



A PERFECT ENVIRONMENT

Residential Recreational Responsible

Chair
Ron Troy
Supervisors
Pete Van Horn
Edward Kranick
Christie Dionisopoulos
Billy Cooley
Clerk/Treasurer
Dan Green

**TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING
TUESDAY, FEBRUARY 25, 2020 - 6:30 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 Minutes:
 - A. February 4, 2020 Town Board Minutes
5. Action on vouchers submitted for payment:
 - A. Report on budget sub-accounts and action to amend 2019 budget
 - B. Report on budget sub-accounts and action to amend 2020 budget
 - C. 1) Accounts payable; 2) Payroll
6. Communications (*for discussion and possible action*)
 - A. Letter from Pat Leverence regarding potential detachment of property into the Town of Delafield.
 - B. Public hearing notice from the Village of Summit for a proposed amendment to their Land Use Plan on Thursday, March 12, 2020.
 - C. Joint Public Hearing with Waukesha County and Delafield Plan Commission regarding HAWS Conditional Use Permit on Tuesday, March 3, 2020.
 - D. Update from Supervisor Cooley on discussions between Delafield Fire Department and Lake Country Fire.

7. Unfinished Business
 - A. Discussion and possible action on concern re: condition of property at S1W31448 Hickory Hollow Ct.
 - B. Discussion and possible action on code enforcement options for the property located at N14W28109 Silvernail Rd.
8. New Business
 - A. Discussion and possible action on a Temporary Class "B" License to the Church of the Resurrection for the Faithful Youth Inc. Fundraising Dinner on April 4, 2020.
 - B. Discussion and possible action on renewal of the Department of Natural Resources fire suppression agreement.
9. Announcements and Planning items
 - A. Plan Commission Meeting – Tuesday, March 3, 2020 @ 6:30 pm
 - B. Town Board Meeting – Tuesday, March 10, 2020 @ 6:30 pm
 - C. Town Board Meeting – Tuesday, March 24, 2020 @ 6:30 pm
 - D. Spring Election and Presidential Preference – Tuesday, April 7, 2020
10. Adjournment



Dan Green
Town of Delafield 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.

ITEM 4a**TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING
February 11, 2020 @ 6:30 PM**

Members Present: Supervisor Kranick, Supervisor Van Horn, Supervisor Cooley and Supervisor Dionisopoulos. Also present was Clerk/Treasurer Dan Green, Engineer Tim Barbeau, and Building Inspector Dave Hendrix.

Members Absent: Chairman Troy

First order of business: Call to Order
Supervisor Kranick called the meeting to order at 6:30 p.m.

Second order of business: Pledge of Allegiance
Supervisor Kranick led all in the Pledge of Allegiance.

Third order of business: Citizen Comments
Kettle Moraine School District Superintendent Patricia Deklotz and John Stellmacher spoke the Board about the upcoming referendum in April. Superintendent Deklotz reviewed some communications that explained where the money would and how they used feedback from last year to strategize how to market the referendum this year. She introduced Mr. Stellmacher who joined Kettle Moraine in July, 2020. He explained he has a background with the Hartford school system and served 13 years as the school administrator. He explained how much the school district is looking for over the next three years and what the annual cost per year would be. In the case of a home valued at \$300,000, the increase would be \$45 per year and \$60 per year on a \$400,000 home.

Fourth order of business:
A. Approval of January 28, 2020 Town Board Minutes

MOTION MADE BY SUPERVISOR COOLEY TO APPROVE THE MINUTES AS PRESENTED BY THE CLERK. SUPERVISOR DIONISOPOULOS SECONDED. MOTION CARRIED UNANIMOUSLY.

Fifth order of business: Action on vouchers submitted for payment:
A. Report on budget sub-accounts and action to amend 2019 budget
B. Report on budget sub-accounts and action to amend 2020 budget
C. 1) Accounts payable; 2) Payroll

Accounts Payable

MOTION MADE BY SUPERVISOR DIONISOPOULOS TO APPROVE THE CHECKS #62840 - #62842, #62851-62853 AND #62900-62946 IN THE AMOUNT OF \$244,095.19. SECONDED BY SUPERVISOR COOLEY. MOTION CARRIED UNANIMOUSLY.

Payroll

MOTION MADE BY SUPERVISOR DIONISOPOULOS TO APPROVE THE PAYROLLS DATED FEBRUARY 7, 2020 IN THE AMOUNT OF \$33,303.10. SECONDED BY SUPERVISOR COOLEY. MOTION CARRIED UNANIMOUSLY.

Sixth order of business: Communications (for discussion and possible action)
A. Letter from Charles Winter and Clifford Brooks regarding Hartland Sportsman's Club
B. Letter from the Department of Administration regarding the proposed Border Agreement between Lisbon and Lannon.
C. Lake Country Municipal Court Annual Report for the year ending 2019.

Seventh order of business: Unfinished Business

- A. Discussion and possible action on concern re: condition of property at S1W31448 Hickory Hollow Ct. – Engineer Barbeau explained the history of the property and how he has tried getting compliance from the homeowner to this point. The letter sent was returned undeliverable and he tried reaching out to a

company called Safeguard who is contracted by the mortgage company. He continued that the property is in violation of our ordinance related to storing junk vehicles and the site maintenance ordinance. He explained that Dave Hendrix and Dan Green have been in discussions on creating a new process which would involve the police department issuing citations. Captain Marc Moonen explained that the County Sherriff's Office could issue a citation so long as the Town's Ordinance was integrated into their software. After the citation is served, there would be court proceedings to follow. A neighbor of the property stated that the property manager has been stopping by every other week to make small improvements on the property and is slowly cleaning it up.

