

Village of Hales Corners

5635 S. New Berlin Road
Hales Corners, WI 53130
Phone: (414) 529-6161
Fax: (414) 529-6179
www.halescorners.org



James R. Ryan Municipal Building

VILLAGE BOARD - BOARD OF TRUSTEES MEETING Meeting Notice/Agenda

September 28, 2020 (Monday) - 6:45 p.m.

Notice is hereby given that the Village Board will meet as a Board of Trustees (BOT) at the above date and time, at the James R. Ryan Municipal Building (5635 S. New Berlin Rd).

Pursuant to the current recommendation of the Centers for Disease Control and Prevention limiting the size of gatherings and the various federal and state orders implementing that recommendation, and to help protect the community from the Coronavirus (COVID-19) pandemic, members of the Board of Trustees may attend this meeting in an electronic platform and members of the public may request access to the meeting in an electronic remote platform provided they submit the request to the Clerk within 24 hours of the meeting. The public may also attend the meeting with limited seating in the Board Room. Those requesting to speak under public comment must sign in prior to the meeting and will be allowed to speak in the order received.

AGENDA

- 1.0 ROLL CALL/PLEDGE OF ALLEGIANCE
- 2.0 PUBLIC COMMENT – comments limited to 5 minutes.
- 3.0 CONSENT AGENDA
 - 3.1 Minutes: September 14, 2020
- 4.0 STANDING COMMITTEE REPORTS
 - 4.1 Committee of the Whole – R. Brinkmeier
 - 4.1.1 Resolution granting alcohol beverage license for Mama Bev's Bakery LLC (5620 S. 108th Street) 2020/2021
 - 4.1.2 Resolution authorizing certain officials to execute an agreement between the Hales Corners Public Health Department and the Milwaukee County Office of Emergency Management Emergency Medical Services Division for the provision of Medical Services during the COVID-19 Pandemic
- 5.0 SPECIAL COMMITTEE REPORTS
 - 5.1 Fire & Police Commission Meeting – Sept. 15, 2020 – R. Brinkmeier
 - 5.2 Public Works Commission Meeting – Sept. 17, 2020 – M. Stahl
 - 5.3 Plan Commission Meeting – Sept. 21, 2020 – K. Meleski
 - 5.4 Library Board Meeting – Sept. 24, 2020 – L. Bergan
- 6.0 VILLAGE OFFICIALS REPORT
 - 6.1 Request to extend restriction on non-governmental use of Village Hall meeting rooms
 - 6.2 Resolution repealing Resolution 20-33 and declaring an expiration of the public health emergency order created to address Coronavirus Disease 2019 COVID-19 response
 - 6.3 Review Department Budget Meeting Dates
 - 6.4 Hales Corners Trick or Treat Discussion
- 7.0 ADJOURNMENT

A handwritten signature in black ink that reads "Sandra M. Kulik".

Sandra M. Kulik, Administrator/Clerk
September 24, 2020

NOTE: Issues that require public input or for which citizens are present will receive priority on the agenda. Hearing or speech impaired persons who require special services should notify the Village staff in advance of the meeting.

Village President Besson called the meeting to order at 6:45 p.m.

