

**Town of Brookfield**  
645 N. Janacek Road  
Brookfield, WI 53045  
(P) 262-796-3788  
(F) 262-796-0339



## MEETING NOTICE

Town of Brookfield Municipal Building, Eric Grant Room  
645 N. Janacek Road, Brookfield, WI

**Tuesday, February 6, 2024**

**Joint Town Board and Community Development Authority Meeting** – 7:00 p.m.

### Agenda

- 1) Call to Order.
- 2) Meeting Notices.
- 3) Approval of Agenda.
- 4) Approval of Minutes.
- 5) Citizen Comments: Three-minute limit.
- 6) Old Business: None.
- 7) New Business:
  - a. Joint Direction and First Amendment to Deposit Escrow Agreement regarding TID No. 1: Escrow Disbursement to Brookfield Corners LLC.
- 8) Approval of Vouchers and Checks.
- 9) Communication and Announcements.
- 10) Adjourn.

---

**Town Board, Utility District No. 1 & Sanitary District No. 4 Meeting** - Immediately following the joint meeting.

### Agenda

- 1) Call to Order.
- 2) Meeting Notices.
- 3) Approval of Agenda.
- 4) Approval of Minutes.
- 5) Citizen Comments: Three-minute limit.
- 6) Old Business: None.

- 7) New Business:
  - a. Appointment of Humane Officer at the request of the Elmbrook Humane Society.
  - b. Resolution 2024-01: Updating the Master Fee Schedule.
  - c. General Development Discussion.
- 8) Departments, Boards, Committee/Commission Reports/Recommendations.
  - a. Plan Commission.
    - i. Introduction of Resolution to Discontinue a Portion of Bluemound Road Frontage Road abutting 1890 W Bluemound Road.
    - ii. Recommendation for Preliminary Project Approval: 21055 Crossroad Circle: New three-story salon suite facility.
    - iii. Set a Date for a Public Hearing.  
Ordinance Repealing and Recreating Sections 5.23(1) and 5.23(1)(a) of the Municipal Code, relating to Fire Department plan reviews.
  - b. Fire Department.
    - i. Purchase Agreement: Reliant Fire Apparatus, Inc. for a new fire engine.
    - ii. Fire Chief: Department Update.
- 9) Approval of Vouchers and Checks.
- 10) Communication and Announcements.
- 11) Adjourn.

*Posted this 2nd day of February, 2024*



---

Deanna Alexander, MPA  
Town Clerk, Town of Brookfield

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

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

1) CALL TO ORDER.

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

2) MEETING NOTICES.

The meeting was noticed in accordance with Open Meeting Law.

3) APPROVAL OF AGENDA.

Motion by Supervisor Kohlmann to approve.

Seconded by Commissioner Koplin.

*Motion Passed Unanimously.*

4) APPROVAL OF MINUTES.

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

Seconded by Commissioner Koplin.

*Motion Passed Unanimously.*

5) CITIZEN COMMENTS.

None.

6) OLD BUSINESS.

None.

7) NEW BUSINESS.

a. Discussion and necessary action regarding the Assignment of Development Agreement and Municipal Revenue Obligation for the Poplar Creek Town Center project.

Motion by Commissioner Koplin to approve.

Seconded by Commissioner Neville.

*Motion Passed Unanimously.*

8) APPROVAL OF VOUCHERS AND CHECKS.

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

Seconded by Commissioner Koplin.

*Motion unanimously.*

9) COMMUNICATION AND ANNOUNCEMENTS.

None.

10) ADJOURN

Motion by Supervisor Stanelle to adjourn at 7:10 p.m.

Seconded by Supervisor Kohlmann.

*Motion Passed Unanimously.*

Respectfully submitted,

Tom Hagie

Town Administrator/Interim Clerk

TOWN OF BROOKFIELD  
TOWN BOARD MINUTES  
JANUARY 2, 2024

The regular meeting of the Town Board, Sanitary District No. 4, and Utility District No. 1 was held in the Erich Grant 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; Building Inspector Jason Chromy, 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 December 19, 2023 Town Board meeting.  
Seconded by Supervisor Kohlmann.  
*Motion Passed Unanimously.*

5) CITIZEN COMMENTS. None.

6) OLD BUSINESS. None.

7) NEW BUSINESS.

- a. Discussion and possible action regarding alcohol licenses for July 1, 2023 to June 30, 2024 licensing year.  
Motion by Supervisor Kohlmann to approve.  
Seconded by Supervisor Charlier.  
*Motion Passed Unanimously.*
- b. Discussion and possible action regarding the Wisconsin Building Inspections 2024 contract for building inspection services.  
Motion by Supervisor Kohlmann to approve with the striking the first sentence in Section H.  
Seconded by Supervisor Charlier.  
*Motion Passed Unanimously.*

8) DEPARTMENTS, BOARDS, COMMITTEE/COMMISSION REPORTS/RECOMMENDATIONS. None.

9) APPROVAL OF VOUCHERS AND CHECKS.

Motion by Supervisor Schatzman to approve vouchers dated 12/20/2023-1/2/2023 in the amount of \$71,655.66.  
Seconded by Supervisor Stanelle.  
*Motion Passed Unanimously.*

10) COMMUNICATION AND ANNOUNCEMENTS. None.

11) ADJOURN.

Motion by Supervisor Kohlmann to adjourn at 7:10 p.m.  
Seconded by Supervisor Charlier.  
*Motion Passed Unanimously.*

Respectfully submitted,  
Tom Hagie  
Town Administrator/Interim Clerk

## DEPOSIT ESCROW AGREEMENT

October 3, 2017

Escrow Officer: Andres Bardelas  
Escrow No.: 201705405-001  
Phone No.: 312-223-2708  
E-mail: andres.bardelas@ctt.com

Chicago Title Insurance Company (“**Escrow Agent**”)  
10 South LaSalle Street, Suite 3100  
Chicago, Illinois 60603  
Attention: Andres Bardelas

Reference is made to that certain The Corners of Brookfield Project - TID NO. 1 Development Agreement (as amended, the “**Development Agreement**”) by and between the Town of Brookfield (the “**Town**”), the Community Development and Redevelopment Authority of The Town of Brookfield (the “**Authority**”), Brookfield Corners LLC, a Delaware limited liability company (the “**Developer**”), and The Marcus Corporation, made as of February 25, 2015, as amended by that First Amendment to Development Agreement made and entered into as of June 16, 2015, as further amended by that Second Amendment to Development Agreement made and entered into as of September 15, 2015, and as further amended by that Third Amendment to Development Agreement made and entered into as of November 11, 2015. All capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Development Agreement. In consideration of the mutual covenants herein contained, the sufficiency of which is hereby mutually acknowledged, the parties hereto agree as follows:

Developer is depositing with Escrow Agent Two Million Five Hundred Thousand Dollars and No Cents (\$2,500,000.00) (as may be adjusted according to the terms of Section 2, below, or elsewhere in this Deposit Escrow Agreement, the “**Deposit**”) in satisfaction of the Letter of Credit requirement under the Development Agreement and as replacement for the Letter of Credit previously held by the Town or the Authority pursuant to the Development Agreement.

Escrow Agent, as escrowee, is hereby directed to and hereby agrees to hold, deal with and dispose of the Deposit in accordance with the following terms and conditions, to which the parties hereto agree and confirm:

1. Escrow Agent shall hold the Deposit until, following the occurrence of a Shortfall not the result of the Town’s or the Authority’s noncompliance with their obligations under Section 5.2 of the Development Agreement and Developer’s failure to advance the amount of such Shortfall to the Authority in accordance with Section VII.A of the Development Agreement, Escrow Agent receives a written demand from the Town or the Authority stating (a) that Developer has failed to pay a Shortfall as defined in the Development Agreement and (b) the amount of payment demanded from the Deposit in the amount of such Shortfall, in which event Escrow Agent shall immediately disburse the amount demanded to the Town or the Authority without any need for joint instruction or consent from Developer.

2. The Deposit shall be reduced as follows: (a) upon the Letter of Credit Reduction Date the amount of the Deposit shall be reduced to One Million Six Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and No Cents (\$1,666,666.00) and the full amount by which the Deposit otherwise then exceeds such amount shall be immediately and unconditionally disbursed to Developer; (b) upon the first anniversary of the Letter of Credit Reduction Date the amount of the Deposit shall be reduced to Eight Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and No Cents (\$833,333.00) and the full amount by which the Deposit otherwise then exceeds such amount shall be immediately and unconditionally disbursed to Developer; and (c) upon the second anniversary of the Letter of Credit Reduction Date the amount of the Deposit shall be reduced to No Dollars and No Cents (\$0.00) and the full amount by which the Deposit otherwise then exceeds such amount shall be immediately and unconditionally disbursed to Developer. The Town, Authority and Developer shall promptly direct Escrow Agent in accordance with this Section 2.

3. In the event that the Deposit is drawn upon pursuant to Section 1, above, the Developer agrees to replenish the Deposit to the full Deposit amount (\$2,500,000.00) and upon such replenishment the Shortfall shall be deemed to have been paid by Developer for purposes of the Development Agreement.

4. In the event that the Town or Authority draws upon the Deposit but the statement provided by the Town or Authority for such draw is inaccurate, the amount of the Deposit drawn, or the amount excessively drawn, shall be immediately returned to Escrow Agent by the Town and the Authority for Developer's benefit, and, to the extent the amount then held by Escrow Agent exceeds the amount of the Deposit then required according to the terms of this Deposit Escrow Agreement, such excess shall be immediately and unconditionally disbursed to Developer.

5. In the event that Escrow Agent receives written instruction or demand from Developer, the Town or the Authority, other than from the Town and/or the Authority as set forth in Section 1 of this Deposit Escrow Agreement, then Escrow Agent shall continue to hold the Deposit until Escrow Agent receives a joint order from Developer, the Town and the Authority, but after sixty (60) days Escrow Agent may deposit the Deposit with a court of competent jurisdiction.

6. Notwithstanding anything herein to the contrary, Escrow Agent is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court, and in case Escrow Agent obeys or complies with any such order, judgment or decree of any court, Escrow Agent shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance, notwithstanding any such order, judgment or decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this Deposit Escrow Agreement to which Escrow Agent is or may at any time be a party, the undersigned Developer, Town and Authority agree that the non-prevailing party shall pay to Escrow Agent upon demand all reasonable out-of-pocket costs and expenses incurred by Escrow Agent in connection herewith.

7. Any escrow fee to be charged by Escrow Agent shall be paid by Developer, which may be paid from earnings received from investing the Deposit.

8. The Deposit may be invested as set forth in this paragraph, provided that Escrow Agent is in receipt of the taxpayer's identification number and investment forms as required. Escrow Agent will, upon request, furnish information concerning its procedures and fee schedules for investment. The Deposit may be invested at the sole discretion of Developer from time to time, provided that the investment is limited to one or more of the investments listed on Schedule A attached hereto and made a part hereof. Any other investments sought by Developer shall be made only at the joint direction of Developer, Town and Authority from a menu of investments proffered by the Escrow Agent from time to time.

9. In the event that Developer directs that the Deposit be invested in an interest-bearing account, then any interest earned on the Deposit, after Escrow Agent deducts its customary escrow fees, shall in all events be for the benefit of and disbursed to the Developer.

10. Developer, Town and Authority acknowledge and agree that Escrow Agent is acting solely as escrow agent at their request and for their convenience, that Escrow Agent shall not be deemed to be the agent of any of the other parties, and that Escrow Agent shall not be liable to any of the other parties for any action or omission on its part taken or made in good faith, and not in disregard of this Deposit Escrow Agreement, but shall be liable for its negligent acts and willful misconduct. Developer shall indemnify and hold Escrow Agent harmless from and against all losses, costs, damages, claims, liabilities, expenses, demands or obligations of any kind or nature whatsoever (including reasonable attorneys' fees, expenses and disbursements) incurred in connection with the performance of Escrow Agent's duties hereunder, except with respect to actions or omissions taken or made by Escrow Agent in bad faith, in disregard of this Deposit Escrow Agreement or involving negligence on the part of Escrow Agent.

11. All notices, demands or other communications given under this Deposit Escrow Agreement shall be in writing and shall be deemed to have been duly delivered and received (a) upon the delivery (or refusal to accept delivery) by messenger or overnight express delivery service (or, if such date is not on a business day, on the business day next following such date), or (b) on the third (3rd) business day next following the date of its mailing by certified mail, postage prepaid, at a post office maintained by the United States Postal Service, or (c) upon the receipt by facsimile transmission or by e-mail as evidenced by a confirmation of receipt followed by delivery by one of the other methods, addressed as follows:

If intended for Developer:

Brookfield Corners LLC  
c/o IM Property Investments (USA) LLC  
77 West Wacker Drive, Suite 4025  
Chicago, Illinois 60601  
Telephone: (312) 620-2090  
E-mail: Robert.Gould@improperties.co.uk  
Attention: Robert Gould

with a copy to:

Seyfarth Shaw LLP  
233 South Wacker Drive, Suite 8000  
Chicago, Illinois 60606  
Telephone: (312) 460-5819  
Fax No.: (312) 460-7819  
E-mail: jjahns@seyfarth.com  
Attention: Jeffrey Jahns

If intended for Town:

Town of Brookfield  
Town Hall  
645 North Janacek Road  
Brookfield, Wisconsin 53085  
Telephone: (262) 796-3788  
Fax No.: (262) 796-0339  
E-mail: administrator@townofbrookfield.com  
Attention: Tom Hagie

with a copy to:

Cramer, Multhauf & Hammes, LLP  
1601 East Racine Avenue, Suite 200  
Post Office Box 568  
Waukesha, Wisconsin 53187  
Telephone: (262) 542-4278  
Fax No.: (262) 542-4270  
E-mail: jwh@cmhlaw.com  
Attention: James W. Hammes

And a copy to:

Quarles & Brady LLP  
411 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202  
Telephone: (414) 277-5619  
Fax No.: (414) 978-8619  
E-mail: scott.langlois@quarles.com  
Attention: Scott L. Langlois

If intended for Authority:

The Community Development and  
Redevelopment Authority of the Town of  
Brookfield  
Town Hall  
645 North Janacek Road  
Brookfield, Wisconsin 53085  
Telephone: (262) 796-3788  
Fax No.: (262) 796-0339  
E-mail: administrator@townofbrookfield.com  
Attention: Tom Hagie

with a copy to:

Cramer, Multhauf & Hammes, LLP  
1601 East Racine Avenue, Suite 200  
Post Office Box 568  
Waukesha, Wisconsin 53187  
Telephone: (262) 542-4278  
Fax No.: (262) 542-4270  
E-mail: jwh@cmhlaw.com  
Attention: James W. Hammes

And a copy to:

Quarles & Brady LLP  
411 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202  
Telephone: (414) 277-5619  
Fax No.: (414) 978-8619  
E-mail: scott.langlois@quarles.com  
Attention: Scott L. Langlois

If intended for Escrow Agent:

Chicago Title Insurance Company  
10 S LaSalle St , Suite 3100  
Chicago, IL 60603  
Fax No.: 312-223-4951  
Email: [andres.bardelas@ctt.com](mailto:andres.bardelas@ctt.com)  
Attention: Andres Bardelas

A party may change its address for notices by notifying the other parties.

12. Upon or prior to the execution hereof, the Town and the Authority shall deposit the Letter of Credit, undrawn, with Escrow Agent for disposition in accordance herewith. This Deposit Escrow Agreement shall not be effective until the Deposit and the Letter of Credit have been deposited with Escrow Agent in accordance herewith and this Deposit Escrow Agreement has been fully executed and delivered. Upon this Deposit Escrow Agreement becoming effective, of which Escrow Agent shall give the parties prompt email notice, Escrow Agent shall return the Letter of Credit to Developer for cancellation.

13. The Deposit and this Deposit Escrow Agreement are without prejudice to the Town, Authority and Developer mutually agreeing on alternative security for payment of a Shortfall.

14. This Deposit Escrow Agreement is being entered into to implement the Development Agreement. Any direction hereunder signed or approved by the Town or the Authority shall be deemed to have been signed or approved by both the Town and the Authority. Each of the parties hereby confirms that it is duly authorized to enter into this Deposit Escrow Agreement and that it will undertake all actions reasonably required to confirm and preserve such authority. The Development Agreement requirement to post the Letter of Credit is and shall be superseded by this Deposit Escrow Agreement. In the event of any inconsistency between the terms of the Development Agreement and this Deposit Escrow Agreement, the terms of this Deposit Escrow Agreement shall control.

15. This Deposit Escrow Agreement may be executed and amended from time to time by the parties or their respective attorneys acting on their behalf, in two (2) or more counterparts, each of which shall be an original, but such counterparts together shall constitute but one and the same instrument. Signatures of the parties hereto may be exchanged by facsimile or by electronic or digital transmission and shall be accepted as original signatures.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF Developer, Town, Authority and Escrow Agent have executed this Deposit Escrow Agreement under seal as of the date first above written.

**DEVELOPER:**

BROOKFIELD CORNERS LLC

By: \_\_\_\_\_  
Name: Robert Gould  
Its: President

**TOWN:**

TOWN OF BROOKFIELD

By: \_\_\_\_\_  
Name: Keith Henderson  
Its: Chairman

[Attest]: \_\_\_\_\_  
Name: Elisa M. Cappozzo  
Its: Clerk

**AUTHORITY:**

COMMUNITY DEVELOPMENT AND  
REDEVELOPMENT AUTHORITY OF  
THE TOWN OF BROOKFIELD

By: \_\_\_\_\_  
Name: Patrick Strobel  
Its: Chairperson

**ESCROW AGENT:**

CHICAGO TITLE INSURANCE COMPANY

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

IN WITNESS WHEREOF Developer, Town, Authority and Escrow Agent have executed this Deposit Escrow Agreement under seal as of the date first above written.

**DEVELOPER:**

BROOKFIELD CORNERS LLC

By: \_\_\_\_\_  
Name: Robert Gould  
Its: President

**TOWN:**

TOWN OF BROOKFIELD

By: \_\_\_\_\_  
Name: Keith Henderson  
Its: Chairman

[Attest]: \_\_\_\_\_  
Name: Elisa M. Cappozzo  
Its: Clerk

**AUTHORITY:**

COMMUNITY DEVELOPMENT AND  
REDEVELOPMENT AUTHORITY OF  
THE TOWN OF BROOKFIELD

By: \_\_\_\_\_  
Name: Patrick Strobel  
Its: Chairperson

**ESCROW AGENT:**

CHICAGO TITLE INSURANCE COMPANY

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

IN WITNESS WHEREOF Developer, Town, Authority and Escrow Agent have executed this Deposit Escrow Agreement under seal as of the date first above written.

**DEVELOPER:**

BROOKFIELD CORNERS LLC

By: \_\_\_\_\_  
Name: Robert Gould  
Its: President

**TOWN:**

TOWN OF BROOKFIELD

By: \_\_\_\_\_  
Name: Keith Henderson  
Its: Chairman

[Attest]: \_\_\_\_\_  
Name: Elisa M. Cappozzo  
Its: Clerk

**AUTHORITY:**

COMMUNITY DEVELOPMENT AND  
REDEVELOPMENT AUTHORITY OF  
THE TOWN OF BROOKFIELD

By: \_\_\_\_\_  
Name: Patrick Strobel  
Its: Chairperson

**ESCROW AGENT:**

CHICAGO TITLE INSURANCE COMPANY

By: Andres E. Berdeas  
Name: ANDRES E. BERDEAS  
Title: AVP

**SCHEDULE A**  
**Authorized Investments**

Money market funds maintained by any of Bank of America, BMO Harris Bank, Chase Bank, Citizens Bank, Citibank, Fifth Third Bank or US Bank, or mutual funds with next business day availability, at least 95% consisting of cash or obligations of the United States Treasury.

