



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, JANUARY 9, 2024**

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. December 12, 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): None
8. Unfinished Business: None
9. New Business
 - a. Discussion and possible action on the renewal of insurance for 2023 property, vehicle, and liability coverages.
 - b. Discussion and possible action on an agreement between the Town of Delafield and R.A. Smith Inc. for Municipal Engineering and Planning and Information Technology Services.
 - c. Discussion and possible action on a Resolution of Inclusion Under Group Life Insurance, to allow employees to select supplemental life insurance coverage.
10. Announcements and Planning items
 - a. Plan Commission: Tuesday, January 16, 2023 @ 6:30 PM
 - b. Town Board: Tuesday, January 23, 2023 @ 6:30 PM
 - c. Town Board: Tuesday, February 13, 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
DECEMBER 12, 2023 @ 6:30 PM**

Video Link: https://www.youtube.com/watch?v=zvmhffSb_qk

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 and Highway Supervisor Don Roberts.

Excused: Supervisor Woelfle

Fourth order of business: Citizen Comments: None

Fifth order of business:

- a. Approval of the November 28, 2023, Town Board Minutes

Motion by Supervisor Michels to approve the November 28, 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 2023 budget.
- b. 1) Accounts payable; 2) Payroll

Motion by Supervisor Mahoney -Ogden to payment of checks #67159-#67190 in the amount of \$119,089.31 and payrolls dated December 8, 2023, in the amount of \$15,872.65. Seconded by Supervisor Miller. Motion passed 5-0.

Seventh order of Business: Communications: None

Eighth order of Business: Unfinished Business: None

Ninth order of Business: New Business:

- a. Discussion and possible action on the list of election inspectors for the 2024-2025 Election Cycle.

Motion by Supervisor Mahoney-Ogden to approve the list of election inspectors for the 2024-2025 Election Cycle. Seconded by Supervisor Miller. Motion passed 4-0.

- b. Discussion and possible action on the capital improvement schedule and purchase of a wheel loader for the Highway Department.

Highway Superintendent Don Roberts explained the loader they currently have was outfitted with a plow last year. The department saved 1.5 hours on the plow routes using the loader. The only issue with using a loader as a plow is there is no salter. For this loader, they will be mounting a salter to the back. He explained a lot of municipalities are using loaders for their snow removal. They save a lot of time with cul-de-sacs. These may start replacing trucks if they can find a good salting solution.

Supervisor Mahoney Ogden asked who services the equipment. Don Roberts stated the staff services their own vehicles, once they are outside of the warranty. As far as parts go, they are all expensive no matter what brand

is purchased. John Deere, however, has a reputation for getting parts a lot quicker. Iowa is the main plant, so it can get to the Town a lot faster.

Motion by Supervisor Michels to approve the purchase John Deere 544P Loader for a not to exceed cost of \$212,000 using ARPA funds. Seconded by Supervisor Mahoney-Ogden. Motion passed 4-0.

Tenth order of Business: Closed Session

- a. The basis for the items to be discussed in Closed Session are as enumerated in Section 19.85(1)(c) of the Wisconsin State Statutes. (c) Considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, more specifically: Retirement contribution for a Highway employee
- b. In addition to the above items being discussed, an additional item to be discussed in Closed Session is as enumerated in Section 19.85 (1)(e) of the Wisconsin State Statutes. (e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, more specifically: Lake Country Fire and Rescue Intermunicipal Agreement changes regarding funding.

- i. Motion to enter closed session (roll call vote)

Motion by Supervisor Mahaney Ogden to go into closed session. Seconded by Supervisor Michels.

Supervisor Mahoney Ogden - Aye

Supervisor Miller - Aye

Supervisor Michels - Aye

Chairperson Kranick - Aye

Motion passed 4-0.

- ii. Motion to reconvene from closed session (roll call vote)

Motion by Supervisor Michels to reconvene from closed session at 7:36 PM. Seconded by Supervisor Miller.

Supervisor Mahoney Ogden - Aye

Supervisor Miller - Aye

Supervisor Michels - Aye

Chairperson Kranick - Aye

Motion passed 4-0.

- iii. Discussion and possible action regarding items discussed in closed session.

No action taken.

Eleventh order of Business: Announcements and Planning items

- a. Town Hall Closed: Monday & Tuesday, December 25th and 26th and Monday & Tuesday, January 1st and 2nd
- b. Town Board: Tuesday, January 9, 2023 @ 6:30 PM
- c. Plan Commission: Tuesday, January 16, 2023 @ 6:30 PM
- d. Town Board: Tuesday, January 23, 2023 @ 6:30 PM

Twelfth order of Business: Adjournment

Motion by Supervisor Michels to adjourn the December 12, 2023, Town Board meeting at 7:40 PM. Seconded by Supervisor Miller.

Respectfully submitted:

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

R&R

INSURANCE

**Prepared For
Town of Delafield**

**Policy Term
01/29/2024 - 01/29/2025**

we know.