- B. Discussion and possible action on code enforcement options for the property located at N14W28109 Silvernail Rd.

Engineer Barbeau explained the property has a lot of junk in front of their property including an RV and two vehicles sitting out. He explained since the Town would like to move forward with changing the code enforcer, the keeping in compliance aspect may transfer to Dave Hendrix given the outcome of the meeting. He also referenced the previous item's discussion on changing violation citations moving forward.

Eighth order of Business: New Business

- A. Discussion and possible action on Operator's License for the period of 7/1/18 to 6/30/20:
Todd Jones – Kim's Lakeside.

MOTION BY SUPERVISOR COOLEY TO APPROVE OPERATOR'S LICENSE FOR THE PERIOD OF 7/1/18 TO 6/30/20: TO TODD JONES – KIM'S LAKESIDE. SECONDED BY SUPERVISOR DIONISOPOULOS. MOTION CARRIED UNANIMOUSLY.

- B. Discussion and possible action on a contract with SAFEbuilt for inspection and code enforcement services.

Building Inspector Dave Hendrix explained the contract is similar to what was discussed between Chairman Troy, Supervisor Kranick and Administrator Green. He also explained the hours in the contract can be flexed and with a new system of enforcement being written, the time spent on enforcement will be much less. Administrator Green reviewed the logistics of the contract and made changes that the Town Attorney recommended regarding proof of insurance, hold harmless language and an additional exhibit related to open record laws.

MOTION BY SUPERVISOR COOLEY TO APPROVE A CONTRACT WITH SAFEUILT FOR INSPECTION AND CODE ENFORCEMENT SERVICES CONTINGENT ON THE COMMENTS FROM THE TOWN ATTORNEY. SECONDED BY SUPERVISOR DIONISOPOULOS. MOTION PASSED UNANIMOUSLY.

- C. Discussion and possible action to adopt Resolution 20-637, A Resolution to amend the Town of Delafield fee schedule relating to building inspection fees, Right-of-way permit fees and liquor license fees.

Administrator Green reviewed three liquor related licenses he asked to be raised to the current standard in the area. He also reviewed a right-of-way permit fee which is consistent with all municipalities in the area. Building Inspector Dave Hendrix reviewed the fee comparison chart and explained that the building fees in the Town have not been changed in 15 years. The proposed changes would put the Town at the same rate as everyone else. He explained the Town is losing money just by not updating their fee schedule (\$40,000 last year).

MOTION BY SUPERVISOR VAN HORN TO ADOPT RESOLUTION 20-637, A RESOLUTION TO AMEND THE TOWN OF DELAFIELD FEE SCHEDULE RELATING TO BUILDING INSPECTION FEES, RIGHT-OF-WAY PERMIT FEES AND LIQUOR LICENSE FEES. SECONDED BY SUPERVISOR DIONISOPOULOS. MOTION PASSED UNANIMOUSLY.

- D. Discussion and possible action to adopt Ordinance 2020-03, an Ordinance to repeal and re-create Section 14.05 of the Town of Delafield Municipal Code, concerning Occupancy and Ditch Bonds.

Administrator Green explained this was to clean up the remaining bonds that are beyond their time to be claimed by the builder. This amendment creates a policy where the Town retains all bond monies not claimed 3 years after the issuance of the building permit.

MOTION BY SUPERVISOR COOLEY TO ADOPT ORDINANCE 2020-03, AN ORDINANCE TO REPEAL AND RE-CREATE SECTION 14.05 OF THE TOWN OF DELAFIELD MUNICIPAL CODE, CONCERNING OCCUPANCY AND DITCH BONDS. SECONDED BY SUPERVISOR DIONISOPOULOS. MOTION PASSED UNANIMOUSLY.

Ninth order of Business: Announcements and Planning items:

- A. Zoning Code Amendment Joint Public Hearing – Monday, February 17, 2020 @ 6:30 pm
- B. Spring Primary Election – Tuesday, February 18, 2020
- C. Board of Appeals – Wednesday, February 19, 2020 @ 6:30 pm
- D. Park and Planning Commission Public Hearing Waukesha County –Thurs, February 20, 2020 @ 1:00 pm
- E. Special Plan Commission Meeting – Monday, February 24, 2020 @ 6:30 pm
- F. Town Board Meeting – Tuesday, February 25, 2020 @ 6:30 pm
- G. Plan Commission Meeting – Tuesday, March 3, 2020 @ 6:30 pm
- H. Town Board Meeting – Tuesday, March 10, 2020 @ 6:30 pm

Tenth order of Business: Adjournment

SUPERVISOR COOLEY MADE A MOTION TO ADJOURN THE FEBRUARY 11, 2020 TOWN BOARD MEETING AT 7:10 PM. SECONDED BY SUPERVISOR DIONISOPOULOS. THE MOTION PASSED UNANIMOUSLY.

Respectfully submitted:

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

Minutes Approved:

ITEM 6a

*Pat Leverence
Lynndale Farm
N47 W28270 Lynndale Road
Pewaukee, WI 53072*

January 27, 2020

Mr. Ron Troy, Chairman
Town of Delafield
W302 N1254 Maple Avenue
Delafield, WI 53018-7000

Dear Mr. Troy:

My property on Lynndale Road is partially in the Town of Delafield and partially in the Town of Merton. I have been working on a plan to make this property more manageable in the event that I or my heirs would want to sell this property. At this time, I have no plans to sell, but would very much like to find a workable plan to combine both parcels of this property into the same Township.

