



Office of the Town Clerk

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

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

MEETING AGENDA

Tuesday, August 5, 2025
7 p.m.

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

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

1. Call to Order & Roll Call.
2. Meeting Notices.
3. Approval of Agenda.
4. Approval of Minutes:
 - a. July 15, 2025 meeting of the TB, UD1, SD4.
5. Citizen Comments: Three-minute limit.
6. Old Business: None.
7. New Business:
 - a. Discussion and possible action regarding obtaining a ".gov" domain address.
 - b. Discussion and possible action regarding Ordinance 2025-02 Repeal and Recreate Section 1.24 Personnel Committee of the Municipal Code.
 - c. Discussion and possible action regarding proposed changes to the Personnel Policies and Procedures.
8. Departments, Boards, Committee/Commission Reports/Recommendations:
 - a. Sanitary District No. 4
 1. Discussion and possible action regarding the Watermain Easement for Penzey's Spices, located at 19300 Janacek Ct, Brookfield, WI 53045.
 2. Discussion and possible action regarding the Developer's Agreement for Penzey's Spices, located at 19300 Janacek Ct, Brookfield, WI 53045.
 3. Discussion and possible action regarding the Visu-sewer proposal for the grouting of 9 manholes.
 4. Discussion and possible action regarding the Visu-sewer proposal for the lining of 5 manholes.
 5. Discussion and possible action regarding the bids received for the Well No. 2 Rehabilitation.
 - b. Development Services
 1. Pending property maintenance code violations report.
9. Approval of Vouchers and Checks.
10. Communication and Announcements.
11. Adjourn.

Posted August 1, 2025
Emily Howells, Deputy Clerk



Office of the Town Clerk

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MEETING MINUTES

Tuesday, July 15, 2025
7 p.m.

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

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

1. Call to Order & Roll Call.

Chairman Henderson called the meeting to order at 7:00 p.m.

Present: Chairman Keith Henderson; Supervisors Steve Kohlmann, John Charlier, John Schatzman and Ryan Stanelle.

A quorum was met (5-0).

Staff Present: Fire Chief John Schilling, Town Attorney Michael Van Kleunen, Administrator/Interim-Clerk Tom Hagie and Deputy Clerk Emily Howells.

2. Meeting Notices.

Hagie confirmed the meeting notices were posted as required by law.

3. Approval of Agenda.

Motion by Stanelle to adopt the agenda with the exception of 8a moving between 7a and 7b; seconded by Schatzman.

Motion prevailed by a voice vote (5-0).

4. Approval of Minutes:

a. July 1, 2025 meeting of the TB, UD1, SD4.

Motion by Stanelle to approve the minutes as presented; seconded by Kohlmann.

Motion prevailed by a voice vote (4-0-1). Charlier abstained.

5. Citizen Comments: Three-minute limit. None.

6. Old Business: None.

7. New Business:

a. Discussion and possible action regarding the appointment of Jason Krogund to the Community Development Authority.

Motion by Chairman Henderson to appoint Jason Krogund to the Community Development Authority; seconded by Charlier.

Motion prevailed by a voice vote (5-0).

b. Convene into CLOSED SESSION pursuant to Wis. Stat. § 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: Municipal Recycling Dividend Program

Motion at 7:06 p.m. by Schatzman to convene into CLOSED SESSION pursuant to Wis. Stat. § 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session; seconded by Stanelle.

Motion prevailed by a voice vote (5-0).

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

Motion at 7:36 p.m. by Schatzman to reconvene into OPEN SESSION, according to Wis. Stat. §19.85(2), for any necessary action resulting from the Closed Session; seconded by Stanelle.

Motion prevailed by a voice vote (5-0).

No action resulting from Closed Session.

8. Departments, Boards, Committee/Commission Reports/Recommendations:

a. Plan Commission:

- 1. Discussion and possible action regarding the request by Ryan Janssen, representing Avery & Birch, for final approval of a new building consisting of a one-story salon suite facility, located at 21055 Crossroads Circle.

Motion by Stanelle to approve the request by Ryan Janssen, representing Avery & Birch, for final approval of a new building consisting of a one-story salon suite facility, located at 21055 Crossroads Circle subject to staff approval; seconded by Schatzman.

Motion prevailed by a voice vote (5-0).

9. Approval of Vouchers and Checks.

Motion by Charlier to approve vouchers and checks in the amount of \$73,457.90; seconded by Kohlmann.

Motion prevailed by a voice vote (5-0).

10. Communication and Announcements.

Howells and Hagie provided a summary of findings for alcohol establishments quotas.

Stanelle followed up on an email for emergency management training for supervisors.

Kohlmann provided a summary of the Fourth of July Parade at Marx Park.

Kohlmann provided his findings following up with the concerns by residents for property maintenance code enforcement. He drove through the neighborhood of the properties as well as contacted the property management company for the one house.

Chairman Henderson reminded the Board of the Wisconsin Towns Association meeting on Wednesday, July 23rd.

Chairman Henderson informed the Board he would not be available for the Tuesday, August 5th Town Board meeting.

Howells and Hagie informed the Board of an inquiry by Bullwinkle's which ultimately the Town ordinances does not allow.

11. Adjourn.

Motion by Kohlmann to adjourn at 7:55 p.m.; seconded by Charlier.

Motion prevailed by a voice vote (5-0).

Respectfully submitted by,

Emily Howells, Deputy Clerk



Wisconsin Elections Commission

201 West Washington Avenue | Second Floor | P.O. Box 7984 | Madison, WI 53707-7984
(608) 266-8005 | elections@wi.gov | elections.wi.gov

DATE: January 14, 2025

TO: Wisconsin Municipal Clerks
City of Milwaukee Election Commission
Wisconsin County Clerks
Milwaukee County Election Commission

FROM: Wisconsin Elections Commission

SUBJECT: 2022-2025 Election Security.gov Email Domain Subgrant Renewal Announcement

- SUMMARY.** On May 14, 2024, the Wisconsin Elections Commission approved the renewal of the Election Security .gov Email Domain Subgrant for municipalities, which awards up to \$600 per jurisdiction for transition to a wi.gov or .gov email domain. Under the federal Help America Vote Act (HAVA) Election Security Grant from the U.S. Election Assistance Commission, the Wisconsin Elections Commission (WEC) was awarded funds to “improve the administration of elections for Federal office, including to enhance election technology and make election security improvements to the systems, equipment and processes used in federal elections.”
- PROGRAM DESCRIPTION.** Under the 2022-2025 Election Security .gov Email Domain Subgrant Wisconsin municipalities may request grant funds to reimburse eligible expenses. Upon receipt of a properly completed Subgrant Reimbursement Request and Certification form, the WEC will award funds up to \$600 per jurisdiction. Requests will be reviewed and disbursed until the total approved subgrant amount of \$300,000 is expended and the grant term is closed. **Note: The process to obtain a wi.gov domain has changed. See updated information at elections.wi.gov/elections/election-security-integrity/election-security-wigov-and-gov-domains.**
- SUBGRANT PROJECT PERIOD.** August 24, 2021 through December 1, 2025. Costs must be incurred during the project period of August 24, 2021 – December 1, 2025.
- AUTHORIZED USES.** Eligible expenses include costs associated with a transition to a @wi.gov or @.gov email account; IT consulting fees associated with the transition to a wi.gov or .gov email domain; monthly costs for email hosting if associated with a wi.gov or .gov domain; or costs associated with maintaining the jurisdiction’s previous domain during the transition. The funds are not intended to cover normal election related expenses. See the *2022-2025 HAVA Election Security .gov Email Domain Subgrant Reimbursement Request and Certification* form for additional information.
- HOW DO JURISDICTIONS APPLY?** Complete and return the *2022-2025 HAVA Election Security .gov Email Domain Subgrant Reimbursement Request and Certification* form to electionsdomain@wi.gov no later than 4:30 p.m. on Monday, December 1, 2025. All subgrant program information will be posted to the WEC website on the Election Security .gov Domain page [here](#). Jurisdictions that previously received this subgrant may not apply again.
- QUESTIONS?** Email electionsdomain@wi.gov or call the Help Desk at (608) 261-2028.

