



A PERFECT ENVIRONMENT

Residential ♦ Recreational ♦ Responsible

Chair  
Larry Krause  
Supervisors  
Pete Van Horn  
Christopher Smith  
Edward Kranick  
Ron Troy  
Clerk/Treasurer  
Mary Elsner

TOWN OF DELAFIELD BOARD OF SUPERVISORS  
NOTICE OF MEETING  
DECEMBER 11, 2018 – 6:30 P.M. – DELAFIELD TOWN HALL  
W302N1254 MAPLE AVENUE, DELAFIELD, WI

PLEASE TAKE NOTICE that on Tuesday December 11, 2018, upon motion duly made, seconded and adopted by roll call vote, the Town of Delafield Town Board will convene in closed session to consider the following:

- 1. Pursuant to authorization conferred by Section 19.85(1)(e), Wisconsin Statutes, to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session; and by Section 19.85(1)(g), Wisconsin Statutes, to confer with counsel for the governing body with respect to litigation in which it is or is likely to become involved; more particularly with regard to complaints raised concerning stormwater drainage in the vicinity of W28 N3298 Lakeside Road. Participating in the closed session will be the Town Board, Town Clerk, Town Engineer, and Town Attorney.

Following the closed session, the Town Board may convene into open session and take action on the matters discussed in closed session.

You are further notified that at the conclusion of the foregoing the Town Board will adjourn and may convene a separately noticed Town Board meeting thereafter.

*Mary T. Elsner*  
Mary T. Elsner, CMC, WCMC  
Town Clerk

Notification of this meeting has been posted in accordance with the Open Meeting Laws of the State of Wisconsin. The Town Board may take action on any item on the agenda. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the Town Board of Supervisors.

\*\*\*\*\*

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Mary Elsner, Town Clerk, at W302N1254 Maple Avenue, Delafield, WI 53018-7000. This agenda is for informational purposes only. Posted – 12/6/18





## A PERFECT ENVIRONMENT

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**TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING  
TUESDAY, DECEMBER 11, 2018 – 7:00 P.M. OR IMMEDIATELY FOLLOWING THE CLOSED  
SESSION, WHICHEVER IS LATER  
DELAFIELD TOWN HALL – W302 N1254 MAPLE AVENUE, DELAFIELD, WI**

### AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Citizen Comments – During the Public Comment period of the agenda, the Town Board welcomes comment from any member of the public, other than an elected Town Board member, on any matter not on the agenda. Please be advised that pursuant to State law, the Board cannot engage in a discussion with you but may ask questions. The Board may decide to place the issue on a future agenda for discussion and possible action. Each person wishing to address the Board will have up to five (5) minutes to speak. Speakers are asked to submit to the Town Clerk, a card providing their name, address, and topic for discussion.

The Board will also take comment from the public on agenda items as called by the Chair, but not during the Public Comment. Please note that once the Board begins its discussion of an agenda item, no further comment will be allowed from the public on that issue.

4. Approval of November 27, 2018, Town Board Minutes
5. Action on vouchers submitted for payment:
  - A. Report on budget sub-accounts and action to amend 2018 budget
  - B. 1) Accounts payable; 2) Payroll
6. Communications (*for discussion and possible action*)
  - A. None
7. Unfinished Business
  - A. Consideration and possible action on a request to reduce the letter of credit for the Woodridge Estates II subdivision (tabled 11/13/18)
8. New Business
  - A. Consideration and possible action on an Ordinance to Amend the Zoning Map, Joseph Gliniecki, W300S1350 Brandybrook Rd.
  - B. Consideration and possible action on request to encroach into the Town right-of-way, Stephan Cooper, W282N3388 Taylors Woods Rd.
  - C. Appointment to Plan Commission – Nichole Dickenson

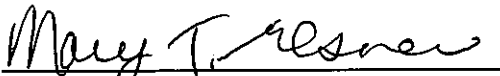


Town of Delafield Board of Supervisors Meeting Agenda

December 11, 2018

Page 2

- D. Consideration and possible action on 2019 Contract Renewals:
    - Rotroff Jeanson & Company
    - R.A. Smith National
    - Waukesha County Police Services and Transcription Services
    - Humane Animal Welfare Society
    - Police Citation Administrative Support Services – Village of Sussex
  - E. Consideration and possible action on appointments effective 1/1/2019:
    - 1. Clerk/Treasurer
    - 2. Deputy Clerk/Treasurer
    - 3. Fire Chief
  - F. Consideration and possible action on Operator's License for the period of 7/1/18 to 6/30/20:  
Mark Danielski – *St. Anthony on the Lake*
  - G. Consideration and possible action on a Temporary Class "B" license to sell fermented beverages and a Temporary "Class B" license to sell wine: *St. Anthony on the Lake* – January 26, 2019
9. Announcements and Planning items
- A. Next Park and Recreation Commission Meeting – December 13
  - B. Next Town Board Meeting – December 21 @ 8:00 a.m.
  - C. Next Plan Commission Meeting – January 15, 2019
10. Adjournment



Mary T. Elsner, CMC, WCMC  
Town Clerk/Treasurer

Notification of this meeting has been posted in accordance with the Open Meeting Laws of the State of Wisconsin. The Town Board may take action on any item on the agenda. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the Town Board of Supervisors. Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Mary Elsner, Town Clerk, at W302 N1254 Maple Avenue, Delafield, WI 53018-7000. This agenda is for informational purposes only. Posted – 12/06/2018



**TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING**  
**November 27, 2018**

**Members Present:** L. Krause, P. Van Horn, E. Kranick, C. Smith

**Members Absent:** R. Troy

**Others Present:** M. Burrill, *Highway Department*, M. Leffler, *Captain, Waukesha County Sheriff's Department*, T. Dunker, *Waukesha County Sheriff's Department*, 1 citizen

**First order of business:** Call to Order  
*Chairman Krause called the meeting to order at 7:00 p.m.*

**Second order of business:** Pledge of Allegiance

**Third order of business:** Citizen Comments  
*There were no citizen comments.*

**Fourth order of business:** Approval of November 13, 2018, Town Board Minutes  
**MOTION MADE BY MR. KRANICK, SECONDED BY MR. SMITH TO APPROVE THE MINUTES AS PRESENTED BY THE CLERK. MOTION CARRIED.**

**Fifth order of business:** Action on vouchers submitted for payment:  
A. Report on budget sub-accounts and action to amend 2018 budget

B. 1) Accounts payable; 2) Payroll  
Accounts Payable  
**MOVED TO APPROVE PAYMENT OF CHECKS #61025 – #61052 IN THE AMOUNT OF \$61,174.71**

Payroll  
**MOVED TO APPROVE PAYMENT IN THE AMOUNT OF \$27,390.48**  
**MR. SMITH/MR. KRANICK**

**MOTION CARRIED.**

**Sixth order of business:** Communications (*for discussion and possible action*)  
A. John Moore (11/12/18), Re: Quiet Zone for Railroad Crossing at KE and Glacier Road

*Chairman Krause stated that Mr. Moore will be working out the details of the subject issue with Engineer Barbeau and the matter will be brought back before the Board for review.*

**MOTION MADE BY MR. KRANICK, SECONDED BY MR. SMITH TO TAKE ITEM 7B OUT OF ORDER. MOTION CARRIED.**

**Seventh order of business:** Unfinished Business  
B. Captain Leffler, Presentation on findings of traffic study

*Captain Leffler displayed and categorized the 9243 calls that the Waukesha County Sheriff's Department responded to, per shift per year, beginning in October of 2015. She stated that community policing has gone up significantly (nearly doubled) since 10/1/15, due to Deputy Dunker's efforts. The question was raised as to how the Town of Delafield compares to other community policing. Captain Leffler will begin providing quarterly reports to the Board.*

*The results of the Speed Enforcement Evaluator in the Imperial Drive area indicated that approximately 90% of the speeders live in the area. Mr. Burrill stated that the highway department will put up the speed sign again in the attempt to regulate control.*

A. Discussion and possible action on potential purchase of highway trucks (tabled 11/13/18)

**MOTION MADE BY MR. KRANICK, SECONDED BY MR. SMITH TO REMOVE FROM THE TABLE. MOTION CARRIED.**





*Supervisor Kranick reviewed the rates of Board of Commissioners of Public Lands and Town Bank. He recommended that the Town finance a 7-year loan in the amount of \$245,000.00 at 4.4% with Town Bank. Mr. Burrill stated that a down payment is not required to purchase the trucks. The Board will re-visit the financing options in late January or early February.*

**MOTION MADE BY MR. KRANICK, SECONDED BY MR. VAN HORN TO PURCHASE THE 2020 PETERBILT CABIN CHASSIS IN THE AMOUNT OF \$99,803 AND THE BURKE ACCESSORIES IN THE AMOUNT OF \$83,519.88. MOTION CARRIED.**

**MOTION MADE BY MR. SMITH, SECONDED BY MR. KRANICK TO PURCHASE THE 2019 FORD F350, 1-TON, IN THE AMOUNT OF \$31,651 AND THE ACCESSORIES IN THE AMOUNT OF \$28,350 TO BE OUTFITTED AT BRAKE AND EQUIPMENT. MOTION CARRIED.**

**Eighth order of business:** New Business  
A. None

**Ninth Order of Business:** Announcements and Planning Items  
A. Next Plan Commission Meeting – December 4 (Quorum of Town Board Needed)  
B. Next Town Board Meeting – December 11  
C. Next Park and Recreation Commission Meeting – December 13

**Tenth Order of business:** Adjournment  
**MOTION MADE BY MR. KRANICK, SECONDED BY MR. SMITH TO ADJOURN AT 7:59 P.M. MOTION CARRIED.**

Respectfully submitted,

Mary T. Elsner, CMC, WCMC  
Town Clerk/Treasurer

Minutes approved on:



**CERTIFICATION OF WORK COMPLETED AND AUTHORIZATION  
FOR REDUCTION IN LETTER OF CREDIT**

DEC 11 2018

ITEM # 7A PAGE 1 of 2

**TOWN OF DELAFIELD**

<b>Subdivision:</b> Woodridge Estates II <b>Developer:</b> Neumann Properties <b>Subdivision Agreement Date:</b> May 27, 2015 <b>Total Letter of Credit:</b> \$844,685			<b>Date:</b> December 5, 2018 <b>Report No.:</b> 3 (revised) <b>Covering Period:</b> 11/30/15 -11/7/18 <b>Calculated By:</b> Tim Barbeau			
Description of Improvements Required	Contractor	Letter of Credit Amount ( $\$767,895 + 10\%$ )	Amount of Work Completed			
			Previous Report	During This Period	To Date	Amount to Remain
A. Site grading/storm water ponds	Super Western	\$228,448	\$205,603	\$2,077	\$207,680	\$20,768
B. Erosion Control	Super Western	\$145,470	\$130,923	\$1,322	\$132,245	\$13,225
C. Restoration	Super Western	\$52,120	\$46,908	\$474	\$47,382	\$4,738
D. Storm Sewer/Culverts	Super Western	\$54,219	\$48,797	\$493	\$49,290	\$4,929
E. Base course, asphalt binder pavement, curb and gutter	Payne & Dolan	\$214,946	\$193,451	\$1,954	\$195,405	\$19,541
F. Asphalt surface course	Payne & Dolan	\$66,124	\$0	\$60,113	\$60,113	\$6,011
F. Landscaping	MJS Landscaping	\$83,358	\$75,022	\$758	\$75,780	\$7,578
G. Shoulder restoration (added 11/18)						+\$7,315
<b>Totals</b>		\$844,685	\$700,704	\$67,191	\$767,895	\$84,105
<b>Summary</b> Original Letter of Credit ..... \$844,685 Amount Completed this Period ..... \$67,191 Amount Previously Approved ..... \$700,704 Total Completed to Date ..... \$767,895  Letter of Credit for guarantee (10% of total costs).....\$76,790 <u>Additional amount for shoulders.....\$7,315</u> Total Required Letter of Credit Amount.....\$84,105			This is to certify that authorization for a reduction in the Letter of Credit is in accordance with the approved subdivision development agreement and with the regulations and ordinances of the Town of Delafield, furthermore, that the computations are true and correct and indicate the amount which can be deducted from the Letter of Credit of the developer.  Authorized By: _____ Lawrence G. Krause, Town Chairman			
Current Letter of Credit amount \$143,981 Required Letter of Credit amount \$84,105 Allowable reduction \$59,876 R. A. Smith, Inc. recommends a reduction in the LOC by \$59,876. By: _____ Date: _____ Timothy G. Barbeau, Town Engineer						



