



A PERFECT ENVIRONMENT

Residential ▲ Recreational ▲ Responsible

Chair
Paul L. Kanter
Supervisors
Larry Krause
Clare Dundon
Cindi Duchow
Pete Van Horn
Clerk/Treasurer
Mary Elsner

TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING TUESDAY, APRIL 28, 2015 – 7:00 P.M. DELAFIELD TOWN HALL

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 April 14, 2015 Town Board Minutes
5. Action on vouchers submitted for payment:
 - A. Report on budget sub-accounts and action to amend 2015 budget
 - B. 1) Accounts payable; 2) Payroll
6. Communications (*for discussion and possible action*)
 - A. John and Nancy Kreil (4/20/15), Re: Request to obtain 20 feet of property along the northern border of their property line adjacent to the Town of Delafield Fire Station #1
 - B. Eric J. Larson (4/23/15), Re: An Ordinance to Repeal and Recreate Sections 9.14(1)(b)(1) and 9.14(6)(b) of the Town of Delafield Municipal Code Related to Minimum Property Standards
7. Unfinished Business
 - A. Further discussion on new fire station/town hall
 1. Approval of change orders
 2. Discussion and possible action on Disposition of Fire Station #1
 3. Public use of the new Town Hall
 - B. Consideration and possible action on request to approve Alcohol Beverage "Class B" Liquor, Class "B" Beer and Soda Water Beverage License Applications for the period of July 1, 2014 through June 30, 2015 for Golden Anchor Properties WI LLC, Charles Hastings, Agent (tabled 3/24/15)

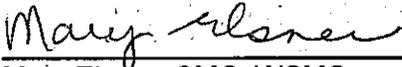
8. New Business

- A. Appointments to the Plan Commission
- B. Appointments of Town Board liaisons
- C. Consideration and possible action on Alcohol Permit for an event to be held at the Sports Commons on May 17, 2015
- D. Consideration and possible action regarding ordinance violations at W305 N1775 Silverwood Lane, and opportunity for property owner to show cause why the Town should not commence enforcement
- E. Consideration and possible action on approval of Developer's Agreement for Woodridge Estates II
- F. Consideration and possible action on Operator License for the period of 7/1/14 to 6/30/16:
Diana Stukel – Golden Anchor

9. Announcements and Planning items

- A. Next Plan Commission Meeting – May 5
- B. Next Park and Recreation Commission Meeting – May 11
- C. Next Town Board Meeting – May 12

10. Adjournment



Mary Elsner, CMC, WCMC
Town Clerk/Treasurer

TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING
April 14, 2015

DRAFT

Closed Session: It is anticipated the Town Board will convene into closed session for the following reason: Pursuant to authorization conferred by Section 19.85(1)(c), Wisconsin Statutes, to consider employment, promotion, compensation or employment evaluation data of any public employee over which the Town Board has jurisdiction or exercises responsibility, more specifically concerning the park and recreation coordinator. Participating in the closed session will be the Town Board and Town Clerk. Following the closed session, the Town Board may take action on matters discussed in the closed session.

MOTION MADE BY MS. DUNDON, SECONDED BY MR. KRAUSE TO GO INTO CLOSED SESSION. MS. DUCHOW – AYE, MS. DUNDON – AYE, MR. KRAUSE – AYE, MR. VAN HORN – AYE, CHAIRMAN KANTER – AYE. MOTION CARRIED.

MOTION MADE BY MR. VAN HORN, SECONDED BY MS. DUCHOW TO GO INTO OPEN SESSION. MS. DUCHOW – AYE, MS. DUNDON – AYE, MR. KRAUSE – AYE, MR. VAN HORN – AYE, CHAIRMAN KANTER – AYE. MOTION CARRIED.

Members Present: P. Kanter, C. Dundon, P. Van Horn, L. Krause, C. Duchow

Others Present: D. Roberts, *Highway Superintendent*, P. Kozlowski, *Fire Chief*, M. Hoppe, *Deputy Fire Chief*, J. Fornea, *Fire Department*, J. Mann, *Mannedge*, E. Kranick, *Plan Commissioner*, K. Smith, *Lake Country Reporter*, 8 Citizens

First order of business: Call to Order
Chairman Kanter called the meeting to order at 8:05 p.m.

Second order of business: Pledge of Allegiance

Third order of business: Citizen Comments

Fourth order of business: Approval of March 24, 2015 Town Board Minutes
The minutes will be filed as prepared by the clerk.

Fifth order of business: Action on vouchers submitted for payment:

A. Report on budget sub-accounts and action to amend 2015 budget

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

MOVED TO APPROVE PAYMENT OF CHECKS #55561 to #55622 IN THE AMOUNT OF \$180,603.23 AND DRAW #9 PAYABLE TO SCHERRER CONSTRUCTION IN THE AMOUNT OF \$220,343.84

Payroll

MOVED TO APPROVE PAYMENT IN THE AMOUNT OF \$26,064.04

MS. DUNDON/MR. KRAUSE

MOTION CARRIED

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

A. Eric J. Larson (3/26/15), Seminar Materials
None

B. Eric J. Larson (3/31/15), Town Shoreland Zoning Proposed Legislation

MOTION MADE BY MS. DUNDON, SECONDED BY MR. KRAUSE TO DIRECT THE TOWN ATTORNEY TO WRITE A LETTER TO THE TOWN'S ASSOCIATION, AND POSSIBLY TO THE LEGISLATURE, RECOMMENDING HIS AMENDMENTS TO THE EXISTING PROVISIONS OF THE SUBJECT SECTIONS OF THE WIS. STATS. MOTION CARRIED.

C. Tim Frank (3/31/15), Curb installation at the entrances of Hawksnest subdivision

Engineer Barbeau stated that he met with Mr. Frank earlier this year regarding the Hawksnest Homeowners Association request to install curbs at the entrance to their subdivision at Maple Avenue and Windrush Circle. He received specific information from Mr. Frank on their request.

The general consensus of the Town Board is to request that Mr. Frank let the property owners know that if they want the curbs installed, they need to either provide the money up front or a signed waiver approving an assessment for all costs related to this installation.

Seventh order of business: Unfinished Business

A. Further discussion on new fire station/town hall

1. Approval of change order

Mr. Mann requested approval of change order #26 in the amount of \$2,837 for installation of a mail slot. It has already been installed, but the paperwork needs to be finalized.

MOTION MADE BY MS. DUNDON, SECONDED BY MR. KRAUSE TO APPROVE. MOTION CARRIED.

Mr. Mann directed attention to 2 change orders that will be addressed at the next meeting in the amount of \$1,000. He stated that he added an amount of \$7500.00 for shelving, and we are in the process of working on this issue. The last coat of asphalt will go on in May.

2. Consideration and possible action on Kueny Architect's review of bid requirements to re-purpose the existing town hall

Mr. Mann stated that Jon Wallenkamp wrote an advertisement for bid. It was forwarded to Attorney Larson and is being finalized. Because we exceed the threshold, then we are required to pay prevailing wages on this project.

3. Consideration and possible action on internet/phone service

Jamie Formea reviewed proposed costs from Time Warner Cable and Century Link for internet/phone service for the new Fire Station/Town Hall

MOTION MADE BY MS. DUNDON, SECONDED BY MR. KRAUSE TO ACCEPT PROPOSAL #4. MOTION CARRIED.

B. Consideration and possible action on matters discussed in the closed session specifically concerning the park and recreation coordinator (tabled 3/24/15)

MOTION MADE BY MS. DUNDON, SECONDED BY MS. DUCHOW TO REMOVE FROM THE TABLE. MOTION CARRIED.

MOTION MADE BY MR. KRAUSE, SECONDED BY MS. DUNDON TO INCREASE THE PARK AND RECREATION COORDINATOR SALARY TO \$14,000/YEAR. MOTION CARRIED.

C. Town Engineer's presentation of the Annual Stormwater Report for 2014 (tabled 3/24/15)

MOTION MADE BY MS. DUNDON, SECONDED BY MS. DUCHOW TO REMOVE FROM THE TABLE. MOTION CARRIED.

Engineer Barbeau summarized the subject report identifying Zion Creek as an impaired water body. He stated that the Town has discussed with Lake Pewaukee Sanitary District and Western Lakes Golf Club the possibility of a stream improvement project on the golf course where Zion Creek passes through multiple ponds. Maintenance issues detected during screening of the dry weather fields were reviewed by the Highway Superintendent and are being scheduled for completion. The Town will work with the DNR to update their construction site pollutant control ordinance and their post-construction storm water management ordinance by 3/31/16. Their construction site pollutant control program will also be reviewed and revised as needed. Engineer Barbeau provided a summary on the town's pollution prevention management.

Eighth order of business: New Business

A. Consideration and possible action on Resolution Declaring Intent to Exercise Police Power Authority for Special Assessment

Engineer Barbeau stated that there have been issues regarding an alley off of Maple Avenue that is severely deteriorating, allowing material other than storm water to flow through the Town's storm sewer system and toward Pewaukee Lake. The property owners have been concerned about getting this fixed. The Town Board gave them an opportunity to vacate the alley and pave it to reduce the debris. Since the property owners have not responded, the Town went forward and put together a resolution. The Town will pave the road, grind it up, re-grade and repave it and assess the costs back to the property owners.

Ed Welch, Maple Ave., stated that the neighbors are in process of discussing the proposal. There is a good faith understanding and it looks positive. The neighbors would like to work more with Engineer Barbeau and Don Roberts before agreement of the ultimate vacation of the road.

Engineer Barbeau stated that the paperwork for the vacation has to be signed by all parties before the road can be vacated.

**MOTION MADE BY MS. DUCHOW, SECONDED BY MR. KRAUSE TO TABLE UNTIL JUNE 9.
MOTION CARRIED.**

B. Consideration and possible action on Plan Commission's recommendation to approve a Commercial Planned Unit Development Conditional Use Permit and Certified Survey Map for Fiduciary Real Estate Development Co., on lands located on the north side of Golf Road, west of CTH SS; also approval of stormwater maintenance agreement and deed restrictions

Engineer Barbeau stated that a commercial planned unit development ordinance was approved by the Town Board requiring 75% minimum open space in the B-3 District. He reviewed the subject Conditional Use and directed attention to letters W – Z stating that they were recommended additions by the Town Attorney.

MOTION MADE BY MR. VAN HORN, SECONDED BY MR. KRAUSE TO APPROVE THE PLAN COMMISSION'S RECOMMENDATION SUBJECT TO THE ORDINANCE BEING APPROVED BY THE COUNTY ON THE 28TH. MOTION CARRIED.

MOTION AMENDED BY MR. VAN HORN, SECONDED BY MR. KRAUSE TO INCLUDE APPROVAL OF THE CERTIFIED SURVEY MAP. MOTION CARRIED.

**C. Consideration and possible action on Operator License for the period of 7/1/14 to 6/30/16:
1. Brittni Begale – Pewaukee Yacht Club, Inc.**

MOTION MADE BY MR. KRAUSE, SECONDED BY MS. DUCHOW TO APPROVE. MOTION CARRIED.

Ninth Order of business: Announcements and Planning Items

- A. Annual Town Meeting – April 21
- B. Next Town Board Meeting – April 28
- C. Next Plan Commission Meeting – May 5
- D. Next Park and Recreation Commission Meeting – May 11

Tenth order of business: Adjournment

**MOTION MADE BY CHAIRMAN KANTER, SECONDED BY MS. DUNDON TO ADJOURN AT 9:40 P.M.
MOTION CARRIED.**

Respectfully submitted,

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

Minutes approved on:

RECEIVED

APR 20 2015

Town of Delafield

April 20, 2015

AGENDA ITEM

APR 28 2015

ITEM # 6A PAGE 1 of 7

Mary Elsner
Town Clerk/Treasurer
Town of Delafield

Dear Ms. Elsner,

This letter is to formally request the option of obtaining 20 feet of property along the northern border of our property line adjacent to the Town of Delafield Station #1. In the past, I had talked to Town Chairman Paul Kanter about the possibility of obtaining 20'. He indicated to me at that time, that this would not be an option since the Town was unsure what the future would be regarding any changes to Fire Station #1. Since there is now a new Fire Station, we feel now is the time to again request the option of obtaining additional land along our joint property.

