



**A PERFECT ENVIRONMENT**

**Residential      Recreational      Responsible**

**Chair**  
Edward Kranick  
**Supervisors**  
Steve Michels  
Joe Woelfle  
Magalie Miller  
Terri Mahoney-Ogden  
**Clerk/Treasurer**  
Dan Green

**TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING  
TUESDAY, JULY 25, 2023  
6:30 PM**

**DELAFIELD TOWN HALL – W302 N1254 MAPLE AVENUE, DELAFIELD, WI  
AGENDA**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Citizen Comments: Public comments from citizens regarding items on, or not on the agenda. The Board may not engage in a discussion with the citizen making the comments. Individual presentations are limited to three minutes and citizens shall follow the rules set forth in Section 2.04(1)(d) of the Town Code.
5. Approval of Minutes:
  - a. June 27, 2023, Town Board Minutes
6. Action on vouchers submitted for payment:
  - a. Report on budget sub-accounts and action to amend the 2023 budget
  - b. 1) Accounts payable; 2) Payroll
7. Communications (for discussion and possible action)
  - a. Wisconsin Town's Association Meeting: Wednesday, July 26 @ 6:30 PM
  - b. Newsletter and Town Communications Update
  - c. Lake Country Fire & Rescue Update
8. Unfinished Business: None
9. New Business
  - a. Discussion and possible action on a contract with Waukesha County for tax assessment and billing for 2024-2025.
  - b. Discussion and possible action on approving a quote from Toepfer Security for the purchase and installation of a 4-image IP Dome Camera and mount for the northern parking lot and skate park.
  - c. Supervisor Mahoney-Ogden's request for discussion on residential lighting.
  - d. Supervisor Mahoney-Ogden's request for discussion on virtual attendance of board meetings.
10. Announcements and Planning items
  - a. Plan Commission – Tuesday, August 1, 2023 @ 6:30 PM
  - b. Town Board – Tuesday, August 15, 2023 @ 6:30 PM (Combined August 8<sup>th</sup> & August 22<sup>nd</sup> meetings)
  - c. Plan Commission – Tuesday, September 5, 2023 @ 6:30 PM
11. Adjournment

Dan Green  
Town of Delafield Administrator/Clerk/Treasurer

**PLEASE NOTE:**

- ✓ It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order. It is also possible that a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.
- ✓ Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Town Clerk Dan Green (262) 646-2398.

**TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING**  
**JUNE 27, 2023 @ 6:30 PM**

**Video Link:** <https://www.youtube.com/watch?v=8-sEKz7vavY&t=175s>

**First order of business:** Call to Order

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

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

**Third order of business:** Roll Call

Present: Supervisor Mahoney-Ogden, Supervisor Miller, Supervisor Michels, and Chairperson Kranick. Also present was Administrator Dan Green.

Excused: Supervisor Woelfle

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

**Fifth order of business:**

- a. Approval of the May 23, 2023, Town Board Minutes

*Motion by Supervisor Michels to approve the May 23, 2023, minutes. Seconded by Supervisor Miller. Motion passed 4-0.*

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

- a. Report on budget sub-accounts and action to amend 2022 or 2023 budget.
- b. 1) Accounts payable; 2) Payroll

*Motion by Supervisor Michels to approve payment of checks #66803- #66809 and checks #66812 - #66844 in the amount of \$268,801.42, and payments of checks #66845-#66847 and checks #66850-#66870 in the amount of \$39,349.78, and payrolls dated June 9, 2023, in the amount of \$17,381.78 and payrolls dated June 23, 2023, in the amount of \$17,565.97. Seconded by Supervisor Miller. Motion passed 4-0.*

**Seventh order of Business:** Communications

- a. Special Event Permit – Ronald McDonald House – Christmas Fantasy House: November 3<sup>rd</sup> to November 11<sup>th</sup> (N31W29225 Summerhill Road)
- b. City of Delafield Public Hearing Notice – Divine Redeemer Lutheran Church Conditional Use amendment.
- c. Village of Summit – Amendment to the 2045 Comprehensive Plan.
- d. Oakton Road – Schedule for construction
- e. Pewaukee Triathlon – Saturday, July 15<sup>th</sup> and Saturday, July 16<sup>th</sup>

**Eighth order of Business:** Unfinished Business:

**Ninth order of Business:** New Business:

- a. Discussion and possible action on a vacation rental application for Heather Black for the property located at W298N2785 Locust Lane.

