



## A PERFECT ENVIRONMENT

Residential ♦ Recreational ♦ Responsible

Chair  
Ron Troy  
Supervisors  
Pete Van Horn  
Edward Kranick  
Christopher Smith  
Billy Cooley  
Clerk/Treasurer  
Mary Elsner

### TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING TUESDAY, JULY 23, 2019 - 7:00 P.M. DELAFIELD TOWN HALL – W302 N1254 MAPLE AVENUE, DELAFIELD, WI

#### AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Citizen Comments – During the Public Comment period of the agenda, the Town Board welcomes comment from any member of the public, other than an elected Town Board member, on any matter not on the agenda. Please be advised that pursuant to State law, the Board cannot engage in a discussion with you but may ask questions. The Board may decide to place the issue on a future agenda for discussion and possible action. Each person wishing to address the Board will have up to five (5) minutes to speak. Speakers are asked to submit to the Town Clerk, a card providing their name, address, and topic for discussion.

The Board will also take comment from the public on agenda items as called by the Chair, but not during the Public Comment. Please note that once the Board begins its discussion of an agenda item, no further comment will be allowed from the public on that issue.

4. Approval of July 9, 2019, Closed Session and Town Board Minutes
5. Action on vouchers submitted for payment:
  - A. Report on budget sub-accounts and action to amend 2019 budget
  - B. 1) Accounts payable; 2) Payroll
6. Communications (*for discussion and possible action*)
  - A. None
7. Unfinished Business
  - A. Follow-up discussion on deer population control to identify “hot spots” to work with landowners on harvesting methods (tabled 7/9/19)
  - B. Stormwater drainage issue review in the vicinity of W284 N3298 Lakeside Road (tabled 5/28/19)
  - C. Discussion and possible action on drainage issue at Town Hall (tabled 5/28/19)
  - D. Discussion re: Request for Proposals for Building Inspection Services (tabled 5/14/19)

Town of Delafield Board of Supervisors Meeting Agenda

July 23, 2019

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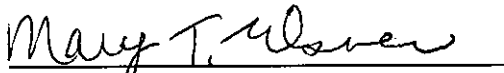
8. New Business

- A. Discussion and possible action re: overage in budgeted hours for Park and Recreation
- B. Update the nuisance ordinance to include ash trees affected by the emerald ash bore
- C. Discussion and possible action on the buckthorn growing on the Town Hall Property on the corner of Silvernail and Maple
- D. Discussion and possible action on security of election machines
- E. Consideration and possible action on Operator's License for the period of 7/1/18 to 6/30/20:  
- April Fossum, *Seaboard*
- F. Consideration and possible action on Alcohol Permit Application for an event to be held at the Sports Commons on July 28, 2019, 1:00 p.m. to 6:00 p.m.
- G. Consideration and possible action on Alcohol Permit Application for an event to be held at the Sports Commons on August 3, 2019, 12:00 p.m. to 8:00 p.m.

9. Announcements and Planning items

- A. WI Towns Association, Waukesha County Unit Meeting – Wednesday, July 24 – 6:30 p.m. – Genesee Town Hall
- B. Budget Workshop – Monday, July 29 – 6:00 p.m.
- C. Next Plan Commission Meeting – August 6
- D. Next Town Board Meeting – August 13
- E. Next Park and Recreation Commission Meeting – August 15

10. Adjournment



Mary T. Elsner, CMC, WCMC  
Town Clerk/Treasurer

**TOWN OF DELAFIELD BOARD OF SUPERVISORS CLOSED SESSION MEETING**  
**July 9, 2019**

**Members Present:** R. Troy, P. Van Horn, E. Kranick, C. Smith, B. Cooley

**Others Present:** V. Anderson, *Municipal Law and Litigation Group*

*Chairman Troy called the meeting to order at 6:30 p.m. and read the Closed Session Notice.*

**MOTION MADE BY MR. SMITH, SECONDED BY MR. KRANICK TO GO INTO CLOSED SESSION. MR. VAN HORN – AYE, MR. KRANICK – AYE, MR. COOLEY – AYE, MR. SMITH – AYE, CHAIRMAN TROY. AYE.**

**MOTION MADE BY MR. KRANICK, SECONDED BY MR. SMITH TO GO INTO OPEN SESSION. MR. VAN HORN – AYE, MR. KRANICK – AYE, MR. COOLEY – AYE, MR. SMITH – AYE, CHAIRMAN TROY. AYE.**

**MOTION MADE BY MR. KRANICK, SECONDED BY MR. SMITH TO DIRECT THE TOWN ATTORNEY TO ACCEPT THE TERMS OF THE STIPULATION OF THE SETTLEMENT AS PRESENTED IN CLOSED SESSION. MOTION CARRIED.**

**TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING**

**Members Present:** R. Troy, P. Van Horn, E. Kranick, C. Smith, B. Cooley

**Others Present:** Sheriff Severson, *Waukesha County Sheriff's Dept.*, J. Gumm, *Waukesha County Sheriff's Dept.*, P. Esser, *Waukesha County Sheriff's Dept.*, M. Moonan, *Waukesha County Sheriff's Dept.*, T. Weiss, *Waukesha County Sheriff's Department*, K. Smith, *Waukesha Freeman*, 3 citizens

**First order of business:** Call to Order  
*Chairman Troy called the meeting to order at 6:50 p.m.*

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

**Third order of business:** Citizen Comments  
*There were no citizen comments.*

**Fourth order of business:** Approval of June 25, 2019, Town Board Minutes  
**MOTION MADE BY MR. COOLEY, SECONDED BY MR. SMITH TO APPROVE THE MINUTES AS PRESENTED BY THE CLERK. MOTION CARRIED.**

