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Larry Krause
Supervisors
Pete Van Horn
Christopher Smith
Edward Kranick
Ron Troy
Clerk/Treasurer
Mary Elsner

TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING TUESDAY, JANUARY 22, 2019 – 7:00 P.M. DELAFIELD TOWN HALL – W302 N1254 MAPLE AVENUE, DELAFIELD, WI

AGENDA

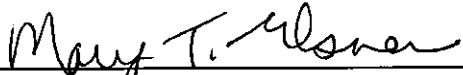
1. Call to Order
2. Pledge of Allegiance
3. Citizen Comments – During the Public Comment period of the agenda, the Town Board welcomes comment from any member of the public, other than an elected Town Board member, on any matter not on the agenda. Please be advised that pursuant to State law, the Board 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 January 8, 2019, 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. 2020 Town Budget Planning
 - B. Discussion/Review of Polling Locations
8. New Business
 - A. Discussion and possible action on Sanctuary of Heart and Hope, LLC, Three Party Intermunicipal Agreement
 - B. Mike Walden, R&R Insurance Services, Inc., Discussion and possible action on 2019 property and liability coverages

9. Announcements and Planning items

- A. WTA Waukesha County Unity Meeting – January 23 @ 7:00 p.m. – Town of Vernon Fire Station #1,
W233S7475 Woodland Lane
- B. Next Plan Commission Meeting – February 5
- C. Next Town Board Meeting – February 12

10. Adjournment



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

TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING
January 8, 2019

Members Present: L. Krause, P. Van Horn, E. Kranick, R. Troy, C. Smith

Others Present: P. Kozlowski, *Fire Chief*, T. Kinley, *Assistant Deputy Fire Chief*, K. Smith, *Waukesha Freeman*, 4 citizens

First order of business: Call to Order

Chairman Krause called the meeting to order at 7:00 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 December 21, 2018, Town Board Minutes

MOTION MADE BY MR. SMITH, SECONDED BY MR. TROY 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 2018 budget

B. 1) Accounts payable; 2) Payroll
Accounts Payable

MOVED TO APPROVE PAYMENT OF CHECKS #61214 – #61344 THE AMOUNT OF \$169,169.88

Payroll

MOVED TO APPROVE PAYMENT IN THE AMOUNT OF \$27,739.80

MR. TROY/MR. SMITH

MOTION CARRIED.

Sixth order of business: Communications (*for discussion and possible action*)

A. Eric J. Larson (12/27/18), Re: Telecommunications Facilities New FCC Regulations

Chairman Krause recommended that this matter be referred to the Plan Commission.

MOTION MADE BY MR. TROY, SECONDED BY MR. SMITH TO REFER THIS MATTER TO THE PLAN COMMISSION FOR REVIEW. MOTION CARRIED.

Seventh order of business: Unfinished Business

A. None

Eighth order of business: New Business

A. Discussion with Superintendent Patricia DeKlotz re: Kettle Moraine School District Referendum

Pat Klotz stated that this is her 13th year in the roll as superintendent. She provided a draft operating referendum outlining information on a proposed \$5.975 million per yr. for 5 years referenda. The need for the referendum is due to the low state-imposed revenue limits, rising fixed costs and declining enrollment. The per-student revenue limit is one of the lowest in Waukesha County and the state. The cost of housing in the area makes it difficult for young families to move in. Retaining high-quality staff has become difficult mainly due to the current high deductible health plan and limited network health providers. Building maintenance, utilities, transportation and other fixed costs continue to rise with inflation.

B. Discussion and possible action on request to increase EMS rates and ambulance fees

Chief Kozlowski provided 3 proposed rate analysis option increases. He recommended Option #2, which would provide an estimated additional revenue of \$41,585.22 to the current ambulance fees. He also proposed an increase to the EMS rates from \$16.00/mile to \$20.00/mile.

MOTION MADE BY MR. TROY, SECONDED BY MR. SMITH TO APPROVE THE CHIEF'S PROPOSED RATE INCREASE CLASSIFIED AS PROPOSAL #2 THAT WOULD PROVIDE AN ESTIMATED ADDITIONAL REVENUE IN THE AMOUNT OF \$41,585.22, IN ADDITION TO THE \$20.00/MILE INCREASE TO THE EMS RATES, AS SOON AS CAN BE IMPLEMENTED. MOTION CARRIED.

