

TOWN OF BROOKFIELD  
JOINT TOWN BOARD-COMMUNITY DEVELOPMENT AUTHORITY MINUTES  
JUNE 6, 2023

**The joint meeting of the Town Board and Community Development Authority was held in the Erich Grant Room of the Town Hall, 645 N Janacek Road, Brookfield, WI.**

1) CALL TO ORDER.

Town Chairman Keith Henderson called the meeting to order at 7:00 p.m. with the following people present: CDA Chair/Supervisor Ryan Stanelle, Supervisors Steve Kohlmann, John Schatzman, and John Charlier; CDA Commissioners William Neville, Thomas Koplín, and Dan Zuperku; Town Administrator/Interim Clerk Tom Hagie and Town Attorney Michael Van Kleunen. Commissioner Richard Diercksmeier was absent and excused.

2) MEETING NOTICES.

The meeting was noticed in accordance with Open Meeting Law.

3) APPROVAL OF AGENDA.

Motion by Supervisor Kohlmann to approve.  
Seconded by Commissioner Koplín.  
*Motion Passed Unanimously.*

4) APPROVAL OF MINUTES.

Motion by Supervisor Stanelle to approve the minutes of January 31, 2023 Joint Town Board-Community Development and Redevelopment Authority meeting.  
Seconded by Commissioner Koplín.  
*Motion Passed Unanimously.*

5) CITIZEN COMMENTS.

None.

6) OLD BUSINESS.

None.

7) NEW BUSINESS.

- a. Discussion and necessary action regarding the Assignment of Development Agreement and Municipal Revenue Obligation for the Poplar Creek Town Center project.  
Motion by Commissioner Koplín to approve.  
Seconded by Commissioner Neville.  
*Motion Passed Unanimously.*

8) APPROVAL OF VOUCHERS AND CHECKS.

Motion by Supervisor Kohlmann to approve the vouchers and checks dated 2/1/2023-6/6/2023 in the amount of \$350,306.50.  
Seconded by Commissioner Koplín.  
*Motion unanimously.*

9) COMMUNICATION AND ANNOUNCEMENTS.

None.

10) ADJOURN

Motion by Supervisor Stanelle to adjourn at 7:55 p.m.

Seconded by Supervisor Kohlmann.

*Motion Passed Unanimously.*

Respectfully submitted,

Tom Hagie

Town Administrator/Interim Clerk

DRAFT

TOWN OF BROOKFIELD  
TOWN BOARD MINUTES  
JUNE 20, 2023

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

1) CALL TO ORDER.

Supervisor Schatzman called the meeting to order at 7:04 p.m. with the following people present:; Supervisors Steve Kohlmann, Ryan Stanelle, John Schatzman and John Charlier; Sanitary District Superintendent Tony Skof; Town Attorney Michael Van Kleunen; and Administrator/Interim Clerk Tom Hagie. Town Chairman Keith Henderson was absent and excused.

2) MEETING NOTICES.

The meeting was noticed in accordance with Open Meeting Law.

3) APPROVAL OF AGENDA.

Motion by Supervisor Kohlmann to approve.  
Seconded by Supervisor Stanelle.  
*Motion Passed Unanimously.*

4) APPROVAL OF MINUTES.

Motion by Supervisor Charlier to approve the minutes of June 6, 2023 Town Board meeting.  
Seconded by Supervisor Stanelle.  
*Motion Passed Unanimously.*

5) CITIZEN COMMENTS.

Len Smeltzer, 845 Janacek Road, Brookfield WI, 53045, suggested a policy or ordinance that requires additional parking for persons with disabilities at special events.

6) OLD BUSINESS.

None.

7) NEW BUSINESS.

a. Discussion and possible action regarding Wolf Paving Application for Payment No. 1 for the Kossow Road Reconstruction Project.

Motion by Supervisor Charlier to approve the payment in the amount of \$397,495.77.  
Seconded by Supervisor Kohlmann.  
*Motion Passed Unanimously.*

b. Discussion and possible action regarding creating Section 12.08 of the Municipal Code to allow the operation of Food Trucks.

Motion by Supervisor Kohlmann to table the item to the August 15, 2023 Town Board meeting.  
Seconded by Supervisor Charlier.  
*Motion Passed Unanimously.*

8) DEPARTMENTS, BOARDS, COMMITTEE/COMMISSION REPORTS/RECOMMENDATIONS.

None.

9) APPROVAL OF VOUCHERS AND CHECKS.

Motion by Supervisor Charlier to approve the vouchers and checks dated 6/7/2023-6/20/2023 in the amount of \$235,734.52.

Seconded by Supervisor Kohlmann.

*Motion Passed Unanimously.*

10) COMMUNICATION AND ANNOUNCEMENTS.

11) ADJOURN.

Motion by Supervisor Stanelle to adjourn at 7:55 p.m.

Seconded by Supervisor Kohlmann.

*Motion Passed Unanimously.*

Respectfully submitted,

Tom Hagie

Town Administrator/Interim Clerk

DRAFT

TOWN OF BROOKFIELD  
JOINT TOWN BOARD-PLAN COMMISSION MINUTES  
JUNE 20, 2023

**The joint meeting of the Town Board and Plan Commission was held in the Erich Gnant Room of the Town Hall, 645 N Janacek Road, Brookfield, WI.**

1) CALL TO ORDER.

Supervisor John Schatzman called the meeting to order at 7:00 p.m. with the following people present: Supervisors Ryan Stanelle, Steve Kohlmann, and John Charlier; Plan Commission members William Neville, Gordon Gaeth, and Len Smeltzer; Town Administrator/Interim Clerk Tom Hagie and Town Attorney Michael Van Kleunen. Town Chairman Keith Henderson and Commissioners Kevin Riordan and Jeremy Watson were absent and excused.

2) MEETING NOTICES.

The meeting was noticed in accordance with Open Meeting Law.

3) APPROVAL OF AGENDA.

Motion by Supervisor Stanelle to approve.  
Seconded by Supervisor Kohlmann.  
*Motion Passed Unanimously.*

4) APPROVAL OF MINUTES.

None.

5) CITIZEN COMMENTS.

None.

6) OLD BUSINESS.

None.

7) NEW BUSINESS.

a. Discussion and necessary action regarding the Certified Survey Maps for the Poplar Creek Town Center project.

Motion by Supervisor Kohlmann to approve three revised Certified Survey Maps for the Poplar Creek Town Center dated March 10, 2023.  
Seconded by Supervisor Charlier.  
*Motion Passed Unanimously.*

8) COMMUNICATION AND ANNOUNCEMENTS.

None.

