



A PERFECT ENVIRONMENT

Residential Recreational Responsible

Chair
Ron Troy
Supervisors
Edward Kranick
Christie Dionisopoulos
Steve Michels
Joe Woelfle
Clerk/Treasurer
Dan Green

**TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING
TUESDAY, JULY 13, 2021 – 6:30 P.M.
DELAFIELD TOWN HALL – W302 N1254 MAPLE AVENUE, DELAFIELD, WI**

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Citizen Comments: Public comments from citizens regarding items on, or not on the Agenda. The Board may not engage in a discussion with the citizen making the comments. Individual presentations are limited to three minutes and citizens shall follow the rules set forth in Section 2.04(1)(d) of the Town Code.
5. Approval of Minutes:
 - A. June 22, 2021 Town Board Minutes
6. Action on vouchers submitted for payment:
 - A. Report on budget sub-accounts and action to amend 2021 budget
 - B. 1) Accounts payable; 2) Payroll
7. Communications (for discussion and possible action)
 - A. Budget Workshop dates
 - B. Waste Management garbage collection concerns
8. Unfinished Business
 - A. Discussion and possible action on the adoption of Ordinance 21-05, an ordinance to repeal and re-create multiple subsections within Chapter 19 of the Town of Delafield Municipal Code concerning park regulations (tabled 5/24/2021).
9. New Business
 - A. Discussion and possible action on the recommendation from the Plan Commission to re-approve a Certified Survey Map for Scott Flaucher, 385 Kennedy Ct E. Colgate, WI, to combine two parcels into one parcel located at the northwest corner of Cushing Park Road and STH 18
 - B. Discussion and possible action on a new Chicken License Application for Daniel Boehm, N5W30892 Cherokee Trail
 - C. Discussion and possible action on the approval of a contract with Waukesha County for tax billing for 2022-2023.
 - D. Discussion and possible action on an IT room chiller replacement and HVAC repairs at Town Hall.
10. Announcements and Planning items
 - A. Town Board – Tuesday, July 27, 2021 @ 6:30 PM
 - B. Plan Commission – Tuesday, August 3, 2021 @ 6:30 PM
 - C. Town Board – Tuesday, August 10, 2021 @ 6:30 PM

11. 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 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
JUNE 22, 2021 @ 6:30 PM**

Before the meeting was called to order, Supervisor Michels made a motion to nominate Supervisor Kranick to chair the meeting. Seconded by Supervisor Woelfle. Motion passed 4-0.

First order of business: Call to Order

Supervisor Kranick called the meeting to order at 6:30 p.m.

Second order of business: Pledge of Allegiance

Third order of business: Roll Call

Present were: Supervisor Kranick, Supervisor Dionisopoulos, Supervisor Woelfle and Supervisor Michels. Also present was Administrator Dan Green. Chairman Troy was excused.

Fourth order of business: Citizen Comments: None

Fifth order of business:

- A. Approval of June 8, 2021 Town Board Minutes

Motion made by Supervisor Dionisopoulos to approve the minutes from June 8, 2021. Seconded by Supervisor Woelfle. Motion carried 4-0.

Sixth order of Business: Action on vouchers submitted for payment:

- A. Report on budget sub-accounts and action to amend 2021 budget
B. 1) Accounts payable; 2) Payroll

Motion by Supervisor Michels to approve payment of Checks #64831-#64850 in the amount of \$37,731.07 and payrolls dated June 25, 2021 in the amount of \$13,041.67. Seconded by Supervisor Woelfle. Motion carried 4-0.

Seventh order of Business: Communications (*for discussion and possible action*) - None

- A. Budget Workshop Dates

Administrator Green explained that the board should keep this on their radar. He mentioned meeting sometime in mid-September.

- B. Elmhurst Bridge Reconstruction

There will be no open house meeting for this project due to Covid restrictions from the DOT. The information regarding the project is available on the Town's website. Supervisor Kranick explained that the Elmhurst bridge will be closed from mid-July until the summer of 2022. Construction will stop during the winter, but the road will remain closed.

- C. American Rescue Plan Update

Administrator Green stated he filled out the required forms to apply for the American Rescue Plan funds. The SAM registration is in the process of being completed.

Eighth order of Business: Unfinished Business

- A. Discussion and possible action on the adoption of Ordinance 21-05, an ordinance to repeal and re-create multiple subsections within Chapter 19 of the Town of Delafield Municipal Code concerning park regulations (tabled 5/24/2021).

Administrator Green gave a brief report regarding the public water portion of the ordinance. He recommended the item remain on the table.

- B. Discussion and possible action on a new Chicken License Application for Wes Golla at W292N2104 Elmhurst Drive. (Tabled 6/8/2021)

Motion by Supervisor Dionisopoulos to remove "Discussion and possible action on a new Chicken License Application for Wes Golla at W292N2104 Elmhurst Drive" from the table. Seconded by Supervisor Michels. Motion passed 4-0.

Motion by Supervisor Dionisopoulos to remove "Discussion and possible action on a new Chicken License Application for Wes Golla at W292N2104 Elmhurst Drive" from the agenda. Seconded by Supervisor Woelfle. Motion passed 4-0.

Ninth order of Business: New Business

- A. Discussion and possible action on the sale of Town owned land located on Hillcrest Drive, DELT 0773.980, to John and Julie Kita.