Wisconsin Elections Commissioners

Ann S. Jacobs, chair | Marge Bostelmann | Julie M. Glancey | Don M. Millis | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe



Wisconsin Elections Commission

201 West Washington Avenue | Second Floor | P.O. Box 7984 | Madison, WI 53707-7984
(608) 266-8005 | elections@wi.gov | elections.wi.gov

2022-2025 HAVA ELECTION SECURITY .GOV EMAIL DOMAIN SUBGRANT

SUBGRANT REIMBURSEMENT REQUEST AND CERTIFICATION

The purpose of this document is to request subgrant funds as reimbursement and to certify that my jurisdiction has spent the requested subgrant funds solely for costs already incurred and outlined as allowable below and in accordance with the Code of Federal Regulations (CFR) Title 2, and the Wisconsin Election Commission's (the Commission's) documentation retention and reporting requirements.

I. FEDERAL GRANT

Funding for this .gov Subgrant comes exclusively from the federal Help America Vote Act (HAVA) Election Security Grant from the U.S. Election Assistance Commission to the Wisconsin Elections Commission: WEC UEI F1JRNREURZA5; CFDA Number 90.404; FAIN EAC-ELSEC18WI; Funding Source EAC1651DB2424WI-2024-61000001-410001-EAC1908000000; Federal Project Period 3/23/2018-Until funds are expended; Federal Budget Period 3/23/2018-9/30/2099; Purpose: "As authorized under Section 101 of the Help America Vote Act of 2002 (Public Law 107-252) (HAVA) and provided for in the Consolidated Appropriations Act, 2024 (Public Law 118-47), the purpose of this award is to 'improve the administration of elections for Federal office, including to enhance election technology and make election security improvements' to the systems, equipment and processes used in federal elections."; Grant Administration: "Award recipients and sub-recipients must adhere to all applicable federal requirements including requirements under the Federal Financial Accountability and Transparency Act (FFATA) and Office of Management and Budget (OMB) guidance: Title 2 CFR Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200)."

II. SUBGRANT ALLOWABLE USES

Purpose and Use of Funds.

To financially assist, up to \$600 per municipality but not to exceed \$400,000 in total for the subgrant, jurisdictions who certify they did not have an @wi.gov or @.gov email prior to August 24, 2021. Grants will be approved and disbursed until the program ends or the maximum subgrant disbursement of \$400,000 is reached, whichever comes first. Costs must be incurred during the subgrant project period of August 24, 2021 – December 1, 2025. Jurisdictions may request reimbursement through this subgrant only once. Requests for reimbursement must be the actual costs incurred (not for bids, proposals, or purchase orders that do not turn into issued invoices) and may be for:

1. Costs associated with a transition to @wi.gov or @.gov email for a clerk or municipal email account.
2. Costs associated with maintaining the jurisdiction's previous domain during the transition.
3. IT consultant fees associated with transition to a wi.gov or .gov email domain.
4. Monthly costs for email hosting if associated with a wi.gov or .gov domain.

Wisconsin Elections Commissioners

Ann S. Jacobs, chair | Marge Bostelmann | Don M. Millis | Carrie Riepl | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe

III. DOCUMENTATION AND AUDIT

DOCUMENTATION: The Commission does not require any documentation to be submitted except this signed Reimbursement Request and Certification form. However, documentation such as receipts and/or invoices showing date and amount for all expenditures made using requested subgrant funds must be retained by the requesting jurisdiction until December 31, 2032, at a minimum. Documentation includes receipts, invoices, payroll reports, etc. and notations to documents that claimed expenditures related to this subgrant. “Equipment” is defined as an asset with a useful life of more than one year and a per-unit acquisition cost of \$10,000 or greater (2 CFR § 200.33) and requires additional documentation. A standard inventory list of all Equipment purchased in whole or in part using subgrant funds must be created and maintained by the jurisdiction for purposes of any state or federal audit. This inventory list of Equipment must be provided to the WEC and again provided whenever there are changes to this inventory list. Per 2 CFR § 200.313(d), this inventory list must include the following nine fields: (1) a description of the property, (2) a serial number or other identification number, (3) the source of funding for the property (including the FAIN), (4) who holds title, (5) the acquisition date, and (6) cost of the property, (7) percentage of Federal participation in the project costs for the Federal award under which the property was acquired, (8) the location, use and condition of the property, and (9) any ultimate disposition data including the date of disposal and sale price of the property. At least once every two years, a physical inventory of the property must be taken and the results reconciled with the inventory list. Please consult 2 CFR § 200.313 for additional federal requirements and conditions pertaining to Equipment.

AUDIT: All subgrant funds are subject to audit by the Commission and/or the federal government to ensure funds have been spent appropriately and in accordance with all applicable state and federal laws.

Pursuant to Wis. Stat. § 5.05(11), if the federal government objects to the use of any funds provided to a jurisdiction under the subgrant, the jurisdiction shall repay the amount of the subgrant to the Commission. Each receiving jurisdiction is responsible for compliance with its own financial, purchasing, and procurement requirements when soliciting .gov migration services.

IV. TIMELINES

- **SUBGRANT PROJECT PERIOD:** August 24, 2021 – December 1, 2025. All costs must be incurred, including goods or services received or invoices received for future services, during this project period but do not have to be paid by December 1, 2025. Invoices may contain future contractual or IT services. Bids, proposals, or purchase orders are not adequate for this subgrant.
- **APPLICATION DEADLINE:** December 1, 2025.
- **SUBGRANT CLOSING DATE:** December 1, 2025. The Commission will expedite the disbursement of funds as the reimbursement requests are received. Commission staff will award subgrants based on actual costs and up to \$600. Subgrant allocation is within the sole discretion of the Commission staff administering the subgrant program. Subgrant funds may be received through electronic transfer to a jurisdiction’s shared revenues account (if available), or a physical check may be sent to a jurisdiction’s shared revenues location. For questions related to the processing of subgrant checks, please contact the Commission’s financial team via the Commission’s Help Desk at (608) 261-2028 or elections.finance@wi.gov

V. CERTIFICATIONS

Federal and State law require jurisdictions receiving subgrants to certify that they will comply with the terms of the subgrant. By signing and returning this request, your jurisdiction certifies the following:

- As the receiving jurisdiction, we certify that we have not previously applied for this subgrant.
- As the receiving jurisdiction, we certify that we did not have an @wi.gov or @.gov email prior to August 24, 2021.

