



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, NOVEMBER 16, 2021
5:30 PM 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. 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. November 8, 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. Lake Country Municipal Court budget
8. Unfinished Business - None
9. New Business
 - A. Discussion and possible action on the recommendation from Plan Commission to approve a Certified Survey Map for Kevin and Tracey Scharnek (Carl Tomich, Westridge Builders, agent), to combine two parcels created by deed that make up the subject property, into one parcel, located at N27W30037 Maple Avenue.
 - B. Discussion and possible action on a waste hauler contract for up the drive service for a term beginning January 1, 2022, and expiring December 31, 2028.
 - C. Discussion and possible action on a service agreement with Humane Animal Welfare Society with a term beginning January 1, 2022, and expiring December 31, 2024.
 - D. Discussion and possible action on a Line of Credit Renewal for Lake Country Fire & Rescue.
 - E. Discussion and possible action on the adoption of Resolution 21-651, A Resolution Providing for the Sale of Approximately \$2,685,000 General Obligation Refunding Bonds.
 - F. Discussion and possible action on the approval of the 2022 Budget.
10. Announcements and Planning items
 - A. Town Hall Closed - November 25th and 26th.
 - B. Plan Commission – Tuesday, December 7, 2021 @ 6:30 PM

- C. Town Board – Tuesday, December 14, 2021 @ 6:30 PM
- D. Town Hall Closed – Friday December 24th and Monday, December 27th.

13. 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
NOVEMBER 8, 2021 @ 2:00 PM**

Video Link: <https://www.youtube.com/watch?v=9kKi2zlj7s8>

First order of business: Call to Order

Chairman Troy called the meeting to order at 2:00 p.m.

Second order of business: Pledge of Allegiance

Third order of business: Roll Call

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

Fourth order of business: Citizen Comments:

Chairman Troy explained that the board unanimously agrees and understands the need for up the drive service. He stated there is no intention of taking this service away. He understands the situation has caused a lot much stress and uncertainty for residents. When the dust settles, the Town will continue to have up the drive service.

Thomas Marcz, W332S652 Government Hill Road – Stated he has health issues and is against taking a large container to the end of the road. His driveway is somewhat on a hill, and he is unable to physically walk the containers down. He explained he has friends who are also handicapped with walkers and have no family to help them.

Jack Abler, N5W33722 Lapham Lane – Explained that everyone receives garbage service which effects everyone in the Town. He thought that the current service and price was a bargain. He also likes having smaller containers that fit inside his garage.

Dave Bartkowiak, N5W29324 Venture Hill Road – Stated he gets great service from the current vendor and his garbage is always picked up.

Loren Raether, W332S574 Government Hill Road – Stated garbage has fluctuated a couple bucks every year. She stated it is a good value, and if cost is a concern, they would be willing to pay more for the service.

Jim Wilson, S4W32875 Government Hill Road – Explained that he put together an email to the board and received on response from Supervisor Woelfle. He had questions concerning what to do with garbage that does not fit in the container. He also questioned what the cost difference is between curbside and up the drive service.

Pat Schultz thanked the board for the clarification on the garbage service and appreciated the quick response from the Town Board.

Jerome Janzer, W307N1677 Shadowood Pt, stated he was glad the board cleared up the up the drive issue. He stated that people would gladly pay twice as much for the services being received.

Dan Dupies, S3W31806 Mary Court, stated he was not going to cheerlead for a company, but only the concept of up the drive pickup. He had concerns about the gap of time that residents would have to bring up their trash was during the winter months.

Jeff Potter, W336N666 Meadow Lane, stated the residents should get to vote on their garbage service.

Joanne Janzer, W307N1677 Shadowood Pt – Stated the three hardest months to bring garbage down is January through March. It would be a bad decision on the Town's part to make a change in service.

Nathan Schuettpels, S4W32720 Government Hill Road – Explained he had concerns about moving large containers. He lived through two transitions regarding garbage, including Hartford and Stevens Point. He stated the Town is unique in that we do not have curbs and have a lot of shared driveways. He questioned the ability of the snowplows to operate with large cans in the right of way. He stated the Town should consider how they are going to handle this concern in the future, as most municipalities are changing to automated pickup.

Mary Benson, Government Hill west side of C – Stated she agrees with what everyone said at the meeting. She stated snow would be a big problem for her and expressed concerns for how the plows would manage with garbage containers on the road.

Don Weltzien – W333N175 Glen Oaks Drive- Explained that the garbage bill is not taken out of the levy and should not affect the Town’s budget. He stated he would pay double for the service being provided. He has a 700-foot-long driveway and needs this service.

Ann Lecher, S3W31818 Mary Court, stated she is a realtor and was on the board of adjustments in Oconomowoc. She explained that removing this service will create a hassle affect that could lessen the value of a home in certain rural areas.

Robert Whitehouse, W285N2022 Louis Court, stated he lived in the Town 10 years and likes the quality of life. By reducing the service, the quality of life for residents is also reduced. Moving forward with curbside pickup is going directly against the will of everyone at the meeting.

Jay Burn, W305N1796 Silverwood Lane, stated he has problems with larger animals and has concerns about rodents getting into their garbage cans. He also expressed concerns about slipping and falling, while trying to take the bins to the road.

Chairman Troy explained this decision is not based on cost. This discussion is based on the Town’s original contract with Waste Management ending, and since they took over for Advanced Disposal 9 months ago, the service levels have declined. There are folks in other parts of the Town who are not getting consistent service, and the Town receives numerous complaints each week.

Fifth order of business:

- A. Approval of October 26, 2021, Town Board Minutes

Motion by Supervisor Kranick to approve the minutes from October 26, 2021, with the correction of the name “Joe Ruth” in the 7th order of business. Seconded by Supervisor Michels. Motion passed 5-0.

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 Kranick to approve payrolls dated November 12, 2021, in the amount of \$13,954.16. Seconded by Supervisor Michels. Motion passed 5-0.

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

Eighth order of Business: Unfinished Business: NONE

Ninth order of Business: New Business:

- A. Discussion and possible action on the use of ARPA funds from lost revenue in 2020 to purchase a new plow truck in 2022.

Administrator Green explained that with the lost revenue calculation from 2020, the Town has \$185,000 to use for operations of the Town. To lessen the burden of debt service, he suggested the purchase of a new highway plow truck. A new truck will last longer, and given the cost benefit analysis of purchasing a used truck, in the end will save the Town money.

Motion by Supervisor Kranick to approve purchasing a plow truck from ARPA funds. Seconded by Supervisor Michels. Motion passed 5-0.

- B. Discussion and possible action on a waste hauler contract with GFL for a term beginning January 1, 2022, and expiring December 31, 2028.

Jason Johnson and David Wall, GFL.

Mr. Johnson explained he and Mr. Wall used to work for Advanced Disposal. They knew that municipal contracts would be coming up. David is familiar with the up the drive service needs of the community. He explained the comments were great to hear. He is not surprised that there is passion for garbage collection. He explained that the proposal that was brought forward was well thought out by staff. There have been numerous talks with Mr. Troy and Mr. Green over the past two weeks, working out a solution. He explained that the pickup days may have to be changed and spread over 4 days, but they will be able to provide up the drive service starting the beginning of 2022. Mr. Wall explained they were able to source trucks to do the service. They both expressed their excitement to work with the Town again.

Mr. Wall explained that they are also very familiar with Waste Management's drivers, and many have signed with GFL. He explained they are located in Hartland and their customer service will be local, with 3.5 staff members available to answer concerns of residents.

Mr. Johnson explained that the first notification of the new vendor would be in the Town's tax bill. They will also provide a start date for residents which will be provided with their recycling containers. With the container GFL will also provide contact information, collection guidelines, and a collection map. The first week of January will have a one day delay due to the holiday. All other pickup days will be Monday thru Thursday. Recycling will continue to be every week and they will continue the sticker program for brush.

Supervisor Woelfle asked they explain what "flexibility in pickup days" means. Mr. Wall explained that they will have to extend pickup through the Town to four days, not two as is currently happening. Any changes to collection will be communicated on their website and through direct mailings. He also explained that the current recycling containers are Waste managements' property, and they will have to set up a time to collect those. Supervisor Dionisopoulos clarified that if garbage does not fit in their bins, that they would still collect it. Mr. Johnson stated there will be no change to what residents currently have.

Supervisor Kranick stated he was frustrated that the information a couple of weeks ago changed significantly based on what was provided in the packet. Mr. Johnson stated that the County put up the RFP late and it is impossible to guess what other communities are going to do. Because of changes from other communities, they had to reach out to the Town and renegotiate the proposal.

Supervisor Dionisopoulos questioned if other communities change in service affected the change in service provided to the Town. Mr. Wall explained it did not change service, just the pricing. They also prepared another option which was less expensive, which is the curbside proposal. They did not know if this would be a good fit for the Town or not, but wanted to present it so the board was fully educated on their decision.

Supervisor Michels asked how many other communities have changed to GFL. Mr. Wall replied that three have changed and they are expecting more. Mr. Johnson explained that the more trucks they make available, the more condensed waste collection days will be for the Town. Supervisor Dionisopoulos asked if, on January 1, residents can depend on the

same service. Mr. Wall stated, "yes". Supervisor Michels thanked GFL for attending and expressed frustration with the current hauler because of the missed collection and the lack of customer service.

Tenth order of Business: Closed Session: Upon motion duly made, seconded, and adopted by roll call vote, the Town Board will convene into closed session pursuant to Wisconsin Statutes Section 19.85(1)(e), for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. More specifically, to consider negotiations strategies and terms for waste hauler contract with GFL.

Motion by Supervisor Michels to enter closed session. Seconded by Supervisor Woelfle.

Supervisor Dionisopoulos - Aye

Supervisor Kranick - Aye

Supervisor Woelfle - Aye

Supervisor Michels - Aye

Chairman Troy - Aye

Motion passed 5-0.

Motion by Supervisor Kranick to reconvene from closed session. Seconded by Supervisor Dionisopoulos.

Motion passed 5-0.

Following the closed session, the Town Board will reconvene in open session, and may take action on any matter discussed in closed session.

Motion by Supervisor Michels to direct staff to obtain a contract for up the drive waste collection service beginning January 1, 2022. Seconded by Supervisor Woelfle. Motion passed 5-0.

Eleventh order of Business: Closed Session: Upon motion duly made, seconded, and adopted by roll call vote, the Town Board will convene into closed session pursuant to Wisconsin Statutes Section 19.85(1)(e), for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. More specifically, discussion of competitive or bargaining issues arising with the LCFR Fire Board contract and the budget surplus from 2020.

Motion by Supervisor Kranick to enter closed session. Seconded by Supervisor Dionisopoulos.

Supervisor Dionisopoulos - Aye

Supervisor Kranick - Aye

Supervisor Woelfle - Aye

Supervisor Michels - Aye

Chairman Troy - Aye

Motion passed 5-0.

Motion by Supervisor Michels to reconvene from closed session. Seconded by Supervisor Dionisopoulos. Motion passed 5-0.

Following the closed session, the Town Board will reconvene in open session, and may take action on any matter discussed in closed session.

Motion by Supervisor Kranick that the board directs the fire board to keep the 2020 budget surplus funds with LCFR, and they will not redistribute to member municipalities unless authorized by Town Board. Seconded by Supervisor Woelfle. Motion passes 5-0.

Twelfth order of Business: Announcements and Planning items

A. Budget Public Hearing – Tuesday, November 16, 2021 @ 5:30 PM

- B. Town Board of Electors – Tuesday, November 16, 2021, immediately following budget public hearing
- C. Town Board – Tuesday, November 16, 2021, immediately following the Board of Electors meeting
- D. Plan Commission – Tuesday, December 7, 2021 @ 6:30 PM

Thirteenth order of Business: Adjournment:

Motion by Supervisor Kranick to adjourn the Monday, November 8, 2021, Town Board meeting at 4:16 PM. Seconded by Supervisor Dionisopoulos. Motion passed 5-0.

Respectfully submitted:

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

Plan Commission Report for November 2, 2021

Scharnek CSM Agenda Item No. 5. A.

Applicant: Westridge Builders, Inc.
Project: Certified Survey Map (CSM)
Requested Action: Approval of a CSM to combine adjacent lots
Zoning: R-3 Waukesha County Shoreland
Location: N27 W30037 Maple Avenue

Report

The property is made up of Lot 1 and 1/5 of Lot 2 of Crystal Spring Park subdivision. The line runs through the detached garages on the property. The CSM will combine the partial lot and Lot 1 into one lot. In order to remove the property line that splits the lot, the Town and County requires a Certified Survey Map.

The map submitted accomplishes the combination and provides a road dedication in order to have the full 33 feet of road dedication along Maple Avenue. The surveyor has incorporated my technical review comments into the CSM dated October 12, 2021.

We have not received any comments from Waukesha County at this time.

Staff Recommendation:

I recommend approval of the CSM dated October 12, 2021 subject to:

- Incorporation of any comments from Waukesha County Parks and Land Use Department

Tim Barbeau, Town Engineer
October 27, 2021

CERTIFIED SURVEY MAP NO.

Being all of Lot 1 and a part of Lot 2, in CRYSTAL SPRING PARK, being a part of the Southeast 1/4 of the Northeast 1/4 and Northeast 1/4 of the Southeast 1/4 of Section 15, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin.

Notes:

- Denotes 1"x24" iron pipe set.
- ⊙ Denotes iron pipe found and accepted.
- △ Denotes "PK" nail found and accepted.
- Ⓓ Denotes lands dedicated to the Town of Delafield for public street purposes (1,485 sq. ft.).

Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone, (NAD 27/Nov. 2008), with the North Line of the SE 1/4 of Sec. 15, T7N, R18E having an assumed bearing of N 89°18'13" W.

This entire property is within the Jurisdiction of the Waukesha County Shoreland and Floodland Protection Ordinance.

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.

Prepared for: (Agent)
Carl Tomich
N8 W22520-L Johnson Dr.
Waukesha, WI 53186
Ph. (262) 547-0328

Prepared for: (Owner)
Kevin & Tracey Scharnek
N27W30037 Maple Ave.
Pewaukee, WI 53072-4252

Prepared by:
Dennis C. Sauer PLS-2421
Metropolitan Survey Service, Inc.
9415 W. Forest Home Ave.
Hales Corners, WI 53130
Ph. (414) 529-5380

NE Cor.
Sec. 15-7-18
(conc. mon.
w/brass cap)
N 396,449.06
E 2,442,560.26



S 78°06'43" W 87.15'
C.L. of Maple Ave. as traveled

Unplatted Lands

10' Permanent Limited Easement (Doc. No. 2684931)

C.S.M. No. 3779

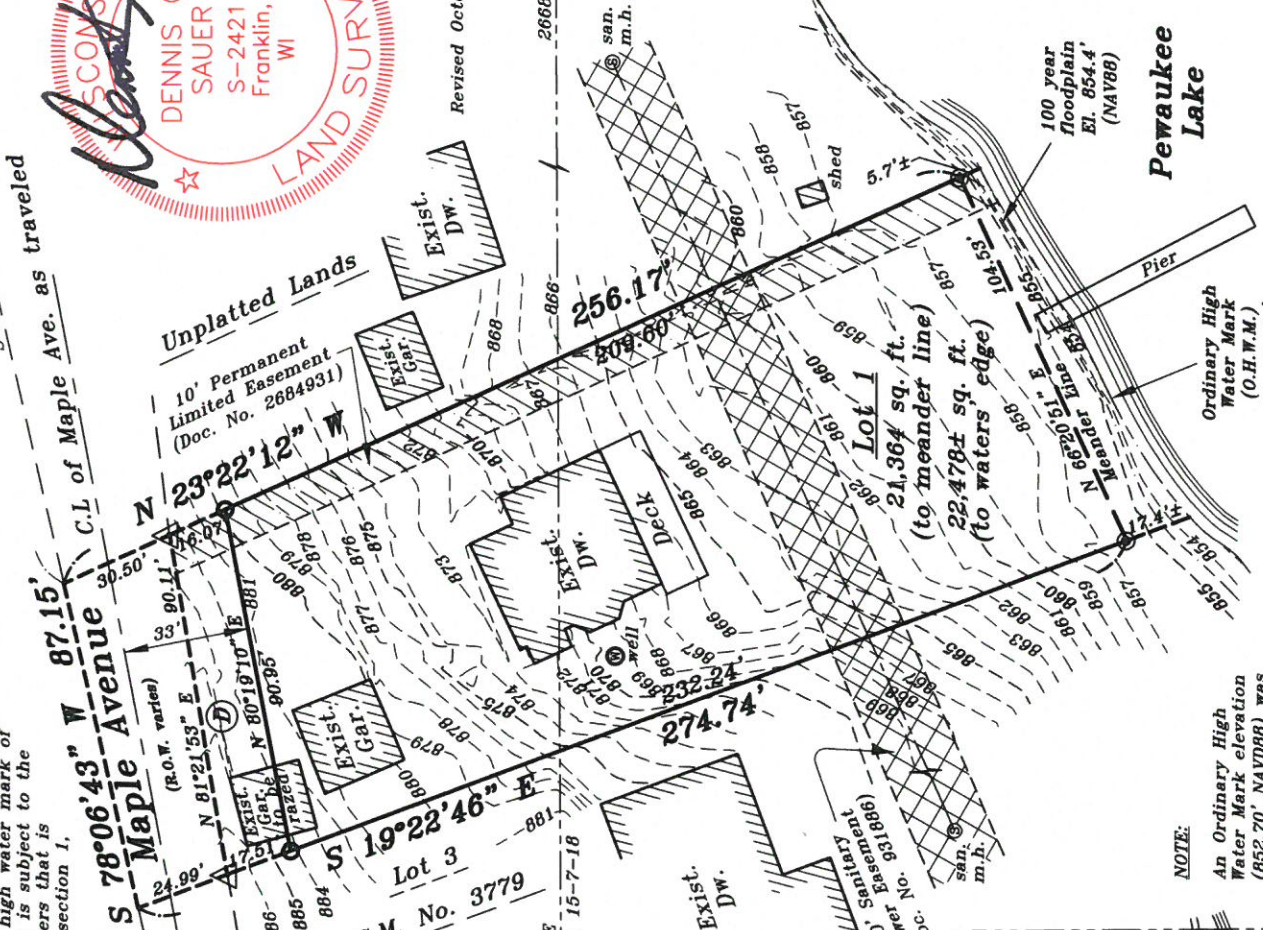
S Maple Avenue
N 23°22'12" W
N 81°21'53" E 30.50'
N 80°18'10" E 88.1'
S 19°22'46" E 88.1'

East Line Sec. 15-7-18
N 00°39'00" E 172.71'
N 00°36'38" E 2589.14'

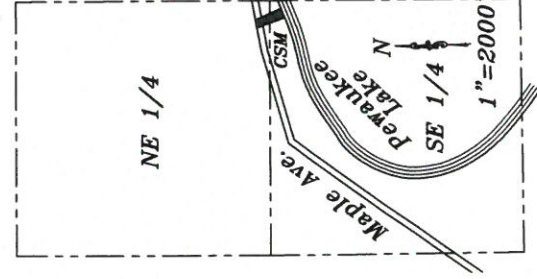
Revised October 12, 2021

Center of Sec. 15-7-18 (conc. mon. w/brass cap)
N 393,830.49
E 2,439,861.65

E 1/4 Cor. Sec. 15-7-18 (conc. mon. w/brass cap)
N 393,798.05
E 2,442,530.18



Scale: 1"=50'



Pewaukee Lake

Ordinary High Water Mark (O.H.W.M.)
EL 852.70' (NAV88)

NOTE:
An Ordinary High Water Mark elevation (852.70' NAVD88) was established for this portion of Pewaukee Lake, based on a staking done by the Wisconsin Department of Natural Resources on February 5, 2005 at W289 N3089 Lakeside Dr.

(verified Sept., 2020)

FLOOD DATA This property is in Zone AE + X of the Flood Insurance Rate Map, Community Panel No. 55133C0178H which has an effective date of November 5, 2014 and is in a Special Flood Hazard Area. Field surveying was not performed to determine this zone. An elevation certificate may be needed to verify this determination or apply for an amendment from the Federal Emergency Management Agency.

