



Office of the Town Clerk

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

Office: 262-796-3788 | Clerk@TownofBrookfieldwi.gov

MEETING AGENDA

| | | |
|---|---|---|
| Tuesday, April 21, 2026 Immediately following the Annual Meeting | Town Board Utility District No. 1 Sanitary District No. 4 | Eric Gnant Room TOB Municipal Building 645 N. Janacek Rd., Brookfield, WI |
|---|---|---|

1. Call to Order & Roll Call.
2. Meeting Notices.
3. Approval of Agenda.
4. Approval of Minutes:
 - a. April 8, 2026 meeting of the TB, UD1, SD4.
5. Citizen Comments: Three-minute limit.
6. Committee/Commission Reports/Recommendations: None.
7. Old Business: None.
8. New Business:
 - a. Discussion and possible action regarding a Producer Full-Service Retail Sales Application from J. Henry & Sons for Whiskey & Watches at Craig Husar, located at 20100 W Bluemound Rd., on June 19, 2026.
9. Departments Reports/Recommendations:
 - a. Sanitary District No. 4
 1. Discussion and possible action regarding HydroCorp Cross Connection Program Service Agreement Renewal.
 - b. Development Services
 1. Discussion and possible action regarding Property Maintenance Violations.
10. Approval of Vouchers and Checks.
11. Communication and Announcements.
12. Adjourn.

Posted April 17, 2026

Emily Howells, Town Clerk



Office of the Town Clerk

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Office: 262-796-3788 | Clerk@TownofBrookfieldwi.gov

MEETING MINUTES

| | | |
|------------------------------------|---|---|
| Wednesday, April 8, 2026 7 p.m. | Town Board Utility District No. 1 Sanitary District No. 4 | Eric Gnant Room TOB Municipal Building 645 N. Janacek Rd., Brookfield, WI |
|------------------------------------|---|---|

1. Call to Order & Roll Call.

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

Present: Chairman Keith Henderson, Supervisors Steve Kohlmann, John Charlier, John Schatzman (VIA ZOOM) and Ryan Stanelle.

A quorum was met (5-0).

Staff Present: Administrator Tom Hagie, Fire Chief John Schilling, Highway Superintendent Scott Hartung, Sanitary District No. 4 Superintendent Tony Skof, Town Planner Rebekah Leto, Town Attorney Jim Hammes, and Clerk Emily Howells.

2. Meeting Notices.

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

3. Approval of Agenda.

Motion by Charlier to approve the agenda; seconded by Kohlmann.

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

4. Approval of Minutes:

a. March 17, 2026 meeting of the TB, UD1, SD4.

Motion by Stanelle to approve the minutes of March 17, 2026; seconded by Kohlmann.

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

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

6. Committee/Commission Reports/Recommendations:

a. Plan Commission

1. Discussion and possible action regarding a request for Conceptual, Preliminary and Final approval for site plan changes, including a revised parking lot, dumpster and lighting for Kwik Trip, located at 21980 Watertown Road. Excel Engineering (applicant); Kwik Trip Inc. (owner).

Motion by Charlier to approve a request for Conceptual, Preliminary and Final approval for site plan changes, including a revised parking lot, dumpster and lighting for Kwik Trip, located at 21980 Watertown Road. Excel Engineering (applicant); Kwik Trip Inc. (owner) with the conditions of a non-annexation agreement and concrete dumpster enclosure; seconded by Kohlmann.

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

2. Discussion and possible action regarding a Conditional Use request for The Way Church to operate out of an existing multi-tenant building, located at 20711 Watertown Road, Suite T. Joshua Waldoch (applicant) Scott Gnas (owner)

Motion by Kohlmann to approve a Conditional Use request for The Way Church to operate out of an existing multi-tenant building, located at 20711 Watertown Road, Suite T. Joshua Waldoch (applicant) Scott Gnas (owner) with the condition that a fully executed Conditional Use order with Plan Commission recommendations be recorded; seconded by Charlier.

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

3. Discussion and possible action regarding a request to rezone 21675 E. Moreland Blvd from the B-3 Office and Professional Business District to the B-2 Limited General Business District to allow for both retail and office uses. Chris Panagakis (applicant) Sisian LLC (owner).