**CERTIFICATION OF WORK COMPLETED AND AUTHORIZATION  
FOR REDUCTION IN LETTER OF CREDIT**

**TOWN OF DELAFIELD**

<b>Subdivision:</b> Woodridge Estates <b>Developer:</b> Woodridge Estates, LLC (Nuemann Properties) <b>Subdivision Agreement Date:</b> August 6, 2014 <b>Total Letter of Credit:</b> \$958,969			<b>Date:</b> December 5, 2018 <b>Report No.:</b> 5 <b>Covering Period:</b> 11/21/16 – 11/7/18 <b>Calculated By:</b> Tim Barbeau			
Description of Improvements Required	Contractor	Letter of Credit Amount ((\$871,790 + 10%)	Amount of Work Completed			
			Previous Reports	During This Period	To Date	Amount to Remain
A. Site grading/storm water pond, Erosion Control, Restoration	Super Western	\$510,862	\$459,776	\$4,644	\$464,420	\$46,442
B. Base course, asphalt binder pavement, curb and gutter	Wolf Paving	\$238,464	\$213,945	\$2,840	\$216,785	\$21,679
C. Asphalt surface course	Wolf Paving	\$64,146	\$57,731	\$584	\$58,315	\$5,831
D. Storm Sewer	Super X	\$50,971	\$46,337	\$0	\$46,337	\$4,634
E. Water Main and Hydrant	Super X	\$46,236	\$42,033	\$0	\$42,033	\$4,203
F. Landscaping	MJS Landscaping	\$48,290	\$43,461	\$439	\$43,900	\$4,390
G. Shoulder restoration (added 11/18)	MJS Landscaping					+\$7,315
<b>Totals</b>		\$958,969	\$863,283	\$8,507	\$871,790	\$94,494
<b>Summary</b> Original Letter of Credit ..... \$958,969 Amount Completed this Period ..... \$8,507 Amount Previously Approved ..... \$863,283 Total Completed to Date ..... \$871,790  Letter of Credit for guarantee ..... \$87,179 Additional Amount for shoulders ..... \$7,315 Total required letter of credit ..... \$94,494			This is to certify that authorization for a reduction in the Letter of Credit is in accordance with the approved subdivision development agreement and with the regulations and ordinances of the Town of Delafield, furthermore, that the computations are true and correct and indicate the amount which can be deducted from the Letter of Credit of the developer.  Authorized By: _____ Lawrence G. Krause, Town Chairman			
Current LOC amount \$95,686 Required LOC amount \$94,494 Allowable reduction \$1,192 R. A. Smith National, Inc. recommends a reduction in the Letter of Credit by \$1,192. By: _____ Date: _____ Timothy G. Barbeau, Town Engineer						



Plan Commission Report for December 4, 2018

DEC 11 2018

ITEM # 8A PAGE 1 of 6**Joseph Gliniecki  
Agenda Item No. 5. A.**

Applicant: Joseph Gliniecki

Project: Property Rezoning

Requested Action: Positive recommendation to the Town Board for approval of a zoning amendment from A-1 Agriculture to A-2 Rural Home District

Zoning: A-1 Agriculture (and A-1 Waukesha County Shoreland)

Location: W300 S1350 Brandybrook Road  
DELT 0856-981

Tax Key No.:

**Report**

Mr. Gliniecki is proposing to construct an addition to the north side of this current house. A substantial part of the property is in Waukesha County Shoreland zoning jurisdiction; however, the location of the house is in the Town's A-1 zoning district. Since the proposed addition is in the Town's jurisdiction, a calculation of the open space must be made using the entire property boundaries. In doing so, the building inspector has advised me that they do not meet the required 95% open space (they do not meet it presently and is considered a legal non-conforming lot). By requesting a rezoning to the A-2 Rural Home district, the open space requirement is reduced to 85%. The rezoning will allow the lot to become conforming and allow the construction of the addition.

Although the survey provided with the application indicates that the shoreland jurisdiction is east of the house, the County's jurisdiction extends to the landward side of the floodplain. In doing so, the house remains in an "island" of Town zoning, as shown on the attached aerial photo.

The County has reviewed the request and already issued a zoning permit for a small portion of the addition that encroaches into their zoning jurisdiction.

**Staff Recommendation:**

The staff promotes bringing lots into conformance with the zoning regulations. In this situation, the lot becomes conforming and the owner is allowed to construct his addition and meet the open space requirements.

Subject to comments and any new information presented at the public hearing, I recommend that the Plan Commission provide a positive recommendation to rezone the land from A-1 to A-2 for the subject property.

Tim Barbeau, Town Engineer  
November 26, 2018



LAND INFORMATION SYSTEMS DIVISION

# Waukesha County GIS Map

Legend

- Relined Parcels
- Municipal Boundary\_2K
- Waterbodies\_2K\_Labels
- Waterlines\_2K\_Labels
- FacilitySites\_2K\_Labels
- Lois\_2K
- Laid
- Outlet
- SimultaneousConveyance\_2K
- Assessor/Pit
- Condominium
- Subdivision
- Cartilage\_2K
- all other values\*
- EA-Easement\_Line
- PL-DA
- PL-Extended\_Tile\_Line
- PL-Master\_Line
- PL-Note
- PL-Tile
- PL-Tile\_Line
- Road Centerlines\_2K
- Railroad\_2K
- TaxParcel\_2K
- Waterbodies\_2K\_Labels
- Waterlines\_2K\_Labels
- Municipal Boundary\_5K
- FacilitySites\_5K\_Labels
- Waterbodies\_5K\_Labels
- Waterlines\_5K\_Labels
- Railroad\_5K
- SimultaneousConveyance\_5K
- Assessor/Pit
- CSM
- Condominium
- Subdivision
- TaxParcel\_5K
- Road Centerlines\_5K
- Municipal Boundary\_15K
- FacilitySites\_15K\_Labels
- Waterbodies\_15K\_Labels
- Waterlines\_15K\_Labels
- TaxParcel\_15K
- Railroad\_15K
- Road Centerlines\_15K
- FacilitySites\_18K\_Labels
- Waterlines\_18K\_Labels
- Waterbodies\_18K\_Labels
- Municipal Boundary\_18K
- Railroad\_18K

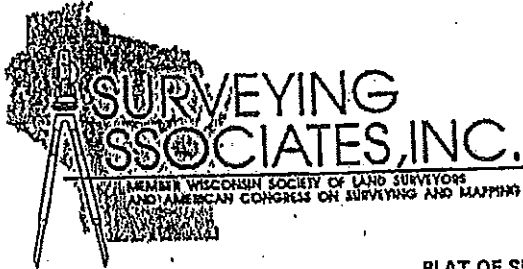
Notes



The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in its reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procuring more current, more detailed, more accurate, or other official means. Waukesha County will not be responsible for any damages, which result from third party use of the information and depictions herein, or for use which ignores this warning.

0 310.65 Feet





2554 N. 100TH STREET  
 P.O. BOX 25596  
 WAUWATOSA, WISCONSIN 53226  
 (414) 257-2212 FAX: (414) 257-2443

William J. Karpen RLS  
 Frederick W. Shiblewski RLS

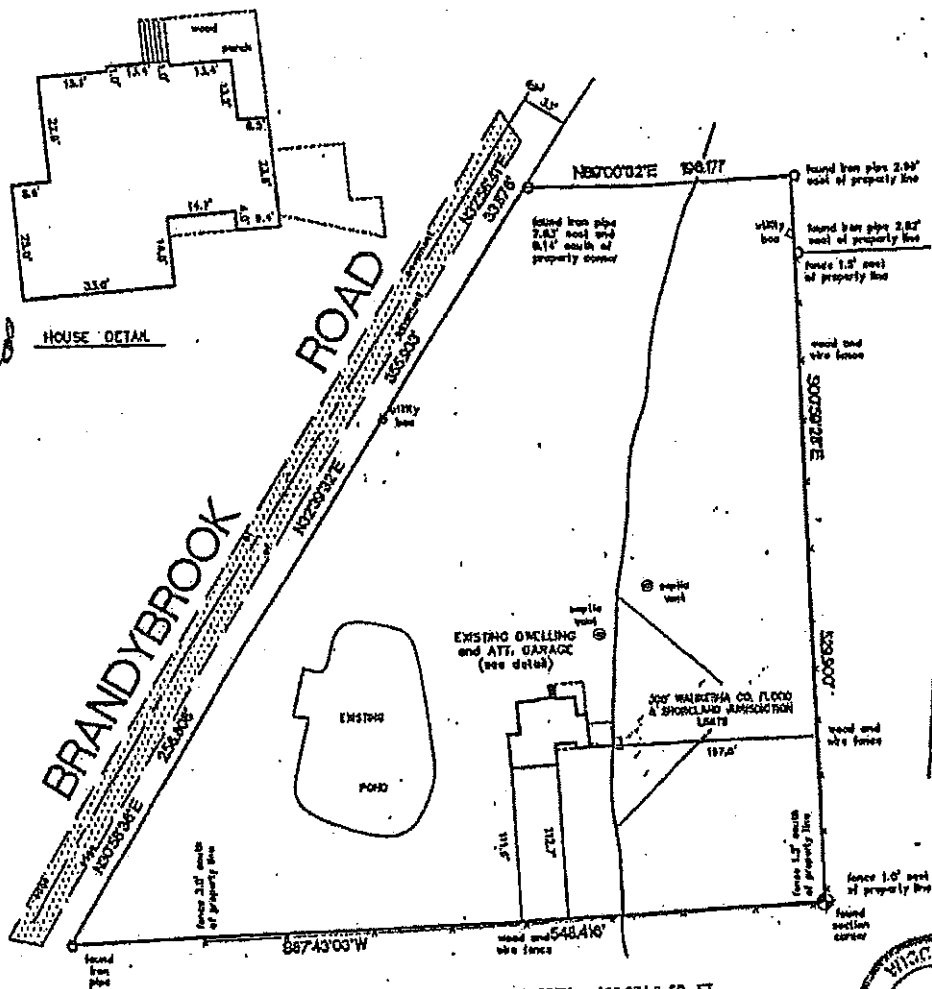
PLAT OF SURVEY

Lot 1 of Certified Survey Map No. 7325, located in part of the Southwest 1/4 of the Southwest 1/4 of Section 35, and the Southeast 1/4 of Section 34, Town 7 North, Range 18 East, Town of Dalafield, Waukesha County, Wisconsin.

Property location: W300 S1360 Brandy Brook (HWY G)

*Waukesha  
 City  
 Parks &  
 Planning  
 100 yr. flood plain*

*permits  
 from office  
 Town of Dalafield  
 Waukesha*



SCALE 1" = 100'

AREA OF PROPERTY = 199,974.9 SQ. FT.  
 4.59 ACRES

Surveyed for: NILES JACOBS and RENEE McHALE

"I hereby certify that I have surveyed the above described property and that the above map is a true representation thereof and shows the site and location of the property, its exterior boundaries, the location of all visible structures and dimensions of all principal buildings thereon, boundary fences, easement encroachments, roadways and encroachments, if any."

