



Village of Hartland

210 Cottonwood Avenue

Hartland WI 53029

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VILLAGE BOARD AGENDA MONDAY, FEBRUARY 24, 2025 ▪ 6:30 PM BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD

Call to Order

Roll Call

Pledge of Allegiance – Trustee Pfeiffer

Public Comments: Please be advised the Village Board will receive comments from the public related to any item(s) for a three-minute time period per person, with time extensions per the Village President's discretion. This meeting will be recorded and will be available online through the Village's website.

1. Approval of Minutes for February 10, 2025
2. Items related to vouchers
 - a. Consideration of vouchers for payment in the amount of \$206,848.09
3. Consideration of Memorandum of Understanding for Countywide Damage Assessment Services with Waukesha County
4. Announcements: The following individuals will be given an opportunity to make announcements at the meeting in regard to (1) activities taken since the previous meeting on behalf of the community, (2) future municipal activities, and (3) communications received from citizens. It is not contemplated that these matters will be discussed or acted upon. The following individuals may provide announcements: Village President or individual Village Board members or Village Manager or other Village Staff members.
5. Consideration of a motion to recess into closed session pursuant to State Statute §19.85(1)(e) for the purpose of the Village Board being informed and providing direction to Village staff about an opportunity that has arisen that may enable the Village to realize significant savings in conducting its operations and which requires seeking direction from the Village Board which will entail negotiating a potential purchase of property for specific public business under circumstances where competitive or bargaining reasons require a closed session so as to not compromise the Village's ability to engage in confidential due diligence.

6. Motion to reconvene in open session, to take any action if necessary, with respect to the preceding closed session.

7. Adjournment

Ryan Bailey, Village Manager

Notice: Please note that upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Sandee Policello, Village Clerk, at 262-367-2714. The Municipal Building is handicap accessible. To participate via Zoom in the Village of Hartland Board meeting, please dial 1 (312) 626-6799. The meeting ID is: 841 6417 7507 Passcode: 279002
Or participate online: <https://us02web.zoom.us/j/84164177507?pwd=N36Ji4D43DiUobq9DNgM5Ge59SmoBl.1>

**VILLAGE OF HARTLAND
VILLAGE BOARD MINUTES
MONDAY, FEBRUARY 10, 2024 · 6:30 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD**

President Pfannerstill called the meeting to order at 6:30 pm.

Present: Trustees de Boer, Truttschel, Wallschlager, Conner, Hallquist, President Pfannerstill

Excused: Trustee Pfeifer

Others Present: Village Manager Bailey, Clerk Policello, , Fire Chief Jambretz, Kajil Sharp – FD, DPW Director Jenson, Police Lt. Jewel, Erin – Hartland Kids Day, Jim Muenzenberger

Public Comment: Please be advised the Village Board will receive comments from the public related to any item(s) for a three-minute time period per person, with time extensions per the Village President's discretion. This meeting will be recorded and will be available online through the Village's website.

Derrick Green, Chamber of Commerce new Executive Director introduced himself and described their 2025 initiatives. Education for membership, new ways to engage the community, collaboration with partners, improving their internal systems, i.e. technical issues.

1. Approval of Minutes for January 27, 2025
Motion (Conner/Truttschel) to approve the Minutes of January 27, 2025. All were in favor, **motion carried.**
2. Items related to vouchers
 - a. Consideration of vouchers for payment in the amount of \$ 7,555,633.19
Motion (Truttschel/Hallquist) to pay vouchers in the amount of \$ 7,555,633.19. All were in favor, **motion carried.**
3. Actions related to Licenses and Permits
 - a. Consideration of Special Event Application – Hartland Kiwanis, Bark River Bash - May 3, 2025 with request to waive fees

Jim Muenzenger appeared for Hartland Kiwanis and the BID. This is their 4th Bark River Bash event; it will be similar to previous events. Inflatables are planned and there may be fewer vendors than last year. The proceeds of this event will go to the library.

Motion (Wallschlager/Truttschel) to approve the special event application for Bark River Bash with no waiving of the fees. Vote 5 – 1, nay Hallquist. **Motion carried.**

- b. Consideration of Special Event Application – Lake County Family Fun, Hartland Kids Day – July 30, 2025

Erin Guenterberg appeared in person, this is her 13th Hartland Kids Day event that she is holding in Hartland. She has already met with department heads to discuss planning. This year she would like the hours to be 9 am – 1 pm; it has been 9 am – 2 pm in the past. This is the only change from previous years.

