



## Regular Village Board Meeting Agenda

**May 7, 2024 – 6:00 pm**

Village Hall, 235 Hickory Street, Pewaukee, WI 53072

**To view the meeting live:**

[https://www.youtube.com/live/naKfjH\\_A6Cc?si=iJRizzsvBMdzEyHv](https://www.youtube.com/live/naKfjH_A6Cc?si=iJRizzsvBMdzEyHv)

1. Call to Order, Pledge of Allegiance, Moment of Silence and Roll Call.
2. Public Hearings. – None.
3. Approval of Minutes of Previous Meeting.
  - Minutes of the Regular Village Board Meeting – April 16, 2024
4. Citizen Comments. – *This is an opportunity for citizens to share their opinions with Board Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Board is not able to answer questions or respond to your comments. All comments should be directed to the Board. Comments are limited to 3 minutes per speaker. Speakers are asked to use the podium and state their name and address.*
5. Ordinances. – None.
6. Resolutions. – None.
7. Old Business.
  - a. Discussion and Possible Action Regarding Quote to Paint the Village Logo on the Water Tower at 1010 Quinlan Drive
8. New Business.
  - a. Discussion and Possible Action on Suburban Critical Incident Team Mutual Aid Agreements
  - b. Discussion and Possible Action on Liquor License for BJ's Crafty Tap at 1230 George Towne Drive
  - c. Discussion and Possible Action on Cemetery Cremains Section Layout
  - d. Discussion and Possible Action on Award of Contract for Well No. 4 HMO Treatment System
  - e. Committee Appointments
    - a. Plan Commission – 1 Trustee Representative (Trustee 2 years)
    - b. Zoning Board of Appeals – 1 Members (3-year terms)
    - c. Park & Recreation Board – 1 Citizen Member (remainder of term to 4/30/26 due to Kristen Kreuser elected to Trustee)
    - d. Historic Preservation Commission –1 Member (Architect – preferred - term to expire 4/30/27); 1 Member (3-year terms each); & Plan Commission Representative (remainder of term to 4/30/2025)
9. Citizen Comments. – *This is an opportunity for citizens to share their opinions with Board Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Board is not able to answer questions or respond to your comments. All comments should be directed to the Board. Comments are limited to 3 minutes per speaker. Speakers are asked to use the podium and state their name and address.*



## Regular Village Board Meeting Agenda

10. Closed Session. – The Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis. Statute Section 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, specifically regarding notice of claim from Greg Koepf; pursuant to Wis. Statute Section 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically regarding Village Treasurer and Village Clerk; and pursuant to Wis. Statute Section 19.85(1)(e) for the purpose of 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 regarding negotiations with the City of Pewaukee for a Joint Library Agreement and related to proposals from firms related to Village Administrator recruitment.
  
11. Reconvene Into Open Session
  - a. Possible Action on Claim Submitted by Greg Koepf
  - b. Possible Action on Appointment of Village Treasurer
  - c. Possible Action on Appointment of Village Clerk
  - d. Possible Action on Scheduling Special Village Board Meeting for Interviews Related to Recruitment Proposals for Village Administrator Position
  - e. Possible Action on Approval of Agreement for Recruitment Firm Related to Village Administrator Position

### 10. Adjournment.

Note: Notice is hereby given that a quorum of a Village Committee and/or Commission may be present at the Village Board meeting, and if so, this meeting shall be considered an informational meeting of that Committee or Commission and no formal action of that Committee or Commission shall occur. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. To request such assistance, contact the Village Clerk at 262-691-5660.

Posted May 3, 2024

**VILLAGE OF PEWAUKEE  
VILLAGE BOARD MINUTES  
April 16, 2024 at 5:00 p.m.**

<https://www.youtube.com/live/tp0z9YsTbDY?si=W0s7L-6BZotJwE4E>

**1. Call to Order, Pledge of Allegiance, Moment of Silence, and Roll Call**

President Knutson called the meeting to order at approximately 5:00 p.m. The Pledge of Allegiance was recited, followed by a moment of silence.

Roll Call was taken with the following Village Board members present: Trustee Heather Gergen; Trustee Bob Rohde; Trustee Kelli Belt; Trustee Chris Krasovich; Trustee Kristen Kreuser; Trustee Jim Grabowski and President Jeff Knutson.

Also Present: Village Attorney, Mark Blum; Director of Public Works, Dave Buechl; and Village Clerk, Cassie Smith.

**2. Public Hearings/Presentations - UW Capstone Presentation**

Trustees Rohde and Grabowski presented a summary version of the capstone project highlighting that the presentation is a concept only for ideas, nothing in this presentation is meant to be concrete and the Village has no intentions of closing West Wisconsin Ave. Discussions continued regarding the visions/ideas of the downtown area. The consensus of the Village Board was to revisit this with the results of the Community Survey results and if the Village Board has ideas they should submit those to the Village Administrator so these can be compiled and presented with the Community survey results.

**3. Approval of Minutes of Previous Meeting**

**Minutes of the Regular Village Board Meeting – April 3, 2024**

Trustee Krasovich moved, seconded by Trustee Grabowski to approve the April 3, 2024, minutes of the Regular Village Board meeting as presented.

Motion carried 6-0-1; Trustee Gergen abstained.

**4. Citizen Comments - None.**

**5. Ordinances – None.**

**6. Resolutions – None.**

**7. Old Business – None.**

**8. New Business**

**a. Discussion and Possible Action on Skid Steer Purchase**

Trustee Grabowski moved, seconded by Trustee Rohde to approve the purchase of the JCB skid steer in the amount not to exceed \$55,295 as presented.

Motion carried 7-0.

**b. Discussion and Possible Action on Equipment Purchase for Beach Lake Weed Removal**

Director Buechl explained that DPW researched equipment that would aid in lake weed cleanup at the beach and it was determined that adding a grapple bucket to a skid steer would be the most effective method to remove weeds from the beach area.

**Trustee Gergen moved, seconded by Trustee Grabowski to approve the purchase of the skid steer grapple bucket attachment not to exceed \$4,813.50 as presented.**

**Motion carried 7-0.**

**c. Discussion and Possible Action on Amendment #2 to Contract with Ruckert & Mielke, Inc. for Kopmeier Drive Lift Station Replacement Design, Bidding, and Construction Services**

Trustee Grabowski asked if the City of Pewaukee would be contributing to the replacement of the lift station on Kopmeier Drive and asked for this information to be provided at a later date.

**Trustee Rohde moved, seconded by Trustee Gergen to approve amendment #2 to contract with Ruckert & Mielke, Inc. for the Kopmeier Drive Lift Station replacement design, bidding, and construction services in the amount of \$7,300 as presented.**

**Motion carried 7-0.**

**d. Discussion and Possible Action on Village Hall/Police Department LED Lighting Project**

**Trustee Grabowski moved, seconded by Trustee Gergen to reject the bid received and republish the proposed RFP a second time.**

**Motion carried 7-0.**

**e. Discussion and Possible Action on Appointing a New Agent for Pick-n-Save**

**Trustee Krasovich moved, seconded by Trustee Gergen to approve Cheryl Miller as the new agent for Pick-n-Save located at 1405 Capitol Drive as presented.**

**Motion carried 7-0.**

**f. Discussion and Possible Action on Committee Appointments**

**1. Board of Review – 1 Regular Members (3-year terms)**

President Knutson presented member Samuel Liebert to be re-appointed to the Board of Review for the term ending April 30, 2027.

**2. Plan Commission – 1 Trustee Representative and 2 Citizen Members (Trustee 2 years and Citizen 3 years)**

President Knutson presented members Teresa Hoff and Mark Grabowski to be re-appointed on the Plan Commission for the term ending April 30, 2027.

**3. Public Works & Safety Committee – 2 Members (2-year terms); 2 Trustees**

President Knutson presented Trustees Chris Krasovich and Jim Grabowski to be re-appointed on the Public Works and Safety Committee for the term ending April 30, 2025.

President Knutson presented members Nicholas Wellenstein and Mark Grabowski to be re-appointed on the Public Works and Safety Committee for the term ending April 30, 2027.

**4. Zoning Board of Appeals – 2 Members; 1 Alternate (all full 3-year terms)**

President Knutson presented members Eric Krasovich and Ed Hill (alternate member) to be re-appointed on the Zoning Board of Appeals for the term ending April 30, 2027.

**5. Park & Recreation Board – 1 Member (remainder of term to 4/30/26)**

**No member was presented.**

**6. Police Commission – 2 Member (3-year term)**

President Knutson presented members David Spakowicz and Jeffrey Bublitz to be re-appointed to the Police Commission for the term ending April 30, 2029.

**7. Historic Preservation Commission – 1 Trustee (one year term); 1 Member (Architect – preferred - term to expire 4/30/27); 2 Members (3-year terms each)**

President Knutson presented Trustee Bob Rohde to be re-appointed to the Historic Preservation Commission for the term ending April 30, 2025.

