



Office of the Town Clerk

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

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

MEETING AGENDA

Tuesday, March 19, 2024
7:00pm

Town Board
Utility District No. 1
Sanitary District No. 4

Eric Gnant Room
TOB Municipal Building
645 N. Janacek Rd., Brookfield, WI

<u>Item #</u>	<u>Topic</u>	<u>Attachments</u>
1.	Call to Order.	
2.	Meeting Notices: <i>Confirmation the meeting was publicly noticed.</i>	
3.	Adoption of the Agenda.	
4.	PUBLIC HEARING: Ordinance Repealing and Recreating Sections 5.23(1) and 5.23(1)(a) of the Municipal Code, relating to Fire Department Plan Reviews.	Included
5.	PUBLIC HEARING: Resolution 2024-02: Resolution of the Town Board to Vacate and Discontinue a Portion of Bluemound Frontage Road.	Included
6.	Approval of Minutes: March 5, 2024 Meeting of the TD, UD1, SD4.	Included
7.	Citizen Comments. <i>Three minute limit.</i> <u>Old Business:</u> <i>None.</i> <u>New Business:</u>	
8.	Contract with Johnson's Nursery for Yard Waste Collection. Based on the draft document "Yard and Wood Waste Processing Contract."	Included
<u>Departments, Boards, Committee / Commission Reports and Recommendations:</u>		
9.	Planning Services & Administration: Resolution 2024-02: Resolution of the Town Board to Vacate and Discontinue a Portion of Bluemound Frontage Road.	Included
10.	Plan Commission: Certified Survey Map for the properties located at: <ul style="list-style-type: none">18900 W Bluemound Road (Tax Key #BKFT1124999002).18880 W Bluemound Road (Tax Key #BKFT1124999004).	Included
11.	Fire Department: Ordinance Repealing and Recreating Sections 5.23(1) and 5.23(1)(a) of the Municipal Code, relating to Fire Department plan reviews.	Included
12.	Treasury: Review of Vouchers and Checks.	Included
13.	Communications and Announcements.	
14.	Adjourn.	

Posted March 15, 2024

Deanna Alexander, MPA. Town Clerk, Town of Brookfield

**PUBLIC HEARING
ORDINANCE RELATING TO FIRE DEPARTMENT PLAN REVIEWS
TOWN OF BROOKFIELD, WAUKESHA COUNTY
MARCH 19, 2024**

Notice is hereby given that a PUBLIC HEARING on the **Repeal and Recreation of Sections 5.23(1) and 5.23(1)(a) of the Municipal Code, relating to Fire Department plan reviews**, in the Town of Brookfield, Wisconsin, will be held on **Tuesday, March 19, 2024 at 7pm** in the Town Hall, 645 N. Janacek Road, Brookfield, Wisconsin 53045. The proposed Ordinance changes are available for inspection in the Office of the Town Clerk located at the same address. The public may comment on the proposal at the public hearing.

Deanna Alexander, Town Clerk

**PUBLIC HEARING
DISCONTINUANCE OF PUBLIC WAY
TOWN OF BROOKFIELD, WAUKESHA COUNTY
MARCH 19, 2024**

Notice is hereby given that a PUBLIC HEARING on the **Discontinuance of Public Way via Resolution 2024-02** in the Town of Brookfield, Wisconsin, will be held on **Tuesday, March 19, 2024 at 7pm** in the Town Hall, 645 N. Janacek Road, Brookfield, Wisconsin 53045. The Resolution of the Town Board to Vacate and Discontinue a Portion of Bluemound Frontage Road (Res 2024-02) is available for inspection in the Office of the Town Clerk located at the same address. The location under consideration is located in the area immediately northwest of the intersection of W. Bluemound Rd. and N. Brookfield Rd., for the purposes of accommodating alternative positioning of business signage. The public may comment on the proposal at the public hearing.

Deanna Alexander, Town Clerk



Office of the Town Clerk

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

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

MEETING MINUTES - DRAFT

Tuesday, March 5, 2024
7:00pm

Town Board
Utility District No. 1
Sanitary District No. 4

Eric Gnant Room
TOB Municipal Building
645 N. Janacek Rd., Brookfield, WI

Item # Topic

1. Call to Order.
 - The meeting was called to order at 7:00pm.
 - Town Board Membership – Present: Chairman Keith Henderson, Supervisors Steve Kohlmann, Ryan Stanelle, John Charlie's, and John Schatzman. Absent: None. A quorum was met (5-0).
 - The meeting was staffed by Administrator Tom Hagie, Clerk Deanna Alexander, Planner Bryce Hembrook, and Attorney Michael Van Kleunen.
2. Meeting Notices: The Clerk confirmed the meeting was publicly noticed.
3. Adoption of the Agenda.
 - Motion by Schatzman to approve the agenda; seconded by Stanelle. Motion prevailed by a voice vote, (5-0).
4. Approval of Minutes: **February 20, 2024 - TB, UD1, SD4 Meeting.**
 - It was noted that the minutes should distinguish between the two votes for minutes approval to show that one vote was for each of two portions of the minutes.
 - Motion by Stanelle to approve the minutes with the noted change; seconded by Kohlmann. The motion prevailed by a voice vote (5-0).
5. Citizen Comments. *Three minute limit.*
 - No members of the public requested to be heard.

Old Business: *None.*

New Business: *None.*

Departments, Boards, Committee / Commission Reports and Recommendations:

8. Plan Commission: **A Recommendation for Final Approval of a New Building Consisting of a Three-Story Salon Suite Facility, Located at 21055 Crossroad Circle.**

Ryan Janssen appearing, representing Avery & Birch.

 - The Town Planner presented an overview. The developer sought to show they want to divide the lot and showed how the lot size and shape of the resulting parcels would continue to meet zoning requirements. The Architectural Review Committee and Plan Commission have both recommended approval.
 - The Chairman noted that the Plan Commission had a concern about the height of the building being the same height as the nearby trees, so there may be some unwanted visibility between the houses and the building.
 - Schatzman stated that he thought that whenever there are signs or lighting for a new building, they are supposed to be included in the plans. The Attorney opined that the code is not presently written in a way that requires sign information to be included in the package for final approvals, so an applicant can

bifurcate the process and seek separate sign approval on its own application. Schatzman asked if the landscape bond had been considered and asked for a non-annexation agreement.

- Kohlmann stated that he dislikes the design of the building.
- Motion by Schatzman to approve, contingent upon a storm water maintenance agreement, non-annexation agreement, signs to come back to board for approval prior to installation, and town engineer approval, seconded by Stanelle. Motion prevailed by a voice vote of
- Motion prevailed on a voice vote (4-1). No: Kohlmann.

9. Fire Department: **Fire Chief Job Description Approval.**

- Members discussed whether to include or exclude certain language about criminal records versus criminal convictions, and language about being a "Citizen of the United States in good standing." The board made consensus to eliminate "in good standing" and the portion about the criminal record; and to add noting that there will be a Town phone provided.
- Motion by Charlier to approve the Fire Chief Job Description as advised for amending; seconded by Kohlmann. Motion prevailed by a voice vote, (5-0).

11. Treasury: **Review of Vouchers and Checks.**

Motion by Kohlmann to approve the vouchers and checks as presented for \$215,026.87; seconded by Charlier. Motion prevailed by a voice vote, (5-0).

12. Communications and Announcements.

- Chair discussed request to WTA to get money for roads, putting out Davidson Road, in two projects, one west of Barker and one east of Barker; and neighboring municipalities would join in the project. We were rated the number one project in the district. There's a 70% split, where the Town would still have to cover 30% of it. Out of 342 projects ranked, Town of Brookfield came out #1.
- Reminder of Easter Egg Hunt on March 30th.
- Administrator announced 20-year Carol White celebration at Town Hall next Thursday.
- Administrator announced that on May 22nd there is a WISDOT Hwy59 informational meeting.
- The Clerk asked about minutes and the Board members' comfort level with the detail level.
- Charlier asked what the state is doing around Doral Rd. Administrator responded its fiber installation.
- Kohlmann asked if there was any discussion with the Waukesha highway department about the potholes at Barker & Bluemound. The Administrator responded no. He also asked if there was any update on the Master Z's sign, and Don & Roy's sign. The Attorney and Administrator said there seems to be an application forthcoming. Kohlmann asked for it to be a discussion item for a future meeting.
- Stanelle noted that right at the end of the Melting Pot, there were some cold packs put in and there are some significant holes there. The Administrator stated that the Town is no longer involved in that maintenance and he can send a friendly letter recognizing the needed maintenance.

13. Adjourn.

- Motion at 7:45pm by Charlier to adjourn; seconded by Kohlmann. Motion prevailed by a voice vote of (5-0).

Respectfully Submitted March 15, 2024



Deanna Alexander, MPA
Town Clerk, Town of Brookfield

YARD AND WOOD WASTE PROCESSING CONTRACT

This Contract is made and entered into this ____ day of _____, 202__ by and between the City/Village/Town of _____ (the "MUNICIPALITY,") and Johnson's Nursery, LLC. (the "CONTRACTOR").

