

TOWN OF BROOKFIELD  
TOWN BOARD MINUTES  
AUGUST 15, 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.

Chairman Keith Henderson called the meeting to order at 7:00 p.m. with the following people present: Supervisors John Charlier, Steve Kohlmann, John Schatzman, and Ryan Stanelle; Sanitary District No. 4 Superintendent Tony Skof, and Town Attorney Michael Van Kleunen. Administrator/Interim Clerk Tom Hagie was absent and excused.

2) MEETING NOTICES.

The meeting was noticed in accordance with Open Meeting Law.

3) APPROVAL OF AGENDA.

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

4) APPROVAL OF MINUTES.

Motion by Supervisor Stanelle to approve the minutes of August 1, 2023 Town Board meeting with changes.  
Seconded by Supervisor Kohlmann.  
*Motion Passed Unanimously.*

5) CITIZEN COMMENTS.

None.

6) OLD BUSINESS.

None.

7) NEW BUSINESS.

a. Discussion and possible action regarding Change of Agent for Marcus Majestic Cinema.

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

b. Discussion and possible action regarding a request by Cynthia Harms to amend the Conditional Use Permit issued for the Commercial Day Care located at 20711 Watertown Road.

Motion by Supervisor Schatzman to deny the request for an amendment.  
Seconded by Supervisor Kohlmann.  
*Motion Passed Unanimously.*

c. Discussion and possible action regarding the Strand Associates Agreement for Poplar Creek Interceptor Relining Construction-Related Service.

Motion by Supervisor Charlier to approve the contract in the amount not to exceed of \$68,000.  
Seconded by Supervisor Kohlmann.  
*Motion Passed Unanimously.*

8) APPROVAL OF VOUCHERS AND CHECKS.

Motion by Supervisor Kohlmann to approve vouchers dated 8/2/2023-8/15/2023 in the amount of \$784,918.04.  
Seconded by Supervisor Schatzman.  
*Motion Passed Unanimously.*

9) COMMUNICATION AND ANNOUNCEMENTS.

Comments that the new K9 Resorts opening is going well and a reminder of the soft opening of the new Sweet Green opening at the Corners of Brookfield.

10) ADJOURN.

Motion by Supervisor Schatzman to adjourn at 7:22 p.m.

Seconded by Supervisor Stanelle.

*Motion Passed Unanimously.*

Respectfully submitted,

Tom Hagie

Town Administrator/Interim Clerk

DRAFT

## Agreement for Professional Services

This Agreement is effective as of September 6, 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: **Town of Brookfield Zoning Code Re-write.**

**Client's Authorized Representative:** Tom Hagie

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

**Telephone:** 262-796-3788 **email:** administrator@townofbrookfield.com

**Project Manager:** Amy Barrows

**Address:** 501 Maple Avenue, Delafield, Wisconsin 53018

**Telephone:** 262-646-6855 **email:** abarrows@sehinc.com

**Scope:** SEH will assist the Town with a review of Chapter 17 - Zoning Code and identify and process recommended text amendments. SEH will manage the amendments through the Town's formal review process. This contract does not include Attorney review. 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: General review of Chapter 17 with provided suggestions and feedback (~24 hours, \$3,500)**

- A. Review all sections of Zoning Code and provide general suggestions and feedback.
- B. Research other zoning codes to identify new land uses, processes, and other applicable regulations to consider.

*NOTE: This is not a complete audit of the Zoning Code. Staff will review the code and provide suggestions based on state statutes, case law, known discrepancies, outdated or ambiguous language, and best practices.*

**Task 2: Create and amend table of allowable land uses and zoning district standards (~16 hours, \$3,000)**

- A. Create a table for allowable land use and typical zoning district standards, such as lot width, lot area, building coverage requirements, to be referenced throughout the zoning code.
- B. Amend table as part of proposed amendments.

**Task 3: Detailed review of zoning districts (~24 hours, \$3,500)**

- A. Review existing language and provide suggestions for principal permitted uses and conditional uses
- B. Determine if additional Zoning Districts or Overlay Districts should be considered.

**Task 4: Detailed review of general provisions and process sections (~24 hours, \$3,500)**

- A. Review existing language and provide suggestions.
- B. Determine if processes or committee procedures can be improved or modified.

**Task 5: Update the definitions section (~12 hours, \$2,250)**

- A. Review existing language and provide suggestions to delete, add, and modify terms.

**Task 6: Review and update sign Code (~24 hours, \$3,500)**

- A. Review current sign code revisions.
- B. Amend the sign code section.

**Task 7: Meetings and draft revisions (~36 hours, \$5,500)**

- A. Consultant internal meetings
- B. Meet with internal town staff to discuss amendments (4 – 2 hr. meetings)
- C. Review proposed amendments at 2 Architectural Review Committee meetings – Receive recommendations
- D. Review proposed amendments at 1 Plan Commission meeting – Concept Meeting
- E. One revision to draft provisions
- F. Review proposed amendments at 1 Plan Commission meeting – Public Hearing/Recommendation
- G. Draft ordinance
- H. Review proposed amendments at 1 Town Board meeting – Action

**Not included in the above scope:** Attorney review, travel time and related expenses, or any modifications to the Scope of Services. If the project evolves to include additional tasks, an amendment to the contract will be required.

