

TOWN OF BROOKFIELD  
TOWN BOARD MINUTES  
JULY 18, 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.

Supervisor Schatzman called the meeting to order at 7:00 p.m. with the following people present: Supervisors Steve Kohlmann, Ryan Stanelle, and John Charlier; Administrator/Interim Clerk Tom Hagie and Town Attorney Michael Van Kleunen. Town Chairman Henderson was absent and excused.

2) MEETING NOTICES.

The meeting was noticed in accordance with Open Meeting Law.

3) APPROVAL OF AGENDA.

Motion by Supervisor Kohlmann to approve.  
Seconded by Supervisor Charlier.  
*Motion Passed Unanimously.*

4) APPROVAL OF MINUTES.

Motion by Supervisor Stanelle to approve the minutes of June 27, 2023 Town Board meeting as presented.  
Seconded by Supervisor Kohlmann.  
*Motion Passed Unanimously.*

5) CITIZEN COMMENTS.

None.

6) OLD BUSINESS.

None.

7) NEW BUSINESS.

a. Discussion and possible action regarding Waukesha County 2024 Trunk Radio System cost.

Motion by Supervisor Kohlmann to commit \$21,700 in the 2024 budget to radio system costs.  
Seconded by Supervisor Charlier.  
*Motion Passed Unanimously.*

b. Discussion and possible action regarding Waukesha County 2024-2025 Tax Collection Agreement.

Motion by Supervisor Kohlmann to approve.  
Seconded by Supervisor Charlier.  
*Motion Passed Unanimously.*

c. Discussion and possible action regarding Wolf Paving Application for Payment No. 2 for the Kossow Road Reconstruction Project.

Motion by Supervisor Kohlmann to approve the payment for \$6,080.00.  
Seconded by Supervisor Charlier.  
*Motion Passed Unanimously.*

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

a. Plan Commission

- i. Discussion and possible action regarding a recommendation for final approval of a new building consisting of an office, product showroom, and product storage and shipping area located at 21055 Crossroads Circle.  
Motion by Supervisor Stanelle with the following conditions:

1. A landscape bond is provided.
2. Necessary utility easements be prepared and recorded.
3. A stormwater maintenance agreement be prepared and recorded.
4. The property owner enters into a non-annexation agreement with the Town.

Seconded by Supervisor Kohlmann.

*Motion Passed Unanimously.*

- ii. Discussion and possible action regarding a recommendation of approval for a zoning code text amendment to Section 17.01 (authority, purpose, title and definitions), Section 17.02 (general provisions – definitions), Section 17.04 (zoning districts), and Section 17.06 (traffic, loading, parking, and access) related to adult and children day care centers.

Motion by Supervisor Charlier to approve.

Seconded by Supervisor Kohlmann.

*Motion Passed Unanimously.*

9) APPROVAL OF VOUCHERS AND CHECKS.

NOTE: The note "None" included on the Agenda for Item 9 was a scrivener's error and vouchers were presented.

Motion by Supervisor Kohlmann to approve vouchers dated 6/21/2023-7/6/2023 in the amount of \$143,608.70.

Seconded by Supervisor Charlier.

*Motion Passed Unanimously.*

Motion by Supervisor Kohlmann to approve vouchers dated 7/7/2023-7/18/2023 in the amount of \$132,314.71.

Seconded by Supervisor Charlier.

*Motion Passed Unanimously.*

10) COMMUNICATION AND ANNOUNCEMENTS.

Administrator Hagie summarized the recent changes to state shared revenue.

11) ADJOURN.

Motion by Supervisor Charlier to adjourn at 7:42 p.m.

Seconded by Supervisor Stanelle.

*Motion Passed Unanimously.*

Respectfully submitted,

Tom Hagie

Town Administrator/Interim Clerk

# Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$10

Application Date: 7/26/23

Town  Village  City of Brookfield

County of Waukesha

The named organization applies for: (check appropriate box(es).)

A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 10/12/23 and ending 10/12/23 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →
- Bona fide Club
  - Church
  - Lodge/Society
  - Veteran's Organization
  - Fair Association or Agricultural Society
  - Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Elmbrook Education Foundation

(b) Address 3555 N Calhoun Rd Brookfield WI

(Street)

Town  Village  City

(c) Date organized 1958

(d) If corporation, give date of incorporation \_\_\_\_\_

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Kelly Ebbole, 2585 Buena Vista Drive Brookfield WI 53045

Vice President Jessica Gonzalez, 2205 Hammock Hill Lane Brookfield WI 53045

Secretary Katie Rasoul, 14560 Beechwood Ave. Brookfield WI 53005

Treasurer Jackie Radomski, 13580 Dunwoody Dr Elm Grove WI 53122 United States

(g) Name and address of manager or person in charge of affair: Beth Dobrzynski, Executive Director, 19705 Wellington Ct Brookfield WI

## 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number The Corners of Brookfield

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? \_\_\_\_\_

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: \_\_\_\_\_

## 3. Name of Event

(a) List name of the event 3rd Annual Boos & Ghouls Night Out

(b) Dates of event 10/12/23

## DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer Beth Dobrzynski 7/26/23  
(Signature / Date)

Elmbrook Education Foundation  
(Name of Organization)

elmbrookeducationfoundation@gmail.com

262-844-3742

Date Filed with Clerk 7-26-2023

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

**APPLICATION FOR PLANNING COMMISSION APPROVAL**

(PLEASE PRINT)

Request is hereby made by: WILLIAM RAHFALDT

Representing: \_\_\_\_\_

Applicant's address: 480 CLAREMONT CT Email: \_\_\_\_\_

Project address: 101 N. BROOKFIELD RD Tax Key # \_\_\_\_\_

Present legal owner of the property described above is: WILLIAM RAHFALDT

To appear before the Town of Brookfield Plan Commission on the date of: \_\_\_\_\_

Requesting: New Construction-

- Conceptual Approval
- Preliminary Approval
- Final Approval

Additions-

- Conceptual Approval
- Preliminary Approval
- Final Approval

Other-

- Certified Survey Map
- Re-zoning
- Conditional Use Permit
- Special Exception

Project description: FENCE, field fencing with gate

Supporting documents: \_\_\_\_\_

General Site Data: Existing zoning(s): \_\_\_\_\_ Area (sq. ft.) per zone: \_\_\_\_\_

Gross land area: \_\_\_\_\_ sq. ft. \_\_\_\_\_ acres

F.A.R. (Floor Area Ratio) permitted: \_\_\_\_\_ % = \_\_\_\_\_ sq. ft. \_\_\_\_\_ acres

F.A.R. (Floor Area Ratio) proposed: \_\_\_\_\_ % = \_\_\_\_\_ sq. ft. \_\_\_\_\_ acres

(Re-zoning only):

Proposed zoning(s): \_\_\_\_\_ Area (sq. ft.) per zone: \_\_\_\_\_

Off- street Parking (enter appropriate requirements per Sec 10.06 of the Zoning Ordinance)

