

TOWN OF BROOKFIELD
JOINT TOWN BOARD-COMMUNITY DEVELOPMENT AUTHORITY MINUTES
JANUARY 3, 2023

A joint meeting of the Community Development and Town Board was held on Tuesday, January 3, 2023 in the Erich Gnant Room of the Town Hall, 645 N Janacek Road, Brookfield, Wisconsin.

1) CALL TO ORDER

Town Chairman Keith Henderson called the meeting to order at 7:58 p.m. with the following people present: CDA Chair/Supervisor Ryan Stanelle, Supervisors Steve Kohlmann, John Schatzman, and Mike Schmitt; CDA Commissioners William Neville, Thomas Koplin, Richard Diercksmeier and John Charlier; Town Administrator Tom Hagie and Town Attorney Michael Van Kleunen.

2) MEETING NOTICES

Administrator Hagie confirmed the meeting was noticed as required by law.

3) Adjourn into **CLOSED SESSION**, according to Wis. Stat. §19.85(1)(e) for conducting other specified public business regarding agreements and contract negotiations whenever competitive or bargaining reasons relating to: Negotiation for a Proposed Development near Sommers Drive in the Town of Brookfield.

Motion by Supervisor Stanelle to enter closed session at 7:59 PM.

Seconded by Supervisor Kohlmann.

Motion Passed Unanimously.

4) Reconvene into **OPEN SESSION**, according to Wis. Stat. §19.85(2), for any necessary action resulting from the Closed Session

Motion by Commissioner Koplin to reconvene into open session at 8:37 PM.

Seconded by Supervisor Kohlmann.

No Action.

5) Adjourn

Motion by Supervisor Kohlmann to adjourn at 8:38 PM.

Seconded by Supervisor Schmitt.

Motion Passed Unanimously.

Respectfully submitted,
Tom Hagie
Town Administrator

TOWN OF BROOKFIELD
TOWN BOARD MINUTES
JANUARY 3, 2023

The regular meeting of the Town Board, Sanitary District No. 4, and Utility District No. 1 was held on Tuesday, January 3, 2022 in the Erich Gnant Room of the Town Hall, 645 N Janacek Road, Brookfield, WI.

1) CALL TO ORDER.

The Town Board meeting was called to order by Chairman Henderson at 7:00PM with the following people present: Town Chairman Keith Henderson; Supervisors Steve Kohlmann, Ryan Stanelle, John Schatzman and Michael Schmitt; Town Administrator Tom Hagie; Town Attorney Michael Van Kleunen.

2) MEETING NOTICES.

Town Administrator Hagie confirmed that the meeting agenda was noticed as required by law.

3) APPROVAL OF AGENDA.

Motion by Supervisor Schatzman to approve the agenda.

Seconded by Supervisor Stanelle.

Motion Passed Unanimously.

4) APPROVAL OF MINUTES.

Motion by Supervisor Kohlmann to approve the minutes of December 6, 2022 Town Board.

Seconded by Supervisor Schmitt.

Motion Passed Unanimously.

Motion by Supervisor Schmitt to approve the minutes of the December 6, 2022 Joint Town Board and Community Development Authority.

Seconded by Supervisor Kohlmann.

Motion Passed Unanimously.

Note: There are no minutes for the cancelled December 20, 2022 Town Board meeting.

5) CITIZEN COMMENTS.

None.

6) OLD BUSINESS.

a. Discussion and possible action regarding quotes for 2023-2025 assessment services.

Motion by Supervisor Kohlmann to approve the Assessment Technologies of Wisconsin 2023-2025 contract for assessment services.

Seconded by Supervisor Schatzman.

Motion Passed Unanimously.

7) NEW BUSINESS.

a. Appointment of Town Administrator as Interim Town Clerk.

Motion by Supervisor Schatzman to appoint Administrator Hagie as the Interim Town Clerk.

Seconded by Supervisor Stanelle.

Motion Passed Unanimously.

- b. Discussion and possible action regarding Short Elliot Hendrickson Inc. Planning Services Agreement.
Motion by Supervisor Kohlmann to approve the Short Elliot Hendrickson Inc. Planning Services Agreement as presented.
Seconded by Supervisor Schmitt.
Motion Passed Unanimously.
- c. Discussion and possible action regarding Elmbrook Humane Society 2023 Service Agreement.
Motion by Supervisor Stanelle to approve the Elmbrook Humane Society 2023 Service Agreement as presented.
Seconded by Supervisor Kohlmann.
Motion Passed Unanimously.
- d. Discussion and possible action regarding 2023-2030 Waukesha County Recycling Intergovernmental Agreement.
Motion by Supervisor Schmitt to approve the 2023-2030 Waukesha County Recycling Intergovernmental Agreement.
Seconded by Supervisor Kohlmann.
Motion Passed Unanimously.
- e. Discussion and possible action regarding Ordinance 2023-01 Repealing and Recreating Section 2.07(1)(a) and Ordinance 2023-02 creating Section 2.16 of the Town Code of Ordinances.
Motion by Supervisor Kohlmann to approve the Ordinance 2023-01 Repealing and Recreating Section 2.07(1)(a).
Seconded by Supervisor Schmitt.
Motion Passed Unanimously.
- Motion by Supervisor Shatzman to approve the Ordinance 2023-02 creating Section 2.16 of the Town Code of Ordinances.
Seconded by Supervisor Stanelle.
Motion Passed Unanimously.

