

TOWN OF BROOKFIELD
TOWN BOARD MINUTES
JUNE 27, 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.

Chairman Henderson called the meeting to order at 6:45 p.m. with the following people present: Supervisors Steve Kohlmann, Ryan Stanelle, John Schatzman and John Charlier; and Administrator/Interim Clerk Tom Hagie. Town Attorney Michael Van Kleunen was absent and excused.

2) MEETING NOTICES.

The meeting was noticed in accordance with Open Meeting Law.

3) APPROVAL OF AGENDA.

Motion by Supervisor Schatzman to approve.
Seconded by Supervisor Stanelle.
Motion Passed Unanimously.

4) APPROVAL OF MINUTES.

Motion by Supervisor Stanelle to approve the minutes of June 6, 2023 Joint Town Board-Plan Commission meeting with corrections.
Seconded by Supervisor Charlier.
Motion Passed Unanimously.

Motion by Supervisor Stanelle to approve the minutes of June 20, 2023 Joint Town Board-Plan Commission meeting.
Seconded by Supervisor Charlier.
Motion Passed 4-0 with Chairman Henderson voting present.

Motion by Supervisor Stanelle to approve the minutes of June 20, 2023 Town Board meeting with corrections.
Seconded by Supervisor Charlier.
Motion Passed 4-0 with Chairman Henderson voting present.

5) CITIZEN COMMENTS.

None.

6) OLD BUSINESS.

None.

7) NEW BUSINESS.

- a. Discussion and possible action regarding alcohol licenses for July 1, 2023 to June 30, 2024 licensing year.
Motion by Supervisor Stanelle to approve with corrections.
Seconded by Supervisor Charlier.
Motion Passed Unanimously.
- b. Discussion and possible action regarding amendment to Interim-Clerk Contract.
Motion by Supervisor Schatzman to approve.
Seconded by Supervisor Stanelle.
Motion Passed Unanimously.

- c. Discussion and possible action regarding MOU with Waukesha County HHS and Law Enforcement.
Motion by Supervisor Charlier to approve.
Seconded by Supervisor Kohlmann.
Motion Passed Unanimously.

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

- a. Discussion and possible action regarding an Intermunicipal Agreement with the City of Brookfield for the Poplar Creek-Deer Creek Interceptor Sewer Relining project.
Motion by Supervisor Kohlmann to approve.
Seconded by Supervisor Schatzman.
Motion Passed Unanimously.

9) APPROVAL OF VOUCHERS AND CHECKS.

None.

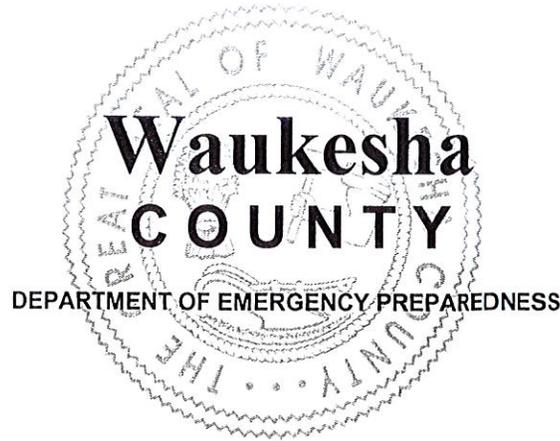
10) COMMUNICATION AND ANNOUCEMENTS.

Administrator Hagie noted the grand opening event for the Wray Park Pickleball Courts was successful and well attended. Chairman Henderson noted the upcoming 4th of July event.

11) ADJOURN.

Motion by Supervisor Schatzman to adjourn at 6:59 p.m.
Seconded by Supervisor Charlier.
Motion Passed Unanimously.

Respectfully submitted,
Tom Hagie
Town Administrator/Interim Clerk



To: Town of Brookfield, Chief Operating Officers, Administrators, Clerks

From: Gary Bell, Director of Emergency Preparedness
Chris Petterson, Trunked Radio Project Manager
Lyndsay Johnson, Business Services and Collections Manager

Subject: 2024 Digital Radio System Costs

Date: July 12, 2023

The 2024 digital radio system member cost estimates have been prepared for municipal budget development purposes. The allocation methodology that is being utilized for the operating expenses is based on the feedback obtained from the 31 communities that completed the survey distributed on May 17th.

