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Magalie Miller
Terri Mahoney-Ogden
Administrator
Dan Green

TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING TUESDAY, MARCH 26, 2024

6:30 PM

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

Prior to the start of the scheduled Town Board meeting there will be a public hearing to be held in front of the Town Board to solicit public input on a request by George Erwin, on behalf of owners, Kellen H. Wesson and Amy E. Thomas, et al, and The Robert G. and Ann B. Thomas Revocable Trust and Amy E. Thomas, et al, for annexation of parcels of land, generally located east of Glen Cove Road, North of CTH DR, and west of Elmhurst Road, also known as Tax Key parcels DELT0809-995, and DELT0811-999, into the Lake Pewaukee Sanitary District (LPSD). The regularly scheduled Town Board meeting will begin immediately following the conclusion of the public hearing.

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. January 23, 2024, Town Board Minutes
 - b. March 12, 2024, Town Board Minutes
6. Action on vouchers submitted for payment:
 - a. Report on budget sub-accounts and action to amend the 2023 or 2024 budget
 - b. 1) Accounts payable; 2) Payroll
7. Communications (for discussion and possible action):
 - a. Cassandra's Motorsports Special Event Permit
8. Unfinished Business: None
9. New Business
 - a. Discussion and possible action on the adoption of Resolution 24-667, a resolution to authorize the annexation of land into the Lake Pewaukee Sanitary District.
 - b. Discussion and possible action on Resolution 24-668, a resolution authorizing Town staff to place 4 additional "No Parking" signs on both sides of Edgewater Drive near Pewaukee Yacht Club.
 - c. Discussion and possible action on the renewal of a lease agreement with Wisconsin Hero Outdoors for the use of Fire Station #2, located at W329 S690 County Road C.
 - d. Discussion and possible action on the sale of a 2001 Sterling Plow Truck.
10. Announcements and Planning items
 - a. Spring Election & Presidential Preference: Tuesday, April 2, 2024 @7:00 AM – 8:00 PM
 - b. Town Board: Tuesday, April 9, 2024 @ 6:30 PM - CANCELLED
 - c. Annual Meeting of Electors followed by Town Board: April 16, 2024 @ 6:30 PM
10. 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
JANUARY 23, 2024 @ 6:30 PM

Video Link: <https://www.youtube.com/watch?v=n-smbEw2LFo&t=20s>

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 Michels, Supervisor Woelfle and Chairperson Kranick. Also present was Town Attorney Eric Larson, Engineer Tim Barbeau, and Administrator Dan Green.

Fourth order of business: Citizen Comments:

Judie Fiducci, W291N3796 Treeline Court, stated the Town is comprised of wide-open spaces and lower density. She explained that the family and developer asked to be treated differently and are not working for the benefit of the community. The developer is forcing the Town to put as many units on this property as they can. She explained that looking at the aerial photos, the surrounding neighborhoods do not match the proposed subdivision. The Town should have the prerogative of what it should look like and feel like. She stated the Thomas Family desire, and the County desire, should not supersede what the Town believes. Neumann's work is not lost, it can be put someplace else. The Thomas family has lived in the community for a long time, and know about open space planning. She asked the board to be fair and say no. She stated they elected officials representing the Town, not Waukesha County or the developer. There are other developers that would want to get ahold of the land, but are not willing to pay what the owner wants. This is all about open space. It was to protect the beautiful lake that people in the area enjoy.

Sue Knutson, N22W29072 Happy Hollow Ct, stated she grew up in Delafield her entire life, and has lived at her current property for 38 years. She stated this is too dense and not consistent with other Delafield neighbors. She went to school with the Thomas family. She stated it was a hard decision by the family to sell the property. She explained that Rob lives in the neighborhood near the farm, and Char lives in another municipality. This should be developed similar to other subdivisions. The neighborhoods that surround this property had the Town motto in mind. She urged the board to vote no, and listen to the neighbors. She asked it be zoned consistent to other properties in the Town. The project has become out of hand and the developers don't care about the traffic, wells, etc. She stated residents rely on the board to look out for them. She stated there is one individual on the board, and Plan Commission that she voted for on several occasions to represent her.

Celeste Keller, N16W29802 Brookstone Circle stated she moved here not thinking about the deer cranes, ducks, mallards. She stated she cannot tell the board what she has experienced since she has moved here. She reviewed different crime ratings in the area including the City of Pewaukee which scored a B-. 81% of all the properties in the City are less safe. She stated Delafield has a crime rating of C+. She stated that when the board says yes to the development, they are saying yes to her having to contest with 400 new neighbors. She explained the Town does not have a police department. The fire fighters have seen terrible things in the area. She stated that two officers were shot in the City of Delafield two years ago. They are no longer officers. On December 12th there was a high-speed chase in the area. She stated that crime will be irreversible.

George Irwin, attorney for the Thomas Family, stated they have been working on this for 5 years. He stated the Thomas family is not trying to maximize profit. They have spent 5 years going through this process. Two years ago, the Town adopted an ordinance. The ordinance was very restrictive. The Town Attorney added language to have the owners sign, because numerous property owners would have to deal with these restrictions. He stated these restrictions are more than anyone's property, sitting in this room. This project has more than 50% open space. The developer is not proposing anything that is above the parameters of what is in the ordinance. The reasonable expectation of the property owner when these conditions are imposed, if they meet these conditions, should be able to move forward with the development. He stated when we heard about wells, they found out through the well study, that the drawdown is less than the adjoining

properties. The infiltration is 94%, higher than the 90% required by the County. He urged the Town Board to follow their own controls. They followed those rules, it was time for the board to.

Denise Reese, N18W29054 Golf Ridge S., read a letter from Thomas Koepp, at LPSD. She stated page 2 of the letter on page 2, "Dewatering and drying out the clay soils will cause shrinkage and subsidence. Basement walls will crack, and dewatering is only a partial fix. In addition, the basements will most likely need radon mitigation systems installed. The better option is to require the construction of homes with larger garages and no basements." She also quoted the letter from Mr. Koepp, The WDNR well driller viewer indicates the wells in High Ridge and Golf Hills needed to be deep to achieve the necessary flows for "reasonable use". Shallow wells will also create a cone of depression in the shallow unconfined aquifer which will directly affect the wetlands and surface waters." She stated these issues need to be addressed before the rezoning of the site. Once rezoned, the development could leave homeowners with costly issues for years to come. She stated it obviously doesn't fit, and to vote "no".

Jim Frett, N19W29056 Golf Ridge N, stated this is a Town, not a City. He handed out a map with an overlay of the neighborhood with the current proposed plan. He stated the map helps to see the difference in the size of the lots. These lots are City size lots in the Town of Delafield. The development is double the density of the surrounding neighborhoods, and triple the average for the Town. Mr. Frett showed a bubble chart that shows the densities of other subdivisions in the Town. The bubble chart shows the average density for the past 50+ years is .483 units per acre. The current plan has 212 units with a density of 1.404.

Kathy Gutenkunst, N20W29668 E. Glen Cove Road, stated they are all tired. She stated she has been there since the beginning, including when the ordinance included light industrial along Glen Cove Road. In 2020 she marked it up the proposed ordinance, and Mr. Troy said she was right. That is when Waukesha County got involved. She stated she understands this property will be developed. The board has one chance to get this right. There are three subdivisions near this site, Dover Bay has .19 units/acre. One plan Commissioner asked where Dover Bay was. Siepmann's subdivision is .67 acres/unit. High Ridge is .87 units/acre. There is not another site in Waukesha County along I-94 with this density. This is for first time homeowners. The lowest price package will be \$500k to \$550k. If they sell 175 lots, at \$125k, that is \$21,875,000. LPSD recently got into the conversation. The Collier report asked them to mandate flow, and wells below the Michalek Shale.

Jerry Janzer, w307N1677 Shadowood Point, stated this is a citizen comment period, and was disappointed the board did not follow its own comment rules. He has been a resident for over 30 years. He represents real estate developers. He stated this is not the place for this development. He has represented people in front of this body and had more restrictions than this ordinance. He stated he has no problem with the developers. It is their job to protect the citizens. He stated he hears comments like, "We don't have a choice", "What are we going to do", and "I'm getting tired". No one has explained why they need this in the Town of Delafield. He stated he had never heard a reason other than not having a choice. From a legal standpoint, this is a classic example of spot zoning. The Town has not allowed this anywhere else. He stated he read all the studies, and there were good issues raised. He stated he was distressed about the lack of critical thinking. He thanked the board for the opportunity to talk. He said he has not heard a single person in favor.

Laurie Melius, W18W29926 Crooked Creek, stated she has an issue with the 8 lots at the end of Crooked Creek, and does not like this going through her subdivision. She stated she didn't want to see any of this development. She asked if the developer talked to the president of the association and how are they going to blend in with the subdivision. She stated they don't want this going through their subdivision.

Fifth order of business:

- a. Approval of the January 9, 2024, Town Board Minutes

Motion by Supervisor Michels to approve the January 9, 2024, minutes. Seconded by Supervisor Mahoney-Ogden. 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 Mahoney-Ogden to payment of checks #67241 - #67249 and checks #67253-#67292 in the amount of \$9,497,233.72, and payrolls dated January 19, 2024, in the amount of \$20,350.77. Seconded by Supervisor Miller. Motion passed 5-0.

Seventh order of Business: Communications:

a. Winter storm update

Jamie Formea stated the weather came through last weekend. At noon on Friday, WE Energies power was out at the Town Hall. They lost power at all three phases in the building. The generator provided backup power. This means they had emergency lighting, garage door access, and vital equipment. Everything else was dark. They ran that way for the night with 30 or so calls. Everything was normal through Saturday. Early on Sunday, the generator failed at around 4:45 AM, and everything was dark on the hill. The generator suffered a failure. They made contact with the crew and got the fire truck out of the bay. They made contact with the service contractor when they were called to a structure fire. Throughout the course of that day, they got an electrician on site and a rental generator. They hired a local electrician to come in and wire the rental. That is the condition the building is running on now. On Sunday, the power was restored at midday. At some points, they were running two of the three stages of power, where only half of the building was working. After the power loss, some systems had to be recovered including the software that manages door access. Fire crews were housed in the City overnight and came back the following day.