9) ADJOURN

Motion by Supervisor Kohlmann to adjourn at 7:03 p.m.  
Seconded by Commissioner Neville.  
*Motion Passed Unanimously.*

Respectfully submitted,  
Tom Hagie  
Town Administrator/Interim Clerk

TOWN OF BROOKFIELD  
WAUKESHA COUNTY

APPLICATIONS FOR ALCOHOLIC BEVERAGE LICENSES  
**2023-24**

**NOTICE IS HEREBY GIVEN** that the following applications have been received by the Clerk of the Town of Brookfield, Waukesha County, for alcohol retail licenses for the July 1, 2023 to June 30, 2024 license year:

**CLASS B FERMENTED MALT BEVERAGE AND CLASS B LIQUOR**

Douglas Abbott, 430 Kimberly Dr, Apt. 7, Waukesha, WI 53188, for The Speedway Inn, Inc, 18815 W. Bluemound Rd, Brookfield, WI 53045

Jill Bachowski, 2815 Woodridge Lane, Waukesha, WI 53188, for GMRI, Inc, d/b/a The Olive Garden Italian Restaurant #1237, 18180 W Bluemound Rd, Brookfield, WI 53045

Michael Dennis Ronan, 19302 Shortleaf Pine Dr., Odessa, FL, 33556, for Servant 33, LLC d/b/a The Melting Pot, 19850 W Bluemound Rd, Brookfield, WI 53045

David Jerome Metz, W239N3786 River Birch Ct, Pewaukee, WI 53072, for Family Entertainment, LLC d/b/a Brookfield Majestic Cinema, 770 N Springdale Rd, Brookfield, WI 53045

Eric Gerard Wagner, 2205 N Lake Dr, Milwaukee, WI 53202, for The Lowlands Group, LLC, d/b/a Café Hollander, 20150 Union Street, Brookfield, WI 53045

Kristyn Ann Eitel, 7441 Lincoln Pl, Wauwatosa, WI 53213, for BelAir Cantina Brookfield, Inc, d/b/a BelAir Cantina Brookfield, 250 High Street, Brookfield, WI 53045

Alaa Issa Musa, 601 E Ogden Ave #1005, Milwaukee, WI 53202, for Strategic Developments, LLC, d/b/a Casablanca West, 17800 W Bluemound Rd, Ste. AB, Brookfield, WI 53045

Jamil Naeem Malik, 905 Harding Ave #4, Waukesha, WI 53186, for Brookfield Pizzeria, Inc. d/b/a Grimaldi's Pizzeria, 20119 Lord St, Suite J-101, Brookfield, WI 53045

Yong Qian Lai, W150 S7024 Cornell Cir, Muskego, WI 53150, for Golden Fortune Corp, d/b/a Golden Fortune Restaurant, 19035 West Bluemound Road, Unit 14, Brookfield, WI 53045

Raul Gonzalez, 3560 S. 57<sup>th</sup> Street, Milwaukee, WI 53220, for Brookfield Cinema, LLC, d/b/a Silverspot Cinema, 320 Market St, Brookfield, WI 53045

Samantha Ann Jones, W895 Golf Course Rd, Brodhead, WI 53520, for Hy-Vee, Inc, d/b/a Wahlburgers, 305 N. Market St, Brookfield, WI 53045

John Harvey Piette, 7030 W. North Ave, Wauwatosa, WI 53213, for Acme Group, Inc. d/b/a Prime Cigar Co, 18900 W. Bluemound Rd, Suite 104, Brookfield, WI 53045

Apostolos Evreniadis, 8970 Westlake Dr, Greendale WI 53129, for Enthusiast Approved Brookfield, LLC, d/b/a Mimosa, 275 Regency Court, Brookfield, WI 53045

Panos Antonopoulos, W129S9643 Tony Lema Ln, Muskego, WI 53150, for Bullwinkles at the Galleria, LLC, d/b/a Bullwinkles at the Galleria, 18900 W. Bluemound Road Suite 100, Brookfield, WI 53045

Jacob Alan Burczyk, 2481 S. Superior St, Milwaukee, WI 53207, for Comedy Club of Milwaukee, LLC d/b/a Milwaukee Improv, 20110 Lower Union Street, Brookfield, WI 53045

Chezare Misko, 3325 Canterbury Rd. W. Greenfield, WI 53221, for Wisconsin Athletic Club, LLC, d/b/a WAC-Brookfield, 20075 Water Tower Blvd, Brookfield, WI 53045

### **CLASS B FERMENTED MALT BEVERAGE AND CLASS C WINE**

Charles Quin Yee, N67 W30799 Golf Cir, Hartland, WI 53029, for EMPS LLC d/b/a Emperor's Kitchen, 18900 W Bluemound Rd. Ste. 200, Brookfield, WI 53045

Chezare Misko, 3325 Canterbury Rd. W. Greenfield, WI 53221, for Wisconsin Athletic Club, LLC, d/b/a WAC-Brookfield, 20075 Water Tower Blvd, Brookfield, WI 53045

Theodore Thomas Balistreri, 5566 N Diversey Blvd, Whitefish Bay, WI 53217, for Sendik's Corners, LLC, d/b/a Sendik's Food Market, 20222 Lower Union Street, Brookfield, WI 53045

Julie Ann Waterman, 1410 Shawnee Pass, Brookfield, WI 53005 for Indulgence Chocolatiers, LLC d/b/a Indulgence Chocolatiers, LLC, 340 High Street, Brookfield, WI 53045

Arlenne E. Escamilla Teran, 1170 Greenway Terrace, Apt 4, Brookfield, WI 53005 for El Gaucho Grill LLC d/b/a El Gaucho Grill, 17800 W. Bluemound Road, Ste. 7, Brookfield, WI 53045

Alexander N. Sharp, 1612 Virginia St., Racine, WI 53405 for Beyond The Board LLC d/b/a Beyond The Board, 17800 W. Bluemound Road, Ste. 4, Brookfield, WI 53045

Blanca M. Alvarez, 2059 S. 55<sup>th</sup> St, Milwaukee, WI 53219 for JTE Chicken, LLC d/b/a Here Chicky Chicky, 20340 Lord St, Brookfield, WI 53045

Ari Domnitz, 1128 W. Montclair Ave, Glendale, WI 53217 for Shake Shack WI, LLC d/b/a Shake Shack, 585 N. Barker Rd., Brookfield, WI 53045

### **CLASS C WINE**

Chi Thi Linh Nguyen, W126N6418 Willow Ct, Menomonee Falls, WI 53051 for AV Nail Spa Brookfield, Inc, d/b/a Anthony Vince Nail Spa, 290 Lord Street, Brookfield, WI 53045

### **CLASS A FERMENTED MALT BEVERAGE AND CLASS A LIQUOR**

Adam James Krebs, 1814 Springhouse Ct, Oconomowoc, WI 53066, for Sam's East, Inc, d/b/a Sam's Club #8164, 600 N Springdale Rd, Waukesha, WI 53186

Christina Marie Kessler, 2234 S. 59<sup>th</sup> St., West Allis, WI 53219, for 7-Eleven, Inc., d/b/a 7-Eleven #35846J, 21350 W Capitol Dr, Pewaukee, WI 53072

Nathan Richard Eggert, 1190 Apple Grove Ln, Oconomowoc, WI 53066, for Kwik Trip, Inc, d/b/a Kwik Trip #969, 21980 Watertown Rd, Waukesha, WI 53186

Makayla L. Olson, 165 Walton Ave, Waukesha, WI 53186 for Aldi, Inc. d/b/a Aldi #18, 19555 W Bluemound Rd, Brookfield, WI 53045

Neil John Morgenthaler, 1664 Hunter Rd, Waukesha, WI 53189, for Walgreen Co. d/b/a Walgreen's #03615, 21325 E. Moreland Blvd, Waukesha, WI 53186