CHICAGO TITLE & TRUST CO  
 AS ESCROW AGENT FBO  
 10 S. LASALLE STREET, SUITE 32  
 CHICAGO ILLINOIS 60603  
 COUNTRY MISSING 99999



BROOKFIELD CORNERS LLC  
 CTT AS ESCROW AGENT  
 77 W WACKER DRIVE SUITE 4025  
 CHICAGO IL 60601

146  
 146

Sub Account Number: xxxxxxxxxxxxxx8022  
 Account Type: SUB ACCOUNT  
 Statement Period: 11/01/2023 - 11/30/2023

## Escrow Manager Sub Account Detail Statement

### Master Account Information

CHICAGO TITLE & TRUST CO  
 AS ESCROW AGENT FBO  
 10 S. LASALLE STREET, SUITE 32  
 CHICAGO ILLINOIS 60603  
 COUNTRY MISSING 99999

### Sub Account Detail Information

Sub Account Number:	xxxx8022	Interest Paid This Period:	\$8,676.14
Taxpayer ID Number:	xx-xxx3494	Federal Tax Withheld This Period:	\$0.00
Current Bal:	\$2,647,669.56	Interest Paid Year To Date:	\$87,253.37
Open Date	10/26/2017	Federal Tax Withheld Year To Date:	\$0.00

### Sub Account Deposits Activity

Date	Description	Serial Number	Description	Credits	Debits	Balance
10-31	Beginning Balance					\$2,638,993.42
11-30	Interest Payment			\$8,676.14		\$2,647,669.56
11-30	Ending Balance					\$2,647,669.56

0000647800014601010000

ESC002 / FTBW / 20231206 / 10S1 / 146



BROOKFIELD CORNERS LLC  
CTT AS ESCROW AGENT  
77 W WACKER DRIVE SUITE 4025  
CHICAGO IL 60601

ESCROW MANAGER SUB ACCOUNT STATEMENT

ESCROW MASTER ACCOUNT INFORMATION

CHICAGO TITLE & TRUST CO  
AS ESCROW AGENT FBO  
10 S. LASALLE STREET, SUITE 32  
CHICAGO ILLINOIS 60603  
COUNTRY MISSING 99999

ESCROW SUB-ACCOUNT INFORMATION

SUB-ACCOUNT NUMBER:	*****8022	INTEREST PAID THIS PERIOD:	8,994.82
TAX PAYER NUMBER:	**-*3494	INTEREST PAID THIS YEAR:	96,248.19
CURRENT BALANCE:	2,656,664.38	FED TAX WITHHELD THIS PERIOD:	.00
AVERAGE RATE THIS PERIOD	4.0000%	FED TAX WITHHELD THIS YEAR:	.00

EFF-DT	PROC-DT	DESCRIPTION	CREDITS	DEBITS	BALANCE
11-30	11-30	BEGINNING BALANCE			2,647,669.56
12-31	12-29	INTEREST PAYMENT	8,994.82		2,656,664.38
12-31	12-31	ENDING BALANCE			2,656,664.38



January 3, 2024

Tom Hagie  
Town of Brookfield  
645 North Janacek Road  
Brookfield, WI 53045

Dear Tom,

Elmbrook Humane Society has had a recent change in humane officers. Elias Meinzer successfully completed the humane officer training through the State of Wisconsin, receiving his humane officer certification from the State of Wisconsin (see attached certification). I respectfully request that he be appointed as a humane officer for the Town of Brookfield to ensure that all humane officer needs are met.

Nicole Franklin (Williams) is currently appointed as a humane officer for the Town of Brookfield. Can you please terminate her appointment as a humane officer for the Town of Brookfield as she no longer serves in this capacity.

Starr Vigo and myself (Beth Blackwood, previously Twaddle) both continue to serve as humane officers for the Town of Brookfield.

Additionally, as required by State of Wisconsin statute, the Town of Brookfield must notify the State of any individuals appointed or whose appointments have been terminated via a letter:

*ATCP 15.10 Humane officer appointment or termination; report. A political subdivision shall notify the department in writing whenever the political subdivision appoints or terminates a humane officer. The political subdivision shall give the notice within 30 days after the appointment or termination occurs. The notice shall include all the following:*

*ATCP 15.10(1)*

- (1) The identity of the political subdivision.*
- (2) The name and address of the humane officer.*
- (3) The humane officer's certification number if the humane officer is currently certified under this chapter.*
- (4) The date of the appointment or termination.*

The letter should be sent to the following address: Dr. Yvonne Bellay, DATCP, 2811 Agriculture Drive, P.O. Box 8911, Madison, WI 53708. I would greatly appreciate receiving a copy of the letter sent to DATCP, as we are required to keep it on file for recertification.

Should you have any questions or need additional information, please contact me at [beth@ebhs.org](mailto:beth@ebhs.org) or 262-244-6018.

Best Regards,

Beth Blackwood  
Director of Animal Operations, Humane Officer



Wisconsin Department of Agriculture, Trade and Consumer Protection

2811 Agriculture Drive, PO Box 8911, Madison, WI 53708-8911

Certification Number: 597  
Statutes: Ch. 173, Ch. ATCP 15

Certified Eff: January 1, 2023  
Expires: December 31, 2025

# Humane Officer Certification

Certification Status:  
Certified

Humane Officer:

**Elias Meinzer**

Address: 20950 Enterprise Ave Brookfield, WI 53045

Appointing Jurisdiction(s):

This is your license/permit/certification/registration document. Post or carry as required by law. Non-transferrable - subject to revocation or suspension as provided by law.

DMS-BIT-06S (03/18/10)

Remove this card and carry as identification.

bits-16.qxd (rev.03/16)

Elias Meinzer  
20950 Enterprise Ave  
Brookfield, WI 53045



Wisconsin Department of  
Agriculture, Trade and Consumer Protection

Humane Officer Certification  
Expires: December 31, 2025

Elias Meinzer #597  
20950 Enterprise Ave Brookfield, WI 53045

Humane Officer Signature:

STATE OF WISCONSIN:

TOWN OF BROOKFIELD:

WAUKESHA COUNTY:

RESOLUTION #2024-01

---

**RESOLUTION UPDATING THE TOWN OF BROOKFIELD  
MASTER FEE SCHEDULE**

---

**WHEREAS**, under the Town of Brookfield Code, the Town Board for the Town of Brookfield may from time to time update all or portions of its Master Fee Schedule by adoption of a resolution; and

**WHEREAS**, by adoption of this Resolution, the Town Board desires to update certain portions of its Master Fee Schedule, as further shown on the attached **Exhibit A**.

**NOW, THEREFORE, BE IT RESOLVED**, the Town of Brookfield Master Fee Schedule shall be revised and updated in accordance with Exhibit A attached to this Resolution;

**BE IT FURTHER RESOLVED** that all other fees on the Master Fee Schedule shall remain in full force and effect.

Adopted this 6th day of February, 2024.

BY: \_\_\_\_\_  
Keith Henderson, Chairman

BY: \_\_\_\_\_  
John Charlier, Supervisor

BY: \_\_\_\_\_  
Steve Kohlmann, Supervisor

BY: \_\_\_\_\_  
John R. Schatzman, Sr., Supervisor

BY: \_\_\_\_\_  
Ryan Stanelle, Supervisor

ATTEST: \_\_\_\_\_  
Deanna Alexander, Clerk

EXHIBIT A  
 RESOLUTION #2024-01  
 SCHEDULE OF FEES AND FORFEITURES  
 PROPOSED CHANGES  
 2/6/2024

Planning Department: **ADD** the following fee tables.

Description	Fee
Fence Permit	\$ 75.00

Building Inspections: **ADD** the following fee tables.

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 500	\$175.00	\$175.00	\$100.00	\$100.00
501 - 2,500	\$450.00	\$275.00	\$175.00	\$175.00
2,500 - 5,000	\$550.00	\$375.00	\$175.00	\$175.00
5,001 - 10,000	\$800.00	\$550.00	\$175.00	\$175.00
10,001 - 20,000	\$1,120.00	\$675.00	\$225.00	\$225.00
20,001 - 30,000	\$1,630.00	\$875.00	\$325.00	\$325.00
30,001 - 40,000	\$2,150.00	\$1,250.00	\$375.00	\$375.00
40,001 - 50,000	\$2,850.00	\$1,700.00	\$575.00	\$575.00
50,001 - 75,000	\$3,900.00	\$2,250.00	\$800.00	\$800.00
75,001 - 100,000	\$4,900.00	\$3,050.00	\$1,150.00	\$1,150.00
100,001 - 200,000	\$7,900.00	\$4,000.00	\$1,575.00	\$1,575.00
200,001 - 300,000	\$13,900.00	\$9,400.00	\$2,075.00	\$2,075.00
300,001 - 400,000	\$21,100.00	\$13,700.00	\$4,650.00	\$4,650.00
400,001 - 500,000	\$25,000.00	\$16,800.00	\$6,750.00	\$6,750.00
Over 500,000	\$28,000.00	\$18,900.00	\$8,850.00	\$8,850.00
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 square feet. 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, but not 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 Town of Brookfield 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 15-day standard 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 Town of Brookfield 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 15-day standard processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.



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: January 18, 2024  
PC MEETING DATE: January 23, 2024

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

**Applicant:** Ryan Janssen representing Avery & Birch

**Application Type:** Preliminary approval of a new building consisting of a three-story salon suite facility

### Request

Preliminary 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 eventually split the existing lot into 2 lots but is not planning on splitting the property at this time. The plans show where the potential property split may occur.
  - Potential lot size (if divided) = Approximately 1.82 acres or 79,505 square feet.
  - This will require a certified survey map review and approval. The lot size may differ than current plans but must still meet setback and lot size requirements.
- Proposed structure = 16,500 total square foot three-story facility with salon suites. Approximately 5,500 square feet each floor.
- Approximately 89 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.
  - There appears to be an adequate amount of parking provided on-site.
  - The proposed site plan shows a drive access connection to the future lot to the north.
- Proposed setbacks:
  - Front = 210+'
  - Side = 66' north and 87' south
  - Rear = 69'

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

- All building setbacks will meet code requirements.
- The pavement setback along the Crossroads Circle right-of-way appears to meet the 10' requirement.
- Sum total of floor area
  - Proposed = 20.7% 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 applicant is proposing to add a stormwater pond to the north of the building and this is proposed to serve the potential northern lot as well.
- Note: Some of the site data provided on the site plan (Sheet C100) is inaccurate as the total floor area and the floor area ratio.

Any review comments or concerns from the Development Review Team will be provided at the time of the meeting.

#### ***Preliminary Approval Requirements***

The purpose of preliminary project review is to determine that proposed structures are properly located and to review the project plans. The project plans, in the maximum scale of one-inch equals 40 feet, for any multifamily residential, commercial, industrial, park, or institutional development shall include a plat of survey prepared by a registered land surveyor showing the location, boundaries, dimensions, elevations, existing and proposed grades to the Town of Brookfield datum. In addition, the plat of survey shall show the location, elevation, existing grades, and use of any abutting lands and their structures within 100 feet of the subject site. This information was provided by the applicant and included in the plan sets.

According to Section 17.02(4)(c) of the zoning code, the Committee needs to review the following:

- site plan
- existing and proposed structures
- architectural plans
- driveway location
- loading and unloading
- highway access
- traffic generation and circulation
- drainage
- utilization of landscaping and open space.

When deciding whether to approve the preliminary plans, the Committee should consider these elements.

#### ***Development Review Team Feedback***

The Town Engineer provided a review letter to the applicant and the applicant has submitted new plans to address the items listed in the letter. The Town Engineer has not been able to review the revised plans at this time.

#### ***Architectural Review Committee (ARC) Review***

The ARC reviewed the proposed preliminary plans and recommended preliminary approval. The ARC did mention that they thought the architectural features should be enhanced.

***Next Steps***

If approved by Plan Commission, the applicant can submit for final approval, which is reviewed by Architectural Review Committee, Plan Commission, and approved by the Town Board.

**Plan Commission Recommendation**

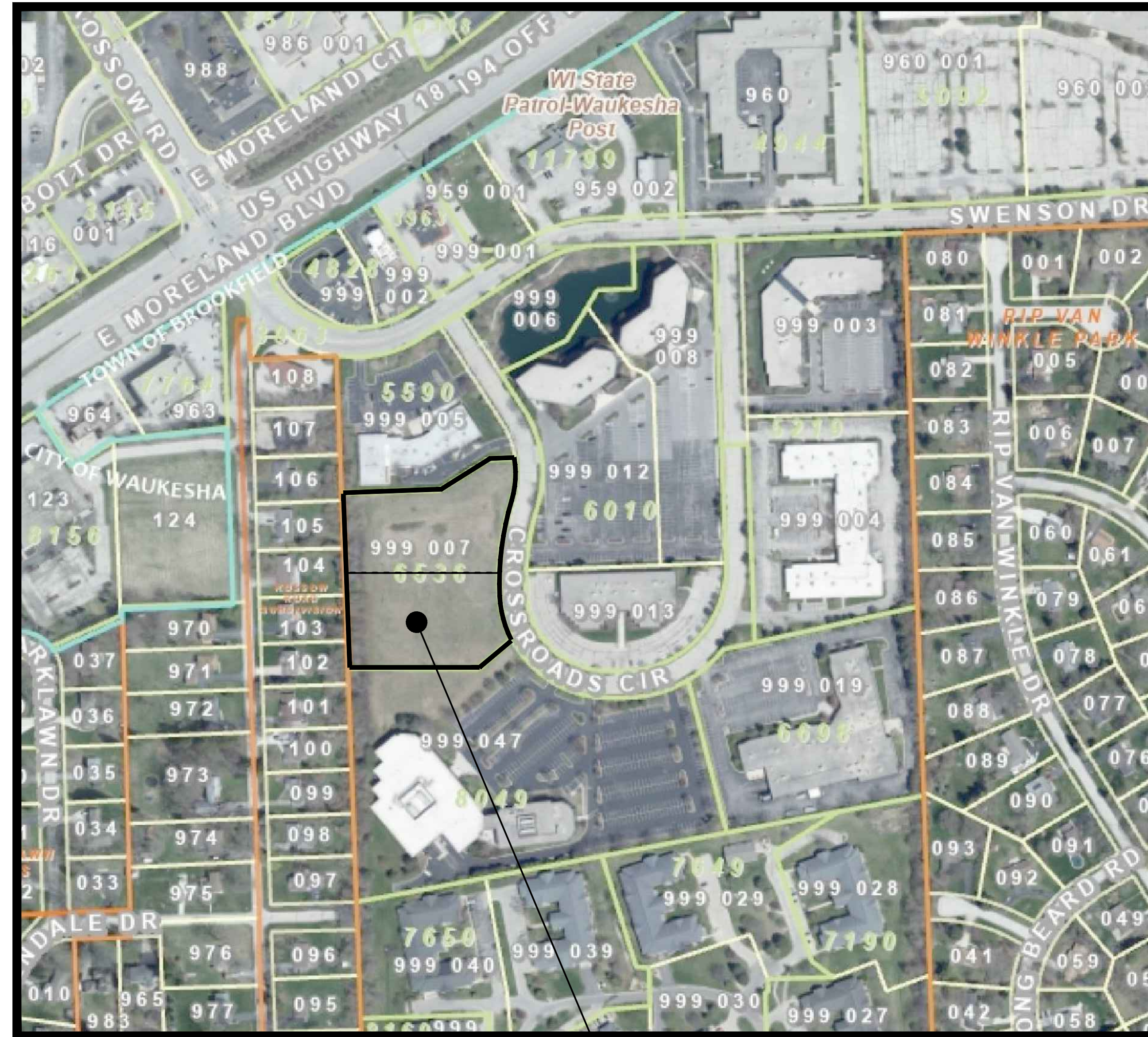
Grant preliminary approval of the proposed building.

CONSTRUCTION PLANS  
FOR  
AVERY & BIRCH  
21055 CROSSROADS CIRCLE  
TOWN OF BROOKFIELD, WISCONSIN

**LEGEND**

- SECTION CORNER MONUMENT
- FOUND 1" IRON PIPE OR AS NOTED
- POST
- UTILITY POLE
- GUY POLE
- GUY WIRE
- CULVERT
- UTILITY PEDESTAL
- ELECTRIC PEDESTAL
- SEPTIC FACILITY
- SEPTIC CLEANOUT
- TV MANHOLE
- YARD LIGHT
- INLET
- SOIL TEST LOCATION W/ ELEV.
- WELL
- WIRE FENCE
- SILT FENCE
- (XXXXXX) RECORD DIMENSION
- ST STORM SEWER
- SAN SANITARY SEWER
- WM WATER MAIN
- OH OVERHEAD POWER/UTILITY
- G UNDERGROUND GAS
- E UNDERGROUND ELECTRIC
- C UNDERGROUND CABLE
- x1007.0 EXISTING SPOT ELEVATION
- 1008 EXISTING CONTOUR
- x1008 PROPOSED SPOT ELEVATION
- 1008 PROPOSED CONTOUR
- PROPOSED DRAINAGE DIRECTION
- Soil TYPE
- FG 1008.0 PROPOSED YARD GRADE
- STRAW LOG DITCH CHECK
- RIPRAP

**NOTES:**  
1) A LEGEND SHOWING SPECIAL SYMBOLS, LINE TYPES, ETC. IS SHOWN HEREON.  
2) UNDERGROUND UTILITIES MUST BE LOCATED BY "DIGGERS HOTLINE" PRIOR TO START OF CONSTRUCTION.

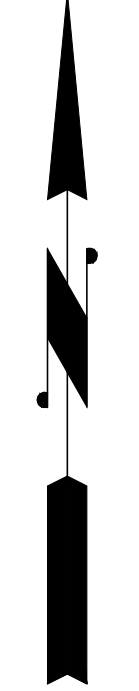


SUBJECT  
PROPERTY

**GENERAL NOTES:**

1. BEARINGS ARE REFERENCED TO THE CERTIFIED SURVEY MAP NO. 6536, IN WHICH WEST LINE OF THE NE 1/4 OF SEC. 31-7-20 WAS TAKEN TO BEAR S02°06'31"W.
2. Vertical datum is based on North American Vertical Datum of 1988.
3. ALL SITE IMPROVEMENTS AND CONSTRUCTION SHOWN ON THE PLANS SHALL CONFORM TO THE CURRENT TOWN OF BROOKFIELD CONSTRUCTION STANDARDS. WHERE THE PLANS DO NOT COMPLY, IT SHALL BE THE SOLE RESPONSIBILITY AND EXPENSE OF THE DEVELOPER TO MAKE REVISIONS TO THE PLANS AND/OR CONSTRUCTED INFRASTRUCTURE TO COMPLY.

