

TOWN OF BROOKFIELD
TOWN BOARD MINUTES
DECEMBER 6, 2022

The regular meeting of the Town Board, Sanitary District No. 4, and Utility District No. 1 was held on Tuesday, December 6, 2022 in the Erich Gnant Room of the Town Hall, 645 N Janacek Road, Brookfield, WI.

1) CALL TO ORDER.

The Town Board meeting was called to order by Chairman Henderson at 7:00PM with the following people present: Town Chairman Keith Henderson; Supervisors Steve Kohlmann, Ryan Stanelle, John Schatzman and Michael Schmitt; Town Administrator Tom Hagie; Town Attorney Michael Van Kleunen.

2) MEETING NOTICES.

Town Administrator Hagie confirmed that the meeting agenda was noticed as required by law.

3) APPROVAL OF AGENDA.

Motion by Supervisor Schatzman to approve the agenda.
Seconded by Supervisor Stanelle.
Motion Passed Unanimously.

4) APPROVAL OF MINUTES.

Motion by Supervisor Stanelle to approve the November 1, 2022 Town Board.
Seconded by Supervisor Kohlmann.
Motion Passed Unanimously.

Motion by Supervisor Kohlmann to approve the November 1, 2022 Town Board with changes.
Seconded by Supervisor Schmitt.
Motion Passed Unanimously.

5) CITIZEN COMMENTS.

Michael Drake, 980 Donna Vista Drive, requested a yield sign be installed at the corner of Dona Vista Drive and Copenhill Drive.

6) OLD BUSINESS.

- a. Discussion and possible action regarding quotes for 2023-2025 assessment services.
Motion by Supervisor Kohlmann to approve the Assessment Technologies of Wisconsin 2023-2025 contract for assessment services.
Seconded by Supervisor Schatzman.
Motion Passed Unanimously.

7) NEW BUSINESS.

- a. Discover Brookfield Quarterly Update.
Tourism Director, Anna Antoine provided a summary of Discover Brookfield 2022 events and planned 2023 events.
No Action.
- b. Discussion and possible action regarding WTA Town Advocacy Council Membership.
Motion by Supervisor Kohlmann to approve the 2020 Town Advocacy Council Membership in the amount of \$1,620.
Seconded by Supervisor Schatzman.
Motion Passed Unanimously.

8) DEPARTMENT, BOARDS, COMMITTEE/COMMISSION REPORTS/RECOMMENDATIONS:

a. Sanitary District No. 4

i. Discussion and possible action regarding utility release of rights for WisDOT

USH 18 Project 2200-20-70

Motion by Chairman Henderson to approve the utility release of rights.

Seconded by Supervisor Kohlmann.

Motion Passed Unanimously.

b. Plan Commission

i. Discussion and possible action regarding the proposed lighting plan for the Marriot Hotel parking garage.

Motion by Supervisor Schatzman to approve the lighting plan.

Seconded by Supervisor Stanelle.

Motion Passed Unanimously.

9) APPROVAL OF VOUCHERS AND CHECKS.

Motion by Supervisor Kohlmann to approve the vouchers and checks in the amount of \$257,375.43.

Seconded by Supervisor Schmitt.

Motion Passed Unanimously.

10) COMMUNICATIONS AND ANNOUNCEMENTS.

None.

11) ADJOURN

With no further business, motion by Supervisor Kohlmann to adjourn at 7:46PM. Seconded by Supervisor Schmitt.

Motion Passed Unanimously.

A joint meeting of the Community Development and Town Board was held on Tuesday, December 6, 2022 in the Erich Gnant Room of the Town Hall, 645 N Janacek Road, Brookfield, Wisconsin.

1) CALL TO ORDER

Town Chairman Keith Henderson called the meeting to order at 7:50 p.m. with the following people present: Chair/Supervisor Ryan Stanelle, Supervisors Steve Kohlmann, John Schatzman, and Mike Schmitt; CDA Commissioners William Neville, Thomas Koplin, Richard Diercksmeier and John Charlier; Town Administrator Tom Hagie and Town Attorney Michael Van Kleunen.

2) MEETING NOTICES

Administrator Hagie confirmed the meeting was noticed as required by law.

3) Adjourn into **CLOSED SESSION**, according to Wis. Stat. §19.85(1)(e) for conducting other specified public business regarding agreements and contract negotiations whenever competitive or bargaining reasons relating to: Negotiation for a Proposed Development near Sommers Drive in the Town of Brookfield.

Motion by Supervisor Kohlmann to enter closed session at 7:51 PM.

Seconded by Supervisor Schmitt.

Motion Passed Unanimously.

4) Reconvene into **OPEN SESSION**, according to Wis. Stat. §19.85(2), for any necessary action resulting from the Closed Session

Motion by Supervisor Kohlmann to reconvene into open session at 10:04 PM.

Seconded by Supervisor Schmitt.

No Action.

5) Adjourn

Motion by Supervisor Kohlmann to adjourn at 10:15 PM.

Seconded by Supervisor Schmitt.

Motion Passed Unanimously.