**Schedule:** Said work, as described in Scope, will be completed as mutually agreed upon after receipt of signed contract and all items to be furnished by client. All work is subject to weather and field conditions. Estimated completion date will be **April 30, 2024**, but is dependent on approved Scope.

**Payment:** The fee is hourly, including expenses and equipment, but shall not exceed the amount approved by the Town and agreed to by SEH. The majority of tasks will be performed by the Planner (\$140 per hour) and the Senior Planner/Project Manager (\$170 per hour) will assist as needed. If assistance is needed from other planners, surveyors, engineers, or administrative staff, the Town will be billed in accordance with the enclosed rate table.

No additional fee may be charged without advance written approval by the Town. Below is a table that includes suggested tasks and a schedule based on the needs and recommended timeline of the Town.

<b>Task</b>	<b>Fee</b>	<b>Schedule</b>
<b>Task 1: General review of Chapter 17 with provided suggestions and feedback</b>	<b>\$3,500</b>	September 2023
<b>Task 2: Create a table of allowable land uses and zoning district standards</b>	<b>\$3,000</b>	September – October 2023
<b>Task 3: Detailed review of zoning districts</b>	<b>\$3,500</b>	October – December 2023
<b>Task 4: Detailed review of general provisions and process sections</b>	<b>\$3,500</b>	November 2023 – February 2024
<b>Task 5: Update the definitions section</b>	<b>\$2,250</b>	November 2023 – February 2024
<b>Task 6: Review and update sign code</b>	<b>\$3,500</b>	September 2023 – April 2024
<b>Task 7: Meetings and draft revisions</b>	<b>\$5,500</b>	October 2023 – April 2024
<b>Total</b>	<b>\$24,750</b>	<b>September 2023 – April 2024</b>

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1. Additional work, if required, shall be compensated in accordance with the rate schedule attached hereto as part of 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 Master Agreement for Professional Services 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: \_\_\_\_\_  
Amy Barrows  
Title: Senior Planner  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A-1**  
**to Agreement for Professional Services**  
**Between Town of Brookfield (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated September 6, 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. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
4. Plots, Reports, plan and specification reproduction expenses.
5. Postage, handling and delivery.
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
7. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
8. All taxes levied on professional services and on reimbursable expenses.
9. Other special expenses required in connection with the Project.
10. 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.

## SEH HOURLY BILLABLE RATES - 2023

CLASSIFICATION - OFFICE STAFF	BILLABLE RATE <sup>(1)</sup>
Principal	\$175 - \$295
Project Manager	\$145 - \$260
Senior Project Specialist	\$140 - \$240
Project Specialist	\$105 - \$190
Senior Professional Engineer I	\$120 - \$195
Senior Professional Engineer II	\$145 - \$245
Professional Engineer	\$110 - \$180
Graduate Engineer	\$90 - \$150
Senior Architect	\$130 - \$230
Architect	\$115 - \$165
Graduate Architect	\$90 - \$120
Senior Landscape Architect	\$120 - \$185
Landscape Architect	\$100 - \$135
Graduate Landscape Architect	\$90 - \$110
Senior Scientist	\$135 - \$185
Scientist	\$95 - \$150
Graduate Scientist	\$85 - \$115
Senior Planner	\$135 - \$230
Planner	\$105 - \$165
Graduate Planner	\$95 - \$130
Senior GIS Analyst	\$115 - \$190
GIS Analyst	\$105 - \$130
Project Design Leader	\$125 - \$200
Lead Technician	\$110 - \$185
Senior Technician	\$95 - \$150
Technician	\$65 - \$125
Graphic Designer	\$95 - \$160
Administrative Professional	\$55 - \$140

CLASSIFICATION - FIELD STAFF	BILLABLE RATE <sup>(1)</sup>
Professional Land Surveyor	\$115 - \$175
Lead Resident Project Representative	\$100 - \$170
Senior Project Representative	\$95 - \$150
Project Representative	\$80 - \$135
Survey Crew Chief	\$90 - \$150
Survey Instrument Operator	\$60 - \$105

(1) The actual rate charged is dependent upon the hourly rate of the employee assigned to the project.  
The rates shown are subject to change.

Effective: January 1, 2023  
Expires: December 31, 2023

August 25, 2023

Tony Skof, Superintendent, Sanitary District #4  
Town of Brookfield, Wisconsin  
645 N Janacek Rd  
Brookfield, WI 53045

**Re: Written Municipal Advisor Client Disclosure with the Town of Brookfield (“Client”) for  
2023 Sewer Rate Study (“Project”) Pursuant to MSRB Rule G-42)**

Dear Tony:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.

As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers & Associates

A handwritten signature in blue ink that reads 'Jon Cameron'. The signature is fluid and cursive, with a large loop at the end.