Motion by Schatzman to approve a request to rezone 21675 E. Moreland Blvd from the B-3 Office and Professional Business District to the B-2 Limited General Business District to allow for both retail and office uses. Chris Panagakis (applicant) Sisian LLC (owner); seconded by Stanelle.

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

4. Discussion and possible action regarding a request for Conceptual, Preliminary and Final approval for site plan changes, including a new LED screen and stage at Market Square located within The Corners of Brookfield, north of Von Maur department store. Tax Key No. BKFT1123.960 Brookfield Corners LLC (owner/applicant).

Motion by Kohlmann to approve a request for Conceptual, Preliminary and Final approval for site plan changes, including a new LED screen and stage at Market Square located within The Corners of Brookfield, north of Von Maur department store. Tax Key No. BKFT1123.960 Brookfield Corners LLC (owner/applicant); seconded by Charlier.

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

5. Discussion and possible action regarding a Conditional Use Request for a Compact Form Planned Unit Development called The West End, located west of The Corners of Brookfield, along N. Barker Rd. and W. Bluemound Rd. BKFT 1123.960; 1123.961; 1123.962; 1123.963; 1123.964; 1123.965; 1123.976.001; 1123.976.004; 1123.976.005. IM Properties (applicant); Newfield Holdings LLC and Brookfield Corners LLC (owners)

Motion by Kohlmann to approve a Conditional Use Request for a Compact Form Planned Unit Development called The West End, located west of The Corners of Brookfield, along N. Barker Rd. and W. Bluemound Rd. BKFT 1123.960; 1123.961; 1123.962; 1123.963; 1123.964; 1123.965; 1123.976.001; 1123.976.004; 1123.976.005. IM Properties (applicant); Newfield Holdings LLC and Brookfield Corners LLC (owners) with the conditions that the property not exceed 24 Units/Acre and that a Conditional Use order be fully executed and recorded; seconded by Charlier.

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

6. Discussion and possible action regarding a request for Conceptual and Preliminary approval for a multi-use development known as The West End, located west of The Corners of Brookfield, along N. Barker Rd. and W. Bluemound Rd. BKFT 1123.960; 1123.961; 1123.962; 1123.963; 1123.964; 1123.965; 1123.976.001; 1123.976.004; 1123.976.005. IM Properties (applicant); Newfield Holdings LLC and Brookfield Corners LLC (owners)

Motion by Charlier to approve a request for Conceptual and Preliminary approval for a multi-use development known as The West End, located west of The Corners of Brookfield, along N. Barker Rd. and W. Bluemound Rd. BKFT 1123.960; 1123.961; 1123.962; 1123.963; 1123.964; 1123.965; 1123.976.001; 1123.976.004; 1123.976.005. IM Properties (applicant); Newfield Holdings LLC and Brookfield Corners LLC (owners); seconded by Stanelle.

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

7. Old Business: None.

8. New Business:

- a. Discover Brookfield quarterly update.

No action.

9. Departments Reports/Recommendations:

- a. Department of Public Works

1. Discussion and possible action regarding the purchase of a new truck chassis.

Motion by Kohlmann to approve the purchase of a new truck chassis not to exceed \$140,699; seconded by Charlier.

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

- b. Fire Department

1. Discussion and possible action regarding the Wisconsin Coverdell Stroke Program - 2025 Performance Improvement Awards Recognition.

No action.

- c. Municipal Court

1. Discussion and possible action regarding ACT 113 amending Wisconsin State Statute 814.65 to increase the maximum for court costs collectable in a municipal court action.

Motion by Charlier to approve the maximum for court costs collectable in a municipal court action to \$48 dollars; seconded by Stanelle.

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

- d. Sanitary District No. 4

1. Discussion and possible action regarding the Emergency Repair of the Birdseye Ln Reservoir Pipe.

Motion by Charlier to approve the proposed bid by Staab Construction for the Emergency Repair of the Birdseye Ln Reservoir Pipe not to exceed \$46,000; seconded by Stanelle.

