

TOWN OF BROOKFIELD
TOWN BOARD MINUTES
FEBRUARY 7, 2023

The regular meeting of the Town Board, Sanitary District No. 4, and Utility District No. 1 was held on Tuesday, January 17, 2023 in the Erich Gnant Room of the Town Hall, 645 N Janacek Road, Brookfield, WI.

1) CALL TO ORDER.

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

2) MEETING NOTICES.

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

3) APPROVAL OF AGENDA.

Motion by Supervisor Schatzman to approve the agenda.

Seconded by Supervisor Stanelle.

Motion Passed Unanimously.

4) APPROVAL OF MINUTES.

Motion by Supervisor Stanelle to approve the minutes of January 17, 2023 Town Board meeting.

Seconded by Supervisor Schmitt.

Motion Passed Unanimously.

Motion by Supervisor Stanelle to approve the minutes of the January 17, 2023 Joint Town Board and Community Development Authority meeting with corrections.

Seconded by Supervisor Kohlmann.

Motion Passed Unanimously.

Motion by Supervisor Stanelle to approve the minutes of the January 31, 2023 Joint Town Board and Community Development Authority meeting.

Seconded by Supervisor Schatzman.

Motion Passed Unanimously.

4a) CITIZEN COMMENTS.

Julie Heyen at 21675 Doneswood Drive commented on a downed tree that had fallen on the neighbor's house at 21715 Doneswood Drive in December. She requested the tree be removed and the roof repaired and the general landscaping of the property be brought up to the neighborhood standard. Ms. Heyen also requested a speed limit sign on Donneswood Drive that was removed eight years prior be reinstalled.

5) OLD BUSINESS.

None.

6) NEW BUSINESS.

a. Discussion and possible action to reschedule the February 21, 2023 Town Board meeting.

Motion by Supervisor Kohlmann to move the meeting to Wednesday, February 22, 2023.

Seconded by Supervisor Schmitt.

Motion Passed Unanimously.

- b. Discussion and possible action to reschedule the April 4, 2023 Town Board meeting.
Motion by Supervisor Kohlmann to move the meeting to Wednesday, April 5, 2023.
Seconded by Supervisor Schmitt.
Motion Passed Unanimously.
- c. Discussion and possible action regarding updates to the Master Fee Schedule.
Motion by Supervisor Kohlmann to approve the updates with changes.
Seconded by Supervisor Stanelle.
Motion Passed Unanimously.

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

- a. Plan Commission
 - i. Recommendation to schedule a Public Hearing for a Conditional Use Permit request to allow an Adult Day Care Center in the B-3 Office and Professional Business District, located at 20711 Watertown Road.
Motion by Supervisor Schatzman to set the Public Hearing for Tuesday, February 28, 2023.
Seconded by Supervisor Kohlmann.
Motion Passed Unanimously.
 - ii. Recommendation to the Town Board of approval of a Conditional Use Permit to allow a Commercial Day Care Center in the B-3 Office and Professional Business District, located at 20711 Watertown Road.
Motion by Supervisor Schatzman to table this item to the February 22 Town Board meeting.
Seconded by Supervisor Stanelle.
Motion Passed 4-1 with Chairman Henderson dissenting.
 - iii. Discussion and possible action for approval of the 2022-2042 Comprehensive Plan.
Motion by Supervisor Schatzman to approve the 2022-2042 Comprehensive Plan as presented.
Seconded by Supervisor Stanelle.
Motion Passed Unanimously.
- b. Sanitary District No. 4
 - i. Discussion and possible action regarding the Water Rate Study presentation by Baker Tilly.
Motion by Supervisor Kohlmann to authorize Baker Tilly to submit the Water Rate Study as presented to the Public Service Commission for review.
Seconded by Supervisor Schatzman.
Motion Passed Unanimously.

8) APPROVAL OF VOUCHERS AND CHECKS.

- Motion by Supervisor Schmitt to approve the vouchers and checks dated 1/18/2023-2/7/2023 in the amount of \$310,649.21.
Seconded by Supervisor Kohlmann.
Motion Passed Unanimously.

9) ADJOURN

- Motion by Supervisor Kohlmann to adjourn at 8:53 p.m.
Seconded by Supervisor Schmitt.
Motion Passed Unanimously.

Respectfully submitted,
Tom Hagie
Town Administrator

Wray Park Facility: Proposed OPTION 1

- 120 feet long / 120 feet wide
- (2) Tennis courts converted to (1) tennis and (4) pickleball courts by Frank Armstrong in May 2023 (painting in June)
- No new gates, existing fence repaired where needed
- Internal short pickleball fencing (48") will stop just short of taller external perimeter fencing allows walk past – same as Banting, however 12 feet wider overall
- Locations for light/security pole depicted.
- Optional Windscreens recommended.



12601 W. Silver Spring Road * Butler, WI 53007
 Phone: (262) 395-4050 * Fax: (262) 330-5004
 sales@armstrongpaving.com
 www.armstrongpaving.com



ATTN: CHAD BROWN

PROPOSAL SUBMITTED TO Town of Brookfield		PHONE 262-796-3781	DATE 10/27/2022
STREET 645 N. Janacek Road		JOB NAME Pickleball Conversion	
CITY, STATE AND ZIP CODE Brookfield, WI 53045-6052		JOB LOCATION Wray Park	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We propose to furnish all labor and materials necessary to perform the following work:

PICKLEBALL CONVERSION

- Install stone tracking pad in southwest corner.
- Open fence and pull one line post out. Remove both sets of net posts and footings, including center tie-downs.
- Backfill holes with stone and compact.
- Pulverize entire area inside fence, into a small gradeable aggregate.
- Add up to 60 tons of stone.
- Rough grade and compact.
- Laser grade for 1% cross-court patch and compact, using a vibratory roller.
- Pave 2" compacted binder course asphalt, Type 9.5mm mix design.
- Pave 1 1/2" compacted surface course asphalt, Type 9.5 mm mix design. Stagger paving joints and cross-roll.
- Install 4 pair of pickleball posts and 1 pair of tennis posts. All in sleeves in footings, 60" deep. This includes driven center tie-downs.
- Saw-cut relief joints at net lines.
- Install 112' of 4' tall chain link fence, between the tennis court and pickleball courts.
- Install 52' of 4' tall divider fence, running east and west, between pickleball courts. All fence to be 4' tall, galvanized chain link fence with 1 5/8" top rail and bottom tension wire.
- Replace one 10' tall line post and close up fence.
- Apply 2 coats of acrylic resurfacer. Each coat to be cross-applied.
- Apply 2 coats of Laykold standard colors. Colors T.B.D.
- Stripe white masked lines.
- Install new Douglas nets and center tie-down straps.