The following are reasons and concerns we have for this request:

...Pursuant to this request, in August, 1991 the Town of Delafield Board approved an easement of 10' North of our property line for a gas line to be put in to connect to our home. I have attached the copy of the Easement along with site map.

...We are presently landlocked from accessing our backyard with any yard equipment or vehicles. Those occasional times when we have needed to reach the backyard with a vehicle, we have gone from the Fire Department driveway across their lot. Presently, this is the only way for our disabled relatives to access our home since the front entrance has many stairs. This is especially true for my husband, a disabled Vietnam Vet. He has had numerous surgeries that have required access to our home using the back yard home entrance. At present, this is the case. We have four more weeks of recovery, where he is using a scooter from my car into the house using our back home entrance. The Fire Department has always graciously acknowledged this usage, but in the event that this property would be sold to another, this probably would not be the case.

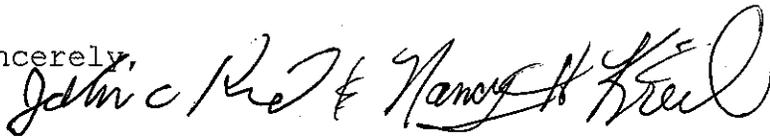
...Since purchasing the home in 1984 we have maintained 12' plus along the North side of our home beyond our property line. We have been cutting the grass, raking leaves, weeding, etc. Due to the unusual closeness of our home to the lot line we just did the maintenance all these years.

...Enclosed is our survey map which shows that the East corner of our home is only 2.93' from our North property line. We are presently non-conforming along our North property line. With the added 20' of property line it also would help to eliminate any survey issues. The Town has also done a survey which did not match up with our survey. After discussing this with Mr. Timothy Barbeau, he stated that the Town of Delafield has agreed to accept the survey commissioned by us and done by Jahnke & Jahnke Associates dated October 17, 2008. The concern we have with this, if the property is to be sold will new owners have a survey done and see a discrepancy. We are trying to curtail any future property line discrepancies.

...After talking to Timothy Barbeau, Town Engineer, he stated that he did not feel, that acquiring the added 20' would make a difference in any sub-dividing of the existing Fire Department.

Mary, if you would please forward this request to the proper Town Committee for their review and discussion. Please let John and I know when this request will be placed on a committee agenda for discussion so that we may attend. Thank you for your help in this matter.

Sincerely,

A handwritten signature in cursive script that reads "John C. Kreil & Nancy H. Kreil". The signature is written in dark ink and is positioned to the right of the word "Sincerely,".

John C. Kreil & Nancy H. Kreil
W304 N2437 Maple Avenue
Pewaukee, WI. 53072

197743
6
600

FOR AND IN CONSIDERATION of the sum of one dollar and other good and valuable consideration to them in hand paid, the receipt whereof is hereby acknowledged, the undersigned Grantor,

Town of Delafield

do hereby give, grant and convey unto

WISCONSIN NATURAL GAS COMPANY

1673893

a corporation, Grantee, its successors and assigns, subject to the limitations and reservations herein stated, the right, permission and authority to lay, install, construct, maintain, operate, alter, replace, extend, repair and remove a pipeline or pipelines with valves, tie-overs, main laterals and service laterals, and other appurtenant facilities, all of which shall be and remain the property of the Grantee, for the transmission and distribution of natural gas and all by-products thereof or any liquids, gases, or substances which can or may be transported or distributed through a pipeline; over, under, across, and upon the hereinafter described strip of land:

Ten (10.0)

feet in width being a part of the premises of the undersigned in the Southeast One-Quarter (SE 1/4)

of Section numbered Fifteen (15), Township numbered

Seven (7) North, Range numbered Eighteen

(18) East, Town of Delafield, Waukesha

County, Wisconsin, ~~wherein is located~~ said strip of land being described as follows:

All that part of Lot 18, Crystal Spring Park Addition as recorded in The Waukesha County Register of Deeds Office being more particularly described as follows:

The South Ten (10.0) feet of The East Sixty-Five (65.0) feet of Lot 16, Crystal Spring Park Addition.

Wisconsin Natural Gas Company may remove no trees

1673893

REGISTER'S OFFICE
WAUKESHA COUNTY WIS

1991 SEP 16 PM 12:49

REL 1350 0613

Call...

Grantee may request or otherwise appoint and duly authorize other persons, firms or corporations to perform, carry out and complete the activities and operations, herein enumerated, as it deems necessary and convenient for the full enjoyment and use of the rights herein granted.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including but not limited to, the right to remove and to clear all structures and obstructions such as but not limited to rocks, trees, brush, limbs and fences which might interfere with the rights herein contained, and the free and full right of ingress and egress over and across said lands and other adjacent lands of the Grantor to and from said strip of land, and the use of said lands and other adjacent lands of the Grantor, as necessary or convenient for the full enjoyment and use of the rights herein granted, during the operations of the Grantee as herein above enumerated but not necessarily limited thereto.

Any pipe shall be buried to such depth that it will not interfere with the ordinary cultivation of such land.

The Grantor s covenant and agree that no structures, obstructions or impediments, of whatever kind or nature, which will or might interfere with the full enjoyment and use of the rights herein granted, will be constructed, placed, granted or allowed within on top of said above described ~~structure~~ 10 foot strip.

Grantee, by the acceptance hereof, agrees to reasonably restore or repair physical damage to owner's property, and to compensate the owner for any reasonable and provable losses resulting therefrom, which the grantee proximately causes by the activities and operations hereinabove enumerated, but the grantee does not in any manner whatsoever waive or otherwise modify its rights and legal defenses which under law it may be entitled to raise, nor shall the grantee be held in any way responsible for indemnifying, protecting, or otherwise holding any other person, firm or corporation harmless from and against its or their own acts and omissions and the consequences thereof.

(EXECUTE AND NOTARIZE ON BACK)

This agreement shall be binding upon the heirs, successors or assigns of all parties hereto.

IN WITNESS WHEREOF, the said Town of Delafield

_____ has caused these presents to be signed
by its Chairman _____ and countersigned by its Clerk
and its corporate seal hereunto affixed this 27th day of August, 1991

In Presence of:

James Ward

Barbara A. Hanna

Town of Delafield
By Robert Audley
Robert Audley, Chairman

COUNTERSIGNED:
By June Nirschl
June Nirschl, Clerk

STATE OF WISCONSIN)
_____ COUNTY)^{58.}

Personally came before me this 27th day of August, 1991
Robert Audley Chairman

and June Nirschl Clerk

of the above named Town of Delafield

corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such
Chairman and Clerk

of said Town of Delafield corporation,

and acknowledged that they executed the foregoing instrument as such officers, as the deed of said

Town of Delafield corporation, by its authority.

Sherry Schuch

Notary Public, State of Wisconsin

My commission expires 6/4/95

This instrument was drafted by Tom Holding on behalf of Wisconsin Natural Gas Company.

Form 778-6-91-250

EASEMENT GAS

COUNTY Waukesha
TOWN/VILLAGE Delafield
SEC. 15 SE 1/4 T. 7 N. R. 18 E.
GRANTOR Town of Delafield

EASEMENT RECORD-TREASURY DEPT.

APPROVED-ENG. DEPT. 12-4 DATE 12/4/91 INITIALS RS
APPROVED-ASST-SECT. 13/6/91 CLS
FILED Meas.

TO

WISCONSIN NATURAL
GAS COMPANY

EASEMENT
CORPORATION

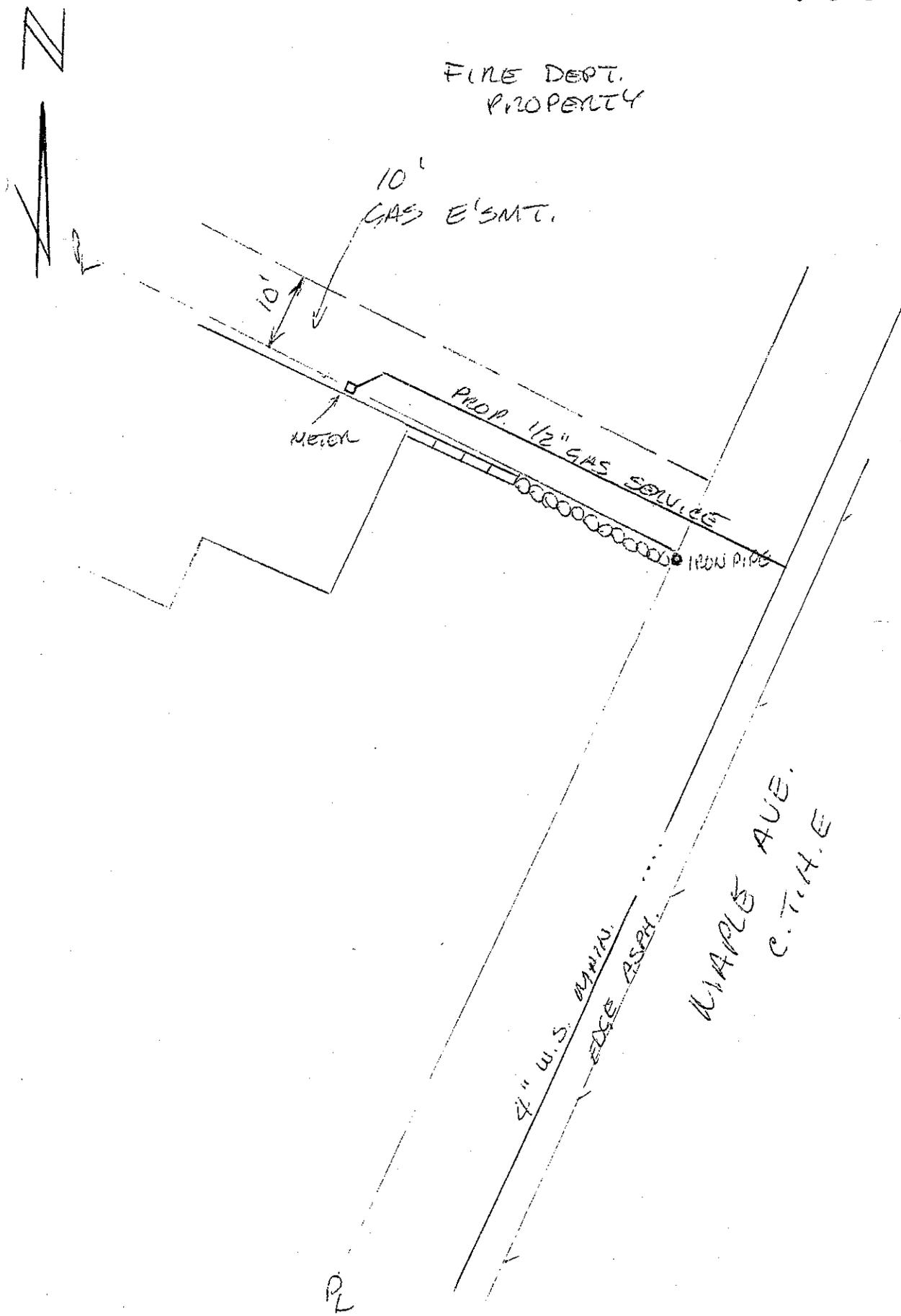
Register's Office
STATE OF WISCONSIN
Waukesha County.
Received for Record this 16th day
of September A.D., 1991, at
12:49 o'clock P. M., and
recorded in 1350 of Deeds
on Page/Image 613, Doc. # 1622883

Register of Deeds

Return to Supervisor-Civil Engineering
Wisconsin Natural Gas Company
233 Lake Ave.
Racine, Wis. 53403

W 304 N 2251
MAPLE AVE,
NANCY BUNKELMAN -
KEELING

FIRE DEPT.
PROPERTY



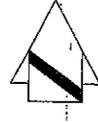
MAPLE AVE.
C.T.H.E.