Respectfully submitted,

Tom Hagie

Town Administrator

Agreement for Professional Services

This Agreement is effective as of January 1, 2023, between Town of Brookfield (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2023 Town of Brookfield Municipal On-Call Planning Services.

Client's Authorized Representative: Mr. Tom Hagie
Address: 645 N. Janacek Road
Brookfield, WI 53045
Telephone: 262.796.3788 **email:** administrator@townofbrookfield.com

Project Manager: Amy Barrows
Address: 501 Maple Avenue
Delafield, WI 53018-9351
Telephone: 262.968.2069 **email:** abarrows@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Property Location:

Town of Brookfield, 645 N. Janacek Road, Brookfield, WI 53045, Waukesha County, Wisconsin.

Project Understanding/Scope:

We understand that the Town is interested in hiring a planner that will be the primary point of contact for applicants that need planning/zoning permitting and Plan Commission and Town Board approval. The planner will understand the approval process and help applicants from initial conversations through final decisions.

The planner will need to be well organized to track projects. We also understand that the planner will need to have extensive knowledge of the Town's zoning code. This will enable the planner to provide proper direction for both applicants and Town matters. Our planning team is currently drafting a Comprehensive Plan for the Town of Brookfield. The knowledge base from this project will be instrumental in assisting the Town with future planning related decisions. Our team also has expertise in Waukesha County shoreland zoning; federal, state, and local floodplain regulations; and many ongoing land use matters in the Town of Brookfield.

In addition to preparing Plan Commission agendas and packets, the Planner will track projects through Town Board approval when necessary.

Town On-Going Planner Tasks:

As the Town Planner, we will perform tasks on an ongoing basis. These tasks include:

- Pre-application meetings with members of the public and processing of applications to the Plan Commission and Town Board, as well as to the Board of Appeals and Architectural Control Committee on an as needed basis.

- Review and recommendation at Town meetings for action on applications.
- Preparation of the monthly Board of Appeals, Architectural Control Committee, and Plan Commission agendas and packets. Assistance with the preparation of the Town Board agendas and packets.
- Preparation of public hearing notices.
- Preparation of municipal code minor text revisions relating to planning and zoning matters.
- Attendance at monthly Plan Commission and Town Board meetings.
- Attendance at Board of Appeals and Architectural Control Committee meetings as required.
- Attendance at planning staff meetings.
- Conducting Office Hours at the Town Hall, at times to be mutually determined by the Town Administrator and the Consultant. Office hours are planned to be two half days for a total of 8 hours per week. The planner will return phone calls, meet with applicants, and conduct planning related work during these hours. ***These hours may need to change based on applicant volume and customer service expectations. No changes will be made without Town Administrator written approval.***

Town Planner Time for Town Tasks:

- All time that is related to typical Town funded planning tasks will be billed on a lump sum monthly basis. These tasks include office hours, initial phone calls and meetings with applicants, attending internal staff meetings and attending Plan Commission and Town Board meetings. Essentially, this includes all normal planning efforts that are not related to a reimbursable project/application or Town-initiated project-based service.

Town Planner Time Related to Applicant Reimbursement:

- Once a project has a professional reimbursement form on file with the Town, the Town will be billed on an hourly rate that will be passed through to the applicant.
- Detailed invoices of time spent, and actual tasks will be provided to the Town for each project/application on a monthly basis.

Project-Based Services:

- Project-based services are for specific requested projects that are not part of the day-to-day planning duties.
- Once a project is defined and direction from the Town is given, a new billing project number will be assigned to the project. A separate budget and scope will be defined with each new project. If a project warrants a separate Supplemental Letter of Agreement (SLA), an SLA will be prepared.
- Typical projects may include comprehensive planning, economic development planning, zoning code text and map updates, planning studies, and the development of website materials and application forms/checklists, etc.

Schedule: Said work, as described in Scope, will be completed *as mutually agreed upon* after receipt of signed contract and all items to be furnished by client.

Payment:

Town Planner Time for Town Tasks: Will be billed on a lump sum basis of **\$5,000/month**. See attached Exhibit A-2. Alternatively, the Town may request that we bill based on time and expense, which would then consist of the rates specified for applicant reimbursement. See below.


Town Planner Time Related to Applicant Reimbursement: Will be billed on a time and expense basis. The billing rate for the Town Planner will be \$135 per hour. The billing rate for the Senior Municipal Planner will be \$165 per hour. The Town Planner will conduct a majority of business, but if a specific project warrants it, the Senior Municipal Planner will complete or assist with the review. Our firm will not bill for the time spent reviewing another planner's work or planner oversight. See attached Exhibit A-1.

Project Based Services: Will be billed on a time and expense basis not to exceed an amount agreed to by the Town Administrator. See attached Exhibit A-1 for billing rates. The budget will be defined with a supplemental letter agreement or as defined above.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

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Short Elliott Hendrickson Inc.

