



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, SEPTEMBER 13, 2022
5:30 PM
OR IMMEDIATELY FOLLOWING THE BUDGET WORKSHOP
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. August 23, 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)
8. Unfinished 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 code enforcement options for the property located at N13W28907 Silvernail Road.
9. New Business
 - a. Discussion and possible action on the following recommendations from Plan Commission:
 - i. Bill Halquist, Jr. N22 W28656 Louis Avenue, Re: Consideration and possible action on an approval of a Certified Survey Map for a lot combination at N22 W28656 Louis Avenue. (Recommendation was approved by the Plan Commission, 5-0)
 - ii. Robert & Jeanne Dierkes, W303 N2598 Maple Avenue, Consideration and possible action on an approval of a Certified Survey Map for a lot combination at W303 N2598 Maple Avenue. (Recommendation was approved by the Plan Commission, 5-0)
 - b. Discussion and possible action on an application for a Chicken License to Stephen and Lynn Dolan for the property located at N8W33548 Forest Ridge Road.

- c. Discussion and possible action on the adoption of Resolution 22-658, A resolution to adopt the Waukesha County All Hazard Mitigation Plan.

10. Announcements and Planning items

- a. Budget Workshop – Tuesday, September 27, 2022 @ 5:00 PM
- b. Town Board – Tuesday, September 27, 2022 @ 6:30 PM
- c. Plan Commission – Tuesday, October 4, 2022 @ 6:30 PM
- d. Town Board – Tuesday, October 11, 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
AUGUST 23, 2022 @ 6:30 PM

Video Link: <https://www.youtube.com/watch?v=msw9l7t-GT4&t=2147s>

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 Woelfle, Supervisor Michels, and Chairman Troy. Also present were Administrator Dan Green and Engineer Barbeau.

Excused: Supervisor Miller

Fourth order of business: Citizen Comments:

Jim Frett, N19W29056 Golf Ridge N., stated the ordinance for the Thomas Farm is making progress. He had concerns about the asking price for the property, but wanted to see compromise on the 250-unit count, as this is 200% greater density than the neighborhood surrounding it.

Lynn Snyder, W291N4207 Prairie Wind Circle, stated she is a resident of the Prairie Wind subdivision and an original settler of the neighborhood. The neighborhood used to have stop signs at each intersection, but a committee from their subdivision worked with the Town on a traffic study that removed those stop signs. They also narrowed the road to discourage speeders. She stated the new repaving project did not stick with these plans, with a stop sign added and lanes widened. There have been two accidents, one where a car flipped three times. She explained these accidents could have resulted in deaths to residents walking by. She stated she would like to see speed humps put in on Imperial Drive.

Fifth order of business:

- A. Approval of the July 26, 2022, Town Board Minutes

Motion to approve the July 26, 2022, minutes by Supervisor Michels. Seconded by Supervisor Kranick. Motion passes 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 checks #65787-#65807 in the amount of \$38,916.13, and checks #65888-#65907 and checks #65914-#65996 in the amount of \$3,183,430.96 and payrolls dated August 5, 2022, in the amount of \$16,500.50 and August 19, 2022, in the amount of \$17,079.84. Seconded by Supervisor Michels. Motion passed 4-0.

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

- a. Lake Country Fire and Rescue Update

Update given by the Fire Chief Matt Fennig on funding concerns for the Lake Country Fire 2023 Budget. He proposed different approaches including a fire fee. He reviewed what the dollar amounts for a fire fee might

look like over the next five years. A fire fee would be based on actual costs, and would be more beneficial than a referendum, as it is a fixed dollar amount that does not address future needs of the department.

Chairman Troy pointed at the original cost saving projections from 2020, when the Town agreed to join LCFR. She showed the projected costs for 2026 are almost at that amount in the proposed 2023 budget. Chief Fennig explained that the projection was based on a formula that has worked for LCFR for the past 10 years. With record inflation and a collapse in the paid-on call model of staffing, they're concerned about operating at a level of service that can be effective. Chairman Troy stated his concern with the fire fee. It is circumventing the State Statutes whereas you cannot raise taxes without a referendum, and public input. Chief Fennig stated he would be willing to do day or night listening sessions with the neighborhood to solicit feedback.

Supervisor Kranick stated that there seems to be three options, exceeding the levy limit, a referendum, and a fire fee. The fire fee, he considered a tool that the State allows to provide funds to support public safety. He said there are two types of people, those that use the fire service and are willing to pay, and those who will not. He explained he gets concerned when the Chief tells him they are not running at full staff on the weekends. Our mutual aid municipalities are also struggling with staffing.

Supervisor Woelfle questioned what the process is of flexing the fire fee to meet future needs. He questioned how the fire fee is determined to go up or down. Chief Fennig stated that the fire fee would be handled at the Town Board level. It is simply a tool for municipalities to use to fund the LCFR budget. Other municipalities may opt to exceed the levy limit. The fire fee formula would need to be tweaked to ensure larger businesses are paying more than a simple flat fee. He explained that the biggest part of their payroll is full time firefighters and EMS.

Anthony Arbucias, Fire Board member, explained that typically fire departments are funded 80% by tax levy, and 20% self-funded. The Lake Country Fire Department is funded 60% by municipal tax levy, and 40% self-funded. He explained they are looking at other self-funding options, including raising inspection fees. He explained that as you add more full-time staff, you need to have available personnel to cover sick and paid leave for those employees. He estimated the cost of a full-time employee would be \$125,000, including benefits.

Supervisor Michels stated there was no question that the Town wants high service levels. The question was how the service can be funded the appropriate way. He questioned the time the Town had to solicit input from residents. In order to support a fire fee, changes will need to be made to the intermunicipal agreement, and questioned if those changes could be made in time.

Chief Fennig explained that the IMA will need to be amended to reflect the change in CPI time frames that were changed at the State level. He explained that this was brought to the Village of Oconomowoc Lake and their board unanimously supported the increased budget. Supervisor Michels stated he did not think it was prudent to impose a new fee on its residents, until a full review of the budget was made. He urged the board not to support a fee until CPI plus 2% budget was presented. He also stressed the time frame for getting a fire fee implemented, without first getting comments from the Town residents.

Eighth order of Business: Unfinished Business: NONE

Ninth order of Business: 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.

Motion to table "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" by Supervisor Woelfle. Seconded by Supervisor Kranick. Motion passed 4-0.

- 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)

Motion by Supervisor Kranick to approve the Certified Survey Map for 229 Lyndale Road, LLC, for the property located at N47W28229 Lyndale Road, 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. Seconded by Supervisor Michels. Motion passed 4-0.

- 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)

Motion by Supervisor Kranick to approve granting a condition use amendment for Cassandra's Motorsports, LLC as presented by the Plan Commission, to be filed after the CSM and shared driveway agreement have been recorded. Seconded by Supervisor Woelfle.

- 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.

Motion by Supervisor Woelfle to approve the sale of a Reserve "Class B" license to the City of Delafield and approve the Liquor License Transfer Agreement. Seconded by Supervisor Kranick. Motion passes 4-0.

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

Administrator Green explained the owner has filed a raze permit for the property.

Tenth order of Business: 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

Thirteenth order of Business: Adjournment:

Motion by Supervisor Kranick to adjourn the Tuesday, August 23, 2022, Town Board meeting at 8:03 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 Board
FROM: Dan Green, Administrator
DATE: September 13, 2022
SUBJECT: Mutual Cooperation Agreement – CDBG Entitlement Program and HOME Consortium Program

ITEM: 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.

DESCRIPTION: The Mutual Cooperation Agreement, under the Housing and Community Development Act and the National Affordable Housing Act, is required for municipalities to participate in, for services such as Senior Taxi and food pantry programs. Residents of those communities who do not enter into the agreement, do not receive the benefits of these programs funded by CDBG Entitlement Programs. The Town has always been a beneficiary of this program by way of Waukesha County entering the agreement on behalf of Towns. HUD has changed their policy and requests each municipality to sign their own agreement. Waukesha County still will head the program, but the agreement assures we retain the benefits. Town staff has discussed this agreement with Waukesha County and have given guidance to effectively manage the terms of this agreement without a change to the Town's zoning, land use, or development procedures. This is also indicated in Section 1.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."*

The agreement stipulates that the Town needs to comply with [Section 109 of Title I of the Housing and Community Development Act of 1974](#), [Section 504 of the Rehabilitation Act of 1973](#) and the [Age Discrimination Act of 1975](#). These are all federal laws concerning discrimination based on protected classes. The agreement also stipulates the municipalities are subject to requirements applicable to subrecipients, pursuant to 24 CFR §570.501(b). This language is described below, and requires any CDBG funds to be used in accordance with the program requirements.

(b) The recipient is responsible for ensuring that CDBG funds are used in accordance with all program requirements. The use of designated public agencies, subrecipients, or contractors does not relieve the recipient of this responsibility. The recipient is also responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts, and for taking appropriate action when performance problems arise, such as the actions described in § 570.910. Where a unit of general local government is participating with, or as part of, an urban county, or as part of a metropolitan city, the recipient is responsible for applying to the unit of general local government the same requirements as are applicable to subrecipients, except that the five-year period identified under § 570.503(b)(8)(i) shall begin with the date that the unit of general local government is no longer considered by HUD to be a part of the metropolitan city or urban county, as applicable, instead of the date that the subrecipient agreement expires.

