

TOWN OF BROOKFIELD  
TOWN BOARD MINUTES  
DECEMBER 5, 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 Keith Henderson called the meeting to order at 7:00 p.m. with the following people present: Supervisors John Charlier, Steve Kohlmann, Ryan Stanelle, and John Schatzman; Sanitary District No. 4 Superintendent Tony Skof, Town Planner Bryce Hembrook, Town Attorney Michael Van Kleunen and Administrator/Interim Clerk Tom Hagie.

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 November 14, 2023 Budget Public Hearing as presented.

Seconded by Supervisor Kohlmann.

*Motion Passed Unanimously.*

Motion by Supervisor Stanelle to approve the minutes of November 14, 2023 Town Board meeting as presented.

Seconded by Supervisor Kohlmann.

*Motion Passed Unanimously.*

5) CITIZEN COMMENTS.

None.

6) OLD BUSINESS.

None.

7) NEW BUSINESS.

a. Discover Brookfield Quarterly Update.

Anna Matel Antoine, Tourism Director at Discover Brookfield, provided an update on the upcoming events, new marketing strategies, and finances of Discover Brookfield.

*No Action.*

b. Discussion and possible action regarding the appointment of Elections Inspectors for the 2024-2026 term.

Motion by Supervisor Kohlmann to approve.

Seconded by Supervisor Charlier.

*Motion Passed Unanimously.*

c. Discussion and possible action regarding a Wisconsin Department of Natural Resources Urban Nonpoint Stormwater Management Grant to update the Stormwater Quality Management Plan.

Motion by Supervisor Kohlmann to table to the December 19 Town Board meeting.

Seconded by Supervisor Charlier.

*Motion Passed Unanimously.*

d. Discussion and possible action regarding a Strand Associates, Inc. Stormwater Quality Management Plan Update task order.

Motion by Supervisor Kohlmann to table to the December 19 Town Board meeting.

Seconded by Supervisor Charlier.

*Motion Passed Unanimously.*

- e. Discussion and possible action regarding the 2024 Town Advocacy Council membership renewal.  
Motion by Supervisor Schatzman to approve the 12-month membership option in the amount of \$1,609.75.  
Seconded by Supervisor Kohlmann.  
*Motion Passed Unanimously.*
- f. Discussion and possible action regarding proposed legislation.  
Attorney Van Kleunen summarized multiple recent proposed legislative proposals at the state level related to towns.  
*No Action.*

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

- a. Plan Commission
  - i. Discussion and possible action to consider a request by David Wimmer for a Conditional Use Permit Amendment to Northbrook Apartment Building to increase the number of proposed dwelling units by 3 units, located at 700 north Barker Road (BKFT1122993005).  
Motion by Supervisor Schatzman to approve.  
Seconded by Supervisor Kohlmann.  
*Motion Passed Unanimously.*
  - ii. Recommendation of approval for a Zoning Code Text Amendment to Section 17.02(14)(g)11, related to fences.  
Motion by Supervisor Charlier to approve.  
Seconded by Supervisor Schatzman.  
*Motion Passed Unanimously.*
  - iii. Ryan Janssen, representing Avery & Birch, for a recommendation for Conceptual Approval of a new building consisting of a three-story salon suite facility, located at 21055 Crossroad Circle.  
Motion by Supervisor Schatzman to table to the December 19 Town Board meeting.  
Seconded by Supervisor Kohlmann.  
*Motion Passed Unanimously.*
- b. Sanitary District No. 4
  - i. Discussion and possible action regarding the acceptance of the utilities for the Crosswinds Preserve development located at 760 N Brookfield Road.  
Motion by Supervisor Stanelle to approve.  
Seconded by Supervisor Charlier.  
*Motion Passed Unanimously.*
  - ii. Discussion and possible action regarding the Sewer Rate Study.  
Motion by Supervisor Schatzman to approve the 2024 sewer rate increase as presented with an annual rate review.  
Seconded by Supervisor Kohlmann.  
*Motion Passed Unanimously.*
  - iii. Discussion and possible action regarding the proposed 2024 Sanitary District No. 4 Budget.  
Motion by Supervisor Charlier to approve the budget as presented.  
Seconded by Supervisor Kohlmann.  
*Motion Passed Unanimously.*

9) APPROVAL OF VOUCHERS AND CHECKS.

Motion by Supervisor Schatzman to approve vouchers dated 11/15/2023-12/5/2023 in the amount of \$232,581.57.  
Seconded by Supervisor Stanelle.  
*Motion Passed 4-0 with Supervisor Kohlmann voting present.*

10) COMMUNICATION AND ANNOUNCEMENTS.

Supervisor Schatzman complimented the fall edition of the Town Tidings.

11) ADJOURN.

Motion by Supervisor Kohlmann to adjourn at 7:31 p.m.  
Seconded by Supervisor Charlier.  
*Motion Passed Unanimously.*

Respectfully submitted,  
Tom Hagie  
Town Administrator/Interim Clerk

## Agreement for Professional Services

This Agreement is effective as of January 1, 2024, between Town of Brookfield (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2024 Town of Brookfield Municipal Planning Services**

**Client's Authorized Representative:** Tom Hagie  
**Address:** 645 N. Janacek Road, Brookfield, Wisconsin, 53045, United States  
**Telephone:** 262.796.3788 **email:** administrator@townofbrookfield.com

**Project Manager:** Brea Grace  
**Address:** 501 Maple Avenue, Delafield, Wisconsin 53018  
**Telephone:** 608.977.0002 **email:** bgrace@sehinc.com  
**Additional Staff:**

Bryce Hembrook **Telephone:** 414.949.8914 **email:** bhembrook@sehinc.com

**Scope:** The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

### **Property Location:**

Town of Brookfield, 645 N. Janacek Road, Brookfield, WI 53045, Waukesha County, Wisconsin.

### **Project Understanding/Scope:**

We understand that the Town is interested in hiring a planner that will be the primary point of contact for applicants that need planning/zoning permitting and Architectural Committee, Plan Commission and Town Board approval. The planner will understand the approval process and help applicants from initial conversations through final decisions. The planner will conduct regularly scheduled office hours to assist applicants and the town on planning related matters.

The planner will need to be well organized to track projects. We also understand that the planner will need to have extensive knowledge of the Town's zoning code. This will enable the planner to provide proper direction for both applicants and Town matters. Our planning team recently drafted a Comprehensive Plan for the Town of Brookfield. The knowledge base from this project has been instrumental in assisting the Town with future planning related decisions. Our team is currently drafting a Comprehensive Outdoor Recreation Plan and updating the Town's Zoning Ordinance. Our team has expertise in Waukesha County shoreland zoning; federal, state, and local floodplain regulations; and many ongoing land use matters in the Town of Brookfield.

### **Town On-Going Planner Tasks:**

As the Town Planner, we will perform tasks on an ongoing basis. These tasks include:

- Pre-application meetings with members of the public and processing of applications to the Plan Commission and Town Board, as well as to the Board of Appeals and Architectural Control Committee on an as needed basis.
- Review and recommendation at Town meetings for action on applications.
- Preparation of the monthly Board of Appeals, Architectural Control Committee, and Plan Commission agendas and packets. Assistance with the preparation of the Town Board agendas and packets.
- Preparation of public hearing notices.
- Preparation of municipal code minor text revisions relating to planning and zoning matters.
- Attendance at monthly Plan Commission and Town Board meetings.
- Attendance at Board of Appeals and Architectural Control Committee meetings as required.
- Attendance at planning staff meetings.
- Conducting office hours at the Town Hall, at times to be mutually determined by the Town Administrator and the Consultant. Office hours are planned to be two half days for a total of 8 hours per week. The planner will return phone calls, meet with applicants, and conduct planning related work during these hours. ***These hours may need to change based on applicant volume and customer service expectations. No changes will be made without Town Administrator written approval.***

#### **Town Planner Time for Town Tasks:**

- All time that is related to typical Town funded planning tasks will be billed on a lump sum monthly basis. These tasks include office hours, initial phone calls and meetings with applicants, attending internal staff meetings and attending Plan Commission and Town Board meetings. Essentially, this includes all normal planning efforts that are not related to a reimbursable project/application or Town-initiated project-based service.

#### **Town Planner Time Related to Applicant Reimbursement:**

- Once a project has a professional reimbursement form on file with the Town, the Town will be billed on an hourly rate that will be passed through to the applicant.
- Detailed invoices of time spent, and actual tasks will be provided to the Town for each project/application on a monthly basis.

#### **Project-Based Services:**

- Project-based services are for specific requested projects that are not part of the day-to-day planning duties.
- Once a project is defined and direction from the Town is given, a new billing project number will be assigned to the project. A separate budget and scope will be defined with each new project. If a project warrants a separate Supplemental Letter of Agreement (SLA), an SLA will be prepared.
- Typical projects may include comprehensive planning, economic development planning, zoning code text and map updates, planning studies, and the development of website materials and application forms/checklists, etc.

**Schedule:** Said work, as described in Scope, will be completed *as mutually agreed upon* after receipt of signed contract and all items to be furnished by client. The term of this agreement is from January 1, 2024 to December 31, 2024.

#### **Payment:**

**Town Planner Time for Town Tasks:** Will be billed on a lump sum basis of **\$5,000/month from January 1, 2024-June 30, 2024 and \$5,250/month from July 1, 2024-December 31, 2024**. The rate increase is a result of mid-year employee pay increases. See attached Exhibit A-2. Alternatively, at any time the Town may request that SEH bill based on time and expense, which would then consist of the rates specified for applicant reimbursement. The request shall be made in writing at least 30 days prior to change in billing. See below.

The billing rate on a time and expense basis will be as follows:

Brea Grace	\$175/hour
Bryce Hembrook	\$140/hour January 1, 2024-June 30, 2024
	\$142/hour July 1, 2024-December 31, 2024

**Town Planner Time Related to Applicant Reimbursement:** Will be billed on a time and expense basis. The billing rate for the Town Planner will be \$140/hour between January 1, 2024-June 30, 2024 and \$142/hour between July 1, 2024-December 31, 2024 per hour. The billing rate for the Senior Municipal Planner will be \$175 per hour. The Town Planner will conduct a majority of business, but if a specific project warrants it, the Senior Municipal Planner will complete or assist with the review. Our firm will not bill for the time spent reviewing another planner's work or planner oversight. See attached Exhibit A-1.

**Project Based Services:** Will be billed on a time and expense basis not to exceed an amount agreed to by the Town Administrator. See attached Exhibit A-1 for billing rates. The budget will be defined with a supplemental letter agreement or as defined above.

**Other Terms and Conditions:** Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

**Short Elliott Hendrickson Inc.**

**Town of Brookfield**



By: \_\_\_\_\_  
Full Name: Brea Grace  
Title: Community Development Specialist II

By: \_\_\_\_\_  
Full Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A-1**  
**to Agreement for Professional Services**  
**Between Town of Brookfield (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated November 21, 2023**

**Payments to Consultant for Services and Expenses**  
**Using the Hourly Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Hourly Basis Option**

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

**B. Expenses**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

**C. Equipment Utilization**

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

**Exhibit A-2**  
**to Agreement for Professional Services**  
**Between Town of Brookfield (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated November 21, 2023**

**Payments to Consultant for Services and Expenses**  
**Using the Lump Sum Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Lump Sum Basis Option**

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

**B. Expenses Not Included in the Lump Sum**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

# General Conditions of the Agreement for Professional Services

## SECTION I – SERVICES OF CONSULTANT

### A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement (“Services”). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant’s services under this Agreement are being performed solely for the Client’s benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

### B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant’s obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant’s control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

### C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant’s effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant’s standard rates.

### D. Suspension and Termination

1. If Consultant’s services are delayed or suspended in whole or in part by Client, or if Consultant’s services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days’ written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

## SECTION II – CLIENT RESPONSIBILITIES

### A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client’s requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant’s Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant’s Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant’s reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant’s employees related to inappropriate or unwelcomed actions by Client or Client’s employees or agents. This shall include, but not be limited to, providing access to Client’s employees for Consultant’s investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant’s employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client’s facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client’s employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant’s employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

## SECTION III – PAYMENTS

### A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
  - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

## SECTION IV – GENERAL CONSIDERATIONS

### A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
- Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

### B. Indemnity for Environmental Issues

- Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

### C. Limitations on Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

### D. Assignment

- Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

### E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

## SECTION V – INTELLECTUAL PROPERTY

### A. Proprietary Information

- All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

### B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

### C. Reuse of Documents

- All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

**Ord. No.: 2023-07**

**ORDINANCE REPEALING AND RECREATING SECTIONS 14.01(3) AND 14.03(3)(A),  
AND CREATING SECTIONS 14.01(8) AND 14.03(3)(E), OF THE MUNICIPAL CODE  
OF THE TOWN OF BROOKFIELD**

---

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

**SECTION 1:** Section 14.01(3) of the Town Code is hereby repealed and recreated as  
follows:

- (3) State codes adjoined. Except as otherwise specifically provided herein, the provisions of the Wisconsin Administrative Code, Chs. SPS 320-325, the Uniform Dwelling Code, Chs. SPS 361-366, the Wisconsin Commercial Building Code, and Chs. SPS 375-379, Buildings Constructed Prior to 1914, are hereby made part of this code by reference.

**SECTION 2:** Section 14.01(8) of the Town Code is hereby created as follows:

- (8) Delegated appointed agent municipality. The Town has adopted the Appointed Agent Municipality Status as described in SPS 361.60 and SPS 382 of the Wisconsin Administrative Code.
- (a) Responsibilities. The Town shall assume the following responsibilities for the State of Wisconsin Department of Safety and Professional Services:
1. Provide inspection of commercial buildings with certified commercial building inspectors.
  2. Provide plan examination of commercial buildings with certified commercial building inspectors.
- (b) Plan examination. Drawings, specifications and calculations for all the types of buildings and structures, except state-owned buildings and structures and other structures exempted in SPS 361.03(3) & SPS 382, to be constructed within Town limits shall be submitted, if the plans are for any of the following:
1. A new building or structure.
  2. An addition to a building, structure, or building system such as fire alarm, sprinkler, plumbing, or HVAC system.

3. An alteration of a building space, element, or structure, including alteration of an existing fire alarm system, fire sprinkler system, plumbing system, HVAC system, or replacement of equipment or fixtures within those systems.

(c) Jurisdictional waiver. The Town may waive its jurisdiction for the plan review of a specific project or types of projects, or components thereof, in which case plans and specifications shall be submitted to the Department of Safety and Professional Services for review and approval. The Department of Safety and Professional Services may waive its jurisdiction for the plan review of a specific project, where agreed to by the Town, in which case plans and specifications shall be submitted to the Town for review and approval.