Administrator Green explained this property was approved to be sold at the Board of Electors meeting in November. In discussions with the Town Engineer, the land was purchased for \$500 by the Town for road acquisition when Hillcrest Drive was redone in 2017. The Town would look to sell the property for the same price. The attorney suggested that the sale be contingent on a CSM being filed. Town staff recommends approval of the sale of the land contingent on a combination CSM being filed by the end of 2021 and the purchaser agrees to pay any professional fees that may come up.

Motion by Supervisor Michels to approve sale of land for \$500 to John and Julie Kita, contingent on combination CSM being filed by the end of 2021 and professional expenses being paid by the purchaser. Seconded by Supervisor Woelfle. Motion passed 4-0.

Tenth order of Business: Announcements and Planning items

- A. Board of Review – Monday, June 28, 2021 @ 5:00 PM
- B. Town Hall Closed, Monday, July 5, 2021, in observance of Independence Day
- C. Plan Commission – Tuesday, July 6, 2021 @ 6:30 PM
- D. Town Board – Tuesday, July 13, 2021 @ 6:30 PM

Eleventh order of Business: Adjournment

Motion by Supervisor Dionisopoulos to adjourn the June 22, 2021 Town Board meeting at 6:45 p.m. Seconded by Supervisor Michels. Motion carried 4-0.

Respectfully submitted:

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

Plan Commission Report for July 6, 2021

**Scott Flaugher
Agenda Item No. 5 C.**

Applicant:	Scott Flaugher
Project:	Land Combination
Requested Action:	Re-Approval of Certified Survey Map (CSM)
Zoning:	M-1/Industrial
Location:	DELT 0842-999-002 and DELT 0842-999-003 Northwest corner of the intersection of Cushing Park Road and USH 18

Report

The original CSM to combine lands were approved by the Plan Commission on March 3, 2020 and by the Town Board on March 10, 2020. Due to COVID, the County recently completed their review and required some minor modifications in order for them not too object to the CSM. The Register of Deeds will not record the CSM unless the last approval occurred within 12 months of the time of recording. Since that time has passed, the CSM has been presented for re-approval.

The modifications include the designation of a drainage easement around the storm water pond and associated bearings and distances noted, and the removal of the barn that was shown on the CSM since it has been physically removed from the site.

Staff Recommendation:

I recommend that the Plan Commission re-approve the CSM dated June 21, 2021 and provide a recommendation for approval to the Town Board.

Tim Barbeau, Town Engineer
June 28, 2021

CERTIFIED SURVEY MAP NO.

BEING ALL OF LOT 1 AND LOT 2 OF CERTIFIED SURVEY MAP NO. 11964 BEING A PART OF THE SE. 1/4, SW. 1/4, NE. 1/4 AND NW. 1/4 OF THE SW. 1/4 OF SECTION 31, T.7N., R.18E.,

TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR:

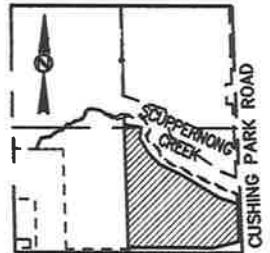
KEITH A. KINDRED,
PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
KKindred@SEHINC.COM



SURVEY FOR:

VETERANS ELECTRIC, LLC
385 KENNEDY CT. E
COLGATE, WI 53017
(414)-313-9096

LOCATION MAP



OVERALL DETAIL

LEGEND

- CONCRETE MONUMENT W/ BRASS CAP FOUND
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)

