

OFFICIAL NOTICE AND AGENDA OF A BOARD OF PUBLIC WORKS MEETING

Notice is hereby given that a regularly scheduled public meeting will be held on the date, time and location shown below. Upon attaining a quorum of members, all items listed on the agenda shown below may be considered (discussed and/or acted upon).

Date and Time: Tuesday, November 14, 2023, at 7:00 pm (following the Water and Sewer Board)

Location: City Hall Council Chambers, 2000 North Calhoun Road, Brookfield WI

Members: Alderman Rick Owen (Chairman), Alderman Christopher Blackburn, Alderman Scott Berg (Mayor Alternate), Alderman Mike Hallquist, Alderman Kris Seals (Alternate), Mayor Steven Ponto, Alderman Tom Szews

(Number of Members needed to meet quorum requirements: 3)

1. Roll Call
2. Announcements
 - a. The next regularly scheduled meeting is Tuesday, December 12, 2023 @ 7:00 pm
3. Approval of Minutes
 - a. Minutes of the August 8, 2023 meeting

Documents:

[BPW Minutes 8 8 23.pdf](#)

4. Unfinished Business
 - a. None
5. New Business
 - a. State/Municipal Financial Agreement for Carbon Reduction Program Projects (Conversion of Street Lights to LED)

Documents:

[Carbon Reduction Program.pdf](#)

- b. Amendment to the contract with Green For Life for Solid Waste and Recycling Collection and Disposal to modify the bulky waste collection fee

Documents:

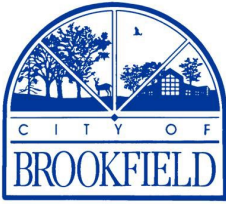
[GFL Amendment.pdf](#)

6. Adjournment

Thomas M Grisa - Director of Public Works

Under the Americans with Disabilities Act, the City of Brookfield will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City of Brookfield's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments. Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the City of Brookfield, should contact the office of the City Clerk at 262-782-9650 or at 2000 North Calhoun Road as soon as possible but no later than 48 hours before the scheduled event.

Note: It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to in this notice.



OFFICIAL MINUTES OF A BOARD OF PUBLIC WORKS MEETING:

Regular: Board of Public Works

Date and Time: Wednesday, August 8, 2023 at 7:00pm

Location: City Hall, 2000 N. Calhoun Road, Council Chambers

Members Present: Alderman Rick Owen-Chairman, Alderman Chris Blackburn, Alderman Mike Hallquist, Alderman Scott Berg (Mayor alt.), and Alderman Tom Szews

Members Excused: Mayor Ponto, Alderman Kris Seals

Others Present: Director of Public Works Tom Grisa, City Engineer Dan Erickson, Director of Finance Robert Scott

1. Roll Call

Alderman Rick Owen noted a quorum present and called the Board of Public Works meeting to order at 7:30pm.

2. Announcements

The next regularly scheduled meeting will be held on Tuesday, October 10, 2023 at 7:00 pm.

3. Minutes

- a) Minutes of the July 11, 2023 meeting

Motion by Alderman Mike Hallquist, second by Alderman Chris Blackburn to approve the minutes of the July 11, 2023 Board of Public Works meeting. Motion carried 5-0.

4. Unfinished Business

- a) None

5. New Business

- a) State/Municipal Financial Agreement for design engineering for improvement to connecting highway Greenfield Avenue (STH 59)***

Alderman Blackburn asked if the county can just do a mill and pave. Mr. Grisa responded the road needs to be designed first to determine how the state will proceed.

Motion by Alderman Chris Blackburn, second by Alderman Tom Szews to approve the State/Municipal Financial Agreement for design engineering for improvement to connecting highway Greenfield Avenue. Motion carried 5-0.

- b) Award of a design contract to RA Smith for Lisbon Road rehabilitation and pathway construction**

Alderman Owen inquired if the project can be minimized. Mr. Grisa responded no.

Motion by Alderman Scott Berg, second by Alderman Mike Hallquist to approve the award of a design contract to RA Smith for Lisbon Road rehabilitation and pathway construction. Motion carried 5-0.

6. Adjournment

Motion by Alderman Mike Hallquist, second by Alderman Tom Szews to adjourn the meeting at 7:47 pm. Motion carried 5-0.

