

TOWN OF BROOKFIELD
TOWN BOARD MINUTES
MAY 2, 2023

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

1) CALL TO ORDER.

The Town Board meeting was called to order by Chairman Henderson at 7:03 p.m. following Board of Review with the following people present: Town Chairman Keith Henderson; Supervisors Steve Kohlmann, Ryan Stanelle, John Schatzman and John Charlier; DPW Superintendent Scott Hartung; Town Attorney Michael Van Kleunen; and Administrator/Interim Clerk Tom Hagie.

2) MEETING NOTICES.

The meeting was noticed on Friday, April 28, 2023 in accordance with Open Meeting Law.

3) APPROVAL OF AGENDA.

Motion by Supervisor Schatzman to approve the agenda.

Seconded by Supervisor Kohlmann.

Motion Passed Unanimously.

4) APPROVAL OF MINUTES.

Motion by Supervisor Stanelle to approve the minutes of April 18, 2023 Town Board meeting.

Seconded by Supervisor Charlier.

Motion Passed Unanimously.

5) CITIZEN COMMENTS.

None.

6) OLD BUSINESS.

None.

7) NEW BUSINESS.

a. Recommendation of appointments to Town Committees, Commissions, and Boards.

Chairman Henderson discussed the provided list of annual appoints and requested the Board review the list and provide additional names for consideration. The appointments will be approved at the May 18th Board meeting.

b. Recommendation and approval of Annual Appointments.

Motion by Supervisor Kohlmann to approve the list of Annual Appointments with changes.

Seconded by Supervisor Charlier.

Motion Passed Unanimously.

c. Discussion and possible action regarding a Temporary Class "B" Beer license for the Greater Brookfield Chamber of Commerce for Town Food Truck Festival on May 17, June 21, July 19, August 16, and September 20, 2023 from 4:30PM-8:00PM located at The Corners of Brookfield.

Motion by Supervisor Kohlmann to approve the license as presented.

Seconded by Supervisor Charlier.

Motion Passed Unanimously.

- d. Discussion and possible action regarding a Temporary Class "B" Beer and a Temporary "Class B" Wine license for the Greater Brookfield Chamber of Commerce for Town of Brookfield Arts, Crafts, and Drafts Festival on June 10 and 11, 2023 from 10:00AM-5:00PM located at The Corners of Brookfield.
Motion by Supervisor Schatzman to approve the minutes of April 18, 2023 Town Board meeting.
Seconded by Supervisor Stanelle.
Motion Passed Unanimously.
- e. Discussion and possible action regarding the extension of premises for El Gaucho Grill at 17800 N. Bluemound Road, Ste 7, Brookfield, WI 53045.
Motion by Supervisor Kohlmann to approve the minutes of April 18, 2023 Town Board meeting.
Seconded by Supervisor Schatzman.
Motion Passed Unanimously.
- f. Discussion and possible action regarding advanced ordering of capital equipment.
No Action. Board directed staff to provide quotes for review per the standard capital equipment purchase process.

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

- a. Plan Commission
 - i. Recommendation to set a date for a public hearing for a zoning code text amendment to Section 17.02(14)(b)1 of the Town Code, related to conditional use permit procedures.
Motion by Supervisor Schatzman to set a date for a Public Hearing on May 23, 2023 at 7:00 p.m.
Seconded by Supervisor Stanelle.
Motion Passed Unanimously.
- b. Department of Public Works
 - i. Discussion and possible action for the purchase of lawn mower.
Motion by Supervisor Stanelle to approve the purchase of a Toro zero turn mower from Gielow's Lawn & Garden Equipment, Inc. in the amount of \$10,899.
Seconded by Supervisor Schatzman.
Motion Passed Unanimously.

9) APPROVAL OF VOUCHERS AND CHECKS.

Motion by Supervisor Stanelle to approve the vouchers and checks dated 4/19/2023-5/2/2023 in the amount of \$194,813.67.
Seconded by Supervisor Kohlmann.
Motion Passed Unanimously.

10) COMMUNICATION AND ANNOUNCEMENTS

Supervisor Stanelle noted the progress on the pickleball courts at Wray Park and requested Administrator Hagie follow up with the sign request on Kopenhill Road. Administrator Hagie noted the potential for additional shared revenue from the State and the possibility of the elimination of the personal property tax.

11) ADJOURN

Motion by Supervisor Kohlmann to adjourn at 7:45 p.m.
Seconded by Supervisor Charlier.
Motion Passed Unanimously.

Respectfully submitted,
Tom Hagie
Town Administrator/Interim Clerk

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

Telephone: 262-796-3788
FAX: 262-796-0339



TO: Town Board

FROM: Chairman Keith Henderson

DATE: May 2, 2023

RE: Requests for Appointment

c – current member
r - recommendation

Architectural Control Committee

CDA (need 4, 4 year term)

| | | | |
|-----|-----------------|--------------------------|--------------|
| c r | Steve Kohlmann | 960 Timber Pass | 797-9781 |
| c r | William Neville | 21005 Brook Park Dr | 515-491-8812 |
| r | Don Mueller | 20875 Hawthorne Ridge Ct | 501-7211 |

Board of Review (need 1, annual)

| | | | |
|-----|----------------|-----------------|----------|
| c r | Robert Wiseman | 940 Timber Pass | 893-5707 |
|-----|----------------|-----------------|----------|

Brookfield Chamber Liaison (need 1, annual)

| | | | |
|-----|----------------|---------------------|----------|
| c r | Stephanie Fong | 21205 Mary Lynn Dr. | 894-7538 |
|-----|----------------|---------------------|----------|

Joint Review Board (need 1, annual)

| | | | |
|-----|----------------------|-------------------|----------|
| c r | Richard Diercksmeier | 21770 Davidson Rd | 798-1060 |
|-----|----------------------|-------------------|----------|

Plan Commission (need 2, 3 year term)

| | | | |
|-----|---------------|-----------------------|----------|
| c r | Ryan Stanelle | 775 E Briar Ridge Dr. | |
| c | Kevin Riordan | 21035 Oak Ridge Court | 203-3022 |
| | Dan Zuperku | 750 E Briar Ridge Dr. | 490-7586 |

Police & Fire Commission (need 1, 5 year term)

| | | | |
|-----|----------------|---------------------|--------------|
| c r | Raul Terriquez | 1135 Hawthorn Ridge | 414-708-9934 |
|-----|----------------|---------------------|--------------|

Zoning Board of Appeals (need 2, 3 year term)

Schedule of Fees and Foreitures
Town of Brookfield
Approved: 2/7/2023

Notes:

1. All after-the-fact permit applications are subject to double fees plus additional fees for administration, court cost, attorney fees, etc. as applicable.