President Knutson presented member Jeffrey Phillips to be re-appointed to the Historic Preservation Commission for the term ending April 30, 2027.

**8. Lake Advisory Committee – 1 Trustee**

President Knutson presented Trustee Jim Grabowski to be re-appointed to the Lake Advisory Committee for the term ending April 30, 2025.

**Trustee Krasovich moved, seconded by Trustee Krasovich to approve the reappointments as stated above for all regular members.**

**Motion carried 7-0.**

**Trustee Grabowski moved, seconded by Trustee Gergen to approve the reappointments as stated above for all Trustee members.**

**Motion carried 7-0.**

**g. Village Board Meeting Monthly Approval of Checks and Invoices for All Funds – March 2024**

**Trustee Krasovich moved, seconded by Trustee Rohde to approve the March 2024 checks and invoices for all funds, except the library, as presented.**

**Motion carried 7-0.**

**Trustee Gergen moved, seconded by Trustee Krasovich to acknowledge the March 2024 check and invoices regarding the Library.**

**Motion carried 7-0.**

**9. Citizen Comments - None**

**10. Closed Session.** – *The Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis. Statute Section 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, specifically regarding Anna Heise Revocable Trust; and pursuant to Wis. Statute Section 19.85(1)(e) for the purpose of 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 regarding negotiations with the City of Pewaukee for a Joint Library Agreement.*

**Trustee Gergen moved, seconded by Trustee Rohde to move into Closed Session at approximately 6:05 p.m.**

**Motion carried on Roll Call vote, 7-0.**

**11. Reconvene Into Open Session**

**Trustee Gergen moved, seconded by Trustee Grabowski to reconvene into Open Session at approximately 6:34 p.m.**

**Motion carried on Roll Call vote, 7-0.**

**12. Adjournment**

**Trustee Gergen moved, seconded by Trustee Krasovich to adjourn the April 16, 2024, Regular Village Board meeting at approximately 6:35 p.m.**

**Motion carried, 7-0.**

Respectfully Submitted,

Casandra Smith  
Village Clerk



**PUBLIC WORKS DEPARTMENT**  
**1000 Hickory Street**  
**Pewaukee, WI 53072**

# Memo

To: Jeff Knutson, President  
Village Board

From: David Buechl, P.E., P.L.S., Director of Public Works/Village Engineer

Date: May 1, 2024

Re: Agenda Item 7a, May 7, 2024 Village Board Meeting – Review and approve amendment #1 to existing contract with O & J Coatings, Inc. of Hurst, TX

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## **BACKGROUND**

The Village of Pewaukee is in the process of completing our contract with O & J Coatings, Inc. for repainting of the water tower at 1010 Quinland Dr. The contract was approved for \$295,000 for the base bid which includes exterior repaint of the 200,000 gallon spheroid with containment, wet interior repaint, dry interior partial repaint, and other miscellaneous items. An additional \$5,000 Mandatory Alternate bid was already approved to paint the words, “Village of Pewaukee” in two locations in black lettering on the water tower to bring the total contract price to \$300,000. At the meeting, the Board asked staff to obtain a cost to paint the Village logo on the water tower, and obtain a mock up of the options.

## **ACTION REQUESTED**

The action requested of the Village Board is to review and discuss whether or not to approve an amendment to increase the contract amount to paint the Village logo on the water tower in 1 or 2 locations, instead of painting the words, “Village of Pewaukee” on the water tower in two locations.

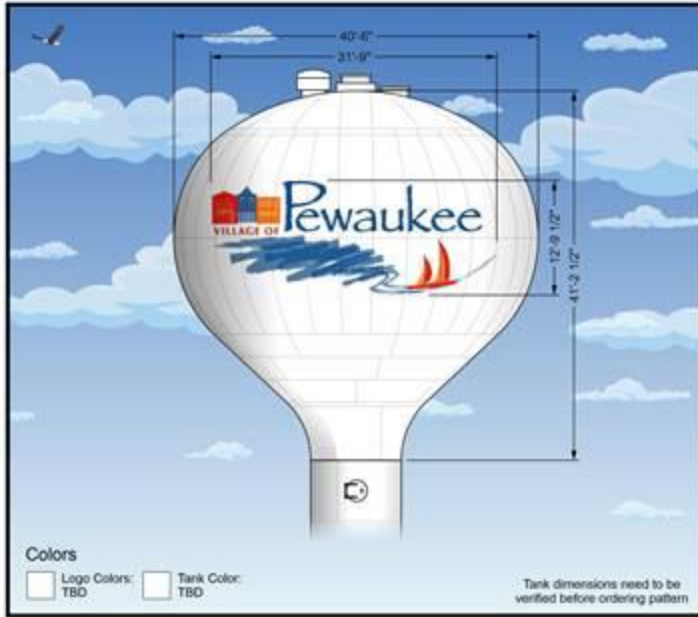
## **ANALYSIS**

Applying the Village logo on one side of the water tower:  $\$13,000 - \$5,000 = \$8,000$  of additional funds

Applying the Village logo on two sides of the water tower:  $\$15,000 - \$5,000 = \$10,000$  of additional funds

The mock up illustration of the options are attached.

Attachments



Logo quantities & Orientations: TBD



**Colors**

Logo Colors: TBD     Tank Color: TBD

Tank dimensions need to be verified before ordering pattern

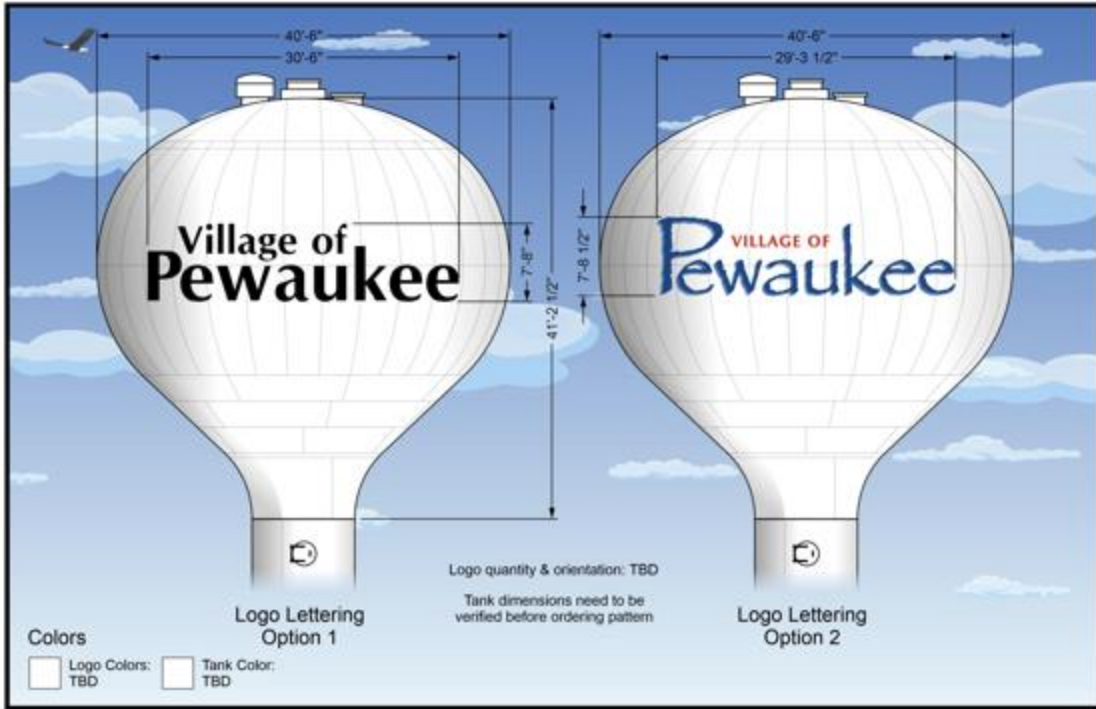
**LAS**  
LASE, ANGA SIGN CO. LLC  
Denny McKinney / Owner  
1373 N. Beglis Pkwy  
Sulphur, LA 70663  
(337) 628-4179  
(337) 794-5564  
@denymc@lakasignco.com

**Client:** Dixon Engineering, Inc.  
**Design:** Pewaukee, WI (Draft 2)  
**Designer:** Timothy Goodreau  
**Date:** 4/12/2024

**Date:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
 Approved     Resubmit

**Notes:**  
Colors shown are the approximate colors and may vary slightly. Working on approvals and as approved to build out. Text and logo may require additional review.





**LAS**  
LAKE AREA SIGN CO. LLC

Danny McKinney / Owner  
1375 N. Beglin Pkwy  
Sulphur, LA 70663  
(337) 625-4179  
(337) 794-1564  
danny@lakeareesignco.com

Client: Dixon Engineering, Inc.  
Design: Pewaukee, WI (Draft 1)  
Designer: Timothy Goodeaux  
Date: 4/12/2024

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Approved  Resubmit

**Notice:**  
Colors shown are only approximations. Printer and media variations may affect colors from actual print colors. Rights, trademarks are appropriate and are provided for a model only. Please verify with your local printing facility before printing.

