

A PERFECT ENVIRONMENT

Residential ♦ Recreational ♦ Responsible

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

**TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING  
TUESDAY, MAY 8, 2018 - 7:00 P.M.  
DELAFIELD TOWN HALL – W302 N1254 MAPLE AVENUE, DELAFIELD, WI**

**AGENDA**

1. Call to Order
2. Pledge of Allegiance
3. Citizen Comments – During the Public Comment period of the agenda, the Town Board welcomes comment from any member of the public, other than an elected Town Board member, on any matter not on the agenda. Please be advised that pursuant to State law, the Board cannot engage in a discussion with you but may ask questions. The Board may decide to place the issue on a future agenda for discussion and possible action. Each person wishing to address the Board will have up to five (5) minutes to speak. Speakers are asked to submit to the Town Clerk, a card providing their name, address, and topic for discussion.

The Board will also take comment from the public on agenda items as called by the Chair, but not during the Public Comment. Please note that once the Board begins its discussion of an agenda item, no further comment will be allowed from the public on that issue.

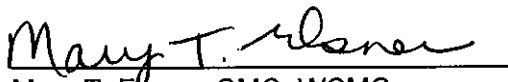
4. Approval of April 24, 2018, Town Board Minutes
5. Action on vouchers submitted for payment:
  - A. Report on budget sub-accounts and action to amend 2018 budget
  - B. 1) Accounts payable; 2) Payroll
6. Communications (*for discussion and possible action*)
  - A. None
7. Unfinished Business
  - A. None
8. New Business
  - A. Discussion and possible action on Technical Rescue Service Contract between the Town of Delafield and City of Waukesha
  - B. Discussion and possible action on Ordinance to Repeal Section 12.03(3)(f) 1.e. of the Town of Delafield Municipal Code Concerning Fingerprinting and Photographing of Operator's Licensees

Town of Delafield Board of Supervisors Meeting Agenda

May 8, 2018

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- C. Discussion and possible action on sale of fire department trailer
  - D. Discussion and possible action on Proposal for Roof Specifications for Town of Delafield Garage
  - E. Discussion and possible action on Plan Commission's recommendation for Patricia Mayer Revocable Trust of 2012 Revocable Trust to add a 33 foot wide reservation along the west side of proposed Lots 1 and 2 on a previously approved, but not recorded, Certified Survey Map located at S11 W30520 Summit Avenue
  - F. Consideration and possible action on approval of Developer's Agreement for White Oak Conservancy
  - G. Consideration and possible action on request for waiver of the suspension of the Conditional Use Permit moratorium
  - H. Appointment of Plan Commissioner
    - I. Consideration and possible action on a Temporary Class "B" license to sell fermented beverages and a Temporary "Class B" license to sell wine for St. Anthony on the Lake Parish Picnic Festival on June 30, 2018
    - J. Consideration and possible action on Operator's License for the period of 7/1/16 to 6/30/18:
      - *Anthony Erlandson, Pewaukee Yacht Club*
9. Announcements and Planning items
- A. Next Park and Recreation Commission Meeting – May 14
  - B. Board of Review – May 22 – Adjourn to Thursday, July 12 – 7:00 p.m.
  - C. Next Town Board Meeting – May 22 (immediately following Board of Review)
  - D. Next Plan Commission Meeting – June 5
10. Adjournment



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

Notification of this meeting has been posted in accordance with the Open Meeting Laws of the State of Wisconsin. The Town Board may take action on any item on the agenda. It is possible that members of and possibly a quorum of members 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 Town Board of Supervisors. Please note that, 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 Mary Elsner, Town Clerk, at W302 N1254 Maple Avenue, Delafield, WI 53018-7000. This agenda is for informational purposes only. Posted – 5/3/2018

**TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING**  
**April 24, 2018**

**Members Present:** L. Krause, E. Kranick, R. Troy, B. Cooley

**Members Absent:** P. Van Horn

**Others Present:** T. Dunker, *Waukesha County Sheriff's Dept., 5 citizens*

**First order of business:** Call to Order

*Chairman Krause called the meeting to order at 7:00 p.m.*

**Second order of business:** Pledge of Allegiance

**Third order of business:** Citizen Comments

*There were no citizen comments.*

**Fourth order of business:** Approval of April 10, 2018, Town Board Minutes

**MOTION MADE BY MR. KRANICK, SECONDED BY MR. TROY TO APPROVE AS PREPARED BY THE CLERK. MOTION CARRIED.**

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

A. Report on budget sub-accounts and action to amend 2018 budget

B. 1) Accounts payable; 2) Payroll

Accounts Payable

**MOVED TO APPROVE PAYMENT OF CHECKS #60176 – #60222 IN THE AMOUNT OF \$53,628.56**

Payroll

**MOVED TO APPROVE PAYMENT IN THE AMOUNT OF \$52,884.22**

**MR. TROY/MR. KRANICK**

**MOTION CARRIED.**

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

A. Luke Sebald, Neumann Development (4/11/18), Re: November 17, 2017, Punch List Letter Walkthrough – Woodridge Estates Subdivision

*Chairman Krause stated that the subject letter provides an update and response to correspondence that he sent to Neumann Development (dated 11/17/17), on behalf of the Town Board, listing items required to be accomplished before acceptance of the Woodridge Estates Subdivision.*

B. Eric J. Larson (4/13/18), Re: 2018 Board of Review – New Laws

*Chairman Krause stated that Attorney Larson is recommending the Board of Review utilize the Department of Revenue video that describes the subject new laws.*

**Seventh order of business:** Unfinished Business

A. FRED-Tumblebrook LTD Partnership, Mike Schiltz, agent, Re: Consideration and possible action on a request for an exception to Section 18.06 (1)(d)7. of the Town code to allow more than 14 lots on a cul-de-sac (Golf View Drive) as provided for in Section 18.10 of the Town Code (tabled 4/10/18)

**MOTION MADE BY MR. KRANICK, SECONDED BY MR. TROY TO REMOVE FROM THE TABLE. MOTION CARRIED.**

*Chairman Krause stated that the subject lot is not constrained by State Statute provided that any legal issues are cleared up. If the Town Board is inclined to allow this Outlot to be used as a residential parcel, the following steps need to be met:*

- 1. The Town Board would need to grant a modification to the 2-access requirement per Section 18.10 of the Town Code.*

2. The Town Board would need to approve an amendment to the deed restrictions to allow Outlot 3 to be used as a residential lot.
3. Refer Items 1 and 2 to the Plan Commission for recommendation before any action is taken.
4. Any action that the Town may take to allow Outlot 3 to be used as a residential lot must be conditioned upon the developer proving that all necessary approvals have been granted to appropriately remove or revise condition number 15 of the deed restrictions.

Mr. Smith is of the opinion that this is being brought to the Town Board too early, as it is something that needs to be worked out between the builder and homeowners first.

Mr. Troy stated that when Fudiciary developed this lot, all the other lots had deed restrictions. Before this request can be approved, deed restrictions have to go on title, the Town has to give an exception to Section 18 of the Code, the developer has to obtain 60% of approval from the neighbors to amend the deed restrictions and further review performed by Engineer Barbeau. The Town Board is in favor of this proposal if all steps are taken.

Mr. Kranick is of the opinion that the Town should approve the 2 access issue and make it contingent upon the developer working on the deed issue as a first step.

**MOTION MADE BY MR. KRANICK, SECONDED BY MR. SMITH TO TABLE. MOTION CARRIED.**

- B. Consideration and possible action on Operator's License for the period of 7/1/16 to 6/30/18:  
Paul Snyder – Kim's Lakeside (tabled 4/10/18)

**MOTION MADE BY MR. KRANICK, SECONDED BY MR. SMITH TO REMOVE FROM THE TABLE. MOTION CARRIED.**

**MOTION MADE BY MR. SMITH, SECONDED BY MR. KRANICK TO APPROVE AN OPERATOR'S LICENSE FOR THE PERIOD OF 7/1/16 TO 6/30/18 FOR PAUL SNYDER – KIM'S LAKESIDE. MOTION CARRIED.**

**Eighth order of business:** New Business

- A. Appointment of Plan Commission

Chairman Krause stated his recommendation to re-appoint Clare Dundon, as she offers valuable perspective to the Commission.