Clerks Office

| Description | Fee |
|--|---|
| Alcohol | |
| Class "A" Beer License | \$ 100.00 |
| "Class A" Liquor License | \$ 500.00 |
| Class "B" Beer License | \$ 100.00 |
| "Class B" Liquor License | \$ 500.00 |
| Class "C" Wine License | \$ 100.00 |
| Publication Fee | \$ 15.00 |
| Special Meeting Fee | \$ 250.00 |
| Late fee for renewals | \$ 20.00 per day |
| License Ammendment | \$ 10.00 |
| Temporary Extension of Premises | \$ 50.00 |
| Temporary Class "B"/"Class B" Retailers License | \$ 10 per event |
| Other Establishment Licenses | |
| Coin-Operated Game License | \$ 40.00 ea |
| Beverage Operator/Bartender License | \$ 40.00 |
| New Operator Provisional License | \$ 10.00 |
| Cigarette/tobacco License | \$ 50.00 |
| Pawnbroker/Secondhand Article/Jewelry Dealer | \$ 500.00 |
| Dog License | |
| Spayed/Nuetered | \$ 7.00 |
| Unspayed/Neutered | \$ 12.00 |
| Late Fee | \$ 5.00 |
| Failure to submit PC-220 | \$ 20.00-200.00 |
| Open Records Request | |
| Charge for copies of printed records | \$0.25/page (double sided) |
| Charge for photos on photo paper | Actual cost to reproduce |
| Existing electronic format records | 1. Email - no charge 2. DVD - \$0.25/disc 3. Flash Drive - \$3.20 per 16GB drive 4. Other formats - actual cost to produce |
| Prepayment required if actual document production costs are more than \$5.00 | |
| May require prepayment if location costs are greater than \$50.00 | |
| Postage to be charged at cost | |

MAINTENANCE AGREEMENT

Document Number

This Maintenance Agreement (this “Agreement”), dated as of the date above the signature line below, is by and between Brookfield Fondue, LLC (“Brookfield Fondue”), Boschi Investments, a Wisconsin general partnership (“Boschi”), Bling Dynasty II, LLC (“Bling Dynasty”), Langdon Varin BT LLC (“Langdon Varin”), CHR Properties, LLC (“CHR”), and the Town of Brookfield (the “Town”).

WHEREAS, Brookfield Fondue owns real property located at 19850 W Bluemound Road, Brookfield, WI 53045 (Tax Key No.: BKFT1123999005), which is legally described on the attached **Exhibit A** (“Brookfield Fondue Property”);

WHEREAS, Boschi owns real property located at 19770 Bluemound Road, Brookfield, WI 53045 (Tax Key No.: BKFT1123998), which is legally described on the attached **Exhibit A** (“Boschi Property”);

WHEREAS, Bling Dynasty owns real property located at 620 Elizabeth Court, Brookfield, WI 53045 (Tax Key No.: BKFT1123992002), which is legally described on the attached **Exhibit A** (“Bling Property”);

WHEREAS, Langdon Varin owns real property located at 625 Shepherd Court, Brookfield, WI 53045, which is legally described on the attached **Exhibit A** (“Langdon Property”);

WHEREAS, CHR owns real property located at 19730 Bluemound Road, Brookfield, WI 53045 (Tax Key No.: BKFT1123998001), which is legally described on the attached **Exhibit A** (the “CHR Property”);

WHEREAS, the Brookfield Fondue Property is improved with an asphalt private road known as “Elizabeth Court,” which provides ingress and egress to Bluemound Road (the “Private Road”); and

WHEREAS, the parties acknowledge that the Private Road is in a condition that requires certain repairs, as described with an estimated cost of such repairs on the attached **Exhibit B** (the “Repairs”).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Repairs. The Town or its designee shall complete the Repairs to the Private Road in a manner determined by Town. Brookfield Fondue, as owner of the Brookfield Fondue Property, hereby grants the Town, its employees, agents, and contractors the right to access the Private Road, for the purpose of completing the Repairs.

Recording Area

Name and Return Address

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

See Exhibit A

Parcel Identification Number (PIN)

2. Cost of Repairs. The parties (except for the Town) shall be responsible for the total actual cost of the Repairs as described in this Section, together with a one-time fee not to exceed \$2,500.00 (which shall be allocated between the parties according to the percentages listed below) for reimbursement of the Town’s professional services in carrying out the Town’s obligations under this Section (collectively, the “Total Repairs Cost”). The parties’ proportionate share of the Total Repairs Cost shall be as follows:

| | |
|--------------------|--------|
| Brookfield Fondue: | 33.75% |
| Boschi: | 8.75% |
| Bling Dynasty: | 15% |
| Langdon Varin: | 33.75% |
| CHR: | 8.75% |

Each party shall remit payment to the Town for their proportionate share of the Total Repairs Cost within 30 days of the date of the invoice date. If a party fails to pay an invoice within 30 days of the invoice date, the Town may include the amount owed on that party’s tax bill as a special charge under Wis. Stat. § 66.0627, together with interest that shall accrue at the rate of one percent per month compounded monthly.