Jon Cameron  
Senior Municipal Advisor/Vice President

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<sup>1</sup> This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

## Appendix A

### DISCLOSURE OF CONFLICTS OF INTEREST/OTHER REQUIRED INFORMATION

#### Actual/Potential Material Conflicts of Interest

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

#### Other Engagements or Relationships Impairing Ability to Provide Advice

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

#### Affiliated Entities

Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

#### Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

#### Payments from Third Parties

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

#### Payments/Fee-splitting Arrangements

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

#### Municipal Advisor Registration

Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

## **Material Legal or Disciplinary Events**

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

## **Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction**

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

## **MSRB Contact Information**

The website address of the MSRB is [www.msrb.org](http://www.msrb.org). Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

# Appendix B

## Sewer Utility Rate Study

### Scope of Service

Client has requested that Ehlers prepare a user rate study for its sewer utility. (“Project”). Ehlers proposes and agrees to provide the following scope of services:

#### Phase I – Information Request, Review, and Long-Range Cash Flow Analysis (“LRCFA”)

- Under this phase we will assess the need for a Sewer Rate study using a long-range cash flow analysis. This analysis will make projections on future operation expenses, future capital funding, and identify future rate increases.
- Prepare a cash flow analysis for the previous 5 years 2018-2023 and next 10 years including the test year. The analysis will include:
  - Actual (for the past five years) and budgeted revenues and expenses based upon the work completed in Phase I above.
  - Development of annual operating expenses for the utility using an assumed rate of inflation based on historical expenses and discussions with staff.
  - Actual annual debt service expenses for existing utility debt.
  - The development of preliminary financing plans for planned capital improvement expenses including the use of cash vs. debt financing.
  - The planned debt service for the sewer utility upgrades taking into consideration available and minimum recommended reserves, existing debt, and existing revenue bond covenants if applicable.
  - Project out revenues and identify projected user rate increases to meet all financial obligations of each utility in future years.
  - Use benchmarking analysis to put forth a plan for fiscal sustainability. Using key metrics established by rating agencies, creditors, underwriters, and the PSC, create a plan that focuses on self-sustaining rates.
  - Determine an initial rate adjustment based on existing cash flow analysis through Budget Year 2023.
  - User Rate Comparison
    - Develop a comparison of existing and proposed user rates for example properties by customer class.
    - Develop a comparison of existing and proposed user rates to other communities.

- To complete this phase Ehlers will need to request and review the following:
  - Current schedule of sewer rates.
  - Annual audits for the past five years. (We have this information on file).
  - Year to date actual expenses and revenues.
  - Latest line-item budget.
  - Current annual debt service schedules for existing utility debt. (We have this information on file).
  - Any available capital improvement plan documents.

## **Phase II – Report, Presentation(s), & Implementation**

- **Draft Report**
  - Meet with municipal staff virtually (phone or web-based service) to discuss initial findings
- **Final Report and Presentation**
  - Prepare a report including all project tables and a brief presentation describing the findings and recommendations of the LRCFA.
  - Review the report with staff and make any appropriate changes.
  - Prepare a final report and submit via PDF or paper copy
  - Prepare and be available for one (1) presentation of the report and findings to the Town Board or other designated governing body.
- **Implementation**
  - Assist utility in determining implementation date
  - Provide updated rate schedules for implementation
  - Discuss proper implementation process as it relates to the municipality's ordinance

## **Phase II – Utility Rate Study**

- Under this phase we will complete the Sewer Rate Study. This analysis will include:
  - Development of Revenue Requirements
    - Based on the available budget, debt and asset detail, develop the revenue requirements for the utility under the cash based or utility-based method.
  - Cost of Service Study
    - Allocate the revenue requirements for the test year to the appropriate utility functions.
  - Rate Design

- Calculate the user rates for all customer classes based on the revenue requirements allocated to each utility function divided by the appropriate billable units.
    - Create a cash flow analysis for the test year to ensure that the calculated user rates will meet the cash flow needs of the utility.
  - User Rate Comparison
    - Develop a comparison of existing and proposed user rates for example properties by customer class.
    - Develop a comparison of existing and proposed user rates to other communities.
- To complete this phase Ehlers will need to request and review the following:
  - As applicable, detailed sewer billing records for the past 3 years showing:
    - billed consumption by customer class
    - number of customers by class and meter size (if billed by meter size).
  - Total Inflow at the wastewater treatment plant (or master meter to regional plant) for the previous 3 calendar years 2020-2022
  - Any available information on upcoming developments and population growth over the study planning period that would increase the customer base and usage, or conversely any information on customers reducing usage or moving out of the municipality.
  - Current number of un-metered customers within the utility, if any.
  - Current depreciation rates depreciation schedule including accumulated depreciation.
  - Copy of current sewer service agreement(s) with governmental and/or private entities.

#### **Phase IV – Report, Presentation(s), & Implementation (as necessary)**

- **Draft Report**
  - Meet with municipal staff virtually (phone or web-based service) to discuss initial findings
- **Final Report and Presentation**
  - Prepare a report including all project tables and a brief executive summary describing the findings and recommendations of the study.
  - Review the report with staff and make any appropriate changes.
  - Prepare a final report and submit via PDF or paper copy

- Prepare and be available for one (1) presentation of the report and findings to the Town Board or other designated Committee.
- **Implementation**
  - Assist utility in determining implementation date
  - Provide updated rate schedules for implementation
  - Discuss proper implementation process as it relates to the municipality’s ordinance

## Compensation

In return for the services set forth in the “Scope of Service,” Client agrees to compensate Ehlers as follows:

Service	Fee
Phase I: Information Review & Cash Flow Analysis	\$ 2,500
Phase II: Report & Implementation	\$ 500
<b>Initial Phases Total</b>	<b>\$ 3,000</b>
Phase III: Sewer Rate Study	\$ 7,000
Phase IV: Report & Implementation	\$ 1,000
<b>All Phases Total</b>	<b>\$ 11,000</b>

\*As necessary. Phase I may indicate the remainder of the Study is not needed.