FEMA 100-Year Flood Elevation=854.4' (NAV88)

CERTIFIED SURVEY MAP NO. _____

Being all of Lot 1 and a part of Lot 2 in Crystal Spring Park, being a part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 15, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, Dennis C. Sauer, Professional Land Surveyor, do hereby certify:

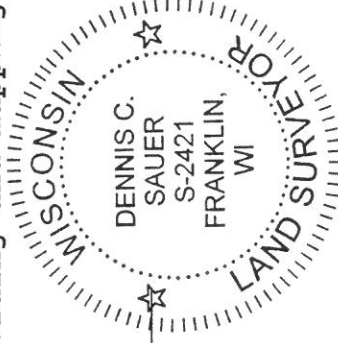
That I have surveyed, divided and mapped all of Lot 1 and a part of Lot 2 in Crystal Spring Park, being a part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 15, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin, bounded and described as follows:
Commencing at the East 1/4 corner of said Section 15; thence N 00°39'00" E along the East line of said Section 15, 172.71 feet to the North line of Crystal Spring Park Subdivision Extended; thence S 78°06'43" W along said North line extended, 200.14 feet to the Northeast corner of Crystal Spring Park Subdivision; thence continuing S 78°06'43" W along the North line of said Crystal Spring Park Subdivision, 87.15 feet to a point; thence S 19°22'46" E, 274.74 feet to a point on the meander line of Pewaukee Lake; thence N 66°20'51" E along said meander line, 104.53 feet to the East line of said Crystal Spring Park Subdivision; thence N 23°22'12" W along said East line, 256.17 feet to the point of beginning.
Together with those lands lying between the aforementioned meander line and the waters edge of Pewaukee Lake. Said lands continuing 25,258 square feet to meander line and 26,372 square feet more or less, to the water's edge of Pewaukee Lake.

That I have made such survey, land division and map by the direction of Kevin Scharnek and Tracey Scharnek, husband and wife, owners of said land.

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

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the requirements of the Town of Delafield, City of Delafield and the Waukesha County Department of Parks and Land Use, in surveying, dividing and mapping of the same.

October 12, 2021
Date



Dennis C. Sauer
Professional Land Surveyor S-2421

PREPARED FOR: (Agent)
Carl Tomich
N8W22520-L Johnson Dr.
Waukesha, WI 53186
Phone: (262)547-0328

(Owner)
Kevin & Tracey Scharnek
N27 S30037 Maple Ave
Pewaukee, WI 53072-4252

PREPARED BY: Dennis C Sauer
Metropolitan Survey Service
9415 W Forest Home Ave, #202
Hales Corners, WI 53130
Phone: (414)529-5380

CERTIFIED SURVEY MAP NO. _____

Being all of Lot 1 and a part of Lot 2 in Crystal Spring Park, being a part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 15, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin.

OWNER'S CERTIFICATE:

Kevin Scharnek and Tracey Scharnek, husband and wife, owners of said land, do hereby certify that we have caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236.34 of the Wisconsin State Statutes and requirements of the Town of Delafield, City of Delafield and the Waukesha County Department of Parks and Land Use.

WITNESS the hand and seal of said owners this _____ day of _____, 20_____.

Kevin Scharnek, Owner _____ Tracey Scharnek, Owner _____

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

PERSONALLY, came before me this _____ day of _____, 20_____, Kevin Scharnek and Tracey Scharnek, Owners, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public _____
State of Wisconsin _____
My Commission Expires: _____

CONSENT OF MORTGAGEE

ONE COMMUNITY BANK, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this map and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said One Community Bank, has caused these presents to be signed by (Name) _____, (Title) _____, at _____, Wisconsin, this _____ day of _____, 20_____.

One Community Bank:

Signed _____
Print Name and Title: _____

PERSONALLY came before me this _____ day of _____, 20_____, (Name), to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public State of Wisconsin _____
My Commission Expires: _____



CERTIFIED SURVEY MAP NO. _____

Being all of Lot 1 and a part of Lot 2 in Crystal Spring Park, being a part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 15, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin.

PLAN COMMISSION APPROVAL

APPROVED by the Plan Commission of the Town of Delafield on this _____ day of _____, 20____.

Kevin Fitzgerald, Chairman
Town of Delafield

Dan Green, Town Clerk
Town of Delafield

EXTRATERRITORIAL APPROVAL

APPROVED by the Village of Hartland this _____ day of _____, 20____.

Darlene Igl, Village Clerk

Jeffrey Pfannerstill, Village President

TOWN BOARD APPROVAL

APPROVED by the Town Board of the Town of Delafield on this _____ day of _____, 20____.

Ronald A. Troy, Chairman
Town of Delafield

Dan Green, Town Clerk
Town of Delafield

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE APPROVAL

The above, which has been filed for approval as required by Chapter 236.34, Wisconsin State Statutes is hereby approved on this _____ day of _____, 20____.

Dale R. 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. All groundwater separation requirements set forth by the Town of Delafield must also be complied with.

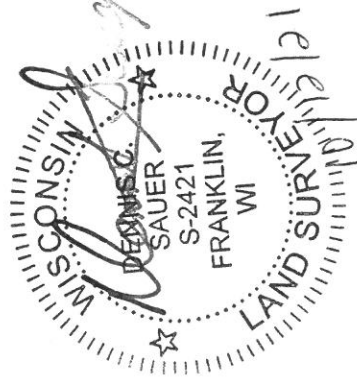
CERTIFIED SURVEY MAP NO. _____

Being all of Lot 1 and a part of Lot 2 in Crystal Spring Park, being a part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 15, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin.

FLOODPLAIN RESTRICTIONS

Those areas identified as a Floodplain Preservation Area on Page 1 of 5 of this Certified Survey Map 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 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.



THIS INSTRUMENT WAS DRAFTED BY:
Dennis C. Sauer, P.L.S. S-2421

TOWN OF DELAFIELD

Municipal Solid Waste and Recycling Contract

GFL Solid Waste Midwest, LLC

Exclusive Solid Waste and Recycling collection and disposal contract made between the Town of Delafield, WI and GFL Solid Waste Midwest, LLC.

TOWN OF DELAFIELD

EXCLUSIVE SOLID WASTE, RECYCLABLES AND BULKY WASTE COLLECTION & DISPOSAL CONTRACT

THIS CONTRACT (“Contract”) is made and entered into this ____ day of _____, 2021, by and between the Town of Delafield, a Wisconsin municipality (hereinafter called “Town”) and GFL Solid Waste Midwest, LLC, a Wisconsin limited liability company (hereinafter called “Contractor”).

WITNESSETH:

WHEREAS, the Town recognizes that it is desirable that provisions be made for the regular and efficient collection, disposal and processing of Solid Waste and Recyclables within the legal boundary limits of the Town; and,

WHEREAS, the Town desires that an independent contractor be utilized to perform Solid Waste and Recyclables collection services within the legal boundary limits of the Town and further desires to enter into a contract granting the Contractor the exclusive right to collect Solid Waste and Recyclables from each Household Unit entitled to it within the Town limits.

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the Town hereby grants to Contractor and Contractor hereby accepts from Town, the exclusive right and obligation to collect and dispose of residential Solid Waste, Recyclables and Bulky Waste accumulating in the normal course within the legal boundary limits of the Town during the term hereof, subject to the following limitations and conditions set forth herein.

1. **Definitions:** The following terms and definitions shall apply in the interpretation of this Contract:

A. “Approved Container” shall mean a container not to exceed thirty-two (32) gallons in capacity to be provided by the Customer for the deposit of Solid Waste subject to collection by Contractor pursuant to this Contract.

B. “Approved Recyclables Container” shall mean a thirty-two (32) gallon container to be provided by the Contractor to each Household Unit for the deposit of Recyclables subject to collection by Contractor pursuant to this Contract.

C. “Bulky Waste” means waste items that are larger than three (3) feet in any dimension, and/or heavier than fifty (50) pounds in weight, and/or otherwise will not fit

within an Approved Container, thus too large or too bulky to be collected by Contractor as part of its normal collection. Such items include, but are not necessarily limited to mattresses and box springs, household furniture (couches, chairs, tables, cabinets, dressers, etc.), dismantled swing sets, plastic swimming pools, large toys, bicycles, fish aquariums, sofas, chairs, tables, carpets (no longer than four feet in length and 12 inches in diameter, must be tied and rolled), sinks, laundry tubs, windows, doors, lawn mowers and snow throwers with no gas and oil in them, lumber (if free of nails, bundled and tied with bundle no larger than 4 feet long by 18-inches in diameter), non-Freon appliances, and other similar items.

D. “Town” shall mean the Town of Delafield, a Wisconsin municipality.

E. “Contractor” shall mean GFL Solid Waste Midwest, LLC, a Wisconsin limited liability company.

F. “Customer” shall mean an owner or occupant of a Household Unit.

G. “Household Unit” shall mean all single-family residences and multi-family residential dwelling units up to four (4) units (including apartments and condominiums). For purposes of this Contract, a single family dwelling shall be counted as one Household Unit, a two family dwelling shall be counted as two Household Units, and so on. Multi-family dwelling units of five (5) or more units, and businesses and other industrial structures shall not be included in this Contract, unless by written approval of Town.

H. “Joint MRF” shall mean the Waukesha County/Town of Milwaukee Joint Material Recovery Facility (MRF) located at 1401 W. Mt. Vernon Avenue, Milwaukee, Wisconsin.

I. “Multi-Family Dwelling” shall mean a residential dwelling unit consisting of five or more residential dwelling units. Multi-Family Dwelling Units shall not be subject to this Contract, unless by approval of Town.

J. “Recyclables” shall mean single stream recycled materials including plastics, glass containers, cardboard, newspaper, mixed paper, tin, steel and aluminum cans, or other recyclable items identified by Waukesha County.

K. “Set-out Site” means a safe and efficient site accessible to the Contractor for the Customer’s placement of Approved Containers and Bulky Waste for collection, with Approved containers generally located anywhere on the driveway, typically near the front of the garage or other easily identifiable area, and for Bulky Waste adjacent to the road edge.

L. “Solid Waste” shall mean nonhazardous municipal solid waste materials generated in the normal and ordinary course by Household Units within the Town, including garbage, refuse, trash, rubbish, and other discarded or materials. The term “Solid Waste” specifically excludes Unacceptable Waste or other types of materials which require special

handling and disposal. Household Units shall dispose of all Solid Waste in Approved Containers.

M. “Up-the-Drive Service” means Collection of Solid Waste and Recyclables using a vehicle that can be driven up a driveway without damaging pavement to the Set-out Site location and whereby Contractor may empty Approved Containers by manual means.

N. “Unacceptable Waste” means (a) waste and materials that are not part of the Services contemplated hereunder, (b) hazardous waste, biomedical waste, special waste, tires, paints, paint solvents, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, ammunition of any type, dead animals, and firearms, (c) yard waste such as tree debris, stumps, plants, cut grass, etc., (d) appliance containing Freon and electronics, (e) waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's vehicles, equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor's employees, and (f) waste which is or may be prohibited from disposal at the applicable disposal site by local, federal or state law, regulation, rule, code, ordinance, order, permit or permit condition.

2. **Term:** The term of this Contract shall commence January 1, 2022, (the “Commencement Date”) and expire December 31, 2028 (the “Initial Term”). This Contract may be renewed upon mutual agreement of the parties for an additional successive renewal term of three (3) years (“Renewal Term”). Either party shall provide the other party with written notice via Certified Mail, of its intent not to renew at least ninety (90) days, but no sooner than one hundred fifty (150) days, prior to the expiration of the Initial Term. (The “Initial Term” and any “Renewal Term” are referred to herein as the “Term”).
3. **Scope of Work:** The work under this Contract shall consist of weekly collection by Contractor of Solid Waste, Bulky Waste, and Recyclables generated in the normal and ordinary course by Household Units within the Town and the transportation and disposal of all such items in accordance with applicable State and Federal laws and regulations, Town Ordinances and related permit(s) issued to Contractor (collectively, the “Collection Services”). In the performance of the Services, Contractor shall also provide the supervision, materials, and equipment necessary to complete the Collection Services in accordance with the terms of this Contract. Collection of Solid Waste, Bulky Waste and Recyclables by Contractor shall be mandatory for all Household Units in the Town, and all such Household Units shall be required

by the Town to use the Collection Services to be provided exclusively by Contractor pursuant to this Contract. The scope of the Collection Services to be provided by Contractor hereunder shall not be amended or modified without the mutual consent of the parties hereto. The Town hereby grants to Contractor the right, and Contractor hereby accepts the obligation, to collect, transport and dispose of all Solid Waste and Recyclables generated by Household Units within the legal boundary limits of the Town as its legal limits may be modified from time to time by annexation during the term of this Contract (collectively the "Collection Services"). Other private or public refuse collectors shall not be permitted by the Town to provide Collection Services to Household Units within the legal boundary limits of the Town during the term of this Contract.

4. **Solid Waste and Bulky Waste Collection:** Contractor shall collect Solid Waste that is timely placed at the Set-out Site no later than 7:00 a.m. by Customers on the day of collection. Contractor shall not begin actual collection before 7:00 a.m. and not continue past 6:00 p.m. unless authorized by the Town. All Solid Waste subject to collection by Contractor pursuant to this Contract shall be placed in Customer-provided containers or plastic bags which shall not exceed thirty-two (32) gallons in volume or have a gross weight of greater than fifty (50) pounds. Bulky Waste shall be placed curbside or roadside for collection and Customer shall contact Contractor in advance to arrange for collection. Bulky Waste collection shall be limited to one (1) item per week. Contractor shall not comingle Solid Waste from the Town with Solid Waste from other municipalities, nor shall Contractor comingle Solid Waste with Recyclables.
- A. Town and Customers shall be allowed to deliver Bulky Waste or additional Solid Waste at the GFL Transfer Station located at 630 East Industrial Drive in Hartland, Wisconsin. Customer shall show proof of residency within the Town, and Contractor shall accept materials at no additional charge to the Customer. Disposal rates shall be charged per Exhibit A. Items accepted for disposal shall be limited to material that is accepted in a Wisconsin landfill.
5. **Equipment and Time of Pickup:** Solid Waste and Recyclables collection shall occur between 7:00 a.m. and 6:00 p.m., on a weekly basis on the same day. Contractor's equipment shall be clearly marked with Contractor's name and shall be utilized in a manner specified by the manufacturer of such equipment to minimize or to prevent the blowing or scattering of any materials onto the public streets or properties adjacent thereto.
- Any collections that have to be cancelled due to inclement weather will be collected on the following business day. Any collections that were missed and were set out by 7 a.m. on day of collection shall be collected at no additional cost within one business day following

notification of missed pick-up. When Contractor does not make a collection because of a violation of this Contract by the Customer, Contractor shall promptly inform Customer by means of a non-collection notice posted at the Customer's property when and why a collection was not made.

Customer shall have the ability to reschedule a pickup for a cost of \$20, to be charged directly to the Customer. Contractor shall handle all containers with care and place them within 5 feet of the Set-out Site, upright and with lid on top.

6. **Disposal of Solid Waste:** Contractor shall deliver all Solid Waste collected hereunder to a licensed landfill, including the Contractor's designated disposal site, that being either the GFL Emerald Park Landfill located in Muskego, Wisconsin; or the GFL Glacier Ridge Landfill located in Horicon, Wisconsin. Fees for disposal are included in the rates set forth in Exhibit A. In the event the Town designates a disposal facility other than those listed previously, then any increase in costs hereunder shall be the responsibility of the Town, and will be reimbursed to the Contractor by the Town as incurred.

7. **Recyclables Collection:** Contractor shall collect Recyclables that are timely placed at the Set-out Site no later than 7:00 a.m. by Customers on the day of collection. All Recyclables subject to collection by Contractor pursuant to this Contract shall be placed in Approved Recyclable Containers which shall not exceed thirty-two (32) gallons and any excess material may be placed in additional containers that shall not exceed a size of thirty-two (32) gallons in volume or have a gross weight of greater than fifty (50) pounds. The Contractor shall comply with the provisions below, which are required to maintain eligibility for access to the Joint MRF, pursuant to an intergovernmental agreement (IGA) between the Town and Waukesha County. The purpose of the IGA is to provide County financial support to the Town, for recycling containers and the direct haul of Recyclables to the Joint Town/County MRF in Milwaukee ("Joint MRF"). Customers shall use the Approved Recyclables Containers only for the purpose for which they are intended and shall not make any alterations or improvements thereto.

A. Approved Recyclables Container Provisions

- i. **Container Standards.** All Approved Recyclables Containers shall be for single sort recyclables and shall meet County standards for in-mold labeling, identifying recyclable and non-recyclable/hazardous materials. All containers shall have a ten (10) year warranty and shall remain the property of the Contractor.

- ii. Replacement Containers. In the event a Household Unit requires a replacement Approved Recyclables Container due to theft, negligence or damage beyond normal wear and tear, a fee of \$45 shall be charged to the Town.
- iii. Distribution and Use of Approved Recyclables Containers. Contractor shall distribute one (1) 32 gallon Approved Recyclables Container to each Household Unit within the Town. If Contractor observes any misuse of an Approved Recyclables Container by a Customer then Contractor shall notify any such Customer at the time such misuse is observed by posting a notice at the property, and shall track and report a summary of non-compliance to the Town monthly.
- iv. Distribution of Educational Materials. Contractor shall attach educational materials to the top of each Approved Recyclables Container upon delivery as noted above. The educational materials will be provided to the Town by Contractor at no cost to the Town.
- v. Contractor Report on Containers. Contractor shall provide the County an annual (calendar year) report by February 1 each year during the Term consisting of the number and size(s) of Approved Recyclables Containers used within the Town, including the number of Household Units that were provided two (2) 32-gallon Approved Recyclables Containers.

B. Direct Haul Provisions

- i. Direct Haul. Contractor shall deliver all Recyclables collected by Contractor pursuant to this Contract to the Joint MRF.
- ii. Delivery Protocol. Contractor shall coordinate delivery times with the Joint MRF operator (i.e., Republic) to maximize efficiencies at the truck scale and tip floor and minimize traffic back-ups. For all Recyclable deliveries to the Joint MRF pursuant to this Contract, Contractor shall comply with County protocol, which is subject to periodic updates to meet the stated intent.
- iii. Record Keeping and Reports. Contractor shall keep records of its Recyclables collection pursuant to this Contract and provide all requested data and reports to the County as needed to administer the IGA and maintain compliance with applicable state or local codes, program rules, and the protocol for delivery of Recyclables to the Joint MRF. This includes, but is not limited to, providing

up-to-date information on haul routes, collection days and times, and vehicles used to collect Recyclables.

iv. Alternate Processing. In the event the Joint MRF is unable to accept Recyclables, the Contractor shall deliver Recyclable materials to an alternate location as directed by the County. Any additional transportation and processing costs will be paid to Contractor by the Town.

8. **Rates:** The monthly rates shall be set forth in Exhibit A.
9. **Rate Adjustments:** The rates shall be increased annually on each anniversary of the Commencement Date beginning January 1, 2023 as documented in Exhibit A. The rates charged by Contractor shall further be changed on a pro-rata basis to reflect any changes in costs actually incurred by Contractor due to any change or interpretation in law, rule or regulation, which increases shall be evidenced by documentation provided by Contractor to the Town. The rates set forth may be decreased on a pro-rata basis to reflect any decreased costs due to any change or interpretation in law, rule or regulation, which decreases shall be evidenced by documentation provided by Contractor to the Town. The rates set forth herein are for Collection Services performed in the normal and ordinary course. If an event results in Solid Waste, Bulky Waste or Recyclables being generated in excess of the normal and ordinary course, then the Contractor and Town will negotiate in good faith the rates applicable to such additional services.
10. **Contractor Provided Approved Recyclables Containers:** Contractor shall provide one (1) 32 gallon Approved Recyclables Container to each Household Unit within the Town. A second Approved Recycling Container will be provided to a Household Unit upon request by the Town at the cost identified below for such container. Contractor will replace, without cost, any Approved Recyclables Container damaged by Contractor during the collection process. Any Approved Recyclable Container damaged by a Customer beyond normal wear and tear, or lost, stolen, or otherwise rendered unusable, will be replaced by Contractor and the replacement cost will be charged to and paid by the Town at a cost of forty-five dollars (\$45) per Approved Recyclable Container. All Approved Recyclable Containers furnished by Contractor for use by Customers shall, while in the possession and control of the Customer, remain the property of Contractor, and neither the Customer nor the Town shall have any ownership rights to such Approved Recyclables Containers. Customers shall use the

Approved Recyclables Containers only for the purpose for which they are intended and shall not make any alterations or improvements thereto.