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

10. Approval of Vouchers and Checks.

Motion by Charlier to approve vouchers and checks in the amount of \$509,720.62; seconded by Stanelle.

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

11. Communication and Announcements.

- a. Chief Schilling communicated that an Acting Duty Chief will be in the Department April 18-25.
- b. Chief Schilling communicated that the Department responded to a brush fire earlier in the day off of Gumina Rd. as a direct result of a resident burning in violation of Town Ordinance.
- c. Howells announced the Election voter participation and Town Board Supervisor results as certified at the Municipal Board of Canvass.
- d. Chairman Henderson announced we have committee/commission openings available.
- e. Kohlmann announced a resident caught an 8 lb. muskie in Brook Park.
- f. Howells and Stanelle communicated that the recent storm caused electrical outages at Town Hall and in Summit Lawn Estates.
- g. Stanelle announced he completed Board of Review training and communicated information regarding general transportation aids.

12. Adjourn.

Motion by Charlier to adjourn at 8:48 p.m.; seconded by Kohlmann.

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

ZOOM disconnected.

Respectfully submitted by,
Emily Howells, Town Clerk

| Part A: Producer Information | | |
|--|---|----------|
| 1. Business Legal Name (individual name if sole proprietor) Henry Farms Prairie Spirits LLC | | |
| 2. Business Name or DBA J. Henry & Sons | 3. Agent Name Joe Henry | |
| 4. FEIN [REDACTED] | 5. Wisconsin Seller's Permit Number [REDACTED] | |
| 6. Wisconsin Producer Permit Number [REDACTED] | 7. Producer Type <input type="checkbox"/> Brewery <input type="checkbox"/> Winery <input type="checkbox"/> Liquor Manufacturer/Rectifier | |
| 8. Contact Person's First Name John | 9. Last Name Henry | 10. M.I. |
| 11. Contact Person's Phone [REDACTED] | 12. Contact Person's Email jack@henryfarmsllc.com | |

| Part B: Production Quantity | | |
|--|---|--|
| Note: Check appropriate quantity for permit held (see instructions). If you hold more than one producer permit, check the total aggregate quantity produced for each type of permit. Enter the highest quantity produced in any of the last three calendar years. | | |
| Brewery | Manufacturer/Rectifier | Winery |
| <input type="checkbox"/> Less than 250 barrels <input type="checkbox"/> 250 - 2,499 barrels <input type="checkbox"/> 2,500 - 7,499 barrels <input type="checkbox"/> 7,500 or more barrels | <input type="checkbox"/> Less than 1,500 liters <input type="checkbox"/> 1,500 - 4,999 liters <input type="checkbox"/> 5,000 - 34,999 liters <input checked="" type="checkbox"/> 35,000 or more liters | <input type="checkbox"/> Less than 1,000 gallons <input type="checkbox"/> 1,000 - 4,999 gallons <input type="checkbox"/> 5,000 - 24,999 gallons <input type="checkbox"/> 25,000 or more gallons |
| Calendar year: | Calendar year: 2024 | Calendar year: |
| Quantity: | Quantity: 55,959.75 | Quantity: |

Complete only ONE of Part C, D or E.

| Part C: Request for Full-Service Retail Sales at the Production Premises | | |
|--|---|-------------|
| 1. Start Date | 2. Production Premises Address | |
| 3. City | 4. State | 5. Zip Code |
| 6. County | 7. Governing Municipality <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: _____ | |

| Part D: Request for Fixed Full-Service Retail Outlet | | |
|---|---|--------------------------|
| 1. Are you transferring one fixed full-service retail outlet to a new location? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete boxes 2 through 9. | | |
| 2. Current Outlet Name | | |
| 3. Current Outlet Premises Address | | |
| 4. City | 5. State | 6. Zip Code |
| 7. County | 8. Governing Municipality <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: _____ | 9. Premises Phone Number |

Continued →

Part D: Request for Fixed Full-Service Retail Outlet (Cont.)