Robert Paul Olks, 3110 N. Menomonee River Pkwy, Milwaukee, WI 53222, for Health Hut, Inc. d/b/a Health Hut, 19035 W. Bluemound Rd, Brookfield, WI 53045

Theodore Thomas Balistreri, 5566 N Diversey Blvd, Whitefish Bay, WI 53217, for Sendik's Corners, LLC, d/b/a Sendik's Food Market, 20222 Lower Union Street, Brookfield, WI 53045

Robert Luan Rausa, 12512 W. Prospect Dr, New Berlin, WI 53151, for Kinseth Hospitality Company, Inc, d/b/a TRU by Hilton, 20925 Watertown Rd, Waukesha, WI 53186

Amar Singh Sodhi, N108W12602 Coneflower Circle, Germantown, WI 53022 for Anisha LLC d/b/a Taj Grocery, 17800 W. Bluemound Road Ste. 5, Brookfield, WI 53045

Malissa Ann Larscheidt, 9505A W. Coldspring Road, Greenfield, WI 53228, for WRLP Brookfield, LLC d/b/a Hampton Inn Milwaukee/Brookfield, 575 N. Barker Road, Brookfield, WI 53045

### **CLASS A FERMENTED MALT BEVERAGE AND CLASS A CIDER**

Edward Francis McMahon IV, 1525 Rolling Meadow Dr, Brookfield, WI 53045, for McMahon Petroleum, LLC, d/b/a Brookfield Corner Pump, 19075 W Bluemound Rd, Brookfield, WI 53045

The Town Board of the Town of Brookfield will consider and receive public input, comment, or concerns regarding issuance of the above referenced licenses at its regularly scheduled meeting on Tuesday, June 20, 2023, at 7:00 p.m. at the Brookfield Town Hall, 645 N. Janacek Road, Brookfield, WI 53045.

Interim Town Clerk Tom Hagie

Pub: 6/15, 6/16, 6/17

**FIRST AMENDMENT TO INTERIM CLERK AGREEMENT**

This First Amendment to Interim Clerk Agreement (this “Amendment”), dated as of the date above the signature line below, is between the Town of Brookfield (the “Town”) and Thomas Hagie, Town Administrator and Interim Clerk (“Hagie”).

**Whereas**, the Town and Hagie entered into the Interim Clerk Agreement on 1/17/2023 (“Clerk Agreement”); and

**Whereas**, the parties desire to execute this Amendment to extend the Term of the Clerk Agreement.

**Now, therefore** in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Section 1 of the Clerk Agreement shall be stricken and replaced with the following:
  - 1. **Term.** This Agreement shall commence on January 17, 2023 (unless otherwise determined by the Town Board) and continue until terminated by the Town Board or November 30, 2023, whichever is sooner (the “Term”).
- 2. All other provisions in the Clerk Agreement shall remain in full force and effect. To the extent that this Amendment conflicts with the Clerk Agreement, this Amendment controls.

Dated as of the date signed by the Town below.

**Town of Brookfield**

**Town Administrator and Interim Town Clerk**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Keith Henderson, Town Chairman

Name: Thomas Hagie

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING BETWEEN WAUKESHA COUNTY DEPARTMENT OF  
HEALTH AND HUMAN SERVICES – AGING AND DISABILITY RESOURCE CENTER  
ADULT PROTECTIVE SERVICES UNIT  
AND  
WAUKESHA COUNTY LAW ENFORCEMENT**

This Memorandum of Understanding is made and entered by and between Waukesha County, Department of Health and Human Services – Aging and Disability Resource Center Adult Protective Services unit, the elder adults-at-risk and adults-at-risk agency required by Wis. Stats. §46.90(2) and §55.043(1d), and Waukesha County Law Enforcement, identified as the law enforcement agency that is a signatory to this Memorandum of Understanding (collectively referred to as the “Parties”). This Memorandum of Understanding becomes effective on the date this Agreement becomes fully executed by all Parties hereto. This Memorandum of Understanding is not intended to, nor should be construed to create any right or benefit, substantive or procedural, enforceable at law or otherwise by the Parties or any third party against the Parties, their parent agency, or the officers, employees, agents, or representatives thereof.

**I. PURPOSE**

The Parties recognize the need for a coordinated and cooperative response to protect elder adults-at-risk and adults-at-risk (hereinafter “elder adults/adults-at-risk”) and keep them safe. This Memorandum of Understanding is intended to establish a uniform process for response and investigation of reports of abuse, neglect, and financial exploitation.

This Memorandum of Understanding complies with Wis. Stats. §46.90(3)(a) and §55.043(1g), requiring county elder adults/adults-at-risk agencies to develop a policy for notifying and working with law enforcement agencies to respond to and protect elder adults/adults-at-risk. This agreement is specific to the Waukesha County Department of Health and Human Services – Aging and Disability Resource Center Adult Protective Services unit (hereinafter “APS”) and does not include the entire Waukesha County Health and Human Services Department.

See attached Appendix A for definitions.

**II. COLLABORATION**

The Parties mutually agree interdisciplinary interventions are the most effective method of resolving cases of abuse, neglect, and exploitation of elder adults/adults-at-risk. The Aging and Disability Resource Center has established an Interdisciplinary Team (“I-Team”), known as the Waukesha County Elder Adults/Adults-at-Risk I-Team (“Waukesha County I-Team”), as required under the elder abuse funding contract. The purpose of the Waukesha County I-Team is to

improve practice and collaboration between a wide variety of professionals and disciplines, to identify and address gaps in service, and to increase community awareness. This collaborative approach ensures:

- sharing of available knowledge and resources to the extent the law allows,
- elimination of duplication of services,
- effective system of client referral, assessment, and response,
- better coordination of criminal investigations, and,
- a shared commitment to victim safety and holding abusers accountable.

Representation of Waukesha County Law Enforcement (hereinafter “Law Enforcement” or “law enforcement agency(ies)”) on the Waukesha County I-Team is essential and each law enforcement agency is encouraged to participate. Additionally, each law enforcement agency is asked to identify a contact person for assistance or consultation for APS staff in elder adult/adult-at-risk cases.

### **III. ROLE OF LAW ENFORCEMENT**

Law Enforcement personnel are responsible for protecting the community with a focus on finding, investigating, and prosecuting crime. Law enforcement also has a significant role in protecting elder adults/adults-at-risk through investigating crimes by alleged abusers or through securing elder adults/adults-at-risk who are likely to harm themselves or others. APS may consult with Law Enforcement or ask an officer/deputy to accompany him or her when responding to abuse, neglect, or financial exploitation of an elder adult/adult-at-risk. Law enforcement shall only be obligated to perform its duties under this Memorandum of understanding if Law Enforcement determines, in its sole discretion, it has the adequate means, resources, and capacity to assist APS with an incident and/or investigation involving an elder adult-adult-at-risk, except as otherwise required by statute or law.