SCALE: 1" = 200'



**DEVELOPER:**  
Ryan Janssen  
Ryan's Buying LLC  
13416 Watertown Plank Rd. #245  
Elm Grove, WI 53122  
Phone: 414-736-3066  
Email: ryan@ryansbuying.com

**ENGINEER:**  
Mark R. Ellena, PE  
Ellena Engineering Consultants, LLC  
700 Pilgrim Parkway, Suite 100  
Elm Grove, WI 53122  
Phone: 262-791-6183  
Email: mellenae@eeceng.com

**SURVEYOR:**  
TBD

**APPROVAL AGENCY:**  
Town of Brookfield

DESCRIPTION	SHEET NO.
SITE PLAN	C100
GRADING, PAVING & DRAINAGE PLAN	C200
UTILITY PLAN	C300
EROSION CONTROL PLAN	C400
DETAILS	C500 - C501

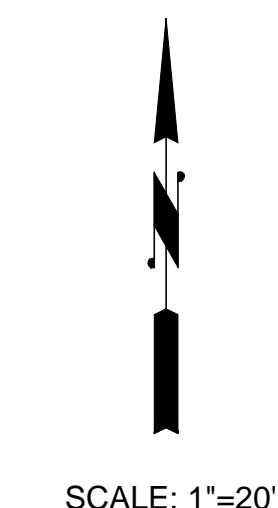
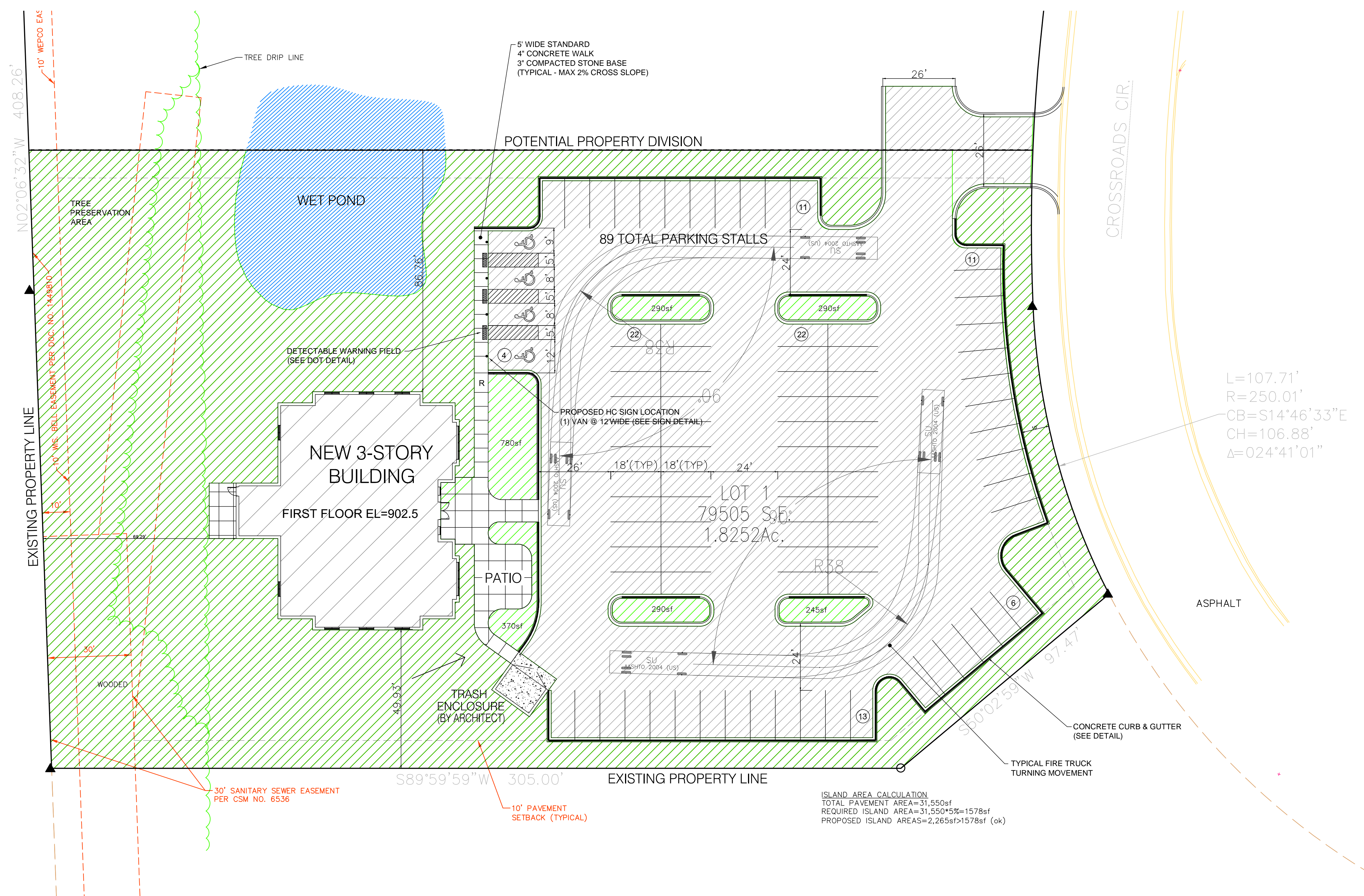
DATE	DESCRIPTION
03-22-22	REVIEW No.1

**EEC**  
ELLENA ENGINEERING CONSULTANTS, LLC  
SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT  
700 Pilgrim Parkway - Suite 100 Elm Grove, WI 53122  
Phone: 262-791-6183 Fax: 866-457-2584 Email: mellenae@eeceng.com

AVERY & BIRCH SALON SUITE FACILITY  
TOWN OF BROOKFIELD, WI  
**COVER SHEET**

WISCONSIN  
MARK R. ELLENA  
E-24090  
WALES, WI  
PROFESSIONAL ENGINEER  
*Mark R. Ellena*  
DATE: 01-17-24  
BY: MARK R. ELLENA, PE

**SHEET NUMBER**  
C000



L=107.71'  
 R=250.01'  
 CB=S14°46'33"E  
 CH=106.88'  
 Δ=024°41'01"

ISLAND AREA CALCULATION  
 TOTAL PAVEMENT AREA=31,550sf  
 REQUIRED ISLAND AREA=31,550\*5%=1578sf  
 PROPOSED ISLAND AREAS=2,265sf>1578sf (ok)

SITE DATA TABLE		PROPOSED
PROPERTY AREA :		79,505 S.F.
TOTAL BUILDING FLOOR AREA :		5,500 S.F.
FLOOR AREA RATIO :		5,500 / 79,505 = 6.9%
TOTAL PAVED SURFACE AREA (including concrete areas) :		33,050 S.F.
TOTAL OPEN AREA (GREEN SPACE):		40,955 S.F.
LANDSCAPE SURFACE AREA RATIO		40,955 / 79,505 = 51.5%
LOT COVERAGE RATIO		48.5%
TOTAL PARKING :	REQUIRED: 88	PROVIDED: 89
HC PARKING :	REQUIRED: 4	PROVIDED: 4 (1 VAN)

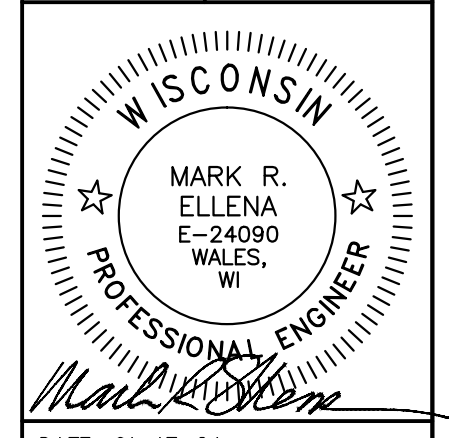
THE BOUNDARY & TOPOGRAPHIC SURVEY WAS PROVIDED BY EXCEL ENGINEERING.  
 WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS  
 CANNOT BE GUARANTEED NOR CERTIFIED TO.

DATE	DESCRIPTION

**EEC**  
 ELLENA ENGINEERING CONSULTANTS, LLC  
 SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT  
 700 Pilgrim Parkway - Suite 100 Elm Grove, WI 53122  
 Phone: 262-719-6183 Fax: 866-457-2584 Email: mellen@eeceng.com

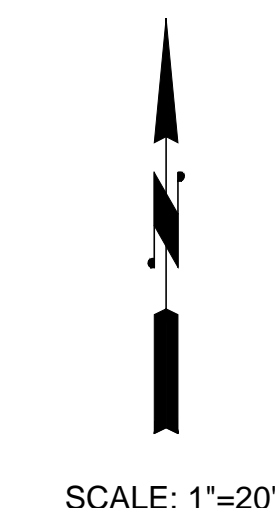
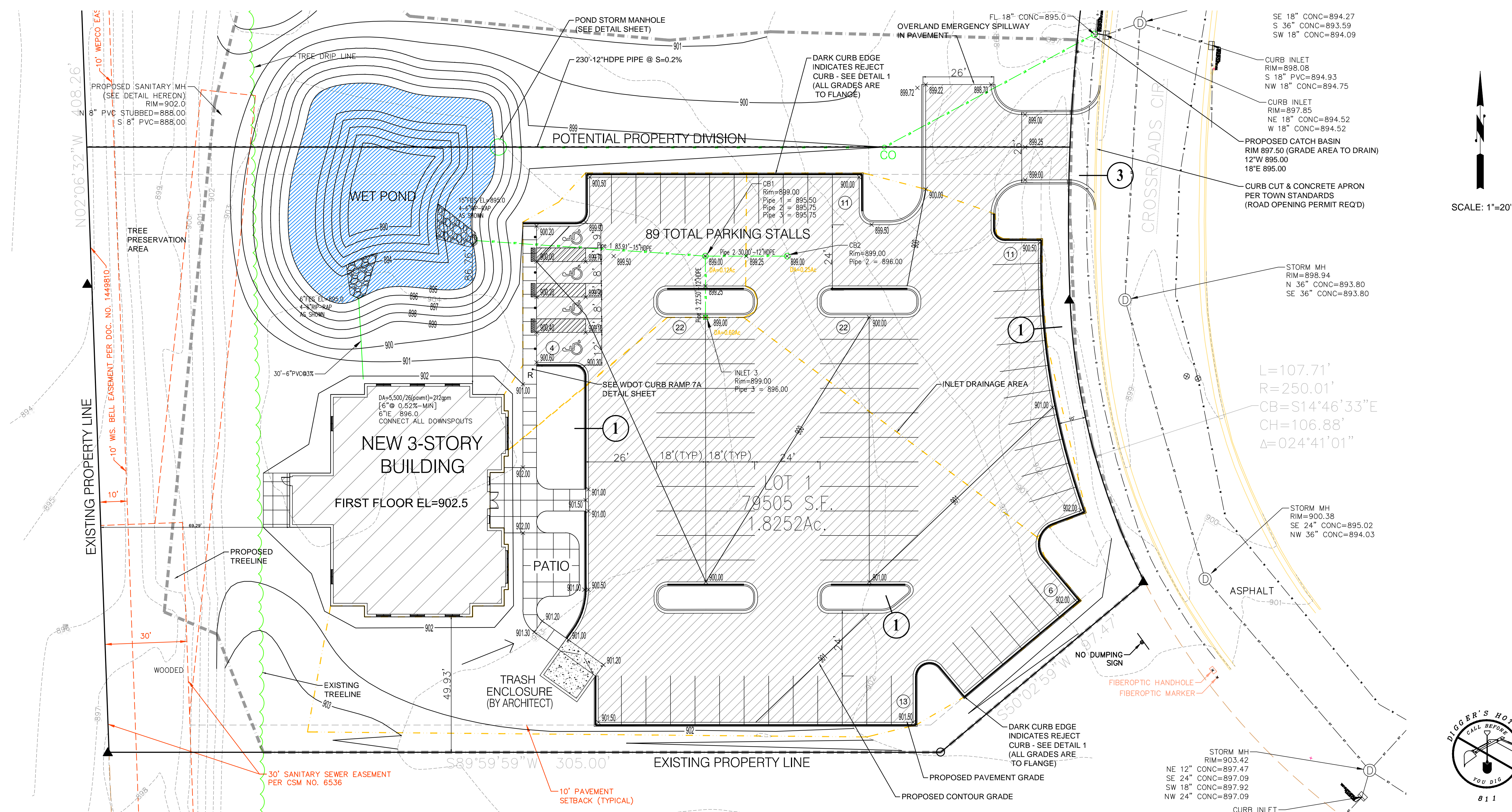
AVERY & BIRCH SALON SUITE FACILITY  
 TOWN OF BROOKFIELD, WI

**SITE PLAN**



DATE: 01-17-24  
 BY: MARK R. ELLENA, PE  
 SCALE: 1"=20'

**SHEET NUMBER**  
 C100



L=107.71'  
R=250.01'  
CB=S14°46'33"E  
CH=106.88'  
Δ=024°41'01"

**GENERAL SPECIFICATIONS FOR PRIVATE STORM SEWER:**

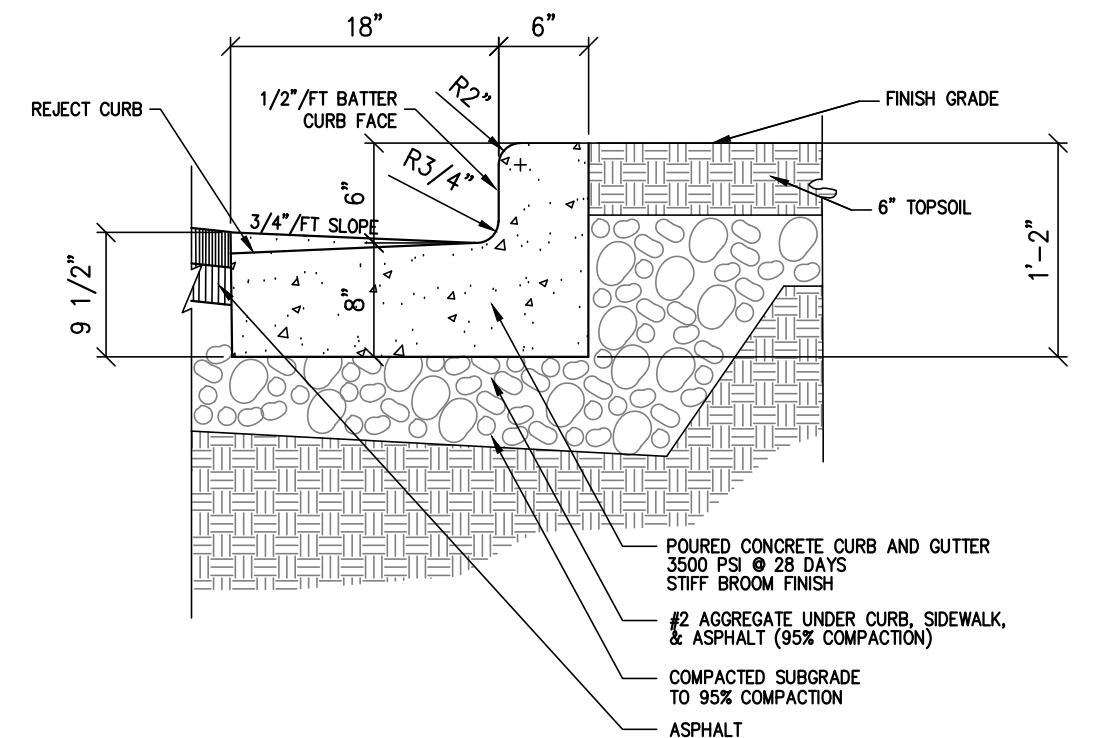
- All work shall be in accordance with the Standard Specifications for Highway and Structure Construction, State of Wisconsin, Latest Edition, and the Town Ordinances and the State of Wisconsin Standard Specifications for Sewer and Water Construction in Wisconsin.
- The private storm sewer design, permitting, construction, installation, supervision, maintenance, inspection AND testing shall be in accordance with the Town of Brookfield Plumbing Inspection Department and the State of Wisconsin, Chapter SPS 382. All permits must be obtained by the contractor prior to commencing work.
- Private Storm Sewers shall be PVC (solid wall), DR-26 OR HDPE, per the State of Wisconsin Plumbing Code, Chapter SPS 382. Catch Basins and Inlets shall be precast concrete structures in accordance with the Standard Specifications for Sewer & Water Construction in Wisconsin (SEE DETAIL PLAN SHEET).

**GENERAL CONSTRUCTION SPECIFICATIONS:**

- All work shall be in accordance with the Standard Specifications for Highway and Structure Construction, State of Wisconsin, Latest Edition; and the Town of Brookfield. All permits must be obtained by the contractor prior to commencing work.
- All erosion control measures specified on this plan shall meet the design criteria, standards and specifications as set forth by the Town of Brookfield and the Department of Natural Resources Wisconsin Technical Standards.
- All erosion control devices (i.e., silt fence, gravel entrance, etc.) shall be installed prior to commencing construction.
- All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at any one time.
- The owner shall provide all surveying and construction staking for this contract. All contractors shall exercise care and diligence in protecting the same.
- The contractor shall notify Diggers Hotline, the local municipality and all government agencies that may be affected by the contractor's operations at least three (3) days before breaking ground.
- Public roads shall not be closed to traffic at any time. All ingress and egress traffic to the project shall be limited to the gravel entrance to the property.
- Contractor shall be responsible for maintaining the public streets. Public Streets shall be kept free of silt or dirt tracked from areas under construction by sweeping within 24hrs. Dust generated by construction activities shall be minimized by use of watering or other appropriate methods.
- Upon completion of the work as specified, respread four (4") inches of salvaged topsoil over all disturbed open space areas outside of the proposed roadway and provide seed, fertilizer and mulch per the Standard Specifications.
- All disturbed areas shall be re-vegetated within seven days of no disturbance. Highway mix #40 shall be used for seeding with an application rate of 4.0 lbs/1000 sf.

**PAVEMENT LEGEND:**

STANDARD DUTY PAVEMENT  
4" ASPHALT PAVEMENT  
(2 LIFTS)  
8" - 3/4" GRAVEL BASE



STORM SEWER CALCULATIONS													
Pipe	InCh	At	C	InCt	Tc	Yr	I	Qt	n	Slope	D	Cap	Depth
INL3	0.60	0.60	0.90	10.00	10.00	10	5.23	2.85	0.013	1.111	12	4.14	9.77
CB2	0.25	0.25	0.90	5.00	5.00	10	6.41	1.45	0.013	0.833	12	3.49	10.49
CB1	0.12	0.97	0.90	5.00	10.09	10	5.21	4.59	0.013	0.596	15	5.05	10.42

INLET CAPACITY CALCULATIONS									
STRUCTURE	Grate	Open Area	Long Slope	Pav Slope	Flow	Bypass Flow	Captured	Curb Flow	Depth
INL3	R3067	1.60	sag	0.020	2.85	-----	2.85	1.32	(inches)
CB2	R1792	2.00	sag	0.020	1.45	-----	1.45	0.22	(inches)
CB1	R1792	2.00	sag	0.020	0.56	-----	0.56	0.03	(inches)

**NOTE: ALL UNDERGROUND CONTRACTOR ARE REQUIRED TO FIELD LOCATE EXISTING UTILITIES, STORM SIZE & INVERT PRIOR TO CONSTRUCTION. OBTAIN ALL TOWN OF BROOKFIELD PERMITS PRIOR TO CONSTRUCTION.**

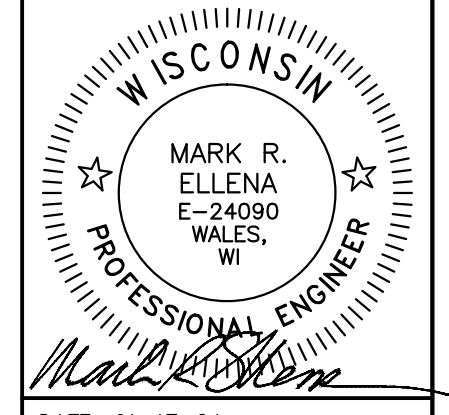
THE BOUNDARY & TOPOGRAPHIC SURVEY WAS PROED BY EXCEL ENGINEERING. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

NOTE: THIS GRADING PLAN MUST BE APPROVED BY THE TOWN ENGINEER AND BUILDING INSPECTOR.