New Fixed Retail Outlet Information (complete boxes 10 through 23)

| | | | |
|---|---|--------------|---------------------------|
| 10. Start Date | 11. New Outlet Name | | |
| 12. New Outlet Premises Address | | | |
| 13. City | 14. State | 15. Zip Code | |
| 16. County | 17. Governing Municipality <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village | | 18. Premises Phone Number |
| 19. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. | | | |
| 20. Will you operate a restaurant on the premises? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| 21. What alcohol beverages will be offered for sale? (check all that apply) <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Intoxicating Liquor (other than wine) | | | |
| 22. What alcohol beverages does the permittee produce? (check all that apply) <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Intoxicating Liquor (other than wine) | | | |
| 23. How will customers be served? (check all that apply) ... <input type="checkbox"/> Samples <input type="checkbox"/> On-premises consumption <input type="checkbox"/> Off-premises consumption | | | |

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

| | | |
|--|---|---|
| 1. Name of Event (if applicable) Whiskey & Watches | | |
| 2. Dates of Operation (attach a schedule, if necessary) 6/19/2026 | 3. Hours of Operation 6pm-10pm | |
| 4. Premises Address 20100 W Bluemound Rd | | |
| 5. City Brookfield | 6. State WI | 7. Zip Code 53045 |
| 8. County Waukesha | 9. Governing Municipality <input type="checkbox"/> City <input checked="" type="checkbox"/> Town <input type="checkbox"/> Village of: Brookfield | |
| 10. Organizer of Event (if not the named applicant) PeterHannes | 11. Email and/or Phone Number for Organizer of Event Peter@craighusar.com | |
| 12. Organizer Website craighusar.com/ | 13. Event Website | |
| 14. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. All storage and serving of alcoholic beverages will be located in 1/2 of our private 4500sqft showroom. | | |
| 15. On-Site Contact (Last Name, First Name) Logue, John | 16. On-Site Contact Phone (414) 217-2257 | 17. On-Site Contact Email john@henryfarmsllc.com |
| 18. Will you operate a restaurant on the premises? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| 19. What alcohol beverages will be offered for sale? (check all that apply) <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input checked="" type="checkbox"/> Intoxicating Liquor (other than wine) | | |
| 20. What alcohol beverages does the permittee produce? (check all that apply) <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input checked="" type="checkbox"/> Intoxicating Liquor (other than wine) | | |
| 21. How will customers be served? (check all that apply) ... <input checked="" type="checkbox"/> Samples <input checked="" type="checkbox"/> On-premises consumption <input checked="" type="checkbox"/> Off-premises consumption | | |

Part F: Attestation

Who must sign this application?

- sole proprietor
- general partner of a partnership
- corporate officer
- member of an LLC

READ CAREFULLY BEFORE SIGNING:

I understand and agree to the following:

- I will not operate this location outside of the dates and times approved by the municipality and Division of Alcohol Beverages.
- I will operate this location according to municipal ordinance and restrictions imposed as a condition of receiving this authorization.
- I will purchase alcohol beverages I do not produce from an authorized source, such as a Wisconsin-permitted wholesaler.
- I will operate this location according to Wisconsin law and administrative regulation including but not limited to: underage restrictions, closing hours, licensed operators, and record keeping requirements.

Further, under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the authorization. Further, I agree that the rights and responsibilities conferred by the authorization, if granted, will not be assigned to another individual or entity. I understand that lack of access to any portion of a premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this authorization. I understand that any authorization issued contrary to Wis. Stats. Chapter 125 shall be void under penalty of Wisconsin law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

| | | | |
|--------------------------------|---------------------------------|---------------------|-----------|
| Signature <i>John Henry</i> | | Date 03/25/2026 | |
| Last Name Henry | | First Name John | M.I. R |
| Title Manager / Member | Email jack@henryfarmsllc.com | Phone [REDACTED] | |

Part G: For Municipal Use Only (Complete if Requesting Authorization in Part D or E)

| | | |
|---|--|--|
| 1. Will the municipality limit the scope of alcohol beverages offered for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 2. Will the municipality impose any requirements or restrictions for the full-service retail outlet? <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 3. Describe municipal restrictions indicated in questions 1 or 2 above. | | |
| 4. Last Name of Municipal Official | | 5. First Name |
| 7. Signature of Municipal Official | | 6. M.I. |
| 8. Date | | |
| 9. Date Application was Filed with Clerk 3/25/2026 | | 10. Date Full-Service Retail Outlet Approved by Governing Body |

