

OFFICIAL NOTICE AND AGENDA

Notice is hereby given that a public meeting will be held on the date, time and location shown below. Upon attaining a quorum of members, all items listed on the agenda shown below may be considered (acted upon).

Regular / Special Meeting: Board of Public Works

Date & Time: October 8, 2019 @ 7:00 pm (following WSB)

Location: City Hall, 2000 N. Calhoun Road, Council Chambers

Aldermen: Rick Owen – Chairman, Chris Blackburn, Scott Berg (Mayor alt.), Brad Blumer, Buck Jurken, Bill Carnell (Ald. Alt.), Mayor Steven Ponto

Quorum Requirements: 3 of 5 members physically present

Roll Call

Announcements

- The next regularly scheduled meeting is November 12, 2019

Minutes

1. Meeting minutes of September 10, 2019

New Business

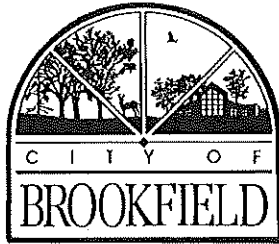
2. North Avenue ROW Acquisition, Parcel 132
3. Construction agreement with Waukesha County for installation of sidewalks, adjustment of street light poles, and replacement of emergency vehicle preemption devices at signalized intersections associated with widening of North Avenue between Calhoun Road and N. 124th St.
4. Perpetual Pedestrian and Bicycle Way Easement-3155 N. Brookfield Rd-Brookfield Academy
5. Perpetual Storm Sewer and Drainage Easement – The Shire - Addition No. 2 – Misty Mountain Parkway

Adjournment

Thomas Grisa
Director of Public Works
Posted: October 4, 2019 @ 2:00 pm

Any person who has a qualifying disability as defined by the Americans with Disability Act that requires the meetings or materials be in an accessible location or format, contact the City Clerk at (262) 782-9650 or 2000 North Calhoun Road, for accommodations. Requests for accommodations for meetings should be made at least 3 business days in advance of the meeting. Every effort will be made to arrange accommodations for all meetings.

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 stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to in this notice.



OFFICIAL MEETING MINUTES OF A REGULAR MEETING OF
THE BOARD OF PUBLIC WORKS HELD ON SEPTEMBER 10, 2019 @ 7:00
P.M. IN THE COMMON COUNCIL CHAMBERS OF CITY HALL, 2000 NORTH
CALHOUN ROAD, BROOKFIELD, WISCONSIN

MEMBERS PRESENT:

Alderman Rick Owen, Chairman
Alderman Brad Blumer
Alderman Christopher Blackburn

Alderman Scott Berg
Alderman Buck Jurken

MEMBER ABSENT AND EXCUSED: Mayor Steve Ponto, Alderman Bill Carnell (a.a.)

OTHERS PRESENT:

City Engineer Jeff Chase

Roll Call

Chairman Owen noted a quorum present and called the Board of Public Works to order at 7:23 pm.

Meeting Minutes

Item 1 Meeting minutes of the August 13, 2019 Board of Public Works Meeting

Motion by Alderman Berg, seconded by Alderman Blackburn to approve the minutes of the August 13, 2019 Board of Public Works meeting minutes. Motion carried 5-0.

New Business

Item 2 Dedication of roads, streets and storm sewer system – Golf Parkway

Alderman Blackburn identified the Water and Sewer Board just approved the sewer easement for this project. Mr. Chase clarified this item is for the roadway and related work.

Motion by Alderman Berg, seconded by Alderman Jurken to approve the dedication of roads, streets and storm sewer system for Golf Parkway. Motion carried 5-0.

Item 3 Perpetual Storm Sewer and Drainage Easement – North Hills Subdivision – North Hill Drive

Alderman Blackburn noted there has not been any work on Fiddleheads but there is activity on the rest of the project. Mr. Chase stated the easement is ready.

Motion by Alderman Berg, seconded by Alderman Jurken to approve the perpetual storm sewer and drainage easement for North Hills Subdivision on North Hill Drive. Motion carried 5-0.

Item 4 Resolution awarding the contract for the City Hall Roof Replacement Project to Walsdorf Roofing Company, Inc.

Alderman Berg inquired into the reason the roof needs to be repaired so often. Mr. Chase stated there are different roof systems and different building types. Alderman Owen confirmed that many buildings have this type of system.

Motion by Alderman Jurken, seconded by Alderman Blackburn to approve the resolution awarding the contract for the City Hall Roof Replacement Project to Walsdorf Roofing Company, Inc. Motion carried 5-0.

Item 5 North Avenue ROW Acquisition, Parcel 9

Alderman Blackburn inquired about the pros and cons of offering the property at no cost. Mr. Chase pointed out their transportation project is beneficial to the City of Brookfield.

Alderman Berg inquired if Parcel 9 is a buildable lot. Mr. Chase confirmed it is a buildable piece of real estate. Alderman Owen stated this item is to approve a temporary limited easement.

Motion by Alderman Jurken, seconded by Alderman Blumer to approve the temporary limited easement for the North Avenue ROW Acquisition, Parcel 9 for no charge. Motion carried 5-0.

Item 6 North Avenue ROW Acquisition, Parcel 10

Alderman Jurken asked if the City of Brookfield checked the valuation of the Waukesha County appraisals. Mr. Chase has not run it by the city assessor but did review the appraisals and found them consistent in the unit prices and methodology between the North Ave Corridor and the Calhoun Road right of way project which is being performed by a separate appraiser. Alderman Owen reiterated this is a temporary limited easement and property purchase.