**MOTION MADE BY MR. TROY, SECONDED BY MR. KRANICK TO RE-APPOINT CLARE DUNDON TO SERVE ANOTHER 3-YEAR TERM ON THE PLAN COMMISSION. MOTION CARRIED.**

- B. Softball Update

Mr. Kranick stated that we have a total of 17 teams: 1- girls slow pitch (ages 9-12), 1 - fast pitch (ages 12-14), 6 - t-ball, 4 - coach pitch, 3 - boys (ages 8-12), 2 – boys (ages 11-12). The Town has also received 17 sponsorships.

- C. Discussion and possible action – approval to hire an Administrative Assistant

**MOTION MADE BY MR. TROY, SECONDED BY MR. KRANICK TO APPROVE THE HIRE OF LORI SCHMELING TO SERVE AS ADMINSTRATIVE ASSISTANT AT THE RATE OF \$16/HR., HOURS TO BE DETERMINED. MOTION CARRIED.**

D. Town Board Liaisons

*Chairman Krause stated his assignment of highway department liaison to Mr. Kranick and park and recreation commission liaison to Mr. Smith.*

**Ninth Order of Business:** Announcements and Planning Items

- A. Next WI Towns Waukesha County Meeting – Wednesday, April 25 – Town of Mukwonago  
7:00 p.m.
- B. Next Plan Commission Meeting – May 1
- C. Next Town Board Meeting – May 8
- D. Next Park and Recreation Commission Meeting – May 14
- E. Board of Review – May 22 – Adjourn to. Thursday, July 5 – 7:00 p.m.

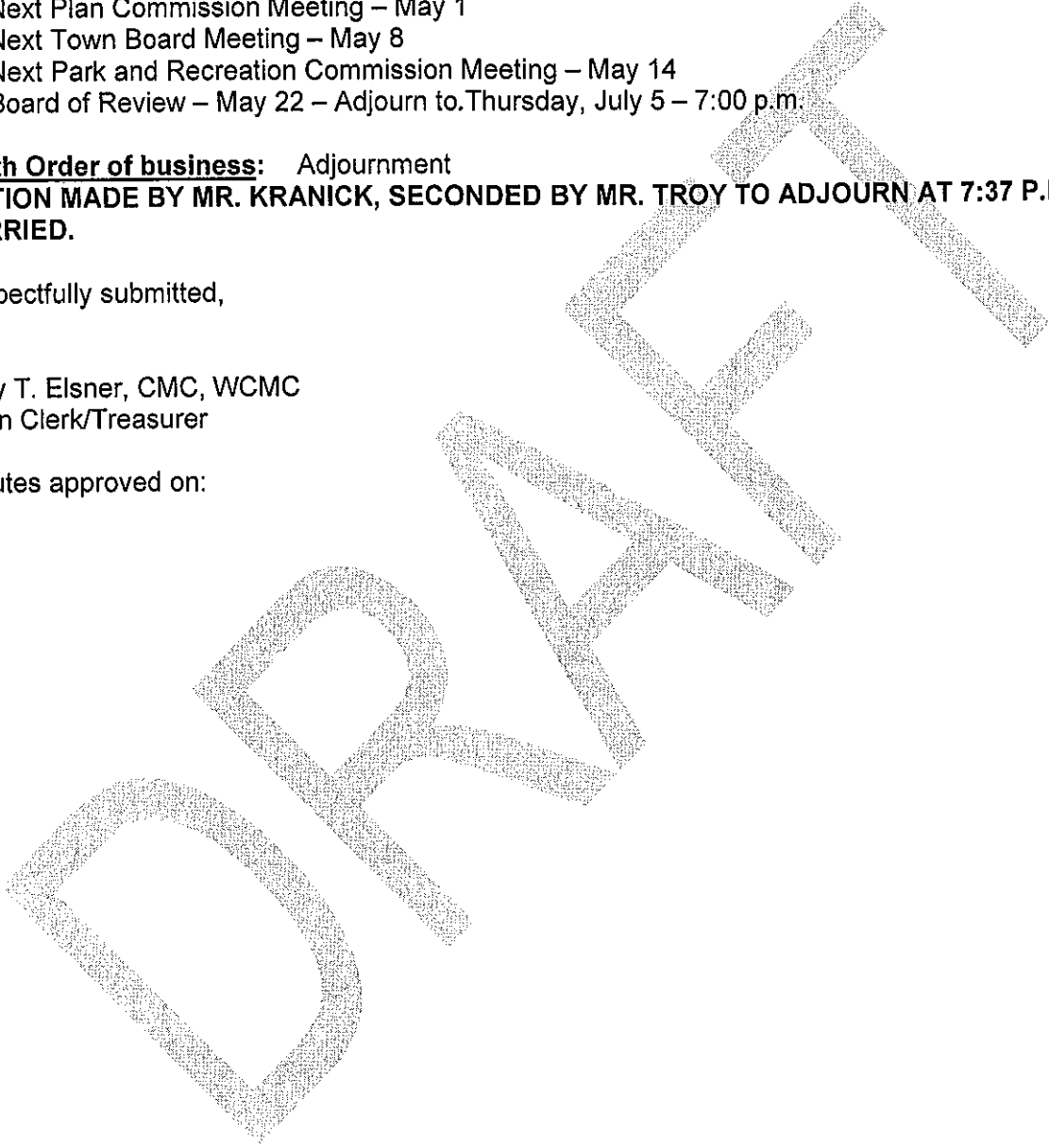
**Tenth Order of business:** Adjournment

**MOTION MADE BY MR. KRANICK, SECONDED BY MR. TROY TO ADJOURN AT 7:37 P.M. MOTION CARRIED.**

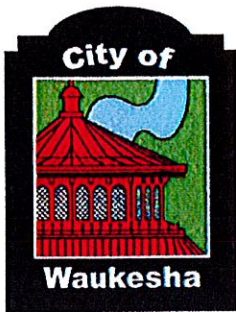
Respectfully submitted,

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

Minutes approved on:







## FIRE DEPARTMENT

130 W. ST. PAUL AVENUE  
WAUKESHA, WISCONSIN 53188-5172  
TELEPHONE 262/524-3651 FAX 262/524-3670

Steve Howard, Fire Chief

[showard@waukesha-wi.gov](mailto:showard@waukesha-wi.gov)

AGENDA ITEM

MAY 08 2018

ITEM #8A PAGE 1 of 6

March 5, 2018

Dear Fire Chief,

Enclosed is/are an updated Agreement(s) for Technical Rescue Services with the City of Waukesha for each community you serve. Please have the respective governing body(s) sign accordingly, and return to me along with payment to the City of Waukesha Fire Department, at your earliest convenience.

The changes reflected in the agreement include language to allow for automatic renewals (unless notice of non-renewal is given by either community) as well as a few other minor changes throughout the document to assist in easier renewals. If the community(s) you serve experienced any fluctuation in population, an adjustment may have been made to the annual retainer fee to reflect the current estimated US Census Data. This fee will remain as listed in the contract, until you are notified of a change (based on the current estimated US Census Data). An invoice is also included.

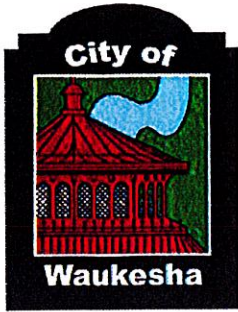
If you have any questions, please feel free to contact me at (262) 524-3657.

Thank you,

Katherine S. Stefan, Office Manager  
City of Waukesha Fire Department







## FIRE DEPARTMENT

130 W. ST. PAUL AVENUE  
WAUKESHA, WISCONSIN 53188-5172  
TELEPHONE 262/524-3651 FAX 262/524-3670

Steve Howard, Fire Chief

showard@waukesha-wi.gov

March 21, 2018

Dear Fire Chief,

Recently the City of Waukesha Fire Department provided you with an updated Agreement for Technical Rescue Services. The language was updated at the request of the Waukesha City Attorney to better define the services provided by the City of Waukesha, as outlined in NFPA 1670. Additionally, the update clarifies the City of Waukesha Fire Department's responsibilities and services provided.

