 No. 672.

Subchapter I — Purpose and Scope

SPS 330.001 Purpose. Pursuant to s. 101.055 (3) (a), Stats., the purpose of this chapter is to establish minimum safety and health standards for public sector fire department employers and their employees.

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95; CR 01-044: r. and recr. Register December 2001 No. 552, eff. 1-1-02; CR 17-067: am. Register September 2018 No. 753, eff. 10-1-18.

SPS 330.002 Scope. In addition to the requirements in ch. SPS 332, this chapter contains minimum requirements for an occupational safety and health program for public sector fire department employees involved in fire department operations.

Note: Private sector fire department employers and their employees are regulated under the federal Occupational Safety and Health Administration (OSHA) regulations.

Note: Many of the requirements of this chapter are based upon the National Fire Protection Association (NFPA) 1500-Standard on Fire Department Occupational Safety and Health Program and 29 CFR 1910.156 of the OSHA regulations.

Note: Chapter SPS 332 contains additional safety and health requirements for all public employees.

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95; CR 01-044: r. and recr. Register December 2001 No. 552, eff. 1-1-02; correction made under s. 13.92 (4) (b) 7., Stats., Register December 2011 No. 672.

SPS 330.003 Application. (3) **CONFLICTS.** If requirements of the statutes, this chapter, or other Wisconsin administrative code chapters specify varying requirements, the requirement more protective of employee safety and health shall apply.

(4) **GLOBAL DELETIONS FOR THE NFPA STANDARDS.** Unless specified in subch. IV or specifically applied by another section in this chapter, the following requirements of the NFPA standards do not apply as rules of the department:

(a) All requirements of a secondary standard or publication that is referenced in a standard adopted in subch. IV.

Published under s. 35.93, Stats. Updated on the first day of each month. Entire code is always current. The Register date on each page is the date the chapter was last published.

(b) All requirements pertaining to emergency medical services.

(c) All requirements that mandate fire fighter certification.

(d) All requirements that mandate fire apparatus operator certification.

(e) All requirements that mandate instructor certification.

History: CR 01-044: cr. Register December 2001 No. 552, eff. 1-1-02; CR 17-067: r. (1), (2), am. (3), cr. (4) Register September 2018 No. 753, eff. 10-1-18.

Subchapter II — Definitions

SPS 330.01 Definitions. In this chapter:

(1) “Aerial device” means any extendable or articulating device that is designed to position fire fighters and handle fire fighting equipment.

(1m) “Ambulance service provider” has the meaning given under s. 256.01 (3), Stats.

(2) “Approved” means acceptable to the department.

(3) “Authority having jurisdiction” means the department.

(4) “Basic life support” has the meaning given under s. 256.15 (1) (d), Stats.

(5) “Department” means the department of safety and professional services.

(6) “Emergency operation” means activities of the fire department relating to rescue, fire suppression, emergency medical care, and special operations, including response to the scene of the incident and functions performed at the scene.

(6h) “Employee” or “public employee”, as defined in s. 101.055 (2) (b), Stats., means any employee of the state, of any state agency or of any political subdivision of the state.

(6m) “Employer” or “public employer”, as defined in s. 101.055 (2) (d), Stats., means the state, any state agency or any political subdivision of the state.

(7) “Fire apparatus” means a vehicle operated by a fire department and used for emergency operations to transport person-

nel and equipment and to support the suppression of fires and mitigation of other hazardous situations.

(8) “Fire chief” means the highest ranking officer in charge of a fire department.

(9) “Fire department” means any public organization engaged in fire fighting.

(10) “Fire fighter” means any person performing the powers and duties of a public fire department, whether or not that person is engaged in emergency operations. “Fire fighter” includes full- and part-time employees and paid and unpaid volunteers.

(11) “Fire fighter organization” means an organization that represents the collective and individual rights and interests of fire fighters, such as a collective bargaining group or a fire fighters association. “Fire fighter organization” includes any organization that fire fighters authorize to represent their interests in negotiations with fire department managers.

(12) “Fire fighting” means any activity related to controlling and extinguishing an unwanted fire or a fire set for training fire fighters, including any activity that exposes a fire fighter to the danger of heat, flame, smoke, or any other product of combustion, explosion, or structural collapse, but does not include any activities pertaining to fighting wildland fires. Fire fighting includes emergency operations and responses related to rescues, terrorism, and special hazards.

(13g) “Fit test” means the use of a testing protocol to qualitatively or quantitatively evaluate and verify the proper fit and seal of a respirator on an individual.

Note: See also qualitative fit test (QLFT) and quantitative fit test (QNFT).

(13r) “Hazard” means a condition, an object, or an activity with the potential of causing personal injury, equipment damage, loss of material, or reduction of the ability to accomplish the mission.

(14) “Hazardous atmosphere” means any atmosphere that is oxygen deficient or that contains a toxic or disease producing contaminant, whether or not it is immediately dangerous to life or health.

(14g) “Health and safety officer” means the person assigned and authorized by the fire chief as the manager of the fire department’s health and safety programs.

(14r) “Immediately dangerous to life or health” or “IDLH” means any condition that would pose an immediate or delayed threat to life, cause irreversible adverse health effects, or interfere with an individual’s ability to escape from a hazardous environment.

(15) “Imminent hazard” means an act or condition that presents a danger to persons or property that is so urgent and severe that it requires immediate corrective or preventive action.

(15m) “Incident commander” means the individual who has the overall authority and responsibility for the management of emergency operations and personnel activities, including the development of strategies and tactics and the ordering and release of resources.

(16) “Incident management system” means an organized system that defines the roles and responsibilities assumed by emergency responders and the standard operating guidelines used to manage and direct emergency operations and other related functions.

(16m) “Incident safety officer” means the individual designated by the fire chief or incident commander who has obtained training from a qualified instructor on the roles and responsibilities of an incident safety officer.

(17) “Member” means a person occupying any position or rank within a fire department and involved in performing any

type of duties or responsibilities under the authority of a fire department. “Member” includes a full- or part-time employee or paid or unpaid volunteer.

(17m) “National Incident Management System” or “NIMS” means a system that provides a consistent, nationwide approach for organizations to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity.

(19) “Occupational illness” means an illness or disease contracted through or aggravated by the performance of the duties, responsibilities, and functions of a fire department member.

(20) “Occupational injury” means an injury sustained during the performance of the duties, responsibilities, and functions of a fire department member.

(21c) “Qualified instructor” means a fire service instructor who is determined by the fire chief to be knowledgeable in the topic and has demonstrated the knowledge and ability to deliver instruction effectively from a prepared lesson plan, including instructional aids and evaluation instruments; adapt lesson plans to the unique requirements of the students and authority having jurisdiction; organize the learning environment so that learning and safety are maximized; and meet the record-keeping requirements of the authority having jurisdiction.

(21g) “Qualitative fit test” or “QLFT” means a pass or fail fit test to assess the adequacy of respirator fit that relies on the individual’s response to the test agent.

(21n) “Quantitative fit test” or “QNFT” means an assessment of the adequacy of respirator fit by numerically measuring the amount of leakage into the respirator.

(21r) “Personal alert safety system” or “PASS” means a device that continually senses for lack of movement of the wearer and automatically activates the alarm signal, indicating the wearer is in need of assistance.

(21w) “Self-contained breathing apparatus” or “SCBA” means an atmosphere-supplying respirator for which the breathing air source is designed to be carried by the user.

(23) “Service test” means the regular, periodic inspection and testing of apparatus and equipment, according to an established schedule and procedure, to ensure that it is in safe and functional operating condition.

(24) “Special hazard” means a substance, device, event, circumstance or condition that presents an unusual and severe danger to fire fighters or an abnormally high level of fire danger. Special hazards include water rescue, confined space entry, high-angle rescue, and operations requiring specialized training.

(25) “Standard operating guideline” means a written organizational directive that establishes or prescribes specific operational or administrative methods to be followed routinely, which can be varied due to operational need in the performance of designated operations or actions.

(26) “Structural fire fighting” means fire fighting that involves buildings, enclosed structures, enclosed vehicles, or enclosed vessels.

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95; CR 01-044: cr. (6h) and (6m), r. (22), Register December 2001 No. 552, eff. 1-1-02; correction in (5), (18) made under s. 13.92 (4) (b) 6., 7., Stats., Register December 2011 No. 672; CR 17-067: cr. (1m), am. (4), (6), (7), (10), (12), r. (13), cr. (13g), (13r), (14g), (14r), (15m), am. (16), cr. (16m), renum. (17) (intro.) to (17) and am., r. (17) (a) to (c), cr. (17m), r. (18), am. (19), (20), r. (21), cr. (21c), (21g), (21n), (21r), (21w), am. (25), (26) Register September 2018 No. 753, eff. 10-1-18.

Subchapter III — Administration and Enforcement

SPS 330.011 Inspections. (1) RIGHT OF ENTRY TO INVESTIGATE OR INSPECT. The authorized representatives of the department may enter any premises, at any time, to inspect, investigate, or enforce compliance with the provisions of this chapter. The date on each page is the date the chapter was last published.

partment, upon presentation of the appropriate credentials to an employer, may do all of the following:

(a) Enter without delay and at reasonable times any building, place of employment or workplace of a public employer, or an environment where work is performed by an employee of the employer.

(b) Inspect and investigate during regular working hours and at other reasonable times, and within reasonable limits and in a reasonable manner, any place of employment and all pertinent conditions, structures, machines, apparatus, devices, equipment, and materials, and question privately any employer or employee.

(2) **PARTICIPATION IN INSPECTIONS.** Pursuant to s. 101.055 (5), Stats., a representative of the employer, an employee, or an employee representative shall be provided an opportunity to accompany a department inspector on any inspection made under this chapter.

(3) **REQUESTS FOR INSPECTIONS.** (a) Any person, who believes a safety or health standard or variance is being violated or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the department to conduct an inspection by completing a complaint registration form designated by the department.

Note: The online complaint form is available on the Department's website at dps.wi.gov/Pages/SelfService. See s. 101.055, Stats., for information regarding the complaint process.

(b) If an employee or employee representative requesting an inspection requests confidentiality, that person's name may not be disclosed to the employer or any other person, including any state agency except the department.

(4) **ORDERS.** Pursuant to s. 101.055 (6), Stats., the department shall issue orders for violation of this chapter.

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95; CR 17-067: am. (1), (3) (a), (b), r. (3) (c) Register September 2018 No. 753, eff. 10-1-18.

SPS 330.012 Posting department order. Upon issuance of an order of noncompliance, the employer shall post a copy of the order in accordance with s. 101.055 (6) (a) 1., Stats.

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95; CR 01-044: r. and recr. Register December 2001 No. 552, eff. 1-1-02.

SPS 330.013 Variances. Pursuant to s. 101.055 (4), Stats., the department shall consider and may grant a temporary variance, an experimental variance or a permanent variance as specified in s. SPS 303.04 for a safety and health issue affecting public employees.

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95; correction made under s. 13.92 (4) (b) 7., Stats., Register December 2011 No. 672.

SPS 330.014 Notices. Every employer shall post a notice which summarizes the employee's protections and rights as granted under s. 101.055, Stats.

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95.

SPS 330.015 Penalties. Penalties for violations of this chapter may be assessed as specified in s. 101.02, Stats.

Note: Section 101.02 (13) (a), Stats., indicates penalties will be assessed against any employer, employee, owner or other person who fails or refuses to perform any duty lawfully enjoined, within the time prescribed by the department, for which no penalty has been specifically provided, or who fails, neglects or refuses to comply with any lawful order made by the department, or any judgment or decree made by any court in connection with ss. 101.01 to 101.25, Stats. For each such violation, failure or refusal, such employee, owner or other person must forfeit and pay into the state treasury a sum not less than \$10 nor more than \$100 for each violation.

Note: Section 101.02 (12), Stats., indicates that every day during which any person, persons, corporation or any officer, agent or employee thereof, fails to observe and comply with an order of the department will constitute a separate and distinct violation of such order.

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95.

Subchapter IV — Adopted Standards

SPS 330.02 Incorporation of standards by reference. The following standards are incorporated by reference into this chapter:

(1) NFPA 1001-2013, Standard for Fire Fighter Professional Qualifications.

(2) NFPA 1002-2017, Standard for Fire Apparatus Driver/Operator Professional Qualifications.

(3) NFPA 1021-2014, Standard for Fire Officer Professional Qualifications, subject to the modifications specified in this chapter.

(4) NFPA 1403-2018, Standard on Live Fire Training Evolutions.

(5) NFPA 1901-2016, Standard for Automotive Fire Apparatus.

(6) NFPA 1911-2017, Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Emergency Vehicles, subject to the modifications specified in this chapter.

(7) NFPA 1971-2018, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting.

(8) NFPA 1981-2013, Standard on Open-Circuit Self-Contained Breathing Apparatus for Emergency Services.

(9) NFPA 1982-2013, Standard on Personal Alert Safety Systems (PASS).

(10) NFPA 1983-2017, Standard on Life Safety Rope and Equipment for Emergency Services, subject to the modifications specified in this chapter.

(11) CGA Standard G-7.1, 2011, Commodity Specification for Air.

Note: Copies of the standards are on file in the offices of the department and the legislative reference bureau.

Note: NFPA standards may be viewed online at NFPA.org or purchased from the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02169.

Note: CGA standards may be purchased from the Compressed Gas Association, 14501 George Carter Way, Suite 103, Chantilly, VA 20151 or at www.cganet.com.

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95; CR 01-044: r. and recr. Register December 2001 No. 552, eff. 1-1-02; CR 17-067: renum. (1) (intro.), (a) to (f) to (intro.), (1) to (6) and am., r. (1) (g), renum. (1) (h) to (k) to (7) to (10) and am., r. (2) (intro.), renum. (2) (a) to (11) and am. Register September 2018 No. 753, eff. 10-1-18.

Subchapter V — Organization

SPS 330.03 Fire department health and safety officer. (1) **ASSIGNMENT.** (a) Each fire department shall have a health and safety officer.

(b) The health and safety officer shall assist the fire chief in his or her responsibility for the safety and health of the fire fighter.

(c) The health and safety officer shall report directly to the fire chief.

(d) The health and safety officer position may be filled by a single individual or by several individuals as determined by need and at the discretion of the fire chief. When several individuals are assigned to the position, at least one should be a member of the occupational safety and health committee. The health and safety officer position may be staffed by an existing fire department member who performs other duties in addition to those set forth in this section.

Note: The health and safety officer is distinct from the incident safety officer and may be the incident safety officer or can be a separate function.

(2) **QUALIFICATIONS.** The health and safety officer's qualifications shall include all of the following:

(a) Fire department membership.

(b) Knowledge of state and local laws regulating fire fighter safety and health.

(c) Knowledge of the potential safety and health hazards involved in fire fighting.

(d) Knowledge of the principles and techniques of managing a safety and health program.

(3) AUTHORITY AND RESPONSIBILITY. The health and safety officer's authority and responsibility shall include all of the following:

(a) The authority and responsibility to identify and recommend corrections of violations of safety and health standards.

(b) The authority and responsibility to recommend immediate correction of situations that create an imminent hazard to personnel.

(c) The authority and responsibility to alter, suspend, or terminate activities at the emergency scene when those activities are determined by the health and safety officer to be unsafe or an imminent hazard.

(4) FUNCTIONS. The health and safety officer shall do all of the following:

(a) Be a member of the safety and health committee and maintain a liaison with staff officers, fire fighters, equipment manufacturers, regulatory agencies, safety specialists, and the fire department physician.

(b) Develop and revise rules, regulations, and standard operating guidelines pertaining to safety and health, and report to the fire chief on the adequacy and effectiveness of the rules and regulations. The fire chief shall define the role of the health and safety officer in the enforcement of the rules and regulations.

(c) Identify and mitigate safety and health hazards and be involved in critiques.

(d) Ensure that training in safety procedures is provided to all fire fighters. Training shall address corrective actions recommended by accident investigations.

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95; CR 01-044: am. (1) (b), Register December 2001 No. 552, eff. 1-1-02; CR 17-067: am. (title), (1) (a) to (c), cr. (1) (d), am. (2), (3), (4) (intro.), (a) to (c) Register September 2018 No. 753, eff. 10-1-18; correction in (1) (d) made under s. 35.17, Stats., Register September 2018 No. 753.

SPS 330.05 Occupational safety and health committee. (1) Every fire department shall establish an occupational safety and health committee, which shall advise the fire chief on issues related to the program. The committee shall include representatives of fire department management and fire fighters or representatives of fire fighter organizations or other persons. Any representatives of a fire service organization shall be selected by the fire fighter organization. The fire chief shall appoint the other members of the committee.

(2) The committee appointed under sub. (1) shall do all of the following:

(a) Conduct research, develop recommendations, and review matters pertaining to the program.

(b) Hold regularly scheduled meetings, which shall occur at least biannually, and may hold special meetings as deemed necessary. The committee shall make a written record of its meetings available to all fire department members.

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95; CR 17-067: am. Register September 2018 No. 753, eff. 10-1-18.

SPS 330.06 Records. Every fire department shall do all of the following:

(1) Establish a data collection system and maintain permanent records of all reported accidents, injuries, illnesses, and

deaths that are or may be job related. The system shall include individual records of any occupational exposure to known or suspected toxic products or contagious diseases.

(2) Maintain a training record for each fire fighter indicating dates, subjects covered, and certifications achieved.

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95; CR 17-067: am. Register September 2018 No. 753, eff. 10-1-18.

Subchapter VI — Training and Education

SPS 330.07 Training and education program. Every fire department shall do all of the following:

(1) Establish and maintain a member training and education program that identifies specific goals and objectives for the prevention and elimination of occupational accidents, injuries, illnesses, exposures to communicable disease, and fatalities.

(2) Assure that the training and education provided under this section are based upon the fire department's written standard operation guidelines.

(3) Assure that the training and education required under this section and s. SPS 330.08 are provided by a qualified instructor.

Note: The intent of this rule is not to require an instructor to be certified. Fire departments should ensure that instructors are qualified in that particular area of expertise familiar with the fire department, its organization, and its operations.

(4) Provide training and education commensurate with the duties and functions the member is expected to perform.

(5) Assure that a member obtains the minimum fire fighter training and education requirements before that member performs any interior structural fire fighting activity or within an IDLH environment as determined by the incident safety officer in accordance with s. SPS 330.14 (1) (g).