Alderman Berg inquired about the formal flood/water flow plan. Mr. Chase stated Waukesha County is constructing various storm water, collection, conveyance and treatment facilities in preparation for the North Avenue road widening project. There will be bio retention strips in the median to manage storm water.

Mr. Chase stated the city of Brookfield will be entering into cost sharing agreement with the County to contribute to the North Ave. project.

Motion by Alderman Jurken, seconded by Alderman Blackburn to sell the North Avenue ROW Acquisition, Parcel 10 for \$30,983.00 and waive the temporary easement fee. Motion carried 5-0.

Item 7 North Avenue ROW Acquisition, Parcel 39

Motion by Alderman Blumer, seconded by Alderman Blackburn to sell the North Avenue ROW Acquisition Parcel 39 for \$104,500.00. Motion carried 5-0.

Item 8 North Avenue ROW Acquisition, Parcel 81

Motion by Alderman Blackburn, seconded by Alderman Berg to sell the North Avenue R-O-W Acquisition, Parcel 81 for \$1092.00 and grant the temporary limited easement for no charge. Motion carried 5-0.

Adjournment

Motion by Alderman Blackburn, seconded by Alderman Jurken to adjourn the Board of Public Works meeting. Motion carried 5-0. Meeting adjourned at 8:20pm.

Minutes respectfully submitted by Carolyn Megal, Administrative Assistant

MEMORANDUM

TO: BOARD OF PUBLIC WORKS

FROM: Jeffrey M. Chase, P.E., City Engineer

DATE: October 4, 2019

SUBJECT: Right-of Way Acquisition by Waukesha County
North Avenue Reconstruction: 124th Street to Calhoun Road
Parcel 132

Waukesha County will be reconstructing and expanding North Avenue from 124th Street to Calhoun Road in the City of Brookfield next year (2020). In order to accommodate the new and expanded roadway improvements, Waukesha County has to acquire additional Right-of Way interests from many of the properties adjacent to the project. Several of these properties are owned by the City of Brookfield.

Attached you will find a letter from Waukesha County proposing to acquire Fee and temporary limited easement interests from City owned property located adjacent to Mound Zion Cemetery(parcel 132). The lands to be acquired are currently highway right-of-way, however, they were acquired through a series of deeds and actions by the City of Brookfield in the name of the City of Brookfield. The purpose of this conveyance is to change title of the lands to Waukesha County and allow Waukesha County to utilize the lands for highway construction.

Staff recommends the proper City officials be authorized and directed to execute the conveyance instruments to convey the required real estate interests to Waukesha County. Staff further recommends that the lands be donated to Waukesha County at no cost.

Paul Farrow
County Executive



Allison Bussler
Director

WAUKESHA COUNTY
DEPARTMENT OF PUBLIC WORKS

August 30, 2019

Mr. Jeff Chase, PE
City Engineer
The City of Brookfield
2000 N Calhoun Rd.
Brookfield WI 53005

Re: PROJECT I.D. 2759-03-00
CTH M – Calhoun Rd to 124th St
Waukesha County
Parcel 132

Dear Mr. Chase:

The Waukesha County Department of Public Works is currently acquiring right of way for the reconstruction of CTH M, W. North Avenue, in the City of Brookfield. The City holds title to existing road right of way along the project that will be impacted by this work. Waukesha County needs to acquire 0.296 acres of Fee and 0.085 acres of Temporary Limited Easement (TLE) from City acquired road right of way adjacent to Mound Zion Cemetery located the North side of W North Avenue. This land is needed for highway construction.

The necessary lands are currently highway right of way; however, they were acquired through a series of deeds and actions by the City of Brookfield in the name of the City. The purpose of this conveyance is to change title of the lands to Waukesha County and allow the county to utilize the lands for highway construction.