Town staff will work with Waukesha County to ensure that all activities in Section 4 are in compliance, including Section 4.H., describing policies enacted by the Waukesha County Sheriff's Department. Town staff will select two Impediments defined in Section 4. G. of the agreement. These action items do not need to be selected by the Town Board at the time this agreement is approved. Staff has reviewed the agreement and will be selecting the following:

Impediment #5

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

Impediment #9

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.

RECOMMENDATION:

Town staff recommends approval of a 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.

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.

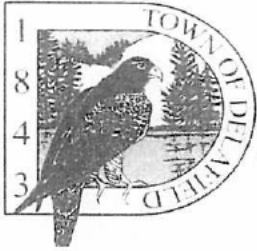
Sincerely,

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



TOWN OF DELAFIELD

APPLICATION FOR PLAN COMMISSION AGENDA

Plan Commission meetings are typically held the first Tuesday of every month. All applications must be submitted at least 3 weeks before a Plan Commission meeting to make the agenda. Any late submittals will be considered at the following meeting.

(PLEASE PRINT)

| Owner Information | Applicant |
|-----------------------------------|-----------------------------------|
| Name: William Halquist | Name: William Halquist |
| Address N22W28656 Louis Avenue | Address N22W28656 Louis avenue |
| City State Zip Pewaukee | City State Zip Pewaukee |
| Telephone Number [REDACTED] | Telephone Number [REDACTED] |
| Email: [REDACTED] | Email: [REDACTED] |

APPLICATION TYPE AND FEE (CHECK ALL THAT APPLY)

*Application fees are non-refundable. Fees cover costs associated with public notification, postage, copies, and document recording, however, applicants agree to pay all additional expenses that the Town may incur by virtue of contracted plan review services including but not limited to: legal, surveying and engineering costs.

- | | |
|---|--|
| <input type="checkbox"/> Site Plan.....\$150.00 | <input type="checkbox"/> Home Occupation.....\$50.00 |
| <input type="checkbox"/> Site Grading Plan.....\$50.00 | <input type="checkbox"/> Zoning Amendment.....\$300.00 |
| <input type="checkbox"/> Lighting Plan.....\$50.00 | <input type="checkbox"/> Land Use Amendment.....\$300.00 |
| <input type="checkbox"/> Signage Plan.....\$75.00 | <input type="checkbox"/> Conditional Use.....\$225.00 |
| <input type="checkbox"/> Preliminary Plat.....\$300.00 | <input type="checkbox"/> Plan of Operation.....\$150.00 |
| <input type="checkbox"/> Final Plat.....\$150.00 | <input type="checkbox"/> Planned unit Development.....\$225.00 |
| <input checked="" type="checkbox"/> Certified Survey Map.....\$250.00 | <input type="checkbox"/> Conceptual Plan Review.....\$50.00 |
| <input type="checkbox"/> Developer's Agreement.....\$100.00 | <input type="checkbox"/> Other.....\$50.00 minimum |

PROJECT NAME: Halquist Garage

Property Address: N22W28651 Louis avenue

Tax ID/Parcel ID: Lot 3 Lot Size: .11

Current Zoning: _____ Proposed Zoning (if applicable): _____

Present Use: same garage Intended Use (if applicable): _____

A complete application along with the appropriate fees shall be submitted by the deadline outlined at the top of the application. In order for an application to be considered complete, the application shall include the required number of site plans/maps, and all of the necessary supporting information as indicated on the project review checklist. If applying for a conditional use or development agreement, a document showing vested interest in the property is required. The Town of Delafield reserves the right not to accept an application that is deemed incomplete.



TOWN OF DELAFIELD PLAN COMMISSION APPLICATION

Project Description

Please answer the questions below that pertain to your request. If necessary, please attach a separate sheet.

PETITION FOR REZONING

In the space below, please describe the purpose of the rezoning.

PETITION FOR LAND USE AMENDMENT

In the space below, please describe the purpose of the Land Use Amendment.

PETITION FOR CONDITIONAL USE

In the space below, please describe the purpose of the Conditional Use.

PETITION FOR CERTIFIED SURVEY MAP / PRELIMINARY PLAT / FINAL PLAT

In the space below, please describe the intention of the land division.

join 2 properties for zoning compliance

PETITION FOR SITE PLAN / PLAN OF OPERATION / OTHER APPLICATION

In the space below, please describe the intention for the site plan, plan of operation, or other application.



Required Forms for Submittal

Required Forms Checklist:

- Legal Description (all applications)
- Professional Staff/Fees Chargeback Acknowledgement (all applications)
- Certification for Division of Land (Certified Survey Map land splits)

Submittal Information:

- One (1) copy of this application (signed & dated)
- One (1) electronic copy of all supporting materials, i.e., drawings, plans and written documentation (via email to dgreen@townofdelafield.org).
- Two (2) full size hard copies of all supporting materials, i.e., drawings, plans and written documentation of plans 11"x17" and smaller.
- Seven (7) copies of supporting materials larger than 11"x17".

I understand that this form shall be on file in the office of the Town Administrator by 4:00 p.m. on the 21st day before the meeting on which I desire to be heard or as required in the Land Division or Zoning Ordinance, whichever is longer. Plan Commission meetings are held the first Tuesday of each month. Furthermore, I understand that any engineering or legal review fees associated with this project may be charged to me.

FAILURE TO PROVIDE ALL REQUIRED MATERIALS AND INFORMATION CAN RESULT IN THIS APPLICATION BEING WITHDRAWN FOR CONSIDERATION BY THE PLAN COMMISSION.



 Signature of Owner

8-22-2022

 Date

William Halquist

 Print Name

For Office Use Only

Application Received _____
 Date Received _____
 PC Meeting Date _____
 Public Hearing Date _____

Amount Received _____
 Received by _____
 Board Meeting Date _____

Publication Date (if required) _____



TOWN OF DELAFIELD

PROFESSIONAL STAFF FEES CHARGEBACK ACKNOWLEDGEMENT

PLEASE BE ADVISED

That pursuant to the Town of Delafield Code of Ordinances, the Town of Delafield Town Board has determined that whenever the services of the Town Attorney, Town Engineer or any of the other Town's professional staff results in a charge to the Town for that professional's time and services, and such service is not a service supplied to the Town as a whole, the Town Clerk shall charge that service and the fees incurred by the Town to the owner of the property. Also be advised that pursuant to the Town of Delafield Code of Ordinances certain other fees, costs and charges are the responsibility of the property owner.

I, the undersigned, have been advised that, pursuant to the Town of Delafield Code of Ordinances, if the Town Attorney, Town Engineer or any other Town professional provides services to the Town as a result of my activities, whether at my request or at the request of the Town, I shall be responsible for the fees incurred by the Town. Also, I have been advised that pursuant to the Town of Delafield Code of Ordinances, certain other fees, costs and charges are my responsibility.


Signature of Owner

8-22-22
Date

William H. Gust
Owner's name (please print)

Form received by: _____

Date: _____

Plan Commission Report for September 6, 2022

Halquist Certified Survey Map Agenda Item No. 5. B.

| | |
|-------------------|----------------------------------|
| Applicant: | William Halquist |
| Project: | Land Combination |
| Requested Action: | Approval of Certified Survey Map |
| Zoning: | R-3 (County Zoning) |
| Location: | N22 W28656 Louis Avenue |

Report

Mr. Halquist is requesting approval of a Certified Survey Map (CSM) to combine portions of two lots of record into one lot for zoning compliance. The Halquist lot includes a second lot that is located on the opposite side of Louis Avenue. A restriction note on the survey indicates that Lots 1 and 2 must remain in the same ownership and cannot be sold separately. The CSM has been reviewed for conformance to Town and State code requirements. Minor technical corrections are required based on the review. Comments have been addressed in the CSM provided for consideration.

Staff Recommendation:

I recommend approval of the CSM dated August 30, 2022, subject to the surveyor addressing any review comments from the City of Delafield and Waukesha County Department of Parks and Land Use prior to the Town executing the document.

Tim Barbeau, Town Engineer
August 30, 2022

CERTIFIED SURVEY MAP NO.