Note: The use of a structured on-the-job training program with close supervision can assist fire departments to utilize new members in non-IDLH environments during emergency operations.

(6) Provide training and education to fire fighters about special hazards to which they may be exposed during a fire and other emergencies and advise of any changes that occur in relation to the special hazards. The procedures to address special hazards shall be maintained in written form. Training and education under this subsection shall be provided at least biannually.

(7) Assure that the training and education are conducted frequently enough to ensure that each fire fighter is able to perform the assigned duties and functions satisfactorily and in a safe manner so as not to endanger other fire department members or employees.

(8) Assure that fire fighters whose duties include interior structural fire fighting receive training and education consistent with established fire ground operating procedures. Training and education under this subsection shall be provided at least monthly.

(9) Assure that training and education involving live fire fighting exercises meet the standards specified in NFPA 1403.

(10) Assure that a training and education program for any fire fighter engaged in fire ground operations includes procedures to perform a safe exit from a dangerous area in the event of equipment failure or sudden change in fire conditions.

(11) Assure that fire fighters receive training and education on the incident management system in accordance with s. SPS 330.14 (1) (c).

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95; correction in (1) (b) 3, made under s. 13.92 (4) (b) 7., Stats., Register December 2011 No. 672; CR 17-067: r. and recr. Register September 2018 No. 753, eff. 10-1-18.

SPS 330.08 Minimum training and education standards. (1) No member may be permitted to participate in fire fighting activities until that individual has completed the mini-

mum training and education requirements as specified by any of the following:

(a) An entry-level fire fighter course approved by the technical college system board.

(bm) An approved state apprenticeship program.

(cm) An in-house training program approved by the technical college system board.

(d) NFPA 1001: Standard for Fire Fighter Professional Qualifications.

(2) No member may act as a pumper or aerial operator during an emergency operation until that individual meets the minimum training and education requirements as specified by any of the following:

(a) An entry-level driver/operator-pumper or driver/operator-aerial course approved by the technical college system board.

(bm) An approved state apprenticeship program.

(c) An in-house training program approved by the technical college system board.

(d) NFPA 1002: Standard for Fire Apparatus Driver/Operator Professional Qualifications.

(3) Effective October 1, 2019, a fire officer appointed after October 1, 2018 may not act as a fire officer during an emergency operation until that individual completes NIMS training in accordance with s. SPS 330.14 and obtains the minimum training and education requirements as specified by any of the following:

(a) A fire officer course approved by the technical college system board.

(b) An approved state apprenticeship program.

(c) An in-house training program approved by the technical college system board.

(d) NFPA 1021: Standard for Fire Officer Qualifications.

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95; CR 17-067: am. (title), renum. (1) (a) (intro.) to (1) (intro.), renum. (1) (a) 1. to 4. to (1) (a), (bm), (cm), (d) and am., r. (1) (b), (c), renum. (2) (a) (intro.) to (2) (intro.), renum. (2) (a) 1. to 4. to (2) (a), (bm), (c), (d) and am., r. (2) (b), am. (3), r. (4) Register September 2018 No. 753, eff. 10-1-18; CR 17-067: am. (1) (intro.) and (2) (intro.) Register September 2018 No. 753, eff. 10-1-19; republished to correct transcription error in (2) (a) Register October 2018 No. 754.

Subchapter VII — Apparatus and Equipment

SPS 330.09 Apparatus. (1) Every fire department shall do all of the following:

(a) Give substantial consideration to the health and safety of fire fighters in relation to the specification, design, construction, acquisition, operation, maintenance, inspection, and repair of all fire apparatus and equipment.

(b) Provide, and enforce the use of, a helmet and eye protection to any person riding in any part of an open cab or open tiller seat that does not provide protection of an enclosed cab.

(c) 1. Except as provided in subd. 2., when specifying and ordering any fire apparatus, require a sufficient number of seats in an enclosed area for the maximum number of persons who may ride on the apparatus at any time, as specified by NFPA 1901.

2. Fire apparatus may be sold, traded, or given to another fire department provided the fire apparatus is maintained in accordance with the standards in effect at the time of its manufacture.

(d) Establish a preventative maintenance program that includes all of the following:

1. Inspection of all fire apparatus and equipment at least monthly and within 24 hours after any use to repair or identify and correct unsafe conditions.

2. Maintenance, inspections, and repairs of fire apparatus and equipment that follows the instructions of the manufacturer.

3. Inspection of tires for signs of damage or wear and replacement of tires when the tread wear exceeds manufacturer standards. NFPA 1911 section 8.3.6 is not included as part of this chapter.

4. Removal from service of any fire apparatus or equipment found to be unsafe, as specified by NFPA 1911. No apparatus or equipment found to be unsafe may be placed back in service until it is inspected and repaired or replaced and determined to be safe.

5. Inspection and servicing of test fire pumps and aerial devices on apparatus as specified in NFPA 1911.

Note: There was an inadvertent error in CR 17-067. The phrase "servicing of test" should be "service testing of". The error will be corrected in future rulemaking.

(2) A driver of a fire apparatus shall have a valid driver's license and training relating to the operation of fire apparatus. The driver shall in all conditions operate the fire apparatus in a safe and prudent manner.

(3) The driver of a fire apparatus may not move the apparatus until every person on the apparatus is seated and secured with a seat belt or safety harness in an approved riding position, except as allowed under sub. (4) (a).

(4) (a) Except as provided in par. (c), any person riding on a fire apparatus shall be seated and safely secured by a seat belt or safety harness at any time the apparatus is in motion. No person may stand or ride on the tail steps, sidesteps, running boards, fully enclosed personnel areas, or other exposed part of a fire apparatus while the apparatus is in motion.

(c) Hose loading operations may be performed on moving fire apparatus only when all of the following conditions are met:

1. Hose loading procedures shall be specified in a written standard operating procedure that includes the conditions set forth in this paragraph. All members involved in the hose loading shall be trained in these procedures.

2. There shall be a member, other than those members loading hose, assigned as a safety observer. The safety observer shall have an unobstructed view of the hose loading operation and be in visual and voice contact with the apparatus operator.

3. Nonfire department vehicular traffic shall be excluded from the area or shall be under the control of authorized traffic control persons.

4. The fire apparatus shall be driven only in a forward direction at a speed of 5 mph or less.

5. No person may stand on the tail step, sidesteps, running boards, or any other location on the fire apparatus while the apparatus is in motion.

6. Members may be in the hose bed but no person may stand while the fire apparatus is in motion.

7. Before each hose loading operation, the situation shall be evaluated to ensure compliance with the standard operating guidelines. If the standard operating guideline cannot be met, or if there is any question as to the safety of the operation for the specific situation, the hose may not be loaded on a moving fire apparatus.

(d) Tiller training, where both the instructor and the trainee are at the tiller position, may be performed on tractor-drawn aerial apparatus only if all of the following conditions are met:

1. Tiller training procedures shall be specified in written standard operating guidelines that include the conditions set forth in this paragraph. All members involved in tiller training shall be trained in these procedures.

2. The aerial apparatus shall be equipped with seating positions for both the tiller instructor and the tiller trainee. Both seating positions shall be equipped with seat belts for each individual.

The tiller instructor may take a position alongside the tiller trainee.

3. The tiller instructor's seat may be detachable. If the instructor's seat is detachable, the detachable seat assembly shall be structurally sufficient to support and secure the instructor. The detachable seat assembly shall be attached and positioned in a safe manner immediately adjacent to the regular tiller seat. The detachable seat assembly shall be equipped with a seat belt or vehicle safety harness. The detachable seat assembly shall be attached and used only for training purposes.

4. Both the tiller instructor and the tiller trainee shall be seated and belted.

5. The instructor and trainee shall wear a helmet and use eye protection if seated in an open cab or open tiller seat that does not provide protection of an enclosed cab.

6. If the aerial apparatus is needed for an emergency response during a tiller training session, the training session shall be terminated, and all members shall be seated and belted in the approved riding positions. There shall be only one person at the tiller position. During the emergency response, the apparatus shall be operated by qualified operators.

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95; CR 17-067: am. (title), (1) (intro.), (a) to (c), r. and recr. (1) (d), r. (1) (e) to (g), am. (2), (3), (4) (a), r. (4) (b), am. (4) (c) 5. to 7., (d) 1., 5. Register September 2018 No. 753, eff. 10-1-18.

SPS 330.10 Portable equipment. (1) INSPECTION AND TESTING OF PORTABLE EQUIPMENT. Every fire department shall do all of the following:

(a) Visually inspect, at least monthly and within 24 hours after use, all equipment carried on fire apparatus or designated for training.

(b) Maintain inventory records for equipment carried on each fire apparatus and for equipment designated for training.

(c) At least annually, test all equipment carried on fire apparatus or designated for training according to the instructions and applicable standards of the manufacturer.

(d) Remove from service and repair or replace any fire fighting equipment that is defective or unserviceable as specified in the applicable NFPA standard as specified under s. SPS 330.02.

(e) Inspect and service test all ground ladders.

(f) Inspect and service test all fire hose.

(g) Inspect, maintain, and test all fire extinguishers in compliance with ch. SPS 314.

(2) LIFE SAFETY ROPES, HARNESSSES, AND HARDWARE. Every fire department shall do all of the following:

(a) Use life safety ropes, harnesses, and hardware that meet the standards specified in NFPA 1983.

(b) Use Class I life safety harnesses for fire fighter attachment to aerial devices.

(c) Use Class II and Class III life safety harnesses for fall arrest and rappelling operations.

(d) Use for training evolutions, life safety rope which is designated training rope if the rope is inspected before and after each use according to the manufacturer's instructions.

(e) Maintain records to document the use of each life safety rope used for training or at fires and other emergency incidents.

(3) INSPECTION AND RECERTIFICATION OF LIFE SAFETY ROPE. The following are department exceptions to the requirements in NFPA 1983:

(a) A life safety rope shall be inspected by qualified individuals before and after each use in accordance with the manufacturers' instructions.

(b) If an inspection or test of a life safety rope indicates any

weakness, wear, or damage or there is any question regarding the safety or serviceability of a life safety rope, the rope shall be taken out of service and altered in such a manner that it could not be mistakenly used as a life safety rope.

(c) Unused life safety ropes, harnesses, and hardware shall be recertified in accordance with the manufacturer's instructions. NFPA 1983 section 4.4.1 and table 4.4.1 are not included as part of this chapter.

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95; CR 17-067: renum. SPS 330.10 to (1) and as renumbered am. (1) (intro.), (a) to (d), (g), renum. SPS 330.13 (2) (intro.) to SPS 330.10 (2) (intro.) and as renumbered am. (2) (intro.), (a), cr. (2) (e), (3) Register September 2018 No. 753, eff. 10-1-18.

Subchapter VIII — Protective Clothing and Equipment

SPS 330.11 Minimum Standards. (1) PROTECTIVE CLOTHING AND EQUIPMENT. Every fire department shall do all of the following:

(a) Provide, and enforce the use of, a protective ensemble and equipment to all fire fighters who engage in structural fire fighting or are exposed to hazards or potential hazards in accordance with 29 CFR 1910.132, subject to all of the following:

1. Protective clothing and equipment shall provide protection related to the fire fighter's job duties.

2. New protective clothing and equipment shall meet the applicable standards as specified in NFPA 1971.

3. Existing protective clothing and equipment shall meet the NFPA standard that was current when the protective clothing or equipment was purchased or obtained by the fire department.

4. Required protective clothing and equipment shall be provided at no cost to the fire fighter.

5. Ensure protective clothing and equipment is used and maintained in accordance with manufacturer instructions and 29 CFR 1910.132.

6. Establish a maintenance and inspection program for protective clothing and equipment and assign specific responsibilities for inspection and maintenance.

7. When protective clothing and equipment is assigned or available for use to a fire fighter, provide training to each fire fighter under this paragraph in the proper care, use, inspection, cleaning, decontamination, maintenance, and limitations of the protective clothing and equipment.

(2) EYE, FACE, AND HEARING PROTECTION. Every fire department shall do all of the following:

(a) Provide, and enforce the use of, eye and face protection in accordance with 29 CFR 1910.133 for any fire fighter engaged in fire suppression and other operations involving hazards to the eyes and face whenever the fire fighter's face is not protected by an SCBA facepiece.

(b) Provide, and enforce the use of, hearing protection for any fire fighter operating or riding in fire apparatus when exposed to noise in excess of 90 dBA.

(c) Provide, and enforce the use of, hearing protection in accordance with 29 CFR 1910.95 for any fire fighter exposed to noise in excess of 90 dBA from power tools or equipment unless the use of the protective equipment would create an additional hazard to the fire fighter.

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95; CR 01-044: r. and recr. (2), am. (3) (a), Register December 2001 No. 552, eff. 1-1-02; correction in (3) (a) made under s. 13.92 (4) (b) 7., Stats., Register December 2011 No. 672; CR 17-067: r. and recr., renum. SPS 330.13 (3) to (2) and am. Register September 2018 No. 753, eff. 10-1-18.

SPS 330.12 Self-contained breathing apparatus.

Published under s. 35.93, Stats. Updated on the first day of each month. Entire code is always current. The Register date on each page is the date the chapter was last published.

(1) RESPIRATORY PROTECTION. Every fire department shall do all of the following:

(a) Provide, and enforce the use of, SCBA for all fire fighters engaged in interior structural fire fighting or who enter any area where the atmosphere is hazardous, is suspected of being hazardous, or may become hazardous.

(b) Provide, and enforce the use of, SCBA for all fire fighters working below ground level or inside any confined space unless the safety of the atmosphere can be established by testing and continuous monitoring.

(c) Adopt and maintain a respiratory protection program that satisfies the requirements of 29 CFR 1910.134.

(d) Assure that all sources of compressed breathing air, such as compressors, used for filling SCBA are tested to assure their compliance with sub. (4).

(e) Hydrostatically test each SCBA tank within the time limits specified by the manufacturer of the apparatus and by any federal, state, or local agency with jurisdiction over the possession and use of the apparatus.

(f) Inspect, use, and maintain all SCBA as recommended by the manufacturer.

(2) RESPIRATOR FIT TESTING. Every fire department shall do all of the following:

(a) Conduct a fit test in accordance with 29 CFR 1910.134 to verify the seal and proper fit of the facepiece for each fire fighter required or qualified to use an SCBA.

(b) Conduct a fit test using a qualitative or quantitative test method.

(c) Conduct a fit test prior to initial use and at least annually thereafter.

(d) Conduct a fit test whenever a different type of SCBA is issued.

(e) Conduct a fit test whenever a fire fighter has a change in facial structure that could affect the seal of the SCBA facepiece.

(f) Ensure that SCBA is not worn by a fire fighter who has facial hair or any condition that interferes with the seal of the SCBA facepiece.

(g) Ensure that a fire fighter's corrective glasses or goggles are worn in a manner that does not interfere with the seal of the SCBA facepiece.

(h) Ensure that only a fire fighter who has been fit tested for an SCBA is permitted to function in a hazardous or IDLH atmosphere.

(3) POSITIVE PRESSURE. (a) SCBA of the open-circuit design shall be of the positive pressure type and shall meet the standards specified in NFPA 1981.

(b) Paragraph (a) does not prohibit the use of SCBA if the apparatus can be switched from a demand to a positive-pressure mode.

(c) The apparatus shall be in the positive-pressure mode when fire department members are working in a hazardous atmosphere.

(d) A closed-circuit type SCBA shall be certified by the National Institute of Occupational Safety and Health and shall operate in the positive pressure mode only when worn in a hazardous or IDLH environment. The supply air tank shall have a minimum service duration of 30 minutes.

(4) CGA STANDARDS. Compressed breathing air in an SCBA cylinder shall meet the requirements of CGA standard G-7.1, with a minimum air quality of Grade D and a water vapor level of less than 25 ppm.

(6) TEAMS. Fire fighters using SCBA shall operate in teams of 2 or more members who shall comply with all of the following:

(a) The team members shall be in continuous communication with each other through visual, audible, physical, safety guide rope, electronic, portable radio, or other means to coordinate their activities.

(b) The team members shall be in close enough proximity to each other so as to be able to provide assistance in case of an emergency.

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95; CR 01-044: am. (1) (c), r. (5) and (7), Register December 2001 No. 552, eff. 1-1-02; correction in (1) (c) made under s. 13.92 (4) (b) 7., Stats., Register December 2011 No. 672; CR 17-067: cr. (1) (title), am. (1), r. and recr. (2), cr. (3) (title), am. (3) (a), (b), (d), cr. (4) (title), am. (4), cr. (6) (title), am. (6) (intro.), (a), (b) Register September 2018 No. 753, eff. 10-1-18.

SPS 330.13 Personal alert safety system. Every fire department shall provide, and enforce the use of, a PASS device to every fire fighter using SCBA while engaged in rescue, fire fighting, or other hazardous operations. Each PASS device shall be tested at least weekly and prior to each use as specified in NFPA 1982 and shall be maintained in accordance with the manufacturer's instructions.

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95; CR 01-044: am. (3) (a) and (c), Register December 2001 No. 552, eff. 1-1-02; correction in (3) (a), (c) made under s. 13.92 (4) (b) 7., Stats., Register December 2011 No. 672; CR 17-067: r. and recr. (1) as SPS 330.13, renum. (2) (intro.), (a) to (c) to SPS 330.10 (2) (intro.), (a) to (c), r. (2) (d), renum. (2) (e) to SPS 330.10 (2) (d), r. (2) (f), renum. (3) to SPS 330.11 (2) Register September 2018 No. 753, eff. 10-1-18.

Subchapter IX — Emergency Operations

SPS 330.14 Emergency operations. **(1) INCIDENT MANAGEMENT.** Every fire department shall do all of the following:

(a) Conduct emergency operations and other hazardous situations, including training exercises, in a manner to recognize hazards and to prevent accidents and injuries.

(b) Establish, and ensure use of, an incident management system in accordance with NIMS that includes written standard operating guidelines applicable to all members involved in an emergency operation.

(c) Provide NIMS training to all members involved in emergency operations.

Note: Information on NIMS training is available on FEMA's website at training.fema.gov/nims.

(d) Require the incident commander of an emergency operation to be responsible for the overall safety of all fire fighters and activities occurring at the scene of the operation. The incident commander has overall authority and responsibility for conducting incident operations and is responsible for the management of emergency operations and the activities of emergency personnel at the incident site.

