



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, April 22, 2025 Immediately following the Annual Meeting	Town Board Utility District No. 1 Sanitary District No. 4	Eric Gnant Room TOB Municipal Building 645 N. Janacek Rd., Brookfield, WI
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1. Call to Order & Roll Call.
2. Meeting Notices.
3. Approval of Agenda.
4. Approval of Minutes:
 - a. April 2, 2025 meeting of the TB, UD1, SD4.
 - b. April 7, 2025 special meeting of the TB, UD1, SD4.
5. Citizen Comments: Three-minute limit.
6. Old Business: None.
7. New Business:
 - a. Discussion and possible action regarding the Change of Agent for the Marcus Majestic Theater liquor license.
 - b. Discussion and possible action regarding Memorandum of Understanding with Flock Group, Inc.
 - c. Discussion and possible action regarding the bids received for the Weyer Road Drainage Improvements project.
8. Departments, Boards, Committee/Commission Reports/Recommendations: None.
9. Approval of Vouchers and Checks.
10. Communication and Announcements.
11. Adjourn.

Posted April 17, 2025

Tom Hagie, Administrator/Interim-Clerk



Office of the Town Clerk

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MEETING MINUTES

Wednesday, April 2, 2025 7:00 p.m.	Town Board Utility District No. 1 Sanitary District No. 4	Eric Gnant Room TOB Municipal Building 645 N. Janacek Rd., Brookfield, WI
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1. Call to Order & Roll Call.
Chairman Henderson called the meeting to order at 7:01 p.m.
Present: Chairman Keith Henderson; Supervisors Steve Kohlmann, John Charlier, John Schatzman and Ryan Stanelle.
A quorum was met (5-0).
Staff Present: Attorney Michael Van Kleunen, Fire Chief John Schilling, Administrator/Interim-Clerk Tom Hagie and Deputy Clerk Emily Howells.
2. Meeting Notices.
Hagie confirmed the meeting notices were posted as required by law.
3. Approval of Agenda.
Motion by Kohlmann to adopt the agenda with the exceptions that item 8 follow item 5 and 7c precedes 7a; seconded by Charlier.
Motion prevailed by a voice vote (5-0).
4. Approval of Minutes:
March 18, 2025 meeting of the TB, UD1, SD4.
Motion by Kohlmann to approve the minutes as presented; seconded by Charlier.
Motion prevailed by a voice vote (5-0).
5. Citizen Comments: Three-minute limit. None.
6. Old Business: None.
7. New Business.
 - a. Discussion and possible action regarding the Countywide Damage Assessment Team Standard Operating Procedures and Memorandum of Understanding for Countywide Damage Assessment Services.
Motion by Stanelle to table the item until the Town Board meeting on May 6, 2025; seconded by Charlier.
Motion prevailed by a voice vote (5-0).
 - b. Discussion and possible action regarding bids received for the Weyer Road Pulverize and Overlay project.
Motion by Schatzman to approve the low bid from Stark Asphalt Corp. in an amount not to exceed \$112,000; seconded by Stanelle.
Motion prevailed by a voice vote (5-0).
 - c. Discussion and possible action regarding proposals for Planning and Zoning services.
Motion by Chairman Henderson to table the item to a special meeting on Monday, April 7, 2025 to be considered in a closed session; seconded by Charlier.
Motion prevailed by a voice vote (5-0).