RECITALS

WHEREAS, The State of Wisconsin banned the disposal of yard waste in landfills in 1993, and

WHEREAS, Waukesha County has served as the Responsible Unit for 26 municipalities since 1999, and

WHEREAS, Waukesha County has facilitated the processing of yard waste for partner communities since 2004, and

WHEREAS, Waukesha County led a coordinated yard and wood waste processing Request for Proposals ("RFP") in 2023 where Johnson's Nursery, LLC. was selected as Waukesha County's vendor, and

NOW THEREFORE, in consideration of the mutual promises set forth in this Contract, the CONTRACTOR and the MUNICIPALITY agree as follows:

1. TERM: _____ through _____.
2. SITE: The Yard and Wood Waste drop-off and processing site (the "SITE") is located at W180 N6275 Marcy Road, Menomonee Falls, WI 53051, which is owned by Johnson's Nursery, LLC. The MUNICIPALITY is solely responsible for transportation of its Yard Waste and Wood Waste to the SITE.
3. ACCEPTED MATERIAL: Yard Waste is defined as leaves, grass clippings, yard and garden material. Wood Waste is defined as clean woody vegetative material generally free of soil and rocks. Yard Waste and Wood Waste, will be accepted at the SITE, but must be delivered in separate trucks and dumped in different locations indicated on site. All delivered material must be free of contaminants. CONTRACTOR acknowledges that, due to the large amounts of delivered material, some Wood Waste (such as twigs and branches) may on occasion be comingled with Yard Waste. So long as such commingling does not occur in significant amounts or on a repetitive basis, CONTRACTOR shall accept the delivered material without any additional charge to the MUNICIPALITY.
4. UNACCEPTABLE MATERIAL: Except as otherwise provided in Section 3 above, Any load containing materials not meeting the definition of Yard Waste or Wood Waste is unacceptable for delivery to the SITE and is subject to rejection by the CONTRACTOR. The presence of glass, metal, plastic, or any "trash" in addition to hazardous waste containers, or the presence of unusual colors, chemicals or odors in a delivery, shall also be cause for rejection of the load. For any rejected load, the MUNICIPALITY shall be responsible for the expense to remove and dispose the material. If the material has been dumped the CONTRACTOR will handle removal and disposal at the MUNICIPALITIES expense. The decision to reject any load as unacceptable lies solely with the discretion of the CONTRACTOR. If CONTRACTOR rejects a load, it shall provide written notice to the MUNICIPALITY and the opportunity to correct the rejected load in accordance with this Agreement. If MUNICIPALITY corrects the rejected load, CONTRACTOR shall not charge the MUNICIPALITY any additional fee.

6.5. GENERAL SCOPE OF WORK:

- a. The MUNICIPALITY shall deliver to the SITE, Yard Waste and Wood Waste that is collected by the MUNICIPALITY or from residents of the MUNICIPALITY, whether such collection is at a drop-off site, through curb-side collection, or some other method, and all Yard Waste and Wood Waste that is generated by the MUNICIPALITY itself through any of its park, road or other governmental operations.
- b. Wood Waste shall be delivered separately from Yard Waste.
- c. Delivery times and dates shall be coordinated between the MUNICIPALITY or its contracted hauler and the CONTRACTOR. The CONTRACTOR will accept deliveries during (hours and days): 7:00AM -5:00 PM Monday-Saturday
- d. The CONTRACTOR will provide a website for entering dumping tickets electronically. Driver's will need to enter Hauler Name, Municipality, Load Size, Load Type, Approximate Volume in Yards, Driver Name, Truck Number, and certify that they have inspected the load to verify it doesn't contain any contaminated material. Drivers/Haulers who do not use the electronic ticketing system will not be allowed to dump.

7.6. RECORD KEEPING AND REPORTS:

- a. The Contractor must keep adequate monthly records and submit invoices to the contracted municipality. The Contractor must submit annual reports to the County, which will be used for annual reporting. The annual reports shall be submitted electronically through e-mail to the MUNICIPALITY, and shall include the following minimum information:
 - i. Number of loads of all yard and wood wastes, delivered to the SITE, including truck numbers, date, time, truck type and type of waste for each delivery.
 - ii. Records of any rejected load, including the reasons for the rejection and the source of the material.

8.7. PROCESSING FEE:

- a. For each load of Yard Waste delivered to the SITE by the MUNICIPALITY, the MUNICIPALITY shall pay the CONTRACTOR \$114 per load less than 20 yards and \$144 per load equal to or larger than 20 yards. Commencing with January 1, 2025, and for each contract year thereafter, this per yard payment shall be adjusted based upon the Consumer Price Index - Urban for the previous July, with no increase to exceed 10% of the previous per yard amount.
- b. For each load of Wood Waste delivered to the SITE by the MUNICIPALITY, the MUNICIPALITY shall pay the CONTRACTOR \$114 per load less than 20 yards and \$144 per load equal to or larger than 20 yards. Commencing with January 1, 2025, and for each contract year thereafter, this per yard payment shall be adjusted based upon the Consumer Price Index - Urban for the previous July, with no increase to exceed 10% of the previous per yard amount.
- c. Payment shall be made by the MUNICIPALITY on a monthly basis, on or about the 20th day of each month for all loads received by the MUNICIPALITY during the previous month.
- d. Except as provided in Sections 3 and 4, if a MUNICIPALITY delivers anything to the SITE that is not Yard Waste or Wood Waste, the delivery shall be rejected by the CONTRACTOR and

any such items or material shall be removed from the SITE by the CONTRACTOR. Stumps with intact root balls are specifically excluded from the definitions of Yard Waste and Wood Waste and shall not be delivered to the SITE. The presence of glass, metal, plastic, or any "trash" in addition to hazardous waste containers in a delivery, or the presence of unusual colors, chemicals or odors in a delivery, shall be cause for rejection of the delivery. Removal will be completed by the CONTRACTOR and paid by the MUNICIPALITY.

- e. For removal and disposal of any unacceptable materials, MUNICIPALITY shall pay the CONTRACTOR \$250 plus the additional cost of CONTRACTOR'S time required to remove and properly dispose of it.
- f. For relocation of material dumped in the incorrect location, MUNICIPALITY shall pay the CONTRACTOR \$250 plus \$250 each additional hour to relocate the material.
- g. For repairing any damage caused by MUNICIPALITY'S hauler (i.e. driving into areas roped off and creating work to regrade), MUNICIPALITY shall pay the CONTRACTOR \$250 per hour to repair any damage caused by haulers to the SITE.

9-8. MISCELLANEOUS:

- a. The CONTRACTOR shall comply with all applicable laws, regulations, ordinances, codes, and rules and any permits applicable to processing recyclable materials.
- b. This CONTRACT may not be assigned by the CONTRACTOR without the prior written consent of the MUNICIPALITY.
- c. Neither the MUNICIPALITY nor the CONTRACTOR shall have any responsibility to perform services for or to assume obligations which are the obligation of the other Party. The CONTRACTOR agrees that it is an independent entity with respect to the services provided pursuant to this CONTRACT. Nothing in this CONTRACT shall be considered to create the relationship of employer and employee between the Parties or their respective employees.
- d. Unless otherwise specifically provided by the terms of this CONTRACT, no delay or failure to exercise a right or to declare any breach of this CONTRACT shall impair the right or shall be construed to be a waiver of a default, but the right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting the waiver. If any representation, warranty or covenant contained in this CONTRACT is breached by either Party and waived by the other Party, the waiver shall be limited to the particular breach waived and shall not be deemed to waive any other breach under this CONTRACT. One or more waivers by any Party of any term of this CONTRACT will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any Party with respect to any act by the other Party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such Party.
- e. No amendment, modification, change or extension of this CONTRACT shall be effective unless it is in writing and executed by the Parties.
- f. In the event that any provision of this CONTRACT in any respect shall, for any reason, be determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the other terms of this CONTRACT shall remain in full force and effect and be construed in such a manner as to implement and give effect to the intentions of the Parties as reflected in the

CONTRACT. To the extent necessary to have such effect, the Parties shall negotiate in good faith for necessary amendments, modifications, or supplements of or to this CONTRACT.

- g. In connection with the performance of work under this CONTRACT, the CONTRACTOR agrees not to discriminate against any employee, applicant for employment, or actual or potential recipients of services because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with, any of these protected categories. 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. The CONTRACTOR agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause.
- h. Disputes by either party as to the applicability of this CONTRACT's provisions including quality or content of delivered materials, non-recyclable residues, recordkeeping or the accuracy of applicable determinations or calculations, shall require notice to the other party in writing (notice via electronic mail is acceptable if acknowledged and accepted by other party). Parties shall make best efforts to resolve such disputes within ten (10) business days. If not resolved, either party may seek such other redress as may be available, including mediation of such dispute if acceptable to both parties.
- i. If a party is unable, in whole or in part, to punctually carry out its obligations under this CONTRACT because of a Force Majeure Event, such party's obligations, to the extent affected thereby, will be extended on a day-by-day basis during the continuance of the delay caused by such event. The party claiming the Force Majeure Event shall use reasonable efforts to remedy such Force Majeure Event as promptly as commercially practicable after such event occurs and at the time that it is no longer applicable. The party affected by the Force Majeure Event shall give the other party notice as soon as commercially practicable (but not later than 15 working days) after such event occurs, at 30-day intervals during any continuation of such incident, and at the time that it is no longer applicable. Notice shall state with particularity the nature of the claimed event and provide a reasonable estimate of the length of any delay in the fulfillment of obligations under this CONTRACT. If a Force Majeure Event lasts for more than 60 calendar days, the party not claiming the Force Majeure Event may terminate this CONTRACT immediately upon providing written notice to the other party. "Force Majeure Event" means the occurrence of an act of God; unusual governmental restrictions, regulation or control, (through no fault of a party); war, riot, fire, drought, flood, explosion, natural disaster, national emergency, or other circumstances, whether or not similar in nature, beyond the reasonable control of the party seeking to be excused from performance hereunder; provided, however, economic conditions do not constitute a Force Majeure Event and a Force Majeure Event will not relieve a party of its payment obligations.
- j. This CONTRACT constitutes the entire CONTRACT between the parties. No modification, amendment, alteration, revision, or waiver of this CONTRACT or any of its provisions shall be permitted by or binding upon the parties unless so agreed in writing.