PRICE \$115,183.00

OPTIONAL:

- Install two 4' tall divider fences, running north and south, between the pickleball courts ADD \$3,025.00

NOTES:

- *** New asphalt surface will be 4" to 5" higher than the existing surface.
- *** We will machine pave, as close to the fence, as possible.

We propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

_____ dollars (\$ _____).

Payment to be made as follows:

TERMS: NET 10 DAYS. 1.5% PER MONTH INTEREST ON ALL ACCOUNTS 10 DAYS PAST DUE.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Work Compensation Insurance. Notice of Lien Rights on back.

Authorized Signature David Marks
David Marks

This proposal void in 30 days and covers above area and specs only.

Acceptance of Proposal: be above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I fully understand and agree with the terms and conditions on the back of this proposal.

Signature _____

Date of Acceptance: _____

TERMS & CONDITIONS

NOTICE OF LIEN: AS REQUIRED BY WISCONSIN LIEN LAW, BUILDER HERBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIAL FOR THE CONSTRUCTIONS ON OWNER'S LAND MAY HAVE LIEN RIGHT ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY CONTRACTOR AGREES TO COOPERATED WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

PAYMENT: Payment due upon completion of work or terms as noted, although F. Armstrong Inc. retains the right at it's sole discretion, to bill as work progresses. Finance Charge: 1.5% per month, 18% annually. If purchaser (owner or owner's agent) fails to pay an invoice when due, purchaser (owner or owner's agent) shall pay interest at a compound rate of 1.5% service fee per month (18% annually) until the invoice balance is paid in full. All costs of collection, including reasonable attorney fees and costs for any arbitration deemed necessary shall be paid by owner. Non payment of total invoiced amount upon full completion or terms, as noted, voids any and all guarantees/warranties.

CANCELLATION NOTICE: If cancellation notice is not received in writing, prior to 3 days after date of acceptance, seller assumes the purchaser agreed to the contract terms contained. Any withdrawal of the contract after that time, could result in partial billing and reimbursement for planning, preparation, materials ordered, restocking costs, or partial work completed.

CRACKING OF ASPHALT: All asphalt paved areas can crack at any time, due to climate and soil conditions. There is no warranty for cracks. As the surface expands or contracts during wet conditions, drought conditions, freeze and thaw cycles, unstable sub-grade, tree roots, hot weather, dry spells, floods, heavy traffic, etc., cracks will develop. A crack can develop even in newly paved asphalt. Frank Armstrong Paving, Inc. recommends a periodical crack maintenance with a good quality rubberized crack sealant. The owner/rep. is aware of the risk inherent in this kind of work.

DRAINAGE: Frank Armstrong is not responsible for puddles or wet spots less than 1/2" deep. Purchaser is aware that wet sub-grade conditions can cause premature pavement failure, unless proper measures are taken to rectify those situations. Surface and site conditions must have 1% minimum slope to drain properly.

CRACKFILLING & SEALCOATING WARRANTY: Longevity of sealcoating and crackfilling is dependent on subsurface conditions, as well as quantity and type of traffic on pavement surface, as well as the adhesion of prior sealcoat and/or crack filler to pavement surface, and owner understands that reduced longevity may result because of this and accepts that fact. We do not guarantee or warranty in any way a seal coating project with a prior flaking sealcoat condition. Fading and/or wearing of sealcoat is a natural wearing process and is not a defect in any way. Accordingly, F. Armstrong Ent., Inc. does not warranty or guarantee its work against cracking. When crack sealing, seller only seals large cracks 1/4" larger in width. Surface cracks may remain visible after sealcoat is applied due to sealer shrinkage. Seller is not responsible for crack filling of deteriorated (alligatored) areas. Owner understands and accepts these conditions.

INSURANCE AND PERMITS: Owner is responsible for maintaining all necessary insurance coverage and for obtaining all permits required to complete the work identified on the Proposal (unless otherwise stated on this proposal). Through this agreement the owner assumes all responsibility for and consequences associated with securing and complying with all necessary permits required by all regulating agencies. The owner indemnifies and absolves F. Armstrong Ent., Inc. of any consequences imposed by any regulating agency. Our workers are fully covered by Workman's Compensation Insurance.

MOBILIZATION: One trip for each crew, unless otherwise stated. If after notification, we cannot complete a procedure, due to a car in the way, an obstruction, other work conflicts, or delays beyond our control, an additional trip charge may be added to the contract amount.

ASPHALT MAINTENANCE: Frank Armstrong Paving recommends periodical crack maintenance, as it occurs. It is the most cost effective to prolong pavement life in our region. Periodical sealcoating helps protect the surface, along with making your property look good. Spot repairs or patching can also be a cost effective maintenance procedure, before pavement failure increases and requires new construction.

ASPHALT GRADE ELEVATIONS: If purchaser directs construction of the surface with less than 1% slope, water ponding can occur and no warranty attaches to these surface conditions.

ADDITIONAL PROVISIONS: Owner is responsible for any and all reasonable expenses we incur in enforcing our right hereunder, including but not limited to attorney's fees, collection fees and court costs. No waiver or modification of any provision hereof shall be binding on us unless in writing and signed by one of our employees. If any provision is determined to be void or unenforceable by a court of competent jurisdiction, the other provisions shall remain in full force and effect. This Proposal shall be binding on your heirs, representatives, successors and assigns.

DISCOVERIES/EXTRA CHARGES: If unexpected conditions are discovered, such as encountering unstable sub-grade, wet conditions, wood, concrete slabs or foundations, debris, paving fabric, stumps, contaminated or toxic soils, private utilities, or other objects not mentioned in the contract proposal, will require an extra charge for removals, excavation, dump fees, additional base materials or other unforeseen costs, based on time and material. The purchaser agrees to these extra charges, as needed or requested and will be added to the contract price, with a written change order.

