

**176<sup>th</sup> BOARD YEAR**

**LEGISLATIVE ITEMS RECEIVED FOR COMMITTEE REFERRAL**

File No.	Rec/Ref:	To:	Title
176-O-034	06/02/21 06/03/21	HS FI	ORD: Modify The Department Of Health And Human Services 2021 Budget To Accept The Urban Black And Hispanic Grant Funding And Appropriate Additional Expenditures
176-O-035	06/02/21 06/03/21	HS HR FI	ORD: Create 2.00 Regular Full Time Principal Information Technology Professional Positions And Abolish 2.00 Regular Full Time Senior Information Technology Professional Positions In The Department Of Health And Human Services
176-O-036	07/07/21 07/08/21	LU	ORD: Vacation And Transfer Of County Ownership Of Bradon Preserve Outlot 2 And Outlot 3 To The City Of Brookfield
176-O-037	07/07/21 07/08/21	LU	ORD: Year 2021 Amendment To The Comprehensive Development Plan For Waukesha County (1B – Kaerek_Riteway Bus, LLC, Section 2, T8N, R19E, Town Of Lisbon)
176-O-038	07/07/21 07/08/21	LU	ORD: Year 2021 Amendment To The Comprehensive Development Plan For Waukesha County (2B – Garvens, Section 31, T8N, R17E, Town Of Oconomowoc)
176-O-039	07/07/21 07/08/21	LU	ORD: Year 2021 Amendment To The Comprehensive Development Plan For Waukesha County (4A – Janssen_TKS Corp, Section 35, T6N, R18E, Town Of Genesee)
176-R-003	07/07/21 07/08/21	LU	RES: Acceptance Of The Comprehensive Economic Development Strategy (CEDs) For Southeastern Wisconsin: 2021 - 2025
176-O-040	07/07/21 07/08/21	LU FI	ORD: Amend The 2021 MRF Budget To Increase Expenditures For A Portion Of One Time Costs Associated With A New Eddy Current
176-O-041	07/07/21 07/08/21	PW	ORD: Modify Speed Zone On County Trunk Highway KF Between Lindsay Road And 845 Feet South Of CTH JK
176-O-042	07/07/21 07/08/21	PW FI	ORD: Modify 2021 Budget And Approve Contingency Fund Transfer For Building Improvement Plan
176-A-013	07/07/21 07/08/21	EX	APPT: Richard Bayer to the Board of Adjustment
176-A-014	07/07/21 07/08/21	EX	APPT: Stephen Schmidt to the Board of Adjustment
176-A-015	07/07/21 07/08/21	EX	APPT: James Siepman to the Park & Planning Commission
176-O-043	07/07/21 07/08/21	EX PW FI	ORD: Amend 2021-2025 Capital Plan To Defund Capital Project #201613 CTH D, Moraine Hills Drive Intersection And Modify 2021 Capital Projects Budget
176-O-044	07/07/21 07/08/21	EX HS FI	ORD: Modify The 2021-2025 Capital Plan And 2021 Capital Project Budget To Modify Scope For Capital Project #202014 HHS Electronic Medical Record Module Improvements And Retitle Project To HHS Technology System Enhancements
176-O-045	07/07/21 07/08/21	JU FI	ORD: Modify The Emergency Preparedness 2021 Budget To Accept State Of Wisconsin Telephonic-Assisted Cardiopulmonary Resuscitation Program Funding And Appropriate Grant Revenues And Expenditures
176-O-046	07/07/21 07/08/21	HS	ORD: Reauthorize The Use Of The Secure And Non-Secure Detention Facilities For Short-Term Detention

**176<sup>th</sup> BOARD YEAR**

**LEGISLATIVE ITEMS RECEIVED FOR COMMITTEE REFERRAL**

File No.	Rec/Ref:	To:	Title
176-O-047	07/07/21 07/08/21	HS HR FI	ORD: Authorize The Department Of Health And Human Services To Cease Juvenile Secure Detention Operations At The Juvenile Center; Create, Abolish, And Reclassify Positions To Continue Services Through A Contracted Solution; And Modify The 2021 Non-Departmental Budget
176-O-048	07/07/21 07/08/21	FI HR	ORD: Modify 2021 Budget To Accept The US Department Of Treasury American Rescue Plan Act Grant Through The Coronavirus State And Local Fiscal Recovery Funds Program, Create The Special Purpose Grant Fund, And Create 1.0 FTE Senior Financial Analyst Position
176-O-049	07/08/21 07/08/21	PW FI	ORD: Approve Lease With Capital Flight, LLC To Become A Multiple Services Aeronautical Service Provider At Waukesha County Airport

1 VACATION AND TRANSFER OF COUNTY OWNERSHIP OF BRADON PRESERVE  
2 OUTLOT 2 AND OUTLOT 3 TO THE CITY OF BROOKFIELD  
3  
4

5 WHEREAS, Waukesha County, for recreational trail and park purposes, received through plat  
6 dedication Outlot 2 and Outlot 3 of Bradon Preserve Subdivision in the City of Brookfield in  
7 Section 32, T8N, R20E, and recorded with the Register of Deeds as document number 3358782  
8 on February 2, 2006; and  
9

10 WHEREAS, Outlot 2 and Outlot 3 have remained in an undeveloped and unimproved state, and  
11 have not been used or improved as a street, road, other public way, public square, park or  
12 playground; and  
13

14 WHEREAS, the City of Brookfield is interested in acquiring Outlot 2 and Outlot 3 and currently  
15 owns the adjacent land directly to the east for a public park and are proposed for land  
16 ownership of the adjacent land directly to the west according to the adopted Park and Open  
17 Space Plan as incorporated into the Waukesha County Development Plan; and  
18

19 WHEREAS, existing City of Brookfield zoning regulations protect and preserve the wetlands  
20 contained within Outlot 2 and Outlot 3; and  
21

22 WHEREAS, Waukesha County is willing to transfer Outlot 2 and Outlot 3 to the City of  
23 Brookfield, but in order to do so it must first vacate the dedication conditions on Outlot 2 and  
24 Outlot 3, which were dedicated to the County for recreational trail and park purposes, from the  
25 plat; and  
26

27 WHEREAS, upon transfer, the City of Brookfield agrees to grant Waukesha County an easement  
28 for future recreational trail purposes in Outlot 2; and  
29

30 WHEREAS, to accomplish the vacation and ultimate transfer it is necessary for the County to file  
31 a petition in Waukesha County Circuit Court in accordance with the requirements of Chapter  
32 236 of the Wisconsin Statutes.  
33

34 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that  
35 Waukesha County is authorized to petition the Circuit Court of Waukesha County to vacate  
36 the dedication conditions on Outlot 2 and Outlot 3 of the Bradon Preserve Subdivision Plat.  
37

38 BE IT FURTHER ORDAINED that upon vacation of the dedication conditions on Outlot 2 and  
39 Outlot 3, the Waukesha County Department of Parks and Land Use and Corporation Counsel  
40 are authorized to take all necessary action to deed Outlot 2 and Outlot 3 to the City of  
41 Brookfield.  
42

43 BE IT FURTHER ORDAINED that, as a condition of the transfer, the City of Brookfield shall, at its  
44 own expense, provide Waukesha County with the necessary boundary survey and legal  
45 description for Outlot 2 and Outlot 3.



Outlet 2 - 1.5806

Outlet 3 - 56.6115

K

W LISBON RD

LISBON RD

K

Village of Mesquonnet Falls

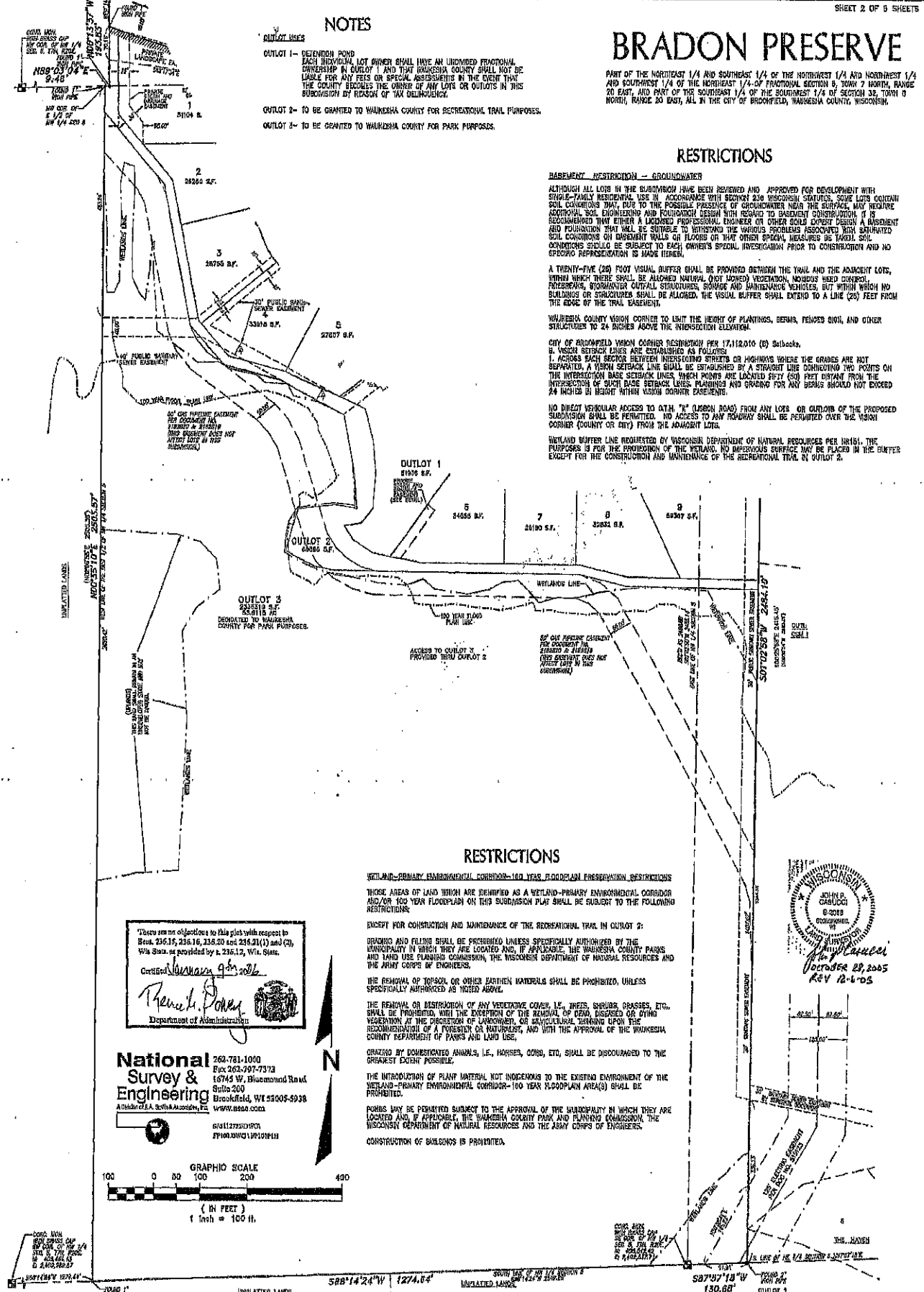
CITY OF BROOKFIELD

Vegetation Survey Point

Reference: LU 2

File Number: 176-0-036

Page



### NOTES

- OUTLOT USES**
- OUTLOT 1 - DEFENDON POND EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDED FRACTIONAL OWNERSHIP IN OUTLOT 1 AND THAT WAUKESHA COUNTY SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL ASSESSMENTS IN THE EVENT THAT THE COUNTY BECOMES THE OWNER OF ANY LOTS OR OUTLOTS IN THIS SUBDIVISION BY REASON OF TAX DELINQUENCY.
  - OUTLOT 2 - TO BE GRANTED TO WAUKESHA COUNTY FOR RECREATIONAL TRAIL PURPOSES.
  - OUTLOT 3 - TO BE GRANTED TO WAUKESHA COUNTY FOR PARK PURPOSES.

# BRADON PRESERVE

PART OF THE NORTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4-OF FRACTIONAL SECTION 6, TOWN 7 NORTH, RANGE 20 EAST, AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 38, TOWN 8 NORTH, RANGE 20 EAST, ALL IN THE CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.

### RESTRICTIONS

**BASEMENT RESTRICTION - GROUNDWATER**

ALTHOUGH ALL LOTS IN THE SUBDIVISION HAVE BEEN REVIEWED AND APPROVED FOR DEVELOPMENT WITH SINGLE-FAMILY RESIDENTIAL USE IN ACCORDANCE WITH SECTION 239 WISCONSIN STATUTES, SOME LOTS CONTAIN SOIL CONDITIONS THAT DUE TO THE POSSIBLE PRESENCE OF GROUNDWATER NEAR THE SURFACE, MAY REQUIRE ADDITIONAL SOIL ENGINEERING AND FOUNDATION DESIGN WITH REGARD TO BASEMENT CONSTRUCTION. IT IS RECOMMENDED THAT EITHER A LICENSED PROFESSIONAL ENGINEER OR OTHER SOLE EXPERT DESIGN A BASEMENT AND FOUNDATION THAT WILL BE SUITABLE TO WITHSTAND THE VARIOUS PROBLEMS ASSOCIATED WITH SATURATED SOIL CONDITIONS ON IMPROVED WALLS OR FLOORS OR THAT OTHER SPECIAL MEASURES AS WELL. SOIL CONDITIONS SHOULD BE SUBJECT TO EACH OWNER'S SPECIAL INVESTIGATION PRIOR TO CONSTRUCTION AND NO SPECIAL REPRESENTATION IS MADE HEREIN.

A TWENTY-FIVE (25) FOOT VISUAL BUFFER SHALL BE PROVIDED BETWEEN THE TRAIL AND THE ADJACENT LOTS, WITHIN WHICH THERE SHALL BE ALLOWED NATURAL (NOT MOWN) VEGETATION, MOUNDUS BIRD CONTROL, FENCELESS, UNIMPROVED OUTCUT STRUCTURES, STORAGE AND MAINTENANCE VEHICLES, BUT WITHIN WHICH NO BUILDINGS OR STRUCTURES SHALL BE ALLOWED. THE VISUAL BUFFER SHALL EXTEND TO A LINE (20) FEET FROM THE EDGE OF THE TRAIL EASEMENT.

WAUKESHA COUNTY VISION CORNER TO LIMIT THE HEIGHT OF PLANTINGS, BERMS, FENCED DIGIT, AND OTHER STRUCTURES TO 24 INCHES ABOVE THE INTERSECTION ELEVATION.

CITY OF BROOKFIELD VISION CORNER RESTRICTION PER 17.112.010 (D) Sidbecks.

5. VISION SETBACK LINES ARE ESTABLISHED AS FOLLOWS:

1. ACROSS EACH SECTOR BETWEEN INTERSECTING STREETS OR HIGHWAYS WHERE THE GRADES ARE NOT SEPARATED, A VISION SETBACK LINE SHALL BE ESTABLISHED BY A STRAIGHT LINE CONNECTING TWO POINTS ON THE INTERSECTION BASE SETBACK LINES. THESE POINTS ARE TO BE 25 FEET (50) FEET DISTANT FROM THE INTERSECTION OF SUCH BASE SETBACK LINES. PLANTINGS AND GRADING FOR ANY BERMS SHOULD NOT EXCEED 24 INCHES IN HEIGHT WITHIN VISION CORNER EASEMENTS.

NO DIRECT VEHICULAR ACCESS TO OATH, "A" (LIZBEN ROAD) FROM ANY LOTS OR OUTLOTS OF THE PROPOSED SUBDIVISION SHALL BE PERMITTED. NO ACCESS TO ANY ROADWAY SHALL BE PERMITTED OVER THE VISION CORNER (COUNTY OR CITY) FROM THE ADJACENT LOTS.

WETLAND BUFFER LINE REQUESTED BY WISCONSIN DEPARTMENT OF NATURAL RESOURCES PER 19161. THE PURPOSES IS FOR THE PROTECTION OF THE WETLAND. NO IMPROVED SURFACE MAY BE PLACED IN THE BUFFER EXCEPT FOR THE CONSTRUCTION AND MAINTENANCE OF THE RECREATIONAL TRAIL OF OUTLOT 2.

### RESTRICTIONS

**WETLAND-PRIMARY ENVIRONMENTAL CORRIDOR-100 YEAR FLOODPLAIN PRESERVATION RESTRICTIONS**

THOSE AREAS OF LAND WHICH ARE IDENTIFIED AS A WETLAND-PRIMARY ENVIRONMENTAL CORRIDOR AND/OR 100 YEAR FLOODPLAIN ON THIS SUBDIVISION PLAN SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

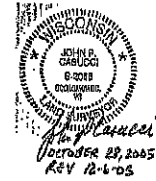
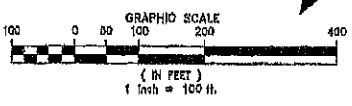
EXCEPT FOR CONSTRUCTION AND MAINTENANCE OF THE RECREATIONAL TRAIL IN OUTLOT 2:

- GRADING AND FILLING SHALL BE PROHIBITED UNLESS SPECIFICALLY AUTHORIZED BY THE MUNICIPALITY IN WHICH THEY ARE LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY PARKS AND LAND USE PLANNING COMMISSION, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
- THE REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS SHALL BE PROHIBITED, UNLESS SPECIFICALLY AUTHORIZED AS NOTED ABOVE.
- THE REMOVAL OR DESTRUCTION OF ANY VEGETATIVE COVER, I.E. TREES, SHRUBS, GRASSES, ETC., SHALL BE PROHIBITED, WITH THE EXCEPTION OF THE REMOVAL OF DEAD, DISEASED OR DYING VEGETATION AT THE DISCRETION OF LANDOWNER, OR SILVICULTURAL THINNING UPON THE RECOMMENDATION OF A FORESTER OR NATURALIST, AND WITH THE APPROVAL OF THE WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE.
- GRAZING BY DOMESTICATED ANIMALS, I.E. HORSES, COWS, ETC., SHALL BE DISCOURAGED TO THE GREATEST EXTENT POSSIBLE.
- THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT OF THE WETLAND-PRIMARY ENVIRONMENTAL CORRIDOR-100 YEAR FLOODPLAIN AREA(S) SHALL BE PROHIBITED.
- FORDS MAY BE PERMITTED SUBJECT TO THE APPROVAL OF THE MUNICIPALITY IN WHICH THEY ARE LOCATED AND, IF APPLICABLE, THE WAUKESHA COUNTY PARK AND PLANNING COMMISSION, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS.
- CONSTRUCTION OF BUILDINGS IS PROHIBITED.

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

*Richard J. Posen*  
 Department of Administration

**National Survey & Engineering**  
 260-781-1000  
 Fax: 262-997-7373  
 10746 W. Bluemound Road  
 Suite 200  
 Brookfield, WI 53005-5938  
 www.nseco.com  
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 07/08/2005 10:01:11





YEAR 2021 AMENDMENT TO THE COMPREHENSIVE DEVELOPMENT PLAN FOR WAUKESHA COUNTY (1B – KAEREK\_RITWAY BUS, LLC, SECTION 2, T8N, R19E, TOWN OF LISBON)

1 WHEREAS, on February 24, 2009, the Waukesha County Board of Supervisors in Enrolled  
2 Ordinance No 163-81 approved a Comprehensive Development Plan for Waukesha County; and  
3

4 WHEREAS, said Comprehensive Development Plan for Waukesha County provides for annual  
5 update and amendment procedures; and  
6

7 WHEREAS, on May 20, 2021, the Waukesha County Park and Planning Commission held a Public  
8 Hearing to receive testimony on proposed changes to the Comprehensive Development Plan  
9 for Waukesha County; and  
10

11 WHEREAS, the staff has identified in a “Staff Report and Recommendation” dated June 17,  
12 2021, a summary of the Public Hearing comments and a Staff Recommendation for the  
13 proposed change to the Comprehensive Development Plan for Waukesha County; and  
14

15 WHEREAS, the “Staff Report and Recommendation” has been reviewed by the Waukesha  
16 County Park and Planning Commission on June 17, 2021, and a recommendation was reported  
17 to the Land Use, Parks and Environment Committee and the Waukesha County Board of  
18 Supervisors as required in the Comprehensive Development Plan for Waukesha County.  
19

20 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the  
21 following amendment is hereby approved to the Year 2035 Comprehensive Development Plan  
22 for Waukesha County.  
23

24 1. In the Town of Lisbon, the following request is being made:  
25

- 26 B. **Mike Kaerek, Kaerek Homes, Inc.**, 11600 W. Lincoln Avenue, West Allis, WI 53227,  
27 representing property owned by Riteway Bus, LLC, W201 N13900 Fond Du Lac  
28 Avenue, Richfield, WI 53076, requests property located in part of the W ½ and  
29 NW ¼ of Section 2, T8N, R19E, Town of Lisbon (Tax Key No. LSBT 0150.997), more  
30 specifically, the property is located at N95 W23759 County Line Road, be amended  
31 from the Rural Density and Other Agricultural Land category (5.0 to 34.9 acres of  
32 area per dwelling unit or equivalent density) and Other Open Lands to be  
33 Preserved category to the Suburban I Density Residential category (1.5 to 2.9 acres  
34 of area per dwelling unit), in order to allow for a residential subdivision.  
35

36 The request is approved subject to the following conditions:  
37

- 38 1. The Other Open Lands to be Preserved designation shall remain for those areas mapped  
39 as having hydric inclusion soils until such time as soils analysis demonstrates that future  
40 basement floor elevations will be a minimum of one foot higher than estimated seasonal  
41 high groundwater. Any lands with hydric soils, (estimated groundwater less than one foot

42 from the ground surface) shall remain in the Other Open Lands to be Preserved category  
43 unless a professional soil scientist determines that the soils are mis-mapped.  
44

45 2. The number of dwelling units within the future subdivision shall not exceed 19, as  
46 proposed.  
47

48 BE IT FURTHER ORDAINED that a more detailed description and map of the aforementioned  
49 amendment is on file in the office of the Waukesha County Department of Parks and Land Use.  
50

51 BE IT FURTHER ORDAINED that the Waukesha County Clerk shall file a certified copy of this  
52 Ordinance with the Town Clerk of Lisbon.



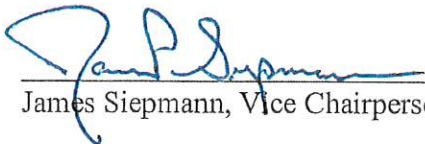
**COMMISSION ACTION**

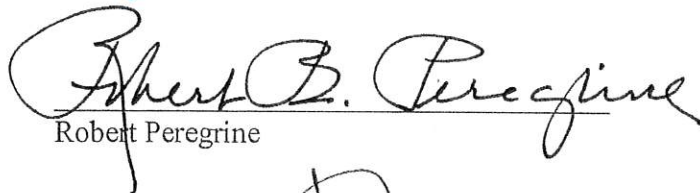
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance entitled "Year 2021 Amendment to the Comprehensive Development Plan for Waukesha County, (1B – Kaerek\_Riteway Bus), Section 2, T8N, R19E, Town of Lisbon) hereby recommends **approval**.

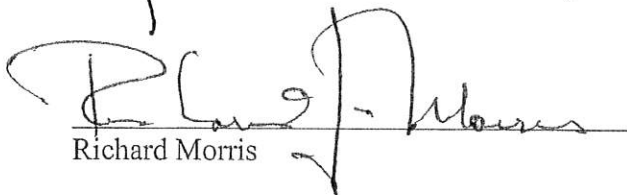
**PARK AND PLANNING COMMISSION**

**June 17, 2021**

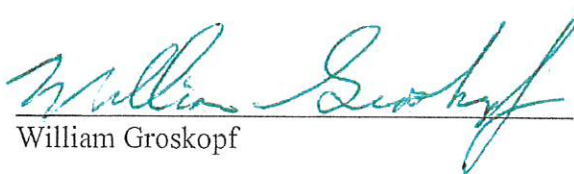
  
\_\_\_\_\_  
William Mitchell, Chairperson

  
\_\_\_\_\_  
James Siepmann, Vice Chairperson

  
\_\_\_\_\_  
Robert Peregrine

  
\_\_\_\_\_  
Richard Morris

*Absent*  
\_\_\_\_\_  
Thomas Michalski

  
\_\_\_\_\_  
William Groskopf

**WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE**  
**STAFF REPORT AND RECOMMENDATION FOR A YEAR 2021 AMENDMENT TO THE**  
**COMPREHENSIVE DEVELOPMENT PLAN FOR WAUKESHA COUNTY**  
**1(B) MIKE KAEREK, MK/S-EP, LLC/RITWAY BUS, TOWN OF LISBON**

**DATE:** June 17, 2021

**PUBLIC HEARING DATE:**

Thursday, May 20, 2021, 1:00 p.m.

**REQUEST:**

1(B) Year 2021 Out of Sequence Amendment to the Comprehensive Development Plan.

*Mike Kaerek, Kaerek Homes, Inc.*, 11600 W. Lincoln Avenue, West Allis, WI 53227, representing property owned by Riteway Bus, LLC, W201 N13900 Fond Du Lac Avenue, Richfield, WI 53076, requests property located in part of the W ½ and NW ¼ of Section 2, T8N, R19E, Town of Lisbon (Tax Key No. LSBT 0150.997), more specifically, the property is located at N95 W23759 County Line Road, be amended from the Rural Density and Other Agricultural Land category (5.0 to 34.9 acres of area per dwelling unit or equivalent density) and Other Open Lands to be Preserved category to the Suburban I Density Residential category (1.5 to 2.9 acres of area per dwelling unit), in order to allow for a residential subdivision.

**EXISTING LAND USE CATEGORY:**

Rural Density and Other Agricultural Land category, Other Open Lands to be Preserved and Primary Environmental Corridor.

**PROPOSED LAND USE CATEGORY:**

Suburban I Density Residential (Primary Environmental Corridor to remain unchanged).

**PUBLIC REACTION:**

None.

**TOWN ACTION:**

On January 14, 2021, the Town of Lisbon Plan Commission unanimously approved the request to amend the Town of Lisbon Land Use Plan maps from the Rural Density and Other Agricultural Land and Other Open Lands to be Preserved categories to the Suburban I Density Residential category, with a recommendation to the Town Board of the same.

On January 25, 2021, the Town Board unanimously approved the request to amend the Town of Lisbon Land Use Plan maps from the Rural Density and Other Agricultural Land and Other Open Lands to be Preserved categories to the Suburban I Density Residential category.

**STAFF ANALYSIS:**

The subject property is located on the Waukesha-Washington County line and is approximately 41.5 acres with most of the land being cultivated for farm use. The terrain is quite flat. There is a small area of wetland in the northwest part of the property. There is a single family subdivision to the east, a few rural residences to the north and agricultural uses to the south and west. Future plan designations are also mixed, with residential uses shown to the east and rural use planned for the few nearby parcels to the west.

