



A PERFECT ENVIRONMENT

Residential Recreational Responsible

Chair
Ron Troy
Supervisors
Edward Kranick
Steve Michels
Joe Woelfle
Magalie Miller
Clerk/Treasurer
Dan Green

TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING TUESDAY, AUGUST 23, 2022

6:30 PM

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

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Citizen Comments: Public comments from citizens regarding items on, or not on the agenda. The Board may not engage in a discussion with the citizen making the comments. Individual presentations are limited to three minutes and citizens shall follow the rules set forth in Section 2.04(1)(d) of the Town Code.
5. Approval of Minutes:
 - A. July 26, 2022, Town Board Minutes
6. Action on vouchers submitted for payment:
 - A. Report on budget sub-accounts and action to amend 2022 budget
 - B. 1) Accounts payable; 2) Payroll
7. Communications (for discussion and possible action)
 - a. Lake Country Fire and Rescue Update
8. Unfinished Business - None
9. New Business
 - a. Discussion and possible action on the approval of a Mutual Cooperation Agreement between Waukesha County and the Town of Delafield regarding the CDBG Entitlement Program and the HOME Consortium Program for Federal Fiscal Years 2023-2025.
 - b. Discussion and possible action on the following recommendations from Plan Commission:
 - i. Tom Beaudry, 229 Lynndale Road, LLC, Re: Consideration and possible action on a Certified Survey Map to split the land into two parcels (Recommendation was approved by the Plan Commission, 5-0)
 - ii. Tom Beaudry, 229 Lynndale Road, LLC, Re: Consideration and possible action on a Conditional Use Amendment for construction of an addition to the showroom at Cassandra's Motorsports and to update the property description (Recommendation was approved by the Plan Commission, 5-0)
 - c. Discussion and possible action on the sale of a Reserve "Class B" license to the City of Delafield and approval of a Liquor License Transfer Agreement.
 - d. Discussion and possible action on code enforcement options for the property located at N13W28907 Silvernail Road.
10. Announcements and Planning items

- A. Plan Commission – Tuesday, September 6, 2022 @ 6:30 PM
- B. Budget Workshop – Tuesday, September 13, 2022 @ 4:30 PM
- C. Town Board – Tuesday, September 13, 2022 @ 6:30 PM
- D. Budget Workshop – Tuesday, September 27, 2022 @ 5:00 PM
- E. Town Board – Tuesday, September 27, 2022 @ 6:30 PM

11. Adjournment



Dan Green
Town of Delafield Clerk/Treasurer

PLEASE NOTE:

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

**TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING
JULY 26, 2022 @ 6:30 PM**

Video Link:

First order of business: Call to Order

Chairman Troy called the meeting to order at 6:30 p.m.

Second order of business: Pledge of Allegiance

Third order of business: Roll Call

Present: Supervisor Kranick, Supervisor Miller, Supervisor Michels, and Chairman Troy. Also present was Administrator Dan Green.

Excused: Supervisor Woelfle

Fourth order of business: Citizen Comments:

Clare Dundon, N11W28910 Northview Road, stated she was there to address item 9f. The property abuts her's from the rear property line. The property burned down over 3 years ago and has been sitting. It is an invitation for vermin. She is ashamed when neighbors call and ask for help to clean up the property. She referenced Chapter 10.05 of the Town's code, citing public nuisances dealing with dilapidated buildings and blighted property. She strongly requested the Town ordinances be enforced.

Jon Spheeris, 175 E. Wisconsin Ave. Suite A, Oconomowoc, explained the Plan Commission approved Mr. Studer's CSM, and last Thursday Waukesha County also approved the CSM.

Fifth order of business:

- A. Approval of the June 14, 2022, Town Board Minutes

*Motion by Supervisor Kranick to approve the minutes from June 14, 2022. Seconded by Supervisor Michels.
Motion passed 4-0.*

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

- A. Report on budget sub-accounts and action to amend 2021 budget
- B.1) Accounts payable; 2) Payroll

Motion by Supervisor Kranick to approve payment of checks #65782-#65783, and approval of checks #65808-#65811, checks #65817-#65856 in the amount of \$135,489.53, and check #65857, and checks #65860-#65886 in the amount of \$581,665.06., and payrolls dated July 8, 2022, in the amount of \$16,347.27 and payrolls dated July 22, 2022, in the amount of \$14,433.54. Seconded by Supervisor Michels. Motion passed 4-0.

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

Eighth order of Business: Unfinished Business: NONE

Ninth order of Business: New Business:

- a. Discussion and possible action on the approval of "Class B" Liquor and Beer license to FeNori Winery, N13W28643 Silvernail Road.

Motion by Supervisor Michels to approve a "Class B" Liquor and Beer license to FeNori Winery at N13W28643 Silvernail Road. Seconded by Supervisor Kranick. Motion passes 4-0.

- b. Discussion and possible action on the following recommendations from Plan Commission:
- i. Dan Studer, W289 N106 Elmhurst Road, Re: Consideration and possible action on the approval of a Certified Survey Map to create two lots at W289 N106 Elmhurst Road. (Recommendation was approved by the Plan Commission, 4-0)

Engineer Barbeau presented the proposed CSM. The total lot area is 11.4 acres, with the land being split into 5.3- and 6.1-acre parcels. The Plan Commission approved, and the County approved a lot not abutting a public road. The surveyor has addressed all technical comments, and recommends approval with the condition of a 25-foot easement for access to allow the two closest neighbors access to their property.

Motion by Supervisor Kranick to approve a Certified Survey Map dated 6/29/2022, subject to a 25' easement at the end of Sylvan Trail. Seconded by Supervisor Michels. Motion passed 4-0.

- ii. Brian & Kathryn Jakel, 3615 Hawthorn Hill Drive, Waukesha, Re: Consideration and possible action on a Certified Survey Map to combine parcels located at the northeast corner of Hillcrest Drive and Orchard Avenue (Tax Key Nos. DELT 0764-026, DELT 0764-027 and DELT 0764-028) (Recommendation was approved by the Plan Commission, 4-0)

Engineer Barbeau said this lot is made up of 3 small lots. This is just north of Hillcrest Drive off Orchard Avenue. The purpose of the combination is to put a single-family home on the lot. They did provide a dedication on Hillcrest to meet the ROW requirement. He has not received comments from Waukesha County, so those comments should be subject to, in the motion.

Motion by Supervisor Kranick to approve a Certified Survey Map to combine parcels located at the northeast corner of Hillcrest Drive and Orchard Avenue, subject to comment by the Village of Hartland and Waukesha County. Seconded by Supervisor Michels. Motion passed 4-0.

- c. Discussion and possible action on setting dates for 2023 budget workshop meetings.

Budget workshop dates will be September 13th and September 27th at 5:00 PM.

- d. Discussion and possible action on the purchase of 3 solar speed limit signs.

Administrator Green explained these signs would be used to enforce speed limits on Imperial Drive and Maple Avenue. The third sign will be used at locations as needed.

Motion by Supervisor Kranick to approve the purchase of 3 solar speed limit signs for a cost not to exceed \$9,112.00. Seconded by Supervisor Michels. Passed 4-0.

- e. Discussion and possible action on a Temporary Class "B" beer and wine license for the "Fall Feast" festival on September 18, 2022, for the property located at N130W294 Bryn Drive.

Motion by Supervisor Michels to approve a Temporary Class "B" beer and wine license for the "Fall Feast" festival on September 18, 2022, for the property located at N130W294 Bryn Drive. Seconded by Supervisor Kranick. Motion passes 4-0.

- f. Discussion and possible action on code enforcement options for the property located at N13W28907 Silvernail Road.

Makini Triplet, N13W28907 Silvernail Road, explained that she contracted with two demolition companies. The first was a month after the fire occurred. She gave the contractor a 30% deposit, and the contractor never followed up with her or the Town. She then entered into another contract, but they were too busy, and they were passing her by for bigger jobs. They said they weren't able to take care of it until January of 2023. She has since entered into a contract with a company out of Minocqua. They explained they would be able to begin work in the next 30 days.

Chairman Troy explained the building has to be demolished. If it is not taken down in the next 30 days, the Town will assess fees. He explained that the Town will be turning this matter over to our attorney, in any case.

Motion by Supervisor Kranick to turn this matter over to the Town attorney for resolution. Seconded by Supervisor Miller. Motion passed 4-0.

Tenth order of Business: Announcements and Planning items

- A. Plan Commission – Tuesday, August 2, 2022 @ 6:30 PM
- B. Fall Primary – Tuesday, August 9, 2022
- C. Town Board – Tuesday, August 23, 2022 @ 6:30 PM

Thirteenth order of Business: Adjournment:

Motion by Supervisor Kranick to adjourn the Tuesday, July 26, 2022, Town Board meeting at 7:03 PM. Seconded by Supervisor Michels. Motion passed 4-0.

Respectfully submitted:

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



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To: Town Chairman
 Town Board Members
From: Karen Nipko, Deputy Clerk
Date: August 23, 2022
Subject: Payroll and Accounts Payable

Account Payable:

Recommendation: Motion to approve payment of checks #65782-#65783 and checks #65787-#65807 in the amount of \$38,916.13.

Payroll Checks:

Recommendation: Motion to approve the payrolls dated August 5, 2022, in the amount of \$16,500.50 and August 19, 2022, in the amount of \$17,079.84.

CDBG and HOME Program Funding

Waukesha County receives Community Development Block Grant funding (CDBG) directly from the federal government as an annual allocation, and has since 1990. These funds are available to residents and municipalities throughout the County, as long as the municipality has signed a cooperation agreement with the County. Waukesha County is also a member and “lead agency” of the HOME Consortium, which consists of Jefferson, Ozaukee, Washington and Waukesha Counties (since 1998). The lead agency takes full responsibility for fiscal management of the HOME funds and compliance with HOME rules and other applicable Federal regulations.