Operating Cost Payments: The 2024 operating costs are based on system usage activity from January 2015 through December 2016 and December 2022 through March 2023 radio usage information as presented at the May 16th meeting.

Operating Amount to Budget: \$10,048.84

Transmitter Fee: \$0.00

Infrastructure and Radio Update

The digital radio system has been fully operational since 2018. As with all technology projects, there is an anticipated need to replace equipment to ensure system integrity. Although most of the equipment is maintained under the current service level agreement, Radio Services staff have been working with Motorola regarding the current operational state of the radio system in to map out future equipment replacement timelines and cost so that we can share that information with our municipal partners. At this point, Radio Services does not have detailed information to communicate, but we are anticipating sending out a communication by year end highlighting the future infrastructure needs and discussing those needs at our next annual meeting anticipated to be scheduled during the first quarter of 2024.

1621 Woodburn Rd.
Waukesha, WI 53188
Phone: 262-446-5025
Fax: 262-548-7313

Radio Replacement Update

Many of our communities are utilizing radios that are 10-15 years old so they may have either reached or exceeded their useful life. Below is a list of radios that are currently in inventory for the County digital system. Next to the equipment is the date that Motorola will no longer service the equipment (field service date) and the date that the equipment can no longer be upgraded (flashport end date). This information is being shared as some communities may have a number of these radios still in service. This is notice that is you ar reliant on this equipment and it is no longer supported by Motorola, you may want to start developing a plan to replace the radio equipment.

Radio	Last Field Service Date	Flashport End Date
XTS/XTL 1500	12/31/2019	1/31/2018
XTS/XTL 2500	12/31/2019	1/31/2018
XTS/XTL 5000	12/31/2018	12/31/2016
APX 7500	9/30/2022	9/30/2020
APX 7500 High Power	7/31/2023	7/31/2021
O9 Control Head	2023	8/1/2021
APX 6500 High Power	2023	7/1/2021
APX 7/800VHF Consolette	2023	7/1/2021
O5 CH	9/30/2025	
APX 6500AN	9/30/2025	
APX 4500AN	9/30/2025	
APX 1500AN	9/30/2025	
APX 7000/7000XE	2023	12/31/2023
APX 6000AN	2023	
APX 1000	9/30/2026	

If you have questions about the radio system replacement needs, please contact Chris Petterson at cpetterson@waukeshacounty.gov or 262-548-7600.

If you have any questions regarding billing, please contact Britan Smith at bsmith@waukeshacounty.gov



Waukesha County
Department of Administration

June 26, 2024

Town of Brookfield Fire Department
645 Janacek Rd
Brookfield, WI 53045

Dear Fire Chief,

This letter provides an update on what your department is to budget for 2024 software maintenance and support specific to Intergraph mobile connectivity modules. The chart below reflects 2024 budget amounts for Intergraph and, if applicable, NetMotion & Diagnostics Maintenance.

Town of Brookfield Fire Department	
Sum of CAD to Third Party Custom Interface CAD/FMRS to Zoll	\$0.00
Sum of I/FRMS	\$213.51
Sum of I/Fire Station Printing	\$0.00
Sum of I/Mobile Data Terminal	\$234.82
Sum of I/NetViewer - 100 concurrent user	\$385.74
Sum of I/Page	\$698.64
Sum of I/tracker	\$133.56
Sum of Interoperability Framework for CAD	\$195.46
Sum of Mobile for Public Safety	\$666.03
Sum of Net Motion	\$714.26
Sum of USDD Annual Service	\$103.81
Sum of Grand Total	\$3,345.84

To ensure the 2024 budget information has been effectively communicated, I request that you sign a copy of the form below and return a copy. If you have any questions, please contact me at 262-446-5079. Thank you.

Sincerely,

Robert Fyfe
Public Safety Systems Manager

Receipt and Confirmation Reply
2024 budgeted Costs

I have received the 2024 budget totals for mobility modules annual software maintenance costs and will be including these in my agency's 2024 budget.