Chairman Kranick thanked Jamie Formea and Mark Hoppe for the work they did to resolve the issue while the station was without power for 37 hours. He also thanks the Highway Department who worked 70+ hours the week of the storm.

b. Lake Country Fire & Rescue Update

Chairman Kranick stated that the City voted to not go to referendum in 2024 for increased fire department funding. They will continue to offer 2% plus CPI increases to the budget for 2025.

c. Wisconsin Town's Association – Upcoming meetings

Chairman Kranick stated that Wednesday night there is a County Unit meeting for the Town's Association in Merton at 6:30 PM. There is also a District meeting in Juneau on February 2nd.

Eighth order of Business: Unfinished Business: None

Ninth order of Business: New Business:

a. Discussion and possible action on the following recommendations from the Plan Commission:

- i. Kenneth and Hildegard Becker, W298 N408 Kings Way, Re: Consideration and possible action on a request to approve a Certified Survey Map to combine two adjacent parcels into one parcel location at W298 N408 Kings Way. Tax Key Nos. DELT 823-013 and DELT 0823-998-009.

Engineer Barbeau stated this is a pretty simple CSM. The applicants own two adjacent properties. The lot line goes through the pool. They are looking at adding an accessory building and have to combine the two lots in order to do so. The CSM was reviewed, and had technical changes to make. There was an additional CSM submitted since then. There was a notation on lot 4 of the CSM with a name change for the property owner. He recommended approval with a revision date on the CSM of 1/23/2024. This will go to the City of Delafield for the extraterritorial plat review.

Motion by Supervisor Woelfle to approve the application from Kenneth and Hildegard Becker, W298N408 Kings Way, for a Certified Survey Map dated 1/23/2024, to combine two adjacent parcels into one parcel. Seconded by Supervisor Mahoney-Ogden. Motion passed 5-0.

- ii. Amy Thomas, et al, Re: Consideration and possible action on the adoption of Ordinance 2024-01, an ordinance to amend the zoning map of the Town of Delafield from A-1 Agricultural District to PDD No. 1 - Planned Development District No. 1 on the Thomas family properties located north of Golf Road, west of Elmhurst Road, south of the Lake Country Bicycle and Pedestrian Trail and the High Ridge East Addition No. 1 subdivision and east of Glen Cove Road that are in the Town of Delafield's zoning jurisdiction.

Link to PDD#1 rezone materials: <https://www.townofdelafield.org/plan-commission/pages/thomas-farm-rezone-documents>

Engineer Barbeau showed a map of the property. The areas being rezoned to the Planned Development District #1 (PDD) are the lands currently zoned A-1 in the Town's jurisdiction. There is County Shoreland zoning to the north. The aqua color will not change and are defined by wetland delineations. All other areas will be zoned under the PDD ordinance. The requested zoning amendment is in conformance with the land use plan. The zoning requires approval, conditional approval, or denial by the Town Board. The engineer's report lists the plans that are associated with the submittals. The application was reviewed as part of the PDD ordinance, and determined conformance with lot size and frontages. There will be other requirements when the applicant comes in for a building permit, such as offsets. The engineer went through each submission as it relates to the requirement of the PDD ordinance.

1. A General Development Plan drawing was submitted that proposes 212 units. The code allows 230 units.
2. Open Space and Natural Resources Protection Plan: No wetlands or environmental corridors will be disturbed, tree lines will be retained, and partial tree lines to be removed will be replaced. Various stands of trees on Outlot 6 will be preserved. The open space for the site is 49%.
3. Traffic Impact Analysis: A TIA was prepared, with 8 intersections being evaluated during peak hour traffic. The level of Service existing is A and B. Under proposed conditions, the level of service is A and B. The Wisconsin DOT and Waukesha County consider a level of service D or better to define acceptable peak hour operating conditions. Improvements required for traffic include turn and bypass lanes on Golf Road at the two new entrances.
4. Road access plan: There are four access points into the main subdivision, two off Golf Road, one off Elmhurst Road and one off Glen Cove Road. There is no direct east-west cut through. Separate access is provided by Crooked Creed for the eight lots to the west.
5. Sanitary Sewer: Per a letter dated May 22, 2023, from LPSD, they confirmed that the design capacity is 7 units per developable acre (110 acres) resulting in 770 persons. The projected population for the development is 583 people. LPSD has confirmed sufficient capacity in the existing pipe system and at the Fox River Pollution Control Center in Brookfield.
6. Water Study: The PDD ordinance requires that SEWRPC, WDNR and LPSD be consulted with regard to water table impacts. The study had to demonstrate that a private water supply will adequately serve the project and not adversely impact private wells or other natural resources. The study was completed and reviewed by SEWRPC, Waukesha County and LPSD. The finding included: the methodology used to calculate drawdown is the most widely used and accepted solution for calculating drawdown; the average draw down in the proposed development, assuming infiltration and groundwater recharge is estimated at 4 to 5 feet; the cumulative drawdown at the property line for developments to the east and west is estimated at 7 to 14 feet; the maximum drawdown is less than the natural groundwater fluctuation of 6 feet; flows of groundwater to Pewaukee Lake will be maintained.

7. Preliminary Stormwater Plan: A preliminary stormwater plan was reviewed by Waukesha County and concluded that the development will be able to meet the ordinance requirements, with ground infiltration to be 94% of the pre-development flow (90% required).
8. Bike and Pedestrian Plan: The developer has incorporated 10,200 linear feet (1.9 miles) of trails/paths. A paved path extends from Glen Cove Road to the Lake Country Trail. Natural walking paths extend from open space areas in the subdivision through the environmental corridor.
9. Active Recreation Plan: A one-acre public pocket park is included in the development at the westerly entrance to the subdivision off Golf Road. Amenities include a pickleball court, garden, picnic areas and benches.

Engineer Barbeau stated he recommends that the petition for a zoning amendment from A-1 to PDD No. 1 and the General Development Plan be approved based on these findings.

Bryan Lindgren from Neumann Developments stated he appreciated the 8 people making comments. These comments have been taken into consideration. He stated that there are no comments made for those people who are in favor, the people who are looking for homes and cannot find any available. There are people looking to buy a house who would love to live in the Town of Delafield. People who want to downsize their lot. He explained that this development has ample open space. 49% of the development is permanently preserved. He addressed the density arguments, and explained that they are proposing less units than are allowed by the PDD ordinance. He explained that everything is owner occupied. The conservation subdivision supports conservation of public utilities. Unfortunately, the LPSD letter was sent today, but they have been in formal conversations with LPSD and have addressed some of the concerns that were brought forward. He explained that some items in the letter are not under LPSD's authority, including basements. The water study continues to come up. The water study was completed by GZA, and was thoroughly reviewed by other studies. The Collier report was not. It is very important to understand that the water study was reviewed by the Town, County, and SEWRPC. The GZA study contains peer reviewed expert analysis. He explained they submitted a rezone application that is consistent with the comprehensive plan. The rezone is through a planned development district which are common, and are always unique to a property. This was done proactively, with studies being required. As a developer in the area, he stated they take this very seriously. As a Town resident, people will be proud, as this is well planned and well designed. He stated he looks forward to proving people wrong.

Supervisor Mahoney Ogden stated she was glad to talk about this, as they are not able to discuss this. She had a lot of questions starting with a few things on her mind. She stated she was opposed to spot zoning and what was done with this district. She is opposed to the 10,000 square foot lots, which is the opposite of everything they are about in the Town of Delafield. She explained that she asked Engineer Barbeau to give her information on density in other subdivisions. She stated this development has 152 acres with 212 units. She stated she went to Neumann opposed to the development. 174 lots are on 10,000 square foot lots. Zones 3 and 4 are all approximately 10,000 square feet. She stated she went to Pabst Farms over the weekend. She stated the subdivision had no character. She did not think the board should vote on the development because they did not have time to review it. She stated the report submitted by LPSD states homes need to have bigger garages. She explained that the neighbors have been saying they want to look like what is next to them. She also expressed concern about traffic. She stated she spoke to the engineer of the traffic study and asked why they did the study in February. She stated his response was that is when the State of Wisconsin does traffic studies. She said that she asked other people about that, and they had never heard of that. She stated the traffic study is not indicative of what traffic is. She said that maybe they need a round-a-bout at Glen Cove Road. She stated her last concern is regarding the studies. She referenced LPSD's letter and stated they should not be rezoning when they do not have their ducts in a row.

Supervisor Mahoney Ogden also stated that the Collier report shows conflicts with the GZA report. She asked the developer if they are willing to put in extra deep wells. She went on to say that the Town Board and Plan Commission do not have engineers. She stated she was disappointed that there were not more questions at the Plan Commission level. They assume everything is fine. She stated the Town has to have a guarantee, and questioned how they could rezone right now with there being too many inconsistencies. She explained that the Town had a former leader who opened up a can of worms. The former leaders for that would have said no to this development. She explained the board is different than it was then, and Ron Troy is not there anymore. She said Chairman Fitzgerald is bullying them, but they need to represent their people. The people have made it loud and clear. Yes, there is open space, but 10k square foot lots is not appropriate, especially with last-minute information. She stated the choices are to deny it all together, and come back with bigger lots, come up with a better plan, as they are going to protect Pewaukee Lake and sanitary district.

Supervisor Miller stated she felt uncomfortable moving forward. She saw no trust with the taxpayers and Neumann Development. She had not received one positive piece of feedback. She explained she ran for the board to represent the community and does not feel comfortable with so many unanswered details.