BEING LOT 16, BLOCK 1 AND LOT 6, BLOCK 3 AUER PARK ON PEWAUKEE LAKE, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 SECTION 24 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, ALL IN TOWN 7 NORTH, RANGE 18 EAST, IN THE TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

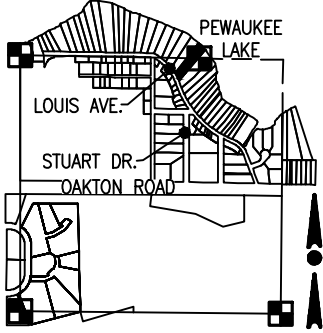
PREPARED BY:

TRIO ENGINEERING, LLC
4100 N. CALHOUN RD. SUITE 300
BROOKFIELD, WI 53005
PHONE: 262-790-1480
FAX: 262-790-1481

OVERALL DETAIL SHEET

PREPARED FOR:

WILLIAM P. HALQUIST JR.
N22W28656 LOUIS AVE.
PEWAUKEE, WI 53072
PHONE: 262-246-9000

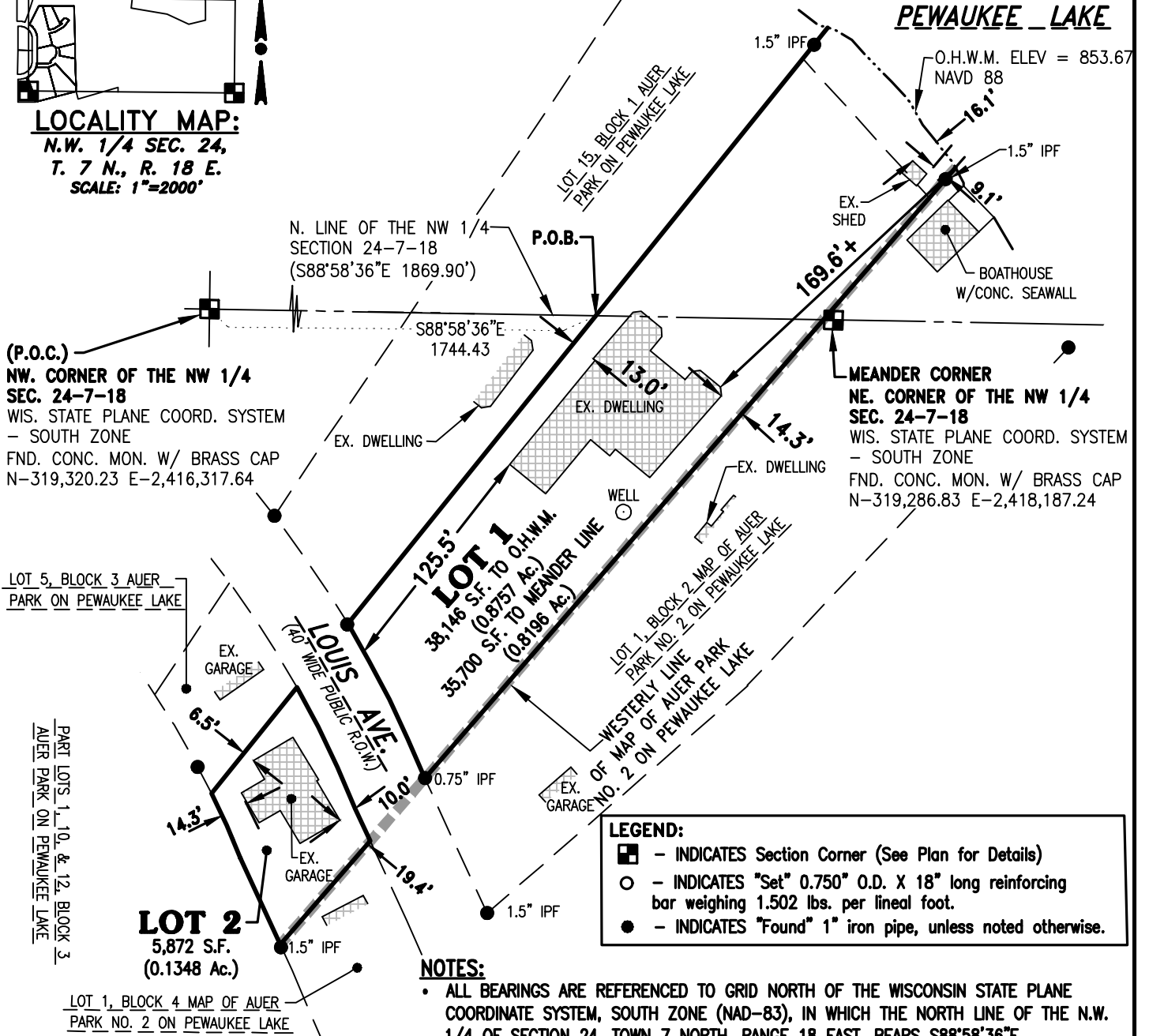


LOCALITY MAP:

N.W. 1/4 SEC. 24,
T. 7 N., R. 18 E.
SCALE: 1"=2000'

NORTH

SCALE: 1"=80'



LEGEND:

- INDICATES Section Corner (See Plan for Details)
- INDICATES "Set" 0.750" O.D. X 18" long reinforcing bar weighing 1.502 lbs. per lineal foot.
- INDICATES "Found" 1" iron pipe, unless noted otherwise.

NOTES:

- ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-83), IN WHICH THE NORTH LINE OF THE N.W. 1/4 OF SECTION 24, TOWN 7 NORTH, RANGE 18 EAST, BEARS S88°58'36"E.
- ALL TELEPHONE LINES, ELECTRIC LINES, CABLE TELEVISION LINES, TELECOMMUNICATION LINES AND OTHER SIMILAR UTILITY SERVICES SHALL BE PLACED UNDERGROUND UNLESS THE APPLICANT OR UTILITY CAN DEMONSTRATE THAT UNDERGROUNDING IS NOT FEASIBLE.
- ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.
- LOTS 1 AND 2 MUST REMAIN UNDER THE SAME OWNERSHIP AND CANNOT BE SOLD SEPARATE FROM THE OTHER.
- THE ENTIRE PROPERTY IS WITHIN THE JURISDICTION OF THE WAUKESHA COUNTY SHORELAND AND FLOODLAND PROTECTION ORDINANCE.
- THE LOT LINES AS SHOWN ARE A COMBINATION OF FOUND MONUMENTATION AND A KIT KUOKKANEN SURVEY DATED OCTOBER 12TH, 2009. THE RADIUS OF THE RIGHT-OF-WAY OF 573' SHOWN DID NOT MATCH THE MONUMENTS AT THE RIGHT-OF-WAY. I USED 573' RADIUS AT THE CENTERLINE.

X:\2021\21-002-252 Pewaukee Lake Lot 16 Survey Drawings\Survey\CSM\530CSM01.dwg

CERTIFIED SURVEY MAP NO.

BEING LOT 16, BLOCK 1 AND LOT 6, BLOCK 3 AUER PARK ON PEWAUKEE LAKE, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 SECTION 24 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, ALL IN TOWN 7 NORTH, RANGE 18 EAST, IN THE TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

PEWAUKEE LAKE

O.H.W.M. ELEV = 853.67 NAVD 88

CURVE A

BRG = N26°31'00"W
CHORD DIST = 91.06
ARC DIST = 91.15
DELTA = 08°48'25"
RADIUS = 593.00

CURVE B

BRG = S25°42'04"E
CHORD DIST = 71.06
ARC DIST = 71.11
DELTA = 07°22'05"
RADIUS = 553.00

CURVE C

BRG = N24°02'28"W
CHORD DIST = 37.52
ARC DIST = 37.53
DELTA = 04°24'56"
RADIUS = 487.00

(P.O.C.)
NW CORNER OF
THE NW 1/4
SEC. 24-7-18

N. LINE OF THE NW 1/4
SECTION 24-7-18
(S88°58'36"E 1869.90')

MEANDER CORNER
NE. CORNER OF
THE NW 1/4
SEC. 24-7-18

LOT 1
38,146 S.F. TO O.H.W.M.
(0.8757 Ac.)
35,700 S.F. TO MEANDER LINE
(0.8196 Ac.)

LOT 2
5,872 S.F.
(0.1348 Ac.)

LOUIS AVE.
(40' WIDE PUBLIC R.O.W.)



SCALE: 1" = 60'



PART LOTS 1, 10, & 12, BLOCK 3
AUER PARK ON PEWAUKEE LAKE

LOT 1, BLOCK 4 MAP OF AUER
PARK NO. 2 ON PEWAUKEE LAKE

X:\2021\21-002-252 Pewaukee Lake Lot 16 Survey\Drawings\Survey\CSM\530CSM01.dwg

CERTIFIED SURVEY MAP NO. _____

BEING LOT 16, BLOCK 1 AND LOT 6, BLOCK 3 AUER PARK ON PEWAUKEE LAKE, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 SECTION 24 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, ALL IN TOWN 7 NORTH, RANGE 18 EAST, IN THE TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
)ss
COUNTY OF WAUKESHA)

I, Ted R. Indermuehle, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped Lot 16, Block 1 and Lot 6, Block 3 Auer Park on Pewaukee Lake in that part of the Northeast 1/4 of the Northwest 1/4 of Section 24 and the Southeast 1/4 of the Southwest 1/4 of Section 13, all in Town 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northwest corner of said Northwest 1/4, thence South 88°58'36" East along the North line of said Northwest 1/4, 1744.43 feet to the place of beginning of the lands hereinafter described.