8) DEPARTMENT, BOARDS, COMMITTEE/COMMISSION REPORTS/RECOMMENDATIONS:

a. Department of Public Works

i. Discussion and possible action regarding purchase of a bucket truck.

Motion by Supervisor Stanelle to approve the bid of \$115,000 for the 2019 Altec AT40G Aerial Bucket Truck.

Seconded by Supervisor Kohlmann.

Motion Passed Unanimously.

b. Plan Commission

i. Discussion and possible action regarding scheduling a public hearing for a Conditional Use Permit request to allow a commercial day care center in the B-3 Office and Professional Business District, locate 20711 Watertown Road.

Motion by Supervisor Stanelle to approve setting a date public hearing date of Tuesday, January 12, 2022.

Seconded by Supervisor Kohlmann.

Motion Passed Unanimously.

9) APPROVAL OF VOUCHERS AND CHECKS.

Motion by Supervisor Stanelle to approve the vouchers and checks in the amount of \$134,280.41.

Seconded by Supervisor Schatzman.

Motion Passed Unanimously.

10) COMMUNICATIONS AND ANNOUNCEMENTS.

None.

11) ADJOURN

With no further business, motion by Supervisor Stanelle to adjourn at 7:55PM. Seconded by Supervisor Schatzman.

Motion Passed Unanimously.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement (this "Agreement"), dated as of the date set forth on the signature page below, is between Hydro-Klean, LLC ("Contractor") and Sanitary District Number 4, Town of Brookfield, Waukesha County, Wisconsin ("Owner").

Whereas, pursuant to a written agreement between the parties known as Contract No. 2-2020, Contractor served as prime contractor to construct certain improvements for a project located in the Town of Brookfield entitled the Springdale Road Manhole Rehabilitation (the "Project");

Whereas, Save our Sewers, Inc., an Iowa corporation ("Subcontractor"), served as a subcontractor to Contractor during the Project;

Whereas, Contractor has provided Owner with lien waivers from all subcontractors, except Subcontractor;

Whereas, in accordance with this Agreement Owners desires to disburse, and Contractor desires to receive, retainage in the amount of \$84,225.98 currently being held by Owner ("Retainage").

Now, therefore, in consideration of the promises and the covenants herein contained, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. Indemnification. Contractor represents and warrants that it has made: (a) all payments due Contractor's subcontractors for work performed by such subcontractors on the Project, including Subcontractor; and (b) several attempts to obtain a lien waiver from Subcontractor but Subcontractor has failed to do so. Within 30 days of Contractor's execution of this Agreement, Owner shall disburse the Retainage to Contractor ("Retainage Payment"). Upon Contractor's execution of this Agreement, Contractor shall defend, indemnify, and hold harmless Owner, the Town of Brookfield, and Owner and the Town of Brookfield's respective officers, directors, employees, designees, and agents (collectively, "Owner Indemnified Parties") from and against any claims, demands, damages, losses, fees, expenses, liabilities, payments, and penalties (including attorneys' fees), that arise out of, or relate to, any payment that is or may become due by Contractor or Owner Indemnified Parties to Subcontractor, its officers, directors, employees, designees, agents, successors, and assigns (collectively, "Subcontractor Parties").

2. Payment Bond. In order to commence and complete the Project, Owner required Contractor to furnish for the benefit of Owner and Contractor's subcontractors, a Payment Bond in an amount and form acceptable to Owner ("Payment Bond"). For one year from Owner's issuance of the Retainage Payment, Contractor shall take all necessary action to ensure that the Payment Bond remains valid and enforceable. Upon any claim for payment by Subcontractor Parties under Section 1, Contractor shall make such payment within five days. If Contractor fails make such payment, Owner may take any action deemed necessary in Owner's sole discretion without notice to Contractor, including initiating a draw against the Payment Bond, to ensure such

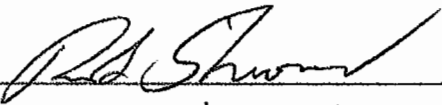
payment due Subcontractor is made. This Section shall be in addition to any rights that Owner and Owner Indemnified Parties may have under Section 1.