SECTION 3: Section 14.03(3)(a) of the Town Code is hereby repealed and recreated as follows:

- (a) An application shall include four sets of plans or one set of plans with three project cover sheets. In all instances, the plans shall be signed and sealed as required by SPS 361.31 or SPS 382, one set of specifications, component and system plans, and calculations demonstrating compliance with the Town's Code. The application, plans, specifications and applicable documents filed by an applicant for a permit shall be reviewed by the Building Inspector. If they are found to conform to the requirements of this code and all other applicable laws or ordinances, the Building Inspector shall upon receipt of the required fee, issue a permit.

SECTION 4: Section 14.03(3)(e) of the Town Code is hereby created as follows:

- (e) Electronic or digital media format. Nothing in this code or chs. SPS 361 to 366 and SPS 380–387 is intended to prohibit the submission and acceptance of plans and construction documents in an electronic or digital media format. However, if plans are approved electronically, two sets of hard copies bearing the approval stamp of the reviewer is still required to be submitted prior to permit issuance.

SECTION 5: All other provisions of the Town Code shall remain in full force and effect.

SECTION 6: All ordinances or parts of this Ordinance conflicting or contravening the provisions of this Ordinance are hereby repealed.

SECTION 7: This Ordinance shall take effect upon passage and posting or publication as provided by law.

[Signature Page to Follow]

**PASSED AND ADOPTED** by the Town Board of the Town of Brookfield, Waukesha

County, Wisconsin this \_\_\_\_\_, day of \_\_\_\_\_, \_\_\_\_\_.

BY: \_\_\_\_\_  
KEITH HENDERSON, Chairman

BY: \_\_\_\_\_  
STEVE KOHLMANN, Supervisor

BY: \_\_\_\_\_  
JOHN CHARLIER, Supervisor

BY: \_\_\_\_\_  
JOHN R. SCHATZMAN, Supervisor

BY: \_\_\_\_\_  
RYAN STANELLE, Supervisor

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Ord. No.: 2023-08**

**ORDINANCE REPEALING AND RECREATING SECTIONS 5.23(1) AND 5.23(1)(a) of  
THE MUNICIPAL CODE OF THE TOWN OF BROOKFIELD**

---

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

**SECTION 1:** Section 5.23(1) and 5.23(1)(a) of the Town Code is hereby repealed and  
recreated as follows:

- (1) Fire Department review. One copy of approved plans and calculations, if approval is required by Wisconsin Statutes, rules or regulations, and one copy of cut sheet on all fire-protection and/or fire alarm equipment be submitted electronically to and approved by the Fire Department Bureau of Fire Prevention.
  - (a) One hard copy of approved plans, if approval is required by Wisconsin Statutes, rules or regulations be submitted by mail to the Fire Department Bureau of Fire Prevention.

**SECTION 2:** All other provisions of the Town Code, including Sections 5.23(1)(b)–(f),  
shall remain in full force and effect.

**SECTION 3:** All ordinances or parts of this Ordinance conflicting or contravening the  
provisions of this Ordinance are hereby repealed.

**SECTION 4:** This Ordinance shall take effect upon passage and posting or publication as  
provided by law.

[Signature Page to Follow]

**PASSED AND ADOPTED** by the Town Board of the Town of Brookfield, Waukesha

County, Wisconsin this \_\_\_\_\_, day of \_\_\_\_\_, \_\_\_\_\_.

BY: \_\_\_\_\_  
KEITH HENDERSON, Chairman

BY: \_\_\_\_\_  
STEVE KOHLMANN, Supervisor

BY: \_\_\_\_\_  
JOHN CHARLIER, Supervisor

BY: \_\_\_\_\_  
JOHN R. SCHATZMAN, Supervisor

BY: \_\_\_\_\_  
RYAN STANELLE, Supervisor

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Town Chairman Keith Henderson called the meeting to order at 7:00pm on Tuesday, November 28, 2023, at the Town of Brookfield Town Hall, 645 North Janacek Road, Brookfield, Wisconsin. Also present at the meeting was Supervisor Ryan Stanelle; Commissioners Jeremy Watson, Len Smeltzer, and Kevin Riordan; and Town Planner Bryce Hembrook. Commissioners Gordon Gaeth and William Neville were absent and excused.

**TOWN OF BROOKFIELD FOR A RECOMMENDATION OF APPROVAL FOR A ZONING CODE TEXT AMENDMENT TO SECTION 17.02(14)(G)11, RELATED TO FENCES**

Commissioner Watson moved to **recommend to the Town Board to approve option 1** of the proposed Zoning Code Text Amendment to Section 17.02(14)(g)11 related to fences.

The motion was seconded by Commissioner Riordan. The motion carried. Smeltzer opposed.

**RYAN JANSSEN, REPRESENTING AVERY & BIRCH, FOR A RECOMMENDATION FOR CONCEPTUAL APPROVAL OF A NEW BUILDING CONSISTING OF A THREE-STORY SALON SUITE FACILITY, LOCATED AT 21055 CROSSROAD CIRCLE**

Commissioner Watson moved to **recommend conceptual approval** of a new building consisting of a three-story salon suite facility, located at 21055 Crossroad Circle.

The motion was seconded by Supervisor Stanelle. The motion carried.

**STEVE MCCLEARY (RA SMITH, INC.) REPRESENTING DISCOUNT TIRE, FOR A RECOMMENDATION FOR SITE PLAN APPROVAL FOR PROPOSED CHANGES TO THE SUBJECT PROPERTY SITE PLAN TO EXPAND PARKING AREA ON NORTH SIDE OF THE PROPERTY AND ALONG THE BUILDING AND TO UPDATE THE LANDSCAPING PLAN, LOCATED AT 20120 WEST BLUEMOUND ROAD**

Commissioner Watson moved to **recommend site plan approval** proposed changes to the subject property site plan to expand parking area on north side of the property and along the building and to update the landscaping plan, located at 20120 West Bluemound Road.

The motion was seconded by Supervisor Stanelle. The motion carried. Riordan abstained.



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: November 21, 2023  
PC MEETING DATE: November 28, 2023

RE: **Avery & Birch – Conceptual Approval**  
**21055 Crossroads Circle BKFT1129999007**

SEH No. 171421, TASK 38

**Applicant:** Ryan Janssen (Avery & Birch)

**Application Type:** Conceptual Approval

### Request

Conceptual approval of a new building consisting of a three-story salon suite facility, located at 21055 Crossroads Circle.

### Summary of Request

- Zoning District = B-2 Limited General Business District
- Currently a vacant 3.6 acre parcel in an office park.
  - Quest Interiors received final approval for their facility on the subject property earlier this year, but decided to no longer pursue the project.
- The applicant intends to split the existing lot into 2 lots.
  - Proposed lot size = Approximately 1.7 acres or 74,052 square feet.
  - This will require a certified survey map review and approval.
- Proposed structure = 17,619 total square foot three-story facility with salon suites. Approximately 5,875 square feet each floor.
- Approximately 77 parking stalls currently proposed, including 2 handicap stalls.
  - The proposed use is likely considered a personal service use, which requires one space per 200 square feet of gross floor area, plus one space per employee for the work shift with the largest number of employees.
  - According to the code, 88 parking spaces are required for the square footage and the number of employees is unknown at this time.
  - The proposed site plan shows a drive access connection to the future lot to the north.
- Proposed setbacks:
  - Front = 220+'
  - Side = 66' north and 47' south

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 501 Maple Avenue, Delafield, WI 53018-9351  
SEH is 100% employee-owned | [sehinc.com](http://sehinc.com) | 262.646.6855 | 888.908.8166 fax

- Rear = 67'
- All building setbacks will meet code requirements.
- The pavement setback along the Crossroads Circle right-of-way appears to not meet the 10' requirement (8' is proposed).
- Sum total of floor area
  - Proposed = 23.79% 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.
- No building height dimensions were provided but the building will likely meet the 45' height requirement.
- There are single-family residences directly to the west of the subject property, but only one of the adjacent parcels is zoned residential. The applicant intends to keep the existing landscaping to serve as a buffer for the residential properties.

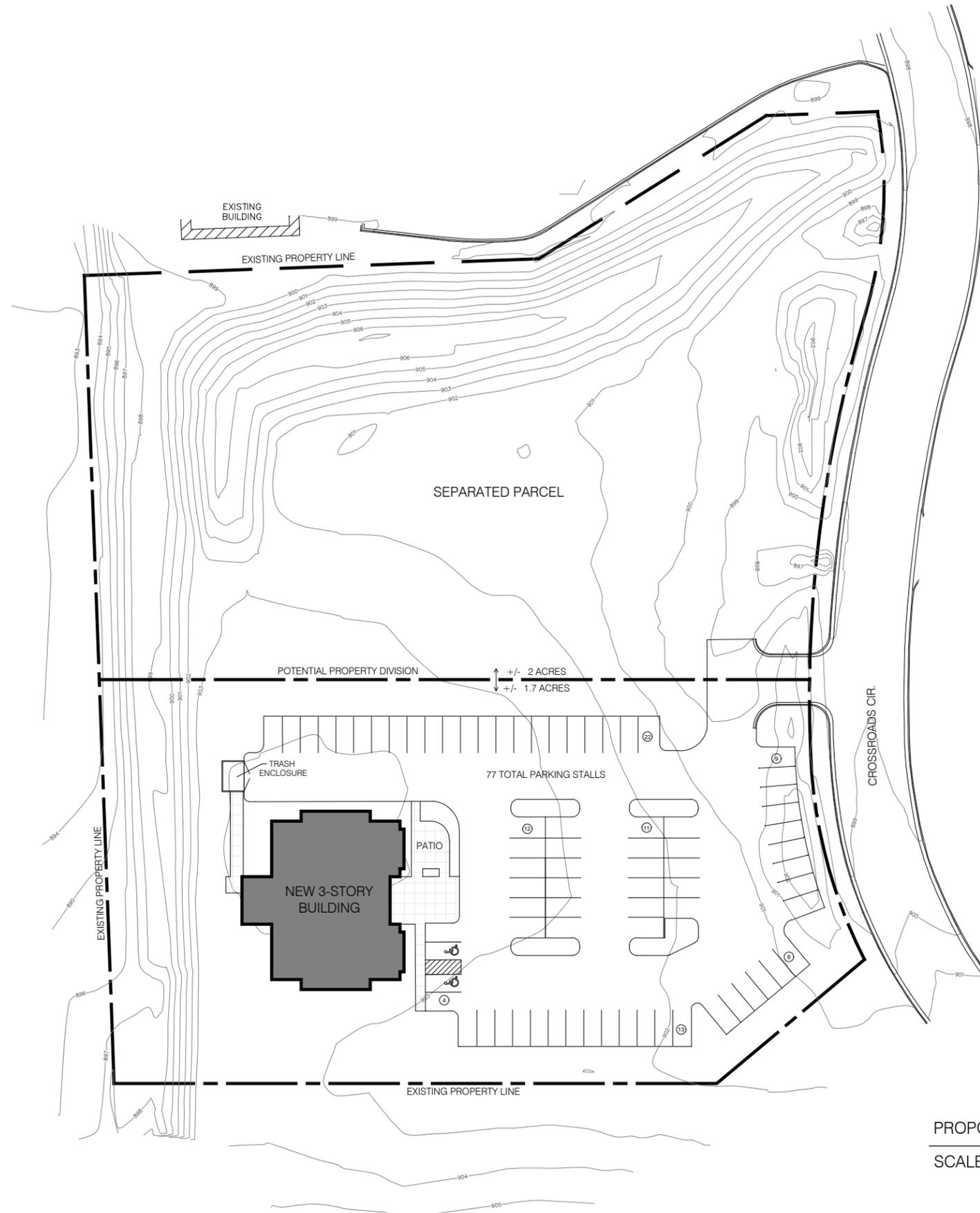
The development review team has provided some initial feedback regarding the plans, but most of the comments or concerns can be addressed later in the review process. The purpose of conceptual project review shall be to determine the best use of a building site. The Plan Commission will consider the proposed land use and its compatibility with adjacent land uses. The Plan Commission should consider ingress and egress, off-street parking, and internal traffic patterns.

**Staff Recommendation**

Per the discretion of the Plan Commission.

*Avery and Birch*  
beauty studios



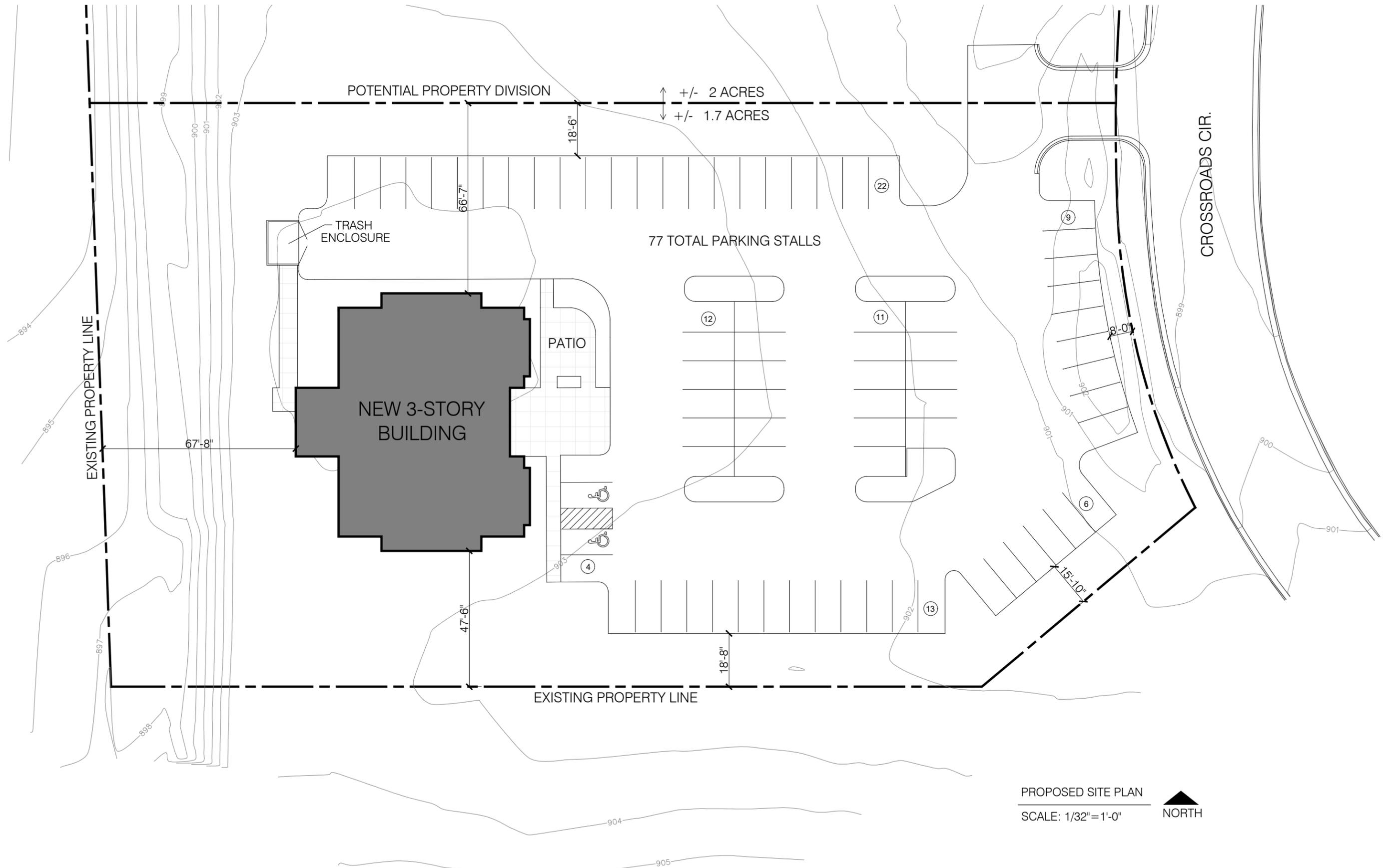


PROPOSED SITE PLAN

SCALE: 1/64" = 1'-0"



NORTH



PROPOSED SITE PLAN  
 SCALE: 1/32"=1'-0" 



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: November 21, 2023  
PC MEETING DATE: November 28, 2023

RE: **Discount Tire – Site Plan Review**  
**20120 W Bluemound Rd BKFT1123999001**

SEH No. 171421, TASK 37

**Applicant:** Steve McCleary (ra Smith, Inc), representing Discount Tire

**Application Type:** Site Plan and Landscaping Plan Review

### Request

Review and approve proposed changes to the subject property site plan to expand parking area on north side of the property and along the building and to update the landscaping plan.