SITE CONDITIONS: Not responsible for cracking concrete slabs that equipment has to travel over, disturbing grass or landscape along project perimeters, low tree limbs, or plantings in conflict or near perimeter of construction area, cracking or damaging pavement or landscape that we have to access with our equipment to complete the project.

UTILITY LOCATION: Purchaser is responsible for locating all private utilities, along with plumbing, piping, tiles, etc., that will not be marked out by Digger's Hotline. The purchaser agrees to pay repair expenses for damages to unmarked private utilities, if encountered.

PAVING WARRANTY: All work to meet industry standards. Material to be, as specified or industry equal. All workmanship to be industry standards and as per contract specifications, terms and conditions. There is no warranty for asphalt cracking.

DEFINITIONS: Owner is defined in this proposal and Terms and Conditions as the actual owner of property where work is to be performed, or as agent of said owner.

LANDSCAPING: F. Armstrong Ent., Inc. is not responsible for damage to landscaping as a result of project preparation, execution or completion, as well as changes needed in landscaping to insure the proper continuation of drainage flow from the project area. It is the property owner's responsibility to backfill edges of paved areas. We do not warrant (expressly or implied) that our grading work will prevent, eliminate, or reduce unwanted on-site water accumulation or flowage on your property.

ACCEPTANCE: Owner has read this contract, consisting of front and back of all pages and by my signature on the front of this proposal and understands and agrees to all. The prices, specifications, and conditions described on both sides of this contract are satisfactory and are hereby accepted. F. Armstrong Ent., Inc. is authorized to do the work as specified. Payment will be made as described in this proposal. Owner has received a copy of this contract.

Paul Farrow
County Executive

Gary A. Bell
Director of Emergency Preparedness

Waukesha County
Department of Emergency Preparedness
Waukesha County Communications

JOINT POWERS AGREEMENT
COUNTY 9-1-1 EMERGENCY SYSTEM

WHEREAS, Waukesha County and the municipalities located within the boundaries of Waukesha County have implemented an Emergency 9-1-1 System for the purposes of providing emergency services to residents and visitors of these municipalities, including the fire fighting, law enforcement, ambulance, medical and other emergency services; and

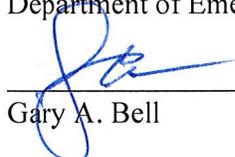
WHEREAS, Sec 256.35(9), Wis. Stats, "Joint Powers Agreement," requires that in implementing a 911 system as has been done in Waukesha County, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through the Waukesha County 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

THEREFORE, in consideration of the mutual promises, agreements and conditions contained herein, it is hereby jointly agreed between Waukesha County and the Town of Brookfield, as follows:

1. That effective January 1, 2023 this Agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2023.
2. That if an emergency services vehicle operated by the municipality, or operated by an agency with which the municipality contracts for that particular emergency service, is dispatched in response to a request through the Waukesha County Emergency 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional (or as defined by contract) boundaries.
3. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Sec. 256.35(9)(c), Wis. Stats.

Waukesha County
Department of Emergency Preparedness

Town of Brookfield



Gary A. Bell

1/20/23

Date

BY: _____
Keith Henderson, Town Chairman Date

BY: _____
Town Clerk Date

Appointment of Election Inspectors for the 2022-2024 Election Cycle

1. Susanne M. Kohlmann
2. Georgia Balcerowski

**TOWN OF BROOKFIELD
PLANNING COMMISSION RECOMMENDATIONS
FEBRUARY 28, 2023**

Town Chairman Keith Henderson called the meeting to order at 7:10pm on Tuesday, February 28, 2023, at the Town of Brookfield Town Hall, 645 North Janacek Road, Brookfield, Wisconsin. Also present at the meeting was Supervisor Mike Schmitt; Commissioners Gordon Gaeth, Len Smeltzer, Jeremy Watson, Kevin Riordan, and William Neville; Acting Town Planner Amy Barrows; and applicants.

RECOMMENDATION TO THE TOWN BOARD TO DENY A REQUEST FOR A CONDITIONAL USE PERMIT TO ALLOW AN ADULT DAY CARE CENTER IN THE B-3 OFFICE AND PROFESSIONAL BUSINESS DISTRICT, LOCATED AT 20711 WATERTOWN ROAD.

Commissioner Watson made a motion to the Town Board to **deny** a request for a conditional use permit to allow an adult day care center in the B-3 office and professional Business District, located at 20711 Watertown Road, for the following reason:

- Approving would be setting a precedent of allowing Conditional Use for two of the same businesses in the same building.

The motion was seconded by Commissioner Smeltzer, voted on, and passed with a vote of 4-2, with Commissioners Neville and Riordan dissenting.

RECOMMENDATION TO THE TOWN BOARD FOR CONCEPTUAL APPROVAL OF A NEW BUILDING CONSISTING OF AN OFFICE, PRODUCT SHOWROOM, AND PRODUCT STORAGE AND SHIPPING AREA LOCATED AT 21055 CROSSROADS CIRCLE.

Commissioner Watson moved to **recommend** Town Board approval for Conceptual Approval of a new building consisting of an office, product showroom, and product storage and shipping area located at 21055 Crossroads Circle. The motion was seconded by Commissioner Neville, voted on, and carried unanimously.



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

February 16, 2023

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

Re: Kossow Road Reconstruction
Contract 1-2023
Town of Brookfield, Wisconsin

Dear Tom,

Bids for the above-referenced Project were opened on February 15, 2023. Three Bids were received with the resulting Bid tabulation enclosed. The low Bid of \$483,241.50 was more than ENGINEER's opinion of probable construction cost.

Wolf Paving Co. Inc. of Hartland, Wisconsin, was the apparent low Bidder at \$483,241.50. The Bid included a Bid Bond for 10 percent and Addendum No. 1 was acknowledged. The Bid is deemed to be responsive.

Strand Associates, Inc.® has previously worked with Wolf Paving Co., Inc. on past Town of Brookfield projects. For those projects, the owner determined Wolf Paving Co., Inc. to be responsible.

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

Sincerely,

STRAND ASSOCIATES, INC.®


Justin J. Gutoski, P.E.

Enclosure

Kossow Road Reconstruction

Contract 1-2023

Town of Brookfield, Wisconsin

Solicitor: Strand Associates, Inc.