N14 W23900 Stone Ridge Drive
Waukesha, WI 53188
800.566.7077 | [MyKnowledgeBroker.com](https://www.MyKnowledgeBroker.com)

Name Insured	Town of Delafield
Agent /Service Rep	Mike Walden/Sue Finney
Policy Effective Date	1/29/2024-1/29/2025

Coverages	Expiring	Renewal	Comparison difference	Percent	Carrier
	23-24	24-25			
Property	\$10,346.00	\$11,759.00	\$1,413.00	14%	CIC/Aegis
Equipment Breakdown	\$1,391.00	\$1,598.00	\$207.00	15%	CIC/Aegis
Auto Physical Damage	\$8,933.00	\$10,312.00	\$1,379.00	15%	CIC/Aegis
Liability	\$22,510.00	\$24,059.00	\$1,549.00	7%	CIC/Aegis
Injunctive Relief	\$1,463.00	\$1,564.00	\$101.00	7%	CIC/Aegis
Workers' Compensation	\$11,813.00	\$10,502.00	-\$1,311.00	-11%	CIC/Aegis
Total Premium	\$56,456.00	\$59,794.00	\$3,338.00	6%	

24/25 Property Options:

Property \$5,000 Deductible - Premium \$11,273
 Equipment Breakdown \$5,000 Deductible - Premium \$1,453

24/25 Liability Options:

Auto Medical Payments \$1,000 - \$150 additional premium

Additional Option:

Indentity Recovery Option - \$48 additional premium
 Injunctive Relief Option - \$1,564

Crime policy does not renew again until 2025.

Building, Contents, PITO total up from \$7,199,368 to \$7,520,368 - up 4.5%

Physical Damage values on Auto up from \$1,228,000 to \$1,428,000 - up 16%

Contractor's Equipment values up from \$893,008 to \$1,130,008 - up 2.6%

Town of Delafield

LIABILITY

COMMUNITY INSURANCE CORPORATION

POLICY TERM: 1/29/24 - 1/29/25

OPTION 1

OPTION 2

Injunctive Relief Only Endorsement

AUTO MEDICAL PAYMENTS
(OPTIONAL- THIS COVERAGE
MAY BE REJECTED)

LIABILITY LIMIT	DEDUCTIBLE	RETRO DATE	ANNUAL NET PREMIUM*
\$5,000,000	\$5,000	1/29/2000	\$24,059
\$50,000-Optional			\$1,564
\$1,000-Optional			\$150

• PER OCCURRENCE & NO AGGREGATE

CYBER LIABILITY COVERAGE INCLUDED AT NO ADDITIONAL PREMIUM (\$1M AGGREGATE):

CYBER DEDUCTIBLE: \$10,000

FIRST PARTY LOSS

Business Interruption Loss
Cyber Extortion Loss
Data Recovery Costs
Reputation Loss

\$500k each incident
\$500k each incident
\$500k each incident
\$500k each incident

LIABILITY

Data & Network Liability
Regulatory Defense & Costs
Payment Card Liability & Costs
Media Liability

\$1m each claim
\$50k each claim
\$50k each claim
\$1m each claim

ECRIME

Fraudulent Instruction
Funds Transfer Fraud
Telephone Fraud
Criminal Reward
Breach Response Aggregate Limit of Coverage

\$500k each loss
\$500k each loss
\$500k each loss
\$25k each loss
\$1m each incident

ONE SINGLE POLICY PROVIDES COVERAGE FOR:

- General Liability
- Auto Liability
- Public Officials Errors & Omissions
- Fire/Police Professional Liability
- Employment Practices

*** ALL POLICIES ARE OCCURRENCE BASED, VERSUS CLAIMS-MADE**

NON-MONETARY DAMAGES

Injunctive actions requesting plaintiff's attorney's fees as monetary damages are a 'trigger' coverage

COVERAGE BENEFITS

- NO COVERAGE SUBLIMITS
- NO FAULT COVERAGE AS OFFERED BY MANY CARRIERS IS CONTRARY TO STATE STATUTE
- COVERAGE FOR DEFENSE COSTS OUTSIDE OF POLICY LIMITS
- PRIOR ACTS COVERAGE
- SEWER BACKUP: COVERED WHEN THE MUNICIPALITY IS NEGLIGENT AND LIABLE FOR DAMAGES. THERE IS NO SUBLIMIT FOR THIS COVERAGE.

LIABILITY COVERAGE INCLUDES A BROAD DEFINITION OF PERSONAL INJURY INCLUDING:

1. False arrest
2. Malicious Prosecution
3. Wrongful entry or eviction, or other invasion of the right of privacy
4. Libel, slander, or defamation of character
5. Assault and battery, sexual harassment including workplace harassment
6. Discrimination or other civil rights violation, including employment discrimination
7. Other civil rights violations including employment discrimination
8. Sexual harassment

This quote is valid for 60 days or to the effective date of the policy, whichever comes first.

General Liability, Auto Liability, and Public Officials Errors & Omissions Legal Liability provided under ONE single policy form. Coverage is not available on a mono-line basis.



