



**A PERFECT ENVIRONMENT**

**Residential      Recreational      Responsible**

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

**TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING  
TUESDAY, SEPTEMBER 12, 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. August 15, 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. LCFR Budget Update
8. Unfinished Business: None
9. New Business
  - a. Discussion and possible action on a Liquor License Agreement with the City of Delafield for Delafield Brunch, LLC.
  - b. Discussion and possible action on the 2024 Lake Country Fire and Rescue Operating Budget.
  - c. Discussion and possible action on the approval of a scope letter from Rotroff & Jeanson, SC, for the 2023 audit.
10. Announcements and Planning items
  - a. Budget Workshop immediately preceding Town Board – Tuesday, September 26, 2023 @ 5:30 PM
  - b. Plan Commission – Tuesday, October 3, 2023 @ 6:30 PM
  - c. Budget Workshop immediately preceding Town Board – Tuesday, October 10, 2023 @ 5:30 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

W302N1254 Maple Avenue ◆ Delafield, Wisconsin 53018-2117 ◆ Phone: 262-646-2398 ◆ Fax: 262-646-8687  
[www.townofdelafield.org](http://www.townofdelafield.org)

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  
AUGUST 15, 2023 @ 6:30 PM**

**Video Link:** <https://www.youtube.com/watch?v=t-loym0vOH0>

**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 Woelfle, Supervisor Michels, and Chairperson Kranick. Also present was Administrator Dan Green.

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

**Fifth order of business:**

- a. Approval of the July 25, 2023, Town Board Minutes

*Motion by Supervisor Mahoney Ogden to approve the July 25, 2023, minutes, with the addition of “dusk to dawn” discussion and “habitual offenders” comments about residential lighting, and attracting quality candidates in the discussion about zoom meetings. Seconded by Supervisor Woelfle. Motion passed 5-0.*

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

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

*Motion by Supervisor Michels to payment of checks #66928-#66952 in the amount of \$146,508.92, and payrolls dated August 4, 2023, in the amount of \$16,989.02 and payrolls dated August 18, 2023, in the amount of \$17,679.16. Seconded by Supervisor Woelfle. Motion passed 5-0.*

**Seventh order of Business:** Communications

- a. Town’s Association Annual Convention and Fall Workshops  
Chairman Kranick explained the annual conference is October 22<sup>nd</sup> to October 24<sup>th</sup>. There are other workshops available through the Town’s Association as well.
- b. Town Communications Update  
Chairman Kranick explained he met with the website vendor and there are upgrades coming in 6 to 7 months to our website.

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

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

- a. Russell and Lora Wankowski, W293 N3112 Poplar Drive, Re: Consideration and possible action on the approval of a Certified Survey Map to reconfigure multiple existing lots located at W293 N3112 Poplar Drive into two lots. Tax Key Nos. DELT0764-022 and 0764-040.

Administrator Green explained the engineer’s report has two additional comments to be added to the CSM. The first was a stormwater easement. The second was regarding the private drive, that any damage to the road be paid for by the new lot owners. The property owner objected to this as it is a private road which is handled by the private property owners. This CSM passed the Plan Commission unanimously. The approval would be subject to Waukesha County and Village of Hartland comments.

Supervisor Woelfle asked if the owner was opposed to repairing the road if there is damage to the road. Mr. Wankowski stated he paid for most of the cost of paving the private drive himself.

*Motion by Supervisor Michels to approve the certified survey map for the property located at W293N3112 Poplar Drive subject to the transfer of Outlot 9, and subject to Waukesha County and Village of Hartland comments, and the engineer's comments on the waterflow and drainage easement. Seconded by Supervisor Woelfle. Motion passed 5-0.*

- b. US Cellular, by Gara Fluitt, Faulk and Foster, Re: Consideration and possible action on a request to install six new "short panel" antennas and one GPS antenna on the communication tower located at N44 W29190 Oxford Drive, Tax Key No. 0728-998-001

*Motion by Supervisor Woelfle to approve the request from US Cellular to install six new "short panel" antennas and one GPS antenna on the communication tower located at N44W29190 Oxford Drive, Tax Key No. 0728-998-001. Seconded by Supervisor Mahoney-Ogden. Motion passed 5-0.*

- c. Discussion and possible action on the adoption Resolution 23-665, a resolution accepting the roads in the White Oak Conservancy.

*Motion by Supervisor Michels to adopt Resolution 23-665, a resolution accepting the roads in the White Oak Conservancy. Seconded by Supervisor Woelfle. Motion passed 5-0.*

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

- a. Plan Commission – Tuesday, September 5, 2023 @ 6:30 PM
- b. Town Board – Tuesday, September 12, 2023 @ 6:30 PM
- c. Budget Workshop immediately preceding Town Board – Tuesday, September 26, 2023 @ 5:30 PM

**Eleventh order of Business:** Adjournment:

*Motion by Supervisor Woelfle to adjourn the Tuesday, August 15, 2023, Town Board meeting at 6:46 PM. Seconded by Supervisor Miller. Motion passed 5-0.*

Respectfully submitted:

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



### Agreement to License Purchase Price

The owner of Delafield Brunch LLC, (doing business as Brunch Delafield in the City of Delafield), agrees to pay the stated \$30,000 purchase price to obtain a Reserve Class B Liquor License from the Town of Delafield in addition to reasonable license fees due to the City of Delafield.

Bill Friemoth

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Owner Name

*Bill Friemoth*

dotloop verified  
08/15/23 1:29 PM CDT  
SVYQ-PTYQ-P65I-ZMCR

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Owner Signature

8/15/2023

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Date



**Business Plan - Proposed Site - "The Grain" East  
Building - 705 Genesee St - Delafield, WI**

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RECEIVED  
AUG 02 2023  
City of Delafield

RECEIVED  
AUG 12 2023

**Estimated Timeline:**

Construction to begin upon delivery of the building, which is anticipated to be towards end of 2023, with Soft Opening & Grand Opening to be scheduled approximately May 2024.

**Executive Summary:**

Thank you so much for taking the time to learn about our business plan. The business we are opening is called Brunch. Brunch is a modern breakfast & lunch restaurant specializing in fun twists on classic breakfast & lunch favorites. The company was founded in 2016 by a sole owner, Morgan Schnabl. Schnabl built the business with 3 questions in mind. Does it serve the clients who will come here? Does it serve the owner (me) to run this company & give my family a great quality of life? And does it serve those who will be employed here & provide an exceptional experience working for this company? Those 3 answers were yes. Brunch was founded on a servant leadership style, with a culture of generosity and fun. Our company has these values to this day and was structured in a way to offer opportunity for future owner/operators to open a Brunch for themselves. Morgan knew from the beginning that the intent was to grow the company, and every decision made was from this intent. The good news was that many who walked in the door already thought it was a multi-location operation! Brunch opened its second location in 2018 with the intent to open similar to how one of the future operators would open, and documented the process. Morgan ended up building out a 3<sup>rd</sup> location in 2019 unexpectedly, which only sharpened her saw on what the buildout & opening process looked like from start to finish.