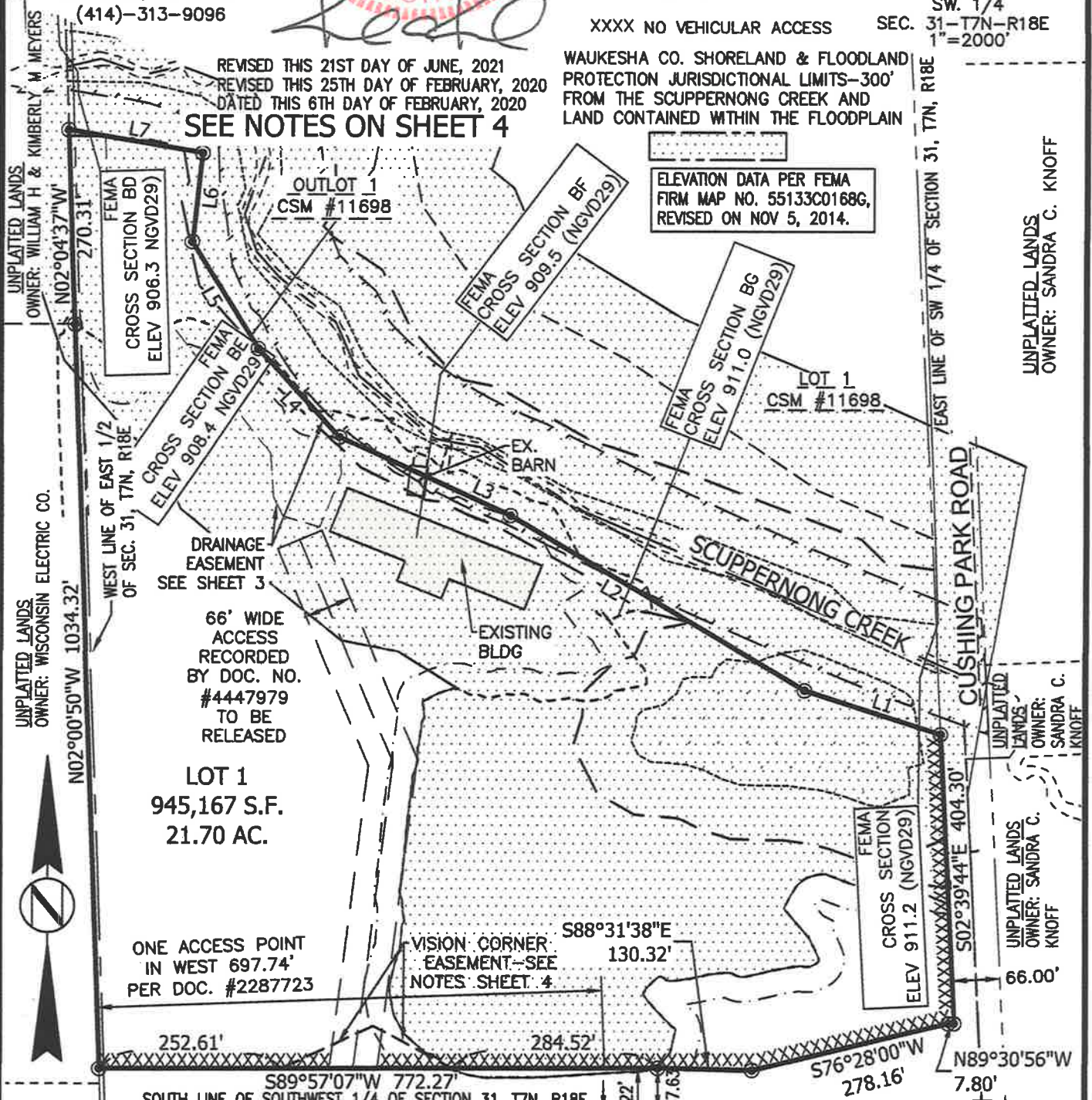
XXXX NO VEHICULAR ACCESS

SW. 1/4 SEC. 31-T7N-R18E 1"=2000'

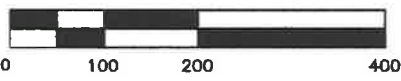
REVISED THIS 21ST DAY OF JUNE, 2021
REVISED THIS 25TH DAY OF FEBRUARY, 2020
DATED THIS 6TH DAY OF FEBRUARY, 2020
SEE NOTES ON SHEET 4

WAUKESHA CO. SHORELAND & FLOODLAND PROTECTION JURISDICTIONAL LIMITS-300' FROM THE SCUPPERNONG CREEK AND LAND CONTAINED WITHIN THE FLOODPLAIN

ELEVATION DATA PER FEMA FIRM MAP NO. 55133C0168G, REVISED ON NOV 5, 2014.



SCALE: 1" = 200'



BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON THE SOUTH LINE OF THE SW 1/4 OF SECTION 31-7-18 AS N89°49'33"W.



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

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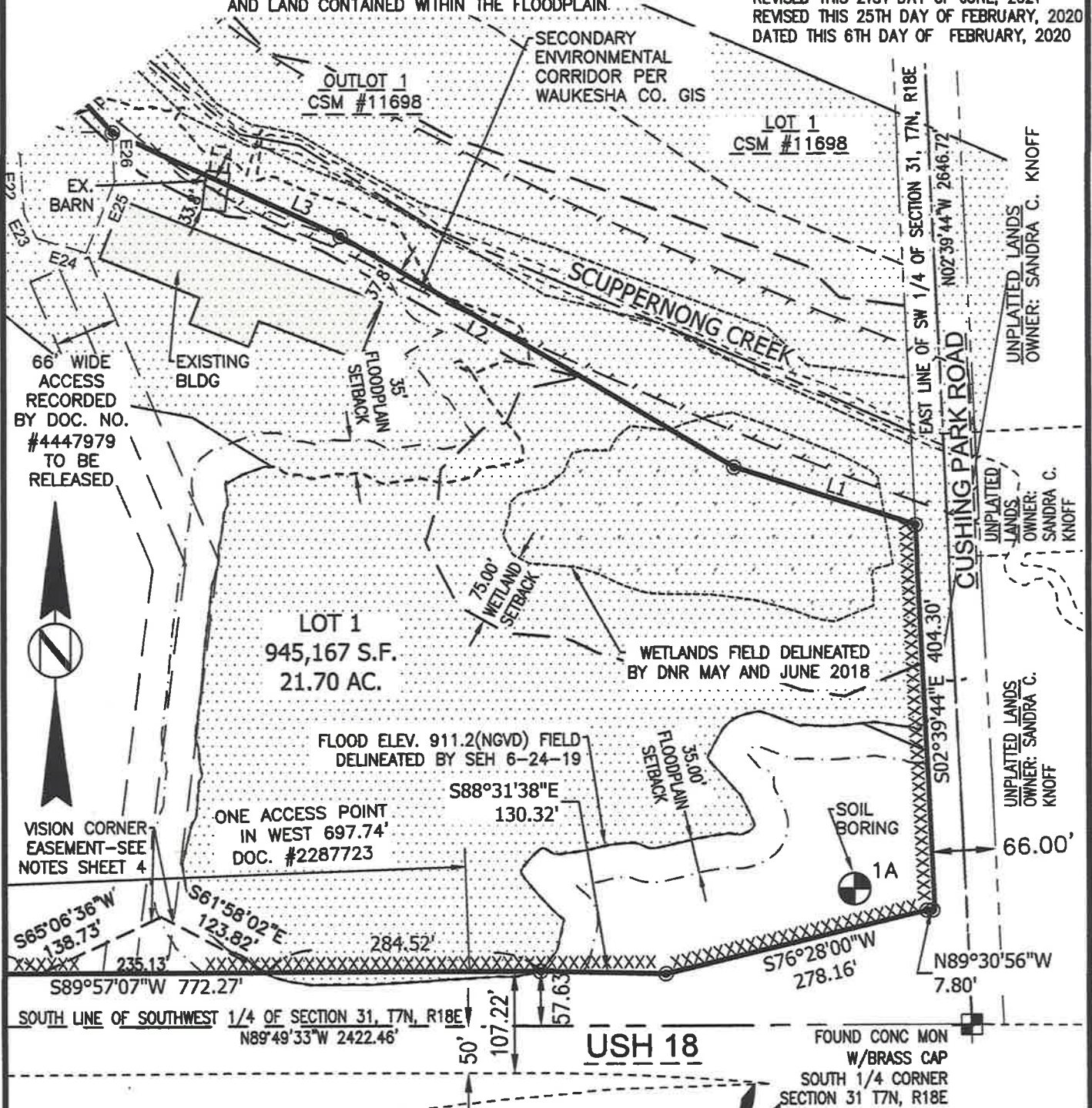
LOT 2 DETAIL

