



A PERFECT ENVIRONMENT

Residential Recreational Responsible

Chair
Edward Kranick
Supervisors
Steve Michels
Joe Woelfle
Magalie Miller
Terri Mahoney-Ogden
Administrator
Dan Green

TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING TUESDAY, OCTOBER 10, 2023

6:30 PM

DELAFIELD TOWN HALL – W302 N1254 MAPLE AVENUE, DELAFIELD, WI AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Citizen Comments: Public comments from citizens regarding items on, or not on the agenda. The Board may not engage in a discussion with the citizen making the comments. Individual presentations are limited to three minutes and citizens shall follow the rules set forth in Section 2.04(1)(d) of the Town Code.
5. Approval of Minutes:
 - a. September 26, 2023, Town Board Minutes
6. Action on vouchers submitted for payment:
 - a. Report on budget sub-accounts and action to amend the 2023 budget
 - b. 1) Accounts payable; 2) Payroll
7. Communications (for discussion and possible action):
 - a. Communications Update
8. Unfinished Business:
 - a. Discussion and possible action on the 2024 Lake Country Fire and Rescue Operating Budget.
 - b. Discussion and possible action on a Liquor License Agreement with the City of Delafield Brunch, LLC. (tabled 9/12/2023)
9. New Business
 - a. Discussion and possible action on the adoption of a Resolution of Inclusion Under the Wisconsin Retirement System, to approve the participation in the Wisconsin Retirement System, effective January 1, 2024.
 - b. Discussion and possible action on a letter of credit reduction for The Retreat.
 - c. Discussion and possible action on the request from Tom Beaudry, 229 Lynndale Road, LLC, to re-approve a Certified Survey Map to split land at N47W28229 Lynndale Road into two parcels.
10. Closed Session
 - a. The basis for the items to be discussed in Closed Session are as enumerated in Section 19.85(1)(e) of the Wisconsin State Statutes. (e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, more specifically, the City of Delafield IMA Amendment to Lake Country Fire.
 - i. Motion to enter closed session (roll call vote)
 - ii. Motion to reconvene from closed session (roll call vote)
 - iii. Discussion and possible action regarding items discussed in closed session.
11. Announcements and Planning items
 - a. Town Board – Tuesday, October 24, 2023 @ 6:30 PM
 - b. Halloween Trick or Treat – Tuesday, October 31, 2023 – 4 PM to 7 PM
 - c. Plan Commission – Tuesday, November 7, 2023 – 6:30 PM
12. Adjournment

Daniel Green

Dan Green
Town of Delafield Administrator/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 26, 2023 @ 6:30 PM

Video Link: <https://www.youtube.com/watch?v=Ukhp1DPUT3s>

First order of business: Call to Order

Chairperson Kranick called the meeting to order at 6:30 p.m.

Second order of business: Pledge of Allegiance

Third order of business: Roll Call

Present: Supervisor Mahoney-Ogden, Supervisor Miller, Supervisor Woelfle, Supervisor Michels, and Chairperson Kranick. Also present was Administrator Dan Green.

Fourth order of business: Citizen Comments: None

Fifth order of business:

- a. Approval of the September 12, 2023, Town Board Minutes

Motion by Supervisor Woelfle to approve the September 12, 2023, minutes. Seconded by Supervisor Michels. Motion passed 5-0.

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

- a. Report on budget sub-accounts and action to amend 2023 budget.
- b. 1) Accounts payable; 2) Payroll

Motion by Supervisor Michels to payment of checks #67028-#67029 and checks #67032-#67056 in the amount of \$49,950.81, and payrolls dated September 29, 2023, in the amount of \$15,267.80. Seconded by Supervisor Woelfle. Motion passed 5-0.

Seventh order of Business: Communications

- a. Friends of Lapham Peak is looking for \$2,500 in donations toward the cost to install pedestrian flashing signs on HWY C near Lapham Peak.

Eighth order of Business: Unfinished Business:

- a. Discussion and possible action on the 2024 Lake Country Fire and Rescue Operating Budget.
- b. Discussion and possible action on a Liquor License Agreement with the City of Delafield Brunch, LLC. (tabled 9/12/2023)

Ninth order of Business: New Business:

- a. Discussion and possible action on a Temporary Class B license to Tall Pines Conservancy, Inc. for an Oaktoberfest event being held Sunday, October 1, 2023, at the N130W294 Bryn Drive.

Motion by Supervisor Woelfle to approve a Temporary Class B license to Tall Pines Conservancy, Inc. for an Oaktoberfest event being held on Sunday, October 1, 2023, at N130W294 Bryn Drive. Seconded by Supervisor Mahoney-Ogden. Passes 5-0.

- b. Discussion and possible action on the renewal of an assessor contract with Catalis Tax & CAMA, Inc for 2024-2026.

Motion by Supervisor Michels to approve an assessor contract with Catalis Tax & CAMA, Inc. for 2024-2026. Seconded by Supervisor Woelfle. Motion passed 5-0.

- c. Discussion and possible action on a contract for market update revaluation of all real and personal property in 2025 with Catalis Tax & CAMA, Inc.

Motion by Supervisor Woelfle to approve a contract for market update revaluation of all real and personal property in 2025 with Catalis Tax & CAMA, Inc. Seconded by Supervisor Miller. Motion passed 5-0.

Tenth order of Business: Closed Session

- a. The basis for the items to be discussed in Closed Session are as enumerated in Section 19.85(1)(e) of the Wisconsin State Statutes. (e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, more specifically, the City of Delafield IMA Amendment to Lake Country and Fire.

- i. Motion to enter closed session (roll call vote)

Motion by Supervisor Mahoney-Ogden to enter closed session. Seconded by Supervisor Woelfle.

Supervisor Mahoney-Ogden - aye

Supervisor Miller - aye

Supervisor Woelfle - aye

Supervisor Michels - aye

Chairperson Kranick - aye

Motion passed 5-0.

- ii. Motion to reconvene from closed session (roll call vote)

Motion by Supervisor Michels to reconvene to open session. Seconded by Supervisor Woelfle.

Supervisor Mahoney-Ogden - aye

Supervisor Miller - aye

Supervisor Woelfle - aye

Supervisor Michels - aye

Chairperson Kranick - aye

Motion passed 5-0.

- iii. Discussion and possible action regarding items discussed in closed session.

Chairman Kranick stated the Town would like to take the IMA funding formula off the table and decouple it to move forward. Supervisor Woelfle stated hopefully we have a proposal that the City will be able to fund and still allow LCFR to hire three firefighters. Supervisor Michels stated the Town does not want to play games with our fire service. We want to see 3 firefighters with no other IMA amendments. Hopefully we can meet in the middle. Supervisor Mahoney Ogden stated this allows LCFR to slow things down and hire quality fire fighters.