Thence North 38°50'57" East 174.04 feet to a point on the Meander line of "Pewaukee Lake"; Thence South 42°18'36" East along said Meander line, 99.11 feet to a point; Thence South 40°59'27" West 405.70 feet to a point on the Northerly Right-of-Way of "Louis Ave.", said point being "Point A" of this description; Thence Northwesterly 91.15 feet along the arc of a curve whose center lies to the South, whose radius is 593.00 feet, whose delta angle is 08°48'25" and whose chord bears North 26°31'00" West along said Northerly line, 91.06 feet to a point; Thence North 38°50'57" East 208.66 feet to the point of beginning of this description.

Said Parcel contains 38,146 Square Feet (or 0.8757 Acres) of land to the Ordinary High Water Mark or 35,700 Square Feet (of 0.8196 Acres) of land to the Meander Line, more or less.

Also commencing at said "Point A" thence South 40°59'27" West along a "Tie Line", 43.85 feet to the place of beginning; Thence continuing South 40°59'27" West 72.35 feet to a point; Thence North 24°48'59" West 50.25 feet to a point; Thence Northwesterly 37.53 feet along the arc of a curve whose center lies to the South, whose radius is 487.00 feet, whose delta angle is 04°24'56" and whose chord bears North 24°02'28" West 37.52 feet to a point; Thence North 38°50'57" East 71.85 feet to a point on the Southerly Right-of-Way line of "Louis Ave."; Thence Southeasterly 71.11 feet along the arc of a curve whose center lies to the South, whose radius is 553.00 feet, whose delta angle is 07°22'05" and whose chord bears South 25°42'04" East along said Southerly line, 71.06 feet to a point; Thence South 24°48'59" East along said Southerly line, 18.93 feet to the point of beginning.

Said Parcel contains 5,872 Square Feet (or 0.1348 Acres) of land more or less.
Combined lands contain 44,018 Square Feet (or 1.0105 Acres) of land to the Ordinary High Water Mark, more or less.

That I have made such survey, land division and map by the direction of **WILLIAM P. HALQUIST JR.**, owner of said lands.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the Town of Delafield and Waukesha County in surveying, dividing and mapping the same.

Dated this _____ day of _____, 20_____.

Ted R. Indermuehle, P.L.S.
Professional Land Surveyor, S-3119
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

CERTIFIED SURVEY MAP NO. _____

BEING LOT 16, BLOCK 1 AND LOT 6, BLOCK 3 AUER PARK ON PEWAUKEE LAKE, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 SECTION 24 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, ALL IN TOWN 7 NORTH, RANGE 18 EAST, IN THE TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

As owner, I hereby certify that I have caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin Statutes, and the Subdivision Regulations of the Town of Delafield and Waukesha County, this _____ day of _____, 20____.

William P. Halquist Jr., Owner

STATE OF WISCONSIN)
) ss
COUNTY OF)

Personally came before me this _____ day of _____, 20____, William P. Halquist Jr., Owner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, _____ County, WI
My commission expires: _____

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE:

The above, which has been filed for approval as required by chapter 236 of the Wisconsin State Statues, is hereby approved this _____ day of _____, 20____.

Dale R. Shaver, Director

X:\2021\21-002-252 Pewaukee Lake Lot 16 Survey\Documents\Survey\530-Certified Survey Map\CSM-Halquist.doc

CERTIFIED SURVEY MAP NO. _____

BEING LOT 16, BLOCK 1 AND LOT 6, BLOCK 3 AUER PARK ON PEWAUKEE LAKE, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 SECTION 24 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, ALL IN TOWN 7 NORTH, RANGE 18 EAST, IN THE TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

TOWN OF DELAFIELD PLANNING COMMISSION APPROVAL:

Approved by the Planning Commission of the Town of Delafield on this _____ day of _____, 20____.

Kevin Fitzgerald, Chairman

Dan Green, Administrator-Clerk/Treasurer

TOWN OF DELAFIELD BOARD APPROVAL:

Approved by the Town Board of the Town of Delafied on this _____ day of _____, 20____.

Ron Troy, Chairman

Dan Green, Administrator-Clerk/Treasurer

EXTRATERRITORIAL CITY OF DELAFIELD PLAN COMMISSION APPROVAL:

Be it resolved by the Plan Commission of the City of Delafield on this _____ day of _____, 20____.

Molly Schneider, City Clerk

Kent Attwell, Mayor

EXTRATERRITORIAL CITY OF DELAFIELD BOARD OF REVIEW APPROVAL:

Be it resolved by the Board of Review of the City of Delafield on this _____ day of _____, 20____.

Molly Schneider, City Clerk

Kent Attwell, Mayor

Plan Commission Report for September 6, 2022

Dierkes Certified Survey Map Agenda Item No. 5. C.

Applicant: Robert and Jeanne Dierkes
Project: Land Combination
Requested Action: Approval of Certified Survey Map
Zoning: R-3 (County Zoning)
Location: W303 N2598 Maple Avenue

Report

The Dierkes' are requesting approval of a Certified Survey Map (CSM) to combine portions of two lots of record into one lot. The CSM eliminates the lot line that passes through the existing house on the lot. The CSM includes dedication of right-of-way on Maple Avenue to the required road width. There is one minor text edit that has to be addressed (surveyor has been notified).

Staff Recommendation:

I recommend approval of the CSM dated August 24, 2022, subject to the surveyor addressing my text edit and any comments from the City of Delafield and Waukesha County Department of Parks And Land Use prior to the Town executing the document.

Tim Barbeau, Town Engineer
August 30, 2022



TOWN OF DELAFIELD

APPLICATION FOR PLAN COMMISSION AGENDA

Plan Commission meetings are typically held the first Tuesday of every month. All applications must be submitted at least 3 weeks before a Plan Commission meeting to make the agenda. Any late submittals will be considered at the following meeting.

(PLEASE PRINT)

| Owner Information | Applicant |
|---|--|
| Name: <u>Jeanne E. Dierkes, (Formerly Jeanne Margis)</u> | Name: <u>Robert + Jeanne Dierkes</u> |
| Address: <u>5944 Seneca Trail</u> | Address: <u>W303 N2598 Maple Ave</u> |
| City State Zip: <u>Hales Corners, WI 53130</u> | City State Zip: <u>Pewaukee, WI 53072</u> |
| Telephone Number: [REDACTED] | Telephone Number: [REDACTED] |
| Email: [REDACTED] | Email: [REDACTED] |

APPLICATION TYPE AND FEE (CHECK ALL THAT APPLY)

*Application fees are non-refundable. Fees cover costs associated with public notification, postage, copies, and document recording, however, applicants agree to pay all additional expenses that the Town may incur by virtue of contracted plan review services including but not limited to: legal, surveying and engineering costs.

- | | | | |
|---|----------|--|-----------------|
| <input type="checkbox"/> Site Plan..... | \$150.00 | <input type="checkbox"/> Home Occupation..... | \$50.00 |
| <input type="checkbox"/> Site Grading Plan..... | \$50.00 | <input type="checkbox"/> Zoning Amendment..... | \$300.00 |
| <input type="checkbox"/> Lighting Plan..... | \$50.00 | <input type="checkbox"/> Land Use Amendment..... | \$300.00 |
| <input type="checkbox"/> Signage Plan..... | \$75.00 | <input type="checkbox"/> Conditional Use..... | \$225.00 |
| <input type="checkbox"/> Preliminary Plat..... | \$300.00 | <input type="checkbox"/> Plan of Operation..... | \$150.00 |
| <input type="checkbox"/> Final Plat..... | \$150.00 | <input type="checkbox"/> Planned unit Development..... | \$225.00 |
| <input checked="" type="checkbox"/> Certified Survey Map..... | \$250.00 | <input type="checkbox"/> Conceptual Plan Review..... | \$50.00 |
| <input type="checkbox"/> Developer's Agreement..... | \$100.00 | <input type="checkbox"/> Other..... | \$50.00 minimum |

PROJECT NAME: CSM
 Property Address: W303 N2598 Maple Ave, Pewaukee, WI 53072
 Tax ID/Parcel ID: DELT 780.017 Lot Size: _____
 Current Zoning: _____ Proposed Zoning (if applicable): _____
 Present Use: Single Family Intended Use (if applicable): _____

A complete application along with the appropriate fees shall be submitted by the deadline outlined at the top of the application. In order for an application to be considered complete, the application shall include the required number of site plans/maps, and all of the necessary supporting information as indicated on the project review checklist. If applying for a conditional use or development agreement, a document showing vested interest in the property is required. The Town of Delafield reserves the right not to accept an application that is deemed incomplete.



TOWN OF DELAFIELD PLAN COMMISSION APPLICATION

Project Description

Please answer the questions below that pertain to your request. If necessary, please attach a separate sheet.

PETITION FOR REZONING

In the space below, please describe the purpose of the rezoning.

PETITION FOR LAND USE AMENDM

In the space below, please describe the purpose of the Land Use Amendment.

PETITION FOR CONDITIONAL USE

In the space below, please describe the purpose of the Conditional Use.

PETITION FOR CERTIFIED SURVEY MAP / PRELIMINARY PLAT / FINAL PL

In the space below, please describe the intention of the land division.

