



Office of the Town Clerk

Town of Brookfield | 645 N. Janacek Road, Brookfield, WI 53045

Office: 262-796-3788 | Clerk@TownofBrookfield.com

MEETING AGENDA

Tuesday, January 21, 2025 Immediately Following Joint CDA & Town Board Meeting	Town Board Utility District No. 1 Sanitary District No. 4	Eric Gnant Room TOB Municipal Building 645 N. Janacek Rd., Brookfield, WI
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1. Call to Order & Roll Call.
2. Meeting Notices.
3. Approval of Agenda.
4. Approval of Minutes:
December 17, 2024 meeting of the TB, UD1, SD4.
5. Citizen Comments: Three-minute limit.
6. Old Business: None.
7. New Business:
 - a. Discover Brookfield Quarterly Update.
 - b. Discussion and possible action regarding the 2025 Town Advocacy Council of the Wisconsin Towns Association Membership.
 - c. Discussion and possible action regarding the Waukesha County 9-1-1 Emergency System Joint Powers Agreement.
 - d. Discussion and possible action to reschedule the February 18, 2025 and April 1, 2025 Town Board meetings to February 19, 2025 and April 2, 2025, respectively due to elections.
8. Departments, Boards, Committee/Commission Reports/Recommendations:
 - a. Fire Department
 1. Presentation of CRR proclamation.
 2. Discussion and possible action regarding an Intergovernmental Cooperation Agreement for Ownership and Operation of a Forcible Entry Training Prop and Flatbed Trailer.
9. Approval of Vouchers and Checks.
10. Communication and Announcements.
11. Adjourn.

Posted January 17, 2025

Tom Hagie, Administrator/Interim-Clerk



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MEETING MINUTES

Tuesday, December 17, 2024 7:00 p.m.	Town Board Utility District No. 1 Sanitary District No. 4	Eric Gnant Room TOB Municipal Building 645 N. Janacek Rd., Brookfield, WI
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1. Call to Order & Roll Call.

Chairman Henderson called the meeting to order at 7:00 p.m.

Present: Chairman Keith Henderson; Supervisors Steve Kohlmann, John Charlier, John Schatzman and Ryan Stanelle. A quorum was met (5-0).

Staff Present: Attorney Michael Van Kleunen, Town Planner Bryce Hembrook, Sanitary District No. 4 Superintendent Tony Skof, Fire Chief John Schilling, and Administrator/Interim Clerk Tom Hagie.

2. Meeting Notices.

Hagie confirmed the meeting notices were posted as required by law.

3. Approval of Agenda.

Motion by Schatzman to adopt the agenda; seconded by Stanelle.

Motion prevailed by a voice vote (5-0).

4. Approval of Minutes:

December 3, 2024 meeting of the TB, UD1, SD4.

December 3, 2024 joint meeting of the TB & CDA.

Motion by Charlier to approve the December 3, 2024 TB, UD1, SD4 meeting minutes with corrections; seconded by Kohlmann.

Motion prevailed by a voice vote (5-0).

Motion by Charlier to approve the December 3, 2024 TB & CDA meeting minutes with corrections; seconded by Kohlmann.

Motion prevailed by a voice vote (5-0).

5. Citizen Comments: Three-minute limit.

Bob McKintire recommendation to improve the registration and reservation process of the pickle ball courts with an online system. Patrick Farrow voiced concern for the current registration process and reiterated the recommendation for an online reservation process for the pickle ball courts.

6. Old Business: None.

7. New Business:

a. Discussion and possible action regarding the proposed site plan for Discount Tire's trash enclosure.

Motion by Kohlmann to approve the proposed site plan with the addition of three bollards in the front, no refuge to exceed the height of the structure and the execution of a non-annexation agreement; seconded by Schatzman.

Motion prevailed by a voice vote (5-0).

- b. Discussion and possible action regarding the 2025 Short Elliot Hendrickson Inc. Planning Services Agreement.

Motion by Charlier to approve the agreement with the alteration of "City" to "Town"; seconded by Kohlmann.

Motion prevailed by a voice vote (5-0).

8. Departments, Boards, Committee/Commission Reports/Recommendations.

a. Sanitary District No. 4

1. Discussion and possible action regarding a Strand Associates, Inc. Task Order 24-02 Well No. 2 Rehabilitation 2025 design services.

Motion by Kohlmann to approve the Strand Associates, Inc. Task Order 24-02 Well No. 2 Rehabilitation 2025 design services not to exceed \$40,000; seconded by Charlier.

Motion prevailed by a voice vote (5-0).

2. Discussion and possible action regarding a Strand Associates, Inc. Task Order 24-03 Water System Demand and Capacity Evaluation.