Supervisor Woelfle stated he would like to hear how they can force a property owner to rezone their property to R-1. The property owner still has the right to do with their property what they want. He asked them to look at what this proposed density was when the Town first started this ordinance. The property was zoned agricultural with commercial land use. The land use was not residential. That is the beginning of this problem. He stated that the Town asked them to move the line. When the Town started working on the ordinance in March of 2021 it was 900 units, and went down to 450, then to 306, and down to 260 in July of 2022. The board brought up 250 units which got applause, and now the proposal is at 212 units. This initial proposal was senior living, and multifamily mixed use. Now they are all single units, and they meet the density. These are all owner-occupied homes and meet the definition of low density. The implication that the Town hasn't done what it needs to do, taking into account traffic, sewer, stormwater, is not correct. Now the concern is the size of the lots. He explained there are 10,000 square foot lots all over. Pewaukee Lake has many 10,000 square foot lots. They predate the subdivisions that are here. He stated this is not my ideal picture of what we like to see, but If you shut it down, how do you move the needle, how are you going to make the property owner decide. That is the question I have asked, and no one can answer.

Supervisor Mahoney Ogden asked the developer why they do not have similar density to Woodridge. She stated the answer is always that it is right by the highway. She stated the Town does not need a small, tiny house just because it is by the highway. She asked what the difference was.

Supervisor Woelfle expressed concerns about what will happen next, given they have met the requirements of the ordinance. He questioned where this was going next. The developer passed the tests, and aligned what we have asked for. He expressed concern for what things may be coming based on the language around ACT 16, and zoning by right laws. He stated they cannot be sure what happens next.

Supervisor Mahoney-Ogden stated that Supervisor Woelfle was voting out of fear. Supervisor Woelfle stated he was not voting out of fear. He explained that the subdivision offers a lot open space and homes that are not priced at 1.25 million dollars. He saw this as an opportunity for livable homes. He stated he did not want to see for this site, what is happening a mile and a half down I-94.

Supervisor Michels stated the board doesn't get to talk about this and it's frustrating. He wished the board could have a more open dialogue. He stated there was a can of worms opened, back further, when it was given a commercial land use. That land use never fit, and opposed a site with a lot of Orthopedic Associates type structures. From 2021, since being involved, the Town has made great progress. This property no longer has the land use for business purposes. That was a gigantic win. He explained that since reading Supervisor Mahoney-Ogden's emails, her comment at the time, was this should be single family residential with condos and green space. He stated he wanted to hear her ideas of specifics, and referenced her saying that they are getting close. He questioned whether they were getting close, or if it's just a no for Supervisor Mahoney-Ogden. He stated that is a discussion we should have and vet out. He stated he was very happy since looking at correspondence, to see no apartment complexes or three-story buildings. Seeing this doesn't have senior living, if you are concerned with water and sewer, would be bad for the site. He stated he has voiced concerns about 10,000 square foot lots in the past. He stated that he lives on a much smaller lot. He stated, if I am not welcome in the Town, there are a lot of lots similar to his. He stated he was uncomfortable with the lot size, but grew as the number of units went down. He explained that when they were considering 250 or 260 units, someone could come here and have that number of units at 20k square feet. As the number came down to 230, he agreed. And now that they are at 212 units, his concern is lessened. It is a different style that doesn't necessarily maximize the site. He stated he went through the Village of Summit and saw strollers and walking paths. He stated he wanted to hear from the board. He stated he agreed with Supervisor Woelfle, that the site has been studied, and the lake effect has been studied.

Supervisor Mahoney-Ogden said the board needs to figure out if they meet the ordinance based on LPSD's correspondence. Supervisor Miller asked Supervisor Michels if he is saying people prefer smaller lots. Supervisor Michels stated there is a popularity to this walking space, conservation style subdivision. Supervisor Miller stated she disagrees and will not pretend to make comments based on what she thinks people want. Supervisor Mahoney-Ogden stated this was the Town of Delafield, not the City.

Chairman Kranick stated that the board has "Town of Delafield" this thing to death. He stated he received a lot of calls stating that they thought he was against this. He explained that in March of 2021, the ordinance had multi-family and senior uses. Chairman Troy asked him what density he wanted. Chairman Kranick replied at the time, with 250, and there was applause. Since then, the number was reduced to 230 units, and now it is down to 212. The density calculations of surrounding areas were thrown around, omitting certain areas. He stated that the Town needs some diversity in housing. There is no commercial, multi-family, or senior uses. He explained that, at the end of the day, our R-3 zoning can yield 240 units through a condo development. The big misnomer was the commercial land use.

Supervisor Mahoney-Ogden why not put another Orthopedic Associates on the site. She asked the developer why they do not put a Woodridge Estates on the site.

Matt Neumann introduced himself. He stated he has been doing this about 20 years. They have done 100 developments in 50 communities. The Woodridge meetings were much like this. It was at the old Town Hall building and there were even more people at that meeting. He stated they care about this community. He explained that Bryan Lindgren lives in the Town, and he lives adjacent to the Town. He stated, like Kathy said, he hopes we are still friends. They are not some out of state developer. They have been doing this for a long time. They have asked to do more studies than ever before, which is okay, considering this is a very sensitive project. They had a lot of debates about even entering into this project. They have been watching this for years. This property has been talked about for decades. He stated they have enough studies to answer technical questions. He stated they think this type of development is needed. The world is a little different. There is a market demand. We just did something similar in the Village of Summit. The

Town of Delafield is more desirable, especially for real estate development. That is why a 10,000 square foot lot supports a \$550,000 home. That is the reality. They didn't get involved until after the Town and Waukesha County spent years on the background of what the Town Board has talked about. Once there was a plan set, and they said they didn't want light industrial, multi-family and senior. They were on the sidelines until they found what the Town wanted to do. Once this master comp plan was updated, they brought this plan forward. They initially thought 250 homes would fit good on the site. The ordinance required a list of studies, and if those were done, the board would approve 230 units. He stated they met the requirements. The site will have \$1,000,000 homes to the north. He asked the board where the developer should go from here if they say no. Does it go back to industrial or commercial? He addressed the question by Supervisor Mahoney-Ogden on why they cannot do Woodridge on the site. He explained that Woodridge had a lot less developable land, with a lot more wooded area. He also stated the site was not on I-94. The traffic flow and sound on the southern half is drastically different than in Woodridge. He stated he is not as concerned about the noise as you go a little further north on the Thomas site.

Supervisor Mahoney-Ogden stated there are already homes along I-94. She also stated that 212 units and 80 units are significantly different. He made a comment about the market, stating maybe there is a market for these lots, but not in the Town of Delafield. It is not what the Town of Delafield stands for. She stated she does not want what is in Pabst Farms.

Supervisor Woelfle questioned in the traffic study, the impact of Golf and E. He asked if there was no service level change, and that is why it was not reviewed. Bryan Lindgren explained that the parameters of the traffic study are established by Waukesha County's Highway Department. The general nature is after passing through the directly affected intersections, the impact is less and less. Traffic studies are done year-round. Looking at the report, the intersections are rated by level A or B. That does not change post development. The impact to these intersections is not enough to change the level at the intersection. He stated that the study being done in March, does not make the study inaccurate.

Matt Neumann stated there is an assumption that the traffic is less in February than in March. Traffic times of the day are different in the summertime when kids are out of school. The traffic study says when there is new traffic, a study examines the impact. Whether it was 100 cars or 200 cars, the level is either A or B. The traffic is the impact on the existing condition. It is not going to change the existing conditions. It does not matter; the existing conditions are what they are. The new development will not have enough new traffic to change the impact.

Supervisor Mahoney-Ogden stated this is not a typical traffic study. Mr. Lindgren stated this is a typical traffic study. He explained that if it was done in summer, it does not take into account school traffic. That is why the DOT has blended traffic counts. He explained that they are not traffic engineers, and that is why they paid for the study. They did not pick a low traffic month to create a different result.

Chairman Kranick stated that if there is an existing problem, they need to address that with Waukesha County and start saving money to take care of those issues. He stated the traffic study was valid and met the requirements of the ordinance.

Ed, if there is an existing problem, we need to talk to the County and save money. The traffic study was valid and met the requirements of the ordinance. He stated the Town is getting a residential subdivision. Supervisor Woelfle stated he did not understand the objection to professional engineers. Supervisor Mahoney-Ogden stated the Collier report and the GZA report say different things. She stated it was based on hypotheticals, and no test wells were drilled on the site. Mr. Lindgren stated that 148 wells were reviewed for the GZA report. The Collier report reviewed zero wells. The two studies both said there was minimal impact to Pewaukee Lake.

Chairman Kranick stated that LPSD submitted a letter stating they can handle the sewer capacity. The Town has the information they need to move forward. Supervisor Mahoney-Ogden referenced the letter from Thomas Koepp from LPSD.

Chairman Kranick stated that the Plan Commission did their job and was thoughtful in allowing 10,000 square foot lot minimums. If there were less, there would be more condo units. They wanted to incentivize more single-family by allowing 10,000 square foot lots. Supervisor Woelfle stated there are plenty of 10,000 square foot lots. He stated he counted a third of the lots are 10,000 square feet to 11,000 square feet. More than half the lots are over 11,000 square feet. Every lot backs up to green space, not another lot. We can make these all 15,000 square foot lots, but less open space.

Matt Neumann stated, setting the emotions aside of lot sizes, they have been doing this a long time, and the buyers prefer open space vs. mowing. They could very easily have lots 15% larger and less open space. He stated if 212 units is not the problem, but you prefer to not have 10,000 square foot lots, do you think 12,000 square foot lots is better? If so, they could probably do that, and would add 20 feet to the back of the lot. He explained by doing that, the open space would shrink, and you would have less water recharge and infiltration. He referenced the letter from LPSD, which they received and responded to prior to the meeting. In the letter it says sub pumps should not be put in the sewer. He stated they agree, as that water should get infiltrated. He stated point number 4 is adhering to the grading plan. LPSD has regulation of stormwater sites. As far as well depths are concerned, he stated they have no idea how deep the wells are going to be. They don't know if they are going to be 100 feet or 400 feet. It could be substantially different 4 lots apart. That is the way groundwater works, you don't know until you drill the well. Point number 3 in the letter, he stated the developer cannot disturb the wetlands.