The HOME Consortium

The main purposes of the HOME Consortium are to advance home ownership opportunities with a down payment assistance program, to maintain the quality of the existing housing stock through low-interest housing rehabilitation loans, and to support the development of affordable rental and homeowner housing. All programs are available to households in the participating counties that earn 80% or less of the area median income.

- The **Down Payment Assistance Loan (DPA)** program provides eligible home buyers with a forgivable loan of up to \$10,000 to be used for down payment and/or closing costs. Homeowners are required to attend housing counseling sessions, which are paid for through program funds. DPA loan is provided as a five-year forgivable loan, meaning that as long as the property remains the borrower’s primary residence for five years the loan is forgiven and no repayment is due. The loan is forgiven 20% for each full year.
- The HOME Consortium operates a **Homeowner Rehabilitation Loan Program** to provide low to moderate income households with access to up to \$20,000 in loaned funds for modest home repairs. The loans are provided as no-interest, no monthly payment loans, that are due upon sale or title transfer of the home. Eligible repairs include roofs, mechanical systems, plumbing, windows, foundations, siding, painting and accessibility improvements.
- The **Purchase—Rehabilitation Program** is a combination of the DPA and Homeowner Rehabilitation programs. Eligible homebuyers can receive up to \$10,000 for downpayment assistance, and up to \$17,500 for rehab costs. This program is designed to help with the purchase of foreclosed houses, or houses in need of immediate repair. All rehab work must be done in 6 months of purchasing the home, and the focus is on correcting code violations.

The HOME Consortium also allocates funding to **Housing Development** projects, to assist with the construction of affordable housing in the four counties of the HOME Consortium.. These

projects have included homeowner single-family homes and condos, rental units for families, and rental units for seniors.

Community Development Block Grant (CDBG)

Waukesha County receives a direct allocation of CDBG from the U.S. Department of Housing and Urban Development (HUD) annually, which is used for programs and projects throughout the County. The CDBG program is governed by an 11-member Board of Directors, appointed by the Waukesha County Executive. The CDBG Board holds an annual grant application process every spring for potential subgrantees, which include nonprofit organizations and municipalities. CDBG funds are used for a variety of public services programs that address issues such as: homeless prevention and shelter, food and nutrition, medical care, domestic abuse, parenting, mental health, and transportation for low and moderate income people. Funds are also used for affordable housing, public facilities and improvements, ADA compliance, and economic development.

Current 2022 organizations funded with CDBG include:

- Association for the Rights of Citizens with Handicaps (ACAP)
- Big Brothers and Big Sisters of Metropolitan Milwaukee
- The City of Waukesha
- Easter Seals
- Elmbrook Senior Taxi
- ERAs Senior Network
- Family Service Agency of Waukesha County
- Habitat for Humanity
- Hebron Housing Services
- The Hope Center
- The Housing Action Coalition
- Muskego Senior Taxi
- Parent's Place
- The Salvation Army
- The Town of Lisbon
- The Village of North Prairie
- The Women's Center
- Wisconsin Women's Business Initiative Corporation (WWBIC)

MUTUAL COOPERATION AGREEMENT
UNDER
THE HOUSING AND COMMUNITY DEVELOPMENT ACT AND
THE NATIONAL AFFORDABLE HOUSING ACT

The CDBG Entitlement Program and the HOME Consortium Program for Federal Fiscal Years
2023-2025

This Cooperation Agreement is entered into between Waukesha County, a political subdivision of the State of Wisconsin (hereinafter “County”) and the Town of Delafield, a municipal corporation of the State of Wisconsin (hereinafter “Municipality” and collectively “Parties”).

WHEREAS, the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) as amended, (hereinafter “The Act”) provides Federal assistance for the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, The Act makes possible the allocation of funds to Waukesha County for the purpose of undertaking only community development program activities identified in 42 U.S.C. § 5305 of The Act; and

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990(42 U.S.C. § 12701 et seq.) as amended, (hereinafter “NAHA”) provides Federal assistance for the HOME Investment Partnership Program (hereinafter “HOME Program”); and

WHEREAS, NAHA allows units of general local government to enter into a mutual cooperation agreement to form a consortium to obtain Federal funds as a participating jurisdiction under the HOME Program (hereinafter “HOME Consortium”); and

WHEREAS, the Parties have mutually developed a Consolidated Housing and Community Development Plan and Regional Analysis of Impediments to Fair Housing; and

WHEREAS, the Parties have determined that obtaining funds under the HOME Program will increase their ability to provide affordable housing, and meet other identifiable and eligible housing needs of the Municipality’s residents; and

WHEREAS, the County intends to apply to the U.S. Department of Housing and Urban Development (hereinafter “HUD”) for funds authorized under The Act and NAHA; and

WHEREAS, County and the Municipality have determined that joint action is an effective way to accomplish the purposes of The Act and NAHA; and

WHEREAS, counties in Wisconsin pursuant to § 59.01, Wis. Stats. and municipalities in Wisconsin pursuant to § 66.0301, Wis. Stats. have the necessary authority to enter into agreements of the type herein contemplated;

NOW THEREFORE, upon the consideration of the mutual promises contained herein, it is agreed between County and Municipality as follows:

SECTION 1 – PURPOSE

- A. The purpose of this Cooperation Agreement is to establish the mutual desire to cooperate to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities, by means of submitting a Consolidated Plan and Annual Action Plan for both HUD Community Development Block Grant Funds (CDBG Funds) as an Urban County for Federal Fiscal Years 2023, 2024, and 2025 appropriation and from any program income generated from the expenditure of such funds, and HUD HOME funds as a HOME Consortium for Federal Fiscal Years 2023, 2024, and 2025 appropriation and from any program income generated from the expenditure of such funds.
- B. Nothing contained in this Cooperation Agreement shall deprive any municipality of any power of zoning, development control or other lawful authority that it presently possesses.

SECTION 2 – CONSIDERATION

- A. For purposes of the CDBG Program, Municipality, by the execution of this Cooperation Agreement, agrees to have its population, its number of impoverished residents, its extent of housing over-crowding and its age of housing, all as defined in the Act, included in the formula allocation set forth in the Act for the purpose of determining the allocation of funds to the County as an Urban County, as defined in the Act, as amended. The County agrees to include the Municipality as part of its annual Final Statement of Community Development Objectives and Projected Use of Funds, to be submitted to HUD under the terms and conditions of the Act. In addition, Municipality agrees to comply with this Cooperation Agreement which enables its residents to apply for HOME funds.
- B. All funds will be used within Waukesha County for CDBG Funds and the HOME Consortium counties with respect to the HUD HOME funds. County agrees to include Municipality as part of its Annual Action Plan to be submitted to HUD under the terms and conditions of The Act and NAHA.

SECTION 3– FUNDING

- A. The CDBG Program shall be governed by a board of directors (hereinafter “CDBG Board”). The CDBG Board holds an annual grant application process every spring for potential subgrantees, which include nonprofit organizations and municipalities. CDBG funds are used for a variety of public services programs that address issues such as: homeless prevention and shelter, food and nutrition, medical care, domestic abuse, parenting, mental health, and transportation for low and moderate income people. Funds are also used for affordable housing, public facilities and improvements, and economic development.
- B. The County will undertake activities that will address priority needs and objectives established as adopted by the CDBG Board.
- C. The HOME Consortium shall be governed by a board of directors (hereinafter “HOME Board”). The HOME Board, by mutual agreement, shall establish “core” programs, which shall serve to benefit residents of each participating municipality and county equally. The annual distribution of “core” project funding shall continue until all allocated funds on a first come first serve basis are fully committed to eligible households.
 - a. Core programs may include, but are not limited to:
Downpayment / Closing Cost, Housing Rehabilitation, Homebuyer Counseling, Rental Rehabilitation, Rental Assistance, Purchase / Rehab or Housing Development.
 - b. HOME regulations require that 15% of HOME funds received on an annual basis must be set-aside and utilized for HOME programs using a HUD eligible Community Development Organization (CHDO), who will either own, develop, manage or sponsor a housing project.
- D. The HOME Board shall determine the allocation of HOME funds within the HUD regulation limits for program administration to Waukesha County, as the lead agent (PJ), not to exceed 10% of the annual grant.
- E. HOME regulations require that match funds or credit shall be provided at \$0.25 for every dollar spent as part of HOME programming. This match is generally provided through pledged commitments by developers of affordable housing projects. If a match cannot be

provided through development projects, it shall be the responsibility of the HOME Consortium, as a whole, to provide match funds.

- F. No participating municipality / county will need to provide any funds for the administration / operation of the HOME Program.

SECTION 4 – ACTIVITIES

- A. Municipality and County agree to undertake all actions necessary to assure compliance with County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. In addition, Municipality and County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws. In addition, Municipality is subject to the same requirements applicable to subrecipients, pursuant to 24 CFR § 570.501(b), including the requirement of a written agreement as set forth in 24 CFR § 570.503.
- B. Noncompliance by Municipality with any of the provisions above may constitute noncompliance by County which may provide cause for funding sanctions or other remedial actions by HUD.
- C. Municipality shall establish and maintain appropriate record keeping and reporting of any retained program income and make such available in order to meet the monitoring and reporting responsibilities to the U.S. Department of Housing and Urban Development.
- D. Municipality shall cooperate to undertake, or assist in undertaking, community renewal, lower-income housing assistance activities, and other eligible HOME Program activities in compliance with the regulations at 24 CFR Part 92.
- E. Municipality shall take affirmative action to further fair housing in its jurisdiction. Such actions may include planning, education and outreach, and enforcement components.
- F. CDBG Funds and HOME Consortium funding are prohibited for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes County's actions to comply with its fair housing certification.
- G. Municipality shall select at least two (2) action items from the list below to affirmatively further fair housing for the duration of this Agreement. Items listed are from the 2020—

2024 Regional Analysis of Impediments to Fair Housing. Municipality shall keep records documenting actions taken to affirmatively further fair housing and provide an annual report to County of such actions within 15 days of the end of the calendar year.