Motion (Conner/de Boer) to approve the special event application for Hartland Kids Day. All were in favor, **motion carried.**

c. Consideration of bartender application – Richard J. LaRusso, Jr.

Lt. Jewell indicated that the applicant self-disclosed sale of alcohol to a minor in 2002; this did not appear on his background record.

Motion (Truttschel/Hallquist) to approve the bartender application for Richard J. LaRusso, Jr. All were in favor, **motion carried.**

Other Items for Consideration

4. Consideration of Second Reading of Bill for an Ordinance No. 01/27/2025 “An Ordinance Amending Section 10-208 Special Event Permits”

This would allow a special event application to be considered if it is submitted less 60 days before the event. This completes the second reading.

Motion (Hallquist/Wallschlager) to suspend rules. All were in favor. **Motion carried.**

Motion (Hallquist/Wallschlager) to approve bill for an ordinance no. 01/27/2025 “An Ordinance Amending Section 10-208 Special Event Permits”. All were in favor, **motion carried.**

5. Discussion and consideration to award Zignego Company, Inc. the 2025 Utilities Program contract in the amount of \$295,308.00

DPW Director Jenson said there were 4 qualified bidders. Staff recommends awarding the contract to Zignego in the amount of \$295,308.00.

Trustee Conner asked if we have used Zignego in the past. Jenson said we have not; they usually do concrete and asphalt work; this is the first year that they have a utilities crew. Ruekert Mielke has checked their references and they are a reputable company. President Pfannerstill asked that information be provided in the future, especially if we are going with a newer company.

Motion (Truttschel/Wallschlager) to award Zignego Company, Inc. the 2025 Utilities Program contract in the amount of \$295,308.00. All were in favor, **motion carried.**

6. Conceptual review of Lake Country Lutheran High School expansion

Mark Bahr, Chief Growth Officer for Lutheran High School Association of Greater Milwaukee and Paul Weaver of Project 4 Services appeared in person. Weaver said this is a proposed expansion to the west side of the property that is 25,000 sq ft. This expansion was planned for when the property was originally designed. The first-floor addition will include athletic training areas and the second floor will be an academic area. There is an addition to the main parking lot and the circle area. Their architects and engineers have been brought onboard for this plan. They would like to complete this work in time for the start of the 2026 school year. The site was originally graded for this expansion. Stormwater and site utilities have been planned for, so they feel well prepared to move forward.

Village Manager Bailey said this is a conceptual review; this will next go to the Plan Commission.

Motion (Hallquist/Conner) to approve the concept of the Lake Country Lutheran High School expansion and parking lot. All were in favor, **motion carried.**

7. Conceptual review of Palmer Drive Apartments as proposed by Cherry Faith Properties.

Dujuan Cherry appeared. This land is zoned as quarry. Cherry has contacted the City of Delafield to obtain an easement to bring the sewer up to the property. He is planning for 26, 1 and 2 bedroom units; 13 will be ADA accessible. He is talking with providers that can provide services for the residents that need assistance. He is hoping for June 23rd approval with a July 1st ground breaking.

Cherry is working with Waukesha County Home Fund for a loan with the possibility of deferment; there will be a subsidy for the 1 bedroom units; the 2 bedroom units will be market rate (\$950 1 bedroom/\$1123 2 bedroom). He is also working with the Waukesha County Growth Fund/MEDC (Milwaukee Economic Development Corporation) which is a loan. The funding is not tied to the state government. The senior lender would be Spring Bank.

Trustee Hallquist and President Pfannerstill like the idea of the apartments for this property. Cherry said the target residents will have intellectual disabilities, high functioning, needing minor assistance. Behavior issues are not the case.

Motion (Hallquist/Conner) to approve and send to the Plan Commission February 17th for their conceptual review. All were in favor, **motion carried.**

8. Announcements: The following individuals will be given an opportunity to make announcements at the meeting in regard to (1) activities taken since the previous meeting on behalf of the community, (2) future municipal activities, and (3) communications received from

citizens. It is not contemplated that these matters will be discussed or acted upon. The following individuals may provide announcements: Village President or individual Village Board members or Village Manager or other Village Staff members.

