



A PERFECT ENVIRONMENT

Residential Recreational Responsible

Chair 001
Ron Troy
Supervisors
Pete Van Horn
Edward Kranick
Christie Dionisopoulos
Billy Cooley
Clerk/Treasurer
Dan Green

**TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING
TUESDAY, FEBRUARY 11, 2020 - 6:30 P.M.
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 Minutes:
 - A. January 28, 2020 Town Board Minutes
5. Action on vouchers submitted for payment:
 - A. Report on budget sub-accounts and action to amend 2019 budget
 - B. Report on budget sub-accounts and action to amend 2020 budget
 - C. 1) Accounts payable; 2) Payroll
6. Communications (*for discussion and possible action*)
 - A. Letter from Charles Winter and Clifford Brooks regarding Hartland Sportsman's Club
 - B. Letter from the Department of Administration regarding the proposed Border Agreement between Lisbon and Lannon
 - C. Lake Country Municipal Court Annual Report for the year ending 2019.
7. Unfinished Business
 - A. Discussion and possible action on concern re: condition of property at S1W31448 Hickory Hollow Ct.
 - B. Discussion and possible action on code enforcement options for the property located at N14W28109 Silvernail Rd.

8. New Business

- A. Discussion and possible action on Operator's License for the period of 7/1/18 to 6/30/20:
Todd Jones – Kim's Lakeside.
- B. Discussion and possible action on a contract with SAFEbuilt for inspection and code enforcement services.
- C. Discussion and possible action to adopt Resolution 20-637, A Resolution to amend the Town of Delafield fee schedule relating to building inspection fees, Right-of-way permit fees and liquor license fees.
- D. Discussion and possible action to adopt Ordinance 2020-03, an Ordinance to repeal and re-create Section 14.05 of the Town of Delafield Municipal Code, concerning Occupancy and Ditch Bonds.

9. Announcements and Planning items

- A. Zoning Code Amendment Joint Public Hearing – Monday, February 17, 2020 @ 6:30 pm
- B. Spring Primary Election – Tuesday, February 18, 2020
- C. Board of Appeals – Wednesday, February 19, 2020 @ 6:30 pm
- D. Park and Planning Commission Public Hearing Waukesha County –Thurs, February 20, 2020 @ 1:00 pm
- E. Special Plan Commission Meeting – Monday, February 24, 2020 @ 6:30 pm
- F. Town Board Meeting – Tuesday, February 25, 2020 @ 6:30 pm
- G. Plan Commission Meeting – Tuesday, March 3, 2020 @ 6:30 pm
- H. Town Board Meeting – Tuesday, March 10, 2020 @ 6:30 pm

10. Adjournment



Dan Green
Town of Delafield Clerk/Treasurer

PLEASE NOTE:

- ✓ It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order. It is also possible that members of and possible a quorum 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 governmental body specifically referred to above in this notice.
- ✓ Also, 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 Town Clerk Dan Green (262) 646-2398.

Item 4a

TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING
January 28, 2020 @ 6:30 PM

Members Present: Chairman Troy, Supervisor Kranick, Supervisor Cooley and Supervisor Dionisopoulos. Also present was Clerk/Treasurer Dan Green.

Members Absent: Supervisor Van Horn

First order of business: Call to Order
 Chairman Troy called the meeting to order at 6:30 p.m.

Second order of business: Pledge of Allegiance
 Chairman Troy led all in the Pledge of Allegiance.

Third order of business: Citizen Comments: None

Fourth order of business:
 A. Approval of January 14, 2020 Town Board Minutes

MOTION MADE BY SUPERVISOR COOLEY TO APPROVE THE MINUTES AS PRESENTED BY THE CLERK. SUPERVISOR DIONISOPOULOS SECONDED. MOTION CARRIED UNANIMOUSLY.

Fifth order of business: Action on vouchers submitted for payment:
 A. Report on budget sub-accounts and action to amend 2019 budget

MOTION MADE BY SUPERVISOR KRANICK TO APPROVE AMENDING THE 2019 BUDGET TO INCREASE \$79,839.17 IN BUILDING PERMIT REVENUE (ACCT: 10-44310) AND \$79,839.17 IN INSPECTION: OTHER CONTRACTED SERVES (EXPENSE ACCT: 10-52400-299). SUPERVISOR COOLEY SECONDED. MOTION CARRIED UNANIMOUSLY

- A. Report on budget sub-accounts and action to amend 2020 budget
- B. 1) Accounts payable; 2) Payroll

Accounts Payable

MOTION MADE BY SUPERVISOR KRANICK TO APPROVE THE CHECKS #62760 - #62837 IN THE AMOUNT OF \$118,122.29. SECONDED BY SUPERVISOR COOLEY. MOTION CARRIED UNANIMOUSLY.

Payroll

MOTION MADE BY SUPERVISOR KRANICK TO APPROVE THE PAYROLLS DATED JANUARY 24, 2020 IN THE AMOUNT OF \$36,626.07. SECONDED BY SUPERVISOR COOLEY. MOTION CARRIED UNANIMOUSLY.

Sixth order of business: Communications (for discussion and possible action)

Seventh order of business: Unfinished Business

- A. Discussion and possible action on concern re: condition of property at S1W31448 Hickory Hollow Ct. – No Update.
- B. Discussion and possible action on code enforcement options for the property located at N14W28109 Silvernail Rd. – No Update.
- C. Discussion and possible action regarding building inspector services.

Chairman Troy stated he met with the building inspector, Dave Hendrix and Supervisor Kranick. They negotiated the proposal and the basis for a new contract. He hopes to have this on the first meeting in February.

Eighth order of Business: New Business

- A. Discussion and possible action on Ordinance 2020-01, An Ordinance to repeal and re-create Section 12.06(7) of the Town Code concerning the number of dogs in single family homes.

Chairman Troy explained he and Dan Green met with Attorney Larson last week to discuss the ripple effect of changing the dog ordinance. He expects another zoning code amendment to be made to change the Kennel License so it is consistent with the change to the number of dogs allowed.

MOTION BY SUPERVISOR KRANICK TO APPROVE ORDINANCE 2020-01, AN ORDINANCE TO REPEAL AND RE-CREATE SECTION 12.06(7) OF THE TOWN CODE CONCERNING THE NUMBER OF DOGS IN SINGLE FAMILY HOMES. SECONDED BY SUPERVISOR DIONISOPOULOS. MOTION CARRIED UNANIMOUSLY.

- B. Discussion and possible action on Ordinance 2020-02, An Ordinance to create the position of Town Administrator, Clerk/Treasurer.

MOTION TO APPROVE ORDINANCE 2020-02, AN ORDINANCE TO CREATE THE POSITION OF TOWN ADMINISTRATOR, CLERK/TREASURER BY SUPERVISOR COOLEY. SECONDED BY SUPERVISOR KRANICK. MOTION PASSED UNANIMOUSLY.

- C. Discussion and possible action on the Town Administrator, Clerk/Treasurer job description.

Chairman Troy explained that the job description may come back to the Board if there are any concerns from Supervisor Van Horn.

MOTION BY SUPERVISOR KRANICK TO APPROVE THE JOB DESCRIPTION FOR THE TOWN ADMINISTRATOR, CLERK/TREASURER. SECONDED BY SUPERVISOR COOLEY. MOTION PASSED UNANIMOUSLY.

- D. Mike Walden, R&R Insurance Services, Inc., Discussion and possible action on 2020 property and liability coverages.

Mr. Walden explained that the initial quote he gave Mary Elsner was \$83,996. The total cost came in under budget by over \$2,000. He reviewed page by page the renewal policy for building, property in the open, crime, workers compensation and other additional coverages. Mr. Walden explained that the quote for raising the deductible to \$5,000 would increase the total premium by \$394. The board agreed that the Commercial Inland Marine policy would be beneficial to raise the deductible from \$1,000 to \$2,500 since there has not been a claim in a long time. They also agreed to remove the stump grinder and the Mercury Outboard Motor.