LEGEND

- DENOTES FLOODPLAIN LINE
- - - DENOTES FLOODPLAIN SETBACK
- DENOTES WETLAND
- DENOTES WETLAND SETBACK
- - - DENOTES ENVIRONMENTAL CORRIDOR
- [Stippled Area] DENOTES WAUKESHA CO. SHORELAND AND FLOODLAND PROTECTION JURISDICTIONAL LIMITS-300' FROM THE SCUPPERNONG CREEK AND LAND CONTAINED WITHIN THE FLOODPLAIN.
- [Square with cross] CONCRETE MONUMENT W/ BRASS CAP FOUND
- [Circle with dot] 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- XXXX NO VEHICULAR ACCESS



REVISED THIS 21ST DAY OF JUNE, 2021
REVISED THIS 25TH DAY OF FEBRUARY, 2020
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66' WIDE ACCESS RECORDED BY DOC. NO. #4447979 TO BE RELEASED



VISION CORNER EASEMENT-SEE NOTES SHEET 4

ONE ACCESS POINT IN WEST 697.74' DOC. #2287723

FLOOD ELEV. 911.2(NGVD) FIELD DELINEATED BY SEH 6-24-19

WETLANDS FIELD DELINEATED BY DNR MAY AND JUNE 2018

S88°31'38"E 130.32'

S76°28'00"W 278.16'

N89°30'56"W 7.80'

S61°58'02"E 123.82'

S65°06'36"W 138.73'

S89°57'07"W 772.27'

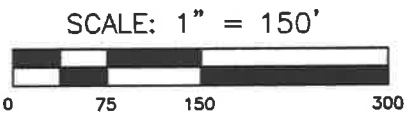
SOUTH LINE OF SOUTHWEST 1/4 OF SECTION 31, T7N, R18E N89°49'33"W 2422.46'

50'

107.22'

57.63'

66.00'