- A. Law Enforcement will accompany the APS worker if, based on the report details, the APS worker believes he or she or the elder adult/adult-at-risk may be injured or harmed during the response to the report of abuse, neglect, or financial exploitation. Examples of situations that may require Law Enforcement accompaniment include the presence of alcohol, drugs, weapons, dangerous animals, or a history of prior calls for service.
- B. Law Enforcement will act or accompany an APS worker when impediments such as interference by a guardian, caregiver, or family member are preventing the APS worker from talking with the elder adult/adult-at-risk.
- C. Except in emergency circumstances or other incident requiring an immediate response by Law Enforcement, as determined in the sole discretion of Law Enforcement, Law Enforcement should exercise reasonable efforts to contact and make a referral to APS

when an investigation leads the officer/deputy to believe an individual may be at-risk of self-neglect, neglect, financial exploitation, or abuse. Upon receiving the referral, APS will make a determination on the response required. When contacting APS, Law Enforcement should provide the following minimum information:

1. Name, date of birth, and contact information for the elder adult/adult believed to be at risk.
  2. Name, relationship, and contact information of the alleged perpetrator of neglect, financial exploitation, or abuse.
  3. A brief description of the elder adult/adult believed to be at risk's circumstances and any evidence regarding the alleged neglect, financial exploitation, or abuse.
- D. Law Enforcement may contact APS when an elder adult/adult-at-risk response or criminal investigation leads the officer to believe there is a need for emergency protective placement.
- E. Law Enforcement will assume primary responsibility for the collection, processing, preservation, and storage of physical evidence in suspected cases of criminal abuse, criminal neglect, or criminal financial exploitation of an elder adult/adult-at-risk.
- F. Law Enforcement will advise APS when any criminal investigation involving abuse, neglect, or financial exploitation of an elder adult/adult-at-risk is referred to the District Attorney's office, the Wisconsin Department of Justice, or the U.S. Attorney's Office for prosecution.
- G. At the conclusion of any criminal investigation, whether completed independently by Law Enforcement or completed jointly with APS, the law enforcement agency will provide APS with the relevant information, including, but not limited to, police reports, for APS to prepare and submit the required elder adult/adult-at-risk abuse reporting form to the state.
- H. Each law enforcement agency will provide contact information for a liaison with APS. The liaison is encouraged to be an active participant on the Waukesha County I-Team.
- I. Requests for records and information pursuant to this Memorandum of Understanding, APS referrals, and contact may be made in the following ways:
1. Email or scanned referral information to: [apsintake@waukeshacounty.gov](mailto:apsintake@waukeshacounty.gov)
  2. By phone:
    - i. Regular business hours: (262) 548-7848
    - ii. After business hours: (262) 547-3388

#### IV. ROLE OF APS

The ultimate role of APS is to protect elder adults/adults-at-risk from behaviors or conditions that are placing the elder adult/adult-at-risk's health, physical safety, welfare, or financial security in substantial jeopardy. In some cases, the best way to protect an elder adult/adult-at-risk is to work with Law Enforcement to remove the abuser. Law Enforcement also has experience and tools to respond to situations where the elder adult/adult-at-risk may harm himself/herself, or others.

- A. Law Enforcement may consult with APS or ask an APS worker to accompany him or her when responding to calls that involve an elder adult/adult-at-risk, especially in cases where an emergency protective placement may be required. APS workers may be available to respond to calls during normal business hours.
- B. Upon receiving the referral from Law Enforcement, APS will make a determination on response required within 24 hours as required under Wis. Stats. §46.90(5)(a)1. and §55.043(1r)(a)1g.
- C. The APS response may include investigating reports to determine need for legal interventions, petitioning for protective services or placement, or assisting with guardianship petitions if necessary to prevent abuse, neglect, or financial exploitation.
- D. APS will take appropriate emergency action including emergency protective placement under Wis. Stats. §55.06 if APS considers the emergency action is in the best interest of the elder adult/adult-at-risk and the emergency action is the least restrictive appropriate intervention.
- E. The APS worker should call 911 or contact the appropriate law enforcement agency immediately if a report to APS leads the APS worker to believe that a crime is occurring or imminent or if he or she believes that substantial physical harm, irreparable injury, or death may occur to an elder adult/adult-at-risk.
- F. The APS worker should contact the appropriate law enforcement agency if the APS worker's assessment of a report of abuse, neglect, or financial exploitation leads him or her to believe that a criminal act has occurred.
- G. The APS worker should contact law enforcement if the elder adult/adult-at-risk asks the worker to contact law enforcement.
- H. APS will provide contact information for a liaison with each law enforcement agency.

## **V. SHARED ROLE OF APS AND LAW ENFORCEMENT**

The Parties should work together on cases involving conditions such as aggressive, dangerous, or violent behavior by the elder adult/adult-at-risk, the alleged abuser, or other members of the household. In such situations, the following actions may be necessary:

- An emergency detention pursuant to Wis. Stats. §51.15;
- An emergency protective services pursuant to Wis. Stats. §55.13;
- An emergency protective placement pursuant to Wis. Stats. §55.135;
- Transporting the victim for performance of a medical examination, pursuant to Wis. Stats. §46.90(5)(br) or §55.043 (1r)(c);
- Treatment needs related to alcohol or drug abuse under Wis. Stats. §51.45(11)(b);
- An individual-at-risk restraining order under Wis. Stats. §813.123.

## **VI. CRIMINAL INVESTIGATIONS**

The Parties recognize they have different roles, functions, and responsibilities during the investigation of suspected criminal offenses committed against an elder adult/adult-at-risk. The Parties will conduct separate investigations consistent with their respective agency's standard operating procedures.

The Parties agree to work cooperatively and with an open exchange of information, to the extent allowed by law. The open exchange of information includes, but is not limited to, APS sharing financial records, information, departmental report forms, and other records with Law Enforcement to assist Law Enforcement in the investigation of suspected criminal offenses committed against an elder adult/adult-at-risk.

## **VII. CONFIDENTIALITY**

The Parties acknowledge reports and records associated with suspected elder adult/adult-at-risk abuse obtained and created by APS are confidential and may not be released or re-released except in circumstances indicated under Wis. Stats. §46.90(6) or §55.043(6) and in compliance with this Memorandum of Understanding.

APS shall maintain the confidentiality of any records supplied by Law Enforcement, except such records may be utilized in court proceedings or as otherwise permitted by law.

In making a report, Law Enforcement officers/deputies and APS workers will not be required to provide their own personal information, including, but not limited to, home address, date of birth, and personal contact information, as the agency's contact information will be adequate.

## **VIII. TRAINING**

The Parties agree to work together collaboratively to mutually develop and conduct training programs for both Law Enforcement personnel and APS staff. Trainings might include information regarding:

- how law enforcement can recognize abuse, financial exploitation, neglect, and self-neglect;
- elder adults/adults-at-risk reporting laws (Wis. Stats. §46.90 and §55.043);
- what APS can do to protect evidence or assist in any pending investigation;
- APS investigation processes and services;
- how to reduce trauma of the elder adult/adult-at-risk during an investigation; and
- services available at Waukesha County Health and Human Services for elder adults/adults-at-risk.

## **IX. EXPRESS RESERVATIONS**

The Parties acknowledge this Memorandum of Understanding is not intended to, nor should be construed to, create any right or benefit, substantive or procedural, enforceable at law or otherwise between the Parties or any third party against the Parties, their parent agencies, or the officers, employees, agents, or representatives thereof.