Mr. Walden reviewed the Auto renewal policy which holds a \$5,000 deductible. The Town increased their vehicle coverage value by \$54,000 with some additions and deletions throughout. The Board agreed that the utility trailer should be taken off the policy in regards to physical damage but should be kept on for liability coverage.

Mr. Walden reviewed the General Liability coverage and reviewed the Injunctive Relief policy as well as the auto med-pay policy. The Board agreed that there was no need for the auto med-pay but agreed to opt for the injunctive relief policy. Mr. Walden explained that the workers compensation rates went down 11%, however there were still some claims that were sitting out there.

MOTION BY SUPERVISOR KRANICK TO APPROVE THE 2020 PROPERTY AND LIABILITY COVERAGE AS PRESENTED WITH MODIFICATIONS MADE TO THE COMMERCIAL INLAND MARINE POLICY, OPTING FOR THE INJECTIVE RELIEF POLICY AND THE REMOVAL OF THE

UTILITY TRAILER TO THE AUTO POLICY. SECONDED BY SUPERVISOR COOLEY. THE MOTION PASSED UNANIMOUSLY.

Ninth order of Business: Announcements and Planning items:

- A. Next Plan Commission Meeting – February 4, 2020 @ 6:30
- B. Next Town Board Meeting – Tuesday, February 11, 2020 @ 6:30
- C. Zoning Code Amendment Joint Public Hearing – February 17, 2020 @ 6:30
- D. Park and Planning Commission Public Hearing (Waukesha County) – February 20, 2020 @ 1:00 pm
- E. Special Plan Commission Meeting – Monday, February 24, 2020 @ 6:30
- F. Town Board – Tuesday, February 25, 2020 @ 6:30
- G. Town Board Meeting – Tuesday, March 10, 2020 @ 6:30

Tenth order of Business: Adjournment

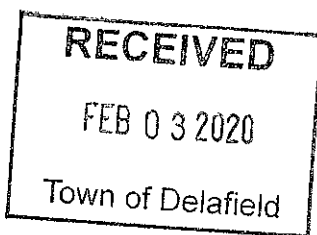
SUPERVISOR KRANICK MADE A MOTION TO ADJOURN THE JANUARY 28, 2020 TOWN BOARD MEETING AT 7:10 PM. SECONDED BY SUPERVISOR COOLEY. THE MOTION PASSED UNANIMOUSLY.

Respectfully submitted:

Dan Green, CMC/WCMC
Town Clerk/Treasurer

Minutes Approved:

Item 6a



N8 W30658 Broken Bow Trail
Waukesha, Wisconsin
January 30, 2020

Town of Delafield
Board of Supervisors
W30 N1254 Maple Avenue
Delafield, Wisconsin

Subject: Resumption of Shooting Activities at the Hartland Sportsman's Club

Members of the Board of Supervisors,

Attached you will find A Brief History of The Hartland Sportsman's Club From 1955 to 2020. For the years 2000-2003 please note that there were *four* confirmed documented cases of Hartland Sportsman's Club (HSC) stray shots, one of which hit the Town of Delafield Arbors subdivision. Also attached you will find the Waukesha County Sheriff's official report of that incident.

After a stray shot from the HSC wounded a pregnant woman dining at the Delafield Brewhaus in 2010, shooting activities at the gun club were discontinued and its conditional use permit revoked by the City of Delafield. Now, however, after six years of litigating the City of Delafield, the HSC has boldly demanded that it be allowed to resume its shooting activities with *little or no safety or noise abatement improvements but with sharply increased shooting hours!* As Town of Delafield residents affected by the loud gunfire noise and dangerous shooting activities of the HSC in the past, the undersigned would like to know *what you are going to do to protect our families and property from future unacceptable and unsafe Hartland Sportsman's Club activities*. You owe it to your constituents to provide a safe and secure community which is not threatened by the renegade Hartland Sportsman's Club.

Charles Winter
N8 W30658 Broken Bow Trail, Waukesha

A handwritten signature in cursive script that reads "Charles Winter".

Clifford Brooks
N8 W30716 Broken Bow Trail, Waukesha

A handwritten signature in cursive script that reads "Clifford R. Brooks".

Attachments: [2]

A Brief History of the Hartland Sportsman's Club From 1955 to 2020

Town of Delafield (1955-1996):

- 1955—The Town of Delafield approved the Hartland Sportsman's Club's (HSC) application to build a 40-acre shooting range on land zoned residential.
- 1964—The Town of Delafield restricts (in writing) the conditions under which the HSC could operate (shooting hours, number of members, etc.). This was not a Conditional Use Permit (CUP).
- 1968—The HSC applied for a CUP to build an indoor shooting range. The Town of Delafield issued the Permit which also contained restrictions. The HSC rejected the CUP because the Town of Delafield retained the authority to review, modify or revoke the CUP.
- 1980's—Neighbors anecdotal reports of HSC stray shots (Jack Young, John Ormson).
- 1991—Town of Delafield residents petitioned the Town of Delafield for relief from the HSC noise and CUP violations.
- 1991--A Town of Delafield Administrative Hearing was convened to review complaints against the HSC noise and its CUP violations.
- 1992—Based upon the Administrative Hearing's Findings of Fact, the Town of Delafield issued a new CUP which added further restrictions to the HSC's 1968 CUP.
- 1993--The HSC filed a lawsuit in Federal Court (#93-3195) claiming the Town of Delafield's Administrative Hearing in 1991 had violated its 14th Amendment 'due process rights'. The Court ruled firmly against the HSC with prejudice (no appeal).
- 1994—Town of Delafield residents (represented by attorney James Hammes) and joined later as a third party intervening plaintiff by the Town of Delafield, filed a lawsuit in the Circuit Court (#94-0768) demanding that the HSC operate within the restrictions of its 1992 CUP. The HSC claimed that it existed prior to any Town of Delafield zoning and that, therefore, the 1968 (modified in 1992) CUP did not apply and was invalid. The Town of Delafield proved that it had implemented a 2-district zoning ordinance in 1939 and the Court ruled against the HSC.
- 1994-1996—The HSC accumulated \$362,000.00 in CUP violation citations which were ultimately considered uncollectable by the Town of Delafield.

(2)

City of Delafield (1997-2020):

1997—The HSC was annexed by the City of Delafield and issued a CUP.

- 2000-2003—Four police-documented cases of HSC stray shots (3 impacted the City of Delafield, one impacted the Town of Delafield).
- 2004--Town of Delafield and City of Delafield residents petitioned the City of Delafield for relief from the HSC gunfire noise and stray shots.
- 2009—The City of Delafield modified the conditions of the HSC's CUP.
- 2010 (April)—The City of Delafield conducted two Public Hearings to consider complaints against the HSC and to determine if the CUP violations warranted a CUP termination rather than modification.
- 2010 (April 29th)—A HSC stray shot wounded a pregnant women dining at the Delafield Brewhaus (City of Delafield Police Incident Report #D10-02006).
- 2010 (June)—The City of Delafield revokes the HSC's CUP claiming the gun club was a 'safety problem'.
- 2013 (July)—The HSC applies for a new CUP.
- 2013 (Sept.)—The City of Delafield holds a Public Hearing to consider the proposed HSC CUP. Gun lobbyist James E. Fendry of Greendale states that the National Rifle Association's legal defense fund is paying for the HSC's legal team.
- 2013 (Nov.)—The City of Delafield's Plan Commission unanimously recommends that the Common Council reject the HSC's request for a new CUP.
- 2013 (Dec.)—The City of Delafield Common Council votes unanimously to reject the HSC's request for a new CUP.
- 2014 (January)—The HSC files a lawsuit against the City of Delafield in the Circuit Court (2014CV95) contending that the City of Delafield violated the Range Protection Act when it revoked the HSC's CUP in 2010.
- 2016 (February)—The Circuit Court reinstated the HSC's CUP stating that the City of Delafield acted arbitrarily and without good cause when it rejected the HSC's request for a new CUP in 2013.
- 2016 (June)—The City of Delafield appeals the Circuit Court decision (2016AP666).
- 2017 (August)—The Appeals Court rules that the Range Protection Act did not prevent the City of Delafield from regulating the HSC and that the HSC failed to seek a 'timely 'review of the 2010 decision to revoke its 1997 CUP. The Court also ruled that the City of Delafield acted 'arbitrarily' when revoking the HSC's CUP and remanded the case back to the City of Delafield for resolution.