By: 
Amy Barrows
Title: Senior Planner II

Town of Brookfield

By: _____
Title: _____

Exhibit A-1
to Agreement for Professional Services
Between Town of Brookfield (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 1, 2023

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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SEH HOURLY BILLABLE RATES - 2023

CLASSIFICATION - OFFICE STAFF	BILLABLE RATE ⁽¹⁾
Principal	\$175 - \$295
Project Manager	\$145 - \$260
Senior Project Specialist	\$140 - \$240
Project Specialist	\$105 - \$190
Senior Professional Engineer I	\$120 - \$195
Senior Professional Engineer II	\$145 - \$245
Professional Engineer	\$110 - \$180
Graduate Engineer	\$90 - \$150
Senior Architect	\$130 - \$230
Architect	\$115 - \$165
Graduate Architect	\$90 - \$120
Senior Landscape Architect	\$120 - \$185
Landscape Architect	\$100 - \$135
Graduate Landscape Architect	\$90 - \$110
Senior Scientist	\$135 - \$185
Scientist	\$95 - \$150
Graduate Scientist	\$85 - \$115
Senior Planner	\$135 - \$230
Planner	\$105 - \$165
Graduate Planner	\$95 - \$130
Senior GIS Analyst	\$115 - \$190
GIS Analyst	\$105 - \$130
Project Design Leader	\$125 - \$200
Lead Technician	\$110 - \$185
Senior Technician	\$95 - \$150
Technician	\$65 - \$125
Graphic Designer	\$95 - \$160
Administrative Professional	\$55 - \$140

CLASSIFICATION - FIELD STAFF	BILLABLE RATE ⁽¹⁾
Professional Land Surveyor	\$115 - \$175
Lead Resident Project Representative	\$100 - \$170
Senior Project Representative	\$95 - \$150
Project Representative	\$80 - \$135
Survey Crew Chief	\$90 - \$150
Survey Instrument Operator	\$60 - \$105

(1) The actual rate charged is dependent upon the hourly rate of the employee assigned to the project.
The rates shown are subject to change.

Effective: January 1, 2023
Expires: December 31, 2023

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.

4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.

5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
2. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

SERVICES AGREEMENT

THIS AGREEMENT is effective the first day of January 1, 2023, by and between the Town of Brookfield, a municipal corporation, ("Municipality") located at 645 North Janacek Road, Brookfield, Wisconsin 53045 and the Elmbrook Humane Society, Inc., a Wisconsin not for profit corporation, ("Provider") located at 20950 Enterprise Avenue, Brookfield, Wisconsin 53045-5224.

IT IS AGREED by and between the parties herein as follows:

1. Municipality, for consideration hereinafter set forth, contracts with Provider for: the maintenance of animal pound facilities, the pickup and disposition of wildlife (when it is injured or poses a human health hazard), and the hold and disposition of cats, dogs, miscellaneous animals and birds. This is for the period commencing as of the date first above written and ending December 31, 2023, pursuant to the authority set out in Wisconsin Statutes Chapters 95, 174, 173, 951, and Municipality's Animal Code.

2. Unless otherwise determined by the Municipality, Municipality shall pay Provider a total of \$3,500 (the "Fee") in two (2) payments of \$1,750.00, with the first payment to be paid by January 1, 2023 and the second payment to be paid by July 1, 2023. The Fee covers the following animal control and shelter services to be provided by Provider:

2.1 Shelter, care, redemption and euthanasia services as needed for stray and abandoned animals located in the geographic limits of Municipality.

2.2 Assist residents with wildlife when it is injured or it poses a human health hazard.

2.3 Educate and inform residents on various wildlife problems and offer solutions. Assess, educate and inform residents regarding geese and deer problems.

2.4 Provide live traps as needed and available.

2.5 Care for and house animals impounded pursuant to any applicable law or regulation in exchange for the normal and customary per diem rate Provider charges members of the at-large community for the care and housing of such animals. Provider shall invoice Municipality for such per diem charges on a monthly basis. Invoiced amounts shall be due within thirty (30) days of the date of Provider's invoice, without offset or deduction.

2.6 Pick up all stray animals as soon as Provider deems reasonably practicable after being notified by either law enforcement or a resident of Municipality.

2.7 Provide educational information regarding animal welfare as requested by the public and law enforcement.

2.8 Provide a phone referral service for domestic pet and wildlife concerns for residents.

2.9 Sponsor spay/neuter programs for adopted pets.

2.10 Assist residents of Municipality with free temporary emergency shelter for animals, as space permits, when requested by local law and social service agencies.

2.11 Take into custody an animal if the owner has become incapacitated due to illness, accident or abuse.

2.12 Provide law enforcement, social services and building inspection with reasonable assistance regarding animal-related issues in Municipality.

2.13 Maintain records of all actions identified in this Agreement and provide a summary activity report to Municipality on no less than a quarterly basis.

2.14 Comply with applicable rabies and licensing laws.

3. The Fee further covers the following humane officer services to be provided by Provider for Municipality:

3.1 Provide Municipality with assistance in investigations of animal bites and investigations of alleged violations of statutes and ordinances relating to animals (including, without limitation, statutes and ordinances relating to animal fighting, neglect and abuse).

3.2 Upon Municipality's reasonable request, inspect businesses within Municipality that offer live animals or amphibians for sale or that board animals.