The updates do not include changes in the fee structure or how fees are calculated, and the reimbursable expenses for the City of Waukesha remain consistent (other than future wage increases). There are no operational impacts, the notification process remains the same, and the City of Waukesha Fire Department will continue to assist departments in providing technical rescue awareness training to their members (which includes checklists/field guides to be used by Incident Commanders). Current hourly rates (2018), used to calculate bills for actual responses, are as follows (increases are based on negotiated labor agreements):

<u>Position</u>	<u>Hourly Rates</u>	<u>OT Hourly</u>	<u>WRS Benefits %</u>	<u>OT + Benefits</u>
1st year Firefighter	\$17.38	\$26.07	0.32	\$34.41
5th year Firefighter/Paramedic	\$28.38	\$42.57		\$56.19
Equipment Operator/Paramedic	\$28.93	\$43.39		\$57.27
Lieutenant/Paramedic	\$31.11	\$46.67		\$61.60

I apologize for the inconvenience this process may have caused you or your community officials; However, the changes were necessary for the City of Waukesha to be current with agreement language and standards. If you have any questions pertaining to the operations portion of this agreement, please feel free to contact Battalion Chief Jim Haakenson at (262) 524-3669 or myself at (262) 524-3649. If you have any further questions regarding the legal terminology in the agreement, please contact Waukesha City Attorney Brian Running at (262) 524-3520. Thank you for your continued participation in an intergovernmental agreement that helps share the cost of providing technical rescue services throughout Waukesha County.

Respectfully,

Steve Howard, Fire Chief  
City of Waukesha Fire Department

kss





**Technical Rescue Service Contract**  
City of Waukesha Fire Department

This Agreement is by and between the City of Waukesha, referred to herein as Waukesha, and the Municipality identified below, pursuant to Wis. Stats. §66.0301. Together, Waukesha and Municipality are referred to herein as the Parties.

Municipality: *Town of Delafield, c/o Town of Delafield Fire Department, W302 N1208 Maple Avenue, Delafield, WI 53018, Attention: Fire Chief, (262) 646-6666*

**Recitals**

Waukesha's Fire Department has equipment suitable for, and personnel trained for, the performance of certain technical-rescue operations. Waukesha's Fire Department is also capable of providing training in certain technical-rescue situations to other municipalities' emergency-services personnel.

Municipality wishes to contract with Waukesha to provide technical-rescue services within Municipality, and Waukesha is willing to provide such services, subject to the terms of this Contract.

Now, therefore, in consideration of the mutual promises contained herein, the Parties agree and contract as follows:

1. **Definition.** For purposes of this Contract, Technical Rescue Services means the provision of personnel, materials and equipment for rescue in incidents meeting the technician level as specified in NFPA 1670 Operations and Training for Technical Search and Rescue Incidents (2014 edition) chapters 5 (Rope Rescue), 6 (Structural Collapse Search and Rescue), 7 (Confined Space Search and Rescue) and 11 (Trench and Excavation Search and Rescue).
2. **Waukesha Obligations.** Waukesha shall provide Technical Rescue Services for Municipality, 24 hours per day, seven days per week, subject to all of the terms and conditions of this Contract. Personnel provided by Waukesha shall be trained to the Technician Level, and equipment provided by Waukesha shall be appropriate for the Technical Rescue Services requested by Municipality, in Waukesha's sole discretion. Waukesha shall also provide to Municipality a 24-hour-per day Technical Rescue Help Line and on-site evaluations.
3. **Municipality Obligations.** Municipality shall provide personnel trained to the Technical Rescue Awareness Level to assist with incident operations, when its own needs allow.
4. **Request for Services Procedure.** Requests for Technical Rescue Services shall be made by the Municipality's Incident Commander. Requests shall be made to the City of Waukesha Dispatch Center. Incident Commanders can request a technical rescue response through their normal mutual aid or MABAS procedures.

Waukesha is not obliged to accept calls for Technical Rescue Services from any persons other than Municipality command staff as described above. Waukesha shall have discretion to refuse calls from other persons.

5. **Availability of Services.** All of Waukesha's obligations stated in section 2 shall be subject to availability of personnel and equipment, determined in the sole discretion of Waukesha. Incidents within the City of Waukesha shall receive priority over obligations to Municipality under this Contract. Availability shall not be withheld by Waukesha unreasonably, and Waukesha shall honor its obligations to Municipality in good faith. Once on-site at an incident in response to a request from Municipality, Waukesha shall not leave the site until the Incident Commander has consented.



6. **Incident Command.** Municipality's fire department will be the incident commander at all incidents to which City of Waukesha Fire Department provides Technical Rescue Services pursuant to this Contract; however, Waukesha shall have complete discretion and authority as to the provision of Technical Rescue Services.
7. **Term, Renewal, Early Termination.** This Contract shall be effective upon its complete execution, and its initial term shall be one year from its effective date. This Contract shall automatically renew for additional successive one-year renewal terms, unless notice of non-renewal is given by either party at least 30 days in advance of the expiration of the current term.
8. **Compensation.** Municipality shall compensate Waukesha for the expenses of providing personnel, materials and equipment for Technical Rescue Services, as follows:
  - a. **Annual Fee.** \$3,360.00, paid in advance upon the execution of this Contract and upon the commencement of each renewal term. If this Contract is terminated early by Waukesha as provided in section 7, a pro-rata refund of the Annual Fee shall be paid to Municipality.
  - b. **Per-Incident Fee.** A fee for each incident to which Waukesha provides Technical Rescue Services, determined by the type of services, personnel, materials, and equipment provided to Municipality for each incident, according to the Fee Schedule maintained by Waukesha. The Fee Schedule is attached as Exhibit A. The Fee Schedule may be amended by Waukesha from time to time, in Waukesha's sole discretion. The Incident Fee shall be invoiced to Municipality, and payments shall be due 30 days after invoice date. A late fee of 1% per month shall be paid by Municipality for all amounts remaining unpaid 60 days after invoice date. Documentation to support Incident Fee invoices shall be provided to Municipality on request.
9. **Responsibility for Personnel.** The Parties shall each retain responsibility for compensation of their own employees, contractors and agents. The Parties shall each retain responsibility for injuries to their respective employees, contractors and agents; and shall each maintain worker compensation insurance at a minimum of statutory requirements.
10. **Indemnification.** The Parties shall each indemnify and hold the other harmless from any and all third-party (including the Parties' respective employees) claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind arising out of, or connected in any way with, the acts or omissions of the Parties' respective employees, contractors and agents occurring in the performance of this Contract, including court costs and actual attorney fees.
11. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors, contracting pursuant to Wis. Stats. §66.0301. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
12. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
13. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
14. **Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.

15. **Notices.** All written notices required by this Contract shall be addressed as follows:

To Waukesha:                   Attention Fire Chief  
                                      City of Waukesha Fire Department  
                                      130 W St Paul Ave  
                                      Waukesha WI 53188

To Municipality:            *Town of Delafield*  
                                      *Attention Fire Chief*  
                                      *Town of Delafield Fire Department*  
                                      *W302 N1208 Maple Avenue*  
                                      *Delafield, WI 53018*

16. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.

17. **Integration.** This Contract constitutes the entire agreement of the Parties concerning the subject matter expressed herein. All other agreements and understandings of the parties with respect to the subject matter expressed in this Contract are unenforceable.

Executed as of the date of last signature below.

**City of Waukesha**

\_\_\_\_\_  
Shawn N. Reilly, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Gina L. Kozlik, Clerk-Treasurer

Date: \_\_\_\_\_

\_\_\_\_\_  
Steven Howard, Chief, Waukesha Fire Department

Date: \_\_\_\_\_

**Municipality**

\_\_\_\_\_  
(sign above)

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(sign above)

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

**Waukesha Fire Department  
Technical Rescue Services  
Per-Incident Fee Schedule  
January 1, 2018**

**Personnel**

Hourly rate of on duty (straight time rate) and call back (overtime rate) personnel (includes fringe benefits)

Emergency Response – Actual time

Stand By – Minimum 2 hour charge

**Materials**

Supplies Used - Invoice price, including shipping and handling

Additional Equipment Used - Costs associated with repair or replacements

Specialized Equipment - Municipality responsible for purchase

**Equipment**

According to the current "Schedule of Equipment Rates" published by Federal Emergency Management Agency (FEMA)

Emergency Response – Actual time

Stand By – Minimum 2 hour charge

**Administrative Fee**

Flat rate - \$200.00



MAY 08 2018

ITEM # 8B PAGE 1 of 2

STATE OF WISCONSIN

TOWN OF DELAFIELD

WAUKESHA COUNTY

## ORDINANCE NO.

## AN ORDINANCE TO REPEAL SECTION 12.03(3)(f) 1. e. OF THE TOWN OF DELAFIELD MUNICIPAL CODE, CONCERNING FINGERPRINTING AND PHOTOGRAPHING OF OPERATOR'S LICENSEES

WHEREAS, the Town of Delafield Municipal Code currently requires applicants for operator's licenses to pay the full cost of fingerprinting and photographing at the office of the Sheriff when they apply for a regular operator's license; and

WHEREAS, fingerprinting and photographing is not required by State law, and this provision of the Municipal Code is not consistent with current Town practices; and

WHEREAS, the Town Clerk has recommended that this requirement of the Municipal Code be repealed to avoid any inconsistency with State law, and to bring the Code into compliance with current practices; and

WHEREAS, the Town of Delafield Town Board hereby intends to adopt the recommendation of the Town Clerk.