Motion by Supervisor Michels to approve the IMA amendment as presented, setting the bar to \$4.2 Million dollars, redlining the city's amendments in sections 2 and 3. Seconded by Supervisor Miller. Motion passed 5-0.

Eleventh order of Business: Announcements and Planning items

- a. Plan Commission – Tuesday, October 3, 2023 @ 6:30 PM
- b. Budget Workshop immediately preceding Town Board – Tuesday, October 10, 2023 @ 5:30 PM
- c. Town Board – Tuesday, October 24, 2023 @ 6:30 PM
- d. Halloween Trick or Treat – Tuesday, October 31, 2023 – 4 PM to 7 PM

Twelfth order of Business: Adjournment:

Motion by Supervisor Woelfle to adjourn the Tuesday, September 26, 2023, Town Board meeting at 7:17 PM. Seconded by Supervisor Michels. Motion passed 5-0.

Respectfully submitted:

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



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October 10, 2023

To: Chairman Edward Kranick
Cc: Town Board
From: Dan Green, Administrator/Clerk/Treasurer

Item: Discussion and possible action on the adoption of a Resolution of Inclusion Under the Wisconsin Retirement System, to approve the participation in the Wisconsin Retirement System, effective January 1, 2024.

Description:

The Town of Delafield has budgeted for employees who work more than 1,200 hours a year to join the Wisconsin Retirement System. This statewide retirement program is utilized by most municipalities in the state. The Town of Delafield is the only municipality in Waukesha County that does not utilize this benefit. This pension program is one of the best in the Country. It is funded half by the employer, and half by contributions from the employee. After 5 years of being in the program, employees are vested, meaning the employee is entitled to both their contribution and the Town's contribution.

The current retirement plan the Town utilizes is through ETF, and is a deferred compensation program where the Town contributes 11% of full-time employee's salaries to a pretax account. Typically, municipalities use this as a resource for supplemental retirement benefits, but not the main source of retirement income. WRS acts as a main source for retirement annuity payments. This transition will help to attract full-time employment when the time comes. It also is a great benefit for our staff.

Fiscal Impact:

The 2024 contribution rate for employers and employees is 6.9%. This will show as a deduction on eligible employee's paychecks, but reduces the Town's contribution to retirement from 11% to 6.9%. The contribution rate may vary depending on the prior year's market performance. To minimize the cost for employees, the budget includes an adjustment to salaries for those who will be entering the program. The increase is calculated based on the amount the Town currently contributes to retirement benefits, and subtracts the 6.9% the Town will now be contributing to WRS (4.1%). We have one employee who has opted not to join WRS, and they will continue to receive the 11% deferred compensation benefit. We also have an employee who would not otherwise qualify for deferred compensation, who now qualifies for WRS. The total cost increase to make the change to WRS, opposed to continuing deferred compensation benefits, is \$1,233.

Recommendation:

Staff recommends approval of a Resolution of Inclusion Under Wisconsin Retirement System, to participate in the Wisconsin Retirement System, effective January 1, 2024.



Resolution of Inclusion Under the Wisconsin Retirement System

Wis. Stat. §§ 40.21, 40.22

Wisconsin Department
of Employee Trust Funds
1-877-533-5020 (toll free)
Fax 608-266-5801
etf.wi.gov

The (Governing Body) Town Board of the (Employer Legal Name) Town of Delafield authorizes and approves participation in the Wisconsin Retirement System on the effective date of January 1, 2024.

Eligible employees will participate in the WRS beginning on the effective date pursuant to the participation option chosen below. **This resolution must be received by, and is irrevocable after, November 15 prior to the effective date.**

Eligible Employee Participation Options (check one)

- All current and future eligible employees will participate in the WRS.
- This employer will provide a one-time offer to current eligible employees to elect or waive WRS participation as of the above effective date. All eligible employees hired after the above effective date must be enrolled in the WRS.

Note: Employees who waive WRS coverage and continue to be employed by this employer will never be eligible for future WRS coverage and any other related benefits that may be available because of WRS participation.

- Only future eligible employees hired by this employer on or after the effective date of this resolution will be enrolled in the WRS.

Prior Service (Optional)

If nothing is selected, the default is 0%. Read page 2 of this form for information about Prior Service.

- The employer will pay the cost of providing _____% prior service credit for WRS-eligible employees who worked for the employer before the WRS effective date.

Eligible Employee Participation Exclusion (Applies to all participation options — check only if applicable)

- This employer will exclude employees of a public utility under Wis. Stat. § 196.01(5) from WRS participation pursuant to Wis. Stat. § 40.21(7)(b).

Certification

I hereby certify that this resolution is a true, correct, and complete copy of the resolution adopted by the above governing body on _____ (MM/DD/YYYY).

- I further certify that this employer is not operating, administering, or otherwise participating in an alternative or replacement retirement plan which replaces or exempts the employer from FICA taxes.

I understand that Wis. Stat. § 943.395 provides criminal penalties for knowingly making false or fraudulent statements, and hereby certify that, to the best of my knowledge and belief, the above information is true and correct.

16
Total number of all employees (includes WRS eligible and ineligible)

39-6006862 Waukesha
Federal tax identification number Employer County

Certifying Officer signature

Edward
Kranick

Certifying Officer printed name

For ETF use only	
Date Received:	ETF Employer ID:
Effective Date:	Initials:

Administrator/Clerk/Treasurer

Certifying Officer title

dgreen@townofdelafield.org
Employer benefit contact email address



Important Information About Prior Service

Prior service is an **optional benefit** where employers pay the entire cost of providing WRS service credit for employees who worked for the employer before they joined the WRS. This program was originally created for employers who did not offer *any* retirement benefits to their employees before joining the WRS. Electing prior service may provide a benefit for your employees but will include costs for the employer and also requires a cost study to be completed. **Prior service costs should be carefully considered by the employer.**

Prior service is **not** an option if the employer:

- Elected to enroll only *future eligible* employees (Option 3)
- Has a creation date that is equal to the WRS Participation date. For example, two entities will merge to become one entity effective 01/01/2023 *and* the entity's WRS Participation date is 01/01/2023.

