



Office of the Town Clerk

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

Office: 262-796-3788 | Clerk@TownofBrookfield.com

MEETING AGENDA

Wednesday, April 2, 2025
7:00 p.m.

Town Board
Utility District No. 1
Sanitary District No. 4

Eric Gnant Room
TOB Municipal Building
645 N. Janacek Rd., Brookfield, WI

1. Call to Order & Roll Call.
2. Meeting Notices.
3. Approval of Agenda.
4. Approval of Minutes:
March 18, 2025 meeting of the TB, UD1, SD4.
5. Citizen Comments: Three-minute limit.
6. Old Business: None.
7. New Business.
 - a. Discussion and possible action regarding the Countywide Damage Assessment Team Standard Operating Procedures and Memorandum of Understanding for Countywide Damage Assessment Services.
 - b. Discussion and possible action regarding bids received for the Weyer Road Pulverize and Overlay project.
 - c. Discussion and possible action regarding proposals for Planning and Zoning services.
8. Departments, Boards, Committee/Commission Reports/Recommendations.
 - a. Plan Commission
 1. Discussion and possible action regarding the recommendation to provide Conceptual Approval to Ryan Janssen, representing Avery & Birch, for a new building consisting of a one-story salon suite facility, located at 21055 Crossroads Circle.
 2. Discussion and possible action regarding the recommendation to provide Conceptual Approval to Jim Taylor, representing Oscars Frozen Custard, and 7-Brew for two new drive-thru restaurants on the property located at 21165 Highway 18 and the adjacent property to the East.
 - b. Clerk's Office: April 1, 2025 Spring Election results summary.
9. Approval of Vouchers and Checks.
10. Communication and Announcements.
11. Adjourn.

Posted March 28, 2025

Tom Hagie, Administrator/Interim-Clerk



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MEETING MINUTES

Tuesday, March 18, 2025
7:00 p.m.

Town Board
Utility District No. 1
Sanitary District No. 4

Eric Gnant Room
TOB Municipal Building
645 N. Janacek Rd., Brookfield, WI

1. Call to Order & Roll Call.
Chairman Henderson called the meeting to order at 7:00 p.m.
Present: Chairman Keith Henderson; Supervisors Steve Kohlmann, John Charlier, John Schatzman and Ryan Stanelle.
A quorum was met (5-0).
Staff Present: Attorney Michael Van Kleunen, Fire Chief John Schilling, Administrator/Interim-Clerk Tom Hagie and Deputy Clerk Emily Howells.
2. Meeting Notices.
Hagie confirmed the meeting notices were posted as required by law.
3. Approval of Agenda.
Motion by Schatzman to adopt the agenda; seconded by Stanelle.
Motion prevailed by a voice vote (5-0).
4. Approval of Minutes:
March 4, 2025 meeting of the TB, UD1, SD4.
Motion by Charlier to approve the minutes as presented; seconded by Kohlmann.
Motion prevailed by a voice vote (5-0).
5. Citizen Comments: Three-minute limit. None.
6. Old Business: None.
7. New Business.
 - a. Discussion and possible action regarding approval of financing for the purchase of a new ambulance.
Motion by Charlier to approve the loan from Town Bank in the amount of \$275,000 for the purchase of a new ambulance.
Motion prevailed by a voice vote (5-0).
 - b. Discussion and possible action regarding appointments to various Town committees.
Hagie summarized the current vacancies on Town committees. Henderson asked that a flyer be prepared and posted during in-person absentee voting at the Town Hall and at the polling locations. Hagie stated the Stanelle had forwarded a request from Dan Zuperku, currently serving on the Community Development Authority, to join the Plan Commission.
Motion by Henderson to appoint Dan Zuperku to the Plan Commission for the 2023-2027 term; seconded by Stanelle.
Motion prevailed by a voice vote (5-0).
8. Departments, Boards, Committee/Commission Reports/Recommendations. None.
9. Approval of Vouchers and Checks.
Motion by Stanelle to approve vouchers and checks in the amount of \$565,077.80; seconded by Schatzman.
Motion prevailed by a voice vote (5-0).
10. Communication and Announcements.
11. Adjourn.
Motion by Kohlmann to adjourn at 7:33 p.m.; seconded by Charlier.
Motion prevailed by a voice vote (5-0).

Respectfully submitted by
Tom Hagie, Administrator/Interim-Clerk

PLEASE NOTE: It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above meetings to gather information. No action will be taken by any governmental body other than that specifically noticed. Also, upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through appropriate aids and services. For additional information or to request such services contact the clerk's office at the above.

COUNTYWIDE DAMAGE ASSESSMENT TEAM STANDARD OPERATING PROCEDURES (SOP), WAUKESHA COUNTY

PURPOSE

This plan will provide the guidance and procedures for the collection of damage assessment information for all Participating Jurisdictions within Waukesha County immediately following an incident and throughout the response and recovery phases. Damage assessment is the process of determining the location, nature, and severity of damage sustained by the public and private sectors.

SCOPE OF SERVICES

The scope of this plan is to address the procedures for the effective collection of damage assessment information to complete required documentation for the request of Individual Assistance during a presidential declaration under the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Additionally, the information collected will assist local and county decision-makers in the activation of shelters, points of distribution, family assistance centers, and other related response activities. Countywide Damage Assessment Team activities will include collecting damage assessment information solely focusing on Individual Assistance eligible facilities and structures including privately owned homes and business facilities.

Damage assessment activities relating to Public Assistance, including the assessments of but not limited to roads, bridges, government buildings, publicly owned utilities, and parks will be handled by the local unit of government having jurisdiction.

OVERVIEW

Waukesha County is susceptible to a variety of natural disasters and human-caused emergencies. Depending on their severity, these events can inflict significant damage on infrastructure and essential services, quickly overwhelming the capacity of individual municipalities or the county as a whole to assess the situation and respond effectively to the needs of affected residents.

Emergency responders, whose primary focus is on saving lives and protecting property, are often challenged to gather and communicate accurate information about the extent of the damage. Without reliable data on the nature and scope of the disaster, Emergency Operations Centers face difficulties in coordinating response efforts and initiating the recovery process.

Given that disasters frequently transcend municipal and county boundaries, it is common for municipalities to seek assistance from the Waukesha County Office of Emergency Management when damage and citizen needs reach thresholds past the municipality's capabilities. To streamline the process of damage assessment across political jurisdictions, a mutual aid agreement has been established between Waukesha County and participating municipalities. This agreement aims to facilitate the accurate and timely collection of damage information following natural disasters or emergencies.

Damage Assessment Overview

After a natural disaster or emergency causing damage to private property and public infrastructure meeting thresholds for state and federal assistance, Waukesha County Emergency Management has between 14 and 21 days to compile and submit complete and accurate information to Wisconsin Emergency Management (WEM). This information is necessary for the Governor to prepare and submit a letter to the President requesting a Presidential disaster declaration. The timeline shown in Figure 1 outlines the key steps in this process.

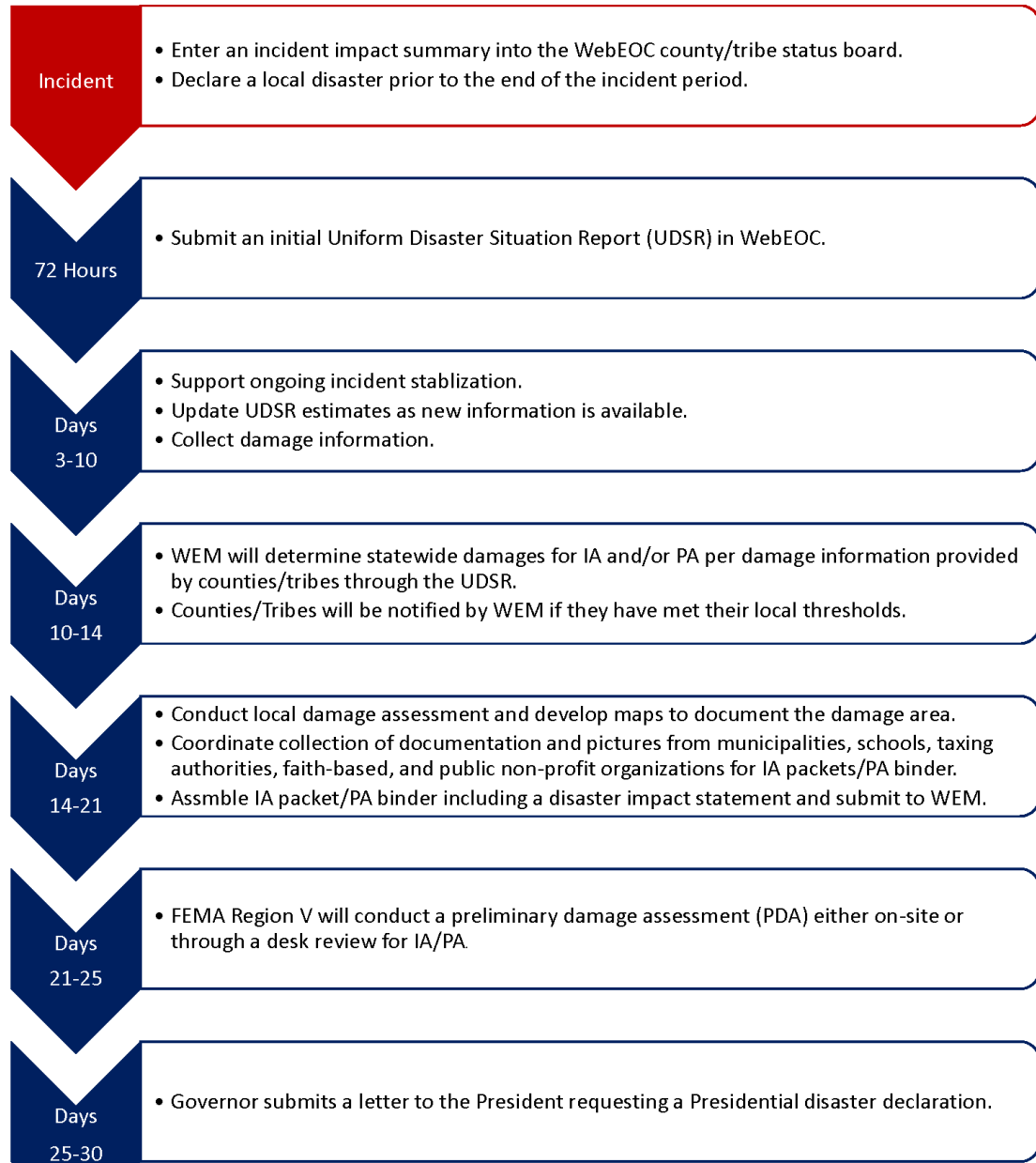
- During and following a disaster, county and local response agencies will, on an ongoing basis, report on the extent of their involvement, damage estimates, and gather information regarding the disaster's impact on the public and private sectors.
- The Waukesha County Emergency Management Coordinator will notify Wisconsin Emergency Management (WEM), through the Region Director, when such a disaster occurs.
- When there is the potential need for state and/or federal assistance to supplement county and local efforts or when requested by the WEM Region Director, the county is expected to inform the WEM Region Director of an incident's impact on the community via WebEOC as soon as practical. The Waukesha County Emergency Management Coordinator must submit a Uniform Disaster Situation Report (UDSR) form to the UDSR board in WebEOC, within 72 hours of the end of a disaster incident period. At a minimum, the UDSR should include the following:
 - Time, date, location, and type of disaster.
 - Time and date of the UDSR submission, as well as name of person submitting the report.
 - Number of people injured or deceased.
 - Number of persons homeless and number evacuated and in shelters.
 - Damage estimates for the public and private sectors.
 - An estimate of the amount of damage covered by insurance.
- To obtain the information required on the UDSR, Waukesha County Emergency Management will coordinate with the affected municipalities to compile applicable information into an overall report for submission within 72 hours to WEM.
- As the disaster progresses and emergency response efforts are curtailed, the county will continue to assess the impact of the disaster through information received from response agencies and from the affected municipalities.
- Waukesha County Emergency Management will be responsible for transmitting updated information to WEM to revise the original UDSR submission.
- Waukesha County Emergency Management, on behalf of the County Executive, will consult with the WEM Region Director on the need for state and/or federal assistance. A decision will be made jointly by WEM and the county as to whether or not and what types of federal assistance will be requested.
- When a decision is made to request Presidential Disaster Assistance, the county is required to participate in the Preliminary Damage Assessment (PDA) process. The PDA is the first step in requesting such assistance. The process and its purpose are described in FEMA's "Damage Assessment Operations Manual." Waukesha County Emergency Management is responsible for assigning a knowledgeable county/local representative to each of the PDA teams.

Figure 1: Wisconsin Emergency Management Damage Assessment Timeline for Individual and Public Assistance (IA & PA)



**Wisconsin Emergency Management
Damage Assessment Timeline
for Individual and Public Assistance (IA & PA)**

February 2022



Fluid Timelines

Timelines are fluid and can be shorter, but NEVER longer.
If IA and PA should happen at the same time, your focus should be on IA.

CONCEPT OF OPERATIONS

This section provides an overview of countywide damage assessment team activities, to support municipal and county-wide coordination during an emergency response. Waukesha County Emergency Management will act as the coordinating entity for the Countywide Damage Assessment Team. The team members are trained on a routine basis and are prepared for activation 24-hours a day, 7 days a week after a disaster occurrence.

ACTIVATION

Aftereffects of disasters can easily surpass municipal and county capabilities in responding to the incident and collecting accurate and timely necessary information, the countywide damage assessment team will be available to provide assistance upon request of the impacted jurisdiction(s). Due to their role in coordinating the county-wide team, requests will be made directly to the Waukesha County Office of Emergency Management. The request process will follow standard procedures in requesting assistance from the Waukesha County Office of Emergency Management.

Upon the notification of the request for assistance, the Waukesha County Office of Emergency Management will coordinate with the Municipal Damage Assessment Coordinator(s) or his/her designee in gathering information regarding the initial damage assessment information within their municipality(s). Once the decision is made to deploy resources to the requesting jurisdiction(s), the County Damage Assessment Coordinator will provide notification to team members through Konexus's AlertSense to gauge team members availabilities. The County Damage Assessment Coordinator, in conjunction with the Waukesha County Office of Emergency Management and the requesting jurisdiction(s) will determine the appropriate response based on the scope of the incident and the availability of resources.

DEPLOYMENT

When deployed, team members will report to a staging location determined in collaboration by the County Damage Assessment Coordinator and the Municipal Damage Assessment Coordinator(s) or his/her designee. Reporting team members will be briefed on the extent of the initial damage information, provided a safety briefing, and given their assignments and damage assessment zones by the County Damage Assessment Coordinator or the Municipal Damage Assessment Coordinator or his/her designee. Deployments of the Countywide Damage Assessment Team will involve teams of 3-4 members, depending on the size of the incident and availability of members, with one member designated as the Team Lead.

Upon arrival at their assigned damage assessment zones, the Team Lead will inform the Municipal Damage Assessment Coordinator(s) or his/her designee of their arrival. Within their designated damage assessment zones, teams will collect damage information in accessible areas to determine level of damage according to the FEMA thresholds for damage (Inaccessible, Affected, Minor, Major, Destroyed).

While conducting damage assessments, the Team Lead will provide updates to the Municipal Damage Assessment Coordinator(s) or his/her designee on the progress of damage assessments conducted within their assigned damage assessment zones. This information will be utilized to account for all resources in the field, as well as, provide situational awareness on the progress of the overall damage assessment functions within the municipality(s).

Upon completion of their duties or as directed by the Municipal Damage Assessment Coordinator(s) or his/her designee, deployed damage assessment team members will coordinate demobilization with the Municipal and County Damage Assessment Coordinators.