DATE	DESCRIPTION

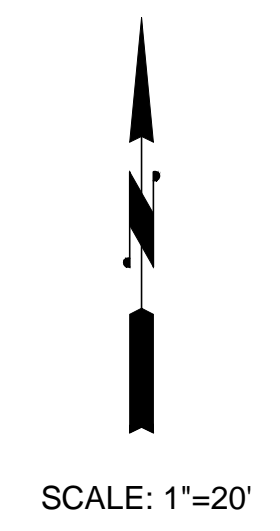
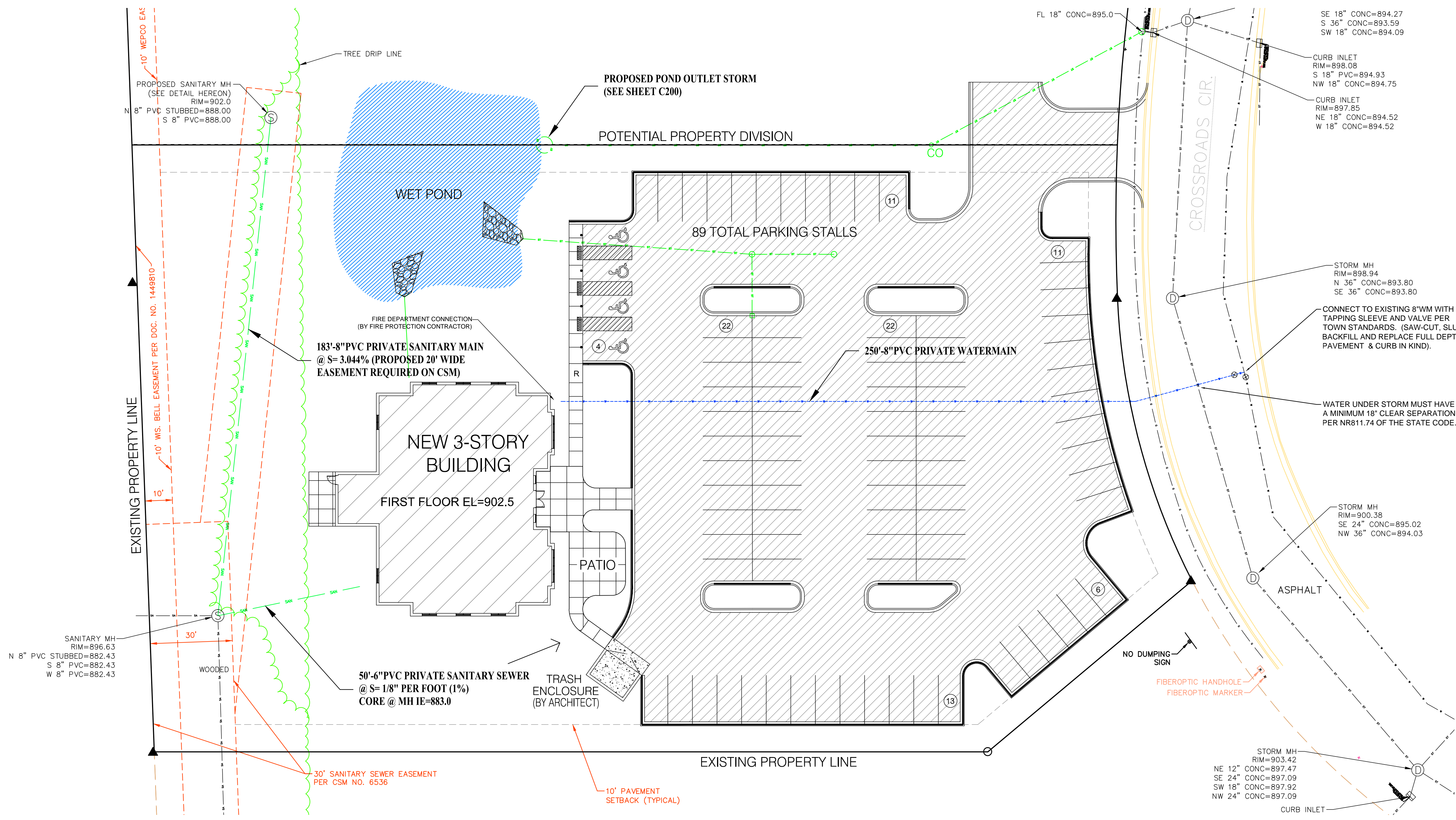
**EEC**  
ELLENA ENGINEERING CONSULTANTS, LLC  
SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT  
700 Pilgrim Parkway - Suite 100 Elm Grove, WI 53122  
Phone: 262-719-6183 Fax: 866-457-2584 Email: mellen@eeceng.com

AVERY & BIRCH SALON SUITE FACILITY  
TOWN OF BROOKFIELD, WI  
**GRADING, PAVING & DRAINAGE PLAN**



DATE: 01-17-24  
BY: MARK R. ELLENA, PE

SCALE: 1"=20'  
**SHEET NUMBER**  
C200



**PRIVATE WATER MAIN, SANITARY & STORM SEWER SPECIFICATIONS:**

- All work shall be in accordance with the Standard Specifications for Highway and Structure Construction, State of Wisconsin, Latest Edition; the State of Wisconsin Standard Specifications for Sewer and Water Construction in Wisconsin, the State of Wisconsin Department of Safety and Professional Services Plumbing Code; and the Town Ordinances. **TRACER WIRE REQUIRED ON ALL MAINS.**
- The private water main, sanitary & storm sewer design, permitting, construction, installation, supervision, maintenance, inspection AND testing shall be in accordance with State of Wisconsin, Chapter SPS 382. All permits must be obtained by the contractor prior to commencing work.
- Private sanitary laterals shall be PVC (solid wall), ASTM D-3034, DR-35 or 28; or PVC (solid wall), AWWA C-900 per the State of Wisconsin Plumbing Code, Chapter SPS 382 and the Standard Specifications for Sewer & Water Construction in Wisconsin.
- Private Water main laterals shall be PVC (solid wall), AWWA C-900, CLASS 235, DR-18 with Push-On type integral elastomeric ball-spigot joints per the State of Wisconsin Plumbing Code, Chapter SPS 382 AND the Standard Specifications for Sewer & Water Construction in Wisconsin. 6' BURY REQUIRED.
- MINIMUM BURY DEPTH IS 6.5 FEET ACCORDING TO SECTION 12.4 OF THE TOWN TECHNICAL SPECIFICATIONS.
- THE CONTRACTOR SHALL NOTIFY THE TOWN SANITARY DISTRICT NO. 4 AND FIELD STAFF A MINIMUM OF 72 HOURS BEFORE THE START OF ANY CONSTRUCTION OR CONNECTION TO EXISTING PUBLIC UTILITIES.
- BUILDING PLUMBER TO PROVIDE SANITARY & WATER MAIN LATERAL SIZING CALCULATIONS FOR ISSUANCE OF BUILDING PERMIT.

**GENERAL CONSTRUCTION SPECIFICATIONS:**

- All work shall be in accordance with the Standard Specifications for Highway and Structure Construction, State of Wisconsin, Latest Edition; and the Town of Brookfield. All permits must be obtained by the contractor prior to commencing work.
- All erosion control measures specified on this plan shall meet the design criteria, standards and specifications as set forth by the Town of Brookfield and the Department of Natural Resources Wisconsin Technical Standards.
- All erosion control devices (i.e., silt fence, gravel entrance, etc.) shall be installed prior to commencing construction.
- All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at any one time.
- The owner shall provide all surveying and construction staking for this contract. All contractors shall exercise care and diligence in protecting the same.
- The contractor shall notify Diggers Hotline, the local municipality and all government agencies that may be affected by the contractor's operations at least three (3) days before breaking ground.
- Public roads shall not be closed to traffic at any time. All ingress and egress traffic to the project shall be limited to the gravel entrance to the property.
- Contractor shall be responsible for maintaining the public streets. Public Streets shall be kept free of silt or dirt tracked from areas under construction by sweeping within 24hrs. Dust generated by construction activities shall be minimized by use of watering or other appropriate methods.
- Upon completion of the work as specified, respread four (4") inches of salvaged topsoil over all disturbed open space areas outside of the proposed roadway and provide seed, fertilizer and mulch per the Standard Specifications.
- All disturbed areas shall be re-vegetated within seven days of no disturbance. Highway mix #40 shall be used for seeding with an application rate of 4.0 lbs/1000 sf.

THE BOUNDARY & TOPOGRAPHIC SURVEY WAS PERFORMED BY EXCEL ENGINEERING. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

DATE	DESCRIPTION

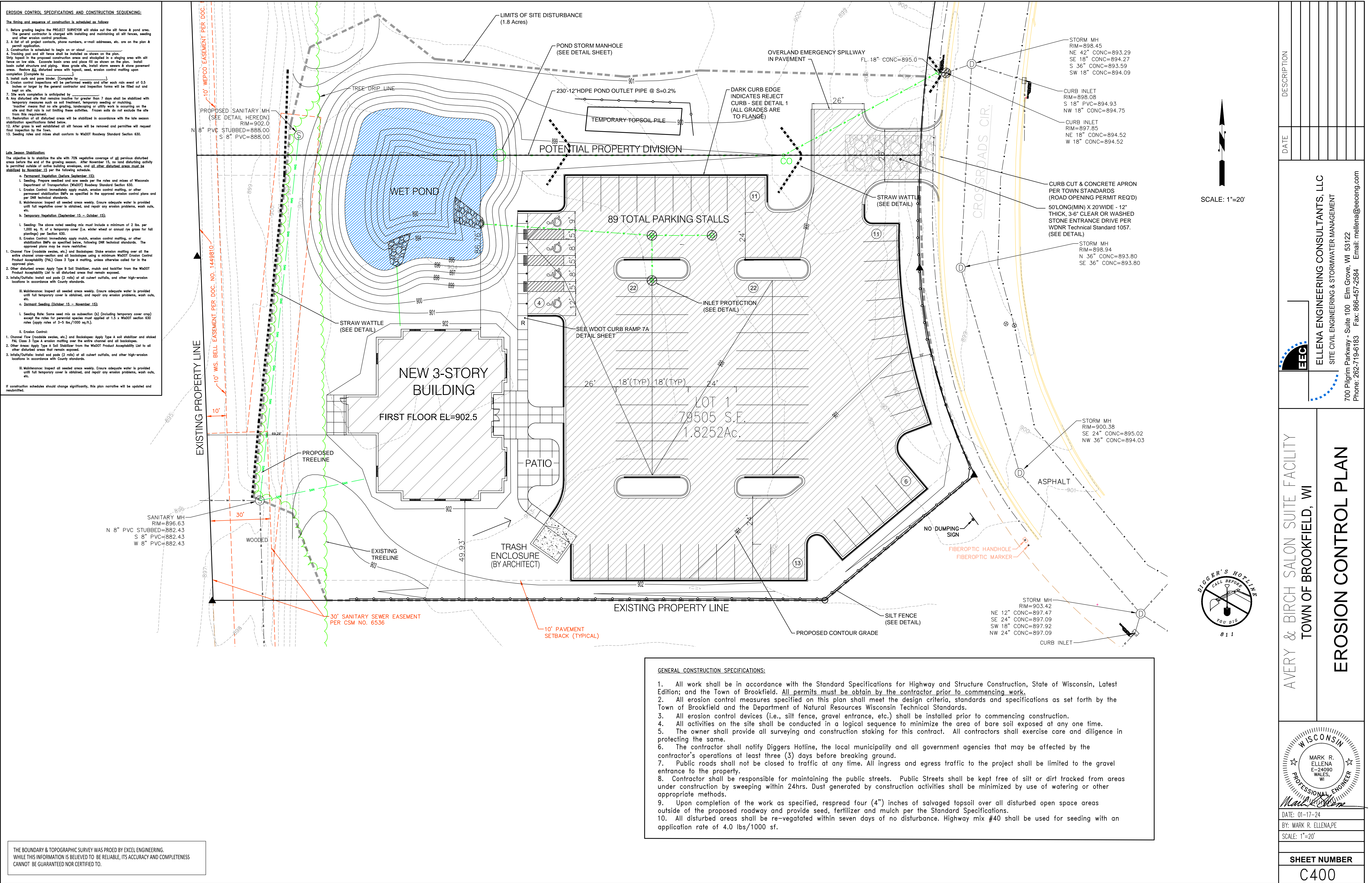
**ELLENA ENGINEERING CONSULTANTS, LLC**  
 SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT  
 700 Pilgrim Parkway - Suite 100 Elm Grove, WI 53122  
 Phone: 262-719-6183 Fax: 866-457-2584 Email: mellen@eecceng.com

**AVERY & BIRCH SALON SUITE FACILITY**  
**TOWN OF BROOKFIELD, WI**  
**PRIVATE SANITARY SEWER AND WM PLAN**

**WISCONSIN**  
 MARK R. ELLENA  
 E-24090  
 WALES, WI  
 PROFESSIONAL ENGINEER  
 DATE: 01-17-24  
 BY: MARK R. ELLENA, PE  
 SCALE: 1"=20'

**SHEET NUMBER**  
**C300**





THE BOUNDARY & TOPOGRAPHIC SURVEY WAS PREPARED BY EXCEL ENGINEERING. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

- GENERAL CONSTRUCTION SPECIFICATIONS:**
- All work shall be in accordance with the Standard Specifications for Highway and Structure Construction, State of Wisconsin, Latest Edition; and the Town of Brookfield. All permits must be obtained by the contractor prior to commencing work.
  - All erosion control measures specified on this plan shall meet the design criteria, standards and specifications as set forth by the Town of Brookfield and the Department of Natural Resources Wisconsin Technical Standards.
  - All erosion control devices (i.e., silt fence, gravel entrance, etc.) shall be installed prior to commencing construction.
  - All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at any one time.
  - The owner shall provide all surveying and construction staking for this contract. All contractors shall exercise care and diligence in protecting the same.
  - The contractor shall notify Diggers Hotline, the local municipality and all government agencies that may be affected by the contractor's operations at least three (3) days before breaking ground.
  - Public roads shall not be closed to traffic at any time. All ingress and egress traffic to the project shall be limited to the gravel entrance to the property.
  - Contractor shall be responsible for maintaining the public streets. Public Streets shall be kept free of silt or dirt tracked from areas under construction by sweeping within 24hrs. Dust generated by construction activities shall be minimized by use of watering or other appropriate methods.
  - Upon completion of the work as specified, respread four (4") inches of salvaged topsoil over all disturbed open space areas outside of the proposed roadway and provide seed, fertilizer and mulch per the Standard Specifications.
  - All disturbed areas shall be re-vegetated within seven days of no disturbance. Highway mix #40 shall be used for seeding with an application rate of 4.0 lbs/1000 sf.

DATE	DESCRIPTION

ELLENA ENGINEERING CONSULTANTS, LLC  
 SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT  
 700 Pilgrim Parkway - Suite 100 Elm Grove, WI 53122  
 Phone: 262-719-6183 Fax: 866-457-2584 Email: mellen@eeceng.com