C. Discussion and possible action on Resolution Approving Lake Country Municipal Court Budget

MOTION MADE BY MR. TROY, SECONDED BY MR. SMITH TO APPROVE THE RESOLUTION APPROVING LAKE COUNTRY MUNICIPAL BUDGET AS PRESENTED ON DECEMBER 17, 2018. MOTION CARRIED.

D. 2020 Town Budget planning

Discussion followed on the need to either present a referendum to the electorate or borrow for roads and fire department. The general consensus of the Town Board is they are not in favor of borrowing for everyday operations. The process should begin by reviewing the time for notice requirements and necessary steps. This item will be place on the agenda monthly.

E. Fire Station #2 discussion

No action at this time.

Ninth Order of Business: Announcements and Planning Items

- A. Next Park and Recreation Commission Meeting – January 10
- B. Next Plan Commission Meeting – January 15
- C. Next Town Board Meeting – January 22

Tenth Order of business: Adjournment

MOTION MADE BY MR. SMITH, SECONDED BY MR. TROY TO ADJOURN AT 8:14 P.M. MOTION CARRIED.

Respectfully submitted,

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

Minutes approved on:

Municipal LAW

& L I T I G A T I O N G R O U P

DALE W. ARENZ, RETIRED
DONALD S. MOLTER, JR., RETIRED
JOHN P. MACY
H. STANLEY RIFFLE
COURT COMMISSIONER
ERIC J. LARSON
REMZY D. BITAR

730 N. GRAND AVENUE
WAUKESHA, WISCONSIN 53186
Telephone (262) 548-1340
Direct (262) 806-0215
Facsimile (262) 548-9211
Email: elarson@ammr.net

PAUL E. ALEXY
R. VALJON ANDERSON
MATTEO REGINATO
LUKE A. MARTELL
SAMANTHA R. SCHMID
STEPHEN J. CENTINARIO, JR.
TIMOTHY A. SUHA
AMY E. FRY-GALOW

January 16, 2019

Larry Krause, Town Chair
Town of Delafield
W302N1254 Maple Avenue
Delafield, WI 53018

**Re: Sanctuary of Heart and Hope, LLC
Three Party Intermunicipal Agreement
Legal Review**

Dear Chairman Krause:

I received a draft of a Developer's Agreement that would allow the Sanctuary of Heart and Hope to remain in the Town, but to connect to City of Delafield sanitary sewer, water and stormwater facilities. I have had an opportunity to carefully consider this matter.

Based upon my review, I hereby approve the form of the same. I note the following comments, questions, concerns and recommendations in this regard:

1. There are no substantive obligations imposed by this Agreement on the Town. I presume that the Town has been made a party to the Agreement to ensure that the Town has no objection to this Town property obtaining these municipal services from the City.
2. All of the obligations of the Agreement are imposed on the "Owner" which is defined as the Sanctuary of Heart and Hope, LLC, though I note the following. The stormwater section which begins on page 2 imposes obligations on the "Developer." The term "Developer" is not defined in the document. I suspect that the City meant to use the term "Owner" rather than the term "Developer," and you may want to suggest that the City clarify that issue to avoid the Town becoming embroiled in any dispute over the terminology in the future.

MUNICIPAL LAW & LITIGATION GROUP, S.C.
ARENZ, MOLTER, MACY, RIFFLE, LARSON & BITAR

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Larry Krause
January 16, 2019
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If you should have any questions or concerns regarding these matters, please do not hesitate to contact me.