~~10.9.~~ **CONTRACTOR CANCELLATION:** This CONTRACT may be terminated by ~~either party~~ **CONTRACTOR** with a 90-day written notice by either party.

~~11.10.~~ **INDEMNIFICATION:** The CONTRACTOR shall indemnify, hold harmless and defend MUNICIPALITY, its officers, agents, and employees from and against any and all liabilities, claims, penalties, fines, forfeitures, suits and other costs and expenses incident thereto (including cost of defense, settlement, and reasonable attorney's fees) which may be alleged against MUNICIPALITY or which the MUNICIPALITY may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation or alleged violation of governmental laws, regulations or orders, to the extent that such damage, injury, contamination or violation was caused by acts, errors or omissions of the CONTRACTOR. The indemnification clause shall not apply in the event of sole negligence by MUNICIPALITY officers, agents and employees.

~~12.11.~~ **INSURANCE:** The CONTRACTOR agrees that it will, at all times during the Term, keep in force and effect insurance policies, at its own cost and expense, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the County and Municipality. Such insurance shall be primary, and all insurers must be rated A-VIII or better by A.M. Best. The insurer must be satisfactory to the MUNICIPALITY. The CONTRACTOR shall maintain the following insurance policies at all times during the Term:

a. Workers' Compensation and Employer's Liability:

Workers' Compensation

Employer's Liability

Liability injury by accident

Bodily injury by disease

each accident

each employee

Policy limit

Statutory

\$100,000

\$100,000

\$500,000

To Include:

- Other States coverage
- United States Longshoremen and Harbor Workers Compensation Act Endorsement (if transport of waste of any type includes delivery to sites where material is stored adjacent to navigable bodies of water or must be loaded on vessels, scows, barges, etc.).

b. General Liability Insurance:

Limits of Liability

Bodily injury/property damage

each occurrence

\$1,000,000

General aggregate

\$1,000,000

Products/completed

Operations aggregate

\$1,000,000

To Include:

- Occurrence coverage
- Commercial general liability insuring agreement
- Coverage for the following hazards:
 - Premises/operations

- Products/completed operations
- Independent contractors
- Contractual liability for risks assumed in this Contract
- General aggregate limit to apply to each site
- The County and Municipality, its boards, councils, commissions, agencies, officers, agents and employees are to be named as an additional insured to this General Liability Insurance policy.

c. Motor Vehicle Liability:

Limit of Liability

Bodily injury/property damage	each accident	\$1,000,000
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To include:

- Coverage for the operation of any owned, non-owned, or hired motor vehicle Contractual liability for risks assumed in the Contract
- Pollution Liability – Broadened Coverage for Coverage Autos Endorsement
- MCS – 90 Endorsement

d. Umbrella:

Limits of Liability

Bodily injury/personal injury/

Advertising injury/property damage	each occurrence	\$10,000,000
	General aggregate	\$10,000,000
	Products/completed	
	Operations aggregate	\$10,000,000

To Include:

- Occurrence form will apply over the primary employer's liability, general liability, and automobile liability limits.
- The County and Municipality, its boards, councils, commissions, agencies, officers, agents and employees are to be named as an additional insured to this Umbrella policy.

e. Pollution Legal Liability and Environmental Impairment Liability (EIL)

Limits of Liability

Bodily injury/property damage	each loss	\$10,000,000
	Aggregate	\$10,000,000

To Include:

- Insuring agreement which will protect against sudden and gradual occurrences at:
 - Landfills
 - Other permitted disposal facilities
 - Deletion of contractual exclusion from the insuring agreement
 - Explanation of terms with regard to the time period and cost for extended discovery period.

- Defense costs shall be outside the policy limit.

13.12. TERMINATION: The MUNICIPALITY may terminate this CONTRACT at any time if, in the opinion of the MUNICIPALITY, the CONTRACTOR is not performing in a satisfactory manner. The MUNICIPALITY will give the CONTRACTOR thirty (30) days' advance written notice of the termination. In the event of any such termination, the CONTRACTOR waives any right or remedy against the MUNICIPALITY.

14.13. JURISDICTION/VENUE: The circuit court of Waukesha County, Wisconsin, shall have exclusive jurisdiction and venue for any legal proceedings concerning this CONTRACT, and CONTRACTOR and MUNICIPALITY submit to the jurisdiction of the Waukesha County Circuit Court for such proceedings. All such proceedings shall be governed by the laws of the State of Wisconsin.

15.14. SEVERABILITY: If any provision of this CONTRACT is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the CONTRACT shall remain valid and in full force and effect. The invalid provision shall be replaced by a valid provision that comes closest in intent to the invalid provision.

16.15. NOTICES: Notices required by this CONTRACT shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery and sent by email. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this CONTRACT shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

17.16. CONTACT INFORMATION

For the MUNICIPALITY:

For the CONTRACTOR:

Johnson's Nursery, LLC.
Attn: Rob Dummert
W180 N6275 Marcy Road
Menomonee Falls, WI 53051
Email: rdummert@jniplants.com
Phone: 262-225-2809

MUNICIPALITY

By: _____

Printed Name: _____

Date: _____

CONTRACTOR

By: _____

Printed Name: Rob Dummert

Date: _____

DRAFT

STATE OF WISCONSIN:

TOWN OF BROOKFIELD:

WAUKESHA COUNTY:

RESOLUTION #2024-02

**RESOLUTION OF THE TOWN BOARD TO VACATE AND DISCONTINUE A
PORTION OF BLUEMOUND FRONTAGE ROAD**

THE TOWN BOARD OF THE TOWN OF BROOKFIELD, WAUKESHA COUNTY,
WISCONSIN, DOES ORDAIN AS FOLLOWS:

WHEREAS, pursuant to Wis. Stat. § 66.1003, the Town Board has statutory authority to vacate and discontinue Town right-of-way within its jurisdiction;

WHEREAS, the public interest requires vacation of an public right-of-way as depicted and described on Exhibit 1, as this is a segment of public way that has no utility and the land can be used by the abutting owners;

WHEREAS, this Resolution was introduced in this form before the Town Board of the Town of Brookfield on February 6, 2024;

WHEREAS, following introduction of this Resolution, the Town Board set a date for a public hearing which was not less than forty (40) days after the date on which this Resolution was introduced, specifically on _____, 2024;

WHEREAS, notice of public hearing stating when and where this Resolution would be acted upon and stating what public way is proposed to be discontinued was published as a Class 3 Notice under Chapter 985, Wisconsin Statutes, and in addition was served on the owners of all of the frontage of the lots and lands abutting upon the public way sought to be discontinued (said properties as described in Exhibit 2) in a manner provided for the service of Summons in Circuit Court at least 30 days before the hearing;

WHEREAS, no written objections to the proposed discontinuance have been filed with the Town Clerk by any of the owners abutting on the public way sought to be discontinued, or by the owners of more than one-third of the frontage of the lots or lands abutting on the remainder of the public way which lies within 2,650 feet from the ends of the public way proposed to be discontinued or which lies within that portion of the 2,650 feet that is within the Town limits; or if such objection has been filed, two-thirds of the members of the Town Board voting on the proposed discontinuance have voted in favor of the discontinuance;

WHEREAS, following introduction of this Resolution, a copy of this Resolution was delivered to the Secretary of Transportation as the public way to be discontinued is located within one-quarter mile of a state trunk highway or connecting highway;

WHEREAS, no landlocked parcel will be created by the proposed discontinuance;

WHEREAS, the owners of all of the lands abutting the right-of-way have submitted, or will submit prior to this Resolution taking effect, a certified survey map for approval under Chapter 236 of the Wisconsin Statutes, which will establish the new boundaries of the abutting parcels, including the revision of title as to vacated public way, and further provide an easement for the real property located at 18880 W Bluemound Road (Tax Key No.: BKFT1124999004) to access the portion of the Bluemound Frontage that will remain a public way;

WHEREAS, the Town Board has conducted such public hearing on _____, 2024, pursuant to such notice; and

WHEREAS, following due consideration of all information received from Owners, the Town Engineer, and in the course of the public hearing of this matter and being duly advised, the Town Board, by this Resolution, does hereby declare the public interest requires the vacation and discontinuance of the public way as specifically described and identified on Exhibit 1, and the Town Board further finds that the vacation and discontinuance of the public way will not land lock any property.

NOW THEREFORE, BE IT RESOLVED by the Town Board of the Town of Brookfield, Waukesha County, Wisconsin, that the public way depicted on the attached Exhibit 1 is hereby discontinued pursuant to Wis. Stat. § 66.1003, subject to approval and delivery to the Town Clerk for recording, and recording with the Waukesha County Register Deeds, Wisconsin of a certified survey map which will establish the new boundaries of the abutting parcels, including the revision of title as to vacated public way, and further provide an easement for the real property located at 18880 W Bluemound Road (Tax Key No.: BKFT1124999004) to access the portion of the Bluemound Frontage that will remain a public way;

BE IT FURTHER RESOLVED, that upon receipt by the Town of the original certified survey map bearing approval of all necessary governmental bodies and parties-in-interest, the Town Clerk shall record a certified copy of this Resolution together with said certified survey map with the Waukesha County Register of Deeds.

[Signature Page to Follow]

Adopted by the Town Board of the Town of Brookfield this _____ day of _____, 2024.