Administrator Green reviewed the report from the Town Engineer. He explained the home currently has two parking stalls, but the code requires three. He also mentioned that the home itself only has two sleeping rooms, and the code requires one parking stall per room. Locust Lane is a private driveway that is owned by four separate homeowners. There is no homeowner's association. The engineer recommended approval on the application subject to 1) the owner installing an address plate that is clear and visible 2) the garage containers being moved from the front of the house to the rear of the house or to the west end of the carport 3) the corners of the lot be marked with stakes, so users know where the property lines are 4) the owner agreeing to all conditions of the license.

Supervisor Mahoney-Ogden asked if the home had lake access. The applicant explained there is shared access. There are four families that own the shared access with no homeowner's association. She also asked if guests use the owner's boat or if they bring their own boat. The applicant explained they cannot use the pier for their boat, and would have to rent a boat from elsewhere. The owner stated she will be using Airbnb and VRBO.

*Motion by Supervisor Mahoney-Ogden to approve the application for a vacation rental for Heather Black for the property located at W298N2785 Locust Lane, subject to the conditions from staff. Seconded by Supervisor Michels. Motion passed 4-0.*

- b. Discussion and possible action on the approval of a Temporary Class "B" beer and wine license for the Ronald McDonald House Charities of Easter WI for the Christmas Fantasy House Preview Night on November 2, 2023.

*Motion by Supervisor Michels to approve a Temporary Class "B" beer and wine license for the Ronald McDonald House Charities of Easter WI for the Christmas Fantasy House Preview Night on November 2, 2023. Seconded by Supervisor Miller. Motion passes 4-0.*

- c. Discussion and possible action on the approval of Alcoholic Beverage "Class B" Liquor, and "Class B" Beer renewal licenses for the licensing period of July 1, 2023, to June 30, 2024, to Pewaukee Yacht Club, Inc., Western Lakes Golf Club, FeNori Winery, LLC, and BuckRub Outfitters, Ltd.

*Motion by Supervisor Michels to approve alcoholic beverage "Class B" Liquor, and "Class B" Beer renewal licenses for the licensing period of July 1, 2023, to June 30, 2024, to Pewaukee Yacht Club, Inc., Western Lakes Golf Club, FeNori Winery, LLC, and BuckRub Outfitters, Ltd. Seconded by Supervisor Mahoney-Ogden. Motion passed 4-0.*

- d. Discussion and possible action on a proposed amendment to the Lake Country Fire and Rescue Agreement.

Chairman Kranick stated this amendment is from the Town of Genesee to allow the Town to exceed the 2% plus CPI. This would fund the seven staff this year and next year. This was approved by the referendum and recommends approval. The Town would be the sixth community of the seven in LCFR to approve this. The City of Delafield rejected this amendment. The proposed amendment creates an exception for 2024 to hire additional staff recommended by the staffing plan.

*Motion by Supervisor Mahoney-Ogden to approve the proposed amendment to the Lake Country Fire and Rescue Agreement. Seconded by Supervisor Miller. Motion passes 4-0.*

- e. Discussion and possible action on 2024 Budget Workshop dates

The two budget workshop dates will be September 26<sup>th</sup> and October 10<sup>th</sup>.

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

- a. Board of Review – Thursday, June 29, 2023 @ 5:00 PM
- b. Plan Commission – Tuesday, July 11, 2023 @ 6:30 PM
- c. Town Board - Tuesday, July 25, 2023 @ 6:30 PM
- d. Plan Commission – Tuesday, August 1, 2023 @ 6:30 PM
- e. Town Board – Tuesday, August 15, 2023 @ 6:30 PM (Combined August 8<sup>th</sup> & August 22<sup>nd</sup> meetings)

**Eleventh order of Business:** Adjournment:

*Motion by Supervisor Michels to adjourn the Tuesday, June 27, 2023, Town Board meeting at 6:55 PM. Seconded by Supervisor Miller. Motion passed 4-0.*

Respectfully submitted:

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



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Dan Green

**To:** Town Chairman  
Town Board Members  
**From:** Karen Nipko, Deputy Clerk  
**Date:** July 25, 2023  
**Subject:** Payroll and Accounts Payable

**Account Payable:**

**Recommendation:** Motion to approve payment of checks #66871-#66876 and checks #66879 - #66903 in the amount of \$181,783.39, and payments of checks #66845-#66847 and checks #66850-#66870 in the amount of \$39,349.78.

