

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, AUGUST 28, 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 July 24, 2018, Town Board Minutes
5. Action on vouchers submitted for payment:
 - A. None
 - B. 1) Accounts payable; 2) Payroll
6. Communications (*for discussion and possible action*)
 - A. Thomas Koepp, LPSD (8/2/18), Re: Input Needed – Potential Revision to Pewaukee Lake's Stipulated Water Level
 - B. Eric J. Larson (8/9/18), Re: 2017 Wisconsin Act 243
 - C. Eric J. Larson (8/21/18), Re: 2017 Wisconsin Act 67
7. Unfinished Business
 - A. Discussion and possible action on an Ordinance to Repeal and Re-Create Section 9.02(2) of the Town of Delafield Municipal Code Concerning Regulation of Hunting with Bows and Arrows
 - B. Discussion and possible action on path plan between KE and North Shore Park parking lot

Town of Delafield Board of Supervisors Meeting Agenda

August 28, 2018

Page 2

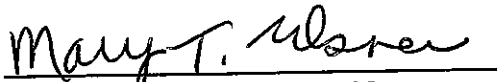
8. New Business

- A. Discussion and Possible Action on Relocation of Lake Country Municipal Court
- B. Discussion and Possible Action on Plan Commission's Recommendation to Approve the Final Plat for White Oak Conservancy Subdivision Located at the Southwest Corner of Cushing Park Road and Abitz Road
- C. Approval of Reduction in Letter of Credit for White Oak Conservancy
- D. Approval of Just Fix It Road Resolution
- E. Approval of Plan Commission Chair
- F. Appointment to Park and Recreation Commission
- G. Set Trick-or-Treat Date and Hours
- H. Set Budget Workshop Dates

9. Announcements and Planning items

- A. Next Park and Recreation Commission Meeting – September 10
- B. Next Plan Commission Meeting – September 11 (Joint Public Hearing with Town Board)
- C. Next Town Board Meeting – September 11

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 – 8/23/2018

TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING
July 24, 2018

Members Present: L. Krause, P. Van Horn, E. Kranick, R. Troy, C. Smith

Others Present: D. Roberts, *Highway Superintendent*, T. Barbeau, *Town Engineer*, M. Larsuel, *Waukesha County Sheriff's Dept.*, T. Dunker, *Waukesha County Sheriff's Dept.*, 2 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

Fourth order of business: Approval of July 10, 2018, Town Board Minutes
MOTION MADE BY MR. TROY, SECONDED BY MR. KRANICK TO APPROVE THE MINUTES AS PRESENTED 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

MOTION MADE BY MR. KRANICK, SECONDED BY MR. TROY TO AMEND THE 2018 BUDGET AS FOLLOWS: REMOVE \$47,032.98 FROM ACT 102 SAVINGS (ACCT. #10-26120), ADD \$47,032.98 AS "EMT GRANT REVENUE" (ACCT. #10-43440) AND ADD FUNDS TO "AMBULANCE CAPITAL TOTALING \$47,032.98 (ACCT. #10-52300-810). MOTION CARRIED.

B. 1) Accounts payable; 2) Payroll

Accounts Payable

MOVED TO APPROVE PAYMENT OF CHECKS #60503 – #60545 IN THE AMOUNT OF \$137,448.43

Payroll

MOVED TO APPROVE PAYMENT IN THE AMOUNT OF \$48,918.31

MR. TROY/MR. KRANICK

MOTION CARRIED.

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

A. Jim Kunz (7/19/18), Re: Community Tree/Shrub Summary

Chairman Krause stated that this is a follow up of the information Mr. Kunz provided at the last Town Board meeting.

Seventh order of business: Unfinished Business

A. Review of Maple Avenue speed/traffic study

Captain Larsuel presented a data analysis summary (speed enforcement evaluator) on Maple Avenue outlining low, medium and high enforcement ratings. It includes the dates of June 19 through June 27 summarizing speeds at best times for enforcement. In response to the question as to the next step in speed management, she suggested that the Town contact a Waukesha County civil engineer for direction.

The consensus of the Town Board is to add more signage to alert drivers traveling southbound.

MOTION MADE BY MR. KRANICK, SECONDED BY MR. SMITH TO DIRECT ENGINEER BARBEAU TO DISCUSS OPTIONS WITH THE WAUKESHA COUNTY CIVIL ENGINEER ON AREAS TO ADD INCREASED SIGNAGE TO THOSE TRAVELING SOUTHBOUND ON MAPLE AVENUE. MOTION CARRIED.

B. Discussion and possible action on deer management

Chairman Krause highlighted points of discussion from the last meeting and stated the following re: the Town's ordinance on bow hunting, "No person shall discharge a bow and arrow within 150 feet of any building or roadway within the Town". DNR regulations are 0 ft. from residence.

Mr. Troy suggested, in order to save money and resources, the Town Board request the Town Attorney remove all reference of "bow hunting" from the current ordinance. The Town would default to State Statute. Also, request nuisance permits to resolve issues, someone to work with Cindy Duchow to see if we can get access to open up State land to hunting and begin conversations with surrounding communities to come up with a regional solution.

MOTION MADE BY MR. TROY, SECONDED BY MR. KRANICK TO REQUEST THAT THE TOWN ATTORNEY BRING THE CURRENT BOW HUNTING ORDINANCE IN LINE WITH STATE ORDINANCE RE: OFFSETS. MOTION CARRIED.

MOTION MADE BY MR. TROY, SECONDED BY MR. KRANICK TO DIRECT THE TOWN CHAIRMAN TO WORK WITH THE DRN TO OBTAIN NUISANCE PERMIT TAGS. MOTION CARRIED.

MOTION MADE BY MR. KRANICK, SECONDED BY MR. SMITH TO DIRECT SUPERVISOR TROY TO CONTINUE WORKING WITH REPRESENTATIVE DUCHOW, SENATOR KAPENGA AND OTHER STATE REPRESENTATIVES ON OPENING UP STATE LANDS (FORMER ETHAN ALLEN PROPERTY) AND LAPHAM PEAK PARK TO HUNTING. MOTION CARRIED.

Mr. Smith offered to contact City of Delafield to come up with a municipal solution.

Brian Southard, Bryn Dr., is concerned about people going onto other people's properties and randomly shooting deer, if the offsets in the ordinance change. The more you "open it up", the negatives arise.

C. Discussion and possible action on path plan between KE and North Shore Park parking lot

Engineer Barbeau presented the proposed street crossing plan stating a quote for the 2 concrete sidewalk pieces in the amount of \$5500.00 (the Town's cost would be \$2750.00) and the asphalt work in the amount of approximately \$7400. The excavation, stone and restoration are not included in these prices. He will provide additional quotes at the next meeting.

D. Discussion and possible action on wall work and painting at the highway garage

Mr. Roberts stated that he planned on his staff doing the wall work and painting the highway garage later this year.

Eighth order of business: New Business**A. Highway Garage Roof Project bid award**

Engineer Barbeau stated that 6 companies took out plans, and the Town received 2 bids: Langer Roofing & Sheet Metal Inc.: Base Bid - \$61,750.00, Allowance - \$4,000.00 + Alternate Add #1 (Exterior Wall Repairs) - \$2,085.00 and Kaschak Roofing Inc.: Base bid - \$72,400.00, Allowance - \$4,000.00 + Alternate Add #1 (Exterior Wall Repairs) - \$2,100.00.

MOTION MADE BY MR. KRANICK, SECONDED BY MR. VAN HORN TO ACCEPT THE BID FROM LANGER ROOFING & SHEETING METAL INC. IN THE AMOUNT OF \$65,750.00 AND THE ALTERNATE BID FROM LANGER ROOFING & SHEETING METAL INC. IN THE AMOUNT OF \$2,085.00. MOTION CARRIED.

B. Discussion re: Yard Waste program

Chairman Krause directed attention to the yard waste program information provided by Advanced Disposal. As a Town, do we want to provide the subject service?

Mr. Kranick stated that many people in the town compost and/or burn their yard waste.

The general consensus of the Town Board is to continue with the options to either burn yard waste or purchase stickers from Advanced Disposal for curbside pick-up.

C. Approval of Reduction in Letter of Credit for Hawks Haven

MOTION MADE BY MR. KRANICK, SECONDED BY MR. VAN HORN TO REDUCE LETTER OF CREDIT FOR HAWKS HAVEN BY \$81,000, LEAVING A BALANCE OF \$52,900. MOTION CARRIED.

D. Discussion and Possible Action on Plan Commission's Recommendation to approve a Certified Survey Map to combine two parcels into one parcel located at W297 N2917 Oakwood Grove Road

MOTION MADE BY MR. KRANICK, SECONDED BY MR. TROY TO APPROVE A CERTIFIED SURVEY MAP TO COMBINE TWO PARCELS INTO ONE PARCEL LOCATED AT W297 N2917 OAKWOOD GROVE ROAD. MOTION CARRIED.

E. Consideration and possible action on Operator's Renewal License for the period of 7/1/18 to 6/30/20:
Aleena Tjugum – Western Lakes Golf Club

MOTION MADE BY MR. KRANICK, SECONDED BY MR. SMITH TO APPROVE AN OPERATOR'S RENEWAL LICENSE FOR THE PERIOD OF 7/1/18 TO 6/30/20 FOR ALEENA TJUGUM – WESTERN LAKES GOLF CLUB. MOTION CARRIED.

Ninth Order of Business: Announcements and Planning Items

A. Next WI Towns Association Waukesha County Unit Meeting July 25 – Town of Oconomowoc – W359N6812 Brown Street - 7:00 p.m.

B. Next Plan Commission Meeting – August 7

C. Next Park and Recreation Commission Meeting – August 13

D. Partisan Primary Election – August 14

E. Next Town Board Meeting – August 14 (CANCELLED DUE TO ELECTION)

MOTION MADE BY MR. TROY, SECONDED BY MR. SMITH TO CANCEL THE AUGUST 14 TOWN BOARD MEETING SUBJECT TO TOWN ATTORNEY VALIDATION. MOTION CARRIED.

F. Next Town Board Meeting – August 28

Tenth Order of business: Adjournment

MOTION MADE BY MR. KRANICK, SECONDED BY MR. VAN HORN TO ADJOURN AT 8:14 P.M. MOTION CARRIED.

Respectfully submitted,

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

Minutes approved on:

AUG 28 2018

ITEM # 6A PAGE 1 of 4

August 2nd, 2018

Scott Klein, Administrator
City of Pewaukee
W240 N3065 Pewaukee Road
Pewaukee, WI 53072

Larry Krause, Chairman
Town of Delafield
N14 W30782 Golf Road
Pewaukee, WI 53072

Scott Gosse, Administrator
Village of Pewaukee
235 Hickory Street
Pewaukee, WI 53072

SUBJECT: Input Needed – Potential Revision to Pewaukee Lake’s Stipulated Water Level Order

Dear Mr. Klein, Krause and Gosse,

The Lake Pewaukee Sanitary District (LPSD) commissioned the Southeastern Wisconsin Regional Planning Commission (SEWRPC) to update the Lake’s management plan. The updated report is anticipated to be released late this year. A part of this effort included reviewing lake use, aquatic plant management, dam operation, flooding, and other factors related to the Lake’s water level regimen. With this letter, we formally request your thoughts regarding small changes to the existing water level order (the document that legally stipulates elevation ranges of the Lake’s water surface) and your active participation in the public outreach process.

BACKGROUND

The WDNR published the existing water level order on June 14, 1974. The order stipulates the following:

1. “The maximum level of Pewaukee Lake is hereby established at elevation 852.80 feet, mean sea level.
2. The minimum level of Pewaukee Lake is hereby established at elevation 852.20 feet, mean sea level.
3. From May 15 to October 1 of each year, the Village of Pewaukee shall maintain a lake level as near the maximum as can reasonably be accomplished by proper operation of the dam.
4. From October 15 to May 1 of each year, the Village of Pewaukee shall maintain a lake level as near the minimum as can reasonably be accomplished by proper operation of the dam.

5. From May 1 to May 15, weather permitting, the lake level shall be gradually raised to conform to provision 3, above, and from October 1 to October 15, weather permitting, the lake level shall gradually be lowered to conform to provision 4, above.

6. The Department shall retain jurisdiction indefinitely for the purpose of amending or rescinding this order in accordance with public interest.”

Many changes have occurred in the 44 years that have elapsed since the original water level order was approved. The most obvious change is the complete removal of the Lake’s outlet dam and replacement with a new dam with very different operational capabilities. The new dam allows more flexible water level management, but also requires more operator oversight and maintenance, both of which can be enhanced by continuous measurement of the Lake’s water level elevation. The Pewaukee Lake watershed has experienced high rates of growth and urban development since the issuance of the original order, changes that increase the amount of runoff reaching the Lake. Finally, weather patterns appear to be changing, with early post-winter ice out more common than in the past. All these factors require consideration when crafting a new water level order. At a minimum, the water level order must be revised to reflect the presence of the newly reconstructed outlet dam.

The intent of this letter is to determine if communities around the Lake are in agreement that a dam order change is necessary. If so, then a formal request will be made to WDNR along with a commitment to participate in a public informational meeting to get their input.

Two meetings were already held to identify and examine issues with the existing water level regimen. Attendees at the meetings included the Village of Pewaukee (the dam operator), the City of Pewaukee, the Wisconsin Department of Natural Resources (WDNR), SEWRPC, and the LPSD. These meetings helped refine issues that many feel benefit the Lake and its residents.

PROPOSED CHANGES

To foster modern lake use and healthy lake ecology, and adjust to land use and weather pattern changes, management challenges, and public preferences, the timing of Lake filling and drawdown would be modified. Under this proposal, the Lake would be refilled substantially earlier in the spring every year, and, based upon weather conditions, may also be held at the higher summer elevation range a bit later into the fall. More details are presented below.

- **Spring refill.** The Lake would begin to be refilled starting March 15th, or the date when the Lake is completely free of ice cover, whichever is earlier. This refill timing better matches the Lake’s natural hydrology and thereby benefits its ecology, including fish spawning activity. The earlier refill timing also benefits early-season on-the-water recreation, and assures that the Lake is full for opening day of the fishing season.
- **Fall drawdown.** The Lake’s water temperature would control when Lake drawdown would be completed. All drawdown would be completed by the time water temperature reaches 55 degrees Fahrenheit. This would be done to protect hibernating animals within the Lake. SEWRPC is currently completing a comprehensive study of the Lake. As part of their study, SEWRPC will look at temperature patterns. Using this information, an alternate date could be suggested that would not be likely to differ significantly from the present stipulation (October 15th). A later fall drawdown helps the LPSD control invasive Eurasian aquatic milfoil, helps lakeshore residents have time to prepare for winter conditions (e.g., facilitates convenient seasonal boat removal), and encourages late-season water sports.

In summary, the six points listed in the 1974 water level order would be proposed to be modified roughly as follows:

1. The maximum level of Pewaukee Lake is hereby established at elevation 852.80 feet, mean sea level.
2. The minimum level of Pewaukee Lake is hereby established at elevation 852.20 feet, mean sea level.

3. From ~~May 15~~ April 1 of each year, or two weeks following annual post-winter ice out (whichever is earlier), to October 1, or the date two weeks before the Lake water temperature is anticipated to fall below 55 degrees Fahrenheit (whichever is later), the Village of Pewaukee shall maintain a Lake level as near the maximum as can be reasonably be accomplished by proper operation of the dam.
4. From October 15 or the date when the Lake water level declines to 55 degrees Fahrenheit to May 1 ~~March 15~~ of each year, or the date of annual post-winter ice out (whichever is earlier), the Village of Pewaukee shall maintain a Lake level as near the minimum as can reasonably be accomplished by proper operation of the dam.
5. From ~~May 1 to May 15~~ March 15 to March 29, or during the two weeks following annual post-winter ice out, weather permitting, the Lake level shall be gradually raised to conform to provision 3, above, and from October 1 to October 15, or the date two weeks before Lake water temperatures reach 55 degrees Fahrenheit (whichever is later), weather permitting, the Lake level shall gradually be lowered to conform to provision 4, above.
6. The Department shall retain jurisdiction indefinitely for the purpose of amending or rescinding this order in accordance with public interest.

YOUR ROLE

The WDNR's water level order has not been modified since its introduction in 1974. Over the past 44 years, lake conditions, weather patterns, lake use activities, and people's expectations have changed. The LPSD, the WDNR, and the Town of Delafield, The City of Pewaukee and the Village of Pewaukee have discussed this issue at length and would like to petition to revise the water level order in the manner generally described above. Before doing so we would greatly appreciate your opinion. In the space provided at the end of this letter, please give us feedback as to whether you generally agree or disagree with the changes.

Thanks for taking the time to consider these changes.