RZ

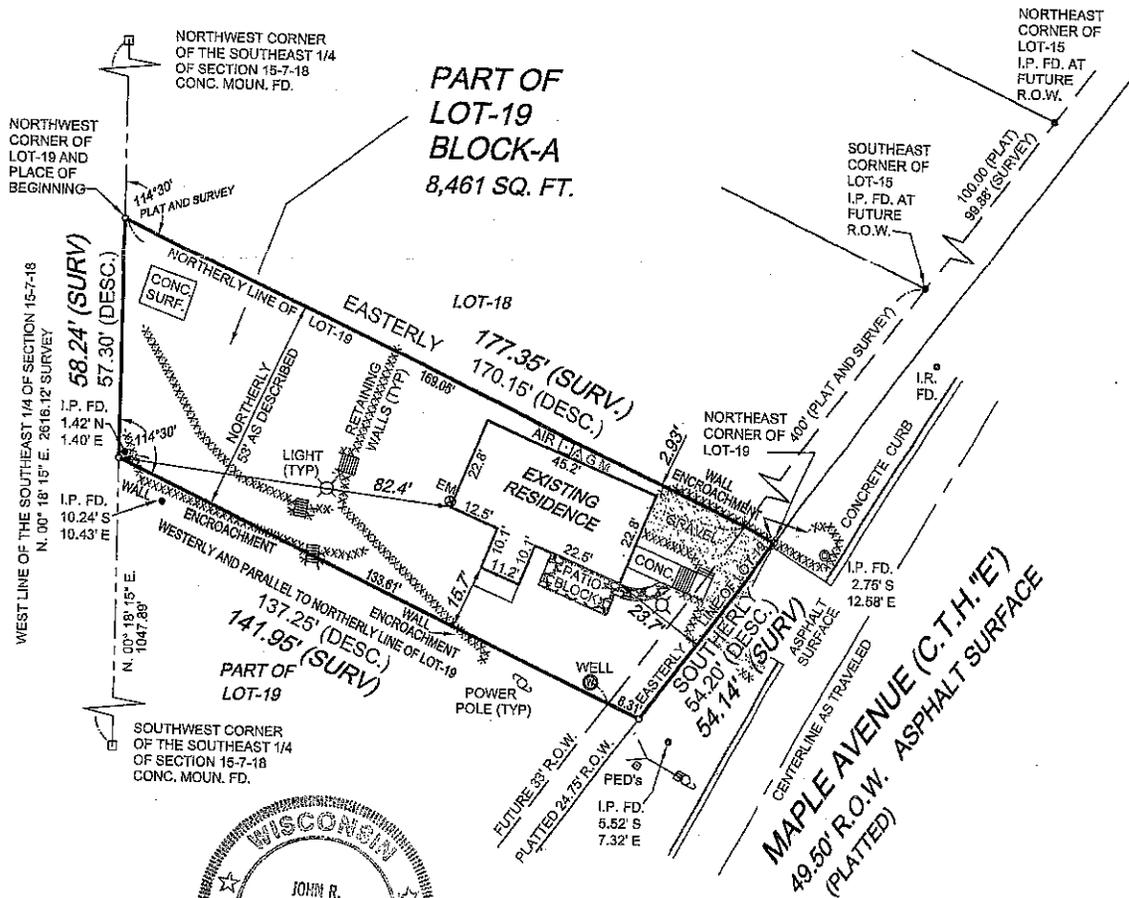
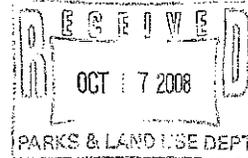
Plat of Survey
JAHNKE & JAHNKE ASSOCIATES INC.

Consultants in Engineering, Planning, Subdivisions and Surveying
 711 W. MORELAND BLVD. WAUKESHA, WISCONSIN 53188
 TELEPHONE (262) 542-5797 FAX (262) 542-7698

John & Nancy Kreil



FOR: JOHN CHARLES KREIL AND NANCY HELEN BUNKELMAN-KEELING KREIL 2005 LIVING TRUST
 LEGAL DESCRIPTION: The Northerly 53 feet of Lot 19, in Block "A", in Addition to Crystal Spring Park, in the Southeast 1/4 of Section 15, in Township 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Northwest corner of said Lot 19, running thence Easterly along the Northerly line of said Lot 19, 170.15 feet to the Northerly line of said Lot 19, 137.25 feet to a point in the West line of said Lot 19; thence North along the West line of said Lot 19, 57.30 feet to the place of beginning.
 REFERENCE BEARING: West line of the SE 1/4 of Section 15-7-18 N01°18'15"E (Per SEWRPC).
 No pipes set as part of this survey.
 NO TITLE POLICY FURNISHED THEREFORE COMPLETENESS OF LEGAL DESCRIPTION AND EASEMENT ARE NOT WARRANTED.



STATE OF WISCONSIN)ss
 COUNTY OF WAUKESHA)
 We Jahnke & Jahnke Associates Inc. do hereby certify that we have made this survey and that the information as shown on the above Plat of Survey is a true and correct representation thereof.

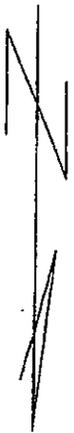
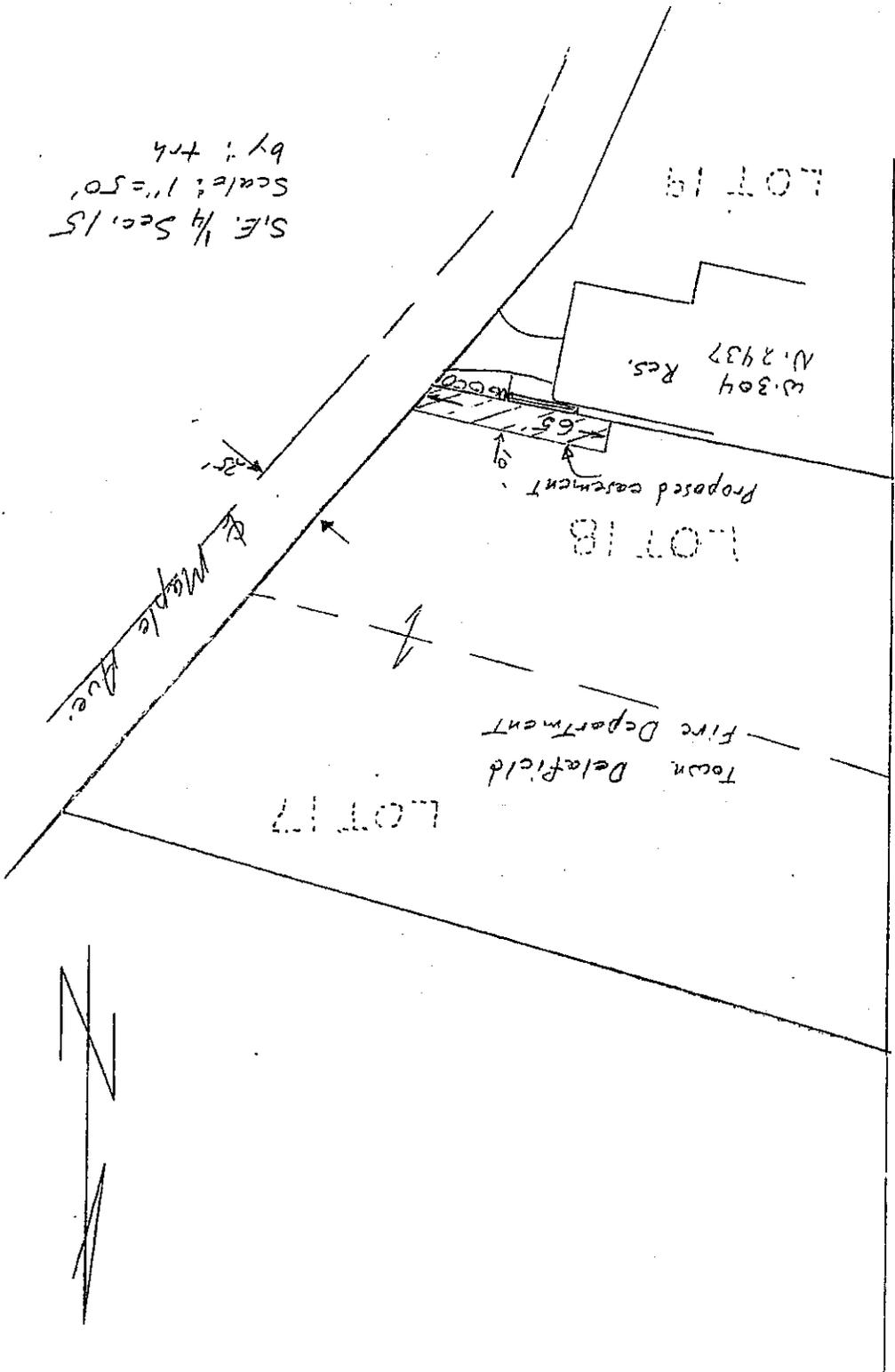
John R. Stigler
 JOHN R. STIGLER - Wis. Reg. No. S-1820

LEGEND:
 (SURV) SURVEYED
 (DESC.) DESCRIPTION

SCALE: 1" = 30'	DATE: OCTOBER 16, 2008
DRAWN BY: P.M. CHECKED BY: J.R.S.	FILE NO.: DELAFIELD-528
BOOK NO.: DELAFIELD--67 pg 61	JOB: S-7663
SHEET	OF

FILE NAME: s:\projects\17663.dwg

S.E. 1/4 Sec. 15
Scale: 1"=50'
by: trk



APR 28 2015

ITEM # 610 PAGE 1 of 5

LAW OFFICES OF
**ARENZ, MOLTER,
MACY, RIFFLE & LARSON, S.C.**
720 N. EAST AVENUE
P.O. BOX 1348
WAUKESHA, WISCONSIN 53187-1348
Telephone (262)548-1340
Facsimile (262)548-9211
Email: elarson@ammr.net

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

RICK D. TRINDL
JULIE A. AQUAVIA
PAUL E. ALEXY
R. VALJON ANDERSON

April 23, 2015

LARRY KRAUSE
TOWN CHAIR
N14 W30782 GOLF ROAD
DELAFIELD, WI 53018

**Re: Town of Delafield
An Ordinance to Repeal and Recreate Sections 9.14(1)(b)(1) and
9.14(6)(b) of the Town of Delafield Municipal Code Related to
Minimum Property Standards
First Draft**

Dear Chairman Krause:

At the recent Staff Meeting the Town Building Inspector recommended that certain changes be made to Section 9.14 of the Town Code, for clarification purposes. We discussed this as a Staff, as you may remember, and I was directed to prepare the necessary ordinance to accomplish this intent. I have had an opportunity to carefully consider this matter.

Enclosed please find an ordinance which make the requested amendments to Section 9.14 of the Town Code. After you have an opportunity to review the enclosed please do not hesitate to contact me with any questions or concerns you may have in this regard. I am providing a copy of this document to the Town Engineer and the Town Building Inspector, and also inviting their comment, if they would have any questions or concerns. Absent any questions or concerns, it is my understanding that this will be placed upon an upcoming Town Board agenda for consideration and possible action to adopt these changes to the Town Code.

As we discussed at the meeting, the building setback issue also exists in the Town Zoning Code, and I believe this dates back to even before the 1998 recodification, but this presents a good opportunity to clarify the issue even in the Zoning Code. I will prepare a Zoning Code amendment ordinance and will forward it separately. There is a separate approval process for zoning amendments, as you know, requiring public hearing and Plan Commission recommendation, and County approval, so we would not want to address the change to Section 9.14, which is enclosed, in the same ordinance that addresses the zoning changes.

LAW OFFICES OF
ARENZ, MOLTER, MACY, RIFFLE & LARSON, S.C.

Larry Krause, Town Chair
April 23, 2015
Page 2

If you should have any questions or concerns in this regard, please do not hesitate to contact me.

Yours very truly,
ARENZ, MOLTER, MACY,
RIFFLE & LARSON, S.C.

Eric J. Larson

Eric J. Larson

EJL/bes
Enclosure

cc: Mary Elsner, Town Clerk
Tim Barbeau, Town Engineer
Tony Fockler, Town Building Inspector

B:\MyFiles\Delafield\Minimum Property Standards\lk.ltr.04-22-15

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND RECREATE
SECTIONS 9.14(1)(b)(1) AND 9.14(6)(b)
OF THE TOWN OF DELAFIELD MUNICIPAL CODE
RELATED TO MINIMUM PROPERTY STANDARDS

WHEREAS, the Town Building Inspector has suggested that certain changes be made to Section 9.14 of the Town Code, which was adopted in 2014, for purposes of consistency and to aid in enforcement; and

WHEREAS, the Town Engineer and the Town Attorney have reviewed the Building Inspector's recommendations and have agreed that these changes will help to clarify certain requirements and aid in enforcement; and

WHEREAS, the Town Board agrees with the recommendations offered by Town Staff.