"This survey is made for the use of the present owners of the property, and also those who purchase, mortgage, or guarantee the title thereto within one year from date hereof."



NOTE: THIS IS NOT AN ORIGINAL SURVEY UNLESS THIS SEAL IS RED.

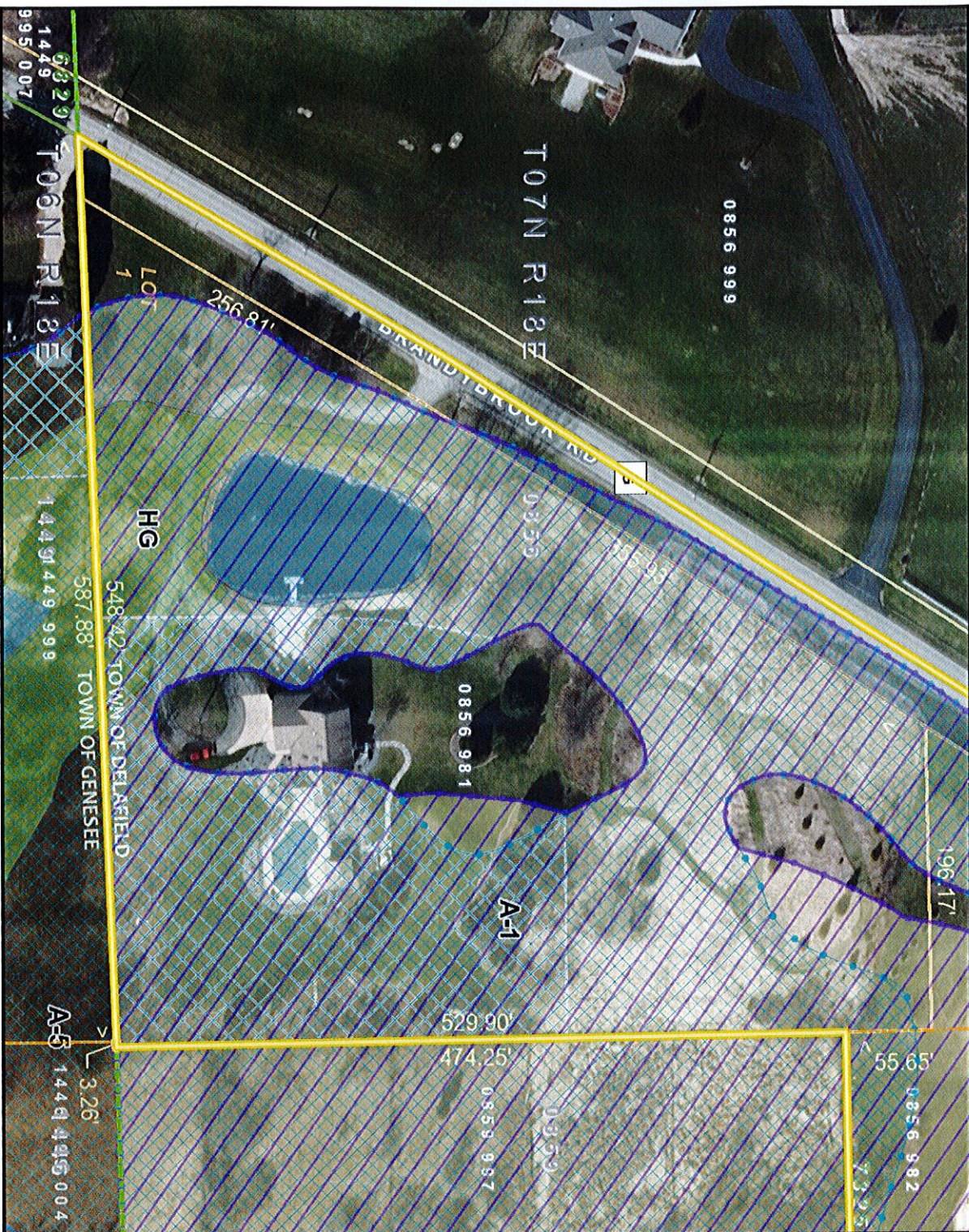
*Frederick W. Shiblewski*  
 WISCONSIN REGISTERED LAND SURVEYOR

NOV. 8, 1945	MFS FMT	DJK	25600
DATE	FIELD WORK BY	DRAWN BY	JOB NUMBER

*Town of  
 Council  
 Approval  
 Billy Fox*



# Gliniecki Property Zoning



## Legend

	Parcels
	Plats
	Retired Parcels
	Retired Plats
	Conditional Zoning Change
	Shoreland Zoning Jurisdiction
	Delaware Shoreland Overlay
	North Lake Overlay
	Wetland Overlay
	Environmental Corridor Overlay
	Zoning Floodplain Overlay
	Floodway (FEMA)
	Floodplain (FEMA)
	Dam Failure Study Floodplain
	Existing Floodplain Development
	County Zoning Districts
	A-1 Agricultural District
	A-2 Rural Home District
	A-3 Suburban Estate District
	A-4 Country Estate District
	A-5 Mini-Farm District
	A-8 Agricultural Business District
	A-7 Agricultural Land Preservation
	AD-10 Agricultural Density -
	B-1 Restricted Business District
	B-2 Local Business District
	B-3 General Business District
	B-4 Community Business District
	B-P Mixed Use Business District
	C-1 Conservancy District
	C-1 (EFD) Conservancy District
	EC Environmental Corridor
	FLC Farmland Conservancy
	FLP Farmland Preservation
	HG High Groundwater
	M-1 Limited Industrial District
	M-2 General Industrial District
	Not Zoned
	P-1 Public and Institutional District
	O-1 Quarantined District

## Notes:

Open area at house is Town

Printed: 11/26/2018



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

100.00 Feet

0



Ordinance No. \_\_\_\_\_

**An Ordinance to amend the Zoning Map  
of the Town of Delafield from A-1 to A-2 on lands located in the Southeast ¼ of Section 34, Town 7 North Range 18 East,  
Town of Delafield, Waukesha County Wisconsin  
(Gliniecki Property)**

The Town Board of Delafield, Waukesha County, Wisconsin, DOES HEREBY ORDAIN AS FOLLOWS:

**Section 1:**

The Town of Delafield Zoning Map is hereby amended to change the zoning classification from A-1 to A-2 on the following described parcel of land:

Lot 1 of Certified Survey Map No. 7325 located in part of the Southwest ¼ of the Southwest ¼ of Section 35 and the Southeast ¼ of the Southeast ¼ of Section 34, Town 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin.

**Section 2: Severability.**

The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

**Section 3: Effective Date.**

This ordinance shall take effect immediately upon passage by Waukesha County and posting or publication as provided by law.

This ordinance passed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

BY THE TOWN BOARD OF THE  
TOWN OF DELAFIELD:

\_\_\_\_\_  
Lawrence G. Krause, Town Chairman

ATTEST:

\_\_\_\_\_  
Mary T. Elsner  
Town Clerk/Treasurer



## MEMORANDUM

**DATE:** December 5, 2018  
**TO:** Town Board, Town of Delafield  
**FR:** Tim Barbeau, Town Engineer *TGB*  
**CC:** Mary Elsner, Town Clerk  
**RE:** Cooper Property Garage Encroachment into Town right-of-way

As shown on the attached survey, Mr. Cooper lives at W282 N3388 Taylors Woods Road. The house is located on Pewaukee Lake and he owns a detached garage that is located on his property north of the Taylors Woods Road pavement and for the most part, outside of the Town right-of-way. Access into the garage is via a 6 foot high garage door. He has requested a zoning permit from Waukesha County Planning Division to remove the existing roof and rafters and increase the height of the garage, which would include increasing the garage door height to eight feet to allow regular sized vehicles to be parked in the garage.

The existing garage encroaches onto the Taylors's Woods Road right-of-way that was created when the Town took over the mill tax roads by approximately 35 square feet. In order for the County to issue a zoning permit for the work, the County Shoreland Ordinance requires that all improvements within a Town right-of-way be approved by the Town Board. Also, the owner must record an agreement in writing that states that the owner will remove all new construction, additions and replacements erected after the adoption of the County Shoreland ordinance at his expense, when said right-of-way is necessary for the improvement of the road. The County planners will make sure this takes place if the Town Board approves the request.

I have consulted with Highway Superintendent Don Roberts and he has responded with his acceptance of allowing the existing garage to be improved as stated. If for some reason the garage is removed during construction, we both would not want a new garage to be built in the right-of-way.

Since the garage is existing, was construction prior to the Town designating a right-of-way on Taylors Woods Road and will not negatively impact the Town's winter plowing operation, I recommend that the Town Board approve the request to encroach into the right-of-way.

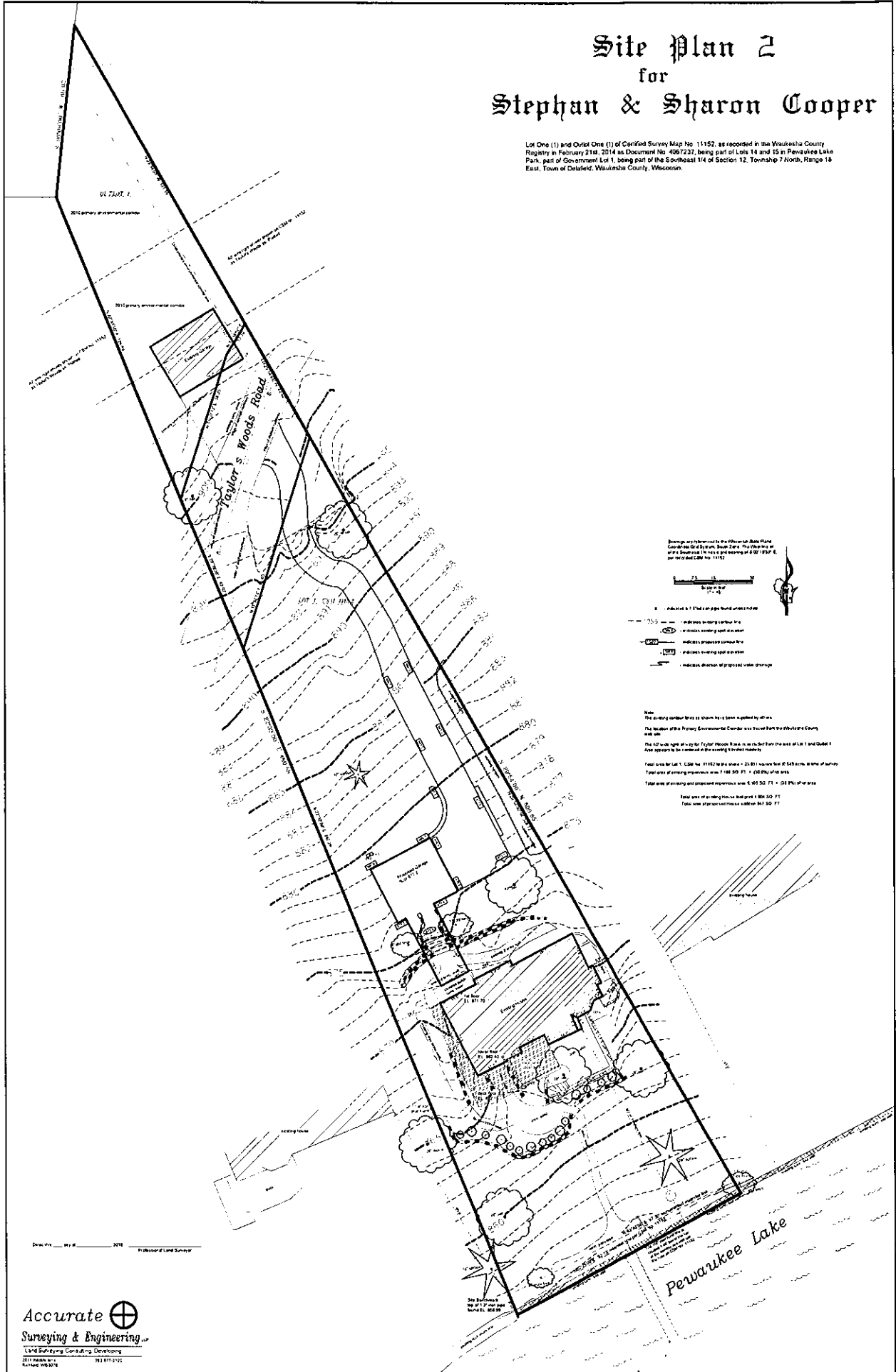
H:\1181600\Doc\M 181205 Town Board Cooper Property Garage Encroachment.docx





# Site Plan 2 for Stephan & Sharon Cooper

Lot One (1) and Quilt One (1) of Certified Survey Map No. 11152, as recorded in the Waukesha County Registry in February 21st, 2014 as Document No. 4067237, being part of Lots 14 and 15 in Pewaukee Lake Park, part of Government Lot 1, being part of the Southeast 1/4 of Section 12, Township 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin.