PROPERTY INSURANCE PROGRAM PREMIUM SUMMARY

Coverage Type	Limits	Deductible	Optional #2 Deductible	Optional #3 Deductible	Optional #4 Deductible
	Select Option:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property					
Buildings	\$6,440,000	\$2,500	\$5,000		
Contents	\$636,056	\$2,500	\$5,000		
Property in the Open	\$444,312	\$2,500	\$5,000		
Total Real Property Limits	\$7,520,368				
Contractor's Equipment: RC	\$1,130,008	\$1,000	\$1,000		
Equipment Breakdown	\$7,520,368	\$1,000	\$5,000		
Miscellaneous Endorsements:					
Property Premium		\$11,759	\$11,273	\$	\$
Equipment Breakdown Premium		\$1,598	\$1,453	\$	\$
Total Premium (Property & Equipment Breakdown)		\$13,357	\$12,726	\$	\$

Automobile Physical Damage Insurance Premium Summary on following page

AUTOMOBILE PHYSICAL DAMAGE INSURANCE PREMIUM SUMMARY

Coverage Type	Limits	Deductible	Optional #2 Deductible	Optional #3 Deductible	Optional #4 Deductible
Auto Physical Damage:					
All Vehicles - ACV	Select Option:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comprehensive	\$1,428,000	\$5,000			
Collision	\$1,428,000	\$5,000			
Auto Physical Damage Premium:		\$10,312	\$	\$	\$

Auto Physical Damage:					
Specific Dept. - ACV	Select Option:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comprehensive					
Collision					
All Other Vehicles - ACV					
Comprehensive					
Collision					
Auto Physical Damage Premium:		\$	\$	\$	\$

Auto Physical Damage:					
5 years old or newer and have a RC of \$100,000 or less; or 10 years old or newer and have a RC in excess of \$100,000					
RC Vehicles	Select Option:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comprehensive					
Collision					
Auto Physical Damage:					
All Other Vehicles - ACV					
Comprehensive					
Collision					
Auto Physical Damage Premium:		\$	\$	\$	\$

*Limits are based on Statement of Values submission. Deductibles are per occurrence.
Premiums are rated based on the full package. Individual lines of coverage will need to be requested prior to binding.*

ORDER TO BIND

Sign, date and return to: Paul Schwegel @ paul.schwegel@charlestaylor.com

Yes, please bind coverage with the CIC, effective 1/29/2024

Signature: _____ Date: _____

Town of Delafield

1/29/24 - 1/29/25

WORKER'S COMPENSATION

COMMUNITY INSURANCE CORPORATION

	PAYROLL	PREMIUM BY CLASS
8810 – CLERICAL	215,000	366
9413 – MUNICIPAL OPERATIONS – COUNTY & TOW	395,000	11,337
	STANDARD PREMIUM	11,702
MOD FACTOR:	.87	10,181
PREMIUM DISCOUNT AT	.2%	(20)
TERRORISM ENDORSEMENT		122
EXPENSE CONSTANT		220
	ESTIMATED ANNUAL PREMIUM	\$ 10,502

DIVIDEND PROPOSED*:

None: Guaranteed Cost

COMMUNITY INSURANCE CARE LINE - POWERED BY Guardian MCS®

The Community Insurance Care Line - Powered by Guardian MCS® is a service provided at no additional costs to our members. The Care Line is a 24/7 nurse triage line that assists employees who experience work-related injuries determine whether emergency room or home care is necessary to treat their injury. The Care Line assist in mitigating the costs of worker's compensation injuries by reducing the number of hospital visits.

Please see the attached Community Insurance Care Line - Powered by Guardian MCS® Packet.

*DISCLAIMER

DIVIDENDS CANNOT BE GUARANTEED BY STATE LAW AND ARE SUBJECT TO THE DECLARATION AND APPROVAL OF THE BOARD OF DIRECTORS OF THE INSURANCE COMPANY.

This quote is valid for 60 days or to the effective date of the policy, whichever comes first. General Liability, Auto Liability, and Public Officials Errors & Omissions Legal Liability provided under ONE single policy form. Coverage is not available on a mono-line basis.



Community Insurance Corporation – Identity Recovery

What is Identity Recovery Coverage for Employees?	HSB Identity Recovery coverage provides insurance protection and professional help to assist employees with identity theft. The coverage combines both identity theft insurance with services that help victims restore their credit history and identity records to pre-theft status.
Who is covered?	The service and coverage applies to permanent (full-time and part-time, elected and appointed officials) employees of the insured. This also includes household family members of the employee.
What does it cover?	<ul style="list-style-type: none"> • Out of Pocket Expenses <ul style="list-style-type: none"> ○ Includes: <ul style="list-style-type: none"> ▪ Legal Fees for answer of civil judgements and defense criminal charges ▪ Phone, postage, shipping fees ▪ Notary and filing fees ▪ Credit Bureau reports • Lost Wages and Child or Elder Care • Mental Health Counseling • Miscellaneous Expenses
What does it not cover?	<ul style="list-style-type: none"> • Monies stolen or fraudulently charged to the insured <ul style="list-style-type: none"> ○ Note: *These monies are usually recoverable directly from the financial institution* • Losses that arise from the insured’s fraudulent or criminal acts • Losses that are not reported in writing to police
When is coverage triggered?	Coverage is provided on a “discovery” basis with a 60 day reporting requirement.
What services are provided?	<ul style="list-style-type: none"> • Help Line (Phone Number: 1-833-889-9042) <ul style="list-style-type: none"> ○ Access to toll-free Help Line <ul style="list-style-type: none"> ▪ Experienced identity theft counselors who can answer questions and provide useful information/resources to identity theft victims. ▪ All calls to Help Line receive counseling with no requirement to verify coverage. ▪ Ability to initiate process to request Case Management Services <ul style="list-style-type: none"> • Employees will need to be verified by the insured as a valid permanent employee prior to Case Management Services. ▪ Ability to initiate process to submit Expense Reimbursement claim • Case Management <ul style="list-style-type: none"> ○ Dedicated case manager for verified employees ○ Helps employee with restoration work that would otherwise be done by the employee. <ul style="list-style-type: none"> ▪ Reduces personal time required from the employee to restore his or her identity and credit ratings. ○ Helps assist employees that are at an elevated risk due to a lost/stolen wallet or as a result of having their personal information breached by a third party. ○ Helps the employee restore important identity related documents.
Limits of Coverage	<ul style="list-style-type: none"> • Annual Aggregate per “Identity Recovery Insured” = \$25,000 Total <ul style="list-style-type: none"> ○ Number of claims does not matter. Limits apply for a 12 month period. • Lost Wages and Child/Elder Care Sublimit = \$5,000 Total • Mental Health Counseling Sublimit = \$1,000 Total • Miscellaneous Expenses Sublimit = \$1,000 Total
Is there a deductible with this coverage?	No, this coverage is not subject to a deductible.
Reporting Procedures	In the event of a claim, you will call the HSB Identity Recovery Help Line (Phone Number: 1-833-889-9042). When reporting a claim, please identify you are a member of Community Insurance Corporation . HSB will then confirm with us that the entity is covered.