USE DESCRIPTION	USE AREA	FLOOR AREA PARKING RATIO	EMPLOYEE PARKING REQUIREMENT (if any)	OTHER PARKING REQUIREMENTS	TOTAL REQUIRED PARKING SPACES

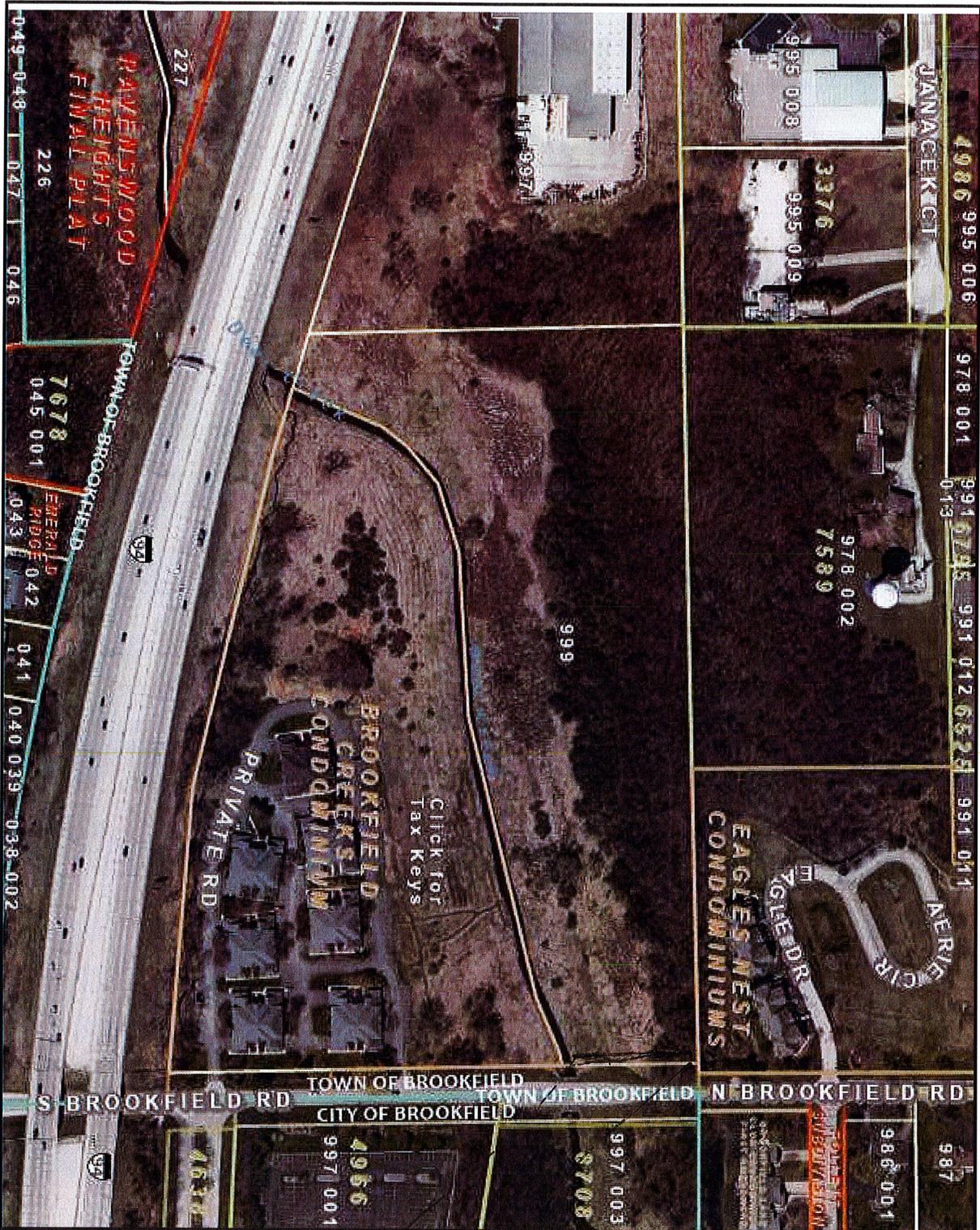
This project requires \_\_\_\_\_ parking spaces  
 This project proposes \_\_\_\_\_ parking spaces

Applicant agrees to reimburse the Town of Brookfield for all legal, engineering and consulting expenses incurred in the processing of this request and must submit agreement form on next page prior to being placed on next agenda.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**DEPARTMENT ENTRIES ONLY**

DATE APPLICATION RECEIVED	MEETING DATE SCHEDULED	FEE RECEIVED
---------------------------	------------------------	--------------



0 271.17 Feet

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.

Legend

- Municipal Boundary\_2K
- Parcel\_Dimension\_2K
- Note\_Text\_2K
- Lots\_2K
- Lot
- Unit
- General Common Element
- Outlot
- SimultaneousConveyance
- Assessor Plat
- CSM
- Condominium
- Subdivision
- Cartilage\_2K
- EA-Easement\_Line
- PL-DA
- PL-Extended\_Tie\_Line
- PL-Meander\_Line
- PL-Note
- PL-Tie
- PL-Tie\_Line
- <all other values>
- Railroad\_2K

*2 feet from creek*

*5' from creek*

*2' off*

*2' off*

Notes:

Printed: 7/20/2023







## Agreement for Professional Services

This Agreement is effective as of August 1, 2023, between Town of Brookfield (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Comprehensive Outdoor Recreation Plan (CORP)**

**Client's Authorized Representative:** Nate Day

**Address:** 645 N. Janacek Road, Brookfield, Wisconsin, 53045, United States

**Telephone:** 2627963788 **email:** administrator@townofbrookfield.com

**Project Manager:** Nate Day

**Address:** 6808 Odana Road, Suite 200, Madison, Wisconsin 53719

**Telephone:** 6086206185 **email:** nday@sehinc.com

**Scope:** The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Task 1: Community Questionnaire

Develop a brief, online questionnaire with the purpose of obtaining input on a few key project elements. Questions would be discussed with and vetted by the Town prior to posting on the web.

Task 2: Existing Conditions Evaluation

Task 3: Identify Future Potential Projects

Task 4: Update Existing CORP

Task 5: GIS Mapping

Task 6: Prepare Resolution Approved by NR50

### Assumptions:

- No field work will be completed.
- No feasibility studies, design, or construction drawings are included in this contract.
- No presentations to the Common Council or other committees are included with this contract.
- No grant writing services are included in this contract.

**Schedule:** The project will begin upon completion of the signed contract. It is anticipated that all project work is completed by November 1, 2023.

