



A PERFECT ENVIRONMENT

Residential Recreational Responsible

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

TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING TUESDAY, OCTOBER 13, 2020 - 6:30 P.M. DELAFIELD TOWN HALL – W302 N1254 MAPLE AVENUE, DELAFIELD, WI

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Citizen Comments – During the Public Comment period of the agenda, the Town Board welcomes comment 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 three (3) 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. Public comment on specific agenda items are limited to Town of Delafield Residents only and individuals will have up to three (3) minutes to speak. Please note that once the Board begins its discussion of an agenda item, no further comment will be allowed from the public on that issue.

4. Approval of Minutes:
 - A. September 22, 2020 Town Board Minutes
5. Action on vouchers submitted for payment:
 - A. Report on budget sub-accounts and action to amend 2020 budget
 - B. 1) Accounts payable; 2) Payroll
6. Communications (*for discussion and possible action*)
 - A. Mixed Use Ordinance General Update (Discussion Only)
 - B. Election Update
 - C. Skate Park Update
 - D. Waukesha County Sheriff Update
7. Unfinished Business - None
8. New Business
 - A. Discussion and possible action on the Plan Commission's recommendation to approve a request from Al Haubner to vacate a portion of an unnamed road contiguous to Oakwood Grove Road.
 - B. Discussion and possible action on the Plan Commission's recommendation to approve a request from Andre Deriaz, W291 N2173 Elmhurst Drive, to approve a Certified Survey Map to combine two parcels into one parcel at W291 N2173 Elmhurst Drive.
 - C. Discussion and possible action on the Plan Commission's recommendation to approve a request from Carl Tomich on behalf of 227 Investments, LLC, N8 W2250-L Johnson Drive, Waukesha, to approve a Certified Survey Map to combine two parcels into one parcel at N26 W30227 Maple Avenue.
 - D. Discussion and possible action on the 2020 Tax Collection Agreement with Waukesha County.
 - E. Discussion and possible action to approve amendments to the Lost Creek Subdivision Declaration of Restrictions dated March 31, 2000 and January 14, 2016.

- F. Discussion and possible action on the adoption of Ordinance 2020-06, an Ordinance to repeal and recreate Section 8.18 of the Town of Delafield Code of Ordinances Establishing Sanitary Sewer Regulations.
- G. Discussion and possible action to approve a Temporary Class "B" Beer and Wine license to St. Anthony on the Lake School Committee located at W280 N2101 Prospect Ave for the Mostaccioli Madness event on November 14, 2020.
- H. Discussion and possible action to approve a five-year extension of the intergovernmental cooperation agreement between the Village of Pewaukee and City of Pewaukee regarding the Pewaukee Lake Water Safety Patrol Unit
- I. Discussion and possible action on the 2021 Pewaukee Lake Patrol Budget.

9. Announcements and Planning items

- A. Town Board– Tuesday, October 27, 2020 @ 6:30 pm
- B. General Election – Tuesday, November 3, 2020

10. Adjournment



Dan Green
Town of Delafield Clerk/Treasurer

PLEASE NOTE:

- ✓ It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order. It is also possible that a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.
- ✓ Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Town Clerk Dan Green (262) 646-2398.

**TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING
SEPTEMBER 22, 2020 @ 6:30 PM**

Members Present: Chairman Troy, Supervisor Kranick, Supervisor Van Horn, Supervisor Cooley and Supervisor Dionisopoulos. Also present was Administrator/Clerk/Treasurer Dan Green.

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

Second order of business: Pledge of Allegiance

Third order of business: Citizen Comments:

Samantha Pechan, S4W32726 Government Hill Road, expressed concerns regarding speeding on Highway C. She stated she would like to see the speed limit reduced to 35 miles per hour due to the heavy trucks that drive through the area and the multiple trail paths that cross along the road.

Fourth order of business:

- A. Approval of September 1, 2020 Town Board Minutes
- B. Approval of September 8, 2020 Town Board Minutes

Motion made by Supervisor Cooley to approve the minutes from September 1, 2020 and September 8, 2020 as presented by the clerk. Supervisor Dionisopoulos seconded. Motion carried unanimously.

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

- A. Report on budget sub-accounts and action to amend 2020 budget
- B. 1) Accounts payable; 2) Payroll

Motion by Supervisor Cooley to approve payment of checks #63916 - #63918 and #63923 - #63947 in the amount of \$52,984.91 and payrolls dated September 18, 2020 in the amount of \$63,546.89. Seconded by Supervisor Dionisopoulos. Motion carried unanimously.

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

- A. Mixed Use Ordinance General Update (Discussion Only)

Chairman Troy updated the board on a meeting held at Town Hall on September 21st with Waukesha County, Town staff and Jim Seipman to discuss some finishing items from the group meetings. He stated the community, the property owner and the county have made great strides with compromise on both sides. He explained the County was asked to come before the Plan Commission on October 6 to update the Plan Commission and Town Board on the history of the project and where it stands currently along with steps moving forward.

- B. Correspondence from Thomas Schroeder regarding the Carini Residence

Thomas Schroeder, N26W30283 Maple Avenue, explained he lives next door to the Carini residence and expressed concerns with the location of the building along with the setback restrictions. He thought the location of the new home was too close to his own and expressed opposition to how the Town no longer granted waivers to setbacks that were closer than 20 feet to another property. He did not believe that the decision was brought up to the Fire Chief at the time nor were residents of the Town notified of the change. He also felt the building was too high with the restrictions being 35 feet. Engineer Barbeau explained that the decision to no longer require waivers for setbacks was due to the fact the board would constantly grant an exception because everyone along the lake had non-conforming lots.

Chairman Troy asked if there was something specific Mr. Schroeder wanted to the Town to take action on. Mr. Schroeder asked that the building violations be reviewed by the building inspector and wanted to know how our building inspector reviewed the plans. Chairman Troy stated that the building inspector would contact him and

go through his review process. He also stated that the zoning restrictions near the lake are done by Waukesha County, not the Town. The board also questioned whether the height restriction was 35 feet or 45 feet and determined that height restrictions are the County's jurisdiction. Supervisor Kranick stated he sympathized and recognized that change is hard, especially when small cottages are being taken down and large homes are being put in their place.

C. Election Update

Administrator Green explained that absentee ballots have been sent out and staff is receiving numerous requests each day. He reminded the board and residents that in-person absentee voting will begin October 20 and will run through October 30.

D. Skate Park Update

Administrator Green explained the skate park will be repaired from Tuesday, October 13 thru Friday, October 23. The board asked that Mr. Green put up a sign letting users of the park know to stay off the park during that time.

Seventh order of Business: Unfinished Business

- A. Discussion and possible action to share the cost of Attorney John Macy reviewing the consolidated fire contract with Lake Country Fire and Rescue with the Town of Genesee, and the Village of Oconomowoc Lake. (Tabled 8/13/2020)

Motion by Supervisor Kranick to remove "Discussion and possible action to share the cost of Attorney John Macy reviewing the consolidated fire contract with Lake Country Fire and Rescue with the Town of Genesee, and the Village of Oconomowoc Lake." from the table. Seconded by Supervisor Cooley. Motion carried 5-0.

Motion by Supervisor Kranick to not participate in sharing the cost of Attorney John Macy's review of the consolidated fire contract with Lake Country Fire and Rescue with the other communities. Seconded by Supervisor Cooley. Motion carried 5-0.

Eighth order of Business: New Business

- A. Discussion and possible action to adopt Ordinance 2020-05, An Ordinance to Create Section 10.12 of the Town of Delafield Municipal Code, Concerning the Regulation of Portable Outhouses.

Administrator Green updated the board on the history of why this came to be. He and Supervisor Kranick recommended two changes to the ordinance before adopting: changing the word "or" in the second paragraph regarding the approval process between the building inspector and administrator to "and", and modifying the hours for the removal of a portable toilet from 24 hours to 48 hours.

Motion by Supervisor Kranick to adopt Ordinance 2020-05, an Ordinance to Create Section 10.12 of the Town of Delafield Municipal Code Concerning the Regulation of Portable Outhouses with the suggested amendments, effective on the date of publication in the Waukesha Freeman. Seconded by Supervisor Van Horn. Motion carried 5-0.

- B. Discussion and possible action on November 3, 2020 Tax Levy Referendum correspondence.

Chairman Troy explained he and the administrator drafted a letter which was reviewed by the Town Attorney, explaining the decision the board made to move forward with a tax levy referendum. He explained he would have liked the letter to be longer but was limited by how the board can present information to the public. He explained that the attorney advised the Town to only state facts in the letter and cannot use advocating statements. Supervisor Kranick asked that his first name be changed to Edward.

Motion by Supervisor Cooley to approve the correspondence letter with the change to Supervisor Kranick's name. Seconded by Supervisor Van Horn. Motion carried 5-0.

- C. Discussion and possible action on refinancing the Town Hall Building Bond.

Administrator Green reviewed the information that was given by Ehlers regarding the possible refinancing of the loan for Town Hall. He explained that the Department of Revenue would not allow any modifications to debt service, so the refinancing process would not be able to begin until the year 2021. The board asked this item be considered during the budget workshop meeting on September 29th.

Ninth order of Business: Announcements and Planning items

- A. Town Board Budget Workshop – Tuesday, September 29, 2020 @ 5:30 pm
- B. Joint Plan Commission & Town Board Meeting – Tuesday, October 6, 2020 @ 6:30 pm
- C. Town Board – Tuesday, October 13, 2020 @ 6:30 pm

Tenth order of Business: Adjournment

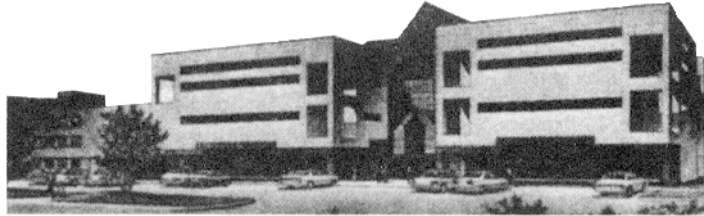
*Motion by Supervisor Van Horn to adjourn the September 22, 2020 Town Board meeting at 7:31 p.m.
Seconded by Supervisor Kranick. Motion carried 5-0.*

Respectfully submitted:

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



OFFICE OF THE SHERIFF



515 W. Moreland Blvd.
Box 1488
Waukesha, WI 53187

Waukesha County Jail
Box 0217
Waukesha, WI 53187

Waukesha County Huber
1400 Northview Road
Waukesha, WI 53188

ERIC SEVERSON, *Sheriff*

Town of Delafield Contract – September 2020 Overview

Statistics

Activity	Contract Squad	Non-Contract Squad
Building Checks/Extra Patrols	22	61
Targeted Traffic Patrols	0	8
Traffic Stops	8	54
911 Calls	5	28
Vehicle Crash	3	14
Town Citations	3	9
Incident Reports	0	13
Assist Fire/EMS	1	14
Total Calls for Contract & Non-contract	67	291

Activity/Reports (contract squad)

- Zero narrative reports were collected by the contract squad in September, 2020.
- Extra patrols were conducted in the area of Rookery Rd and Windrush Circle.
- 19% of all activity occurred in contract hours.
 - Contract covered 9% of all patrol hours in the month of September.

Activity/Reports (non-contract)

- 13 narrative reports were collected by non-contract squads in September, 2020.
- Reports consisted of a theft, ID theft, frauds, and entry to auto complaints.
- Radar/traffic enforcement was completed on Highway 83 between Wales and Delafield, Shagbark Gln/Huckleberry Way, and North Shore Dr/Stillmeadow Rd.
- 81% of all activity occurred outside contract hours.

Captain Aaron I. Bogie

An Accredited Law Enforcement Agency

Administration: 262-548-7126 Records: 262-548-7156 Process: 262-548-7151 Jail: 262-548-7170 Huber: 262-548-7181 Fax: 262-548-7887

Plan Commission Report for October 6, 2020

Vacation of a Portion of Unnamed Road contiguous to Oakwood Grove Road Agenda Item No. 6. A.

Applicant:	Al Haubner
Project:	Road vacation
Requested Action:	Recommendation to Town Board for vacation of a portion of an Unnamed road contiguous to Oakwood Grove Road
Zoning:	N/A
Location:	Oakwood Grove Road

Report

The section of an unnamed road contiguous to Oakwood Grove Road to be vacated is a 20 foot wide by 180 foot long right-of-way created by the Blatz's Oakwood Grove plat recorded in 1907. This road served lots located east of Oakwood Grove Road. Several lots that gained access from the subject right-of-way were combined earlier this year into one parcel which has frontage along Franciscan Road (French CSM). The roadway also served properties owned by Al Haubner south of the unnamed road. Mr. Haubner is indicated that he will combine the lots and right of way such that each lot will not n-be landlocked and have frontage on a public road. The roadway, although platted, was not maintained by the Town.

Staff Recommendation:

I recommend that the Plan Commission provide a positive recommendation to the Town Board to vacate the unnamed road. Suggested motion:

"I move to recommend to the Town Board that the Resolution to vacate a portion of unnamed road be adopted."

Tim Barbeau, Town Engineer
September 29, 2020



LAND INFORMATION SYSTEMS DIVISION

Oakwood Grove Road Vacation



Legend

- Municipal Boundari
- FacilitySites_2K_L
- Lots_2K
 - Lot
 - Outlot
 - Unit
- SimultaneousCon
 - Assessor Plat
 - CSM
 - Condominium
 - Subdivision
- Cartoline_2K
 - <all other values>
 - EA-Easement_Lin
 - PL-DA
 - PL-Extended_Tie
 - PL-Meander_Line
 - PL-Note
 - PL-Tie
 - PL-Tie_Line
- Road Centerlines_
- Railroad_2K
- TaxParcel_2K
- Waterbodies_2K_
- Waterlines_2K_La

0 67.79 Feet

Notes:

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.



Printed: 7/24/2020

RESOLUTION OF THE TOWN BOARD OF THE TOWN OF DELAFIELD
TO VACATE AND DISCONTINUE A PORTION OF OAKWOOD GROVE ROAD

RESOLUTION NO: _____

WHEREAS, pursuant to Wis. Stat. § 66.1003, the Town Board has statutory authority to vacate and discontinue Town roads within its jurisdiction; and

WHEREAS, the public interest requires vacation of a portion of Oakwood Grove Road as depicted and described in Exhibit A and Exhibit B, as this is a segment of road that has no utility and the right-of-way can be used by an abutting owner; and

WHEREAS, this Resolution was introduced in this form before the Town Board of the Town of Delafield on August 13, 2020; and

WHEREAS, following introduction of this Resolution, the Town Board set a date for a public hearing which was not less than forty (40) days after the date on which this Resolution was introduced, specifically on _____, 2020; and

WHEREAS, notice of public hearing stating when and where this Resolution would be acted upon and stating what public way is proposed to be discontinued was published as a Class 3 Notice under Chapter 985, Wisconsin Statutes, and in addition was served on the owners of all of the frontage of the lots and lands abutting upon the public way sought to be discontinued (said properties described in Exhibit C) in a manner provided for the service of Summons in Circuit Court at least 30 days before the hearing; and

WHEREAS, no written objections to the proposed discontinuance have been filed with the Town Clerk by any of the owners abutting on the public way sought to be discontinued, or by the owners of more than one-third of the frontage of the lots and lands abutting on the remainder of the public way which lies within 2,650 feet from the ends of the public way proposed to be discontinued or which lies within that portion of the 2,650 feet that is within the Town limits; or if such objection has been filed, two-thirds of the members of the Town Board voting on the proposed discontinuance have voted in favor of the discontinuance; and

WHEREAS, no landlocked parcel will be created by the proposed discontinuance; and

WHEREAS, the owners of all of the lands abutting the intended portion of Oakwood Grove Road have submitted, or will submit prior to this Resolution taking effect, a certified survey map for approval under Chapter 236 of the Wisconsin Statutes, which will combine the properties along with the vacated road and dedicate certain road right-of-way to the Town; and

WHEREAS, the Town board has conducted such public hearing on _____, 2020, pursuant to such notice; and

WHEREAS, following due consideration of all information received from Owners, the Town Engineer, the recommendation of the Town Plan Commission, and all information received in the course of the public hearing of this matter and being duly advised, the Town Board, by this Resolution, does hereby declare the public interest requires the vacation and discontinuance of a portion of Oakwood Grove Road as specifically described and identified on Exhibit A and Exhibit B, and the Town Board further finds that the vacation and discontinuance

of a portion of Oakwood Grove Road will not land lock any property.

NOW THEREFORE, BE IT RESOLVED by the Town Board of the Town of Delafield, Waukesha County, Wisconsin, a portion of Oakwood Grove Road depicted in the attached Exhibit A and Exhibit B is hereby discontinued pursuant to Wis. Stat. § 66.1003, subject to a certified survey map being approved by the Town Board which describes the resulting lot lines, and other private rights being resolved, to the satisfaction of the abutting owners in a manner that is approved by the Town Board, and recording the certified survey map with the Waukesha County Register Deeds.

BE IT FURTHER RESOLVED, that upon receipt by the Town of the original certified survey map bearing approval of all necessary governmental bodies and parties-in-interest, the Town Clerk shall record a certified copy of this Resolution together with said certified survey map with the Waukesha County Register of Deeds.

PASSED AND ADOPTED by the Town Board of the Town of Delafield, Waukesha County, Wisconsin, this ____ day of _____, 2020.

TOWN BOARD, TOWN OF DELAFIELD

By: _____
Ronald A. Troy, Town Chairman

ATTEST:

Dan Green, Town Administrator/Clerk/Treasurer

4500099

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ONAugust 10, 2020 03:42 PM
James R Behrend
Register of Deeds4 PGS
TOTAL FEE: \$30.00
TRANS FEE: \$0.00

Book Page -



NOTICE OF PENDENCY

Document Number

NOTICE OF PENDENCY OF APPLICATION FOR VACATION OF A
PORTION OF OAKWOOD GROVE ROAD IN THE TOWN OF
DELAFIELD

To Whom it May Concern: Notice is hereby provided pursuant to Wisconsin Statutes Section 840.11 that the Town Board of the Town of Delafield, upon its own initiative pursuant to Wisconsin Statutes Section 66.1003(4), will introduce before the Town Board of the Town of Delafield on August 13, 2020, a resolution providing for the commencement of the process to discontinue a portion of Oakwood Grove Road, as further described in attached Exhibit A, and as depicted on the map attached as Exhibit B, which right-of-way abuts the properties identified in attached Exhibit C.

The Town Board will consider whether the public interest requires that said portion of said public right-of-way as described be discontinued. Proceedings after the introduction of said resolution will be held according to the provisions of Section 66.1003 of the Wisconsin Statutes.

Dated this 3 day of August, 2020

By:


Eric J. Larson, Town Attorney
Town of Delafield

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me on this 3rd day of August, 2020, the above-named Eric J. Larson executed the foregoing instrument and acknowledged the same.