Supervisor Mahoney-Ogden asked what was magical about 12,000 square feet. What about 20,000 square feet? Mr. Neumann stated that under R-3 they could put a grid pattern of 240 homes, but no one would like it. Supervisor Mahoney-Ogden stated the Town's new subdivisions do not look like this. The old subdivisions do not look like this. Supervisor Michels stated this plan gives the Town fewer units than R-3 zoning. The objections he has heard are they have created a district that is different than the rest. R-3 zoning gives the Town no protections like the PDD does. Specifically, he mentioned the tree lines. He stated he has seen a lot of farm fields go to neighborhoods, and the best ones have nice tree lines. The pattern of it is designed around those tree lines. If the Town would rather have a grid with R-3 zoning this work is meaningless. That does not include trails and open space, and is a completely different process.

Supervisor Woelfle stated when this was voted on last year, the reason he voted on this is because it provided fewer units than typical R-3 zoning and did not require studies. They have, by approving this overlay, fewer units, testing, and preservation of green space. That was the deal when the board approved it. It was at 230 units, now they are at 212. Supervisor Mahoney-Ogden questioned by the Town is settling on 212 units. Supervisor Michels stated the property owner has to make an application for the land use and the zoning. The Town got them to change it from corporate uses and light industrial. The conversation moved quite a bit from there. They were looking at pollution impacts, and now about density. The landowner has to change the zoning. He stated Supervisor Mahoney-Ogden has been consistent with her opinion. He stated he wants to know if she is interested in a dialogue around this plan or is it always a no for her. He stated he is hearing a lot of "no" statements. He also stated he does not have discomfort based on the LPSD letter that was provided at 10:30 AM the day of the meeting. He stated why he received a letter this morning is beyond him. To recommend no basements he thought was bold, and does not understand where that is coming from. He stated he does not give pause to the letter.

Supervisor Mahoney-Ogden asked Neumann about the point in LPSD’s letter about drilling wells beneath the Maquoketa shale. Matt Neumann stated the GZA study is what they followed. It is site specific as to the well depths. The study was fully vetted by everyone that was involved.

He stated that at the end of the day the board can table it, turn it down, or vote yes. If the board tables it, he asked that they understand what other information is needed at this point. He stated what has been put forward meets the requirements of the district. If it is thrown out, it starts all over, but it does meet the requirements.

Supervisor Mahoney-Ogden moved to table the adoption of Ordinance 2024-01.

Chairman Kranick stated the motion failed due to lack of a second.

Motion by Supervisor Michels to approve the zoning amendment based on the following:

- *The request is in compliance with the Town Land Use Plan.*
- *The application is complete, and all information required by Section 17.04 (5)(R)4. b. has been submitted for review.*
- *Findings indicate that each of the GDP required submittal; materials identified in the PDD ordinance have been adequately addressed.*
- *The proposed development meets the PDD Statement of Intent.*
- *The General Development Plan (GDP) layout has been reviewed in light of the regulations within each subsection of Section 17.04 (5)(R) and have been found in compliance with the ordinance, subject to a detailed review when subdivision plats and construction plans are submitted for review and approval in accordance with normal Town review processes. Development of the subject property shall be in substantial conformance with the maps and studies identified in the GDP as follows:*

1,1A,1B,1C	12/22/2023	General Development Plan Drawing
2, 2A,2B	12/22/2023	Open Space and Natural Resource Protection Plan
3	12/22/2023	Road Access Plan
4	12/22/2023	Sanitary Sewer Plan
5	12/22/2023	Preliminary Stormwater Plan
6	12/22/2023	Bike and Pedestrian Plan
7	12/22/2023	Active Recreation Plan
L1 – L7	3/27/2023	Landscape Plan
	12/16/2023	Traffic Impact Analysis
	3/24/2023	Hydrogeologic Assessment Report
	7/14/2023	Response to SEWRPC Comments
	9/29/2023	Response to SEWRPC Comments
	12/21/2023	Groundwater Evaluation Summary

Seconded by Supervisor Woelfle.

Supervisor Mahoney-Ogden stated she felt like the board was letting down the people Supervisor Michels stated he asked if there were specific things in this plan to changed, and Supervisor Mahoney-Ogden opposed it as a whole. They have had developers say, “give us suggestions”. Supervisor Woelfle stated the developer got the tests and results, and it passed the tests. They have reduced the units to 212. He asked what concerns Supervisor Mahoney-Ogden was raising, specifically. Supervisor Mahoney-Ogden stated she wanted a signed guarantee, bonds, developer’s agreement, etc. Supervisor Michels explained that there will be a developer’s agreement. He said the Town is doing things backwards, in that we are requiring the studies prior to any rezone.

Supervisor Mahoney-Ogden stated the Town has one chance, and if they screw it up, they have screwed up. Supervisor Woelfle stated there are other developments that have done similar lot size, and they are fine. He asked the developer which is better for the lake, runoff from farmland, or residential greenspace. Mr. Lindgren stated residential green space is better. Supervisor Woelfle asked what the argument is. Supervisor Mahoney-Ogden stated the Town does not want little lots. She asked what the rush was in moving this forward. Supervisor Michels stated he is not interested in tabling this as he did not believe there is a magic piece of information or study that will move Supervisor Mahoney-Ogden to supporting this. Supervisor Mahoney-Ogden stated she was opposed to this particular development and asked them to get more creative.

Supervisor Woelfle stated the Town made a commitment to this density, based on supporting studies. Supervisor Miller stated the marketability should not matter in their decision. Chairman Kranick stated this has been a compromise by everyone. He has heard from a lot of people that this is a great plan. Supervisor Mahoney-Ogden stated the people that are not present will say, "why did you do that". Supervisor Mahoney-Ogden asked Eric if the Town Board should be afraid, as a driver, to approve this petition. Attorney Larson stated it is possible that the Town will get sued no matter the outcome.

Chairman Kranick called the question and asked Administrator Green to call the roll for a for a roll call vote:

Administrator Green began the roll call by calling for the vote of Supervisor Mahoney-Ogden. Supervisor Mahoney-Ogden stated she had made a motion to table, and felt that motion should be voted on. She made the motion again, and was seconded, but the motion to table was ruled out of order as the Board is in the process of voting. Attorney Larson explained that the initial motion failed due to lack of a second. There is a new motion to approve the ordinance, and the board is in the process of taking a roll call vote. Upon her failure to vote, Administrator Green called for the vote of Supervisor Miller, who also declined to vote. After receiving votes from Supervisors Woelfle and Michels and Chairman Kranik, Town Attorney Larson requested that Supervisor Green again call for the vote of Supervisors Mahoney-Ogden and Miller, which Administrator Green did. The result of the roll call vote was:

Supervisor Woelfle – Aye
Supervisor Michels – Aye
Chairman Kranick – Aye
Supervisor Mahoney-Ogden – Nay
Supervisor Miller – Nay

Motion to approve the rezone petition passed 3-2. Chairman Kranik announced the motion carried.

- i. Recommendation to Waukesha County on the request for rezoning lands from A-1 to R-3 Residential and a Planned Unit Development Conditional Use Permit for lands that are under Waukesha County zoning jurisdiction. Tax Key Nos. DELT0809-995; DELT0809-996 and DELT0811-999

Motion by Supervisor Michels to approve the rezone county lands from A-1 to R-3 and that the Residential Planned Unit Development be approved subject to the entire development following the conditions and requirements of the Town's PDD ordinance, based on the following:

- *The request is in compliance with the County Land Use Plan.*

- *The General Development Plan layout has been reviewed in light of the regulations within each subsection of Section 17.04 (5)(R) Planned Development District and has been found in compliance with the ordinance.*
- *Development of the subject property will be in substantial conformance with the maps and studies identified in the General Development Plan as follows:*

<i>Map No.</i>	<i>Date (latest revision)</i>	<i>Title</i>
<i>1,1A,1B,1C</i>	<i>12/22/2023</i>	<i>General Development Plan Drawing</i>
<i>2, 2A,2B</i>	<i>12/22/2023</i>	<i>Open Space and Natural Resource Protection Plan</i>
<i>3</i>	<i>12/22/2023</i>	<i>Road Access Plan</i>
<i>4</i>	<i>12/22/2023</i>	<i>Sanitary Sewer Plan</i>
<i>5</i>	<i>12/22/2023</i>	<i>Preliminary Stormwater Plan</i>
<i>6</i>	<i>12/22/2023</i>	<i>Bike and Pedestrian Plan</i>
<i>7</i>	<i>12/22/2023</i>	<i>Active Recreation Plan</i>
<i>L1 – L7</i>	<i>3/27/2023</i>	<i>Landscape Plan</i>
	<i>12/6/2023</i>	<i>Traffic Impact Analysis</i>
	<i>3/24/2023</i>	<i>Hydrogeologic Assessment Report</i>
	<i>7/14/2023</i>	<i>Response to SEWRPC Comments</i>
	<i>9/29/2023</i>	<i>Response to SEWRPC Comments</i>
	<i>12/21/2023</i>	<i>Groundwater Evaluation Summary</i>

Seconded by Supervisor Woelfle. Chairman Kranick called for a roll call vote:

Supervisor Mahoney-Ogden - Nay

Supervisor Miller – Nay

Supervisor Woelfle – Aye

Supervisor Michels – Aye

Chairman Kranick – Aye

Motion passed 3-2.

- b. Discussion and possible action on the purchase of an International plow truck chassis with outfitted hydraulic system, dump spreader with dual augers, install of plow, and additional equipment by Caspers Truck Equipment.

Administrator Green explained that during the winter storm, one of the plow trucks had two axles that were damaged. These repairs are being done. The truck that was initially expected to arrive in the summer was already on its way to Wisconsin. This pushed the timeline for approval to as soon as possible. He explained that there are funds in the Town's fund balance to pay for the remaining truck balance, outside of ARPA funds.