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

SECTION 1: Chapter 12 of the Town of Delafield Municipal Code entitled "Licenses and Permits," Section 12.03 entitled "Alcohol Beverages," Subsection (3) entitled, "Classes of Licenses and Fees," Subsection (f) entitled, "Operator's License," Subsection e. is hereby repealed:

~~e. In addition to the license fee, the applicant shall pay the full cost of fingerprinting and photographing at the office of the Sheriff. Fingerprinting shall be required only for the initial application. A new photograph shall be required for each new license and such photograph shall be attached to each application.~~

SECTION 2: SEVERABILITY.

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

SECTION 3: EFFECTIVE DATE.

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



Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

TOWN OF DELAFIELD

\_\_\_\_\_  
Lawrence G. Krause, Town Chair

ATTEST:

\_\_\_\_\_  
Mary Elsner, Town Clerk

This ordinance posted or published \_\_\_\_\_.  
C:\MyFiles\Delafield\Ordinances\Ord re operator's license 4.20.18.docx



**IRS**

**Industrial Roofing Services, Inc.**

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone: (262) 432-0500

Fax: (262) 432-0504

www.irsroof.com

~~AGENDA ITEM~~

MAY 08 2018

ITEM #8D PAGE 1 of 4

Proposal for

## ROOF SPECIFICATIONS

for

### TOWN OF DELAFIELD GARAGE

N14 W30782 Golf Road

Delafield, WI

*Submitted by*

KEITH A. DIPPEL

*Prepared for*

Mr. Tim Berbeau

Delafield Engineer

April 30, 2018

The logo for Industrial Roofing Services, Inc. (IRS) is displayed in a bold, red, sans-serif font. It is positioned at the top left of the page, above a technical cross-section diagram of a roof structure. The diagram shows various layers of a roof, including structural beams, insulation, and roofing materials, with the IRS logo overlaid on it.

**Industrial Roofing Services, Inc.**

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone: (262) 432-0500

Fax: (262) 432-0504

www.irsroof.com

April 30, 2018

Mr. Tim Berbeau

Delafield, WI 53018

Subject: **Proposal for System Analysis, Specifications and Project Administration for Town of Delafield Garage, located at N14 W30782 Golf Road in Delafield, WI.**

Dear Mr. Berbeau:

Industrial Roofing Services, Inc. is pleased to submit the following proposal for system design and specification services. These services will allow you to select and install a roof system meeting your requirements at a competitive price.

IRS shall provide all services necessary to furnish the following:

**PHASE I: System Analysis and Selection**

**Existing Roof Analysis:** IRS will perform a complete roof analysis to determine the required scope of work. This will include core cuts to determine existing construction, analysis of existing drainage and the gathering of information to create accurate flashing details. This pre-design survey may include moisture surveys, additional core cuts, environmental analysis, etc.

**Establish Roof System Scope of Work:** IRS will assist you in reviewing potential roof systems and determining the scope of work that reflects your system choice and any additional work deemed necessary. Accurate budget figures will then be established to reflect the agreed upon scope of work.

## **PHASE II: System Design**

**Bidding Documents:** IRS will develop a detailed specification package for the purpose of securing competitive bids on the selected roof system. Detailed perimeter and projection drawings are provided to eliminate questions regarding the intent of the design. All IRS specifications are written and designed to ensure a manufacturer's warranty and a competitive bidding situation among contractors and material manufacturers. Our fees include three sets of plans and specifications for the Owner.

**Contractor Selection:** IRS will assist you in selecting a group of contractors qualified in the installation of the specified roof system to create a competitive bidding environment.

**Pre-Bid Conference:** IRS will conduct a pre-bid meeting to review the project specifications and pertinent site conditions with the prospective contractors and a representative of the owner. This meeting ensures a thorough understanding of the project specifications by everyone involved.

**Bid Analysis:** IRS will assist you in the evaluation of the bids.

## **PHASE III: Project Administration**

**Contract Award:** IRS will perform necessary contract services: review of submittals for compliance with the bidding documents, review and approval of design changes, change orders, unit price requests, applications for payment with retainages and lien waivers.

**Pre-Construction Meeting:** IRS will conduct a meeting with the contractor's foreman and a representative of the owner to review the project specifications and job site conditions. This meeting ensures clarification and resolution of any questions prior to the start of work.

**Job Progress Observations:** IRS will conduct one site visit every five work days, as well as additional visits when necessary due to unanticipated conditions such as, deteriorated roof deck, etc.

- ◆ Any additional site visits necessary as a result of contractor workmanship concerns will be conducted on an agreed-upon frequency and billed in accordance with IRS's current fee schedule.
- ◆ IRS shall not be responsible for and shall not have control or charge of construction means, methods, techniques, sequences, procedures or scheduling used by a contractor to comply with the contractor's obligations under its contract for the project or for safety precautions and programs in connection with the work on the project. IRS shall not be responsible for or have control or charge over the acts or omissions of contractors or subcontractors or any of their agents or employees, or any other persons performing any work on the project.

**Final Approval:** IRS will conduct a final review of the project to ensure completed work and job site conditions are acceptable prior to approving the final application for payment. This is not in lieu of the manufacturer's warranty inspection.



Mr. Berbeau  
April 30, 2018  
Page 3

**Continuing Service:** IRS will act as liaison between City of Delafield, the contractor, and the roof system manufacturer regarding all warranty questions during the warranty period.

**FEES**

Industrial Roofing Services, Inc. shall provide the above-described services for seven percent (7%) of the lowest responsible bid received (\$2,500.00 minimum fee). Our fees shall be invoiced during each phase of the project as follows:

- Phase I: 20% of the fees based on budget provided for agreed upon scope of work.
- Phase II: 40% of the fees based on accepted contract amount, to be adjusted if contract amount is less than budget amount.
- Phase III: 40% of the fees based on final contract amount.

**AUTHORIZATION**

To acknowledge acceptance of this proposal, please return a signed copy of the Authorization page with any paperwork (i.e. purchase order) to our corporate headquarters:

Industrial Roofing Services, Inc.  
13000 West Silver Spring Drive  
Butler, WI 53007  
Fax: (262) 432-0504

Upon receipt of a purchase order or signed copy of the proposal we will enter the project in our system and schedule the work.

Should you have any questions regarding this proposal, please do not hesitate to call. We appreciate this opportunity and look forward to working with you on this project.

Sincerely yours,  
INDUSTRIAL ROOFING SERVICES, INC.