### Summary of Request

- Discount Tire is in the process of moving into the existing F&F Tire building and plan to expand their parking area. The use of the property will remain the same.
- The Architectural Review Committee reviewed and approved changes to the proposed exterior alteration changes and approved two signs.
- Proposing to remove five existing parking stalls on north side and expand the parking lot to the north. The new northern parking lot will consist of 17 parking stalls and a trash enclosure.
- The applicant is also requesting to add three parking stalls near the southeast side of the building. Two of the three parking stalls will be ADA-compliant.
- The existing site has 37 parking stalls and the proposed site plans shows 49 parking stalls.
- The applicant has also provided a landscaping plan for the new parking area and shows the existing landscaping.
  - The Town Engineer will review the proposed landscaping and determined that the plan meets code requirements and I will provide an update at the Plan Commission meeting.

### Staff Recommendation

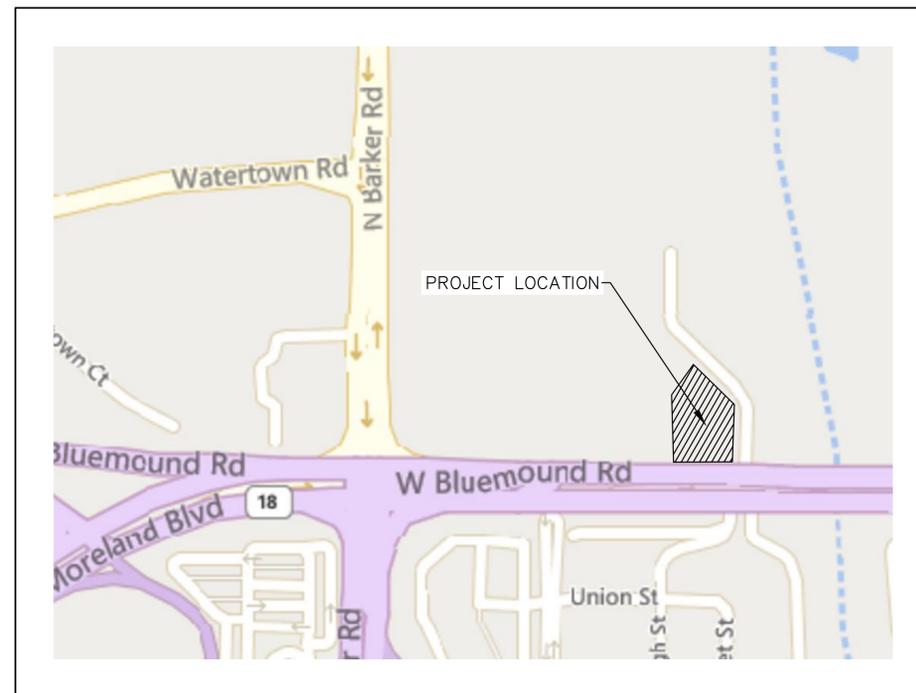
Per the discretion of the Plan Commission.

Engineers | Architects | Planners | Scientists

**Short Elliott Hendrickson Inc.**, 501 Maple Avenue, Delafield, WI 53018-9351  
SEH is 100% employee-owned | [sehinc.com](http://sehinc.com) | 262.646.6855 | 888.908.8166 fax

# SITE DEVELOPMENT PLANS FOR DISCOUNT TIRE 20120 WEST BLUEMOUND ROAD BROOKFIELD, WI 53045

## VICINITY MAP



## PLAN INDEX

SHEET NO.	DESCRIPTION
C000	TITLE SHEET
C100	DEMOLITION PLAN
C200	SITE PLAN
C300	GRADING AND EROSION CONTROL PLAN
C400	UTILITY PLAN
C500	EROSION CONTROL DETAILS
C501	SPECIFICATIONS & SITE DETAILS
L100	LANDSCAPE PLAN

PLAN PREPARED BY:  
CHRISTOPHER WHITE  
R.A. SMITH, INC.  
(262) 317-3286  
christopher.white@rasmith.com

45676-6    10/16/2023  
NUMBER    DATE



Know what's below.  
Call before you dig.

R.A. SMITH, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF R.A. SMITH, INC.  
ALL COPYRIGHTS TO THESE DRAWINGS ARE RESERVED. THEY MAY NOT BE COPIED, CHANGED, OR ASSIGNED TO ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING THE EXPRESSED WRITTEN PERMISSION OF R.A. SMITH, INC.

PLAN DATE: 10/16/2023			
REVISIONS	ISSUE DATE	SHEET NO.'S	ISSUED FOR:

**DEVELOPER/OWNER:**  
BR OF WISCONSIN 19 LLC  
PO BOX 13125  
MILWAUKEE, WI 53213-0125

**CIVIL ENGINEER/LANDSCAPE ARCHITECT:**

**raSmith**  
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road  
Brookfield, WI 53005-5938  
(262) 781-1000  
rasmith.com

**FIELD DATE**  
JULY 25, 2023

**HORIZONTAL DATUM**  
Wisconsin State Plane Coordinate System, South Zone (NAD 27).  
(same as adjoining CSM 11798)

**REFERENCE POINTS**  
Concrete Mon with Alum Cap at West 1/4 corner (Barker Rd)  
N. 384169.49  
E. 2490103.70

**VERTICAL DATUM**  
NAVD 1988(12)

**STARTING BENCHMARK**  
Concrete Mon with Alum Cap at West 1/4 corner (Barker Rd) elev  
832.48 (per GPS observation on tie sheet)  
384169.49  
E. 2490103.70

**SITE BENCHMARKS**

#1002 - SW bolt on Hydrant on West side of Poplar Creek Drive,  
elevation 846.67  
Door Sill at main Entrance, South side of Building, elevation 848.99

**Disclaimer:**  
The above vertical and horizontal reference points were measured on the field date listed hereon for the purpose of locating visible improvements and elevations illustrated on the design survey. The reference points are not intended for construction purposes nor is the perpetuation and/or protection of the reference points ensured. All reference points must be field verified prior to use in construction and/or layout staking.

DESCRIPTION  
DATE

16745 W. Bluemound Road  
Brookfield, WI 53005-5938  
(262) 781-1000  
rasmith.com



Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI  
Cedarburg, WI | Naperville, IL | Irvine, CA

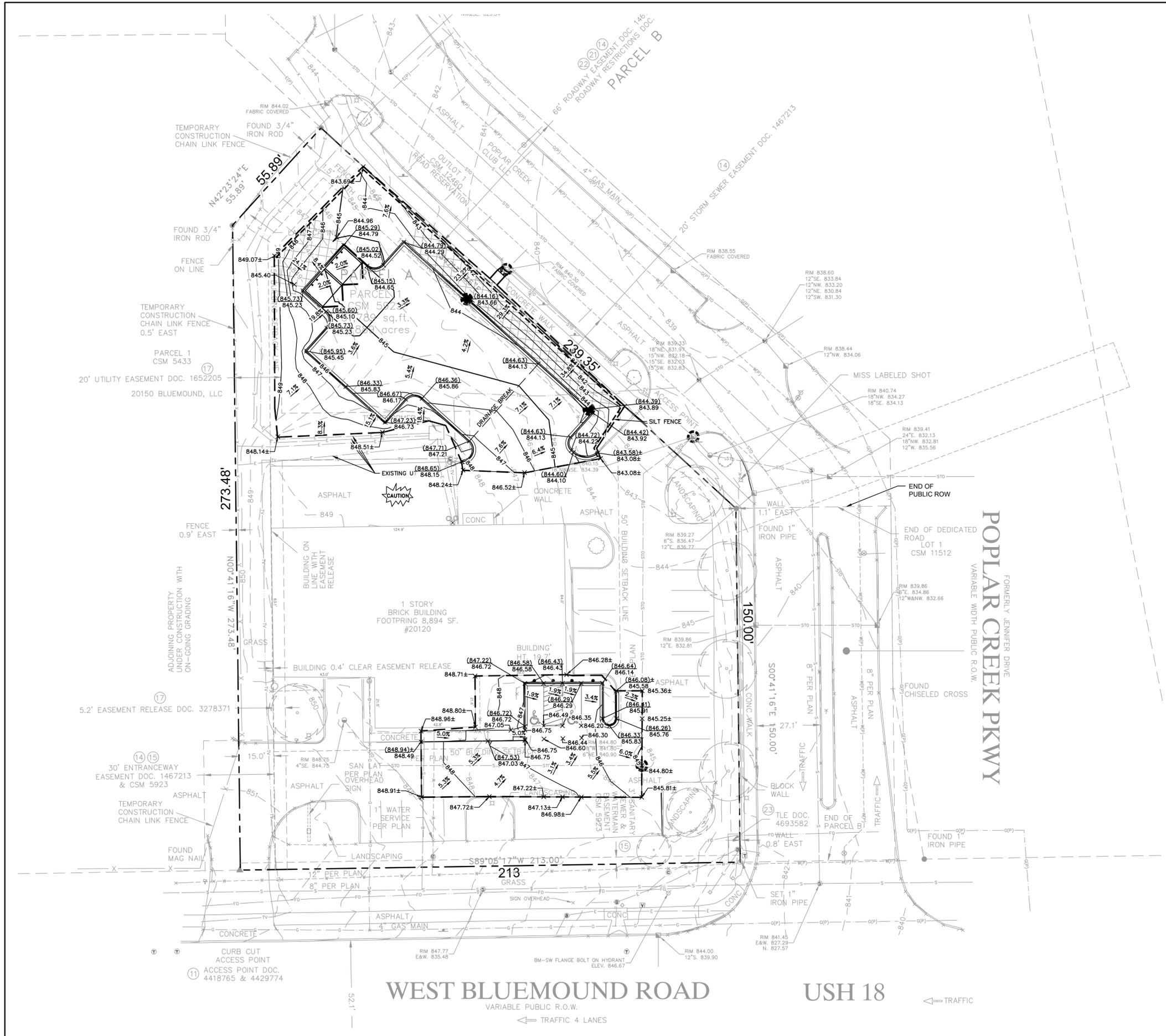
DISCOUNT TIRE - WIE 12885  
TOWN OF BROOKFIELD  
TITLE SHEET

© COPYRIGHT 2023  
R.A. Smith, Inc.  
DATE: 10/16/2023  
SCALE: NTS  
JOB NO. 3230120  
PROJECT MANAGER:  
ROBERT J. HARLEY, P.E.  
DESIGNED BY: EMG  
CHECKED BY: CBW  
SHEET NUMBER  
C000

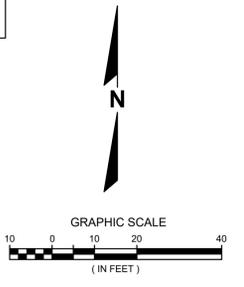
PRELIMINARY, FOR REVIEW ONLY







NOTES:  
 HORIZONTAL DATUM: NAD27  
 VERTICAL DATUM: NAVD 1988 (12)



**LEGEND**

- PROPERTY LINE
- HIGH SIDE OF CURB
- - - - - EXISTING 5-FT CONTOUR
- - - - - EXISTING 1-FT CONTOUR
- 845 — PROPOSED 5-FT CONTOUR
- 846 — PROPOSED 1-FT CONTOUR
- 841.25
- 841.22±
- LIMITS OF DISTURBANCE (0.36 AC)
- ⊗ INLET PROTECTION
- ⊞ EROSION CONTROL MATTING

**GENERAL NOTES:**

1. ALL SIDEWALKS TO BE SLOPED AT LESS THAN 5.0% AND NO MORE THAN 2.0% CROSS SLOPE.
2. THE PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED ACCORDING TO THE D.O.T. STANDARD SPECIFICATIONS, LOCAL ORDINANCES AND SPECIFICATIONS, AND RECOMMENDATIONS IN THE GEOTECHNICAL REPORT.
3. THE CONTRACTOR SHALL MAINTAIN SITE DRAINAGE THROUGHOUT CONSTRUCTION. THIS MAY INCLUDE THE EXCAVATION OF TEMPORARY DITCHES OR PUMPING TO ALLEVIATE WATER PONDING.
4. SILT FENCE AND OTHER EROSION CONTROL FACILITIES MUST BE INSTALLED PRIOR TO CONSTRUCTION OR ANY OTHER LAND DISTURBING ACTIVITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EROSION CONTROL FACILITIES ONCE THE THREAT OF EROSION HAS PASSED WITH THE APPROVAL OF THE GOVERNING AGENCY.
5. THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATIONS OF ALL GRADING AND FOR ACTUAL LAND BALANCE, INCLUDING UTILITY TRENCH SPOIL. THE CONTRACTOR SHALL IMPORT OR EXPORT MATERIAL AS NECESSARY TO COMPLETE THE PROJECT.
6. NO FILL SHALL BE PLACED ON A WET OR SOFT SUBGRADE. THE SUBGRADE SHALL BE PROOF-ROLLED AND INSPECTED BY THE GEOTECHNICAL ENGINEER BEFORE ANY MATERIAL IS PLACED.