Signature

Name, Title

Date

Email to:

Britan Smith

bsmith@waukeshacounty.gov

Mail to:

Waukesha County DOA

Attn: Britan Smith

515 W. Moreland Blvd. RM 310

Waukesha, WI 53188

515 W. Moreland Blvd.
Administration Center, Room 310
Waukesha, Wisconsin 53188
Phone: (262)548-7020
Fax: (262)548-7913
www.waukeshacounty.gov

Paul Farrow
County Executive

Andrew Thelke
Director



Waukesha County
Department of Administration

June 26, 2023

Town of Brookfield Police Department
655 Janacek Rd
Brookfield, WI 52045

Police Chief,

This letter is to provide information on the amount your police agency should budget in 2024 for software maintenance and support specific for the Flex RMS, Intergraph, mobile connectivity modules, and associated NetMotion/Diagnostics software support.

Town of Brookfield Police Department	
APS Smart Import.	\$342.51
APS -Virtual Partner Engine.	\$34.14
Custom Services - I/Informer to State/TIME/NCIC Interface.	\$625.28
I/Informer.	\$253.05
I/Mobile Data Terminal.	\$313.10
I/NetViewer.	\$385.74
I/tracker.	\$178.08
IFF Interface to ProPhoenix.	\$0.00
Interoperability Framework for CAD.	\$127.80
Mobile for Public Safety.	\$888.04
Net Motion.	\$0.00
Spillman/Motorola.	\$4,584.27
NIBRS.	\$384.50
Redhat.	\$143.91
Grand Total	\$8,260.42

515 W. Moreland Blvd.
Administration Center, Room 310
Waukesha, Wisconsin 53188
Phone: (262)548-7020
Fax: (262)548-7913
www.waukeshacounty.gov

To ensure the budget information has been effectively communicated, I request that you sign a copy of the form below and return a copy. If you have any questions, please contact me at 262-446-5079. Thank you.

Sincerely,

Robert Fyfe
Public Safety Systems Manager

**Receipt and Confirmation Reply
2024 Budgeted Costs**

I have received the budget totals for Flex RMS, Intergraph and mobile connectivity modules annual software maintenance costs and will be including these in my agencies budget.

Signature

Name, Title

Date

Email to:

Britan Smith
bsmith@waukeshacounty.gov

Mail to:

Waukesha County Financial Services
Attn: Britan Smith
515 W. Moreland Blvd. RM 310
Waukesha, WI 53188

515 W. Moreland Blvd.
Administration Center, Room 310
Waukesha, Wisconsin 53188
Phone: (262)548-7020
Fax: (262)548-7913
www.waukeshacounty.gov

WAUKESHA COUNTY
DATA PROCESSING SERVICES
PROPERTY TAX ASSESSMENT AND BILLING

This Agreement is entered into this _____ day of _____, 2023, by and between Waukesha County, a municipal corporation, hereinafter referred to as the County, located at 515 W. Moreland Blvd., Waukesha, WI 53188 and Town of Brookfield, hereinafter referred to as the Municipality, located at 645 N. Janacek Rd, Brookfield, WI 53045. The authority for this agreement is that contained in the Wisconsin Statutes Section 66.0301, which permits intergovernmental cooperation for public purposes.

By this agreement, the County proposes to provide data processing services and access to some functionality and data within the Property Tax Application (PTA) Tax Software System, to assist the Municipal Assessors, Clerks and Treasurers (hereinafter collectively referred to as "Municipality") in the preparation of notices of assessment, assessment rolls and tax bills.

1. The County proposes to provide the following services, electronic reports and forms to Municipality as part of the Tax Listing Services provided to municipality at no charge:
 - A. Maintenance of an Assessment tax file database.
 - B. Maintain special districts' codes.
 - C. Electronic Assessment Rolls.
 - D. Statement of Assessment Summary transmitted to DOR.
 - E. Make and keep accurate lists and descriptions of all real property parcels in the county which are subject to tax and also those which are exempt from such tax.
 - F. Provide various reports, maps and descriptions of Real Property Tax parcels in the County for the Assessors, upon request.
 - G. Supply electronic versions of State of Wisconsin Prescribed Forms of assessment, to the Assessors and Clerks of cities, towns and villages within the County, as needed in the discharge of their duties.
 - H. Provide assessors with electronic copies of all new pertinent platted information for the municipality the assessor is working with.
 - I. Provide the necessary research for determination of status of ownership of all real property parcels within Waukesha County, as needed to clarify the property tax roll.
 - J. Availability to obtain the following reports and lists from the County:
 - a) Assessment roll cross reference lists by name or address
 - b) Property Assessment Roll
 - c) Reports for property specific data maintained in the PTA Property Assessment / Tax System.

