

**NOTICE & AGENDA  
MOUNTAIN BAY METROPOLITAN  
POLICE DEPARTMENT  
OVERSIGHT BOARD**

Date: Wednesday, April 24, 2024  
Time: 4:00 p.m.  
Place: This meeting will be held via  
<https://us02web.zoom.us/j/6953385367>  
Or via telephone: 646-558-8656, enter, 6953385367# then enter #  
Or at the Rothschild Village Hall

Pursuant to State Statutes, the following subject matter will come before the Board for consideration and possible action:

1. Call to Order
2. Announcements and Statements from the Audience  
(This is the only opportunity for the public to address any items of concern including items on the agenda. Public comment is not allowed without Board action when an agenda item is discussed. Due to open meeting laws, the Board will not be able to have a dialog with the person making public comments. If the person making public comments would like answers to questions, then they will need to leave their phone number with the Clerk so they can be contacted by staff to have their questions answered. Public comments will be limited to 3 minutes per person. No action will be taken during public comments.)
3. Minutes of Previous Meeting(s)  
Oversight Board Meeting Minutes of April 11, 2024
4. Discussion and Possible Action Regarding Current Office Layout and Staffing
5. Discussion and Possible Action Regarding Purchasing and Selling of Firearms
6. Discussion and Possible Action Regarding Employee Benefits through the State of Wisconsin
7. Discussion and Possible Action Regarding the Law Enforcement Services Agreement with the Town of Weston
8. Discussion and Possible Action Regarding the MOU of the SRO D.C. Everest School District
9. Discussion and Possible Action Regarding Mountain Bay Metropolitan Auditor for 2024 and Beyond
10. Discussion and Possible Action Regarding the Municipal Judge Wages
11. Set Date, Time, and Agenda Items to Discuss at Next Meeting
12. Adjourn

Signed: Elizabeth Felkner, WCMC  
Presiding Officer or Designee

Posted at the: Rothschild Village Hall, MBMPD Office, Weston Village Hall, & Rothschild Post Office

Daily Herald Notified:

By: EF  
Date: 4/22/2024

Via: FAX  
By: EF  
Date: 4/22/2024

NOTE: Please note, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the Village Clerk's Office, (715) 359-3660, during the normal hours of operation.

If there is a quorum of any other governmental body present at the meeting, the existence of the quorum shall not constitute a meeting as no action of such body is contemplated.



Accepted:

1. Call to Order:

Chairman Dan Mortensen called the meeting to order at 4:00 p.m. Members present: Jamie Weiland, Bill Schremp, Jim Pinsonneault, Mark Maloney, and Dan Mortensen. Also present: Chief of Police Jeremy Hunt, Rothschild Administrator Ryan VanDeWalle, Weston Administrator Jami Gebert, Finance Director Melanie Wiskow, and Clerk Elizabeth Felkner.

2. Announcements and Statements from the Audience: None.

3. Minutes of Previous Meeting(s):

**Motioned by Maloney/Schremp to Approve the Oversight Board Meeting Minutes of March 28, 2024 as Presented. Questioned and carried 5:0.**

4. Discussion and Possible Action Regarding Attorney Contracted Services for Rothschild Area Municipal Court:

Chief Hunt and Attorney Tlusty explained the services Attorney Tlusty will be providing to the Board. With the merger, the contract explains the hourly rate along with serving the Village's of Weston, Rothschild, and Edgar, City of Schofield, and Town of Weston.

**Motioned by Maloney/Schremp to Approve the Attorney Contracted Services for Rothschild Area Municipal Court with Attorney Tlusty as Presented. Questioned and carried 5:0.**

5. Discussion and Possible Action Regarding the Law Enforcement Services Agreement with the City of Schofield:

Mr. VanDeWalle explained the services agreement to the Board. The agreement is with the City of Schofield.

**Motioned by Maloney/Pinsonneault to Approve the Law Enforcement Services Agreement with the City of Schofield. Questioned and carried 5:0.**

6. Discussion and Possible Action Regarding Officers in Task Force:

Chief Hunt and Captain Aldrich explained the Task Force procedures to the Board. The Board wanted to be sure members on the Task Force were on it long enough to learn their role, duties, etc.

**Motioned by Maloney/Weiland to Approve the Officers in Task Force for a 2-Year Limit at Officer Wages. Questioned and carried 5:0.**



Accepted:

7. Discussion and Possible Action Regarding Officers on Swat Team and Riot Team:

Chief Hunt and Captain Aldrich explained the Swat and Riot Team to the Board. The Mountain Bay Metro Police Department will have a total of 5 members.