DATE	DESCRIPTION

16745 W. Bluemound Road  
 Brookfield, WI 53005-5938  
 (262) 781-1000  
 rasmith.com

**raSmith**  
 CREATIVITY BEYOND ENGINEERING

Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI  
 Cedarburg, WI | Naperville, IL | Irvine, CA

**DISCOUNT TIRE - WIE 12885  
 TOWN OF BROOKFIELD  
 GRADING AND EROSION CONTROL PLAN**



Know what's below.  
 Call before you dig.

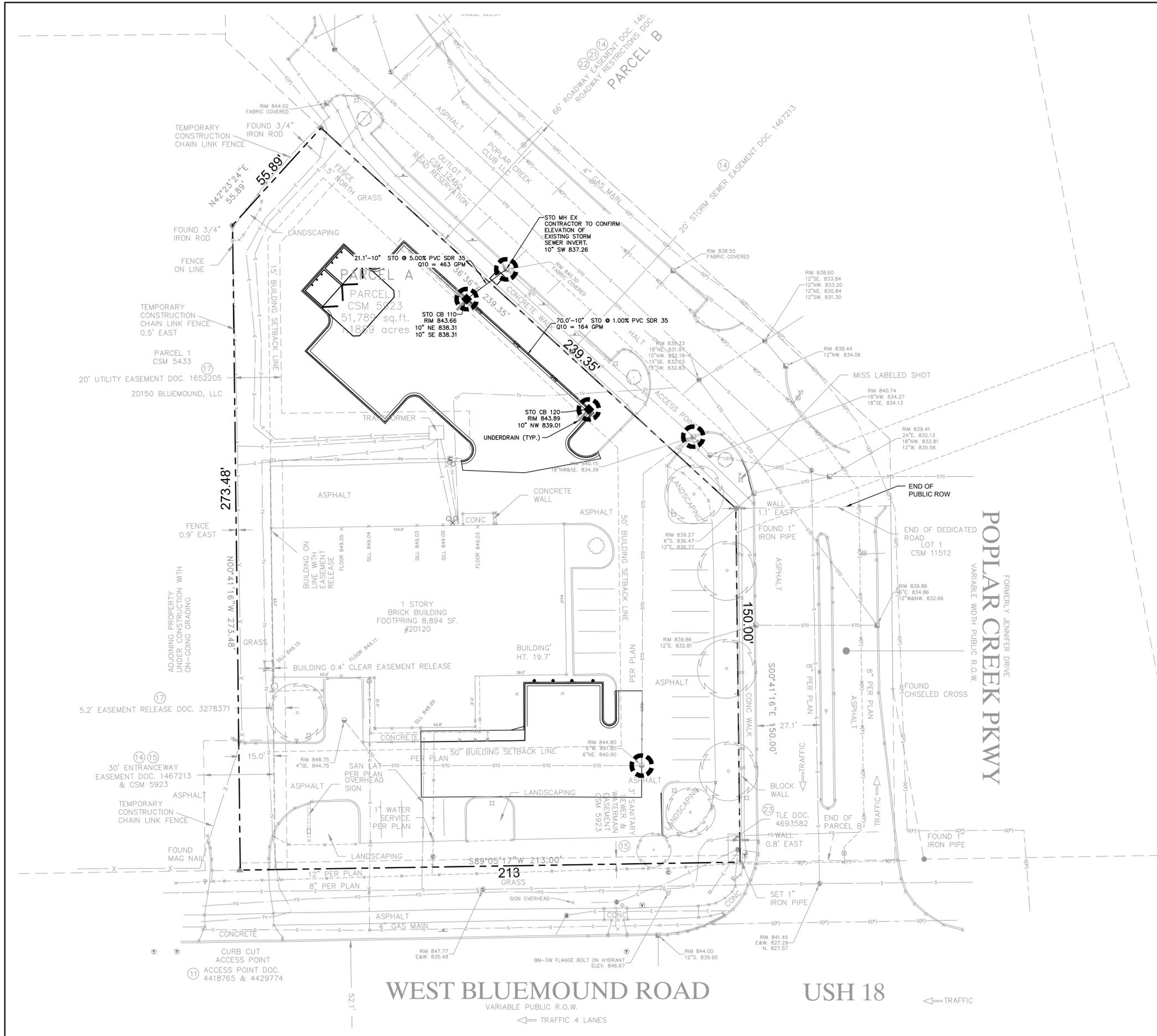
R.A. SMITH, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN, WITHOUT THE EXPRESSED WRITTEN CONSENT OF R.A. SMITH, INC.  
 ALL COPYRIGHTS TO THESE DRAWINGS ARE RESERVED. THEY MAY NOT BE COPIED, CHANGED, OR ASSIGNED TO ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING THE EXPRESSED WRITTEN PERMISSION OF R.A. SMITH, INC.

**WEST BLUEMOUND ROAD**  
 VARIABLE PUBLIC R.O.W.  
 ← TRAFFIC 4 LANES

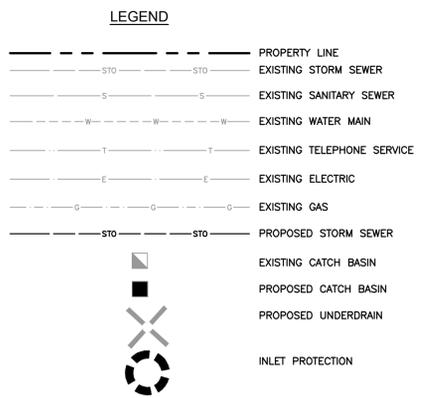
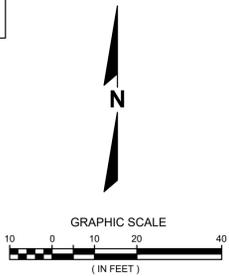
**USH 18**  
 ← TRAFFIC

© COPYRIGHT 2023 R.A. Smith, Inc.
DATE: 10/16/2023
SCALE: 1" = 20'
JOB NO. 3230120
PROJECT MANAGER: ROBERT J. HARLEY, P.E.
DESIGNED BY: EMG
CHECKED BY: CBW
<b>SHEET NUMBER</b>
<b>C300</b>

PRELIMINARY, FOR REVIEW ONLY



NOTES:  
 HORIZONTAL DATUM: NAD27  
 VERTICAL DATUM: NAVD 1988 (12)



**UTILITY NOTES:**

CONTRACTOR TO MAINTAIN MINIMUM 12" CLEARANCE WHEN WATER MAIN CROSSES ABOVE SEWER. CONTRACTOR TO MAINTAIN MINIMUM 18" CLEARANCE WHEN WATER SERVICE CROSSES BELOW SEWER.

BEFORE PROCEEDING WITH ANY UTILITY CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE EACH EXISTING LATERAL OR POINT OF CONNECTION AND VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES. IF ANY EXISTING UTILITIES ARE NOT AS SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY FOR POSSIBLE REDESIGN.

CONTRACTOR IS RESPONSIBLE FOR VERIFYING REQUIRED CASTING IS COMPATIBLE WITH SPECIFIED STRUCTURE. IF NOT COMPATIBLE, CONTACT ENGINEER IMMEDIATELY.

CONTRACTOR TO CONFIRM AND VERIFY SITE LIGHTING PLAN WITH ARCHITECTURAL PLANS AND/OR MEP PLANS.

EXISTING WATER LINE LOCATION MAY VARY FROM SHOWN. CONTACT ENGINEER IF CONFLICTS ARE FOUND WITH PROPOSED SEWER ONCE LOCATION IS VERIFIED BY CONTRACTOR.

**WATER SERVICE PIPE MATERIAL:** POLYVINYL CHLORIDE (PVC) PIPE SHALL BE SDR 18, CLASS 150 CONFORMING TO AWWA C900 WITH INTEGRAL ELASTOMERIC BELL AND SPIGOT JOINTS IN ACCORDANCE WITH SECTION 8.20.0 OF SSSWCW.

**STORM SEWER PIPE MATERIAL:** POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS SHALL BE SDR 35 CONFORMING TO ASTM D3034 WITH PUSH-ON RUBBER GASKETED JOINTS CONFORMING TO ASTM D3212.

**SANITARY SEWER PIPE MATERIAL:** POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS SHALL BE SDR 35 CONFORMING TO ASTM D3034 FOR DEPTHS LESS THAN 18 FEET, AND SHALL BE SDR 18 CONFORMING TO AWWA C900 FOR DEPTHS GREATER THAN 18 FEET, BOTH WITH PUSH-ON RUBBER GASKETED JOINTS IN ACCORDANCE WITH SECTIONS 8.10.6 AND 8.41.4 OF SSSWCW.

DATE	DESCRIPTION

16745 W. Bluemound Road  
 Brookfield, WI 53005-5938  
 (262) 781-1000  
 rasmith.com

**raSmith**  
 CREATIVITY BEYOND ENGINEERING

Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI  
 Cedarburg, WI | Naperville, IL | Irvine, CA

**DISCOUNT TIRE - WIE 12885**  
**TOWN OF BROOKFIELD**

**UTILITY PLAN**



Know what's below.  
 Call before you dig.

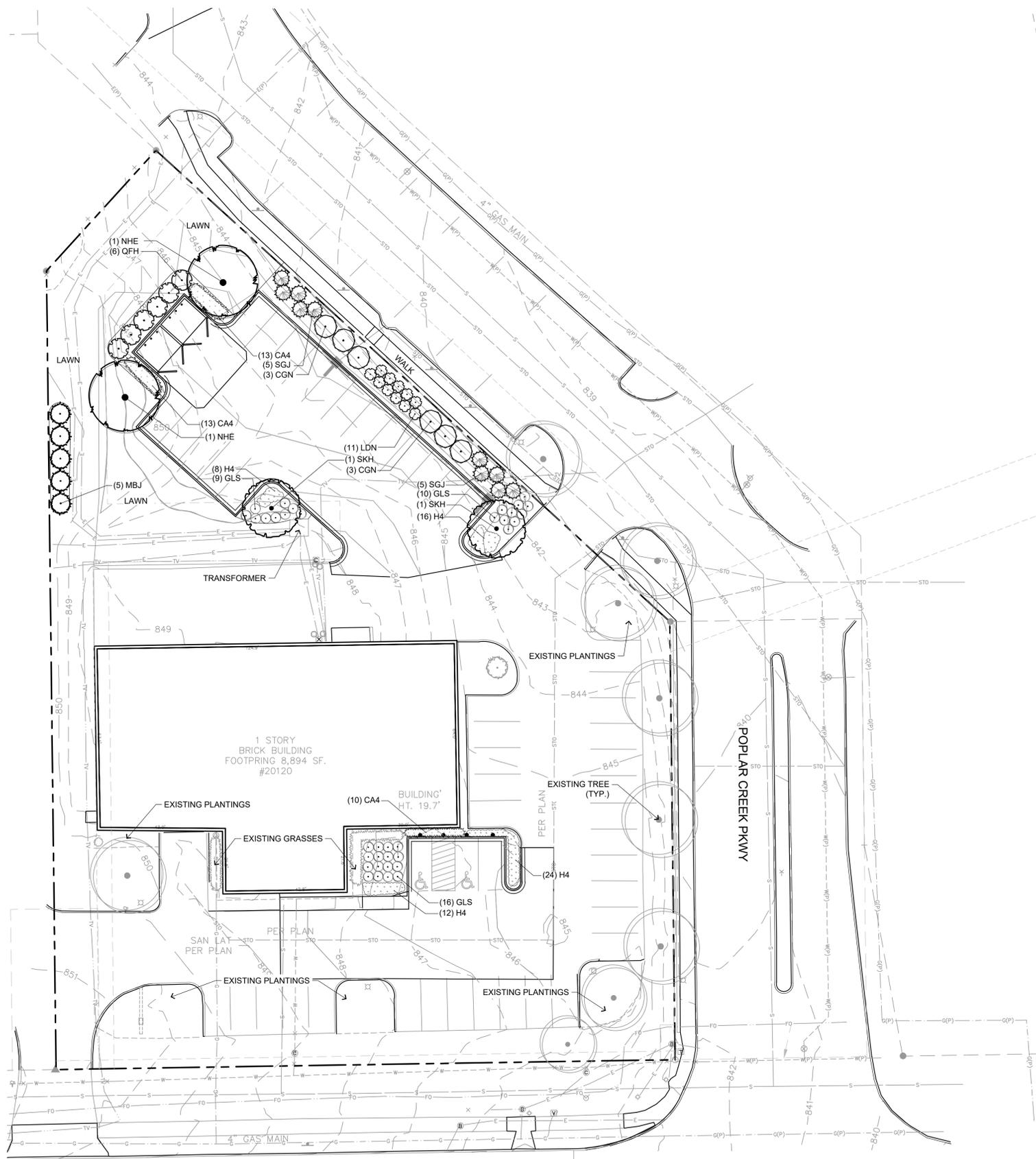
R.A. SMITH, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN, WITHOUT THE EXPRESSED WRITTEN CONSENT OF R.A. SMITH, INC. ALL COPYRIGHTS TO THESE DRAWINGS ARE RESERVED. THEY MAY NOT BE COPIED, CHANGED, OR ASSIGNED TO ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING THE EXPRESSED WRITTEN PERMISSION OF R.A. SMITH, INC.