BY: _____
Keith Henderson, Chairman

BY: _____
John Charlier, Supervisor

BY: _____
Steve Kohlmann, Supervisor

BY: _____
John R. Schatzman, Sr., Supervisor

BY: _____
Ryan Stanelle, Supervisor

ATTEST: _____
Deanna Alexander, Clerk

This document drafted by:
Attorney Michael P. Van Kleunen
AXLEY BRYNELSON, LLP
N20W22961 Watertown Road
Waukesha, WI 53186
(262)-409-2708

EXHIBIT 1

Map and Legal Description

EXHIBIT 2

Abutting Property Owners

1. 18880 W Bluemound Rd LLC, 18880 W Bluemound Road, BKFT1124999004
2. Galleria West Associates, 18900 W Bluemound Road, BKFT1124999002
3. 19000 HQ LLC, 19000 W Bluemound Road, BKFT1124999003

**TOWN OF BROOKFIELD
PLANNING COMMISSION RECOMMENDATIONS
FEBRUARY 27, 2024**

Town Chairman Keith Henderson called the meeting to order at 7:00pm on Tuesday, February 27, 2024, at the Town of Brookfield Town Hall, 645 North Janacek Road, Brookfield, Wisconsin. Also present at the meeting was Supervisor Ryan Stanelle; Commissioners Len Smeltzer, William Neville, Jeremy Watson, and Kevin Riordan. Commissioners Gordon Gaeth was absent and excused.

TOWN OF BROOKFIELD FOR REVIEW AND RECOMMENDATION OF APPROVAL FOR A RESOLUTION TO VACATE AND DISCONTINUE A PORTION OF BLUEMOUND FRONTAGE ROAD NEAR PARCELS BKFT1124999002 AND BKFT1124999004

Commissioner Riordan moved to **recommend approval** for the resolution to vacate and discontinue a portion of Bluemound Frontage Road near parcels BKFT1124999002 and BKFT1124999004, contingent on the certified survey map for Galleria West including cross access easements to private drive.

The motion was seconded by Commissioner Watson. The motion carried.

MAX GROSSMAN (LAST MILE INVESTMENTS), REPRESENTING GALLERIA WEST, IS REQUESTING A RECOMMENDATION FOR APPROVAL OF A CERTIFIED SURVEY MAP FOR PARCELS BKFT1124999002 AND BKFT1124999004

Commissioner Watson moved to **recommend approval** of the certified survey map for parcels BKFT1124999002 AND BKFT1124999004, contingent cross access easements to private drive added to the certified survey map and contingent on right-of-way vacation approval.

The motion was seconded by Commissioner Smeltzer. The motion carried.

RYAN JANSSEN, REPRESENTING AVERY & BIRCH, FOR A RECOMMENDATION FOR FINAL APPROVAL OF A NEW BUILDING CONSISTING OF A THREE-STORY SALON SUITE FACILITY, LOCATED AT 21055 CROSSROAD CIRCLE

Commissioner Neville moved to **recommend final approval** of a new building consisting of a three-story salon suite facility, located at 21055 Crossroad Circle.

The motion was seconded by Commissioner Smeltzer. The motion carried.

WAUKESHA COUNTY CERTIFIED SURVEY MAP NO. _____

FOR

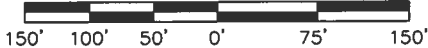
Last Mile Investments

All of Parcels 1 & 3 and Part of Discontinued Bluemound Frontage Road, CSM 5136 as recorded in Volume 42 on Page 71 as Document No. 1399947, Being part of the NE¼SE¼, Section 29, T7N, R20E, Town of Brookfield, Waukesha County, Wisconsin

LEGEND:

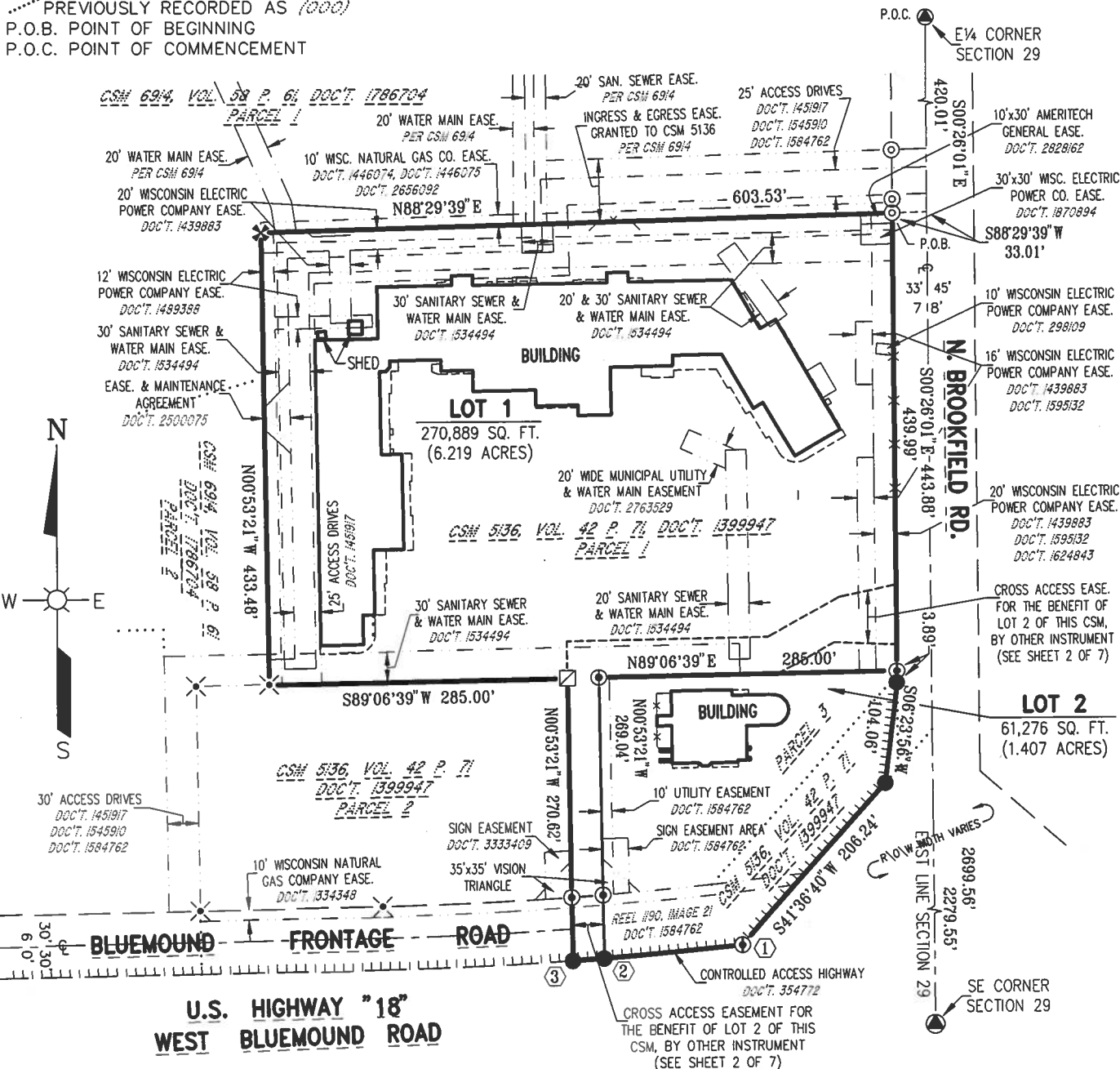
- BRASS DISC FOUND
- ¾"x24" REBAR SET-1.502 LB/FT.
- ¾" ROD FOUND
- 1¼" O.D. PIPE FOUND
- ✕ P.K. NAIL FOUND
- ✕ CROSS CUT IN CONCRETE SET
- ✕ CROSS CUT FOUND
- *** FENCE
- DENOTES NO ACCESS
- PREVIOUSLY RECORDED AS (000)
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

Scale 1"=150'



BASIS FOR BEARINGS:

THE EAST LINE OF THE SE¼, SECTION 29, T7N, R20E, ASSUMED TO BEAR S00°26'01"E.



-CURVE TABLE-

CURVE NO.	LOT NO.	RADIUS LENGTH	CHORD BEARING	TANGENT BEARING	TANGENT BEARING	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH
1-3	1 & 2	3720.18'	S85°04'31.5"W	S83°49'17"W	N86°19'46"E	02°30'29"	162.85'	162.83'
1-2	2	3720.18'	S84°50'38.5"W	-----	-----	02°02'43"	132.81'	132.80'
2-3	1	3720.18'	S86°05'53"W	-----	-----	00°27'46"	30.04'	30.04'

Dwg. No. 10596-C-1-A

Project No. 24-20

Drawn By: Jim Brasel

Date: March 8, 2024

Sheet 1 of 7 Sheets



ESP GROUP, INC.