**Payment:** The fee is hourly estimated to be \$15,000 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by

Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

**Other Terms and Conditions:** Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:  
None.

**Short Elliott Hendrickson Inc.**

**Town of Brookfield**



By: \_\_\_\_\_  
Full Name: \_\_\_\_\_  
Title: Brian Depies, Associate

By: \_\_\_\_\_  
Full Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A-1**  
**to Agreement for Professional Services**  
**Between Town of Brookfield (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated August 1, 2023**

**Payments to Consultant for Services and Expenses**  
**Using the Hourly Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Hourly Basis Option**

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

**B. Expenses**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

**C. Equipment Utilization**

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

# General Conditions of the Agreement for Professional Services

## SECTION I – SERVICES OF CONSULTANT

### A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement (“Services”). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant’s services under this Agreement are being performed solely for the Client’s benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

### B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant’s obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant’s control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

### C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant’s effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant’s standard rates.

### D. Suspension and Termination

1. If Consultant’s services are delayed or suspended in whole or in part by Client, or if Consultant’s services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days’ written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

## SECTION II – CLIENT RESPONSIBILITIES

### A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client’s requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant’s Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant’s Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant’s reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant’s employees related to inappropriate or unwelcomed actions by Client or Client’s employees or agents. This shall include, but not be limited to, providing access to Client’s employees for Consultant’s investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant’s employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client’s facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client’s employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant’s employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

## SECTION III – PAYMENTS

### A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
  - Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

## SECTION IV – GENERAL CONSIDERATIONS

### A. Standards of Performance

- The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
- Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

### B. Indemnity for Environmental Issues

- Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

### C. Limitations on Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

### D. Assignment

- Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

### E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

## SECTION V – INTELLECTUAL PROPERTY

### A. Proprietary Information

- All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

### B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

### C. Reuse of Documents

- All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



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

July 26, 2023

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

Re: Poplar Creek Interceptor Lining  
Contract 2-2023  
Town of Brookfield Sanitary District No. 4

Dear Tony,

Bids for the above-referenced Project were opened on July 25, 2023. Two Bids were received with the resulting Bid tabulation enclosed. The low Bid of \$2,615,000 was less than ENGINEER's opinion of probable construction cost.

Visu-Sewer, Inc. of Pewaukee, Wisconsin, was the apparent low Bidder at \$2,615,000. Visu-Sewer, Inc. submitted on Bid Alternative No. 2 with a cost of \$17,500, which will be added to the Contract for a total of \$2,632,500. The Bid included a Bid Bond for 10 percent and Addendum No. 1 was acknowledged. The Bid is deemed to be responsive.

Strand Associates, Inc.<sup>®</sup> has previously worked with Visu-Sewer, Inc. on projects for Walworth County Metropolitan Sewerage District, Rib Mountain Metropolitan Sewerage District, and others. For those projects, the owners determined Visu-Sewer, Inc. to be responsible.

If you determine that Visu-Sewer, Inc. is a responsible Bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 18 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.<sup>®</sup>

Randy J. Langer, P.E.

Enclosure

Poplar Creek Interceptor Lining								
Contract 2-2023								
Town of Brookfield Sanitary District No. 4								
Solicitor: Strand Associates, Inc.								
July 25, 2023 10 AM CDT								
					Visu-Sewer		Michels Trenchless Inc	
Section Title	Line Item	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
Poplar Creek Interceptor Lining								
	1	Lump Sum Base Bid	LS	1	\$2,615,000.00	\$2,615,000.00	\$3,725,484.00	\$3,725,484.00
Base Bid Total:						\$2,615,000.00		\$3,725,484.00

Bid Alternative No. 1					Visu-Sewer		Michels Trenchless Inc	
	2	All work associated with Bid Alternative No. 1 (Enter a positive unit price for an add or a negative unit price for a deduct.)	LS	1	\$0.00	\$0.00	\$0.00	\$0.00
Bid Alternative No. 1 Total:						\$0.00		\$0.00

Bid Alternative No. 2					Visu-Sewer		Michels Trenchless Inc	
	3	All work associated with Bid Alternative No. 2.	LS	1	\$17,500.00	\$17,500.00	\$56,350.00	\$56,350.00
Bid Alternative No. 2 Total:						\$17,500.00		\$56,350.00

## Poplar Creek 54" Interceptor Relining Phase 1 & 2

Segment	Segment Length (FT)	Percentage of Capacity	
		City of Brookfield	Town of Brookfield
8 - 9	440	24.31	75.69
9 - 10	400	27.94	72.06
10 - 11	2,220	27.11	72.89
Total	3060		

Seg 8-9	106.96	333.036
Seg 9-10	111.76	288.24
Seg 8-11	601.84	1618.158
	820.57	2239.43

Total Relining Breakdown	26.82%	73.18%
\$2,615,000.00	\$701,235.32	\$1,913,764.68

## Poplar Creek Interceptor 72" Inspection Phase 5

Segment	Segment Length (FT)	Percentage of Capacity	
		City of Brookfield	Town of Brookfield
11 - 12 *	1,150	76.61	23.39
	\$17,500.00	\$13,406.75	\$4,093.25

Project Total:	City of Brookfield	Town of Brookfield
\$2,632,500.00	\$714,642.07	\$1,917,857.93

# Town of Brookfield – Sanitary District #4 Water Rates

On July 27, 2023 the Public Service Commission (PSC) issued the Final Decision approving new water rates for the Town of Brookfield Sanitary District No. 4. The rate increase will occur in two steps. Step 1 rate will take effect starting with the 4<sup>th</sup> quarter 2023 billing period and Step 2 rate increase will take effect sometime in 2024 after the Iron Filtration Media Replacement project is completed. The last time the utility changed its water rates was in December of 2003.

Sanitary District #4 is committed to maintaining fiscal responsibility at all times resulting in water rates that are stable for our customers and extremely competitive to our neighbors while providing equal or better services. This is supported by the fact that the last water rate change was in 2003. However, with upcoming capital improvement costs and the last 20 years of increasing operation and maintenance costs, we are at a point where an increase to the water rates is necessary.

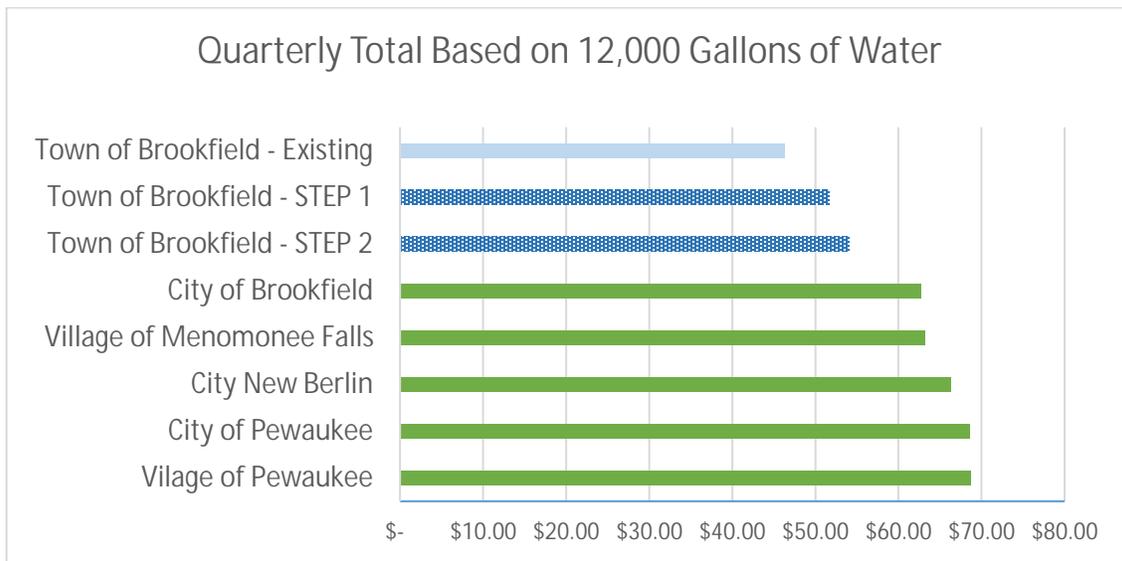
The rates includes the sum of the quarterly service charge and volume charge. The following tables summarize the changes to the water rates.