Drawn by: [Name] 2018 Professional Land Surveyor





ROTROFF  
JEANSON & Company, SC

DEC 11 2018

ITEM # 8D PAGE 1 of 4

OCT 30 2018

Town of Delafield

Certified Public Accountants & Consultants

October 26, 2018

Town Board  
Town of Delafield  
W302N1254 Maple Avenue  
Delafield, WI 53018

Dear Board Members,

We are pleased to confirm our understanding of the services we are to provide the Town of Delafield, Wisconsin for the year ended December 31, 2018. We will audit the financial statements of the governmental activities, each major fund, the aggregate remaining fund information, the budgetary comparison schedule for the general fund and all major special revenue funds and the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Delafield as of and for the year ended December 31, 2018.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Delafield's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

As part of our engagement, we will apply certain limited procedures to the Town of Delafield's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. If the Town of Delafield's basic financial statements do not include MD&A or other RSI we will include an explanatory paragraph in our report describing this omission.

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Delafield's financial statements, such as combining and individual fund financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements.

#### **Audit Objective**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the preceding paragraph when considered in relation to the financial statements as a whole.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Town of Delafield's financial statements. Our report will be addressed to the Town Board of the Town of Delafield.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from the engagement.

#### **Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures - Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

#### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Delafield's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### **Other Services**

We will also propose year-end adjusting journal entries and prepare the financial statements of the Town of Delafield in conformity with U.S. generally accepted accounting principles based on information provided by you. We will assist with the preparation of various regulatory reports, including year-end payroll reports and the Wisconsin Financial Report Form CT as well as providing tax roll, budgetary and accounting assistance. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for designing, implementing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. These services include the following:

- Budgetary, tax roll and accounting assistance and consulting
- Compliance reporting assistance (i.e. State of Wisconsin Financial Report CT, tax levy limit worksheet, year-end payroll tax reports....).

**Engagement Administration, Fees, and Other**

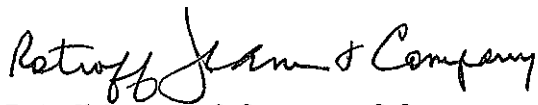
Howard Jeanson is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our fee for these services will be \$18,000. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. Unexpected circumstances would include but not be limited to: changes in accounting personnel, implementation of new auditing requirements, new financial reporting standards... If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In addition to the above auditing services we will be able to prepare Financial Report Form CT for Wisconsin Municipalities. Our fee for this service will be based on the actual time spent at our standard hourly rates. Based on our preliminary estimates, the fee should approximate \$1,800.

We appreciate the opportunity to be of service to the Town of Delafield and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us

Very truly yours,



**Retroff Jeanson & Company, S.C.**

RESPONSE:

This letter correctly sets forth the understanding of the Town of Delafield.

By: \_\_\_\_\_  
Town Chairman

Date: \_\_\_\_\_

DEC 11 2018

ITEM # 8D PAGE 1 of 14

# **AGREEMENT**

between

**Town of Delafield - Municipality**

and

**R.A. Smith, Inc. - Engineer**

for

**Municipal Engineering and Planning  
and  
Information Technology (IT) Services**

**2019**

## PROFESSIONAL ENGINEERING/PLANNING AGREEMENT

This AGREEMENT, upon execution by and between the TOWN OF DELAFIELD and R.A. SMITH, INC. hereinafter referred to as the ENGINEER/PLANNER, provides PROFESSIONAL CIVIL ENGINEERING, PLANNING, SURVEYING, AND IT SERVICES for the purpose of serving in the capacity as the TOWN ENGINEER/PLANNER as directed by the TOWN OF DELAFIELD.

The terms of this AGREEMENT shall basically cover providing services by the TOWN ENGINEER/PLANNER that are requested by the TOWN OF DELAFIELD. The intent and purpose of this AGREEMENT are to achieve a mutual understanding of the responsibilities and the form of compensation to provide these services on an ongoing basis. It is hoped by execution of this document by both parties that the relationship and services provided by the ENGINEER/PLANNER to the TOWN OF DELAFIELD are lasting, during both this present as well as future administrations.

### SECTION 1 - GENERAL

- A. On December 5, 2018, a draft professional engineering/planning agreement was forwarded to the Town for approval and on December 10, 2018, the agreement was approved by the Town Board.
- B. The ENGINEER/PLANNER shall perform and provide normal civil, municipal engineering and planning services as herein stated, as well as IT services for the Clerk.

### SECTION 2 - PRINCIPAL CONTACTS

The TOWN OF DELAFIELD and ENGINEER/PLANNER understand the following individuals are considered the contact priorities for all direction, requests, and services:

#### A. TOWN OF DELAFIELD

- 1. Primary Contact:
  - Town Board Chair
  - Town Board of Supervisors
  - Town Plan Commission Chair
  - Town Clerk
  - Highway Superintendent
  - W302 N1254 Maple Avenue
  - Delafield, WI 53018-2117
  - (262) 646-2398



B. ENGINEER/PLANNER

1. Primary Contact: Timothy G. Barbeau, P.E., R.L.S.  
Project Manager  
R.A. Smith, Inc.  
16745 West Bluemound Road  
Brookfield, WI 53005-5938  
(262) 317-3307
  
2. Other Contacts: Chris Pinkowski  
Director of IT Services  
R.A. Smith, Inc.  
16745 West Bluemound Road  
Brookfield, WI 53005-5938  
(262) 317-3343  
  
Kristen Belan, P.E.  
Project Engineer  
R.A. Smith, Inc.  
16745 West Bluemound Road  
Brookfield, WI 53005-5938  
(262) 317-3224

**SECTION 3 - DURATION OF APPOINTMENT AND ENGINEER/PLANNER'S SCOPE OF SERVICES**

- A. The term of appointment of ENGINEER/PLANNER shall be for a period beginning January 1, 2019 through December 31, 2019.
  
- B. It is expressly understood by the Town that the Engineer/Planner shall perform normal municipal engineering and services to developers in the Town as needed to assure compliance with Town Codes. Developers are defined as any person or company that brings the following (or anything similar) to the Town for action: Subdivision Plats and Plans, Certified Survey Maps, Planned Unit Developments, Conditional Uses, Zoning changes, home occupations and building grades. All plan review, project coordination, public hearings, and construction observation services associated with a specific development or proposal before the Plan Commission or Town Board shall be billed to the Town on a separate invoice. These services and compensation thereof are considered under the "reimbursable" portion of the Town budget for engineering/planning services and are assumed to be billed to developers for reimbursement.
  
- C. The ENGINEER/PLANNER shall provide the following professional services for the duration of the Agreement. By execution of this agreement, the Town Board authorizes the services under this section to be provided as stated without specific approval of each task as it is performed. These services and the associated compensation are subject to change based on the scope of services requested by the Town Board.

1. 2019 Municipal Engineering services. (Budget No. 10-56300-299)
  - a. General consulting as directed on an as-needed basis including holding regularly scheduled office hours at the Town Hall a minimum of two partial days per week.
  - b. Meet and respond to citizens', real estate agents', surveyors' and engineers' questions and provide information to them as they request unless it meets the terms of Section 3B above.
  - c. Prepare resolutions and ordinances as directed by the Town Board or Plan Commission.
  - d. Prepare an engineering report and recommendation for matters that are sent to the engineer for follow up.<sup>1</sup>
  - e. Coordinate matters and questions raised by the primary contacts as defined in Section 2.A.1. and Town Attorney.<sup>1</sup>
  - f. Attend one Town Board meeting per month.
  - g. Attend meetings associated with the NR216 requirements and provide reports as necessary at the Town Board meeting.
  - h. Update maps in the Town as needed.
  
2. 2019 Plan Commission services. (Budget No. 10-56300-218)
  - a. Prepare agenda and supplemental information packets for business meeting of the Plan Commission.
  - b. Attend one business meeting and one workshop meeting per month.
  - c. Prepare a report for the annual Town meeting.
  - d. Prepare for presentation of information at the meetings.
  - e. Review correspondence and documents forwarded to the Town by various agencies and report to the Plan Commission on them.
  
3. 2019 Road Improvement Program. (Budget No. 10-56300-216)
  - a. Prepare the necessary specifications and bid documents for the annual road-paving program. Provide services associated with bidding, including bid opening, bid review and contract execution. Provide overall project coordination with the contractor. Provide full time, on-site observation during construction up to a maximum of 80 hours.
  - b. Update the pavement management system for the Town.
  
4. 2019 Reimbursable Services. (Budget No. 10-56300-215)
  - a. Provide plan review, construction coordination, construction inspection, consultation, attendance at hearings and any other service to developers and petitioners in the Town to assure compliance with Town codes.
  
5. 2019 Building Grades. (Budget No. 10-56300-298)
  - a. Review and set an elevation on each home or building constructed in the Town.

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<sup>1</sup> Note: Since the Engineer cannot predict what matters will come before the Town Board or Plan Commission, we can only provide an estimate for some anticipated requests that were made a part of the budget proposal.

6. NR 216 Permit Compliance (Budget No. 10-56300-253)
  - a. Attend meetings and perform follow-up tasks associated with the issuance and compliance of the WDNR WPDES permit.
7. Park Development (Budget No. 10-56300-217)
  - a. Provide engineering, landscape architecture, surveying or consultation service to the Park and Recreation Committee on an as requested basis.
8. Zoning Code Revisions (Budget No. 10-56300-300)
  - a. Provide zoning code revision services as requested by the Plan Commission.
9. Zoning Code Enforcement (Budget No. 10-56300-301)
  - a. Provide Zoning Code enforcement services and complaint follow-up as requested by the Plan Commission that is not in conflict with the duties of the Zoning Administrator.
10. Town GIS Development (Budget No. 10-56300-331)
  - a. Prepare a Town GIS based map viewer application for the staff and public. Layers to include Zoning Districts, sign inventory, pavement ratings, storm water data, garbage route days and voting wards.
11. Map Modernization Project (Budget No. 10-56300-332)
  - a. Update Town Zoning maps on the Town GIS to incorporate current boundaries of the floodplain and wetlands and tie zoning directly to parcels.
12. IT Services. (Budget No. 10-51600-216)
  - a. Provide IT Services as requested by the Town Clerk on an as needed basis.

D. Specific Services Not Included in the Fee Estimate

1. Meetings outside of those stated above.
2. Work associated with the preparation of a Comprehensive Land Use Plan and major overhauls to the zoning and/or subdivision code.
3. Grant applications.
4. Surveying services, unless specified above.