**Section 00 63 57 - Change Order Price Request Form  
Village of Pewaukee, Wisconsin  
Exterior Repaint with Containment  
Wet Interior Repaint  
Dry Interior Partial Repaint  
And Miscellaneous Repairs  
Contract No. 49-68-10-04-23**

**March 26, 2024  
Bulletin No. 1**

Provide prices for the following:

1. Apply the logo below in one (1) location on the sidewall. Field verify location and dimensions with the Owner prior to application. Colors to be determined by the Owner. Approved Fluoropolymer urethane coating system. Apply lettering coating at 2.0 to 3.0 mils.

<u>Manufacturer</u>	<u>System</u>
Tnemec	V700
Induron	Perma-Gloss
Sherwin Williams	Fluorokem HS

EIGHT THOUSAND DOLLARS AND ZERO CENTS                      \$8,000.00

2. Apply the logo below in two (2) locations on the sidewall. Field verify locations and dimensions with the Owner prior to application. Colors to be determined by the Owner. Approved Fluoropolymer urethane coating system. Apply lettering coating at 2.0 to 3.0 mils.

<u>Manufacturer</u>	<u>System</u>
Tnemec	V700
Induron	Perma-Gloss
Sherwin Williams	Fluorokem HS

TEN THOUSAND DOLLARS AND ZERO CENTS                      \$ 10,000.00



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Contractor Signature

3/26/2024

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Date





**TIMOTHY HEIER**  
CHIEF OF POLICE



**POLICE DEPARTMENT**  
235 Hickory Street  
Pewaukee, WI 53072  
Telephone 262-691-5678  
Fax 262-691-5675

**DATE:** May 2, 2024

**TO:** President Jeff Knutson and the Village Board

**FROM:** Timothy Heier  
Chief of Police

**ISSUE:** Request approval of the Suburban Critical Incident Team Mutual Aid Agreements

**REQUESTED:** Approve the Suburban Critical Incident Team Mutual Aid Agreement (SCIT)

**FISCAL IMPACT:**

The purpose of this team is to partner with surrounding agencies so that no one agency is required to handle dangerous or complicated scenarios on their own.

While a community providing aide can decide to bill another municipality who is requesting assistance, this does not regularly happen. For the purposes of this agreement, our assisting staff remain as our employees for pay, benefits, and day to day expenses, but in the case of highly unusual or burdensome expenses, worker’s compensation, or significant events involving death or serious injury to an officer, the Village of Pewaukee could request reimbursement from the “requesting” agency under state statutes. The same could occur if the Village of Pewaukee was the “requesting” agency and another SCIT agency was the “aiding” agency.

**RATIONALE:**

Municipalities involved with SCIT have been partnering with each other since 2013. The Village of Pewaukee Police Department depends on these resources for a variety of high risk, low frequency incidents. When requested to respond under this agreement, we assist based on our own needs and the ability to backfill as necessary/possible.

Essentially, the updated agreement was an opportunity by SCIT to “clean up” the existing agreement with the help of legal counsel. The agreement follows the requirements of Wisconsin Law and has been reviewed by our Village attorney (Attorney Mark Blum). The update mirrors the Suburban Mutual Assistance Response Team (SMART) agreement signed in 2019. These updates are in conjunction with newly created agreements between the Brookfield FD and the Lake Country Fire and Rescue for dedicated Tactical Emergency Medicine Services. Although the City of Pewaukee FD has not entered into similar agreements with the SCIT, their administration is aware of the BFD and LCFD involvement with SCIT.

## MUTUAL AID AGREEMENT

Pursuant to the authority granted by Wis. Stat. § 66.0301, this Mutual Aid Agreement (hereinafter “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Cities of Delafield, Muskego and New Berlin, and the Villages of Chenequa, Elm Grove, Hartland, Mukwonago, and Pewaukee (hereinafter collectively referred to as “SCIT”) and the City of Brookfield (hereinafter referred to as “Brookfield”).

WHEREAS, the Cities of Brookfield, Delafield, Muskego and New Berlin, as well as the Villages of Chenequa, Elm Grove, Hartland, Mukwonago, and Pewaukee have entered into the Suburban Critical Incident Team Mutual Aid Agreement (“SCIT Agreement”) pursuant to Wisconsin Statutes Section 66.0301 for purposes of providing mutual aid for police Tactical Incidents between the various communities to address situations which may occur that are beyond the ability of any one of the individual participating communities to deal with in terms of personnel, equipment, and available resources; and

WHEREAS, the SCIT Agreement acknowledges and is subject to Wisconsin Statute § 66.0313 dealing with law enforcement mutual assistance; Wisconsin Statute § 66.0513, dealing with police pay when acting outside a municipality or county; Wisconsin Statute § 895.35, dealing with expenses and actions against municipal and other officers; and § 895.46, dealing with judgments being paid by political subdivisions regarding judgments taken against officers; and

WHEREAS, Brookfield is interested in enabling members of its Fire Department to receive training regarding Tactical Emergency Medical Services (hereinafter referred to as “TEMS”), as well as having its employees, who are trained and certified to provide TEMS, available to provide TEMS during SCIT Tactical Incidents; and

WHEREAS, the SCIT and Brookfield wish to formalize their intergovernmental cooperation and mutual aid agreement through this Agreement.

NOW, THEREFORE, SCIT and Brookfield do hereby covenant and agree as follows:

1. For purposes of this Agreement, the following definitions shall apply:
  - a. **Aiding Agency** – A municipality furnishing emergency services equipment and personnel to a Requesting Agency, pursuant to this Agreement.
  - b. **Mutual Aid** – services provided by an Aiding Agency to a Requesting Agency outside the Aiding Agency’s home jurisdiction due to a Tactical Incident.
  - c. **Requesting Agency** – a municipality requesting emergency services equipment and personnel due to a Tactical Incident.
  - d. **Tactical Incident** – an emergency situation or potential situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local government.
2. Brookfield and the SCIT acknowledge they have been duly authorized by the municipalities participating in this SCIT and its governing body to enter into, and

from time to time execute, agreements with other municipalities for mutual aid related to fire and police services.

3. The parties acknowledge that whenever a Tactical Incident occurs that is of such magnitude and consequence that results in utilization of the SCIT team, the availability and assistance of emergency medical personnel who have received training and are certified to provide TEMS would be beneficial.
4. In consideration of Brookfield permitting TEMS-certified staff to assist the SCIT on a mutual aid basis, SCIT agrees to assist Brookfield in training of its Fire Department personnel for TEMS so as to obtain certification for Brookfield Fire Department personnel to provide TEMS.
5. To ensure operational readiness, Brookfield agrees to regularly have its Fire Department's TEMS personnel attend SCIT training as required by the SCIT Governing Board and any policies or procedures issued by the Board.
6. Whenever a Tactical Incident occurs or is likely to occur, the Senior On-duty Officer of the Requesting Agency shall request trained TEMS Brookfield Fire Department personnel who have been approved by the SCIT Governing Board to aid the SCIT. The Senior On-duty Officer of Brookfield's Fire Department, upon receiving a request from the Senior On-duty Officer of the Requesting Agency, shall determine as soon as reasonably practicable what resources of the Brookfield Fire Department are required to address the situation and, in addition, to determine if the required equipment and personnel can be committed in response to the request from the Requesting Agency. If a determination is made by the Brookfield Fire Department Senior On-duty Officer that staff and equipment are available and can be deployed in response to the incident, the Brookfield Fire Department Supervisor shall dispatch, as soon as possible, the personnel and equipment to the Requesting Agency in accordance with the SCIT's Governing Board's policies and/or procedures.
7. The rendering of assistance by the Brookfield Fire Department, under the terms of this Agreement, is not mandatory. The Brookfield Fire Department Senior On-duty Officer may determine not to respond, for example, if the available personnel and equipment are required for the protection of Brookfield Fire Department's home jurisdiction. In that event, the Brookfield Fire Department's Senior On-duty Officer must immediately notify the Requesting Agency of that circumstance.
8. The Senior On-duty Officer of the Requesting Agency shall assume full responsibility and incident command for the operations for the Tactical Incident along with the SCIT Tactical Commander. The Brookfield Fire Department's TEMS personnel shall be fully responsible, however, for operational decisions involving medical treatment in coordination with the Senior On-Duty Officer of the Requesting Agency and the SCIT Tactical Commander.