8. Departments, Boards, Committee/Commission Reports/Recommendations.
 - a. Plan Commission
 1. Discussion and possible action regarding the recommendation to provide Conceptual Approval to Ryan Janssen, representing Avery & Birch, for a new building consisting of a one-story salon suite facility, located at 21055 Crossroads Circle.
Motion by Stanelle to provide Conceptual Approval to Ryan Janssen, representing Avery & Birch, for a new building consisting of a one-story salon suite facility, located at 21055 Crossroads Circle; seconded by Schatzman.
Motion prevailed by a voice vote (5-0).
 2. Discussion and possible action regarding the recommendation to provide Conceptual Approval to Jim Taylor, representing Oscars Frozen Custard, and 7-Brew for two new drive-thru restaurants on the property located at 21165 Highway 18 and the adjacent property to the East.
Motion by Stanelle to provide Conceptual Approval to Jim Taylor, representing Oscars Frozen Custard, and 7-Brew for two new drive-thru restaurants on the property located at 21165 Highway 18 and the adjacent property to the East; seconded by Charlier with the following conditions:
 - a traffic impact analysis be conducted
 - the turn radius for the trash enclosure be addressed
 - the Town enter into a non-annexation agreement for both parcels
 - a revised certified map or deed or cross access agreement be preparedMotion prevailed by a voice vote (5-0).
 - b. Clerk's Office: April 1, 2025 Spring Election results summary.
Howells presented the summary of the election results.
9. Approval of Vouchers and Checks.
Motion by Schatzman to approve vouchers and checks in the amount of \$619,694.90; seconded by Stanelle.
Motion prevailed by a voice vote (5-0).
10. Communication and Announcements.
 - a. Henderson requested the Clerk notify Senator Hutton and Representative Neylon of Annual Meeting Tuesday, April 22, 2025.
 - b. Henderson noted Town Easter Egg Hunt will be held on Saturday, April 19, 2025 at 10 A.M.
 - c. Stanelle noted the next Wisconsin Towns Association Meeting will be held on Wednesday, April 23, 2025 at the Town of Delafield Town Hall.
 - d. Stanelle requested a status of Parks and Rec online registration software program. Hagie noted that Parks and Recreation Director, Chad Brown was compiling a list of potential options that will be brought to the Board at a future meeting for consideration.
11. Adjourn.
Motion by Charlier to adjourn at 9:38 p.m.; seconded by Kohlmann.
Motion prevailed by a voice vote (5-0).

Respectfully submitted by
Tom Hagie, Administrator/Interim-Clerk



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MEETING MINUTES

Special Town Board Meeting

Town Board

Eric Gnant Room

Monday, April 7, 2025

Utility District No. 1

TOB Municipal Building

6:00 P.M.

Sanitary District No. 4

645 N. Janacek Rd., Brookfield, WI

1. Call to Order & Roll Call.

Chairman Henderson called the meeting to order at 6:00 p.m.

Present: Chairman Keith Henderson; Supervisors Steve Kohlmann, John Charlier, John Schatzman and Ryan Stanelle.

A quorum was met (5-0).

Staff Present: Attorney Michael Van Kleunen, Administrator/Interim-Clerk Tom Hagie and Deputy Clerk Emily Howells.

2. Meeting Notices.

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

3. Approval of Agenda.

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

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

4. Approval of Minutes: None.

5. Old Business:

- a. Convene into CLOSED SESSION pursuant to Wis. Stat. § 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: Proposals for Zoning and Planning Services

Motion by Kohlmann to convene into CLOSED SESSION pursuant to Wis. Stat. § 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: for Proposals for Zoning and Planning Services; seconded by Charlier.

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

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

Motion by Kohlmann to reconvene into OPEN SESSION, according to Wis. Stat. §19.85(2), for any necessary action resulting from the Closed Session; seconded by Charlier.

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

Motion by Schatzman to approve the Professional Services Agreement for Town of Brookfield Planning Services with review by the Town Attorney and in a form acceptable to Town staff; seconded by Kohlmann.

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

6. New Business.

- a. Discussion and possible action Resolution 2025-01 authorizing the Borrowing of \$275,000 for the purchase of a new ambulance.

Motion by Charlier to approve Resolution 2025-01 authorizing the Borrowing of \$275,000 for the purchase of a new ambulance with changes conditional to Town staff approval; seconded by Schatzman.

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

7. Adjourn.

Motion by Stanelle to adjourn at 6:44 p.m.; seconded by Charlier.

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

Respectfully submitted by
Tom Hagie, Administrator/Interim-Clerk

DRAFT



REBECCA HEIAN
Direct Dial: 414-905-1447
rebeccaheian@marcuscorp.com

April 10, 2025

Via FedEx

Town of Brookfield
Attn: Town Clerk
645 N. Janacek Road
Brookfield, WI 53045

Re: *Family Entertainment, LLC dba Brookfield Majestic Cinema, 770 Springdale Road, Waukesha, WI 53186* – **Change of Agent for Class “B” & “Class B” Retail (liquor) License**

To Whom It May Concern:

Enclosed please find: a completed Appointment of *Successor Agent* form (AB-101) for the immediate change of agent with attached Wisconsin Responsible Beverage Server Course certificate; a check in the amount of \$10.00 for the change of agent fee; and an Individual Questionnaire (AB-100) completed by the new agent for the above-named premises.