Municipality shall obtain updated versions of the Regional Analysis of Impediments to Fair Housing when they are published every five years and select action items from the current document.

a. Impediment #3: Restrictive local land use regulations and other ordinances

1. In municipalities served by sewer service, allow for the development of new single-family and two-family homes on lots of 10,000 square feet or smaller.
2. Allow for home sizes less than 1,200 square feet.
3. In municipalities served by sewer service, allow for the development of multi-family housing at a density of at least 10 units per acre.
4. To support higher density residential development, expand sanitary sewer services consistent with adopted Regional Sewer Service Plans.
5. Amend design regulations to promote flexibility in development and construction costs.
6. Communities with sewer service should designate recommended Mixed Use areas on local land use plan mapping and provide for multi-family housing within Mixed Use zoning categories to increase supply of multi-family housing.
7. Adopt inclusionary zoning provisions, such as higher density allowances and a waiver or modification of other development standards where certain set-asides are made for affordable housing for moderate and low-income families.
8. Adopt flexible zoning regulations such as Planned Unit Development and Traditional Neighborhood Development to permit higher densities and a mix of housing types.

b. Impediment #4: Restrictive zoning regulations for group homes and community living facilities

1. Review community living arrangements / group home sections of zoning ordinances to determine if the regulations limit development of these facilities and make appropriate changes.
2. Consider amending local ordinances to allow community living arrangements to be located less than 2500' feet from another such facility.

c. Impediment #5: Prevalent "fear of others" exists among residents, including NIMBYism (Not In My Back Yard)

1. Develop a diversity awareness curriculum for staff, and fair housing training for key staff.
2. Provide training programs for local leaders, elected officials and general public on the benefits of population and housing diversity.

d. Impediment #6: Strong Jobs-Housing-Transit Mismatch

1. Encourage development of new affordable and/or mixed income housing near job centers in communities throughout the Collaborative region.
2. Facilitate affordable and workforce housing development near existing and planned transportation facilities.
3. Provide incentives for affordable housing development, such as density bonuses and fee waivers, to spur development.
4. Educate elected officials and local leaders of communities in the Collaborative region about the need for affordable and workforce housing to ensure continued economic growth.
5. Designate areas suitable for mixed use development on local land use plan maps. Areas near job centers should be prioritized to

provide for a variety of housing types and opportunities to live and work within the same area.

e. Impediment #7: Lack of fair housing enforcement and guidance

1. Develop fair housing ordinance to affirmatively state desire to provide equal access to housing. A fair housing ordinance typically includes: a. A definition of the protected classes b. Types of real estate transactions that are subject to the ordinance c. Identification of the entity responsible for receiving fair housing complaints.
2. Support fair housing enforcement. Consider financially supporting agencies that further fair housing efforts. Host fair housing training in your community. Create and distribute materials on fair housing to landlords and Realtors.

f. Impediment #8: Lack of accessible housing for persons with disabilities

1. Prioritize public funding for housing developments that address the needs of people with disabilities or the elderly.
2. Adopt or promote construction design concepts such as universal design (UD) and Visit-ability standards and features in all new housing, including consideration of providing density bonuses or other incentives to encourage such housing.

g. Impediment #9: Gap in homeownership by racial and ethnic minorities compared to white households

1. Create or support the creation of training/counseling programs to encourage current renters to become homeowners to increase the number of minority households in the region who are homeowners.

H. Municipality, as a cooperating unit of general local government, attests that it has adopted and is enforcing:

- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

SECTION 5 – CDBG PROGRAM ADMINISTRATION

- A. Municipality shall undertake all necessary actions, as determined by County and authorized by State and local laws, to carry out a community development program and the approved Consolidated Plan and meet all other requirements of the CDBG Program and other applicable Federal laws.
- B. If the Waukesha County Urban County Community Development Program is, at some future date, closed out, or if the status of the Municipality’s participation in the Waukesha County Urban County Community Development Program changes, any program income retained by the Municipality, or received subsequent to the close-out or change in status, shall be paid to the County.
- C. If the Municipality utilizes, in whole or in part, CDBG Funds covered by this Cooperation Agreement to acquire or improve real property which is or will be within the control of Municipality, then the following standards shall apply:
 - a. Municipality will notify the County of any modification or change in the use of the real property from that planned at the time of the acquisition or improvement, including disposition; and,
 - b. Municipality will, if acquired or improved property is sold or transferred for a use which is not an eligible CDBG activity, reimburse County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds); and,
 - c. Program income generated from the disposition or transfer of property acquired or improved in whole or in part with CDBG Funds prior to or subsequent to the close-out, change of status, or termination of this Agreement shall be treated under the provisions of this Cooperation Agreement concerning program income.

SECTION 6– HOME PROGRAM ADMINISTRATION

A. DEFINITIONS

- a. “Member” means a unit of local government or a county representing townships which signs this Agreement or a substantially similar agreement, and therefore is a member of the HOME Consortium organized to carry out eligible activities under the HOME Program.
- b. “Representative Member” means the unit of local government which acts as a representative of all Members for the purposes of this Agreement. The Representative Member shall assume responsibility for ensuring that the Consortium’s HOME Program is carried out in compliance with the requirements of 24 CFR Part 92 and 01 , the requirements of 24 CFR § 92.350 (a) (5) , and the requirements of the Consolidated Housing and Community Development Plan.
- c. Waukesha County shall be the Representative Member and shall carry out all necessary overall responsibilities for the HOME Consortium, with the cooperation of all Members, consistent with the HOME Program regulations. Waukesha County may elect with the approval of the HOME Board through a Request for Proposal designate a portion of Administration funds to another entity to administer specific HOME programs.
- d. Each Member shall submit in a timely manner to the Representative Member all information necessary for participation in the HOME Consortium. This includes, but is not limited to, all information necessary for the Consolidated Plan, the program description and certifications (24 CFR § 92.150), written agreements executed with subrecipients, and performance reports.
- e. Each Member of the HOME Consortium shall start the HOME Program years on January 1st of each qualified year.
- f. Each participating county shall have not less than a three person representation on the HOME Board appointed by the county executive or county board chairman. Each participating county may also designate one alternative member. Representative Member, as the lead agent, with the approval of the HOME Board, is authorized to amend the HOME Consortium Agreement on behalf of the entire HOME Consortium to add new members to the HOME Consortium.

SECTION 7 – RESTRICTIONS

- A. Neither County nor Municipality shall have a veto or other restrictive power which would in any way limit the cooperation of the Parties to this Agreement or obstruct the

implementation of the approved Consolidated Plan during the period covered by this Agreement.

- B. Municipality may not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the COUNTY's CDBG Program under this Agreement.
- C. Municipality may not sell, trade, or otherwise transfer all or any portion of its CDBG Funds to another metropolitan city, urban county, unit of local government, or Indian tribe, or insular area that directly or indirectly receives CDBG Funds in exchange for any other funds, credit or non-Federal considerations, but must use such funds for activities eligible under Title I of The Act pursuant to the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.
- D. Municipality may not receive an individual formula allocation under the HOME Program except through the HOME Consortium created by this Agreement, regardless of whether Consortium receives a HOME formula allocation in a particular year.
- E. Municipality may not apply for grants from appropriations under the State HOME Program for fiscal years during the period in which it participates in the HOME Consortium Program under this Agreement.

SECTION 8 – DURATION OF THIS AGREEMENT

- A. The term of this Agreement commences the date of execution and is in force for Federal fiscal years 2023, 2024 and 2025 and for such additional time as may be required for the expenditure of program income received and of funds granted through The Act and NAHA to County for such period, as defined by HUD regulations and included within HUD Notice CPD 05-01. Municipality shall not have the opportunity to terminate or withdraw from this Agreement during the period that this Agreement is in effect. This Agreement shall be in effect until the CDBG and HOME funds and program income received with respect to activities carried out during Federal fiscal years 2023, 2024 and 2025 are expended and the funded activities completed.
- B. This Agreement, in accordance with Federal regulations, provides for an automatic renewal for each successive three-year qualification period provided that the County notifies each participating unit of general local government in writing of its right not to participate for the successive three-year qualification period by the date specified in HUD's urban county qualification notice for the next qualification period. A Municipality electing to opt-out of a successive qualification period must notify the County in writing.

C. Municipality and County agree to adopt any amendment to this Agreement incorporating the changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period. Failure to adopt, execute and submit amendment requirements will void the automatic renewal provision for such qualification period.

This Agreement is executed by the respective Parties as Members of a HOME Consortium partnership. In so doing, all existing municipalities and governing bodies are agreeing to participate under the terms of the HOME Consortium partnership with any other municipality or governing body which has joined or subsequently joins the partnership.

The terms and provisions of this Agreement are fully authorized under state and local law and that this Agreement provides full legal authority for the signatory parties to undertake or assist in undertaking CDBG Entitlement Program and HOME Program Consortium activities.

County and Municipality have authorized this Agreement and attest that this Agreement is executed by the chief executive officer of each entity.

By: _____
Print Name _____
Title _____

Date: _____

By: _____
Print Name _____
Title _____

Date: _____

By: _____
Print Name _____
Title _____

Date: _____

By: _____

Date: _____

Print Name _____

Title _____



Waukesha County
Department of Parks and Land Use

August 3, 2022

RE: Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME)

Dear Mr. Green:

Your community is a current valued participant in the Community Development Block Grant (CDBG) program and the HOME Consortium, through participation in the Waukesha County, Urban County HUD designation. Your participation in the HOME and CDBG programs helps to make the funds available to low- and moderate-income homebuyers, homeowners, nonprofit agencies, affordable housing developers, local businesses, and your own municipality. Waukesha County, acting as the lead agent for all of the participating municipalities and counties, has qualified for Community Development Block Grant (CDBG) funding since 1990 and HOME Investment Partnership Program (HOME) funding since 1998 from the U.S. Department of Housing and Urban Development (HUD).