The scope of this particular project is to open Brunch's fourth location in downtown Delafield. Delafield is a gorgeous town which invites people of all ages to enjoy a day of shopping, boating, and more. The community is full of people who know there is a need in Delafield for upscale breakfast, and this type of concept does not exist yet in the city. Brunch intends to be a staple in Downtown Delafield, providing breakfast/brunch all day from 7AM - 3PM in a bright, upbeat, and positive setting. The owners & operators (Bill and Stephanie Friemoth) are local to Delafield and live approx 4 minutes from the proposed site, off Hwy C on Government Hill Road. This is an opportunity for us to grow and an opportunity for Delafield to serve its population with an upscale, fun, enjoyable breakfast & brunch experience for years to come. We look forward to serving you!

**Company Information:**

Brunch historically has done very well since inception. It began as conversation, when Morgan and a friend were discussing a restaurant space that had recently closed. She was asked if she wanted to take it over & assume the lease, as it was always something she was interested in doing. Morgan, an entrepreneur at heart, took the opportunity & the space, without any idea of what to put in it. She spent days in the space, ripping curtains, cleaning, organizing, and trying to figure out what to put into the location. After much travel, she realized that a great breakfast spot did not exist. And if she was going to do breakfast, it was going to be fun, popular, modern, and scalable. This is where Brunch began. She hired a painter to paint the walls bright yellow. She studied, did research, and brainstormed names. "Brunch" was not a popular choice in her circle, many felt it was too boring. But she went with it, and founded the restaurant, opening its doors in June 2016. It was packed on its opening day, and was ever since. In fact, the original location was paid off within 6 months of opening, and she did not have to put a dime of personal money into the company since (except 2019, we will get to that soon). Having a real estate investment background, Morgan initially began the company with a goal of 20% net profit, or she



would not have done it. The company is run very lean, with technology implemented to watch items such as food and labor cost, down to the hour. Morgan actually had never worked in a restaurant, which proved to be very beneficial. She knew how to read a financial statement & how to make a company profit, but had to hire key roles for almost everything, because she herself did not know how to do it. This kept her in Entrepreneur mode VS Technician mode, which to this day attributes to much of Brunch's success.

A company is only as good as its tools. Brunch invested heavily in such tools from the beginning, knowing that awareness and knowledge of these figures would be extremely important. Brunch was able to maximize and was on track to do its best month ever in May 2019 (over \$100k in sales), when a flood forced the company to close its doors & find a new location to go to. Brunch Brookfield was newly open, but was able to help keep Milwaukee afloat (no pun intended) until September 2019 when Brunch Milwaukee was able to re-open in a new building on Milwaukee Street. This new building brought a lot of opportunity, allowing Morgan to purchase their own space and build out Brunch for a 3<sup>rd</sup> time. What would have wiped many businesses out, only made the team stronger and more efficient. Morgan was able to keep the entire staff fully paid throughout the 4 months of closure, keeping them busy by working on their new location buildout, and even building things at her home just to give everyone something to do.

March 2020 came, and the team began working together to shift the company's ordering process in order to accommodate To-Go orders, due to covid. They designed Easter To Go Meals and were on the news promoting their Brunch To Go Family Sized Meals. They pivoted, they shifted, and learned a lot. Many of the implementations due to this time are still in place today. The company went cashless during this time. Brunch implemented "Order & Pay" to allow customers to pay via QR Codes on their phones. Toast Waitlist came into play. Curbside to Go became popular & Brunch perfects its To Go system. Doordash became a part of our daily routine. Much changed, but all for the better.

This tenacity and strength has made Brunch and its staff strong, hearty, and up for anything. The team grew stronger and closer during these times, and look back on them now fondly. Why is this important? It says who Brunch is, who its founder is, and why we are here. Brunch's team always does the right thing, even when no one is looking. Our team is strong and looks out for one another. This is the team who will be assisting in opening our newest location.

#### **Accolades:**

Brunch has been named Best & Brightest Places to work 2017, 2018, 2019, 2020, and 2021. Brunch was also awarded a Future 50 Award 2 years in a row (2022 results are not out yet) through the Milwaukee Metropolitan Chamber of Commerce. Brunch has also been named "Top 10 Hot Franchises to Own in the US in 2023" which will be featured in Entrepreneur Magazine in December 2022.



## Company Mission:

*See our company overview, written by our team in 2018.*



## Brand Profile

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### What We Do

Located downtown Milwaukee and in Brookfield, Wisconsin, we're expanding to a third location with a crew of imaginative, committed individuals who care about serving people the best, most important meal of the day: **brunch.**

Those who start their day with us are treated to creative, delicious entrées and beverages, an easy-going, fun-natured staff, and a feel-good environment that somehow shuffles all the world's worries aside. Sure, like anyone in the industry we get some criticisms, but that feedback pushes us to work harder – to invest more in the people we serve and their overall experience.

Most importantly, we love what we do. We value our customers, our employees, and our vendors. We value great taste and quality service. We value a light sense of humor. And, our customers certainly take note. People think they're coming for the food, but they stay – and they return – for so much more.

### Who We Are

#### Sunny Side Up

People come to Brunch in all sorts of moods, but always leave with a cheerier demeanor. Why? Amongst our team, there is a genuine respect and love for each other that carries over into our service and clever brunch fare. We also set a unique stage, an environment full of vibrancy, warmth, and cheeky conversation. Most importantly, we keep it simple, from the color scheme to recipes to the attitude – everything feels light.

- Fun
- Friendly
- Caffeinated

- Easy
- Casual

#### A Social Gathering

We have an opportunity to help people of all stripes start their day feeling connected to one another – feeling right where they belong. To laugh. To be part of our happy, quirky, laid back family. Almost like the TV series Cheers, we want people to come to the place where “everybody knows your name.” We strive to be the place to go for anyone and everyone.

- Inclusive
- Communal
- Connected
- Socially Aware
- Camaraderie

#### Forward-Thinking

At our very core, we want to provide opportunities for self-success and advancement in a learning environment that offers the best possible benefits for our staff. They are the heart of Brunch – our dishwashers, our servers, our cooks – and, they must believe it, too, as they voted us one of the best and brightest places to work in Milwaukee. In short, we want to be known as a great place to work, and we want the kindest, oldest souls to be bold, innovative contributors on our team. To grow and lead with us.

- Uplifting
- Ambitious
- Dedicated
- Leaders
- Family

#### **Brunch is Known for Being...**

- Playful, but focused
- Students, but also educators
- Individuals, but a squad
- Non-traditional, but consistent

#### **Voice & Tone**

In addition to the personality traits listed above, the voice of **Brunch** has an irresistible cleverness and likability. The tone is positive. The stride is proud. Like the comedy king of all kings, Ron Swanson, we take breakfast very seriously, and we want our guests to, as well.

#### **Brand Personality Traits**

Every time we communicate on behalf of **Brunch**, we imagine ourselves as a place to be silly and banter with the best of ‘em – a place to enjoy a traditional breakfast with a twist and a bit of bubbly on the side – a place where time sort of stops. Family-friendly, we are somewhat of a playhouse for adults. On the surface, we serve brunch; yet, get to know us, and you’ll discover there is nothing basic about us.

To help communicate the character of **Brunch**, we will follow these guidelines:

- **Offer suggestions** – we’re here to share knowledge and help people understand our industry.
- **Use a positive, conversational tone** – imagine interacting with a trusted friend who we want to encourage and empower; this is not a lecture!