LAMPERT-LEE & ASSOCIATES

ENGINEERS • SURVEYORS • PLANNERS

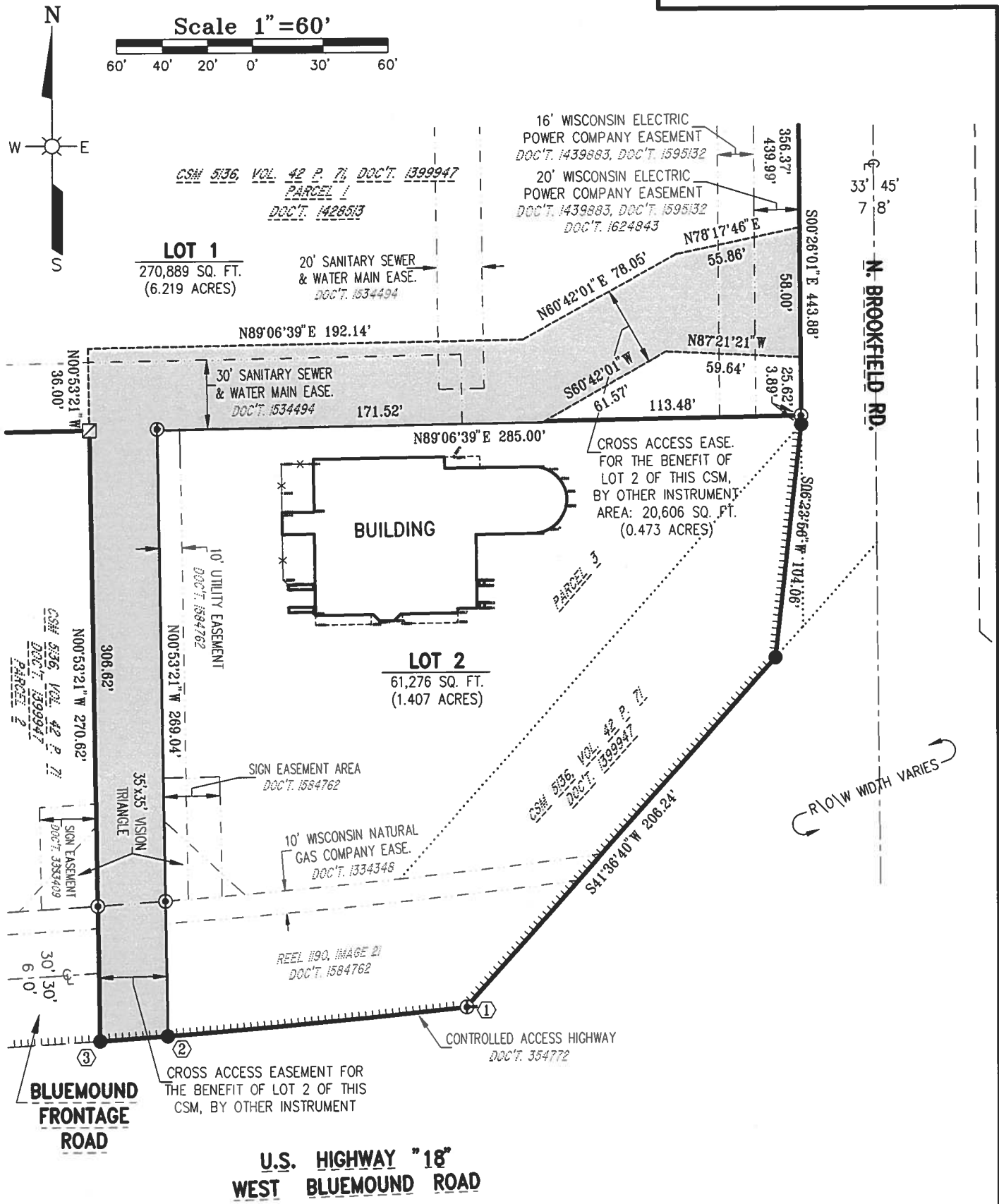
10968 State Hwy. 54 East • Wisconsin Rapids, WI 54494-8718
715-424-3131 • FAX 715-423-8774

This map does not transfer property ownership.
Sale or transfer of property requires a deed.

WAUKESHA COUNTY CERTIFIED SURVEY MAP NO. _____

FOR
Last Mile Investments

All of Parcels 1 & 3 and Part of Discontinued Bluemound Frontage Road, CSM 5136 as recorded in Volume 42 on Page 71 as Document No. 1399947, Being part of the NE¼SE¼, Section 29, T7N, R20E, Town of Brookfield, Waukesha County, Wisconsin



Dwg. No. 10596-C-2-A
Project No. 24-20
Drawn By: Jim Brasel
Date: March 8, 2024
Sheet 2 of 7 Sheets



ESP GROUP, INC.
LAMPERT-LEE & ASSOCIATES
ENGINEERS • SURVEYORS • PLANNERS
10968 State Hwy. 54 East • Wisconsin Rapids, WI 54494-8718
715-424-3131 • FAX 715-423-8774

This map does not transfer property ownership.
Sale or transfer of property requires a deed.

WAUKESHA COUNTY CERTIFIED SURVEY MAP NO. _____

All of Parcels 1 & 3 and Part of Discontinued Bluemound Frontage Road, CSM 5136 as recorded in Volume 42 on Page 71 as Document No. 1399947, Being part of the NE1/4SE1/4, Section 29, T7N, R20E, Town of Brookfield, Waukesha County, Wisconsin

STATE OF WISCONSIN)

WAUKESHA COUNTY)^{SS}

I, Thomas J. Trzinski, Professional Land Surveyor, hereby certify:

That I have surveyed and mapped the property described and represented on this certified survey map. The fieldwork was completed on November 30, 2023, January 5, 2024 and February 5, 2024.

That I have made such survey and map by the direction of Max Grossman for Last Mile Investments.

That such survey and map is a correct representation of the exterior boundaries of the land surveyed, described as:

All of Parcels 1 & 3 and Part of Discontinued Bluemound Frontage Road, CSM 5136 as recorded in Volume 42 on Page 71 as Document No. 1399947, Being part of the NE1/4SE1/4, Section 29, T7N, R20E, Town of Brookfield, Waukesha County, Wisconsin;

Commencing at the Brass disk on the East quarter corner of Section 29 and the center line of North Brookfield Road;

Thence S00°26'01"E along the East line of Section 29 and the centerline of North Brookfield Road, 420.01 feet to the Northeast corner of CSM 5136;

Thence S88°29'39"W along the North line of CSM 5136, 33.01 feet to a pipe on the Northeast corner of Parcel 1, CSM 5136, the Southeast corner of Parcel 1, CSM 6914 and the Point of Beginning of the following description;

Thence S00°26'01"E along the East line of Parcels 1 & 3, CSM 5136 and the West line of North Brookfield Road, 443.88 feet to a rebar on the Southeast corner of said Parcel 3;

Thence S06°23'56"W along the East line of CSM 5136 and the Westerly line of North Brookfield Road, 104.06 feet to a rebar on a corner of said CSM 5136 and the Northerly line of U.S. Highway "18"/West Bluemound Road;

Thence S41°36'40"W along the Southerly line of CSM 5136 and the Northerly line of U.S. Highway "18"/West Bluemound Road, 206.24 feet to a rod on a corner of said CSM 5136, a corner of U.S. Highway "18"/West Bluemound Road and the beginning of a circular curve concave to the North, with a radius of 3720.18 feet and a central angle of 02°30'29";

Thence Westerly along the arc of the curved Southerly line of CSM 5136 and the Northerly line of U.S. Highway "18"/West Bluemound Road, 162.85 feet to a rebar on the prolongation of the line between Parcels 1 and 2, CSM 5136, which is measured by a chord of 162.83 feet and bears S85°04'31.5"W;

Thence N00°53'21"W along the line between Parcels 1 and 2, CSM 5136 and their prolongations thereof, 270.62 feet to a cross cut on the Northeast corner of said Parcel 2 and a corner of said Parcel 1;

Thence S89°06'39"W along the South line of Parcel 1 and the North line of Parcel 2, CSM 5136, 285.00 feet to a P.K. nail on the Southwest corner of said Parcel 1 and the Southeast corner of Parcel 2, CSM 6914;

Thence N00°53'21"W along the West line of Parcel 1, CSM 5136 and the East line of Parcels 1 & 2, CSM 6914, 433.48 feet to a Cross cut on the Northwest corner of said Parcel 1, CSM 5136 and a corner of said Parcel 1, CSM 6914;

Thence N88°29'39"W along the North line Parcel 1, CSM 5136 and the South line of Parcel 1, CSM 6914, 603.53 feet to the Point of Beginning, containing 332,165 square feet or 7.626 acres.

That I have complied with the provisions of Chapter 236.34 of the Wisconsin Statutes, Chapter A-E7 of the Wisconsin Administrative Code, Chapter 42, Subdivisions, of the Waukesha County Code of Ordinances and Chapter 18, Subdivision and Platting, of the Town of Brookfield Code of Ordinances in surveying, dividing and mapping the same.

Dated this 7th day of February, 2024.

Thomas J. Trzinski
Professional Land Surveyor, S-2636

WAUKESHA COUNTY CERTIFIED SURVEY MAP NO. _____
All of Parcels 1 & 3 and Part of Discontinued Bluemound Frontage Road, CSM 5136 as recorded
in Volume 42 on Page 71 as Document No. 1399947, Being part of the NE1/4SE1/4, Section 29,
T7N, R20E, Town of Brookfield, Waukesha County, Wisconsin

CORPORATE OWNER'S CERTIFICATE OF APPROVAL (LOT 1)

Galleria West Associates, LLC, a Wisconsin limited liability company, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this certified survey map to be surveyed, divided and mapped as represented on this certified survey map.

Galleria West Associates, LLC, a Wisconsin limited liability company, does further certify that this certified survey is required to be submitted to the following for approval or objection:

Town of Brookfield
City of Brookfield

In witness whereof, the said Galleria West Associates, LLC, a Wisconsin limited liability company has caused these presents to be signed by William B. Bode, its President, at _____, Wisconsin, on this _____ day of _____ 2024.

In the presence of:

Galleria West Associates, LLC, a Wisconsin limited liability company

William B. Bode, President

STATE OF _____)
_____ COUNTY)ss

Personally came before me this _____ day of _____ 2024, William B. Bode, President of the above named corporation, to me known to be the person who executed the foregoing instrument and to me known to be such President of said corporation, and acknowledged that they executed the foregoing instrument as president as the deed of said corporation, by its authority.