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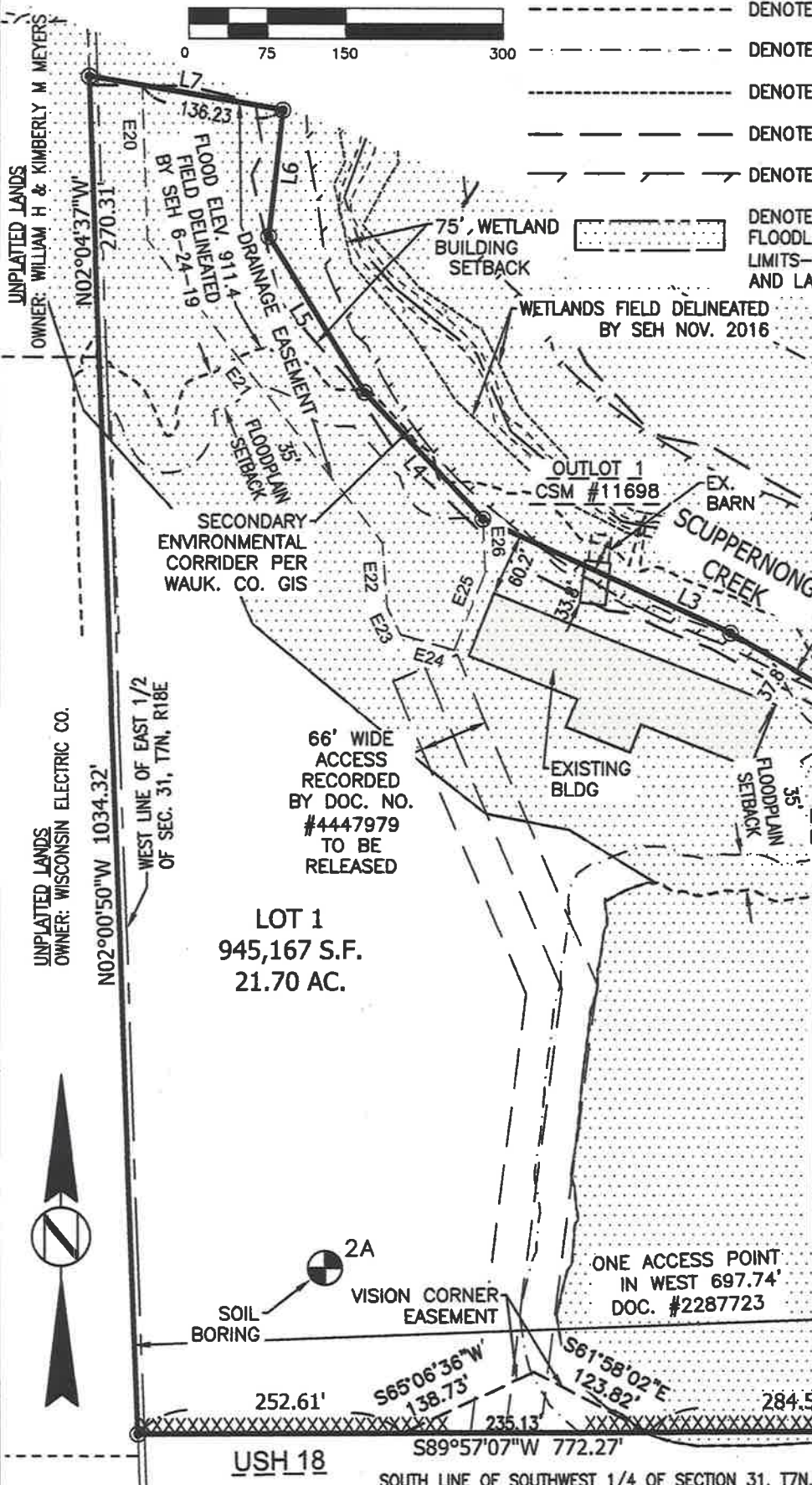
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LOT 1 DETAIL

SCALE: 1" = 150'

LEGEND



- DENOTES FLOODPLAIN LINE
- DENOTES FLOODPLAIN SETBACK
- DENOTES WETLAND
- DENOTES WETLAND SETBACK
- DENOTES ENVIRONMENTAL CORRIDOR
- DENOTES WAUKESHA CO. SHORELAND AND FLOODLAND PROTECTION JURISDICTIONAL LIMITS-300' FROM THE SCUPPERNONG CREEK AND LAND CONTAINED WITHIN THE FLOODPLAIN

- ⊕ CONCRETE MONUMENT W/ BRASS CAP FOUND
- ⊙ 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- XXXX NO VEHICULAR ACCESS



REVISED THIS 21ST DAY OF JUNE, 2021
 REVISED THIS 25TH DAY OF FEBRUARY, 2020
 DATED THIS 6TH DAY OF FEBRUARY, 2020

LINE TABLE		
SEGMENT	LENGTH	DIRECTION
E20	149.17'	S02°00'50"E
E21	367.24'	S37°40'16"E
E22	61.67'	S04°02'21"E
E23	28.98'	S26°33'14"E
E24	53.27'	S73°15'30"E
E25	80.00'	N21°47'12"E
E26	51.80'	N02°33'34"W

"All lands within areas labeled "drainage easement" are reserved for stormwater collection, conveyance, treatment or infiltration. No buildings or other structures are allowed in these areas. No grading or filling is allowed in these areas that may interrupt stormwater flows in any way. The Maintenance Agreement may contain specific maintenance requirements for these areas. The Town of Delafield, Waukesha County or their designee are authorized access in these areas for purposes of inspecting the stormwater management practices or enforcing the terms of Maintenance Agreement.

SEH PHONE: 414.949.8962
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1/4, SW. 1/4, NE. 1/4 AND NW. 1/4 OF THE SW. 1/4 OF SECTION 31, T.7N., R.18E.,
TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Professional Land Surveyor hereby certify;

That I have surveyed, divided and mapped Lot 1 and Lot 2 of Certified Survey Map No. 11964 being a part of the Southeast 1/4, Southwest 1/4, Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 31, Town 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin, more particularly described as follows:

All of Lot 1 and all of Lot 2 of Certified Survey Map No. 11964.

Said lands contain 945,167 Sq.Ft. or 21.70 Acres.

That I have made such survey, land division and Certified Survey Map by the direction of the Veterans Electric, LLC, owner of said lands.

That such survey is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made.

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

Dated this 6th day of February, 2020.

Revised this 25th day of February, 2020.

Revised this 21st day of June, 2021



Keith A Kindred, PLS 2082

LINE TABLE		
SEGMENT	LENGTH	DIRECTION
L1	197.75'	S71°58'35"E
L2	474.06'	N59°17'31"W
L3	260.48'	N65°13'56"W
L4	165.95'	N42°44'42"W
L5	175.47'	N31°31'54"W
L6	122.70'	N06°13'07"E
L7	187.61'	N80°14'04"W

NOTES

1. NO STRUCTURE OR IMPROVEMENT OF ANY KIND IS PERMITTED WITHIN THE VISION CORNER. NO VEGETATION WITHIN THE VISION CORNER MAY EXCEED 30 INCHES IN HEIGHT.(TRANS 233.105(2))



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OWNER'S CERTIFICATE OF DEDICATION:

As owner, Veterans Electric LLC, we hereby certify that we caused that land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the Certified Survey Map. We also certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

- 1) WAUKESHA COUNTY
- 2) TOWN OF DELAFIELD
- 3) VILLAGE OF SUMMIT

Date: 6/23/2021 Signed: Scott Flaughner
 Scott I. Flaughner, Member

STATE OF WISCONSIN
 WAUKESHA COUNTY

Personally came before me this 23 day of June, 2021, the above named Scott I. Flaughner, to me known to be the same persons who executed the foregoing instrument and acknowledged the same.