Remove the line that divides the property. Combine into one, all land purchased in 1990 (tax Parcel 780.017) as described in the CSM.

PETITION FOR SITE PLAN / PLAN OF OPERATION / OTHER APPLICATION

In the space below, please describe the intention for the site plan, plan of operation, or other application.



Required Forms for Submittal

Required Forms Checklist:

- Legal Description (all applications)
- Professional Staff/Fees Chargeback Acknowledgement (all applications)
- Certification for Division of Land (Certified Survey Map land splits)

Submittal Information:

- One (1) copy of this application (signed & dated)
- One (1) electronic copy of all supporting materials, i.e., drawings, plans and written documentation (via email to dgreen@townofdelafield.org).
- Two (2) full size hard copies of all supporting materials, i.e., drawings, plans and written documentation of plans 11"x17" and smaller.
- Seven (7) copies of supporting materials larger than 11"x17".

I understand that this form shall be on file in the office of the Town Administrator by 4:00 p.m. on the 21st day before the meeting on which I desire to be heard or as required in the Land Division or Zoning Ordinance, whichever is longer. Plan Commission meetings are held the first Tuesday of each month. Furthermore, I understand that any engineering or legal review fees associated with this project may be charged to me.

FAILURE TO PROVIDE ALL REQUIRED MATERIALS AND INFORMATION CAN RESULT IN THIS APPLICATION BEING WITHDRAWN FOR CONSIDERATION BY THE PLAN COMMISSION.

Jeanne E. Dierkes
Signature of Owner

8-25-2012
Date

Jeanne E. Dierkes
Print Name

For Office Use Only

Application Received _____
Date Received _____
PC Meeting Date _____
Public Hearing Date _____

Amount Received _____
Received by _____
Board Meeting Date _____

Publication Date (if required) _____



TOWN OF DELAFIELD

PROFESSIONAL STAFF FEES CHARGEBACK ACKNOWLEDGEMENT

PLEASE BE ADVISED

That pursuant to the Town of Delafield Code of Ordinances, the Town of Delafield Town Board has determined that whenever the services of the Town Attorney, Town Engineer or any of the other Town's professional staff results in a charge to the Town for that professional's time and services, and such service is not a service supplied to the Town as a whole, the Town Clerk shall charge that service and the fees incurred by the Town to the owner of the property. Also be advised that pursuant to the Town of Delafield Code of Ordinances certain other fees, costs and charges are the responsibility of the property owner.

I, the undersigned, have been advised that, pursuant to the Town of Delafield Code of Ordinances, if the Town Attorney, Town Engineer or any other Town professional provides services to the Town as a result of my activities, whether at my request or at the request of the Town, I shall be responsible for the fees incurred by the Town. Also, I have been advised that pursuant to the Town of Delafield Code of Ordinances, certain other fees, costs and charges are my responsibility.

Jeanne E. Dierkes
Signature of Owner

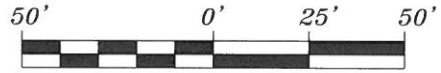
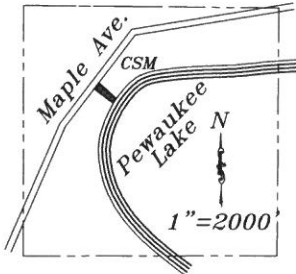
8-25-2022
Date

Jeanne E. Dierkes
Owner's name (please print)

Form received by: Daniel Green
Date: 8/25/2022

CERTIFIED SURVEY MAP NO. _____

Being a part Lot 18 and a part of Lot 19, Crystal Spring Park, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 15, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin.



Graphic Scale
Scale: 1"=50'

FLOOD DATA This property is in Zone AE + X of the Flood Insurance Rate Map, Community Panel No. 55133C0178H which has an effective date of November 5, 2014 and IS in a Special Flood Hazard Area. Field surveying was not performed to determine this zone. An elevation certificate may be needed to verify this determination or apply for an amendment from the Federal Emergency Management Agency.

FEMA 100-Year Flood Elevation=854.4' (NAVD88)

Vicinity Map
NW cor., SE 1/4 Sec. 15, T7N, R18E SE 1/4 Sec. 15-7-18 (conc. mon. w/brass cap)
N 393,830.49
E 2,439,861.65

NOTE:
See sheets 2 for "Floodplain Preservation Area Restrictions" and "Basement Restriction-Groundwater" notes.

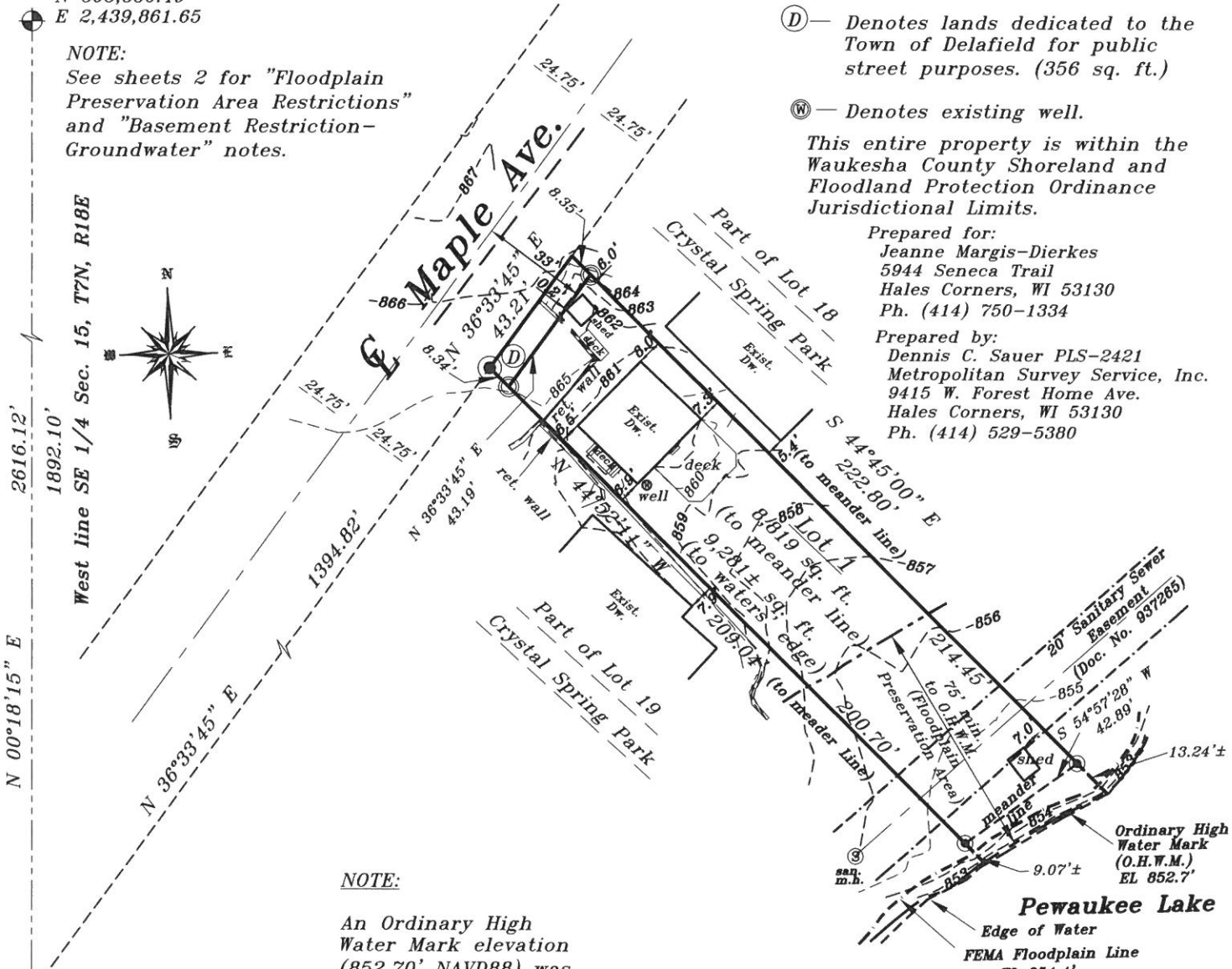
Ⓧ — Denotes lands dedicated to the Town of Delafield for public street purposes. (356 sq. ft.)

Ⓢ — Denotes existing well.

This entire property is within the Waukesha County Shoreland and Floodland Protection Ordinance Jurisdictional Limits.

Prepared for:
Jeanne Margis-Dierkes
5944 Seneca Trail
Hales Corners, WI 53130
Ph. (414) 750-1334

Prepared by:
Dennis C. Sauer PLS-2421
Metropolitan Survey Service, Inc.
9415 W. Forest Home Ave.
Hales Corners, WI 53130
Ph. (414) 529-5380



NOTE:
An Ordinary High Water Mark elevation (852.70' NAVD88) was established for this portion of Pewaukee Lake, based on a staking done by the Wisconsin Department of Natural Resources on February 5, 2005 at W289 N3089 Lakeside Dr.