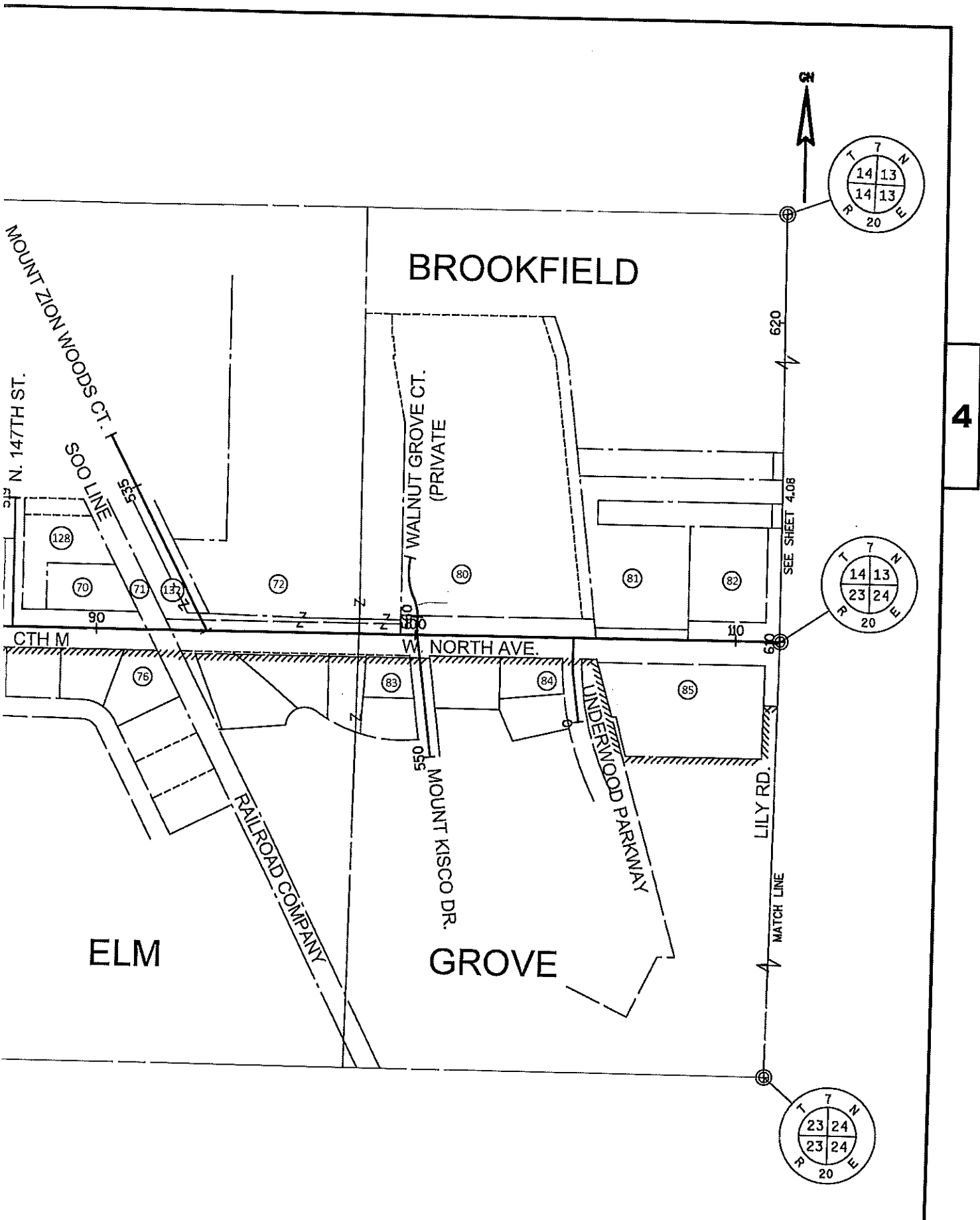
The county does not have eminent domain authority over the city as stated in Chapter 32.03 of the state statutes; therefore, this transaction is not subject to the right of way acquisition requirements of the statutes and must be a mutual agreement between the city and county. Since this is not covered under Chapter 32 of the statutes (county has no power of eminent domain over the city), we will not offer the city reimbursement for an owner's appraisal report should you wish to obtain an additional appraisal. We will, however, consider additional appraisals or other issues in the negotiation for this property.

Waukesha County is making the following offer to the City of Brookfield for this acquisition based on the enclosed appraisal:

Fee Purchase: 0.296 acres \$3,800

Temp. Easement 0.085 acres \$207

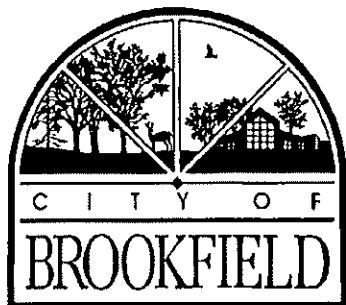
Total = \$4,007 rounded to \$4,100



4

STATE R/W PROJECT NUMBER 2759-03-00	PLAT SHEET 4.07	
CONSTRUCTION PROJECT NUMBER 2759-03-70	PS&E SHEET	E

Item 3



DIRECTOR OF PUBLIC WORKS

Thomas M. Grisa, P.E.

2000 North Calhoun Road

Brookfield, Wisconsin 53005-5095

(262) 782-9650 FAX (262) 782-1323

MEMO

TO: Board of Public Works

FROM: Tom Grisa

SUBJECT: Agreement with Waukesha County for cost sharing sidewalks, street light adjustments and emergency vehicle preemption at signalized intersections as part of widening North Avenue

DATE: October 2, 2019

Attached is a copy of an agreement with Waukesha County for including sidewalks, street light adjustments and emergency vehicle preemption at signalized intersections in the construction contract for widening of North Avenue. The agreement provides for the City of Brookfield covering the costs of these items on this three mile road project. The sidewalks that are proposed to be new, are being charged to the City of Brookfield. Those that are replacing existing pathways will be covered by Waukesha County. Staff is pursuing a similar agreement with Elm Grove to have them pay their share of the costs adjacent to properties within Elm Grove.

Brookfield is responsible for the cost to adjust our street light facilities to accommodate the road work. The Fire department is also interested in maintaining the EVP at the signalized intersections. Staff recommends approval of the agreement.

TWO-PARTY CONSTRUCTION AGREEMENT
Between
WAUKESHA COUNTY by the DEPARTMENT OF PUBLIC WORKS
And
The CITY OF BROOKFIELD

This Agreement is made and entered into between Waukesha County by the Department of Public Works (hereinafter called the "DEPARTMENT") and the City of Brookfield (hereinafter called the "CITY") to designate the responsibility for design, construction, maintenance and payment of certain costs associated with improvements and other items to be designed and constructed in conjunction with the DEPARTMENT'S roadway reconstruction of North Avenue (County Trunk Highway M) from N. Calhoun Road to East County Line (124th Street) under Project Number 2759-03-70 (hereinafter called the "Project").