RENEWAL SERVICE AGREEMENT

DEVELOPED FOR

Tony Skof
Town of Brookfield

645 N. Janacek Rd.
Brookfield, WI, 53045

3/19/2026

PROTECTING PEOPLE, WATER, & CRITICAL PIPING INFRASTRUCTURE

For more than four decades, HydroCorp has been dedicated to advancing drinking water safety, compliance, and sustainability nationwide. Specializing in cross-connection control, backflow prevention, and detailed piping system schematics, HydroCorp integrates technology with deep industry expertise to streamline on-site activities, customer service, and data management.

OUR SERVICES



Cross-Connection
Control Programs



Backflow Preventer
Test Tracking



Water Meter
Replacement & Testing



Piping Schematics




Water Quality
Management & Sampling



Corporate Office
5700 Crooks Road, Suite 100
Troy, MI 48098

844-493-7646

 info@hydrocorpinc.com

 hydrocorpinc.com



| | |
|-------------------------------------|-----|
| SCOPE OF WORK..... | 3-4 |
| PROFESSIONAL SERVICE AGREEMENT..... | 5-9 |
| APPENDIX - QUALIFICATIONS..... | 10 |

Statement of Work

HydroCorp™ (“Company”) will provide the following services to the Town of Brookfield (“Client”). This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the Town of Brookfield with the necessary data and information to maintain compliance with the Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater Cross Connection Control Regulations. Once this project has been approved and accepted by the Town of Brookfield and HydroCorp, you may expect completion of the following elements within a 48 month period. The continued components of the project include:

1.1. Program Review and Program Start-up Meeting. Company will conduct a Program Startup Meeting, if requested, for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice, Compliance Notice, Non-Compliance Notices 1-2, and Penalty Notices
 - Testing Notices 1,2, and 3, if applicable
- Special Program Notices and Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools, educational and public awareness brochures

1.2. Inspections. Company will perform Non-Residential Interior initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater Cross Connection Control Rules.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of completed inspections.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company’s Software Data Management Program. Program Data shall remain property of Client; however, Company’s Software Data Management program shall remain the property of Company. View only and report capabilities are granted to Client. Additional Services include:

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections and backflow device installation/testing requirements, if applicable
 - i. If applicable, Qualified Wisconsin Backflow Preventer Testers will register via HydroCorp Managed Software and be verified for current credentials prior to online test forms being accepted. Credential shall be maintained in HydroCorp Software and updated by HydroCorp staff.
 - ii. All testers are required to register & process results online
 - iii. Company does not accept test forms via fax, mail, or email from testers, water customers, or client
- (c) Monitor inspection compliance using Company’s online software management program
- (d) Maintain the program to comply with all Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater regulations
- (e) Provide data management and program notices for all inspection and testing (if applicable) services throughout the term

1.5. Account Listing Information. Client shall provide the following information to Company during initial onboarding. Company will accept updates via standard account template no more often than once per month. *Any development work to enter facility listing in Company database will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.* Information to include:

- (a) Account Listing: Town of Brookfield to provide accurate account listing of active non-residential water customers with and without known backflow preventer assemblies.
- (b) Account Listing Format: Account listing to be provided in Excel format only; Required Account Information: Service Name, Service Street Address, Service City, Service State, Service Zip, Mailing Name, Mailing Street Address, Mailing City, Mailing State, Mailing Zip.
- (c) Required Device Information: Last Test Date, size, make, model, and serial number (if applicable)
 - i. All previous test data must be provided in excel format. Company will not accept paper tests for upload.

1.6. Cross Connection Control Plan and Review of Cross-Connection Control Ordinance. Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format).

1.8. Support. Company will provide ongoing support via phone, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: industrial; institutional; commercial; miscellaneous water users; and multifamily. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. Company typically allows a maximum of up to three (3) hours of inspection time per facility. An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities, and the results submitted to Client to help verify program compliance.