*Keith A. Dippel*

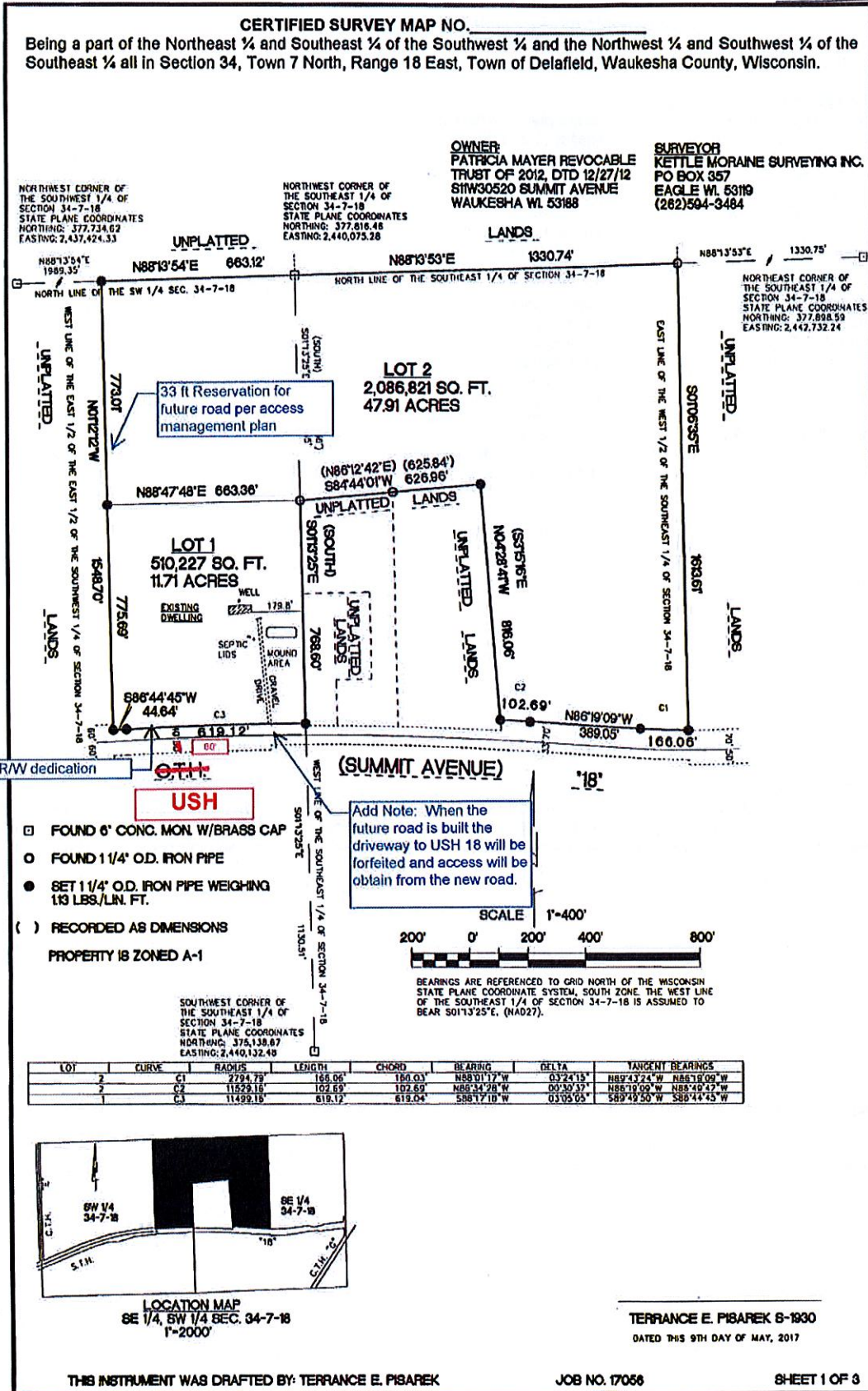
Keith A. Dippel  
President

akp

**Acknowledged by:**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
 Name Title





**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

Being a part of the Northeast ¼ and Southeast ¼ of the Southwest ¼ and the Northwest ¼ and Southwest ¼ of the Southeast ¼ all in Section 34, Town 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin.

**SURVEYORS CERTIFICATE**

I, Terrance E. Pisarek, Professional Land Surveyor, do hereby certify: That I have surveyed, divided and mapped a parcel of land being a part of the Northeast ¼ and Southeast ¼ of the Southwest ¼ and the Northwest ¼ and Southwest ¼ of the Southeast ¼ all in Section 34, Town 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin, described as follows: Commencing at the Northwest corner of the Southwest ¼ of said Section 34; thence N88°13'54" East along the North line of the Southwest ¼ of said Section 34, 1889.35 feet to the West line of the East ½ of the East ½ of the Southwest ¼ of said Section 34; thence continuing North 88°13'54" East along the North line of the Southwest ¼ of said Section 34, 663.12 feet to the Northwest corner of the Southwest ¼ of said Section 34; thence N88°13'53" East along the North line of the Southeast ¼ of said Section 34, 1330.74 feet to the East line of the West ½ of the Southeast ¼ of said Section 34; thence South 01°06'35" East along said East line, 1613.61 feet to the North line of S.T.H. "18" and a point on a curve; thence Westerly 166.06 feet along said North line and curve concave to the North, having a radius of 2794.79 feet and a chord bearing North 86°01'17" West, 166.03 feet; thence North 86°19'09" West along said North line, 389.05 feet to a point of curve; thence Westerly 102.69 feet along said North line and curve concave to the South, having a radius of 11529.16 feet and a chord bearing North 86°34'28" West 102.69 feet; thence North 04°28'41" West, 816.06 feet; thence South 84°44'01" West, 626.96 feet to the West line of the Southeast ¼ of said Section 34; thence South 01°13'25" East along said West line, 788.60 feet to the North line of S.T.H. "18" and a point on a curve; thence Westerly 619.12 feet along said North line and curve concave to the South, having a radius of 11499.16 feet and a chord bearing South 86°17'18" West, 619.04 feet; thence South 86°44'45" West, along said North line, 44.64 feet to the West line of the East ½ of the East ½ of the Southwest ¼ of said Section 34; thence North 01°12'12" West along said West line, 1548.70 feet to the Point of Beginning, containing 59.62 acres of land.

That I have made such survey, land division and map by the direction of the Patricia Mayer Revocable Trust of 2012, dtd 12-2712, Owner of the land

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

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

Dated this 9<sup>th</sup> Day of May, 2017

\_\_\_\_\_  
Terrance E. Pisarek S-1930

**OWNERS CERTIFICATE**

I, Patricia Mayer, as Trustee for the Patricia Mayer Revocable Trust of 2012, dtd 12/27/12, as owner, do hereby certify that I have caused the land described to be surveyed, divided and mapped as represented on this map in accordance with the requirements of Chapter 236 of the Wisconsin State Statutes and the Town of Delafield Land Division Ordinance.

I also certify that this plat is required to be approved by the following: Town of Delafield.

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Patricia Mayer, Trustee

State of Wisconsin)  
County of Waukesha)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ the above named person, to me be known to be the person who signed the foregoing instrument and acknowledged that she executed the same.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

Being a part of the Northeast ¼ and Southeast ¼ of the Southwest ¼ and the Northwest ¼ and Southwest ¼ of the Southeast ¼ all in Section 34, Town 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin.

**TOWN BOARD APPROVAL**

Approved by the Town of Delafield Town Board on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Larry Krause, Chairman**

\_\_\_\_\_  
**Mary Eisner, Town Clerk/Treasurer**

**PLAN COMMISSION APPROVAL**

Approved by the Town of Delafield Plan Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Tom Oberhaus, Chairman**

\_\_\_\_\_  
**Lauren Beale, Deputy Clerk/Treasurer**

**VILLAGE OF WALES EXTRA TERRITORIAL APPROVAL**

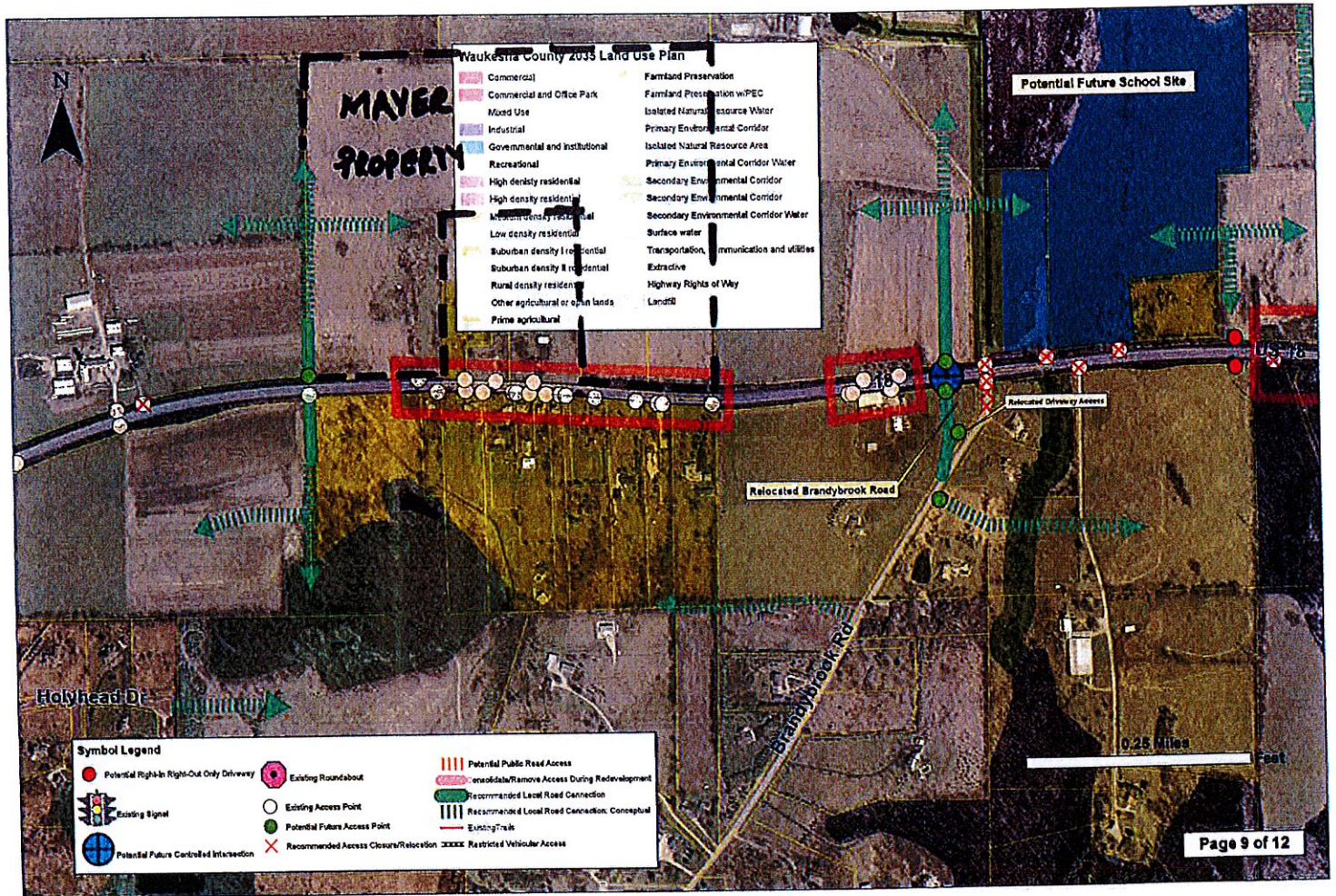
This Certified Survey Map was approved by the Village of Wales on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Jeffery Flaws, President**