**Fifth order of business:** Action on vouchers submitted for payment:  
A. Report on budget sub-accounts and action to amend 2019 budget

B. 1) Accounts payable; 2) Payroll  
Accounts Payable  
**MOVED TO APPROVE PAYMENT OF CHECKS #61968 – #61993 IN THE AMOUNT OF \$80,245.20**

Payroll  
**MOVED TO APPROVE PAYMENT IN THE AMOUNT OF \$28,823.68**

**MR. SMITH/MR. KRANICK**

**MOTION CARRIED.**

**Sixth order of business:** Communications (*for discussion and possible action*)  
A. Wayne Dehn (7/1/19), Re: Delafield Deer Management

*City of Delafield Alderman Dehn invited Town representatives to attend their next subject committee meeting on July 15<sup>th</sup> @ 6:00 p.m. The clerk will notice the meeting.*

**Seventh order of business:** Unfinished Business

- A. Follow-up discussion on deer population control to identify "hot spots" to work with landowners on harvesting methods (tabled 6/25/19)

**MOTION MADE BY MR. KRANICK, SECONDED BY MR. COOLEY TO REMOVE FROM THE TABLE. MOTION CARRIED.**

*Chairman Troy stated that he had a discussion with Rob Thomas, and he will not give the town permission to bow hunt on the Thomas farm. Mr. Kranick reiterated the remaining "hot spots" discussed at the last meeting, the SE corner of Hwy. 16 and KE, south to Capitol Dr. (JJ), Western Lakes Golf Course and Nagawicka Golf Course. Mr. Van Horn stated that Senator Kapenga has offered to research the former Ethan Allen property, as it is part of the Dept. of Administration not the Dept. of Revenue. He is aware of the issue with the deer on the property.*

**MOTION MADE BY MR. KRANICK, SECONDED BY MR. COOLEY TO TABLE UNTIL AFTER ATTENDING THE CITY OF DELAFIELD DEER MANAGEMENT COMMITTEE MEETING. MOTION CARRIED.**

**MOTION MADE BY MR. KRANICK, SECONDED BY MR. COOLEY TO TAKE ITEM 8A OUT OF ORDER. MOTION CARRIED.**

**Eighth order of business:** New Business

- A. Discussion with Waukesha County Sheriff Severson re: status of speed enforcement

*Sheriff Severson provided extended speed summary reports generated at the site of Imperial/Farm Valley Ct., including the dates of 6/29/19 to 7/9/19 and a June 2019 overview. He stated that the Sheriff's Dept. will provide any necessary data that the Town is looking for. Sheriff Severson stressed the importance of working together with the Town Board, as the Sheriff's Dept. is here to serve and will do everything they can to make citizens safe. In responding to the Sheriff's question as to whether the Board could identify any weakness in the reports provided, Chairman Troy stated that this data reporting will be a learning process.*

- B. Update on deer nuisance tags

*The clerk reviewed the information provided by Nathan Holoubek, DNR, re: deer permit conditions for using public hunters that will be on the permit this year. She will continue to work with Mr. Holoubek on the process.*

- C. 2020 Town Budget Planning

*The Town Board set the following budget workshop dates: 7/16 @ 6:00 p.m. - Fire Dept. and 7/29 @ 6:00 p.m. - Highway Dept.*

- D. Stormwater drainage issue review in the vicinity of W284 N3298 Lakeside Road (tabled 5/28/19)

*Chairman Troy stated that he is working with the insurance company on this issue, and it will be placed on the next agenda.*

- E. Discussion and possible action on drainage issue at Town Hall (tabled 5/28/19)

*This item will remain on the table.*

**Eighth order of business:** New Business

- B. Discussion and possible action on Statistics Summary Report – Maple Avenue

*This matter was discussed in Item 8A.*

- C. Discussion and possible action on Plan Commission's recommendation re: re-approval (originally approved 9/13/16) of a Certified Survey Map to combine two properties into one property at W282 N3398 Taylors Woods Road

**MOTION MADE BY MR. KRANICK, SECONDED BY MR. COOLEY TO RE-APPROVE THE CERTIFIED SURVEY MAP TO COMBINE TWO PROPERTIES INTO ONE PROPERTY AT W282 N3398 TAYLORS WOODS RD. MOTION CARRIED.**

- D. Discussion and possible action on request to install biking etiquette signage on bike path running parallel with Cushing Park Road

*Sally Bacher, W335N861 Cushing Park Rd., reiterated her concern re: safety issue on the bike path running parallel with Cushing Park Rd. She provided an example of trail etiquette signage and §346.804, "Riding bicycle on sidewalk".*

**MOTION MADE BY MR. KRANICK, SECONDED BY MR. COOLEY TO DIRECT THE TOWN PARK AND RECREATION COMMISSION TO WORK WITH THE DNR AND CITY OF DELAFIELD ON WAYS TO EDUCATE BIKERS ON ETIQUETTE SIGNAGE AND REPORT BACK TO THE TOWN BOARD IN 90 DAYS. MOTION CARRIED.**

- E. Consideration and possible action on designation of official Town newspaper (Waukesha Freeman)

**MOTION MADE BY MR. KRANICK, SECONDED BY MR. VAN HORN TO DESIGNATE THE WAUKESHA FREEMAN AS THE OFFICIAL TOWN NEWSPAPER. MOTION CARRIED.**

- F. Consideration and possible action on Operator's Licenses for the period of 7/1/18 to 6/30/20:

1. Julie Lazaris, *Western Lakes Golf Club*

**MOTION MADE BY MR. COOLEY, SECONDED BY MR. KRANICK TO APPROVE AN OPERATOR'S LICENSE FOR THE PERIOD OF 7/1/18 TO 6/30/20 FOR JULIE LAZARIS, WESTERN LAKES GOLF CLUB. MOTION CARRIED.**

2. Michael Ritchey, *Pewaukee Yacht Club*

**MOTION MADE BY MR. SMITH, SECONDED BY MR. COOLEY TO APPROVE AN OPERATOR'S LICENSE FOR THE PERIOD OF 7/1/18 TO 6/30/20 FOR MICHAEL RITCHEY, PEWAUKEE YACHT CLUB. MOTION CARRIED.**

**Ninth Order of business:** Announcements and Planning items

- A. Board of Review – July 11
- B. Budget Workshop – July 16 @ 6:00 p.m.
- C. Next Town Board Meeting – July 23
- D. Next Plan Commission Meeting – August 6 – Joint Public Hearing

*Mr. Kranick recognized the highway dept. for their hard work and professionalism in handling storm clean up and the Waukesha Sheriff's Dept. for their efforts in providing speed enforcement, as requested by the Town Board.*

**Tenth Order of business:** Adjournment

**MOTION MADE BY MR. KRANICK, SECONDED BY MR. COOLEY TO ADJOURN AT 7:42 P.M. MOTION CARRIED.**

Respectfully submitted,

Mary T. Elsner, CMC, WCMC  
Town Clerk/Treasurer  
Minutes approved on:

10.06 DUTCH ELM DISEASE.

- (1) PUBLIC NUISANCE DECLARED. The Town Board, having determined that the health of the elm trees within the Town is threatened by a fatal disease known as Dutch elm disease, hereby declares the following to be public nuisances:
  - (a) Any living or standing elm tree or part thereof infected with Dutch elm disease fungus or which harbors any of the elm bark beetles *Scolytus multistriatus* (Eichh) or *Hylurgopinus rufipes* (Marsh).
  - (b) Any dead elm tree or part thereof, including logs, branches, firewood, stumps or other elm material from which the bark has not been removed and burned or sprayed with an effective elm bark beetle destroying insecticide.
- (2) TOWN FORESTER. The Highway Superintendent shall serve as Town Forester and shall have the powers and perform the duties imposed by this section and by Ch. 27, Wis. Stats.
- (3) DEFINITIONS. For the purposes of this section, the following phrases are defined as follows:
  - (a) Public Nuisance.
    1. Dutch elm disease.

2. Elm bark beetles Scolytus multistriatus (Eichh) or Hylurgopinus rufipes (Marsh).
  3. Any living or standing elm tree infected with Dutch elm disease fungus or in a weakened condition which harbors any of the elm bark beetles.
  4. Any dead elm tree or part thereof, including logs, branches, firewood, stumps or other elm material from which the bark has not been removed and burned or sprayed with an effective elm bark beetle destroying concentrate.
- (b) Public Property. Any premises owned or controlled by the Town, including but not restricted to public sites, parks, playgrounds, streets, alleys, sidewalks, boulevards and terrace strips between the lot line and the curb or improved portion of any public way.
- (4) INSPECTIONS.
- (a) The Town Forester shall inspect at least twice a year all premises and places within the Town to determine whether any public nuisance exists there on. He shall also inspect any elm tree reported or suspected to be infected with Dutch elm disease or any elm bark bearing material reported or suspected to be infested with elm bark beetles.
  - (b) Whenever necessary to determine the existence of Dutch elm disease or elm bark beetles in any tree, the Town Forest shall remove or cut specimens from the tree in such manner as to avoid permanent injury thereto and forward them to the State Department of Agriculture for analysis to determine the presence of such nuisances.
  - (c) The Forester and his agents or employees may enter upon private premises at reasonable times for the purpose of carrying out any of the provisions of this section.
- (5) ABATEMENT OF NUISANCES.
- (a) The Forester shall order, direct, supervise and control the abatement of public nuisances by spraying, removal, burning or other means which he determines to be necessary to prevent as fully as possible the spread of Dutch elm disease fungus or the insect pests or vectors known to carry such disease fungus.
  - (b) Whenever the Forester determines that a public nuisance exists on public property in the Town, he shall immediately abate or cause the abatement of such nuisance in such manner as to destroy or prevent as fully as possible the spread of Dutch elm disease or the insect pests or vectors known to carry such disease fungus.
  - (c) When the Forester determines with reasonable certainty that a public nuisance exists upon private premises, he shall immediately serve personally or by registered mail upon the owner of such property, if he can be found, or upon the occupant thereof, a written notice of the existence of such nuisance, directing that nuisance be abated within 10 days after service of such notice. Such notice shall describe the nuisance and recommend the procedure for its abatement and shall state that, unless the owner abates the nuisance as specified in the notice, the Forester will cause the abatement thereof at the expense of the property served. If the owner or occupant cannot be found, such notice shall be given by publication in a newspaper of general circulation in the Town.
- (6) SPRAYING.
- (a) Whenever the Forester determines that any elm tree or part thereof is infected with Dutch elm disease fungus or is in a weakened condition and harbors elm bark beetles, he may cause all elm trees within a 1,000' radius thereof to be sprayed with an effective elm bark beetle destroying concentrate.
  - (b) To facilitate the work and minimize the inconvenience to the public of any spraying operation

conducted under this section, the Forester shall cause to be given advance public notice of such operation by newspaper, radio, television public service announcements or other effective means and shall cause the posting of appropriate warning notices in the areas and along the streets where trees are to be sprayed at least 24 hrs. in advance of spraying. When any residue or concentrate from municipal spraying operations can be expected to be deposited on any public street, the Forester shall also notify the Constable, who shall make and enforce such temporary parking and traffic regulations on such streets as conditions require. Temporary "no parking" notices shall be posted in each affected block of any street at least 24 hrs. in advance of spraying operations.