The amendment request is being made to facilitate development of the land as a single family subdivision. The existing rural designation would allow approximately 9 lots, whereas the SDR category would provide for a maximum of 27 lots. The proposal would fit well within the category limits with a 19-lot layout being planned (see Exhibit A). The wetlands would be contained within

in outlot. All lots would be at least one acre in size. Access to the proposed subdivision would be provided from North Road to the west and Hyde Park Drive to the east. A right of way would also be stubbed to the undeveloped lands to the south.

Areas in the Other Open Lands to be Preserved category contain areas with estimated seasonal high groundwater near the ground surface. The Land Resources Division has detailed standards for how soil testing must be accomplished to keep future basements from experiencing flooding problems.

**STAFF RECOMMENDATION:**

It is the opinion of the Planning and Zoning Division Staff that this request be **approved** subject to the following conditions:

1. The Other Open Lands to be Preserved designation shall remain for those areas mapped as having hydric inclusion soils until such time as soils analysis demonstrates that future basement floor elevations will be a minimum of one foot higher than estimated seasonal high groundwater. Any lands with hydric soils, (estimated groundwater less than one foot from the ground surface) shall remain in the Other Open Lands to be Preserved category unless a professional soil scientist determines that the soils are mis-mapped.
2. The number of dwelling units within the future subdivision shall not exceed 19, as proposed.

The proposed category is a good transitional fit with more rural uses planned to the west and more typical single family development to the east.

Respectfully submitted,

*Jason Fruth*

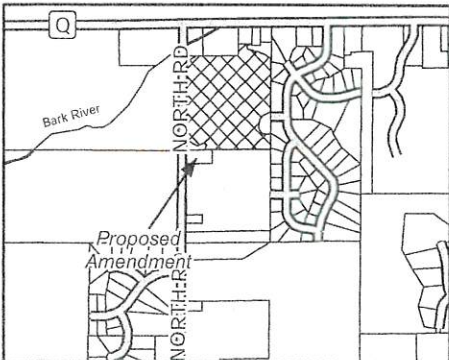
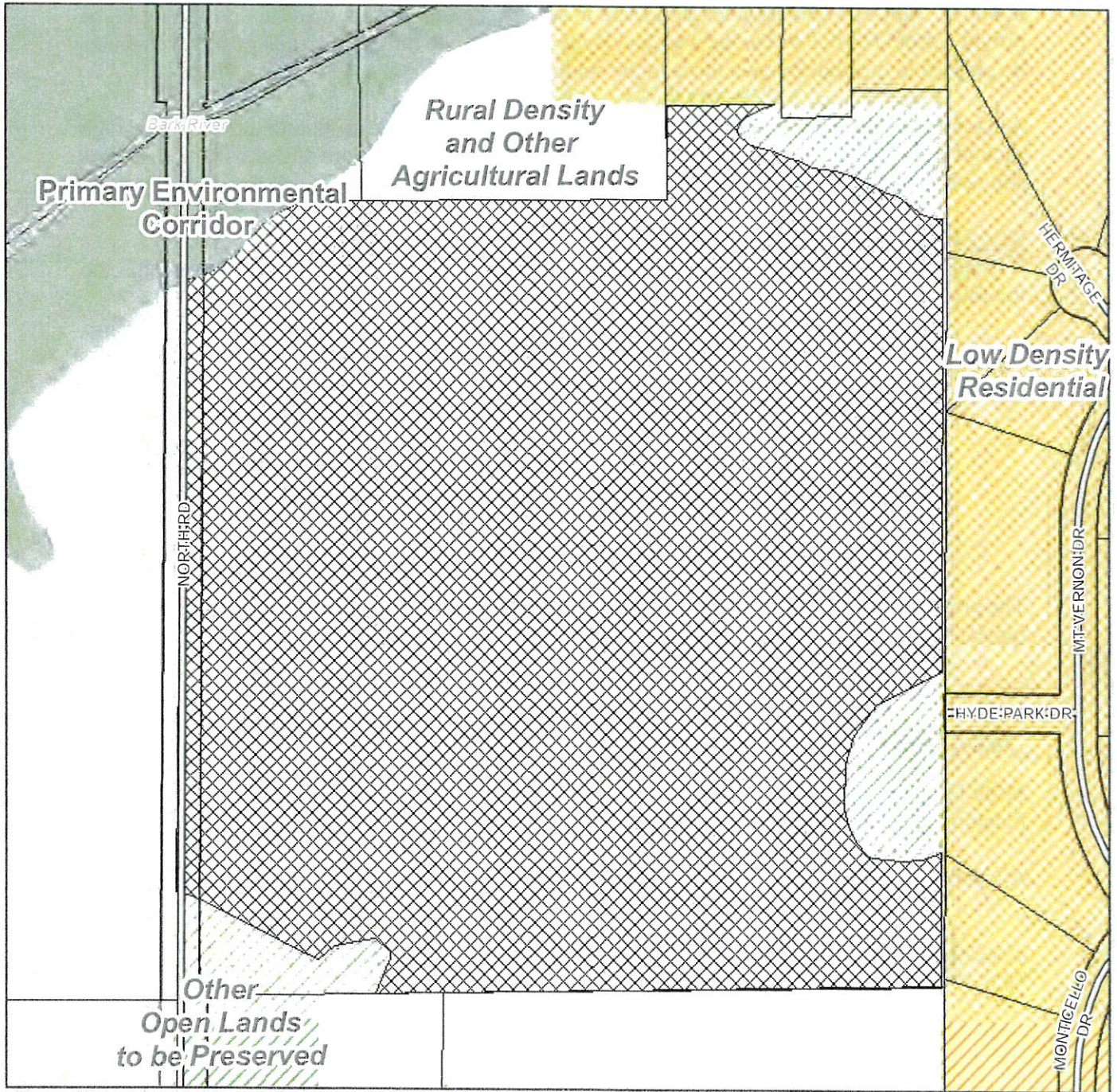
Jason Fruth  
Planning & Zoning Manager

Attachments: Amendment Map, Exhibit A

N:\PRKANDLU\Planning and Zoning\Waukesha County Land Development Plan\STAFF REPORT AND RECOMMENDATION\2021\1B  
Kaerek\_Riteway Bus Ist.doc

# DEVELOPMENT PLAN AMENDMENT

PART OF SECTION 2,  
TOWN OF LISBON



 COUNTY DEVELOPMENT PLAN AMENDMENT FROM RURAL DENSITY AND OTHER AGRICULTURAL LANDS TO SUBURBAN I DENSITY RESIDENTIAL

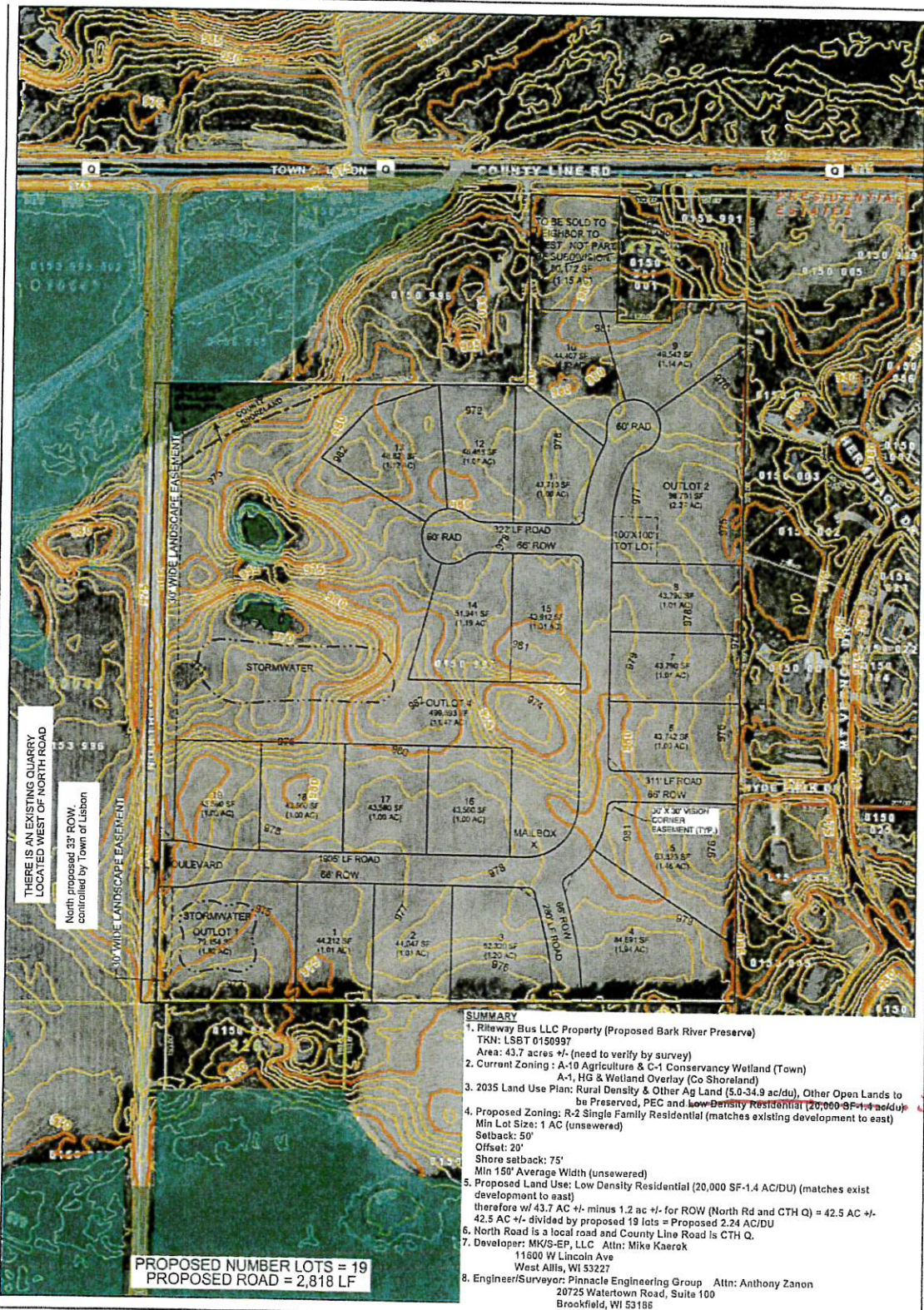
PETITIONER.....Mike Kaerek  
 DATE OF PUBLIC HEARING.....06/17/21  
 AREA OF CHANGE.....38.9 ACRES



Prepared by the Waukesha County Department of Parks and Land Use

# EXHIBIT "A"

## Waukesha County GIS Map



THERE IS AN EXISTING QUARRY LOCATED WEST OF NORTH ROAD North proposed 35' ROW controlled by Town of Lisbon

PROPOSED NUMBER LOTS = 19  
PROPOSED ROAD = 2,818 LF

0 200.00 Feet

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.



Notes: CONCEPT PLAN  
BARK RIVER PRESERVE  
REV DECEMBER 21, 2020  
PEG # 1778.00A-WI

Printed: 8/15/2019

YEAR 2021 AMENDMENT TO THE COMPREHENSIVE DEVELOPMENT PLAN FOR WAUKESHA COUNTY (2B – GARVENS, SECTION 31, T8N, R17E, TOWN OF OCONOMOWOC)

1 WHEREAS, on February 24, 2009, the Waukesha County Board of Supervisors in Enrolled  
2 Ordinance No 163-81 approved a Comprehensive Development Plan for Waukesha County; and  
3

4 WHEREAS, said Comprehensive Development Plan for Waukesha County provides for annual  
5 update and amendment procedures; and  
6

7 WHEREAS, on February 25, 2021, the Waukesha County Park and Planning Commission held a  
8 Public Hearing to receive testimony on proposed changes to the Comprehensive Development  
9 Plan for Waukesha County; and  
10

11 WHEREAS, the staff has identified in a "Staff Report and Recommendation" dated June 17,  
12 2021, a summary of the Public Hearing comments and a Staff Recommendation for the  
13 proposed change to the Comprehensive Development Plan for Waukesha County; and  
14

15 WHEREAS, the "Staff Report and Recommendation" has been reviewed by the Waukesha  
16 County Park and Planning Commission on June 17, 2021, and a recommendation was reported  
17 to the Land Use, Parks and Environment Committee and the Waukesha County Board of  
18 Supervisors as required in the Comprehensive Development Plan for Waukesha County.  
19

20 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the  
21 following amendment is hereby approved to the Year 2035 Comprehensive Development Plan  
22 for Waukesha County.  
23

24 2. In the Town of Oconomowoc, the following requests are being made:  
25

- 26 B. *Joe and Sherry Garvens*, W394N5298 Reddelein Road, Oconomowoc, WI 53066,  
27 request property located in part of the W ½ and the NE ¼ of Section 31, T8N,  
28 R17E, Town of Oconomowoc (Tax Key No. OCOT 0553.987), be amended from  
29 the Low Density Residential category (20,000 sq. ft. to 1.4 acres of area per  
30 dwelling unit) to the Mixed Use category to allow a commercial heating and  
31 cooling business.  
32

33 The request is approved subject to the following condition:  
34

- 35 1. Permissible uses are limited to residential and service oriented businesses. Retail uses  
36 are not permitted.  
37

38 BE IT FURTHER ORDAINED that a more detailed description and map of the aforementioned  
39 amendment is on file in the office of the Waukesha County Department of Parks and Land Use.  
40

41 BE IT FURTHER ORDAINED that the Waukesha County Clerk shall file a certified copy of this  
42 Ordinance with the Town Clerk of Oconomowoc.

**COMMISSION ACTION**

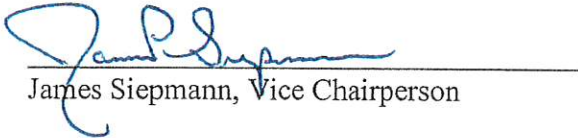
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance entitled "Year 2021 Amendment to the Comprehensive Development Plan for Waukesha County, (2B – Garvens), Section 31, T8N, R17E, Town of Oconomowoc) hereby recommends approval.

**PARK AND PLANNING COMMISSION**

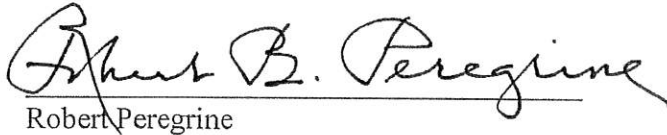
**June 17, 2021**



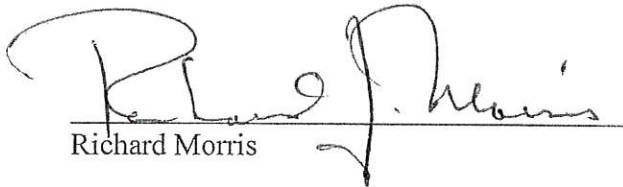
William Mitchell, Chairperson



James Siepmann, Vice Chairperson



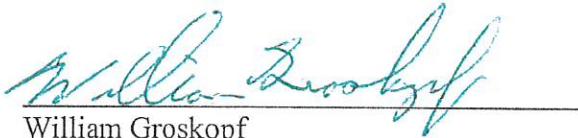
Robert Peregrine



Richard Morris

*Absent*

Thomas Michalski



William Groskopf

**WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE**  
**STAFF REPORT AND RECOMMENDATION FOR A YEAR 2021 AMENDMENT TO THE**  
**COMPREHENSIVE DEVELOPMENT PLAN FOR WAUKESHA COUNTY**  
**2(B) JOE AND SHERRY GARVENS, TOWN OF OCONOMOWOC**

**DATE:** June 17, 2021

**PUBLIC HEARING DATE:**  
Thursday, February 25, 2021, 1:00 p.m.

**REQUEST:**  
2(B) Year 2021 amendment to the Comprehensive Development Plan.

*Joe and Sherry Garvens*, W394N5298 Reddelein Road, Oconomowoc, WI 53066, request property located in part of the W ½ and the NE ¼ of Section 31, T8N, R17E, Town of Oconomowoc (Tax Key No. OCOT 0553.987), be amended from the Low Density Residential category (20,000 sq. ft. to 1.4 acres of area per dwelling unit) to the Mixed Use category to allow a commercial heating and cooling business.

**EXISTING LAND USE CATEGORY:**  
Low-Density Residential category.

**PROPOSED LAND USE CATEGORY:**  
Mixed-Use category.

**PUBLIC REACTION:**  
Mr. Herro indicated he is the president of the nearby owner's association and is very familiar with the property in question. They own the 100 acres north of the site and have been developing it slowly. He stated they spent hundreds of thousands of dollars to bring in fill to the property north of the railroad tracks due to soil conditions. The Garvin's property is lower and wetter than their property. He added that the site is not conducive for a residential use and they are not opposed to the Garven's continuing the heating and cooling business on the property. In addition, this area has been used for business in the past (Mark's Country Market) and is not exempt from any business use. The City of Oconomowoc Parks and Recreation Department has brought in fill, bark and heavy equipment for the property to the north and the area is seeing more industrial type traffic.

**TOWN ACTION:**  
On April 20, 2021, the Town of Oconomowoc Plan Commission approved the request to amend the Town of Oconomowoc Land Use Plan maps from the Low-Density Residential category to the Mixed-Use category, with a recommendation to the Town Board of the same.

On May 17, 2021, the Town Board approved the request to amend the Town of Oconomowoc Land Use Plan maps from the Low-Density Residential category to the Mixed-Use category.

**STAFF ANALYSIS:**  
The subject property is located on the east side of Reddelien Rd, just south of the Canadian Pacific Railroad, on the border of the Town of Oconomowoc and the City of Oconomowoc. Across Reddelien Rd. there is a single-family residence that has a Conditional Use Permit (CU-1001) to operate a catering business, outbuildings and cell tower. To the north, opposite the railroad tracks, there is a large parcel which is being developed as a new residential subdivision (Weston Meadows II). The parcel to the southwest of the subject property contains a single-family residence and two outbuildings.



The subject property contains a one-story, 36' x 72' (2,592 SF) pole building. The previous owner was granted a variance by the Waukesha County Board of Adjustment (BA80:140) in 1980 to construct an accessory building without the presence of a principal residence. The Board rendered a decision that the owner was the victim of a zoning change that occurred after the prior owner's purchase of the property. The parcel was rezoned from M-1 Industrial to A-1 Agricultural in the comprehensive zoning change of September 1979. The property was later rezoned to the A-2 Rural Home District. Neither the A-1 nor A-2 districts allow for the business use that is currently being proposed to continue on the site. The petitioner would need to also seek a rezoning of the property if this plan amendment request is ultimately authorized. The Board of Adjustment decision that authorized the building when it was zoned A-1 was subject to three (3) conditions:

1. That there be no outside storage on the property.
2. That the lot be cleaned up and kept in a cleaned-up condition.
3. That the building not be used for human habitation.

In 1996, the owner applied for a Zoning Permit (OC96:060) to add a 17' x 17' addition on the south side of the structure. Later in 1996, Waukesha County received a Zoning complaint (VL-96-OCOT-06) that the owner was operating a car repair business, living in the accessory building, and storing junk on the property. Staff was unable to prove that the owner was operating a business and living in the accessory building. In 1999, a similar complaint was received regarding the operation of a business and human habitation within the accessory building. Staff required that a Deed Restriction be recorded with the Waukesha County Register of Deeds with the following conditions:

1. Human habitation is prohibited in the accessory building.
2. Outside storage on the property is prohibited.
3. The lot shall be kept in a cleaned-up condition at all times.
4. Any type of business or commercial operation is prohibited on the property and within the accessory building.
5. The accessory building shall be used for personal storage and use only.

The Deed Restriction was recorded with the Waukesha County Register of Deeds on March 30, 2000 as Document No. 2549847.

On January 12, 2002, a Warranty Deed, Document No. 2744124 was recorded with the Register of Deeds transferring ownership from Steven Schultz to Joe and Sherry Garvens. Since that time, the owners have been using the property and the accessory building for storage, both personal and commercial, and have been utilizing a portion of the accessory building as a shop and office, unbeknownst to the County. A site plan, including an interior floor plan is attached as Exhibit A. On November 11, 2019 Waukesha County was forwarded a complaint from the Western Lakes Fire Department/Town of Oconomowoc that a business was being run out of the accessory building without the necessary permits. A site inspection was completed on January 13, 2020 in conjunction with the Town Building Inspector, Fire Inspector, and owner. The inspection revealed a dumpster on the roadside of the building as well as numerous empty pallets stacked in front of the building. There is a drop box on the side of the building, which seems to indicate that packages are being delivered to the property. The interior of the building is divided into two parts; the front half is used for storage, and the rear is a shop space with a utility sink and a small office. The petitioners would like to continue to use the accessory building for the operation of their heating and cooling business (Garvens Heating and Cooling, Inc). The applicants have indicated that

activities within the accessory building include bending metal for HVAC systems as well as making assemblies for fire suppression systems. The applicants have stated that they are agreeable to putting up a privacy fence to screen the property from Reddelien Rd.

**STAFF RECOMMENDATION:**

It is the opinion of the Planning and Zoning Division Staff that this request be **approved** subject to the following condition.

1. Permissible uses are limited to residential and service oriented businesses. Retail uses are not permitted.

The amendment would bring the property into a category that would allow for both residential or limited business type use and would allow the petitioners to seek a rezoning to retain the existing heating and cooling business. While the immediately adjacent land uses are residential in nature, the City of Oconomowoc Industrial Park is just east of the subject property, and railroad tracks provide a natural barrier from the residential development to the north and woods provide screening to the south and east. The Mixed Use designation allows for some flexibility and recognizes that the unconventional historic zoning approvals for the site have made exclusive residential use of the site difficult.

Respectfully submitted,

*Jacob Heermans*

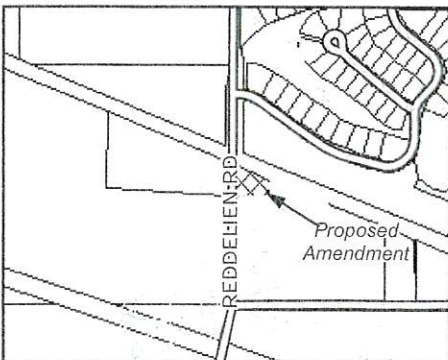
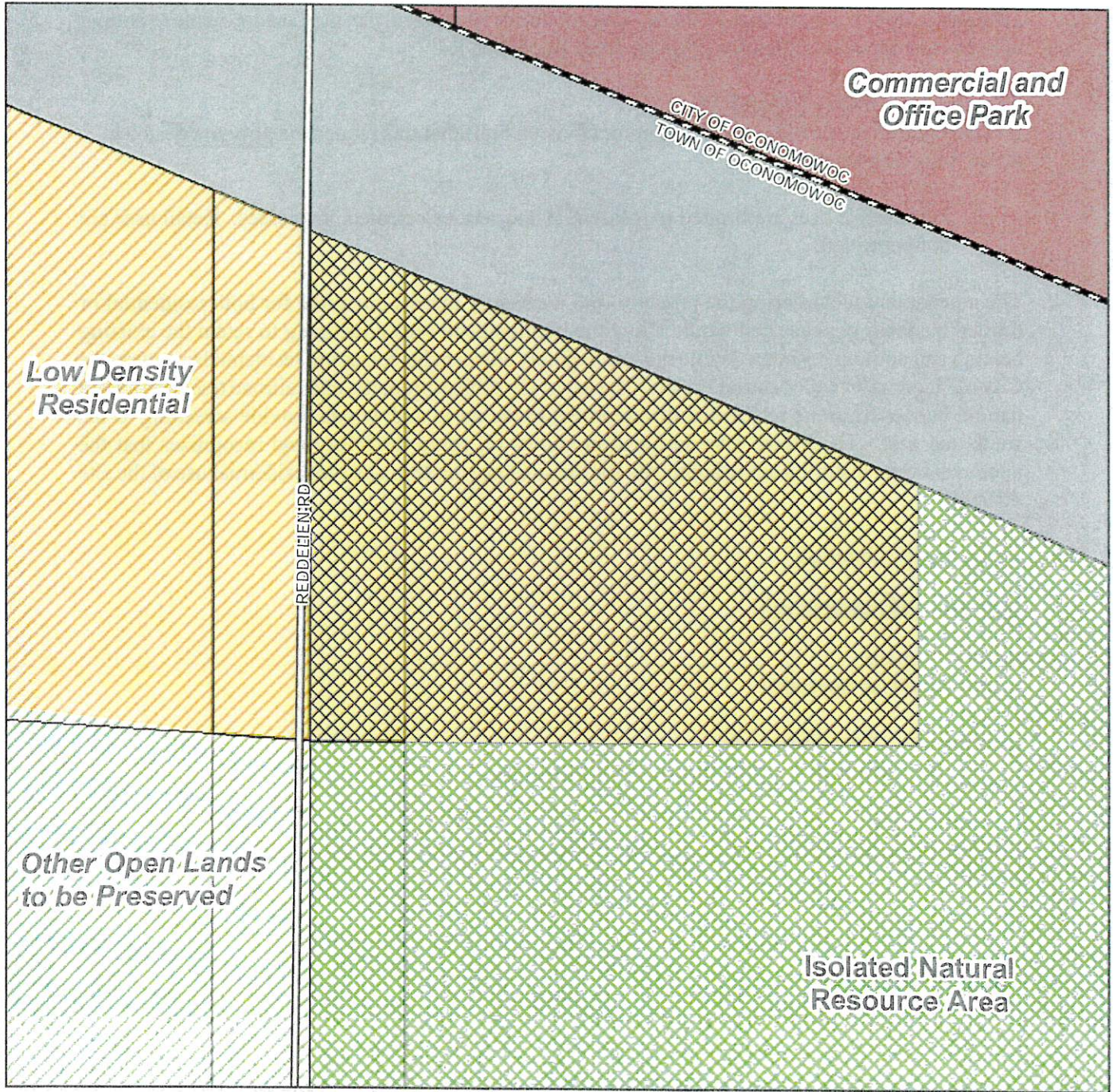
Jacob Heermans  
Senior Land Use Specialist




Attachment: Amendment Map  
Exhibit A – Site Plan/Interior Floor Plan

N:\PRKANDLU\Planning and Zoning\Waukesha County Land Development Plan\STAFF REPORT AND RECOMMENDATION\2021\2B Garvens oct.doc

# DEVELOPMENT PLAN AMENDMENT

PART OF SECTION 31,  
TOWN OF OCONOMOWOC



-  COUNTY DEVELOPMENT PLAN AMENDMENT FROM LOW DENSITY RESIDENTIAL TO MIXED USE
-  ENVIRONMENTAL CORRIDOR
-  WETLANDS

PETITIONER.....Joe and Sherry Garvens  
 DATE OF PUBLIC HEARING.....08/17/21  
 AREA OF CHANGE.....0.6 ACRES