- **Show empathy** – customers and prospects need to know that we have their best interests in mind. We understand where they're coming from.
- **Pose thoughtful questions** – even if they aren't meant to be answered, they engage the audience.
- **Communicate with respect** – everyone deserves it

### Staff Quotes

"When you walk into brunch you are invited in – physically and esthetically. It's cheery. It's light and fun. Start your day off at brunch."

"We serve breakfast and have fun with it."

"We want to move forward and get going. It's like a road trip. We will see where we end up. We want to strive to be the best we can. Make some friends. Have people pop in the car us and take the trip with us."

"We push each other to get through the day, no matter how slow it is we are always pushing; we are a family. I love seeing every single server there."

"It's better. Faster. Friendlier. More care. The staff will get great reviews about chatting with customers. When I see a good review it's about all of the above."

"We're the in place to go, especially with the service industry crowd."

"Employment wise, anyone with any skill can do something at brunch. We've had expo people move to servers. I want people to be where they want to be. We give people opportunities."

"Brunch is like a laid-back Saturday morning, filled with cartoons and breakfast. It's as if you've never left your house."

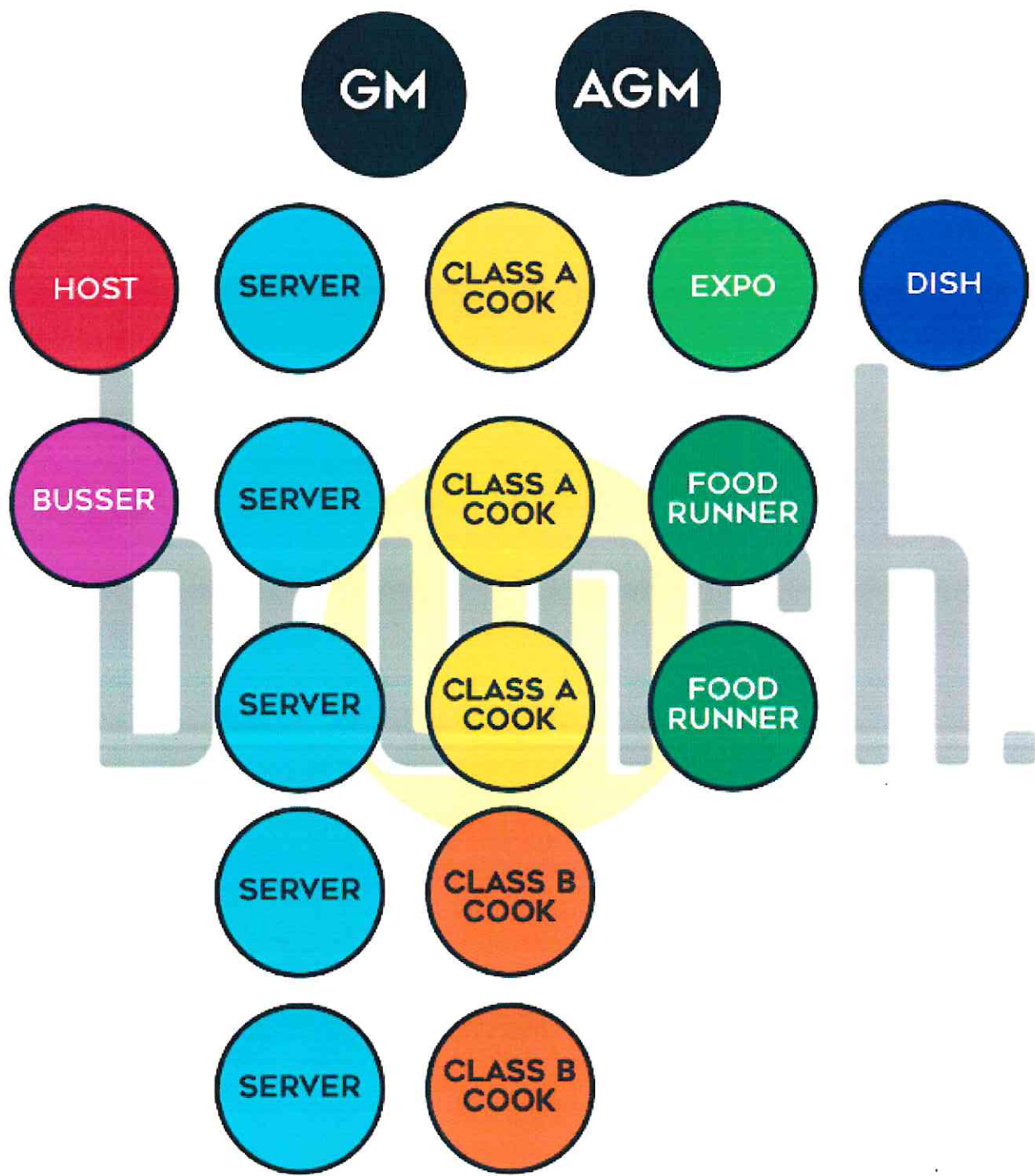
### Organizational Chart:

In Year 1, the Owner Operator of the Brunch Franchise is required to be the General Manager. It is up to the Operator if after Year 1 they choose to have a General Manager or not, but we have found that the success of the location is very dependent on the owner/operator being present and a part of its original opening, system creation, hiring, and team building. The location operates with a Host, who oversees the dining area; we use a system called Toast Waitlist which allows clients to enter their phone #, be put on a wait list (even directly from our website [www.brunchitup.com](http://www.brunchitup.com)), and receive a text when ready. The host oversees this process. The customer is then sat and within 2 minutes, greeted by a Server. Our servers have a script and training process to go over our menu, monthly specials such as Pancake of the Month, and takes the customer's order and ensures they have a top notch experience. The order is put through an electronic Toast Go Handheld, which then goes into a Kitchen Screen (KDS) for the Cooks to see. We typically have our Class A cooks working on weekends, which is historically busier. A Class A cook is a cook with 3-5 years of breakfast volume cooking experience, and who knows all 3 of our cooking stations (Pantry, Middle/Grill, and Saute). We also have an expo station and any Class A cook should be able to hop over and Expo at any time. The Expo role finishes the dishes & ensures that the cooks are staying on track; think of them like a music conductor, telling everyone what to do and when, and keeping everyone on the same track by slowing them down or speeding them up. A Food runner takes the food from Expo area and out into the dining room. Each electronic ticket on the screen states how long the ticket has been in (we track ticket times daily), and what table # it goes to based on our seating chart.

Dishwasher receives dirty dishes, brought back by a Busser, who clears the tables & ensures that they are "turned" over within a timely manner, communicating with the Host to know the table can be re-sat.

The General Manager / Owner Operator oversees all of this, creates the daily schedule based on projections, does all daily / weekly/ monthly reporting, tracks labor and food cost, does all food/supplies ordering, hiring, firing, reviews, etc. We manage all of this within the top of the line restaurant software called Toast, which is a scheduling, HR, Payroll, Waitlist, Point of Sale software all in one.





Cost-Wise, the staff in the restaurant varies from day to day, based on projected sales. Brunch has daily Labor Cost & Sales Goals, to help managers know who to schedule and when. Brunch is able to see the total cost per hour, day, week, and year of the staff in the restaurant. Below is an example of a Labor Cost breakdown for a Sunday, our most staffed day.