Sincerely,

Thomas Koepp, P.E., LEED AP
Manager
Lake Pewaukee Sanitary District

Cc: Steve Bierce, City of Pewaukee Mayor
Dan Naze, P.E., Village of Pewaukee Engineer/DWP
Tom Slawski, PHD, Chief Biologist, SEWRPC
Dale Buser, Principal/Specialist, SEWRPC
Michelle Hase P.E., WDNR Water Reg and Zoning Engineer
Ben Huessner, WDNR Fisheries Biologist
Heidi Bunk, WDNR Lakes Biologist
Don Gallo, Atty, Axley Brynelson, LLP
John Ruf, President, Lake Pewaukee Sanitary District

Stakeholder Feedback

1. Are you open to the spring water level order changes suggested in this letter? YES NO

2. Are you open to the fall water level order changes suggested in this letter? YES NO

3. Would you suggest any changes to our proposal? YES NO. If yes, please

comment: _____

4. Please give us some detail on what thoughts went into your decision making

process: _____

5. Organization Name: _____

6. Your Printed Name: _____

7. Your Signature: _____

8. Today's Date: _____

AUG 28 2018

ITEM # 6B PAGE 1 of 29

ARENZ, MOLTER, MACY, RIFFLE, LARSON & BITAR

MUNICIPAL LAW & LITIGATION GROUP, S.C.

730 N. GRAND AVENUE
 WAUKESHA, WISCONSIN 53186
 Telephone (262)548-1340
 Facsimile (262)548-9211
 Email: elarson@ammr.net

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

PAUL E. ALEXY
 MATTEO REGINATO
 R. VALJON ANDERSON
 LUKE A. MARTELL
 SAMANTHA R. SCHMID
 STEPHEN J. CENTINARIO, JR.
 TIMOTHY A. SUHA

August 9, 2018

Town Board
 Town of Delafield
 W302 N1254
 Delafield, WI 53018

**Re: 2017 Wisconsin Act 243
 Developer's Bill
 Recommendations**

Ladies and Gentlemen:

On April 5, 2018 the law known informally as the "Developer's Bill" took effect making numerous changes to State laws that revise and preempt local authority concerning several development-related issues that affect your municipality. The changes touch on many areas of municipal regulation, too numerous and detailed to consider in this general opinion letter. Rather than attempt to describe every change in detail, I am writing with three goals in mind: (1) I am writing to make you aware of the subjects of these changes; (2) I will offer a few specific recommendations based on our early experience with these laws; and (3) I have taken this opportunity to update our generic model developer's agreement, and I am enclosing that document for your consideration.

I. Preemptions

This legislation is not focused on any particular issue, but addresses numerous issues. The changes include:

- Condemnation. Increase the relocation benefits a municipality must pay for condemnation of property; and revise the compensation calculations.
- Zoning. Eliminate the protest petition certain neighbors previously could file to force a super-majority requirement for zoning changes.
- Levy Limit. Create a new levy limit exception for added affordable housing, provided that the added levy revenue must be designated solely for emergency services.
- Impact Fees. Change impact fees, by giving developers an ability to defer payment in some situations and by shortening the time by which impact fees must be spent or

refunded in some situations, and increasing the time for appeal. The refund portion of this new law applies to impact fees adopted after the effective date of the legislation (April 5, 2018).

- Building. Preempt some local regulation of construction projects, including construction hours, and preempt ordinances that are more restrictive than the Uniform Dwelling Code, and require building inspections within 14 business days after receiving a request.
- Stormwater. Change stormwater regulation, to limit stormwater fees in some situations.
- Housing Reports. Require local reporting of progress on the housing element of the comprehensive plan and local reporting regarding residential development fees. This applies only to cities and villages with populations of 10,000 or more.
- Development. Reduce the costs that can be included in the calculation of the financial guarantee, impose restrictions on financial guarantees that municipalities can require, and obligate municipalities to issue permits to allow the commencement of construction in some situations.

II. Recommendations: Construction, Land Division and Development Control

Again, the preemptions are too numerous and broad to discuss at length in this correspondence. If you have particular concerns regarding any of the foregoing issues, please contact me and we can consider those issues further. In the several weeks that have passed since the law was adopted, we have seen a few issues arise, and I note the following recommendations:

1. Construction hours. The legislation preempts municipalities from having narrower construction hours on Saturdays than they impose on weekdays. The statute says:

(2) CONSTRUCTION PROJECTS; WEEKEND WORK. (a) A political subdivision may not prohibit a private person from working on the job site of a construction project on a Saturday. A political subdivision may not impose conditions that apply to a private person who works on a construction project on a Saturday that are inapplicable to, or more restrictive than the conditions that apply to, such a person who works on a construction project during weekdays.

Recommendation: If you regulate construction hours, you cannot be more restrictive on Saturdays than you are on weekdays. An ordinance amendment may be needed. Some of my clients are reducing weekday construction hours to match their Saturday hours, as the only way to maintain the intended Saturday limits.

2. Protest petition. For decades, property owners located within a certain proximity of a zoning change had an ability to file a protest petition, which would trigger a super-majority requirement for the zoning amendment to pass. Many zoning

codes include language very similar to the former State law, describing this ability to protest and to create a super-majority requirement. The statutory protest petition language is now repealed. If you continue to describe a protest petition in your zoning code, be advised, there is no statutory basis for that provision. A significant legal dispute could arise about how many votes are required for a zoning ordinance to pass, if your code maintains that super-majority requirement that has been repealed from the statute.

Recommendation: I recommend that you review your zoning code to determine whether it includes a protest petition or super-majority requirement, based upon the former statute. If so, I recommend that you repeal that provision of your zoning code, to maintain consistency with the statutory framework.

3. Park Dedication Fees. The new law requires that any fee to fund the acquisition and initial improvement of parks that is required by a land division control ordinance (per Section 236.45(6)(am), Stats.) must be adopted through the impact fee statute procedures (per Section 66.0617(3) to (10), Stats.). This interplay between park dedication fees and impact fees has been modified by the State legislature numerous times in the past several years. This latest revision means that the fees you charge developers for acquisition or improvement of parks cannot be enforced unless they were adopted pursuant to a needs assessment, and after a public hearing, as described in the impact fee statute.

Recommendation: I recommend that you review your park dedication fees, to see whether they are imposed by a separate impact fee ordinance, or only in your subdivision control ordinance. If they are only imposed as part of your subdivision control ordinance, they probably were not adopted pursuant to the procedures that are now required, and they probably cannot be enforced. In that event, if you intend to continue to charge those fees, an impact fee ordinance, or a subdivision control ordinance amendment that follows the procedures of an impact fee ordinance, is required. This change must be made now, before a development application is received, if you want to impose the fee on any new development.

4. Financial Guarantee. As a result of this new legislation, coupled with changes made in the immediately prior legislative session, municipalities are severely limited in the financial guarantees that they can require of developers. Municipalities are required to let the developer choose between a bond or a letter of credit:

§236.13(2)(am) 1m. a. If the governing body of the town or municipality requires a subdivider to provide security under subd. 1. a., the governing body shall accept a performance bond or a letter of credit, or any combination thereof, at the subdivider's option, to satisfy the requirement.

The bond can even be provided by the developer's contractor, but this requires our agreement:

The subdivider and the governing body of the town or municipality may agree that all or part of the requirement to provide security under subd. 1. a. may

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Town Board
July 28, 2018
Page 4

be satisfied by a performance bond provided by the subdivider's contractor that names the town or municipality as an additional obligee provided that the form of the contractor's performance bond is acceptable to the governing body of the town or municipality.

If a bond is provided, municipalities are limited in their consideration of the form of the bond:

§236.13(2)(am) 1m c. Unless the governing body of a town or municipality demonstrates that a bond form does not sufficiently ensure performance in the event of default, the governing body of the town or municipality shall accept a performance bond under this subdivision if the person submitting the performance bond demonstrates that the performance bond is consistent with a standard surety bond form used by a company that, on the date the bond is obtained, is listed as an acceptable surety on federal bond is the most recent circular 570 published by the federal department of the treasury.

If we object to the terms of the surety bond, we must "demonstrate" that our suggested changes are needed to ensure performance. There is no explanation in the statute of what this demonstration must include or to whom we must make this demonstration.

We have encountered situations when sureties have failed to pay when required, causing our client to sue the surety to recover payment. We have also encountered situations where sureties have engaged in protracted negotiation, with the sureties demanding that our clients enter a "takeover agreement" before the surety performs on the bond. If we have to engage in protracted negotiation, limit our rights, or sue to recover the funds, we do not have an adequate financial guarantee. As a result, we routinely recommend against allowing a bond to serve as the financial guarantee for a development project. Note that this is different from a municipal construction project, where we often allow bonds, because in such instances we have the additional overriding remedy of declining to make payment if we aren't satisfied with the work. When a developer builds public improvements intending to dedicate them to the municipality, such as new roads in a new subdivision, we have the same need to ensure the improvements are properly built, but we have no other remedy than the financial guarantee, so the guarantee must be more certain than a bond can provide.

Recommendation: I recommend that whenever a developer insists on providing a bond rather than a letter of credit, require the improvements to be completed before the final plat is recorded. That is the only way you can ensure that the public improvements are completed to your satisfaction, without risks of protracted litigation. Your ordinances may need to be updated before you can apply this recommendation, because your ordinance needs to say that all work must be completed before the plat is recorded. Your ordinance could include an exception to say that the municipality may allow the work to be completed after the plat is recorded if a letter of credit (not a bond) is provided as a financial guarantee.

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Town Board
July 28, 2018
Page 5

III. Generic Model Developer's Agreement

As you know, we have maintained a model developer's agreement for our clients for many years. The model developer's agreement is offered to developers as a starting point for the consideration of their projects, to help focus on key areas. We ask developers to draft the developer's agreement for their project, for our review. Developers are told that they do not need to use our model, but they should expect that we will review what they provide in light of the terms in the model. We expect the agreement the developer provides to be as protective of the municipality as are the terms of the model.

Given the substantial changes made by this new State legislation, we have taken the opportunity to update our model agreement accordingly. These updates have been made with the intent of retaining as many protections that were in the prior model as the new legislation allows. Some local control has been lost, however, and we have therefore been required to remove and modify some municipal protections. The enclosed protects the municipal interests to the full extent current State laws allow.

The enclosed is a *generic* model. We have assisted many of our clients to prepare models based on our generic model, that apply only to their municipality, including some unique terms and conditions. The attached, therefore, may not be a replacement for your model, but may provide a starting point for updating your particular version. I can update your particular version on request.

I recommend that you circulate this letter and the attachment to your municipal Engineer, Director of Public Works, Building Inspector, and all persons and entities in your municipality who are involved with land development issues. If you should have any questions or concerns regarding this matter, please do not hesitate to contact me. I would be happy to assist in drafting the necessary documents to accomplish your intent on request.

Yours very truly,

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Eric J. Larson

Eric J. Larson

EJL/egm
Enclosure

cc: Mary Elsner, Town Clerk

C:\MyFiles\DeLafield\Opinions\Client Opinion ltr re Developer's Bill 8.3.18.docx

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

MODEL DEVELOPER'S AGREEMENT
FOR
(name of Development)
MUNICIPALITY OF _____, _____ COUNTY, WISCONSIN

THIS AGREEMENT made this _____ day of _____, _____, between
(Developer's Name) _____, a (type of entity) _____, (Address) _____,
hereinafter called "DEVELOPER", and the MUNICIPALITY of _____ in the
County of _____ and the State of Wisconsin, hereinafter called the
"MUNICIPALITY".

WITNESSETH:

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

(Note: This model agreement is drafted assuming that the DEVELOPER owns the subdivision land. If the DEVELOPER does not own the subdivision land at the time that this agreement is entered, numerous changes are needed throughout the agreement, and the owner of the subject lands must be a party to the agreement.)

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 _____, which allows the above-described development; and

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

WHEREAS, the DEVELOPER and MUNICIPALITY 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 MUNICIPALITY, provided that said public improvements are constructed to municipal specifications, all applicable government

regulations, this agreement and as required by the MUNICIPALITY Engineer, without cost to the MUNICIPALITY; and

WHEREAS, this agreement is necessary to implement the MUNICIPALITY 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 MUNICIPALITY Plan Commission and MUNICIPALITY Board, conditions of certain agencies and individuals in the County, all MUNICIPALITY ordinances and all laws and regulations governing said development; and

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

(Note: This model assumes the land is divided by plat. If the land is divided by certified survey map (CSM), different terms apply. Note that the financial guarantee limitations of Wisconsin Statutes Section 236.13(2) apply only to plats.)

WHEREAS, the DEVELOPER is now seeking from the Plan Commission and MUNICIPALITY Board of the MUNICIPALITY of _____ final plat approval for the development; and

WHEREAS, the DEVELOPER has offered to provide a financial guarantee in the form of a Letter of Credit to induce the MUNICIPALITY to allow the final plat to be recorded prior to completion of the improvements, which the Municipality has accepted, and this consideration forms an integral part of this agreement.

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 MUNICIPALITY 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 MUNICIPALITY written certification from the DEVELOPER'S Engineer or Surveyor that all public street plans are in conformance with all federal, state, county and MUNICIPALITY specifications, regulations and ordinances, and written proof from the MUNICIPALITY Engineer evidencing review and approval of said plans.

CAUTION: Use of this model form is not appropriate for every circumstance. Consult your legal advisor.

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 MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY Board no later than _____, or as extended by the MUNICIPALITY Board. The "first lifts" include the "binder course" as defined in Wisconsin Statutes Section 236.13(2)(ad)1.
5. The final lift of asphalt shall be placed on all public streets after at least one winter season, but not later than twelve (12) months after completion of the first lifts of asphalt, unless extended by the MUNICIPALITY Board and the DEVELOPER and the Post-substantial Security is extended by the same period of time.

(Note: The financial guarantee can continue only for 14 months after the first lifts are complete, per Wisconsin Statutes Section 236.13 (2)(am)c. Therefore, the final lift must be completed within 12 months of the completion of the first lifts, leaving at least 2 months to consider whether it is necessary to draw on the financial guarantee before it expires.)

(Note: All references to phasing are removed, because Wisconsin Statute Section 236.13(2)(am)1.b. prohibits requiring a guarantee for any subsequent phase; therefore, a new agreement is needed for each phase.)

6. The DEVELOPER shall maintain public streets, including snowplowing, unless otherwise approved by the MUNICIPALITY Administrator, until accepted by resolution by the MUNICIPALITY Board.
7. The DEVELOPER shall furnish "as built" plans showing changes from the construction plans, pursuant to specifications approved by the MUNICIPALITY Engineer. Said "as built" shall be on reproducible mylar and digital file, and shall include field locations and hydrant valves and curb stops, if any.
8. Contractors working on the development or on individual lots are required to clean up all mud, dirt, stone or debris on the streets no later than the end of each working day. In addition, the DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until such time as the final lift of asphalt has been installed by the DEVELOPER and accepted by the MUNICIPALITY Board. The MUNICIPALITY 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

CAUTION: Use of this model form is not appropriate for every circumstance. Consult your legal advisor.

notice from the MUNICIPALITY. If said mud, dirt, stone or debris are not cleaned up after notification, the MUNICIPALITY will do so at the DEVELOPER's and/or subject property owner's expense, at the option of the MUNICIPALITY.

B. SANITARY SEWER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the MUNICIPALITY written certification from the DEVELOPER's Engineer that the sanitary sewer plans are in conformance with all Federal, State and MUNICIPALITY of _____ specifications, regulations, ordinances and guidelines and written proof that the MUNICIPALITY Engineer has approved said plans.
2. To construct, furnish, install and provide a complete sewerage system for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings on file in the MUNICIPALITY Clerk's office and all applicable Federal, State and MUNICIPALITY of _____ ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the MUNICIPALITY of _____ and as approved by the MUNICIPALITY Engineer.
3. To clean all sanitary sewers in the SUBJECT LANDS prior to acceptance of the improvements and issuance of building permits by the MUNICIPALITY of _____.
4. To furnish "as built" plans of the sanitary sewage system for the SUBJECT LANDS, including locations of laterals to lot lines, pursuant to specifications approved by the MUNICIPALITY Engineer prior to the issuance of building permits.
5. To televise the sanitary sewer system for the SUBJECT LANDS, repair any defects as determined by the MUNICIPALITY Engineer, supply the video tape to the MUNICIPALITY of _____ and clean all sewer lines prior to the issuance of building permits and acceptance of the improvements by the MUNICIPALITY of _____.
6. That no building permits shall be issued until the sanitary sewer system for the SUBJECT LANDS has been dedicated to and accepted by the MUNICIPALITY of _____.