NOW, THEREFORE, the Town Board of the Town of Delafield, Waukesha County, Wisconsin DOES HEREBY ORDAIN as follows:

SECTION 1: Chapter 9 of the Town of Delafield Municipal Code entitled "Public Peace and Good Order," Section 9.14 entitled "Minimum Property Standards," subsection (1) entitled "Building Separation," subsection (b) entitled "Minimum Standards," subsection (1) entitled "Separation Between Buildings," is hereby repealed and recreated as follows:

1. Separation Between Buildings. No ~~principal~~ building or structure shall be hereafter erected, converted, relocated, enlarged, structurally altered or moved from one location to another so that the building or structure is closer than 20 feet to any other structure on an adjacent lot measured from the outward-most points of the two structures. No ~~accessory~~ building or structure shall be hereafter erected, converted, relocated, enlarged, structurally altered or moved from one location to another so that the building or structure is closer than 10 feet to any other principal or accessory building or structure on the same lot measured from the outward-most points of the two structures.

SECTION 2: Chapter 9 of the Town of Delafield Municipal Code entitled "Public Peace and Good Order," Section 9.14 entitled "Minimum Property Standards," subsection (6) entitled "No Undesirable Structures," subsection (b) entitled "Minimum Standards," is hereby repealed and recreated as follows:

- (b) **Minimum Standards.** No building or structure shall be erected, converted, relocated, enlarged, structurally altered, occupied or reoccupied and no lumber, materials, furniture, equipment or excess excavation shall be stacked, piled or stored in a manner which adversely affects the property values or general desirability of the neighborhood.
1. The Code Enforcement Officer shall submit any such case in question respecting undesirable structures to the Plan Architectural Control Commission for its determination.
 2. The Plan Architectural Control Commission shall base its determination on the following considerations:
 - a. Design or appearance of such unorthodox or abnormal character as to be considered unsightly or offensive to the degree that would have an adverse effect on the property values or general desirability of the neighborhood; or
 - b. Identical design and appearance with adjoining buildings or structures to the degree that monotony and commonness would have an adverse effect on the property values and general desirability of the neighborhood.
 3. The decision of the Plan Architectural Control Commission shall be stated in writing, including the reason for the decision.

SECTION 3: SEVERABILITY.

The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinance whose terms are in

conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

SECTION 4: EFFECTIVE DATE.

This ordinance shall be effective upon publication or posting as provided by law.

Dated this ____ day of _____, 2015.

TOWN OF DELAFIELD

Larry Krause, Town Chairman

ATTEST:

Mary Elsner, Town Clerk

This ordinance posted or published _____
L:\MyFiles\Ordinance\Building Separation Property Limitations Ord.TOD.04-22-15

APR 28 2015

ITEM #7A | PAGE 1 of 2

 **Document G701™ - 2001**

Change Order

<p>PROJECT (Name and address): A New Fire Station and Town Hall for the Town of Delafield W302 N1208 (Fire Station) and W302 N1254 (Town Hall) Maple Avenue Delafield (Town of Delafield), Wisconsin</p>	<p>CHANGE ORDER NUMBER: 027 DATE: April 22, 2015</p>	<p>OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/></p>
<p>TO CONTRACTOR (Name and address): Scherrer Construction Co., Inc. 601 Blackhawk Drive P.O. Box 740 Burlington, WI 53105</p>	<p>ARCHITECT'S PROJECT NUMBER: 13044 CONTRACT DATE: June 24, 2014 CONTRACT FOR: General Construction; Plumbing, Heating, Ventilating and Air Conditioning and Electrical Work</p>	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

E-Mail Communication from Frank Gauger of Scherrer Construction Co., Inc. to Brian Tom Fischer of Fischer-Fischer-Theis, Inc. dated April 7, 2015 (copy attached) along with Change Request No. 47 from Scherrer Construction Co., Inc. dated April 7, 2015 (copy attached) along with Invoice #8763-REVISE from H.E.S.S. Caulking & Restoration Inc. dated March 10, 2015 (copy attached) along with Application and Certificate for Payment #3 REVISED dated March 10, 2015 (copy attached) along with Facsimile Transmittal Sheet from Krahn Painting, LLC dated April 1, 2015 (copy attached) along with Fax Cover Sheet from Performance Roofing systems, Inc. dated March 19, 2015 (copy attached) along with Invoice Number 115383 from Performance Roofing Systems, Inc. dated March 19, 2014 (copy attached) along with Change Order Request from Performance Roofing Systems, Inc. dated March 19, 2014 (copy attached) along with Change Order from Deck Supply, no date (copy attached) along with Invoice Number 1804b from Lake City Mechanical, Inc. dated March 24, 2015 (copy attached)	\$ 615.00
E-Mail Communication from Frank Gauger of Scherrer Construction Co., Inc. to Brian Tom Fischer of Fischer-Fischer-Theis, Inc. dated April 8, 2015 (copy attached) along with Change Request No. 48 from Scherrer Construction Co., Inc. dated April 8, 2015 (copy attached) along with E-Mail Communication from Kent Breitenfeldt of Wolf Paving Company, Inc. to Frank Gauger of Scherrer Construction Co., Inc. dated April 2, 2015 (copy attached)	\$ 385.00
E-Mail Communication from Frank Gauger of Scherrer Construction Co., Inc. to Brian Tom Fischer of Fischer-Fischer-Theis, Inc. dated April 14, 2015 (copy attached) along with Change Request No. 49 from Scherrer Construction Co., Inc. dated April 21, 2015 (copy attached) along with We-Energies Bill for Electric Service from 11/26/14 to 12/04/14 and Gas Services from 10/28/14 to 12/03/14 (copy attached) along with We-Energies Bill for Electric Service from 12/04/14 to 01/08/15 and Gas Services from 12/03/14 to 01/07/15 (copy attached) along with We-Energies Bill for Electric Service from 01/08/15 to 02/06/15 and Gas Services from 01/07/15 to 02/05/15 (copy attached) along with We-Energies Bill for Electric Service from 02/06/15 to 03/09/15 and Gas Services from 02/05/15 to 03/08/15 (copy attached) along with We-Energies Bill for Electric Service from 03/09/15 to 04/08/15 and Gas Services from 03/08/15 to 04/07/15 (copy attached)	(\$6,126.36)
The original Contract Sum was	\$ 3,131,220.00
The net change by previously authorized Change Orders	\$ 218,997.00
The Contract Sum prior to this Change Order was	\$ 3,350,217.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 5,126.00
The new Contract Sum including this Change Order will be	\$ 3,345,091.00
The Contract Time will be unchanged by Zero (0) days.	

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 20 15 ending June 30 20 15

AGENDA ITEM
APR 28 2015
 ITEM # 7B PAGE 1 of 6

Applicant's WI Seller's Permit No.: <u>450-162852076-02</u> FEIN Number: <u>47-242545</u>	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100.00</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class B liquor	\$ <u>250.00</u>
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>250.00</u>
TOTAL FEE	\$ <u>380.00</u>

TO THE GOVERNING BODY of the: Town of } Delafield Village of } City of }

County of Waukesha Aldermanic Dist. No. _____ (if required by ordinance)

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Golden Anchor Properties LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>President Charles Hastings</u>	<u>644 County Rd K, Hartford</u>	<u>WI 53027</u>
Vice President/Member	_____	_____	_____
Secretary/Member	_____	_____	_____
Treasurer/Member	_____	_____	_____
Agent	<u>Charles Hastings</u>	_____	_____
Directors/Managers	<u>Josh Neureuther</u>	_____	_____

3. Trade Name THE GOLDEN ANCHOR Business Phone Number _____

4. Address of Premises N26 W30227 Maple Ave, Pewaukee WI Post Office & Zip Code 53072

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 11/28/14 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
- (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Upstairs apartment for storage, bar area, utility closet, dining area, patio

10. Legal description (omit if street address is given above): _____

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
- (b) If yes, under what name was license issued? Dillon's Steakhouse

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No

13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] Yes No

14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 13th day of January, 20 14

Barbara Kinn
 (Clerk/Notary Public)

My commission expires January 10, 2016

Charles Hastings
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

 (Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>2/20/15</u>	Date reported to council/board <u>3/24/15</u>	Date provisional license issued _____	Signature of Clerk / Deputy Clerk <u>Mary Rosner</u>
Date license granted _____	Date license issued _____	License number issued _____	

SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village City of Delafield County of Waukesha

The undersigned duly authorized officer(s)/members/managers of Golden Anchor Properties WI, LLC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as THE GOLDEN ANCHOR
(trade name)

located at N26 W30227 Maple Ave Pewaukee WI 53072

appoints CHARLES HASTINGS
(name of appointed agent)
644 County Rd K, HARTFORD WI 53027
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).
Germanstown, Butler, Town of Germanstown, ERIN - WI

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 2005-10 years

Place of residence last year 644 County Rd K, HARTFORD WI 53027

For: Golden Anchor Properties WI, LLC
(name of corporation/organization/limited liability company)

By: Charles Hastings
(signature of Officer/Member/Manager)

And: _____
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, CHARLES HASTINGS, hereby accept this appointment as agent for the
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Charles Hastings 1/12/15 Agent's age 47
(signature of agent) (date)
644 County Rd K HARTFORD WI 53027 Date of birth 11-6-67
(home address of agent)

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(date) (signature of proper local official) (town chair, village president, police chief)

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Hastings		Charles		Brian	
Home Address (street/route)		Post Office	City	State	Zip Code
644 HWY K		Hartford	Hartford	WI	53027
Home Phone Number		Age	Date of Birth	Place of Birth	
(414) 334-9363		47	11/6/1967	mt Clemens, MI	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- President of Golden Anchor Properties WI LLC
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 10 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
OWI, Brookfield, 10/2013 convicted (Driver's Safety Plan)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. See reverse
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify.
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Milwaukee Harley-Davidson	11316 W Silver Spring Rd.	2005	Present
Continental Ltd.	Bellview, MI	2003	2005

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 20 day of January, 2015
Barbara A Khin
(Clerk/Notary Public)

Chris LI
(Signature of Named Individual)

My commission expires January 10, 2016



Printed on Recycled Paper

TOWN OF DELAFIELD

N14 W30782 Golf Road
Delafield, WI 53018

Phone: 262-646-2398
Fax: 262-646-8687

Receipt Number:	_____
Amount Paid:	\$5.00
License Number:	_____

**APPLICATION FOR SODA WATER BEVERAGE LICENSE
TOWN OF DELAFIELD**

To the Town Board of the Town of Delafield
Waukesha County, Wisconsin

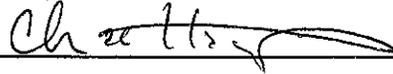
The undersigned hereby makes application of a license for the sale of Soda Water Beverages at the following described premises in the Town of Delafield:

Business Name: THE Golden Anchor

Street Address: N26 W30227 Maple Ave Pewaukee WI ~~53072~~ 53072

Name of Applicant (Please Print): Charles Hastings

All licenses are effective from July 1st of the year applied for through June 30th of the following year, subject to all provisions of Wisconsin Statutes, Section 66.0433 (2), and all regulations adopted by the Town Board. Licenses applied for after July 1st will expire on June 30th of the following year.