Notary Public, _____ County, _____

My commission expires _____

WAUKESHA COUNTY CERTIFIED SURVEY MAP NO. _____

All of Parcels 1 & 3 and Part of Discontinued Bluemound Frontage Road, CSM 5136 as recorded in Volume 42 on Page 71 as Document No. 1399947, Being part of the NE1/4SE1/4, Section 29, T7N, R20E, Town of Brookfield, Waukesha County, Wisconsin

CORPORATE OWNER'S CERTIFICATE OF APPROVAL (LOT 2)

18880 W BLUEMOUND RD LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this certified survey map to be surveyed, divided and mapped as represented on this certified survey map.

18880 W BLUEMOUND RD LLC, does further certify that this certified survey is required to be submitted to the following for approval or objection:

Town of Brookfield
City of Brookfield

In witness whereof, the said 18880 W BLUEMOUND RD LLC has caused these presents to be signed by Richard D. McGuire, its President, at _____, Wisconsin, on this _____ day of _____ 2024.

In the presence of:

18880 W BLUEMOUND RD LLC

Richard D. McGuire, President

STATE OF _____)
_____ COUNTY)ss

Personally came before me this _____ day of _____ 2024, Richard D. McGuire, President of the above named corporation, to me known to be the person who executed the foregoing instrument and to me known to be such President of said corporation, and acknowledged that they executed the foregoing instrument as president as the deed of said corporation, by its authority.

Notary Public, _____ County, _____

My commission expires _____

WAUKESHA COUNTY CERTIFIED SURVEY MAP NO. _____
All of Parcels 1 & 3 and Part of Discontinued Bluemound Frontage Road, CSM 5136 as recorded
in Volume 42 on Page 71 as Document No. 1399947, Being part of the NE1/4SE1/4, Section 29,
T7N, R20E, Town of Brookfield, Waukesha County, Wisconsin

PLANNING COMMISSION APPROVAL

Approved by the Planning Commission of the Town of Brookfield on this _____ day of _____ 2024.

Keith Henderson, Chairperson

Deanna Alexander, Clerk

TOWN BOARD APPROVAL

Approved by the Town of Brookfield, Board of Supervisors on this _____ day of _____ 2024.

Keith Henderson, Chairperson

Deanna Alexander, Clerk

WAUKESHA COUNTY CERTIFIED SURVEY MAP NO. _____
All of Parcels 1 & 3 and Part of Discontinued Bluemound Frontage Road, CSM 5136 as recorded
in Volume 42 on Page 71 as Document No. 1399947, Being part of the NE1/4SE1/4, Section 29,
T7N, R20E, Town of Brookfield, Waukesha County, Wisconsin

CITY OF BROOKFIELD EXTRATERRITORIAL APPROVAL

Resolve that the certified survey map, in the Town of Brookfield, is hereby approved by the City of Brookfield Common Council.

Date: _____ 2024. _____
Steven V. Ponto, Mayor

I hereby certify that the forgoing is a true and correct copy of a Resolution adopted by the Common Council of the City of Brookfield.

Date: _____ 2024. _____
Gina Kozslyk, Clerk

Ord. No.: 2024-01

**ORDINANCE REPEALING AND RECREATING SECTIONS 5.23(1) AND 5.23(1)(a) of
THE MUNICIPAL CODE OF THE TOWN OF BROOKFIELD**

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

SECTION 1: Section 5.23(1) and 5.23(1)(a) of the Town Code is hereby repealed and
recreated as follows:

(1) Fire Department review. If approval is required by Wisconsin Statutes, rules, or regulations, one copy of approved plans and calculations, and one copy of cut-sheet on all fire-protection and/or fire alarm equipment shall be submitted electronically to, and approved by, the Fire Department Bureau of Fire Prevention.

(a) If approval is required by Wisconsin Statutes, rules, or regulations, one hard copy of the approved plans shall also be submitted by mail to the Fire Department Bureau of Fire Prevention.

SECTION 2: All other provisions of the Town Code, including Sections 5.23(1)(b)–(f), 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.

[Signature Page to Follow]

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

BY: _____
KEITH HENDERSON, Chairman

BY: _____
STEVE KOHLMANN, Supervisor

BY: _____
JOHN CHARLIER, Supervisor

BY: _____
JOHN R. SCHATZMAN, Supervisor

BY: _____
RYAN STANELLE, Supervisor

ATTEST: _____

Name: Deanna Alexander

Title: Clerk

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Invoice Number	Inv Seq	Description	Invoice GL Account	Check Amount
New Berlin Professional							
03/24	03/11/2024	123535	3-8-24	1	FD union dues	100-215500	911.73
Total 123535:							911.73
TBFFA							
03/24	03/11/2024	123536	3-8-24	1	Fire fighters payroll deduction	100-215700	301.90
Total 123536:							301.90
Wisconsin SCTF							
03/24	03/11/2024	123537	3-8-24	1	Case #6479297 Smerz	100-215800	553.84
Total 123537:							553.84
We Energies							
03/24	03/13/2024	123538	00029-224	1	#7688-168-191 / Wray park electric	100-552000-221	14.73
Total 123538:							14.73
We Energies							
03/24	03/13/2024	123539	00024-324	1	#7099-803-083 / Street lighting - flashers	100-534200-221	765.28
Total 123539:							765.28
We Energies							
03/24	03/13/2024	123540	00017-324	1	Services Mary Lynn Dr	620-821000-000	15.07
03/24	03/13/2024	123540	00027-224	1	Services Janacek Ct Tower	610-622000-000	132.52
03/24	03/13/2024	123540	00031-224	1	Services Cherokee Dr	620-821000-000	251.55
03/24	03/13/2024	123540	00019-224	1	Services Springdale Rd	620-821000-000	27.91
Total 123540:							427.05
We Energies							
03/24	03/13/2024	123541	00033-224	1	#8622-106-092 / Lighting cabinet	100-534200-221	145.56
Total 123541:							145.56
We Energies							
03/24	03/13/2024	123542	00008-324	1	LED Outside PD Lightbulb	100-529000-221	13.80
Total 123542:							13.80
Aaronin Steel Sales, Inc.							
03/24	03/15/2024	123543	11537	1	UD#1	421-532400-340	32.10
Total 123543:							32.10
Advance Auto Parts							
03/24	03/15/2024	123544	5262406543645	1	FD	100-523100-380	56.52
Total 123544:							56.52

GL Period	Check Issue Date	Check Number	Invoice Number	Inv Seq	Description	Invoice GL Account	Check Amount
Amazon Capital Services							
03/24	03/15/2024	123545	14PL-MRCC-44PP	1	PD	100-521700-350	114.97
03/24	03/15/2024	123545	1PTP-NXP4-JVVX	1	Park & Rec Purchase	100-553000-340	743.66
Total 123545:							858.63
American Litho							
03/24	03/15/2024	123546	3-2024	1	Spring- Town Tidings	100-511000-341	1,254.58
Total 123546:							1,254.58
AT&T Mobility							
03/24	03/15/2024	123547	03012024	1	PD- Wireless Service 287295301679	100-521700-225	142.96
Total 123547:							142.96
Automotive Parts & Equip. Corp							
03/24	03/15/2024	123548	626038	1	DPW	100-532400-340	2.37
03/24	03/15/2024	123548	626924	1	DPW	100-532400-340	7.38
03/24	03/15/2024	123548	626987	1	DPW	100-532400-340	75.98
03/24	03/15/2024	123548	627037	1	DPW	100-532400-340	6.91
03/24	03/15/2024	123548	628161	1	DPW	100-532400-340	47.05
03/24	03/15/2024	123548	628162	1	DPW	100-532400-340	16.06
Total 123548:							155.75
Axley Brynson LLP							
03/24	03/15/2024	123549	969669	1	TIF Wimmer Development	100-513400-210	227.50
03/24	03/15/2024	123549	969666	1	Town Hall	100-513400-210	107.50
03/24	03/15/2024	123549	969667	1	Town Hall	100-513400-210	910.00
03/24	03/15/2024	123549	969668	1	Town Hall	100-513400-210	5,761.00
Total 123549:							7,006.00
Baycom Inc.							
03/24	03/15/2024	123550	EQUIPINV_047061	1	PD	100-521000-242	259.00
03/24	03/15/2024	123550	EQUIPINV_048426	1	PD	100-521000-242	406.00
Total 123550:							665.00
Bill's Power Center, Inc.							
03/24	03/15/2024	123551	708347	1	DPW	100-532400-340	17.01
Total 123551:							17.01
BMO HARRIS BANK N.A.-PAYMENTS							
03/24	03/15/2024	123552	FINAL PAYMENT	1	Town	100-515100-214	1,203.44
Total 123552:							1,203.44
Boucher Chevrolet of Waukesha							
03/24	03/15/2024	123553	500221	1	Police Department	100-521200-380	352.28
Total 123553:							352.28