The U.S. Department of Housing and Urban Development very recently notified Waukesha County that, as the grantee, we are required to execute a cooperation agreement with your town. Previously Waukesha County has had cooperation agreements with all the cities and villages in the County, but the towns participated in the programs through approval of the County.

The cooperation agreement, along with some information about how the residents of Waukesha County have benefited from your community's involvement with HOME and CDBG, is included. Please have an item on your next town board agenda for approval to participate in the Urban County and HOME Consortium and sign the cooperation agreement and email it back to Waukesha County by **August 18, 2022**. Please mail the original as well, but in the interest of time, we need at least an emailed version.

We apologize for this extremely short time period. Should you be unable to execute the agreement before August 18th, your community will not be considered a participant in the CDBG program for FY2023. Residents of your town will not be eligible for any CDBG funded services (see attached list of current projects and programs funded with CDBG).

You will be contacted by someone in the Department of Parks and Land Use on Thursday, August 4th for more information. If you have any questions after that contact related to the HOME or CDBG program, please contact Ms. Kristin Silva, Community Development Manager, at (262) 896-3370, or ksilva@waukeshacounty.gov. Please email the signed cooperation agreement to Kristin Silva.

Sincerely,

Dale R. Shaver
Director, Department of Parks and Land Use

Community Development

515 W. Moreland Blvd., AC320 • Waukesha, Wisconsin 53188-3878

Phone: (262) 548-7920 • Fax: (262) 896-8510 • www.waukeshacounty.gov/communitydevelopment

Plan Commission Report for August 2, 2022

229 Lynndale Road, LLC Certified Survey Map Agenda Item No. 5. B. 1.

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

Report

The applicant is requesting approval of a Certified Survey Map (CSM) to split an existing 19.888 acre parcel of land into two Lots (Lot 1, 7.385 acres and Lot 2, 11.326 acres) and an Outlot. Lot 1 (westerly lot) would contain the existing Cassandra's Motorsports business. Lot 2 (easterly lot) would be for the proposed Lake Country Toy Box development. The outlot would be for the stormwater management facility that serves both lots. Each lot meets the frontage and size requirements of the M-1 zoning district. Access to Lot 2 would be via a shared driveway off of CTH JK. Waukesha County Public Works Department has approved the use of a shared driveway to both lots without any improvements to the entrance. The Town requires shared driveways to have a driveway agreement recorded with the CSM. The draft driveway agreement has been provided to staff for review. Wetlands located in the southeast portion of Lot 2 have been delineated by Heartland Ecological Group and shown on the CSM. Both lots would be served by on-site holding tanks.

The surveyor has addressed all technical comments identified in my review of the CSM. The CSM has to be reviewed by Waukesha County Planning Division. The City of Pewaukee has waived their extra-territorial plat review right. No comments have been received from the County as of the date of this report.

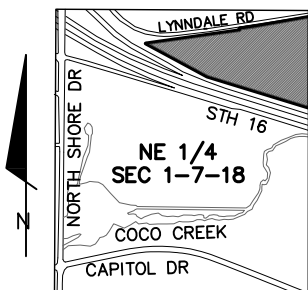
Staff Recommendation:

I recommend approval of the Certified Survey Map as presented at this meeting subject to incorporation of any and all Waukesha County review comments and subject to submission and approval (by the Town Engineer and Administrator) of a shared driveway agreement prior to execution of the CSM by Town officials.

Tim Barbeau, Town Engineer
July 28, 2022

CERTIFIED SURVEY MAP NO. _____

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



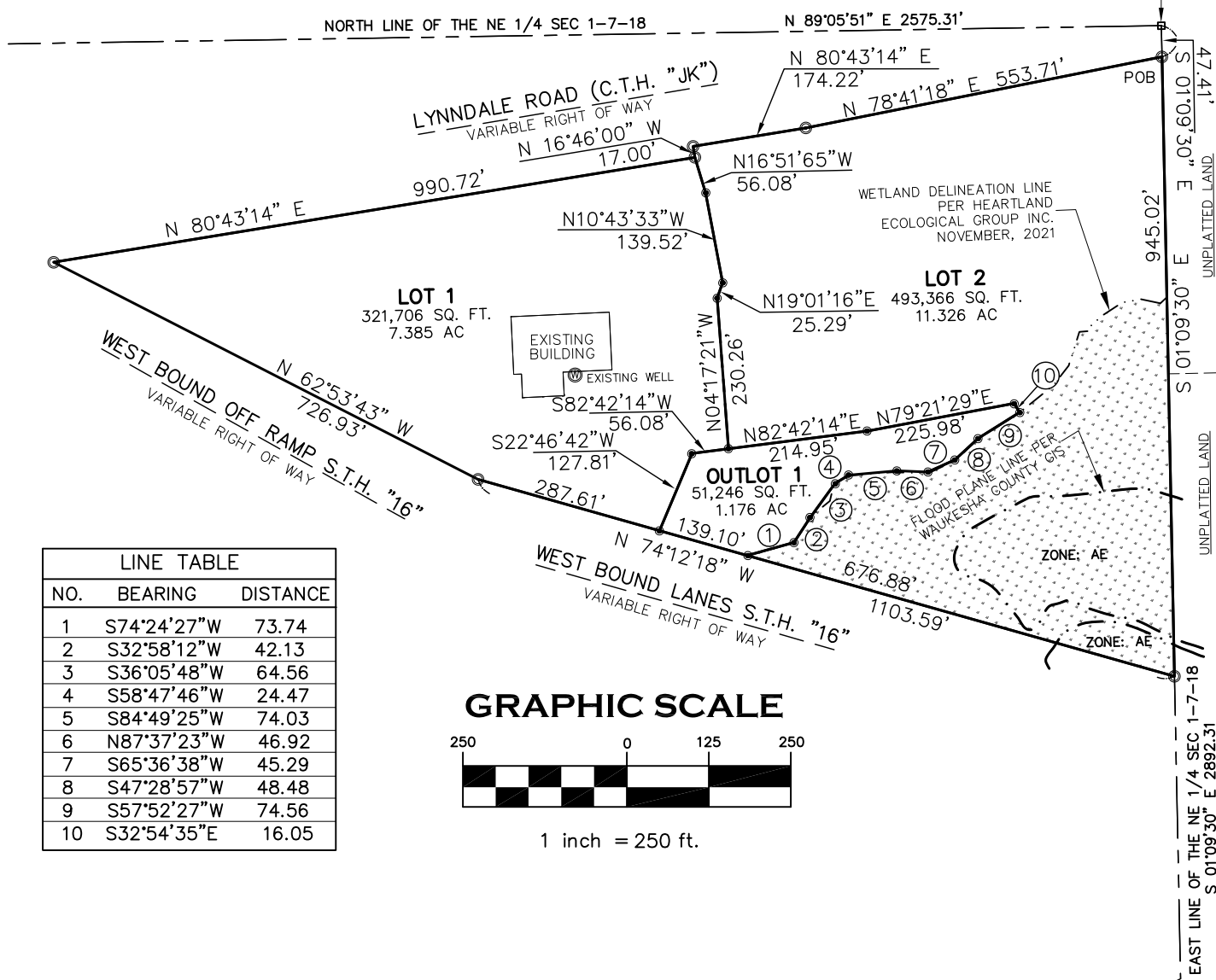
LOCATION MAP
NE 1/4 SECTION 1-7-18 &
SCALE 1"=2000'

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

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

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

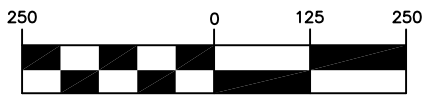
PREPARED FOR:
229 LYNNDALE ROAD LLC
1422 PEARL ST.
WAUKESHA, WI 53186



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

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

GRAPHIC SCALE



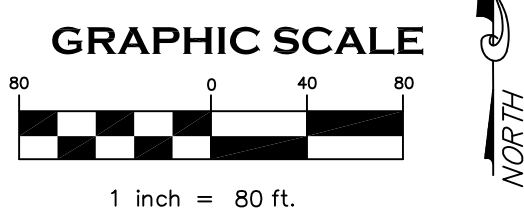
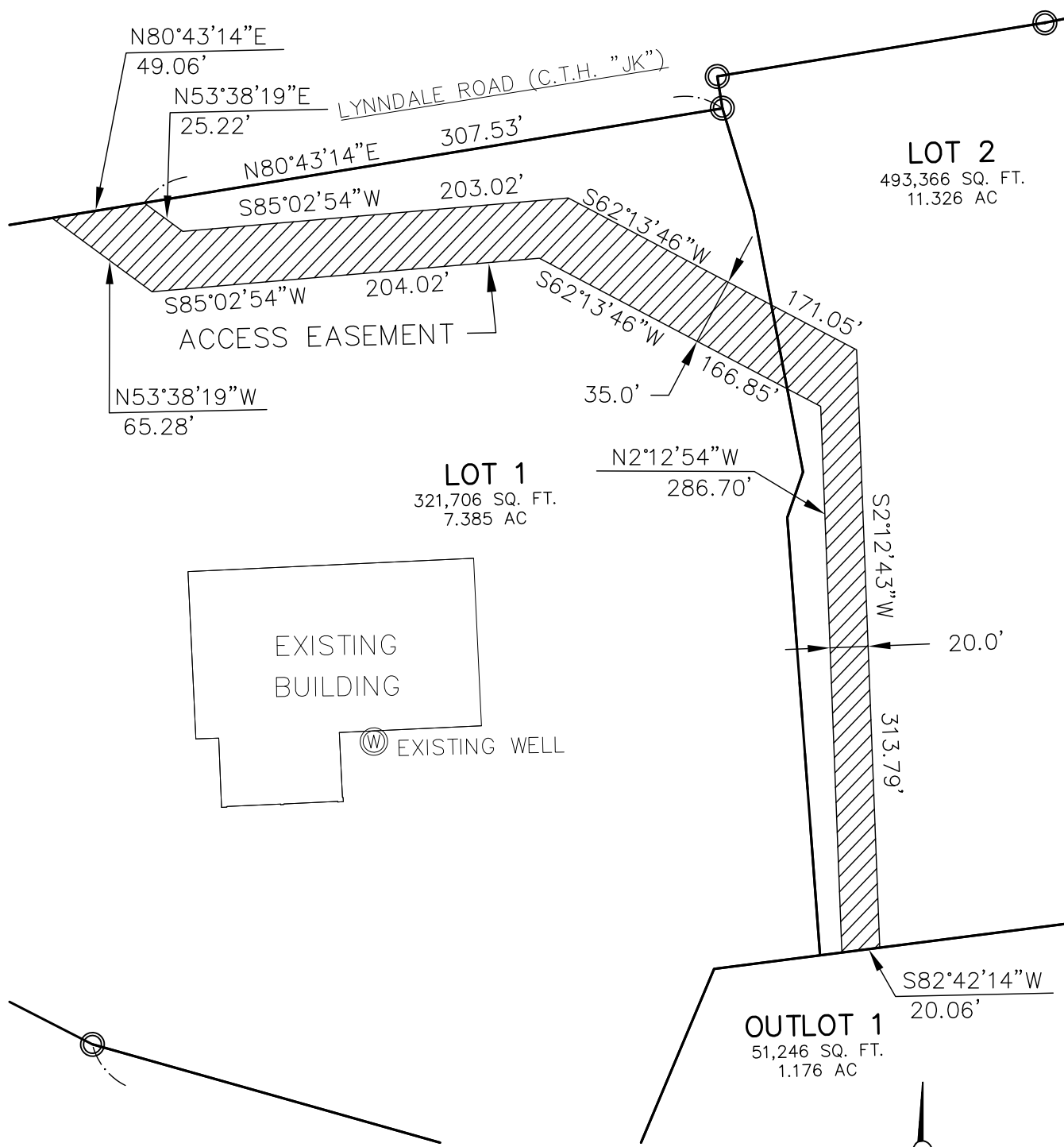
1 inch = 250 ft.