9. The Requesting Agency may request mutual aid under this Agreement only for Tactical Incidents. The Brookfield Fire Department TEMS personnel will be released and returned to duty in their home jurisdiction as soon as the situation is restored to the point where the assistance of the Brookfield Fire Department's TEMS personnel are no longer necessary. The Brookfield Fire Department may also request that their personnel return to duty in their home jurisdiction at any time, upon notifying the SCIT Tactical Commander, if the Brookfield Fire Department's senior on-duty officer determines the required equipment and personnel can no longer be committed to the Tactical Incident.
10. Each participating agency of SCIT and the Brookfield Fire Department assume the responsibility, including legal and financial responsibility, for members of their own departments acting pursuant to this Agreement. All expenses incurred during participation in this Agreement shall be borne by each party, and parties shall not be required to pay or reimburse any other party for any expenses incurred in the course of participation, except as set forth in this paragraph. In the case of highly unusual or excessively burdensome expenses, worker's compensation, or significant events involving death or serious injury to an officer or personnel, Wis. Stat. §§ 66.0313 and 66.0513 will apply, including for the Brookfield Fire Department under this Agreement, and an Aiding Agency may submit requests for reimbursement to the Requesting Agency. Nothing herein shall be interpreted to prevent the parties from voluntarily cooperating in the services contemplated by this Agreement, including voluntary sharing of equipment or facilities and voluntarily providing services without seeking reimbursement of costs. Each party hereby authorizes its Chief/Sheriff to exercise discretion in cooperating with the other parties.
11. The Brookfield Fire Department may withdraw from participation in this Agreement upon ninety (90) days written notice to the other parties. The SCIT municipalities may withdraw from participation in this Agreement upon 90 days written notice to the Brookfield Fire Department upon a majority vote of the SCIT Governing Board.
12. Except as set forth in Section 10 above, the parties to this Agreement acknowledge that the provisions of Wisconsin Statutes §§ 66.0313, 66.0513, 895.35 and 895.46 are incorporated into this Agreement and shall apply to this relationship between the parties. To ensure compliance with state law and to avoid ambiguity, all future amendments and recodification of the foregoing statutes and judicial interpretations thereof are incorporated herein and shall apply.
13. Nothing contained within this paragraph or Agreement is intended to be a waiver or estoppel of the ability of municipality or its insurer to rely upon the limitations, defenses and immunities set forth under Wisconsin law, including those contained under Wisconsin Statute §§ 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall

not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims under Wisconsin Law.

14. Each party shall maintain insurance coverage to protect against risks arising out of this Agreement, which shall include general liability coverage with contractual liability coverage, automobile liability coverage, workers compensation coverage and such additional coverage in amounts as further specified by the Chiefs or parties.
15. This Agreement is solely between the parties, each of whom acts individually in the performance of this Agreement. There are no third-party beneficiaries to this Agreement and no separate entities are hereby created.
16. This Agreement shall become effective upon its passage and publication by each party's governing body, in the manner provided by law, and its execution by the authorized officials.
17. This Agreement may be executed in multiple counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered in original form or electronically shall be effective.
18. This Agreement may be amended, but only in writing duly executed by all the parties.
19. The provisions of this Agreement are severable and if a court of competent jurisdiction holds any portion of this Agreement unconstitutional or invalid, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

***[Signature Pages to Follow]***









**SCIT:  
City of New Berlin**

By: \_\_\_\_\_  
Mayor David Ament

By: \_\_\_\_\_  
Police Chief Jeff Hingiss

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA    )

Personally came before me, this \_\_\_\_ day of \_\_\_\_\_, 2024, the above-named David Ament and Jeff Hingiss, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Rubina Medina, City Clerk  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

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**SCIT:  
Village of Hartland**

By: \_\_\_\_\_  
President Jeffrey Pfannerstill

By: \_\_\_\_\_  
Police Chief Torin Misko

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA    )

Personally came before me, this \_\_\_\_ day of \_\_\_\_\_, 2024, the above-named Jeffrey Pfannerstill and Torin Misko, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Santee Policello, Village Clerk  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

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**SCIT:  
Village of Mukwonago**

By: \_\_\_\_\_  
President Fred Winchowky

By: \_\_\_\_\_  
Police Chief Dan Streit

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA )

Personally came before me, this \_\_\_\_ day of \_\_\_\_\_, 2024, the above-named Fred Winchowky and Dan Streit, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Diana Dykstra, Village Clerk-Treasurer  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

\*\*\*\*\*



**SCIT:  
Village of Pewaukee**

By: \_\_\_\_\_  
President Jeff Knutson

By: \_\_\_\_\_  
Police Chief Tim Heier

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA )

Personally came before me, this \_\_\_\_ day of \_\_\_\_\_, 2024, the above-named Jeff Knutson and Tim Heier, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Cassandra Smith, Village Clerk  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

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## MUTUAL AID AGREEMENT

Pursuant to the authority granted by Wis. Stat. § 66.0301, this Mutual Aid Agreement (hereinafter “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Cities of Brookfield, Muskego, and New Berlin, and the Villages of Elm Grove, Hartland, Mukwonago, and Pewaukee (hereinafter collectively referred to as “SCIT”) and the LAKE COUNTRY FIRE AND RESCUE FIRE BOARD (hereinafter referred to as the “Board”).

WHEREAS, the Cities of Brookfield, Delafield, Muskego and New Berlin, as well as the Villages of Chenequa, Elm Grove, Hartland, Mukwonago, and Pewaukee have entered into the Suburban Critical Incident Team Mutual Aid Agreement (“SCIT Agreement”) pursuant to Wisconsin Statutes Section 66.0301 for purposes of providing mutual aid between the various communities to address situations which may occur that are beyond the ability of any one of the individual participating communities to deal with in terms of personnel, equipment, and available resources; and

WHEREAS, the SCIT Agreement acknowledges and is subject to Wisconsin Statute § 66.0313 dealing with law enforcement mutual assistance; Wisconsin Statute § 66.0513, dealing with police pay when acting outside a municipality or county; Wisconsin Statute § 895.35, dealing with expenses and actions against municipal and other officers; and § 895.46, dealing with judgments being paid by political subdivisions regarding judgments taken against officers; and

WHEREAS, the Board is responsible for overseeing the operation of the Lake Country Fire and Rescue, which was created by an Inter-municipal Agreement between the Villages of Chenequa, Nashotah, Oconomowoc Lake and Wales, as well as the Towns of Delafield and Genesee, and the City of Delafield for the purpose of providing fire and paramedic protection by a Joint Fire Department; and

WHEREAS, the Board is interested in enabling members of its Department to receive training regarding Tactical Emergency Medical Services (hereinafter referred to as “TEMS”), as well as qualifying employees of the Lake Country Fire Department (hereinafter referred to as the “LCFR Department”), who are trained and certified to provide TEMS, available to provide TEMS during SCIT Tactical Incidents; and

WHEREAS, the SCIT and the Board wish to formalize their intergovernmental cooperation and mutual aid agreement through this Agreement.

NOW, THEREFORE, SCIT and the Board do hereby covenant and agree as follows:

1. For purposes of this Agreement, the following definitions shall apply:
  - a. **Aiding Agency** – A municipality furnishing emergency services equipment and personnel to a Requesting Agency, pursuant to this Agreement.

- b. **Mutual Aid** – services provided by an Aiding Agency to a Requesting Agency outside the Aiding Agency’s home jurisdiction due to a Tactical Incident.
  - c. **Requesting Agency** – a municipality requesting emergency services equipment and personnel due to a Tactical Incident.
  - d. **Tactical Incident** – an emergency situation or potential situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local government.
2. The Board and the SCIT acknowledge they have been duly authorized by the municipalities participating in this SCIT and the LCFR Department to enter into, and from time to time execute, agreements with other municipalities for mutual aid related to fire and police services.
  3. The parties acknowledge that whenever a Tactical Incident occurs that is of such magnitude and consequence that results in utilization of the SCIT team, the availability and assistance of emergency medical personnel who have received training and are certified to provide TEMS would be beneficial.
  4. In consideration of the Board permitting TEMS-certified staff to assist the SCIT on a mutual aid basis, SCIT agrees to assist the LCFR Department in training of LCFR Department personnel for TEMS so as to obtain certification for LCFR Department personnel to provide TEMS.
  5. To ensure operational readiness, the LCFR Department agrees to regularly have TEMS personnel attend SCIT training as required by the SCIT Governing Board and any policies or procedures issued by the Board.
  6. Whenever a Tactical Incident occurs or is likely to occur, the Senior On-duty Officer of the Requesting Agency shall request trained TEMS LCFR personnel who have been approved by the SCIT Governing Board to aid the SCIT. The Senior On-duty Officer of the LCFR Department, upon receiving a request from the Senior On-duty Officer of the Requesting Agency, shall determine as soon as reasonably practicable what resources of the LCFR Department are required to address the situation and, in addition, to determine if the required equipment and personnel can be committed in response to the request from the Requesting Agency. If a determination is made by the LCFR Senior On-duty Officer that staff and equipment are available and can be deployed in response to the incident, the LCFR Department Supervisor shall dispatch, as soon as possible, the personnel and equipment to the Requesting Agency in accordance with the SCIT’s Governing Board’s policies and/or procedures.
  7. The rendering of assistance by the LCFR Department, under the terms of this Agreement, is not mandatory. The LCFR Senior On-duty Officer may determine not to respond, for example, if the available personnel and equipment are required for the protection of the LCFR’s home jurisdiction. In that event, the LCFR

Department's Senior On-duty Officer must immediately notify the Requesting Agency of that circumstance.