DPW Director Jenson was contacted by Waukesha Co.; they will be removing some street trees that affect visibility on North Avenue. The County will be contacting affected property owners. The ice rink is open.

Kajil Sharp-Fire Department said they had 109 calls in January. The two new full-time members have started with a 3rd new full-time employee undergoing pre-employment checks. The Knox control system has been installed in the trucks and have been tested. Chief Jambretz said he hopes to be back at work quickly.

Police Lt. Jewell said Chief Misko is at the Police Chief's conference. They have an officer candidate going through pre-employment checks now.

Trustee Wallschlager said February 14th is the homeless veteran sleepout in Hartland. Friday Northpoint Community Church on W. Capitol is having a free potluck dinner 5 pm – 7 pm and everyone is welcome.

Trustee Truttschel will be sleeping out at the Legion on the 14th and encouraged participation and donations.

Village Manager Bailey said we have received quite a few applications for the recreation director position. Interviews are scheduled for this week and next week.

Clerk Policello said there is an election February 18th; all residents can vote in the State School Superintendent Primary and Hartland-Lakeside School District residents can vote in the school board primary.

President Pfannerstill met with the new executive director for the Hartland Chamber of Commerce. He looks forward to collaborating with the Chamber. Pfannerstill toured the our building with Bailey and was able to view areas that he has not seen before that reiterated how old some of the systems are, including the building itself. He encouraged participation with the sleepout.

9. Closed session: Pursuant to Sec. 1985(1)(e) Wis. Stats., upon a motion duly made, may convene in a closed session for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically related to the Nixon beer garden.

Motion (Conner/ Truttschel) to convene into closed session. Roll call vote taken. All were in favor, **motion carried**. Closed session began at 7:15 pm.

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MONDAY, FEBRUARY 10, 2024
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10. Reconvene in open session, to take any action if necessary, with respect to the preceding closed session.

Motion to return to open session (Truttschel/Conner). All were in favor, motion carried. The Board returned to open session at 8:05 pm.

11. Adjournment.

Motion (Wallschlager/Conner) to adjourn. All were in favor, **motion carried**. Meeting adjourned at 8:06 pm.

Respectfully submitted,

Sandee Policello
Village Clerk

To: Village President & Board of Trustees

From: Tonia Smith, Fiscal Clerk

Date: February 19, 2025

RE: Voucher List

Attached is the voucher list for the
February 24, 2025 Village Board Meeting

February 24, 2025 Checks:	\$ 206,848.09
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Total Amount of all Checks:	<u>\$ 206,848.09</u>
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VILLAGE OF HARTLAND
VOUCHER LIST - FEBRUARY 24, 2025