- (c) If warning notices and temporary "no parking" notices have been given and posted in accordance with par. (b) above, the Town shall not allow any claim for damages to any vehicle caused by such spraying operations.
- (d) When trees on private property are to be sprayed, the Forester shall notify the owner of such property and proceed in accordance with sub. (5)(c).

(7) SPECIAL ASSESSMENTS FOR TREE CARE AND ABATEMENT.

- (a) The cost of abatement of a public nuisance or spraying elm trees or elm wood at the direction of the Forester, if the nuisance tree or wood is located in a public park or on other public grounds, shall be borne by the Town.
- (b) The cost of abating a public nuisance or spraying elm trees or elm wood located on private premises or in the public right-of-way, when done at the direction and under the supervision of the Forester, shall be assessed to the property on which such nuisance tree or wood is located or which abuts on the public right-of-way in which such nuisance tree or wood is located, as follows:
  - 1. The Forester shall keep account of the cost of such work or spraying and the amount chargeable to each lot or parcel and shall report such work charges, the description of lands to which they are chargeable and the names and addresses of the owners of such lands to the Town Clerk on or before October 15 of each year.
  - 2. The Town Clerk shall mail notice of the amount of such final assessment to each owner of property assessed at his last known address, stating that, unless paid within 30 days of the date of the notice, such assessment shall bear interest at the rate of current lawful rate per annum and will be entered on the tax roll as a delinquent tax against the property; and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such assessment.
  - 3. The Town hereby declares that, in making assessments under this section, it is acting under its police power. No damages shall be awarded to any owner for the destruction of any diseased or infested elm tree or elm wood or part thereof.

(8) PROHIBITED ACTS. No person shall:

- (a) Transport any bark bearing elm wood, elm bark or elm material on public streets or highways or other public premises without first securing the written permission of the Forester.
- (b) Interfere with or prevent any act of the Forester or his agents or employees while they are engaged in the performance of duties imposed by this section.
- (c) Refuse to permit the Forester or his duly authorized representative to enter upon his premises at reasonable times to exercise the duties imposed by this section.
- (d) Permit any public nuisance to remain on any premises owned or controlled by him when ordered by the Forester to abate such nuisance.





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6 Items - (\$624.25)

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Item	Item Number	Price	Quantity	Add-ons
 <p><b>10' Top Capping for Wire Mesh Partition</b>                      GlobalIndustrial.com                      Shipping: Ships same day.</p> <p><a href="#">Delete</a>   <a href="#">Keep for Later</a></p>	T9F603146	\$19.50	1	
 <p><b>Channel Stiffener Post - 10'</b>                      GlobalIndustrial.com                      Shipping: Ships same day.</p> <p><a href="#">Delete</a>   <a href="#">Keep for Later</a></p>	T9F603347	\$56.95	2	
 <p><b>Wire Mesh Panel - 4x10</b>                      GlobalIndustrial.com                      Shipping: Ships same day.</p> <p><a href="#">Delete</a>   <a href="#">Keep for Later</a></p>	T9F603328	\$126.95	2	
 <p><b>Wire Mesh Hinged Door - 10x3</b>                      GlobalIndustrial.com                      Shipping: Ships same day.</p> <p><a href="#">Delete</a>   <a href="#">Keep for Later</a></p>	T9F603334	\$236.95	1	

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**Subtotal (6 Items)**  
**\$624.25**

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Zip Code: 53018

Ship Method: GROUND

Item : \$624.25

Shipping: \$283.33

Total does not include tax

**Total: \$907.58**

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Shipping charges are based upon weight, dimensions, distance traveled and type of shipping service you specify (ground, next day, second day).

All shipments are F.O.B. shipping point. Shipping method is determined by size and weight of each item. Items of differing size and weight may ship independently, by different methods, even if ordered together. Items that are too large or too heavy for UPS will be shipped motor freight. Someone must be present to accept truck deliveries. Standard truck delivery is to a facility with a dock designed to receive freight. Twenty-four hour notification, residential deliveries, lift gate, or inside deliveries are available each with an additional charge.

To view shipping charges, use the Shipping Calculator featured in the Shopping Cart. Unless otherwise stated, freight and shipping fees will be charged for shipments to anywhere in the contiguous United States, using a carrier of our choice. Other terms apply to Alaska, Hawaii, Puerto Rico, and export orders. Any extra charges incurred for additional services, such as customer's carrier or special handling by the carrier, must be paid by the consignee. Items backordered from an order qualifying for prepaid shipping charges will be shipped prepaid. Title and risk of loss pass to the customer upon tender of shipment to the carrier. Certain restrictions apply to Free Shipping promotions. These include use of our choice of carriers and shipping methods as well as other limitations.

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 Wire Mesh Hinged Door - 10x3  
**\$236.95**

Qty:  Add





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Alternate #1 – Add Caster Base to Rack

ADD \$238.00 plus tax to the base bid.

Accepted \_\_\_\_\_ Initials

Alternate #2 – Add Plexiglass Door to Rack

ADD \$634.00 plus tax to the base bid.

Accepted \_\_\_\_\_ Initials

Alternate #3 – Add Mesh Vented Door to Rack

ADD \$433.00 plus tax to the base bid.

Accepted \_\_\_\_\_ Initials







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## Terms and Conditions

Signature of proposal or receipt of customer purchase order binds client to the following terms and conditions.