Upon approval and issuance of the new license, please mail the original directly to the licensed property AND (if possible) also email a copy to me at the above email address.

In addition, please note the change to the Marcus corporate mailing address below, and update your records accordingly.

If you have any questions or need additional information, please do not hesitate to contact me. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Rebecca Heian".

Rebecca Heian
Paralegal

Enclosures

Agent Type (check one)	
<input type="checkbox"/> Original (no fee)	<input checked="" type="checkbox"/> Successor (\$10 fee for municipal licensees only) 18000485

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) Family Entertainment, LLC	
2. Business Trade Name or DBA Brookfield Majestic Cinema	
3. Entity Type (check one) <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization (check one) <input checked="" type="checkbox"/> Municipal Retail License <input type="checkbox"/> State Permit	5. If successor agent, provide State Permit or Municipal Retail License Number 2425-BB/BL-04
6. Describe the reason for appointing a successor agent, if successor is checked above. Former Agent, Mark A. Peterson, Sr. retired from Marcus.	

Part B: Agent Information			
1. Last Name Jackson	2. First Name LaMarvon	3. M.I. J.	
4. Email LaMarvonJackson@marcuscorp.com		5. Phone 414-905-1542	
6. Home Address 431 15th Street			
7. City Racine	8. State WI	9. Zip Code 53403	10. Date of Birth 08/27/1986
11. Drivers License/State ID Number J250-5308-6307-00		12. Drivers License/State ID State of Issuance Wisconsin	

Part C: Agent Questions	
1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you completed Form AB-100, <i>Alcohol Beverage Individual Questionnaire</i> (licensee) or Form AB-300, <i>Alcohol Beverage Personal Questionnaire</i> (permittee)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Continued →

Part D: Business Attestation			
<p>READ CAREFULLY BEFORE SIGNING: I, the Undersigned, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.</p>			
Last Name	Bartelt	First Name	Steven
		M.I.	S.
Title	Vice President	Email	LisaNault@marcuscorp.com
		Phone	414-905-1216
Signature			Date
			March <u>3</u> , 2025

Part E: Agent Attestation			
<p>READ CAREFULLY BEFORE SIGNING: I, the Agent, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.</p>			
Last Name	Jackson	First Name	LaMarvon
		M.I.	J.
Signature			Date
			March <u>3</u> , 2025



Certificate Of Completion

Responsible Vendor Training Program

This certificate represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis.

Name : Lamarvon Jackson

Steven A. Dean, CEO

Steven A. Dean, CEO
www.sellerserverclasses.com

This online responsible alcohol vendor training & assessment program is provided by Seller Server Classes.

Having successfully completed the program, the student will be provided with this course completion certificate for their own records.

Name : Lamarvon Jackson
Course Name : Seller Server Course
Date Completed : 2/17/2025
Expiration Date : 2/17/2027
Certificate Number : 177311
Provider : EduClasses.org



Alcohol Beverage Individual Questionnaire

Date
03/13/2025

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor)	Family Entertainment, LLC
2. Business Trade Name or DBA	<i>Brookfield Majestic Cinema</i>
3. Entity Type (check one)	
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	

Part B: Individual Information			
1. Last Name Jackson	2. First Name LaMarvon	3. M.I. J.	
4. Relationship to Business (Title) Agent	5. Email LaMarvonJackson@marcuscorp.com	6. Phone 414-905-1542	
7. Home Address 431 15th Street			
8. City Racine	9. State WI	10. Zip Code 53403	11. Date of Birth 08/27/1986
12. Drivers License/State ID Number J250-5308-6307-00		13. Drivers License/State ID State of Issuance Wisconsin	