WHEREAS, the DEPARTMENT is planning for the reconstruction of North Avenue (CTH M) within the City of Brookfield in 2020 and 2021, and

WHEREAS, the Project will include various road and infrastructure improvements that will be funded by the CITY and the DEPARTMENT, and

WHEREAS, the DEPARTMENT and the CITY agree to enter into this mutually beneficial agreement to construct and maintain improvements and other items concurrent with and under the same contracts as the Project, and

WHEREAS, the CITY agrees to pay the actual costs associated with Non-Participating Items listed in the cost estimate attached hereto as Attachment 1, including the actual construction costs and construction engineering necessary to incorporate those Non-Participating Items into the Project.

NOW, THEREFORE BE IT RESOLVED, that the parties do mutually agree to the responsibilities related to the design and construction of the Non-Participating Items and to the funding of said construction as described below:

RESPONSIBILITIES:

The DEPARTMENT shall:

1. Through Wisconsin Department of Transportation (WDOT), finance the reconstruction costs of the Project to occur in 2020 and 2021, and subject to the terms of this Agreement.
2. Make the necessary changes to the contract plans, specifications and estimates in order to include the Non-Participating Items requested by the CITY, which are described in Attachment 1.
3. Through WDOT, publically bid said roadway improvement under Project Number 2759-03-70 in accordance with all applicable state and local laws.

4. Through WDOT's construction management, keep accurate accounts of all construction activities, changes in work, construction costs, and any delays or additional work necessary to complete the Project and to accurately assess any incremental increases or decreases in quantities or costs.
5. Make available to the City, with reasonable notice, bidding documents, bid results, notice of award, and copies of all records recommendations of awards, reports, engineer findings, and correspondence regarding said roadway improvements.
6. Duly execute, award, and administer all such construction contracts necessary to complete the Project, including the Non-Participating Items, in an expeditious fashion in accordance with generally approved engineering and construction standards.
7. Issue work change directives, change orders, or other appropriate documents to the contractor, as contract or construction changes dictate, to expedite the progress of the construction work. Any document that would increase the CITY's costs shall be provided before execution by the DEPARTMENT, via email, to the CITY'S Representative for review, and the CITY'S comments thereon considered if received by the DEPARTMENT within two business days of the time it is emailed to the CITY'S Representative.
8. Upon completion of the Project, furnish to the CITY a detailed breakdown of all actual construction costs incurred for the Non-Participating Items, including all change orders, work change directives and construction management services.
9. Invoice the CITY for costs incurred semi-annually (twice yearly) and on completion of project.
10. The DEPARTMENT will assume all future costs associated with the two far luminaires along Calhoun Road (far second light from the intersection with North Avenue). This includes paying future electrical utility costs.

The CITY shall:

1. Pay the actual costs associated for inclusion of the Non-Participating Items listed in Attachment 1, including the actual construction engineering costs for such items (10% of construction cost). It is understood that the sidewalk and Non-Participating Items listed in Attachment 1 are the **estimated bid costs** for such items (\$1,322,728.00) and **estimated construction engineering costs** (\$132,272.80). The CITY shall pay the total actual as-bid and as-built costs for these items when they are invoiced by the DEPARTMENT.
2. Within 30 days of receipt of an invoice from the DEPARTMENT, pay the entire actual design/construction invoice costs for the items that are the responsibility of the CITY.
3. Upon completion of the Project, accept ownership and all future maintenance responsibilities for all sidewalk and Non-Participating Items.

4. Designate a representative to act for the CITY under this Agreement. The representative shall be:

Thomas M. Grisa, Director of Public Works
City of Brookfield, 2000 N. Calhoun Road, Brookfield, WI 53005
262-796-6644

OTHER TERMS

1. Assignment: The parties agree that there shall be no assignment or transfer of this Agreement nor of any interests, rights or responsibilities contained herein without a written amendment agreed to by both parties.
2. Amendment: The parties, by mutual consent, may amend this Agreement in writing at any time.
3. Severability: If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.

Attachment 1: Item Description and Estimated Cost Spreadsheet

APPROVAL

This Agreement will be effective on the date of the DEPARTMENT'S signature.

CITY:
City of Brookfield

DEPARTMENT:
Waukesha County

By: _____

By: _____

Title: _____

Title: Allison Bussler
Director of Public Works

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

Address for CITY:

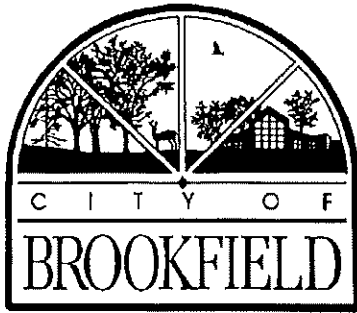
City of Brookfield
2000 N. Calhoun Road
Brookfield, WI 53005

Address for DEPARTMENT:

Waukesha County Department of
Public Works
515 W. Moreland Blvd. Room AC 210
Waukesha, WI 53188