### **Peace of Mind BSI AV Warranty**

- All work is warranted by BSI (Building Service, Inc.) to be free from defects in materials or workmanship for a period of twelve (12) months from date of delivery /or substantial completion, or for the length of manufacturers stated warranty (whichever is longest, for parts only, labor is for 12 months only). No agent or representative of BSI is authorized to make any additional representations or warranties unless in writing and made part of these terms and conditions of sale.

### **System Design Goals**

There are two primary principles which determine the content of your system.

- First, we create a system design that precisely matches your individual needs and wants for video, sound and styling.
- Second, we make every attempt to ensure that the system is as easy to operate as possible, so it will be used and enjoyed more often than a system that is complicated and difficult to use.
- With this in mind, we have recommended a combination of components that will provide the highest level of performance with a minimum amount of user operation. You are assured of receiving the maximum value for your investment.

### **Optimum Performance and Seamless Integration**

- Your system has been carefully engineered to blend with the architecture and interior decor of your home or office, while providing the best possible performance. Our system designer will work with yours or BSI's architect (if part of contract scope), interior decorator, builder or cabinetmaker to assure that the system installation meets their and your aesthetic requirements.

### **Installation, Services and Responsibilities**

- Supervise all phases of the installation
- Review blueprints of equipment cabinetry, for proper dimensions, ventilation and wire management.
- Coordinate work performed by other trades, such as electrical service requirements, carpentry, etc.
- Exclusions: Not included in the scope of work unless called for in Attachment 1, or included in a separate BSI construction/electrical contract:
  - All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
  - Concrete saw cutting and/or core drilling
  - Fire wall, ceiling, roof and floor penetration
  - Necessary gypsum board replacement and/or repair
  - Necessary ceiling tile or T-bar modifications, replacements and/or repair
  - Structural support of equipment \*BSI is not responsible for building related vibrations
  - All millwork (moldings, trim, cut outs, etc.)
  - Patching and Painting
  - Permits (unless specifically provided for and identified within the contract)
  - Unless otherwise stated the pricing in this agreement does not include prevailing wage or union labor
  - Unless specifically noted lifts and scaffolding are not included.

### **End User Training Included**

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components

### **Assumptions**

- The room(s) match(es) the drawings provided
- Site preparation by the Customer and their contractors includes electrical and data placement per BSI specification, if BSI is not providing electrical and data placements.
- Customer communication of readiness will be considered accurate and executable by BSI project manager.
- If Customer furnished equipment and existing cabling is to be used, BSI assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before BSI integration begins. BSI





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will not be responsible for testing the LAN connections.

- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- A documented Change Control process will be used when possible - the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders.

#### Delays

- If delivery cannot be made as scheduled (due to non-BSI related conditions) buyer will pay any applicable warehousing and redelivery charges. The product will be made available for inspection at the designated storage facility and will be invoiced according to original schedule and payment terms.
- Rescheduling and redeployment of BSI technicians due to unacceptable site preparation may cause scheduling delays and Customer will be charged a re-mobilization fee to offset the lost time due to the lack of readiness.

#### Safety & Storage

- Purchaser agrees to furnish a safe place for storage of BSI supplies and equipment as well as all furnishings and materials, described herein. In addition, supply without cost; necessary light, heat, power, elevator service and a safe environment for BSI and its associates. BSI associates shall be informed by the owner of all hazardous substances which they may come in contact with at the site.
- The site shall be clean, clear and free of debris prior to commencement of work. Adequate facilities for off-loading, staging, moving and handling shall be provided.
- After arrival at site, any loss or damages by weather, fire or other elements, other trades or buyers' personnel shall be the responsibility of the buyer. Purchaser must notify BSI, in writing, of any claim for damages to goods within 3 days of delivery. In the event of damages BSI reserves the right to repair damaged product or replace the item as deemed appropriate by BSI.

#### Asbestos/Mold

- In the event it shall be determined or found during the course of BSI's performance of this contract that there is asbestos or mold in the area of the work being so performed, it is understood and agreed that BSI shall discontinue its work until such time as the asbestos or mold is removed by owner and/or general contractor with whom this contract is being made. In the event the asbestos or mold is not so removed, or other suitable arrangements are not made, this contract shall then terminate, and BSI shall then be paid for the work performed by it up to the time of the termination of its performance. BSI shall not be responsible for the removal, cost of removal or the cost of any construction delays which shall be caused, incurred and/or sustained by reason of the presence of asbestos or mold on the subject premises.
- After asbestos containing materials or mold has been removed by a qualified abatement contractor, the owner shall provide BSI with a written air clearance sample results (as determined by laboratory analysis) that are no greater than 0.01 fibers per cubic centimeter as analyzed by phase contrast microscopy or as accepted by EPA transmission electron microscopy clearance standard.

#### Changes

- All change orders or proposals for additional work must be signed before work will commence. No credit allowance shall be made for alterations, unless such credit or allowance has been agreed to by BSI in writing.
- All additions, amendments, or changes of any manner whatsoever, subsequent to this contract, shall be now and at all times subject to the provisions, restrictions, limitations, conditions and remedies provided for in this contract, whether or not such orders, additions, amendments or changes be evidenced by further writings.
- In the event a cancellation must be made after this proposal is approved and submitted by the purchaser to BSI, it is understood and agreed that BSI will be paid for materials ordered, all stock inventory and all work already accomplished on the project to date of cancellation, as well as all manufacturer cancellation/change penalties.

#### Prime Contractor

- Where BSI is Prime Construction Contractor the following notice is hereby given in accordance with Sec. 779.02(2) of the Statutes of the State of Wisconsin, to wit:

"AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BSI HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR AND MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BSI, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID."