AVERY & BIRCH SALON SUITE FACILITY  
 TOWN OF BROOKFIELD, WI

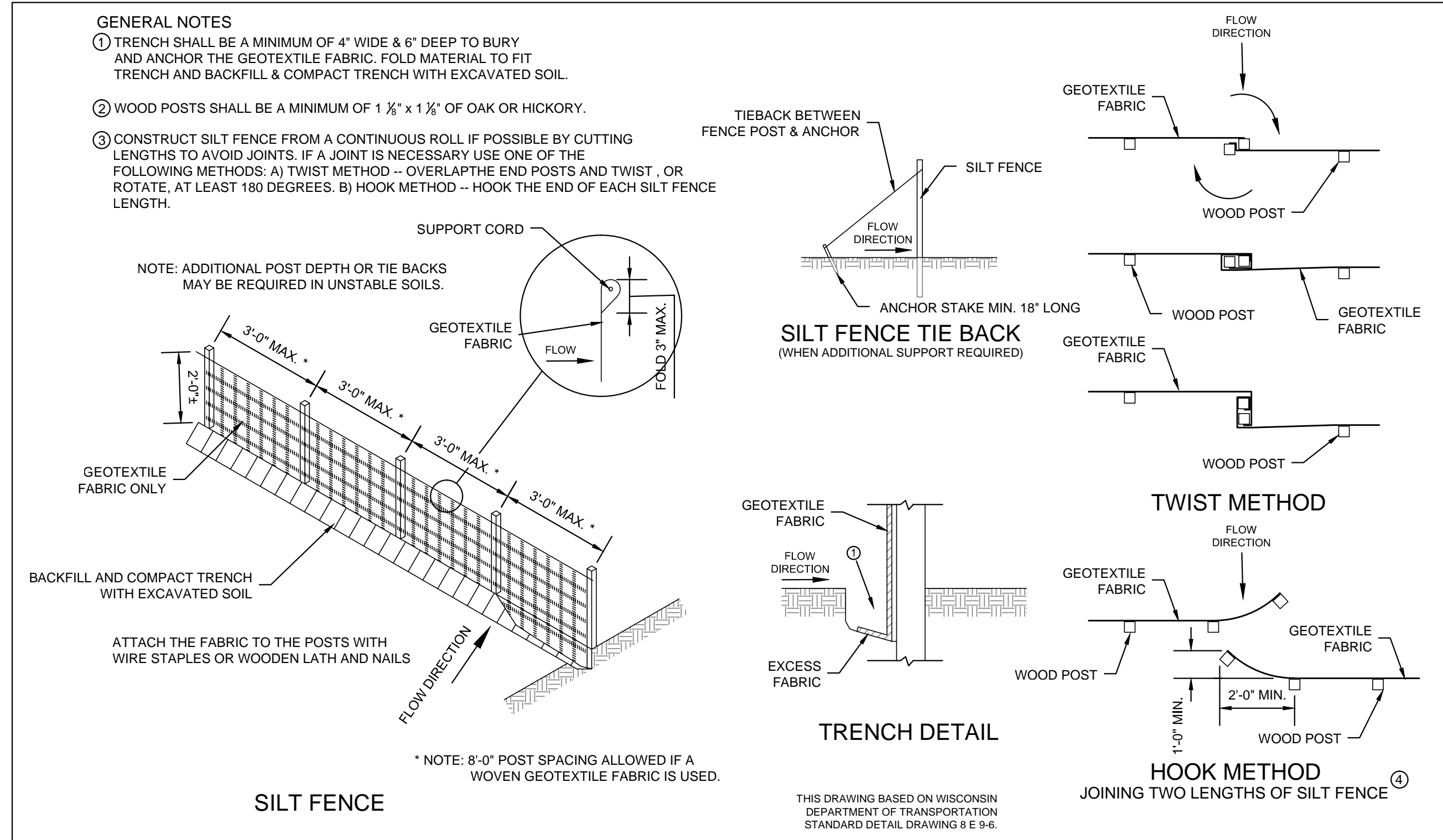
**EROSION CONTROL PLAN**

WISCONSIN  
 MARK R. ELLENA  
 E-24090  
 WALES, WI  
 PROFESSIONAL ENGINEER  
 Mark R. Ellena

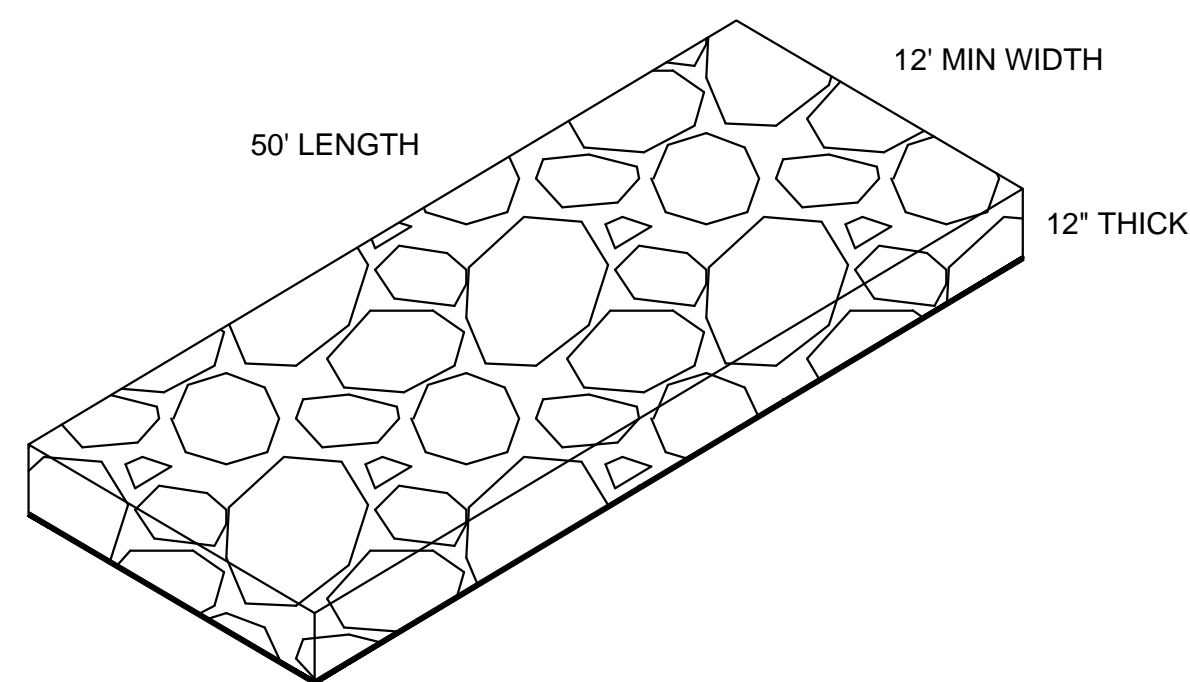
DATE: 01-17-24  
 BY: MARK R. ELLENA, PE  
 SCALE: 1"=20'

SHEET NUMBER  
**C400**



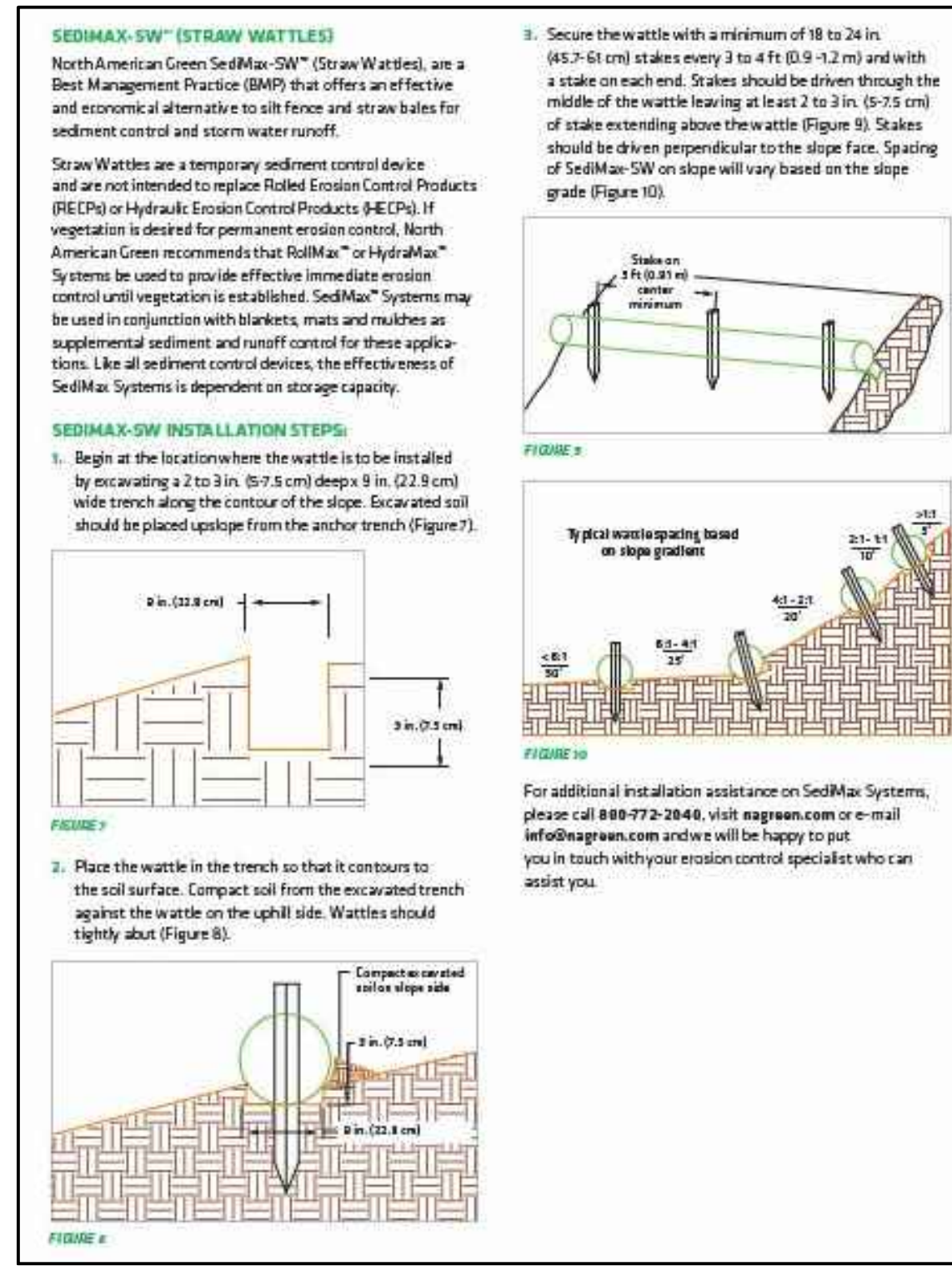
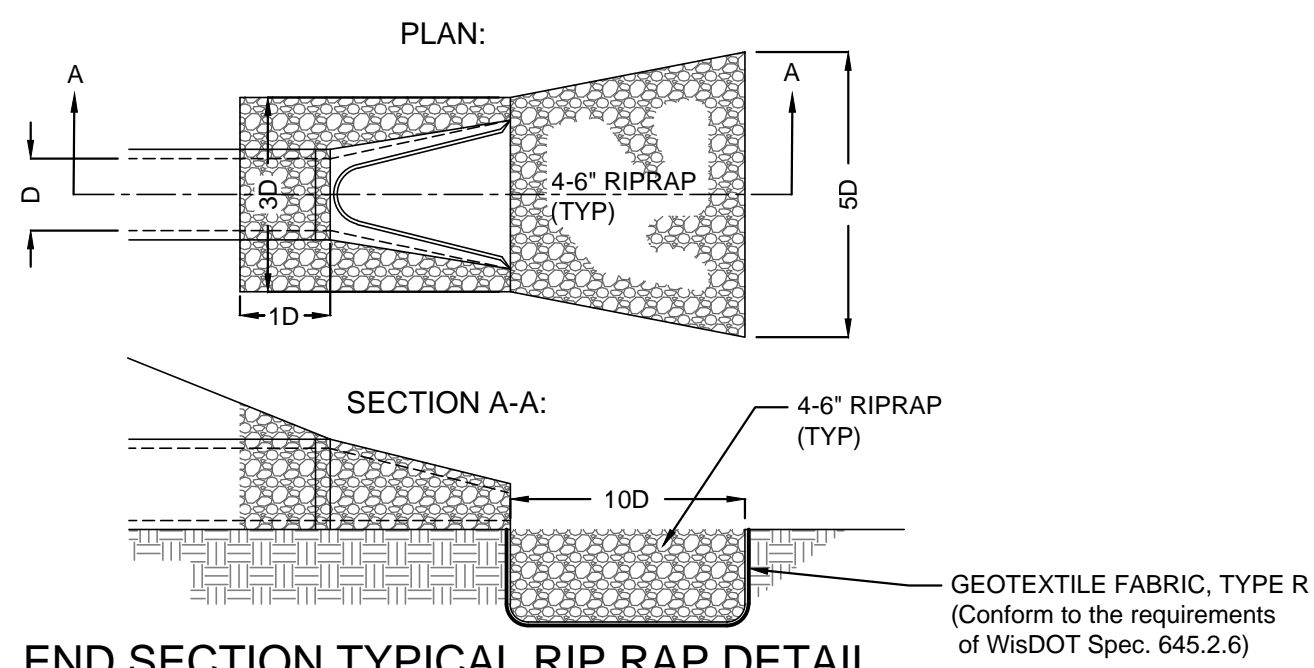


## SILT FENCE DETAIL

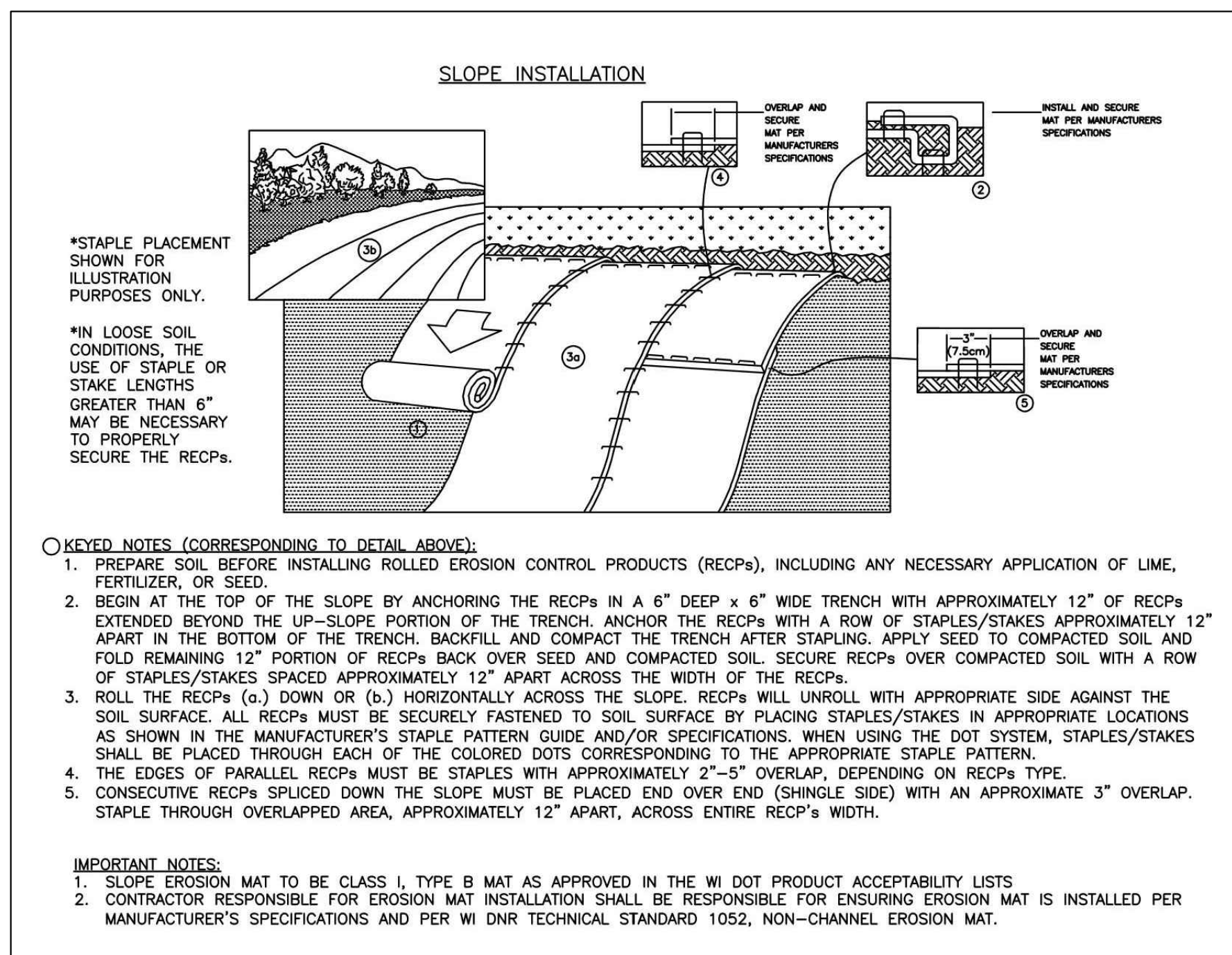
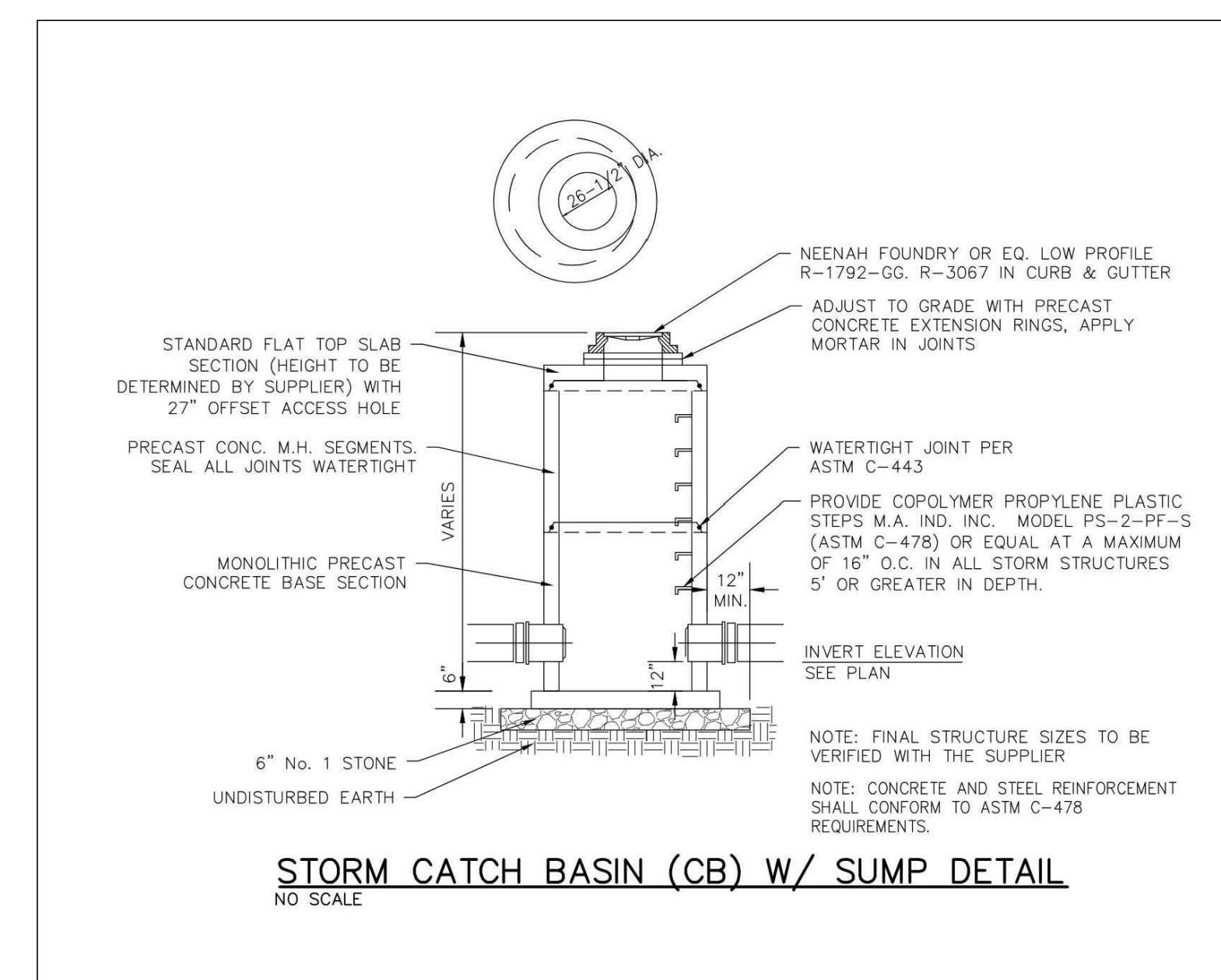
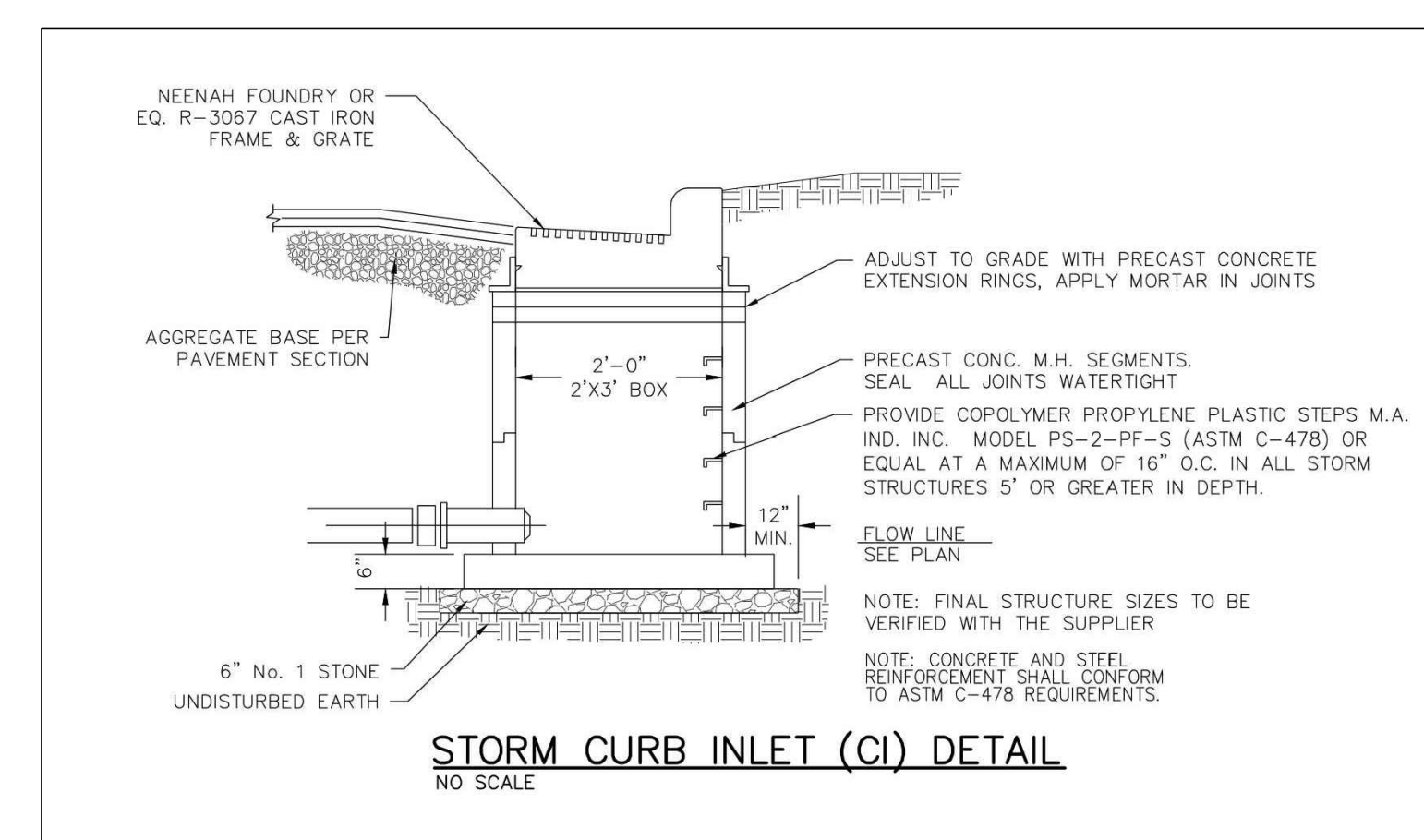