**SECTION 4 - COMPENSATION**

- A. In consideration for services outlined in Section 3, the ENGINEER/PLANNER shall be compensated as follows:

1. On an hourly-rate basis in accordance with the Professional Fees Rate Schedule shown in Exhibit A. The rate for Tim Barbeau shall be \$144/hour. Kristen Belan shall be \$132/hour.
  2. All reimbursable services, as defined above, provided by the ENGINEER/PLANNER, shall to the full extent practical, be billed to the person(s) and/or entity(ies) responsible for incurring the provision of said services. The Town shall be responsible for all billing and collection services related hereto. In addition to the applicable hourly rates, all expenses, including but not limited to postage, copies, phone, photographs, mileage, etc. shall be billed.
  3. The ENGINEER has submitted a budget for services and the Town has adopted a budget for engineering services as shown in Exhibit B. The ENGINEER shall meet the budget unless requests for services exceed anticipated time allotted for services.
  4. The ENGINEER/PLANNER and the Town may negotiate separate contractual arrangements for the provision of services beyond those services identified above as described in Section 6 of this agreement.
- B. Mileage shall be invoiced at the current federal reimbursement rate in effect at the time mileage is incurred; the anticipated rate is 54.5 cents per mile for a regular automobile.
- C. The ENGINEER/PLANNER shall submit invoicing on a monthly basis, itemizing categories of personnel and hours. The invoices shall be forwarded to the Town by the end of the month following the month in which the work took place.
- D. The TOWN OF DELAFIELD shall make payment within 45 days of receipt of invoice and interest of 1 percent per month shall accrue on unpaid balances.
- E. The TOWN OF DELAFIELD shall provide R.A. SMITH, INC. with a clear, written statement within thirty (30) days of the date of invoice of any objections to the invoice or any portion or element thereof. Failure to provide such written statement shall constitute acceptance of the invoice as submitted.

## **SECTION 5 - RESPONSIBILITIES AND MUTUAL COVENANTS**

- A. Services shall be requested by the TOWN OF DELAFIELD through the following methods:
1. Execution of this agreement shall be sufficient direction by the Town Board to provide the services identified in Section 3 of this agreement. Requests beyond those identified in the Contracted Services, Reimbursable Services or Special Projects, or which in the opinion of the ENGINEER/PLANNER falls outside the scope of services identified in Section 3 shall be brought before the Town Board for specific direction and approval (for compensation).
- B. The ENGINEER/PLANNER certifies that insurance is in force and shall be maintained throughout the term of this AGREEMENT for Worker's Compensation Act and from all claims for bodily injury or property damage which may arise from the negligent performance by the ENGINEER/PLANNER and for errors and omissions. The ENGINEER/PLANNER shall provide a certificate of insurance for General Liability and Errors and Omissions to the Town of Delafield as shown on Exhibit C. The ENGINEER/PLANNER shall submit a copy of the certificate of insurance within 30 days after the policy is renewed (renewal date is July 1 of each year).

- C. Either party may terminate this AGREEMENT, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this AGREEMENT through no fault of the terminating party. However, no such termination may be effected unless the other party is given: (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.
- D. Any changes in personnel listed under the Primary Contacts by the ENGINEER/PLANNER under Section 2.B.1. in this AGREEMENT shall be subject to approval of the Town Board.
- E. If the TOWN OF DELAFIELD terminated for default, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work. If the ENGINEER/PLANNER terminates for TOWN OF DELAFIELD default, or if the TOWN OF DELAFIELD terminates for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER/PLANNER for services rendered and expenses incurred up to the termination, in addition to termination settlement costs the ENGINEER/PLANNER reasonably incurs relating to commitments which had become firm before the termination.
- F. In the event it is desired to terminate this AGREEMENT as a result of lack of performance or negligence, the TOWN OF DELAFIELD shall call an Executive Session if allowed by law of the Town Board to discuss any problems with the ENGINEER/PLANNER prior to termination.
- G. Upon termination, the TOWN OF DELAFIELD may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any work the TOWN OF DELAFIELD takes over for completion will be completed at the TOWN OF DELAFIELD's risk, and the TOWN OF DELAFIELD will hold harmless the ENGINEER/PLANNER from all claims and damages arising out of improper use of the ENGINEER/PLANNER's work.
- H. The ENGINEER/PLANNER shall maintain and make available to the TOWN OF DELAFIELD the records under this AGREEMENT for a period of at least three (3) years from date services were provided, and shall not destroy any records thereafter without prior notice to and approval of the TOWN OF DELAFIELD.
- I. All work product, whether in hard copy or computer form, pertaining to the services defined by this Agreement developed by R.A. SMITH, INC., shall become the property of the TOWN OF DELAFIELD. However, the ENGINEER/PLANNER shall have the right to retain copies of all work product and documentation provided to the TOWN OF DELAFIELD. TOWN OF DELAFIELD shall, at the ENGINEER/PLANNER's expense, provide ENGINEER/PLANNER with copies of all information requested.

R.A. SMITH, INC. reserves the right to use said documentation and information for any purpose related or non-related to said project, including marketing, promotion, and future business.

## **SECTION 6 - ADDITIONAL SERVICES**

The ENGINEER/PLANNER will perform the following additional services for the TOWN OF DELAFIELD on an hourly rate basis and pursuant to prior authorization of the TOWN BOARD. These services are outside of the scope of services outlined in Section 3.

1. Engineering, planning, and/or surveying on any special Town project including, but not limited to: feasibility studies, preliminary reports, design, preparation of plans and specifications, bidding and construction management, supervision, staking, and on-site construction observation services. Projects may include, but are not limited to: water mains, water supply, water storage, sanitary collection, treatment, discharge, drainage, storm sewers, highway, grading, parking, and/or municipal projects, or property surveys.
2. Performing construction observation services as required to assure conformance with Town standards for special Town projects.
3. Undertaking special studies; interpreting, researching, and rewriting ordinances, policies, and/or standards for the TOWN OF DELAFIELD.
4. Assisting in the planning, implementation, and undertaking of engineering design, plans and specifications, and construction services associated with formation of a Tax Incremental Financial district.
5. Representing the TOWN OF DELAFIELD at any seminars, meetings, hearings, court appearances, or any other functions that attendance by the ENGINEER/PLANNER is directed by the TOWN OF DELAFIELD.
6. Reviewing property, right-of-way, and government monument surveys.
7. Reviewing wetland, flood plain (hydrologic and hydraulic), and environmental corridor studies and reports.
8. Reviewing Environmental Site Assessments.
9. Reviewing feasibility or cost evaluation reports, design, studies, etc.
10. Reviewing solid waste or landfill studies.
11. Preparing and/or reviewing State and/or Federal grant, aid, assistance, or funding applications for Town projects.
12. Assisting in selection and/or supervision of any subconsultant services including, but not limited to:
  - a. Soil testing.
  - b. Architectural; electrical; and/or heating, ventilating, and air-conditioning services.
  - c. Structural services associated with buildings, or other specialized structural services not within the scope of work provided by the ENGINEER/PLANNER.
  - d. Appraisals.
  - e. Ground water studies and/or testing.
  - f. Specialized legal services.
13. Preparing newsletters associated with engineering projects or conducting informational meetings and/or public hearings.
14. Reviewing legal testimony.

**SECTION 7 - SUCCESSORS AND ASSIGNS**

The TOWN OF DELAFIELD and ENGINEER/PLANNER each binds themselves and their partners, successors, executors, administrators and assigns to the other party of this AGREEMENT and to the partners, successors, executors, administrators, and assigns of such other party, in respect of all covenants of this AGREEMENT; except as above, neither TOWN OF DELAFIELD nor ENGINEER/PLANNER shall assign, sublet, or transfer his interest in this AGREEMENT without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the TOWN OF DELAFIELD and ENGINEER/PLANNER.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on their behalf respectively by their proper officers or officials thereunto duly authorized by their respective governing bodies.

The Town Board of the Town of Delafield on December 10, 2018, did approve the services provided for under this AGREEMENT and accordingly authorized execution as follows:

**ENGINEER/PLANNER**

**MUNICIPALITY**

**R.A. SMITH, INC.**

**TOWN OF DELAFIELD**

\_\_\_\_\_  
Richard A. Smith, M.S., P.E.  
CEO

\_\_\_\_\_  
Lawrence G. Krause  
Town Chairman

**WITNESS:**

**WITNESS:**

\_\_\_\_\_  
Timothy G. Barbeau, P.E., P.L.S.  
Senior Project Manager

\_\_\_\_\_  
Mary T. Elsner, CMC, WCMC, Town Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**

**Professional Fees Rate Schedule**



**TOWN OF DELAFIELD  
PROFESSIONAL FEES RATE SCHEDULE  
2019**

**ENGINEERING SERVICES**

**PER HOUR**

Senior Project Manager .....	\$162
Project Manager (Tim Barbeau @\$144/hour) .....	\$148
Senior Project Engineer .....	\$148
Project Engineer (Kristen Belen @\$132/hour) .....	\$141
Civil Engineer .....	\$ 99 - \$122
Engineering Technician .....	\$ 72 - \$126
Landscape Architect .....	\$136 - \$157
Landscape Technician .....	\$112
Irrigation Designer .....	\$145
Ecologist.....	\$113 - \$136

**SURVEYING SERVICES**

Survey Director .....	\$154
Project Manager .....	\$133
2-Member Field Crew GPS/Robotics.....	\$198
Field Person GPS/Robotics .....	\$136
Project Surveyor .....	\$113
Survey Technician.....	\$ 82 - \$110

**CONSTRUCTION SERVICES**

Construction Services Manager.....	\$160
Construction Technician.....	\$ 85 - \$112

**GIS & VISUALIZATION SERVICES**

GIS Project Manager .....	\$133 - \$151
GIS Technician.....	\$ 82 - \$117

**IT & ADMINISTRATIVE SERVICES**

Computer Services .....	\$173
Grants Specialist.....	\$117
Project Technician.....	\$ 81
Litigation/Expert Witness.....	\$262 - \$284

## **EXHIBIT B**

### **Estimated Allocation of Time**

<b>ENGINEERING/PLANNING SERVICES</b>			
<b>Budget No.</b>	<b>Description</b>	<b>Budget</b>	<b>Estimated Allocation of Time</b>
10-56300-215	Reimbursable Services	\$23,000	As needed
10-56300-216	Road Improvement Program	\$30,000	230 hours
10-56300-217	Park Development	\$3,000	As needed
10-56300-218	Plan Commission	\$14,300	9 hours/month
10-56300-298	Building Grades	\$1,200	As needed
10-56300-299	Municipal Engineering Services	\$68,000	40 hours/month
10-56300-253	NR 216 Permit Compliance	\$9,000	As needed
10-56300-300	Zoning Code Revisions	\$2,000	As needed
10-56300-301	Zoning Code Enforcement	\$1,500	As needed
10-56300-331	Town GIS Development	\$2,500	25 hours
10-56300-332	Map Modernization	\$2,000	20 hours
10-56300-330	Mileage Reimbursement	\$2,500	

<b>IT SERVICES</b>			
<b>Budget No.</b>	<b>Description</b>	<b>Budget</b>	<b>Estimated Allocation of Time</b>
10-51600-216	IT Services	\$5,000	As needed

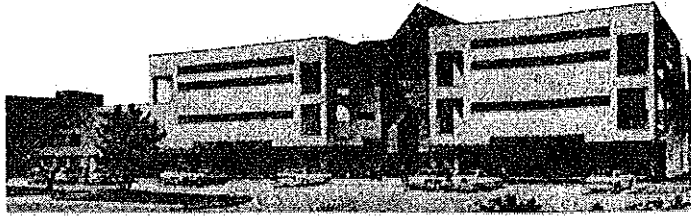
**EXHIBIT C**

**Certificate of Insurance  
General Liability and Professional Liability  
(Errors and Omissions)**

**(currently on file – will update when policy is renewed in July, 2019)**



**OFFICE OF THE SHERIFF**



515 W. Moreland Blvd.  
Box 1488  
Waukesha, WI 53187

Waukesha County Jail  
Box 0217  
Waukesha, WI 53187

Waukesha County Huber  
1400 Northview Road  
Waukesha, WI 53188

**ERIC SEVERSON, Sheriff**

11/11/2018

DEC 11 2018

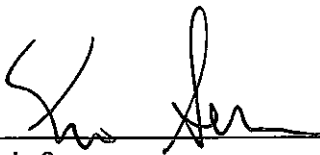
ITEM #8D PAGE 1 of 8

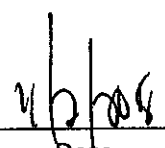
**2019 FEES FOR THE POLICE SERVICES BETWEEN  
THE WAUKESHA COUNTY SHERIFF'S DEPARTMENT ("COUNTY")  
AND THE TOWN OF DELAFIELD ("MUNICIPALITY")**

FEE FOR 2019

\$57,686 to be paid in monthly installments of \$4,807.17 for police services provided to the Town of Delafield for one shift, two days a week. This is the third renewal of the four renewals permitted with the 2016 contract.