- 11. Collection at Municipal Sites:** Contractor shall provide Collection Services for municipal buildings and facilities at designated sites as scheduled without charge to the Town as listed in Exhibit B. Contractor shall provide Approved Recyclables Containers and dumpsters as appropriate in sufficient number and capacity to contain Solid Waste and Recyclables until collected.
- 12. Payment to Contractor:** Contractor shall submit invoices directly to the Town on a monthly basis for services rendered hereunder for the prior month based on the number of Household Units, Approved Recyclables Containers and tonnage of Solid Waste collected and disposed of within the Town. On a monthly basis, the Town shall notify Contractor of any new or removed Household Units within the Town. At any time during the Term, either party may request a physical Household Unit Count (but no more frequent than once each calendar year) whereby representatives from both the Town and the Contractor shall jointly conduct a physical count of the number of Household Units and the number of Approved Recyclables Containers in the Town. In the event of any dispute concerning the number of Household Units then a joint physical count of the number of Household Units shall prevail. All Household Unit Counts shall be effective prospectively and shall not be effective retroactively. The Town shall pay Contractor the full amount invoiced, regardless of the amount actually collected by the Contractor from the Household Units in the Town, within thirty (30) days after the date of Contractor's invoice. Additional services requested by a Customer (such as a call back collection, additional collection, collection of materials not included in this contract, or rental of a dumpster) shall be arranged and billed directly to the Customer and not to the Town.
- 13. Service Issues:** The Contractor will answer complaints or questions from the public concerning service issues. As such, Contractor shall provide a live operator and telephone answering service from 7:30 a.m. until 4:30 p.m. Monday through Friday, excluding holidays, for the purpose of receiving complaints and other calls regarding Collection Services provided by Contractor. The location for the Call Center shall be located in Hartland, Wisconsin. The Contractor shall act upon all reasonable and valid complaints within forty-eight (48) hours of receipt of the complaint by Contractor. Contractor shall clean up litter when caused by debris not being placed appropriately and securely within the Contractor's equipment. Contractor will prevent oil, hydraulic fluid, paint or other liquid from leaking out of vehicles. Contractor

will, without undue delay, clean up leaked fluids with absorbent materials, remove same from the ground and apply cleaning agents to soiled surface. All solid waste and recyclable materials shall be collected and transported in such a manner as to avoid damage or destruction to any property and injury or death to any person and to prevent falling or spilling of material.

14. **Licenses and Taxes:** The Contractor shall obtain and keep current all licenses and permits required by applicable law for the performance of the services contemplated herein. Any increases in the costs of such licenses and permits, or the cost of any newly required license or permit during the course of this Contract will be the responsibility of the Town and will be billed by Contractor as incurred.
15. **Indemnification and Insurance:** The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, Automobile/Vehicle Liability, and Commercial General Liability insurance. The Contractor agrees to furnish the Town certificates of insurance and all required endorsements to effect that such insurance has been procured and is in force upon request.

For the purpose of this Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

- a) Commercial general liability insurance with a limit of not less than the greater of
 - (i) \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Vehicle liability insurance, including coverage for owned, non-owned and hired vehicles, with a combined single limit of not less than the greater of \$1,000,000 and containing the broad form pollution endorsement.
- c) Worker's compensation insurance in the amount of state and federal statutory requirements; and
- d) Employer's liability insurance with a limit of not less than \$1,000,000.
- e) Excess Liability coverage with a limit of not less than \$5,000,000.

Contractor shall cause the Town, its elected and appointed officials, officers, employees, and authorized representatives, to be named as an additional insured on the Commercial General Liability Policy, excess liability policy, and the Automobile/Vehicle Policy. All insurance

contracts to be procured and maintained by Contractor pursuant to this Contract shall be written with a carrier whose A.M. Best rating is not less than A+. Prior to commencement of Contractor's Services, Contractor shall provide Town with certificates of insurance and endorsements evidencing the same. Coverage shall be written on a primary and non-contributory basis. Waivers of subrogation in favor of the Town must be endorsed on the Contractor's coverages for all insurance required and provided to the Town. All insurance policies shall be endorsed to provide the Town with 30 days notice of cancellation of insurance and 10 days notice of non-renewal.

A. In any and all claims against an indemnified party, its elected and appointed officials, officers, employees or authorized representatives, or authorized volunteers by an employee of an indemnifying party, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the indemnifying party or any subcontractor under worker's compensation, disability benefit, or other employee benefit laws.

No part of this Indemnity Provision shall give rise to any duties not otherwise provided for by this Contract or by operation of law. No part of this Indemnity Provision shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist under this Contract or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Contract. Any conflict or ambiguity arising between any indemnity provisions in this Contract shall be construed in favor of indemnified parties except when such interpretation would violate the laws of Wisconsin.

The indemnifying party shall reimburse the indemnified party, its elected and appointed officials, officers, employees, authorized representatives, and authorized volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The indemnifying party's obligation to indemnify shall not be restricted to insurance proceeds, if any received by the indemnified party, its elected and appointed officials, officers, employees, authorized representatives, or authorized volunteers.

B. The Contractor will indemnify, defend and hold harmless the Town, its officers, agents, and employees from and against all claims, suits, damages and losses arising out of the negligent or intentional act(s) or failure(s) to act of the Contractor its officers, agents, and

employees in the Contractor's performance of this Contract; provided however, nothing herein shall require Contractor to indemnify, defend or hold the Town harmless from any such damages that result from, are due to or arise solely from the acts of, or any failure to act by, the Town or its employee(s)..

C. Nothing contained within this Contract is intended to be a waiver or estoppel of the Town or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes Sections 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the Town or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

16. **Independent Contractor:** Contractor is in all respects an independent contractor and is in no respect an agent, servant, or employee of the Town.
17. **Legal Holidays:** The following legal holidays shall be observed by the Contractor ("Holiday"): New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a Holiday falls on the normally-scheduled collection day, the Contractor shall provide Collection Services one day later for each of the normally-scheduled collection days remaining in that week, including Saturday.
18. **Force Majeure:** If, and to the extent Contractor is precluded from performing its duties and obligations under this Contract as the result of an Act of God, authority of laws, riots, or other causes beyond its control (a "Force Majeure Event"), Contractor shall be excused to the extent that its performance continues to be precluded by such acts and shall not be considered in default. Contractor shall work with the Town to work around a Force Majeure Event and shall resume its duties and obligations as soon as possible following cessation of the Force Majeure Event.
19. **Amendments:** This Contract constitutes the entire agreement of the parties regarding the subject matter hereof and may be amended or modified only by written agreement signed by both parties.

While Yard Waste Collection is not part of this contract at this time, Contractor has provided proposed fees for performing this collection as shown in Exhibit C. Should the Town desire to add this service, Contractor will honor its proposal subject to rate adjustments as identified above consistent with the year these services are added and going forward.

Emergency Services may be needed during a natural disaster or man-made disaster. Should such services be required, Contractor agrees to provide Emergency Services as outlined in Exhibit D. Fees identified therein are subject to rate adjustments as identified above for the year services are provided.

20. **Notices:** All notices or other communication to be given hereunder shall be in writing and shall be deemed given when mailed by and addressed to:

If to the Town:

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

If to the Contractor:

GFL Environmental Services
Attn: Municipal Market Manager or General Manager
630 Industrial Drive
Hartland, WI 53029

21. **Default:** The occurrence of any of the following shall constitute a default (“Default”) by Contractor.
1. Contractor’s failure to adequately and timely perform or deliver the required Collection Services;
 2. Contractor becomes insolvent or does not or cannot pay or admits in writing to its inability to pay its debts as they mature;
 3. Contractor makes an assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of assets;
 4. Contractor becomes the subject of an “order for relief” within the meaning of the United States Bankruptcy Code or files a petition in bankruptcy, for reorganization, or to affect a plan or other arrangement with creditors;
 5. Contractor has a petition or application filed against it in bankruptcy or any similar proceeding or has such a proceeding commenced against it, and such petition, application, or proceeding shall remain undismissed for a period of ninety (90) days or the Contractor files an answer to such petition or application, admitting the material allegations thereof;
 6. Contractor applies to a court for the appointment of a receiver or custodian for any of its assets or properties or has a receiver or custodian appointed for any

of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment;

7. Contractor adopts a plan of complete liquidation of its assets;
8. Contractor makes a material misrepresentation to Town;
9. Contractor fails to perform any material provision of this Contract.

The occurrence of any of the following shall constitute a default by Town:

1. Town makes a material misrepresentation to Contractor;
2. Town fails to perform any material provision of this Contract.

If either party Defaults in this Contract for thirty (30) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, any nonbreaching or defaulting party may: (i) terminate this Contract; (ii) bring an action for specific performance; or (iii) bring an action for money damages. No remedy is intended to be exclusive of any other remedy but each and every such remedy shall be cumulative. Specifically excluded from both parties' right to any damages is incidental, consequential, indirect or punitive damages.

To ensure the performance of this Contract, Contractor will provide a performance bond (Bond) from an insurance company licensed to transact business in the State of Wisconsin. The surety instrument must authorize the beneficiary Town to draw, in one or more drawings, not more than three (3) months of the estimated service costs of the Town when there is a default by Contractor. This section shall survive the termination of the contract for one (1) year. The surety instrument must be transferable to any successor or assigns of the Town.

22. **Termination Upon or Following a Change of Control.** (a) For the purposes of this Agreement, a "Change of Control" of the Contractor shall be (i) a sale, transfer, merger, acquisition, or other event resulting in the transfer of control of 50% or more of Contractor's assets to any individual or entity other than a wholly-owned subsidiary of Contractor; (ii) assignment by Contractor of the scope of work outlined in this Agreement to any individual or entity other than Contractor or Contractor's use of any subcontractor or labor or equipment owned, employed or managed by an individual or entity other than Contractor in the performance of the scope of work outlined in this Agreement. A Change of Control which occurs during the term of this Agreement shall give Town the exclusive right, at its sole option, to terminate this agreement prior to the expiration of its current term as follows. The

Contractor shall notify the Town in writing of any Change of Control 30 days prior to the change taking effect. In the event of a Change of Control which occurs during the term of this Agreement, Town shall have 90 days following receipt of such notice of such Change of Control to determine whether to terminate this Agreement. Town shall give 180 day notice of its decision to terminate this agreement within the 90 day determination period following any Change in Control of Contractor. Unless separately agreed in writing by the parties, in the event Town decides to terminate this agreement following a Change of Control of Contractor, this Agreement shall continue in full force and effect with Contractor continuing to provide the scope of work outlined in this Agreement until the expiration of the 180 day termination notice provided by the Town. In the event of termination arising from this subsection, the container retrieval fee referenced in Section 10 shall not apply.

23. **Dispute Resolution.** The parties agree to participate in good faith to resolve any dispute, claim or controversy (“Disputes”) arising out of or relating to this Contract. If the Dispute is not resolved by negotiation it shall be resolved in Wisconsin Circuit Court, Waukesha County. The laws of the State of Wisconsin shall apply to any dispute and the parties stipulate that venue is appropriate in Waukesha County.
24. **Attorney’s Fees:** In the event that either party find it necessary to commence an action against the other party to enforce any provisions of this Contract or because of a breach by the other party of any of the terms hereof, the prevailing party shall be entitled to recover from the other party, its reasonable attorney’s fees and other costs incurred in connection therewith, at both trial and appellate levels and the right to such reasonable attorney’s fees and costs shall be deemed to have accrued from the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.
25. **Reports.** Contractor shall prepare and submit monthly reports consisting of a summation of the amount of Solid Waste, Recyclables, and Bulky Wastes are collected pursuant to this Contract. Reports shall also include a Summary of Customer issues / complaints reported during the period along with the resolution of such issue.
26. **Penalties and Fees.** The contractor shall be penalized for certain performance failures, as shown below. The parties acknowledge and agree that the penalties represent a reasonable estimate of actual damages to the Town for Contractor’s failure to perform, and that no further proof of actual damages shall be required. Penalties shall be assessed for each individual even of performance failure by Contractor. The penalty shall be deducted by Town from payment

to Contractor, and all penalty deductions shall be itemized on the statement delivered to Contractor.

- A. **Failure to Respond.** Failure to respond to a service complaint within 48 hours: \$25 per occurrence per unit.
- B. **Faulty Reporting.** Reporting unresolved complaints as resolved: \$100 per each 5 occurrences.
- C. **Same Problem Penalty.** Three or more instances of the same or closely-similar problem at the same service address within any 90-day period: \$150 upon the 3rd occurrence; \$50 per occurrence thereafter.
- D. **Commingling Materials.** Commingling of refuse, program recyclable, yard waste, or any other materials, unless approved in advance by the Town: \$1,000 per occurrence. Town also reserves the right to recover excess Wisconsin Disposal Surcharge Fees if a chronic pattern of commingling is established.
- E. **Failure to Deliver.** Failure to deliver any collected recyclables to a designated facility without Town consent: \$1,000 per occurrence.
- F. **Failure to Clean.** Failure to clean spillage or leakage (oil, hydraulic fluid, solid waste, recyclables, etc.) within 24 hours: \$250 per occurrence.
- G. **Failure to Repair.** Failure to repair or replace a container or cart within 3 days of notice: \$100 per occurrence.
- H. **New Customer Container/Cart.** Failure to provide a container or cart to a new account within 3 days of notice: \$100 per occurrence.
- I. **Reporting.** Failure to submit reports within required timeframes: \$100 per occurrence.

27. **Miscellaneous:**

- A. **Applicable Law.** This Contract is to be construed according to the statutes and laws of the State of Wisconsin.
- B. **Severability.** If any term, covenant, condition or provision of this Contract shall be construed to be illegal, invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and Parties agree to meet and negotiate in good faith concerning substitute language to give effect to the Parties' intention.
- C. **Assignment.** This contract is not assignable without the written consent of the other party.
- D. **Transition Plan.** The attached Transition Plan in Exhibit E shall be implemented by Contractor to ensure a smooth transition from the service provided by the Town's current provider and the services to be provided at the start of this contract by Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the day and year first above written.

**The Town of Delafield
a Wisconsin township**

By _____, Town Chair Date: _____

Printed _____

ATTEST:

_____, Town Clerk Date: _____

Printed _____

**GFL Solid Waste Midwest, LLC,
a Wisconsin limited liability company**

By _____ Date: _____

Printed _____
Name, Title

EXHIBIT A

	\$/Collection Rate/Household/Month
Trash (incl bulk)	\$ 14.07
Recycling	\$ 7.57
Total	\$ 19.67

Municipal Solid Waste Disposal Pricing

Year	Amount Subject To CPI	County/Local Fees	State Tipping Fee	Total
2022	\$ 21.50	\$ 7.50	\$ 12.997	\$ 42.00
2023	TBD	\$ 7.89	\$ 12.997	TBD
2024	TBD	\$ 8.30	\$ 12.997	TBD
2025	TBD	\$ 8.73	\$ 12.997	TBD
2026	TBD	\$ 9.19	\$ 12.997	TBD
2027	TBD	\$ 9.66	\$ 12.997	TBD
2028	TBD	\$ 10.17	\$ 12.997	TBD

* County / Local Fees and State Tipping Fee are subject to change. Town shall pay Contractor actual Fee if this should change.

Exhibit B

MUNICIPAL COLLECTION & DISPOSAL (DUMPSTER) SERVICES

Item	Refuse Collection & Disposal and Recycling Collection	Refuse Size & Quantity	Refuse Collection Freq.	Recycle Size & Quantity	Recycle Collection Freq	Monthly Fee
1	N14W30782 Golf Rd.	1-2yd	weekly			No Fee
2	W302N1208 Maple Ave	1-2yd	weekly	1 - 2 yd	weekly	No Fee

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EXHIBIT D

Emergency Services (as needed)

Contractor shall provide 30 yard containers for either Solid Waste or Recyclables at the Town's Public Works Building or other areas in the Town upon request of the Village Administrator. Fees for such service are as identified below and subject to rate adjustments identified in this contract:

- \$125 per haul; disposal fee shall be the same as charged for the collection services.

Extra personnel can provided for collection and beyond in an Emergency for additional roadside collections (downed trees, floods, etc.) at the following rates and subject to rate adjustments identified in this contract:

- One man Crew \$200/ hr.
- Two man crew \$250/ hr.

In the event the Town would need to or elect to haul material directly to a landfill identified in this contract, disposal rate would be the rate identified per ton subject to rate adjustments identified in this contract.

EXHIBIT E

Transition Plan

1. Informational letter to be sent to residents with Town tax bill
 - a. GFL Intro (start date, etc.)
 - b. Day changes (as proposed)
 - c. Container delivery dates (proposed Dec 27-Jan7)
2. Container Delivery Phase
 - a. Delivery of 32 gal containers to residences beginning mid-December
 - i. Delivery will be based on collection days/zones
 - b. Residents will receive an additional info packet
 - i. Customer Service info
 - ii. Collection guidelines
 - iii. Waste and Recycling guidelines
 - iv. Service Days/Schedule

DRAFT

Humane Animal Welfare Society Service Agreement

This agreement is entered into the 1st day of January, 2022 (hereinafter "Effective Date") by and between the Town of Delafield, existing under the laws of the State of Wisconsin, with principal offices located at W302 N1254 Maple St., Delafield, WI 53018 (hereinafter "Municipality"), and the Humane Animal Welfare Society of Waukesha County, Inc. a Wisconsin corporation, with principal offices located at 701 Northview Road, Waukesha, WI 53188 (hereinafter "HAWS").

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

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

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

1. SERVICES

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

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

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

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

RECLAIM: In the event an owner reclaims a lost animal, HAWS will collect and receive any and all fees associated with boarding, pick up and transportation charges from the owner. These fees shall be the property of HAWS. HAWS will collect and transfer municipal fines as requested. At such time, HAWS shall require the citizen to provide proof of animal licensure and proof of vaccination(s) as required under State law. No animal shall be released from HAWS without this proof.

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

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

EUTHANASIA SERVICES: HAWS shall provide Humane Animal Euthanasia and Cremation services for citizens of the Municipality, upon request of citizens for personally owned animals. Any fees associated with this process shall be paid by the citizen requesting euthanasia.

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

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

STATE LAW: HAWS shall comply with all State and Federal laws concerning its operations, services, and facilities.

2. FEES

- 2.1 HAWS agrees to provide Services to the **Town of Delafield** for an annual fee of **\$2,346.00**. No additional fees will be charged to the municipality for Services.
- 2.2 Fees shall be paid by the Municipality to HAWS on an annual basis. The Municipality shall remit such fees to HAWS within 45 days of Effective Date of this Agreement or from the date of invoice, or in accordance with prior arrangements made with HAWS.

3. TERM AND TERMINATION

- 3.1 This Agreement shall be in full force and effect until **December 31, 2024**, (hereinafter "Renewal Date") before which time a new Agreement will be sent to the Municipality for the next three-year term.
- 3.2 This Agreement may be terminated by either party upon providing 60 days written notice to the other party prior to Renewal Date.
- 3.3 This Agreement may be immediately terminated by either party should the other party become insolvent, files a petition for bankruptcy, makes an assignment for the benefit of creditors, or someone files a petition of involuntary bankruptcy on behalf of the party.

This Agreement with the Town of Delafield is for the three calendar years of **2022, 2023 and 2024**, for which HAWS' annual fees will remain the same.

Dated this 1st day of November, 2021 .

Please return this signed Agreement with full payment for 2022 Services (see invoice). Keep a copy for your records.

Humane Animal Welfare Society of Waukesha County, Inc.

Andrés García
By: Andrés García, Field and Facilities Manager

Town of Delafield, Delafield, Wis.

By: Municipal Official

GOVERNMENTAL CERTIFICATE

Borrower: Lake Country Fire & Rescue
115 Main Street
Delafield, WI 53018

Lender: Town Bank, N.A.
850 W. North Shore Dr.
Hartland, WI 53029

Entity: Town of Delafield
W302N1254 Maple Avenue
Delafield, WI 53018

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE ENTITY'S EXISTENCE. The complete and correct name of the governmental entity is Town of Delafield ("Entity"). The Entity is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of Wisconsin. The Entity has the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The Entity maintains an office at W302N1254 Maple Avenue, Delafield, WI 53018. The Entity shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of the Entity and any other governmental or quasi-governmental authority or court applicable to the Entity and the Entity's business activities.

CERTIFICATES ADOPTED. At a meeting of the appropriate governing body of the Entity, duly called and held on _____, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Certificate were adopted.

OFFICIALS. The following named persons is an Officials of Town of Delafield:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
Ron Troy	Chairman	Y X	_____
Dan Green	Administrator-Clerk/Treasurer	Y X	_____

ACTIONS AUTHORIZED. Any two (2) of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Entity. Specifically, but without limitation, any two (2) of such authorized persons is authorized, empowered, and directed to do the following for and on behalf of the Entity:

Guaranty. To guarantee or act as surety for loans or other financial accommodations to Borrower from Lender on such guarantee or surety terms as may be agreed upon between the Officials of the Entity and Lender and in such sum or sums of money as in their judgment should be guaranteed or assured, (the "Guaranty").