Southwest cor., SE 1/4 Sec. 15, T7N, R18E (conc. mon. w/brass cap)
N 391,214.65
E 2,439,847.76

Notes:

- Ⓢ Denotes iron pipe set.
- Ⓢ Denotes iron pipe found and accepted.

Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone, (NAD 27)(Nov. 2008), with the North Line of the SE 1/4 of Sec. 15, T7N, R18E having an assumed bearing of N 89°18'13" W.

Any land below the ordinary high water mark 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.

M\CSM's\Delafield(Town)\Dierkes\113164.dwg



Scale: 1"=50'



8/24/22
8/31/22 Rev.

CERTIFIED SURVEY MAP NO. _____

Being a part of Lot 18 and a part of Lot 19, Crystal Spring Park, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 15, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin.

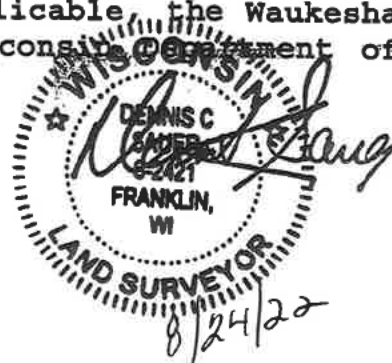
BASEMENT RESTRICTION - GROUNDWATER

This Certified Survey Map is located in an area with mapped soils that may have seasonal high groundwater. The Waukesha County Shoreland and Floodland Protection Ordinance currently requires that the lowest level of any residence must be at an elevation that is at least one (1) foot higher than the highest seasonal groundwater level, unless a variance from that requirement is obtained from the Waukesha County Board of Adjustment. Therefore, additional soil testing in the vicinity of any proposed residence or addition will be required to ensure compliance with this requirement. If the requirement regarding vertical separation distance from the highest seasonal groundwater level is modified by a future amendment to the Waukesha County Shoreland and Floodland Protection Ordinance, the requirement at the time of construction shall apply. All groundwater separation requirements set forth by the Town of Delafield must also be complied with.

FLOODPLAIN RESTRICTIONS

Those areas identified as a Floodplain Preservation Area on sheet 1 of this Certified Survey Map 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 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, unless grazing is conducted in order to manage invasive vegetation and approval is obtained by the Waukesha County Department of Parks and Land Use-Planning and Zoning Division.
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.



CERTIFIED SURVEY MAP NO. _____

Being a part of Lot 18 and a part of Lot 19, Crystal Spring Park, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 15, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, Dennis C. Sauer, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a part of Lot 18 and a part of Lot 19, Crystal Spring Park, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 15, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said Southeast 1/4; thence N 00°18'15" E along the West line of said Southeast 1/4, 724.02 feet to a point; thence N 36°33'45" E, 1394.82 feet to the point of beginning of the lands to be described; thence continuing N 36°33'45" E, 43.21 feet to a point; thence S 44°45'00" E, 222.80 feet to the meander line of Pewaukee Lake; thence S 54°57'28" W, 42.89 feet along said meander line; thence N 44°52'11" W, 209.04 feet to the point of beginning. Together with those lands lying between the aforementioned meander line and the waters edge of Pewaukee Lake. Said lands continuing 9,176 square feet to meander line and 9,637 square feet more or less, to the water's edge.

That I have made such survey, land division and map by the direction of Jeanne Margis-Dierkes, owner of said land.

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

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the requirements of the Town of Delafield, City of Delafield and the Waukesha County Department of Parks and Land Use, in surveying, dividing and mapping of the same.

August 24, 2022
Date



Dennis C. Sauer

Dennis C. Sauer
Professional Land Surveyor S-2421

PREPARED FOR:
Jeanne Margis-Dierkes
5944 Seneca Trail
Hales Corners, WI 53130
Phone: (414) 750-1334

PREPARED BY: Dennis C Sauer
Metropolitan Survey Service
9415 W Forest Home Ave, #202
Hales Corners, WI 53130
Phone: (414) 529-5380

CERTIFIED SURVEY MAP NO. _____

Being a part of Lot 18 and a part of Lot 19, Crystal Spring Park, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 15, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin.

OWNER'S CERTIFICATE:

Jeanne Margis- Dierkes, owner of said land, do hereby certify that I have caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236.34 of the Wisconsin State Statutes and requirements of the Town of Delafield, City of Delafield and the Waukesha County Department of Parks and Land Use.

WITNESS the hand and seal of said owners this _____ day of _____, 20__.

Jeanne Margis-Dierkes, Owner

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

PERSONALLY, came before me this _____ day of _____, 20_____, Jeanne Margis-Dierkes, Owner, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

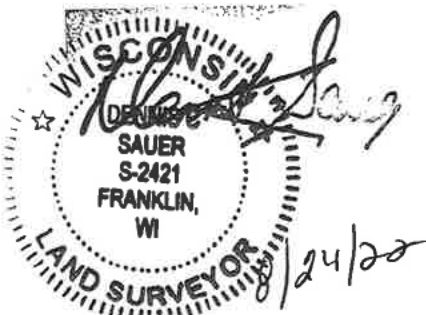
Notary Public
State of Wisconsin
My Commission Expires: _____

PLAN COMMISSION APPROVAL

APPROVED by the Plan Commission of the Town of Delafield on this _____ day of _____, 20__.

Kevin Fitzgerald, Chairman
Town of Delafield

Dan Green, Town Clerk
Town of Delafield



CERTIFIED SURVEY MAP NO. _____

Being a part of Lot 18 and a part of Lot 19, Crystal Spring Park, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 15, Town 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin.

EXTRATERRITORIAL APPROVAL

APPROVED by the City of Delafield this _____ day of _____, 20____.

Molly Schneider, City Clerk

Kent Attwell, Mayor

TOWN BOARD APPROVAL

APPROVED by the Town Board of the Town of Delafield on this _____ day of _____, 20____.

Ronald A. Troy, Chairman
Town of Delafield

Dan Green, Town Clerk
Town of Delafield

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE APPROVAL

The above, which has been filed for approval as required by Chapter 236.34, Wisconsin State Statutes is hereby approved on this _____ day of _____, 20____.

Dale R. Shaver, Director



THIS INSTRUMENT WAS DRAFTED BY:
Dennis C. Sauer, P.L.S. S-2421

Town of Delafield

Keeping of Chickens License Application

\$75 Application Fee/\$25 Renewal Fee

Instructions

1. Please complete and sign this form
2. Prepare supplemental information to submit with the application: Survey showing the location of the proposed chicken coop and chicken run, setback distance from the road right-of-way to the chicken coop and chicken run, offset distance from the chicken coop and chicken run, size of the chicken coop
3. Submit it with a \$75 application fee and the supplemental information to the Town Clerk
4. Keeping of chickens is subject to compliance with all requirements of the Town of Delafield Town Code, including, but not limited to, Section 17.06 5, entitled "Keeping of Chickens" and Section 12.09, entitled "License for Keeping Chickens."
5. After review by staff and approval by the Town Board, the Town Clerk will provide you with a signed copy of the license indicating all conditions under which the license is issued.

Owner Information

| | |
|---------------------------------|--------------------------|
| Owner's Name: | Stephen & Lynn Dolan |
| Owner's Address: | N8W33548 Forest Ridge Rd |
| City/Zip Code: | Delafield, WI |
| Telephone: | [REDACTED] |
| E-mail: | [REDACTED] |
| Anticipated Number of Chickens: | 8 |
| Size of Chicken Coop: | 5 x 6 |

Check One:

NEW RENEWAL

Signature: _____
(Handwritten signature)