Motion by Supervisor Woelfle to approve the purchase of an International plow truck chassis, with outfitted hydraulic system, dump spreader with dual augers, installation of a plow and additional equipment by Casper Truck and Equipment. Seconded by Supervisor Mahoney-Ogden. Motion passed 5-0.

- c. Discussion and possible action on the adoption of an ordinance to create and establish a Municipal Court, to reflect the inclusion of the City of Delafield joining the Lake Country Municipal Court.

Chairman Kranick stated the Town is readopting the Ordinance to establish the municipal court because City of Delafield is joining.

Motion by Supervisor Woelfle to adopt an ordinance to create and establish a Municipal Court, to reflect the inclusion of the City of Delafield joining the Lake Country Municipal Court. Seconded by Supervisor Mahoney-Ogden. Motion passed 5-0.

Tenth order of Business: Announcements and Planning items

- a. Town Board: Tuesday, February 13, 2024 @ 6:30 PM
- b. Town Board: Tuesday, February 27, 2024 @ 6:30 PM
- c. Plan Commission: Tuesday March 5, 2024 @ 6:30 PM

Eleventh order of Business: Adjournment

Motion by Supervisor Woelfle to adjourn the January 23, 2024, Town Board meeting at 9:11 PM. Seconded by Supervisor Michels. Motion passed 5-0.

Respectfully submitted:

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

TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING
MARCH 12, 2024 @ 6:30 PM

Video Link: <https://www.youtube.com/watch?v=to1ve7wU8ok>

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 Miller, Supervisor Michels, Supervisor Woelfle and Chairperson Kranick. Also present was Administrator Dan Green.

Excused: Supervisor Mahoney-Ogden

Fourth order of business: Citizen Comments:

Michael Thurston, 1263 Mary Hill Circle, Hartland. He stated he is the Deputy DA in Waukesha County. He stated he is making his way around the county to talk about important things come August, safety. He stated the County is at an inflection point. Sue Opper is retiring, and he is one of three deputies of her deputies. The border does not stop on the eastern part of our county. Some of the issues the County is facing, that do not stop at Menomonee Falls, are human trafficking, internet crimes, and elder abuse crimes. There is a total breakdown of families and homes leading to stolen cars, and other crimes. He explained that as a Deputy DA he supervises the sensitive crimes unit. He has the endorsement of all law enforcement agencies in Waukesha County.

Fifth order of business:

- a. Approval of the February 27, 2024, Town Board Minutes

Motion by Supervisor Woelfle to approve the February 27, 2024, minutes. Seconded by Supervisor Miller. Motion passed 4-0.

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 approve amending the 2023 Budget to increase Other Financing Sources, "Transfer From ARPA Fund" (Account 10-49224) by \$308,108, and increase the Capital Outlays (Account 10-53310-810) by \$308,108. Seconded by Supervisor Woelfle. Motion passed 4-0.

Motion by Supervisor Woelfle to payment of checks #67416-#67420 and checks #67423-#67448 in the amount of \$643,221.22, and payrolls dated March 15, 2024, in the amount of \$15,488.93. Seconded by Supervisor Michels. Motion passed 4-0.

Seventh order of Business: Communications:

- a. LPSD annexation of Thomas Farm public hearing – March 26, 2024

Eighth order of Business: Unfinished Business

Ninth order of Business: New Business

- a. Discussion and possible action on the following recommendations from the Plan Commission:

- i. Tom Beaudry, 229 Lynndale Road, LLC, Re: Consideration and possible action on the Toy Box Condominium Plat and Declarations for Lake Country Toy Box vehicle storage facility located at N47W28229 Lynndale Road.

Engineer Barbeau explained that in front of them is a condominium plat. It is a little different than a subdivision plat. These are reviewed in a similar manner as a subdivision plat. The Plan Commission reviewed it, and gave a positive recommendation. A typical residential condo plat shows dimensions for each condo unit. This plat just has the location of the units and what one of the units looks like. This approval also includes the condo declarations. The declarations are a written document acting similar to deed restrictions, that identifies the operations. The Plan Commission recommended approval, 7-0. The Plan Commission had certain conditions to put on the development.

Engineer Barbeau highlighted some of the items listed in the condo declarations. He stated they have restricted the use to non-residential use. No business can be conducted in the units, and offices are allowed where customers visit. There is no storage of hazardous waste on the premises (excluding gasoline in the vehicles). The units are not to be used for personal overnight stays, and no garbage is allowed in the common areas outside the units. Engineer Barbeau explained that owner would like to have the option of outside AC units for some of the units. The language proposed would allow the AC units, but would be maintained by the unit owner, as well as the landscaping around each unit. The lease also referenced leasing. The Plan Commission allowed the declarant to lease up to 6 units, before they are sold. The declarations also have restrictions for owners of each unit and leasing options. These leasing restrictions allow for 12 units to be leased at any one time. There is language that allows a hardship exception, that is submitted to the board of the association, that could be granted. Staff have requested this be removed from the document. The Plan Commission recommended approval of the plat, subject to staff reviewing the declarations, so that they do not go against the Town code.

Supervisor Michels asked if the declarations are compliant with the Town code. Engineer Barbeau stated yes, but staff has asked the AC unit maintenance to be clarified, and that special exemptions for leasing be removed. Chairman Kranick stated they can move forward, contingent on Town staff working to make sure the declarations are completed. Engineer Barbeau stated that any substantial change may be sent back to the Town Board for approve. Supervisor Michels stated he does not want to burden the owner, but does not want to deviate from owner occupied condo units. Engineer Barbeau explained the true potential of the number of leased units is 18.

Supervisor Michels stated the current restrictions state they can have 6-to-12-month leases. Supervisor Miller asked if this was considered residential or commercial. Engineer Barbeau explained it is technically commercial condos, but there are no businesses that can operate.

Motion by Supervisor Michels to approve the Toy Box Condominium plat dated February 28, 2024, and, subject to the owner's acceptance of Town staff's recommended changes to the declarations. Seconded by Supervisor Woelfle. Motion passed 4-0.

- ii. Jacob Roy, W298N2808 Shady Lane, Re: Consideration and possible action on a Certified Survey Map to eliminate an internal lot line (lot combination) to clarify lot line location in anticipation of house improvements.

Engineer Barbeau explained this CSM was approved over a year ago. The applicant is removing a lot line that cuts through the driveway, in order to work on their home. The statutes required CSMs to be recorded within a year of approval, or they must be reapproved. The Plan Commission recommended approval to the Town Board, unanimously.

Motion by Supervisor Michels to approve the CSM dated January 30, 2024, subject to the surveyor addressing any outstanding review comments raised by the Town and County staff prior to execution. Seconded by Supervisor Woelfle. Motion passed 4-0.

- b. Discussion and possible action on the approval of vacation rental renewal licenses for KA Homes Investments, Kyle Miller, agent, for the property located at W304N2501 Maple Avenue, and Andy and Shala Fallon, for the property located at N28W29868 Oakwood Grove Road.

Motion by Supervisor Woelfle to approve vacation rental renewal licenses for the properties located at W304N2501 Maple Avenue, and N28W29868 Oakwood Grove Road. Seconded by Steve Michels. Motion passed 4-0.

Tenth order of Business: Announcements and Planning items

- a. Town Board: Tuesday, March 26, 2024 @ 6:30 PM
- b. Spring Election & Presidential Preference: Tuesday, April 2, 2024 @7:00 AM – 8:00 PM
- c. Town Board: Tuesday, April 9, 2024 @ 6:30 PM
- d. Annual Meeting of Electors followed by Town Board: April 16, 2024 @ 6:30 PM

Eleventh order of Business: Adjournment

Motion by Supervisor Woelfle to adjourn the March 12, 2024, Town Board meeting at 6:58PM. Seconded by Supervisor Woelfle. Motion passed 4-0.

Respectfully submitted:

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



Fee: \$50.00

TOWN OF DELAFIELD SPECIAL EVENT APPLICATION

I. ORGANIZATION INFORMATION

Name of Organization			
Street Address	City	State	Zip
Phone Number	Are you a 501(c)3 Organization?		Yes No
Event Contact Person (First & Last Name)			

II. EVENT INFORMATION

Name of Event	Date(s) of Event		
Event Start Time	Event End Time		
Location of Event			
a. Will your event take place in a residential neighborhood? <i>If yes, you will be required to notify all adjacent property owners of the event date and time.</i>			Yes No
b. Attach a detailed map/sketch of your event indicating the specific location, including a layout and a route, if applicable.			
c. Describe your event and its purpose (use separate sheet if needed).			
d. Will there be music on site?		Yes No	What times will music play? _____ am/pm
e. Will there be on site parking, confined to the location of the event?		Yes No	
If parking is not contained to site, provide a parking plan including: off site parking, shuttle information or right-of-way parking.			
f. How many people will be attending the event?		g. Will there be alcohol served?	
		Yes No	
h. Will there be vendors on site?		Yes No	
i. Does this event require portable toilets on site?		Yes No	

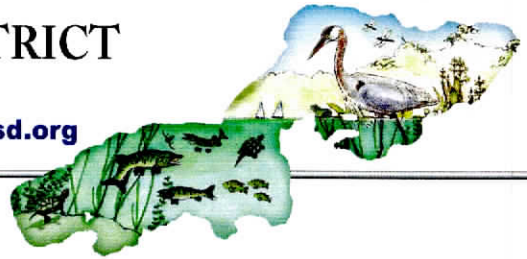
For Staff Review

Application Received By:			
Plan Commission Approval Required?	Yes No		
Town Board Approval Required?	Yes No		
Is this location allowed to hold special events under their plan of operation or conditional use permit?			Yes No
Highway Department Notified?	Yes No		
Police Department Notified?	Yes No		
Fire Department Notified?	Yes No		

LAKE PEWAUKEE SANITARY DISTRICT

N25 W27534 Oak Street • P. O. Box 111 • Pewaukee, WI 53072

(262) 691-4485 • Fax (262) 691-8096 www.lakepewaukeesd.org



February 28th, 2024

Town of Delafield Town Board
N14 W30783 Golf Road
Delafield, WI 53018

Re: Thomas Farm Annexation – DELT0811999 and DELT0809995

The Lake Pewaukee sanitary District received a letter from the Law Offices of George B. Erwin requesting the annexation of the tax key numbers DELT0809995, DELT0809996 and DELT0811999 also known as the Thomas Farm.