## **X. TERMINATION**

This Memorandum of Understanding may be terminated by either party for any reason upon thirty (30) days written notice. Upon termination of this Memorandum of Understanding, neither Law Enforcement, nor APS shall have any further obligation to perform any obligation set forth in this Memorandum of Understanding, except as otherwise required by statute or law.

## **XI. MEMORANDUM REVIEW**

The Parties will meet as needed to identify issues of mutual concern, to identify solutions relating to elder adult/adult-at-risk abuse, neglect, self-neglect, and financial exploitation, or to review this Memorandum of Understanding. This Memorandum of Understanding may be modified or amended upon signature of all parties.

[Signature Page to Follow]

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Elizabeth Aldred  
Director, Waukesha County, Department of Health and Human Services

Date

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Eric Severson  
Sheriff, Waukesha County, Sheriff's Department

Date

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Keith Henderson  
Chairman, Town of Brookfield

Date

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Tom Hagie  
Administrator/Interim Clerk, Town of Brookfield

Date

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Chris Perket  
Chief of Police, Town of Brookfield Police Department

Date

## APPENDIX A

### DEFINITIONS

**Adult at Risk**, as defined in Wis. Stat. § 55.043(1e), means any adult who has a physical or mental condition that substantially impairs his or her ability to care for his or her needs and who has experienced, is currently experiencing, or is at risk of experiencing abuse, neglect, self-neglect, or financial exploitation.

**Elder Adult at Risk**, as defined in Wis. Stat. § 46.90(br), means any person age 60 or older who has experienced, is currently experiencing, or is at risk of experiencing abuse, neglect, self-neglect, or financial exploitation.

**Abuse**, as defined in Wis. Stat. § 46.90(1)(a), means any of the following:

1. Physical abuse: intentional or reckless infliction of physical pain or injury, illness, or any impairment of physical condition.
2. Emotional abuse: language or behavior that serves no legitimate purpose and is intended to be intimidating, humiliating, threatening, frightening, or otherwise harassing, and that does or reasonably could intimidate, humiliate, threaten, frighten, or otherwise harass the individual to whom the conduct or language is directed.
3. Sexual abuse: a violation of criminal assault law, s. 940.225 (1), (2), (3), or (3m).
4. Treatment without consent: the administration of medication to an individual who has not provided informed consent, or the performance of psychosurgery, electroconvulsive therapy, or experimental research on an individual who has not provided informed consent, with the knowledge that no lawful authority exists for the administration or performance.

5. Unreasonable confinement or restraint: the intentional and unreasonable confinement of an individual in a locked room, involuntary separation of an individual from his or her living area, use on an individual of physical restraining devices, or the provision of unnecessary or excessive medication to an individual, but does not include the use of these methods or devices in entities regulated by the department if the methods or devices are employed in conformance with state and federal standards governing confinement and restraint.

**Caregiver**, as defined in Wis. Stat. § 46.90(1)(an), means a person who has assumed responsibility for all or a portion of an individual's care voluntarily, by contract, or by agreement, including a person acting or claiming to act as a legal guardian.

**Financial exploitation**, as defined in Wis. Stat. § 46.90 (1) (ed), means any of the following:

1. Obtaining an individual's money or property by deceiving or enticing the individual, or by forcing, compelling, or coercing the individual to give, sell at less than fair market value, or in other ways convey money or property against his or her will without his or her informed consent.
2. Theft, as prohibited in s. 943.20.
3. The substantial failure or neglect of a fiscal agent to fulfill his or her responsibilities.
4. Unauthorized use of an individual's personal identifying information or documents, as prohibited in s. 943.201.
5. Unauthorized use of an entity's identifying information or documents, as prohibited in s. 943.203.
6. Forgery, as prohibited in s. 943.38.
7. Financial transaction card crimes, as prohibited in s.943.41.

**Fiscal Agent**, as defined in Wis. Stat. § 46.90(1)(eg), includes any of the following:

- A guardian of the estate appointed under s. 54.10
- A conservator appointed under s. 54.76
- An agent under a financial power of attorney under s. 243.07
- A representative payee under 20 CFR 416.635
- A conservatorship under the U.S. Department of Veterans Affairs.

**Neglect**, as defined in Wis. Stat. § 46.90(1)(f), means the failure of a caregiver, as evidenced by an act, omission, or course of conduct, to endeavor to secure or maintain adequate care, services, or supervision for an individual, including food, clothing, shelter, or physical or mental

health care, and creating significant risk or danger to the individual's physical or mental health. "Neglect" does not include a decision that is made to not seek medical care for an individual, if that decision is consistent with the individual's previously executed declaration or do-not-resuscitate order under Chapter 154, a power of attorney for health care under Chapter 155, or as otherwise authorized by law.

**Self-neglect**, as defined in Wis. Stat. § 46.90(1)(g), means a significant danger to an individual's physical or mental health because the individual is responsible for his or her own care but fails to obtain adequate care, including food, shelter, clothing, or medical or dental care.

**Adult protective services (APS)**, under Wis. Stat. § 55.02, refers to any services that, when provided to an individual with developmental disabilities, degenerative brain disorder, serious and persistent mental illness, or other like incapacity, keep the individual safe from abuse, neglect, or misappropriation of property or prevent the individual from experiencing deterioration or from inflicting harm on himself or herself or another person.

The terms adult protective services (APS) agency and adult protective services (APS) system are used to refer to the agency or agencies to which the county has assigned responsibility under Wis. Stat. § 55.02 for planning and carrying out the county's protective services responsibility.

Under Wis. Stat. § 55.02(6r), protective services include any of the following:

- Outreach.
- Identification of individuals in need of services.
- Counseling and referral for services.
- Coordination of services for individuals.
- Tracking and follow-up.
- Social services.
- Case management.
- Legal counseling or referral.
- Guardianship referral.
- Diagnostic evaluation.
- Other

**Degenerative brain disorder** means the loss or dysfunction of an individual's brain cells to the extent that he or she [an individual] is substantially impaired in his or her ability to provide adequately for his or her own care or custody." [Wis. Stats. 55.01 (1v)]

**Developmental disability** means a disability attributable to brain injury, cerebral palsy, epilepsy, autism, Prader-Willi syndrome, intellectual disability, or another neurological condition closely related to an intellectual disability or requiring treatment similar to that

required for individuals with an intellectual disability, which has continued or can be expected to continue indefinitely and constitutes a substantial handicap to the afflicted individual. "Developmental disability" does not include dementia that is primarily caused by degenerative brain disorder. (Wis Stat. 51.01 (5) (a)-(b))

**Serious and persistent mental illness** means a mental illness that is severe in degree and persistent in duration, that causes a substantially diminished level of functioning in the primary aspects of daily living and an inability to cope with the ordinary demands of life, that may lead to an inability to maintain stable adjustment and independent functioning without long-term treatment and support, and that may be of lifelong duration. "Serious and persistent mental illness" includes schizophrenia as well as a wide spectrum of psychotic and other severely disabling psychiatric diagnostic categories, but does not include degenerative brain disorder or a primary diagnosis of a developmental disability as defined in Wis. Stats. 51.01 (5) (a), or of alcohol or drug dependence." [Wis. Stats. 55.01(6v)]

**Other like incapacities** means those conditions incurred at any age which are the result of accident, organic brain damage, mental or physical disability or continued consumption or absorption of substances, producing a condition which substantially impairs an individual from adequately providing for his or her care or custody.  
[Wis. Stats. 55.01 (5)]

**Elder Adults/Adults at Risk Interdisciplinary Team:** Given the complexity of APS cases, and the fact that there are often gaps in the services needed to assist victims, a broad range of professionals looking at a case and planning possible interventions and/or care plans is likely to arrive at effective results. Interdisciplinary teams provide many benefits including:

- Support and validation for case workers as well as consultations on complex case;
- Increased knowledge of community resources;
- Wider range of alternative solutions to consider; and,
- Better coordination of interagency efforts.