### STONE TRACKING PAD

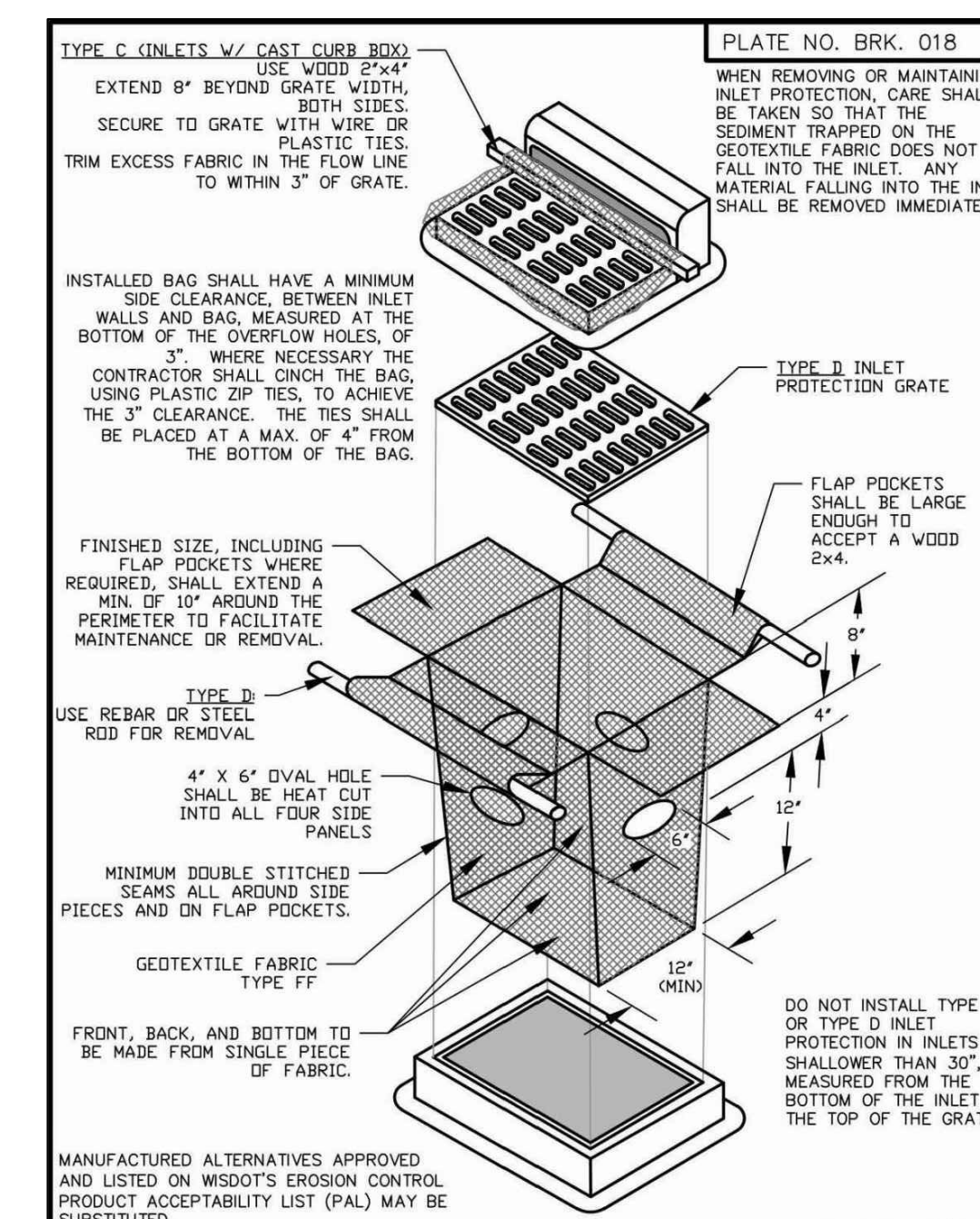
- PER WDNR TECH STANDARD 1057
- Note 1: Use hard, durable, angular No. 3" stone or recycled concrete meeting the gradation in Wisconsin Department of Transportation (DOT) 2018 Standard Specification, Section 312, Select Crushed Material.
- Note 2: Slope the stone tracking pad in a manner to direct runoff to an approved treatment practice.
- Note 3: Select fabric type based on soil conditions and vehicle loading.
- Note 4: Install tracking pad across full width of the access point, or restrict existing traffic to a dedicated egress lane at least 12 feet wide across the top of the pad.
- Note 5: If a 50' pad length is not possible due to site geometry, install the maximum length practicable and supplement with additional practices as needed.



## STRAW WATTLE DETAIL



## EROSION MATTING: WDNR TS-1052



## INLET PROTECTION

DATE	DESCRIPTION

**ELLENA ENGINEERING CONSULTANTS, LLC**  
 SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT

700 Pilgrim Parkway - Suite 100 Elm Grove, WI 53122  
 Phone: 262-719-6183 Fax: 866-457-2584 Email: mellen@eeceng.com

**EVERETT & BIRCH SALON SUITE FACILITY**  
 TOWN OF BROOKFIELD, WI

**DETAILS**

**WISCONSIN PROFESSIONAL ENGINEER**

MARK R. ELLENA  
 E-24090  
 WALES, WI

DATE: 01-17-24  
 BY: MARK R. ELLENA, PE  
 SCALE: 1"=40'

**SHEET NUMBER**

C501



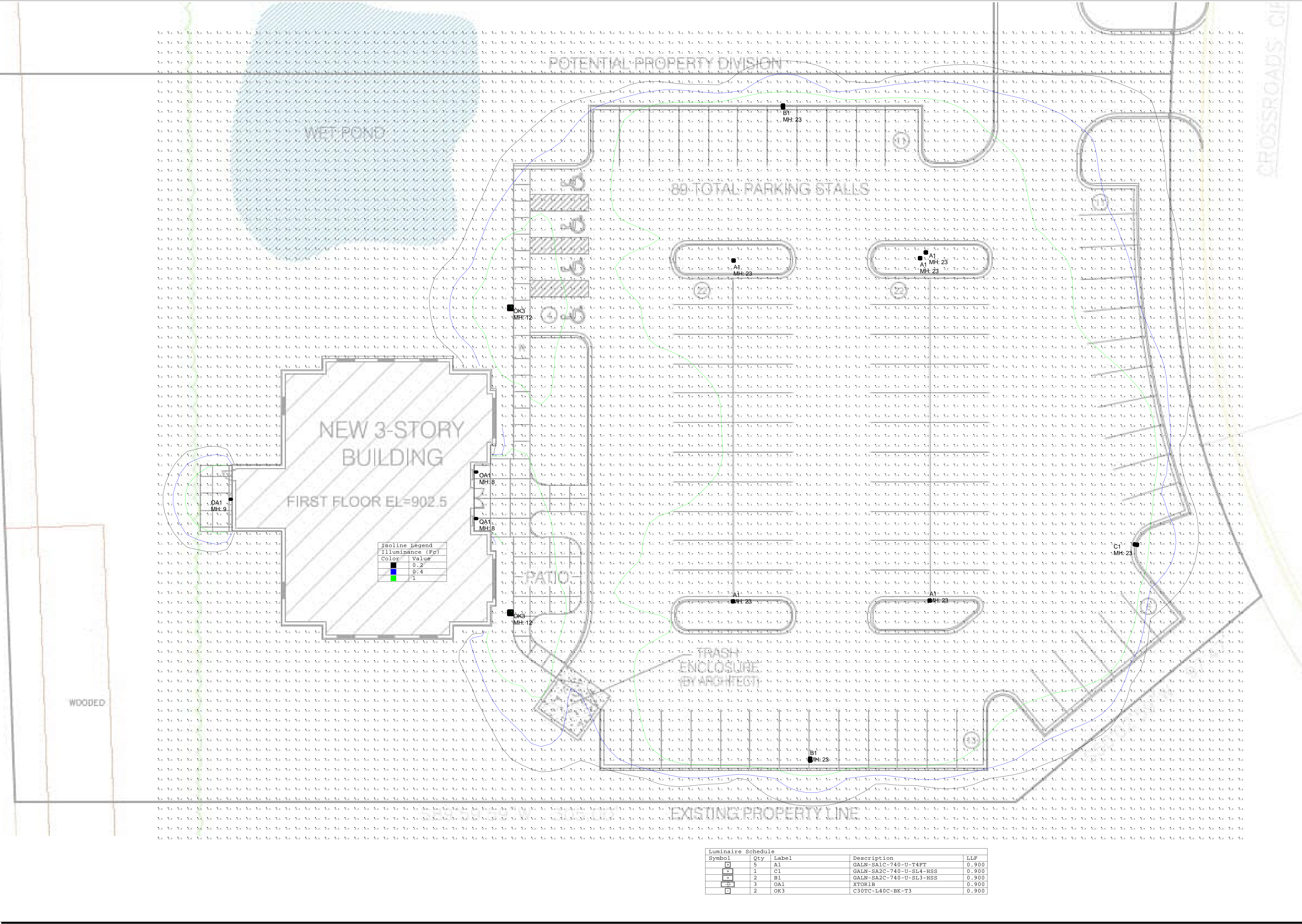
IN PARTNERSHIP WITH

**AVERY & BIRCH BROOKFIELD**

RECORDS INFO  
DRAWN BY: DP  
Date: 1/15/2024  
SCALE: 1" = 1'  
JOB #: 82516

SHEET DESCRIPTION  
INTERIOR  
LIGHTING  
LAYOUT

SHEET NO.  
**ES02**



Isoline Legend

Color	Value
Blue	0.2
Green	0.4
Red	1

Luminaire Schedule

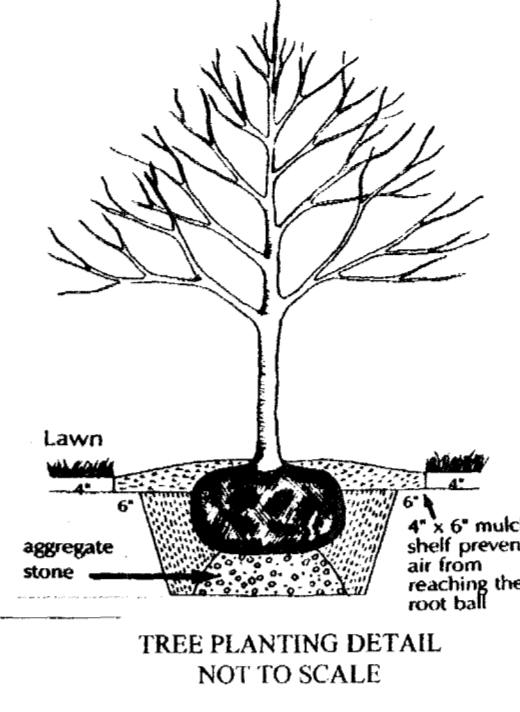
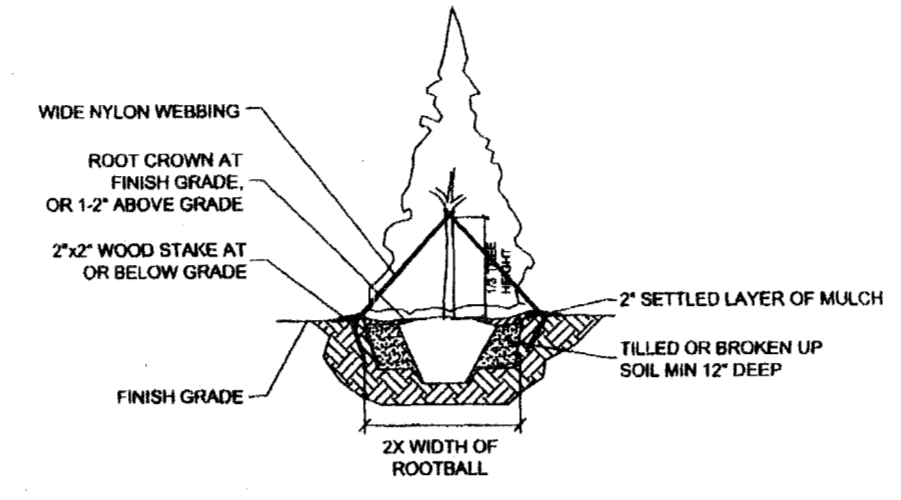
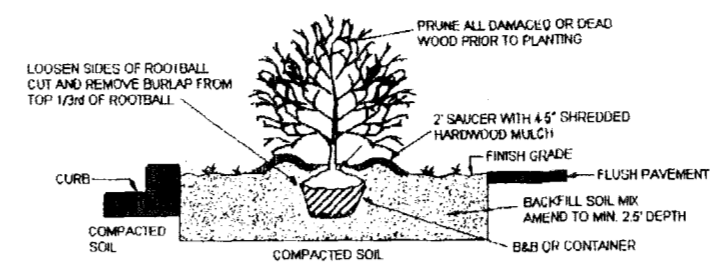
Symbol	Qty	Label	Description	LLF
□	5	A1	GALN-SA1C-740-U-T4FT	0.900
+	1	C1	GALN-SA2C-740-U-SL4-HSS	0.900
+	2	B1	GALN-SA2C-740-U-SL3-HSS	0.900
→	3	OA1	XTOR1B	0.900
□	2	OK3	C30TC-L40C-BK-T3	0.900

**PERENNIAL SCHEDULE**

#	BOTANICAL NAME	COMMON NAME	QTY	SIZE
1	HEMEROCALLIS SP. 'STELLA DE ORO'	DAYLILY	10	1 GAL
2	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	4	1 GAL
3	HEMEROCALLIS SP. 'STELLA DE ORO'	DAYLILY	15	1 GAL
4	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	4	1 GAL
5	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	6	1 GAL
6	HEMEROCALLIS SP. 'STELLA DE ORO'	DAYLILY	10	1 GAL
7	RUDBECKIA 'VIETTES LITTLE SUZY'	BLACKEYED SUSAN	8	1 GAL
8	RUDBECKIA 'VIETTES LITTLE SUZY'	BLACKEYED SUSAN	15	1 GAL
9	RUDBECKIA 'VIETTES LITTLE SUZY'	BLACKEYED SUSAN	15	1 GAL
10	RUDBECKIA 'VIETTES LITTLE SUZY'	BLACKEYED SUSAN	15	1 GAL
11	RUDBECKIA 'VIETTES LITTLE SUZY'	BLACKEYED SUSAN	12	1 GAL
12	HEMEROCALLIS SP. 'ROSEY RETURNS'	DAYLILY	15	1 GAL
13	ECHINACEA SP. 'PIXIE MEADOWWRITE'	CONEFLOWER	12	1 GAL
14	RUDBECKIA 'VIETTES LITTLE SUZY'	BLACKEYED SUSAN	15	1 GAL
15	RUDBECKIA 'VIETTES LITTLE SUZY'	BLACKEYED SUSAN	15	1 GAL
16	RUDBECKIA 'VIETTES LITTLE SUZY'	BLACKEYED SUSAN	15	1 GAL
17	RUDBECKIA 'VIETTES LITTLE SUZY'	BLACKEYED SUSAN	15	1 GAL
18	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	5	1 GAL
19	HEMEROCALLIS SP. 'ROSEY RETURNS'	DAYLILY	15	1 GAL
20	GERANIUM SANG. 'MAX FRET'	PERENNIAL GERANIUM	10	1 GAL
21	LEUCANTHEMUM SP. 'DAISY MAY'	DAISY	10	1 GAL
22	HEUCHERA SP. 'PALACE PURPLE'	CORAL BELLS	12	1 GAL
23	PANICUM VIRGATUM 'SHENANDOAH'	RED SWITCH GRASS	12	3 GAL
24	GERANIUM SANG. 'MAX FRET'	PERENNIAL GERANIUM	15	1 GAL
25	HEMEROCALLIS SP. 'ROSEY RETURNS'	DAYLILY	18	1 GAL
26	SEDUM SPECTABILE 'NEON'	NEON SEDUM	12	1 GAL
27	LEUCANTHEMUM SP. 'DAISY MAY'	DAISY	10	1 GAL
28	GERANIUM SANG. 'MAX FRET'	PERENNIAL GERANIUM	10	1 GAL
29	GERANIUM SANG. 'MAX FRET'	PERENNIAL GERANIUM	8	1 GAL
30	HEUCHERA SP. 'PALACE PURPLE'	CORAL BELLS	12	1 GAL
31	HOSTA SP. 'SUM AND SUBSTANCE'	HOSTA	8	1 GAL
32	HOSTA SP. 'SUM AND SUBSTANCE'	HOSTA	8	1 GAL
33	ALLIUM 'SUMMER BEAUTY'	ALLIUM	25	1 GAL
34	COREOPSIS SP. 'JETHRO TULL'	COREOPSIS	12	1 GAL
35	COREOPSIS SP. 'JETHRO TULL'	COREOPSIS	12	1 GAL
36	ALLIUM 'SUMMER BEAUTY'	ALLIUM	25	1 GAL
37	HEUCHERA SP. 'PALACE PURPLE'	CORAL BELLS	20	1 GAL
38	HEMEROCALLIS SP. 'ROSEY RETURNS'	DAYLILY	15	1 GAL