Brian Walulik
 Notary Public
Walworth County, Wisconsin
 My Commission Expires 06/24/22



REVISED THIS 21ST DAY OF JUNE, 2021
 REVISED THIS 25TH DAY OF FEBRUARY, 2020
 DATED THIS 6TH DAY OF FEBRUARY, 2020



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TOWN BOARD APPROVAL CERTIFICATE:

Resolved that the Certified Survey Map, in the Town of Delafield, is hereby approved by the Town Board.

All conditions have been met as of the _____ day of _____, 2021.

Date: _____ Signed _____

Ronald A. Troy, Town Chair

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Town Board of the Town of Delafield.

Date: _____ Signed _____

Dan Green, Town Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Town of Delafield, is hereby approved by the Plan Commission.

Approved as of the _____ day of _____, 2021.

Date: _____ Signed _____

Kevin Fitzgerald, Chairperson

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Town of Delafield.

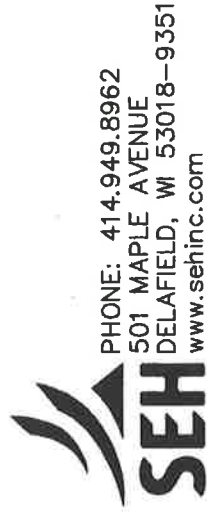
Date: _____ Signed _____

Dan Green, Town Clerk

Note: The Village of Summit has waived their extraterritorial review of this Certified Survey Map.



REVISED THIS 21ST DAY OF JUNE, 2021
REVISED THIS 25TH DAY OF FEBRUARY, 2020
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1/4, SW. 1/4, NE. 1/4 AND NW. 1/4 OF THE SW. 1/4 OF SECTION 31, T.7N., R.18E.,
TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

FLOODPLAIN/WETLAND/ SECONDARY ENVIRONMENTAL CORRIDOR RESTRICTIONS

Those areas identified on this Certified Survey Map as Floodplain/Wetland/Secondary Environmental Corridor on sheets 2 and 3 of 7, shall be subject to the following restrictions:

1. Grading, filling and removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the municipality in which this land is 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.
2. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that invasive, dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with the 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.
3. 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.
4. The introduction of plant material not indigenous to the existing environment is prohibited.
5. 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.
6. The construction of buildings is prohibited.
7. The resource boundaries and restrictions contained herein may only be modified in compliance with the regulations of the Waukesha County Shoreland and Floodland Protection Ordinance or the Town of Delafield Zoning Ordinance, whichever applies, with approval from the jurisdictional authority.

BASEMENT RESTRICTION – GROUNDWATER

This Certified Survey Map is located in an area with mapped soils known to have seasonal high groundwater. The Waukesha County Shoreland and Floodland Protection Ordinance currently requires that the lowest level of any principal building 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 principal building 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. All groundwater separation requirements set forth by the Town of Delafield must also be complied with.

BASEMENT RESTRICTION – BEDROCK

Although the Certified Survey Map have been reviewed and approved for development in accordance with Section 236 Wisconsin Statutes, the lots contain soil conditions which, due to the possible presence of bedrock near the ground surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that either a licensed professional engineer or other soils expert be consulted regarding the construction of basements in these areas where bedrock may be present near the ground surface. Soil conditions should be subject to each owners special investigation prior to construction and no specific representation is made herein.

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE:

The above, which has been filed for approval as required by Chapter 236.34, WI. Statutes and Waukesha County Shoreland and Floodland Subdivision Control Ordinance, is hereby approved on this

____ day of _____, 20__

Dale Shaver, Director



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

REVISED THIS 21ST DAY OF JUNE, 2021
REVISED THIS 25TH DAY OF FEBRUARY, 2020
DATED THIS 6TH DAY OF FEBRUARY, 2020



Waukesha County GIS Map



Legend

- Intermediate Contours
 - Intermediate Contour
 - Intermediate Depression
- Index Contours
 - Index Contour
 - Index Depression
- Municipal Boundary_2K
- FacilitySites_2K_Labels
- Lots_2K
 - Lot
 - Unit
 - General Common Element
 - Outlot
- SimultaneousConveyance
 - Assessor Plat
 - CSM
 - Condominium
 - Subdivision
- Cartoline_2K
 - <all other values>
 - EA-Easement_Line
 - PL-DA
 - PL-Extended_Tie_line
 - PL-Meander_Line
 - PL-Note
 - PL-Tie
 - PL-Tie_Line
- Road Centerlines_2K
- Railroad_2K
- TaxParcel_2K
- Waterbodies_2K_Labels
- Waterlines_2K_Labels

0 96.22 Feet

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

Notes:

Printed: 7/9/2021



Town of Delafield

Keeping of Chickens License Application

\$75 Application Fee/\$25 Renewal Fee

Instructions

1. Please complete and sign this form
2. Prepare supplemental information to submit with the application: Survey showing the location of the proposed chicken coop and chicken run, setback distance from the road right-of-way to the chicken coop and chicken run, offset distance from the chicken coop and chicken run, size of the chicken coop
3. Submit it with a \$75 application fee and the supplemental information to the Town Clerk
4. Keeping of chickens is subject to compliance with all requirements of the Town of Delafield Town Code, including, but not limited to, Section 17.06 5, entitled "Keeping of Chickens" and Section 12.09, entitled "License for Keeping Chickens."
5. After review by staff and approval by the Town Board, the Town Clerk will provide you with a signed copy of the license indicating all conditions under which the license is issued.