While the tax key number DELT080996 is already in the LPSD sewer District, the board reviewed the request of bringing in the additional other properties into the District.

At the February 20th, 2024, Lake Pewaukee Sanitary District Commission meeting the board approved the recommendation to annex the additional properties (DELT0811999 and DELT0809995) of the Thomas Farm into the Lake Pewaukee Sanitary Districts sewer service area.

If you have any questions, please contact our office.

Sincerely,

A handwritten signature in blue ink that reads "Thomas H. Koepp". The signature is fluid and cursive, with a prominent initial 'T'.

Thomas H. Koepp, P.E.
Manager
Lake Pewaukee Sanitary District

Cc: John Ruf - LPSD Commissioner
Joby Boland – LPSD Commissioner
Jennifer Barker – LPSD Commissioner

TOWN OF DELAFIELD
NOTICE OF PUBLIC HEARING
FOR
ANNEXATION TO LAKE PEWAUKEE SANITARY DISTRICT

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Town of Delafield Board of Supervisors on Tuesday, March 26, 2024, 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 by George Erwin, on behalf of owners, Kellen H. Wesson and Amy E. Thomas, et al, and The Robert G. and Ann B. Thomas Revocable Trust and Amy E. Thomas, et al, for annexation of parcels of land, generally located east of Glen Cove Road, North of CTH DR, and west of Elmhurst Road, also known as Tax Key parcels DELT0809-995, and DELT0811-999, into the Lake Pewaukee Sanitary District (LPSD).

For further 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
Edward Kranick, Chairman
W302 N1254 Maple Avenue
Delafield, WI 53018

Legal Notice to be published in the Waukesha Freeman on Tuesday, March 12, 2024, and Tuesday, March 19, 2024.

RESOLUTION NO. 24-667

**A RESOLUTION TO AUTHORIZE THE ANNEXATION OF LAND INTO THE LAKE PEWAUKEE
SANITARY DISTRICT BY THE TOWN OF DELAFIELD BOARD OF SUPERVISORS,
WAUKESHA COUNTY, WISCONSIN REGARDING THE THOMAS PROPERTY**

WHEREAS, George B. Erwin, has petitioned the Lake Pewaukee Sanitary District, on behalf of owners, Kellen H. Wesson and Amy E. Thomas, et al, and The Robert G. and Ann B. Thomas Revocable Trust and Amy E. Thomas, et al (hereinafter the "Petitioners"), to annex certain parcels of land known as Tax Key Nos. DELT0809.995, and DELT0811.999 more particularly described below into the LPSD (hereinafter the "Property"), and

WHEREAS, pursuant to Wis. Stats. Section 60.785(1)(b), LPSD has requested that the Town of Delafield Town Board add the Property to the LPSD, and

WHEREAS, Wis. Stats. Section 60.785(1)(b) directs the Town Board to use the procedure outlined in Wis. Stats. Section 60.71; and, and

WHEREAS, the Town Board received a letter dated February 28, 2024, from Thomas H. Koepp, Manager of the LPSD recommending approval of said annexation; and

WHEREAS, Wisconsin Statutes Section 60.71(3) requires the Petitioners, at least 15 days prior to the hearing, to provide a personal or surety bond to the Town Clerk, in an amount approved by the Town Board to pay all expenses of the Town Board proceedings if the land is not added to LPSD; and

WHEREAS, pursuant to Wis. Stats. Section 60.71(4), the Town Board of the Town of Delafield held a duly noticed public hearing on Tuesday, March 26, 2024, which was within 30 -days of receipt of the petition, and notice of the hearing was provided to the Wisconsin Department of Safety and Professional Services and the Wisconsin Department of Natural Resources at least 10 days prior to the hearing; and

WHEREAS, access to sanitary sewer service is readily available, and upon the close of the public hearing, the Town Board finds that the addition of the Property to the LPSD will be a benefit to the health, general welfare, and safety of the residents of the Town of Delafield.

NOW, THEREFORE, BE IT RESOLVED the Town Board of the Town of Delafield does resolve as follows:

SECTION 1: The following Property is hereby annexed and made part of the LPSD and is subject to all rules and regulations of said district:

All that being a part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 23, in Town 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northwest corner of said Southwest 1/4, thence South 88°51'15" East along the North line of said Southwest 1/4 Section, 2681.40 feet to the Southwest corner of the Northeast 1/4 Section; Thence North 89°21'41" East along the South line of the Northeast 1/4 Section, 1336.50 feet to the East line of the East 1/2 of the Northeast 1/4 of said Section and the place of beginning of the lands hereinafter described.

Thence North 01°05'59" West along said East line, 1220.40 feet to the South line of a W.E.P.C.O. Right-of-Way; Thence North 88°50'36" East along said South line, 699.31 feet to a point on the West Right-of-Way of "Elmhurst Road"; Thence South 00°34'32" West along said West line, 1226.96 feet to a point on the South line of said Northeast 1/4 Section; Thence South 89°21'41" West along said South line, 25.26 feet to a point; Thence South 00°33'48" West along the West Right-of-Way of "Elmhurst Road", 116.68 feet to a point; Thence Southeasterly 446.63 feet along the arc of a curve whose center lies to the East, whose radius is 1196.28 feet, whose central angle is 21°23'28" and whose chord bears South 10°07'56" East 444.04 feet to a point; Thence South 13°45'04" East along the West Right-of-Way of "Elmhurst Road", 451.55 feet to a point on the North Right-of-Way of "Interstate "94""; Thence South 73°59'23" West along said North line, 846.37 feet to a point; Thence South 87°20'08" West along said North line, 10.38 feet to a point on the West line of the West 1/2 of the Southeast 1/4 of said Section; Thence North 00°04'04" East along said West line, 1219.20 feet to the point of beginning.

Also including all that being a part of the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 23, in Town 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northwest corner of said Southwest 1/4, thence South 88°51'15" East along the North line of said Southwest 1/4 Section, 1345.64 feet to the place of beginning of the lands hereinafter described.

Thence North 88°51'15" East along said North line, 1335.76 feet to the Northeast corner of said Southwest 1/4 Section; Thence North 89°21'41" East along the North line of said Southeast 1/4 Section, 1336.50 feet to a point on the East line of the East 1/2 of said Southeast 1/4 Section; Thence South 00°04'04" West along said East line, 1219.20 feet to a point on the North Right-of-Way of "Interstate "94""; Thence South 87°20'08" West along said North line, 878.98 feet to a point; Thence Westerly 168.94 feet along the arc of a curve whose center lies to the North, whose radius is 23,123.33 feet, whose central angle is 00°25'06" and whose chord bears South 87°07'34" West 168.94 feet to a point; Thence North 87°44'18" West along said North line, 253.63 feet to a point; Thence Westerly 1214.05 feet along the arc of a curve whose center lies to the South, whose radius is 23,148.33 feet, whose central angle is 03°00'18" and whose chord bears South 84°47'22" West 1213.91 feet to a point on the East Right-of-Way of "Glen Cove Road"; Thence North 48°47'43" West along said East line, 166.11 feet to a point; Thence North 00°03'57" West along said East line, 60.72 feet to a point; Thence South 89°56'03" West along said East line, 35.00 feet to a point; Thence North 00°03'57" West along said East line, 1157.05 feet to the point of beginning.

SECTION 2. The Petitioners paid the bond amount of \$0.00 at least 15 days prior to the hearing held by the Town Board.

SECTION 3. Pursuant to Wis. Stats. Section 60.71(6)(b) the Town Board has determined that:

- The work is necessary to provide public sanitary sewer to the unimproved lots;
- The public health, safety, convenience and welfare will be promoted by the addition of the Property to the LPSD; and
- The Property will benefit by annexing into the LPSD.

SECTION 4. By adoption this of Resolution, the Town Board orders the Property to be included in the boundaries of the LPSD.

PASSED AND ADOPTED by the Town Board of Electors of the Town of Delafield, Waukesha County, Wisconsin this 26th day of March, 2024.

TOWN OF DELAFIELD

Edward Kranick, Town Chairman

ATTEST:

Dan Green, Administrator-Clerk/Treasurer

From: dquiram@wi.rr.com
To: [Magalie Miller](mailto:Magalie.Miller); ["Tim.Barbeau@raSmith.com"](mailto:Tim.Barbeau@raSmith.com); [Dan Green](mailto:Dan.Green); ["mkubisiak@waukeshacounty.gov"](mailto:mkubisiak@waukeshacounty.gov); [Edward Kranick](mailto:Edward.Kranick); ["ericgoodv15@gmail.com"](mailto:ericgoodv15@gmail.com)
Subject: Pewaukee Yacht Club Signage on Edgewater Drive No parking signs
Date: Wednesday, March 13, 2024 2:18:19 PM
Attachments: [PYC Edgewater Signing 02262024 plss.pdf](#)

Town of Delafield...

The Pewaukee Yacht Club (PYC) is reaching out to the Town of Delafield to propose a plan for additional signage along our properties on Edgewater Drive. The purpose of the addition of signs is to address the congestion and traffic on this road and the safety of our membership while at the club. The town has recently replaced the existing "No Parking" signs with fresh signs and we thank you.

The PYC feels with the addition of signage placed where we have seen issues with cars pulling to the side of the road for pickup & drop off and the parking of cars & boats in between "No Parking" signs would allow a safer experience for all.

In a communication back in August of 2023 the PYC was informed, "Based on the code, Don can put up the signs if authorized by the Town Board. I would suggest that the Board consider a Resolution if they want No Parking signs in a certain location so that it is properly documented." Attached is a GIS picture with existing signage and new proposed signage. On the picture we have located the new signs where we feel would be the most beneficial for the PYC and the neighbors on Edgewater Drive. (4) New posts with "No Stopping, Standing or Parking" and (1) post has a sign "Pick up and Drop Off Area with an arrow pointing to the south".