The employer is still required to pay the remaining balance, even if an employee is not eligible for a monthly retirement annuity. An employee is not eligible for a WRS annuity if they:

- Terminate and take a benefit before they are vested in the WRS
- Terminate and take a benefit before meeting minimum retirement age (age 50 for protective category, age 55 for all others)

Prior Service Benefit Summary																	
Benefit Details	<ul style="list-style-type: none"> • Most valuable to a long-term employee after minimum retirement age who plans to work <i>at least</i> five more years as a full-time employee. • Does not count toward vesting requirements. • Does not increase the employee or employer contribution amounts. • Any employee deemed WRS eligible as of the employer's WRS effective date must be provided with prior service. Participation may not be limited. • A Prior Service election is irrevocable. <p>Prior service does not add monetary contributions to the employee's account. It adds years of WRS creditable service to the employee's account.</p>																
Options	<p>Employers can elect to purchase 25, 50, 75, or 100% service. Any employer can add or increase prior service any time. If an employer does elect prior service, 0% is the default.</p> <p>For example, below are the service purchase options for an employee with 20 years of service prior to the employer's WRS participation:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="padding: 5px;">Prior Service %</td> <td style="padding: 5px; text-align: center;">100%</td> <td style="padding: 5px; text-align: center;">75%</td> <td style="padding: 5px; text-align: center;">50%</td> <td style="padding: 5px; text-align: center;">25%</td> <td style="padding: 5px; text-align: center;">0%</td> </tr> <tr> <td style="padding: 5px;">Service Credit</td> <td style="padding: 5px; text-align: center;">20 years</td> <td style="padding: 5px; text-align: center;">15 years</td> <td style="padding: 5px; text-align: center;">10 years</td> <td style="padding: 5px; text-align: center;">5 years</td> <td style="padding: 5px; text-align: center;">0 years</td> </tr> </table>					Prior Service %	100%	75%	50%	25%	0%	Service Credit	20 years	15 years	10 years	5 years	0 years
Prior Service %	100%	75%	50%	25%	0%												
Service Credit	20 years	15 years	10 years	5 years	0 years												
Vesting Required?	<p>Yes. Prior service is forfeited if an employee closes their account before minimum retirement age or is not vested. To become vested:</p> <ul style="list-style-type: none"> • Employees first enrolled in the WRS on or after 07/01/2011 must have five years of WRS creditable service • Employees first enrolled in the WRS before 07/01/2011 were vested on their enrollment date 																

(continued on next page)

<p>Cost</p>	<ul style="list-style-type: none"> • The employer pays the entire cost of prior service which may be prohibitively expensive and requires careful consideration. • Rollovers from other qualified pension plans or personal checks cannot be used to purchase prior service. • Payment options: <ul style="list-style-type: none"> ○ Make full payment, or; ○ Have the payments amortized by paying a small percentage of their total monthly payroll over 30 consecutive years. <p>Note: Employers may make lump sum payments to reduce interest cost over the amortization period. Interest is assessed annually using an assumed interest rate (currently 7.0%) on the outstanding balance of the liability.</p> <p>For some employers, <i>the interest charged may be greater than the principal paid each year</i>, resulting in the liability balance increasing rather than decreasing.</p>
<p>Alternatives</p>	<p>Prior Service can be prohibitively expensive for employers. A more cost-effective alternative is <i>voluntary</i> employer-paid additional contributions.</p> <p>An employer-paid additional contribution is an optional benefit that is:</p> <ul style="list-style-type: none"> • Credited to employee account and increase employee’s monthly annuity at retirement, and is credited with the same amount of interest as required contributions. • Payable only as a life annuity; no lump sum or annuity certain is available if employee is eligible for a retirement annuity. • Generally paid in the same optional form as the regular annuity when application is made for the regular annuity on required deposits. • Paid to the employee whether they are vested or not. • Taxable when paid. <p>With additional contributions, the employer may choose who to provide this benefit to. The employer may stop making additional contributions at any time.</p> <p>You do not elect employer-paid additional contributions on the resolution to join the WRS. After the employer’s WRS effective date, they may report additional contributions on their Monthly Retirement Remittance report.</p>

Prior Service Cost Study

The cost of prior service varies by employer. **Employers electing 25-100% prior service must complete a cost study before submitting a resolution.**

Cost Study Summary	
Employer Required to Purchase Prior Service?	No. A cost study completed before the resolution is submitted is non-binding. The employer is under no obligation to purchase prior service.
Cost Study Fee	<ul style="list-style-type: none">• 10 or less employees: \$25• 11 or more employees: \$50
How to Request	Send a written request to ETF with the items listed below before October 1: <ul style="list-style-type: none">• Completed Prior Service Cost Study (ET-1321) form• Check made payable to ETF (fees listed above)
Timing	ETF will send the employer a Cost Report four to six weeks after the Cost Study is received. If the employer decides to pay for Prior Service, they can enter the percent of coverage on the Resolution of Inclusion Under WRS (ET-1319).

Adding or Increasing Prior Service

Employers may add or increase prior service in increments of 25% if they:

- do not offer prior service.
- are currently offering 25 – 75% of prior service.
- offered prior service to teachers but want to add prior service for educational support staff (*school districts only*).


Note: Adding coverage for educational support staff may change teacher prior service rate. A weighted average rate will apply to all covered employees.

ETF requires a Prior Service Cost Study before adding or increasing prior service.

Increasing Prior Service	
Employee Eligibility	<p>All employees who were:</p> <ol style="list-style-type: none"> 1. enrolled in the WRS on the employer's initial WRS participation date; <i>and</i> 2. are still active with the employer.
Impact on Employer Contributions	<ul style="list-style-type: none"> • If the employer submits a resolution to add or increase prior service, the employer's monthly contributions will increase. • There is no retroactive adjustment for employees who have terminated since initial participation.
Cost Study Fee	<ul style="list-style-type: none"> • None
How to Request	<p>Send a written request to ETF with the item listed below before October 1:</p> <ol style="list-style-type: none"> 1. Completed Prior Service Cost Study (ET-1321) form <p>Mail to: Dept. of Employee Trust Funds PO Box 7931 Madison, WI 53707-7931</p>
Timing	<p>ETF will send the employer a Cost Report four to six weeks after the Cost Study is received.</p> <p>To add or increase prior service, a Resolution to Increase Prior Creditable Service (ET-1311) must be received by ETF no later than November 15. The increase will be effective the following January 1.</p>
Employer Required to Purchase Prior Service?	<p>If a cost study is completed <i>before</i> the ET-1311 is submitted, the employer is not required to add or increase service.</p> <p>If the ET-1311 is submitted, it is irrevocable after November 15 and the employer is required to pay the cost of increasing prior service.</p>

