

CITY OF WAUWATOSA

MEMORIAL CIVIC CENTER
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BUDGET & FINANCE COMMITTEE MEETING

Tuesday, April 27, 2004
Committee Room #2

PRESENT: Aids. Casey (8:15 p.m.), Grimm, Herzog, Jenkins, Maher, McCarthy, Stepaniak – 7

EXCUSED: Ald. Bruderle-Baran

ALSO PRESENT: T. Wontorek, City Admin.; B. Aldana, Asst. City Atty.; Chief D. Redman, Fire; A. Zwaska, Intern

Ald. Grimm as Chair called the meeting to order at 8:12 p.m.

Revised inspection fees for parking structures

Mr. Wheaton said the current consolidated fee schedule does not delineate inspection permit costs for parking structures. The fee structure has not been geared for very large parking structures such as the two constructed by St. Joseph's and The Heart Hospital. He said the current square foot rate is \$.20 and relates to parking for commercial buildings. Parking structures are much less complicated from a field inspection standpoint. He recommended that a category of "parking structures" be added to the consolidated fee schedule at a rate of \$.05 per square foot with a minimum fee of \$250.00. This fee will more appropriately compensate the inspection division for field inspections. This new rate will also be applied to the nine-story parking structure proposed at Children's Hospital.

Ald. Maher asked if staff had researched the parking structure inspection fees of other communities. Mr. Wheaton replied that they have done that research and found that other communities are actually looking to Wauwatosa to provide some guidance on this issue.

Moved by Ald Stepaniak, seconded by Ald. Jenkins to recommend approval of the revised inspection fees for parking structures --

Mr. Kesner advised that according to state statute, any fee a municipality charges should be reasonably related to the cost of providing the service. If the city collects significantly more than the cost of the service, the fee can be challenged as a tax.

Vote on the motion was Ayes: 7

Milwaukee County Emergency Medical Services agreement for paramedic service

Chief Redman said this issue has been before the staff for at least a year with many difficult discussions held with the county. The fire department has been providing paramedic services through a contract with Milwaukee County since the mid 1970's. During 2003, the county made significant changes in the nature of the contract and totally revised their funding mechanism. The new formula significantly reduces the county's funding to the city, but allows greater freedom in paramedic unit staffing. The proposed contract results in an estimated \$100,000 in reduced revenue. The loss could be greater than the estimate. The department won't know the exact figure until late in 2004; however, the county made changes in staffing rules which allow the city to maintain better fire company staffing without drastic cuts in service or layoffs this year. The lost revenue is already included in the budget. He added that this is a two-year contract with provisions to cancel with proper notice. He recommended signing the contract for paramedic service with the county.

Ald. Maher asked if this was the bare bones of what the city can provide in terms of paramedic services. Chief Redman responded that the staffing level is as low as it can go and they can't reduce their operating costs. He wouldn't expect a significant drop in revenue going forward. There is no financial leeway without impacting the level of service which they continue to maintain.

Ald. Herzog expressed concern regarding language contained in a letter from the Milwaukee County Corporation Counsel dated February 20, 2004 citing "prior contractual language which is repeated in the proposed contract which indicates that the effect of the paramedic contract is to void all prior fire service contracts between Milwaukee County and Wauwatosa". Mr. Kesner said this language was also in the contract for 2001-2003. He said Section 5.8 of the agreement states that this is the entire agreement between the city and the county. All other cost sharing agreements are void. In 1984, the county entered into a 60 year contract with the city that resulted in fire station #3. The payment to the city is over \$1 million per year from the county. The county has used this language in previous agreements; however, they have continued to make the payments. The Corporation Counsel has indicated that they are not able to change the language; therefore, the city decided to see if the county would continue to operate in good faith by waiting to receive the \$1 million payment before moving forward with the paramedic contract. That payment was received last week so he recommended moving forward. He further recommended that an addendum be attached to the motion indicating that the language in Section 5.8 of the agreement would not apply to any other agreements.

Chief Redman said if the county discontinues payment the department would have to make up the lost revenue. He added that the county has also approached the city about relocating a Milwaukee paramedic unit close to the border of Wauwatosa. That would position Milwaukee to cover areas of Wauwatosa with paramedic service. The county could take the position that Wauwatosa could not operate a non-county paramedic service. He said the two-year contract is a better option.

Ald. McCarthy said he had some concerns about this issue. He asked about the repercussions of not approving the contract. Chief Redman responded that it would be possible that the county would no longer authorize the city to deliver paramedic service under the county system, but he didn't think that would be upheld. Mr. Kesner added that in reading Chapter 93 of the county ordinances, he didn't see any language that restricts the city from providing that service.

Moved by Ald. McCarthy, seconded by Ald. Stepaniak to recommend approval of the Milwaukee County Emergency Medical Services agreement and incorporating the representations of the Milwaukee County Corporation Counsel contained in their February 20, 2004 letter --

Ald. Maher asked if Mr. Kesner could provide the Common Council with an analysis of the language in Chapter 93. Mr. Kesner said he will begin exploring that language in order to prepare for the next agreement and will share his findings with the Common Council. He will also communicate to the county that the committee members insisted on the language in the addendum.

Vote on the motion was, Ayes: 7

Vouchers

<u>NAME</u>	<u>AMOUNT</u>	<u>FOR</u>
C. Anderson	\$153.24	Health – 4/19/04 – Madison Promoting Childhood Fitness: “A Comm. Approach”
B. Weber	\$180.22	Police – 3/2-3/5/04 – Kimberly Wisconsin Chiefs of Police Training Conf.

<u>NAME</u>	<u>AMOUNT</u>	<u>FOR</u>
W. Wehrley	\$923.20	Engin. – 4/15-4/19/04 – Madison Traffic Impacts and Land Development Course
P. Roberson	\$246.90	Police – 4/13-4/16/04 – Wisconsin Rapids WI Conference on Child Abuse and Neglect
M. Meske	\$135.62	Health – 4/6-4/7/04 – Middleton WEHA Conv. WI Environ. Health Assoc.
T. Karnick	\$34.23	Police – 3/29, 4/2, 4/5, 4/9/04 – Fort McCoy WSPA Prof. Supervisory Development Course
R. Martens	\$26.34	Police – 4/5-4/7/04 – MATC Patrol In-service Training
G. Raymond	\$25.58	Police – 4/5-4/7/04 – MATC Patrol In-service Training
G. Gabrish, M. McDermott	\$1,835.00	Police – 4/5-4/9/04 – Elkhorn Special Munitions Training
M. Jamrozy, B. Luebke,	\$100.00	Forestry – 3/23 and 4/6/04 – Milwaukee Pesticide Applicator Training
B. Aldana	\$27.50	Personnel – 3/15/04 – Waukesha Check records on Simons matter

Moved by Ald. Casey, seconded by Ald. Maher that the vouchers
be allowed and paid – 7

The meeting adjourned at 8:42 p.m.

Carla A. Ledesma, City Clerk
City of Wauwatosa

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