Applicant Signature  Date 1/12/14

Applicant Address (if different from business location):
644 County Rd K, HARTFORD WI 53027

2015 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: 5/17/15 TIME OF PROPOSED USE: 11 TO 4

PROPOSED USE: BIRTHDAY PARTY

NUMBER OF PEOPLE (TOTAL): 20 NUMBER 21 YEARS AND OVER: 10

ALCOHOLIC BEVERAGES TO BE SERVED: BEER

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

METHOD OF CHECKING IDS: VISUAL INSPECTION BY HOST

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? _____
IF YES, WILL THERE BE A CHARGE? Y / N

Applicant/Person Responsible:	Organization: (If any)
Name: <u>VICTORIA BOLSKAR</u>	Name: _____
Address <u>2116 PATRICK LN</u> <u>WAUKESHA WI 53188</u>	Address: _____
Phone: <u>615.405.6297</u> Date of Birth <u>02/27/79</u>	Phone: _____
Signature: <u><i>Victoria P. Bolskar</i></u>	Authorized Signature: _____
Dated: <u>4/21/15</u>	Dated: _____

FOR OFFICE USE ONLY

AGE VERIFICATION BY _____ TOWN ALCOHOL BEVERAGE LICENSE CHECKED BY _____

TOWN BOARD APPROVAL Y N DATE _____, 20__

**2015 TOWN OF DELAFIELD
APPLICATION AND RENTAL AGREEMENT FOR TOWN PARK FACILITIES**

SUBMISSION OF THIS FORM CONSTITUTES ACKNOWLEDGEMENT AND ACCEPTANCE OF THE CONDITIONS AND REGULATIONS WITHIN THIS APPLICATION AND AGREEMENT FOR PRIVATE USE OF TOWN PARK FACILITIES.

Applicant/Person Responsible:

Name: VICTORIA BOLSKAR

Organization:** (If any)

Name: _____

Address: 2116 PATRICK LN WAUKESHA 53188

Address: _____

Phone: 615-405-6297

Phone: _____ Cell Phone: _____

Signature: Victoria P. Bolskar Date: 4/2/15

Authorized Signature: _____ Date: _____

**Certificate of Insurance Required

Park Shelter Reservation

PARK REQUESTED SPORTS COMMONS (Sport Commons, Elmhurst, Del-Town)

DATE OF PROPOSED USE: 5/17/15

ESTIMATED NUMBER OF PEOPLE: 20

TIME OF PROPOSED USE: FROM 11 TO 4 (Include enough time for set-up and clean-up)

# OF PERSONS	Sports Commons/ Elmhurst	Non-Resident	Deposit	Alcohol Permit Deposit (separate check)	TOTAL
0 - 50 persons	\$50	\$20	\$50	<u>100</u> 250	<u>310</u>
51-100 persons	\$75	\$20	\$50	\$50	
Over 100 persons	\$100	\$20	\$50	\$50	

\$220

Field Rental Reservation

DATE/TIME: (example) 6/20 / 6PM

___/___/___	___/___/___	___/___/___	___/___/___	___/___/___
___/___/___	___/___/___	___/___/___	___/___/___	___/___/___
___/___/___	___/___/___	___/___/___	___/___/___	___/___/___
___/___/___	___/___/___	___/___/___	___/___/___	___/___/___

Types of fields available for rental:	Specifications (circle one)	Fee per Game	TOTAL GAMES	Fee per Practice	TOTAL PRACTICES	TOTAL AMOUNT DUE** \$100 team dep.
Baseball Field	Base Length					
Sports Commons	80', 90'	\$75		\$50		
Youth Baseball Field						
Sports Commons	60', 70'	\$75		\$50		
Softball Field						
Del-Town	50', 60', 65'	\$75		\$50		
Soccer Field						
Sports Commons	Grass Field	\$10		\$10		
Skateboard Park						
Skateboard Area		\$10		\$10		

*FIELD PREP: Dragging, base positioning, and lining field per specifications given for team (weather permitting) **TEAMS: Deposit of \$100 per team

Please return rental agreement with fees due to:

Town of Delafield, N14 W30782 Golf Road, Delafield, WI 53018

Approved by: _____ Amt Paid: \$ _____

AGENDA ITEM

APR 28 2015

ITEM # 8D PAGE 1 of 2

LAW OFFICES OF
**ARENZ, MOLTER,
MACY, RIFFLE & LARSON, S.C.**
720 N. EAST AVENUE
P.O. BOX 1348
WAUKESHA, WISCONSIN 53187-1348
Telephone (262)548-1340
Facsimile (262)548-9211
Email: elarson@ammr.net

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

RICK D. TRINDL
JULIE A. AQUAVIA
PAUL E. ALEXY
R. VALJON ANDERSON

April 13, 2015

Via Certified Mail, Return Receipt Requested and Regular Mail

James and Debra Stefl
W305 N1775 Silverwood Lane
Delafield, WI 53018

Re: Town of Delafield
Violations of Law
W305 N1775 Silverwood Lane, Town of Delafield

Dear Mr. and Mrs. Stefl:

Please be advised that I am the Town Attorney for the Town of Delafield. In that capacity I have been directed to contact you regarding a noncompliance issue existing on your property. The Town Building Inspector has advised me that you have failed to construct a conforming pool enclosure, as required by Section 17.06 4. F. 1. c., of the Town of Delafield Zoning Code. The Town Building Inspector has advised that on September 8, 2014, he sent you a certified letter giving you 30 days to finish the pool enclosure including a gate. On October 15, 2014, the Building Inspector advised that he again inspected the property and found that the fence was not installed. On November 25, 2014, the Building Inspector advised that he inspected the property and the fence was not installed. On April 7, 2015, the Building Inspector advised that he inspected the property and the fence has not been completed. The Building Inspector advises that you have a high strength pool cover which you believe protects against health and safety risks, however this is not adequate under the Town Code and you will need to complete the fence immediately to bring the property into compliance.

Failure to comply with these applicable ordinances is subject to a penalty of up to \$2,000.00 for each violation, and each day of violation constitutes a separate offense, pursuant to *Section 17.10 3. A., and 25.04(1) of the Town of Delafield Municipal Code*. In addition, your failure to comply causes an ongoing need for the Town of Delafield Building Inspector to re-inspect your property, and the inspection costs will be charged to you for each re-inspection as described in *Section 3.10 of the Town of Delafield Municipal Code*. Additional penalties and remedies are available as described in the Town of Delafield Municipal Code.

LAW OFFICES OF
ARENZ, MOLTER, MACY, RIFFLE & LARSON, S.C.

James and Debra Stefl
April 13, 2015
Page 2

This is an urgent matter and it requires your immediate attention. I am writing in the hope that you will immediately correct these violations and we can avoid further legal proceedings in this regard.

This will be placed upon an upcoming Town Board agenda to consider enforcement against you for these violations. You are directed to appear at the Town of Delafield Town Hall for the Town Board meeting to be held at 7:00 p.m., on April 28, 2015, to show cause why the Town should not commence an action against you immediately.

If you should have any questions regarding these matters, please do not hesitate to contact the Town Building Inspector, Tony Fockler, who can be reached at 262-646-2778.

Yours very truly,
ARENZ, MOLTER, MACY,
RIFFLE & LARSON, S.C.

Eric J. Larson

Eric J. Larson

EJL/bes
cc: Paul Kanter, Town Chair
Mary Elsner, Town Clerk
Tony Fockler, Building Inspector
Tim Barbeau, Zoning Administrator

B:\MyFiles\DeLafield\Code Enforcement\Steff\jds.ltr.04-13-15

DEVELOPER'S AGREEMENT
FOR
Woodridge Estates II
TOWN OF Delafield, Waukesha COUNTY, WISCONSIN

THIS AGREEMENT made this _____ day of _____, _____, between Woodridge Estates, LLC, a WI Limited Liability Corporation, N27W24075 Paul Ct (Suite 200) Pewaukee, WI 53072, hereinafter called "DEVELOPER", for property owned by Woodridge Estates, , hereafter called the "PROPERTY OWNER," (and the PROPERTY OWNER is also jointly and severally referred to herein as "DEVELOPER", to be bound, to all terms and conditions stated herein, for all times that the PROPERTY OWNER owns the SUBJECT LANDS), and the TOWN of Delafield in the County of Waukesha and the State of Wisconsin, hereinafter called the "TOWN".

WITNESSETH:

WHEREAS, the DEVELOPER is the owner of land in the TOWN, said land being described on **EXHIBIT A** attached hereto and incorporated herein, hereinafter called "SUBJECT LANDS"; and

WHEREAS, the DEVELOPER desires to divide and develop SUBJECT LANDS for residential purposes by use of the standard regulations as set forth in Chapter 236 of the Wisconsin Statutes and the municipal ordinance regulating land division and development; and

WHEREAS, Section 236.13 of the Wisconsin Statutes provides that as a condition of approval, the governing body of a municipality within which the SUBJECT LANDS lie may require that the DEVELOPER make and install any public improvements reasonably necessary and/or that the DEVELOPER provide financial security to ensure that the DEVELOPER will make these improvements within a reasonable time; and

WHEREAS, said SUBJECT LANDS are presently zoned R-1 PUD, which allows the above-described development; and

WHEREAS, the DEVELOPER may be required to grant additional easements over a part of the SUBJECT LANDS for sanitary sewer, storm sewer and water; and

WHEREAS, the DEVELOPER and TOWN desire to enter into this agreement in order to ensure that the DEVELOPER will make and install all public improvements which are reasonably necessary and further that the DEVELOPER shall dedicate the public improvements to the TOWN, provided that said public improvements are constructed to municipal specifications, all applicable government regulations, this agreement and as required by the TOWN Engineer, without cost to the TOWN; and

WHEREAS, this agreement is necessary to implement the TOWN zoning and land division ordinances; and

WHEREAS, the DEVELOPER agrees to develop SUBJECT LANDS as herein described in accordance with this agreement, conditions approved by the TOWN Plan Commission and TOWN Board, conditions of certain agencies and individuals in the

County, all TOWN ordinances and all laws and regulations governing said development; and

WHEREAS, the Plan Commission of the TOWN of Delafield has given conditional Preliminary Plat approval to the development, as shown on the document marked "Preliminary Plat" on file in the TOWN Clerk's office, conditioned in part upon the DEVELOPER and the TOWN entering into a DEVELOPER's Agreement, as well as other conditions as approved by the TOWN Board; and

WHEREAS, the DEVELOPER is now seeking from the Plan Commission and TOWN Board of the TOWN of Delafield final plat approval for the development.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the DEVELOPER does hereby agree to develop SUBJECT LANDS as follows and as otherwise regulated by TOWN ordinances and all laws and regulations governing said development, the parties hereto agree as follows:

DEVELOPER'S COVENANTS

SECTION I. IMPROVEMENTS

A. PUBLIC STREETS: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the TOWN written certification from the DEVELOPER'S Engineer or Surveyor that all public street plans are in conformance with all federal, state, county and TOWN specifications, regulations and ordinances, and written proof from the TOWN Engineer evidencing review and approval of said plans.
2. The DEVELOPER shall grade and install all planned public streets in accordance with the preliminary plat, approved development plan of said development or subdivision, or final plat as the case may be and the plans and specifications on file in the TOWN Clerk's office.
3. Construction of the public streets providing access to and fronting a specific lot will be completed, presented and accepted by the TOWN Board through the first lifts of asphalt before any building permits are issued for said lot.
4. The first lifts of the public streets will be completed and presented to the TOWN Board no later than October 15, 2015, or as extended by the TOWN Board. ~~If the public street plan is phased pursuant to a phasing plan approved by the TOWN Board, the first lifts of the second phase of the public streets will be completed and presented to the TOWN Board no later than _____, or as extended by the TOWN Board.~~
5. The final lift of asphalt shall be placed on all public streets after at least one winter season, but not later than October 15, 2016, unless extended by the TOWN Board. ~~If the public street plan is phased pursuant to the phasing plan approved by the TOWN Board, the final lift of asphalt shall be placed on all the public streets after at least one winter season, but no later than _____, unless extended by the TOWN Board.~~

6. The DEVELOPER shall maintain public streets, not including snowplowing, unless otherwise approved by the TOWN Administrator, until accepted by resolution by the TOWN Board.
7. The DEVELOPER shall furnish "as built" plans showing changes from the construction plans, pursuant to specifications approved by the TOWN Engineer. Said "as built" shall be on reproducible mylar and digital file, and shall include field locations and hydrant valves and curb stops, if any.
8. Contractors working on the development or on individual lots are required to clean up all mud, dirt, stone or debris on the streets no later than the end of each working day. In addition, the DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until such time as the final lift of asphalt has been installed by the DEVELOPER and accepted by the TOWN Board. The TOWN shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the streets within twenty-four (24) hours after receiving a notice from the TOWN. If said mud, dirt, stone or debris are not cleaned up after notification, the TOWN will do so at the DEVELOPER's and/or subject property owner's expense, at the option of the TOWN.