Respectfully Submitted:
Thomas M. Grisa
Director of Public Works

Resolution for the City of Brookfield, Wisconsin

Resolution Number:

Resolution Title: State/Municipal Agreement for Carbon Reduction Program projects (Convert streetlights to LED)

WHEREAS the attached State/Municipal Agreement provides for 80% funding of street light conversion to LED, and

WHEREAS the Board of Public Works considered the State/Municipal Agreement for Carbon Reduction Program projects (Convert streetlights to LED) at its meeting held on November 14, 2023 and recommends approval thereof.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Brookfield that it hereby approves the State/Municipal Agreement for Carbon Reduction Program projects (Convert streetlights to LED), and

BE IT FURTHER RESOLVED that the proper city official(s) be hereby authorized and directed to carry out the council's action, including, but not limited to signing documents, implementing technical revisions to documents to effectuate the best interest of the City, and correcting scrivener's errors.

Adopted this 21st day of November, 2023.

Approved:

Attested:

Mayor Steven V. Ponto

City Clerk Michelle Luedtke

Publication Date:



**STATE/MUNICIPAL AGREEMENT
FOR CARBON REDUCTION
PROGRAM PROJECTS**

**Program Name: Carbon
Reduction Program (CRP)**

Sub-Program #: 206

Cycle: FFY23

Date: October 25, 2023

I.D.: 2721-03-02/82

WisDOT UEI: CBE4JHP1S8H7

Project Sponsor UEI#: FV2FEWXZ7HJ1

Project Title: C BROOKFIELD LIGHTING
REPLACEMENT

Location/Limits: BLUEMOUND, MOORLAND,
GREENFIELD

Project Length: N/A

Project Sponsor: City of Brookfield

County: Waukesha

The signatory, the **City of Brookfield**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Authority for the State to enter into this agreement is 23 U.S.C. 175(c), 23 USC, Section 503(c)(4)(E), and implementing federal requirements in the Code of Federal Regulations to the extent authorized by the Resolution approved on February 15, 2023 by the Wisconsin Legislature's Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation's plan to appropriate federal aid.

Authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by s. 66.0301(2), Wis. Stats

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Roadway/Equipment - Describe and give reason for request: Three corridors of city streets have high pressure sodium light which are not energy efficient.

Proposed Improvement - Nature of work: Convert street lighting systems on Bluemound, Moorland and Greenfield to energy efficient LED technology

The Project Sponsor agrees to the following project funding conditions:

All Project Sponsors and processes, including environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

This project is currently scheduled in State Fiscal Year 2024. Sunset date: 06/30/2029

Sunset Date is determined based on the date a project is scheduled to be authorized. All projects must be completed by **06/30/2029**

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project. The final project sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 2721-03-02					
Design Review #	\$10,000	\$0	0%	\$10,000	100%
ID 2721-03-82					
Procurement	\$354,550	\$283,640	80%*	\$70,910	20%*
Total Est. Cost Distribution	\$364,550	\$283,640	MAX	\$80,910	N/A

*This project has a CRP federal funding maximum of \$283,640. This maximum is cumulative for all federally funded project phases. Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

The subject project is funded with 80% federal funding up to a maximum of \$283,640 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the federal funding maximum, in accordance with CRP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

This request is subject to the terms and conditions that follow (pages 3–8) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of City of Brookfield:	
Name (print):	Title:
Signature:	Date:
Signed for and in behalf of City of Brookfield:	
Name (print):	Title:
Signature:	Date:
Signed for and in behalf of the State	
Name (print): Tony Barth	Title: SE Region Planning Chief
Signature:	Date:

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Federal and state legal requirements that govern the CRP Program, including but not limited to 23 USC, Section 175 to the extent authorized by the Resolution approved on February 15, 2023 by the Wisconsin Legislature's Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation's plan to appropriate federal aid.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
 - b. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin's approved Carbon Reduction Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind. (ROW projects to improve traffic flow may not allow for the construction of new capacity.
 - b. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, and staking).
 - c. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
 - d. New installations or alteration of street lighting, traffic signals or traffic control devices, and advanced transportation technologies.
 - e. State Review Services for construction or procurement.
6. Project items purchased with federal funding are for the primary use of the CRP project.
7. State Disbursements:

- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.
- b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. Work necessary to complete the CRP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities. (ROW projects to improve traffic flow may not allow for the construction of new capacity)
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - f. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - g. Real Estate
 - h. Preliminary Engineering
 - i. State review for design
9. The work eligible for Federal participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to 23 U.S.C. Section 175 to the extent authorized by the Resolution approved on February 15, 2023 by the Wisconsin Legislature's Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation's plan to appropriate federal aid.
10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR Part 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
11. The improvement will be completed in conformance with the e standards in this agreement unless an exception to standards is granted by the State in writing prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
12. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.

13. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
14. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
15. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
16. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
17. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
18. Federal Single Audits of the Project Sponsor: The Project Sponsor shall allow the State and its auditors to have access to the Project Sponsor's records and financial statements as necessary for the State, per 2 CFR 200.331(a).
19. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
20. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), Wis. Stats., sexual orientation as defined in s. 111.32 (13m), Wis. Stats. or national origin.
21. When applicable to the project, the Project Sponsor will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected

property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

- e. Provide relocation orders and real estate plats and easements, as required by the project.
- f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- g. Provide maintenance and energy for lighting.
- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

22. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement. (ROW Projects must not include construction of new capacity)
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

23. The subject **project must be completed by the project sunset date, listed on page 2** of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the sunset deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

24. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the

Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

25. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.

26. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

27. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
28. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
29. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

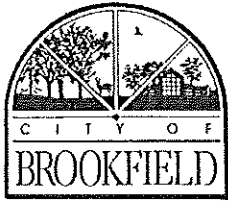
30. Non-Appropriation of Fund: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
31. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq. and shall be preserved by the Project Sponsor.

32. The Project Sponsor agrees to the following State Fiscal Year 2023 CRP project funding conditions:
 - a. ID 2721-03-02/82: Construction:
 - i. Costs for purchase of LED light fixtures are funded with 80% federal funding up to **\$283,640** federal funding limit, when the Project Sponsor agrees to provide the remaining 20% and any funds in excess of the **\$283,640** federal funding limit. These costs are subject to the cumulative project federal funding cap.
 - ii. Non-participating costs for installation are funded 100% by the Project Sponsor.
 - b. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CRP program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of **\$283,640** is cumulative for all federal funded project phases.

[End of Document]



Memorandum:

To: Board of Public Works
From: Thomas M. Grisa, Director of Public Works
Date: October 23, 2023
Topic: Changes to bulky waste item pickup

The proposed 2024 City budget includes a provision to eliminate the collection of one bulky waste item per week per residential unit at no additional cost. The estimated savings for elimination of this service is approximately \$160,000. "Bulky waste item" means waste items that are larger than three feet in any dimension and/ or are heavier than 50 pounds and include such things as:

- Mattresses and box springs
- Household furniture (couches, chairs, tables, cabinets, dressers, etc.)
- Dismantled swing sets
- Large toys and plastic swimming pools
- Bicycles
- Fish aquariums
- Carpeting
- Sinks, toilets and laundry tubs
- Windows and doors
- Lawn mowers and snow throwers
- Lumber and construction debris

Residents with bulky waste items will have several choices to dispose of such items including:

- break up the item into smaller pieces to fit within trash bags (while maintaining less than 50 pounds total weight of trash in each trash can)
- contract directly with GFL for \$45 per collection of up to two bulky items, \$45 per major appliance, and \$60 per major appliance containing freon
- appliances can also be brought to the City's Recycle Center for free disposal
- contract with another waste hauler
- place item for sale or for free in a social media marketplace (Craigslist, Facebook, Freecycle, etc.)
- donate item to charity

The attached are changes that will need to be approved to the existing waste hauling contract to make this change.

Resolution for the City of Brookfield, Wisconsin

Resolution Number:

Resolution Title: Amendment to the solid waste contract modifying bulky waste item collection fee

WHEREAS, the City of Brookfield entered into a contract on September 10, 2021 with GFL Solid Waste Midwest LLC, (GFL) for collection of solid waste and recycling inclusive of bulky waste items, and

WHEREAS, collection of bulky waste items is provided once per week per household (one item per week at no direct cost to the resident), and

WHEREAS, the City is interested in reducing the cost of this contract in an effort to balance the 2024 City budget, and

WHEREAS, GFL has offered to reduce the price for collection of solid waste by \$0.98 per household per month and charge residents directly for collection of bulky waste items in exchange for limiting trash containers to 5 per household per week, and

WHEREAS, this amounts to an estimated cost reduction to the City of approximately \$160,000 annually, and

WHEREAS, an amendment as shown in Exhibit A to the GFL contract, which is attached hereto, provides for this modification, and

WHEREAS, the Board of Public Works considered the amendment to the solid waste collection contract modifying the bulky waste item collection fee and maximum amount of trash containers at its meeting held on November 14, 2023 and recommends approval thereof.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Brookfield that it hereby approves the amendment to the solid waste collection contract modifying the bulky waste collection fee and maximum amount of trash containers, and

BE IT FURTHER RESOLVED that the proper city official(s) be hereby authorized and directed to carry out the council's action, including, but not limited to signing documents, implementing technical revisions to documents to effectuate the best interest of the City, and correcting scrivener's errors.