- As the receiving jurisdiction, we certify that the below claimed costs were incurred, including as goods or services received or as invoices received for future services, for allowable costs during the subgrant project period of August 24, 2021 – December 1, 2025.
- As the receiving jurisdiction, we certify that the above claimed costs are our actual costs for the allowable uses of this subgrant and do not contain costs related to bids, proposals, or purchase orders that were not invoiced within the subgrant period.
- As the receiving jurisdiction, we will maintain all documentation of expenditures made using reimbursing subgrant funds until December 31, 2032.
- As the receiving jurisdiction, we further certify that we will follow all state and federal laws, including adherence to all applicable federal requirements including Office of Management and Budget (OMB) guidance: Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200) found here: (<https://www.govinfo.gov/app/collection/cfr/2024/>)

Receiving Jurisdiction's Name and County _____

Name of wi.gov or .gov Domain _____

(E)signature of Authorizing Authority _____

Note: Signatory must be authorized representative of jurisdiction

Printed Name of Requester _____ Date _____

Jurisdiction's Treasurer's Name & Mailing Address _____

VI. REIMBURSEMENT REQUEST: Each jurisdiction may request up to and including \$600 of reimbursement of actual costs incurred during the subgrant project period of August 24, 2021 – December 1, 2025.

Indicate below the amount of actual costs requesting reimbursement (up to \$600).

This section must be completed

\$	TOTAL REIMBURSEMENT AMOUNT REQUESTED (\$600 MAX)
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VII. RETURN THIS DOCUMENT

Return completed and signed form to electionsdomain@wi.gov no later than 4:30 p.m. on December 1, 2025. For questions contact the WEC Help Desk at (608) 261-2028 or electionsdomain@wi.gov.



MEMO

To: Town Board
From: Tom Hagie, Town Administrator
Date: July 31, 2025
Re: Personnel Policies & Procedures Manual Amendments

The Town of Brookfield Policies and Procedures manual (Manual) was last updated in 2002 with minor changes over the last 20+ years. Town staff is working on recreating the Manual to better fit current practices and to meet current employment and labor standards. In the meantime while the new manual is being created, we will be submitting proposed changes to the existing Manual to make it function more efficiently and effectively and to clear up ambiguity and contradictory language. Below is the first of the requested changes.

CHANGE: Policy 401, Section 2.5.c compensatory time bank maximum hours from 40 hours to 80 hours.

REPLACE: Policy 609, Section 2.1a.1 and 2.1a.1b vacation accrual schedule with the following:

1. First Year (year the probationary period is completed) – 2 weeks prorated by the number of workweeks remaining between the completion of the employee's probationary period and the end of the year.
2. Second Year – 2 weeks
3. After Second Year – an additional 8 hours per year to a maximum of 200 hours.

This change would be retroactive and all non-represented employees vacation allotments would be updated according to the new schedule.

Thank you,

Tom Hagie
Town Administrator

WATERMAIN EASEMENT

Document Number

This Watermain Easement (this “Agreement”), dated as of the date identified on the signature page below, is by and between WTP Holdings LLC (the “Owner”) and Sanitary District Number 4 – Town of Brookfield, Waukesha County, Wisconsin (the “Grantee”).

WHEREAS, the Owner is the owner of real property located at 19300 Janacek Court, Brookfield, WI 53008 (Tax Key No.: BKFT1124995006), which is more particularly described on the attached **Exhibit A** (the “Property”);

WHEREAS, the Owner has proposed to construct certain watermain and fire hydrant improvements on the Property, in accordance with the plans and specifications approved by Grantee for such development (the “Project”).

WHEREAS, in order to complete the Project, the Owner desires to grant, and Grantee desires to accept, a permanent, nonexclusive easement for the extension of water utilities, and fire hydrant system, and the right to access, improve, and maintain the same over a portion of the Property depicted on the map and further described on the attached **Exhibit B** (the “Easement Area”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Owner hereby grants and conveys to Grantee a permanent, nonexclusive easement over, across, and under the Easement Area to maintain, operate, construct, use, repair (including reconstruction), enlarge, relocated, and remove the water main, fire hydrant, and other related utilities, fixtures, equipment, and appurtenances that are necessary to extend and provide municipal water service to the Property (collectively, the “Utilities”) in Sanitary District Number 4 in the Town of Brookfield, Waukesha County, Wisconsin (the “Easement”). This Agreement and this Easement includes the Grantee’s right of ingress and egress to the Easement Area. Except for the lateral connection which connects directly to the water facilities, and other related fixtures, equipment and appurtenances, all such items shall remain the property of Grantee.

2. Access and Maintenance. Owner grants the Grantee, its employees, agents, licensees, and/or contractors the right to enter and access the Property and Easement Area, for the purpose of maintaining, operating, constructing, operating, using, repairing (including reconstruction), enlarging, relocating, and removing the Utilities.

3. No Alteration. Owner shall not materially alter the topography or grading of the Easement Area, without the Grantee’s prior written consent. Owner shall not use the Easement Area in a manner that will disturb or interfere with the Utilities, or prevent ingress and egress to the Easement Area. Subject to the foregoing, Owner, for itself and its agents, invitees, tenants, contractors, and representatives, hereby reserves the right to use the Easement Area for any and all purposes that do not unreasonably interfere with the rights granted to Grantee under this Agreement.

4. Obstruction. Owner agrees that the Grantee may remove any obstructions that have been placed or permitted upon the Easement Area after the execution of this Agreement. Such obstructions include, but not

Recording Area

Name and Return Address

Sanitary District No. 4 –
Town of Brookfield
P.O. Box 1296
Brookfield, WI 53008

BKFT1124995006

Parcel Identification Number (PIN)

limited to, all trees, shrubs, grass, aggregate, pavement, herbage, or other materials now existing on or under the Easement Area or that may be hereafter planted, grown, or deposited thereon. If the Grantee causes any disturbance or damage to the Easement Area, the Grantee shall restore the Easement Area to its condition prior to that disturbance or damage, to the extent reasonably practical as determined reasonably by the Grantee.

5. Relocation. Grantee may relocate the Utilities at any time within the Easement Area. Owner shall not relocate the Utilities without the Grantee's prior written consent.

6. Indemnification. Except as otherwise provided by this Agreement, the Owner shall indemnify and hold the Grantee, its agents, employees, contractors, or assigns harmless from and against any and all claims, actions, suits, charges, and judgments, including attorneys' fees and costs that arise out of or relate to this Agreement, the Property, the Easement, the construction, operation, use, maintenance, and repair (including reconstruction) of the Utilities, or personal injury or property damage arising out of any activity undertaken by the Grantee, its agents, employees, contractors, or assigns.

7. Default. If Grantee is required to enforce any provision of this Agreement, whether or not litigation is commenced, Grantee shall be entitled to recover from Owner all costs and expenses, including attorneys' fees incurred by Grantee in such enforcement. Grantee may recover any unpaid amount by placing such amount on the tax roll of the Property, as a special assessment in accordance with of Wis. Stat. § 66.0703. In addition to this Section, Grantee shall still be entitled to all other rights and remedies provided by law.