In the event the Client determines not to proceed with additional Phases Ehlers will send the invoice for Phases completed.

In the event Client determines not to proceed with the Study once a Phase has been authorized, but prior to that Phase’s completion, the compensation due for that Phase will be prorated to reflect the percentage of the work completed.

For any service directed by Client and not covered by this Scope of Service, or another applicable Appendix, Ehlers will bill Client at an hourly rate that is dependent upon the task/staff required to meet Client request at no less than \$125.00/hour and not to exceed \$300.00/hour.

## Payment for Services

Ehlers will invoice Client for the work completed at the end of each phase noted above. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

## Client Engagement

Client hereby accepts the terms set forth in this Written Municipal Advisor Client Disclosure and engages Ehlers to provide the services described above. This Letter shall be effective as of the date of its acceptance by Client. The above Scope of Services is hereby accepted by the Town of Brookfield, Wisconsin, by its authorized

officer this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_  
(Print Title)

Signature: \_\_\_\_\_

**TOWN OF BROOKFIELD  
PLANNING COMMISSION RECOMMENDATIONS  
AUGUST 22, 2023**

Town Chairman Keith Henderson called the meeting to order at 7:10pm on Tuesday, August 22, 2023, at the Town of Brookfield Town Hall, 645 North Janacek Road, Brookfield, Wisconsin. Also present at the meeting was Supervisor Ryan Stanelle; Commissioners Len Smeltzer, William Neville, and Jeremy Watson; and Town Planner Bryce Hembrook. Commissioners Gordon Gaeth and Kevin Riordan were absent and unexcused.

**TOWN OF BROOKFIELD FOR A RECOMMENDATION OF APPROVAL FOR A ZONING CODE TEXT AMENDMENT TO SECTION 17.02(14)(G)11 RELATED TO FENCES**

Commissioner Watson moved to **recommend approval** of for a zoning code text amendment to Section 17.02(14)(g)11 related to fences with the following conditions:

- Town staff shall prepare the final ordinance along with the fence diagram, checklist, permit application, and any other relevant information and discuss at an October Town Board meeting.

The motion was seconded by Commissioner Neville, voted on, and carried. Commissioner Smeltzer opposed.

**WILLIAM RAHFALDT FOR A CONDITIONAL USE REQUEST TO ALLOW A FIELD FENCE IN THE STREET YARD ON PARCEL BKFT1133999**

Commissioner Watson moved to **recommend denial** of the proposed conditional use permit request.

The motion was seconded by Commissioner Smeltzer, voted on, and carried. Commissioner Neville opposed.

**AARON TESCH (ADULT DAY SERVICES OF SOUTHEAST WISCONSIN) REQUEST TO SCHEDULE A PUBLIC HEARING FOR A CONDITIONAL USE REQUEST TO ALLOW AN ADULT DAY CARE IN THE B-2 LIMITED GENERAL BUSINESS DISTRICT, LOCATED AT 20875 CROSSROADS CIRCLE (BKFT1129999004)**

Commissioner Watson moved to **recommend setting a public hearing** for the September 26<sup>th</sup> Plan Commission meeting to discuss a conditional use request to allow an adult day care in the B-2 Limited General Business District, located at 20875 Crossroads Circle.

The motion was seconded by Commissioner Stanelle voted on, and carried unanimously.