**Individuals-at-Risk Restraining Order:** As defined in Wis. Stats. 813.123, a restraining order is more accurately called a "temporary restraining order." A temporary restraining order is a court order that may remain in effect no longer than seven days unless extended by the court. At the end of this period, the order either ends or is replaced by another court order called an injunction. An injunction can last up to four years. Both types of orders require the respondent to stop engaging in specific behavior for the time period noted in the order. If a respondent violates an order, he or she may be arrested, fined or imprisoned.

The individual at risk restraining order may be petitioned for by:

- an elder adult/adult at risk,
- his or her guardian,
- an interested person acting on behalf of an individual at risk, or
- an EA/AAR agency.

**INTERMUNICIPAL AGREEMENT BETWEEN THE CITY OF BROOKFIELD AND  
SANITARY DISTRICT NO. 4 — TOWN OF BROOKFIELD**

This Intermunicipal Agreement (this “Agreement”), dated as of June 15, 2023 (the “Effective Date”), is made pursuant to Wis. Stat. § 66.0301, and by and between the City of Brookfield (the “City”) and Sanitary District No. 4 - Town of Brookfield (the “District”), both municipal corporations organized and existing under the laws of the State of Wisconsin.

**WHEREAS**, on April 26, 1976, the Town of Brookfield (the “Town”), the City, and City of New Berlin entered into an Agreement for Construction and Operation of a Sanitary Sewer Interceptor In the Poplar Creek–Deer Creek Drainage Basin (the “1976 Agreement”);

**WHEREAS**, under the 1976 Agreement, the parties agreed to construct and operate a sanitary sewer interceptor located within a portion of the Fox River Drainage Basin, which is depicted on the map attached to this Agreement as **Exhibit A** (the “Drainage Basin Area”);

**WHEREAS**, as of the Effective Date, the Drainage Basin Area, in part, includes a 36-inch interceptor known as the “Deer Creek Interceptor” and a 54-inch interceptor known as the “Poplar Creek Interceptor” (collectively, the “Interceptors”);

**WHEREAS**, the Interceptors are in a condition requiring certain repairs, including relining (the “Project”); and

**WHEREAS**, the parties desire to enter into this Agreement to establish the phasing and sharing of costs for the Project in accordance with Section 8 of the 1976 Agreement and further described in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Project Bidding and Construction.** The Project bid shall be approved by the City and the District. Upon approval, the District shall be responsible for posting and awarding the bid for the Project. The Project bid shall be advertised as a joint project between the City and the District. The District shall award the Project bid to the lowest responsible bidder. The City shall execute any necessary documents to assist the District to carry out the posting and awarding of the Project bid. The District shall be responsible for the design and supervision of the Project.

**2. Cost Share.** In accordance with Section 8 of the 1976 Agreement, the parties shall share in the total actual cost of the Project as further described on the Cost Sharing Schedule attached as **Exhibit B** (“Cost Schedule”). The parties acknowledge that the Cost Schedule is only an estimate. If the cost for a portion of the Project exceeds the amount identified on the Cost Schedule, then the party responsible for payment of that portion of the Project shall also be responsible for the additional cost. The parties shall be responsible for their proportionate share of the engineering fees incurred by the District for the design and supervision of the Project, including but not limited to, labor and material costs incurred to prepare plans and specifications, advertise and award all contracts, and supervise the Project. Proportionate share of the engineering fees shall

mean any engineering fees expended for the City’s respective portion of the Project shall be the City’s responsibility and any engineering fees expended for the District’s respective portion of the Project shall be the District’s responsibility. Each party shall be responsible for all inspection and permit fees, condemnation awards, legal fees, and litigation expenses associated with the respective portion of the Project located within that party’s jurisdiction.

**3. Payment.** The District shall be initially responsible for paying the Project costs and making regular payments to the contractor awarded the Project bid upon performance of contractor’s obligations under such contract. The City’s proportionate share of all or a portion of the Project Cost shall be due within 60 days of an invoice received from the District.

**4. Phasing.** The Project shall be completed as described on the Project Schedule attached to this Agreement as **Exhibit C** (the “Project Schedule”).

**5. Miscellaneous.** This Agreement may not be amended or terminated without the written consent of the parties. This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns. Any dispute arising out of or relating to this Agreement must be commenced in Waukesha County Circuit Court and must be interpreted in accordance with the laws of the State of Wisconsin. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same document. If any provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

Dated as of the Effective Date.

**CITY OF BROOKFIELD**

**SANITARY DISTRICT NO. 4 —  
TOWN OF BROOKFIELD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Steven V. Ponto, Mayor

Name: Keith Henderson, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Michelle Luedtke, Clerk