Account Descr	Search Name	Comments	Amount
G 101-31630 HOMETOWN CELEBRATION DONATIONS	AREA RENTAL & SALES	TENTS AND OTHER RENTABLES FOR HTC	\$3,042.08
G 101-23000 SPECIAL DEPOSITS	BODY IN BALANCE PHYSICAL THERAPY	BUSINESS OCCUPANCY DEPOSIT REFUND	\$500.00
G 101-21550 UNION DUES DEDUCTIONS PAYABLE	HARTLAND PROFESSIONAL BLDG	DUES	\$408.00
G 101-31680 ICE RINK	HOME DEPOT	HOSE REEL	\$119.00
G 101-12110 PROPERTY TAX REFUNDS	QUADRACCI, LEONARD & PATRICIA	0429030 2024 PROPERTY TAX OVERPAYMENT REFUND	\$5,977.84
			<u>\$10,046.92</u>
AMBULANCE			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	AIRGAS USA LLC	OXYGEN CYLINDERS	\$215.43
E 101-52300-360 VEHICLE MAINT/EXPENSE	BIEBELS TRUE VALUE	HOOKS/ NUTS/ BOLTS	\$40.44
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	BIEBELS TRUE VALUE	PADLOCK	\$20.20
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	BOUND TREE MEDICAL	VARIOUS MEDICAL SUPPLIES	\$538.20
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	BOUND TREE MEDICAL	VARIOUS MEDICAL SUPPLIES	\$249.38
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY SERVICES MARKETING	YEARLY SUBSCRIPTION	\$404.50
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	HENRY SCHEIN INC.	VARIOUS MEDICAL PRODUCTS	\$46.09
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	WAUKESHA CTY EMERGENCY MAN	ID CARDS	\$3.87
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	WCTC(BILLING)	PARAMEDIC COURSE	\$3,392.25
AMBULANCE			<u>\$4,910.36</u>
DEBT SERVICE			
E 301-58000-305 EXPENSES-OTHER	BOND TRUST SERVICES CORP	CORPORATE PURPOSE BONDS REF 94444-PA	\$400.00
DEBT SERVICE			<u>\$400.00</u>
ENVIRONMENTAL SERVICES			
E 101-53635-460 LANDSCAPE MANAGEMENT	EH WOLF	CHAIN LUBRICANT	\$156.85
ENVIRONMENTAL SERVICES			<u>\$156.85</u>
FINANCIAL ADMINISTRATION			
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	FSA FEES	\$123.95
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$396.86
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	ICLOUD BACKUP	\$56.67
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY EMERGENCY MAN	ID CARDS	\$1.23
FINANCIAL ADMINISTRATION			<u>\$578.71</u>
FIRE PROTECTION			
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY SERVICES MARKETING	YEARLY SUBSCRIPTION	\$404.50
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$37.50
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	ONTECH SYSTEMS, INC	NETGEAR ETHERNET SWITCH	\$89.00
E 101-52200-255 BLDGS/GROUNDS	PIIONEER SUPPLY LLC	PAPER TOWELS	\$90.00
E 101-52200-255 BLDGS/GROUNDS	TERMINIX	PEST CONTROL	\$78.72

Account Descr	Search Name	Comments	Amount
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE	RECORD CHECKS	\$7.00
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE	RECORD CHECKS	\$7.00
FIRE PROTECTION			<u>\$713.72</u>
GENERAL ADMINISTRATION			
E 101-51400-395 COMMUNITY RELATIONS	FOX BROS PIGGLY WIGGLY	DONUTS FOR ELECTION	\$25.98
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	PITNEY BOWES LEASE	MAIL MACHINE USAGE	\$379.89
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE	RECORD CHECKS	\$42.00
GENERAL ADMINISTRATION			<u>\$447.87</u>
HARTBROOK PARK PLAYGROUND EQPT			
E 401-76195-285 CONSTRUCTION COSTS	BOLAND RECREATION	HARTBROOK PLAYGROUND EQUIP SECOND INSTALLME	\$47,334.00
HARTBROOK PARK PLAYGROUND EQPT			<u>\$47,334.00</u>
LAW ENFORCEMENT			
E 101-52100-360 VEHICLE MAINT/EXPENSE	10-33 VEHICLE SERVICES	SQ#5 INSTALLATION OF MDC POWER SUPPLY	\$510.60
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	ADVANTAGE POLICE SUPPLY	BALLISTIC CARRIER	\$248.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	GALLS	FLEXHEAT WINTER SHIRT	\$202.76
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	GALLS	SOFTSHELL FLEECE	\$176.09
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ#2 OIL CHANGE AND SYSTEM FLUSH	\$586.05
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ#3 LOF AND TIRE ROTATION	\$130.80
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	HENDRIKSEN, NICK	TRANSCRIPT REIMBURSEMENT	\$24.70
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	LEXISNEXIS	JANUARY USERS	\$160.50
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	MISKO, TORIN	DINNER REIMBURSEMENT	\$11.74
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$750.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PERSONNEL EVALUATION INC	PEP TEST	\$35.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PROSHRED SECURITY	SHREDDING SERVICES	\$91.10
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA COUNTY TREASURER	INMATE BILLING	\$281.43
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY EMERGENCY MAN	ID CARDS	\$2.46
LAW ENFORCEMENT			<u>\$3,211.23</u>
LIBRARY			
E 101-55110-255 BLDGS/GROUNDS	BIEBELS TRUE VALUE	KEYS	\$20.93
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	CEOL CAIRDE	IRISH MUSIC CONCERT	\$275.00
E 101-55110-310 BOOKS & MATERIALS	GALE/CENGAGE LEARNING	BOOKS	\$28.79
E 101-55110-310 BOOKS & MATERIALS	MIDWEST TAPE	DIGITAL MEDIA	\$400.34
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$225.00
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	ICLOUD BACKUP	\$50.00
E 101-55110-310 BOOKS & MATERIALS	PLAYAWAY PRODUCTS	PLAYAWAY AUDIOS	\$144.98
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	MEDICAL SERVICES	\$47.00
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	WILS (WI LIBRARY SERVICES)	COOPERATIVE PURCHASING ANNUAL SUBSCRIPTION F	\$199.00
LIBRARY			<u>\$1,391.04</u>

