

OFFICIAL NOTICE AND AGENDA OF A COMMON COUNCIL MEETING

NOTICE IS HEREBY GIVEN THAT A REGULARLY SCHEDULED 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 (DISCUSSED AND/OR ACTED UPON).

Date and Time: Tuesday, April 21, 2020, at 7:00 pm

Location: **Virtual remote meeting via Zoom platform – public access to the meeting as follows:**

Webinar link:

<https://zoom.us/j/91782753586?pwd=TytITVNTbElUUUxTM3pKNXFKQlZVQT09>

Password: 950871

Telephone access:

Dial +1 312 626 6799

Webinar ID: 917 8275 3586

Members: ***WELCOME NEW ALDERMEN of the 34TH COMMON COUNCIL!*** Daniel Sutton, Bill Carnell, Bob Reddin, Rick Owen, newly elected Jenna Meza, Jeff McCarthy, newly elected Mike Hallquist, Mark Nelson, Gary Mahkorn, Scott Berg, Christopher Blackburn, Jerry Mellone, newly elected Kathryn Wilson, Brad Blumer (Number of Members needed to meet quorum requirements: 10)

Call to Order: BY MAYOR STEVEN V. PONTO / CHAIR OF THE COMMON COUNCIL

Public Comment: ***Attention Citizens:*** The Council has reserved up to 15 minutes for the public to address the Council on any matter, other than for a public hearing listed below (if applicable). To address the Council, please complete a “public comment sign up” form and submit it to the City Clerk prior to the meeting or indicate your inclination to address the Council upon the Chair’s announcement of the public comment segment of the agenda. If the Chair determines that no one is present or that no one else wishes to address the Council, the Chair may end the segment earlier than the allotted time. For public hearings, comments can be made at the time of the public hearing segment of the agenda when the Chair recognizes the speaker. **NOTE: DUE TO THE CURRENT GATHERING RESTRICTIONS AND ORDERS OF GOVERNOR EVERS RELATIVE TO COVID-19, THE PUBLIC COMMENT PERIOD HAS BEEN SUSPENDED FOR VIRTUAL MEETINGS. CITIZENS SHOULD SUBMIT ANY COMMENTARY TO THE FOLLOWING EMAIL ADDRESS: cityhall@ci.brookfield.wi.us**

Announcement: The next regularly scheduled meeting of the Common Council is Tuesday, May 5, 2020 at 7:00 pm (subject to change).

Roll Call/Pledge of Allegiance: Calling of the roll followed by the Pledge of Allegiance.

Public Hearing: None.

Non-Consent Agenda:

1. Election of **Council President**.

Consent Agenda: *Note that prior to voting on the consent agenda, items may be removed at the request of any Alderman and placed in the Non-Consent segment immediately following action on the consent agenda.*

2. Minutes of the March 17, 2020, meeting of the Common Council
3. Minutes of the April 7, 2020, meeting of the Common Council

Legislative & Licensing Committee

4. **Resolution** approving the applicants for Original Bartender/Operator licenses: Anthony E. Bieri, Nichole L. Damijan, Linda M. Gebhard, Carol A. Honeyager, Alexandria E. Heyer, Ashlee N. Knier, Kasey R. McCuen, Michael S. Niebuhr, Amber L. Osness, Maritta C. Peterson, Gretchen M. Schlueter, Emily M. Smith, Ali N. Sowiejka, Courtney R. Vohs.
5. **Resolution** approving an Original Bartender/Operator license for an applicant with a record: Jeremy M. Calhoun.
6. **Resolution** approving an Original Class B Beer and Liquor license: Luma LLC, d/b/a: Lou Malnati's, 15795 W. Bluemound Road, Agent: Amit M. Klass.
7. **Resolution** approving an Original Class B Beer and Liquor license: Elite Brookfield LLC, d/b/a: Elite Sports Club Brookfield, 13825 W. Burleigh Road, Agent: Anthony E. Bieri.
8. **Resolution** approving the Original Class B Beer license: North Central Management Inc., d/b/a: Brookfield Conference Center, 325 S. Moorland Road, Agent: Carl J. Allen.

Board of Public Works

9. **Resolution** awarding the 2020 Road Resurfacing Project #R-20-01 to **Payne & Dolan Inc.** for \$1,447,323.00.
10. **Resolution** awarding the 2020 Road Surface Treatment Project #R-20-02 to **Fahrner Asphalt Sealers** for \$135,830.00.

Water & Sewer Board

11. **Resolution** awarding the FRWPCC Primary Clarifier Rehabilitation Project #WW-20-02 to **Staab Construction Corporation** for \$787,000.00.
12. **Resolution** awarding the contract for the 2020 Water Main Relay #W-20-02 to **Wood Sewer and Excavating Inc.** for \$1,923,238.00.
13. **Resolution** approving a perpetual water main **easement** for water main for North Shore Bank located at 15830 W. Capitol Drive.

NON-Consent Agenda: Items Removed from Consent (if applicable):

14. Act on any items removed from the consent agenda as necessary.

Council as a Whole

15. **Vouchers** exceeding \$50,000 requiring immediate action.
16. **Resolution** approving the applicants for Original Bartender/Operator licenses: Salunba C. Bruno, James M. Burk, Linda E. Hamilton, Scott A. Hill, Nicole E. Lueck, Cindy R. Sanders, Leah Y. Schwechel, Catherine Seitz, Mattison N. Taddei, Christopher L. Woodley.
17. **Resolution** approving the granting of a **Utility Easement Agreement** to Cellco Partnership, d/b/a Verizon Wireless, at **4040 N. Calhoun Road (Calhoun Road Water Tower)**.
18. Mayor's assignment of legislative referrals and requests for services.

19. Adjournment

STEVEN V. PONTO, MAYOR

KELLY MICHAELS, CITY CLERK

POSTED: APRIL 17, 2020 @ 2 PM

Any person who has a qualifying disability as defined by the Americans with Disability Act that requires the meeting or materials to be in an accessible location or format, may 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.

Mark S. Nelson

2450 Keats Drive, Brookfield, WI 53045

262.797.8503

milwnelson@aol.com

April 16, 2020

Dear Fellow Aldermen,

Congratulations to all returning aldermen who prevailed in their respective elections and congratulations and welcome to our newest Common Council members – Jenna Meza, Mike Hallquist and Kathryn Wilson.

At the April 21, 2020, Common Council meeting we will select the Alderman who will serve as Council President for the next two years. I have had the honor of serving in that capacity for the past several years, and am seeking re-election to that position. Your support in the upcoming vote would be appreciated.

If elected, as in the past, I will work with the Mayor to compile a slate of aldermanic committee appointments. Before making the Committee appointments, we will seek your input and preferences, and will address any concerns you might have about the Committee appointment process.

I believe I have faithfully served you and the City as an Alderman and as the Council President. If re-elected as Council President I will strive to demonstrate positive leadership as we go about our duties for the City. It would be a privilege and honor to continue serving as your Council President.

If you have any questions please do not hesitate to contact me.

Thank you.



Mark S. Nelson
Alderman, Fourth District

RESOLUTION # _____ OF THE CITY OF BROOKFIELD, WISCONSIN

Committee: Legislative & Licensing
Committee Date: March 17, 2020
Committee Action: Approved 3-0

Public Hearing: n/a
Council Date: April 21, 2020
Council Action:

Original Bartender/Operator Licenses for the listed applicants.

WHEREAS, the Legislative & Licensing Committee of the City of Brookfield has recommended approval of Original Bartender/Operator Licenses for the listed applicants who have met the applicable qualifications of Chapter 125 of the Wisconsin Statutes and Brookfield Municipal Code.