DATA COLLECTION

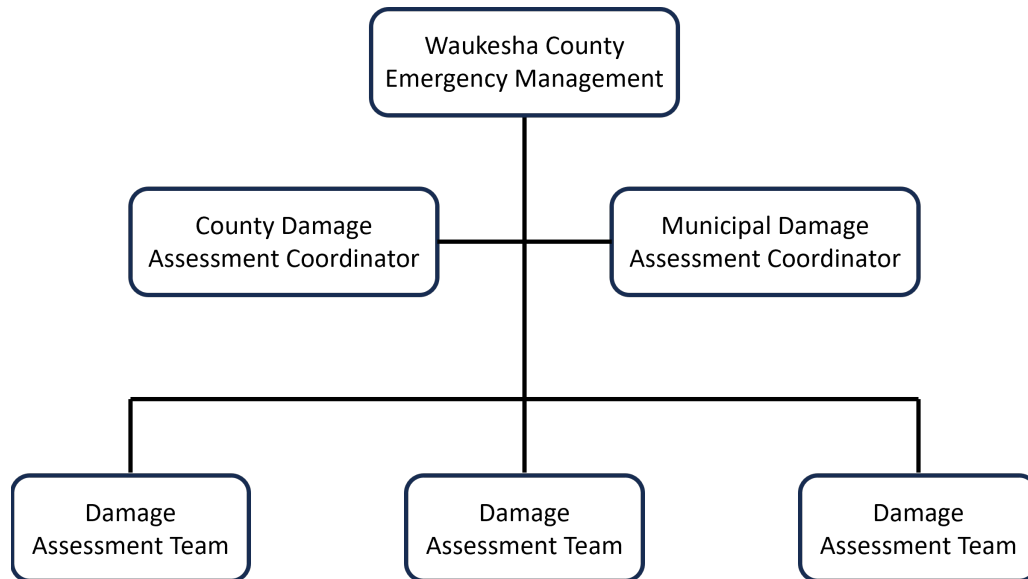
All damage assessment information will be submitted to the Waukesha County Office of Emergency Management through the submission of Waukesha County Emergency Management's Survey123 application. Requesting Jurisdictions with existing damage assessment programs or procedures may choose to have deployed team members utilize these programs or procedures. If a jurisdiction opts to use its own programs or procedures, it must ensure that all collected damage assessment information is shared with the County Damage Assessment Coordinator and Waukesha County Emergency Management. Due to Waukesha County Emergency Management's role in obtaining and submitting damage assessment information to WEM, all information collected will be regarded as the intellectual property of Waukesha County. Damage assessment information collected pertaining to the respective municipalities, will be provided to the Municipal Damage Assessment Coordinator(s) through the use of dashboards displaying the collected damage information. Damage assessment data collected pertaining to specific Participating and Requesting Jurisdictions will be shared at the request of impacted municipality.

POST INCIDENT

Following an incident and at the determination of the Municipal and County Damage Assessment Coordinators, damage assessment team members will participate in a team debriefing conducted by Waukesha County Emergency Management. This debrief will assist in providing feedback on the damage assessment program and provide recommendations for improvement.

If seeking reimbursement funds through Wisconsin Disaster Fund or public assistance under the Stafford Act, Municipal Damage Assessment Coordinators will cooperate with Waukesha County Emergency Management in complying with grant requirements.

TEAM STRUCTURE



- 3-4 Members per deployed damage assessment team, consisting of:
 - (1) Team Leader
 - (1-2) Survey Taker(s)
 - Police
 - Fire
 - Emergency Managers
 - Tax Assessors
 - Building Inspectors/Code Enforcement
 - Information Technology (IT) staff
 - Geographic Information System (GIS) Specialists
 - Public Works (DPW) staff
 - Parks and Recreation/Parks and Land Use Staff
- (1) Crisis Support Staff
 - Health and Human Services Personnel
 - Chaplains
 - Mental Health Professionals

- Team members will be provided with the following items needed to complete their assigned tasks, issued by the County and/or Municipal Damage Assessment Coordinator(s):
 - Maps of the affected area(s).
 - Recovery flyers to distribute to residents/businesses.
 - Safety pamphlets for residents/businesses.
 - Phone numbers (EOC, animal control, utilities, supporting agencies, etc.).
- Team members are encouraged to have the following supplies available to them from their employer for deployments as needed:

Electronics

- Phone/radio
- Weather radio
- GPS unit
- Laptop or tablet
- Camera
- Calculator
- Flashlight or headlamp
- Spare batteries for all electronic devices
- Phone chargers and power inverters

Tools and Miscellaneous

- Tape measure or ruler
- Small shovel (folding)
- Multitool or folding knife
- Watch
- Cash
- Plastic bag for personal garbage
- Backpack
- Clipboard
- Road flares
- Caution/Do Not Enter tape.
- Binoculars
- Duct tape
- Not pads, pens, and pencils.
- Flagging tape
- Spray paint

Personal Safety

- Hand Sanitizer
- Work gloves
- Insect repellent
- Bandana
- Sunscreen
- Sunglasses
- Hard Hat
- Eye Protection
- Hearing Protection
- Hat
- Rain gear or Poncho (large enough to fit over clothing)
- Clothing appropriate for the environment (e.g., heavy-duty pants, insulated layers, etc.)
- Dust masks
- Boots (steel-toed)
- First aid kit
- Medications
- Whistle
- Safety vest
- Water Bottles/Water
- Snacks

ROLES & RESPONSIBILITIES

Waukesha County Emergency Management

The Waukesha County Office of Emergency Management will coordinate the Countywide Damage Assessment Team. Waukesha County Emergency Management will ensure that each municipality in Waukesha County is provided the opportunity to be represented in the countywide damage assessment team and that county/local agencies/departments are aware of their responsibilities following an incident requiring damage assessment information to be collected.

During an incident, Waukesha County Office of Emergency Management will:

- Determine if the team should be activated; consult with the County Executive and activate the team, as appropriate.
- Submit an initial Uniform Disaster Situation Report (UDSR) to Wisconsin Emergency Management in WebEOC within 72-hours of the end of a disaster incident period.
- Receive and compile information from the team members and submit updated reports, as necessary, to WEM.
- Provide damage assessment information to the County Executive and other decision makers on an ongoing basis. Obtain specific or additional damage assessment information at their request.
- Maintain records of all damage reports and disaster-related expenditures.
- Coordinate with all affected municipalities and government agencies to ensure there is an understanding of the need to maintain separate and accurate records of disaster-related expenditures.
- If required, appoint and brief county representatives on Preliminary Damage Assessment (PDA) teams.
- If required, coordinate with WEM and the Federal Emergency Management Agency (FEMA) in conducting the PDA. If requested, locate facility to be used as headquarters for PDA teams and coordinators.
- Upon request, provide appropriate information and documentation to WEM in support of requests for federal disaster assistance, e.g., Small Business Administration (SBA) Disaster Loan Program, Farm Services Agency (FSA) Emergency Loan Program, and Presidential Emergency or Major Disaster Declarations.

Following an incident, Waukesha County Office of Emergency Management will:

- Submit a complete and final UDSR to WEM, serving as both a damage assessment report and a record-keeping document which describes the full extent of the disaster's impact on the public and private sectors summarizing the involvement of local/county, private, and NGOs in the response effort and disaster related expenditures to date. Waukesha County Emergency Management will submit this report to WEM, with a copy to the Region Director, within two to three weeks of the disaster occurrence.
- As required, assist in the administration and implementation of Presidential Emergency and Major Disaster Declarations. Act as Designated Agent or Single Point of Contact for all public assistance project applications in the county.
- In a Presidential Disaster Declaration, work with the State Hazard Mitigation Officer (SHMO) in identifying and recommending hazard mitigation projects. Assist in the development of the federally required 180-day hazard mitigation plan. If projects are funded, coordinate with SHMO to ensure they are completed as approved by FEMA.
- Debrief damage assessment team and critique damage assessment operations. Make appropriate

changes in Damage Assessment Annex to improve future operations.

County Damage Assessment Coordinator

The County Damage Assessment Coordinator is responsible for identifying and training countywide damage assessment team members in addition to maintaining the active roster of all damage assessment team members' names and contact information. The County Damage Assessment Coordinator will coordinate countywide assessment activities while team members are deployed. The County Damage Assessment Coordinator reviews the procedures, requirements, and timeframe for reporting damage assessments with team members along with submitting county and municipal damage assessment information to the Waukesha County Office of Emergency Management, applicable Emergency Operation Center(s), or Municipal Damage Assessment Coordinators.

Training for damage assessment team members will involve:

- The purpose of the damage assessment team, the damage assessment function, and conditions in which the team would be activated and how it would operate.
- Their role as team members, including how they will be informed of the team's activation, what information would be expected of them, and the process and timeframe of submitting that information.
- The state's requirements with regards to submitting the UDSR and participating in the Preliminary Damage Assessment (PDA) process.
- Just-In-Time Training prior to team members deployment to conduct damage assessment surveys.

Municipal Damage Assessment Coordinator

The Municipal Damage Assessment Coordinator is responsible for managing the damage assessment function within their specific municipality. The Municipal Damage Assessment Coordinator is responsible for reporting their collected damage assessment data to the County Damage Assessment Coordinator. In coordination with the County Damage Assessment Coordinator, the Municipal Damage Assessment Coordinator shall provide oversight of deployed damage assessment team members to their jurisdiction and provide briefings and necessary information for the adequate collection of damage assessment information.

The Municipal Damage Assessment Coordinator shall:

- Determine, prior to a disaster occurrence, how they will obtain the damage assessment information they are responsible for submitting to Waukesha County Emergency Management.
- Coordinate the performance of damage assessments within their municipality and submit assessment information to Waukesha County Emergency Management through the County Damage Assessment Coordinator within the required timeframe(s).
- Coordinate for the safety and physical security of deployed damage assessment team members.
- Submit updated information, or other requested information to Waukesha County Emergency Management to be used as documentation in support of request for federal disaster assistance.
- Maintain records of all submitted information.
- As appropriate (e.g., if representing a local unit of government or emergency response agency), maintain separate and accurate records of disaster-related expenditures.
- If requested by Waukesha County Emergency Management, participate, as instructed, in the Preliminary Damage Assessment (PDA) process as a county/local representative.

- Assist in providing Just-In-Time Training prior to team members deployment to conduct damage assessment surveys.
- To maintain membership, Municipal Damage Assessment Coordinators are required to complete the following training within their first year of joining the team, submitting certificates of completion to the County Damage Assessment Coordinator.
 - IS-559: Local Damage Assessment
 - [Training](#)
 - IS-403: Introduction to Individual Assistance (IA)
 - [Training](#)
 - W-121: What the Damage?
 - [Wisconsin Emergency Management](#)
- Attend at least (1) damage assessment training per calendar year (provided by Waukesha County Emergency Management).

Participating Jurisdictions

Local government units, including but not limited to county, cities, villages, towns, and lake districts within Waukesha County, are considered Participating Jurisdictions in the Memorandum of Understanding (MOU) for Countywide Damage Assessment Services upon signing the agreement. Participating Jurisdictions are responsible for providing adequate resources and personnel to participate in the countywide damage assessment team.

Participating Jurisdictions will identify, at a minimum (1) personnel for the positions of Municipal Damage Assessment Coordinator and Damage Assessment Team Member. Participating Jurisdictions are encouraged to identify personnel who can effectively perform these functions, selecting from the following roles:

- Municipal Damage Assessment Coordinator
 - Tax Assessors
 - Building and Code Enforcement
 - Planning and Zoning Officials
 - (Civil, Structural, Environmental) Engineers
- Damage Assessment Team Member
 - Police
 - Fire
 - Emergency Managers
 - Tax Assessors
 - Building Inspectors/Code Enforcement
 - Information Technology (IT) staff
 - Geographic Information System (GIS) Specialists
 - Public Works (DPW) staff
 - Parks and Recreation/Parks and Land Use Staff
 - Health and Human Services Personnel
 - Chaplains
 - Mental Health Professionals

Participating Jurisdictions are responsible for and have agreed to:

- Working in cooperation with all other participating and requesting jurisdictions to collect, validate, and produce damage assessment information.

Requesting Jurisdictions

Participating Jurisdictions within Waukesha County, requesting the assistance of the countywide damage assessment team, are considered Requesting Jurisdictions in the Memorandum of Understanding (MOU) for Countywide Damage Assessment Services regardless of signing the agreement.

Requesting Jurisdictions are responsible for:

- Determine, prior to a disaster occurrence, how they will obtain the damage assessment information they are responsible for submitting to Waukesha County Emergency Management.
- Coordinate the performance of damage assessments within their municipality and submit assessment information to Waukesha County Emergency Management through the County Damage Assessment Coordinator within the required timeframe(s).
- Coordinate for the safety and physical security of deployed damage assessment team members.
- Submit updated information, or other requested information to Waukesha County Emergency Management to be used as documentation in support of request for federal disaster assistance.
- Maintain records of all submitted information.
- As appropriate (e.g., if representing a local unit of government or emergency response agency), maintain separate and accurate records of disaster-related expenditures.
- If requested by Waukesha County Emergency Management, participate, as instructed, in the Preliminary Damage Assessment (PDA) process as a county/local representative.
- Engage and coordinate with Participating Jurisdictions seeking reimbursement for services rendered, ensuring that the invoicing procedures are mutually agreed upon by both parties.

Team Members

Countywide Damage Assessment Team members make up the cooperative team consisting of municipal and county designated personnel from Participating Jurisdictions. Team members are responsible for the collection of damage assessment information within their assigned damage assessment zones as designated by the requesting Municipal Damage Assessment Coordinator. Members are responsible for providing updated contact information to the County Damage Assessment Coordinator and responding to notifications of activations and informing the County Damage Assessment Coordinator of their availabilities. Upon activation, team members are required to report to the designated location for check-in to receive a briefing and Just-In-Time Training conducted by the County Damage Assessment Coordinator, Municipal Damage Assessment Coordinator, or their designee. To maintain membership, Team Members are required to:

- Complete the following FEMA Independent Study (IS) training within their first year of joining the team, submitting certificates of completion to the County Damage Assessment Coordinator.
 - IS-559: Local Damage Assessment
 - [Training](#)
 - IS-403: Introduction to Individual Assistance (IA)
 - [Training](#)
 - W-121: What the Damage? (Not required within the first year, but recommended.)
 - [Wisconsin Emergency Management](#)

- Attend at least (1) damage assessment training per calendar year (provided by Waukesha County Emergency Management).

Team Lead

Team Leads, are designated Team Members responsible for the coordination of on-scene activities with the County Damage Assessment Coordinator, Municipal Damage Assessment Coordinator, or their designee. Team Leads are responsible for assigning areas of responsibilities and overseeing the team's activities. Team Leads will ensure that Team Members adhere to safety instructions received by the Municipal Damage Assessment Coordinator and will verify data collected by Team Members for accuracy and completeness before submission. The Team Lead will provide updated information on a pre-determined basis on the damage assessment efforts and as requested, provide updated information.

Survey Taker

Survey Takers are responsible for accurately recording and documenting detailed damage information, including locations, photos, estimated damage costs, and impact extent. They will utilize the Survey123 Damage Assessment tool, or any alternate tool provided. Survey Takers must ensure that photos effectively capture scale, context, and specific details (e.g., building identifiers or structural components) to support assessments. Survey Takers will guarantee that data recording maintains high standards of accuracy and integrity to ensure assessment reliability. Adhere to all safety instructions received by the Municipal Damage Assessment Coordinator, and they should not enter homes unless absolutely necessary and with the approval of the County Damage Assessment Coordinator, Municipal Damage Assessment Coordinator, or their designee.

Crisis Support Staff

Crisis Support Staff focus on providing vital emotional and informational support to individuals and families affected by disasters, facilitating access to resources. This role requires offering compassionate listening and assessing residents' immediate emotional needs. Crisis Support Staff will provide information regarding services such as shelter, food, and medical assistance, and guiding residents through the process of securing support. Acting as a liaison, the Crisis Support Staff ensures transparent communication between the damage assessment team and the community, aiding residents in understanding assessment processes and managing expectations. Crisis Support Staff will assist Survey Takers in gathering accurate information on the impact to residents, capturing concerns and service needs for further action.