**No Action Taken.**

8. Discussion and Possible Action Regarding Updates on Building Space and Office Furniture:

Chief Hunt explained the layout of the clerical office space. The cost of additional office space will total \$8,206.00. Chief Hunt explained the layout of new lockers for all employees. The cost of the new lockers will total \$13,095.00. The new lockers can transfer to a new facility in the future if and when approved.

**Motioned by Pinsonneault/Schremp to Approve the Clerical Office Space in the Amount of \$8,206.00, and Lockers in the Amount of \$13,095.00. Questioned and carried 5:0.**

9. Discussion and Possible Action Regarding Fuel Account Provider:

Chief Hunt presented moving forward with Kwik Trip fuel cards for all officers. Chief Hunt will cancel services with Riiser Fuels (R-Store). The Board requested mileage be reported on each vehicle when fueling up for better record keeping.

**Motioned by Pinsonneault/Schremp to Approve Kwik Trip as the Fuel Account Provider for Police Squad Vehicles. Questioned and carried 5:0.**

10. Discussion and Possible Action Regarding the Hiring Process and Update:

Chief Hunt explained the hiring process to the Board. Currently, 5 individuals applied, and interviews were conducted. Chief Hunt is looking to hire one candidate right away and slowly hire more to fill all vacant positions.

**No Action Taken.**

11. Discussion and Possible Action Regarding the Topic of Zoom Meetings:

Mr. VanDeWalle mentioned that the Village Board Room does have the capability to conduct Zoom Meetings along with recording the meetings. With the option of zoom being available, employees and public can tune in if they so choose.

**Motioned by Pinsonneault/Schremp to Conduct and Record Mountain Bay Metropolitan Oversight Board meetings via Zoom and be Live for Public to View. Questioned and carried 5:0.**





Accepted:

12. Discussion and Possible Action Regarding the Meeting Recordings available for Review:

Mr. VanDeWalle explained to the Board that the Village of Rothschild has not placed any recordings of any meetings online. The Village does not currently have a YouTube channel for meetings. Chief Hunt mentioned that Mountain Bay Metro will be getting their own website. Once the website is created, all Agendas, Minutes, and Recordings can be published. Each municipality will have their own quick link tab on their website to reference the Police Department's website.

**Motioned by Pinsonneault/Maloney to Move Forward with Recording All Mountain Bay Metropolitan Police Oversight Board Meetings and Publish Online once the Website is Available. Questioned and carried 5:0.**

13. Discussion and Possible Action Regarding an Annual Formal Review of the Police Chief:

Mr. VanDeWalle mentioned that it is the intent of the Oversight Board to complete an annual review of the police chief. It will be completed to align with our current Village of Rothschild annual review of staff. The review would be completed by peers and the board to allow for a holistic approach.

**Motioned by Schremp/Maloney to Follow the Annual Formal Review Process the Village of Rothschild conducts for the Police Chief. Questioned and carried 5:0.**

14. Discussion and Possible Action Regarding the acceptance of General Counsel Contract:

Mr. VanDeWalle explained the general counsel for the Mountain Bay Metropolitan Police Department will be Attorney Nick Flanagan. Mr. VanDeWalle described the formal agreement that outlines his services on an as needed basis.

**Motioned by Maloney/Wieland to Approve the General Counsel Contract with Attorney Nick Flanagan as Presented. Questioned and carried 5:0.**

15. Set Date, Time, and Agenda Items to Discuss at Next Meeting:

Next meeting is scheduled for Wednesday, April 24, 2024 at 4:00 p.m.

16. Adjourn:

**Motion by Schremp/Weiland to Adjourn. Questioned and carried 5:0. Meeting Adjourned at 4:53 p.m.**

Prepared by: Elizabeth Felkner, Clerk

Ryan VanDeWalle, MPA  
Administrator  
[rvandewalle@rothschildwi.com](mailto:rvandewalle@rothschildwi.com)

Timothy D. Vergara, P.E.  
Administrator of Public Works  
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Rebekka Borchardt  
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Stacey S. Stepan  
Administrative Assistant  
[sstepan@rothschildwi.com](mailto:sstepan@rothschildwi.com)

TO: Mountain Bay Metro Police Department Oversight Board  
FROM: Ryan VanDeWalle, Village Administrator  
DATE: April 22, 2024  
RE: Administrator's Report for the April 24<sup>th</sup> meeting

**Discussion and Possible Action Regarding Employee Benefits through the State of Wisconsin:**  
We will discuss in greater detail the Wisconsin benefits offered to employees.