8. Covenants Runs with the Land. All of the terms and conditions of this Agreement run with the land and are binding upon, inure to the benefit of, and are enforceable by the Owner and the Grantee, their respective successors and assigns.

9. No Taking. By signing this Agreement, the Owner agrees that this Agreement and Easement shall not be deemed or construed as an act of condemnation or taking, and the Owner waives its rights under Wis. Stat. Chapter 32.

10. Miscellaneous. Upon its execution, this Agreement shall be recorded against the Property with the Waukesha County Register of Deeds. This Agreement may not be amended without the written consent of the parties and recorded in the Waukesha County Register of Deeds. This Agreement and the Easement shall only terminate upon agreement by the parties in writing. The Owner represents and warrants that the individual signing this Agreement is fully authorized to enter into this Agreement and this Agreement is binding on the Owner. 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. This Agreement (together with the other agreements and documents being delivered pursuant to, or in connection with, this Agreement) constitute the entire agreement of the parties, and supersedes all prior agreements and understandings of the parties, oral and written, with respect to the subject matter hereof. The Recitals of this Agreement, including all defined terms contained in the Recitals, are incorporated into, and made part of, this Agreement.

[Signature Page to Follow]

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

OWNER

WTP Holdings 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 who executed the foregoing
instrument and acknowledged the same.

Notary Public, State of _____
Commission expires: _____

GRANTEE

SANITARY DISTRICT NUMBER 4 – TOWN OF BROOKFIELD

By: _____
Keith Henderson, President

Date: _____

By: _____
Tom Hagie, Interim Town Clerk

Date: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this ____ day of _____, _____, the above-named Keith Henderson and Tom Hagie, to me known to be the persons who 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

Property Legal Description

All of Certified Survey Map No. 4986, recorded July 17, 1986 in Volume 40 of Certified Survey Maps on Pages 267 through 270, inclusive, as Document No. 1359183, being a re-survey of Parcels 1 and 2 of Certified Survey Map No. 3376, recorded August 18, 1978 in Volume 25 of Certified Survey Maps on Pages 262 and 263, as Document No. 1061636, and corrected by Affidavit to Correct Certified Survey Map recorded September 28, 1978, on Reel 325, Image 1086, as Document No. 1067072, being a part off the Southwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 29, Town 7 North, Range 20 East, in the Town of Brookfield, County of Waukesha, State of Wisconsin.

For informational purposes only:

Address: 19300 Janacek Court, Brookfield, WI 53008
Tax Key No.: BKFT1124995006

EXHIBIT B

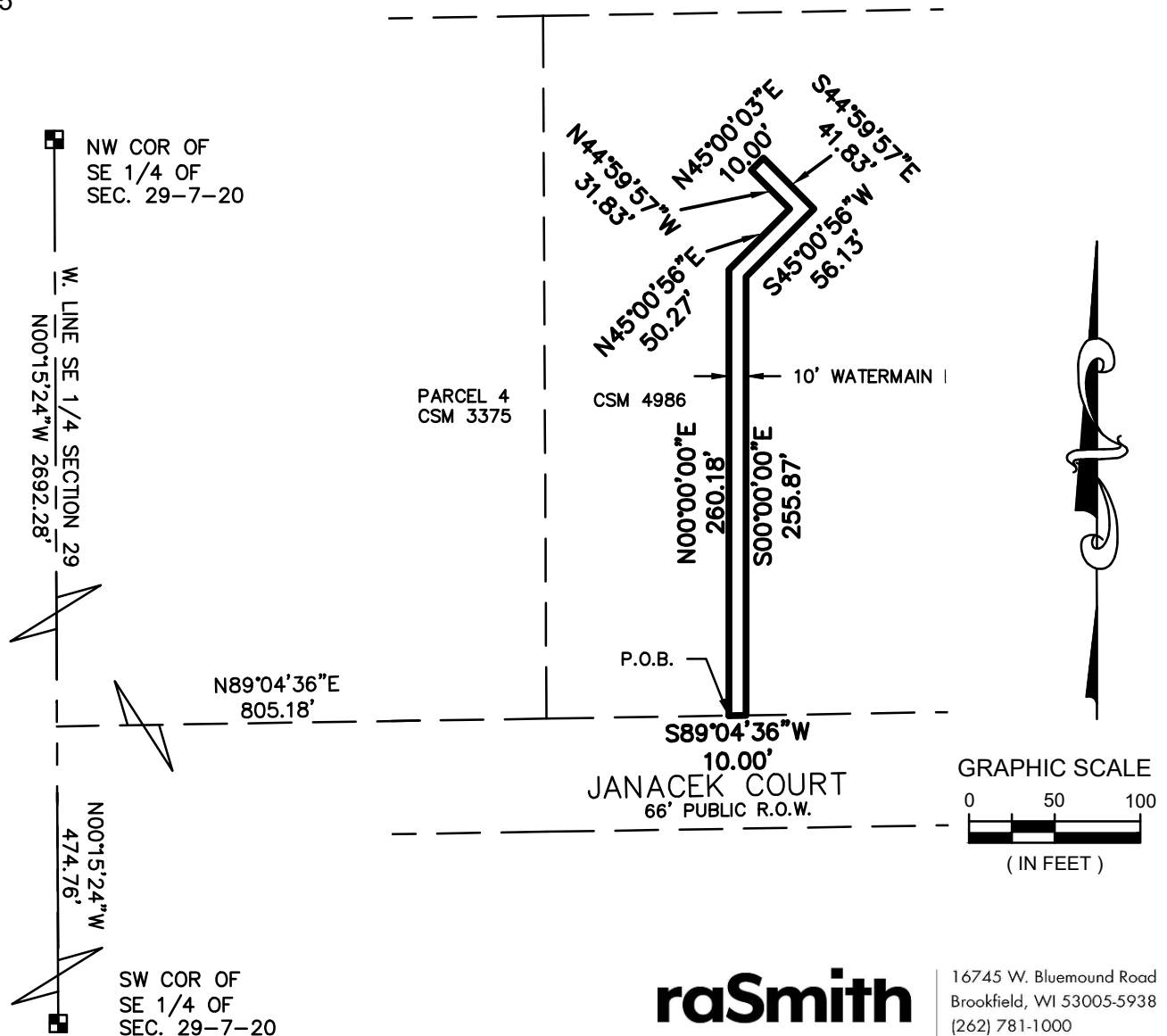
WATERMAIN EASEMENT

Part of Certified Survey Map No. 4986, being in the Southwest 1/4 of the Southeast 1/4 of Section 29, Township 7 North, Range 20 East, in the Town of Brookfield, Waukesha County, Wisconsin.

Commencing at Southwest corner of the Southeast 1/4 of said Section; thence North 00° 15' 24" West along the West line of said 1/4 Section a distance of 474.76 feet to a point in the extension of the North line of Janacek Court; thence North 89° 04' 36" East along said North line and its extension 805.18 feet to the point of beginning of lands to be described;
thence North 00° 00' 00" East 260.18 feet to a point; thence North 45° 00' 56" East 50.27 feet to a point; thence North 44° 59' 57" West 31.83 feet to a point; thence North 45° 00' 03" East 10.00 feet to a point; thence South 44° 59' 57" East 41.83 feet to a point; thence South 45° 00' 56" West 56.13 feet to a point; thence South 00° 00' 00" West 255.87 feet to a point in the North line of Janacek Court; thence South 89° 04' 36" West along said North line 10.00 feet to the point of beginning.