This day consisted of:

- 1 General Manager (not included in labor cost)
- 1 Bartender - average pay of \$10/hour
- 2 Class B Cooks (cook) - Pay ranges from \$10-14/hour
- 1 Host - Pay of \$10-12 per hour
- 1 Lead Cook (class A Cook) - Pay of \$16-18/hour
- 1 Lead Server - \$5-7/hour
- 1 Food Runner - \$10-12/hour
- 4 Servers - \$2.33-\$4/hour
- 1 Server Assistant - \$5-7/hour

As you can see, the labor cost on this day was 13.45%, very close to Brunch's 12% Labor Cost Goals on Sundays.

**Restaurant Summary**

Job Title	Regular Hours	Overtime Hours	Regular Pay	Overtime Pay	Total Pay
Bartender	7.93	0.00	\$79.34	\$0.00	\$79.34
Cook	22.10	0.00	\$373.42	\$0.00	\$373.42
Host	6.73	0.00	\$67.28	\$0.00	\$67.28
Lead Cook	7.58	0.00	\$147.80	\$0.00	\$147.80
Lead Server	8.08	0.00	\$40.38	\$0.00	\$40.38
Runner	6.29	0.00	\$40.86	\$0.00	\$40.86
Server	28.78	0.00	\$78.00	\$0.00	\$78.00
Server Assistant	7.18	0.00	\$35.92	\$0.00	\$35.92
	94.67	0.00	\$863.00	\$0.00	\$863.00

Sales	Orders	Guests	Tips	Gratuity	Declared Tips	Total Pay / Sales	Total Sales / Employee Hour
\$6,417.75	124	241	\$1,219.85	\$0.00	\$0.00	13.45%	\$67.79/hr

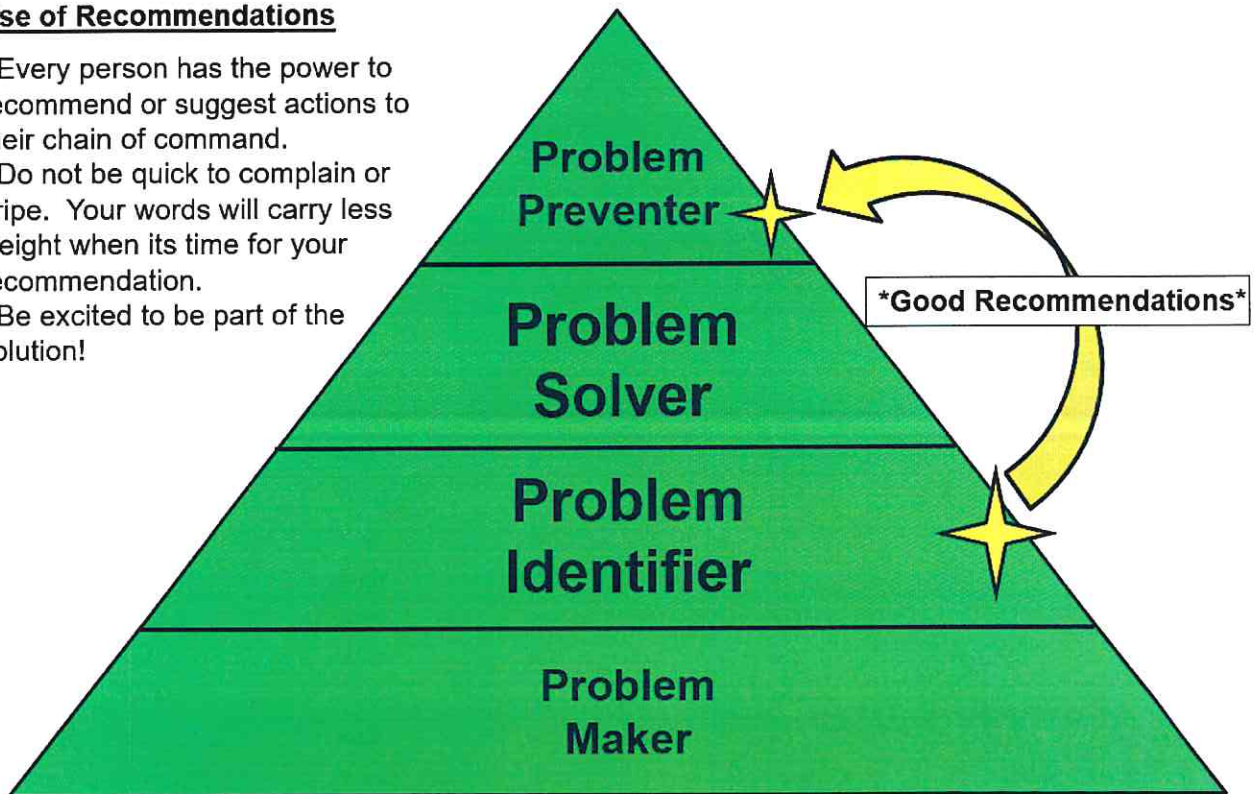
**Values:**

Brunch uses different tools such a curriculum of books on Leadership and Hospitality (current book is Extreme Ownership) that the team reads together. A few examples of our leadership style and overview are below. These tools help us pour into the leaders into our company so they can lead those around them more efficiently and with empathy and respect. We know none of us are perfect, but together, if we all work towards solving the same problem & finding solutions, we will succeed. No one can outwork us if we never stop trying.

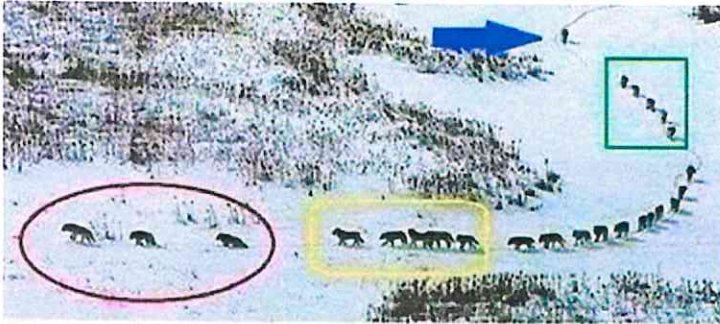
**Ferriter's Ladder**

**Use of Recommendations**

- Every person has the power to recommend or suggest actions to their chain of command.
- Do not be quick to complain or gripe. Your words will carry less weight when its time for your recommendation.
- Be excited to be part of the solution!







We can all learn an invaluable Leadership Lesson from this pack of wolves:

The 3 in front are old and sick. They walk in front to set the pace.

The next 5 are the strongest. They protect the front side from an attack.

The middle group is fully protected.

The 5 behind them are also among the strongest. They protect the back side.

The last wolf is the LEADER. He ensures no one is left behind. He keeps the pack tight and on the same path. He is ready to run in any direction to protect his pack.

Being a leader is not about being in front.

It's about taking care of your team.