Yours very truly,

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Eric J. Larson

Eric J. Larson

EJL/egm

cc: Mary Elsner, Town Clerk/Treasurer
Tim Barbeau, Town Engineer
Kristen Belan, RA Smith

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**DEVELOPMENT
AGREEMENT**

THIS AGREEMENT is made this _____ day of _____, 2018, by and between the City of Delafield, a Wisconsin municipal corporation, whose principal address is 500 Genesee Street, Delafield, Wisconsin 53018 (hereinafter the "City"), the Town of Delafield, Waukesha County, Wisconsin (hereinafter the "Town") and Sanctuary of Heart and Hope, LLC, (hereinafter the "Owner"); and

WHEREAS, City has agreed to provide municipal sanitary sewer and water service, without the requirement of annexation, to lands in the Town of Delafield (hereinafter the "Town"), pursuant to the Agreement By And Between The Town of Delafield and the City of Delafield dated June 18, 1998 ("Sewer and Water Agreement"); and

WHEREAS, City, Town and the Delafield Hartland Water Pollution Control Commission agreed to provide sanitary sewer service to certain Town Lands, including the Site (as defined below), pursuant to the Agreement for Provision of Sanitary Sewer Service dated march 11, 1997 (hereinafter the "Sanitary Sewer Agreement"); and

WHEREAS, Owner intends to extend a sanitary sewer and a water lateral to the existing building at W307N1499 Golf Road, Delafield WI 53018 (hereinafter the "Site"), located in the Town of Delafield, which is more particularly described in Exhibit "A" attached hereto and made an integral part hereof: and

WHEREAS, Owner desires to hook-up the existing building on the Site using City utilities pursuant to the above referenced agreements and City desires to allow Owner to proceed with the hook-ups; and

WHEREAS, Owner has confirmed that they have proper permission and easements from the adjacent property to extend laterals off the City Sanitary Sewer and Water Main; and

WHEREAS, Owner desires to hookup the water lateral immediately to the existing building on the Site and the Owner will hook up the sanitary sewer lateral within one year of the date of this agreement; and

RETURN TO City of Delafield City Clerk 500 Genesee Street Delafield, WI 53018
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Tax Parcel No. DELT 0807 997

WHEREAS, both parties, Owner and City, have reached an agreement that assures both parties that the development and operation of the Site utilities provided by City conforms to the rules, regulations, and ordinance of the City.

In consideration of the mutual covenants and promises herein, Owner, City and Town agree as follows.

SANITARY SEWER

Owner shall be fully responsible for the construction of a new private sanitary sewer lateral that will be extended from the property to the east. Owner shall pay for sanitary sewer service on the same basis as the residents of City, pursuant to the terms of the Sanitary Sewer Agreement and pursuant to the Municipal Code of the City of Delafield. The current billing for sanitary sewer services based upon the Sanitary Sewer Agreement is \$100.92 per DUE per quarter (calculated based on metered flow) plus a \$7.50 administrative charge per quarter. The City's current connection fee is \$2,637 per DUE and Dela-Hart's current connection fee is \$4,358 per DUE for sanitary sewer service (calculated based on 1 DUE). **All fees are as of this date and are subject to change.** These fees are based on information provided at this time. The Dela-Hart connection fee will increase to \$4,506 on January 1, 2019 and the charge for sanitary sewer service will increase to \$101.85 per DUE per quarter on January 1, 2019.

WATER

Owner shall be fully responsible for the construction of a water service lateral that will be extended from the property to the east, and pursuant to Chapter 13 of the Municipal Code of the City of Delafield. As long as the Site is located in Town, a surcharge not to exceed the maximum amount allowed by the Wisconsin Public Service Commission, for fire protection and suppression capabilities offered by the municipal water system, may (solely in the City's discretion) be added to the user fee. It is estimated that the surcharge will be 25 % above the City's standard user fee. Owner shall be responsible for paying a quarterly user fee, quarterly fire protection fee, quarterly meter charge, and connection fees. Meters are supplied by City of Delafield and must be installed by a licensed plumber. The City's connection fee is currently \$500.00 per DUE (if the meter size is 5/8") for water service. **All fees are as of this date and are subject to change.** These fees are based on information provided at this time.

STORMWATER

Since the Site is located within the drainage area of the City's Stormwater Utility District #1, the Developer, as a condition of this Agreement, agrees to become subject to the charges associated with Stormwater Utility District #1 as defined by Chapter 26 of the Municipal Code of the City of Delafield. Chapter 26 of the Municipal Code of the City of Delafield identifies that any unpaid Stormwater Utility charges may be assessed as a lien against the property pursuant to sec. 66.0821, Wis. Stats. Existing impervious area has been calculated as: roof area 2,460 square feet and pavement area 5,740 square feet.