Said land contains 3481 square feet.

Drawing No, 169803-RMK
July 11, 2025



raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

GIS Web Map



6/4/2025, 10:21:52 AM

- Water - Curb Box

●

 NO

●

 YARD

Water - Valve

●

 YES
- Water - Hydrant Lead

●

 Water - Hydrant
- Water - Lateral

●

 Sanitary - Manhole
- Water - Water Main

●

 Sanitary - Lateral
- Sanitary - Gravity Main

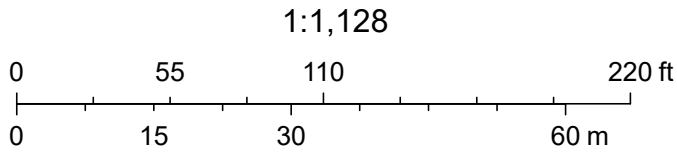
●

 Sanitary - Gravity Main

Parcels

Civil Divisions

2024 Aerial



SEWRPC, Waukesha County Land Information Office, Waukesha County LIS, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS,

DEVELOPMENT AGREEMENT

Document Number

This Development Agreement (this “Agreement”), effective as of the date identified on the signature page below (the “Effective Date”), is by and between WTP Holdings LLC (the “Developer”), and the Town of Brookfield and Sanitary District No. 4 – Town of Brookfield, their agents, designees, or assigns (collectively, the “Town”).

WHEREAS, Developer is the owner of real property located at 19300 Janacek Court, Brookfield, WI 53008 (Tax Key No.: BKFT1124995006), which is more particularly described on the attached **Exhibit A** (the “Property”);

Recording Area

Name and Return Address

Town Clerk

Town of Brookfield

645 N. Janacek Road

Brookfield, WI 53045

BKFT1124995006

Parcel Identification Number (PIN)

WHEREAS, Developer has proposed to construct certain watermain and fire hydrant improvements on the Property, as further described in this Agreement (the “Project”); and

WHEREAS, the parties desire to enter into this Agreement to memorialize their rights and obligations with regard to the Project.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Water and Fire Hydrants. Developer, at its sole expense, shall construct and install water mains, fire hydrants, and related appurtenances all in accordance with the plans and specifications approved by the Town, and in a location and manner approved by the Town (each an “Improvement” and collectively, the “Improvements”). Developer shall grant to the Town a Watermain Utility Easement authorizing the Town to access the Property for the purpose of maintaining the Improvements, which shall be in a form acceptable to the Town and recorded against the Property in the Waukesha County Register of Deeds. Developer shall provide the Town 48-hour notice prior to the installation of an Improvement. Upon completion of an Improvement, Developer shall provide to the Town two sets of “as built” drawings depicting the actual location of that Improvement in a form acceptable to the Town. The “as built” drawings shall be prepared by Developer’s engineer and submitted to the Town before the Town accepts the dedication of the Improvements.

2. Landscaping. Developer, at its sole expense, shall construct and maintain certain landscaping on the Property in accordance with the plans and specifications approved by the Town. Developer shall submit to the Town Building Inspector, a bond or other cash deposit in an amount determined by the Town Building Inspector as being sufficient to ensure compliance with this Section. The landscaping bond shall be returned to Developer 12 months after installation of the landscaping in accordance with this Agreement.

3. Grading, Erosion, and Silt Control. In accordance with the plans and specifications approved by the Town, Developer shall, at its sole expense: (a) cause all grading, excavation, open cuts, side slopes and other land surface disturbances on or adjacent to the Property to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the Town, DNR, and Army Corps of Engineers, if applicable; (b) ensure all disturbed areas of the Property and adjacent to the Property are restored in a manner approved by the Town; (c) ensure that all ditches are to final grade and seeded; and (d) take all other necessary action required by the Town.

4. Inspection and Fees. Developer shall, at its sole expense, retain consulting, engineering, and any other necessary professional services for staking and construction administration of the Project. During the construction of the Project, the Town may observe construction and material testing. Developer is responsible for all costs associated with construction observation and material testing of the Project. Developer grants the Town the right to access the Property at all times to monitor the Project and ensure compliance with this Agreement.

5. Letter of Credit. No less than 30 days prior to the start of Project construction, Developer shall provide the Town with an unconditional irrevocable standby letter of credit on original bank letterhead or other financial guarantee satisfactory to the Town in the aggregate amount of 120% of the total estimated cost of the Improvements ("LOC"). The LOC shall remain valid and in effect for 12 months after the date the Improvements for which the LOC is provided are completed. The Town may draw upon the LOC at any time as provided in this Agreement or if Developer fails to pay for any damages or defects to Town property and/or the Improvements. If the Town is required to draw against the LOC, Developer shall replenish that amount drawn to return the aggregate amount under the LOC to 120% of the total estimated cost of the Improvements. The amount of the LOC may be reduced from time to time as and to the extent that the portion of work required under this Agreement is complete, free and clear of all liens and encumbrances, and approved in writing by the Town. The remaining Letter of Credit may be reduced to an amount equal to the total cost to complete any uncompleted Improvements plus 10% of the total cost of the Improvements.

6. Dedication. Subject to all of the other provisions of this Agreement, Developer shall, without charge to the Town, upon completion of the Improvements, unconditionally give, grant, convey and fully dedicate the Improvements to the Town, its successors and assigns, forever, free and clear of all encumbrances whatever, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such Improvements and together with any and all necessary easements for access thereto. After such dedication, the Town shall have the right to connect or integrate other improvements as the Town determines, with no payment or award to, or consent required of, Developer. Dedication shall not constitute acceptance of any Improvement by the Town Board. Developer shall furnish proof to the Town, prior to the dedication required, that the public land and Improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

7. Final Acceptance. Upon Developer's completion of the Improvements as required by this Agreement and all Federal, State, County or Town guidelines, specifications, regulations, laws, and ordinances, and dedicates the same to the Town, the Improvements shall be accepted by the Town by resolution of the Town Board, which may be recorded against the Property with the Waukesha County Register of Deeds ("Final Acceptance").

8. Guarantee. For one year from the date of Final Acceptance of all of the Improvements (the "Guarantee Period"), Developer shall guarantee the Improvements against defects due to faulty materials or workmanship (the "Guarantee"). Developer shall pay for any damages to Town property and/or Improvements resulting from such faulty materials or workmanship. The Guarantee shall not be a bar to any action the Town might have for negligent workmanship or materials. If during Guarantee Period, the Town determines that the Improvements require any repair or replacement due to Developer's defective materials or workmanship, Developer shall complete such repair or replacement at its sole expense upon written notice from the Town. If Developer fails to comply with this Section, the Town may complete such repairs or maintenance, and any costs incurred by the Town shall be drawn against the LOC or collected from Developer as a special charge against the Property pursuant to Wis. Stat. § 66.0627.