3. **General.** Contractor represents and warrants that the individual signing this Agreement is authorized to execute this Agreement on behalf of Contractor. Upon Contractor's execution of this Agreement, this Agreement is binding and enforceable against Contractor without the Town's execution or approval. This Agreement may not be amended or terminated without the written consent of the parties. Any dispute arising out of, or relating to, this Agreement shall be commenced in Waukesha County, Wisconsin and shall be interpreted in accordance with the laws of the State of Wisconsin. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same document. Any provision of this Agreement that is deemed illegal and void shall not affect the legality and enforceability of any other provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of Contractor, its successors, and assigns.

Dated and effective as of the date signed by Contractor below.

CONTRACTOR

Hydro-Klean, LLC

By: 

Name: Rob Sherwood

Title: CFO

Date: 1/6/2023

OWNER

Sanitary District Number 4 – Town of Brookfield

By: _____
Keith Henderson, President

Date: _____

APPLICATION FOR PAYMENT

OWNER Town of Brookfield Sanitary District No. 4 PROJECT Springdale Road Manhole Rehabilitation
CONTRACTOR Hydro-Klean LLC CONTRACT Contract 2-2020
FOR PERIOD ENDING 3/12/2020 PAYMENT APPLICATION DATE 10/31/2020
PAYMENT APPLICATION NO. 2 - Final

TOTAL AMOUNT REQUESTED TO DATE \$ 421,144.92
LESS RETAINAGE \$ 0.00
NET AMOUNT DUE \$ 421,144.92
AMOUNT OF PREVIOUS PAYMENTS \$ 336,915.94
AMOUNT DUE THIS APPLICATION \$ 84,228.98

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not *defective* as that term is defined in the Contract Documents.

Required lien waivers attached.

Dated 5, 2022

Hydro-Klean LLC
CONTRACTOR

*Lien waiver from SOS was not returned.
SOS was the only subcontractor on this project.

By [Signature]
(Authorized Signature)

By Rob Sherwood
(Print Name)

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____, _____

STRAND ASSOCIATES, INC.®

By _____
(Authorized Signature)

By _____
(Print Name)



Customer Statement

Customer ID: 103231
 Date: 03/31/2021

Hydro-Klean, LLC
 333 NW 49th Place
 Des Moines, IA, 50313
 Phone: 515-283-0500
 Tax Registration ID: 45-2473053

To:
 Town of Brookfield Sanitary District No. 4
 645 N. Janacek Rd
 Brookfield WI 53045
 United States of America
 accounting@townofbrookfield.com

Date	Due Date	Doc. Type	Ref. Nbr.	Ext. Ref. Nbr.	Orig. Amount	Amount Due	Balance
10/31/2020	11/30/2020	INVOICE	072292	Contract 2-2020	438,452.05	84,228.97	84,228.97

Brookfield, WI 2020-Monoform

Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Amount Due
0.00	0.00	0.00	0.00	84,228.97	84,228.97

*FINANCE CHARGE: 1 1/2 % PER MONTH (ANNUAL RATE OF 18%) ON PAST DUE BALANCES.

Springdale Road Interceptor Manhole Rehabilitation Project

	<u>Contract Amount</u>	<u>Town of Brookfield</u> <u>Sanitary Dist. #4</u>	<u>City of Pewaukee</u>
		20.2%	79.8%
Hydro-Klean Total	\$ 421,144.92	\$ 85,071.27	\$ 336,073.65
Hydro-Klean Pay #1	\$ 336,915.94	\$ 68,057.02	\$ 268,858.92
Strand Engineering	\$ 62,600.00	\$ 12,676.50	\$ 49,923.50
<i>Invoice #1 PAID</i>	<i>\$ 399,515.94</i>	<i>\$ 80,733.52</i>	<i>\$ 318,782.42</i>
Hydro-Klean Retainage	\$ 84,228.98	\$ 17,014.25	\$ 67,214.73
Strand Engineering	\$ 4,911.81	\$ 994.64	\$ 3,917.17
Final Payment	\$ 89,140.79	\$ 18,008.90	\$ 71,131.89
City of Pewaukee Final Invoice			\$ 71,131.89

PAYMENT BOND

CONTRACTOR (name and address):

Hydro-Klean, LLC
333 NW 49th Place
Des Moines, IA 50313

SURETY (name and address of principal place of business):

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306-3498

OWNER (name and address): Town of Brookfield Sanitary District No. 4
645 North Janacek Rd

CONSTRUCTION CONTRACT Brookfield, WI 53045

Effective Date of the Agreement: May 18th, 2020

Amount: Three Hundred Ninety-nine Thousand Seven Hundred Eighty-six And 04/100 Dollars (\$399,786.04)