Part C: Address History			
1. Do you currently live in Wisconsin?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the month and year when you permanently moved to Wisconsin			(MM/YYYY) 06/2019
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.			
Previous Address 1 431 15th Street	City Racine	State WI	Zip Code 53403
Previous Address 2 1705 Villa Street	City Racine	State WI	Zip Code 53403
Previous Address 3	City	State	Zip Code
Previous Address 4	City	State	Zip Code
Previous Address 5	City	State	Zip Code
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.			
State WI	County Racine	State VA	County Norfolk
State AR	County Pulaski	State AL	County Houston
State NJ	County Bergen	State FL	County Orange

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? Yes No
 If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? Yes No
 If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature  Date **March 13, 2025**

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MEMORANDUM OF UNDERSTANDING

This Data Sharing Memorandum of Understanding (hereinafter “**MOU**”) is entered into by and between Flock Group, Inc., d/b/a “Flock Safety”, with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and Town of Brookfield PD with a place of business at 655 N Janacek Rd, Brookfield, Wisconsin 53045 (“**Customer**”) (each a “**Party**”, and together, the “**Parties**”).

Whereas, Customer desires to access Flock’s technology platform and FlockOS[®] (together, the “**Flock Services**”) in order to view and search still images and associated information (e.g., metadata, geo-location of devices, time stamp, and vehicle description) captured by Flock’s devices (“**Captured Data**”) for the Purpose (defined below).

Whereas, Flock desires to share Captured Data with Customer in accordance with the applicable retention requirements, pursuant to the following terms and conditions:

1. Definitions.

1.1. “**Authorized User**” means employees, agents, or officers of Customer accessing or using the Flock Services for the Purpose.

1.2. “**Flock IP**” means the Flock Services, Flock’s proprietary software, hardware, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized Users.

1.3. “**FlockOS[®] Essentials Tier**” means access to Flock’s cloud-based public safety platform, which includes real-time hotlist alerts and search vehicle evidence from a nationwide network of license plate reader cameras. FlockOS[®] Essentials Tier includes access to Flock’s national law enforcement network of devices.

1.4. “**FlockOS[®] Community Tier**” means access to Flock’s cloud-based public safety platform, which includes limited access to community devices, such as Home Owner Associations, businesses, law enforcement, and school safety customers, within the local city or county they serve. FlockOS[®] Community Tier does not include national access to Flock’s law enforcement network of devices.

2. Purpose. Customer shall use Flock Services solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering by law enforcement to the extent permitted by law (“**Purpose**”).

3. Term. This MOU will commence upon execution by both Parties and shall continue until terminated by either Party pursuant to Section 12 (“**Termination for Convenience**”).

4. Trial Period. For the first ninety (90) days of the Term (“**Trial Period**”), Customer will have complimentary access to FlockOS[®] Essentials Tier. After the Trial Period, Customer will be



automatically downgraded to FlockOS[®] Community Tier unless the Parties mutually execute a paid subscription agreement.

5. Access Rights to Flock Services. Flock grants to Customer a non-exclusive, non-transferable, revocable right to access the features and functions of the Flock Services during the Term, solely for use by Authorized Users. Customer shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this MOU and shall cause Authorized Users to comply with such provisions. Customer shall be responsible for all acts and omissions of Authorized Users.

6. Restrictions on Use. Customer will not permit any Authorized Users or any third party to: (i) copy or duplicate any of the Flock Services; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock Services is compiled or interpreted; (iii) modify, alter, or tamper with any of the Flock Services, or create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock Services; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Services; or (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights. Customer may only access Captured Data and Flock Services to perform the Purpose, as described in Section 2. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances.

7. Service Interruption. Flock Services may be interrupted in the event that: (a) Flock's provision of Flock Services to Customer or any Authorized User is prohibited by applicable law; (b) any third-party services required for Flock Services are interrupted; (c) if Flock reasonably believe Flock Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Interruption.

8. Service Suspension. Flock may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Flock IP or Flock Services if: (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized User uses the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Purpose; or (e) any unauthorized access to Flock Services through Customer's account.

9. Ownership. Flock retains all right, title and interest in and to the Flock Service, Flock IP, and its components or data provided by Flock to Customer. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Except as



provided herein, Customer acknowledges that it neither owns nor acquires any rights, title or interest in Flock IP or Captured Data. If Customer or Authorized User provides any suggestions or other information relating to the subject matter hereunder, Customer or Authorized User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing. There are no implied rights.