(3)

- 2017 (Sept.)—The HSC filed a Petition for Review with the Wisconsin Supreme Court claiming that the Range Protection Act prevented the City of Delafield from regulating the HSC.
- 2018 (Feb.)—The Wisconsin Supreme Court denied the HSC’s Petition for Review.
- 2018 (April)—Remanded by the Appeals Court, the City of Delafield’s Common Council again votes unanimously to deny the HSC’s 2013 CUP application.
- 2018 (May)—The HSC files a civil complaint (2018CV813) against the City of Delafield claiming that the Common Council ‘...acted beyond its jurisdiction and authority...’ in denying a new CUP.
- 2018 (May)—The City of Delafield amends its municipal ordinance 9.02 prohibiting outdoor firing ranges.
- 2019 (March) -- Referencing the Appeals Court decision (2016AP666) which found that the City of Delafield acted ‘arbitrarily’ when it denied the HSC’s 2013 CUP application, Circuit Court Judge Bohren orders the City of Delafield to provide the HSC with a new CUP.
- 2019 (July)—The City of Delafield appeals Judge Bohren’s ruling (219AP740).

Completed CAD Calls

Print Date: 01/09/2004

Call Rec'd 2003:09:16:19:30:06D 09/16/2003 19:30

Event # D0301320

Loc N14 W30463 WILLOW HILL RD

Inc #

Common T/DELAFIELD

Arr #

Call Type 2.03 REQUEST FOR INFO

Acc #

Disp 06 ADVISED

Fire #

Name SKELTON/TED/A

Prim Offcr MSL115

Name Type I Sex/Race M W DOB 10/08/1958

Dispatcher

Addr N14 W30463 WILLOW HILL RD

Sector

City St

Area

Zip Ph # 262-369-7969

Call Status

Bus Ph #

OAR Category CFS

Rpt'd By

On Call Event

Agency

Cleared Time 20:14

Juris

Cleared Date 09/16/2003

Source

Prior

*****Narrative*****

R/C FROM SKELTON ASKING HOW LATE THE GUN CLUB COULD OPERATE/SHOOT. HE WAS VERY UPSET WITH THE GUN CLUB AS HE "HAS LITTLE GIRLS", ADVISED HE NEEDS TO KNOW HOW LATE THEY CAN STAY OPEN AND IF HE ISNT PROVIDED THAT INFO HE IS GOING TO CALL BACK LATER TONIGHT WITH A LOUD NOISE COMPLAINT. I ADVISED HIM THAT I WOULD CHECK ON THE TIMES AND GET BACK TO HIM. HE WAS NOT HAPPY WITH THAT RESPONSE EITHER. AFTER CHECKIGN, I LEARNED THE CLUB WAS TEACHIGN A HUNTER SAFETY CLASS UNTIL 8PM AND THEN THEY WOULD BE CLOSED. COMPL. NOTIFIED VIA ANSWERING MACHINE OF SAME.

*****Geo*****

Incident Location:

N14 W30463 WILLOW HILL RD

Street

Type D # D # Apt C

St 1 WILLOW HILL

RD W 30463 N 14 D

St 2

City

Sector Int ID Span ID

Sup1

Sup2

Caller Address:

N14 W30463 WILLOW HILL RD

Street

Type D # D # Apt C

St 1 WILLOW HILL

RD W 30463 N 14 D

St 2

City

Geo Rem

*****Adm*****

Sys Rec Time 2003:09:16:19:30:06D

Elapsed Time 0.000 In Progress

CAD Xfer Status Time Rec'd 19:30

Create 2003:09:16:20:16:29D ID msl115

Modify 2003:09:16:20:16:29D ID msl115

*****Veh*****

Plate #

State Issued

Plate Expire

Plate Type

ehicle ID #

*****Custom*****

Event # D0301320

Rpt'd By

Completed CAD Calls

Print Date: 01/09/2004

Call Rec'd 2003:02:17:10:50:47S 02/17/2003 10:50

Event # D0300267

Loc N14 W30463 WILLOW HILL RD

Inc #

Common

Arr #

Call Type 4.02 MISC COMPLAINT

Acc #

Disp 06 ADVISED

Fire #

Name SKELTON/TED/A

Prim Offcr CTM103

Name Type I Sex/Race M W DOB 10/08/1958

Dispatcher

Addr N14 W30463 WILLOW HILL RD

Sector 006

City DELAFIELD St WI

Area

Zip 53018 Ph # 369-7969

Call Status C

Bus Ph #

OAR Category MS

Rpt'd By SAME

On Call Event

Agency P

Cleared Time 11:15

Juris DFPD

Cleared Date 02/17/2003

Source

Prior

*****Narrative*****

Mr. Skelton lives north of I-94 in the Town of Delafield. On Sat, 2-15-03 he discovered a broken thermo pane skylight. Earlier this date, he found a bullet laying between the panes of glass. He has already reported this matter to Dep. Gondek of WSD, as he believes the bullet came from the Hartland Gun Club. Dep. Gondek has filed WSD IR# 03-00990. Mr. Skelton was only here to advise us of what has transpired. He is only looking to have the gun club afford the window and has no issue with the Clubs existance. No further action is expected or required by our dept. I did however inform Mr. Skelton that I would make our city administrator aware of the situation. A memo was subsequently sent to Mr. Carlson along with a copy of WSD's report. TCO.

*****Geo*****

Ident Location:

N14 W30463 WILLOW HILL RD

Street

Type D # D # Apt C

St 1 WILLOW HILL

RD W 30463 N 14 D

St 2

City

Sector 006 Int ID Span ID

Sup1

Sup2

Caller Address:

N14 W30463 WILLOW HILL RD

Street

Type D # D # Apt C

St 1 WILLOW HILL

RD W 30463 N 14 D

St 2

City DELAFIELD , WI 53018

Geo Rem

*****Adm*****

Sys Rec Time 2003:02:17:10:50:47S

Elapsed Time 0.000 In Progress

CAD Xfer Status Time Rec'd 10:50

Create 2003:02:24:12:55:33S ID ctm103

Modify 2003:02:24:12:55:33S ID ctm103

*****Veh*****

Plate #

State Issued

late Expire

Plate Type

Vehicle ID #

*****Custom*****

DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
 Joel Brennan, Secretary
 Dawn Vick, Division Administrator

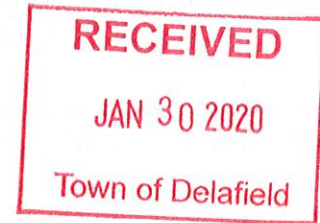


Item 6b

January 27, 2020

Joseph Osterman, Chair
 Town of Lisbon
 W234N8676 Woodside Road
 Lisbon, WI 53089-1545

Tom Gudex, President
 Village of Lannon
 PO Box 456
 Lannon, WI 53046-0456



Dear Messrs. Osterman and Gudex,

The Department has reviewed the proposed *Intergovernmental Cooperative Plan between the Town of Lisbon and the Village of Lannon* (Cooperative Plan) pursuant to s. 66.0307(5), Wis. Stats. as submitted on November 1, 2019 and disapproves this plan for the reasons discussed below.