Town of Delafield	
Contract Summary	Total
Table 1: Deputy Salary and Benefit Cost:	\$38,003
Table 2: Direct Supervision Costs:	\$4,505
Table 3: Departmental Administrative Costs	\$1,133
Table 4: Operational Costs:	\$3,139
Table 5: One time Equip-Annual Costs	\$168
Table 6: Risk Management Costs	\$1,029
Table 7: Vehicle Costs:	\$7,745
Table 8: Facilities usage charge:	\$206
Table 9: County-wide Indirect Costs:	\$1,758
<b>Total 2019 Contract Amount</b>	<b>\$57,686</b>
2019 Monthly Charge	\$4,807.17

  
 Eric Severson  
 Sheriff

  
 Date

\_\_\_\_\_ Date

*An Accredited Law Enforcement Agency*

Administration: 262-548-7126 Records: 262-548-7156 Process: 262-548-7151 Jail: 262-548-7170 Huber: 262-548-7181 Fax: 262-548-7887



**Table 1 - Deputy Direct Salary Costs**

	<b>2019 Budget</b>
Salary	\$8,072,930
Education Incentive	\$69,331
Retirement	\$851,694
Health Insurance	\$1,417,325
Dental Insurance	\$97,127
Life Insurance	\$25,996
Vision Insurance	\$8,521
Uniform Allowance	\$81,850
Post Employment Health Insurance	\$48,400
Workers Compensation	\$205,266
<b>Total Cost for Deputy Sheriffs</b>	<b>\$11,496,014</b>
Number of Deputy Sheriff Positions	121
Average Cost Per Deputy	\$95,008
Average Hourly Charge (1,744 hours)	\$54
Cost for 5 day a week coverage	\$113,313

<b>Municipality</b>	<b># Shifts</b>	<b>Coverage</b>	<b>Cost</b>
Town of Deafield	1	0.40	\$38,003





**Table 2 - Direct Supervision**  
Lieutenant Allocation

	# of Lieut.	Ave. Cost Per Lieut.	Total Cost	% Alloc to Patrol	\$ Alloc to Patrol	% Alloc to Contracts	\$ Alloc to Contracts
Lieutenant	6	\$126,811	\$760,867	0.8	\$608,694	27.0%	\$164,406
Sussex Captain	2	\$131,629	\$263,259	1	\$263,259		\$0
Deputy	0	\$0	\$0	0	\$0		\$0
City of Pewaukee	2	\$126,811	\$253,622	1	\$253,622		\$0

**Lieutenant Allocation**

	Adj Deputies		Total		Adj Alloc	% of Contracts	Lieut Allocation	Dedicated Supervision	Lieutenant Total
	Sft 1	Sft 2	Sft 3	Total					
Village of Sussex	1.71	1.35	3.35	6.40	0.07	27%	\$44,468	\$238,848	\$283,316
Town of Delafield	0.00	0.40	0.00	0.40	0.00	2%	\$2,778	\$0	\$2,778
Village of Merton	0.00	1.15	0.00	1.15	0.01	5%	\$7,987	\$8,137	\$16,124
Town of Merton	0.00	1.19	0.00	1.19	0.01	5%	\$8,282	\$0	\$8,282
Town of Lisbon	1.56	1.67	1.67	4.90	0.06	21%	\$34,052	\$16,274	\$50,325
Town of Waukesha	0.00	1.19	0.00	1.19	0.01	5%	\$8,282	\$0	\$8,282
City of Pewaukee	2.50	2.58	3.35	8.43	0.10	36%	\$58,558	\$253,622	\$312,180
				23.68	0.27	100%	\$164,406	\$516,881	\$681,286

Adj Contract Deputies	5.76	9.54	8.37	23.68	27.01%				
Non Contract Dep	23.76	21.59	18.63	63.98	72.99%				

\* The V. of Sussex, V. of Merton, T. of Lisbon and C. of Pewaukee deputy counts are adjusted downward to account for supervision that the municipality is purchasing.

**Captain Allocation**

Deputies	# of Deputies	% Alloc	Lieutenants	% Alloc	Total	% Alloc	\$ Alloc
Town of Delafield	0.40	0.00	0.03	0%	0.43	0.4%	\$1,728
Village of Merton	1.19	0.01	0.08	1%	1.27	1.2%	\$5,140
Town of Merton	1.19	0.01	0.08	1%	1.27	1.2%	\$5,152
Town of Lisbon	5.02	0.05	0.34	4%	5.36	5.0%	\$21,664
Town of Waukesha	1.19	0.01	0.08	1%	1.27	1.2%	\$5,152
City of Pewaukee	15.97	0.16	2.58	29%	18.55	17.2%	\$74,994
Non-Contract	63.98	0.65	4.38	49%	68.36	63%	\$276,372
	99.00	1.00	9.00	0%	108.00	0%	\$436,632

Deputies/P. Detective	99.00
Lieutenants	9.00
Captains	5.00

Captain	4	\$136,447	\$545,790	80%	\$436,632
Town of Delafield Supervision Costs			\$4,505		



**Table 3 - Department Level Supervision/Administration**

Position	2019 Bud. Amt	% Alloc to patrol	\$ Alloc. to patrol	\$ Alloc. per position	% Alloc to Contract	\$ Per 0.40 Cont. Pos
Inspector	\$164,373	25%	\$41,093	\$419	30%	\$50
Deputy Inspector	\$148,951	60%	\$89,371	\$911	30%	\$109
Business Manager	\$145,548	50%	\$72,774	\$742	100%	\$297
Detective (Training Officer)	\$107,123	50%	\$53,562	\$546	100%	\$218
Office Service Coordinator	\$68,016	50%	\$34,008	\$347	25%	\$35
Account Clerk II	\$73,069	35%	\$25,574	\$261	100%	\$104
Account Clerk I	\$65,409	35%	\$22,893	\$233	100%	\$93
Programs and Projects Analyst	\$88,833	50%	\$44,416	\$453	35%	\$63
Financial Analyst	\$79,999	50%	\$39,999	\$408	100%	\$163
Total Department Level Supervision	\$941,321		\$423,691	\$4,317		\$1,133

**Town of Delafield Supervision Costs**

# Shifts	Coverage	Cost
1	0.40	\$1,133

**Table 4 - Operational Costs**

Operating Costs	# Pers	\$ per 1.00 Pos.	\$ per 1.67 Pos.	\$ per 1.19 Pos.
Ammunition	112.14	\$786	\$1,315	\$937
Medical Supplies	112.14	\$68	\$115	\$82
Small Tools/Equip	112.14	\$346	\$579	\$413
Microfiling	112.14	\$44	\$74	\$53
Silliman Maintenance	112.14	\$480	\$803	\$572
TYME System Access	112.14	\$13,800	\$206	\$147
Phone Costs	112.14	\$39,857	\$355	\$424
Radio Charges	112.14	\$204,046	\$1,820	\$3,047
Operational Comp Costs	112.14	\$354,495	\$3,161	\$5,293
Annual Training	112.14	\$74,501	\$664	\$1,112
Total Operational Costs			\$7,848	\$13,140

**Town of Delafield Operating Costs  
One Time Operational Costs**

# Shifts	Coverage	Cost
1	0.40	\$3,139

**Table 5 - Initial Equipment Purchases - Annual Cost**

2019 Bud Amt	Assumed Life	Annual Chrg	Charge for 1.67 FTE	Charge for 1.19 FTE
Weapon (Hand Gun)	8	\$56	\$94	\$67
Badges	10	\$21	\$35	\$25
Body Armor	5	\$100	\$167	\$119
Pre-employment psych eval	20	\$15	\$25	\$18
Collapsible Baton w/ holder	8	\$14	\$24	\$17
Taser	7	\$207	\$346	\$247
Hand Cuffs	8	\$6	\$10	\$7
Total Equipment Purchases		\$420	\$701	\$500

**Town of Delafield Equipment Purchases**

# Shifts	Coverage	Cost
1	0.40	\$168



**Table 6 - Risk Management Costs**

	1.00 FTE
Property Insurance	\$215
General Liability	\$601
Auto Liability per FTE	\$300
Auto Liability per Car	\$1,036
Self Insured Collision	\$420

**Table 7 - Vehicle Costs**

	# Shifts	Coverage	Cost
<b>Town of Delafield Risk Management Costs</b>	<b>1</b>	<b>0.40</b>	<b>\$1,029</b>
<b>Vehicle Fixed Costs</b>			
Vehicle Purchase*	2019 Budget	Assumed Useful Life	5-Yr Useful Life Annual Cost
Residual Value	\$35,590	5	\$7,118
Sirens/Lights/etc.	-\$3,000	5	-\$600
Install Lights/Siren	\$3,884	5	\$777
Poly Seat	\$525	5	\$105
Push Bumper	\$720	10	\$72
MDC Repl Charge**	\$215	10	\$22
AED Replacement	\$4,129	5	\$826
Trunk Kit	\$1,500	8	\$188
Radar	\$819	5	\$164
Rifle	\$1,800	8	\$225
Benelli Shotgun	\$900	25	\$36
Total	\$683	10	\$68
			\$9,000

<b>Town of Delafield Fixed Costs</b>	<b>Useful Life</b>	<b>Fixed Costs</b>
Town of Delafield Contract Car	5	\$3,600
<b>Vehicle Variable Costs</b>		
1.19 Shift	85 Per Day	104 Days per Year
Miles:	8,840	
Total Miles	8,840	
Price/Gallon	\$3.03	
MPG	13	
Gasoline	\$2,126	
Repair/Maintenance	\$2,019	

	# Shifts	Coverage	Mileage	Gasoline	Repair	Total
<b>Town of Delafield Variable Costs</b>	<b>1</b>	<b>0.40</b>	<b>85</b>	<b>\$2,126</b>	<b>\$2,019</b>	<b>\$4,145</b>
Town of Delafield Contract Car						
Town of Delafield Vehicle Costs						\$7,745