- 1.0 ROLL CALL** – Present: Pres. D. Besson, Trustees: M. Bennett, L. Bergan, R. Brinkmeier, K. Meleski, D. Schwartz and M. Stahl. Staff: Administrator S. Kulik, Library Director P. Laughlin, Health Director K. Radloff and Village Attorney J. Wesolowski. Audience (1).
- 2.0 PUBLIC COMMENT** – none.
- 3.0 CONSENT AGENDA**
 - 3.1 Motion (Brinkmeier, Meleski) to approve minutes of August 24, 2020; unanimously approved.
 - 3.2 Motion (Brinkmeier, Meleski) to approve claims paid with August, 2020 Check Register: \$385,562.58; unanimously approved.
 - 3.3 Motion (Brinkmeier, Meleski) to approve claims paid with the August PCard (\$12,780.98); unanimously approved.
 - 3.4 Motion (Brinkmeier, Meleski) to approve payrolls for the periods ending 08/07/20 (\$128,991.41) and 08/21/20 (\$128,550.12); unanimously approved.
- 4.0 STANDING COMMITTEE REPORTS**
 - 4.1 Committee of the Whole – R. Brinkmeier
 - 4.1.1 Motion (Brinkmeier, Schwartz) to approve Resolution 20-55 authorizing certain officials to execute a Memorandum of Understanding with the Hales Corners Police Officers Association Wisconsin Professional Police Association (WPPA) / Law Enforcement Employee Relations Division defining lateral transfer offer of employment; unanimously approved.
 - 4.1.2 Motion (Brinkmeier, Bennett) to approved Resolution 20-56 authorizing 2020 Computer Replacement Fund Budget Amendment for Municipal Court and Police Department Expenditures; unanimously approved.
 - 4.1.3 Resolution authorizing certain officials to execute an agreement between the Hales Corners Public Health Department and the Milwaukee County Office of Emergency Management Emergency Medical Services Division for the provision of Medical Services during the COVID-19 Pandemic – Item taken before Public Comment and after item 6.4. Motion (Brinkmeier, Meleski) to approve. K. Radloff addressed the Board regarding the request. M. Stahl commented that she wanted to know which other municipalities had agreed to the proposal, what the Village’s costs were to be and commented that the agreement with Franklin had a not to exceed figure with it. K. Radloff commented the addendum stated the base contribution was \$2,000 that all but Franklin, Greendale and Hales Corners had approved the amendment and the funding was from a CARES Act grant that had to be used for COVID-19 testing. She reported that the National Guard testing sites would begin closing on October 3 and be completely shut down by November and that the municipalities need to increase testing as it has already been reduced and needed a testing plan in place. She further reported that they are still working on the funding contribution levels as Hales Corners did not receive as much as the other municipalities. D. Besson recommended an amendment to the motion that funding would not exceed a percentage of the grant funds received. Motion (Stahl, Brinkmeier) to amend the motion to include a limit on funding to not exceed a percentage of the grant proceeds. K. Radloff commented that the funds have to be used for testing and must be expended by December

31, 2020. M. Stahl commented that the agreement goes through December 31, 2021 and that CARES funding had to be used by the end of this year and what would be the funding source in the event no additional CARES funds come forth. She expressed concerns that the funding would end up coming from Village taxpayers if there were no limits and no further monies are forthcoming from grants. K Radloff commented that the agreement was worded in such a way that they would not have to come back to the various Boards and request amendments. Attorney J. Wesolowski commented he had reviewed the agreement and would recommend that they amend the motion to include language for the Village Attorney and the Health Officer to identify the funding and identify a not to exceed figure. S. Kulik questioned whether the agreement obligates the Village to funds they may not have in 2021 if they sign the agreement. J. Wesolowski commented that if the not to exceed funds are all expended by December 31, 2020 then it would not. S. Kulik commented she is usually not in favor of motions that allow for staff to address any deficiencies and questioned K. Radloff if they could defer this to the September 28, 2020 Board of Trustees. K. Radloff commented that it could. S. Kulik stated that the best option then would be to have the Village Attorney and K. Radloff get the document in the form the Board had discussed to address their concerns and present it again at that meeting. The various motions could be withdrawn and a motion to defer would be in order. D. Besson question to R. Brinkmeier, K. Meleski and M. Stahl if they would like to withdraw their motions. R. Brinkmeier, K. Meleski and M. Stahl withdrew their motions. Motion (Stahl, Brinkmeier) to carry the matter over to September 28, 2020; unanimously approved.

4.1.4 Motion (Brinkmeier, Bergan) to approve Resolution 20-57 authorizing certain officials to execute an agreement for Audit Financial Services to Baker Tilly Virchow Krause, LLP. for fiscal years ending December 31, 2020 through December 31, 2022; unanimously approved.

5.0 SPECIAL COMMITTEE REPORTS

5.1 Library Board Meeting – August 27, 2020 – L. Bergan reported.

5.2 Board of Health Meeting – September 9, 2020 – L. Bergan reported.

6.0 VILLAGE OFFICIALS REPORT

6.1 Request to display banners by Community Alliance – item taken after 4.1.3- K. Radloff requested permission to display 3 signs for 30 days. One at the Library has been authorized by Director P. Laughlin and she would like one at the Village Hall and the Fire Station. S. Kulik commented that the sign at the Village Hall needs to be placed on the

6.2 Absentee Ballot Drop Box – S. Kulik reported that she had ordered a ballot drop box to be paid for by COVID-19 grant funds that would be placed between the doors in the lobby in view of the dispatch cameras for voters to place absentee ballots in during periods when the Village Hall is closed. On Election Day, the box would be removed and metal plate would cover the wall where the drop box is anchored to prevent it from being stolen.