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Entity or in which the Entity now or hereafter may have an interest, including without limitation all of the Entity's real property and all of the Entity's personal property (tangible or intangible), as security for the Guaranty, and as a security for the payment of any loans, any promissory notes, or any other or further indebtedness of Lake Country Fire & Rescue to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered. The provisions of this Certificate authorizing or relating to the pledge, mortgage, transfer, endorsement, hypothecation, granting of a security interest in, or in any way encumbering, the assets of the Entity shall include, without limitation, doing so in order to lend collateral security for the indebtedness, now or hereafter existing, and of any nature whatsoever, of Lake Country Fire & Rescue to Lender. The Entity has considered the value to itself of lending collateral in support of such indebtedness, and the Entity represents to Lender that the Entity is benefited by doing so.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Subordination. To subordinate, in all respects, any and all present and future indebtedness, obligations, liabilities, claims, rights, and demands of any kind which may be owed, now or hereafter, from any person or entity to the Entity to all present and future indebtedness, obligations, liabilities, claims, rights, and demands of any kind which may be owed, now or hereafter, from such person or entity to Lender ("Subordinated Indebtedness"), together with subordination by the Entity of any and all security interests of any kind, whether now existing or hereafter acquired, securing payment or performance of the Subordinated Indebtedness; all on such subordination terms as may be agreed upon between the Entity's Officials and Lender and in such amounts as in their judgment should be subordinated.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Entity or in which the Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Entity's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Further Acts. To do and perform such other acts and things and to execute and deliver such other documents and agreements, **including agreements waiving the right to a trial by jury**, as the Officials may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

ASSUMED BUSINESS NAMES. The Entity has filed or recorded all documents or filings required by law relating to all assumed business names used by the Entity. Excluding the name of the Entity, the following is a complete list of all assumed business names under which the Entity does business: **None.**

NOTICES TO LENDER. The Entity will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Entity's name; (B) change in the Entity's assumed business name(s); (C) change in the structure of the Entity; (D) change in the authorized signer(s); (E) change in the Entity's principal office address; (F) change in the Entity's principal residence; or (G) change in any other aspect of the Entity that directly or indirectly relates to any agreements between the Entity and Lender.

**GOVERNMENTAL CERTIFICATE
(Continued)**

Loan No: 910001067-1

Page 2

CERTIFICATION CONCERNING OFFICIALS AND CERTIFICATES. The Officials named above is duly elected, appointed, or employed by or for the Entity, as the case may be, and occupy the positions set opposite their respective names. This Certificate now stands of record on the books of the Entity, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Certificate and performed prior to the passage of this Certificate are hereby ratified and approved. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Entity's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signatures set opposite the names listed above is their genuine signatures.

We each have read all the provisions of this Certificate, and we each personally and on behalf of the Entity certify that all statements and representations made in this Certificate are true and correct. This Governmental Certificate is dated October 28, 2021.

CERTIFIED TO AND ATTESTED BY:

X _____
Ron Troy, Chairman of Town of Delafield

X _____
Dan Green, Administrator-Clerk/Treasurer of Town of
Delafield

NOTE: If the Officials signing this Certificate is designated by the foregoing document as one of the officials authorized to act on the Entity's behalf, it is advisable to have this Certificate signed by at least one non-authorized official of the Entity.

COMMERCIAL GUARANTY

Borrower: Lake Country Fire & Rescue
115 Main Street
Delafield, WI 53018

Lender: Town Bank, N.A.
850 W. North Shore Dr.
Hartland, WI 53029

Guarantor: Town of Delafield
W302N1254 Maple Avenue
Delafield, WI 53018

CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of Guarantor's Share of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's obligations are continuing.

INDEBTEDNESS. The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unexpired guaranties.

GUARANTOR'S SHARE OF THE INDEBTEDNESS. The words "Guarantor's Share of the Indebtedness" as used in this Guaranty mean 22.510% of all the principal amount, interest thereon to the extent not prohibited by law, and all collection costs, expenses and attorneys' fees whether or not there is a lawsuit, and if there is a lawsuit, any fees and costs for trial and appeals.

Lender shall determine Guarantor's Share of the Indebtedness when Lender makes demand on Guarantor. After a determination, Guarantor's Share of the Indebtedness will only be reduced by sums actually paid by Guarantor under this Guaranty, but will not be reduced by sums from any other source including, but not limited to, sums realized from any collateral securing the Indebtedness or this Guaranty, or payments by anyone other than Guarantor, or reductions by operation of law, judicial order or equitable principles. Lender has the sole and absolute discretion to determine how sums shall be applied among guaranties of the Indebtedness.

The above limitation on liability is not a restriction on the amount of the Note of Borrower to Lender either in the aggregate or at any one time.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after actual receipt by Lender of Guarantor's written revocation. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new Indebtedness" does not include all or part of the Indebtedness that is: incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guaranty or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. **It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Guarantor's Share of the Indebtedness remains unpaid and even though the Guarantor's Share of the Indebtedness may from time to time be zero dollars (\$0.00).**

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof, **without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time:** (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with

COMMERCIAL GUARANTY (Continued)

or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to apply the amount realized from any sale on a judgment of foreclosure or other disposition of collateral or security securing the Indebtedness, whether by credit bid or otherwise, as the sole credit to be applied to the Indebtedness and Guarantor's liability under this Guaranty, even if it is otherwise determined that the value of the collateral or security is greater than the sale price; (H) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (I) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

**COMMERCIAL GUARANTY
(Continued)**

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wisconsin without regard to its conflicts of law provisions.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Waive Jury. Lender and Guarantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Guarantor against the other.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Lake Country Fire & Rescue and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Guarantor. The word "Guarantor" means everyone signing this Guaranty, including without limitation Town of Delafield, and in each case, any signer's successors and assigns.

Guarantor's Share of the Indebtedness. The words "Guarantor's Share of the Indebtedness" mean Guarantor's indebtedness to Lender as more particularly described in this Guaranty.

Guaranty. The word "Guaranty" means this guaranty from Guarantor to Lender.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word "Lender" means Town Bank, N.A., its successors and assigns.

Note. The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**COMMERCIAL GUARANTY
(Continued)**

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED OCTOBER 28, 2021.

GUARANTOR:

TOWN OF DELAFIELD

By: _____
Ron Troy, Chairman of Town of Delafield

By: _____
Dan Green, Administrator-Clerk/Treasurer of Town
of Delafield

BUSINESS LOAN AGREEMENT

Borrower: Lake Country Fire & Rescue
115 Main Street
Delafield, WI 53018

Lender: Town Bank, N.A.
850 W. North Shore Dr.
Hartland, WI 53029

THIS BUSINESS LOAN AGREEMENT dated October 28, 2021, is made and executed between Lake Country Fire & Rescue ("Borrower") and Town Bank, N.A. ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement. This Agreement shall apply to any and all present and future loans, loan advances, extension of credit, financial accommodations and other agreements and undertakings of every nature and kind that may be entered into by and between Borrower and Lender now and in the future.

TERM. This Agreement shall be effective as of October 28, 2021, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

LINE OF CREDIT. The Indebtedness includes a revolving line of credit. Advances under the Indebtedness, as well as directions for payment from Borrower's accounts, may be requested either orally or in writing by Borrower. Lender may, but need not require that all non-written requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person as described in the "Advance Authority" section below or (B) credited to any of Borrower's accounts with Lender.

ADVANCE AUTHORITY. The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: **Rob Bennett, Fire Board President of Lake Country Fire & Rescue; Matthew Fennig, Fire Chief of Lake Country Fire & Rescue; and Sandra Rosch, Secretary/Treasurer of Lake Country Fire & Rescue.**

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) guaranties; (6) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Borrower is an organization which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Wisconsin. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign association in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 115 Main Street, Delafield, WI 53018. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: **None.**

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower, do not require the consent or approval of any other person, regulatory authority, or governmental body, and do not conflict with, result in a violation of, or constitute a default under (1) any provision of any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties. Borrower has the power and authority to enter into the Note and the Related Documents and to grant collateral as security for the Loan. Borrower has the further power and authority to own and to hold all of Borrower's assets and properties, and to carry on Borrower's business as presently conducted.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

BUSINESS LOAN AGREEMENT (Continued)

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

Commercial Purposes. Borrower intends to use the Loan proceeds solely for business or commercially related purposes.

Employee Benefit Plans. Each employee benefit plan as to which Borrower may have any liability complies in all material respects with all applicable requirements of law and regulations, and (1) no Reportable Event nor Prohibited Transaction (as defined in ERISA) has occurred with respect to any such plan, (2) Borrower has not withdrawn from any such plan or initiated steps to do so, (3) no steps have been taken to terminate any such plan or to appoint a trustee to administer such a plan, and (4) there are no unfunded liabilities other than those previously disclosed to Lender in writing.

Investment Company Act. Borrower is not an "investment company" or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

Public Utility Holding Company Act. Borrower is not a "holding company", or a "subsidiary company" of a "holding company", or an "affiliate" of a "holding company" or of a "subsidiary company" of a "holding company", within the meaning of the Public Utility Holding Company Act of 1935, as amended.

Regulations T and U. Borrower is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulations T and U of the Board of Governors of the Federal Reserve System).

Information. All information previously furnished or which is now being furnished by Borrower to Lender for the purposes of or in connection with this Agreement or any transaction contemplated by this Agreement is, and all information furnished by or on behalf of Borrower to Lender in the future will be, true and accurate in every material respect on the date as of which such information is dated or certified; and no such information is or will be incomplete by omitting to state any material fact the omission of which would cause the information to be misleading.

Claims and Defenses. There are no defenses or counterclaims, offsets or other adverse claims, demands or actions of any kind, personal or otherwise, that Borrower, any Grantor, or any Guarantor could assert with respect to the Note, Loan, this Agreement, or the Related Documents.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Repayment. Repay the Loan in accordance with its terms and the terms of this Agreement.

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

BUSINESS LOAN AGREEMENT (Continued)

Financial Statements. Furnish Lender with the following:

Annual Statements. As soon as available, but in no event later than one-hundred-twenty (120) days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, audited by a certified public accountant satisfactory to Lender.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Guaranties. Prior to disbursement of any Loan proceeds, furnish executed guaranties of the Loans in favor of Lender, executed by the guarantors named below, on Lender's forms, and in the amounts and under the conditions set forth in those guaranties.

<u>Names of Guarantors</u>	<u>Amounts</u>
City of Delafield	41.140% of Borrower's Indebtedness
Town of Delafield	22.510% of Borrower's Indebtedness
Town of Genesee	16.050% of Borrower's Indebtedness
Village of Nashotah	5.440% of Borrower's Indebtedness
Village of Chenequa	5.220% of Borrower's Indebtedness
Village of Wales	6.140% of Borrower's Indebtedness
Village of Oconomowoc Lake	3.500% of Borrower's Indebtedness

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender, and in all other loan agreements now or in the future existing between Borrower and any other party. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Change of Location. Immediately notify Lender in writing of any additions to or changes in the location of Borrower's businesses.

Title to Assets and Property. Maintain good and marketable title to all of Borrower's assets and properties.

Notice of Default, Litigation and ERISA Matters. Forthwith upon learning of the occurrence of any of the following, Borrower shall provide Lender with written notice thereof, describing the same and the steps being taken by Borrower with respect thereto: (1) the occurrence of any Event of Default, or (2) the institution of, or any adverse determination in, any litigation, arbitration proceeding or governmental proceeding, or (3) the occurrence of a Reportable Event under, or the institution of steps by Borrower to withdraw from, or the institution

**BUSINESS LOAN AGREEMENT
(Continued)**

of any steps to terminate, any employee benefit plan as to which Borrower may have any liability.

Other Information. From time to time Borrower will provide Lender with such other information as Lender may reasonably request.

Employee Benefit Plans. So long as this Agreement remains in effect, Borrower will maintain each employee benefit plan as to which Borrower may have any liability, in compliance with all applicable requirements of law and regulations.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

Deposit Relationship. Lender shall be the primary depository institution while this Agreement is in effect. Borrower failure to comply with this condition will result in an Event of Default.

Annual Cleanup Provision. Borrower agrees the proposed line of credit will be rested at a zero balance for a minimum of ninety (90) consecutive days, tested annually.

RECOVERY OF ADDITIONAL COSTS. If the imposition of or any change in any law, rule, regulation, guideline, or generally accepted accounting principle, or the interpretation or application of any thereof by any court, administrative or governmental authority, or standard-setting organization (including any request or policy not having the force of law) shall impose, modify or make applicable any taxes (except federal, state or local income or franchise taxes imposed on Lender), reserve requirements, capital adequacy requirements or other obligations which would (A) increase the cost to Lender for extending or maintaining the credit facilities to which this Agreement relates, (B) reduce the amounts payable to Lender under this Agreement or the Related Documents, or (C) reduce the rate of return on Lender's capital as a consequence of Lender's obligations with respect to the credit facilities to which this Agreement relates, then Borrower agrees to pay Lender such additional amounts as will compensate Lender therefor, within five (5) days after Lender's written demand for such payment, which demand shall be accompanied by an explanation of such imposition or charge and a calculation in reasonable detail of the additional amounts payable by Borrower, which explanation and calculations shall be conclusive in the absence of manifest error.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Indebtedness and Liens. (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge or restructure as a legal entity (whether by division or otherwise), consolidate with or acquire any other entity, change its name, convert to another type of entity or redomesticate, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) make any distribution with respect to any capital account, whether by reduction of capital or otherwise.

Loans, Acquisitions and Guaranties. (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

BUSINESS LOAN AGREEMENT (Continued)

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf, or made by Guarantor, under this Agreement or the Related Documents in connection with the obtaining of the Loan evidenced by the Note or any security document directly or indirectly securing repayment of the Note is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going organization, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Execution; Attachment. Any execution or attachment is levied against the Collateral, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

Change in Zoning or Public Restriction. Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of the Collateral such that the present or intended use of the Collateral, as specified in the Related Documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed.

Default Under Other Lien Documents. A default occurs under any other mortgage, deed of trust or security agreement covering all or any portion of the Collateral.

Judgment. Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment for the payment of money involving more than ten thousand dollars (\$10,000.00) against Borrower and the failure by Borrower to discharge the same, or cause it to be discharged, or bonded off to Lender's satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default on Indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be, after Lender sends written notice to Borrower or Grantor, as the case may be, demanding cure of such default: (1) cure the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

ADDITIONAL DOCUMENTS. Borrower shall provide Lender with the following additional documents:

Documents of Organization. Borrower has provided or will provide Lender with a certified copy of Borrower's Articles of Organization or other enabling documents, as the case may be, together with an appropriate certificate, resolution or agreement authorizing and designating one or more of the officers or agents to execute this Agreement, the Note and any and all Security Agreements directly or indirectly securing repayment of the same, and to consummate the borrowings and other transactions as contemplated under this Agreement, and to consent to the remedies following any default by Borrower as provided in this Agreement and in any Security Agreements.

Opinion of Counsel. When required by Lender, Borrower has provided or will provide Lender with an opinion of Borrower's counsel certifying to and that: (1) Borrower's Note, any Security Agreements and this Agreement constitute valid and binding obligations on Borrower's part that are enforceable in accordance with their respective terms; (2) Borrower is validly existing and in good standing; (3) Borrower has authority to enter into this Agreement and to consummate the transactions contemplated under this Agreement; and (4) such other matters as may have been requested by Lender or by Lender's counsel.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

BUSINESS LOAN AGREEMENT (Continued)

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Borrower Information. Borrower consents to the release of information on or about Borrower by Lender in accordance with any court order, law or regulation and in response to credit inquiries concerning Borrower.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wisconsin without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Wisconsin.

Non-Liability of Lender. The relationship between Borrower and Lender created by this Agreement is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Borrower. Borrower is exercising Borrower's own judgment with respect to Borrower's business. All information supplied to Lender is for Lender's protection only and no other party is entitled to rely on such information. There is no duty for Lender to review, inspect, supervise or inform Borrower of any matter with respect to Borrower's business. Lender and Borrower intend that Lender may reasonably rely on all information supplied by Borrower to Lender, together with all representations and warranties given by Borrower to Lender, without investigation or confirmation by Lender and that any investigation or failure to investigate will not diminish Lender's right to so rely.

Notice of Lender's Breach. Borrower must notify Lender in writing of any breach of this Agreement or the Related Documents by Lender and any other claim, cause of action or offset against Lender within thirty (30) days after the occurrence of such breach or after the accrual of such claim, cause of action or offset. Borrower waives any claim, cause of action or offset for which notice is not given in accordance with this paragraph. Lender is entitled to rely on any failure to give such notice.

Indemnification of Lender. Borrower agrees to indemnify, to defend and to save and hold Lender harmless from any and all claims, suits, obligations, damages, losses, costs and expenses (including, without limitation, Lender's attorneys' fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by Lender, its officers, directors, employees, and agents arising out of, relating to, or in any manner occasioned by this Agreement and the exercise of the rights and remedies granted Lender under this, as well as by: (1) the ownership, use, operation, construction, renovation, demolition, preservation, management, repair, condition, or maintenance of any part of the Collateral; (2) the exercise of any of Borrower's rights collaterally assigned and pledged to Lender hereunder; (3) any failure of Borrower to perform any of its obligations hereunder; and/or (4) any failure of Borrower to comply with the environmental and ERISA obligations, representations and warranties set forth herein. The foregoing indemnity provisions shall survive the cancellation of this Agreement as to all matters arising or accruing prior to such cancellation and the foregoing indemnity shall survive in the event that Lender elects to exercise any of the remedies as provided under this Agreement following default hereunder. Borrower's indemnity obligations under this section shall not in any way be affected by the presence or absence of covering insurance, or by the amount of such insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under any insurance policy or policies affecting the Collateral and/or Borrower's business activities. Should any claim, action or proceeding be made or brought against Lender by reason of any event as to which Borrower's indemnification obligations apply, then, upon Lender's demand, Borrower, at its sole cost and expense, shall defend such claim, action or proceeding in Borrower's name, if necessary, by the attorneys for Borrower's insurance carrier (if such claim, action or proceeding is covered by insurance), or otherwise by such attorneys as Lender shall approve. Lender may also engage its own attorneys at its reasonable discretion to defend Borrower and to assist in its defense and Borrower agrees to pay the fees and disbursements of such attorneys.

Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible,

BUSINESS LOAN AGREEMENT (Continued)

the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Sole Discretion of Lender. Whenever Lender's consent or approval is required under this Agreement, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Lender and Lender's decision shall be final and conclusive.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of the Related Documents, shall be continuing in nature, shall be deemed made and redated by Borrower at the time each Loan Advance is made, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means Lake Country Fire & Rescue and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

ERISA. The word "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and including all regulations and published interpretations of the act.

Event of Default. The words "Event of Default" mean individually, collectively, and interchangeably any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan, and, in each case, Borrower's successors, assigns, heirs, personal representatives, executors and administrators of any guarantor, surety, or accommodation party.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means Town Bank, N.A., its successors and assigns.

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time, and further including any and all subsequent amendments, additions, substitutions, renewals and refinancings of any of Borrower's Loans.

Note. The word "Note" means the Note dated October 28, 2021 and executed by Lake Country Fire & Rescue in the principal amount of \$500,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Permitted Liens. The words "Permitted Liens" mean (1) liens and security interests securing Indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, individually, collectively, and interchangeably, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED OCTOBER 28, 2021.

BORROWER:

LAKE COUNTRY FIRE & RESCUE

By: _____
Rob Bennett, Fire Board President of Lake Country
Fire & Rescue

By: _____
Matthew Fennig, Fire Chief of Lake Country Fire &
Rescue

By: _____
Sandra Rosch, Secretary/Treasurer of Lake Country
Fire & Rescue

LENDER:

TOWN BANK, N.A.

By: _____
Authorized Signer

November 16, 2021
Pre-Sale Report for

Town of Delafield, Wisconsin

\$2,685,000 General Obligation Refunding Bonds,
Series 2022A



Prepared by:

Ehlers
N21W23350 Ridgeview Parkway West,
Suite 100
Waukesha, WI 53188

Advisors:

Greg Johnson, Senior Municipal Advisor
Philip Cosson, Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$2,685,000 General Obligation Refunding Bonds, Series 2022A

Purposes:

The proposed issue includes financing for the following purposes:

Current refund the G.O. Building Bonds, Series 2014A. Debt service will be paid from ad valorem property taxes.

Interest rates on the obligations proposed to be refunded are 3.00% to 3.75%. The refunding is expected to reduce debt service expense by approximately \$270,758 over the next 12 years. The Net Present Value Benefit of the refunding is estimated to be \$242,871, equal to 8.689% of the refunded principal. This refunding is considered to be a Current Refunding as the obligations being refunded will be within 90 days of the closing date of the new Bonds.

Authority:

The Bonds are being issued pursuant to Wisconsin Statute(s):

- 67.04

The Bonds will be general obligations of the Town for which its full faith, credit and taxing powers are pledged. The Bonds count against the Town's General Obligation Debt Capacity Limit of 5% of total Town Equalized Valuation. Following issuance of the Bonds, the Town's total General Obligation debt principal outstanding will be approximately \$3.2 million, which is 4% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$91 million.

Term/Call Feature:

The Bonds are being issued for a term of 12 years. Principal on the Bonds will be due on April 1 in the years 2023 through 2034. Interest is payable every six months beginning October 1, 2022. The Bonds will be subject to prepayment at the discretion of the Town on April 1, 2029 or any date thereafter.

Bank Qualification:

Because the Town is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the Town will be able to designate the Bonds as "bank qualified" obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.

Rating:

The Town's most recent bond issues were rated by Moody's Investors Service. The current ratings on those bonds are "Aa1". The Town will request a new rating for the Bonds.