**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









REVISIONS:  
8/15/23: PRELIM #1

# ADULT DAY SERVICES REMODEL

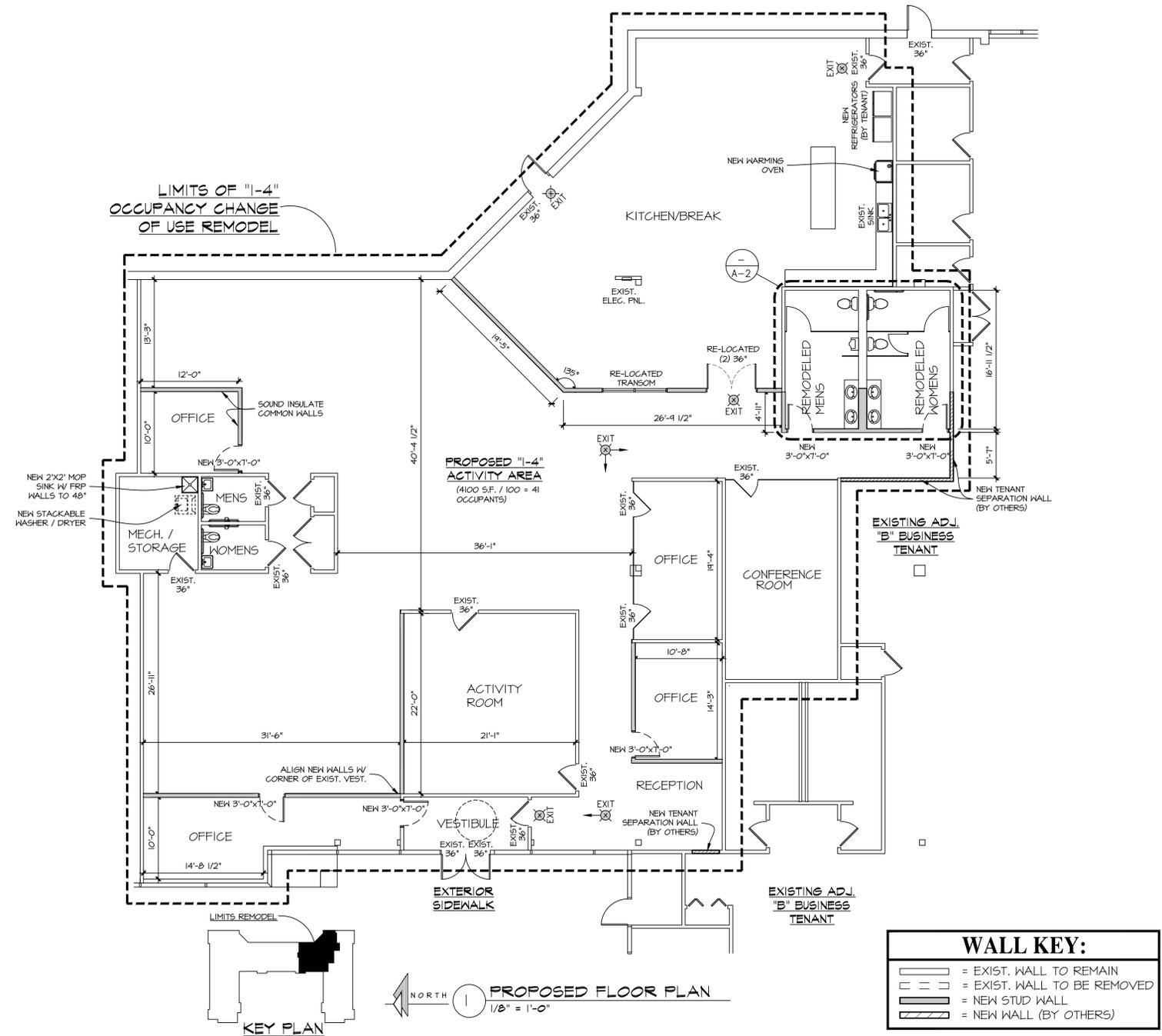
20875 CROSSROAD CTR., SUITE #1  
BROOKFIELD, WI

SHEET TITLE:  
**PROPOSED FLOOR PLAN & DETAILS**

## A-2

DATE: AUG. 15, 2023

PROJECT NUMBER: 23-339





## **Riverview Adult Day Program**

### **Address:**

20875 Crossroads Cir.  
Waukesha, WI 53186

### **Hours of Operation:**

Monday through Friday 8:00am-2:00pm

### **MISSION STATEMENT**

Provide opportunities, choice, and enhanced community involvement. While promoting self-advocacy and independent thought.

### **OUR VISION**

Our vision is to provide services that support adults with cognitive or physical disabilities to live more independent and active lives in their community.

### **OUR VALUES**

- Personal choice and Individuality
- Independence
- Community Inclusion and involvement
- Health and wellness
- Safety

### **INCLUSION STATEMENT**

ADSSW does not and shall not discriminate based on race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring, and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, participants, volunteers, subcontractors, vendors.

## **I. PROGRAM**

### **IA. PROGRAM DESCRIPTION**

- 1) ADSSW encompasses a wide variety of activities and hands on experiences, essential for developing independent living skills and improving the quality of life for adults with developmental disabilities, physical impairments, mental illness or traumatic brain injuries. ADSSW participants typically have not been successful in traditional work or day settings due to their unique challenges. Activities and community outings are planned and implemented based on each individual's needs, interests and goals. Staff focus on person centered planning necessary to ensure positive, memorable experiences and enhance participant's self-esteem.
- 2) "In house" activities are structured to improve the participant's daily living skills such as; hygiene activities, toileting, feeding and general independence in self-care activities. Participants are given the opportunity to engage in activities of their choosing based on their interests and skill level. Activities include, but are not limited to; arts and crafts, music activities, exercise, promoting positive social interaction and enhancing educational skills through reading, writing or other methods.
- 3) Participants are encouraged to attend community-based outings on a daily basis. ADSSW's day program reinforces appropriate and respectful public conduct by continually involving individuals in a wide range of activities. Community integration activities include shopping experiences, trips to the library, local parks, cultural, musical, and sporting events. Points of interest include the art museum, the zoo, humane society, trips to the movies, and the Mitchell Park Domes. Participants also have the ability to increase their vocational skills through various types of volunteer work such as volunteering at one of partner sites and/or cleaning up local parks. Day Program participants tour local factories and various job sites to gain an understanding of industry and agriculture. This wide variety of educational and recreational experiences increases community awareness and encourages participants to expand their knowledge and horizons in new ways.
- 4) Program participants with special needs will be provided the assistance necessary to allow them to be as independent as possible yet allow them the benefit of full participation in community and program activities.
- 5) The Day Program daily rate is determined by the referring Care Management Organization based upon the participant's level of care and services deemed necessary. If a participant needs change, or new services are added, ADSSW staff will collaborate with case managers and guardians to examine the cost of providing additional services and formulate a new daily rate based upon those needs.
- 6) Should a participant experience a major change in general functioning or medical condition during the day program, staff will immediately notify the guardian/emergency contact and home manager via telephone. Upon notifying the guardian, staff will also inform the program director.