8. The Senior On-duty Officer of the Requesting Agency shall assume full responsibility and incident command for the operations for the Tactical Incident along with the SCIT Tactical Commander,. The LCFR Department TEMS personnel shall be fully responsible, however, for operational decisions involving medical treatment in coordination with the Senior On-Duty Officer of the Requesting Agency and the SCIT Tactical Commander.
9. The Requesting Agency may request mutual aid under this Agreement only for Tactical Incidents. The LCFR Department TEMS personnel will be released and returned to duty in their home jurisdiction as soon as the situation is restored to the point where the assistance of the LCFR Department's TEMS personnel are no longer necessary. The LCFR Department may also request that their personnel return to duty in their home jurisdiction at any time, upon notifying the SCIT Tactical Commander, if the LCFR Department's senior on-duty officer determines the required equipment and personnel can no longer be committed to the Tactical Incident.
10. Each participating agency of SCIT and the LCFR Department assume the responsibility, including legal and financial responsibility, for members of their own departments acting pursuant to this Agreement. All expenses incurred during participation in this Agreement shall be borne by each party, and parties shall not be required to pay or reimburse any other party for any expenses incurred in the course of participation, except as set forth in this paragraph. In the case of highly unusual or excessively burdensome expenses, worker's compensation, or significant events involving death or serious injury to an officer or personnel, Wis. Stat. §§ 66.0313 and 66.0513 will apply, including for LCFR under this Agreement, and an Aiding Agency may submit requests for reimbursement to the Requesting Agency. Nothing herein shall be interpreted to prevent the parties from voluntarily cooperating in the services contemplated by this Agreement, including voluntary sharing of equipment or facilities and voluntarily providing services without seeking reimbursement of costs. Each party hereby authorizes its Chief/Sheriff to exercise discretion in cooperating with the other parties.
11. The LCFR Department may withdraw from participation in this Agreement upon ninety (90) days written notice to the other parties. The SCIT municipalities may withdraw from participation in this Agreement upon 90 days written notice to the LCFR Department upon a majority vote of the SCIT Governing Board.
12. Except as set forth in Section 10 above, the parties to this Agreement acknowledge that the provisions of Wisconsin Statutes §§ 66.0313, 66.0513, 895.35 and 895.46 are incorporated into this Agreement and shall apply to this relationship between the parties. To ensure compliance with state law and to avoid ambiguity, all future

amendments and recodification of the foregoing statutes and judicial interpretations thereof are incorporated herein and shall apply.

13. Nothing contained within this paragraph or Agreement is intended to be a waiver or estoppel of the ability of municipality or its insurer to rely upon the limitations, defenses and immunities set forth under Wisconsin law, including those contained under Wisconsin Statute §§ 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims under Wisconsin Law.
14. Each party shall maintain insurance coverage to protect against risks arising out of this Agreement, which shall include general liability coverage with contractual liability coverage, automobile liability coverage, workers compensation coverage and such additional coverage in amounts as further specified by the Chiefs or parties.
15. This Agreement is solely between the parties, each of whom acts individually in the performance of this Agreement. There are no third-party beneficiaries to this Agreement and no separate entities are hereby created.
16. This Agreement shall become effective upon its passage and publication by each party's governing body, in the manner provided by law, and its execution by the authorized officials.
17. This Agreement may be executed in multiple counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered in original form or electronically shall be effective.
18. This Agreement may be amended, but only in writing duly executed by all the parties.
19. The provisions of this Agreement are severable and if a court of competent jurisdiction holds any portion of this Agreement unconstitutional or invalid, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

***[Signature Pages to Follow]***

**SCIT:  
City of Brookfield**

By: \_\_\_\_\_  
Mayor Steven V. Ponto

By: \_\_\_\_\_  
Police Chief James Adlam

\_\_\_\_\_  
Michelle Luedtke, City Clerk

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA    )

Personally came before me, this \_\_\_\_ day of \_\_\_\_\_, 2024, the above-named Seven V. Ponto, Michelle Luedtke, and James Adlam, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Renee Tadych, Deputy City Clerk  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_



**SCIT:  
City of Muskego**

By: \_\_\_\_\_  
Mayor Rick Petfalski

By: \_\_\_\_\_  
Police Chief Steve Westphal

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA    )

Personally came before me, this \_\_\_\_ day of \_\_\_\_\_, 2024, the above-named Rick Petfalski and Steve Westphal, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Kerri Roller, City Clerk  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

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**SCIT:  
City of New Berlin**

By: \_\_\_\_\_  
Mayor David Ament

By: \_\_\_\_\_  
Police Chief Jeff Hingiss

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA    )

Personally came before me, this \_\_\_\_ day of \_\_\_\_\_, 2024, the above-named David Ament and Jeff Hingiss, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Rubina Medina, City Clerk  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

\*\*\*\*\*







**SCIT:  
Village of Mukwonago**

By: \_\_\_\_\_  
President Fred Winchowky

By: \_\_\_\_\_  
Police Chief Dan Streit

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA    )

Personally came before me, this \_\_\_\_ day of \_\_\_\_\_, 2024, the above-named Fred Winchowky and Dan Streit, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Diana Dykstra, Village Clerk-Treasurer  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

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**SCIT:  
Village of Pewaukee**

By: \_\_\_\_\_  
President Jeff Knutson

By: \_\_\_\_\_  
Police Chief Tim Heier


STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA    )

Personally came before me, this \_\_\_\_ day of \_\_\_\_\_, 2024, the above-named Jeff Knutson and Tim Heier, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Cassandra Smith, Village Clerk  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

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	City of Brookfield	Village of Chenequa	City of Delafield
	Village of Elm Grove	Village of Hartland	Village of Mukwonago
	City of Muskego	City of New Berlin	Village of Pewaukee

Title:	Suburban Critical Incident Team Mutual Aid Agreement				
Issued:	09-12-95	Updated:	01-13-24	Pages:	13

The undersigned Agencies agree pursuant to Wisconsin Statutes as follows:

**Section 1. PURPOSE OF AGREEMENT**

This Agreement is made in recognition of the fact that situations may occur which are beyond the ability of the individual law enforcement Agency to deal with effectively in terms of personnel, equipment and available resources. Each Agency in the Suburban Critical Incident Team (SCIT) expresses its intent to assist the other Agencies by assigning some of its specially trained personnel and available resources to permit the law enforcement Agency of each municipality to more fully safeguard the lives, persons and property of all citizens.

**Section 2. DEFINITIONS**

For the purpose of this Agreement, the following terms are defined as follows:

**A. AGENCY**

A law enforcement organization recognized by its city, village, town, county or state.

**B. AIDING AGENCY**

A municipality furnishing police equipment and personnel to a Requesting Agency, pursuant to this Agreement.

**C. ASSIGNMENTS**

A predetermined listing of Aiding Agency personnel and equipment that will respond to aid a Requesting Agency.

**D. CHIEF**

The head of law enforcement for a Participating Agency is referred to herein as “Chief,” and collectively the heads of law enforcement for all Participating Agencies are referred to herein as “Chiefs.” Collectively, and individually the “Chief.”

**E. GOVERNING BOARD**

Consists of the Police Chiefs of the Participating Agencies.

**F. MUTUAL AID**

Services provided by an Aiding Agency to a Requesting Agency outside the Aiding Agency's home jurisdiction to a Tactical Incident.

**G. PARTICIPATING AGENCY**

An Agency that commits itself to this Mutual Aid Agreement by adopting an ordinance or resolution authorizing participation.

**H. REQUESTING AGENCY**

A municipality requesting police equipment and personnel due to a Tactical Incident, pursuant to this Agreement.

**I. SUBURBAN CRITICAL INCIDENT TEAM**

The Wisconsin law enforcement Agencies participating in this Mutual Aid Agreement, collectively.

**J. TACTICAL INCIDENT**

An emergency situation or potential situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local government.

