



## A PERFECT ENVIRONMENT

Residential      Recreational      Responsible

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

**AMENDED 11/16/2020@12:30 PM**

**TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING  
WEDNESDAY, NOVEMBER 18, 2020 - 5:30 P.M.  
OR IMMEDIATELY FOLLOWING THE BOARD OF ELECTORS MEETING  
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 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 three (3) 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. Public comment on specific agenda items are limited to Town of Delafield Residents only and individuals will have up to three (3) minutes to speak. 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. November 11, 2020 Town Board Minutes
5. Action on vouchers submitted for payment:
  - A. Report on budget sub-accounts and action to amend 2020 budget
  - B. 1) Accounts payable; 2) Payroll
6. Communications (*for discussion and possible action*)
  - A. The passing of Supervisor Pete Van Horn
  - B. Mixed Use Ordinance General Update (Discussion Only)
  - C. Town Board & Plan Commission Procedures
  - D. "The Retreat" Preliminary Plat
7. Unfinished Business - None
8. New Business
  - A. Discussion and possible action on the recommendation from the Plan Commission to approve an application by Al Haubner, N28 W29721 Oakwood Grove Road, for a Certified Survey Map combining multiple parcels and a pending roadway vacation into two lots.
  - B. Discussion and possible action on the recommendation from the Plan Commission to approve an exception to the maximum cul-de-sac length requirement of 1,000 feet required in 18.06(1)(d)3 of the Town Code.
  - C. Discussion and possible action on the appointment of John Schroeder to the Lake Country Fire and Rescue Commission.

- D. Discussion and possible action on the approval of a contract for Police Patrol Services with Waukesha County Sheriff's Department from 2021 to 2025.
  - E. Discussion and possible action on the approval of the 2021 Budget.
  - F. Discussion and possible action on appointing Steve Michels to serve as Town Board Supervisor for the remainder of late Supervisor Van Horn's term, expiring April 19, 2022.
  - G. Discussion and possible action on the appointment of Steve Michels to the Lake Country Fire and Rescue Board, with a term expiring April 30, 2021.
9. Announcements and Planning items
- A. Plan Commission – Tuesday, December 8, 2020 @ 6:00 PM
  - B. Town Board – Tuesday, December 8, 2020 @ 6:00 PM following the Plan Commission
  - C. Town Board – Tuesday, December 22, 2020 @ 6:30 PM

10. Adjournment



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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 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.

**TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING  
NOVEMBER 10, 2020 @ 6:30 PM**

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

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

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

**Third order of business:** Citizen Comments: None

**Fourth order of business:**

- A. Approval of October 27, 2020 Town Board Minutes

*Motion made by Supervisor Dionisopoulos to approve the minutes from October 27, 2020 meeting as presented. Supervisor Cooley seconded. Motion carried 4-0.*

**Fifth order of Business:** Action on vouchers submitted for payment:

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

*Motion by Supervisor Cooley to approve payment of checks #64057-#64059 and #64068-#64160 in the amount of \$136,355.75 and payrolls dated November 13, 2020 in the amount of \$62,177.75. Seconded by Supervisor Kranick. Motion carried 4-0.*

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

- A. Mixed Use Ordinance General Update (Discussion Only)

Chairman Troy explained there will be a final workgroup meeting on Thursday, November 12<sup>th</sup> at Town Hall. The workgroup will be discussing several items to finish up the zoning ordinance and then will move forward to the neighborhood meetings at the Town. He explained that Waukesha County is working on materials for that meeting, and once that is complete, there will be a public hearing at the Plan Commission.

- B. Election & Referendum Results

Chairman Troy explained that the referendum did not pass, to his disappointment. Administrator Green explained the Town had a 92% voter turnout with 4,347 total absentee votes and 2,037 people voting early, in person. He stated all polling locations were run smoothly, though in the morning there were some long lines. He thanked his staff Karen Nipko and Lori Schmeling, who did a great job helping prepare for the Election and assist in early voting. He also thanked all those who came and helped with in-person absentee voting, including Marilyn Krause, Jan Buckley and Nancy Niedziela, who worked extra hours the weeks before the Election and during.

The Board discussed the possibility of putting the referendum on the ballot at another election. They discussed how the Town could get the word out to its residents, through mailings, and flyers as well as inserts in the tax bills. Administrator Green explained residents were confused by the wording of the referendum which the Department of Revenue required for it to be approved.

- C. Waukesha County Sheriff Update

Lieutenant Chadwick Niles gave a report on the traffic study that was conducted the previous month. This was done based on a citizen's comment that was brought forward at the October 14, 2020 meeting. The County took patrol deputies from various shifts with 29 patrols for a total of 31 hours. The majority of vehicles were not

excessively speeding, with most speeds averaging 50 mph. There were 11 traffic stops conducted during that timeframe.

Chairman Troy questioned what actions the Town could take to reduce the speed limit. Lt. Niles stated it would ultimately be up the County Highway Department and County Board to decide. The data does not necessarily support a speed limit reduction. Lt. Niles also discussed Lapham Peak having concerns about the crosswalk on Highway C. There was some discussion about possible warning signs when approaching the crosswalk with lights. Lt. Niles stated this may be something the Town or Lapham Peak may request the County install.

Lt. Niles addressed concerns about parking along Highway C, for those who want to utilize the trails at the State Park. He explained this too would be a request that would need to come from the Town or State Park. Supervisor Dionisopoulos stated there were parking concerns on Cushing Park Road that should be addressed. Lt. Niles stated Cushing Park Road is a town road and can be enforced by the Town, if the ordinance allows.

**Seventh order of Business:** Unfinished Business - None

**Eighth order of Business:** New Business

- A. Discussion and possible action on the payment of an invoice from the Village of Nashotah for \$702.73 for reimbursement for the review of the Lake Country Fire and Rescue intermunicipal agreement.

Chairman Troy explained this was on the agenda months prior. The board took no action that they had not received a bill or heard anything from LCFR or Nashotah. He also explained that he was opposed to the consolidation, until after the referendum. He thinks the invoice should be paid to continue a good working relationship with the other communities. The board agreed.

*Motion by Supervisor Kranick to approve the payment of an invoice amount of \$702.73 from the Village of Nashotah for reimbursement for the review of the Lake Country Fire and Rescue intermunicipal agreement. Seconded by Supervisor Dionisopoulos. Motion carried 4-0.*

- B. Discussion and possible action on the appointment of Steve Michels to the Lake Country Fire and Rescue Commission.

*Motion by Supervisor Kranick to approve the appointment of Steve Michels to the Lake Country Fire and Rescue Commission for a two-year term. Seconded by Supervisor Dionisopoulos. Motion carried 4-0.*

- C. Discussion and possible action on the purchase of lockers for dorms in the Delafield Fire Station.

Chief Mark Hoppe explained he would like to repurpose the capital expenditures by not purchasing turnout gear and hoses. Instead, he explained that lockers would be a better use of the capital funds. It would allow users of the facility to keep clothes and personal belongings inside instead of in their cars.

Chairman Troy stated he called Anthony Arbucias from the Fire Commission, who thought it was a good use of funds. He thought the purchase of lockers would make the building more equipped for the consolidation. Supervisor Kranick stated he thinks it is the right thing to do and would benefit the personnel.

*Motion by Supervisor Kranick to approve the purchase of lockers for the dorms in the Delafield Fire station for a cost not to exceed \$11,275. Seconded by Supervisor Dionisopoulos. Motion passed 4-0.*

- D. Discussion and possible action on the revised contract language with Grota Appraisals, LLC for Maintenance of Assessment Records and Application of Use Values from 2021 to 2023.

Chairman Troy explained there was requested language by the Town's Attorney. He and staff felt comfortable with the drafted language which gives the Town adequate protection, and more detail than most contracts Grota has with their customers.

