

TOWN OF BROOKFIELD
TOWN BOARD MINUTES
DECEMBER 19, 2023

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

1) CALL TO ORDER.

Chairman Keith Henderson called the meeting to order at 7:00 p.m. with the following people present: Supervisors John Charlier, Steve Kohlmann, Ryan Stanelle, and John Schatzman; Assistant Fire Chief Anthony D'Amico, Town Planner Representative Amy Barrows, 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 5, 2023 Town Board meeting with a verification of the adjournment time.

Seconded by Supervisor Charlier.

Motion Passed Unanimously.

5) CITIZEN COMMENTS.

None.

6) NEW BUSINESS.

a. Discussion and possible action regarding the 2024 Short Elliot Hendrickson Inc. Planning Services Agreement.

Motion by Supervisor Kohlmann to approve.

Seconded by Supervisor Charlier.

Motion Passed Unanimously.

b. Discussion and possible action regarding Ordinance 2023-07 amending certain sections of Chapter 14 of the Town Code, revising references to the Uniform Dwelling Code and related to Delegated Appointed Agent Municipality Status.

Motion by Supervisor Stanelle to approve.

Seconded by Supervisor Schatzman.

Motion Passed Unanimously.

c. Discussion and possible action regarding Ordinance 2023-08 amending certain sections of Chapter 5 of the Town Code.

Motion by Supervisor Schatzman to table to a subsequent Town Board meeting.

Seconded by Supervisor Kohlmann.

Motion Passed Unanimously.

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

a. Plan Commission

i. Discussion and possible action regarding a recommendation for Conceptual Approval for Ryan Janssen, representing Avery & Birch, for a new building consisting of a three-story salon suite facility, located at 21055 Crossroad Circle.

Motion by Supervisor Kohlmann to approve.

Seconded by Supervisor Charlier.

Motion Passed Unanimously.

- ii. Discussion and possible action regarding a recommendation for a site plan approval for Discount Tire (Steve McCleary, RA Smith, Inc. representing) for proposed changes to the subject property site plan to expand parking area on north side of the property and along the building and to update the landscaping plan, located at 20120 West Bluemound Road.

Motion by Chairman Henderson to deny the request since it does not meet the standard discussed in prior town planning documents.

Seconded by Supervisor Schatzman.

Motion Passed 4-1 with Supervisor Charlier dissenting.

8) OLD BUSINESS.

- a. Discussion and possible action regarding the E-Plan Exam proposal to provide plan review services.

Motion by Supervisor Stanelle to approve the proposal with a 75/25 fee split for building and HVAC plan review and a 90/10 fee split for plumbing plan review contingent upon review and acceptance by the town attorney.

Seconded by Supervisor Schatzman.

Motion Passed Unanimously.

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

Motion by Supervisor Kohlmann to approve.

Seconded by Supervisor Charlier.

Motion Passed Unanimously.

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

Motion by Supervisor Stanelle to approve in the amount of \$164,000 with a start date of June 1, 2024.

Seconded by Supervisor Kohlmann.

Motion Passed Unanimously.

9) APPROVAL OF VOUCHERS AND CHECKS.

Motion by Supervisor Schatzman to approve vouchers dated 12/6/2023-12/19/2023 in the amount of \$150,287.75.

Seconded by Supervisor Stanelle.

Motion Passed Unanimously.

10) COMMUNICATION AND ANNOUNCEMENTS.

None.

11) ADJOURN.

Motion by Supervisor Kohlmann to adjourn at 8:49 p.m.

Seconded by Supervisor Charlier.

Motion Passed Unanimously.

Respectfully submitted,
Tom Hagie
Town Administrator/Interim Clerk

TOWN OF BROOKFIELD
WAUKESHA COUNTY

APPLICATIONS FOR ALCOHOLIC BEVERAGE LICENSES
2023-24

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

CLASS B FERMENTED MALT BEVERAGE AND CLASS B LIQUOR

Toomu Lakshmikanth, N57W19737 Holly Court, WI 53051, for Hyderabad House Wisconsin, LLC, b/b/a Nawabi Hyderabad House, 19035 W. Bluemound Rd, Brookfield, WI 53045

The Town Board of the Town of Brookfield will consider and receive public input, comment, or concerns regarding issuance of the above referenced licenses at its regularly scheduled meeting on Tuesday, January 2, 2024, at 7:00 p.m. at the Brookfield Town Hall, 645 N. Janacek Road, Brookfield, WI 53045.

Interim Town Clerk Tom Hagie

Pub: 12/20, 12/21, 12/22

CONTRACT FOR INSPECTION SERVICES

AGREEMENT, made this 1st day of January, 2024 between Wisconsin Building Inspections, LLP, Jason Chromy, Senior Partner, and, herein called the Contractors, and the Town of Brookfield, a Municipal Corporation, duly organized and located in the County of Waukesha, State of Wisconsin, hereinafter called the Town, witnesseth:

WHEREAS, The Town of Brookfield is desirous of hiring an individual(s) to serve as Building Inspector for the Town of Brookfield, and;

WHEREAS, The Town of Brookfield is desirous of having a written agreement between the parties, and;

WHEREAS, The Contractor has agreed to provide such service in accordance with the terms and provisions of this contract.