3. Release of Town. The parties shall release and hold harmless the Town, its agents, employees, licensees, and contractors from and against any and all claims, actions, suits, charges, and judgments, including attorney fees and costs that arise out of or relate to this Agreement, the Private Road, the construction, operation, use, maintenance, and repair (including reconstruction) of the Private Road, or personal injury or property damage arising out of any activity undertaken by the Town, its agents, employees, contractors, or assigns. Notwithstanding, the foregoing release shall not apply to Wolf Paving Co., Inc. or any affiliates of Wolf Paving Co., Inc.

4. Covenants Runs with the Land; No Taking. All terms and conditions of this Agreement run with the land and are binding upon, inure to the benefit of, and are enforceable by the Town and the parties, including their respective successors, assigns, and subsequent owners. By signing this Agreement, the parties agree that this Agreement shall not be deemed or construed as an act of condemnation or taking, and the parties waive its rights under Wis. Stat. Chapter 32.

5. Miscellaneous. Upon its execution, the Town shall record this Agreement against the Brookfield Fondue Property, Boschi Property, Bling Property, Langdon Property, and CHR Property with the Waukesha County Office of the Register of Deeds. This Agreement may not be amended or terminated without the written consent of the parties and recorded in the Waukesha County Office of the Register of Deeds. The parties represent and warrant that the individual signing this Agreement is fully authorized to enter into this Agreement and this Agreement is binding on each party. Any dispute arising out of or relating to this Agreement must be commenced in Waukesha County Circuit Court and must 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.

[Signature Page to Follow]

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

BROOKFIELD FONDUE, LLC

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
) ss.
_____ COUNTY)

Personally came before me this ____ day of _____, _____, the above-named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, _____
Commission expires: _____

BOSCHI INVESTMENTS

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
) ss.
_____ COUNTY)

Personally came before me this ____ day of _____, _____, the above-named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, _____
Commission expires: _____

BLING DYNASTY II, LLC

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
) ss.
_____ COUNTY)

Personally came before me this ____ day of _____, _____, the above-named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, _____
Commission expires: _____

LANGDON VARIN BT LLC

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
) ss.
_____ COUNTY)

Personally came before me this ____ day of _____, _____, the above-named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, _____
Commission expires: _____

CHR PROPERTIES, LLC

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
) ss.
_____ COUNTY)

Personally came before me this ____ day of _____, _____, the above-named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, _____
Commission expires: _____

TOWN OF BROOKFIELD

By: _____
Keith Henderson, Chairman

Date: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this ____ day of _____, _____, the above-named Keith Henderson, to me known to be the person executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission: _____

This instrument drafted by:
Attorney Michael P. Van Kleunen
AXLEY BRYNELSON, LLP
N17W24222 Riverwood Dr., Suite 250
Waukesha, WI 53188
(262)-409-2708

EXHIBIT A

Brookfield Fondue Property Legal Description:

PARCEL 1 CERT SURV 7320 VOL 62/86 2.10 AC PT SW1/4 SEC 29 T7N R20E DOC# 3109811.

For informational purposes only:

Address: 19850 W Bluemound Road, Brookfield, WI 53045

Tax Key No.: BKFT1123999005

Boschi Property Legal Description:

LOT 1 CERT SURV 4719 VOL 38/101 PT SW1/4 SEC 29 T7N R20E R678/154.

For informational purposes only:

Address: 19770 Bluemound Road, Brookfield, WI 53045

Tax Key No.: BKFT1123998

Bling Property Legal Description:

PARCEL 2 CSM #7320 VOL 62/86 REC AS DOC #1949604 PT SW1/4 SEC 29 T7N R20E ::
INCLUDING RECIPROCAL ACCESS EASEMENT AS RECORDED IN DOC #1949605 ON MARCH
24, 1994 & EXTENDED BY DOC #4384108.

For informational purposes only:

Address: 620 Elizabeth Court, Brookfield, WI 53045

Tax Key No.: BKFT1123992002

CHR Property Legal Description:

PT SW1/4 SEC 29 T7N R20E COM NE COR S00°15'E 1163.0 FT S89°04'W 321.75 FT THE BGN
S89°04'W 165.00 FT N00°15'W 297.00 FT N89°04'E 165.00 FT S00°15'E 297.00 FT TO BGN DOC#
3560304.

For informational purposes only:

Address: 19730 Bluemound Road, Brookfield, WI 53045

Tax Key No.: BKFT1123998001

Langdon Property Legal Description:

Lot 2 of Certified Survey Map No. 10365 recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, on April 6, 2007 in Volume 98 of Certified Survey Maps, at Page 197, as Document No. 3570685, being a redivision of Lot 1 of Certified Survey Map No. 6663 and 7803 in the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 7 North, Range 20 East.

Commencing at the Northeast corner of said Southwest 1/4; thence S87°50'13"W along the North line of said Southwest 1/4, a distance of 453.98 feet to the point of beginning; thence S00°36'22"W, a distance of 284.26 feet; thence N89°25'54"E, a distance of 36.43 feet; thence S00°15'29"E, a distance of 241.35 feet; thence S89°04'49"W, a distance of 230.15 feet; thence S00°15'29"E; a distance of 103.86 feet; thence S89°04'49"W, a distance of 250.10 feet; thence N12°00'12"W, a distance of 565.75 feet; thence N64°37'10"E, a distance of 159.74 feet to the North line of said Southwest 1/4; thence N87°50'13"E along said North line, a distance of 418.45 feet to the point of beginning.

Units 1101 through 1108, inclusive, Units 1201 through 1208, inclusive, Units 2101 through 2108, inclusive, Units 2201 through 2208, inclusive, Units 3101 through 3108, inclusive, Units 3201 through 3208 inclusive, Units 4101 through 4108, inclusive, Units 4201 through 4208 inclusive, together with an undivided interest in and to the common elements and facilities set forth in the Declaration of Condominium for Brookfield Trails Condominium Addendum No. 1, a Condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the Declaration of Condominium recorded in the Office of the Register of Deeds on February 26, 2008 as Document No. 3548282 and Amendment Number 1 recorded August 28, 2008 as Document No. 3596028, and any amendments thereto, and by its Condominium Plat. Located in the Town of Brookfield, Waukesha County, Wisconsin.