**LL Conference Room Rack**

*BSI will relocate the equipment rack from its current location to the opposite side of the wall. The client will provide an electrical outlet in the new rack location. BSI has also included budgetary options to add a door (vented or plexiglass) and a rolling caster base. A technician will stop by to verify the model of the rack prior to ordering to confirm the door and casters quoted will fit if these options are selected.*

**Labor**



1 **BSI Custom Installation**



1 **BSI Project Management**

**Misc. Parts**



1 **BSI Misc Parts** \$200.00

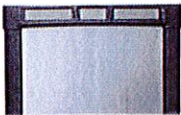
**Racking**

\* Price Includes Accessories

**Additional Options**



1 **Middle Atlantic CBS-BGR** \$238.00  
Caster kit w/ hardware



1 **Middle Atlantic PFD-25A** \$634.00  
Curved plexiglass front door for 25 space BGR series rack, black finish



1 **Middle Atlantic VFD-25A** \$433.00  
Vented Front Door, 25 RU Racks, Curved

\* Price Includes Accessories

## Project Summary

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<b>Equipment:</b>	<b>\$200.00</b>
<b>Installation Labor:</b>	<b>\$2,205.00</b>
<b>Sales Tax:</b>	<b>\$122.66</b>
<b>Grand Total:</b>	<b>\$2,527.66</b>

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\* Price Includes Accessories

Presented By: Building Service Inc

Project Name: 109397 Equipment Rack Relocation

Project No.:109397

7/1/2019

Page 3 of 3



JUL 23 2019

RECEIVED

JUL 18 2019

Town of Delafield



TOWN OF DELAFIELD  
W302N1254 Maple Avenue, Delafield, WI 53018  
Tel: (262) 646-2398 Fax: (262) 646-8687  
www.townofdelafield.org

ITEM # 9E PAGE 1 of 3

**BARTENDER / OPERATOR LICENSE APPLICATION**

To serve fermented malt beverages/intoxicating liquors in the Town of Delafield

For license period ending 6/30/2020

**Applicant Information**

Applicant's Full Name April Michelle Fossum  
Date of birth \_\_\_\_\_ Check One:  Male  Female  
Phone Number 262-599-2173 Email aprilfossum@yahoo.com  
Home Address 18635 W. Greenfield Ave  
City, State & Zip New Berlin WI 53146

**Violations**

- ✓ I understand that failure to list all violations may result in the rejection of this application. MF (please initial)
- Have you ever been arrested, cited or convicted of charges related to activities performed while bartending?  Yes  No
  - Have you had any arrests, charges or citations related to controlled substance or involving alcoholic beverages?  Yes  No
  - Have you ever been convicted of a felony?  Yes  No
- \*If you answered yes to any questions above, please provide date and details: 5/8/2011 - OWI West Allis WI
4. List all arrests, convictions, dismissals and pending cases from age 18 to present below (do not include speeding and parking violations).

Violation	City	Date
Ticket - No Drivers license on person	Oconomowoc	8 <sup>th</sup> 10/2018
Ticket - Drive Sister's truck she didn't have car insurance -	Menomonee Falls	Summer 2016

\*(List additional offenses on back of form)

**Employment**

Place of Employment as a bartender or seller of alcohol: Sea Board 1126 W30227 Maple Ave Pewaukee WI 53072

**Applicant Signature**

I, the undersigned do hereby make application to the Town of Delafield for an Operator's License to serve fermented malt beverages and intoxicating liquors subject to Wisconsin Statutes and Town of Delafield Ordinances.

I give the Town of Delafield permission to conduct a background check to verify the information I have provided and authorize the release of all information regarding my record.

Signature April Fossum Date 7/8/2019



STATE OF WISCONSIN  
DEPARTMENT OF JUSTICE

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Request Date: 7/11/2019

Report Date: 7/11/2019

This criminal background check was performed by searching the following data submitted to the Crime Information Bureau

Name: **FOSSUM, APRIL**

Date of Birth:

Alias Names:

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**NOTICE TO EMPLOYERS**

It may be a violation of state law to discriminate against a job applicant because of an arrest or conviction record. Generally speaking, an employer may refuse to hire an applicant on the basis of a conviction record only if the circumstances of the offense for which the applicant was convicted substantially relate to the circumstances of the particular job. For more information, see [Statute 111.335](#) and the Department of Workforce Development's publication, Arrest and Conviction Records Under the Law.

Before you make a final decision adverse to an applicant based on the following arrest record, in addition to any other opportunity you offer the applicant to explain the following arrest record, please notify the applicant of:

1. His or her right to challenge the accuracy and completeness of any information contained in a arrest record, and
2. The process for submitting a challenge

The applicant should submit his or her challenge to CIB on Form DJ-LE-247. Form DJ-LE-247 is available free of charge on [The Department of Justice website](#) or by calling (608) 266-7314. A challenge may include a request for comparison of the fingerprints of the person submitting the challenge to the fingerprints on file that are associated with the Wisconsin arrest record below.

**NO RECORD FOUND**

An arrest record search based only on a name, date of birth, and other identifying data that is not unique to a particular person (like "sex" or "race") may result in:

1. Identification of criminal history records for multiple persons as potential matches for the identifying data submitted, or
2. Identification of an arrest history record belonging to a person whose identifying information is similar in some way to the identifying data that was submitted to be searched, but is not the same person whose identifying data was submitted for searching. The Crime Information Bureau



(CIB) therefore cannot guarantee that the response below pertains to the person in whom you are interested without a fingerprint submission.