Meter Size	Current Quarterly Charges	Step 1 Quarterly Charge (4th Qtr 2023)	% Change	Step 2 Quarterly Charge (2024)	% Change
5/8" & 3/4"	\$ 30.30	\$ 30.30	0.00%	\$ 30.30	0.00%
1"	\$ 50.92	\$ 51.00	0.16%	\$ 51.00	0.00%
1 1/2"	\$ 79.57	\$ 81.00	1.77%	\$ 81.00	0.00%
2"	\$ 114.58	\$ 117.00	2.07%	\$ 117.00	0.00%
3"	\$ 136.86	\$ 138.00	0.83%	\$ 138.00	0.00%
Volume Charge Per 1,000 gallons	\$ 1.33	\$ 1.78	25.28%	\$ 1.93	7.77%

### Typical Customer Water Bill Comparison at Present and New Rates:

	Amount of Water Used	Bills at Current Rate	Bills at Step 1 Rates	% Change	Bills at Step 2 Rates	% Change
Residential	6,000 gal	\$ 38.06	\$ 40.98	7.13%	\$ 41.88	2.15%
Residential	12,000 gal	\$ 46.04	\$ 51.66	10.88%	\$ 53.46	3.37%
Commercial with 1 1/2" Meter	200,000 gal	\$ 345.57	\$ 437.00	20.92%	\$ 467.00	6.42%

The table below provides a comparison of quarterly customer charges of surrounding communities for a typical single-family residential home using 12,000 gallons of water per quarter.



The new rates are very competitive with our neighbors and remain one of the lowest in the area.

Docket 6390-WR-104

Appendix C

**Town of Brookfield Sanitary District No. 4**

**Authorized Water Rates and Rules – Step I**

**Public Service Commission of Wisconsin**

**Town of Brookfield Sanitary District No. 4**

<p><b>Public Fire Protection Service</b></p>
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Public fire protection service includes the use of hydrants for fire protection service only and such quantities of water as may be demanded for the purpose of extinguishing fires within the service area. This service shall also include water used for testing equipment and training personnel. For all other purposes, the metered or other rates set forth, or as may be filed with the Public Service Commission, shall apply.

The annual charge for public fire protection service to the Town of Brookfield shall be \$264,944. The utility may bill for this amount in equal installments.

Billing: Same as Schedule Mg-1.

**Public Service Commission of Wisconsin**

**Town of Brookfield Sanitary District No. 4**

**Private Fire Protection Service - Unmetered**

This service shall consist of permanent or continuous unmetered connections to the main for the purpose of supplying water to private fire protection systems such as automatic sprinkler systems, standpipes, and private hydrants. This service shall also include reasonable quantities of water used for testing check valves and other backflow prevention devices.

Quarterly Private Fire Protection Service Demand Charges:

2 - inch or smaller connection:	\$	13.20
3 - inch connection:	\$	24.60
4 - inch connection:	\$	40.80
6 - inch connection:	\$	81.90
8 - inch connection:	\$	130.80
10 - inch connection:	\$	196.50
12 - inch connection:	\$	286.50
14 - inch connection:	\$	354.00
16 - inch connection:	\$	444.00

Billing: Same as Schedule Mg-1.

**Public Service Commission of Wisconsin**

**Town of Brookfield Sanitary District No. 4**

**General Service - Metered**

Quarterly Service Charges:

5/8 - inch meter:	\$ 30.30	3 - inch meter:	\$ 138.00
3/4 - inch meter:	\$ 30.30	4 - inch meter:	\$ 183.00
1 - inch meter:	\$ 51.00	6 - inch meter:	\$ 276.00
1 1/4 - inch meter:	\$ 63.00	8 - inch meter:	\$ 414.00
1 1/2 - inch meter:	\$ 81.00	10 - inch meter:	\$ 594.00
2 - inch meter:	\$ 117.00	12 - inch meter:	\$ 732.00

Plus Volume Charges:

All water used quarterly: \$1.78 per 1,000 gallons

Billing: Bills for water service are rendered quarterly and become due and payable upon issuance following the period for which service is rendered. A late payment charge of 1 percent per month will be added to bills not paid within 20 days of issuance. This late payment charge will be applied to the total unpaid balance for utility service, including unpaid late payment charges. The late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued. Unless payment or satisfactory arrangement for payment is made within the next 10 days, service may be disconnected pursuant to Wis. Adm. Code ch. PSC 185.

Combined Metering: Volumetric meter readings will be combined for billing if the utility for its own convenience places more than one meter on a single water service lateral. Multiple meters placed for the purpose of identifying water not discharged into the sanitary sewer are not considered for utility convenience and shall not be combined for billing. This requirement does not preclude the utility from combining readings when metering configurations support such an approach. Meter readings from individually metered separate service laterals shall not be combined for billing purposes.

Docket 6390-WR-104

Appendix C

**Town of Brookfield Sanitary District No. 4**

**Authorized Water Rates and Rules – Step II**

**Public Service Commission of Wisconsin**

**Town of Brookfield Sanitary District No. 4**

<p><b>Public Fire Protection Service</b></p>
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Public fire protection service includes the use of hydrants for fire protection service only and such quantities of water as may be demanded for the purpose of extinguishing fires within the service area. This service shall also include water used for testing equipment and training personnel. For all other purposes, the metered or other rates set forth, or as may be filed with the Public Service Commission, shall apply.

The annual charge for public fire protection service to the Town of Brookfield shall be \$270,387. The utility may bill for this amount in equal installments.

Billing: Same as Schedule Mg-1.