Municipal Name:	Town of Delafield
Total Number of Permanent Employees: (Full-time & Part-time, Elected & Appointed Officials)	8
Total Cost:	\$48.00
*Please acknowledge if you accept/reject this coverage and this premium charge will be added to your policy.	Accept: <input type="checkbox"/> Reject: <input type="checkbox"/>

Please sign off and provide the contact information below:

Contact Name:	Dan Green
Email:	dgreen@townofdelafield.org

Signature: _____ Date: _____

Please return the quote information to:

Carol Schutz

Carol.Schutz@Charlest

aylor.com Phone:

262-230-2725

COMMUNITY INSURANCE CORPORATION

INSURED: *Town of Delafield*

REJECTION FORM
AUTO MEDICAL PAYMENTS ENDORSEMENT
2024 - 2025 POLICY YEAR

The Community Insurance Corporation has offered the option to endorse the policy to provide Automobile Medical Payments coverage with a limit of \$1000 per person per accident to the municipal liability policy.

We have reviewed the endorsement option, however, we REJECT to purchase the additional coverage at this time.

Signature

Date

ACCEPTANCE FORM
AUTO MEDICAL PAYMENTS ENDORSEMENT
2024 - 2025 POLICY YEAR

The Community Insurance Corporation has offered the option to endorse the policy to provide Automobile Medical Payments coverage with a limit of \$1,000 per person per accident to the municipal liability policy.

We have reviewed the endorsement option, we ACCEPT the offer to purchase the additional coverage at this time.

Annual Premium \$ 150.00

YES, please endorse the Community Insurance Corporation policy to include coverage for Automobile Medical Payments for the additional premium quoted above.

Signature

Date

COMMUNITY INSURANCE CORPORATION

INSURED: *Town of Delafield*

REJECTION FORM
INJUNCTIVE RELIEF ENDORSEMENT
2024 - 2025 POLICY YEAR

The Community Insurance Corporation has offered the option to endorse the policy to provide Injunctive Relief Only coverage that will allow defense of suits against the insured that do not seek monetary damages or plaintiff's attorney fees.

We have reviewed the endorsement option, however, we REJECT to purchase the additional coverage at this time.

Signature

Date

ACCEPTANCE FORM
INJUNCTIVE RELIEF ENDORSEMENT
2024 - 2025 POLICY YEAR

The Community Insurance Corporation has offered the option to endorse the policy to provide Injunctive Relief Only coverage that will allow defense of suits against the insured that do not seek monetary damages or plaintiff's attorney fees.

We have reviewed the endorsement option, we ACCEPT the offer to purchase the additional coverage at this time.

Annual Premium \$ 1,564.00

YES, please endorse the Community Insurance Corporation policy to include coverage for Injunctive Relief Only coverage for the additional premium quoted above.

Signature

Date

Disclaimer and Disclosure

This Quote Proposal has been developed solely as an estimate of premium for the listed coverages shown based on the information you provided. These values should be carefully reviewed and/or appraised to ensure they are adequate to meet the coinsurance provision should a loss occur, and all amounts shown herein are subject to change.

All changes in your exposure should be reported to us immediately so that proper coverage can be affected.

We make no representation that any limit of liability or property value is adequate; however, higher limits for all coverages quoted may be available upon request.

This Quote Proposal does not bind or provide actual coverage and is not an offer of insurance. Specific terms of coverage, exclusions, and limitations are contained solely in a completed insurance policy issued by the Company to a named insured and for which a premium has been paid.

Service Team

People, and relationships, are the foundation of our industry-leading service. Our team is made up of licensed professionals that are all ready to help, at any time.

Below you can find the contact information for the team members assigned to ensure you are covered and taken care of. We know you depend on our services to get your job done, which is why we pride ourselves, not only on our industry knowledge, but also our quick and professional response times. Whether it is coverage questions, certificates, or policy changes, we ensure that you will have everything you need to keep your momentum going.

Agency Service Team

Name	Title	E-mail	Business Phone
Mike Walden	Sr Sales Executive	Mike.Walden@rrins.com	(262)502-3822
Sue Finney	Client Service Manager	sue.finney@rrins.com	(262)569-6223

Additional Resources

Name	E-mail	Phone
Certificate Team	CLCertificates@rrins.com	
After Hours Claims Service		(828) 539-4574



InsurLink™

Online Insurance Document Management

R&R Insurance's InsurLink is a web-based portal accessible 24/7 for client and agency document management.