**CERTIFICATION OF WORK COMPLETED AND AUTHORIZATION
FOR REDUCTION IN LETTER OF CREDIT**

TOWN OF DELAFIELD

Subdivision: The Retreat Developer: Retreat Development LLC, Archibald Pequet Subdivision Agreement Date: September 20, 2021 Total Letter of Credit: \$978,410			Date: October 3, 2023 Report No.: 4 Covering Period: 9/28/22-10/3/232 Calculated By: Tim Barbeau			
Description of Improvements Required	Contractor	Letter of Credit Amount (amount + 10%)	Amount of Work Completed			
			Previous Reports	During This Period	To Date	Amount to Remain
A. Site grading/storm water pond, Restoration (topsoil)	New Berlin Grading	\$377,943	\$342,585	\$1,000	\$343,585.00	\$34,358
B. Base course, asphalt binder pavement, curb and gutter	Payne & Dolan	\$263,933	\$239,939	\$0	\$239,939.00	\$23,994
C. Asphalt surface course	Payne & Dolan	\$58,300	\$0	\$53,000	\$53,000	\$5,300
D. Culverts/Fire Tank/Storm Sewer	DF Tomasini	\$120,769	\$109,790	\$0	\$109,790	\$10,979
E. Erosion, restoration (seed)	Blaze	\$157,465	\$140,150	\$3,000	\$143,150	\$14,315
Totals		\$978,410	\$832,464	\$57,000	\$889,464	\$88,946
Summary Original Letter of Credit \$978,410.00 Amount Completed this Period \$57,000.00 Amount Previously Approved \$832,464.00 Total Completed to Date \$889,464.00 Required Letter of Credit Balance.....\$88,946.00			This is to certify that authorization for a reduction in the Letter of Credit is in accordance with the approved subdivision development agreement and with the regulations and ordinances of the Town of Delafield, furthermore, that the computations are true and correct and indicate the amount which can be deducted from the Letter of Credit of the developer. Authorized By: _____ Edward Kranick, Town Chairman			
R. A. Smith, Inc. recommends a reduction in the Letter of Credit by \$57,000.00 By:  _____ Date: 10/3/23						



CREATIVITY BEYOND ENGINEERING

MEMORANDUM

DATE: October 3, 2023
TO: Dan Green, Town Clerk (via e-mail)
FR: Tim Barbeau, Town Engineer *TGB*
RE: **The Retreat Subdivision**

Attached please find the Letter of Credit Reduction No. 4 form for approval.

On October 3, 2023, I reviewed the site improvements and conclude that the developer has completed all items required in the Developer's Agreement. In accordance with Section III FINAL ACCEPTANCE of the Developer's Agreement, I recommend that the Town Board approve a resolution providing "Final Acceptance." In accordance with Section VII GUARANTEES OF IMPROVEMENTS, the Post-substantial Security is to be the cost of any uncompleted items (of which there are none) plus 10% of the total cost of the completed items. To this end, Letter of Credit Reduction No. 4 reflects the 10% balance of completed items.

Should you have any questions, please contact me.

H:/1201612/Doc/M 231003 The Retreat LOC Reduction and Final acceptance.docx

Plan Commission Report for October 3, 2023

229 Lynndale Road, LLC Certified Survey Map Agenda Item No. 5. B.

Applicant: Tom Beaudry, owner
Project: Land Split
Requested Action: Re-Approval of Certified Survey Map
Zoning: M-1 Industrial
Location: N47 W28229 Lynndale Road

Report

In August of 2022, the Plan Commission and Town Board approved the subject Certified Survey Map (CSM) to split lands located at 229 Lynndale Road (Cassandra's Motorsports) in anticipation of the Lake Country Toy Box development. State Statutes require that the CSM be recorded within one year of the last approval by the community. The owner recently requested that the Town execute the document for recording. Due to the fact that he did not record the document within the one-year period, re-approval is required. Mr. Beaudry is requesting that the Town re-approve the CSM. No changes have been made to the final CSM.

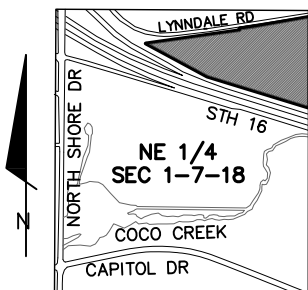
Staff Recommendation:

I recommend approval of the Certified Survey Map as presented at this meeting.

Tim Barbeau, Town Engineer
September 27, 2023

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST AND NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWN 7 NORTH, RANGE 18 EAST, IN THE TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:



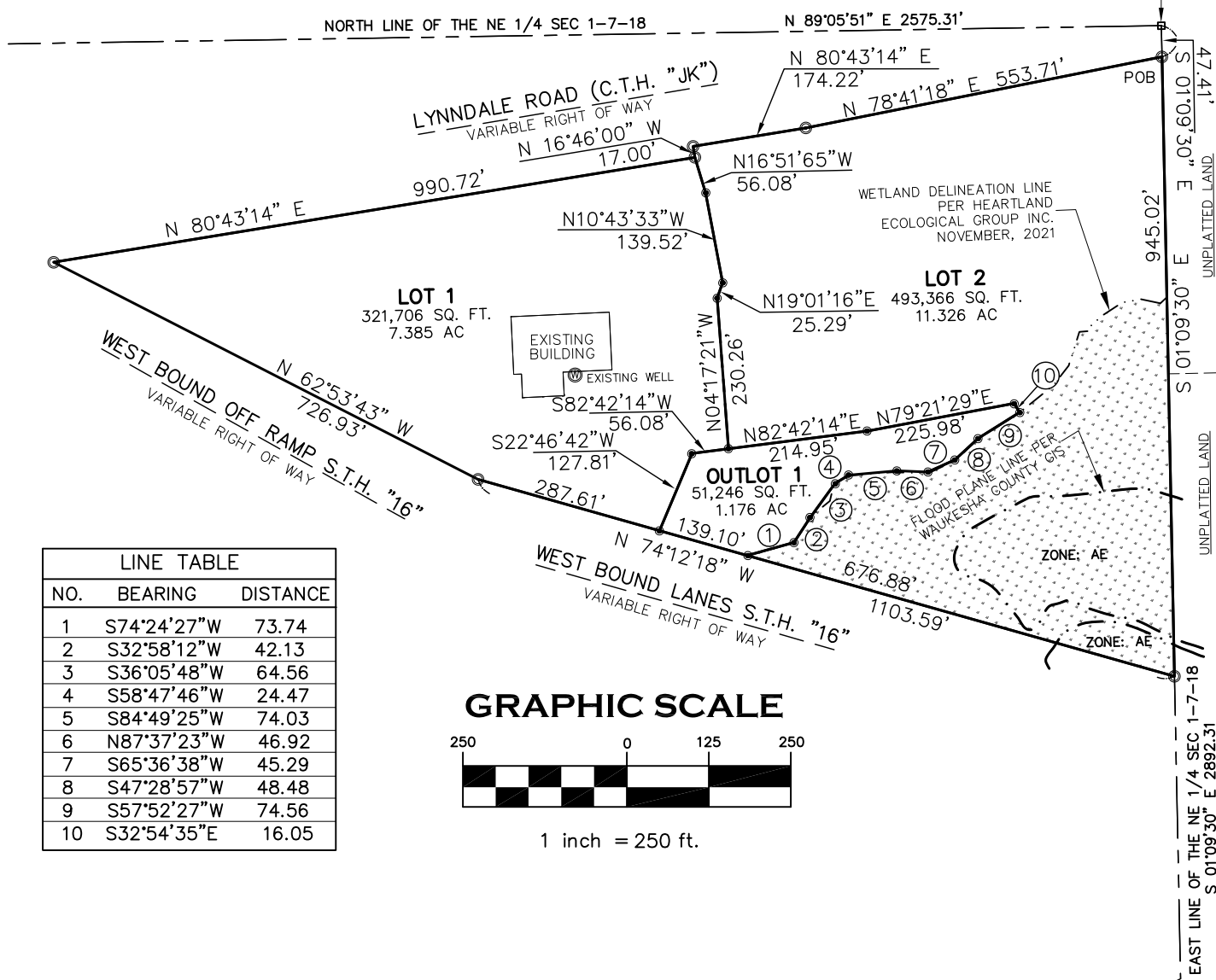
LOCATION MAP
NE 1/4 SECTION 1-7-18 &
SCALE 1"=2000'