**Our Mission:**

**To be a healthy and happy place to work**

**To provide opportunities in leadership, growth, with a culture of giving**

**To promote the Brunch mindset – one of abundance, growth, giving culture, accountability, respect, and hard work.**

**To give back to the community who supports us every day**

**To be all-inclusive of every type of person, background, and views**

**To provide a platform for EVERYONE to thrive and walk their path**

**To support the dreams and goals of every individual who works at Brunch**

brunch.

**Big Dreams** -we support your dreams and goals

**Respect** -respect others, respect yourself, respect the process

**Undertake** -agree to commit to new ideas

**Nurture** -help ideas and employees grow

**Culture** -we are servant leaders here to serve others

**Honesty** -own up to failures and success, take responsibility

**Inclusivity** -come one, come all, everyone is welcome

**Thrive** -Brunch is a platform for everyone to walk their path

**Unique** -inventive people, food and fun

**Possibility** -taking chances is a requirement, learn and grow



**Products and Services:**

Brunch serves upscale breakfast food with a modern twist. All of our dishes are created in a way to ensure efficiency and quality. It's a combination that takes a lot of work and research, but it is important in order to remain consistent in our product and ensure we can teach others to implement. Our products come from US Foods, our main food purveyor. We also work directly with many local liquor distributors for our alcohol. Our top selling dishes have historically been our Chicken & Waffles, Basic Brunch, BLT, Brunch Scramble, and Dad Bod (a breakfast plate with multiple meats, potatoes, eggs, and a pancake).

We house-infuse our own vodka, providing fun flavors for our guests in their bloody marys. We also offer bottomless mimosas all day, every day, which is an extremely popular hit in the restaurant. Take a look around on a busy Sunday, and 80% of the tables will have a mimosa in hand.

An example of our food menu is shown below:

## brunch it up

**Favorites**    -vegetarian    -gluten free    -mild

basic brunch   two eggs any style choice of breakfast meat (see ala carte) side of breakfast potatoes	11
the dad bod   two eggs any style two strips of bacon two sausage patties honey ham side of breakfast potatoes side pancake	15
corned beef hash   chunks of slow cooked corned beef hash browns sauteed chives   add two eggs \$2	14
harvest hash (seasonal)   hash browns mushrooms onions brussels sprouts seasonal veggies   add two eggs \$2	12
avocado toast   choice of toast with avocado spread poe de gallo queso fresco chives   add two eggs \$2	13
chorizo scramble   chorizo scrambled eggs onions jalapenos red pepper jalapeno jack cheese on top of crispy breakfast potatoes	13
brunch scramble   sausage links bacon scrambled eggs onions tomato cheddar cheese on top of crispy breakfast potatoes	13
quinoa power bowl   potatoes quinoa brown rice mushrooms red peppers turkey sausage guacamole two eggs sweet chili sauce	13
breakfast burrito   chorizo poe de gallo scrambled eggs pepper jack cheese side of waffle fries   add guacamole \$1	13
avocado egg bit   honey bacon avocado spread sunny up egg lettuce tomato sracha oak sourdough toast side of waffle fries	13
chicken & waffles   1/2 size breaded and marinated crispy chicken Belgian waffle whipped maple honey butter erracha oak spray add bacon \$2   vegetarian chicken \$2	14
brunch grilled cheese   sour dough american mozzarella and cheddar cheeses melted avocado tomato and sracha oak side of waffle fries   add bacon \$2	13
garbanzo veggie bowl (served cold)   chilled quinoa kale garbanzo beans fried beet strips vegetables chick peas spicy peanut sauce	14
brunch parfait   greek yogurt seasonal fruit topped with berry mousse in a waffle bowl	8
brunchkin   2 english muffin breakfast sandwiches with sausage patty or bacon sracha oak over hard egg american cheese	10
bacon burger   1/2 pound certified Angus beef patty cheddar cheese chery smoked bacon jalapeno bacon bacon oak brucha box side of waffle fries   add egg \$1	15
birria tacos   birra craggy corn tortillas chihuahua cheese chentra onions   served with salsa	13

## Starters

bacon flight   2 strips of bacon on one plate two honey curls two jalapeno bacon two cherry wood smoked bacon green chives	13
french toast stix   1/2 dozen french toast stix cinnamon maple caramel maple syrup dipping sauce	12
breakfast egg rolls   cheddar scrambled eggs cheddar cheese bacon maple chili dipping sauce	13
nachos   house fried tortilla chips cheese sauce chopped bacon chives jalapeno peppers chihuahua cheese served with sour cream and poe de gallo   add scrambled eggs \$2	13

## Ala Carte

two eggs any style	3	hash browns	5
two strip bacon (honey jalapeno cherry)	4	waffle fries	4
three sausage (links patties or turkey)	4	later tots	4
grilled ham	4	biscuit w/gravy	5
canadian bacon	4	toast (sourdough wheat rye)	2
breakfast potatoes	4	single specialty pancake	6.50
veggie sausage (3 patties)	6	single pancake or waffle	5

only 1/2 of the regular single pancake or waffle if pancake \$2

## Beverages

**Brunch Logo Mug \$12**

coffee   our signature "Brunch It Up" blend by Valentine Coffee	3.25
12oz bag   a bag of our signature "Brunch It Up" blend to take home	12
french press coffee   our signature blend french pressed just for you	5
milk   2% or chocolate take your pick	3
soda   cola diet cola sprite root beer lemonade	3.50
juice   orange cranberry pineapple grapefruit tomato apple	4
san pelligrino   500 ml bottle	4
iced tea   choice of unsweetened or raspberry	3.50
rishi tea   jade cloud earl grey ginger English breakfast chamomile peppermint	3.50

\* menu subject to change    \*\* pricing may vary based on menu and daily market    † add \$1.00 for eggs unless you order our "Dad Bod" item



For food costing, we use a system developed by Toast called XTRA Chef. All of our ingredients that we purchase go through this system, and are priced down to the oz/fl oz, in order for us to build recipes within the system. We know every ingredient's price, down to a shake of salt, which allows us to price accordingly. We have some food items which are lower food cost, such as a pancake which is closer to 8%, and higher items such as a scramble which could be 30%. This evens out to our goal which is a food cost of 25%.

Liquor accounts for approx. 10% of our sales, and we use the same XTRA Chef system to cost drinks. Drinks range in cost from 8-20% depending on the item. Here is an example of an XTRA Chef recipe, and its cost:

Here is our actual costing for our popular item, the Brunch Benedict:

\$13.00	82.69%	\$2.25	\$0.00	\$2.25
Menu Price	Gross Margin	Food Cost 17.31%	Labor Cost 0.00%	Prime Cost
Cost as of 10/20/20				

Beta							
Details	Ingredients	Dining Options	Delivery Fees	Labor	Tools	Allergens	Preparation & Procedures
<a href="#">Manage &gt;</a>							
Ingredient	Measurement	Yield	Usable Yield	Cost			
English Muffin <small>Product Group</small>	2 oz	100%	100%	\$0.33			
Canadian Bacon <small>Product Group</small>	2 each	100%	100%	\$0.67			
Shell Egg <small>Product Group</small>	2 each	100%	100%	\$0.79			
Hollandaise	1 oz	100%	100%	\$0.26			

This same system is also where we handle inventory every month. The general managers/chef do their counting on the 30<sup>th</sup> of each month, and we track inventory each month with our Bookkeeper. The managers also run a PNL every single week and report the figures, in order to keep us on track all month long. We firmly believe in consistency and awareness, as we cannot fix something if we do not catch it early.