GL Period	Check Issue Date	Check Number	Invoice Number	Inv Seq	Description	Invoice GL Account	Check Amount
Bruckner, Gwen							
03/24	03/15/2024	123554	3-2024	1	Reimbursement	100-521700-350	42.99
Total 123554:							42.99
Catalis Tax & CAMA, LLC							
03/24	03/15/2024	123555	#INV308314362	1	Assessment Services	100-515200-210	5,950.00
03/24	03/15/2024	123555	#INV308314363	1	Assessment Services	100-515200-210	5,950.00
03/24	03/15/2024	123555	#INV308314364	1	Assessment Services	100-515200-210	5,950.00
Total 123555:							17,850.00
CHARTER COMMUNICATIONS							
03/24	03/15/2024	123556	152324401030124	1	Town high speed online service	100-516000-225	1,237.53
Total 123556:							1,237.53
Cramer Multhauf LLP							
03/24	03/15/2024	123557	601-0504M-124	1	Municipal Court legal fees	100-513400-200	7,371.67
03/24	03/15/2024	123557	601-0517M-124	1	Municipal Court legal fees	100-513400-200	1,793.75
Total 123557:							9,165.42
Diggers Hotline Inc.							
03/24	03/15/2024	123558	240 2 68001	1	Locate Tickets for Month	610-641000-000	66.15
03/24	03/15/2024	123558	240 2 68001	2	Locate Tickets for Month	620-827000-000	66.15
Total 123558:							132.30
Diversified Benefit Services							
03/24	03/15/2024	123559	404681	1	SEWER	620-854001-000	2.85
03/24	03/15/2024	123559	404681	2	WATER	610-926001-000	6.65
03/24	03/15/2024	123559	404681	3	UD#1 SW	421-534400-133	11.56
03/24	03/15/2024	123559	404681	4	UD#1 M&E	421-532400-133	2.95
03/24	03/15/2024	123559	404681	5	P&L	100-552010-133	1.02
03/24	03/15/2024	123559	404681	6	S&I	100-533180-133	7.07
03/24	03/15/2024	123559	404681	7	R&B	100-533100-133	5.15
03/24	03/15/2024	123559	404681	8	M&E	100-532400-133	2.40
03/24	03/15/2024	123559	404681	9	SWU	421-531000-133	2.35
03/24	03/15/2024	123559	404681	10	DPW	100-531000-133	2.45
03/24	03/15/2024	123559	404681	11	PD	100-521200-133	52.25
03/24	03/15/2024	123559	404681	12	PD ADMIN	100-521000-133	9.50
03/24	03/15/2024	123559	404681	13	FD	100-522000-133	4.75
03/24	03/15/2024	123559	404681	14	MC	100-512000-133	4.75
03/24	03/15/2024	123559	404681	15	HR	100-515100-133	4.75
03/24	03/15/2024	123559	404681	16	REC	100-553100-133	2.35
03/24	03/15/2024	123559	404681	17	PARK	100-552000-133	2.45
03/24	03/15/2024	123559	404681	18	ADMIN	100-514100-133	4.75
03/24	03/15/2024	123559	404681	19	CLERK	100-514200-133	9.50
Total 123559:							139.50
Ehlers & Associates, Inc.							
03/24	03/15/2024	123560	95831	1	TIF	100-563000-213	3,150.00

GL Period	Check Issue Date	Check Number	Invoice Number	Inv Seq	Description	Invoice GL Account	Check Amount
Total 123560:							3,150.00
Eiring, JoAnn							
03/24	03/15/2024	123561	3-2024	1	Robe Dry Cleaning	100-512000-310	13.34
Total 123561:							13.34
Elizabeth S. Gootjes							
03/24	03/15/2024	123562	3-2024	1	Annual Rent Tower Location	610-930000-000	3,100.00
Total 123562:							3,100.00
EMC Insurance Companies							
03/24	03/15/2024	123563	7001646482	1	Workers Comp	100-519300-518	8,066.45
03/24	03/15/2024	123563	7001646482	2	Workers Comp	421-514100-518	1,205.33
03/24	03/15/2024	123563	7001646482	3	Workers Comp	610-165000	190.76
03/24	03/15/2024	123563	7001646482	4	Workers Comp	620-165000	127.17
03/24	03/15/2024	123563	7001646482	5	Liability	100-519300-511	2,765.97
03/24	03/15/2024	123563	7001646482	6	Liability	421-514100-510	413.37
03/24	03/15/2024	123563	7001646482	7	Liability	100-519300-511	33.76
03/24	03/15/2024	123563	7001646482	8	Liability	100-519300-519	1,977.10
03/24	03/15/2024	123563	7001646482	9	Liability	100-519300-513	2,649.04
03/24	03/15/2024	123563	7001646482	10	Liability	421-514100-510	396.08
03/24	03/15/2024	123563	7001646482	11	Liability	610-165000	2,268.89
03/24	03/15/2024	123563	7001646482	12	Liability	620-165000	1,512.60
Total 123563:							21,606.52
Emergency Medical Products Inc							
03/24	03/15/2024	123564	2622163	1	PD-supplies	100-521200-340	15.99
03/24	03/15/2024	123564	2622160	1	PD-supplies	100-521200-340	31.98
03/24	03/15/2024	123564	2602783-	1	FD-medical supplies	100-523100-341	195.56
03/24	03/15/2024	123564	2620326	1	FD-medical supplies	100-523100-341	336.58
03/24	03/15/2024	123564	2620767	1	FD-medical supplies	100-523100-341	59.88
03/24	03/15/2024	123564	2620327	1	FD-medical supplies	100-523100-341	8.63
Total 123564:							648.62
Endeavor Business Media, LLC							
03/24	03/15/2024	123565	467564-R	1	FD	100-522000-320	652.50
Total 123565:							652.50
Fearing's Satellite & Sound Inc.							
03/24	03/15/2024	123566	73335	1	FD	100-522000-242	2,200.42
Total 123566:							2,200.42
GALLS LLC							
03/24	03/15/2024	123567	027133161	1	Police Department	100-521200-139	137.08
Total 123567:							137.08
Grainger Inc.							
03/24	03/15/2024	123568	9040194814	1	PD purchase	100-521700-350	19.44

GL Period	Check Issue Date	Check Number	Invoice Number	Inv Seq	Description	Invoice GL Account	Check Amount
Total 123568:							19.44
Grainger Inc.							
03/24	03/15/2024	123569	9029106367	1	Misc Supplies	610-623000-000	15.37
03/24	03/15/2024	123569	9027717884	1	Misc Supplies	610-623000-000	189.00
Total 123569:							204.37
Hibler, Scott							
03/24	03/15/2024	123570	3-2024	1	Uniform reimbursement	100-521200-139	159.57
Total 123570:							159.57
Hopson Oil Co Inc.							
03/24	03/15/2024	123571	745696	1	No Lead/Diesel Fuel	100-524000-385	4.21
03/24	03/15/2024	123571	745696	2	No Lead/Diesel Fuel	100-521200-385	341.32
03/24	03/15/2024	123571	745696	3	No Lead/ Diesel Fuel	100-522100-385	67.42
03/24	03/15/2024	123571	745696	4	No Lead/Diesel Fuel	100-523100-385	67.42
03/24	03/15/2024	123571	745696	5	No Lead/Diesel Fuel	100-532400-385	168.55
03/24	03/15/2024	123571	745696	6	No Lead/Diesel Fuel	421-532400-385	126.41
03/24	03/15/2024	123571	745696	7	No Lead/Diesel Fuel	100-552000-385	16.86
03/24	03/15/2024	123571	745696	8	No Lead/Diesel Fuel	610-933000-000	25.28
03/24	03/15/2024	123571	745696	9	No Lead/Diesel Fuel	620-828000-000	25.29
03/24	03/15/2024	123571	745689	1	No Lead/Diesel Fuel	100-524000-385	2.24
03/24	03/15/2024	123571	745689	2	No Lead/Diesel Fuel	100-521200-385	181.81
03/24	03/15/2024	123571	745689	3	No Lead/ Diesel Fuel	100-522100-385	35.91
03/24	03/15/2024	123571	745689	4	No Lead/Diesel Fuel	100-523100-385	35.91
03/24	03/15/2024	123571	745689	5	No Lead/Diesel Fuel	100-532400-385	89.78
03/24	03/15/2024	123571	745689	6	No Lead/Diesel Fuel	421-532400-385	67.34
03/24	03/15/2024	123571	745689	7	No Lead/Diesel Fuel	100-552000-385	8.98
03/24	03/15/2024	123571	745689	8	No Lead/Diesel Fuel	610-933000-000	13.47
03/24	03/15/2024	123571	745689	9	No Lead/Diesel Fuel	620-828000-000	13.48
03/24	03/15/2024	123571	738655	1	No Lead/Diesel Fuel	100-524000-385	4.36
03/24	03/15/2024	123571	738655	2	No Lead/Diesel Fuel	100-521200-385	352.78
03/24	03/15/2024	123571	738655	3	No Lead/ Diesel Fuel	100-522100-385	69.68
03/24	03/15/2024	123571	738655	4	No Lead/Diesel Fuel	100-523100-385	69.68
03/24	03/15/2024	123571	738655	5	No Lead/Diesel Fuel	100-532400-385	174.21
03/24	03/15/2024	123571	738655	6	No Lead/Diesel Fuel	421-532400-385	130.66
03/24	03/15/2024	123571	738655	7	No Lead/Diesel Fuel	100-552000-385	17.42
03/24	03/15/2024	123571	738655	8	No Lead/Diesel Fuel	610-933000-000	26.13
03/24	03/15/2024	123571	738655	9	No Lead/Diesel Fuel	620-828000-000	26.14
03/24	03/15/2024	123571	738602	1	No Lead/Diesel Fuel	100-524000-385	6.61
03/24	03/15/2024	123571	738602	2	No Lead/Diesel Fuel	100-521200-385	535.29
03/24	03/15/2024	123571	738602	3	No Lead/ Diesel Fuel	100-522100-385	105.74
03/24	03/15/2024	123571	738602	4	No Lead/Diesel Fuel	100-523100-385	105.74
03/24	03/15/2024	123571	738602	5	No Lead/Diesel Fuel	100-532400-385	264.34
03/24	03/15/2024	123571	738602	6	No Lead/Diesel Fuel	421-532400-385	198.26
03/24	03/15/2024	123571	738602	7	No Lead/Diesel Fuel	100-552000-385	26.43
03/24	03/15/2024	123571	738602	8	No Lead/Diesel Fuel	610-933000-000	39.65
03/24	03/15/2024	123571	738602	9	No Lead/Diesel Fuel	620-828000-000	39.64
Total 123571:							3,484.44
Hunter, Tristan							
03/24	03/15/2024	123572	3-2024	1	REIMBURSEMENT	100-531000-139	241.49