C. WATER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the MUNICIPALITY written certification from the DEVELOPER's Engineer that the water system plans are in conformance with all Federal, State and MUNICIPALITY of _____ specifications, regulations, ordinances and guidelines and written proof that the MUNICIPALITY Engineer has approved said plans.

CAUTION: Use of this model form is not appropriate for every circumstance. Consult your legal advisor.

2. To construct, furnish, install and provide a complete water system for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings on file in the MUNICIPALITY Clerk's office and all applicable Federal, State and MUNICIPALITY of _____ ordinances, specifications, regulations and guidelines for the construction of water systems in the MUNICIPALITY of _____ and as approved by the MUNICIPALITY Engineer.
3. The DEVELOPER shall furnish "as built" plans showing changes from the construction plans, pursuant to specifications approved by the MUNICIPALITY Engineer. Subject to intellectual property rights, said "as built" plans shall be on reproducible mylar and digital file, and shall include field locations and hydrant valves and curb stops, if any.
4. That no building permits shall be issued until the water system for the SUBJECT LANDS has been dedicated to and accepted by the MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY regulations, guidelines, specifications, laws and ordinances, and written proof that the MUNICIPALITY Engineer and the _____ 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 MUNICIPALITY Clerk's office, and all applicable federal, state, county and MUNICIPALITY regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the MUNICIPALITY Engineer and the _____ County Department of Park and Land Use, Land Resources Division, if applicable, including where necessary as determined by the MUNICIPALITY Engineer, curb, gutter, storm sewers, catch basins and infiltration/retention/detention basins.
3. The DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed and accepted by the MUNICIPALITY Board before any building permits are issued.
4. To maintain roads free from mud and dirt from construction of the development.

5. The MUNICIPALITY 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 MUNICIPALITY Engineer.
 6. The DEVELOPER shall clean all storm sewers, if any, prior to issuance of building permits and acceptance of improvements by the MUNICIPALITY Board.
 7. The MUNICIPALITY retains the right to require DEVELOPER to install additional surface and storm water drainage measures if it is determined by the MUNICIPALITY Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable stormwater drainage within the development and surrounding area.
 8. To furnish "as built" plans of the entire drainage system, pursuant to specifications approved by the MUNICIPALITY Engineer prior to the issuance of building permits, if required by the MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY Engineer and the _____ 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 MUNICIPALITY Engineer, the _____ 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 MUNICIPALITY Engineer within seven (7) days of disturbance. Any cash or letter of credit posted with the MUNICIPALITY will not be released until the MUNICIPALITY 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 MUNICIPALITY an estimated cost of _____ 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 MUNICIPALITY if the costs are less than _____ dollars (\$ _____).

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 MUNICIPALITY, 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 MUNICIPALITY Engineer prior to the issuance of any building permits.
4. The DEVELOPER shall delineate all wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the MUNICIPALITY staff prior to the issuance of building permits.
5. The MUNICIPALITY has the right to trim and remove any features which would interfere with safe operation and maintenance of the MUNICIPALITY rights-of-way 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 MUNICIPALITY shall be obtained and placed by the MUNICIPALITY, or by the DEVELOPER with approval of the MUNICIPALITY, and the cost thereof shall be paid by the DEVELOPER.
 2. All traffic control signs and street signs, as required by the MUNICIPALITY will be installed within five (5) working days of the placement of the first lifts of asphalt.
- I. STREET LIGHTS: The DEVELOPER hereby agrees to install a street lighting system in the development according to a plan prepared by the Wisconsin Electric Power Company and on file with the MUNICIPALITY Clerk and approved by the MUNICIPALITY of _____ prior to issuance of building permits unless waived by MUNICIPALITY Staff.

(Note: Other specific required improvements should be listed as separate lettered categories, as may be necessary with regard to specific developments. Not all of the foregoing improvements apply to every project.)

J. ADDITIONAL IMPROVEMENTS: The DEVELOPER hereby agrees that if, at any time after plan approval and during construction, the MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY may cause such work to be carried out and shall charge against the financial guarantee held by the MUNICIPALITY pursuant to this agreement.

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

SECTION III. FINAL ACCEPTANCE. Throughout this agreement, various stages of the development will require approval by the MUNICIPALITY. "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 MUNICIPALITY 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 MUNICIPALITY, upon completion of the above described improvements, unconditionally give, grant, convey and fully dedicate the public improvements to the MUNICIPALITY, 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 MUNICIPALITY shall have the right to connect or integrate other improvements as the MUNICIPALITY decides, with no payment or award to, or consent required of, the DEVELOPER.

Dedication shall not constitute acceptance of any improvement by the MUNICIPALITY Board. All improvements will be accepted by the MUNICIPALITY Board by separate resolution at such time as such improvements are in acceptable form and according to the MUNICIPALITY specifications. Said resolution shall be recorded, if needed, with the _____ County Register of Deeds. DEVELOPER will furnish proof to the MUNICIPALITY, 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 MUNICIPALITY as set forth herein, the same shall be accepted by the MUNICIPALITY Board if said improvements have been completed as required by this agreement and as required by all federal, state, county or MUNICIPALITY guidelines, specifications, regulations, laws and ordinances and approved by the MUNICIPALITY Engineer.

SECTION VI. APPROVAL BY MUNICIPALITY 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 MUNICIPALITY 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. **Guarantees.** 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 (such two-year period referred to herein as the "Guarantee Period"). The DEVELOPER shall pay for any damages to MUNICIPALITY property and/or improvements resulting from such faulty materials or workmanship or other defective conditions arising during the Guarantee Period. This guarantee shall not be a bar to any action the MUNICIPALITY might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations.

Once the improvements are substantially complete, as defined in Wisconsin Statutes Section 236.13(2)(am)2., the DEVELOPER shall provide financial security in a form permitted by Wisconsin Statutes Section 236.13(2)(am)1m, and as acceptable to the MUNICIPALITY Administrator, in an amount equal to the total cost to complete any uncompleted public improvements plus ten percent (10%) of the total cost of the completed public improvements. Such security shall remain in effect, as financial security for the guarantee, for 14 months after the date of substantial completion, unless extended (such 14-month period, as extended if applicable, referred to herein as the "Post-substantial Security Period"; and the security provided by this Section is referred to herein as the "Post-substantial Security"). If the DEVELOPER fails to pay for any damages or defects to MUNICIPALITY property and/or improvements, and the MUNICIPALITY is required to draw against the Post-substantial Security on file with the MUNICIPALITY, the DEVELOPER is required to replenish said monies up to the aggregate amount of the total cost to complete any uncompleted public improvements plus ten percent (10%) of the total cost of the completed public improvements.

Expiration of the Post-substantial Security Period shall not reduce or impact upon the Guarantee Period hereby provided. Following the expiration of the Post-substantial Security, the DEVELOPER and the DEVELOPER's successors and

assigns shall be solely responsible to correct all defective conditions, whether they were known or unknown during the Post-substantial Security Period. The term of the Post-substantial Security Period may be extended by the DEVELOPER. In the event the Post-substantial Security, by its terms, remains in effect beyond what would otherwise be the end of the Post-substantial Security Period, the Post-substantial Security Period is automatically extended to include all such time the Post-substantial Security remains in effect.

The DEVELOPER shall give written notice to the MUNICIPALITY no fewer than eleven (11) and no more than twelve (12) months after the date of substantial completion, indicating the date that the Post-substantial Security Period shall expire. Upon receipt of such notice, in addition to such other remedies as the MUNICIPALITY may have with or without such notice, the MUNICIPALITY may draw any remaining funds from the Post-substantial Security as the MUNICIPALITY deems necessary to complete or to correct any work that is not satisfactorily completed at that time. Failure of the DEVELOPER to provide the notice required by this paragraph shall constitute the DEVELOPER's agreement to extend the term of the Post-substantial Security Period indefinitely, to a date that is two (2) months beyond the date that the DEVELOPER eventually provides such written notice.

- 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 MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY of 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 MUNICIPALITY in the aforementioned notification, after notice has been sent as provided herein, the MUNICIPALITY Board may cause such work to be done, but has no obligation to do so, either by contract or otherwise. The MUNICIPALITY Board may draw upon the Post-substantial Security to pay any costs or expenses incurred in connection with such repairs or replacements, if it is available. Should the costs or expenses incurred by the MUNICIPALITY Board in repairing or replacing any portion of the improvements covered by this guarantee exceed the amount of the Post-substantial Security, or should the Post-substantial Security not be available for any reason, then the DEVELOPER shall immediately pay to the MUNICIPALITY all cost or expense incurred in the correction process. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be imposed against the development land as a special charge pursuant to §66.0627, Wis. Stats. or assessed. Any such charges or assessments may be imposed on the SUBJECT LANDS or any portion thereof then owned by the DEVELOPER, or then owned by any successor or assign of the DEVELOPER including Lot owners.

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 MUNICIPALITY Board. This maintenance shall include routine maintenance, such as crack filling, roadway patching and the like. In cases where emergency maintenance is required, the MUNICIPALITY 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 MUNICIPALITY Board. Should the DEVELOPER fail to meet this requirement, the MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY 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 for specific developments.)

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

SECTION X. FINANCIAL GUARANTEE¹: Prior to the execution of this agreement by the MUNICIPALITY Board, the DEVELOPER shall file with the MUNICIPALITY cash or a letter of credit setting forth terms and conditions in a form approved by the MUNICIPALITY Attorney in the amount as approved by the MUNICIPALITY 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 (hereinafter referred to as the "Substantial Security"). 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 MUNICIPALITY Board, or
- C. The letter of credit on file with the MUNICIPALITY 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 MUNICIPALITY Engineer, and in a form approved by the MUNICIPALITY Attorney, to pay the costs of improvements in the development,

the DEVELOPER shall be deemed in violation of this agreement and the MUNICIPALITY 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 MUNICIPALITY Administrator.

The Substantial Security may be replaced with the Post-substantial Security described in Section VII upon substantial completion of the improvements as and to the extent required by Wisconsin Statutes Section 236.13(2)(am)2., upon the written request of the DEVELOPER and written approval of the MUNICIPALITY Administrator. The Substantial Security is not reduced or terminated by the fact of substantial completion alone, but may be reduced or terminated upon request and approval as described above.

The lending institution providing the irrevocable letter of credit shall pay to the MUNICIPALITY 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 MUNICIPALITY shall be

¹ Note: If the DEVELOPER chooses to provide a bond, all of the work in the development must be completed before the Final Plat is recorded, and the bond must be in the form that is approved by the MUNICIPALITY Attorney.

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 MUNICIPALITY Engineer has determined that the following requirements which are deemed to be related to public safety, are met:

- 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 MUNICIPALITY 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 MUNICIPALITY Board.
- C. All landscaping and removal of unwanted items, including buildings, has been certified as complete by the MUNICIPALITY Engineer.
- D. All required grading plans have been submitted to, reviewed by and approved by the MUNICIPALITY 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 MUNICIPALITY, filed with the MUNICIPALITY 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 MUNICIPALITY Engineer.
- I. All public and private utilities have been installed in the SUBJECT LANDS, including street lighting fixtures (unless waived by the MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY Staff prior to the issuance of building permits.

SECTION XII. RESERVATION OF RIGHTS AS TO ISSUANCE OF BUILDING

PERMITS: This agreement is necessary to ensure public safety. No permit to commence construction of a foundation or any other noncombustible structure shall be granted before substantial completion of all public improvements, unless the MUNICIPALITY Administrator determines that all public improvements related to public safety are complete. Any violation by the DEVELOPER of the terms of this agreement concerning completion of public improvements, or timing of completion, or lack of completion regardless of violation, exposes the municipality to safety risks associated with construction sites, and therefore is related to public safety. The MUNICIPALITY reserves the right to withhold issuance of any and all building permits if DEVELOPER is in violation of this agreement, to the full extent permitted by law. In the event the MUNICIPALITY issues a permit pursuant for a foundation or other noncombustible structure, per Wisconsin Statute Section 236.13(2)(am)3.c., the DEVELOPER assumes the risk that no further construction, nor future building permit to complete such structure, will be permitted.

SECTION XIII. VACANT LOT MAINTENANCE EASEMENT: Developer hereby grants a vacant lot maintenance easement to the MUNICIPALITY. The easement grants the MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY.

SECTION XIV. 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, unless a larger number of lots is specifically approved by action of the MUNICIPALITY Board. 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 XV. MISCELLANEOUS REQUIREMENTS: The DEVELOPER shall:

A. EASEMENTS:

Provide any easements including vision easements on SUBJECT LANDS deemed necessary by the MUNICIPALITY 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, MUNICIPALITY Ordinance or the MUNICIPALITY Engineer.

E. DEED RESTRICTIONS:

Execute and record deed restrictions in a form that is subject to the approval of the MUNICIPALITY Board and MUNICIPALITY 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 MUNICIPALITY including such amendments as may be made thereto from time to time by the MUNICIPALITY Engineer. The deed restrictions shall also contain the following language:

(Alternate No. 1: Use this language if there will be a master lot grading plan:)

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

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

"No owner of any lot shall or will at any time alter the grade of any lot from that which is naturally occurring on that lot at the time the site development improvements have been completed by the DEVELOPER unless and until the lot owner shall first obtain the written approval of the MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY and its agents, employees and independent contractors regarding the same. The DEVELOPER and/or the MUNICIPALITY 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 MUNICIPALITY a copy of the stake out survey showing the street grade in front of the lot, the finished yard grade, the grade of all four corners of the lot, and the lot corner grades of the buildings on adjoining lots where applicable, as existing and as proposed.

G. RESERVE CAPACITY ASSESSMENTS - SANITARY SEWER:

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

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

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

Agreement, pursuant to Chapter 66 Subchapter VII and Section 66.0627, Wisconsin Statutes.

(Note: The foregoing applies only if the development includes sewer facilities, and only if the MUNICIPALITY imposes such fees by RCA. Some municipalities with sewer facilities impose Impact Fees, rather than RCA, in which case changes are necessary.)

H. RESERVE CAPACITY ASSESSMENTS - WATER:

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

The DEVELOPER hereby waives, pursuant to Section 66.0703(7)(b), Wisconsin Statutes, any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of special assessments [including, but not limited to, the notice and hearing requirements of Chapter 66 Subchapter VII] and agrees that the municipality may proceed immediately to levy the special assessments as outlined herein. The DEVELOPER further waives its right to appeal from the special assessments and stipulates that the amount of the special assessments levied against its property has been determined on a reasonable basis and that the benefits to its property from the proposed improvements exceed the amount of the special assessment against such property.

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

(Note: The foregoing applies only if the development includes water facilities, and only if the MUNICIPALITY imposes such fees by RCA. Some municipalities with water facilities impose Impact Fees, rather than RCA, in which case changes are necessary.)

I. UNDERGROUND UTILITIES:

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

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

J. PERMITS:

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

K. REMOVAL OF TOPSOIL:

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

L. PARK AND PUBLIC SITE DEDICATION IMPACT FEES:

To pay as provided in the MUNICIPALITY'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.

M. PREVAILING WAGE RATES AND HOURS OF LABOR:

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

N. NOISE:

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

O. DEBRIS:

Have ultimate responsibility for cleaning up debris that has blown from buildings under construction within the SUBJECT LANDS until such time as all improvements have been installed and accepted by the MUNICIPALITY Board. The MUNICIPALITY 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 MUNICIPALITY Engineer. If said debris is not cleaned up after

CAUTION: Use of this model form is not appropriate for every circumstance. Consult your legal advisor.

notification, the MUNICIPALITY will do so at the DEVELOPER'S and/or subject property owner's expense.

P. DUTY TO CLEAN ROADWAYS:

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

Q. PUBLIC CONSTRUCTION PROJECTS:

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

R. ZONING CODE:

The DEVELOPER acknowledges that the lands to be developed are subject to the MUNICIPALITY of _____ Zoning Code.

S. DIGGERS HOTLINE:

The DEVELOPER shall become a member of Diggers Hotline and provide evidence such membership to the Municipality Clerk before commencing any land disturbing activities on the Subject Lands. The DEVELOPER shall maintain said membership until all subsurface improvements required under Section I have received final acceptance from the Municipality as provided in Section III.

T. NO AGRICULTURAL USE:

The DEVELOPER shall not permit any open space or undeveloped lands within the Subject Property to be used for any agricultural uses as defined in Tax 18 of the Wisconsin Administrative Code. In the event the DEVELOPER uses the land in a manner that causes the Subject Property or any portion thereof to be assessed in a manner that reduces the property tax liability below what would apply to residential property in the Municipality, the DEVELOPER shall make an additional payment in lieu of taxes (PILOT) so that the total tax payment plus PILOT equals the amount that would be paid if the Subject Property were classified for assessment as residential.