1.10. Inspection Terms. Company will perform a maximum of 316.00 inspections over the Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$186.84. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. Compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater. Company will assist in compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

1.12. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.13. Annual Year-End Review. Company will conduct an annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.14. Vacuum Breakers. HydroCorp will provide up to six (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.

The above services will be provided for:

| Year | Monthly Amount | Annual Amount |
|----------------|----------------|---------------|
| Year 1 | \$1,158.60 | \$13,903.21 |
| Year 2 | \$1,204.94 | \$14,459.37 |
| Year 3 | \$1,253.13 | \$15,037.65 |
| Year 4 | \$1,303.30 | \$15,639.63 |
| Contract Total | | \$59,039.86 |

Contract Amount is based upon a 48 Months term and shall renew in 12-month increments after term unless written cancellation by either party received at least 60 days prior to renewal. HydroCorp will invoice in Monthly Amounts. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 5/1/2026.

Town of Brookfield

HydroCorp



By:
Title:

By: Paul M. Patterson
Its: Senior Vice President

HYDROCORP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. Applicability. These terms and conditions (these "Terms") are the only terms which govern the provision of the professional services ("Services") by HydroCorp, LLC, a Michigan limited liability company ("Company") to the customer named on the attached statement of work, order form, proposal, or purchase order ("Client", and together with Company the "Parties" and each individually a "Party"). The attached statement of work, order form, proposal, or purchase order (the "Proposal") and these Terms (collectively, this "Agreement") comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client's acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. Performance of Services; Company Obligations. Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. Client Obligations. Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Client Contract Manager"), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client's premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company's provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company's provision of the Services.

4. Fees and Expenses. In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Intellectual Property; Ownership.

(a) Except as set forth in Section 5(c), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the "Company Representatives") to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for Client. To the extent that any of the Deliverables do not constitute a "work made for hire", Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables. As used herein: (a) "Deliverables" mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) "Intellectual Property Rights" means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client's reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, "Pre-Existing Materials" means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, "Client Materials" means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company's Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "Software") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. Confidentiality. From time to time during the Term, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as "confidential" ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential

Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care: (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, "Representatives" mean a Party's affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. Indemnification. Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client's breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, "Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10. Limited Warranty.

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely,

workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the effective date of the Proposal and shall continue thereafter (a) for the term set forth in the Proposal or (b) if the term is silent, until the Services are completed by Company, unless, in either case, earlier terminated by either Party as set forth herein (the "Term"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party: (i) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iv) is dissolved or liquidated or takes any corporate action for such purpose; (v) makes a general assignment for the benefit of creditors; or (vi) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not automatically terminate any outstanding Proposal, and the applicable

Proposal shall continue in full force and effect until (A) completion of the Services set forth in the applicable outstanding Proposal (B) termination of the applicable Proposal pursuant to additional terms set forth therein, or (C) termination of the Proposal by the non-Defaulting Party.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and

signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment: Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

24. Publicity. Unless the a Party provides the other Party with written notice to the contrary or of any reasonable restrictions or requirements, such Party acknowledges and agrees that the other Party shall have the right to use such Party's name, likeness, and logos in any digital, online, and printed publicity or marketing materials prepared by the other Party and in presentations to current or prospective clients and others.

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 110,000 Cross Connection Control Inspections *annually*.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed system and process that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.

Pending Brookfield Code Violations

Current Property Maintenance Code:

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

In addition those below, the Planner has sent 5 letters to property owners along Bluemound as an attempt to remove illegal signage (feather flags). The Building Inspector has removed illegal temporary signage from the right of way and stopped a resident from selling mulch from a trailer on his residential property.

*Since July 1, 2025 to present, **eight** property maintenance violations have been closed and **four** remain active.*

Sherrill Plymesser Rev. Trust, 21715 Doneswood Drive

Junk and work without a permit

1/3/26 Received an intial complaint about junk being stored outside as someone cleared out the house to remodel.

1/14/26 The building inspector met with the owner.

1/28/26 Permits were submitted and the junk and outdoor storage has been cleaned up.

CLOSED

Konstantinidis Rev Trust, 1130 Rolling Green Drive

Unpermitted Structures in driveway

12/1/25 The Building Inspector received a complaint about a lean to that was constructed in the driveway without permits. The inspector did a drive by and verified the structure required a permit.