ATTACHMENT 1

Item Number	Description	Unit	Actual Quantity	Bid Price	Extension
305.0120	BASE AGGREGATE DENSE 1 1/4-INCH	TON	3,270	\$13.00	\$42,510.00
601.0600	CONCRETE CURB PEDESTRIAN	LF	229	\$32.00	\$7,328.00
602.0410	CONCRETE SIDEWALK 5-INCH	SF	113,400	\$3.50	\$396,900.00
602.0505	CURB RAMP DETECTABLE WARNING FIELD YELLOW	SF	753	\$40.00	\$30,120.00
602.0605	CURB RAMP DETECTABLE WARNING FIELD RADIAL YELLOW	SF	228	\$50.00	\$11,400.00
654.0105	CONCRETE BASES TYPE 5	EACH	2	\$800.00	\$1,600.00
657.0205	TRANSFORMER BASES BREAKAWAY 13-15 INCH BOLT CIRCLE	EACH	2	\$425.00	\$850.00
657.0322	POLES TYPE 5 ALUMINUM	EACH	2	\$1,400.00	\$2,800.00
657.0610	LUMINAIRE ARME SINGLE MEMBER 4 1/2-INCH CLAMP 6-FOOT	EACH	4	\$200.00	\$800.00
659.1125	LUMINAIRE UTILITY LED C	EACH	4	\$425.00	\$1,700.00
SPV.0060	.04 RELOCATE EXISTING LIGHTING UNIT	EACH	2	\$1,250.00	\$2,500.00
SPV.0060	.07 VALVE EXTENSION REMOVAL	EACH	20	\$1,200.00	\$24,000.00
SPV.0060	.08 WATER SERVICE OFFSET 1.25-INCH DIA	EACH	4	\$2,500.00	\$10,000.00
SPV.0060	.09 WATER SERVICE OFFSET 2-INCH DIA	EACH	1	\$3,000.00	\$3,000.00
SPV.0060	.10 WATER MAIN OFFSET 4-INCH DIA	EACH	2	\$3,000.00	\$6,000.00
SPV.0060	.11 WATER MAIN OFFSET 6-INCH DIA	EACH	3	\$3,500.00	\$10,500.00
SPV.0060	.12 WATER MAIN OFFSET 8-INCH DIA	EACH	3	\$4,000.00	\$12,000.00
SPV.0060	.13 WATER MAIN OFFSET 12-INCH DIA	EACH	17	\$4,500.00	\$76,500.00
SPV.0060	.14 ADJUST HYDRANT	EACH	15	\$1,800.00	\$27,000.00
SPV.0060	.15 HYDRANT RELOCATION	EACH	17	\$8,000.00	\$136,000.00
SPV.0060	.16 ADJUST VALVE BOX	EACH	86	\$250.00	\$21,500.00
SPV.0060	.17 ADJUST CURB STOP	EACH	26	\$200.00	\$5,200.00
SPV.0060	.18 METER BOX COVER	EACH	6	\$400.00	\$2,400.00
SPV.0060	.19 ADJUST SANITARY MANHOLE	EACH	17	\$1,200.00	\$20,400.00
SPV.0060	.20 RECONSTRUCT SANITARY MANHOLE	EACH	41	\$4,200.00	\$172,200.00
SPV.0060	.21 SANITARY MANHOLE FRAME & CASTING	EACH	5	\$750.00	\$3,750.00
SPV.0060	.XX RECONSTRUCT WATER MANHOLE	EACH	1	\$4,200.00	\$4,200.00
SPV.0060	.XX RELOCATE CITY DECORATIVE POLE	EACH	2	\$750.00	\$1,500.00
SPV.0090	.02 6-INCH PVC WATERMAIN	LF	198	\$800.00	\$158,400.00
SPV.0090	.03 EXCAVATE AND INSTALL POLYSTYRENE INSULATION	LF	350	\$75.00	\$26,250.00
SPV.0900	.22 SANITARY MANHOLE SEAL	EACH	60	\$800.00	\$48,000.00
SPV.0105	.05 EMERGENCY VEHICLE PREEMPTION SYSTEM CTH M (NORTH AVE) & CALHOUN RD	LS	1	\$10,000.00	\$10,000.00
SPV.0105	.06 EMERGENCY VEHICLE PREEMPTION SYSTEM CTH M (NORTH AVE) & CTH YY (PILGRIM RD)	LS	1	\$10,000.00	\$10,000.00
SPV.0105	.07 EMERGENCY VEHICLE PREEMPTION SYSTEM CTH M (NORTH AVE) & N 124TH ST	LS	0.25	\$10,000.00	\$2,500.00
SPV.0105	.08 REINSTALL EMERGENCY VEHICLE PREEMPTION SYSTEM CTH M (NORTH AVE) & N 124TH ST	LS	0.25	\$4,000.00	\$1,000.00
SPV.0180	.02 POLY STYRENE INSULATION	SY	254	\$40.00	\$10,160.00
SPV.0200	.01 REBUILD SANITARY MANHOLE	VF	12.8	\$1,700.00	\$21,760.00
					\$0.00
					\$0.00
	CITY OF BROOKFIELD SUBTOTAL				\$1,322,728.00
	CONSTRUCTION ENGINEERING (10%)				\$132,272.80
	ESTIMATED CITY OF BROOKFIELD COST				\$1,455,000.80



ENGINEERING DIVISION

2000 North Calhoun Road
Brookfield, Wisconsin 53005-5095
(262) 782-9650 FAX (262) 782-1323

MEMORANDUM

TO: Public Works Board

FROM: Jason Herzog, P.E.
Project Engineer

DATE: September 12, 2019

SUBJECT: Perpetual Pedestrian and Bicycle Way Easement-
3155 N. Brookfield Rd – Brookfield Academy

As part of the approved construction plans for the bike path trail along Brookfield Rd, an easement is needed for the perpetual maintenance of the trail being constructed by the contractor.

The attached easement document and resolution provide for the acceptance of this easement.

Staff recommends approval of the resolution and the attached easement document.