B. SANITARY SEWER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the TOWN written certification from the DEVELOPER's Engineer that the sanitary sewer plans are in conformance with all Federal, State, Lake Pewaukee Sanitary District, and TOWN of Delafield specifications, regulations, ordinances and guidelines and written proof that the TOWN Engineer has approved said plans. The Lake Pewaukee Sanitary District will be requiring Developers Agreement and LPSD Engineer approval of the plans. Will the TOWN of Delafield also be requiring the same?
2. To construct, furnish, install and provide a complete sewerage system for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings on file in the TOWN Clerk's office and all applicable Federal, State, Lake Pewaukee Sanitary District, and TOWN of Delafield (LPSD) ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the TOWN of Delafield and as approved by the TOWN Engineer.
3. To clean all sanitary sewers in the SUBJECT LANDS prior to acceptance of the improvements and issuance of building permits by the TOWN of Delafield.
4. To furnish "as built" plans of the sanitary sewage system for the SUBJECT LANDS, including locations of laterals to lot lines, pursuant to specifications approved by the TOWN Engineer prior to the issuance of building permits.
5. To televise the sanitary sewer system for the SUBJECT LANDS, repair any defects as determined by the TOWN Engineer, supply the video tape to the TOWN of Delafield and clean all sewer lines prior to the issuance of building permits and acceptance of the improvements by the TOWN of Delafield.

6. That no building permits shall be issued until the sanitary sewer system for the SUBJECT LANDS has been dedicated to and accepted by the TOWN of Delafield.

C. FIRE HYDRANT:WATER: The DEVELOPER hereby agrees:

1. The DEVELOPER and the TOWN agree that the existing fire hydrant at North Shore Dr. and S. Imperial Dr. is provided in lieu of a fire protection reservoir as described in Section 18.13 of the TOWN of Delafield TOWN Code, and a modification has been granted by the TOWN in this regarding pursuant to Section 18.10 of the TOWN of Delafield TOWN Code contingent upon the fire hydrant being installed as described herein.

D. SURFACE AND STORM WATER DRAINAGE: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the TOWN written certification from the DEVELOPER'S Engineer or Surveyor that all surface and storm water drainage facilities and erosion control plans are in conformance with all federal, state, county and TOWN regulations, guidelines, specifications, laws and ordinances, and written proof that the TOWN Engineer and the Waukesha County Department of Park and Land Use, Land Resources Division, if applicable, have reviewed and approved said plans.
2. The DEVELOPER shall construct, install, furnish and provide adequate facilities for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and adjacent property, in accordance with all plans and specifications on file in the TOWN Clerk's office, and all applicable federal, state, county and TOWN regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the TOWN Engineer and the Waukesha County Department of Park and Land Use, Land Resources Division, if applicable, including where necessary as determined by the TOWN Engineer, curb, gutter, storm sewers, catch basins and infiltration/retention/ detention basins.
3. The DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed and accepted by the TOWN Board before any building permits are issued.
4. To maintain roads free from mud and dirt from construction of the development.
5. The TOWN Board will not accept the surface and storm water drainage system until the entire system is installed and landscaped in accordance with plans and specifications to the satisfaction of the TOWN Engineer.
6. The DEVELOPER shall clean all storm sewers, if any, prior to issuance of building permits and acceptance of improvements by the TOWN Board.
7. The TOWN retains the right to require DEVELOPER to install additional surface and storm water drainage measures if it is determined by the TOWN Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable stormwater drainage within the development and surrounding area.

8. To furnish "as built" plans of the entire drainage system, pursuant to specifications approved by the TOWN Engineer prior to the issuance of building permits, if required by the TOWN Engineer.

E. GRADING, EROSION AND SILT CONTROL: The DEVELOPER hereby agrees that:

1. Prior to commencing site grading and excavation, the DEVELOPER shall provide to the TOWN written certification from the DEVELOPER'S Engineer or Surveyor that said plan, once implemented, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources, if applicable, and written proof that the TOWN Engineer and the Waukesha County Department of Park and Land Use, Land Resources Division, and the Army Corps of Engineers, if applicable, have approved said plans.
2. The DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the TOWN Engineer, the Waukesha County Department of Park and Land Use, Land Resources Division, and Army Corps of Engineers, if applicable.
3. All disturbed areas not actively being worked (per WDNR standards) shall be restored to the satisfaction of the TOWN Engineer within seven (7) days of disturbance. Any cash or letter of credit posted with the TOWN will not be released until the TOWN Engineer is satisfied that no further erosion measures are required.

F. LANDSCAPING AND SITE WORK: The DEVELOPER hereby agrees that:

1. The DEVELOPER shall preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainageways, building foundation sites, private driveways, soil absorption waste disposal areas, paths and trails by use of sound conservation practices.
2. The DEVELOPER, as required by the TOWN, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.
3. Landscaping and removal of unwanted items, including buildings, will be completed and certified as complete by the TOWN Engineer prior to the issuance of any building permits.
4. The DEVELOPER shall delineate all wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the TOWN staff prior to the issuance of building permits.
5. The TOWN has the right to trim and remove any features which would interfere with safe operation and maintenance of the TOWN right-of-ways and drainageways.

G. STREET SIGNS AND TRAFFIC CONTROL SIGNS: The DEVELOPER hereby agrees that:

1. Street signs, traffic control signs, culverts, posts and guard rails as required by the TOWN shall be obtained and placed by the TOWN, or by the DEVELOPER with approval of the TOWN, and the cost thereof shall be paid by the DEVELOPER.
2. All traffic control signs and street signs, as required by the TOWN will be installed within five (5) working days of the placement of the first lifts of asphalt.

H. ~~STREET LIGHTS:~~ ~~The DEVELOPER hereby agrees to install a street lighting system in the development according to a plan prepared by the Wisconsin Electric Power Company and on file with the TOWN Clerk and approved by the TOWN of _____ prior to issuance of building permits unless waived by TOWN Staff.~~

I. ADDITIONAL IMPROVEMENTS:

The DEVELOPER hereby agrees that if, at any time after plan approval and during construction, the TOWN Engineer determines that modifications to the plans including additional improvements such as additional drainage ways, erosion control measures, and surface and storm water management measures are necessary in the interest of public safety, are necessary in order to comply with current laws or are necessary for implementation of the original intent of the improvement plans, the TOWN is authorized to order DEVELOPER, at DEVELOPER'S expense, to implement the same. If DEVELOPER fails to construct the additional improvement within a reasonable time under the circumstances, the TOWN may cause such work to be carried out and shall charge against the financial guarantee held by the TOWN pursuant to this agreement.

SECTION II. TIME OF COMPLETION OF IMPROVEMENTS:

The improvements set forth in Section I above shall be completed by the DEVELOPER in total within twelve (12) months of the date of this agreement being signed except as otherwise provided for in this agreement. In every case, regardless of circumstances, all work contemplated by this agreement must be completed no later than _____, unless this ultimate deadline is extended in writing the TOWN Board.

SECTION III. FINAL ACCEPTANCE.

Throughout this agreement, various stages of the development will require approval by the TOWN. "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of the improvements in the completed development as a whole, and shall be granted specifically by separate resolution of the TOWN Board. The one-year guarantee period provided for in this agreement shall not commence to run until Final Acceptance. The issuance of building permits and approval of various items of development shall not commence the one-year guarantee period.

SECTION IV. DEDICATION OF IMPROVEMENTS:

Subject to all of the other provisions of this agreement, the DEVELOPER shall, without charge to the TOWN, upon completion of the above described improvements, unconditionally give, grant, convey and fully dedicate the public improvements to the

TOWN, its successors and assigns, forever, free and clear of all encumbrances whatever, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, the TOWN shall have the right to connect or integrate other improvements as the TOWN decides, with no payment or award to, or consent required of, the DEVELOPER.

Dedication shall not constitute acceptance of any improvement by the TOWN Board. All improvements will be accepted by the TOWN Board by separate resolution at such time as such improvements are in acceptable form and according to the TOWN specifications. Said resolution shall be recorded, if needed, with the Waukesha County Register of Deeds. DEVELOPER will furnish proof to the TOWN, prior to the dedication required, that the public land and improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

SECTION V. ACCEPTANCE OF WORK AND DEDICATION:

When the DEVELOPER shall have completed the improvements herein required and shall have dedicated the same to the TOWN as set forth herein, the same shall be accepted by the TOWN Board if said improvements have been completed as required by this agreement and as required by all federal, state, county or TOWN guidelines, specifications, regulations, laws and ordinances and approved by the TOWN Engineer.

SECTION VI. APPROVAL BY TOWN NOT TO BE DEEMED A WAIVER.

The ultimate responsibility for the proper design and installation of streets, sanitary facilities, fire hydrant~~water~~ facilities, drainage facilities, ditches, landscaping and all other improvements are upon the DEVELOPER. The fact that the TOWN or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a waiver, or relieve the DEVELOPER from the ultimate responsibility for the design, performance and function of the development and related infrastructure.

SECTION VII. GUARANTEES OF IMPROVEMENTS:

A. Guarantee. The DEVELOPER shall guarantee after Final Acceptance, the public improvements and all other improvements described in Section I hereof, against defects due to faulty materials or workmanship, provided that such defects appear within a period of one year from the date of Final Acceptance, by providing the TOWN with cash or a letter of credit in a form acceptable to the TOWN Attorney in an aggregate amount of ten percent (10%) of the total cost of all improvements. The DEVELOPER shall pay for any damages to TOWN property and/or improvements resulting from such faulty materials or workmanship. This guarantee shall not be a bar to any action the TOWN might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to pay for any damages or defects to TOWN property and/or improvements, and the TOWN is required to draw against the cash or letter of credit on file with the TOWN, the DEVELOPER is required to replenish said monies up to the aggregate amount of ten percent (10%) of the total cost of all improvements.

- B. Obligation to Repair. The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the improvements in good and sound condition, satisfactory to the TOWN Board at the expiration of the guarantee period.
- C. Notice of Repair. If during said guarantee period, the improvements shall, in the reasonable opinion of the TOWN Staff, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, the DEVELOPER shall, upon notification by the TOWN of Delafield the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the DEVELOPER fail to make such repair or replacement within the time specified by the TOWN in the aforementioned notification, after notice has been sent as provided herein, the TOWN Board may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the TOWN Board may draw upon such guarantee security to pay any costs or expenses incurred in connection with such repairs or replacements. Should the costs or expenses incurred by the TOWN Board in repairing or replacing any portion of the improvements covered by this guarantee exceed the amount of the guarantee security, then the DEVELOPER shall immediately pay any excess cost or expense incurred in the correction process.
- D. Maintenance Prior to Acceptance.
1. All improvements shall be maintained by the DEVELOPER so they conform to the approved plans and specifications at the time of their Final Acceptance by the TOWN Board. This maintenance shall include routine maintenance, such as crack filling, roadway patching and the like. In cases where emergency maintenance is required, the TOWN Board retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such associated costs. Said bill shall be paid immediately by the DEVELOPER. The DEVELOPER'S obligation to maintain all improvements shall expire at Final Acceptance.
 2. Street sweeping and dust suppression shall be done by the DEVELOPER upon a regular basis as needed to ensure a reasonably clean and safe roadway until Final Acceptance by the TOWN Board. Should the DEVELOPER fail to meet this requirement, the TOWN Board will cause the work to be done and will bill the DEVELOPER on a time and material basis. Said bill shall be paid immediately by the DEVELOPER.
 3. In the event drainage problems arise within the SUBJECT LANDS or related activities on the SUBJECT LANDS, the DEVELOPER shall correct such problems to the satisfaction of the TOWN Staff. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the TOWN Board is satisfied that the DEVELOPER has restored all areas which were disturbed because of this development.

SECTION VIII. TOWN RESPONSIBILITY FOR IMPROVEMENTS:

The TOWN shall not be responsible to perform repair, maintenance, or snow plowing, unless otherwise approved by the TOWN Administrator, on any improvements until accepted by the TOWN Board.