The Cooperative Plan is intended to create permanent boundaries between the Village of Lannon (Village) and Town of Lisbon (Town), limit the Village's extraterritorial authority, *potentially* expand Village water service to the Town, and *potentially* develop other service sharing arrangements between the Communities.

However, the Cooperative Plan is not sufficiently developed to enable the Department to determine whether the criteria under s. 66.0307(5)(c), Wis. Stats. are met. Specifically, the following items remain inadequate:

- **Expanded Village Water Service.** The Cooperative Plan provides that the Communities will study the feasibility of expanding Village water service into a portion of the Town (Water Study). However, the Water Study is not completed, no state agency approvals have been sought or achieved, nor does the Cooperative Plan commit either Community to any course of action whatsoever regarding a solution to the water service issues. Nor can the Department find that Communities could easily revise the Cooperative Plan to firmly commit to any course of action at this early stage, before the study has even started. Too many unanswered questions remain.
- **Other Services.** The Cooperative Plan is silent regarding other municipal services, such as municipal sewer, public works, street maintenance, police and fire protection, EMS rescue service, parks and recreation, garbage and recycling collection, building permits and inspection, among others. At the Department's public hearing, the Village said that it intends to cooperate with the Town on some or all services, but specifics have not been discussed in depth, let alone agreed in principle or included in the terms of the Cooperative Plan.

Additionally, numerous other required information is absent from the Cooperative Plan, such as:

- No discussion on how the Cooperative Plan is consistent with both Communities comprehensive plans as required by s. 66.0307(5)(c)2., Wis. Stats.
- No discussion on how the Cooperative Plan results in compact municipal boundaries, as required by s. 66.0307(5)(c)5., Wis. Stats.

- No discussion on the Cooperative Plan's duration, which is proposed to be in perpetuity, and how this duration is consistent with the Cooperative Plan as required by s. 66.0307(5)(c)6., Wis. Stats. This is particularly significant given that the only firm commitment in the Plan regarding water service is for the Communities to fund a one-time study which does not bind the Communities to adopt any perpetual solution.
- No review and comment from Waukesha County Parks and Land Use Department or Southeast Wisconsin Regional Planning Commission (SEWRPC) as required by 66.0307(4)(c), Wis. Stats.

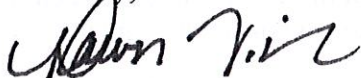
The Department recognizes that, under s. 66.0307(5)(d), Wis. Stats., it "may return a cooperative plan, with comments, if the department determines that the cooperative plan, if revised, may constitute a plan that can be approved by the department." (Emphasis added.) If the Department exercises its discretion under this statutory provision to return a cooperative plan for revision, the communities only have 90 days within which to resubmit the plan under par. (5)(d), and the Department only has 30 days following resubmittal in which to review the resubmitted plan.

In this case, the record of the Department's public hearing on the Cooperative Plan and the lack of information submitted to the Department following the public hearing all indicate that the above-listed items are not resolvable within the timeline permitted under s. 66.0307(5)(d), Wis. Stats. Furthermore, the Department finds that the necessary revisions would involve such substantial changes to the material terms of the agreement as to essentially constitute a new cooperative plan. For these reasons, the Department declines to exercise its statutory discretion to return the Cooperative Plan to the Communities under s. 66.0307(5)(d).

In correspondence to the Department following the hearing, Town attorney Jim Hammes conceded that the Cooperative Plan currently lacks key requirements. The Department agrees. The Department further suggests that, after the Communities complete the Water Study, specifically agree to cooperating on other municipal services, and compile the numerous missing required items, a new Cooperative Plan could be submitted under s. 66.0307(4)(f), Wis. Stats.

Should you have any questions about this process or the enclosed Notice of Appeal Rights information, please contact me at (608) 266-7043.

Sincerely,



Dawn Vick, Administrator
Division of Intergovernmental Relations

Enclosure

cc: Jim Hammes, Town of Lisbon Attorney
Brenda Klemmer, Village of Merton
Jeremy Smith, Village of Sussex Admin
Gina Kozlik, City of Waukesha Clerk
Tom Nelson, Village of Merton Administrator
Kathy Nickolaus, Town of Waukesha Clerk
Kathy Karalewitz, Town of Mukwonago Clerk
Village of Big Bend Clerk
Sharon Mueller, City of Muskego Clerk
Georgia Stanford, City of New Berlin Clerk
Julie Kriewaldt, Town of Erin Clerk

Gina Gresch, Lisbon Administrator
Al Reuter, Village of Sussex Attorney
Randy Romanski, DATCP Secretary
Craig Thompson, WiDOT Secretary
Preston Cole, WiDNR Secretary
Dale Shaver, Waukesha Parks Land Use
Julia Aquavia, City of Brookfield Atty
James Healy, Village of Richfield
Samuel Liebert, Village of Sussex Clerk
Donna Hann, Town of Merton Clerk
Moraine Park Technical College

Kevin Lahner, City of Waukesha Admin
Dan Ertl, City of Brookfield Comm. Dev.
Kevin Muhs, SEWRPC Dir.
Meg Wartman, Waukesha County Clerk
Waukesha Cty Tech College
Lisbon Sanitary District No. 1
Darlene Igl, Village of Hartland Clerk
Janice Moyer, Village of Menomonee Falls Clerk
Pamela Little, Village of Chenequa Clerk
Michelle Luedtke, City of Delafield Clerk
Lake Keesus Mngmnt. Assoc.
Elmbrook School District
Kettle Moraine School District
Menomonee Falls School District
Arrowhead School District
Merton Community School District
Stone Bank School District
Waukesha School District
Holy Hill Area School District
Germantown School District
Milwaukee Metropolitan Sewerage District

Cassie Smith, Village of Pewaukee
Kelly Tarczewski, City of Pewaukee
Elisa Cappozzo, Town of Brookfield Clerk
Kelly Michaels, City of Brookfield Clerk
Lake Pewaukee Sanitary District
Brookfield Sanitary District
Julie Gay, City of Waukesha Attorney
Cynthia Pfeifer, Village of Nashotah Clerk
Mary Elsner, Town of Delafield Clerk
Gerald Heine, North Lake Mngmnt. Assoc.
Stone Bank Elementary
Hartland Lakeside School District
Lake Country School District
Richmond School District
Hamilton School District
Pewaukee School District
Swallow School District
Erin School District
Deanna Braunschweig, Germantown Clerk
Hartford Union High School District
Milwaukee Area Technical College

The first part of the document
 discusses the importance of
 maintaining accurate records
 of all transactions. This is
 essential for the proper
 management of the company's
 finances.

The second part of the document
 outlines the procedures for
 handling customer inquiries.
 It is important to respond
 promptly and professionally to
 all customer concerns.

The third part of the document
 describes the process for
 hiring and training new
 employees. This process
 should be thorough and
 consistent.

The fourth part of the document
 discusses the company's
 marketing strategy. This
 strategy should be focused
 on reaching our target
 market.

The fifth part of the document
 outlines the company's
 financial goals for the
 next year. These goals
 should be realistic and
 achievable.

The sixth part of the document
 describes the company's
 risk management strategy.
 It is important to identify
 potential risks and take
 steps to mitigate them.

The seventh part of the document
 discusses the company's
 human resources policy.
 This policy should be
 fair and equitable.

The eighth part of the document
 outlines the company's
 environmental policy.
 It is important to be
 environmentally responsible.

The ninth part of the document
 describes the company's
 information technology
 strategy. This strategy
 should be forward-looking.

The tenth part of the document
 discusses the company's
 legal and compliance
 requirements. It is
 essential to stay up-to-date
 on these requirements.