Together with easements established in Declaration Document Nos. 1708287, 3604332, 3648368

For informational purposes only:

| | |
|---------------|--|
| Address: | 625 Shepherd Court, Brookfield, WI 53045 |
| Tax Key Nos.: | BKFT1123975012 |
| | BKFT1123975009 |
| | BKFT1123975008 |
| | BKFT1123975016 |
| | BKFT1123975018 |
| | BKFT1123975011 |
| | BKFT1123975010 |
| | BKFT1123975015 |
| | BKFT1123975005 |
| | BKFT1123975006 |
| | BKFT1123975017 |
| | BKFT1123975004 |
| | BKFT1123975003 |
| | BKFT1123975014 |
| | BKFT1123975007 |
| | BKFT1123975013 |
| | BKFT1123975019 |

EXHIBIT B

Repairs



WOLF PAVING CO., INC
1320 Walnut Ridge Drive, Suite 100
Hartland, WI 53029

WOLF PAVING & EXCAVATING OF MADISON, INC.
5423 Reiner Rd
Sun Prairie, WI 53590

WWW.WOLFPAVING.COM

| | | | |
|--------------------------|--|--------------------|-----------|
| To: | Town Of Brookfield | Contact: | Tom Hagie |
| Address: | 645 North Janacek Road Brookfield, WI 53045 | Phone: | |
| Project Name: | Elizabeth Court Project | Fax: | |
| Project Location: | Elizabeth Court, Brookfield, WI | Bid Number: | |
| | | Bid Date: | 3/16/2023 |

| Item # | Item Description |
|--------|---|
| 1 | Pulverize Existing Asphalt For Approximately 1,530 SY |
| 2 | Fine Grade Base Course Material For Asphalt |
| 3 | Pave Asphalt Binder Course, 3 LT 58-28 S At 2.25" Deep For Approximately 1,530 SY |
| 4 | Pave Asphalt Surface Course 4 LT 58-28 S At 1.75" Deep For Approximately 1,530 SY |

Total Bid Price: \$42,845.00

Notes:

- Estimator Notes:** *Excess pulverized material to be hauled to town DPW yard if needed.
- Parties:** Wolf Paving Co., Inc./Wolf Paving & Excavating of Madison, Inc. ("Wolf" or "Wolf Paving") and the Customer (identified below) hereby mutually agree to be bound by these General Terms and Conditions ("Terms"), which are made part of and incorporated into the foregoing Proposal. These Terms and the Proposal are collectively referenced below as "the Agreement" or "this Agreement".
- Customer Obligations:** Customer shall be solely responsible for the following:
 - Providing Wolf with specifications and plans for the work to be performed by Wolf under this Agreement (the "Specifications"), and said Specifications shall be subject to Wolf's approval;
 - Back filling all edges of paved areas;
 - Notifying Wolf of the presence of any underground utilities or other concealed conditions that would not be identified by a Digger's Hotline search and identification and/or unusual conditions or restrictions during excavation;
 - Furnishing Wolf with a suitable subgrade/aggregate base having the ability to support the maximum axle loads transmitted from the heaviest construction and/or vehicle traffic anticipated as to not cause any deformation to the subgrade/aggregate base;
 - Rough grading the subgrade within +/- 0.1' of the proposed plan subgrade elevations;
 - If the Proposal provides for completion of fine grading by Wolf, furnishing a subgrade to within +/- 0.1' of the proposed plan aggregate base course elevations;
 - Arranging for any changes in landscaping needed to insure proper drainage flow from the project site;
 - Securing all necessary permits and approvals required by any regulatory agencies to perform Wolf's work (collectively the "Permits"); and
 - All requirements imposed by any regulatory agency and/or pertaining to compliance with any such Permits.
- Work of Others:** Prior to Wolf commencing its work, the work of all others shall be completed to an extent that it will not in any way conflict or interfere with Wolf's operations or timely completion of Wolf's work. In the event Wolf is directed to begin operations prior to completion of any other contractor's work, Customer shall pay Wolf's costs related to any additional mobilizations or reduced productivity attributable to obstructions or delays caused by the failure to complete the work of others prior to commencement of Wolf's work.
- Site Drainage:** Wolf reserves the right to refuse to perform the paving work unless minimum grades of 2.0% are attainable for surface drainage. If Customer directs construction with less than a minimum of grade of 2.0% or if the Specifications do not provide for 2.0% drainage in all directions, it is understood and agreed that water ponding may occur and that no warranty will attach to the paving work.
- Fine Grading of Aggregate/Unforeseen Conditions:** If the surface to be paved is to be fine graded by Customer or others, Wolf may require additional work to said surface, at Customer's sole cost, to correct deficiencies in the surface for stability, surface drainage, slope, elevation and other matters. In addition, in the event that a proof roll conducted by Wolf identifies "soft spots" in the aggregate base of the project site, such aggregate base will need to be stabilized at the sole cost of Customer; provided, however, any additional work to provide aggregate base stabilization will not be performed without the Customer's written consent.