BE IT RESOLVED, by the Common Council of the City of Brookfield that it hereby affirms the recommendation of the Legislative and Licensing Committee to grant the licenses.

Bieri, Anthony E.
Damijan, Nichole L.
Gebhard, Linda M.
Honeyager, Carol A.
Heyer, Alexandria E.
Knier, Ashlee N.
McCuen, Kasey R.

Niebuhr, Michael S.
Osness, Amber L.
Peterson, Maritta C.
Schlueter, Gretchen M.
Smith, Emily M.
Sowieja, Ali N.
Vohs, Courtney R.

Adopted this by the Common Council this _____ day of _____, 2020

Approved:

Mayor Steven V. Ponto

Attested:

Kelly Michaels, City Clerk

RESOLUTION # ____-20 OF THE CITY OF BROOKFIELD, WISCONSIN

Committee: **Legislative & Licensing**
Committee Date: **March 17, 2020**
Committee Action: Approved 3-0

Public Hearing: n/a
Council Date: **April 21, 2020**
Council Action:

*Original Bartender/Operator License for an applicant with a record:
Jeremy M. Calhoun*

WHEREAS, the Legislative and Licensing Committee of the City of Brookfield has recommended approval of an Original Bartender/Operator License for the following applicant with a record: Jeremy M. Calhoun.

BE IT RESOLVED, by the Common Council of the City of Brookfield that it hereby affirms the recommendation of the Legislative and Licensing Committee to grant the license.

Adopted by the Common Council this _____ day of _____, 2020.

Approved:

Mayor Steven V. Ponto

Attested:

Kelly Michaels, City Clerk

Publication Date:

RESOLUTION # _____ OF THE CITY OF BROOKFIELD, WISCONSIN

Committee: Legislative & Licensing
Committee Date: March 17, 2020
Committee Action: Approved 3-0

Public Hearing: n/a
Council Date: April 21, 2020
Council Action:

Original Class B Beer and Liquor License: Luma LLC, d/b/a: Lou Malnati's, 15795 W. Bluemound Road, Agent: Amit M. Klass

WHEREAS, the Legislative & Licensing Committee of the City of Brookfield has recommended approval of an Original Class B Beer and Liquor License for the following applicant who has met the applicable qualifications of Chapter 125 of the Wisconsin Statutes and Brookfield Municipal Code.

BE IT RESOLVED, by the Common Council of the City of Brookfield that it hereby affirms the recommendation of the Legislative and Licensing Committee to grant the license.

Luma LLC; d/b/a: Lou Malnati's
15795 W. Bluemound Road; Agent: Amit M. Klass

Adopted this by the Common Council this _____ day of _____, 2020

Approved:

Mayor Steven V. Ponto

Attested:

Kelly Michaels, City Clerk

RESOLUTION # _____ OF THE CITY OF BROOKFIELD, WISCONSIN

Committee: Legislative & Licensing
Committee Date: March 17, 2020
Committee Action: Approved 3-0

Public Hearing: n/a
Council Date: April 21, 2020
Council Action:

*Original Class B Beer and Liquor License: Elite Brookfield LLC,
d/b/a: Elite Sports Club Brookfield, 13825 W. Burleigh Road, Agent:
Anthony E. Bieri*

WHEREAS, the Legislative & Licensing Committee of the City of Brookfield has recommended approval of an Original Class B Beer and Liquor License for the following applicant who has met the applicable qualifications of Chapter 125 of the Wisconsin Statutes and Brookfield Municipal Code.

BE IT RESOLVED, by the Common Council of the City of Brookfield that it hereby affirms the recommendation of the Legislative and Licensing Committee to grant the license.

Elite Brookfield LLC; d/b/a: Elite Sports Club Brookfield
13825 W. Burleigh Road; Agent: Anthony E. Bieri

Adopted this by the Common Council this _____ day of _____, 2020

Approved:

Mayor Steven V. Ponto

Attested:

Kelly Michaels, City Clerk

RESOLUTION # _____ OF THE CITY OF BROOKFIELD, WISCONSIN

Committee: Legislative & Licensing
Committee Date: March 17, 2020
Committee Action: Approved 3-0

Public Hearing: n/a
Council Date: April 21, 2020
Council Action:

*Original Class B Beer License: North Central Management, Inc,
d/b/a: Brookfield Conference Center, 325 S. Moorland Road, Agent:
Carl J. Allen*

WHEREAS, the Legislative & Licensing Committee of the City of Brookfield has recommended approval of an Original Class B Beer License for the following applicant who has met the applicable qualifications of Chapter 125 of the Wisconsin Statutes and Brookfield Municipal Code.

BE IT RESOLVED, by the Common Council of the City of Brookfield that it hereby affirms the recommendation of the Legislative and Licensing Committee to grant the license.

North Central Management: d/b/a: Brookfield Conference Center
325 S. Moorland Road; Agent: Carl J. Allen

Adopted this by the Common Council this _____ day of _____, 2020

Approved:

Mayor Steven V. Ponto

Attested:

Kelly Michaels, City Clerk

RESOLUTION NO. ____ of the BOARD OF PUBLIC WORKS		
Board Date: April 14, 2020	Board Action: 5-0	
Resolution awarding the contract for the 2020 Road Resurfacing Project #R-20-01 to Payne & Dolan for \$1,447,323.00.		
Public Hearing: na	Date Introduced: April 21, 2020	Council Action:

WHEREAS, the Board of Public Works on April 9, 2020 received bids for the 2020 Road Resurfacing Project No. R-20-01; and

WHEREAS, the bids received are shown on the tabulation sheet attached hereto and incorporated by reference and marked Exhibit "A"*; and

WHEREAS, the Board of Public Works duly determined that the lowest responsible bidder was as follows:

Payne and Dolan, Incorporated
N3 W23650 Badinger Road
Waukesha, WI

in the amount of \$1,447,323.00

BE IT RESOLVED that the said contract is hereby awarded to Payne & Dolan, Inc. in the amount of \$1,447,232.00 and the proper City officials are hereby authorized and directed to sign the contract on behalf of the City of Brookfield.

ADOPTED BY THE COMMON COUNCIL THIS _____ DAY OF _____, 2020

Approved:

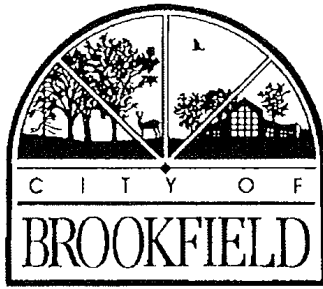
Attested:

Steven V. Ponto, Mayor

Kelly Michaels, City Clerk

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

Item 5a



ENGINEERING DEPARTMENT

2000 N. CALHOUN ROAD

BROOKFIELD, WI 53005

Ph. 262.787.3919 Fax. 262.782.1323

MEMO

TO: BOARD OF PUBLIC WORKS
FROM: Jason Herzog, P.E. - Construction Manager
SUBJECT: 2020 Road Resurfacing Project No. R-20-01
DATE: April 9, 2020

Requested Action: Staff recommends that the Common Council award the 2020 Road Resurfacing Project No. R-20-01 to Payne and Dolan, Inc. whose bid was \$1,447,323.00.