(e) Require the incident commander of an emergency operation to assign safety responsibilities to supervisory personnel at each level of operations and establish an organization with sufficient supervisory personnel to control the position and function of all fire fighters operating at the scene of that emergency operation to ensure that safety requirements are satisfied.

(f) Use a standardized system to identify and account for the assignment of each fire fighter at the scene of an emergency operation.

(g) At an emergency operation where hazards may exist, require the incident commander to assign an incident safety officer with responsibility and authority to do all of the following:

1. Identify, monitor, and assess safety hazards or unsafe situations.

2. Develop measures for ensuring personnel safety.

3. Recommend corrections of violations of safety and health standards.

Published under s. 35.93, Stats. Updated on the first day of each month. Entire code is always current. The Register date on each page is the date the chapter was last published.

4. Recommend immediate correction of situations that create an imminent hazard to personnel.

5. Alter, suspend, or terminate activities at the emergency scene when those activities are deemed by the incident safety officer to be unsafe or an imminent hazard.

(2) **INCIDENT SAFETY REQUIREMENTS.** (a) Every fire department shall comply with all of the following:

1. Provide sufficient personnel to safely conduct emergency scene operations and limit such operations to those that can be safely performed by the personnel available at the scene.

2. If inexperienced fire fighters are working at an emergency operation, provide direct supervision by more experienced officers or members.

(b) All fire fighters operating at an emergency operation and assigned to a position that may place them in potential contact with motor vehicle traffic shall wear a helmet as specified in NFPA 1971 and high-visibility safety apparel as specified in the ANSI 107 standard.

Note: The ANSI/ISEA standard 107, American National Standard for High-Visibility Safety Apparel and Accessories, may be accessed at www.ansi.org.

(3) **RESCUE OF MEMBERS.** (a) A fire fighter using SCBA and operating in an interior structural fire shall operate in a team of 2 or more fire fighters. Except in the case of a structural fire that can be controlled or extinguished by portable fire extinguishers, a back-up team of at least 2 fire fighters wearing SCBA shall be assigned to remain available to perform assistance or rescue activities. One back-up team member with a charged line shall be assigned to a safe non-affected area in or near the structure. The other back-up team member shall remain within voice contact and may be assigned to additional roles so long as this individual is able to perform assistance or rescue activities without jeopardizing the safety or health of any fire fighter working at the scene. At least one additional member shall be assigned to remain outside the structural fire and monitor the operations.

Note: It is not the intent of this rule to prevent any number of persons from responding to a fire call, setting up equipment and initiating exterior suppression at the fire scene. Also, it is not the intent of this rule to prohibit an individual fire fighter from taking an action to preserve the life or safety of another person.

(b) During an emergency operation, the incident commander shall evaluate the risk to fire fighters and, if necessary, request that at least a basic life support ambulance service provider be available at the scene.

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95; CR 01-044: am. (2) (b) 1. and (3) (a), Register December 2001 No. 552, eff. 1-1-02; correction in (2) (b) 1., Stats., Register December 2011 No. 672; CR 17-067: am. (1) (intro.), (b) to (f), renum. (1) (g) to (1) (g) (intro.) and am., cr. (1) (g) 1. to 5., am. (2) (a) (intro.), r. and recr. (2) (b), am. (3) (a), (b) Register September 2018 No. 753, eff. 10-1-18.

Subchapter X — Facility Safety

SPS 330.145 Facility safety. Fire department buildings and facilities shall comply with chs. SPS 332 and 361 to 366.

History: CR 01-044: cr. Register December 2001 No. 552, eff. 1-1-02; CR 01-139: am. Register June 2002 No. 558, eff. 7-1-02; correction made under s. 13.92 (4) (b) 7., Stats., Register December 2011 No. 672.

Subchapter XI — Medical

SPS 330.15 Physical and medical capabilities. (1) The employer shall assure that fire fighters who are expected to do structural fire fighting are physically capable of performing duties which may be assigned to them during emergency operations.

(2) The fire chief may not permit a fire fighter with known

heart disease, epilepsy, or emphysema to participate in fire department emergency operations unless a physician's certificate of the fire fighter's fitness to participate in such operations is provided.

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95; CR 01-044: am. Register December 2001 No. 552, eff. 1-1-02.

Subchapter XII — Member Assistance Referral Program

SPS 330.16 Member assistance referral program.

(1) Every fire department shall establish and adopt a written policy statement for an employee assistance program that identifies and assists members with personal problems, alcohol or substance abuse, stress, or emotional, physical, and mental health issues that are adversely affecting their job performance. The assistance program shall include a resource list of available services and methods for referring a member to the appropriate mental or health care services for the recovery of the member's health and job performance.

(2) Through the program established under sub. (1), every fire department shall provide health promotion activities that identify a fire fighter's physical and mental health risk factors and provide education and counseling to fire fighters for the purpose of preventing health problems and enhancing overall well-being.

(3) The use of municipal or county programs shall meet the requirements of this section.

History: Cr. Register, August, 1995, No. 476, eff. 9-1-95; CR 17-067: am. (1) Register September 2018 No. 753, eff. 10-1-18.

Subchapter XIII — Miscellaneous Activities

SPS 330.20 Hazardous materials. Fire departments engaged in emergency operations relating to hazardous materials shall comply with s. 29 CFR 1910.120 as adopted by reference in ch. SPS 332.

History: CR 01-044: cr. Register December 2001 No. 552, eff. 1-1-02; correction made under s. 13.92 (4) (b) 7., Stats., Register December 2011 No. 672.

SPS 330.21 Confined spaces. Fire departments engaged in emergency operations relating to confined spaces shall comply with s. 29 CFR 1910.146 as adopted by reference in ch. SPS 332.

History: CR 01-044: cr. Register December 2001 No. 552, eff. 1-1-02; correction made under s. 13.92 (4) (b) 7., Stats., Register December 2011 No. 672.

SPS 330.22 Diving operations. Fire departments engaged in emergency operations relating to diving operations shall comply with 29 CFR 1910 subpart T as adopted by reference in ch. SPS 332.

History: CR 01-044: cr. Register December 2001 No. 552, eff. 1-1-02; correction made under s. 13.92 (4) (b) 7., Stats., Register December 2011 No. 672.

SPS 330.23 Miscellaneous hazardous situations. Fire departments engaged in miscellaneous emergency operations and hazardous situations such as structural collapse rescue, elevator rescue, trench rescue, and terrorism responses shall comply with s. SPS 330.14, 29 CFR 1910.132, and any other applicable standard in 29 CFR 1910 and 29 CFR 1926, as adopted by reference in ch. SPS 332.

Note: Requirements for fire departments providing emergency medical services are administered and enforced by the Department of Health Services under ch. DHS 110 and ch. 256, Stats.

History: CR 01-044: cr. Register December 2001 No. 552, eff. 1-1-02; correction made under s. 13.92 (4) (b) 7., Stats., Register December 2011 No. 672; CR 17-067: am. Register September 2018 No. 753, eff. 10-1-18.

Fire Protection Services: Strategic Considerations for Williams Bay

Purpose

The Village Board has identified Fontana as its preferred partner for fire protection services. The remaining discussion is not whether Fontana should play a role, but rather what level of local identity, local control, local staffing, and future flexibility is worth paying for in order to provide the best fire protection to Williams Bay residents over the next 20 years.

This document is intended as a discussion framework rather than a recommendation.

The Core Question

What fire protection model best serves Williams Bay residents over the next 20 years while balancing:

- Reliable emergency response
- Fiscal responsibility
- Local representation and identity
- Future flexibility
- Long-term sustainability

Current Reality

Several facts appear generally accepted:

- Williams Bay Fire Department is experiencing operational stress.
- Volunteer and paid-on-call fire departments throughout Wisconsin are facing recruitment and retention challenges.
- Fontana has demonstrated the capacity to provide reliable staffing and operational support.
- Fontana is currently supporting Williams Bay through the end of 2026.
- The Village must identify a sustainable solution beginning in January 2027.
- The Village wishes to maintain a fire service presence in Williams Bay.

Key Governance Questions

Before selecting a specific model, the Board may wish to consider the following:

1. How much local control is important to preserve?
2. How much local operational capacity is important to preserve?
3. How much future flexibility is important to preserve?
4. What level of service reliability should residents expect?
5. What level of additional cost is justified to preserve local control, staffing, or future options?
6. What assets are important enough to preserve regardless of the service model selected?

Potential Assets to Preserve

The discussion often focuses on preserving or eliminating the department. A more useful question may be what assets the Village values most.

Possible assets include:

- Local fire station presence
- Local firefighters
- Local knowledge and relationships
- Community identity and traditions
- Future operational flexibility
- Governance influence
- Facilities and equipment

These assets may be preserved independently of one another.

Potential Long-Term Models

Model A: Full Consolidation

Fontana becomes the primary provider of fire services and assumes operational responsibility.

Potential Advantages:

- Highest operational simplicity
- Clear accountability
- Predictable staffing

Potential Concerns:

- Reduced local operational control
- Reduced future flexibility
- Difficult to reverse

Model B: Shared Operational Model

Fontana provides guaranteed service while Williams Bay retains some operational role through local personnel and defined responsibilities.

Potential Advantages:

- Preserves local operational capacity
- Preserves future options
- Maintains stronger local connection

Potential Concerns:

- More complex governance
- Potential insurance and liability considerations
- Potential personnel and training challenges

Model C: Transitional Evaluation Period

Fontana provides primary service while the Village evaluates whether long-term local operational capacity remains viable.

Potential Advantages:

- Avoids making an irreversible decision immediately
- Allows additional data gathering
- Preserves flexibility

Potential Concerns:

- Extends uncertainty
- May delay a long-term solution
- Requires defined evaluation criteria

Questions Worth Answering Before a Final Decision

1. What **specific service outcomes** should Williams Bay expect from any future model?
2. What is the **minimum level of local involvement** the Village wishes to preserve?
3. What **additional cost is justified** to preserve that involvement?
4. What **future options would be lost** under each model?
5. Which options **remain available to future Boards** under each model?
6. What **evidence** would indicate that rebuilding local operational capacity is or is not realistic?

Conclusion

The decision before the Village Board is larger than selecting a service provider. It is ultimately a decision about how Williams Bay wishes to balance service reliability, cost, local identity, local involvement, and future flexibility.

Reasonable people may reach different conclusions. The purpose of this discussion is not to advocate for a particular outcome, but to ensure that the Village Board understands the long-term implications of each path before making a decision.

Fontana Fire Department

Village of Williams Bay RFP for Fire Services



Request For Proposal Topics

1. Officer Background & Experience
2. Scope of Required Services & Recommendations
 - Operational Capabilities
 - Three Service Delivery Options
 - Scalable Staffing Solutions
3. References
4. Cost Proposal





Officer Background & Experience

Chief & Deputy Chief

Paid-On-Call Officers

Assistant Chief

Captain

Full-Time Company Officers

Duty Crew Captain

Two Duty Crew Lieutenants

Scope of Services



EXECUTIVE SUMMARY

- Option 1 - Working in partnership with Williams Bay Fire Department.
- Option 2 – Fontana provides Williams Bay fire service from the Fontana Fire Station.
- Option 3 – Fontana provides Williams Bay fire service from both Fontana and Williams Bay fire stations.

NFPA 1710
“regardless of
population
density: a travel
time of less than
4 minutes and a
time of less than
90 seconds for
turn out from the
station once the
alarm is
received.”



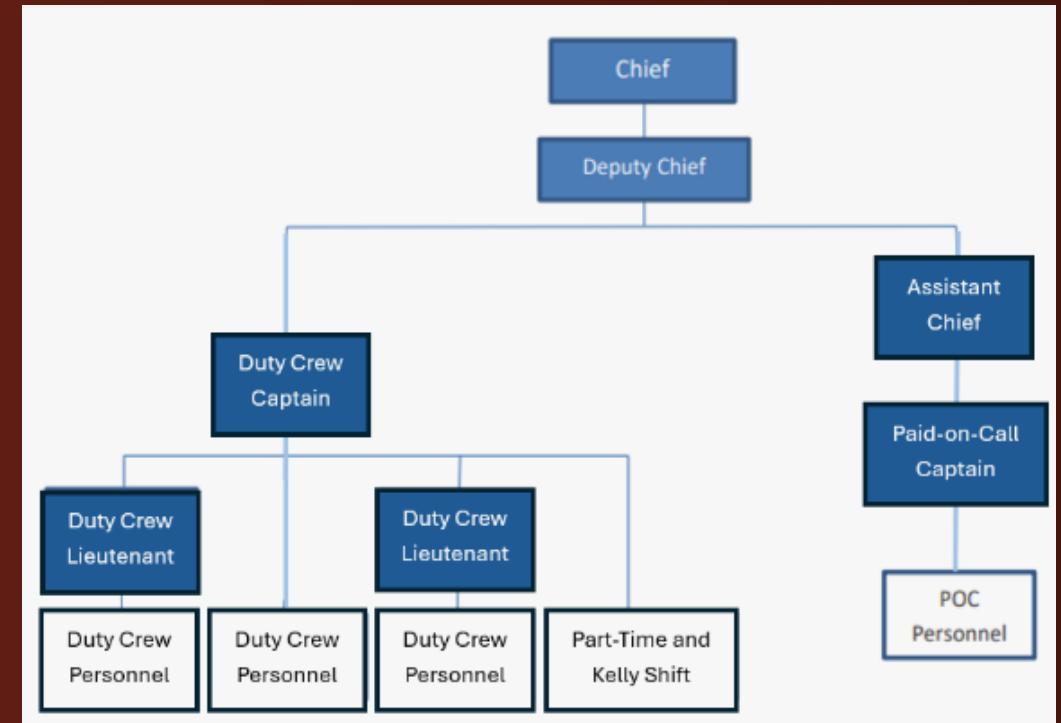
Scope of Services

A. Governance & Oversight

- Village Administration
- Joint Emergency Services Committee
- Fontana Police & Fire Commission

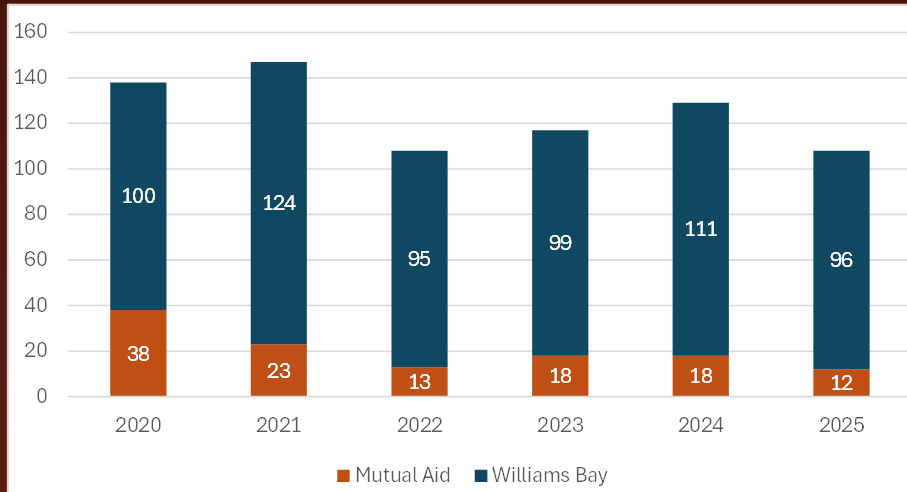
B. Organizational Structure

- Additional POC Assistant Chief Position
- Lateral Williams Bay Officer Transfer

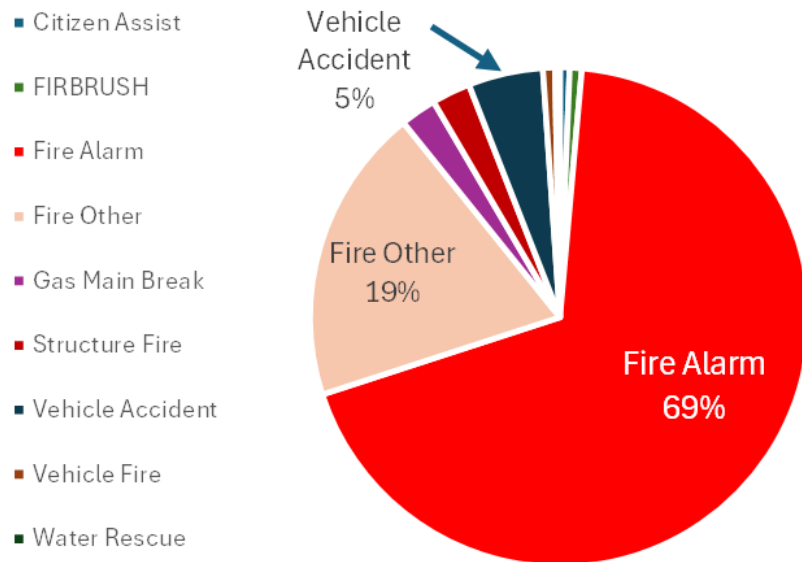


C. Level of Service

- Fire Response Resources
- Mutual / Auto Aid & Box Alarms
- Insurance Service Organization (ISO)



WB Fire Incidents - Dispatch Call Type



Williams Bay Fire Service Considerations

- Preserve Development
- Comprehensive Plan
- Kishwauketoe Nature Area
- Public Schools
- Geneva Lakefront





D. Staffing Methods & Future Growth

- 3 Chief positions
- 13 full-time
- Two permanent Part-time
- Six part-time
- 16 Paid-on-call
- **Transitioning Williams Bay Paid-on-call personnel**

FONTANA FD 5-YEAR HISTORICAL STAFFING MODELS

Year	Scheduled Hours	Average Daily Hours	Staffing Model	C changes from Previous Year
2022	18,457	51	Full Time - Two 24-hour per day Part-time - Chief 20 hours / week	No change from 2021
2023	36,176	99	Full Time - Three / Four 24-hour per day Part-time - Chief 30 hours / week	Three 24-hour positions in January transitioning to four 24-hour positions by mid-2023.
2024	38,393	105	Full Time - Four 24-hour per day Part-time - Daytime 3-4 days per week	Addition of part-time day positions- 7 days/week over summer and 3 days/week off season
2025	42,741	117	Full Time - Four 24-hour per day Part-time - Daytime (7 days per week)	Part Time day position Increased to 7 days/week (year round) with second day position on weekends
2026	14,659	122	Full Time - Four 24-hour per day Part-time -24 hour & days positions	24-hour part-time position added with implementation of permanent part-time positions