*Motion by Supervisor Kranick to accept the resignation of Supervisor Cooley from the Town Board effective January 15, 2021. Seconded by Supervisor Dionisopoulos. Motion carried 3-0 with Supervisor Cooley abstaining.*

- E. Discussion and possible action to enter into an agreement with CenturyLink Communications, LLC dba Lumen Technologies Group for dedicated internet and voice services in Town Hall.

The board asked that the completion timeframe be added into the contract. They authorized the Town Administrator to negotiate the terms of the completion date as well as look into increasing the current bandwidth until the installation is complete.

*Motion by Supervisor Kranick to approve an agreement with CenturyLink Communications, LLC dba Lumen Technologies Group for dedicated internet and voice services in Town Hall subject to the Attorney's review of the Master Service Agreement and the Administrator negotiating the execution of the contract. Seconded by Supervisor Dionisopoulos. Motion passed 4-0.*

**Ninth order of Business:** Announcements and Planning items

- A. Plan Commission – Wednesday, November 11, 2020 @ 6:30 PM
- B. Budget Public Hearing and Board of Electors – Wednesday, November 18, 2020 @ 5:30 PM
- C. Town Board – Wednesday, November 18, 2020 @ 5:30 PM following the Budget Public Hearing

**Tenth order of Business:** Adjournment

*Motion by Supervisor Kranick to adjourn the November 10, 2020 Town Board meeting at 7:32 p.m. Seconded by Supervisor Troy. Motion carried 4-0.*

Respectfully submitted:

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Dan Green, CMC/WCMC  
Administrator - Town Clerk/Treasurer

## CHAPTER 2

## THE GOVERNING BODY

|      |   |
|------|---|
| 2.01 | Village Board Powers Adopted            |
| 2.02 | Meetings                                |
| 2.03 | Adjournment to Specific Date            |
| 2.04 | Conduct of Meetings                     |
| 2.05 | Duties of Presiding Officer             |
| 2.06 | Absences                                |
| 2.07 | Vacation of Chair                       |
| 2.08 | Conduct of Deliberations                |
| 2.09 | Appropriation Ordinances or Resolutions |
| 2.10 | Reconsideration                         |
| 2.11 | Transcription of Minutes                |
| 2.12 | Suspension of Rules                     |
| 2.13 | Procedures at Public Hearings           |

## THE GOVERNING BODY

- 2.01 VILLAGE BOARD POWERS ADOPTED. (Am. MSC '85) The Town Board has Village Board powers pursuant to 60.22(3), Wis. Stats., by resolution of the annual Town meeting dated April 2, 1935.
- 2.02 MEETINGS.
- (1) OPEN MEETING LAW. All meetings of the Town Board, committees, boards and commissions shall be open to the public and preceded by public notice as provided in §19.84, Wis. Stats.
  - (2) REGULAR MEETINGS. (Rep. & rec. 98-456) Regular Meetings of the Town Board shall be held on the second and fourth Tuesday of the month at 6:30 p.m. Any regular meeting falling upon a legal holiday shall be held on the day designated by the Board. All meetings of the Board shall be held in the Town Hall, including special and adjourned meetings, unless otherwise designated. Notice of a substitute meeting place shall be given the public by posting a written notice of the substitute meeting place and time thereof on the outer door of the Town Hall at least 8 hours prior to such meeting.
  - (3) SPECIAL MEETINGS. (Rep. & rec. 2013-09) Special meetings of the Town Board may be called in one of the following ways: (a) by the Town Chair, with oral or written notice to the Town Clerk; or (b) by duly adopted motion of the Town Board, made and adopted at a properly noticed preceding Town Board meeting; or (c) by any 2 Supervisors in writing, filed with the Clerk at least 36 hours prior to the time specified for such meeting. When a special Town Board meeting is called, by any such method, the Town Clerk shall immediately notify each Supervisor of the time and purpose of such meeting by causing a written notice thereof to be delivered to each Supervisor personally, if such Supervisor can be found, and if such Supervisor cannot be found, then by leaving a copy of such notice at the home of such Supervisor in the presence of an adult member of the family of the Supervisor. Only the business for which such special meeting was called shall be transacted at the special meeting.
- 2.03 ADJOURNMENT TO SPECIFIC DATE. The Board may by a majority vote adjourn any regular or special meeting from time to time to a specific date and hour.
- 2.04 CONDUCT OF MEETINGS.
- (1) The business of the Board shall be conducted in the following order: (Am. #187)(Am. #95-374)
    - (a) Call to order by presiding officer.
    - (b) Pledge of allegiance.
    - (c) Roll Call. (If a quorum is not present, the meeting shall thereupon adjourn, which may be to a specific date pursuant to §2.03).
    - (d) Reading the minutes of the preceding meeting, and approving the same if correct, and rectifying mistakes if any exist.
    - (e) Reports of committees and officers.
    - (f) Unfinished business from previous meetings.
    - (g) New business, including introduction of ordinances and resolutions.
  - (2) In the absence of the Clerk the Chairman shall appoint a Clerk pro tem.
- 2.05 DUTIES OF PRESIDING OFFICER. The Chairman at the stated hour shall call the meeting to order. He shall preserve order and decorum, decide all questions of order, and conduct the proceedings of the meeting in accordance with the parliamentary rules contained in Roberts' Rules of Order, current edition, unless otherwise provided by statute or by these rules. Any member shall have the right of appeal from a decision of the presiding officer. No appeal shall be debatable, and the appeal may be sustained by a majority of the members present, exclusive of the Chairman.
- 2.06 ABSENCES. If the Chairman is absent at the designated time for any meeting, the Clerk or, in his absence, the senior Supervisor present, based on date of original elections as Supervisor, shall call the meeting to order and preside until the Board shall by motion select an acting Chairman for that meeting.
- 2.07 VACATION OF CHAIR. Whenever the presiding officer shall desire to speak upon any question, or to make any motion, he shall vacate the chair and designate a Supervisor to preside temporarily.

2.08 CONDUCT OF DELIBERATIONS. The deliberations of the Board shall be conducted in the following manner:

- (1) No Supervisor shall address the Board until he has been recognized by the presiding officer. He shall thereupon address himself to the Chairman and confine his remarks to the question under discussion and avoid all personalities.
- (2) When 2 or more members simultaneously seek recognition the presiding officer shall name the member who is to speak first.
- (3) No person other than a member shall address the Board except under order of business as provided in §2.04.
- (4) No motion shall be discussed or acted upon unless and until it has been seconded, unless the rules permit one Supervisor to initiate action. No motion shall be withdrawn without the consent of the person making the same and the person seconding it.
- (5) When a question is under discussion, no action shall be in order, except to adjourn, to lay on the table, move the previous question, to postpone to a certain day, to refer to a committee, to amend, to postpone indefinitely. These motions shall have precedence in the order listed.
- (6) Any member desirous of terminating the debate may move the previous question, in which event the Chairman shall announce the question as "Shall the main question now be put?" If a majority of the members present vote in the affirmative, the main question shall be taken without further debate, its effect being to put an end to all debate and bring the Board to a direct vote, first upon any pending amendments, and then upon the main question.
- (7) Any Supervisor may demand an aye and nay vote on any matter and such vote shall be entered in the proceedings. Every member shall vote when a question is put unless the Board by a majority vote of those present shall excuse him for special cause. A majority vote of all members of the Board in favor of any proposed ordinance, resolution or appointment shall be necessary for passage or approval, unless a larger number is required by statute, except as otherwise provided a majority vote of those present shall prevail in other cases.
- (8) A motion to adjourn shall always be in order, and a motion to adjourn, to lay on the table, and a call for the previous question shall be decided without debate.
- (9) No member of the Board, whether he be a Supervisor or the Town Chairman, shall vote on any question involving his own character or conduct, his right as a member or his pecuniary interest.