Tim Barbeau indicated the most efficient and effective method to accomplish this would be to attach the Town of Merton parcel to the Town of Delafield parcel.

Therefore, if possible, I am requesting the Town of Merton parcel be attached to my property in the Town of Delafield. I would appreciate your input and a breakdown of the costs involved. I would also need to know the necessary steps to take to facilitate this proposal.

Thank you for your attention to this matter. I greatly appreciate any assistance you can offer.

Sincerely,


Pat Leverence

ITEM 6b



Village Hall, 567-2757
 Fax, 567-4115
 Highway Dept., 567-2422
 Police Dept., 567-1134
 Building Inspector, 490-4141

Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

PUBLIC HEARING NOTICE

VILLAGE OF SUMMIT, WISCONSIN

Thursday, March 12, 2020

Please be advised that the Village of Summit Village Board will be convening a public hearing on Thursday, March 12, 2020, at 6:30 p.m., at the Summit Village Hall located at 37100 Delafield Road, Summit, Wisconsin.

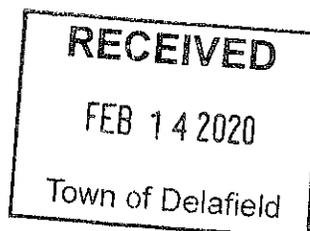
The purpose of this hearing is pursuant to Wisconsin Statutes 66.1001, to receive and respond to comments regarding a proposed amendment to the Village of Summit Master Plan 2020 to modify the land use for properties at 3620, 3630 and 3646 Sawyer Road, north of 34910 Pabst Road, and 3600 Hickory Lane from Residential 1.6-acre density to Institutional classification. The application also requests modification of 0.5-acres at 3647 Hickory Lane from Institutional classification to Single-family Residential 0.5-acre density classification. A map of the area and Plan Commission Resolution that will be considered at this hearing is attached to this notice. The Village Board may take action on the proposed amendment immediately following the hearing or at a future meeting date.

Information on this application is available for review at the Village of Summit Village Hall, 37100 Delafield Road, during regular business hours. For more information regarding this public hearing, please contact Henry Elling, Zoning Administrator, at the Summit Village Hall (262) 567-2757.

All interested parties will be heard.

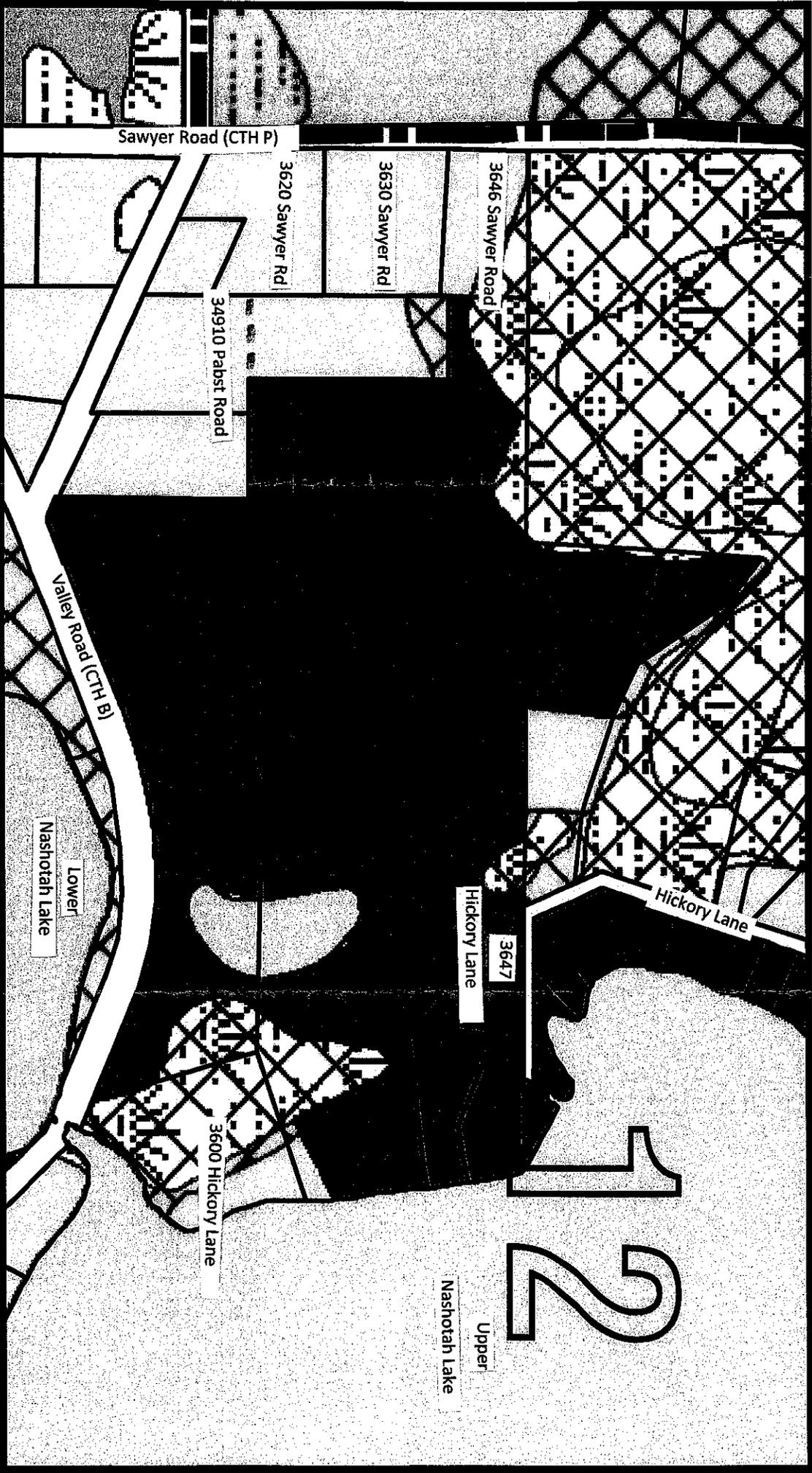
VILLAGE OF SUMMIT
 Henry Elling, Zoning Administrator