Prepared by the Waukesha County Department of Parks and Land Use

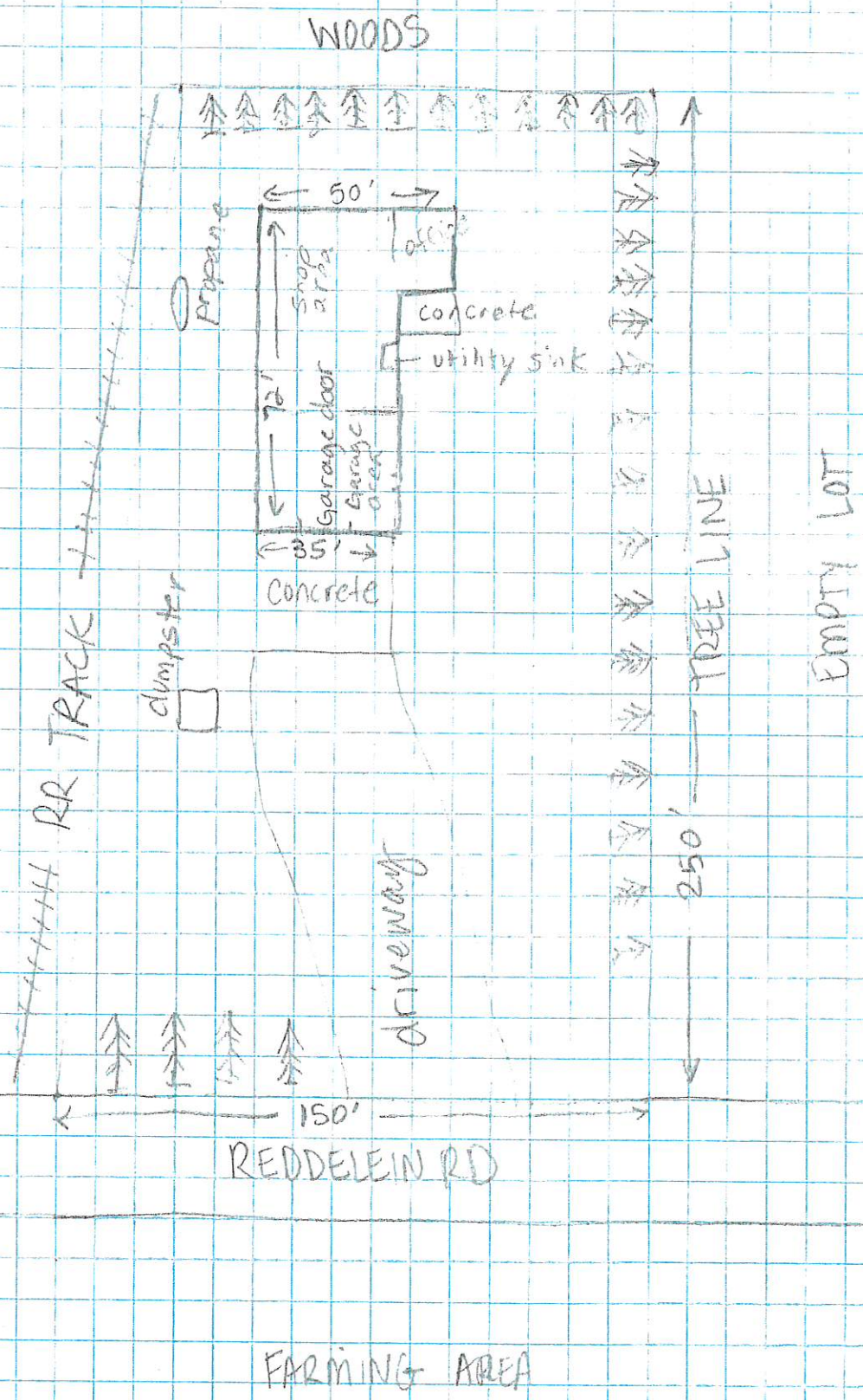
# Exhibit A

## Site Plan & Interior Plan

RECEIVED

MAR 03 2020

DEPT OF PARKS & LAND USE



YEAR 2021 AMENDMENT TO THE COMPREHENSIVE DEVELOPMENT PLAN FOR WAUKESHA COUNTY (4A – JANSSEN\_TKS CORP, SECTION 35, T6N, R18E, TOWN OF GENESEE)

1 WHEREAS, on February 24, 2009, the Waukesha County Board of Supervisors in Enrolled  
2 Ordinance No 163-81, approved a Comprehensive Development Plan for Waukesha County;  
3 and  
4

5 WHEREAS, said Comprehensive Development Plan for Waukesha County provides for annual  
6 update and amendment procedures; and  
7

8 WHEREAS, on May 20, 2021, the Waukesha County Park and Planning Commission held a Public  
9 Hearing to receive testimony on proposed changes to the Comprehensive Development Plan  
10 for Waukesha County; and  
11

12 WHEREAS, the staff has identified in a “Staff Report and Recommendation” dated June 17,  
13 2021, a summary of the Public Hearing comments and a Staff Recommendation for the  
14 proposed change to the Comprehensive Development Plan for Waukesha County; and  
15

16 WHEREAS, the “Staff Report and Recommendation” has been reviewed by the Waukesha  
17 County Park and Planning Commission on June 17, 2021, and a recommendation was reported  
18 to the Land Use, Parks and Environment Committee and the Waukesha County Board of  
19 Supervisors as required in the Comprehensive Development Plan for Waukesha County.  
20

21 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the  
22 following amendment is hereby **approved** to the Year 2035 Comprehensive Development Plan  
23 for Waukesha County.  
24

25 4. In the Town of Genesee, the following request is being made:  
26

- 27 A. **Ryan Janssen**, P.O. Box 486 Mukwonago, WI 53194, representing property owned by  
28 TKS Corporation, 2310 Woodfield Circle, Waukesha, WI 53188, requests property  
29 located in part of the SW ¼, NW ¼ and SE ¼ of Section 35, T6N, R18E, Town of Genesee  
30 (Tax Key No. 1579.999), be amended from the Suburban II Density Residential (3.0 to  
31 4.9 acres of area per dwelling unit) and the Rural Density and Other Agricultural Land  
32 (5.0 to 34.9 acres of area per dwelling unit or equivalent density) categories to the  
33 Suburban I Density Residential category (1.5 to 2.9 acres of area per dwelling unit), in  
34 order to allow for a residential subdivision.  
35

36 The request is approved subject to the following conditions:  
37

- 38 1. The maximum number of lots shall be 16 and the layout shall substantially conform to  
39 the layout attached as Exhibit B.  
40  
41 2. The entire fen that is identified on Exhibit A shall be conserved on an outlot to be owned

42 by a conservancy organization. If no local conservancy organization is prepared to  
43 receive the dedication of the outlot, the outlot shall be subject to a conservation  
44 easement with the beneficiary of the easement being a local conservancy organization  
45 or public entity. The conservancy easement document shall be reviewed and approved  
46 by the Waukesha County Planning and Zoning Division.  
47  
48

49 3. The wetlands on proposed Lots 10 and 11 shall be placed in conservation easement.  
50 The beneficiary of the easement shall be a local land conservancy organization or public  
51 entity. The conservancy easement document shall be reviewed and approved by the  
52 Waukesha County Planning and Zoning Division.  
53

54 4. An open space/natural areas management plan shall be prepared and reviewed and  
55 approved by the town and Waukesha County Planning and Zoning Division prior to  
56 approval of a preliminary plat. The plan shall include a requirement that future lot  
57 owners share in costs to maintain the natural resources on site with a deed restriction  
58 to be recorded against lots to make all lot owners aware of said obligations.  
59

60 5. Building envelopes shall be provided on the plat to exclude areas of Secondary  
61 Environmental Corridor from the buildable area and to ensure preservation of said  
62 areas.  
63

64 BE IT FURTHER ORDAINED that a more detailed description and map of the aforementioned  
65 amendment is on file in the office of the Waukesha County Department of Parks and Land Use.  
66

67 BE IT FURTHER ORDAINED that the Waukesha County Clerk shall file a certified copy of this  
68 Ordinance with the Town Clerk of Genesee.

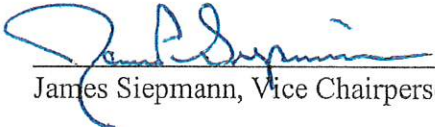
**COMMISSION ACTION**

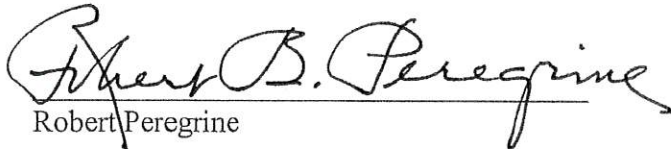
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance entitled "Year 2021 Amendment to the Comprehensive Development Plan for Waukesha County, (4A – Janssen\_TKS Corp.), Section 35, T6N, R18E, Town of Genesee) hereby recommends approval.

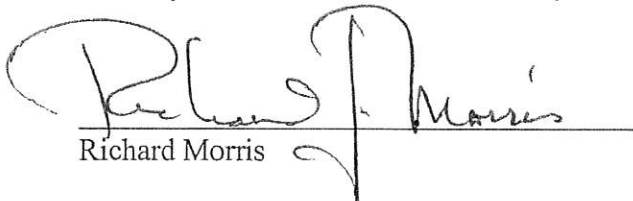
**PARK AND PLANNING COMMISSION**

**June 17, 2021**

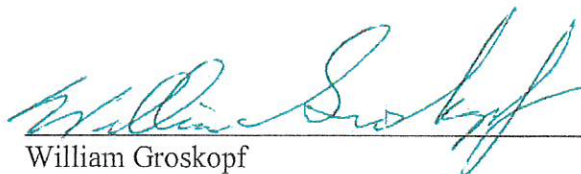
  
\_\_\_\_\_  
William Mitchell, Chairperson

  
\_\_\_\_\_  
James Siepmann, Vice Chairperson

  
\_\_\_\_\_  
Robert Peregrine

  
\_\_\_\_\_  
Richard Morris

*Absent*  
\_\_\_\_\_  
Thomas Michalski

  
\_\_\_\_\_  
William Groskopf

**WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE**  
**STAFF REPORT AND RECOMMENDATION FOR A YEAR 2021 AMENDMENT TO THE**  
**COMPREHENSIVE DEVELOPMENT PLAN FOR WAUKESHA COUNTY**  
**4(A) JANSSEN/TKS CORPORATION, TOWN OF GENESEE**

**DATE:** June 17, 2021

**PUBLIC HEARING DATE:**

Thursday, May 20, 2021, 1:00 p.m.

**REQUEST:**

4(A) Year 2021 Out of Sequence Amendment to the Comprehensive Development Plan.

*Ryan Janssen*, P.O. Box 486 Mukwonago, WI 53194, representing property owned by TKS Corporation, 2310 Woodfield Circle, Waukesha, WI 53188, requests property located in part of the SW ¼, NW ¼ and SE ¼ of Section 35, T6N, R18E, Town of Genesee (Tax Key No. 1579.999), be amended from the Suburban II Density Residential (3.0 to 4.9 acres of area per dwelling unit) and the Rural Density and Other Agricultural Land (5.0 to 34.9 acres of area per dwelling unit or equivalent density) categories to the Suburban I Density Residential category (1.5 to 2.9 acres of area per dwelling unit), in order to allow for a residential subdivision.

**EXISTING LAND USE CATEGORY:**

Suburban II Density Residential, Rural Density and Other Agricultural Land categories, Other Open Lands to be Preserved and Secondary Environmental Corridor.

**PROPOSED LAND USE CATEGORY:**

Suburban I Density Residential (Other Open Lands to be Preserved and Secondary Environmental Corridor to remain).

**PUBLIC REACTION:**

Correspondence was received from a nearby neighbor to the northeast. He expressed that both he and his neighbors have concern about the proposal changing from nine three-acre lots to 16 one-acre lots. He stated that he moved to his current property for the rural setting and noted that Saylesville Road is hilly and dangerous and expressed site distance concerns. He also noted that the details of the conservation easement are important in protecting the sensitive natural areas.

**TOWN ACTION:**

The Town of Genesee approved an amendment to the Town Plan to amend the property to the Suburban I Density Residential category.

**STAFF ANALYSIS:**

The subject property contains numerous natural resources. The Southeastern Wisconsin Regional Planning Commission delineated natural features on the property and identified a fen, which is a rare type of wetland that is groundwater fed (See Exhibit A) in the area of proposed Outlot 1. The fen has been designated as a proposed Natural Area (Saylesville Road Fen) and will become part of the regional natural areas and critical species habitat plan. The site also contains areas of steep slopes, a prairie remnant and upland woods. Most of the natural resources are part of the large area of Secondary Environmental Corridor (SEC) on the property. There are approximately 56 acres of wetlands and 20.8 acres of upland SEC on the 106 acre property.

The north one-half of the property is currently planned in the Suburban Density II Residential category which allows for a maximum of one dwelling unit per three acres. The south part of the



property is planned in the Rural Density and Other Agricultural Land category which allows for a maximum of one dwelling unit per five acres. As currently designated, a maximum of approximately 12 lots would be available. County and regional plans recommend conservation design in planned rural use areas. A change to SDRI (one dwelling unit per 1.5 acres) with consideration of the Secondary Environmental Corridor would yield approximately 22 lots.

The neighborhood setting includes suburban type development to the northwest and west and rural uses to the south and east. The request is being brought forward to accommodate a residential subdivision. The submitted concept plan shows a total of 16 lots, 15 of which would be served by an internal road system that would access C.T.H. X immediately aligned with Loraine Dr. The County Department of Public Works has reviewed the proposed CTH X (Saylesville Rd.) access location opposite Loraine Dr. and finds the location to be acceptable for site distance. Lot 16 would be accessed by Genesee Pass.

Outlot 1 would contain the fen, other areas of wetland and much of the most mature woodland on the property. Lots 10 and 11 would be much larger than the other lots and contain extensive areas of wetland that extend to the east property boundary. The developer has been in discussions with the Waukesha County Land Conservancy regarding a conservation easement across most of the sensitive areas of the two proposed large lots.

The petitioner has submitted multiple concept plans to the town and county over the past number of months. At the Development Review Team meeting for the project, town and county staff recommended conservation design and the elimination of the large lots encroaching into the vast wetlands on the site. The petitioner expressed that he feels that the two large lots are important to make the project financially viable. He wishes to be able to market those two lots as having potential for hunting. He did express willingness to conserve the fen on an outlot. The most recently revised concept plan (see Exhibit B) shows an adjustment to the Outlot 1, Lot 9 and Lot 10 boundaries which now places the entirety of the fen area on Outlot 1 and keeps Lot 9 from encroaching upon the wetland, as recommended by county staff.

**STAFF RECOMMENDATION:**

It is the opinion of the Planning and Zoning Division Staff that this request be **approved** subject to the following conditions:

1. The maximum number of lots shall be 16 and the layout shall substantially conform to the layout attached as Exhibit B.
2. The entire fen that is identified on Exhibit A shall be conserved on an outlot to be owned by a conservancy organization. If no local conservancy organization is prepared to receive the dedication of the outlot, the outlot shall be subject to a conservation easement with the beneficiary of the easement being a local conservancy organization or public entity. The conservancy easement document shall be reviewed and approved by the Waukesha County Planning and Zoning Division.
3. The wetlands on proposed Lots 10 and 11 shall be placed in conservation easement. The beneficiary of the easement shall be a local land conservancy organization or public entity. The conservancy easement document shall be reviewed and approved by the Waukesha County Planning and Zoning Division.

4. An open space/natural areas management plan shall be prepared and reviewed and approved by the town and Waukesha County Planning and Zoning Division prior to approval of a preliminary plat. The plan shall include a requirement that future lot owners share in costs to maintain the natural resources on site with a deed restriction to be recorded against lots to make all lot owners aware of said obligations.
5. Building envelopes shall be provided on the plat to exclude areas of Secondary Environmental Corridor from the buildable area and to ensure preservation of said areas.

As conditioned, the property can be developed in a hybrid conservation/conventional subdivision design. The most significant natural resources, including the fen and natural area and much of the mature woods would be conserved in perpetual open space. Wetland areas on Lots 10 and 11 would be protected via a conservation easement. Conditions within the vast wetlands on the site and the upland areas of the Secondary Environmental Corridor may improve over time with the required management plan and funding structure provided for in Condition No. 4. Staff feels that while a full conservation design may have been preferable, this hybrid plan also brings forward significant gains for the natural environment. Ownership of the fen outlot by a local conservancy organization and conservation easements across other privately owned wetlands will ensure the preservation of the best natural features on the site. The increase in density allows the petitioner to be able to create the outlot with the significant natural features.

Respectfully submitted,

*Jason Fruth*

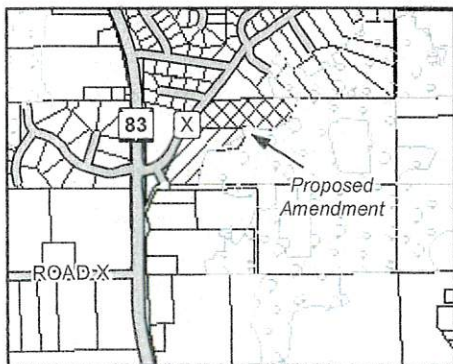
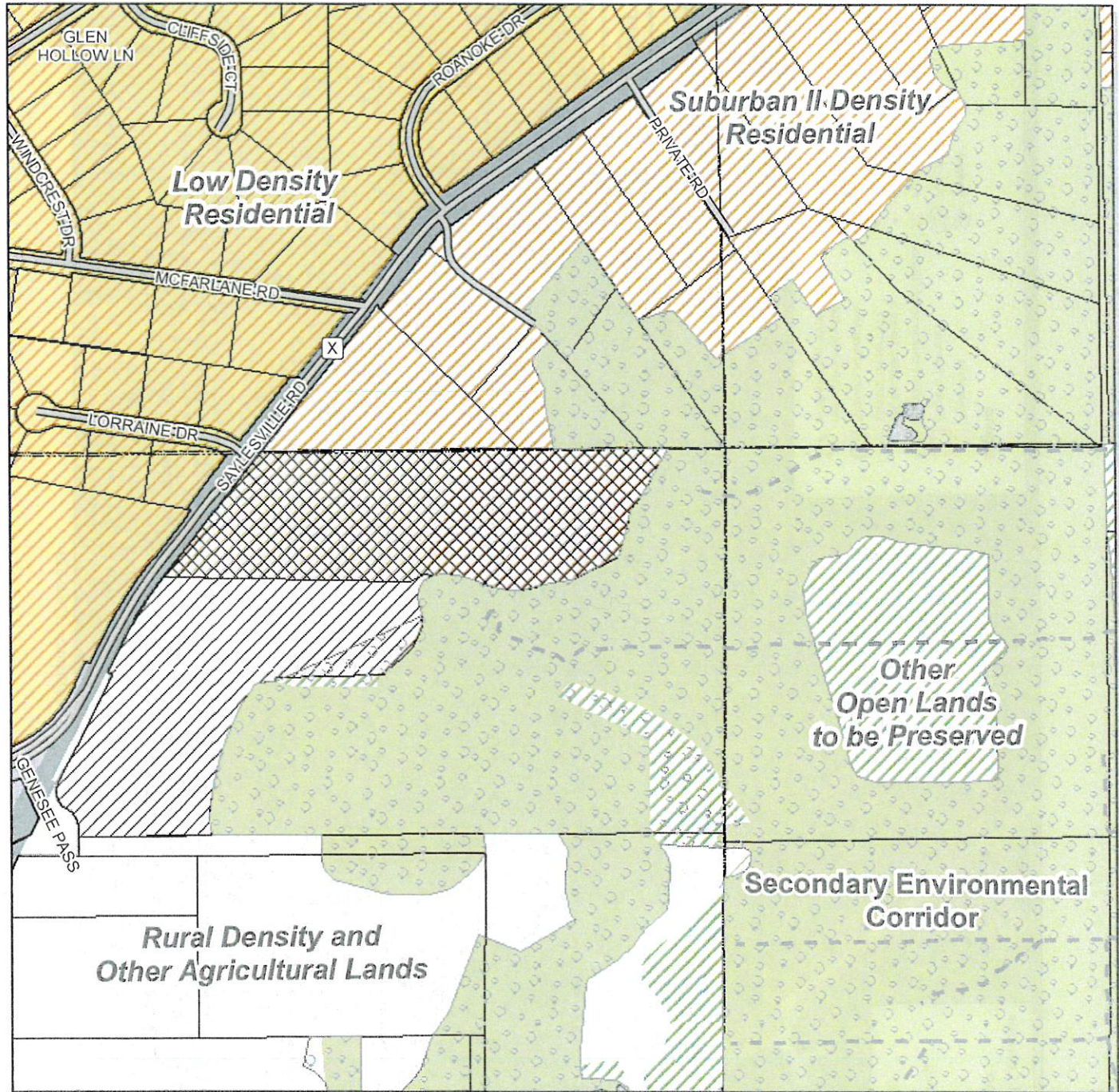
Jason Fruth  
Planning Manager



Attachment: Map  
Exhibits A and B

N:\PRKANDLU\Planning and Zoning\Waukesha County Land Development Plan\STAFF REPORT AND RECOMMENDATION\2021\4A Janssen\_TKS Corp gnt.doc

# DEVELOPMENT PLAN AMENDMENT

PART OF SECTION 35,  
TOWN OF GENESEE



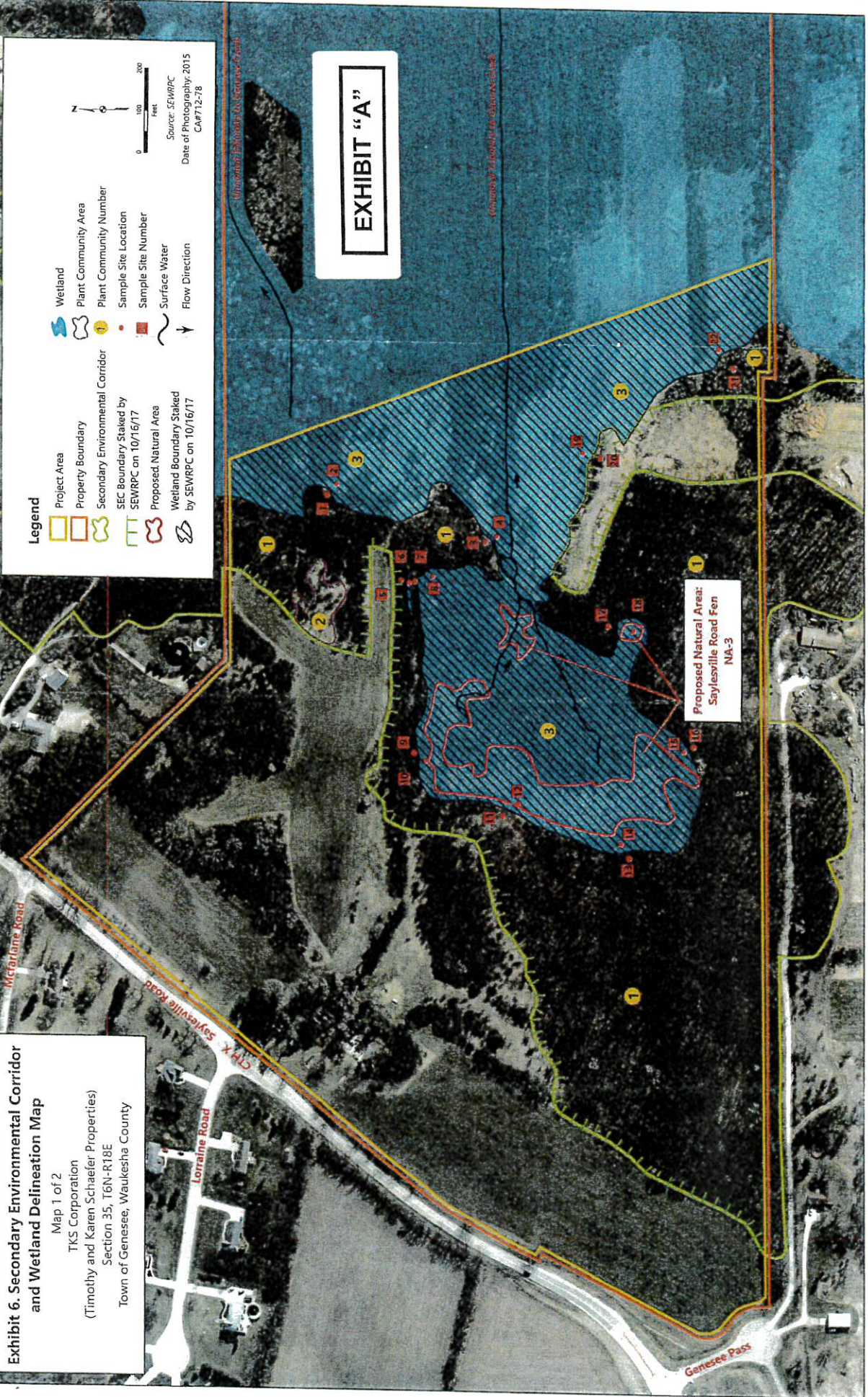
-  COUNTY DEVELOPMENT PLAN AMENDMENT FROM SUBURBAN II DENSITY RESIDENTIAL TO SUBURBAN I DENSITY RESIDENTIAL
-  COUNTY DEVELOPMENT PLAN AMENDMENT FROM RURAL DENSITY AND OTHER AGRICULTURAL LANDS TO SUBURBAN I DENSITY RESIDENTIAL

PETITIONER.....Ryan Janssen  
 DATE OF PUBLIC HEARING.....06/17/21  
 AREA OF CHANGE.....28 ACRES



Prepared by the Waukesha County Department of Parks and Land Use

**Exhibit 6. Secondary Environmental Corridor  
and Wetland Delineation Map**  
Map 1 of 2  
TKS Corporation  
(Timothy and Karen Schaefer, Properties)  
Section 35, T6N-R18E  
Town of Genesee, Waukesha County



**EXHIBIT "A"**

**Legend**

- Project Area
- Property Boundary
- Secondary Environmental Corridor
- SEC Boundary Staked by SEWRPC on 10/16/17
- Proposed Natural Area
- Wetland Boundary Staked by SEWRPC on 10/16/17
- Wetland
- Plant Community Area
- Plant Community Number
- Sample Site Location
- Sample Site Number
- Surface Water
- Flow Direction