February 15, 2023 10 AM CT

					Wolf Paving		Stark Pavement Corp.		Payne & Dolan, Inc.	
Section Title	Line Item	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Kossow Road Reconstruction										
	1	Common Excavation	LS	1	\$47,400.00	\$47,400.00	\$66,350.00	\$66,350.00	\$82,635.00	\$82,635.00
	2	Pulverize and Reshape Existing Asphalt Pavement and Base Course	SY	6200	\$2.80	\$17,360.00	\$4.95	\$30,690.00	\$4.60	\$28,520.00
	3	Asphaltic Concrete Pavement - Upper Course	T	800	\$73.00	\$58,400.00	\$76.20	\$60,960.00	\$80.20	\$64,160.00
	4	Asphaltic Concrete Pavement - Lower Course	T	1040	\$72.00	\$74,880.00	\$73.95	\$76,908.00	\$70.60	\$73,424.00
	5	Asphaltic Concrete Driveway	SF	6500	\$2.60	\$16,900.00	\$4.30	\$27,950.00	\$6.95	\$45,175.00
	6	7-IN Concrete Driveway	SF	1900	\$12.50	\$23,750.00	\$6.75	\$12,825.00	\$15.35	\$29,165.00
	7	Adjust MH Casting and Internal Chimney Seal	EA	9	\$1,500.00	\$13,500.00	\$2,000.00	\$18,000.00	\$1,275.00	\$11,475.00
	8	DGB Course, 3-IN	T	1100	\$22.90	\$25,190.00	\$23.15	\$25,465.00	\$25.30	\$27,830.00
	9	EBS	CY	500	\$25.00	\$12,500.00	\$30.45	\$15,225.00	\$44.10	\$22,050.00
	10	DGB Course, 1 1/4-IN	T	2200	\$16.60	\$36,520.00	\$27.25	\$59,950.00	\$27.85	\$61,270.00
	11	2-FT Wide Gravel Shoulder	LF	4600	\$1.50	\$6,900.00	\$2.00	\$9,200.00	\$2.70	\$12,420.00
	12	Epoxy Pavement Markings	LS	1	\$5,550.00	\$5,550.00	\$5,605.50	\$5,605.50	\$5,550.00	\$5,550.00
	13	Removing Storm Sewer Pipe and Structures	LS	1	\$6,302.00	\$6,302.00	\$2,000.00	\$2,000.00	\$24,844.00	\$24,844.00
	14	13 IN by 17 IN Corrugated Metal Pipe Arch	LF	550	\$100.00	\$55,000.00	\$90.00	\$49,500.00	\$78.00	\$42,900.00
	15	15 IN RCP Culvert	LF	70	\$110.00	\$7,700.00	\$140.00	\$9,800.00	\$56.00	\$3,920.00
	16	23 IN by 14 IN Horizontal Elliptical Reinforced Concrete Pipe Culvert	LF	90	\$120.00	\$10,800.00	\$280.00	\$25,200.00	\$102.00	\$9,180.00
	17	Apron Endwalls for 13 IN by 17 IN Corrugated Metal Pipe Arch Culvert	EA	46	\$500.00	\$23,000.00	\$650.00	\$29,900.00	\$150.00	\$6,900.00
	18	Apron Endwalls for 23 IN by 14 IN Reinforced Concrete Horizontal Elliptical Culvert Pipe W/ Pipe Gate	EA	4	\$2,500.00	\$10,000.00	\$1,700.00	\$6,800.00	\$1,605.00	\$6,420.00
	19	Apron Endwalls for Culvert Pipe 15 IN Reinforced Concrete Culvert Pipe W/ Pipe Gate	EA	4	\$2,500.00	\$10,000.00	\$1,500.00	\$6,000.00	\$1,182.00	\$4,728.00
	20	Traffic Control	LS	1	\$16,100.00	\$16,100.00	\$10,360.00	\$10,360.00	\$9,500.00	\$9,500.00
	21	Erosion Control	LS	1	\$2,369.00	\$2,369.00	\$9,850.00	\$9,850.00	\$11,230.00	\$11,230.00
	22	Geotextile Fabric	SY	1547	\$1.50	\$2,320.50	\$1.50	\$2,320.50	\$1.00	\$1,547.00
	23	Riprap	CY	8	\$100.00	\$800.00	\$190.05	\$1,520.40	\$251.00	\$2,008.00
Base Bid Total:						\$483,241.50		\$562,379.40		\$586,851.00

All-Ways Contractors, Inc.

15655 W. North Ave.
 Brookfield, WI 53005
 262-789-6944 Office
 262-789-6876 fax
www.allwaysinc.com
 allwaysinc@aol.com

Proposal

PROPOSAL SUBMITTED TO:	WORK TO BE PERFORMED
Town of Brookfield ATTN: Mr. Tom Hagie P.E.	2023 Road Program – Landscape Restoration
645 N. Janacek Road	Kossow Road – Davidson to Swenson
Brookfield, WI 53045	Brookfield, WI 53045
C/O Strand Associates Mr. Justin Gutoski 608-251-4843	Bid Date 2-15-23 11:00 AM

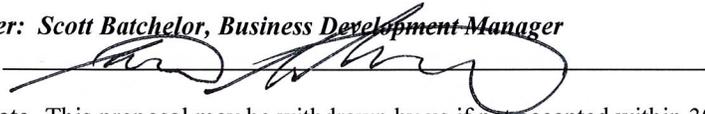
Item	Description	Unit	Quantity	Unit Price	Total
1	Landscape Restoration – Includes furnish and install 6” Topsoil, Seed, Fertilizer and Urban, Class I, Type A Erosion Matting in disturbed areas as indicated on the plans and within the specifications provided by Strand & Associates. Includes 28,000 SF Restoration @ \$0.98 per SF	LS	1	\$27,440.00	\$27,440.00
	Total				\$27,440.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of: **See above**
 With payments made as follows: **Balance due upon successful completion of work per plan and specification**

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.