10. Warranty. Flock Services are provided “As Is”. Flock disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose as to Flock Services and Captured Data.

11. Financial Implications to Customer. No financial commitment by Customer is required to access the Flock Services or Captured Data under this MOU.

12. Termination for Convenience. Either Party may terminate this MOU for its convenience at its sole discretion by providing thirty (30) days prior written notice of termination, effective immediately after such notice. Upon termination of this MOU, Customer will immediately cease all use of Flock Services.

13. Indemnification. Each Party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the use of Flock Services. To the extent permitted by law, Parties shall indemnify and hold harmless each other against any suits, claims, actions, complaints, or liability of any kind, which relate to the use of or reliance on Flock Services. For tort liability purposes, no participating Party shall be considered the agent of the other participating Party. Each Party to this MOU shall be liable (if at all) only for the torts of its own officers, agents, or employees. Under no circumstances shall this MOU be interpreted to create a partnership or joint venture.

14. Limitation of Liability.

14.1. Limitation on Direct Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLOCK, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY AMOUNT GREATER THAN \$100 IN UNITED STATES CURRENCY, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCT LIABILITY OR OTHERWISE.

14.2. Waiver of Consequential Damages. IN NO EVENT SHALL FLOCK OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Confidentiality.

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15.1. Obligations. During the performance of services and Customer's use of the Flock Services under this Agreement it may be necessary for a Party to provide the other with certain information considered to be proprietary or confidential by the disclosing Party. The disclosure of such confidential information shall be subject to the following terms and conditions.

15.1.1. "**Confidential Information**" shall mean any material, data, systems, procedures and other information of or with respect to disclosing Party that is not be accessible or known to the general public, including information concerning its hardware, business plans or opportunities, business strategies, finances, employees, object code, source code, formulae, algorithms, financial data, clients, employees, software development plans, software support and third-party proprietary or other information that disclosing Party treats as confidential. The receiving Party shall not use, publish or divulge any Confidential Information of the disclosing Party except (i) in connection with receiving Party's provision of software and services pursuant to this Agreement, (ii) to receiving Party's officers, directors, employees, agents and contractors who need to know such information to enable receiving Party to provide software and services pursuant to this Agreement, or (iii) with the prior written consent of disclosing Party, provided that disclosing Party may withhold such consent in its sole discretion.

15.1.2. Each Party shall protect the other's Confidential Information with the same degree of care normally used to protect its own similar Confidential Information, but in no event less than that degree of care that a reasonably prudent business person would use to protect such information. The obligations of each Party to protect Confidential Information received from the other Party shall not apply to information that is publicly known or becomes publicly known through no act or failure to act on the part of the recipient. All provisions of this MOU concerning this section herein, shall survive any termination of this MOU.

15.2. Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to the receiving Party on a non-confidential basis by a third-party not having a confidential relationship with the other Party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving Party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process or the Freedom of Information Act or Public Records Request shall not be considered a breach of this MOU; provided the receiving Party provides prompt notice of any such subpoena, order, or the like to the other Party so that such Party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

16. Entire Agreement. This MOU is complete and contains the entire understanding between the Parties relating to the provision of Flock Services, the sharing of Captured Data, and

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Confidential Information by and between Flock and Customer. This MOU supersedes any and all other agreements between the Parties. This Agreement is non-assignable by either Party.

17. Severability. Nothing in this MOU is intended to conflict with or violate State or Federal laws, regulations, policies, etc. If a term or provision of this MOU is inconsistent with a law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect. If any provision of this MOU is found to be unenforceable, unlawful, or void, the provision shall be deemed severable from the MOU and shall not affect the validity of the remaining provisions.

18. Miscellaneous. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in this Agreement. This MOU shall be governed by the laws of the state in which the Customer is located, excluding its conflict of laws rules. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this MOU.

IN WITNESS WHEREOF, Flock and the Customer have caused this MOU to be signed on the date set forth below and be effective on the last date specified below.

FLOCK GROUP, INC.