Source: SEWRPC  
Date of Photography: 2015  
CA#712-78

**Proposed Natural Area:  
Sylesville Road Fen  
NA-3**



1 ACCEPTANCE OF THE COMPREHENSIVE ECONOMIC DEVELOPMENT  
2 STRATEGY (CEDS) FOR SOUTHEASTERN WISCONSIN: 2021 - 2025  
3  
4

5 WHEREAS, the Southeastern Wisconsin Regional Planning Commission (SEWRPC) worked with  
6 economic development organizations and businesses within the region to update the  
7 Comprehensive Economic Development Strategy (CEDS) for the Southeastern Wisconsin  
8 Region, which includes the Counties of Kenosha, Milwaukee, Ozaukee, Racine, Walworth,  
9 Washington, and Waukesha; and  
10

11 WHEREAS, the U.S. Economic Development Administration (EDA) requires regions to update  
12 the CEDS every five years to identify economically distressed areas and enable governments to  
13 be eligible to apply for grants under the EDA's Public Works and Economic Adjustment  
14 programs; and  
15

16 WHEREAS, the CEDS recommends that economic development efforts focus on strengthening  
17 the Region's economy through business exports, workforce development, innovation and  
18 entrepreneurship, economic place-making, infrastructure improvements, and enhanced public-  
19 private and interagency cooperation; identifies key cluster industries believed to have the best  
20 potential for economic growth, expansion, and attraction in Southeastern Wisconsin; and  
21 includes an action plan and proposed economic development projects in the Region; and  
22

23 WHEREAS, in addition to setting forth a strategy for economic growth in the Region, the CEDS is  
24 intended to meet the requirements of the U.S. Department of Commerce - Economic  
25 Development Administration (EDA) for such work, strengthening efforts to secure Federal  
26 funding for projects in the seven-county Region that have a particular focus and impact on  
27 economic development, particularly projects that will benefit economically distressed areas;  
28 and  
29

30 WHEREAS, following adoption of the CEDS by the seven County Boards in the Region, SEWRPC  
31 would request designation of the Region as an Economic Development District by the U.S.  
32 Department of Commerce – Economic Development Administration; and  
33

34 WHEREAS, adoption of the CEDS by Waukesha County would make Waukesha County and local  
35 governments within Waukesha County eligible to apply for EDA grants.  
36

37 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA RESOLVES support of  
38 the regional economic development strategy set forth in the CEDS and hereby accepts the  
39 Comprehensive Economic Development Strategy for Southeastern Wisconsin for the period  
40 2021 through 2025.  
41

42 BE IT FURTHER RESOLVED that the key action elements of the CEDS be incorporated into the  
43 economic development chapter of the Comprehensive Development Plan for Waukesha County  
44 for implementation consistent with the requirements of s.66.1001 Wisconsin Statutes.  
45

46 BE IT FURTHER RESOLVED that the County Clerk shall transmit a certified copy of this resolution  
47 to the Southeastern Wisconsin Regional Planning Commission.

comprehensive economic development strategy  
for southeastern wisconsin: 2021-2025



**draft summary**



- 1** introduction
- 2** summary background
- 6** swot analysis
- 7** strategic framework/action plan
- 13** implementation





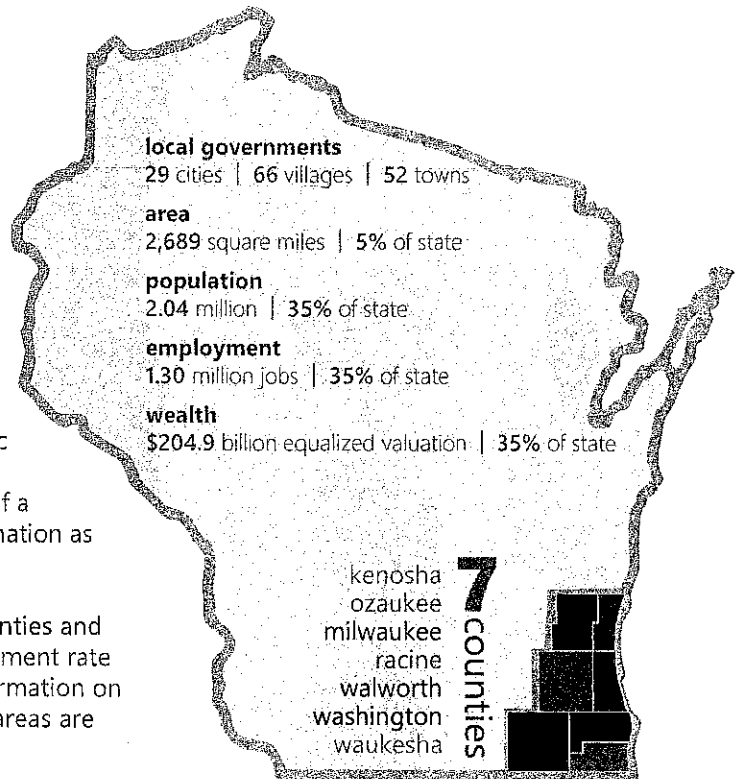
## What is the CEDS?

The CEDS is a strategy-driven plan for regional economic development that brings together members of the public and private sectors. The CEDS is being led by the Milwaukee 7 Regional Economic Development Partnership (M7) in collaboration with the Southeastern Wisconsin Regional Planning Commission (SEWRPC).

## Why is the CEDS Important?

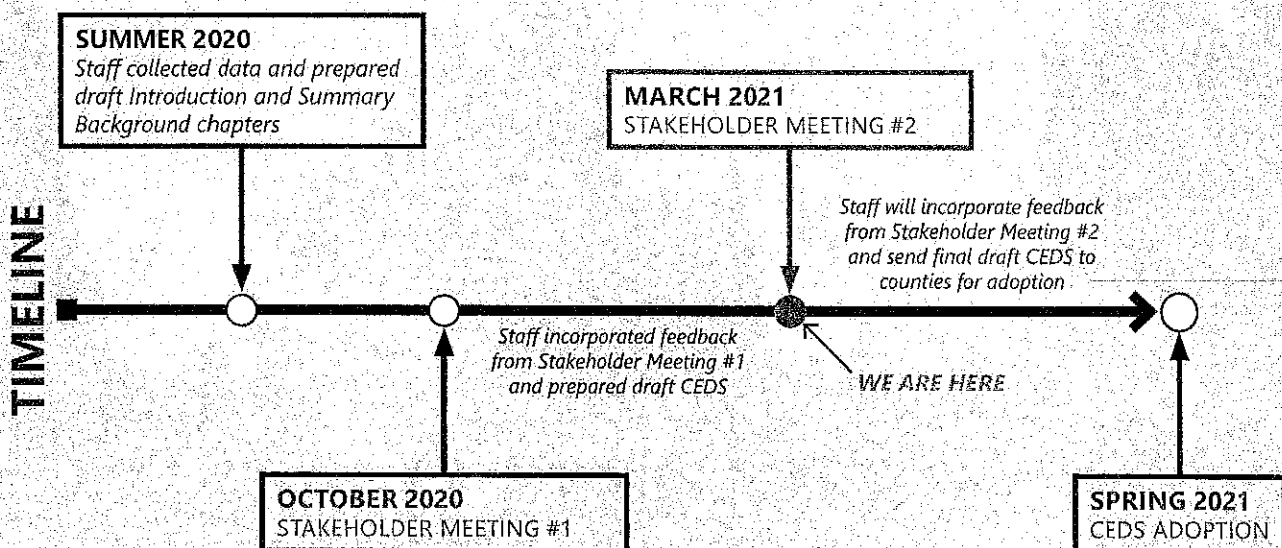
The Region must prepare a new CEDS at least every five years for communities and organizations within the Region to qualify for funding through the U.S. Economic Development Administration's (EDA) Public Works and Economic Adjustment Assistance programs. Adoption of a CEDS is also required for the Region to seek EDA designation as an Economic Development District (EDD).

For purposes of its grant programs, EDA identifies counties and census tracts in economic distress based on unemployment rate and per capita income. See the full draft for more information on economically distressed areas, including where those areas are located within the Region.



## Provide Input on the Draft CEDS

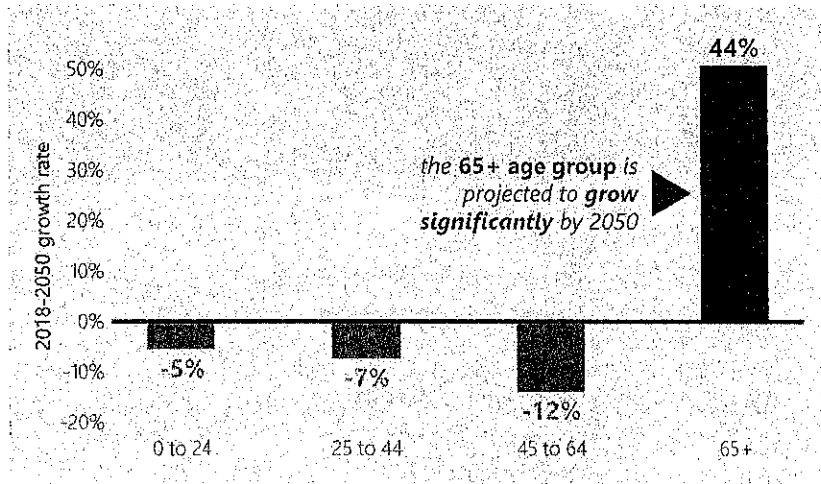
M7 and SEWRPC are seeking input on the draft 2021-2025 CEDS, particularly the Strategic Framework/Action Plan. The draft CEDS is summarized on the following pages. A virtual stakeholder meeting will be held on March 16, 2021, to discuss the draft CEDS and provide an opportunity to ask questions and provide feedback. To view the full draft CEDS, find out how to provide feedback, and register for the meeting, visit [www.sewrpc.org/CEDS](http://www.sewrpc.org/CEDS). **Public comments will be accepted through March 31, 2021.** M7 and SEWRPC will consider all comments prior to preparing the final CEDS, which will then be considered for adoption by each county and SEWRPC.



The Summary Background provides insights into the historical, existing, and projected conditions impacting the Region's economy and some of the key findings of those insights are summarized here. See the full draft for more information on the following topics and those not covered in this document.

## population overview

Historically, the Region has grown slowly but steadily, outpaced by both statewide and national growth. This trend, which can result in a shortage of workers to fill jobs, is largely expected to continue. By the year 2050 the Region's population is projected to increase by 18% from 2.04 to 2.42 million with all counties in the Region projected to grow to varying degrees over the next few decades.



### aging population

The number of residents age 65 and older in the Region is projected to increase significantly, reflecting the aging of the Baby Boomer generation. Coupled with the overall population growing at a slower pace than jobs, this means there will not be enough workers to fill additional, new jobs.

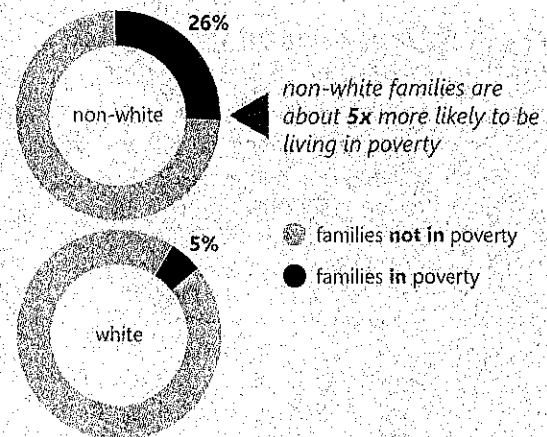
Source: U.S. Census Bureau American Community Survey and SEWRPC

## educational attainment

The Region has relatively high educational attainment and has seen an overall improvement in the past decade. However, educational attainment varies greatly by county, and geographic and racial disparities, particularly impacting lower-income students in the Region's central cities, present a major workforce challenge.

### racial and ethnic disparities

The presence of continued poverty among people of color in Southeastern Wisconsin is well known, particularly in the Region's urban cores. Milwaukee metro area disparities in terms of educational attainment, personal income levels, and poverty rates between whites and people of color are far more pronounced than the disparities in almost all other metro areas in the country.



Source: U.S. Census Bureau American Community Survey and SEWRPC

## housing

Housing affordability is a major obstacle faced by many communities within the Region as more than half of renters pay more than 30% of their income for housing compared to less than a quarter of owners. A shortage of affordable housing near job concentrations outside the Region's central cities makes it more difficult for businesses to attract or retain workers, which limits economic productivity.



the region has **633** square miles (about **24%** of the region) of environmental corridors and isolated natural resource areas

### natural resources

Surface water resources are integral to the Region's natural resource base. They contribute not only to recreational opportunities and quality of life within the Region but also to economic development opportunities. Lake Michigan is a major water source, in addition to providing numerous recreational and economic development opportunities.

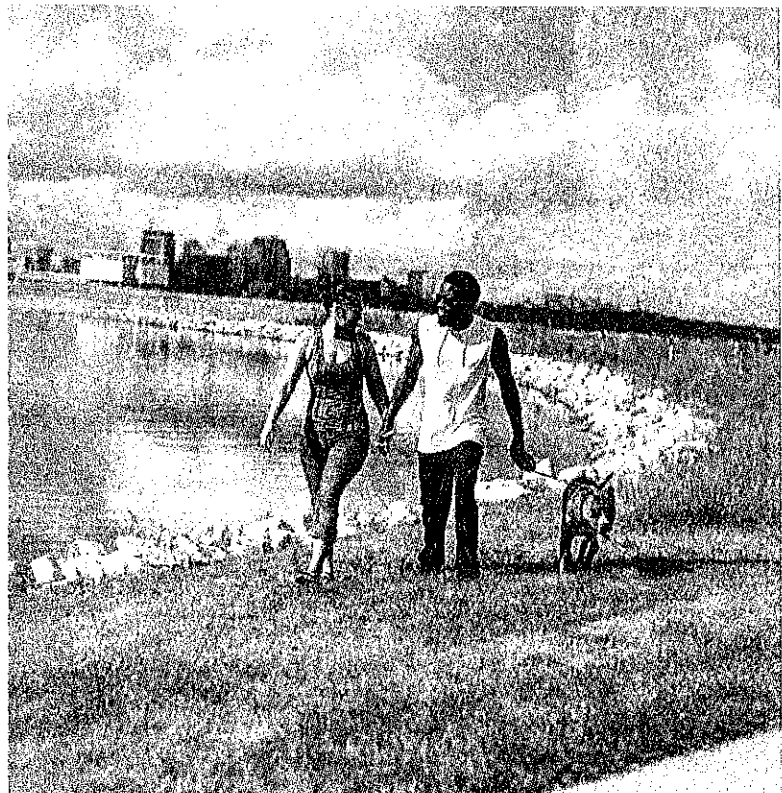
In Southeastern Wisconsin, environmental corridors have been delineated to help preserve the Region's best remaining natural resources, such as wetlands, woodlands, surface water, and wildlife habitat.

### tourism and cultural resources

Tourism and cultural resources are important components of the regional economy as the Leisure and Hospitality sector accounted for 10% of the Region's total employment in 2018. In 2019, the Region saw visitors spend \$4.37 billion, a 4% increase from 2018 and a 39% increase over 2009 spending.

### parks

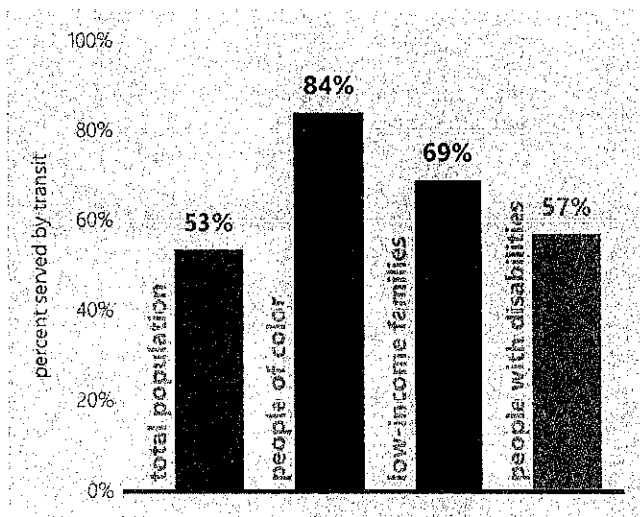
The Region's abundance of parks and natural amenities allow residents and visitors to golf, camp, fish, boat, swim, and explore miles of trails and scenic landscapes, including world class recreational areas such as Lake Michigan and the hills and glacial formations of the Kettle Moraine. The park system helps to ensure that the Region's abundant natural resources are preserved and enjoyed for generations to come.



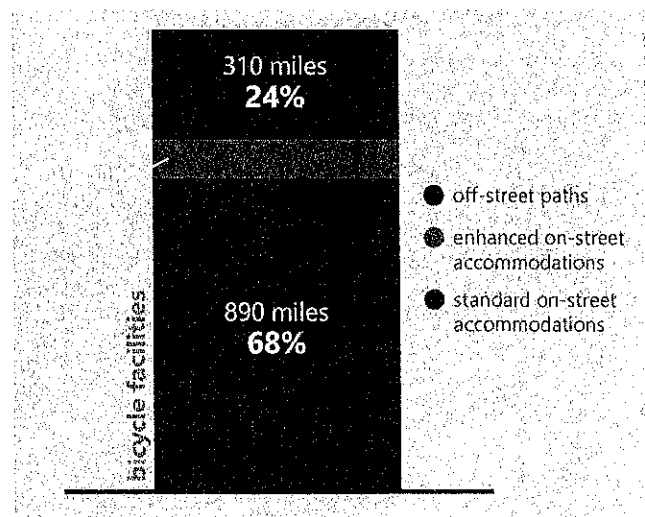


## broadband

The availability of high-speed broadband internet is essential to the Region's economic competitiveness and quality of life. A vast majority of the Region has access to broadband internet services exceeding the industry standard, but there is a need to expand speed and availability in rural areas and increase access and affordability in urban areas. In particular, many neighborhoods in the City of Milwaukee have low home broadband internet subscription rates.



Source: U.S. Census Bureau, U.S. Census Bureau American Community Survey, and SEWRPC



Source: SEWRPC

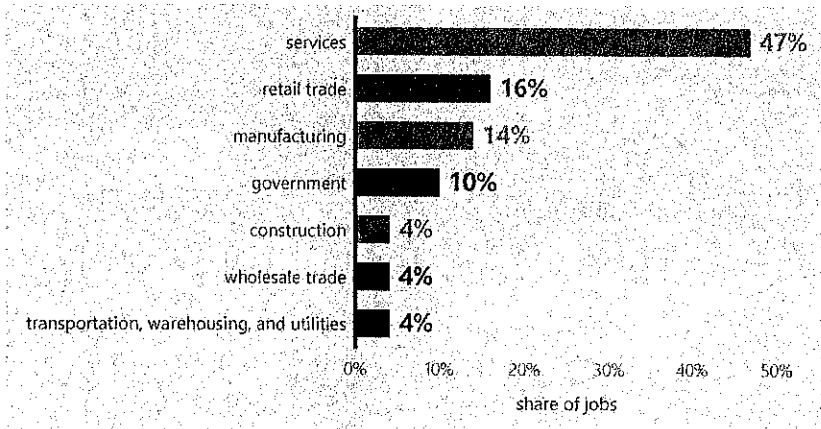
## transportation

The street and highway system performs well compared to peer metro areas across the country, but faces a major challenge in identifying adequate funding for new construction, reconstruction, and maintenance projects. Similarly, the Region's transit systems are highly efficient compared to peers, but face a daunting funding shortfall and resulting challenges, including maintaining ongoing operations, connecting residents to jobs in neighboring counties, and declining ridership levels.

The Region boasts over 1,300 miles of bicycle facilities, including paths and on-street facilities, which have been continually expanding. Milwaukee Mitchell International and Chicago O'Hare airports, Port Milwaukee, Amtrak, and the Region's railroads round out a multimodal transportation system that provides valuable inter-regional connections for both passengers and freight.

## employment overview

By the year 2050 the Region's employment is projected to increase by 9% from 1.31 to 1.42 million with all counties projected to grow to varying degrees over the next few decades. Employment as a whole has been increasing at a slower rate than in most regions of comparable size in the U.S. Unemployment in the Region is comparable to the State and Nation but there are major disparities in unemployment rate by race and ethnicity. In addition, the COVID-19 pandemic initially more than tripled unemployment rates in every county. Rates have been decreasing but remain higher than in 2019 and the long-term economic impacts of the pandemic remain unknown.



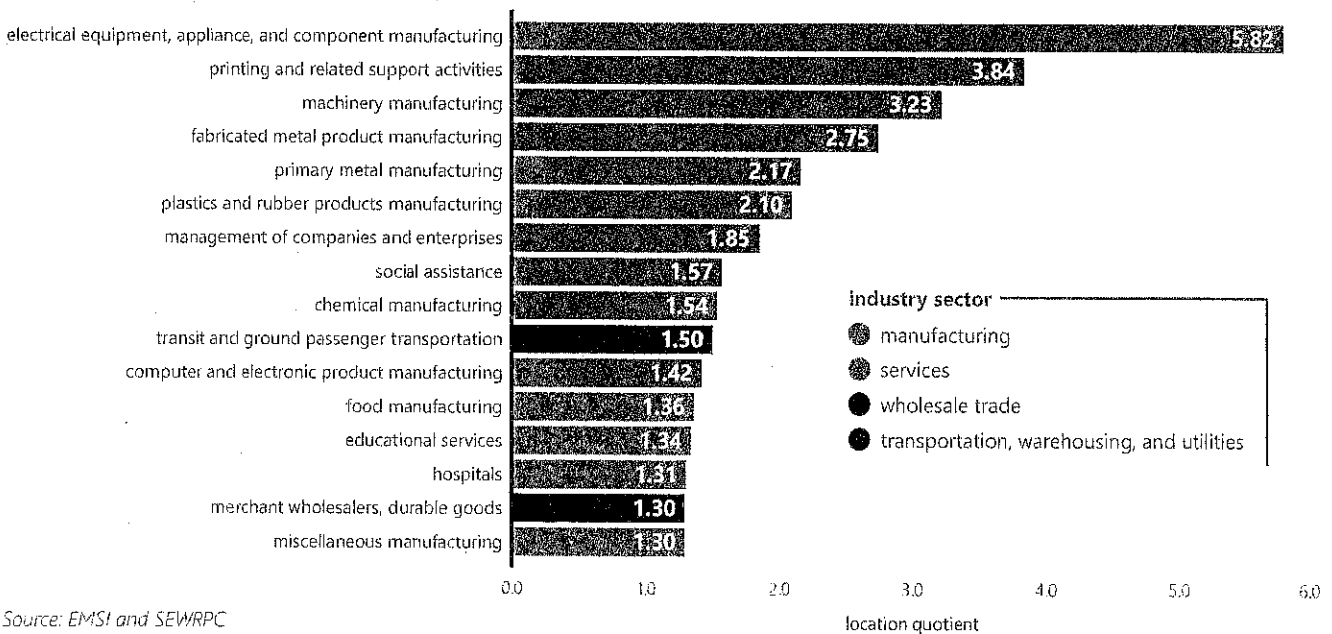
### industry breakdown

Though the industry mix of employment in the Region reflects the continuation of a long-term shift from a manufacturing-oriented economy to a service-oriented economy, the manufacturing sector remains a significant source of jobs when compared to peer regions across the country.

Source: EMSI and SEWRPC

## location quotients

The Region has a larger share of jobs in many advanced manufacturing sectors compared to the Nation, which demonstrates a significant competitive advantage in these industries and an opportunity to promote growth through aligning education and workforce training efforts with the needs of employers in these sectors.



Source: EMSI and SEWRPC

## innovation and entrepreneurship

The Milwaukee metro area's shares of scientists, engineers, and technology-dependent occupations are higher than those of most peer metros and the U.S. average. However, the metro area has performed poorly relative to its peers in measures of entrepreneurship such as small business activity, minority business ownership, venture capital investment per capita, and ratio of business births to deaths.

A Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis is a strategic tool used to ensure that there is a clear objective informed by a comprehensive understanding of a region's capabilities and capacity. The first public and stakeholder involvement opportunity in fall 2020 centered on getting feedback on the SWOTs provided in the 2015-2020 CEDS and identifying other new SWOTs to be added to the 2021-2025 CEDS.

The following are some key SWOTs identified for the 2021-2025 CEDS but do not represent an exhaustive list. More information on the SWOT analysis, with a complete breakdown of each category, can be found in the full draft.