© COPYRIGHT 2023 R.A. Smith, Inc.
DATE: 10/16/2023
SCALE: 1" = 20'
JOB NO. 3230120
PROJECT MANAGER: ROBERT J. HARLEY, P.E.
DESIGNED BY: EMG
CHECKED BY: CBW
<b>SHEET NUMBER</b>
C400

PRELIMINARY, FOR REVIEW ONLY







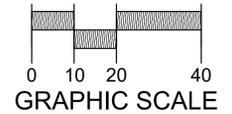
WEST BLUEMOUND ROAD (U.S.H. 18)

**PLANT SCHEDULE SITE**

DECIDUOUS TREES	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
SKH	2	Street Keeper Honey Locust	Gleditsia triacanthos 'Draves'	2' CAL	B&B	Full, matching heads
NHE	2	New Horizon Elm	Ulmus x 'New Horizon'	2' CAL	B&B	Full, matching heads
EVERGREEN TREES	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
MBJ	5	Mountbatten Juniper	Juniperus chinensis 'Mountbatten'	6' HT	B&B	Semi-sheared, fully branched to ground
DECIDUOUS SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
QFH	6	Quick Fire Hydrangea	Hydrangea paniculata 'Quick Fire'	24' HT	CONT.	
CGN	6	Center Glow Ninebark	Physocarpus opulifolius 'Center Glow'	3' HT	CONT.	
LDN	11	Little Devil Dwarf Ninebark	Physocarpus opulifolius 'Little Devil' TM	24' HT	CONT.	
GLS	35	Gro-Low Fragrant Sumac	Rhus aromatica 'Gro-Low'	15' HT	CONT.	
EVERGREEN SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
SGJ	10	Sea Green Juniper	Juniperus chinensis 'Sea Green'	18"SPD	CONT.	
ORNAMENTAL GRASSES	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
CA4	36	Karl Foerster Feather Reed Grass	Calamagrostis x acutiflora 'Karl Foerster'	1 GAL	POT	24" Spacing
PERENNIALS	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
H4	60	Happy Returns Daylily	Hemerocallis x 'Happy Returns'	4 1/2"	POT	18" Spacing

**GENERAL LANDSCAPE NOTES**

- ALL DETAILS AND SPECIFICATIONS TO BE DETERMINED ON FINAL LANDSCAPE PLANS.
- ALL PLANTINGS SHALL COMPLY WITH STANDARDS AS DESCRIBED IN AMERICAN STANDARD OF NURSERY STOCK - ANSI Z60.1 (LATEST VERSION)
- MULCH: ALL PLANTING BEDS TO RECEIVE 3" DEEP LAYER OF SHREDDED HARDWOOD BARK MULCH.
- TURF SEED: DURABLE, PREMIUM COMMERCIAL BLEND.



Know what's below.  
Call before you dig.

THIS PLAN IS FOR MUNICIPAL REVIEW  
NOT FOR BIDDING  
OR CONSTRUCTION PURPOSES

R.A.SMITH, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF R.A.SMITH, INC. ALL COPYRIGHTS TO THESE DRAWINGS ARE RESERVED. THEY MAY NOT BE COPIED, CHANGED, OR ASSIGNED TO ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING THE EXPRESSED WRITTEN PERMISSION OF R.A.SMITH, INC.

DESCRIPTION					
DATE					
<p>16745 W. Bluemound Road Brookfield, WI 53005-5938 (262) 781-1000 rasmith.com</p> <p><b>raSmith</b> CREATIVITY BEYOND ENGINEERING</p> <p>Brookfield, WI   Milwaukee, WI   Appleton, WI   Madison, WI Cedarburg, WI   Naperville, IL   Irvine, CA</p>					
<p><b>DISCOUNT TIRE - WIE 12885</b> <b>TOWN OF BROOKFIELD</b> <b>LANDSCAPE PLAN</b></p>					
<p>© COPYRIGHT 2023 R.A. Smith, Inc. DATE: 10/16/2023 SCALE: 1" = 20' JOB NO. 3230120 PROJECT MANAGER: ROBERT J. HARLEY, P.E. DESIGNED BY: NJW CHECKED BY: REW</p>					
<p><b>SHEET NUMBER</b> L100</p>					

PRELIMINARY, FOR REVIEW ONLY

N:\230120\Drawings\Sheets\3230120\_LSP01.dwg, LANDSCAPE PLAN, 10/16/2023, 8:08:03 AM, em32

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into by and between the Town of Brookfield (“Town”) and EPLEX, LLC (DBA as E-Plan Exam) (“Consultant”). Town and Consultant shall be jointly referred to as the “Parties”.

### RECITALS

WHEREAS Town is seeking Consultant to perform services listed in Exhibit A – Plan Review Services and Fee Schedule, (“Services”);

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Town and Consultant agree as follows:

#### 1. SCOPE OF SERVICES

Consultant will provide the Services to the Client using qualified professionals licensed in the State of Wisconsin to perform work outlined both in this Agreement and Exhibit A.

Plan reviews shall be performed in accordance with Town’s Municipal Code of Ordinances and the Department of Safety and Professional Services regulations in the Wisconsin Administrative Code.

Consultant will perform work at a level of competency in accordance with industry standards, applicable in the State and Municipality for which the Services are proposed.

It shall be up to the sole discretion of Town as the Authority Having Jurisdiction as to what will be required for the ability to have any building project commence. This includes any potential additional documentation, approvals, permits, bonds, compliance with local zoning, historical review, architectural review board requirements, and/or other requirements not herein specified but otherwise required by Town as the Authority Having Jurisdiction.

Due to the nature of the delegated agent/appointed agent program as set forth by the State of Wisconsin Department of Safety and Professional Services, any plan review exceeding the size thresholds for a “Certified Municipality” for Building and HVAC reviews, as well as any and all other types of reviews that rely upon the licensure of Consultant (i.e. Fire Alarm, Fire Sprinkler, Plumbing, etc.) shall be reviewed by Consultant. Town retains the right, should they desire, to perform plan reviews that they have properly licensed qualified individuals to perform review services that would be able to be performed without the existence of this Agreement.

Due to the nature of the delegated agent/appointed agent program as set forth by the State of Wisconsin Department of Safety and Professional Services, Town may at any point in time request that the State of Wisconsin perform any plan review in lieu of Consultant. Town is not bound to accept Consultants approval or disapproval of plans and at its sole discretion may seek another entity, such as the State of Wisconsin Department of Safety and Professional Services, to perform such services. In any event, Consultant shall be entitled to

full payment for review of all plans Consultant reviewed, regardless of if Town accepts the review performed.

Consultant is not obligated to perform services beyond what is required by this Agreement.

2. TIMELINE FOR EXECUTION OF SERVICES

Proposed services as part of this Agreement and outlined in Exhibit A shall go into full effect at the time and date of this fully executed Agreement.

3. CHANGES TO SCOPE OF SERVICES

Any Changes to Services that are mutually agreed upon between Town and Consultant shall be made in writing, which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed amendment to this Agreement.

4. FEE STRUCTURE

In consideration of the Consultant providing services, the Town shall pay the Consultant for the services performed in accordance with Exhibit A – List of Plan Review Services and Fee Schedule.

5. ADMINISTRATIVE AND LOGISTICS INCIDENTAL CHARGES

While review of paper plans as well as shipping and handling of paper plans shall be acceptable, it is the underlying goal of this Agreement to ensure, to the maximum extent possible, the best possible service delivery for code reviews to constituents of the Town of Brookfield. To accommodate this, the following methods shall be utilized:

1. Electronic Submission of Documents

- a. Town shall allow and encourage for the submission, wherever possible, of electronic documents to be submitted via pdf format and to work with Consultant on the method acceptable for allowing such submissions. At the time of a fully executed Agreement, Town shall work with Consultant as to the best method to utilize to allow for document submission.
- b. Electronic submission of documents shall be the preferred method to be utilized wherever and whenever possible.

2. Paper Submission of documents

- a. Town to be responsible for any and all direct charges and expenses associated with shipping and handling charges of all documents to and from Town via a designated courier and/or approved logistics vendor. At time of a fully executed Agreement, Town and Consultant shall agree to desired third party vendor and make all appropriate arrangements to allow for ease of logistics to ship relevant materials and financial costs to be accounted for.
- b. Any indirect charges associated with labor, material, or other costs incurred by Town for delivery of documents to approved third party courier to ship materials to Consultant shall be the responsibility of Town.

- c. Any indirect charges associated with labor, material, or other costs incurred by Consultant for delivery of documents to approved third party courier to ship materials to Town shall be the responsibility of the Town.
- 3. Alternate Means and Methods
  - a. Nothing shall prevent Town and Consultant from making alternate arrangements aside from the methods outlined above for delivery of submission to the appropriate parties.

## 6. INVOICE & PAYMENT STRUCTURE

Fees outlined in Exhibit A are to be collected by Consultant. Consultant shall remit the fees appropriate collected to Town on a monthly basis, and provide all supporting documentation, using a format referenced as an "Invoice", and render payment as appropriate. Town may request additional information before approving the invoice. When additional information is requested, Town will identify specific disputed item(s) and give specific reasons for any request. If additional information is requested, the appropriate party will submit payment to the other party within thirty (30) days of resolution of the inquiry/dispute.

## 7. TERM

This Agreement shall be effective on the latest date on which the Agreement is fully executed by both Parties ("Effective Date"). The initial term of this Agreement shall commence on the Effective Date and be thirty-six (36) months, unless terminated earlier in accordance with paragraph 8. Unless either party provides notice in writing to the other party thirty (30) days prior to the expiration of the initial term or a renewal term, this Agreement shall automatically renew on identical terms for a period of twelve (12) months, unless terminated earlier in accordance with paragraph 8.

## 8. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon thirty (30) days written notice, with or without cause at any time, including during the initial Term of the Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the termination and within thirty (30) days after the termination.

All projects that have had plans submitted, or re-submitted, for review but are not completed at the time of termination may be returned without comments with appropriate refund in initial fees rendered based on services provided. In the event that either of the conditions as set forth in paragraph 6 are met, fees shall be invoiced for as specified in this Agreement.

## 9. TOWN OBLIGATIONS

Town shall take necessary measures to follow procedures as set forth from the State of Wisconsin to seek approval to obtain Delegated Municipality or Appointed Agent Status as required. Consultant will assist in this process to the maximum extent possible however it shall be the primary responsibility of Town to obtain final authorization to proceed.

If in the event the State of Wisconsin denies application for Delegated Municipality or Appointed Agent Status to Town, this Agreement shall continue to exist until such time Delegated Municipality or Appointed Agent Status is granted.

Town shall provide all data, information, plans, specifications, municipal forms, structural calculations, and all other documentation required by Consultant to perform services in an electronic pdf file format or paper submission in a timely manner.

Town shall allow through ordinance, if required, the ability for electronic plan submission documents as required by the State of Wisconsin to be submitted and reviewed.

Town shall maintain licensed credentialed staff of Inspectors at no cost to Consultant to the extent as required by the State of Wisconsin for the Delegated Agent / Appointed Agent plan review program.

#### 10. PERFORMANCE STANDARDS

Consultant shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services with respect to the category of services being performed. Consultant represents to the Client that it retains and will only utilize employees that possess the skills, knowledge, and ability to competently, timely, and professionally perform the Services in accordance with this Agreement.

#### 11. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall be indemnified and held harmless from any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of Consultant or any officer, employee, representative, or agent of Consultant. If either party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident.

It is up to the sole discretion of the municipality to choose whether to accept, utilize or deny use of any or all documentation provided supplied by Consultant.

#### 12. SUBCONTRACTING

Consultant is permitted to subcontract portions of services to be provided with or without notice. Consultant shall remain responsible for any and all of subcontractor's performance. Subcontractors shall be subject to the same performance, certification and professionalism criteria as expected of Consultant. Performance clauses shall be included in Agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

A listing of all personnel utilized in the completion of services, regardless of if they are subcontractors or not, shall be provided upon completion by Consultant including applicable license information for personnel and scope of work reviewed by subcontractor.

Unless mutually agreed to in writing prior to such work commencing, Consultant shall not be permitted to utilize individuals for services outlined in Exhibit A of this Agreement who either do not reside in the State of Wisconsin as their primary residence or do not report to a primary employment office located within the State of Wisconsin.

### 13. INSURANCE

- A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.
- B. At a minimum, the Consultant shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Client. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. At a minimum, the Consultant shall procure and maintain the minimum insurance coverages listed below for the scope of services Consultant Subcontracts to other parties. These insureds shall be covered by Consultant's insurance as named insureds for the sole purpose and scope of services rendered for this Agreement.
- D. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) general aggregate. The policy shall be applicable to all premises and operations of Consultant. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts) blanket contractual independent Consultant's products and completed operations.
- E. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- F. Umbrella insurance coverage of five million dollars (\$5,000,000).
- G. Prior to commencement of the Services, Consultant shall submit endorsements of insurance acceptable to the Client.

### 14. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Town. As Consultant is an independent contractor, Town shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any of Consultant's personnel performing services for Town under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance, and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant, as well as all legal costs including attorney's fees incurred in the defense of

any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

#### 15. OWNERSHIP OF DOCUMENTS

Town shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement. All records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder shall not be used by Consultant for any purpose other than the performance of the Services hereunder without the express prior written consent of Town. All such records, documents, notes, data and other materials shall become the exclusive property of Town when the Consultant has been compensated for the same as set forth herein, and Town shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. If this Agreement expires or is terminated for any reason, all records, documents, notes, data, and other materials maintained or stored in Consultant's secure proprietary software pertaining to Town will be exported into a XLS, CSV, DOC, or PDF file and become property of Town.

Town shall have the right to request access to any documents, papers and records that Consultant has related to this project for the purposes of audit or examination, except for Consultant's financial records and contractual records, and may make excerpts and transcriptions of the same.

Consultant shall keep all documents and records generated in the performance of the Services under this Agreement for no less than seven (7) years after completion of the Services, and shall make them available to Town at Town's request. Consultant acknowledges that such records may be subject to Wisconsin's public records law.

#### 16. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

#### 17. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other protected class. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Law.

Consultant shall comply with the appropriate provision of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal and State of Wisconsin Law or regulations.

18. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant shall not knowingly employ or contract with an illegal alien to perform work under Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an Agreement with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

19. NOTICES

Any Notice under this Agreement shall be in writing and shall be deemed sufficient when directly present or sent pre-paid, first-class United States Mail, addressed as follows:

If to Town:	If to the Consultant:
Tom Hagie 645 North Janacek Road Brookfield, WI 53045	David Adam (DA) Mattox 12605 W North Ave., #189 Brookfield, WI 53005

20. DISPUTE RESOLUTION

In the event a dispute arises out of or related to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute through mediation, before resorting to litigation.

21. GOVERNING LAW

This Agreement shall be construed under and governed by the Laws of the State of Wisconsin and all services to be provided will be provided in accordance with applicable federal, local state, and local municipal law. This Agreement constitutes the complete, entire and final Agreement of the parties hereto with respect to the subject matter hereof, and shall supersede all previous communications, representations, whether oral or written, with respect to the subject matter hereof.

22. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For the purposes of executing this Agreement, scanned signatures shall be as valid as the original.

This Agreement, along with attached exhibits, constitutes the complete, entire and final Agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or in the application

thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Town: \_\_\_\_\_

Consultant: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

# Exhibit A – Plan Review Services

1. PLAN REVIEW SERVICES

Plan review is limited to Structural, Building, Mechanical, Plumbing, Fire Alarm, and Fire Sprinkler trades/disciplines.