2. The County proposes to provide the following services to the Municipality for a charge.
 - A. The County will provide forms and/or PTA Access for the Municipality to utilize for calculation and preparation of the property tax bills:
 1. Delinquent personal property worksheet (PTA Access)
 2. Billing parameter worksheet (PTA Access)
 3. Special assessment worksheet
 4. Tax Rate Worksheet (PTA Access)
 5. Special Assessment Charges applied to Special Purpose Districts (PTA Access)

6. Posting of special assessments to be placed on the tax bill
 7. Edits and lists of special assessments as entered
 8. Tax rates to be used for tax billing entered on the computer
 9. List of the tax rates used
- B. The County will provide these services and/or electronic reports:
1. Calculating of tax bills, as well as calculation audit listing
 2. Preliminary tax roll or one line roll report
 3. Posted tax roll
 4. Identify and coordinate a private vendor to print and process tax bills. Said vendor may also offer envelope supplies and printing, mailing and postage services. Any costs incurred for the printing of inserts, envelopes, postage and mailing or delivery of tax bills will be the sole responsibility of Municipality. The County is responsible for the printing of the tax bill. NOTE: Should Municipality choose to contract independently with an alternate vendor for tax bill printing, County will provide Municipality with a PDF file containing the calculated and formatted tax bills. Municipality and its vendor shall be responsible for ensuring that all forms and tax information provided by County shall be used only for authorized purposes.
- C. The County will also provide other related services, for an additional charge beyond this contract amount, with the mutual consent of both the County and the Municipality.
3. The Municipal Clerk shall transmit to the County any special assessments, special charges, and delinquent utility charges for entry on the current tax roll by November 15 or the due date provided by Tax Listing during the annual planning meeting. The County will supply specific instructions for transmittal.
 4. The Municipal Clerk shall approve all inserts to be included in the tax bill mailing with the tax bill printer by November 20 or the due date provided by Tax Listing during the annual planning meeting.
 5. Municipal Clerks shall transmit to the County, upon adjournment of the local budget hearing and receipt of State Aid amounts, the information for setting tax rates. The County will provide the worksheets and instructions.
 6. As soon as possible, the local Assessor shall bring the preliminary, open book and Board of Review Assessment values to the County, at each of these 3 stages of the Property Assessment Valuation process. Said assessment values are to be transmitted electronically.
-
7. If the municipality chooses not to use the Property Assessment Roll generated from the PTA Tax System as the 'Official Roll' for the Open Book/Board of Review procedures, the municipality agrees to accept responsibility for balancing the property specific data (acres, property class code, assessed valuations and taxing jurisdictions) at the tax key level. The numbers in the PTA Tax System will represent the tax base amounts used for the preparation and calculation of the individual tax bills.
 8. The municipality will use the 2024 (and future years in the event this contract is extended) Property Assessment Roll generated by the County as the Official Roll present during the Board of Review.

9. The Municipality acknowledges that failure to comply with these limits and other reasonable time limits established by the County may result in delayed availability of the information to be provided by this agreement. In view of this fact, the Municipality will indemnify and hold harmless the County, its officers, employees and agents for any and all damages, expenses, and losses that may occur due to the County's inability to comply with the agreement due to the fault of the Municipality or the Municipality's officers, agents or employees.
10. The municipality agrees to abide by the terms and conditions of the Memorandum of Understanding and Policies for Municipalities Accessing the PTA (Tax) System dated October 5, 2011. As part of the acceptance of the above-referenced Memorandum of Understanding, the municipal agent(s) provided with an ID granting access to the County System is/are accepting responsibility for adherence to the Technology Use Policy incorporated by reference.
11. The term of this agreement shall be for two (2) years commencing January 1, 2024, and expiring on December 31, 2025 and therefore data processing services shall be provided for taxes of 2024 and 2025 due in the subsequent year. The Municipality will be invoiced twice a year in May and September. The terms will be net 30 days.
12. The following rates will be charged for these services:

<u>Per Parcel</u>	<u>2024 Rates</u>	<u>2025 Rates</u>
Taxes	\$1.84	\$1.91

13. The Municipality will indemnify, defend and hold harmless the County, its officers, employees and agents for any and all damages, expenses, and losses that may arise from the County's performance or inability to perform its obligations under this Agreement caused by act, error or omission of the Municipality or the Municipality's officers, agents or employees. The County will indemnify, defend and hold harmless the Municipality, its officers, employees and agents for any and all damages, expenses, and losses that may arise from the Municipality's performance or inability to perform its obligations under this Agreement caused by act, error or omission of the County or the County's officers, agents or employees. Nothing contained within this agreement is intended to be a waiver or estoppel of the contracting Municipality or County or either of its insurers to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the Municipality or County or its insurers shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

14. Each party shall have the right to terminate this agreement effective at the end of the term upon the giving of twelve (12) months written notice prior to the expiration of the term.
15. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter thereof.

16. Any notices that must be provided during the term of this contract or issues that arise regarding administration of this contract can be directed to:

i. County Contact Person

Contact Name: Lyndsay Johnson, Business Services Manager
Address: 515 W. Moreland Blvd
Waukesha, WI 53188
E-mail: ljohnson@waukeshacounty.gov
Phone Number: 262-896-8222

ii. Municipal Contact Person

Contact Name: _____
Address: _____

E-mail: _____
Phone Number: _____

Waukesha County

By: 

Andrew Thelke
Waukesha County Department of Administration
Director of Administration

Town of Brookfield

By: _____

APPLICATION FOR PAYMENT

OWNER Town of Brookfield PROJECT Kossow Road Reconstruction
CONTRACTOR Wolf Paving Co., Inc. CONTRACT _____
FOR PERIOD ENDING 7/10/2023 PAYMENT APPLICATION DATE 6/14/2023
PAYMENT APPLICATION NO. 2

TOTAL AMOUNT REQUESTED TO DATE	<u>\$424,816.62</u>
LESS RETAINAGE	<u>\$21,240.85</u>
NET AMOUNT DUE	<u>\$403,575.77</u>
AMOUNT OF PREVIOUS PAYMENTS	<u>\$397,495.77</u>
AMOUNT DUE THIS APPLICATION	<u>\$6,080.00</u>

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies, to the best of its knowledge, the following: (1) All previous progress payments received from OWNER on account of Work done under the Contract have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to OWNER at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to OWNER indemnifying OWNER against any such Liens, security interest, or encumbrances); and (3) All Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Required lien waivers attached.

Dated July 10, 2023

Wolf Paving Co., Inc.
CONTRACTOR

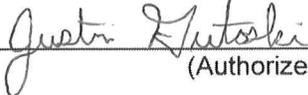
By 
(Authorized Signature)

By Jacob Mrugacz, President
(Print Name)

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated July 11, 2023

STRAND ASSOCIATES, INC.®

By 
(Authorized Signature)

By Justin Gutoski
(Print Name)



Progress Billing Invoice

From: Wolf Paving Co., Inc.
 1320 Walnut Ridge Dr, Ste 100
 Hartland, WI 53029
 262.965.2121