InsurLink allows fast and unlimited access to:

- Store all insurance policies and other important documents
- Upload any document you want
- Personalized secure access
- Issue auto ID Cards
- Request policy changes
- No file size restrictions
- Email notifications on new and updated documents
- This service is 100% free for clients of R&R Insurance



For more information go to www.myknowledgebroker.com/insurlink

Notes & Contingencies

AGREEMENT

between

Town of Delafield - Municipality

and

R.A. Smith, Inc. - Engineer

for

**Municipal Engineering and Planning
and
Information Technology (IT) Services**

2024

PROFESSIONAL ENGINEERING/PLANNING AGREEMENT

This AGREEMENT, upon execution by and between the TOWN OF DELAFIELD and R.A. SMITH , INC. hereinafter referred to as the ENGINEER/PLANNER, provides PROFESSIONAL CIVIL ENGINEERING, PLANNING, SURVEYING, AND IT SERVICES for the purpose of serving in the capacity as the TOWN ENGINEER/PLANNER as directed by the TOWN OF DELAFIELD.

The terms of this AGREEMENT shall basically cover providing services by the TOWN ENGINEER/PLANNER that are requested by the TOWN OF DELAFIELD. The intent and purpose of this AGREEMENT are to achieve a mutual understanding of the responsibilities and the form of compensation to provide these services on an ongoing basis. It is hoped by execution of this document by both parties that the relationship and services provided by the ENGINEER/PLANNER to the TOWN OF DELAFIELD are lasting, during both this present as well as future administrations.

SECTION 1 - GENERAL

- A. On January 4, 2024, a draft professional engineering/planning agreement was forwarded to the Town for approval and on January 9, 2024, the agreement was approved by the Town Board.
- B. The ENGINEER/PLANNER shall perform and provide normal civil, municipal engineering and planning services as herein stated, as well as IT services for the Clerk.

SECTION 2 - PRINCIPAL CONTACTS

The TOWN OF DELAFIELD and ENGINEER/PLANNER understand the following individuals are considered the contact priorities for all direction, requests, and services:

A. TOWN OF DELAFIELD

- 1. Primary Contact: Town Board Chair
Town Board of Supervisors
Town Plan Commission Chair
Town Clerk
Highway Superintendent
W302 N1254 Maple Avenue
Delafield, WI 53018-2117
(262) 646-2398

B. ENGINEER/PLANNER

1. Primary Contact: Timothy G. Barbeau, P.E., R.L.S.
Project Manager
R.A. Smith, Inc.
16745 West Bluemound Road
Brookfield, WI 53005-5938
(262) 317-3307
2. Other Contacts: Chris Pinkowski
Director of IT Services
R.A. Smith, Inc.
16745 West Bluemound Road
Brookfield, WI 53005-5938
(262) 317-3343

SECTION 3 - DURATION OF APPOINTMENT AND ENGINEER/PLANNER'S SCOPE OF SERVICES

- A. The term of appointment of ENGINEER/PLANNER shall be for a period beginning January 1, 2024 through December 31, 2024.
- B. It is expressly understood by the Town that the Engineer/Planner shall perform normal municipal engineering and services to developers in the Town as needed to assure compliance with Town Codes. Developers are defined as any person or company that brings the following (or anything similar) to the Town for action: Subdivision Plats and Plans, Certified Survey Maps, Planned Unit Developments, Conditional Uses, Zoning changes, home occupations and building grades. All plan review, project coordination, public hearings, and construction observation services associated with a specific development or proposal before the Plan Commission or Town Board shall be billed to the Town on a separate invoice. These services and compensation thereof are considered under the "reimbursable" portion of the Town budget for engineering/planning services and are assumed to be billed to developers for reimbursement.
- C. The ENGINEER/PLANNER shall provide the following professional services for the duration of the Agreement. By execution of this agreement, the Town Board authorizes the services under this section to be provided as stated without specific approval of each task as it is performed. These services and the associated compensation are subject to change based on the scope of services requested by the Town Board.

1. 2024 Municipal Engineering services. (Budget No. 10-56300-299)
 - a. General consulting as directed on an as-needed basis including holding regularly scheduled office hours at the Town Hall a minimum of two partial days per week.
 - b. Respond to questions and requests received during in-person meetings, telephone calls and e-mails from citizens', real estate agents', surveyors' and engineers' questions and provide information to them as they request, unless it meets the terms of Section 3B above.
 - c. Prepare resolutions and ordinances as directed by the Town Board or Plan Commission.
 - d. Prepare an engineering report and recommendation for matters that are sent to the engineer for follow up.¹
 - e. Coordinate matters and questions raised by the primary contacts as defined in Section 2.A.1. and Town Attorney.¹
 - f. Attend one Town Board meeting per month.
 - g. Attend meetings associated with the NR216 requirements and provide reports as necessary at the Town Board meeting.
 - h. Update maps in the Town as needed.

2. 2024 Plan Commission services. (Budget No. 10-56300-218)
 - a. Prepare agenda and supplemental information packets for business meeting of the Plan Commission.
 - b. Attend one business meeting and occasional workshop meetings as scheduled.
 - c. Prepare a report for the annual Town meeting.
 - d. Prepare for presentation of information at the meetings.
 - e. Review correspondence and documents forwarded to the Town by various agencies and report to the Plan Commission on them.

