



CITY OF GLENDALE

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Meeting ID: 975 9968 6909

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AGENDA-COMMON COUNCIL MEETING

Monday, June 9, 2025

6:00 PM

1. Roll Call and Pledge of Allegiance

2. Public Comment

Glendale residents, business owners, and property owners are invited to speak to the Council on items that are not on tonight's agenda but are within the City's ability to regulate or control.

3. Consent Agenda

- a. Adoption of Minutes: Meetings held on May 12th, 2025, and May 23rd, 2025
- b. Approval: Accounts Payable
- c. Approval: \$2,000 for July 4th and Juneteenth Parade Expenses
- d. Pay Application 1: 2025 Alley Reconstruction Project - \$237,216.21 to All-Ways Contractors, Inc.
- e. Approval: Change Order 1 - 2025 Alley Reconstruction Project

4. Unfinished Business

- a. Review and Possible Action: Waiver of City Code Requirement – Section 13.1.210 Distance Requirements for Drive-Through Facility Located at 5256 Port Washington Road

5. New Business

The public may speak to the Council prior to the beginning of deliberations on these items, provided they have notified their respective Alderperson or the Mayor in advance of this meeting.

- a. Review and Possible Action: Proclamation - Recognizing Juneteenth Day
- b. Review and Possible Action: Proclamation - Recognizing June as LGBTQ+ and Pride Month in the City of Glendale
- c. Authorization: Amend Agreement with City Water - 3-Year Water Data Analytic Software Platform

6. Commission, Committee, Board, and Staff Reports

This is an Opportunity for Council Members to Report on their Respective Committees, Commissions, Boards of which they serve as a Member and for Staff and Administrator updates.

7. Adjournment

The Common Council of Glendale currently holds meetings in person at City Hall, or an alternative physical location as allowed by the City Ordinance. As a courtesy to residents, Council meetings will also be made available live on Zoom virtual platform for viewing and possible participation. However, the City cannot guarantee the technology supporting the virtual viewing option will operate perfectly and continuously. The only way to guarantee the ability to offer public comment, or view the meeting uninterrupted, is to appear in person. If the Zoom platform fails, the meeting will continue as scheduled.



SUBJECT: This field is required.

FROM:

MEETING: Common Council Meeting, June 9, 2025

MEETING DATE: June 9, 2025

FISCAL SUMMARY:

Budget Summary:

Budgeted Expenditure:

Budgeted Revenue:

STATUTORY REFERENCE:

Wisconsin Statutes:

Municipal Code:

BACKGROUND & ANALYSIS:

RECOMMENDATION:

ACTION REQUESTED:

ATTACHMENTS:

May 23 Special Common Council Minutes, May 12 Common Council Minutes



CITY OF GLENDALE
5909 North Milwaukee River Parkway
Glendale, WI 53209
MINUTES- Common Council

Friday, May 23, 2025

2:00 PM

1. Roll Call and Pledge of Allegiance

The Common Council meeting was called to order at 2:00 p.m. by Mayor Kennedy.

Roll Call: Present: Mayor Bryan Kennedy, Alderperson Phillip Bailey, Alderperson Tomika Vukovic, Alderperson James Daugherty, Alderperson John Gelhard, Alderperson Steven Schmelzling, Alderperson JoAnn Shaw.

Other Officials Present: City Administrator Karl Warwick, City Attorney Nathan Bayer, Deputy Clerk Abigail Slack.

2. Unfinished Business

- a. Review and Possible Action: *Authorization to Execute* - New North Shore Library Funding Agreement

Mayor Kennedy opened with some background on why this authorization was held over from the prior meeting and reiterated some background. Administrator Warwick presented a summary of the agreement with the Bayside and remaining in Glendale options focusing on the financial impact. This included questions and answers from the council. 5 members of the public requested to speak. Randy Rip of 420 W Acacia Rd voiced displeasure with the legal problems with the Library Foundation and how it has cost us to try and recoup money from them. Christine Gaphney of 511 W Monteclaire Ave said that their biggest concerns that they were going to voice were assuaged by the protections in the new agreement. They did voice displeasure with the current funding formula. Peter Roti of 6439 N Sunny Point Ln voiced displeasure with how the city got into the agreement in the first place and the costs associated with it. Brian Swanson of 1820 Wayside Dr voiced frustration with the additional costs as well. Aldperson Vukovic voiced that they would vote for the agreement for the City's benefit. Aldperson Gelhard voiced that they feel there is material misrepresentations in the agreement and they can't vote for it. Aldperson Schmelzling provided additional background on the agreement and voiced displeasure with the current option being voted on. Aldperson Daugherty clarified with Administrator Warwick that no further capital expenditures would be committed in the future unless the City agrees.

Motion made by Aldperson Vukovic and Seconded by Alderperson Shaw to Approve: *Authorization to Execute* - New North Shore Library Funding Agreement.

Ayes: Aldpersons Bailey, Schmelzling, Shaw, Vukovic Noes: Alderpersons Gelhard, Daugherty

Abstain: None

Motion Passed

- b. Review and Possible Action: *Resolution:* Reaffirming the City's Position on Financing the North Shore Library's Campaign

There was general discussion about the resolution presented and changes by Aldperson Schmelzling.

Motion made by Aldperson Schmelzling and Seconded by Aldperson Vukovic to Approval;
Resolution: Reaffirming the City's Position on Financing the North Shore Library's Campaign with the redlines presented by Aldperson Schmelzling.

Ayes: Aldpersons Bailey, Schmelzling, Shaw, Vukovic, Gelhard Noes: Aldperson Daugherty

Abstain: None

Motion Passed

3. Adjournment

There being no further business, a motion made by Aldperson Shaw and Seconded by Aldperson Vukovic to Adjourn.

Ayes: Unanimous Noes: None Abstain: None

Motion Passed.

Minutes prepared by Benjamin Polony, Assistant to the Administrator

[MIN_SIGNATURES]



CITY OF GLENDALE
5909 North Milwaukee River Parkway
Glendale, WI 53209
MINUTES- Common Council

Monday, May 12, 2025

6:00 PM

1. Roll Call and Pledge of Allegiance

The Common Council meeting was called to order at 6:00 p.m. by Mayor Kennedy.

Roll Call: Present: Mayor Bryan Kennedy, Alderperson Phillip Bailey, Alderperson Tomika Vukovic (Virtual), Alderperson James Daugherty, Alderperson John Gelhard, Alderperson Steven Schmelzling, Alderperson JoAnn Shaw.

Other Officials Present: City Administrator Karl Warwick, City Attorney Nathan Bayer, City Clerk Megan Humitz (Virtual), Deputy Clerk Abigail Slack.

2. Public Comment

Glendale residents, business owners, and property owners are invited to speak to the Council on items that are not on tonight's agenda but are within the City's ability to regulate or control.

Mayor Kennedy opened the public hearing. Mayor Kennedy called three times for anyone on the Zoom call or in the Council chambers who wished to speak for public comment, but there was no public comment.

3. Consent Agenda

Motion made by Alderperson Shaw and Seconded by Aldperson Bailey to adopt Consent Agenda.
Ayes: Unanimous Noes: None Abstain: None
Motion passed.

- a. Approval: Accounts Payable
- b. Approval: Minutes from April 28, 2025, Common Council Meeting

4. Unfinished Business

- a. Review and Possible Action: *Authorization to Execute* - New North Shore Library Funding Agreement

Mayor Kennedy provided a presentation to give background information on how the situation regarding the Library Agreement came to be, the options for going forward, and his recommendation. In 2019, Glendale exercised the 3-year clause to give notice to leave the North Shore Library due to issues with the original agreement. In 2021, a developer from Bayside offered to donate space for a new library and the Village President of Bayside promised that all the funds

needed for the construction would be fundraised by them. However, due to rising costs, the initial estimate grew and exceeded what was originally needed and raised. There currently exists a \$2.4 million shortfall in fundraising with bids on the table that expire at the end of May. The current options include remaining in Glendale (\$5.66 million cost), move to Bayside (\$488k cost after a \$750k sale of the existing library building), joining the Milwaukee Public Library (65% higher operating costs), or creating a Glendale Library (\$6 million+ upfront cost with \$1.1 million a year operating costs). The Mayor then presented some cost comparisons and touched on the emotional vs. financial framing of the discussion. The Mayor recommended the approval of the current agreement to move to Bayside. There were general questions, answers, and discussion that followed from members of the council and the public. Discussion included, but was not limited to, issues regarding how the agreement came to be, the funding formula, the options available, and ways that the City could recoup funds spent on the recommended Bayside agreement. Alderson Vukovic also had concerns with the sale of the current library building being considered an offset to the cost in moving to Bayside as it is a current asset for the city.

Motion made by Alderson Schmelzling and Seconded by Alderson Daugherty None to reject the *Authorization to Execute* - New North Shore Library Funding Agreement as presented, and direct staff to negotiate a net-zero capital approach.

Ayes: Aldersons Daugherty, Gelhard, Schmelzling Noes: Aldersons Bailey, Vukovic, Shaw, Mayor Kennedy Abstain: None
Motion failed.

Concern was voiced by Alderson Schmelzling about the City having to provide additional capital funds when originally that was not supposed to happen. Mayor Kennedy noted that any additional funds in the form of grants or fundraising would be used to help offset the cost to Glendale and the other municipalities. Administrator Warwick noted that, procedurally, the City can not spend more than what the new funding agreement stipulates, the \$1.2 million in addition to other contingencies. The council continued to generally discuss other options.

Motion made by Alderson Bailey and Seconded by Alderson Shaw to table the *Authorization to Execute* - New North Shore Library Funding Agreement as presented until a special meeting is called after the other communities in the agreement vote.

Ayes: Aldersons Gelhard, Bailey, Shaw, Vukovic Noes: Aldersons Daugherty, Schmelzling
Abstain: None
Motion passed.

5. New Business

The public may speak to the Council prior to the beginning of deliberations on these items, provided they have notified their respective Alderson or the Mayor in advance of this meeting.

- a. Review and Approval: Change Order 2 - 2024 Private Property Inflow and Infiltration (PPII) Reduction Program with MJ Construction not to Exceed \$210,400

Administrator Warwick provided an overview of the change order for the PPII program which is 100% funded by the Milwaukee Metropolitan Sewerage District.

Motion made by Bailey and Seconded by Gelhard to Approve: *Change Order 2 - 2024 Private Property Inflow and Infiltration (PPII) Reduction Program with MJ Construction not to Exceed \$210,400.*

Ayes: Unanimous Noes: None Abstain: None
Motion Passed.

- b. Review and Approval: *Engineering Change Order* - Additional Inspection Services for the 2024 Glendale PPII Program with Clark Dietz not to Exceed \$22,390

Administrator Warwick provided an overview of the change order for the PPII program which is 100% funded by the Milwaukee Metropolitan Sewerage District. Warwick noted the reason is additional laterals being added to the program.

Motion made by Schmelzling and Seconded by Daugherty to Approve: *Engineering Change Order* - Additional Inspection Services for the 2024 Glendale PPII Program with Clark Dietz not to Exceed \$22,390.

Ayes: Unanimous Noes: None Abstain: None
Motion Passed.

- c. Review & Discussion: Legislative, Judiciary & Finance Committee & Public Works/Police Committee

Mayor Kennedy provided an overview noting that the committees being discussed here meet very irregularly and there is a desire to see if more can be done with them. Administrator Warwick provided some suggestions on what each of the committees could do including each respective committee reviewing reports from City staff regarding their respective areas of focus. Alderperson Daugherty agreed with the idea as committees reviewing reports before council meetings could help ensure nothing is missed. Alderperson Schmelzling noted that some things could be handed off to the committees, but also be wary of creating work for themselves.

6. Commission, Committee, Board, and Staff Reports

This is an Opportunity for Council Members to Report on their Respective Committees, Commissions, Boards of which they serve as a Member and for Staff and Administrator updates.

City Clerk Megan Humitz provided a reminder of a Board of Review Meeting on June 9 from 4pm to 6pm, and the L&J meeting on June 9 from 6pm to 6:15pm. Chief Fugman said that speed data collection signs were open to be relocated based on council wants. Alderperson Schmelzling noted that the scouts would be selling corn roast at the 4th of July event. Alderperson Shaw voiced displeasure at current information dissemination. Mayor Kennedy reported the ICC met today and the North Shore Fire Department meets tomorrow morning.

7. Adjournment

There being no further business, a motion made by Alderperson Gelhard and Seconded by Alderperson Bailey to adjourn.

Ayes: Unanimous Noes: None Abstain: None
Motion passed.

Minutes prepared by Benjamin Polony, Assistant to the Administrator

[MIN_SIGNATURES]



SUBJECT: This field is required.

FROM:

MEETING: Common Council Meeting, June 9, 2025

MEETING DATE: June 9, 2025

FISCAL SUMMARY:

Budget Summary:

Budgeted Expenditure:

Budgeted Revenue:

STATUTORY REFERENCE:

Wisconsin Statutes:

Municipal Code:

BACKGROUND & ANALYSIS:

RECOMMENDATION:

ACTION REQUESTED:

ATTACHMENTS:

Accounts Payable Report for Council Meeting 6-9-25



CITY OF GLENDALE
OFFICE OF THE CITY TREASURER

5909 N. Milwaukee River Parkway
Glendale, Wisconsin 53209-3815
Telephone (414) 228-1759

June 4, 2025

Mayor and Common Council
City of Glendale

Re: Accounts Payable Register

Honorable Mayor and Council Members:

This is to certify that the Accounts Payable Register, for your approval on June 9, 2025, has been reviewed and checked as to the dollar amount and vendor name on the register and the checks. Both have been found to be correct and ready for your approval for payment. This certification is for:

- Prepaid checks numbered 4499 to 4532, and 56640 to 56764 totaling \$1,417,357.90.

Upon your approval, I will complete the final processing of the Accounts Payable Register and issue the checks.

Sincerely,

CITY OF GLENDALE

Jialin Li,
Finance Director & Treasurer

ATTACHMENTS:

1. [Approval: Accounts Payable](#)

CHECK DISBURSEMENT REPORT FOR CITY OF GLENDALE

CHECK DATE 05/01/2025 - 05/31/2025

Check Date	Bank Account	Check #	Invoice	Payee	Description	GL Number	Amount
05/27/2025	1	4499(E)	05232025	VOYA RETIREMENT INS/ANNUITY COMPAN	DEFERRED COMPENSATION	102-000.00-21570	1,075.00
05/27/2025	1	4500(E)	PEC25-0002	CITY OF GLENDALE	PERMIT OVERPAYMENT	101-000.00-20029	480.00
05/27/2025	1	4501(E)	PEC25-0003	CITY OF GLENDALE	BUILDING PERMITS	101-000.00-44301	270.00
05/27/2025	1	4502(E)	25GLEN-B00101	CITY OF GLENDALE	BUILDING PERMITS	101-000.00-44301	2,149.52
05/27/2025	1	4503(E)	05232025	NO SHORE BANK FSB	DEFERRED COMPENSATION	102-000.00-21570	2,310.00
05/27/2025	1	4504(E)	5358542521	WE ENERGIES	UTILITIES	101-522.51-54060	79.95
			5451928231		UTILITIES	101-522.51-54060	150.24
			5471419582		UTILITIES	101-522.51-54060	64.13
			5470288143		UTILITIES	101-522.51-54060	50.79
			5459583205		UTILITIES	101-518.12-54060	12,171.19
			5471700291		UTILITIES	101-522.51-54060	410.71
			5459581591		UTILITIES	101-522.51-54060	1,914.10
							14,841.11
05/27/2025	1	4505(E)	05232025	WISCONSIN RETIREMENT FUND	RETIREMENT WITHHOLDING	102-000.00-21520	101,706.76
05/27/2025	1	4506(E)	05232025	WISCONSIN DEPT. OF REV. EFT	STATE TAX WITHHOLDING	102-000.00-21512	10,800.33
05/27/2025	1	4507(E)	4079959	WISCONSIN DEPT OF TRANSPORT-TVPR	4079959	101-520.19-54020	33.00
			4373473		4373473	101-520.19-54020	9.00
			19291002		19291002	101-520.19-54020	3.00
			19368024		19368024	101-520.19-54020	12.00
							57.00
05/27/2025	1	4508(E)	05232025	DIVERSIFIED BENEFIT SERVICES	SECTION #125 MEDICAL REIMB	101-000.00-20123	0.00
			05232025		SECTION #125 DEP CARE REIMB	101-000.00-20124	83.33
							83.33
05/27/2025	1	4509(E)	05232025A	DIVERSIFIED BENEFIT SERVICES	SECTION #125 MEDICAL REIMB	101-000.00-20123	0.00
			05232025A		SECTION #125 DEP CARE REIMB	101-000.00-20124	83.33
							83.33
05/27/2025	1	4510(E)	05232025	EMPLOYEE TRUST FUNDS-INSURANCE	SECTION 125 HEALTH INSURANCE	102-000.00-21530	128,369.90
			05232025		SECTION 125 HEALTH INSURANCE	102-000.00-21530	18,060.22
			05232025		HEALTH -HOSP INS RETIREES	248-524.41-56035	19,121.98
			05232025		HEALTH INSURANCE - RETIREE	702-000.00-22004	76.47
			05232025		HEALTH -HOSP INS RETIREES	248-524.41-56035	58,198.69
							223,827.26
05/27/2025	1	4511(E)	104457916	WEX BANK	GAS, OIL, LUBRICANTS, TIRES	101-522.51-53170	6,601.31
05/27/2025	1	4512(E)	05232025	BMO HARRIS BANK	BMO BANK PAYROLL	102-000.00-10003	170,177.05
05/27/2025	1	4513(E)	CITY HALL MARCH 202	BMO HARRIS BANK	OFFICE SUPPLIES	101-518.04-53010	891.86
			CITY HALL MARCH 202		OFFICE SUPPLIES	101-518.12-53010	190.50
			CITY HALL MARCH 202		ELECTION MATERIALS	101-518.04-53200	2,674.09
			CITY HALL MARCH 202		MEETINGS, CONFERENCE, CONVENT	101-518.02-52160	191.73
			CITY HALL MARCH 202		OTHER FEES	101-518.02-54020	18.09
			CITY HALL MARCH 202		DUES, SUBSCRIPTIONS, MANUALS	101-518.02-52150	37.01
			CITY HALL MARCH 202		MEETINGS, CONFERENCE, CONVENT	101-518.04-52160	37.70
			MAR2025-DPW		RADIOS/GPS	101-522.51-53080	239.70
			MAR2025-DPW		OTHER ROAD MATERIAL	101-522.51-53130	13.00

CHECK DISBURSEMENT REPORT FOR CITY OF GLENDALE

CHECK DATE 05/01/2025 - 05/31/2025

Check Date	Bank Account	Check #	Invoice	Payee	Description	GL Number	Amount
			MAR2025-DPW		STREET SIGNS-CITY	101-522.51-53155	140.96
			MAR2025-DPW		OTHER SUPPLIES AND EXPENSE	101-522.51-53190	31.88
			MAR2025-DPW		OTHER MATERIALS	900-536.73-53160	21.80
			MAR2025-DPW		OTHER EQUIPMENT	101-522.51-55020	245.59
			MAR2025-DPW		FOOD/BEVERAGE STOCK	270-526.70-52510	99.76
			CH OCTOBER 24		MEETINGS, CONFERENCE, CONVENT	101-518.02-52160	82.48
			CH OCTOBER 24		OTHER FEES	101-518.02-54020	36.38
			CH OCTOBER 24		DUES, SUBSCRIPTIONS, MANUALS	101-518.02-52150	124.45
			CH OCTOBER 24		MEETINGS, CONFERENCE, CONVENT	101-518.04-52160	128.46
			CH OCTOBER 24		ELECTION MATERIALS	101-518.04-53200	2,470.29
			CH OCTOBER 24		OFFICE SUPPLIES	101-518.04-53010	649.88
			CH OCTOBER 24		MEETINGS, CONFERENCE, CONVENT	101-518.03-52160	53.00
			CH NOVEMBER 24		OTHER FEES	101-518.02-54020	67.20
			CH NOVEMBER 24		MEETINGS, CONFERENCE, CONVENT	101-518.01-52160	866.05
			CH NOVEMBER 24		OFFICE SUPPLIES	270-526.70-53010	24.00
			CH NOVEMBER 24		MEETINGS, CONFERENCE, CONVENT	101-518.02-52160	76.50
			CH NOVEMBER 24		ELECTION MATERIALS	101-518.04-53200	1,258.86
			CH NOVEMBER 24		DUES, SUBSCRIPTIONS, MANUALS	101-518.02-52150	56.97
			CH NOVEMBER 24		OFFICE SUPPLIES	101-518.04-53010	77.97
			CH NOVEMBER 24		COMPUTER SUPPLIES	101-518.12-53020	537.81
			CH DECEMBER 24		MEETINGS, CONFERENCE, CONVENT	101-518.02-52160	187.84
			CH DECEMBER 24		OFFICE SUPPLIES	101-518.02-53010	71.67
			CH DECEMBER 24		OTHER FEES	101-518.02-54020	630.41
			CH DECEMBER 24		DUES, SUBSCRIPTIONS, MANUALS	101-518.02-52150	246.99
			CH DECEMBER 24		COMPUTER SUPPLIES	101-518.12-53020	3,164.16
			CH DECEMBER 24		DUES, SUBSCRIPTIONS, MANUALS	101-518.03-52150	25.00
			CH DECEMBER 24		MEETINGS, CONFERENCE, CONVENT	101-518.04-52160	1,014.57
			CH DECEMBER 24		OFFICE SUPPLIES	101-518.04-53010	843.19
			CH DECEMBER 24		ELECTION MATERIALS	101-518.04-53200	1,090.90
			CH JANUARY 25		OFFICE SUPPLIES	101-518.03-53010	37.75
			CH JANUARY 25		DUES, SUBSCRIPTIONS, MANUALS	101-518.02-52150	225.78
			CH JANUARY 25		ELECTION MATERIALS	101-518.04-53200	551.36
			CH JANUARY 25		OFFICE SUPPLIES	101-518.04-53010	684.96
			CH JANUARY 25		MEETINGS, CONFERENCE, CONVENT	101-518.04-52160	65.00
			CH JANUARY 25		MEETINGS, CONFERENCE, CONVENT	101-518.02-52160	483.32
			CH JANUARY 25		COMPUTER SUPPLIES	101-518.02-53020	65.58
			CH JANUARY 25		OTHER FEES	101-518.02-54020	198.76
			CH JANUARY 25		OFFICE SUPPLIES	101-518.02-53010	582.81
			CH JANUARY 25		MARKETING AND OTHER	274-518.16-58010	15.00
			CH FEBRUARY 25		MARKETING AND OTHER	274-518.16-58010	325.93
			CH FEBRUARY 25		DUES, SUBSCRIPTIONS, MANUALS	101-518.02-52150	37.01
			CH FEBRUARY 25		OFFICE SUPPLIES	101-518.04-53010	684.91
			CH FEBRUARY 25		ELECTION MATERIALS	101-518.04-53200	1,175.63
			CH FEBRUARY 25		MEETINGS, CONFERENCE, CONVENT	101-518.04-52160	198.98
			CH FEBRUARY 25		OFFICE SUPPLIES	101-518.02-53010	8.86
			CH FEBRUARY 25		MEETINGS, CONFERENCE, CONVENT	101-518.02-52160	363.22
			CH FEBRUARY 25		COMPUTER SUPPLIES	101-518.02-53020	15.96
			CH FEBRUARY 25		MEETINGS, CONFERENCE, CONVENT	101-518.01-52160	1,738.57
			CH FEBRUARY 25		OTHER FEES	101-518.02-54020	81.64
							26,159.73
05/27/2025	1	4514(E)		VOID	VOID CHECK		** VOIDED **