**strengths** *a region's competitive advantages, often internal in nature*

- ▶ Leading manufacturing region in the U.S. with robust university research and engineering programs, technological advantages, and a high concentration of manufacturing employees across various skill levels
- ▶ Strong clusters in energy, power, and controls; water technology; food and beverage manufacturing; electronics manufacturing; tourism and hospitality; financial and insurance services; headquarters and business services; medical technology, bioscience, health services, and pharmaceuticals; and aerospace and aeronautics



**weaknesses** *a region's relative competitive disadvantages, often internal in nature*

- ▶ Racial disparities in areas such as employment, income, educational attainment, transportation options, affordable housing options, and affordable access to broadband internet
- ▶ Policy differences that limit cooperation among the various communities in the Region



**opportunities** *chances or occasions for regional improvement or progress, often external in nature*

- ▶ Enhance the capacity of small- and medium-sized manufacturers to adapt to ongoing rapid technological transformation
- ▶ Improve entrepreneurial climate through the continued growth of startup support organizations, programs, and resources



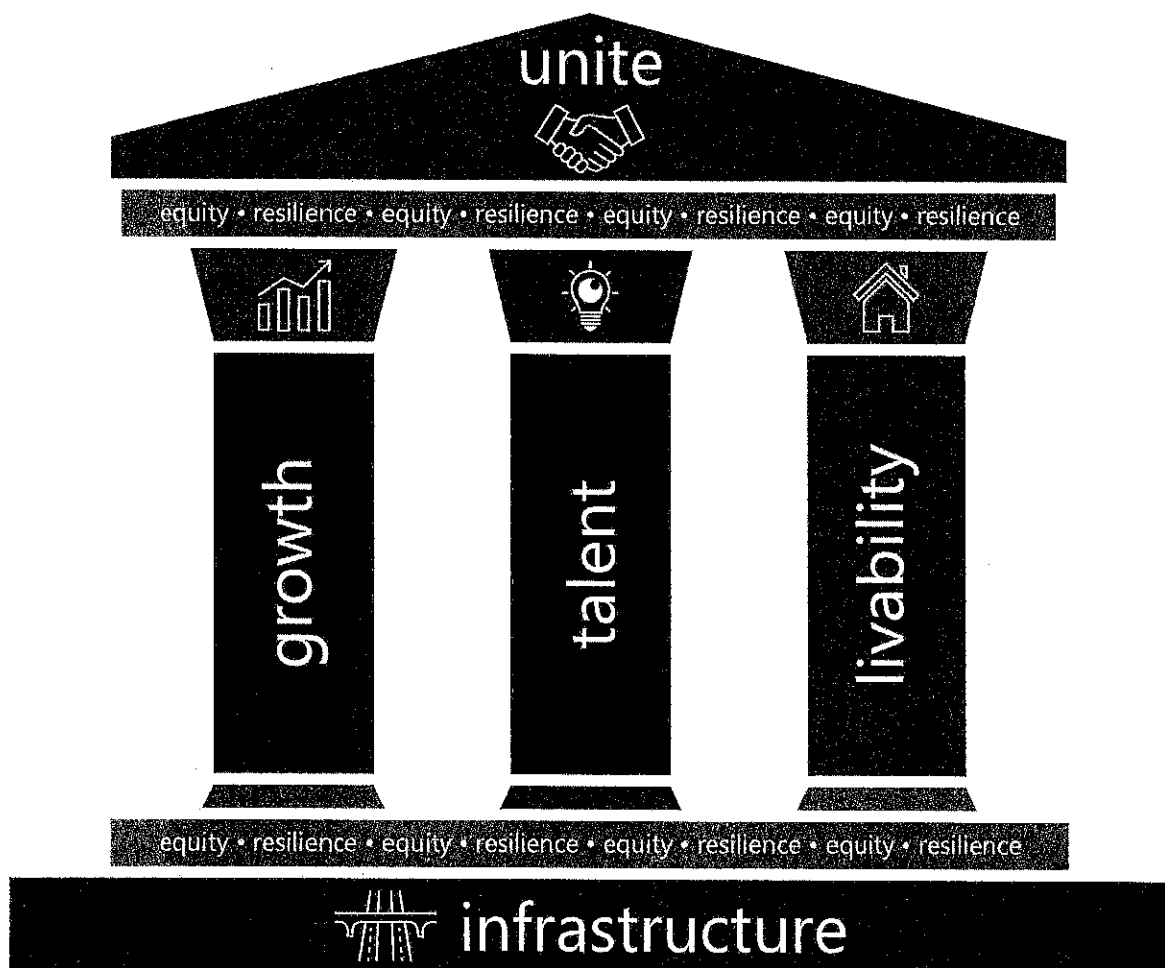
**threats** *chances or occasions for negative impacts on the region or regional decline, often external in nature*

- ▶ Aging population and workforce
- ▶ Talent shortage and misaligned workforce without the skills to meet the needs of employers, especially in the manufacturing sector

The Strategic Framework/Action Plan for the 2021-2025 CEDS includes the economic development vision, goals, and strategies for the Region, as well as a set of action steps to achieve the vision and goals and implement the strategies. This was informed by the Summary Background information, the results of the SWOT analysis, input from regional stakeholders, *The M7 Framework for Economic Growth*, and M7's *Prosperity 2025* campaign report. These components helped shape the Region's economic development vision to be a globally competitive region that fosters innovation, collaboration, sustainable prosperity, and a high quality of life for all.

### goals, strategies, and actions

The Strategic Framework/Action Plan is organized around five goals, each featuring a set of underlying strategies and actions. As depicted in the graphic, the overarching first goal is to unify the Region around a comprehensive approach to economic development based on the three key pillars of Growth, Talent, and Livability, all supported through the provision of a modern, efficient regional infrastructure. The issues of economic resilience and equitable access to jobs and other opportunities are integral to the Region's economy and are incorporated throughout the CEDS goals rather than being addressed individually. Refer to the full draft for more on the importance of economic resilience and equity in crafting the goals, strategies, and actions. The goals presented in this section are broad regional intentions or expectations that build upon the economic development vision, while the strategies lay out the overarching plan or approach to achieve the goals. The actions, which present more specific steps to be undertaken under each strategy, can be found in the full draft.



## unite



### goal 1

*Unite the Region around a comprehensive, equitable, and ongoing economic development agenda built on the pillars of Growth, Talent, and Livability*

Government fragmentation and disjointed approaches to economic development activities hamper growth potential in the Region. These conditions create a complicated and costly environment in which to do business and encourage intra-regional competition that results in sub-optimal outcomes for the Region. Prevailing economic development agendas must be reimagined and a unified, focused regional approach that is based on sound planning and emphasizes equitable access to economic opportunity is needed to continually enhance the Region's competitiveness.

As the COVID-19 pandemic has shown, economic disruption can come suddenly and regions must be able to quickly adapt to changing economic conditions. To maintain and enhance its competitiveness, the Region must build on its strengths and position itself to attract people, jobs, and investment.

STRATEGY 1.1: Enhance regional cooperation and inter-jurisdictional collaboration for economic growth

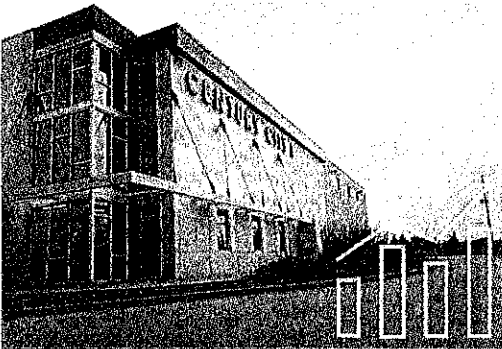
STRATEGY 1.2: Develop and implement a structured, regional process to continually analyze the economy and strategically adapt to evolving economic conditions

STRATEGY 1.3: Support public policy and processes that will foster achievement of the regional vision and goals to improve the Region's competitive standing





## growth



## goal 2

*Grow, expand, and attract businesses*

Despite experiencing acute challenges in the face of significant global economic change, the Region continues its strong track record of economic stability, led by manufacturing, research, and development. Indeed, metro Milwaukee is one of only a handful of regions to remain a top-25 U.S. metro, defined by per capita income, for more than 40 years. To remain, and climb, in these rankings the Region needs to pursue projects that add high-value jobs by creating and expanding existing businesses and attracting new businesses to the Region, with a focus on specific industry clusters that offer competitive advantages in the global economy.

As the global economy continues to undergo a shift toward more knowledge-intensive products, services, and processes, regional economic growth has become increasingly dependent on the capacity to foster innovation and adapt to pervasive technological transformation. Additionally, the Region needs to continue to bolster its entrepreneurship ecosystem by enriching the array of technical support, funding, and other resources available to startups and minority entrepreneurs.

- STRATEGY 2.1: Create a comprehensive growth strategy, targeting specific areas of investment, based on an economic analysis of the causes, supports, and deterrents of economic growth
- STRATEGY 2.2: Leverage regional and State assets to facilitate corporate retention, expansion, and attraction
- STRATEGY 2.3: Focus on developing the Region's overall crosscutting technology disciplines that are embedded in every sector of the economy and that are critical to our Region's economic success in the new global digital economy
- STRATEGY 2.4: Build on the Region's strength as a leading manufacturing center and an anchor of many international supply chains, growing this critical sector by improving the competitiveness and resilience of individual operations and supporting a vibrant manufacturing ecosystem
- STRATEGY 2.5: Advance specific industry clusters that offer competitive strengths, assets, and supply chain advantages in the global economy and can be positioned for increased investment and growth from within and outside the Region
- STRATEGY 2.6: Foster a dynamic, richly networked innovation and entrepreneurship ecosystem, building on nascent but fragmented activities
- STRATEGY 2.7: Enhance the export capacity and capability of the Region's firms, focusing on small- and medium-sized enterprises

## talent



### goal 3

*Ensure a qualified workforce that meets the future needs of employers*

Perhaps the most critical factor for increasing the productivity, and therefore overall growth prospects, of the Region's clusters is to upgrade and better align the skills of the workforce with the occupations that are and will be demanded by employers. Recent efforts by MMAC and M7 to maximize talent supply and skills alignment have focused on developing innovative, collaborative approaches tailored around four distinct talent pools:

- ▶ **Current Workforce:** Reskilling and upskilling those already employed is likely to be a main point differentiating U.S. regions whose fortunes rise and fall in the new economy
- ▶ **Educational Pipeline:** In addition to increasing educational attainment, greater awareness, development, and alignment of the specific skills needed by employers is crucial to ensuring a qualified regional workforce
- ▶ **Untapped Potential:** Enabling employment of those who have typically experienced barriers to workforce participation (e.g., non-high school graduates, formerly incarcerated, and single female household leads), has emerged as a key component of regional workforce development efforts, including MMAC and M7's Region of Choice Initiative
- ▶ **Out of Market:** Faced with slow population growth and an aging workforce, the Region needs to attract talent from outside the Region to meet future workforce needs

STRATEGY 3.1: Ensure the skills of the Region's Current Workforce meet the needs of employers

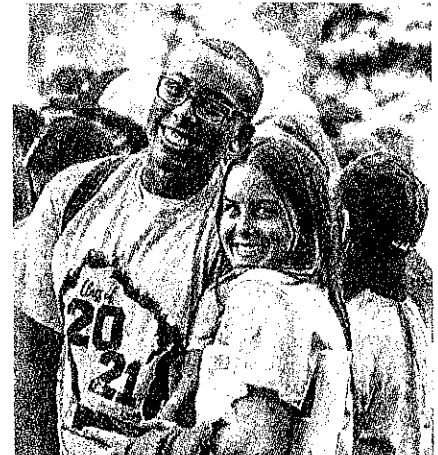
STRATEGY 3.2: Better align the efforts of the Region's Educational Pipeline with the needs of employers

STRATEGY 3.3: Foster greater employment of the Region's nontraditional, or Untapped Potential, talent pool

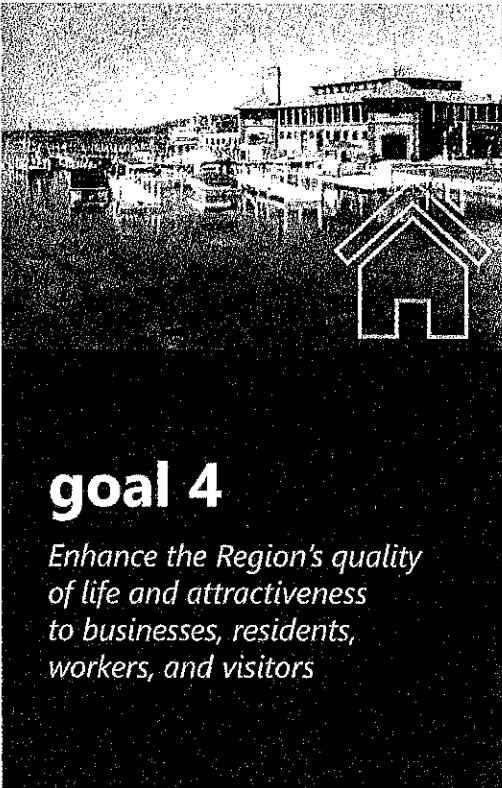
STRATEGY 3.4: Attract Out of Market talent to the Region

STRATEGY 3.5: Continue and expand efforts to engage businesses to position Southeastern Wisconsin as a region of choice for diverse talent

STRATEGY 3.6: Align workforce development with growth opportunities in targeted, high-potential industry clusters and sectors through employer-led sector collaborations



## livability



### goal 4

*Enhance the Region's quality of life and attractiveness to businesses, residents, workers, and visitors*

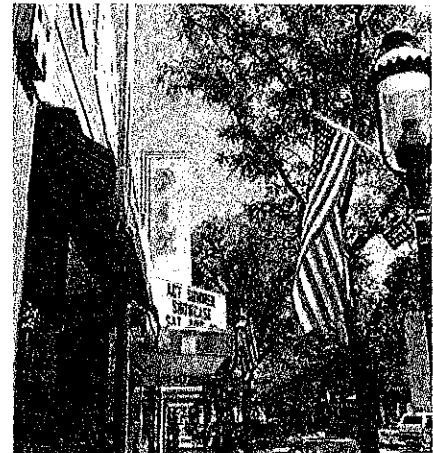
A high quality of life and perception of the Region as an attractive, safe, and healthy place to live, work, and visit are integral components in the Region's prosperity. Southeastern Wisconsin boasts numerous strengths in this regard, including a diverse array of cultural and recreational opportunities, strong educational and health care systems, and other urban amenities along with an attractive balance of rural and natural areas. Along with these strengths are challenges the Region needs to confront to retain and enhance its attractiveness. Chief among these challenges is addressing the significant racial and economic disparities and segregation present in the Region. Supporting policies and practices that promote sustainability, connectivity, and inclusivity will only serve to enhance the overall attractiveness of the Region.

A shift in regional development and redevelopment patterns has begun to take place through major targeted efforts throughout the Region. Catalyzing additional development that follows the next-economy principles of density, mixed uses, and strong physical and virtual connections between residential and commercial activity will further accelerate the Region's growth.

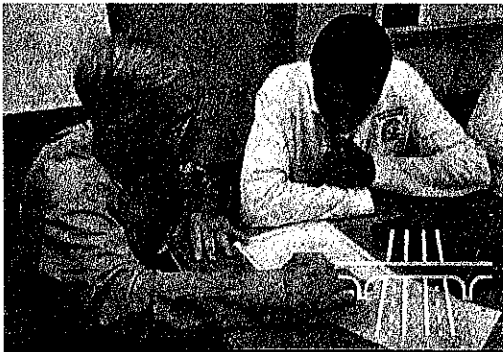
STRATEGY 4.1: Support sustainable development that balances economic growth and quality of life

STRATEGY 4.2: Enhance and promote the attractiveness of the Region to residents, businesses, workers, and visitors

STRATEGY 4.3: Support policies and initiatives that seek to remedy racial and economic segregation and address long-standing disparities between whites and people of color



## infrastructure



### goal 5

*Modernize regional infrastructure to enhance efficiency, cost-effectiveness, and connectivity*

High-quality infrastructure, including a mix of transportation, broadband, and reliable energy, contributes to the Region's economic growth and enhances the productivity of private-sector firms. The role of transportation infrastructure – facilitating the efficient movement of people and goods into, out of, and within the Region – is particularly critical. Reliable and cost-effective utilities such as electricity, natural gas, water, and sewer, and providing modern, reliable, and affordable communications infrastructure that ensures the digital connectedness of businesses and residents, are essential to the Region's economic competitiveness.

The Region's streets and highways face a significant funding shortfall, making it difficult to maintain and reconstruct them in a timely manner. Given an expected increase in the frequency of large storm events, ensuring transportation infrastructure is resilient to flooding is also critical. Transit systems face an equally daunting funding shortfall and resulting challenges, including maintaining ongoing operations, connecting residents to jobs in neighboring counties, and declining ridership levels. Additionally, to improve access to jobs for all residents, the Region must provide more diverse and affordable housing near job concentrations for both renters and owners. Addressing these challenges will be crucial to the Region's economic competitiveness.

**STRATEGY 5.1:** Improve and maintain a transportation system that meets the needs of residents and businesses, supports economic growth, and is financially sustainable

**STRATEGY 5.2:** Ensure the efficient, cost-effective provision of public infrastructure and services throughout the Region

**STRATEGY 5.3:** Support efforts to better connect underserved populations to economic and employment opportunities

**STRATEGY 5.4:** Support efforts to expand broadband speed, availability, and access to ensure everyone has access to high-speed internet



## Performance Measures

An important component of implementing the Action Plan is identifying performance measures to evaluate the progress of the proposed strategies and actions in achieving the Region's economic development goals. While it may not be possible to fully quantify the impacts of the proposed actions, several metrics can be helpful in evaluating their effectiveness.

M7 measures the overall success of its economic development efforts through new and retained jobs, and new investment in the Region. M7 produces an ongoing Performance Scorecard that tracks performance measures, including: total project wins, direct jobs, average wage, direct payroll, and new capital investment.



## Economic Development Projects

EDA's grant programs are intended to support local and regional economic development efforts by providing economically distressed communities and regions with resources to address economic needs. EDA programs are designed to lead to the creation and retention of jobs and increased private investment.

Proposed projects must be consistent with the economic development strategic plan adopted by the county or local government applying for funding. Ongoing EDA grant programs include: Public Works Program, Economic Adjustment Program, Technical Assistance Program, Short-term Planning Grants, and CARES Act.

## EDA Investment Guidelines

The EDA has identified the following national investment priorities and guidelines to evaluate and compare applications for EDA funding: Recovery and Resilience, Critical Infrastructure, Workforce Development and Manufacturing, Exports and Foreign Direct Investment (FDI), and Opportunity Zones.

## Southeastern Wisconsin Economic Development Projects

Ongoing and proposed economic development projects in Southeastern Wisconsin were identified by the Regional Economic Partners (REP) group, with additional assistance from other community economic development departments in the Region. The projects included in the draft CEDS are not exhaustive, but rather they serve to illustrate some of the many ways the goals, strategies, and actions provided in the Strategic Framework/Action Plan are being implemented.

Additional projects that support implementation of the CEDS will likely be identified over the five-year CEDS timeline and should be considered consistent with the CEDS. To demonstrate the connection between the Strategic Framework/Action Plan and the projects, the strategies each project helps to implement are indicated in the third column of each table. See the full draft for a list of the identified economic development projects.

[www.sewrpc.org/CEDS](http://www.sewrpc.org/CEDS)



### **Milwaukee 7**

756 North Milwaukee Street, Suite 400  
Milwaukee, WI 53202  
Phone: 866.596.6463  
Fax: 414.271.7753  
[www.mke7.com](http://www.mke7.com)

### **Southeaster Wisconsin Regional Planning Commission**

W239 N1812 Rockwood Drive  
P.O. Box 1607  
Waukesha, WI 53187-1607  
Phone: 262.547.6721  
Fax: 262.547.1103  
[www.sewrpc.org](http://www.sewrpc.org)

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1 AMEND THE 2021 MRF BUDGET TO INCREASE EXPENDITURES FOR A PORTION  
2 OF ONE TIME COSTS ASSOCIATED WITH A NEW EDDY CURRENT  
3  
4

5 WHEREAS, In 2014, the Waukesha County Board adopted ordinances 168-17 and 168-18  
6 authorizing the execution of an Intergovernmental Agreement (“IGA” with the City of  
7 Milwaukee (“City”) and an agreement with the private operator to design, build, and operate a  
8 new single-single stream Material Recovery Facility (MRF) in a City-owned building located in  
9 Milwaukee dated May 5, 2014; and  
10

11 WHEREAS, through data collection and analysis of standard monthly residue audits, it was  
12 determined by County and City of Milwaukee staff that 4.11% of residue leaving the MRF  
13 facility is related to used, and often crushed, aluminum beverage cans that are too small to be  
14 processed by existing equipment and methods at the Joint MRF; and  
15

16 WHEREAS, the purchase and installation of additional sorting equipment would allow for the  
17 capture of unprocessed aluminum at the facility; and  
18

19 WHEREAS, the installation of additional separating equipment to recover crushed or flattened  
20 aluminum cans is estimated to result in an additional 408 tons captured annually; and  
21

22 WHEREAS, the capture of an additional 408 tons of aluminum cans per year is estimated to save  
23 over \$24,000 in landfill disposal fees and generate over \$388,100 in new shared revenue  
24 annually; and  
25

26 WHEREAS, it is estimated that recycling an additional 200 tons of Waukesha County aluminum  
27 would increase recycling revenues of \$190,200 annually under existing cost shares and recent  
28 aluminum prices; and  
29

30 WHEREAS, cost estimates for the purchase and installation of this equipment are \$349,806; and  
31

32 WHEREAS, Waukesha County and the City of Milwaukee were awarded a one-time grant of  
33 \$65,000 from “The Recycling Partnership” from the Aluminum Beverage Can Capture Recycling  
34 Grant Program for the purchase of this equipment; and  
35

36 WHEREAS, remaining project costs of \$284,806 would be split evenly between Waukesha  
37 County and the City of Milwaukee; and  
38

39 WHEREAS, the acceptance of grant funds will lower the project’s return on investment period  
40 to under nine months; and  
41

42 WHEREAS, the City of Milwaukee is serving as the fiscal agent for this project.  
43

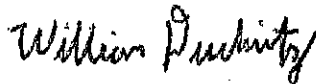
44 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the  
45 Material Recovery Facility’s (MRF) 2021 Budget be modified by appropriating fixed assets of  
46 \$142,403 reflecting its share of project costs to increase recyclable revenue and reduce waste  
47 disposal, and increasing MRF Fund Balance by \$142,403 to offset project costs.

FISCAL NOTE

AMEND THE 2021 MRF BUDGET TO INCREASE EXPENDITURES FOR A PORTION OF ONE TIME COSTS ASSOCIATED WITH A NEW EDDY CURRENT

This ordinance authorizes the appropriation of \$142,403 of additional expenditure authority in the 2021 Material Recycling Fund budget for the county's share of new eddy current equipment. This ordinance also increases the use of Material Recycling Fund balance to cover the costs.

The department estimates that total costs are \$349,806, offset by \$65,000 of grant funding from the "Recycling Partnership" Aluminum Beverage Can Capture Recycling Grant Program. The remaining \$284,806 of project costs would be split evenly between Waukesha County and the City of Milwaukee per their intergovernmental agreement. Based on the additional 200 tons of sellable aluminum products (the county's share, out of approximately 400 total additional tons at the facility), department management estimates additional material sales revenue of \$190,200 and a return on investment in less than one year's time after installation. Additionally, this equipment would reduce landfill disposal fees by \$24,000 with \$12,000 being the county's portion.



---

William Duckwitz  
Budget Manager  
7/6/2021  
AJK:2021-00004648



1                   MODIFY SPEED ZONE ON COUNTY TRUNK HIGHWAY KF BETWEEN  
2                   LINDSAY ROAD AND 845 FEET SOUTH OF CTH JK  
3  
4

5 WHEREAS, Wisconsin Statutes §349.11(3)(c) permits local authorities to establish speed zones  
6 within certain guidelines; and  
7

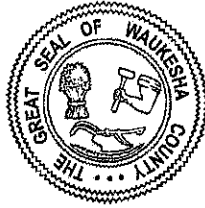
8 WHEREAS, in response to public inquiries and a review of vehicle speeds and collisions along  
9 this segment of highway, the Waukesha County Department of Public Works finds it  
10 appropriate to reduce the speed limit from 45 mph to 35 mph in both directions of County  
11 Trunk Highway KF between its intersection with Lindsay Road and eight hundred and forty five  
12 (845) feet south of its intersection with CTH JK in the City of Pewaukee.  
13

14 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS  
15 that the speed zone along both directions of County Trunk Highway KF in the City of Pewaukee  
16 is modified to be thirty-five (35) miles per hour between its intersection with Lindsay Road and  
17 and eight hundred and forty five (845) feet south of its intersection with CTH JK in the City of  
18 Pewaukee.  
19

20 BE IT FURTHER ORDAINED that this ordinance rescinds all previous speed restrictions for the  
21 above-described portion of the County Trunk Highway System.

**Paul Farrow**  
County Executive

**Allison Bussler**  
Director



**Waukesha County**  
*Department of Public Works*

**TO:** Waukesha County Board of Supervisors  
**CC:** Allison Bussler  
**FROM:** Karen Braun, P.E.  
**DATE:** June 22, 2021  
**SUBJECT:** Proposed reduction of posted speed limit along CTH KF from Lindsay Road to 845 feet south of the intersection of CTH KF and CTH JK in the City of Pewaukee.

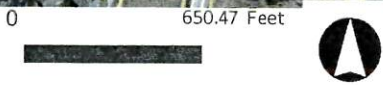
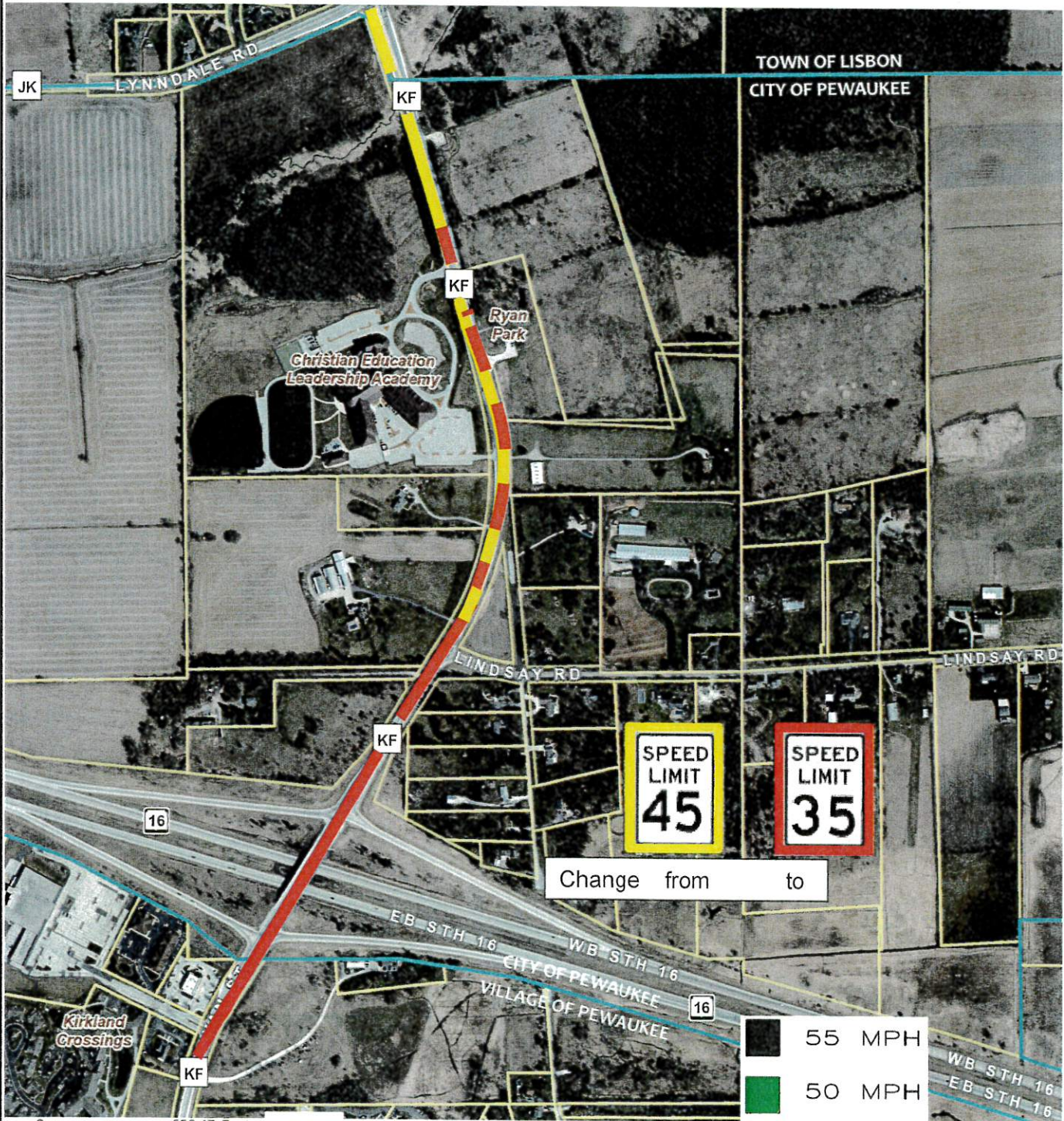
This proposed lowering of the 45-MPH posted speed limit to 35-MPH along 0.45-miles of CTH KF (Ryan Road) between Lindsay Road and CTH JK (Lynndale Road) was suggested by residents.

