



## A PERFECT ENVIRONMENT

Residential      Recreational      Responsible

**Chair**  
Ron Troy  
**Supervisors**  
Edward Kranick  
Steve Michels  
Joe Woelfle  
Magalie Miller  
**Administrator**  
Dan Green

### LIQUOR LICENSE TRANSFER AGREEMENT

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

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

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

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

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

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

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

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

**WHEREAS**, The Town wishes to transfer one (1) allocated "Class B" reserve combination license to the City to be issued by the City to Los Paise, LLC d/b/a Contento, located at 627 Genesee Street in the City of Delafield;

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

1. Licenses. The Town agrees to transfer to the City on the terms hereinafter stated, one (1) "Class B" reserve combination license, (hereinafter individually referred to as "License"). The City further acknowledges and agrees that the License will be in excess of its allotted quota as set by Wisconsin Statutes and that all requirements of state law shall apply to issuance of the License.
2. Compensation. The total transfer fee to be paid by the City to the Town for the License is the amount of Twenty-Five Thousand Dollars (\$25,000.00) per License for a total transfer fee of Twenty-Five Thousand Dollars (\$25,000.00) ("Transfer Fee"). The Transfer Fee shall be paid in a form acceptable to the Town and shall be paid immediately upon issuance of License by the City.

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

**To Town:** Town of Delafield W302N1254 Maple Avenue Delafield, Wisconsin, 53018

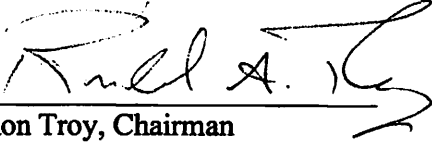
**To City:** City of Delafield 501 Genesee Street, Delafield, WI 53018

10. Notice shall be deemed delivered (a) in the case of personal delivery, on the date when personally delivered; or (b) in the case of certified or registered mail, on the date when deposited in the United States mail with sufficient postage to affect such delivery. Either party may change the address to which notice must be given by delivery of written notice to the other party in accordance with this Section.
11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

12. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

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

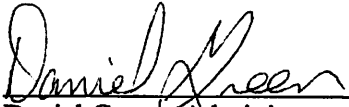
**TOWN OF DELAFIELD**



Ron Troy, Chairman

9/29/2022

Date



Daniel Green, Administrator

9/29/2022

Date

**CITY OF DELAFIELD**

Kent Attwell, Mayor

Date

Tom Haffner, Administrator

Date