ALL BEARINGS REFER TO THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 1, WHICH HAS A WISCONSIN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE) (NAD27) BEARING OF S 01°09'30" E.

- INDICATES 1 INCH DIA. IRON PIPE, 18 INCHES IN LENGTH, WEIGHING 1.68 LBS PER LINEAL FOOT, SET.
- INDICATES 1.5 INCH DIA. IRON ROD FOUND.

CJ
engineering
civil design and consulting
9205 W. Center Street
Suite 214
Milwaukee, WI 53222
PH. (414) 443-1312
www.cj-engineering.com

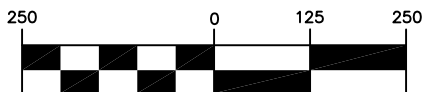
PREPARED FOR:
229 LYNNDALE ROAD LLC
1422 PEARL ST.
WAUKESHA, WI 53186



NE CORNER OF THE
NE 1/4 OF SECTION 1,
T 7 N, R 18 E
CONC. MON. WITH
BRASS CAP
N 407,341.69
E 2,453,001.23

LINE TABLE		
NO.	BEARING	DISTANCE
1	S74°24'27"W	73.74
2	S32°58'12"W	42.13
3	S36°05'48"W	64.56
4	S58°47'46"W	24.47
5	S84°49'25"W	74.03
6	N87°37'23"W	46.92
7	S65°36'38"W	45.29
8	S47°28'57"W	48.48
9	S57°52'27"W	74.56
10	S32°54'35"E	16.05

GRAPHIC SCALE



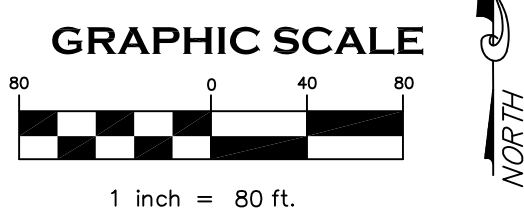
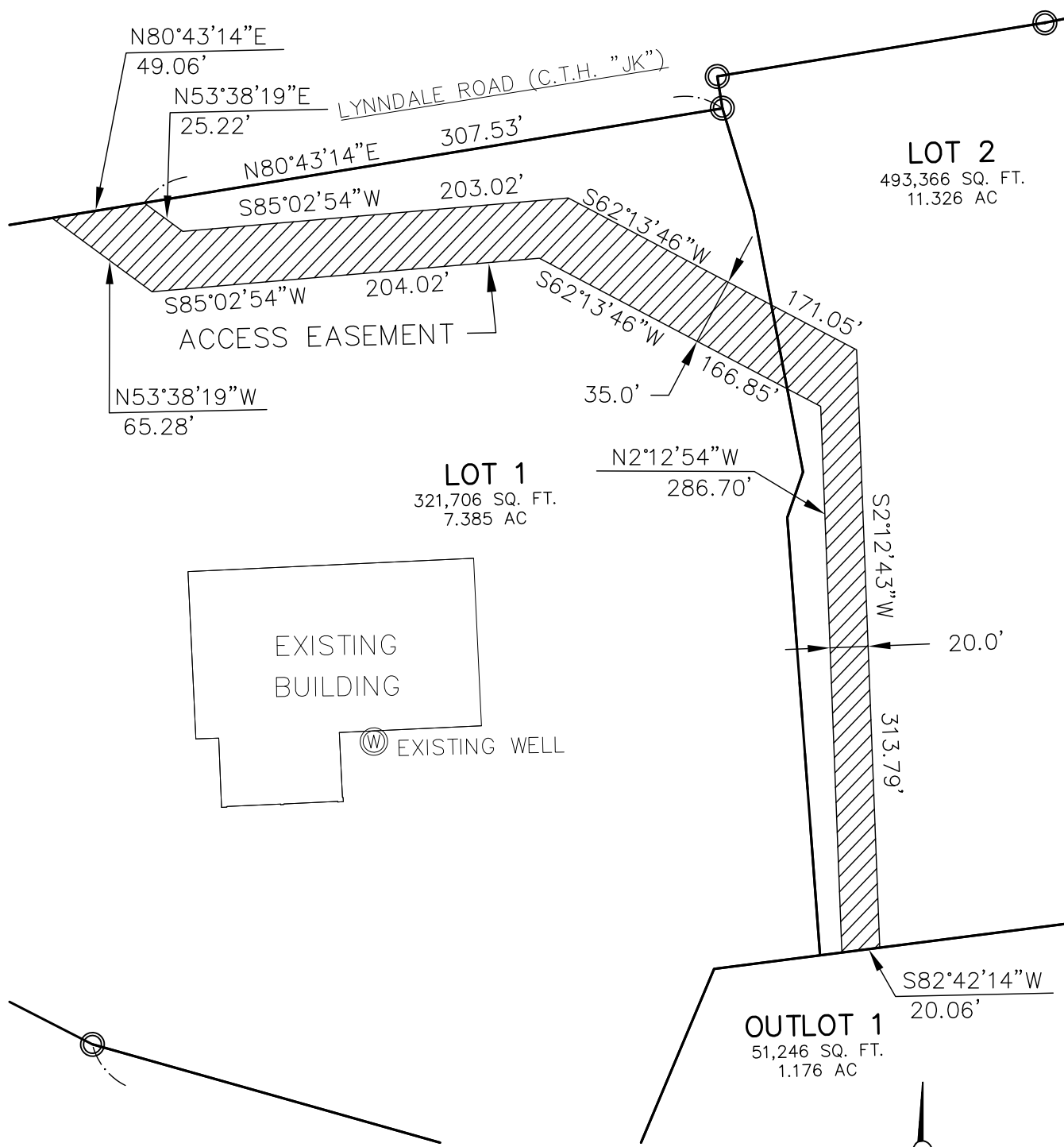
1 inch = 250 ft.