(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 XVI. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES:

The DEVELOPER shall pay and reimburse the MUNICIPALITY promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the MUNICIPALITY 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. MUNICIPALITY employee costs shall be based on regular MUNICIPALITY 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 MUNICIPALITY. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the financial guarantee held by the MUNICIPALITY pursuant to this agreement, or assessed against the development land as a special charge pursuant to §66.0627, Wis. Stats. Any such charges or assessments may be imposed on the SUBJECT LANDS or any portion thereof then owned by the DEVELOPER, or then owned by any successor or assign of the DEVELOPER including Lot owners.

SECTION XVII. 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 MUNICIPALITY, 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 MUNICIPALITY, its officers, agents, employees and any independent contractors hired by the MUNICIPALITY to perform services as to this development and give the MUNICIPALITY evidence of the same upon request by the MUNICIPALITY.

SECTION XVIII. MUNICIPALITY RESPONSIBILITY:

- A. The MUNICIPALITY agrees to pay for the following oversizing costs, if it is determined by the MUNICIPALITY that the oversizing is necessary. The oversizing costs shall be calculated by viewing bids for similar improvements to determine the cost differences between the stated sizes. The MUNICIPALITY reserves the right to determine the bid amounts to be used in this calculation.
1. Cost of increasing the size of the water main from eight inches to a larger size, including the cost of larger gate valves.
 2. Cost of increasing the size of the sewer main from eight inches to a larger size.
- B. The MUNICIPALITY agrees to allow the DEVELOPER to connect to the MUNICIPALITY of _____'s municipal water system and sewerage system at such time as the water system and sanitary sewer system required herein has been dedicated to and accepted by the MUNICIPALITY of _____.

SECTION XIX. 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 MUNICIPALITY.

SECTION XX. EXCULPATION OF MUNICIPALITY CORPORATE AUTHORITIES: The parties mutually agree that the MUNICIPALITY President of the MUNICIPALITY Board, and/or the MUNICIPALITY 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 XXI. GENERAL CONDITIONS AND REGULATIONS: All provisions of the MUNICIPALITY 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 XXII. ZONING: The MUNICIPALITY does not guarantee or warrant that the SUBJECT LANDS will not at some later date be rezoned, nor does the MUNICIPALITY herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement.

SECTION XXIII. COMPLIANCE WITH CODES AND STATUTES: The DEVELOPER shall comply with all current and future applicable codes of the MUNICIPALITY, 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 MUNICIPALITY, County, State or federal government.

SECTION XXIV. 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 MUNICIPALITY. 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 B**, and the conditional final plat approval for the SUBJECT LANDS is incorporated herein as **EXHIBIT C**. 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 XXV. AGREEMENT FOR BENEFIT OF PURCHASERS: The DEVELOPER agrees that in addition to the MUNICIPALITY'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 XXVI. ASSIGNMENT: The DEVELOPER shall not assign this agreement without the written consent of the MUNICIPALITY. If required by the MUNICIPALITY, the assignee must agree to all terms and conditions of this document in writing.

SECTION XXVII. PARTIES BOUND: The DEVELOPER or its assignees shall be bound by the terms of this agreement.

SECTION XXVIII. 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 MUNICIPALITY enforcement of the terms and conditions of this agreement against all such successors, as though such successors were the DEVELOPER. This Section does not, however, grant rights to such successors absent MUNICIPALITY written consent, as described in Section XXVI.

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

SECTION XXX. 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 MUNICIPALITY granted by this Developer's Agreement.

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

SECTION XXXII. 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 MUNICIPALITY Attorney and the MUNICIPALITY Engineer to ensure the proper maintenance of all stormwater facilities within the SUBJECT LANDS, and such Stormwater Agreement shall be recorded against the SUBJECT LANDS.

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

IN WITNESS WHEREOF, the DEVELOPER and the MUNICIPALITY 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

Print Name: _____

My commission expires: _____

MUNICIPALITY OF _____
_____ COUNTY, WISCONSIN

MUNICIPALITY President

MUNICIPALITY Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, _____, the above-named _____, MUNICIPALITY President, and _____, MUNICIPALITY 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 MUNICIPALITY President and MUNICIPALITY Clerk of said

AUG 28 2018

ITEM # 6C PAGE 1 of 3

ARENZ, MOLTER, MACY, RIFFLE, LARSON & BITAR

MUNICIPAL LAW & LITIGATION GROUP, S.C.

730 N. GRAND AVENUE
WAUKESHA, WISCONSIN 53186
Telephone (262)548-1340
Facsimile (262)548-9211
Email: elarson@ammr.net

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

PAUL E. ALEXY
MATTEO REGINATO
R. VALJON ANDERSON
LUKE A. MARTELL
SAMANTHA R. SCHMID
STEPHEN J. CENTINARIO, JR.
TIMOTHY A. SUHA

August 21, 2018

Town Board
Town of Delafield
W302 N1254
Delafield, WI 53018

**Re: 2017 Wisconsin Act 67
Conditional Use Authority
State Representative Correspondence**

Dear Ladies and Gentlemen:

Enclosed please find correspondence that my office received from one of the authors of 2017 Wisconsin Act 67 as it relates to conditional use authority. The intent, as expressed by the legislators who worked on the bill, included the following goals:

- "Act 67 was passed with the intention of protecting property rights and specifically to address the lack of statutory language related to Conditional Use Permits (CUP)."
- "Act 67 aimed to create certainty for property owners..."
- "The public hearing process created in Act 67 is an important aspect of due process for the property owner."

I agree that the legislation has the foregoing objectives, which is clear from the text and the context. I also agree that the State by adopting this law created statutory language which previously did not exist, but it also should be noted that this area of law was previously regulated locally. As for the hearing procedures, I agree that the Act adds procedural requirements to the CUP due process, again statutorily, instead of deferring to local governments to establish the same.

I am writing today not to disagree with any of these policy changes, but only to underscore the need to address these changes in your zoning code. The State now regulates in an area previously subject to local control, and this may therefore conflict with your local regulation. Some of your local regulations may be preempted. Some of your local regulations may no longer provide the protection for the community that they were intended to provide. Some of your current requirements and conditions may no longer be enforceable. It is important that you review your zoning ordinance to ensure that your community development objectives are met in this new legal framework.

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Town Board
August 21, 2018
Page 2

Prior to this legislation, many municipalities regulated uses that could have a significant adverse effect upon neighboring property and the community, as conditional uses. Airports, for example, are not a permitted use in most zoning codes, but they are a conditional use. The reason for this, is that such uses have such a high risk of adverse impact on the neighborhood and the community, that they were intended to be considered case-by-case. Section 3.08(1) of the Waukesha County Zoning Code, for example, states the intent of a conditional use this way:

"Certain uses and situations which are of such a special nature, or are so dependent upon actual contemporary circumstances, as to make impractical the predetermination of permissibility, or the detailing in this Ordinance of specific standards, regulation, or conditions which would permit such determination in each individual situation, may be permitted as conditional."

This concept has existed in zoning throughout the country for decades. An almost identical statement to the foregoing was shown in the SEWRPC model zoning code in 1965. Most municipalities have a similar statement of intent, to allow the permissibility of these categories of uses to be considered case-by-case. One commentator describes the issue this way:

"*Special permits* entered zoning practice after World War II to provide municipalities with greater discretion in dealing development proposals than amendments or variances could afford. The special permit (sometimes called a conditional use permit or special exception) is essentially a "maybe". (Rutherford H. Platt, *Land Use and Society*, Island Press, 1996, page 245). (See also, Daniel R. Mandelker and John M. Payne, *Planning and Control of Land Development: Cases and Materials*, 5th Edition, 2001, at 448)."

The State of Wisconsin's goal of providing certainty to property owners regarding conditional uses simply means that the conditional use tool now is not what it once was. It is not a "maybe" issue, anymore. It is now a use that is permitted if the standards are met. Whether the use is an airport, or a quarry, or a multifamily apartment building, or a heavy industry, or a commercial use in a residential district, or whatever else your code designates as a conditional use; if a property owner applies and meet the standards, they get to proceed. You have no discretion to just say "no" anymore. Unfortunately, the legislation took effect immediately, with no time for municipalities to react. Substantial unintended consequences can follow if your code is not amended in this regard, and we have already seen this throughout the State. Many municipalities have faced conditional use applications that they previously would not have approved, but now are forced to approve because of this new State law.

Despite the goal of providing certainty for property owners, moreover, there are many aspects of this legislation that are open questions for interpretation and are likely to be ultimately decided by our courts. For example:

- Must a CUP be denied if there is no substantial evidence presented at the hearing showing that the requirements and conditions of the Code have been or will be satisfied?
- Can the governing body impose reasonable conditions on the CUP after the hearing is closed, if the conditions were not discussed and evidence presented concerning the conditions at the hearing?
- Must "substantial evidence" be provided by sworn testimony?

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Town Board
August 21, 2018
Page 3

- The statute says the requirements and conditions must be “to the extent practicable, measurable,” which leaves significant room for dispute about what is practicable; e.g. does this require noise meter and light meter measurements, or is it sufficient and “practicable” to require that it not create a nuisance?
- Can we continue to have general conditional use standards, such as “will the proposed use be contrary to the public health, safety and welfare?”
- What if your zoning code has no requirements and conditions for particular conditional uses?
- By specifying a method by which an applicant that is denied a CUP can appeal, does that prevent the applicant from using the avenues of appeal that were previously available?
- Is the applicant's ability to appeal limited to denials, with no ability to appeal the conditions imposed?
- Can a property owner appeal, who believes they are adversely impacted by the grant of a CUP?

My opinions in this matter, and my recommendations to my clients, has not changed. A copy of my letter of December 27, 2017 is attached. Many of you have contacted me and we have begun the process of amending your codes to respond to this new legal framework to best suit your intent. If you have not yet done so, I recommend that you consider these issues carefully to ensure that the health, safety, welfare and property values of your community are adequately protected in accordance with your intent.

Let me underscore, finally, that this is legal advice to my municipal clients, only, and it is not policy advice and is not a political argument. Again, I do not disagree with the policy statements made by our legislators. The State had every right to adopt the legislation that they did, and I understand why they did so. I am also aware of commentary from other sources that downplays the significance of this legislation. In some communities it may be true that this legislation will have little impact on the way things have been done, if this legislation matches current local procedures and practices and your current applicable local ordinances include sufficient requirements and conditions. My advice to my municipal clients is to observe that the ground has shifted, and to react if necessary. If your local regulation intends for conditional uses to be a privilege, conditional uses are now a right, and local ordinance changes are needed.

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

Yours very truly,

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Eric J. Larson

Eric J. Larson

EJL/egm
Enclosures

cc: Representative Adam Jarchow
Senator Tom Tiffany, 12th Senate District
Curt Witynski, League of Wisconsin Municipalities
Mike Koles, Wisconsin Towns Association

AUG 28 2018

ITEM # 7A PAGE 1 of 3

STATE OF WISCONSIN

TOWN OF DELAFIELD

WAUKESHA COUNTY

ORDINANCE NO.

AN ORDINANCE TO REPEAL AND RE-CREATE SECTION 9.02(2) OF THE TOWN OF DELAFIELD MUNICIPAL CODE CONCERNING REGULATION OF HUNTING WITH BOWS AND ARROWS

WHEREAS, 2013 Wisconsin Act 71, adopted by the State of Wisconsin preempts municipal regulation of hunting with bows and arrows in many respects; and

WHEREAS, the Town Board for the Town of Delafield hereby intends to amend the Town Code to comply with current State regulation of bows and arrows.

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

SECTION 1: Chapter 9 of the Town of Delafield Municipal Code entitled "Public Peace and Good Order," Section 9.02 entitled, "Use of Firearms and Bow and Arrows," Subsection (2) is hereby repealed and re-created as follows:

- (2) (a) A shotgun, ~~or muzzle loader~~ ~~or bow and arrow~~ may be used in the Town only for hunting purposes providing written permission is obtained from the property owner of the land to which the hunting is to be confined. Written permission shall be carried on the person while hunting. While hunting, a person shall not discharge ~~an arrow;~~ ~~a~~ shot, slug or ball which passes beyond the property line of the area to which the hunting is confined.
- (b) ~~No person shall discharge a bow and arrow within 150 feet of any building or roadway within the Town.~~ No person shall discharge a shotgun or muzzle loader within 300 feet of any building or roadway within the Town.
- (c) No person shall discharge a ~~bow and arrow or~~ firearm within 660 feet of any Town park, or within 1,700 feet of any hospital or school within the Town.
- (d) No person shall hunt with a bow and arrow or crossbow within 100 yards from a building located on another person's land; provided that this prohibition does not apply if the person who owns the land on which the building is located allows the hunter to hunt within 100 yards of the building. Any person who hunts with a bow and arrow or crossbow must discharge the arrow or bolt from the respective weapon toward the ground, such as from a tree stand. No person may hunt with a bow and arrow or crossbow on any land owned or leased by the Town. A person may target practice with a bow and arrow on their own property within the Town, provided it is done in accordance with the restrictions set forth in Sections (2)(B) and (2)(C).

(e) No person may discharge any firearm as described in Section 1, nor shall any person discharge a shotgun or muzzle loader within lands that are part of a platted subdivision in the Town of Delafield.

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 bow-arrow 8.8.18.docx

Mary Elsner

From: Mike Yehle <myehlelcg@wi.rr.com>
Sent: Monday, July 30, 2018 3:36 PM
To: mary.elsner@townofdelafield.org
Subject: Deer damage

Mary,

I'm not sure if you are the one to contact but if not please forward to correct person.

We have been residence of the town for the last 37 years. In that time we have never had the amount of deer damage that we have had this year. The regulations keep us from hunting them with a bow. We have 7.7 acres of land and it is wild. It is in the Lapam peak area so the deer are an ever growing problem. I understand the town is thinking of going to the standard DNR regulations on bow hunting. I would like to support such a change. Who do I talk to, or when is the meeting so that I can attend.

The state DNR regulations are good and I see no reason not to support them.

Like I said our area is very wild and the bow hunting here would not cause any problems. Thank you for your time and consideration on this subject.

Michael and Sandra Yehle
S4W32902 Government Hill Rd.

Sent from my iPad

AUG 28 2018

ITEM # 7B PAGE 1 of 1



CREATIVITY BEYOND ENGINEERING

MEMORANDUM

DATE: August 17, 2018

TO: Town Board, Town of Delafield

FR: Tim Barbeau, Town Engineer *TGB*

CC: Mary Elsner, Town Clerk

RE: North Shore Park Path Extension

At the last meeting, the Board rejected a quote from PLM for performing path paving and construction of two concrete curb ramps at the intersection of Old Schoolhouse Road and North Shore Drive (CTH KE). I requested quotes from PLM and two other paving firms that the Town has worked with in the past (Poblocki and Wolf). I was informed today that Wolf will not be submitting a quote since they did not have the proper sized paver. I contacted PLM and have not received confirmation that their original quote is still valid. Assuming PLM's quote is acceptable, the quotes are as follows:

Wolf Paving	No quote
PLM	\$12,890 (curb ramps \$5,500, asphalt \$7,390)
Poblocki Paving	\$18,498 (curb ramps \$11,730, asphalt \$6,768)

All companies contacted are reputable companies who have done work for the Town. Assuming that PLM's quote is still valid, I recommend that the Town hire PLM for the proposed work for the quote of \$12,890. If an updated quote is received, I will pass that along at the meeting on August 28.

I have contacted Steve Hogan at the Hartland Lakeside school district about the school paying for the curb ramp on the north side of the roadway, but did not receive a response as of the time of this memo.



LAKE COUNTRY MUNICIPAL COURT

174 E. Wisconsin Avenue
Oconomowoc, WI 53066
262-569-0920 - T
www.lcmunict.com

RECEIVED
AUG 13 2018
Town of Delafield
Clerk Pamela Strunk
clerk@lcmunict.com

Honorable Timothy T. Kay

Deputy Clerk Theresa Berlin
AGENDA ITEM
clerk@lcmunict.com

AUG 28 2018

ITEM #8A PAGE 1 of 8

August 6, 2018

To: Members and Contract Member Municipalities
Of the Lake Country Municipal Court

Re: Relocation of Municipal Court

Dear Clerk:

I write you on behalf of the Administrative Committee of the Lake Country Municipal Court. The court is comprised of 16 municipal members and three contract members. The municipal members must approve of any agreement for the operation of the court. The City of Oconomowoc is one of the members and has rented space to the court since the court's inception in 1988. The city is proposing to relocate its Police Department to the old Sentry building site on East Wisconsin Avenue in Oconomowoc. The plans for the building include approximately 2,500 square feet which will be utilized for administrative offices of the court. In addition, under the city's lease with the court, the city allowed the use of the Council chambers for court purposes. The city has given the court notice that it is mandatory that the court move from City Hall. The reason is twofold: 1) security, because there will not be a Police Department to act as control officer should there be disturbances during court sessions or during work days in the administrative office, and 2) the city has need for additional space for its staff. Accordingly, it is mandatory that the court relocate.