NOTARY PUBLIC, STATE OF WI
My Commission Expires: 5-22-2021
Print Name: Michelle M. Martin

This document was prepared by:
Attorney Eric J. Larson
MUNICIPAL LAW & LITIGATION GROUP, S.C.
730 N. Grand Ave.
Waukesha, WI 53186
(262) 548-1340

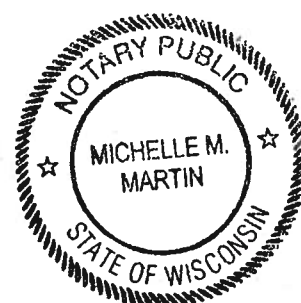


Exhibit A**Legal Description for Proposed Road****Oakwood Grove Road****Town of Delafield**

Lands being located in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 14, Town 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin, bounded and described as follows:

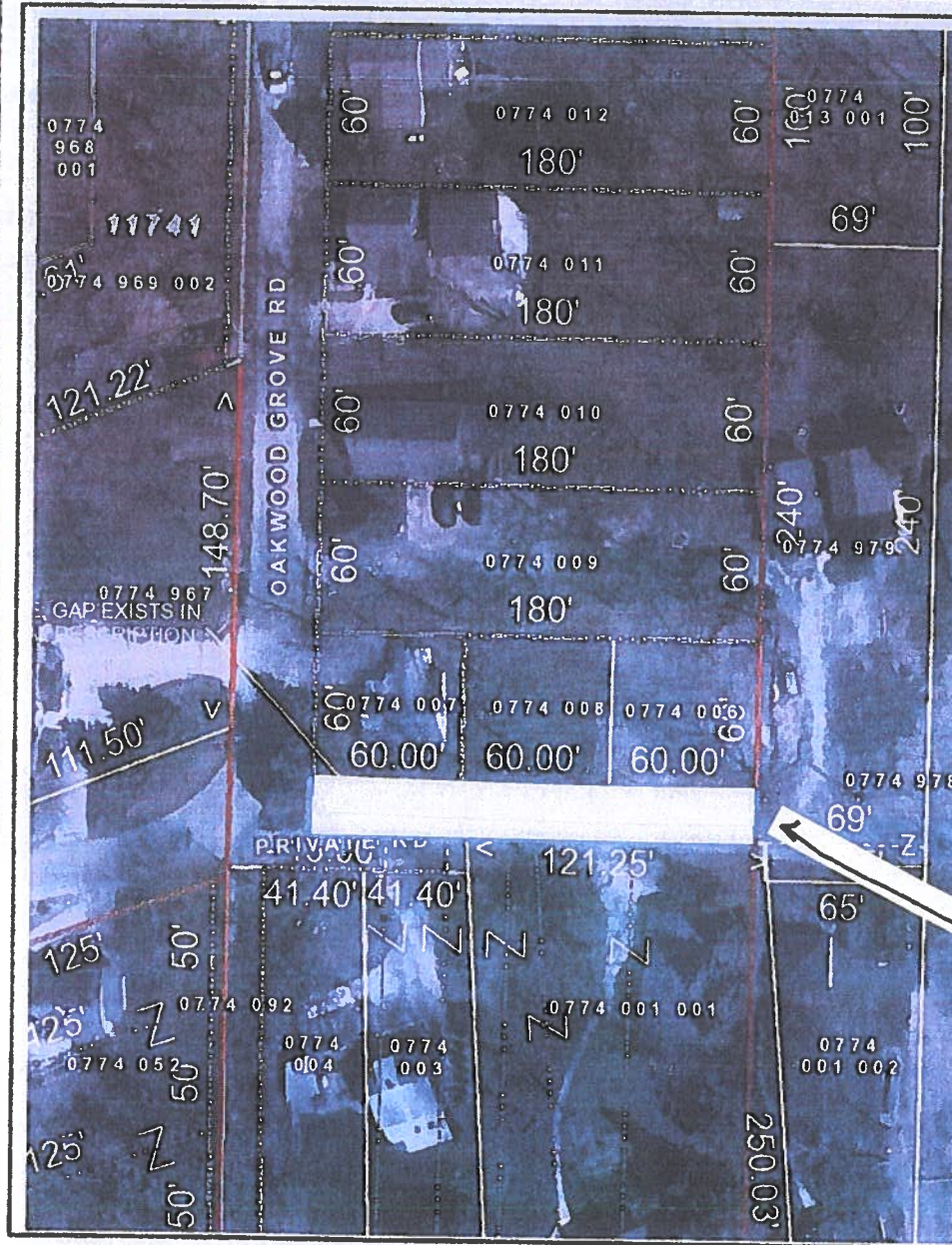
Commencing at the southeast corner of Lot 5 of Blatz's Oakwood Grove, a recorded subdivision, said corner being the point of beginning; thence West 180 feet more or less along the south line of said Lot 5 to the southwest corner of said Lot 5; thence South 20 feet more or less, to a point on the north line of Lot 4, Blatz's Oakwood Grove; thence East 180 feet more or less, along the north line of Lots 4, 3, 2 and 1 of Blatz's Oakwood Grove, to the northeast corner of Lot 1, Blatz's Oakwood Grove; thence North 20 feet more or less to the southeast corner of Lot 5, Blatz's Oakwood Grove and the point of beginning. Said land containing 3,600 square feet more or less.

Legal description prepared by Tim Barbeau, P.E, P.L.S. S-1888



LAND INFORMATION SYSTEMS DIVISION

Oakwood Grove Road Vacation



Legend

- ☒ Municipal Boundari
- FacilitySites_2K_L
- Lots_2K
 - Lot
 - Outlot
 - Unit
- SimultaneousConi
 - Assessor Plat
 - CSM
 - Condominium
 - Subdivision
- Cartoline_2K
 - <all other values>
 - EA Easement_Lin
 - PL-DA
 - PL-Extended_Tie
 - PL-Meander_Line
 - PL-Note
 - PL-Tie
 - PL-Tie_Line
- Road Centerlines_
- Railroad_2K
- TaxParcel_2K
- Waterbodies_2K_L
- Waterlines_2K_La

**Vacated portion of
Oakwood Grove Road**

0 67.79 Feet

Notes:

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that: if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.



Printed: 7/24/2020

POOR ORIGINAL



Exhibit C

Tax Key Number	Site Address	Owner Name	Street Address	City State Zip
DELT0774001001	N28W29721 OAKWOOD GROVE RD	ALAN G HAUBNER AND SHARON GAJEWSKI	N28W29721 OAKWOOD GROVE RD	PEWAUKEE WI 53072-4223
DELT0774001002		DAVID J FRENCH REVOCABLE TRUST OF 1991	W303N2568 MAPLE AVE	PEWAUKEE WI 53072-4243
DELT0774003	N28W29739 OAKWOOD GROVE RD	STELLAR III LLC	N28W29721 OAKWOOD GROVE RD	PEWAUKEE WI 53072
DELT0774004		STELLAR III LLC	N28W29721 OAKWOOD GROVE RD	PEWAUKEE WI 53072
DELT0774006	N28W29718 OAKWOOD GROVE RD	P&G 29700-29704 LLC	W240N2385 PEWAUKEE RD	WAUKESHA WI 53188-1010
DELT0774007	N28W29738 OAKWOOD GROVE RD	STELLAR IV LLC	N28W29721 OAKWOOD GROVE RD	PEWAUKEE WI 53072
DELT0774008	N28W29726 OAKWOOD GROVE RD	STELLAR IV LLC	N28W29721 OAKWOOD GROVE RD	PEWAUKEE WI 53072
DELT0774979	N28W29704 OAKWOOD GROVE RD	DAVID J FRENCH REVOCABLE TRUST OF 1991	W303N2568 MAPLE AVE	PEWAUKEE WI 53072-4243

Legal Description for Proposed Road

Oakwood Grove Road

Town of Delafield

Lands being located in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 14, Town 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the southeast corner of Lot 5 of Blatz's Oakwood Grove, a recorded subdivision, said corner being the point of beginning; thence West 180 feet more or less along the south line of said Lot 5 to the southwest corner of said Lot 5; thence South 20 feet more or less, to a point on the north line of Lot 4, Blatz's Oakwood Grove; thence East 180 feet more or less, along the north line of Lots 4, 3, 2 and 1 of Blatz's Oakwood Grove, to the northeast corner of Lot 1, Blatz's Oakwood Grove; thence North 20 feet more or less to the southeast corner of Lot 5, Blatz's Oakwood Grove and the point of beginning. Said land containing 3,600 square feet more or less.

Legal description prepared by Tim Barbeau, P.E, P.L.S. S-1888

**TOWN OF DELAFIELD
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Town Board, meeting jointly with the Town Plan Commission, on Tuesday, October 6, 2020, starting at 6:30 p.m., at the Delafield Town Hall, W302 N1254 Maple Avenue, Delafield, WI 53018. The purpose of the hearing is to consider a request from Al Haubner, owner, to vacate and discontinue a portion of an Oakwood Grove Road, pursuant to Wis. Stat. § 66.1003. The Town Board will have discussion and possible action on Tuesday, October 13, 2020 at 6:30 p.m. on a Resolution to Vacate and Discontinue a Portion of Oakwood Grove Road.

The applicant requests to vacate and discontinue the lands being located in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 14, Town 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the southeast corner of Lot 5 of Blatz's Oakwood Grove, a recorded subdivision, said corner being the point of beginning; thence West 180 feet more or less along the south line of said Lot 5 to the southwest corner of said Lot 5; thence South 20 feet more or less, to a point on the north line of Lot 4, Blatz's Oakwood Grove; thence East 180 feet more or less, along the north line of Lots 4, 3, 2 and 1 of Blatz's Oakwood Grove, to the northeast corner of Lot 1, Blatz's Oakwood Grove; thence North 20 feet more or less to the southeast corner of Lot 5, Blatz's Oakwood Grove and the point of beginning. Said land containing 3,600 square feet more or less.

For information regarding the public hearing, please contact Tim Barbeau, Town Engineer at (262) 317-3307 or Dan Green, Town Administrator/Clerk at (262) 646-2398.

All interested parties will be heard.

TOWN OF DELAFIELD
Ron Troy, Chairman

Waukesha Freeman, please publish on Tuesday, September 1, 2020, Tuesday, September 8 and Tuesday, September 15, 2020.

Plan Commission Report for October 6, 2020

Andre Deriaz Agenda Item No. 6. B.

Applicant:	Andre Deriaz, owner
Project:	Land Combination
Requested Action:	Approval of Certified Survey Map (CSM)
Zoning:	R-3 (County)
Location:	W291 N2173 Elmhurst Drive

Report

The purpose of the CSM is to legally combine two existing properties that were formerly designated under one tax key number for tax purposes. In order to make improvements on the parcel, the County and Town required that the properties be combined to remove a lot line that currently runs through part of the boat house. The CSM has been reviewed for conformance to Town and State requirements and technical comments have been addressed.

Staff Recommendation:

I recommend approval of the CSM date stamped September 22, 2020 subject to satisfaction of comments from Waukesha County planning staff.

Tim Barbeau, Town Engineer
September 29, 2020



LAND INFORMATION SYSTEMS DIVISION

Waukesha County GIS Map



Legend

- Municipal Boundary_2K
- FacilitySites_2K_Labels
- Lots_2K
 - Lot
 - Outlot
 - Unit
- SimultaneousConveyance
 - Assessor Plat
 - CSM
 - Condominium
 - Subdivision
- Cartoline_2K
 - <all other values>
 - EA-Easement_Line
 - PL-DA
 - PL-Extended_Tie_line
 - PL-Meander_Line
 - PL-Note
 - PL-Tie
 - PL-Tie_Line
- Road Centerlines_2K
- Railroad_2K
- TaxParcel_2K
- Waterbodies_2K_Labels
- Waterlines_2K_Labels

0 52.16 Feet

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Notes:

Printed: 5/19/2020



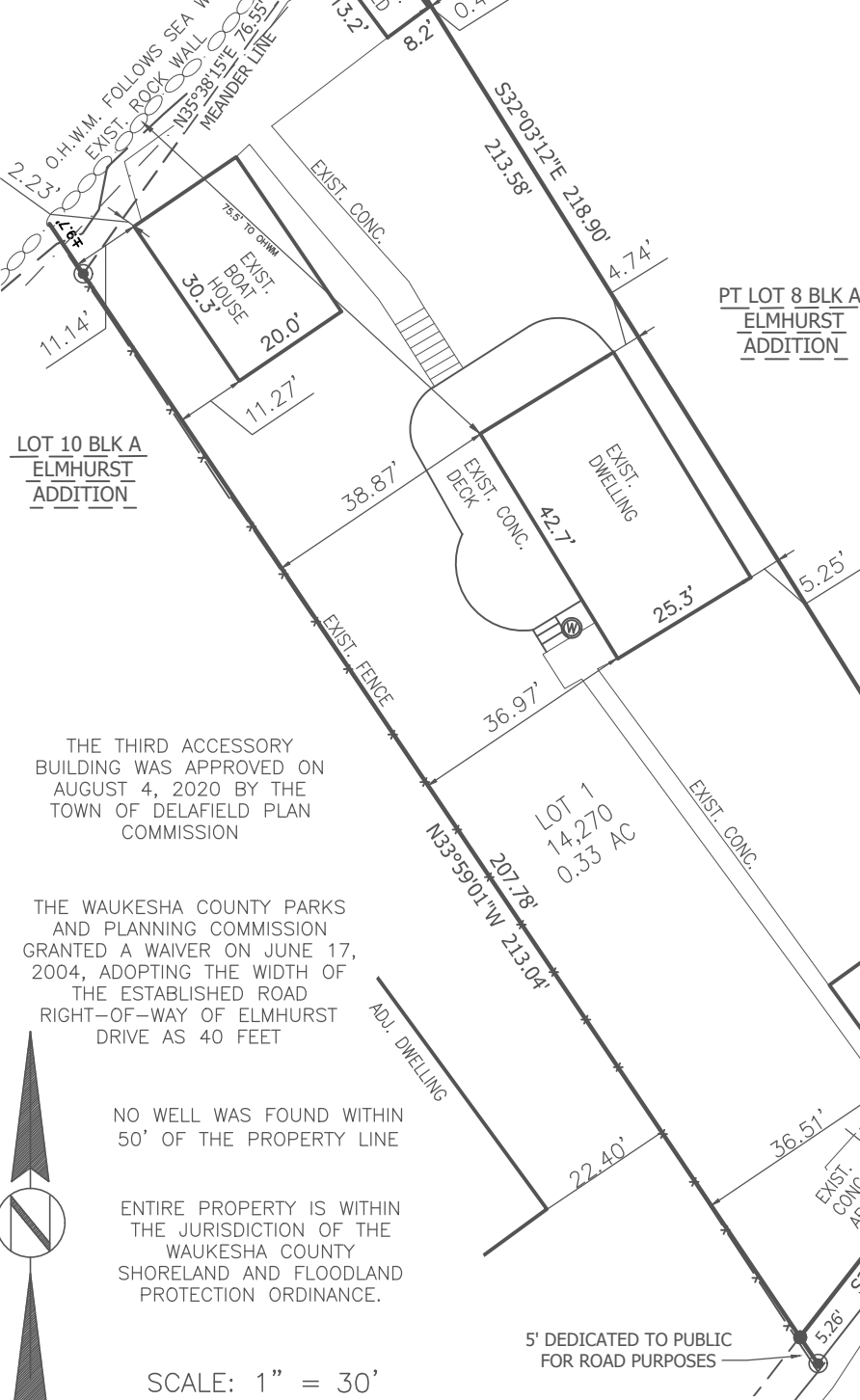
CERTIFIED SURVEY MAP NO.

BEING A PART OF LOT 8 AND LOT 9 OF BLK A, ELMHURST ADDITION, LOCATED IN THE THE NE. 1/4 OF THE NE. 1/4 OF SECTION 23, T.7N., R.18E.,TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN

100 YEAR FLOOD 854.6 COUNTOUR
NGVD 29 PER FEMA FIRM MAP NO.
55133C0187G REV. NOV. 5, 2014

PEWAUKEE LAKE

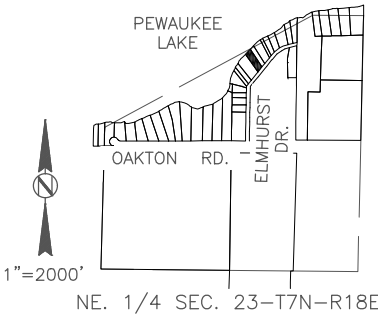
O.H.W.M. ELEV = 853.67
PER WIS. DNR DELINEATION ON
CSM No. 10073 AND NOTED ON
CSM No. 10513



LEGEND

- CONC. MON. W/ BRASS CAP FND.
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- 11/16" REBAR SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.
- WELL
- FLOODPLAIN
- EXISTING FENCE
- SEA WALL

LOCATION MAP



SEC. 23
NORTHEAST
CORNER

SEC. 23
NORTH QUARTER CORNER,
WITNESS CORNER

S43°35'07"W
749.94'

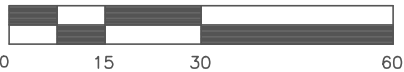
S89°07'50"W
529.07'

N LINE
OF THE
NE 1/4

NO WELL WAS FOUND WITHIN
50' OF THE PROPERTY LINE

ENTIRE PROPERTY IS WITHIN
THE JURISDICTION OF THE
WAUKESHA COUNTY
SHORELAND AND FLOODLAND
PROTECTION ORDINANCE.

SCALE: 1" = 30'



BEARINGS ARE REFERENCED TO THE PLAT OF
ELMHURST ADDITION, NORTH LINE OF THE NE
1/4 OF SECTION 23-7-18 AS S89°07'50"W.

ANY LAND BELOW THE
OHWM OF A LAKE OR
A NAVIGABLE STREAM
IS SUBJECT TO THE
PUBLIC TRUST IN
NAVIGABLE WATERS
THIS IS ESTABLISHED
UNDER ARTICLE IX,
SEC I, OF THE STATE
CONSTITUTION

SURVEY FOR:

ANDRE DERIAZ
W291N2173 ELMHURST DR.
PEWAUKEE, WI
53072

SURVEYOR:

(KEITH A. KINDRED, PLS
S-2082)
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

CERTIFIED SURVEY MAP NO.

BEING A PART OF LOT 8 AND LOT 9 OF BLK A, ELMHURST ADDITION, LOCATED IN THE THE NE. 1/4
OF THE NE. 1/4 OF SECTION 23, T.7N., R.18E., TOWN OF DELAFIELD, WAUKESHA COUNTY,
WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Professional Land Surveyor hereby certify;

That I have surveyed, divided and mapped Lot 8 and Lot 9 of Blk A Elmhurst Addition, located in the Northeast 1/4 of the Northwest 1/4 Section 23, Town 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin, more particularly described as follows:

Commencing at the Northeast corner of said Section 23; thence S89°07'50" W along the north line of Said Northeast ¼ a distance of 529.07 feet to a witness monument found; thence S43°35'07"W, 749.94 feet to the point of beginning of the hereinafter described lands; thence S38°02'00"W, 67.69 feet; thence N33°59'01"W, 213.04 feet; thence N35°38'15"E along a meander line 76.55 feet; thence S32°03'12"E, 218.90 feet to the point of beginning. Including those lands between the meander line and the ordinary high water mark.

Said lands contain 14,270 Sq.Ft. or 0.33 Acres.

That I have made such survey, land division and Certified Survey Map by the direction of the Andre Deriaz, owners of said lands.

That such survey is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the Town of Delafield and Waukesha County in surveying, dividing and mapping the same.

Dated this 1st day of September, 2020.

Keith A Kindred, PLS 2082

BASEMENT RESTRICTIONS - GROUNDWATER

THIS CERTIFIED SURVEY MAP IS LOCATED IN AN AREA WITH MAPPED SOILS KNOWN TO HAVE SEASONAL HIGH GROUNDWATER. THE WAUKESHA COUNTY SHORELAND AND FLOODLAND PROTECTION ORDINANCE CURRENTLY REQUIRES THAT THE LOWEST LEVEL OF ANY RESIDENCE MUST BE AT AN ELEVATION THAT IS AT LEAST ONE (1) FOOT HIGHER THAN THE HIGHEST SEASONAL GROUNDWATER, UNLESS A VARIANCE FROM THAT REQUIREMENT IS OBTAINED FROM THE WAUKESHA COUNTY BOARD OF ADJUSTMENT. THEREFORE, ADDITIONAL SOIL TESTING IN THE VICINITY OF ANY PROPOSED RESIDENCE WILL BE REQUIRED TO ENSURE COMPLIANCE WITH THIS REQUIREMENT. IF THE REQUIREMENT REGARDING VERTICAL SEPARATION DISTANCE FROM THE HIGHEST SEASONAL GROUNDWATER LEVEL IS MODIFIED BY A FUTURE AMENDMENT OF THE WAUKESHA COUNTY SHORELAND AND FLOODLAND PROTECTION ORDINANCE, THE REQUIREMENT AT THE TIME OF CONSTRUCTION SHALL APPLY. ALL GROUND WATER SEPARATION REQUIRMENTS SET FORTH BY THE TOWN OF DELAFIELD MUST ALSO BE COMPLIED WITH.



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF LOT 8 AND LOT 9 OF BLK A, ELMHURST ADDITION, LOCATED IN THE THE NE. 1/4
OF THE NE. 1/4 OF SECTION 23, T.7N., R.18E.,TOWN OF DELAFIELD, WAUKESHA COUNTY,
WISCONSIN

OWNER'S CERTIFICATE OF DEDICATION:

As owner, Andre Deriaz, I hereby certify that I caused that land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the Certified Survey Map. I also certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

- 1) WAUKESHA COUNTY
- 2) TOWN OF DELAFIELD

Date:_____ Signed: _____

STATE OF _____)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20_____, the above named _____, known to me to be the same persons who executed the foregoing instrument and acknowledged the same.

Notary Public

_____ County, Wisconsin

My Commission Expires _____

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE

The above, which has been filed for approval as required by Chapter 236 of the Wisconsin State Statues, is hereby approved on this _____ day of _____, 20____.