Each discipline will be reviewed by a plan examiner holding certifications as required by the local jurisdiction and/or licensed Architect and/or Professional Engineer holding licensure in the State of Wisconsin.

- ✓ Disciplines are defined as follows:
  - Building (architectural / structural)
  - Mechanical (HVAC)
  - Plumbing
  - Fire (Sprinkler, Fire Alarm, etc.)
- ✓ Post final comprehensive conditional plan approval – required if requested by Jurisdiction of Authority.
  - Delegated Component Submittal(s)
  - Shop Drawings

2. PLAN REVIEW FEE:

- Building, HVAC, Plumbing, Fire Alarm and Fire Sprinkler Plan Review Fees shall be based upon the fee schedule adopted by Town.
- Plan Review Fees will be split with Town.
  - XX% of plan review fees are retained by Consultant and XX% are retained by Town.
    - Out of Consultant’s retained fees, Consultant shall be responsible for fees due to the State of Wisconsin as applicable for plan reviews Consultant performs as specified in Wisconsin Administrative Code.

COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION				
1. New construction, additions, alterations and parking lots fees are computed per this table.				
2. New construction and additions are calculated based on total gross floor area of the structure.				
3. A separate plan review fee is charged for each type of plan review.				
Area (Square Feet)	Building Plans	HVAC Plans	Fire Alarm System Plans	Fire Suppression System Plans
Less than 2,500				
2,500 - 5,000				
5,001 - 10,000				
10,001 - 20,000				

20,001 - 30,000				
30,001 - 40,000				
40,001 - 50,000				
50,001 - 75,000				
75,001 - 100,000				
100,001 - 200,000				
200,001 - 300,000				
300,001 - 400,000				
400,001 - 500,000				
Over 500,000				
Note:	1. A Plan Entry Fee of \$100.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees.			
	2. At the sole discretion of the Town of Brookfield and Plans Examiner, fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.			
Determination of Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.			
Structural Plans and other Component Submittals	When submitted separately from the general building plans, the review fee for structural plans, precast concrete, laminate wood, beams, cladding elements, other facade features or other structural elements, is \$250.00 per plan with an additional \$100.00 plan entry fee per each plan set.			
Accessory Buildings	The plan review fee for accessory buildings less than 500 square feet shall be \$125.00 with the plan entry fee waived.			
Early Start	The plan review fee for permission to start construction shall be \$75.00 for all structures less than 2,500 sf. All other structures shall be \$150.00. The square footage shall be computed as the first floor of the building or structure.			
Plan Examination Extensions	The fee for the extension of an approved plan review shall be 50% of the original plan review fee, not to exceed \$3,000.00.			
Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Community Development Department may result in additional charges as appropriate.			

Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.

**COMMERCIAL PLAN REVIEW FEE SCHEDULE – PLUMBING**

1. New construction, alterations and remodeling fees are computed per the following table
2. New construction fee is calculated based on square footage of the area constructed.
3. Alterations and remodeling fee is based on the number of plumbing fixtures.

Area (Square Feet) (New Construction & Additions)	Plumbing Plan Review Fee	Number of Fixtures (Alteration, Remodeling, and Site Work)	Plumbing Plan Review Fee
Less than 3,000	\$300	<15	\$200
3,001 - 4,000	\$400	16-25	\$300
4,001 - 5,000	\$550	26-35	\$450
5,001 – 6,000	\$650	36-50	\$550
6,001 – 7,500	\$700	51-75	\$800
7,501 – 10,000	\$850	76-100	\$900
10,001 – 15,000	\$900	101-125	\$1,050
15,001 – 20,000	\$950	126-150	\$1,150
20,001 – 30,000	\$1,100	>151	\$1,150
30,001 – 40,000	\$1,250	Plus \$160 for each additional 25 fixtures (rounded up) beyond 150 Fixtures	
40,001 – 50,000	\$1,550		
50,001 – 75,000	\$2,100		
Over 75,000	\$2,500		
Plus \$0.0072 per each additional sq. ft. over 75,000 sq. ft.			

Note:	1. A Plan Entry Fee of \$100.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees.
	2. At the sole discretion of the Town of Brookfield and Plans Examiner, fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.

Determination of Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.
Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Community Development Department may result in additional charges as appropriate.
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees and base fees applied to a project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.

3. Supplemental Services as required by municipality:

- Hourly rate for services beyond what is specified in this Agreement shall be rendered at \$180.00 per hour. This shall only be assessed when prior written consent is provided by Town to Consultant and agreed to by the Consultant in writing.
  - This hourly rate is not intended for plan review services, but rather for incidental supplemental “on call” professional engineering services as required beyond the scope as outlined in services defined throughout the balance of Exhibit A.

4. PLAN REVIEW FEE – includes the following services:

- ✓ One optional remote code consultation meeting after conclusion of the first review
- ✓ Consultation via phone during duration of project regarding reviews performed.
- ✓ Three (3) reviews of all disciplines to verify that all comments have been addressed.
  - Subsequent reviews may result in resubmittal plan examination fees to be assessed.
- ✓ Changes to plans after conditional approval is granted may result in resubmittal plan examination fees to be assessed.
- ✓ Free code consultation with all inspectors/municipal staff, both employed directly and under contract, serving the Town of Brookfield for entirety of duration of any project reviewed by E-Plan Exam, regardless of any contract in place with that entity and the Town of Brookfield. This free consultation period shall extend prior to any formal submission of any plan documents to the conclusion of any project reviewed or termination of this Agreement (whichever occurs first).

5. TIME OF PERFORMANCE

- ✓ Plan review turnaround time shall be fifteen (15) business days after full receipt by Consultant of all required documents as required by the Department of Safety and Professional Services as well as the Town of Brookfield Municipal Code.

- Plan Review turnaround time is defined as the timeframe from date of full receipt of plans to conclusion of plan review. Conclusion of plan review date will be determined by date that plans are listed as one of the following as dictated by best practices with the State of Wisconsin Department of Safety and Professional Services:
  - Conditionally Approved
  - Hold – Request for Additional Information
  - Denied

6. CONSULTANT CONTACT

Consultant will provide a qualified professional to oversee this project. They are available by phone and email using the contact information listed below.

Plan Review Management Contact

David Adam Mattox, P.E.

414-736-4721

[damattox@eplanexam.com](mailto:damattox@eplanexam.com)

Plan Review Management Contact

John Cunningham

414-336-4470

[Johncunningham@eplanexam.com](mailto:Johncunningham@eplanexam.com)

Item Being reviewed	Calculated total W/ Plan		Calculated total W/ Plan		Calculated total W/ Plan		Calculated total W/ Plan	
	Raw Base Fee	Entry	Raw Base Fee	Plan Entry	Raw Base Fee	Plan Entry	Raw Base Fee	W/ Plan Entry
Building Plan Review Fees	State Fees		Town of Brookfield - 90/10		Town of Brookfield 80/20		Town of Brookfield 70/30	
Plan Entry	\$ 100.00	<-Plan Entry	\$ 100.00	<-Plan Entry	\$ 100.00	<-Plan Entry	\$ 100.00	<-Plan Entry
Less than 500 sf	\$ 250.00	\$ 350.00	\$ 100.00	\$ 200.00	\$ 130.00	\$ 230.00	\$ 200.00	\$ 300.00
Less than 2,500	\$ 250.00	\$ 350.00	\$ 300.00	\$ 400.00	\$ 390.00	\$ 490.00	\$ 500.00	\$ 600.00
2,500 - 5,000	\$ 300.00	\$ 400.00	\$ 350.00	\$ 450.00	\$ 455.00	\$ 555.00	\$ 600.00	\$ 700.00
5,001 - 10,000	\$ 500.00	\$ 600.00	\$ 600.00	\$ 700.00	\$ 780.00	\$ 880.00	\$ 800.00	\$ 900.00
10,001 - 20,000	\$ 700.00	\$ 800.00	\$ 800.00	\$ 900.00	\$ 1,040.00	\$ 1,140.00	\$ 1,200.00	\$ 1,300.00
20,001 - 30,000	\$ 1,100.00	\$ 1,200.00	\$ 1,200.00	\$ 1,300.00	\$ 1,560.00	\$ 1,660.00	\$ 1,700.00	\$ 1,800.00
30,001 - 40,000	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 2,080.00	\$ 2,180.00	\$ 2,200.00	\$ 2,300.00
40,001 - 50,000	\$ 1,900.00	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,730.00	\$ 2,830.00	\$ 2,900.00	\$ 3,000.00
50,001 - 75,000	\$ 2,600.00	\$ 2,700.00	\$ 2,900.00	\$ 3,000.00	\$ 3,770.00	\$ 3,870.00	\$ 4,000.00	\$ 4,100.00
75,001 - 100,000	\$ 3,300.00	\$ 3,400.00	\$ 3,600.00	\$ 3,700.00	\$ 4,680.00	\$ 4,780.00	\$ 5,000.00	\$ 5,100.00
100,001 - 200,000	\$ 5,400.00	\$ 5,500.00	\$ 6,000.00	\$ 6,100.00	\$ 7,800.00	\$ 7,900.00	\$ 8,000.00	\$ 8,100.00
200,001 - 300,000	\$ 9,500.00	\$ 9,600.00	\$ 10,500.00	\$ 10,600.00	\$ 13,650.00	\$ 13,750.00	\$ 14,000.00	\$ 14,100.00
300,001 - 400,000	\$ 14,000.00	\$ 14,100.00	\$ 15,500.00	\$ 15,600.00	\$ 20,150.00	\$ 20,250.00	\$ 22,000.00	\$ 22,100.00
400,001 - 500,000	\$ 16,700.00	\$ 16,800.00	\$ 18,500.00	\$ 18,600.00	\$ 24,050.00	\$ 24,150.00	\$ 26,000.00	\$ 26,100.00
Over 500,000	\$ 18,000.00	\$ 18,100.00	\$ 20,000.00	\$ 20,100.00	\$ 26,000.00	\$ 26,100.00	\$ 30,000.00	\$ 30,100.00

Item Being reviewed	Calculated total W/ Plan							
	Raw Base Fee	Entry	Raw Base Fee	Plan Entry	Raw Base Fee	Plan Entry	Raw Base Fee	W/ Plan Entry
HVAC Plan Review Fees	State Fees		Town of Brookfield 90/10		Town of Brookfield 80/20		Town of Brookfield 70/30	
Plan Entry	\$ 100.00	<-Plan Entry	\$ 100.00	<-Plan Entry	\$ 100.00	<-Plan Entry	\$ 100.00	<-Plan Entry
Less than 500 sf	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00	\$ 130.00	\$ 230.00	\$ 175.00	\$ 275.00
Less than 2,500	\$ 150.00	\$ 250.00	\$ 180.00	\$ 280.00	\$ 234.00	\$ 334.00	\$ 300.00	\$ 400.00
2,500 - 5,000	\$ 200.00	\$ 300.00	\$ 250.00	\$ 350.00	\$ 325.00	\$ 425.00	\$ 400.00	\$ 500.00
5,001 - 10,000	\$ 300.00	\$ 400.00	\$ 350.00	\$ 450.00	\$ 455.00	\$ 555.00	\$ 600.00	\$ 700.00
10,001 - 20,000	\$ 400.00	\$ 500.00	\$ 450.00	\$ 550.00	\$ 585.00	\$ 685.00	\$ 750.00	\$ 850.00
20,001 - 30,000	\$ 500.00	\$ 600.00	\$ 600.00	\$ 700.00	\$ 780.00	\$ 880.00	\$ 950.00	\$ 1,050.00
30,001 - 40,000	\$ 800.00	\$ 900.00	\$ 900.00	\$ 1,000.00	\$ 1,170.00	\$ 1,270.00	\$ 1,300.00	\$ 1,400.00
40,001 - 50,000	\$ 1,100.00	\$ 1,200.00	\$ 1,200.00	\$ 1,300.00	\$ 1,560.00	\$ 1,660.00	\$ 1,800.00	\$ 1,900.00
50,001 - 75,000	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	\$ 1,700.00	\$ 2,080.00	\$ 2,180.00	\$ 2,400.00	\$ 2,500.00
75,001 - 100,000	\$ 2,000.00	\$ 2,100.00	\$ 2,200.00	\$ 2,300.00	\$ 2,860.00	\$ 2,960.00	\$ 3,200.00	\$ 3,300.00
100,001 - 200,000	\$ 2,600.00	\$ 2,700.00	\$ 2,900.00	\$ 3,000.00	\$ 3,770.00	\$ 3,870.00	\$ 4,100.00	\$ 4,200.00
200,001 - 300,000	\$ 6,100.00	\$ 6,200.00	\$ 6,700.00	\$ 6,800.00	\$ 8,710.00	\$ 8,810.00	\$ 10,000.00	\$ 10,100.00
300,001 - 400,000	\$ 8,800.00	\$ 8,900.00	\$ 9,800.00	\$ 9,900.00	\$ 12,740.00	\$ 12,840.00	\$ 14,500.00	\$ 14,600.00
400,001 - 500,000	\$ 10,800.00	\$ 10,900.00	\$ 12,000.00	\$ 12,100.00	\$ 15,600.00	\$ 15,700.00	\$ 18,000.00	\$ 18,100.00
Over 500,000	\$ 12,100.00	\$ 12,200.00	\$ 13,500.00	\$ 13,600.00	\$ 17,550.00	\$ 17,650.00	\$ 20,000.00	\$ 20,100.00

Item Being reviewed	Calculated total W/ Plan		Calculated total W/ Plan		Calculated total W/ Plan		Calculated total W/ Plan	
	Raw Base Fee	Entry	Raw Base Fee	Plan Entry	Raw Base Fee	Plan Entry	Raw Base Fee	W/ Plan Entry
Fire alarm and sprinkler Plan Review Fees	State Fees		Town of Brookfield 90/10		Town of Brookfield 80/20		Town of Brookfield 70/30	
Plan Entry	\$ 100.00	\$ 100.00	\$ 100.00		\$ 100.00	<-Plan Entry	\$ 100.00	<-Plan Entry
Less than 500 sf	\$ 100.00		\$ 100.00	\$ 200.00	\$ 130.00	\$ 230.00	\$ 200.00	\$ 300.00
Less than 2,500	\$ 30.00	\$ 130.00	\$ 100.00	\$ 200.00	\$ 130.00	\$ 230.00	\$ 200.00	\$ 300.00
2,500 - 5,000	\$ 60.00	\$ 160.00	\$ 100.00	\$ 200.00	\$ 130.00	\$ 230.00	\$ 200.00	\$ 300.00
5,001 - 10,000	\$ 100.00	\$ 200.00	\$ 150.00	\$ 250.00	\$ 195.00	\$ 295.00	\$ 250.00	\$ 350.00
10,001 - 20,000	\$ 150.00	\$ 250.00	\$ 200.00	\$ 300.00	\$ 260.00	\$ 360.00	\$ 350.00	\$ 450.00