CHECK DISBURSEMENT REPORT FOR CITY OF GLENDALE

CHECK DATE 05/01/2025 - 05/31/2025

Check Date	Bank Account	Check #	Invoice	Payee	Description	GL Number	Amount
05/27/2025	1	4515(E)		VOID	VOID CHECK		** VOIDED **
05/27/2025	1	4516(E)		VOID	VOID CHECK		** VOIDED **
05/27/2025	1	4517(E)		VOID	VOID CHECK		** VOIDED **
05/27/2025	1	4518(E)	043025	BMO HARRIS BANK	OTHER SUPPLIES AND EXPENSE	101-518.03-53190	1,361.97
05/27/2025	1	4519(E)	05232025	WISCONSIN DEFERRED COMP	DEFERRED COMPENSATION	102-000.00-21570	6,339.17
05/27/2025	1	4520(E)	176193111	POINT & PAY	OPEN RECORD REQUEST REFUND	101-000.00-46107	20.50
			176195199		REFUND FOR OPEN RECORD REQUEST PA	101-000.00-46107	20.50
							41.00
05/27/2025	1	4521(E)	2024PARKREFUND-TURN	PAYMENT SERVICE NETWORK	DEPOSIT - PARK RENTAL	270-000.00-23370	100.00
05/27/2025	1	4522(E)	050725	QUADIENT INC DEPT 3689	POSTAGE	101-518.12-53040	1,051.00
05/27/2025	1	4523(E)	MMI-0006583	VILLANI LANDSHAPERS	LANDSCAPE MAINTENANCE	101-522.51-53151	6,127.16
			MMI-0006583		BAYSHORE EXP	478-580.80-51587	2,634.50
			MMI-0006848		LANDSCAPE MAINTENANCE	101-522.51-53151	6,147.15
			MMI-0006848		BAYSHORE EXP	478-580.80-51587	2,634.50
			MMI-0007097		LANDSCAPE MAINTENANCE	101-522.51-53151	6,127.16
			MMI-0007097		BAYSHORE EXP	478-580.80-51587	2,634.50
							26,304.97
05/27/2025	1	4524(E)	04302025 WATER	INVOICE CLOUD	UTILITY BILLING	900-539.20-53923	2,865.03
			04302025 OTHER		OTHER SUPPLIES AND EXPENSE	101-518.03-53190	185.50
			4143-2025_4		OUTSIDE SERVICES EMPLOYED	900-539.20-53923	4,099.61
			4143-2025_4		OTHER SUPPLIES AND EXPENSE	101-518.03-53190	9.58
							7,159.72
05/27/2025	1	4525(E)	2025PARKREFUND-FORD	INVOICE CLOUD	DEPOSIT - PARK RENTAL	270-000.00-23370	100.00
			2025PARKREFUND-FOX		DEPOSIT - PARK RENTAL	270-000.00-23370	100.00
			2025PARKREFUND-RAGS		DEPOSIT - PARK RENTAL	270-000.00-23370	100.00
							300.00
05/27/2025	1	4526(E)	CH SEPTEMBER 2024	BMO SPEND DYNAMICS	OTHER FEES	101-518.02-54020	238.53
			CH SEPTEMBER 2024		TRAINING AND EDUCATION	101-518.02-52140	85.58
			CH SEPTEMBER 2024		DUES, SUBSCRIPTIONS, MANUALS	101-518.01-52150	600.00
			CH SEPTEMBER 2024		OFFICE SUPPLIES	101-518.02-53010	24.96
			CH SEPTEMBER 2024		MEETINGS, CONFERENCE, CONVENT	101-518.04-52160	1,025.44
			CH SEPTEMBER 2024		ELECTION MATERIALS	101-518.04-53200	333.47
			CH SEPTEMBER 2024		DUES, SUBSCRIPTIONS, MANUALS	101-518.02-52150	57.03
			CH SEPTEMBER 2024		OFFICE SUPPLIES	101-518.04-53010	124.71
			CH SEPTEMBER 2024		MEETINGS, CONFERENCE, CONVENT	101-518.03-52160	125.00
			CH SEPTEMBER 2024		OFFICE SUPPLIES	101-518.03-53010	7.40
							2,622.12
05/27/2025	1	4527(E)	1561	BMO SPEND DYNAMICS	RETIREMENT CARD (SCHIEFFER)	101-520.19-53190	6.32
			81012316130	WALGREENS			
			364534	COMBINED TACTICAL SYSTEMS, TRAININ	PENN ARMS ARMORERS (BYRNES)	101-520.19-52140	325.00
			X62757/1	GLOCK INC	GLOCK TRAINING : CLASS: 111854- A	101-520.19-52140	300.00
			#25	VILLAGE HARDWARE INC	STAPLES (FIREARMS TRAINING)	101-520.19-52140	11.02
			06540424723	BAVARIAN BIERHAUS	ANNIVERSARY CELEBRATION	274-518.16-58130	1,850.76
			21184	BEST BUY	EXTERNAL HARDDRIVE	101-520.19-53190	76.24
				PROFESSIONAL ID CARDS INC	SCHIEFFER'S RETIREMENT ID & HR218	101-520.19-53190	20.50

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			73746514, 76146506 #27065	BATZNER PEST CONTROL INC PEAVEY CORP.	PEST CONTROL SWAB BOXES (50 PK) X7	101-520.19-53050 101-520.19-53190	162.02 150.52
			APR2025	AMAZON-CC	SWABS	101-520.19-53190	24.22
			APR2025	AMAZON-CC	STANDING DESK (LYNCH)	101-520.19-55060	186.99
			APR2025	AMAZON-CC	STANDING DESK (FUGMAN)	101-520.19-55060	208.99
			APR2025	AMAZON-CC	PACKING TAPE	101-520.19-53010	16.71
			APR2025	AMAZON-CC	COMMAND STRIPS	101-520.19-53010	11.99
			APR2025	AMAZON-CC	DAMAGED UNIFORM REPLACEMENT	101-520.19-52120	64.99
			APR2025	AMAZON-CC	WET FLOOR SIGNS & MICROFIBER TOWE	101-520.19-55060	90.39
			APR2025	AMAZON-CC	PAPER PLATES	101-520.19-53190	96.64
			APR2025	AMAZON-CC	ANT TRAPS	101-520.19-55060	3.99
			APR2025	AMAZON-CC	BINDER CLIPS, PAPER & TONER	101-520.19-53010	93.88
			APR2025	AMAZON-CC	BINS, BATTERIES & RATCHET STRAPS	101-520.19-52140	165.63
			APR2025	AMAZON-CC	BROOMS & SHOVELS	101-520.19-55070	278.53
			APR2025	AMAZON-CC	RADIO DUST COVERS	101-520.19-55070	35.99
			APR2025	AMAZON-CC	REFUND FOR BROOMS	101-520.19-55070	(138.60)
			45631583	COMFORT SUITES APPLETON	HOTEL ACCOM. (MARTINEZ)	101-520.19-52140	141.55
			200125595	FBI-LEEDA CC	SUPERVISOR LEADERSHIP INSTITUTE (	101-520.19-52140	795.00
			INV-000981	GRACIE GLOBAL LLC	GST L1- MOUNT PLEASANT LEVEL 1 CE	101-520.19-52140	1,500.00
			34410713521422340	JIMMY JOHNS	JIMMY JOHNS ORDER	101-520.19-53190	60.23
			1100137957	LEXISNEXIS RISK SOLUTIONS	APRIL 2025 CONTRACT FEE	101-520.19-54080	211.80
			EC2490632	NORTH AMERICAN RESCUE	NAR QUIKLITTER LITE X6	101-520.19-55070	201.54
			#12726	OD KIT LLC	NARCASE NYLON HOLSTER X2	101-520.19-52120	66.55
			8545915	SPEEDWAY-CC	PRISONER MEAL	101-520.19-53190	9.22
			#12864	TAC SHIELD	WARRIOR 2N1 SLING X2	101-520.19-55070	92.97
			#34788	TRIJICON, INC.	LOW PICATINNY RAIL MOUNT	101-520.19-55070	244.50
			0000385	UNDERCOVER ACADEMY	TRAINING: SURVEILLANCE & TEAM TAC	101-520.19-52140	175.00
			#INV50026204	WASP BARCODE TECHNOLOGY	WAX RIBBON & TT PAPER LABEL FOR E	101-520.19-53190	305.93
			WS2EVA012325603	WI DOJ	FIRST LINE SUPERVISOR TRAINING (	101-520.19-52140	255.00
			R-CIB2025_SALERNO	WI DOJ	2025 CIB CONFERENCE (SALERNO)	101-520.19-52140	153.00
							8,255.01
05/27/2025	1	4528(E)		VOID	VOID CHECK		** VOIDED **
05/27/2025	1	4529(E)		VOID	VOID CHECK		** VOIDED **
05/27/2025	1	4530(E)		VOID	VOID CHECK		** VOIDED **
05/27/2025	1	4531(E)		VOID	VOID CHECK		** VOIDED **
05/27/2025	1	4532(E)	05/27/2025	INVOICE CLOUD [No Converted Name]	10-WATER USAGE	900-000.00-14210	539.24
			05/27/2025	[No Converted Name]	10-WATER USAGE	900-000.00-14210	255.54
			05/27/2025	[No Converted Name]	10-WATER USAGE	900-000.00-14210	200.22
							995.00
05/27/2025	1	56640	562029	AT&T	25-002937 INVESTIGATIONS	101-520.19-53190	95.00
05/27/2025	1	56641	414228765605 MAY 25	AT&T	TELEPHONE	101-518.12-54070	52.92
05/27/2025	1	56642	043025	VILLAGE OF BAYSIDE	BAYSIDE GENERAL FUND SHARE	275-518.10-55082	4,317.23
			043025		OLD BAYSIDE SHARE	275-518.10-55080	340.79
							4,658.02
05/27/2025	1	56643	IB30903	BOBCAT PLUS	OTHER EQUIPMENT	101-522.51-55020	167.14

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05/27/2025	1	56644	043025 043025	VILLAGE OF BROWN DEER	OLD BROWN DEER SHARE BROWN DEER FUND SHARE	275-518.10-55086 275-518.10-55087	27,672.76 8,385.97 36,058.73
05/27/2025	1	56645	19648628_051325	U S CELLULAR INC	25-002937 INVESTIGATION	101-520.19-53190	150.00
05/27/2025	1	56646		U S CELLULAR INC	VOID CHECK		** VOIDED **
05/27/2025	1	56647	030866749	GALLS LLC	UNIFORM ALLOWANCE	101-520.19-52120	72.99
05/27/2025	1	56648	283909	GIELOW'S LAWN & GARDEN	OTHER ROAD MATERIAL	101-522.51-53130	360.74
05/27/2025	1	56649	2607 2643	GLOBE CONTRACTORS INC	SEWER SYSTEMS REPAIRS CONTRACTUAL SERVICES	201-522.01-55090 900-536.73-54150	15,209.62 138,259.21 153,468.83
05/27/2025	1	56650	25-005401 25-005197	GREENFIELD POLICE	BAIL FOR BRIAN T. HICKS BAIL FOR MALIK A HASAN	101-000.00-23410 101-000.00-23410	124.00 439.00 563.00
05/27/2025	1	56651	MO-22347-1 0425082	JOHNSON'S NURSERY INC	TREE MAINTENANCE TREE MAINTENANCE	101-522.51-51190 101-522.51-51190	2,530.00 120.00 2,650.00
05/27/2025	1	56652	0007050388	JOURNAL SENTINEL INC	NOTICES AND PUBLICATIONS	101-518.01-54050	723.48
05/27/2025	1	56653	5140024571	CITY OF MILWAUKEE TREASURER	UTILITIES	101-522.51-54060	223.51
05/27/2025	1	56654	043025 BS	MILW CNTY TREASURER	NORTH SHORE COURT COUNTY SHARE-BA	275-518.10-55084	84.50
05/27/2025	1	56655	043025 BD	MILW CNTY TREASURER	NORTH SHORE COURT COUNTY SHARE-BR	275-518.10-55084	2,062.17
05/27/2025	1	56656	043025 GL 043025 GL 043025 GL	MILW CNTY TREASURER	NORTH SHORE COURT COUNTY SHARE-GL NORTH SHORE COURT COUNTY SHARE-BA NORTH SHORE COURT COUNTY SHARE-BR	275-518.10-55084 275-518.10-55084 275-518.10-55084	4,663.30 376.80 1,118.40 6,158.50
05/27/2025	1	56657	25-004769	MILW CNTY CIRCUIT CRT CRIMINAL DIV	BAIL FOR BYRAN BERG	101-000.00-23410	850.00
05/27/2025	1	56658	0693522-IN	SIRCHIE ACQUISITION COMPANY LLC	NARK KITS	101-520.19-53190	177.50
05/27/2025	1	56659	I1761931	STREICHER'S INC	YOUNG NEW HIRE UNIFORM: UNDER VES	101-520.19-52120	47.99
05/27/2025	1	56660	I800758 I801040	TRAFFIC & PARKING CO INC	STREET SIGNS-CONTRACTUAL STREET SIGNS-CONTRACTUAL	101-522.51-53150 101-522.51-53150	245.00 4,692.15 4,937.15
05/27/2025	1	56661	247887/1 247901/1 247952/1 248052/1 248353/1 248232/1 248271/1 248154/1 248380/1 248436/1 248413/1	VILLAGE HARDWARE INC	TREE MAINTENANCE OTHER SUPPLIES AND EXPENSE BUILDINGS OTHER SUPPLIES AND EXPENSE OTHER SUPPLIES AND EXPENSE OTHER SUPPLIES AND EXPENSE OTHER SUPPLIES AND EXPENSE OTHER SUPPLIES AND EXPENSE OTHER SUPPLIES AND EXPENSE OTHER MATERIALS GORILLA TAPE (SQ MAINT) OTHER ROAD MATERIAL	101-522.51-51190 101-522.51-53190 101-518.12-55060 101-522.51-53190 101-522.51-53190 101-522.51-53190 101-522.51-53190 101-522.51-53190 101-522.51-53190 900-536.76-53160 101-520.19-55070 101-522.51-53130	50.58 12.13 9.52 38.22 33.08 23.91 101.19 437.04 112.13 10.11 42.30

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			248539/1		JANITORIAL	101-518.12-54090	32.73
			248619/1		OTHER MATERIALS	900-536.76-53160	82.65
							985.59
05/27/2025	1	56662		VOID	VOID CHECK		** VOIDED **
05/27/2025	1	56663	395-0000393269	WISCONSIN DEPT OF TRANS BBS	TRAFFIC ALTERATIONS	420-540.40-58079	12,732.18
			395-0000393325		TRAFFIC ALTERATIONS	420-540.40-58079	6,283.03
			395-0000393326		TRAFFIC ALTERATIONS	420-540.40-58079	471.94
							19,487.15
05/27/2025	1	56664	250 4 65501	DIGGER'S HOTLINE	CONTRACTUAL SERVICES	900-536.73-54150	1,069.60
05/27/2025	1	56665	50968	ARO LOCK & DOOR COMPANY INC	OTHER MATERIALS	900-536.72-53160	252.00
05/27/2025	1	56666	6030383192	STAPLES	OFFICE SUPPLIES	101-518.12-53010	24.00
			6030059923		OFFICE SUPPLIES	101-518.12-53010	40.29
							64.29
05/27/2025	1	56667	05232025	WISCONSIN SCTF	GARNISHMENT DEDUCTION PAYABLE	102-000.00-21580	320.00
05/27/2025	1	56668	05232025	MISSION SQUARE - 304727 MISSION SQUARE - 304727	DEFERRED COMPENSATION	102-000.00-21570	429.78
05/27/2025	1	56669	F10000228672	OTIS ELEVATOR COMPANY INC	OTIS ELEVATOR FUEL SURCHARGE	101-520.19-55060	125.00
			CM20031001		OTIS ELEVATOR PHONE REPROGRAMMING	101-520.19-55060	1,045.31
							1,170.31
05/27/2025	1	56670	25-005313	MID MORAIN Muni COURT	BAIL FOR MARIONA L. BOONE	101-000.00-23410	941.00
05/27/2025	1	56671	05022025GPD	PURTELL SCOTT M	MEAL REIMBURSEMENT FOR WAHI CONFE	101-520.19-52140	35.70
05/27/2025	1	56672	05022025GPD	COSTIGAN PATRICK W	MEAL REIMBURSEMENT- WAHI CONFEREN	101-520.19-52140	35.70
05/27/2025	1	56673	05022025GLPD	WALL ADAM R	MEAL REIMBURSEMENT FOR WAHI CONFE	101-520.19-52140	53.55
05/27/2025	1	56674	PD04012025	GUSE ERIC F	OTHER SUPPLIES AND EXPENSE	101-520.19-53190	51.35
			042852025PD		REIMBURSEMENT FOR K9 AIRFARE	205-520.21-55051	1,315.05
							1,366.40
05/27/2025	1	56675	2348349	DELTA DENTAL PLAN OF WISCONSIN	SECTION 125 DENTAL INSURANCE	102-000.00-21531	4,125.82
			2348349		DENTAL INSURANCE	248-524.41-56032	1,381.62
			2348349		HEALTH INSURANCE - RETIREE	702-000.00-22004	89.67
							5,597.11
05/27/2025	1	56676	345200	GENCOMM	RADIOS/GPS	101-522.51-53080	329.15
05/27/2025	1	56677	051425 KLODE GE	NORTH SHORE WATER COMMISSION	WATER UTILITY CAPITAL PROJECT	420-540.40-58005	786.79
05/27/2025	1	56678	GLEN_OPS_05_2025	NORTH SHORE WATER COMMISSION	PURCHASED WATER	900-500.00-06020	64,853.50
05/27/2025	1	56679	043025 BS	STATE OF WI CONTROLLER OFFICE	NORTH SHORE COURT STATE SHARE-BAY	275-518.10-55083	217.40
05/27/2025	1	56680	043025 BD	STATE OF WI CONTROLLER OFFICE	NORTH SHORE COURT STATE SHARE-BRO	275-518.10-55083	9,862.37
05/27/2025	1	56681	043025 GL	STATE OF WI CONTROLLER OFFICE	NORTH SHORE COURT STATE SHARE-GLE	275-518.10-55083	17,208.76
			043025 GL		NORTH SHORE COURT STATE SHARE-BAY	275-518.10-55083	1,951.54
			043025 GL		NORTH SHORE COURT STATE SHARE-BRO	275-518.10-55083	4,059.72
							23,220.02

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05/27/2025	1	56682	836660	SHOREWOOD NAPA	GAS, OIL, LUBRICANTS, TIRES	101-522.51-53170	79.99
05/27/2025	1	56683	39215	BRILLIANT DPI INC	OTHER FEES	101-518.02-54020	137.50
05/27/2025	1	56684	S0859891	WAUKESHA CO. TECHNICAL COLLEGE	YOUNG: VEH PURSUIT , SIMON: PROF	101-520.19-52140	189.95
05/27/2025	1	56685	01P157017	HUMPHREY SERVICE PARTS INC	OTHER EQUIPMENT	101-522.51-55020	7.37
05/27/2025	1	56686	25-0025418	ENVIROTECH EQUIPMENT CO	SEWER SYSTEMS REPAIRS	201-522.01-55090	471.18
05/27/2025	1	56687	341073150-2025-1	WISCONSIN DNR	WISCONSIN DNR	250-522.57-54143	2,000.00
05/27/2025	1	56688	0284727	POLLARDWATER	OTHER MATERIALS	900-536.73-53160	1,312.90
05/27/2025	1	56689	5-5-2025 (DPW)	HOME DEPOT CREDIT SERVICES	OTHER FEES	270-526.70-54020	22.90
			5-5-2025 (DPW)		BUCKETS FOR SPRING CLEAN UP	101-522.51-53190	42.94
			5-5-2025 (DPW)		SHOP SUPPLIES	101-522.51-53190	49.04
			5-5-2025 (DPW)		BUCKETS FOR SPRING CLEAN UP	101-522.51-53190	42.94
			5-5-2025 (DPW)		OTHER MATERIALS	900-536.73-53160	33.12
							190.94
05/27/2025	1	56690	443146	DIVERSIFIED BENEFIT SERVICES	OTHER FEES	101-518.02-54020	105.00
05/27/2025	1	56691	00265	HEYDENS GREENHOUSES	OTHER FEES	270-526.70-54020	56.00
			00307		OTHER FEES	270-526.70-54020	34.00
							90.00
05/27/2025	1	56692	443241	KAESTNER AUTO ELECTRIC CO	OTHER SUPPLIES AND EXPENSE	101-522.51-53190	246.90
05/27/2025	1	56693	5274-220900	CRIVELLO, NICHOLS & HALL, S.C	ATTORNEY	101-518.02-54155	3,669.50
			5274-220168		BDE23-0004	101-000.00-23280	1,414.50
							5,084.00
05/27/2025	1	56694	5274-220901	CRIVELLO CARLSON SC TRUST A/C CRIVELLO, NICHOLS & HALL, S.C	ATTORNEY	101-518.02-54155	102.50
05/27/2025	1	56695	5071342404	RICOH USA INC	OFFICE MACH MAIN CONTRACTS	101-520.19-53055	378.00
			40515496		OTHER SUPPLIES AND EXPENSE	275-518.10-53190	114.94
			40515496		OFFICE MACH MAIN CONTRACTS	101-518.12-53055	344.82
							837.76
05/27/2025	1	56696	8524895	ITU ABSORBTECH INC	OTHER MATERIALS	900-539.02-53160	27.86
			8524895		CLOTHING ALLOWANCE	101-522.51-52180	27.86
			8524895		UNIFORM ALLOWANCE	201-522.01-52120	27.86
			8524895		UNIFORM ALLOWANCE	250-522.57-52120	27.85
			8524895		JANITORIAL	101-518.12-54090	146.66
			8528575		OTHER MATERIALS	900-539.02-53160	27.86
			8528575		CLOTHING ALLOWANCE	101-522.51-52180	27.86
			8528575		UNIFORM ALLOWANCE	201-522.01-52120	27.86
			8528575		UNIFORM ALLOWANCE	250-522.57-52120	27.85
			8532203		OTHER MATERIALS	900-539.02-53160	27.86
			8532203		CLOTHING ALLOWANCE	101-522.51-52180	27.86
			8532203		UNIFORM ALLOWANCE	201-522.01-52120	27.86
			8532203		UNIFORM ALLOWANCE	250-522.57-52120	27.85
			8532197		JANITORIAL	101-518.12-54090	36.73
			8536027		OTHER MATERIALS	900-539.02-53160	27.86
			8536027		CLOTHING ALLOWANCE	101-522.51-52180	27.86
			8536027		UNIFORM ALLOWANCE	201-522.01-52120	27.86