Account Descr	Search Name	Comments	Amount	
MUNICIPAL BUILDING				
E 101-51600-290	OUTSIDE SERVICES/CONTRACTS	ALSCO	MAT SERVICES	\$254.24
E 101-51600-255	BLDGS/GROUNDS	OTIS ELEVATOR CO	ELEVATOR REPAIRS	\$1,006.25
E 101-51600-290	OUTSIDE SERVICES/CONTRACTS	TERMINIX	PEST CONTROL	\$79.90
MUNICIPAL BUILDING			\$1,340.39	
PARKS				
E 101-55200-365	BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	CREDIT ON ACCOUNT	-\$5.48
E 101-55200-365	BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	PICNIC TABLE STAIN	\$302.91
E 101-55200-365	BLDGS/GROUNDS MAINT EXPENSE	HOME DEPOT	TABLES	\$149.87
E 101-55200-365	BLDGS/GROUNDS MAINT EXPENSE	KIMBALL MIDWEST	SCREWS	\$292.50
E 101-55200-365	BLDGS/GROUNDS MAINT EXPENSE	MENARDS- PEWAUKEE	VARIOUS HARDWARE	\$167.64
E 101-55200-365	BLDGS/GROUNDS MAINT EXPENSE	NORTH WOODS CHEMICAL CORP.	CLEANSERS	\$496.05
E 101-55200-365	BLDGS/GROUNDS MAINT EXPENSE	PIONEER SUPPLY LLC	PAPER TOWELS	\$441.00
E 101-55200-365	BLDGS/GROUNDS MAINT EXPENSE	STEEL CLAW INDUSTRIAL COATINGS	POWDER COAT MERRY GO ROUND HARTBROOK	\$450.00
PARKS			\$2,294.49	
PUBLIC WORKS				
E 101-53000-430	SNOW & ICE REMOVAL	BIEBELS TRUE VALUE	ROD	\$28.75
E 101-53000-430	SNOW & ICE REMOVAL	BIEBELS TRUE VALUE	ADAPTER	\$1.14
E 101-53000-360	VEHICLE MAINT/EXPENSE	BOBCAT PLUS INC	24"MX4 WITH TEETH	\$1,701.24
E 101-53000-430	SNOW & ICE REMOVAL	BRAKE & EQUIPMENT	AUGER	\$795.00
E 101-53000-430	SNOW & ICE REMOVAL	COMPASS MINERALS	ROAD SALT	\$27,518.28
E 101-53000-430	SNOW & ICE REMOVAL	COMPASS MINERALS	ROAD SALT	\$13,489.87
E 101-53000-360	VEHICLE MAINT/EXPENSE	EH WOLF	PDFD FUEL	\$1,141.13
E 101-53000-360	VEHICLE MAINT/EXPENSE	EH WOLF	PDF FUEL	\$1,857.85
E 101-53000-360	VEHICLE MAINT/EXPENSE	EH WOLF	NO LEAD REFORM	\$997.98
E 101-53000-430	SNOW & ICE REMOVAL	GRAY S INC	PLOW BLADES	\$1,752.00
E 101-53000-430	SNOW & ICE REMOVAL	HOME DEPOT	PRESSURE WASHER PARTS	\$97.62
E 101-53000-180	OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORM SERVICES	\$196.71
E 101-53000-180	OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORM SERVICES	\$770.20
E 101-53000-360	VEHICLE MAINT/EXPENSE	KAESTNER AUTO ELECTRIC CO	STROBE WIRE SHEILDED	\$240.00
E 101-53000-360	VEHICLE MAINT/EXPENSE	KIMBALL MIDWEST	SCREWS	\$67.50
E 101-53000-360	VEHICLE MAINT/EXPENSE	KIMBALL MIDWEST	SCREWS	\$225.00
E 101-53000-430	SNOW & ICE REMOVAL	MS LANDSCAPING LLC	SNOW REMOVAL IN MUNICIPAL LOTS	\$1,825.00
E 101-53000-360	VEHICLE MAINT/EXPENSE	NAPA AUTO PARTS	WATER PUMP	\$121.02
E 101-53000-300	OPERATING SUPPLIES/EXPENSES	NAPA AUTO PARTS	DRAIN HOSE KIT	\$45.00
E 101-53000-300	OPERATING SUPPLIES/EXPENSES	OLSEN SAFETY EQUIPMENT CORP	VARIOUS PPE	\$179.01
E 101-53000-360	VEHICLE MAINT/EXPENSE	PRICE ENGINEERING	HYDRO HOSE FOR 27	\$830.44
E 101-53000-360	VEHICLE MAINT/EXPENSE	PRICE ENGINEERING	ADAPTERS/ FITTINGS	\$25.10
E 101-53000-360	VEHICLE MAINT/EXPENSE	PRICE ENGINEERING	FITTINGS	\$7.72
E 101-53000-360	VEHICLE MAINT/EXPENSE	PRICE ENGINEERING	HYDRO HOSE	\$115.49