Respectfully Submitted by: All-Ways Contractors, Inc. 2-15-23

Per: Scott Batchelor, Business Development Manager



Note- This proposal may be withdrawn by us if not accepted within 30 days

Terms: In the event default is made in payment of the account and it is placed in the hands of an attorney of collection, I/we agree to pay Attorney fees and collection costs of the amount owed. I/we agree to pay you a service charge at the rate of 1-½% per month on all past due invoices.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as Specified. Payment will be made as outlined above. As required by the Wisconsin Construction Lien Law, contractor hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner’s land may have lien rights on owner’s land & building if not paid. Those entitled to lien rights in addition to the above signed, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction.

Accepted Signature:



Date:

Poplar Creek Interceptor 54"

CIPP Cost:	\$3,425,250
Bypass Cost:	293,000
Total Project Cost:	\$3,718,250
Linear Feet (54")	2,620
Unit Cost (\$/LF)	\$1,419.18

Segment	Diameter (in)	Length (LF)	Unit Cost (\$/LF)	Rehab Length (LF)	Rehab Cost	Town Cost %	City Cost %	Town Cost	City Cost	
SN 19-047 to SN 19-046	54	540	\$1,215.11	540	\$656,000	72.89%	27.11%	\$478,200	\$177,800	
SN 19-046 to SN 19-045A	54	400	\$1,215.11	400	\$486,000	72.89%	27.11%	\$354,200	\$131,800	
SN 19-045A to SN 19-045	54	160	\$1,215.11	160	\$194,000	72.89%	27.11%	\$141,400	\$52,600	
SN 19-045 to SN 19-044	54	620	\$1,215.11	620	\$753,000	72.89%	27.11%	\$548,900	\$204,100	
SN 19-044 to SN 19-043	54	500	\$1,215.11	500	\$608,000	72.89%	27.11%	\$443,200	\$164,800	
SN 19-043 to SN 19-042	54	400	\$1,215.11	400	\$486,000	72.06%	27.94%	\$350,200	\$135,800	
SN 19-042 to MH 292_019	54	440	\$1,215.11	440	\$535,000	75.69%	24.31%	\$404,900	\$130,100	
				3,060	\$3,718,000			Total Cost:	\$2,721,000	\$997,000

Deer Creek Intceptor 36"

CIPP Cost:	\$3,236,250
Bypass Cost:	190,000
Total Project Cost:	\$3,426,250
Linear Feet (36")	4,085
Unit Cost (\$/LF)	\$838.74

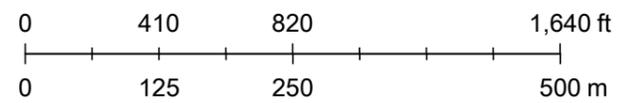
Segment	Diameter (in)	Length (LF)	Unit Cost (\$/LF)	Rehab Length (LF)	Rehab Cost	Town Cost %	City Cost %	Town Cost	City Cost	
MH 293_005 to MH 322_084	36	250	\$838.74	250	\$210,000	10.25%	89.75%	\$21,500	\$188,500	
MH 322_084 to MH 322_083	36	330	\$838.74	330	\$277,000	10.25%	89.75%	\$28,400	\$248,600	
MH 322_083 to MH 322_086	36	400	\$838.74	400	\$335,000	10.25%	89.75%	\$34,300	\$300,700	
MH 322_086 to MH 322_087	36	340	\$838.74	340	\$285,000	10.25%	89.75%	\$29,200	\$255,800	
MH 322_087 to MH 321_002	36	415	\$838.74	415	\$348,000	10.25%	89.75%	\$35,700	\$312,300	
MH 321_002 to MH 321_004	36	415	\$838.74	415	\$348,000	10.25%	89.75%	\$35,700	\$312,300	
MH 321_004 to MH 321_005	36	415	\$838.74	415	\$348,000	10.25%	89.75%	\$35,700	\$312,300	
MH 321_005 to MH 321_006	36	400	\$838.74	400	\$335,000	10.25%	89.75%	\$34,300	\$300,700	
MH 321_006 to MH 321_007	36	400	\$838.74	400	\$335,000	10.25%	89.75%	\$34,300	\$300,700	
MH 321_007 to MH 321_008	36	400	\$838.74	400	\$335,000	10.25%	89.75%	\$34,300	\$300,700	
MH 321_008 to MH 321_0011	36	320	\$838.74	320	\$268,000	10.25%	89.75%	\$27,500	\$240,500	
				4,085	\$3,424,000			Total Cost:	\$350,900	\$3,073,100