6.3 DPW Facility Update – S. Kulik reported on the contractor indicating they would be done by the end of September and that she needed the parking area for poll worker vehicles during Election Day. M. Bennett commented on when an open house would be scheduled for the Trustees to walk through the facility. S. Kulik commented it would need to be noticed and the public, as with any meeting would be able to attend. She would confirm with M. Martin on a board walk through and a public open house.

6.4 Request for Hales Corners Lions – pumpkin fest assistance from Village DPW placement of safety cones on October 24, 2020 – item taken after 1.0. Tom

Smyczek, 5575 S. 10th Street addressed the Board regarding a request from the Lyons Club for safety cones from the Public Works Department. Motion (Schwartz, Meleski) to approve request; unanimously approved.

6.5 2020 Road Program Update – no update.

6.6 Operator License

6.6.1 Administration Issued Report – S. Kulik reported.

7.0 VILLAGE PRESIDENTS REPORT

7.1 Update – Library Board - School District Representative – D. Besson reported that the School Board declined the request and that the representative authorized by the District Administrator would be recommended at the next meeting. M. Bennett commented that she would like to meet the individual and D. Besson reported he would get in contact with them and arrange for them to be present.

7.2 MMSD/ICC Meeting – September 14, 2020 – D. Besson reported.

8.0 ADJOURNMENT - Motion (Schwartz, Meleski) to adjourn at 7:49 p.m.; unanimously approved.

Sandra M. Kulik, Administrator/Clerk

DRAFT

STATE OF WISCONSIN MILWAUKEE COUNTY VILLAGE OF HALES CORNERS

RESOLUTION NO. 20 -XX

A RESOLUTION GRANTING ALCOHOL BEVERAGE LICENSE
FOR MAMA BEV’S BAKERY LLC. (5620 S. 108th STREET) 2020/2021

WHEREAS, the Committee of the Whole has reviewed and recommended granting Class “B” Beer and “Class C” Wine license to Mama Bevs Bakery LLC.; and

WHEREAS, the Village has a quota established limiting licenses for Class “B” Beer and “Class C” Wine Combination Licenses to six (6) issued; and

WHEREAS, upon the granting of this license, two (2) licenses remain available.

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of Trustees hereby grants an alcohol beverage license to Mama Bev’s Bakery LLC.

BE IT FURTHER RESOVLVED, that any license applicant that fails to pay any general property taxes or interest or penalties thereon, special assessments or special charges due to the Village may be referred to the Village Board for possible license revocation.

PASSED and ADOPTED this ____th day of _____, 2020.

Daniel J. Besson, Village President

(VILLAGE SEAL)

Sandra M. Kulik, Administrator/Clerk

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 9/29/20 ending: 6/30/21
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: Town of Village of Hales Corners
 City of

County of Milwaukee Aldermanic Dist. No. _____
(if required by ordinance)

Check one: Individual Limited Liability Company
 Partnership Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-1030256687-02</u>	
FEIN Number <u>83-3501831</u>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100</u>
<input checked="" type="checkbox"/> Class C wine	\$ <u>100</u>
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>28</u>
TOTAL FEE	\$ <u>228</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
MAMA BEVS BAKERY LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>PLASSMEYER</u>	<u>GARY</u>	<u>C</u>	<u>W 5620 S 108TH ST MILWAUKEE WI 53130</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name MAMA BEVS Business Phone Number 414 233 5060
2. Address of Premises 5620 S. 108TH ST Post Office & Zip Code HALES CORNERS WI 53130

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
STORED IN LOCK CABINET + REFRIGERATED COOLER.
TO BE SERVED IN DINING ROOM ONLY

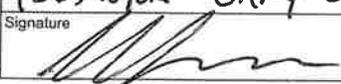
4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No

(b) If yes, under what name was license issued? 9TH SLICE PIZZA CO.