Invoice #: 44570

Date: 07/10/23

Application #: 2

To: Town of Brookfield
 645 N Janacek Rd
 Brookfield, WI 53045

Invoice Due Date: 08/09/23

Payment Terms: Net 30 days

DPW@townofbrookfield.com

Contract: 23.20028. Brookfield, TO-Kossow Road Reconstruction

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date	% Compl
1	Common Excavation	47,400.00	1.00	0.00	1.00	LS.	47,400.00000	0.00	47,400.00	100.00%
2	Pulverize and Reshape Existing Asphalt Pavement and Base Cou	17,360.00	6,200.00	0.00	6,200.00	SY	2.80000	0.00	17,360.00	100.00%
3	Asphaltic Concrete Pavement?Upper Course	58,400.00	800.00	0.00	829.81	TON	73.00000	0.00	60,576.13	103.73%
4	Asphaltic Concrete Pavement?Lower Course	74,880.00	1,040.00	0.00	910.73	TON	72.00000	0.00	65,572.56	87.57%
5	Asphaltic Concrete Driveway	16,900.00	6,500.00	0.00	5,589.00	SF	2.60000	0.00	14,531.40	85.98%
6	7-IN Concrete Driveway	23,750.00	1,900.00	0.00	1,210.04	SF	12.50000	0.00	15,125.50	63.69%
7	Adjust MH Casting and Internal Chimney Seal	13,500.00	9.00	0.00	9.00	EA	1,500.00000	0.00	13,500.00	100.00%
8	DGB Course, 3-IN	25,190.00	1,100.00	0.00	41.83	TON	22.90000	0.00	957.91	3.80%
9	EBS	12,500.00	500.00	0.00	40.00	CY	25.00000	0.00	1,000.00	8.00%
10	DGB Course, 1 1/4-IN	36,520.00	2,200.00	0.00	1,283.20	TON	16.60000	0.00	21,301.12	58.33%
11	2-FT Wide Gravel Shoulder	6,900.00	4,600.00	0.00	3,880.00	LF	1.50000	0.00	5,820.00	84.35%
12	Epoxy Pavement Markings	5,550.00	1.00	1.00	1.00	LS.	5,550.00000	5,550.00	5,550.00	100.00%
13	Removing Storm Sewer Pipe and Structures	6,302.00	1.00	0.00	1.00	LS.	6,302.00000	0.00	6,302.00	100.00%
14	13-IN by 17-IN Corrugated Metal Pipe Arch	55,000.00	550.00	0.00	568.00	LF	100.00000	0.00	56,800.00	103.27%
15	15-IN RCP Culvert	7,700.00	70.00	0.00	64.00	LF	110.00000	0.00	7,040.00	91.43%
16	23-IN by 14-IN Horizontal Elliptical Reinforced Concrete Pip	10,800.00	90.00	0.00	80.00	LF	120.00000	0.00	9,600.00	88.89%
17	Apron Endwalls for 13-IN by 17-IN Corrugated Metal Pipe Arch	23,000.00	46.00	0.00	46.00	EA	500.00000	0.00	23,000.00	100.00%
18	Apron Endwalls for 23-IN by 14-IN Reinforced Concrete Horizo	10,000.00	4.00	0.00	4.00	EA	2,500.00000	0.00	10,000.00	100.00%
19	Apron Endwalls for Culvert Pipe 15-IN Reinforced Concrete Cu	10,000.00	4.00	0.00	4.00	EA	2,500.00000	0.00	10,000.00	100.00%
20	Traffic Control	16,100.00	1.00	0.00	1.00	LS.	16,100.00000	0.00	16,100.00	100.00%
21	Erosion Control	2,369.00	1.00	0.00	1.00	LS.	2,369.00000	0.00	2,369.00	100.00%
22	Geotextile Fabric	2,320.50	1,547.00	0.00	60.00	SY	1.50000	0.00	90.00	3.88%
23	Riprap	800.00	8.00	8.50	8.50	CY	100.00000	850.00	850.00	106.25%
CO 1.1	Ditch Excavation Beyond Slope Intercept. (Includes Crew, Equ	11,820.00	15.00	0.00	13.25	HRS	788.00000	0.00	10,441.00	88.33%
CO 2.1	Lower Existing Culvert Approximately 6"	3,530.00	1.00	0.00	1.00	LS.	3,530.00000	0.00	3,530.00	100.00%
CO 3.1	Wrap 4 Culvert Ends With Hot-Mix Asphalt	2,985.00	1.00	0.00	0.00	LS.	2,985.00000	0.00	0.00	0.00%



Progress Billing Invoice

From: Wolf Paving Co., Inc.
1320 Walnut Ridge Dr, Ste 100
Hartland, WI 53029
262.965.2121

Invoice #: 44570

Date: 07/10/23

Application #: 2

To: Town of Brookfield
645 N Janacek Rd
Brookfield, WI 53045

Invoice Due Date: 08/09/23

Payment Terms: Net 30 days

DPW@townofbrookfield.com

Contract: 23.20028. Brookfield, TO-Kossow Road Reconstruction

Total Billed To Date:	424,816.62
Less Retainage:	21,240.85
Less Previous Applications:	397,495.77
Total Due This Invoice:	6,080.00

**TOWN OF BROOKFIELD
PLANNING COMMISSION RECOMMENDATIONS
JUNE 27, 2023**

Town Chairman Keith Henderson called the meeting to order at 7:10pm on Tuesday, June 27, 2023, at the Town of Brookfield Town Hall, 645 North Janacek Road, Brookfield, Wisconsin. Also present at the meeting was Supervisor Ryan Stanelle; Commissioners Gordon Gaeth, Len Smeltzer, William Neville, and Jeremy Watson; and Town Planner Bryce Hembrook. Commissioner Kevin Riordan was absent and excused.