Dale R. Shaver, Director

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF LOT 8 AND LOT 9 OF BLK A, ELMHURST ADDITION, LOCATED IN THE THE NE. 1/4
OF THE NE. 1/4 OF SECTION 23, T.7N., R.18E.,TOWN OF DELAFIELD, WAUKESHA COUNTY,
WISCONSIN

CONSENT OF MORTGAGEE

I, Marc Deriaz and Kim Deriaz, Mortgagee of the above described land, hereby consent to the surveying, dividing, and mapping of the land described, surveyor and does hereby consent to the above certificate of Andre Deriaz, owner.

Marc Deriaz

Kim Deriaz

STATE OF _____)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20_____, the above named Marc Deriaz and Kim Deriaz, known to me to be the same persons who executed the foregoing instrument and acknowledged the same.

Notary Public

_____ County, Wisconsin

My Commission Expires _____



PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF LOT 8 AND LOT 9 OF BLK A, ELMHURST ADDITION, LOCATED IN THE THE NE. 1/4
OF THE NE. 1/4 OF SECTION 23, T.7N., R.18E., TOWN OF DELAFIELD, WAUKESHA COUNTY,
WISCONSIN

TOWN BOARD APPROVAL CERTIFICATE:

Resolved that the Certified Survey Map, in the Town of Delafield, is hereby approved by the Town Board.

All conditions have been met as of the _____ day of _____, 20____.

Date: _____ Signed _____
Ronald A. Troy, Town Chair

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Town Board of the Town of Delafield.

Date: _____ Signed _____
Dan Green, Town Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Town of Delafield, is hereby approved by the Plan Commission.

Approved as of the _____ day of _____, 20____.

Date: _____ Signed _____
Kevin Fitzgerald, Chairperson

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Town of Delafield.

Date: _____ Signed _____
Dan Green, Town Clerk

Note: The City of Pewaukee has waived their extraterritorial review of this Certified Survey Map.

TOWN OF DELAFIELD

APPLICATION FOR PLAN COMMISSION AGENDA

1. <u>Owner</u>		<u>Applicant or Owner's Agent</u>	
Name	<u>227 Investments, LLC</u>	Name	<u>Carl Tomich</u>
Address	<u>N8W22520-L Johnson Dr.</u> (street)	Company	<u>Westridge Builders, Inc.</u>
		Address	<u>N8W22520-L Johnson Dr.</u> (street)
	<u>Waukesha, WI 53186</u> (city) (state) (zip code)		<u>Waukesha, WI 53186</u> (city) (state) (zip code)
Telephone: office	<u>262-547-0326</u>	Telephone: office	<u>262-547-0326</u>
fax	<u>262-542-4361</u>	fax	<u>262-542-4361</u>
E-mail address:	<u>CarlT@westridgebuilders.com</u>	E-mail address:	<u>CarlT@westridgebuilders.com</u>

2. Type of Proposal: (check all that apply)

<input type="checkbox"/> Site Plan	<input type="checkbox"/> Preliminary Plat	<input type="checkbox"/> Zoning Amendment
<input type="checkbox"/> Site Grading Plan	<input type="checkbox"/> Final Plat	<input type="checkbox"/> Conditional Use
<input type="checkbox"/> Lighting Plan	<input checked="" type="checkbox"/> Certified Survey Map	<input type="checkbox"/> Lot Grading
<input type="checkbox"/> Landscaping Plan	<input type="checkbox"/> Developer's Agreement	<input type="checkbox"/> Plan of Operation
<input type="checkbox"/> Signage	<input type="checkbox"/> Home Occupation	<input type="checkbox"/> Planned Unit of Development
<input type="checkbox"/> Lot Allocation	<input type="checkbox"/> Land Split	<input type="checkbox"/> Other (explain below)

3. Nature of Development Proposal: (Attach additional sheets as necessary.)

Tax Key No:	<u>DELT0780013</u>
Location of Development	<u>N26W30227 Maple Ave.</u>
Present Zoning	<u>Residential</u>
Proposed Zoning	<u>Residential</u>
	Present Use <u>Vacant</u>
	Proposed Use <u>Residential</u>
Description of Proposal:	<u>Approval of CSM for future single family home</u>

4. Action Requested: ☒ Approval of items marked
☐ Discussion (no formal action by the Plan Commission)

5. **Required Forms Checklist:**

- _____ Legal Description (all applications)
- _____ Professional Staff/Fees Chargeback Acknowledgement (all applications)
- _____ Certification for Division of Land (Certified Survey Maps that are land splits)

6. Submittal information:


One (1) copy of this application

One (1) electronic copy of all supporting materials, i.e., drawings, plans and written documentation (via e-mail to dan.green@townofdelafield.org)

Two (2) full size hard copies of all supporting materials, i.e., drawings, plans and written documentation.

I understand that this form shall be on file in the office of the Town Clerk by 4:00 p.m. on the 21st day before the meeting on which I desire to be heard or as required in the Land Division or Zoning Ordinance, whichever is longer. Plan Commission meetings are held the first Tuesday of each month. Furthermore, I understand that any engineering or legal review fees associated with this project may be charged to me.

FAILURE TO PROVIDE ALL REQUIRED MATERIALS AND INFORMATION CAN RESULT IN THIS APPLICATION BEING WITHDRAWN FOR CONSIDERATION BY THE PLAN COMMISSION.


Signature of Owner

10/5/20
Date

Carl Tomich
Print name

(Office Use Only)

Fee Received _____	Date _____	Amount _____	Received By _____
Date Application Received _____	_____	_____	_____
Plan Commission Meeting Date _____	_____	_____	_____
Public Hearing Date _____	_____	_____	_____
Plan Commission Action _____	Date _____	_____	_____
Town Board Action _____	Date _____	_____	_____
Zoning Amendment Publishing Date _____	_____	_____	_____

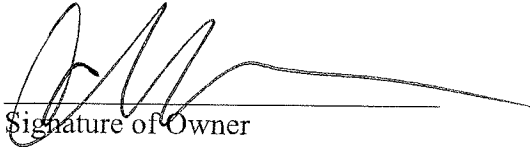
TOWN OF DELAFIELD

PROFESSIONAL STAFF FEES CHARGEBACK ACKNOWLEDGEMENT

PLEASE BE ADVISED

That pursuant to the Town of Delafield Code of Ordinances, the Town of Delafield Town Board has determined that whenever the services of the Town Attorney, Town Engineer or any of the other Town's professional staff results in a charge to the Town for that professional's time and services, and such service is not a service supplied to the Town as a whole, the Town Clerk shall charge that service and the fees incurred by the Town to the owner of the property. Also be advised that pursuant to the Town of Delafield Code of Ordinances certain other fees, costs and charges are the responsibility of the property owner.

I, the undersigned, have been advised that, pursuant to the Town of Delafield Code of Ordinances, if the Town Attorney, Town Engineer or any other Town professional provides services to the Town as a result of my activities, whether at my request or at the request of the Town, I shall be responsible for the fees incurred by the Town. Also, I have been advised that pursuant to the Town of Delafield Code of Ordinances, certain other fees, costs and charges are my responsibility.


Signature of Owner

10/5/20
Date

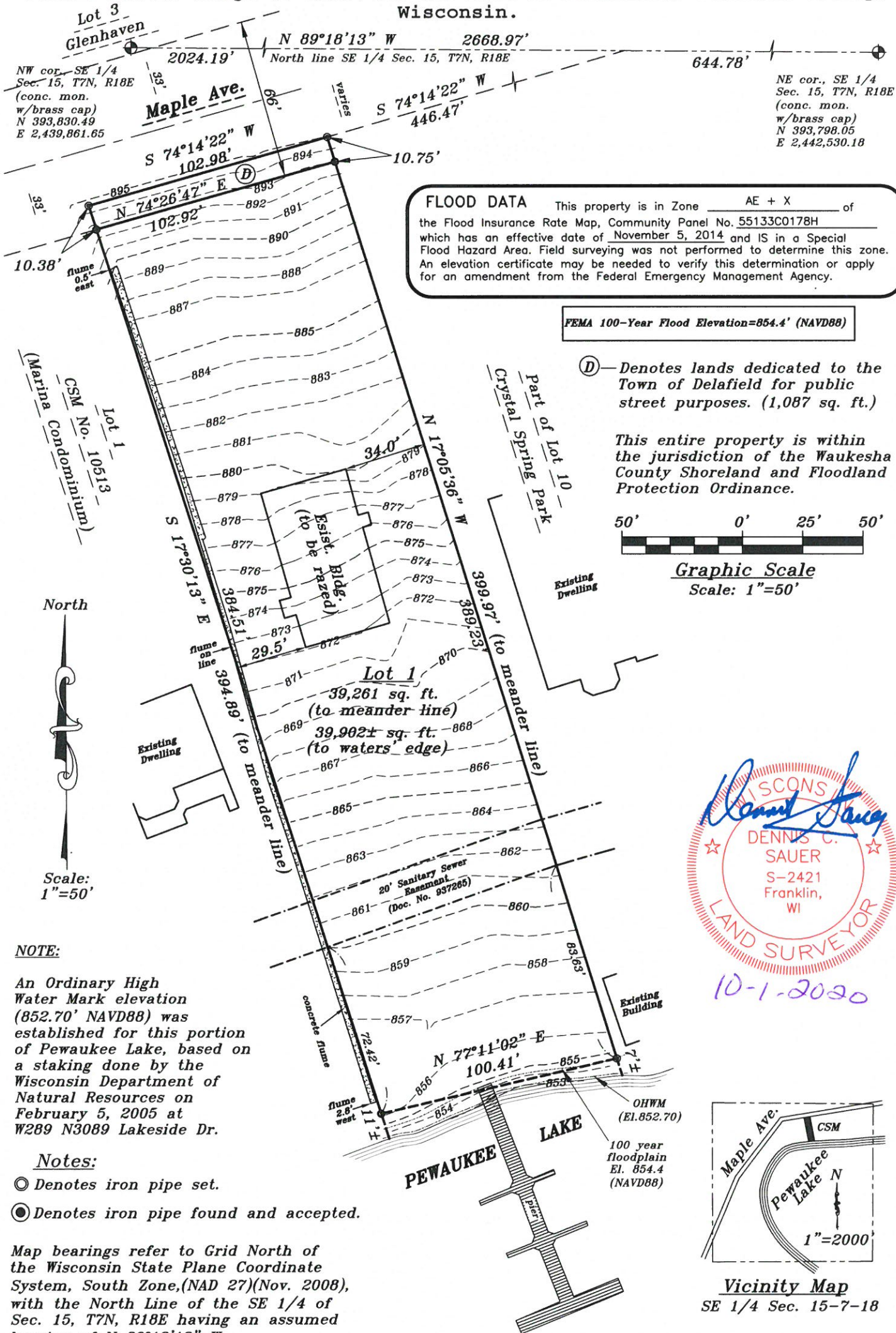
Carl Tomich
Owner's name (please print)

Form received by: _____

Date: _____

CERTIFIED SURVEY MAP NO. _____

Being a part of Lot 10 and a part of Lot 11, in CRYSTAL SPRING PARK,
being a part of the Northeast 1/4 of the Southeast 1/4 of Section 15,
Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County,
Wisconsin.



CERTIFIED SURVEY MAP NO. _____

Being a part of Lot 10 and a part of Lot 11, in Crystal Spring Park, being a part of the Northeast 1/4 of the Southeast 1/4 of Section 15, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, Dennis C. Sauer, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a part of Lot 10 and a part of Lot 11, in Crystal Spring Park, being a part of the Northeast 1/4 of the Southeast 1/4 of Section 15, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said Southeast 1/4; thence N 89°18'13" W along the North line of said Southeast 1/4, 644.78 feet to a point; thence S 74°14'47" W, 466.47 feet to the point of beginning of the lands to be described; thence continuing S 74°14'22" W, 102.98 feet to a point; thence S 17°30'13" E, 394.89 feet to the meander line of Pewaukee Lake; thence N 77°11'02" E along said meander line, 100.41 feet; thence N 17°05'36" W, 399.97 feet to the point of beginning.

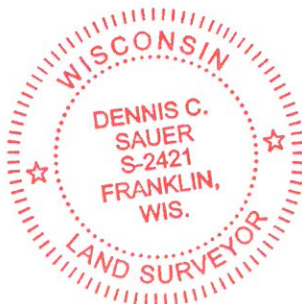
Together with those lands lying between the aforementioned meander line and the waters edge of Pewaukee Lake. Said lands continuing 40,348 square feet to meander line and 40,989 square feet more or less, to the water's edge.

That I have made such survey, land division and map by the direction of Westridge Builders, Inc., owner of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the requirements of the Town of Delafield and the Waukesha County Department of Parks and Land Use, in surveying, dividing and mapping of the same.

October 1, 2020
Date



Dennis C. Sauer

Dennis C. Sauer
Professional Land Surveyor S-2421

PREPARED FOR:
Carl P. Tomich
N26 W30227 Maple Avenue
Pewaukee, WI 53072

PREPARED BY: Dennis C Sauer
Metropolitan Survey Service
9415 W Forest Home Ave, #202
Hales Corners, WI 53130

CERTIFIED SURVEY MAP NO. _____

Being a part of Lot 10 and a part of Lot 11, in Crystal Spring Park, being a part of the Northeast 1/4 of the Southeast 1/4 of Section 15, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE:

Westridge Builders, Inc., owner of said land, do hereby certify that we have caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236.34 of the Wisconsin State Statutes and requirements of the Town of Delafield and the Waukesha County Department of Parks and Land Use.

WITNESS the hand and seal of said owners this _____ day of _____, 20____.

Carl P. Tomich, Owner

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

PERSONALLY, came before me this _____ day of _____, 20____, Carl P. Tomich, owner of said land, to me known to be the person who executed the foregoing instrument and acknowledged the same.

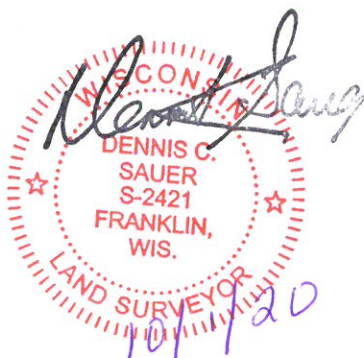
Notary Public
State of Wisconsin
My Commission Expires: _____

PLAN COMMISSION APPROVAL

APPROVED by the Plan Commission of the Town of Delafield on this _____ day of _____, 20____.

Kevin Fitzgerald, Chairman
Town of Delafield

Karen Nipko, Deputy Town Clerk
Town of Delafield



CERTIFIED SURVEY MAP NO. _____

Being a part of Lot 10 and a part of Lot 11, in Crystal Spring Park, being a part of the Northeast 1/4 of the Southeast 1/4 of Section 15, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin.

EXTRATERRITORIAL APPROVAL

APPROVED by the City of Delafield this _____ day of _____, 20____.

Michelle Luedtke, City Clerk

Kent Attwell, Mayor

TOWN BOARD APPROVAL

APPROVED by the Town Board of the Town of Delafield on this _____ day of _____, 20____.

Ronald A. Troy, Chairman
Town of Delafield

Karen Nipko, Deputy Town Clerk
Town of Delafield

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE APPROVAL

The above, which has been filed for approval as required by Chapter 236.34, Wisconsin State Statutes is hereby approved on this _____ day of _____, 20____.

Dale R. Shaver, Director



THIS INSTRUMENT WAS DRAFTED BY:
Dennis C. Sauer, P.L.S. S-2421

2020 TAX COLLECTION AGREEMENT

This agreement between **Waukesha County**, (hereinafter referred to as "COUNTY"), and **Town of Delafield** (hereinafter referred to as "MUNICIPALITY") for property tax collection is entered into on _____. Section 74.10 of Wisconsin Statutes permits the COUNTY and the MUNICIPALITY to enter into an agreement under Section 66.0301 of Wisconsin Statutes for the COUNTY to receive all payments for property taxes for which the MUNICIPALITY has billed under Section 74.09(5) of Wisconsin Statutes.

A. SCOPE OF SERVICES

By executing this agreement, the MUNICIPALITY agrees to:

1. Designate the COUNTY as its agent for collection of real estate and personal property taxes, special assessments, special charges and special taxes levied by the MUNICIPALITY and its underlying taxing jurisdictions.
2. Pay the COUNTY the specified per parcel costs in accordance with this agreement.

By executing this agreement, the COUNTY agrees to provide service for the first installment collection of property taxes to the MUNICIPALITY. Printing and mailing of tax bills shall be the responsibility of the MUNICIPALITY.

B. TAX INFORMATION

1. The COUNTY will only collect payments related to real estate and personal property taxes, special assessments, special charges and special taxes levied by the MUNICIPALITY as shown on its tax roll. Collections of any other taxes, assessments, fees or charges assessed by the MUNICIPALITY shall be the responsibility of the MUNICIPALITY.
2. The MUNICIPALITY shall furnish a document for inclusion with their tax bill mailing which instructs the taxpayers to not make payments directly to the MUNICIPALITY. Tax payments may be made by mail, drop box or in person
3. to Waukesha County Treasurer at 515 W Moreland Blvd, Room AC148, Waukesha, WI 53188 or through the COUNTY website at <https://tax.waukeshacounty.gov>. The MUNICIPALITY is responsible for
4. all costs of printing and mailing tax bills and enclosures.
5. If the MUNICIPALITY chooses to incorporate a lockbox bank (hereinafter referred to as "BANK"), all return envelopes included with their tax bills shall be addressed to the BANK.

C. COLLECTIONS

1. The COUNTY will process all payments of property taxes billed by the MUNICIPALITY that are mailed or forwarded to the COUNTY or entered through the COUNTY website. All payments collected by the COUNTY will be deposited into the COUNTY's general checking account.
2. If the MUNICIPALITY chooses to use a BANK for payment collections, collections by the BANK will be deposited directly into the MUNICIPALITY'S account. The MUNICIPALITY shall be responsible for providing to the COUNTY, at their own cost, detail of all payments collected through the BANK in an electronic format that is compatible with the COUNTY'S tax collection system. The MUNICIPALITY shall be responsible for any fees or charges from the BANK for lockbox services.
3. All payments collected by the COUNTY will be processed and deposited regardless of amount. The MUNICIPALITY shall be responsible for refunding overpayments of property taxes. The COUNTY shall be responsible for providing a list of any overpayments to the MUNICIPALITY on a daily basis.
4. Any payments received directly by the MUNICIPALITY shall be forwarded to the COUNTY in a timely manner, along with either the postmarked envelope or other certification as to date received. The COUNTY will honor either the postmark or receipt date certified by the MUNICIPALITY when processing the payment.
5. Receipts will be issued by the COUNTY to taxpayers for all payments collected by the COUNTY and BANK. The COUNTY will be responsible for the cost of mailing receipts to the taxpayers.

D. TRANSFER OF FUNDS

The COUNTY will transfer funds to the MUNICIPALITY's general checking account by ACH credit every Tuesday and Friday during the collection period. If the banks are closed for business on the day that a transfer is to occur, the transfer will occur on the next business day. Amounts transferred on Tuesdays will represent collections deposited on Wednesday and Thursday of the prior week, while amounts transferred on Friday will represent collections deposited on the previous Friday, Monday and Tuesday. The minimum amount that will be transferred by the COUNTY is \$50,000 during the December 15th through February 5th period. Funds will be transferred at least once every two weeks even if the minimum transfer amount is not met. Any interest earned on funds deposited in the COUNTY'S account until such time as funds are transferred to the MUNICIPALITY, will accrue to the COUNTY.

E. SETTLEMENT

1. The MUNICIPALITY will, on or before January 15th and February 20th of each year, settle for all collections of taxes, special assessments, charges and taxes, in accordance with Chapter 74 of Wisconsin Statutes.
2. The MUNICIPALITY shall pay all taxing districts in accordance with information provided by the COUNTY on or before the statutorily provided dates.

F. CHARGE FOR SERVICES

The COUNTY will provide to the MUNICIPALITY the services outlined in this agreement at the rates outlined in Appendix A of this agreement.

G. TERMINATION OF CONTRACT

This contract will remain in force until terminated by either party. The MUNICIPALITY may terminate the agreement by providing notice in writing to the COUNTY by October 1st of the tax year. The COUNTY reserves the right to terminate the agreement, or change the per parcel collection fee in Appendix A, by giving notice to the MUNICIPALITY by May 1st of the tax year.