Though the plans for the remodeled Sentry building to become the new Police Department include space for the court, the administrative staff is doing its due diligence in exploring the possibility of other available sites in lieu of the to-be-constructed Police Department facility. Because of the cost of approximately 2,500 square feet at the new building for court administrative purposes, the annual rent payment will be increased about \$32,000 per year (total \$57,000). If any of the other member municipalities have available space or intend to construct new additions to their municipal structures, it was thought appropriate that we notify you of the opportunity to participate should space be available.

If your municipality is interested in making existing space available or including area for the court in planned building expansion, it would be appreciated if you would contact the Clerk of the Lake Country Municipal Court and advise of your interest. Again, it is approximately 2,500 square feet for the administrative offices, and at this time one day per week use of your meeting chambers. The size the court could potentially use your current chambers is if it seats 125 persons at a minimum. The square footage requirements would consist of office space, storage area, judge's chambers, etc. If your

Members and Contract Member Municipalities

August 6, 3018

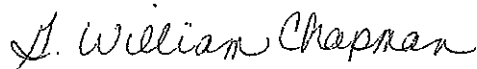
Page 2

meeting room is large enough and you have vacant area in a municipal building that could be remodeled to satisfy court staff requirements, you should contact Pam Strunk, the Court Clerk, at 262-569-0920. If your meeting room for the board and the public might possibly be adequate and have state-required decorum for a courtroom, all that would be necessary would be to provide the square footage for administrative use.

If you have any questions, please give me a call and I'll be happy to respond. It would be helpful if we could hear from you before the end of August as the Administrative Committee (which is the committee that administers the court) intends to meet again August 30th to give consideration to possible alternate sites.

Thank you.

Sincerely,



G. William Chapman, Chairman *W.*
Administrative Committee
LAKE COUNTRY MUNICIPAL COURT

GWC/ps



LAKE COUNTRY MUNICIPAL COURT

174 E. Wisconsin Avenue
Oconomowoc, WI 53066
262-569-0920 - T
www.lcmunict.com

Clerk Pamela Strunk
clerk@lcmunict.com

Deputy Clerk Theresa Berlin
deputyclerk@lcmunict.com

Honorable Timothy T. Kay

July 23, 2018

Dear Members of the Lake Country Municipal Court:

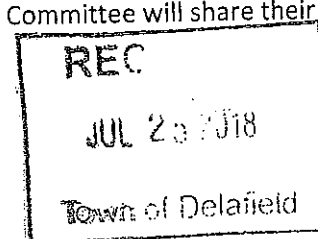
The Operations Committee has requested a meeting of the Administrative Committee on August 2, 2018 at 6:00 p.m. at City Hall in the Council Chambers, 174 E. Wisconsin Avenue, Oconomowoc, Wisconsin. The purpose of this meeting is to get direction for the potential relocation of our municipal court. The Operations Committee needs direction on which avenue to pursue in relocating the court. The committee fully understands that it will be up to a majority of the municipal members of the court to decide on a new location for the court. It is **imperative** that all members attend, or send a delegate who will be able to update their respective communities on the issues and options for the court. The City of Oconomowoc has a very tight bidding schedule and would like a decision as soon as possible if the court will be located in the new City of Oconomowoc Police Department Facility or to another location.

The municipal court has been advised by the City of Oconomowoc of the following:

- a) City of Oconomowoc police department will be leaving the City Hall building for a new location, the former Sentry store building on East Wisconsin avenue, east of the current location
- b) The City of Oconomowoc desires that the court relocate along with the police department when they vacate their current location
- c) The City of Oconomowoc will provide space for the municipal court in the new facility
- d) The court cannot remain in its current location after the police department relocates
- e) The City of Oconomowoc is concerned about providing security for the court and other City Hall employees if the court stays in its current location when the police department relocates

Attached is a schematic design of the proposed court room and administrative area that was reviewed by the Operations Committee on July 18, 2018. The proposed floor plan will be discussed in detail at the August 2 meeting.

The City of Oconomowoc has provided an estimate of the proposed rent for the new location. It is estimated that the rent for the court will increase by approximately \$32,000 per year. Our current rent is \$25,000, with a newly estimated rent of \$57,000. The Operations Committee is currently studying the budget impact this will have on the court operations. The Operations Committee will share their thoughts on this on August 2nd.



Administrative Committee Members

July 23, 2018

Page 2

It is **imperative** that you attend this Administrative meeting on August 2nd. If your community's representative cannot attend, please send someone who can report back to their community. The Operations Committee will need a response if your community is on board with relocating to the new police building or wants the committee to explore other locations. The Administrative Committee needs to commit to the City of Oconomowoc as soon as possible. The ultimate decision on the relocation of the court will be made by a majority of the 16 communities that make up the court. This decision does not include those members we service under a contract, who are not owners.

The City of Oconomowoc would like a decision as soon as possible.

Sincerely,

OPERATIONS COMMITTEE FOR THE LAKE COUNTRY MUNICIPAL COURT

Enclosures: Conceptual floor plan, rent calculations, police/court facility use square footage



LAKE COUNTRY MUNICIPAL COURT

174 E. Wisconsin Avenue
Oconomowoc, WI 53066
262-569-0920 - T
www.lcmunict.com

Clerk Pamela Strunk
clerk@lcmunict.com

Deputy Clerk Theresa Berlin
deputyclerk@lcmunict.com

Honorable Timothy T. Kay

RECOMMENDATIONS FROM THE COURT OPERATIONS COMMITTEE

1. The recommendation from the Operations Committee is to move the court to the new City of Oconomowoc police department location.
2. The rent difference for the new location is estimated to be an additional \$32,000 per year.
3. If the Court cannot cover the increased rent from within the budget, the shortfall will be assessed to all communities that are members based on their percentage of citations issued the previous year. Please see the attached chart as to the estimated cost per municipality based on the citations filed in 2017.
4. Budget surpluses will be applied to the rent deficiency to offset the subsidy if a budget surplus does exist for the previous year.
5. The balance of the "Future Facility" fund could also be utilized to offset rent if any of those funds exist after construction of the court. We have \$300,000 presently in that fund for court relocation.
6. As discussed last year, the court will be assessing a \$500.00 a year charge to those municipalities who file less than 20 citations a year. Based on 2017 citations, this would apply to the Towns of Erin, Ixonia, Ottawa and Village of Sullivan.



LAKE COUNTRY MUNICIPAL COURT

174 E. Wisconsin Avenue
Oconomowoc, WI 53066
262-569-0920 - T
www.lcmunict.com

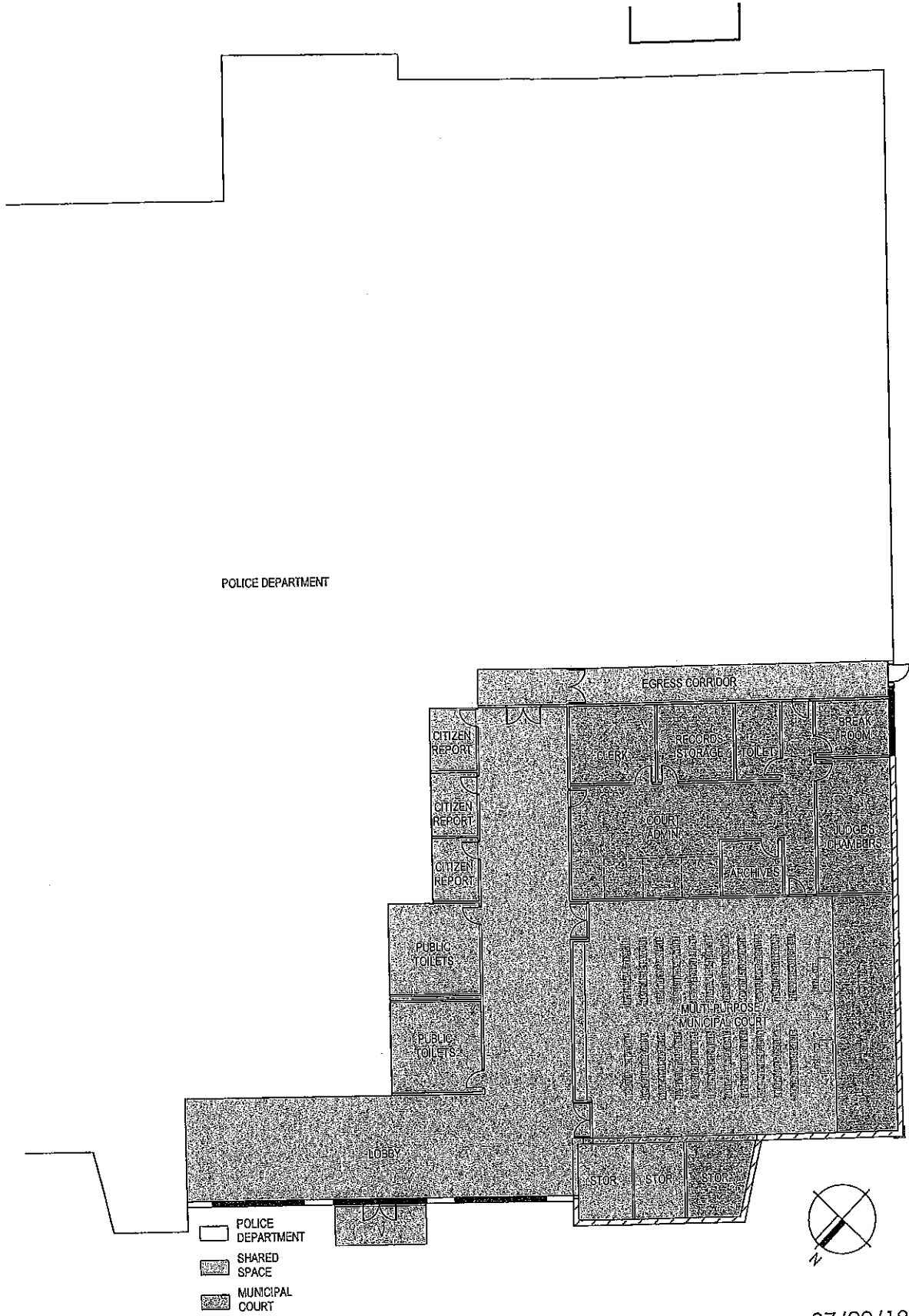
Clerk Pamela Strunk
clerk@lcmunict.com

Deputy Clerk Theresa Berlin
deputyclerk@lcmunict.com

Honorable Timothy T. Kay

<u>Municipality</u>	<u>2017 Citations</u>	<u>Percentage of Total</u>	<u>Amount based on \$32,000</u>
City of Oconomowoc	4,405	32.25%	10,321.45
Town of Oconomowoc	1,223	8.96%	2,865.64
Town of Merton	468	3.43%	1,096.58
Village of Sussex	2,293	16.79%	5,372.78
Town of Delafield	307	2.25%	719.34
Village of Hartland	1,019	7.46%	2,387.64
Town of Lisbon	1,038	7.60%	2,432.16
Town of Erin	1	0.01%	2.34
Town of Ixonia	0	0.00%	0.00
Village of Summit	1,388	10.16%	3,252.25
Village of Chenequa	738	5.40%	1,729.22
Village of Merton	128	0.94%	299.92
Town of Ottawa	2	0.01%	4.69
Village of Sullivan	0	0.00%	0.00
Village of Johnson Creek	375	2.75%	878.67
Village of Lac La Belle	29	0.21%	67.95
Village of Oconomowoc Lake	189	1.38%	442.85
Village of Nashotah	54	0.40%	126.53
Village of Dousman	N/A		
	13,657	100.00%	32,000.00

CITY OF OCONOMOWOC



Oconomowoc New Police Facility: Proposed Court Space

Clerk of Court - Police Facility Use		
Square Footage		
Dedicated Space- * In Blue on Diagram		
Room #	Description	Feet
	Court Administration	1972.0
	Storage-community room	120.0
	Upsized Court Room	450.0
Total SqFt Dedicated to Court Use		2542.0 *Payment based on cost and share of Op/maint
Court Shared Space -*In Tan on Diagram		
Room #	Description	Square Feet
	Conference Room #2	100.0
	Conference Room #3	100.0
	Conference Room #4	100.0
	Lobby	600.0
	Community Room	1846.0
	Restrooms	425.0
Total Sq Ft		3171.0
Shared Office Rate-1 court day/week	3171 sq ft X	24.97% *Based on estimated hour of usage
Total Shared sq/ft		791.7 *Payment based on share of Op/maint only
Total Sq Ft used for Court		5713.0

Clerk of Court - Cost of Court Space					
Dedicated space =	2,542 sq ft	X	\$250/sf	\$	635,500
Annual Cost					
Dedicated Space/20 years	\$635,500	3.50%	20 years	\$	44,700
Op/Maint share= 2542 sf + 791.7 sf	3333.7 sq ft	X	3.94	\$	13,135
Total Annual Cost =				\$	57,835
Total Monthly Cost =	\$57,835		12	\$	4,819.56

Compare to Current	Sq Ft		SqFt charge	Annual Charge
Current SqFt =	2465	X	\$ 9.80	\$ 24,163
Proposed SqFt =	5713	X	\$ 10.12	\$ 57,835

AUG 28 2018

ITEM # 8B PAGE 1 of 9

Plan Commission Report for August 7, 2018
Iron Pipe Development – White Oak Conservancy
Agenda Item No. 5. C.

Applicant:	Bill Zach, owner/Developer
Project:	White Oak Conservancy subdivision
Requested Action:	Approval of Final Plat and Deed Restrictions
Zoning:	A-1 PUD
Location:	Southwest corner of Cushing Park Road and Abitz Road

Report

Earlier this year, the Plan Commission approved the lot allocation, preliminary plat and deed restrictions for the development of 30 single family residential lots known as White Oak Conservancy. In May, the Town Board approved the Developer's Agreement and construction of the improvements have been ongoing. Completion of the improvements is anticipated to be no later than mid-September.

The final plat for the proposed subdivision has been submitted and reviewed for conformance to the Town Code requirements. Technical review comments have been provided to the surveyor for incorporation into the final plat. The plat presented is in substantial conformance with the preliminary plat approved by the Town Plan Commission on January 2, 2018. The Town code requires that the Town Board take action on the plat within 60 days of submittal. That date would be August 10, 2018; however, I have received an extension from the developer to approve the plat by August 29, 2018 (next Town Board meeting is August 28, 2018).

Although the Town is not a party to the deed restrictions, there are references in the deed restrictions that may require Town action. Therefore, as stated below, I recommend acknowledgement that the deed restrictions are acceptable.

Staff Recommendation:

I recommend acknowledgement of the deed restrictions as presented, certification to the Town Board that all conditions of the Town Land Division and Development Control Ordinance that were in effect at the time the subdivider submitted the preliminary plat have been met, and approval of the final plat dated May 24, 2018, with the following conditions:

Subject to the developer satisfying all comments, conditions and concerns of the Town Engineer and all reviewing, objecting and approving bodies, which may include but not be limited to the State of Wisconsin Department of Administration per chapter 236. Wisconsin Statutes and the Waukesha County Parks and Land Use Department.

Subject to the developer reimbursing the Town for all costs and expenses of any type that the town incurs in connection with this development, including the cost for professional services incurred by the town

(including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to violation of the conditions.

Any unpaid bills owed to the Town by the property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees owed the Town; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of billing by the Town, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Town, including possible cause for termination of the conditional approval.

Tim Barbeau, Town Engineer
July 31, 2018

**TOWN OF DELAFIELD
PLAN COMMISSION MEETING
Tuesday, August 7, 2018**

Members present: T. Oberhaus, L. Krause, E. Kranick, C. Dundon, G. Reich, K. Fitzgerald, T. Frank
Also present: T. Barbeau, *Town Engineer*, 6 citizens

First order of business: Call to Order and Pledge of Allegiance
Chairman Oberhaus called the meeting to order at 7:00 p.m. and led all in the Pledge of Allegiance.

Second order of business: Approval of the minutes of July 17, 2018
**MOTION MADE BY MR. REICH, SECONDED BY MR. FITZGERALD TO APPROVE AS PRESENTED.
MOTION CARRIED.**

Third order of business: Communications (for discussion and possible action):
A. None

**MOTION MADE BY MS. DUNDON, SECONDED BY MR. REICH TO MOVE ITEM 4A OUT OF ORDER.
MOTION CARRIED.**

Fifth Order of Business: New Business
A. Kate Began, Greenhill Preservation, Re: Consideration and possible action on a request for height increase to install a cupola on a proposed barn at Gwenyn Hill Farm located at W239 N130 Bryn Drive.