MEMORANDUM OF UNDERSTANDING

For

Countywide Damage Assessment Services

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is hereby made and entered into the date set forth next to the signature of the respective parties, by and between Waukesha County (“the County”) and each of the units of local government subscribed hereto, hereinafter referred to singularly as a “Participating Jurisdiction” and collectively as “Participating Jurisdictions”, that have executed this Agreement and adopted same in manner as provided by law and hereafter listed at the end of this Agreement.

RECITALS

WHEREAS, it is desirable to coordinate Countywide damage assessment services across municipal boundaries within Waukesha County in an effort to obtain accurate, quick, and efficient accounting of damages resulting from a disaster; and

WHEREAS, disasters often cross municipal boundaries and Waukesha County Emergency Management must collect data from all impacted municipalities; and

WHEREAS, in accordance with Wisconsin Statute § 323.15(1)(a)-(b), the county head of emergency management shall coordinate and assist in developing city, village, and town emergency management plans within the county, integrate those emergency management plans with the county’s emergency management plan, direct and coordinate emergency management activities throughout the county during a state of emergency, and advise the Department of Military Affairs of all emergency management planning in the county and submit required reports to the adjutant general, as per his or her request; and

WHEREAS, in accordance with Wisconsin Statute § 323.15(1)(c)(1)-(4), the city, village, and town head of emergency management shall direct participation in emergency management programs ordered by the adjutant general or the county head of emergency management, advise the county head of emergency management on local emergency management programs, and submit to the county head of emergency management any reports required, as per his or her request; and

WHEREAS, each Participating Jurisdiction is obligated to coordinate with the County's Emergency Management Office if damages and citizens' needs meet thresholds for a Presidential Disaster Declaration for federal assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5208; and

WHEREAS, damage assessments must be completed before disaster assistance is provided by the Small Business Administration (SBA) and the Federal Emergency Management Agency (FEMA); and

WHEREAS, a Participating Jurisdiction may lack available staff to complete damage assessments and have a condensed timeline to complete damage assessment submissions to Wisconsin Emergency Management; and

WHEREAS, affected jurisdictions would greatly benefit from assistance of neighboring jurisdictions in the assessment process and such cooperation would, therefore, benefit the County as a whole when seeking federal assistance; and

WHEREAS, it is therefore desirable that the County and Participating Jurisdictions enter into this Agreement to outline their understanding of the processes and resources that will be used to cooperatively complete damage assessments when assistance is requested by a Participating Jurisdiction.

NOW, THEREFORE, in consideration of the foregoing recitals, the County and Participating Jurisdictions **HEREBY AGREE AS FOLLOWS:**

SECTION ONE

Purpose

Performing a Damage Assessment is a crucial step in the aftermath of various events such as, but not limited to, emergencies, natural disasters and man-made catastrophes. A Damage Assessment plays a pivotal role in understanding the extent of the impact on affected areas and populations. Timely and accurate Damage Assessments provide essential information for effective emergency response, resource allocation, and long-term recovery planning. The prompt completion of Damage Assessments is vital, as it directly influences the speed and efficiency of emergency response efforts. Swift assessments enable authorities to prioritize immediate needs, deploy resources efficiently, and minimize further damage. This Agreement provides coordination of effort for the effective and efficient collection of Damage Assessment information within Waukesha County.

SECTION TWO

Definitions

The following terms used in this Agreement are defined as follows:

- A. “Comprehensive Emergency Management Plan or CEMP”: A structured and systematic document that outlines strategies and procedures for preparing for, responding to, recovering from, and mitigating the impacts of various emergencies and disasters. The primary goal of a CEMP is to enhance the ability of organizations, communities, and governments to effectively manage and coordinate resources in order to protect lives, property, and the environment during emergencies.
- B. “County Damage Assessment Coordinator”: A designated representative of Waukesha County responsible for the overall coordination and collaboration of Damage Assessment services with the deployed damage assessment teams, Municipal Damage Assessment Coordinator, and other Participating Jurisdictions.
- C. “Damage Assessment”: The process for determining the nature and extent of the loss, suffering, and/or harm to the community resulting from a natural, accidental or human-caused disaster. A Damage Assessment provides situational awareness and critical information on the type, scope and severity of the event.
- D. “Damage Assessment Team”: A group of trained professionals tasked with evaluating the extent of destruction and losses caused by an emergency or disaster. Their primary objective is to systematically survey affected areas, collect data on damages to infrastructure, and provide accurate information to inform decision-making in the response and recovery phases of emergency management.
- E. “Emergency”: An occurrence or condition which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Requesting Jurisdiction, so that it determines the necessity and advisability of requesting aid.
- F. “Emergency Support Function”: Specialized functional areas established to organize and coordinate the response and recovery efforts during Emergencies or Natural Disasters.
- G. “FEMA”: The Federal Emergency Management Agency within the U.S. Department of Homeland Security.

- H. “Municipal Damage Assessment Coordinator”: A designated representative of Participating Jurisdictions responsible for the coordination and collaboration of Damage Assessment services with the deployed Damage Assessment Teams and County Damage Assessment Coordinator.
- I. “Natural Disaster”: An event that has resulted in severe property damage, including but not limited to a tornado, storm, flood, earthquake, snowstorm, or fire.
- J. “Participating Jurisdiction”: A city, village, town, or lake district within Waukesha County that has been authorized by its governing body to enter into and execute this Agreement pursuant to Wis. Stat. § 66.0301 for the purpose of cooperating in the completion of Damage Assessments throughout Waukesha County in the event of an Emergency.
- K. “Personnel”: Persons employed full-time, part-time, or contracted by the Participating Jurisdictions.
- L. “Requesting Jurisdiction”: A Participating Jurisdiction which requests aid in the event of an Emergency.
- M. “Small Business Administration”: The Small Business Administration (SBA) provides home and business disaster loans to communities affected by disasters.
- N. “Training”: The regular scheduled practice of conducting and collecting Damage Assessments during non-emergency drills to implement the necessary joint operations of the Damage Assessment Team.

SECTION THREE

Waukesha County Obligations

Waukesha County, through the Waukesha County Office of Emergency Management, shall:

1. In accordance with Wisconsin Statute § 323.15, serve as the convener and coordinator of Participating Jurisdictions to oversee the Damage Assessment process to provide Damage Assessment information to the State of Wisconsin Department of Military Affairs and Federal Government as requested. The County Damage Assessment Coordinator, in conjunction with the Waukesha County Office of Emergency Management, will determine the need for the Damage Assessment Team to be deployed to Requesting Jurisdiction(s) based on the initial damage information submitted by the Requesting Jurisdiction(s).
2. Support response and recovery efforts by working with the State of Wisconsin and Federal Emergency Management Agency (FEMA) to provide preliminary Damage Assessment information

and statistics through the County's Emergency Operations Center or Emergency Management Office.

3. Designate a representative and backup representative to act as the "County Damage Assessment Coordinator".
4. Provide, at a minimum, one representative other than the "County Damage Assessment Coordinator" to participate in the Countywide Damage Assessment Team.
 - a. Participation in the Countywide Damage Assessment Team entails participating in reoccurring trainings relating to Damage Assessment, participating in county or municipal lead exercises as necessary, and deploying to Requesting Jurisdictions within Waukesha County to perform Damage Assessments.
5. Provide damage assessment software, training, and documents to Participating Jurisdictions necessary to collect Damage Assessment information in accordance with State and Federal guidelines.
6. Collect data from Damage Assessments, share information with Requesting Jurisdictions and submit Damage Assessments to the State of Wisconsin, Department of Military Affairs and the Federal Emergency Management Agency as needed. All information collected from a Damage Assessment will be provided to the Requesting Jurisdiction.

SECTION FOUR

Participating Jurisdiction Obligations

Each Participating Jurisdiction shall:

1. Designate a representative and backup representative from the Participating Jurisdiction to act as the "Municipal Damage Assessment Coordinator".
2. Provide at a minimum one representative, other than the Municipal Damage Assessment Coordinator, to participate in the Countywide Damage Assessment Team.
 - a. Participation in the Countywide Damage Assessment Team entails participating in reoccurring trainings relating to Damage Assessment, participating in county or municipal led exercises as necessary, and deploying to Requesting Jurisdictions within Waukesha County to perform damage assessments.
3. Upon receiving a request for assistance, assess its ability to provide assistance under this Agreement and provide assistance to the extent that it has the capacity and resources to do so

keeping in mind the availability of staffing and the needs of that Participating Jurisdiction. A Participating Jurisdiction will have no responsibility to respond if it determines it is unable to do so and may withdraw its assistance when its own staffing and the needs of that Participating Jurisdiction so require. Participating Jurisdictions commit to offering their available resources to assist Requesting Jurisdictions, subject to resource and staff availability, affected by a localized disaster within the geographic area(s) of the Requesting Jurisdiction within the County.

4. Use their best efforts to ensure Damage Assessment information is collected accurately and in an efficient manner within the confines of the geographical boundaries of the Requesting Jurisdiction(s).
5. Work cooperatively with each other and a Requesting Jurisdiction to collect, validate, and produce preliminary Damage Assessment information as the resources of responding jurisdictions permit.
6. Submit to Waukesha County Emergency Management all relevant Damage Assessment information, including but not limited to, windshield Damage Assessments, initial Damage Assessments, and preliminary Damage Assessments.

SECTION FIVE

Scope of Agreement

Nothing in this Agreement is intended to forfeit any right or responsibility of the County or Participating Jurisdiction under federal, state or local laws. Nor does this Agreement supersede existing mutual aid agreements, except to the extent they might expressly relate to the subject matter hereof. This Agreement is intended to cover only the parties' interactions and cooperation in completing Damage Assessments following an Emergency or Natural Disaster. Participating Jurisdictions hereby authorize and direct their respective personnel and Municipal Damage Assessment Coordinator or his/her designee to the extent reasonable and practicable to take necessary and proper action to render and/or request assistance from the other Participating Jurisdictions in accordance with the policies and procedures established and maintained in accordance with Waukesha County's Emergency Support Function (ESF) #21: Damage Assessment, as per the County's Comprehensive Emergency Management Plan (CEMP)..

SECTION SIX

Control Over Personnel and Equipment

Personnel dispatched to aid a Requesting Jurisdiction pursuant to this Agreement shall remain employees of their respective Participating Jurisdiction. Personnel shall report for direction and assignment at a location determined by the County Damage Assessment Coordinator, Requesting Jurisdiction's Municipal Damage Assessment Coordinator, or their designees. The Participating Jurisdiction shall at all times have the right to make final decisions about its ability to provide resources under this Agreement and once initially dispatched to determine its continuing ability to provide such resources and where necessary to withdraw any and all aid upon the order of its Chief Elected Official or his/her designee; provided, however, that a Participating Jurisdiction withdrawing such aid shall notify the County Damage Assessment Coordinator, Municipal Damage Assessment Coordinator, or his/her designee of the Requesting Jurisdiction of the withdrawal of such aid and the extent of such withdrawal.

Notwithstanding Section Seven and except to the extent subject to an indemnification obligation under Section Nine below, each Participating Jurisdiction shall be solely responsible for the benefits, wages, disability payments, pensions and worker's compensation claims and any other compensation accrued or incurred by each of its own employees while participating in the provision of services under this Agreement and for any damage to the Participating Jurisdiction's vehicles and equipment while participating in the provision of services under this Agreement.

SECTION SEVEN

Compensation

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Jurisdiction. Notwithstanding the foregoing, and in recognition that provision of assistance to a Requesting Jurisdiction requires the County and Participating Jurisdictions to incur costs, nothing in this provision or elsewhere in this Agreement shall preclude the recovery of expenses incurred from third parties, responsible parties or from any state or federal agency under applicable state and federal laws or assistance programs for services rendered or equipment used in the performance of this Agreement.

SECTION EIGHT

Insurance

Participating Jurisdictions shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation,

with minimal limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability per occurrence, and \$2,000,000 in the aggregate. Professional liability coverage shall be required with similar limits. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of this Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. A certificate of insurance and policy endorsement evidencing the required insurance shall be furnished to the County upon execution of this Agreement and upon request at any time during the life of the Agreement.

SECTION NINE

Waiver of Claims/Indemnification

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement (a "Claim") except to the extent such Claim is the result of a malicious act by a party or its personnel or an act done by them with an intentional disregard of the safety, health, life or property of another. Each Requesting Jurisdiction agrees to indemnify, defend and hold all other parties to this Agreement harmless for all claims, demands, liability, losses, including attorney fees and costs, and damages arising or incurred that are made or asserted by a third party that may arise from the party providing services under this Agreement at the request of the Requesting Jurisdiction, except to the extent the result of a malicious act by a that party or its personnel or an act done by them with an intentional disregard for the safety, health, life or property of another.

Notwithstanding the foregoing, nothing contained within this Agreement is intended to be a waiver or estoppel of Waukesha County, Participating Jurisdiction or its respective insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Law, including those set forth within Wisconsin Statutes 893.80, 895.52, and 345.05.

SECTION TEN

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory and the Participating Jurisdiction may refuse if local conditions of the Participating Jurisdiction prohibit response. It is the responsibility of the Participating Jurisdiction to immediately notify the County Damage Assessment Coordinator of the Participating Jurisdiction's inability to respond. Failure to immediately

notify the County Damage Assessment Coordinator of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION ELEVEN

Effective Date, Term, Termination

This Agreement shall become legally binding upon approval by the involved parties in accordance with applicable law and the execution thereof. The duration of this Agreement shall be a one-year period from the date of execution by the County; and shall automatically renew on a year-to-year basis unless terminated in accordance with this Section. Any of the parties may terminate their participation in this Agreement by providing written notice of said intent to terminate participation in the Agreement to all other parties to the Agreement not less than ninety (90) days in advance of the proposed termination date. The Agreement shall remain in full force and effect among the County and remaining Participating Jurisdictions until the County or all Participating Jurisdictions have terminated their participation in the Agreement.

SECTION TWELVE

Miscellaneous Provisions

1. **No Legal Entity, Partnership, Joint Venture.** No new legal entity is created by this Agreement. This Agreement shall not in any way be deemed to create a partnership or joint venture among the parties.
2. **Amendments.** All changes to this Agreement shall be mutually agreed upon among the parties and shall be in writing and designated as written amendments to this Agreement.
3. **Binding Agreement.** This Agreement is binding upon the parties hereto and their respective successors and assigns. This Agreement may not be assigned by a Participating Jurisdiction without prior written consent of the parties hereto.
4. **Severability.** If any clause, provision, or section of this Agreement shall be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision, or section shall not affect any of the remaining provisions of this Agreement.
5. **Notices.** Notices regarding termination of this Agreement or participation therein shall be sent by the party via email and deemed served upon a "Read Receipt" received or in writing and deemed served upon depositing same with the United States postal Services as "Certified Mail, Return Receipt Requested" to the Waukesha County Office of Emergency Management and all Participating Jurisdictions.
6. **Governing Law.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Wisconsin.

7. **Execution in Counterparts.** This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.
8. **Captions.** Captions used in this Agreement are used for convenience only and shall not be used in interpreting or construing this Agreement.
9. **Survival.** Any payment or indemnification obligation incurred under this Agreement shall survive the termination of this Agreement.
10. **Non-Discrimination.** In the performance of the services under this Agreement each party agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.
11. **Compliance With Other Laws.** The parties agree to comply with all applicable Federal, State and local laws, codes and regulation in the performance of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated.