Account Descr	Search Name	Comments	Amount
E 101-53000-360 VEHICLE MAINT/EXPENSE	SCHAEFFERS SPECIALIZED LUBRICANTS	VARIOUS LUBRICANTS	\$608.60
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	TRESTER HOIST & EQUIPMENT	ANNUAL HOIST INSPECTION	\$540.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	15 CASES DEF	\$167.10
PUBLIC WORKS			<u>\$55,344.75</u>
RECREATION PROGRAMS/EVENTS			
E 101-55300-312 SPLASHPAD EXPENSES	GRUNAU	BACKFLOW PREVENTER	\$376.26
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	HOOPER HANDS BASKETBALL AC	BASKETBALL 201/ FUNDAMENTALS	\$2,635.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	HUNT-MATTHES, KATE	INTRO TO MEDITATION	\$144.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE MEDICAL ASSOC	MEDICAL SERVICES	\$439.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA COUNTY TREASURER	LEARN TO SKATE CLASSES	\$840.00
RECREATION PROGRAMS/EVENTS			<u>\$4,434.26</u>
REFUSE & GARBAGE COLLECTION			
E 201-53620-200 GARBAGE COLLECTION FEES	GFL ENVIRONMENTAL	GARBAGE FEES	\$48,261.82
REFUSE & GARBAGE COLLECTION			<u>\$48,261.82</u>
SEWER SERVICE			
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	FSA FEES	\$19.07
E 204-53610-305 EXPENSES-OTHER	GRAINGER	STAT FOR HEATER AT CRYSTAL	\$61.19
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	ICLOUD BACKUP	\$56.67
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	IT SERVICES	\$75.00
SEWER SERVICE			<u>\$211.93</u>
WATER UTILITY			
E 620-53700-653 MAINTENANCE OF METERS	BIEBELS TRUE VALUE	DISH PAN	\$17.77
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	FSA FEES	\$47.67
E 620-53700-923 OUTSIDE SERVICES	GRUNAU	BACKFLOW PREVENTER	\$188.14
E 620-53700-631 WATER TREATMENT - CHEMICALS	MARTELLE WATER TREATMENT	WELL HOUSE CHEMICALS	\$6,462.82
E 620-53700-674 METERS	MIDWEST METER INC	M-25 LOCAL REG GALLON	\$64.69
E 620-53700-674 METERS	MIDWEST METER INC	SPOOL RETURN	-\$246.00
E 620-53700-674 METERS	MIDWEST METER INC	2 8 INCH METERS	\$17,810.00
E 620-53700-674 METERS	MIDWEST METER INC	METER REBUILD	\$550.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	WATER SAMPLE TESTING	\$116.00
E 620-53700-923 OUTSIDE SERVICES	NORTHERN LAKE SERVICE INC	WATER SAMPLE TESTING	\$87.00
E 620-53700-923 OUTSIDE SERVICES	ONTECH SYSTEMS, INC	ICLOUD BACKUP	\$56.66
E 620-53700-923 OUTSIDE SERVICES	ONTECH SYSTEMS, INC	IT SERVICES	\$75.00
E 620-53700-926 EMPLOYEE PENSIONS & BENEFITS	WI RURAL WATER ASSOC (WRWA)	BUCHHOLZ 3/25/25	\$110.00
E 620-53700-926 EMPLOYEE PENSIONS & BENEFITS	WI RURAL WATER ASSOC (WRWA)	GEORGENSON 3/27/25	\$160.00
E 620-53700-926 EMPLOYEE PENSIONS & BENEFITS	WI RURAL WATER ASSOC (WRWA)	JUNGBLUTH 3/25/25	\$110.00
E 620-53700-926 EMPLOYEE PENSIONS & BENEFITS	WI RURAL WATER ASSOC (WRWA)	KONEN 3/27/25	\$160.00
WATER UTILITY			<u>\$25,769.75</u>