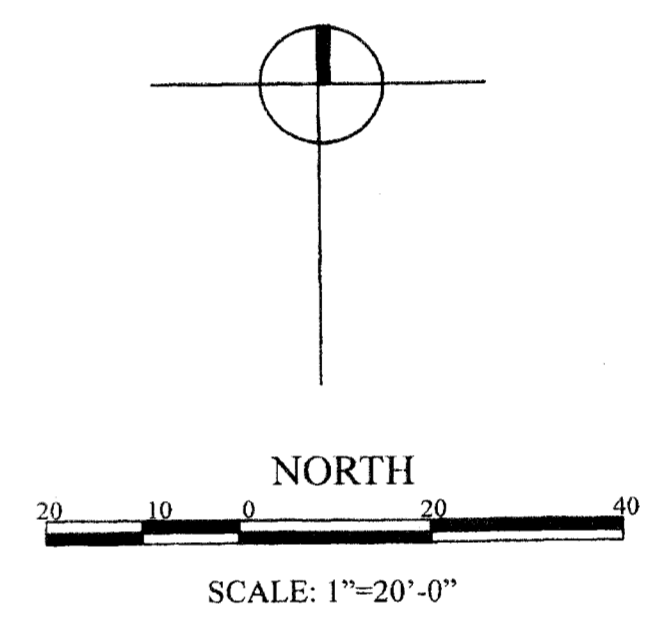
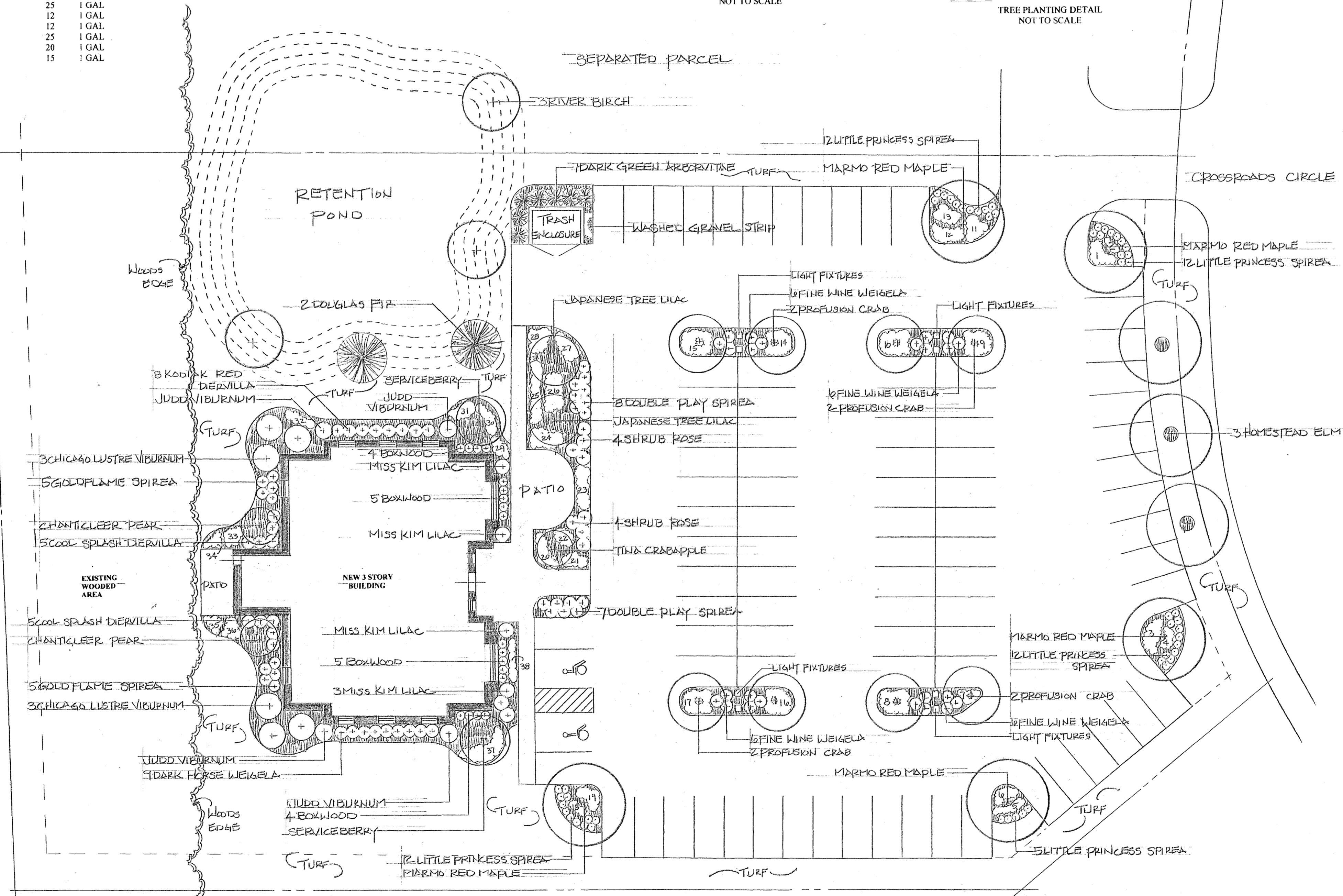
**PLANT SCHEDULE**

QTY	BOTANICAL NAME	COMMON NAME	SIZE
5	ACER FREEMANII 'MARMO'	MARMO RED MAPLE	2 1/2"
2	AMELANCHIER CANADENSIS	SERVICEBERRY	8"
3	BETULA NIGRA	RIVER BIRCH	10"
18	BUXUS 'CHICAGO LANE GREEN'	BOXWOOD	24"
10	DIERVILLA 'COOL SPLASH'	COOL SPLASH DIERVILLA	24"
8	DIERVILLA 'KODIAK RED'	KODIAK RED DIERVILLA	24"
8	MALUS SP. 'PROFUSION'	PROFUSION CRABAPPLE	2"
1	MALUS SP. 'TINA'	TINA CRABAPPLE	2"
2	PSEUDOTSUGA MENZIESII	DOUGLAS FIR	7-8"
1	PYRUS CALLERYANA 'CHANTICLEER'	CHANTICLEER PEAR	2 1/2"
8	ROSA SP. 'KNOCK OUT PINK DOUBLE'	SHRUB ROSE	5 GAL
10	SPIREA X BUMALDA 'GOLDFLAME'	GOLDFLAME SPIREA	18-24"
15	SPIREA X JAP. 'DOUBLE PLAY PINK'	DOUBLE PLAY PINK SPIREA	18-24"
53	SPIREA X JAP. 'LITTLE PRINCESS'	LITTLE PRINCESS SPIREA	18-24"
6	SYRINGA PATULA 'MISS KIM'	MISS KIM LILAC	42"
2	SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK JAPANESE TREE LILAC	2"
7	THUJA OCCIDENTALIS 'NIGRA'	DARK GREEN ARBORVITAE	5"
2	ULMUS CARPINIFOLIA 'HOMESTEAD'	HOMESTEAD ELM	2 1/2"
6	VIBURNUM DENT. 'CHICAGO LUSTRE'	CHICAGO LUSTRE VIBURNUM	6"
4	VIBURNUM X JUDDII	JUDD VIBURNUM	36"
9	WEIGELA FLORIDA 'DARK HORSE'	DARK HORSE WEIGELA	24"
24	WEIGELA FLORIDA 'FINE WINE'	FINE WINE WEIGELA	24"



NOTE:  
GRADE AND SEED ALL OPEN AREAS NOT MULCHED OR HANDSCAPED. SEED MIX TO BE REINDERS LANDSCAPE 40 LAWN SEED MIX (OR EQUAL) INSTALLED AT 150-200 LB/ACRE (ROTARY OR DROP SEED APPLICATION)  
28% Kentucky Bluegrass  
6% Named Kentucky Bluegrass  
6% Named Kentucky Bluegrass  
25% Creeping Red Fescue  
15% Wicked Perennial Ryegrass  
20% Annual Ryegrass  
MOWING HEIGHT 2-3"  
FERTILIZE APPLICATION 2-3/YR.

- NOTES AND SPECIFICATIONS**
- ALL LANDSCAPING SHALL BE INSTALLED IN ACCORDANCE WITH CITY, VILLAGE OR OTHER LOCAL LANDSCAPING OR CONSTRUCTION SPECIFICATIONS
  - ALL INDIVIDUAL TREES TO RECEIVE 3" CLEAN SHREDDED HARDWOOD BARK MULCH IN A 5' DIAMETER MOW RING.
  - ALL PLANTING BEDS TO RECEIVE 3" MIN. SHREDDED BARK MULCH.
  - ALL PLANTING BEDS TO BE SPADE EDGED.
  - ALL PLANT MATERIAL TO BE OF SPECIMEN QUALITY AND MEET THE AMERICAN STANDARDS FOR NURSERY STOCK, WHICH IS PUBLISHED BY THE ANA (AMERICAN ASSOCIATION OF NURSERYMEN).
  - ALL PLANTS (UNLESS OTHERWISE SPECIFIED) ARE TO BE BALLED & BURLAPPED OR APPROVED CONTAINER STOCK
  - ALL TREE, SHRUB BACK FILL MIX TO BE:  
4 PARTS CLEAN PULVERIZED TOPSOIL  
1 PART MUSHROOM COMPOST
  - ALL PERENNIAL PLANTING MIX TO BE:  
3 PARTS CLEAN PULVERIZED TOP SOIL  
1 PART MUSHROOM COMPOST  
1 PART SAND  
40 # / 100 SF GYPSUM  
(TILL 2" OF THIS MIX IN 6-8" DEEP)
  - CONTRACTOR TO SUBMIT IN WRITING TO PROPERTY OWNERS, A ONE YEAR-100% PLANT GUARANTEE TO COMMENCE ON THE DAY OF PROJECT COMPLETION.
  - CONTRACTOR RESPONSIBLE FOR CALLING DIGGERS HOTLINE 1-800-242-8511 TO LOCATE ALL UTILITIES PRIOR TO STARTING PROJECT  
ALL UTILITIES PRIOR TO STARTING PROJECT.
  - CONTRACTOR RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS REQUIRED FOR PROJECT INSTALLATION.
  - CONTRACTOR TO ADJUST PLANTINGS FOR UNDERGROUND UTILITY LINES, ESCAPE WINDOWS, CONDENSER UNITS AND UTILITY METERS AND OVERHEAD UTILITY LINES.



REVISED BY	DATE OF REVISION

**SITE LANDSCAPING**

**AVERY AND BIRCH BEAUTY STUDIOS**  
21055 CROSSROADS CIRCLE  
BROOKFIELD, WI 53186  
DECEMBER 21, 2023  
BYSLS

**S**CHEEL & ASSOCIATES  
LANDSCAPE DESIGN  
RESIDENTIAL AND COMMERCIAL  
LOW VOLTAGE OUTDOOR LANDSCAPE LIGHTING  
Phone: (815) 482-8187  
E-mail: scheelandassociates@gmail.com  
© Scheel and Associates 2023

IN PARTNERSHIP WITH:

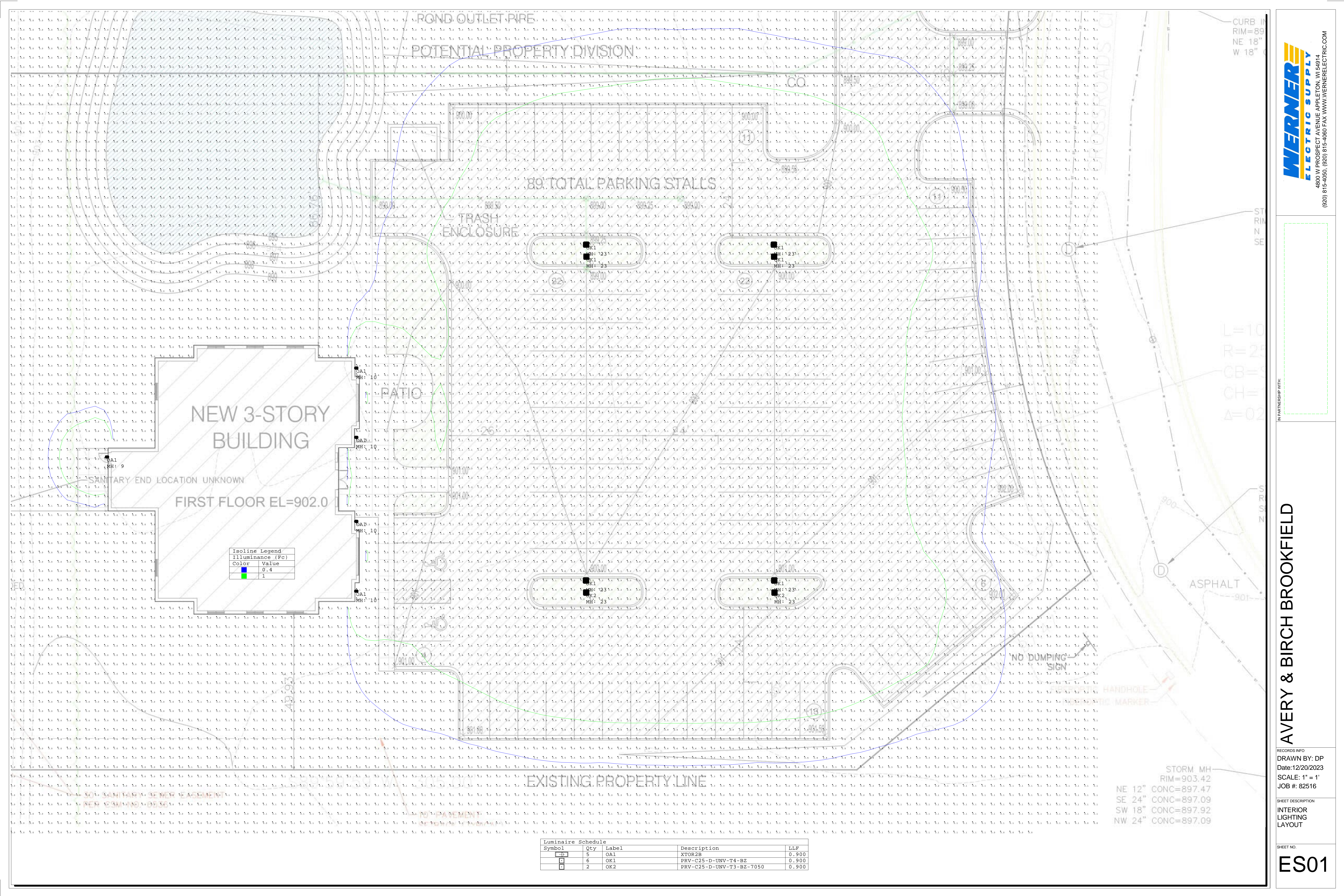
**AVERY & BIRCH BROOKFIELD**

RECORDS INFO  
DRAWN BY: DP  
Date: 12/20/2023  
SCALE: 1" = 1'  
JOB #: 82516

SHEET DESCRIPTION  
INTERIOR  
LIGHTING  
LAYOUT

SHEET NO.

**ES01**



**NEW 3-STORY BUILDING**

FIRST FLOOR EL=902.0

89 TOTAL PARKING STALLS

TRASH ENCLOSURE

EXISTING PROPERTY LINE

Isoline Legend

Color	Value
Blue	0.4
Green	1

Luminaire Schedule

Symbol	Qty	Label	Description	LLF
□	5	OK1	XTOR28	0.900
□	6	OK1	PRV-C25-D-UNV-T4-BZ	0.900
□	2	OK2	PRV-C25-D-UNV-T3-BZ-7050	0.900

STORM MH  
RIM=903.42  
NE 12" CONC=897.47  
SE 24" CONC=897.09  
SW 18" CONC=897.92  
NW 24" CONC=897.09

CURB IN  
RIM=89  
NE 18"  
W 18"