9. Default. If the Town is required to enforce any provision of this Agreement, whether or not litigation is commenced, the Town shall be entitled to recover from Developer all of costs and expenses, including

attorneys' fees, incurred by the Town in such enforcement. The Town may recover any unpaid amount by placing such amount on the tax roll of the Property, as a special assessment in accordance with of Wis. Stat. § 66.0703. Developer waives all rights to any notice requirements as a condition precedent to such special assessment. In addition to this Section, the Town shall still be entitled to all other rights and remedies provided by law. Developer authorizes the Town or its designee to access the Property at any time to ensure compliance with this Agreement.

10. General Indemnity. Developer shall indemnify, defend, and hold harmless the Town, its officers, supervisors, agents, employees, contractors, or assigns from and against any and all claims, actions, suits, charges, and judgments, including attorneys' fees and costs that arise out of or relate to this Agreement, the Property, the Project, the construction, operation, use, maintenance, and repair (including reconstruction) of the Improvements, or personal injury or property damage arising out of any activity undertaken by the Town, its officers, supervisors, agents, employees, contractors, or assigns. This Section shall survive termination or expiration of this Agreement.

11. Insurance. Until the expiration of the Guarantee Period, Developer, its contractors, suppliers, and any other individual working on the Property shall maintain insurance coverage in the amount acceptable to the Town. Developer shall also name as additional insured on its general liability insurance the Town of Brookfield, Sanitary District No. 4 – Town of Brookfield, and their officers, agents, and employees, and any independent contractors hired by the Town to perform service as to this Project and give the Town evidence of the same upon request by the Town.

12. Payment of Costs, Inspection, and Administrative Fees. Developer shall pay and reimburse the Town for all reasonable fees, expenses, costs, and disbursements incurred by the Town in connection with the Project and construction, installation, dedication, and acceptance of the Improvements, including without limitation, design, engineering, review, supervision, inspection, legal, administrative, and fiscal work. If Developer fails to pay an invoice from the Town within 30 days from the date of that invoice, the Town may: (a) charge the unpaid balance against the LOC; or (b) assess a special charge against the Property pursuant to Wis. Stat. § 66.0627.

13. Assignment. Developer may not transfer or assign its rights or obligations under this Agreement without the Town's prior consent. This Agreement is binding upon Developer, its heirs, successors, and assigns, and all Developer's subcontractors and agents. Developer shall take all reasonably necessary action to ensure that the entities and individuals referenced in this Section comply with this Agreement.

14. Entire Agreement; Amendment. This Agreement (together with the other agreements and documents being delivered pursuant to, or in connection with, this Agreement) constitute the entire agreement of the parties, and supersedes all prior agreements and understandings of the parties, oral and written, with respect to the subject matter hereof. The Recitals of this Agreement, including all defined terms contained in the Recitals, are incorporated into, and made part of, this Agreement. This Agreement may only be amended or terminated upon written agreement signed by Developer and the Town, and thereafter recorded against the Property in the Waukesha County Register of Deeds.

15. Governing law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Any action arising out of, or relating to, this Agreement shall be commenced in Waukesha County Circuit Court. All provisions of the Town Code are incorporated into this Agreement by reference and binding upon the parties. Developer shall comply with all current applicable codes, regulations, and orders of the Town, Waukesha County, State of Wisconsin, and federal government (each, a "Governmental Entity").

16. Severability; Interpretation. If any provision of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the validity

of any other provision of this Agreement, and the rights of the parties will be construed as if the provision was never part of the Agreement. This Agreement shall be construed without regard to the identity of the party who drafted this Agreement and any rule of construction that the document is to be construed against the drafting party shall not apply to this Agreement.

17. No Approval or Waiver; Counterparts. Nothing in this Agreement shall authorize any use or activity on the Property that would otherwise first require the approval of the Town or a Governmental Entity. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the Town shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. 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.

Dated and effective as of the date signed by the Town below (“Effective Date”).

DEVELOPER

WTP Holdings 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 who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____
Commission expires: _____

**TOWN OF BROOKFIELD and
SANITARY DISTRICT NO. 4 - TOWN OF BROOKFIELD**

By: _____
Keith Henderson
Town Chairman and Sanitary District President

Date: _____

By: _____
Tom Hagie, Interim Town Clerk

Date: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this ____ day of _____, _____, the above-named Keith Henderson and Tom Hagie, to me known to be the persons who 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., Ste. 250
Waukesha, WI 53188
(262)-409-2708

EXHIBIT A

Property Legal Description

All of Certified Survey Map No. 4986, recorded July 17, 1986 in Volume 40 of Certified Survey Maps on Pages 267 through 270, inclusive, as Document No. 1359183, being a re-survey of Parcels 1 and 2 of Certified Survey Map No. 3376, recorded August 18, 1978 in Volume 25 of Certified Survey Maps on Pages 262 and 263, as Document No. 1061636, and corrected by Affidavit to Correct Certified Survey Map recorded September 28, 1978, on Reel 325, Image 1086, as Document No. 1067072, being a part off the Southwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 29, Town 7 North, Range 20 East, in the Town of Brookfield, County of Waukesha, State of Wisconsin.

For informational purposes only:

Address: 19300 Janacek Court, Brookfield, WI 53008
Tax Key No.: BKFT1124995006

Proposal

To: Tony Skof
Town of Brookfield Sanitary District #4
150 South Barker Road
Brookfield, WI 53008-1296
262-798-8629

From: Mike Olsen
Visu Sewer, LLC.
W230 N4855 Betker Dr.
Pewaukee, WI 53072
262-695-2340

Date: 7/14/2025

Project: Manhole Grouting

Visu-Sewer is pleased to offer the following service:

Pressure grouting of nine (9) manholes in the Town of Brookfield Sanitary District #4. Visu-Sewer will provide all labor, equipment, and material to complete this project. The Town of Brookfield Sanitary District #4 shall provide access to all manholes, water for our grout truck from a nearby hydrant (without charge), and any traffic control beyond cones and signs.

Time and Material Price:

Labor - \$305.00 per hour (Port to Port)
(Estimate of (+/-) 30 hours)

Material - \$15.00 per gallon (AV100 Grout)
(Estimate of (+/-) 270 gallons)

NOTE: By executing this agreement, you agree to pay for the actual material volume used and time spent for mobilization and time on site to complete the project at the T&M rates above.

Thank you for the opportunity to quote on this project. If you have any questions, please do not hesitate to contact me at 262-695-2340.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to standard practices or specifications submitted. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. If a collapse of the original pipe results during the lining process, Visu-Sewer will not be held liable for costs associated with excavation, repairs, or restoration. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Terms - Net 30 days.

Acceptance of Proposal

The above prices / conditions are satisfactory and are hereby accepted. Visu-Sewer, LLC. is authorized to do the work as specified.