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			8536027		UNIFORM ALLOWANCE	250-522.57-52120	27.85
							629.11
05/27/2025	1	56697		VOID	VOID CHECK		** VOIDED **
05/27/2025	1	56698	444537	CLARK DIETZ INC	MMSD FLOODWAY PPII	420-540.40-58097	22,492.50
			444490		ALLEY	420-540.40-58331	2,370.00
			444491		ROAD RECONSTRUCTION	420-540.40-58003	1,620.00
			444596		ALLEY	420-540.40-58331	2,752.50
			444506		WATER SYSTEM MAPPING UPDATES	900-536.73-54150	2,365.83
			444506		SANITARY SYSTEM MAPPING UPDATES	250-522.57-54151	1,560.00
			444506		STORM SYSTEM MAPPING UPDATES	201-522.01-54151	3,658.75
			444506		CIP MAPPING UPDATES	101-522.51-54010	1,426.25
			444506		WISLR PAVEMENT RATING	101-522.51-54010	4,908.75
			444821		PANDEMIC REPOSE	290-524.41-53166	9,337.50
			444889		ALLEY	420-540.40-58331	1,860.00
			444810		MMSD FLOODWAY PPII	420-540.40-58097	21,627.50
			444890		ROAD RECONSTRUCTION	420-540.40-58003	540.00
			444824		ALLEY	420-540.40-58331	26,132.25
			444896		PUBLIC WORKS YARD	420-540.40-58048	5,173.90
			444828		ROAD RECONSTRUCTION	420-540.40-58003	3,007.50
			444895		WATER SYSTEM MAPPING UPDATES	900-536.73-54150	360.00
			444895		STORM SYSTEM MAPPING UPDATES	201-522.01-54151	120.00
			444895		ZONING MAP UPDATES	101-522.51-54010	760.00
			444895		CIP MAPPING UPDATES	101-522.51-54010	107.50
			444895		WISLR PAVEMENT RATING	101-522.51-54010	161.25
			444895		SIDEWALK & TRAIL MAP	101-522.51-54010	863.75
			444823		ENGINEERING SERVICES	250-522.57-54151	200.00
			444894		CAPITAL IMPROVEMENT PLANNING	101-522.51-54010	645.00
			444894		MMSD FLOODWAY PPII	420-540.40-58097	740.00
			444894		BENDER RD DITCHING SERVICES	250-522.57-54159	4,867.50
			444894		CRACK SEALING	101-522.51-51150	277.50
			444894		7430 BRAEBURN POW LEGAL DESCRIPTI	101-522.51-54010	245.00
			444894		ENGINEERING SERVICES	250-522.57-54151	543.75
			444894		SILVER SPRING RD	420-540.40-58022	4,050.00
			444894		WATER SYSTEM MODELING	900-539.20-53923	117.50
			444894		SILVER SPRING RD	420-540.40-58022	7,363.75
			444894		GREEN BAY RD WISDOT RESURFACING	101-522.51-54010	1,116.25
			444894		WISLR PAVING RATING	101-522.51-54010	8,647.50
			444894		CRESTWOOD LIFT STATION REPAIRS	250-522.57-54151	3,347.50
			444894		SMALL SCTRUCTURE STORM REPAIRS	250-522.57-54151	1,725.00
			444894		CRESTWOOD DITCHING SERVICES	250-522.57-54159	645.00
			444894		ALLEY	420-540.40-58331	430.00
			444894		BENDER ROAD BRIDGE	420-540.40-58070	3,330.00
			444523		CAPITAL IMPROVEMENT PLANNING	101-522.51-54010	2,667.50
			444523		MMSD FLOODWAY PPII	420-540.40-58097	1,665.00
			444523		BENDER RD DITCHING SERVICES	250-522.57-54159	1,163.75
			444523		7430 BRAEBURN ROW LEGAL DESCRIPTI	101-522.51-54010	612.50
			444523		CONTRACTOR PREQUALIFICATIONS	101-522.51-54010	1,052.50
			444523		STORM STRUCTURE INSPECTIONS	250-522.57-54151	4,092.50
			444523		SILVER SPRING TREE REMOVAL	420-540.40-58022	11,830.00
			444523		SILVER SPRING RD	420-540.40-58022	0.00
			444523		SILVER SPRING RD	420-540.40-58022	11,843.75

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			444523		GREEN BAY ROAD WISDOT RESURFACING	101-522.51-54010	268.75
			444523		WISLR PAVEMENT RATING	101-522.51-54010	6,067.50
			444523		CRESTWOOD LIFT STATION REPAIRS	250-522.57-54151	107.50
			444523		SMALL STRUCTURE STORM REPAIRS	250-522.57-54151	395.00
			444523		CLOVERNOOK DITCHING SERVICES	250-522.57-54159	1,110.00
			444523		MS4 ANNUAL REPORT	250-522.57-54151	1,080.00
			444523		QUARTERLY YARD INSPECTIONS	250-522.57-54151	140.00
			444523		1200 W GLEN RIVER RD	101-522.51-54010	2,457.50
			444523		ALLEY	420-540.40-58331	215.00
			444523		PUBLIC BMP INSPECTIONS	250-522.57-54151	1,636.25
			444523		DITCHING SERVICES	250-522.57-54159	30.80
			444523-2		BDE25-0001	101-000.00-23280	920.00
			444584		BDE23-0004	101-000.00-23280	600.00
			444523-1		BDE23-0004	101-000.00-23280	268.75
			444823-1		BDE24-0006	101-000.00-23280	200.00
			444823-2		BDE23-0007	101-000.00-23280	200.00
			444823-3		BDE23-0004	101-000.00-23280	600.00
			444823-4		BDE24-0004	101-000.00-23280	200.00
			444894-1		BDE24-0007	101-000.00-23280	638.75
			444894-2		BDE24-0003	101-000.00-23280	675.00
			100988		BDE24-0003	101-000.00-23280	112.50
							204,347.78
05/27/2025	1	56699		VOID	VOID CHECK		** VOIDED **
05/27/2025	1	56700		VOID	VOID CHECK		** VOIDED **
05/27/2025	1	56701		VOID	VOID CHECK		** VOIDED **
05/27/2025	1	56702		VOID	VOID CHECK		** VOIDED **
05/27/2025	1	56703		VOID	VOID CHECK		** VOIDED **
05/27/2025	1	56704		VOID	VOID CHECK		** VOIDED **
05/27/2025	1	56705		VOID	VOID CHECK		** VOIDED **
05/27/2025	1	56706	0F36701414	CINTAS FAS LOCKBOX 636525	BUILDING-CITY	101-522.51-55045	1,139.52
			0F36701451		BUILDING	270-526.70-55060	335.30
			0F3670186		BUILDINGS	101-518.12-55060	328.96
			0F36700976		BUILDINGS	101-518.12-55060	934.36
							2,738.14
05/27/2025	1	56707	4196	THE EXPEDITERS INC	MMSD FLOODWAY PPII	420-540.40-58097	24,276.00
05/27/2025	1	56708	27534	CLEAR CUT PRINT SOLUTIONS INC	5000 2PT S/O	275-518.10-59000	3,445.00
05/27/2025	1	56709	161362	BS&A SOFTWARE	MEETINGS, CONFERENCE, CONVENT	101-518.03-52160	200.00
05/27/2025	1	56710	05082025GLPD	KRENN, SAM	TRAINING ACCOM. REIMBURSEMENT	101-520.19-52140	253.40
05/27/2025	1	56711	00417525	AMERICAN LEAK DETECTION	CONTRACTUAL SERVICES	900-536.73-54150	545.00
			00417546		CONTRACTUAL SERVICES	900-536.73-54150	545.00
			00417620		CONTRACTUAL SERVICES	900-536.73-54150	545.00
			00418553		CONTRACTUAL SERVICES	900-536.73-54150	545.00
			00418730		CONTRACTUAL SERVICES	900-536.73-54150	545.00
							2,725.00

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05/27/2025	1	56712	CI-05715	HYDROCORP	CONTRACTUAL SERVICES	900-536.75-54150	1,846.00
05/27/2025	1	56713	105123	MID CITY PLUMBING AND HEATING INC	BUILDING-CITY	101-522.51-55045	906.50
05/27/2025	1	56714	033025-COG 022825-COG	CLEAN SOURCE LLC	JANITORIAL JANITORIAL	101-518.12-54090 101-518.12-54090	3,900.00 3,900.00
							7,800.00
05/27/2025	1	56715	GLPD05062025	HOFFMANN, NATE	REIMBURSEMENT FOR SCHIEFFER'S RET	101-520.19-53190	47.99
05/27/2025	1	56716	11598089	LANGUAGE LINE SERVICES	MANDARIN INTERPERTER 04-2025	275-518.10-53010	27.55
05/27/2025	1	56717	25-005210	MILWAUKEE COUNTY CLERK OF COURTS	BAIL FOR DEVIN L WRIGHT	101-000.00-23410	200.00
05/27/2025	1	56718	902378	SHEELEY SERVICE INC	FOOD/BEVERAGE STOCK	270-526.70-52510	20.00
05/27/2025	1	56719	647132	SAN-A-CARE INC	BUILDING	270-526.70-55060	241.12
05/27/2025	1	56720	3989	LEGACY RECYCLING	CONTRACTUAL SERVICES	221-522.63-54150	750.00
05/27/2025	1	56721	W765314 W765340 W700743 W905472 W905455	CORE & MAIN	OTHER MATERIALS OTHER MATERIALS OTHER MATERIALS OTHER MATERIALS OTHER MATERIALS	900-536.73-53160 900-536.73-53160 900-536.76-53160 900-536.73-53160 900-536.73-53160	220.00 675.70 325.00 89.52 55.32
							1,365.54
05/27/2025	1	56722	05232025	TRUSTEE ROBERT E HANEY	GARNISHMENT DEDUCTION PAYABLE	102-000.00-21580	262.87
05/27/2025	1	56723	0564533 0570065	MINOR'S GARDEN CENTER INC	TREE MAINTENANCE TREE MAINTENANCE	101-522.51-51190 101-522.51-51190	11,862.50 950.00
							12,812.50
05/27/2025	1	56724	98472097 98476282	BOELTER COMPANIES, THE	FOOD/BEVERAGE STOCK FOOD/BEVERAGE STOCK	270-526.70-52510 270-526.70-52510	78.48 55.13
							133.61
05/27/2025	1	56725	05232025	NORTH SHORE BANK-HRA	HEALTH SAVINGS	102-000.00-21553	1,950.00
05/27/2025	1	56726	28378 29687	GATEWAY TECHNICAL COLLEGE	VEHICLE CONTACTS INSTRUCTORS: MYE INSTRUCTOR DEVELOPMENT COURSE- FE	101-520.19-52140 101-520.19-52140	525.00 250.00
							775.00
05/27/2025	1	56727	191988842 192367825	ULINE, INC.	GUN BOXES AND EVIDENCE BAGS HEAT SEALER & CUTTER	101-520.19-53190 101-520.19-53190	538.81 194.41
							733.22
05/27/2025	1	56728	244554 05112025GLPD	BECHLER, ARON	K-9 EXPENSE HOTEL ACCOM. REIMBURSEMENT	205-520.21-55051 205-520.21-55051	63.00 342.04
							405.04
05/27/2025	1	56729	940160331 940160374 940160702 940160758 940160829 940160839	GORDON FOOD SERVICE INC	FOOD/BEVERAGE STOCK FOOD/BEVERAGE STOCK FOOD/BEVERAGE STOCK FOOD/BEVERAGE STOCK FOOD/BEVERAGE STOCK FOOD/BEVERAGE STOCK	270-526.70-52510 270-526.70-52510 270-526.70-52510 270-526.70-52510 270-526.70-52510 270-526.70-52510	691.67 66.60 779.99 429.83 227.49 184.40
							2,379.98

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05/27/2025	1	56730	202504056 202504057 202504057 202504057-2 202504057-3 202504057-1	VANDEWALLE & ASSOCIATES INC	CORP DEVELOPMENT COST CONSULTANT FEES 7 BREW REVIEW BDE25-0001 BDE24-0007 BDE23-0004	420-540.40-58050 101-528.15-54010 101-528.15-54010 101-000.00-23280 101-000.00-23280 101-000.00-23280	2,525.00 4,266.25 901.25 72.50 145.00 284.83
							8,194.83
05/27/2025	1	56731		VOID	VOID CHECK		** VOIDED **
05/27/2025	1	56732	S106243804.001 S106243804.002	ETNA SUPPLY	OTHER MATERIALS OTHER MATERIALS	900-536.75-53160 900-536.73-53160	416.00 520.40
							936.40
05/27/2025	1	56733	76147135 76147137 76147138 76147136	BATZNER PEST CONTROL INC	BUILDING-CONTRACTUAL BUILDING BUILDING BUILDINGS	101-522.51-55040 270-526.70-55060 270-526.70-55060 101-518.12-55060	88.50 70.54 17.96 75.67
							252.67
05/27/2025	1	56734	289766 289766	BEECHWOOD DISTRIBUTORS	FOOD/BEVERAGE STOCK BEER STOCK	270-526.70-52510 270-526.70-52511	345.50 681.50
							1,027.00
05/27/2025	1	56735	Q1849956	QUADIENT INC DEPT 3689	POSTAGE	101-518.12-53040	1,666.89
05/27/2025	1	56736	152652401050725 152652401050725 152652401050725 152652401050725 152659801050725	CHARTER COMMUNICATIONS	COMPUTER SUPPLIES ADMINISTRATIVE-METER READING UTILITIES COMPUTER SUPPLIES OTHER FEES	101-518.12-53020 900-539.30-53902 270-526.70-54060 101-518.12-53020 101-520.19-54020	154.98 174.95 171.98 850.00 40.00
							1,391.91
05/27/2025	1	56737	R19328	ADVANCED WELDING SUPPLY COMPANY IN GAS, OIL, LUBRICANTS, TIRES		101-522.51-53170	73.80
05/27/2025	1	56738	L251306740	CLIFTONLARSONALLEN LLP	AUDIT	101-518.03-54156	4,305.00
05/27/2025	1	56739	51669113	ALTEC INDUSTRIES, INC.	OTHER EQUIPMENT	101-522.51-55020	1,209.11
05/27/2025	1	56740	12465076	ELITE HOOD CLEANING, LLC	BUILDING	270-526.70-55060	620.50
05/27/2025	1	56741	INV-63654	FLOCK SAFETY	FLOCK ADDITIONAL CAMERA	101-520.19-54030	3,150.00
05/27/2025	1	56742	04-24-2025	VINCENT, LORI	REST BY GONZALEZ, EDDIE VIO 12-31	275-000.00-21560	50.00
05/27/2025	1	56743	1211 1211 1211 1211	CITY WATER	CUSTOMER RECORDS UTILITY BILLING MGMT & PRINTING UTILITY BILLING MGMT & PRINTING OUTSIDE SERVICES EMPLOYED	900-539.30-53903 201-522.01-54145 250-522.57-54145 900-539.20-53923	1,030.00 1,030.00 1,030.00 6,710.00
							9,800.00
05/27/2025	1	56744	CD_001096397 CD_001096397 CD_001096397 CD_001096397	RINGCENTRAL INC	TELEPHONE CONVENTION AND TOURISM TELEPHONE ADMINISTRATIVE-METER READING	275-518.10-54070 244-518.16-58090 101-518.12-54070 900-539.30-53902	24.73 49.46 1,676.95 24.73
							1,775.87
05/27/2025	1	56745	103720	LAUTERBACH & AMEN LLP	CONTRACTUAL SERVICES	101-518.03-54150	3,250.00

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			103720		OUTSIDE SERVICES EMPLOYED	900-539.30-53923	3,250.00
			103720		OUTSIDE SERVICES EMPLOYED	201-522.01-53923	3,250.00
			103720		OUTSIDE SERVICES EMPLOYED	250-522.57-53923	3,250.00
							<u>13,000.00</u>
05/27/2025	1	56746	1817	RISE LEADERSHIP LLC	SUPPORT SERVICES	101-518.02-52190	36,000.00
05/27/2025	1	56747	51005	PAPER TIGER DOCUMENT SOLUTIONS	SECURE SHRED 05-01-25	101-520.19-53190	98.00
05/27/2025	1	56748	360507	CASPER COFFEE & VENDING	OTHER SUPPLIES AND EXPENSE	101-520.19-53190	52.00
05/27/2025	1	56749	1664193	JOHNS DISPOSAL SERVICE, INC	REFUSE COLLECTION	221-522.63-54148	43,326.75
			1664193		RECYCLING COLLECTION	221-522.63-54150	28,954.95
			1664193		YARD WASTE COLLECTION	221-522.63-54149	12,046.95
			1664193		20 YARD YARD WASTE DUMPSTER	221-522.63-54149	701.80
			1664193		SWEEPING DUMPSTER	250-522.57-54144	625.00
			1686338		SWEEPING DUMPSTER	250-522.57-54144	450.00
			1686338		20 YARD YARD WASTE DUMPSTER	221-522.63-54149	401.50
							<u>86,506.95</u>
05/27/2025	1	56750	MAY 2025	NORTH LAKESHORE PUBLIC WORKS	MEETINGS, CONFERENCE, CONVENT	101-522.51-52160	284.00
05/27/2025	1	56751	575000435	UMANSKY CHEVROLET	OTHER EQUIPMENT	101-522.51-55020	303.31
			575000505		VEHICLES	101-520.19-55070	32.64
							<u>335.95</u>
05/27/2025	1	56752	41V0026458	CHICAGO PARTS & SOUNDS ENTERPRISES	OTHER EQUIPMENT	101-522.51-55020	162.97
05/27/2025	1	56753	1019383-BB	SPEEDY METALS, LLC	OTHER SUPPLIES AND EXPENSE	101-522.51-53190	44.67
05/27/2025	1	56754	2025PARKREFUND-VOEK	RENEE VOELKER [No Converted Name]	DEPOSIT - PARK RENTAL	270-000.00-23370	100.00
05/27/2025	1	56755	05/27/2025	MILW. METROPOLITAN SEWERAGE DISTRI [No Converted Name]	ACCOUNTS RECEIVABLE	248-000.00-12002	3.00
05/27/2025	1	56756	04-08-2025	ALECIA A. EZELL [No Converted Name]	REST PD BY JACKSON LOUIS VIOL 09-	275-000.00-21560	53.28
05/27/2025	1	56757	04-17-2025	DEAJAH CARSON [No Converted Name]	REST BY VICKERS, SHAVON VIOL 06-0	275-000.00-21560	150.00
05/27/2025	1	56758	04-03-2025	VANETTE EDWARDS [No Converted Name]	REST PIF EDWARDS, CHONCIE VIL 01-	275-000.00-21560	50.00
05/27/2025	1	56759	04082025	WALMART [No Converted Name]	REST BY GODBOLD-JOHNSON VIOL 06-1	275-000.00-21560	127.76
			04082025	[No Converted Name]	REST BY COPELAND, SHANISHA VIOL 0	275-000.00-21560	240.00
							<u>367.76</u>
05/27/2025	1	56760	2025PARKREFUND-DAVI	LATOYA DAVIS [No Converted Name]	DEPOSIT - PARK RENTAL	270-000.00-23370	100.00
05/27/2025	1	56761	04-03-2025	METRO MARKET [No Converted Name]	REST PIF BY ABDELHAMID VIOL 10-30	275-000.00-21560	35.00
05/27/2025	1	56762	PRW23-0052	Joe DeBelak Plbg & Htg [No Converted Name]	BRW23-0008	101-000.00-21001	2,000.00
05/27/2025	1	56763	CR 305418	EDGE ELECTRIC OF WISCONSIN [No Converted Name]	BUILDING PERMITS	101-000.00-44301	84.00