Account Descr	Search Name	Comments	Amount
			\$206,848.09



**Village of Hartland
Administration**

210 Cottonwood Ave, Hartland, WI 53029
www.villageofhartland.com

Committee: Village Board	Date: 2/17/25
Village Board Item Number: 4	Date: 2/24/24
Submitted By: Chief Jambretz	
Subject: County Damage assessment MOU	

Details: Waukesha County has in collaboration with many municipalities put together a Damage assessment group to help each other during a major disaster event. This Group would be activated during a disaster to help member communities with the paperwork for State and FEMA funding to meet the strict deadlines that would need to be adhered to and allow a seamless ability to receive funding for the disaster. The MOU states we would supply personnel to go to other communities if our community is not affected in the disaster to help out and then we would receive the same help during a disaster if we are involved. The paperwork for the State and FEMA is pretty daunting and this group would work hand in hand with our leadership to help in the recovery effort.

Financial Remarks: None

Options & Alternatives: Do not sign on to the agreement and work on paperwork on our own.

Executive Recommendation: I recommend we pass this agreement to allow us to get the help for funding in case of a disaster in Hartland.

MEMORANDUM OF UNDERSTANDING

For

Countywide Damage Assessment Services

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

RECITALS

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

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

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

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

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

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

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

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

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

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

SECTION ONE

Purpose

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

SECTION TWO

Definitions

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

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

- H. “Municipal Damage Assessment Coordinator”: A designated representative of Participating Jurisdictions responsible for the coordination and collaboration of Damage Assessment services with the deployed Damage Assessment Teams and County Damage Assessment Coordinator.
- I. “Natural Disaster”: An event that has resulted in severe property damage, including but not limited to a tornado, storm, flood, earthquake, snowstorm, or fire.
- J. “Participating Jurisdiction”: A city, village, town, or lake district within Waukesha County that has been authorized by its governing body to enter into and execute this Agreement pursuant to Wis. Stat. § 66.0301 for the purpose of cooperating in the completion of Damage Assessments throughout Waukesha County in the event of an Emergency.
- K. “Personnel”: Persons employed full-time, part-time, or contracted by the Participating Jurisdictions.
- L. “Requesting Jurisdiction”: A Participating Jurisdiction which requests aid in the event of an Emergency.
- M. “Small Business Administration”: The Small Business Administration (SBA) provides home and business disaster loans to communities affected by disasters.
- N. “Training”: The regular scheduled practice of conducting and collecting Damage Assessments during non-emergency drills to implement the necessary joint operations of the Damage Assessment Team.

SECTION THREE

Waukesha County Obligations

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

1. In accordance with Wisconsin Statute § 323.15, serve as the convener and coordinator of Participating Jurisdictions to oversee the Damage Assessment process to provide Damage Assessment information to the State of Wisconsin Department of Military Affairs and Federal Government as requested. The County Damage Assessment Coordinator, in conjunction with the Waukesha County Office of Emergency Management, will determine the need for the Damage Assessment Team to be deployed to Requesting Jurisdiction(s) based on the initial damage information submitted by the Requesting Jurisdiction(s).
2. Support response and recovery efforts by working with the State of Wisconsin and Federal Emergency Management Agency (FEMA) to provide preliminary Damage Assessment information

and statistics through the County's Emergency Operations Center or Emergency Management Office.