WAUKESHA COUNTY

Dated: _____

By: _____

Gail Goodchild

Director of Emergency Preparedness

[Participating Jurisdiction Signature Pages Follow]

PARTICIPATING JURISDICTION:

Municipality/District

By: _____
Chief Elected Official (Executive, President, Mayor, or Chairperson)

Date: _____

By: _____
Municipal Clerk (if applicable)

Date: _____

PROJECT NO. 41259-3				Bidder #1		Bidder #2		Bidder #3	
2025 Asphalt Paving Program BIDS ACCEPTED UNTIL: Wednesday March 12, 2025 @ 1:00 pm BID OPENING : March 12, 2025 @ 1:10 pm ENGINEERING AND DEVELOPMENT CONFERENCE ROOM BID BOND				Stark Pavement Corp 12845 W. Burleigh Road Brookfield WI 53005		Wolf Paving 1320 Walnut Ridge Dr Ste100 Hartland, WI 53029		Payne & Dolan, Inc. PO Box 781 Waukesha, WI 53187	
				5%		5%		5%	
TOTAL BASE BID				\$1,369,447.72		\$1,443,510.00		\$1,459,540.49	
MANDATORY ALTERNATE BID - ADDITIONAL WORK				\$127,753.48		\$127,269.70		\$131,420.10	
ITEM	DESCRIPTION	UNIT	ESITMATED QUANTITY	Unit Price	Bid Total	Unit Price	Bid Total	Unit Price	Bid Total
A	MAPLE CREST LANE & LONE OAK LN								
1	Mill/Grind 2-inch Depth (Entire Roadway	SY	7,854	\$1.45	\$11,388.30	\$1.30	\$10,210.20	\$2.11	\$16,571.94
2	Pulverize, Grade & Shape Asphalt complete in full	SY	7,854	\$0.70	\$5,497.80	\$1.30	\$10,210.20	\$1.77	\$13,901.58
3	Milled Butt Joint @ Match Point (2-inch Depth)	SY	75	\$23.14	\$1,735.50	\$20.00	\$1,500.00	\$22.45	\$1,683.75
4	Asphalt & Concrete Sawcutting of existing Roadway & Driveway Approaches	LF	900	\$1.75	\$1,575.00	\$1.75	\$1,575.00	\$2.56	\$2,304.00
5	Subgrade Repair	CY	350	\$53.50	\$18,725.00	\$55.00	\$19,250.00	\$72.60	\$25,410.00
6	Grading & Shaping of Roadway	SY	7,854	\$0.70	\$5,497.80	\$2.90	\$22,776.60	\$1.20	\$9,424.80
7	Removal of Asphalt Driveway Approache	SY	410	\$8.00	\$3,280.00	\$5.00	\$2,050.00	\$10.50	\$4,305.00
8	Removal of Concrete Driveway Approache	SY	30	\$8.00	\$240.00	\$12.00	\$360.00	\$15.85	\$475.50
9	Grade / Shape and Pave Driveway Approaches (2 1/4-inch Depth of 3 LT 58-28 S)	SY	440	\$15.00	\$6,600.00	\$12.00	\$5,280.00	\$19.85	\$8,734.00
10	Grade / Shape and Pave Driveway Approaches (1 3/4-inch Depth of 4 LT 58-28 S)	SY	440	\$13.50	\$5,940.00	\$11.00	\$4,840.00	\$15.00	\$6,600.00
11	3-inch Depth of Binder 3 LT 58-28 S	Tons	1,475	\$63.50	\$93,662.50	\$66.50	\$98,087.50	\$56.00	\$82,600.00
12	2-inch Depth of Surface 4 LT 58-28 S	Tons	982	\$66.55	\$65,352.10	\$70.50	\$69,231.00	\$65.45	\$64,271.90
13	Grass Restoration (4-inch Topsoil & Hydroseeding	SY	1,750	\$6.37	\$11,147.50	\$6.37	\$11,147.50	\$6.37	\$11,147.50
14	Grass Restoration - Watering	GAL	8,000	\$0.10	\$800.00	\$0.10	\$800.00	\$0.10	\$800.00
15	Supply, Furnish and Install 1 ½-inch Manhole Adjusting Rings for Paving	EA	1	\$277.00	\$277.00	\$150.00	\$150.00	\$280.00	\$280.00
16	Supply, Furnish and Install 2-inch Manhole Adjusting Rings for Paving	EA	8	\$320.00	\$2,560.00	\$150.00	\$1,200.00	\$300.00	\$2,400.00
17	Trucking off & Disposing excess Pulverized Material	TKLD	7	\$200.00	\$1,400.00	\$140.00	\$980.00	\$138.30	\$968.10
18	Additional 3/4" Crushed Limestone for Base Aggregate Including Shaping	SY	7,854	\$0.50	\$3,927.00	\$0.55	\$4,319.70	\$0.93	\$7,304.22
MAPLE CREST LANE & LONE OAK LN SUB-TOTAL					\$239,605.50		\$263,967.70		\$259,182.29
B	LONGWOOD ST, CHARLES CT, CHERRY LN & BRADLEY CIR								
19	Mill/Grind 2-inch Depth (Entire Roadway	SY	9,337	\$1.23	\$11,484.51	\$1.40	\$13,071.80	\$2.09	\$19,514.33
20	Mill/Grind 4-inch Depth (Entire Roadway	SY	3,515	\$1.97	\$6,924.55	\$2.50	\$8,787.50	\$3.53	\$12,407.95
21	Pulverize, Grade & Shape Asphalt complete in full	SY	9,337	\$1.00	\$9,337.00	\$1.20	\$11,204.40	\$1.75	\$16,339.75
22	Milled Butt Joint @ Match Points (2-inch Depth)	SY	90	\$21.22	\$1,909.80	\$20.87	\$1,878.30	\$23.40	\$2,106.00
23	Asphalt & Concrete Sawcutting of existing Roadway & Driveway Approaches	LF	1,035	\$1.75	\$1,811.25	\$1.75	\$1,811.25	\$2.56	\$2,649.60
24	Subgrade Repair	CY	710	\$47.85	\$33,973.50	\$55.00	\$39,050.00	\$71.90	\$51,049.00
25	Grading & Shaping of Roadway	SY	12,852	\$0.65	\$8,353.80	\$1.30	\$16,707.60	\$1.18	\$15,165.36
26	Removal of Asphalt Driveway Approaches	SY	385	\$8.40	\$3,234.00	\$5.00	\$1,925.00	\$10.50	\$4,042.50
27	Removal of Concrete Driveway Approache	SY	45	\$8.40	\$378.00	\$12.00	\$540.00	\$13.75	\$618.75
28	Grade / Shape and Pave Driveway Approaches (2 1/4- inch Depth of 3 LT 58-28 S)	SY	430	\$15.00	\$6,450.00	\$12.00	\$5,160.00	\$20.00	\$8,600.00
29	Grade / Shape and Pave Driveway Approaches (1 3/4- inch Depth of 4 LT 58-28 S)	SY	430	\$13.50	\$5,805.00	\$11.00	\$4,730.00	\$15.35	\$6,600.50
30	2-1/4 inch Depth of Binder 3 LT 58-28 S	Tons	632	\$63.50	\$40,132.00	\$66.50	\$42,028.00	\$58.50	\$36,972.00

31	1-3/4-inch Depth of Surface 4 LT 58-28 S	Tons	422	\$66.35	\$27,999.70	\$70.50	\$29,751.00	\$67.15	\$28,337.30
32	3-inch Depth of Binder 3 LT 58-28 S	Tons	1,695	\$63.50	\$107,632.50	\$66.50	\$112,717.50	\$55.75	\$94,496.25
33	2-inch Depth of Surface 4 LT 58-28 S	Tons	1,130	\$66.35	\$74,975.50	\$70.50	\$79,665.00	\$64.30	\$72,659.00
34	Grass Restoration (4-inch Topsoil & Hydroseeding)	SY	2,825	\$6.37	\$17,995.25	\$6.37	\$17,995.25	\$6.37	\$17,995.25
35	Grass Restoration- Watering	GAL	10,000	\$0.10	\$1,000.00	\$0.10	\$1,000.00	\$0.10	\$1,000.00
36	Supply, Furnish and Install 1 1/2 - inch Manhole Adjusting Rings for Paving	EA	11	\$257.00	\$2,827.00	\$150.00	\$1,650.00	\$280.00	\$3,080.00
37	Supply, Furnish and Install 2- inch Manhole Adjusting Rings for Paving	EA	15	\$319.00	\$4,785.00	\$150.00	\$2,250.00	\$300.00	\$4,500.00
38	Trucking off & Disposing excess Pulverized Material	TKLD	10	\$200.00	\$2,000.00	\$140.00	\$1,400.00	\$145.00	\$1,450.00
39	Additional 3/4" Crushed Limestone for Base Aggregate Including Shaping	SY	12,852	\$0.56	\$7,197.12	\$0.55	\$7,068.60	\$0.91	\$11,695.32
LONGWOOD ST, CHARLES CT, CHERRY LN & BRADLEY CIR SUB-TOTAL					\$376,205.48		\$400,391.20		\$411,278.86
C	TAMARACK TRAIL- FOX MEADOWS SUB TO CLAREMORE CII								
40	Mill/Grind 2-inch Depth (Entire Roadway)	SY	783	\$3.47	\$2,717.01	\$2.00	\$1,566.00	\$3.16	\$2,474.28
41	Mill/Grind 4-inch Depth (Entire Roadway)	SY	2,631	\$2.73	\$7,182.63	\$2.50	\$6,577.50	\$3.40	\$8,945.40
42	Pulverize, Grade & Shape Asphalt complete in full	SY	783	\$3.00	\$2,349.00	\$1.80	\$1,409.40	\$3.38	\$2,646.54
43	Milled Butt Joint @ Match Points (2-inch Depth)	SY	90	\$22.17	\$1,995.30	\$20.87	\$1,878.30	\$14.00	\$1,260.00
44	Asphalt & Concrete Sawcutting of existing Roadway & Driveway Approaches	LF	100	\$1.75	\$175.00	\$1.75	\$175.00	\$2.56	\$256.00
45	Subgrade Repair	CY	150	\$51.63	\$7,744.50	\$55.00	\$8,250.00	\$77.00	\$11,550.00
46	Grading & Shaping of Roadway	SY	3,414	\$1.19	\$4,062.66	\$1.60	\$5,462.40	\$1.27	\$4,335.78
47	2-1/4 inch Depth of Binder 3 LT 58-28 S	Tons	370	\$62.99	\$23,306.30	\$66.50	\$24,605.00	\$59.70	\$22,089.00
48	1-3/4-inch Depth of Surface 4 LT 58-28 S	Tons	288	\$64.30	\$18,518.40	\$70.50	\$20,304.00	\$68.50	\$19,728.00
49	3-inch Depth of Binder 3 LT 58-28 S	Tons	146	\$62.99	\$9,196.54	\$66.50	\$9,709.00	\$61.40	\$8,964.40
50	2- inch Depth of Surface 4 LT 58-28 S	Tons	98	\$64.30	\$6,301.40	\$70.50	\$6,909.00	\$75.00	\$7,350.00
51	Grass Restoration (4-inch Topsoil & Hydroseeding)	SY	180	\$6.37	\$1,146.60	\$6.37	\$1,146.60	\$6.37	\$1,146.60
52	Grass Restoration - Watering	GAL	3,000	\$0.10	\$300.00	\$0.10	\$300.00	\$0.10	\$300.00
53	Supply, Furnish and Install 1 1/2 - inch Manhole Adjusting Rings for Paving	EA	1	\$252.00	\$252.00	\$150.00	\$150.00	\$280.00	\$280.00
54	Supply, Furnish and Install 2 -inch Manhole Adjusting Rings for Paving	EA	1	\$325.00	\$325.00	\$150.00	\$150.00	\$300.00	\$300.00
55	Trucking off & Disposing excess Pulverized Material	TKLD	1	\$200.00	\$200.00	\$140.00	\$140.00	\$184.00	\$184.00
56	Additional 3/4" Crushed Limestone for Base Aggregate Including Shaping	SY	3,414	\$0.60	\$2,048.40	\$0.55	\$1,877.70	\$1.01	\$3,448.14
TAMARACK TRAIL- FOX MEADOWS SUB TO CLAREMORE CIR SUB-TOTAL					\$87,820.74		\$90,609.90		\$95,258.14
D	CHERRY HILL DRIVE - CLAREMORE CIR TO SKYLINE DR								
57	Mill/Grind 2-inch Depth (Entire Roadway)	SY	2,670	\$2.15	\$5,740.50	\$2.00	\$5,340.00	\$2.36	\$6,301.20
58	Pulverize, Grade & Shape Asphalt complete in full	SY	2,670	\$2.50	\$6,675.00	\$1.70	\$4,539.00	\$1.92	\$5,126.40
59	Asphalt & Concrete Sawcutting of existing Roadway & Driveway Approaches	LF	130	\$1.75	\$227.50	\$1.75	\$227.50	\$2.56	\$332.80
60	Subgrade Repair	CY	200	\$51.63	\$10,326.00	\$55.00	\$11,000.00	\$75.75	\$15,150.00
61	Grading & Shaping of Roadway	SY	2,670	\$0.70	\$1,869.00	\$1.60	\$4,272.00	\$1.26	\$3,364.20
62	Removal of Asphalt Driveway Approaches	SY	240	\$8.50	\$2,040.00	\$5.00	\$1,200.00	\$9.00	\$2,160.00
63	Removal of Concrete Driveway Approaches	SY	80	\$8.50	\$680.00	\$12.00	\$960.00	\$13.65	\$1,092.00
64	Grade / Shape and Pave Driveway Approaches (2 1/4-inch Depth of 3 LT 58-28 S)	SY	320	\$15.00	\$4,800.00	\$12.00	\$3,840.00	\$17.55	\$5,616.00
65	Grade / Shape and Pave Driveway Approaches (1 3/4-inch Depth of 4 LT 58-28 S)	SY	320	\$13.50	\$4,320.00	\$11.00	\$3,520.00	\$13.15	\$4,208.00
66	3-inch Depth of Binder 3 LT 58-28 S	Tons	500	\$62.99	\$31,495.00	\$66.50	\$33,250.00	\$58.00	\$29,000.00
67	2-inch Depth of Surface 4 LT 58-28 S	Tons	334	\$64.30	\$21,476.20	\$70.50	\$23,547.00	\$67.30	\$22,478.20
68	Grass Restoration (4-inch Topsoil & Hydroseeding)	SY	760	\$6.37	\$4,841.20	\$6.37	\$4,841.20	\$6.37	\$4,841.20
69	Grass Restoration - Watering	GAL	5,000	\$0.10	\$500.00	\$0.10	\$500.00	\$0.10	\$500.00