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05/27/2025	1	56764	2503-I-02260	PUBLIC SERVICE COMMISSION OF WISC	REGULATORY COMMISSION EXPENSES	900-539.20-53928	234.59
			2504-I-02260		REGULATORY COMMISSION EXPENSES	900-539.20-53928	1,323.14
							1,557.73
Report Total:							1,417,357.90
--- TOTALS BY GL DISTRIBUTION ---							
PERMIT OVERPAYMENT						101-000.00-20029	480.00
SECTION #125 MEDICAL REIMB						101-000.00-20123	0.00
SECTION #125 DEP CARE REIMB						101-000.00-20124	166.66
ACCOUNTS PAYABLE						101-000.00-21001	2,000.00
DEPOSIT-DEV/PERMITS ESCROW						101-000.00-23280	6,331.83
DEPOSIT - OTHER AGENCY BAIL						101-000.00-23410	2,554.00
BUILDING PERMITS						101-000.00-44301	2,503.52
SPEC ASSESSMENT LETTER						101-000.00-46107	41.00
DUES, SUBSCRIPTIONS, MANUALS						101-518.01-52150	600.00
MEETINGS, CONFERENCE, CONVENT						101-518.01-52160	2,604.62
NOTICES AND PUBLICATIONS						101-518.01-54050	723.48
TRAINING AND EDUCATION						101-518.02-52140	85.58
DUES, SUBSCRIPTIONS, MANUALS						101-518.02-52150	785.24
MEETINGS, CONFERENCE, CONVENT						101-518.02-52160	1,385.09
SUPPORT SERVICES						101-518.02-52190	36,000.00
OFFICE SUPPLIES						101-518.02-53010	688.30
COMPUTER SUPPLIES						101-518.02-53020	81.54
OTHER FEES						101-518.02-54020	1,513.51
ATTORNEY						101-518.02-54155	3,772.00
DUES, SUBSCRIPTIONS, MANUALS						101-518.03-52150	25.00
MEETINGS, CONFERENCE, CONVENT						101-518.03-52160	378.00
OFFICE SUPPLIES						101-518.03-53010	45.15
OTHER SUPPLIES AND EXPENSE						101-518.03-53190	1,557.05
CONTRACTUAL SERVICES						101-518.03-54150	3,250.00
AUDIT						101-518.03-54156	4,305.00
MEETINGS, CONFERENCE, CONVENT						101-518.04-52160	2,470.15
OFFICE SUPPLIES						101-518.04-53010	3,957.48
ELECTION MATERIALS						101-518.04-53200	9,554.60
OFFICE SUPPLIES						101-518.12-53010	254.79
COMPUTER SUPPLIES						101-518.12-53020	4,706.95
POSTAGE						101-518.12-53040	2,717.89
OFFICE MACH MAIN CONTRACTS						101-518.12-53055	344.82
UTILITIES						101-518.12-54060	12,171.19
TELEPHONE						101-518.12-54070	1,729.87
JANITORIAL						101-518.12-54090	8,016.12
BUILDINGS						101-518.12-55060	1,348.51
UNIFORM ALLOWANCE						101-520.19-52120	252.52
TRAINING AND EDUCATION						101-520.19-52140	5,164.50
OFFICE SUPPLIES						101-520.19-53010	122.58
HOUSEKEEPING AND JANITORIAL						101-520.19-53050	162.02
OFFICE MACH MAIN CONTRACTS						101-520.19-53055	378.00
OTHER SUPPLIES AND EXPENSE						101-520.19-53190	2,154.88
OTHER FEES						101-520.19-54020	97.00
COMPUTER SERVICES & EXPENSES						101-520.19-54030	3,150.00
INFORMATION SERVICES						101-520.19-54080	211.80
BUILDINGS						101-520.19-55060	1,660.67

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				VEHICLES		101-520.19-55070	757.68
				CRACK SEALING		101-522.51-51150	277.50
				TREE MAINTENANCE		101-522.51-51190	15,513.08
				MEETINGS, CONFERENCE, CONVENT		101-522.51-52160	284.00
				CLOTHING ALLOWANCE		101-522.51-52180	111.44
				RADIOS/GPS		101-522.51-53080	568.85
				OTHER ROAD MATERIAL		101-522.51-53130	416.04
				STREET SIGNS-CONTRACTUAL		101-522.51-53150	4,937.15
				LANDSCAPE MAINTENANCE		101-522.51-53151	18,401.47
				STREET SIGNS-CITY		101-522.51-53155	140.96
				GAS, OIL, LUBRICANTS, TIRES		101-522.51-53170	6,755.10
				OTHER SUPPLIES AND EXPENSE		101-522.51-53190	1,103.94
				CONSULTANT FEES		101-522.51-54010	32,007.50
				UTILITIES		101-522.51-54060	2,893.43
				OTHER EQUIPMENT		101-522.51-55020	2,095.49
				BUILDING-CONTRACTUAL		101-522.51-55040	88.50
				BUILDING-CITY		101-522.51-55045	2,046.02
				CONSULTANT FEES		101-528.15-54010	5,167.50
				BMO BANK PAYROLL		102-000.00-10003	170,177.05
				STATE TAX WITHHOLDING		102-000.00-21512	10,800.33
				RETIREMENT WITHHOLDING		102-000.00-21520	101,706.76
				SECTION 125 HEALTH INSURANCE		102-000.00-21530	146,430.12
				SECTION 125 DENTAL INSURANCE		102-000.00-21531	4,125.82
				HEALTH SAVINGS		102-000.00-21553	1,950.00
				DEFERRED COMPENSATION		102-000.00-21570	10,153.95
				GARNISHMENT DEDUCTION PAYABLE		102-000.00-21580	582.87
				UNIFORM ALLOWANCE		201-522.01-52120	111.44
				OUTSIDE SERVICES EMPLOYED		201-522.01-53923	3,250.00
				UTILITY BILLING MGMT & PRINTING		201-522.01-54145	1,030.00
				ENGINEERING SERVICES		201-522.01-54151	3,778.75
				SEWER SYSTEMS REPAIRS		201-522.01-55090	15,680.80
				K-9 EXPENSE		205-520.21-55051	1,720.09
				REFUSE COLLECTION		221-522.63-54148	43,326.75
				YARD WASTE COLLECTION		221-522.63-54149	13,150.25
				CONTRACTUAL SERVICES		221-522.63-54150	29,704.95
				CONVENTION AND TOURISM		244-518.16-58090	49.46
				ACCOUNTS RECEIVABLE		248-000.00-12002	3.00
				DENTAL INSURANCE		248-524.41-56032	1,381.62
				HEALTH -HOSP INS RETIREES		248-524.41-56035	77,320.67
				UNIFORM ALLOWANCE		250-522.57-52120	111.40
				OUTSIDE SERVICES EMPLOYED		250-522.57-53923	3,250.00
				WISCONSIN DNR		250-522.57-54143	2,000.00
				SWEEPING		250-522.57-54144	1,075.00
				UTILITY BILLING MGMT & PRINTING		250-522.57-54145	1,030.00
				ENGINEERING SERVICES		250-522.57-54151	14,827.50
				DITCHING SERVICES		250-522.57-54159	7,817.05
				DEPOSIT - PARK RENTAL		270-000.00-23370	600.00
				FOOD/BEVERAGE STOCK		270-526.70-52510	2,978.85
				BEER STOCK		270-526.70-52511	681.50
				OFFICE SUPPLIES		270-526.70-53010	24.00
				OTHER FEES		270-526.70-54020	112.90
				UTILITIES		270-526.70-54060	171.98

CHECK DISBURSEMENT REPORT FOR CITY OF GLENDALE

CHECK DATE 05/01/2025 - 05/31/2025

Check Date	Bank Account	Check #	Invoice	Payee	Description	GL Number	Amount
				BUILDING		270-526.70-55060	1,285.42
				MARKETING AND OTHER		274-518.16-58010	340.93
				ANNIVERSARY CELEBRATION		274-518.16-58130	1,850.76
				RESTITUTION PAYABLE		275-000.00-21560	706.04
				OFFICE SUPPLIES		275-518.10-53010	27.55
				OTHER SUPPLIES AND EXPENSE		275-518.10-53190	114.94
				TELEPHONE		275-518.10-54070	24.73
				OLD BAYSIDE SHARE		275-518.10-55080	340.79
				BAYSIDE GENERAL FUND SHARE		275-518.10-55082	4,317.23
				NORTH SHORE COURT STATE SHARE		275-518.10-55083	33,299.79
				NORTH SHORE COURT COUNTY SHARE		275-518.10-55084	8,305.17
				OLD BROWN DEER SHARE		275-518.10-55086	27,672.76
				BROWN DEER FUND SHARE		275-518.10-55087	8,385.97
				CAPITAL OUTLAY		275-518.10-59000	3,445.00
				PANDEMIC REPOSE		290-524.41-53166	9,337.50
				ROAD RECONSTRUCTION		420-540.40-58003	5,167.50
				WATER UTILITY CAPITAL PROJECT		420-540.40-58005	786.79
				SILVER SPRING RD		420-540.40-58022	35,087.50
				PUBLIC WORKS YARD		420-540.40-58048	5,173.90
				CORP DEVELOPMENT COST		420-540.40-58050	2,525.00
				BENDER ROAD BRIDGE		420-540.40-58070	3,330.00
				TRAFFIC ALTERATIONS		420-540.40-58079	19,487.15
				MMSD FLOODWAY PPII		420-540.40-58097	70,801.00
				ALLEY		420-540.40-58331	33,759.75
				BAYSHORE EXP		478-580.80-51587	7,903.50
				HEALTH INSURANCE - RETIREE		702-000.00-22004	166.14
				CUST ACCTS RECV AREA 1 WATER		900-000.00-14210	995.00
				PURCHASED WATER		900-500.00-06020	64,853.50
				OTHER MATERIALS		900-536.72-53160	252.00
				OTHER MATERIALS		900-536.73-53160	2,928.76
				CONTRACTUAL SERVICES		900-536.73-54150	144,779.64
				OTHER MATERIALS		900-536.75-53160	416.00
				CONTRACTUAL SERVICES		900-536.75-54150	1,846.00
				OTHER MATERIALS		900-536.76-53160	519.78
				OTHER MATERIALS		900-539.02-53160	111.44
				OUTSIDE SERVICES EMPLOYED		900-539.20-53923	13,792.14
				REGULATORY COMMISSION EXPENSES		900-539.20-53928	1,557.73
				ADMINISTRATIVE-METER READING		900-539.30-53902	199.68
				CUSTOMER RECORDS		900-539.30-53903	1,030.00
				OUTSIDE SERVICES EMPLOYED		900-539.30-53923	3,250.00

SUBJECT: Approval: \$2,000 for July 4th and Juneteenth Parade Expenses

FROM: Karl Warwick, City Administrator

MEETING: Common Council Meeting, June 9, 2025

MEETING DATE: June 9, 2025

FISCAL SUMMARY:

Budget Summary: NA
Budgeted Expenditure: \$2,000
Budgeted Revenue: NA

STATUTORY REFERENCE:

Wisconsin Statutes: NA
Municipal Code: NA

BACKGROUND & ANALYSIS: Staff is asking the Common Council to approve \$2,000 for parade expenses for the 4th of July and Juneteenth Parades. Funds are available for this purchase, but not specifically budgeted.

RECOMMENDATION: Approve the purchase of up to \$2,000 for the purchase of parade expenses.

ACTION REQUESTED: Approve the purchase of up to \$2,000 for the purchase of parade expenses.

ATTACHMENTS:

None



SUBJECT: This field is required.

FROM: Charlie Imig, Director of City Services

MEETING: Common Council Meeting, June 9, 2025

MEETING DATE: June 9, 2025

FISCAL SUMMARY:

Budget Summary: \$467,523.50
Budgeted Expenditure: \$248,904.30
Budgeted Revenue: NA

STATUTORY REFERENCE:

Wisconsin Statutes: NA
Municipal Code: NA

BACKGROUND & ANALYSIS: The work has been ongoing, and the contractor has requested Pay Application #1.

The original contract amount is \$467,523.50

Pay APP #1: The contractor has requested \$248,904.30 with \$11,688.09 of retainage to be held.

RECOMMENDATION: Staff recommends approval of Pay Application #1 to All-Ways Contractors, Inc. in the amount of \$237,216.21.

Retainage of \$11,688.09 has been withheld per terms of the contract.

ACTION REQUESTED: Motion to approve payment to All-Ways Contractors, Inc. in the amount of \$237,216.21 for work completed to date on the 2025 Glendale Alley Reconstruction.

ATTACHMENTS:

Pay App 1 Signed, 2025 Glendale Alley Cover Letter Pay App 1

PAGE ONE OF TWO

Distribution to:

☐	OWNER
☐	ARCHITECT
☐	ENGINEER
☐	TRUST
☒	CONTRACTOR

Page 29 of 68

CONTINUATION SHEET

AIA DOCUMENT G703 (Adapted)

UNITS SCHEDULE

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Subcontractor's signed Certification is attached.

In tabulations below, amounts are based on a units type contract, Column D is estimated (actual quantity may vary).

Retainage is shown on AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT.

APPLICATION NUMBER: 01

APPLICATION DATE: 5/20/2025

PERIOD TO: \$ -

SUBCONTRACTOR JOB NO.:

JOB NO.: G05824002

A	B	C	D	E	F	G	H	I	J	K	L
ITEM NO.	DESCRIPTION	UNIT OF PMT	EST. QUAN.	UNIT PRICE	SCHEDULE OF VALUE	TOTAL QUANTITY COMPLETED TO DATE FROM PREVIOUS PAY REQUEST		TOTAL QUANTITY COMPLETED THIS PAY REQUEST		TOTAL QUANTITY COMPLETED TO DATE	
						UNITS	DOLLARS	UNITS	DOLLARS	UNITS	DOLLARS
204.0100.1*	Removing Pavement	SY	3350	\$17.80	\$ 59,630.00		\$ -	2,802.00	\$ 49,875.60	2,802.00	\$ 49,875.60
204.0100.2*	Removing Pavement, Driveway	SY	160	\$17.80	\$ 2,848.00		\$ -	100.00	\$ 1,780.00	100.00	\$ 1,780.00
204.0155*	Removing Concrete Sidewalk	SY	40	\$17.80	\$ 712.00		\$ -	20.00	\$ 356.00	20.00	\$ 356.00
415.0070*	Concrete Pavement 7-Inch	SY	2130	\$54.50	\$ 116,085.00		\$ -	1,500.00	\$ 81,750.00	1,500.00	\$ 81,750.00
602.0420*	Concrete Sidewalk 7-Inch	SF	290	\$10.25	\$ 2,972.50		\$ -	180.00	\$ 1,845.00	180.00	\$ 1,845.00
602.0815*	Concrete Driveway 7-Inch	SY	160	\$90.00	\$ 14,400.00		\$ -	19.00	\$ 1,710.00	19.00	\$ 1,710.00
611.8115	Adjusting Inlet Covers	EA	10	\$850.00	\$ 8,500.00		\$ -	3.00	\$ 2,550.00	3.00	\$ 2,550.00
628.7010*	Inlet Protection Type B	EA	10	\$55.00	\$ 550.00		\$ -	7.00	\$ 385.00	7.00	\$ 385.00
628.7015*	Inlet Protection Type C	EA	10	\$65.00	\$ 650.00		\$ -		\$ -		\$ -
645.0140*	Geotextile Type SAS	SY	1950	\$2.40	\$ 4,680.00		\$ -	1,262.00	\$ 3,028.80	1,262.00	\$ 3,028.80
645.0220*	Geogrid Type SR	SY	2740	\$2.40	\$ 6,576.00		\$ -	1,252.00	\$ 3,004.80	1,252.00	\$ 3,004.80
SPV.0035.01*	Excavation Below Subgrade (EBS) (Undistributed)	CY	110	\$99.00	\$ 10,890.00		\$ -	146.00	\$ 14,454.00	146.00	\$ 14,454.00
SPV.0035.02*	Trench Backfill, AASHTO #5	CY	510	\$68.20	\$ 34,782.00		\$ -	378.00	\$ 25,779.60	378.00	\$ 25,779.60
SPV.0035.03*	Stone Base	CY	410	\$51.20	\$ 20,992.00		\$ -	300.00	\$ 15,360.00	300.00	\$ 15,360.00
SPV.0060.02*	Pipe Connection to Existing Structure	EA	12	\$600.00	\$ 7,200.00		\$ -	6.00	\$ 3,600.00	6.00	\$ 3,600.00
SPV.0060.03*	6-Inch PVC Cleanout	EA	16	\$823.00	\$ 13,168.00		\$ -	10.00	\$ 8,230.00	10.00	\$ 8,230.00
SPV.0090.01*	Remove and Replace Concrete Curb and Gutter	LF	80	\$70.00	\$ 5,600.00		\$ -	73.00	\$ 5,110.00	73.00	\$ 5,110.00
SPV.0090.02*	Remove, Salvage, and Reset Flagstone Curb	LF	70	\$20.00	\$ 1,400.00		\$ -		\$ -		\$ -
SPV.0090.03*	Pipe Underdrain 6-Inch (Perforated Rigid PVC)	LF	1320	\$26.50	\$ 34,980.00		\$ -	867.00	\$ 22,975.50	867.00	\$ 22,975.50
SPV.0105.01*	Traffic Control	LS	1	\$3,400.00	\$ 3,400.00		\$ -	0.40	\$ 1,360.00	0.40	\$ 1,360.00
SPV.0105.02*	Construction Staking	LS	1	\$11,500.00	\$ 11,500.00		\$ -	0.50	\$ 5,750.00	0.50	\$ 5,750.00
SPV.0180.01*	Topsoil, 4-Inch and Sod Restoration	SY	300	\$15.80	\$ 4,740.00		\$ -		\$ -		\$ -
SPV.0180.02*	Remove, Salvage, and Replace Brick Paved Driveway	SY	10	\$135.00	\$ 1,350.00		\$ -		\$ -		\$ -
SPV.0180.03*	Pavedrain Blocks	SY	610	\$163.80	\$ 99,918.00		\$ -		\$ -		\$ -
TOTAL BASE BID					\$ 467,523.50		\$ -		\$ 248,904.30		\$ 248,904.30
TOTAL ALL ITEMS					\$ 467,523.50		\$ -		\$ 248,904.30		\$ 248,904.30



June 2, 2025

The City of Glendale
ATTN: Charlie Imig, Director of City Services
5909 N. Milwaukee River Parkway
Glendale, WI 53209

Re: Glendale 2025 Alley Reconstruction
Pay Application 1 & Change Order 1

Dear Mr. Imig:

Attached is Pay Application 1 for the 2025 Alley Reconstruction project from All-Ways Contractors Inc. for work completed through May 16, 2025. We have reviewed the pay application, reviewed the completed work, and concur with their total value of work completed of \$248,904.30. Retainage for this contract is 5.0% of the completed work until 50% of the work is completed in a satisfactory manner, therefore \$11,688.09 will be withheld.

Attached is Change Order 1 for the additional landscaping outside of the original contract and the additional EBS used on the Iroquois Alley. The contract amount will increase by \$8,279.31; the new total contract amount will be \$475,802.81.

The total payment due is \$237,216.21. The engineering fees for construction through April are \$28,884.75. Please let me know if you have any questions.

Sincerely,

Clark Dietz, Inc.

Aaron P Poster
Construction Manager
E-mail: aaron.poster@clarkdietz.com

cc:

SUBJECT: This field is required.

FROM: Charlie Imig, Director of City Services

MEETING: Common Council Meeting, June 9, 2025

MEETING DATE: June 9, 2025

FISCAL SUMMARY:

Budget Summary: \$475,802.81

Budgeted Expenditure: \$8,279.31

Budgeted Revenue: NA

STATUTORY REFERENCE:

Wisconsin Statutes: NA

Municipal Code: 3.1.10

BACKGROUND & ANALYSIS:

All-Ways Contractors provided pricing for additional landscaping outside of the original scope of the contract, and additional excavation below subgrade was required for the Iroquois Alley. This change order is required to adjust the overall contract amount by \$8,279.31 to \$475,802.81.

The City Administrator is authorized to execute change orders up to \$10,000 in accordance with 3.1.10 of the City Code. Even though this change order is below the required amount, staff is asking the Common Council to approve the change order.

RECOMMENDATION: Staff recommends approval of Change Order #1.

ACTION REQUESTED:

Motion to approve Change Order #1 on the 2025 Glendale Alley Reconstruction project, not to exceed \$8,279.31.

ATTACHMENTS:

20250528_C01, 2025 Glendale Alley Cover Letter Pay App 1

Date of Issuance:	5/28/2025	Effective Date:	5/28/2025
Owner:	City of Glendale	Owner's Contract No.:	
Contractor:	All-Ways Contractors, Inc.	Contractor's Project No.:	
Engineer:	Clark Dietz, Inc.	Engineer's Project No.:	G05825003
Project:	2025 Alley Reconstruction	Contract Name:	2025 Alley Reconstruction

The Contract is modified as follows upon execution of this Change Order:

Description:

- Additional landscaping (topsoil, seed, and mat), for areas identified in Attachment A.
- Additional EBS for Iroquois Alley. Quantity shown in Attachment A.

Attachments: Unit price summary and supporting documents

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>467,523.50</u>	Original Contract Times: Substantial Completion: <u>8/29/2025</u> Ready for Final Payment: <u>9/12/2025</u>
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>467,523.50</u>	Contract Times prior to this Change Order: Substantial Completion: <u>8/29/2025</u> Ready for Final Payment: <u>9/12/2025</u>
Increase of this Change Order: \$ <u>8,279.31</u>	Increase of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u>
Contract Price incorporating this Change Order: \$ <u>475,802.81</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u>

	RECOMMENDED:		ACCEPTED:		ACCEPTED:
By:	<u>Steven P. Wlahovich</u>	By:	<u> </u>	By:	<u> </u>
	Engineer (if required)		Owner (Authorized		Contractor (Authorized
Title:	<u>Project Manager</u>	Title:	<u> </u>	Title:	<u> </u>
Date:	<u>5/28/2025</u>	Date:	<u> </u>	Date:	<u> </u>

Approved by Funding Agency (if applicable)

By: N/A Date: N/A
Title: N/A

Attachment A:

Description of Contract Modifications:

Additional Landscaping

Landscaping was not performed as part of additional patching performed under the 2024 Resurfacing Contract. This is necessary work and the cost for the work is lower than the pricing in the 2024 Resurfacing Contract. Total cost is \$3,756.00.

- Braeburn Lane (6999 & 7001) - Landscaping along the edge of the roadway.
- Skyline Road (2365) - Landscaping along the edge of the roadway.
- Berwyn Avenue (7400) - Landscaping along the edge of the roadway.
- Berwyn Avenue (Greenwood Road to Applewood Lane) - Landscaping along the edge of the roadway.
- Monrovia Avenue (638 & 623) - Landscaping along the edge of the roadway.

The subgrade conditions on both the Bethmaur and Iroquois alleys were poor, and additional excavation below subgrade was necessary to stabilize poor soils. The total additional cost is \$4,523.31.

- Additional EBS for Iroquois Alley. The additional 45.69 cubic yards is above the original contracted quantity.



June 2, 2025

The City of Glendale
ATTN: Charlie Imig, Director of City Services
5909 N. Milwaukee River Parkway
Glendale, WI 53209

Re: Glendale 2025 Alley Reconstruction
Pay Application 1 & Change Order 1

Dear Mr. Imig:

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The total payment due is \$237,216.21. The engineering fees for construction through April are \$28,884.75. Please let me know if you have any questions.