Owner Information

Owner's Name:	Daniel Boehm
Owner's Address:	115 W 30892 Cherokee Trl
City/Zip Code:	Waukesha 53188
Telephone:	262 271 3346
E-mail:	dan.boehm@outlook.com
Anticipated Number of Chickens:	4
Size of Chicken Coop:	20 sq ft coop 50 sq ft Run

Check One:

NEW RENEWAL

Signature: Dan Boehm

Date: 6/18/2021

FOR OFFICE USE

License Number: _____

Receipt No. _____



5/10/2021, 7:00:49 AM

Waukesha County, Civil Divisions

Waukesha County, Tax Parcel

TOWN OF DELAFIELD



Maxar, Microsoft



Waukesha County GIS Map



Legend

- Municipal Boundary_2K
- Facility Sites_2K_Labels
- Lots_2K
- Lot
- Unit
- General Common Element
- Outlot
- SimultaneousConveyance
- Assessor Plat
- CSM
- Condominium
- Subdivision
- Cartoline_2K
- <all other values>
- EA-Easement_Line
- PL-DA
- PL-Extended_Tie_line
- PL-Meander_Line
- PL-Note
- PL-Tie
- PL-Tie_Line
- Road_Centerlines_2K
- Railroad_2K
- TaxParcel_2K
- Waterbodies_2K_Labels
- Waterlines_2K_Labels

0 13.14 Feet

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

Notes:

Printed: 6/18/2021



Andrew Thelke
Director

Lyndsay Johnson
Business Services Manager



WAUKESHA COUNTY
DEPARTMENT OF ADMINISTRATION

June 29, 2021

Dan Green
Town of Delafield
W302N1254 Maple Ave
Delafield, WI 53018

RE: Property Tax Assessment and Billing Contract Enclosed

Dear Dan Green,

Enclosed are two signed copies of the 2022-2023 proposed tax billing contract for your review and execution. Please sign both copies, retain one for your records, and forward one copy to:

Waukesha County Department of Administration
Attn: Lyndsay Johnson
515 West Moreland Blvd
Waukesha, WI 53188

We would appreciate it if you could please return an executed copy of the contract by September 30, 2021. If you have any questions, I can be reached at ljohnson@waukeshacounty.gov or 262-896-8222.

Thank you for your attention.


Lyndsay Johnson
Business Services Manager

WAUKESHA COUNTY
DATA PROCESSING SERVICES
PROPERTY TAX ASSESSMENT AND BILLING

This Agreement is entered into this _____ day of _____, 2021, by and between Waukesha County, a municipal corporation, hereinafter referred to as the County, located at 515 W. Moreland Blvd., Waukesha, WI 53188 and Town of Delafield, hereinafter referred to as the Municipality, located at W302N1254 Maple Ave, Delafield, WI 53018. The authority for this agreement is that contained in the Wisconsin Statutes Section 66.0301, which permits intergovernmental cooperation for public purposes.

By this agreement, the County proposes to provide data processing services and access to some functionality and data within the Property Tax Application (PTA) Tax Software System, to assist the Municipal Assessors, Clerks and Treasurers (hereinafter collectively referred to as "Municipality") in the preparation of notices of assessment, assessment rolls and tax bills.

1. The County proposes to provide the following services, electronic reports and forms to Municipality as part of the Tax Listing Services provided to municipality at no charge:
 - A. Maintenance of an Assessment tax file database.
 - B. Maintain special districts' codes.
 - C. Electronic Assessment Rolls.
 - D. Statement of Assessment Summary transmitted to DOR.
 - E. Make and keep accurate lists and descriptions of all real property parcels in the county which are subject to tax and also those which are exempt from such tax.
 - F. Provide various reports, maps and descriptions of Real Property Tax parcels in the County for the Assessors, upon request.
 - G. Supply electronic versions of State of Wisconsin Prescribed Forms of assessment, to the Assessors and Clerks of cities, towns and villages within the County, as needed in the discharge of their duties.
 - H. Provide assessors with electronic copies of all new pertinent platted information for the municipality the assessor is working with.
 - I. Provide the necessary research for determination of status of ownership of all real property parcels within Waukesha County, as needed to clarify the property tax roll.
 - J. Availability to obtain the following reports and lists from the County:
 - a) Assessment roll cross reference lists by name or address
 - b) Property Assessment Roll
 - c) Reports for property specific data maintained in the PTA Property Assessment / Tax System.