3. 2024 Road Improvement Program. (Budget No. 10-56300-216)
 - a. Prepare the necessary specifications and bid documents for the annual road-paving program. Provide services associated with bidding, including bid opening, bid review and contract execution. Provide overall project coordination with the contractor. Provide full time, on-site observation during construction up to a maximum of 80 hours.
 - b. Update the pavement management system for the Town.

4. 2024 Reimbursable Services. (Budget No. 10-56300-215)
 - a. Provide plan review, construction coordination, construction inspection, consultation, attendance at hearings and any other service to developers and petitioners in the Town to assure compliance with Town codes.

5. 2024 Building Grades. (Budget No. 10-56300-298)
 - a. Review and set an elevation on each home or building constructed in the Town.

¹ Note: Since the Engineer cannot predict what matters will come before the Town Board or Plan Commission, we can only provide an estimate for some anticipated requests that were made a part of the budget proposal.

6. NR 216 Permit Compliance (Budget No. 10-56300-253)
 - a. Attend meetings and perform follow-up tasks associated with the issuance and compliance of the WDNR WPDES permit.
7. Zoning Code Revisions (Budget No. 10-56300-300)
 - a. Provide zoning code revision services as requested by the Plan Commission.
8. Zoning Code Enforcement (Budget No. 10-56300-301)
 - a. Provide Zoning Code enforcement services and complaint follow-up as requested by the Plan Commission that is not in conflict with the duties of the Zoning Administrator.
9. Town GIS Development (Budget No. 10-56300-331)
 - a. Maintain a Town GIS based map viewer application for the staff and public. Layers to include zoning districts, sign inventory, pavement ratings, storm water data, garbage route days and voting wards. Includes payment to ESRI for annual subscription of GIS maps and data.
10. Map Modernization (Budget No. 10-56300-332)
 - a. Prepare documents and attend meetings necessary to update the WF-1 areas of the Town zoning map
11. IT Services. (Budget No. 10-51600-216)
 - a. Provide IT Services as requested by the Town Clerk on an as needed basis.

D. Specific Services Not Included in the Fee Estimate

1. Meetings outside of those stated above.
2. Work associated with the preparation of a Comprehensive Land Use Plan and major overhauls to the zoning and/or subdivision code.
3. Grant applications.
4. Surveying services, unless specified above.

SECTION 4 - COMPENSATION

- A. In consideration for services outlined in Section 3, the ENGINEER/PLANNER shall be compensated as follows:
 1. On an hourly-rate basis in accordance with the Professional Fees Rate Schedule shown in Exhibit A. The rate for Tim Barbeau shall be \$174/hour.

2. All reimbursable services, as defined above, provided by the ENGINEER/PLANNER, shall to the full extent practical, be billed to the person(s) and/or entity(ies) responsible for incurring the provision of said services. The Town shall be responsible for all billing and collection services related hereto. In addition to the applicable hourly rates, all expenses, including but not limited to postage, copies, phone, photographs, mileage, etc. shall be billed.
 3. The ENGINEER has submitted a budget for services and the Town has adopted a budget for engineering services as shown in Exhibit B. The ENGINEER shall meet the budget unless requests for services exceed anticipated time allotted for services.
 4. The ENGINEER/PLANNER and the Town may negotiate separate contractual arrangements for the provision of services beyond those services identified above as described in Section 6 of this agreement.
- B. Mileage shall be invoiced at the current federal reimbursement rate in effect at the time mileage is incurred; the anticipated rate is 67 cents per mile for a regular automobile.
- C. The ENGINEER/PLANNER shall submit invoicing on a monthly basis, itemizing categories of personnel and hours. The invoices shall be forwarded to the Town by the end of the month following the month in which the work took place.
- D. The TOWN OF DELAFIELD shall make payment within 45 days of receipt of invoice and interest of 1 percent per month shall accrue on unpaid balances.
- E. The TOWN OF DELAFIELD shall provide R.A. SMITH, INC. with a clear, written statement within thirty (30) days of the date of invoice of any objections to the invoice or any portion or element thereof. Failure to provide such written statement shall constitute acceptance of the invoice as submitted.

SECTION 5 - RESPONSIBILITIES AND MUTUAL COVENANTS

- A. Services shall be requested by the TOWN OF DELAFIELD through the following methods:
1. Execution of this agreement shall be sufficient direction by the Town Board to provide the services identified in Section 3 of this agreement. Requests beyond those identified in the Contracted Services, Reimbursable Services or Special Projects, or which in the opinion of the ENGINEER/PLANNER falls outside the scope of services identified in Section 3 shall be brought before the Town Board for specific direction and approval (for compensation).
- B. The ENGINEER/PLANNER certifies that insurance is in force and shall be maintained throughout the term of this AGREEMENT for Worker's Compensation Act and from all claims for bodily injury or property damage which may arise from the negligent performance by the ENGINEER/PLANNER and for errors and omissions. The ENGINEER/PLANNER shall provide a certificate of insurance for General Liability and Errors and Omissions to the Town of Delafield as shown on Exhibit C. The ENGINEER/PLANNER shall submit a copy of the certificate of insurance within 30 days after the policy is renewed (renewal date is July 1 of each year).
- C. Either party may terminate this AGREEMENT, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this AGREEMENT through no fault of the terminating party. However, no such termination may be effected unless the other party is given: (1)

not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.