MOTION MADE BY MR. REICH, SECONDED BY MR. FITZGERALD TO APPROVE A REQUEST FOR HEIGHT INCREASE TO INSTALL A CUPOLA ON A PROPOSED BARN AT GWENYN HILL FARM LOCATED AT W239 N130 BRYN DRIVE. MOTION CARRIED.

B. Betty Moore, N1 W29653 Hermie Lane, Re: Consideration and possible action on a request to increase the garage door height for a detached accessory building to 10 feet (code maximum is 9 feet).

Engineer Barbeau stated that the purpose for the increase to the garage door height is to house a tractor.

MOTION MADE BY MR. REICH, SECONDED BY MS. DUNDON TO APPROVE A REQUEST TO INCREASE THE GARAGE DOOR HEIGHT FOR A DETACHED ACCESSORY BUILDING TO 10 FEET. MOTION CARRIED.

C. Iron Pipe Development, Bill Zach, Re: Consideration and possible action on the request for final plat and deed restriction approval for the White Oak Conservancy subdivision located at the southwest corner of Cushing Park Road and Abitz Road.

Engineer Barbeau stated that he received correspondence from Waukesha County noticing conditional approval of final plat, containing 21 conditions, dated August 6. He directed attention to Page 3 of the plat. The 25 ft. easement granted to the Town (will connect to the existing trail owned by the Town) doesn't state who will maintain it. He is requesting direction from the Plan Commission on whether or not this would be considered a public trail.

MOTION MADE BY MR. REICH, SECONDED BY MS. DUNDON TO RECOMMEND APPROVAL TO THE TOWN BOARD OF THE FINAL PLAT SUBJECT TO STAFF RECOMMENDATIONS:

1. THE 25-FOOT PUBLIC TRAIL EASEMENT TO BE GRANTED TO THE TOWN OF DELAFIELD AS STATED ON THE PLAT, BE ACCEPTED; AND THAT LANGUAGE BE ADDED TO THE PLAT STATING THAT THE TRAIL SHALL BE FOR PUBLIC PEDESTRIAN AND BICYCLE USE AND SHALL BE MAINTAINED BY THE TOWN.

2. THE DEVELOPER SATISFYING ALL COMMENTS, CONDITIONS OF THE TOWN ENGINEER AND ALL REVIEWING, OBJECTING AND APPROVING BODIES, WHICH MAY INCLUDE BUT NOT LIMITED TO THE STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION PER CHAPTER 236 WISCONSIN STATUTES AND THE WAUKESHA COUNTY PARKS AND LAND USE DEPARTMENT.

3. THE CONDITIONS INDICATED IN THE LETTER RECEIVED FROM WAUKESHA COUNTY DATED 8/2; THE DEVELOPER REIMBURSING THE TOWN FOR ALL COSTS AND EXPENSES OF ANY TYPE THAT THE TOWN INCURS IN CONNECTION WITH THIS DEVELOPMENT, INCLUDING THE COST FOR PROFESSIONAL SERVICES INCURRED BY THE TOWN (INCLUDING ENGINEERING, LEGAL, PLANNING AND OTHER CONSULTING FEES) FOR THE REVIEW AND PREPARATION OF REQUIRED DOCUMENTS OR ATTENDANCE AT MEETINGS OR OTHER RELATED PROFESSIONAL SERVICES FOR THIS APPLICATION, AS WELL AS TO ENFORCE THE CONDITIONS IN THIS CONDITIONAL APPROVAL DUE TO VIOLATION OF THE CONDITIONS.

4. ANY UNPAID BILLS OWED TO THE TOWN BY THE PROPERTY OWNER OR HIS OR HER TENANTS, OPERATORS OR OCCUPANTS, FOR REIMBURSEMENT OR PROFESSIONAL FEES (AS DESCRIBED ABOVE); OR FOR PERSONAL PROPERTY TAXES; OR FOR REAL PROPERTY TAXES; OR FOR LICENSES, PERMIT FEES OR ANY OTHER FEES OWED BY THE TOWN; SHALL BE PLACED UPON THE TAX ROLL FOR THE SUBJECT PROPERTY IF NOT PAID WITHIN THIRTY (30) DAYS OF BILLING BY THE TOWN, PURSUANT TO SECTION 66.0627, WISCONSIN STATUTES. SUCH UNPAID BILLS ALSO CONSTITUTE A BREACH OF THE REQUIREMENTS OF THIS CONDITIONAL APPROVAL THAT IS SUBJECT TO ALL REMEDIES AVAILABLE TO THE TOWN, INCLUDING POSSIBLE CAUSE FOR TERMINATION OF THE CONDITIONAL APPROVAL. MOTION CARRIED.

MOTION MADE BY MR. REICH, SECONDED BY MR. FITZGERALD TO ACKNOWLEDGE RECEIPT OF THE DEED RESTRICTIONS FOR WHITE OAK CONSERVANCY. MOTION CARRIED.

Fourth Order of Business: Unfinished Business

A. Town of Delafield, Re: Discussion, consideration and possible action on amendments to the Town Zoning Code related to regulation of Conditional Uses (tabled 7/17/18)

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

The Plan Commission made the suggested revisions: Remove Feed Lot Operation definition and Conditional Use; Reference "household pets" under Hobby Kennels; Add the following to M. Quarrying (8) "no more than 10 truckloads of clean fill per day"; and, request clarification from Town Attorney re: permitted areas for churches, synagogues and other buildings for Religious Assembly; and, remove Sections 3 and 4 of the Chapter 18 Ordinance.

A joint public hearing will be held before the Town Board and the matter will come back to the Plan Commission at their next regularly scheduled meeting.

Sixth Order of Business: Discussion

None

Seventh Order of Business: Announcements and Planning Items:

Next meeting – September 11, 2018

Eighth Order of Business: Adjournment

MOTION MADE BY MR. KRANICK, SECONDED BY MR. KRAUSE TO ADJOURN AT 8:42 P.M. MOTION CARRIED.

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8918
KKINDRED@SEHINC.COM

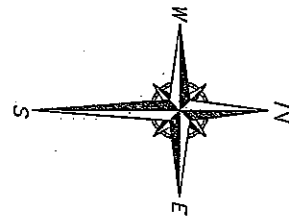
SURVEY FOR:
IRON PIPE DEVELOPMENT, LLC
34580 MEADOWVIEW CT.
OCONOMOWOC, WI 53066
(282) 646-5977

WHITE OAK CONSERVANCY

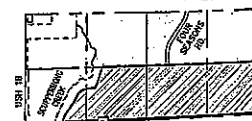
ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 11698, BEING A PART OF THE NW. 1/4, SW. 1/4, NE. 1/4 AND SE. 1/4 OF THE NW. 1/4 OF SECTION 31 AND NW. 1/4, NE. 1/4 AND SE. 1/4 OF THE SW. 1/4 OF SECTION 31, T.7N., R.18E., TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

OVERALL DETAIL

SCALE: 1" = 200'



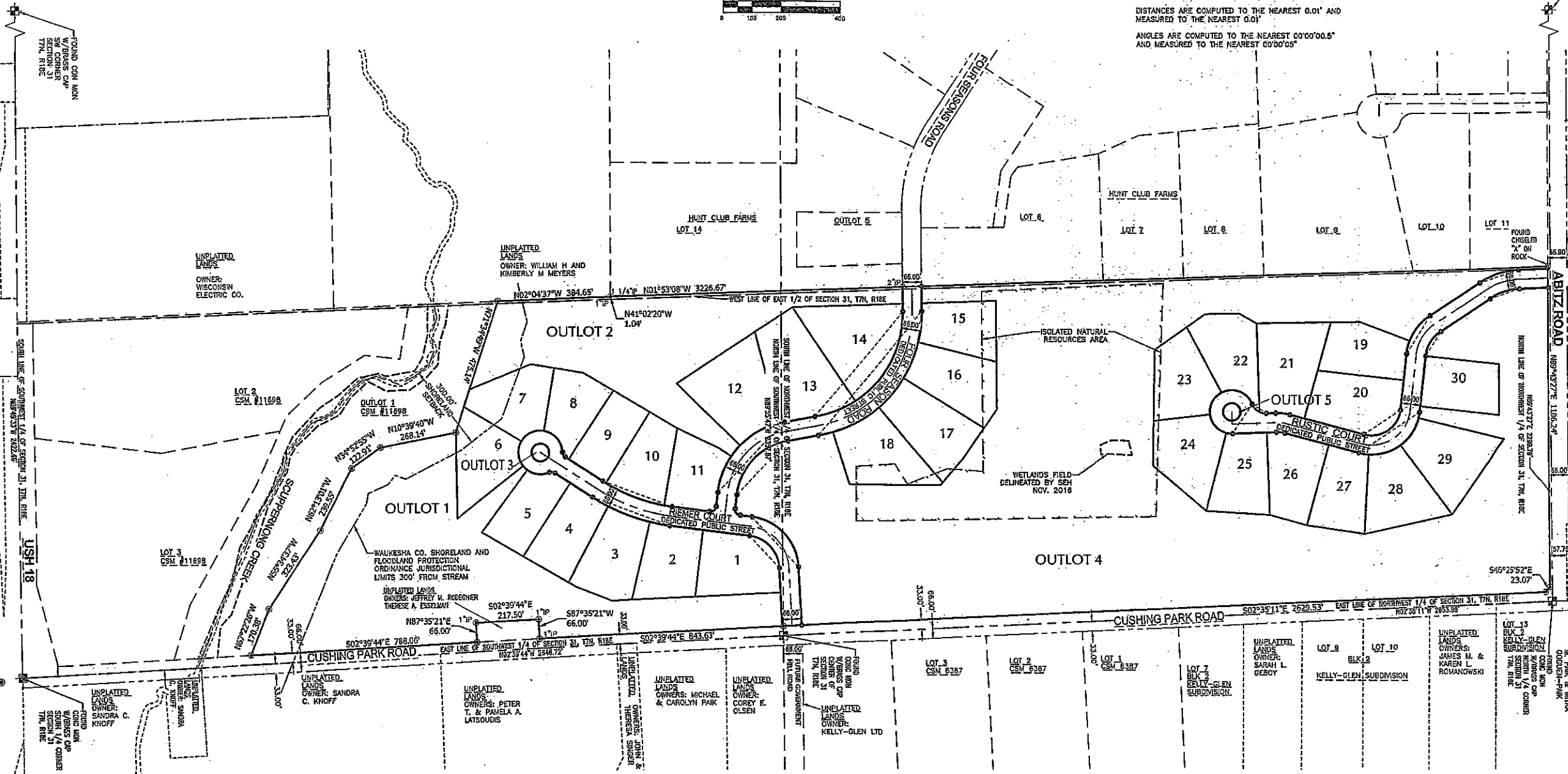
LOCATION MAP 1"=2000'



BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1983) GRID NORTH ON THE SOUTH LINE OF THE SW 1/4 OF SECTION 31-7-18 AS N89°49'33"W.

DISTANCES ARE COMPUTED TO THE NEAREST 0.01' AND MEASURED TO THE NEAREST 0.01'

ANGLES ARE COMPUTED TO THE NEAREST 00'00".5" AND MEASURED TO THE NEAREST 00'00".5"



LEGEND

- - 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN. FT.
- - 1 1/16" REBAR SET AT ALL OTHER LOT & OUTLOT CORNERS, WT. = 1.13 LBS./LIN. FT.
- ⊕ - CONCRETE MONUMENT W/ BRASS CAP FOUND
- ⊙ - 1 1/16" REBAR FOUND (UNLESS OTHERWISE STATED)

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration

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

PROJECT IRONP #140891

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

DATED THIS 24TH DAY OF MAY, 2018.
REVISED THIS 5TH DAY OF JULY, 2018.
REVISED THIS 1ST DAY OF AUGUST, 2018.

PROJECT IRONP #140891
SHEET 1 OF 5

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

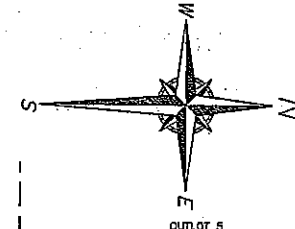
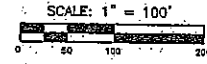


Department of Administration

WHITE OAK CONSERVANCY

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 11698, BEING A PART OF THE NW. 1/4, SW. 1/4, NE. 1/4 AND SE. 1/4 OF THE NW. 1/4 OF SECTION 31 AND NW. 1/4, NE. 1/4 AND SE. 1/4 OF THE SW. 1/4 OF SECTION 31, T.7N., R.18E., TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

LOT DETAIL



UNPLATTED LANDS
OWNER: WISCONSIN ELECTRIC CO.

DATED THIS 24TH DAY OF MAY, 2018.
REVISED THIS 5TH DAY OF JULY, 2018.
REVISED THIS 1ST DAY OF AUGUST, 2018.

UNPLATTED LANDS
OWNER: WILLIAM H AND KIMBERLY M MEYERS

HUNT CLUB FARMS
LOT 14

OUTLOT 5
FOUR SEASONS ROAD

LOT 2
CSM #11698

OUTLOT 1
CSM #11698

OUTLOT 2
314,853 SF
DRAINAGE EASEMENT

OUTLOT 3
2,827 SF

*wetland
- DNR saying
not a wetland*

LOT 3
CSM #11698

OUTLOT 1
575,242 SF
DRAINAGE EASEMENT

OUTLOT 4
1,844,419 SF
DRAINAGE EASEMENT

LEGEND

- - 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN. FT.
- ⊕ - 11/16" REBAR SET AT ALL OTHER LOT & OUTLOT CORNERS, WT. = 1.13 LBS./LIN. FT.
- ⊕ - CONCRETE MONUMENT W/ BRASS CAP FOUND
- ⊙ - 11/16" REBAR FOUND (UNLESS OTHERWISE STATED)

PROJECT IRONP #140891

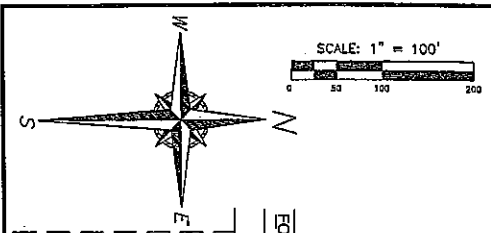
THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS



PHONE: 414.949.8952
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

PROJECT IRONP #140891

SHEET 2 OF 5



WHITE OAK CONSERVANCY

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 11698, BEING A PART OF THE NW. 1/4, SW. 1/4, NE. 1/4 AND SE. 1/4 OF THE NW. 1/4 OF SECTION 31 AND NW. 1/4, NE. 1/4 AND SE. 1/4 OF THE SW. 1/4 OF SECTION 31, T.7N., R.18E., TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