Published: Oconomowoc Enterprise February 12, 2020



Request to modify 3620, 3630 and 3646 Sawyer Road, north of 34910 Pabst Road, and 3600 Hickory Lane from Residential 1.6-acre density to Institutional classification.

The application also requests modification of 0.5-acres at 3647 Hickory Lane from Institutional to Single-family Residential 0.5-acre density classification.



PLAN COMMISSION OF THE
VILLAGE OF SUMMIT, WISCONSIN

RESOLUTION NO. _1_ - 2020

**RESOLUTION RECOMMENDING AN AMENDMENT TO
THE SUMMIT MASTER PLAN 2020**

WHEREAS, the Village of Summit, Waukesha County, Wisconsin, has established a Plan Commission pursuant to Sections 61.35 and Section 62.23 of Wisconsin Statutes upon incorporation on July 29, 2010; and

WHEREAS, Wisconsin State Statutes Section 62.23(1), (2) and (3) empowers the Village Plan Commission to recommend to the Village Board the adoption of a Comprehensive Plan for the physical development of the Village, along with Section 66.1001 of Wisconsin Statutes; and

WHEREAS, the Town Board adopted a Land Use Plan for the Village of Summit, also known as the *Summit Master Plan 2010*, in May, 2001. The Village Board requested an update and adopted the updated *Summit Master Plan 2020* on November 3, 2011; and

WHEREAS, the Village Board adopted Resolution #15-348, *A Resolution to Adopt a Public Participation Plan for Amendments to the Village Master Plan*, on May 7, 2015, to give direction on future application procedures for consideration; and

WHEREAS, Rogers Behavioral Health, Inc. has filed an application under Section 3(D)(11)(a) to amend the *Summit Master Plan 2020* to modify the designation of 10.64 acres of land at 3620, 3630, and 3646 Sawyer Road and 3600 Hickory Lane from the current Single-family Residential 1.6-acre density classification to the Institutional classification identified in Section 3(D)(11)(a) of the Plan; and

WHEREAS, the Village of Summit Plan Commission placed public comment on their January 16, 2020 agenda as required by Resolution #15-348; and

WHEREAS, the Village of Summit Plan Commission accepted the public comments and responded to the public comment by modifying the list of affected properties to include discussions on property at 34820 Pabst Road, northern portions of 34910 Pabst Road, and northern portions of 3647 Hickory Lane that are also owned by Rogers Behavioral Health; and

WHEREAS, the Village of Summit Plan Commission has completed their portions of the Public Participation Plan as adopted on May 7, 2015, including meetings to review the request and hear public comment on the proposal; and

WHEREAS, the Village of Summit Plan Commission finds that the requested land use amendment to the *Summit Master Plan 2020*, which is attached hereto and incorporated herein as

Exhibit A, is appropriate based on the specific language of Section 3(D)(11)(a) of the Plan that directs lands owned by Rogers Behavioral Health into the Institutional classification; and

WHEREAS, the Village of Summit Plan Commission further finds that the area at 3647 Hickory Lane intends to remain as Single-family Residential land use although currently owned by Rogers Behavioral Health and is therefore appropriate to change from the IN Institutional classification to the Single-family Residential 0.5-acre density classification in Section 3(D)(5) similar to adjacent residential properties.

WHEREAS, the Village of Summit Plan Commission finds that the description and designation of Institutional Development to be the appropriate designation of the property to serve the general purposes of guiding and accomplishing a coordinated, adjusted and harmonious development of the municipality which will, in accordance with existing and future needs, in the opinion of the Plan Commission best promote public health, safety, morals, order, convenience, prosperity for the general welfare, as well as efficiency and economy in the process of development; and

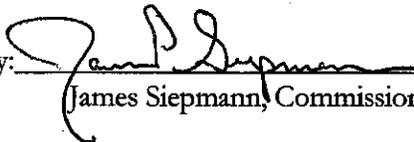
WHEREAS, the Village of Summit Plan Commission on January 16, 2020 modified and recommended the draft of the amendment for recommendation to the Board for adoption pursuant to Wisconsin Statutes Section 66.1001.

NOW, THEREFORE, BE IT RESOLVED by Village Plan Commission of the Village of Summit, Wisconsin that the amended *Summit Master Plan 2020 Map for Section 3(D)(11)(a)* attached hereto and incorporated herein by reference is hereby recommended for adoption.

BE IT FURTHER RESOLVED that action taken by the Village of Summit Plan Commission is recorded on the adopted Master Plan by the identifying signature of the Secretary.

Adopted and approved this 16th day of JANUARY, 2020.