Fiscal Impact:	Construction Contract	\$1,447,323.00
	Contingency	\$60,000.00
	Construction Inspection	<u>\$20,000.00</u>
	TOTAL	\$1,527,323.00

Source of Funds:	Road Resurfacing Account 04500009 606000	\$1,325,000.00
	Curb & Gutter Account 04500009 605000	\$50,000.00
	<u>Inflow/Infiltration Rehab 40181033 836000</u>	<u>\$200,000.00</u>
	TOTAL	\$1,575,000.00

Rationale: This project consists of the rehabilitation of various City streets, as shown on the City's Five Year Paving Program for the year 2020. Methods of rehabilitation include pulverize and overlay, mill and overlay, and overlay of streets on the 2020 schedule. Through this project, the City will resurface 6.00 miles of streets, and rehabilitate approximately 150 sanitary sewer manholes.

Recent Contractor Work History: Payne and Dolan has constructed the City's Road Resurfacing Project numerous times over the past 15 years. Staff has had a positive working experience with this contractor, who is well organized, professionally managed and has proven to be very capable of performing this type of work.

EXHIBIT "A"

2020 Road Resurfacing Project No. R-20-01

Bid Opening Date: April 9, 2020
Engineer's Estimate: \$1,650,000.00

Bid Tabulation:

CONTRACTOR	BID
1. Payne & Dolan	\$1,447,323.00
2. Stark Asphalt	\$1,555,945.00
3. Wolf Paving	\$1,714,773.00

RESOLUTION NO. ____ of the BOARD OF PUBLIC WORKS		
Board Date: April 14, 2020	Board Action:	
Resolution awarding the contract for the 2020 Road Surface Treatment Project #R-20-02 to Fahrner Asphalt Sealers for \$135,830.00.		
Public Hearing:	Date Introduced:	Council Action:

WHEREAS, the Board of Public Works on April 9, 2020 received bids for the 2020 Road Surface Treatment Project No. R-20-02; and

WHEREAS, the bids received are shown on the tabulation sheet attached hereto and incorporated by reference and marked Exhibit "A"*; and

WHEREAS, the Board of Public Works duly determined that the lowest responsible bidder was as follows:

Fahrner Asphalt Sealers
316 Raemisch Rd
Waunakee, WI. 53597

in the amount of \$135,830.00

BE IT RESOLVED that the said contract is hereby awarded to Fahrner Asphalt Sealers in the amount of \$135,830.00 and the proper City officials are hereby authorized and directed to sign the contract on behalf of the City of Brookfield.

ADOPTED BY THE COMMON COUNCIL THIS _____ DAY OF _____, 2020

Approved:

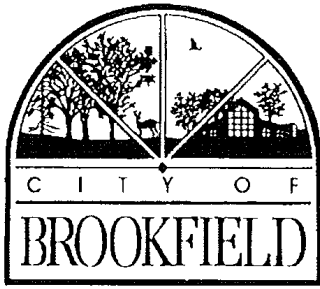
Attested:

Steven V. Ponto, Mayor

Kelly Michaels, City Clerk

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

Item 5b



ENGINEERING DEPARTMENT

2000 N. CALHOUN ROAD

BROOKFIELD, WI 53005

Ph. 262.787.3919 Fax. 262.782.1323

MEMO

TO: BOARD OF PUBLIC WORKS
FROM: Jason Herzog, P.E. - Construction Manager
SUBJECT: 2020 Road Surface Treatment Project No. R-20-02
DATE: April 9, 2020

Requested Action: Staff is requesting approval of the lowest bid received for the 2020 Road Surface Treatment Project No. R-20-02. The lowest responsible bidder for this project is Fahrner Asphalt Sealers whose bid was \$135,830.00.

Fiscal Impact:	Construction Contract	\$135,830.00
	Contingency	\$9,000.00
	Paving Inspection	\$2,500.00
	TOTAL	\$147,330.00

Source of Funds: Road Resurfacing Account 04500009 606000 \$150,000.00

Rationale: Through this project, the City will treat approximately 3.5 miles of streets with a micro surface seal to preserve and extend the life to the existing asphalt roads.

Recent Contractor Work History: This is the first contract with Fahrner Asphalt Sealers for this type of work, although they have worked for the City of Brookfield in the past couple years on different types of work and have had a positive experience. They have performed this surface treatment throughout the State of Wisconsin.

EXHIBIT "A"

2020 Road Surface Treatment Project No. R-20-02

Bid Opening Date: April 9, 2020

Engineer's Estimate: \$141,000.00

Bid Tabulation:

<u>CONTRACTOR</u>	<u>BID</u>
1. Fahrner Asphalt Sealers, Inc	\$135,830.00
2. Struck & Irwin Paving	\$157,450.00

RESOLUTION # _____ OF THE CITY OF BROOKFIELD, WISCONSIN

Committee: Water and Sewer Board
Committee Date: April 14, 2020
Committee Recommendation:

Public Hearing: n/a
Council Date:
Council Action:

Award of FRWPCC Primary Clarifier Rehabilitation project #WW-20-02

WHEREAS, the Water and Sewer Board received five bids on April 9, 2020 for the FRWPCC Primary Clarifier Rehabilitation project #WW-20-02, and

WHEREAS, the values of the bids received are shown on the sheet attached hereto, and

WHEREAS, the Water and Sewer Board has duly determined that the lowest responsible bidder was from Staab Construction Corporation in the amount of \$787,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Brookfield that the contract for the FRWPCC Primary Clarifier Rehabilitation project is hereby awarded to Staab Construction Corporation in the amount in the amount of \$787,000.00, and

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

Adopted this [insert day] day of [insert month], [insert year].

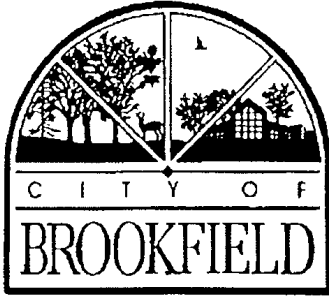
Approved:

Mayor Steven V. Ponto

Attested:

City Clerk Kelly Michaels

Item Sa



DIRECTOR OF PUBLIC WORKS

Thomas M. Grisa, P.E.

2000 North Calhoun Road

Brookfield, Wisconsin 53005-5095

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

MEMORANDUM

TO: Common Council

FROM: Tom Grisa

SUBJECT: Primary Clarifier Rehabilitation project

DATE: April 9, 2020

The attached resolution awards the construction contract to Staab Construction Corporation for rehabilitation of the primary clarifiers at the Fox River Water Pollution Control Center. Five bids were received as outlined in the award recommendation memo from Donohue & Associates, Inc., the City's design consultant for this project. After careful scrutiny of each bid Donohue and we recommend award of a contract to Staab Construction Corporation perform this work for their bid price of \$787,000.

The City had budgeted \$1,510,000 for this project.



April 9, 2020

Mr. Thomas M. Grisa
 Director of Public Works
 City of Brookfield
 2000 North Calhoun Road
 Brookfield, WI 53005-5095

Re: Letter of Recommendation and Contract Award
 Fox River Water Pollution Control Center
 Primary Clarifier Rehabilitation Project
 Project No. WW-20-02

Dear Mr. Grisa,

According to the Official Notice to Bidders, sealed bids for the above-referenced project were received on Thursday, April 9, 2020 at 10:00 a.m. and then opened and read aloud. Copies of the submitted bids were made and forwarded to Nathan Cassity (Donohue) for further review. Five bids were received. The Bid Tabulation is provided in the table below. Donohue reviewed the bids and has found no errors in the way they were filled out and completed.