\_\_\_\_\_  
**Gail Tamez, Clerk/Treasurer**

Dated this 9<sup>th</sup> Day of May, 2017





Caution: This is a model form - as changes are made, paragraph and exhibit numbers and references to the same, must change.

AGENDA ITEM

MODEL DEVELOPER'S AGREEMENT

MAY 08 2018

FOR

ITEM # 8F PAGE 10 of 17

White Oak Conservancy

TOWN OF Delafield, Waukesha COUNTY, WISCONSIN

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, between Iron Pipe Development LLC, an LLC, 34580 meadowview ct. Oconomowoc, wi. 53066, hereinafter called "DEVELOPER", and the TOWN of Delafield in the County of Waukesha and the State of Wisconsin, hereinafter called the "TOWN".

WITNESSETH:

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

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

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

WHEREAS, said SUBJECT LANDS are presently zoned A1, which allows the above-described development; and

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

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

WHEREAS, the DEVELOPER agrees to develop SUBJECT LANDS as herein described in accordance with this agreement, conditions approved by the TOWN Plan Commission and TOWN Board, conditions of certain agencies and individuals in the County, all TOWN ordinances and all laws and regulations governing said development; and



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

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

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

### **DEVELOPER'S COVENANTS**

#### **SECTION I. IMPROVEMENTS**

A. **PUBLIC STREETS**: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the TOWN written certification from the DEVELOPER'S Engineer or Surveyor that all public street plans are in conformance with all federal, state, county and TOWN specifications, regulations and ordinances, and written proof from the TOWN Engineer evidencing review and approval of said plans.
2. The DEVELOPER shall grade and install all planned public streets in accordance with the preliminary plat, approved development plan of said development or subdivision, or final plat as the case may be and the plans and specifications on file in the TOWN Clerk's office.
3. Construction of the public streets providing access to and fronting a specific lot will be completed, presented and accepted by the TOWN Board through the first lifts of asphalt before any building permits are issued for said lot.
4. The first lifts of the public streets will be completed and presented to the TOWN Board no later than July 1<sup>st</sup> 2018, or as extended by the TOWN Board. The final lift of asphalt shall be placed on all public streets after at least one winter season, but not later than November 1<sup>st</sup> 2020, unless extended by the TOWN Board
5. The DEVELOPER shall maintain public streets, including snowplowing, unless otherwise approved by the TOWN Administrator, until accepted by resolution by the TOWN Board.
6. The DEVELOPER shall furnish "as built" plans showing changes from the construction plans, pursuant to specifications approved by the TOWN Engineer. Said "as built" shall be on reproducible mylar and digital file, and shall include field locations and hydrant valves and curb stops, if any.

7. Contractors working on the development or on individual lots are required to clean up all mud, dirt, stone or debris on the streets no later than the end of each working day. In addition, the DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until such time as the final lift of asphalt has been installed by the DEVELOPER and accepted by the TOWN Board. The TOWN shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the streets within twenty-four (24) hours after receiving a notice from the TOWN. If said mud, dirt, stone or debris are not cleaned up after notification, the TOWN will do so at the DEVELOPER's and/or subject property owner's expense, at the option of the TOWN.

1. OWN of \_\_\_\_\_.

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

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

does not provide reasonable stormwater drainage within the development and surrounding area.

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

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

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

F. ELECTRIC SERVICE FACILITIES: Prior to the installation of electric service facilities, the DEVELOPER shall pay to the TOWN an estimated cost of        tbd        dollars (\$       ) for such facilities. After completion of the installation of such facilities, a final determination of the DEVELOPER'S obligation shall be made based on actual construction costs. As necessary to reflect the actual construction costs, the DEVELOPER shall either pay additional funds or be refunded an amount by the TOWN if the costs are less than    one thousand        dollars (\$1000       ).

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

1. The DEVELOPER shall preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainageways, building foundation sites, private driveways, soil absorption waste disposal areas, paths and trails by use of sound conservation practices.
2. The DEVELOPER, as required by the TOWN, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.

3. Landscaping and removal of unwanted items, including buildings, will be completed and certified as complete by the TOWN Engineer prior to the issuance of any building permits.
4. The DEVELOPER shall delineate all wetlands that are on private lots by means of cedar posts, as approved by the TOWN staff prior to the issuance of building permits.
5. The TOWN has the right to trim and remove any features which would interfere with safe operation and maintenance of the TOWN right-of-ways and drainageways.

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

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

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

SECTION II. TIME OF COMPLETION OF IMPROVEMENTS: The improvements set forth in Section I above shall be completed by the DEVELOPER in total within twelve (12) months of the date of this agreement being signed except as otherwise provided for in this agreement. In every case, regardless of circumstances, all work contemplated by this agreement must be completed no later than \_\_\_\_\_ November 1<sup>st</sup> 2020\_\_\_\_\_, unless this ultimate deadline is extended in writing by the TOWN Board.

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

SECTION IV. DEDICATION OF IMPROVEMENTS: Subject to all of the other provisions of this agreement, the DEVELOPER shall, without charge to the TOWN, upon completion of the above described improvements, unconditionally give, grant, convey

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

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

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

SECTION VI. APPROVAL BY TOWN NOT TO BE DEEMED A WAIVER. The ultimate responsibility for the proper design and installation of streets, water facilities, drainage facilities, ditches, landscaping and all other improvements are upon the DEVELOPER. The fact that the TOWN or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a waiver, or relieve the DEVELOPER from the ultimate responsibility for the design, performance and function of the development and related infrastructure.

SECTION VII. GUARANTEES OF IMPROVEMENTS:

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



DEVELOPER'S guarantee and shall leave the improvements in good and sound condition, satisfactory to the TOWN Board at the expiration of the guarantee period.

C. Notice of Repair. If during said guarantee period, the improvements shall, in the reasonable opinion of the TOWN Staff, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, the DEVELOPER shall, upon notification by the TOWN of Delafield the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the DEVELOPER fail to make such repair or replacement within the time specified by the TOWN in the aforementioned notification, after notice has been sent as provided herein, the TOWN Board may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the TOWN Board may draw upon such guarantee security to pay any costs or expenses incurred in connection with such repairs or replacements. Should the costs or expenses incurred by the TOWN Board in repairing or replacing any portion of the improvements covered by this guarantee exceed the amount of the guarantee security, then the DEVELOPER shall immediately pay any excess cost or expense incurred in the correction process.