2.09 APPROPRIATION ORDINANCES OR RESOLUTIONS. All ordinances or resolutions appropriating money or creating any charge against the Town other than the payment of claims for purchases or work previously authorized by the Board shall only be acted upon by the Board at the next regular meeting, provided this provision may be suspended by affirmative action of all members of the Board. A roll call vote shall be taken and recorded on all appropriations.

2.10 RECONSIDERATION. Any member voting in the majority may move for a reconsideration of the vote of any question at that meeting or at the succeeding regular meeting. A motion to reconsider being put and lost shall not be renewed. A Supervisor may not change his vote on any question after the result has been announced.

2.11 TRANSCRIPTION OF MINUTES. Within 10 days after each meeting of the Board, the Clerk shall supply to each Supervisor at his residence a typewritten copy of the proceedings thereof which is perforated for insertion in a ring binder. By majority action of those present the Board may dispense with the reading of the minutes at the ensuing meeting.

2.12 SUSPENSION OF RULES. These rules or any part thereof may be temporarily suspended in connection



with any matter under consideration by a recorded vote of 2/3 of the members present.

- 2.13 PROCEDURES AT PUBLIC HEARINGS. (Cr. #95-392) The Board shall be responsible for preparing written procedures for the conduct for all public hearings before the Board and the Plan Commission. A copy of the written procedures shall be maintained at all times in the Clerk's office and those procedures shall be made available to the general public for review.

# PRELIMINARY SUBDIVISION PLAT "THE RETREAT"

UNPLATTED LANDS BEING PART OF THE NE 1/4 AND THE SE 1/4 OF THE NW 1/4, OF SECTION 36, TOWN 7 NORTH, RANGE 18 EAST, TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN

OWNER:  
ARCHEBALD AND JUDITH PEQUET  
54WB2701 NORMS RD.  
WAUKESHA, WI 53188  
262-305-2931

DEVELOPER:  
JON SPEERIS  
175 E. WISCONSIN AVE., SUITE A  
OCONOMOWOC, WI 53066  
262-261-0758

ENGINEER:  
LAKE COUNTRY ENGINEERING  
ROB DAVY  
970 S. SILVER LAKE ST. STE 105  
OCONOMOWOC, WI 53066  
262-569-9331

SURVEYOR:  
LANDTECH SURVEYING, LLC  
JOHN DOWNING  
111 W. 2ND ST.  
OCONOMOWOC, WI 53066  
262-367-7599

- REVIEWING AUTHORITIES:
- TOWN OF DELAFIELD
  - CITY OF WAUKESHA (EXTRATERRITORIAL)
  - WAUKESHA COUNTY
  - WI DEPARTMENT OF ADMINISTRATION

TOTAL PARCEL AREA  
INCLUDING AREA TO BE DEDICATED  
49.556 ACRES (2,158,641 S.F.)  
LESS ROAD WAY TO BE DEDICATED  
45.197 ACRES (1,968,775 S.F.)

**CURRENT ZONING**

A-2

- BUILDING LOCATION**
- ROAD SETBACK = 50'
  - REAR YARD SETBACK = 20' OR P.E.C.
  - SIDE YARD SETBACK = 20' OR P.E.C.
- (SEE LOT 1 FOR DETAIL)

**LOT SIZE**

- MINIMUM AREA: 60,000 S.F.
- MINIMUM AVERAGE WIDTH: 175'

**NOTES:**

- EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDED FRACTIONAL OWNERSHIP IN OUTLOT 1, OUTLOT 2 AND OUTLOT 3. TOWN OF DELAFIELD SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL CHARGES IN THE EVENT THEY BECOME THE OWNER OF ANY LOT OR OUTLOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY. OUTLOTS 1, 2 AND 3, SHALL BE USED FOR STORM WATER MANAGEMENT FACILITIES.
- EXISTING CONTOUR INFORMATION ON NORMS RD. WAS FIELD SURVEYED BY LANDTECH SURVEYING LLC. LANDS OUTSIDE OF NORMS RD. ARE PER WAUKESHA COUNTY GIS.
- THIS DEVELOPMENT WILL BE SERVED BY PRIVATE WELLS AND SEPTIC SYSTEMS.
- ALL LOTS HAVE AT LEAST A 125' MINIMUM AVERAGE WIDTH.
- CONTOURS ARE PER WAUKESHA COUNTY GIS.
- ISOLATED NATURAL RESOURCE AREA WAS DELINEATED BY DAVE MEYER OF WETLAND & WATERWAY CONSULTING, LLC, AUGUST 2020.
- THE UNDERGROUND UTILITIES AS SHOWN ON THIS SURVEY ARE SHOWN PER DICER'S HOTLINE MARKINGS AND OR UTILITY PLANS PROVIDED. THE SURVEYOR DOES NOT CERTIFY OR GUARANTEE THE EXACT LOCATIONS OF THE UTILITIES, WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.
- DIGGERS HOTLINE LOCATE TICKET NUMBERS: 20203505400, 20203505402.

**ISOLATED NATURAL RESOURCE PRESERVATION AREA RESTRICTIONS**

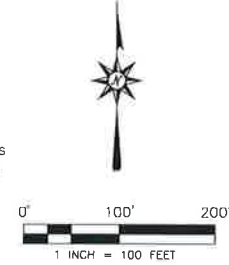
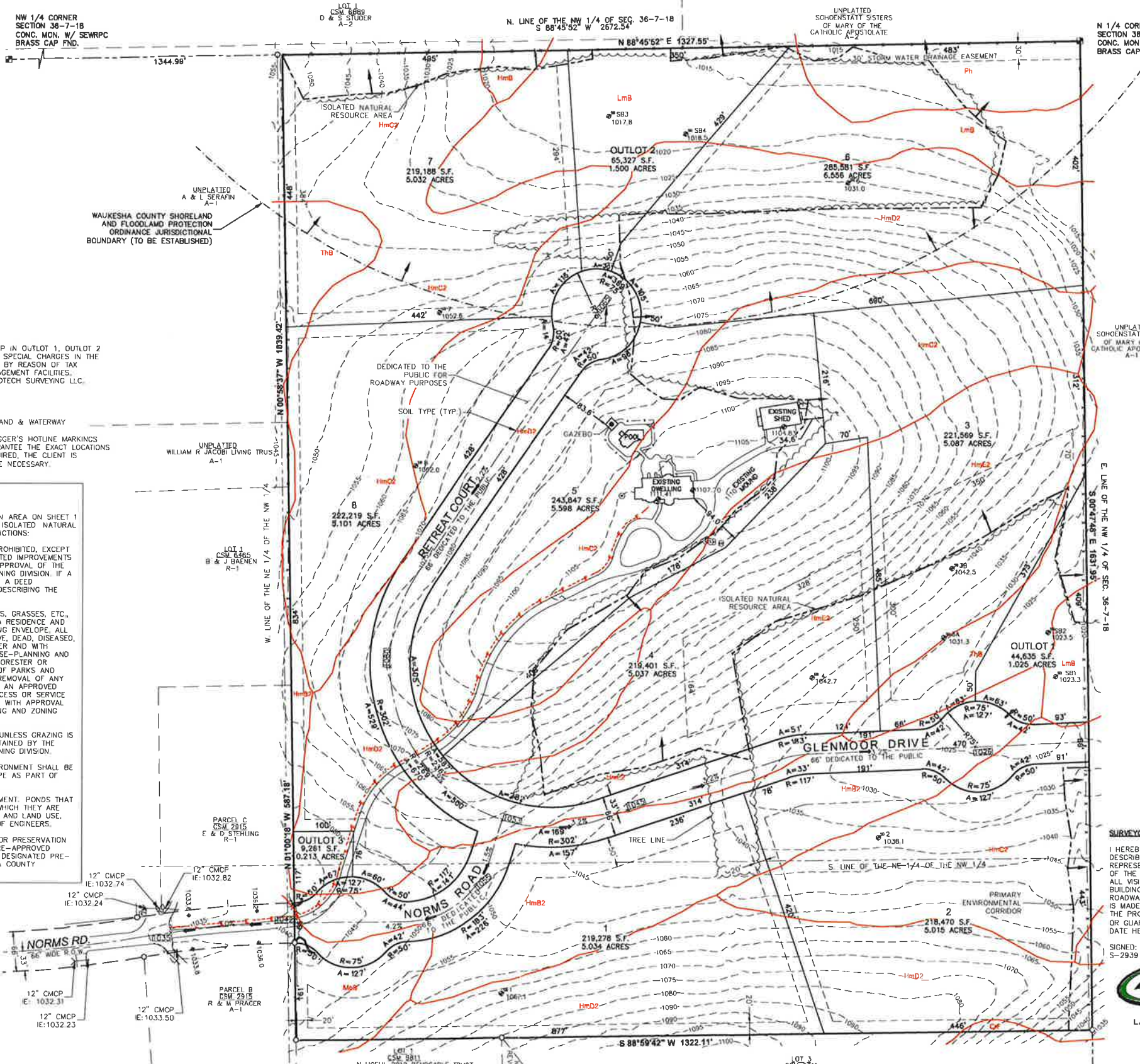
THOSE AREAS OF LAND IDENTIFIED AS ISOLATED NATURAL RESOURCE PRESERVATION AREA ON SHEET 1 OF 1 OF THIS SUBDIVISION PLAT MAP SHALL BE CONSIDERED TO BE IN A ISOLATED NATURAL RESOURCE PRESERVATION AREA AND SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