Basis for Recommendation:

Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of Bonds as a suitable option based on:

- The expectation this form of financing will provide the overall lowest cost of funds while also meeting the Town's objectives for term, structure and optional redemption.
- The Town having adequate General Obligation debt capacity to undertake this financing and anticipating any potential rating impacts.
- The existing General Obligation pledge securing the obligations to be refunded.

Method of Sale/Placement:

We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.

We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the Town.

For this issue of Bonds, any premium amount received will be used to reduce the issue size. These adjustments may slightly change the true interest cost of the original bid, either up or down. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the Town's objectives for this financing.

Other Considerations:

The Bonds will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to “term up” some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Bonds. This makes your issue more marketable, which can result in lower borrowing costs. In the event that the successful bidder utilizes a term bond structure, we recommend the Town retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the Town and find that other than the obligations proposed to be refunded by the Bonds, there are no other refunding opportunities at this time. We will continue to monitor the market and the call dates for the Town’s outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the Town has less than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the Town will be agreeing to provide its Audited Financial Statements annually as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The Town is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The Town must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations (“Arbitrage Rules”) throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The Town’s specific arbitrage responsibilities will be detailed in the Tax Exemption Certificate (the “Tax Compliance Document”) prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

We recommend that the Town review its specific responsibilities related to the Bonds with an arbitrage expert in order to utilize one or more of the exceptions listed above. We also recommend that you establish written procedures regarding compliance with IRS rules and/or contract with Ehlers to assist you.

Investment of Bond Proceeds:

Ehlers can assist the Town in developing a strategy to invest your Bond proceeds until the funds are needed to redeem the refunded obligations.

Risk Factors:

Current Refunding: The Bonds are being issued to finance a current refunding of prior Town debt obligations. Those prior debt obligations are callable on or after April 1, 2022. The new Bonds will not be pre-payable until April 1, 2029.

This refunding is being undertaken based in part on an assumption that the Town does not expect to pre-pay off this debt prior to the new call date and that market conditions warrant the refunding at this time.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Quarles & Brady LLP

Paying Agent: Issuer unless term bonds offered, then Bond Trust Services Corporation

Rating Agency: Moody's Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by Town Board:	November 16, 2021
Conference with Rating Agency:	December 8, 2021
Due Diligence Call to review Official Statement:	Week of December 27, 2021
Distribute Official Statement:	January 3, 2022
Town Board Meeting to Award Sale of the Bonds:	January 11, 2022
Estimated Closing Date:	February 3, 2022
Redemption Date for the Obligations Being Refunded:	April 1, 2022

Attachments

Estimated Sources and Uses of Funds

Estimated Debt Service Savings

G.O. Debt Capacity Projection

EHLERS' CONTACTS

Greg Johnson, Senior Municipal Advisor	(262) 796-6168
Philip Cosson, Senior Municipal Advisor	(262) 796-6161
Sue Porter, Senior Public Finance Analyst/Marketing Coordinator	(262) 796-6167
Kathy Myers, Senior Financial Analyst	(262) 796-6177

Town of Delafield, WI

Table 1: Estimated Financing Plan

	G.O. Refunding Bonds 2022A
Projects	
Principal Due on 4/1/2022	2,795,000
Interest Due on 4/1/2022	45,238
4/1/2022 payment funds on hand	(246,971)
Total Project Funds	2,593,267
Estimated Finance Related Expenses	
Municipal Advisor	25,100
Bond Counsel	13,000
Disclosure Counsel	7,800
Rating Agency Fee	13,500
Paying Agent	850
Underwriter Discount	<div style="background-color: #f4a460; color: white; padding: 2px 5px; display: inline-block;">11.00</div> 29,535
Total Financing Required	2,683,052
Rounding	1,948
Net Issue Size	2,685,000
Notes:	

**Table 2: Estimated Refunding Savings -
G.O. Bonds Series 2014A**

Existing Debt Service To Be Refunded (No Longer Paid by Town)

Debt Service After Refunding (to be Paid by Town)

Prior Issue DS Funds

Total Savings

G.O. Town Building Bonds, Series 2014A				
Issue				
Amount Dated	\$3,950,000 7/16/2014			
Year	Prin (4/1)	Rate	Interest	Total
2022			43,438	43,438
2023	185,000	3.000%	84,100	269,100
2024	190,000	3.000%	78,475	268,475
2025	195,000	3.000%	72,700	267,700
2026	200,000	3.000%	66,775	266,775
2027	205,000	3.000%	60,700	265,700
2028	210,000	3.000%	54,475	264,475
2029	220,000	3.500%	47,475	267,475
2030	225,000	3.500%	39,688	264,688
2031	235,000	3.500%	31,638	266,638
2032	240,000	3.500%	23,325	263,325
2033	250,000	3.750%	14,438	264,438
2034	260,000	3.750%	4,875	264,875

G.O. Refunding Bonds, Series 2022A				
Issue				
Amount Dated	\$2,665,000 2/3/2022			
Year	Prin (4/1)	Est. Rate	Interest	Total
2022			21,704	21,704
2023	215,000	0.500%	32,293	247,293
2024	215,000	0.600%	31,110	246,110
2025	215,000	0.750%	29,659	244,659
2026	215,000	0.900%	27,885	242,885
2027	220,000	1.000%	25,818	245,818
2028	220,000	1.250%	23,343	243,343
2029	225,000	1.350%	20,449	245,449
2030	225,000	1.550%	17,186	242,186
2031	230,000	1.550%	13,660	243,660
2032	230,000	1.550%	10,095	240,095
2033	235,000	1.750%	6,256	241,256
2034	240,000	1.750%	2,100	242,100

(21,733)

0
21,808
22,365
23,041
23,890
19,883
21,133
22,026
22,501
22,978
23,230
23,181
22,775

Total 2,615,000 622,100 3,237,100

Total 2,685,000 261,557 2,946,557

268,810

Plus Rounding 1,948

Interest rates subject to change, includes 25 basis point cushion

FUTURE VALUE SAVINGS NET OF COSTS 270,758

PRESENT VALUE SAVINGS AT 8.689% OF REFUNDED PRINCIPAL 242,871

Town of Delafield, WI

Table 3: G.O. Debt Capacity Projection

Year Ending	Existing & Proposed Debt								
	Projected Equalized Value (TID IN)	Debt Limit	Existing Principal Outstanding	% of Limit	Proposed G.O. Bonds 2022A	Combined Principal existing & proposed	% of Limit	Residual Capacity	Year Ending
2021	1,881,829,900	94,091,495	3,400,545	4%		\$3,400,545	4%	\$90,690,950	2021
2022	1,919,466,498	95,973,325	495,213	1%	2,685,000	\$3,180,213	3%	\$92,793,112	2022
2023	1,957,855,828	97,892,791	384,748	0%	2,470,000	\$2,854,748	3%	\$95,038,044	2023
2024	1,997,012,945	99,850,647	271,138	0%	2,255,000	\$2,526,138	3%	\$97,324,509	2024
2025	2,036,953,203	101,847,660	154,233	0%	2,040,000	\$2,194,233	2%	\$99,653,427	2025
2026	2,077,692,267	103,884,613	46,007	0%	1,825,000	\$1,871,007	2%	\$102,013,606	2026
2027	2,119,246,113	105,962,306	23,343	0%	1,605,000	\$1,628,343	2%	\$104,333,963	2027
2028	2,161,631,035	108,081,552	0	0%	1,385,000	\$1,385,000	1%	\$106,696,552	2028
2029	2,204,863,656	110,243,183			1,160,000	\$1,160,000	1%	\$109,083,183	2029
2030	2,248,960,929	112,448,046			935,000	\$935,000	1%	\$111,513,046	2030
2031	2,293,940,147	114,697,007			705,000	\$705,000	1%	\$113,992,007	2031
2032	2,339,818,950	116,990,948			475,000	\$475,000	0%	\$116,515,948	2032
2033	2,386,615,329	119,330,766			240,000	\$240,000	0%	\$119,090,766	2033
2034	2,434,347,636	121,717,382			0	\$0	0%	\$121,717,382	2034

Notes:

Resolution No. 21-651

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY
\$2,685,000 GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, the Town of Delafield, Waukesha County, Wisconsin (the "Town") is presently in need of approximately \$2,685,000 for the public purpose of refunding certain outstanding obligations of the Town, specifically the General Obligation Town Building Bonds, Series 2014A, dated July 16, 2014 (the "Refunded Obligations"); and

WHEREAS it is desirable to borrow said funds through the issuance of general obligation refunding bonds pursuant to Chapter 67, Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town that:

Section 1. Issuance of the Bonds. The Town shall issue its General Obligation Refunding Bonds, Series 2022A in the approximate amount of \$2,685,000 (the "Bonds") for the purpose above specified.

Section 2. Sale of the Bonds. The Town Board hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Town Board shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The Administrator - Clerk/Treasurer (in consultation with Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Bonds to be disseminated in such manner and at such times as the Administrator - Clerk/Treasurer may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the Administrator - Clerk/Treasurer may determine.

Section 4. Official Statement. The Administrator - Clerk/Treasurer (in consultation with Ehlers) shall cause an Official Statement to be prepared and distributed. The appropriate Town officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Adopted, approved and recorded November 16, 2021.

Ron Troy
Chairperson

ATTEST:

Dan Green
Administrator - Clerk/Treasurer

(SEAL)

TOWN OF DELAFIELD

2022 BUDGET

TOWN OF DELAFIELD

2022 BUDGET

EXPENDITURE SUPPLEMENTAL WORKSHEETS

NOTICE OF PUBLIC BUDGET HEARING FOR
TOWN OF DELAFIELD - W302N1254 MAPLE AVENUE, DELAFIELD, WI
WAUKESHA COUNTY

Notice is hereby given that on Wednesday, November 16, 2021, at 5:30 p.m. at the Town Hall of Delafield a Public Hearing on the 2022 Proposed Budget of the Town of Delafield in Waukesha County will be held. Public comments on Town-related subjects will be welcomed. Immediately following the public hearing the Town will hold a Special Town meeting for the purpose of approving the 2021 tax levy. The proposed budget in detail is available for inspection at the Town Administrator/Clerk/ Treasurer's office from 8:00 a.m. to 4:00 p.m. on Monday through Friday. The following is a summary of the proposed budget.

TOWN OF DELAFIELD
2022 PROPOSED BUDGET SUMMARY

	2021 BUDGET	2022 PROPOSED BUDGET	%		
			CHANGE		
GENERAL FUND					
REVENUES AND OTHER SOURCES:					
TAXES	1,795,272	1,849,710	3.0		
INTERGOVERNMENTAL	361,600	373,050			
LICENSES AND PERMITS	283,389	308,034			
FINES, PENALTIES AND JUDGMENTS	15,000	15,000			
PUBLIC CHARGES FOR SERVICES	712,000	980,008			
CONSERVATION AND DEVELOPMENT	27,000	17,000			
MISCELLANEOUS	36,000	36,595			
PROCEEDS OF LONG-TERM DEBT	561,000	250,000			
TRANSFERS FROM OTHER FUNDS	0	55,000			
TOTAL REVENUES AND OTHER SOURCES	<u>3,791,261</u>	<u>3,884,397</u>	2.5		
APPLICATION OF SURPLUS	(59)	(0)			
TOTAL REVENUES AND APPLIED SURPLUS	<u>3,791,202</u>	<u>3,884,397</u>			
EXPENDITURES:					
GENERAL GOVERNMENT	511,862	521,792			
PUBLIC SAFETY	881,018	926,014			
PUBLIC WORKS	1,915,214	2,229,894			
HEALTH AND HUMAN SERVICES	3,346	3,346			
PARKS AND RECREATION	88,170	61,896			
CONSERVATION AND DEVELOPMENT	155,580	141,455			
CAPITAL EXPENDITURES	236,012	0			
TRANSFERS TO OTHER FUNDS	0	0			
TOTAL EXPENDITURES	<u>3,791,202</u>	<u>3,884,397</u>	2.5		
	Fund	Total	Total	Fund	Property
	Balance	Revenues	Expenditures	Balance	Tax
ALL GOVERNMENTAL FUNDS	<u>12/31/2021</u>	<u>& Sources</u>	<u>& Uses</u>	<u>12/31/2022</u>	<u>Contribution</u>
GENERAL - UNDESIGNATED	1,391,197	3,884,397	3,884,397	1,391,197	1,840,995
DESIGNATED:					
REPLACEMENT	401,286	0	55,000	346,286	0
PARK & REC DONATIONS	43,692	0	10,000	33,692	0
SPECIAL REVENUE:					
IMPACT FEE	169,071	40,100	0	209,171	0
DEBT SERVICE	<u>0</u>	<u>421,441</u>	<u>421,441</u>	<u>0</u>	<u>421,441</u>
	<u>2,005,246</u>	<u>4,345,938</u>	<u>4,370,838</u>	<u>1,980,346</u>	<u>2,262,436</u>

TOWN OF DELAFIELD
2022 BUDGET
REPLACEMENT FUND

11/12/21

	2019 ACTUAL	2020 ACTUAL	2021			2022 BUDGET	
			BUDGET	1ST 6 MOS ACTUAL	LAST 6 MOS ESTIMATE		TOTAL
REVENUES:							
22 41110 TAX LEVY	0	0	0	0	0	0	
EXPENDITURES:							
22 57620-820 CAPITAL OUTLAYS	0	0	0	0	0	0	
TOTAL EXPENDITURES	0	0	0	0	0	0	
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	0	0	0	0	0	0	
OTHER FINANCING SOURCES USES:							
TRANSFER FROM GENERAL FUND	168,975		0	0	105,000	105,000	
TRANSFER TO GENERAL FUND	(10,173)	(168,975)	0	0	0	0	
TOTAL SOURCES (USES)	158,802	(168,975)	0	0	105,000	105,000	
EXCESS OF REVENUES AND OTHER SOURCES OVER EXPENDITURES (USES)	158,802	(168,975)	0	0	105,000	105,000	
FUND BALANCE:							
BEGINNING OF PERIOD	306,459	465,261	296,286	296,286	296,286	296,286	
END OF PERIOD	465,261	296,286	296,286	296,286	401,286	401,286	
	Balance 12/31/2020	2021		Balance 12/31/2021	2022		Balance 12/31/2022
		Addition	Use		Addition	Use	
Revaluation	100,000	50,000		150,000			150,000
Fire/ Rescue Vehicle	0			0			0
Highway Trucks	0			0			0
Hwy. Garage Addition/ Cold Storage	0			0			0
Roadwork/ Culvert Replacement	0	55,000		55,000		(55,000)	0
Truck Hoist	0			0			0
Facilities	196,286			196,286			196,286
Park Planning & Design	0			0			0
Town Hall Remodeling	0			0			0
	296,286	105,000	0	401,286	0	(55,000)	346,286

TOWN OF DELAFIELD
2022 BUDGET
IMPACT FEE FUND

11/12/21

		2021					2022	
		2019 ACTUAL	2020 ACTUAL	BUDGET	1ST 6 MOS ACTUAL	LAST 6 MOS ESTIMATE	TOTAL	BUDGET
REVENUES:								
23 46720	IMPACT FEES	65,377	52,057	40,000	11,828	9,555	21,383	40,000
23 48110	INTEREST ON INVESTMENTS	164	370	100	37	41	78	100
TOTAL REVENUES		65,541	52,427	40,100	11,865	9,596	21,461	40,100
EXPENDITURES:								
PARKS								
23 57620-820	CAPITAL OUTLAYS	0	0	0	0	0	0	0
TOTAL EXPENDITURES		0	0	0	0	0	0	0
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES		65,541	52,427	40,100	11,865	9,596	21,461	40,100
OTHER FINANCING USES:								
TRANSFER TO GENERAL FUND		0	0	0	0	0	0	0
EXCESS OF REVENUES OVER EXPENDITURES AND USES		65,541	52,427	40,100	11,865	9,596	21,461	40,100
FUND BALANCE:								
BEGINNING OF PERIOD		29,642	95,183	147,610	147,610	159,475	147,610	169,071
END OF PERIOD		95,183	147,610	187,710	159,475	169,071	169,071	209,171

Impact fees collected - must be spent or else refunded within 7 years

2018	29,642
2019	65,377
2020	52,427
2021	

TOWN OF DELAFIELD
2022 BUDGET
DEBT SERVICE FUND

11/12/2021

		2021					2022	
		2019	2020	BUDGET	1ST 6 MOS	LAST 6 MOS	TOTAL	BUDGET
		ACTUAL	ACTUAL		ACTUAL	ESTIMATE		
REVENUES:								
30 41110	TOWN TAX	308,635	268,763	326,872	326,872	0	326,872	421,441
	BOND BID PREMIUM	0	-	0	0	0	-	-
TOTAL REVENUES		308,635	268,763	326,872	326,872	0	326,872	421,441
EXPENDITURES:								
30 58100 610	PRINCIPAL							
	2010 NOTE - EQUIPMENT	35,275	35,275	0	0	0	-	-
	2014 COUNTY NOTE	2,465	2,465	2,465	0	2,465	2,465	2,465
	2014 BONDS	170,000	175,000	175,000	175,000	0	175,000	180,000
	2016 - ELECTION EQUIP	-	-	-	0	0	-	-
	2019 BORROWING	-	-	46,920	46,920	0	46,920	40,320
	2021 BORROWING - TRUCK	-	-	-	0	0	-	19,754
	2021 BORROWING - ROADS	-	-	-	0	0	-	47,794
	2021 BORROWING - EQUIPMENT	-	-	-	0	0	-	22,421
		207,740	212,740	224,385	221,920	2,465	224,385	312,754
30 58100 620	INTEREST							
	2010 NOTE - EQUIPMENT	1,720	573	-	0	0	-	-
	2014 BONDS	99,175	95,725	92,225	46,988	45,237	92,225	88,675
	2019 BORROWING	-	-	10,262	10,262	0	10,262	6,600
	2021 BORROWING - TRUCK	-	-	-	-	-	-	4,290
	2021 BORROWING - ROADS	-	-	-	-	-	-	5,959
	2021 BORROWING - EQUIPMENT	-	-	-	-	-	-	3,163
		100,895	96,298	102,487	57,250	45,237	102,487	108,687
TOTAL EXPENDITURES		308,635	309,038	326,872	279,170	47,702	326,872	421,441
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES		0	(40,275)	0	47,702	(47,702)	-	-
OTHER FINANCING SOURCES:								
	TRANSFER FROM GENERAL FUND	0	40,275	0	0		-	-
EXCESS OF REVENUES & SOURCES OVER (UNDER) EXPENDITURES		0	-	0	47,702	(47,702)	-	-
FUND BALANCE:								
	BEGINNING OF PERIOD	0	-	0	0	47,702	-	-
	END OF PERIOD	0	-	0	47,702	0	-	-

TOWN OF DELAFIELD
2022 BUDGET
SUMMARY OF OUTSTANDING DEBT

11/12/21

	BALANCE	2021		BALANCE	2022		BALANCE	MATURITY
	12/31/2020	ADDITIONS	REPAYMENTS	12/31/2021	ADDITIONS	REPAYMENTS	12/31/2022	
DEBT ISSUE:								
2014 WAUKESHA COUNTY	4,930	0	2,465	2,465	0	2,465	0	2022
2014 FIRE STATION/ TOWN HALL	2,970,000	0	175,000	2,795,000	0	180,000	2,615,000	2034
2019 BORROWING	250,000	0	46,920	203,080	0	40,320	162,760	2026
2021 BORROWING - TRUCK	0	150,000	0	150,000		19,754	130,246	2028
2021 BORROWING - ROADS	0	250,000	0	250,000		47,794	202,206	2026
2021 BORROWING - EQUIPMENT	0	161,000	0	161,000		22,421	138,579	2028
2022 BORROWING - ROADS					250,000		250,000	2027
TOTAL	<u>3,224,930</u>	<u>561,000</u>	<u>224,385</u>	<u>3,561,545</u>	<u>250,000</u>	<u>312,754</u>	<u>3,498,791</u>	