Sincerely,

Clark Dietz, Inc.

Aaron P Poster
Construction Manager
E-mail: aaron.poster@clarkdietz.com

cc:



March 14, 2025

Drive-Thru Waiver

Project: 7 Brew
5265 N. Port Washington Rd.
Glendale, WI 53217

MilBrew Holdings is requesting a waiver for a new 7 Brew quick serve drive-thru coffee and beverage stand located at 5265 N. Port Washington Rd in the City of Glendale, WI (parcel 1968003000). The property is currently zoned B-1 "B", and the proposed use is permitted.

The proposed development is located west of N. Port Washington Rd in the City of Glendale, Wisconsin. The (2) existing access points from N. Port Washington Rd will remain. The project is bound by commercial and drive-thru developments to the north and south, and Interstate 43 to the west. The existing site contains a restaurant with asphalt parking lot.

The project will include a 530 square foot coffee shop and 250 square foot stand-alone cooler building with double drive-thru lanes, parking lot improvements, and waste enclosure. 7 Brew will offer a full menu of beverages. 7 Brew does not provide any food service. 7 Brew has been providing services since 2017. A double-drive thru design will be utilized to quickly and efficiently service customers and staff will take orders from each car individually utilizing iPad technology. They do not utilize a speaker system menu board. Orders will be hand delivered by staff at both lanes.

The proposed development will fit into this existing commercial corridor. The property will be transformed into a commercial development that is aesthetically pleasing with high-quality materials on the building along with landscaping designed to ensure species resiliency and complimentary style.

This project is requesting a waiver for the drive-thru being within 250' of another drive-thru establishment.

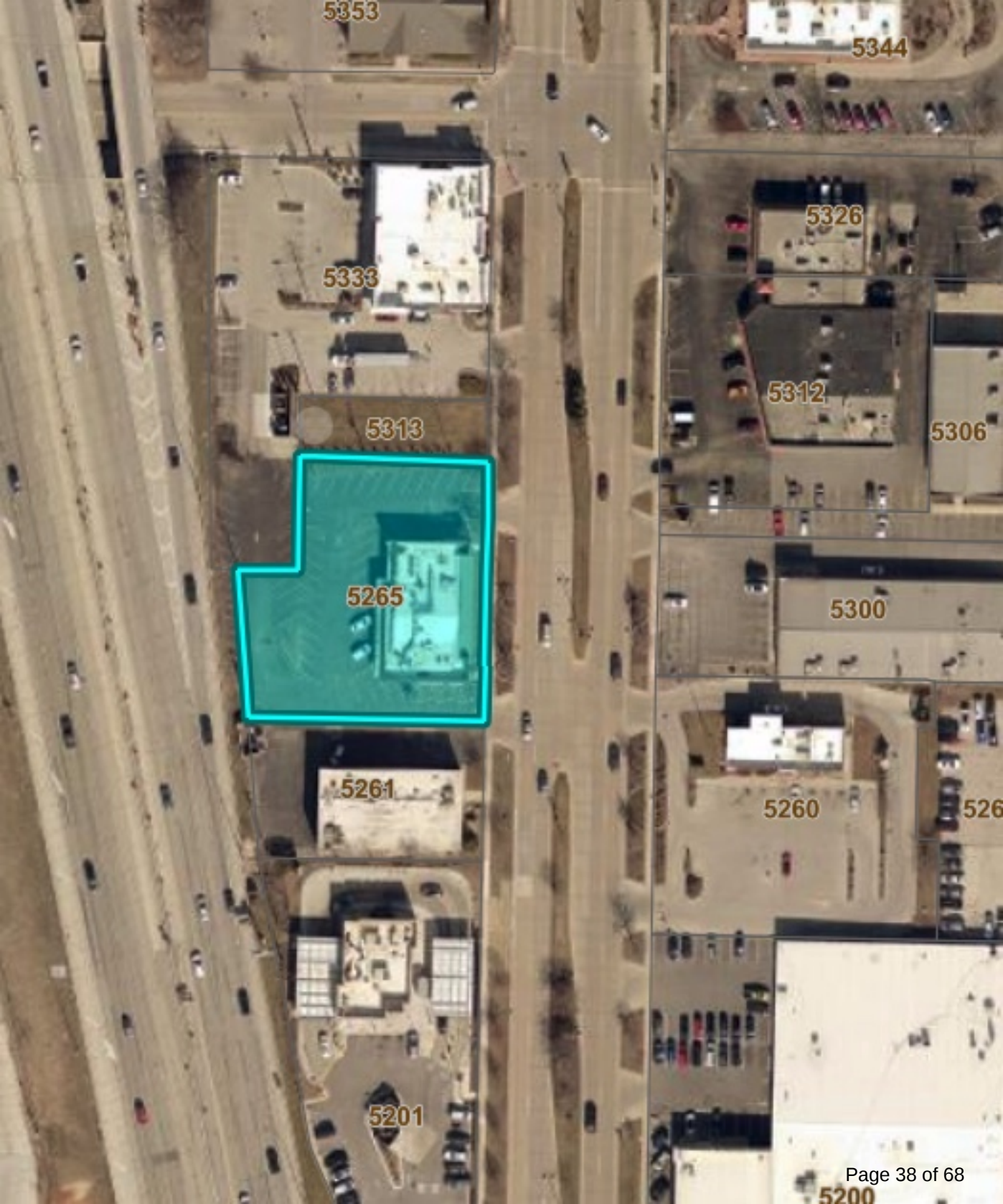
- Cousin Subs is located approximately 234' north of the development.
- Chick-fil-A is located approximately 187' south of the development.
- Arby's is located approximately 247' southeast of the development.

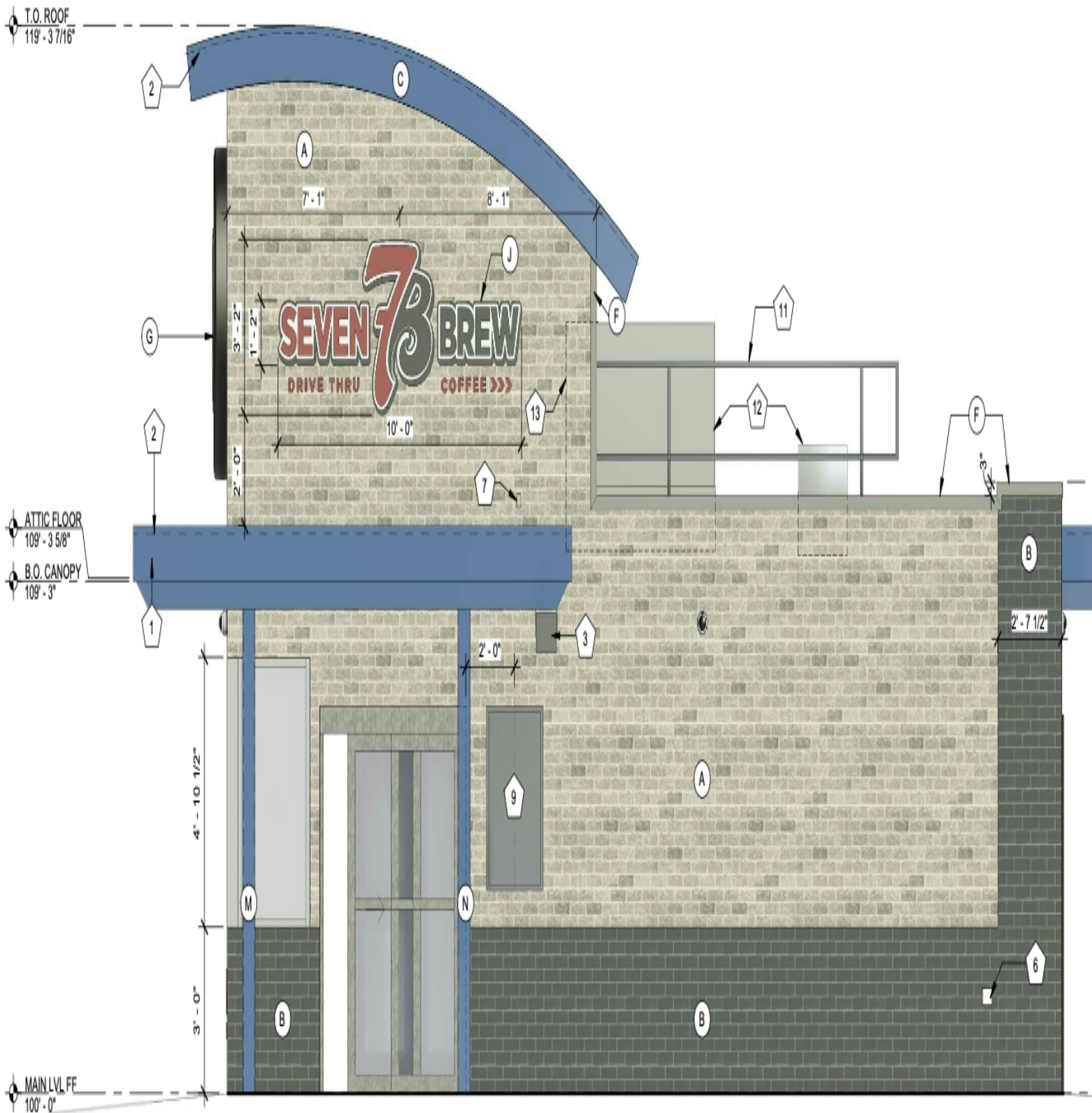
Sincerely,

Excel Engineering, Inc.

A handwritten signature in black ink, appearing to read "Eric Draskowski".

Eric Draskowski, P.E.
Project Manager





PREFABRICATED BUILDING

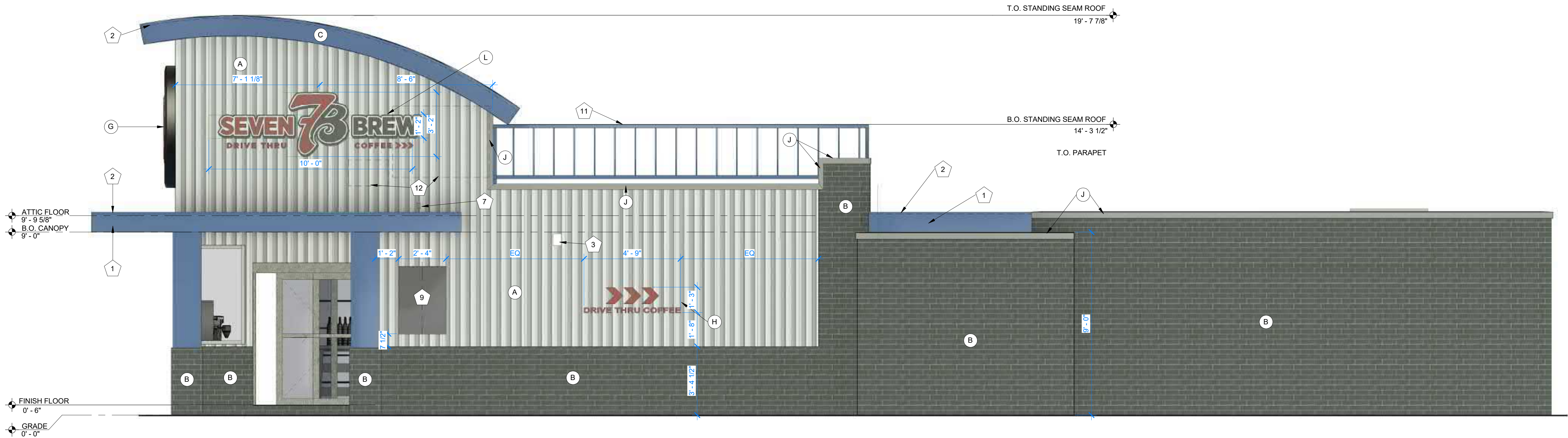
THIS BUILDING IS BEING FABRICATED IN A CONTROLLED ENVIRONMENT AND TRANSFERRED TO THE JOB SITE. HALL ENGINEERING GROUP HAS BEEN ENGAGED TO CONDUCT 3rd PARTY INSPECTIONS OF ALL FABRICATION WITHIN THE 7 BREW COFFEE WAREHOUSE. THE INSPECTION WILL INCLUDE STRUCTURAL, FRAMING, BUILDING, PLUMBING AND ELECTRICAL. JUSTIN HALL, MAS, PE WILL BE THE 3rd PARTY PROFESSIONAL OF RECORD (PE #11050) FOR THESE INSPECTIONS.

EXTERIOR ELEVATION KEYNOTES

Note Number	Note Text
1	PRE-ENGINEERED ALUMINUM CANOPY BY OTHERS; SEE SHOP DRAWINGS
2	SURFACE MOUNTED LED STRIP LIGHT
3	WALL MOUNTED SPEAKER SYSTEM
4	ADDRESS NUMBERS TO BE 8" TALL x 2" BRUSH STROKE
5	ELECTRICAL EQUIPMENT, PAINTED TO MATCH BUILDING; SEE ELECTRICAL
6	FROST-PROOF HOSE BIBB
7	EXTERIOR WEATHER-PROOF OUTLET; SEE MEP
8	ROOF SCUPPER DRAIN - TYP OF 2
9	SURFACE MOUNTED SIGN BOX - TYP
10	TOP OF FOOTER. COORDINATE WITH CIVIL.
11	GUARDRAIL; 3' - 6: ABOVE ATTIC FLOOR
12	HVAC EQUIPMENT - SCREENED BY ROOF AND WING WALLS

EXTERIOR ELEVATION MATERIALS LEGEND

Note Number	Note Text
A	BERRIDGE "ZINC GREY" GREY VERTICAL METAL SIDING (MP-1)
B	NICHIHA "MIDNIGHT" BRICK SIDING PANELS (BRK-1)
C	PACIFIC BLUE BRAKE METAL FASCIA (MP-2)
D	PACIFIC BLUE SOFFIT PANELS (MP-2)
E	PACIFIC BLUE STANDING SEAM ROOF PANELS (MP-2)
F	PACIFIC BLUE BRAKE METAL (MP-2) ON COLUMN FURR-OUT (TYP.)
G	ROUND STOREFRONT SIGN; SUPPLIED AND INSTALLED BY SIGN CONTRACTOR
H	1/4" THICK ACRYLIC SIGNAGE APPLIED TO SIDING WITH VH DOUBLE SIDE TAPE
J	ZINC GREY METAL BRAKE CAP (MP-3)
L	ILLUMINATED STOREFRONT SIGNAGE BY SIGN CONTRACTOR



1 EXTERIOR ELEVATION - LEFT SIDE
3/8" = 1'-0"

7 BREW DRIVE-THRU

Corbin Terlip, MILBREW Holdings LLC

1200 S. MOORLAND RD, BROOKFIELD, WI

REVISIONS		
No.	Description	Date

sheet issue date:
05/31/2022

project no.:
22.23.02

sheet contents:
EXTERIOR ELEVATIONS

sheet no.:
A2.1b



Always a Better Plan

100 Camelot Drive
Fond du Lac, WI 54935
920-926-9800
excelengineer.com

PROJECT INFORMATION

PROPOSED COFFEE SHOP FOR:
MILBREW - 7 BREW
5265 N. PORT WASHINGTON RD. • GLENDALE, WI 53217

PROFESSIONAL SEAL

PRELIMINARY DATES

APR. 1, 2025
MAY 5, 2025

JOB NUMBER

240353700

SHEET NUMBER

C1.4

NOT FOR CONSTRUCTION

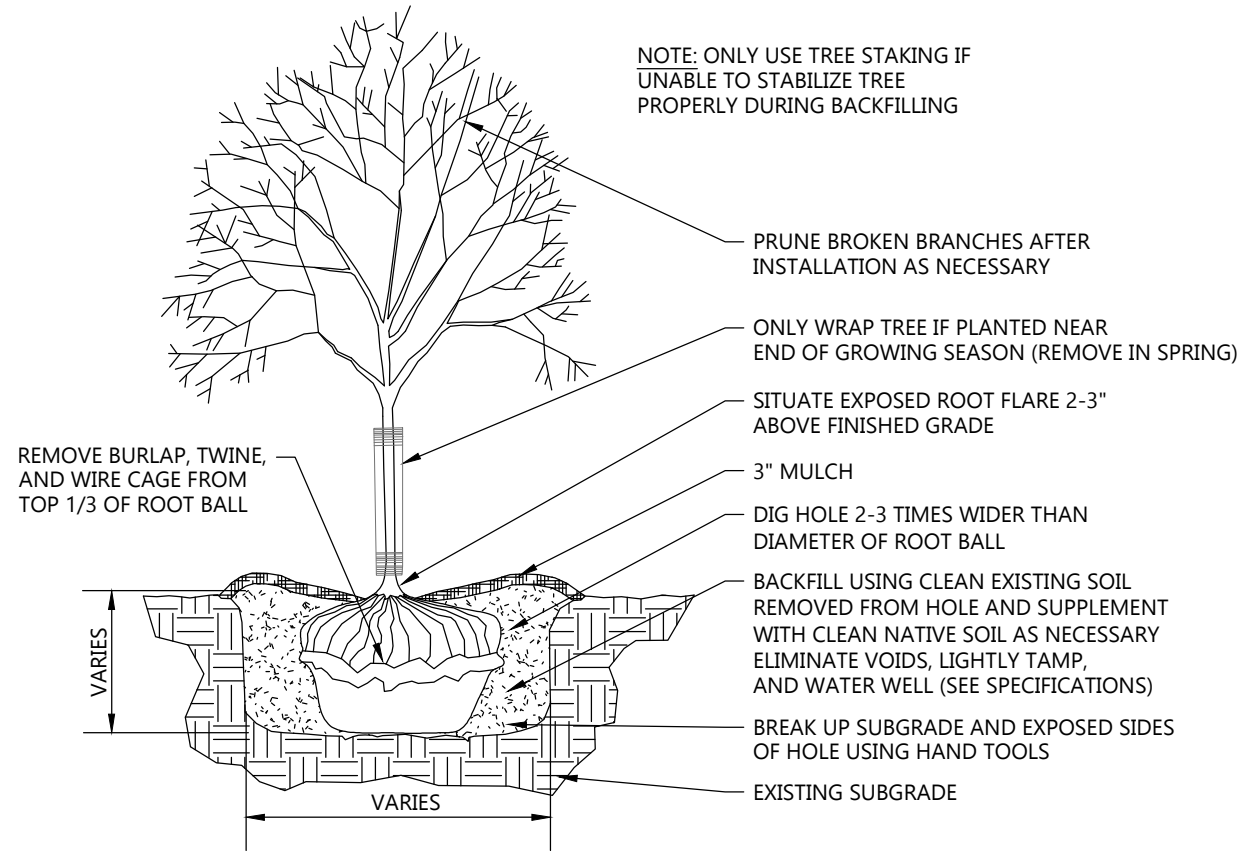
PLANT SCHEDULE					
SYMBOL	COMMON NAME	BOTANICAL NAME	QUANTITY	PLANTED SIZE	ROOT
DECIDUOUS TREES					
	Oak (To Match Nearby Existing Trees)	Quercus spp.	1	2 1/2" CAL.	CONT.
EVERGREEN TREES					
	Emerald Arborvitae	Thuja occidentalis 'Smaragd'	5	6" HT.	CONT.
	Iowa Juniper	Juniperus chinensis 'Iowa'	17	6" HT.	CONT.
DECIDUOUS SHRUBS					
	Iroquois Beauty Black Chokeberry	Aronia melanocarpa 'Morton'	3	18" HT.	CONT.
	Bobo Hydrangea	Hydrangea paniculata 'TLVOBO'	10	18" HT.	CONT.
	Little Devil Ninebark	Physocarpus opulifolius 'Donna May'	8	18" HT.	CONT.
	Gold Mound Spirea	Spiraea japonica 'Gold Mound'	24	18" HT.	CONT.
EVERGREEN SHRUBS					
	Kallay's Compact Pfitzer Juniper	Juniperus chinensis 'Kallay's Compact'	5	18" HT.	CONT.
	Everlow Yew	Taxus x media 'Everlow'	5	18" HT.	CONT.
PERENNIALS					
	Karl Foerster Feather Reed Grass	Calamagrostis x acutiflora 'Karl Foerster'	13	1 GAL.	POT

GENERAL NOTES:

- MULCH NEWLY DEVELOPED AREAS ALONG WITH EXISTING AREAS AS NEEDED.
- PLANTS IN RIGHT OF WAY TO BE LOCATED IN FIELD TO ENSURE CORRECT PLACEMENT. PROPOSED SHRUBS IN RIGHT OF WAY MAY BE SUBSTITUTED TO MATCH EXISTING SURROUNDING VEGETATION.