- GRAZING, FILLING, REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED, EXCEPT IN CONJUNCTION WITH THE CONSTRUCTION OF A RESIDENCE AND OTHER PERMITTED IMPROVEMENTS IN A DESIGNATED PRE-APPROVED BUILDING ENVELOPE OR WITH THE SPECIFIC APPROVAL OF THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION. IF A DESIGNATED BUILDING ENVELOPE IS NOT SHOWN ON THIS PLAT, OR IS MODIFIED, A DEED RESTRICTION SHALL BE RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS DESCRIBING THE PERMITTED AREA OF DISTURBANCE AT TIME OF ZONING PERMIT ISSUANCE.
- THE REMOVAL OR DESTRUCTION OF ANY VEGETATIVE COVER, I.E., TREES, SHRUBS, GRASSES, ETC., IS LIMITED TO THE AREA NECESSITATED BY THE APPROVED CONSTRUCTION OF A RESIDENCE AND OTHER PERMITTED IMPROVEMENTS WITHIN A DESIGNATED PRE-APPROVED BUILDING ENVELOPE. ALL OTHER VEGETATION REMOVAL IS PROHIBITED, WITH THE EXCEPTION THAT INVASIVE, DEAD, DISEASED, OR DYING VEGETATION MAY BE REMOVED AT THE DISCRETION OF THE LANDOWNER AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION. SILVICULTURAL THINNING, UPON THE RECOMMENDATION OF A FORESTER OR NATURALIST AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION, SHALL ALSO BE PERMITTED. THE REMOVAL OF ANY VEGETATIVE COVER THAT IS NECESSITATED TO PROVIDE ACCESS OR SERVICE TO AN APPROVED RESIDENCE OR ACCESSORY BUILDING, SHALL BE PERMITTED ONLY WHEN THE ACCESS OR SERVICE CANNOT BE LOCATED OUTSIDE OF THE PRIMARY ENVIRONMENTAL CORRIDOR AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION.
- GRAZING BY DOMESTICATED ANIMALS, I.E., HORSES, COWS, ETC. IS PROHIBITED, UNLESS GRAZING IS CONDUCTED IN ORDER TO MANAGE INVASIVE VEGETATION AND APPROVAL IS OBTAINED BY THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION.
- THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT SHALL BE PROHIBITED, UNLESS INTRODUCED WITHIN THE PRE-APPROVED BUILDING ENVELOPE AS PART OF RESIDENTIAL LANDSCAPING.
- PONDS ARE PROHIBITED UNLESS DESIGNED TO ENHANCE THE NATURAL ENVIRONMENT. PONDS THAT MAY BE PERMITTED ARE SUBJECT TO THE APPROVAL OF THE MUNICIPALITY IN WHICH THEY ARE LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
- THE CONSTRUCTION OF BUILDINGS WITHIN THE PRIMARY ENVIRONMENTAL CORRIDOR PRESERVATION AREA IS PROHIBITED, EXCEPT AS MAY BE SPECIFICALLY PROVIDED FOR BY A PRE-APPROVED BUILDING ENVELOPE ON THE SUBDIVISION PLAT. ANY ALTERATIONS TO SUCH A DESIGNATED PRE-APPROVED BUILDING ENVELOPE WILL REQUIRE THE APPROVAL OF THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION.

**SURVEYOR'S DESCRIPTION**

UNPLATTED LANDS BEING PART OF THE NE 1/4 AND THE SE 1/4 OF THE NW 1/4 OF SECTION 36, TOWN 7 NORTH RANGE 18 EAST TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.  
COMMENCING AT THE NORTHWEST 1/4 OF SECTION 36, TOWN 7 NORTH RANGE 18 EAST ALSO BEING THE POINT OF BEGINNING; THENCE S 00°47'48" E ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION, 1631.95 FEET TO A POINT NORTH EAST CORNER OF LOT 3 OF CSM 9811; THENCE S 88°59'42" W ALONG THE NORTH LINE OF LOTS 3, AND 1 OF CSM 9811, 1322.11 FEET TO A POINT LYING ON THE EAST LINE OF PARCEL B OF CSM 2915; THENCE N 01°00'18" W, ALONG THE EAST LINE OF PARCEL B AND C OF CSM 2915, 587.18 FEET TO THE SOUTH LINE OF LOT 1 OF CSM 6465; THENCE N 00°58'37" W ALONG THE EAST LINE OF LOT 1 OF CSM 6465 AND AN EXTENSION OF SAID LINE, 1039.42 FEET, TO THE NORTH LINE OF THE NW 1/4 OF SAID SECTION; THENCE N 88°45'52" E, ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION, 1327.55 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 2,158,641 SQUARE FEET, 49.556 ACRES



BEARINGS BASED ON GRID NORTH OF THE WISCONSIN STATE PLANE. COORDINATE SYSTEM SOUTH ZONE GRID (NAD 27) AND REFERENCED TO THE NORTH LINE OF THE NW 1/4 OF SEC. 36-7-18 PUBLISHED BY SEWRPC AS N88°45'52" W. VERTICAL DATUM IS NGVD 29.

**LEGEND**

- SECTION CORNER MONUMENT FOUND 1" IRON PIPE OR NOTED
- CMCP CULTVERT
- SEPTIC VENT
- SEPTIC CLEANOUT
- WELL
- TV PED
- ELECTRIC PED
- FLOOR ELEVATION
- EXISTING SPOT GRADE
- EXISTING CONTOUR
- WIRE FENCE
- TREE LINE
- UNDERGROUND ELEC. (PER PLAN)
- PROPOSED SLOPE
- PROPOSED ELEVATION
- SOIL BORE



**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS, ROADWAY AND VISIBLE ENCROACHMENTS, IF ANY. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE, THE TITLE THERETO WITHIN ONE (1) YEAR FROM DATE HEREOF.