Table 3. Combined Fontana and Williams Bay populations

Year	Current permanent population	2040 population projection
Permanent	4,864	5,621
Seasonal	11,389	12,391
Total Peak Population	16,253	18,012

FONTANA FD DAILY STAFFING HOURS

	#1 (24 Hr)	#2 (24 Hr)	#3 (24 Hr)	#4 (24 Hr)	#5 (24 Hr)	#6 (8-10 Hr)	Total Hours
Daily Scheduled Hours Summary	Full-Time FF/PM	Full-Time FF/PM	Full-Time FF/EMT	Full-Time FF/EMT	Part-Time Day/Night	Part-Time Day	
Monday - Friday	24	24	24	24	24	8 (Chief)	128
Saturday & Sunday	24	24	24	24	24	10	130

F. Fire Apparatus & H. Equipment



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FIRE APPARATUS
2014 Pierce Quint 75' 2000GPM 500gal with Class B Foam & Extrication
2016 Ford 350 Brush Rig 125gal 2800 PSI Skid with Wildland Foam
2007 Rosenbauer Engine 2000 GPM 500gal with Class B Foam Rear Mount & Extrication
2000 Pierce Lance Engine 2000 GPM 1000gal with Class B Foam
2003 US Tanker / Kenworth 2100 Gal Tender
EMS
2018 Horton Dodge Ambulance
2008 Chevrolet Lifeline Ambulance
2023 Chevrolet Demers Ambulance
2004 Ford Reserve Ambulance - Shared with Walworth Fire Department
2023 Chevrolet Tahoe
WATER RESCUE
2005 Lake Assault 28 FT Boat 1500 GPM -FLIR, & Side Scan Sonar
2018 MRA Air Boat 22', Enclosed Cabin, FLIR, Side Scan Sonar, JIB Crane
2020 Remotely Operated Vehicle SRV8 Video & Sonar Equipped with Grabber Arm.
2023 Marine Sonic 1800 khz Tow Fish Sonar
SPECIAL EQUIPMENT
12' Atlantic Special Ops Trailer with soft shell boat, dive gear and assorted rescue equipment.
2026 Can-am 6 X 6 UTV with water tank, pump, and brush fire equipment



G. Facilities

Current Fire Station Concerns

- Health & Safety
- 24-hour accommodations

Future Station Considerations

- PAA Study
- Fontana Public Safety Building
- Williams Bay Fire Station



I. Operations

- **Technical & Disaster Response**
- **Training & Reports**
- **Public Education & CPR**
- **Water Rescue**
- **Policies & Guidelines**
- **Fire Inspections**
- **Firefighter Wellness**

Fontana Fire Department serves Fontana, Williams Bay, and Walworth Township as one unified system, rather than independent entities sharing resources. The goal for emergency service delivery is to deploy all personnel and apparatus based on need and proximity, not jurisdictional boundaries.



Implementation & Cost Proposal – 2026 Example

Cost Allocation Calculation

- Based on 2-year rolling average of Williams Bay and Fontana fire call volume (dispatch CFS data)
- Mutual aid shared - Williams Bay and Fontana
- Walworth Township calculated independently
- Williams Bay retains 2% funding

Remainder split based on call volume		Walworth Twp	
84.87%		15.13%	
Fontana	Williams Bay	Percentage based on Twp IGA	
219 Fire Calls	207 Fire Calls		
3-Way Split Percentages			
Fontana	Williams Bay	Walworth Twp	
43.62%	41.25%	15.13%	

OPTION 1 – Partnership with Williams Bay Fire Dept.

- No Increases in Fontana Budget
- Fire response from Fontana & Williams Bay FD

Fontana	Williams Bay	Walworth Twp.	Total
\$130,509	\$123,513	\$48,561	\$302,584

OPTION 2 – Responding from Fontana Fire Station

- 20% Increase in operating expenses (40% in fuel)
- 300 Additional POC hours & 2nd Assistant Chief

Fontana	Williams Bay	Walworth Twp.	Total
\$145,580	\$137,765	\$53,789	\$337,133

OPTION 3 – Responding from Fontana & Williams Bay

- Option 2 expenses and 40% increase in maintenance
- Scalable Staffing Models
- Williams Bay provides WB apparatus & Station

Cost Analysis

Year	Option 1	Option 2	Option 3A	Option 3B	Option 3C	Full-Time
2026	\$123,513	\$137,765	\$141,501	\$177,467	\$239,686	\$308,420
2027	\$129,689	\$144,653	\$148,576	\$186,340	\$251,670	\$323,841

WILLIAMS BAY STATION STAFFING OPTIONS

3A – Two cross-staffed 24-hour personnel

3B – Third part-time position – 10 hours / day

3C - Third part-time position – 24 hours / day

Full-time comparison – Additional \$166,629 (total)

Additional Considerations

- Future apparatus purchases
- Williams Bay fire station maintenance
- Williams Bay staffing contributions shared with Fontana and Walworth Township

2026 Williams Bay Budget (Draft)

Fire Department (E)	\$81,366.00
Dive Team (E)	\$6,543.00
EMS (E)	\$65,050.00
EMS Housing	-\$50,000.00

Total Operating Exp. \$102,959.00

2% Dues Revenue	\$45,000.00
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\$147,959.00



Questions



David Lothspeich

From: Rick Manthy <rmanthy@vi.fontana.wi.gov>
Sent: Friday, May 1, 2026 7:45 AM
To: David Lothspeich
Subject: Fontana RFP Presentation Follow up
Attachments: Williams Bay Responses - Jan 2021 to Dec 31- 2025.pdf; Williams Bay Responses - 2026 Jan 1 to Apr 29.pdf; Fontana RFP Presentation.pdf

Administrator Lothspeich,

Thank you for taking time to meet with Fontana representatives regarding Fontana FD's response to Williams Bay's request for proposal for fire services. Attached is a copy of our presentation.

We would like to follow up on discussions from this week's protection committee meeting.

1. **Williams Bay paid-on-call staff** - Fontana utilizes a Police and Fire Commission for hiring, promotions, and discipline. All Fontana paid-on-call staff are required to complete a background and medical physical prior to hiring. There are no physical agility or other testing requirements; simply a pre-employment medical physical completed by Mercy Occupational Health. Williams Bay could also continue to employ paid-on-call personnel independent of Fontana.
2. **Ambulance Abandonment** – This is a term that I had not previously heard in my years in the fire service; however, based on several recent discussions, there appears to be a concern with a Fontana ambulance crew, staffed with certified firefighters, assisting with firefighting activities. To my knowledge, there were two incidents which Fontana ambulance crews “abandoned” the ambulance.
 1. Oct 10, 2025 - 509 Wiswell St - The Fontana ambulance crew arrived on scene of a Williams Bay structure fire and were advised by command to stage down the street. The crew "abandoned" the ambulance to assist outside crews but remained available for on-scene medical care. Delavan Township responded to a Williams Bay EMS incident due to Fontana units being committed to the Williams Bay fire.
 2. Jan 1, 2026 – 91 Potawatomi Rd – While responding to a Williams Bay structure fire, the ambulance crew noted an active basement fire with one occupant unaccounted for in the unit above the fire. Upon arrival, the ambulance crew reported to a Williams Bay Fire Captain and were told the unit was not yet searched. With no other fire crews available, the decision was made to have the Fontana ambulance crew “abandon” the ambulance to perform a high priority search. I fully support the ambulance crew's decision to perform an immediate search rather than wait outside for another crew to arrive.

Ambulance crews on a fire scene provide immediate life saving actions, medical assistance to victims, and protect the firefighters working at the scene. I strongly disagree with the practice of assigning an ambulance (dedicated to protecting firefighters) to respond to another incident. The issue of on scene EMS can easily be addressed in Williams Bay by adding an additional mutual aid ambulance to structure fires (typically 2-3 fires per year) as we do in Fontana.

I hope this provides the information needed to move past “ambulance abandonment” discussions and concentrate on the future fire service delivery needs of Williams Bay.

3. **Mutual Aid utilization for Williams Bay EMS**- Fontana has been regularly responding to Williams Bay for EMS emergencies since prior to 2021. From January 2021 through April 29, 2026, Fontana responded to a

total of 1,602 incidents to the Village of Williams Bay; three of which required mutual aid EMS responses from Delavan Township (including the fire noted in the ambulance abandonment section). This equates to **99.8% availability** to respond to Williams Bay EMS incidents, and we feel meets delivery expectations set forth in the EMS IGA. The attached response summary shows all incidents that Fontana responded to Williams Bay since 2021 with mutual aid EMS incidents highlighted.

4. **Fontana mutual aid fire to Williams Bay-** Fontana FD received a formal request from Williams Bay to assist with fire service delivery on Friday, February 6th at 2:10 pm (effective immediately). Meetings were held that afternoon with Village staff and Fontana Chiefs followed by an emergent request from Walworth County Dispatch. Service was established and dispatch responses implemented prior to the end of that business day. Fontana Fire obtained approval from Fontana and Walworth Township Boards to continue fire service through the end of 2026 with no additional cost to Williams Bay. Williams Bay was asked if they wanted Chief officers to respond with the fire apparatus, and we were told that he only wanted fire apparatus. Fontana can provide additional staffing to Williams Bay fire incidents if Officers are included in the response.

Please let us know if this addresses your questions and if any further information is needed.

Richard Manthy Jr
Fire Chief
Fontana Fire Department
Station – 262-275-2131
Cell – 847-302-5944

**INTERGOVERNMENTAL AGREEMENT
VILLAGE OF FONTANA
AND
VILLAGE OF WILLIAMS BAY**

This Agreement entered into on March 10, 2025 between the Village of Fontana-on-Geneva Lake, Walworth County, Wisconsin, a Wisconsin municipal corporation (Fontana), and the Village of Williams Bay, Walworth County, Wisconsin, a Wisconsin municipal corporation (Williams Bay), also collectively referred to as "the Parties," both of which are created and existing under Chapter 61 of the Wisconsin Statutes.

RECITALS

A. WHEREAS, Fontana and Williams Bay did previously enter into an Intergovernmental Agreement for ambulance and Emergency Medical Services dated May 1, 2022 and later amended on July 26, 2023; and

B. WHEREAS, Fontana and Williams Bay wish to enter into a new, successor Intergovernmental Agreement pursuant to which Fontana will provide ambulance and Emergency Medical Services for Williams Bay.

NOW, THEREFORE, in consideration of the above Recitals which are incorporated as a part of this Agreement and the mutual covenants contained herein, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to provide adequate ambulance and emergency medical services for all persons within Williams Bay by means of the Fontana EMS. It is the belief of the Parties that ambulance and emergency medical services within Williams Bay can best be provided through this Agreement on a fair and cost-efficient basis; and that this Agreement will serve the interests of Fontana by the provision of additional resources to the Fontana EMS by Williams Bay as described herein.

Furthermore, the Parties enter into this Agreement for the purpose of establishing a cost effective, coordinated, uniform delivery system for the provision of emergency medical services to individuals within the Village of Fontana and the Village of Williams Bay and for the purpose of determining the roles and responsibilities of each of the Parties and for determining the sharing of costs and/or fiscal responsibility for the provision of those services described in this Agreement.

2. AUTHORIZATION. This Agreement is entered into pursuant to the authorization granted under Sections 61.34 and 66.0301, Wis. Stats.

3. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

- a. "Emergency medical technician or EMT" shall have the meaning set forth in sec. 256.01(6) of the Wisconsin Statutes.
- b. "Advanced emergency medical technician or AEMT" shall have the meaning set forth in sec. 256.01(1k) of the Wisconsin Statutes.
- c. "EMS" shall mean Emergency Medical Services as defined by DHS 110.04(22) Wisconsin Administrative Code.
- d. "Full-time equivalent or FTE" shall represent a unit of measurement standardized to equal the number of hours worked by the typical full-time employee which is 49.8 hours per week.
- e. "Paramedic" shall have the meaning set forth in section 256.01(14) of the Wisconsin Statutes.

4. SERVICES PROVIDED. Fontana agrees to provide ambulance and emergency medical services at an EMT or greater level upon call to any and all persons in need of its services within the corporate boundaries of Williams Bay. The ambulance and EMS will be available 24 hours a day, seven days a week, unless said ambulance and EMS resources are already utilized or unavailable.

Fontana shall, in good faith, pursue and maintain an "automatic aid" agreement with one or more municipalities as necessary so as to provide additional coverage to all portions of Williams Bay. Fontana agrees to share copies of any automatic aid agreements and mutual aid agreements affecting Williams Bay on an annual basis or as may be requested.

5. **EQUIPMENT AND PERSONNEL.** In providing ambulance and emergency medical services, the ambulance will be properly approved and licensed by the necessary authorities. Fontana agrees to maintain its ambulance and equipment in good working order as required by state law. Fontana also agrees to obtain all necessary licenses for operation of the ambulance services. All EMT's and paramedics serving as ambulance attendants will be licensed by the State of Wisconsin.

6. **INSURANCE AND INDEMNITY.** Each Party shall maintain general liability insurance with a limit of not less than five million dollars per occurrence, with coverage extending to both general liability and errors and omissions coverage, for services performed pursuant to this Agreement. Each Party shall be responsible for its own cost and expense for said insurance. Each Party shall name and endorse the other Party and its representatives, agents and employees as an additional insured in such insurance policy. Each Party shall maintain and extend insurance to all equipment owned by each Party to the extent utilized in providing services pursuant to this Agreement. Proof of said insurance shall be provided on the effective date of the Agreement and annually thereafter.

To the extent of each Party's proportionate share of negligence, each Party to this Agreement shall indemnify and hold harmless the other and its respective officers, agents and employees, from and against all claims, suits, damages, losses, costs, expenses, judgments, and liabilities, including but not limited to reasonable attorney's fees, costs and expenses, arising out of or in connection with the Party's performance of or failure to perform this Agreement, provided that any such claim, suit, damage, loss, costs, expenses, judgments, or liabilities are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use

resulting therefrom, that is caused in whole or in part by any act or omission of the Party, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Except as expressly stated to the contrary herein, neither Party has any obligation to pay for any Party's legal defense costs prior to a final determination of each Party's liability or to pay any amount that exceeds the Party's finally determined percentage of liability based upon the comparative fault of the Parties and their employees, subcontractors, or anyone whose acts for which they may be legally liable.

Notwithstanding anything contained here into the contrary, neither Party to this Agreement waives the statutory limit on damages for which municipalities are liable or any defense of statutory immunity as provided by law.

7. BILLING. Fontana shall be responsible for billing and collecting all patient fees and charges at rates determined by Fontana. All fees and charges collected shall be retained by Fontana. On or before November 1 of each year, Fontana shall provide Williams Bay with a list of all charges for public service for the upcoming year. As to EMS services provided to the residents of Williams Bay, Fontana will not pursue collection of amounts for EMS charges that exceed the amount of health insurance available for said service to residents of Williams Bay. Fontana will not balance bill (insurance only billing) Williams Bay residents pursuant to the Office of Inspector General Advisory Opinion No. 06-07.

8. COMPENSATION. During the term of this Agreement, Williams Bay shall compensate Fontana for those costs set forth in Addendum "A" and Section 8.a herein (the "Costs"), as follows:

- a. The intent of Fontana is to employ a total of 14 FTE EMS personnel at all times. Fontana shall bill Williams Bay for half the cost of hiring and employing up to 14 EMT's, AEMT's or Paramedics; further, Williams Bay shall pay Fontana for half the cost of the Fontana Fire Chief, half the cost of the Fontana Deputy Fire Chief and half the cost of part-time EMS personnel beyond the initial fourteen FTE EMS

personnel; all said costs per this Section 8.a. are set forth more specifically in Addendum "A", attached hereto and incorporated herein by reference.

- b. Williams Bay shall lease one ambulance to Fontana which shall be provided with such equipment and accessories as determined necessary by the Chief of the Fire Department of Fontana. The lease shall be as set forth in Addendum "B" and Fontana shall remain the primary service provider. Williams Bay shall also be responsible for any costs associated with necessary repair or maintenance of the ambulance (not to include the cost of fuel). The ambulance will be located at a site to be determined by the Chief of the Fire Department of Fontana. If sufficient FTE EMS persons are on duty to staff two ambulances during daytime times, the Chief of the Fire Department of Fontana (or his/her designee) shall use his or her best efforts to ensure that one ambulance is located in Williams Bay unless operational needs require its presence elsewhere.
- c. All billings for Costs by Fontana for the items described in this paragraph 8 shall be submitted and invoiced not more often than monthly, in writing, to the Williams Bay Treasurer. Williams Bay shall pay such invoices within thirty (30) days of receipt of same.
- d. In the event of the non-payment or incomplete payment of compensation, as defined herein, owed by Williams Bay to Fontana within the time period called for by this Agreement, then Fontana may then provide written notice of delinquency to Williams Bay. Said written notice shall include a demand for payment in full within seven days. If the past due payment is not received in full by Fontana within seven days of said notice, then at any time thereafter Fontana may terminate this Agreement by written notice thereof to Williams Bay.

- e. If a dispute arises between the Parties as it relates to this Agreement, or the alleged breach thereof, and if the dispute cannot be settled through direct negotiation, the Parties agree to first try in good faith to settle the dispute by mediation administered by a jointly selected mediator. The Parties shall each pay half the costs billed by the mediator for mediation services.

Any controversy or claim arising out of or relating to this Agreement, or the alleged breach thereof, not resolved through mediation shall be settled by arbitration administered by a jointly selected arbitrator. The judgment on award rendered by the arbitrator shall be binding on the Parties and may be entered in any court having jurisdiction thereof. The prevailing Party in such an arbitration shall be awarded its costs and reasonable attorney's fees, including those fees incurred during mediation. The Parties shall each pay half the costs billed by the arbitrator for arbitration services.

- f. Payments from Williams Bay to Fontana shall continue in a timely manner "under protest" during the period of any dispute arising out this Agreement or services provided by this Agreement, subject to the final outcome of mediation or arbitration.