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 1/1/2019 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) PLASSMEYER GARY L	Title/Member OWNER	Date 9/2/20
Signature 	Phone Number [REDACTED]	Email Address GARY@MUMMABEV5.COM

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name) PLASSMEYER		(first name) GARY		(middle name) CHRISTOPHER	
Home Address (street/route) [REDACTED]		Post Office	City MUSKEGO	State WI	Zip Code 53150
Home Phone Number [REDACTED]		Age 43	Date of Birth [REDACTED]	Place of Birth ST. LOUIS MO.	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- GARY PLASSMEYER** of **MAMA BEV'S BAKERY LLC**
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

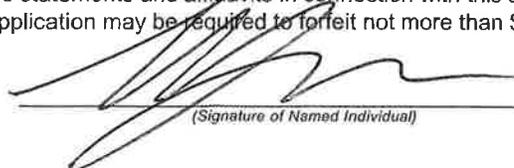
The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? **18 YEARS**
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
9TH SLICE PIZZA CO	5620 S. LOREN ST HAWES CORNERS WI	9/17	1/20
Employer's Name	Employer's Address	Employed From	To

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Signature of Named Individual)

Carry over
to 9/28/20

STATE OF WISCONSIN VILLAGE OF HALES CORNERS MILWAUKEE COUNTY

RESOLUTION NO. 20 - XX

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE HALES CORNERS PUBLIC HEALTH DEPARTMENT AND THE MILWAUKEE COUNTY OFFICE OF EMERGENCY MANAGEMENT EMERGENCY MEDICAL SERVICES DIVISION FOR PROVISION OF MEDICAL SERVICES DURING THE COVID-19 PANDEMIC

WHEREAS, the COVID-19 Pandemic continues to affect residents and businesses across Milwaukee County, including in the Village of Hales Corners; and

WHEREAS, the Hales Corners Health Department wishes to assist in providing COVID-19 testing for residents and businesses in Hales Corners; and

WHEREAS, Wisconsin Department of Health Services has awarded CARES Act funding to the Hales Corners Health Department to increase capacity for COVID-19 testing; and

WHEREAS, the Hales Corners Health Department has partnered with all local health departments in Milwaukee County and the Milwaukee County Department of Emergency Management to create an agreement to establish a COVID-19 testing strike team;

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Hales Corners, Wisconsin, that the Service Agreement between the Hales Corners Public Health Department and the Milwaukee County Office of Emergency Management Emergency Medical Services Division for the Provision of Medical Services, in the form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Village Health Officer and Village Administrator/Clerk be and the same are hereby authorized to execute and deliver the aforesaid Agreement.

PASSED AND ADOPTED this ____ day of _____, 2020.

Daniel J. Besson, Village President

(VILLAGE SEAL)

Sandra M. Kulik, Village Administrator/Clerk



SERVICE AGREEMENT

between

HALES CORNERS PUBLIC HEALTH DEPARTMENT

and

MILWAUKEE COUNTY OFFICE OF EMERGENCY MANAGEMENT

EMERGENCY MEDICAL SERVICES DIVISION

FOR THE PROVISION OF MEDICAL SERVICES

THIS AGREEMENT is entered into as of the 21st of August of 2020 by and between Hales Corners Public Health Department ("PHD"), and by Milwaukee County ("County"), as represented by its Office of Emergency Management Emergency Medical Services Division ("OEM-EMS"), for the provision of medical services during the COVID-19 Pandemic. Together, PHD and OEM-EMS, shall be referred to as "Parties".

RECITALS:

WHEREAS, The residents of Milwaukee County have suffered a tremendous impact, socially and economically, due to the COVID-19 Pandemic; and

WHEREAS, testing capabilities and capacities have been limited for several reasons resulting in challenges to gain a perspective of the burden of disease both individually as well as in the community and impacts of reopening businesses and operations; and

WHEREAS, OEM-EMS emergency medical services staff (collectively, the "staff") are participants in the Milwaukee County EMS system, providing seamless collaboration and operational capacity to assist the municipalities in a community oriented regional EMS response; and

WHEREAS, the Wisconsin National Guard, who have been assisting with testing efforts, will be ending their presence in the near future; and

WHEREAS, PHD requests OEM-EMS to provide medical services during the COVID-19 Pandemic to include, but not be limited to, scheduled specimen collection and mass vaccination administration.

NOW, THEREFORE, in consideration of the objectives of the Parties and the mutual benefits accruing to the Parties from performance of the covenants herein made, it is mutually agreed that this Agreement sets forth their respective responsibilities in conjunction with the provision of providing medical services to PHD.