70	Supply, Furnish and Install 1 ½-inch Manhole Adjusting Rings for Paving	EA	3	\$252.00	\$756.00	\$150.00	\$450.00	\$280.00	\$840.00
71	Supply, Furnish and Install 2-inch Manhole Adjusting Rings for Paving	EA	4	\$325.00	\$1,300.00	\$150.00	\$600.00	\$300.00	\$1,200.00
72	Trucking off & Disposing excess Pulverized Material	TKLD	3	\$200.00	\$600.00	\$140.00	\$420.00	\$192.20	\$576.60
73	Additional 3/4" Crushed Limestone for Base Aggregate Including Shaping	SY	2,670	\$0.60	\$1,602.00	\$0.55	\$1,468.50	\$0.98	\$2,616.60
CHERRY HILL DRIVE - CLARMORE CIR TO SKYLINE DR SUB-TOTAL					\$99,248.40		\$99,975.20		\$105,403.20
E	LANNON ROAD - LISBON ROAD TO 690 FT SOUTH								
74	Mill/Grind 2-inch Depth (Entire Roadway)	SY	1,527	\$2.11	\$3,221.97	\$2.50	\$3,817.50	\$2.60	\$3,970.20
75	Pulverize, Grade & Shape Asphalt complete in full	SY	1,527	\$2.80	\$4,275.60	\$1.80	\$2,748.60	\$2.30	\$3,512.10
76	Milled Butt Joint @ Match Points (2-inch Depth)	SY	45	\$38.60	\$1,737.00	\$31.86	\$1,433.70	\$18.70	\$841.50
77	Asphalt & Concrete Sawcutting of existing Roadway & Driveway Approaches	LF	55	\$1.75	\$96.25	\$1.75	\$96.25	\$2.56	\$140.80
78	Subgrade Repair	CY	100	\$59.20	\$5,920.00	\$55.00	\$5,500.00	\$74.90	\$7,490.00
79	Grading & Shaping of Roadway	SY	1,527	\$0.65	\$992.55	\$1.80	\$2,748.60	\$1.42	\$2,168.34
80	Removal of Asphalt Driveway Approaches	SY	90	\$8.50	\$765.00	\$5.00	\$450.00	\$4.60	\$414.00
81	Grade / Shape and Pave Driveway Approaches (2 1/4-inch Depth of 3LT 58-28 S)	SY	90	\$15.00	\$1,350.00	\$12.00	\$1,080.00	\$17.00	\$1,530.00
82	Grade / Shape and Pave Driveway Approaches (1 3/4-inch Depth of 4 LT 58-28 S)	SY	90	\$13.50	\$1,215.00	\$11.00	\$990.00	\$10.85	\$976.50
83	3-inch Depth of Surface 3 LT 58-28 S	Tons	287	\$65.80	\$18,884.60	\$66.50	\$19,085.50	\$60.50	\$17,363.50
84	2-inch Depth of Surface 4 LT 58-28 S	Tons	191	\$68.86	\$13,152.26	\$70.50	\$13,465.50	\$71.80	\$13,713.80
85	Grass Restoration - (4- inch Topsoil & Hyrdoseeding	SY	460	\$6.37	\$2,930.20	\$6.37	\$2,930.20	\$6.37	\$2,930.20
86	Grass Restoration - Watering	GAL	3,000	\$0.10	\$300.00	\$0.10	\$300.00	\$0.10	\$300.00
87	Trucking off & Disposing excess Pulverized Material	TKLD	2	\$200.00	\$400.00	\$140.00	\$280.00	\$170.85	\$341.70
88	Additional 3/4" Crushed Limestone for Base Aggregate Including Shaping	SY	1,527	\$0.50	\$763.50	\$0.55	\$839.85	\$1.02	\$1,557.54
LANNON ROAD - LISBON ROAD TO 690 FT SOUTH SUB-TOTAL					\$56,003.93		\$55,765.70		\$57,250.18
F	WEYER ROAD - LISBON TO TOWN OF BROOKFIELD SECTION (Village of Menomonee Falls Portion)								
89	Pulverize, Grade & Shape Asphalt complete in full (No Pre- Milling)	SY	6,470	\$1.00	\$6,470.00	\$1.30	\$8,411.00	\$1.77	\$11,451.90
90	Milled Butt Joint @ Match Points (2-inch Depth)	SY	30	\$45.00	\$1,350.00	\$42.85	\$1,285.50	\$36.00	\$1,080.00
91	Asphalt & Concrete Sawcutting of existing Roadway & Driveway Approaches	LF	120	\$1.75	\$210.00	\$1.75	\$210.00	\$2.56	\$307.20
92	Subgrade Repair	CY	300	\$63.00	\$18,900.00	\$55.00	\$16,500.00	\$77.00	\$23,100.00
93	Grading & Shaping of Roadway	SY	6,470	\$0.60	\$3,882.00	\$1.40	\$9,058.00	\$1.16	\$7,505.20
94	Removal of Asphalt Driveway Approaches	SY	320	\$8.50	\$2,720.00	\$5.00	\$1,600.00	\$4.22	\$1,350.40
95	Removal of Concrete Driveway Approaches	SY	30	\$8.50	\$255.00	\$12.00	\$360.00	\$13.75	\$412.50
96	Grade / Shape and Pave Driveway Approaches (2 1/4-inch Depth of 3 LT 58-28 S)	SY	350	\$15.00	\$5,250.00	\$12.00	\$4,200.00	\$16.70	\$5,845.00
97	Grade / Shape and Pave Driveway Approaches (1 3/4-inch Depth of 4 LT 58-28 S)	SY	350	\$13.50	\$4,725.00	\$11.00	\$3,850.00	\$10.25	\$3,587.50
98	3-inch Depth of Binder 3 LT 58-28 S	Tons	1,213	\$62.00	\$75,206.00	\$66.50	\$80,664.50	\$56.00	\$67,928.00
99	2-inch Depth of Surface 4 LT 58-28 S	Tons	809	\$63.20	\$51,128.80	\$70.50	\$57,034.50	\$65.00	\$52,585.00
100	Grass Restoration (4-inch Topsoil & Hydroseeding	SY	1,870	\$6.37	\$11,911.90	\$6.37	\$11,911.90	\$6.37	\$11,911.90
101	Grass Restoration - Watering	GAL	10,000	\$0.10	\$1,000.00	\$0.10	\$1,000.00	\$0.10	\$1,000.00
102	Trucking off & Disposing excess Pulverized Material	TKLD	10	\$200.00	\$2,000.00	\$140.00	\$1,400.00	\$125.90	\$1,259.00
103	Additional 3/4" Crushed Limestone for Base Aggregate including Shaping	SY	6,470	\$0.55	\$3,558.50	\$0.55	\$3,558.50	\$0.95	\$6,146.50
WEYER ROAD - LISBON TO TOWN OF BROOKFIELD SECTION					\$188,567.20		\$201,043.90		\$195,470.10
G	WEYER ROAD - TOWN OF BROOKFIELD SECTION TO TOWN LINE RD (Town of Brookfield Portion)								

104	Pulverize, Grade & Shape Asphalt complete in full (No Pre- Milling)	SY	3,731	\$1.00	\$3,731.00	\$1.50	\$5,596.50	\$1.85	\$6,902.35
105	Asphalt & Concrete Sawcutting of existing Roadway & Driveway Approaches	LF	60	\$1.75	\$105.00	\$1.75	\$105.00	\$2.56	\$153.60
106	Subgrade Repair	CY	170	\$63.00	\$10,710.00	\$55.00	\$9,350.00	\$75.50	\$12,835.00
107	Grading & Shaping of Roadway	SY	3,731	\$0.60	\$2,238.60	\$1.50	\$5,596.50	\$1.25	\$4,663.75
108	Removal of Asphalt Driveway Approaches	SY	76	\$8.50	\$646.00	\$5.00	\$380.00	\$5.45	\$414.20
109	Grade / Shape and Pave Driveway Approaches (2 1/4-inch Depth of 3 LT 58-28 S)	SY	76	\$15.00	\$1,140.00	\$12.00	\$912.00	\$18.65	\$1,417.40
110	Grade / Shape and Pave Driveway Approaches (1 3/4-inch Depth of 4 LT 58-28 S)	SY	76	\$13.50	\$1,026.00	\$11.00	\$836.00	\$14.15	\$1,075.40
111	3-inch Depth of Binder 3 LT 58-28 S	Tons	700	\$62.00	\$43,400.00	\$66.50	\$46,550.00	\$56.80	\$39,760.00
112	2-inch Depth of Surface 4 LT 58-28 S	Tons	467	\$63.20	\$29,514.40	\$70.50	\$32,923.50	\$67.65	\$31,592.55
113	Remove & Replace Existing 6-inch thick Residential Concrete Driveway Apron	SF	608	\$13.15	\$7,995.20	\$14.50	\$8,816.00	\$17.25	\$10,488.00
114	Grass Restoration (4-inch Topsoil & Hydroseeding)	SY	950	\$6.37	\$6,051.50	\$6.37	\$6,051.50	\$6.37	\$6,051.50
115	Grass Restoration - Watering	GAL	5,000	\$0.10	\$500.00	\$0.10	\$500.00	\$0.10	\$500.00
116	Trucking off & Disposing excess Pulverized Material	TKLD	7	\$200.00	\$1,400.00	\$140.00	\$980.00	\$138.50	\$969.50
117	Additional 3/4" Crushed Limestone for Base Aggregate Including Shaping	SY	3,731	\$0.61	\$2,275.91	\$0.55	\$2,052.05	\$0.96	\$3,581.76
118	18- Inch Stop Bar	LF	15	\$83.00	\$1,245.00	\$83.00	\$1,245.00	\$149.00	\$2,235.00
WEYER ROAD - TOWN OF BROOKFIELD SECTION TO TOWN LINE RD					\$111,978.61		\$121,894.05		\$122,640.01
H	ABERDEEN DR (THORNHILL TO ST ANDREW), ST ANDREWS CT & THORNHILL CT								
119	Mill/Grind 2-inch Depth (Entire Roadway)	SY	6,033	\$2.35	\$14,177.55	\$2.10	\$12,669.30	\$2.62	\$15,806.46
120	Milled Butt Joint @ Match Points (2-inch Depth)	SY	40	\$12.50	\$500.00	\$9.88	\$395.20	\$31.60	\$1,264.00
121	Asphalt Sawcutting of existing Asphalt Pavement at Match Points	LF	80	\$1.75	\$140.00	\$1.75	\$140.00	\$2.56	\$204.80
122	2- inch Depth of Surface 4 LT 58-28 S	Tons	755	\$64.90	\$48,999.50	\$67.50	\$50,962.50	\$64.50	\$48,697.50
ABERDEEN DR (THORNHILL TO ST ANDREW), ST ANDREWS CT & THORNHILL CT SUB-TOTAL					\$63,817.05		\$64,167.00		\$65,972.76
I	ST FRANCIS DR (ST REGIS TO ROOSEVELT), ST STEVENS DR & ST STEVENS CT								
123	Mill/Grind 2-inch Depth (Entire Roadway)	SY	9,126	\$2.38	\$21,719.88	\$2.00	\$18,252.00	\$2.40	\$21,902.40
124	Milled Butt Joint @ Match Points (2-inch Depth)	SY	70	\$12.50	\$875.00	\$9.88	\$691.60	\$12.00	\$840.00
125	Asphalt Sawcutting of existing Asphalt Pavement at Match Points	LF	175	\$1.75	\$306.25	\$1.75	\$306.25	\$2.56	\$448.00
126	2-inch Depth of Surface 4 LT 58-28 S	LF	1,141	\$64.48	\$73,571.68	\$67.50	\$77,017.50	\$63.55	\$72,510.55
127	18-inch Stop Bar	LF	16	\$83.00	\$1,328.00	\$83.00	\$1,328.00	\$149.00	\$2,384.00
ST FRANCIS DR (ST REGIS TO ROOSEVELT), ST STEVENS DR & ST STEVENS CT SUB-TOTAL					\$97,800.81		\$97,595.35		\$98,084.95
J	MISC ITEMS								
128	Supply, Remove and Replace Ex Valve Box Assembly, Valve Box Top Section or just Straighten	VF	6	\$450.00	\$2,700.00	\$400.00	\$2,400.00	\$550.00	\$3,300.00
129	Sanitary Manhole Adjustment	EA	18	\$1,425.00	\$25,650.00	\$1,425.00	\$25,650.00	\$1,425.00	\$25,650.00
130	Sanitary Manhole Frame & Lid – Replacement (R-1661 W/1600-5000 Lid)	EA	2	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00
131	Install Internal / External Frame – Chimney Seal by: Adapter Inc. (414) 764-6733	EA	18	\$825.00	\$14,850.00	\$825.00	\$14,850.00	\$825.00	\$14,850.00
132	Remove & Reset (INKIND) existing Mailboxes closer to the New Pavement Edge	EA	20	\$110.00	\$2,200.00	\$110.00	\$2,200.00	\$110.00	\$2,200.00
MISC ITEMS SUB-TOTAL					\$48,400.00		\$48,100.00		\$49,000.00
TOTAL BASE BID					\$1,369,447.72		\$1,443,510.00		\$1,459,540.49

MANDATORY ALTERNATE BID - ADDITIONAL WORK

K	SKYLINE DRIVE- EDMONT DR TO CHERRY HILL DR								
133	Mill/Grind 2-inch Depth (Entire Roadway)	SY	3,740	\$2.00	\$7,480.00	\$1.50	\$5,610.00	\$2.41	\$9,013.40
134	Pulverize, Grade & Shape Asphalt complete in full	SY	3,740	\$2.50	\$9,350.00	\$1.30	\$4,862.00	\$1.83	\$6,844.20
135	Asphalt & Concrete Sawcutting of existing Roadway & Driveway Approaches	LF	300	\$1.75	\$525.00	\$1.75	\$525.00	\$2.56	\$768.00
136	Subgrade Repair	CY	200	\$51.63	\$10,326.00	\$55.00	\$11,000.00	\$75.75	\$15,150.00
137	Grading & Shaping of Roadway	SY	3,740	\$0.70	\$2,618.00	\$1.80	\$6,732.00	\$1.17	\$4,375.80
138	Removal of Asphalt Driveway Approaches	SY	280	\$8.50	\$2,380.00	\$5.00	\$1,400.00	\$6.35	\$1,778.00
139	Removal of Concrete Driveway Approaches	SY	30	\$8.50	\$255.00	\$12.00	\$360.00	\$15.85	\$475.50
140	Grade / Shape and Pave Driveway Approaches (2 1/4-inch Depth of 3 LT 58-28 S)	SY	310	\$15.00	\$4,650.00	\$12.00	\$3,720.00	\$19.50	\$6,045.00
141	Grade / Shape and Pave Driveway Approaches (1 3/4-inch Depth of 3 LT 58-28 S)	SY	310	\$13.50	\$4,185.00	\$11.00	\$3,410.00	\$13.65	\$4,231.50
142	3- inch Depth of Binder 3 LT 58-28 S	Tons	702	\$62.99	\$44,218.98	\$66.50	\$46,683.00	\$56.25	\$39,487.50
143	2-inch Depth of Surface 4 LT 58-28 S	Tons	468	\$64.30	\$30,092.40	\$70.50	\$32,994.00	\$65.25	\$30,537.00
144	Grass Restoration (4-inch Topsoil & Hydroseeding)	SY	910	\$6.37	\$5,796.70	\$6.37	\$5,796.70	\$6.37	\$5,796.70
145	Grass Restoration- Watering	GAL	5,000	\$0.10	\$500.00	\$0.10	\$500.00	\$0.10	\$500.00
146	Supply, Furnish and Install 1 1/2- inch Manhole Adjusting Rings for Paving	EA	4	\$252.00	\$1,008.00	\$150.00	\$600.00	\$280.00	\$1,120.00
147	Supply, Furnish and Install 2- inch Manhole Adjusting Rings for Paving	EA	4	\$325.00	\$1,300.00	\$150.00	\$600.00	\$300.00	\$1,200.00
148	Trucking off & Disposing excess Pulverized Material	TKLD	3	\$200.00	\$600.00	\$140.00	\$420.00	\$181.50	\$544.50
149	Additioanl 3/4" Crushed Limestone for Base Aggregate including Shaping	SY	3,740	\$0.66	\$2,468.40	\$0.55	\$2,057.00	\$0.95	\$3,553.00
SKYLINE DRIVE- EDMONT DR TO CHERRY HILL DR SUB-TOTAL					\$127,753.48		\$127,269.70		\$131,420.10
TOTAL ALTERNATE BASE BID					\$127,753.48		\$127,269.70		\$131,420.10

Professional Services Agreement for Town of Brookfield Planning Services

July 1, 2025 – December 31, 2026

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”), made and entered into as of July 1, 2025, is between the Town of Brookfield (the “Municipality”) and Planning & Zoning LLC, a Wisconsin limited liability company (“Consultant”) (each a “Party” and collectively the “Parties”). This Agreement authorizes and describes the scope, services, payment, and general conditions for Consultant to provide Planning Services (as defined below) to the Municipality for the 2025-2026 calendar year and thereafter as provided in this Agreement.