Date: _____ Signature: _____

Proposal

To: Tony Skof
Town of Brookfield Sanitary District #4
150 South Barker Road
Brookfield, WI 53008-1296
262-798-8629

From: Mike Olsen
Visu Sewer, LLC.
W230 N4855 Betker Dr.
Pewaukee, WI 53072
262-695-2340

Date: 7/14/2025

Project: Strong Seal Cementitious Manhole Lining

Visu-Sewer is pleased to offer the following service:

Line the walls and benches of five (5) manholes in the Town of Brookfield Sanitary District #4 using 1/2" of Strong Seal MS-2A. Pricing includes root removal to prep manholes for lining. All work will be in accordance with manufacturers' specifications. The price to complete this work is as follows:

Price – \$2,150.00 per manhole
(Based on a minimum of five (5) manholes)

Note: Manhole lining does not include bypass pumping, lining the invert, installing/rebuilding the bench or the removal of steps or chimney seals.

The Town of Brookfield Sanitary District #4 is asked to provide drivable equipment access to all manholes, water from nearby hydrants (without charge), a washdown site for our equipment, traffic control beyond cones and signs, and a dump site for debris disposal. If needed, sealing of active leaks will be quoted separately.

Thank you for the opportunity to quote on this project. If you have any questions, please do not hesitate to contact us at 262-695-2340

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Time and material rates are charges "port to port". Terms - Net 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Visu-Sewer, LLC. is authorized to do the work as specified.

Date: _____ Signature: _____



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

August 1, 2025

Mr. Tony Skof
Town of Brookfield Sanitary District No. 4
645 North Janacek Road
Brookfield, WI 53045

Re: Well No. 2 Rehabilitation
Town of Brookfield Sanitary District No. 4, Brookfield, Wisconsin

Dear Tony,

Proposals for the above-referenced Project were provided on July 30, 2025. Three Proposals were received with the resulting tabulation enclosed. The low Proposal of \$88,710 was less than ENGINEER's opinion of probable construction cost.

Mid-City Corporation of Butler, Wisconsin, provided the apparent low Proposal at \$88,710. The Proposal included a Bid Bond for 5 percent. The Proposal included one irregularity with the computed total being listed at \$88,570, whereas the summation of the Proposal items is \$88,710.

Strand Associates, Inc.® has previously worked with Mid-City Corporation on projects for the Village of Lannon, and Cities of West Bend, Fond du Lac, and Whitewater, Wisconsin. For those projects, the owners determined Mid-City Corporation to be responsible. Only the Village of Lannon project was specifically a well rehabilitation project.

If you determine that Mid-City Corporation is a responsible Proposer after your evaluation of their qualifications and proposal, we recommend proceeding with award and execution of the Proposal.

Sincerely,

STRAND ASSOCIATES, INC.®

Steven B. Kluesner, P.E.

Enclosure

Bids Received: 1 P.M.
July 30, 2025

STRAND ASSOCIATES, INC.®
910 West Wingra Drive
Madison, WI 53715

TOWN OF BROOKFIELD SANITARY DISTRICT NO. 4
BROOKFIELD, WISCONSIN
WELL NO. 2 REHABILITATION

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Computed Total Bid
Mid City Corporation 12930 West Custer Avenue Butler, WI 53007	5%	Not Applicable	\$88,710.00 *\$88,570.00
C T W Corporation 21500 West Good Hope Road Lannon, WI 53046	5%	Not Applicable	\$98,221.00
Water Well Solutions Wisconsin, LLC N87 W36051 Mapleton Street Oconomowoc, WI 53066	5%	Not Applicable	\$106,965.16 *\$106,965.00
Midwest Well Services, Inc. 1212 Storbeck Drive Waupun, WI 53963	5%	Not Applicable	\$109,136.00

*CONTRACTOR'S COMPUTED TOTAL

Reviewed by: 

Bids Received: 1 P.M., July 30, 2025

STRAND ASSOCIATES, INC.®
910 West Wingra Drive
Madison, WI 53715

TOWN OF BROOKFIELD SANITARY DISTRICT NO. 4
BROOKFIELD, WISCONSIN
WELL NO. 2 REHABILITATION
BID TABULATION BREAKDOWN

				Mid City Corporation		C T W Corporation		Water Well Solutions Wisconsin, LLC		Midwest Well Services, Inc.	
				12930 West Custer Avenue Butler, WI 53007		21500 West Good Hope Road Lannon, WI 53046		N87 W36051 Mapleton Street Oconomowoc, WI 53066		1212 Storbeck Drive Waupun, WI 53963	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Move-In and Out	1	LS	\$ 4,400.00	\$ 4,400.00	\$ 5,500.00	\$ 5,500.00	\$ 10,065.00	\$ 10,065.00	\$ 15,250.00	\$ 15,250.00
2.	Remove Existing Well Pump and Accessories	1	LS	\$ 1,900.00	\$ 1,900.00	\$ 2,745.00	\$ 2,745.00	\$ 6,670.00	\$ 6,670.00	\$ 5,050.00	\$ 5,050.00
3.	Furnish, Install, and Remove Mechanical Brushing Equipment	1	LS	\$ 550.00	\$ 550.00	\$ 235.00	\$ 235.00	\$ 1,400.00	\$ 1,400.00	\$ 500.00	\$ 500.00
4.	Wire Brushing	6	HR	\$ 180.00	\$ 1,080.00	\$ 275.00	\$ 1,650.00	\$ 350.00	\$ 2,100.00	\$ 333.00	\$ 1,998.00
5.	Furnish, Install, and Remove Nitrogen Impulse Blasting Equipment	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 4,740.00	\$ 4,740.00	\$ 1,000.00	\$ 1,000.00	\$ 1,030.00	\$ 1,030.00
6.	Nitrogen Impulse Blasting Development	144	FT	\$ 15.00	\$ 2,160.00	\$ 9.00	\$ 1,296.00	\$ 61.14	\$ 8,804.16	\$ 33.00	\$ 4,752.00
									*\$8,804.00		
7.	Furnish Test Pump and Auxilliary Equipment	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 790.00	\$ 790.00	\$ 4,000.00	\$ 4,000.00	\$ 670.00	\$ 670.00

				Mid City Corporation		C T W Corporation		Water Well Solutions Wisconsin, LLC		Midwest Well Services, Inc.	
				12930 West Custer Avenue Butler, WI 53007		21500 West Good Hope Road Lannon, WI 53046		N87 W36051 Mapleton Street Oconomowoc, WI 53066		1212 Storbeck Drive Waupun, WI 53963	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
8.	Install and Remove Test Pump and Auxilliary Equipment	1	LS	\$ 3,800.00	\$ 3,800.00	\$ 3,520.00	\$ 3,520.00	\$ 8,000.00	\$ 8,000.00	\$ 1,820.00	\$ 1,820.00
9.	Operating Test Pump	12	HR	\$ 120.00	\$ 1,440.00	\$ 100.00	\$ 1,200.00	\$ 120.00	\$ 1,440.00	\$ 243.00	\$ 2,916.00
10.	Bailing or Cleaning	40	HR	\$ 180.00	\$ 7,200.00	\$ 200.00	\$ 8,000.00	\$ 300.00	\$ 12,000.00	\$ 333.00	\$ 13,320.00
11.	Video Survey	2	EA	\$ 750.00	\$ 1,500.00	\$ 1,475.00	\$ 2,950.00	\$ 500.00	\$ 1,000.00	\$ 1,040.00	\$ 2,080.00
12.	Furnish New Pump Bowls	1	LS	\$ 6,800.00	\$ 6,800.00	\$ 7,960.00	\$ 7,960.00	\$ 8,990.00	\$ 8,990.00	\$ 12,840.00	\$ 12,840.00
13.	Furnish New Column Piping	200	FT	\$ 54.00	\$ 10,800.00	\$ 56.90	\$ 11,380.00	\$ 53.37	\$ 10,674.00	\$ 53.00	\$ 10,600.00
									*\$10,673.00		
14.	Furnish New Line Shaft	200	FT	\$ 20.00	\$ 4,000.00	\$ 20.50	\$ 4,100.00	\$ 20.92	\$ 4,184.00	\$ 38.00	\$ 7,600.00
									*\$4,183.00		
15.	Furnish New Suction Pipe and Strainer	1	LS	\$ 455.00	\$ 455.00	\$ 855.00	\$ 855.00	\$ 1,148.00	\$ 1,148.00	\$ 600.00	\$ 600.00