SECTION IX. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVALS OF FINAL PLAT:

If a DEVELOPER proceeds with the installation of public improvements or other work on the site prior to approval of the final plat, it proceeds at its own risk as to whether or not the final plat will receive all necessary approvals. The DEVELOPER, prior to commencement of the installation of public improvements or other work on site, shall notify the TOWN of the DEVELOPER'S intention to proceed with the installation of public improvements or other work on site, prior to approval of the final plat. Additionally, DEVELOPER shall make arrangements to have any public improvements and/or other work on site inspected by the TOWN Engineer.

SECTION X. FINANCIAL GUARANTEE:

Prior to the execution of this agreement by the TOWN Board, the DEVELOPER shall file with the TOWN cash or a letter of credit setting forth terms and conditions in a form approved by the TOWN Attorney in the amount as approved by the TOWN Engineer as a guarantee that the DEVELOPER will perform all terms of this agreement no later than one year from the signing of this agreement except as otherwise set forth in this agreement. If at any time:

- A. The DEVELOPER is in default of any aspect of this agreement, or
- B. The DEVELOPER does not complete the installation of the improvements within one (1) year from the signing of this agreement unless otherwise extended by this agreement or by action of the TOWN Board, or
- C. The letter of credit on file with the TOWN is dated to expire sixty (60) days prior to the expiration of the same if the same has not been extended, renewed or replaced, or
- D. The DEVELOPER fails to maintain a cash deposit or letter of credit in an amount approved by TOWN Engineer, and in a form approved by the TOWN Attorney, to pay the costs of improvements in the development,

the DEVELOPER shall be deemed in violation of this agreement and the TOWN Board shall have the authority to draw upon the letter of credit.

The amount of the letter of credit may be reduced from time to time as and to the extent that the portion of work required under this Agreement is completed and paid for, provided that the remaining letter of credit is sufficient to secure payment for any remaining improvements and also provided that no reduction shall occur until it is approved in writing by the TOWN Administrator.

The lending institution providing the irrevocable letter of credit shall pay to the TOWN Board all sums available for payment under the irrevocable letter of credit upon demand, subject to the terms and conditions of the irrevocable letter of credit, and upon its failure to

do so, in whole or in part, the TOWN shall be empowered in addition to its other remedies, without notice or hearing, to impose a special charge for the amount of said completion costs, upon each and every lot in the development payable with the next succeeding tax roll.

SECTION XI. BUILDING AND OCCUPANCY PERMITS:

It is expressly understood and agreed that no building or occupancy permits shall be issued for any homes, including model homes, until the TOWN Engineer has determined that:

- A. The installation of the first lifts of asphalt of the public street(s) providing access to and fronting a specific lot for which a building permit is requested has been completed and accepted by the TOWN Board.
- B. The site grading and construction of surface and storm water drainage facilities required to serve such homes are completed, are connected with an operating system as required herein, are cleaned as needed, and are accepted by the TOWN Board.
- C. All landscaping (weather and seasonality permitting) and removal of unwanted items, including buildings, has been certified as complete by the TOWN Engineer.
- D. All required grading plans have been submitted to, reviewed by and approved by the TOWN Engineer.
- E. The DEVELOPER has paid in full all permit fees and reimbursement of administrative costs as required by this agreement.
- F. The DEVELOPER has prepared appropriate deed restrictions which are approved by the TOWN, filed with the TOWN Clerk and recorded with the Register of Deeds.
- G. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.
- H. All required "as built" plans for the SUBJECT LANDS have been submitted and approved by the TOWN Engineer.
- I. All public and private utilities have been installed in the SUBJECT LANDS, including street lighting fixtures (unless waived by the TOWN Administrator), the sanitary sewer system, and the water system.
- J. The DEVELOPER is not in default of any aspect of this agreement.
- K. There is no default of any aspect of this agreement as determined by the TOWN Administrator.
- L. The DEVELOPER has delineated the wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the TOWN Staff prior to the issuance of building permits.

SECTION XII. RESERVATION OF RIGHTS AS TO ISSUANCE OF BUILDING PERMITS:

The TOWN reserves the right to withhold issuance of any and all building permits if DEVELOPER is in violation of this agreement.

SECTION XIII. VACANT LOT MAINTENANCE EASEMENT.

Developer shall grant a vacant lot maintenance easement to the TOWN, in a form that is subject to the approval of the TOWN Attorney, and which shall be recorded with the Waukesha County Register of Deeds. The easement shall grant the TOWN the right (but not the obligation) to enter upon any vacant Lot in the SUBJECT LANDS in order to inspect, repair, or restore the property so that it is in compliance with all applicable provisions of the TOWN of Delafield Municipal Code, and applicable laws. A vacant lot shall include any lot that does not have an occupied principal structure that is used for single family purposes at the time of inspection, repair or restoration. All costs incurred by the TOWN in exercising its right to inspect, repair or restore the Lot shall be borne by the owner of the Lot necessitating such inspection, repair or restoration and if not paid for by such Lot owner within forty-five (45) days of receipt of any invoice therefore, may be placed against the tax roll for the Lot and collected as a special charge by the TOWN.

SECTION XIV. VACANT LOT MAINTENANCE FINANCIAL SECURITY.

~~Developer shall provide a letter of credit in an amount approved by the TOWN Staff, and in a form approved by the TOWN Attorney, to guarantee that all vacant lots in the SUBJECT LANDS shall, at all times, be properly maintained to the minimum standards described in the TOWN of Delafield Municipal Code, including but not limited to Chapter 40, entitled "Public Nuisance", and Chapter 11, entitled "Health and Sanitation", including Section 11.07 entitled "Property Maintenance Code". Said letter of credit shall be in full force and effect until such time as all Lots in the development are rough graded with an established growth of grass.~~

SECTION XV. RESTRICTION AGAINST UNFINISHED OR UNOCCUPIED HOMES.

The parties intend that all homes in the Subject Land shall be owned, occupied and used for single family purposes. The parties also intend that homes on the lots will not be left unfinished or unoccupied for extended period of time. Therefore, no more than 25 Lots owned by the Developer and/or by any person or entity for the benefit of the Developer, shall be subject to a current building permit at any one time. Following the residential occupancy permit issuance of one such Lot, the Developer is entitled to receive one additional building permit for an additional Lot, and so forth, provided that at no time shall the number of unfinished or unoccupied homes on Lots owned, or beneficially owned, by the Developer exceed said number.

SECTION XVI. MISCELLANEOUS REQUIREMENTS: The DEVELOPER shall:

A. EASEMENTS:

Provide any easements including vision easements on SUBJECT LANDS deemed necessary by the TOWN Engineer before the final plat is signed or on the final plat and such easements shall be along lot lines if at all possible.

B. TREE PLANTING:

Plant one tree, having a diameter of 2-1/2 inches at breast height at the time of planting, in the front yard of each lot in the development.

C. MANNER OF PERFORMANCE:

Cause all construction called for by this agreement to be carried out and performed in a good and workerlike manner.

D. SURVEY MONUMENTS:

Properly place and install any lot, block or other monuments required by State Statute, TOWN Ordinance or the TOWN Engineer.

E. DEED RESTRICTIONS:

Execute and record deed restrictions in a form that is subject to the approval of the TOWN Board and TOWN Attorney, and provide proof of recording prior to sale of lots for the SUBJECT LANDS. The Deed Restrictions shall contain language to require the lot owners and/or homeowner's association within the subdivision to maintain all stormwater management facilities. The deed restrictions shall also contain the following language:

"Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the TOWN Engineer on file in the office of the TOWN Clerk. The DEVELOPER and/or the TOWN and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same."

(Alternate No. 2: Use this language if there will not be a master lot grading plan:)

~~"No owner of any lot shall or will at any time alter the grade of any lot from that which is naturally occurring on that lot at the time the site development improvements have been completed by the DEVELOPER unless and until the lot owner shall first obtain the written approval of the TOWN Engineer for such grade alteration. In order to obtain this approval, it shall first be necessary for the lot owner, at the lot owner's expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, states that the effects on site drainage will not be in violation of law as to alteration of natural drainage courses, and is a plan which does not unreasonably affect an adjacent property owner as regards drainage or their viewing of unreasonable slope treatment. The TOWN Engineer's approval, if granted, shall not relieve the lot owner from the ultimate responsibility for the design, performance, and function of the grade alteration and/or drainage condition, and the lot owner by requesting the alteration, and/or by altering the grade, thereby agrees to indemnify and hold harmless the TOWN and its agents, employees and independent contractors regarding the same. The DEVELOPER and/or the TOWN and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any~~

time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same."

F. GRADES:

Prior to the issuance of a building permit for a specific lot, the DEVELOPER and/or lot owner and/or their agent shall furnish to the Building Inspector of the TOWN a copy of the stake out survey showing the street grade in front of the lot, the finished yard grade, the grade of all four corners of the lot, and the lot corner grades of the buildings on adjoining lots where applicable, as existing and as proposed.

G. RESERVE CAPACITY ASSESSMENTS - SANITARY SEWER:

~~As provided in the TOWN Land Division Ordinance, the DEVELOPER agrees to pay a reserve capacity assessment to be used for the costs of reserve capacity created by the TOWN in the TOWN's sanitary sewerage collection and treatment facilities for the benefit of the DEVELOPER. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII, Wisconsin Statutes. The reserve capacity assessments against the above-described property shall be in an amount established by the TOWN's Land Division Ordinance and including annual increases.~~

~~The DEVELOPER hereby waives, pursuant to Section 66.0703(7)(b), Wisconsin Statutes, any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of special assessments [including, but not limited to, the notice and hearing requirements of Chapter 66 Subchapter VII] and agrees that the municipality may proceed immediately to levy the special assessments as outlined herein.~~

~~The DEVELOPER further waives its right to appeal from the special assessments and stipulates that the amount of special assessment levied against its property has been determined on a reasonable basis and that the benefits to its property from the proposed improvements exceed the amount of the special assessment against such property. In addition, the DEVELOPER waives its right under Section 66.0627 and agrees to promptly pay any special charges which may be levied against its property. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII and Section 66.0627, Wisconsin Statutes.~~

H. RESERVE CAPACITY ASSESSMENTS - WATER:

~~The DEVELOPER agrees to pay a reserve capacity assessment as required in Section 22.23(2)(b) and other relevant sections of the TOWN Code, to be used for the costs of reserve capacity created by the TOWN in the TOWN's water system for the benefit of the DEVELOPER. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII, Wisconsin Statutes. The reserve capacity assessments against the above-described property shall be an amount established in the TOWN's Land Division Ordinance and is subject to annual increases.~~

~~The DEVELOPER hereby waives, pursuant to Section 66.0703(7)(b), Wisconsin Statutes, any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of special assessments [including, but not limited to, the notice and hearing requirements of Chapter 66 Subchapter VII] and agrees that the municipality~~

~~may proceed immediately to levy the special assessments as outlined herein. The DEVELOPER further waives its right to appeal from the special assessments and stipulates that the amount of the special assessments levied against its property has been determined on a reasonable basis and that the benefits to its property from the proposed improvements exceed the amount of the special assessment against such property.~~

~~In addition, the DEVELOPER waives its rights under Section 66.0627 and agrees to promptly pay any special charges which may be levied against its property. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII and Section 66.0627, Wisconsin Statutes.~~

I. UNDERGROUND UTILITIES:

Install all electrical, telephone, cable and gas utilities underground. Coordination of installation and all costs shall be the responsibility of the DEVELOPER.

J. PERMITS:

Provide and submit to the TOWN requesting the same, valid copies of any and all governmental agency permits.

K. REMOVAL OF TOPSOIL:

The DEVELOPER agrees that no topsoil shall be removed from the SUBJECT LANDS without approval from the TOWN Engineer.