- 7) All incidents that occur on site or during day programming hours that affect the health, safety or welfare of a participant will be documented by completing an incident form. Along with the completion of incident reports, all telephone correspondence will be documented, and case noted, this information will be kept on record in the participant files.
- 8) ADSSW day program staff will be trained in implementing standard precautions measures to prevent transmission of infection from contact with blood or other body fluids or materials having blood or other body fluids on them. Employee training on this topic will be completed by reading through the “Standard Precautions training module” obtained from the Red Cross. Upon successful completion of this training course, employees are expected to adhere to the guidelines of CDCP, OSHA, and HFS codes to prevent the transmission of communicable disease in occupational settings.
- 9) Should a participant arrive at the day program site with a communicable illness or develops one while on site, staff will follow the CDCP, OSHA, and HFS standard precaution guidelines to prevent transmission of infectious diseases and exposure to others.
- 10) If an emergency medical situation presents itself, staff is to call 911 and follow any directions given by the dispatcher. Staff will immediately notify the participants’ guardian/emergency contact, program director and case manager of the situation. Incident reports must be completed by staff and placed in the participant’s file. This policy will be communicated to the participant and guardian at the time of admission. Emergency contact lists are posted around the facility at telephones.
- 11) Staff members or any visitor that exhibits symptoms of illness, communicable disease transmittable by normal contact, or behavior which gives reasonable concern for the safety of participants will be asked to leave the premises until they are cleared by a medical professional to return to work or has gained control and is no longer a threat to the safety of on-site participants.
- 12) Staff will follow up with all unexplained participant absences by calling the participant’s residence inquiring about the participant’s condition. Guardians and care managers will be notified promptly of any unexplained absence from the program.
- 13) Participants and their guardians will be required to review and sign all admission paperwork prior to enrollment in the program. These will be kept in the participant’s file and copies will be provided to the participant and guardian.
- 14) The day program site is a non-smoking facility. Any person who wishes to smoke, must do so a minimum of twenty feet from the entrance/exit of the day program facility. Company vehicles used to transport participants are also non-smoking.
- 15) Any voluntary or involuntary discharge of a participant from the ADSSW Day Program must be submitted in writing to the participants Case Manager and Guardian. All voluntary and involuntary discharge notices must be made 30 days in advance of the

discharge date.

- 16) All complaints made by participants, guardians, family members, caregivers or other interested persons about the services provided by the day program will be investigated by the Program Director following ADSSW's Grievance Procedure. Upon completion of the investigation the Program Director will notify the appropriate local, county and/or state agency of the findings.

#### **I.B. PARTICIPANT ENROLLMENT PROCEDURES:**

- 1) ADSSW does not enforce a trial period for participants when assessing and determining our ability to serve the individual, and the individual's desire to participate in the program. All factors regarding program enrollment are collaborative decisions agreed upon by the program director, case manager, guardian, and participant.
- 2) The Day Program will have the following documentation on file upon each participant enrollment. The participant's file will contain a face sheet with the following elements.
  - a. Participant's full name, address, telephone number, date of birth, and living arrangement.
  - b. Current photo of participant.
  - c. Guardian's name, address, and telephone and name and telephone of AFH manager or caregiver.
  - d. Name, address, and telephone of at least one family member or person designated as an emergency contact.
  - e. Name, address, and telephone number of primary care physician.
  - f. Current medication list.
  - g. Name and address of referring or coordinating agency and case manager, if applicable.
  - h. Name and contact of transportation provider.
- 3) Each participant file will contain an Admission Agreement to be signed by the participant, and guardian stating the description of services, the cost of services. In addition, a signed copy of the Participant Rights will also be kept on file.
- 4) Ninety days prior to enrollment or within 30 days after enrollment a Physical Examination Form must be signed by a licensed physician, physician's assistant, or registered nurse.
  - a. An indication that the participant has been screened for any that is detrimental to other participant, including tuberculosis.
  - b. A current list of disease, chronic conditions, and drug, food, or other allergies.

- c. A statement of any restrictions in the participant's ability to participate in program activities.
  - d. The names of all prescribed medications including dosage.
- 5) All records of current participants will be kept on site. Upon discharge, the records will be retained for at least three years in a secure, dry space.

#### **I.C. ASSESSMENT AND SERVICE PLAN DEVELOPMENT:**

- 1) Prior to enrollment, ADSSW's Program Director will meet with all participant referrals to assess their needs and determine compatibility in the day program. The Program Director will consider recommendations from the guardian, and case manager when determining if the scope of the program is appropriate to meet the participant's needs.
- 2) If it is determined that the program can meet the needs and interests of the participant, a service plan will then be completed within 30 days of admission. The participant's Individual Service Plan will contain the following information:
  - a. A written assessment highlighting the participant's functional abilities and disabilities, strengths and weaknesses, personal habits, preferences, and interest, likes and dislikes, and medical condition.
  - b. A written statement of the services and activities the program will provide to meet these needs is included in the Participants Individual Service Plan.
  - c. The participants travel arrangements will be stated in Individual Service Plan.
- 3) Individual Service Plans will be reviewed and updated every six months, or as the participant's functioning, health condition, or preferences change.
- 4) Case notes are completed on an as needed basis noting any incident or unusual behaviors. Case notes are shared with guardians and case managers regularly.
- 5) Day Program staff will maintain ongoing communication with participant's caregivers/guardians pertaining to the participant's progress and overall well-being. All concerns or changes in medical status will immediately be addressed and documented by ADSSW staff.