Item 6c



LAKE COUNTRY MUNICIPAL COURT

174 E. Wisconsin Avenue
Oconomowoc, WI 53066
262-569-0920 - T

www.lcmunict.com

*Clerk Pamela Strunk
clerk@lcmunict.com*

*Deputy Clerk Theresa Berlin
deputyclerk@lcmunict.com*

Honorable Timothy T. Kay

February 4, 2020

TO: MAYOR, CHAIRS, PRESIDENTS
LAKE COUNTRY MUNICIPAL COURT MUNICIPALITIES

Re: Lake Country Municipal Court
State of the Court / Year 2019 in Review

Dear Sir/Madam:

I would like to take this opportunity to provide your municipality with this Annual State of the Court for our Lake Country Municipal Court for the year 2019 in review.

Several municipalities have requested that the Judge appear before their boards to provide an annual update. I enjoy the opportunity to appear before your board. I would appreciate if your clerk could contact my office at 262 784 7110 in order to expedite matters, otherwise, I will have one of my staff, either Kit Allen or Marianne Reiners, call your clerk to arrange a visit. If you do not believe that you need for me to appear before your Board, you can simply re-print copies of this correspondence and provide the copies to your trustees, supervisors or aldermen.

Once again, I am pleased to report that by all accounts Lake Country is running smoothly and efficiently.

Honorable Timothy T. Kay proudly serving the following municipalities:

*City of Oconomowoc, Town of Delafield, Town of Erin, Town of Ixonia, Town of Lisbon, Town of Merton,
Town of Oconomowoc, Town of Ottawa, Town of Sullivan, Village of Chenequa, Village of Dousman,
Village of Hartland, Village of Johnson Creek, Village of Lac La Belle, Village of Merton, Village of Nashotah,
Village of Oconomowoc Lake, Village of Sullivan, Village of Summit, Village of Sussex*

February 4, 2020
Page 2

LAKE COUNTRY MUNICIPAL COURT
174 E. Wisconsin Avenue
Oconomowoc, WI 53066

1. LCMC COURT EXPANSION.

Remember we are the largest joint municipal court in the State of Wisconsin. For the year 2019, we processed approximately 13,364 municipal citations. We now have 20 municipalities that belong to our Court and there may be the possibility of other jurisdictions exploring how to join our Court in the future. I am always open and receptive to new municipalities joining our Court.

We are a self-sufficient. The more municipalities that join and utilize our system, the better-off financially all of the other municipalities are, and we all gain from our efficiency and increased economies of scale.

2. LCMC BUDGET.

Budget was approved by the 20 current municipalities in December of 2019. For the year 2019 we received \$2,006,301.56. Most of that money is returned to the municipalities. The Court only retains approximately \$370,000 for the Court's budget purposes. By all accounts, we oversaw an increase in court cost revenue by approximately \$8,933.14 (unaudited), and we also saw a decrease in budgeted expenses of approximately \$10,816.05, for a positive gain for our Court of \$27,749.19 (unaudited). This surpasses the budget expectations for the year 2019 and surpasses the expectations for prior year 2018. The Court is run in a very efficient manner while providing justice for all.

I have attached a pie chart that helps explain Court revenues and costs.

3. NEW COURTHOUSE.

As you are aware, there have been several administrative committee motions approving the move to the Safety Building (formerly known as the Sentry Building) in downtown Oconomowoc.

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Village of Hartland, Village of Johnson Creek, Village of Lac La Belle, Village of Merton, Village of Nashotah,
Village of Oconomowoc Lake, Village of Sullivan, Village of Summit, Village of Sussex*

February 4, 2020
Page 3

LAKE COUNTRY MUNICIPAL COURT
174 E. Wisconsin Avenue
Oconomowoc, WI 53066

Atty. Bill Chapman oversees our Long Range Planning Committee. We also have the valuable input of former police chief Donald Wiemer to assist both the Long Range Planning Committee and the Operations Committee.

Furthermore, our Operations Committee meets on a monthly basis to review plans and to undertake efforts to eventually move to the new facility, hopefully in the Fall of 2020.

4. COURT STAFF.

We are in the process of hiring a part-time clerk. One of our part-time clerks recently resigned. We continue to maintain Court operations efficiently with our full-time Chief Clerk Pam Strunk, Chief Deputy Clerk Teri Berlin, and Assistant Clerk Kathy Pedri. The clerks have proven they are extremely helpful and considerate to citizens who utilize the court.

5. BAILIFFS.

For the past year and one-half, we have contracted with the Waukesha County Sheriff's Department to utilize their bailiff services. The bailiffs are an excellent asset to Court safety and operations and are able to keep the courtroom orderly, while our CFO's continue to perform their duties signing in defendants and monitoring defendants into the courtroom and pretrial conference rooms.

6. IN CONCLUSION.

I enjoy appearing before your Board and appreciate the opportunity to do so. Please have your clerks let me know the availability at your next Town, Village or City meeting so we can coordinate the effort between my clerk, Pam Strunk, or my office staff, Kit Allen or Marianne Reiners. I would also appreciate your clerks distributing copies of this letter and attachments to your elected officials, including aldermen, supervisors and trustees, as well as police chiefs and police personnel.

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Town of Oconomowoc, Town of Ottawa, Town of Sullivan, Village of Chenequa, Village of Dousman,
Village of Hartland, Village of Johnson Creek, Village of Lac La Belle, Village of Merton, Village of Nashotah,
Village of Oconomowoc Lake, Village of Sullivan, Village of Summit, Village of Sussex*

February 4, 2020
Page 4

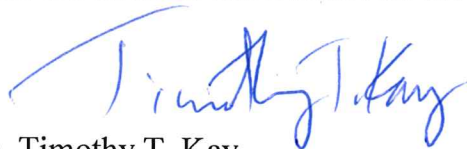
LAKE COUNTRY MUNICIPAL COURT
174 E. Wisconsin Avenue
Oconomowoc, WI 53066

I have filed my nomination papers to run for a third term and am currently unopposed. I will be on the April ballot, in order to continue to be your Lake Country Municipal Court Judge.

I totally enjoy serving as your Judge. I look forward to serving the Lake Country Community and your municipality and its citizens. I further look forward to the upcoming year and being an active member on the building committee and the eventual move to the new safety building.