12/9/25 The Building Inspector sent a letter requested the structure be removed or a permit be submitted within 7 days.

1/8/26 The Building Inspector spoke with the property owner over the holidays. Portions of the structure have been removed, but not the entire structure. He is continuing to work with the owner to have the remaining portions of the structure removed.

Edward [and Michelle] Bentfield, 385 Kossow Road

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

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

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

9/11/25 A letter has been sent to the Town Attorney for review. A site visit today revealed that two cars were now parked in the grass when there was previously one. There were still debris/refuse piled in front of the garage, along with multiple trash cans and a tractor mower.

9/16/2025 A letter was sent to property owner with 10/20/25 deadline.

10/21/2025 Michelle Bentfield called and asked for a 1-2 week extension. She has off work this week and is going to work on it. She indicated she would ask her grandson to come and mow the lawn. One of the cars had been sold but the buyer had not come to pick it up yet. She also indicated that she would be taking materials to the hazardous waste drop off in Menomonee Falls next week. I asked her to call me next week to give an update on where she was at.

11/13/2025 I have not heard from the property owners and did an inspection from the right of way. While progress has been made on some of the junk-like materials stored outdoors and maintenance on some of the overgrown bushes, there is still a lot of work to do.

11/18/2025 Called Michelle and left a voicemail asking for an update.

3/25/2026 Planner called the owner again and no answer.

3/26/26 A new letter was sent giving the owner until April 10, 2026 to comply.

4/16/26 A drive by inspection revealed the property is still in noncompliance. **Planner Leto emailed Chief to issue citations.**

The Town could consider the vehicle "junked" if the vehicles' have expired registrations for more than 60 days. The police could notify the owner and they have 20 days to remove the junked vehicle before having it removed.

Scott and Rosemarie Wegner, 21455 Greendale Dr

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

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

9/11/25 A site visit from the ROW was conducted to see if any progress had been made given that we made initial contact during the last site visit. The red vehicle was now parking on the driveway and not the grass. The weeds were reduced but I suspect that's due to time of year. A letter has been drafted and send to the Town Attorney for review.

9/16/2025 A letter was sent to property owner with a 10/11/25 deadline for the brush and overgrown vegetation removal and 11/1/25 for the junk.

10/2/25 Drove by property. The weeds have been cut but the boats remains stored on the side of the property. Difficult to see the entire property due to cars in driveway. The trailer is operational and had been moved to the driveway from the side of the house.

11/13/2025 A site visit was conducted from the right of way and from the neighboring property. There has been a lot of progress on the property; however, there is still storage on the side of the garage of canoes. A letter will be sent to the property owner asking him to contact me so I can do a site visit on the property and work through the remaining items.

4/16/26 A letter was not sent over the winter. The aforementioned letter will be sent by the end of the May requesting a site visit and/or continued property maintenance improvement.

Angela Otto, 21545 Greendale Dr

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

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

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

9/11/24 The letter was sent to the Town Attorney.

9/16/2025 A letter was sent to property owner with 10/20/25 deadline.

10/7/2025 Spoke with owner on the phone. She claimed the Town Board approved the fence and this was a non-issue. She stated she would send the documentation. It should be noted that Town Board approval was not required for a fence. I did find a letter she submitted to the Town Board in October 2023. That letter is enclosed for reference. The claim is that it is an ornamental fence. However, the letter also indicates that the purpose of the fence was to prevent the neighbor's dog from entering the property. These are conflicting statements.

10/11/2025 Received an email from the owner with an email attachment from 12/5/2023 where the Town Building Inspector confirmed that the fence is allowed and implies no further action will be taken on the matter. The Town Board received the same email. I am looking for direction on how the Town Board would like me to proceed.

10/23/2025 The Town Board gave direction to get the Town Attorney's opinion on how to move forward. I spoke with Attorney Van Kleunen who would review the materials regarding the fence and get back to me.

11/13/2025 A site visit from the neighboring property revealed the weeds in the back had been removed.

4/16/26 No updates at this time.

Last updated: 4/16/26 RL