Dated: _____

Dated: _____

Town of Delafield

Waukesha County

By: _____
(Mayor/President/Chairman)

By: _____
(Treasurer)

(Clerk)

(Clerk)

APPENDIX A

TAX COLLECTION RATES – 2020/2021 TAX COLLECTION CYCLE

MUNICIPALITY: Town of Delafield

Please check applicable rate:

_____ Municipality does not use a bank lockbox for tax collection - \$2.25 per parcel billed

_____ Municipality uses its own bank lockbox for tax collection - \$1.55 per parcel billed

MUNICIPALITY shall pay the per parcel charge for tax collection, as billed by the COUNTY, on or before March 1, 2021.

The rates shown in this appendix shall apply through February 28, 2021.

Dated: _____

Dated: _____

Town of Delafield

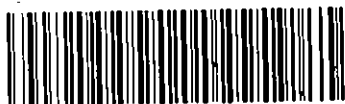
Waukesha County

By: _____
(Mayor/President/Chairman)

By: _____
(Treasurer)

(Clerk)

(Clerk)



WC2550122-018

MAR 31 00 0 0 0 6 5 2

035

Declaration of Restrictions
For Lost Creek Subdivision

2550122

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

03-31-2000 1:28 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 38.00
REC. FEE-CO: 4.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 18

Recording Area

Name and Return Address

CATHY JORGENSEN
W289 N 3221 LOST CREEK CT
PEWAUKEE, WI 53072

Parcel Identification Number (PIN)

Pop
44/18

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR LOST CREEK SUBDIVISION

The purpose of this amendment is to add the following to Section C. 4:

The homeowner Committee shall be expanded as of 1/2000 from three members to five members with the following titles:

Chairperson
Secretary
Treasurer
Social Director
Groundskeeper

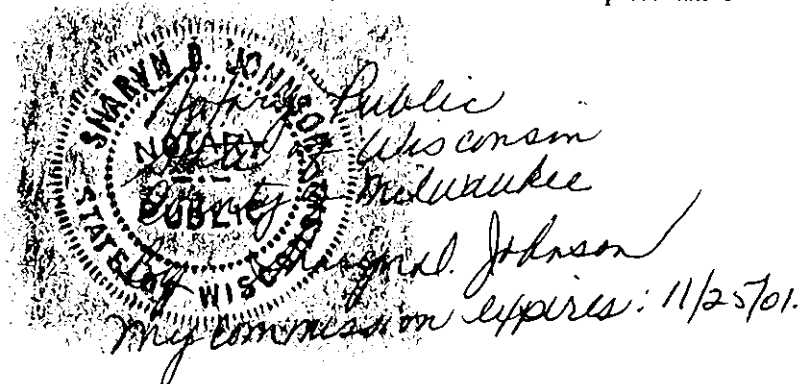
Membership will be for a term of two years, with two representatives rotating off the committee per year. The Treasurer position will be exempt from the two-year term limit. The committee will recommend a treasurer annually with no limit to term served.

Passed unanimously at the 2000 Annual Homeowner's Association Meeting, 1/27/00,
held at W289N3344 Lost Creek Ct., Pewaukee, WI.

Catherine M. Jorgensen
Lost Creek Homeowner's Association Representative

Date

3/26/00



Drafted by Catherine M. Jorgensen,
Dick Malloy and Renee Fournier.

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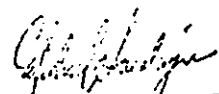
DECLARATION OF RESTRICTIONS

FOR

LOST CREEK SUBDIVISION

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS. } SS

96 SEP 18 AM 8:09


REGISTER OF DEEDS

KNOW ALL PERSONS BY THESE PRESENTS; that SIEPMANN DEVELOPMENT COMPANY is a partnership duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Waukesha, Wisconsin (herein referred to as "Developer," which term shall also include the duly authorized agent of Developer). Developer is the owner of Lost Creek Subdivision, being a subdivision of part of the NW. 1/4 and SW. 1/4 of the SW. 1/4, Sec., 12, Town 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin, (herein referred to as "Lost Creek") intending to establish a general plan for the use, occupancy and enjoyment of Lost Creek, and in furtherance of the general purpose set forth in Section A, below, does hereby declare for the mutual benefit of present and future owners of lands in Lost Creek and any future stages of development added as provided in Section D, below (herein referred to individually as "Owner" and collectively as "Owners"), that Lost Creek shall be subject to the following restrictions:

A. GENERAL PURPOSE

The general purpose of this Declaration is to promote the harmonious development of Lost Creek into a residential district of the highest quality while protecting the natural beauty and quality of the environment. In addition, this Declaration is to help insure that Lost Creek will become and remain an attractive community; to preserve the open space within Lost Creek; to guard against the erection therein of poorly designed or

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proportioned structures; to obtain harmonious use of materials; to insure the highest and best residential development of the property; to encourage and secure the erection of attractive homes within appropriate locations on building sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general, to provide adequately for high quality improvements while remaining sensitive to preserving the natural environment and thereby maintain and enhance the value of investments made by purchasers of properties in Lost Creek.

B. BUILDING RESTRICTIONS

1. All lots in Lost Creek are restricted to the erection of a one story, story and one-half, or two story single family residence building with a minimum square footage of living space (without regard for basement level areas) of two thousand five hundred (2,500) square feet, and with an attached garage which will accommodate at least two cars.

2. The garage must be attached to the residence directly or by breezeway, or built into the basement of the residence and must be constructed with the residence. The maximum size of the garage shall conform to Town of Delafield (hereinafter referred to as the "Town") ordinances. Garage entrances must be on the side of the building.

3. All homes and appurtenant structures in Lost Creek shall be based upon traditional design such as those commonly referred to as Early American, Cape Cod, English Tudor, French Manor, Georgian, and the like. The design of each home shall be subject to Developer's approval in accordance with paragraph B. 10, below. In granting such approval, Developer may, in its sole discretion, permit home designs ranging from rustic or primitive Early American or European designs to contemporized versions thereof, provided their appearance and massing are reasonably compatible with the

traditional styles of architecture permitted in Lost Creek. Any subsequent remodeling or renovation shall comply with the design standards set forth herein.

4. The exterior walls of the residence and attached garage must be constructed of brick, stone, stucco, wood siding, (which includes only solid wood or wood waferboard products of the type and quality of the innerseal lap siding product manufactured by Louisiana Pacific Corporation on the date hereof) or other natural materials. Siding materials such as aluminum, vinyl, steel, pressed board, masonite or plywood will not be permitted. Any exposed basement or foundation wall must be covered with face brick, stone or stucco. Chimneys shall be constructed of structural masonry materials. All roof areas having an appropriate pitch shall be covered with wood shakes; provided, however, Developer shall have the right to approve other roofing materials if they are of comparable quality or better suited to the approved building design.

5. All two story and story and one-half residence roofs shall have a minimum pitch of eight feet in height for each twelve feet in length (8/12), except for rear dormers on a story and one-half residence. All one story residence roofs shall have a minimum pitch of ten feet in height for each twelve feet in length (10/12). A lower minimum roof pitch may be allowed in special circumstances if approved in writing by Developer.

6. The residence with attached garage, a sodded or seeded lawn and a paved driveway must be completed within one year of the start of construction.

7. Only one residence may be erected on a lot.

8. The minimum setback from any abutting street right-of-way is 50 feet. Side yard and rear yard setbacks shall conform to the Town ordinances.

9. There shall be no outside storage of boats, trailers, buses, commercial trucks, recreational vehicles or other vehicles or items deemed to be unsightly by the Developer or the Lost Creek Homeowners Association, created pursuant to Section C, below.

10. All building plans and the exterior design of each building to be constructed, and all yard grades and stakeout surveys must be approved by Developer in writing prior to application for a building permit. In addition, basic site features such as fences, decks, inground swimming pools, additions and other temporary or permanent structures or elements contributing significantly to the total environmental effect of Lost Creek are subject to the prior written approval of Developer. Developer's approval shall be based upon the building and use restrictions contained in this Section B and the Guidelines for Plan Approval for Lost Creek Subdivision which Owner shall obtain from Developer prior to submitting plans to Developer for approval. Developer may withhold exterior design approval if the design is too similar in appearance to others in close proximity. Following such time that a principal residence has been constructed upon each lot in Lost Creek, Developer may, but shall not be obligated to, delegate to the Lost Creek Homeowners Association Committee the approval authority contained in this Paragraph 10. To be effective, notice of such delegation shall be recorded in the office of the Register of Deeds for Waukesha County, Wisconsin.

11. At the time of construction of a residence the Owner shall install at a location designated by Developer, one outdoor electric postlamp with an unswitched photo-electric control. The design of the postlamp shall be subject to the approval of the Developer. The postlamp shall be maintained by the Owner in a proper operating manner. If the postlamp is not so maintained, maintenance shall be performed by the Lost Creek

Homeowner's Association, and the cost of such maintenance shall be an assessment against the Owner, payable within 10 days after the date of the assessment.

12. The design and location of each mailbox/newspaper box shall be subject to approval of the Developer.

13. There shall be no satellite dish antennas having a diameter in excess of 24 inches, no outbuildings and no above ground swimming pools. No antenna or satellite dish shall be visible from any roadway or neighboring lot. All swimming pool related pump, heater and filter equipment must be concealed in an enclosure to minimize noise and visibility.

14. The Developer, and no other, shall have the right and authority to modify the Building and Use Restrictions or to permit variances from application thereof, if in its opinion, the modification or variance is consistent and compatible with the overall scheme of development of Lost Creek, provided that no such modification shall be in violation of local ordinances, or have the effect of revoking an approval previously granted in writing hereunder. Notwithstanding the foregoing, any such modifications or variances shall be at the sole and absolute discretion, aesthetic interpretation and business judgment of the Developer, and this paragraph and any modifications or variances granted hereunder shall not in any way be interpreted (i) as preventing the Developer from requiring at any time, and from time to time, strict compliance with the Building and Use Restrictions, or (ii) as entitling any person to a modification or variance not approved and granted in writing by the developer.

15. Each Owner must strictly adhere to and finish grade its lot in accordance with the Master Grading Plan or any amendment thereto approved by the Town Engineer on file in the office of the Developer's Engineer. 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 and correction of any drainage condition, and the Owner is responsible for cost of the same. Each Owner, at the time of home construction, shall also be responsible for grading their lot so as to direct drainage toward the street or other established drainageway and to prevent an increase in drainage on to neighboring property. In addition, at the time of construction, erosion control measures shall be installed and maintained according to the standards and specifications set forth in the Wisconsin Construction Site Best Management Practices Handbook and/or local ordinances.

16. The plat of Lost Creek establishes drainage easements over a portion of Lots 12, 13, 18 and 19. These drainage easement areas shall be maintained by the Owner clean, clear and free of any obstructions or barriers of any kind. Landscaping within these areas shall consist of ground cover to inhibit erosion. Any obstructions may be removed by the Town. Should the Town determine that deficiencies exist in the maintenance of these easement areas and that the public interest requires compliance, the Town shall give written notice of the deficiencies to the Owner. If the Owner does not rectify the deficiencies within the time specified in the notice, the Town, its agents and employees shall have the right to enter upon the property to rectify the conditions. The cost of such work shall be billed to the Owner. The Town shall have the right to enforce collection of such amounts by placing them on the tax roll as an unpaid special charge against the responsible Owner.

17. Any Owner violating the restrictions contained herein shall be personally liable for and shall reimburse Developer and the Association for all costs and expenses, including attorneys' fees, incurred by Developer or the Association in enforcing

the restrictions contained in this Section B. The foregoing shall be in addition to any other rights or remedies which may be available to Developer and the Association.

C. OWNERS ASSOCIATION

1. An unincorporated association (herein referred to as the "Association") of the Owners of land in Lost Creek and all future stages of development as provided in Section D, below (herein referred to individually as "Owner" and collectively as "Owners"); is hereby created for purposes of managing and controlling subdivision Common Areas (as defined below) and performing other duties as set forth herein for the common benefit of the Owners. The Association shall be known as "Lost Creek Homeowners Association".

2. The term "Common Area" shall include the following areas, plus any additional areas which may be added in accordance with Section D.

(a) Outlots 1, 2 and 3 of Lost Creek.

(b) The grass area and any fencing and landscaping contained within the public right-of-way of North Shore Drive, Lakeside Road and Hillcrest Drive.

(c) All landscaped courts and boulevards contained within the dedicated streets in Lost Creek. Any portion of the Common Area within a public street right-of-way may only be improved with the consent of the Town and other appropriate public authorities. Consent to any such improvement shall not be considered or construed as an assumption of liability or responsibility for maintenance, nor shall such consent relieve the Association and/or the Owners of duties to maintain such improvements.

3. Each lot shall have an appurtenant undivided fractional interest in the Common Area outlots (including added future stages), the numerator of which shall be

one and the denominator of which shall be the total number of lots subject to this Declaration (including added future stages). All deeds and any other conveyances of any lot in Lost Creek shall be deemed to include such undivided interest in the Common Area outlots, whether or not so specifically stated in any such deed or other conveyance.

4. The Association shall be governed by a three member Committee, hereinafter referred to as the "Committee," which shall be solely responsible for the activities of the Association. The initial members of the Committee shall be James P. Siepmann, Charles B. Schiereck and Karen S. Reed.

5. To qualify as a member of the Committee, a person must be either an Owner or a duly designated officer or representative of an Owner.

6. So long as fifty percent (50%) or more of the lots in Lost Creek are owned by Developer, all three members of the Committee shall be appointed by Developer. So long as twenty percent (20%) or more but less than fifty percent (50%) of the lots in Lost Creek are owned by Developer, two members of the Committee shall be appointed by Developer and one member shall be elected as provided herein. So long as five percent (5%) or more but less than twenty percent (20%) of the lots in Lost Creek are owned by Developer, one member of the Committee shall be appointed by Developer and two members shall be elected as provided herein. If less than five percent (5%) of the lots in Lost Creek are owned by Developer, all of the members of the Committee shall be elected as provided herein. The provisions of this paragraph shall also apply in the event of any future stages of development in accordance with Section D., below, but the lots contained therein shall not be considered in determining the above percentages.

7. Each Owner shall be entitled to vote in person or by proxy in elections for selecting members of the Committee. Owners shall have one vote for each lot owned.

8. The term of office of the initial members of the Committee shall commence upon the execution hereof and shall continue until December 31, 1997. Thereafter, the term of office of members of the Committee shall be for two calendar years. If any member of the Committee shall die, resign, be unable to act or cease to be qualified to be a member, the unexpired term of such member shall be filled by a special election, (or appointment by Developer, if applicable, pursuant to the terms of Paragraph C. 6, above).

9. All meetings of the Committee shall be open to Owners. The annual meeting shall be held upon not less than three days prior written notice to all of the Owners. ~~Meetings of the Committee for the purpose of carrying out the provisions set forth herein may be held from time to time without notice. Five members of the Committee shall constitute a quorum.~~ Actions of the Committee shall be taken by majority vote.

10. The Committee shall have the following duties:

(a) To provide for the maintenance of improvements in Common Areas;

(b) ~~Establish rules and procedures for the conduct of the Committee,~~

11. The Committee shall have the following powers:

(a) ~~To take such action as may be necessary to cause the Common Areas to be maintained,~~ repaired, landscaped (where appropriate) and kept in good, clean and attractive condition.

(b) To take such action as may be necessary to enforce the provisions of Paragraphs B.9 and B.11, above.

(c) ~~To enter into contracts and to employ agents, attorneys or others for the purposes of discharging its duties and responsibilities hereunder; and~~

(d) ~~To levy and collect assessments in accordance with the provisions of Paragraph C-12, below.~~

12. The Committee shall levy and collect assessments in accordance with the following:

(a) The Owner of each lot shall be subject to a general annual charge or assessment equal to his pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties and discharging its obligations. The pro rata share of an Owner of a lot shall be a fraction, the numerator of which shall be one and the denominator of which shall be the total number of lots subject to this Declaration (including added future stages) at the time of the assessment. Said costs shall include, but not be limited to: taxes, insurance, repair, replacement and additions to the improvements made to the Common Area, equipment, materials, labor, management and supervision thereof; and all costs for the Association reasonably incurred in conducting its affairs and enforcing the provisions of this Section C. Waukesha County shall not be liable for any fees or special assessments in the event that it should become the owner of any lots in the subdivision by reason of tax delinquency.

(b) Assessments shall be approved at the duly convened annual meeting of the Committee.

(c) Written notice of an assessment shall be personally delivered to each Owner subject to the assessment or delivered by regular mail addressed to the last known address of such Owner.

(d) Assessments shall become due and payable 30 days after the mailing or personal delivery of the notice, as the case may be.

(e) Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, and such unpaid assessments and the interest thereon shall constitute a continuing lien on the real estate against which it was assessed until they have been paid in full. The assessments and interest thereon shall also be the personal obligation of any current or subsequent Owner of the lot against which the assessment was made.

(f) ~~The Committee may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of a lien for any such unpaid assessment~~ and upon payment or satisfaction of the amount due record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney fees relating to any such document shall be borne by the affected Owner.

(g) Upon application by any Owner, any member of the Committee may, without calling a meeting of the Committee, provide to such Owner a statement in recordable form certifying (1) that the signer is a duly elected or appointed member of the Committee and (2) as to the existence of any unpaid assessments or other amounts due to the Association. Such statement shall be binding upon the Committee and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding assessments or other amounts due to the Association.

(h) Any lien for assessment may be foreclosed by a suit brought by the Committee, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property.

13. ~~Members of the Committee shall not be liable for any action taken by~~
~~them in good faith in~~ discharging their duties hereunder, even if such action involved a
mistaken judgment or negligence by the members or agents or employees of the
Committee. The Association shall indemnify and hold the members of the Committee
harmless from and against any and all costs or expenses, including reasonable attorney's
fees, in connection with any suit or other action relating to the performance of their duties
hereunder.

14. Failure of the Association or the Committee to enforce any provisions
contained in this Section C, upon the violation thereof, shall not be deemed to be a waiver
of the rights to do so, or an acquiescence in any subsequent violation.

15. If the Committee shall fail to discharge its duties under this Section C
within 60 days of written demand by the Town, the Town may discharge the duties of the
Committee. The costs of the Town incurred in connection therewith shall be charged to
the Owners of the properties affected by such actions of the Town by adding to each
Owner's real estate tax statement a charge equal to such Owner's pro rata share (the same
as such Owner's share of annual assessments as provided in subparagraph C. 12 (a),
above) of such costs.

D. FUTURE STAGES OF DEVELOPMENT OF LOST CREEK

The Developer, its successors and assigns shall have the right to bring
within this Declaration future stages of the development of Lost Creek, provided such
future stages are or become adjacent to the real estate which is or becomes subject to this
Declaration or any supplemental declaration. The future stages authorized under this
Section shall be added by recording a Supplemental Declaration of Restrictions with
respect to the future stages which shall extend the provisions of this Declaration to such
future stages and indicate any provisions which differ from the provisions of this

Declaration or any prior Supplemental Declaration. Except with respect to increasing the number of Owners and adding to the Common Area, such Supplemental Declarations shall not revoke, modify or add to the Covenants established by this Declaration or any prior Supplemental Declaration.

E. AMENDMENT PROVISIONS

Any of the provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of lands having at least sixty percent (60%) of the votes in the Association; provided, however, that any such action must also be approved in writing by (i) the Town, (ii) Waukesha County and (iii) the Developer so long as it shall be an Owner. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the office of the Register of Deeds for Waukesha County, Wisconsin.

F. RESERVATION BY DEVELOPER OF RIGHT TO GRANT EASEMENTS.

Developer hereby reserves the right to grant and convey easements to the Town and/or to any public or private utility company, upon, over, through or across those portions of any Lot in Lost Creek within 10 feet of any lot line for purposes of allowing the Town or utility company to furnish gas, electric, water, sewer, cable television or other utility service to any Lot(s) or through any portions of Lost Creek or for purposes of facilitating drainage of storm or surface water within or through Lost Creek. Such easements may be granted by Developer, in its own name and without the consent or approval of any lot Owner, until such time as Developer has conveyed legal title to all

Lots platted or to be platted in Lost Creek or any future stages added pursuant to Section D. to persons other than a Successor-Developer.

G. DURATION OF RESTRICTIONS

These restrictions and any amendments thereto shall be in force for a term of thirty (30) years from the date this Declaration is recorded, and upon the expiration of such initial 30 year term or any extended term as provided herein, this Declaration shall be automatically extended for successive terms of 10 years each, unless prior to the end of the then-current term a notice of termination is executed by the owners of at least ninety percent (90%) of all lots subject to this Declaration (and their mortgagees) and is recorded in the office of the Register of Deeds of Waukesha County. These Restrictions shall be deemed to run with the land and shall bind the owners and their heirs, successors and assigns and be enforceable by any owner, and to the extent permitted by paragraph C.15, above, the Town of Delafield, Waukesha County, Wisconsin.