SIGNED: JOHN D. DOWNING, PROFESSIONAL LAND SURVEYOR S-2939

**LandTech SURVEYING**  
LAND SURVEYING • LAND PLANNING  
111 W. SECOND STREET  
OCONOMOWOC, WI 53066  
WWW.LANDTECHWI.COM  
(262) 367-7599

CENTER OF SECTION 36-7-18 CONC. MON. W/ SEWRPC BRASS CAP COMP.  
09/02/2020  
PROJ. NO: 17137  
SHEET 1 OF 1

## Plan Commission Report for November 11, 2020

### **Haubner CSM Agenda Item No. 5 C**

|                   |  |
|-------------------|--|
| Applicant:        | Al Haubner, owner and representative of Stellar III, LLC                                   |
| Project:          | Lot Combination CSM  |
| Requested Action: | Approval of a CSM to combine various existing lots and pending right-of-way vacation area. |
| Zoning:           | R-3 Residential (Waukesha County)  |
| Location:         | N28 W29721 Oakwood Grove Road  |

### **Report**

Mr. Haubner has submitted a Certified Survey Map (CSM) that combines six parcels defined by tax key numbers and a pending unnamed road right-of-way vacation area and into two parcels. The resulting parcels each have one existing home on them. The reconfiguration of Lot 1 will allow direct access to Oakwood Grove Road. Lot 2 currently has access to Oakwood Grove Road via a driveway on the property. Lot 2 has frontage along Oakwood Grove Road of approximately 41 feet, albeit around a corner.

The CSM has been reviewed and requires minor technical corrections, including the clarification of the note that states that the 14' strip of land located west of Lot 2 shown as a 14' wide alley. The lot line between Lot 1 and Lot 2, south of the pending road vacation lands, is not changing.

A new ingress and egress easement is being provided on the northerly 20 feet of Lot 2 for the benefit of accessing Lot 1 of CSM 11933 located east of the proposed CSM (French property). Lot 1 of CSM 11933 connects to Fransican Road to the north, so this access will be a secondary access to the property.

### **Staff Recommendation:**

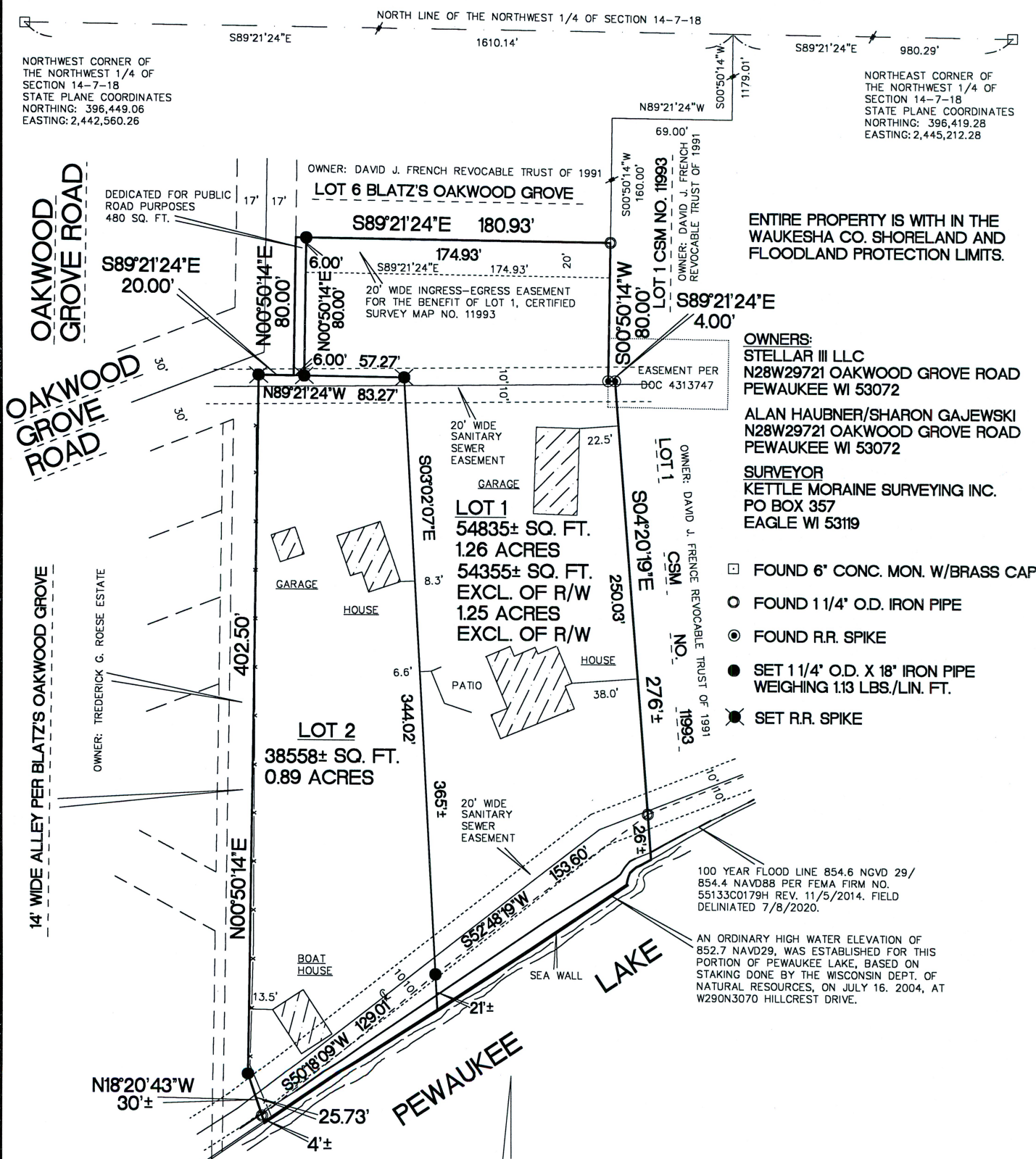
I recommend approval of the CSM dated October 16, 2020, subject to the following conditions prior to execution by the Town officials:

- Resolution of all technical comments provided by the Town Engineer
- Resolution of Waukesha County staff comments

Tim Barbeau, Town Engineer  
November 2, 2020

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

Being part of Lots 1, 2, 3, 4 and 5, of Blatz's Oakwood Grove Subdivision, including land known as an Unnamed Road which has been vacated as Document No. \_\_\_\_\_, and other unplatted lands, being a part of Government Lot 2, being a part of the Southeast 1/4 of the Northwest 1/4 of Section 14, Town 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin.



ENTIRE PROPERTY IS WITH IN THE WAUKESHA CO. SHORELAND AND FLOODLAND PROTECTION LIMITS.

**OWNERS:**  
 STELLAR III LLC  
 N28W29721 OAKWOOD GROVE ROAD  
 PEWAUKEE WI 53072

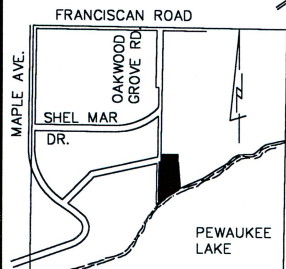
ALAN HAUBNER/SHARON GAJEWSKI  
 N28W29721 OAKWOOD GROVE ROAD  
 PEWAUKEE WI 53072

**SURVEYOR**  
 KETTLE MORaine SURVEYING INC.  
 PO BOX 357  
 EAGLE WI 53119

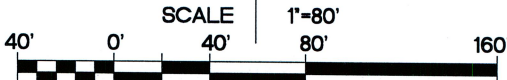
- FOUND 6" CONC. MON. W/BRASS CAP
- FOUND 1 1/4" O.D. IRON PIPE
- FOUND R.R. SPIKE
- SET 1 1/4" O.D. X 18' IRON PIPE WEIGHING 1.13 LBS./LIN. FT.
- SET R.R. SPIKE

100 YEAR FLOOD LINE 854.6 NGVD 29 / 854.4 NAVD88 PER FEMA FIRM NO. 55133C0179H REV. 11/5/2014. FIELD DELINIATED 7/8/2020.