**Discussion and Possible Action Regarding the Law Enforcement Services Agreement with the Town of Weston:**

The Town of Weston, on April 16<sup>th</sup>, 2024, agreed to contractual services with the Mountain Bay Metro Police Department. We, as a board, now need to approve it.

**Discussion and Possible Action Regarding Mountain Bay Metropolitan Auditor for 2024 and Beyond:**

We have two proposals. One is from KerberRose and the other is from CLA. They are almost identical in pricing. We can discuss more at the meeting regarding the best route forward.

**Discussion and Possible Action Regarding the Municipal Judge Wages:**

We are proposing to adjust the Municipal Judge wage to accommodate the new court in conjunction with this police department merger. Originally, the judge was making \$12,000.00 annually here to do the Village of Rothschild, Village of Edgar and Village of Marathon City. However, with the additions, we are looking to accommodate for the changes. Therefore, the proposal is to increase the 2024 wages and begin in May of 2024, and go from a monthly income amount of \$1,000.00 to \$2,250.00. This rate would be locked in until 1/1/2026. At that time, we would look to increase to \$2,500.00 monthly. The judge is up for election in the spring of 2027.

Thank you,

## **LAW ENFORCEMENT SERVICES AGREEMENT**

**THIS LAW ENFORCEMENT SERVICES AGREEMENT** (hereinafter, "Agreement") is made and entered into by and between the Mountain Bay Metropolitan Police Department (hereinafter, "MBMPD"), and the Town of Weston, a political subdivision of the state of Wisconsin, Marathon County (hereinafter, "Weston") for the purpose of setting forth the agreements which have been reached between MBMPD and Weston for providing law enforcement services within the Town of Weston. This Agreement is entered into pursuant to the authority of § 66.0301, Wis. Stats., § 60.56, Wis. Stats. and § 61.65, Wis. Stats.

**WHEREAS**, the Mountain Bay Metropolitan Police Department is a shared police department formed by the Village of Rothschild, a political subdivision of the State of Wisconsin, Marathon County and the Village of Weston, a political subdivision of the State of Wisconsin, Marathon County pursuant to the authority of § 66.0301, Wis. Stats. and § 61.65, Wis. Stats., through adoption of a Police Protective Services and Municipal Court Services Agreement; and

**WHEREAS**, pursuant to Sec. VIII of the Police and Protective Services and Municipal Court Services Agreement, Contracts extending the Shared Police Department's service area to other municipalities may occur upon approval of the Mountain Bay Metropolitan Police Department Oversight Board (the "Oversight Board"); and

**WHEREAS**, the Town of Weston desires to contract for the performance of law enforcement services within the boundaries of the Town of Weston, in order to enforce the municipal ordinances of the Town of Weston, as well as the laws of the State of Wisconsin and the United States Government; and

**WHEREAS**, the Oversight Board finds it is in the interest of the Department and community to render such law enforcement services on the terms and conditions hereinafter set forth in this Agreement; and

**WHEREAS**, Parties desire to enter into this Agreement, as authorized by §§ 66.0301, 60.56 and 61.65, Wis. Stats., in order to specify the terms and conditions of law enforcement services provided by the Mountain Bay Metropolitan Police Department to the Town of Weston.

**NOW THEREFORE**, in consideration of the recitals and the mutual covenants contained herein, Mountain Bay Metropolitan Police Department and the Town of Weston mutually agree as follows:

1. Scope of Services: The MBMPD, agrees to provide Law Enforcement Services within the corporate limits and political boundaries of Weston, each day of the year on a twenty-four (24) hour per day basis. Law Enforcement Services means activities relating to the enforcing the law, preventing and deterring crime, arresting criminal offenders, maintaining public order, and providing services to the community. Such activities include, but are not limited to: conducting criminal investigations; responding to emergency and non-emergency calls for service; directing and controlling traffic, issuing citations, appearing in court; receiving and dispatching all 911 calls; and obtaining and

maintaining evidence. The MBMPD shall enforce the municipal ordinances of Weston, as well as the laws of the State of Wisconsin and the United States Government.