IN WITNESS WHEREOF, the undersigned, being the authorized partuer of SIEPMANN DEVELOPMENT COMPANY, has executed this Declaration of Restrictions this 17 day of SEPTEMBER, 1996.

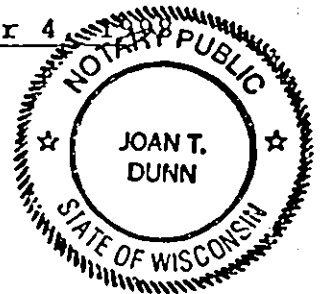
SIEPMANN DEVELOPMENT COMPANY

BY: James P. Siepmann
James P. Siepmann,
Authorized Signatory

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this 17th day of September,
1996, the above-named James P. Siepmann, to me known to be the person who executed
the foregoing instrument and acknowledged the same.

Joan T. Dunn
Notary Public, Waukesha County,
State of Wisconsin
My Commission: October 4



This Instrument Was Drafted By:
Siepmann Development Company
W240 N1221 Pewaukee Road
Waukesha, WI 53188

CONSENT OF MORTGAGEE

M&I Northern Bank as mortgagee of any present or future mortgage on the lands subject to the foregoing Declaration of Restrictions, hereby consents to and agrees that its mortgages shall be subject to the foregoing Declaration of Restrictions.

M&I NORTHERN BANK

BY: [Signature]

BY: [Signature]

STATE OF WISCONSIN)
COUNTY OF Waukesha) SS

Personally came before me this 17th day of September, 1996, the above-named Bryan L. Downey and Gregory P. Kolton to me known to be the Vice Pres. and Vice Pres. respectively of M&I Northern Bank and to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, County of Waukesha
State of Wisconsin
My Commission: Exp. 12-29-96

Document Number

SEE BELOW
Title of Document**Amendment to Declarations of Restrictions
for Lost Creek Subdivision****4186831**REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ONJanuary 14, 2016 09:54 AM
James R Behrend
Register of Deeds

4 PGS

TOTAL FEE:\$30.00

TRANS FEE:\$0.00

Book Page -



Recording Area

Name and Return Address

Attorney T. Michael Schober
Schober Schober & Mitchell, S.C.
2835 South Moorland Road
New Berlin, WI 53151See Attached

Parcel Identification Number (PIN)

The Declaration of Restrictions ("Deed Restrictions") for Lost Creek Subdivision located in the Town of Delafield, Waukesha County, was duly recorded the 18th day of September, 1996, as Document No. 2157475. The Owners now, through their duly organized and acting Association and its officers and Board, following the affirmative vote of lot owners pursuant to the Deed Restrictions, make such further changes and amendments as follows:

1. Section B.4. is amended to the extent that the last sentence beginning with "All roof areas . . ." is hereby deleted and replaced by the following:

As determined by the Association Board, all roofs having appropriate pitch shall be covered with wood shakes, wood shingles or dimensional fiberglass 50 year shingles of the type and quality of GAF Ultra, Landmark 50 or their equivalent, in a "Weathered Wood" color.

2. All remaining provisions of the Deed Restrictions shall remain unchanged.

Dated this 4th day of December, 2015.

LOST CREEK HOMEOWNER'S ASSOCIATION

By: 

Craig Driscoll, President

Subscribed and sworn to before me
this 4 day of December, 2015.

Patricia Meyer
Notary Public, State of Wisconsin Waukesha County
My commission expires 5-13-18.

By: 

Richard Meeusen, Secretary

Subscribed and sworn to before me
this 14 day of DECEMBER, 2015.

Theresa Lea Young
Notary Public, State of Wisconsin Waukesha County
My commission expires 10/30/17.

By: 

Douglas Kennedy, Treasurer

Subscribed and sworn to before me
this 14 day of DECEMBER, 2015.

Richard Meeusen
Notary Public, State of Wisconsin Waukesha County
My commission expires 8/3/18.

This document prepared by:

T. Michael Schober
Schober Schober & Mitchell, S.C.
2835 South Moorland Road
New Berlin, WI 53151
(262) 785-1820

Lost Creek Subdivision Affirmative Votes

Lot Number	Parcel Identification Number
1	DELT0767053
3	DELT0767055
5	DELT0767057
6	DELT0767058
7	DELT0767059
8	DELT0767060
9	DELT0767061
10	DELT0767062
11	DELT0767063
12	DELT0767064
13	DELT0767065
14	DELT0767066
15	DELT0767067
17	DELT0767069
18	DELT0767070
19	DELT0767071
20	DELT0767072
21	DELT0767073
22	DELT0767074
24	DELT0767076
25	DELT0767077
26	DELT0767078

Legal Description

Lots 1-26 of Lost Creek Subdivision being a subdivision of part of NW 1/4 and SW 1/4 of the SW 1/4, Sec. 12, Town 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin.

Paul Farrow
County Executive

Dale R. Shaver
Director



Waukesha County
Department of Parks and Land Use

MEMORANDUM

To: Lost Creek Homeowners Association

From: Rebekah Leto
Senior Land Use Specialist

Date: September 30, 2020

Subject: Approval of Addendums to Restrictions

Per Section E of the Declaration of Restrictions for Lost Creek Subdivision in the Town of Delafield, Waukesha County is required to provide written notice approving any changes, modification or amendments to the provisions within the Declaration. Two amendments have been subsequently been approved by the Homeowner's Association. The amendments are recorded in the Waukesha County Register of Deeds as Document No. 4186831, recorded on 1/14/2016, and Document No. 2550122, recorded on 3/31/2000. Waukesha County has reviewed both of the amendments and has no objection to either amendment.

N:\PRKANDLU\Subdivision Files\Towns\Delafield\Lost Creek Addendum to Restrictions approval 09 30 20.docx

Planning and Zoning

515 W. Moreland Blvd., Room AC 230 Waukesha, Wisconsin 53188-3878

Phone: (262) 548-7790 Fax: (262) 896-8071

www.waukeshacounty.gov/planningandzoning

STATE OF WISCONSIN

WAUKESHA COUNTY

TOWN OF DELAFIELD

ORDINANCE NO. 2020-06

**AN ORDINANCE TO REPEAL AND RECREATE SECTION 8.18
OF THE TOWN OF DELAFIELD CODE OF ORDINANCES
ESTABLISHING SANITARY SEWER REGULATIONS**

WHEREAS, Section 8.18 of the Town of Delafield Code currently establishes Sanitary Sewer Regulations pertaining to the Foxwood Estates Subdivision; and

WHEREAS, the Town Board of the Town of Delafield has determined that amendment of Section 8.18 of the Town of Delafield Code to encompass all properties currently receiving sanitary sewer services will promote the health, safety, and welfare of the residents of the Town of Delafield;

The Town Board of the Town of Delafield, Waukesha County, Wisconsin, does ordain as follows:

SECTION 1: Section 8.18 of the Town of Delafield Code is hereby repealed and recreated to read as follows:

8.18 SANITARY SEWER REGULATIONS

(1) INTRODUCTION AND GENERAL PROVISIONS

(a) **INTRODUCTION.** This Ordinance regulates the use of public and private sewers and drains, connections to the public sewer system, discharge of septage into the public sewerage system, and the discharge of waters and wastes into the public sewerage systems within the Town of Delafield. It also provides for and explains the method used for levying and collecting wastewater treatment services charges, sets uniform requirements for discharges into the wastewater collection and treatment systems and enables the said Municipality to comply with administrative provisions, and other discharge criteria which are required or authorized by the State of Wisconsin or Federal law. Its intent is to derive the maximum public benefit by regulating the characteristics of wastewater discharged into the sewerage system.

(b) GENERAL PROVISIONS.

- i. This Ordinance provides a means for regulating the use of the public sewers, effectuating connections thereto, determining wastewater volumes, constituents and characteristics, the setting of charges and fees, and the issuing of permits to certain users. Revenues derived from the application of this Ordinance shall be used to defray the costs of operating and maintaining the wastewater collection and treatment systems and to provide sufficient funds for capital outlay, debt service costs and capital improvements. The charges and fees herein have been established pursuant to requirements of the Wisconsin Statutes.
- ii. This Ordinance shall supersede any previous Ordinances, Rules or Regulations of the Municipality relating to the subject matter hereof; and shall repeal all parts thereof that may be inconsistent with this Ordinance. If there is any conflict between this Ordinance and the inter-municipal agreements pursuant to which the Town receives sanitary sewer treatment and/or transportation service, the terms of the applicable inter-municipal agreement(s) shall control.

- (c) LEGAL AUTHORITY. This Ordinance is enacted pursuant to the power and authority conferred by Section 66.0821, Stats., as amended from time to time.

(2) DEFINITIONS

Unless the context specifically indicates otherwise, the meaning of terms used in this Ordinance shall be as follows:

- (a) APPROVING AUTHORITY of the Municipality shall mean its Town Board or its duly authorized committee, agent, or representative.
- (b) BUILDING DRAIN shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building or structure and conveys it to the Building Sewer.
- (c) BUILDING SEWER shall mean the pipe extension beginning at the outside of the inner face of the building wall, to a point of connection with the public sewer.
- (d) CARBONACEOUS BIOCHEMICAL OXYGEN DEMAND (CBOD) shall mean the quantity of oxygen used in the biochemical degradation of organic material in five(5) days at 20EC when the oxidation of reduced forms of nitrogen is prevented by the addition of an inhibitor. This analytical procedure shall be performed in accordance with Standard Methods.
- (e) COMPATIBLE POLLUTANTS shall mean carbonaceous biochemical oxygen demand, suspended solids, total kjeldahl nitrogen, plus additional pollutants identified in the WPDES permit for the publicly owned treatment works receiving the pollutant if such works were designed to treat such additional pollutants to a substantial degree.
- (f) FLOATABLE OIL shall mean oil, fat, or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. A wastewater or septage shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection of treatment system.
- (g) GARBAGE shall mean the residue from the preparation, cooking, and dispensing of food, and from the handling, storage, and sale of food products and produce.
- (h) GROUND GARBAGE shall mean the residue from the preparation, cooking, and dispensing of food that has been shredded to such degree that all particulates will be no greater than one-half (1/2) inch in any dimension and will be carried freely in suspension under normal flow conditions in sewers.
- (i) INCOMPATIBLE POLLUTANTS OR WASTEWATER shall mean wastewater or septage with pollutants of such a strength that will adversely affect or disrupt the wastewater treatment processes or effluent quality or sludge quality if discharged to the sewerage system facility.
- (j) INDUSTRIAL WASTE shall mean the wastewater from an industrial process, trade, or business, as distinct from sanitary sewage, including cooling water and the discharge from sewage pretreatment facilities.
- (k) MAY means permissible.
- (l) DEL-HART ORDINANCE shall mean the Sewer Use & User Charge Ordinance of the Delafield-Hartland Water Pollution Control Commission (herein the "Del-Hart Commission") effective February 27, 2007, and any amendments thereto or restatements thereof.
- (m) MUNICIPAL WASTEWATER shall mean the wastewater of a municipality, including that

- of the Municipality. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residential, commercial buildings, industrial plants and institutions, together with any groundwater, surface water, and storm water that may have inadvertently entered the sewerage system of the municipality.
- (n) MUNICIPALITY shall mean the Town of Delafield, a Wisconsin municipality.
 - (o) NATURAL OUTLET shall mean any outlet, including storm sewers, into a watercourse, pond, ditch, lake or other body of surface water or groundwater.
 - (p) PARTS PER MILLION shall mean a weight-to-weight ratio; the parts per million value multiplied by the factor 8.34 shall be equivalent to pounds per million gallons of water.
 - (q) PERSON shall mean any and all persons, including any individual, firm, company, municipal or private corporation, association, society, institution, enterprise, government agency, or other entity.
 - (r) pH shall mean the logarithm of the reciprocal of hydrogen ion concentration. The concentration is the weight of hydrogen ions, in grams per liter of solution. Neutral water, for example, has a pH value of 7 and a hydrogen ion concentration of 107.
 - (s) PUBLIC SEWER shall mean any sewer owned or provided by or subject to the jurisdiction of the Municipality, the Del-Hart Commission or any other municipality.
 - (t) SANITARY SEWAGE shall mean a combination of liquid and water-carried wastes discharged from toilets and/or sanitary plumbing facilities, together with such ground, surface, and storm waters as may have inadvertently entered the sewerage system.
 - (u) SANITARY SEWER shall mean a sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with small quantities of ground, storm, and surface waters that are not admitted intentionally.
 - (v) SEPTAGE shall mean the wastewater or contents of septic or holding tanks, dosing chambers, grease interceptors, seepage beds, seepage pits, seepage trenches, privies or portable restrooms.
 - (w) SEWER SERVICE CHARGE is a service charge levied on users of the wastewater collection and treatment facilities for payment of use-related capital expenses as well as the operation and maintenance costs, including replacement costs, of said facilities.
 - (x) SEWER SYSTEM means the public sanitary sewers within a sewerage system. The facilities which convey wastewater from individual structures, from private property to the public sanitary sewer, or its equivalent, are specifically excluded from the definition of "sewer system"; except that pumping units and pressurized lines for individual structures or groups of structures may be included as part of a "sewer system" when such units are owned and maintained by the Municipality or the Village of Hartland. For example, a Building Sewer is not part of the sewer system.
 - (y) SEWERAGE SYSTEM means all structures, conduits and pipes, by which sewage is collected, treated, and disposed of, except plumbing inside and in connection with buildings served, and service pipes, from building to street main, i.e., a Building Sewer.
 - (z) "SHALL" is mandatory.
 - (aa) SLUG LOAD shall mean any substance released at a discharge rate and/or concentration which causes interference to wastewater treatment processes or plugging or surcharging of the sewer system.
 - (bb) STATS. shall mean the Wisconsin Statutes in effect from time to time.

- (cc) STANDARD METHODS shall mean the examination and analytical procedures set forth in the most recent edition of "Standard Methods for the Examination of Water, Sewage, and Industrial Wastes" published jointly by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation and is in compliance with Federal Regulations 40 CFR 136, "Guidelines Establishing Test Procedures for Analysis of Pollutants," all as amended from time to time.
 - (dd) STORM DRAIN (sometimes termed "STORM SEWER") shall mean drain or sewer for conveying surface water, groundwater, subsurface water other than polluted water from any source.
 - (ee) STORM WATER RUNOFF shall mean that portion of the rainfall that is collected and drained into the storm sewers.
 - (ff) SUSPENDED SOLIDS shall mean solids that either float on the surface of, or are in suspension in, water, wastewater, septage, or other liquids, and that are removable by laboratory filtering as prescribed in "Standard Methods" and is referred to as non-filterable residue.
 - (gg) TOTAL KJELDAHL NITROGEN (TKN) shall mean the quantity of organic nitrogen and ammonia as determined in accordance with Standard Methods.
 - (hh) TOTAL PHOSPHOROUS (TP) shall mean the quantity of total phosphorous as determined in accordance with the Standard Methods.
 - (ii) WASTEWATER FACILITIES shall mean the structures, equipment, and processes required to collect, carry away, store, and treat domestic and industrial waste and septage and dispose of the effluent and sludge.
 - (jj) WASTEWATER TREATMENT WORKS shall mean an arrangement of devices and structures for treating wastewater, septage, industrial waste, and sludge. Sometimes use is synonymous with waste treatment facilities.
 - (kk) WATERCOURSE shall mean a natural or artificial channel for the passage of water, either continuously or intermittently.
- (3) MANAGEMENT, OPERATION, AND CONTROL
- (a) MANAGEMENT. The management, operation, and control of the sewer system for the Municipality is vested in the Town Board. With regard to the Foxwood Estates Subdivision, management, operation, and control of the sewer system for that Subdivision is vested in the Town Board and the Village Board of the Village of Hartland pursuant to the inter-municipal agreement between the Village of Hartland and the Town of Delafield concerning sanitary sewer service for the Foxwood Estates Subdivision on file in the office of the Town Clerk.
 - (b) OWNER'S MAINTENANCE OF BUILDING SEWER. The owner of property abutting a public sewer shall maintain sewer service from the public sewer main to the structure or building on the owner's property, including all controls between the same, without expense to the Municipality, except when they are damaged as a result of negligence or carelessness on the part of the Municipality. Without intending to limit the generality of the foregoing, the owner has the sole responsibility for the repair and maintenance of all Building Sewers; and the ownership thereof shall at all times be vested in such property owner. All sewer services must be maintained free of defective conditions, by and at the expense of the owner or occupant of the property. When any sewer service is to be relaid and there are two or more buildings on such service, each building shall be disconnected from such service and a new sewer service shall be installed for each building. In the event

of any obstruction of, damage to or repair of a Building Sewer, the same shall be the responsibility of the property owner, except as provided for in Section 4(f) hereof or as otherwise provided for herein.

- (c) TITLE TO REAL ESTATE AND PERSONAL PROPERTY WITHIN THE FOXWOOD ESTATES SUBDIVISION. All property, real, personal, and mixed, including but not limited to easements, acquired for the construction of the Municipality's sewer system serving the Foxwood Estates Subdivision, and all plans, specifications, diagrams, papers, books and records connected therewith, and all buildings, machinery, and fixtures pertaining thereto, shall be the property of and titled in the name of the Village of Hartland in accordance with the inter-municipal agreement between the Town and the Village of Hartland concerning sanitary sewer service for the Foxwood Estates Subdivision.
- (d) NO LIMITATION. Nothing contained in this Ordinance shall be construed as limiting the power and authority of the Municipality as provided for by applicable Wisconsin Statutes; and the Municipality shall have all rights and authority as provided for by law.

(4) ADMINISTRATIVE RULES AND REGULATIONS

The following rules, regulations and ordinances for the regulation of licensed plumbers, sewer users, property owners and others, are hereby adopted and established:

(a) GENERAL PROVISIONS

- i. Agreement to Rules and Regulation. All persons now receiving sewerage service from the Municipality or who may hereafter make application for such service or who otherwise receive such service, shall be considered as having agreed to be bound by all of the terms and provisions of this Ordinance, as amended from time to time; and such agreement is a condition precedent to the provision of such sewerage service.
- ii. Application for Service. Every person desiring to connect property, buildings or structures to public sewers shall make application in writing to the Municipality on such forms as are prescribed for that purpose, prior to commencing use of such service. The application must describe fully and truthfully all the wastes which are anticipated to be discharged. If the applicant is not the fee simple owner of the property, the written consent of the owner must accompany the application. Persons connected to the public sewers of the Municipality are referred to herein as "Users." By submitting such an application, all users are deemed to have agreed to be bound by this Ordinance, as amended from time to time. If it appears that the service applied for will not provide adequate service for the contemplated use, the Municipality may reject the application. If the Municipality approves the application, it shall issue a connection permit as shown on the application. No service shall be provided or application approved without prior payment of all applicable fees.
- iii. Application Fee. Where the application for service is for a connection to the Municipality's public sewers, the application shall be accompanied by an Application Fee(s) in an amount to be determined from time to time by the Municipality. Such fee shall cover the cost of processing the application and inspection of the connection. Application Fees may vary in amount between residential users and commercial/industrial users. The payment of this fee shall be in addition to any Connection Fees that may be charged to or on account of new users by the Municipality, the Village of Hartland, and/or by the Del-Hart Commission as applicable.