Date: 6-17-22



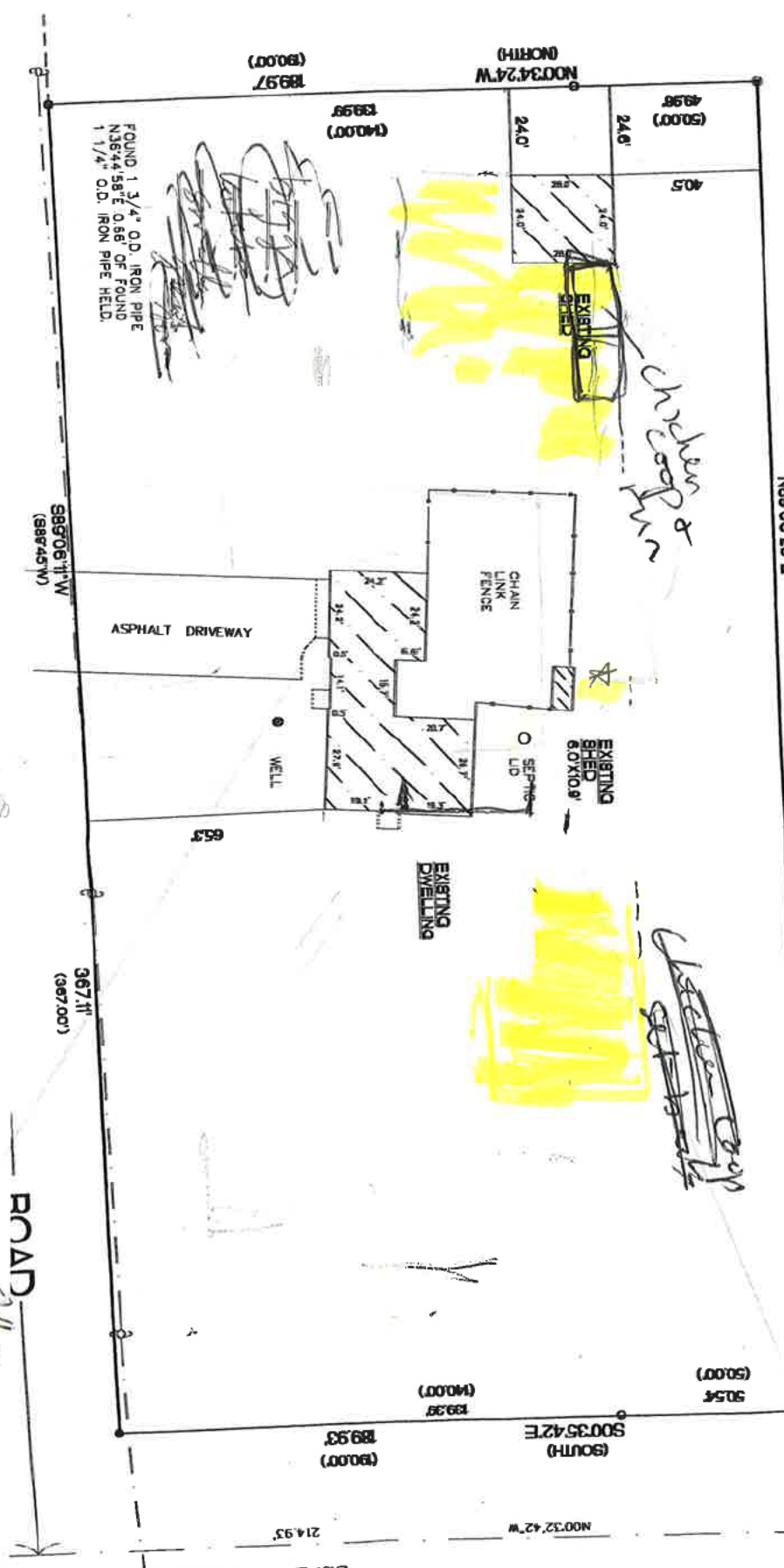
FOR OFFICE USE

License Number: _____

Receipt No. _____

FOUND 1 1/4" O.D. IRON PIPE
 N57°43'38"W 0.88' OF FOUND
 1 3/4" O.D. IRON PIPE HELD.

All that part of the ... (19) East, in the Town of Delafield, Walworth County, Wisconsin, ...
 Seven (7) North, Range Eighteen (18) East, in the Town of Delafield, Walworth County, Wisconsin, ...
 described as follows: Commencing at the West one-quarter of Section 30; thence North 89°43'20" East along the
 West one-quarter line of said Section 231.02 feet to the center of Section 30; thence due North along the North
 one-quarter line of said Section and the centerline of Cushing Park Road 823.00 feet to the place of beginning of the
 parcel hereinafter described; thence continuing due North along said North one-quarter line and centerline 50.00
 feet; thence South 89°43'20" West 400.00 feet; thence due South 50.00 feet; thence North 89°43'20" East 4080.01
 feet to the place of beginning, reserving the East 33.00 feet for road purposes.
 The above-described Parcel is also known as the South 50' of Parcel 4 of G9M #2433, Recorded in the Office of
 the Register of Deeds for Walworth County, Wisconsin, on November 7, 1978, in Volume 17 of Certified Survey
 Maps, Pages 285, 286, & 287, as Document No. 930110.
 ALSO:
 Part of the Northwest 1/4 of Section 30, Town 7 North, Range 18 East, described as follows: Starting at the point in
 the North-South 1/4 line distant North 860.0 feet from the center of the said Section and thence South 89°45' West
 and parallel with East-West 1/4 line 400.0 feet; thence North 165.0 feet; thence North 89°45' East 400.0 feet to
 section line; thence South 165.0 feet to beginning; Reserving South 25.0 feet for road purposes.
 Surveyed for: Lynn Dolan
 Survey address: NEWASSAS Forest Ridge Road
 (88°43'20"W) (367.00')
 N89°06'29"E 367.04' (367.00')



Chicken Coop

Chicken Coop

Chicken coop track

Offices - 48 ft wide is max

EAST LINE OF THE NORTHWEST 1/4 OF SECTION 30

N007°32'42"W 1839.52'

S89°06'28"W 33.17'

N00°32'42"W 214.93'

ROAD

367.11' (367.00')

S89°06'11"W (389.45'W)

FOUND 1 3/4" O.D. IRON PIPE
 N36°44'58"E 0.88' OF FOUND
 1 1/4" O.D. IRON PIPE HELD.

N007°34'24"W (89.97')

S007°35'42"E (89.93')

(40.00')

24.0'

40.5'

49.98'

50.54'

(50.00')

(88°43'20"W) N89°06'29"E

(367.00') 367.04'

S89°06'28"W 33.17'

1839.52'

N007°32'42"W

RESOLUTION NO. 22-658

A RESOLUTION TO ADOPT THE WAUKESHA COUNTY ALL HAZARD MITIGATION PLAN

WHEREAS, the Town of Delafield recognizes the threat that natural hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

WHEREAS, an adopted all hazard mitigation plan is required by FEMA as a condition of future grant funding for mitigation projects under FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS, the Town of Delafield participated jointly in the planning and update process with Waukesha County and other local units of government to prepare an All Hazard Mitigation Plan, which was made available for review and will reside permanently in the Waukesha County Office of Emergency Management; and

WHEREAS, the Wisconsin Emergency Management and Federal Emergency Management Agency, Region V, officials have reviewed the 2021 update and approved it contingent upon this official adoption of the participating governing body; and

NOW THEREFORE IT IS HEREBY RESOLVED that the Town of Delafield hereby adopts the 2021 Waukesha County All Hazards Mitigation Plan as an official plan, and do hereby endorse and agree to participate in the implementation of the Waukesha County All Hazard Mitigation Plan as it applies to this jurisdiction.

TOWN OF DELAFIELD

Ron Troy, Town Chairman

ATTEST:

Dan Green, Administrator-Clerk/Treasurer



FEMA

August 25, 2022

Ms. Guenevere Drewes
State Hazard Mitigation Officer
Wisconsin Emergency Management
2400 Wright Street, P.O. Box 7865
Madison, WI 53707-7865

Dear Ms. Drewes:

Thank you for submitting the adoption documentation for the Waukesha County, Wisconsin Hazard Mitigation Plan. The plan was reviewed based on the local plan criteria contained in 44 CFR Part 201, as authorized by the Disaster Mitigation Act of 2000. The Waukesha County plan met the required criteria for a multi-jurisdiction hazard mitigation plan and the plan is now approved for Waukesha County. Please submit the adoption resolutions for any remaining jurisdictions who participated in the planning process.

The approval of this plan ensures continued availability of the full complement of Hazard Mitigation Assistance (HMA) Grants. All requests for funding, however, will be evaluated individually according to the specific eligibility and other requirements of the particular program under which the application is submitted.

We encourage Waukesha County and the participating jurisdictions to follow the plan's schedule for monitoring and updating the plan, and to continue their efforts to implement the mitigation measures. The expiration date of the Waukesha County plan is five years from the date of this letter. To continue project grant eligibility, the plan must be reviewed, revised as appropriate, resubmitted, and approved no later than the plan expiration date.

Please pass on our congratulations to the participating jurisdictions for completing this significant action. If you or the communities have any questions, please contact Cadence Peterson at 312-408-5260 or at cadence.peterson@fema.dhs.gov.

Sincerely,

Julia McCarthy
Deputy Director
Mitigation Division

Waukesha County Multi-Jurisdictional All Hazard Mitigation Plan Update

Executive Overview
July 2022

The Waukesha County Multi-Jurisdictional All Hazard Mitigation Plan (Plan) was submitted to Wisconsin Emergency Management (WEM) and FEMA for review and approval in March of this year. FEMA guidance (Disaster Mitigation Act of 2000) requires that the Plan be updated every five years.

Waukesha County Emergency Management updated the 2016 Plan, which now includes 41 participating jurisdictions. The plan received FEMA's Approval Pending Adoption (APA) status on May 25, 2022. The county and participating jurisdictions must now adopt the plan, within one year of the aforementioned date, to have a FEMA-approved hazard mitigation plan and be eligible for funding through the Hazard Mitigation Grant Program (HMGP), the Building Resilient Infrastructure and Communities (BRIC) program, and the Flood Mitigation Assistance (FMA) program.

The planning area for the hazard mitigation plan encompasses Waukesha County and includes the incorporated and unincorporated jurisdictional areas of the county.

Adoption of the Plan makes participants eligible to apply for grants funds, and FEMA requires that each participating partner adopt the plan by resolution.

The following represent key elements from the Plan update:

- This plan includes all federally required elements of a hazard mitigation plan:
 - A description of the planning process
 - The public involvement strategy
 - A list of goals and objectives

WHAT IS THIS PLAN?