Description (name and location): Springdale Road Manhole Rehabilitation Contract 2-2020, Town of Brookfield Sanitary District No. 4, WI

BOND

Bond Number: WIC56434

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): May 18, 2020

Amount: Three Hundred Ninety-nine Thousand Seven Hundred Eighty-six And 04/100 Dollars (\$399,786.04)

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Hydro-Klean, LLC _____ (seal)

Contractor's Name and Corporate Seal

By: [Signature]
Signature

Jill Lomp
Print Name

Contracts Coordinator
Title

Attest: [Signature]
Signature

Title

SURETY

Merchants Bonding Company (Mutual) _____ (seal)

Surety's Name and Corporate Seal

By: [Signature]
Signature (attach power of attorney)

Anne Crowner
Print Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Witness to Surety
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.



Strand Associates, Inc.®
 910 West Wingra Drive
 Madison, WI 53715
 (P) 608-251-4843
 (F) 608-251-8655

Transmittal Letter

DATE: December 28, 2020

PROJECT NO. 1956.025

COMPANY NAME: Town of Brookfield Sanitary District No. 4

ATTENTION: Mr. Tony Skof

ADDRESS: 645 N Janacek Road

CITY/STATE/ZIP: Brookfield, WI 53045

RE: Springdale Road Manhole Rehabilitation, Contract 2-2020

WE ARE SENDING YOU:

- Change Order Drawings Samples Specifications
- Copy of Letter Enclosed Shop Drawings Under Separate Cover
- Other Payment Application

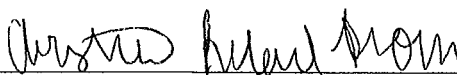
Copies	Date	No.	Description
2	10/31/2020	1	Payment Application No. 1

ITEMS TRANSMITTED AS SHOWN:

- For approval Approved as submitted Resubmit _____ copies for approval
- For your use Approved as noted Submit _____ copies for distribution
- As requested Approved as noted-Resubmit Additional Information Required
- For review and comment Not Approved For signature
- Other

REMARKS:

Enclosed is Payment Applications No. 1 for the Springdale Road Manhole Rehabilitation Project. We are recommending payment of \$336,915.94 for Payment Application No. 1. Total completed work or stored materials is \$421,144.92 to date, which is 100% of the contract amount. Retainage is at \$84,228.98 which is 20% of the total contract amount.

Signed 
 Christine Boland-Prom

Copy to: File
 Jane Mueller
 Magdelene Wagner

\\strand.com\projects\MAD\1900-1999\1956\025\Construction\Pay Requests\Transmittal - Pay Request No. 1.docx

APPLICATION FOR PAYMENT

OWNER Town of Brookfield Sanitary District No. 4 PROJECT Springdale Road Manhole Rehabilitation
CONTRACTOR Hydro-Klean LLC CONTRACT Contract 2-2020
FOR PERIOD ENDING 3/12/2020 PAYMENT APPLICATION DATE 10/31/2020
PAYMENT APPLICATION NO. 1

TOTAL AMOUNT REQUESTED TO DATE \$ 421,144.92
LESS RETAINAGE \$ 84,228.98
NET AMOUNT DUE \$ 336,915.94
AMOUNT OF PREVIOUS PAYMENTS \$ _____
AMOUNT DUE THIS APPLICATION \$ 336,915.94

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; (2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Required lien waivers attached.

Dated 12/23/20

Hydro-Klean, LLC
CONTRACTOR
[Signature], CFO
By _____
(Authorized Signature)

By Rob Sherwood
(Print Name)

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 12/28/2020

STRAND ASSOCIATES, INC.®
By [Signature]
(Authorized Signature)

By Christine Boland-Prom
(Print Name)

UNIT COST BREAKDOWN

PROJECT Springdale Road Manhole Rehabilitation

CONTRACTOR Hydro-Klean LLC

DATE 10/31/2020

Item No.	Description	Contract Amounts			Completed this Period		Completed to Date		Cost of Uncompleted Work	Percent Completed
		Quantity	Cost per Unit	Total Cost of Item	Quantity	Total Cost	Quantity	Total Cost		
1	Construct Bench and Channel	22	4,232.09	93,105.98			22	93,105.98		
2	Pour-in-Place MH Rehabilitation	250	445.21	111,302.50			175.83	78,281.27		
3	Chimney Rings	10	444.50	4,445.00			6.29	2,795.91		
4	Replace Frame and Cover	22	420.23	9,245.06			22	9,245.06		
5	Traffic control	1	20,200.00	20,200.00			1	20,200.00		
6	Asphalt Pavement	500	40.00	20,000.00			1900.73	76,029.20		
7	MH Flat Top	22	6,431.25	141,487.50			22	141,487.50		
TOTALS					399,786.04			421,144.92		100%