- g. Fontana shall share, on an equal basis, funds received from other contracting municipalities for EMS services, other than funds received for Administrative Fees, for Fire Services or expenses not listed in this Agreement in Addendum "A".

9. TERM. This Agreement will commence on January 1, 2025 and remain in effect for ten years until December 31, 2034, 2035.

If Fontana Terminates this Agreement prior to the end date provided in Section 9, then Fontana shall continue to perform the services set forth in this Agreement for up to another six months, and on

the same terms, for as to allow Williams Bay to obtain alternate EMS coverage. In addition, Fontana shall reimburse Williams Bay for its actual cost of obtaining new EMS coverage, including, but not limited to reasonable Attorney, Consultant and start up fees. Said reimbursement shall be capped at \$50,000.00.

If Williams Bay terminates this Agreement prior to the end of the term provided in Section 9, then Williams Bay shall pay Fontana for the "Costs" of any employees hired pursuant to Section 8. a. in excess of 9, up to a limit of 13, until the end of the Term or until the number of said employees is reduced to 9 or less through attrition, whichever occurs first.

Termination will be accomplished by the terminating Party providing written notice to the Clerk of the other Party. Such termination will become effective at the end of the calendar year in which the written notice is delivered, provided that if the written notice is not delivered to the Clerk of the other Party by June 30th of the calendar year at the end of which termination is directed, then the termination will not occur until the end of the following year.

10. **CONSULTATION AND REPORTS.** The Village Board of Fontana and the Village Board of Williams Bay agree to meet jointly not less than two times per year, with the first meeting prior to April 1st and the second meeting prior to September 1st of each year that this Agreement remains in place. The purpose of such meetings is to discuss the financial aspects of this Agreement prior to the establishment of the respective budgets of each Party.

a. Fontana shall provide Williams Bay with monthly reports containing details concerning EMS services provided to Williams Bay in the preceding month. Such reports shall be provided within twenty (20) days of the end of each month and will be submitted to the Williams Bay Clerk.

b. **Joint Emergency Services Committee.** There shall be established a Joint Emergency Services Committee ("Committee"). The purpose of the Committee is to provide review and comment regarding past, current and future fire and EMS budgets

and expenditures. All Committee members shall be entitled to vote. The Committee shall be comprised of the following members:

- (1) Two representatives appointed by Fontana;
- (2) Two representatives appointed by Williams Bay;
- (3) One representative appointed by any municipality contracting for EMS services from Fontana;
- (4) Fontana Fire Department Fire Chief or his or her designee.

The duties and membership of the Committee as set forth in this Agreement may be reviewed and amended by mutual agreement of the Parties.

The Committee shall meet not less than once annually and prior to October 15 each year. Additional Committee meetings may be held as needed. Committee meetings may be called at the request of any member municipality.

11. WILLIAMS BAY FIRE DEPARTMENT EMS PERSONNEL. Fontana agrees that Williams Bay Fire Department EMS personnel may have use of the ambulance and related equipment and accessories provided by Williams Bay to Fontana pursuant to paragraph 8.b. of this Agreement to provide EMS services during special activities occurring in Williams Bay such as athletic events, parades, events occurring in Village parks and other similar events. In that circumstance such EMS personnel shall be under the direction and supervision of the Fire Chief of the Williams Bay Fire Department. Should the Chief of the Fire Department of Fontana call upon Williams Bay Fire Department EMS personnel to assist Fontana EMS in Williams Bay, the Williams Bay EMS personnel shall provide such assistance under the direction and supervision of the Fire Chief of the Fire Department of Fontana. However, the Williams Bay personnel shall not be considered employees of Fontana and Williams Bay shall be responsible for all actions of said Williams Bay personnel as well as all benefits which may accrue to such Williams Bay personnel from providing such assistance.

12. MISCELLANEOUS.

- a. Non-assignability. This is a personal services agreement between Fontana and Williams Bay. Neither Party may assign any of the obligations or rights contained in this Agreement to any other party without the consent of the other Party to this Agreement.
- b. Amendment. This Agreement may be amended by the Parties only in a written document signed by the Parties.
- c. Interpretation. This Agreement must be interpreted and construed reasonably and neither for or against either of the Parties, regardless of the degree to which either of the Parties participated in its drafting. The Parties intend that the authority granted to them by Wis. Stats. sec. 66.0301 be interpreted liberally in favor of cooperative action.
- d. Public Record Law. The Parties to this Agreement agree to at all times cooperate with regard to Public Record Law requests as may be filed pursuant to Chapter 19 of the Wisconsin Statutes, including responding to each other with regard to individual record requests in a timely manner and without additional costs.
- e. HIPAA Compliance. The Parties to this Agreement shall carry out their obligations under this Agreement in compliance with the Privacy regulations set forth in Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, as amended, in order to protect the privacy of personally identifiable protected information that is collected, processed or learned as a result of services provided pursuant to this Agreement.
- f. Notice. Any notice required to be given to either Party pursuant to this Agreement shall be provided as follows:

If notice is given to the Village of Fontana-on-Geneva Lake:

Attention Village Clerk, 175 Valley View Drive PO Box 200, Fontana, WI 53125

If notice is given to the Village of Williams Bay:

Attention Village Clerk, P.O. Box 580, Williams Bay, WI 53191

Notice shall be given either in person or by regular mail. If notice is given by regular mail, it shall be deemed received three calendar days from mailing.

- g. Articles and Headings. The Article and Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement
- h. Severability. If any provision of this Agreement shall be held or made invalid by court, decision, statute or rule, or shall otherwise be rendered invalid, the reminder of this Agreement shall not be affected thereby.
- i. Entire Agreement. This Agreement and the Addenda attached hereto shall constitute the entire contract between the Parties to this Agreement, and no representation, inducement, promise, agreement, oral or otherwise, as it pertains to the obligations set forth in this Agreement shall be enforceable.
- j. Authorization. The Parties to this Agreement, as a material inducement to enter into this Agreement, do hereby represent that all approvals required by Wisconsin Law have been fulfilled and that this Agreement has been legally approved by each Party municipality.

ADDENDUM A

The "costs" to be billed by Fontana to Williams Bay shall be comprised of the following:

- 1) Those costs described in Section 8, herein.
- 2) The costs for hiring those persons described in Section 8 shall include:
 - a. Gross Salary
 - b. Employer paid taxes
 - c. Employer paid insurance including worker's compensation insurance
 - d. The Employer cost of all employee benefits, including but not limited to, health, dental and vision insurance, life insurance and pension
 - e. The cost of uniforms and that equipment provided by employer to employee
 - f. The cost of required employee training
 - g. The cost of required employee certification or recertification
 - h. The cost of disciplinary employees and post-employment costs or claims not based on employer misconduct
 - i. Software required to maintain EMS employees and services, including but not limited to; scheduling, patient care reporting, controlled substance medication tracking, Training, National Fire Incident Reporting System (NFIRS) reporting
 - j. Technology required to maintain EMS employees and services, including but not limited to; email licensing, Microsoft utilities, electronic Fire Station access
 - k. Overnight accommodations including but not limited to; resources & furnishing for bunk room,

day room, and kitchen/dining areas of the Fontana Municipal Building

- 3) Capital Purchases – Purchases of items needed to equip the Williams Bay ambulance.
- 4) Administration and Training – Williams Bay and Fontana shall make a good faith effort to support costs associated with EMS administrative and training facilities.
- 5) Administrative Fees – Annual administrative fees shall be billed independent of the operational and capital budget. Administrative fees will be shared equally among all municipalities contracting to be served by the Fontana Fire Department, including the Village of Fontana.

Total billed administrative fees shall be based on twenty percent of the most recent annual budgeted salaries and benefits for the Village of Fontana Administrator and fifteen percent of the most recent annual budgeted salaries and benefits Treasurer. (i.e. if split between three municipalities, each would contribute six and 2/3 percent for the Village Administrator expense and 5 percent of the Village Treasurer expense)

- 6) Reconciliation. At the end of each calendar year Fontana shall compare actual operating expenses to the annual budget and compare to the Williams Bay "costs" as paid by Williams Bay to Fontana per this Agreement for said calendar year. Fontana shall either reimburse the Village of Williams Bay for excess "costs" in the event actual expenses are less than annual budgeted expenses or bill the Village of Williams Bay for the deficiency in the event that actual expenses exceed the annual budget expenses.
- 7) The Parties agree to work together in good faith in order to reach agreement in the event that Williams Bay chooses to add fire protection services from Fontana.

ADDENDUM B

LEASE FOR AMBULANCE USE

This Lease Agreement (hereinafter "Agreement") is entered on July 26, 2023 by and between the Village of Fontana-on-Geneva Lake, Walworth County, Wisconsin, a Wisconsin municipal corporation (Fontana) and the Village of Williams Bay, Walworth County, Wisconsin, a municipal corporation (Williams Bay), together collectively referred to as "the Parties"

Recitals

- A. The Parties are lawfully organized and existing in municipalities under the Constitution and laws of the State of Wisconsin.
- B. Wisconsin Law provides that units of local government may contract among themselves to obtain or share services.

NOW, THEREFORE, in consideration of \$10 (ten dollars), the mutual agreement contained herein, and in consideration of the mutual obligation set forth in the current Intergovernmental Agreement between the Parties, and upon the further consideration of the recitals herein set forth, the Parties agree as follows below:

- 1. Ambulance Lease.** Williams Bay agrees to lease to Fontana an ambulance referred to as Village of Williams Bay 2022 Chevrolet Ambulance, and equipment related to the Ambulance (the "Ambulance"). Fontana shall re-stock the Ambulance with medical or other supplies used by Fontana for patient care. Fontana shall pay \$10 (ten dollars) as a first-year lease payment at the execution of this Agreement and said \$10 (ten dollar) lease shall be paid annually at renewal thereafter for its term.
- 2. Term and Termination.** The term of this Agreement shall begin on July 26, 2023 and

shall be consistent with the term outlined in the Intergovernmental Agreement Village of Fontana-on-Geneva Lake and Village of Williams Bay, originally effective May 1, 2022, as amended from time to time.

3. **Damage to Ambulance.** Fontana shall be responsible for any damage or destruction to the Ambulance when in use by Fontana.
4. **Insurance.** Fontana represents to Williams Bay that Fontana carries liability insurance in sufficient amounts to cover Fontana's use of the Ambulance as provided for by this Agreement.
5. **Hold Harmless.** To the extent permitted by law, Fontana shall save and hold harmless Williams Bay from and against all liabilities, claims, and demands of whatsoever kind of nature arising out of or connected with Fontana's use of the Ambulance and will defend at its own expense any actions against Williams Bay based thereon and shall pay all reasonable charges of attorneys and all reasonable costs and other expenses arising out of Fontana's own negligence or intentional misconduct.
6. **Notices.** All notices provided for in this Agreement to be given by either party to the other shall be delivered or mailed to the respective Village Hall, as the case may be. Unless otherwise provided, a notice shall be deemed to be received by a party (A) on the date of personal service; (B) five (5) calendar days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (C) on the next business day if sent by overnight delivery service (such as Federal Express) with all fees prepared. Notice may be sent to a provided e-mail

address, however, notice sent via e-mail shall be followed by notice delivered by a method described in subsections (A)-(C), unless such additional notice is waived in writing by the party receiving the notice via e-mail. If notice is affected by e-mail, notice shall be deemed received on the date the receiving party provides written notification to the other party that a delivery

of notice by supplemental means is not required. Either party may change the designated contact by providing notice to the other party of the new information in accordance with this paragraph.

7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or email shall be as effective as delivery of a manually signed counterpart to this Agreement.
8. **Waiver.** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver. No such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
9. **Severability.** If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent permitted by law.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and first written above.

DATED: 4-8-2025, 2023:

VILLAGE OF WILLIAMS BAY

By: Will Dunn

Attest: Jana Kocak

DATED: 3/17, ²⁰²⁵
2023.

VILLAGE OF FONTANA-ON-GENEVA LAKE

By: Paul Henry

Attest: Brenda Poerner

**Community Service Officer
Village of Williams Bay Police Department**

**Varied shift hours as assigned by the Department
Immediate Supervisor – On-duty Supervisor**

Purpose of Position

This is a non-sworn uniformed civilian position supporting basic law enforcement operations. Community Service Officers handle minor non-emergency calls such as animal complaints, code and zoning,, traffic control (accident scenes, road hazards, etc), found property, and enforce animal/parking/burning-Ordinances. Community Service Officers assist sworn Police Officers at special events. Community Service Officers are also required to perform first responder duties and provide basic emergency medical service. Duties are performed under general supervision of the on-duty supervisor. The Community Service Officer will also work with Code Enforcement for monitoring and reporting construction and other code enforcement issues to the Village Code Enforcement Department

Summary of Position

The Community Service Officer shall be appointed by the Chief of Police subject to the approval of the Village Board and shall be directly accountable for his or her actions and performance to the on-duty supervisor.

Essential duties and responsibilities

- Operate, with proficiency, all equipment as related to the Community Service Officer position.
- Enforce parking regulations.
- Complete all paperwork, and documents necessary to the Community Service Officer position, including, but not limited to, citizen contact forms, victim information sheets, juvenile forms, and parking citations.
- Assist Law Enforcement Officers with notification to parents/guardians of juveniles involved in mischief or those taken into custody.
- Conduct building and premise security inspections.
- Miscellaneous duties where a sworn police officer is not needed.
- Be able to provide essential first aid and cardiopulmonary resuscitation.

- Maintain regular, punctual and predictable attendance.
- Read manuals, policies and any other job-related documents relevant to the requirements of the Community Service Officer position.
- Brief supervisors about shift activities.
- Operate office equipment (fax, telephone, computer software, records management system and printer) to send/receive information.
- Assist Code Enforcement with monitoring and enforcing Code Violations as directed
- Other duties as assigned.

Qualifications of Position

- U.S. citizen, minimum age 18.
- Possess a valid driver's license.
- A high school diploma or general educational development equivalent.
- Ability to perform essential functions of the position and to use standard law enforcement booking room equipment.
- Must pass all required testing, interviews, and any other promotional requirements set by Department Policies and Procedures.

Date Approved by Village Board:

Date Posted:

Date Effective:

VILLAGE OF WILLIAMS BAY

Building Inspection Services Proposal

Submitted by: Municipal Code Enforcement, LLC
PO Box 62 | Delavan, WI 53115
Phone: 262-249-6701 | Email: mcodeenforcement@gmail.com

Date: March 22, 2026

Municipal Code Enforcement, LLC

COVER LETTER

On behalf of Municipal Code Enforcement, LLC, I am pleased to submit our proposal in response to the Village of Williams Bay's Request for Proposals for Building Inspection Services. We appreciate the opportunity to continue and expand our partnership with the Village in serving its residents and maintaining high standards for safety, compliance, and community development.

Municipal Code Enforcement, LLC has proudly served the Village of Williams Bay since October of 2019. Over the past several years, we have provided consistent, high-quality code enforcement services, including short-term rental enforcement and tree permitting. In 2025, we expanded our role to include zoning administration, further strengthening our involvement in the Village's day-to-day operations and long-term planning efforts. This continued growth reflects the trust the Village has placed in our team and our commitment to delivering dependable, responsive service.

We believe that our firm is uniquely positioned to provide building inspection services due to our established presence, institutional knowledge, and proven track record within the community. Our familiarity with the Village's ordinances, processes, and staff allows us to operate efficiently and effectively from day one, minimizing disruption and ensuring continuity of service.

A key strength of our approach is our emphasis on a cohesive, start-to-finish process. By integrating building inspection services with our existing responsibilities in code enforcement and zoning administration, we are able to provide a seamless and collaborative experience. This cohesive approach ensures that projects are reviewed holistically, from initial application through final inspection and compliance. By maintaining oversight across all aspects of the development and enforcement process, we reduce the risk of miscommunication, eliminate gaps in service, and ensure that nothing is overlooked.

Our team prioritizes collaboration, both internally and with Village staff, contractors, and residents. We understand that successful project outcomes depend on clear communication, consistency, and a shared commitment to the Village's goals. By working closely with all stakeholders, we help facilitate efficient project progression while maintaining strict adherence to applicable codes and regulations.

Municipal Code Enforcement, LLC

Municipal Code Enforcement, LLC is committed to providing professional, timely, and thorough inspection services that support safe construction practices and enhance the overall quality of development within the Village. We take pride in being trusted partners and are confident in our ability to deliver a level of service that exceeds expectations.

Thank you for your consideration. We welcome the opportunity to discuss our proposal in greater detail and to continue serving the Village of Williams Bay.

Sincerely,

Allison Schwark

Municipal Code Enforcement, LLC

262-249-6701

Municipal Code Enforcement, LLC

1. Company Overview and Experience

Municipal Code Enforcement, LLC (MCE) is a family-owned and operated agency providing building inspection, code enforcement, and zoning administration services to municipalities across Southeastern Wisconsin.

We currently serve over 30 municipalities in Wisconsin and Northern Illinois, including:

- Cities: Elkhorn, Burlington, Whitewater, Pewaukee, Edgerton, South Beloit (IL), Elroy, Delavan, Lake Geneva, Fort Atkinson, Evansville
- Villages: Sharon, East Troy, Yorkville, Fontana, Williams Bay, Windsor, Waunakee, Pewaukee, Twin Lakes, Sturtevant, Raymond, Merton, Lannon, Darien, Deforest, Roscoe(IL)
- Towns: Delavan, Linn, Koshkonong

2. Primary Contact

Allison Schwark

Phone: 262-249-6701

Email: mcodeenforcement@gmail.com

3. Capabilities and Qualifications

Municipal Code Enforcement, LLC (MCE) delivers comprehensive inspection and code enforcement services with an emphasis on responsiveness, professionalism, and collaboration. Our team understands that effective building inspection services are not just about enforcement, but about guiding projects to successful completion while maintaining safety, compliance, and efficiency throughout the entire process.

Our inspectors and staff are highly experienced in administering both state and local building codes, and we take pride in applying that knowledge in a practical, consistent, and solution-oriented manner. We recognize that each project whether residential, commercial, or municipal requires careful attention, clear direction, and timely follow-through.