Based on the above identifying data provided for this search, no matching Wisconsin arrest records were found at this time. These search results do not preclude an individual from having an arrest record at a local law enforcement agency that was not reported to the Department of Justice or in another state, or juvenile records that are confidential by law. The results of this search are effective and current for the date of this search only. A new search should be submitted if an updated response is needed at a later time.

2018 TOWN OF DELAFIELD  
ALCOHOL PERMIT FOR TOWN PARK FACILITIES

Request for use of alcohol under the provisions of §9.09(2), Town of Delafield Code.

The user shall submit a \$100.00 security deposit along with this application. This form is sent to the Town Board separately from the main application for review and approval or denial; therefore, all areas must be completed.

(PLEASE PRINT)

DATE OF PROPOSED USE: 07/28/19 TIME OF PROPOSED USE: 1:00pm TO 6pm **AGENDA ITEM**

PROPOSED USE: Kids Birthday Party

JUL 23 2019

NUMBER OF PEOPLE (TOTAL): 50 NUMBER 21 YEARS AND OVER: 40

ITEM # 8F PAGE 1 of 2

ALCOHOLIC BEVERAGES TO BE SERVED: Beer/wine

METHOD OF SERVING ALCOHOLIC BEVERAGES: (SELF-SERVE, BARTENDER, WITH MEAL, ETC.):

Self Serve

METHOD OF CHECKING IDS: Family

WILL THERE BE A CHARGE FOR THE ALCOHOLIC BEVERAGES? Y  N  
IF YES, HAS A TOWN OF DELAFIELD ALCOHOL BEVERAGE LICENSE BEEN OBTAINED? Y  N  
IF YES, LICENSEE, \_\_\_\_\_, LICENSE # \_\_\_\_\_, EXPIRATION DATE \_\_\_\_\_

WILL FOOD BE PROVIDED?  Y  N IF YES, PLEASE DESCRIBE? Snacks and Lunch  
IF YES, WILL THERE BE A CHARGE?  Y  N

**Applicant/Person Responsible:**

Name: Sarah Stacey

**Organization: (If any)**

Name: \_\_\_\_\_

Address: 203 Huntington Rd  
Delafield WI 53018

Address: \_\_\_\_\_

Phone: 202-510-8103 Date of Birth 09/17/85

Phone: \_\_\_\_\_

Signature: Sarah Stacey

Authorized Signature: \_\_\_\_\_

Dated: 07/16/19

Dated: \_\_\_\_\_

FOR OFFICE USE ONLY

AGE VERIFICATION BY \_\_\_\_\_ TOWN ALCOHOL BEVERAGE LICENSE CHECKED BY \_\_\_\_\_

TOWN BOARD APPROVAL  Y  N DATE \_\_\_\_\_, 20\_\_



# Town of Delafield Application for Park Shelter and/or Field Rental Reservation

**Submission of this form constitutes acknowledgement and acceptance of the conditions and regulations within this application and agreement for private use of Town of Delafield Park facilities.**

Name of Applicant/Person Responsible: Sarah Stacey

Name of Organization (if any): \_\_\_\_\_

Address: 203 Huntington Rd Delafield Email: Sstacey0924@gmail.com

Phone: 262-510-8603 Cell Phone: \_\_\_\_\_ Authorized Signature: Sarah Stacey

### **Park Shelter Reservation** (Minimum of 2 week prior notice required for park shelter rental)

Name of Park Requested:  Sports Commons (grills & electricity)  Elmhurst (grills & electricity)

Date of Proposed Use: 07/28/19 Estimated number of people: 50 Time

of proposed use: From: 11:30 am to 10 pm (include time for set-up and clean-up)

Number of People	Park Rental Fee	Additional Non-Resident Fee	Sales Tax (Multiply Rental Fee X \$0.051)	Total Paid for Rental	Security Deposit	Alcohol Permit Deposit
0-50	\$50.00	\$20.00	<del>2.55</del> 2.55	52.55	\$100.00	\$100.00
51-100	\$75.00	\$20.00			\$100.00	\$100.00
Over 100	\$100.00	\$20.00			\$100.00	\$100.00

### **Field Rental Reservation** (Minimum of 2 week prior notice required for field rental)

Date/Time requested: (example: 6/20 / 6 p.m.)

\_\_\_\_/\_\_\_\_/\_\_\_\_    \_\_\_\_/\_\_\_\_/\_\_\_\_    \_\_\_\_/\_\_\_\_/\_\_\_\_    \_\_\_\_/\_\_\_\_/\_\_\_\_    \_\_\_\_/\_\_\_\_/\_\_\_\_

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Field Type	Field Specifications  Base Length (circle one)	Fee per Game	Fee per Game	Total Games	Fee per Practice	Total Practices	Sales Tax *** (Multiply Rental Fee X \$.051)	Total Due plus \$100 Team Deposit**
		Weekday	Weekends and Holidays					
<u>Baseball Field</u> Sports Commons	80', 90'	\$75.00	\$100.00		\$50.00			
<u>Youth Baseball Field</u> Sports Commons	60', 70'	\$75.00	\$100.00		\$50.00			
<u>Softball Field</u> Del-Town	50', 60', 65'	\$75.00	\$100.00		\$50.00			
<u>Soccer Field</u> Sports Commons	Grass Field	\$20.00	\$20.00		\$20.00			

\*Field Prep: Dragging, base positioning, and lining field per specifications given for team (weather permitting) \*\*Team Deposit: \$100 per team \*\*\*If you are tax exempt, please enclose a copy of your tax exemption form with your application.

**Please return rental agreement with checks (made payable to: Town of Delafield) to:**  
Town of Delafield, W302N1254 Maple Ave., Delafield, WI 53018-7000 a minimum of 2 weeks prior to rental date.