#### **I.D. PROGRAM SERVICES:**

- 1) Program hours are from 8am-2pm but are adjusted to meet the transportation needs of everyone.
- 2) Staff will offer at least one community outing (weather/driving conditions permitting) and one "in house" activity daily. Staff will encourage participants to attend all community-based outings, however if a participant chooses not to attend; they will remain at the facility and participate in structured groups. All activities are planned to consider the individual differences of participants, their health, functioning, lifestyle,

ethnicity, religious affiliation, values, experiences, needs, interest, abilities and skills.

- 3) ADSSW does not offer nutritional services.
- 4) ADSSW has a general staff to participant ratio of 1:8. Staff are able to provide assistance with activities of daily living such as grooming, toileting and eating. All participants are always under staff supervision while at the program and in the community unless their Individual Service Plan allows them to be unsupervised at times.
- 5) All activities are planned and implemented considering adequate time for exercise and rest.
- 6) Services and activities provided by the program will consider participants individual service plans.
- 7) Participants may actively take part in planning recreation and leisure time activities of their choosing.
- 8) Group activities and outings are planned that will encourage creativity, social interaction, and physical exercise.
- 9) A variety of indoor and outdoor activities will be made available to participants daily.

**I.E. MEAL REQUIREMENTS:**

- 1) If participants wish they may, bring a snack to be eaten mid- morning. Participants will eat lunch daily around 11:30am, this may be earlier or later depending on the daily activity and lunch may be eaten off premises if on a community outing. All participants are required to bring in a “bag lunch.” The program will have on hand extra food should a participant forget his or her lunch. An on- site refrigerator is provided for storage and a microwave will be available to heat up food if necessary.

**I.F. ADMINISTRATION OF MEDICATIONS:**

- 1) ADSSW has Policies and Procedures in place for Medication Management along with the Authorization to Dispense Medication.
- 2) If participants require any medications to be administered during their time at the day program, medications must be sent in bubble pack form, clearly labeled with medication name, date, dosage, and directions for dispensing. Medications must be reviewed and updated annually by the prescribing practitioner.
- 3) Participants who do not self-administer their own medications will be given medications by staff members who have successfully completed 8 hours of medication management training. In addition, the following conditions must be met for participants whose medications are administered by staff members.
  - a. A written order from the prescribing practitioner must be in the record.
  - b. A listing of current medications with the dosage, frequency, and route of

administration must be in the record.

- c. Over the counter and prescription medications shall remain in the original labeled containers and be stored in a locked safe place.
- d. Non-licensed staff must consult with the prescribing practitioner or pharmacist about each medication to be administered.
- e. Written information describing side effects and adverse reactions of each medication must be kept in the participant's record.
- f. The administration of medications must be documented in ink in the participant's permanent record (this documentation includes the name of the medication, dosage, method of administration, date and time administered, and name of the staff member who administered the medication).

### **I.G. TRANSPORTATION:**

- 1) All staff that provides transportation to participants must provide ADSSW with a copy of a valid driver's license, vehicles and drivers are covered under the Business Auto Policy through Selective Insurance. This coverage includes liability, auto/medical, uninsured motorist, under-insured motorist, comprehensive and collision.
- 2) All company vehicles are inspected weekly to ensure parts are working properly and are up to safety standards. All vehicles will have functioning headlights, taillights, directional signals, windshield wipers, brakes, heater and seat belts.

## **II. PERSONNEL**

### **II.A. STAFF REPORTS:**

- 1) Staff are to complete an application for employment stating the employee's name, address, date of birth, education, previous work experience, and the name, address and telephone of person(s) to be notified in an emergency; documentation of training, certifications and licenses will also be retained for the employees' file.
- 2) All employees must be eligible for employment upon completion of a Background Character Verification form authorizing a background check to be performed.
- 3) Any person with experience working as a nurse assistant, home health aide or hospice aide shall not have any substantiated findings or be listed on the caregiver misconduct registry. Upon checking the department's list, if a finding of caregiver misconduct is discovered, ADSSW will be unable to offer employment in any capacity.
- 4) Employees who are offered a job must undergo, and successfully pass a physical health exam and communicable disease screening by a physician designated by ADSSW, prior to their start date.

### **II.B PROGRAM DIRECTOR:**

- 1) Vicki Durecki is a Licensed and Certified Occupational Therapy Assistant with over 25

years of experience working with individuals with developmental disabilities and mental health diagnoses. She graduated from MATC in 1995 and is a licensed Occupational Therapy Assistant in the state of Wisconsin and is certified through NBCOT. Vicki worked for Phoenix Care Systems/Bell Therapy for 24 years in a variety of positions. She managed a large group of clients with major mental health, behavioral, and developmental concerns for 20 years. Among her many duties, Vicki conducted therapeutic group activities, developed treatment plans, organized staffing's with case managers and guardians, and communicated with other professionals as needed. Vicki was also the interim program manager for Day One for more than a year. She managed the daily operations while supervising the employees and clientele. Her experience also included being a Residential Program Manager for two years. She oversaw eight group homes with supervisors, staff, and residents. She ensured the homes followed all state regulations and requirements. Vicki mentored and provided training to staff to improve their documentation and goal writing skills. She provided solutions to crises and maintained quality assurance at the homes and prepared for state inspections and CARF surveys.