AN ORDINARY HIGH WATER ELEVATION OF 852.7 NAVD29, WAS ESTABLISHED FOR THIS PORTION OF PEWAUKEE LAKE, BASED ON STAKING DONE BY THE WISCONSIN DEPT. OF NATURAL RESOURCES, ON JULY 16, 2004, AT W29N3070 HILLCREST DRIVE.



**LOCATION MAP**  
 NW 1/4 SEC. 14-7-18  
 1"=2000'

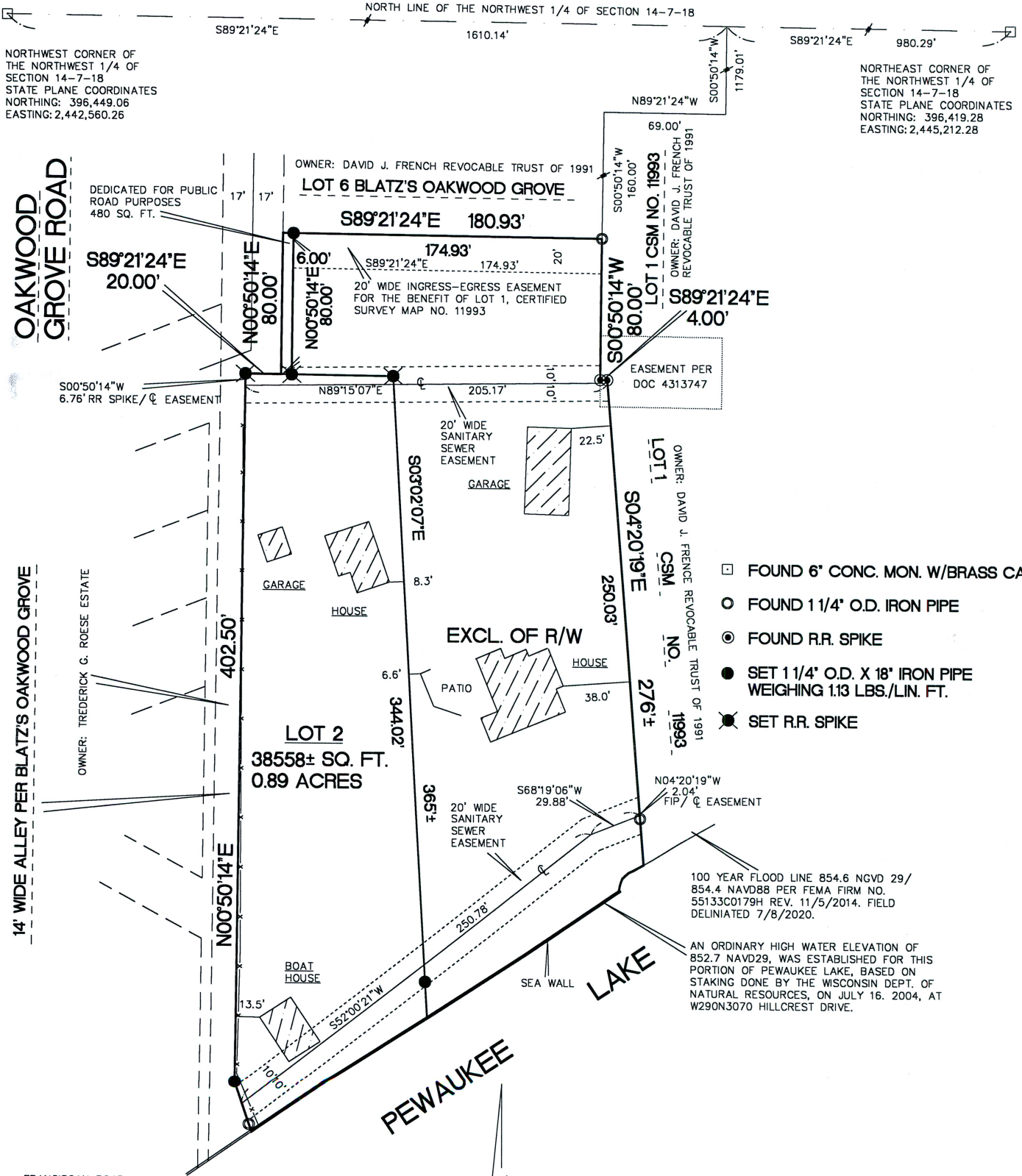


BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. THE BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 14-7-18 AND IS ASSUMED TO BEAR N89°21'24" WEST, (NAD27).

**TERRANCE E. PISAREK S-1930**  
 DATED THIS 16TH DAY OF OCTOBER, 2020

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being part of Lots 1, 2, 3, 4 and 5, of Blatz's Oakwood Grove Subdivision, including land known as an Unnamed Road which has been vacated as Document No. \_\_\_\_\_, and other unplatted lands, being a part of Government Lot 2, being a part of the Southeast 1/4 of the Northwest 1/4 of Section 14, Town 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin.



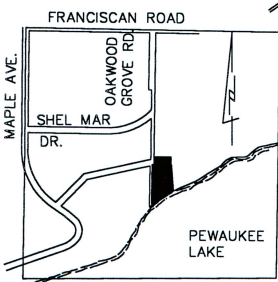
NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 14-7-18  
STATE PLANE COORDINATES  
NORTHING: 396,449.06  
EASTING: 2,442,560.26

NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 14-7-18  
STATE PLANE COORDINATES  
NORTHING: 396,419.28  
EASTING: 2,445,212.28

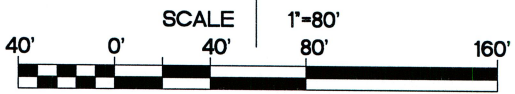
- FOUND 6" CONC. MON. W/BRASS CAP
- FOUND 1 1/4" O.D. IRON PIPE
- ⊙ FOUND R.R. SPIKE
- SET 1 1/4" O.D. X 18' IRON PIPE WEIGHING 1.13 LBS./LIN. FT.
- ⊗ SET R.R. SPIKE

100 YEAR FLOOD LINE 854.6 NGVD 29/  
854.4 NAVD88 PER FEMA FIRM NO.  
55133C0179H REV. 11/5/2014. FIELD  
DELIMITED 7/8/2020.

AN ORDINARY HIGH WATER ELEVATION OF  
852.7 NAVD29, WAS ESTABLISHED FOR THIS  
PORTION OF PEWAUKEE LAKE, BASED ON  
STAKING DONE BY THE WISCONSIN DEPT. OF  
NATURAL RESOURCES, ON JULY 16, 2004, AT  
W290N3070 HILLCREST DRIVE.



LOCATION MAP  
NW 1/4 SEC. 14-7-18  
1"=2000'



BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. THE BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 14-7-18 AND IS ASSUMED TO BEAR N89°21'24" WEST, (NAD27).

TERRANCE E. PISAREK S-1930  
DATED THIS 16TH DAY OF OCTOBER, 2020

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

Being part of Lots 1, 2, 3, 4 and 5, of Blatz's Oakwood Grove Subdivision, including land known as an Unnamed Road which has been vacated as Document No. \_\_\_\_\_, and other unplatted lands, being a part of Government Lot 2, being a part of the Southeast ¼ of the Northwest ¼ of Section 14, Town 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin.