L=10  
R=25  
CB=6  
CH=6  
Δ=02

STRIM  
N  
SE

STRIM  
N  
SE

ASPHALT

NO DUMPING SIGN

HANDHOLE  
PLASTIC MARKER

SANITARY END LOCATION UNKNOWN

RATIO

TRASH ENCLOSURE

POTENTIAL PROPERTY DIVISION

ROUND OUTLET PIPE

ES01

*Avery and Birch*

beauty studios



**in.**studio  
architecture

*Avery and Birch*  
beauty studios

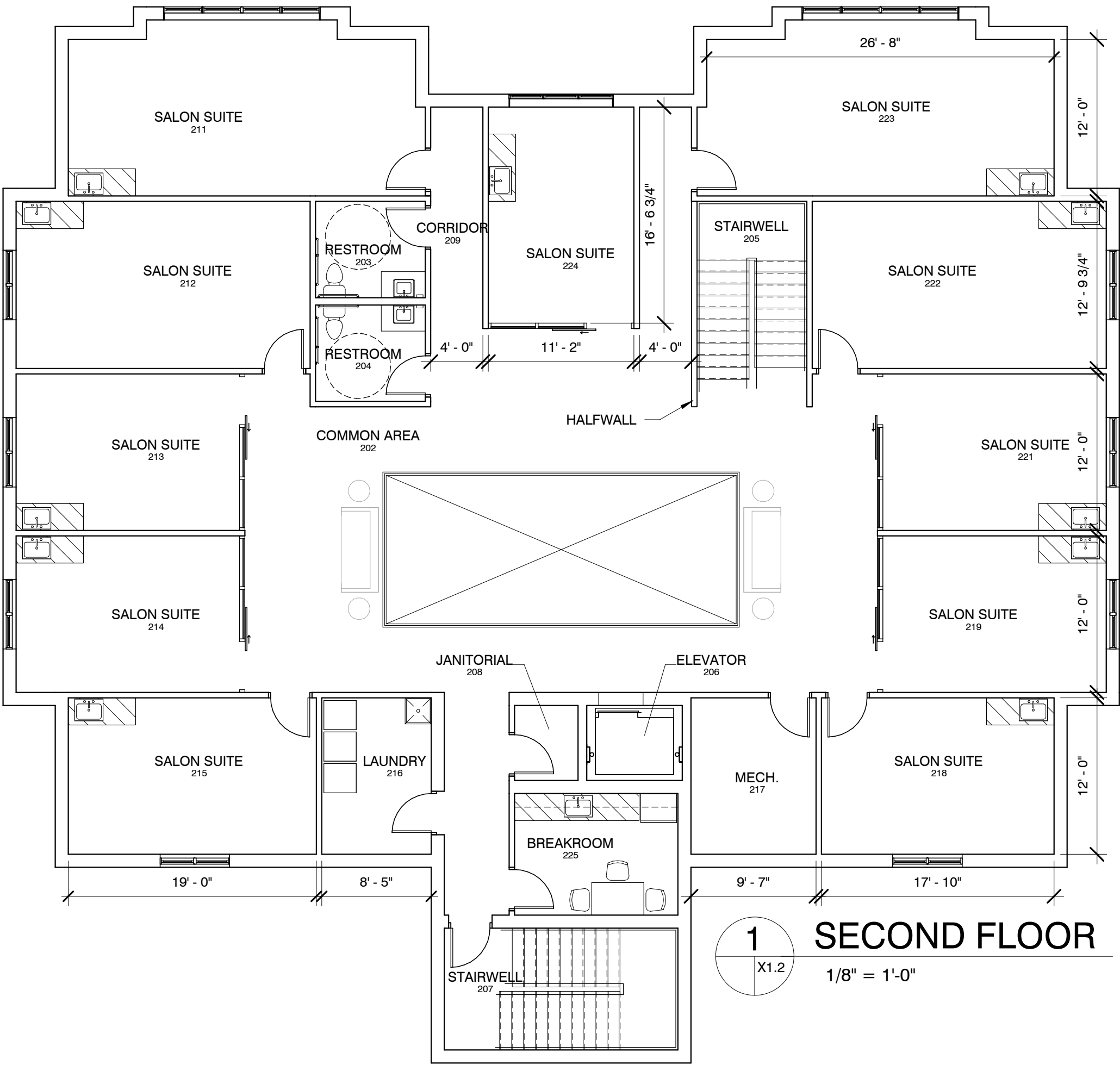


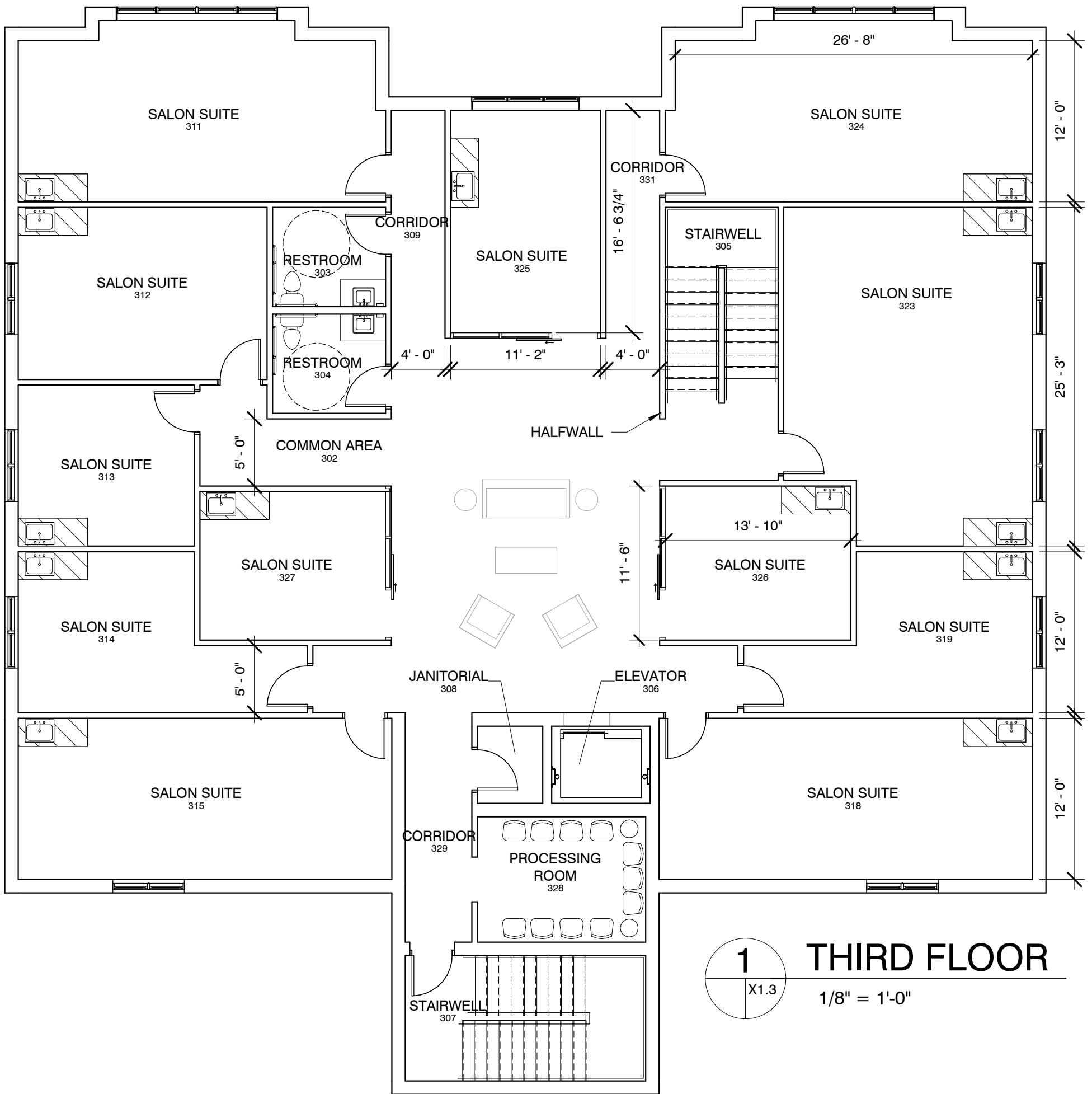
**in.**studio  
architecture

*Avery and Birch*  
beauty studios











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

January 8, 2024

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

Re: Avery and Birch Development  
Town of Brookfield, Wisconsin (Town)

Dear Tom,

Strand Associates, Inc.® (Strand) has finished its initial review of the plan package for the Avery and Birch Development that was received from the Town on December 28, 2023, for conformance with the Town specifications and general engineering practices. Before construction may begin, the contractor shall submit all required permits for the development to the state, Wisconsin Department of Natural Resources, Town, and any other relevant agencies. New drawings and a letter describing the revisions should be returned to Strand after the following concerns have been addressed.

### **Stormwater Management Report**

1. It appears that the proposed wet detention pond is detaining runoff from the peak 2-, 10-, and 100-year storm events to be equal or less than the existing peak discharge rates for the existing conditions. Based on the Town's Ordinance (Section 26.07(5)(b)2.), the 1-year storm event should also be analyzed. Calculations should be submitted showing that the proposed peak discharge rates are equal or less than the existing peak discharge rates for this storm event.
2. The Stormwater Management Report should explain and show how the site is meeting infiltration requirements within the Town Code (Section 26.07(5)(c)).
3. It is not clear why only a length of 80 feet was used for sheet flow in the existing conditions. It appears that the sheet flow could be extended the maximum allowable length of 100 feet.
4. It appears that the 2-year, 24-hour precipitation used in the proposed conditions sheet flow calculations should be changed from 2.6 to 2.7 inches.
5. The proposed condition's shallow concentrated flow length shown in the Proposed Drainage Map (260 feet), does not match the Hydraflow model input length (270 feet).
6. The Hydraflow input for the pond weir structure shows a crest length of 9.5 feet at elevation 897.00. It is not clear whether this is supposed to be the open grate on the outlet structure shown in the detail on Sheet C500 or another component of the outlet. If this is referring to the open grate, it appears that the crest length needs to be modified.
7. A stormwater maintenance agreement should be established between the owner and Town.

Mr. Tom Hagie, P.E.  
Town of Brookfield  
Page 2  
January 8, 2024

### **Sheet C500–Details**

1. It appears that the pond outlet structure bottom elevation callout of 896.00 is incorrect in the typical stormwater pond cross section detail.

### **Stormwater Conveyance**

1. Storm sewer sizing using the rational method and inlet capacity calculations should be provided for the proposed storm sewers.

### **Site Plan–Sheet C100**

1. According to Section 17.06(3)(c)(2) of the Town Zoning Code, 2 percent of the total number of spaces shall be designated for the physically disabled. The 2010 Americans with Disabilities Act (ADA) Standards, Section 208.2, requires a minimum number of physically disabled accessible parking spaces based on the total number of parking spaces provided in the parking facility. The Town should provide direction on which standard will be enforced. There are 89 parking stalls being provided, with two stalls (2.2 percent) being ADA-accessible. The 2010 ADA standards note that a minimum of four ADA compliant stalls shall be provided if the total number of stalls ranges from 76 to 100.
2. Calculations should be submitted showing the minimum number of parking spaces are being provided in accordance with Section 17.06(3)(h) of the Town Zoning Code.
3. A turning moving exhibit should be provided to verify the largest vehicle (including any emergency vehicles) that will access the site can perform the required turning movements with the proposed layout.

### **Site Grading Plan–Sheet C200**

1. It appears that a new high density polyethylene (HDPE) 12-inch-diameter storm sewer pipe will be cored in the southwest side of an existing curb inlet on Crossroads Circle. There is an 18-inch-diameter opening on the west side of this inlet as well. It should be verified that the new 12-inch pipe being cored into the existing inlet will not jeopardize the structural integrity of the structure.
2. There is a callout stating “Concrete Curb & Gutter (see detail), reject curb along exterior of lot.” The detail on the sheet is of standard curb and there is no detail for the reject curb. It is not clear what exact curb type is used at what locations (i.e., whether all islands contain regular curb). More detail should be added to the construction drawings identifying the different curb types.
3. A more detailed grading plan is needed for the handicap-accessible route in order to determine whether the proposed grades are ADA-compliant. Also, dimensions should be included for the handicap-accessible parking stalls and access aisle.
4. It appears that a detectable warning field is needed west of the handicap access aisle between the two ramps.

Mr. Tom Hagie, P.E.  
Town of Brookfield  
Page 3  
January 8, 2024

5. It does not appear that the 12-inch HDPE storm sewer pipe downstream of the outlet structure running at a 0.2 percent has the capacity to handle the 10-year design storm event outgoing flow from the pond (3.19 cubic feet per second).
6. Please denote intended tree protection or woodland area protection provided on-site.
7. Storm sewer note 3 states that inlet grates shall be Neenah No. R3227-C, but it appears that a couple of the inlets are located in the curb and a different frame and grate should be selected for these locations.

### **Sheet C300–Private Sanitary Sewer and Water Main Plan**

1. It should be noted that the minimum bury depth is 6.5 feet according to Section 12.4 of the Town technical specifications.
2. Evaluate that proper separation between water and storm crossing in Crossroads Circle is meeting the requirements of Section NR811.74 of the state administrative code.
3. A note should be added stating that the contractor shall notify the Town Sanitary District No. 4 and field staff a minimum of 72 hours before the start of any construction or connection to existing public utilities.
4. Provide sizing calculations for the proposed sanitary and water utilities.
5. Sanitary sewer frame and castings should be noted in the drawing.
6. The existing sanitary sewer is not shown correctly on the west side of the property where the proposed sanitary service connection to the main is taking place. There is no sewer line running north of this manhole. The existing line running to the north of this manhole should be removed.
7. It appears a proposed sanitary sewer easement will be needed for the new 8-inch-diameter main running to the north of the existing manhole.
8. It should be noted that, if the building requires a sprinkler system, a fire hydrant needs to be within 150 feet of a Fire Department Connection. Any water main leading to the hydrant would be considered public and utility easements will be needed. Also, after reviewing the Town's water model, it is recommended that the piping be 8-inch diameter as that will result in available fire flow at the end of the new 8-inch main to be more than 3,000 gallons per minute (gpm), which is good for this type of development. A 6-inch-diameter main would result in fire flows less than 2,000 gpm, which is borderline for the development.

### **Landscape Plan**

1. It should be verified that the mature spread of the trees, specifically the Homestead Elm trees, will not extend beyond the lot line (Section 17.02.19.e.).
2. Please show trees for preservation on future drawings. Also, in accordance with Section 17.02 (6) 19.C, provide information on natural forest or woodland areas and substantiality or quality thereof.

Mr. Tom Hagie, P.E.  
Town of Brookfield  
Page 4  
January 8, 2024

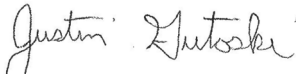
**Lighting Plan–ES01**

1. It appears that the intensity of illumination measured at the property line exceeds 0.2 foot-candles at numerous locations (Section 17.02(6)(15)d.).
2. All areas designated on approved site plans for vehicular parking, loading, or circulation and used for any such purpose after sunset shall provide artificial illumination in such areas at a minimum intensity of 0.4 foot-candle, exclusive of approved anti-vandal lighting (Section 17.02(6)(15)c.).

Please call 608-251-4843 if you have any questions.

Sincerely,

STRAND ASSOCIATES, INC.®

  
Justin J. Gutoski, P.E.

- c: Bryce Hembrook, Planner, Town of Brookfield  
Tony Skof, Town of Brookfield Sanitary District No. 4  
Scott Hartung, Department of Public Works Superintendent, Town of Brookfield  
Mark Ellena, Ellena Engineering Consultants, LLC

**Ord. No.:** \_\_\_\_

**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. In addition, one copy of the approved plans under this section shall be submitted electronically 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: \_\_\_\_\_



This Purchase Agreement (together with all attachments referenced herein, the “Agreement”), made and entered into by and between Reliant Fire Apparatus, Inc., a Wisconsin corporation (“Reliant”), and the Town of Brookfield, Wisconsin (“Customer”), is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Reliant pursuant to the Specifications.
- b. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Reliant Proposal for the Product prepared in response to the Customer’s request for proposal.
- c. **“Reliant Proposal”** means the proposal provided by Reliant attached as Exhibit C prepared in response to the Customer’s request for proposal.
- d. **“Delivery”** means the date Reliant is prepared to make physical possession of the Product available to the Customer.
- e. **“Acceptance”** The Customer shall have the opportunity, as described in Section 9(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Reliant receives a Notice of Defect within the time frame described in Section 9(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Reliant’s sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Reliant (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer’s Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$918,894.00 (“Purchase Price”). Prices are in U.S. funds. Accepted forms of payment include cash, check, money order, wire transfer, or ACH payment. Credit card or purchase card (P-Card) payments are not accepted.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Reliant will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Reliant incorporate a change to the Products or the Specifications for the Products by delivering a change order to Reliant; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Reliant to evaluate the feasibility of such change (“Change Order”). Within [ten (10) business days] of receipt of a Change Order, Reliant will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Reliant shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Reliant’s authorized representative. Manufacturer and/or supplier cost increases or surcharges imposed after the time of contract execution, beyond the control of Reliant, that have not been calculated into the contract amount will be documented and itemized as increases for the Customer on the Change Order.

7. Persistent Inflationary Environment Changes. If the Producer Price Index of Components for Manufacturing [[www.bls.gov](http://www.bls.gov) Series ID: WPUID6112] (“PPI”) has increased at a compound annual growth rate of 5.0% or more between the month Pierce accepts our order (“Order Month”) and a month 14 months prior to the then predicted Ready For Pickup date (“Evaluation Month”), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. The seller will document any such updated price for the customer’s approval before proceeding and provide an option to cancel the order.

8. Cancellation/Termination. In the event this Agreement is cancelled or terminated before completion, Reliant may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Reliant; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Reliant endeavors to mitigate any such costs through the sale of such

Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Reliant upon sale of the Product to another purchaser, plus any costs incurred by Reliant to conduct any such sale.

9. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within approximately 46-49 months of the Effective Date of this Agreement, F.O.B. Pierce Manufacturing, Inc., Appleton, Wisconsin, Risk of loss shall pass to Customer upon Delivery. Any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available during process, and a final firm delivery will be provided when committed. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Reliant with written notice sufficient to permit Reliant to evaluate such non-conformance (“Notice of Defect”). Any Product not in substantial conformance to material Specifications shall be remedied by Reliant within thirty (30) days from the Notice of Defect. In the event Reliant does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

10. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Reliant Fire Apparatus, Inc.  
880 Enterprise Drive  
Slinger, Wisconsin, 53086  
Fax (262) 297-5022

Customer  
Town of Brookfield  
645 N. Janacek Road  
Brookfield, WI 53045

11. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Reliant’s authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RELIANT, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Reliant be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Reliant’s own negligence, or otherwise.

12. Insurance. The Original Equipment Manufacturer (Pierce Manufacturing, Inc.) maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:  
Products/Completed Operations Aggregate: \$1,000,000  
Each Occurrence: \$1,000,000  
Umbrella/Excess Liability Insurance:  
Aggregate: \$25,000,000  
Each Occurrence: \$25,000,000

The Customer may request: (x) Reliant to have Pierce provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above; (y) to be included by Pierce as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Pierce insurance policy); and (z) all policies to provide a 30 day notice of cancellation to the named insured.

13. Force Majeure. Reliant shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Reliant's control which make Reliant's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, vehicle accidents during manufacturing and/or testing and/or delivery, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

- a. Commercial Chassis Price Volatility. Company shall not be responsible for any commercial chassis price increases enacted by a commercial chassis supplier after the execution of this contract. Any commercial chassis price increases will be passed through to end user and will be documented on a Change Order. Price reflects an estimate for the commercial chassis; final price of the contract may be adjusted upon final cost from the chassis manufacturer.
- b. Component Price Volatility. Company shall not be responsible for any unforeseen price increase enacted by suppliers of major components of the Product (including but not limited to engine, transmission, and fire pump) after the execution of this Agreement. Any price increases for major components of the product will be passed through to the Customer and will be documented on a Change Order.

14. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Reliant fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Reliant.

15. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Reliant until the entire Purchase Price has been paid and that payment has cleared Reliant's financial institution. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Reliant until the Purchase Price for that Product has been paid in full and that payment has cleared Reliant's financial institution. In case of any default in payment, Reliant may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

16. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

17. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

18. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Wisconsin.

19. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Reliant's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Reliant's authorized representative.

21. Conflict. In the event of a conflict between the Customer Specifications and the Reliant Proposal, the Reliant Proposal shall control. In the event there is a conflict between the Reliant Proposal and this Agreement, the Reliant Proposal shall control.

22. Signatures. This agreement is not effective unless and until it is approved, signed and dated by Reliant Fire Apparatus Inc.'s authorized representative.

Accepted and agreed to:

**RELIANT FIRE APPARATUS, INC.**

**CUSTOMER:** Town of Brookfield, Wisconsin

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

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

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

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

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

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

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

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

EXHIBIT A

**PURCHASE DETAIL FORM**

Reliant Fire Apparatus, Inc.  
880 Enterprise Drive  
Slinger, WI 53086  
Fax (262) 297-5022

Date: January 26, 2024

Customer Name: Town of Brookfield, Wisconsin

Quantity	Chassis Type	Body Type	Price per Unit
One (1)	Pierce Enforcer	Gen 2 Pumper	\$918,894.00
			\$
			\$
			\$
			\$

Contract is for purchase of one (1) Pierce Pumper per Reliant Fire Apparatus, Inc. proposal #774 presented to the Town of Brookfield Fire Department dated January 19, 2024.

Warranty Period: Warranty includes one (1) year bumper to bumper warranty. Warranty details of other coverages and terms and conditions are included in full in Proposal #774.

Training Requirements: New vehicle orientation to be provided by Reliant Fire Apparatus and Pierce Manufacturing, Inc. at the Town of Brookfield Fire Department after delivery of the completed apparatus.

Other Matters: None.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: Payment in the amount of \$918,894.00 is due Reliant Fire Apparatus, Inc. N10 days prior to final inspection and delivery from the Pierce Manufacturing, Inc. build location.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Reliant.] All taxes, excises and levies that Reliant may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Reliant to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Reliant will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Reliant substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Reliant shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Reliant or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Reliant, Reliant shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Wisconsin.

**THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF JANUARY 26, 2024 BETWEEN RELIANT AND THE TOWN OF BROOKFIELD, WISCONSIN WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY RELIANT HEREIN.**

EXHIBIT B

**WARRANTY**

WARRANTY CERTIFICATES OF COVERAGE ARE INCLUDED IN RELIANT FIRE APPARATUS PROPOSAL #774 PRESENTED TO THE TOWN OF BROOKFIELD, WISCONSIN DATED JANUARY 19, 2024.

EXHIBIT C

**RELIANT PROPOSAL**

PROPOSAL FOR APPARATUS TO BE PROVIDED UNDER THIS CONTRACT IS RELIANT FIRE APPARATUS PROPOSAL #774 PRESENTED TO THE TOWN OF BROOKFIELD, WISCONSIN DATED JANUARY 19, 2024.