Motion by Schatzman to approve the Strand Associates, Inc. Task Order 24-03 Water System Demand and Capacity Evaluation not to exceed \$36,500; seconded by Stanelle.

Motion prevailed by a voice vote (5-0).

3. Discussion and possible action regarding Ordinance 2024-04 Sanitary District No. 4 Establishing Sewer Rates.

Motion by Charlier to approve Ordinance 2024-04 Sanitary District No. 4 Establishing Sewer Rates with an increase of 7%; seconded by Kohlmann.

Motion prevailed by a voice vote (5-0).

4. Discussion and possible action regarding the proposed 2025 Sanitary District No. 4 Budget.

Motion by Kohlmann to approve the 2025 Sanitary District No. 4 Budget for sewer; seconded by Schatzman.

Motion prevailed by a voice vote (5-0).

Motion by Kohlmann to approve the 2025 Sanitary District No. 4 Budget for water; seconded by Charlier.

Motion prevailed by a voice vote (5-0).

5. Discussion and possible action regarding the Utility Acceptability of Construction at the Poplar Creek Town Center.

Motion by Stanelle to approve; seconded by Schatzman.

Motion prevailed by a voice vote (5-0).

b. Utility District No. 1

1. Discussion and possible action regarding Resolution 2024-04 Utility District No. 1 Establishing Stormwater Utility Rates.

Motion by Schatzman to approve the rate change; seconded by Stanelle.

Motion prevailed by a voice vote (5-0).

2. Discussion and possible action regarding the proposed 2025 Utility District (Stormwater Utility) Budget.

Motion by Charlier to approve; seconded by Schatzman.

Motion prevailed by a voice vote (5-0).

9. Approval of Vouchers and Checks.

Motion by Charlier to approve vouchers and checks in the amount of \$641,793.91; seconded by Kohlmann.

Motion prevailed by a voice vote (5-0).

10. Communication and Announcements.

Chairman Henderson: Merry Christmas and Happy Holidays.

Hagie: Email from Jim Pfieffer regarding the concern surrounding the rehabilitation facility on Watertown Rd.

Chairman Henderson: Call from resident who wants a Deer Crossing Sign on Davidson Rd between Barker and Brookfield.

Stanelle: Recognize Sharon Ceier is retiring from WTA in 2025.

11. Adjourn.

Motion by Charlier to adjourn at 8:27 p.m.; seconded by Kohlmann.

Motion prevailed by a voice vote (5-0).

Respectfully submitted by,
Tom Hagie, Administrator/Interim-Clerk



2025 Town Advocacy Council

of the Wisconsin Towns Association

Membership Invoice

Town Advocacy Council 2025 Membership valid
January 1, 2025 to July 1, 2025: 6 Month Option

Town/Village of **BROOKFIELD** County **WAUKESHA**

Population 6423 x \$.25 = \$802.88 annual dues **6 Month Option**

Dues for municipalities with population of 10,000 or more are capped at \$2,500.

Make checks payable to:

WTA / TAC

W7686 County Road MMM

Shawano, WI 54166-6086

To facilitate our alignment of TAC dues on the same bill and in the same billing cycle as general WTA membership dues, your town or village elected last year to pay for a 12-month TAC membership followed by a 6-month TAC membership. This is your 6-month membership invoice (for January 2025 – June 2025 membership). You will return to a 12-month billing cycle in July of 2025 on the same dues bill as your 2025 WTA general membership.

***NOTE:** This is **NOT** the dues statement for your annual Wisconsin Towns Association membership. That will be mailed in spring for July payment along with your next 12-month TAC bill. If you have any questions, contact our office at 715-526-3157.



Paul Farrow
County Executive

Gail Goodchild
Director of Emergency Preparedness

Waukesha County
Department of Emergency Preparedness
Waukesha County Communications

JOINT POWERS AGREEMENT
COUNTY 9-1-1 EMERGENCY SYSTEM

WHEREAS, Waukesha County and the municipalities located within the boundaries of Waukesha County have implemented an Emergency 9-1-1 System for the purposes of providing emergency services to residents and visitors of these municipalities, including the fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Section 256.35(9), Wis. Stats, "Joint Powers Agreement," requires that in implementing a 911 system as has been done in Waukesha County, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through the Waukesha County 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

THEREFORE, in consideration of the mutual promises, agreements and conditions contained herein, it is hereby jointly agreed between Waukesha County and the Town of Brookfield, as follows:

1. That effective January 1, 2025 this Agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2025.
2. That if an emergency services vehicle operated by the municipality, or operated by an agency with which the municipality contracts for that particular emergency service, is dispatched in response to a request through the Waukesha County Emergency 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional (or as defined by contract) boundaries.
3. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Section 256.35(9)(c), Wis. Stats.