- **Limitations of Scope of Work:** Notwithstanding any other provision of the Agreement to the contrary, Wolf shall not be responsible for the following:
 - Damage, restoration and/or changes to landscaping as a result of project preparation, execution or completion or base course repairs of landscaping restoration;
 - Insuring the proper continuation of drainage flow from the project site;
 - Movement or damage to any concrete, retaining walls, pavers or other structures during excavation or compaction on or near the project site;
 - Pavement damage due to normal construction equipment traffic;
 - Damage to any unmarked underground utilities;
 - Redesigning of plan grades in order to establish a minimum grade of 2.0% for surface drainage.
- **Change Orders/Changed Conditions:** Any changes to the scope of Wolf's work or any changes to the project conditions which require adjustment in the price of Wolf's work under this Agreement must be documented in written change order signed by Customer and Wolf prior to commencement of any extra work by Wolf.
- **Acceptance of Materials:** All labor and materials are conclusively accepted as satisfactory unless written objection is submitted to Wolf within seven (7) days of performance.
- **Termination/Cancellation:** Customer has the right to unilaterally cancel performance of this Agreement by notifying Wolf within three (3) business days after executing this Agreement. If Customer terminates this Agreement at any time after said three (3) day period, Wolf shall be entitled to retain all payments made before the date written notice of termination is received by Wolf and to be paid all sums owed for all other portions of Wolf's work that has been performed but not yet paid for or invoiced, along with an administrative fee in the amount of 10% of the total price for Wolf's work.
- **No Liquidated Damages:** Wolf shall not be liable under any circumstances for actual, special, consequential and/or incidental damages of any kind should Wolf's progress be substantially delayed by unanticipated changes, omissions or additions, by fire or other unavoidable casualty, by unusually severe weather conditions, or by strikes, labor trouble or lockouts not caused by the acts of Wolf or any supplier of Wolf, by reason of acts, omissions, neglect or default of Customer, other subcontractors or any other third party, by any cataclysmic event or act of God, or by reason of any other events or caused beyond the direct control of Wolf or any supplier of Wolf. In such event or circumstance, Wolf shall have the right to extend the time to complete the work by the amount of any such delay caused by such events or circumstances.
- **Insurance:** Customer shall maintain any necessary property insurance coverage on the work. Wolf shall maintain Worker's Compensation insurance to the extent required by law. Wolf will meet the required insurance limits of liability by using a combination of primary insurance policies and umbrella/excess policies.
- **Indemnification:** To the fullest extent permitted by law, Customer shall indemnify, defend and hold Wolf and its shareholders, officers, employees, agents, subcontractors, and material suppliers harmless of, from and against any and all actions, causes of action, claims, demands, damages, injuries, losses, liabilities, loss of services, penalties, assessments, attorneys' fees, other professional fees, expenses and other costs and charges of every kind and nature (collectively, "Claims") resulting from or in any way relating to the negligence, misconduct, or violation of law by Customer in the performance of, or its failure to perform, any of Customer's obligations under the Agreement including, but not limited to, Claims attributable to (a) bodily injury, sickness, diseases or death; and/or (b) damage injury to or destruction of property (including, but not limited to, the loss of use of such property resulting therefrom).
- **Limited Warranty:** Wolf warrants to Customer that Wolf's work shall be in conformity with the Specifications and free from defects in workmanship and material for a period of one (1) year from the date of substantial completion of Wolf's work. Wolf shall not be liable for any breach of warranty unless Customer gives written notice to Wolf within fourteen (14) days of discovery of a claimed defect and said written notice is received by Wolf within one (1) year after substantial completion of the work. Customer shall permit Wolf the opportunity to examine or test the alleged defect as reasonably requested by Wolf. If Wolf in its reasonable discretion determines that the alleged defect was due to faulty workmanship or defective material and not due to other causes, Wolf in its sole discretion will repair or replace said defects at no cost to Customer. This Limited Warranty does not include or extend to: (a) remedies for defects or damages caused by work of Customer, other contractors or third parties; (b) errors or inaccuracies in the Specifications or defects in the design or engineering of Wolf's work; (c) normal wear and tear, including, without limitation, defects or damages caused by the natural expansion or contraction of the construction materials; (d) use for a purpose for which the work was not intended; (e) improper or insufficient maintenance; (f) modifications performed by Customer, other contractors or any other third party; (g) sealcoat damage from snow plows; (h) drainage problems on the project site including, but not limited to, standing water; (i) construction traffic; (j) pavement overlays due to the potential of reflective cracking or expansion joints; (k) abuse; or (l) acts of God, casualty, catastrophe or other force majeure. This Limited Warranty shall be in effect only if Wolf receives final payment in full of the total invoiced amount to Customer upon completion of Wolf's work. This Limited Warranty shall extend solely to Customer.
THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE., ALL OF WHICH ARE HEREBY DISCLAIMED BY WOLF. THIS LIMITED WARRANTY ALSO EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES.
- **Notice of Lien Rights:** AS REQUIRED BY WISCONSIN CONSTRUCTION LIEN LAW, WOLF HEREBY NOTIFIES OWNER (IF CUSTOMER IS OWNER OF THE PROPERTY ON WHICH WOLF'S WORK IS PERFORMED) THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO WOLF, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. WOLF AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.
- **Severability/Governing Law:** If any provision of this Agreement is determined to be invalid or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement. The validity, interpretation and performance of the parties hereunder shall be governed by the laws of the State of Wisconsin, without regard to the conflict of laws principles thereof.
- **Incorporation:** In the event any other agreement is entered into between the parties, these Terms shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein unless otherwise expressly agreed in writing by Wolf and Customer. In the event of a conflict between the Proposal and these Terms, these Terms shall govern unless otherwise expressly agreed in writing by Wolf and Customer.

- **Acceptance:** Customer acknowledges and agrees that the prices and specifications set forth in the Proposal and these Terms are satisfactory and are hereby accepted. Customer authorizes Wolf to do the work as specified in the Proposal, subject to and in compliance with the Terms set forth above. The conditions of this proposal will be honored for **15 days**, after that time Wolf Paving Co., Inc. reserves the right to adjust the terms of this proposal. All agreements entered through this proposal/contract contingent upon strikes, accidents or delays beyond our control – Wolf Paving Co., Inc. reserves the right to adjust the terms of this contract if work is not completed within 14 days of authorization date or if the contract items are not completed within the stated time frame. Also, within the duration of the contract, Wolf Paving Co., Inc. reserves the right to pass along AC oil and other operation costs increases that occur prior to construction phase operations.
- **Pricing:** Prices are only good for work completed during the 2023 Construction Season. Work that is carried over to the 2024 season is subject to change based on oil prices.
- **Cold Weather Additives:** The addition of cold weather additives to the asphalt mix will be extra if required.
- **Mobilizations:** All work to be completed in one mobilization, unless otherwise noted.