NOW, THEREFORE, the Contractor and the Town agree as follows:

- A. The Contractor shall serve as Building Inspector for the Town of Brookfield.
- B. The Contractor Shall be State certified in U.D.C. Construction, Electrical, Plumbing, Heating, Ventilating and Air Conditioning, as well as Commercial Electrical, and Commercial Construction.
- C. The Contractor agrees to perform all Building Inspector duties, including, but not limited to:
 - a. All Inspections from footings to occupancy.
 - b. All Liquor License Inspections.
 - c. All Conditional Use Inspections.
 - d. All Plan of Operation Inspections.
 - e. All DSPS Certification Classes for all phases of construction.
 - f. All Zoning Violation Investigative Inspections.
 - g. All Residential and Commercial Erosion Control.
- D. The Contractor agrees to hold office hours in the Town offices as agreed upon between the Contractor and the Town Board from time to time.
- E. As compensation for providing building inspection services, the Town shall pay the contractor *seventy percent* (70%) of all fees collected for all permits. Per Fee Schedule submitted by Contractor. No additional compensation shall be paid. The Town shall compensate the Contractor no later than the 21st of the month following the period that services were rendered.
- F. The Contractor shall keep an accurate record of the hours required to perform the services under this contract. The Contractor shall provide a recap of permits issued on a monthly basis.
- G. The Contractor shall provide:
 - a. Field communication equipment and all other necessary equipment.
 - b. Vehicles fuel and auto insurance for the Contractor and any staff.
 - c. Supplemental systems and support and administrative coordination.
 - d. Wisconsin license fees for the Contractor and any staff.
 - e. Professional liability insurance in an amount satisfactory to the municipality.
 - f. Salary for any staff of the Contractor.

- H. This agreement shall be in effect from the 1st day of January 2024 through the 31st day of December 20____. This contract shall not be assigned or sublet to any other person, firm or corporation without the express written consent of the Town Board of the Town of Brookfield.
- I. The Town may terminate this contract at any time for failure of the Contractor to adequately provide inspection services as required or upon failure of the Contractor to otherwise adhere to the terms of this contract. Either party may terminate this contract upon sixty (60) days written notice to the other party of the intention to terminate. Any notice to the Town shall be sent to the Town Clerk.
- J. It is further understood and agreed that the Contractor is an independent contractor and is not an employee of the Town of Brookfield, and all persons engaged by the Contractor in performance of this contract shall be deemed the Contractor's agents and employees and not the agents and employee of the Town of Brookfield. The Contractor shall hold harmless and indemnify the Town for any and all damages resulting from the action or non-action on the part of the Contractor, or any of its employees, including, without limitation, all litigation costs and legal fees, arising in any out of its work as the Building Inspector for the Town of Brookfield (except acts performed in good faith and without intentional misrepresentation by the Contractor as a recommendation only, for which the final action related to the claim was taken by a Town governing body. Per State Statute 62.115(1).
- K. Public Records Responsibilities Contract Terms
 - a. Town and Contractor recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, Town and contractor agree as follows: When Town receives public records requests for matters that Town believes might be proprietary or confidential information, Town will notify Contractor of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Contractor shall either provide Town with the record that is requested, for release to the requestor; or Contractor shall advise Town that Contractor objects to the release of the requested information, and the basis for the objection. If for any reason Town concludes that Town is obligated to provide a record to a requestor that is in Contractor's possession, Contractor shall provide such records to Town immediately upon Town's request. Contractor shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law. In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, Contractor shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the Town, its officers, agents employees and independent Contractors growing out of (i) Town's denial of records request, based upon objections made by Contractor, or (ii) Contractor's failure to provide records to Town upon Town's request;

or (iii) Town's charges made to a records requestor, based upon reimbursement of costs Contractor charged to Town in responding to a records request; or (iv) Town's lack of timely response to a records request, following Contractor's failure to timely respond to Town as required herein; or (v) Town's provision of records to a requestor that were provided to Town by Contractor in response to a records request. Contractor's claims of proprietary rights, or any other copyright or confidentiality claims, shall be waived such that Town may provide all requested documents, programs, data, and other records to the requestor, upon failure by Contractor to defend, indemnify or hold harmless the Town as required herein, and/or upon judgement of a court having jurisdiction in the matter requiring release of such records.

IN WITNESS THEREOF, the Town of Brookfield has caused these presents to be signed by its Town Chairperson and Town Clerk and the Contractor has caused this contract to be executed by its duly authorized representative.



Jason Chromy
Senior Partner-Wisconsin Building Inspections LLP

TOWN OF BROOKFIELD
A Municipal Corporation

Keith Henderson-Chairperson
Town of Brookfield

Tom Hagie
Interim Town Clerk
Town of Brookfield