The incidence of traffic accidents is above the state average for this section's class of road. Most drivers having collisions in this segment of CTH KF were cited for driving too fast for conditions and/or failing vehicle control. 5 of 22 crashes recorded during 2010-2020 involved injuries. Reducing the posted speed through this section of CTH KF would be consistent with the CTH KF existing posted speed limit immediately to the south. An existing curve, increased traffic related to a school and county park along with collisions warrant reducing the posted speed limit of this section of road.





### CTH KF (Ryan Rd) at Lindsay Road Speed Study



- 55 MPH
- 50 MPH
- 45 MPH
- 40 MPH
- 35 MPH

1                   MODIFY 2021 BUDGET AND APPROVE CONTINGENCY FUND TRANSFER  
2   FOR BUILDING IMPROVEMENT PLAN  
3  
4

5 WHEREAS, the Department of Public Works budgets annually for a Building Improvement Plan  
6 (BIP) program in its operating budget, which is intended to fund planned and unplanned long-  
7 term maintenance, repair, and replacement of county facilities; and  
8

9 WHEREAS, the Department of Public Works plans for some unexpected, emergency repairs in  
10 the annual Building Improvement Plan Program. In 2021, the county has experienced an  
11 unusual number of unplanned, costly repairs already totaling almost \$400,000; and  
12

13 WHEREAS, the combination of unanticipated failures of structures and mechanical systems  
14 along with necessary planned projects have occurred, depleting the 2021 BIP budget of  
15 \$1,088,000 to \$71,000, requiring the deferral of some non-emergency maintenance projects  
16 and reducing the ability to respond to additional unplanned system failures; and  
17

18 WHEREAS, the Department of Public Works Facilities Management staff currently has identified  
19 unplanned mechanical failures requiring urgent replacement estimated at a cost of \$160,000;  
20 and  
21

22 WHEREAS, the Department of Public Works is requesting \$300,000 of transferred contingency  
23 funds to address current needs and for response to other major system maintenance issues as  
24 they arise.  
25

26 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the 2021  
27 Department of Public Works, Building Improvement Plan program budget be modified to  
28 appropriate additional \$50,000 in operating expenditures and \$250,000 in fixed asset  
29 expenditures through a transfer from the Non-Departmental 2021 Contingency Fund Budget.

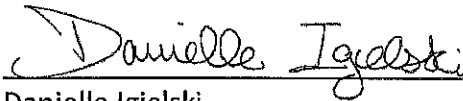
FISCAL NOTE

MODIFY 2021 BUDGET AND APPROVE CONTINGENCY FUND TRANSFER  
FOR BUILDING IMPROVEMENT PLAN

This ordinance would approve a transfer of Contingency Fund appropriations to the Department of Public Works Building Improvement Plan (BIP) program of \$300,000 to help fund two known urgent maintenance projects at a total cost of \$160,000 and provide additional funds to cover additional unplanned urgent building or mechanical maintenance needs.

According to department management, an unusually high total of unplanned maintenance has required the deferral of non-emergency maintenance projects. The Contingency Funds are being requested because boilers at the highway operations building are failing and require immediately replacement; bid received is for \$120,000. Additionally, the replacement of a failing compressor is estimated to cost of \$40,000. The balance of the contingency funding will allow the department to respond to additional major system maintenance in 2021.

This would be a one-time maintenance project expense, and does not result a direct tax levy impact.



Danielle Igielski  
Accounting Services Manager  
7/7/2021  
JE#2021-00004722



WAUKESHA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

**MEMO:**

---

DATE: July 7, 2021  
TO: Chairman Paul Decker  
FROM: Paul Farrow  
RE: Re-Appointment of Citizen Member to the Board of Adjustment

I am pleased to submit to the County Board for your consideration, the re-appointment of Mr. Richard Bayer to the Board of Adjustment. Mr. Bayer has been serving diligently as the member of the Board of Adjustment since 2015. His term, if re-appointed will expire in July of 2024.

PF:kb

cc: Meg Wartman  
Dale Shaver



WAUKESHA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

**MEMO:**

---

DATE: July 7, 2021  
TO: Chairman Paul Decker  
FROM: Paul Farrow  
RE: Re-appointment of Citizen Member to the Board of Adjustment

It is with great pleasure that I recommend Stephen Schmidt to be reappointed to the Waukesha County Board of Adjustment. Stephen Schmidt has been diligently serving on the Board of Adjustment since 2018 and his new term, if reappointed would expire in July of 2024.

PF:kb

cc: Meg Wartman  
Dale Shaver





WAUKESHA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

**MEMO:**

---

DATE: July 7, 2021  
TO: Chairman Paul Decker  
FROM: Paul Farrow  
RE: Reappointment of County Representative to the Park and Planning Commission

This letter is submitted to recommend Mr. James Siepmann for reappointment to the Park and Planning Commission for Waukesha County. Mr. Siepmann has been serving as a member of the Park and Planning Commission since 2008. Should he be reappointed, Mr. Siepmann's term will expire in July of 2028.

PF:kb

cc: Meg Wartman  
Jason Fruth

1 AMEND 2021-2025 CAPITAL PLAN TO DEFUND CAPITAL PROJECT #201613 CTH D, MORAINÉ  
2 HILLS DRIVE INTERSECTION AND MODIFY 2021 CAPITAL PROJECTS BUDGET  
3  
4

5 WHEREAS, Capital Project #201613 CTH D, Moraine Hills Drive Intersection was approved by the  
6 County Board as a new project in the 2016-2020 capital plan and each year thereafter; and  
7

8 WHEREAS, the purpose of this project is to realign approximately 1,200 feet of CTH D with one  
9 gradual horizontal curve, widen lane widths, add shoulders, add pavement safety edges,  
10 improve clear zones and add a center line and shoulder rumble strip; and  
11

12 WHEREAS, improving signage and markings may reduce the crash rate and be less intrusive to  
13 property owners who live on CTH D; and  
14

15 WHEREAS, the total project cost is \$1,238,000, which includes \$786,000 in federal Highway  
16 Safety Improvement Program (HSIP) funding, for a net county project cost share of \$452,000;  
17 and  
18

19 WHEREAS, through 2021, the County Board has appropriated expenditure authority (net of  
20 HSIP revenue) of \$378,600, including \$13,600 for design costs and \$365,000 for land  
21 acquisition; and  
22

23 WHEREAS, this ordinance reduces the budget \$352,600 to leave expenditure authority to pay  
24 for third-party subcontractor design and WisDOT oversight charges estimated at \$26,000.  
25

26 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the 2021-  
27 2025 Capital Plan be amended to defund capital project #201613 CTH D, Moraine Hills Drive  
28 Intersection.  
29

30 BE IT FURTHER ORDAINED that the 2021 Capital Project Budget be modified to reduce  
31 expenditure authority by \$352,600 for capital project #201613 CTH D, Moraine Hills Drive  
32 Intersection.

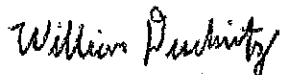
FISCAL NOTE

AMEND 2021-2025 CAPITAL PLAN TO DEFUND CAPITAL PROJECT #201613 CTH D, MORAIN  
HILLS DRIVE INTERSECTION AND MODIFY 2021 CAPITAL PROJECTS BUDGET

This ordinance would modify the 2021-2025 Capital Plan to defund and effectively eliminate capital project #201613 CTH D, Moraine Hills Drive Intersection. This ordinance would also reduce the expenditure authority in this project by \$352,600 to leave approximately \$26,000 of expenditure authority remaining to cover estimated third-party contractor design and Wisconsin Department of Transportation (WisDOT) oversight charges (discussed below).

This capital project is estimated to cost \$1,238,000 with federal Highway Safety Improvement Program (HSIP) funding of \$786,000 covering 90% of all costs, except for land acquisition, for a net county share of costs of \$452,000. (The county budgets for the net share because WisDOT manages project expenses and HSIP revenues, and bills the county for the net remaining costs.) The project is in the design phase (land acquisition planned for later in 2021 and construction planned for 2022), and department management estimate approximately \$26,000 in total third-party subcontractor and WisDOT oversight charges have been incurred for work already performed. The county's share of these costs would normally be \$2,600 (10%), but not moving forward with the project would make the county ineligible for HSIP revenue, requiring the county to pay the full \$26,000.

Most of the design work is being performed in-house by Department of Public Works (DPW) – Engineering staff, which the county is reimbursed for through HSIP. Department management indicate that defunding this project would eliminate approximately \$107,000 of revenues that DPW relies on to fund its operating budget, creating a gap between expenditures and revenues, which will adversely affect fund balance.



William Duckwitz  
Budget Manager  
7/6/2021  
JE# 2021-00004701

1 MODIFY THE 2021-2025 CAPITAL PLAN AND 2021 CAPITAL PROJECT BUDGET TO MODIFY SCOPE  
2 FOR CAPITAL PROJECT #202014 HHS ELECTRONIC MEDICAL RECORD MODULE IMPROVEMENTS  
3 AND RETITLE PROJECT TO HHS TECHNOLOGY SYSTEM ENHANCEMENTS  
4  
5

6 WHEREAS, capital project #202014 HHS Electronic Medical Record Module Improvements was  
7 introduced in the 2020-2024 capital plan to implement a software solution in the Clinical  
8 Services Division and replace an application in the Public Health Division before it is de-  
9 supported in June 2022; and  
10

11 WHEREAS, these system implementations are expected to streamline manual and time-  
12 consuming processes, provide for greater data analysis, and improve quality control; and  
13

14 WHEREAS, the Public Health Division has identified additional functionality needs based on its  
15 experience with the COVID-19 pandemic, which is estimated to increase project costs by  
16 \$36,000; and  
17

18 WHEREAS, HHS maintains several contracts with third-party service providers, and  
19 implementing a contract management application system would improve document  
20 management through versioning control, application of metadata, routing among parties  
21 (including external entities), and ongoing post-execution management of contracts; and  
22

23 WHEREAS, implementing the HHS contract management application is estimated to cost  
24 \$174,000; and  
25

26 WHEREAS, county administration is recommending that the contract management application  
27 implementation be added to the existing electronic medical records project as part of a larger  
28 HHS system enhancements project that is funded with the same source of revenue (discussed  
29 below); and  
30

31 WHEREAS, this capital project would enhance public health, behavioral health, and other HHS  
32 services and systems, and would be eligible for funding under the American Rescue Plan Act  
33 (ARPA) – Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) program.  
34

35 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the 2021-  
36 2025 Capital Plan be modified to retitle Capital Project #202014 from HHS Electronic Medical  
37 Record Module Improvements to HHS Technology System Enhancements.  
38

39 BE IT FURTHER ORDAINED the 2021-2025 Capital Plan and 2021 Capital Project budget be  
40 modified to increase project expenditures by \$210,000 and general government revenues by  
41 \$210,000 to account for updated cost estimates and a change in scope for capital project  
42 #202014.

<b>Project Title:</b>	HHS Electronic Medical Record Module Improvements	<b>Project #:</b>	202014
<b>Department:</b>	DOA - Information Technology	<b>Project Type:</b>	Information Technology
<b>Phase:</b>	Implementation	<b>Sponsor:</b>	Health & Human Services
<b>Budget Action:</b>	C - Scope      C - \$ Update      C - Rev Update	<b>Manager:</b>	Donn Hoffmann, IT
<b>Date:</b>	July 2, 2021	<b>Dept Mgr</b>	Randy Setzer, HHS

CAPITAL BUDGET SUMMARY						
Year	2020	2021	2021	2022	2023	Total
Project Phase	Design/ Implementation	Implementation	Ordinance			Project
Expenditure Budget	\$330,000	\$190,000	\$210,000	\$0	\$0	\$730,000
Revenue Budget	\$330,000	\$190,000	\$210,000	\$0	\$0	\$730,000
Net Costs After Revenues Applied	\$0	\$0	\$0	\$0	\$0	\$0
<b>COST DOCUMENTATION</b>				<b>REVENUE</b>		
	Clinical Services Application	Public Health Application	Contract Application	Total		
Professional Services & Software	\$169,000	\$232,000	\$135,000	\$536,000	America Rescue Plan Act (ARPA)	\$730,000
Recurring Fees	\$81,000	\$0	\$16,000	\$97,000		
Contingency	\$38,000	\$36,000	\$23,000	\$97,000		
Total Project Cost	\$288,000	\$268,000	\$174,000	\$730,000	Total Revenue	\$730,000
<b>EXPENDITURE BUDGET</b>				<b>\$730,000</b>	<b>REVENUE BUDGET</b>	<b>\$730,000</b>

#### **Project Scope & Description**

The Health and Human Services Department uses an electronic health record system, that includes several applications among HHS divisions. This capital project is intended to: (1) Implement a new software solution in the Clinical Services division to improve the tracking, management, and documentation of health claims across third-party care providers, (2) Replace the current Public Health application (Insight) which is being de-supported (discussed below), and (3) implement and develop a contract management application.

**Location:** Department of Health and Human Services

#### **Analysis of Need**

The Clinical Services Division relies on multiple contracted third-party entities to provide care to clients. Currently, the billing process is very manual and time consuming, requiring HHS staff to document and correct billing submissions from the third-party entities. Department management indicates that it is frequently six months behind in reviews and billing. An electronic solution would allow HHS to enhance and streamline the process. System functionality may include the ability to aggregate clinical data to provide a broad picture of the population levels, facilitate care coordination across providers, track clinical quality control measures and outcomes, and manage authorizations and claims across providers.

The current Public Health application was built upon a Microsoft SQL 2007 server, which is being de-supported. There is a three-year extended support period that ends by June 2022. After that, there will be no additional security updates, which would put the system at risk. Implementation of a new, industry-standard billing module is expected to promote efficiencies by eliminating workaround business processes: Clinical and billing staff time on progress notes; case management billing pre-verification; remittance and reconciliation; maintaining multiple databases, spreadsheets, paper inventory; and duplication of time and effort. Project costs are increased \$36,000 for the Public Health Division application based on additional needs identified by department management during the COVID-19 pandemic.

HHS maintains several contracts with third-party service providers. The contract application would allow for improved document management, including versioning control, application of metadata, routing among parties (including external entities), and ongoing post-execution management of the contract. Implementation of an automated contract application would generate operational efficiencies and reduce risk. While immediately beneficial to HHS, it is believed that this application will be scalable for use county-wide. Project costs for this module are estimated at \$174,000.

This capital project is also updated to include American Rescue Plan Act (ARPA) – Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) funding. This capital project would constitute enhancements to public health, behavioral health, and other HHS services and systems, which are eligible under ARPA-CSLFRF.

#### **Alternatives**

HHS will explore multiple software solutions to find a cost-effective solution that meet the Clinical Services and Public Health divisions' functionality needs. For the contract application, county staff evaluated Microsoft SharePoint as a solution, but it would not be scalable county wide due to complex routing requirements.

<b>Project Title:</b>	HHS Electronic Medical Record Module Improvements	<b>Project #:</b>	202014
<b>Department:</b>	DOA - Information Technology	<b>Project Type:</b>	Information Technology
<b>Phase:</b>	Implementation	<b>Sponsor:</b>	Health & Human Services
<b>Budget Action:</b>	C - Scope      C - \$ Update      C - Rev Update	<b>Manager:</b>	Donn Hoffmann, IT
<b>Date:</b>	July 2, 2021	<b>Dept Mgr</b>	Randy Setzer, HHS

**Ongoing Operating Costs**

Department management currently estimate that the ongoing cost for the Clinical Services Division application at about \$81,000. However, streamlining the billing process is expected to save staff time that is currently devoted to documenting and correcting supporting data. The ongoing costs for the new Public Health application are expected to be at or below the ongoing costs for the existing application, resulting in no net increase in operating costs. The ongoing incremental cost of the contract management application is estimated at \$16,000 per year.

**Previous Action**

The current electronic health records systems were implemented as part of the HHS Automated System capital project (#200109). Approved as a new capital project in the 2020 – 2024 capital plan. Approved with a cost update in the 2021-2025 capital plan.

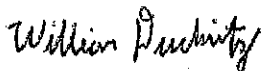
FISCAL NOTE

MODIFY THE 2021-2025 CAPITAL PLAN AND 2021 CAPITAL PROJECT BUDGET TO MODIFY SCOPE FOR CAPITAL PROJECT #202014 HHS ELECTRONIC MEDICAL RECORD MODULE IMPROVEMENTS AND RETITLE PROJECT TO HHS TECHNOLOGY SYSTEM ENHANCEMENTS

This ordinance modifies the 2021-2025 Capital Plan to modify the scope and budget for capital project #202014 HHS Electronic Medical Record Module Improvements, and to retitle the project for the expanded scope to HHS Technology System Enhancements. This ordinance would expand the scope of the project to include a new contract management application, estimated to cost \$174,000. The ordinance would also increase project budget authority by \$36,000 for the Public Health application replacement, based on additional functionality needs identified by department management during its experience with the COVID-19 pandemic. The ordinance would increase project budget authority by \$210,000 in total.

This ordinance would also increase the revenue budget by \$210,000 to offset the new costs. Guidance from the U.S. Treasury indicates that projects that enhance public health, behavioral health, and other HHS services and data systems are eligible for funding under the American Rescue Plan Act (ARPA) – Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) program. This includes existing project expenditure authority prior to this ordinance of \$520,000, which will offset the need for Capital Project Fund balance that was previously assumed for these project costs.

The estimated ongoing levy impact for the new contract management application is estimated at \$16,000 annually and would need to be prioritized within the department's future tax levy targets. The module is expected to generate operating efficiencies and reduce risk in establishing and managing contracts.



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William Duckwitz  
Budget Manager  
07/07/2021  
JE# 2021-00004730

1       MODIFY THE EMERGENCY PREPAREDNESS 2021 BUDGET TO ACCEPT STATE OF WISCONSIN  
2               TELEPHONIC-ASSISTED CARDIOPULMONARY RESUSCITATION PROGRAM FUNDING  
3                       AND APPROPRIATE GRANT REVENUES AND EXPENDITURES  
4  
5

6       WHEREAS, the Communications Division of the Waukesha County Emergency Preparedness  
7       Department currently maintains a center that supports telephonic-assisted cardiopulmonary  
8       resuscitation (T-CPR) in Waukesha County; and  
9

10       WHEREAS, the Communications Division of the Waukesha County Emergency Preparedness  
11       Department requires its staff to maintain its Emergency Medical Dispatch (EMD) certification  
12       through on-going training; and  
13

14       WHEREAS, the Communications Division of the Waukesha County Emergency Preparedness  
15       Department provides updated equipment, allowing staff to effectively provide T-CPR  
16       instructions; and  
17

18       WHEREAS, Wisconsin Division of Public Health has awarded \$4,975 in grant funding to  
19       Waukesha County to assist with funding the equipment and training necessary to provide T-CPR  
20       to the citizens of Waukesha County.  
21

22       THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the  
23       Waukesha County Emergency Preparedness Department is authorized to accept \$4,975 in grant  
24       funding from Wisconsin Division of Public Health to assist in funding the training necessary to  
25       provide T-CPR instruction.  
26

27       BE IT FURTHER ORDAINED that the Emergency Preparedness 2021 budget be modified by  
28       appropriating operating expenses of \$400 to fund recertification for EMD training, personnel  
29       expenses of \$4,575 to fund overtime training costs to provide T-CPR instruction, and increasing  
30       intergovernmental revenues by \$4,975 for corresponding State of Wisconsin grant revenues.



# FY2021 T-CPR Application

Response ID:16 Data

## 2. Application Questions

### 1. Point of Contact Name:

Sherri L Stigler

### 2. Organization Name:

Waukesha County Communications

### 3. Amount of Funding Requested:

\$5,000.00

### 4. How will these funds be spent?

Training for Emergency Medical Dispatchers through the International Academy of Emergency Dispatch  
Refresher Training for Emergency Medical Dispatch Quality Assurance Reviewers

### 5. How will this request improve or upgrade the delivery of telephonic CPR instructions and what service area will be impacted?

Dispatchers at Waukesha County Communications are highly trained in the area of the delivery of telephonic CPR instructions. The center is committed to continual improvement of the EMD program as it supports not only the initial training and recertification of all EMD's, but also the training and refreshing of those responsible to conduct quality assurance audits on the calls for service to ensure that the EMD protocols are being followed. Quality Assurance folks will also be issuing monthly trainings (called Q Tips), which will concentrate on those areas of EMD which they identify as potentially confusing or which are new. The

### 6. How will you measure the success of your request?

Our Quality Assurance program will ensure that the EMD protocols are being followed, and that staff have the opportunity to receive feedback on their EMD calls. Through the IAED program, WCC is committed to review at least 100 calls per month. Reviewers have been assigned a designated number of those; making sure to include every EMD so they are able to receive consistent and important feedback. Success will be measured by the case reviews, which will be forwarded to the individual EMD's, as well as the EMD scores on the training components (Q Tips) as administered by the Quality Assurance team.

## 3. Budget Information

### 7. Please provide item descriptions and estimated costs for the following categories, as applicable.

	Item Description	\$ Amount
Training (classes, salary, travel, etc.)	Initial EMD Training 5 EMD's at \$365 per person EMD Quality Assurance Training 5 EMD's at \$550 per person	\$4,575.00
Continuing Education (classes, salary, travel, etc.)	Recertification EMD Training/Exam for 8 EMD's at \$50 per person	\$400.00
Training Modules, Software (quantity and price per unit)		
Supplies, Equipment (quantity and price per unit)		
Other		
Total of the Request (Not to exceed \$5,000)		\$4,975.00

#### 4. New Supplier Form

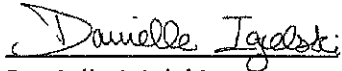
To ensure that your organization's information is up to date in Wisconsin's fiscal system, please email [DHSDESBFSVendorVal@dhs.wisconsin.gov](mailto:DHSDESBFSVendorVal@dhs.wisconsin.gov) to request a W9 tax form and a DOA-6460 New Supplier Form. Once the forms are complete, please return them to the Bureau of Fiscal Services (BFS) mailbox.

FISCAL NOTE

MODIFY THE EMERGENCY PREPAREDNESS 2021 BUDGET TO ACCEPT STATE OF WISCONSIN  
TELEPHONIC-ASSISTED CARDIOPULMONARY RESUSCITATION PROGRAM FUNDING  
AND APPROPRIATE GRANT REVENUES AND EXPENDITURES

This ordinance authorizes the Waukesha County Department of Emergency Preparedness to accept and appropriate \$4,975 of Wisconsin Department of Health Services - Division of Public Health telephonic-assisted cardiopulmonary resuscitation (T-CPR) grant awards in the 2021 budget. The funding will cover \$400 for recertification and \$4,575 in personnel costs associated with the overtime of telecommunicators incurred while training.

This ordinance results in no direct tax levy impact.



Danielle Igielski  
Accounting Services Manager  
7/6/2021  
JE 2021-00004700

1 REAUTHORIZE THE USE OF THE SECURE AND NON-SECURE  
2 DETENTION FACILITIES FOR SHORT-TERM DETENTION  
3  
4

5 WHEREAS, Chapter 938 of the Wisconsin Statutes is designed to hold juveniles accountable for  
6 their violations of juvenile court orders and imposes direct accountability; and  
7

8 WHEREAS, the use of the non-secure and secure detention facilities operated by Waukesha County  
9 or under contract to Waukesha County to detain juveniles for up to 72 hours without a hearing,  
10 as a consequence of violating terms of a dispositional order, furthers the philosophical  
11 preamble of Chapter 938, which holds juveniles accountable for their actions, and is authorized  
12 by Section 938.355(6d)(e), Wisconsin Statutes; and  
13

14 WHEREAS, previous ordinances adopted by the County Board of Supervisors authorized the use  
15 of the non-secure and secure detention facilities in Waukesha County for Waukesha County  
16 Department of Health and Human Services to detain juveniles for up to 72 hours without a  
17 hearing, as a consequence for violating terms of a dispositional order; and  
18

19 WHEREAS, the historical use of the 72-hour hold has been a useful option in the Department's  
20 array of services designed to hold juveniles accountable.  
21

22 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS  
23 that the Circuit Court of Waukesha County, Juvenile Division, and the Waukesha County  
24 Department of Health and Human Services are hereby authorized, using their established  
25 decision making procedures, to continue to detain juveniles adjudged delinquent and who also  
26 violate terms of a dispositional order for up to 72-hours without a hearing in secure or non-secure  
27 facilities operated by Waukesha County or under contract to Waukesha County. Re-  
28 authorization will be required every two years with the next reauthorization due by June 30,  
29 2023.