20,001 - 30,000	\$ 200.00	\$ 300.00	\$ 250.00	\$ 350.00	\$ 325.00	\$ 425.00	\$ 400.00	\$ 500.00
30,001 - 40,000	\$ 350.00	\$ 450.00	\$ 400.00	\$ 500.00	\$ 520.00	\$ 620.00	\$ 600.00	\$ 700.00
40,001 - 50,000	\$ 500.00	\$ 600.00	\$ 550.00	\$ 650.00	\$ 715.00	\$ 815.00	\$ 850.00	\$ 950.00
50,001 - 75,000	\$ 700.00	\$ 800.00	\$ 800.00	\$ 900.00	\$ 1,040.00	\$ 1,140.00	\$ 1,250.00	\$ 1,350.00
75,001 - 100,000	\$ 1,000.00	\$ 1,100.00	\$ 1,100.00	\$ 1,200.00	\$ 1,430.00	\$ 1,530.00	\$ 1,700.00	\$ 1,800.00
100,001 - 200,000	\$ 1,200.00	\$ 1,300.00	\$ 1,400.00	\$ 1,500.00	\$ 1,820.00	\$ 1,920.00	\$ 2,300.00	\$ 2,400.00
200,001 - 300,000	\$ 3,000.00	\$ 3,100.00	\$ 3,300.00	\$ 3,400.00	\$ 4,290.00	\$ 4,390.00	\$ 5,000.00	\$ 5,100.00
300,001 - 400,000	\$ 4,400.00	\$ 4,500.00	\$ 4,800.00	\$ 4,900.00	\$ 6,240.00	\$ 6,340.00	\$ 7,250.00	\$ 7,350.00
400,001 - 500,000	\$ 5,600.00	\$ 5,700.00	\$ 6,300.00	\$ 6,400.00	\$ 8,190.00	\$ 8,290.00	\$ 9,500.00	\$ 9,600.00
Over 500,000	\$ 6,400.00	\$ 6,500.00	\$ 7,100.00	\$ 7,200.00	\$ 9,230.00	\$ 9,330.00	\$ 11,500.00	\$ 11,600.00

Plumbing New Construction	Town of Brookfield 90/10		Town of Brookfield 80/20		Town of Brookfield 70/30	
	\$ 100.00	<-Plan Entry	\$ 100.00	<-Plan Entry	\$ 100.00	<-Plan Entry
Less than 3,000	\$ 300.00	\$ 400.00	\$ 390.00	\$ 490.00	\$ 490.00	\$ 590.00
3,001 - 4,000	\$ 400.00	\$ 500.00	\$ 520.00	\$ 620.00	\$ 620.00	\$ 720.00
4,001 - 5,000	\$ 550.00	\$ 650.00	\$ 715.00	\$ 815.00	\$ 815.00	\$ 915.00
5,001 - 6,000	\$ 650.00	\$ 750.00	\$ 845.00	\$ 945.00	\$ 945.00	\$ 1,045.00
6,001 - 7,500	\$ 700.00	\$ 800.00	\$ 910.00	\$ 1,010.00	\$ 1,010.00	\$ 1,110.00
7,501 - 10,000	\$ 850.00	\$ 950.00	\$ 1,105.00	\$ 1,205.00	\$ 1,205.00	\$ 1,305.00
10,001 - 15,000	\$ 900.00	\$ 1,000.00	\$ 1,170.00	\$ 1,270.00	\$ 1,270.00	\$ 1,370.00
15,001 - 20,000	\$ 950.00	\$ 1,050.00	\$ 1,235.00	\$ 1,335.00	\$ 1,335.00	\$ 1,435.00
20,001 - 30,000	\$ 1,100.00	\$ 1,200.00	\$ 1,430.00	\$ 1,530.00	\$ 1,530.00	\$ 1,630.00
30,001 - 40,000	\$ 1,250.00	\$ 1,350.00	\$ 1,625.00	\$ 1,725.00	\$ 1,725.00	\$ 1,825.00
40,001 - 50,000	\$ 1,550.00	\$ 1,650.00	\$ 2,015.00	\$ 2,115.00	\$ 2,115.00	\$ 2,215.00
50,001 - 75,000	\$ 2,100.00	\$ 2,200.00	\$ 2,730.00	\$ 2,830.00	\$ 2,830.00	\$ 2,930.00
Over 75,000	\$ 2,500.00	\$ 2,600.00	\$ 3,250.00	\$ 3,350.00	\$ 3,350.00	\$ 3,450.00
Plus \$0.0072 per each additional sq. ft. over 75,000 sq. ft.						

	Town of Brookfield 90/10		Town 80/20		Town 70/30	
	\$ 100.00	<-Plan Entry	\$ 100.00	<-Plan Entry	\$ 100.00	<-Plan Entry
<15	\$ 200.00	\$ 300.00	\$ 260.00	\$ 360.00	\$ 360.00	\$ 460.00
16-25	\$ 300.00	\$ 400.00	\$ 390.00	\$ 490.00	\$ 490.00	\$ 590.00
26-35	\$ 450.00	\$ 550.00	\$ 585.00	\$ 685.00	\$ 685.00	\$ 785.00
36-50	\$ 550.00	\$ 650.00	\$ 715.00	\$ 815.00	\$ 815.00	\$ 915.00
51-75	\$ 800.00	\$ 900.00	\$ 1,040.00	\$ 1,140.00	\$ 1,140.00	\$ 1,240.00
76-100	\$ 900.00	\$ 1,000.00	\$ 1,170.00	\$ 1,270.00	\$ 1,270.00	\$ 1,370.00
101-125	\$ 1,050.00	\$ 1,150.00	\$ 1,365.00	\$ 1,465.00	\$ 1,465.00	\$ 1,565.00
126-150	\$ 1,150.00	\$ 1,250.00	\$ 1,495.00	\$ 1,595.00	\$ 1,595.00	\$ 1,695.00
>151	\$ 1,150.00	\$ 1,250.00	\$ 1,495.00	\$ 1,595.00	\$ 1,595.00	\$ 1,695.00

Plus \$160 for each additional 25 fixtures (rounded up) beyond 150 Fixtures



October 26, 2023

► **REQUIRES IMMEDIATE ACTION** ◀  
**Urban NPS & Stormwater Mgmt. Program**  
**Grant# USP67002Y24**  
**Grant Amount: \$82,000.00**

Tom Hagie, Administrator  
Town of Brookfield  
645 N. Janacek Road  
Brookfield, WI 53045

Dear Mr. Hagie:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: *Stormwater Quality Management Plan Update*.

This grant, and any reimbursements made under it, is governed by very specific statute and administrative code provisions. Accordingly, please read the grant documents thoroughly, paying particular attention to the Scope and Conditions sections for eligibility, grantee requirements and reimbursement provisions. There are also several activities where you must obtain prior departmental review and authorization before proceeding.

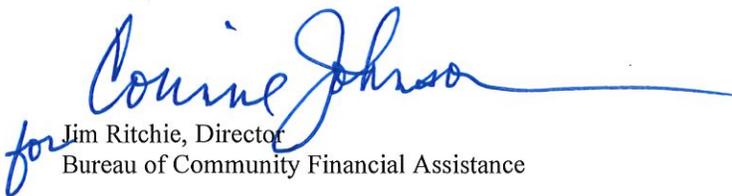
You are obligated to submit a final report, using the Department's BMP Implementation Tracking System (BITS), prior to submitting your final reimbursement request for the projects completed under this grant; before and after photographs are a required component for construction projects.

In early 2024, DNR will hold a grant administration webinar to provide information about seeking reimbursement from DNR, amending your grant, submitting the final report, etc. All grantees receiving CY 2024 grant awards must attend the webinar or view the webinar recording prior to submitting the first reimbursement request for their grant. Stay tuned for details coming via email regarding the webinar date and time.

To accept this grant, please review the agreement and email a scanned copy signed by the authorized government official, along with the completed *Grantee Contact Page*, and evidence that your community has committed the necessary funding for the local share, to [DNRCFANONPOINTGRANTS@wisconsin.gov](mailto:DNRCFANONPOINTGRANTS@wisconsin.gov).

Please review this grant thoroughly and if you have any questions, contact your Regional Nonpoint Source Coordinator, Jesse Bennett, at (414) 458-0448. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. Thank you for your continued cooperation with Wisconsin's Runoff Management Grant Programs.

Sincerely,

  
for Jim Ritchie, Director  
Bureau of Community Financial Assistance

Enclosure(s)

C (e-copy): Jesse Bennett, Regional Nonpoint Source Coordinator, DNR Southeast Region  
Corinne Johnson, Nonpoint Source Program Grant Manager, CF/2

## PROJECT CONTACT PAGE

INSTRUCTIONS: In the spaces below, insert contact information for the person **most directly involved** with this particular project. The Department will contact the person named for all matters related to this project.

Grant No.	USP67002Y24	
Governmental Unit	Town of Brookfield	
Project Contact Name		
Project Contact Title		
Project Contact Mailing Address		
Project Contact Phone Number (direct):	(    )	Extension:
<b>Project Contact Email Address:</b>		

Address to which reimbursement checks should be sent if different than contact information above:

Name		
Title		
Mailing Address		
Phone Number (direct):	(    )	Extension:
<b>Email Address:</b>		

If information provided on this page -- or any information in Part 1 of the grant agreement changes during the grant period, please provide the updated information to DNR Nonpoint Source Program Grant Manager and the DNR Regional Nonpoint Source Coordinator.

Please complete this contact page and email it with the signed grant agreement to:

[DNRCFANONPOINTGRANTS@wisconsin.gov](mailto:DNRCFANONPOINTGRANTS@wisconsin.gov).

State of Wisconsin  
 Department of Natural Resources  
 Bureau of Community Financial Assistance (CF/2)  
 PO Box 7921  
 Madison, Wisconsin 53707-7921

WISCONSIN URBAN NONPOINT SOURCE WATER POLLUTION ABATEMENT  
 & STORMWATER MANAGEMENT GRANT PROGRAM  
**PLANNING GRANT AGREEMENT**

Form 8700-327 (rev. 07/2021)

**Notice:** By signing this grant agreement, grantees indicate concurrence with conditions of this agreement, authorized under ss. 281.66 and 283, Wis. Stats., and chs. NR 151, 154, 155 and 216, Wis. Adm. Code. This agreement must be signed and returned to the address above within 30 days so that funds will be reserved for this project. Failure to return a signed agreement will result in denial of grant funds. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.].

**PART 1. GRANT ADMINISTRATION INFORMATION**

<b>Grant Number</b> USP67002Y24	<b>Grant Award Date</b> October 26, 2023		
<b>Grantee (Unit of Government)</b> Town of Brookfield			<b>Total Grant Amount</b> \$82,000
<b>Project Name</b> Stormwater Quality Management Plan Update		<b>Grant Period</b> From January 1, 2024 Through December 31, 2025	
<b>Authorized Government Official</b> Tom Hagie, Administrator		<b>Grantee Contact</b> Tom Hagie, Administrator	
<b>Government Official Address</b> 645 N Janacek Road		<b>Contact's E-mail Address</b> administrator@townofbrookfield.com	
<b>City, ZIP Code, County</b> Brookfield, 53045, Waukesha County		<b>Contact's Telephone Number</b> (262) 796-3788	
<b>Name of Department Regional Nonpoint Source Coordinator, Phone Number and Email Address</b> Jesse Bennett, (414) 458-0448, Jessiah.Bennett@wisconsin.gov			<b>DNR Region</b> Southeast Region

**PART 2. ELIGIBLE COST-SHARE BUDGET DATA**

Note: Line items cannot be exceeded without grant agreement amendment.

Budget Line-Item Description	State Cost-Share Amount	Cost-Share Percentage
1. Urban Stormwater/Erosion Plan – BMP U8	\$79,525.00	50%
2. Information and Education Program – BMP U11	\$1,335.00	50%
3. Stormwater/Erosion Control Ordinances – BMP U12	\$1,140.00	50%
<b>Total Maximum Grant Amount</b>	<b>\$82,000.00</b>	

**PART 3. PURPOSE AND SCOPE**

This grant provides cost-share funding and authorizes reimbursement by the DEPARTMENT for the above-named project as described in the grant application submitted for the grant period in Part 1 above. Reimbursements may be made for work performed and expenses incurred for the following eligible local assistance activities to address storm water management under chs. NR 151 and NR 216, Wis. Adm. Code, or Total Maximum Daily Load goals.

1. Urban Stormwater/Erosion Plan – BMP U8
2. Information and Education Program – BMP U11
3. Stormwater/Erosion Control Ordinances – BMP U12

**PART 4. CONDITIONS**

**A. General Conditions**

A.1. The Wisconsin Department of Natural Resources (DEPARTMENT) and the GRANTEE identified in Part 1 above mutually agree to perform this agreement in accordance with the Urban Nonpoint Source Water Pollution Abatement and Storm Water Management Grant Program and ss. 281.66 and 283, Wis. Stats., and chs. NR 151, 154, 155, and 216, Wis. Adm. Code, and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.