SE CORNER OF THE
NE 1/4 OF SECTION 1,
T 7 N, R 18 E
CONC. MON. WITH
BRASS CAP
N 404,450.25
E 2,453,059.70

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST AND NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWN 7 NORTH, RANGE 18 EAST, IN THE TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

CJ
engineering
 civil design and consulting
 9205 W. Center Street
 Suite 214
 Milwaukee, WI 53222
 PH. (414) 443-1312
 www.cj-engineering.com



CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST AND NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWN 7 NORTH, RANGE 18 EAST, IN THE TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, CHRISTOPHER A. JACKSON, A REGISTERED LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED AND MAPPED A PART OF THE NORTHWEST AND NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, 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 1/4 SECTION; THENCE S 01°09'30" E 47.41 FEET ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION; TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE S 01°09'30" E 945.02 FEET ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION TO THE NORTH LINE OF STATE TRUNK HIGHWAY "16"; THENCE N 74°12'18" W 1103.59 FEET ALONG SAID NORTH LINE; THENCE N 62°53'43" W 726.93 FEET ALONG SAID NORTH LINE OF STATE TRUNK HIGHWAY "16" TO THE SOUTH LINE OF COUNTY TRUNK HIGHWAY "JK"; THENCE N 80°43'14" E 990.72 FEET ALONG SAID SOUTH LINE OF COUNTY TRUNK HIGHWAY "JK"; THENCE N 16°46'00" W 17.00 FEET; THENCE N 80°43'14" E 174.22 FEET ALONG THE SOUTH LINE OF COUNTY TRUNK HIGHWAY "JK"; THENCE N 78°41'18" E 553.71 FEET ALONG SAID SOUTH LINE OF COUNTY TRUNK HIGHWAY "JK" TO THE POINT OF BEGINNING.

CONTAINING: 866,320 SQUARE FEET, OR 19.8880 ACRES.

THAT I HAVE MADE SUCH SURVEY AND MAP BY THE DIRECTION OF BROOK INVESTMENTS GLOBAL LIMITED, OWNER OF SAID LAND.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE STATUTES OF THE STATE OF WISCONSIN, THE TOWN OF DELAFIELD, THE CITY OF DELAFIELD AND THE COUNTY OF WAUKESHA PARKS AND LAND USE.

DATED THIS _____ DAY OF _____, 2022.

CHRISTOPHER A. JACKSON, P.L.S.
REGISTERED LAND SURVEYOR, S-2851
STATE OF WISCONSIN

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST AND NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWN 7 NORTH, RANGE 18 EAST, IN THE TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

CORPORATE OWNER'S CERTIFICATE

229 LYNNDALE ROAD, LLC, A LIMITED LIABILITY CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF WISCONSIN AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, MAPPED AND DIVIDED AS REPRESENTED ON THIS MAP IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 236 OF STATUTES OF THE STATE OF WISCONSIN. I ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED TO BE SUBMITTED TO THE TOWN OF DELAFIELD AND THE COUNTY OF WAUKESHA PARKS AND LAND USE.

DATED THIS _____ DAY OF _____, 2022.

THOMAS J. BEAUDRY, AUTHORIZED SIGNATURE
229 LYNNDALE ROAD, LLC

STATE OF WISCONSIN) SS
WAUKESHA COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20____, THE ABOVE THOMAS J. BEAUDRY, AUTHORIZED SIGNATURE OF 229 LYNNDALE ROAD, LLC. ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES _____

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST AND NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWN 7 NORTH, RANGE 18 EAST, IN THE TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

TOWN PLAN COMMISSION APPROVAL

APPROVED BY THE PLAN COMMISSION, TOWN OF DELAFIELD, THIS _____ DAY OF _____, 2022.

KEVIN FITZGERALD-CHAIRMAN

DAN GREEN-CLERK

TOWN PLAN BOARD APPROVAL

APPROVED BY THE TOWN BOARD, TOWN OF DELAFIELD, THIS _____ DAY OF _____, 2022.

RON TROY-CHAIRMAN

DAN GREEN-CLERK

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE

RESOLVED THAT THE ABOVE CERTIFIED SURVEY MAP WHICH HAS BEEN FILED FOR APPROVAL AS REQUIRED BY CHAPTER 236, WISCONSIN STATUTES, IS HEREBY APPROVED THIS _____ DAY OF _____, 2022.

DALE R. SHAVER-DIRECTOR

Toy Box
TWO-PARTY PRIVATE
DRIVEWAY EASEMENT AGREEMENT

Document Number

Document Title

THIS AGREEMENT made this ____ day of _____,
20____, by and between _____
(hereinafter _____) and _____
(hereinafter _____).

RECITALS

WHEREAS, _____ is the owner of
the real estate located in Waukesha County, Wisconsin, described as Tax
Key Parcel No. _____ (hereinafter "Lot 1"); and

WHEREAS, _____ is the owner of the real
estate located in Waukesha County, Wisconsin, described as Tax Key
Parcel No. _____ (hereinafter "Lot 2"); and

WHEREAS, the legal description for the parcel (Lot 2) on which
the easement is located, is as follows:

Lot 2 of CSM ____ Being a part of the Northwest and Northeast ¼ of the Northeast ¼ of Section 1, Town 7 North,
Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin

WHEREAS, it will be necessary for Lot 2 to have a permanent easement for driveway and utility
installation purposes over a portion of Lot 1; and

WHEREAS, _____ wishes to grant to _____
a perpetual easement over a portion of Lot 1 for ingress and egress for pedestrian and vehicular use of the driveway
and for installation of all utilities necessary to service Lot 2. _____ further wishes
to grant to all pertinent utility companies a perpetual easement to install all utilities necessary to service Lot 1 and
Lot 2.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the
receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Grant of Easement. _____ grants to _____, their heirs,
executors, successors and assigns a perpetual easement for ingress and egress for driveway and utility installation
purposes, and further grants to all pertinent utility companies, there successors and assigns, a perpetual easement to
install all utilities necessary to service Lot 1 and Lot 2, across a portion of Lot 1 and Lot 2 located in Waukesha
County, Wisconsin, the easement of which is more particularly described as follows:

Recording Area

Name and Return Address

Town of Delafield
N14 W30782 Golf Road
Delafield, WI 53018-2117

Parcel Identification Number (PIN)

Commencing at the Northeast Corner of Lot 1 of CSM _____ ; thence S80°43'14"W 307.53 feet along the north lot line of Lot 1; To the point of the beginning of the easement to be described; Thence S53°38'19"E 25.22 feet; Thence N85°02'54"E 203.02 feet; Thence S62°13'46"E 171.05 feet; Thence S02°12'54"E 313.79 feet; Thence S82°42'14"W 20.08 feet; Thence N02°12'54"W 286.70 feet; Thence N62°13'46"W 166.85 feet; Thence S85°02'54"W 204.02 feet; Thence N53°38'19"W 65.28 feet; Thence N80°43'14"E 49.06 feet along the north line of the Lot 1 to the point of beginning.