ARTICLE I. PURPOSE AND SCOPE

- A. This Agreement will define services provided, responsibilities of medical equipment, responsibilities related to staffing of Emergency Medical Services (EMS) providers and cost responsibilities.
- B. This Agreement will cover medical services required by PHD, for events scheduled within the municipality.
- C. This Agreement will provide properly trained and licensed emergency medical services staff to provide non-emergent medical services to citizens of municipalities requesting services.

Unless this Agreement is terminated earlier as provided herein, the services pertaining to this Agreement shall be in force from August 21, 2020 until December 31st, 2021. If PHD and the County have agreed to an extension or modification of this Agreement, but the County Board of Supervisors has withheld approval of the extension or modification, the County shall only be held liable for services provided to PHD, up until such action by the County Board of Supervisors. At any time during the Term, either PHD or the County may terminate this Agreement, for any reason or no reason at all, effective thirty (30) days after written notice of termination is delivered to the other Party. Upon termination of this Agreement, all County equipment must be returned, and all rights and obligations of the Parties shall terminate as of the date of termination.

ARTICLE II. COUNTY RESPONSIBILITIES AND REQUIREMENTS

- A. County will provide properly trained and licensed emergency medical services staff to provide non-emergent medical services to citizens and businesses during COVID-19 as determined by PHD.
- B. The OEM Director will be administratively responsible for all other aspects of the medical services. The OEM Director will act as primary liaison between County and PHD.
- C. A supervisor (OEM-EMS Supervisor) will be provided by County to be responsible for overseeing day-to-day operations during events. In addition to management of medical services and EMS team member responsibilities, the EMS Supervisor will be responsible for keeping and submitting requested documents to PHD, maintaining records, scheduling, implementing and monitoring of policies, procedures and protocols developed through consultation with PHD. The number of hours allotted to

the EMS Supervisor to perform administrative duties will be determined by County.

- D. County will be responsible for the setting up and maintaining organization of the service station(s) in a manner conducive to providing medical services, and providing medical staffing as requested.
- E. All County personnel working at PHD events must follow established medical policies and Standard of Care guidelines outlined by OEM-EMS. County shall complete all initial screening of such personnel.
- F. In addition, all County personnel working at PHD events must follow policies and guidelines created by County which are established. All staff must display their County credential as part of their uniform.
- G. All personnel assigned to the PHD events shall wear such uniforms as directed by County including PPE which shall be determined by the EMS Medical Director and EMS Division Director.
- H. County shall provide a recommendation to PHD on the proper number of EMS staff to be scheduled for a given event. This determination may be made in consultation with the County EMS Medical Director.
- I. County staff will participate in the specimen collection of samples from patients, patient labeling, and information briefing related to the process. Other services such as vaccinations may be discussed and mutually agreed upon between the Parties as needed.
- J. County will provide an EMS Medical Director for oversight of the CORE program with guidance and medical expertise of the EMS services only. The current agreement between County and the Medical College of Wisconsin (MCW) is agreement 18-880 for reference.

ARTICLE III. PHD RESPONSIBILITIES AND REQUIREMENTS

- A. PHD will provide adequate parking spaces for County personnel working events.
- B. PHD shall keep County advised of the schedule of private and public events and any changes thereto in a timely manner.
- C. PHD will supply an on-site representative, as feasible, for each event to assist with ensuring correct processes. PHD will also supply an interpreter should the need for translation services be identified.
- D. PHD shall allow County to provide signage identifying that the events are staffed by OEM-EMS staff.
- E. PHD will be responsible for coordinating all patient notification, follow-up, WEDSS entry and contact tracing.
- F. PHD shall reimburse County for costs of personnel and necessary equipment and supplies as follows:

- (a) PHD(s) requesting this service to be made available shall subscribe to the service in semi-annual payments as outlined in Appendix A to OEM-EMS. The subscription will cover costs related to:
- Program Administration
 - Equipment needed to operationalize services
 - Training for EMS Staff
- (b) County shall invoice PHD monthly for all such costs incurred in the prior month.
- (c) Hourly rates for services will be set by County and detailed in Appendix A of this agreement. Changes to hourly rates requires a 30-day written notice to the PHD(s).
- (d) MCW shall invoice OEM-EMS for Medical Director services every 3 months for services provided at the rate outlined in Appendix A of this agreement.