Bid Tabulation					
Bid Opening	1	2	3	4	5
Company Name	Staab	FabTech	Sabel Mechanical	August Winter	RebuildIt
Lump-Sum Base Bid Price (\$)	\$787,000	\$836,000	\$980,130	\$1,192,200	\$1,216,457
Injection Grout Unit Price (\$/LF)	\$125	\$80	\$60	\$96	\$57
Signed Addenda (1 issued)	Yes	Yes	Yes	Yes	Yes
Bid Security	Yes	Yes	Yes	Yes	Yes
Subcontractor Listing Provided	Yes	Yes	Yes	Yes	Yes
Bid Executed	Yes	Yes	Yes	Yes	Yes

The low bid was submitted by Staab Construction Corporation of Marshfield, WI, in the amount of \$787,000. Donohue’s opinion of the probable construction cost for the project was \$1,310,000. The low bid amount was approximately \$500,000 (38%) lower than our estimate of probable construction cost.

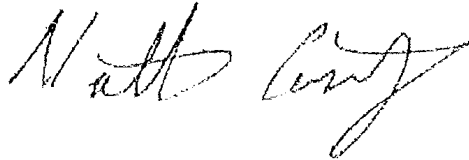
It is our opinion that the low bidder, Staab Construction Corporation, submitted a responsive bid and is also qualified and capable of performing the work as specified. It is therefore Donohue’s recommendation to award the project to Staab Construction Corporation for \$787,000.

We are presenting this evaluation and recommendation for your review and consideration and will be pleased to answer any questions you have concerning the information provided herein.

Mr. Tom Grisa
Page 2 | April 9, 2020

If all is acceptable to you, and after a contract award is made, please sign and date the attached Notice of Award and scan and e-mail it back to me.

Sincerely,

A handwritten signature in black ink, appearing to read "Nathan Cassity". The signature is fluid and cursive, with the first name "Nathan" written in a larger, more prominent script than the last name "Cassity".

Nathan Cassity, P.E.
Project Manager

Enclosures: Notice of Award

Copy: Rick Wenzel, Brookfield
Ryan Holzem, Donohue

NOTICE OF AWARD

DATED: April 22, 2020

TO: Staab Construction Corporation
1800 Laemle Avenue
Marshfield, WI 54449

CONTRACT:

City of Brookfield
Fox River Water Pollution Control Center
Primary Clarifier Rehabilitation Project
WW-20-02

You are notified that your Bid dated April 9, 2020 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for providing the total Work of the Contract.

The Contract Price of your Contract is Seven Hundred Eighty Seven Thousand Dollars (\$787,000).

One PDF copy of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award, which is by May 7, 2020.

1. Deliver to the Owner PDF files of the fully executed counterparts of the Contract Documents. The Contract Documents must bear your signature on the appropriate page of the Agreement.
2. Deliver with the executed Contract Documents the Performance Bond as specified in the Contract Documents.
3. Deliver with the executed Contract Documents the certificates of insurance (with a copy to each additional insured) which you are required to purchase and maintain in accordance with the Contract Documents.

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid in default, to annul this Notice of Award, and to declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Brookfield

(OWNER)

(AUTHORIZED SIGNATURE)

(TITLE)

Copy: Engineer

RESOLUTION NO. ____ of the WATER AND SEWER BOARD		
Board Date: April 14, 2020	Board Action:	
Resolution awarding the contract for the 2020 Water Main Relay, W-20-02 to Wood Sewer and Excavating, Inc. for \$1,923,238.00.		
Public Hearing:	Date Introduced:	Council Action:

WHEREAS, the Water and Sewer Board on April 2, 2020 received bids for the 2020 Water Main Relay Project No. W-20-02; and

WHEREAS, the bids received are shown on the tabulation sheet attached hereto and incorporated by reference and marked Exhibit "A"*; and

WHEREAS, the Water and Sewer Board duly determined that the lowest responsible bidder was as follows:

**Wood Sewer and Excavating, Inc.
E9238 County Road X
New London, WI 54961**

in the amount of \$1,923,238.00

NOW, THEREFORE, BE IT RESOLVED that the said contract is hereby awarded to Wood Sewer and Excavating, Inc. in the amount of \$1,923,238.00 and the proper City officials are hereby authorized and directed to sign the contract on behalf of the City of Brookfield.

Adopted by the Common Council this _____ day of _____, 2020.

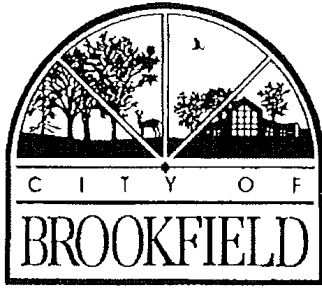
APPROVED:

ATTESTED:

Steven V. Ponto, Mayor

Kelly Michaels, City Clerk

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



ENGINEERING DEPARTMENT
 2000 N. CALHOUN ROAD
 BROOKFIELD, WI 53005
 Ph. 262.787.3919 Fax. 262.782.1323

MEMO

TO: BOARD OF PUBLIC WORKS
 FROM: Dan Erickson, P.E. - Project Manager
 SUBJECT: Award of 2020 Water Main Relay, Project No. W-20-02
 DATE: April 9, 2020

Requested Action: Staff recommends that the Common Council award the 2020 Water Main Relay to Wood Sewer and Excavating, Inc. in the amount of \$1,923,238.

Fiscal Impact:	Construction Contract	\$ 1,923,238.00
	Engineering & Survey (8%)	153,900.00
	Inspection (6%)	115,400.00
	Project Administration (1.5%)	28,900.00
	<u>Contingency (3%)</u>	<u>57,762.00</u>
	TOTAL	\$ 2,279,200.00

Source of Funds:	CIP Account No. 50198009 703920 W2099	\$ 2,000,000
	Water Utility Reserve Fund (2020 Replace Failing Water Mains)	\$ 279,200
	TOTAL	\$ 2,279,200

Rationale: This project includes the construction of approximately 9,900 feet of 8-inch water main located in the southeastern corner of the City (see attached map). This project is part of the City's on-going water main replacement program.

Work History: Wood Sewer and Excavating, Inc. previously worked on the 2018 Water Main Relay project. Wood Sewer and Excavating, Inc. completed the contract according to the contract documents. There was a few issues with them wrapping up prior to the contract completion date.

EXHIBIT "A"