**Public Service Commission of Wisconsin**

**Town of Brookfield Sanitary District No. 4**

**General Service - Metered**

Quarterly Service Charges:

5/8 - inch meter:	\$ 30.30	3 - inch meter:	\$ 138.00
3/4 - inch meter:	\$ 30.30	4 - inch meter:	\$ 183.00
1 - inch meter:	\$ 51.00	6 - inch meter:	\$ 276.00
1 1/4 - inch meter:	\$ 63.00	8 - inch meter:	\$ 414.00
1 1/2 - inch meter:	\$ 81.00	10 - inch meter:	\$ 594.00
2 - inch meter:	\$ 117.00	12 - inch meter:	\$ 732.00

Plus Volume Charges:

All water used quarterly: \$1.93 per 1,000 gallons

Billing: Bills for water service are rendered quarterly and become due and payable upon issuance following the period for which service is rendered. A late payment charge of 1 percent per month will be added to bills not paid within 20 days of issuance. This late payment charge will be applied to the total unpaid balance for utility service, including unpaid late payment charges. The late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued. Unless payment or satisfactory arrangement for payment is made within the next 10 days, service may be disconnected pursuant to Wis. Adm. Code ch. PSC 185.

Combined Metering: Volumetric meter readings will be combined for billing if the utility for its own convenience places more than one meter on a single water service lateral. Multiple meters placed for the purpose of identifying water not discharged into the sanitary sewer are not considered for utility convenience and shall not be combined for billing. This requirement does not preclude the utility from combining readings when metering configurations support such an approach. Meter readings from individually metered separate service laterals shall not be combined for billing purposes.

**Town of Brookfield Sanitary District No. 4 - Step I**  
**Customer Water Bill Comparison at Present and Authorized Rates**

Customer Type	Meter Size	Volume (1000 Gallons)	Quarterly		Percent Change
			Bills at Old Rates	Bills at Step I Rates	
Small Residential	3/4"	6	\$ 38.06	\$ 40.98	7.67%
Average Residential	3/4"	12	\$ 46.04	\$ 51.66	12.21%
Large Residential	3/4"	85	\$ 143.13	\$ 181.60	26.88%
Large Residential	3/4"	125	\$ 196.33	\$ 252.80	28.76%
Large Residential	3/4"	200	\$ 296.08	\$ 386.30	30.47%
Multifamily Residential	1 1/2"	200	\$ 345.57	\$ 437.00	26.46%
Multifamily Residential	2"	240	\$ 433.78	\$ 544.20	25.46%
Multifamily Residential	2"	250	\$ 447.08	\$ 562.00	25.70%
Multifamily Residential	3"	1,550	\$ 2,198.36	\$ 2,897.00	31.78%
Commercial	1 1/2"	1,400	\$ 1,941.57	\$ 2,573.00	32.52%
Commercial	2"	1,000	\$ 1,444.58	\$ 1,897.00	31.32%
Commercial	2"	1,100	\$ 1,577.58	\$ 2,075.00	31.53%
Commercial	2"	1,200	\$ 1,710.58	\$ 2,253.00	31.71%
Public Authority	1 1/2"	45	\$ 139.42	\$ 161.10	15.55%
Public Authority	1 1/2"	50	\$ 146.07	\$ 170.00	16.38%
Public Authority	1 1/2"	65	\$ 166.02	\$ 196.70	18.48%
Public Authority	1 1/2"	600	\$ 877.57	\$ 1,149.00	30.93%
Public Fire Protection (Annual charge)			\$ 256,412	\$ 264,944	3.33%

**Town of Brookfield Sanitary District No. 4 - Step II**  
**Customer Water Bill Comparison at Present and Authorized Rates**

Customer Type	Meter Size	Volume (1000 Gallons)	Quarterly		Percent Change
			Bills at Old Rates	Bills at Step II Rates	
Small Residential	3/4"	6	\$ 38.06	\$ 41.88	10.04%
Average Residential	3/4"	12	\$ 46.04	\$ 53.46	16.12%
Large Residential	3/4"	85	\$ 143.13	\$ 194.35	35.79%
Large Residential	3/4"	125	\$ 196.33	\$ 271.55	38.31%
Large Residential	3/4"	200	\$ 296.08	\$ 416.30	40.60%
Multifamily Residential	1 1/2"	200	\$ 345.57	\$ 467.00	35.14%
Multifamily Residential	2"	240	\$ 433.78	\$ 580.20	33.75%
Multifamily Residential	2"	250	\$ 447.08	\$ 599.50	34.09%
Multifamily Residential	3"	1,550	\$ 2,198.36	\$ 3,129.50	42.36%
Commercial	1 1/2"	1,400	\$ 1,941.57	\$ 2,783.00	43.34%
Commercial	2"	1,000	\$ 1,444.58	\$ 2,047.00	41.70%
Commercial	2"	1,100	\$ 1,577.58	\$ 2,240.00	41.99%
Commercial	2"	1,200	\$ 1,710.58	\$ 2,433.00	42.23%
Public Authority	1 1/2"	45	\$ 139.42	\$ 167.85	20.39%
Public Authority	1 1/2"	50	\$ 146.07	\$ 177.50	21.52%
Public Authority	1 1/2"	65	\$ 166.02	\$ 206.45	24.35%
Public Authority	1 1/2"	600	\$ 877.57	\$ 1,239.00	41.19%
Public Fire Protection (Annual charge)			\$ 256,412	\$ 270,387	5.45%

**Town of Brookfield Sanitary District No. 4 - Step II**  
**Customer Water Bill Comparison at Present and Authorized Rates**

Customer Type	Meter Size	Volume (1000 Gallons)	<u>Quarterly</u>		Percent Change
			Bills at Step I Rates	Bills at Step II Rates	
Small Residential	3/4"	6	\$ 40.98	\$ 41.88	2.20%
Average Residential	3/4"	12	\$ 51.66	\$ 53.46	3.48%
Large Residential	3/4"	85	\$ 181.60	\$ 194.35	7.02%
Large Residential	3/4"	125	\$ 252.80	\$ 271.55	7.42%
Large Residential	3/4"	200	\$ 386.30	\$ 416.30	7.77%
Multifamily Residential	1 1/2"	200	\$ 437.00	\$ 467.00	6.86%
Multifamily Residential	2"	240	\$ 544.20	\$ 580.20	6.62%
Multifamily Residential	2"	250	\$ 562.00	\$ 599.50	6.67%
Multifamily Residential	3"	1,550	\$ 2,897.00	\$ 3,129.50	8.03%
Commercial	1 1/2"	1,400	\$ 2,573.00	\$ 2,783.00	8.16%
Commercial	2"	1,000	\$ 1,897.00	\$ 2,047.00	7.91%
Commercial	2"	1,100	\$ 2,075.00	\$ 2,240.00	7.95%
Commercial	2"	1,200	\$ 2,253.00	\$ 2,433.00	7.99%
Public Authority	1 1/2"	45	\$ 161.10	\$ 167.85	4.19%
Public Authority	1 1/2"	50	\$ 170.00	\$ 177.50	4.41%
Public Authority	1 1/2"	65	\$ 196.70	\$ 206.45	4.96%
Public Authority	1 1/2"	600	\$ 1,149.00	\$ 1,239.00	7.83%
Public Fire Protection (Annual charge)			\$ 266,803	\$ 270,387	1.34%

**Public Service Commission of Wisconsin**

**Town of Brookfield Sanitary District No. 4**

**Public Fire Protection Service**

The annual charge for public fire protection service to the Town of Brookfield shall be \$243,046.