- D. Any changes in personnel listed under the Primary Contacts by the ENGINEER/PLANNER under Section 2.B.1. in this AGREEMENT shall be subject to approval of the Town Board.
- E. If the TOWN OF DELAFIELD terminated for default, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work. If the ENGINEER/PLANNER terminates for TOWN OF DELAFIELD default, or if the TOWN OF DELAFIELD terminates for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER/PLANNER for services rendered and expenses incurred up to the termination, in addition to termination settlement costs the ENGINEER/PLANNER reasonably incurs relating to commitments which had become firm before the termination.
- F. In the event it is desired to terminate this AGREEMENT as a result of lack of performance or negligence, the TOWN OF DELAFIELD shall call an Executive Session if allowed by law of the Town Board to discuss any problems with the ENGINEER/PLANNER prior to termination.
- G. Upon termination, the TOWN OF DELAFIELD may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any work the TOWN OF DELAFIELD takes over for completion will be completed at the TOWN OF DELAFIELD's risk, and the TOWN OF DELAFIELD will hold harmless the ENGINEER/PLANNER from all claims and damages arising out of improper use of the ENGINEER/PLANNER's work.
- H. The ENGINEER/PLANNER shall maintain and make available to the TOWN OF DELAFIELD the records under this AGREEMENT for a period of at least three (3) years from date services were provided, and shall not destroy any records thereafter without prior notice to and approval of the TOWN OF DELAFIELD.
- I. All work product, whether in hard copy or computer form, pertaining to the services defined by this Agreement developed by R.A. SMITH, INC., shall become the property of the TOWN OF DELAFIELD. However, the ENGINEER/PLANNER shall have the right to retain copies of all work product and documentation provided to the TOWN OF DELAFIELD. TOWN OF DELAFIELD shall, at the ENGINEER/PLANNER's expense, provide ENGINEER/PLANNER with copies of all information requested.

R.A. SMITH, INC. reserves the right to use said documentation and information for any purpose related or non-related to said project, including marketing, promotion, and future business.

SECTION 6 - ADDITIONAL SERVICES

The ENGINEER/PLANNER will perform the following additional services for the TOWN OF DELAFIELD on an hourly rate basis and pursuant to prior authorization of the TOWN BOARD. These services are outside of the scope of services outlined in Section 3.

1. Engineering, planning, and/or surveying on any special Town project including, but not limited to: feasibility studies, preliminary reports, design, preparation of plans and specifications, bidding and construction management, supervision, staking, and on-site construction observation services. Projects may include, but are not limited to: water mains,

water supply, water storage, sanitary collection, treatment, discharge, drainage, storm sewers, highway, grading, parking, and/or municipal projects, or property surveys.

2. Performing construction observation services as required to assure conformance with Town standards for special Town projects.
3. Undertaking special studies; interpreting, researching, and rewriting ordinances, policies, and/or standards for the TOWN OF DELAFIELD.
4. Assisting in the planning, implementation, and undertaking of engineering design, plans and specifications, and construction services associated with formation of a Tax Incremental Financial district.
5. Representing the TOWN OF DELAFIELD at any seminars, meetings, hearings, court appearances, or any other functions that attendance by the ENGINEER/PLANNER is directed by the TOWN OF DELAFIELD.
6. Reviewing property, right-of-way, and government monument surveys.
7. Reviewing wetland, flood plain (hydrologic and hydraulic), and environmental corridor studies and reports.
8. Reviewing Environmental Site Assessments.
9. Reviewing feasibility or cost evaluation reports, design, studies, etc.
10. Reviewing solid waste or landfill studies.
11. Preparing and/or reviewing State and/or Federal grant, aid, assistance, or funding applications for Town projects.
12. Assisting in selection and/or supervision of any subconsultant services including, but not limited to:
 - a. Soil testing.
 - b. Architectural; electrical; and/or heating, ventilating, and air-conditioning services.
 - c. Structural services associated with buildings, or other specialized structural services not within the scope of work provided by the ENGINEER/PLANNER.
 - d. Appraisals.
 - e. Ground water studies and/or testing.
 - f. Specialized legal services.
13. Preparing newsletters associated with engineering projects or conducting informational meetings and/or public hearings.
14. Reviewing legal testimony.

SECTION 7 - SUCCESSORS AND ASSIGNS

The TOWN OF DELAFIELD and ENGINEER/PLANNER each binds themselves and their partners, successors, executors, administrators and assigns to the other party of this AGREEMENT and to the partners, successors, executors, administrators, and assigns of such other party, in respect of all covenants of this AGREEMENT; except as above, neither TOWN OF DELAFIELD nor ENGINEER/PLANNER shall assign, sublet, or transfer his interest in this AGREEMENT without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the TOWN OF DELAFIELD and ENGINEER/PLANNER.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on their behalf respectively by their proper officers or officials thereunto duly authorized by their respective governing bodies.

The Town Board of the Town of Delafield on January 9, 2024, did approve the services provided for under this AGREEMENT and accordingly authorized execution as follows:

ENGINEER/PLANNER

MUNICIPALITY

R.A. SMITH, INC.