What would be the next steps the PYC can take to help have this request reviewed and get to the Board for consideration as a Resolution? What is the protocol for who is responsible for the cost of the signs, posts, and installation?

Please take a look and let me know if an in person conversation, telephone chat, or presentation to the Board is needed for clarification.

Respectfully,

Dan Quiram, PYC Commodore, 262-370-6775

MC 2621 Whistle'n, V-59 SpicE

Working to "promote inland lake scow racing on Pewaukee Lake for all."

From: "magalie miller"
To: "dquiram@wi.rr.com"
Cc:

Sent: Monday August 7 2023 9:27:21AM
Subject: Fwd: No parking signs

Good morning Dan,
Please advise after reading the emails below. Thank you.
Magalie.

Get [Outlook for iOS](#)

From: Dan Green <dgreen@townofdelafield.org>
Sent: Monday, August 7, 2023 9:22 AM
Subject: FW: No parking signs

See Tim's response below regarding no parking signs. We would want to follow this process, as we have had issues in the past of people asking for No Parking signs, and other types of signs. This way the Town can formalize it via the adoption of a Resolution.

Dan Green, CMC/WCMC
Administrator - Clerk/Treasurer
Town of Delafield
W302N1254 Maple Avenue
Delafield, WI 53018
PH: (262) 646-2398
Email: dgreen@townofdelafield.org

From: Barbeau, Tim <Tim.Barbeau@raSmith.com>
Sent: Monday, August 7, 2023 9:12 AM
To: Dan Green <dgreen@townofdelafield.org>; McKenzie Kubisiak <mkubisiak@waukeshacounty.gov>
Cc: Don Roberts <droboterts@townofdelafield.org>
Subject: RE: No parking signs

Based on the code section below, Don can put up the signs if authorized by the Town Board. I would suggest that the Board consider a Resolution if they want No Parking signs in a certain location so that it is properly documented.

Tim G. Barbeau, P.E., P.L.S., Associate
Town of Delafield Engineer
16745 West Bluemound Road, Brookfield, WI 53005-5938
direct: 262-317-3307
fax: 262-781-8466

From: Dan Green <dgreen@townofdelafield.org>
Sent: Monday, August 7, 2023 8:41 AM
To: McKenzie Kubisiak <mkubisiak@waukeshacounty.gov>; Barbeau, Tim <Tim.Barbeau@raSmith.com>

Cc: Don Roberts <droboters@townofdelafield.org>

Subject: FW: No parking signs

See the request from Magalie below. McKenzie or Tim, are we able to put no parking signs on that road? I would assume so, but just want to make sure I'm not missing something, either in our code or from the Sheriff's side of things.

Dan Green, CMC/WCMC
Administrator - Clerk/Treasurer
Town of Delafield
W302N1254 Maple Avenue
Delafield, WI 53018
PH: (262) 646-2398
Email: dgreen@townofdelafield.org

From: Magalie Miller <mmiller@townofdelafield.org>

Sent: Saturday, August 5, 2023 11:23 AM

To: Dan Green <dgreen@townofdelafield.org>

Cc: Edward Kranick <ekranick@townofdelafield.org>

Subject: No parking signs

Hi Dan,

It was brought up to my attention that we might need a couple No parking signs on the road surrounding the grounds of the Pewaukee Yacht Club.

We're dealing with non-club members who are parking their Vehicles and trailers where they're not supposed to.

Please let me know how can we can go about getting those signs.

Thank you.

Magalie.

Get [Outlook for iOS](#)



Existing Signs:
SNS
No Parking Any Time
Not A Thru Street

Existing Signs:
STOP
No Parking Any Time

NEW
NO STOPPING STANDING PARKING

Existing
NO PARKING THIS SIDE

NEW
NO STOPPING STANDING PARKING
DROP-OFF PICK-UP AREA

Existing
NO PARKING THIS SIDE

NEW
NO STOPPING STANDING PARKING

Existing
NO PARKING

Existing
NO PARKING

NEW
NO STOPPING STANDING PARKING

Existing
NO PARKING THIS SIDE

**Pewaukee Yacht Club (PYC)
Edgewater Drive
Proposed Signing Updates**

Exhibit 1

RESOLUTION NO. 24-668

A RESOLUTION TO AUTHORIZE THE TOWN STAFF TO PLACE 4 ADDITIONAL NO PARKING SIGNS ON BOTH SIDES OF EDGEWATER DRIVE NEAR PEWAUKEE YACHT CLUB

WHEREAS, staff received a request to add 4 additional “No Parking” signs along the north and south side of Edgewater Drive, adjacent to the property located at N22W28204 Edgewater Drive, tax keys DELT0813-007 and DELT0772-027, and

WHEREAS, the Waukesha County Sheriff’s Office and the Town of Delafield Municipal Code requires Town Board approval in order to install new signage, and

WHEREAS, the Town Board has determined that additional “No Parking” signs would not be a detriment to the residents of the Town of Delafield, and

WHEREAS, the Town Board would support the installation of 4 additional “No Parking” signs, with the cost of purchasing and installing said signs being paid for by the Pewaukee Yacht Club.

NOW, THEREFORE, BE IT RESOLVED the Town Board of the Town of Delafield hereby orders the installation of 4 “No Parking” signs at the map location as indicated by the Pewaukee Yacht Club, with 2 signs on the north side of Edgewater Drive, and 2 on the south side of Edgewater Drive, in the right-of-way adjacent to the properties owned by Pewaukee Yacht Club.

PASSED AND ADOPTED by the Town Board of Electors of the Town of Delafield, Waukesha County, Wisconsin this 26th day of March 2024.

TOWN OF DELAFIELD

Edward Kranick, Town Chairman

ATTEST:

Dan Green, Administrator-Clerk/Treasurer

COMMERCIAL LEASE

In consideration of the mutual promises and covenants contained in this Lease, Town of Delafield (the "Landlord") and Wisconsin Hero Outdoors, a 501c3 company (the "Tenant") agree as follows:

1. **PREMISES.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the following premises in the building located at W329 S690 County Road C, Delafield, WI 53018 (the "Building") (the "Premises").

2. **ACCEPTANCE AND DELIVERY OF PREMISES.** Except as expressly set forth herein, Tenant agrees to accept the Premises "AS IS" and Landlord shall not be required to perform any work or otherwise improve the Premises prior to the commencement date of this Lease. Landlord shall deliver the Premises to Tenant with all mechanical systems in good working order.

3. **COMMON AREAS.** Tenant shall be entitled to the reasonable nonexclusive use of the common areas within or serving the Building, all as they may from time to time exist, but such use shall be subject to such rules and regulations as Landlord may from time to time adopt governing the same. Landlord may amend the rules and regulations during the term. Landlord reserves the right to reduce, increase or otherwise change from time to time the configuration, size, location, and nature of the common areas. Landlord shall have the right to allow the Town of Delafield Fire Department use outside structure for training and the current Deer Management program shall be able to continue on the land east of the Premises.

4. **TERM.** The term of this lease shall be for three (3) years commencing on April 1, 2024, and expiring at midnight on March 31, 2027.

5. **RENT.** Tenant agrees to pay, without prior demand and without deduction or set-off, rent for the Premises of \$2,125.00 per (month) payable as follows: On or before the first (1st) of every month. All rent shall be paid to Landlord or its authorized agent, at the following address: Town of Delafield, W302N1254 Maple Avenue, Delafield, WI 53018 or at such other place as may be designated by Landlord from time to time.

6. **UTILITIES AND SERVICES.**

Check if paid by:	Landlord	Tenant
Electricity	_____	_____X_____
Gas	_____	_____X_____
Heat	_____	_____X_____
Air Conditioning	_____	_____X_____
Sewer, Water	_____	_____X_____
Janitorial	_____	_____X_____
Snow Removal	_____X_____	_____
Grass Cutting	_____X_____	_____

No interruption, curtailment or suspension of utility service shall be deemed an eviction or render Landlord liable to Tenant for damages or relieve Tenant from the full and complete performance of all of Tenant's obligations under this Lease.

7. **USE.** The Premises shall be used and occupied only for training, administration, vehicle storage, open house events, gardening and for no other purpose without the prior written consent of Landlord. Tenant will not use the Premises in any manner that may increase the insurance risk or prevent the obtaining of insurance. Landlord reserves the right to access the leased property, at any time, with or without notice, to ensure that said property is being used in compliance with applicable laws and this lease. The Landlord also reserves the right to utilize the land surrounding Fire Station 2. Use of the parcel may include, but is not limited to, the placement of deer hunting stands, parking location for hunters and the use of the property for bow hunting,

8. MAINTENANCE AND REPAIR.

Landlord's Obligations. Tenant shall, at its expense, maintain in good condition and repair the Building (exception – structure, and roof to be Landlord's responsibility) the common areas and the mechanical systems including the heating, ventilating, plumbing and electrical systems serving the Premises. However, Tenant shall not be liable for repairs (including replacement of parts and equipment) which in any one instance cost more than \$500.00. Landlord shall not be liable for any failure to make any repairs or to perform any maintenance. There shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building, including the Premises. The Town will provide snow removal for days when the Highway Department is salting/plowing for appropriate snow accumulation.

(a) Tenant's Obligations. Tenant shall maintain in good condition and repair all portions of the Premises and the fixtures and equipment therein not expressly the responsibility of Landlord. Tenant shall reimburse Landlord for all repairs to the Premises or to the Building which are made necessary as a result of any misuse or neglect by Tenant or any of its officers, agents, employees, contractors, licensees or invitees.

9. ADDITIONAL COVENANTS OF TENANT.

(a) Signs. Tenant agrees not to place any signs upon the Building or the land on which it sits or the Premises or any lettering on the windows or doors thereof except pursuant to Landlord's prior written consent and approval by the Town of Delafield.