Easement Containing: 19,641 s.f. (0.451 Acres)

The easement granted in this paragraph is hereby referred to as the "Easement".

2. Purpose. The purpose of this Easement is to allow the owners of Lot 1 and Lot 2, their respective heirs, successors, executors, assigns, visitors and licensees the right to use the driveway for pedestrian and vehicular access (as is consistent with a residential driveway) and for utility installation, and for all pertinent utility companies to install all utilities necessary to service Lot 1 and Lot 2.

3. Access. The owners of Lot 1, the owners of Lot 2, Waukehsa County and Town of Delafield staff , their respective heirs, successors, executors, assigns, visitors and licensees shall have the right to enter the driveway for the purpose of exercising their rights in the Easement area consistent with the purpose of the Easement and that no one shall take any action, the effect of which would be to deny any beneficiary of the Easement access to the Easement or its use for the purposes set forth herein.

4. The owners of Lot 1 and Lot 2 shall each maintain common portion of the driveway and share costs of construction and maintenance for respective easement portions located on Lot 1 and Lot 2.

5. Arbitration (optional). Any disagreement between the owners of Lot 1 and Lot 2 with respect to the maintenance of the driveway or any provision of this Agreement or any Amendment thereof shall be submitted to arbitration for final resolution. All arbitration shall be conducted in accordance with the Arbitration Rules of the American Arbitration Association (for Milwaukee, Wisconsin) and any decision or more of the arbitrators, the award resulting from said arbitration shall be binding, and except in cases of gross fraud or misconduct by one or decision or award rendered with respect to the disagreement shall not be appealable. In reaching their decision, the arbitrators shall have no authority to change or modify any provision of this Agreement. The owners of Lot 1 and Lot 2 shall each pay 50% of the cost of any such arbitration and the duty to arbitrate shall survive the cancellation or termination of this Agreement.

6. Duration. The easements, covenants, restrictions and other provisions of this Agreement shall be of perpetual duration and shall constitute easements, restrictions and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, successors and assigns, including, without limitation, all subsequent owners of Lot 1 and Lot 2 and all persons claiming under or through them.

7. Insurance (optional). The owners of Lot 1 and Lot 2 shall each maintain public liability insurance on their respective parcels which insurance shall name the abutting owner as an additional insured and shall insure against any claim made for injury to person or property attributable to an owner's use and enjoyment of the Easement. Without limiting the required insurance coverage, it is the agreement of the owners that each owner is not responsible for the acts or omissions of the other owner in regard to the use and maintenance of the Easement. Each owner indemnifies and hold harmless the other as to the owner's acts and omissions in the use and enjoyment of the Easement. Each owner, to the extent of insurance coverage, waives any right as against the other to assert any claim arising from any deficiency in the maintenance of the Easement.

8. Entire Agreement. This Agreement supersedes all agreements previously made between the parties hereto relating to the subject matter hereof and this Agreement cannot be modified, amended or terminated except as agreed to in writing by the then owners of Lot 1 and Lot 2, their mortgagees and other holders of record interest as of the date of such amendment.

9. Non-waiver. No delay or failure by any party to exercise any right under this Agreement and no partial or single exercise of that right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

10. Article and Paragraph Headings. Article and paragraph headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

11. Exhibits. All of the exhibits attached hereto are hereby incorporated herein and made a part of this Agreement by reference.

See Exhibit A

12. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement as of the day and year first written above.

Let copies of this order be filed in the permanent records of the Town Board of the Town of Delafield, let a copy of this permit be recorded at the Waukesha County Register of Deeds as a covenant on the title for the premises for which this Conditional Use is granted, and let copies be sent to the proper Town authorities and the grantee.

Approved this _____ day of _____, 20____.