Waukesha County
Department of Emergency Preparedness

Gail Goodchild 1/7/25
Gail Goodchild Date

Town of Brookfield

BY: _____
Keith Henderson, Town Chairman Date

BY: _____
Tom Hagie, Interim Town Clerk Date

INTERGOVERNMENTAL COOPERATION AGREEMENT FOR OWNERSHIP AND OPERATION OF A FORCIBLE ENTRY TRAINING PROP AND FLATBED TRAILER

This Intergovernmental Cooperation Agreement (this “Agreement”), is made and entered into as of the date identified on the signature page below (“Effective Date”), by and among the Town of Brookfield (the “Town”) and each of the municipalities identified as a signatory on the signature page below.

RECITALS

WHEREAS, each party operates a municipal or volunteer fire department in the State of Wisconsin responsible for providing fire protection and emergency services;

WHEREAS, the parties recognize the mutual benefits of sharing training equipment to enhance personnel readiness and operational efficiency; and

WHEREAS, the parties desire to enter into this Agreement regarding the acquisition and use of a forcible entry training prop and flatbed trailer (collectively, the “Equipment”) to improve training capabilities.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Purpose; Authority.** The purpose of this Agreement is to outline the terms and conditions for the acquisition, ownership, operation, maintenance, and cost sharing of the Equipment among the parties. This Agreement is entered into pursuant to Wis. Stat. § 66.0301, which permits municipalities and public entities to cooperate for the mutual exercise of their powers and duties.

2. **Acquisition of Equipment.**

a. **Selection and Purchase.** The parties shall jointly select the Equipment for purchase. The Equipment shall meet specifications agreed upon by all parties. The total cost of the Equipment is estimated at \$. Each party shall contribute an equal share of the Equipment’s actual cost by making payment to the Town within 60 days of the selecting the Equipment, or earlier date if required by the Equipment’s vendor. The Town shall act as the fiscal agent for the acquisition process and ensure payment to the Equipment vendor(s). Records of expenditures shall be maintained and made available to all parties upon request.

b. **Ownership; Storage.** The Equipment shall be jointly owned by the parties, with each party holding an equal ownership interest. If the Equipment cannot be titled in the name of all the parties, then the Equipment shall be titled in the name of the Town. The Equipment shall be stored at the Town of Brookfield, 645 North Janacek Road, Brookfield, Wisconsin 53045 under the care of Town’s Fire Department.

3. **Use; Transportation.**

a. **Scheduling Use.** The parties shall coordinate usage of the Equipment through a shared scheduling system, managed by the Town. Scheduling conflicts shall be resolved based on a rotational priority established by the Town or mutual agreement of all parties.

b. **Transportation.** Each party shall be responsible for transporting the Equipment to and from its training site. Transportation costs and liability for damages during transport shall be borne by the transporting party.

c. **Damage Responsibility.** The party in possession of the Equipment at the time that damage to the Equipment occurs shall immediately notify the other parties of such damage and assume financial responsibility for the necessary repairs to, or replacement of, the Equipment.

4. **Maintenance; Insurance.** The parties shall equally share the costs of routine maintenance for the Equipment. Maintenance schedules and vendors shall be agreed upon by the parties. Non-routine repairs shall require approval from a majority of the parties and the costs shall be equally shared unless the damage is attributable to a specific party, in which case that party shall cover the full cost of such repairs. Insurance. Each party shall maintain appropriate insurance coverage for the Equipment, including liability, theft, and damage coverage.

5. **Term; Termination.** This Agreement shall remain in effect for a term of five years from the Effective Date unless terminated earlier by mutual agreement of all parties. Upon termination, the Equipment shall be appraised and sold, with the proceeds divided equally among the parties. Any party may withdraw from this Agreement with 90 days' prior written notice to the other parties. Upon withdrawal, the remaining parties shall determine the future use and ownership of the Equipment, and the withdrawing party shall not be entitled to any proceeds following the sale of the Equipment.

6. **Miscellaneous Provisions.** This Agreement may only be amended in writing and signed by all parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements related to the Equipment. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Except for amending or terminating this Agreement, all actions authorized under this Agreement may be performed and carried out by the parties' respective fire chiefs or the fire chief's designee.

[Signature Page to Follow]

Dated as of the latest date signed below.

Town of Brookfield

By: _____

ATTEST:

Name: _____

By: _____

Title: _____

Title: _____

Date: _____

Town/Village/City of _____

By: _____

ATTEST:

Name: _____

By: _____

Title: _____

Title: _____

Date: _____

Town/Village/City of _____

By: _____

ATTEST:

Name: _____

By: _____

Title: _____

Title: _____

Date: _____

Town/Village/City of _____

By: _____

ATTEST:

Name: _____

By: _____

Title: _____

Title: _____

Date: _____