2. Term. The term of this Agreement shall commence upon approval and signing of the Mountain Bay Metropolitan Police Department Oversight Board and the Town of Weston Board of Supervisors (the "Effective Date"), and end on December 31, 2033. This Agreement shall be automatically renewed on January 1 of each year for successive one (1) year terms thereafter, unless terminated in accordance with the provisions of this Agreement. A renewal shall be on the same terms and conditions provided herein.
3. Rate Structure. In consideration for the law enforcement services provided under this Agreement, the Town of Weston agrees to pay an annual sum of One-Hundred Fifteen Thousand Dollars (\$115,000.00) (the "Annual Sum"). In addition, 100% of all forfeitures, penalty assessments and costs paid to the Rothschild Area Municipal Court for citations issued for violations which occur within the Town of Weston jurisdictional limits shall be retained by the Rothschild Area Municipal Court up to a maximum annual amount of Five-Thousand Dollars (\$5,000.00). After the Five-Thousand Dollars (\$5,000.00) has been collected from the citations in the jurisdictional boundaries of the Town of Weston, any additional amounts will be shared between the Rothschild Area Municipal Court and the Town of Weston. The sharing would consist of all court costs and would be retained by the Rothschild Area Municipal Court, and the remainder would be reimbursed to the Town of Weston.
4. Payment. Weston shall pay one-fourth of the Annual Sum on a quarterly basis in January, April, July and October. The Village of Rothschild shall submit quarterly invoices to the Town of Weston and the Town of Weston shall have thirty (30) days from the invoice date to remit payment in full. If the Town of Weston fails to pay in full, each payment as required herein, the Town of Weston shall be indebted to the Mountain Bay Metropolitan Police Department. In case of a default, the principal payment is due plus a penalty equal to two percent (2.0%) of the principal payment. The penalty shall be assessed monthly from the due date until payment is made.
5. Joint Municipal Court Membership. Pursuant to § 755.01(4), Wis. Stat., the Rothschild Area Municipal Court has been created to serve as a Joint Municipal Court for the Village of Rothschild, Village of Weston, Village of Marathon City, Village of Edgar, City of Schofield, and Town of Weston. During the term of this Agreement, the Town of Weston agrees to continue enactment of the ordinance thereby creating and establishing the Rothschild Area Municipal Court to serve the Town of Weston.
6. Processing Violations. All citations issued by MBMPD performing law enforcement services in the Town of Weston jurisdictional limits will be processed in the Rothschild Area Municipal Court. The Rothschild Area Municipal Court shall retain proceeds and court costs from citations issued up to a maximum annual amount of Five-Thousand Dollars (\$5,000.00), and the Village of Rothschild shall be responsible for the cost of prosecution of violations which occur within the Town of Weston jurisdictional limits. Any proceeds exceeding Five-Thousand Dollars (\$5,000.00), shall be disbursed to the

Town of Weston at the end of each calendar year.

7. Police Services Activity Reporting. MBMPD shall provide the Town of Weston with a quarterly activity report that shall include the number and types of fines and/or responses made during the previous quarter.
8. MBMPD Liability Insurance. During the term of this Agreement, the MBMPD Oversight Board shall procure and maintain insurance for the MBMPD, in an amount sufficient to cover the police department activities, including without limitation, general liability, vehicle, property and casualty, worker's compensation and errors and omissions coverage. In the event that liability is incurred for any claim for damages, injury or loss arising out of the operations of the MBMPD, either through policy exclusions; under insurance, policy lapse, or any other reason, the parties agree to indemnify each other for said uninsured costs and/or damages.
9. Indemnification. The Parties, on behalf of themselves, their officers, board members, attorneys, agents, employees, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, hereby release and discharge the other party, together with their predecessors, successors, and assigns, and past, present, and future officers, board members, attorneys, agents, employees, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which either party has, or may have had, against the other party, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from this Agreement. Nothing contained in this Agreement is intended to be a waiver or estoppel of either parties or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to, those contained within Wis. Stats. §§ 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, neither Party nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.
10. Termination. Either party may terminate this Agreement upon one (1) year's written Notice to the other party under this Agreement with intent to terminate their participation hereto. Termination shall become effective on the January 1 following one (1) full calendar year from the date of notification of intent to withdraw from this Agreement. In the event of termination, the Town of Weston shall be responsible to pay the Annual Sum for law enforcement services performed by MBMPD to the effective date of termination.
11. Notice. All notices, demands or consents required or permitted by this Agreement shall be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, and addressed to each Municipality as follows:



Mountain Bay Metropolitan Police Department  
Attn: Police Chief  
211 Grand Avenue  
Rothschild, WI 54474

Town of Weston  
Attn: Town Clerk  
5209 Mesker Street  
Weston, WI 54476

Parties shall notify each other as soon as practical of any changes to the contact information in this Section.