1 AUTHORIZE THE DEPARTMENT OF HEALTH AND HUMAN SERVICES TO CEASE JUVENILE  
2 SECURE DETENTION OPERATIONS AT THE JUVENILE CENTER; CREATE, ABOLISH, AND  
3 RECLASSIFY POSITIONS TO CONTINUE SERVICES THROUGH A CONTRACTED  
4 SOLUTION; AND MODIFY THE 2021 NON-DEPARTMENTAL BUDGET  
5  
6

7 WHEREAS, the Waukesha County Department of Health and Human Services (HHS) provides  
8 short-term, secure detention and physical custody of children pending court actions; and  
9

10 WHEREAS, HHS currently provides secure detention services in-house at the Juvenile Center  
11 facility with county employees that requires around-the-clock staffing regardless of occupancy;  
12 and  
13

14 WHEREAS, daily census has been diminishing while the cost to continue steadily increases,  
15 requiring the County to look for alternative ways to maintain service; and  
16

17 WHEREAS, HHS has successfully implemented a contracted solution for juvenile female secure  
18 detention, which was previously housed in the Juvenile Center alongside male secure  
19 detention; and  
20

21 WHEREAS, a survey of neighboring counties demonstrated that others have closed their  
22 facilities due to underutilization in favor of a contracted option with other providers; and  
23

24 WHEREAS, HHS is currently contracted with Washington County and has three other verbal  
25 agreements with other counties and is in the process of formalizing written contracts for secure  
26 detention; and  
27

28 WHEREAS, this proposal is projected to result in annualized savings of \$451,000, which can  
29 allow HHS to prioritize resources toward other operational needs, primarily due to a net  
30 reduction of 7.79 FTE; and  
31

32 WHEREAS, these position changes include the abolishment of 8.50 FTE regular positions (6.50  
33 FTE Juvenile Center Workers (five regular full-time and two regular part-time budgeted at 0.75  
34 FTE each) and two regular full-time Juvenile Center Supervisors), the reclassification of one  
35 regular full-time Juvenile Center Coordinator (discussed below), and the elimination of 1.29 FTE  
36 of budgeted temporary extra help and overtime; and  
37

38 WHEREAS this proposal would require three additional positions to continue monitoring and  
39 coordinating care, including the reclassification of one regular full-time Juvenile Center  
40 Coordinator position to one regular full-time Human Services Supervisor position (mentioned  
41 above) due to the continued need to monitor clients and contracted relationships and  
42 coordinate with courts, law enforcement, and schools; the creation of one regular full-time  
43 Social Worker to provide after-hours assessments intakes, which are currently done at the  
44 Juvenile center; and the creation of one regular full-time Human Services Support Specialist to  
45 coordinate other needs of the juveniles, such as visitation, medical appointments, and parental  
46 support services; and

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WHEREAS, this proposal would go into effect on October 1, 2021, and the department would need to hire the new Social Worker and Human Services Support Specialist in September to allow for adequate training time; and

WHEREAS, the partial-year impact of these position changes is estimated at about \$114,000 in savings, which is offset by projected one-time sick leave and vacation payouts of nearly the same amount for the abolished positions; and

WHEREAS, the County has a policy to provide severance/retention benefits to employees whose positions are abolished as an incentive to remain employed with the County until their planned termination date to prevent disruption to services; and

WHEREAS, affected employees are eligible to receive severance/retention pay for either three, six, or nine weeks, depending on their years of service, and a continuation of health insurance benefits for four months; and

WHEREAS, Non-Departmental budgets \$40,000 annually for severance/retention costs, but the one-time severance/retention costs associated with this proposal are projected at \$107,000, requiring an additional \$67,000 of budget authority.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the Waukesha County Department of Health and Human Services is authorized to cease secure detention operations at the Juvenile Center as of October 1, 2021.

BE IT FURTHER ORDAINED that five (5) regular full-time Juvenile Center Worker positions (step range S-08, \$19.24/hour minimum, \$22.11/hour mid-point, \$25.41/hour maximum); two (2) regular part-time Juvenile Center Worker positions (step range S-08, \$19.24/hour minimum, \$22.11/hour mid-point, \$25.41/hour maximum); and two (2) regular full-time Juvenile Center Supervisor positions (open range O-12, \$30.57/hour minimum, \$35.51/hour mid-point, \$40.45/hour maximum), in the Health & Human Services Department be abolished effective October 2, 2021.

BE IT FURTHER ORDAINED that one (1) regular full-time Juvenile Center Coordinator position (open range O-17, \$39.04/hour minimum, \$45.33/hour mid-point, \$51.61/hour maximum), be reclassified to one (1) regular full-time Human Services Supervisor position (open range O-15, \$35.40/hour minimum, \$41.11/hour mid-point, \$46.81/hour maximum), in the Health & Human Services Department effective October 2, 2021.

BE IT FURTHER ORDAINED that one (1) regular full-time Social Worker position (open range O-09, \$26.41/hour minimum, \$30.67/hour mid-point, \$34.93/hour maximum), and one (1) regular full-time Human Services Support Specialist position (step range S-05, \$16.61/hour minimum, \$19.09/hour mid-point, \$21.93/hour maximum), be created in the Health & Human Services Department effective September 1, 2021.

BE IT FURTHER ORDAINED that the 2021 Non-Departmental budget be modified to increase personnel costs by \$67,000 for severance/retention costs and to increase the use of General Fund balance by \$67,000.

FISCAL NOTE

AUTHORIZE THE DEPARTMENT OF HEALTH AND HUMAN SERVICES TO CEASE JUVENILE  
SECURE DETENTION OPERATIONS AT THE JUVENILE CENTER; CREATE, ABOLISH, AND  
RECLASSIFY POSITIONS TO CONTINUE SERVICES THROUGH A CONTRACTED  
SOLUTION; AND MODIFY THE 2021 NON-DEPARTMENTAL BUDGET

This ordinance authorizes the Department of Health and Human Services to cease juvenile secure detention services at the Juvenile Center on October 1, 2021. The county would continue to provide secure detention services through a contract with another county. Currently, the facility only provides secure detention services for male juveniles. Female secure detention services were transitioned to a contract with Washington County in the 2012 budget, saving the county \$200,000 annually.

This proposal would eliminate the need for most 24/7 staffing at the juvenile center, and this ordinance would abolish 8.50 FTE positions, including 6.50 FTE juvenile center workers and 2.00 FTE juvenile center supervisors. The department also budgets for 1.29 FTE of temporary extra help and overtime expenses at the Juvenile Center, which would not be needed going forward, resulting in additional cost reductions. (Changes to regular full-time and part-time positions require County Board approval, unlike changes to budgeted temporary extra help and overtime levels that are not specifically outlined in this ordinance's "Ordained" clauses. If this ordinance is approved, the department will eliminate funding for temporary extra help and overtime in its 2022 budget request.) The department would still need to monitor and coordinate care for the juveniles, and this ordinance reclassifies the existing 1.00 FTE juvenile center coordinator position to 1.00 FTE human services supervisor position, and creates a 1.00 FTE social worker and a 1.00 FTE human services support specialist position. The net reduction in FTE resulting from this proposal would be 7.79 FTE.

By providing secure detention services through a contracted solution, it is estimated that HHS will generate approximately \$451,000 in net savings on an ongoing annual basis (see following table), which can be used to help cover the increasing cost to continue for other operational needs. Most of this savings comes from a net reduction in personnel costs of about \$569,000 due to the decrease in staffing levels needed (mentioned above). This is partially offset by an estimated increase in operating expenses of about \$113,000, largely due to needing to budget for daily rate charges from other counties secure detention facilities, estimated at about \$129,000. Also, under this proposal, HHS staff will travel to individual municipalities to provide assessments of juveniles that are sent to secure detention that were previously performed at the Juvenile Center, and the cost estimate assumes approximately \$10,000 in additional mileage reimbursement costs. These increases in operating costs are partially offset by lower food service, supply, and other costs related to operating the Juvenile Center's secure detention program. Interdepartmental charges are projected to be approximately stable overall, decreasing about \$4,000. This includes a decrease in End User Technology charges due to fewer staff needed by about \$31,000, partially offset by increased Sheriff transportation charges by about \$29,000. Under the new operation, the home municipality of the juvenile would be responsible for transporting the youth to secure detention facility (as is done in many counties

that use a contracted secure detention solution), but the Sheriff's department would be needed to provide transportation to and from the secure detention facility and Waukesha County's Juvenile Court (when video court options are not available). Revenues budgeted in the Juvenile Center are projected to decrease about \$10,000, largely due to the loss of fees charged to other counties for holding their juveniles at the Juvenile Center.

PROJECTED FISCAL IMPACT IN 2022

	Status Quo	Proposed	Change
Personnel	\$ 821,389	\$ 252,051	\$ (569,338)
Operating	\$ 30,055	\$ 142,601	\$ 112,546
Interdepartmental	\$ 66,343	\$ 61,915	\$ (4,428)
<b>Expenditures</b>	<b>\$ 917,787</b>	<b>\$ 456,567</b>	<b>\$ (461,220)</b>
<b>Revenues</b>	<b>\$ 181,401</b>	<b>\$ 171,401</b>	<b>\$ (10,000)</b>
<b>Net Costs</b>	<b>\$ 736,386</b>	<b>\$ 285,166</b>	<b>\$ (451,220)</b>

The partial-year impact in 2021 of the proposed position changes are estimated to reduce costs about \$114,000, which is offset by nearly the same amount of sick leave and vacation payouts for the abolished positions. Severance/retention costs are estimated to total approximately \$107,000, which is \$67,000 more than what is currently budgeted in Non-Departmental. This ordinance would increase the Non-Departmental personnel cost budget by \$67,000 to cover these payments and offset the costs with \$67,000 of additional General Fund balance use. The county's severance/retention policy provides three weeks of pay for employees with six months to three years of service, six weeks of pay for employees with three to ten years of service, and nine weeks of pay for employees with more than ten years of service. The policy also provides a continuation of health insurance benefits for four months. Severance/retention costs will be lower if employees leave employment prior to the termination date, accept employment in another position with the county, or are offered another reasonably comparable position within the county but decline to accept it.

Initiating a contracted solution for the last three months of 2021 will result in increased contracted services, transportation, and mileage charges, partially offset by lower costs by not having to operate secure detention (e.g., lower food costs). The net partial-year impact is estimated at \$35,000 of increased costs that were not assumed in the 2021 budget. Department management is not requesting additional expenditure authority for these costs at this time, and will monitor and manage these costs within their overall 2021 departmental budget.

This ordinance is projected to have a favorable ongoing tax levy impact of \$451,000 (mentioned previously).

*William Duckwitz*

William Duckwitz

Budget Manager

7/6/2021

JE# 2021-00004703



1       MODIFY 2021 BUDGET TO ACCEPT THE US DEPARTMENT OF TREASURY AMERICAN RESCUE  
2       PLAN ACT GRANT THROUGH THE CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY  
3       FUNDS PROGRAM, CREATE THE SPECIAL PURPOSE GRANT FUND, AND  
4       CREATE 1.0 FTE SENIOR FINANCIAL ANALYST POSITION  
5  
6

7       WHEREAS, in March 2021, the federal government approved legislation authorizing and funding  
8       the American Rescue Plan Act (ARPA) allocating \$350 billion of direct aid to state and local  
9       governments through the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) program;  
10      and

11  
12      WHEREAS, Waukesha County's CSLFRF allocation is \$78.5 million which must be spent or  
13      obligated by December 31, 2024 and completed by December 31, 2026; and

14  
15      WHEREAS, permissible uses of the grant funding include supporting public health; responding  
16      to negative economic impacts from the public health emergency; provide premium pay for  
17      essential workers; investing in water, sewer, and broadband infrastructure; and recovering lost  
18      revenue to fund general government services; and

19  
20      WHEREAS, the use of these funds through 2026 will be dependent upon multiple factors,  
21      including evolving Treasury guidance regarding project eligibility, and at this time, county  
22      administration is requesting approval to use only a portion of the funding to cover known and  
23      potential pandemic response costs and to establish effective management for the  
24      administration of this grant going forward (described below); and

25  
26      WHEREAS, with regard to the pandemic-related costs, Waukesha County continues to actively  
27      monitor and respond to the public health emergency through contact tracing and disease  
28      investigation, supporting testing efforts, and providing support for community vaccination  
29      efforts; and

30  
31      WHEREAS, approximately \$1.5 million in APRA-eligible public health response expenses are  
32      projected to be incurred throughout 2021 above what is funded by other county board  
33      approved grant funds (Adopted 2021 budget and Enrolled Ordinance 175-O-80); and

34  
35      WHEREAS, the dollar volume, reporting requirements, scope of potential projects across  
36      multiple functional groups, and the multi-year grant period would put strain on the existing  
37      workforce; and

38  
39      WHEREAS, this grant funding is eligible to cover additional administrative costs, and hiring a  
40      sunset senior financial analyst that would assist in the workload and reduce grant compliance  
41      risk; and

42  
43      WHEREAS, the partial-year cost of a senior financial analyst is expected to be approximately  
44      \$35,000 in 2021 (cost will vary depending on employee benefit selections); and  
45

46 WHEREAS, other costs, estimated at \$15,000, are expected to be incurred to perform research,  
47 build the strategic framework for the remaining 5.5 years of this grant program, and help clarify  
48 complicated ARPA eligibility and compliance issues; and

49  
50 WHEREAS, to assist in the management of this grant, a new special revenue fund needs to be  
51 established to account for and manage specific grant funded projects with bottom-line budget  
52 authority by project, similar to how multi-year projects are managed in the capital projects  
53 fund; and

54  
55 WHEREAS, Waukesha County is continuing to monitor updated guidance provided by  
56 Department of Treasury to determine project eligibility with additional uses to be proposed to  
57 the County Board for approval through future requested ordinances or through the annual  
58 budgeting process.

59  
60 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS the Waukesha  
61 County Department of Administration is authorized to accept US Department of Treasury  
62 American Rescue Plan Act Grant funding through to the Coronavirus State and Local Fiscal  
63 Recovery Funds program to fund the permissible expenditures.

64  
65 BE IT FURTHER ORDAINED that a special revenue fund titled the "Special Purpose Grant Fund"  
66 be created to track specific grant funded projects with bottom-line project level budget  
67 authority.

68  
69 BE IT FURTHER ORDAINED that the Special Purpose Grant Fund grant fund be modified by  
70 increasing intergovernmental revenues by \$1,550,000 and increasing personnel costs by  
71 \$1,320,000, operating expenses by \$185,000, and interdepartmental charges by \$45,000.

72  
73 BE IT FURTHER ORDAINED that the Department of Administration is authorized to create 1.0  
74 FTE regular, full-time sunset senior financial analyst position, open range 14 (\$33.71/hour  
75 minimum, \$39.14/hour mid-point, \$44.57/hour maximum).

FISCAL NOTE

MODIFY 2021 BUDGET TO ACCEPT THE US DEPARTMENT OF TREASURY AMERICAN RESCUE PLAN ACT GRANT THROUGH THE CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS PROGRAM, CREATE THE SPECIAL PURPOSE GRANT FUND, AND CREATE 1.0 FTE SENIOR FINANCIAL ANALYST POSITION

This ordinance authorizes the county to accept \$78,510,723 of federal American Rescue Plan Act (ARPA) funding distributed from US Department of Treasury as part of the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) program. This funding is provided in two installments, the first in May of 2021 and the second in May of 2022. These proceeds must be obligated by December 31, 2024 and spent by December 31, 2026 or otherwise returned to the federal government.

The federal government allows reimbursements for the following categories:

<b>Category</b>	<b>Examples/Explanations</b>
Support public health expenditures	COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff
Address negative economic impacts caused by the public health emergency	Addressing economic harms to workers, households, small businesses, impacted industries, and the public sector
Provide premium pay for essential workers	Additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors
Invest in water, sewer, and broadband infrastructure	Making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet
Replace lost public sector revenue	This funding can be used to provide government services (including infrastructure) to the extent of the reduction in revenue experienced from 2020-2023 due to the pandemic

At this time county administration is requesting to appropriate expenditure authority for only a portion of this grant needed to cover known and potential pandemic response costs and to cover initial expenses necessary to provide effective and accurate grant management. These requested expenditures are detailed on the following table (next page).

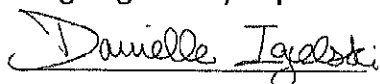
Project Description	2021 Projected Cost
Public health response through contact tracing and disease investigation, support of testing efforts, support for community vaccination efforts, and related associated technology costs.	\$1,500,000 (Personnel costs of \$1,285,000 and operating expenses of \$170,000, and interdepartmental charges of \$45,000)
*Senior financial analyst position for management of financial tracking, ongoing fiscal projections, grant reporting, and other related tasks.	\$35,000 – Personnel costs
Consulting services needed to assist with project eligibility interpretation, grant compliance, and strategically aligning programs with county financial planning objectives.	\$5,000 – Operating expenses
Economic and labor data subscription to conduct economic and workforce data analysis and impact studies to help inform economic assistance programs and recovery efforts.	\$10,000 – Operating expenses
<b>Total</b>	<b>\$1,550,000</b>

\*This ordinance requests the creation of a regular full-time sunset senior financial analyst position, open range 14 (\$33.71/hour minimum, \$39.14/hour mid-point, \$44.57/hour maximum). This position is expected to cost \$35,000 for the partial year in 2021, and \$106,000 on an annual basis (in 2021 dollars). Actual costs will vary based on benefit plan selections.

In addition, this ordinance authorizes the county to create a new special revenue fund (the "Special Purpose Grant Fund") for the purpose of managing grant funded projects. Budget authority in this fund would be set at the bottom-line expenditure level for each project approved by the County Board, similar to how multi-year capital projects are accounted for. Creating this fund will allow the county to more readily manage and report on project progress and avoid the need for administratively burdensome intra-project fund transfer requests while maintaining approved legislative intent.

There may be instances when CSLFRF funds are accounted for outside of this fund. This would include allocating revenues to existing base budget expenses in departments (e.g., eligible staff time dedicated to the pandemic response) or to the Capital Project Fund for major projects approved by the County Board. In both instances, the county will establish a separate revenue account to track the use of these funds.

This ordinance funds estimated 2021 expenses with grant revenues and does not result in an ongoing tax levy impact.



Danielle Igielski  
Accounting Services Manager  
7/7/2021

1 APPROVE LEASE WITH CAPITAL FLIGHT, LLC TO BECOME A MULTIPLE SERVICES  
2 AERONAUTICAL SERVICE PROVIDER AT WAUKESHA COUNTY AIRPORT  
3  
4

5 WHEREAS, Capital Flight has applied to become an Aircraft Storage, Sales, Maintenance, Lease  
6 and Rental, Flight Training, Charter and Unscheduled Air Taxi Service Provider in accordance  
7 with Waukesha County's Minimum Standards for Aeronautical Service Providers; and  
8

9 WHEREAS, Capital Flight, LLC has been operating at Morey Field in Middleton, Wisconsin since  
10 2013; and  
11

12 WHEREAS, Capital Flight, LLC projects investment of approximately \$6.8 Million to build a  
13 hangar and to hire up to 60 new full and part time employees with annual salaries averaging  
14 \$40,000; and  
15

16 WHEREAS, an additional service provider will introduce new land lease and fuel flow revenue to  
17 the Waukesha County Airport budget.  
18

19 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that Capital  
20 Flight, LLC is approved to become a Multiple Service Aeronautical Service Provider in  
21 accordance with Waukesha County's Minimum Standards for Aeronautical Service Providers.  
22

23 BE IT FURTHER ORDAINED that a lease with Capital Flight, LLC substantially in the form attached  
24 hereto is hereby approved. The Airport Manager and Corporation Counsel are authorized to  
25 take all actions necessary to finalize negotiations and lease terms and to execute the lease  
26 provided that the final terms do not materially alter the nature or economics of the deal.

**HANGAR LAND LEASE AGREEMENT**

**BETWEEN**

**WAUKESHA COUNTY**

**AND**

**CAPITAL FLIGHT, LLC**

**FOR**

**2471 AVIATION DRIVE  
(Hangar Lot 2471)**

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THIS AGREEMENT made and entered into this 1<sup>st</sup> day of August, 2021 by and between WAUKESHA COUNTY, a quasi-municipal corporation, hereinafter referred to as the "County", and Capital Flight, LLC, a Wisconsin limited liability company, hereinafter referred to as "Lessee".

### **PRELIMINARY RECITALS**

WHEREAS, the County is the owner and operator of Waukesha County Airport - Crites Field, an airport situated in Waukesha County, Wisconsin (the "Airport").

WHEREAS, Lessee desires to lease from the County a parcel of land at the Airport to be used for the construction of an aircraft storage and multi-use facility (a hangar).

NOW, THEREFORE, in consideration of the mutual promises of the County and Lessee as set forth below, the County and Lessee agree as follows:

### **ARTICLE 1 TERM; EXTENSION**

This Agreement shall commence effective August 1, 2021 and shall terminate on July 31, 2051 (the "Initial Term"), unless terminated sooner or extended as permitted by this Agreement.

At the conclusion of the 30-year Initial Term, Lessee shall have the option to extend this Agreement for two (2) additional ten-year terms (each a "Renewal Term"). Accordingly, at the end of the Initial Term, the term of this Agreement will automatically renew for two (2) separate consecutive additional periods of ten (10) years each, provided that Lessee is not in default under the Agreement at the time of each such renewal, upon the same terms and conditions hereof, unless Lessee notifies the County in writing of Lessee's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the first Renewal Term as the case may be. Rent during any Renewal Term shall continue to be calculated as set forth in Article 3.

The period of the Initial Term from August 1, 2021 through February 28, 2022 shall be deemed the "Financing Period" during which time Lessee anticipates securing financing for its hangar. If Lessee is unable to secure financing and notifies the County prior to the end of the Financing Period of its intent because of that failure to terminate this Agreement, this Agreement shall be terminated without penalty or further obligation of either party.

### **ARTICLE 2 LEASED PREMISES; PURPOSE**

The County leases to the Lessee the following described portions of the Airport, each of which is identified and shown on Exhibit 1 which is attached to and made a part of this Agreement, and each of which, individually and collectively, is referred to in this Agreement as the "Leased Premises".

PARCEL A: A parcel of land approximately 38,085 square feet more or less, which is more specifically shown and described on Exhibit 1. Parcel A shall be used solely for the construction of

a hangar and multi-use facility by Lessee, which will be no less than 35,000 square feet, and may be used only for one or more of the following purposes: (1) Aircraft Storage; (2) Aircraft Sales; (3) Aircraft Airframe, Engine & Accessory Maintenance and Repair; (4) Aircraft Lease and Rental; (5) Flight Training; and (6) Aircraft Charter and Unscheduled Air Taxi. In addition, Lessee may use Parcel A for these additional approved uses: (7) approved special events authorized in accordance with Article 35 below; (8) conference and entertainment facility and (9) bar and restaurant and related services. Notwithstanding these additional approved uses, Parcel A shall always be used in part to store, maintain and service airplanes and the needs of the owners and users of said airplanes.

Lessee does not have an exclusive right to perform any aeronautical services at the Airport, and no person or entity at the Airport is obligated to use any of the aeronautical services that Lessee provides.

**PARCEL B:** A parcel of land, presently developed as an airport ramp, approximately 265 feet wide by 220 feet deep containing approximately 58,300 square feet and lying immediately north of Parcel A, which is more specifically shown and described on **Exhibit 1**. Parcel B shall be preferential use ramp space may be used by Lessee solely for aircraft parking and the staging of ground support vehicles in association with approved aeronautical services, or for special events authorized in accordance with Article 35 below. For the purposes of this Agreement, "preferential use" means the space is generally open to public for parking and operations, however, only Lessee shall have the right to provide aeronautical services in this area.

**PARCEL C:** A parcel of land immediately southeast of Parcel B, presently developed as an airport ramp containing approximately 72,938 square feet and which is more specifically shown and described on **Exhibit 1**. Parcel C may be reserved and used for occasional parking and use as an outside venue for special events authorized in accordance with Article 35 below. Except as otherwise provided herein, Lessee does not have exclusive or preferential use of Parcel C. Lessee shall have no right to reserve or use Parcel C during the week of the annual Experimental Aircraft Association Fly-In or on other dates reasonably specified in advance by the Airport Manager for local/regional events when maximum ramp and tie down space is needed or desirable to accommodate anticipated higher than normal transient airport traffic.

### **ARTICLE 3 FEES AND RENTALS**

The Lessee shall pay the following fees and rentals:

1. A lot description fee of \$1,200.00 payable upon execution of this Agreement.
2. A lot reservation fee of \$600.00 payable upon execution of this Agreement to reserve the Leased Premises through the Financing Period.
3. Annual rental for the Leased Premises of \$42,004.79 (calculated at \$0.3548 per square foot times 33,595 square feet plus \$2.23 per square foot times 4,490 square feet of restaurant space for Parcel A, \$0.3440 per square foot times 55,390 square feet for Parcel B, and a charge of \$1,031.12 for fifteen (15) total event days for the Special Event Use of Parcel C). For 2021, the amount of rent

due is Seventeen Thousand Five Hundred Dollars (\$17,500.00). Rent shall be payable in equal monthly installments of Three Thousand Five Hundred and 40/100 Dollars (\$3,500.40) on the first day of each month beginning August 1, 2021.

For the year 2022, the annual rental payment for the Leased Premises shall be adjusted on the basis of the percentage by which the average of the United States Consumer Price Index - Urban (or its successor or replacement index) for the previous twelve calendar months ending June, 2020 increased over the average for the prior twelve calendar months ending June, 2021. The same adjustment in the amount of annual rent shall be made according to the same formula for each succeeding year (i.e., the annual rent for year 2023 will be adjusted based upon the percentage increase of the index average from the twelve-month average ending June 2021 to the twelve-month average ending June 2022). Notwithstanding the foregoing, the percentage increase over the prior year's annual rental payment shall not be less than 2.5% or greater than 10%.

Commencing with the year 2022, the annual rental payments shall be made in four equal installments on January 1, April 1, July 1, and October 1 of each year. During any holdover period pursuant to Article 30 of this Lease, rent shall be paid monthly on the first day of each month at a rate of 1/12 the annual rental payment which would otherwise be due under the formula set forth in this Article 3.

3. An additional fee of \$68.74 per day shall be charged for the Special Event use of Parcel C for any days in addition to the fifteen (15) days per year authorized by this Agreement. This additional daily fee shall be adjusted annually beginning January 1, 2022 in the same manner as the annual rental payment and shall be payable upon the approval of the additional Special Event.

Any late payments under this Agreement shall bear interest at the rate of 12% per annum until paid in full.

Notwithstanding the foregoing and so long as Lessee is not in material default under this Agreement, payment of rent with respect to Parcel A except that portion attributable to restaurant space shall be waived through July 31, 2026. Rent with respect to that portion of Parcel A attributable to restaurant space, Parcel B and Parcel C shall be waived until the earlier of Lessee's receipt of an occupancy permit or August 1, 2023.

#### **ARTICLE 4 STANDARDS FOR GENERAL AVIATION OPERATORS**

The provisions set forth in Exhibit 2, entitled Waukesha County Airport Minimum Standards for Aeronautical Service Providers, are made a part of this Agreement as are any amendments thereto made from time to time. If this Agreement and the Waukesha County Airport Minimum Standards for Aeronautical Service Providers are in conflict in what they require of the Lessee, or in what they obligate the Lessee to do or not to do, the Waukesha County Airport Minimum Standards for Aeronautical Service Providers shall control.

For the avoidance of doubt, to the extent not otherwise expressly reproduced herein, the lease

clauses contained in Section 9-61 of the Waukesha County Code are incorporated herein by reference. Furthermore, in accordance with Section 9-72 of the Waukesha County Code, as a multiple aeronautical service provider Lessee shall provide the facilities, equipment and services required to meet the Minimum Standards for all aeronautical services authorized to be performed as identified in Article 2 above, shall comply with all requirements for multiple aeronautical service providers, shall comply with the Minimum Standards for each such aeronautical service, and shall at all times comply with the Minimum Standards for all aeronautical service providers in accordance with Section 9-58 of the Waukesha County Code.

The provisions set forth in Exhibit 3, entitled Declaration of Covenants and Restrictions for Buildings and Structures of Waukesha County Airport, are made a part of this Agreement as are any amendments thereto made from time to time. If this Agreement and the Declarations of Covenants and Restrictions for Buildings and Structures of Waukesha County Airport are in conflict in what they require of the Lessee, or in what they obligate the Lessee to do or not do, the Declarations of Covenants and Restrictions for Buildings and Structures of Waukesha County Airport shall control.