**Payroll Checks:**

**Recommendation:** Motion to approve the payrolls dated July 7, 2023, in the amount of \$16,725.54 and payrolls dated July 21, 2023, in the amount of \$17,450.80.



# WISCONSIN TOWNS ASSOCIATION

Empowering Town Officials

W7686 County Road MMM  
Shawano, WI 54166  
715-526-3157  
wtowns@wisctowns.com  
www.wisctowns.com

*You are cordially invited to attend...*

## Waukesha County Unit Meeting

**Date:** Wednesday, July 26, 2023  
**Time:** 6:30 pm  
**Place:** Eagle Town Hall  
820 E Main St (Hwy NN), Eagle, WI 53119

County unit meeting participation is encouraged for all town officials. The meetings empower you to network with other town officials, engage with legislators, learn from speakers, hear updates from WTA Directors, and improve your ability to serve your constituents. The Waukesha County Unit leaders look forward to your participation.

### Agenda

- Call to Order – Chairman Sharon Leair
- Welcome & Pledge of Allegiance – Chairman Chris Mommaerts
- Roll Call
- Approval of Minutes of April 26, 2023
- Reports/Comments from Legislators
- Critical new legislation affecting Towns – Attorney Joe Ruth, WTA Government Affairs Director/Legal Counsel
- Reports by WTA District 6 Directors Tom Winker and Sharon Leair
- Update on Town Advocacy Council (TAC) & Ambassador Program – Sharon Leair, TAC President
- Appointment of Town Representative to Waukesha County Radio Advisory Committee (RAC)
- Election of Unit Secretary/Treasurer
- Discussion of possible change in County Unit meeting times
- General Discussion/New Business
- Next County Unit Meeting – Wednesday, October 18, 2023, Town of Genesee
- Adjourn

Reminder: A lunch will be served beginning at 6:30 pm – meeting immediately following

An email reminder will be sent 3-5 business days prior to this meeting. We use the email address submitted annually by your town. If you are NOT receiving emails from WTA, please contact our office at 715-526-3157 with your email address.

*(Over)*



**Andrew Thelke**  
Director

**Lyndsay Johnson**  
Business Services Manager



**WAUKESHA COUNTY**  
DEPARTMENT OF ADMINISTRATION



June 19, 2023

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

RE: Property Tax Assessment and Billing Contract Enclosed

Dear Dan Green,

Enclosed are two signed copies of the 2024-2025 proposed tax billing contract for your review and execution. Please sign both copies, retain one for your records, and forward one copy to:

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

We would appreciate it if you could please return an executed copy of the contract by September 15, 2023. If you have any questions, I can be reached at [ljohnson@waukeshacounty.gov](mailto:ljohnson@waukeshacounty.gov) or 262-896-8222.

Thank you for your attention.

  
Lyndsay Johnson  
Business Services Manager



WAUKESHA COUNTY  
DATA PROCESSING SERVICES  
PROPERTY TAX ASSESSMENT AND BILLING

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Waukesha County, a municipal corporation, hereinafter referred to as the County, located at 515 W. Moreland Blvd., Waukesha, WI 53188 and Town of Delafield, hereinafter referred to as the Municipality, located at W302N1254 Maple Ave, Delafield, WI 53018. The authority for this agreement is that contained in the Wisconsin Statutes Section 66.0301, which permits intergovernmental cooperation for public purposes.

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

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

6. Posting of special assessments to be placed on the tax bill
7. Edits and lists of special assessments as entered
8. Tax rates to be used for tax billing entered on the computer
9. List of the tax rates used

B. The County will provide these services and/or electronic reports:

1. Calculating of tax bills, as well as calculation audit listing
2. Preliminary tax roll or one line roll report
3. Posted tax roll
4. Identify and coordinate a private vendor to print and process tax bills. Said vendor may also offer envelope supplies and printing, mailing and postage services. Any costs incurred for the printing of inserts, envelopes, postage and mailing or delivery of tax bills will be the sole responsibility of Municipality. The County is responsible for the printing of the tax bill. NOTE: Should Municipality choose to contract independently with an alternate vendor for tax bill printing, County will provide Municipality with a PDF file containing the calculated and formatted tax bills. Municipality and its vendor shall be responsible for ensuring that all forms and tax information provided by County shall be used only for authorized purposes.