**SURVEYORS CERTIFICATE**

I, Terrance E. Pisarek, Professional Land Surveyor, do hereby certify: That I have surveyed, divided and mapped a parcel of land Being part of Lots 1, 2, 3, 4 and 5, of Blatz's Oakwood Grove Subdivision, including land known as an Unnamed Road which has been vacated as Document No. \_\_\_\_\_, and other unplatted lands, being a part of Government Lot 2, being a part of the Southeast ¼ of the Northwest ¼ of Section 14, Town 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin, described as follows: Commencing at the Northwest corner of the Northwest ¼ of said Section 14; thence South 89°21'24" East along the North line of the Northwest ¼ of said Section 14, 1610.14 feet; to a Westerly line of Lot 1, Certified Survey Map No. 11993 extended Northerly; thence South 00°50'14" West along said Westerly line, 1179.01 feet to a Northerly Line of said Lot 1; thence North 89°21'24" West along said Northerly line and parallel with the North line of the Northwest ¼ of said Section 14, 69.00 feet to a Westerly line of said Lot 1 and the Easterly line of Lots 5, 6, 7, and 8 of said Blatz's Oakwood Grove Subdivision; thence South 00°50'14" West along said Westerly and Easterly line, 160.00 feet to the Northeast corner of said Lot 5 and the Point of Beginning; thence continuing South 00°50'14" West along said Westerly and Easterly line, 80.000 feet to a Northerly line of Lot 1 of said Certified Survey Map No. 11993; thence South 89°21'24" East along said Northerly line and parallel to the North line of the Northwest ¼ of said Section 14, 4.00 feet to a Westerly line of said Lot 1; thence South 04°20'19" East along said Westerly line, 250.03 feet to a meander line of Pewaukee Lake; thence South 52°48'19" West along said meander line, 153.60 feet; thence South 50°18'09" West along said meander line, 129.01 feet; thence North 18°20'43" West, 25.73 feet to the Westerly line of Lot 4 of said Blatz's Oakwood Grove Subdivision; thence North 00°50'14" East along said Westerly line and said Westerly line extended Northerly, 402.50 feet; thence South 89°21'24" East, 20.00 feet to the Westerly line of Lot 5 of said Blatz's Oakwood Grove Subdivision extended Southerly; thence North 00°50'14" East along said Westerly line, 80.00 feet to the Northerly line of said Lot 5; thence South 89°21'24" East along said Northerly line and parallel with the North line of the Northwest ¼ of said Section 14, 180.93 feet to the Point of Beginning. Also those lands lying between the Shore of Pewaukee Lake and the said meander line, being bordered on the East and West by the Easterly and Westerly lines extended Southerly to the Lake shore as shown on this Plat. dedicating the Westerly 6.00 feet as shown on this Certified Survey Map for Public Road purposes, containing 2.14 acres of land exclusive of dedicated right of way.

That I have made such survey, land division and map by the direction of Stellar III LLC, Alan Haubner and Sharon Gajewski, Owners of the land

That such map is a true and correct representation of all exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the ordinances of the Town of Delafield in surveying, dividing and mapping the same.

Dated this 16<sup>th</sup> Day of October, 2020

\_\_\_\_\_  
**Terrance E. Pisarek S-1930**

**OWNERS CERTIFICATE**

I, Alan Haubner and Sharon Gajewski as Owners and Alan Haubner as Representative for Stellar III LLC, Owner, do hereby certify that we have caused the land described to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of Chapter 236 of the Wisconsin State Statutes and the Town of Delafield Land Division Ordinance.

We also certify that this plat is required to be approved by the following: Town of Delafield, Waukesha County and the Village of Hartland.

Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
**Alan Haubner Representative**

\_\_\_\_\_  
**Alan Haubner, Owner**

\_\_\_\_\_  
**Sharon Gajewski, Owner**

State of Wisconsin)  
County of Waukesha)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ the above named persons, to me be known to be the persons who signed the foregoing Instrument and acknowledged that they executed the same.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**CERTIFIED SURVEY MAP NO.** \_\_\_\_\_

Being part of Lots 1, 2, 3, 4 and 5, of Blatz's Oakwood Grove Subdivision, including land known as an Unnamed Road which has been vacated as Document No. \_\_\_\_\_, and other unplatted lands, being a part of Government Lot 2, being a part of the Southeast ¼ of the Northwest ¼ of Section 14, Town 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin.

**TOWN BOARD APPROVAL**

Approved by the Town of Delafield Town Board on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**Ronald A. Troy, Chairman**

\_\_\_\_\_  
**Daniel Green, Town Clerk/Treasurer**

**PLAN COMMISSION APPROVAL**

Approved by the Town of Delafield Plan Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**Kevin Fitzgerald, Chairman**

**Daniel Green, Town Clerk/Treasurer**

**VILLAGE OF HARTLAND EXTRA TERRITORIAL APPROVAL**

This Certified Survey Map was approved by the Village of Hartland on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**Jeffrey Pfannerstill, President**

\_\_\_\_\_  
**Darlene Igl, Clerk**

**WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE APPROVAL**

The above, which has been filed for approval as required by Section 236 of the Wisconsin Statutes, is hereby approved on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**Dale Shaver, Director**

**BASEMENT RESTRICTION-GROUNDWATER**

This Certified Survey Map is located in an area with mapped soils that may have seasonal high groundwater. The Waukesha County Shoreland and Floodland Protection Ordinance currently requires that the lowest level of any residence must be at an elevation that is at least one (1) foot higher than the highest seasonal groundwater level, unless a variance from that requirement is obtained from the Waukesha County Board of Adjustment. Therefore, additional soil testing in the vicinity of any proposed residence or addition will be required to ensure compliance with this requirement. If the requirement regarding vertical separation distance from the highest seasonal groundwater level is modified by a future amendment to the Waukesha County Shoreland and Floodland Protection Ordinance, the requirement at the time of construction shall apply.

Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the State constitution.

Dated this 16<sup>th</sup> Day of October, 2020

Contract for Police Patrol Services  
Between Waukesha County and Town of Delafield

This contract is hereby entered into between WAUKESHA COUNTY, a municipal corporation, hereinafter referred to as "COUNTY" and the TOWN OF DELAFIELD, a municipal corporation, hereinafter referred to as "MUNICIPALITY" as follows:

1. The COUNTY shall furnish to the MUNICIPALITY police patrol services to be rendered by one deputy per shift with all necessary equipment for one shift for the following period: 3:00 p.m. to 11:00 p.m. two days per week. The assignment regarding which two days of patrol coverage is provided will be in the discretion of the Sheriff. The MUNICIPALITY shall have the right to change this schedule of hours upon thirty (30) days written notice to the Sheriff of Waukesha County provided that the hours within a shift always remain consecutive and the Sheriff agrees to the change.
2. The Sheriff shall have supervisory control over the personnel providing these services. The Sheriff shall retain the final authority to make decisions as to the manner in which services shall be rendered.
3. The Sheriff will provide patrol functions as follows:
  - (a) During patrol hours, the patrol unit will provide continual patrol in the MUNICIPALITY. The unit will be first responder to all dispatched events in the MUNICIPALITY. The unit will begin and end its patrol tour from a location mutually agreed upon by the MUNICIPALITY and the COUNTY. It may leave the boundaries of the MUNICIPALITY in those situations that would require mutual aid assistance by the COUNTY or neighboring municipality.
  - (b) Every effort will be made to respond to MUNICIPALITY needs and desires. The MUNICIPALITY will designate a liaison person(s) to provide the Sheriff with any information as to concentration of patrol efforts, special assignments, etc. the MUNICIPALITY desires.
  - (c) To ensure continuity, the Sheriff will assign officers to the MUNICIPALITY patrol on an annual basis whenever possible. The Sheriff will consider requests by the MUNICIPALITY for changes in assignment, but retains final authority in those assignments.
  - (d) The MUNICIPALITY will be provided with a vehicle for use by the deputy sheriff assigned to the MUNICIPALITY'S contract. Each year, the MUNICIPALITY will be responsible for paying a portion of the cost of the vehicle based on the anticipated use of the vehicle for dedicated contract patrol. A portion of the equipment installed in the vehicle will be assessed to the MUNICIPALITY through a yearly charge based on the average use life of the equipment and the acquisition cost of the equipment. All vehicles furnished by the COUNTY under this contract shall carry the identifying marks of the Sheriff's



Police Services Contract – Waukesha Sheriff and Town of Delafield  
2021-2025  
Page 2 of 5

Department. However, the Waukesha County Sheriff reserves the right under this contract to use any vehicle or equipment as he deems necessary under the circumstances. All vehicles shall remain the property of the COUNTY.