ARTICLE IV. COUNTY EQUIPMENT RESPONSIBILITIES AND REQUIREMENTS

- A. County will supply tent structure(s), tables, dividers and chairs to allow for flow for the services provided.
- B. County will supply electronic devices for each team to complete any documentation required.
- C. County will provide adequate PPE as directed by EMS Medical Director.
- D. County will provide all materials required to properly decontaminate equipment and workspace.
- E. County will provide appropriate outdoor attire as part of the EMS uniform.
- F. County will provide supplies to complete the service(s) requested.
- G. County will organize a courier service for transport(s) if necessary.

ARTICLE V. LIABILITY AND RISK ALLOCATION REQUIREMENTS; INSURANCE

- A. If the Agreement is not terminated all terms and conditions shall remain the same unless modified in writing and agreed to by both Parties prior to September 1 of each year, all Parties shall meet to negotiate in good faith any changes to the costs set forth in Article III (F) of this Agreement.
- B. The Parties shall mutually defend, indemnify, and hold harmless one another as follows: County will bear the responsibility and resultant liability for claims, actions damages, liability and expenses, including defense costs and attorney fees, in connection with loss of life, personal injury, or damage to property of anyone including County employees, agents or representatives arising from or out of

any (a) wrongful, intentional, or negligent action or omission by County employees, agents, or representatives; or (b) any claim alleging that an agent, employee or contractor of County is an employee of PHD. Nothing in this Agreement shall be construed to constitute a waiver of any otherwise applicable immunity, limited immunity or limitation on liability under Wisconsin law.

PHD will bear the responsibility and resultant liability for claims, actions, damages, liability and expense, including defense costs and attorney fees, in connection with loss of life, personal injury, or damage to property arising from or out of any wrongful, intentional, or negligent action or omission by PHD employees, agents, or representatives.

- C. County Insurance: Milwaukee County is permissibly self-insured. This means that Milwaukee County is a municipal body corporate that self-funds for liability under §§ 893.80 and 895.461 of the Wisconsin Statutes, as well as automobile liability under § 345.05, Stats. Milwaukee County is also permissibly self-insured under § 102.28(2)(b), Stats. for workers' compensation.

ARTICLE VI. GENERAL PROVISIONS

- A. Neither Party may assign, transfer, suffer or permit its rights or obligations under this Agreement or any part of them to be used by or transferred to others, without the prior written consent of the other Parties. Notwithstanding the foregoing, PHD may, without the consent of County, (i) assign its rights and obligations hereunder to any affiliate of PHD or any other entity that has the right to grant the rights under this Agreement (including any successor operator of the Event), so long as said party assumes the obligations of PHD, (ii) assign this Agreement to an acquirer of all or substantially all of PHD assets, and (iii) collaterally assign this Agreement to a third party
- B. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Wisconsin. Any litigation over the enforceability of the provisions herein or to enforce any rights hereunder shall be in state court with venue in Milwaukee County.
- C. In connection with the performance of work under this contract, all Parties agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with

respect to sexual orientation, County further agrees to take affirmative action to ensure equal employment opportunities. County agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

- D. In their performances under this Agreement, the Parties shall comply in all respects with all federal, state, county, and municipal laws.
- E. The relationship created by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed so as to constitute the Parties as joint ventures or partners or to make either Party the agent of the other or to make either Party liable for the debts or intentional or negligent acts of the other. Neither Party shall have or hold itself out as having any power or authority to bind, create liability for, or otherwise act on behalf of the other.
- F. All notices, requests, demands or other communications, required under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or mailed, first class, postage prepaid, certified or registered mail, return receipt requested, to the following address, unless another address shall have been given to the other Party in writing, in which event they shall be delivered or mailed to such other address:

To Hales Corners Health Department

Attn.: Kathleen Radloff
5635 S New Berlin Rd
Hales Corners, WI 53130

To County:

Office of Emergency Management
Attn.: Cassandra Libal
633 W. Wisconsin Ave, Suite 700
Milwaukee, WI 53203

ARTICLE VII. CONFIDENTIALITY / PRIVACY PRACTICES

- A. Patient care records generated by County staff as part of providing patient care at events at the Event will remain property of County and protected by the Health Insurance Portability and Accountability Act (HIPAA).
- B. The Event shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to the Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F - Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health

information ("PHI") that is collected, processed or learned as a result of PHD services provided hereunder. In conformity therewith,

C. PHD agrees that they will:

- i. Not use or further disclose PHI other than as permitted under this Agreement or as required by law;
- ii. Use appropriate safeguards to prevent use or disclosure of the PHI except as permitted by this Agreement;
- iii. To mitigate, to the extent practicable, any harmful effect that is known to PHD of a use or disclosure of PHI by PHD in violation of this Agreement;
- iv. Ensure that any agents or subcontractors to whom PHD provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to PHD with respect to such PHI;
- v. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining PHD's and County's compliance with HIPAA; and
- vi. At the termination of this Agreement, return or destroy all PHI received from, or created or received by PHD on behalf of County, and if return is infeasible, the protections of this Agreement will extend to such PHI.