2. The County proposes to provide the following services to the Municipality for a charge.
 - A. The County will provide forms and/or PTA Access for the Municipality to utilize for calculation and preparation of the property tax bills:
 1. Delinquent personal property worksheet (PTA Access)
 2. Billing parameter worksheet (PTA Access)
 3. Special assessment worksheet
 4. Tax Rate Worksheet (PTA Access)

5. Special Assessment Charges applied to Special Purpose Districts (PTA Access)
 6. Posting of special assessments to be placed on the tax bill
 7. Edits and lists of special assessments as entered
 8. Tax rates to be used for tax billing entered on the computer
 9. List of the tax rates used
- B. The County will provide these services and/or electronic reports:
1. Calculating of tax bills, as well as calculation audit listing
 2. Preliminary tax roll or one line roll report
 3. Posted tax roll
 4. Identify and coordinate a private vendor to print and process tax bills. Said vendor may also offer envelope supplies and printing, mailing and postage services. Any costs incurred for the printing of inserts, exclusive of the tax bills, envelopes, postage and mailing or delivery of tax bills will be the sole responsibility of Municipality. NOTE: Should Municipality choose to contract independently with an alternate vendor for tax bill printing, County will provide Municipality with a PDF file containing the calculated and formatted tax bills. Municipality and its vendor shall be responsible for ensuring that all forms and tax information provided by County shall be used only for authorized purposes.
- C. The County will also provide other related services, for an additional charge beyond this contract amount, with the mutual consent of both the County and the Municipality.
3. The Municipal Clerk shall transmit to the County any special assessments, special charges, and delinquent utility charges for entry on the current tax roll at the earliest possible date. The County will supply specific instructions for transmittal.
 4. Municipal Clerks shall transmit to the County, upon adjournment of the local budget hearing and receipt of State Aid amounts, the information for setting tax rates. The County will provide the worksheets and instructions.
 5. As soon as possible, the local Assessor shall bring the preliminary, open book and Board of Review Assessment values to the County, at each of these 3 stages of the Property Assessment Valuation process. Said assessment values are to be transmitted electronically.
 6. If the municipality chooses not to use the Property Assessment Roll generated from the PTA Tax System as the 'Official Roll' for the Open Book/Board of Review procedures, the municipality agrees to accept responsibility for balancing the property specific data (acres, property class code, assessed valuations and taxing jurisdictions) at the tax key level. The numbers in the PTA Tax System will represent the tax base amounts used for the preparation and calculation of the individual tax bills.
 7. The municipality will use the 2022 (and future years in the event this contract is extended) Property Assessment Roll generated by the County as the Official Roll present during the Board of Review.

- 8. The Municipality acknowledges that failure to comply with these limits and other reasonable time limits established by the County may result in delayed availability of the information to be provided by this agreement. In view of this fact, the Municipality will indemnify and hold harmless the County, its officers, employees and agents for any and all damages, expenses, and losses that may occur due to the County’s inability to comply with the agreement due to the fault of the Municipality or the Municipality’s officers, agents or employees.
- 9. The municipality agrees to abide by the terms and conditions of the Memorandum of Understanding and Policies for Municipalities Accessing the PTA (Tax) System dated October 5, 2011. As part of the acceptance of the above-referenced Memorandum of Understanding, the municipal agent(s) provided with an ID granting access to the County System is/are accepting responsibility for adherence to the Technology Use Policy incorporated by reference.
- 10. The term of this agreement shall be for two (2) years commencing January 1, 2022, and expiring on December 31, 2023 and therefore data processing services shall be provided for taxes of 2022 and 2023 due in the subsequent year. The Municipality will be invoiced twice a year in May and September. The terms will be net 30 days.
- 11. The following rates will be charged for these services:

<u>Per Parcel</u>	<u>2022 Rates</u>	<u>2023 Rates</u>
Taxes	\$1.72	\$1.77

- 12. The Municipality will indemnify, defend and hold harmless the County, its officers, employees and agents for any and all damages, expenses, and losses that may arise from the County’s performance or inability to perform its obligations under this Agreement caused by act, error or omission of the Municipality or the Municipality’s officers, agents or employees. The County will indemnify, defend and hold harmless the Municipality, its officers, employees and agents for any and all damages, expenses, and losses that may arise from the Municipality’s performance or inability to perform its obligations under this Agreement caused by act, error or omission of the County or the County’s officers, agents or employees. Nothing contained within this agreement is intended to be a waiver or estoppel of the contracting Municipality or County or either of its insurers to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the Municipality or County or its insurers shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.
- 13. Each party shall have the right to terminate this agreement effective at the end of the term upon the giving of twelve (12) months written notice prior to the expiration of the term.
- 14. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter thereof.

15. Any notices that must be provided during the term of this contract or issues that arise regarding administration of this contract can be directed to:

i. County Contact Person

Contact Name: Lyndsay Johnson, Business Services Manager
Address: 515 W. Moreland Blvd
Waukesha, WI 53188
E-mail: ljohnson@waukeshacounty.gov
Phone Number: 262-896-8222

ii. Municipal Contact Person

Contact Name: _____
Address: _____

E-mail: _____
Phone Number: _____

Waukesha County

By: 

Andrew Thelke
Waukesha County Department of Administration
Director of Administration

Town of Delafield

By: _____

WAUKESHA COUNTY
DATA PROCESSING SERVICES
PROPERTY TAX ASSESSMENT AND BILLING

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Waukesha County

By: 

Andrew Thelke
Waukesha County Department of Administration
Director of Administration

Town of Delafield

By: _____