**Section 3. AGREEMENT TO EFFECTUATE THE MUTUAL AID PLAN**

The senior on-duty officer of each Participating Agency is authorized to do the following:

- A. Whenever a Tactical Incident occurs or is likely to occur, the Requesting Agency's senior on-duty officer shall request assistance of the Aiding Agencies under the terms of this Agreement.
- B. The senior on-duty officers of the Aiding Agencies are authorized to and shall take the following action upon receipt of a request for aid pursuant to this Agreement:
  - 1. Promptly determine what resources are required according to the situation.
  - 2. Promptly determine if the required personnel and equipment can be committed in response to the request from the Requesting Agency.
  - 3. If so, promptly dispatch the required personnel and equipment to the Requesting Agency in accordance with team operating procedures.
- C. The rendering of assistance under the terms of this Agreement is not mandatory. The Aiding Agency's senior on-duty officer may determine not to respond, for example, if the available personnel and equipment are required for the Aiding Agency's protection. In that event, the

Aiding Agency's senior on-duty officer must promptly notify the Requesting Agency of the same. The senior on-duty officer's judgment is final.

- D. The Requesting Agency's senior on-duty officer shall assume full responsibility and incident command for operations for the Tactical Incident along with the SCIT Tactical Commander.
- E. The Requesting Agency may request Mutual Aid under this Agreement only for Tactical Incidents. Aiding Agencies will be released and returned to duty in their home jurisdictions as soon as the situation is restored to the point which permits the Requesting Agency to adequately handle it with its own resources. Aiding Agencies may also return to duty in their own home jurisdiction at any time, upon notifying the SCIT Tactical Commander, if the Aiding Agency's senior on-duty officer determines the required equipment and personnel can no longer be committed to the Tactical Incident.

#### **Section 4. STATUTORY AUTHORITIES**

This Agreement is entered pursuant to Wisconsin Statutes §66.0301. The following statutory rights and responsibilities shall apply.

- A. Wisconsin Statutes §66.0313: Law enforcement; mutual assistance.
- B. Wisconsin Statutes §66.0513: Police, pay when acting outside county or municipality.
- C. Wisconsin Statutes §895.35: Expenses in actions against municipal and other officers.
- D. Wisconsin Statutes §895.46: State and political subdivisions thereof to pay judgments taken against officers.

To ensure compliance with State laws and to avoid ambiguity, all future amendments and recodification of the foregoing statutes, and judicial interpretations thereof, are incorporated herein and shall apply. Nothing contained within this paragraph or Agreement is intended to be a waiver or estoppel of the municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained with Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

#### **Section 5. EXPENSES**

All expenses incurred during participation in this Agreement shall be borne by each Participating Agency, and Participating Agencies shall not be required to pay or reimburse any other Participating Agency for any expenses incurred in the course of participation, except as set forth in this paragraph. In the case of highly unusual or excessively burdensome expenses, worker's compensation, or significant events involving death or serious injury to an officer, Wis. Stat. §§ 66.0313 and 66.0513 will apply, and an Aiding Agency may submit requests for reimbursement to the Requesting Agency. Nothing herein shall be interpreted to prevent Participating Agencies from voluntarily cooperating in law enforcement services, including voluntary sharing of equipment or facilities and voluntarily providing services without seeking reimbursement of costs. Each Participating Agency hereby authorizes its Chief/Sheriff to exercise discretion in cooperating with Participating Agencies.



## **Section 6. INSURANCE**

Each Participating Agency shall maintain insurance coverage to protect against risks arising out of this Agreement, which shall include general liability coverage with contractual liability coverage, automobile liability coverage, workers compensation coverage, and such additional coverage and amounts as further specified by the Chiefs/Sheriffs.

## **Section 7. NO THIRD-PARTY BENEFICIARIES**

This Agreement is solely between the Participating Agencies, each of whom acts individually in the performance of this Agreement. There are no third-party beneficiaries to this Agreement. No separate entities are hereby created.

## **Section 8. ADMINISTRATION**

This Agreement shall be administered within the SCIT By-Laws by the Governing Board of the Participating Agencies.

## **Section 9. TERMINATION**

Any Participating Agency may voluntarily withdraw from this Agreement by notifying the Chiefs of the other Participating Agencies in writing, whereupon the withdrawing Agency will terminate participation ninety (90) days from the date of written notice. The Chiefs may adopt procedures for involuntarily terminating Agencies who fail to comply with the terms of this Agreement or By-laws and may exercise that authority.

## **Section 10. EFFECTIVE DATE**

This Agreement shall be in full force and in effect with the passage and approval of an Ordinance or Resolution by each Participating Agency's municipal governing body, in the manner provided by law, and its execution by authorized officials. This Agreement supersedes any agreement between any of the Participating Agencies concerning the Suburban Critical Incident Team.

## **Section 11. COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered in original form or electronically shall be effective.

## **Section 12. AMENDMENTS AND SEVERABILITY.**

This Agreement may be amended, but only in writing duly executed by all the parties. The provisions of this Agreement are severable and if a court of competent jurisdiction holds any portion of this Agreement unconstitutional or invalid, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

**City of Brookfield**

By: \_\_\_\_\_  
Mayor Steven V. Ponto

By: \_\_\_\_\_  
Police Chief James Adlam

\_\_\_\_\_  
Michelle Luedtke, City Clerk

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA    )

Personally came before me, this \_\_\_\_ day of \_\_\_\_\_, 2024, the above-named Steven V. Ponto, Michelle Luedtke, and James Adlam, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Renee J. Tadych, Deputy City Clerk  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_



**City of Delafield**

By: \_\_\_\_\_  
Mayor Kent Atwell

By: \_\_\_\_\_  
Police Chief Landon Nyren

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA    )

Personally came before me, this \_\_\_\_ day of \_\_\_\_\_, 2024, the above-named Kent Atwell and Landon Nyren, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Molly Schneider, City Clerk  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

**City of Muskego**

By: \_\_\_\_\_  
Mayor Rick Petfalski

By: \_\_\_\_\_  
Police Chief Steve Westphal

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA    )

Personally came before me, this \_\_\_\_ day of \_\_\_\_\_, 2024, the above-named Rick Petfalski and Steve Westphal, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Kerri Roller, City Clerk  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

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**City of New Berlin**

By: \_\_\_\_\_  
Mayor David Ament

By: \_\_\_\_\_  
Police Chief Jeff Hingiss

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA )

Personally came before me, this \_\_\_\_ day of \_\_\_\_\_, 2024, the above-named David Ament and Jeff Hingiss, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Rubina Medina, City Clerk  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

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**Village of Elm Grove**

By: \_\_\_\_\_  
President Jim Koleski

By: \_\_\_\_\_  
Police Chief Jason Hennen

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA    )

Personally came before me, this \_\_\_\_ day of \_\_\_\_\_, 2024, the above-named Jim Koleski and Jason Hennen, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Thomas Harrigan, Interim Village Clerk-Treasurer  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

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**Village of Hartland**

By: \_\_\_\_\_  
President Jeffrey Pfannerstill

By: \_\_\_\_\_  
Police Chief Torin Misko

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA    )

Personally came before me, this \_\_\_\_ day of \_\_\_\_\_, 2024, the above-named Jeffrey Pfannerstill and Torin Misko, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Santee Policello, Village Clerk  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

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**Village of Mukwonago**

By: \_\_\_\_\_  
President Fred Winchowky

By: \_\_\_\_\_  
Police Chief Dan Streit

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA    )

Personally came before me, this \_\_\_\_ day of \_\_\_\_\_, 2024, the above-named Fred Winchowky and Dan Streit, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Diana Dykstra, Village Clerk-Treasurer  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

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**Village of Pewaukee**

By: \_\_\_\_\_  
President Jeff Knutson

By: \_\_\_\_\_  
Police Chief Tim Heier

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF WAUKESHA )

Personally came before me, this \_\_\_\_ day of \_\_\_\_\_, 2024, the above-named Jeff Knutson and Tim Heier, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Cassandra Smith, Village Clerk  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

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To: Jeff Knutson, Village President  
Village Board

From: Cassie Smith  
Village Clerk

Date: May 1, 2024

Re: Agenda Item 8C, Discussion, Direction and/or Possible Action on Layout to Create a Cremation Only Section in the Forest Hill Cemetery

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#### **BACKGROUND**

In June and October 2023, the Village Board discussed a proposal to create a cremation-only section on the west side of the cemetery. Creating a cremation-only section is a feasible option that would allow for additional cremation burials.

The attached document shows Sections X and Z which are designated for cremation-only graves which would be 4' wide x 5' long. Each grave would allow 2 cremation burials and 2 monuments per grave. All markers are planned to be flush with the ground to maintain the area.

Once approval of the sections is completed staff will begin working on updating the rules and regulations of the cemetery to include specifics of the cremains-only section.

#### **ACTION REQUESTED**

The action requested by the Village Board is to approve the layout of the cremains-only section.

#### **ANALYSIS**

Staff is seeking approval regarding the raSmith cremains only sections X & Z.