City of Brookfield, Wisconsin

RESOLUTION NO. ___ of the BOARD OF PUBLIC WORKS		
Board Date: October 8, 2019	Board Action:	
Resolution to approve a perpetual pedestrian and bicycle way easement for the property at 3155 N. Brookfield Rd		
Resolution No.	Date Introduced:	Council Action:

BE IT RESOLVED that the attached **Perpetual Pedestrian and Bicycle Way Easement***, as depicted and described on Exhibit "A", between the City of Brookfield and Academy of Basic Education, Inc. dba Brookfield Academy, be approved and the proper City officials are hereby authorized and directed to sign the documents on behalf of the City.

ADOPTED BY THE COMMON COUNCIL THIS _____ DAY OF _____, 2019

Kelly S. Michaels, City Clerk

Steven V. Ponto, Mayor

* Can be viewed in the City Clerk's Office during normal working hours.

PERPETUAL PEDESTRIAN AND BICYCLE WAY EASEMENT
CITY OF BROOKFIELD, WISCONSIN

This Pedestrian and Bicycle Way Easement (this "Easement Agreement") is made as of this ____ day of _____, 2019, between Academy of Basic Education, Inc dba Brookfield Academy, hereinafter referred to as the "Grantor", and City of Brookfield, a municipal corporation located in Waukesha County, Wisconsin, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City desires to acquire a permanent and perpetual pedestrian and bicycle way easement with the right of entry in and across the property incorporated herein (the "Grantor Property") as described as follows:

Being those lands described in Trustees Deed recording in the Waukesha County Register of Deeds on March 15, 2018, as Document No. 432933, being more particularly described below:

All that part of the Southeast 1/4 of the Southeast 1 /4 of Section 8, Township 7 North, Range 20 East, in the City of Brookfield, County of Waukesha, State of Wisconsin, bounded and described as follows, to-wit: Commencing at the intersection of the South line of the North 3/4 of the South 1/2 of the Southeast 1 /4 of said Section 8, with the Section line, said point also being the center of County Trunk Highway "Y"; thence West along the South line of Killian Nettesheim's South line, 217 feet to a point; thence North, 100 feet; thence East, parallel to said South line, 217 feet to the center of said highway; thence Southerly along the center of said highway, 100 feet to the place of beginning.

ALSO, All that part of the Southeast 1/4 of Section 8, Township 7 North, Range 20 East, City of Brookfield, Waukesha County, State of Wisconsin, bounded and described as follows: Commencing at the Southeast corner of said Section 8; thence North 01° 41' 26" West along the East line of said Section 8 and right-of-way center line of County Trunk Highway "Y", Brookfield Road, 438.46 feet to the place of beginning of the land herein to be described; thence South 88° 30' 34" West, 217.00 feet; thence South 01° 41' 26" East, 100.00 feet; thence South 88° 30' 34" West along an existing fence line marking the South line of lands formerly belonging to Killian Nettesheim, 191.39 feet; thence North 01° 41' 26" West, 160 feet; thence North 88° 30' 34" East, 408.39 feet to the East line of said Section 8 and highway right-of-way center line; thence South 01°41' 26" East along said Section line and highway right-of-way center line, 60.00 feet to the place of beginning.

WHEREAS, Grantor is willing to grant certain easement rights to the City (hereinafter referred to as the "Permittees") over a portion of the Grantor Property as depicted AND legally described in Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as the "Easement Parcel") for the operation, use, maintenance and repair (including reconstruction) of a pedestrian and bicycle way path to be open to the general public (hereinafter referred to as the "Pathway") within the Easement Parcel; and

NOW, THEREFORE, in consideration of good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants and conveys unto the City a perpetual pedestrian and bicycle way easement for the construction, operation, use, maintenance and repair (including reconstruction) of a pedestrian and bicycle way path in the City of Brookfield, Waukesha County, Wisconsin, as described and/or shown as follows:

SEE EXHIBIT "A"

THE HEREINBEFORE DESCRIBED PERMANENT PEDESTRIAN AND BICYCLE WAY EASEMENT IS PART OF TAX KEY NUMBER BRC 1040-995 also known as address 3155 N Brookfield Rd.

UPON CONDITION

1. **Grant of Easement.** The Grantor hereby grants and conveys to City and Permittees, in common with others entitled to use the same, an easement (the "Easement") for the construction, operation, use by the Public, maintenance, and repair (including reconstruction) of the Pathway to be located within the Easement Parcel.
2. **Reservations.** The Easement shall be subject to the following reservations as well as the other provisions contained in this Easement Agreement. The Grantor hereby reserves the right, to make use of the Easement Parcel provided that said use does not disturb the Pathway or interfere or prevent ingress or egress thereto for the purpose of proper operation, use and necessary repair and maintenance including reconstruction thereof.
3. **Maintenance.**
 - (i) City shall be solely responsible for maintaining the Pathway within the Easement Parcel in substantially the same condition as called for in the Plan and all costs and expenses incurred in connection with maintaining the Pathway within the Easement Parcel shall be paid by City.
 - (ii) It is an express condition of the granting of the Easement that so much of the surface or sub-surface of the soil as may be disturbed in the construction, operation, use, maintenance and repair (including reconstruction) of the Pathway will, at the expense of the City, be replaced in substantially the same condition as it now is or may be, and the acceptance of the Easement by City and the installation of the Pathway shall constitute an express acceptance by City of this condition to the granting of the Easement.
 - (iii) Snow and ice control maintenance shall be performed by the City or others as provided for by current City ordinance, policy, practice and/or standards as may be amended from time to time.
4. **Future Improvements.** The Grantor shall submit plans for review and approval by the Director of Public Works of the City, or his designee, for any proposed improvement, alteration or modification, including the placement of trees and shrubs, that Grantor would like to complete in the easement area. Other than compliance with City

10. **Counterparts and Signature Pages.** This Easement Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Easement Agreement may be executed and notarized on separate pages, and when attached to this Easement Agreement shall constitute one complete document.
11. **Amendments.** This Easement Agreement includes the Parties entire understanding with respect to the subject matter hereof, and any modification of this Easement Agreement shall be binding only if evidenced by a written instrument executed on behalf of both parties in recordable form.