By: _____

By: _____

Owner(s) of Lot 1

Owner(s) of Lot 2

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

Notary Public State of Wisconsin

My Commission Expires: _____

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

Notary Public State of Wisconsin

My Commission Expires: _____

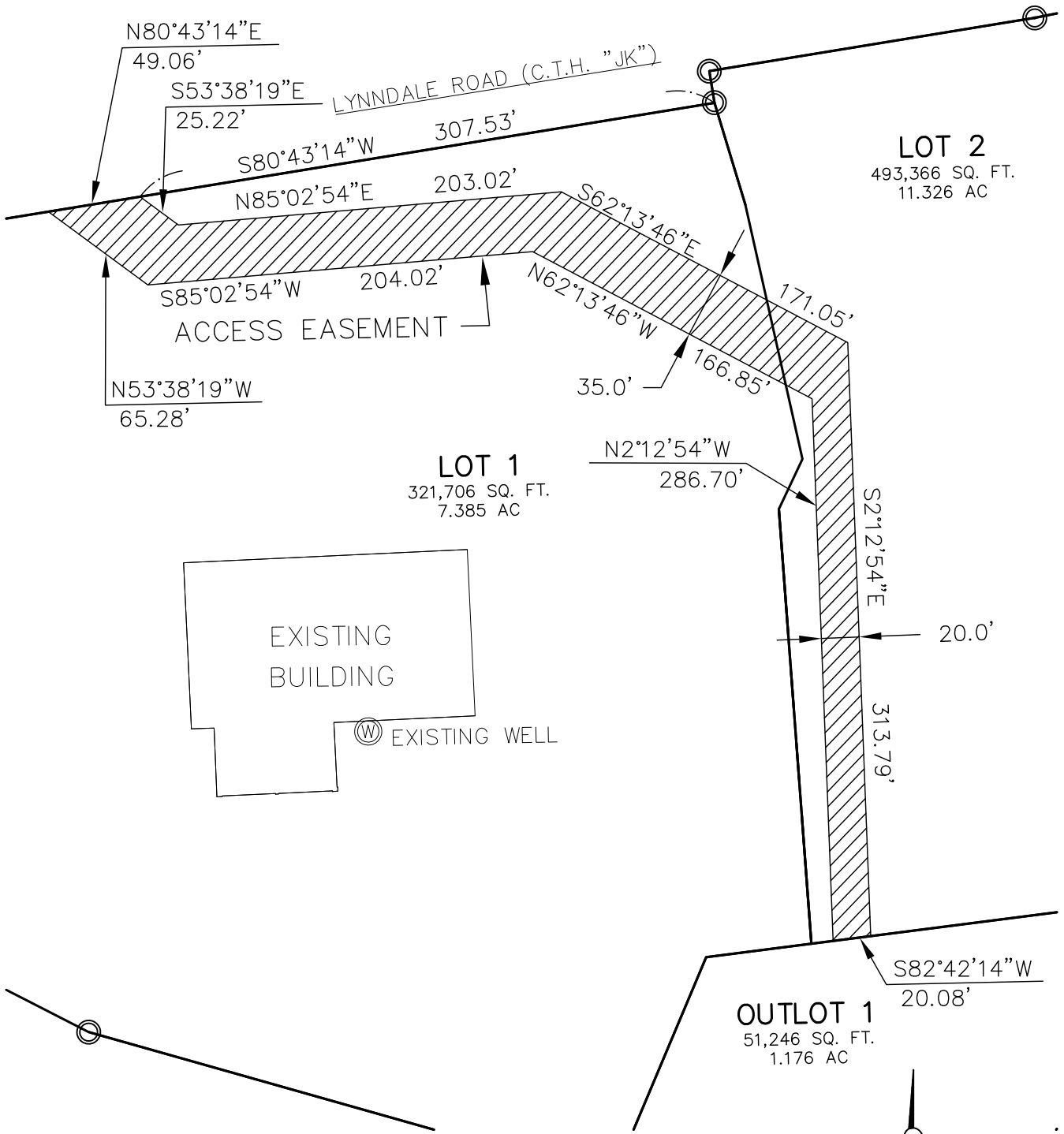
Drafted by: CJ Engineering LLC

EXHIBIT A

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST AND NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWN 7 NORTH, RANGE 18 EAST, IN THE TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN


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civil design and consulting
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Milwaukee, WI 53222
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**FIRST AMENDMENT TO THE LAKE COUNTRY FIRE & RESCUE
INTERMUNICIPAL AGREEMENT**

WHEREAS, the Village Boards of Chenequa, Nashotah, Oconomowoc Lake and Wales, the Town Boards of Delafield and Genesee and the Common Council of the City of Delafield (collectively the “Municipalities”) entered into the Lake Country Fire & Rescue (“LCFR”) Intermunicipal Agreement (hereinafter the “Agreement”) to provide fire and paramedic protection by a joint Fire Department for all persons and properties located within the Municipalities and consistent with intergovernmental cooperation as described in s. 66.0301, Wis. Stats; and

WHEREAS, it was the common belief of the participating Municipalities that greater protection against fire losses within the Municipalities could be secured more effectively by the joint ownership and operation of fire equipment and emergency medical service equipment and that a more effective Fire Department could be promoted by the joint and mutual cooperation of the Municipalities, and that the cost of protection could be more equitably shared; and

WHEREAS, pursuant to Article X of the Agreement, the Municipalities may alter, amend, and/or rescind all or any of the provisions of the Agreement upon the approval of all of the Municipalities, and any amendment may be adopted by each Municipality individually and without corresponding signatures from the other Municipalities, and a duplicate original has the same validity as a signed amendment on a single legal instrument; and

WHEREAS, the Municipalities agree that an amendment to the terms of the Agreement is necessary to address budget concerns (hereinafter the “Amendment”); and

WHEREAS, the Municipalities agree that in order to address the budget concerns, the constraints included in Article V, Section I.1.c) would need to be revised to allow for a greater annual operating budget increase than what the original terms of the Agreement allows; and

WHEREAS, the Municipalities agree to revise the Agreement with this Amendment in order to address upcoming budgetary concerns.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Municipalities agree to amend the Agreement as set forth below:

SECTION 1. Article V entitled “Fire Board”, Section I. entitled “Budget”, Subsection 1. entitled “Fire Department Budget”, Subsection c) is hereby stricken and replaced as follows:

LCFR’s budget may only increase in a manner that allows its owner Municipalities to increase their levy in accordance with Wisconsin State Statute 66.0602 (3)(h) 2. a. which states that the total charges assessed by the Fire Department for the current year increase, relative to the total charges assessed by the Fire Department for the previous year, by a percentage that is less than or equal to the percentage change in the U.S. consumer price index for all urban consumers, U.S. city average, as determined by the U.S. department of

labor, for the 12 months ending on August 31 of the year of the levy, plus 2 percent, except as follows:

LCFR's 2024 Operating Budget. The Municipalities agree for the calendar year 2024 operating budget only, the aforementioned restriction shall not apply. The municipal contribution to the Lake Country Fire and Rescue operating budget for the calendar year 2024 shall be \$3,857,098 plus the amount budgeted (but not actually expended) for staffing in calendar year 2023. Soley for purposes of illustration, if the amount budgeted (but not actually expended) for staffing in calendar year 2023 is \$250,000, then LCFR's 2024 operating budget shall be \$4,107,098.

SECTION 2. If any term contained in this Amendment conflicts with a term in the Agreement, this Amendment shall control.

[Signature Pages to Follow]

Dated this _____ day of _____, 2023

VILLAGE OF CHENEQUA

Jo Ann F. Villavicencio, Village President

Attest

Pamela Little, Village Clerk/Treasurer

Dated this _____ day of _____, 2023

VILLAGE OF NASHOTAH

Neil Gustafson, Village President

Attest

Cynthia Pfeifer
Village Administrative Director/Clerk/Treasurer

Dated this _____ day of _____, 2023

VILLAGE OF OCONOMOWOC LAKE

Michael, Bickler, Village President

Attest

Katelyn Vaughn, Village Clerk/Deputy Treasurer

Dated this _____ day of _____, 2023

VILLAGE OF WALES

Jeffery Flaws, Village President

Attest

Gail Tamez, Village Clerk/Treasurer

Dated this _____ day of _____, 2023

TOWN OF DELAFIELD

Edward Kranick, Town Chair

Attest

Dan Green, Town Administrator/Clerk/Treasurer

Dated this _____ day of _____, 2023

TOWN OF GENESEE

Sharon Leair, Town Chair

Attest

Meri Majeskie, Town Clerk

Dated this _____ day of _____, 2023

CITY OF DELAFIELD

Kent Attwell, Mayor

Attest

Molly Schneider, City Clerk