D. Maintenance Prior to Acceptance.

1. All improvements shall be maintained by the DEVELOPER so they conform to the approved plans and specifications at the time of their Final Acceptance by the TOWN Board. This maintenance shall include routine maintenance, such as crack filling, roadway patching and the like. In cases where emergency maintenance is required, the TOWN Board retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such associated costs. Said bill shall be paid immediately by the DEVELOPER. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the guarantee period.
2. Street sweeping and dust suppression shall be done by the DEVELOPER upon a regular basis as needed to ensure a reasonably clean and safe roadway until Final Acceptance by the TOWN Board. Should the DEVELOPER fail to meet this requirement, the TOWN Board will cause the work to be done and will bill the DEVELOPER on a time and material basis. Said bill shall be paid immediately by the DEVELOPER.
3. In the event drainage problems arise within the SUBJECT LANDS or related activities on the SUBJECT LANDS, the DEVELOPER shall correct such problems to the satisfaction of the TOWN Staff. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the TOWN Board is satisfied that the DEVELOPER has restored all areas which were disturbed because of this development.

*(Note: This paragraph may need to be modified depending upon the required public improvements in for specific developments.)*

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

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

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

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

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

The lending institution providing the irrevocable letter of credit shall pay to the TOWN Board all sums available for payment under the irrevocable letter of credit upon demand, subject to the terms and conditions of the irrevocable letter of credit, and upon its failure to do so, in whole or in part, the TOWN shall be empowered in addition to its other remedies, without notice or hearing, to impose a special charge for the amount of said completion costs, upon each and every lot in the development payable with the next succeeding tax roll.

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

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

SECTION XII. RESERVATION OF RIGHTS AS TO ISSUANCE OF BUILDING PERMITS: The TOWN reserves the right to withhold issuance of any and all building permits if DEVELOPER is in violation of this agreement.

SECTION XIII. VACANT LOT MAINTENANCE EASEMENT: Developer shall grant a vacant lot maintenance easement to the TOWN, in a form that is subject to the approval of the TOWN Attorney, and which shall be recorded with the \_\_\_\_\_ County Register of Deeds. The easement shall grant the TOWN the right (but not the obligation) to enter upon any vacant Lot in the SUBJECT LANDS in order to inspect, repair, or restore the property so that it is in compliance with all applicable provisions of the TOWN of

\_\_\_\_\_ Municipal Code. A vacant lot shall include any lot that does not have an occupied principal structure that is used for single family purposes at the time of inspection, repair or restoration. All costs incurred by the TOWN in exercising its right to inspect, repair or restore the Lot shall be borne by the owner of the Lot necessitating such inspection, repair or restoration and if not paid for by such Lot owner within forty-five (45) days of receipt of any invoice therefore, may be placed against the tax roll for the Lot and collected as a special charge by the TOWN.

SECTION XIV. VACANT LOT MAINTENANCE FINANCIAL SECURITY: Developer shall provide a letter of credit in an amount approved by the TOWN Staff, and in a form approved by the TOWN Attorney, to guarantee that all vacant lots in the SUBJECT LANDS shall, at all times, be properly maintained to the minimum standards described in the TOWN of \_\_\_\_\_ Municipal Code. Said letter of credit shall be in full force and effect until such time as all Lots in the development are rough graded with an established growth of grass.

SECTION XV. RESTRICTION AGAINST UNFINISHED OR UNOCCUPIED HOMES: The parties intend that all homes in the Subject Land shall be owned, occupied and used for single family purposes. The parties also intend that homes on the lots will not be left unfinished or unoccupied for extended period of time. Therefore, no more than 4 Lots owned by the Developer and/or by any person or entity for the benefit of the Developer, shall be subject to a current building permit at any one time. Following the sale and residential occupancy of one such Lot, the Developer is entitled to receive one additional building permit for an additional Lot, and so forth, provided that at no time shall the number of unfinished or unoccupied homes on Lots owned, or beneficially owned, by the Developer exceed said number.

SECTION XVI. MISCELLANEOUS REQUIREMENTS: The DEVELOPER shall:

A. EASEMENTS:

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

B. TREE PLANTING:

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

C. MANNER OF PERFORMANCE:

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

D. SURVEY MONUMENTS:

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

#### E. DEED RESTRICTIONS:

Execute and record deed restrictions in a form that is subject to the approval of the TOWN Board and TOWN Attorney, and provide proof of recording prior to sale of lots for the SUBJECT LANDS. The Deed Restrictions shall contain language to require the lot owners and/or homeowner's association within the subdivision to maintain all stormwater management facilities in accordance with the specifications on file with the TOWN including such amendments as may be made thereto from time to time by the TOWN Engineer. The deed restrictions shall also contain the following language:

*(Alternate No. 1: Use this language if there will be a master*

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

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

#### F. GRADES:

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

#### G. UNDERGROUND UTILITIES:

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

*(Note: This paragraph will change if underground utilities are not required in specific situations.)*



H. PERMITS:

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

I. REMOVAL OF TOPSOIL:

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

J. PARK AND PUBLIC SITE DEDICATION FEES:

To pay as provided in the TOWN'S Ordinances, a fee per lot developed in lieu of dedication of lands for park and public sites. The fee for the entire development shall be paid prior to final approval of the final plat.

K. PREVAILING WAGE RATES AND HOURS OF LABOR:

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

L. NOISE:

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

M. DEBRIS:

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

**N. DUTY TO CLEAN ROADWAYS:**

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

**O. PUBLIC CONSTRUCTION PROJECTS:**

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

**P. ZONING CODE:**

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

*(Note: Additional miscellaneous requirements may apply in specific situations, which may then be added to this section. Such additional items may include sight distances, sump pump connections, wetland regulations, impact fees, etc.)*

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

The DEVELOPER shall pay and reimburse the TOWN promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the TOWN in connection with this development or relative to the construction, installation, dedication and acceptance of the development improvements covered by this agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. TOWN employee costs shall be based on regular TOWN pay rates (or Engineering and administrative overtime, if applicable) plus 40% on the hourly rate for overhead and fringe benefits for any time actually spent on the project. Any costs for outside consultants shall be charged at the rate the consultant charges the TOWN. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the financial guarantee held by the TOWN pursuant to this agreement, or assessed against the development land as a special charge pursuant to §66.0627, Wis. Stats.

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

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

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

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

SECTION XXIII. ZONING: The the TOWN herewith will agree not to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement.

SECTION XXIV. COMPLIANCE WITH CODES AND STATUTES: The DEVELOPER shall comply with all current and future applicable codes of the TOWN, County, State and federal government and, further, DEVELOPER shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the TOWN, County, State or federal government.

SECTION XXV. PRELIMINARY PLAT AND FINAL PLAT CONDITIONS: The DEVELOPER acknowledges that the SUBJECT LANDS are subject to a conditional preliminary plat approval and a conditional final plat approval by the TOWN. The DEVELOPER further agrees that it is bound by these conditions. A copy of the conditional preliminary plat approval for the SUBJECT LANDS is attached hereto and incorporated herein as EXHIBIT C, and the conditional final plat approval for the SUBJECT LANDS is incorporated herein as EXHIBIT D. If there is a conflict between the conditions as forth in said conditional approvals and the Developer's Agreement, the more restrictive shall apply.

*(Note: Additional conditions may also apply, and if so, should be added; e.g., conditions of rezoning, or conditional use permit, etc.)*

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

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

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

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

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

SECTION XXXI. SALES OF LOTS: No lots in the SUBJECT LANDS may be sold until Final Plat has been granted by the TOWN, unless otherwise expressly approved in writing by the TOWN Board.

SECTION XXXII. MORTGAGEE CONSENT: The undersigned mortgagee of the property identified in Exhibit A, consents to this Developer's Agreement, and agrees that its lien of mortgage shall be subordinate to the rights of the TOWN granted by this Developer's Agreement.

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

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

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

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

*(Developer's Name)*

By: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Signatory

STATE OF WISCONSIN )  
 )ss.  
COUNTY OF  (County)  )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the above named \_\_\_\_\_, Authorized Signatory of \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF WI  
My commission expires: \_\_\_\_\_

TOWN OF \_\_\_\_\_  
\_\_\_\_\_ COUNTY, WISCONSIN

\_\_\_\_\_  
TOWN Chairman

\_\_\_\_\_  
TOWN Clerk

STATE OF WISCONSIN )  
  )ss.  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF WI  
My commission expires: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

MORTGAGEE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



STATE OF WISCONSIN )  
 )ss.  
COUNTY OF (County) )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the  
above named \_\_\_\_\_, Authorized Signatory of  
\_\_\_\_\_, to me known to be the person who executed the  
foregoing instrument and acknowledged the same.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF WI  
My commission expires: \_\_\_\_\_

TOWN OF \_\_\_\_\_  
\_\_\_\_\_ COUNTY, WISCONSIN

APPROVED AS TO FORM:

\_\_\_\_\_  
TOWN Attorney

As Revised May 3, 2018  
B:\MyDocs\Frms\Dev Agr\model.Town.sewer and water.07-29-15

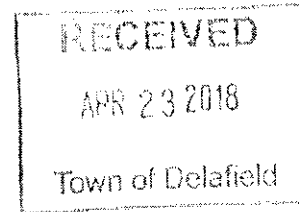


MAY 08 2018

ITEM # 86 PAGE 1 of 1



## Church of the Resurrection



April 19, 2018

Dear Mr. Barbeau and Town of Delafield Board,

I am writing on behalf of our future tenants, Lake Country Childcare, LLC. Due to unforeseen and unfortunate timing, the owners applied for a Conditional Use Permit during the period in which the Township had set a three month moratorium on issuing CUPs.