VILLAGE OF SUMMIT PLAN COMMISSION

By: 
James Siepmann, Commission Chairman

By: 
Debra J. Michael, Commission Secretary

EXHIBIT A

Section 3 Land Use Recommendations

D. (11) Institutional Use**DEFINITION - Areas of governmental, educational, religious, or medical uses.**

- a. This land use includes all of the property owned by Rogers Memorial Hospital on Valley Road west of Upper Nashotah Lake. *** January 16, 2020 recommendation from the Village Plan Commission for mapping changes.*
- b. This land use includes 53 acres of land owned by Aurora Medical Group at the southeast corner of STH 67 and I-94.
- c. This land use includes approximately 63 acres of land operated by Oconomowoc Developmental Training Center southeast of Duck Lake and north of Genesee Lake Road.
- d. This land use includes all existing church properties in the Village.
- e. Future sites for these uses require amendment of the Master Plan and rezoning.
- f. *** July 2, 2015 Resolution by the Village Board amended 2 acres of land south of the Redemptorist Retreat Center for use by the Retreat Center for additional short-term housing by retreatants.*
- g. *** October 10, 2019 Resolution by the Village Board – This land use includes a 10-acre parcel for White Stone Community Church at 2517 Dousman Road.*
- h. *** October 10, 2019 Resolution by the Village Board – This land use includes an 11-acre parcel for Hope Church at 2429 Dousman Road.*

ITEM 6c

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Joint Public Hearing will be conducted by the Town of Delafield Plan Commission and possibly a quorum of the Town Board and a Staff Representative of the Waukesha County Department of Parks and Land Use – Planning and Zoning Division, on **Tuesday, March 3, 2020 at 6:30 p.m.**, at the Delafield Town Hall, located at W302 N1254 Maple Avenue, Delafield, WI, 53018, to consider the Conditional Use request (**CU42**) of **HAWS, c/o Lynn Olenik (agent)**, on property owned by the Schallock Foundation, to operate a campus dedicated to education in humane values including animal training classes and events, on properties described as follows:

Located in part of the SE ¼ of Section 31, T7N, R18E, Town of Delafield. The properties are approximately located at W330 S1205 Kettle Moraine Drive. (Tax Key No's. DELT 0844.992, DELT 0844.993 and DELT 0844.999).

For additional information regarding this Public Hearing, please contact Jason Fruth of the Waukesha County Department of Parks and Land Use – Planning and Zoning Division at (262) 548-7790 or Tim Barbeau, Town of Delafield Engineer at (262)-317-3307.

All interested parties will be heard.

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE

Dale R. Shaver, Director
515 W. Moreland Blvd.
Waukesha, WI 53188

Legal Notice to be published in the
Lake Country Now on Wednesday, February 12, 2020 and
Wednesday, February 19, 2020.

ITEM 8b

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Pike Lake Unit-Kettle Moraine State Forest
3544 Kettle Moraine Road
Hartford WI 53027

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



January 14, 2020

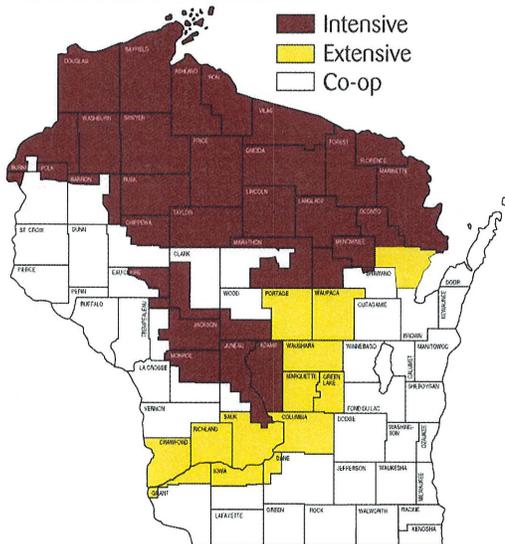
Dear Chief,

This letter is in reference to the forest fire suppression agreements in place between the Department of Natural Resources (DNR) and Fire Departments (FDs) across Wisconsin. The DNR would like to update all of these agreements at this time. The reason for this action is threefold:

- The state legislature approved increased reimbursement rates for FD suppression efforts on forest fires. Updating the agreements applies these rates equally for all FDs.
- The Department has authorized compensation of FD resources for assisting with prescribed burns on DNR lands with permission of the DNR Burn Boss and Fire Chief.
- The forest fire suppression agreements in place were 8 years old. Updating all of the agreements at one time sets a standard timetable for updates in the future.

Enclosed is the new agreement; **Fire Department/DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services**. This agreement will apply to all FD forest fire suppression efforts in DNR fire protection areas, extensive or intensive (see map). This agreement applies also to FD forest fire suppression efforts only on DNR owned lands in the Cooperative fire protection areas (see map).

Forest Fire Protection



There are three questions that each FD must answer on the new agreement. The questions pertain to billing the DNR for fire suppression services on initial/extended attack fires; and assistance with prescribed burning on DNR lands. Initial attack fires are defined as the first hour of forest fire suppression. Extended attack fires are defined as those fires that additional resources are necessary to control the forest fire and is generally when suppression efforts exceed one hour.