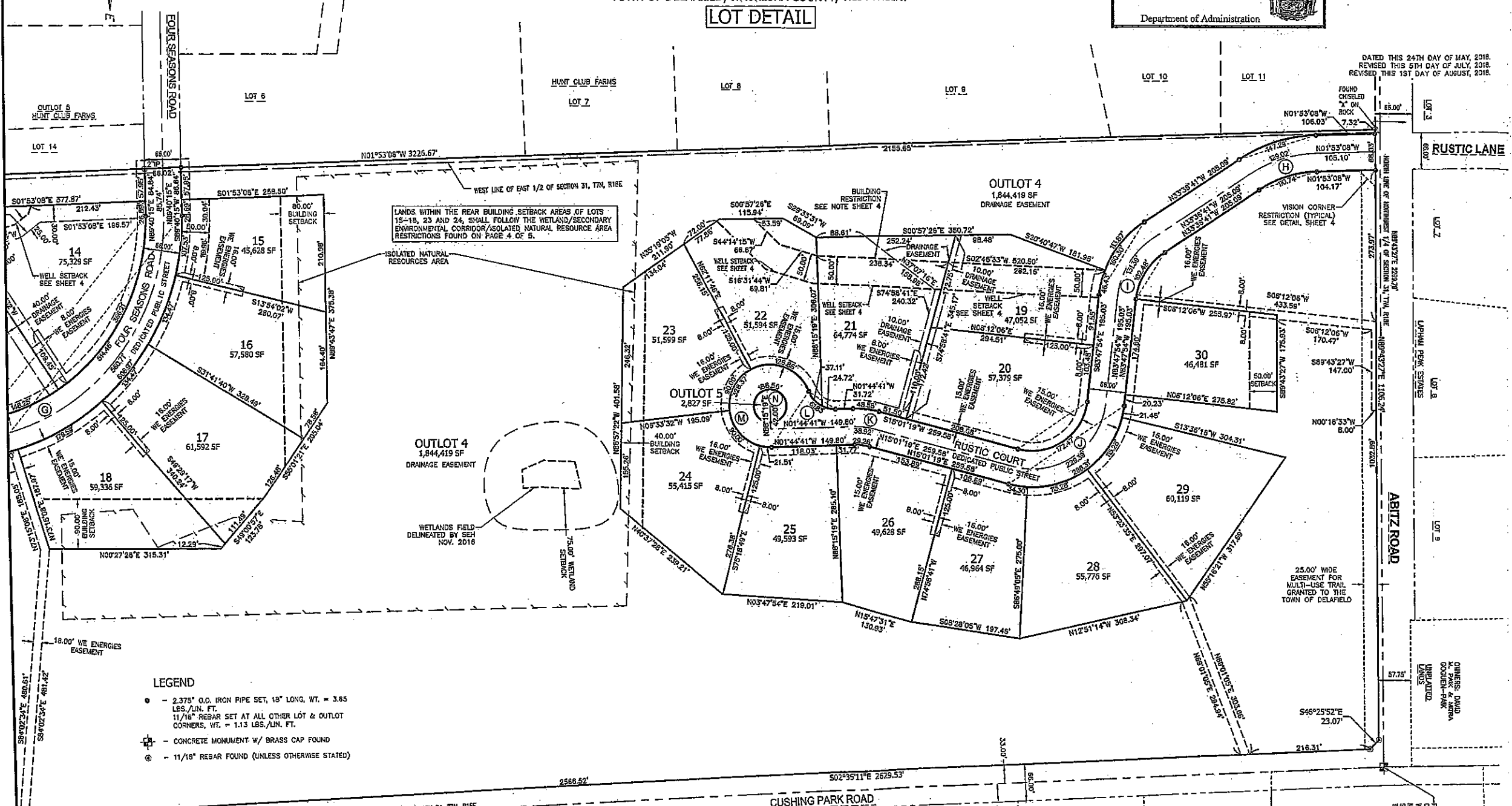
LOT DETAIL

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

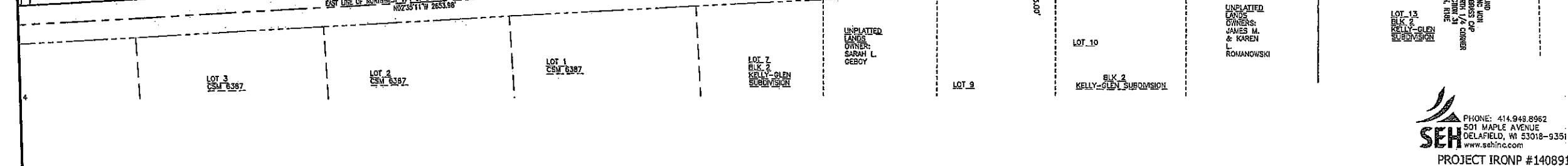
Department of Administration

DATED THIS 24TH DAY OF MAY, 2018
 REVISED THIS 5TH DAY OF JULY, 2018
 REVISED THIS 1ST DAY OF AUGUST, 2018.



LANDS WITHIN THE REAR BUILDING SETBACK AREAS OF LOTS 15-18, 23 AND 24, SHALL FOLLOW THE WETLAND/SECONDARY ENVIRONMENTAL CORRIDOR/ISOLATED NATURAL RESOURCE AREA RESTRICTIONS FOUND ON PAGE 4 OF 5.

- LEGEND**
- - 2.375" O.D. IRON PIPE SET, 18" LONG, WT. = 3.65 LBS./LIN. FT.
 - ⊕ - 11/16" REBAR SET AT ALL OTHER LOT & OUTLOT CORNERS, WT. = 1.13 LBS./LIN. FT.
 - ⊕ - CONCRETE MONUMENT W/ BRASS CAP FOUND
 - ⊙ - 11/16" REBAR FOUND (UNLESS OTHERWISE STATED)



WHITE OAK CONSERVANCY

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 11698, BEING A PART OF THE NW. 1/4, SW. 1/4, NE. 1/4 AND SE. 1/4 OF THE NW. 1/4 OF SECTION 31 AND NW. 1/4, NE. 1/4 AND SE. 1/4 OF THE SW. 1/4 OF SECTION 31, T.7N., R.18E., TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
K.KINDRED@SEHINC.COM

SURVEY FOR:
IRON PIPE DEVELOPMENT, LLC
34580 MEADOWVIEW CT.
OCCONOMOC, WI 53066
(262) 646-5977

WETLAND/ SECONDARY ENVIRONMENTAL CORRIDOR/ ISOLATED NATURAL RESOURCES AREA RESTRICTIONS

THOSE AREAS IDENTIFIED ON THIS SUBDIVISION PLAT AS WETLAND/SECONDARY ENVIRONMENTAL CORRIDOR/ ISOLATED NATURAL RESOURCES AREA, SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. GRADING, FILLING AND REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED, UNLESS SPECIFICALLY AUTHORIZED BY THE MUNICIPALITY IN WHICH THIS LAND IS LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
2. THE REMOVAL OR DESTRUCTION OF ANY VEGETATIVE COVER, I.E., TREES, SHRUBS, GRASSES, ETC., IS PROHIBITED, WITH THE EXCEPTION THAT INVASIVE, DEAD, DISEASED, OR DYING VEGETATION MAY BE REMOVED, AT THE DISCRETION OF THE LANDOWNER AND WITH THE APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE - PLANNING AND ZONING DIVISION, SILVICULTURAL THINNING, UPON THE RECOMMENDATION OF A FORESTER OR NATURALIST AND WITH APPROVAL FROM THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION, SHALL ALSO BE PERMITTED.
3. GRAZING BY DOMESTICATED ANIMALS, I.E., HORSES, COWS, ETC., IS PROHIBITED.
4. THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT IS PROHIBITED.
5. PONDS ARE PROHIBITED UNLESS DESIGNED TO ENHANCE THE NATURAL ENVIRONMENT. PONDS THAT MAY BE PERMITTED ARE SUBJECT TO THE APPROVAL OF THE MUNICIPALITY IN WHICH THEY ARE LOCATED, AND IF APPLICABLE, THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
6. THE CONSTRUCTION OF BUILDINGS IS PROHIBITED.
7. THE RESOURCE BOUNDARIES AND RESTRICTIONS CONTAINED HEREIN MAY ONLY BE MODIFIED IN COMPLIANCE WITH THE REGULATIONS OF THE WAUKESHA COUNTY SHORELAND AND FLOODLAND PROTECTION ORDINANCE OR THE TOWN OF DELAFIELD ZONING ORDINANCE, WHICHEVER APPLIES, WITH APPROVAL FROM THE JURISDICTIONAL AUTHORITY.

NOTES

1. THOSE AREAS WITHIN THE WAUKESHA COUNTY SHORELAND AND FLOODLAND PROTECTION ORDINANCE JURISDICTIONAL LIMITS ARE SUBJECT TO THE REQUIREMENTS OF THE WAUKESHA COUNTY SHORELAND AND FLOODLAND PROTECTION ORDINANCE IN ACCORDANCE WITH SECTION 89.892 OF THE WISCONSIN STATE STATUTES.
2. SETBACKS SHALL BE PER THE APPROVED ZONING A-1 PUD AND SHALL BE AS FOLLOWS:
FRONT YARD - 50 FEET
SIDE YARD - 20 FEET
REAR YARD - 20 FEET (UNLESS OTHERWISE NOTED ON THE PLAT MAP OR AS DESCRIBED IN THE BUILDING RESTRICTIONS BELOW.)
EXCEPT FOR LOTS CONTAINING PRIMARY ENVIRONMENTAL CORRIDOR (PEC) OR ISOLATED NATURAL RESOURCES AREA (INRA), LOTS 15 THRU 18, AND LOTS 23 THRU 24 SHALL HAVE REAR LOT SETBACKS RESTRICTED SO AS NOT TO DISTURB THE EXISTING ENVIRONMENTAL CORRIDOR.
3. EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDED FRACTIONAL OWNERSHIP IN OUTLOT 1-5. WAUKESHA COUNTY NOR THE TOWN OF DELAFIELD SHALL BE LIABLE FOR ANY FEES OR SPECIAL ASSESSMENTS IN THE EVENT THEY BECOME THE OWNER OF ANY LOT OR OUTLOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY. THE INDIVIDUAL HOME OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF ANY WALLS, FENCES AND STORM WATER FACILITIES.
4. OUTLOTS 1, 2 AND 4 TO BE ENCOMPASSED BY A DRAINAGE EASEMENT. SEE STORMWATER MANAGEMENT PRACTICES NOTES.
5. OUTLOTS 3 AND 5 ARE RESERVED FOR LANDSCAPING TO BE MAINTAINED BY THE LOT OWNERS.
6. THE TOWN OF DELAFIELD SHALL NOT BE A PARTY TO CONSTRUCTION OF A SOUND BARRIER WALL NOR WILL THE TOWN PARTICIPATE IN ANY MITIGATION OF SOUND AND NOISE ABATEMENT ASSOCIATED WITH ANY ADJACENT STREETS.
7. ALL ROADS WITHIN THE SUBDIVISION ARE DEDICATED TO THE PUBLIC.
8. ANY LAND BELOW THE ORDINARY HIGH WATERMARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1 OF THE STATE CONSTITUTION.
9. NO POLES, PADS, BOXES OR BURNED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF WISCONSIN STATUTES.

STORM WATER MANAGEMENT PRACTICE MAINTENANCE

THE TITLEHOLDERS OF LOTS 1 THROUGH 30 OF THE WHITE OAK CONSERVANCY SUBDIVISION SHALL EACH HOLD 1/30 UNDIVIDED INTEREST IN OUTLOT 1, 2 AND 4, WHERE THE STORM WATER MANAGEMENT PRACTICES ARE LOCATED. THERE ARE ONE OR MORE SEPARATE DOCUMENTS RECORDED ON THE PROPERTY TITLE THROUGH THE WAUKESHA COUNTY REGISTER OF DEEDS ENTITLED "STORM WATER MANAGEMENT PRACTICE MAINTENANCE AGREEMENT" ("MAINTENANCE AGREEMENT") THAT APPLY TO OUTLOTS 1, 2 AND 4. THE MAINTENANCE AGREEMENT SUBJECTS THIS SUBDIVISION PLAT, AND ALL LOT OWNERS THEREIN, TO COVENANTS, CONDITIONS AND RESTRICTIONS NECESSARY TO ENSURE THE LONG-TERM MAINTENANCE OF THE STORM WATER MANAGEMENT PRACTICES. THE AGREEMENT ALSO OUTLINES A PROCESS BY WHICH THE TOWN OF DELAFIELD MAY LEVY AND COLLECT SPECIAL ASSESSMENTS OR CHARGES FOR ANY SERVICES THE COMMUNITY MIGHT REQUEST RELATING TO ENFORCEMENT OF THE MAINTENANCE AGREEMENT.

IN ACCORDANCE WITH CHAPTER 14 - ARTICLE VII OF THE WAUKESHA COUNTY CODE OF ORDINANCES ("STORM WATER ORDINANCE"), THE STORM WATER PERMIT HOLDER IS RESPONSIBLE FOR CONSTRUCTING THE STORM WATER MANAGEMENT PRACTICES FOLLOWING PLANS APPROVED BY WAUKESHA COUNTY AND IS RESPONSIBLE FOR MAINTAINING THE STORM WATER PRACTICES UNTIL PERMIT TERMINATION BY WAUKESHA COUNTY. UPON TERMINATION OF THE STORM WATER PERMIT, THE OWNERS OF LOTS 1-30 SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STORM WATER MANAGEMENT PRACTICES IN ACCORDANCE WITH THE MAINTENANCE AGREEMENT.

EASEMENTS

ALL LANDS WITHIN AREAS LABELED "DRAINAGE EASEMENT" ARE RESERVED FOR STORM WATER COLLECTION, CONVEYANCE, TREATMENT OR INFILTRATION. NO BUILDINGS OR OTHER STRUCTURES ARE ALLOWED IN THESE AREAS. NO GRADING OR FILLING IS ALLOWED IN THESE AREAS THAT MAY INTERRUPT STORM WATER FLOWS IN ANY WAY. THE MAINTENANCE AGREEMENT MAY CONTAIN SPECIFIC MAINTENANCE REQUIREMENTS FOR THESE AREAS. THE TOWN OF DELAFIELD, WAUKESHA COUNTY OR THEIR DESIGNEE ARE AUTHORIZED ACCESS TO THESE AREAS FOR PURPOSES OF INSPECTING THE STORM WATER MANAGEMENT PRACTICES OR ENFORCING THE TERMS OF MAINTENANCE AGREEMENT.

ALL LANDS WITHIN AREAS LABELED "ACCESS EASEMENT" SHALL REMAIN CLEAR OF TREES, SHRUBS, AND ANY STRUCTURES THAT MAY INTERFERE WITH THE FREE MOVEMENT OF VEHICLES THAT MAY BE NEEDED TO ENTER THE AREA FOR MAINTENANCE PURPOSES. THE TOWN OF DELAFIELD, WAUKESHA COUNTY OR THEIR DESIGNEE ARE AUTHORIZED ACCESS TO THESE AREAS FOR PURPOSES OF INSPECTING THE STORM WATER MANAGEMENT PRACTICES OR ENFORCING THE TERMS OF THE MAINTENANCE AGREEMENT.

WELL SETBACK

ALL LANDS WITHIN AREAS LABELED "WELL SETBACK" ARE RESTRICTED FROM THE PLACEMENT OF ANY WELL DUE TO POTENTIAL RISK OF CONTAMINATION IN ACCORDANCE WITH THE STORM WATER ORDINANCE AND WISCONSIN ADMINISTRATIVE CODES.

BUILDING RESTRICTIONS

THERE IS A MINIMUM 50-FOOT HORIZONTAL SETBACK BETWEEN THE BUILDING AND THE CLOSEST EDGE OF THE WATER AT THE ELEVATION PRODUCED BY THE 100-YEAR, 24-HOUR DESIGN STORM. LOT 6, LOTS 12-14, LOT 19 AND LOTS 21-22 HAVE SETBACK REQUIREMENTS THAT ARE AFFECTED BY THIS RESTRICTION.

THERE IS A MINIMUM 2-FOOT VERTICAL SEPARATION BETWEEN THE LOWEST ELEVATION OF THE STRUCTURE THAT IS EXPOSED TO THE GROUND SURFACE AND THE MAXIMUM WATER SURFACE ELEVATION PRODUCED BY THE 100-YEAR, 24-HOUR DESIGN STORM. FOR ANY BUILDING DESIGNED FOR HUMAN OCCUPATION ON A REGULAR BASIS, THE GROUND SURFACE AT THE LOWEST EXPOSED PORTION OF THE BUILDING SHALL BE ABOVE THE ELEVATION LISTED BELOW.

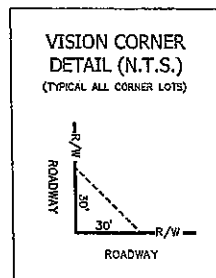
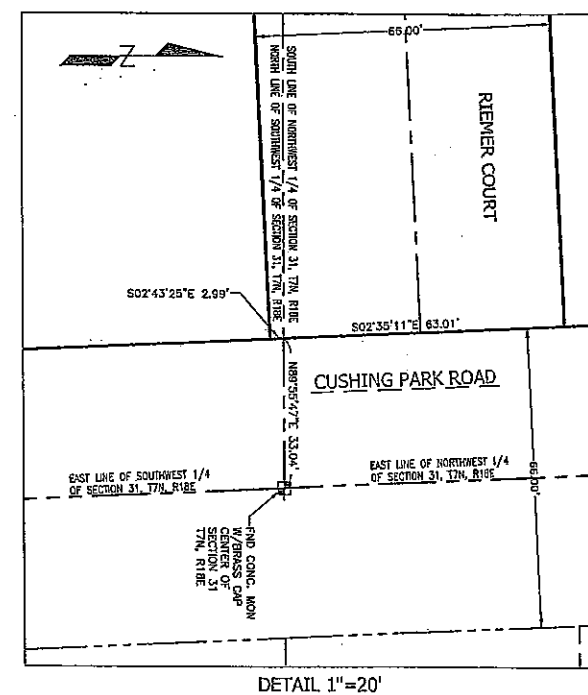
LOT 6--ELEVATION 917.33
LOTS 12-14--ELEVATION 937.29
LOT 19, LOTS 21-22--ELEVATION 948.93

VISION CORNER (VCR) RESTRICTIONS:

WITHIN THE AREA OF THE VISION CORNER RESTRICTION, THE HEIGHT OF ALL PLANTINGS, BERMS, FENCING, SIGNS, OR ANY OTHER STRUCTURE SHALL BE LIMITED TO 24" ABOVE THE INTERSECTION ELEVATION.