Payment Terms:

Payment: Payment is due to Wolf upon substantial completion of the work, unless otherwise specified by the parties in writing. If performance of Wolf's work will extend beyond thirty (30) days, Wolf may issue progress billings on the project and each progress billing will be due and payable upon receipt of the progress billing. Any amounts remaining unpaid when due may be subject to late charges of 1.5% per month, 18% annually or the maximum interest rate permitted by law, whichever is less. Any credit card payments are subject to a 3% surcharge.

| | |
|---|--|
| <p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p> | <p>CONFIRMED: Wolf Paving Co., Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Brian Gallick (608) 209-3484 Brian.Gallick@wolfpaving.com</p> |
|---|--|

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Last Updated: Reporting For:
5/9/2023 **2022**

Financial Management

| | | |
|---|--|----------|
| 1. Provider of Financial Information Name: <input type="text" value="Tony Skof"/> Telephone: <input type="text" value="262-798-8629"/> (XXX) XXX-XXXX E-Mail Address (optional): <input type="text" value="tonysd4@gmail.com"/> | | |
| 2. Treatment Works Operating Revenues 2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ? ● Yes (0 points) <input type="checkbox"/> <input type="checkbox"/> ○ No (40 points) If No, please explain: <input type="text"/> 2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: <input type="text" value="2022"/> ● 0-2 years ago (0 points) <input type="checkbox"/> <input type="checkbox"/> ○ 3 or more years ago (20 points) <input type="checkbox"/> <input type="checkbox"/> ○ N/A (private facility) 2.3 Did you have a special account (e.g., CFWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system? ● Yes (0 points) ○ No (40 points) | | 0 |
| REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3] | | |
| 3. Equipment Replacement Funds 3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: <input type="text" value="2022"/> ● 1-2 years ago (0 points) <input type="checkbox"/> <input type="checkbox"/> ○ 3 or more years ago (20 points) <input type="checkbox"/> <input type="checkbox"/> ○ N/A If N/A, please explain: <input type="text"/> | | |
| 3.2 Equipment Replacement Fund Activity | | |
| 3.2.1 Ending Balance Reported on Last Year's CMAR | \$ <input type="text" value="33,000.00"/> | |
| 3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.) | + \$ <input type="text" value="1,000.00"/> | |
| 3.2.3 Adjusted January 1st Beginning Balance | \$ <input type="text" value="34,000.00"/> | |
| 3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.) | + \$ <input type="text" value="0.00"/> | |

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) -

\$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 34,000.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund?

\$ 33,000.00

0

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

| Project # | Project Description | Estimated Cost | Approximate Construction Year |
|-----------|--|----------------|-------------------------------|
| 1 | Reline 48" sewer interceptor due to deterioration of concrete pipe. | \$2,700,000 | 2023 |
| 2 | Repair / Reline 36" sewer interceptor due to deterioration of concrete pipe. | \$351,000 | 2026 |

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

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| | Electricity Consumed (kWh) | Natural Gas Consumed (therms) |
|----------------|----------------------------|-------------------------------|
| January | 2,370 | 8 |
| February | 2,133 | 6 |
| March | 1,964 | 7 |
| April | 1,578 | 8 |
| May | 1,197 | 6 |
| June | 1,147 | 10 |
| July | 1,020 | 7 |
| August | 1,045 | 6 |
| September | 1,204 | 6 |
| October | 1,228 | 9 |
| November | 1,890 | 6 |
| December | 2,118 | 9 |
| Total | 18,894 | 88 |
| Average | 1,575 | 7 |

6.1.2 Comments:

Electricity totals include electricity consumed at lift station and 5 sanitary sewer flow meter locations.
Natural Gas consumption totals are for the backup generator at lift station.

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

Back up generator enclosed in secure building.
Control/generator building contains heat and intrusion alarm.

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

No

Yes

Year:

By Whom:

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Describe and Comment:

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

When replacing lift station pumps replace with high efficiency motors.

| | |
|---|----------|
| Total Points Generated | 0 |
| Score (100 - Total Points Generated) | 100 |
| Section Grade | A |

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- Yes
- No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Clean, inspect, and televise 35% of the collection system manholes, sewer mains, and lateral connections.
Correct any problems found during inspections including inflow and infiltration.

Did you accomplish them?

- Yes
- No

If No, explain:

- Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- Organizational structure and positions (eg. organizational chart and position descriptions)
- Internal and external lines of communication responsibilities
- Person(s) responsible for reporting overflow events to the department and the public

- Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2022-03-15

Does your sewer use ordinance or other legally binding document address the following:

- Private property inflow and infiltration
- New sewer and building sewer design, construction, installation, testing and inspection
- Rehabilitated sewer and lift station installation, testing and inspection
- Sewage flows satellite system and large private users are monitored and controlled, as necessary
- Fat, oil and grease control
- Enforcement procedures for sewer use non-compliance

- Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- Equipment and replacement part inventories
- Up-to-date sewer system map

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- A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- A description of routine operation and maintenance activities (see question 2 below)
- Capacity assessment program
- Basement back assessment and correction
- Regular O&M training

Design and Performance Provisions [NR 210.23 (4) (e)]

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- Construction, Inspection, and Testing
- Others:

Collection system design review and construction observation services are completed by an outside consulting firm.