2020 Water Main Relay
W-20-02

Bid Opening Date: April 2, 2020
Engineer's Estimate: \$ 2,241,660.00

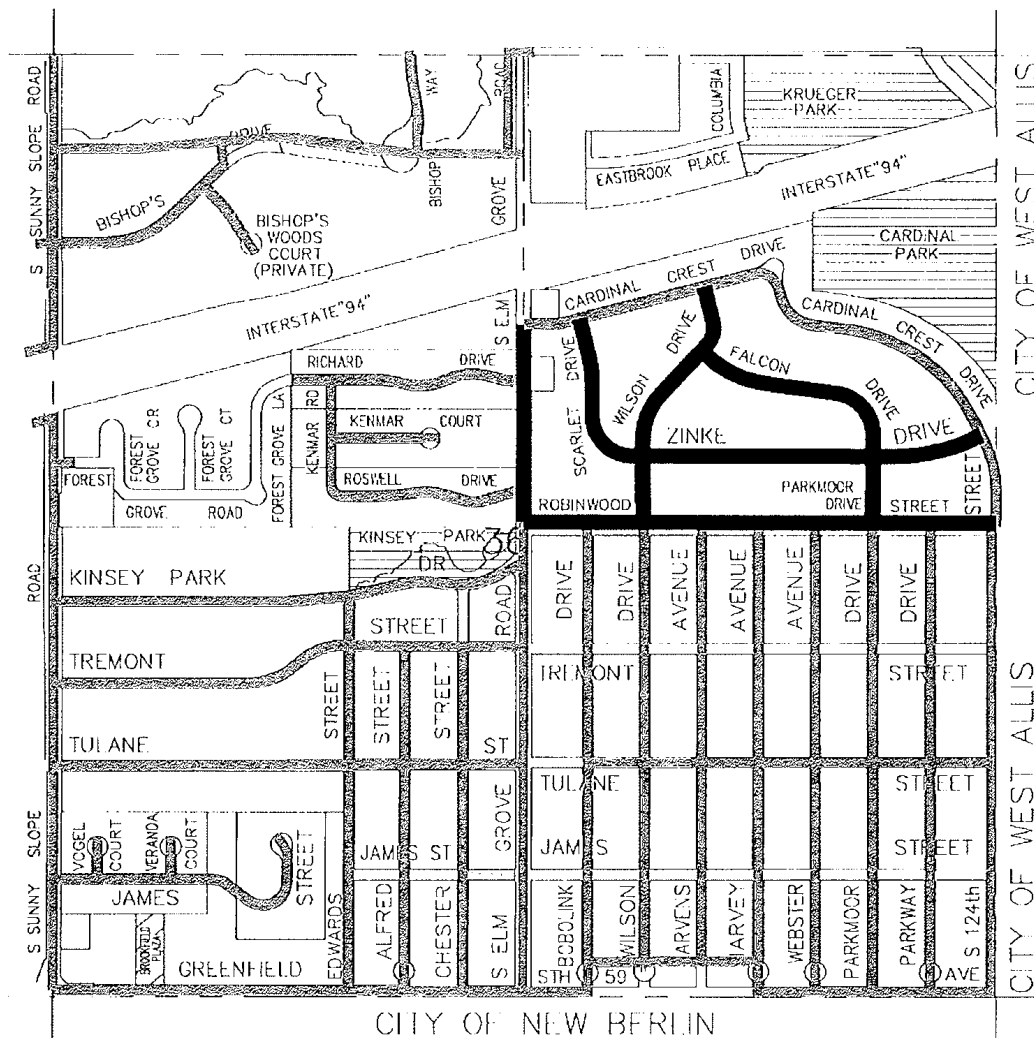
Bid Tabulation:

CONTRACTOR	BID
1. Wood Sewer & Excavating, Inc.	\$1,923,238.00
2. UPI Construction, LLC	\$1,998,462.00
4. MJ Construction, Inc.	\$2,058,186.00
5. PTS Construction, Inc.	\$2,162,447.00
6. Globe Contractors, Inc.	\$2,238,516.00
7. Advance Construction, Inc.	\$2,316,676.00
8. American Sewer Services, Inc.	\$2,372,280.00
9. Mid City Corporation	\$2,777,169.00

CITY OF BROOKFIELD

2020 WATERMAIN RELAY

 EXISTING WATERMAIN
 PROPOSED WATERMAIN



J:\LIBBY\Watermain Sketches\2020 WM SKETCH\2020WATERMAIN SKETCH.dwg Shari Libby April 8, 2020

RESOLUTION # _____ OF THE CITY OF BROOKFIELD, WISCONSIN

Committee: Water & Sewer Board
Committee Date: April 14, 2020
Committee Action: Approved 5-0

Public Hearing: n/a
Council Date: April 21, 2020
Council Action:

Resolution approving a perpetual water main easement for water main for North Shore Bank located at 15830 W Capitol Drive.

WHEREAS, it is in the best interest of the City of Brookfield to approve a Perpetual Water Main Easement for water main for the North Shore Bank located at 15830 W Capitol Drive, and

WHEREAS, the City of Brookfield Water & Sewer Board considered a Perpetual Water Main Easement for water main for the North Shore Bank located at 15830 W Capitol Drive at its meeting held on April 14, 2020 and recommends approval thereof, now therefore

BE IT RESOLVED, by the Common Council of the City of Brookfield that approve a Perpetual Water Main Easement for water main for the North Shore Bank located at 15830 W Capitol Drive, and

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

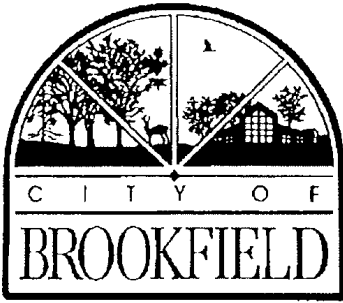
Adopted this by the Common Council this _____ day of _____, 2020

Approved:

Mayor Steven V. Ponto

Attested:

Kelly Michaels, City Clerk



ENGINEERING DIVISION

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

MEMORANDUM

TO: Water and Sewer Board

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

DATE: April 8, 2020

SUBJECT: **Perpetual Water Main Easement**
North Shore Bank, 15830 W Capitol Drive

As part of the approved construction plans for a water main extension being constructed by the developer, **North Shore Bank** for a branch redevelopment, located at 15830 W Capitol Drive, an easement is needed for the construction and perpetual maintenance of the water main being constructed by the developer.

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

Staff recommends approval of the resolution and the attached Perpetual Water Main Easement document.

EXHIBIT A

CITY OF BROOKFIELD

EXHIBIT "A"

PLAT OF A PERPETUAL 30.00 FOOT WATER MAIN EASEMENT

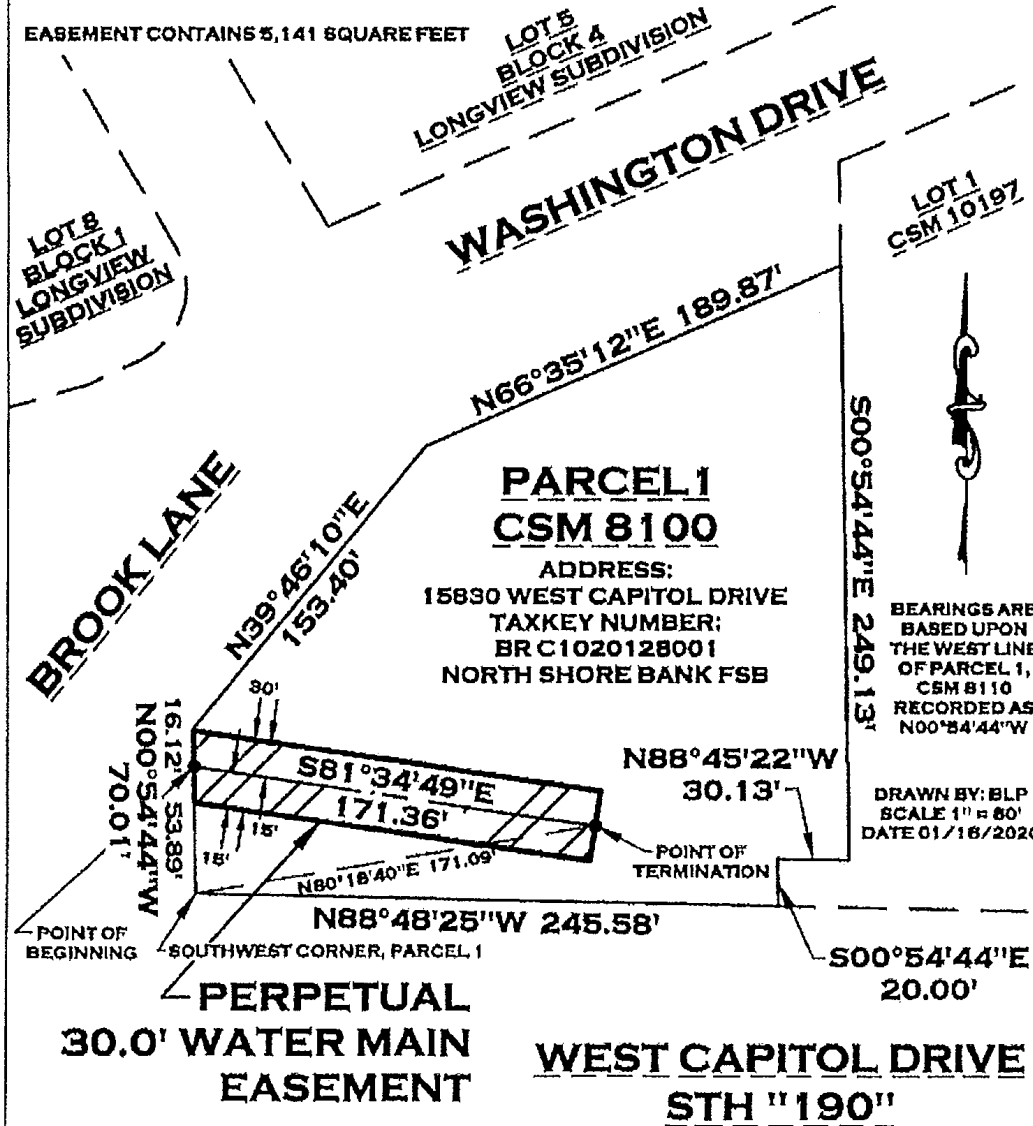
LOCATED IN PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NUMBER 8100 AS RECORDED IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NUMBER 2181889 IN VOLUME 70, PAGES 205 THRU 210, BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 3, TOWNSHIP 7 NORTH, RANGE 20 EAST, CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN, LYING 15.00 FEET ON EACH SIDE (30.00 FOOT TOTAL WIDTH) OF THE EASEMENT REFERENCE LINE LINE DESCRIBED BELOW:

LEGAL DESCRIPTION: (NORTH SHORE BANK FSB)

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE $N00^{\circ}54'55''W$, 53.89 FEET ON THE WEST LINE OF SAID PARCEL 1 TO SAID EASEMENT REFERENCE LINE, THE POINT OF BEGINNING; THENCE $S81^{\circ}34'49''E$, 171.36 FEET ON SAID EASEMENT REFERENCE LINE TO THE POINT OF TERMINATION, SAID POINT OF TERMINATION BEING $N80^{\circ}18'40''E$, 171.09 FEET FROM THE POINT OF COMMENCEMENT.

THE SIDELINES OF SAID 30.00 FOOT EASEMENT EXTEND AND SHORTEN TO INTERSECT WITH THE WEST LINE OF SAID PARCEL 1.

EASEMENT CONTAINS 5,141 SQUARE FEET



VOUCHERS EXCEEDING \$50,000 REQUIRING IMMEDIATE ACTION
April 21, 2020

EDWARD DON & COMPANY

BROOKFIELD CONFERENCE CENTER - FFE	\$	71.74
BROOKFIELD CONFERENCE CENTER - FFE		168.33
BROOKFIELD CONFERENCE CENTER - FFE		228.10
BROOKFIELD CONFERENCE CENTER - FFE		877.22
BROOKFIELD CONFERENCE CENTER - FFE		918.77
BROOKFIELD CONFERENCE CENTER - FFE		1,226.64
BROOKFIELD CONFERENCE CENTER - FFE		1,316.01
BROOKFIELD CONFERENCE CENTER - FFE		3,515.25
BROOKFIELD CONFERENCE CENTER - FFE		5,953.32
BROOKFIELD CONFERENCE CENTER - FFE		7,349.72
BROOKFIELD CONFERENCE CENTER - FFE		11,620.03
BROOKFIELD CONFERENCE CENTER - FFE		37,173.57
		<hr/>
		70,418.70

MITY LITE INC

BROOKFIELD CONFERENCE CENTER - TABLES & TABLE CARTS		116,375.59
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TOTAL VOUCHERS

\$186,794.29

RESOLUTION # _____ OF THE CITY OF BROOKFIELD, WISCONSIN

Committee: Council As A Whole
Committee Date: April 21, 2020
Committee Action:

Public Hearing: n/a
Council Date: April 21, 2020
Council Action:

Original Bartender/Operator Licenses for the listed applicants.

WHEREAS, the Common Council of the City of Brookfield has recommended approval of Original Bartender/Operator Licenses for the listed applicants who have met the applicable qualifications of Chapter 125 of the Wisconsin Statutes and Brookfield Municipal Code.

BE IT RESOLVED, by the Common Council of the City of Brookfield that it hereby affirms the recommendation of the Common Council to grant the licenses.

Bruno, Salunba C.
Burk, James M.
Hamilton, Linda E.
Hill, Scott A.
Lueck, Nicole E.

Sanders, Cindy R.
Schwechel, Leah Y.
Seitz, Catherine
Taddei, Mattison N.
Woodley, Christopher L.

Adopted this by the Common Council this _____ day of _____, 2020

Approved:

Mayor Steven V. Ponto

Attested:

Kelly Michaels, City Clerk

RESOLUTION # _____ OF THE CITY OF BROOKFIELD, WISCONSIN

Committee: N/a

Public Hearing: N/a

Committee Date: N/a

Council Date: April 21, 2020

Committee Recommendation: N/a

Council Action: [Appr/Deny Vote #-#]

Resolution to Approve Granting a Utility Easement Agreement to Cellco Partnership d/b/a Verizon Wireless at 4040 North Calhoun Road (Calhoun Road Water Tower)

WHEREAS, the City of Brookfield and Cellco Partnership d/b/a Verizon Wireless (“Verizon”) are parties to a License Agreement for the installation, maintenance, and operation of certain communications facilities at 4040 North Calhoun Road (Calhoun Road Water Tower), and

WHEREAS, Verizon desires to upgrade its fiber optics service at that location and is requesting a utility easement to perform such work, and

WHEREAS, Engineering has reviewed the location of the proposed easement and has found that it does not interfere with in-place city utilities or operations; and City staff has reviewed the terms and conditions of the utility easement agreement and recommends approval thereof, subject to technical corrections.

NOW, THEREFORE, BE IT RESOLVED, that the attached utility easement agreement, subject to technical review and approval, as depicted and described, between the City of Brookfield and Cellco Partnership d/b/a Verizon Wireless, is hereby approved by the Common Council of the City of Brookfield, and the proper City officials are hereby authorized and directed to sign the documents on behalf of the City.

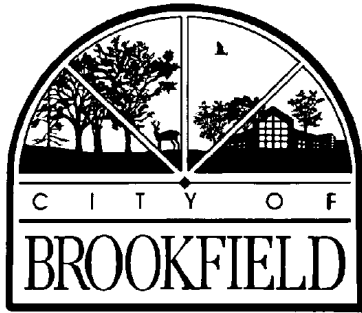
Adopted this [insert day] day of [insert month], [insert year].

Approved:

Mayor Steven V. Ponto

Attested:

City Clerk Kelly Michaels



ENGINEERING DIVISION

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

MEMORANDUM

TO: Common Council

FROM: Joseph Tew PLS
Engineering Technician

DATE: April 14, 2020

SUBJECT: Request for Verizon utility easement adoption and approval
Calhoun Road Water Tower

A request from Verizon for a utility easement at the Calhoun Road Water Tower providing for installation, maintenance, and access to the existing Verizon communication facilities.

The easement was requested by Verizon to provide for updated easements for their fiber optics service.

Engineering has reviewed the location of the proposed easement and has found that it does not interfere with in-place city utilities or operations.

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

Staff recommends approval of the resolution and the attached easement document subject to any technical corrections.