### **II.C. STAFFING PATTERNS:**

- 1) At least one staff member over the age of 18 years old shall be on the premises at all times participants are present. Staff can provide limited assistance with activities of daily living such as grooming, toileting and eating. Participants are always under staff supervision while at the program and in the community unless their Individual Service Plan allows them to be unsupervised at times. All staff members are required to fill out daily attendance sheets for all participants.

### **II.D. STAFF TRAINING:**

- 1) All employees must complete ADSSW's new hire orientation. This orientation is designed to familiarize employees with company policies and procedures, participant rights, responding to medical and safety emergencies, and training in standard precautions.
- 2) Within the first 90 days of employment, day program staff is required to read through each participant binder. Staff will become knowledgeable about the needs and abilities of participants, the physical and psychological aspects of each participant's disability and any techniques required to provide personal care to participants.
- 3) Completion of trainings and classes offered by outside agencies enable staff to gain the interpersonal communication skills needed to relate to participants including understanding independent living philosophy, respecting participant rights, needs and uniqueness, respecting age, cultural and ethnic differences, and confidentiality.
- 4) In addition to the initial training classes, staff is required to complete 10 hours of continuing education annually. These hours of training may include in-service classes, outside workshops, lectures, or training provided through audio or other video materials.
- 5) Any employee who has received the required training prior to employment must provide

ADSSW with copies of these training certificates. ADSSW staff will keep a written record of employee training and certifications will remain on record in the employee file.

### **III. ENVIRONMENT**

#### **III.A. SANITATION:**

- 1) ADSSW will not be preparing meals for participants. All participants are required to bring in a bag lunch daily and may bring in a snack if desired.
- 2) A refrigerator will be available to store perishable food items and the day program will provide disposable plates, napkins, cups and utensils for participant use.

#### **III.B. SAFETY:**

- 1) The Day Program will have a working telephone that is accessible during all hours of operation. The telephone will be in the administrative office area.
- 2) Stairs and walkways inside and out will be maintained in a safe condition.
- 3) Any animals kept in the day programming area will be tolerant of people on the premises and will be free of rabies.
- 4) A safe supply of drinking water will always be available to participants.
- 5) Fire Drills and Disaster Drills will be completed monthly.
- 6) In the event of a fire, the building is equipped with a sprinkler system. Fire extinguishers and any smoke detectors will also be tested and maintained monthly.

#### **III.C. FIRE PROTECTION:**

- 1) Upon the completion of local fire and safety inspections, ADSSW will maintain these written reports and keep them on file.
- 2) The day program area will be equipped with three 2A, 10 B-C fire extinguishers per 1,500 sq. feet. Fire extinguishers will be always operable, inspected once a year by a qualified person, and shall bear a label indicating its condition and date of the last inspection. In addition, to a yearly inspection fire extinguishers will be checked monthly for proper pressure by Cintas employees.
- 3) Staff members will become knowledgeable in using the fire extinguisher after completing an in-house training led by a qualified Milwaukee Firefighter or by attending the Fire Safety Training Course offered by HFS83 Certified Waukesha County Technical College CBRF training unit or attending Options for Community Growths Fire Safety course.

- 4) The building in which the day program is housed is equipped with an internal sprinkler system, hard wired smoke detectors, pull stations and monitoring by Milwaukee alarm company.

### **III.D. BUILDING AND FURNISHINGS:**

- 1) The space at 2400 WI-59, Waukesha, WI 53189 has been inspected and approved to conduct business by City of Waukesha's Occupancy Inspector as well as the Fire Department. The occupancy permit for the facility is posted in ADSSW's administrative offices located on the premises.
- 2) The day program area is an open concept designed to allow participants to move about freely and engage in activities of their choosing.
- 3) The day programming area is approximately 7,000 square feet.
- 4) The day program is furnished with tables and chairs to be utilized during "in-house" activities and leisure time.
- 5) The heating system within the day programming area will be maintained at not less than 70 degrees F.

## **IV. ADDITIONAL STANDARDS FOR ADULT DAY CARE PROGRAMS LOCATED IN A MULTI-USE FACILITY**

### **IV.A. ADULT DAY CARE PROGRAM, IN A MULTI-USE FACILITY WHICH IS NOT IN OR CONNECTED TO A NURSING HOME:**

- 1) The facility in which ADSSW operates is not a multi-use facility.

### **IV.B. ADULT DAY CARE PROGRAM IN OR CONNECTED TO A NURSING HOME:**

- 1) This section does not apply to ADSSW, LLC as we are not connected to a nursing home.

## **V. PROGRAM EVALUATION**

- 1) ADSSW will annually send out Satisfaction Evaluations to be completed by Participants and their Guardians. These evaluations will be useful in highlighting areas of service that need improvement and areas in which we are excelling. Our aim is to evaluate the program, continually looking for ways to strengthen and enhance the services we provide for our participants.