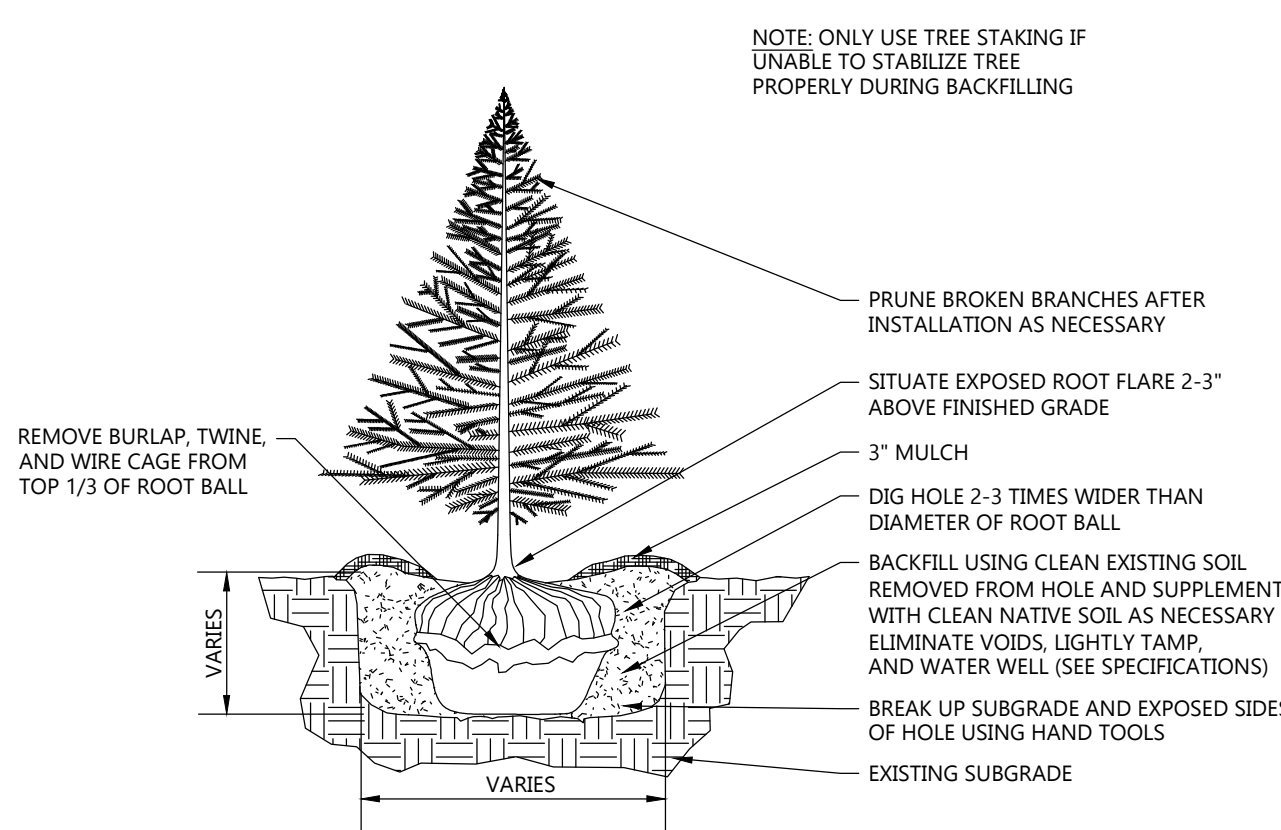
HATCH KEY:

HATCH	LANDSCAPE MATERIAL
	ORGANIC MULCH



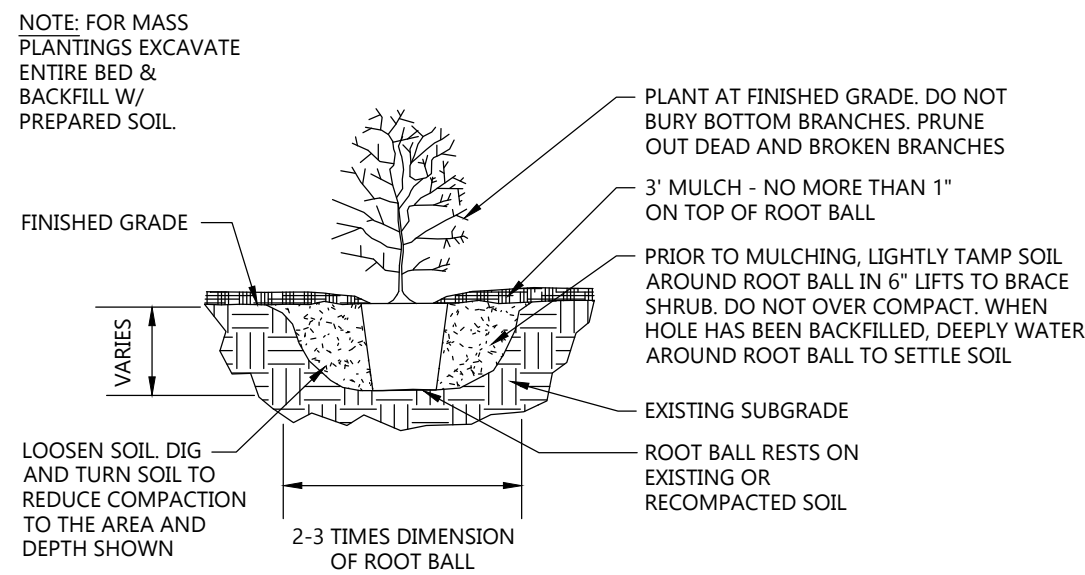
DECIDUOUS TREE PLANTING DETAIL

NOT TO SCALE



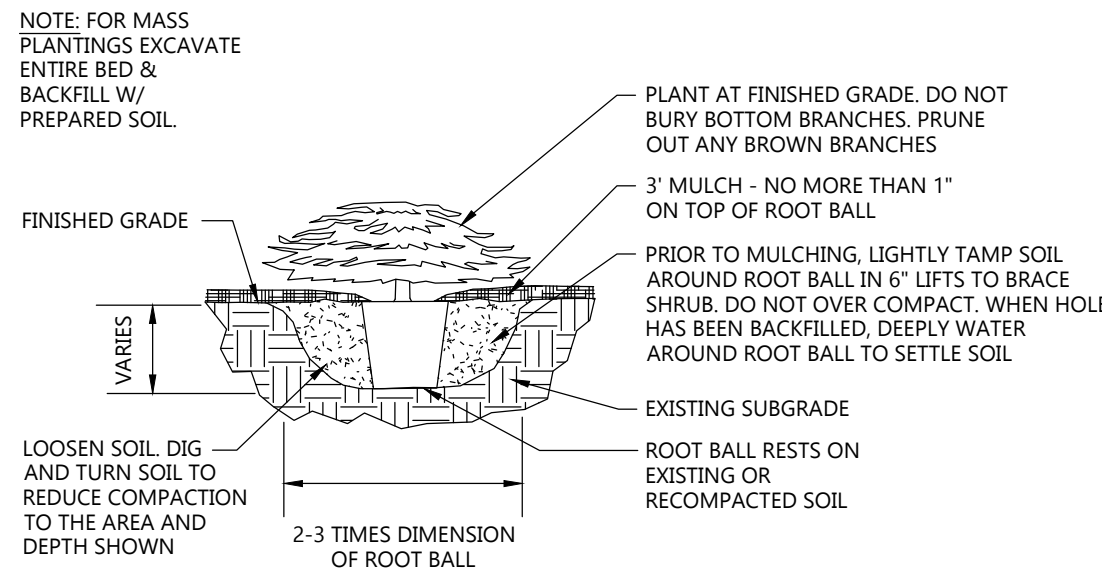
EVERGREEN TREE PLANTING DETAIL

NOT TO SCALE



DECIDUOUS SHRUB PLANTING DETAIL

NOT TO SCALE



EVERGREEN SHRUB PLANTING DETAIL

NOT TO SCALE



CIVIL LANDSCAPE AND RESTORATION PLAN



SUBJECT: Review and Possible Action: Proclamation - Recognizing Juneteenth Day

FROM: Karl Warwick, City Administrator

MEETING: Common Council Meeting, June 9, 2025

MEETING DATE: June 9, 2025

FISCAL SUMMARY:

Budget Summary: NA

Budgeted Expenditure: NA

Budgeted Revenue: NA

STATUTORY REFERENCE:

Wisconsin Statutes: NA

Municipal Code: NA

BACKGROUND & ANALYSIS: The attached proclamation calls upon the people of the City of Glendale to observe June 19, 2025, as Juneteenth Day.

RECOMMENDATION: Approve the proclamation.

ACTION REQUESTED: Motion to approve the proclamation designating June 19, as “Juneteenth Day” in the City of Glendale.

ATTACHMENTS:

Proclamation Recognizing Juneteenth Day

**PROCLAMATION
RECOGNIZING JUNE 19, 2025,
AS JUNETEENTH DAY IN THE CITY OF GLENDALE**

WHEREAS, on June 19, 1865, more than two and a half years after the Emancipation Proclamation was issued by President Abraham Lincoln, Major General Gordon Granger arrived in Galveston, Texas, to declare the end of slavery; and

WHEREAS, due to the lack of Union troops available to enforce the 1863 proclamation in Texas and other formerly Confederate states, slavery had been effectively still legal in these areas prior to this declaration; and

WHEREAS, since 1865, June 19 has become known as Juneteenth Day, and is the oldest known celebration commemorating the abolition of slavery in the United States; and

WHEREAS, Juneteenth is a day of profound weight and power. It is a day that allows us to remember the terrible toll of slavery on our country and the legacy of systemic racism, inequality, and inhumanity. However, it is also a day that reminds us of our extraordinary capacity to heal, hope, and emerge from our darkest hours with purpose and resolve; and

WHEREAS, on Juneteenth, we celebrate the centuries of struggle, courage, and hope that have brought us to this time of progress and possibility. We celebrate the work led throughout our history by abolitionists and educators, civil rights advocates and lawyers, courageous activists and public officials, and everyday citizens who have made real the ideals of our founding documents for all members of society; and

WHEREAS, slavery was a legal institution that served as a tool of oppression, exploitation, and economic development in the United States for nearly 250 years, leading to significant racial disparities in wealth, status, and capital that are still felt to this day; and

WHEREAS, Juneteenth Day celebrates Black American freedom and achievement, while encouraging self-development and respect for all cultures, as it takes on a national, symbolic, and even global perspective, to ensure the events of the past are not forgotten; and

WHEREAS, the crimes and struggles of our ancestors cannot be separated from our country's modern history, and the continued recognition and celebration of Juneteenth Day provides us with the opportunity to not only commemorate and reflect on our collective past, we are called to action today and for our future, and reminded of how the systems of oppression persist in our cultural institutions; and

NOW THEREFORE BE IT PROCLAIMED, that the Mayor does hereby declare June 19, 2025, as Juneteenth Day in the City of Glendale, and I commend this observance to all of our residents. We urge all residents of the City of Glendale to recognize and celebrate this annual commemoration, which honors Black Americans' legacy, history, and culture throughout our City. I call upon everyone to commit together to eradicate systemic racism that continues to undermine our ideals and collective prosperity, as we recognize there is much work to do towards equity, equality, and justice.

PASSED AND ADOPTED by the Common Council of the City of Glendale, this 9th day of June 2025.

Bryan Kennedy, Mayor

SUBJECT: Proclamation - Recognizing June as LGBTQ+ and Pride Month in the City of Glendale

FROM: Karl Warwick, City Administrator

MEETING: Common Council Meeting, June 9, 2025

MEETING DATE: June 9, 2025

FISCAL SUMMARY:

Budget Summary: NA

Budgeted Expenditure: NA

Budgeted Revenue: NA

STATUTORY REFERENCE:

Wisconsin Statutes: NA

Municipal Code: NA

BACKGROUND & ANALYSIS: The attached proclamation is to acknowledge and celebrate the contributions of members of the LGBTQ+ community, and this resolution calls upon the people of the City of Glendale to observe June as Pride Month and actively promote a welcoming and inclusive community where all people can be their full, authentic selves.

RECOMMENDATION: Approve the proclamation.

ACTION REQUESTED: Motion to approve the proclamation designating the month of June as "LGBTQ+ Pride Month" in the City of Glendale.

ATTACHMENTS:

Proclamation Glendale Pride Month Recognition 2025

**PROCLAMATION
RECOGNIZING JUNE AS LGBTQ+ PRIDE MONTH
IN THE CITY OF GLENDALE**

WHEREAS, the City of Glendale cherishes the value and dignity of each person and appreciates the importance of diversity, equity, and inclusion; and

WHEREAS, all are welcome in the City of Glendale to live, work, and play, and where every family, in any shape, deserves a place to call home where they are safe, happy, and supported by friends and neighbors; and

WHEREAS, the City denounces prejudice and unfair discrimination based on age, gender identity, gender expression, race, color, religion, marital status, national origin, sexual orientation, or physical attributes as an affront to our fundamental principles; and

WHEREAS, Pride Month was first celebrated in June 1970 on the one-year anniversary of the June 1969 Stonewall Uprising in New York City where after LGBTQ+ and allied friends rose up and fought against the constant police harassment and discriminatory laws that have since been declared unconstitutional; and

WHEREAS, the City appreciate the cultural, civic, and economic contributions of Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) community; and

WHEREAS, this Pride Month, we reaffirm our commitment to standing in solidarity with LGBTQ+ Americans in their ongoing struggle against discrimination and injustice; and

WHEREAS, it is imperative that young people in our community, regardless of sexual orientation, gender identity, and gender expression feel valued, safe, empowered, and supported by their peers and community leaders; and

WHEREAS, despite being marginalized, LGBTQ+ people continue to celebrate authenticity, acceptance, and love.

NOW THEREFORE BE IT PROCLAIMED, that the Mayor does hereby declare the month of June 2025 as LGBTQ+ Pride Month in the City of Glendale and urges residents to recognize the valuable contributions made by members of the LGBTQ+ community and to actively promote a welcoming and inclusive community where all people can be their full, authentic selves.

PASSED AND ADOPTED by the Common Council of the City of Glendale, this 9th day of June 2025.

Bryan Kennedy, Mayor

SUBJECT: Amend Agreement with City Water - 3-Year Water Data Analytic Software Platform

FROM: Karl Warwick, City Administrator

MEETING: Common Council Meeting, June 9, 2025

MEETING DATE: June 9, 2025

FISCAL SUMMARY:

Budget Summary: Water Proprietary Fund

Budgeted Expenditure: \$50,000 - Over Three Years

Budgeted Revenue:

STATUTORY REFERENCE:

Wisconsin Statutes: NA

Municipal Code: NA

BACKGROUND & ANALYSIS: The City of Glendale has an agreement with City Water to perform various utility functions, such as Utility Billing Services, preparation of financial documents, including the Public Service Commission (PSC) Report, and monitoring and reporting of required utility maintenance functions. City Water also provides assistance with preparing the annual Capital Improvement Plan for water and sanitary main replacements. Utility replacements are generally determined by the number/severity of breaks, the age of the utility, and the material.

City Water uses similar methods to provide these services for several municipalities in the area. They are recommending that Glendale and its other clients use a water data analytics software platform to more effectively implement our long-range utility replacement plan within our CIP Plan. This software program, APX, essentially uses Artificial Intelligence (AI) to help municipalities draft a long-range plan for utility replacements.

This program costs \$20,000 in the first year and \$15,000 in years two and three. A minimum three-year agreement is required. The cost has been reduced by 50% since City Water got five of its clients to execute this three-year agreement.

If the Common Council agrees to amend our agreement with City Water for this cost, we would evaluate their metrics versus ours to determine whether continuation after three years is appropriate. There are unspecified funds in the Water Fund to pay for this service.

RECOMMENDATION: Consider amending the agreement with City Water, not to exceed \$50,000 over three years, for a water data analytics software platform.

ACTION REQUESTED: Consider amending the agreement with City Water, not to exceed \$50,000 over three years, for a water data analytics software platform.

ATTACHMENTS:

CW_APX10 Subscription Agreement - Appendix 1-5_rev2[61], CW_APX10 Subscription Agreement_rev2[9]

APPENDIX 1

DESCRIPTION OF APX® PLATFORM TIME SCHEDULE AND PRICES

This Appendix describes the services to be delivered from APX10 to the Customer and the agreed pricing for the services.

Customer is acting both as User and administrative organization for its Municipal Utility Users, and Customer will act as single interface to Provider.

The services include:

- Subscription to the APX® platform Including current operation, follow-up workshops, and service according to the terms in force in the Agreement.
- Implementation, training and development of specific features as described on Appendix 4 SoW.

1 DESCRIPTION OF APX® PLATFORM

The following contains modules and prices per municipal utility included in the agreement and a brief description of the modules:

Subscription Agreement

Article	Description	Annual Subscription Fee per municipal utility	One-Time Deployment Fee per municipal utility	Total 1st Year Cost
35001	APX® Platform-Wastewater Municipal Utility -Data Quality Module -Dashboard -APX Module -Economy Module -Condition Module -Consequence Module	\$15,000	\$5,000	\$20,000
35002	APX® Platform-Drinking Water Municipal Utility -Data Quality Module -Dashboard -APX Module -Economy Module -Condition Module -Consequence Module	\$15,000	\$5,000	\$20,000

All prices are in U.S. Dollar (USD) and are exclusive of VAT, taxes, and import and export fees if applicable.

The above prices are based on a MINIMUM of 5 municipal utilities subscribing to APX® platform with either wastewater or drinking water, or a total of both adding up to 5. Meaning the minimum can be for example 2 drinking water and 3 wastewater subscriptions.

Additional subscriptions can be added on an individual basis.

Above prices only apply to municipal utilities with a population < 25,000. Municipal Utilities outside this range are individually priced.

Subscription agreement effective date: June 1, 2025
 Subscription agreement earliest termination date: May 31, 2028

Upon completion of the first three (3) years' subscription, the Agreement will be extended one (1) year at a time.

**Minimum 3-year commitment period.*

APX10 will invoice Customer annually in advance of the Effective Date for SaaS subscription(s) ordered by the Customer as detailed in Appendix 1. If Customer orders additional subscriptions during the Term of this Agreement, the first-year Term for additional subscriptions will be prorated to cover the remaining portion of the current year. Invoices are payable net 30 days.

Invoice for the first-year Term of this Agreement to be issued in advance of June 1, 2025, in the method specified by the Customer.

2 TIME SCHEDULE

2.1 Conditions for implementation

The price for implementation is fixed provided that the data sources are available in the requested formats and conditions.

Standard set-up includes the following:

- Registration of the Customer and users (unlimited number of users.)
- Initial review of data to ensure that data and layers seem correct.
- Replication of pipeline data (GIS) from the Customer's server so that the solution uses dynamic data.
- Integration of the Customer's data to the APX® solution, so that APX® predictions will improve on an ongoing basis – to the benefit of the entire industry.

2.2 The following shows expected implementation periods and distribution of responsibility:

APX10's responsibility:

- Technical implementation process.
 - o Initial workshop(s) with focus on validation of data and set-up
 - o Workshop with focus on calculation basis and use of the individual modules
 - o Workshop defining potential City Water dashboard
- Work with internal/external data suppliers to obtain data that are up to the guidelines established in the subscription agreement.

Customer responsibility:

- Identify and provide access to data owners, data and ensuring that data can be obtained.
- Validation of data in solution on an ongoing basis.
- Coordinate and administer input from Customer Users

Project implementation timeline is individual. All project implementation timelines are highly dependent on the quantity and quality of underlying data in use on the platform. Full platform implementation may be unavailable if a utility lacks significant portions of data necessary for adequate platform development. Please reference Section I and II of Appendix 4 for additional information regarding Provider and Customer responsibility with respect to platform implementation.

Each timeline is individual and starts when data is received according to appendix 5A and 5B.

Customer's platform access is dependent on data being made available for module buildout. Base platform expected to be accessible 6-8 weeks upon receipt of basic data.

3 CONSULTANCY SERVICES

3.1 Consultancy services are provided on a time and material (T&M) basis. The hourly rate per consultant amounts to \$200.00 (USD) for each hour or fraction thereof.

3.2 In addition to the hourly rate, other costs incurred shall be covered, including possible tools, transport, board, and accommodation. Such costs shall be covered without allowance and transport in own car shall be covered according to the official rates.

3.3 For time spent in transport half the hourly rate will be charged.

3.4 APX10 shall be entitled to overtime premium if consultant services are ordered or carried out according to a specific agreement on public holidays, on 24 December, 31 December, Danish Constitution Day (5 June), during weekends or outside normal working hours (weekdays from 9:00 AM-4:00 PM local time.) For such consultancy services, the Customer shall pay an additional amount of 100% compared with the prices used based on the actual time consumption.

Module Description- Wastewater Platform

Dashboard:

- Management tool providing a survey of results from underlying analyses.
- Interactive maps and graphs.
- Overall consequence modulation of reinvestment budget.

APX:

- Prioritizing module for reinvestment needs.
- When in operation, an extract will be possible with a proposal for prioritizing the pipes/areas which are optimal for reinvestment based on the Customer's parameter weighting.

Economy:

- Financial survey of residual value and reinvestment costs in the customer's network. All values are relative and, as a starting point, based on Danish pricing standards.
- BI display of pipe age, pipe lengths, distribution of material, etc.

Data Quality:

- Full survey of the quality of GIS data for all types of supply.
- Foundation for data cleansing (which areas and which types of information.)
- Network is shown where incorrect couplings, if any, can be found.

Consequence of Failure—Wastewater:

- Survey of consumers affected (and volume) in connection with the shutdown of pipe.
- Pipeline replacement accessibility criticality visualization.

Likelihood of Failure—Wastewater:

- Observed condition: survey of physical index of pipe assets based on Customer's CCTV observations.
- Estimated condition: prediction of CCTV inspection scoring based on APX10 algorithm.
- Degrading profiles: experience-based pipeline degradation curves.
- Ability to adjust weighting of individual condition assessment parameters (observed condition, estimated condition, degrading profiles.)

Module Description- Drinking Water Platform

Dashboard:

- Management tool providing a survey of results from underlying analyses.
- Interactive maps and graphs.
- Overall consequence modulation of reinvestment budget.

APX:

- Prioritizing module for reinvestment needs.
- When in operation, an extract will be possible with a proposal for prioritizing the pipes/areas which are optimal for reinvestment based on the Customer's parameter weighting.

Economy:

- Financial survey of residual value and reinvestment costs in the customer's network. All values are relative and, as a starting point, based on Danish pricing standards.
- BI display of pipe age, pipe lengths, distribution of material, etc.

Data Quality:

- Full survey of the quality of GIS data for all types of supply.
- Foundation for data cleansing (which areas and which types of information.)
- Network is shown where incorrect couplings, if any, can be found.

Consequence of Failure—Drinking Water:

- Overview of consumer criticality in connection with the shutdown of pipe.
- Pipeline replacement accessibility criticality visualization.

Likelihood of Failure—Drinking Water:

- Degrading profiles: experience-based pipeline degradation curves.
- BI display of degradation curve by pipe material & degradation over time.

APPENDIX 2 – THE CUSTOMER’S OBLIGATIONS**1 THE CUSTOMER’S OBLIGATIONS**

- 1.1 The Customer shall at all times ensure that the necessary technical capacity and network capacity will be available for the operation of APX®. This obligation shall also apply to new versions of APX®.
- 1.2 If the use of new versions of APX® requires upgrading of the Customer’s software and/or replacement of parts or equipment, the costs shall be covered by the Customer. APX® has been developed for use in Google Chrome web browser.
- 1.3 Customer shall provide APX10 with a written list of users which shall be continuously updated.
- 1.4 Backup files of pipe registration data shall be forwarded to APX10. The backup files are used to start set-up quickly. The backup file contains pipe registration data.
- 1.5 Pipe registration data and IoT unit data shall be provided as described in Appendix 5A and 5B.