GL Period	Check Issue Date	Check Number	Invoice Number	Inv Seq	Description	Invoice GL Account	Check Amount
Total 123572:							241.49
James Imaging Systems							
03/24	03/15/2024	123573	1414208	1	Maintenance Monthly Contract	610-921000-000	46.77
03/24	03/15/2024	123573	1414208	2	Maintenance Monthly Contract	620-851000-000	46.76
Total 123573:							93.53
James Imaging Systems Inc.							
03/24	03/15/2024	123574	1416881	1	TH copier contract #10292-01	100-514200-340	412.96
Total 123574:							412.96
James Imaging Systems Inc.							
03/24	03/15/2024	123575	1418554	1	PD copier contract #10293-01	100-521000-240	127.75
Total 123575:							127.75
Joers, Staci							
03/24	03/15/2024	123576	3-2024	1	Cooking class	100-553100-341	80.00
Total 123576:							80.00
JOHNS DISPOSAL SVC INC							
03/24	03/15/2024	123577	1254920	1	Garbage	421-573630-211	27,151.90
03/24	03/15/2024	123577	1254920	2	Recycling	421-573630-212	17,072.90
03/24	03/15/2024	123577	1254920	3	Yard Waste	421-573630-210	500.50
Total 123577:							44,725.30
LexisNexis Risk Solutions							
03/24	03/15/2024	123578	1388164-20240229	1	Police Dept	100-521000-214	49.20
Total 123578:							49.20
Lincoln Contractors Supply, Inc							
03/24	03/15/2024	123579	188536	1	DPW	100-533100-340	255.97
Total 123579:							255.97
Menards - Waukesha							
03/24	03/15/2024	123580	59920	1	Town Hall	100-516000-240	7.99
03/24	03/15/2024	123580	60377	1	DPW supplies	100-532400-340	28.46
Total 123580:							36.45
Miller-Bradford & Risberg							
03/24	03/15/2024	123581	P4205102	1	DPW	100-532400-340	77.80
Total 123581:							77.80
NAPA Automotive Parts							
03/24	03/15/2024	123582	622666	1	Miscellaneous Repair Parts	610-933000-000	4.70
03/24	03/15/2024	123582	622666	2	Miscellaneous Repair Parts	620-828000-000	4.69
03/24	03/15/2024	123582	46225	1	Miscellaneous Repair Parts	610-933000-000	30.01

GL Period	Check Issue Date	Check Number	Invoice Number	Inv Seq	Description	Invoice GL Account	Check Amount
03/24	03/15/2024	123582	46225	2	Miscellaneous Repair Parts	620-828000-000	30.00
03/24	03/15/2024	123582	47784	1	Miscellaneous Repair Parts	610-933000-000	174.68
03/24	03/15/2024	123582	47784	2	Miscellaneous Repair Parts	620-828000-000	174.68
03/24	03/15/2024	123582	48300	1	Miscellaneous Repair Parts	610-933000-000	116.68
Total 123582:							302.08
Northern Lake Service Inc.							
03/24	03/15/2024	123583	2402025	1	Drinking Water Analysis	610-632000-000	58.00
03/24	03/15/2024	123583	2402326	1	Drinking Water Analysis	610-632000-000	58.00
03/24	03/15/2024	123583	2402654	1	Drinking Water Analysis	610-632000-000	58.00
03/24	03/15/2024	123583	2403006	1	Drinking Water Analysis	610-632000-000	29.00
Total 123583:							203.00
Parts Distributing, Inc							
03/24	03/15/2024	123584	S2-2517697	1	PD	100-521200-380	140.00
03/24	03/15/2024	123584	S2-2554416	1	DPW	100-532400-340	220.00
Total 123584:							360.00
ProHealth Care							
03/24	03/15/2024	123585	321677	1	DPW	100-531000-342	107.00
Total 123585:							107.00
Securian Financial Group Inc							
03/24	03/15/2024	123586	4-2024	1	Policy #002832L ETF 1241	100-215310	1,327.93
Total 123586:							1,327.93
Short Elliott Hendrickson, Inc.							
03/24	03/15/2024	123587	462602	1	Town Planner	100-524000-212	5,000.00
03/24	03/15/2024	123587	462603	1	Accounts Receivable	100-563000-211	1,420.00
03/24	03/15/2024	123587	462820	1	Town Planner	100-524000-212	291.59
03/24	03/15/2024	123587	462614	1	Town Planner	100-524000-212	939.00
Total 123587:							7,650.59
Shred-it USA							
03/24	03/15/2024	123588	8006330699	1	PD Shredding	100-521000-340	28.38
03/24	03/15/2024	123588	8006330699	2	FD Shredding	100-522000-340	41.86
03/24	03/15/2024	123588	8006330699	3	TH Shredding	100-514200-340	41.86
Total 123588:							112.10
Staples Advantage							
03/24	03/15/2024	123589	3561467123	1	Police Department	100-521200-312	127.48
03/24	03/15/2024	123589	3561396237	1	Town Clerk	100-514200-310	17.99
03/24	03/15/2024	123589	3561396236	1	Police Department	100-521000-310	21.39
Total 123589:							166.86
State of Wisconsin							
03/24	03/15/2024	123590	2-2024	1	State share of Court revenue	100-451100	5,589.14

GL Period	Check Issue Date	Check Number	Invoice Number	Inv Seq	Description	Invoice GL Account	Check Amount
Total 123590:							5,589.14
Strand Associates, Inc.							
03/24	03/15/2024	123591	0207935	1	Roads	100-533100-212	422.27
03/24	03/15/2024	123591	0207935	2	Stormwater	421-534400-213	1,689.06
03/24	03/15/2024	123591	0207935	3	Accounts Receivable	100-563000-211	629.29
03/24	03/15/2024	123591	0207935	4	Accounts Receivable	100-563000-211	2,298.13
03/24	03/15/2024	123591	0207935	5	General Town Eng	100-563000-211	844.53
03/24	03/15/2024	123591	0207901	1	Stormwater	421-534400-213	1,262.97
Total 123591:							7,146.25
Streicher's							
03/24	03/15/2024	123592	11688041	1	PD supplies	100-521200-139	11.24
03/24	03/15/2024	123592	11685460	1	PD supplies	100-521200-139	12.99
03/24	03/15/2024	123592	11685535	1	PD supplies	100-521200-139	82.46
03/24	03/15/2024	123592	11688042	1	PD supplies	100-521200-139	16.99
Total 123592:							123.68
Taylor Computer Services, Inc.							
03/24	03/15/2024	123593	25998	1	Police Department	100-521000-214	1,533.00
Total 123593:							1,533.00
Veritiv Operating Company							
03/24	03/15/2024	123594	508-65109283	1	FUEL CHRG	100-521000-320	7.88
Total 123594:							7.88
Verizon Wireless							
03/24	03/15/2024	123595	9957492202	1	Wireless Services Monthly	610-921000-000	166.53
03/24	03/15/2024	123595	9957492202	2	Wireless Services Monthly	620-851000-000	166.52
Total 123595:							333.05
Visu-Sewer Clean & Seal Inc.							
03/24	03/15/2024	123596	PAYMENT APP 3	1	Poplar Creek Inceptor Lining	620-300000	112,971.63
03/24	03/15/2024	123596	PAYMENT APP 3	2	Poplar Creek Inceptor Lining	620-210000	41,403.37
Total 123596:							154,375.00
Waukesha County Tech College							
03/24	03/15/2024	123597	S0824792	1	FD training	100-522400-330	121.46
Total 123597:							121.46
Waukesha County Treasurer							
03/24	03/15/2024	123598	2-2024	1	County share of Court revenue	100-451100	1,965.01
Total 123598:							1,965.01
Waukesha County Treasurer							
03/24	03/15/2024	123599	2024-55010001	1	Tax collection	100-515100-216	6,534.30

GL Period	Check Issue Date	Check Number	Invoice Number	Inv Seq	Description	Invoice GL Account	Check Amount
Total 123599:							6,534.30
Waukesha County Treasurer							
03/24	03/15/2024	123600	2024-40020013	1	Salt Brine	100-533180-340	1,255.50
Total 123600:							1,255.50
Wausau Equipment Company, Inc.							
03/24	03/15/2024	123601	8916626	1	DPW supplies	100-532400-340	181.46
Total 123601:							181.46
WI Department of Justice							
03/24	03/15/2024	123602	2-2024	1	PD	100-521000-241	49.00
Total 123602:							49.00
Wisconsin Building Inspections LLP							
03/24	03/15/2024	123603	22024	1	Building Permits	100-524000-212	4,240.60
03/24	03/15/2024	123603	22024	2	Plumbing Permits	100-524020-212	269.28
03/24	03/15/2024	123603	22024	3	Electrical Permits	100-524010-212	13,114.07
Total 123603:							17,623.95
Wisconsin State Laboratory of Hygiene							
03/24	03/15/2024	123604	770326	1	Testing Well Media Replacement	610-632000-000	174.00
Total 123604:							174.00
WSFIA Area 1							
03/24	03/15/2024	123605	3-2024	1	WSFIA Membership	100-522000-320	120.00
Total 123605:							120.00
Grand Totals:							332,284.89

Keith Henderson

Steve Kohlmann

John Charlier

John R Schatzman

Ryan Stanelle