TOWN OF DELAFIELD
2022 BUDGET
SUMMARY OF ALL FUNDS

11/12/21

	2019 ACTUAL	2020 ACTUAL	2021			2022 BUDGET	% CHANGE	
			BUDGET	1ST 6 MOS ACTUAL	LAST 6 MOS ESTIMATE			TOTAL
REVENUES:								
TAXES	2,050,357	2,036,975	2,122,144	2,113,538	9,072	2,122,610	2,271,151	7.02%
INTERGOVERNMENTAL	401,932	468,988	361,600	117,029	241,793	358,822	373,050	3.17%
LICENSES AND PERMITS	348,272	373,302	283,389	141,850	159,433	301,283	308,034	8.70%
FINES, PENALTIES AND JUDGMENTS	44,772	24,297	15,000	6,857	11,632	18,489	15,000	0.00%
PUBLIC CHARGES FOR SERVICES	862,201	833,776	712,000	712,471	17,295	729,766	980,008	37.64%
CONSERVATION AND DEVELOPMENT	10,456	14,464	27,000	1,988	13,501	15,489	17,000	-37.04%
INTERGOVERNMENTAL CHARGES FOR SVCS	0	0	0	-	0	-	-	#DIV/0!
CAPITAL IMPROVEMENT FEE	65,377	52,057	40,000	11,828	9,555	21,383	40,000	0.00%
MISCELLANEOUS	80,616	58,890	36,100	54,413	15,950	70,363	36,695	1.65%
TOTAL REVENUES	3,863,983	3,862,749	3,597,233	3,159,974	478,231	3,638,205	4,040,938	12.33%
EXPENDITURES:								
GENERAL GOVERNMENT	509,285	544,630	511,862	273,926	205,922	479,848	521,792	1.94%
PUBLIC SAFETY	866,099	990,575	881,018	749,073	119,801	868,874	926,014	5.11%
PUBLIC WORKS	1,687,265	1,783,417	1,915,214	1,135,759	723,246	1,859,005	2,229,894	16.43%
HEALTH AND HUMAN SERVICES	4,815	3,346	3,346	1,503	2,346	3,849	3,346	0.00%
PARKS AND RECREATION	77,101	61,886	88,170	28,947	27,821	56,768	61,896	-29.80%
CONSERVATION AND DEVELOPMENT	150,227	140,201	155,580	64,852	63,943	128,795	141,455	-9.08%
CAPITAL EXPENDITURES	216,729	168,393	236,012	192,479	34,000	226,479	10,000	-95.76%
DEBT SERVICE	308,635	309,038	326,872	279,170	47,702	326,872	421,441	28.93%
TOTAL EXPENDITURES	3,820,156	4,001,486	4,118,074	2,725,709	1,224,781	3,950,490	4,315,838	4.80%
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	43,827	(138,737)	(520,841)	434,265	(746,550)	(312,285)	(274,900)	
OTHER FINANCING SOURCES (USES)								
PROCEEDS OF L-T DEBT	250,000	0	561,000	400,000	161,000	561,000	250,000	
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES & OTHER FINANCING USES	293,827	(138,737)	40,159	834,265	(585,550)	248,715	(24,900)	
Fund Balance:								
Beginning of Period	1,601,441	1,895,268	1,756,531	1,756,531	2,590,796	1,756,531	2,005,246	
End of Period	1,895,268	1,756,531	1,796,690	2,590,796	2,005,246	2,005,246	1,980,346	
TOWN TAX	2,028,848	2,021,031	2,113,399			2,113,399	2,262,436	7.05%
Estimated Rate Per Thousand - Assessed	1.30	1.28	1.31				1.389000	5.71%
Estimated Rate Per Thousand - Equalized	1.26	1.20	1.17				1.20	2.56%
Assessed	1,555,483,303	1,580,382,121	1,607,970,034				1,628,614,412	1.28%
Equalized	1,614,368,500	1,679,035,200	1,803,432,000				1,881,829,900	4.35%
Ratio	0.96	0.94	0.89				0.87	
General	1,243,484	1,268,943		2,043,641		1,391,197	1,391,197	0

Replacement	465,261	296,286	296,286	401,286	346,286	(55,000)
Park Donations	91,340	43,692	43,692	43,692	33,692	(10,000)
Cap Improvements	0	0	-	-	-	0
Impact Fee	95,183	147,610	159,475	169,071	209,171	40,100
Capital Projects	0	0	-	-	-	0
Debt Service	0	0	47,702	-	-	0
	<u>1,895,268</u>	<u>1,756,531</u>	<u>2,590,796</u>	<u>2,005,246</u>	<u>1,980,346</u>	<u>(24,900)</u>

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TOWN OF DELAFIELD
2022 BUDGET
GENERAL FUND SUMMARY

	2019 ACTUAL	2020 ACTUAL	2021			2022 BUDGET	% CHANGE	
			BUDGET	1ST 6 MOS ACTUAL	LAST 6 MOS ESTIMATE			TOTAL
REVENUES:								
TAXES	1,741,722	1,768,212	1,795,272	1,786,666	9,072	1,795,738	1,849,710	3.03%
INTERGOVERNMENTAL	401,932	468,988	361,600	117,029	241,793	358,822	373,050	3.17%
LICENSES AND PERMITS	348,272	373,302	283,389	141,850	159,433	301,283	308,034	8.70%
FINES, PENALTIES AND JUDGMENTS	44,772	24,297	15,000	6,857	11,632	18,489	15,000	0.00%
PUBLIC CHARGES FOR SERVICES	862,201	833,776	712,000	712,471	17,295	729,766	980,008	37.64%
CONSERVATION AND DEVELOPMENT	10,456	14,464	27,000	1,988	13,501	15,489	17,000	-37.04%
INTERGOVERNMENTAL CHRGS FOR SVCS	0	-	-	-	0	0	-	#DIV/0!
MISCELLANEOUS	80,452	38,520	36,000	54,376	15,909	70,285	36,595	1.65%
TOTAL REVENUES	3,489,807	3,521,559	3,230,261	2,821,237	468,635	3,289,872	3,579,397	10.81%
EXPENDITURES:								
GENERAL GOVERNMENT	509,285	544,630	511,862	273,926	205,922	479,848	521,792	1.94%
PUBLIC SAFETY	866,099	990,575	881,018	749,073	119,801	868,874	926,014	5.11%
PUBLIC WORKS	1,687,265	1,783,417	1,915,214	1,135,759	723,246	1,859,005	2,229,894	16.43%
HEALTH AND HUMAN SERVICES	4,815	3,346	3,346	1,503	2,346	3,849	3,346	0.00%
PARKS AND RECREATION	77,101	61,886	88,170	28,947	27,821	56,768	61,896	-29.80%
CONSERVATION AND DEVELOPMENT	150,227	140,201	155,580	64,852	63,943	128,795	141,455	-9.08%
CAPITAL EXPENDITURES	216,729	100,745	236,012	192,479	34,000	226,479	-	-100.00%
TOTAL EXPENDITURES	3,511,521	3,624,800	3,791,202	2,446,539	1,177,079	3,623,618	3,884,397	2.46%
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(21,714)	(103,241)	(560,941)	374,698	(708,444)	(333,746)	(305,000)	
OTHER FINANCING SOURCES (USES)								
PROCEEDS OF LONG TERM DEBT	250,000		561,000	400,000	161,000	561,000	250,000	
TRANSFER FROM OTHER FUNDS	10,173	168,975	-	-	0	0	55,000	
TRANSFER TO OTHER FUNDS	(168,975)	(40,275)	-	-	(105,000)	(105,000)	-	
EXCESS OF REVENUES & FINANCING SOURCES OVER (UNDER) EXPENDITURES & FINANCING USES	69,484	25,459	59	774,698	(652,444)	122,254	0	
Fund Balance:								
Beginning of Period	1,174,000	1,243,484	1,268,943	1,268,943	2,043,641	1,268,943	1,391,197	
End of Period	1,243,484	1,268,943	1,269,002	2,043,641	1,391,197	1,391,197	1,391,197	
	0	0	39%			42%	39%	

TOWN OF DELAFIELD
2022 BUDGET
GENERAL FUND REVENUES

11/12/21

		2021					2022	%		
		2019	2020	BUDGET	1ST 6 MOS	LAST 6 MOS	BUDGET	CHANGE		
		ACTUAL	ACTUAL		ACTUAL	ESTIMATE				
TAXES										
10	41110	TOWN TAX	1,720,213	1,752,268	1,786,527	1,786,527	0	1,786,527	1,840,995	3.05%
10	41115	OMITTED TAXES	0	0	0	-	0	0	0	#DIV/0!
10	41119	TAX OVERRUN (UNDERRUN)	0	0	0	-	0	0	0	#DIV/0!
10	41150	MANAGED FOREST LAND TAX	149	143	144	139	5	144	144	0.00%
10	41900	LAND USE TAX PENALTY	12,787	7,229	0	-	496	496	0	#DIV/0!
10	41220	SALES TAX DISCOUNT	2	0	30	-	0	0	0	-100.00%
10	42000	SPECIAL ASSESSMENTS - ALLEYS	8,571	8,572	8,571	-	8,571	8,571	8,571	0.00%
			<u>1,741,722</u>	<u>1,768,212</u>	<u>1,795,272</u>	<u>1,786,666</u>	<u>9,072</u>	<u>1,795,738</u>	<u>1,849,710</u>	3.03%
INTERGOVERNMENTAL										
10	43215	FEMA GRANTS	0	0	0	-	0	0	0	#DIV/0!
10	43216	COMM DEVEL BLOCK GRANTS	0	0	0	-	0	0	0	#DIV/0!
10	43410	STATE SHARED REVENUES	105,874	101,805	101,481	-	102,292	102,292	101,956	0.47%
10	43415	PERSONAL PROPERTY TAX AIDS	0	4,072	4,072	4,072	0	4,072	4,072	0.00%
10	43420	FIRE INSURANCE DUES	58,786	59,015	0	-	0	0	0	#DIV/0!
10	43440	EMT GRANTS	0	0	0	-	0	0	0	#DIV/0!
10	43443	OTHER FIRE DEPARTMENT GRANTS	1,000	0	0	-	0	0	0	#DIV/0!
10	43444	COVID GRANTS	0	40,501	0	-	0	0	0	#DIV/0!
10	43521	LAKE PATROL AIDS	15,549	13,484	14,579	-	14,579	14,579	14,579	0.00%
10	43531	HIGHWAY AIDS	186,041	201,232	200,149	99,943	99,943	199,886	210,851	5.35%
10	43532	TRIP FUNDS FROM STATE (HWY)	0	19,500	0	-	0	0	0	#DIV/0!
10	43533	COMPUTER AID	508	508	508	-	508	508	508	0.00%
10	43534	ELECTION EQUIPMENT AIDS	0	0	0	-	0	0	0	#DIV/0!
10	43610	SERVICES TO WISCONSIN	14,998	10,672	10,700	7,101	0	7,101	10,700	0.00%
10	43620	AIDS IN LIEU OF TAXES	5,641	5,633	5,640	5,913	0	5,913	5,913	4.84%
10	43630	VIDEO SERVICE PROVIDER AID	0	12,566	24,471	-	24,471	24,471	24,471	0.00%
10	43691	PARK & REC GRANTS	0	0	0	-	0	0	0	#DIV/0!
10	43692	COMPREHENSIVE PLANNING GRANT	0	0	0	-	0	0	0	#DIV/0!
10	43792	COUNTY RECYCLING AIDS	13,535	0	0	-	0	0	0	#DIV/0!
		BUDGET AMENDMENT			0		0	0		#DIV/0!
			<u>401,932</u>	<u>468,988</u>	<u>361,600</u>	<u>117,029</u>	<u>241,793</u>	<u>358,822</u>	<u>373,050</u>	3.17%

TOWN OF DELAFIELD
2022 BUDGET
GENERAL FUND REVENUES

			2021				2022	%		
			BUDGET	1ST 6 MOS ACTUAL	LAST 6 MOS ESTIMATE	TOTAL	BUDGET	CHANGE		
			2019 ACTUAL	2020 ACTUAL						
LICENSE AND PERMITS										
10	44110	LIQUOR LICENSES	1,600	1,415	1,400	1,390	10	1,400	1,400	0.00%
10	44120	OPERATOR LICENSES	715	900	825	-	0	0	900	9.09%
10	44122	SODA LICENSES	35	5	35	15	0	15	10	-71.43%
10	44124	CABLE TV FRANCHISE FEE	73,412	61,334	45,529	11,256	34,273	45,529	45,529	0.00%
10	44125	SELLERS PERMITS	0	0	0	-	0	0	0	#DIV/0!
10	44126	HOME OCCUPATION	0	0	0	-	0	0	0	#DIV/0!
10	44210	DOG LICENSES	3,760	2,510	3,300	1,958	200	2,158	2,500	-24.24%
10	44220	OTHER LICENSES	385	125	300	200	0	200	195	-35.00%
10	44310	BUILDING PERMITS	127,652	167,410	115,000	73,004	70,000	143,004	140,000	21.74%
10	44312	TEMPORARY OCCUPANCY PERMITS	5,460	810	500	-	250	250	500	0.00%
10	44313	INSPECTION PLAN REVIEW	1,760	9,808	5,500	2,602	2,600	5,202	5,500	0.00%
10	44314	PLAN COMMISSION	0	0	0	-	0	0	0	#DIV/0!
10	44315	BLDG. REINSPECTION FEES	50	70	500	-	150	150	0	-100.00%
10	44317	ENGINEERING GRADES	0	0	0	-	0	0	0	#DIV/0!
10	44320	ELECTRICAL PERMITS	41,431	41,773	35,000	16,942	17,000	33,942	35,000	0.00%
10	44330	HEATING PERMITS	36,646	35,174	30,000	13,325	15,000	28,325	30,000	0.00%
10	44340	PLUMBING PERMITS	32,897	31,193	30,000	11,472	12,000	23,472	30,000	0.00%
10	44350	SEWER INSPECTION FEES	0	0	0	-	0	0	0	#DIV/0!
10	44360	EROSION CONTROL PERMITS	0	0	0	-	0	0	0	#DIV/0!
10	44370	ZONING PERMITS	20,298	15,135	12,000	7,351	6,000	13,351	12,000	0.00%
10	44380	WI STATE PERMIT SEAL	1,621	2,065	1,000	585	625	1,210	1,500	50.00%
10	44390	CONCRETE DRIVE PERMITS	550	1,100	1,000	200	500	700	1,000	0.00%
10	44400	RIGHT OF WAY PERMITS	0	2,475	1,500	1,550	825	2,375	2,000	33.33%
		BUDGET AMENDMENT	0	0	0	0	0	0	0	#DIV/0!
			348,272	373,302	283,389	141,850	159,433	301,283	308,034	8.70%
FINES, PENALTIES AND JUDGMENTS										
10	45110	COURT FINES	22,534	9,874	12,500	6,437	11,582	18,019	13,500	8.00%
10	45120	PARKING TICKETS	766	3,073	2,500	420	50	470	1,500	-40.00%
10	45190	DOG FINES	0	0	0	-	0	0	0	#DIV/0!
10	45191	OCCUPANCY BOND FORFEITURES	21,300	11,350	0	-	0	0	0	#DIV/0!
10	45199	OTHER FINES AND FORFEITURES	172	0	0	0	0	0	0	#DIV/0!
		BUDGET AMENDMENT	0	0	0	0	0	0	0	#DIV/0!
			44,772	24,297	15,000	6,857	11,632	18,489	15,000	0.00%

TOWN OF DELAFIELD
2022 BUDGET
GENERAL FUND REVENUES

11/12/21

		2021					2022	%		
		2019	2020	BUDGET	1ST 6 MOS	LAST 6 MOS	TOTAL	BUDGET	CHANGE	
		ACTUAL	ACTUAL		ACTUAL	ESTIMATE				
PUBLIC CHARGES FOR SERVICES										
10	46101	SALE OF MAPS, CODE BOOKS ETC.	130	211	100	5	0	5	100	0.00%
10	46103	PUBLIC HEARING/ CONDITIONAL USE	2,380	3,125	2,500	2,391	600	2,991	2,500	0.00%
10	46104	HOUSE NUMBERS	69	858	150	284	260	544	400	166.67%
10	46105	ENGINEERING-BLDG GRADES	0	1,315	1,200	360	425	785	1,200	0.00%
10	46121	TAX SEARCH	1,210	2,463	500	1,175	1,085	2,260	1,000	100.00%
10	46199	OTHER CHARGES FOR SERVICES	125	0	150	0	0	0	0	-100.00%
10	46220	FIRE RUNS	3,750	3,357	0	0	0	0	0	#DIV/0!
10	46230	AMBULANCE FEE	157,777	139,948	0	11,784	8,800	20,584	0	#DIV/0!
10	46240	FIRE BURNING FEES	0	0	0	0	0	0	0	#DIV/0!
10	46290	PROPERTY CLEAN-UP	0	0	0	0	0	0	0	#DIV/0!
10	46310	SALE OF HIGHWAY MATERIALS	13,685	12,310	12,000	1,575	5,000	6,575	12,000	0.00%
10	46311	ROAD MAINTENANCE FEES	2,750	0	0	0	0	0	0	#DIV/0!
10	46420	REFUSE COLLECTION	657,634	660,641	673,400	670,920	0	670,920	940,308	39.64%
10	46440	WEED CUTTING	0	0	0	0	0	0	0	#DIV/0!
10	46730	PARK RESERVATION FEES	6,155	9,231	5,000	5,211	747	5,958	5,500	10.00%
10	46740	LITTLE LEAGUE BREWERS SALES	3,030	35	3,000	0	378	378	3,000	0.00%
10	46750	BASEBALL PROGRAM	13,506	282	14,000	18,766	0	18,766	14,000	0.00%
		BUDGET AMENDMENT	0		0	0	0	0		#DIV/0!
			862,201	833,776	712,000	712,471	17,295	729,766	980,008	37.64%
CONSERVATION AND DEVELOPMENT										
10	46841	LEGAL FEES - REIMBURSED	1,580	5,995	7,000	76	2,005	2,081	7,000	0.00%
10	46842	ENGINEERING - REIMBURSED	8,876	8,469	20,000	1,912	11,496	13,408	10,000	-50.00%
10	46843	ZONING REVIEWS - REIMBURSED	0	0	0	-	0	0	0	#DIV/0!
		BUDGET AMENDMENT	0		0		0	0		#DIV/0!
			10,456	14,464	27,000	1,988	13,501	15,489	17,000	-37.04%
INTERGOVERNMENTAL CHARGES FOR SERVICES										
10	47310	ELECTION FEES	0	0	0	-	0	0	0	#DIV/0!
10	47320	CITY & TOWN REIMBURSEMENTS	0	0	0	-	0	0	0	#DIV/0!
			0	0	0	-	0	0	0	#DIV/0!

TOWN OF DELAFIELD
2022 BUDGET
GENERAL FUND REVENUES

#DIV/0!