3.3 Issue abatement orders and do follow-up calls when necessary in Provider's reasonable judgment and consistent with applicable law.

3.4 Request citations and prosecutions when necessary in Provider's reasonable judgment and consistent with applicable law.

3.5 Seek subpoenas when necessary in Provider's reasonable judgment and consistent with applicable law.

3.6 Other than writing citations, any additional humane officer responsibilities set forth in Chapter 173 of the Wisconsin Statutes.

4. Provider agrees to hold animals detained according to this Agreement under conditions, and for those time periods, required by law.

5. Where an owner or owner's representative requests that Provider release a detained animal, Provider shall require the owner to pay the costs of the boarding fees and all veterinary charges. These fees will be kept by Provider. If the owner does not reclaim the animal, the animal becomes the property of Provider after it is held by Provider for seven (7) days or as otherwise provided by law, whichever is shorter. If Provider is able to adopt the animal out to a new home, Provider shall keep all adoption fees.

6. Provider, subject to the provision of Chapter 174 of the Wisconsin Statutes, agrees to furnish an adequate shelter for animals detained under this Agreement with adequate facilities for the housing, feeding, special care and necessary exercise of all such animals. All rooms, wards and cages shall be maintained in a sanitary manner,

sufficiently lighted and adequately heated and ventilated. Separate areas shall be used for all animals confined as rabies suspects who are known to have bitten or scratched persons or other animals. Provider shall confine all animals which have bitten or scratched persons or other animals and hold them for the period necessary for adequate examination. Provider further agrees to segregate animals as needed to protect individual animals from injured or vicious animals.

7. A separate and complete record shall be maintained by Provider concerning each animal, including the date and time of impoundment, the amount of the impoundment fee, the disposition of said animal and the name of the person reclaiming the animal. In no event shall an animal be released within Municipality without proof of compliance with rabies vaccine law and a license. Municipality shall receive a monthly report.

8. Municipality shall be entitled, at all times during the term of this Agreement, to designate a non-voting liaison to Provider's Board of Directors.

9. The Provider shall indemnify the Municipality against any and all loss, damages, costs and expenses arising out of any third-party claim for bodily injury (including death) and/or property damage related to this Agreement, or the actions taken by Provider, its agents or employees in fulfilling Provider's obligations under this Agreement or under applicable law.

10. Provider agrees that Provider will at all times during the term of this Agreement keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Wisconsin Office of the Commissioner of Insurance. Provider shall also name Municipality as an additional insured on Provider's liability insurance policy required under this Section. Upon the execution of this Agreement, Provider will furnish Municipality with written verification of the existence of such insurance in the form of a Certificate of Insurance.

11. In the event of any action, suit or proceeding against Provider upon any matter herein indemnified against, Provider shall, within five (5) working days give notice in writing to Municipality by certified mail addressed to its post office address.

12. This Agreement shall automatically be renewed from year to year on a calendar year basis on identical terms unless terminated upon sixty (60) days' written notice by certified mail by either party to the addresses set forth above.

13. Any renegotiation or modification of this Agreement shall be proposed in writing by the requesting party to the other party at least sixty (60) days prior to the expiration of the term of the Agreement. In addition, the effective date of any term as renegotiated or modified shall not commence until the commencement of the term next succeeding.

14. If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining covenants, restrictions, and provisions of this Agreement will remain enforceable.

15. In the event Provider becomes insolvent, files a petition of bankruptcy, makes an assignment for the benefit of creditors, or a petition of involuntary bankruptcy is filed against said corporation, then and in that event, this contract shall become null and void at the option of Municipality.

16. It is understood and agreed that the entire agreement between the parties contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all prior oral and written agreements and negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto affix their hands and seals at the Town of Brookfield, Wisconsin.

Dated this ____ day of _____, 2022.

Keith Henderson, Town Board Chairman
Town of Brookfield

Tom Hagie, Town Administrator
Town of Brookfield

Jennifer Matter, Board President
Elmbrook Humane Society, Inc.

Natalie Hoskins, Executive Director
Elmbrook Humane Society, Inc.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF BROOKFIELD AND WAUKESHA COUNTY

Regarding the Municipal Recycling Dividend Program

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is between the Town of Brookfield (“Municipality”) and Waukesha County – Department of Parks and Land Use (“County”) a body corporate and politic. The Town of Brookfield a municipal corporation and County may be referred to individually or collectively in the Agreement as the “Party” or “Parties” respectively.