IN WITNESS WHEREOF, first party has executed this indenture the day and year first above written.

GRANTOR: Sharon Koenings

By: Sharon Koenings
Authorized Representative

Title: Brookfield Academy Head of School

STATE OF WISCONSIN)
) SS.
WAUKESHA COUNTY)

Personally came before me this 18 day of June, 2019 the above named Sharon Koenings, Brookfield Academy Head of School, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Olivia Buczak
Notary Public

Waukesha County, Wisconsin
My Commission Expires: 12/2/2022

Accepted Pursuant to the Authority of Common Council on the ___ day of _____, 2019.

Steven V. Ponto, Mayor

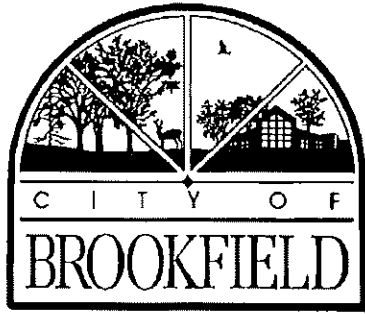
Kelly S. Michaels, City Clerk

STATE OF WISCONSIN)
) SS.
WAUKESHA COUNTY)

Personally came before me this ___ day of _____, 2019, the above Steven V. Ponto and Kelly S. Michaels, Mayor and City Clerk, respectively, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public

Waukesha County, Wisconsin
My Commission Expires: _____



ENGINEERING DIVISION

2000 North Calhoun Road
Brookfield, Wisconsin 53005-5095
(262) 782-9650 FAX (262) 782-1323

MEMORANDUM

TO: Board of Public Works

FROM: Natalie Schneider, P.E. *NS*
Project Engineer

DATE: October 3, 2019

SUBJECT: Perpetual Storm Sewer & Drainage Easement
The Shire - Addition No. 2 Subdivision – Misty Mountain Parkway

As part of the approved construction plans for The Shire - Addition No. 2 being subdivided by NFI Properties, LLC, a new easement is needed for the perpetual maintenance of storm sewer and drainage being constructed by the Subdivider.

The attached easement document and resolution provide for the acceptance of this easement.

Staff recommends approval of the resolution and the attached easement document.

RESOLUTION NO. ____ of the BOARD OF PUBLIC WORKS		
Board Date: October 8, 2019	Board Action:	
Resolution to approve a perpetual storm sewer and drainage easement for The Shire - Addition No. 2 Subdivision located at Misty Mountain Parkway		
Public Hearing:	Date Introduced:	Council Action:

WHEREAS, it is in the best interest of the City of Brookfield to approve the attached **Perpetual Storm Sewer and Drainage Easement*** as depicted and described on Exhibit "A" between the City of Brookfield and **NFI Properties, LLC**, for The Shire - Addition No. 2 subdivision located at Misty Mountain Parkway, and

WHEREAS, the City of Brookfield Board of Public Works considered the **Perpetual Storm Sewer and Drainage Easement** as depicted and described on Exhibit "A" between the City of Brookfield and **NFI Properties, LLC**, for The Shire - Addition No. 2 subdivision located at Misty Mountain Parkway at its meeting held on October 8, 2019 and recommends approval thereof, now therefore

BE IT RESOLVED, by the Common Council of the City of Brookfield that approve the **Perpetual Storm Sewer and Drainage Easement** as depicted and described on Exhibit "A" between the City of Brookfield and **NFI Properties, LLC**, for The Shire - Addition No. 2 subdivision located at Misty Mountain Parkway, and

BE IT FURTHER RESOLVED, that the proper City official(s) be hereby authorized and directed carry out the council's action (if required).

Adopted by the Common Council this _____ day of _____, 2019

Approved:

Steven V. Ponto, Mayor

Attested by:

Kelly Michaels, City Clerk

*Can be viewed in the City Clerk's Office during normal working hours.

PERPETUAL STORM SEWER & DRAINAGE EASEMENT
CITY OF BROOKFIELD, WISCONSIN

This indenture made this _____ day of _____, 2019, by and between **NFI Properties LLC**, Grantor, and the City of Brookfield, a municipal corporation located in Waukesha County, Wisconsin, hereinafter referred to as the "City",

WITNESSETH:

WHEREAS, Grantor owns certain real property (Property) located in the City and legally described as:

Lot 39 of Shire Add. No. 2, being a re-division of all of Outlot 11 and Outlot 12 of The Shire, located in a part of the SE 1/4 and SW 1/4 of the SE 1/4 of Section 20, Township 7 North, Range 20 East, City of Brookfield, Waukesha County, Wisconsin

also known by Tax Key Number _____ :

WHEREAS, the City desires to acquire a permanent and perpetual storm sewer and drainage easement as shown on the attached Exhibit with the right of entry in and across the Property.