Approved by: \_\_\_\_\_

Amount Paid: \$ \_\_\_\_\_

2018 TOWN OF DELAFIELD  
ALCOHOL PERMIT FOR TOWN PARK FACILITIES

JUL 23 2019

Request for use of alcohol under the provisions of §9.09(2), Town of Delafield Code. ITEM # 86 PAGE 1 of 2

The user shall submit a \$100.00 security deposit along with this application. This form is sent to the Town Board separately from the main application for review and approval or denial; therefore, all areas must be completed.

(PLEASE PRINT)

DATE OF PROPOSED USE: 08-03-2019 TIME OF PROPOSED USE: 12:00pm TO 8:00pm

PROPOSED USE: BIRTHDAY PARTY

NUMBER OF PEOPLE (TOTAL): 45 NUMBER 21 YEARS AND OVER: 30

ALCOHOLIC BEVERAGES TO BE SERVED: BEER, WINE

METHOD OF SERVING ALCOHOLIC BEVERAGES: (SELF-SERVE, BARTENDER, WITH MEAL, ETC.):

SELF-SERVE, WITH MEAL

METHOD OF CHECKING IDS: ON PERSON

WILL THERE BE A CHARGE FOR THE ALCOHOLIC BEVERAGES? Y  N  
IF YES, HAS A TOWN OF DELAFIELD ALCOHOL BEVERAGE LICENSE BEEN OBTAINED? Y  N  
IF YES, LICENSEE, \_\_\_\_\_, LICENSE # \_\_\_\_\_, EXPIRATION DATE \_\_\_\_\_

WILL FOOD BE PROVIDED?  Y  N IF YES, PLEASE DESCRIBE? BBA  
IF YES, WILL THERE BE A CHARGE? Y  N

**Applicant/Person Responsible:**

Name: KATHERINE CZAPLEWSKI

**Organization:** (If any)

Name: \_\_\_\_\_

Address W323 SILVER MORRIS VIEW DR.

Address: \_\_\_\_\_

DELAFIELD, WI 53018

\_\_\_\_\_

Phone: 414-279-1944 Date of Birth 08-19-1991

Phone: \_\_\_\_\_

Signature: Katherine Czaplewski

Authorized Signature: \_\_\_\_\_

Dated: 07-16-2019

Dated: \_\_\_\_\_

FOR OFFICE USE ONLY

AGE VERIFICATION BY \_\_\_\_\_ TOWN ALCOHOL BEVERAGE LICENSE CHECKED BY \_\_\_\_\_

TOWN BOARD APPROVAL Y  N DATE \_\_\_\_\_, 20\_\_





# Town of Delafield Application for Park Shelter and/or Field Rental Reservation

Submission of this form constitutes acknowledgement and acceptance of the conditions and regulations within this application and agreement for private use of Town of Delafield Park facilities.

Name of Applicant/Person Responsible: KATHERINE CZAPLEWSKI

Name of Organization (if any): \_\_\_\_\_

Address: W32351600 MORaine VIEW DR. DELAFIELD, WI 53018 Email: Katrcw1@live.com

Phone: \_\_\_\_\_ Cell Phone: 414-217-9194 Authorized Signature: \_\_\_\_\_

## Park Shelter Reservation (Minimum of 2 week prior notice required for park shelter rental)

Name of Park Requested:  Sports Commons (grills & electricity)  Elmhurst (grills & electricity)

Date of Proposed Use: 08-03-2019 Estimated number of people: 45 Time of proposed use: From: 12:00 to 9:00pm (Include time for set-up and clean-up)

Number of People	Park Rental Fee	Additional Non-Resident Fee	Sales Tax (Multiply Rental Fee X .051)	Total Paid for Rental	Security Deposit	Alcohol Permit Deposit
0-50	\$50.00	\$20.00	2.55	52.55	\$100.00	\$100.00
51-100	\$75.00	\$20.00			\$100.00	\$100.00
Over 100	\$100.00	\$20.00			\$100.00	\$100.00

## Field Rental Reservation (Minimum of 2 week prior notice required for field rental)

Date/Time requested: (example: 6/20 / 6 p.m.)

\_\_\_/\_\_\_/\_\_\_    \_\_\_/\_\_\_/\_\_\_    \_\_\_/\_\_\_/\_\_\_    \_\_\_/\_\_\_/\_\_\_    \_\_\_/\_\_\_/\_\_\_    \_\_\_/\_\_\_/\_\_\_  
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Field Type	Field Specifications Base Length (circle one)	Fee per Game Weekday	Fee per Game Weekends and Holidays	Total Games	Fee per Practice	Total Practices	Sales Tax (Multiply Rental Fee X .051)	Total Due plus \$100 Team Deposit**
<u>Baseball Field</u> Sports Commons	80', 90'	\$75.00	\$100.00		\$50.00			
<u>Youth Baseball Field</u> Sports Commons	60', 70'	\$75.00	\$100.00		\$50.00			
<u>Softball Field</u> Del-Town	50', 60', 65'	\$75.00	\$100.00		\$50.00			
<u>Soccer Field</u> Sports Commons	Grass Field	\$20.00	\$20.00		\$20.00			

\*Field Prep: Dragging, base positioning, and lining field per specifications given for team (weather permitting) \*\*Team Deposit: \$100 per team  
 \*\*\*If you are tax exempt, please enclose a copy of your tax exemption form with your application.

**Please return rental agreement with checks (made payable to: Town of Delafield) to:**

Town of Delafield, W302N1254 Maple Ave., Delafield, WI 53018-7000 a minimum of 2 weeks prior to rental date.

Approved by: \_\_\_\_\_

Amount Paid: \$ 252.55