3. Designate a representative and backup representative to act as the "County Damage Assessment Coordinator".
4. Provide, at a minimum, one representative other than the "County Damage Assessment Coordinator" to participate in the Countywide Damage Assessment Team.
 - a. Participation in the Countywide Damage Assessment Team entails participating in reoccurring trainings relating to Damage Assessment, participating in county or municipal lead exercises as necessary, and deploying to Requesting Jurisdictions within Waukesha County to perform Damage Assessments.
5. Provide damage assessment software, training, and documents to Participating Jurisdictions necessary to collect Damage Assessment information in accordance with State and Federal guidelines.
6. Collect data from Damage Assessments, share information with Requesting Jurisdictions and submit Damage Assessments to the State of Wisconsin, Department of Military Affairs and the Federal Emergency Management Agency as needed. All information collected from a Damage Assessment will be provided to the Requesting Jurisdiction.

SECTION FOUR

Participating Jurisdiction Obligations

Each Participating Jurisdiction shall:

1. Designate a representative and backup representative from the Participating Jurisdiction to act as the "Municipal Damage Assessment Coordinator".
2. Provide at a minimum one representative, other than the Municipal Damage Assessment Coordinator, to participate in the Countywide Damage Assessment Team.
 - a. Participation in the Countywide Damage Assessment Team entails participating in reoccurring trainings relating to Damage Assessment, participating in county or municipal led exercises as necessary, and deploying to Requesting Jurisdictions within Waukesha County to perform damage assessments.
3. Upon receiving a request for assistance, assess its ability to provide assistance under this Agreement and provide assistance to the extent that it has the capacity and resources to do so

keeping in mind the availability of staffing and the needs of that Participating Jurisdiction. A Participating Jurisdiction will have no responsibility to respond if it determines it is unable to do so and may withdraw its assistance when its own staffing and the needs of that Participating Jurisdiction so require. Participating Jurisdictions commit to offering their available resources to assist Requesting Jurisdictions, subject to resource and staff availability, affected by a localized disaster within the geographic area(s) of the Requesting Jurisdiction within the County.

4. Use their best efforts to ensure Damage Assessment information is collected accurately and in an efficient manner within the confines of the geographical boundaries of the Requesting Jurisdiction(s).
5. Work cooperatively with each other and a Requesting Jurisdiction to collect, validate, and produce preliminary Damage Assessment information as the resources of responding jurisdictions permit.
6. Submit to Waukesha County Emergency Management all relevant Damage Assessment information, including but not limited to, windshield Damage Assessments, initial Damage Assessments, and preliminary Damage Assessments.

SECTION FIVE

Scope of Agreement

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

SECTION SIX

Control Over Personnel and Equipment

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

Notwithstanding Section Seven and except to the extent subject to an indemnification obligation under Section Nine below, each Participating Jurisdiction shall be solely responsible for the benefits, wages, disability payments, pensions and worker's compensation claims and any other compensation accrued or incurred by each of its own employees while participating in the provision of services under this Agreement and for any damage to the Participating Jurisdiction's vehicles and equipment while participating in the provision of services under this Agreement.

SECTION SEVEN

Compensation

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

SECTION EIGHT

Insurance

Participating Jurisdictions shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation,

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

SECTION NINE

Waiver of Claims/Indemnification

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

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

SECTION TEN

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory and the Participating Jurisdiction may refuse if local conditions of the Participating Jurisdiction prohibit response. It is the responsibility of the Participating Jurisdiction to immediately notify the County Damage Assessment Coordinator of the Participating Jurisdiction's inability to respond. Failure to immediately

notify the County Damage Assessment Coordinator of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

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

SECTION ELEVEN

Effective Date, Term, Termination

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

SECTION TWELVE

Miscellaneous Provisions

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

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

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

WAUKESHA COUNTY

Dated: _____

By: _____

Gail Goodchild
Director of Emergency Preparedness

[Participating Jurisdiction Signature Pages Follow]

PARTICIPATING JURISDICTION:

Municipality/District

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

By: _____ Date: _____
Municipal Clerk (if applicable)