12. Relationship. It is understood and agreed that under the terms and conditions of this Agreement, the employees or agents of the Mountain Bay Metropolitan Police Department are not now, nor will they be deemed to be, employees of the Town of Weston. The Mountain Bay Metropolitan Police Department assumes all financial responsibility for the employees of the Mountain Bay Metropolitan Police Department, such as wages and withholdings, which may be related to the services to be provided by the Mountain Bay Metropolitan Police Department under this Agreement.
13. Entire Agreement. This Agreement represents the entire and final agreement between the parties, and it is agreed that any oral or written agreements between the parties relating to the subject matter of this Agreement which may be enforced have been reduced to writing and are contained herein. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.
14. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.
15. Amendments. This Agreement may be amended, modified, or changed, in whole or in part, only by the affirmative vote of all parties to this Agreement.
16. Severability. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision of this Agreement.

IN WITNESS WHEREOF, Parties have caused this instrument to be executed in their respective names by their respective duly authorized representatives.

**MOUNTAIN BAY METROPOLITAN POLICE DEPARTMENT**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chairperson, MBMPD Oversight Board

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_  
Elizabeth Felkner, Village Clerk

**TOWN OF WESTON**

Dated: 4/16/24

By: Milton Olson  
Milton Olson, Town Chairman

Dated: 4/16/24

Attest: Robin Huempfer  
Robin Huempfer, Town Clerk



## Investment

### Audit Fees

I certify that I am entitled to represent KerberRose SC (the firm), empowered to submit this proposal, and authorized to sign a contract with the Mountain Bay Metro Police Department.

A handwritten signature in dark ink that reads 'David Minch'.

David Minch, CPA  
Shareholder  
KerberRose SC

Below is the all-inclusive audit fee for the years ended 2024, 2025 and 2026.

	2024	2025	2026
Financial Statement Audit	\$10,000-\$12,000	\$ 10,700	\$ 11,450

The first year fee is presented as a range as there is a mid-year transition which may take more time and be more in-depth.





CliftonLarsonAllen LLP  
1175 Lombardi Avenue, Suite 200  
Green Bay, WI 54304

phone 920-436-7800 fax 920-436-7808  
CLAconnect.com

April 18, 2024

Melanie Wiskow, Fiscal Agent  
Mountain Bay Metro  
211 Grand Avenue  
Rothschild, WI 54474

Dear Melanie:

Thank you for allowing us the opportunity to propose on your auditing services. We are excited about this opportunity to provide services to your District. Below is a summary of the services and the proposed fee. If you have any questions about our offerings, please do not hesitate to contact me at 920-455-4132 or email at [scott.sternhagen@CLAconnect.com](mailto:scott.sternhagen@CLAconnect.com).

### Fees for professional services

Our fees are based on the timely delivery of the services provided, and the experience of personnel assigned to the engagement. We propose our fees will not exceed the following for the year ending December 31, 2023

Services	2024	2025	2026
Perform an audit of the financial statements for Mountain Bay Metro District	\$ 10,200	\$ 10,800	\$ 11,400
Technology and Client Support Fee (5%)*	\$ 510	\$ 540	\$ 570
<b>Total</b>	<b>\$ 10,710</b>	<b>\$ 11,340</b>	<b>\$ 11,970</b>

*\*Like most firms, we are investing heavily in technology to enhance the client experience, protect our data environment, and deliver quality services. We believe our clients deserve clarity around fees, and we will continue to be transparent with our fee structure.*

These fees include professional fees and expenses.

Our fees do not anticipate unusual or unforeseen circumstances. Before the scope of our work is changed for any unanticipated circumstances or events, we will inform you of the change and related change in fee.

CLA has a very open fee philosophy with our clients, and will work with you to establish a mutually acceptable fee arrangement for any future or special project engagements. We reiterate our strong interest in continuing to provide you the quality of service and support that will help you achieve your goals. If at any time you have a question concerning our services or fees, please call it to our attention so that we can discuss it.

Sincerely,

CliftonLarsonAllen LLP

Scott Sternhagen, CPA, Principal