The annual charge shall never be less than \$243,046. For all extensions of fire protection service, there shall be an additional annual charge of \$326 per net hydrant added to the system in excess of 527 hydrants.

This service shall include the use of hydrants for fire protection service only and such quantities of water as may be demanded for the purposes of extinguishing fires within the service area. This service shall also include water used for testing equipment and training personnel. For all other purposes, the metered or other rates set forth, or as may be filed with the Public Service Commission, shall apply.

**RATE FILE**

Sheet No. 1 of 1

Schedule No. Upf-1

Amendment No. 07

**Public Service Commission of Wisconsin**

**Brookfield Sanitary District No. 4**

**Private Fire-Protection Service - Unmetered**

This service shall consist of unmetered connections to the main for the purpose of supplying water to private fire protection systems such as automatic sprinkler systems, standpipes, (where same are connected permanently or continuously to the mains) and private hydrants.

**Quarterly Demand Charges for Private Fire-Protection Service:**

<u>Size of Connection</u>	<u>Charge</u>
2-inch	\$ 13.20
3-inch	\$ 24.60
4-inch	\$ 40.80
6-inch	\$ 81.90
8-inch	\$ 130.80
10-inch	\$ 196.50
12-inch	\$ 286.50

**Billing:** Same provisions as for general service.

**RATE FILE**

Sheet No. 1 of 1  
Schedule No. Mg-1  
Amendment No. 9

**Public Service Commission of Wisconsin**

**Town of Brookfield Sanitary District No. 4**

**General Service - Metered**

Quarterly Service Charges:

5/8 - inch meter - \$	30.08	3 - inch meter - \$	136.86
3/4 - inch meter - \$	30.08	4 - inch meter - \$	181.41
1 - inch meter - \$	50.92	6 - inch meter - \$	222.79
1 1/2 - inch meter - \$	79.57	8 - inch meter - \$	318.27
2 - inch meter - \$	114.58	10 - inch meter - \$	413.75

For PSC use only: base 5/8-inch meter charge for SRC purpose - 28.35

Plus Volume Charges: \$1.33 per 1,000 gallons used each quarter

Billing: Bills for water service are rendered quarterly and become due and payable upon issuance following the period for which service is rendered. A late payment charge of 1 percent per month will be added to bills not paid within 20 days of issuance. This late payment charge will be applied to the total unpaid balance for utility service, including unpaid late payment charges. The late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued. Unless payment or satisfactory arrangement for payment is made within the next 10 days, service may be disconnected pursuant to Wis. Adm. Code ch. PSC 185.

Combined Metering: Volumetric meter readings will be combined for billing if the utility for its own convenience places more than one meter on a single water service lateral. Multiple meters placed for the purpose of identifying water not discharged into the sanitary sewer are not considered for utility convenience and shall not be combined for billing. This requirement does not preclude the utility from combining readings when metering configurations support such an approach. Meter readings from individually metered separate service laterals shall not be combined for billing purposes.

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# Memorandum

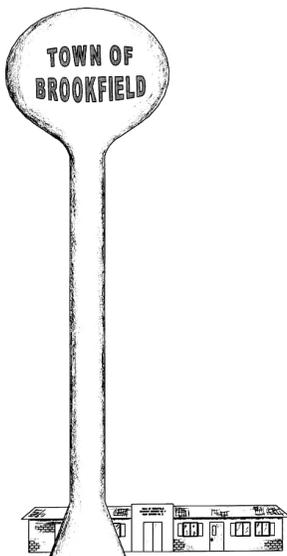
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**To:** Town Board  
**CC:** Tom Hagie  
**From:** Tony Skof  
**Date:** July 25, 2023  
**Re:** 2023 Drinking Water Analytical Reports

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The Safe Drinking Water Act requires continuous monitoring and testing of the drinking water quality that we provide to our customers. This year we had a number of contaminants to test for including Radium, Lead, Copper, and PHAS and I am pleased to report that we are in compliance with all of the test results. As in the past, we are on a reduced monitoring schedule and hope to continue on a reduced monitoring schedule in the future. We took our first PHAS testing this year and due to extremely low results and no detects the DNR waived the remaining tests for this year, we also will be placed on a reduced monitoring schedule for future PHAS testing. Attached are the test results for the contaminants that we have tested this year.

Tony Skof  
Superintendent



# Town of Brookfield - Sanitary District #4

Sampled 5/16/2023

Sample Location: EP200 Well 1 & 2      EP300 Well 3 & 4

Radium	Result	Qualifier	Result	Qualifier	LOD	LOQ	MCL	Units
Semi-Volatiles								
Radioactivity, Gross Alpha (including U and Ra)	1.85 +- 1.58		1.41 +-2.24		2.79	2.79		pCi/L
Radioactivity, Gross Alpha (excluding U and Ra)	1.52		1.17				15	pCi/L
Radium 226, total	1.51 +- 0.695		1.19 +- 0.541		0.556	0.556	5	pCi/L
Radium 228, total	.0937 +- 0.358		0.628 +- 0.351		0.628	0.628	5	pCi/L
Uranium, Total	0.486 +- 0.010		.0328 +- 0.007		0.323	0.323	30	ug/L

Sample location: EP200 Well 1 & 2      EP300 Well 3 & 4      EP400 Well 5 & 6      Sampled 5/16/2023

Contaminants	Result	Qualifier	Result	Qualifier	Result	Qualifier	LOD	LOQ	MCL	Units
Wet Chemistry										
Fluoride (unfiltered)	0.15		0.17		0.23		0.030	0.10		mg/L
Nitrate as N (unfiltered)	ND		ND		ND		0.073	0.24		mg/L
Nitrite as N (unfiltered)	ND		ND	MS_Cl	ND		0.040	0.13	1	mg/L
N+N by IC	ND		ND		ND		0.11	0.37	10	mg/L
Metals										
Turbidity, screening - SDWA (200.7)	ND		ND		ND		0.50	0.50	1	NTU
Turbidity, screening - SDWA (200.8)	ND		ND		ND		0.50	0.50	1	NTU
Chromium, Total	ND		ND		ND		0.1	3.8	100	ug/L
Sodium High, Total	120		180		120		0.12	0.41		mg/L
Antimony, Total	ND		ND		ND		0.32	1.1	6	ug/L
Arsenic, Total	ND		ND		ND		0.1	3.7	10	ug/L
Barium, Total	200		270		190		0.20	0.67	2000	ug/L
Beryllium, Total	ND		ND		ND		0.060	0.20	4	ug/L
Cadmium, Total	ND		ND		ND		0.12	0.40	5	ug/L
Mercury, Total	ND		ND		ND		0.047	0.16	2	ug/L
Nickel, Total	2.5	J	3	J	3.2	J	1	3.4	100	ug/L
Selenium, Total	ND		ND		ND		1	3.3	50	ug/L
Thallium, Total	ND		ND		ND		0.75	2.5	2	ug/L
Semi-Volatiles										
Total PCBs	ND		ND		ND		0.098	0.39	0.5	ug/L
Total Chlordane	ND		ND		ND		0.033	0.11	2	ug/L
Toxaphene	ND		ND		ND		0.65	2.2	3	ug/L
Alachlor	ND		ND		ND		0.0055	0.018	2	ug/L
Atrazine	ND		ND		ND		0.0063	0.021	3	ug/L
Endrin	ND		ND		ND		0.0084	0.028	2	ug/L
Heptachlor	ND		ND		ND		0.0049	0.017	0.4	ug/L
Heptachlor Epoxide	ND		ND		ND		0.013	0.045	0.2	ug/L