I would like to encourage you to consider Lake Country Childcare's CUP application at the earliest opportunity. The "conditional use" aspect of the space named in the application is not new. Church of the Resurrection has leased space to childcare and/or preschool businesses for many years.

We have formed a positive relationship with the Lake Country Childcare owners and are hoping that they will be granted the proper permit in a timely manner so the childcare center can open on the desired date. Expedited attention to the application would be greatly appreciated.

We are certain that the Board recognizes the many benefits that the establishment of new businesses bring to the Town of Delafield. We at Church of the Resurrection look forward to welcoming Lake Country Childcare, LLC to our building, and to many years of mutual interest and good will.

Thank you for your effort to attend to Lake Country Childcare's CUP application in a timely manner.

Respectfully,

The Rev. Kimberly Jordan  
Pastor, Church of the Resurrection



APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

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

FEE \$ 10.00

AGENDA ITEM

Wis., April 17 2018

To the governing body of the

MAY 08 2018

- Town of
Village of
City of

Delafield

ITEM # 8I PAGE 1 of 1

County of Waukesha

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

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

at the premises described below during a special event beginning 4/30/18 and ending 6/30/18 and agrees to comply with all law, resolution, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

- 1. ORGANIZATION (Bona fide club, church, lodge or society, veteran's organization or fair association):
(a) Name St. Anthony on the Lake Catholic Parish and School-Parish Picnic Festival
(b) Address 1280 N 101 Prospect Ave, Pewaukee, WI 53072
(c) Date organized 06/18/1955
(d) If corporation, give date of incorporation
(e) Names and addresses of all officers:
President Arch Bishop Jerome Listdecki
Vice President Rev. Anthony J. Zimmer
Secretary Cheryl Oliva
Treasurer Thomas Brandt
(f) Name and address of manager or person in charge of affair:

- 2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:
(a) Street number 1280 N 101 Prospect Ave, Pewaukee, WI 53072
(b) Lot Block
(c) Do premises occupy all or part of building?
(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Picnic Grounds; Lower level

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

St. Anthony on the Lake
Name of organization

Officer Fr Tony (Signature)

Officer Tom (Signature)

Date Filed 4/25/18

Date Reported to Council or Board 5/8/18

Date Approved

License No.







MAY 08 2018

**Town of Delafield**  
**Fermented Malt Beverages & Intoxicating Liquors License Application** EM # 87 **PAGE 1 of 7**

To the Board of Supervisors of the Town of Delafield:

I hereby apply for a License of service, from date hereof to June 30, 2018, inclusive (unless sooner revoked), Fermented Malt Beverages and Intoxicating Liquors, subject to the limitations imposed by Section 125.32(2) and 125.68(2) of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the sale of such beverages and liquors if a license is granted to me.

**New**  **Renewal**

**Please Print**

Driver's License Or WI ID #	Birth Date	Telephone Number		
First Name <i>Anthony</i>	Middle Initial <i>F</i>	Last Name <i>Erlandson</i>		
Street Address <i>613 County Rd II</i>	City <i>Fredonia</i>	State <i>WI</i>	Zip Code <i>53021</i>	
Social Security Number	United States Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Business Establishment For Which Applying <i>Pewaukee Yacht Club</i>	Street Address of Business			

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

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

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

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

(List additional offenses on back of form)

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


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

(List additional offenses on back of form)

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

Please be advised that the Waukesha County Sheriff will review and verify the information on your application. If any information is not complete or correct, it is likely that the Town Board will disapprove your license application.

Anthony Erickson, being first duly sworn on oath, says that he/she is the person who made and signed the foregoing application for an operator's license; that all statements made by the applicant are true and correct.

  
\_\_\_\_\_  
Signature of Applicant

Subscribed and sworn to before me this  
3rd day of May, 2018

Mary T. Hansen  
\_\_\_\_\_  
Notary Public, Waukesha County, WI

My commission expires 2/21/2020

<b>FOR OFFICE USE ONLY</b>
RECEIPT # <u>1034</u>
APPROVED BY TOWN BOARD _____
LICENSE# _____

NOW THEREFORE an Operator's license, pursuant to sections 125.32(2) and 125.63(2) of the Wisconsin Statutes and local ordinance, is hereby issued to said applicant.

for the period ending June 30, 2018.



Witness my hand and the corporate seal of the City of Pewaukee, County of Waukesha, State of Wisconsin, this 5th day of June, 2017.

*Janis Hurd*

Janis Hurd, Clerk/Treasurer  
Jan Hurd, Deputy Clerk



**OPERATOR'S LICENSE**

No. 18-034

WHEREAS, the local governing body of the City of Pewaukee, County of Waukesha, Wisconsin, has upon application duly made, granted and authorized the issuance of an Operator's License to:

**ANTHONY E. ERLANDSON**

AND WHEREAS, the said applicant has paid to the treasurer the sum of \$25.00 as required by local ordinances and has complied with all requirements necessary for obtaining a license:



STATE OF WISCONSIN  
DEPARTMENT OF JUSTICE

---

Request Date: **5/3/2018**

Report Date: **5/3/2018**

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

Name: **ERLANDSON, ANTHONY**

Date of Birth: .

Alias Names:

---

**NOTICE TO EMPLOYERS**

It may be a violation of state law to discriminate against a job applicant because of an arrest or conviction record. Generally speaking, an employer may refuse to hire an applicant on the basis of a conviction record only if the circumstances of the offense for which the applicant was convicted substantially relate to the circumstances of the particular job. For more information, see [Statute 111.335](#) and the Department of Workforce Development's publication, Arrest and Conviction Records Under the Law.

Before you make a final decision adverse to an applicant based on the following arrest record, in addition to any other opportunity you offer the applicant to explain the following arrest record, please notify the applicant of:

1. His or her right to challenge the accuracy and completeness of any information contained in a arrest record, and
2. The process for submitting a challenge

The applicant should submit his or her challenge to CIB on Form DJ-LE-247. Form DJ-LE-247 is available free of charge on [The Department of Justice website](#) or by calling [\(608\) 266-7314](#). A challenge may include a request for comparison of the fingerprints of the person submitting the challenge to the fingerprints on file that are associated with the Wisconsin arrest record below.

**NO RECORD FOUND**

An arrest record search based only on a name, date of birth, and other identifying data that is not unique to a particular person (like "sex" or "race") may result in:

1. Identification of criminal history records for multiple persons as potential matches for the identifying data submitted, or
2. Identification of an arrest history record belonging to a person whose identifying information is similar in some way to the identifying data that was submitted to be searched, but is not the same person whose identifying data was submitted for searching. The Crime Information Bureau

(CIB) therefore cannot guarantee that the response below pertains to the person in whom you are interested without a fingerprint submission.

Based on the above identifying data provided for this search, no matching Wisconsin arrest records were found at this time. These search results do not preclude an individual from having an arrest record at a local law enforcement agency that was not reported to the Department of Justice or in another state, or juvenile records that are confidential by law. The results of this search are effective and current for the date of this search only. A new search should be submitted if an updated response is needed at a later time.

Crime Information Bureau  
WI Department of Justice

### Background Request Payment

---

Date: 5/3/2018  
Time: 12:31 PM  
Entered By:  
mary.elsner@townofdelafield.org  
Order Reference Number: NMMNLjeS  
Request Type: General  
Number of Requests: 1  
Fees per Request:  
CIB: \$7.00

---

Total Fee: \$7.00

Payment Method: Bill to Account

Use the Order Reference Number listed above to  
retrieve your result online at:

<https://recordcheck.doi.wi.gov/BackgroundRequest/Results/NMMNLjeS>