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

CERTIFIED SURVEY MAP NO. _____

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

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



CERTIFIED SURVEY MAP NO. _____

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

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

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

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

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

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

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

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

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

DATED THIS _____ DAY OF _____, 2022.

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

CERTIFIED SURVEY MAP NO. _____

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

CORPORATE OWNER'S CERTIFICATE

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

DATED THIS _____ DAY OF _____, 2022.

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

STATE OF WISCONSIN) SS
WAUKESHA COUNTY)

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

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES _____

CERTIFIED SURVEY MAP NO. _____

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

TOWN PLAN COMMISSION APPROVAL

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

KEVIN FITZGERALD-CHAIRMAN

DAN GREEN-CLERK

TOWN PLAN BOARD APPROVAL

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

RON TROY-CHAIRMAN

DAN GREEN-CLERK

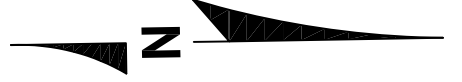
WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE

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

DALE R. SHAVER-DIRECTOR

PROJECT BENCHMARK
EL = 905.64

engineering
civil design and consulting
9205 W. Center Street
Suite 214 WI 53222
P.O. Box 5
P.H. (414) 443-1312
www.dj-engineering.com

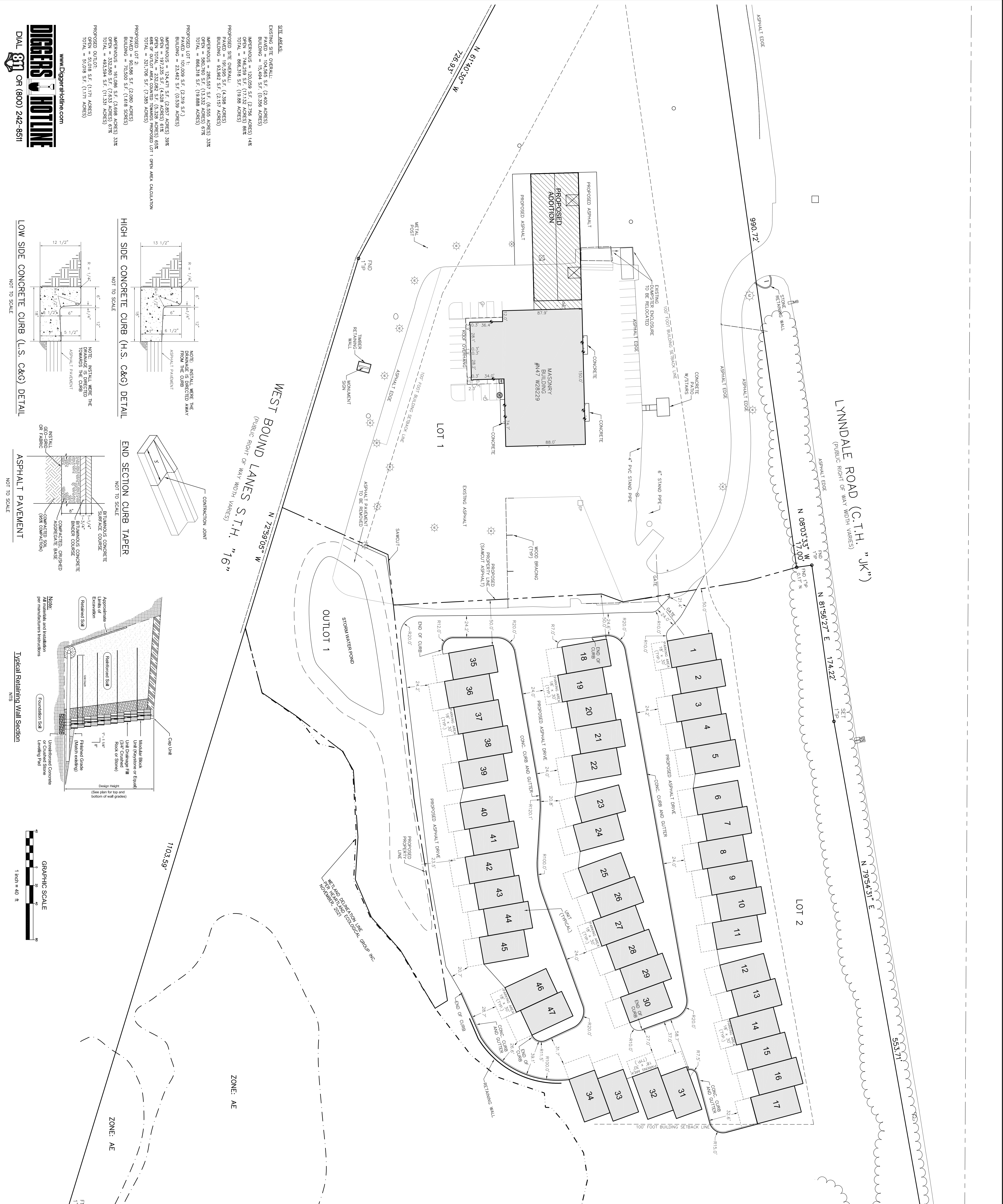


TOY BOX - LYNNDALE ROAD

TOWN OF DELAFIELD, WISCONSIN

CUE NO.: CUE2168R1
JUNE 14, 2022

SITE PLAN C1.0



SITE AREAS:

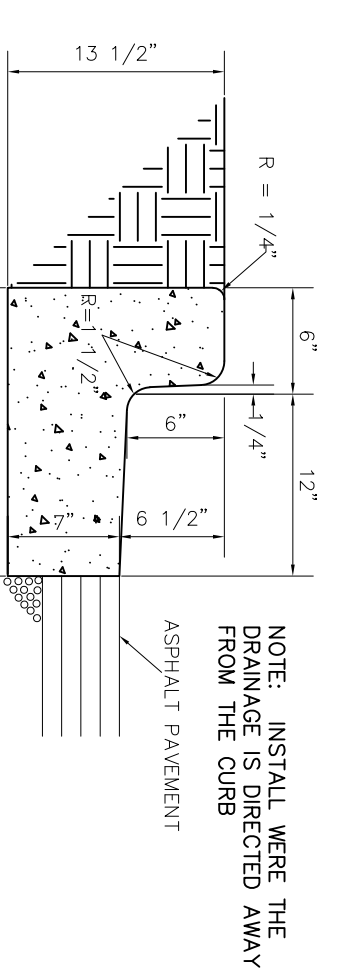
EXISTING SITE OVERALL:
PAVED = 104,565 S.F. (2,400 ACRES)
BUILDING = 24,980 S.F. (0.569 ACRES)
OPEN = 2,232,832 S.F. (51.12 ACRES) 98%

PROPOSED SITE OVERALL:
PAVED = 191,595 S.F. (4,398 ACRES)
BUILDING = 25,982 S.F. (0.597 ACRES)
OPEN = 2,232,832 S.F. (51.12 ACRES) 95%

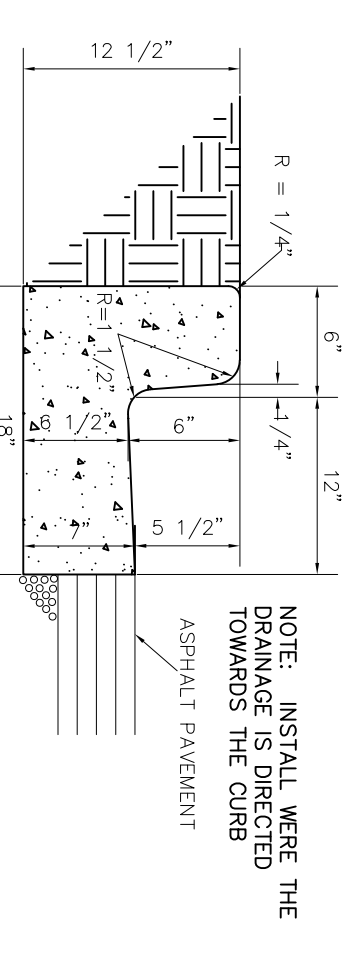
PROPOSED LOT 1:
PAVED = 101,009 S.F. (2,319 S.F.)
BUILDING = 25,982 S.F. (0.597 ACRES) 33%
TOTAL = 866,318 S.F. (19.888 ACRES) 97%