(b) Compliance with Laws. Tenant agrees to comply with all laws, orders, ordinances and regulations and with any direction made pursuant to law of any public officer, relating to Tenant's use of the Premises.

(c) Surrender. Tenant agrees upon the termination of this Lease for any reason, to remove Tenant's personal property and trade fixtures and those of any other persons claiming under Tenant, and to quit and deliver up the Premises to Landlord peaceably and quietly in as good order and condition as the same are at the commencement of this Lease or thereafter may be improved by Landlord and Tenant, reasonable use and wear expected.

(d) Hazardous Substances. Tenant agrees not to use, dispose or store or permit the use, disposal or storage of any hazardous substances or materials at the Premises or Building; except as needed in the ordinary conduct of Tenant's business and in compliance with all applicable laws, regulations and ordinances. Hazardous substances or materials means any hazardous waste, substance or toxic material regulated under any local, state or federal environmental laws or regulations applicable to the Building or Premises.

10. INSURANCE. During the term of this Lease, Tenant shall keep in full force and effect, at its expense: (a) a policy of commercial general liability insurance covering the Premises, and operations, with a combined single limit of not less than \$1,000,000.00 (or such higher amount as Landlord may from time to time require); and (b) insurance against fire, vandalism, malicious mischief, and such other perils as are from time to time included in a standard extended coverage endorsement, insuring Tenant's merchandise, trade fixtures, furnishings, equipment and all other items of personal property of Tenant located on or within the Premises, in an amount equal to not less than their full replacement value. All policies of insurance to be carried by Tenant shall: (a) name Landlord, any other parties in interest designated by Landlord and tenant as additionally insureds, on a primary, noncontributory basis, with a waiver of subrogation for general liability; (b) contain such endorsements as Landlord may from time to time require; and (c) shall be in form and substance reasonably satisfactory to Landlord. A copy of the paid-up policies evidencing such insurance or certificates of insurers shall be delivered to Landlord prior to the commencement date of this Lease and upon renewals not less than 10 days prior to the expiration of such coverage.

11. WAIVER OF SUBROGATION. Notwithstanding anything in this Lease to the contrary, neither Landlord nor Tenant shall be liable to the other for loss arising out of damage or destruction of the Premises, the Building or other improvement, or personal property or contents therein if such damage or destruction is caused by a peril included within a standard form of fire insurance policy, with full extended coverage endorsement added, as from time to time issued in Wisconsin, to the extent that proceeds from such insurance are realized. Each party shall carry insurance on its own property pursuant to the terms and conditions of this Lease, and each party shall look to its insurer for reimbursement of any loss, and the insurer involved shall have no subrogation rights against the other party. Each party shall advise its insurance company of this release and such policy shall, if necessary, contain a waiver of any right of subrogation by the insurer against the other party.

12. DAMAGE OR DESTRUCTION. In case of damage to the Premises or the Building by fire, vandalism, malicious mischief or any other casualty, Landlord shall (unless this Lease shall be terminated as hereinafter provided) diligently proceed to make all the repairs necessary to restore the Premises (excluding any property of Tenant or improvements installed by Tenant) and the Building to the condition in which they existed immediately prior to such destruction or damage subject to delays which may arise by reason of adjustment of loss under insurance policies and delays beyond the reasonable control of Landlord. To the extent that the Premises are rendered untenable, the rent shall proportionately abate. If more than 25% of the square footage of the Premises and/or Building are damaged or destroyed, Landlord may terminate this Lease upon written notice to Tenant within 60 days of the date of such damage, in which event this Lease shall terminate as of the date of such damage, the rent shall be adjusted to the date of such damage and Tenant shall promptly vacate the Premises.

13. INDEMNIFICATION. Tenant shall defend and indemnify Landlord and save it harmless from and against any and all liability, damages, costs, or expenses, including attorneys' fees, arising from any act, omission or negligence of Tenant or its officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors in or about the Building or Premises, or arising from any default under this Lease by Tenant. In no event shall Landlord be liable to Tenant for any damage to the Premises or for any loss, damage or injury to any property of Tenant occasioned by bursting, rupture, leakage or overflow of any plumbing or other pipes (including without limitation, water, steam or refrigerant lines), sprinklers, tanks, drains, drinking fountains or washstands, the failure of any systems or facilities in the Premises or the Building. Landlord shall not be liable for any loss or damage to person or property sustained by Tenant which may be caused by theft, or by vandalism, or by an act or neglect of any tenant or occupant of the Building.

14. IMPROVEMENTS AND ALTERATIONS. Tenant may not make alterations or improvements ("Improvements") to the Premises without the prior written consent of Landlord. Improvements shall be made at Tenant's sole cost and any contractor must first be approved by Landlord. Tenant shall promptly repair any damage and perform any necessary cleanup resulting from any Improvements. All Improvements (except trade fixtures, furniture and equipment belonging to Tenant which are removable without causing damage to the Building) shall be Landlord's property and shall remain upon the Premises, all without compensation to Tenant. Tenant agrees not to create, incur, impose or permit any lien against the Premises or Landlord by reason of any Improvement and Tenant agrees to hold Landlord harmless from and against any such lien claim. At its expense, Tenant shall cause to be discharged, within ten days of the filing thereof, any construction lien claim filed against the Premises or the Building for work claimed to have been done for, or materials claimed to have been furnished to, or on behalf of the Tenant.

15. EMINENT DOMAIN. In the event the entire Premises or Building are lawfully condemned or taken in any manner for any public or quasi-public use or purpose, or sold or conveyed in lieu of condemnation, this Lease shall terminate as of the date of such taking or conveyance and rent shall be prorated to such date. In the event only a portion of the Premises or Building is taken or conveyed, the rent shall be equitably adjusted, unless Landlord or Tenant shall elect to terminate this Lease as of the

date of such taking or conveyance, provided Tenant's right to terminate this Lease as a result of a partial taking otherwise affecting the Building, if such partial taking materially affects the conduct of Tenant's business from the Premises. Tenant may terminate this Lease upon written notice thereof within 30 days of such taking or conveyance. Landlord shall notify Tenant of such equitable adjustment or its election to terminate this Lease within 60 days of such taking or conveyance. Tenant shall have no interest in any award resulting from a taking except for moving expenses.

16. ASSIGNMENT AND SUBLETTING. Tenant shall not voluntarily, involuntarily or by operation of law assign, transfer, mortgage or encumber this Lease, nor sublet the whole or any part of the Premises without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld.

17. DEFAULT BY TENANT AND RIGHT OF LANDLORD.

(a) Defaults. If Tenant (i) fails to pay any installment of rent or other charges hereunder when due, or (ii) fails to perform any other covenant, term, agreement or condition of this Lease, then, Landlord, in addition to all other rights and remedies available to Landlord at law or equity or by other provisions hereof, may, immediately re-enter the Premises and remove all persons and property, and, at Landlord's option, terminate this Lease or terminate Tenant's right to possession of the Premises without terminating the Lease. Tenant further agrees that in case of any such termination Tenant will indemnify Landlord against all loss of rents and other damage which Landlord may incur by reason of such termination, including, without limitation, reasonable attorneys' fees.

(b) Right of Landlord to Cure Defaults. If Tenant shall default in the observance or performance of any term or covenant of this Lease, or if Tenant shall fail to pay any sum of money, other than rent required to be paid by Tenant hereunder, Landlord may, without waiving or releasing Tenant, remedy such default at the expense of Tenant, immediately and without notice in case of emergency, or in any other case after notice and expiration of any applicable cure period. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection with Tenant's default including, but not limited to, attorneys' fees, Tenant shall pay to Landlord as additional rent such sums paid or obligations incurred, with costs and interest at the rate of 18% per year.

(c) Unpaid Sums. Any amounts owing from Tenant to Landlord under this Lease shall bear interest at the annual rate of 12% calculated from the date due until the date of payment.

18. ESTOPPEL CERTIFICATE. Within ten (10) days after written request from Landlord, Tenant shall execute, acknowledge and deliver to Landlord an estoppel certificate in form and content acceptable to Landlord.

19. SUBORDINATION. This Lease, and the term and estate hereby granted, and all of the rights of Tenant hereunder, are subject and subordinate to any underlying leases and the liens of any mortgage of mortgages now or hereafter in force against the Building and/or the land on which it sits, as well as to any and all zoning laws, ordinances and regulation, conditions and agreements affecting said real estate at any time, and Tenant shall execute such further instruments subordinating this Lease to the lien or liens of any such lease or mortgage as shall be requested by Landlord.

20. QUIET ENJOYMENT. Landlord covenants that if Tenant shall pay the rent and observe and perform all the terms, covenants and conditions of this Lease on its part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises subject to the terms and conditions of this Lease.

21. MISCELLANEOUS PROVISIONS.

(a) Heirs and Assigns. This Lease shall inure to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.

(b) Non-Waiver. Waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition of this Lease.

(c) Entire Agreement. This Lease contains all covenants and agreements between Landlord and Tenant relating in any manner to the Premises and the Building. No prior agreements or understanding pertaining thereto shall be valid or of any force or effect. This Lease shall not be altered, modified or amended except in writing signed by Landlord and Tenant.

(d) Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

(e) Notices. All notices which Landlord or Tenant may be required, or may desire, to serve on the other may be served by personal service or by mailing by registered or certified mail, postage prepaid, at such address as the parties may from time to time designate to the other in writing. The time of rendition of such notice shall be deemed to be the time when the notice is either personally delivered or deposited in the mail as herein provided.

(f) Time is of the Essence. Time is of the essence as to the payment of rent and the performance of all other obligations of Tenant under this Lease.

22.

Dated this _____ day of _____, _____ .

Address:
W302 N1254 Maple Avenue
Delafield WI 53018

LANDLORD: Town of Delafield

BY _____

(Attest:)

TENANT: Wisconsin Hero Outdoors,
a 501c3 Company

Address:
W329 S690 County Road C
Delafield, WI 53018

BY _____

(Attest:)