RECITALS

WHEREAS, since 1990, the County has served as a “Responsible Unit” (“RU”) for recycling under Chapter 287 Wisconsin Statutes for twenty-five (25) participating communities through a Resolution, including the Municipality;

WHEREAS, the public/private partnership at the County-owned Material Recovery Facility (“MRF”) in Waukesha has allowed the County to provide participating communities over \$12 million in tax relief (“dividend payments”) and numerous services at no cost, such as recyclable processing, public education programs, household recyclable containers, special event containers and regional recyclable drop-off boxes;

WHEREAS, between 2007 and 2012, a series of independent and joint studies were completed by both the County and the City of Milwaukee (“City”) to determine the best future path for recyclable processing to adapt to the industry trend of single sort collection and processing systems;

WHEREAS, in 2014, after completing a competitive joint request for proposal (RFP) process, the County and City executed an intergovernmental agreement and concurrent contracts with a private company to design, build and operate a Joint City/County MRF in Milwaukee (“Joint MRF”), which began processing single sort recyclables for both communities in March 2015;

WHEREAS, in 2021, the County and participating communities convened a Recycling Dividend Workgroup to discuss financial support for municipal recycling costs; and

WHEREAS, in accordance with the final recommendations of the Recycling Dividend Workgroup, a formulaic approach will be utilized in determining when dividend payments may be made to participating communities as financial support for municipal recycling costs, and when tipping fees may be charged to participating communities in order to maintain an appropriate MRF Fund Working Capital balance.

NOW THEREFORE, in consideration of these premises, the County, serving as the RU, and the Municipality, as a participating community, hereby agree as follows:

SECTION 1

SERVICES BY THE MUNICIPALITY

- a. Delivery of Recyclables to Joint MRF. The Municipality shall, through its solid waste collection contract, require: 1) all recyclables to be hauled directly to the Joint MRF located at 1401 W. Mount Vernon Ave, Milwaukee in accordance with Waukesha County Code of Ordinances; and 2) the Municipality's solid waste collector ("SWC") to coordinate with the City and the Joint MRF operator the delivery of recyclables to the Joint MRF at times that maximize efficiencies at the scale and tip floor and minimize traffic back-ups. In the event the Joint MRF is unable to accept recyclables, the Municipality will direct the SWC to deliver recyclable materials to an alternate location for a designated time, as directed by the County, at no additional cost to the Municipality through a contract between the County and the Municipality's SWC.
- b. Record Keeping and Reporting. The Municipality shall keep records and, through an Internet-based County reporting system, provide annual data required to complete DNR Recycling Grant application and annual reports in accordance with the Waukesha County Code of Ordinances. Additionally, the Municipality shall, through their solid waste collection contract, require their SWC to keep records, provide the necessary data and reports to the County, maintain compliance with applicable state or local codes, program rules, and to comply with the requirement for delivery of recyclables to the Joint MRF. This includes, but is not limited to, providing up-to-date information on haul routes, collection days, and contamination.
- c. Collection Contracts. The Municipality shall provide the County a current copy of their solid waste collection contract including any future amendments or contracts.
- d. Solid Waste Collection Contract Compliance Requirements. The Municipality shall attach and incorporate the attached Exhibit B into the terms of their solid waste collection contract, which describes the Municipality's solid waste and recycling hauler requirements contained in this Agreement.
- e. Responsible Contact. Municipality will designate an individual to serve as the Responsible Contact to receive recycling updates from the County and participate in the Recycling Dividend Workgroup as further defined in this Agreement.

SECTION 2

SERVICES BY THE COUNTY

- a. Educational Program Services. The County will provide educational program services in accordance with the requirements of an "effective recycling program" under Chapter NR 544 Wisconsin Administrative Code.

- b. Effective Recycling Program. The County will provide compliance assurance as required of an “effective recycling program” under Chapter NR 544 Wisconsin Administrative Code.
- c. Recycling Updates. The County will provide recycling updates, including but not limited to current contamination rates and current material sale rates. These updates shall be provided to the Municipality’s Responsible Contact every two months.
- d. Annual Planning and Implementation Meeting. The County will host an annual program planning and implementation meeting to provide a comprehensive program update to the Municipality.
- e. Components and Calculations. The County will annually provide a list of included components and a calculation for the additional recycling services and education partnership portions of the dividend.
- f. Recycling Dividend Workgroup. The Recycling Dividend Workgroup is composed of volunteer Responsible Contacts from participating communities. The County shall meet with the Recycling Dividend Workgroup as needed and will take into consideration any recommendations of the Recycling Dividend Workgroup on program elements.

SECTION 3

PAYMENTS AND FEES

- a. Dividend Payments. Commencing in 2022, County will calculate dividend payments to Municipality for inclusion in the following budget if as of December 31st of the preceding year in which the dividend payment is to be calculated, (1) the MRF Fund’s Working Capital is above the cap set by the County and as further defined in Exhibit A, Section 1 and (2) the recycling program’s audited financial statements show a positive cash flow at the close of the Waukesha County fiscal year as verified in the County’s Annual Comprehensive Financial Report.
 - i. Working Capital is defined as the current assets minus the current liabilities, exclusive of the following: 1) Funds specifically reserved for equipment repairs or upgrades; 2) Grant funds received in excess of the state’s basic recycling grant; and 3) The recycling consolidation grant to Responsible Units.
 - ii. Positive cash flow is defined as the positive net change in Working Capital from the previous year.
- b. Tipping Fees. Tipping fees shall be charged to the Municipality if as of December 31st of the preceding year in which the tipping fee is calculated, the MRF Fund Working Capital is below the floor set by the County and as further defined in Exhibit A, Section 1. Municipality shall pay any tipping fees in accordance with the terms of this Agreement.