Sample location: EP200 Well 1 & 2      EP300 Well 3 & 4      EP400 Well 5 & 6

Contaminants	Result		Result		Result	Qualifier	LOD	LOQ	MCL	Units
Hexachlorobenzene	ND		ND		ND		0.0051	0.017	1	ug/L
Hexachlorocyclopentadiene	ND		ND		ND		0.027	0.091	50	ug/L
BHC gamma (Lindane)	ND		ND		ND		0.0052	0.017	0.2	ug/L
Methoxychlor	ND		ND		ND		0.0099	0.033	40	ug/L
Simazine	ND		ND		ND		0.0064	0.021	4	ug/L
Carbofuran	ND		ND		ND		0.28	0.93	40	ug/L
Oxamyl	ND		ND		ND		0.24	0.80	200	ug/L
Glyphosate	ND		ND		ND		3	10	700	ug/L
Endothall	ND		ND		ND		1.5	5.1	100	ug/L
Diquat	ND		ND		ND		0.34	1.1	20	ug/L
Subcontract										
2,4-D	ND		ND		ND		0.10	0.33	70	µg/L
Dalapon	ND		ND		ND		0.93	3.1	200	µg/L
Dicamba	ND		ND		ND		0.15	0.51		µg/L
Dinoseb	ND		ND		ND		0.15	0.49	7	µg/L
Pentachlorophenol	ND		ND		ND		0.04	0.13	1	µg/L
Picloram	ND		ND		ND		0.10	0.35		µg/L
2,4,5-TP (Silvex)	ND		ND		ND		0.11	0.37	50	µg/L
Volatiles										
Benzene	ND		ND		ND		0.11	0.37	5	ug/L
Bromodichloromethane	3.5	NRC	2.9	NRC	0.17	J, NRC	0.17	0.56	80	ug/L
Bromoform	1	NRC	2.3	NRC			0.24	0.82	80	ug/L
Carbon Tetrachloride	ND		ND		ND		0.19	0.62	5	ug/L
Chloroform	2.2	NRC	1.3	NRC			0.14	0.45	80	ug/L
Dibromochloromethane	4	NRC	4.4	NRC			0.24	0.79	80	ug/L
1,2-Dichlorobenzene	ND		ND		ND		0.32	1.1	600	ug/L
1,4-Dichlorobenzene	ND		ND		ND		0.29	0.96	75	ug/L
1,2-Dichloroethane	ND		ND		ND		0.13	0.42	5	ug/L
1,1-Dichloroethene	ND		ND		ND		0.14	0.48	7	ug/L
cis-1,2-Dichloroethene	ND		ND		ND		0.15	0.50	70	ug/L
trans-1,2-Dichloroethene	ND		ND		ND		0.11	0.37	100	ug/L
Dichloromethane	ND		ND		ND		0.38	1.3	5	ug/L
1,2-Dichloropropane	ND		ND		ND		0.16	0.54	5	ug/L
Ethyl Benzene	ND		ND		ND		0.21	0.70	700	ug/L
MTBE					0.37	J, NRC				
Chlorobenzene	ND		ND		ND		0.20	0.67	100	ug/L
Styrene	ND		ND		ND		0.19	0.63	100	ug/L
Tetrachloroethene	ND		ND		ND		0.49	1.6	5	ug/L
Toluene	ND		ND		ND		0.17	0.58	1000	ug/L
1,2,4-Trichlorobenzene	ND		ND		ND		0.28	0.93	70	ug/L
1,1,1-Trichloroethane	ND		ND		ND		0.15	0.50	200	ug/L
1,1,2-Trichloroethane	ND		ND		ND		0.21	0.69	5	ug/L
Trichloroethene	ND		ND		ND		0.17	0.55	5	ug/L
Vinyl Chloride	ND		ND		ND		0.086	0.29	0.2	ug/L
Xylene (Total)	ND		ND		ND		0.73	2.4	10000	ug/L

Town of Brookfield - Sanitary District #4

Sampled 5/16/2023

Sample Location: EP200 Well 1 & 2      EP300 Well 3 & 4      EP400 Well 5 & 6

PFAS	Result	Qualifier	Result	Qualifier	Result	Qualifier	LOD	LOQ	MCL	Units
Semi-Volatiles										
11-chloroicosafuoro-3-oxaundecane-1-sulfonic acid (11Cl-PF3OUdS)	ND		ND		ND		0.32	1		ng/L
9-chlorohexadecafluoro-3-oxanonane-1-sulfonic acid (9Cl-PF3ONS)	ND		ND		ND		0.35	1.1		ng/L
4,8-dioxa-3H-perfluorononanoic acid (ADONA)	ND		ND		ND		0.38	1.2		ng/L
hexafluoropropylene oxide dimer acid (HFPO DA)	ND		ND		ND		0.42	1.4		ng/L
N-ethyl perfluorooctanesulfonamidoacetic acid (NETFOSAA)	ND		ND		ND		0.48	1.6		ng/L
n-methyl perfluorooctanesulfonamidoacetic acid (NMeFOSAA)	ND		ND		ND		0.41	1.3		ng/L
perfluorobutanesulfonic acid (PFBS)	1.3		1.2		1		0.31	1		ng/L
perfluorodecanoic acid (PFDA)	ND		ND		ND		0.34	1.1		ng/L
perfluorododecanoic acid (PFDoA)	ND		ND		ND		0.23	0.79		ng/L
perfluoroheptanoic acid (PFHpA)	ND		0.66	J	0.67	J	0.45	1.5		ng/L
perfluorohexanoic acid (PFHxA)	0.83	J	1.5	J	1.6		0.48	1.6		ng/L
perfluorohexanesulfonic acid (PFHxS)	0.80	J	0.92	J	0.71	J	0.35	1.1		ng/L
perfluorononanoic acid (PFNA)	0.55	J	ND		ND		0.47	1.5		ng/L
perfluorooctanoic acid (PFOA)	0.58	J	1	J	1.6		0.50	1.6	70	ng/L
perfluorooctanesulfonic acid (PFOS)	ND		ND		ND		0.32	1	70	ng/L
perfluorotetradecanoic acid (PFTA)	ND		ND		ND		0.35	1.1		ng/L
perfluorotridecanoic acid (PFTrDA)	ND		ND		ND		0.44	1.4		ng/L
perfluoroundecanoic acid (PFUnA)	ND		ND		ND		0.31	1		ng/L
Semi-Volatiles										
11-chloroicosafuoro-3-oxaundecane-1-sulfonic acid (11Cl-PF3OUdS)	ND		ND		ND		0.30	0.98		ng/L
9-chlorohexadecafluoro-3-oxanonane-1-sulfonic acid (9Cl-PF3ONS)	ND		ND		ND		0.33	1.1		ng/L
4,8-dioxa-3H-perfluorononanoic acid (ADONA)	ND		ND		ND		0.36	1.2		ng/L
hexafluoropropylene oxide dimer acid (HFPO DA)	ND		ND		ND		0.40	1.4		ng/L
N-ethyl perfluorooctanesulfonamidoacetic acid (NETFOSAA)	ND		ND		ND		0.46	1.6		ng/L
n-methyl perfluorooctanesulfonamidoacetic acid (NMeFOSAA)	ND		ND		ND		0.39	1.3		ng/L
perfluorobutanesulfonic acid (PFBS)	ND		ND		ND		0.29	0.98		ng/L
perfluorodecanoic acid (PFDA)	ND		ND		ND		0.32	1.1		ng/L
perfluorododecanoic acid (PFDoA)	ND		ND		ND		0.23	0.75		ng/L
perfluoroheptanoic acid (PFHpA)	ND		ND		ND		0.43	1.5		ng/L
perfluorohexanoic acid (PFHxA)	ND		ND		ND		0.46	1.6		ng/L
perfluorohexanesulfonic acid (PFHxS)	ND		ND		ND		0.33	1.1		ng/L
perfluorononanoic acid (PFNA)	ND		ND		ND		0.45	1.5		ng/L
perfluorooctanoic acid (PFOA)	ND		ND		ND		0.48	1.6		ng/L
perfluorooctanesulfonic acid (PFOS)	ND		ND		ND		0.30	0.98		ng/L
perfluorotetradecanoic acid (PFTA)	ND		ND		ND		0.33	1.1		ng/L
perfluorotridecanoic acid (PFTrDA)	ND		ND		ND		0.42	1.4		ng/L
perfluoroundecanoic acid (PFUnA)	ND		ND		ND		0.29	0.98		ng/L