				Mid City Corporation 12930 West Custer Avenue Butler, WI 53007		C T W Corporation 21500 West Good Hope Road Lannon, WI 53046		Water Well Solutions Wisconsin, LLC N87 W36051 Mapleton Street Oconomowoc, WI 53066		Midwest Well Services, Inc. 1212 Storbeck Drive Waupun, WI 53963	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
16.	Reinstall and Start-Up New Well Pump and Accessories, INCL Rebuilding Stuffing Box and Replacing Rubber Bearings	1	LS	\$ 5,375.00	\$ 5,375.00	\$ 3,160.00	\$ 3,160.00	\$ 9,828.00	\$ 9,828.00	\$ 6,790.00	\$ 6,790.00
17.	Remove Motor, Ship to Manufacturer, and Inspection Report	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 1,670.00	\$ 1,670.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00
18.	General Maintenance on Existing Motor Allowance (Section 33 27 00-Well Rehabilitation)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
19.	Final Chlorination, Pumping to Waste, and Bacteriological Test	1	LS	\$ 1,200.00	\$ 1,200.00	\$ 555.00	\$ 555.00	\$ 1,304.00	\$ 1,304.00	\$ 1,770.00	\$ 1,770.00
20.	VFD Replacement and Electrical Work	1	LS	\$ 17,050.00	\$ 17,050.00	\$ 30,915.00	\$ 30,915.00	\$ 9,108.00	\$ 9,108.00	\$ 14,050.00	\$ 14,050.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 20					\$ 88,710.00		\$ 98,221.00		\$ 106,965.16		\$ 109,136.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 20					*\$88,570.00		\$ 98,221.00		*\$106,965.00		\$ 109,136.00

* CONTRACTOR'S COMPUTED TOTAL

Reviewed by 

Pending Brookfield Code Violations

The following is a list of pending violations that have been reported to the town and is for informational purposes only at the request of the Town Board. No discussion or action will be taken on these matters. Italics indicates new information since the last update.

Edward Bentfield, 385 Kossow Road

Property Maintenance issues including abandoned vehicle, cars parked on unpaved surfaces, vegetative overgrowth, neglected swimming pool in the backyard.

7/29/25 A site visit was conducted with Town Staff and Supervisor Kohlmann. A car was parked in the grass that appeared to be abandoned. A tractor, multiple garbage cans, and junk was piled up on along the front of the house.

7/31/25 The building inspector noted there have been previous attempts at enforcement on this property but no contact has been made with the owner. A letter will be drafted and sent to the Town Atty for final review.

Sean Dickinson and Melissa Hamilton, 405 Kossow Road

Property Maintenance issues including bushes overgrown in front yard.

July 2025 - Building Inspector drove by. Bushes are tall and shield house from road. Grass is mowed and garden beds maintained. Does not appear to violation Town Code.

7/29/25 A site visit was conducted with Town Staff and Supervisor Kohlmann. No violations were seen. CLOSED.

HPA III ACQUISITIONS 1 LLC, Bruce Host, 370 S Allen Rd

Property maintenance issues including a fallen tree, vegetative overgrowth, junk, garbage in yard, leaves and overgrown grass

7/29/25 A site visit was conducted with Town Staff and Supervisor Kohlmann. The complainants stated that the neighbors did mow the yard but it had been approximately two weeks and needed to be done again. Overgrown bushes are adjacent to the house and there is a dead fell tree that is visible from the right of way. There are junk-like items contained in a trailer on an improved surfaced, apart from a go-cart that sites next to the trailer.

7/31/25 This address is different than the Registered Agent for the LLC. The deadline to bring the property into compliance is August 18, 2025. A letter will be drafted and sent to the Town Atty for review.

William and Irmgard Ness, 21395 Greendale Dr.

Property Maintenance issues including abandoned vehicles, junk, piles of branches, boat parked on unpaved surfaces

7/29/25 A site visit was conducted with Town Staff and Supervisor Kohlmann. A truck is parked on the grass next to the garage, however it is not clear it is abandoned. On the side of the garage is a boat under a tarp that is on the grass, a canoe, piles of scrap under a tarp. A letter will be sent to the Town Atty for final review.

Scott and Rosemarie Wegner, 21455 Greendale Dr

Property Maintenance issues including weeds 2 ft. tall around a boat, trailer with piled wood, boat stored outside in garden bed on rear lot line, piled junk in weeds, multiple garbage cans in driveway, car parked on unpaved surfaces.

7/29/25 A site visit was conducted with Town Staff and Supervisor Kohlmann. The property owner was present and came out to discuss the issues. He acknowledged there was work to be done and I expressed that he would be working with me. A letter has been sent outlining the different items that need to be taken care of to bring the property into compliance. This includes moving the red vehicle onto an improved surface, eliminating the overgrown weeds on the side of the house, moving the boats and other outdoor storage onto an improved surface or inside of a structure. A staggered deadline approach will be used for this violation. The first deadline will require that all vehicles be parked on improved surfaces, removal of the trailer with piled wood, and make significant progress on the removal of the weeds.

Angela Otto, 21545 Greendale Dr

Property Maintenance issues including overgrowth of weeds in the rear side-yard, fence extending beyond the front of the house and into the base setback line, to the edge of the culvert.

7/29/25 A site visit was conducted with Town Staff and Supervisor Kohlmann. A wire fence was constructed prior to the current code being in effect, making the type of fence legal nonconforming. However, the fence was not permitted, and is still not permitted, within the front yard.

7/31/25 A letter has been drafted and will be sent to the Town Atty for final review.

Sydney Miller Rev. Trust, 20520 Brook Park Drive

Property Maintenance issues including failing garage and overgrown vegetation.

7/29/25 A site visit was conducted with Town Staff and Supervisor Kohlmann. There is a trailer in the driveway and the driveway is in disrepair. The roof is in poor shape and may have a hole in it. There is a pile of branches under a tree and overgrown vegetation (bushes) throughout the property.

7/31/25 The Town Building Inspector reviewed this from the right of way last year after a complaint and observed a bad patch job. A letter will be sent to allow the building inspector to make a site inspection to review the roof. The Planner will work with the owner on any property maintenance issues. A letter will be drafted and sent to the Town Atty for final review.

Last updated: 7/31/25 RL

S:\Development Services\Correspondence\Property Maintenance\Pending Brookfield Code Violations.docx