To bill or not to bill, that is the question. Choosing not to bill the DNR for initial attack has several advantages:

- An extra 10 points scoring on the Forest Fire Protection Grant. These extra points are used in the funding category where the grant funds run out, usually in the communications category. That is, the higher scoring grant applications get all of their communications requests funded first before lower scoring applications.
- The DNR does not pass on a FD suppression bill to the citizen involved with the fire. Fire Departments will still have the ability to pass on suppression costs through the billing system they may have in place.
- There is less paperwork involved with a fire call.

The old fire suppression agreements between DNR and FDs will remain in effect until a new agreement is signed. The new agreements will be in effect as soon as signatures are obtained. Fire departments will be eligible for the new reimbursements rates after the new agreement is in effect. Recall that a signed fire suppression agreement is a requirement of eligibility for the Forest Fire Protection Grant program.

Please review the new agreement and obtain the authorized signatures as soon as possible. Thank you for your time and effort in partnering with the DNR-Division of Forestry in the important endeavor of protecting Wisconsin's citizens, property, and resources from the ravages of forest fires.

For additional information or questions, please feel free to contact me at (262) 665-9780 or marc.sass@wisconsin.gov.

Please return a signed copy of the agreement to:

Marc Sass
DNR Forest Ranger
3544 Kettle Moraine Road
Hartford, WI 53027

Sincerely,

Marc Sass
Cooperative Area Forest Ranger

**Fire Department / DNR Memorandum
 of Understanding for Mutual Aid and
 Fire Suppression Services**

Form 4300-061 (R 12/19)

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Notice: Collection of this information is authorized pursuant to s. 26.145, Wis. Stats.; Chapter NR 47, subch. I and VIII, Wis. Adm. Code; Cooperative Forestry Assistance Act of 1978, Section 10(b)2 as amended; and 16 U.S.C. 2101-2114. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records laws (ss. 19.32-19.39, Wis. Stats.).

Fire Department Information

Fire Department Name

Town of Delafield Fire Department

Check one

In DNR Fire Protection Area

In Cooperative Area

Address

W302 N1208 Maple Avenue

Phone Number (include area code)

City

Delafield

State

WI

ZIP Code

53018

Tax ID #

39-6005852

Agreement

THIS AGREEMENT is entered into by and between the above-listed fire department (the Fire Department), and the State of Wisconsin Department of Natural Resources (DNR), for the suppression of forest fires within each party's respective jurisdiction in DNR Protection Area and/or on land owned by the DNR (DNR Land) in Cooperative Area.

WHEREAS, s 26.11, Wis. Stats., vests the DNR with the power, authority, and jurisdiction in all matters relating to prevention, detection, and suppression of forest fires outside the limits of incorporated villages and cities and s. 23.09(4), Wis. Stats., and s. NR 1.23, Wis. Adm. Code, authorize the DNR to render assistance in case of emergencies.

WHEREAS, the DNR and the Fire Department pursuant to ss. 23.09(1)(2), 23.11 and 26.11(4), Wis. Stats., desire to cooperate in the suppression of fires; it is agreed by and between the DNR and the Fire Department as follows:

1. DEFINITIONS

- a. "Cooperative Area" means the areas of the State outside the DNR Protection Areas where Fire Departments have primary forest fire initial attack responsibilities.
- b. "DNR Protection Area" are the areas of the state defined by ss. NR 30.01 and NR 30.02, Wis. Adm. Code, as intensive or extensive.
- c. "Extended Attack" occurs when resources beyond those designated for initial attack must be dispatched to an incident or when extensive mop-up is required. This is generally when suppression efforts exceed one hour.
- d. "Forest Fire" means an uncontrolled, wild or running fire occurring on a forest, marsh, field, cutover or other lands or involving farm, city, or village property and improvements incidental to the uncontrolled, wild or running fire occurring on forest, marsh, field, cutover or other lands (as defined in s. 26.01(2), Wis. Stats.).
- e. "Incident Command System" means a set of personnel, policies, procedures, facilities, and equipment, integrated into a common organizational structure designed to improve emergency response operations of all types and complexities. ICS is a subcomponent of the National Incident Management System (NIMS), as released by the U.S. Department of Homeland Security in 2004.
- f. "Initial Attack" is defined as the first hour when suppression efforts are needed.
- g. "Non-reportable Fires" include incidents involving:
 - i. Burning activity that does not spread from predetermined limits.
 - ii. Fires that cannot be located.
 - iii. False alarms.
 - iv. Structural fires.
 - v. Vehicular or equipment fires.
- h. "Project fire" means an extended attack forest fire requiring state-wide resource deployment by the DNR.
- i. "Reportable Fires" are all other fires not listed in section. 1. g.

**Fire Department / DNR Memorandum
of Understanding for Mutual Aid and
Fire Suppression Services**

Form 4300-061 (R 12/19)

Page 2 of 5

- j. "Suppression" means the action of the responding agency(ies) beginning with initial attack and continuing through control of the forest fire, mop-up, and until the forest fire is out.
- k. "Unified Command" means a system of command that enables institutions and agencies with different legal, geographic, and functional responsibilities to coordinate, plan, and interact effectively.
- l. "ATV" (all-terrain vehicle) and "UTV" (utility terrain vehicle) include equipment that is a manufactured motor driven device capable of off-road use. Vehicles cannot meet the federal motor vehicle safety standards.