Our managers also run End of Day numbers every single day, labor cost, kitchen ticket times, and more. We track these figures every day & have goals each day based on last year's sales, and report them to the rest of the leadership team every day. We call this our EOD email. Here is an example:

**Sales Goal: \$5600**  
**Net Sales Total: \$5747.28**  
**Net Sales Dining**  
    **Dine In: \$5282.58**  
    **Take Out: \$146.00**  
    **Doordash: \$318.70**  
**Total Tips: \$989.51**  
**Liquor Sales: \$37.00**  
**NA Beverage Sales: \$434.18**  
**Food Sales: \$5256.10**  
**Merchandise Sales: \$20.00**

**Labor Cost Goal: 12%**  
**Labor cost Actual: 15.67%**  
**Sales Per Guest: \$21.29**

**Marketing Plan:**

Brunch has always been on top of marketing trends & worked to stay relevant; in any industry this is extremely important. In the restaurant industry, it is crucial.

We realized what made our current locations successful, location-wise, so retained CBRE to be our in-house commercial real estate firm, helping us locate new locations & target markets based on our key demographics. Every location goes through a search in order to make sure it fits our criteria (household income, upscale grocery store nearby, certain amount of hotels nearby, etc). Here is an example of Cedarburg's report:

# CBRE

## DEMOGRAPHIC COMPREHENSIVE

W61N529 WASHINGTON AVE

PLACE OF WORK	1 MILE	3 MILES	5 MILES
2021 Businesses	462	1,005	1,710
2021 Employees	4,442	9,992	19,841

POPULATION	1 MILE	3 MILES	5 MILES
2021 Population - Current Year Estimate	8,823	27,512	47,861
2026 Population - Five Year Projection	8,895	28,076	48,982
2010 Population - Census	8,781	26,120	45,006
2000 Population - Census	8,529	24,653	41,476
2010-2021 Annual Population Growth Rate	0.04%	0.46%	0.55%
2021-2026 Annual Population Growth Rate	0.16%	0.41%	0.46%

AGE	1 MILE	3 MILES	5 MILES
<b>2021 Population</b>	<b>8,823</b>	<b>27,512</b>	<b>47,861</b>
Age 0-4	423 4.8%	1,262 4.6%	2,090 4.4%
Age 5-9	446 5.1%	1,429 5.2%	2,465 5.2%
Age 10-14	508 5.8%	1,655 6.0%	2,929 6.1%
Age 15-19	579 6.6%	1,881 6.8%	3,397 7.1%
Age 20-24	602 6.8%	1,726 6.3%	2,979 6.2%
Age 25-29	561 6.4%	1,580 5.7%	2,482 5.2%
Age 30-34	400 4.5%	1,372 5.0%	2,291 4.8%
Age 35-39	428 4.9%	1,427 5.2%	2,449 5.1%
Age 40-44	437 5.0%	1,465 5.3%	2,495 5.2%
Age 45-49	473 5.4%	1,618 5.9%	2,826 5.9%
Age 50-54	669 7.6%	1,944 7.1%	3,318 6.9%

We know that we have competition; currently, our National Competition would be the Denver based Snooze, and the Chicago based YolK. These are upscale Brunch restaurants with similar concepts, who have done a great job expanding.

Locally, the Lowlands Group Café Hollander and Café Centraal, both in the Milwaukee area, are competition, along with a similar concept, Toast. First Watch locally is nearby our locations, but does not serve alcohol. These competitors are similarly priced with similar concepts, but lack a full understand of who they are and what they do.

Marketing-wise, Brunch is extremely active on social media platforms such as Facebook, Instagram, and Tik Tok. We have a full-time marketing person who oversees our social media & marketing campaigns. We also have an in-house Guest Wifi which has successfully captured over 15,000 emails, and a Loyalty Program with over 2500 members. Brunch has a great following and very loyal customers who love our brand and our food, and we work hard to keep them coming & continually offer different specials and campaigns to keep the public interested. We change our menu twice per year in order to bring new concepts to the table (literally), while remaining relevant. Our new franchise locations will be highly marketed on our social media platforms, and we will be doing a Dynamic Direct mail campaign for our new locations, which is an online audience and geographical audience specifically targeted within a geographical range of the location; this ensures they see the ad we are promoting both online



and in their physical mailbox in the same week, greatly increasing the chances of getting them in the door. The ad contains a deliverable such as a “free meal” which will be honored and incentivizes the customer to try us out. We also continually follow “Tik Tok” trends, keeping us funny, relevant, and a brand people want to ask “what will they do next?”

Overall, Brunch is a growing, popular, fun brand who delivers what we promise. A great meal, in a great space, that one can enjoy with family and friends. We work hard to take care of our customers, our staff, and our franchisees. Together, we will grow this company to 100 locations in 10 years.

**Sales Figures:**

The average ticket per guest ranges at Brunch between \$16-\$24, depending on the day. Weekends tend to be higher as guests stay a bit longer, drink more alcohol, and usually are more apt to get an appetizer.

In our Sales Projections, we showcase an average check amount of \$16-19 on weekdays, and a low estimate of \$21 on weekends.

With 375 guests on a Sunday (Brunch’s busiest day of the week), 350 on Saturday (slightly less busy due to lack of Church & events on Sundays), 250 Fridays, and 120-140 each week-day, this showcases Brunch’s year 1 sales of approximately \$1,492,140

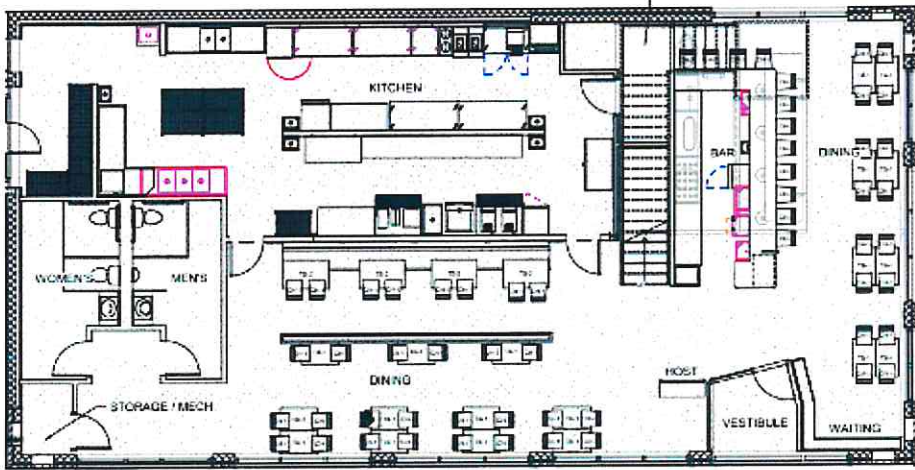
Historically, Tuesdays are Brunch’s slowest day of the week, with Fridays being the busiest “week” day and Monday 2nd busiest due to the “Service Industry” specials that have been popular and invite other service industry members to the restaurant to enjoy what is normally their “day off.”