I. Planning Services

Consultant will perform routine planning tasks for the Municipality, including the following (collectively, the “Planning Services”):

- a. Interpret, administer, and make minor edits to (if necessary) the Zoning Ordinance, Subdivision Ordinance, Comprehensive Plan, and any other related ordinances, plans, and documents of the Municipality.
- b. Assist and advise the Municipality’s staff, residents, and their agents regarding Section I. a. and explain the permitting process.
- c. Assist in the enforcement of zoning/planning related violations, including site inspections, writing notice of violation letters, and assisting with enforcement citations and litigation.
- d. Facilitate pre-application meetings with members of the public and processing planning/zoning applications to the Plan Commission, Architectural Review Committee and Town Board.
- e. Provide staff reviews and recommendations for Plan Commission, Architectural Review Committee, and Town Board consideration on planning/zoning applications.
- f. Prepare agendas, staff reports, PowerPoint presentations, and packets for Plan Commission, Architectural Review Committee and Town Board consideration on planning/zoning applications.
- g. Prepare public hearing notices on planning/zoning applications.
- h. Attend monthly Plan Commission, Architectural Review Committee and Town Board meetings.
- i. Attend and facilitate Planning Staff meetings as needed.
- j. Attend and facilitate meetings with Waukesha County as needed.
- k. Prepare final approval/denial documents after Plan Commission, Architectural Review Committee and Town Board consideration.
- l. Conduct office hours to coordinate with the Municipality’s staff, research files, respond to emails and calls, and maintain planning files. Office hours will not exceed 12 hours per week without advance approval from the Municipality’s Administrator, a majority of these office hours occurring with Consultant being physically present at Town Hall on Tuesdays and Thursdays, with additional hours occurring remotely on Mondays and Wednesdays. Special circumstances may arise during Town Hall office hours in which the Consultant must perform office hours remotely, if agreed upon by the Municipality’s Administrator. Office hours may or may not include time reimbursable by applicants, but the parties anticipate that a portion of the time will be reimbursable to applicants to reduce office hour billings to the Municipality.
- m. Project-based services agreed to between the Municipality and Consultant as part of a separately written agreement and fee. These services may include comprehensive plan amendments, zoning code amendments, and the preparation and facilitation of other related plans and documents that cannot reasonably be completed during regular office hours.

“Planning Services” do not include engineering, surveying, legal advice, administration, or other services not specifically stated above, unless mutually agreed to by the Municipality’s Administrator and Consultant in writing. Consultant is not a municipal advisor and therefore the Municipality shall provide its own legal, financial, and insurance counseling, and other special services.

II. Items to be furnished by the Municipality.

The Municipality shall provide Consultant with submittal information, historical records, equipment as specified herein, and such other data, information, or material reasonably requested by Consultant (“Municipal Materials”) to perform the Planning Services. Consultant shall not be liable for damages which arise out of the reasonable reliance on the information contained within the Municipal Materials.

III. Scheduling

The parties acknowledge that Consultant may be retained by other municipalities or private clients (collectively, the “Other Matters”). Consultant shall take all necessary action to avoid any conflict of interest or scheduling conflict between the Municipality and the Other Matters.

IV. Payment

Consultant will provide separate invoices to the Municipality for the service types set forth below:

- a. *Office Hours*: Office hours will be billed monthly and will not exceed 12 hours a week unless mutually agreed upon by the Municipality’s Administrator and Consultant in writing. Consultant’s billing rate will be \$130 per hour. Travel expenses will be charged to the Municipality for property site inspections or travel outside of regular office hours, in accordance with Section V.
- b. *Applicant Reimbursement*: Applicants will sign the Municipality’s Professional Services Reimbursement Form (the “Reimbursement Form”) after one phone call or in-person meeting with Consultant. Once the Reimbursement Form is signed, all time related to the application will be invoiced separately so that the Municipality can charge the applicant for time spent on reviewing the application. The Municipality will be billed monthly for applicant reimbursements. Consultant’s billing rate will be \$130 per hour. Materials, equipment, and travel expenses will be considered add-on expenses, if necessary. These hours are in addition to the office hours described in Section IV.a. above.
- c. *Project-Based Services*: Any time related to a project-based service will be billed as agreed to as part of a separate contract. Consultant’s billing rate will be \$130 per hour. Materials, equipment, and travel expenses will be considered add-on expenses.
- d. *Vacation/Sick*: During each calendar year, Consultant reserves the right to use up to 60 hours of no-pay time off in place of office hours. Additional sick time may be required, and this time will not be billed to the Municipality.

Invoices: All undisputed portions of invoices will be paid by the Town within 30 calendar days of receiving the invoice, or within one week of approval by Town Board, whichever is earlier. An extension to these dates may only be granted if the Town Board cancels their monthly meeting. In such case, the invoice shall be paid within one week of the next scheduled Town Board meeting. The Town shall notify Consultant in writing of any disputed items within 15 calendar days from receipt of invoice. If the Town does not provide such notice, the invoice shall be deemed approved. Any late payment shall be subject to a late fee in the amount of \$100.00 and all unpaid amounts shall bear interest at the lesser of: (i)

twenty percent (20%) per annum; or (ii) the maximum rate of interest allowable under applicable law, which interest, in either case, shall be deemed to accrue effective as of the date such payment was originally due. Consultant shall be entitled to collect from the Town any additional taxes, fees, or costs of collection, including reasonable attorneys' fees, incurred as a result of not being paid in accordance with this Agreement. Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

In the event the Municipality is delinquent in the payment of an invoice, Consultant shall have the right to withhold Planning Services and will not be liable for any third-party claims of delay against the Municipality resulting from such withholding of the Planning Services.

V. Mileage Reimbursement

The Municipality agrees to provide Consultant reimbursement for mileage for any requested site inspections at the maximum allowable rate as established by the Internal Revenue Service. Mileage to and from Town Hall will not be reimbursable unless an applicant with reimbursable expenses requests travel outside of regular office hours or the expenses are related to night meetings.

VI. Equipment

Any materials/equipment that the Town requests be provided by Consultant will be billed to the Town at the cost of the materials/equipment. Examples include presentation boards, paper copies, and mapping materials. Computer usage will not be charged to the Town.

VII. Insurance

Consultant shall carry a minimum of \$2,000,000 general liability insurance, and worker's compensation insurance, if required by applicable law. The general liability Insurance policy shall name the Municipality as an additional insured and such policy shall not be subject to amendment, modification or cancellation except upon at least thirty (30) days prior written notice to the Municipality, at which time Consultant shall provide the Municipality a certificate evidencing a new insurance policy has been issued in accordance with this Section. At any time upon written request from the Municipality, Consultant shall deliver a certificate evidencing that insurance in accordance with this Section is in full force and effect.

VIII. Limitation of Liability

Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Municipality or Consultant. The Planning Services under this Agreement are being performed solely for the Municipality's benefit, and no other party or entity shall have any claim against Consultant because of this Agreement or the performance or non-performance of the Planning Services. The Planning Services provided herein are advisory only, and the Municipality is ultimately responsible for the decisions made by and on behalf of the Municipality. The Municipality hereby agrees that to the fully extent permitted by law, consultant's total liability to the Municipality for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to this Agreement or the Planning Services performed hereto from any cause or causes, including but not limited to Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed one million dollars (\$1,000,000.00) per occurrence.

IX. Representations and Warranties

- a. *Consultant's Representations and Warranties:* Consultant represents and warrants: (i) it has the legal right and authority to enter into this Agreement; (ii) Consultant's performance and the rights granted to the Municipality hereunder shall not conflict with or violate any commitment or agreement Consultant has to any other person or entity; (iii) Consultant's performance of its obligations under this Agreement are in compliance with all applicable laws; and (iv) Consultant's performance of the Planning Services are in a professional and workmanlike manner and in conformance with standards and specifications applicable in the industry. Consultant's warranty as set forth above shall expire twelve (12) months after the termination of this Agreement, and shall not apply if Consultant does not receive full payment from the Municipality. There are no other representations or warranties, whether written, oral, express or implied, including without limitation implied warranties of merchantability or fitness for a particular purpose, whether arising by law, custom, conduct, or usage of trade, and Consultant is not liable to the Municipality for incidental or consequential damages relating to Consultant's representations or warranties under this Section.
- b. *Municipality's Representations and Warranties:* In addition to any other representations and warranties made by the Municipality hereunder, the Municipality represents and warrants: (i) it has the legal right and authority to enter into this agreement; (ii) the Municipality's performance and the rights granted to Consultant hereunder shall not conflict with or violate any commitment or agreement the Municipality has to any other person or entity; and (iii) the Municipality's performance of its obligations under this Agreement are in compliance with all applicable laws.

X. Indemnification

- a. *Indemnification by Consultant:* Consultant shall defend, indemnify and hold harmless the Municipality from all losses, claims, demands, orders, damages, penalties, fines, costs, fees (including reasonable attorneys' fees) settlement payments, liabilities, expenses (collectively, "Losses") relating to or arising from: (i) any breach or inaccuracy of any representation or warranty made by Consultant in this Agreement; (ii) any breach by Consultant of any material term of this Agreement; and (iv) the negligent, reckless and/or willful misconduct of Consultant. The Municipality shall give Consultant notice of any such Losses and Consultant shall have the right to participate in the defense of any such Losses at Consultant's expense.
- b. *Indemnification by Municipality:* The Municipality shall defend, indemnify and hold harmless Consultant, its shareholders, directors, officers, and authorized representatives from all Losses relating to or arising from: (i) applicant services provided in this Agreement or services provided to the Municipality relating to Zoning Code violations; (ii) any breach or inaccuracy of any representation or warranty made by the Municipality in this Agreement; (iii) any breach by the Municipality of any material term of this Agreement; and (iv) the negligent, reckless and/or willful misconduct of the Municipality, its employees or officers. Consultant shall give the Municipality

notice of any such Losses and the Municipality shall have the right to participate in the defense of any such Losses at the Municipality's expense.

XI. Contract Extension

It is anticipated that the length of Planning Services provided by Consultant will extend beyond the timeframe of this Agreement. This Agreement may be amended to accommodate future services, provided any modifications to Consultant's hourly rates are mutually agreed to by the Municipality's Administrator and Consultant, in writing.

XII. Dispute Resolution and Enforcement

Any dispute arising out of or relating to this Agreement or the Planning Services provided shall be submitted to mediation as a precondition to litigation unless the Parties mutually agree in writing otherwise. Mediation shall occur within 60 days of a written demand for mediation unless the Parties mutually agree otherwise. In the event mediation is unsuccessful, each Party shall be entitled to pursue any and all remedies available at law or in equity, including but not limited to specific performance, injunctive relief, and monetary damages, unless otherwise limited by this Agreement. Each Party shall have the right to seek any such remedies without waiving any other rights or remedies available to it under this Agreement, at law or in equity. If a suit is brought to enforce this Agreement, the prevailing Party shall be entitled to recover its costs, including reasonable attorneys' fees, from the non-prevailing Party.

XIII. Independent Contractor

The method, manner, and means by which the Planning Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant. Consultant shall perform the Planning Services in a professional and workmanlike manner in conformance with standards and specifications applicable in the industry. Consultant is and shall remain at all times an independent contractor and nothing in this Agreement shall be deemed to create a joint venture, partnership, or agency relationship with the Municipality. Nothing in this Agreement shall prevent Consultant from entering into similar agreements with other individuals, businesses, municipalities, and/or any other entities. Neither Party has the right or authority to assume or to create any obligation or responsibility on behalf of the other. Neither Party shall represent itself as the agent or legal representative of the other. The payments of compensation shall not be subject to withholding for federal, state or local taxes, including withholding for FICA contributions. Consultant shall be solely responsible for any and all self-employment taxes, federal, state and local taxes, FICA payments and other required deductions, payments or contributions. Consultant shall provide the Municipality with an IRS Form W-9 upon request from Client.

XIV. Termination

This Agreement shall terminate upon the occurrence of any of the following: (a) if the other Party materially breaches this Agreement and such breach is not cured within five (5) days of receipt of written notice of such breach; (b) in the event of the other Party's bankruptcy, insolvency, liquidation, dissolution, receivership, or assignment for the benefit of creditors; or (c) either Party delivers a ninety (90) day written notice of termination to the other Party. On the termination of this Agreement, Consultant shall

promptly return to the Municipality the Municipal Materials, any equipment, and all other records, information, or documents owned by the Municipality.

In the event of termination under Section XIV.(c), the Municipality shall pay Consultant for Planning Services completed within the 90-day notice period. The Municipality and Consultant may mutually agree to terminate this Agreement prior to the expiration of the 90-day notice period, however, the Municipality shall pay Consultant for lost compensation through the expiration of the 90-day notice period unless termination is made by Consultant. "Lost compensation" shall be calculated by multiplying 25% by the total amount of Consultant's invoices paid by the Municipality for the 12 months prior to the written notice of termination, then prorating that amount by the days remaining in prior to the expiration of the 90-day notice period. Solely for purposes of illustration, if written notice of termination was delivered on November 1, 2025, total paid invoices between October 31, 2024 and November 1, 2025 was \$50,000, and the parties agreed to terminate the Agreement effective December 1, 2025, then lost compensation due Consultant would equal \$8,333.33 ($\$50,000 \times 25\% = \$12,500$, prorated for December 1, 2025 to January 30, 2026).

XV. Miscellaneous Provisions.

- a. *Waiver*: No delay or omission by any Party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a Party of any of the obligations of the other Party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.
- b. *Authority*: The individuals executing below on behalf of entities indicate that they have the necessary authority to bind such Parties to this Agreement. By approving this Agreement, the Town Board of the Town of Brookfield has authorized the Town Administrator to execute this Agreement on behalf of the Town of Brookfield.
- c. *Binding Effect and Assignment*: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns. Neither Party may assign or transfer this Agreement, in whole or in part, without the other's prior written consent. Any attempt to transfer or assign this Agreement without such written consent shall be null and void.
- d. *Entire Agreement*: This Agreement sets forth the entire understanding of the Parties and may not be changed except by a written document executed and acknowledged by the Parties. The term "Agreement", as used herein, includes any future written amendments, modifications, or supplements made in accordance herewith. No oral revisions, modifications or amendments shall be effective to revise, modify, amend or waive any terms or conditions of this Agreement.
- e. *Survival*: All terms, conditions and provisions of this Agreement, which by their nature are independent of the period of performance, shall survive the cancellation, termination, expiration, default or abandonment of this Agreement.

- f. *Headings*: The headings used in this Agreement are intended solely for purposes of identifying the various sections and subsections contained herein and are for the convenience of the Parties hereto. Such headings are in no way intended to describe, interpret, define or limit the scope of this Agreement or any of the section or subsections hereto or the intent of the Parties hereto.
- g. *Governing Law*: The construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, excluding its conflict of laws and choice of law rules. Any action instituted by or on behalf of a Party under this Agreement or to enforce or interpret any provision of this Agreement shall be brought solely in the state courts located within Waukesha County, Wisconsin.
- h. *Neutral Construction*: The Parties agree that this Agreement was negotiated fairly between them at arm's length and that the final terms of this Agreement are the product of the Parties' negotiations. This Agreement shall be construed without regard to any presumption or role requiring construction against the Party drafting this Agreement.
- i. *Notices*: All notices shall be in writing and shall be deemed duly given (i) on the date of delivery if delivered personally, (ii) on the date sent by electronic mail if sent during normal business hours of the recipient during a business day, and otherwise on the next business day, if sent after normal business hours of the recipient, provided that in the case of electronic mail, each notice shall be confirmed within one business day by electronic mail, or (iii) two (2) business days after being mailed by United States certified mail, postage prepaid, return receipt requested, to a Party at that Party's address identified on the signature page below. If a Party changes address, such Party shall notify the other of the new address.
- j. *Severability*: If any term or condition of this Agreement, or the application of any term or condition to any person or circumstance, shall be deemed invalid or unenforceable, the remaining terms or conditions of this Agreement, or the application of the terms or conditions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
- k. *Force Majeure*: No delay, failure, or default in performance of any obligation by either Party, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement if such delay, failure, or default in performance is due to events which are beyond the reasonable control of such Party and could not be avoided through the exercise of reasonable care and diligence, including labor disputes or strikes, acts of God such as floods, lightning, earthquakes, or natural disaster, acts of war or terrorism, riot, failure or diminishment of power or of telecommunications or data networks or services, embargoes, acts of government, or pandemics, epidemics, or other similar health emergencies that significantly inhibit travel, project site availability, or performance hereunder in the Parties' reasonable judgment.
- l. *Counterpart and Execution*: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single

agreement. Photocopies, scanned images, facsimiles and/or “PDF” electronic and/or digital signature pages of this Agreement shall have the same force and effect as an executed original.

[Signature Page to Follow]

Signed:

_____ **Date** _____

Town of Brookfield Authorized Representative

Printed Name: _____

645 N. Janacek Road
Brookfield, WI 53045

Signed:

_____ **Date** _____

Owner of Planning & Zoning, LLC

Amy Barrows
906 Meyers Ct.
Wales, WI 53183
abplanningzoning@gmail.com



Proposal for:

Municipal Planning, Zoning, & Code Enforcement Services

Town of Brookfield, WI | March 28, 2025



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

RE: Municipal Planning, Zoning, and Code Enforcement Services

Dear Mr. Hagie:

Short Elliott Hendrickson Inc. (SEH®) and Municipal Code Enforcement are pleased to submit this proposal letter to provide professional planning, zoning, and code enforcement services for the Town of Brookfield.