Municipal Code Enforcement, LLC

Key components of our capabilities include:

- **Clear Communication with Residents, Contractors, and Village Staff**
We prioritize proactive and transparent communication at every stage of a project. Our team works closely with applicants, builders, and design professionals to ensure requirements are clearly understood from the outset. We are accessible and responsive to questions, provide timely feedback, and work collaboratively to resolve issues before they become delays. Internally, we maintain strong coordination with Village staff to ensure alignment and consistency across departments.
- **Timely Processing of Permits and Inspections**
We understand that efficiency is critical to both the Village and the development community. MCE is committed to prompt permit review, organized scheduling, and reliable inspection timelines. Our processes are designed to minimize turnaround times while maintaining accuracy and thoroughness. We strive to keep projects moving forward without unnecessary delays, recognizing that predictability and timeliness are essential for all stakeholders.
- **Knowledgeable and Consistent Enforcement of State and Local Building Codes**
Our team maintains up-to-date knowledge of applicable Wisconsin building codes as well as the Village's specific ordinances and requirements. We apply these standards consistently and fairly, ensuring that all projects meet required safety and quality benchmarks. At the same time, we take a practical approach to enforcement, working with contractors and property owners to achieve compliance through education and cooperation whenever possible.

In addition to these core strengths, MCE brings a strong customer-service mindset to all interactions. We understand that building inspection and code enforcement services are highly visible to the public, and we represent the Village with professionalism, fairness, and respect. Our goal is not only to enforce regulations, but to build trust within the community while supporting safe, high-quality development.

Through our experience, established processes, and commitment to service excellence, MCE is well-equipped to deliver reliable and effective building inspection services that align with the Village of Williams Bay's expectations and long-term goals.

Municipal Code Enforcement, LLC

Key Personnel

- **Gregory Guidry – Lead Building Inspector**
Licensed Commercial and UDC Inspector with multiple certifications, including: Commercial Building, Commercial Electrical, Commercial Plumbing, UDC Construction, UDC Electrical, and UDC HVAC.
- **Steve Ketterhagen – Building Inspector**
Licensed Commercial Building Inspector.
- **Zach Brooks – Building Inspector**
Licensed Commercial and UDC Inspector with multiple certifications, including: Cross Connection Control Tester, Commercial Building, Commercial Plumbing, and Commercial Electrical.
- **Ralph Nichols – Building Inspector**
Licensed Commercial and UDC Inspector with multiple certifications, including: Commercial Building, Fire Detection, Prevention and Suppression Inspector, UDC Plumbing, UDC Electrical, UDC HVAC, and UDC Construction.
- **Ben Peters – Building Inspector**
Licensed Commercial and UDC Inspector with multiple certifications including: Commercial Building, Commercial Electrical, UDC HVAC, UDC Plumbing, and UDC Construction.

4. Certifications

See attached – Certifications for proof of current Wisconsin licenses and inspector credentials.

5. Scope of Services

Municipal Code Enforcement, LLC (MCE) is committed to providing a high level of service that not only meets, but exceeds, the Village's expectations for building inspection and administrative support. Our approach is centered on accessibility, efficiency, and full integration with Village operations.

Municipal Code Enforcement, LLC

MCE will provide:

- **Comprehensive Building Inspection Services (Commercial and Residential)**

MCE will perform all required building inspections in accordance with applicable state codes and Village ordinances. Our inspectors take a thorough yet practical approach, working collaboratively with contractors and property owners to ensure compliance while keeping projects moving forward efficiently. We are committed to maintaining consistency, fairness, and attention to detail across all inspections.

- **Attendance at Village Meetings and Expanded Office Hours**

We understand the importance of being present and accessible to both Village staff and the public. While the RFP requests a minimum of three (3) office hours per week, MCE is willing to provide up to ten (10) office hours per week to enhance service delivery and improve overall departmental accessibility. This expanded availability allows for greater responsiveness to residents, contractors, and staff, as well as improved coordination across all areas of development, inspection, and enforcement. MCE will also be offering evening and weekend inspections on an as needed basis to keep construction projects moving forward.

- **Prompt and Reliable Communication**

MCE prioritizes timely responses to all resident inquiries, permit applications, and complaints. We recognize that responsiveness directly impacts public perception and project timelines. Our team is committed to clear, consistent communication and quick turnaround times to ensure that questions are answered, concerns are addressed, and projects continue progressing without unnecessary delays.

- **In-House Permit Management System**

All contractor permitting and project documentation will be managed in-house by MCE and stored directly on the Village's hard drive. This ensures that all records are centrally located, easily accessible to authorized Village staff, and maintained in an organized and consistent manner. This approach not only improves internal efficiency and transparency, but also ensures the Village can quickly and effectively fulfill open records requests. By keeping all data within the Village's system, we eliminate reliance on third-party platforms and provide long-term continuity and control over records.

Municipal Code Enforcement, LLC

- **Building Permit Administration and Recordkeeping System**

The proposed building permit system is structured to provide an efficient, organized, and transparent process for permit intake, review, issuance, and record maintenance. Standard building permit applications will be accepted in both hard copy and digital formats to accommodate the needs of contractors, residents, and design professionals. All applications will be reviewed and processed in a timely and consistent manner in accordance with applicable codes and Village requirements.

Upon approval, a standard building permit card will be issued for each project and made available to the applicant for display as required.

To ensure comprehensive recordkeeping and ease of access, all permit-related documentation will be scanned and maintained in digital format on the Williams Bay Village hard drive. In addition, a complete hard copy file will be retained within the corresponding property file to allow for efficient in-office reference and to support open records requests.

All inspections will be documented using a standardized inspection report form. These reports will include detailed information regarding the inspection performed, findings, and compliance status. Inspection records will be maintained in both digital and physical formats, consistent with permit documentation procedures.

Each permit will be assigned a standardized permit number and recorded in a centralized digital log. This log will be accessible to all authorized Village staff, promoting interdepartmental coordination, transparency, and efficient tracking of permit activity.

At the Village's request, monthly activity reports can be provided summarizing permitting operations, including the total number of permits issued, inspections completed, and other relevant metrics.

Resources Provided by MCE:

- **Operational Equipment and Supplies**

MCE will supply all necessary vehicles, and field tools required to perform inspections and administrative duties. This reduces the burden on the Village and ensures our team is fully equipped to operate efficiently from day one.

Municipal Code Enforcement, LLC

- **Insurance Coverage**

MCE maintains all required professional liability and worker's compensation insurance, and automobile liability, ensuring protection for both our staff and the Village.

Through this comprehensive service model, MCE delivers a seamless, fully supported inspection program that emphasizes accessibility, accountability, and long-term value to the Village. Our willingness to expand office hours, centralize records, and provide all necessary resources demonstrates our commitment to strengthening and enhancing the Village's building inspection and enforcement operations.

6. Compensation

- Hourly Rates: See attached– Sample Contract
- Mileage: No reimbursement requested
- Fee Schedule: Will utilize the Village's current adopted fee schedule, unless updates are requested.

7. Insurance

We will provide the following Insurance Coverage:

- General liability
- Worker's compensation
- Automobile liability

8. References

1. City of Burlington – Megan Watkins, Assistant Administrator
Phone: 262-342-1161 | Email: Megan@burlington-wi.gov
2. Town of Delavan – John Olsen, Town Administrator
Phone: 262-728-3471 | Email: admin@townofdelavan.com
3. City of Whitewater – John Weidl, City Manager
Phone: 262-473-0104 | Email: jweidl@whitewater-wi.gov

9. Proposed Contract

See attached – Sample Contract.

Municipal Code Enforcement, LLC

Closing Statement

Municipal Code Enforcement, LLC would be honored to serve the Village of Williams Bay, and we appreciate the opportunity to submit this proposal and to continue building upon our strong working relationship with the Village. Since 2019, we have been proud to serve the Village with reliable, professional, and responsive service, and we are excited about the opportunity to further enhance our role through the addition of building inspection services.

Our team is confident that our experience, established presence, and cohesive approach to code enforcement, zoning administration, and inspections uniquely position us to deliver a seamless, start-to-finish service model. By integrating all aspects of the development and enforcement process, we ensure consistency, improve efficiency, and eliminate gaps providing the Village with a level of service that is both comprehensive, dependable, and most importantly- the service your community deserves.

We remain committed to collaboration, clear communication, and accessibility, and we are prepared to dedicate the time, resources, and attention necessary to support the Village's goals. Our willingness to expand office hours, maintain in-house records, and provide a highly responsive service structure reflects our investment in the continued success of the Village and its residents.

Thank you for your consideration. We welcome the opportunity to discuss our proposal in greater detail and look forward to continuing our partnership with the Village of Williams Bay.

**BUILDING INSPECTION SERVICES CONTRACT BETWEEN
THE VILLAGE OF WILLIAMS BAY AND MUNICIPAL CODE ENFORCEMENT, LLC**

THIS AGREEMENT is between the **Village of Williams Bay, P.O. Box 580, 121 N. Walworth Avenue, 250 Williams Street Williams Bay, WI 53191**, (hereinafter “**Village**”) and **Municipal Code Enforcement, LLC, PO Box 62, Delavan, Wisconsin, 53115**, (hereinafter “**MCE**”) as of this **22nd** day of **March, 2026**.

RECITALS:

WHEREAS, the Village requires building inspection services; and

WHEREAS, MCE maintains an agency that regularly enforces and administers municipal codes for various municipalities, providing services that include, but are not limited to, review of the municipal code, response to property complaints, completion of code inspections, preparation of written orders for repair, preparation and issuance of permits; and

WHEREAS, the Village and MCE desire to contract with each other for such building inspection services as set forth herein, to be provided by MCE to the Village; and

WHEREAS, the Village agrees to compensate MCE at the rate set forth herein for performing these services.

NOW THEREFORE, for valuable consideration, and with the express intention on the part of both parties that this contract is legally binding, the parties do agree to the following:

1.) SCOPE OF SERVICES – MCE agrees to provide the Village with the following building inspection services:

- **Meeting Attendance**

- ~~MCE~~The Agency shall attend all regularly scheduled Plan Commission, Extraterritorial Zoning, and Staff Plan Review meetings and any additional meetings as may be required by the Village.

- **Office Hours**

- ~~MCE~~The Agency agrees to maintain office hours as follows:
 - As preferred by the Village, This shall include not less than three (3) office hours and up to ten (10) office hours per week, as required to complete the duties to be provided pursuant to this Agreement. Weekend and evening inspections to be provided on an as needed basis, as arranged between MCE and permit applicants

- **Personnel**

- ~~MCE~~The Agency shall provide State Certified Inspectors to perform all work covered by this contract and shall provide copies of current certifications to the Village Clerk on or before January 1 of each contract year.

- **Inspection Services**

- MCE will perform all required building inspections in accordance with applicable state codes and village ordinances. This shall include examining and processing building plans as required by the applicable codes, processing building permits, coordinating, performing and completing required inspections for permitted building construction, as well as billing and collecting from applicants the proper fees.

- **Communications**

- MCE agrees to provide timely responses to all resident inquiries, permit applications and complaints.

2.) DUTIES – MCE shall perform the building inspection services set out in the Scope of Services above for the Village.

3.) EQUIPMENT AND SUPPLIES – MCE will supply all necessary vehicles and field tools required to perform inspections and administrative duties. This will include, but is not limited, to all required codebooks, technical manuals and inspection equipment.

~~4.)~~ **4.) HOURS AND COMPENSATION** – The Village shall pay ~~MCE~~the Agency for the services performed under this Contract as set forth below:

- **Building Inspection Services**

- Compensation for Building Inspection Services is as follows:

- Residential and Commercial Construction - **50 percent (50%)** of all Permit Fees collected by ~~MCE~~the Agency and/or Village based on the applicable Building Permit Fee Schedule.

- MCE shall send the Village an invoice every month detailing all permit fees collected and the amount owed.

~~4.)~~ **5.) TERMS OF CONTRACT** – This contract shall begin **June 1, 2026** and end on **December 31, 2026**. This contract shall automatically renew, unless an amendment or a subsequent contract is executed by both parties, no less than 60 days before the contract end date. The term of the renewal contract shall be one year.

~~5.)~~ **6.) DOCUMENTS AND OPEN RECORDS REQUESTS** – All contractor permitting and project documentation will be managed in-house by MCE and stored directly on the Village's hard drive. All documents produced by MCE in the course of its performance under this contract shall be deemed to be records of the Village and shall be turned over to the Village upon request or upon termination of this contract for any reason. In the event of an open records request that implicates records that MCE possesses or has access to, MCE shall provide the requested records to the Village of Williams Bay within five (5) business days of written request to MCE.

7.) BUILDING PERMIT ADMINISTRATION – MCE shall utilize the following building permit administration and record-keeping system.

- **Building Permits**

- Standard building permit applications will be accepted in both hardcopy and digital format. Upon approval a standard building permit card will be issued for each project and made available to the applicant for display as required.

- **Permit Administration Documentation**

- All permit related documentation will be scanned and maintained in digital format on the village's hard drive. In addition, a complete hard copy file will be retained within the corresponding property file. All inspections will be documented using a standardized inspection report form. Inspection records will be maintained in both digital and physical formats.

- **Activity Log**

- Each permit will be assigned a standardized permit number and recorded in a centralized digital log. This log shall be accessible to all authorized village staff.

6.) 8.) MONTHLY REPORT – MCE shall provide the Village Administrator with a monthly report containing a summary of its work on Village matters for each month of the Contract term for the prior month's work, including the total number of permits issued, inspections completed and other relevant metrics. The report shall be delivered to the Village Administrator by the tenth (10th) day of each month.

7.) 9.) TERMINATION WITHOUT CAUSE – Notwithstanding the contract term specified in this contract, both the Village and MCE shall have the right to terminate this contract, without cause, by giving 90 days' written notice to the other party.

8.) 10. TERMINATION WITH CAUSE – Notwithstanding the contract term specified in this contract, the Village of Williams Bay shall have the right to terminate the contract with cause, in whole or in part, if it determines that MCE has failed to perform satisfactory work. In the event the Village decides to terminate the contract for failure to perform satisfactorily, the Village shall provide MCE at least thirty (30) days' written notice prior to the date of termination.

If the contract is terminated with cause, MCE shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by MCE up to the date of termination that were accepted by the Village.

9.) 11. ASSIGNMENT – MCE shall not assign, transfer, or convey any rights under this contract without the prior written consent of the Village.

10.) 12. INSURANCE – MCE shall at its own expense, procure and maintain the following insurance coverage and shall provide a certificate of insurance to the Village Clerk verifying these coverages, including any required endorsements or riders, during the term of this contract:

- General Liability – One Million Dollars (\$1,000,000.00) combined single limit and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury, personal injury, and property damage.

- Automobile Liability Insurance – One Million Dollars (\$1,000,000.00) occurrence and Two Million Dollars (\$2,000,000.00) aggregate.
- Professional Errors and Omissions – One Million Dollars (\$1,000,000.00).
- Workers Compensation Insurance as Required by Statute.
- The Village of Williams Bay shall be named as an additional insured on MCE's insurance policies, on a primary and noncontributory basis, with subrogation rights against the Village waived.

11.) 13. INDEPENDENT CONTRACTOR – It is agreed and understood between the parties that MCE is an independent contractor. MCE is not an employee of the Village of Williams Bay and shall not be entitled to any benefits enjoyed by employees of the Village. MCE remains in control of all of its employees, including but not limited to hiring, firing, discipline, evaluation, and establishment of standards for performance thereof. All MCE personnel rendering services hereunder shall be, for all purposes, employees of MCE, although they may act as officers or agents of the Village while acting within the scope of the services performed under this contract.

12.) 14. INDEMNIFICATION – To the fullest extent permitted by law, MCE shall defend, indemnify, and hold harmless the Village, its elected and appointed officials, employees, consultants, and volunteers and others working on behalf of the Village, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the mistake, error, omission or negligence of MCE, or by any officer, employee, representative, or agent of MCE or the material breach of any obligation under this contract by MCE, or by any officer, employee, representative, or agent of MCE. MCE shall have no obligations under this section to the extent that any Claim arises as a result of MCE's compliance with specific municipal laws, ordinances, rules, regulations, resolutions, executive orders, or other instructions received from the Village and lawfully and properly carried out by MCE. If either party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident. Nothing herein shall be construed to be a waiver of statutory liability immunity provided by Wisconsin Statutes and caselaw. This indemnification is further limited by the amounts of statutory limits of municipal liability provided by Wisconsin Statutes and caselaw.

15.) NOTICES – All notices and communications provided for under this agreement shall be delivered or mailed first class with postage prepaid, addressed in each case as follows, until another address shall have been designated in the written notice given in like manner, and shall be deemed to have been given or made when delivered or mailed as follows:

TO VILLAGE: Village Administrator
P.O. Box 250
121 North Walworth Avenue
Williams Bay, WI 53191

TO MCE: MCE
P.O. Box 62
Delavan, WI 53115

13.) 16.) APPLICABLE LAW – This contract shall be governed in all respects by the law of the State of Wisconsin, and any litigation with respect thereto shall be brought in the courts of the State of Wisconsin.

14.) 17.) SEVERABILITY – If any term or provision in this contract is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provision or part thereof shall be stricken from this contract, and such provision shall not affect the legality, enforceability, or validity of the remainder of this contract. If any provision or part thereof of this contract is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as legally possible.

15.) 18.) MISCELLANEOUS

- **Integration and Amendment**

- This Agreement may be amended, modified or superseded only by a written agreement executed by both the Village and MCE.

- **Waiver**

- The failure of the Village or MCE at any time or times to require performance of any provision of this Agreement shall not affect the right at a later time to enforce that provision. No waiver of any breach of any term contained in this Agreement, whether by conduct or otherwise, shall be deemed as a further or continuing waiver of such breach or a waiver of any other term contained in this Agreement.

- **Counterparts and Copies**

- This Agreement may be fully executed in separate counterparts by each of the parties. Such counterparts when combined shall constitute but one and the same instrument. The counterparts may be exchanged electronically via e-mail or facsimile transmission, which shall be deemed an original. A copy of this Agreement shall have the same force and effect as the original

- **Successors and Assigns**

- This Agreement shall inure to the benefit of and be binding upon each of the parties and their respective successors and allowed assigns

19.) ENTIRE AGREEMENT – This contract and all other agreements, exhibits, attachments, and schedules referred to in this contract constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this contract and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this contract by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this contract.

| **IN WITNESS WHEREOF**, the parties hereto have caused this ~~a~~Agreement to be executed and intend for the agreement to be effective as of the date and year first specified above.