		2021					2022	%		
		2019	2020	BUDGET	1ST 6 MOS	LAST 6 MOS	BUDGET	CHANGE		
		ACTUAL	ACTUAL		ACTUAL	ESTIMATE				
MISCELLANEOUS										
INTEREST:										
10	48100	DELINQ PERS PROP TAXES	0	0	0	-	0	0	#DIV/0!	
10	48110	GEN FUND INVESTMENTS	63,078	18,230	26,000	872	700	1,572	2,095	-91.94%
10	48136	SPECIAL ASSESSMENTS	1,714	1,371	1,000	-	0	0	500	-50.00%
SALE OF ASSETS:										
10	48302	SALE OF ASSETS: FIRE	0	0	0	19,750	0	19,750	0	#DIV/0!
10	48309	SALE OF ASSETS: OTHER (HWY TRUC)	6,000	0	0	2,500	3,500	6,000	0	#DIV/0!
10	48310	LEASE OF BUILDING/EQUIPMENT	0	0	0	18,002	0	18,002	24,000	#DIV/0!
SETTLEMENTS AND CLAIMS:										
10	48420	FIRE	0	0	0	-	0	0	0	#DIV/0!
10	48430	HIGHWAY	0	83	0	-	0	0	0	#DIV/0!
10	48440	OTHER	0	17,748	0	2,019	10,709	12,728	0	#DIV/0!
DONATIONS:										
10	48510	FIRE DEPARTMENT	483	50	0	0	0	0	0	#DIV/0!
10	48520	TEAM SPONSORS	8,032	800	7,500	11,225	0	11,225	8,500	13.33%
10	48599	OTHER	0	0	0	0	0	0	0	#DIV/0!
10	48900	RECOVERY OF PERSONAL PROP TX	0	0	0	-	0	0	0	#DIV/0!
10	48905	INSURANCE PREMIUM DIVIDENDS	0	0	0	0	0	0	0	#DIV/0!
10	49900	SUNDRY REVENUES	1,145	238	1,500	8	1,000	1,008	1,500	0.00%
		BUDGET AMENDMENT						0		
			80,452	38,520	36,000	54,376	15,909	70,285	36,595	1.65%
TOTAL REVENUES			<u>3,489,807</u>	<u>3,521,559</u>	<u>3,230,261</u>	<u>2,821,237</u>	<u>468,635</u>	<u>3,289,872</u>	<u>3,579,397</u>	10.81%
Total			3,739,807	3,710,534	3,791,261					
Less: Equipment Repl				(168,975)						
Park Donations				(20,000)	0					
OFS			(250,000)		(561,000)					
Plus: Budget Amendments			<u>3,489,807</u>	<u>3,521,559</u>	<u>3,230,261</u>	<u>-</u>				
Proof			0	0	0	2,821,237				

TOWN OF DELAFIELD
 2022 BUDGET
 GENERAL FUND EXPENDITURES WORKSHEETS

		2021							
		2019	2020		1ST 6 MOS	LAST 6 MOS		2022	%
		ACTUAL	ACTUAL	BUDGET	ACTUAL	ESTIMATE	TOTAL	BUDGET	CHANGE
GENERAL GOVERNMENT:									
TOWN BOARD									
10 51100 110	SALARIES: ELECTED OFFICIALS	34,596	35,231	35,000	16,280	18,700	34,980	35,788	2.25%
10 51100 131	SOCIAL SECURITY	2,652	2,695	2,678	1,246	1,400	2,646	2,738	2.24%
10 51100 222	TELEPHONE	-	-	-	-	-	0	-	#DIV/0!
10 51100 312	NEWSLETTER	-	-	-	-	-	0	-	#DIV/0!
10 51100 320	DUES, MEMBERSHIPS, PUBLICATIONS	4,511	1,551	4,276	3,425	500	3,925	4,200	-1.78%
10 51100 321	MEETINGS AND CONVENTIONS	341	-	1,000	90	900	990	1,000	0.00%
10 51100 330	MILEAGE REIMBURSEMENT	121	-	500	-	150	150	500	0.00%
10 51100 390	OTHER SUPPLIES AND EXPENSES	214	2,112	1,000	6	150	156	1,000	0.00%
10 51100 394	HOST - SPECIAL MEETINGS	-	164	-	-	0	0	-	#DIV/0!
10 51100 398	AWARDS & GRANTS	1,043	-	1,500	-	500	500	500	-66.67%
	BUDGET AMENDMENT	0	-	-	-	-	0	-	#DIV/0!
		43,478	41,753	45,954	21,047	22,300	43,347	45,726	-0.50%
LEGAL									
10 51300 210	LEGAL COUNSEL	39,061	40,019	45,000	18,549	25,000	43,549	45,000	0.00%
10 51300 211	LEGAL FEES - REIMBURSABLE	1,638	6,036	7,000	-	576	576	7,000	0.00%
10 51300 216	MUNICIPAL CODE UPDATE	-	-	-	-	-	0	-	#DIV/0!
	BUDGET AMENDMENT	-	-	-	-	-	0	-	#DIV/0!
		40,699	46,055	52,000	18,549	25,576	44,125	52,000	0.00%
ADMINISTRATOR/CLERK/ TREASURER									
10 51420 110	SALARY: APPOINTED OFFICIALS	72,541	69,085	74,675	34,753	39,922	74,675	80,000	7.13%
10 51420 120	WAGES: FULL-TIME	-	-	-	-	-	0	-	#DIV/0!
10 51420 125	WAGES: PART-TIME	48,416	49,625	55,000	20,565	24,000	44,565	50,125	-8.86%
10 51420 128	WAGES: OVERTIME	811	132	-	17	0	17	-	#DIV/0!
10 51420 130	PERSONAL INSURANCE	18,115	224	7,448	4,613	4,500	9,113	8,835	18.62%
10 51420 131	SOCIAL SECURITY	9,439	9,673	10,549	4,490	4,490	8,980	10,628	0.75%
10 51420 150	RETIREMENT BENEFIT	6,519	7,599	8,214	3,823	4,391	8,214	8,800	7.13%
10 51420 252	DATA PROCESSING - TAX ROLL	5,792	13,802	8,000	8,847	3,000	11,847	9,000	12.50%
10 51420 310	OFFICE SUPPLIES	1,762	8,095	3,000	1,187	1,500	2,687	2,500	-16.67%
10 51420 311	POSTAGE	4,165	13,376	6,000	2,089	1,200	3,289	7,500	25.00%
10 51420 313	LEGAL NOTICES	218	543	800	263	200	463	800	0.00%
10 51420 320	DUES, MEMBERSHIPS, PUBLICATIONS	282	235	800	240	50	290	500	-37.50%
10 51420 321	MEETINGS AND CONVENTIONS	-	-	250	164	130	294	250	0.00%
10 51420 322	TUITION	-	-	1,500	-	3,000	3,000	7,500	400.00%
10 51420 330	MILEAGE REIMBURSEMENT	529	298	500	186	200	386	500	0.00%
10 51420 390	OTHER SUPPLIES AND EXPENSES	1,658	1,908	1,500	688	1,550	2,238	1,500	0.00%
10 51420 391	RECORDS MANAGEMENT	-	-	-	-	-	0	-	#DIV/0!
	BUDGET AMENDMENT	-	-	-	-	-	0	-	#DIV/0!
		170,247	174,595	178,236	81,925	88,133	170,058	188,438	5.72%

TOWN OF DELAFIELD
2022 BUDGET
GENERAL FUND EXPENDITURES WORKSHEETS

11/12/21

				2021					
		2019	2020	BUDGET	1ST 6 MOS	LAST 6 MOS	TOTAL	2022	%
GENERAL GOVERNMENT CONTINUED:		ACTUAL	ACTUAL		ACTUAL	ESTIMATE		BUDGET	CHANGE
ELECTIONS									
10 51440 125	WAGES: PART-TIME	2,919	18,709	8,500	5,366	0	5,366	18,879	122.11%
10 51440 128	WAGES: OVERTIME	-	-	-	-	0	0	-	#DIV/0!
10 51440 131	SOCIAL SECURITY	-	-	-	-	0	0	-	#DIV/0!
10 51440 230	EQUIPMENT MAINTENANCE	2,600	1,300	1,300	1,339	1,363	2,702	1,339	3.00%
10 51440 313	LEGAL NOTICES	64	77	100	26	0	26	100	0.00%
10 51440 340	OPERATING EXPENSES	1,277	6,173	2,500	2,231	0	2,231	3,500	40.00%
	BUDGET AMENDMENT	-	-	-	-	-	0	-	#DIV/0!
		6,860	26,259	12,400	8,962	1,363	10,325	23,818	92.08%
ACCOUNTING									
10 51510 212	AUDIT	18,000	19,500	19,500	19,504	0	19,504	19,500	0.00%
10 51510 213	ACCOUNTING ASSISTANCE	21,153	12,935	18,000	4,527	5,000	9,527	12,500	-30.56%
10 51510 251	PAYROLL PROCESSING FEES	1,018	932	1,000	305	300	605	1,000	0.00%
	BUDGET AMENDMENT	-	-	-	-	-	0	-	#DIV/0!
		40,171	33,367	38,500	24,336	5,300	29,636	33,000	-14.29%
ASSESSOR									
10 51530 299	CONTRACTED SERVICES	37,199	37,033	49,500	30,299	19,201	49,500	49,500	0.00%
10 51530 300	REVAL/ ADDL SERVICES	-	-	-	-	0	0	-	#DIV/0!
10 51530 350	BOARD OF REVIEW	-	-	-	-	0	0	-	#DIV/0!
10 51530 390	OTHER SUPPLIES AND EXPENSES	12,350	1,604	362	-	0	0	400	10.50%
	BUDGET AMENDMENT	-	-	-	-	-	0	-	#DIV/0!
		49,549	38,637	49,862	30,299	19,201	49,500	49,900	0.08%

TOWN OF DELAFIELD
2022 BUDGET
GENERAL FUND EXPENDITURES WORKSHEETS

11/12/21

		2021					2022	%	
		2019	2020	BUDGET	1ST 6 MOS	LAST 6 MOS	TOTAL	BUDGET	CHANGE
		ACTUAL	ACTUAL		ACTUAL	ESTIMATE			
GENERAL GOVERNMENT CONTINUED:									
GENERAL BUILDINGS AND PLANT {Town Hall and Fire Station 2}									
10 51600 216	COMPUTER CONSULTANT	6,641	30,992	4,000	2,839	1,000	3,839	5,000	25.00%
10 51600 217	WEBSITE DEVELOPMENT	0	11,868	2,250	2,250	0	2,250	2,250	0.00%
10 51600 218	SOFTWARE SUPPORT (EMAIL)	0	0	1,950	1,176	984	2,160	2,160	10.77%
10 51600 220	NATURAL GAS	4,067	2,746	5,800	2,710	1,200	3,910	4,000	-31.03%
10 51600 221	ELECTRICITY	13,082	12,210	16,000	6,736	8,000	14,736	14,000	-12.50%
10 51600 222	TELEPHONE/INTERNET	13,805	13,311	21,000	7,815	10,000	17,815	22,500	7.14%
10 51600 223	SANITATION	407	772	410	188	1,265	1,453	500	21.95%
10 51600 230	EQUIPMENT MAINTENANCE	0	0	-			0	0	#DIV/0!
10 51600 350	BUILDING MAINTENANCE	16,753	22,138	17,500	7,569	18,850	26,419	20,000	14.29%
10 51600 360	EQUIPMENT LEASE	4,857	5,448	4,000	2,810	2,600	5,410	4,000	0.00%
10 51600 390	OTHER OPERATING EXPENSES	892	5,361	-	-	0	0	0	#DIV/0!
	BUDGET AMENDMENT	0		-			0		#DIV/0!
		62,930	107,047	72,910	34,093	43,899	77,992	74,410	2.06%
UNCOLLECTIBLE ACCOUNTS									
10 51910 741	UNCOLLECTIBLE ACCOUNTS	0	0	0		0	0	-	#DIV/0!
10 51910 742	UNCOLLECTIBLE PERS PROP TAXES	0	0	0		0	0	-	#DIV/0!
10 51910 743	TAX REFUNDS, ERRONEOUS TAXES	7,170	0	0	3,484	0	3,484	-	#DIV/0!
10 51911 298	COLLECTION EXPENSE	0	0	0		0	0	-	#DIV/0!
10 51920 299	CLAIMS AND JUDGMENTS	0	0	0		0	0	-	#DIV/0!
	BUDGET AMENDMENT	0	0	0		0	0	-	#DIV/0!
		7,170	-	0	3,484	0	3,484	-	#DIV/0!
									#DIV/0!
INSURANCE									
10 51930 138	UNEMPLOYMENT COMPENSATION	859	391	1,000	331	150	481	1,000	0.00%
10 51932 510	PROPERTY & LIABILITY	87,322	76,526	61,000	50,900	0	50,900	53,500	-12.30%
10 51939 217	INSURANCE CONSULTANT	0	0	-			0	0	#DIV/0!
	BUDGET AMENDMENT	0	0	-	-	0	0	0	#DIV/0!
		88,181	76,917	62,000	51,231	150	51,381	54,500	-12.10%
	TOTAL GENERAL GOVERNMENT	509,285	544,630	511,862	273,926	205,922	479,848	521,792	1.94%

TOWN OF DELAFIELD
2022 BUDGET
GENERAL FUND EXPENDITURES WORKSHEETS

11/12/21

		2021					2022	%	
		2019	2020	BUDGET	1ST 6 MOS	LAST 6 MOS	TOTAL	BUDGET	CHANGE
		ACTUAL	ACTUAL		ACTUAL	ESTIMATE			
PUBLIC SAFETY:									
LAW ENFORCEMENT									
10 52100 290	DISPATCHING	0	0	-			0	0	#DIV/0!
10 52100 298	CONTRACTED OVERTIME	1,704	3,397	1,200	527	1,500	2,027	1,500	25.00%
10 52100 299	OTHER CONTRACTED SERVICES	57,686	59,474	60,941	35,549	25,392	60,941	62,074	1.86%
10 52100 340	TRANSCRIPTION SERVICES	198	212	-	-	0	0	0	#DIV/0!
10 52100 341	CITATION PROCESSING	1,823	2,179	1,900	921	500	1,421	2,000	5.26%
10 52100 349	MISC OPERATING EXPENSES	187	400	300	5	50	55	0	-100.00%
	BUDGET AMENDMENT	0	0	-			0	0	#DIV/0!
		61,598	65,662	64,341	37,002	27,442	64,444	65,574	1.92%
LAKE PATROL									
10 52110 296	LAKE PATROL	25,114	25,114	25,525	12,762	12,763	25,525	25,525	0.00%
	BUDGET AMENDMENT	0	0	0		0	0	-	#DIV/0!
		25,114	25,114	25,525	12,762	12,763	25,525	25,525	0.00%
FIRE DEPARTMENT (LAKE COUNTRY)									
10 52300 299	CONTRACTED SERVICES - LCFR	0	0	640,127	641,656	(1,529)	640,127	668,965	4.51%
	BUDGET AMENDMENT							-	
OPERATIONS									
10 52230 131	SOCIAL SECURITY	18,731	21,955		1,715	0	1,715		#DIV/0!
10 52230 341	UNIFORMS	483	368		(8)	0	(8)		#DIV/0!
		334,545	360,130	0	1,707	0	1,707		#DIV/0!
AMBULANCE AND RESCUE									
10 52300 125	WAGES: PART-TIME	24,129	10,232				0		#DIV/0!
10 52300 126	WAGES: PAID ON PREMISE	133,625	231,578				0		#DIV/0!
10 52300 127	WAGES: ON CALL	30,554	22,398				0		#DIV/0!
10 52300 131	SOCIAL SECURITY	14,406	17,340		(1,702)	0	(1,702)		#DIV/0!
10 52300 230	EQUIPMENT MAINTENANCE	4,380	6,183		(2,909)	0	(2,909)		#DIV/0!
10 52300 290	CONTRACTED SERVICES	13,277	11,531		1,082	0	1,082		#DIV/0!
10 52300 322	EMT BASIC TRAINING	0	0				0		#DIV/0!
10 52300 340	OPERATING EXPENSES	12,230	11,326				0		#DIV/0!
		232,601	310,588	0	(3,529)	0	(3,529)		#DIV/0!
INSPECTION									
10 52400 299	OTHER CONTRACTED SERVICES	141,432	188,892	148,525	58,150	79,950	138,100	164,450	10.72%
10 52400 340	OPERATING EXPENSES	2,456	665	2,500	1,325	1,175	2,500	1,500	-40.00%
10 52900 390	PROPERTY CLEAN-UP	0	0	-		0	0		#DIV/0!
	BUDGET AMENDMENT	0		-			0		#DIV/0!
		143,888	189,557	151,025	59,475	81,125	140,600	165,950	9.88%

EMERGENCY GOVERNMENT

10 52500 110	EMERGENCY GOVERNMENT	0	0	0	-	0	0	-	#DIV/0!
10 52500 390	OTHER SUPPLIES & EXPENSES	0	0	0	-	0	0	-	#DIV/0!
	BUDGET AMENDMENT	0	0	0	-	0	0	-	
		0	-	0	-	0	0	0	#DIV/0!
	TOTAL PUBLIC SAFETY	866,099	990,575	881,018	749,073	119,801	868,874	926,014	5.11%

		2021							
		2019	2020	BUDGET	1ST 6 MOS	LAST 6 MOS	TOTAL	2022	%
PUBLIC WORKS:		ACTUAL	ACTUAL		ACTUAL	ESTIMATE		BUDGET	CHANGE
TRANSPORTATION:									
BUILDINGS AND GROUNDS OPERATIONS:									
10 53270 220	NATURAL GAS	5,649	4,367	5,500	3,850	1,200	5,050	4,500	-18.18%
10 53270 221	ELECTRICITY	3,737	4,003	5,000	1,637	1,700	3,337	4,500	-10.00%
10 53270 350	BUILDING MAINTENANCE	3,622	3,733	10,000	7,257	2,500	9,757	10,000	0.00%
		13,008	12,103	20,500	12,744	5,400	18,144	19,000	-7.32%
OPERATIONS									
10 53310 120	WAGES: FULL-TIME	284,581	288,983	299,303	135,421	163,882	299,303	306,052	2.25%
10 53310 125	WAGES: PART-TIME	10,617	8,792	10,175	9,194	3,500	12,694	15,175	49.14%
10 53310 128	OVERTIME	11,499	5,622	10,175	3,872	3,500	7,372	10,175	0.00%
10 53310 130	PERSONAL INSURANCE	45,089	41,473	46,041	18,538	18,868	37,406	39,700	-13.77%
10 53310 131	SOCIAL SECURITY	25,507	25,354	26,972	12,336	14,452	26,788	27,928	3.54%
10 53310 150	RETIREMENT BENEFIT	29,853	31,823	32,923	15,160	18,027	33,187	33,666	2.26%
10 53310 200	DRUG TESTING & EDUCATION	0	345	300	168	170	338	300	0.00%
10 53310 223	SANITATION	407	505	425	103	150	253	425	0.00%
10 53310 224	PAGER / CELL PHONE	0	0	-	-	-	0	0	#DIV/0!
10 53310 292	TRASH DISPOSAL	0	0	-	-	-	0	0	#DIV/0!
10 53310 322	TUITION	0	27	500	-	0	0	500	0.00%
10 53310 341	UNIFORMS	747	171	1,500	50	150	200	1,000	-33.33%
10 53310 343	EQUIPMENT RENTAL	82	1,138	2,000	560	1,000	1,560	2,000	0.00%
10 53310 344	EQUIPMENT AND VEHICLE REPAIRS	30,136	28,816	35,000	8,098	20,000	28,098	32,500	-7.14%
10 53310 345	VEHICLE EXPENSES	33,170	28,558	30,000	17,135	11,000	28,135	34,165	13.88%
10 53310 370	ROAD REPAIRS & MAJOR CULVERT	357,614	493,918	550,000	479,590	44,900	524,490	605,000	10.00%
10 53310 371	STREET SWEEPING	0	1,500	1,500	-	1,500	1,500	1,500	0.00%
10 53310 372	ROAD SIGNS & MARKINGS	9,575	8,448	11,000	2,058	3,500	5,558	9,000	-18.18%
10 53310 373	SAND, SALT & CHLORIDE	150,385	104,327	135,000	135,064	0	135,064	123,000	-8.89%
10 53310 374	CULVERTS, GRAVEL & DRIVEWAYS	6,433	7,142	5,000	1,351	3,500	4,851	5,000	0.00%
10 53310-375	SHAMROCK MEADOWS	0	22	-	-	0	0	-	#DIV/0!
10 53310 390	OTHER OPERATING EXPENSES	7,610	7,185	7,000	2,164	2,500	4,664	7,000	0.00%
10 53420 221	STREET LIGHTING	11,996	12,757	12,500	5,482	6,518	12,000	12,500	0.00%
		1,015,301	1,096,906	1,217,314	846,344	317,117	1,163,461	1,266,586	4.05%
	BUDGET AMENDMENT	1,028,309	1,109,009	1,237,814	859,088	322,517	1,181,605	1,285,586	3.86%
	TOTAL HWY AND TRANSPORTATION	1,028,309	1,109,009	1,237,814	859,088	322,517	1,181,605	1,285,586	3.86%

TOWN OF DELAFIELD
2022 BUDGET
GENERAL FUND EXPENDITURES WORKSHEETS

11/12/21

		2021					2022	%	
		2019	2020	BUDGET	1ST 6 MOS	LAST 6 MOS	TOTAL	BUDGET	CHANGE
		ACTUAL	ACTUAL		ACTUAL	ESTIMATE			
PUBLIC WORKS CONTINUED:									
STORMWATER AND SEWER SERVICE									
10 53610 215	CONTRACT SEWER STUDY	0	0	0	-	0	0	-	#DIV/0!
10 53610 216	DEL-HART SEWER COMMISSION	0	0	0	-	0	0	-	#DIV/0!
10 53610 217	FOXWOOD ESTATES-SEWER	0	0	0	-	0	0	-	#DIV/0!
10 56900 250	STORMWATER FEES - DNR	2,845	2,931	4,000	-	4,000	4,000	4,000	0.00%
	BUDGET AMENDMENT	0	0	0	-	0	0	-	#DIV/0!
		2,845	2,931	4,000	-	4,000	4,000	4,000	0.00%
REFUSE COLLECTION									
10 53620 291	REFUSE COLLECTION CONTRACT	656,111	671,477	673,400	276,671	396,729	673,400	940,308	39.64%
	BUDGET AMENDMENT	0	0	0	-	0	0	-	#DIV/0!
		656,111	671,477	673,400	276,671	396,729	673,400	940,308	39.64%
	TOTAL PUBLIC WORKS	1,687,265	1,783,417	1,915,214	1,135,759	723,246	1,859,005	2,229,894	16.43%
HEALTH AND HUMAN SERVICES									
RECYCLING & WEED CONTROL									
10 53640 340	WEED CONTROL	0	0	0	-	0	0	-	#DIV/0!
10 53690 391	HAZARDOUS WASTE	2,469	1,000	1,000	1,503	0	1,503	1,000	0.00%
	BUDGET AMENDMENT	0	0	0	-	0	0	-	#DIV/0!
	TOTAL RECYCLING & WEED CONTROL	2,469	1,000	1,000	1,503	0	1,503	1,000	0.00%
ANIMAL CONTROL									
10 54100 291	HUMANE SOCIETY	2,346	2,346	2,346	-	2,346	2,346	2,346	0.00%
10 54100 330	MILEAGE REIMBURSEMENT	0	0	0	-	0	0	-	#DIV/0!
	BUDGET AMENDMENT	0	0	0	-	0	0	-	#DIV/0!
	TOTAL ANIMAL CONTROL	2,346	2,346	2,346	-	2,346	2,346	2,346	0.00%
INSECT ERADICATION									
10 54110 299	CONTRACTED SERVICES	0	0	0	-	0	0	-	#DIV/0!
	BUDGET AMENDMENT	0	0	0	-	0	0	-	#DIV/0!
	TOTAL INSECT ERADICATION	0	0	0	-	0	0	-	#DIV/0!
	TOTAL HEALTH AND HUMAN SERVICES	4,815	3,346	3,346	1,503	2,346	3,849	3,346	0.00%