SEH is positioned to be the prime contractor and will focus on providing planning services, application and development reviews, and other projects that typically are reviewed by the Plan Commission and Town Board. Through Bryce Hembrook's lead, SEH will serve as the Town Planner, and we will partner with a subconsultant, Municipal Code Enforcement. Allison Schwark will be the subconsultant lead for zoning and code enforcement work and will serve as the Town's Zoning Administrator. Municipal Code Enforcement will perform the majority of office hours and will assist applicants with projects that require permitting such as signs, fences, accessory structures, occupancy, business plan of operation submittals, and attend to zoning questions and code enforcement issues.

SEH has served as the Town Planner since March 2022 and has provided day-to-day zoning and planning services with limited involvement in code enforcement. Each community is unique in how they handle planning, zoning and enforcement duties. We are happy to provide a customized and more cost-effective approach for the Town of Brookfield to respond to daily zoning inquiries and additional enforcement needs. Our partnership with Municipal Code Enforcement brings this new approach.

The Zoning Administrator is often the first point of contact for developers and property owners. Having an experienced and personable zoning administrator assist them through the development process is crucial to make certain that the process is smooth and efficient while ensuring regulations set forth in the Town Code are met and the projects align with the recommendations of the comprehensive plan. The Town Planner will also be available to assist developers on new development projects and other complex review projects. In order to ensure a smooth and efficient process, the Zoning Administrator and Town Planner will need to be well organized to track projects, have a thorough understanding of the Town's zoning code and comprehensive plan, and assist applicants through the Architectural Review Committee, Plan Commission and Town Board approvals. Below is a brief summary of the team that will assist the Town. Resumes are also included. We are well-suited to meet the needs of the Town under this proposed format to ensure we continue to provide the high-quality services the Town deserves.

SEH Project Team

Bryce Hembrook will serve as the Town Planner. Bryce is currently the Town Planner and has served as the lead writer for the Town's Comprehensive Plan, Zoning Code Update, and Comprehensive Outdoor Recreation Plan. Bryce currently serves as the Town Planner and City Planner in several Wisconsin communities offering the same planning services as proposed in this letter. Bryce has worked closely with the zoning administrators, building inspectors, and attorneys in those communities to ensure smooth communication throughout the review process. Bryce will continue to serve as the lead contact with the Town but would have limited office hours.

Municipal Code Enforcement Project Team

Allison Schwark will serve as the Zoning Administrator and Code Enforcement Officer for the Town of Brookfield, with administrative assistance from her team at Municipal Code Enforcement, LLC (MCE). Allison will be the main point of contact for all zoning and code enforcement related matters. Currently MCE provides services to 20+

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communities throughout the State of Wisconsin and has over 9 years of experience in the field. MCE has established a dedicated team of professionals who are available to assist and serve the Town of Brookfield in collaboration with SEH.

Why Choose Us?

Bryce Hembrook has served as the Town Planner the past three years, has an extensive knowledge of the Town's Zoning Code and has established relationships with town staff, elected officials, developers, and town citizens. SEH would like to continue providing experienced planning services, while maintaining a cost-effective rate structure.

By teaming with Municipal Code Enforcement, we can provide exceptional service for zoning and code enforcement for almost double the office coverage at the same monthly rate that the Town currently pays. Currently, the Town Planner is in the office for 8 hours a week. With the proposed approach, our office hours could increase to 14 hours a week including code enforcement services.

Additionally, Municipal Code Enforcement guarantees to respond to code enforcement inquiries within 24 hours (business days). The number of code enforcement inquiries has continued to increase in the past few years, and proactive enforcement and response to inquiries in a timely fashion ensures citizens understand the Town is taking their complaints and inquiries serious.

We appreciate the opportunity to continue to provide planning and zoning services to the Town. Our project scope is enclosed below for your review.

Respectfully submitted,



Bryce Hembrook, AICP
Planner III
Project Manager
SEH



Allison Schwark
Code Enforcement Officer
Zoning Administrator
Municipal Code Enforcement, LLC

Planning, Zoning, and Code Enforcement Services



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PROJECT SCOPE & UNDERSTANDING

We understand that the Town is interested in proposals for planning, zoning, and code enforcement services and for a firm that will be a primary point of contact for applicants that need planning/zoning permitting and assist applicants through Plan Commission and Town Board approval. The town planner and zoning administrator will understand the approval process and help applicants from initial conversations through final decisions. In order to provide the best service to the Town, SEH is proposing to serve as the Town Planner and work with Municipal Code Enforcement to serve as the Zoning Administrator.

In order for this process to run smooth, the planner and zoning administrator will need to be well organized to track projects, knowledgeable with the Town's zoning code, and provide exceptional customer service. Bryce Hembrook, current Town Planner, will continue to serve in this role but focus on planning reviews such as new developments, redevelopments, conditional use permits, rezonings, certified survey maps, and similar projects. Bryce is also currently the lead writer for the zoning code update and is knowledgeable in both the existing code and the proposed changes to the code.

Allison Schwark will serve as the Zoning Administrator and will assist the general public, property owners, developers, and town staff members with day-to-day zoning activities and code enforcement. The Zoning Administrator will conduct the majority of the office hours and will assist with initial questions related to zoning or code enforcement. The Zoning Administrator will essentially perform the same duties that the Town Planner currently provides during office hours but will generally not be involved in reviewing new developments or taking certain applications through Plan Commission and Town Board.

Generally, the Zoning Administrator will prepare Architectural Review Committee and Plan Commission agendas and packets for new projects. The Town Planner will attend these meetings as needed.

Zoning Administrator Time for Town Tasks:

As the Zoning Administrator, Municipal Code Enforcement will perform tasks on an ongoing basis. These tasks include:

- Pre-application meetings with members of the public and processing of applications to the Plan Commission and Town Board, as well as to the Board of Appeals and Architectural Control Committee on an as needed basis. The Zoning Administrator will invite the Town Planner to attend on an as-needed basis.
- Review and recommendation at Town meetings for action on applications.
- Preparation of the monthly Architectural Review Committee and Plan Commission agendas and packets. Assistance with the preparation of the Town Board and Board of Appeals agendas and packets.
- Assist Town Clerk with the preparation of public hearing notices.
- Attendance at monthly Architectural Review Committee and Plan Commission meetings.
- Attendance at Town Board and Board of Appeals meetings as required.
- Attendance at planning staff meetings.
- Conducting Office Hours at the Town Hall, at times to be mutually determined by the Town Administrator and the Zoning Administrator. Office hours are planned to be three half days for a total of 12 hours per week. The Zoning Administrator will return phone calls, meet with applicants, and conduct zoning related work during these hours. ***These hours may need to change based on***

applicant volume and customer service expectations. No changes will be made without Town Administrator written approval.

Town Planner Time for Town Tasks:

- Preparation of municipal code text amendments related to planning and zoning matters
- Pre-application meetings with applicants for new developments, redevelopments, conditional use permits, rezonings, certified survey maps, land use plan amendments, and other related applications.
- Coordinate development review with appropriate staff.
- Attend Architectural Review Committee, Plan Commission, Town Board, and Board of Appeals meetings on an as needed basis.
- Conducting occasional office hours often related to attending internal staff meetings, initial meetings with potential applicants, and other normal planning efforts that are not related to a reimbursable project/application or Town-initiated project-based service. Typically, office hours for the Town Planner are expected to be 2 hours per week or less. This may be increased during initial months.

Town Planner and Zoning Administrator Time Related to Applicant Reimbursement:

- Once a project has a professional reimbursement form on file with the Town, the Town will be billed on an hourly rate that will be passed through to the applicant.
- Detailed invoices of time spent, and actual tasks will be provided to the Town for each project/application on a monthly basis.
- Depending on the project, the Town Planner and/or Zoning Administrator will review proposed plans, review for conformance with the municipal code and comprehensive plan, provide staff reports for meetings, and will typically present at applicable meetings. Generally, the Town Planner will determine who will be responsible for the review.
- It is anticipated that the majority of time spent by the Town Planner will fall within this category.

Code Enforcement Services:

- Municipal Code Enforcement will handle inquiries regarding code enforcement. The Zoning Administrator will be the main point of contact but may have additional staff in the field to perform code enforcement services.
- Typical code enforcement services include the following:
 - Property maintenance upkeep
 - Debris monitoring
 - Zoning-related violations
 - Junk vehicles compliance monitoring
 - Grass and vegetation compliance monitoring
- Response to complaints will occur within 24 hours (on business days).

Project-Based Services:

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

Duties & Responsibilities



BRYCE HEMBROOK AICP
PROJECT MANAGER/ TOWN PLANNER | SEH

- Assist developers on new development projects.
- Complete planning reviews such as new development, redevelopment, and major site plan amendments.
- Review applications including conditional use permits, rezonings, certified survey maps and prepare staff reports for items.
- Develop zoning code updates and assist with zoning interpretations as needed.
- Attend Architectural Review Committee, Plan Commission, and Town Board meetings as needed.



ALLISON SCHWARK
ZONING ADMINISTRATOR |
MUNICIPAL CODE ENFORCEMENT

- First point of contact for property owners, developers, and town staff members with day-to-day zoning code enforcement questions & issues.
- Permitting duties for projects such as signage, fences, accessory structures, and other minor reviews.
- Administers the zoning code.
- Review applications for signage, exterior alterations, business plan of operations, and other minor reviews and prepare staff reports for items.
- Prepare Architectural Review Committee and Plan Commission agendas and packets for new projects.
- Attend Town Board meetings as needed.
- Conduct the majority of the office hours.

Schedule: Said work, as described in Scope, will be completed *as mutually agreed upon* after receipt of signed contract and all items to be furnished by client.

Payment:

Zoning Administrator and Town Planner Time for Town Tasks: Will be billed on a lump sum basis of \$5,250/month. This includes code enforcement services. See attached Exhibit A-2. Alternatively, the Town may request that we bill based on time and expense, which would then consist of the rates specified for applicant reimbursement. See below.

Zoning Administrator and Town Planner Time Related to Applicant Reimbursement: Will be billed on a time and expense basis. The billing rate for the Town Planner will be \$150 per hour. The billing rate for the Zoning Administrator will be \$65 per hour.

Project Based Services: Will be billed on a time and expense basis not to exceed an amount agreed to by the Town Administrator. The budget will be defined with a supplemental letter agreement or as defined above.

PROJECT TEAM

The team we've assembled to work with you will be led by Project Manager/Town Planner Bryce Hembrook. Bryce has more than 8 years of experience serving in various land use planning, zoning, and community development roles. Allison Schwark will serve as the Zoning Administrator. Allison is the owner of Municipal Code Enforcement which provides zoning and code enforcement services to 20+ communities in Southern Wisconsin.

PROJECT TEAM BIOS

	Team Member	Biography
	<p>Bryce Hembrook, AICP</p> <p>Project Manager/Town Planner</p> <p><i>8 years of experience</i></p>	<p>As Town Planner, Bryce will continue to assist the Town in planning project reviews and provide assistance to the Town's Plan Commission and Town Board. Bryce is a planning professional with significant municipal experience. As a previous city planner, he is well-versed in zoning, new development and redevelopment facilitation, and ordinance revision. Comprehensive planning, master planning, and bike and pedestrian planning.</p> <p><u>Similar Experiences:</u></p> <ul style="list-style-type: none"> ○ Town of Brookfield, WI - Town Planner, Zoning Ordinance Update, Comprehensive Plan, and Comprehensive Outdoor Recreation Plan ○ Town of Hudson and Town of Burlington - Town Planner ○ City of Marshfield, WI – City Planner
	<p>Allison Schwark</p> <p>Zoning Administrator</p> <p>Code Enforcement Officer</p> <p><i>9 years of experience</i></p>	<p>As Town Zoning Administrator and Code Enforcement Officer, Allison will work collaboratively with Bryce, all Town staff, and Town residents and provide assistance to the Town's Plan Commission and Board, draft meeting agendas and staff reports, review zoning permit applications, investigate citizen complaints and concerns, and regulate all zoning and/or code violations throughout the Town of Brookfield</p> <p>Allison acts as the Director of Municipal Code Enforcement, LLC providing oversight of daily operations within the company, and providing zoning administration services to several municipalities throughout the State of Wisconsin. She has a wide variety of municipal experience and enjoys working with residents and community members. Her goals are to increase organization within the department, provide increased education surrounding municipal ordinances, and act as a dependable and reliable point of contact for all Town staff as well as community members.</p> <p><u>Similar Experiences:</u></p> <ul style="list-style-type: none"> ○ City of Elkhorn- Code Enforcement and Zoning Administration ○ City of Whitewater- Code Enforcement and Zoning Administration ○ Village of Fontana- Code Enforcement and Zoning Administration ○ Code Enforcement for 23 communities in Southeast Wisconsin including City of Pewaukee, Village of Pewaukee, Village of Merton and Village of Lannon

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**TOWN OF BROOKFIELD
PLANNING COMMISSION RECOMMENDATIONS
MARCH 25, 2025**

Town Chairman Henderson called the meeting to order at 7:00pm on Tuesday, March 25, 2025, at the Town of Brookfield Town Hall, 645 North Janacek Road, Brookfield, Wisconsin. Also present at the meeting was Town Supervisor Ryan Stanelle, Commissioners Kevin Riordan, Dan Zuperku, and Tim Probst and Town Planner Bryce Hembrook. Commissioners Jeremy Watson and Len Smeltzer were absent.

RYAN JANSSEN (AVERY & BIRCH) IS REQUESTING CONCEPTUAL APPROVAL OF A NEW BUILDING CONSISTING OF A ONE-STORY SALON SUITE FACILITY, LOCATED AT 21055 CROSSROADS CIRCLE

Commissioner Riordan moved to **recommend the Town Board grant conceptual approval** for a new building consisting of a one-story salon suite facility, located at 21055 Crossroads Circle as presented.

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

JIM TAYLOR (OSCAR'S) AND 7-BREW ARE REQUESTING CONCEPTUAL APPROVAL OF TWO NEW DRIVE-THRU RESTAURANTS ON THE PROPERTY LOCATED AT 21165 HIGHWAY 18 AND THE ADJACENT PROPERTY TO THE EAST

Commissioner Riordan moved to **recommend the Town Board grant conceptual approval** for two new drive-thru restaurants on the property located at 21165 Highway 18 and the adjacent property to the east as presented.

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



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TOWN OF BROOKFIELD PLAN COMMISSION ZONING REPORT

TO: Plan Commission

FROM: Bryce Hembrook, AICP
Town Planner

REPORT DATE: March 20, 2025
PC MEETING DATE: March 25, 2025

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

SEH No. 171421, TASK 93

Applicant: Ryan Janssen (Avery & Birch)

Application Type: Conceptual Approval

Request

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

Summary of Request

- Received approval for a three-story facility in 2024 but have since changed their plans. Applicant is now proposing a single-story 16,550 square foot building that will be used for luxury salon suite rentals.
- Each one of the suites is occupied by a self-employed beauty professional. Avery and Birch does not provide beauty services we simply act as a landlord for our multi-tenant buildings. This use for this submittal is similar to the last approval except for the proposed building is now a single-story building.
- Zoning District = B-2 Limited General Business District
- Currently a vacant 3.67 acre parcel in an office park.
 - This parcel has received two approvals in the past few years. First, Quest Interiors received final approval for their facility on the subject property in 2023, but decided to no longer pursue the project. Avery and Birch received final approval in 2024 but have since changed their plans.
- The applicant no longer intends to split the property into two.
- Proposed structure = 16,550 total square foot facility with salon suites.
- Approximately 86 parking stalls currently proposed, including 4 handicap stalls.
 - The proposed use is likely considered a personal service use, which requires one space per 200 square feet of gross floor area, plus one space per employee for the work shift with the largest number of employees.
 - According to the code, 82 parking spaces are required for the square footage and the number of employees is unknown at this time.
 - The proposed site plan shows one drive access to Crossroads Circle.