Allison Schwark, Municipal Code Enforcement, LLC

Date:_____

Name, Title

Date:_____

ATTEST

Name, Title

Date:_____

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN VILLAGE OF WILLIAMS BAY, WISCONSIN
AND SAFEbuilt WISCONSIN, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between Village of Williams Bay, Wisconsin, ("Municipality") and SAFEbuilt Wisconsin, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Consultant shall provide the Services using Community Core Solutions hardware and software package in accordance with the provisions of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality as SAFEbuilt, LLC, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as

determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available

to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Becky Tobin, Village Administrator Village of Williams Bay 250 Williams Street Williams Bay, Wisconsin 53191 Email: admin@williamsbay.org	Joe DeRosa, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Wisconsin, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

30. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidity of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.


Avner Alkhas, Chief Financial Officer
SAFEbuilt Wisconsin, LLC

October 20, 2021
Date


Signature
Village of Williams Bay, Wisconsin

10/28/2021
Date

William Duncan, Village President
Name and Title
Village of Williams Bay, Wisconsin

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EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building Official Services

- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Issue stop-work notices for non-conforming activities related to provided services – as needed

Building, Electrical, Plumbing, Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Permit Technician Services

- ✓ Provide qualified individuals to perform the functions of this position
- ✓ Facilitate the permitting process from initial permit intake to final issuance of permit
- ✓ Review submittal documents and request missing information to ensure packets are complete
- ✓ Provide front counter customer service as necessary
- ✓ Answer questions concerning the building process and requirements at the counter or over the phone
- ✓ Form and maintain positive relationships with Municipal staff and maintain a professional image
- ✓ Determine permit fees based on Municipal fee schedule as established by ordinance, if requested
- ✓ Work with Municipal Clerk to facilitate Freedom of Information Act (FOIA) requests, if requested
- ✓ Provide inspection scheduling and tracking to ensure code compliance
- ✓ Act as an office resource to inspectors in the field
- ✓ Process applications for Municipal Boards and Commissions – if requested
- ✓ Provide input, tracking and reporting to help increase efficiencies

As-Requested Code Enforcement Services

- ✓ Customize our approach at the direction of Municipal Council/Board and staff
- ✓ Customize services in compliance with applicable Municipal code and ordinance requirements
- ✓ Proactively work with Municipality and its citizens to maintain a safe and desirable community
- ✓ Respond to and investigate code violations as provided/requested in writing by a municipal official
- ✓ Post violation notices and provide initial citizen notifications and follow-up inspections
- ✓ Address specific code enforcement issues at the direction of Municipality
- ✓ Provide monthly written reports
- ✓ Assist in the preparation of cases for court appearances, provide presentations and attend meetings as requested
- ✓ Participate in educational activities and customer service surveys related to code enforcement
- ✓ Provide professional recommendations for code revisions – as needed
- ✓ Make presentations to Municipal boards as requested
- ✓ Provide agreed upon reports to demonstrate our performance against set measurements

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. COMMUNITY CORE SOLUTIONS TERMS AND CONDITIONS

- ✓ Provide Community Core in accordance with the terms and conditions of Exhibit C.

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Consultant representative(s) will be available by cell phone and email

Deliverables			
INSPECTION SERVICES	Inspections requested before 4:00 p.m. completed the following business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days	5 business days or less
	✓ Large commercial within	20 business days	10 business days or less

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- ✓ Beginning January 01, 2023 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Full Service Fee Schedule:	
Inspection Services (permits issued prior to service start date)	\$97.00 per inspection
Inspection Services (permits issued after service start date)	85% of Municipal fee as established by ordinance
• Building, Mechanical, Plumbing, Electrical	
Residential Plan Review Services	85% of Municipal fee as established by ordinance
Commercial Plan Review Services	
✓ Building, HVAC and Plumbing	
▪ Requires State of Wisconsin approval for Delegated/Certified Municipal Authority	
▪ Consultant will provide service based upon approval granted by the State of Wisconsin	*85% of fees as stated and calculated in SBD-118 Wisconsin Department of Safety and Professional Services and any subsequent revisions
*Consultant fees set forth above for Commercial Plan Review Services are inclusive of the fees required to be paid to the Wisconsin Department of Safety and Professional Services pursuant to Chapter SPS 361 and 302 of the Wisconsin Administrative Code for the Commercial Plan Review and Reporting Services provided by the Consultant pursuant to this Agreement. Consultant shall remit the fees required to be paid to the Wisconsin Department of Safety and Professional Services when due.	
Building Official Services	Included in percentage of fees above
Permit Technician Service	Included in percentage of fees above
Activities/Meetings Where No Permit Fee is Generated - As requested by Municipality	
Normal Business Hours – 8:00 am to 5:00 pm	\$85.00 per hour – one (1) hour minimum
Other Than Normal Business Hours	\$100.00 per hour – one (1) hour minimum
Time tracked includes roundtrip travel time between Consultant's office and Municipality/inspection site.	
As-Requested Service Fee Schedule:	
Code Enforcement Services	\$65.00 per hour – one (1) hour minimum
Community Core Solutions:	
Optional – included at no cost to the Municipality	

EXHIBIT C – COMMUNITY CORE SOLUTIONS TERMS AND CONDITIONS

Insert next page

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Meritage Systems CommunityCore: Description of Services

VILLAGE OF WILLIAMS BAY, WISCONSIN

This order form is subject to the [terms of service](#) and [privacy policy](#).

Meritage reserves the right to amend the terms of service and privacy policy at any time and without prior notice.

Applications and Services		One-Time Set-Up Fee	Annual Support and Licensing Fee	Number of Users
CommunityCore Including InspectorConnect iOS mobile app for building and code inspections	☒	\$0.00	\$0.00	3
Legacy Data Import: Permitting Transfer of historical permit data from legacy system, assumes availability of readable data file or CSV	☐	\$	\$	
GIS Integration: Permitting	☐	\$	\$	
Contractor & Business Licensing	☒	\$	Included	
CommunityConnect Online Permitting Anywhere, anytime access for contractors to apply for permits, pay fees, check status, request inspections and upload plans	☒	\$0.00 Includes Setup of CommunityCore Preferred Merchant Account for Credit Card Processing	\$0.00	3
Online Payments Non-Preferred Merchant Account: additional fee if Meritage Systems is not a preferred provider	☒	\$	NA	
System Training	☒		NA	
Total:		\$0.00	\$0.00	3

CommunityCore Permit Management Features:

PAYMENT SHALL BE PURSUANT TO SECTION 5

- Permitting and Inspection Management
- Address Import Setup
- Inspections (including mobile access & when available, InspectorConnect app for iOS tablets)
- Contractor and Business Registration
- Plan Review Tracking and simple Planning/Zoning permits and workflow
- Reporting and Data Import/Export
- Complete configuration of permit type, terminology, fee structures, documents and user roles and permissions
- Permit Documents: Standard set of Permits, CO, TCO configured with your jurisdiction logo and information
- Customs Documents: Available for an additional charge
- Reports: Library of standard reports
- Custom Reports: Available for an additional charge
- Online Training for startup and post startup, ongoing and customer support
- Personalized support, including configuration updates
- Automatic updates of new features

These Service Terms of Use ("Agreement") constitute a contract between Meritage Systems, Inc., with offices at 3755 Precision Drive, Suite 140, Loveland, CO 80538 ("Meritage"), and you ("Customer"). This Agreement includes and incorporates the Order Form with which Customer purchased the Services and any subsequent Order Forms (submitted in written or electronic form), our Privacy Policy and our Copyright Policy. By accessing or using the Services, you agree to be bound by this Agreement. If you are entering into this Agreement on behalf of a company, organization or other entity, you represent that you have such authority to bind such entity and are agreeing to this Agreement on behalf of such entity. If you do not have such authority to enter into this Agreement or do not agree with these terms and conditions, you may not use the Services. Meritage reserves the right to revise this Agreement from time to time, at our sole discretion. By accessing or using the Services after such revisions, you agree to be bound by the revised Agreement.

1. Definitions. For purposes of this Agreement, the following initially capitalized terms have the following meanings:

1. "Account" means an account allowing access to the Services created in Customer's name.
2. "Fees" means the fees for the Services.
3. "Confidential Information" means (a) all nonpublic information disclosed or made available under this Agreement that relates to the provision or receipt of the Services or either party's financial condition, operations or business, and which is clearly identified as confidential at the time of disclosure, (b) the Technology, (c) the Documentation, (d) the Customer Information that is not publicly available, and (e) the User IDs.
4. "Customer Information" means all data, information or other content entered by or collected from Customer or any User that is entered into the Services by Customer or any User while accessing the Services. Customer Information includes any third-party information collected by Customer or any User and entered into the Services.
5. "Documentation" means the online help files and instruction manuals (whether in print or electronic form) that relate to the use of the Services that have been provided or made available by Meritage to Customer.
6. "Go-Live Date" means the date on which the Services, hosted on a Production Server, become active.
7. "Intellectual Property Rights" means any and all intellectual property rights throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and any and all other legal rights protecting intangible proprietary information.
8. "Order Form" means the form executed by the parties that describes the Services and any setup fees associated with the Services.
9. "On-boarding" means the Set-Up and the Training, as specified in the Order Form.
10. "Production Server" means the server on which the Services will be hosted.
11. "Start of Service Date" is the date of commencement of operation of the services by Customer or 120 days following the Effective Date, whichever is first.
12. "Services" means the publicly-available, online building department services provided by Meritage through its CommunityCore application, which can be accessed through the web site located at www.app.communitycore.com and such other sites as may be designated by Meritage (each, the "Site" or collectively, the "Sites").
13. "Set-Up" means defining workflows and permit types, entering fee schedules and setting up Users. The purpose of Set-Up is to configure the Production Server on which the Services for Customer will be hosted.
14. "Set-Up Fees" means the fees for Set-Up specified in the Order Form.
15. "Subscription Fees" means the annual subscription fee specified in the Order Form.
16. "Technology" means the software, hardware and other technology used by or on behalf of Meritage to provide the Services, and all data, information and other content included on or accessible through the Services, except for any Customer Information.
17. "Training" means the services intended to familiarize Users on the use of the Services, as described in Section 4, and to verify configuration of the Production Server.
18. "User ID" means each unique User identification name and password used for access to and use of the Services through the Account.
19. "User" means anyone accessing the Services through Customer's Account.

2. Customer's Access To And Use Of The Services.

20. Customer's Right to Access the Services. Subject to the terms of this Agreement Meritage grants to Customer a limited, non-exclusive, non-transferrable license to access and use the Sites and Services as specified in the Order Form during the term of this Agreement, solely for Customer's own internal business purposes. Except as set forth in this Agreement, Customer is not receiving any right or license to use, or any ownership interest with respect to, the Sites, Services or any Technology or Intellectual Property related to the Sites or Services. Customer acknowledges that the Services are hosted by third-party hosting providers contracted by Meritage. Meritage reserves the right to change hosting provider from time to time and without notice to Customer.

21. Certain Restrictions on Customer's Access. Customer will not, and will not permit any Users or any other party to: a) download or otherwise obtain a copy of the Technology in any form; (b) reverse engineer or otherwise derive the source code of the Service, Sites or Technology or otherwise modify, reverse compile, disassemble, or translate the Service, Sites or Technology or create any derivative works thereof; or (c) use the Service on behalf of any third party or for any purpose other than as described in this Agreement; (d) sell, lease, license, sublicense, distribute or otherwise transfer in whole or in part the Service or use it as a service bureau; (e) post, send, process or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material violating of third party rights; (f) post, send, process or store material containing software viruses, worms, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (g) interfere with or disrupt the integrity or performance of the Service or attempt to gain unauthorized access to the Service or related systems or networks; (h) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the IP Rights and/or Licensor's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the software or on any copies made in accordance with this Agreement; (i) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the intellectual property rights and/or Licensor's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the Service, or Documentation, or on any copies made in accordance with this Agreement; (j) use, or authorize or permit the use of, the Service except as expressly permitted herein; (k) use the Service to perform any activity which is or may be, directly or indirectly, unlawful, harmful, threatening, abusive, harassing, tortuous, or defamatory, nor to perform any activity which breaches the rights of any third party.
22. Customer's Use of the Services. (1.a) Accounts/User IDs. Customer will be provided with one or more User IDs to access the Services through the Account. Your Order Form specifies the number of user IDs and Read-Only IDs provided by Meritage to Customer under this agreement ("Subscription Cap"). Each User ID shall be linked to a single User and Customer agrees to limit usage of a User ID to the individual to which the User ID is assigned. Customer may request to increase the number of Users and the parties shall establish the terms under which such additional Users will be added. Customer shall use, and shall ensure that Users use, commercially reasonable efforts to ensure the security and confidentiality of all User IDs. In the event that the confidentiality of a User ID is or may be compromised, Customer shall promptly advise Meritage of the potential or actual compromise. Customer shall be responsible for the use of a User ID by unauthorized users. (1.b) Customer Information. Customer represents and warrants that it has all necessary intellectual and proprietary rights and licenses in and to any Customer Information to permit (i) it and its Users to enter Customer Information into the Services and (ii) to permit Meritage to perform the Services. Customer hereby grants to Meritage a fully paid-up, non-exclusive license to use, reproduce and create derivative works of the Customer Information as reasonably required to perform the Services. (1.c) Necessary Equipment. The Services are provided through the internet and Users must have an internet connection in order to access the Services. Meritage does not provide internet connectivity. Customer will be solely responsible, at Customer's own expense, for acquiring, installing and maintaining all telecommunication services, hardware, software and other equipment as may be necessary for Customer and Customer's Users to connect to, access, and use the Services. Currently, the services may be accessed through the Chrome browser or the iOS mobile app provided they have been maintained to versions supported during the three-year period prior to the date on which access is sought. (1.d) Customer will not use and will not authorize any User to use any open source software in connection with the Services in any manner that requires, pursuant to the license applicable to such open source software, that any Meritage Confidential Information or the Services be (A) disclosed or distributed in source code form, (B) made available free of charge to recipients, or (C) modifiable without restriction by recipients. (1.e) By using the Services, Customer agrees to be bound by the terms of Meritage's Copyright Policy, which terms may be revised by Meritage at its sole discretion. By using the Services after the effective date of any such revision, Customer expressly agrees to be bound by the terms of the revised Copyright Policy.
23. Meritage will use reasonable commercial efforts to ensure that the Services perform substantially in accordance with the description of the services found at www.app.communitycore.com. The Services are subject to modification from time to time at Meritage's sole discretion, provided the modifications do not materially diminish the functionality of the Services provided by Meritage.
24. Meritage will use reasonable commercial efforts to make the Services available to Customer and its Users. Notwithstanding the foregoing, Meritage reserves the right to suspend Customer's (or any of its Users') access to the Services: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to Meritage, and fails to correct that breach within the applicable cure period; (iii) in the event that Customer breaches Section 2.2 or Section 7.2 of this Agreement or (iv) as it deems reasonably necessary to respond to any actual or potential security concerns.

25. Customer acknowledges that the Services will require the Users and third parties for whom the Services are being performed by Customer to share with Meritage certain information for the purposes of providing the Services. This information may include personal information (such as email address, and/or phone number) regarding the Users or such third parties which Meritage will use for the purposes of providing the Services. Customer is fully responsible for obtaining the consent of each User and any third party to the use of his/her information by Meritage for purposes of providing the Services. Such use will be subject to and governed by the terms of Meritage's Privacy Policy, the current version of Meritage's privacy policy is available [here](#). Meritage reserves the right to revise the Privacy Policy at its sole discretion. By using the Services after the effective date of any such revision, Customer expressly agrees to be bound by the terms of the revised Privacy Policy.
26. Customer will be fully responsible for Users' compliance with this Agreement. Any breach of this Agreement by a User shall be deemed to be a breach by Customer. Customer will promptly advise Meritage in the event that any User or third party revokes such consent or ceases to be a User. Customer is solely responsible for determining whether the Services are sufficient for Customer's purposes.

3. Set-Up.

Set-Up Services. Subject to the terms of this Agreement Meritage will provide Customer with the Set-Up services as described in the Order Form. Except to the extent provided in the Order Form, no such services will be provided. Customer Responsibilities and Certain Restrictions on Set-Up. Customer is responsible for providing information in a timely manner and in an appropriate format to allow Meritage to provide the Set-Up and for ensuring the Customer resource(s) assigned to provide support to Meritage in performing the Set-Up, along with all Users, have adequate computer skills to perform their tasks. Set up support required beyond the specified Set-Up shall be arranged upon the agreement of the parties and will incur an additional fee. Acceptance. The purpose of Set-Up is to configure the Services for availability on the Go-Live Date. During the Training, Customer will have the opportunity to evaluate the Set-Up and note any configuration errors. Upon discovery of an error, Customer will notify Meritage of the necessary configuration changes and Meritage will modify Set-Up to make the requested changes. Upon completion of Training and prior to the Go-Live Date, Customer shall review and accept the Services by executing a form of acceptance provided by Meritage. Customer acknowledges and accepts that configuration of the Services is limited to the extent accommodated by the current capabilities and limitations of the Services.

4. Training.

27. Training Services. Subject to the terms of this Agreement, Meritage will provide Customer with the Training services as described in the Order Form. Except to the extent provided in the Order Form, no such services will be provided.
28. Delivery. All Training will be provided by Meritage using WebEx or an equivalent service agreed by the parties. Meritage will create a Training site for Customer and its Users to use for Training. In addition to WebEx training, the Training website will provide access to online documentation and training videos that may be accessed by Customer and its Users. Customer and its Users may access the Training web site on an unlimited basis through the Go-Live Date. Customer acknowledges that the Training website may not be available at all times and that Meritage shall have no liability as a result of the unavailability of the Training website.
29. Customer Responsibilities and Certain Restrictions. Customer is responsible for providing information in a timely manner and in an appropriate format to allow Meritage to provide the Training and for ensuring the Customer resource(s) assigned to provide support to Meritage in performing the Training, along with all Users, have adequate computer skills to perform their tasks.
30. Verification of Set-Up. Customer acknowledges that a primary purpose of the Training website is to verify functionality of the Services prior to the Go-Live Date. Customer will have the opportunity to evaluate the Set-Up and note any configuration errors. Upon discovery of an error, Customer will notify Meritage of the necessary configuration changes and Meritage will modify Set-Up to make the requested changes to the Training website.