ATTEST: \_\_\_\_\_

Tom Hagie  
Administrator and Interim Clerk

**EXHIBIT A**

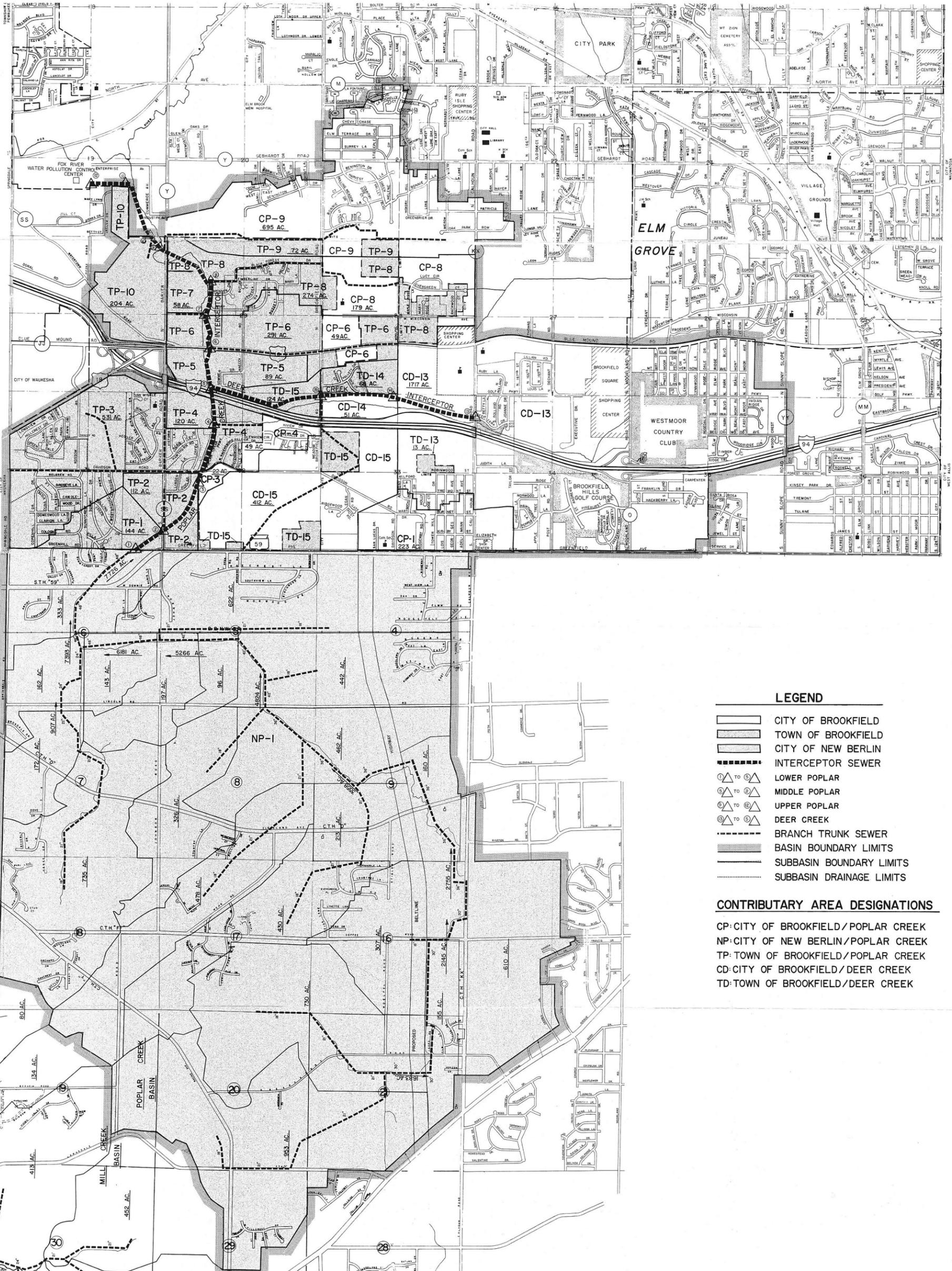
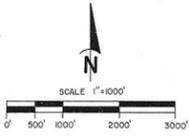
**Drainage Basin Area Map**

BRNDT PA

# POPLAR CREEK - DEER CREEK DRAINAGE BASIN SYSTEM MAP

CITY OF BROOKFIELD  
OFFICE OF CITY ENGINEER  
JUNE, 1975

| REVISIONS |    |
|-----------|----|
| DATE      | BY |
| 9/17/75   | SD |
|           |    |
|           |    |



**LEGEND**

- CITY OF BROOKFIELD
- TOWN OF BROOKFIELD
- CITY OF NEW BERLIN
- INTERCEPTOR SEWER
- LOWER POPLAR
- MIDDLE POPLAR
- UPPER POPLAR
- DEER CREEK
- BRANCH TRUNK SEWER
- BASIN BOUNDARY LIMITS
- SUBBASIN BOUNDARY LIMITS
- SUBBASIN DRAINAGE LIMITS

**CONTRIBUTORY AREA DESIGNATIONS**

- CP: CITY OF BROOKFIELD/POPLAR CREEK
- NP: CITY OF NEW BERLIN/POPLAR CREEK
- TP: TOWN OF BROOKFIELD/POPLAR CREEK
- CD: CITY OF BROOKFIELD/DEER CREEK
- TD: TOWN OF BROOKFIELD/DEER CREEK

TOWN OF WAUKESHA

POPLAR CREEK BASIN  
MILL CREEK BASIN

**EXHIBIT B**

**Cost Schedule**

"Exhibit B - Cost Schedule"

**Poplar Creek Interceptor 54"**

|                            |             |
|----------------------------|-------------|
| <b>CIPP Cost:</b>          | \$3,425,250 |
| <b>Bypass Cost:</b>        | 293,000     |
| <b>Total Project Cost:</b> | \$3,718,250 |
| <b>Linear Feet (54")</b>   | 2,620       |
| <b>Unit Cost (\$/LF)</b>   | \$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          |                  |
|                         |               |             |                   | <b>3,060</b>      | <b>\$3,718,000</b> |             |             | <b>Total Cost:</b> | <b>\$2,721,000</b> | <b>\$997,000</b> |

Phase 2

Phase 1

**Deer Creek Intceptor 36"**

|                            |             |
|----------------------------|-------------|
| <b>CIPP Cost:</b>          | \$3,236,250 |
| <b>Bypass Cost:</b>        | 190,000     |
| <b>Total Project Cost:</b> | \$3,426,250 |
| <b>Linear Feet (36")</b>   | 4,085       |
| <b>Unit Cost (\$/LF)</b>   | \$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        |                    |
|                           |               |             |                   | <b>4,085</b>      | <b>\$3,424,000</b> |             |             | <b>Total Cost:</b> | <b>\$350,900</b> | <b>\$3,073,100</b> |