- (e) The MUNICIPALITY will be assessed a yearly charge for equipment (other than the equipment installed in the vehicle and referred to in the section above) used by the COUNTY to perform the duties outlined in the contract. The equipment shall remain the property of the COUNTY.

4. Payment terms are:

- (a) The MUNICIPALITY shall pay the COUNTY a sum of \$5,078.42 per month for 12 months. The COUNTY will issue the bills in the following manner: two monthly bills will be issued in January and one bill will be issued February-November so the MUNICIPALITY will pay for the services prior to it being delivered. Payment will be made monthly, no later than thirty days after the bill is issued. In addition to this monthly charge, the MUNICIPALITY shall reimburse the COUNTY on a quarterly basis for overtime expenditures as calculated by the COUNTY thereunder for overtime hours arising from MUNICIPALITY patrol functions, including overtime spent in court in connection with the prosecution of MUNICIPAL ordinances.
- (b) Costs for this contract are based on Attachment One (1) which is incorporated herein by reference. These costs will be recalculated annually and provided to the MUNICIPALITY and considered an attachment to this contract when provided. Costs in Tables 1-7 are based on the budgeted costs for the contract year pending collective bargaining contract negotiations; costs in Table 8, Facility Usage Charges are based on COUNTY indirect cost studies for the most recently available year, adjusted for inflation to reflect current year estimated costs. Costs in Table 9, County-wide Indirect Costs will be calculated as a percentage of the total contract costs for tables 1-8. The County-wide Indirect Costs will be 3.5% of the cost of the contract.
  - i. Full costs per shift from Tables 1-7 and Table 9 of Attachment one (1) are charged in each contract year.
  - ii. Costs for Table 8, Facilities Usage Charge, are only charged once per year regardless of number of shifts contracted.

Police Services Contract – Waukesha Sheriff and Town of Delafield  
2021-2025  
Page 3 of 5

5. The MUNICIPALITY shall continue to provide a workspace location with security in compliance with Criminal Justice Security Information (CJIS) requirements and a parking location for any vehicles.
6. Any records generated as a result of the service provided under this contract are considered the records of the COUNTY and will be managed in accordance with COUNTY records retention schedules.
7. The deputies will enforce all local ordinances. The MUNICIPAL ATTORNEY will handle the prosecution of those matters in any proceedings. It is further agreed that the fines or forfeitures for State charges shall be turned over to the COUNTY and the fines and forfeitures for those offenses that are violations of MUNICIPALITY ordinances will be turned over to the MUNICIPALITY.
8. Any violation by the MUNICIPALITY of any portion of this contract shall constitute a breach of this Contract by the MUNICIPALITY. In the event of such breach, the MUNICIPALITY shall be given notice of the breach and shall have forty-five days from the date of notice to remedy the breach in a manner that is acceptable to the COUNTY. If the breach is not remedied, the COUNTY shall have the option of declaring this Contract immediately terminated by giving written notice of the termination. If this Contract is declared terminated by the COUNTY, the MUNICIPALITY shall pay the COUNTY for such police service rendered through the date of termination, prorated on the basis of the monthly charge set forth above.
9. Any violation by the COUNTY of any portion of this contract shall constitute a breach of this Contract by the COUNTY. In the event of such breach, the COUNTY shall be given notice of the breach and shall have forty-five days to remedy the breach in a manner that is acceptable to the MUNICIPALITY. If the breach is not remedied, the MUNICIPALITY shall have the option of declaring this Contract immediately terminated by giving written notice of the termination. If this Contract is declared terminated by the MUNICIPALITY pursuant to this paragraph, the MUNICIPALITY is not liable for any charges for police services rendered after receipt of written notice of termination by the COUNTY, with payment for services rendered prior to receipt of that notice to be prorated on the basis of the monthly charge set forth above.
10. It is the intent of the parties that the relationship of COUNTY and MUNICIPALITY is that of an independent contractor. The COUNTY is not the employee or agent of the MUNICIPALITY and the MUNICIPALITY is not the employee or agent of the COUNTY. 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.

Police Services Contract – Waukesha Sheriff and Town of Delafield  
2021-2025  
Page 4 of 5

Nothing in this agreement or the acts of Waukesha County shall in any way constitute a waiver by Waukesha County, its agents, officers and employees of any immunity, liability limitation, limitation on the amount recoverable, or other protections available to Waukesha County under Chapter 893, Wisconsin Statutes, any other applicable statute or law.

11. Additional Terms:

- (a) The term of this Contract shall be from January 1, 2020, through December 31, 2024, regardless of the dates of the signatures set forth below.
- (b) The MUNICIPALITY shall provide written notice to the COUNTY no later than April 1<sup>st</sup> of the fifth year of the contract to notify COUNTY that it will renew the contract for an additional five year period or it will not renew the contract at the end of the fifth year. The MUNICIPALITY may request to negotiate a contract amendment by notifying the COUNTY in writing of the desired amendment by June 1<sup>st</sup> of the year preceding the amendment.
- (c) Should the MUNICIPALITY terminate the contract under paragraph 11(b) of this Contract, the COUNTY shall make every effort to reassign personnel within law enforcement functions. In the event the COUNTY is unable to reassign personnel and is required to lay off COUNTY law enforcement personnel, the MUNICIPALITY shall pay the COUNTY the costs of unemployment for the COUNTY personnel until such time that the personnel are rehired or no longer receiving unemployment compensation. The costs associated with the personnel laid off are the responsibility of the MUNICIPALITY, even if the laid off personnel is not necessarily the specific contracted personnel. Such costs will be billed the MUNICIPALITY on a monthly basis on 30 days net terms.

12. 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. Any amendments shall be by mutual agreement of the parties and must be in writing signed by both parties.

13. Approval of the Contract: This Contract is subject to the approval of the Waukesha County Board of Supervisors prior to the execution by the Sheriff.

14. Renewal: The COUNTY, through the Waukesha County Board of Supervisors, authorizes the Waukesha County Sheriff to renew this contract with the MUNICIPALITY after the first five (5) year term for one additional five (5) year term with the payment terms and costs recalculated annually in the manner set forth in Paragraph 4, above.

Police Services Contract – Waukesha Sheriff and Town of Delafield  
2021-2025  
Page 5 of 5

15. Notice required under this contract shall be sent to:

MUNICIPALITY:  
Town of Delafield  
Attn. Mr. Daniel Green  
W302N1254 Maple Ave  
Delafield, WI 53018  
Phone: 262-646-2398

COUNTY:  
Waukesha County Sheriff’s Department,  
Attn: Joshua Joost, Business Manager  
515 W. Moreland Blvd.  
Waukesha, WI 53188  
Phone: 262-548-7164  
E-Mail: jjoost@waukeshacounty.gov

Attachments: Attachment One

Dated this        day of        , 20    .

WAUKESHA COUNTY

TOWN OF DELAFIELD

\_\_\_\_\_  
Eric Severson  
Sheriff

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date