This instrument was prepared by
and after recording return to:

Jenna Merten
City Attorney
City of Brookfield
c/o Clerk's Office
2000 North Calhoun Road
Brookfield, WI 53005

Site Name: Calhoun WT
Tax I.D. No. BR C1024994001

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (the "**Agreement**") is made _____, 2020, by and between the **City of Brookfield**, with a mailing address located at 2000 North Calhoun Road, Brookfield, Wisconsin 53005 (referred to as the "**Grantor**") and **Cellco Partnership d/b/a Verizon Wireless** (referred to as "**Grantee**"), with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920.

WHEREAS, Grantor is the owner of certain real property located in the City of Brookfield, Waukesha County, Wisconsin, with Tax I.D. No. BR C1024994001 ("**Property**"), as legally described in **Exhibit A** attached hereto; and

WHEREAS, Grantor and Grantee entered into a License Agreement (the "**License**"), dated September 16, 1996, as amended, whereby Grantee received a nonexclusive license on a portion of Lessor's real property located at the Property, for the installation, maintenance and operation of Grantee's communications facility (the "**Licensed Premises**"). The Licensed Premises are more fully described in **Exhibit B** attached hereto and incorporated herein.

WHEREAS, in order for Grantee to maintain and enhance operation of its communications facility located within the Licensed Premises, Grantor agrees to grant to Grantee a certain easement over the Property ("**Utility Easement Area**") as legally described and depicted in **Exhibit C**.

NOW, THEREFORE, in consideration of the matters set forth in the foregoing recitals and hereinafter set forth, the Grantor hereby declares the following:

1. ***Grant of Utility Easement.*** Subject to the conditions of this Agreement, the Grantor hereby grants, gives and conveys to Grantee a non-exclusive easement for the construction, operation, use, maintenance, repair, renewal and removal of fiber optic cables and wires, utility wires, cables, conduits, pipes and related equipment (hereinafter, the "**Utilities**") for communications purposes, in, on, along, under, over, across and through the Utility Easement Area, which Utility Easement Area is described and depicted in the attached **Exhibit C**. Grantor acknowledges that a local utility company may be utilized by Grantee to conduct the installation, maintenance and operation of the utility wires, poles, cables, conduit and pipes. Grantee, its successors, employees, agents and subcontractors shall have the right of ingress and egress to,

from, and over said premises, and also the right to cut, trim and/or remove any trees or bushes which may endanger the safety or interfere with the construction, maintenance, or use of the facilities.

2. **Restoration of Easement Area.** Upon the completion of any maintenance or installation of its Utilities, Grantee shall restore the affected Utility Easement Area to substantially the same condition it was in immediately prior to such installation or maintenance.

3. **Term.** The easement, rights and privileges herein granted shall be for a term coinciding with the term of the License, including any amendments thereof, and shall, without any further action on the part of Grantor or Grantee, terminate immediately upon the termination of said License. Upon termination of the License for any reason, at Grantor's request Grantee shall execute with acknowledgment and deliver a notice of termination in form suitable for recording in the official records of Waukesha County.

4. **Covenants Running with the Land.** The easements created, established, and granted hereby shall (a) exist at all times hereafter amongst all persons, corporations, partnerships, trusts or other entities having or acquiring ownership or other interest in and to the Property or any portion thereof while this Agreement is in effect, and (b) be binding upon and inure to the benefit and detriment of Grantee and the Grantor, and their respective successors and assigns, and (c) run with the land subjected to this Agreement, to be held, owned and conveyed subject to this Agreement. Notwithstanding the foregoing, the term of this Agreement shall be co-terminus with the Grantee's license interest in the Property as well as any subsequent amendments or extensions of the License. Grantee shall record this Agreement and deliver a fully executed copy of the Agreement to Grantor within thirty (30) days of recording.

5. **Grantor Use of Land.** After completion of installation of the utilities, the Grantor reserves the full use of the Property which is not inconsistent with the existence and maintenance of said facilities but do agree not to change elevation or grade within the area of said easement without written consent of Grantee, such consent not to be unreasonably withheld, conditioned or delayed. Grantor warrants that no structure or building may be erected upon said easement. Grantee's use of the Easement Area shall not unreasonably interfere with Grantor's use of the Premises.

6. **Transfer of Ownership.** Whenever a transfer of ownership of the Property occurs, the transferor shall remain liable for any breach of covenant occurring before the transfer but shall not be liable for any breach of covenant occurring after the transfer. Any transferee shall automatically assume and be bound by the burdens and obligations hereunder running with the land.

7. **Interpretation.** The rule of strict construction does not apply to the grants herein. The grants herein shall be given a reasonable construction to carry out the intentions of the parties.

8. **Termination.** This Agreement will automatically terminate upon the termination of the Grantee's interest in the Licensed Premises. Grantee may terminate this Agreement at any time upon notice to Grantor. Upon termination of the Grantee's interest, the Grantee shall sign a release of its easement interest and provide the release to Grantor. If Grantee fails to sign such release, the Grantor may file and record a notice of termination of Grantee's interest with the Register of Deeds upon 10 days notice to Grantee.

9. **Notices.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business

is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

GRANTOR:

City of Brookfield
2000 North Calhoun Road
Brookfield, Wisconsin 53005
Attn: City Attorney

GRANTEE:

Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

10. **Terms of Lease.** Nothing in this Agreement is intended to supersede or replace the terms and conditions of the License between the Grantor and Grantee.

11. **Entire Agreement; Modification.** The Agreement and the documents incorporated herein constitute the entire agreement between the parties regarding the easement created hereunder. No change or modification of this Agreement shall be valid unless the same be in writing and signed by all of the parties hereto and duly recorded in the Office of the Register of Deeds of Waukesha County, Wisconsin.

12. **Governing Law and Venue.** This Agreement shall, in all respects whether as to validity, construction, capacity, performance, or otherwise, be governed by the laws of the State of Wisconsin. Any suit or proceeding arising out of or related to this Agreement shall be commenced and maintained only in a court of competent jurisdiction in the state courts located in Waukesha County, Wisconsin or federal courts located in Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts.

13. **Indemnification.** To the fullest extent permitted by law, the Grantee hereby agrees to release, waive, discharge, indemnify and hold harmless the Grantor, its elected and appointed officials, officers, employees, agents, authorized representatives and volunteers from and against any and all suits, actions, legal or administrative proceedings, liabilities, losses, interest, demands, expenses, damages, claims, costs, and injury whatsoever (including, but not limited to, reasonable attorneys' fees and related costs and expenses) directly or indirectly caused, arising out of, or in any manner related to, in whole or in part, or claimed to be caused, arising out of, or related to, in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Grantee or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement. Grantee's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole

negligence, or willful misconduct of the Grantor, or its elected and appointed officials, officers, employees, agents, authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the Grantor, its elected and appointed officials, officers, employees, agents, authorized representatives or volunteers by an employee of Grantor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Grantor or any subcontractor under worker's compensation, disability benefit, or other employee benefit laws.

Grantee shall reimburse the Grantor, its elected and appointed officials, officers, employees, agents, authorized representatives and volunteers for reasonable legal expenses and costs incurred by each of them in connection with enforcing the indemnity herein provided. Grantee's obligation to indemnify shall not be restricted to insurance proceeds, if any received by the Grantor, its elected and appointed officials, officers, employees, agents, authorized representatives or volunteers.