- A.2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or covenants pertaining to this agreement are superseded. Any revisions to this agreement must be made by written amendment, signed by both parties, prior to the termination date of this agreement, whether for changes in scope, grant period, or cost. Requests to extend the grant period must be made 45 days or more before the end of the grant period in Part 1.
- A.3. Failure by the GRANTEE to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the GRANTEE. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement, at the DEPARTMENT's discretion.
- A.4. Eligibility for cost-sharing reimbursement is governed by the provisions of ch. NR 155, Wis. Adm. Code. Cost-share rates and applicability may be further limited by departmental contract approval(s), which may restrict the cost-share amount due to the eligibility requirements of the statute and codes.
- A.5. The amount listed in Part 2 above is the maximum amount the DEPARTMENT may reimburse under this agreement.
- A.6. The GRANTEE:
1. Agrees to comply with all applicable Federal, Wisconsin, and local laws in fulfilling the terms of this agreement. In particular, GRANTEE agrees to comply with all applicable local and state contract and bidding requirements. GRANTEE should consult its legal counsel with questions concerning contracts and bidding. For assistance, GRANTEE may consult Procurement Guide for Local Governments Receiving DNR Grants.
  2. Promises, in consideration of the promises made by the DEPARTMENT, to execute the project described in accordance with this agreement.
  3. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
  4. Agrees that its employees or agents are not employees or agents of the DEPARTMENT for any purpose, including Worker's Compensation.
  5. Agrees, to save, keep harmless, defend and indemnify the DEPARTMENT and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of GRANTEE's employees, agents or representatives.
  6. Agrees to reimburse the DEPARTMENT of any and all funds the DEPARTMENT deems appropriate in the event the GRANTEE fails to comply with the conditions of this agreement or project proposal as described or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the GRANTEE fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this agreement may be terminated, including further project cost payment.
  7. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the GRANTEE further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The GRANTEE agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

8. Agrees that accounting for project funds shall conform to generally accepted accounting principles and practices, and that GRANTEE shall maintain a financial management system, separate from all other GRANTEE activities, for this agreement.
9. Agrees to comply with the cost containment and procurement procedures in the applicable administrative codes governing this agreement.
10. Agrees that all contracts or scope of service agreements related to this grant-funded project must obtain prior approval of the DEPARTMENT Regional Nonpoint Source Coordinator for this grant, with respect to reimbursement eligibility and conformity with standards and storm water permitting requirements.
11. Agrees to retain and make available to the DEPARTMENT for inspection all fiscal records, including invoices and canceled checks, that support all project costs claimed by the GRANTEE, for three years from the date of final payment by the DEPARTMENT or three years after the end of the Grant period, whichever is later, or for a longer period if required by the DEPARTMENT for audit purposes.
12. Agrees to complete and submit project progress reports to the DEPARTMENT Regional Nonpoint Source Coordinator identified in Part 1 of this agreement with each request for partial grant reimbursement.
13. Agrees, within 60 days of the grant expiration date, to complete and submit a Final Report Form (Form #3400-189P) or to complete and submit a final report, using the DEPARTMENT's "BMP Implementation Tracking System" (BITS) once it is operational to replace Form 3400-189P, and submit a final request for grant reimbursement to the DEPARTMENT's Regional Nonpoint Source Coordinator for review and approval.
14. Agrees to submit final planning products required by a municipal storm water permit to the DEPARTMENT using the Water ePermitting System (<https://dnr.wisconsin.gov/permits/water>). Other final planning products will be submitted to the DEPARTMENT Regional Nonpoint Source Coordinator identified in Part 1 of this agreement.
15. Agrees that reimbursements may only be made for work performed, and expenses incurred, during the grant period as specified in Part 1 above.
16. Agrees to comply with annual Single Audit requirement, at its own expense, if combined total state and federal grant awards received by the GRANTEE from all sources is \$750,000 or more during the calendar year. Annual Single Audit requirements are specified in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (referred to as Uniform Guidance) and the Wisconsin State Single Audit Guidelines found at: <http://www.doa.state.wi.us/Divisions/budget-and-finance/financial-reporting/state-controllers-office/state-single-audit-guidelines> issued by the Wisconsin Department of Administration (DOA), State Controller's Office.
17. Should consider following methods for controlling, transporting and disposing of aquatic invasive plants and animals and water in which they may be contained, as described in the DEPARTMENT's Manual Code 9183.1 *Boat, Gear, and Equipment Decontamination and Disinfection* and available on the DEPARTMENT's website at: <http://dnr.wi.gov/topic/invasives/disinfection.html>.

#### A.7. The DEPARTMENT:

1. Promises, in consideration of the covenants and agreements made by the GRANTEE, to obligate for the GRANTEE the amount identified in Part 2 above and to tender to the GRANTEE that portion of the obligation that is required to pay the DEPARTMENT's share of the costs based on the cost-share percentage listed in Part 2 above for eligible project work performed and expenses incurred during the grant period noted in Part 1 above.
2. Agrees that the GRANTEE shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The DEPARTMENT reserves the right only to ensure that the project is progressing or has been completed in compliance with the agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the agreement to be performed by the GRANTEE or the GRANTEE's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the GRANTEE's employees or agents.

- 3. Shall reimburse the grantee at a rate of one-half the cost-share rate stipulated in Part 2 above until completed product(s) is submitted to, and approved by, the DEPARTMENT and the DEPARTMENT has approved the project's Final Report.
- 4. Shall reimburse costs incurred for completed grant project deliverables at amounts not to exceed those itemized for each grant deliverable in the DEPARTMENT's professional service agreement approval letter(s).

**B – Special Condition**

**Environmental and Natural Heritage Concerns**. Research and findings must include at least preliminary determinations on the potential for environmental hazards, cultural, historical, endangered and threatened resources, along with the potential for wetland and Chapter 30 conflicts, within the areas of prospective structural practice installations.

FOR THE GRANTEE

By:

\_\_\_\_\_  
Authorized Government Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

FOR THE STATE OF WISCONSIN

By:

*Jim Ritchie*  
\_\_\_\_\_  
for Jim Ritchie, Director  
Bureau of Community Financial Assistance

*October 26, 2023*  
\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
(Printed Name, If Different Than Authorized Government Official on P.1)

**When returning the signed grant, you must also include evidence of your community's local share of the grant project costs – such as a copy showing its inclusion in the municipal budget, or other evidence that the community has, in fact, committed the necessary funding to complete the project.**

Task Order No. 23-04  
Town of Brookfield, Wisconsin (OWNER)  
and Strand Associates, Inc.® (ENGINEER)  
Pursuant to Agreement for Technical Services dated May 22, 2023

## Project Information

Services Name: Stormwater Quality Management Plan Update

Services Description: Prepare a stormwater management plan update to the plan previously prepared in 2011 by ENGINEER in accordance with OWNER's municipal separate storm sewer system (MS4) permit and the Fox Illinois River Basin total maximum daily load (TMDL) criteria. This project is partially funded by a Wisconsin Department of Natural Resources (WDNR) Urban Nonpoint Source and Stormwater Grant.

## Scope of Services

ENGINEER will provide the following services to OWNER:

### Task 1: Administration and Meetings

1. Submit draft task order to WDNR for approval prior to execution by OWNER and ENGINEER. Prepare and submit WDNR Final Report (Form 3400-189).
2. Participate in one in-person kickoff meeting, two virtual progress meetings, and one in-person presentation meeting.

### Task 2: Stormwater Quality Modeling, Alternatives Analysis, and Implementation Plan

1. Submit a data request to OWNER for information included in **OWNER's Responsibilities**.
2. Provide up to two eight-hour days of field topographic survey and inventory of up to four publicly owned and eight privately owned existing stormwater Best Management Practices (BMPs).
3. Prepare and submit a watershed map (storm sewer system, municipal boundary, TMDL reachsheds, existing stormwater BMPs, and areas excluded from modeling), WinSLAMM land use map, and soils classification map in accordance with Wisconsin Pollutant Discharge and Elimination System (WPDES) Permit No. WI-S050105-3 and in accordance with OWNER-provided information.
4. Update OWNER's baseline and existing conditions stormwater quality modeling in accordance with WDNR's October 20, 2014, TMDL Guidance for MS4 Permits: Planning, Implementation, and Modeling Guidance (recertified on September 16, 2019). Modeling will be performed in WinSLAMM for total suspended solids (TSS) and total phosphorus (TP). OWNER's existing grass-lined swales, catch basin cleaning, street sweeping, up to seven publicly owned stormwater

BMPs, and up to 45 privately owned BMPs will be incorporated into the modeling based on OWNER-provided stormwater BMP information, as appropriate. Up to eight privately owned (with maintenance agreement) stormwater BMPs will be incorporated into the modeling based on topographic survey, as appropriate. Privately owned BMPs without maintenance agreements will not be modeled. Provide a database of BMP information in spreadsheet format based on information provided by OWNER. If additional BMPs are requested to be modeled by OWNER, the cost to do so will be negotiated with OWNER and a task order amendment will be processed. If OWNER-provided information is insufficient to model BMPs identified above, the BMP will not be modeled or the cost to provide additional field topographic survey to collect stage/storage/discharge information will be negotiated with OWNER and a task order amendment will be processed.

5. Provide a tabular summary of stormwater quality modeling for OWNER in accordance with WPDES Permit No. WI-S050105-3.
6. Evaluate up to three alternatives to assist in meeting the TMDL criteria within OWNER limits consisting of a combination of up to ten total potential component stormwater BMPs (structural, operational, and ordinance modifications). Prepare a figure, analysis, opinion of probable construction cost (OPCC), and total 20-year present worth cost for up to ten total potential component stormwater BMPs. Costs will be presented in terms of total cost and cost per pound TP removed. Provide narrative and location of potential streambank stabilization projects that OWNER could pursue to count toward benchmark MS4 permit compliance based on information provided by the OWNER. Provide an overview figure showing the locations of the ten potential component stormwater BMPs.
7. Provide a stormwater narrative discussing the mechanism for achieving TMDL compliance through water quality trading (with other MS4s, private point dischargers, and agricultural lands). Develop concept level 20-year present worth cost for water quality trading (with agricultural lands) to assist in TMDL wasteload allocations.
8. Develop a project implementation plan considering feasibility, water quality benefit, available funding sources, land availability, and proximity to wetlands. The implementation plan will include prioritization of alternatives, potential schedule of alternatives, budgeting plan, and review of potential funding sources in accordance with OWNER's input. This plan will consist of a table within the stormwater quality management plan update for OWNER.

### Task 3: Stormwater Program Updates

1. Prepare one narrative and table of potential updates to OWNER's public education and outreach, and public involvement and participation programs (that are complementary to the Waukesha County Partner Communities programs) in accordance with MS4 permit criteria.
2. Prepare one narrative and table of potential updates to OWNER's construction site erosion control ordinance and program in accordance with MS4 permit criteria and Wisconsin State Administrative Code, Chapter NR 151 (NR 151). Prepare reference guide and standard administration forms.

3. Prepare one narrative and table of potential updates to OWNER's post-construction stormwater management ordinance and program in accordance with MS4 permit criteria and NR 151. Prepare reference guide and standard administration forms.
4. Prepare one narrative and table of potential updates to OWNER's illicit discharge detection and elimination (IDDE) ordinance and program in accordance with MS4 permit criteria and the WDNR's March 2012 guidance document including standard administration forms.
5. Prepare one narrative and potential updates to OWNER's existing stormwater pollution prevention programs (SWPPP). Prepare a new SWPPP for OWNER's Department of Public Works facility, including standard administration forms. A BMP at the facility will be reviewed including figure, OPCC, and stormwater quality modeling analysis. Provide an update to the municipal BMP inspection and maintenance procedures.
6. Provide information on OWNER's deicing activities in the stormwater quality management plan update using OWNER-provided information.

#### Task 4: Stormwater Quality Management Plan Update

Prepare a stormwater quality management plan update documenting the plan services and submit to OWNER in draft, draft final, and final format. The draft plan will include introduction, contributing watershed characteristics, and stormwater quality modeling report sections. The draft final plan will include the alternatives analysis report section. The draft plan and associated WinSLAMM stormwater quality modeling will be submitted to WDNR for concurrence with the submitted existing conditions WinSLAMM stormwater quality modeling. Provide one portable document format (PDF) file of the draft, draft final, and final stormwater quality management plan update. Submit a PDF file of the final plan to OWNER and WDNR.

#### **Service Elements Not Included**

In addition to those listed in the associated Agreement for Technical Services, the following service elements are not included in this Task Order. If such services are required, they shall be provided through an amendment to this Proposal or through a separate Proposal with OWNER.

1. Data Gathering of Public or Private Stormwater BMP Information: Any services related to data gathering of public or private stormwater BMP information.
2. Topographic Survey of Additional Public or Private Stormwater BMPs: Any services related to topographical survey of additional public or private stormwater BMPs.
3. WinSLAMM Modeling of Additional Public or Private Stormwater BMPs: Any services related to WinSLAMM modeling of additional public or private stormwater BMPs.

#### **Compensation**

OWNER shall compensate ENGINEER for Services under this Task Order a lump sum of \$164,000.

### **Schedule**

Services will begin upon execution of this Task Order, which is anticipated the week of January 15, 2024. Services are scheduled for completion on June 30, 2025.

### **OWNER's Responsibilities**

In addition to those items found in the associated Agreement for Technical Services, OWNER shall be responsible for the following:

1. Provide a stormwater inlet sump inventory of visual observation and measurement of each stormwater inlet/catch basin on OWNER's property, if OWNER intends to seek stormwater quality credit for stormwater inlet sumps. This information will be used in the water quality model to provide OWNER credit for the inlets that have sumps in them. OWNER shall provide a map of the locations and depths of inlets with sumps and maintenance schedule.
2. Provide information regarding existing stormwater management programs including public education and outreach, public involvement and participation, IDDE, stormwater pollution prevention for municipal operations, street sweeping, deicing and snow removal, leaf and yard waste management, municipal garage and storage area management, and turf maintenance policies.
3. Provide a list of new development, redevelopment, and in-fill development projects with a notice of intent submitted on or after October 1, 2004, and a map showing the location of each. Provide a list, including locations, of development projects prior to October 1, 2004, that have stormwater BMPs.
4. Provide a list, locations, design drawings (grading plans and details), and stormwater management reports for all known existing stormwater BMPs (including privately owned) and practices for which stormwater quality credit is pursued, as available. Provide existing stormwater maintenance agreements for privately-owned stormwater BMPs. For stormwater BMPs, minimum necessary information includes stage/storage, outlet structure/pipes, and approximate current depth of water in the pond today for wet detention basins, as available.
5. Provide available existing soil borings at dry detention basins, infiltration basins, and other stormwater facilities.

# OWNER REVIEW

Strand Associates, Inc.®

Town of Brookfield  
Task Order No. 23-04  
Page 5  
November 14, 2023

## DRAFT

6. Provide the most recent version of the following maps in digital format:
  - a. Stormwater system map including locations of storm sewer, storm structures, grass-lined ditches, outfalls, and stormwater BMPs.
  - b. City boundary map.
  - c. Existing land use map.
  - d. Zoning map.
  - e. Street map.
  - f. Street sweeping map.
  - g. Parcel map.
  - h. Parks, recreational facilities, and open space map.
  - i. Public Works Facilities map.
  - j. Wetlands map.
  - k. Floodplain map.
  - l. Aerial photography map.
  - m. Contour map.
  - n. Stormwater-related computer-aided design, GIS, and WinSLAMM files (i.e., watersheds, land use, WinSLAMM .dat or .mdb files) from OWNER's previous stormwater plans, as available.
7. Prepare and submit grant reimbursement requests to WDNR.
8. Assist ENGINEER in field survey/inventory of stormwater system and stormwater BMPs including a staff person and all necessary traffic control.
9. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Task Order-specified project Services.

### TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.®

## DRAFT

\_\_\_\_\_  
Joseph M. Bunker  
Corporate Secretary

Date

OWNER:

TOWN OF BROOKFIELD

## DRAFT

\_\_\_\_\_  
Tom Hagie  
Town Administrator

Date