Curve Table						
CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING 1
A	C/L	150.00	79°59'03"	209.40	152.80	N47°25'17"E
	LOT 1	117.00	79°59'03"	183.33	150.39	S47°25'17"W
	OL 4	183.00	79°59'03"	295.47	236.22	N47°25'17"E
B	C/L	600.00	28°50'09"	270.55	268.27	N20°20'51"E
	LOT 2	633.00	61°19'48"	69.94	69.90	S10°35'41"W
	LOT 3	633.00	13°32'42"	153.32	152.95	S20°41'50"W
	LOT 4	633.00	8°37'38"	62.17	62.14	S30°27'07"W
	WEST	567.00	28°50'09"	255.57	253.51	N20°20'51"E
	LOT 9	567.00	1°18'24"	12.93	12.93	N33°15'55"E
	LOT 10	567.00	21°46'43"	216.85	214.55	N21°03'10"E
	LOT 11	567.00	2°43'02"	28.89	28.89	N05°47'17"E
C	ROW	75.00	292°10'46"	382.46	63.68	S38°48'57"E
	LOT 5	75.00	59°57'22"	78.48	74.95	S07°09'21"W
	OL 1	75.00	15°16'44"	20.00	19.94	S44°43'24"W
	LOT 6	75.00	88°45'18"	90.00	84.70	S88°44'25"W
	LOT 7	75.00	68°45'18"	80.00	84.70	N24°30'17"W
	LOT 8	75.00	79°28'04"	103.98	95.85	N09°39'24"E
D	OL 3	30.00	180°00'00"	94.25	60.00	N90°00'00"E
E	LOT 8	20.00	56°02'31"	19.56	18.79	N81°17'11"E
F	C/L	280.00	72°33'28"	316.59	295.86	S46°17'30"E
	WEST	283.00	72°33'28"	358.38	334.91	S48°17'30"E
	LOT 11	283.00	27°08'48"	134.09	132.83	N88°59'50"W
	OL 2	283.00	8°54'26"	48.93	48.87	N50°28'13"W
	LOT 12	283.00	31°25'08"	155.18	153.25	N28°48'27"W
	LOT 13	283.00	4°05'08"	20.18	20.18	N12°03'30"W
	EAST-OL 4	217.00	72°33'28"	274.80	259.89	S48°17'30"E
G	C/L	400.00	80°18'59"	680.71	519.92	S50°10'16"E
	WEST	367.00	80°18'59"	514.46	473.38	N50°10'16"W
	LOT 13	367.00	23°08'42"	148.25	147.25	N21°35'07"W
	LOT 14	367.00	57°10'17"	368.21	351.20	N01°44'38"W
	EAST	433.00	80°18'59"	608.97	558.48	N50°10'16"W
	LOT 15	433.00	14°13'47"	107.84	107.26	S83°12'51"E
	LOT 16	433.00	17°47'37"	134.47	133.93	S67°12'09"E
	LOT 17	433.00	17°47'37"	134.47	133.93	S48°24'32"E
	LOT 18	433.00	23°45'52"	179.59	178.31	S28°37'47"E
H	OL 4	433.00	6°44'08"	50.90	50.87	S13°22'49"E
	C/L	273.00	31°43'33"	129.02	127.37	S17°44'54"E
	WEST	266.00	31°43'33"	147.29	145.41	S17°44'54"E
	EAST	200.00	31°43'33"	110.74	109.33	S17°44'54"E

Curve Table						
CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING 1
I	C/L	150.00	57°11'13"	131.39	127.23	N58°42'17"W
	WEST	183.00	57°11'13"	160.30	155.22	S58°42'17"E
	OL 4	183.00	36°39'03"	113.87	112.04	N51°26'13"W
	LOT 19	183.00	1°32'10"	46.43	46.30	N08°31'49"W
	OL 4	117.00	57°11'13"	102.48	99.24	S58°42'17"E
J	C/L	133.00	98°49'13"	229.39	202.00	N34°23'18"W
	WEST	100.00	98°49'13"	172.47	151.88	N34°23'18"W
	EAST	188.00	98°49'13"	286.31	252.12	N34°23'18"W
	LOT 27	188.00	11°50'24"	34.30	34.24	S09°06'07"W
	LOT 28	188.00	39°47'20"	115.28	112.98	S18°42'45"E
	LOT 29	188.00	39°47'20"	115.28	112.98	S58°30'04"E
	OL 4	188.00	7°24'10"	21.45	21.43	S89°05'49"E
K	C/L	133.00	16°46'00"	38.82	38.78	N08°38'19"E
	WEST	186.00	16°46'00"	49.58	48.40	N08°38'19"E
	EAST	100.00	16°46'00"	29.26	29.16	S08°38'19"W
L	WEST	50.00	70°51'09"	61.83	57.97	N33°40'54"E
	LOT 21	50.00	28°19'30"	24.72	24.47	N12°25'04"E
	LOT 22	50.00	42°31'59"	37.11	36.27	N47°50'39"E
M	ROW	75.00	250°51'09"	328.37	122.23	S58°19'08"E
	LOT 23	75.00	98°54'42"	126.85	112.27	N20°35'07"E
	LOT 24	75.00	68°45'18"	90.00	84.70	N62°10'53"W
	LOT 25	75.00	68°45'18"	90.00	84.70	S49°03'49"W
N	OL 5	30.00	180°00'00"	94.25	60.00	N90°00'00"E



There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____ 20____

Department of Administration

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

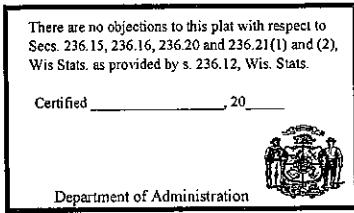
PROJECT IRONP #140891
SHEET 4 OF 5

SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Professional Land Surveyor hereby certify:
That I have surveyed, divided and mapped all of Lot 1 of Certified Survey Map No. 11698, being a part of the NW. 1/4, SW. 1/4, NE. 1/4 and SE. 1/4 of the NW. 1/4 of Section 31 and NW. 1/4, NE. 1/4 and SE. 1/4 of the SW. 1/4 of Section 31, T.7N., R.18E., Town of Delafield, Waukesha County, Wisconsin.
All of Lot 1 of Certified Survey Map No. 11698.
Said lands contain 4,628,050 Square Feet or 106.24 Acres.
That I have made such survey, land division and plat by the direction of Iron Pipe, LLC, owner of said lands.
That such plat is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made.
That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the Town of Delafield in surveying, dividing and mapping the same.

Dated this _____ day of _____, 20_____

Keith A. Kindred, PLS S-2082



CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, Pamela Reeves, being duly elected, qualified and acting Treasurer of Waukesha County, do hereby certify that the records in my office show no unredemmed tax sales and no unpaid taxes or special assessments as of _____ affecting the lands included in the plat of White Oak Conservancy.

Date _____
Pamela Reeves, County Treasurer

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE:

The above, which has been filed for approval as required by Chapter 236, WI. Statutes and Waukesha County Shoreland and Floodland Subdivision Control Ordinance, is hereby approved on this

_____ day of _____, 20_____

Date Shaver, Director

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by Iron Pipe Development, LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee,

_____, Grantee, and _____, Grantee

Their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same be now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantee. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantee.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

WHITE OAK CONSERVANCY

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 11698, BEING A PART OF THE NW. 1/4, SW. 1/4, NE. 1/4 AND SE. 1/4 OF THE NW. 1/4 OF SECTION 31 AND NW. 1/4, NE. 1/4 AND SE. 1/4 OF THE SW. 1/4 OF SECTION 31, T.7N., R.18E., TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

IRON PIPE DEVELOPMENT, LLC, a limited liability corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

IRON PIPE DEVELOPMENT, LLC, does further certify that this plat is required by S236.10 or S236.12 to be submitted to the following for approval or objection:

- 1) Department of Administration
- 2) Waukesha County Parks & Land Use Department
- 3) Department of Transportation
- 4) Town of Delafield
- 5) Village of Summit

IN WITNESS WHEREOF, said IRON PIPE DEVELOPMENT, LLC, has caused these presents to be signed by Bill Zach, its Member, at _____, Wisconsin, and its corporate seal to be hereunto affixed on this _____ day of _____, 20_____.
In Presence of: _____

Bill Zach, Member

STATE OF WISCONSIN)

_____ COUNTY) SS

Personally came before me this _____ day of _____, 20_____ the above named Bill Zach, Member, of the above named limited liability company, to me known to be such Member of said limited liability company, and acknowledged that they executed the foregoing instrument as such officers as the deed of said limited liability company, by its authority.

Notary Public

_____ County, Wisconsin

My Commission Expires _____

CONSENT OF CORPORATE MORTGAGEE:

_____, a corporation duly organized and existing under and by virtue of the laws of the State of _____ mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of IRON PIPE DEVELOPMENT, LLC, Owner.

IN WITNESS WHEREOF, said _____ has caused these presents to be signed by _____, its _____, and countersigned by _____, its _____, at _____, _____, and its corporate seal to be hereunto affixed this _____ day of _____, 20_____.
In presence of: _____

STATE OF _____)

_____ COUNTY) SS)

Personally came before me this _____ day of _____, 20_____ the above named _____ Secretary (cashier)

of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary (cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) _____

Notary Public, _____

My commission expires _____

TOWN BOARD APPROVAL CERTIFICATE:

Resolved that the Plat of White Oak Conservancy, in the Town of Delafield, is hereby approved by the Town Board.

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

Date: _____ Signed: _____
Lawrence G. Krause, Town Chair

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

Date: _____ Signed: _____
Mary Eisner, Town Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Plat of White Oak Conservancy, in the Town of Delafield, is hereby approved by the Plan Commission.

Approved as of the _____ day of _____, 20_____

Date: _____ Signed: _____
Tom Oberhaus, Chairperson

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

Date: _____ Signed: _____
Mary Eisner, Town Clerk

CERTIFICATE OF TOWN TREASURER:

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, _____, being the duly appointed, qualified and acting Town Treasurer of the Town of Delafield, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of _____ on any of the land in the plat of White Oak Conservancy.

Date _____
Mary Eisner, Town Treasurer

VILLAGE BOARD APPROVAL CERTIFICATE:

Resolved that the Plat of White Oak Conservancy, in the Town of Delafield, is hereby approved by the Village Board of the Village of Summit.

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

Date: _____ Signed: _____
Jack Riley, President

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

Date: _____ Signed: _____
Debra Michael, Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Plat of White Oak Conservancy, in the Town of Delafield, is hereby approved by the Plan Commission of the Village of Summit.

Approved as of the _____ day of _____, 20_____

Date: _____ Signed: _____
Jim Siepmann, Chairman

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

Date: _____ Signed: _____
Debra Michael, Secretary

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
KKINDRED@SEHINC.COM

SURVEY FOR:
IRON PIPE DEVELOPMENT, LLC
34580 MEADOWVIEW CT.
OCONOMOWOC, WI 53066
(262) 646-5977



PROJECT IRONP #140891
SHEET 5 OF 5

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

AUG 28 2018

ITEM # 8C PAGE 1 of 1

TOWN OF DELAFIELD

Subdivision: White Oak Conservancy Developer: Iron Pipe Development, Bill Zach Subdivision Agreement Date: (recorded) June 25, 2018 Total Letter of Credit: \$1,282,050			Date: August 16, 2018 Report No.: 2 Covering Period: 7/3/18 -8/16/18 Calculated By: Tim Barbeau			
Description of Improvements Required	Contractor	Letter of Credit Amount (amount + 10%)	Amount of Work Completed			
			Previous Report	During This Period	To Date	Amount to Remain
A. Site grading/storm water pond, Erosion Control	Rams Contracting	\$539,000	\$86,480.64	\$217,000.00	\$303,480.64	\$235,519.36
B. Base course, asphalt binder pavement, curb and gutter	Wolf Paving	\$279,950	\$0	\$0	\$0	\$279,950.00
C. Asphalt surface course	Wolf Paving	\$66,550	\$0	\$0	\$0	\$66,550.00
D. Culverts/Fire Tank/Storm Sewer	Rams Contracting	\$127,490	\$0	\$114,741.00	\$114,741.00	\$12,749.00
E. Restoration/seed and mulch lots	Ram Contracting	\$152,020	\$0	\$36,700.00	\$36,700.00	\$115,320.00
F. Site Landscaping	Seasonal Services	\$102,740	\$33,805.99	\$0	\$33,805.99	\$68,934.01
G. Street Light	WE Energies	\$14,300	\$0	\$5010.47	\$5,010.47	\$9,289.53
Totals		\$1,282,050	\$120,286.63	\$373,451.47	\$493,738.10	\$788,311.90
Summary Original Letter of Credit..... \$1,282,050.00 Amount Completed this Period..... \$373,451.47 Amount Previously Approved \$120,286.63 Total Completed to Date \$493,738.10 Required Letter of Credit balance.....\$788,311.90			This is to certify that authorization for a reduction in the Letter of Credit is in accordance with the approved subdivision development agreement and with the regulations and ordinances of the Town of Delafield, furthermore, that the computations are true and correct and indicate the amount which can be deducted from the Letter of Credit of the developer.			
R.A. Smith, Inc. recommends a reduction in the Letter of Credit by \$373,451.47 By: <u><i>Timothy J. Barbeau</i></u> Date: <u>8/16/18</u>			Authorized By: _____ Lawrence G. Krause, Town Chairman			

RESOLUTION NO.

ITEM # 8D PAGE 1 of 1

WHEREAS, local government in Wisconsin is responsible for about 90% of the road miles in the state; and,

WHEREAS, Wisconsin's diverse economy is dependent upon county and town roads, as well as city and village streets and transit systems across the state; and,

WHEREAS, the Town of Delafield and other local governments across Wisconsin have been highlighting our unmet transportation needs in many different avenues including events such as the historic Turnout for Transportation event in September of 2016 where local governments in every region of this state held simultaneous meetings calling on the state legislature to prioritize transportation and pass a sustainable funding package; and,

WHEREAS, while the increase in transportation funding for locals in the last budget was certainly appreciated, many still aren't back to 2011 levels when you adjust for inflation; and,

WHEREAS, local governments continue to struggle to meet even the most basic maintenance needs for our transportation system; and,

WHEREAS, states surrounding Wisconsin and across the country have stepped up with sustainable funding plans for their state and local roads; and,

WHEREAS, Wisconsin will be at a competitive disadvantage if it does not implement a revenue and spending plan that addresses both our Interstates that were built in the 1950's and 60's *and* our local and state roads; and,

WHEREAS, levy limits do not allow local government to make up for the deterioration of state funding; and,

WHEREAS, local governments would not be forced to turn to local wheel taxes or increased borrowing or exceeding their levy limits if the state would finally pass a sustainable funding plan for transportation; and,

WHEREAS, the Town of Delafield recognizes that our state highway and interstate system is the backbone of our surface transportation system and plays a vital role in the economy of Wisconsin, and that both local *and* state roads need to be properly maintained in order for our economy to grow; and,

WHEREAS, from a competitive standpoint, Wisconsin motorists pay significantly less than any of our neighbors when you combine the annual cost of the state gas tax and vehicle registration fees.

NOW, THEREFORE, BE IT RESOLVED by the Town of Delafield to urge the Governor and Legislature to Just Fix It and agree upon a long term, sustainable solution that includes a responsible level of bonding and adjusts our user fees to adequately fund Wisconsin's transportation system. Furthermore, the Town Board directs the Clerk to send a copy of this resolution to our State Legislators and to Governor Scott Walker.

TOWN OF DELAFIELD
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Town of Delafield Town Board and a quorum of the Plan Commission on Tuesday, September 11, 2018, starting at 7:00 p.m., at the Delafield Town Hall, W302 N1254 Maple Avenue, Delafield, WI 53018. The purpose of the hearing is to consider the amendment of several sections of Chapter 17, Zoning, and Chapter 18, Land Division and Development Control of the municipal code for the Town of Delafield. The purpose of the amendments is in response to the State's adoption of 2017 Wisconsin Act 67 related to requiring a political subdivision to issue a conditional use permit under certain circumstances which resulted in requiring substantial evidence, rather than personal preferences or speculation directly pertaining to the requirements and conditions an applicant must meet. The resulting modifications affect various code sections in Chapter 17 and Chapter 18 of the municipal code.

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

All interested parties will be heard.

TOWN OF DELAFIELD
Lawrence G. Krause, Chairman
W302 N1254 Maple Avenue
Delafield, WI 53018