- iv. Inspections. Any connection to the public sewers within the Municipality shall be subject to the prior inspection and approval of the work by an authorized representative of the Municipality and/or the designated representative of any governmental entity from which the Municipality receives sanitary sewer treatment and/or transportation services. No trench or other excavation shall be filled, or any connection completed, without such prior inspection. The applicant requesting the connection shall reimburse the Municipality for all inspection costs incurred, if not previously paid as part of the Application Fee.
 - v. Disconnection and Refusal of Service. Sewer service may be disconnected or refused for any of the following reasons:
 - (1) Violation of this Ordinance, as amended from time to time;
 - (2) Violation of the Del-Hart Ordinance, as amended from time to time;
 - (3) Failure to pay the Application Fee, any Connection Fee or delinquent sewer service charges of the user.
 - (4) Violation of any applicable inter-municipal agreement concerning sanitary sewer service in the Town.
 - vi. Disconnection for Delinquent Accounts or Where a Dangerous Condition Exists. A bill for service is delinquent if unpaid after the due date shown on the bill. The Municipality may disconnect service for a delinquent bill by giving the user, at least eight calendar days prior to disconnection, a written disconnect notice which may be included in the bill for service. For purposes of this rule, the due date shall not be less than twenty days after issuance of the bill. The Municipality, or with regard to the Foxwood Estates Subdivision the Village of Hartland, may disconnect without notice where the Village Engineer, Town Engineer, or Del-Hart's General Manager reasonably determines in his or her opinion that that disconnection is necessary to avoid danger to persons or property due to a condition that exists on the property. The Municipality may thereafter deny reconnection of service for as long as the condition exists.
 - vii. Denial of Service Due to Non-Compliance or Dangerous or Unsafe Conditions. Service may be denied to any user for failure to comply with the applicable requirements of this Ordinance or, with regard to the Foxwood Estates Subdivision, if the Village of Hartland Engineer, or the Village of Hartland Engineer's designee, has reasonably determined that a dangerous or unsafe condition exists on the user's property.
- (b) PLUMBERS. No plumber, pipe fitter, or other person will be permitted to do any plumbing or pipe fitting work in connection with the sewer system without first receiving a license from the State of Wisconsin and obtaining permission from the Municipality in which the work is to be performed. All service connections to the sewer main shall comply with the State plumbing code, as amended.
- (c) MANDATORY CONNECTIONS
- i. Within that portion of the Foxwood Estates Subdivision receiving sanitary sewer service from the Village of Hartland, the Arbors Subdivision, and any commercial property south of Golf Road within the Town of Delafield, the owner of each parcel of land adjacent to a public sewer main on which there exists a building used or usable for human habitation or in a block through which such system is extended, shall connect to the sewer system within 365 days (one year) of notice in writing from the Municipality. Upon failure to do so, the Municipality may cause such

connection to be made and bill the property owner for all such costs. If such costs are not paid within thirty (30) days, such cost shall constitute a special tax lien against the property, in the manner provided for by law. However, the owner may within thirty (30) days after the completion of the work file a written election with the Municipality stating that the owner cannot pay such amount in one sum and ask that the sum be levied in five (5) or less equal annual installments. The amount shall be so collected with interest at a rate not to exceed fifteen percent (15%) per annum from the date of completion of the work, all as determined by the Municipality. The unpaid balance shall constitute a special tax lien, all pursuant to sec. 281.45, Stats., as amended.

- ii. This Ordinance ordains that, where sanitary sewer service is available within the Town of Delafield pursuant to inter-municipal agreement, any such failure to connect to such sewer system is contrary to the minimum health standards of the Municipality and fails to assure preservation of public health, welfare, comfort, and safety; and that such failure constitutes a public nuisance under sec. 823.02, Stats., as amended, subject to abatement as provided for therein.
- (d) **BUILDING SEWER CONNECTION EXPENSE.** Persons attaching to a public sewer shall have the Building Sewer, or lateral, installed at their own cost and expense.
- (e) **TAP PERMITS.** After sewer connections have been introduced into any building or upon any premises, no plumber shall make any alterations, extensions, or attachments, unless the party ordering such tapping or other work exhibits the proper permit for the same from the Municipality.
- (f) **OBSTRUCTION OF BUILDING SEWERS IN PUBLIC RIGHT OF WAYS.** In the event of any blockage, damage or break in any Building Sewer, which occurs within a public street, alley, highway, or other public right of way, the Municipality shall have the exclusive right and option to repair the Building Sewer within said street, alley, highway, or right of way provided, however, that the Village of Hartland shall have such exclusive right with regard to any Building Sewer pertaining to the Foxwood Estates Subdivision. In such event, the owner of the Building Sewer shall promptly reimburse the Municipality, and/or the Village of Hartland as applicable, for all costs so incurred. If not so reimbursed, the same shall be added to the owner's sewer service charges and collected in the same manner as such charges are so collected.
- (g) **BACKFLOW PREVENTER.** All floor drains shall have a backflow prevention valve installed at the owner's expense.
- (h) **USER USE ONLY.** No user shall allow other persons or other services to connect to the sewer system through their lateral or Building Sewer.
- (i) **USER TO PERMIT INSPECTION.** Every user shall permit the Municipality, and/or the duly authorized agent of any entity from which the Municipality receives sanitary sewer treatment and/or transportation services, at all reasonable times, to enter their premises or building to examine the pipes and fixtures, and the manner in which the drains, and sewer connections operate; and the user must at all times, frankly and without concealment, answer all questions put to them relative to its use, all in accordance with this Ordinance and sec. 196.171, Stats., to the extent applicable.
- (j) **MUNICIPAL RESPONSIBILITY.** It is expressly stipulated that no claim shall be made against the Municipality or the Village of Hartland with regard to the Foxwood Estates Subdivision, or any of their respective Board members, agents, employees and representatives by reason of the breaking, clogging, stoppage, or freezing of any pipes; nor from any damage arising from repairing mains, making connections or extensions or

any other work that may be deemed necessary. The right is hereby reserved by the Municipality, and the Village of Hartland with regard to the Foxwood Estates Subdivision, to cut off sewer service at any time for the purpose of repairs or any other necessary purpose, any permit granted or regulations to the contrary notwithstanding.

- (k) EXCAVATIONS WITHIN PUBLIC RIGHT OF WAY. Any person excavating in the public right of way shall fully comply with all provisions of Section 8.02 of the Municipal Code.
- (l) TAPPING THE MAINS. Connections to the sewer system, other than Building Sewer connections, shall be done only in accordance with the Del-Hart Ordinance, as amended.
- (m) INSTALLATION OF BUILDING SEWERS. All Building Sewers on private property shall be installed in accordance with State of Wisconsin Administrative Code "Design, Construction, Installation, Supervision, and Inspections of Plumbing," especially, Section ILHR 82.10, "Basic Plumbing Principles," as amended. As required therein, all laterals shall be inspected. The Building Sewer and/or private interceptor main sewer shall be inspected upon completion of placement of the pipe and before backfilling and tested before or after backfilling.
- (n) APPLICATION OF DEL-HART ORDINANCE. Notwithstanding anything to the contrary contained herein, any connection to the public sewers shall be subject to the provisions of the Del-Hart Ordinance, as amended from time to time and, to the extent applicable, any inter-municipal agreement under which the Municipality receives sanitary sewer treatment and/or transportation services. In the event of any conflict between the provisions of the Del-Hart Ordinance, the more restrictive provision shall control.
- (o) NEW CONNECTIONS. New connections to the Municipality's sewer system will be allowed only if there is available capacity in all of the downstream wastewater collection and treatment facilities of the Municipality and the Del-Hart Commission and such connection is permitted by all applicable inter-municipal agreement(s) under which the Municipality receives sanitary sewer treatment and/or transportation services.

(5) USE OF THE PUBLIC SEWER

- (a) NO CLEAR WATER DISCHARGES. No person shall discharge or cause to be discharged any unpolluted waters such as storm water, ground water, roof rain, subsurface, drainage or collecting water to any sanitary sewer.
- (b) COMPLIANCE WITH THE DEL-HART ORDINANCE. No person shall discharge wastes into a public sewer within the Municipality, except in accordance with the provisions of the Del-Hart Ordinance, as amended from time to time.
- (c) NO DISCHARGE TO VIOLATE GENERAL PERMIT FOR BYPASSING. No person shall discharge or cause to be discharged any waters, wastewaters or other substances of any kind or nature that will result in or otherwise cause a violation of any General Permit For Bypassing issued by the Wisconsin Department of Natural Resources and held by the Municipality.

(6) PUBLIC SEWER MAIN EXTENSIONS

- (a) APPLICATION AND APPROVAL. The extension of public sewer mains to serve new customers/users is subject to the prior review and approval of the Municipality and, if applicable, the Village of Hartland and any other governmental agency having appropriate jurisdiction thereof. Any person seeking to develop real property and requiring sewer service in connection with such development, shall make application to the Municipality for a public sewer main extension, if so required in order to serve such development. Such application shall be in writing and shall set forth the following

information:

- i. Name of development and the legal description of the property involved.
- ii. Plat map or certified survey map or other map showing street layout and lot sizes.
- iii. Zoning of the property.
- iv. Proposed plans and specifications for the sewers.
- v. Name and address of consulting engineer.
- vi. Number of housing units and/or other units to be constructed.
- vii. Such additional information as the Municipality may require.

(b) **CONDITIONS OF APPROVAL.** The Municipality, subject to its applicable intermunicipal agreements, shall have the discretion to approve or disapprove the requested public sewer main extensions. In granting such approval, the Municipality may condition its approval upon compliance with:

- i. Any applicable ordinances of the Municipality, the Village of Hartland, the Del-Hart Commission or Waukesha County.
- ii. Any applicable statute, rules, orders, or codes of the State of Wisconsin.
- iii. The preparation of plans and specifications for the sewer main extension, subject to the approval of the Municipality and its consulting engineer and the Village of Hartland with regard to the Foxwood Estates Subdivision.
- iv. The applicant making and installing the public sewer main extension at his/her/its sole cost and expense or otherwise providing a surety bond or other security to ensure that the main will be so constructed within a reasonable period of time.
- v. The dedication of such rights of way, easements and sewerage facilities as the Municipality, or the Village of Hartland with regard to the Foxwood Estates Subdivision, may reasonably require.
- vi. The payment of all costs and expenses incurred or to be incurred by the Municipality in connection with the review and approval of such sewer extension, including but not limited to engineers fees, attorneys fees, inspection fees and other similar costs and expenses and all costs and expenses charged to the Municipality by the Village of Hartland in connection with the review and approval of such sewer extension.
- vii. The payment of any applicable Connection Fees due or to become due pursuant to the inter-municipal agreement(s) concerning sanitary sewer treatment and/or transportation services.
- viii. Any restriction or condition set forth in any inter-municipal agreement(s) concerning sanitary sewer treatment and/or transportation service and/or any applicable ordinance of the Del-Hart Commission or the Village of Hartland, as amended from time to time.
- ix. Any other condition determined by the Municipality, or the Village of Hartland with regard to the Foxwood Estates Subdivision, to be fair and reasonable in order to protect the interest of the Municipality, or the Village of Hartland with regard to the Foxwood Estates Subdivision, in connection with the proposed development.

- (c) **CONTRACT FOR SEWER IMPROVEMENTS.** The Municipality may require the person filing an application pursuant to Section 6(a) hereof, to enter into a written development agreement with the Municipality, as a condition of the approval of the sewer main extension. Such agreement shall define the scope of the work, the obligations of the applicant to construct the sewer facilities, the requirement of security for performance of the applicant's obligations set forth therein, and such other matters as the Municipality may reasonably determine. The applicant shall reimburse the Municipality for all fees and costs as provided for in Section 3.08 of the Town ordinances.

(7) SEWER USER CHARGE SYSTEM

Sewer service charges, costs, and fees to each user shall be based on applicable inter-municipal agreement(s) concerning sanitary sewer treatment and/or transportation service and/or any applicable ordinance of the Del-Hart Commission or the Village of Hartland, as amended from time to time.

(8) CONTROL OF INDUSTRIAL WASTES

(a) GENERAL

- i. An "Industrial Discharge" or "Industrial Waste" shall have the same meaning as provided for in the Del-Hart Ordinance, as amended from time to time.
- ii. No person shall discharge or cause discharge of Industrial Waste into the public sewers of the Municipality.

(b) DISCHARGE OF HOLDING TANK WASTE

- i. **GENERAL.** For purposes of this Section, the terms "Holding Tank Waste" and "Licensed Disposer" shall have the same meaning as provided for in the Del-Hart Ordinance, as amended from time to time.
- ii. **PROHIBITION OF DISCHARGE INTO THE MUNICIPALITY'S PUBLIC SEWERS.** No person, including a Licensed Disposer, shall discharge any Holding Tank Waste, or any other similar waste, into any manhole or other opening in a public sewer owned or maintained by the Municipality. Instead, all such discharges of Holding Tank Wastes shall be made pursuant to the Del-Hart Ordinance, as amended from time to time.

(9) (Reserved).

(10) BILLING AND PAYMENT OF SEWER SERVICE CHARGES

- (a) **CALCULATION.** Sewer Service Charges that are to be assessed to users shall be computed by the Municipality according to the rates and methodology presented in Chapter VII of this Ordinance.
- (b) **BILLING.** Sewer Service Charges shall be billed to each user as provided for in the applicable inter-municipal agreement(s) concerning sanitary sewer treatment and/or transportation service and/or any applicable ordinance of the Del-Hart Commission or the Village of Hartland, as amended from time to time.
- (c) **PENALTY FOR DELINQUENT PAYMENTS.** A penalty equal to one and one-half (1.5%) percent per month of the delinquent amount shown on any bill for services, shall be added to all bills not paid by the date fixed therein for final payment. An additional penalty of ten (10%) shall be assessed and delinquent bills placed on the tax roll pursuant to the provisions set forth in Section 66.0809(3), Wis. Stats.
- (d) **REMEDIES FOR FAILURE TO MAKE PAYMENTS.** The Municipality may direct that unpaid

Sewer Service Charges, Connection Fees, or other charges due from any person or user, shall be collected and taxed and shall be a lien upon the property served in the manner provided for in Sections 66.0809 and 66.0821(4)(d), Stats., as amended from time to time, or the Municipality may utilize any other remedy available to it under Wisconsin law.

- (e) OBLIGATION FOR PAYMENT. The obligation for payment of Sewer Service Charges, Connection Fees or other charges due the Municipality shall be a joint and several obligation of the user and property owner, where the user and property owner are not the same person. To the end that there may be attempts at avoidance of payment of such charges and fees by non-property owner users, and to overcome the same, the Municipality, or if applicable the Village of Hartland, may send the bill for such a user, in care of the property owner.
- (f) REMEDIES CUMULATIVE. All remedies provided for in this Ordinance are distinct and cumulative to any other right or remedy under this Ordinance or any other Ordinance of the Municipality or afforded by law or equity; and maybe exercised by the Municipality concurrently, independently, or successively.

(11) CONNECTION FEES

For each connection of a Building Sewer to a public sewer, there shall be paid a Connection Fee as determined pursuant to the applicable intermunicipal agreement(s) concerning sanitary sewer treatment and/or transportation service and/or any applicable ordinance of the Del-Hart Commission or the Village of Hartland, as amended from time to time. The failure to pay any Connection Fee is a violation of this Ordinance; and this Municipality may pursue all rights and remedies provided for herein.

(12) VIOLATIONS, ABATEMENT PROCEDURES AND PENALTIES

- (a) VIOLATIONS CONSTITUTING PUBLIC NUISANCE. A violation (other than the failure to pay Sewer Service Charges or other fees or costs due under this Ordinance) of any provision of this Ordinance or any other rule or order of the Municipality is hereby declared to be a public nuisance.
- (b) DAMAGE TO MUNICIPALITY'S PROPERTY. No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure of equipment which is a part of the Municipality's or Village of Hartland's sewerage system. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct or criminal damage to property as the case may be.
- (c) ENFORCEMENT. The Municipality shall have the right to enforce the provisions of this Section and shall make periodic inspections and inspections upon complaint to insure that such provisions are not violated. No action shall be taken under this Section to abate a public nuisance unless the Municipality, and/or if applicable the Village of Hartland, shall have inspected or caused to be inspected the premises where the nuisance is alleged to exist and shall have satisfied itself that a nuisance does in fact exist.
- (d) OTHER METHODS NOT EXCLUDED. Nothing in this Ordinance shall be construed as prohibiting the abatement of public nuisances by the Municipality or its officials in accordance with the laws of the State of Wisconsin.
- (e) COURT ORDER. Except where otherwise permitted under applicable Wisconsin law, the Municipality shall not use force to obtain access to private property to abate a public nuisance, but shall request permission to enter upon private property if such premises are occupied, and, if such permission is denied, shall apply to any court having jurisdiction for an order assisting the abatement of public nuisance.

- (f) **COST OF ABATEMENT.** In addition to any other penalty imposed by this Chapter for the erection, contrivance, creation, continuance or maintenance of a public nuisance, the cost of abating a public nuisance by the Municipality shall be collected as a debt from the owner, occupant, or person causing, permitting, or maintaining the nuisance, and such cost shall be assessed against the real estate as a special charge. For purposes hereof, costs shall include but not be limited to actual attorneys' fees and court costs.
- (g) **CONTINUED VIOLATIONS.** Any person who shall continue any violation beyond the aforesaid notice time limit provided, shall be subject to penalties as provided in § 25.04 of this Code and shall be liable for any expense, loss or damage incurred by the Municipality, the Village of Hartland, the Del-Hart Commission, or others by reason of such violation, including any costs in connection with repairing damages to the wastewater facilities or any downstream user or facilities damaged as a result of a prohibited discharge or any violation of this section.
- (h) **ACCIDENTAL DISCHARGE.** Any person found to be responsible for accidentally allowing a deleterious discharge into the sewerage system which causes damage to the sewerage system and/or a receiving body of water(e.g., lake, river, stream, etc.) shall, in addition to a fine, pay the amount to cover all damages, both of which will be determined by the Municipality or other governmental authority having appropriate jurisdictions.
- (i) **ACCIDENTAL DISCHARGE REPORTING.** Any person responsible for an accidental discharge that may have a detrimental impact on the sewerage system, shall immediately report the nature and amount of the discharge to the Del-Hart Commission.
- (j) **LIABILITY FOR LOSSES.** Any person violating any provision of this Ordinance shall become liable to the Municipality for any expense, attorney's fees, costs, engineering fees, loss, or damage occasioned by reason of such violation which the Municipality may suffer as a result thereof. Without intent to limit the generality of the foregoing, the Municipality shall have the right of recovery from all such persons, any expense incurred by the Municipality for the repair or replacement of any part of the public sewerage system damaged in any manner by any person by the performance of any work under its control, or by any negligent acts.

(13) **SEPTIC SYSTEMS**

The maintenance and use of a septic tank or other private sewerage disposal system by any owner of land located within the Foxwood Estates Subdivision serviced by the Village of Hartland pursuant to the inter-municipal agreement between the Town and the Village of Hartland concerning sanitary sewer service for the Foxwood Estates Subdivision, is hereby declared to be a public nuisance and a health hazard. Such nuisance and hazard shall be abated; and damages and costs recovered therefor in accordance with Section 823.02 of the Wisconsin Statutes.

SECTION 2: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 3: This ordinance shall take effect and be in full force the day after its posting.

PASSED AND ADOPTED by the Town Board of the Town of Delafield, Waukesha County, Wisconsin this 13th day of October, 2020.

TOWN OF DELAFIELD

Ron Troy, Town Chairman

ATTEST:

Dan Green, Administrator/Clerk/Treasurer

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$10.00

Application Date: 09/28/2020

☒ Town ☐ Village ☐ City of Delafield

County of Waukesha

The named organization applies for: (check appropriate box(es).)

- ☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 11/14/2020 and ending 11/14/2020 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- ☐ Bona fide Club ☒ Church ☐ Lodge/Society
☐ Veteran's Organization ☐ Fair Association or Agricultural Society
☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name St. Anthony on the Lake School Committee

(b) Address W280N2101 Prospect Ave., Pewaukee, WI 53072
 (Street) ☒ Town ☐ Village ☐ City

(c) Date organized _____

(d) If corporation, give date of incorporation 06/19/1955

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President Archbishop Jerome Listecky

Vice President Rev. Anthony J. Zimmer

Secretary Cheryl Oliva

Treasurer Thomas Brandt

(g) Name and address of manager or person in charge of affair: Tracy Tarwacki; W280N2101 Prospect Ave., Pewaukee, WI 53072

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number W280N2101 Prospect Ave.

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? _____

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Parish Life Center

3. Name of Event

(a) List name of the event Mostaccioli Madness

(b) Dates of event 11/14/2020

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer

Rev. Anthony J. Zimmer
 (Signature / Date) 9/28/20

St. Anthony on the Lake

(Name of Organization)

Date Filed with Clerk

10/5/2020

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE VILLAGE OF PEWAUKEE, CITY OF THE PEWAUKEE
AND THE TOWN OF DELAFIELD REGARDING
THE PEWAUKEE LAKE WATER SAFETY PATROL UNIT**

AGREEMENT MADE this 6th day of November, 2015, by and between the Village of Pewaukee, a municipal corporation (Village), City of Pewaukee, a municipal corporation (City) and the Town of Delafield, a municipal corporation (Town) as riparian jurisdictions on Pewaukee Lake.