COREY WALLACE (WESENBERG ARCHITECTS) REPRESENTING QUEST INTERIORS, FOR A RECOMMENDATION FOR FINAL 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 final approval** of a new building consisting of an office, product showroom, and product storage and shipping area located at 21055 Crossroads Circle with the following conditions:

- Corrections are made to C3.1 of the lighting plan as outlined in discussion (in the full meeting minutes);
- Confirmation of a pond maintenance agreement; and
- A landscape maintenance agreement is included.

The motion was seconded by Commissioner Gaeth, voted on, and carried unanimously.

TOWN OF BROOKFIELD FOR A RECOMMENDATION OF APPROVAL FOR A ZONING CODE TEXT AMENDMENT TO SECTION 17.01 (AUTHORITY, PURPOSE, TITLE AND DEFINITIONS), SECTION 17.02 (GENERAL PROVISIONS – DEFINITIONS), SECTION 17.04 (ZONING DISTRICTS), AND SECTION 17.06 (TRAFFIC, LOADING, PARKING, AND ACCESS) RELATED TO ADULT AND CHILDREN DAY CARE CENTERS

Commissioner Watson moved to **recommend approval** of the proposed Zoning Code Text Amendment to Section 17.01 (Authority, Purpose, Title and Definitions), Section 17.02 (General Provisions – Definitions), Section 17.04 (Zoning Districts), and Section 17.06 (Traffic, Loading, Parking, and Access) related to adult and children day care centers, with the added amendment that two of the same care facilities (child/child, or adult/adult) are not allowed.

The motion was seconded by Commissioner Gaeth, voted on, and carried unanimously.



Building a Better World
for All of Us®

TOWN OF BROOKFIELD PLAN COMMISSION ZONING REPORT

TO: Plan Commission

FROM: Bryce Hembrook, AICP
Town Planner

REPORT DATE: June 22, 2023
PC MEETING DATE: June 27, 2023

RE: Quest Interiors – Final Approval
21055 Crossroads Circle BKFT1129999007

SEH No. 171421, TASK 5

Applicant: Corey Wallace, Wesenberg Architects representing Quest Interiors
Application Type: Final Approval

Request

Final approval of a new building consisting of an office area, showroom, and product storage and shipping area, located at 21055 Crossroads Circle.

Summary of Request

- Zoning District = B-2 Limited General Business District
- Currently a vacant 3.68 acre parcel in an office park.
- Proposed structure = 23,431 square foot one-story facility for Quest Interiors consisting of an office area, product showroom, and product storage/shipping area. The business's main customer is local home builders and contractors. It is essentially considered a building supply store.
 - Office area = 3,470 square feet
 - Showroom = 5,803 square feet
 - Warehouse area = 14,158 square feet
- Approximately 49 parking stalls currently proposed; 39 in customer parking area and 10 stalls intended for staff.
 - According to the code, 35 parking spaces are required. Stall per land use breakdown below:
 - Office area = 14
 - Warehouse = 12
 - Showroom = 9
- Proposed setbacks:
 - Front = 108'
 - Side = 109' south and 50' north
 - Rear = 121'
 - All setbacks will meet code requirements.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 501 Maple Avenue, Delafield, WI 53018-9351
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- Sum total of floor area
 - Proposed = 14.6% of lot area.
 - Required = No less than 6,000sf or 15% of the lot area, whichever is less. Shall not exceed 50% of lot area.
 - Requirement is met.
- Proposed building height appears to be approximately 28'.
- There are single-family residences directly to the west of the subject property, but only one of the adjacent parcels is zoned residential. The majority of trees along the western property line are proposed to remain to maintain the buffer between the residential properties and the new building.

Final Approval Requirements

The purpose of final project review shall be to determine that this chapter and other Town ordinances have been fully complied with, and to authorize the issuance of a building permit, subject to the developer receiving approval of the Wisconsin Department of Safety and Professional Services (SPS) of the building plans, if required, including architectural details and lighting plan. The Plan Commission may require appropriate sureties to guarantee the completion of grading, landscaping, and construction and paving of parking and loading areas within an approved time schedule. Final approval granted by the Town Board shall expire within 12 months unless necessary building permits have been applied for and issued.