NOW, THEREFORE, in consideration of good and valuable consideration, receipt of which is hereby acknowledged and the conditions specified herein, Grantor grants and conveys unto City a perpetual storm sewer and drainage easement for the construction, operation, use, maintenance, repair, and reconstruction of a drainage way and storm sewer in the City of Brookfield, Waukesha County, Wisconsin, through the following easement area:

SEE ATTACHED EXHIBIT "A"

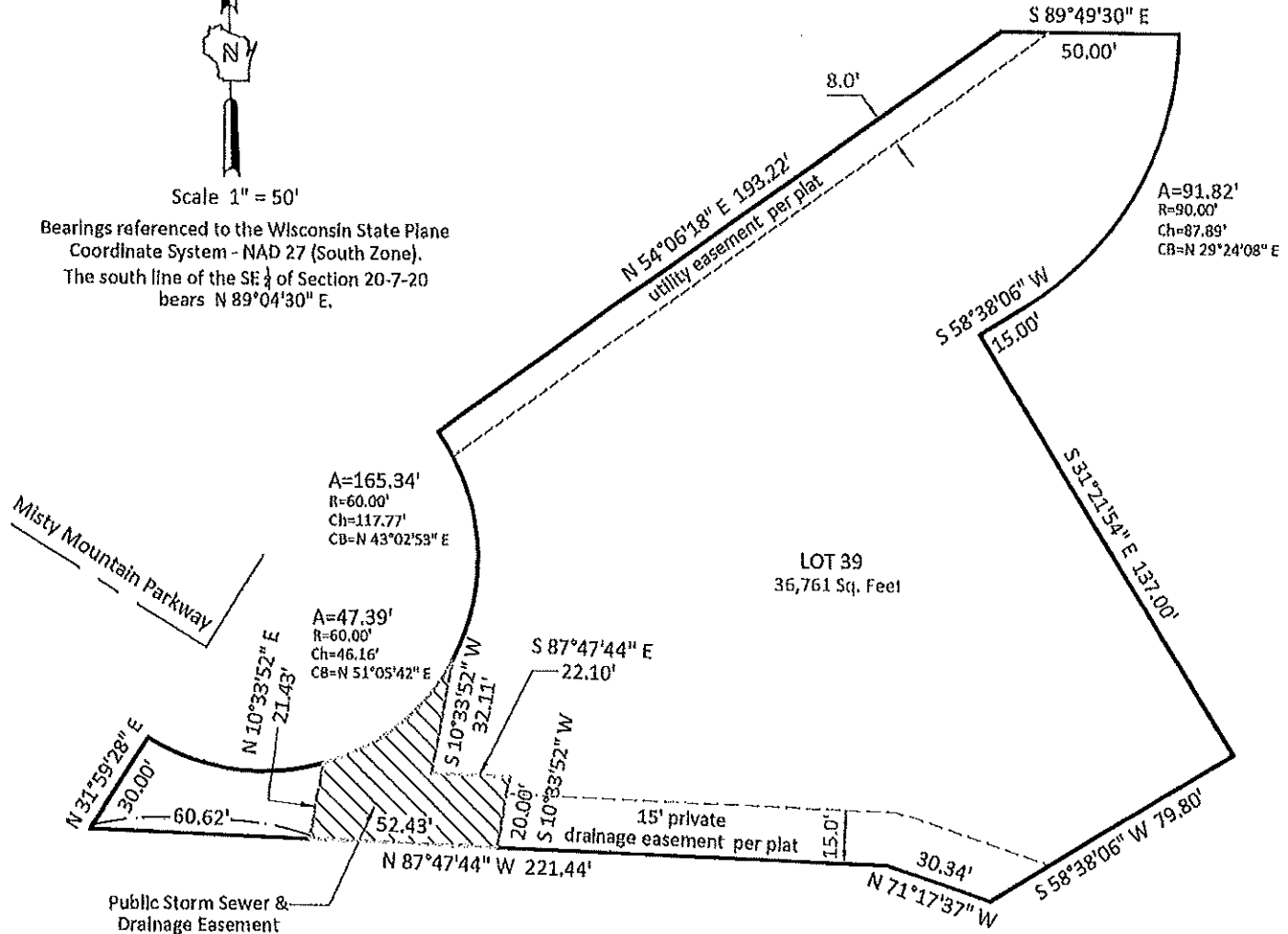
EXHIBIT "A"

PERPETUAL STORM SEWER & DRAINAGE EASEMENT CITY OF BROOKFIELD, WI.



Scale 1" = 50'

Bearings referenced to the Wisconsin State Plane
Coordinate System - NAD 27 (South Zone).
The south line of the SE 1/4 of Section 20-7-20
bears N 89°04'30" E.



Legal Description; Public Storm Sewer & Drainage Easement:
All that part of Lot 39, The Shire Add. No. 2, being a re-division of all of Outlot 11 and Outlot 12 of The Shire, located in a part of the SE 1/4 and SW 1/4 of the SE 1/4 of Section 20, Township 7 North, Range 20 East, City of Brookfield, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of Lot 39; thence S 87°47'44" E along the southerly line of said Lot 39, 60.62 feet to the point of beginning; thence N 10°33'52" E, 21.43 feet to a point on the right of way of Misty Mountain Parkway; thence along said right of way and the arc of a curve to the left 47.39 feet, whose radius is 60.00 feet and whose chord bears N 51°05'42" E, 46.16 feet; thence S 10°33'52" W, 32.11 feet; thence S 87°47'44" E, 22.10 feet; thence S 10°33'52" W, 20.00 feet to a point on the southerly line of said Lot 39; thence N 87°47'44" W along said southerly line, 52.43 feet to the point of beginning.
Easement as described contains 1,397 sq. ft.