Cover Counts and Check Average - Year 1							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>Food</b>							
Covers	375	140	120	140	120	250	350
Check Average	\$21.0	\$17.0	\$16.0	\$17.0	\$17.0	\$19.0	\$21.0
<b>Total</b>	<b>\$7,875</b>	<b>\$2,380</b>	<b>\$1,920</b>	<b>\$2,380</b>	<b>\$2,040</b>	<b>\$4,750</b>	<b>\$7,350</b>
<b>Average Daily Sales</b>		<b>\$4,099</b>					
<b>Total Weekly Sales</b>		<b>\$28,695</b>					
<b>Annual Sales</b>		<b>\$1,492,140</b>					



Site Plan:

Each of our locations are designed to fit the Brunch Concept within its walls. Our location in Delafield will be approximately 4900 square feet, with an approximate layout and concept per below.





**Actual Images of a recent Spring 2023 build below:**











Form  
AT-106

Original Alcohol Beverage  
License Application

FOR CLERKS ONLY	
Municipality	
License Period	

License(s) Requested

- Class "A" Beer ..... \$ \_\_\_\_\_     "Class A" Liquor ..... \$ \_\_\_\_\_  
 Class "B" Beer ..... \$ 100     "Class B" Liquor ..... \$ \_\_\_\_\_  
 "Class C" Wine ..... \$ \_\_\_\_\_     "Class A" Liquor (Cider Only) \$ \_\_\_\_\_  
 Reserve "Class B" Liquor \$ 500     "Class B" (Wine Only) Winery \$ \_\_\_\_\_

License Fees	\$ 600
Publication Fee	\$ 20
Background Check	\$ 20
<b>Total Fees</b>	<b>\$ 640</b>

Part A: Premises/Business Information		
1. Legal Business Name (registered entity name or individual's name if sole proprietorship) Delafield Brunch LLC		
2. Trade Name or DBA		
3. Premises Address 705 Genesee Street, Delafield 53018 (lower level of 'The Grain')		
4. County Waukesha	5. Municipality Delafield	6. Aldermanic District
7. Mailing Address (if different from premises address) [REDACTED]		
8. FEIN 93-2633875	9. Wisconsin Seller's Permit Number	
10. Premises Phone (262) 470-5189	11. Premises Email [REDACTED]	
12. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization		
13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. Alcohol beverages may be sold and stored ONLY on the premises described in this application. Attach additional sheets if necessary. 'Brunch' will be franchised restaurant location from local 'Brunch it up' brand originally started in Brookfield & Milwaukee. Brunch will be open 7am-3pm seven days a week, serving a variety of delicious brunch items along with a variety of alcohol ranging from wine, beer and spirits to specialty beer and drink flights. Alcohol will be stored and served only on premise. There will be alcohol storage on site as well as a bar area inside the restaurant. Alcohol records will be held within a secure electronic application thru Toast Inc.		

Part B: Questions	
1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate. ....	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? . . . . If yes, please explain using the space below. Attach additional sheets if necessary.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

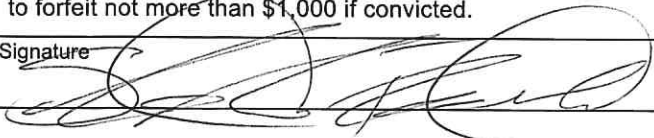
RECEIVED  
AUG 02 2023

Part E: Criminal History	
1. Have you ever been convicted of any offenses (other than traffic offenses unrelated to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.	
Law/Ordinance Violated	Trial Date
Penalty Imposed	Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Trial Date
Penalty Imposed	Was sentence completed? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are charges for any offenses currently pending against you (other than traffic offenses unrelated to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.	

Part F: Questions	
1. Have you lived in any state other than Wisconsin as an adult? If yes, please list them in the space below. If no, continue to question 2. . . . . <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>St. Louis, MO 08/2009 - 04/2010</i>	
2. How long have you continuously lived in Wisconsin prior to the date of application?	Years <i>13</i> Months <i>4</i>
3. Do you hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g. brewer, brewpub, winery, distillery)? If yes, please explain using the space below. Attach additional sheets as needed. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

RECEIVED

AUG 11 2023

Part G: Attestation	
<b>READ CAREFULLY BEFORE SIGNING:</b> I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.	
Signature 	Date <i>8/2/2023</i>



Date 8/2/2023

Form AT-103

### Alcohol Beverage License Application Supplemental Questionnaire

This form must be submitted to the municipal clerk, and be accompanied by one or more of the following forms: AT-104, AT-106, AT-108, AT-115, or AT-200. One Form AT-103 must be completed by each person involved in the applicant business or parent company including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- managing members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Supplemental Questionnaires are submitted.

#### Part A: Premises/Business Information

1. Registered Entity Name (or individual name if sole proprietor) Brunch Delafield LLC	
2. Trade Name or DBA	
3. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	

#### Part B: Individual Information

1. Name (Last, First, M.I.) Friemoth, William G.			
2. Relationship to Registered Entity (Title) Owner		3. Email [REDACTED]	4. Phone [REDACTED]
5. Home Address [REDACTED]			
6. City Delafield	7. State WI	8. Zip Code 53018	9. Date of Birth [REDACTED]
10. Drivers License/State ID Number [REDACTED]		11. Drivers License/State ID State of Issuance [REDACTED]	

#### Part C: Address History

List in chronological order your last two residence addresses within the last 5 years.

Previous Address 1 NA	
Previous City, State, Zip	Dates (MM/YYYY - MM/YYYY)
Previous Address 2 NA	
Previous City, State, Zip	Dates (MM/YYYY - MM/YYYY)

#### Part D: Employment History

List in chronological order your last two employers within the last 5 years.

RECEIVED

Date

Form AT-103

# Alcohol Beverage License Application Supplemental Questionnaire

This form must be submitted to the municipal clerk, and be accompanied by one or more of the following forms: AT-104, AT-106, AT-108, AT-115, or AT-200. One Form AT-103 must be completed by each person involved in the applicant business or parent company including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- managing members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Supplemental Questionnaires are submitted.

**Part A: Premises/Business Information**

1. Registered Entity Name (or individual name if sole proprietor)  
Brunch Delatfield LLC

2. Trade Name or DBA

3. Entity Type (check one)  
 Sole Proprietor   
 Partnership   
 Limited Liability Company   
 Corporation   
 Nonprofit Organization

**Part B: Individual Information**

1. Name (Last, First, M.I.)  
Friemuth, Stephanie A.

2. Relationship to Registered Entity (Title)  
Owner

4. Phone

6. City  
Delatfield

7. State  
WI

8. Zip Code  
53018

**Part C: Address History**

List in chronological order your last two residence addresses within the last 5 years.

Previous Address 1  
Above ↑

Previous City, State, Zip      Dates (MM/YYYY - MM/YYYY)

Previous Address 2

Previous City, State, Zip      Dates (MM/YYYY - MM/YYYY)

**Part D: Employment History**

List in chronological order your last two employers within the last 5 years.

# Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of:  Town  Village  City of Delafield County of Waukesha

The undersigned duly authorized officer/member/manager of Brunch Delafield  
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Brunch  
(Trade Name)

located at 'The Grain' 705 Genessee Street

appoints Bill Friemuth

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes  No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course?  Yes  No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 38 yrs 11mo.