GIS Web Map



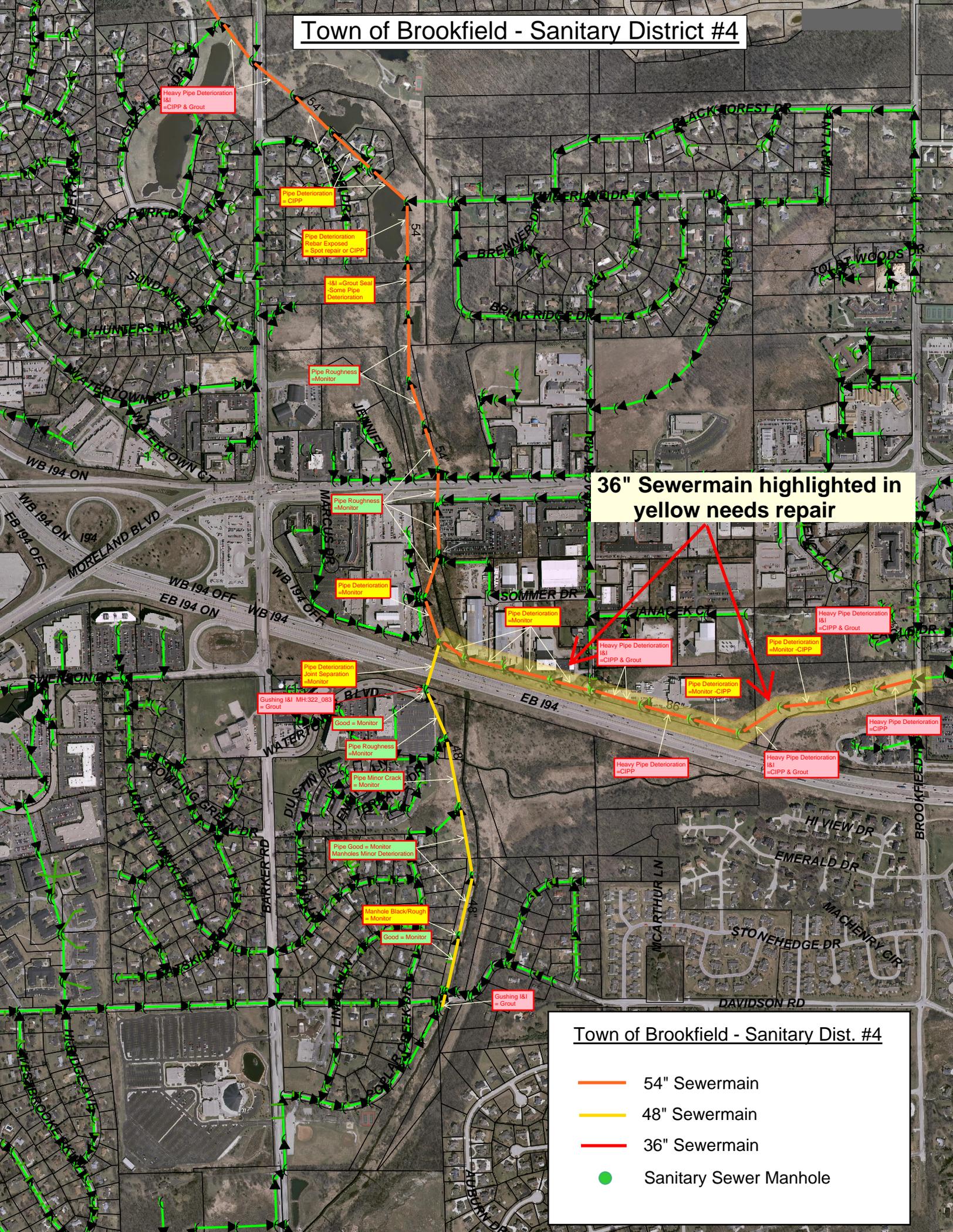
- Heavy Pipe Deterioration I&I = Repair
- Minor Pipe Deterioration = Monitor
- Pipe Roughness = Monitor

1:9,028



Waukesha County LIS, Esri, NASA, NGA, USGS, FEMA, Esri Community Maps Contributors, County of Waukesha, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS,

Town of Brookfield - Sanitary District #4



36" Sewermain highlighted in yellow needs repair

Town of Brookfield - Sanitary Dist. #4

- 54" Sewermain
- 48" Sewermain
- 36" Sewermain
- Sanitary Sewer Manhole

Heavy Pipe Deterioration I&I = CIPP & Grout

Pipe Deterioration = CIPP

Pipe Deterioration Rubber Exposed = Spot repair or CIPP

I&I = Grout Seal = Same Pipe Deterioration

Pipe Roughness = Monitor

Pipe Roughness = Monitor

Pipe Deterioration = Monitor

Pipe Deterioration Joint Separation = Monitor

Gushing I&I MH:322_083 = Grout

Good = Monitor

Pipe Roughness = Monitor

Pipe Minor Crack = Monitor

Pipe Good = Monitor Manholes Minor Deterioration

Manhole Black/Rough = Monitor

Good = Monitor

Pipe Deterioration = Monitor

Heavy Pipe Deterioration I&I = CIPP & Grout

Pipe Deterioration = Monitor = CIPP

Pipe Deterioration = Monitor = CIPP

Heavy Pipe Deterioration = CIPP

Heavy Pipe Deterioration = CIPP

Heavy Pipe Deterioration = CIPP & Grout

Gushing I&I = Grout

STATE OF WISCONSIN:

TOWN OF BROOKFIELD
SANITARY DISTRICT NO. 4

WAUKESHA COUNTY

RESOLUTION TO RELEASE TEMPORARY CONSTRUCTION EASEMENT

WHEREAS, the Sanitary District No. 4 – Town of Brookfield holds a Temporary Construction Easement (“Temporary Easement”) over and upon real property with an address of 1480 N Springdale Road, Waukesha, Wisconsin 531869 (Tax Key No.: BKFT1083998001) (“Property”);

WHEREAS, the Temporary Easement was recorded against the Property in the Waukesha County Register of Deeds on March 6, 2000 as Document No.: 2544024, and more particularly described as follows:

All that part of the Southwest 1/4 of Section 19, Town 7 North, Range 20 East, Town of Brookfield, Waukesha County, Wisconsin. Said Temporary Construction Easement is bounded and described as follows (see attached Exhibit “A”):

Commencing at the Northwest corner of the Southwest 1/4 of said Section 19; thence S00°00'25"W, 1,075.00 feet along the west line of said Southwest 1/4; thence N86°59'28"E, 53.08 feet to the point of beginning (hereinafter known as point “A”); thence continuing along grantors north line N86°59'28"E, 30.04 feet; thence S00°00'25"W, 224.93 feet; thence N86°59'28"E, 65.66 feet; thence S59°56'10"E, 91.62 feet to a point on the north line of Parcel 2 of Certified Survey Map No. 5247; thence S86°59'28"W, 54.97 feet along the north line of said Parcel 2; thence N59°56'10"W, 36.60 feet; thence S86°59'28"W, 88.38 feet; thence N00°00'25"E, 254.97 feet to the point of beginning. Containing 0.2625 acres (11,433 sq. ft.) more or less of land.

WHEREAS, the Sanitary District No. 4 – Town of Brookfield also holds a Permanent Utility Easement over and upon the Property in a similar area as the Temporary Easement (“Permanent Easement”);

WHEREAS, the Permanent Easement was recorded against the Property in the Waukesha County Register of Deeds on March 6, 2000 as Document No.: 2544023 (“Permanent Easement”), and more particularly described as follows:

All that part of the Southwest 1/4 of Section 19, Town 7 North, Range 20 East, Town of Brookfield, Waukesha County, Wisconsin. Said Permanent Utility Easement is bounded and described as follows (see attached Exhibit “A”):

Beginning at the previously described point “A”; thence S86°59'28"W, 20.03 feet to the east right-of-way line of Springdale Road and the northwest corner of said grantors lands; thence S00°00'25"W, 275.00 feet along said east right-of-way line to the Northwest corner of Parcel 1 of Certified Survey Map No. 5015; thence N86°59'28"E, 140.17 feet along the north line of Parcel 2, Certified Survey Map No. 5247; thence N59°56'10"W, 36.65 feet; thence S86°59'28"W, 88.38 feet; thence N00°00'25"E, 254.97 feet to the point of beginning. Containing 0.1741 acres (7,585 sq. ft.) more or less of land.