WHEREAS, Wisconsin Statute Sec. 30.79 provides for the creation of a water safety patrol unit within an existing law enforcement agency or by municipalities riparian to a single body of water for purposes of enforcing Wis. Stat. Sec. 30.50 to 30.80 and any ordinances enacted thereunder as well as to conduct search and rescue operations; and,

WHEREAS, on May 25, 2010 the Town, Village and City entered into a one year Intergovernmental Cooperation Agreement wherein the Village agreed to allow the Water Safety Patrol Unit to operate under the direction of the Village of Pewaukee Police Chief for the purposes of enforcing the aforementioned ordinances; and,

WHEREAS, the Town, Village and City entered an Intergovernmental Cooperation Agreement pursuant to Wis. Stats. Sec. 30.79, on or about April 1, 2011, which was amended January 22, 2013. The parties now intend to extend this Agreement as provided for hereunder; and; and

WHEREAS, the Town, Village and City are desirous of continuing the Water Safety Patrol Unit under the direction of the Village of Pewaukee Police Chief for the purposes of enforcing the aforementioned ordinances; and,

WHEREAS, the City Common Council has authorized the Mayor, the Town Board of Supervisors has authorized the Town Chairman and Village Board has authorized its President to enter into this Agreement pursuant to votes of their respective governing bodies at duly noticed meetings; and,

WHEREAS, Section 66.0301, Wis. Stats. authorizes municipal communities to contract with each other for the receipt and furnishing of services.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Water Safety Patrol Unit. This Agreement shall serve as the basis for the continuation of the Water Safety Patrol Unit, created pursuant to Wisconsin Statute Sec 30.79, under the joint jurisdiction of the Town, Village and City for the purposes of enforcing, among other laws, watercrafting, water safety, and winter lake regulations on Pewaukee Lake

B. Chief of Water Safety Patrol Unit. The Water Safety Patrol Unit shall be under the direction of the Village Police Chief who shall have full authority over the enforcement of the terms of the Pewaukee Lake summer and winter lake rules as jointly adopted by the contracting parties as well as other applicable statutes and ordinances as may be enacted or amended from time to time. All offenses cited by the water safety patrol of the joint Pewaukee Lake summer and winter lake rules shall be prosecuted in Village of Pewaukee Municipal Court or the Circuit Court for Waukesha

County, if applicable. Except as provided herein, the Chief shall have complete discretion over any and all Water Safety Patrol activities. However, the Chief's discretion shall be subject to oversight by the Mayor, Village President and Town Chairman, who, after consultation with the Chief of the Water Safety Patrol, the Village, City and Town Directors of Public Works, and the Lake Pewaukee Sanitary District Superintendent, may issue written direction to the Chief approved by a majority of these elected officials. The parties designate the Village of Pewaukee Police as the entity to resolve any and all matters pursuant to §62.13 Wisconsin Statutes.

C. Formula for Allocation of Expenses. The parties shall be responsible for the actual expenses associated with the administration and implementation of the Water Safety Patrol Unit on the following basis:

City of Pewaukee: 43% (forty-three percent)
 Town of Delafield: 43% (forty-three percent)
 Village of Pewaukee 14% (fourteen percent)

The aforementioned percentage allocation of expenses shall apply to all expenses including capital expenses. Capital expenses shall be expenses for the purchase of any equipment costing more than \$2,000. Approval of all communities shall be obtained before the purchase of capital equipment occurs. In the event that equipment is deemed unsafe and inoperable, service levels may be impacted until such time that new equipment is acquired.

Expenses and fees associated with the operations of the Water Safety Patrol Unit shall be segregated in a fund to be maintained by the Village. Invoices shall be distributed on a quarterly basis for the full budgeted amount due in accordance with the allocation formula stated above. Said invoices shall be paid within thirty (30) days of their receipt. Funds collected and remaining in excess of actual expenses at the end of the calendar year shall be placed in a segregated Capital Equipment Replacement Fund to be used toward the purchase of capital equipment. Said funds and accrued interest shall be credited to the respective communities based upon the aforementioned formula for allocation of expenses. Said funds may only be disbursed for approved capital equipment purchases or upon termination or the mutual agreement of all parties to this agreement.

D. Formula for Allocation of Revenues. Revenues (such as grants or reimbursement from other entities or citation revenue) collected by the Village and arising from the operations of the Water Safety Patrol Unit, as well as interest earned in the Capital Equipment Replacement fund shall be allocated on the following basis:

City of Pewaukee: 43% (forty-three percent)
 Town of Delafield: 43% (forty-three percent)
 Village of Pewaukee 14% (fourteen percent)

Revenues associated with the operations of the Water Safety Patrol Unit shall be segregated in a fund to be created by the Village. Such revenues, with the exception of Capital Equipment Replacement fund interest, shall be distributed to all communities on a quarterly basis in accordance with the allocation formula stated above. The Village is authorized to seek state aid on behalf of the Lake Patrol unit on behalf of the Water Safety Patrol Unit pursuant to Wis. Stat. Sec. 30.79.

E. Independent Contractor. For purposes of this agreement the Village, its officers, agents and employees, shall be considered an independent contractor and not an employee or agent of the City and/or the Town. The Village shall have complete control over its employees with respect to the timing, staffing and methods of performing its work under this agreement. Nothing contained in

this Agreement shall be construed as appointing such officers, agents or employees of the Village as officers, agents or employees of the City or Town.

F. Term of Agreement. The term of this Agreement shall commence April 1, 2016 and shall terminate March 31, 2021 unless terminated prior to that date pursuant to paragraph G below.

G. Termination of Agreement.

In the event that the Town of Delafield and City of Pewaukee provides a directive to the Village Chief of Police that is contrary to Village policy, Village ordinance, State law, or Federal law, the Village shall have the option to terminate this Agreement immediately with notice provided to the proper representatives stated in the following paragraph.

This Agreement may be terminated without cause by either party upon 90 days written notice to the other parties. All such notices shall be by certified mail or personally delivered as follows:

Village Clerk	City Clerk	Town Clerk
Village of Pewaukee	City of Pewaukee	Town of Delafield
235 Hickory Street	W240N3065 Pewaukee Rd.	N14W30782 Golf Road
Pewaukee, WI 53072	Pewaukee, WI 53072	Delafield, WI 53018

In the event any party issues a notice of termination, this agreement shall be terminated in its entirety and the parties shall have no further obligations to the each other under this agreement, except for sharing the cost of any unemployment benefits incurred by the Village for employees hired for services covered under this agreement, as well as any termination expenses that may be incurred by the Village. The payment of such expenses and benefits shall be allocated in accordance with Paragraph C above.

In the event the Agreement is terminated, the assets shall be sold and the proceeds, together with the remaining balance in the Capital Equipment Replacement Fund, shall be distributed based upon the formula for allocation of expenses and revenues stated above. If one of the parties of this agreement provide notice of termination, the remaining parties shall have the right to obtain an appraisal of the assets and buy the terminating party's share of the assets from them based upon the formula for allocation of expenses and revenues stated above.

H. Amendment. This Agreement may be amended at anytime in writing upon mutual agreement of the parties.

I. Insurance. The Village shall maintain liability insurance coverage and worker's compensation coverage with limits acceptable to the City and Town. The City and the Town shall be named as additional insured's with respect to the liability coverage. Such insurance shall provide coverage limits in the minimum amount of one million dollars per occurrence and five million dollars in the aggregate.

J. Indemnification. The Village agrees to indemnify, defend and save harmless, the City and the Town their officers, directors, employees and agents from and against any and all liabilities for personal injuries or property damage as a result of the performance of Lake Patrol services under this agreement not arising through the fault of the City or the Town, including but not limited to related expenses, defense costs and reasonable attorney's fees.

The City and Town shall name the Village as an additional insured on their policies of general liability coverage and shall individually indemnify the Village, its officers, employees, agents and

assigns and shall hold them harmless as and against any claims, demands actions or causes of action for personal injury or property damage as well as actual costs and reasonable attorney fees which the Village may incur as a result of providing Lake Patrol Services under the terms of this agreement which claims, demands, actions or causes of action, costs and/or fees arises from the negligence or intentional conduct of the City and/or the Town. The insurance shall provide coverage on an occurrence basis and shall be continuously in force and in effect during the term of this agreement. This insurance shall at all times be evidenced by delivery to the Village of a current certificate of insurance requiring thirty (30) days notice of cancellation or nonrenewal. Such insurance shall provide coverage limits in the minimum amount of one million dollars per occurrence and five million dollars in the aggregate.

Nothing contained within this agreement is intended to be a waiver or estoppel of the contracting municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

K. Water Safety Patrol Committee. The Town, Village and City shall each appoint one representative to a Water Safety Patrol Committee. The Committee shall act as a liaison to each respective government body, and shall, among other things, consult with the Village Police Chief regarding operations, assess asset and equipment needs, provide recommendations respecting capital purchases and formulate recommendations for consideration of the respective government bodies regarding the annual Water Safety Patrol budget. The Chief, in consultation with the Committee, shall propose a budget for each ensuing year for consideration by the Town, Village and City on or before September 1 of each year. A final budget shall be adopted by the Town Board, Village Board, and City Council, by separate action of each body, with identical budgets, no later than December 1 as part of the regular municipal budgeting process of each year, subject to the following. If the Village Board, Town Board and City Council do not adopt identical budgets for the upcoming year on or before December 1 of any year, the last budget approved by the Village Board, Town Board and City Council shall be adopted, or in lieu thereof shall be deemed to be adopted, by all parties for the next calendar year less any sum budgeted in such prior year for capital expenses.

L. Entire Agreement. This Agreement sets forth all the covenants, provisions, agreement, conditions and understandings between the parties and there are not covenants, promises, agreements, conditions or understandings either oral or written other than as are set forth herein.

M. Governing Law. This Agreement and all questions arising in connection herewith shall be governed by the laws of the State of Wisconsin.

N. Survivability. This Agreement shall be binding upon the parties thereto as well as their respective officers, employees, agents, successors and assigns. The indemnification and insurance responsibilities hereunder shall survive the termination of this Agreement.

O. Code of Conduct. The lake patrol shall be subject to the terms of the Village of Pewaukee Police Dept code of conduct and applicable rules and general orders of the department. The lake patrol shall further be subject to the Village of Pewaukee Police Commission for purposes of Wis. Stat. Sec. 62.13.

P. Lake Patrol Equipment. Attached hereto and marked exhibit "A" is the equipment which is currently owned jointly by the participating jurisdictions in the lake patrol which list may be supplemented from time to time with equipment purchased or otherwise acquired as provided for hereunder. The parties agree that said equipment shall be hereafter transferred to the custody of the Village of Pewaukee Police Department for use in the performance of the terms of this agreement. The Village of Pewaukee Police Department shall maintain and insure said equipment; however, in the event that replacement or upgrades in said equipment are deemed necessary by the Chief of the lake patrol the Village of Pewaukee may take steps to liquidate existing equipment that has reached the end of its useful life and to apply the proceeds if any to the purchase of new replacement equipment, recognizing that the purchase of capital equipment requires approval of the Village, Town and City in accord with the provisions of Paragraph "C" above. The cost of any new equipment shall be shared in accordance with the formula provided for hereunder.

Q. Miscellaneous. The parties agree that this Agreement is the product of a unique set of circumstances and that it shall not be considered as precedent for any future agreement between the parties.

R. Restated Agreement. Upon full execution and taking effect of this Agreement as provided in Paragraph "F" above, the Intergovernmental Cooperation Agreement entered on or about December 20, 2010, with a commencement date of April 1, 2011, and which was further amended by a successor Agreement with a commencement date of December 1, 2012 is terminated and replaced by this Agreement.

APPROVAL OF AGREEMENT

Village of Pewaukee

Approved by the Village Board of the Village of Pewaukee on this 15th day of September, 2015.

Village of Pewaukee
A Municipal Corporation

BY: 

Village President

ATTEST:

BY: 

Village Clerk/Treasurer

City of Pewaukee

Approved by the City Council of the City of Pewaukee on this 6th day of November, 2015.

City of Pewaukee
A Municipal Corporation

BY: 

Mayor

ATTEST:

BY: 

City Clerk/Treasurer

Town of Delafield

Approved by the Town Board of the Town of Delafield on this 22nd day of September, 2015.

Town of Delafield
A Municipal Corporation

BY: 

Chairman

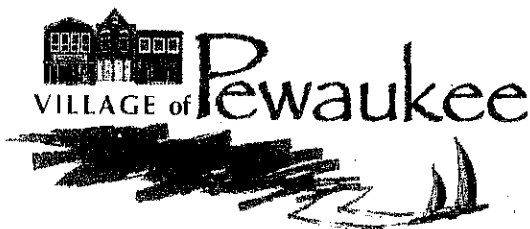
ATTEST:

BY: 

Town Clerk



TIMOTHY OTTO
CHIEF OF POLICE



POLICE DEPARTMENT
235 Hickory Street
Pewaukee, WI 53072
Telephone 262-691-5678
Fax 262-691-5675

CONTRACT EXHIBIT A

Pewaukee Lake Patrol Inventory

BOATS:

2000 20' Cobia, 150hp Yamaha four stroke motor with galvanized Magic-trailer

2009 18' Mercury "Rib " style boat, w/ 2011, 115hp Mercury four stroke motor with galvanized Load-rite trailer

ALL TERRAIN VEHICLES:

2002 Suzuki Vinson (yellow) 500cc w/cargo box

Contents: Fire extinguisher, tow strap, flares, blanket, medical kit, throw rope w/bumper

2005 Honda Rancher (green) 400cc w/cargo box

Contents: fire extinguisher, throw rope w/bumper, flares, medical kit

ELECTRONICS:

- 4- Motorola APX700 w/ shoulder microphones
- 8- Motorola APX700 batteries
- 2- Cobra marine radios (hand held)
- 1- Lowerance GPS
- 1- Sound meter
- 3- Alco Sensor portable breath testers
- 2- Hummingbird depth finders
- 1- Nikon range finder
- 1- Night Vision binoculars
- 1- Falcon marine radar (non-operable)
- 2- Streamlight Way-Point spotlights
- 2- Streamlight SL20 flashlights
- 2- Samsung cell phones
- 1-Custom II radar unit
- 1-Dell Optiplex GX280 Widows XP desktop (not in use)

UNIFORMS:

- 20- Blue polo shirts
- 10- Pants
- 15- Shorts
- 10- Badges
- 10- Ball caps
- 10- Winter coats w/fleece liner
- 4- Bib style snow pants w/matching coats
- 10- Helmets
- 5- Pair winter gloves

PERSONAL FLOTATION DEVICES:

- 16- Type V
- 5- Type IV throw-able
- 10- Type II adult universal
- 3- Type III adult universal
- 3- Type II adult super large
- 4- Child Type II
- 3- Youth Type II
- 2- Child Type III
- 6- Float coats
- 2- Throw rings w/rope

MISCELLANEOUS:

- 2- Paddles
- 2- Ladders
- 4- Bow lines
- 11- Bumpers
- 4- Medical kits
- 3- Pike poles
- 5- Fire extinguishers
- 3- Anchors
- 7- Handheld ice picks
- 11- Slow No Wake signs
- 200- Buoys
- 10- OC spray cans w/nylon holders
- 2- Binoculars

May 13, 2015

**EXTENSION OF TERM OF
INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE VILLAGE OF PEWAUKEE, CITY OF PEWAUKEE
AND THE TOWN OF DELAFIELD REGARDING THE
PEWAUKEE LAKE WATER SAFETY PATROL UNIT**

This Extension Agreement is made and entered into the ____ day of _____, 2020, by and between the Village of Pewaukee, Wisconsin, a municipal corporation (hereinafter referred to as the "Village"), the City of Pewaukee, Wisconsin, a municipal corporation (hereinafter referred to as the "City") and the Town of Delafield, Wisconsin, a municipal corporation (hereinafter referred to as the "Town"), as riparian jurisdictions on Pewaukee Lake.

WHEREAS, the Village, City and Town entered into a Intergovernmental Cooperation Agreement regarding the Pewaukee Lake Water Safety Patrol on April 1, 2016, (hereinafter referred to as the "Agreement").

WHEREAS, the Agreement is scheduled to terminate on March 31, 2021; and

WHEREAS, the Village, City and Town are desirous of extending the term of the current Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

Paragraph F of the Agreement is hereby amended to provide that the Agreement shall hereby be extended, commencing April 1, 2021 and continuing until March 31, 2026, unless otherwise terminated prior to that date, pursuant to the terms of the Agreement.

All other terms and conditions of the Agreement shall remain in full force and effect. This Extension Agreement shall be effective as of the date first above written.

APPROVAL OF AGREEMENT

Village of Pewaukee

Approved by the Village Board of the Village of Pewaukee on the ____ day of _____, 2020.

VILLAGE OF PEWAUKEE

By: _____
Jeffrey Knutson, President

ATTEST:

By: _____
Cassie Smith, Clerk/Treasurer

City of Pewaukee

Approved by the City Council of the City of Pewaukee on the _____ day of _____, 2020.

CITY OF PEWAUKEE

By: _____
Steve Bierce, Mayor

ATTEST:

By: _____
Kelly Tarczewski, Clerk/Treasurer

Town of Delafield

Approved by the Town Board of the Village of Pewaukee on the _____ day of _____, 2020.

TOWN OF DELAFIELD

By: _____
Ron Troy, Chairman of the Board

ATTEST:

By: _____
Dan Green, Clerk/Treasurer

9/24/2020

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Budget Comparison - Detail

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ACCT

Fund: 950 - LAKE PATROL FUND

Account Number		2020 September	2020 Actual 09/24/2020	2020 Budget	Budget Status	% of Budget
950-00-43521-000-000	STATE GRANTS/POLICE TRAINING	0.00	0.00	0.00	0.00	0.00
REVENUES		0.00	0.00	0.00	0.00	0.00
950-00-46710-000-000	FINES/CITATIONS	0.00	0.00	0.00	0.00	0.00
PUBLIC CHARGES FOR SERVICES		0.00	0.00	0.00	0.00	0.00
950-00-48110-000-000	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00
950-00-48309-000-000	SALE OF EQUIP/PROPERTY	0.00	0.00	0.00	0.00	0.00
950-00-48500-000-100	DONATIONS/MISC REVENUES	0.00	39.14	0.00	39.14	0.00
950-00-48500-000-200	DESIGNATED GRANTS	0.00	3,400.00	0.00	3,400.00	0.00
OTHER REVENUE		0.00	3,439.14	0.00	3,439.14	0.00
950-00-49000-000-000	LAKE PATROL CITY OF PEWAUKEE PAYMENTS	0.00	18,835.62	0.00	18,835.62	0.00
950-00-49001-000-000	TOWN OF DELAFIELD PAYMENTS	0.00	18,835.62	0.00	18,835.62	0.00
950-00-49002-000-000	VILLAGE OF PEWAUKEE PAYMENTS	0.00	4,088.36	0.00	4,088.36	0.00
950-00-49200-000-000	TRANSFER IN FROM MUNICIPALITY	0.00	0.00	0.00	0.00	0.00
OTHER REVENUE SOURCES		0.00	41,759.60	0.00	41,759.60	0.00
Total Revenues		0.00	45,198.74	0.00	45,198.74	0.00

9/24/2020

2:22 PM

Budget Comparison - Detail

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ACCT

Fund: 950 - LAKE PATROL FUND

Account Number	2020 September	2020 Actual 09/24/2020	2020 Budget	Budget Status	% of Budget
950-00-51938-000-000 INSURANCE EXPENSE INCLUDES WORKER'S COMP	389.13	1,579.21	3,600.00	2,020.79	43.87
950-00-51940-000-000 DISABILITY/UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00
GENERAL GOVERNMENT EXPENSE	389.13	1,579.21	3,600.00	2,020.79	43.87
950-00-52000-000-000 ADMINISTRATION EXPENSE	0.00	95.00	2,500.00	2,405.00	3.80
950-00-52100-000-110 LAKE PATROL SALARIES/WAGES	3,365.00	23,963.03	38,205.00	14,241.97	62.72
950-00-52100-000-130 LAKE PATROL FRINGE BENEFITS	257.42	1,833.12	4,600.00	2,766.88	39.85
950-00-52100-000-140 LAKE PATROL OFFICE SUPPLIES INCLUDES COPY COSTS	0.00	199.74	500.00	300.26	39.95
950-00-52100-000-145 LAKE PATROL TRAINING	0.00	193.15	1,500.00	1,306.85	12.88
950-00-52100-000-300 EQUIPMENT AND MAINTENANCE	0.00	1,130.24	2,700.00	1,569.76	41.86
950-00-52100-000-310 VEHICLE MAINTENANCE	0.00	767.10	4,200.00	3,432.90	18.26
950-00-52100-000-400 LEGAL COUNSEL EXPENSE	0.00	0.00	0.00	0.00	0.00
950-00-52100-000-410 LAKE PATROL UNIFORM EXP	0.00	322.00	600.00	278.00	53.67
950-00-52100-000-500 GRANT/DONATION FUNDED EXPENSE	0.00	0.00	0.00	0.00	0.00
950-00-52100-000-600 REVENUE DISTRIBUTION EXPENSE INCLUDES DNR GRANT MONEY PASS THRU A/C-BAL=FINES/TR A/C	0.00	0.00	0.00	0.00	0.00
PUBLIC SAFETY	3,622.42	28,503.38	54,805.00	26,301.62	52.01
950-00-57610-000-000 LAKE PATROL OUTLAY	0.00	6,800.00	0.00	-6,800.00	0.00
CAPITAL OUTLAY	0.00	6,800.00	0.00	-6,800.00	0.00
Total Expenses	4,011.55	36,882.59	58,405.00	21,522.41	63.15
Net Totals	-4,011.55	8,316.15	-58,405.00	-66,721.15	-14.24