- c. Calculation of Dividend Payments and Tipping Fees. Any dividend payments or tipping fees shall be determined by County in accordance with Exhibit A, which is hereby incorporated into the terms of this Agreement.
- d. Timing of Payments and Fees. County will provide status updates regarding estimated dividend payments or tipping fees throughout the auditing and budgeting process. A final invoice if applicable will be issued by March 1 and final payments shall be made by April 1 in the year following the year in which the fee or payment was calculated. Illustration: Audited financials of 2021 are released May 1, 2022. These results are used to determine if there is a dividend payment or tipping fee and the total amount. Staff will calculate each participating community's dividend payment or tipping fee, communicate that to the Municipality, and incorporate it into the budget for the following year. By March 30, 2023 an invoice will be provided (if necessary) and payment will be made by April 1, 2023.

SECTION 4

MISCELLANEOUS

- a. Authority and Responsibilities. Nothing in this Agreement forfeits any RU rights and responsibilities of the County, or any other Municipality or County's rights or responsibilities under state or local laws. The County remains responsible for implementing a recycling education program for residents of the Municipality and for complying with other requirements of an "effective recycling program" under Chapter NR 544 Wisconsin Administrative Code.
- b. Responsible Contacts. Upon execution of this Agreement, the County, and the Municipality each shall designate in writing a primary person as a Responsible Contact to be responsible for carrying out the activities described in this Agreement.
- c. Review and Amendments. All changes to the main body of this Agreement shall be mutually agreed upon between the Parties and shall be in writing and designated as written amendments to this Agreement. The County has the authority to change the MRF Fund Working Capital cap and floor balances identified in Exhibit A upon providing twelve months' advance written notice of any changes to the Municipality.
- d. Effective Date and Term. Upon execution by both parties, this Agreement shall become effective on January 1, 2023, and shall remain in effect until January 1, 2030, unless otherwise terminated in writing by either party upon a one (1) year written notice to the other party. Termination of this Agreement does not alter the County's status as the Responsible Unit or the Municipality's responsibilities as a participating community in the Responsible Unit.

- e. Severability. If any clause, provision or section of this Agreement be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision, or section shall not affect any of the remaining provisions of this Agreement.
- f. Notices. Any and all notices regarding termination of this Agreement shall be in writing and deemed served upon depositing same with the United States postal Services as “Certified Mail, Return Receipt Requested”,

Addressed to the Municipality at:

XXXX

and to the County at:

Solid Waste Supervisor
Department of Parks and Land Use
515 W. Moreland Blvd., Room AC 260
Waukesha, WI 53188
262.896.8300

- g. Binding Agreement. This Agreement is binding upon the parties hereto and their respective successors and assigns.

WAUKESHA COUNTY:

By: _____ Date: _____

Dale R. Shaver, Director - Department of Parks and Land Use

MUNICIPALITY

By: _____ Date: _____

Name

Attest: _____

Name, Clerk

EXHIBIT A

Dividend Payment and Tipping Fee Formula

SECTION 1

MRF FUND WORKING CAPITAL

The County will set the MRF Fund Working Capital cap and floor balances to be utilized in determining when a dividend payment or tipping fee will be issued. The County has identified the following minimum balances, excluding grant issued funds and segregated funds for equipment repair and maintenance and efficiency improvement, to be utilized in determining when a dividend payment or tipping fee will be issued:

Cap \$3,500,000.00

Floor \$3,100,000.00

The County has the authority to change the MRF Fund Working Capital cap and floor balances upon providing twelve months' advance written notice of any changes to the Municipality. Any changes to these balances will be based upon several factors including but not limited to market conditions, net commodity revenue, the analysis and recommendations of a third-party vendor and input from local subject matter experts.

SECTION 2

DIVIDEND CALCULATION

Dividend payments will be determined when (1) the MRF Fund Working Capital is above the cap identified in Section 1, and (2) the recycling program's audited financial statements of the preceding year show a positive cash flow as defined in Section 3(a) of the Agreement. The Dividend payment calculation will be determined by the County based on County's audited financial statements. This amount shall be divided between the participating communities in the Responsible Unit. The formula utilized by County to determine a Municipality's dividend payment will be based on the following considerations:

- 50% of the dividend will be based upon the proportion of the 5-year average of total eligible costs the Municipality paid for eligible recycling expenses.
- 35% of the dividend will be based upon the number of eligible households in a participating community as a proportion of the total number of eligible households in the program. Eligible households, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), will be identified by the Municipality's January hauling invoice from the SWC or, if not available, according to the County's GIS system. A multiplier of 1, 1.2, 1.4, 1.6, 1.8, or 2 will also be incorporated based on the distance the Municipality is located from the Joint MRF with 1 being the nearest and 2 being the furthest in proximity to the Joint MRF.