WHEREAS, the Sanitary District No. 4 – Town of Brookfield desires to release the Temporary Easement;

NOW, THEREFORE, BE IT RESOLVED, that upon approval of this Resolution and recording of the executed Resolution against the Property in the Waukesha County Register of Deeds, the Temporary Easement, as described above, is hereby released, and shall be of no force and effect.

BE IT FURTHER RESOLVED, the Permanent Easement shall remain in full force and effect.

[Signature Page to Follow]

PASSED AND APPROVED this _____ day of _____, 2023.

**SANITARY DISTRICT NO. 4 - TOWN OF BROOKFIELD
WAUKESHA COUNTY, WISCONSIN**

BY: _____
Keith Henderson, Chairman

BY: _____
Mike Schmitt, Supervisor

BY: _____
Steve Kohlmann, Supervisor

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

BY: _____
Ryan Stanelle, Supervisor

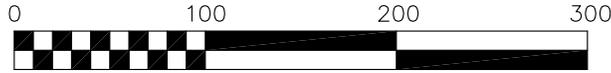
ATTEST: _____
Tom Hagie,
Administrator and Interim Clerk

This document drafted by:

Attorney Michael P. Van Kleunen
AXLEY BRYNELSON, LLP
N17W24222 Riverwood Dr., Ste 250
Waukesha, WI 53188
(262)-409-2708
mvk@axley.com

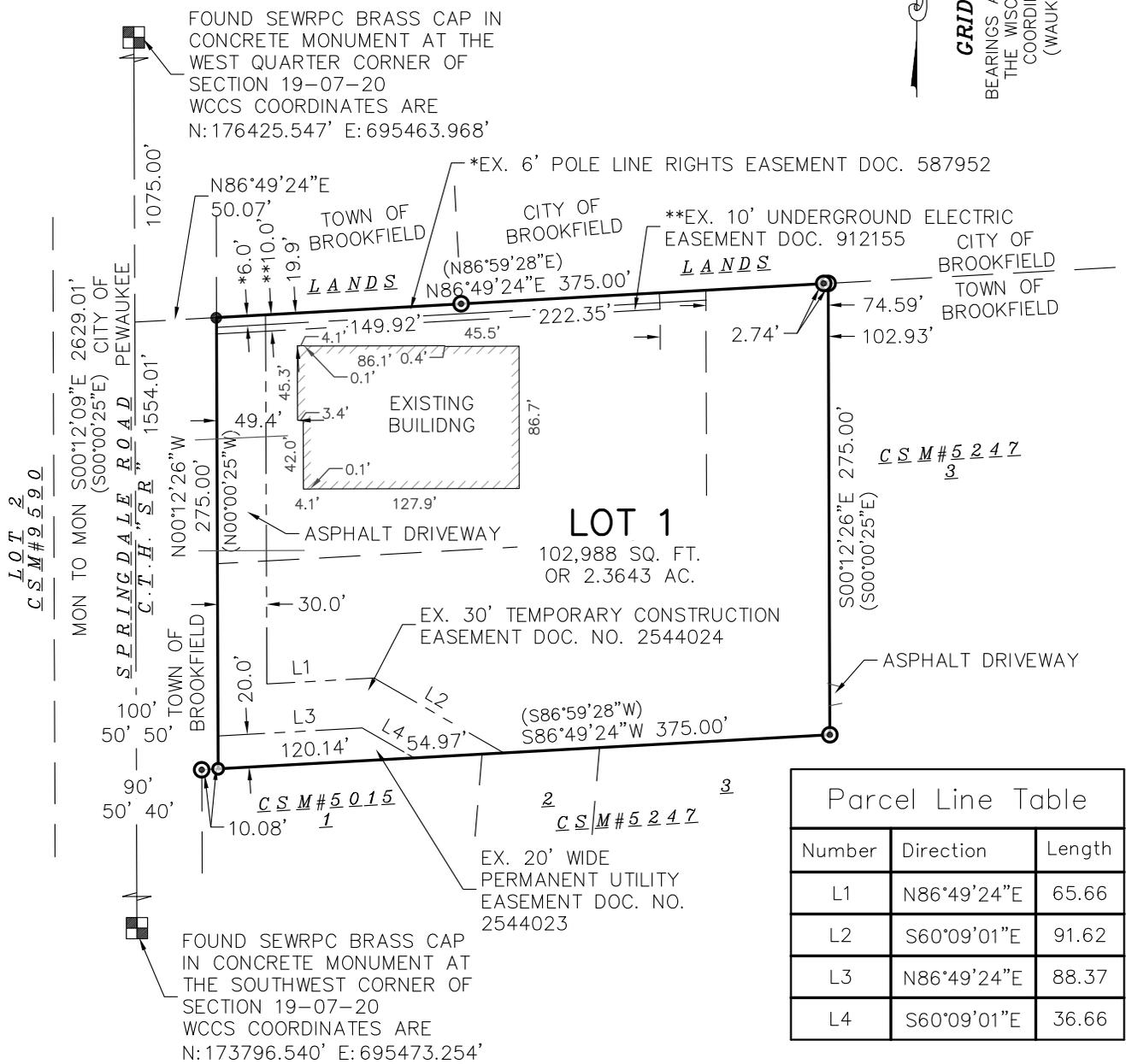
CERTIFIED SURVEY MAP No. _____

PART OF THE NORTHWEST AND SOUTHWEST QUARTERS OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 07 NORTH, RANGE 20 EAST, TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN



SCALE : ONE INCH = ONE HUNDRED FEET

GRID NORTH
BEARINGS ARE BASED UPON THE WISCONSIN COUNTY COORDINATE SYSTEM (WAUKESHA ZONE)



Parcel Line Table		
Number	Direction	Length
L1	N86°49'24"E	65.66
L2	S60°09'01"E	91.62
L3	N86°49'24"E	88.37
L4	S60°09'01"E	36.66

SURVEYED FOR :
 Lou Petros
 5910 Kirkwood Circle
 Plymouth, MN 55442

SURVEYED BY :
Burse

surveying & engineering INC
 2801 International Lane, Suite 101
 Madison, WI 53704 608.250.9263
 Fax: 608.250.9266
 email: mburse@bse-inc.net
 www.bursesurveyengr.com

Date: December 01, 2022
 Plot View: CSM

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NOTES

- 1) SEE SHEET 2 FOR LEGEND
- 2) COORDINATES SHOWN ARE MEASURED VALUES.