Adopted this 21st day of November, 2023.

Approved:

Attested:

Mayor Steven V. Ponto

City Clerk Michelle Luedtke

Publication Date: [insert month, day, year]

EXHIBIT A

AMENDMENT NO. 1 TO THE CONTRACT WITH GREEN FOR LIFE FOR SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL Modification of Bulky Waste Collection Fee

This amendment to the Municipal Solid Waste and Recycling Collection and Disposal contract is entered into this ____ day of November, 2023, by and between the City of Brookfield (hereinafter "CITY"), and GFL Solid Waste Midwest LLC (hereinafter "CONTRACTOR") and hereby amends and modifies the original contract entered into between the parties on September 10, 2021. (City and Contractor being collectively referred to herein as the "Parties").

WHEREAS, the City and Contractor entered an Agreement for solid waste collection and recycling ("Agreement") on September 10, 2021;

WHEREAS, the Agreement's scope of services includes the City's paying for Bulky Waste collection for all Customers at \$1.68 per month per household unit (2022 rate);

WHEREAS, due to budgetary concerns, the City does not wish to pay for that service for all Customers, but instead require the Customer to pay for their Bulky Waste collection;

WHEREAS, Contractor is willing to make that change to service, but also desires to limit the amount of containers that a Customer may utilize for Solid Waste pick-up to a maximum of five (5) containers;

WHEREAS, Contractor also agrees to pick up appliances from Customers or other items banned from landfills at Customer's cost, and City is willing to make that change to service.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth in this Amendment No. 1 and other good and valuable consideration, the Parties hereby agree as follows:

1. The above-referenced recitals are true and correct and hereby incorporated by reference.
2. The Agreement is amended as follows:

Paragraph 4 shall be amended to state:

4. **Solid Waste and Bulky Waste Collection:** Contractor shall collect Solid Waste that is timely placed at the Set-out Site no later than 7:00 a.m. by Customers on the day of collection. Contractor shall not begin actual collection before 7:00 a.m. and not continue past 6:00 p.m. unless authorized by the City. All Solid Waste subject to collection by Contractor pursuant to this Contract shall be placed in Customer-provided containers or plastic bags, ~~not to exceed five (5) containers, which shall not exceed measure less than thirty-three two (332) gallons in volume and or have a gross weight of greater than fifty (50) pounds gross weight.~~ Bulky Waste shall be placed curbside or roadside for collection and Customer shall ~~contact Contractor in advance to arrange for collection.~~ Contractor shall not comingle Solid Waste from the City with Solid Waste from other municipalities, nor shall Contractor comingle Solid Waste with Recyclables.

A new paragraph 4.5 shall be added to state:

4.5 Bulky Waste Collection: Contractor shall provide Bulky Waste Collection services to Customers. Customer shall contact and pay Contractor in advance for Bulky Waste Collection services and place Bulky Waste and major appliances curbside or roadside for collection. Bulky Waste collection shall be limited to two (2) items per service collection fee. Major appliances are limited to one (1) item per service collection fee.

Paragraph 8 is amended to state:

8. Rates: The monthly rates shall be set forth in Exhibit A. The Customer Bulky Waste collection fee is \$45.00 for up to two (2) bulky items; except for major appliances, which are \$45.00 each, or \$60.00 each if the major appliance contains freon.

3. The reduction in cost for the collection of Solid Waste and Recyclables shall be \$0.98 per household per month starting January 1, 2024. The revised rate will then be subject to price adjustments in accordance with Section 9 of the Agreement.
4. Except as modified by this Amendment No. 1, all other terms and conditions of the original Agreement shall remain in full force and effect. To the extent the terms hereof are inconsistent with the terms of the Agreement, the terms of this Amendment No. 1 shall control.

Accepted for City of Brookfield:

Accepted for GFL Solid Waste Midwest,
LLC

By: _____

Title: Mayor _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: City Clerk _____

Date: _____

By: _____

Title: _____

Date: _____