2 CONDITIONS AND REQUIREMENTS FOR CUSTOMER IT ENVIRONMENT

For the services to function in accordance with the Agreement on the Customer’s server, the following technical requirements must be met:

- 2.1 Data must be spatial.
- 2.2 A permanent user with administrator rights must have been created on the Customer’s server.
- 2.3 During set-up, APX10 must be able to log onto the Customer’s server with a temporary user, also with administrator rights.
- 2.4 Transactional replication must be installed and configured.
- 2.5 The Customer’s firewall must be configured to allow replication of data to APX10’s servers.
- 2.6 Setup of daily replication to be agreed in individual terms.
- 2.7 Special requirements may occur in connection with data from the Customer’s third-party supplier.

3 KEY EMPLOYEES

- 3.1 Key employees at the Customer and APX10 shall be agreed prior to the set-up of APX®.

3.2

Customer shall maintain list of Users granted access to the APX® platform and communicate any changes directly to Provider

APPENDIX 3 – SERVICE LEVEL AGREEMENT

1 BACKGROUND AND OBJECTIVE

1.1 The service and maintenance terms form part of the Agreement concluded between the Parties.

1.2 The objective of the service and maintenance terms is to establish the framework and conditions for APX10's delivery of support and maintenance services (collectively referred to as "Services") including a Helpdesk and general guidelines for error reporting and categorization.

2 HELPDESK

2.1 APX10 shall strive to answer all questions from the Customer about the use of APX® which may occur in the day-to-day work when the Customer contacts the APX10 Helpdesk. If a question cannot be answered, or if a defect cannot immediately be remedied, it will be referred to support.

2.1 APX10 will do its best to answer the Customer within 45 minutes within the normal opening hours of APX10, i.e., Monday to Friday from 9:00-4:00. The following days are not business days and are therefore outside normal opening hours:

Public holidays, 24 December, 31 December, Danish Constitution Day (5 June.)

In addition, APX10 reserves the right to arrange events for its employees; the Helpdesk may not be available on such days. Customer will be notified in advance of the planned unavailability of the Helpdesk.

2.2 The APX10 Helpdesk can be contacted by telephone: 1 (224) 461-3139 or by e-mail: support@apx10.com. Updated contact information will always be available in the APX® solution.

3 SUPPORT

3.1 APX10 shall as much as possible begin remedying defects reported by the Customer in accordance with the time interval for the defect category to which APX10 has allocated to the reported defect. APX10 shall in its discretion categorize defects reported by the Customer.

3.2 APX10 shall categorize defects reported and shall start the correction of defects during normal opening hours, i.e., Monday to Friday from 9:00-4:00. The following days are not business days and are therefore outside normal opening hours:

Public holidays, 24 December, 31 December, Danish Constitution Day (5 June.)

4 REPORTING OF DEFECTS

4.1 If the Customer discovers problems with the use of APX®, such problems shall be reported to APX10. When reporting, the Customer must complete a defect report, which at a minimum must include the following information:

- description of the defect
- the action which triggered the defect
- Customer contact information

4.2 Defects shall be reported to APX10 by telephone at 1 (224) 461-3139 or by e-mail: support@apx10.com. Possible changes to contact possibilities shall be announced on the APX® platform.

5 CATEGORIZATION OF DEFECTS

5.1 Defects are categorized by APX10 immediately upon receipt of the Customer's report to Support, or when the defect has been registered by the APX10 Helpdesk. APX10 shall initiate the correction of the defect in accordance with the relevant deadlines within normal opening hours as stated above in section 3.2.

5.2 Defects are categorized as follows:

Category A:

Defects that are critical for the use of APX®, and where a reasonable workaround is not possible.

Time interval for initiated correction: 14 hours.

Category B:

Defects that are critical for the use of APX®, but where a reasonable workaround based on instruction from APX10 is possible or defects which are not critical for the use of APX®, and a reasonable workaround is not possible.

Time interval for initiated correction: 35 hours.

Category C:

Defects which are not critical for the use of APX®, and where reasonable workaround based on instruction from APX10 is possible, and defects which are of no or only cosmetic importance to the use of APX®.

Time interval for initiated correction: 14 days.

5.3 The time intervals which are stated in section 5.2 are calculated from the time when APX10 receives the report about a defect from the Customer to the time when APX10 has initiated the correction of the defect.

The time intervals are only calculated within the normal APX10 opening hours, which means that the time interval for initiated defect correction may cover several days if the report is forwarded just before closing on the day on which the defect is reported.

- 5.4 The Customer's report must meet the conditions in section 4.1. If the report does not meet these conditions, the time intervals are only calculated from the time when the conditions have been met.

6 NEW VERSIONS

- 6.1 APX10 shall deliver new versions of APX® to the extent that it is necessary to ensure that functionality is maintained and updated.
- 6.2 New versions may contain both materially changed functionality and minor updates to the software, including corrections of defects. APX10 shall inform the Customer of new versions when they are available.
- 6.3 New versions of APX® shall be planned and carried out while taking the Customer's business activities into account.
- 6.4 In the event that a roll-out of new versions will affect the Customer's use of APX®, the Customer shall be given a written notice.
- 6.5 If a roll-out necessitates full or partial interruption of APX®, such work shall only be carried out according to prior agreement with the Customer. The Customer shall be entitled to demand that such rollouts shall be carried out outside the Customer's normal working hours. In that case, the Customer shall pay an additional fee regardless of the reason for the work.
- 6.6 If the Customer refuses to allow a full or partial interruption of APX® after a request from APX10, this shall be considered a postponement of the work in question requested by the Customer. If the postponed work is the reason for a reduction of the functionality or any other requirements agreed, APX10 shall not be liable for this during the period of postponement of the work.
- 6.7 APX10 may choose to carry out remedying of defects in connection with delivery and installation of new versions or as individual remedying towards the Customer.

7 SERVICE TARGET FOR APX®

APX® is a cloud solution hosted by Microsoft Azure. This means that the service targets for APX® reflect the service targets and the uptime in force at any time for Microsoft Azure as agreed in the relation between APX10 and Microsoft. Microsoft Azure is considered a Third-Party Service within the meaning of the Agreement.

APPENDIX 4 SoW

Appendix 4

Statement of Work Form

STATEMENT OF WORK NUMBER 251

For APX® Cloud Subscription Agreement

Project Title: APX® – City Water USA

This Statement of Work Number 251 (this “SoW”) is entered into pursuant to the June 1, 2025, APX® Cloud Subscription Agreement (the “Agreement”) by and between APX10 INC (“Provider”) and City Water LLC, Wisconsin (“Customer.”)

This SoW is incorporated into the Agreement. In case of a conflict with this SoW, the main body of the Agreement will govern. This SoW governs only the subject matter hereof and not any other subject matter covered by the Agreement. Capitalized terms not otherwise defined in this SoW will have the meanings given in the main body of the Agreement.

I. Professional Services & Deliverables. Provider shall provide the following services:

PHASE 1:

- Integration of static Customer network data to the APX® platform for buildout of base modules (i.e., Article 35001, APX® Platform-Wastewater and Article 35002, APX® Platform-Drinking Water)
- In-person or virtual onboarding and training of initial users, focusing on data verification and platform validation (Degradation profiles, reinvestment cost localization, etc.)
- Setup of dynamic data replication to ensure up-to-date overview of network — recommended replication once every 24-hour period.

PHASE 2:

- Development of City Water dashboard.
- Virtual or on-site workshop, continuing focus on training, data validation, and platform localization—Customer specifies participants of workshop.
- Provider creates personalized onboarding video for ongoing Customer training purposes.

PHASE 3:

- Ongoing training, validation, and potential module development as needed (see note on module development in Section IV.)

II. Customer Cooperation. Customer shall reasonably cooperate with Provider in the provision of services and shall provide the following assistance as outlined in Appendix 2 and 5. Customer acknowledges that APX® solution is heavily dependent on comprehensive GIS pipe registration dataset. To deliver a functional base platform, underlying pipeline data (e.g., material, dimension, established date, location, etc.) must meet certain minimum thresholds depending on the network type, location, etc.

III. Payment. Customer shall pay Provider as outlined in Appendix 1.

IV. Additional Provisions. In addition, the parties agree as follows:

- a. This represents an agreement between Provider and Customer for a subscription to the APX® solution. Full development of the solution, including but not limited to, data integration, onboarding & training, and platform validation & localization—is expected to last at least the first 12-month duration of the agreement. Please note that any timeline for platform development is approximate and variable. However, Provider agrees to deliverables outlined in Section I provided Customer can meet obligations outlined in Section II.
- b. Provider regularly solicits feedback from Customer(s) on ways to improve software offerings, including recommendations for new module development. Additional charges may apply if the Customer requests Provider develop a specific module or feature for integration onto the platform.

This SoW is effective as of the latest date of execution set forth below.

Milwaukee, WI 1 May 2025

For APX10 Inc:

Ulrich Borup Hansen, President & CEO

Milwaukee, WI 1 May 2025

For City Water LLC, WI

Tom Nennig, President

APPENDIX 5A

APX® IMPORT OF PIPELINE REGISTRATION & INCIDENTS

Description of APX10's requirements relating to import of data to the APX® platform

INTRODUCTION

The APX® platform is based on data from the pipeline registration of the utility company (GIS). To this must be added additional registrations, such as incidents in the system (network events.) This includes, but it not limited to, leaks, consumer contacts, repair work, etc.

Display and use of GIS and event data on the APX® platform requires the transfer of data to APX®. Data may be transferred either by SQL server replication, by availability of data via *internet APIs*, or by the transfer of data to an *SFTP server* at APX10.

The pipeline registration must have been carried out in a system that meets industry equivalent standards. For wastewater, CCTV inspections must also be provided (registration, not video.)

Furthermore, incident data must refer to pipeline registration, geographical location, and/or address.

To illustrate how pipeline registration and incidents are used in APX10, the following two screens show the general display of finances and display of incidents, respectively.

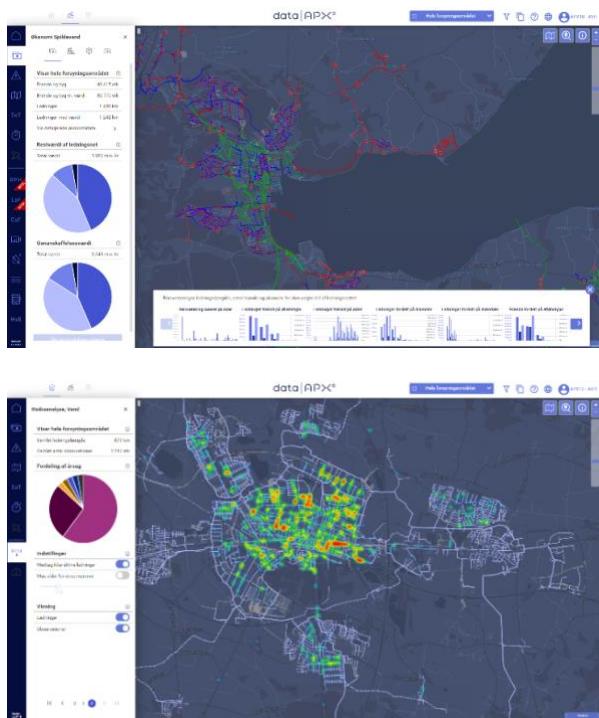


Figure 1 – APX® Finance and incident module

At present, APX® receives pipeline registration from a wide range of industry GIS solutions via replication from SQL Server to Azure and via web API. Furthermore, network event data is received from various customized GIS and CMMS solutions.

APX10 continuously expands APX® to integrate new systems used by the industry.

Requirements regarding new systems are that APX10 must be able to access them or that they can be delivered in a pre-approved and accepted digital consistent form. If the format is accepted APX10 undertakes the responsibility for conversion from the approved format to APX®.

TRANSFER OF PIPELINE REGISTRATION

Transfer of data

Data can be transferred in the following ways:

- 1) Microsoft SQL Server replication
- 2) Online availability by Web API
- 3) Database backup transfer to APX® SFTP server
- 4) Georeferenced file transfer to APX® SFTP server
 - a. GeoPackage format
 - b. shapefile format
 - c. CSV with WKT geodata
- 5) Online available ESRI Feature Service
- 6) Online available WFS service or similar feature services

If a Web API exists, then access to all data is preferred.

If the client uses ESRI-based solutions, access to online available ESRI Feature services is preferred.

If the client solution is based on data in Microsoft SQL Server, then Microsoft SQL Server replication is preferred.

MS SQL Server transactional

Please note that for MS SQL Server replication, the following version requirements must be met.

Customers SQL server must be at the following or later versions:

SQL Server 2014 Service Pack 1 Cumulative Update 3

SQL Server 2014 RTM Cumulative Update 10

SQL Server 2012 Service Pack 2 Cumulative Update 8

APX10 has documentation which describes how set-up is carried out so that the customer's IT department may carry out the task themselves and maintain the transfer. APX10 can assist and support with set-up of the replication for the customer if APX10 receives access to the databases.

Day-to-day operation

In the day-to-day operation, APX10 requests data at least once per day.

TRANSFER OF INCIDENT DATA

Transfer of data

Data is obtained via web API. Alternatively, transfer is made via an MS SQL Server (transactional) replication or a batch replication. Furthermore, data can also be transferred daily to the APX10 SFTP.

Day-to-day operation

In the day-to-day operation, APX10 request data at least once per day.

APPENDIX 5B

DATA|APX IMPORT OF SRO/SCADA/IOT

Description of the requests of APX10 regarding import of SCADA, sensor and IoT data to the APX® platform.

INTRODUCTION

The APX® platform uses, among other things, data from pump flow, level meters, rainfall, consumer consumption meters, and a number of other metering data.

These time-based meter data may originate from the client's *SCADA-systems*, from *consumption meters* or *IoT sensors* placed by the clients in their network, and from *weather data* from other service providers.

To enable visualization and use of meter data in analyses on the APX® platform, data must be transferred to APX®. Data may be transferred either by data being available via *internet API's* or by transfer of data to an *SFTP server* with APX10.

In APX®, meter data are connected to a geographical location; this is achieved either by matching meter data names and names in the pipeline registration or via a manual connection between meter data and an element in the pipeline registration.

To illustrate the use of meter data in APX10, two screens are shown below with the general visualization of meter data and visualization used in an analysis of I&I – rainfall-derived inflow & infiltration, respectively.



Figure 1 – APX® IoT Hub module and I&I module

At present, APX® accepts time series data from industry recognized consumption meters, SCADA vendors and local *weather data services*. etc., and is on an ongoing basis expanding with new systems.

Requirements regarding new systems are that APX10 must be able to access them or that they can be delivered in a pre-approved and accepted digital consistent form. If the format is accepted APX10 undertakes the responsibility for conversion from the approved format to APX®.

TRANSFER OF SCADA DATA

The following is based on data for wastewater and water.

Sensor / meter data

The individual sensor/meter series must have the following information:

- **Name**
- **Type of meter**
- **Physical unit**
- **Precision**
- **Logging type** (minimum, maximum, average, current value, total, sum, etc.)
- **Meter interval** (how often metering is carried out)
- **Metered/Calculated** (is it an actual meter value, or has it been derived/calculated)

It must be stated which meters are placed together / in the same structure / pump station / overflow construction / pressure increaser, etc.

Data for the individual sensors are required **as far back in time as available**, as some analyses require multiple years as a minimum baseline.

APX® is a decision-support system and not an operating system. Consequently, the system does not require real-time transfer, but rather **daily updates**.

It is preferred to receive all data as the system is continuously developed and data will improve analyses on an ongoing basis.

At a **minimum**, the system needs the following types of meter results for all meter points:

- Volume (for example m³)
- Flow (for example m³/t)
- Level (for example cm)
- Overflow meters (for example number/time)
- Current intensity (for example A)
- Effect (for example kW)
- Start/stop counters (for example number/time)
- Rain gauge (for example mm/t)
- Pressure (for example bar)
- Water quality (for example COD, BOD, TSS)
- Temperature (for example °C)

Transfer of data

Data is transferred daily to the APX10 SFTP. A login for each SCADA system and utility type is created.

Start-up

At start-up, all data are to be forwarded for a period which is as long as possible back in time, preferably on a day-to-day basis, alternatively on a weekly or monthly basis.

Day-to-day operation

During the day-to-day operation, daily data is required.

IGSS example

APX® receives data from IGSS SCADA system. This is executed in the following way:

At a specific time (e.g., 2:00 AM) each day, the following files are transferred from the customer's IGSS system (in the example below data transferred at 2:00 AM on 18 August 2020):

- Metadata file
- G2200817.BCL, G3200817.BCL, G4200817.BCL,
G5200817.BCL
- G2200818.BCL, G3200818.BCL, G4200818.BCL,
G5200818.BCL

The .BCL files are binary files that the IGSS system uses internally to save and read data and contain the sensor measurements in various resolutions. Besides these, a metadata file is required to provide extra information for each sensor (unit of measure etc.) along with information about which sensors are logically grouped together. The metadata comes in the form of an exported database query, APX10 will provide the necessary SQL statement.

In APX® these binary files are translated, output the relevant time series and place them in the internal time series database of APX®.

Cloud Subscription Agreement

APX[®]



(this “Agreement”)
IS BY AND BETWEEN

APX10 INC.,
a Wisconsin corporation whose principal place of business is
247 W. Freshwater Way, Milwaukee, Wisconsin 53204
(“Provider”)

And

City Water LLC
Milwaukee, WI 53201
(“Customer.”)

This Agreement includes Appendix 1-5 hereto, as well as any applicable the AUP and/or SLA, and any current or future Order or SoW (all as defined below in Article 1), and all such documents are incorporated by this reference. This Agreement is effective as of June 1, 2025 (the “Effective Date.”)

Provider provides a water data analytics software platform, including models and algorithms, system that may incorporate third-party software, auxiliary tools, including open-source software/freeware, operating environments, hosting online services, platforms, hardware, data, documentation, or other services (the “System”) which consists of technology hosted on Provider’s or Provider’s contractor computers and accessed remotely, via web interface via the Internet. Provider also provides professional services in the form of implementation, installation, and customization of the System. The parties have agreed that Provider will provide the System to Customer and Customer’s Users, as well as such professional services as the parties may agree, now and pursuant to future statements of work. The customer manages and operates water utility distribution systems, and provides consulting services to municipal utilities which together with Customer are considered to be Users of the data analytics software platform. Therefore, in consideration of the commitments set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

1 **DEFINITIONS**

The following capitalized terms will have the following meanings whenever used in this Agreement.

- 1.1 **“AUP”** means Provider’s acceptable use policy currently posted at www.apx10.com.
- 1.2 **“Cloud Components”** means such elements of the System as Provider hosts on its computers or its contractor computers (e.g., Microsoft Azure.)

- 1.3 **“Customer Data”** means all information processed or stored through the SaaS by Customer or on Customer’s behalf. Customer data does not include payment records, credit cards or other information Customer uses to pay Provider, or other information and records related to Customer’s account, including without limitation identifying information related to Customer staff involved in payment or other management of such account.
- 1.4 **“Deliverables”** means any software or other deliverable created pursuant to Professional Services.
- 1.5 **“Documentation”** means Provider’s standard manual related to use of the System, as well as any modules or surveys.
- 1.6 **“Order”** means an order for access to the System.
- 1.7 **“Privacy/Security Law”** means privacy and security laws governing Provider’s handling of Customer Data (if any). For the avoidance of doubt, Privacy/Security Laws do not include laws applicable to Customer or its data to the extent not described in the preceding sentence.
- 1.8 **“Professional Services”** means such Provider services as are set forth in an Appendix or SoW.
- 1.9 **“SoW”** means a statement of work on the form attached hereto as Appendix 4 executed by each party.
- 1.10 **“SLA”** means Provider’s standard service level agreement, currently as set forth in Appendix 3.
- 1.11 **“Term”** is defined in Section 12.1 below.
- 1.12 **“User”** means any company or individual who uses the System on Customer’s behalf or through Customer’s account or passwords, whether authorized or not.

2 **CLOUD COMPONENTS & USE OF THE SYSTEM IN GENERAL**

- 2.1 **Use of the System.** During the Term, Customer may access and use the Cloud Components pursuant to the terms of any outstanding Order, including such features and functions as the Order requires.

2.2 Service Levels. Provider shall provide the remedies listed in the SLA for any failure of the System listed in the SLA. Such remedies are Customer's sole remedy for any failure of the System except as specifically listed in this Agreement, and Customer recognizes and agrees that if the SLA and the other provisions of this Agreement do not list a remedy for a given failure, it has no remedy. Credits, if any, issued pursuant to the SLA apply to outstanding or future invoices only and are forfeit upon termination of this Agreement. Provider is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation after termination of this Agreement.

2.3 Documentation: Customer may reproduce and use the Documentation solely as necessary to support Users' use of the System.

2.4 System Revisions. Provider may revise the SLA or the features and functions of the System at any time, provided no such revision materially reduces features or functionality provided pursuant to an outstanding Order.

3 PROFESSIONAL SERVICES

3.1 Provision of Professional Services. Provider shall provide the Professional Services, and Customer shall provide any assistance and cooperation necessary or convenient to facilitate the Professional Services, or called for in an Appendix or SoW.

3.2 Deliverables

a. *Acceptance & Rejection*. Deliverables will be considered accepted ("Acceptance") (a) when Customer provides Provider written notice of acceptance or (b) 10 days after delivery if Customer has not first provided Provider with written notice of rejection. Customer may reject a Deliverable only if it materially deviates from its specifications and requirements listed in the applicable Appendix or SoW and only via written notice setting forth the nature of such deviation. In case of such rejection, Provider shall correct the deviation and redeliver the Deliverable within 10 days. After redelivery pursuant to the previous sentence, the parties shall again follow the acceptance procedures set forth in this Subsection 3. This Subsection 3.2, in conjunction with Customer's right to terminate for material breach where applicable, sets forth Customer's only remedy and Provider's only liability for failure of Deliverables.

b. *Incorporation of Deliverables*. Upon Acceptance, each Deliverable will constitute an element of the Cloud Components as specified in the applicable SoW, and will thereafter be subject to this Agreement's terms regarding Cloud Components, including, without limitation indemnity terms. Provider retains ownership of all Deliverables, and Customer receives no right, title, or interest in or to Deliverables except as specifically set forth in this Agreement.