TOWN OF DELAFIELD

Christopher M. Stamborski, P.E.
Director of Municipal Services

Edward Kranick
Town Chairman

WITNESS:

WITNESS:

Timothy G. Barbeau, P.E., P.L.S.
Senior Project Manager

Dan Green
Town Clerk

Date

Date

EXHIBIT A

Professional Fees Rate Schedule

**TOWN OF DELAFIELD
PROFESSIONAL FEES RATE SCHEDULE
2024**

ENGINEERING SERVICES

PER HOUR

Senior Project Manager.....	\$196
Project Manager (Tim Barbeau @\$174/hour).....	\$178
Senior Project Engineer.....	\$178
Project Engineer.....	\$170
Civil Engineer.....	\$119 - \$159
Engineering Technician.....	\$ 86 - \$153
Landscape Architect.....	\$164 - \$191
Landscape Technician.....	\$134
Ecologist.....	\$95 - \$164

SURVEYING SERVICES

Survey Director.....	\$188
Project Manager.....	\$160
2-Member Field Crew GPS/Robotics.....	\$238
Field Person GPS/Robotics.....	\$164
Project Surveyor.....	\$135
Survey Technician.....	\$ 99 - \$132

CONSTRUCTION SERVICES

Construction Services Manager.....	\$193
Construction Technician.....	\$ 103 - \$167

GIS & VISUALIZATION SERVICES

GIS Project Manager.....	\$173 - \$181
GIS Technician.....	\$ 99 - \$142

IT & ADMINISTRATIVE SERVICES

Computer Services.....	\$209
Grants Specialist.....	\$142
Project Technician.....	\$ 97
Litigation/Expert Witness.....	\$315 - \$343

EXHIBIT B

Estimated Allocation of Time

ENGINEERING/PLANNING SERVICES			
Budget No.	Description	Budget	Estimated Allocation of Time
10-56300-215	Reimbursable Services	\$10,000	As needed
10-56300-216	Road Improvement Program	\$38,000	230 hours
10-56300-218	Plan Commission	\$14,000	7 hours/month
10-56300-298	Building Grades	\$1,200	As needed
10-56300-299	Municipal Engineering Services	\$62,000	30 hours/month
10-56300-253	NR 216 Permit Compliance	\$8,000	As needed
10-56300-300	Zoning Code Revisions	\$1,800	As needed
10-56300-301	Zoning Code Enforcement	\$500	As needed
10-56300-331	Town GIS Development	\$2,000	12 hours
10-56300-332	Map Modernization	\$1,000	7 hours
10-56300-330	Mileage Reimbursement	\$2,350	

IT SERVICES			
Budget No.	Description	Budget	Estimated Allocation of Time
10-51600-216	IT Services	\$3,000	As needed

EXHIBIT C

Certificate of Insurance General Liability and Professional Liability (Errors and Omissions)

(currently on file – update will be provided when policy is renewed in July, 2024)



Resolution for Inclusion Under Group Life Insurance

Wisconsin Department of Employee Trust Funds
PO Box 7931
Madison WI 53707-7931
1-877-533-5020 (toll free)
Fax 608-267-4549
etf.wi.gov

RESOLVED, by the Town Board of the Town of Delafield
Governing body Employer legal name

that pursuant to the provisions of Chapter 40 of the Wisconsin Statutes such Town Board
Governing body

hereby determines to be included under the following Group Life Insurance program(s) provided by Chapter 40 of the Wisconsin Statutes for its eligible personnel:

Check box(es) for coverage desired:

- Basic Group Life Insurance (1x earnings)
- Supplemental Group Life Insurance (1x earnings)
- Additional Group Life Insurance
 - 1 Unit (1x earnings)
 - 2 Units (2x earnings)
 - 3 Units (3x earnings)
- Spouse and Dependent Group Life Insurance
- Amount of insurance for any insured employee who attains age 65 on or after the effective date of this resolution shall be 50% rather than 25%

BE IT FURTHER RESOLVED, that the proper officers are herewith authorized and directed to take all actions and make such deductions and submit such payments as are required by the Group Insurance Board of the State of Wisconsin to provide such group life insurance.

BE IT FURTHER RESOLVED, that the Town of Delafield WRS Agent submit a certified copy of this
Employer name
resolution to the State of Wisconsin Department of Employee Trust Funds.

Certification

I hereby certify that the foregoing resolution is a true, correct and complete copy of the resolution duly and regularly passed by the Town Board of the Town of Delafield on the
Governing body Employer name
9th day of January, and that said resolution has not been repealed or amended, and is now in full force and effect.

Dated this 9th day of January, 2024.

I understand that Wis. Stat. 943.395 provides criminal penalties for knowingly making false and fraudulent statements on this form and hereby certify that, to the best of my knowledge and belief, the information is true and correct.

Federal Tax Identification Number (FEIN) [REDACTED]

Employer Identification Number (EIN) 69-036-[REDACTED] Number of eligible employees: 6

WRS agent signature: _____ WRS agent title: Administrator

Mailing address: W302N1254 Maple Avenue, Delafield, WI 53018

Telephone: 262-646-2398

Email: dgreen@townofdelafield.org

For ETF use only
EFFECTIVE DATE OF COVERAGE ENTERED BY ETF:

The resolution shall be effective on the first of the fourth month after receipt in the office of the Department of Employee Trust Funds. Submit completed form to ETF at ETFMSBESSNewEmployer@etf.wi.gov or fax to 608-267-4549.