Place of residence last year Delafield, WI

For: Brunch Delafield  
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]  
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

## ACCEPTANCE BY AGENT

I, Bill Friemuth, hereby accept this appointment as agent for the  
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 8/12/22

## APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on \_\_\_\_\_ by \_\_\_\_\_ Title \_\_\_\_\_  
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)



# Certificate

## RESPONSIBLE BEVERAGE SERVER

awarded to

**William Friemoth**

*This certificate represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.*

**08/02/2023**

[www.Wisconsin-Bartending.com](http://www.Wisconsin-Bartending.com)

*Training Provider*

*Training Date*



## A PERFECT ENVIRONMENT

Residential      Recreational      Responsible

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

### LIQUOR LICENSE TRANSFER AGREEMENT

**THIS TRANSFER AGREEMENT** ("Agreement"), is made and entered into by and between the City of Delafield, a municipal corporation ("City") and the Town of Delafield, a municipal corporation ("Town") as of the date this Agreement is fully executed.

**WHEREAS**, the City and Town are both municipal corporations entitled to issue a predetermined number of allocated "Class B" regular combination licenses and "Class B" reserve combination licenses pursuant to the quota system established by Wis. Stat. 125.51(4); and

**WHEREAS**, the City has met its quota of allocated "Class B" regular combination licenses and "Class B" reserve combination licenses, and as a result, has no further "Class B" combination licenses available to applicants who petition them; and

**WHEREAS**, the Town has not yet met its quota of allocated "Class B" regular combination licenses and "Class B" reserve combination licenses; and

**WHEREAS**, pursuant to Wis. Stat. 125.51(4)(br)1.g. the quota limit for reserve "Class B" Licenses issued by a municipality is increased by the number of licenses transferred to it under Wis. Stat. 125(4)(e); and

**WHEREAS**, pursuant to Wis. Stat. 125.51(4)(e), a municipality may transfer its allocated "Class B" reserve combination licenses to another municipality under certain conditions, provided that certain distance and pricing restrictions are met; and

**WHEREAS**, the City is contiguous to the Town; and therefore meets a requirement of Wis. Stat. 125.51(4)(e)(1); and

**WHEREAS**, the City staff, upon the request and petition by the owners of "Brunch Delafield" have requested one (1) "Class B" reserve combination license from the Town for use in their regular business operations; and

**WHEREAS**, The Town wishes to transfer one (1) allocated "Class B" reserve combination license to the City to be issued by the City to Delafield Brunch, LLC d/b/a Brunch Delafield located at 705 Genesee Street in the City of Delafield;

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. License. The Town agrees to transfer to the City on the terms hereinafter stated, one (1) "Class B" reserve combination license, (hereinafter referred to as "License"). The City further acknowledges and agrees that the License will be in excess of its allotted quota as set by Wisconsin Statutes and that all requirements of state law shall apply to issuance of the License.
2. Compensation. The total transfer fee to be paid by the City to the Town for the License is the amount of Thirty Thousand Dollars (\$30,000.00) ("Transfer Fee"). The Transfer Fee shall be paid in a form acceptable to the Town and shall be paid immediately upon the issuance of License by the City.



3. **No Waiver.** The failure of either party to enforce, at any time, the provisions of this Agreement shall not constitute a waiver of such provisions in any way, or of the right of the parties to demand strict compliance with the terms of this Agreement. Waiver of any specific provision or requirement of this Agreement shall be in writing signed by both parties. The waiver of any specific provision or requirement of this Agreement shall not constitute a waiver of any other provision or requirement.
4. **Indemnification.** The City shall indemnify and hold harmless the Town from all liability from claims for damages arising out of the issuance of the Licenses, provided, however, this hold harmless and indemnification clause is subject to the immunities, provisions, and limitations of state law.
5. **Severability of Provisions.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and to the extent possible without affecting the intent of the parties, this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.
6. **Entire Agreement.** This document contains the entire agreement between the Town and the City with respect to the License and it shall inure to the benefit of and shall bind the parties hereto, their respective heirs, executors, successors, or assigns.
7. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.
8. **Modifications.** This Agreement may be amended or modified only by written instrument duly executed by both of the parties hereto.
9. **Notices.** Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as set forth below:  
  

**To Town:** Town of Delafield W302N1254 Maple Avenue Delafield, Wisconsin, 53018  
**To City:** City of Delafield 501 Genesee Street, Delafield, WI 53018
10. **Notice shall be deemed delivered** (a) in the case of personal delivery, on the date when personally delivered; or (b) in the case of certified or registered mail, on the date when deposited in the United States mail with sufficient postage to affect such delivery. Either party may change the address to which notice must be given by delivery of written notice to the other party in accordance with this Section.
11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
12. **Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the dates set forth below.

**TOWN OF DELAFIELD**

**CITY OF DELAFIELD**

\_\_\_\_\_  
Edward Kranick, Chairman

\_\_\_\_\_  
Kent Attwell, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Daniel Green, Administrator

\_\_\_\_\_  
Tom Haffner, Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





ROTROFF  
JEANSON, sc

Certified Public Accountants & Consultants

September 5, 2023

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

Dear Board Members,

We are pleased to confirm our understanding of the services we are to provide to the Town of Delafield, Wisconsin for the year ended December 31, 2023.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, the aggregate remaining fund information and the budgetary comparison schedule for the general fund and all major special revenue funds, and the disclosures, which collectively comprise the basic financial statements of the Town of Delafield as of and for the year ended December 31, 2023.

Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Delafield's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

As part of our engagement, we will apply certain limited procedures to the Town of Delafield's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. If the Town of Delafield's basic financial statements do not include MD&A or other RSI, we will include an explanatory paragraph in our report describing this omission.

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Delafield's financial statements, such as combining and individual fund financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the preceding paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers. Our audit of the financial statements does not relieve you of your responsibilities.

### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning: (1) management override of controls, (2) revenue recognition, (3) lack of segregation of duties and (4) internal control over financial reporting.

### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Delafield's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

### **Other Services**

We will also propose year-end adjusting journal entries and prepare the financial statements of the Town of Delafield in conformity with accounting principles generally accepted in the United States of America based on information provided by you. We will assist with the preparation of various regulatory reports, including year-end payroll reports and the Wisconsin Financial Report Form CT as well as providing tax roll, budgetary and accounting assistance and maintenance of capital asset and depreciation schedules.

We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

### **Engagement Administration, Fees, and Other**

Howard Jeanson is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our fee for these services will be \$20,500. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. Unexpected circumstances, including additional work due to the change in accounting personnel and which is deemed to be accounting assistance, will be billed separately.

In addition to the above auditing services, we will be able to prepare Financial Report Form CT for Wisconsin Municipalities. Our fee for this service will be based on the actual time spent at our standard hourly rates. Based on our preliminary estimates, the fee should approximate \$2,125.

### **Reporting**

We will issue a written report upon completion of our audit of Town of Delafield's financial statements. Our report will be addressed to Town Board of the Town of Delafield. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement.



If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the Town of Delafield and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us

Very truly yours,



**Retroff Jeanson, S.C.**

RESPONSE:

This letter correctly sets forth the understanding of the Town of Delafield.

By: \_\_\_\_\_  
Town Chairman

Date: \_\_\_\_\_