Phase 4

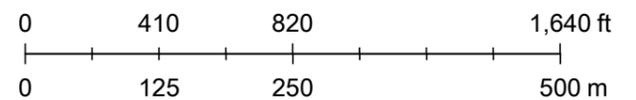
Phase 3

# 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,



**36" Sewermain highlighted in yellow needs repair**

**Town of Brookfield - Sanitary Dist. #4**

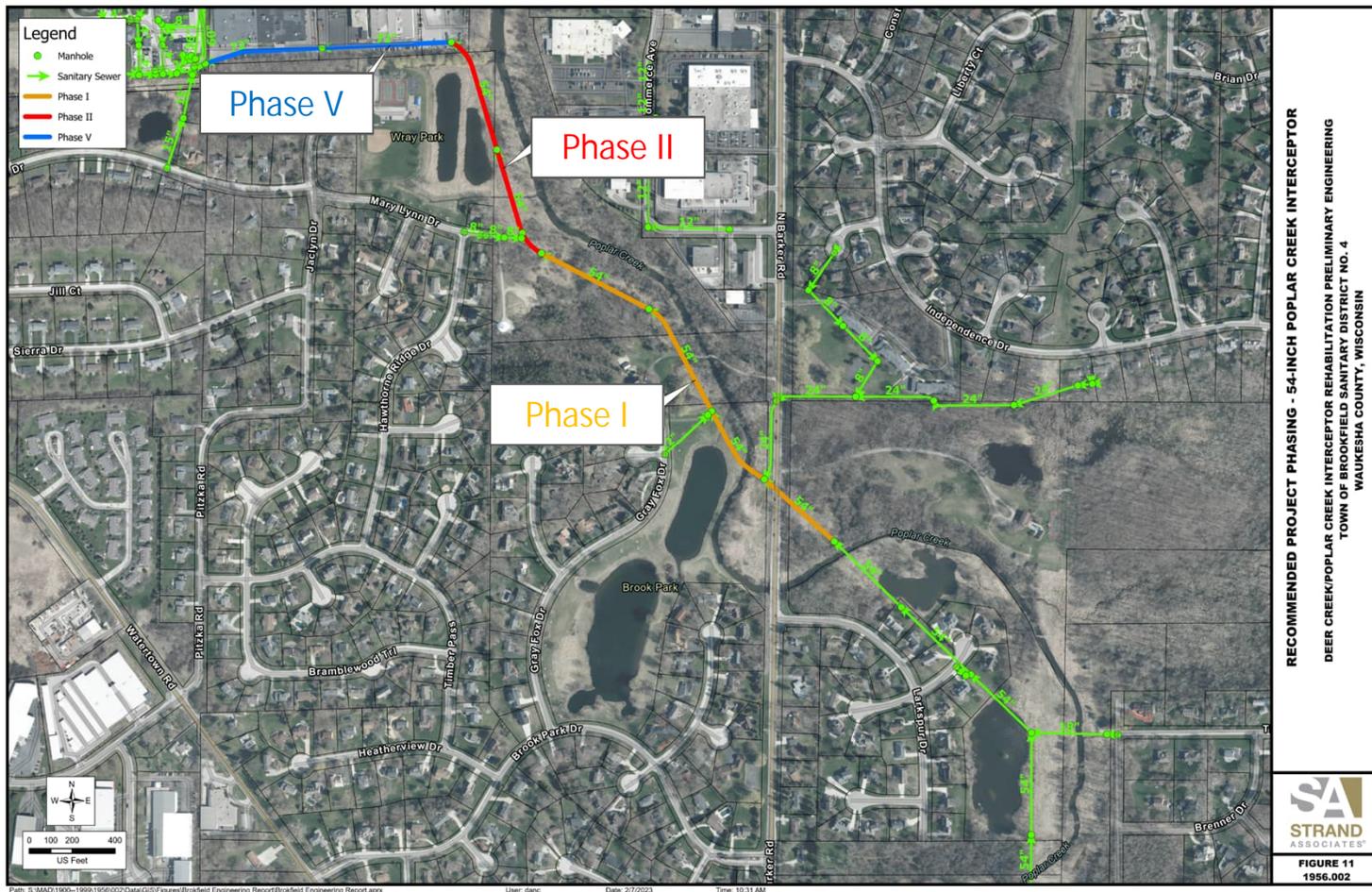
- 54" Sewermain
- 48" Sewermain
- 36" Sewermain
- Sanitary Sewer Manhole

**EXHIBIT C**

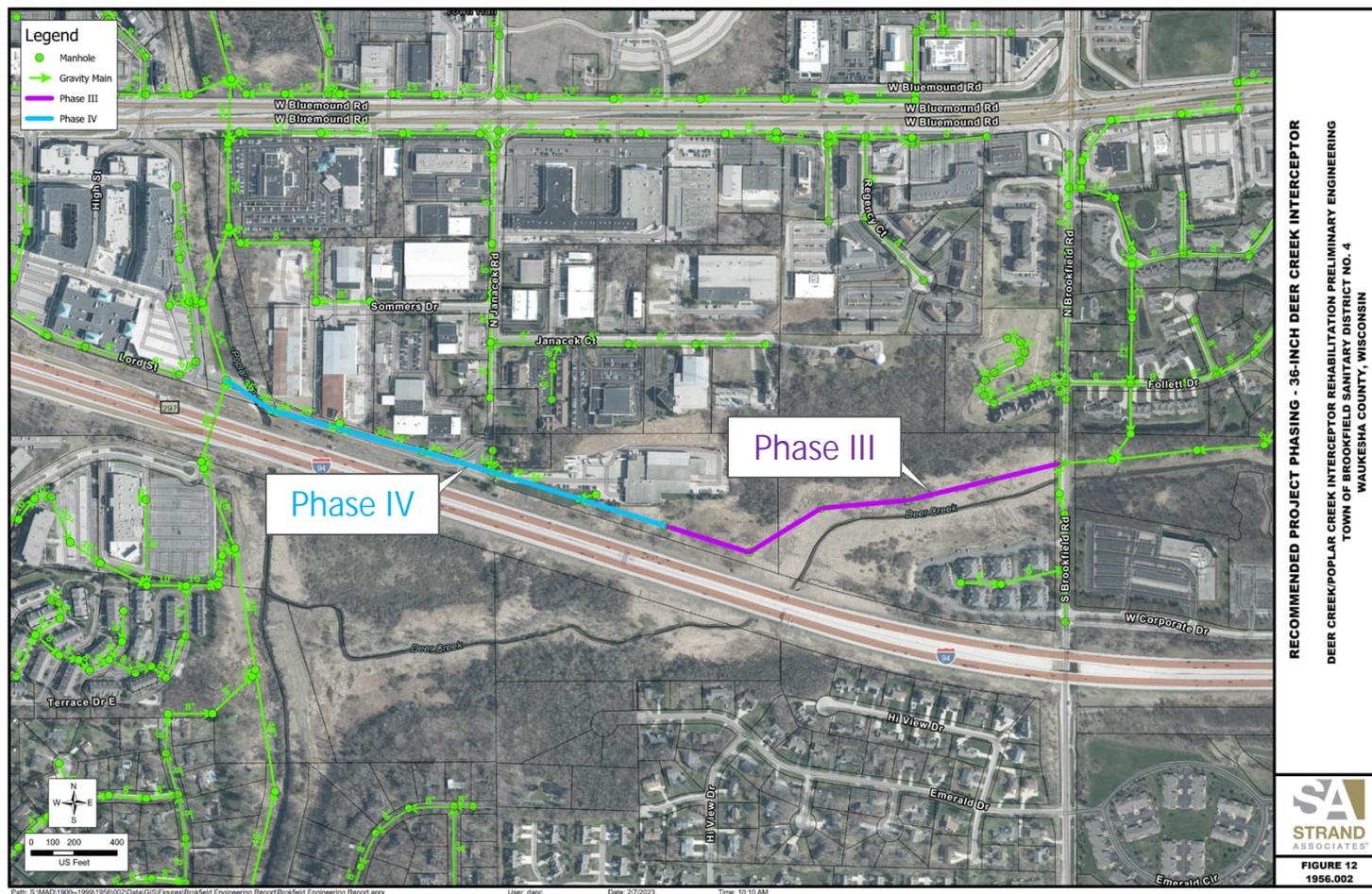
**Project Schedule**

"Exhibit C - Project Schedule"

# Phased-Project Approach Provides Flexibility



# Project Phasing of 36-inch Deer Creek Interceptor



# Intergovernmental Agreements Govern Cost-Sharing Breakdown Between the Town and City

| Project Phase | Diameter (in) | Length (LF) | Town Cost   | City Cost   |
|---------------|---------------|-------------|-------------|-------------|
| Phase I       | 54"           | 1,960 LF    | \$1,747,000 | \$635,00    |
| Phase II      | 54"           | 1,100 LF    | \$974,000   | \$362,000   |
| Phase III     | 36"           | 1,935 LF    | \$165,000   | \$1,441,000 |
| Phase IV      | 36"           | 2,150 LF    | \$183,000   | \$1,600,000 |
| Phase V*      | 72"           | *           | *           | *           |

*\*To be determined following 2023 CCTV of the 72-inch interceptor upstream up the FRWPCC*