Development Review Team Feedback

The Development Review Team has reviewed the proposed plans and all of their comments and/or concerns were described in the past review letters from the Town Engineer. The Town Engineer has confirmed that all of his concerns have been addressed.

Next Steps

If approved, the Town Board will review and make a final determination.

Plan Commission Recommendation

Recommended final approval of the proposed building to the Town Board.

ORDINANCE AMENDING, OR REPEALING AND RECREATING, CERTAIN PROVISIONS IN CHAPTER 17 OF THE MUNICIPAL CODE OF THE TOWN OF BROOKFIELD

NOW THEREFORE, the Town Board of the Town of Brookfield, Wisconsin does ordain as follows:

SECTION 1: The following provision of Section 17.01 of the Town Code is hereby stricken and removed from the Town Code:

DAY-CARE CENTER

An establishment providing care and supervision for four or more persons under the age of seven, licensed by the state under § 48.65, Wis. Stats.

SECTION 2: The following provision of Section 17.01 of the Town Code is hereby repealed and recreated to read as follows:

FAMILY CHILD CARE HOME

A dwelling licensed as a child care center by the state under §§ 48.65 and 66.1017, Wis. Stats., where care is provided for not more than eight children.

SECTION 3: Section 17.01 of the Town Code shall be amended to include the following provision:

COMMERCIAL DAYCARE CENTER

A child care center licensed by the state under § 48.65, Wis. Stats., where care and supervision is provided for four or more children under the age of seven for less than 24 hours a day, or an adult day care center licensed by the state under § 49.45(47), Wis. Stats., that provides services for part of a day in a group setting to adults who need an enriched health-supportive or social experience and who may need assistance with activities of daily living, supervision or protection. A family child care home is not a commercial daycare center.

SECTION 4: The following provision of Section 17.01 of the Town Code is hereby repealed and recreated to read as follows:

COMMUNITY LIVING ARRANGEMENT

The following facilities licensed and operated or permitted under the authority of the Wisconsin Statutes: child welfare agencies under § 48.60, group foster homes for children under § 48.02(7), and, adult family homes and community-based residential facilities under § 50.033; but does not include commercial daycare centers, nursing homes, general hospitals, special hospitals, prisons or jails. The establishment of community living arrangements is governed by §§ 46.03(22), 59.69(15), 60.23, and 62.63(7)(i), Wis. Stats.

SECTION 5: “Family day care homes” in Sections 17.04(4)(a)4., 17.04(5)(a)4., 17.04(6)(a)4., 17.04(7)(a)4., 17.04(8)(a)4., 17.04(9)(a)4., 17.04(10)(a)4. of the Town Code shall be stricken and replaced with “Family child care homes”.

SECTION 6: “Commercial day-care centers” in Section 17.04(12)(a) of the Town Code shall be stricken and removed from the Town Code.

SECTION 7: Section 17.06(3)(h)6.h.iii. of the Town Code is hereby repealed and recreated to read as follows:

Children's nursery schools and commercial daycare centers: one space per employee for the work shift with the greatest number of employees, plus one space per six students at the highest class attendance period.

SECTION 8: Section 17.02(14)(b)4.i. of the Town Code is hereby repealed and recreated to read as follows: “Commercial daycare centers in B-2 Limited General Business District and B-3 Office and Professional Districts.”, provided that two of the same care facilities (child/child or adult/adult) are not allowed.

SECTION 9: Except as expressly provided by this Ordinance, all other provisions contained in the Town Code shall remain in full force and effect.

SECTION 10: All ordinances or parts of this Ordinance conflicting or contravening the provisions of this Ordinance are hereby repealed.

SECTION 11: This Ordinance shall take effect upon passage and posting or publication as provided by law.

PASSED AND ADOPTED by the Town Board of the Town of Brookfield, Waukesha County, Wisconsin this _____, day of _____, 2023.

By: _____
Keith Henderson, Chairman

By: _____
Steve Kohlmann, Supervisor

By: _____
John Charlier, Supervisor

By: _____
John R. Schatzman, Supervisor

By: _____
Ryan Stanelle, Supervisor

Attest: _____
Tom Hagie,
Administrator and Interim Clerk