Overflow Emergency Response Plan [NR 210.23 (4) (f)]

Does your emergency response capability include:

- Responsible personnel communication procedures
- Response order, timing and clean-up
- Public notification protocols
- Training
- Emergency operation protocols and implementation procedures

Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]

Special Studies Last Year (check only those that apply):

- Infiltration/Inflow (I/I) Analysis
- Sewer System Evaluation Survey (SSES)
- Sewer Evaluation and Capacity Management Plan (SECAP)
- Lift Station Evaluation Report
- Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

| | | |
|---------------------------|----|---------------------------|
| Cleaning | 30 | % of system/year |
| Root removal | 0 | % of system/year |
| Flow monitoring | 0 | % of system/year |
| Smoke testing | 0 | % of system/year |
| Sewer line televising | 35 | % of system/year |
| Manhole inspections | 35 | % of system/year |
| Lift station O&M | 52 | # per L.S./year |
| Manhole rehabilitation | 1 | % of manholes rehabbed |
| Mainline rehabilitation | 1 | % of sewer lines rehabbed |
| Private sewer inspections | 30 | % of system/year |

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Private sewer I/I removal % of private services

River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

Connections of private sewer laterals at sewermain are inspected during annual televising.
Infiltration on 48" interceptor repaired at 3 locations.
Infiltration on 36" interceptor repaired.
Infiltration in 2 manholes repaired.

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

| | |
|------------------------------------|--|
| <input type="text" value="41.94"/> | Total actual amount of precipitation last year in inches |
| <input type="text" value="32.26"/> | Annual average precipitation (for your location) |
| <input type="text" value="48.26"/> | Miles of sanitary sewer |
| <input type="text" value="1"/> | Number of lift stations |
| <input type="text" value="0"/> | Number of lift station failures |
| <input type="text" value="0"/> | Number of sewer pipe failures |
| <input type="text" value="0"/> | Number of basement backup occurrences |
| <input type="text" value="0"/> | Number of complaints |
| <input type="text" value=".60"/> | Average daily flow in MGD (if available) |
| <input type="text"/> | Peak monthly flow in MGD (if available) |
| <input type="text"/> | Peak hourly flow in MGD (if available) |

3.2 Performance ratios for the past year:

| | |
|-----------------------------------|--|
| <input type="text" value="0.00"/> | Lift station failures (failures/year) |
| <input type="text" value="0.00"/> | Sewer pipe failures (pipe failures/sewer mile/yr) |
| <input type="text" value="0.00"/> | Sanitary sewer overflows (number/sewer mile/yr) |
| <input type="text" value="0.00"/> | Basement backups (number/sewer mile) |
| <input type="text" value="0.00"/> | Complaints (number/sewer mile) |
| <input type="text" value="0.0"/> | Peaking factor ratio (Peak Monthly:Annual Daily Avg) |
| <input type="text" value="0.0"/> | Peaking factor ratio (Peak Hourly:Annual Daily Avg) |

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

| Date | Location | Cause | Estimated Volume |
|---------------|----------|-------|------------------|
| None reported | | | |

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

Yes

No

If Yes, please describe:

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5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

Yes

No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

Infiltration located and repaired - 3 locations in a 48" sewer interceptor, infiltration in 36" interceptor, and 2 manholes repaired.

5.4 What is being done to address infiltration/inflow in your collection system?

Continue to televise 25%-30% of the collection system and repair any inflow/infiltration found during our maintenance and televising inspections. Inspect for illegal pump connections during water meter change out and cross connections inspections in all properties.

| | |
|---|----------|
| Total Points Generated | 0 |
| Score (100 - Total Points Generated) | 100 |
| Section Grade | A |

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Grading Summary

WPDES No: 0047341

| SECTIONS | LETTER GRADE | GRADE POINTS | WEIGHTING FACTORS | SECTION POINTS |
|---|--------------|--------------|-------------------|----------------|
| Financial | A | 4 | 1 | 4 |
| Collection | A | 4 | 3 | 12 |
| TOTALS | | | 4 | 16 |
| GRADE POINT AVERAGE (GPA) = 4.00 | | | | |

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

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Resolution or Owner's Statement

Name of Governing
Body or Owner:

Town of Brookfield - Sanitary District #4

Date of Resolution or
Action Taken:

Resolution Number:

018

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

AGREEMENT FOR TECHNICAL SERVICES

TOWN OF BROOKFIELD AND STRAND ASSOCIATES, INC.®

This Agreement is made and entered into this ____ day of _____, 20____, between the Town of Brookfield, Wisconsin, or Town of Brookfield Sanitary District No. 4, hereinafter referred to as OWNER, located at 645 North Janacek Road, Brookfield, Wisconsin 53045; and Strand Associates, Inc.®, hereinafter referred to as ENGINEER. This Agreement shall be in accordance with the following elements.

Scope of Services

Services to be provided under this Agreement can be described as engineering, scientific, computer-aided design drafting, clerical, and administrative activities performed in accordance with the terms and conditions of this Agreement and subsequently issued Task Orders. Prior to ENGINEER's engagement by OWNER, a mutually agreeable Task Order document shall be developed and executed by both parties. The Task Order will include **Project Information**, a detailed **Scope of Services**, **Compensation**, and **Schedule**. The general form of the Task Order shall be in accordance with the enclosed Task Order No. 23-01.

Service Elements Not Included

The following services are not included under this Agreement. If such services are required, they will be provided as noted in each subsequently issued task order.

1. Additional and Extended Services: Any services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.
2. Additional OWNER-required Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.
3. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.
4. Bidding Alternatives and Bid Phasing: Any services involved in providing bidding alternatives or bidding phases.
5. Bidding- and Construction-Related Services: Any services involved in performing bidding- and construction-related services.
6. Drawings and Specifications: Final design services including drawings and specifications.

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7. Flood Studies: Any services involved in performing flood and floodway studies.
8. Geotechnical Engineering: Geotechnical engineering information, if required, shall be provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
9. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for the Task Order-specified project.
10. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.
11. Review of Product Substitutions Proposed by Contractor: The terms of the construction Contract call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products. ENGINEER's cost for such evaluations is not included.
12. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in the project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.
13. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: Any services of this type if a contract is not awarded pursuant to the original bids.
14. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.

Compensation

OWNER shall compensate ENGINEER for Services indicated in each subsequently issued Task Order for a lump sum or for an estimated fee on an hourly rate basis plus expenses.