D. The specific uses and disclosures of PHI that may be made by PHD on behalf of County include:

- i. Review of patient care information as required for treatment, payment and health care operations.
- ii. Uses required for contact tracing and Public Health Department official business.
- iii. Other uses or disclosures of PHI as permitted by HIPAA privacy rule and Wisconsin State Statutes.

E. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by County, in its sole discretion, if County determines that PHD has violated a term or provision of this Agreement pertaining to County service obligations under the HIPAA privacy rule, or if PHD engages in conduct which would, if committed by County, result in a violation of the HIPAA privacy rule by County.

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

Hales Corners Health Department

By: _____ Date: _____
Kathleen Radloff, RN/ Health Officer

Village of Hales Corners

By: _____ Date: _____
Sandra Kulik/Village Administrator

[Office of Emergency Management]

By: _____ Date: _____
Cassandra Libal, Interim Director

Approved under the COVID-19 Fiscal Action Administrative Order:

By: _____ Date: _____
Department of Administrative Services

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

Reviewed by:

By: _____ Date: _____
Risk Management

Approved for execution:

By: _____ Date: _____
Corporation Counsel

*Approved as to funds available per
Wis. Stat. sec. 59.255(2)(e):*

By: _____ Date: _____
Comptroller

Approved:

By: _____ Date: _____
County Executive

Approved as compliant under sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____
Corporation Counsel

ADDENDUM to the Service Agreement between
Hales Corners Health Department
and
Milwaukee County Office of Emergency Management
Emergency Medical Services Division

Per Article III F (a, c, and d) of the Milwaukee County Office of Emergency Management (OEM) agreement with Hales Corners Health Department, OEM will submit a notice of salary costs for OEM staff who provide out-of-hospital medical services to the citizens of the municipality for which the local health department named above serves.

Fees for services requested by Hales Corners Health Department will be charged per staff hour. Fees include wages, FICA, hazard pay and an administrative charge. The subscription fee is intended to cover costs related to training, disposable equipment, and PPE.

	2020
6-Month Subscription	Up to \$2,000.00
EMS Provider (Hourly)	Tier 1 \$40.00 Tier 2 \$50.00
Courier Service (per event)	Up to \$200.00

IN WITNESS WHEREOF,
the Parties have executed this Agreement as of the day and year set forth herein.

For Hales Corners Health Department

by Kathleen Radloff, RN

Date

For Milwaukee County Office of Emergency Management:

by Cassandra Libal, Interim OEM Director

Date

RESOLUTION NO. 20-XX

A RESOLUTION REPEALING RESOLUTION 20-33 AND DECLARING THE EXPIRATION OF THE PUBLIC HEALTH EMERGENCY ORDER CREATED TO ADDRESS THE CORONAVIRUS DISEASE 2019 (COVID-19)

WHEREAS, COVID-19, a novel strain of the coronavirus, was detected in December, 2019, and has subsequently spread throughout numerous countries and the United States, including Wisconsin; and

WHEREAS, international organizations, the federal, state, and local governments are continuing to work together to address and contain COVID-19; and

WHEREAS, the Village of Hales Corners adopted Resolution 20-33 declaring a public health emergency in response to COVID-19 as adopted on May 26, 2020; and

WHEREAS, the pandemic response has not yet been deemed contained but effective measures are now in place that are being utilized to protect the health and well-being of residents and visitors and the need for the public health emergency order is no longer deemed necessary.

NOW, THEREFORE, BE IT PROCLAIMED, that the Village Board of the Village of Hales Corners, Wisconsin, that Resolution 20-33 is repealed effective upon adoption of this resolution.

Dated this ____th day of _____, 2020.

Daniel J. Besson, President

(VILLAGE SEAL)

Sandra M. Kulik, Administrator/Clerk