2. RESPECTIVE RESPONSIBILITIES

- a. The DNR is responsible for the suppression of all forest fires and protection and suppression of any improvements threatened by forest fires as defined previously in s. 26.11, Wis. Stats.
- b. DNR may assist the Fire Department when resources are available, as authorized by s. NR 1.23, Wis. Adm. Code and s. 26.11(1), Wis. Stats
- c. Within DNR Protection Areas, the DNR may request the assistance of the Fire Departments to provide forest fire suppression, as well as structural protection.
- d. Outside of DNR Protection Areas, in the Cooperative Areas, the Fire Departments may request the assistance of the DNR to provide additional resources and support in forest fire suppression and Fire Departments have been delegated the authority on DNR-owned lands for fire suppression actions by virtue of this Agreement.
- e. Structural and vehicular fires are the responsibility of the Fire Department, but the Fire Department may request DNR equipment and personnel to assist with the structural and vehicular fire or when there is danger of a forest fire being caused by the structural or vehicular fire.

3. REPORTING FIRES

- a. The Fire Department agrees to make every effort to immediately notify the DNR of forest fires, or fires which may become forest fires that are burning or threatening DNR protection areas or DNR Lands. If immediate notification cannot be made, the Fire Department shall report the location of the fires, and the action taken, to the DNR as soon as possible, but no later than 24 hours from its knowledge of the forest fires.
- b. If the Fire Department is unable to contact the DNR, it shall take immediate, independent action to effectively suppress the forest fire.
- c. If it is uncertain whether a reported forest fire is within a DNR protection area or on DNR land due to the fire's proximity to the boundary line, the Fire Department or DNR shall notify the other party. If the Fire Department or DNR is unable to contact the other party, it shall take immediate, independent action to effectively suppress the forest fire, as soon as practicable. Thereafter, it shall notify the other party and report the location of the fire and the action that was taken.
- d. The DNR agrees to notify the Fire Department through County Dispatch if they become aware of a structure or vehicular fire within the Fire Department's jurisdiction.

4. COMMAND AT FIRES

The Incident Command System will be used at all forest fires. When the Fire Department is the first to arrive at the scene of a forest fire within a DNR protection area or on DNR land, the Fire Department shall establish incident command and begin initial attack. Command of the incident may be transferred to a qualified DNR incident commander upon arrival. A Unified Command structure is encouraged when deemed appropriate. If DNR does not arrive on scene, or is called to another incident, the Fire Department shall maintain command of the forest fire until out.

5. OUTSIDE ASSISTANCE

A DNR designated employee shall be consulted when in attendance by the chief officer of the Fire Department before calling in additional crews and equipment or outside fire departments for forest fires originating and occurring in DNR protection areas or on DNR lands. The incident commander is responsible for releasing the additional crews or equipment as soon as possible.

6. EQUIPMENT AND PERSONNEL REQUIREMENTS

- a. The DNR and the Fire Department agree to have available and utilize firefighting units suitable for suppressing forest fires. Responding units should be equipped with forest fire fighting hand tools and equipment. All responding units shall be equipped with a radio that contains a common frequency with the local DNR fire units, such as "Fire-ground Blue."

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- b. It is recommended that Fire Departments respond to forest fires with firefighters that have successfully completed **BASICS OF WILDLAND FIRE SUPPRESSION FOR RURAL FIRE DEPARTMENTS** in accordance with NFPA 1051 standards, which is an 8-hour course taught by DNR personnel and available to all Fire Departments.
- c. Firefighters shall wear protective clothing on all forest fires. It is recommended that protective clothing meets the 1977 NFPA standard on protective clothing and equipment for forest fire fighting including, as a minimum, Nomex shirts, pants or coveralls, boots, hardhat or helmet, and leather gloves. Use of web belts and fire shelters are also recommended for additional protection. Structural turnout gear should be available on each unit for every firefighter in the event there is a structural fire.

7. FIRE SUPPRESSION SERVICES AND COMPENSATION

- a. The Fire Department agrees to provide suppression services on forest fires, if its resources are available, whenever it is requested to respond by DNR or through established dispatch procedures. The DNR agrees to provide suppression services on forest fires, when resources are available, if requested by the Fire Department or through established dispatch procedures.
- b. In DNR Protection Areas, Fire Department suppression services compensation applies to all forest fires occurring outside the limits of incorporated villages and cities.
- c. In Cooperative Areas, Fire Department suppression services compensation **only** applies to forest fires originating on DNR owned lands.
- d. On all State lands and lands under DNR management, Fire Department compensation for invited assistance for prescribed burning on DNR managed lands.

8. COMPENSATION

The Fire Department must choose one compensation option from each of the following response categories below.

Choose an option from each response category and check the selected option box.

NOTE: The person(s) responsible for causing the forest fire may be billed by DNR for all suppression costs, including those incurred by the Fire Department, that are billed to DNR:

a. INITIAL ATTACK:

Compensation for providing **initial attack** forest fire suppression, (including building protection) on forest fires within the Fire Department's area of jurisdiction. Initial attack is defined as the first hour of forest fire suppression services. (Choose one):

Option 1. No payment for providing forest fire suppression on all initial attack forest fires.

Option 2. Receive payment for providing forest fire suppression on all initial attack forest fires.

b. EXTENDED ATTACK:

Compensation for providing **extended attack** forest fire suppression, (including building protection) on forest fires either in or outside the Fire Department's own area of jurisdiction. Extended attack is defined as forest fire suppression services after the first hour (Choose one):

Option 1. No payment for providing forest fire suppression on all extended attack forest fires.

Option 2. Receive payment for providing forest fire suppression on all extended attack forest fires.

c. PRESCRIBED BURNING:

Compensation for assistance with DNR for prescribed burning activities.