Table 8 - Department Level Facilities Charges

	Space Alloc	% of Adm Building	\$ Alloc to Pos	% Effort for Patrol	# of Pos	\$ Alloc for Patrol	\$ per Deputy	Per 1.19
Sheriff	250	1.22%	\$2,499	40%	1.00	\$1,000	\$10	\$12
Inspector	160	0.78%	\$1,600	25%	1.00	\$400	\$4	\$5
Deputy/Inspector	150	0.73%	\$1,500	60%	1.00	\$900	\$9	\$11
Captain	150	0.73%	\$1,500	90%	4.00	\$5,399	\$55	\$66
Lieutenant	145	0.71%	\$1,450	90%	9.00	\$11,742	\$120	\$143
Business Manager	150	0.73%	\$1,500	50%	1.00	\$750	\$8	\$9
Financial Analyst	150	0.73%	\$1,500	50%	1.00	\$750	\$8	\$9
Deputy II (Training Officer)	130	0.64%	\$1,300	50%	1.00	\$650	\$7	\$8
Office Service Coordinator	130	0.64%	\$1,300	35%	1.00	\$455	\$5	\$6
Account Clerk II	100	0.49%	\$1,000	35%	1.00	\$350	\$4	\$4
Account Clerk I	100	0.49%	\$1,000	35%	1.00	\$350	\$4	\$4
Programs and Projects Analyst	100	0.49%	\$1,000	50%	1.00	\$500	\$5	\$6
Property Storage Room	2,272	11.12%	\$22,714	60%	2.00	\$27,257	\$278	\$331
Square feet of sheriff admin	20,436	100.00%	\$39,859			\$50,501	\$515	\$614

Town of Delafield Facility Charge \$206

Table 9 - County Wide Indirect Costs

3.5% of total Contract

Total for Town of Delafield

\$1,758

Table 11 - Summary

Contract Summary	Town of Delafield	Total
Table 1: Deputy Salary and Benefit Cost:		\$38,003
Table 2: Direct Supervision Costs:		\$4,505
Table 3: Departmental Administrative Costs		\$1,133
Table 4: Operational Costs:		\$3,139
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Table 7: Vehicle Costs:		\$7,745
Table 8: Facilities usage charge:		\$206
Table 9: County-wide Indirect Costs:		\$1,758
<b>Total 2019 Contract Amount</b>		<b>\$57,686</b>
2019 Monthly Charge		\$4,807.17





## **TRANSCRIPTION SERVICE CONTRACT**

Waukesha County Sheriff's Department and Town of Delafield

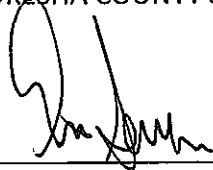
This Contract is made and entered into between the Waukesha County Sheriff's Department, hereinafter referred to as "PROVIDER," and the Town of Delafield, hereinafter referred to as "PURCHASER."

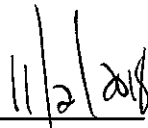
In consideration of the mutual promises set forth in this Contract, the PROVIDER and PURCHASER agrees as follows:

1. The PROVIDER shall transcribe all police reports, which PURCHASER's law enforcement employees call in to and dictate on PROVIDER's transcription system.
2. For the services provided as described in the preceding paragraph, PURCHASER shall pay PROVIDER a fee of \$6.55 per face sheet and \$9.81 per narrative page or portion thereof. PROVIDER shall submit quarterly billing statements to PURCHASER which will be accompanied by an itemized list of the transcription services provided. PURCHASER shall remit payment within 30 days of its receipt of a billing statement.
3. PURCHASER and PROVIDER understand and agree that the fee rates set forth in paragraph 2 are based upon 2019 budgeted expenditures.
4. This Contract constitutes and contains the entire agreement of the parties, and supersedes any and all other contracts, agreements or understandings between the parties, whether oral or written.
5. Any violation by PURCHASER of any portion of this contract shall constitute a breach of this Contract by PURCHASER. In the event of such breach, PROVIDER shall have the option of declaring this Contract terminated. If this Contract is declared terminated by PROVIDER, PURCHASER shall pay PROVIDER such transcription fees as have been incurred as of the date of termination.
6. Any violation by PROVIDER of any portion of this contract shall constitute a breach of this Contract by PROVIDER. In the event of such breach, PURCHASER shall have the option of declaring this Contract terminated. If this Contract is declared terminated by PURCHASER pursuant to this paragraph, PURCHASER shall only be liable for fees for transcription services rendered prior to Provider's receipt of written termination notice.

7. It is the intent of and is understood by the parties that the relationship of PROVIDER and PURCHASER is that of an independent contractor. The PROVIDER is not the employee or agent of the PURCHASER, and the PURCHASER is not the employee or agent of the PROVIDER. Each party will therefore be responsible for its own acts or omissions and neither party will be obligated to defend or indemnify the other for any claim, loss or liability that results from the other's acts or omissions.
8. The term of this Contract shall be from January 1, 2019 through December 31, 2019, regardless of the dates of the signatures set forth below.
9. Records: The transcribed records shall be records of Waukesha County and the Sheriff's Department shall manage them accordingly.

WAUKESHA COUNTY SHERIFF DEPARTMENT

BY:  \_\_\_\_\_  
Eric Severson  
Waukesha County Sheriff

 \_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Date

## SERVICE AGREEMENT

This Agreement is entered in to this 1st day of January, 2019 (hereinafter "Effective Date") by and between the **Town of Delafield**, existing under the laws of the State of Wisconsin, with its principal offices located at **W302 N1254 Maple Avenue, Delafield, WI 53018**, (hereinafter "Municipality"), and the Humane Animal Welfare Society of Waukesha County, Inc, a Wisconsin corporation, with principal offices located at 701 Northview Road, Waukesha, Wisconsin (hereinafter "HAWS").

WHEREAS, the Municipality is seeking services related to the care, management, sterilization, and placement of stray, abandoned, neglected, abused or injured animals, hereinafter referred to as "Services",

WHEREAS, HAWS is an organization offering such Services and willing to provide such Services to the Municipality;

NOW THEREFORE BE IT RESOLVED, the following document sets forth the terms and conditions for the provision of such Services and related consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

## 1. SERVICES

ANIMAL DROP OFF SERVICES: HAWS agrees to accept animals as they are delivered to HAWS by the officials of the Municipality and/or citizens, during normal operating hours. Municipal law enforcement personnel may have access to the stray drop off area 24 hours per day.

HAWS ANIMAL TRANSPORTATION: HAWS agrees to pick up stray, abandoned or injured domestic animals and sick or injured wildlife (which pose a health hazard to the public) and transport said animals. Animal transportation shall be provided 24 hours a day, seven days a week including holidays.

HUMANE CARE: All animals, received by HAWS from the Municipality, shall be provided with shelter, food, water and necessary health care services, in accordance with state laws.

SPECIAL ANIMALS SERVICES: HAWS will maintain a quarantine facility for any animal delivered to HAWS for having bitten a person. Quarantine will be for a period of ten days in accordance with state law. In cases of animal abuse or neglect, HAWS shall provide Humane Care to the animal for a period of seven days. The Municipality may request HAWS to continue to board an animal beyond these standard periods. Requests should be made in writing with a time period jointly agreed upon.

RECLAIM: In the event an owner reclaims a lost animal, HAWS will collect and receive any and all fees associated with boarding, pick up and transportation charges from the owner. These fees shall be the property of HAWS. HAWS will collect and

transfer municipal fines as requested. At such time, HAWS shall require the citizen to provide proof of animal licensure and proof of vaccination(s) as required under state law. No animals shall be released from HAWS without this proof.

DISPOSITION: Domestic animals may be placed up for adoption after evaluation. HAWS shall have sole right to determine an animal's suitability for placement. To control the population of animals in the Municipality, and to provide for the health of the animals, animals will be sterilized, microchipped, and vaccinated. Any animal HAWS determines is unsuitable for adoption shall be humanly euthanized.

EMERGENCY RESCUE: HAWS shall provide Emergency Rescue services to animals in the Municipality. In an emergency, HAWS shall remove the animal from the situation and provide immediate medical care to relieve pain and sustain the animal's life. Animals requiring veterinary services will be transported to an emergency veterinary facility when possible. Following rescue, HAWS shall also provide rehabilitative services for said animal, where possible. HAWS will employ staff trained in emergency animal capture procedures and provide equipment for such services.

EUTHANASIA SERVICES: HAWS shall provide humane animal euthanasia and cremation services for citizens of the Municipality, upon request of such citizen. Any fees associated with this process shall be paid by the Citizen.

FACILITY ACCESS: HAWS shall maintain a clean and accessible facility for citizens to avail themselves of the Services described herein. Such facility shall be open to the public on a regular posted schedule, which may be revised by HAWS, as needed.

RECORDS: HAWS shall maintain records of all Services described herein, which shall be made available to the Municipality upon written request.

STATE LAWS: HAWS shall comply with all state and federal laws concerning its operations, services and facilities.

## 2. FEES

**HAWS agrees to service the Town of Delafield for an annual fee of \$2346.00 per year. No additional fees will be charged to the municipality for services.**

- 2.1 Fees shall be paid by the Municipality to HAWS on an annual basis. The Municipality shall remit such fees to HAWS within 45 days of the Effective Date of this Agreement or from the date of invoice, or in accordance with prior arrangements made with HAWS.

## 3. TERM AND TERMINATION

- 3.1 This Agreement shall be in full force and effective until December 31, 2019 and shall automatically renew for one-year terms thereafter,

(hereinafter "Renewal Date"), unless the Municipality chooses the 3-year Service Option as specified below.

3.2 This Agreement may be terminated by either party upon providing 60 days written notice to the other party prior to Renewal Date.

3.3 This Agreement may be immediately terminated by either party should the other party become insolvent, files a petition for bankruptcy, makes an assignment for the benefit of creditors, or someone files a petition of involuntary bankruptcy on behalf of the party.

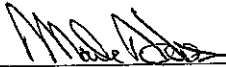
*Please specify your desired contract term and initial.*

\_\_\_\_ (initial) **Town of Delafield chooses the 1 year agreement term.**

\_\_\_\_ (initial) **Town of Delafield chooses the 3 year Service Option. Our service fees will remain the same for each year, with billing for the Agreement year 2019, 2020, and 2021 to occur in the month of December prior to those years.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

*Humane Animal Welfare Society  
Of Waukesha County, Inc.*



By: Mark Hess, Operations Manager

*Town of Delafield  
Delafield, WI*

\_\_\_\_\_  
By: Municipal Official



POLICE CITATION ADMINISTRATIVE SUPPORT SERVICES CONTRACT  
VILLAGE OF SUSSEX AND TOWN OF DELAFIELD – 2019-2021

DEC 11 2018  
ITEM # 8D PAGE 1 of 3

This Contract is made and entered into between the Village of Sussex, hereinafter referred to as "Provider," and the Town of Delafield, hereinafter referred to as "Purchaser."

In consideration of the mutual promises set forth in this Contract, the Provider and Purchaser agree as follows:

1. The provider shall enter citations into the TRACS program, which purchaser's law enforcement employees issue and make available in agreed upon form to provider.
2. For the services provided as described in the preceding paragraph, purchaser shall pay provider a fee of \$30.50 per hour of service provided. Provider shall submit monthly billing statements to Purchaser, which will be accompanied by an itemized list of the citation administrative support services provided. Purchaser shall remit payment within 30 days of receipt of a billing statement.
3. Purchaser and Provider understand and agree that the fee rates set forth in paragraph 2 are for 2019 services, with a 1% per year increase for 2020 and 2021.
4. Provider is willing to supply the above mentioned services with the understanding that the TRACS software remains at the Provider's location at no additional cost to the Provider. If the technology availability and or cost changes the Provider may terminate this contract immediately. If the contract is terminated under this provision Purchaser shall pay Provider for all services provided under this contract up to and including the date the contract termination is effective.
5. Provider is willing to provide the above mentioned services with the understanding the Purchaser will have no more than 15 citations per month requiring approximately 15 minutes of work time per citation. If the administrative support volume changes from these expectations Provider may terminate this contract with 30 days written notice to Purchaser. If the contract is terminated under this provision Purchaser shall pay Provider for all services provided under this contract up to and including the date the contract termination is effective.
6. This contract constitutes and contains the entire agreement of the parties, and supersedes any and all other contracts, agreements or understandings between the parties, whether oral or written.
7. Any violation by Purchaser of any portion of this contract shall constitute a breach of this Contract by Purchaser. In the event of such breach, Provider shall have the option of declaring this contract terminated with 30 days written notice. In the same token any violation by Provider of any portion of this contract shall constitute a breach of this Contract by Provider. In the event of such breach, Purchaser shall have the option of

declaring this contract terminated with 30 days written notice. If the contract is terminated under this provision Purchaser shall pay Provider for all services provided under this contract up to and including the date the contract termination is effective.