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- Proposed setbacks:
 - Front = 154'
 - Side = 107' north and 101' south
 - Rear = 77'
 - All building setbacks will meet code requirements.
 - The pavement setbacks appear to meet requirements.
- Sum total of floor area
 - Proposed = 10.3% of lot area.
 - Required = No less than 6,000sf or 15% of the lot area, whichever is less. Shall not exceed 50% of lot area.
 - Requirement is met.
- No building height dimensions were provided but the building will likely meet the 45' height requirement.
- There are single-family residences directly to the west of the subject property, but only one of the adjacent parcels is zoned residential. The applicant intends to keep the existing landscaping to serve as a buffer for the residential properties.

The development review team has provided some initial feedback regarding the plans, but most of the comments or concerns can be addressed later in the review process.

Fire Department Comments – “I would like to see a different turn radius pattern. There no such thing as a Typical Fire Engine. Ladder trucks can go anywhere from 40’-45’ long. That is why I like to see a turn radius using a semi-tractor/trailer.”

Conceptual Approval

The purpose of conceptual project review shall be to determine the best use of a building site. The Plan Commission will consider the proposed land use and its compatibility with adjacent land uses. The Plan Commission should consider ingress and egress, off-street parking, and internal traffic patterns.

Staff Recommendation

Per the discretion of the Plan Commission.

Town of Brookfield

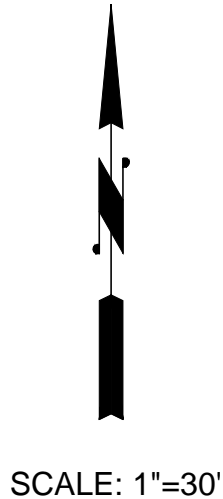
Concerning the use of 21055 W Crossroads Cr.

Avery and Birch is a provider of luxury salon suite rentals. Each one of our suites is occupied by a self-employed beauty professional. Avery and Birch does not provide beauty services we simply act as a landlord for our multi-tenant buildings. This use for this submittal is similar to the last approval only difference being that we will construct a single story building rather than a multi-story. We will have approximately 40 suites in a 15,000-16,000 sq ft building.

More info on Avery and Birch can be found at www.averyandbirch.com

Regards

Ryan Janssen



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TOWN OF BROOKFIELD PLAN COMMISSION ZONING REPORT

TO: Plan Commission

FROM: Bryce Hembrook, AICP
Town Planner

REPORT DATE: March 20, 2025
PC MEETING DATE: March 25, 2025

RE: **Oscar's Frozen Custard & 7-Brew – Conceptual Approval**
21165 Hwy 18 BKFT1130999001 & 1128959001

SEH No. 171421, TASK 85

Applicant: Jim & Susie Taylor, representing Oscar's Frozen Custard

Application Type: Conceptual Approval

Request

Applicant is requesting conceptual approval conceptual approval of two new drive-thru restaurants on the property located at 21165 Highway 18 and the adjacent property to the east. This request also includes conceptual plans for the adjacent property which is also owned by the applicant.

Summary of Request

- Oscar's Frozen Custard has occupied this site for decades but a fire recently significantly damaged the building beyond repair. The applicant recently proposed to construct a new building which will be slightly larger but generally in the same location as the last building. The applicant also owns the adjacent parcel to the east of the subject parcel and included conceptual plans for this site as well. Since the last approval, the applicant is considering a new site plan layout that considers adding a drive-thru coffee shop on the adjacent property to the east. The purpose of including this parcel is to show joint access for parking and drive circulation areas between the two sites.
- The applicant is proposing to construct a 4,233 square foot restaurant building with two drive thru lanes and one pick up window. Additionally, the new concept shows a 510 square foot building for 7-Brew Coffee.
- A conditional use permit is required for both proposed buildings/businesses to be allowed to operate a drive through restaurant/coffee shop.
- Zoning District
 - Oscar's property = B-2 Limited General Business District.
 - 7-Brew: I-1 Institutional District
 - Needs to be rezoned.
- Lot size
 - Oscar's = .864 acres.

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- 7-Brew = .799 acres
 - If combined = 1.66 acres
- Proposed Use = Drive-thru restaurant and drive-thru coffee shop.
- Proposed setbacks:
 - Oscars
 - Street (Hwy 18) = 81'
 - Street (Swenson Dr) = 106'
 - Side (west) = 42'
 - Side (east) = 23'
 - All building setbacks will meet code requirements.
 - 7 Brew
 - Street (Hwy 18) = 67'
 - Street (Swenson Dr) = 162'
 - Side (west) = 65'
 - Side (east) = 55'
 - All building setbacks will meet code requirements.
- Sum total of floor area
 - Proposed =
 - 4,743 square feet or 6.55% of lot area for both buildings and lots.
 - If separate lots, the Oscar's building is 4,233 square feet or 11% of the property and the 7-Brew is 752 square feet (including cooler building) or 2.11%.
 - Required = Sum total of the floor area of the principal building and all accessory buildings shall be not less than 6,000 square feet or 15% of the lot area, whichever is less. Also, sum total of the floor area of the principal building and all accessory buildings shall not exceed 30% of the lot area.
 - Requirement is not met.
 - Looking back at past approvals, it appears that outdoor seating areas and drive thru areas have been included in this number and there have been a number of recent projects that were not meeting this requirement.
 - If you included the outdoor dining area, this would be right at the minimum requirement if the lots are combined.
- Parking
 - Code requirement: One space per 50 square feet of gross dining area, plus one space per two employees for the work shift with the largest number of employees. Restaurants with drive-through facilities shall provide sufficient space for four waiting vehicles at each drive-through service lane.
 - Parking required: Dining area (2,100sf) = 42 stalls; employees (10) = 5 stalls; total stalls required: 47
 - Proposed: 60 parking spaces intended for Oscars, 3 of which are ADA stalls. 9 proposed parking spaces intended for 7-Brew.
 - 7 -Brew has the same parking requirements.
 - Assuming 6 employees, the parking requirement for this property would be 3 parking stalls since there is no dining area.
 - It is staff's understanding that there would be a shared parking agreement.
- Drive-through lanes
 - Oscars
 - The site plan shows 2 drive-through lanes and 1 pickup window. Generally, a stacking length of 100 feet is desirable and 40 feet of distance between the pick up window and

the access drive is preferred. The proposed layout appears to meet these recommended lengths. The Town Engineer is still reviewing the proposed site plan changes and updates may be provided at the meeting.

- 7 Brew
 - Two drive thru lanes are proposed with room to accommodate approximately 30 vehicles in the two lanes.
- Trash Enclosure
 - Oscars
 - Proposed to remain as is on the southeast corner of the lot
 - 7-Brew
 - Proposed to be located on the southeast corner of the lot.
 - The code mentions that enclosures are permitted in the side and rear yards subject to the offset requirements in the district. For this specific property, there are few locations to place the enclosure and the proposed location will be similar to Oscars.
- Lighting
 - Not required for conceptual approval.
- Landscaping
 - Not required for conceptual approval.

Development Review Team Feedback

The development review team is currently reviewing the plans and any feedback will be provided at the time of the meeting.

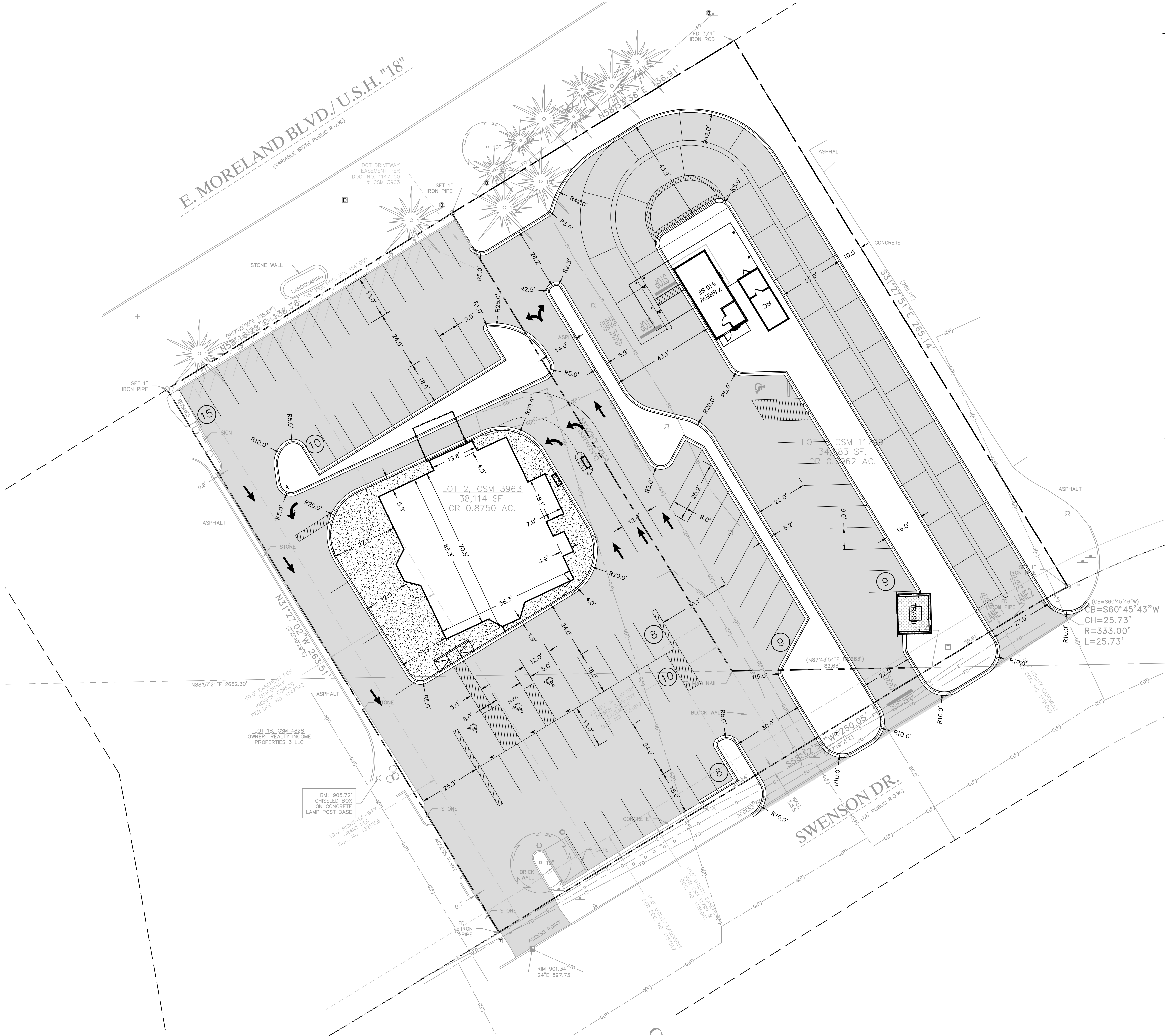
Town Engineer Feedback (Provided Post Plan Commission Meeting)

Here are Strand's initial comments based on the latest site plan:

- It does not appear that a vehicle entering Oscar's who wants to turn right and exit (or get to the parking) at 7 Brew would be able to make it around that corner without encroaching into the drive through. Provide vehicle turning templates.
- Are they providing the required parking for Oscar's on their site? Due to the difficulty above, it would not seem appropriate to count those 9 stalls in 7 Brew as part of what Oscar's would need.
- How does Oscar's access the dumpster area?
 - Town Planner's Response: Oscar's is maintaining their existing dumpster area. Plan Commission raised concerns on how 7 Brew will access their site.
- Are both lanes entering for 7 Brew part of the drive through? It appears to be a dual drive through the whole way. What is going to be in the space between the lanes, is it just paint or a raised curbing?
- Where do the 7 Brew customers order? How is product delivered to the outside lane of the drive through?
- Any need for pedestrian access to either business from the roadway?
- Driveways should be clearly signed for either entry only or exit only.

Conceptual Approval

The purpose of conceptual project review shall be to determine the best use of a building site. The Plan Commission will consider the proposed land use and its compatibility with adjacent land uses. The Plan Commission should consider ingress and egress, off-street parking, and internal traffic patterns.



LEGEND

- PROPERTY LINE
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE SIDEWALK
- PROPOSED HEAVY DUTY CONCRETE

GRAPHIC SCALE
0 10 20 40
(IN FEET)

OSCAR'S PROPERTY (ZONED B-2)

PARKING STATISTICS

REQUIRED PARKING: 1 PER 50 SF OF DINING AREA AND 1 PER TWO EMPLOYEES ON LARGEST SHIFT

DINING AREA = 2,100 SF / 50 SF = 42 STALLS
EMPLOYEES = 10 / 2 = 6 STALLS

TOTAL REQUIRED = 48 STALLS

PROPOSED PARKING:

REGULAR STALLS	57
ADA STALLS	3
TOTAL	60

FUTURE DEVELOPMENT PROPERTY (REZONE TO B-2)

PARKING STATISTICS

REQUIRED PARKING: 1 PER 50 SF OF DINING AREA AND 1 PER TWO EMPLOYEES ON LARGEST SHIFT

EMPLOYEES = 6 / 2 = 3 STALLS

PROPOSED PARKING:

REGULAR STALLS	8
ADA STALLS	1
TOTAL	9



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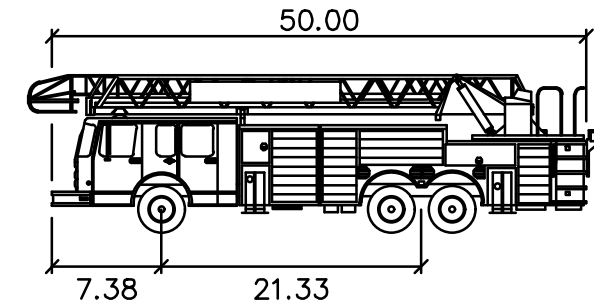
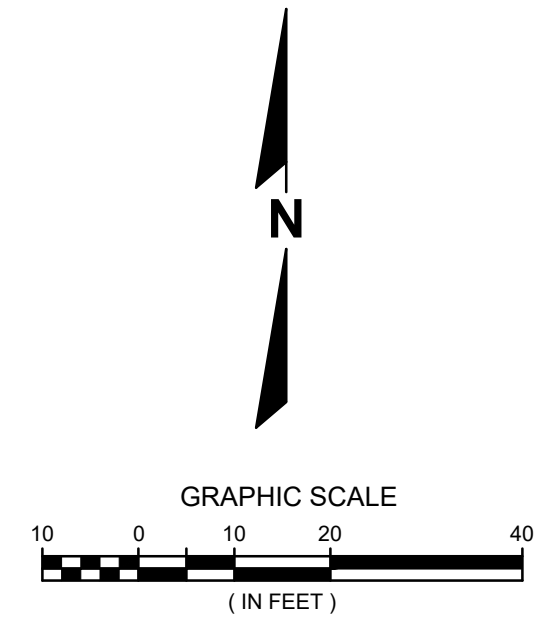
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DESCRIPTION	
DATE	
OSCAR'S FROZEN CUSTARD TOWN OF BROOKFIELD SITE PLAN	
© COPYRIGHT 2025 R.A. Smith, Inc.	
DATE: 03/18/2025	
SCALE: 1" = 20'	
JOB NO. 3240290	
PROJECT MANAGER: CHRISTOPHER WHITE, P.E.	
DESIGNED BY: CBW	
CHECKED BY: MAF	
SHEET NUMBER	
C100	

E. MORELAND BLVD./U.S.H. "18"

LOT 1B, CSM 4828
OWNER: REALTY INCOME
PROPERTIES 3 LLC



Pierce Lance 50ft

	feet
Width	: 7.83
Track	: 7.00
Lock to Lock Time	: 6.0
Steering Angle	: 31.8

16745 W. Bluemound Road
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OSCAR'S FROZEN CUSTARD
TOWN OF BROOKFIELD
TRUCK ACCESS PLAN



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CHECKED BY: MAF

SHEET NUMBER
C101