If land is ever redeveloped, the Developer shall be fully responsible for the construction of all required stormwater facilities, including adequate stormwater conveyance facilities (including but not limited to, ditches, storm sewers, inlets, catch basins and manholes) from the City's system located in Golf Road to the Site and adequate on-site stormwater management facilities. The design, installation, operation and maintenance of the stormwater facilities shall comply with Chapters 18 and 23 of the municipal code of the City of Delafield. Prior to the start of construction of improvements, Developer shall provide to City written certification from Developer's engineer or surveyor that all surface and stormwater drainage facilities and erosion control plans are in conformance with all federal, state, county, Town and City regulations, laws and ordinances and written proof that City's engineer and the County, Department of Environmental Resources, Division of Land Conservation, have reviewed and approved the plans.

MISCELLANEOUS

- A. Permits. Upon execution of this Agreement and submission of all requisite plans and other preliminary matters, City shall promptly and expediently process the approval letters necessary for Owner to obtain the plumbing permits required for the utilities requested for hook up of the Site.
- B. Inspection. Owner agrees to permit the inspection by City's Building Inspector and/or City Engineer of the sanitary sewer lateral and water lateral during construction. Owner shall pay for the cost of inspection. Following construction, Owner's engineer shall prepare as-built drawings for review and approval by the City Engineer. Owner shall pay for the cost of as-built plan review.
- C. Severability. If any term, provision or condition contained in the Agreement shall, to any extent, be held to be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to a person, persons or circumstances other than those in respect of which it is held to be invalid or unenforceable) shall not be affected thereby, and each remaining term, provision or condition of that Agreement shall be valid and enforceable to the fullest extent permitted by law.
- D. Binding on Future Parties. This Agreement shall run with the land and shall inure to the benefit of and be binding upon the parties, their heirs, successors and assigns.
- E. Merger. This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of the Agreement shall bind either party unless in writing and signed by all parties.
- F. Counterparts. This Agreement (and the acknowledgment hereto) may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

- G. Construction. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Wisconsin applicable to contracts made to be performed in that state. This Agreement, including documents incorporated herein, constitutes the entire agreement of the parties with respect to the subject matter thereof.
- H. Signatures/Execution. Each person executing this Agreement on behalf of a party hereto represents that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such a party with respect to all of its obligations hereunder.
- I. Indemnification. The Owner hereby agrees to indemnify and hold harmless the City, its agents, officials, employees and representatives from any and all liability, loss or damage the City may suffer as a result of claims, demands, costs or judgements against the City arising out of the tortious acts or omissions of Owner in connection with the installation of the utilities covered under this Agreement. The Owner, its heirs, successors or assigns hereby agree to defend any claim brought against the City with respect to Owners tortious acts or omissions pursuant to this Agreement.
- J. Venue. Venue for any dispute arising out of this Agreement shall be in Circuit Court for Waukesha County, Wisconsin.

Sanctuary of Heart and Hope, LLC

City of Delafield

By: _____
Owner

By: _____
City Mayor Kent Attwell

Town of Delafield

By: _____
Town Chairman Larry Krause

EXHIBIT A

Legal Description

All that part of the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin, bounded and described as follows, to-wit:
Commencing at the West 1/4 corner of said Section 22; thence South and along the West line of said Section 1175.73 feet to the North line of State Trunk Highway #30; thence South 81 deg. 25' East along said North line 634.70 feet to the place of beginning of the land hereinafter described; thence South 81 deg. 25' East along said South line 151.70 feet; thence North 348 feet to the center of old State Trunk Highway #30; thence North 76 deg. 54' along the center of said highway 25 feet; thence South 35 deg. 38" West 216.38 feet; thence South 154.50 feet to the place of beginning, excepting therefrom the South 30 feet which is used to be used only for ingress and egress.

For informational purposes only:

Tax Parcel No. DELT 0807.997

Address: W307 N1499 Golf Road