8. It is the intent of and is understood by the parties that the relationship of Provider and Purchaser is that of an independent contractor. The Provider is not the employee or agent of the Purchaser and the Purchaser is not the employee or agent of the Provider. Each party will therefore be responsible for its own acts or omissions and neither party will be obligated to defend or indemnify the other for any claim, loss, or liability that results from the other's acts or omissions. Nothing in this paragraph is intended to preclude or foreclose the right of either party to bring a cross claim or third party claim against the other for contribution as a joint tortfeasor.

9. The term of this Contract shall be from January 1, 2019 through December 31, 2021 regardless of the dates of the signatures set forth below.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by the Village Board of the Village of Sussex, Waukesha County, Wisconsin

\_\_\_\_\_  
Sussex Village President

ATTEST: \_\_\_\_\_  
Sussex Village Clerk-Treasurer

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by the Town Board of the Town of Delafield, Waukesha County, Wisconsin

\_\_\_\_\_  
Delafield Town Chairman

ATTEST: \_\_\_\_\_  
Delafield Town Clerk



<u>Delafield 2018</u>	<u>Delafield 2017</u>	<u>Delafield 2016</u>
Jan \$154.02	\$79.92	\$116.33
Feb \$217.44	\$254.56	\$187.07
March \$218.04	\$195.95	\$190.33
April \$167.01	\$138.53	\$242.72
May \$171.23	\$244.79	\$176.12
June \$151.91	\$171.09	\$214.01
July \$201.43	\$136.05	\$60.68
Aug \$147.98	\$238.30	\$118.40
Sept. \$121.71	\$282.56	\$219.04
October \$199.92	\$269.10	\$106.56
Nov \$169.72	\$100.17	\$NONE
Dec.	\$116.61	\$58.31
<b>TOTAL=1,920.41 Average=\$174.58 T=\$2,227.63 Avrge. \$185.64 T=\$1689.57Avrge. \$153.60</b>		

<u>V/Merton 2018</u>	<u>V/Merton 2017</u>	<u>V/Merton 2016</u>
Jan \$245.53	\$76.96	\$
Feb No Court	No Court	No Court
March \$253.08	\$145.93	\$564.47
April No Court	No Court	No court
May \$369.04	\$173.75	\$345.43
June No Court	No Court	No Court
July \$220.46	\$99.27	\$232.36
Aug No court	No Court	No Court
September \$326.16	\$227.84	
October No Court	No Court	No Court
Nov No Court	\$197.34	\$486.92
Dec \$293.85	No Court	No Court
<b>Total=\$1,708.12 Average=\$284.69 Total=\$921.09 Avrg. \$153.52 Total=\$1629.18 Avrg. \$407.30</b>		





**TOWN OF DELAFIELD**  
 W302N1254 Maple Avenue, Delafield, WI 53018  
 Tel: (262) 646-2398 Fax: (262) 646-8687  
 www.townofdelafield.org

DEC 11 2018

ITEM # 8F PAGE 1 of 4

**BARTENDER / OPERATOR LICENSE APPLICATION**

To serve fermented malt beverages/intoxicating liquors in the Town of Delafield

For license period ending 6/30/20

**Applicant Information**

Applicant's Full Name MARK S. DANIELSKI  
 Date of birth 10/3/73 Check One:  Male  Female  
 Phone Number 262-370-6689 Email danielski mj@gmail.com  
 Home Address 2418 N. University Dr.  
 City, State & Zip Waukesha, WI 53188

**Violations**

√ I understand that failure to list all violations may result in the rejection of this application. MDS (please initial)  
 1. Have you ever been arrested, cited or convicted of charges related to activities performed while bartending?  Yes  No  
 2. Have you had any arrests, charges or citations related to controlled substance or involving alcoholic beverages?  Yes  No  
 3. Have you ever been convicted of a felony?  Yes  No  
 \*If you answered yes to any questions above, please provide date and details: NA

4. List all arrests, convictions, dismissals and pending cases from age 18 to present below (do not include speeding and parking violations).

Violation	City	Date
<u>NONE</u>		

\*(List additional offenses on back of form)

**Employment**

Place of Employment as a bartender or seller of alcohol: St. Anthony on the Lake Parish

**Applicant Signature**

I, the undersigned do hereby make application to the Town of Delafield for an Operator's License to serve fermented malt beverages and intoxicating liquors subject to Wisconsin Statutes and Town of Delafield Ordinances.

I give the Town of Delafield permission to conduct a background check to verify the information I have provided and authorize the release of all information regarding my record.

Signature M.S. Daniel Date 11/20/18

# Wisconsin Responsible Beverage Server Training

**Mark Danielski**

has met all training requirements and successfully completed the above course and/or exam.

Certification Number: SL95463

Date of Completion: 11/20/2018



Authorized Signature



STATE OF WISCONSIN  
DEPARTMENT OF JUSTICE

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Request Date: 12/3/2018

Report Date: 12/3/2018

This criminal background check was performed by searching the following data submitted to the Crime Information Bureau

Name: **DANIELSKI, MARK**

Date of Birth: 10/3/1973

Alias Names:

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#### NOTICE TO EMPLOYERS

It may be a violation of state law to discriminate against a job applicant because of an arrest or conviction record. Generally speaking, an employer may refuse to hire an applicant on the basis of a conviction record only if the circumstances of the offense for which the applicant was convicted substantially relate to the circumstances of the particular job. For more information, see [Statute 111.335](#) and the Department of Workforce Development's publication, Arrest and Conviction Records Under the Law.

Before you make a final decision adverse to an applicant based on the following arrest record, in addition to any other opportunity you offer the applicant to explain the following arrest record, please notify the applicant of:

1. His or her right to challenge the accuracy and completeness of any information contained in a arrest record, and
2. The process for submitting a challenge

The applicant should submit his or her challenge to CIB on Form DJ-LE-247. Form DJ-LE-247 is available free of charge on [The Department of Justice website](#) or by calling (608) 266-7314. A challenge may include a request for comparison of the fingerprints of the person submitting the challenge to the fingerprints on file that are associated with the Wisconsin arrest record below.

#### NO RECORD FOUND

An arrest record search based only on a name, date of birth, and other identifying data that is not unique to a particular person (like "sex" or "race") may result in:

1. Identification of criminal history records for multiple persons as potential matches for the identifying data submitted, or
2. Identification of an arrest history record belonging to a person whose identifying information is similar in some way to the identifying data that was submitted to be searched, but is not the same person whose identifying data was submitted for searching. The Crime Information Bureau (CIB) therefore cannot guarantee that the response below pertains to the person in whom you are interested without a fingerprint submission.

Based on the above identifying data provided for this search, no matching Wisconsin arrest records were found at this time. These search results do not preclude an individual from having an arrest record at a local law enforcement agency that was not reported to the Department of Justice or in another state, or juvenile records

that are confidential by law. The results of this search are effective and current for the date of this search only. A new search should be submitted if an updated response is needed at a later time.

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

Wisconsin Department of Revenue

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

FEE \$ 10.00 Delafield Wis., 11-21-2018

To the governing body of the

- Town of
Village of
City of

Delafield

County of Waukesha

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

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stat.

at the premises described below during a special event beginning 1/26/2019 and ending 1/26/2019 and agrees to comply with all law, resolution, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (Bona fide club, church, lodge or society, veteran's organization or fair association):

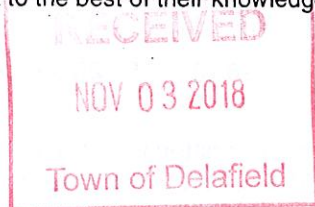
- (a) Name St. Anthony on the Lake School Committee
(b) Address WABON 2101 Prospect Ave, Pewaukee, WI 53072
(c) Date organized
(d) If corporation, give date of incorporation 6-19-1955
(e) Names and addresses of all officers: Archbishop Jerome Listeck; Rev. Anthony J. Zimmer; Cheryl Oliva; Thomas Brandt
(f) Name and address of manager or person in charge of affair: Kate Wimmer, WABON 2101 Prospect Ave, Pewaukee, WI 53072

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

- (a) Street number WABON 2101 Prospect Ave, Pewaukee, WI 53072
(b) Lot Block
(c) Do premises occupy all or part of building?
(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Parish Life Center

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.



St. Anthony on the Lake
Name of organization
Officer Rev. Anthony J. Zimmer (Signature)
Officer Tom E. Brandt (Signature)

Date Filed 11/30/18

Date Reported to Council or Board 12/11/18

Date Approved

License No.

## ADDITIONAL INFORMATION

May be Granted and Issued only to:

- (1) Bona fide clubs that have been in existence for at least 6 months prior to the date of application.
- (2) State, county, or local fair associations, or agricultural societies.
- (3) Church, lodge, or society that has been in existence for not less than 6 months prior to the date of application.
- (4) Posts now or hereafter established of ex-servicemen's organizations.

Application:

- (1) Filing: In writing, for each event, on Form AT-315.
- (2) The local licensing authority may act on application or authorize an official or body of the municipality to issue the license. (ss. 125.26(1) and 125.51(1)(a), Wis. Stats.)
- (3) The written application shall be filed with the clerk of the municipality in which premises are located:  
Class "B" (Beer):
  - a. The governing body shall establish any waiting period before granting of a license for events lasting less than 4 days (s. 125.04(3)(f), Wis. Stats.)
  - b. At least 15 days prior to the granting of the license for events lasting 4 or more days.

"Class B" (Wine):

The application shall be filed with the clerk of the local municipality in which the event will be held at least 15 days prior to the granting of the license.

- (4) Publication: Not required.

Fee: Not to exceed \$10. (Exception: No additional fee may be charged if organization is applying for both a Temporary Class "B" and a Temporary "Class B" license for the same event.)

Duration: The day, or consecutive days, that the specified event is in progress.

Restrictions:

- (1) License may not be issued to individuals.
- (2) Licenses to organizations, other than ex-servicemen's organizations, can be issued only for a picnic or similar gathering. They may not be issued for business or social meetings of the organization.
- (3) Licenses for club or organization meetings may be issued only to ex-servicemen's posts.
- (4) License may cover either a specified area or the entire picnic grounds.
- (5) License issued to a county or district fair must cover the entire fairground (ss. 125.26(6) and 125.51(10), Wis. Stats.)
- (6) No license to clubs having any indebtedness to any wholesaler for more than 15 days for beer (s. 125.33(7), Wis. Stats. and 30 days for wine (s. 125.69(4)(b), Wis. Stats.
- (7) Licensed operator(s) must be present at all times (ss. 125.26(6), 125.32(2) - Beer; 125.51(10), 125.68(2) - Wine; 125.17
- (8) The licensed club, club members, or any other person are not permitted to possess intoxicating liquor on licensed premises or the Temporary Class "B"/"Class B" licensed picnic area. (s. 125.32(6), Wis. Stats.)
- (9) Not more than 2 wine licenses may be issued to any club, county or local fair association, agricultural association, church, lodge, society or veterans' post in any 12 month period.

NOTE: Most coolers presently on the market have a fermented malt beverage base allowing sale under a beer license, e.g. Bartles and James and Seagrams.