LAKE PATROL FUND - 950

Department	Current Budget Year				
	2019 Actual	2020 Adopted Budget	8/25/2020 Actual	2020 Year-End Estimate	2021 DRAFT Budget
REVENUES	\$ -	\$ -	\$ -	\$ -	\$ -
PUBLIC CHARGES FOR SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER REVENUE	\$ 29,605.00	\$ -	\$ 3,439.14	\$ 3,439.14	\$ -
OTHER REVENUE SOURCES	\$ 58,405.00	\$ 58,405.00	\$ 41,759.60	\$ 58,405.00	\$ 119,360.00
TOTAL REVENUE	\$ 88,010.00	\$ 58,405.00	\$ 108,332.54	\$ 61,844.14	\$ 119,360.00
					\$ 60,955.00

Department	Current Budget Year				
	2019 Actual	2020 Adopted Budget	8/25/2020 Actual	2020 Year-End Estimate	2021 DRAFT Budget
GENERAL GOVERNMENT EXPENSE	\$ 1,662.23	\$ 3,600.00	\$ 1,190.08	\$ 3,600.00	\$ 3,600.00
PUBLIC SAFETY	\$ 65,318.29	\$ 54,805.00	\$ 24,538.82	\$ 54,805.00	\$ 55,760.00
CAPITAL OUTLAY	\$ 6,614.00	\$ -	\$ 6,800.00	\$ 6,800.00	\$ 60,000.00
TOTAL EXPENSES	\$ 73,594.52	\$ 58,405.00	\$ 32,528.90	\$ 65,205.00	\$ 119,360.00
					\$ (60,955.00)
Net Totals	\$ 14,415.48	\$ -	\$ (17,133.76)	\$ (3,360.86)	\$ -

Schedule of Revenues - LAKE PATROL FUND

Account Number		Account Title	Current Budget Year					\$ change 2021 over 2012 app
			2019 Actual	2020 Adopted Budget	8/25/2020 Actual	2020 Year-End Estimate	2021 DRAFT Budget	
REVENUES								
950-00-43521-000-000		STATE GRANTS/POLICE TRAINING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		REVENUES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PUBLIC CHARGES FOR SERVICES								
950-00-46710-000-000		FINES/CITATIONS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		PUBLIC CHARGES FOR SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER REVENUE								
950-00-48110-000-000		INTEREST INCOME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
950-00-48309-000-000		SALE OF PROPERTY/EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
950-00-48500-000-100		DONATIONS/MISC REVENUES	\$ -	\$ -	39.14	39.14	\$ -	\$ -
950-00-48500-000-200		DESIGNATED GRANTS	\$ 29,605.00	\$ -	\$ 3,400.00	\$ 3,400.00	\$ -	\$ -
		OTHER REVENUE	\$ 29,605.00	\$ -	\$ 3,439.14	\$ 3,439.14	\$ -	\$ -
OTHER REVENUE SOURCES								
950-00-49000-000-000		CITY OF PEWAUKEE PAYMENTS	\$ 25,114.15	\$ 25,114.15	\$ 18,835.62	\$ 25,114.15	\$ 25,525.00	\$ 410.85
950-00-49001-000-000		TOWN OF DELAFIELD PAYMENTS	\$ 25,114.15	\$ 25,114.15	\$ 18,835.62	\$ 25,114.15	\$ 25,525.00	\$ 410.85
950-00-49002-000-000		VILLAGE OF PEWAUKEE PAYMENTS	\$ 8,176.70	\$ 8,176.70	\$ 4,088.36	\$ 8,176.70	\$ 8,310.00	\$ 133.30
950-00-49200-000-000		TRANSFER IN FROM MUNICIPALITY	\$ -	\$ -	\$ -	\$ -	\$ 60,000.00	\$ 60,000.00
		OTHER REVENUE SOURCES	\$ 58,405.00	\$ 58,405.00	\$ 41,759.60	\$ 58,405.00	\$ 119,360.00	\$ (60,955.00)
TOTAL REVENUE								
			\$ 88,010.00	\$ 58,405.00	\$ 37,671.24	\$ 61,844.14	\$ 119,360.00	\$ (60,955.00)

** 950-00-49200-000-000 - \$60,000 is use of Fund Balance for purchase of new boat

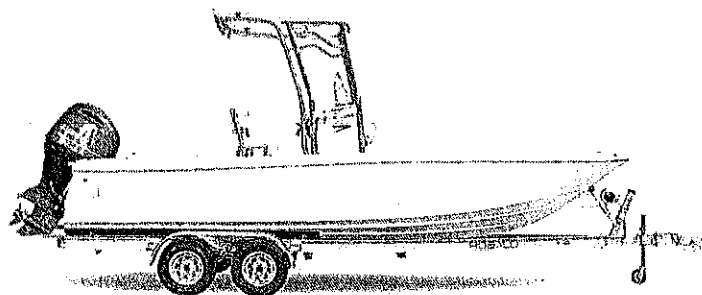
Schedule of Expenses - LAKE PATROL FUND

Current Budget Year

Account Number	Account Title	2019 Actual	2020 Adopted Budget	8/25/20 Actual	2020 Year-End Estimate	2021 DRAFT Budget	\$ change 2021 over 2012 app
GENERAL GOVERNMENT EXPENSE							
950-00-51938-000-000	INSURANCE EXPENSE	\$ 1,662.23	\$ 3,600.00	\$ 1,190.08	\$ 3,600.00	\$ 3,600.00	\$ -
950-00-51940-000-000	DISABILITY/UNEMPLOYMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GENERAL GOVERNMENT EXPENSE		\$ 1,662.23	\$ 3,600.00	\$ 1,190.08	\$ 3,600.00	\$ 3,600.00	\$ -
PUBLIC SAFETY							
950-00-52000-000-000	ADMINISTRATION EXPENSE	\$ 633.00	\$ 2,500.00	\$ 95.00	\$ 2,500.00	\$ 2,500.00	\$ -
950-00-52100-000-110	LAKE PATROL SALARIES/WAGES	\$ 26,886.88	\$ 38,205.00	\$ 20,598.03	\$ 38,205.00	\$ 39,160.00	\$ 955.00
950-00-52100-000-130	LAKE PATROL FRINGE BENEFITS	\$ 2,056.69	\$ 4,600.00	\$ 1,575.70	\$ 4,600.00	\$ 4,600.00	\$ -
950-00-52100-000-140	LAKE PATROL OFFICE SUPPLIES	\$ 83.49	\$ 500.00	\$ 199.74	\$ 500.00	\$ 500.00	\$ -
950-00-52100-000-145	LAKE PATROL TRAINING	\$ 235.91	\$ 1,500.00	\$ 193.15	\$ 1,500.00	\$ 1,500.00	\$ -
950-00-52100-000-300	EQUIPMENT AND MAINTENANCE	\$ 2,080.34	\$ 2,700.00	\$ 1,130.24	\$ 2,700.00	\$ 2,700.00	\$ -
950-00-52100-000-310	VEHICLE MAINTENANCE	\$ 4,677.64	\$ 4,200.00	\$ 424.96	\$ 4,200.00	\$ 4,200.00	\$ -
950-00-52100-000-400	LEGAL COUNSEL EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
950-00-52100-000-400	LAKE PATROL UNIFORM EXPENSE	\$ 47.34	\$ 600.00	\$ 322.00	\$ 600.00	\$ 600.00	\$ -
950-00-52100-000-500	GRNAT/DONATION FUNDED EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
950-00-52100-000-600	REVENUE DISTRIBUTION EXPENSE	\$ 28,617.00	\$ -	\$ -	\$ -	\$ -	\$ -
PUBLIC SAFETY		\$ 65,318.29	\$ 54,805.00	\$ 24,538.82	\$ 54,805.00	\$ 55,760.00	\$ 955.00
CAPITAL OUTLAY							
950-00-57610-000-000	LAKE PATROL OUTLAY	\$ 6,614.00	\$ -	\$ 6,800.00	\$ 6,800.00	\$ 60,000.00	\$ 60,000.00
CAPITAL OUTLAY		\$ 6,614.00	\$ -	\$ 6,800.00	\$ 6,800.00	\$ 60,000.00	\$ 53,386.00
TOTAL EXPENSES							
		\$ 73,594.52	\$ 58,405.00	\$ 32,528.90	\$ 65,205.00	\$ 119,360.00	\$ 60,955.00

YOUR
226 CAYMAN
2021 MODEL YEAR

PRICE AS BUILT
\$59,412
NAP*



~~12,114~~
~~47,298~~
62,076
12,114
~~49,962~~

Riverside
Marine

Racine

UNIQUE KEY FEATURES

- 2 Passenger Flip-Up Transom Seat w/ High Backrest
- 3 Oversized Insulated Livewells w/ Blue LED Lights (1 Bait Divider)
- 5 Gallon Bucket with Dedicated Storage
- 5-Year Premier Level Limited Component Warranty
- 6 Stainless Steel Cupholders
- Aluminum Tandem Axle Trailer with Brakes and LED Lights
- Blue LED Courtesy Lights
- Cockpit Bolster Padding
- Digital Gauges
- Extended V-Plane Hull Design
- Hydraulic Steering
- Integrated Console Footrest w/ Glovebox Storage
- Leaning Post with Backrest and Removable Cooler
- Limited Lifetime Hull Warranty
- Lockable Bow Rod Storage
- NMMA Certified
- Poured Composite Transom
- Premium Friction Hinges
- Prewiring for Trolling Motor and Plug
- Raw Water Washdown
- Recessed Bow Deck with Bow Cushions and Bolster Padding
- Self Bailing Cockpit
- Starboard Side Swim Platform with Recessed Swim Ladder
- Walk-In Head/Storage Compartment w/ Light

YOUR SELECTIONS

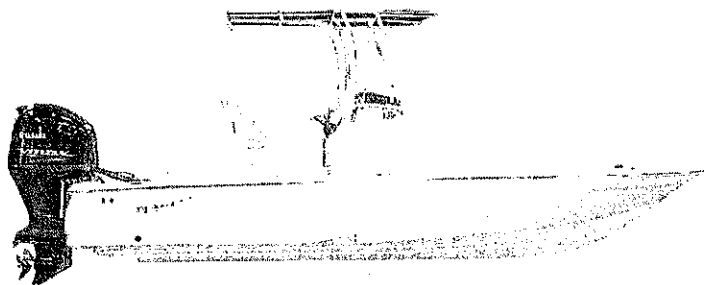
White Hull White Hull	Included
Mercury Four Stroke 200XL 200 HP 25" Mechanical SC1000 Tach/Speed	\$50,377
Round Gauges	
Cockpit Interior - Alloy Gray	Included
Canvas Color - Black (If Equipped) Select canvas type from	Included
Canvas/Tops/Towers section.	
Canvas Accessories Color - Black (If Equipped)	Included
Hard Top Complete (Anodized Aluminum)	\$5,860
Dual Battery Setup with Crossover Switch	\$320
Leaning Post with Backrest, Rod Holders, Dual Flip Up Bolster and	\$1,310
Cooler - Anodized	
Custom Anchor	\$110
Ski Tow - Brushed Anodized Aluminum	\$540
5 Year Premier Level Limited Component Warranty	Included
Prep Fee	\$695
Standard Trailer Aluminum Trailer	Included

AUTHORIZED ROBALO SALES PARTNER

RACINE RIVERSIDE MARINE, INC.
950 Erie Street, Racine WI, 53402
www.racineriverside.com

262-636-8020

*Pictures shown are for reference only and may not match options selected. Manufacturer and the participating dealer assume no responsibility for the accuracy of the above data. Please refer to the 2020 website for a complete list of standard equipment and features for this boat. Prices and standard equipment are subject to change without notice.



\$56,233
STAR PRICE

\$70,630
MSRP

CLEAR SELECTIONS

Motor Package

- ⊗ Yamaha F200XB
- ⊗ Stainless Steel - 14 1/4 X 17 Reliance SST (F150 and F200 Yamaha) Heavy Load

Hull & T-Top Colors

- ⊗ Aluminum Frame T-Top w/Black Canvas Top

Options

- ⊗ Head Console
- ⊗ Blue LED Courtesy Light Kit
- ⊗ Acrylic Swim Platform w/ Ladder
- ⊗ Anti-Fatigue Helm Mat
- ⊗ Deluxe Low Pro Leaning Post w/ Flip-Up Bolster (Exchange)

Image shown with optional T-top, Head Console, and V MAX Motor

STAR Pricing does not include freight, prep.



Thank You!

Thank you for your interest in NauticStar Boats. Your design looks terrific! When you click Get a Quote, we will collect a little information and forward your design to your authorized NauticStar Dealer to provide you with a quote. In order to print, you will have to fill out a short form too. Then a PDF will be created for you to print and save to your computer.

GET A QUOTE

DOWNLOAD / PRINT

Back

Center Point
Pewaukee

PURCHASE AGREEMENT

Seller agrees to sell to Purchaser, and Purchaser agrees to purchase, the Vessel described below subject to the terms and conditions stated on all pages herein and schedules ("Schedules") as set forth below (collectively, the "Agreement"). The undersigned Purchaser agrees that he/she has read and understands the terms, conditions, and limitations of liability as set forth on the attached Schedules. This Agreement is not binding on Seller unless signed by a duly authorized representative of Seller and the Initial Deposit 1 clears Seller's bank account.

Purchaser Information			
Purchaser(s): Village Of Pewaukee Attn: Lucas Twelmeyer			Contract Date: Aug 15, 2020
Address: 235 Hickory Street		Home Phone:	Work Phone:
City, State, Postal Code: Pewaukee WI 53072		Email: ltwelmeyer@villageofpewaukee.com	
Mobile Phone: 262 613-5765			

Vessel Information					
Boat Information		Engine Information		Serial # / (Model if Outboard)	
Make: NauticStar	Length: 23ft 4in	Engine Make: Yamaha	PORT #: Model:	Trailer Make: E-Z Loader	
Model: 231 Hybrid	Stock #: Order	Engine Model: F200XB	STBD #: Model:	Model: Tandem Bunk W/BRKS	
Year: 2021	Condition: New	# of Engines: 1	CNTR-L #: Model:	Year: 2021	
Hull Identification: Order		HP (single): 200	HP (combined): 200	CNTR-R #: Model:	VIN / Serial #: Order

Notes / Comments
Priority Pewaukee Motor Service During Motor Warranty.
All White Boat,
Tax Exempt.
We Suggest Adding A Ski Tow Bar For Towing Boats
Off Water. (\$727).
Star Pricing, All Discounts Applied.
Trade In Motor Must Check Out And Be Sellable.

Transaction Information

BASE RETAIL PRICE:	\$73,061.00 USD
MANUFACTURER OPTIONS:	
DEALER OPTIONS:	\$5,450.00 USD
TRAILER:	
RIG / PREP / FREIGHT:	\$2,560.00 USD
TOTAL RETAIL PRICE:	\$81,071.00 USD
DISCOUNT / PROMOTIONS:	\$14,350.00 USD
SALES PRICE:	\$66,721.00 USD
PRODUCT PROTECTION:	
ADM:	\$90.00 USD
TOTAL PURCHASE PRICE:	\$66,811.00 USD
LESS TRADE-IN ALLOWANCE:	\$(12,000.00) USD
NET PURCHASE PRICE:	\$54,811.00 USD
STATE SALES TAX (%):	
OTHER TAX:	
TITLE / REGISTRATION FEE:	
DOCUMENTATION FEE:	
DEALER / PROCESSING FEE:	
SUB-TOTAL:	\$54,811.00 USD
INITIAL DEPOSIT(S):	
PLUS BALANCE DUE ON TRADE:	
APPROVED FINANCE AMOUNT:	
BALANCE DUE AT DELIVERY:	\$54,811.00 USD

Trade-In Information (subject to Schedule A Terms and Conditions)

Year: 2009	Make: Brunswick	Model: Vanquard 570/TRL
Hull ID / VIN:		Engine: Mercury 115 4 stroke
Other:		

Trade-In Allowance: \$(12,000.00) USD	Balance Due on Trade:	Trade Equity: \$12,000.00 USD
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Sales / Delivery Information

Seller: CenterPointe Boat Services	Sales Agent: Alan Craig	Cooperating Agent (if any):
Delivery Location:		Estimated Delivery Date:

Deposit(s)

Deposit 1 Amount:	Deposit 2 Amount:	Deposit 3 Amount:	Deposit 4 Amount:
Date Received:	Date Received:	Date Received:	Date Received:

Financing (subject to Schedule A Terms and Conditions)

Subject to Financing: Yes <input type="checkbox"/> No <input type="checkbox"/>	Accept/Reject Date:	Finance Company:
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Schedules: (A) Terms and Conditions; (B) Dealer & Manufacturer Options

Authorized Officer of Seller

Purchaser Signature

Co-Purchaser Signature

Date

Village Of Pewaukee Attn: Lucas Twelmeyer

Date

Date

Capitol Outlay

12000

Scan to
learn more!**2021 214 CC**

w/Mercury® FourStroke 200 XL FourStroke

Standard Features

- Backed by MAKO® Assurance 5+Life—the best factory warranty in saltwater boats
- Legendary dry-riding MAKO® hull w/aggressive deep V design
- Recessed electric, Auto Glide trim tabs
- Hull/deck joint chemically sealed & bonded 360° & mechanically fastened every 6" (15.24 cm) w/316 stainless steel fasteners
- 360° coaming bolsters
- Center console w/Mercury® SmartCraft® digital gauges, extra-large electronics mounting surface, stainless steel grab rail, acrylic windscreen, battery storage & integrated full-width footrest
- FUSION stereo w/4 speakers
- Port & starboard forward seats w/cushions & removable backrests & 108-qt. (102.21 L) insulated storage below w/gravity overboard drainage
- 210-qt. (198.73 L) in-deck storage w/recess for 5-gal. (18.93 L) bucket
- Anodized aluminum leaning post w/flip-up cushion, rod holders & storage
- Removable forward-console seat w/72-qt. (68.14 L) insulated, drained cooler
- Port & starboard under-gunnel rod racks for 6 rods to 7' (2.13 m) long & 2 gunnel-mounted rod holders
- Aft stern seating w/folding center backrest
- Self-bailing cockpit w/non-skid deck surface
- Low profile brushed anodized aluminum bow rails
- Swim platform w/3-step stainless steel ladder
- 2 cockpit courtesy lights, 1 head light & interior courtesy lights
- Anchor locker & foredeck dodger mounting boss

Specifications

Length	21' 5"
Max. Recommended HP	250 HP
Fuel Capacity	91 gal.
Beam	8' 6"
Average package weight	4535 lbs.
Max. Person Capacity	10 persons

No Haggale No Hassle National Pricew/Mercury® FourStroke 200 XL FourStroke **\$55,935 USD****Options and Upgrades**

Tilt hydraulic steering	+\$215
Head port light	+\$215
Aft spreader lights	+\$200
Anodized aluminum toe rails	+\$315
Glass windshield w/powder-coat frame	+\$915
Tandem-axle EZ Loader® aluminum trailer w/tandem-axle disc brakes	+\$4,350
INSTALL SKI TOW BAR	+\$725
TRADE VALUE	-\$12,000
Dealer Prep	+\$495
Destination Charges	+\$2,600

Value Price As Shown

\$53,965

USD

Local taxes, title, documentation and registration are in addition to price shown.
Applicable tariffs may affect final price.

**FREE OWNER'S
DISCOUNT CARD!***with new boat purchase*

See a sales consultant for full details.