C. The County will also provide other related services, for an additional charge beyond this contract amount, with the mutual consent of both the County and the Municipality.

3. The Municipal Clerk shall transmit to the County any special assessments, special charges, and delinquent utility charges for entry on the current tax roll by November 15 or the due date provided by Tax Listing during the annual planning meeting. The County will supply specific instructions for transmittal.
4. The Municipal Clerk shall approve all inserts to be included in the tax bill mailing with the tax bill printer by November 20 or the due date provided by Tax Listing during the annual planning meeting.
5. Municipal Clerks shall transmit to the County, upon adjournment of the local budget hearing and receipt of State Aid amounts, the information for setting tax rates. The County will provide the worksheets and instructions.
6. As soon as possible, the local Assessor shall bring the preliminary, open book and Board of Review Assessment values to the County, at each of these 3 stages of the Property Assessment Valuation process. Said assessment values are to be transmitted electronically.
7. If the municipality chooses not to use the Property Assessment Roll generated from the PTA Tax System as the 'Official Roll' for the Open Book/Board of Review procedures, the municipality agrees to accept responsibility for balancing the property specific data (acres, property class code, assessed valuations and taxing jurisdictions) at the tax key level. The numbers in the PTA Tax System will represent the tax base amounts used for the preparation and calculation of the individual tax bills.
8. The municipality will use the 2024 (and future years in the event this contract is extended) Property Assessment Roll generated by the County as the Official Roll present during the Board of Review.

9. The Municipality acknowledges that failure to comply with these limits and other reasonable time limits established by the County may result in delayed availability of the information to be provided by this agreement. In view of this fact, the Municipality will indemnify and hold harmless the County, its officers, employees and agents for any and all damages, expenses, and losses that may occur due to the County's inability to comply with the agreement due to the fault of the Municipality or the Municipality's officers, agents or employees.
10. The municipality agrees to abide by the terms and conditions of the Memorandum of Understanding and Policies for Municipalities Accessing the PTA (Tax) System dated October 5, 2011. As part of the acceptance of the above-referenced Memorandum of Understanding, the municipal agent(s) provided with an ID granting access to the County System is/are accepting responsibility for adherence to the Technology Use Policy incorporated by reference.
11. The term of this agreement shall be for two (2) years commencing January 1, 2024, and expiring on December 31, 2025 and therefore data processing services shall be provided for taxes of 2024 and 2025 due in the subsequent year. The Municipality will be invoiced twice a year in May and September. The terms will be net 30 days.
12. The following rates will be charged for these services:

<u>Per Parcel</u>	<u>2024 Rates</u>	<u>2025 Rates</u>
Taxes	\$1.84	\$1.91

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

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

i. County Contact Person

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

ii. Municipal Contact Person

Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
E-mail: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Waukesha County

By:   
\_\_\_\_\_  
Andrew Thelke  
Waukesha County Department of Administration  
Director of Administration

Town of Delafield

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



2215 Corporate Drive  
Waukesha, WI 53189

Phone: 262.650.7233  
Fax: 262.650.6644

toepfersecurity.com

July 17, 2023

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

Re: Delafield Town Hall – Exterior Camera Add

(1)	Exacq Technologies IP Camera License	@ \$ 225.00	\$ 225.00
(1)	AXIS P3719-PLVE 4-imager IP Dome Camera with mounting hardware	@ \$ 1,825.00	\$ 1,825.00
-	(1) Exterior East Parking Lot		
(1)	AXIS T94N01D Pendant Kit for P-series 4-imager camera	@ \$ 125.00	\$ 125.00
(1)	AXIS T91D61 Wall Mount for P32-series camera	@ \$ 125.00	\$ 125.00
(1)	AXIS T91A64 Corner Mount for P32-series camera	@ \$ 125.00	\$ 125.00
(Rqd)	Connectors and Hardware		\$ 295.00
	Labor and Programming		<u>\$ 1,560.00</u>
	<b>Project Total</b>		<b>\$ 4,280.00</b>

**Items/Services by Others (Not Included):**

- 1) **Cable and cable installation.**
- 2) **PoE network connection.**
- 3) **Use of scissors/aerial lift.**
- 4) **Permit(s), where required.**

Delivery is currently 4-6 weeks from acceptance, pending camera availability.

Thank you, Dan.

Toepfer Security Corporation  
Dennis Revolinski