## Town of Brookfield - Sanitary District #4

### 2023 Lead & Copper Testing - 13th Round

ID	Address	Test Date	Lead	Copper	Units
D 9	910 Summit Drive	06/20/23	3.3	110	ug/L
D 11	525 Long Beard Road	06/20/23	6.8	150	ug/L
LC 1	830 Plateau Lane	06/20/23	2.4	120	ug/L
LC 4	905 Sunnycrest Drive	06/20/23	0.86	82	ug/L
LC 5	21305 Belgren Road	06/20/23	1.4	160	ug/L
LC 7	1200 Hawthorne Ridge Drive	07/05/23	2.2	69	ug/L
LC 8	1015 Dona Vista Drive	06/19/23	3.4	200	ug/L
LC 9	21515 Cologne Road	06/20/23	0.73	86	ug/L
LC 10	21225 Candlewood Drive	06/20/23	2.9	120	ug/L
LC 11	21475 Clarion Lane	06/20/23	0.83	150	ug/L
LC 15	21320 Birdseye Lane	06/20/23	2.7	130	ug/L
LC 16	21395 Cologne Road	06/20/23	1.2	83	ug/L
LC 17	815 Plateau Lane	06/20/23	0.88	97	ug/L
LC 18	260 Rip Van Winkle Drive	06/19/23	0.43	68	ug/L
LC 19	21365 Cologne Road	06/20/23	2.5	77	ug/L
LC 21	960 Timber Pass	06/20/23	1.5	110	ug/L
LC 22	984 Arlyne Court	06/20/23	0.52	72	ug/L
LC 23	295 Catskill Road	06/20/23	1.7	150	ug/L
LC 24	950 Rolling Green Drive	06/20/23	ND	180	ug/L
LC 25	21625 Greendale Drive	06/22/23	4.2	210	ug/L

	Lead	Copper	Units
2023 - 90% Percentile:	3.4	180	ug/L
Action Level:	15	1300	ug/L

The Sanitary District has many older homes that were constructed when lead plumbing materials were commonly used. Fortunately we do not have any lead services in our system but lead solder was used with copper pipes until 1984. Even today lead can be found in some brass fixtures.

Lead and copper testing is mandated by the EPA's Lead & Copper Rule which was adopted in June of 1991. Because we are historically in compliance we have taken the fewest samples allowed by law. The law doesn't give anyone the opportunity to get a pass, so we will continue to sample every three years.

This year Sanitary District No. 4 completed its thirteenth round on a group of 20 homes that we have been monitoring since 1993. The homes in our test group have copper plumbing with lead solder. EPA regulations require that 90% of the homes in our test group have lead levels of 15 micrograms per liter ( $\mu\text{g}/\text{l}$ ) or less. The 90 percentile level in this round of testing for lead was 3.4  $\mu\text{g}/\text{l}$ , well under the EPA maximum level. EPA regulations require that 90% of the homes in our test group have Copper levels of 1300 micrograms per liter ( $\mu\text{g}/\text{l}$ ) or less. The 90 percentile level in this round of testing for Copper was 180  $\mu\text{g}/\text{l}$ , also well under the EPA maximum level. Another "thank you" to those who again have taken time to help us with the testing.

Lead is not found in our groundwater or water in the district's distribution mains, but is absorbed from lead plumbing materials. The utility carefully monitors the corrosion potential of our drinking water to minimize the amount of lead absorbed from household plumbing.

We recommend that residents with homes built before 1984 flush their water line before using water for cooking or drinking. It takes time for the water to absorb lead, so the idea is to use water that has not been in contact with lead plumbing materials for more than a few hours. Adequately flushing the water line can require running 1 to 2 gallons of water to draw fresh water from the water main.

## Definitions and Qualifiers

Item	Definition
ug/l	micrograms per liter which is equal to ppb: parts per billion.
FBNA	The field sample had no detects, therefore the corresponding trip blank/field reagent blank was not analyzed.
J	Result is between LOD and LOQ and considered to be within a region of less-certain quantitation.
MS_Cl	Chlorine odor present. Nitrite matrix spike and spike duplicate recovery low and Nitrate matrix spike and spike duplicate recovery high due to the presence of chlorine in the sample.
NRC	Compound was detected in the sample, but was not requested in the order of analyses.
ND	Analyte NOT DETECTED at or above the LOD or MRL.
LOD	Limit of Detection.
LOQ	Limit of Quantitation.
NA	Not Applicable.
Dry	Dry Weight Basis.
Wet	Wet Weight Basis.
% Dry	Equal to: $(\text{mg/kg dry}) / 10000$ .
1000 ug/L	Equal to: 1 mg/L.
MCL	Maximum Contaminant Levels for Drinking Water Samples.
RPD	Relative Percent Difference.
%REC	Percent Recovery.
Source	Sample that was matrix spiked or duplicated.