Expenses incurred such as those for subconsultants, travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum or estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sum or estimated fee that reflects any wage scale adjustments made.

The lump sum or estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.

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Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of April 24, 2023. This Agreement will terminate five years following its execution. The schedule for individual tasks will be included on each subsequently issued Task Order.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Task Order-specified project including previous reports, previous drawings and specifications, and any other data relative to the scope of the Task Order-specified project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of the Task Order-specified project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing the Task Order-specified project Services under this Agreement.
3. Provide access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
4. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
5. Provide all legal services as may be required for the development of the Task Order-specified project.
6. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations. OWNER's soils consultant shall provide all necessary geotechnical testing during construction. OWNER's soils consultant shall notify OWNER and ENGINEER of any geotechnical testing indicating any materials that are not in accordance with the Contract Documents (nonconforming materials) and if any nonconforming materials have been incorporated into the work.
7. Pay all permit and plan review fees payable to regulatory agencies.

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Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Observation Services

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability

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to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Failure to make payments to ENGINEER is cause for termination upon two-week notice to OWNER.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in the Task Order-specified project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

Remedies

Neither ENGINEER nor OWNER shall be liable to the other for special, indirect, punitive, or consequential damages for claims, disputes, or other matters in question arising out of this or relating to this Agreement. This mutual waiver is applicable, without limitation, due to either party's termination of this Agreement.

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Terms and Conditions

The terms and conditions of this Agreement and subsequently issued Task Orders will apply to the Services defined in the **Scope of Services** and represent the entire Agreement and supersede any prior proposals, Requests for Qualifications, or Agreements. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

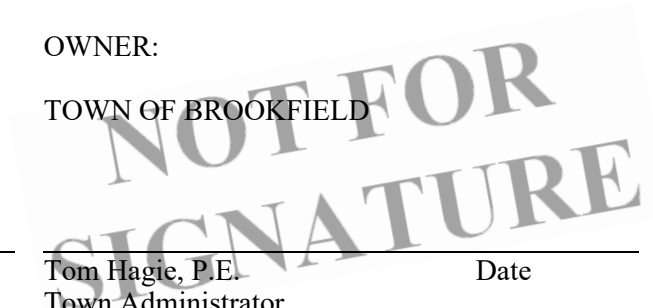
IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

TOWN OF BROOKFIELD



Joseph M. Bunker
Corporate Secretary

Date

Tom Hagie, P.E.
Town Administrator

Date



NFS TO OWNER

Strand Associates, Inc.[®]
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

Task Order No. 23-01
Town of Brookfield Sanitary District No. 4, Wisconsin (OWNER)
and Strand Associates, Inc.[®] (ENGINEER)
Pursuant to Agreement for Technical Services _____, 20____

Project Information

Services Name: Poplar Creek Interceptor Lining Design

Services Description: Provide design services for cured-in-place pipe lining of the Poplar Creek Interceptor from Manhole (MH) 292_019 to MH SN 19-047.

Scope of Services

ENGINEER will provide the following services to OWNER:

1. Revise the 2023 Deer Creek and Poplar Creek Preliminary Engineering Report (PER), previously prepared by ENGINEER, to include rehabilitation of the 54-inch Poplar Creek Interceptor from MH 292_019 to MH SN 19-047 in Phase I of the recommendations. Provide a final portable document format file of the revised PER to OWNER.
2. Review approximately 3,060 linear feet of OWNER-provided existing sanitary sewer closed-circuit television (CCTV) footage of the Poplar Creek Interceptor from MH 292_019 to MH SN 19-047.
3. Attend an on-site kickoff meeting with OWNER.
4. Review project alignment and access for rehabilitation of the interceptor.
5. Prepare temporary construction easement legal descriptions and graphics for OWNER's use in securing temporary easements.
6. Assist OWNER with obtaining applicable County of Waukesha permits for construction within the Barker Road right-of-way.
7. Assist OWNER with retaining services from Southeastern Wisconsin Regional Planning Commission for wetland delineation in the project area.
8. Assist OWNER with obtaining Wisconsin Department of Natural Resources General Permit 11 for temporary municipal wetland disturbance.
9. Prepare and submit to OWNER 30 percent drawings and technical specifications for the following:
 - a. Cured-in-place pipe lining of 3,060 linear feet of the 54-inch-diameter Poplar Creek Interceptor.
 - b. Traffic control on Barker Road.

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- c. Site access and bypass pumping plan.
 - d. CCTV for approximately 1,200 linear feet of the 72-inch sanitary sewer interceptor upstream of the Fox River Water Pollution Control Center.
10. Attend an on-site 30 percent design review meeting with OWNER.
 11. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings.
 12. Prepare and submit 90 percent drawings, technical specifications, and an opinion of probable construction cost to OWNER.
 13. Attend an on-site review meeting of the draft Bidding Documents with OWNER. Incorporate review comments, as appropriate, and submit two copies of the final Bidding Documents to OWNER.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order a lump sum of \$118,200.

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of April 24, 2023. Services are scheduled for completion on June 30, 2023.

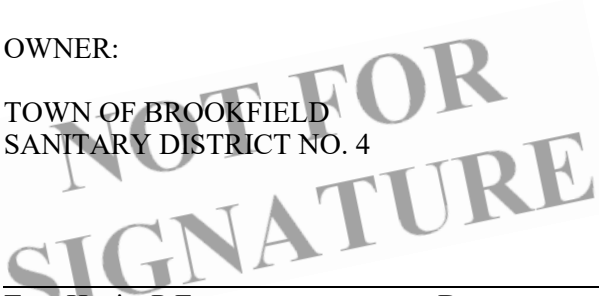
TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

TOWN OF BROOKFIELD
SANITARY DISTRICT NO. 4



Joseph M. Bunker
Corporate Secretary

Date

Tom Hagie, P.E.
Town Administrator

Date