TOWN OF DELAFIELD
2022 BUDGET
GENERAL FUND EXPENDITURES WORKSHEETS

11/12/21

		2021					2022	%	
		2019	2020	BUDGET	1ST 6 MOS	LAST 6 MOS	BUDGET	CHANGE	
		ACTUAL	ACTUAL		ACTUAL	ESTIMATE			
PARKS AND RECREATION									
PARKS									
10 55200 120	WAGES: FULL-TIME	32,843	28,775	35,360	2,160	0	2,160	-100.00%	
10 5200-121	WAGES: FULLTIME HWY	1,000	0			0	0	#DIV/0!	
10 55200 125	WAGES: PART-TIME	0	0	-	174	1,239	1,413	#DIV/0!	
10 55200 128	WAGES: OVERTIME	0	0	-	-	0	0	#DIV/0!	
10 55200 129	OTHER HRS: HWY DEPT	0	0	-	-	0	0	#DIV/0!	
10 55200 130	PERSONAL INSURANCE	0	5,160	-	-	0	0	#DIV/0!	
10 55200 131	SOCIAL SECURITY	2,751	2,270	3,003	165	95	260	1,148	-61.77%
10 55200 150	RETIREMENT BENEFIT	3,275	2,163	3,890	-	0	0	0	-100.00%
10 55200 221	ELECTRICAL SERVICE	217	223	200	85	115	200	200	0.00%
10 55200 223	SANITATION	3,997	1,397	4,500	1,577	1,482	3,059	4,500	0.00%
10 55200 345	VEHICLE EXPENSES	89	36	2,000	-	0	0	1,500	-25.00%
10 55200 355	GROUNDS MAINTENANCE	3,007	4,219	5,500	2,394	3,106	5,500	5,500	0.00%
10 55200 356	BASEBALL FIELDS	74	0	1,500	65	12,780	12,845	1,500	0.00%
10 55200 390	OTHER SUPPLIES AND EXPENSES	140	0	900	-	0	0	900	0.00%
	PARK EQUIPMENT	-		-	-	0	0		#DIV/0!
	BUDGET AMENDMENT	-		-	-	0	0		#DIV/0!
		47,393	44,243	56,853	6,620	18,817	25,437	30,248	-46.80%
RECREATION									
10 55300 119	RECREATION DIRECTOR	13,539	12,916	13,671	6,835	6,836	13,671	13,979	2.25%
10 55300 125	WAGES: PART-TIME	-	-	-	-	0	0	-	#DIV/0!
10 55300 131	SOCIAL SECURITY	938	988	1,046	523	523	1,046	1,069	2.20%
10 55300 222	TELEPHONE	629	520	650	273	300	573	650	0.00%
10 55300 294	COUNTY LEAGUE FEES	2,890	-	3,000	4,025	0	4,025	3,000	0.00%
10 55300 330	MILEAGE REIMBURSEMENT	296	59	300	-	300	300	300	0.00%
10 55300 341	UNIFORMS	5,529	-	6,500	7,747	0	7,747	6,500	0.00%
10 55300 346	BALL EQUIPMENT	1,057	1,096	1,000	765	770	1,535	1,000	0.00%
10 55300 347	FIELD EQUIPMENT	658	-	900	725	175	900	900	0.00%
10 55300 390	OTHER SUPPLIES AND EXPENSES	124	2,064	150	27	100	127	150	0.00%
10 55300 395	LITTLE LEAGUE - BREWERS	2,860	-	3,000	-	0	0	3,000	0.00%
10 55300 396	PICTURE NIGHT	577	-	600	650	0	650	600	0.00%
10 55300 397	SUMMER YOUTH PROGRAM	611	-	500	757	0	757	500	0.00%
	BUDGET AMENDMENT	-		0			0	-	#DIV/0!
		29,708	17,643	31,317	22,327	9,004	31,331	31,648	1.06%
TOTAL PARKS AND RECREATION		77,101	61,886	88,170	28,947	27,821	56,768	61,896	-29.80%

CONSERVATION AND DEVELOPMENT:

ENGINEERING

10 56300 215	REIMBURSABLE SERVICES	9,771	8,529	20,000	1,688	11,300	12,988	10,000	-50.00%
10 56300 216	ROAD IMPROVEMENT PROGRAM	31,936	39,914	36,000	24,844	8,990	33,834	36,000	0.00%
10 56300 217	PARK DEVELOPMENT	-	-	-	-	-	-	-	#DIV/0!
10 56300 218	PLAN COMMISSION	15,780	11,713	14,300	7,144	3,000	10,144	14,000	-2.10%
10 56300 220	ZONING REVIEWS	-	-	-	-	-	-	-	#DIV/0!
	SPECIAL PROJECTS:								#DIV/0!
10 56300 253	NR216 PERMIT	6,494	8,813	10,000	628	4,500	5,128	10,000	0.00%
10 56300 298	BUILDING GRADES	1,360	1,240	1,200	320	580	900	1,200	0.00%
10 56300 299	MUNICIPAL SERVICES	70,961	61,029	65,000	25,983	32,017	58,000	60,000	-7.69%
10 56300 300	ZONING CODE/MASTER PLAN	3,375	1,824	2,000	-	-	-	2,000	0.00%
10 56300 301	CODE ENFORCEMENT	1,788	494	500	-	-	-	500	0.00%
10 56300 330	MILEAGE REIMBURSEMENT	2,301	2,207	2,500	1,289	1,200	2,489	2,500	0.00%
10 56300 331	TOWN GIS	3,705	2,073	2,000	1,575	1,400	2,975	2,000	0.00%
10 56300 332	MAP MODERNIZATION	359	-	-	500	-	500	1,000	#DIV/0!
	BUDGET AMENDMENT	-	-	-	-	-	-	-	#DIV/0!
		147,830	137,836	153,500	63,971	62,987	126,958	139,200	-9.32%

PLAN COMMISSION

10 56300 120	CLERICAL	-	-	-	-	-	0	-	#DIV/0!
10 56300 131	SOCIAL SECURITY	99	57	115	42	46	88	115	0.00%
10 56300 141	MEETING FEES	1,365	742	1,500	555	600	1,155	1,500	0.00%
10 56300 313	LEGAL NOTICES	-	-	-	-	-	0	-	#DIV/0!
10 56300 390	OTHER SUPPLIES AND EXPENSES	387	344	200	-	150	150	200	0.00%
	BUDGET AMENDMENT	-	-	-	-	-	0	-	#DIV/0!
		1,851	1,143	1,815	597	796	1,393	1,815	0.00%

ZONING BOARD OF APPEALS

10 56400 131	SOCIAL SECURITY	12	24	15	-	6	6	25	66.67%
10 56400 141	MEETING FEES	155	315	200	158	79	237	315	57.50%
10 56400 142	CLERK FULL-TIME	-	-	-	-	0	0	-	#DIV/0!
10 56400 313	LEGAL NOTICES	379	883	50	126	75	201	100	100.00%
10 56400 330	MILEAGE REIMBURSEMENT	-	-	-	-	-	0	-	#DIV/0!
	BUDGET AMENDMENT	-	-	-	-	-	0	-	#DIV/0!
		546	1,222	265	284	160	444	440	66.04%
	TOTAL CONSERV AND DEVELOPMENT	150,227	140,201	155,580	64,852	63,943	128,795	141,455	-9.08%
	TOTAL OPERATING EXPENDITURES	3,294,792	3,524,055	3,555,190	2,254,060	1,143,079	3,397,139	3,884,397	9.26%

Total	3,511,521	3,692,449	3,781,669
Plus: Fund 22 expenses			
Budget Amendments			

Less: Capital Outlays	(216,729)	(168,394)	(226,479)	
Less: Transfers out				
Park & Rec Fundraising				
	<u>3,294,792</u>	<u>3,524,055</u>	<u>3,555,190</u>	<u>-</u>
Proof	0	-	0	2,254,060

TOWN OF DELAFIELD
2022 BUDGET
GENERAL FUND OPERATING EXPENDITURES

11/12/21

	2019 ACTUAL	2020 ACTUAL	2021			2022 BUDGET	% CHANGE	
			BUDGET	1ST 6 MOS ACTUAL	LAST 6 MOS ESTIMATE			TOTAL
GENERAL GOVERNMENT:								
TOWN BOARD	43,478	41,753	45,954	21,047	22,300	43,347	45,726	-0.50%
LEGAL	40,699	46,055	52,000	18,549	25,576	44,125	52,000	0.00%
CLERK/ TREASURER	170,247	174,595	178,236	81,925	88,133	170,058	188,438	5.72%
ELECTIONS	6,860	26,259	12,400	8,962	1,363	10,325	23,818	92.08%
ACCOUNTING	40,171	33,367	38,500	24,336	5,300	29,636	33,000	-14.29%
ASSESSOR	49,549	38,637	49,862	30,299	19,201	49,500	49,900	0.08%
GENERAL BUILDINGS AND PLANT	62,930	107,047	72,910	34,093	43,899	77,992	74,410	2.06%
UNCOLLECTIBLE ACCOUNTS	7,170	0	0	3,484	0	3,484	0	#DIV/0!
INSURANCE	88,181	76,917	62,000	51,231	150	51,381	54,500	-12.10%
	509,285	544,630	511,862	273,926	205,922	479,848	521,792	1.94%
PUBLIC SAFETY:								
LAW ENFORCEMENT	61,598	65,662	64,341	37,002	27,442	64,444	65,574	1.92%
LAKE PATROL	25,114	25,114	25,525	12,762	12,763	25,525	25,525	0.00%
FIRE AND RESCUE	635,499	710,242	640,127	639,834	(1,529)	638,305	668,965	4.51%
INSPECTION	143,888	189,557	151,025	59,475	81,125	140,600	165,950	9.88%
EMERGENCY GOVERNMENT	0	0	0	0	0	0	0	#DIV/0!
	866,099	990,575	881,018	749,073	119,801	868,874	926,014	5.11%
PUBLIC WORKS:								
HIGHWAY AND TRANSPORTATION	1,028,309	1,109,009	1,237,814	859,088	322,517	1,181,605	1,285,586	3.86%
SEWER SERVICE	2,845	2,931	4,000	0	4,000	4,000	4,000	#DIV/0!
REFUSE COLLECTION	656,111	671,477	673,400	276,671	396,729	673,400	940,308	39.64%
	1,687,265	1,783,417	1,915,214	1,135,759	723,246	1,859,005	2,229,894	16.43%
HEALTH AND HUMAN SERVICES:								
RECYCLING & WEED CONTROL	2,469	1,000	1,000	1,503	0	1,503	1,000	0.00%
ANIMAL CONTROL	2,346	2,346	2,346	0	2,346	2,346	2,346	0.00%
INSECT ERADICATION	0	0	0	0	0	0	0	#DIV/0!
	4,815	3,346	3,346	1,503	2,346	3,849	3,346	0.00%
PARKS AND RECREATION:								
PARKS	47,393	44,243	56,853	6,620	18,817	25,437	30,248	-46.80%
RECREATION	29,708	17,643	31,317	22,327	9,004	31,331	31,648	1.06%
	77,101	61,886	88,170	28,947	27,821	56,768	61,896	-29.80%
CONSERVATION AND DEVELOPMENT:								
ENGINEERING	147,830	137,836	153,500	63,971	62,987	126,958	139,200	-9.32%
PLAN COMMISSION	1,851	1,143	1,815	597	796	1,393	1,815	0.00%
ZONING BOARD OF APPEALS	546	1,222	265	284	160	444	440	66.04%
	150,227	140,201	155,580	64,852	63,943	128,795	141,455	-9.08%
TOTAL OPERATING EXPENDITURES	3,294,792	3,524,055	3,555,190	2,254,060	1,143,079	3,397,139	3,884,397	9.26%

TOWN OF DELAFIELD
2022 BUDGET
DETAIL OF CAPITAL EXPENDITURES - GENERAL FUND

11/12/21

		2021					2022	
		2019	2020	BUDGET	1ST 6 MOS	LAST 6 MOS	TOTAL	BUDGET
		ACTUAL	ACTUAL		ACTUAL	ESTIMATE		
LEGAL								
10 51300 810	DOCUMENT RETRIEVAL	0	0	0	0	0	0	0
	TOTAL LEGAL	0	0	0	0	0	0	0
CLERK/ TREASURER								
10 51420 810	COPIER/PRINTER	0	0	0	0	0	0	0
	LAPTOP	0	0	0	0	0	0	0
	TOTAL OF ITEMS UNDER \$500	0	0	0	0	0	0	0
	BUDGET AMENDMENT	0	0	0	0	0	0	0
	TOTAL CLERK	0	0	0	0	0	0	0
ELECTIONS								
10 51440 810	BOOTHES	0	0	0	0	0	0	0
	VOTING MACHINE	0	0	0	0	0	0	0
	TABLES FOR NEW VOTING LOCATION	0	0	0	0	0	0	0
	MODEM UPDATE	0	0	0	0	0	0	0
	BUDGET AMENDMENT	0	0	0	0	0	0	0
	TOTAL ELECTIONS	0	0	0	0	0	0	0

TOWN OF DELAFIELD
2022 BUDGET
DETAIL OF CAPITAL EXPENDITURES - GENERAL FUND

11/12/21

		2021					2022	
		2019	2020	BUDGET	1ST 6 MOS	LAST 6 MOS	TOTAL	BUDGET
		ACTUAL	ACTUAL		ACTUAL	ESTIMATE		
GENERAL BUILDINGS AND PLANT								
10 51600 810	ROOF REPLACEMENT	0	0	0	0	0	0	0
	WIRELESS MICROPHONE	0	0	0	0	0	0	0
	BEACH RD STRUCTURE RAZED	0	0	0	0	0	0	0
	MAJOR BUILDING REMODELING	0	0	0	0	0	0	0
	RELOCATE EAST CAMERA TH/FS	0	0	0	0	0	0	0
	TOTAL OF ITEMS UNDER \$500	0	0	0	0	0	0	0
	BUDGET AMENDMENT	0	0	0	0	0	0	0
	TOTAL 810 GENERAL BLDG & PLANT	0	0	0	0	0	0	0
10 51600 820	CAPITAL IMPROVEMENTS	0	0	0	0	0	0	0

TOTAL OF ITEMS UNDER \$500	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL 820 GENERAL BLDG & PLANT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL GENERAL BLDG & PLANTS	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
LAW ENFORCEMENT							
10 52100 810 RADAR	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
SOFTWARE	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
BUDGET AMENDMENT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
LAKE PATROL							
10 52110 810 ATV	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
BOAT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
BUDGET AMENDMENT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
				2021			
	<u>2019</u>	<u>2020</u>	<u>BUDGET</u>	<u>1ST 6 MOS</u>	<u>LAST 6 MOS</u>	<u>TOTAL</u>	<u>2022</u>
	<u>ACTUAL</u>	<u>ACTUAL</u>		<u>ACTUAL</u>	<u>ESTIMATE</u>		<u>BUDGET</u>
PUBLIC WORKS - HIGHWAY OPERATIONS							
10 53310 810 BACKHOE	<u>0</u>	<u>-</u>	<u>161,012</u>	<u>161,012</u>	<u>0</u>	<u>161,012</u>	<u>0</u>
ROOF REPLACEMENT	<u>-</u>	<u>-</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
PLOW TRUCK	<u>141,061</u>	<u>40,507</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
1 TON TRUCK	<u>60,702</u>	<u>-</u>	<u>75,000</u>	<u>31,467</u>	<u>34,000</u>	<u>65,467</u>	<u>-</u>
WELDER	<u>-</u>	<u>-</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
ALTO2 ROADSIDE MOWER	<u>-</u>	<u>-</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
PRESSURE WASHER	<u>-</u>	<u>-</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TRAILER	<u>-</u>	<u>-</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
COMPUTERS	<u>-</u>	<u>-</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
GRADER BLADE	<u>-</u>	<u>-</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
ALLEY RECONSTRUCTION	<u>-</u>	<u>-</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL OF ITEMS UNDER \$500	<u>-</u>	<u>-</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
BUDGET AMENDMENT	<u>-</u>	<u>-</u>	<u>-</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL HIGHWAY OPERATIONS	<u>201,763</u>	<u>40,507</u>	<u>236,012</u>	<u>192,479</u>	<u>34,000</u>	<u>226,479</u>	<u>0</u>
TOTAL CAPITAL EXPENDITURES GENERAL FUND	<u>216,729</u>	<u>100,745</u>	<u>236,012</u>	<u>192,479</u>	<u>34,000</u>	<u>226,479</u>	<u>0</u>

Total	216,729	100,745	75,000
Less: Equipment Repl	0	-	0
Park & Rec Donation Fund	0	-	161,012
Plus: Budget Amendments	0	-	0
	<u>216,729</u>	<u>100,745</u>	<u>236,012</u>
Proof	0	-	0

TOWN OF DELAFIELD
 2022 BUDGET
 GENERAL FUND CAPITAL EXPENDITURES

11/12/21

	2019 ACTUAL	2020 ACTUAL	2021			2022 BUDGET
			BUDGET	1ST 6 MOS ACTUAL	LAST 6 MOS ESTIMATE	
10 51300 810 DOCUMENT RETRIEVAL	0	0	0	0	0	0
10 51420 810 CLERK	0	0	0	0	0	0
10 51440 810 ELECTIONS	0	0	0	0	0	0
10 51600 xxx GENERAL BUILDINGS AND PLANTS	0	0	0	0	0	0
10 52100 810 LAW ENFORCEMENT	0	0	0	0	0	0
10 52110 810 LAKE PATROL	0	0	0	0	0	0
10 Various FIRE AND RESCUE	14,966	60,238	0	0	0	0
10 53310 810 HIGHWAY	201,763	40,507	236,012	192,479	34,000	226,479
10 55200 820 PARKS	0	0	0	0	0	0
10 55300 810 RECREATION	0	0	0	0	0	0
TOTAL CAPITAL EXPENDITURES	<u>216,729</u>	<u>100,745</u>	<u>236,012</u>	<u>192,479</u>	<u>34,000</u>	<u>226,479</u>

TOWN OF DELAFIELD
2022 BUDGET
CAPITAL IMPROVEMENTS FUND

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11/12/21

		2021					2022	
		2019 ACTUAL	2020 ACTUAL	BUDGET	1ST 6 MOS ACTUAL	LAST 6 MOS ESTIMATE	TOTAL	BUDGET
REVENUES:								
20 43693	DNR GRANTS	0	0	0	0	0	0	0
20 48110	INTEREST ON INVESTMENTS	0	0	0	0	0	0	0
TOTAL REVENUES		0	0	0	0	0	0	0
EXPENDITURES:								
PARKS								
20 57620-820	CAPITAL IMPROVEMENTS	0	0	0	0	0	0	0
TOTAL EXPENDITURES		0	0	0	0	0	0	0
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES		0	0	0	0	0	0	0
OTHER FINANCING USES:								
TRANSFER TO GENERAL FUND		0	0	0	0	0	0	0
EXCESS OF REVENUES OVER EXPENDITURES AND USES		0	0	0	0	0	0	0
FUND BALANCE:								
BEGINNING OF PERIOD		0	0	0	0	0	0	0
END OF PERIOD		0	0	0	0	0	0	0

TOWN OF DELAFIELD
 2022 BUDGET
 CAPITAL PROJECTS FUND - FIRE STATION/ TOWN HALL

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		2021					2022
		2019	2020	BUDGET	1ST 6 MOS	LAST 6 MOS	BUDGET
		ACTUAL	ACTUAL		ACTUAL	ESTIMATE	
						TOTAL	
REVENUES:							
40 48110	INTEREST ON INVESTMENTS	0	0	0	0	0	0
40 48302	SALE OF ASSETS	0	0	0	0	0	0
TOTAL REVENUES		0	0	0	0	0	0
EXPENDITURES:							
VARIOUS	PROJECT COSTS	0	0	0	0	0	0
TOTAL EXPENDITURES		0	0	0	0	0	0
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES		0	0	0	0	0	0
OTHER FINANCING SOURCES (USES):							
	PROCEEDS OF LONG-TERM DEBT	0	0	0	0	0	0
	TRANSFER TO OTHER FUNDS	0	0	0	0	0	0
EXCESS OF REVENUES & OTHER SOURCES OVER EXPENDITURES & USES		0	0	0	0	0	0
FUND BALANCE:							
	BEGINNING OF PERIOD	0	0	0	0	0	0
	END OF PERIOD	0	0	0	0	0	0