# CEMETERY EXHIBIT

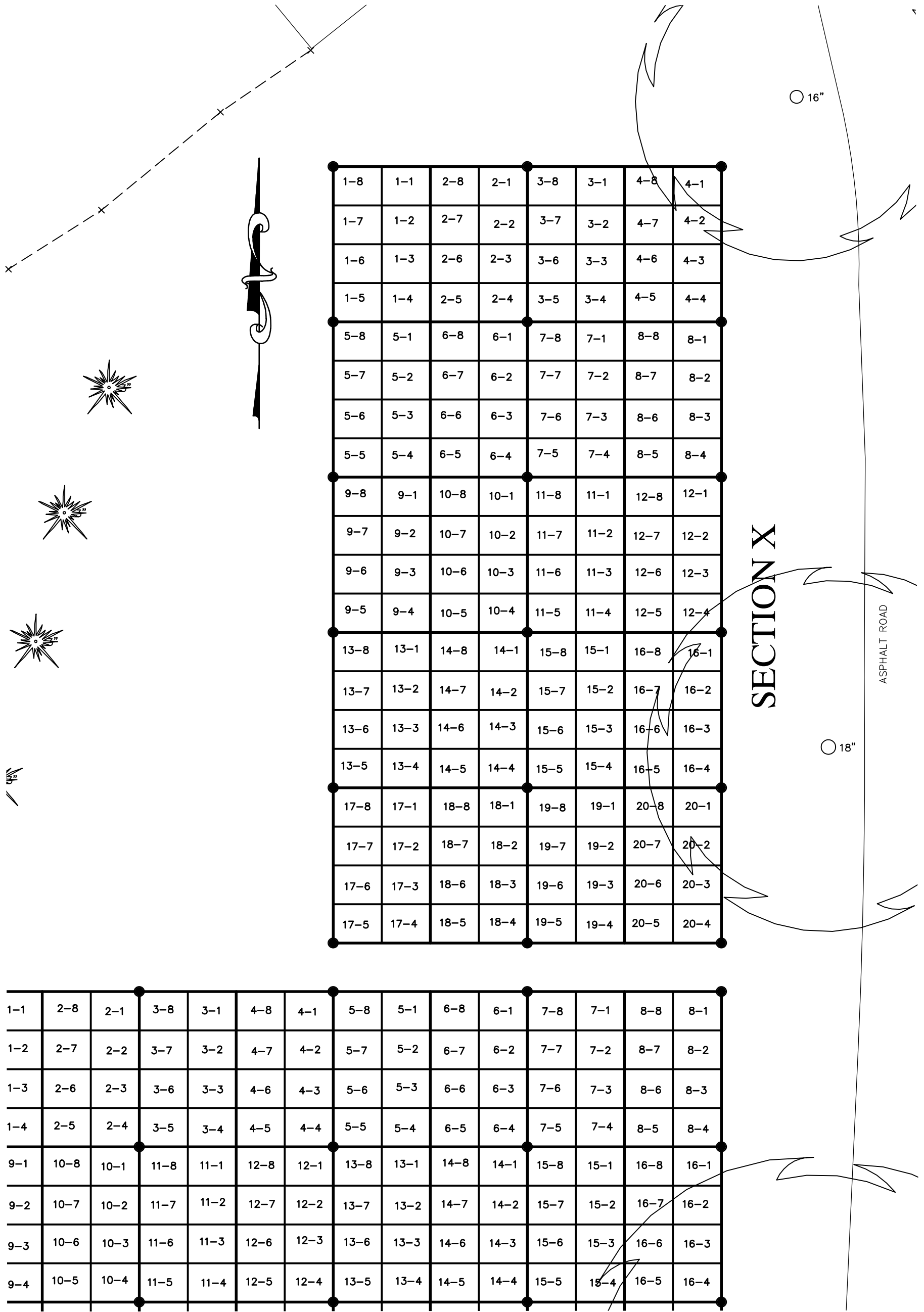
## BLOCK X - FOREST HILL CEMETERY

SITUATED ON SCHOOL STREET IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN. PART OF THE SW 1/4 OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 19 EAST, IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

APRIL 23, 2024

VILLAGE OF PEWAUKEE

SURVEY NO. 159324-JPC

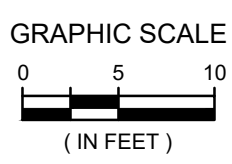


1-8	1-1	2-8	2-1	3-8	3-1	4-8	4-1
1-7	1-2	2-7	2-2	3-7	3-2	4-7	4-2
1-6	1-3	2-6	2-3	3-6	3-3	4-6	4-3
1-5	1-4	2-5	2-4	3-5	3-4	4-5	4-4
5-8	5-1	6-8	6-1	7-8	7-1	8-8	8-1
5-7	5-2	6-7	6-2	7-7	7-2	8-7	8-2
5-6	5-3	6-6	6-3	7-6	7-3	8-6	8-3
5-5	5-4	6-5	6-4	7-5	7-4	8-5	8-4
9-8	9-1	10-8	10-1	11-8	11-1	12-8	12-1
9-7	9-2	10-7	10-2	11-7	11-2	12-7	12-2
9-6	9-3	10-6	10-3	11-6	11-3	12-6	12-3
9-5	9-4	10-5	10-4	11-5	11-4	12-5	12-4
13-8	13-1	14-8	14-1	15-8	15-1	16-8	16-1
13-7	13-2	14-7	14-2	15-7	15-2	16-7	16-2
13-6	13-3	14-6	14-3	15-6	15-3	16-6	16-3
13-5	13-4	14-5	14-4	15-5	15-4	16-5	16-4
17-8	17-1	18-8	18-1	19-8	19-1	20-8	20-1
17-7	17-2	18-7	18-2	19-7	19-2	20-7	20-2
17-6	17-3	18-6	18-3	19-6	19-3	20-6	20-3
17-5	17-4	18-5	18-4	19-5	19-4	20-5	20-4

SECTION X

ASPHALT ROAD

1-1	2-8	2-1	3-8	3-1	4-8	4-1	5-8	5-1	6-8	6-1	7-8	7-1	8-8	8-1
1-2	2-7	2-2	3-7	3-2	4-7	4-2	5-7	5-2	6-7	6-2	7-7	7-2	8-7	8-2
1-3	2-6	2-3	3-6	3-3	4-6	4-3	5-6	5-3	6-6	6-3	7-6	7-3	8-6	8-3
1-4	2-5	2-4	3-5	3-4	4-5	4-4	5-5	5-4	6-5	6-4	7-5	7-4	8-5	8-4
9-1	10-8	10-1	11-8	11-1	12-8	12-1	13-8	13-1	14-8	14-1	15-8	15-1	16-8	16-1
9-2	10-7	10-2	11-7	11-2	12-7	12-2	13-7	13-2	14-7	14-2	15-7	15-2	16-7	16-2
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9-4	10-5	10-4	11-5	11-4	12-5	12-4	13-5	13-4	14-5	14-4	15-5	15-4	16-5	16-4



**raSmith**  
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road  
Brookfield, WI 53005-5938  
(262) 781-1000  
rasmith.com

# CEMETERY EXHIBIT

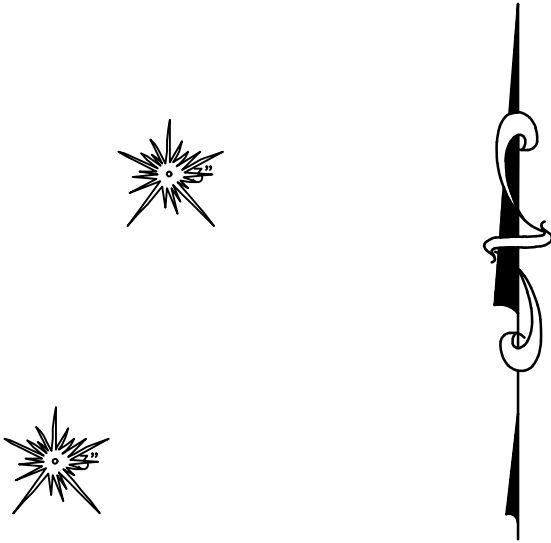
## BLOCK Z - FOREST HILL CEMETERY

SITUATED ON SCHOOL STREET IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN. PART OF THE SW 1/4 OF SECTION 9,  
TOWNSHIP 7 NORTH, RANGE 19 EAST, IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

APRIL 23, 2024

VILLAGE OF PEWAUKEE

SURVEY NO. 159324-JPC



13-6	13-3	14-6	14-3	15-6	15-3	16-6	16-3
13-5	13-4	14-5	14-4	15-5	15-4	16-5	16-4
17-8	17-1	18-8	18-1	19-8	19-1	20-8	20-1
17-7	17-2	18-7	18-2	19-7	19-2	20-7	20-2
17-6	17-3	18-6	18-3	19-6	19-3	20-6	20-3
17-5	17-4	18-5	18-4	19-5	19-4	20-5	20-4

18"

1-8	1-1	2-8	2-1	3-8	3-1	4-8	4-1	5-8	5-1	6-8	6-1	7-8	7-1	8-8	8-1
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41-8	41-1	42-8	42-1	43-8	43-1	44-8	44-1	45-8	45-1	46-8	46-1	47-8	47-1	48-8	48-1
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41-6	41-3	42-6	42-3	43-6	43-3	44-6	44-3	45-6	45-3	46-6	46-3	47-6	47-3	48-6	48-3
41-5	41-4	42-5	42-4	43-5	43-4	44-5	44-4	45-5	45-4	46-5	46-4	47-5	47-4	48-5	48-4

24"

SECTION Z

ASPHALT ROAD

GRAPHIC SCALE



( IN FEET )

**raSmith**  
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road  
Brookfield, WI 53005-5938  
(262) 781-1000  
rasmith.com



To: Jeff Knutson, President  
Village Board

From: Scott A. Gosse  
Village Administrator

Date: May 2, 2024

Re: Agenda Item 8d, Discussion and Possible Action on Award of Contract for Well No. 4 HMO  
Treatment System

---

**BACKGROUND**

This matter is on the agenda in the event that the Village receives approval from the Public Service Commission (PSC) to proceed with this project. At this time, such approval has not been granted.