Mitigation is defined in this context as any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event. Mitigation planning is the systematic process of learning about the hazards that can affect the community, setting clear goals, identifying appropriate actions and following through with an effective mitigation strategy. Mitigation encourages long-term reduction of hazard vulnerability and can reduce the enormous cost of disasters to property owners and all levels of government. Mitigation can also protect critical community facilities, reduce exposure to liability and minimize post-disaster community disruption.

WHY IS THIS PLAN SO IMPORTANT?

Adoption of the Hazard Mitigation Plan makes participants eligible to apply for grant funds through the Building Resilient Infrastructure and Communities Program, Flood Mitigation Assistance Program and Hazard Mitigation Grant Program.

- A countywide hazard risk assessment
- Countywide mitigation initiatives
- A plan maintenance strategy

This plan has been set up in two volumes so that elements that are jurisdiction-specific can easily be distinguished from those that apply to the whole planning area:

Volume 1 includes all federally required elements of a disaster mitigation plan that apply to the entire planning area. This includes the description of the planning process, public involvement strategy, goals and objectives, countywide hazard risk assessment, mitigation strategy, and a plan maintenance strategy. The following appendices at the end of Volume 1 include information or explanations to support the main content of the plan:

- Appendix A - Notice of Endorsement & Adoption
- Appendix B - Public Outreach & Participation
- Appendix C - Mitigation Project Examples
- Appendix D - Federal Funding Sources and Programs
- Appendix E - Benefit-Cost Analysis Guidance
- Appendix F - Acronyms and Definitions

Volume 2 includes all federally required jurisdiction-specific elements, in annexes for each participating jurisdiction.

- 41 total jurisdictions participated in the 2022 Waukesha County Multi-Jurisdictional All Hazard Mitigation Plan.

| Jurisdiction | Involvement |
|-------------------------|---|
| Waukesha County | Meetings; Mitigation Steering Committee Leadership; Mitigation Actions/Projects |
| Brookfield City | Meetings; Mitigation Actions/Projects |
| Delafield City | Meetings; Mitigation Actions/Projects |
| Muskego City | Meetings; Mitigation Actions/Projects |
| New Berlin City | Meetings; Mitigation Actions/Projects |
| Oconomowoc City | Meetings; Mitigation Actions/Projects |
| Pewaukee City | Meetings; Mitigation Actions/Projects |
| Waukesha City | Meetings; Mitigation Actions/Projects |
| Big Bend Village | Meetings; Mitigation Actions/Projects |
| Butler Village | Meetings; Mitigation Actions/Projects |
| Chenequa Village | Meetings; Mitigation Actions/Projects |
| Dousman Village | Meetings; Mitigation Actions/Projects |
| Eagle Village | Meetings; Mitigation Actions/Projects |
| Elm Grove Village | Meetings; Mitigation Actions/Projects |
| Hartland Village | Meetings; Mitigation Actions/Projects |
| Lac La Belle Village | Meetings; Mitigation Actions/Projects |
| Lannon Village | Meetings; Mitigation Actions/Projects |
| Menomonee Falls Village | Meetings; Mitigation Actions/Projects |
| Merton Village | Meetings; Mitigation Actions/Projects |
| Mukwonago Village | Meetings; Mitigation Actions/Projects |

| | |
|--|---------------------------------------|
| Nashotah Village | Meetings; Mitigation Actions/Projects |
| North Prairie Village | Meetings; Mitigation Actions/Projects |
| Oconomowoc Lake Village | Meetings; Mitigation Actions/Projects |
| Pewaukee Village | Meetings; Mitigation Actions/Projects |
| Summit Village | Meetings; Mitigation Actions/Projects |
| Sussex Village | Meetings; Mitigation Actions/Projects |
| Vernon Village | Meetings; Mitigation Actions/Projects |
| Wales Village | Meetings; Mitigation Actions/Projects |
| Waukesha Village | Meetings; Mitigation Actions/Projects |
| Brookfield Town | Meetings; Mitigation Actions/Projects |
| Delafield Town | Meetings; Mitigation Actions/Projects |
| Eagle Town | Meetings; Mitigation Actions/Projects |
| Genesee Town | Meetings; Mitigation Actions/Projects |
| Lisbon Town | Meetings; Mitigation Actions/Projects |
| Merton Town | Meetings; Mitigation Actions/Projects |
| Mukwonago Town | Meetings; Mitigation Actions/Projects |
| Oconomowoc Town | Meetings; Mitigation Actions/Projects |
| Ottawa Town | Meetings; Mitigation Actions/Projects |
| Lake Country Fire Dept | Meetings; Mitigation Actions/Projects |
| Eagle Springs Lake Management District | Meetings; Mitigation Actions/Projects |
| Western Lakes Fire District | Meetings; Mitigation Actions/Projects |

- The **hazard identification and profiling** in the hazard mitigation plan addresses the following hazards considered to be of paramount importance within Waukesha County and listed in descending order of general risk to the county. It is important to note that the Disaster Mitigation Act of 2000 requires that all “**natural hazards**” be addressed in this plan. Hazard impacts were assessed in six categories: population exposure, catastrophic potential of the hazard, property damages, property exposure, future development trends, and economic potential of the hazard. The probability of occurrence of a hazard is indicated by a probability factor based on the likelihood of a “significant” incident occurring on an annual basis.

| Hazard Event | Probability Factor | Sum of Weighted Impact Factors | Total (Probability x Impact) |
|-----------------------------|--------------------|--------------------------------|------------------------------|
| Flooding | 3 | 28 | 84 |
| Tornadoes and High Winds | 2 | 25 | 50 |
| Winter Storms | 2 | 24 | 48 |
| Thunderstorms | 3 | 15 | 45 |
| Hail | 3 | 13 | 39 |
| Hazardous Materials Release | 2 | 17 | 34 |
| Extreme Cold | 2 | 15 | 30 |
| Utility Failure | 2 | 15 | 30 |
| Lightning | 3 | 9 | 27 |

| | | | |
|--|---|----|----|
| Earthquakes | 1 | 24 | 24 |
| Droughts and Dust Storms | 2 | 10 | 20 |
| Extreme Heat | 2 | 10 | 20 |
| Dam Failure | 1 | 16 | 16 |
| Forest and Wildfires | 1 | 13 | 13 |
| Political Hazard (Terrorism & Civil Disturbance) | 1 | 13 | 13 |
| Fog | 2 | 6 | 12 |
| Rail Transportation Incident | 1 | 11 | 11 |

- One of the bedrock principles of emergency management is to approach issues from an all-hazards perspective. The planning committee used the all hazards approach to identify **mitigation goals** for the county and all of its municipalities. The purpose of the hazard mitigation plan is to identify hazard areas, assess the risks, analyze the potential for mitigation and recommend mitigation strategies, where appropriate. Potential mitigation projects will be reviewed using criteria that stress the intrinsic value of the increased safety for people and property in relation to the monetary costs to achieve this (i.e., a cost-benefit analysis). With that in mind, the planning goals for this entire plan, as determined by the mitigation planning committee are:

| MITIGATION GOALS |
|---|
| <p>1. To preserve life and minimize the potential for injuries or death.</p> <ul style="list-style-type: none"> • Identify natural and manmade hazards that threaten life in Waukesha County. |
| <p>2. To preserve and enhance the quality of life throughout Waukesha County by identifying potential property damage risks and recommending appropriate mitigation strategies to minimize potential property damage.</p> <ul style="list-style-type: none"> • Implement programs and projects that assist in protecting lives by making homes, businesses, essential facilities, critical infrastructure, and other property more resistant to losses from all hazards. • Improve hazard assessment information to make recommendations for discouraging new development and encouraging preventive measures for existing development in areas vulnerable to natural hazards. • Protect life and property by implementing state-of-the-art standards, codes and construction procedures. |
| <p>3. To promote countywide coordination, planning, and training that avoids transferring the risk from one community to an adjacent community, where appropriate.</p> <ul style="list-style-type: none"> • Continue developing and strengthening inter-jurisdictional coordination and cooperation in the area of emergency services. • Continue to support and develop comprehensive mutual aid agreements. • Continue providing county and municipal emergency services with training and equipment to address all identified hazards. |
| <p>4. To identify potential funding sources for mitigation projects and form the basis for FEMA project grant applications.</p> |
| <p>5. Increase public awareness</p> |

- Increase public awareness of existing threats and the means to reduce these threats by conducting educational and outreach programs to all the various community groups in the county.
 - Provide informational items, partnership opportunities and funding resource information to assist in implementing mitigation activities.
- The heart of the mitigation plan is the **mitigation strategy**, which serves as the long-term blueprint for reducing the potential losses identified in the risk assessment. The mitigation strategy describes how the county will accomplish the overall purpose, or mission, of the planning process. In this plan, **mitigation actions/projects** were updated/amended, identified, evaluated, and prioritized.
 - A total of **209** mitigation projects were identified for Waukesha County and participating jurisdictions.
 - **113** new mitigation projects were identified as part of this update.