Town of Brookfield PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

April 15, 2025

Mr. Tom Hagie, P.E., Administrator
Town of Brookfield
645 North Janacek Road
Brookfield, WI 53045

Re: Weyer Road Drainage Improvements
Contract 1-2025
Town of Brookfield, Wisconsin

Dear Tom,

Bids for the above-referenced Project were opened on April 15, 2025. Two Bids were received with the resulting Bid tabulation enclosed. The low Bid of \$128,890 was less than ENGINEER's opinion of probable construction cost.

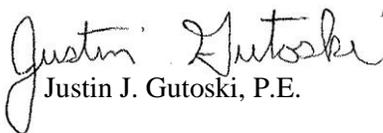
All-Ways Contractors, Inc. of Elm Grove, Wisconsin, was the apparent low Bidder at \$128,890. The Bid included a Bid Bond for 10 percent. The Bid is deemed to be responsive.

Strand Associates, Inc.® has previously worked with All-Ways Contractors, Inc. on past projects for the Town of Brookfield. For those projects, the Town of Brookfield determined All-Ways Contractors, Inc. to be responsible.

If you determine that All-Ways Contractors, Inc. is a responsible Bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 18 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.®


Justin J. Gutoski, P.E.

Enclosure

Weyer Road Drainage Improvements								
Contract 1-2025								
Town of Brookfield, Wisconsin								
Solicitor: Strand Associates, Inc.								
April 15, 2025 10 A.M. Central Time								
					All-Ways Contractors, Inc.		C.W. Purpero, Inc	
Section Title	Line Item	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
Weyer Road Drainage Improvements								
	1	Clearing and Grubbing	LS	1	\$10,960.00	\$10,960.00	\$7,300.00	\$7,300.00
	2	Common Excavation	LS	1	\$41,760.00	\$41,760.00	\$46,000.00	\$46,000.00
	3	13-IN by 17-IN Corrugate Metal Pipe Arch Culvert	LF	375	\$88.40	\$33,150.00	\$101.00	\$37,875.00
	4	Apron Endwalls for 13-IN by 17-IN Corrugated Metal Pipe Arch Culvert	EA	18	\$395.00	\$7,110.00	\$370.00	\$6,660.00
	5	15-IN by 21-IN Corrugated Metal Pipe Arch Culvert	LF	50	\$97.50	\$4,875.00	\$179.00	\$8,950.00
	6	Apron Endwalls for 15-IN by 21-IN Corrugated Metal Pipe Arch Culvert	EA	4	\$420.00	\$1,680.00	\$369.00	\$1,476.00
	7	Removing Storm Sewer and Culvert Pipe and Structures	LS	1	\$3,750.00	\$3,750.00	\$2,200.00	\$2,200.00
	8	Erosion Control	LS	1	\$1,720.00	\$1,720.00	\$4,000.00	\$4,000.00
	9	Turf Restoration	LS	1	\$23,885.00	\$23,885.00	\$45,500.00	\$45,500.00
Base Bid Total:						\$128,890.00		\$159,961.00



Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

April 15, 2025

Mr. Christopher Michels, President
All-Ways Contractors, Inc.
P.O. Box 798
Elm Grove, WI 53122

Re: Weyer Road Drainage Improvements
Contract 1-2025
Town of Brookfield, Wisconsin

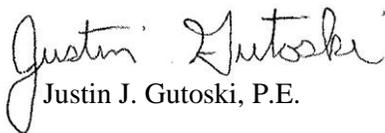
Dear Christopher,

On April 15, 2025, Bids were received for the above-referenced Project. Your firm is the apparent low Bidder.

We have enclosed a sample of the Acord Certificate of Liability Insurance. Please forward this sample to your insurance carrier and have them review promptly. Please forward any questions regarding insurance as soon as possible to expedite processing of the policies. Note that the insurance certificate often omits naming OWNER and ENGINEER as additional insureds or omits specified endorsements. In addition, all completed operations insurance shall remain in effect for at least three years after final payment. Please bring these items to your insurance carrier's attention.

Sincerely,

STRAND ASSOCIATES, INC.®


Justin J. Gutoski, P.E.

Enclosure

c: Mr. Tom Hagie, P.E., Town Administrator, Town of Brookfield, Wisconsin