**ACTION REQUESTED**

The action requested of the Village Board, if PSC approval has been received by the meeting date, is to consider the award of contract as outlined in the attached staff report prepared by Dave Buechl, Director of Public Works/Engineer.

Attachments



**PUBLIC WORKS DEPARTMENT**  
**1000 Hickory Street**  
**Pewaukee, WI 53072**

To: Village Board Members  
CC: Scott Gosse, Village Administrator  
From: David Buechl, P.E.,P.L.S, Director of Public Works/Village Engineer  
Date: May 2, 2024  
Re: Agenda item 8d. Recommendation of Award for Well No. 4 HMO Treatment at 800 Main Street

**BACKGROUND**

The Village’s Well #4 located at 800 Main Street on the WCTC campus property. The groundwater from Well #4 has exceeded the maximum contaminant level for radium concentration of 5pcl/l set by federal Safe Drinking Water Act and administered by the Wisconsin Department of Natural Resources so the Village is required to correct the violation. This HMO Treatment Project was designed to incorporate filtration measures to remove radium from the groundwater. Bids were opened on March 16, 2024 for this project. Award of the bid was subject to approval from the Public Service Commission of the State of Wisconsin.

**ACTION REQUESTED**

The action requested of the Village Board is to approve the bid from the lowest qualified bidder, Mid City Corporation, of Butler, Wisconsin, for the bid amount of \$2,957,000, and the Mandatory Alternate bid of \$25,000 for aggregate epoxy flooring in the new filter building for a total of \$2,982,000.00.

**ANALYSIS**

The contractors, base bid, and mandatory alternate bid prices are listed below:

Contractor Name	Base Bid	MA-1	Total
Mid City Corporation	\$2,957,000	\$25,000	\$2,982,000
August Winter & Sons, Inc.	\$3,085,000	\$34,000	\$3,119,000
Lee Mechanical	\$3,150,000	\$26,000	\$3,176,000

I recommend the Village Board approve the base bid and Mandatory Alternate bid and authorize staff to enter into a contract with Mid City Corporation for \$2,982,000, which also aligns with the recommendation of award from Ruekert & Mielke, Inc. Mid City Corporation has completed other similar projects and is in good standing. The low bid is slightly above the initial budget allocation of \$2,919,850.00.

The contract included that work is to be substantially completed by September 15, 2025, and ready for final payment on or before October 31, 2025.

Attachments



March 15, 2024

Mr. Dave Buechl, P.E.  
Director of Public Works  
Village of Pewaukee  
235 Hickory Street  
Pewaukee, WI 53072

RE: Well No. 4 HMO Treatment

Dear Mr. Buechl:

Bids for the above project were opened on March 14, 2024 at 10:00 a.m. at the Village Hall and are listed on the attached bid.

We reviewed the documentation submitted by the apparent low bidder and found that:

1. The Bid Form has been appropriately completed.
2. We have no objections to the low bidder, nor to the proposed major subcontractors and suppliers.
3. Low bidder has successfully completed similar projects over the last 20 years according to our direct work experience with them.

On these bases, we recommend that Mid City Corporation be awarded the Well No. 4 HMO Treatment contract, contingent on PSC approval of project in the amount of \$2,982,000.00. This amount includes the alternate price for the aggregate epoxy flooring in the new Filter Building. On all construction projects, and especially complex ones like this, unpredictable factors may increase the final contract amount. For this reason, we recommend that the Village of Pewaukee include a 10 percent contingency when preparing the financial plan for this work.

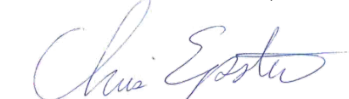
Our review did not include an evaluation of bidder's current financial condition nor of their permanent safety program.

Should you decide to accept our recommendation, we have prepared the enclosed Notice of Award for your use. After PSC approval has been received, please have the appropriate official sign where indicated and forward a signed copy of the Notice of Award to our office. We will then fill in the date at the top of page one and forward it, with contracts for execution, to the Contractor. One fully completed Notice of Award will be returned to you for your records.

Bids remain subject to acceptance until May 13, 2024, unless Bidder agrees to an extension. Please advise us of your award decision or call if there are any questions.

Respectfully,

RUEKERT & MIELKE, INC.



Christopher L. Epstein, P.E. (WI)  
Project Engineer  
[cepstein@ruekert-mielke.com](mailto:cepstein@ruekert-mielke.com)  
CLE:acl

Letter to Mr. Scott Gosse  
Well No. 4 HMO Treatment  
March 15, 2024  
Page 2

Enclosures :    Notice of Award  
                     Bid Summary

cc:            Scott Gosse, Village Administrator, Village of Pewaukee  
                     David W. Arnott, P.E., Ruekert & Mielke, Inc.

**NOTICE OF AWARD**

---

Date of Issuance: \_\_\_\_\_

Contract: Well No 4 HMO Treatment  
Bidder: Mid City Corporation  
Address: 12930 W. Custer Avenue  
Butler, WI 53007

Owner: Village of Pewaukee  
Engineer: Ruekert & Mielke, Inc.  
Engineer's Project No.: 8034-10022.230

---

**TO BIDDER:**

You are notified that your Bid dated March 14, 2024 for the above Contract has been accepted by Owner and you are the Successful Bidder and are awarded a Contract for:

Well No 4 HMO Treatment  
Base Bid and Mandatory Alternate

The Contract Price of your Contract is: \$ 2,982,000.00

2 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award, or have been transmitted or made available to Bidder electronically.

Six (6) sets of the Drawings will be delivered separately, or otherwise made available to Bidder electronically.

Bidder must comply with the following conditions precedent within 15 days of the date of issuance of this Notice of Award:

1. Deliver to Engineer two (2) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Agreement the Performance Bond, Payment Bond as specified in the Instructions to Bidders (Article 21), General Conditions (Paragraph 6.01), and Supplementary Conditions (Paragraph SC-6.01).
3. Deliver with the executed Agreement certificates and other evidence of insurance as specified in the General Conditions (Article 6) and the Supplementary Conditions modifying Article 6 of the General Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Engineer will return to you one fully executed counterpart of the Agreement.

---

Owner: \_\_\_\_\_ VILLAGE OF PEWAUKEE \_\_\_\_\_

Signature: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Copy: Engineer

**BID SUMMARY**

Well No 4 HMO Treatment

Village of Pewaukee, Waukesha County, Wisconsin

Bids Open: Thursday, March 14, 2024 / 10:00 A.M.

CONTRACTOR	Bid Bond	Addendum 1	LUMP SUM BID	MANDATORY ALTERNATE
Mid City Corporation	√	√	\$2,957,000.00	\$25,000.00
August Winter & Sons, Inc.	√	√	\$3,085,000.00	\$34,000.00
Lee Mechanical	√	√	\$3,150,000.00	\$26,000.00

APPARENT LOW BID:	\$2,957,000.00
APPARENT LOW BIDDER:	Mid City Corporation

RUEKERT & MIELKE, INC.  
W233 N2080 Ridgeview Parkway  
Waukesha, WI 53188-1020

**BID SUMMARY**

Well No 4 HMO Treatment

Village of Pewaukee, Waukesha County, Wisconsin

Bids Open: Thursday, March 14, 2024 / 10:00 A.M.

CONTRACTOR	Bid Bond	Addendum 1	LUMP SUM BID	MANDATORY ALTERNATE
Mid City Corporation	√	√	\$2,957,000.00	\$25,000.00
August Winter & Sons, Inc.	√	√	\$3,085,000.00	\$34,000.00
Lee Mechanical	√	√	\$3,150,000.00	\$26,000.00

APPARENT LOW BID:	\$2,957,000.00
APPARENT LOW BIDDER:	Mid City Corporation

RUEKERT & MIELKE, INC.  
W233 N2080 Ridgeview Parkway  
Waukesha, WI 53188-1020