- 7.5% of the dividend will be based upon additional recycling services Municipality provides for its residents or all County residents for a minimum of 12 months. In order to qualify, Municipality must provide evidence of said services that is satisfactory to the County. A list of qualifying services and the corresponding scores will be provided on an annual basis to the participating communities. The number of services provided and whether the services are provided to all County residents or the participating community's residents will earn the Municipality a score of 0, 0.5, 2, or 3. A numerical assignment of 3 represents the highest number of services provided.
- 7.5% of the dividend will be allocated based on education and outreach partnership opportunities in which a Municipality collaborates with the County. A list of qualifying opportunities and the corresponding scores will be provided on an annual basis to the participating communities. The number of services provided and whether the services are provided to all County residents or the municipalities' residents will earn Municipality a score of 0, 1, 2, or 3, with 3 being the highest number of qualifying opportunities.

Illustration: Municipality "Y" has a 5-year average of total eligible recycling costs of \$500,000 and the 5-year average of the total eligible recycling costs for all participating communities is \$7,000,000. Municipality "Y" has 4,760 eligible households and the total number of eligible households for all participating communities is 200,000. Municipality "Y" is located 38 miles away from the Joint MRF, earning a multiplier of 2 for its eligible household points. Municipality "Y" also provided additional services for all County residents earning an additional recycling services score of '2' and partnered on education and outreach with the County, earning an education and partnership score of '3'. The total number of additional service points for all participating communities is 14.5 and the total number for education and outreach partnership points is 20. In this illustration, the total dividend available to be divided is \$100,000. Accordingly, Municipality "Y" will receive the following: 1) 7.14% or \$3,570 for its 5-year average of total eligible recycling costs in proportion to the total eligible recycling costs for all participating communities; 2) 4.76% or \$1,666 for its eligible households in proportion to the total number of eligible households in all participating communities after factoring in the multiplier for proximity to the Joint MRF; 3) 13.79% or \$1,034 for additional recycling services; and 4) 15% or \$1,125 for education and outreach partnership opportunities. Therefore, Municipality "Y"'s total dividend payment, after taking into account all of the aforementioned considerations, would amount to \$7,395.

SECTION 3

TIPPING FEE CALCULATION

Tipping Fees will be charged to the Municipality and Municipality agrees to pay same when (1) the MRF Fund Working Capital is below the floor identified in Section 1. The tipping fee calculation will be determined by the County based on the County's audited financial statements. This amount shall be divided between the participating communities in the Responsible Unit according to the following formula:

$$\text{Fee} = \text{EH} * [(\text{F}-\text{B}) / \text{TH}]$$

Whereas:

- EH = Number of eligible households in a municipality, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), which will be identified by the Municipality's January hauling invoice from the SWC or, if not available, according to the County's GIS system
- F=MRF Fund Working Capital floor
- B=Balance of the MRF Fund Working Capital as defined by Section 3(a) of the Agreement and Exhibit A, Sec. 1
- TH = Total eligible households from all participating communities in the County's RU, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), which will be identified by the municipalities' January invoices from the SWCs or, if not available, according to the County's GIS system.

EXHIBIT B

Collection Contract Compliance Items Related to Waukesha County's Municipal Recycling Dividend Program

The Contractor shall comply with the provisions below, which are required to maintain eligibility for payments from Waukesha County ("County") through an intergovernmental agreement (IGA) with [insert Municipality name] or Local Unit of Government ("LUG"). In case of conflict with other provisions of this Contract, this Exhibit shall prevail.

A. Recycling Container Provisions

1. Recycling Container Standards. All recycling containers shall be for single sort recycling and shall meet County standards for in-mold educational labeling, identifying recyclable and non-recyclable/hazardous materials. All containers shall have a 10-year warranty.
2. Distribution and Use of Recycling Containers. Contractor shall, by the dates specified in this Contract, distribute recycling containers to each household/unit served under this Contract. Contractor shall ensure these containers are only used for recycling. Contractor shall notify any non-complying household/unit at the time non-compliance is observed, and shall track and report a summary of non-compliance to the LUG monthly.
3. Distribution of Educational Materials. Contractor shall attach educational materials to the top of each recycling container upon delivery of the containers, as noted above. The educational materials will be provided to the Contractor by the County at no cost to the Contractor.
4. Contractor Report on Containers. Contractor shall provide the County an annual (calendar year) report by March 1 each year on the number and size(s) of recycling containers used within the LUG, including the number of households/units.

B. Direct Haul Provisions

1. Direct Haul. Contractor shall deliver all recyclable materials collected under this Contract to the Joint MRF at 1401 W. Mount Vernon Ave., Milwaukee, WI.
2. Delivery Protocol. Contractor shall coordinate delivery times with the City of Milwaukee and the Joint MRF operator (i.e., Republic Services) to maximize efficiencies at the truck scale and tip floor and minimize traffic back-ups. For all recyclable deliveries to the Joint MRF, Contractor shall comply with the County Protocol, which is subject to periodic updates to meet the stated intent.
3. Record Keeping and Reports. Contractor shall keep records and provide all requested data and reports to the County as needed to administer the IGA and maintain compliance with applicable state or local codes, program rules, and the protocol for delivery of recyclables to the Joint MRF. This includes, but is not limited to, providing up-to-date information on haul routes, collection days and times, and vehicles used to collect recyclables.
4. Alternate Processing. In the event the Joint MRF is unable to accept recyclables the Contractor shall deliver recyclable materials to an alternate location for a designated time, as directed by the County. [Note: Any additional transportation and processing costs will be covered by separate contract with the County or the Joint MRF operator.]