Option 1. No payment for providing prescribed burn assistance on prescribed burns on DNR managed lands.

Option 2. Receive payment for providing prescribed burn assistance on prescribed burns on DNR managed lands.

9. BILLING PROCEDURE

- a. Fire Dept, township, or governing body agrees not to directly bill any landowner, responsible party or governmental body for forest fire suppression service costs paid by the DNR for services consistent with this Agreement.

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- b. If the Fire Department bills the DNR for fire suppression costs; (a) the bill shall be prepared on the appropriate form, and (b) the bill shall be presented no later than 14 days following the date on which the fire suppression was completed. Failure to meet this deadline may jeopardize the payment of the bill.
- c. If the Fire Department submits a bill for services rendered in suppressing a forest fire it shall be paid by the DNR subject to the following limitations.
 - i. No payment will be made by DNR for runs on or associated with non-reportable fires. Examples include, but are not limited to:
 - Burning activity covered by a legal burning permit.
 - Burning activity not covered by a legal burning permit but has not escaped control.
 - Cannot be located.
 - False alarms.
 - Structural fires.
 - Vehicle fires.
 - Cooking or warming fires.
 - ii. No payment will be made by DNR for forest fire suppression actions where the Fire Department provides no suppression services.

10. RECOMMENDED STAFFING

- a. The recommended staffing and equipment for initial attack forest fire suppression operations is as follows:
 - 1 4x4 brush rig (ICS Type 5-7 Engine);
 - 1 engine (or a tender (tanker) with pumping capabilities, ICS Type 1-4 Engines);
 - 6 forest fire trained firefighters
- b. During periods of very high or extreme fire danger, more personnel and equipment than listed above may be required for the initial response.
- c. Should the Fire Department respond with more than the recommended or requested dispatch, only that equipment and personnel needed and actually used for suppression will be compensated at the predetermined rate. Compensation for additional equipment and personnel may not be made to the Fire Department unless the DNR agrees it was reasonably necessary for suppression.

11. STAFFING FOR STRUCTURAL PROTECTION

Staffing and equipment dispatched for structural protection on project fires is Fire Department specific.

12. PAYMENT

- a. SCHEDULE - Payment for engines and personnel used in forest fire suppression or prescribed burning shall be made according to the following schedule:
 - (i) Engines that pumped for active forest fire suppression or prescribed burning
\$100/hour.
 - (ii) ATVs, UTVs and similar equipment that pumped for active forest fire suppression or prescribed burning
\$50/hour.
 - (iii) Fire Department personnel that provide suppression assistance on the forest fire or prescribed burning
\$12.25/hour.
- b. CALCULATION OF PAYMENT - Following the first hour of suppression service, bills submitted shall be calculated to the nearest ½ hour. Service begins when the engine leaves its station, and continues until it returns to its station when suppression action was taken by the Fire Department.

13. LIABILITY

The Fire Department, its employees, agents, and members, shall not be deemed employees or agents of the DNR for any purpose, including worker's compensation. Worker's compensation coverage for the employees, agents, and members of the Fire Department shall be provided by the Fire Department in accordance with s. 102.07(7), Wis. Stats. In addition, the DNR shall not be liable for any damage to, or destruction of, vehicles or suppression equipment beyond that liability established in ss. 893.82 or 895.46, Wis. Stats., or as otherwise established by the State Claims

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Board and approved in accordance with statutes.

14. COORDINATION

- a. A written outline of routine communication procedures, notification procedures, together with maps and rosters of on-call personnel, should be jointly prepared by and between the Fire Department and the DNR.
- b. A current contact list of the names, addresses and telephone numbers of the DNR's Forestry personnel for the area described in the Agreement shall be developed.

15. TERMINATION

This Agreement shall be binding upon the parties hereto until six months following written notice of termination by either party. Either party reserves the right to cancel this Agreement in whole or in part without penalty. The DNR reserves the right to cancel this Agreement in whole, or in part, without penalty, due to non-appropriation of funds or failure of the Fire Department to comply with the terms, conditions, or specifications described.

16. NONDISCRIMINATION

The Fire Department agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, as described in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following; employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Fire Department agrees to post in conspicuous places, availability for employees and applications for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

17. ASSIGNMENT

This Agreement may not be assigned or subcontracted in part or in whole without written approval from the DNR and may only be changed or amended in writing.

18. PARTIES

- a. In this Agreement, the DNR and the Fire Department includes its successors, their respective officers, employees, agents, directors, subcontractors, assignees, partners, and representatives.
- b. This Agreement and its referenced parts and attachments, shall constitute the entire Agreement and previous Agreements, whether written or oral, are hereby superseded.

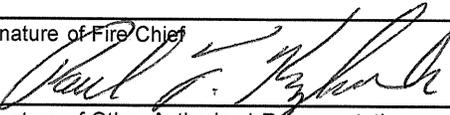
19. AMENDMENT

Any revisions must be made by an amendment to this Agreement or other written documentation, and signed by both parties. This Agreement shall commence upon its signing by both parties and continue until termination under paragraph 15.

20. AUTHORIZATION

Each person signing this agreement, personally warrants and represents that he or she is authorized by his or her principal to bind the party for whom he or she is signing.

DEPARTMENT OF NATURAL
RESOURCES For the Secretary

Signature of DNR Area Forestry Leader		Date Signed
Signature of Fire Chief 	Fire Department Town of Delafield	Date Signed 02-19-2020
Signature of Other Authorized Representative		Date Signed