PROPOSED LOT 2:
PAVED = 90,586 S.F. (2,089 ACRES)
BUILDING = 18,106 S.F. (0.414 ACRES) 33%
TOTAL = 429,524 S.F. (9.753 ACRES) 97%

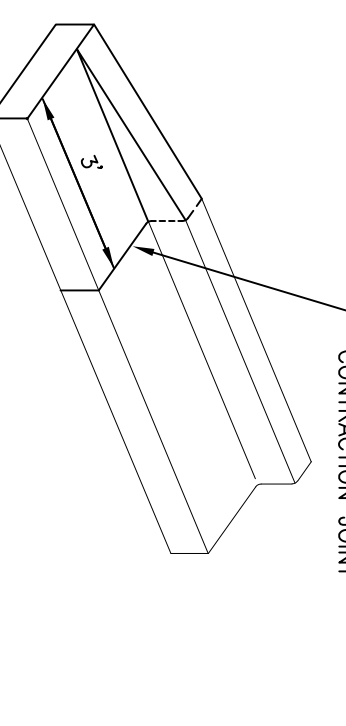
PROPOSED OUTLOT:
OPEN = 51,018 S.F. (1,171 ACRES)
TOTAL = 51,018 S.F. (1,171 ACRES)



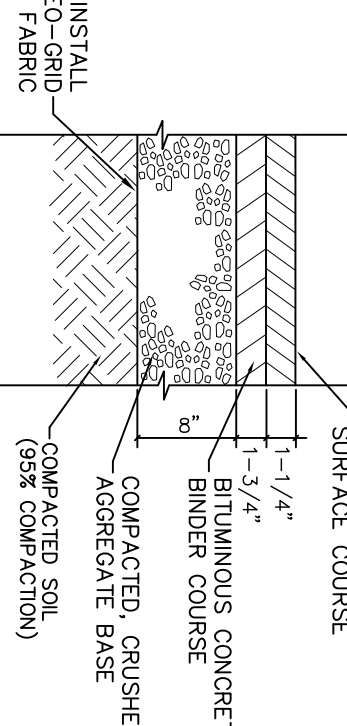
HIGH SIDE CONCRETE CURB (H.S. C&G) DETAIL
NOT TO SCALE



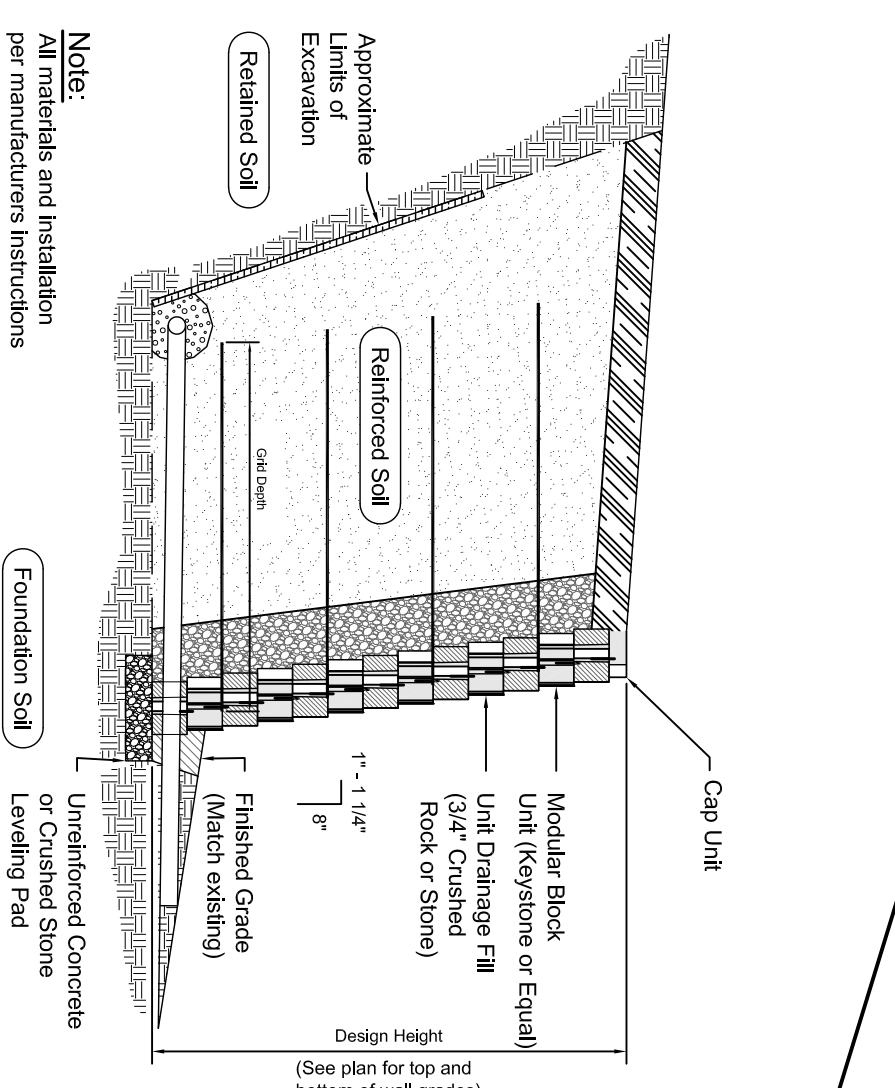
LOW SIDE CONCRETE CURB (L.S. C&G) DETAIL
NOT TO SCALE



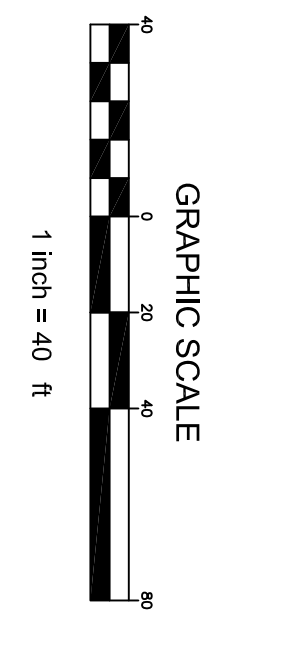
END SECTION CURB TAPER
NOT TO SCALE



ASPHALT PAVEMENT
NOT TO SCALE



Typical Retaining Wall Section
NTS



GRAPHIC SCALE
1 inch = 40 ft.

Document Number

Document Title

**TOWN OF DELAFIELD
CONDITIONAL USE AMENDMENT**

**CASSANDRA CASTRO & THOMAS BEAUDRY
DOING BUSINESS AS:**

CASSANDRA'S MOTORSPORTS, LLC

**N47 W28229 LYNNDAL ROAD
WAUKESHA COUNTY, WISCONSIN**

WHEREAS, Cassandra Castro and Thomas Beaudry, (Petitioner) doing business as Cassandra's Motorsports, LLC, property owner, have petitioned the Town of Delafield to grant a Conditional Use Amendment under Section 17.05 5 K. Legal Nonconforming Conditional Uses to allow for the expansion of the showroom at their existing facility, N47 W28229 Lynndale Road and a change in the property boundaries, and

Recording Area

Name and Return Address

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

DELT 0721-999

Parcel Identification Number (PIN)

WHEREAS, the legal description for the subject property is:

Lot 1 of CSM _____, recorded as Document No. _____, Waukesha County Register of Deeds and dated _____.

WHEREAS, the land is currently zoned M-1, Industrial District, and

WHEREAS, the M-1 district requires that all vehicles (other than employee and visitor parking), when not in use shall be stored inside except where it is demonstrated that such storage can be adequately shielded from view by a planting screen or decorative fencing, and

WHEREAS, there is no planting screen or decorative fencing that shields the vehicles stored outside from view, resulting in a legal nonconforming use, and

WHEREAS, the Town removed the "Other Uses" category from the Conditional Use section of the code in Ordinance No. 2019-06 adopted on December 10, 2019, and

WHEREAS, the applicants have requested approval for an amendment to their Conditional Use Permit for an expansion of the showroom and a change in the property boundaries, and

WHEREAS, a public hearing was held on August 2, 2022, to hear all parties regarding this matter, and

WHEREAS, the Town of Delafield Plan Commission has given the matter due consideration, and the Town Board has based its determination on the effect of granting a Conditional Use permit on the health, general welfare, safety and economic prosperity of the Town and specifically of the immediate neighborhood in which said use is located, and has given due consideration as to the effect of the Conditional Use on the established character and quality of the area, the rights of the adjoining owners, the overall appearance, the landscaping, the type of construction, the movement of traffic, parking, the demand for related services, the possible hazardous, harmful, noxious, offensive or nuisance effect on the neighborhood as a result of noise, dust, smoke, odor or other similar factors, and has determined that a Conditional Use would be appropriate provided that the Conditional Use is operated pursuant to the following conditions and in strict compliance with the same.

FINDINGS OF FACT¹

1. The statements made in the preamble, above, are incorporated herein by reference, and constitute findings of the Town Board.
2. The Town Board finds that the Petitioner has shown by substantial evidence that all standards of the Zoning Ordinance related to the proposed use will be met, and substantial evidence to the contrary has not been provided.
3. In particular, the Town Board finds that the proposed use will not be adverse to public health, safety or welfare, upon substantial evidence that the use will be consistent with the existing Conditional Use Permit. No substantial evidence was provided to the contrary.
4. The Town Board finds that the proposed use is consistent with the spirit or intent of the code chapter related to conditional uses and that no substantial evidence to the contrary was provided.
5. The Town Board finds that the proposed use is not otherwise detrimental to the community and particularly the surrounding neighborhood, upon substantial evidence submitted by the Petitioner. No substantial evidence was presented to the contrary.