4 FEES & REIMBURSEMENT

4.1 Types of Fees. Customer shall: (a) pay Provider the fee set forth in each Order and or **Appendix 1** (the "Subscription Fee") for each Term, as well as such fees as are set forth in each **Appendix** (specifically **Appendix 1** Consultancy for Professional Services) or SoW as indicated in **Appendix 4** ("Professional Service Fees"); and (b) reimburse such expenses as Provider reasonably incurs in provision of Professional Services. Amounts listed in and Appendix or SoW's are estimates of Professional Services fees and will not be binding, except to the extent that the Appendix or SoW specifically provides to the contrary.

4.2 Invoices, No Refunds. Provider's invoices are due within 30 days of issuance or as otherwise mutually agreed to in writing by the parties. For late payment, Customer shall pay interest charges from the time the payment was due at the rate that is the lower of 1.50% per month or the highest rate permissible under applicable law. Provider will not be required to refund Subscription Fees or Professional Service Fees under any circumstances.

4.3 Taxes. Amounts due under this Agreement are payable to Provider without deduction and are net of any tax, tariff, duty, or assessment imposed by any government authority (national, state, provincial, or local), including without limitation any sales, use, excise, ad valorem, property, withholding, or value-added tax, whether or not withheld at the source (collectively, "Sales Tax"). Except as forbidden by applicable law, Provider may require that Customer submit applicable Sales Taxes to Provider. However, the preceding sentence does not apply to the extent that Customer is tax exempt, provided it gives Provider a valid tax exemption certificate within 30 days of the Effective Date. Provider's failure to include any applicable tax in an invoice will not waive or dismiss the parties' rights or obligations pursuant to this Section 4.3. If applicable law requires withholding or deduction of Sales Taxes or any other tax or duty, Customer shall separately pay Provider the withheld or deducted amount, over and above fees due. For the avoidance of doubt, this Section 4.3 does not govern taxes based on Provider's net income.

5 CUSTOMER DATA

5.1 Use of Customer Data. Provider shall not: (a) access, process, or otherwise use Customer Data other than as necessary to facilitate the SaaS; or (b) give Customer Data access to any third party, except Provider's subcontractors (e.g. the System is hosted by Microsoft Azure) that have a need for such access to facilitate the SaaS and are subject to a reasonable written agreement governing the use and security of Customer Data. Further, Provider: (c) shall exercise reasonable efforts to prevent unauthorized disclosure or exposure of Customer Data; and (d) shall comply with all Privacy/Security Laws that are applicable both specifically to Provider or its contractors and generally to

data processors in the jurisdictions in which Provider does business and operates physical facilities.

- 5.2 **Additional Fees.** Customer recognizes and agrees that Provider may charge additional fees (without limitation) (a) for activities (if any) required by Privacy/Security Laws and (b) for activities Customer requests to help it comply with Privacy/Security Laws.
- 5.3 **Privacy Notice.** Customer acknowledges Provider's privacy notice at www.apx10.com (only applicable if not blank and the link is provided), and Customer recognizes and agrees that nothing in this Agreement restricts Provider's right to alter such privacy policy.
- 5.4 **De-Identified Data.** Notwithstanding the provisions above of this Article 5, Provider may use, reproduce, sell, publicize, or otherwise exploit De-Identified Data (as defined below) in any way, in its sole discretion, including without limitation aggregated with data from other customers. ("De-Identified Data" refers to Customer Data with the following removed: information that identifies or could reasonably be used to identify an individual person, a household or Customer.)
- 5.5 **Erasure.** Provider may permanently erase Customer Data if Customer's account is delinquent, suspended, or terminated for 30 days or more, without limiting Provider's other rights or remedies.
- 5.6 **Required Disclosure.** Notwithstanding the provisions above of this Article 5, Provider may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Provider shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- 5.7 **Risk of Exposure.** Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the SaaS, Customer assumes such risks. Provider offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.
- 5.8 **Data Accuracy.** Provider shall have no responsibility or liability for the accuracy of data uploaded to the SaaS by Customer, including without limitation, Customer Data and any other data uploaded by Users as indicated in any applicable Appendix.
- 5.9 **Personal Data.** To the extent that Provider or its contractors process personal data on behalf of Customer as part of the performance of this Agreement, the Customer shall inform Provider accordingly in writing. The processing of personal data shall be regulated and governed by a separate data processing agreement or

addendum that will observe the applicable laws regarding the collection and use of personal data in force at that time.

- 5.10 **Import of Customer Data.** The terms, conditions and requirements associated with import of data, including Customer Data, and more specifically, the IMPORT OF PIPELINE REGISTRATION & INCIDENTS and SRO/SCADA/IOT data into the System are set forth in Appendix 5A and 5B.

6 CUSTOMER'S RESPONSIBILITIES & RESTRICTIONS

- 6.1 **Acceptable Use.** Customer shall comply with the AUP and the additional Customer Obligations indicated in **Appendix 2**. Customer shall not: (a) use the System for service bureau or time-sharing purposes or in any other way allow third parties to exploit the System except if explicitly described in appendix 1; (b) provide System passwords or other log-in information to any third party; (c) share non-public System features or content with any third party; (d) access the System in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the System, or to copy any ideas, features, functions or graphics of the System; or (e) engage in web scraping or data scraping on or related to the System, including, without limitation, collection of information through any software that simulates human activity or any bot or web crawler. If it suspects any breach of the requirements of this Section 6.1, including, without limitation by Users, Provider may suspend Customer's access to the System without advanced notice, in addition to such other remedies as Provider may have. Neither this Agreement nor the AUP requires that Provider take any action against Customer or any User or other third party for violating the AUP, this Section 6.1, or this Agreement, but Provider is free to take any such action it sees fit.
- 6.2 **Unauthorized Access.** Customer shall take reasonable steps to prevent unauthorized access to the System, including without limitation by protecting its passwords and other log-in information. Customer shall notify Provider immediately of any known or suspected unauthorized use of the System or breach of its security and shall use best efforts to stop said breach.
- 6.3 **Compliance with Laws.** In its use of the System, Customer shall comply with all applicable laws, including without limitation Privacy/Security Laws.
- ## **7 IP & FEEDBACK**
- 7.1 **IP Rights in the System.** Provider retains all right, title, and interest in and to the System, including, without limitation, all software used to provide the System and all graphics, user interfaces, surveys, modules, logos, and trademarks reproduced through the System. This Agreement does not grant Customer any intellectual property license or rights in or to the System or any of its components, except to the limited extent that this

Agreement specifically sets forth Customer rights to Documentation. Customer recognizes that the System and its components are protected by copyright and other laws.

7.2 Feedback. Provider has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that Customer or other Users provide to Provider, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Provider's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer or other User in question. Customer hereby grants Provider a perpetual, irrevocable right and license to exploit Feedback in any and every way. Feedback will not constitute Customer's trade secret. ("Feedback") refers to any suggestion or idea for improving or otherwise modifying any of Provider's System or other products or services.)

8 CONFIDENTIAL INFORMATION

"Confidential Information" refers to the following items either party discloses to the other: (a) any document either party marks "confidential"; (b) any information either party orally designates as "confidential" at the time of disclosure, provided the disclosing party confirms such designation in writing within 10 business days; (c) Documentation, whether or not marked or designated confidential; and (d) any other nonpublic, sensitive information either party should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the non-disclosing party's possession at the time of disclosure; (ii) is independently developed by either party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the other party's improper action or inaction; or (iv) is approved for release in writing by the applicable party.

8.1 Nondisclosure. Neither party shall use Confidential Information for any purpose other than as required to use the System (the "Purpose"). Neither party: (a) shall disclose Confidential Information to any employee or contractor of the other party unless such person needs access in order to facilitate the Purpose; and (b) shall not disclose Confidential Information to any other third party (other than contractors used to provide the System) without the other party's prior written consent. Without limiting the generality of the foregoing, the parties shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A party shall promptly notify the other party of any misuse or misappropriation of Confidential Information that comes to that party's attention. Notwithstanding the foregoing, both parties may disclose Confidential Information as required by applicable law or by proper legal or governmental

authority. The applicable party shall give the other party prompt notice of any such legal or governmental demand and reasonably cooperate with the other party in any effort to seek a protective order or otherwise to contest such required disclosure, at that party's expense.

8.2 Injunction. The parties agree that: (a) no adequate remedy exists at law if it breaches any of its obligations in this Article 8; (b) it would be difficult to determine the damages resulting from its breach of this Article 8, and such breach would cause irreparable harm to the other party; and (c) a grant of injunctive relief provides the best remedy for any such breach, without any requirement that the other party prove actual damage or post a bond or other security. The parties waive any opposition to such injunctive relief or any right to such proof, bond, or other security. (This Section 8.2 does not limit either party's right to injunctive relief for breaches not listed.)

8.3 Termination & Return. Upon termination of this Agreement, the parties shall return all copies of Confidential Information to the other party or certify, in writing, the destruction thereof. The parties' obligations pursuant to Section 8.1 above (*Nondisclosure*) will survive termination and such return, destruction, and certification.

8.4 Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The applicable party will retain all right, title, and interest in and to all Confidential Information.

8.5 Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b) (the "DTSA"), each party is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

a. *IMMUNITY*. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

b. *USE OF TRADE SECRET INFORMATION IN ANTI-RETALIATION LAWSUIT*. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

9 REPRESENTATIONS & WARRANTIES**9.1 Provider's Warranties.**

- a. *IP Rights in the System.* Subject to the next sentence, Provider represents and warrants that it is the owner of the System and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights to use the System set forth in this Agreement without the further consent of any third party. Provider's representations and warranties in the preceding sentence do not apply to the extent that the infringement arises out of any of the conditions listed in Subsections 10.1(a) through 10.1 (e) below. In case of a breach of the warranty in this Subsection 1.1.a, Provider, at its own expense, shall promptly take the following actions: (i) secure for Customer the right to continue using the System; (ii) replace or modify the System to make it non infringing; or if such remedies are not commercially practical in Provider's reasonable opinion (iii) terminate the infringing features of the System, and refund to Customer any prepaid fees for such features, in proportion to the portion of the Term left after such termination. If Provider exercises its rights pursuant to Subsection 1.1.a(iii) above, Customer shall cease all use of affected System components and Documentation and erase any copies thereof. In conjunction with Customer's right to terminate for breach where applicable, the preceding sentence states Provider's sole obligation and liability, and Customer's sole remedy, for breach of the warranty in this Subsection 1.1.a and for potential or actual intellectual property infringement by the System.
- b. *Professional Services.* Provider represents and warrants that the Deliverables will conform to their specifications set forth in the applicable Appendix or SoW for a period of six months, or as otherwise mutually agreed to in writing by the parties, following Acceptance (as defined in Subsection 3.2(a) above).

9.2 Customer's Warranties.

- a. *Re Customer Itself.* Customer represents and warrants that: (i) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (ii) it has accurately identified itself and it has not provided any inaccurate information about itself to Provider or through the System; and (iii) it is a corporation, the sole proprietorship of an individual 18 years or older, or another entity authorized to do business pursuant to applicable law.
- b. *Re Customer's Clients.* Customer represents and warrants that, to the best of its knowledge: (i) Customer shall accurately identify each Customer's Client and shall not provide any inaccurate information about a Customer's Client or other User to or through the System; and (ii) each Customer's Client will be a corporation, the sole proprietorship of an individual 18 years or older, governmental unit or agency, or another

entity authorized to do business pursuant to applicable law.

9.3

Warranty Disclaimers. Except to the extent set forth in the SLA and in Section 9.1 above, CUSTOMER ACCEPTS THE SYSTEM "AS IS" AND AS AVAILABLE. And except as set forth above in this Article 9, PROVIDER PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PROVIDER HAS NO OBLIGATION TO INDEMNIFY, DEFEND, OR HOLD HARMLESS CUSTOMER, INCLUDING WITHOUT LIMITATION AGAINST CLAIMS RELATED TO PRODUCT LIABILITY OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, EXCEPT IN THE LATTER CASE AS SET FORTH IN SECTION 10.1 (*Indemnity from Provider*) BELOW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL PERFORM WITHOUT INTERRUPTION OR ERROR; (b) PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE; (c) PROVIDER DOES NOT REPRESENT OR WARRANT COMPATIBILITY WITH THE COMPUTERS, SYSTEMS, AND/OR APPLICATIONS THAT THE CUSTOMER MAY USE; AND (d) SHALL NOT BE LIABLE FOR ANY CONCLUSIONS OR DECISIONS MADE BY THE CUSTOMER OF, OR FROM, THE SYSTEM.

10**INDEMNIFICATION****10.1**

Indemnity From Provider. Provider shall defend and indemnify Customer and Customer's Associates (as defined below in Subsection 10.1.1(a)) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of or alleging direct infringement of any patent, copyright, trade secret, or other intellectual property right as a result of Customer's authorized use of the System. However, Indemnified Claims do not include, and Provider's obligations set forth in this Section 10.1 do not apply to, any claim, suit, or proceeding arising out of: (a) Customer's breach of this Agreement, including without limitation its failure to cease use of the System after Provider's direction pursuant to Section (*Re IP Rights in the System*); (b) revisions to System components made without Provider's written consent; (c) Provider's modification of any Deliverables to the extent created based on such Customer specifications; (d) any Deliverable, if the applicable Appendix, SoW or a disclosure provided at or before delivery states that such Deliverable incorporates third party software or other assets; or (e) use of the System in combination with hardware or software not

provided by Provider. In case of an Indemnified Claim, Provider may exercise any of the remedies in Subsections 9.1 (i) through 9.1 (iii) above, including without limitation, its right therein to terminate licenses and require return of the Software.

10.2 Indemnity From Customer. Customer shall indemnify and defend Provider and Provider's Associates (as defined below in Subsection 10.1.1) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of or related to Customer's alleged or actual use of, misuse of, or failure to use the System, including without limitation: (a) Users or by Customers' employees; (b) claims related to Data Incidents (as defined below); (c) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the System through Customer's account, including, without limitation, Customer Data; (d) claims that use of the System through Customer's account, or other Users, harasses, defames, or defrauds a third party or violates the CAN-Spam Act of 2003 or any other law or restriction on electronic advertising; and (e) infringement claims arising out of or related to the conditions listed in Subsections 10.1 (a) through (e) above. Indemnified Claims pursuant to the preceding sentence also include claims related to the injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of Customer or of any of its agents, subcontractors, or employees. Indemnified Claims listed above in this Section include, without limitation, claims arising out of or related to Provider's negligence, but they exclude any claim that would constitute an Indemnified Claims pursuant to Section 10.1 above. (A "Data Incident" is any (i) unauthorized disclosure of, access to, or use of Customer Data, or (ii) violation of Privacy/Security Law through Customer's account. Data Incidents include, without limitation, such events caused by Customer, by Provider, or other Users, by hackers, and by any other third party).

10.1.1 Litigation & Additional Terms.

- a. Associates. As used in this Article 10, a party's "Associates" are its officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.
- b. Indemnity Obligations. The obligations of the indemnifying party ("Indemnitor") pursuant to Section 10.1 or 10.2 above include, without limitation: (i) settlement at Indemnitor's expense and payment of judgments finally awarded by a court of competent jurisdiction, as well as payment of court costs and other reasonable expenses; and (ii) reimbursement of reasonable attorneys' fees incurred by the other party to this Agreement ("Indemnified Party") before Indemnitor's assumption of the defense (but not attorneys' fees incurred thereafter).

- c. Litigation and Additional Procedures. Indemnified Party shall provide prompt notice of any Indemnified Claim and reasonably cooperate with Indemnitor's defense. Indemnitor will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided: (i) if Indemnitor fails to assume the defense on time to avoid prejudicing the defense, Indemnified Party may defend the Indemnified Claim, without loss of rights pursuant to this Article 10 until Indemnitor assumes the defense; and (ii) Indemnified Party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it or an Indemnified Associate admit wrongdoing or liability or subjects either of them to any ongoing affirmative obligation. Indemnitor's obligations in Section 10.1 or 10.2 above will be excused if either of the following materially prejudices the defense: (A) Indemnified Party's failure to provide prompt notice of the Indemnified Claim; or (B) Indemnified Party's or an Indemnified Associate's failure reasonably to cooperate in the defense.

11 LIMITATION OF LIABILITY.

11.1 Dollar Cap. PROVIDER'S LIABILITY WILL NOT EXCEED THE FEES PAID PURSUANT TO THE APPLICABLE ORDER OR SOW DURING THE YEAR PRECEDING THE INJURY IN QUESTION, FOR ALL CLAIMS ARISING OUT OF OR RELATED TO SUCH ORDER OR SOW. THE LIMITS OF LIABILITY IN THE PRECEDING SENTENCE ARE CUMULATIVE AND NOT PER-INCIDENT.

11.2 Excluded Damages. Except with regard to breaches of Article 8 (Confidential Information), IN NO EVENT WILL PROVIDER BE LIABLE FOR LOST PROFITS OR LOSS OF BUSINESS OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

11.3 Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS ARTICLE 11.1 APPLY TO THE BENEFIT OF PROVIDER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND THIRD PARTY CONTRACTORS, AS WELL AS: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN IF PROVIDER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. Customer acknowledges and agrees that Provider has based its pricing on and entered into this Agreement in reliance upon the limitations of liability and disclaimers of warranties and damages in this Article 11.1 and in Section 9.3 and that such terms form an essential basis of the bargain between the parties. If applicable law limits the application of the provisions of this Article 11.1, Provider's liability will be limited to the maximum extent permissible. For the avoidance of doubt, Provider's liability limits and other rights set forth

in this Article 11.1 apply likewise to Provider's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

12 TERM & TERMINATION

12.1 Term. The term of this Agreement (the "Term") will commence on the Effective Date and continue for the period set forth in the Order or, if none, for 36 months. Thereafter, the Term will renew for successive 12-month periods unless provided otherwise in the Order, unless either party refuses such renewal by written notice 30 or more days before the renewal date. If the governing board of the Customer does not approve funding for the Agreement in any subsequent fiscal year, Customer may terminate this agreement at the beginning of said fiscal year without penalty of any nature.

12.2 Termination for Cause. Either party may terminate this Agreement for the other's material breach by written notice specifying in detail the nature of the breach, effective in 30 days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure. Without limiting Provider's other rights and remedies, Provider may suspend or terminate a Customer's Client's or other User's access to the System at any time, without advanced notice, if Provider reasonably concludes such Customer's Client or other User has conducted itself in a way that is not consistent with the requirements of the AUP or the other requirements of this Agreement or in a way that subjects Provider to potential liability.

12.3 Effects of Termination. Upon termination of this Agreement, Customer shall cease all use of the System and delete, destroy, or return all copies of the Documentation in its possession or control. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay fees incurred before termination; (b) Articles 7 (*IP & Feedback*), 8 (*Confidential Information*), 9.3 (*Warranty Disclaimers*), 10 (*Indemnification*), and 11.1 (*Limitation of Liability*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

13 MISCELLANEOUS.

13.1 Independent Contractors. The parties are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.

13.2 Notices. Provider may send notices pursuant to this Agreement to Customer's email address provided by Customer, and such notices will be deemed received 24 hours after they are sent. Customer may send notices pursuant to this Agreement to info@apx10.com, and such notices will be deemed received 72 hours after they are sent. In addition, Customer is on notice and agrees

that: (a) for claims of copyright infringement, the complaining party may contact info@apx10.com; and (b) Provider will terminate the accounts of subscribers who are repeat copyright infringers.

13.3 Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by epidemics, acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, government orders responding to any of the foregoing, or other causes beyond the performing party's reasonable control.

13.4 Assignment & Successors. Customer may not assign this Agreement or any of its rights or obligations hereunder without Provider's express written consent. Except to the extent forbidden in this Section 13.4, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

13.5 Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

13.6 No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

13.7 Choice of Law & Jurisdiction: This Agreement will be governed solely by the internal laws of the State of Wisconsin, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Milwaukee, Wisconsin. This Section 13.6 governs all claims arising out of or related to this Agreement, including without limitation tort claims. If Customer is a federal, state, or local government entity in the United States using the System in its official capacity and legally unable to accept the indemnification, controlling law, jurisdiction, or venue clauses above, then those clauses do not apply to the Customer. For such U.S. federal government entities, this Agreement and any action related thereto will be

governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Wisconsin (excluding choice of law).

13.8 Conflicts. In case of a conflict among the Appendixes to this Agreement and this main body, the following order of precedence will govern, with lower numbers governing over higher ones: (1) this main body of this Agreement; (2) any Appendix 1-5, SoW, with more recent Statements of Work taking precedence over later ones; and (3) any Provider policy posted online, including, without limitation the AUP. No SoW or other attachment incorporated into this Agreement after execution of this main body will be construed to amend this main body or any earlier attachment unless it specifically states its intent to do so and cites the section or sections amended.

13.9 Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

13.10 Technology Export. Customer shall not: (a) permit any third party to access or use the System in violation of any U.S. law or regulation; or (b) export any software provided by Provider, if any, or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the System in, or export such software, if any, to, a country subject to a United States embargo (as of the Effective Date, the Crimea Region of Ukraine, Cuba, Iran, North Korea, and Syria).

13.11 Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

13.12 Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

13.13 Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each party. Notwithstanding the foregoing provisions of this Section 13.13, Provider may revise the AUP at any time by posting a new version of either at the Website, and such new version will become effective on the date it is posted; provided if such amendment materially reduces Customer's rights or protections, notice and consent will be subject to the requirements above in this Section 13.13.

13.14

Third Party Acknowledgement and Terms. The System provided under the terms and conditions of this Agreement may use or include third party components, software, auxiliary tools, including opensource software/freeware (which may be subject to certain "open source" or "free software" licenses) operating environments, hosting online services, platforms, hardware, data, documentation or other services or other copyrighted material that may be subject to certain "open source" or "free software" licenses or there party licenses, terms and conditions. Acknowledgments, licensing terms, or terms of service, and additional disclaimers for such third party components are contained in the "online" electronic documentation for the System, including without limitation, a AllUsedSoftwareLicenses.xlsx file or may otherwise accompany the same, or are contained in Appendix, or Addendums to this Agreement, and Customer's use of such components is governed by their respective terms and conditions and nothing in this Agreement limits any such third party terms or conditions or grants Customer rights that supersede the terms and conditions of any such applicable third party terms and conditions for such third party components, or materials.

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date

Milwaukee, WI, 1 May 2025
for APX10 INC:

Ulrich Borup Hansen
President & CEO

Wisconsin, 1 May 2025
for City Water LLC, WI

Tom Nennig
President