5. Fees And Payment.

31. . Fees. On the Effective Date, Customer will pay Meritage the Set-Up Fee as specified in the Order Form for Set-Up. In addition, on the Start of Service Date and ending upon the termination of this Agreement, Customer will pay to Meritage the Subscription Fees as specified in Order Form, plus all applicable sales, use and other purchase related taxes (Customer shall be responsible for timely providing Meritage with a valid certificate of exemption from the requirement of paying sales, use or other purchase related taxes). Unpaid Fees are subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid to Meritage on account thereof. In the event that Customer

elects to increase the number of Users, the parties shall meet to discuss the impact on Set-Up and Subscription Fees. The Subscription Fees may be increased on an annual basis, as determined by Meritage, provided that any pricing increase will not exceed seven percent (7%) of the Subscription Fees per User for the immediately prior Term, unless the pricing was designated in the applicable Order Form as promotional or one-time. Meritage will provide 30 days advance notice of any increase in the Subscription Fees. By using the Services after the increase in the Subscription Fees becomes effective, Customer agrees to be bound by such new Subscription Fees. FEES AND FEE RATES ARE TO BE CONSIDERED CONFIDENTIAL BY BOTH PARTIES AND NOT TO BE SHARED WITH ANY THIRD PARTY WITHOUT WRITTEN PERMISSION OR AS REQUIRED BY LAW.

32. Payment. All Set-Up Fees, Subscription Fees and other fees due under this Agreement (collectively, "Fees") are payable in U.S. dollars, unless otherwise specified in writing. Except for the Set-Up Fee, which shall be paid prior to the performance of Set-Up, Customer shall pay all Fees and any other amounts set forth on each such invoice issued by Meritage under this Agreement within 30 days of the date of invoice. Fees are payable in advance and are non-refundable. In the event that Customer disputes the amount of any Fees, it shall so notify Meritage within the 30-day payment period. The failure to provide such notice shall be deemed agreement that the Fees are undisputed.

6. Confidentiality.

33. Obligations. Each party acknowledges that by reason of the relationship created between the parties by this Agreement, it may have access to certain non-public information of substantial value concerning the other party's business, operations, strategic plans, customers, suppliers, technology, competition and employees. Accordingly, each party as the recipient of Confidential Information (the "Receiving Party") from the other party (the "Disclosing Party") will not use any Confidential Information of the Disclosing Party for any purpose other than the providing and receipt of Services under this Agreement. The parties agree the use of the Confidential Information will be in accordance with all terms and conditions of this Agreement. The Receiving Party will not disclose the Confidential Information of the Disclosing Party to any third party except as expressly provided herein and will protect the Disclosing Party's Confidential Information from unauthorized use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Either party may disclose the Confidential Information of the other party to the Receiving Party's employees, subcontractors and advisors who require access to such information for the performance of their obligations, all provided that the employees, subcontractors and/or agents have entered into confidentiality agreements with the Receiving Party that are at least as protective of the Disclosing Party's Confidential Information as are the terms of this Agreement. The Receiving Party shall be responsible for any disclosure or use of the Disclosing Party's Confidential Information by or through any employee, subcontractor or agent of the Receiving Party. For the avoidance of doubt, Customer acknowledges that Meritage utilizes the services of certain third parties in connection with the provision of the Services (such as data hosting) and such third parties will have access to Customer's Confidential Information, subject to compliance with this Section 6. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that, to the extent permitted by law, the Receiving Party notifies the Disclosing Party of such required disclosure in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.
34. Termination of Obligations. The Receiving Party's obligations under this Section 6 with respect to maintaining the confidentiality of any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party and is not subject to restrictions on disclosure and/or use; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. The restrictions on use of the Disclosing Party's Confidential Information shall remain in effect for five years subsequent to the earlier of the termination of this Agreement or the date on which the obligation to maintain the Confidentiality of the Disclosing Party's Confidential Information terminates.
35. Return of Confidential Information. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing

that it has fully complied with its obligations under this Section 6.3. For the purposes of this Section 6, Data, as defined in Section 7 below, shall not be considered Customer's Confidential Information.

36. Remedies. Each party acknowledges that any breach of any of its obligations with respect to the other party's Confidential Information may cause or threaten irreparable harm to such party. Accordingly, each party agrees that in such event, the aggrieved party shall be entitled to seek equitable relief in any court of competent jurisdiction without the necessity of posting bond and in addition to such other remedies as may be available to the aggrieved party under law or in equity.
37. Both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement, provided that the terms and conditions may be disclosed if such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis to potential investors or acquirers in Meritage or any entity directly or indirectly controlling the majority voting interest in Meritage.

7. Ownership.

38. Customer's Ownership. Customer retains all right, title and interest in and to the Customer Information Customer or its Users provide to Meritage, other than such information that is subject to disclosure under applicable freedom of information laws and regulations. During the termination notice period specified in Section 9, Meritage will provide Customer Information in the form of Meritage native format files containing permit data to Customer within 10 business days of receipt of a written request for that Customer Information, all at no additional charge.
39. Meritage's Ownership. Meritage retains all right, title and interest in and to, and all Intellectual Property Rights embodied in or related to the Sites, Services, Technology, and any other information or technology used or made available in connection with the Sites or Services, including without limitation any and all improvements, updates, and modifications thereto, whether or not made in conjunction with this Agreement. Meritage's name, logo, and the product and service names associated with the Services are trademarks of Meritage or third parties, and no right or license is granted to Customer to use them separate from Customer's right to access the Services. In the event that Customer or any End User makes any suggestions for the addition of features to, or the improvement of the Services ("Feedback"), Meritage shall, to the maximum extent permitted by law, own all such Feedback, including any Intellectual Property Rights therein, and shall have the right to use such Feedback for any purpose without payment or accounting to Customer or any End User. Customer and/or End User agree to execute any and all materials reasonably required by Customer to perfect Customer's ownership in such Feedback and Intellectual Property Rights, all at Meritage's expense.

8. Data.

40. Meritage will have the right to collect non-personally identifiable data and anonymized information resulting from Customer Information and Customer's use of the Services ("Customer Data") for purposes of (i) benchmarking of Customer's and others performance relative to that of other groups of customers served by Meritage (for the avoidance of doubt, Customer Data will be provided to third parties only as part of a larger body of anonymized data); (ii) sales and marketing of existing and future Meritage services; (iii) monitoring Service performance and making improvements to the Services and Sites.
41. Backup and Recovery. Meritage shall provide, either directly or through its hosting partner, the following recovery services: 7.2.1 Hosting infrastructure recovery processes 7.2.2 Application recovery processes 7.2.3 Data backup with rotation and retention. Backups are done daily, the prior month of daily data is retained, each month is retained for a year, and each year retained until termination of the agreement.

9. Term and Termination.

This Agreement will begin on the Effective Date and will continue in perpetuity until terminated in accordance with the terms of this Agreement or the applicable Order Form. Upon the expiration of the initial term, if any, specified in the Order Form, Customer may terminate this Agreement upon not less than 90 days advanced written notice to Meritage. Except with respect to a failure to timely make any payments required under this Agreement, either party may terminate this Agreement if the other party breaches this Agreement and does not cure such breach within 60 days after being provided with written notice thereof, provided that in the case of Customer such time period will be extended beyond 60 days if Customer is exercising reasonable efforts to cure such breach during such 60-day period. With respect to the failure to timely make any payments, Meritage shall have the right to suspend access to the Services and Sites or, at its option, to terminate this Agreement, in the event that Customer fails to make any required payment within five (5) business days after receipt of notice that the payment

is past due. Upon any termination of this Agreement: (a) all rights and licenses granted to Customer in this Agreement will immediately terminate and Customer shall immediately cease to use the Services and Sites; (b) Meritage will cease performing all Services; (c) all access by Customer and any Users to the Sites and the Services (including all Customer Information) will be suspended; (d) Meritage will discontinue all use of the Customer Information; and (e) all Fees and other amounts incurred under this Agreement prior to such termination or expiration will become immediately due and payable by Customer. Upon the request of Customer following any termination or expiration, Meritage will transfer all Customer Information collected by Meritage either directly to Customer or to Customer's identified third-party partner. Customer shall compensate Meritage for the transfer on a time and materials basis at Meritage's then-current rates and will reimburse all reasonable expenses and costs associated with the transfer. Such expenses and costs shall include, without limitation, travel, consultant costs, hardware expenses, and software costs associated with efforts involved in preparing Customer Information for transfer as well as any costs incurred as part of the physical transfer of Customer Information. Meritage will not be required to issue any refunds for any unearned Fees paid in advance. The provisions of Sections 2.2, 2.3 (section 2.3(b) and as necessary to complete the return of Customer Information), 2.6, 2.7, 5, 6, 7, 8, 9, 10, 11 and 12 of this Agreement will survive termination of the Agreement for any reason.

10. Warranties and Disclaimers.

1. Warranties. Each party represents and warrants to the other party that: (a) such party has all requisite corporate or other applicable power and authority to execute, deliver and perform its obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement by such party has been duly authorized; and will not conflict with, result in a breach of, or constitute a default under any other agreement to which such party is a party or by which such party is bound;.
2. Disclaimers. EXCEPT AS STATED UNDER THIS AGREEMENT, MERITAGE PROVIDES THE SERVICES "AS IS" AND "AS AVAILABLE" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, TITLE AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RELIED ON NO SUCH WARRANTIES IN ENTERING INTO THIS AGREEMENT. MERITAGE DOES NOT WARRANT THAT THE SERVICES WILL BE FREE FROM LOSS OR LIABILITY INCLUDING THAT ARISING OUT OF ANY THIRD-PARTY TECHNOLOGY, THIRD PARTY ACTION, SUCH AS UNAUTHORIZED ACCESS BY ANY THIRD PARTY, OR ANY ACT OR OMISSION OF CUSTOMER. MERITAGE EXPRESSLY DISCLAIMS ANY WARRANTY OR LIABILITY WITH RESPECT TO COMPLIANCE WITH LAWS, RULES OR REGULATIONS APPLICABLE TO CUSTOMER, WHICH SHALL BE THE SOLE RESPONSIBILITY OF CUSTOMER. MERITAGE DOES NOT WARRANT THE ACCURACY, RELIABILITY OR COMPLETENESS OF customer materials or ANY ADVICE, REPORT, DATA OR DELIVERABLES OBTAINED BY CUSTOMER FROM THE CUSTOMER MATERIALS SUBMITTED TO THE SERVICES, SUCH ADVICE, REPORTS, DATA OR DELIVERABLES ARE PROVIDED "AS IS" AND MERITAGE SHALL NOT BE LIABLE FOR ANY INACCURACY THEREOF. MERITAGE SHALL NOT BE RESPONSIBLE OR LIABLE FOR: (A) ANY DAMAGES IF, AND TO THE EXTENT, CAUSED BY CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS, AS SET FORTH IN THIS AGREEMENT OR AN ORDER FORM; (B) ANY CORRUPTION, DAMAGE, LOSS OR MIS-TRANSMISSION OF CUSTOMER MATERIALS, UNLESS SUCH TRANSMISSION IS THE RESPONSIBILITY OF MERITAGE; OR (C) THE SECURITY OF CUSTOMER MATERIALS DURING TRANSMISSION FROM CUSTOMER'S FACILITIES TO THE CLOUD PLATFORM. Customer acknowledges that the Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Meritage is not responsible for any delays, failures, or other damage resulting from such problems.
3. Customer represents and warrants that it: (A) owns or has the right to use all Customer Information and to submit and store such Customer Information on the Site and the infrastructure supporting the Site and Services; and (B) has all necessary licenses and permissions for usage of any third-party software or other information or material supplied or provided by Customer to Meritage in an Order Form or otherwise used in connection with the Services. Customer hereby grants to Meritage the right to use all Customer Information, including any third-party software solely for the purposes of this Agreement, including any Order Form, and the performance of Meritage's obligations hereunder and any Order Form.

11. Certain Liabilities, Limitation of Liability.

4. Customer will, at Customer's own expense, indemnify, defend, hold harmless against, and pay all costs, damages and expenses (including reasonable attorneys' fees) awarded against or incurred by Meritage based on, any claims, allegations or lawsuits that may be made or filed against Meritage by any person to the extent arising from or relating to any breach by Customer of any representation and warranty under this Agreement; or (b) alleging that use by Meritage in accordance with this Agreement of Customer Information, Customer Data or Customer Confidential

Information infringes or misappropriates the Intellectual Property Rights of, or has caused harm or damage to, a third party.

5. Limitation of Liability. EXCEPT TO THE EXTENT ARISING FROM A BREACH OF CONFIDENTIALITY OR OF SECTIONS 2.2 OR 7, OR AS ARISING UNDER OBLIGATIONS OF INDEMNIFICATION, IN NO EVENT WILL EITHER PARTY, INCLUDING ITS VENDORS, HOSTING SERVICE PROVIDERS, OR ITS LICENSORS, BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA, OR PROFITS, OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THE USE OF THE SITES OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT TO THE EXTENT ARISING FROM A BREACH OF CONFIDENTIALITY OR OF SECTIONS 2.2 OR 7, OR AS ARISING UNDER OBLIGATIONS OF INDEMNIFICATION OR CUSTOMER'S OBLIGATION TO MAKE PAYMENTS, EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SITES OR THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO MERITAGE HEREUNDER AS OF THE DATE OF THE ACT OR OMISSION GIVING RISE TO THE LIABILITY. EACH PARTY ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, EACH PARTY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

12. General Provisions.

6. Notwithstanding anything else, Customer may not provide to any person an export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.
7. This Agreement will be binding upon the parties to this Agreement and their permitted successors and assigns. Neither party may assign, delegate or transfer this Agreement or any of its rights or obligations (in whole or in part) under this Agreement (whether by operation of law or otherwise) to any third party without the other party's prior written consent. Notwithstanding the foregoing, either party may assign this agreement to any successor in interest to such party's stock, assets or business, whether by way of sale, merger, reorganization or other form of transaction, provided that such party provides the other party with notice of such assignment and that the successor in interest agreed in advance to assume all right, obligations, liabilities, and responsibilities of the assigning party under this Agreement. Any assignment or transfer in violation of the foregoing shall be null and void.
8. Nothing in this Agreement confers or is intended to confer, expressly or by implication, any rights or remedies upon any person or entity not a party to this Agreement.
9. This Agreement shall be governed by and construed in accordance with the laws of Colorado without regard to conflicts of law principles. Customer agrees that it will only bring any action or proceeding arising from or relating to this Agreement in a federal court in the District of Colorado or in state court in Larimer County, Colorado, and Customer irrevocably submits to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts by Meritage.
10. The parties hereto are independent parties, not agents, employees or employers of the other or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other.
11. Any notice to the other party required or allowed under this Agreement must be delivered in writing by express courier, personal delivery, or by certified mail, postage pre-paid to the address for the party listed in the first paragraph of this Agreement.
12. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.
13. Meritage may use Customer's name as a reference and publicize Customer as a customer of Meritage.
14. Unless otherwise amended as provided herein, this Agreement will exclusively govern Customer's access to and use of the Services and the Sites and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding Customer's access to and use of the Services and the Sites. This Agreement may be amended or modified only by a writing signed by both parties.
15. All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

AMENDMENT ONE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN VILLAGE OF WILLIAMS BAY, WISCONSIN
AND SAFEbuilt WISCONSIN, LLC

This Amendment is entered into to amend the Professional Services Agreement previously entered into on October 26, 2021, by and between Village of Williams Bay, Wisconsin, (Municipality) and SAFEbuilt Wisconsin, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant). Municipality and Consultant shall be jointly referred to as the "Parties".

Amendment Effective Date: This Amendment shall be effective on the latest date fully executed by both Parties.

RECITALS AND REPRESENTATIONS

Parties entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on October 26, 2021; and

Parties hereto now desire to amend the Agreement as set forth herein; and

NOW, THEREFORE

Agreement is hereby amended as set forth below:

A. Agreement, Exhibit B, 1. Fee Schedule shall be replaced with and read in its entirety as follows:

1. FEE SCHEDULE

- ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- ✓ Beginning January 01, 2023 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Full Service Fee Schedule:	
Inspection Services (permits issued prior to service start date)	\$75.00 per inspection
Inspection Services (permits issued after service start date) • Building, Mechanical, Plumbing, Electrical	80% of Municipal fee as established by ordinance
Residential Plan Review Services	80% of Municipal fee as established by ordinance
Commercial Plan Review Services ✓ Building, HVAC and Plumbing ▪ Requires State of Wisconsin approval for Delegated/Certified Municipal Authority ▪ Consultant will provide service based upon approval granted by the State of Wisconsin	*80% of fees as stated and calculated in SBD-118 Wisconsin Department of Safety and Professional Services and any subsequent revisions
*Consultant fees set forth above for Commercial Plan Review Services are inclusive of the fees required to be paid to the Wisconsin Department of Safety and Professional Services pursuant to Chapter SPS 361 and 302 of the Wisconsin Administrative Code for the Commercial Plan Review and Reporting Services provided by the Consultant pursuant to this Agreement. Consultant shall remit the fees required to be paid to the Wisconsin Department of Safety and Professional Services when due.	

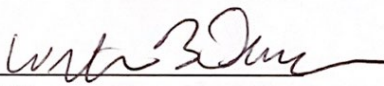
Building Official Services	Included in percentage of fees above
Permit Technician Service	Included in percentage of fees above
Activities/Meetings Where No Permit Fee is Generated - As requested by Municipality	
Normal Business Hours – 8:00 am to 5:00 pm	\$85.00 per hour – one (1) hour minimum
Other Than Normal Business Hours	\$100.00 per hour – one (1) hour minimum
Time tracked includes roundtrip travel time between Consultant's office and Municipality/inspection site.	
As-Requested Service Fee Schedule:	
Code Enforcement Services	\$65.00 per hour – one (1) hour minimum
Community Core Solutions:	
Optional – included at no cost to the Municipality	

All other provisions of the original Agreement shall remain in effect, to the extent not modified by Amendment.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

Avner Alkhas, Chief Financial Officer
SAFEbuilt Wisconsin, LLC

Date



Signature
Village of Williams Bay, Wisconsin

2-21-22

Date

William Duncan, President

Name & Title