CONCLUSIONS OF LAW²

1. The existing Conditional Use Permit allows for the use of the subject property for sales, lease, service and outside display of new or pre-owned vehicles, watercraft, and a body shop, without a planting screen or fence to shield the outdoor display of vehicles. The existing Conditional Use Permit allows amendments to the Conditional Use Permit for any change, alteration or addition to the use or premises.

¹To the extent that findings of fact shown herein represent conclusions of law, these shall be deemed to be conclusions of law. To the extent that conclusions of law shown herein represent findings of fact, these shall be deemed to be findings of fact. The heading under which the statements are made shall not be controlling.

²See footnote 1.

2. The Petitioner has demonstrated by substantial evidence that the standards of the ordinance will be met, and no substantial evidence was provided to the contrary.
3. The Town Engineer has proposed numerous conditions upon the use and the Town Board determines that the conditions are reasonable, and are based upon substantial evidence, and the Petitioner has demonstrated that the Petitioner will comply with the conditions required by the Town Engineer and this Conditional Use Order.
4. The Petitioner has agreed to meet all requirements and conditions in this Conditional Use Permit.

THEREFORE, IT IS ORDERED AS FOLLOWS:

Commencing upon the date hereof, a Conditional Use permit for the subject premises is hereby granted. The Conditional Use permit herein shall apply only to use of the premises as described above and the Conditional Use permit shall continue in existence only so long as the Conditional Use is operated in compliance with this permit. This Conditional Use permit is subject to initial and continued compliance with each and every one of the following conditions, restrictions, and limitations.

- A. All conditions of the Conditional Use Permit recorded as Document 4652257 in the Waukesha County Register of Deeds on February 17, 2022 shall remain in place and be adhered to.
- B. The Petitioner shall be allowed to expand the showroom of the facility by 7,976 square feet in accordance with the engineering, landscape and architectural plans dated July 12, 2022 prepared by CJ Engineering, InSite Landscape Design and Galbraith, Carnahan Architects, respectively.
- C. Use of the showroom shall be for new or pre-owned vehicles and watercraft.
- D. The premises shall be modified to be Lot 1 of CSM _____, recorded as Document No. _____, Waukesha County Register of Deeds and dated _____.

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

Approved this _____ day of _____, 2022.

TOWN OF DELAFIELD

Ronald A. Troy, Town Chair

Daniel Green, Town Clerk

APPROVAL

We hereby accept the terms of this Conditional Use in their entirety.

Dated this ____ day of _____, 2022.

Cassandra Castro, Cassandra's Motorsports, LLC

Thomas Beaudry, Cassandra's Motorsports, LLC

This document drafted by Timothy G. Barbeau, P.E., P.L.S. (7/28/22)(8/16/22)

H:\1211610\Doc\Conditional Use Permit Amendment 220728.docx

Town of Delafield, WI
Decision Worksheet
Legal Nonconforming Conditional Use Amendment
Cassandra's Motorsports
7/28/22

The State of Wisconsin has preempted municipal authority regarding conditional use permits in a number of respects, effective November 29, 2017. Decisions concerning conditional use permits now must be based upon "substantial evidence," which is defined as follows:

"Substantial evidence" means facts and information, other than merely personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a conditional use permit and that reasonable persons would accept in support of a conclusion."

Note two additional requirements of the new laws:

- Any condition imposed must relate to the purpose of the ordinance and be based on substantial evidence. In addition, conditions must be reasonable and to the extent practicable, measurable.
- If an applicant for a conditional use permit meets or agrees to meet all requirements and conditions specified in the ordinance, or those imposed by the Town of Delafield, the conditional use permit must be granted.

This decision sheet is provided as a tool to work through the decision-making process in light of the new statutory requirements and applicable Town of Delafield ordinances. As this is one of the first times the Town of Delafield has operated under the new conditional use laws, we will reserve the ability to proceed differently than outlined in this decision sheet if we find it is appropriate to do so.

	A Is Condition/ Requirement Applicable? (See explanation at end of table)	B Has Applicant Provided Substantial Evidence? (See explanation at end of table)	C Has Substantial Evidence to the Contrary Been Provided? (See explanation at end of table)	D Is Condition/ Requirement Met? (See explanation at end of table)
Specific Conditional Use Amendment Conditions per Town staff				
a.	Yes No	Yes No	Yes No	Yes No
Substantial Evidence:				
b. Must adhere to all site, site grading, landscape and architectural plans dated 7/12/2022.	Yes No	Yes No	Yes No	Yes No
Substantial Evidence: Owner agrees to implement approved plans.				
c. Types of vehicles allowed to displayed in showroom, for sale shall be exotic and classic new or pre-owned vehicles and watercraft. Vehicles and watercraft are defined in the conditional use document.	Yes No	Yes No	Yes No	Yes No
Substantial Evidence: Use of the showroom is similar to what was approved for Cassandra's Motorsports Plan of Operation				
d.	Yes No	Yes No	Yes No	Yes No
Substantial Evidence				
e.	Yes No	Yes No	Yes No	Yes No
Substantial Evidence:				
f.	Yes No	Yes No	Yes No	Yes No
Substantial Evidence:				
g.	Yes No	Yes No	Yes No	Yes No
Substantial Evidence:				

- A:** Is the condition or requirement applicable? Specifically, is it related to the purpose of the ordinance, based on substantial evidence, reasonable, and to the extent practicable, measurable? If the answer is "no", conditions that fail this test must be removed or revised to satisfy the test.
- B:** Does the Town of Delafield find that the applicant has provided substantial evidence to show that the applicant meets or agrees to meet this condition/requirement?
- C:** Has substantial evidence been provided to the contrary, showing that the applicant cannot meet the condition or requirement?
- D:** Does the Town of Delafield find, based upon substantial evidence presented, that the applicant meets or has agreed to meet this condition/requirement?

	A	B	C	D
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Basis of Approval Sec. 17.05 2.	Is Condition/ Requirement Applicable? (See explanation at end of table)	Has Applicant Provided Substantial Evidence? (See explanation at end of table)	Has Substantial Evidence to the Contrary Been Provided? (See explanation at end of table)	Is Condition/ Requirement Met? (See explanation at end of table)				
a. The determination of whether to approve or deny or conditionally approve such conditional use shall be made by the Town Plan Commission, and shall be based on the consideration of whether or not the proposed use will:	<div style="background-color: #cccccc; width: 50px; height: 50px; display: flex; align-items: center; justify-content: center;"> Yes </div>	<div style="background-color: #cccccc; width: 50px; height: 50px; display: flex; align-items: center; justify-content: center;"> Yes </div>	<div style="background-color: #cccccc; width: 50px; height: 50px; display: flex; align-items: center; justify-content: center;"> Yes </div>	<div style="background-color: #cccccc; width: 50px; height: 50px; display: flex; align-items: center; justify-content: center;"> Yes </div>				
1. Violate the spirit or intent of the chapter					No	No	No	No
2. Be contrary to the public health, safety or general welfare.					No	No	No	No
3. Be hazardous, harmful, noxious, offensive or a nuisance by reason of noise, dust, smoke, odor or other similar factors.					No	No	No	No
4. Cause an adverse effect on property values and general desirability of the neighborhood	Substantial Evidence: The Town determined many years ago that an auto dealership was an acceptable business for this property. There was no indication as to the zoning of the property when first approved in 1977. The intent of the M-1 district is for commercial operation that complements the surrounding area and are not detrimental thereto. The site is along STH 16 and has no direct residential neighbors. A successful operation of the business and clean up of the site will improve the desirability of the neighborhood.							
b. Except as may be specifically otherwise provided for by this code, any such use shall conform to any building location, height, area, yards, parking, loading, traffic and highway access regulations of the district in which it is located. The Town Plan Commission may also require compliance with such other conditions as may be deemed necessary by the specific situation.	<div style="background-color: #cccccc; width: 50px; height: 50px; display: flex; align-items: center; justify-content: center;"> Yes </div>	<div style="background-color: #cccccc; width: 50px; height: 50px; display: flex; align-items: center; justify-content: center;"> Yes </div>	<div style="background-color: #cccccc; width: 50px; height: 50px; display: flex; align-items: center; justify-content: center;"> Yes </div>	<div style="background-color: #cccccc; width: 50px; height: 50px; display: flex; align-items: center; justify-content: center;"> Yes </div>				
Substantial Evidence: The existing structure and lot meets all requirements of the zoning ordinance (setbacks, offsets, open space (have 85%, 65% req'd) per Town Engineer's analysis.								

- A:** Is the condition or requirement applicable? Specifically, is it related to the purpose of the ordinance, based on substantial evidence, reasonable, and to the extent practicable, measurable? If the answer is “no”, conditions that fail this test must be removed or revised to satisfy the test.
- B:** Does the Town of Delafield find that the applicant has provided substantial evidence to show that the applicant meets or agrees to meet this condition/requirement?
- C:** Has substantial evidence been provided to the contrary, showing that the applicant cannot meet the condition or requirement?
- D:** Does the Town of Delafield find, based upon substantial evidence presented, that the applicant meets or has agreed to meet this condition/requirement?