Very truly yours,

LAKE COUNTRY MUNICIPAL COURT



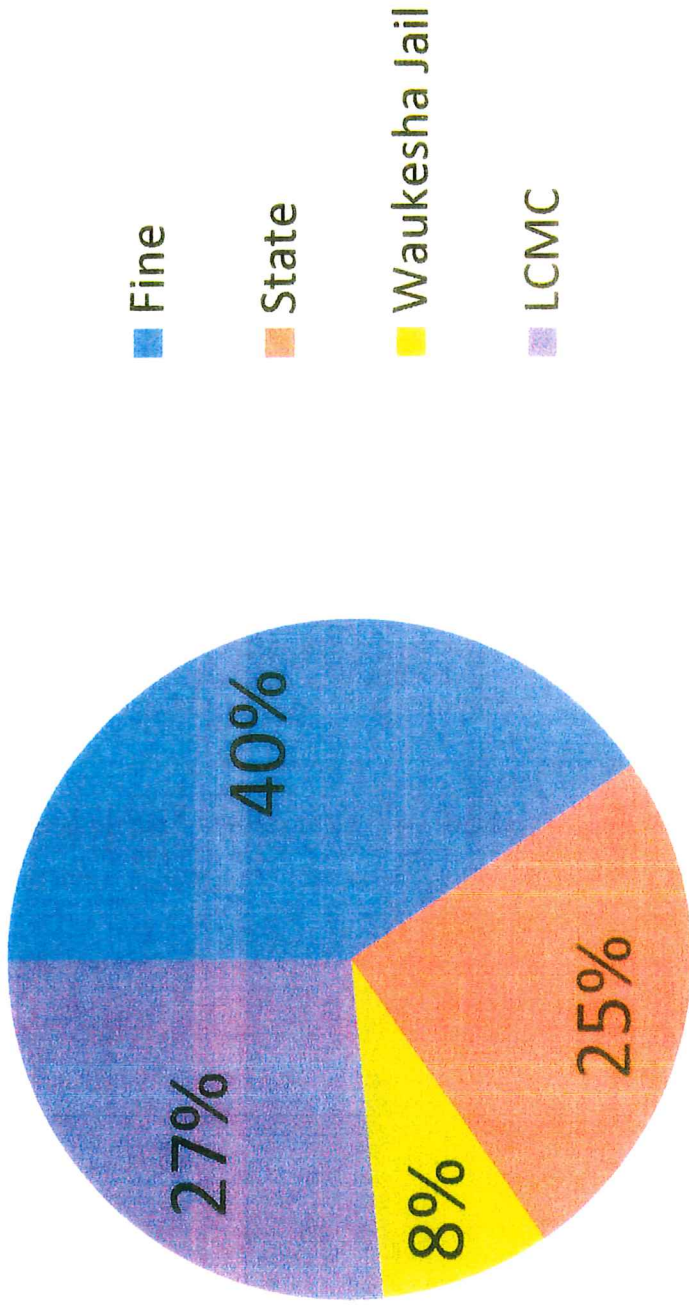
Hon. Timothy T. Kay
Municipal Judge

TTK/kfa

pc LCMC Law Enforcement Chiefs (email)
Clerks of All Municipalities (email)
Clerk Pamela Strunk (email)

*Honorable Timothy T. Kay proudly serving the following municipalities:
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Village of Hartland, Village of Johnson Creek, Village of Lac La Belle, Village of Merton, Village of Nashotah,
Village of Oconomowoc Lake, Village of Sullivan, Village of Summit, Village of Sussex*

LCMC Breakdown of Forfeiture



For example, a \$50 dollar ***fine*** plus costs mandated by statute totals a \$124 ***forfeiture***.

Fine	State	County	LCMC	Total forfeiture
\$50	\$31	\$10	\$33	\$124

All ***fine*** dollars are returned in full to the 20 municipal members; i.e. no costs to the taxpayers.

Item 8b

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF DELAFIELD, WISCONSIN
AND SAFEbuilt WISCONSIN, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into by and between Town of Delafield, Wisconsin, (“Municipality”) and SAFEbuilt Wisconsin, LLC, a whole subsidiary of SAFEbuilt, LLC, (“Consultant”). Municipality and Consultant shall be jointly referred to as “Parties”.

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality in accordance with State of Wisconsin SPS 305 of the Administrative Code. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality as SAFEbuilt, LLC, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of dispute resolution.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months, subsequently, Agreement shall automatically renew for twelve (12) month terms; unless prior notification is delivered to either Party thirty (30) days in advance of the renewal date of this Agreement. In the absence of written documentation, this Agreement will continue in force until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services. Municipality grants Consultant full privilege, non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement. Municipality's sole remedy and Consultant's sole obligation in the event of failure to perform Services in accordance with the terms of this Section shall be re-performance of the services by Consultant.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. As Consultant is an independent contractor, Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

Consultant and Municipality agree that Consultant will be free to contract for similar service to be performed for other employers while under contract with Municipality. Consultant is not an agent or employee of Municipality and is not entitled to participate in any pension plan, insurance, bonus or similar benefits Municipality provides for its employees. Consultant shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharge or any other condition of employment. Consultant employees are not subject to the direction and control of Municipality. Any provision in this Agreement that may appear to give Municipality the right to direct Consultant as to the details of doing the

work or to exercise a measure of control over the work means that Consultant will follow the direction of the Municipality as to end results of the work only.

11. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of sovereign immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OR ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED THE LESSOR OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT.

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the work product, deliverables, applications, records, documents and other materials required for or resulting from the Services, all solely in anonymized form, for purposes of (i) benchmarking of Municipality's and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and

become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services

to Municipality pursuant to this Agreement (“Service Providers”), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant’s trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee’s annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Dan Green, Administrator/Clerk-Treasurer Town of Delafield W302 N1254 Maple Avenue Delafield, Wisconsin 53018 Email: dan.green@townofdelafield.org	Joe DeRosa, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY’S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney’s fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by the laws of the State of Wisconsin and all services to be provided will be provided in accordance with applicable federal, state and local law, without regard to its conflict of laws provisions.

29. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

30. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

31. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

32. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Thomas P. Wilkas, CFO
SAFEbuilt Wisconsin, LLC

Date

Signature
Town of Delafield, Wisconsin

Date

Name and Title
Town of Delafield, Wisconsin

EXHIBIT A – LIST OF SERVICES

1. LIST OF BUILDING DEPARTMENT SERVICES

Consultant's primary inspector will provide the following services to the Municipality utilizing an educational, informative approach to improve the customer's experience.

Administrative/Customer Services

- ✓ Meet with the public on-site at Municipal office on Monday, Wednesday and Friday from 8:00 a.m. to 10:30 a.m. excluding Municipal holidays
- ✓ Provide consistent and responsive customer service at front counter, by phone and email
- ✓ Help guide citizens through the complexities of the codes in order to obtain permit and compliance
- ✓ Form and maintain positive relationships with Municipal staff and maintain a professional image
- ✓ Facilitate the permitting process from initial permit intake to final issuance of permit
- ✓ Review submittal documents and request missing information to ensure packets are complete
- ✓ Issue permits, determine and collect permit fees based on Municipal fee schedule
- ✓ Provide inspection scheduling and tracking to ensure code compliance
- ✓ Log all permits, inspection requests and results into Consultant's software daily
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Issue stop-work notices for non-conforming activities – as needed
- ✓ Work with Municipal Clerk to facilitate Freedom of Information Act (FOIA) requests, if requested

Zoning Administration Services

- ✓ Basic (1 & 2 family) zoning administration associated with building permit applications including:
 - Land use, setbacks, structure/building heights and dimensions, lot coverage and parking
- ✓ Permit research concerning zoning and land use
- ✓ Review of zoning applications to determine permit approval, communicate results to Municipality
- ✓ Preparation of reports and reviews and meeting attendance upon request

Building, Electrical, Plumbing, and Mechanical Inspection Services

- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Code Enforcement Services

The primary focus of any code enforcement program is to achieve compliance without confrontation and at minimum cost. In order to meet the needs of your community we will:

- ✓ Customize our approach at the direction of Municipal Council/Board and staff
- ✓ Customize services in compliance with applicable Municipal code and ordinance requirements

- ✓ Proactively work with Municipality and its citizens to maintain a safe and desirable community
- ✓ Respond to and investigate code violations
- ✓ Post violation notices and provide initial citizen notifications and follow-up inspections
- ✓ Address specific code enforcement issues at the direction of Municipality
- ✓ Provide monthly written reports that include digital photos of violations and action taken
- ✓ Prepare cases for court appearances, provide presentations and attend meetings as needed
- ✓ Participate in educational activities and customer service surveys related to code enforcement
- ✓ Provide statistical, narrative and detailed recap reports within agreed upon frequencies
- ✓ Provide professional recommendations for code revisions – as needed
- ✓ Attend staff meeting and make presentations to Municipal boards as requested
- ✓ Provide agreed upon reports to demonstrate our performance against set measurements

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will provide codes books for front counter use
- ✓ Municipality will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax
- ✓ Municipality will adopt a fee schedule for building department services agreed upon by both Parties

3. TIME OF PERFORMANCE

- ✓ Perform Services during normal business hours excluding Municipal holidays
- ✓ Consultants representative(s) will be available by cell phone and email
- ✓ Consultants representative(s) will meet with the public on designated days and by appointment
- ✓ Dispatch state certified Inspectors on an as-needed basis and when primary inspector is not available

Deliverables			
INSPECTION SERVICES	Perform inspections within twenty-four (24) business hours of receiving inspection request(s) from Municipality		
MOBILE RESULTING	Provide our inspectors with field devices to enter results immediately		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	5 business days	5 business days or less

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Municipality will promptly notify Consultant of any revisions or amendments to Municipal Fee Schedule
- ✓ Municipality will periodically review its Municipal Fee Schedule and valuation tables and make adjustment to reflect increases in the cost incurred by Consultant in providing Services
- ✓ Beginning January 01, 2021 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Building Department Service Fee: <ul style="list-style-type: none"> • Includes two (2) hours of Code Enforcement a week 	65% of Municipal fee as established by ordinance
Code Enforcement Service <ul style="list-style-type: none"> • After two (2) hours a week 	\$82.00 per hour – one (1) hour minimum
Activities/Meetings Where No Permit Fee is Generated - As requested by Municipality	
Normal Business Hours – 8:00 am to 5:00 pm	\$85.00 per hour – one (1) hour minimum
Other Than Normal Business Hours	\$100.00 per hour – one (1) hour minimum
Time tracked includes roundtrip travel time between Consultant's office and Municipality/inspection site.	