CERTIFIED SURVEY MAP No. _____

PART OF THE NORTHWEST AND SOUTHWEST QUARTERS OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 07 NORTH, RANGE 20 EAST, TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN

<u>LEGEND</u>	
⊙	1-1/4" IRON PIPE FOUND
●	5/8" SOLID IRON ROD FOUND
○	3/4" X 18" SOLID IRON RE-ROD SET, WT. 1.50 lbs./ft.
()	INDICATES RECORDED AS

DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT. BUILDINGS ARE MEASURED TO THE NEAREST TENTH OF A FOOT.

BROOKFIELD PLANNING COMMISSION APPROVAL

Approved for recording per the Town of Brookfield Planning Commission on the ___ day of _____, 202__

Chairman

TOWN BOARD OF BROOKFIELD APPROVAL

Approved for recording per the Town of Brookfield Committee Action on the ___ day of _____, 202__

Town President

LEGAL DESCRIPTION:

That part of the Northwest and Southwest Quarters of the Southwest Quarter of Section 19, Township 07 North, Range 20 East, Town of Brookfield, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the West Quarter corner of said Section 19; thence South 00 degrees 12 minutes 09 seconds East along the west line of said Southwest Quarter, 1075.00 feet; thence North 86 degrees 49 minutes 24 seconds East, 50.07 feet to the east right of way line of Springdale Road, also to the Point of Beginning; thence North 86 degrees 49 minutes 24 seconds East, 375.00 feet; thence South 00 degrees 12 minutes 26 seconds East, 275.00 feet; thence South 86 degrees 49 minutes 24 seconds West, 375.00 feet to aforementioned east right of way line; thence North 00 degrees 12 minutes 26 seconds West along said east right of way line, 275.00 feet to the Point of Beginning. This description contains 102,988 square feet.

SURVEYOR'S CERTIFICATE

I, Michelle L. Burse, Professional Land Surveyor No. 2020, hereby certify that I have surveyed, divided, and mapped the above described lands under the direction of 1480 Springdale, LLC, owner of said land. I further certify that the map on sheet one (1) is a correct representation of the exterior boundaries of the lands surveyed, and that I have fully complied with the provisions of Chapter 236.34 of the State Statutes, and the Land Division Ordinance of the Town of Brookfield in surveying, dividing, and mapping the same.

Dated this ___ day of _____, 202__.

Signed: _____
Michelle L. Burse, P.L.S. No. 2020

SURVEYED BY :

Burse

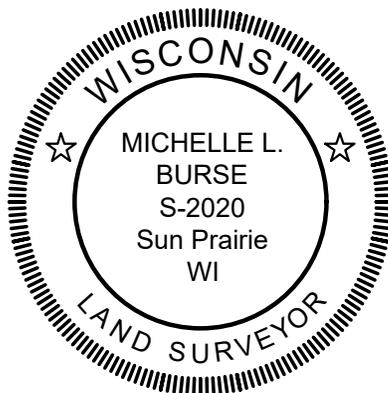
surveying & engineering LLC

2801 International Lane, Suite 101
Madison, WI 53704 608.250.9263
Fax: 608.250.9266
email: mburse@bse-inc.net
www.bursesurveyengr.com

Date: December 01, 2022

Plot View: CSM

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CERTIFIED SURVEY MAP No. _____

PART OF THE NORTHWEST AND SOUTHWEST QUARTERS OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 07 NORTH, RANGE 20 EAST, TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN

OWNER'S CERTIFICATE

1480 Springdale, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Minnesota, as owner, does hereby certify that said limited liability company caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on this Certified Survey Map.

1480 Springdale, LLC does further certify that this Certified Survey Map is required by S.236.34, Wisconsin Statutes and Town of Brookfield Ordinances to be submitted to the following for approval or objection:

Town of Brookfield
City of Brookfield

IN WITNESS WHEREOF, the said 1480 Springdale LLC has caused these presents to be signed by _____, its managing member on this _____ day of _____, 202__.

1480 Springdale, LLC

By: _____
managing member

STATE OF WISCONSIN)
)ss
County of Dane)

Personally came before me this _____ day of _____, 202__, _____, managing member of the above named Limited Liability Company to me known to be the person who executed the foregoing instrument, and to me known to be such managing member of said Limited Liability Company, and acknowledged that they executed the foregoing instrument as such officers and the deed of said corporation, by its authority.

Notary Public, Wisconsin

My commission expires _____

CORPORATE MORTGAGEE CERTIFICATE:

US Bank National Association, a banking association duly organized and existing under and by virtue of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping, and dedication of the land described on this C.S.M., and does hereby consent to the above certificate of 1480 Springdale, LLC, owner.

IN WITNESS WHEREOF, the said 1480 Springdale, LLC, has caused these presents to be signed by _____, its _____, at _____, Wisconsin, this ___ day of _____, 202__.

Authorized representative

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this ___ day of _____, 202__, the above named _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public: _____

My commission expires/is permanent: _____

SURVEYED BY :

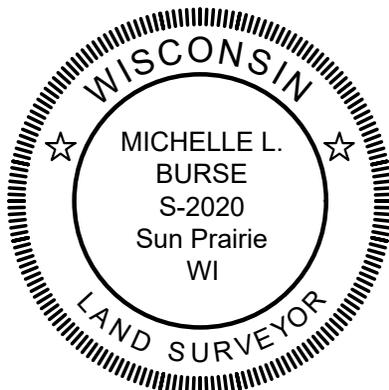
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Date: December 01, 2022

Plot View: CSM

\\BSE2623\dwg\Survey\BSE2623CSMv18.dwg



Office of the Register of Deeds

_____ County, Wisconsin

Received for Record

_____, 20__ at

_____ o'clock __M as

Document No. _____

in _____

Register of Deeds