Nothing contained within this Agreement is intended to be a waiver or estoppel of the Grantor or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes Sections 893.80 and 345.05. To the extent that indemnification is available and enforceable, the Grantor or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

14. *Insurance.*

a. General. At all times during the term of this Agreement, Grantee shall keep in force and effect all insurance policies as outlined below. The insurer must be authorized to do business under the laws of the State of Wisconsin and have an "A-" or better rating in Best's Guide. Grantee shall require all contractors and all of their subcontractors who perform work on the Property to carry, in full force and effect, the same coverage with the same limits as required of Grantee. Upon the execution of this Agreement and within ten (10) days of each insurance policy's expiration date during the term of this Agreement, Grantee will furnish Grantor with a Certificate of Insurance and blanket additional insured endorsements evidencing the required coverage. The Certificate shall reference this Agreement and worker's compensation and property insurance waivers of subrogation required by this Agreement. Upon receipt of notice from its insurer(s), Grantee shall provide the Grantor thirty (30) days advance notice of cancellation of insurance during the term of this Agreement and will provide an endorsement from its insurance company to meet this requirement. Grantor, its elected and appointed officials, officers, employees, authorized representatives, and volunteers (collectively "**Additional Insureds**") shall be included as additional insureds as their interest may appear under this Agreement under all of the policies, except worker's compensation and employer's liability policy, which shall be so stated on the Certificate of Insurance and such insurance shall be primary and non-contributory. All policies, other than worker's compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$100,000. Company shall defend, indemnify and hold harmless Grantor and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this paragraph.

b. Worker's Compensation and Employers' Liability Insurance. Statutory worker's compensation benefits and employers' liability insurance with a limit of liability of \$100,000 each accident/disease/policy limit.

c. Commercial General Liability Insurance ("CGLI"). Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal and advertising injury, blanket contractual coverage, independent contractor's coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities (commonly known as XCU coverage). Limits of liability of \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including \$5,000,000 products/completed operations aggregate, \$5,000,000 personal and advertising injury. Coverage shall not contain a standard form pollution exclusion, nor shall it exclude claims or suits that arise from the effects of electromagnetic field or radiation. To the extent that such coverage cannot be obtained through CGLI, Grantee shall obtain equivalent insurance to insure the property against environmental hazards.

d. Automobile Liability Insurance. Commercial automobile policy covering all owned, hired and non-owned vehicles. Limits of liability \$1,000,000 combined single limit each accident for bodily injury and property damage.

e. Umbrella Liability Insurance. Coverage to be in excess of employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability of \$2,000,000 each occurrence, \$2,000,000 aggregate.

The aforesaid limits of liability may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal or other governmental compensation plans, or laws.

f. Worker's Compensation Waiver of Subrogation. Grantor shall not be liable to Grantee, Grantee's contractors or their subcontractors, for any injuries to Grantee's employees or those of its contractors or their subcontractors arising out of or in connection with the grant of this Agreement, including any and all work of any type performed upon the Premises or Property, including injuries arising during equipment installation, alteration, modification, improvement, maintenance, repair, replacement, or use, or ingress or egress to or from the Property unless caused by the willful acts of bad faith of Grantor, its agents or employees.

Except as set forth above, Grantee and its contractors and their subcontractors shall each waive any and all rights of recovery from Grantor for worker's compensation claims made by their respective employees and shall obtain such waiver from their worker's compensation insurers. Grantee, for itself and its contractors and their subcontractors, agrees that the indemnification and hold harmless provisions with this Agreement extend to any such claims brought by or on behalf of any employee of Grantee, any contractor of Grantee, or their subcontractors.

g. Property Insurance. Each party will be responsible for maintaining property insurance on its own building and other improvements, including all equipment, fixtures, utility structure, fencing, or support systems that may be built or placed upon the Property to fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance or self-insure such exposures. To the extent

covered by property insurance, Grantee and Grantor hereby release each other from and waive all rights against each other for any loss or damage to property caused by fire or other peril if the property is insured for such loss or damage in any policy of insurance even if such loss or damage is caused by the fault or negligence of the other party or anyone for whom such party is responsible.

15. **Costs.** All costs associated with Grantee's exercise of rights under this Agreement shall be the responsibility of Grantee.

16. **No Liens.** All work, maintenance, operations, and other Easement Activities performed by Grantee or its subcontractor(s) pursuant to this Agreement shall be carried out in a workmanlike manner and free of any liens. In the event such a lien is filed against the Property, Grantee shall have sixty (60) days after written demand from Grantor to satisfy the lien.

17. **Authority to Sign.** The undersigned persons executing this document on behalf of Grantor represents and certify that they are fully empowered to execute and deliver this document; that Grantor has full capacity to convey the real estate described here; and that all necessary action for the making of such conveyance has been taken and done.

18. **Amendments.** Any modification of this Agreement shall become effective only upon the execution by Grantor and Grantee of a written instrument.

[Signatures appear on the following page. Remainder of this page is left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GRANTOR:

City of Brookfield

By: _____

Name: _____

Its: _____

Date: _____

By: _____

Name: _____

Its: _____

Date: _____

GRANTEE:

**Cellco Partnership
d/b/a Verizon Wireless**

By: _____

Name: _____

Its: _____

Date: _____

GRANTOR ACKNOWLEDGEMENT

STATE OF _____)
) SS
COUNTY OF _____)

On _____, 2020, before me personally appeared _____ on behalf of _____ personally known to me or proven on the basis of satisfactory evidence to be the person(s) whose name(s) are ascribed on the within instrument, and acknowledged that he executed the same.

Print Name: _____
Notary Public

My commission expires:

GRANTOR ACKNOWLEDGEMENT

STATE OF _____)
) SS
COUNTY OF _____)

On _____, 2020, before me personally appeared _____ on behalf of _____ personally known to me or proven on the basis of satisfactory evidence to be the person(s) whose name(s) are ascribed on the within instrument, and acknowledged that he executed the same.

Print Name: _____
Notary Public

My commission expires:

GRANTEE ACKNOWLEDGEMENT

STATE OF _____)
) SS
COUNTY OF _____)

On _____, 2020, before me personally appeared _____ as _____ of Cellco Partnership d/b/a Verizon Wireless, personally known to me or proven on the basis of satisfactory evidence to be the person whose name is ascribed on the within instrument, and acknowledged that s/he executed the same on behalf of said partnership and by its authority for the purposes set forth therein.

Print Name: _____
Notary Public

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Tax ID Number: BR C1024994001

Property Address: 17340 W. Capitol Drive, Brookfield, WI 53005

Being those lands described in Waukesha Register of Deeds Book 1168, Page 453, recorded on August 14, 1969 as document number 745528, and described as follows:

The West 231.50 of the East 627.50 feet of the South 231.00 feet of the Southeast Quarter of Section numbered Four (4) Township Seven (7) North, Range Twenty (20) East in the City of Brookfield, Waukesha County, Wisconsin, except part taken for highway purposes (.9 acres approximately).

EXHIBIT B

LEGAL DESCRIPTION OF THE LEASED PREMISES

A part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section Four (4); Township Seven (7) North, Range Twenty (20) East, City of Brookfield, Waukesha County, Wisconsin containing 555 square feet (0.013 acres) of land and being described by:

Commencing at the Southeast Corner of said Section 4; thence N88°-28'-23"W 544.52 feet along the South line of the SE1/4 of said Section 4; thence N01°-31'-37"E 113.43 feet to the point of beginning; thence continuing N01°-31'-37"E 27.33 feet; thence S88°-28'-23"E 20.33 feet; thence S01°-31'-37"W 27.33; thence N88°-28'-23"W 20.33 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

EXHIBIT C

LEGAL DESCRIPTION OF UTILITY EASEMENT AREA

[See attached map exhibit and legal description of Utility Easement Area]