Ord. No.: 2023-01

**ORDINANCE REPEALING AND RECREATING SECTION 2.07(1)(a) OF THE
MUNICIPAL CODE OF THE TOWN OF BROOKFIELD**

NOW THEREFORE, the Town Board of the Town of Brookfield, Wisconsin does ordain
as follows:

SECTION 1: Section 2.07(1)(a) of the Town Code is hereby repealed and recreated as
follows:

The Town Board may act upon an ordinance on the same day such ordinance was
introduced and no first reading shall be required. Any ordinance may only be
approved by a majority vote of the Town Board.

SECTION 2: All other provisions in Section 2.07 of the Town Code shall remain in full
force and effect.

SECTION 3: All ordinances or parts of this ordinance conflicting or contravening the
provisions of this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect upon passage and posting or publication as
provided by law.

PASSED AND ADOPTED by the Town Board of the Town of Brookfield, Waukesha
County, Wisconsin this _____, day of _____, 2023.

BY: _____
KEITH HENDERSON, Chairman

BY: _____
STEVE KOHLMANN, Supervisor

BY: _____
MICHAEL SCHMITT, Supervisor

BY: _____
JOHN R. SCHATZMAN, Supervisor

BY: _____
RYAN STANELLE, Supervisor

ATTEST: _____

Name: _____

Title: _____

Ord. No.: 2023-02

**ORDINANCE CREATING SECTION 2.16 OF THE MUNICIPAL CODE OF THE
TOWN OF BROOKFIELD**

NOW THEREFORE, the Town Board of the Town of Brookfield, Wisconsin does ordain
as follows:

SECTION 1: Section 2.16 of the Town Code is hereby created as follows:

Tie Vote. In the case of a tie on any motion or measure before the Town Board, the
motion or measure shall fail.

SECTION 2: All other provisions of the Town Code shall remain in full force and effect.

SECTION 3: All ordinances or parts of this ordinance conflicting or contravening the
provisions of this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect upon passage and posting or publication as
provided by law.

PASSED AND ADOPTED by the Town Board of the Town of Brookfield, Waukesha
County, Wisconsin this _____, day of _____, 2023.

BY: _____
KEITH HENDERSON, Chairman

BY: _____
STEVE KOHLMANN, Supervisor

BY: _____
MICHAEL SCHMITT, Supervisor

BY: _____
JOHN R. SCHATZMAN, Supervisor

BY: _____
RYAN STANELLE, Supervisor

ATTEST: _____

Name: _____

Title: _____

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

Telephone: 262-796-3788
FAX: 262-796-0339



December 22, 2022

Medium duty single axel utility/bucket truck for Public Works Department

1. Utility Sales and Service VST40I

New: Aerial, Body, Accessories and Installation	\$124,746.00
New: Chassis: Ford F-550 4 x 4 Gas Regular Cab	\$57,797.00
Total:	\$182,543.00

2. Utility Sales and Service VST40I

New: Aerial, Body, Accessories and Installation	\$91,772.00
New: Ewald Auto Group	\$48,582.00
Total	\$140,354.00

3. Global Rental Co., Inc./Altec AT40G

New: Aerial, Body, Accessories and Installation on a Ford F-550 4 x 4 Diesel Regular Cab.	\$147,380.00
Used: 2019 Altec AT40G Aerial, body, accessories on A Ford F-550 Chassis Diesel 4 x 4 Regular Cab	\$115,000.00

The Public Works Department recommends the bid of \$115,000.00 from Global Rental Co., Inc./Altec for the used 2019 AT40G complete unit.

**TOWN OF BROOKFIELD
PLANNING COMMISSION RECOMMENDATIONS
DECEMBER 27, 2022**

Town Chairman Keith Henderson called the meeting to order at 7:00pm on Tuesday, December 27, 2022, at the Town of Brookfield Town Hall, 645 North Janacek Road, Brookfield, Wisconsin. Also present at the meeting was Supervisor Mike Schmitt; Commissioners Gordon Gaeth, Len Smeltzer, and Jeremy Watson; and Town Planner Bryce Hembrook. Commissioners Riordan and Neville were absent.

RECOMMENDATION TO SCHEDULE A PUBLIC HEARING FOR A CONDITIONAL USE PERMIT REQUEST TO ALLOW A COMMERCIAL DAY CARE CENTER IN THE B-3 OFFICE AND PROFESSIONAL BUSINESS DISTRICT, LOCATED 20711 WATERTOWN ROAD.

Commissioner Watson moved to **recommend setting the public hearing date** for the January 24, 2023 Plan Commission meeting to discuss a conditional use request to allow a Commercial Day Care Center in the B-3 zoning district.

The motion was seconded by Gaeth and carried unanimously.