Item 8c

A PERFECT ENVIRONMENT

Residential Recreational Responsible

Chair 037
Ron Troy
Supervisors
Pete Van Horn
Edward Kranick
Christie Dionisopoulos
Billy Cooley
Clerk/Treasurer
Dan Green

February 7, 2020

To: Chairman Ron Troy
Cc: Town Board
From: Dan Green, Administrator - Clerk/Treasurer

Item: *Discussion and possible action to adopt Resolution 20-637, A Resolution to amend the Town of Delafield Fee Schedule relating to Building Inspection fees, Right-of-Way Permit fees and Liquor License fees.*

Description:

The building inspector has recommended changes to our fee schedule which will bring it up to date with the neighboring municipalities. The inspector has provided a fee schedule in your packet which recommends changes consistent with the Wisconsin Uniform Building Code Fee Schedule from 2018.

In addition to the building inspection fees, there are proposed changes to licenses and permits from the Clerk's Office and the Department of Public Works. The proposed changes in the Clerk's Office fees and Public Works are described below:

(Liquor and Beer License changes reflect the same fees as the City of Delafield, City of Oconomowoc, Village of Nashotah, City of Waukesha, City of Pewaukee and Village of Hartland.)

Beer Class "A" - Change from \$50.00 to \$100.00

This change is to be consistent with surrounding municipalities. The Class "A" beer and Class "B" beer licenses should be consistent and this fee is within the State Statutes allowable fee amount.

Liquor "Class A" – Added to the fee schedule

This license was not listed in our fee schedule but is described in Chapter 12 of the Town Code. I am proposing a \$500.00 fee for this license to stay consistent with most municipalities in the Milwaukee area and Lake Country area.

Liquor "Class B" – Changed from \$250.00 to \$500.00

This change is also consistent with surrounding municipalities and is within the State Statutes allowable fee amount.

Right of Way Permit – Apply a \$50.00 Fee

The standard practice for local municipalities is to charge a fee for any right-of-way permit whether it is for construction, maintenance, improvements, driveways, walkways, or utilities. A \$50.00 fee is proposed and the range from other municipalities varies. Other municipalities that charge for this fee included the City of Delafield (\$75), Town of Lisbon (\$50), Village of Hartland (\$75) and City of Oconomowoc (\$50).

The Town Board should consider reviewing this fee schedule every year to make sure we are in line with other municipalities. If approved, the recommended changes will be amended on the Town's 2020 fee schedule and posted to the website.

Recommendation:

Staff recommends the adoption of Resolution 20-637, A Resolution to amend the Town of Delafield Fee Schedule relating to Building Inspection fees, Right-of-Way Permit fees and Liquor License fees.

STATE OF WISCONSIN

TOWN OF DELAFIELD

WAUKESHA COUNTY

RESOLUTION NO. 20-637

**A RESOLUTION TO UPDATE THE FEE SCHEDULE FOR THE
TOWN OF DELAFIELD**

WHEREAS, The Town Board, pursuant to its statutory authority, and as required by the Town of Delafield Code of Ordinances, is empowered and required to set fees for various Town services, permits, licenses, inspections and services; and

WHEREAS, the Town Board has reviewed such fees as required to be set throughout the Code; and

WHEREAS, The Town Board has determined appropriate fees consistent with the objective of recouping actual and direct costs attendant with the various matters for which fees are required; and

WHEREAS, The Town Board has determined it is in the public interest to set such fees in a readily discernable format, which format shall be conducive to public disclosure and review.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board adopts such fees as therein set forth, under its statutory authority, and in accord with the various sections of the Town of Delafield Code as therein referenced, and

BE IT FURTHER RESOLVED, that the Town Staff is directed to bring this resolution forward to the Town Board on an annual basis as part of its annual budget review, and

BE IT FURTHER RESOLVED, that Town Staff is directed to maintain this fee schedule at the Town Hall for convenience of the public, and to further publish such fee schedule on the Town website.

PASSED AND ADOPTED by the Town Board of the Town of Delafield, Waukesha County, Wisconsin this 11th day of February, 2020.

TOWN OF DELAFIELD

 Ron Troy, Town Chairman

ATTEST:

 Dan Green, Administrator-Clerk/Treasurer

WISCONSIN UNIFORM BUILDING CODE
SCHEDULE OF PERMIT FEES FOR 2018

		TOWN DELAFIELD	CITY OF PEWAUKEE	TOWN OF NASHOTA	CITY OF FRANKLIN
RESIDENCE, ADDITIONS & ALTERATIONS:					
New Residence (1 & 2 family)	.35/sq.ft.	.21/sq.ft.(all)	.35/sq.ft.(Finsihed/garage)	.30/sq.ft(all areas)	.37/sq.ft(garage,not bsmt)
Residence - Additions	.35/sq.ft.	.21/sq.ft.	.28/sq.ft.	\$8/1000	.37/sq.ft
Remodel & Alterations	.35/sq.ft.	10/1000	.35/sq.ft.	\$8/1000	\$60Min,\$11.75/\$1,000
Accessory Buildings, Detached Garages:					
Accessory Buildings - Over 120 Sqft.	.28/sq.ft	.21/sq.ft.	.25/sq.ft.	.30/sq.ft. plus 75 plan review	.28/sq.ft.
Accessory Buildings - Less than 120 sqft.	\$50.00	.21/sq.ft.	\$50	\$125.00	\$50.00
PLAN EXAMINATION:					
1 or 2 Family	\$235.00	occupancy permit	\$275.00	\$200.00	\$250.00
Remodeling	\$50.00	\$0.00	\$150.00	75/50 occupancy permit	\$50.00
Additions	\$80.00	\$0.00	\$275.00	75/150 occupancy permit	\$80.00
Accessory Building	\$60.00	\$0.00	\$120.00	75/75 occupancy permit	\$60.00
Decks	\$50.00	\$0.00	\$275.00	50 dollar occupancy permit	\$50.00
Swimming Pools	\$50.00	\$0.00	\$0.00		
Minimum permit fee for general permits:					
Electrical Permit, Plumbing & HVAC	\$50.00	.06/floor area+50	.07/floor area plus 100	fixture count	\$60min.
Plumbing Permit		.06/floor area+50	fixture count	fixture count	
HVAC		.06/floor area+50	.05 plus 50	fixture count	
Miscellaneous Permits:					
Decks	\$150.00	.21/Sqft	.25/Floor Area plus plan review	8/1000 min 100	\$75 TO \$150
Swimming Pools:					
Above Ground	50.00 min. \$11.75/\$1,000 valuation	\$60.00	\$50.00	8/1000 min 100	\$50min.
Inground	50.00 min. \$11.75/\$1,000 valuation	\$60.00	\$50.00	8/1000 min 100	\$50min.
Fences		\$55.00	\$50.00	\$50.00	\$60min.
Roof or Siding	\$50.00	\$0.00	\$50min. or \$9/\$1,000	\$50.00	
Occupancy Permit on add/alt	\$50.00	\$50.00	\$50.00	\$150.00	\$50.00
Culvert Permit		\$0.00	No culverts		\$79.00
Erosion Control Permit	\$165.00	\$125.00	Max 200	\$200.00	\$165.00
Wisconsin Uniform Building Permit Seal	\$60.00	\$35.00	\$43.00	\$40.00	\$40.00