L. IMPACT FEES: PARK AND PUBLIC SITE DEDICATION FEES:

The DEVELOPER shall pay all impact fees and park and public site dedication fees as required by TOWN of Delafield TOWN Ordinances, that applies for any particular lot in the subdivision prior to a building permit being issued for such lot, unless such fee is paid by the permit applicant. ~~To pay as provided in the TOWN'S Ordinances, a fee per lot developed in lieu of dedication of lands for park and public sites. The fee for the entire development shall be paid prior to final approval of the final plat. Paid at building permit issuance~~

M. PREVAILING WAGE RATES AND HOURS OF LABOR:

If any aspect of the development involves a project of public works that is regulated by Wisconsin Statutes Section 66.0903, then: (1) The Developer shall pay wage rates not less than the prevailing hourly wage rate as described and regulated pursuant to such statutes and related laws; and (2) The Developer shall comply with the prevailing hours of labor as described and regulated pursuant to such statutes and related laws; and (3) The Developer shall fully comply with the reporting obligations, and all other requirements of such laws; and (4) The Developer shall ensure that the Developer's subcontractors also fully comply with such laws. The Developer's General Indemnity obligation of this Agreement shall apply to any claim that alleges that work contemplated by this Agreement is being done, or has been done, in violation of prevailing wage rates, prevailing hours of labor, or Wisconsin Statutes Section 66.0903, for any work arising out of this agreement.

N. NOISE:

Make every effort to minimize noise, dust and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of improvements shall not begin before 7:00 a.m. during weekdays and Saturdays, and 9:00 a.m. on Sundays. Construction of improvements shall not continue beyond 7:00 p.m. during weekdays and Saturdays, and 5:00 p.m. on Sundays.

O. DEBRIS:

Have ultimate responsibility for cleaning up debris that has blown from buildings under construction within the SUBJECT LANDS until such time as all improvements have been installed and accepted by the TOWN Board. The TOWN shall make a reasonable effort to require the contractor, who is responsible for the debris, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the debris within forty-eight (48) hours after receiving a notice from the TOWN Engineer. If said debris is not cleaned up after notification, the TOWN will do so at the DEVELOPER'S and/or subject property owner's expense.

P. DUTY TO CLEAN ROADWAYS:

The DEVELOPER shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The DEVELOPER shall clean the roadways within forty-eight (48) hours after receiving a notice from the TOWN Engineer. If said mud, dirt and stone is not cleaned up after notification, the TOWN will do so at the DEVELOPER's expense. The TOWN will do its best to enforce existing ordinances that require builders to clean up their mud from construction.

Q. PUBLIC CONSTRUCTION PROJECTS:

If any aspect of the development involves a public construction project subject to the State law, all requirements of the State Public Construction Bidding Law must be satisfied, including but not limited to, providing a performance bond.

R. ZONING CODE:

The DEVELOPER acknowledges that the lands to be developed are subject to the TOWN of Delafield Zoning Code.

SECTION XVII. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES:

The DEVELOPER shall pay and reimburse the TOWN promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the TOWN in connection with this development or relative to the construction, installation, dedication and acceptance of the development improvements covered by this agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. TOWN employee costs shall be based on regular TOWN pay rates (or Engineering and administrative overtime, if applicable) plus 40% on the hourly rate for overhead and fringe benefits for any time actually spent on the project. Any costs for outside consultants shall be charged at the

rate the consultant charges the TOWN. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the financial guarantee held by the TOWN pursuant to this agreement, or assessed against the development land as a special charge pursuant to §66.0627, Wis. Stats.

SECTION XVIII. GENERAL INDEMNITY:

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the TOWN, its officers, agents, employees and independent contractors growing out of this agreement by any party or parties. The DEVELOPER shall also name as additional insureds on its general liability insurance the TOWN, its officers, agents, employees and any independent contractors hired by the TOWN to perform services as to this development and give the TOWN evidence of the same upon request by the TOWN.

SECTION XIX. TOWN RESPONSIBILITY:

A. The TOWN agrees to pay for the following oversizing costs, if it is determined by the TOWN that the oversizing is necessary. The oversizing costs shall be calculated by viewing bids for similar improvements to determine the cost differences between the stated sizes. The TOWN reserves the right to determine the bid amounts to be used in this calculation.

1. Cost of increasing the size of the water main from eight inches to a larger size, including the cost of larger gate valves.
2. Cost of increasing the size of the sewer main from eight inches to a larger size.

~~B. The TOWN agrees to allow the DEVELOPER to connect to the TOWN of _____'s municipal water system and sewerage system at such time as the water system and sanitary sewer system required herein has been dedicated to and accepted by the TOWN of _____.~~

SECTION XX. INSURANCE:

The DEVELOPER, its contractors, suppliers and any other individual working on the SUBJECT LANDS in the performance of this agreement shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in the amounts as required by the TOWN.

SECTION XXI. EXCULPATION OF TOWN CORPORATE AUTHORITIES:

The parties mutually agree that the TOWN Chairman of the TOWN Board, and/or the TOWN Clerk, entered into and are signatory to this agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

SECTION XXII. GENERAL CONDITIONS AND REGULATIONS:

All provisions of the TOWN Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this agreement as fully as if set forth at length herein. This agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

SECTION XXIII. ZONING:

The TOWN does not guarantee or warrant that the SUBJECT LANDS will not at some later date be rezoned, nor does the TOWN herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement.

SECTION XXIV. COMPLIANCE WITH CODES AND STATUTES:

The DEVELOPER shall comply with all current and future applicable codes of the TOWN, County, State and federal government and, further, DEVELOPER shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the TOWN, County, State or federal government.

SECTION XXV. PUD CONDITIONAL USE, PRELIMINARY PLAT AND FINAL PLAT CONDITIONS:

The DEVELOPER acknowledges that the SUBJECT LANDS are subject to a conditional use permit for a planned unit development, a conditional preliminary plat approval and, if it is approved, will be subject to a conditional final plat approval by the TOWN. The DEVELOPER further agrees that it is bound by these conditions. A copy of the conditional use permit approval for the SUBJECT LANDS is attached hereto and incorporated herein as EXHIBIT C, the conditional preliminary plat approval for the SUBJECT LANDS is incorporated herein as EXHIBIT D, and the conditional final plat approval for the SUBJECT LANDS, if it is approved, will be incorporated herein as EXHIBIT E. If there is a conflict between the conditions as forth in said conditional approvals and the Developer's Agreement, the more restrictive shall apply.

SECTION XXVI. AGREEMENT FOR BENEFIT OF PURCHASERS:

The DEVELOPER agrees that in addition to the TOWN'S rights herein, the provisions of this agreement shall be for the benefit of the purchaser of any lot or any interest in any lot or parcel of land in the SUBJECT LANDS.

SECTION XXVII. ASSIGNMENT:

The DEVELOPER shall not assign this agreement without the written consent of the TOWN. If required by the TOWN, the assignee must agree to all terms and conditions of this document in writing.

SECTION XXVIII. PARTIES BOUND:

The DEVELOPER or its assignees shall be bound by the terms of this agreement or any part herein as it applies to any phase of the development.

SECTION XXIX. HEIRS & ASSIGNS:

This agreement is binding upon the DEVELOPER, owners, their successors and assigns, and any and all future owners of the SUBJECT LANDS. This Section allows for TOWN enforcement of the terms and conditions of this agreement against all such successors. This Section does not, however, grant rights to such successors absent TOWN written consent, as described in Section XXVII.

SECTION XXX. SALE OF LOTS. No lots in the SUBJECT LANDS may be sold until the final plat is recorded.

SECTION XXXI. PHASING OF DEVELOPMENT:

In that the DEVELOPER has voluntarily agreed to develop the subject land in phases and has further agreed to submit along with the Final Plat of the first phase a phasing plan for the entire development, which shall be in substantial conformity with the phasing plan prepared and discussed by the Plan Commission for the TOWN of Delafield and shall be subject to review and must be specifically approved by the TOWN Board. Section 236.11(b), Wisconsin Statutes, which requires Final Plats to be filed within twenty-four (24) months of the date of approval of the Preliminary Plat is hereby waived by the TOWN provided the DEVELOPER complies with the approved phasing plan and further provided that the Final Plat of each phase complies substantially with the Preliminary Plat, as provided in Section 236.11(b), Wisconsin Statutes. No work shall commence on any phase of the development, subsequent to the phase hereby authorized, unless and until a new Developer's Agreement is entered and a new financial guarantee is provided to the TOWN of Delafield.

~~*(Note: This section, of course, only applies if the DEVELOPER is proposing to proceed with the development in phases, and then only if the TOWN has approved the phasing plan; otherwise, this section should be deleted.)*~~

SECTION XXXII. STORMWATER AGREEMENT:

Prior to the sale of any lot in the subdivision, the DEVELOPER shall enter a Stormwater Agreement with the TOWN in a form approved by the Town Attorney and the Town Engineer to ensure the proper maintenance of all stormwater facilities within the SUBJECT LANDS, and such Stormwater Agreement shall be recorded against the SUBJECT LANDS.

SECTION XXXIII. RECORDING: This agreement shall be recorded against the SUBJECT LANDS, and shall run with the land.

SECTION XXXIV. AMENDMENTS:

The TOWN and the DEVELOPER, by mutual consent, may amend this Developer's Agreement at any meeting of the TOWN Board. The TOWN shall not, however, consent to an amendment until after first having received a recommendation from the TOWN'S Plan Commission.

IN WITNESS WHEREOF, the DEVELOPER and the TOWN have caused this agreement to be signed by their appropriate officers and their corporate seals (if any) to be hereunto affixed in three original counterparts the day and year first above written.

Dated this _____ day of _____, 2015. (Developer's Name)

Dated this _____ day of _____, 2015.

TOWN OF DELAFIELD
WAUKESHA COUNTY, WISCONSIN

Larry Krause
TOWN Chair

ATTEST:

Mary Elsner
TOWN Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, _____, the above-named Larry Krause, TOWNChair, and Mary Elsner, TOWN Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such TOWN Chair and TOWN Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the TOWN Board from their meeting on the _____ day of _____, _____.

NOTARY PUBLIC, STATE OF WI
My commission expires:_____

APPROVED AS TO FORM:

TOWN Attorney

B:\MyFiles\Delafield\Woodridge\Woodridge Estates Dev Agr 07-10-14.redlined.ejl.07-22-14

**Town of Delafield
Fermented Malt Beverages & Intoxicating Liquors License Application**

APR 28 2015

ITEM # 8F PAGE 1 of 2

To the Board of Supervisors of the Town of Delafield:

I hereby apply for a License of service, from date hereof to June 30, 2016, inclusive (unless sooner revoked), Fermented Malt Beverages and Intoxicating Liquors, subject to the limitations imposed by Section 125.32(2) and 125.68(2) of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the sale of such beverages and liquors if a license is granted to me.

New **Renewal**

Please Print

Driver's License Or WI I.D.# <u>S324-1766-8759-03</u>	Birth Date <u>7-19-68</u>	Telephone Number <u>414-379-4557</u>
First Name <u>Diana</u>	Middle Initial <u>R</u>	Last Name <u>Stukel</u>
Street Address <u>N26 W30227 Maple Ave 2B</u>	City <u>Pewaukee</u>	State <u>WI</u>
Social Security Number	United States Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No	Zip Code <u>53072</u>
Business Establishment For Which Applying <u>Golden Anchor</u>	Street Address of Business <u>N26W30227 Maple Ave Pewaukee</u>	

- If you checked **NEW** above - have you completed the Bartenders Training Course in the State of Wisconsin or held a bartenders license in the State of Wisconsin within the last two years? Yes No
- Have you **EVER** been convicted of violating any:

Federal Laws ANYWHERE?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Wisconsin State Laws?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Laws of ANY other State?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Ordinances of any municipality?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
- If you answered **YES** to any question listed in #2 above complete the following for each conviction:

Date of Conviction	City & State where violation occurred
Nature of offense	

Date of Conviction	City & State where violation occurred
Nature of offense	

(List additional offenses on back of form)

- Are there any charges listed in #2 above that are **PRESENTLY PENDING** against you? Yes No
If YES answer:

Date of Offense	City & State where violation occurred
Nature of offense	

(List additional offenses on back of form)

4481984 4/17/2015

DEPARTMENT OF JUSTICE CRIME INFORMATION BUREAU

Request Date : 04/17/2015
Report Date : 04/17/2015
Order Number : 4481984
Request Reason : Government

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

Name	DIANA R STUKEL
Date of Birth	07/19/1968
Sex	F
Race	U

The response is based on a search using the identification data supplied. Searches based solely on name and non-unique identifiers are not fully reliable. The CIB cannot guarantee that the information furnished pertains to the individual you are interested in.

NO CRIMINAL HISTORY FOUND.