Performance Standards – Sec 17.05 4. F.	A Is Condition/ Requirement Applicable? <small>(See explanation at end of table)</small>	B Has Applicant Provided Substantial Evidence? <small>(See explanation at end of table)</small>	C Has Substantial Evidence to the Contrary Been Provided? <small>(See explanation at end of table)</small>	D Is Condition/ Requirement Met? <small>(See explanation at end of table)</small>
1. No operation or activity shall emit any substance or combination of substances in such quantities that create an objectionable odor				
Substantial Evidence: Showroom only				
2. a. All uses involving the manufacturing, utilization, processing, or storage of flammable and explosive materials shall be provided with adequate safety devices against the hazard of fire and explosion and with adequate firefighting and fire suppression equipment and devices as may be required by the Fire Prevention Code. b. All materials that range from active to intense burning shall be manufactured, utilized, processed, and stored only in completely enclosed buildings which have noncombustible exterior walls and an automatic fire extinguishing system. c. The storage of fuels and other materials that produce flammable or explosive vapors shall be permitted only after review and approval by the Town of Delafield Fire Department and in accord with their requirements to minimize fire and explosive hazards.				
Substantial Evidence: No manufacturing in the showroom.				
3. a. No operation or activity shall produce any intense lighting, glare or heat with the source directly visible beyond the boundary of the property line. Operations producing light, glare, or heat shall be conducted within an enclosed building. b. External lighting shall be shielded so that light rays do not adversely affect adjacent uses.	<u>Yes</u> No	<u>Yes</u> No	Yes <u>No</u>	<u>Yes</u> No
Substantial Evidence: All uses will take place inside. No new lighting outside				
4. a. No activity shall locate, store, or permit the discharge of any treated, untreated, or inadequately treated liquid, gaseous, or solid materials of such nature, quantity, obnoxiousness, toxicity or temperature that might runoff, seep, percolate, or wash into surface or subsurface waters so as to contaminate, pollute or harm such waters or cause nuisances such as objectionable shore deposits, floating or submerged debris, oil or scum, color, odor, taste or unsightliness, or be harmful to human, animal, plant, or aquatic life. b. No activity shall withdraw water or discharge any liquid or solid materials so as to exceed or contribute toward exceeding the minimum standards and those other standards and the	<u>Yes</u> No	<u>Yes</u> No	Yes <u>No</u>	<u>Yes</u> No

Performance Standards – Sec 17.05 4. F.	A Is Condition/ Requirement Applicable? (See explanation at end of table)		B Has Applicant Provided Substantial Evidence? (See explanation at end of table)		C Has Substantial Evidence to the Contrary Been Provided? (See explanation at end of table)		D Is Condition/ Requirement Met? (See explanation at end of table)	
application of those standards set forth in Wis. Adm. Code NR 102 or in other applicable Chapters which regulate water quality.								
Substantial Evidence: By nature of the business, there will be no effects on water quality.								
5 No operation or activity shall transmit any noise beyond the boundaries of the property so that it becomes a nuisance.	<u>Yes</u>	No	<u>Yes</u>	No	Yes	<u>No</u>	<u>Yes</u>	No
Substantial Evidence: All showroom use will be indoors.								
No operation or activity shall transmit any physical vibration that is above the vibration perception threshold of an individual at or beyond the property line of the source. Vibration perception threshold means the minimum ground- or structure-borne vibrational motion necessary to cause a reasonable person to be aware of the vibration by such direct means as, but not limited to, sensation by touch or visual observation of moving objects. b. Vibrations not directly under the control of the property user and vibrations from temporary construction or maintenance activities shall be exempt from the above standard.	<u>Yes</u>	No	<u>Yes</u>	No	Yes	<u>No</u>	<u>Yes</u>	No
Substantial Evidence: Showroom use does not cause vibrations. This is not a manufacturing facility.								
7 The Plan Commission reserves the right to require a traffic impact study in order to identify impacts to adjacent properties and roadways and to identify improvements or actions required to minimize or eliminate impacts. No use shall be approved unless the applicant implements the conclusions and recommendations of the study unless otherwise approved by the Plan Commission.	<u>Yes</u>	No	<u>Yes</u>	No	Yes	<u>No</u>	<u>Yes</u>	No
Substantial Evidence: Substantial increase in use is not expected. Showroom is to keep more vehicles inside.								

- A:** Is the condition or requirement applicable? Specifically, is it related to the purpose of the ordinance, based on substantial evidence, reasonable, and to the extent practicable, measurable? If the answer is “no”, conditions that fail this test must be removed or revised to satisfy the test.
- B:** Does the Town of Delafield find that the applicant has provided substantial evidence to show that the applicant meets or agrees to meet this condition/requirement?

C: Has substantial evidence been provided to the contrary, showing that the applicant cannot meet the condition or requirement?

D: Does the Town of Delafield find, based upon substantial evidence presented, that the applicant meets or has agreed to meet this condition/requirement?

Proposed Motions - Plan Commission

A. Motion to Recommend Approval:

I move to recommend to the Town Board Approval of the conditional use amendment for Cassandra's Motorsports, LLC as presented to the Town of Delafield Plan Commission and as agreed to by the applicant.

[include only if applicable:]

- The conditions stated within the conditional use order shall be modified in the manner described in the Town of Delafield's discussion.

B. Motion to Recommend Denial:

I move to recommend to the Town Board Denial of the conditional use amendment as the applicant has failed to show by substantial evidence that the applicant meets or agrees to meet all of the requirements and conditions specified in the Town of Delafield Zoning Ordinance or those imposed by the Town of Delafield, and substantial evidence in the matter supports the decision to deny.

Proposed Motions – Town Board

A. Motion to Approve:

I move to grant the conditional use amendment for Cassandra's Motorsports, LLC as presented by the Town of Delafield Plan Commission and as agreed to by the applicant. The Town of Delafield staff is directed to draft the conditional use order and place it in final form consistent with the Town of Delafield's discussion.

[include only if applicable:]

- The conditions stated within the conditional use order shall be modified in the manner described in the Town of Delafield's discussion.

B. Motion to Deny:

I move to deny the conditional use amendment as the applicant has failed to show by substantial evidence that the applicant meets or agrees to meet all of the requirements and conditions specified in the Town of Delafield Zoning Ordinance or those imposed by the Town of Delafield, and substantial evidence in the matter supports the decision to deny. The Town of Delafield staff is directed to draft a written decision for denial and place it in final form consistent with the Town of Delafield's discussion.



A PERFECT ENVIRONMENT

Residential Recreational Responsible

Chair
Ron Troy
Supervisors
Edward Kranick
Steve Michels
Joe Woelfle
Magalie Miller
Administrator
Dan Green

LIQUOR LICENSE TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT ("Agreement"), is made and entered into by and between the City of Delafield, a municipal corporation ("City") and the Town of Delafield, a municipal corporation ("Town") as of the date this Agreement is fully executed.

WHEREAS, the City has been petitioned by the owners of "Contento" located at 627 Genesee Street in the City of Delafield for a reserve "Class B" combination license; and

WHEREAS, the City and Town are both municipal corporations entitled to issue a predetermined number of allocated "Class B" regular combination licenses and "Class B" reserve combination licenses pursuant to the quota system established by Wis. Stat. 125.51(4); and

WHEREAS, the City has met its quota of allocated "Class B" regular combination licenses and "Class B" reserve combination licenses, and as a result, has no further "Class B" combination licenses available to applicants who petition them; and

WHEREAS, the Town has not yet met its quota of allocated "Class B" regular combination licenses and "Class B" reserve combination licenses; and

WHEREAS, pursuant to Wis. Stat. 125.51(4)(br)1.g. the quota limit for reserve "Class B" Licenses issued by a municipality is increased by the number of licenses transferred to it under Wis. Stat. 125(4)(e); and

WHEREAS, pursuant to Wis. Stat. 125.51(4)(e), a municipality may transfer its allocated "Class B" reserve combination licenses to another municipality under certain conditions, provided that certain distance and pricing restrictions are met; and

WHEREAS, the City is contiguous to the Town; and therefore meets a requirement of Wis. Stat. 125.51(4)(e)(1); and

WHEREAS, the City staff, upon the request and petition by the owners of "Contento" have requested one (1) "Class B" reserve combination license from the Town for use in their regular business operations; and

WHEREAS, The Town wishes to transfer one (1) allocated "Class B" reserve combination license to the City for applicant of "Contento" pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Licenses. The Town agrees to transfer to the City on the terms hereinafter stated, one (1) "Class B" reserve combination license, (hereinafter individually referred to as "License"). The parties agree that the License being transferred by the Town to the City for the aforementioned business purposes, only. The City further acknowledges and agrees that the License will be in excess of its allotted quota as set by Wisconsin Statutes and that all requirements of state law shall apply to issuance of the License. In the event the license is not in use for a continuous period of twelve (12) months, such license shall revert back to the Town.

2. Compensation. The total transfer fee to be paid by the City to the Town for the License is the amount of Twenty-Five Thousand Dollars (\$25,000.00) per License for a total transfer fee of Twenty-Five Thousand Dollars (\$25,000.00) ("Transfer Fee"). The Transfer Fee shall be paid in a form acceptable to the Town and shall be paid immediately upon issuance of License by the City.
3. No Waiver. The failure of either party to enforce, at any time, the provisions of this Agreement shall not constitute a waiver of such provisions in any way, or of the right of the parties to demand strict compliance with the terms of this Agreement. Waiver of any specific provision or requirement of this Agreement shall be in writing signed by both parties. The waiver of any specific provision or requirement of this Agreement shall not constitute a waiver of any other provision or requirement.
4. Indemnification. The City shall indemnify and hold harmless the Town from all liability from claims for damages arising out of the issuance of the Licenses, provided, however, this hold harmless and indemnification clause is subject to the immunities, provisions, and limitations of state law.
5. Severability of Provisions. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and to the extent possible without affecting the intent of the parties, this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.
6. Entire Agreement. This document contains the entire agreement between the Town and the City with respect to the License and it shall inure to the benefit of and shall bind the parties hereto, their respective heirs, executors, successors, or assigns.
7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.
8. Modifications. This Agreement may be amended or modified only by written instrument duly executed by both of the parties hereto.
9. Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as set forth below:

To Town: Town of Delafield W302N1254 Maple Avenue Delafield, Wisconsin, 53018
To City: City of Delafield 501 Genesee Street, Delafield, WI 53018
10. Notice shall be deemed delivered (a) in the case of personal delivery, on the date when personally delivered; or (b) in the case of certified or registered mail, on the date when deposited in the United States mail with sufficient postage to affect such delivery. Either party may change the address to which notice must be given by delivery of written notice to the other party in accordance with this Section.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

13. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

TOWN OF DELAFIELD

CITY OF DELAFIELD

Ron Troy, Chairman

Kent Attwell, Mayor

Date

Date

Daniel Green, Administrator

Tom Haffner, Administrator

Date

Date