**WISCONSIN UNIFORM BUILDING CODE
SCHEDULE OF PERMIT FEES FOR 2019**

Adopted 2/13/19

A.	Minimum permit fee for all permits	\$70.00
B.	Residence - One and Two family and Attached garages Service Fee for Time Extension	\$0.37/sq. ft. 50% of original fee
C.	Residences and Apartments, Three Family and over, Row Housing, Multiple Family Dwellings, Institutional	\$0.37/sq. ft.
D.	Residences - Additions	\$0.37/sq. ft. or fraction thereof
E.	Local Business, Office Buildings or Additions thereto	\$0.35/sq. ft. or fraction thereof
F.	Manufacturing or Industrial (Office Areas to be included under E)	\$0.30/sq. ft. or fraction thereof
G.	Permit to start construction of footings and foundations	\$280.00 Multi-Family , Industrial and Commercial \$210.00 One and Two Families
H.	Agriculture Buildings, Detached Garages and Accessory Buildings	\$0.30/sq. ft. or fraction thereof
I.	All other buildings, structures, alterations and repairs where square footage cannot be calculated	\$12.50/\$1,000.00 valuation
J. **	Heating, Incinerator Units, Wood Burning Appliances, Energy Recovery Ventilators, Heat Pumps, and Split HVAC units Replacement units	\$70.00 per unit
K.	Commercial/Industrial Exhaust Hoods and Exhaust Systems	\$180.00/unit

M. **	Air Conditioning, Heat Pumps, and Split HVAC units Replacement units		70.00 per unit
N.	Wrecking, Razing and Interior Demolition Fees may be waived at the discretion of the Building Inspector		\$85.00 minimum plus \$0.12/sq. ft. with \$850.00 maximum fee per building
O.	Moving buildings over public ways		\$230.00 plus \$0.12/sq. ft.
P.	Re-inspection		\$55.00/inspection
Q.	Plan Examination:		
	1.	One and Two Family Residence	\$250.00
	2.	Apartment, Three Family Residence, Row Housing, Multiple Family Buildings	\$300.00 plus \$27.00/unit
	3	Commercial/Industrial New Commercial/Industrial Alterations and Additions	Per SBD 118 Form must be filled out when plans are submitted
	4.	Additions to One and Two Family Dwellings	\$85.00
	5.	Alterations to One and Two Family Dwellings	\$55.00
	6.	Accessory Buildings, greater than 120 sq. ft.	\$65.00
	7.	Decks, Swimming Pools	\$55.00
	8.	Heating plans, lighting and energy calculations to heating plans submitted separately	\$65.00 each
	10.	Resubmission of previously approved plans	\$55.00
R.	Special Inspections, other than normal working hours, and Reports		\$175.00
S.	Wisconsin Uniform Building Permit Seal		\$65.00

	NOTE 1	Permits may be obtained individually or on one form in the categories of construction, heating, ventilation and air conditioning, electrical and plumbing.	
	NOTE2	An additional fee for plan review may be assessed at the time of application for renewal of the permit.	
T.	Occupancy Permits:	Residential and multi-family	\$55.00/unit, addition, alteration or accessory building over 300 sq. ft.
		Commercial/Industrial New, Alterations and Additions	\$215.00
		Temporary Occupancy Permits (6 mo. or less)	580.00 350.00 refunded per ordinance
U.	Pools - In Ground/Above Ground/Spas		\$12.50/\$1,000.00 valuation \$70.00 minimum
V.	Accessory Structures		
	1.	Decks; less than 100 sf	\$80.00
	2.	Decks; 100 sf or more	\$160.00
	3.	Sheds and Commercial Tents four hundred (400) sf or more and fifty (50) or more occupants	\$70.00
W.	Erosion Control Fees:		
	1.	One and Two Family Lots	\$175.00/Lot
	2.	Multi-Family, Commercial and Industrial	\$205.00/Bldg. plus \$5/1,000.00 sq. ft. of disturbed lot area with a \$2,250.00 maximum
		Other	\$140.00 Minimum
		Other fees charged to the Municipality from other government entities for reviewing plans or permits. Fees charged are required to be paid at the time of application. Failure to obtain permit before work commences	Triple fees -

New Homes, additions and alterations

Plumbing .07 x square footage area plus 60. Minimum 70

Electric .07 x square footage plus 60. Minimum 70

HVAC .07 x square footage plus 60. Minimum 70

Outside sewer \$70

Electric for replacement appliance (Dishwasher, furnace, Ac)

**Plumbing for replacement Appliance (Sump Pump, Dishwasher
Water Heater)**

Item 8d

STATE OF WISCONSIN

TOWN OF DELAFIELD

WAUKESHA COUNTY

ORDINANCE NO. 2020-03

AN ORDINANCE TO REPEAL AND RE-CREATE SECTION 14.05 OF THE TOWN OF DELAFIELD MUNICIPAL CODE, CONCERNING OCCUPANCY AND DITCH BONDS

The Town Board of the Town of Delafield, Waukesha County, Wisconsin, does ordain as follows:

SECTION 1: Section 14.05 of the Town of Delafield Zoning Code is hereby repealed and recreated as follows:

14.05 COMPLETION DEPOSIT REQUIRED

A deposit is required for all new single-family homes. The fee for the deposit shall be as established by Town Board, from time to time, by separate resolution. The sums deposited shall be retained by the Town Clerk until after permanent landscaping of the street yard and any draining ditch has been completed as specified by Section 8.02 (3). In the event any damage is done to the drainage system or road servicing as a result of the construction activities on the property, the deposit shall be used to defray the Town's expense to repair any such damage. The balance of the deposit, after deducting such expenses incurred by the Town to repair the damage, shall be returned to the ~~property owner~~ applicant after the landscaping has been completed and the Building Inspector has found that the building complies with all applicable codes, including the address permanently installed pursuant to Section 8.16(9). The deposit shall be forfeited if occupancy has not been granted after 3 years of the issuance of a building permit. The deposit of the ditch bond shall be forfeited in the event an application for reimbursement of a ditch bond is not made within 3 years of the issuance of a building permit. ~~The deposit shall be forfeited if occupancy occurs before final inspection or extends after a temporary occupancy permit expires. It shall also be forfeited if the exterior is not finished within 2 years of the date the permit is issued. In the event application for reimbursement of a ditch bond is not made within two (2) years of issuance of the final occupancy permit, or~~ In the event an application is made but refused because of the failure of the applicant to comply with the ordinances of the Town of Delafield, such bond shall be forfeited and the money shall be placed in the general fund of the Town of Delafield.

The Building Inspector shall receive a fee pursuant to Section 1.08 from the deposit, or such other sum as may be approved by the Town Board from time to time, to defray the cost of inspecting the premises to ensure compliance with this ordinance, as well as other applicable regulations and ordinances of the Town of Delafield.

SECTION 2: All ordinances or parts of ordinances conflicting with or contravening the provisions of this ordinance are hereby repealed.

SECTION 3: This ordinance shall take effect upon passage and posting as provided by law.

PASSED AND ADOPTED by the Town Board of the Town of Delafield, Waukesha County, Wisconsin this 11th day of February 2020.

TOWN OF DELAFIELD

Ron Troy, Town Chair

ATTEST:

Dan Green, Town Administrator - Clerk/Treasurer

STATE OF WISCONSIN

TOWN OF DELAFIELD

WAUKESHA COUNTY

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Dan Green, Town Administrator - Clerk/Treasurer