## **ARTICLE 5 RIGHTS AND PRIVILEGES OF LESSEE**

Subject to the terms and conditions hereinafter set forth, Lessee is hereby given the following rights and privileges during the term of this Agreement.

1. Storage and other Uses – Lessee has the right to store its own owned or leased aircraft on the Leased Premises. In addition, Lessee may use the Leased Premises for one or more of the following purposes: (1) Aircraft Storage; (2) Aircraft Sales; (3) Aircraft Airframe, Engine & Accessory Maintenance and Repair; (4) Aircraft Lease and Rental; (5) Flight Training; and (6) Aircraft Charter and Unscheduled Air Taxi. In addition, Lessee may use Parcel A for these additional approved uses: (7) approved special events in accordance with Article 35 below; (8) conference and entertainment facility, and (9) bar and restaurant and related services. Notwithstanding these additional approved uses, Parcel A shall always be used in part to store, maintain and service airplanes and the needs of the owners and users of said airplanes. Lessee shall not engage in any other business or operation from the Leased Premises without the written consent of the County, including but not limited to any business or operation which would be in competition with the services offered by any other fixed base operator or aeronautical service provider as defined in the Waukesha County Airport Minimum Standards for Aeronautical Service Providers. The Leased Premises shall not be used for Aircraft Fuel and Oil Services. Lessee understands that a violation of this paragraph is a material default and breach of this Agreement, which gives the County the rights set forth in Article 12 of this Agreement.
  
2. Aeronautical Facility Use - Lessee shall be permitted to use, in common with others, existing and future aeronautical facilities at the Airport as they may exist or be modified, augmented, or deleted from time to time. These facilities shall include, but not be restricted to the landing areas, their extensions and additions, roadways, aprons, and any air navigation facilities or other conveniences for the flying, landing, and taking-off of aircraft. Nothing

herein shall prohibit the County from modifying, augmenting, or deleting any such facilities.

3. Ingress and Egress - Subject to rules and regulations governing the use of the Airport as may be established by the Airport Manger, the Lessee, its employees, suppliers of materials, furnishers of service, sublessees (to the extent permitted or allowed hereunder), business visitors, and invitees shall have the right of ingress and egress to and from the Leased Premises leased exclusively to Lessee.
4. Quiet Enjoyment - The County covenants that upon paying the rent and performing the covenants and conditions herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the Leased Premises for the term of this Agreement. Lessee agrees that temporary inconveniences, such as noise, disturbances, traffic detours and the like, caused by or associated with the construction of Airport improvements or Airport events shall not constitute a breach of quite enjoyment of the Leased Premises.

## ARTICLE 6 RIGHTS AND PRIVILEGES OF COUNTY

In addition to the other rights and privileges herein retained by it, the County has and reserves the following rights and privileges:

1. Airport Development - The County has the right, but shall not be obligated to Lessee, to develop or improve the landing areas and other portions of the Airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance. If the development of the Airport requires it, the County has the right to either (1) substitute another parcel of land for the Leased Premises, and relocate or rebuild Lessee's improvement(s) to that new parcel at no cost to the Lessee, or (2) purchase Lessee's hangar at fair market value per Article 14 and terminate this Agreement. In the event of a substitution and relocation or a purchase and Agreement termination as permitted by this section, the County shall have no liability to the Lessee for any loss, expense, damage or cost of any nature whatsoever that results from or is occasioned by the substitution and relocation or the purchase and Agreement termination.
2. Aerial Approaches - The County has the right to take any action it considers necessary to protect the aerial approaches and transition surfaces of the Airport against obstruction, together with the right to prevent the Lessee or any sub-lessee from erecting or permitting to be erected any building or other structure on the Airport, which, in the opinion of the Airport Commission would limit the usefulness of the Airport or constitute a hazard to aircraft.
3. War, National Emergency, Riot, or Natural Disaster - During time of war, national emergency, riot or natural disaster, the County shall have the right to lease the entire Airport or any part thereof to the United States or State of Wisconsin for military or national Guard use and, in such event, the provisions of this Agreement, insofar as they are inconsistent with the provisions of any lease to any such unit of government, shall be suspended for the term of such government lease.

4. Access to Leased Premises - To the extent necessary to protect the rights and interests of the County, or to investigate compliance with the terms of this Agreement, the Airport Manager or his designee shall at any and all times have the right to inspect the Leased Premises, including all buildings, structures, and improvements erected thereon.
5. Government Use of Airport - This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States Government, relative to the operation or maintenance of the Airport, the execution of which has been, or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.
6. Unrestricted Right of Flight - The County, for the use and benefit of the public, has a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

#### **ARTICLE 7 OBLIGATIONS OF LESSEE**

Except as otherwise specifically provided herein, Lessee shall have the following obligations during the term of this Agreement.

1. Condition of Leased Premises - Lessee accepts the Leased Premises in its present condition and, without expense to the County, will maintain any installations thereon.
2. Hangar Construction - Lessee shall have all construction plans, including site preparation, approved by the Airport Commission prior to any construction occurring on the Leased Premises, such approval not to be unreasonably withheld. Hangar construction must be substantially complete within twenty-four (24) months from the execution of this Agreement. The issuance of a certificate of occupancy shall evidence completion within the meaning of the preceding sentence. Construction scheduling and operations shall be coordinated with and approved by the Airport Manager before construction shall begin, such approval not to be unreasonably withheld. Lessee understands that any and all portions of the Airport which are disturbed by Lessee or its contractors during construction shall be restored at Lessee's sole expense to the same condition as before construction began. Failure to make any restorations as identified herein shall be considered a material breach of this Agreement. Lessee shall provide the County an irrevocable letter of credit, performance bond or other comparable security in a form acceptable to the County and in the amount equal to the total costs of construction and payable to the County upon demand upon Lessee's failure to timely commence or complete the construction of the hangar pursuant to this Agreement.
3. Maintenance, Exterior Storage, and Housekeeping - Lessee shall at its expense, keep,

maintain, and repair the Leased Premises, any improvements thereto, and all equipment and buildings in a presentable and operable condition, consistent with good business practices, and in a manner to preserve and protect the general appearance and value of other premises in the immediate vicinity. This shall include, but not be limited to: roof, exterior painting, all doors, paved areas, lighting, grass, and landscaped areas within lease lines.

Lessee further agrees that there will be no outside storage of equipment, materials, supplies, or damaged or partially dismantled aircraft on the Leased Premises, and will remove at its expense all trash, garbage, and oil, and not deposit the same on any part of the Airport except temporarily in conjunction with collection or removal.

In the event Lessee does not keep the Leased Premises in a presentable condition, the County has the right to issue a written notice to remedy the condition forthwith. Should Lessee fail to perform satisfactorily within ten (10) days of such notification, or show cause for extension of said time period, the County shall have the right to perform, or have performed by an outside contractor the necessary work without liability, and Lessee agrees to pay the County one hundred twenty-five percent (125%) of such expenses within fifteen (15) days upon invoice receipt.

In the event of fire or any other casualty to buildings or other structures owned by Lessee, Lessee shall either repair or replace the building or remove the damaged building and restore the Leased Premises to its original condition; such action must be accomplished within one hundred twenty (120) days of the date the damage occurred. Upon petition by Lessee, the County may grant an extension of time if it appears such extension is warranted, and such extension shall not be unreasonably withheld.

4. Additions or Alterations - Lessee is prohibited from making alterations, attaching external fixtures, or making other changes to the hanger facility or the Leased Premises unless approved in advance in writing by the Airport Manager.
5. Signage and Illumination - Lessee shall not paint upon, attach, exhibit or display in or about said Leased Premises any sign without the written consent of the Airport Manager first obtained regarding the nature and construction of said sign, provided always that the Lessee may erect across the front of the building an appropriate sign containing the name of the Lessee with Airport Manager approval, said approval not to be unreasonably withheld.
6. Utilities - Lessee agrees to provide its own connections with utilities and to make separate arrangements with the agencies responsible for these utilities. Lessee shall pay for all utility service supplied to the Leased Premises, and if required by the utility agencies as a condition of providing the services, Lessee will install and pay for standard metering devices for the measurement of such services. In the event it shall become necessary to make utility service or facility changes, Lessee will either make such changes and installations, at its expense, as directed and required by the utility organizations, or pay the utility organization for such changes made. The County shall have the right, without cost to Lessee, to install and maintain in, on or across the Leased Premises, sewer, water, gas, electric, and telephone

lines, electric substations, or other installations necessary to the operation of the Airport, or to service other tenants of the County; provided, however, that the County shall carry out such work and locate any above-ground structures in a manner so as not to unreasonably interfere with Lessee's use of the Leased Premises.

7. Discrimination - Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration thereof, does hereby covenant and agree that a) no person on the grounds of race, sex, color, physical handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said Leased Premises, b) that in the construction of any improvements on, over, or under such Leased Premises and the furnishings of services, thereon, no person on the grounds of race, sex, color, physical handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and c) that the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
8. Costs of Enforcement - Lessee covenants and agrees to pay and discharge all reasonable costs, attorneys' fees, and expenses that shall be made and incurred by the County in enforcing the covenants and agreements of this Agreement.
9. Taxes, Licenses, and Permits - Lessee shall obtain and keep current all municipal, County, State and Federal licenses and permits that may be required in its operation. Also, Lessee will bear, pay, and discharge all taxes, assessments and levies of every nature and kind which may be taxed, charged or assessed lawfully against the Leased Premises and improvements thereon, or which may be lawfully levied or imposed upon the leasehold by a governmental agency.
10. Liens - Lessee agrees to promptly pay all sums legally due and payable on account of any labor performed on, or materials furnished for the Leased Premised. Lessee shall not permit any liens to be placed against the Leased Premises on account of labor performed or material furnished, and in the event such a lien is placed against the Leased Premises, Lessee agrees to save the County harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

Notwithstanding the foregoing, upon approval of the Airport Commission (which approval shall not be unreasonably withheld), Lessee may grant a lien or security interest in its own personal property located upon the Leased Premises, or its interests in the Leased Premises conferred by this Agreement as set forth in Article 33, to a bonafide lending institution.

11. Parking - Lessee agrees to prohibit vehicle parking on the Airport premises other than those



vehicles specifically associated with the use of the Leased Premises, and no other. Lessee, its employees, sub-lessees, guests and invites shall park only on Lessee's Leased Premises, or other publicly designated parking areas. Lessee, its agents or guests are expressly prohibited from operating any vehicle on any area of the Airport designated as a "movement area". Lessee shall at all times comply with posted signs regulating the movement of vehicles.

12. Laws, Ordinances, Rules and Regulations - Lessee agrees to observe and obey the rules and regulations governing the conduct and operation of the Airport facilities promulgated from time to time by the Airport Manager, Airport Commission, and/or Waukesha County Board. Lessee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including all applicable Federal Aviation Administration orders, regulations and advisory circulars that pertain to any conduct or operation at the Airport.
13. Storage of Flammable Fluids - Lessee agrees that the storage of gasoline or other flammable fluids in bulk quantities shall be limited to the Airport Fuel Farm or to such area as designated by the Airport Manager. Lessee agrees that the storage of all other gasoline or flammable fluids shall be in an approved steel locker labeled "FLAMMABLE". The Airport Manager may, in his discretion, prohibit or impose restrictions on the storage of said materials if, in the Manager's opinion, the storage is determined a safety hazard. The disposal of any hazardous chemicals or fluids on the Airport premises is prohibited and is considered a material breach of this Agreement.
14. Snow Plowing - Lessee agrees to be responsible for the plowing of snow within its Leased Premises including parking lot(s) and aircraft parking ramp(s). Snow plowing adjacent to or in aircraft parking ramp(s) area(s) will be consistent the requirements of the FAA as established in Advisory Circular Airport Winter Safety and Operations or its successors. The County shall provide snow removal on all movement areas consistent with priorities established and specified in the Waukesha County Airport Snow and Ice Control Plan.
15. Special Events - To not conduct or hold air shows, races, similar events, or other special events, including those of a non-aeronautical nature, at the Airport without written authorization from the Airport Manager in advance in accordance with the Airport's Special Event Policy.
16. Covenants - Lessee acknowledges receipt of a copy of the Waukesha County Airport Covenants that apply to its Leased Premises and shall comply with the requirements of these Covenants as they may be amended from time to time.
17. Ramp Maintenance/Repair - Lessee shall, at its own expense, maintain and keep in good order and repair (and replace if necessary) the preferential use airport ramp upon Parcel B in accordance Federal Aviation Regulation (FAR) Part 139.305, as amended or modified from time to time, and County standards.

If Lessee fails to comply with any part of the preceding paragraph, the Airport Manager may notify Lessee in writing of any such maintenance or repair that must be done. If Lessee fails

to perform the maintenance or repair within fifteen (15) days of the written notice, the County may provide the necessary maintenance or repair services, and Lessee shall pay the County one hundred twenty-five percent (125%) of the County's expenses within fifteen (15) days of receipt of an invoice.

## ARTICLE 8 SELF-FUELING

Notwithstanding Article 7, paragraph 13, "Storage of Flammable Fluids," upon issuance of a permit for self-fueling, the Lessee shall be entitled to transfer fuel into aircraft owned by or leased exclusively to it. For all matters related to self-fueling, the Lessee must comply with each and every obligation and requirement below and of the Waukesha County Airport Self Fueling Ordinance. The Waukesha County Airport Self Fueling Ordinance, hereafter referred to as "Ordinance," is attached as Exhibit 3 and made a part of this Agreement, as are any amendments thereto made from time to time.

1. Location and Installation of Tank and Components – The entire tank fueling system and components shall be positioned and constructed in a manner consistent with requirements set forth in the Ordinance for the type of system being used.
2. Security Deposit – At the time of execution and issuance of a self-fueling permit, the Lessee shall deposit with the County the sum of \$10,000 per fuel tank (or such greater amount as may be set forth in the then-current version of the Ordinance) plus the amount of any self-insured retention (deductible) in the pollution liability and environmental impairment insurance that the Lessee will be required to supply, to be held by the County as security for and against any loss, cost or expense incurred by the County as a result of any activity related to self-fueling engaged in by the Lessee, including Lessee's failure to pay the fuel flowage fee required by the Ordinance. If the self-insured retention exceeds \$5,000.00 (or such greater amount as may be set forth in the then-current version of the Ordinance), it may be satisfied by an irrevocable letter of credit in favor of the County in a form acceptable to the County. The County will pay Lessee interest on the money deposited with it, at a rate to be determined by the County based upon any actual rate of return received, payable annually. Unless it is used as permitted in the following paragraph, this money shall be returned to Lessee following the completion of all of its obligations under this Agreement, including any payment obligations.

If Lessee fails to make any payment to the County required by this Agreement, including charges for maintenance and repair and for damage to property, or if Lessee otherwise defaults with respect to any provision of this Agreement, the County may use, apply or retain so much of the deposit as necessary to fulfill the payment obligation, cure the default or otherwise compensate the County for damage or loss sustained by it resulting from Lessee default. Such use of the deposit by the County in no way limits its right to pursue the remedies given to it by this Agreement. Lessee shall be required to, within ten (10) days of receipt of written notice to do so, fully replenish all security deposit funds so applied.

3. Fuel Flowage Fee – The Lessee shall pay a fuel flowage fee of \$0.10 (10 cents) for each gallon of fuel delivered to Lessee’s fuel tank system (or such greater amount as may be set forth in the then-current version of the Ordinance). Payment of the fee shall be made to the Airport Manager on the 20th day of each month for fuel that was delivered or transferred during the previous month. Any late payment shall be subject to interest in the amount per month set forth in the then-current version of the Ordinance. With each payment, the Lessee shall furnish the Airport Manager with a statement and documentation showing the number of gallons delivered or transferred for the applicable payment period. **The Lessee understands and agrees that if the Waukesha County Board of Supervisors amends the Ordinance by changing the amount of the fuel flowage fee, the Lessee shall pay the new fee.**
  
4. Inspection and Maintenance – Lessee shall perform daily, weekly and monthly inspections, maintenance and testing of any fuel tank system and fuel servicing vehicles it operates as required by the system and component manufacturers, local, state and federal laws, codes, ordinances rules and regulations and FAA Advisory Circulars and Orders now or hereafter in force and effect. Lessee shall maintain written records required by this paragraph for a minimum of six (6) years and shall be made available to the Airport Manager upon request.
  
5. Record Keeping and Audits – Records kept by Lessee shall include but not be limited to the following: The dates, quantities and supplier of all fuel brought onto the Airport for the purpose of self-fueling. Fuel product quantity monitoring reports generated by an underground fuel tank monitoring system, which reports must clearly identify the tank owner, hangar location and tank contents. Reports shall be provided to the Airport Manager every three (3) months. Records required by this paragraph shall be maintained for a minimum of six (6) years.  
In addition to the records required by paragraph, the Lessee shall provide the Airport Manager with information and records which are requested for the purpose of determining compliance with the Ordinance including, but not limited to, records pertaining to business organization and ownership, ownership of equipment, and employee status, and promptly forward to the Airport Manager copies of any fire or safety inspection reports, underwriting audits or insurance company reviews that relate to its self-fueling operations at the Airport, including its fuel tank system and aircraft fuel servicing vehicles. The Lessee shall also allow the Airport Manager, or his designee, to inspect the Lessee’s fuel tank system and aircraft fuel servicing vehicles for the purpose of determining compliance with the Ordinance.  
  
The Lessee shall keep training records for the employees who perform fueling operations for a minimum of six (6) years, and shall make the training records available to the Airport Manager upon request.  
  
The County shall have the right, during reasonable hours and upon reasonable advance notice, to audit Lessee’s records regarding its self-fueling operations at the Airport.
  
6. Tank Removal – Lessee shall be required to remove tank system and restore the site upon expiration of the land lease, upon permit expiration or revocation, or upon the expiration of

the manufacturer's warranty period, whichever comes sooner.

7. Fueling Personnel Requirements - No individual may perform a fueling operation unless the individual meets all of the following requirements and does all of the following things:
  - a. Remains with the fueling apparatus at all times during the fueling operation;
  - b. Exercises extreme caution to prevent a fuel spill, and if a fuel spill occurs, immediately ceases fueling operations and notifies the Airport Manager;
  - c. Is an employee of the Lessee, but this requirement does not apply to an individual delivering fuel into a fuel storage tank;
  - d. For any fueling operation that results in the transfer of fuel into an aircraft, can demonstrate that he or she is authorized, trained and fully qualified to operate the fuel transfer equipment by having completed, or been trained by an individual who has completed, an accepted FAA training program, and carrying with him or her an identification card issued by the employer which certifies his or her qualifications;
  - e. Complies with all NFPA and FAA requirements regarding fuel transfers for aircraft fuel servicing.
  
8. Compliance with other Laws - Lessee shall comply with all local, federal and state laws, codes, ordinances, rules and regulations now or hereafter in force and effect applicable to any activity associated with the storage and transfer of aircraft fuel. This includes, but is not limited to, compliance with ordinances of the City of Waukesha and rules of administrative agencies of the State of Wisconsin, including Wisconsin Administrative Code Chapter Commerce 10 Flammable and Combustible Liquids, and the Natural Resources Chapters. Lessee shall also comply with all covenants of the Waukesha County Airport and all FAA Advisory Circulars and Orders pertaining to the storage, handling and dispensing of aircraft fuel and all amendments and revisions thereto. A violation of any law, code, ordinance, rule, regulation, circular or order referred to herein is a material breach of this Agreement.

## **ARTICLE 9 INSURANCE**

Lessee shall, at its expense, maintain insurance in full force and effect during the terms of this Agreement in such amounts and coverages as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to do business in the State of Wisconsin satisfactory to the County. The County, its boards, commissions, agencies, appointed and elected officials, employees, and representatives shall be named as additional insureds. Certificates of Insurance evidencing the required insurance shall be filed with the County's Airport Manager and upon request certified copies of the required insurance policies shall also be filed. The Certificates of Insurance and all such policies shall contain a provision that coverages will not be canceled or non-renewed during the term of this Agreement unless thirty (30) days advance notice in writing has been given to the County in the manner specified in this Agreement.

1. Commercial General Liability  
Lessee shall maintain commercial general liability insurance with the policy written to provide coverage for, but not be limited to, the following: premises and operations, products

and completed operations, personal injury, blanket contractual and independent contractors. The County, its boards, commissions, agencies, officers, employees and representatives shall be named as additional insured and stated as such on the certificate of insurance.

Limits - The limits of liability shall be not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

2. Automobile Liability

Comprehensive Automobile Liability or Business Auto Policy form covering all owned, hired and non-owned private passenger autos and commercial vehicles, including vehicles that are used in any way related to self-fueling.

Limit - \$1,000,000 combined single limit, each occurrence. Bodily injury and property damage.

3. Hangar Keepers Liability -

Limit - Total value of aircraft stored, each accident.

4. Workers Compensation and Employers Liability

Lessee shall maintain statutory worker's compensation benefits and employers' liability insurance with a limit of liability of not less than \$100,000 each accident for employees of Lessee who are engaged in any operations on the airport, including self-fueling.

5. Property Insurance (for all property on the Leased Premises).

Limit - Lessee shall carry sufficient all-risk property insurance on owned and leased buildings and equipment, including aircraft and self-fueling equipment at the Airport.

6. Pollution Liability and Environmental Impairment Insurance - Lessee shall maintain pollution liability and environmental impairment insurance for sudden and nonsudden occurrences for aircraft fuel storage, handling and dispensing operations at the Airport which cause injury or damage, including environmental restoration. The limits of liability shall be not less than \$1,000,000 per occurrence or per claim and \$1,000,000 aggregate. For claims-made coverage, the retroactive date of coverage for policies in force during the Agreement shall be no later than the date on which the Agreement commences, unless the policy in force on the commencement date is extended indefinitely to cover all acts. Coverage shall be extended beyond the Agreement termination date and policy year by a supplemental extended reporting period for at least one year after the Agreement is terminated with no less coverage. The policy shall state that such extended reporting coverage is automatic at the time of policy termination or non-renewal. The retroactive date and automatic extended reporting coverage shall be stated on the certificate of insurance. Any deductibles or self-insured retentions must be declared on the certificate of insurance and must not exceed \$10,000.

It is expressly understood that the County has no responsibility for Lessee's owned or leased equipment.

The County may require reasonable increased limits of liability for the above insurance coverages if it determines that the stated limits are inadequate based on insurance industry standards, legal

considerations or risk exposure review.

The Lessee shall require that any entity that delivers bulk fuel to Lessee's fuel storage tank provide Lessee with a certificate of insurance which certifies and shows that the entity maintains all of the above insurance. The lessee shall provide the County with a copy of any such certificate upon request.

The County may elect, at its option, to terminate this Agreement upon the cancellation or other termination of any insurance policy issued in compliance with this Article, unless another policy has been filed and approved pursuant to this Article, and shall have been in effect at the time of such cancellation or termination.

#### **ARTICLE 10 INDEMNIFICATION AND HOLD HARMLESS**

The Lessee will not hold the County liable for any damage to property or injury or death to person when the damage, injury or death is in any way connected or related to the Lessee's obligations under or its performance of this Agreement, its use or occupancy of the Leased Premises, or any of its operations permitted or required by the Agreement. This hold harmless provision will not apply if the damage, injury or death was caused by 1) an intentional act of the County, or 2) a negligent act of the County, in which case the County's liability shall be limited to the percentage of negligence attributable to it.

If any demand, claim, lawsuit or proceeding is brought against the County and is in any way connected or related to the Lessee's performance of, or its obligations under this Agreement, its use or occupancy of the Leased Premises, or the operations permitted or required by this Agreement, Lessee shall fully defend the County against the demand, claim, lawsuit or proceeding. The County shall give the Lessee prompt notice of any such demand, claim, lawsuit or proceeding. If such demand, claim, lawsuit or proceeding is brought the County shall have the right, but not the duty, to (1) investigate and settle the demand, claim, lawsuit or proceeding, and (2) participate in the defense of the demand, claim, lawsuit or proceeding.

If a demand, claim, lawsuit or proceeding as described in the preceding paragraph is brought, the Lessee shall pay all expenses, costs, losses, damages, fees, including attorney fees, fines, forfeitures, judgments and awards that result from the demand, claim, lawsuit or proceeding. If the demand, claim, lawsuit or proceeding was settled by the County, the Lessee shall have no payment obligation unless it approved the settlement.

In this Article, "County" includes Waukesha County and the Waukesha County Airport Commission and all of their members, employees, officials, officers and agents.

#### **ARTICLE 11 SUBLEASES; RESPONSIBILITY FOR SUBLESSEE**

The Lessee shall not sublease the Leased Premises, nor any part of the Leased Premises

without the express written consent of the County, such consent to not be unreasonably withheld, conditioned or delayed. At a minimum, the County will require that any sublease agreement be in writing and that it include: that the agreement be subject to the terms and conditions of this Agreement; that sublessees maintain aircraft liability insurance in the amounts the County sees fit; that sublessees maintain other insurance coverages and amounts as the County prescribes; and that sublessees hold the County harmless.

Notwithstanding the foregoing, Lessee may sublease part of the Leased Premises for the operation of an on-site restaurant and bar, which shall also offer catering services, to any vendor identified on the list maintained by the Airport Manager of preapproved vendors.

Lessee shall accept full responsibility and liability for the acts and omissions of its sublessees. Lessee shall not be released from any liability under this Agreement in the event of any subleases of the Leased Premises in whole or in part.

## **ARTICLE 12 DEFAULTS AND REMEDIES**

The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by the Lessee.

1. The filing by Lessee of a voluntary petition in bankruptcy.
2. The institution of proceedings in bankruptcy against Lessee and the adjudication of Lessee as a bankrupt pursuant to such proceedings.
3. The taking by a court of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal Reorganization Act.
4. The filing of any lien against the Airport or any of its property as the result of any act or omission of Lessee, if the lien is not discharged or contested in good faith by Lessee (as determined by the County) within fifteen (15) days of Lessee's receipt of notice of the lien, unless Lessee posts a bond within this time period equal to the amount of the lien.
5. The voluntary abandonment by Lessee of its operations at the Airport for a period of twenty (20) days or more.
6. The appointment of a receiver of Lessee's assets, or any general assignment for the benefit of Lessee's creditors.
7. The transfer of Lessee's interest herein by other operation of law (except reorganization).
8. The failure by Lessee to make any payment required by this Agreement the time such payment becomes due, where such failure continues for a period of sixty (60) days after written notice from the County.
9. The falsification by the Lessee of any of its records or figures so as to deprive the County of any of its rights under this Agreement.
10. The failure by Lessee to perform any of the covenants, conditions, or obligations imposed on it by this Agreement where the failure continues for a period of fifteen (15) days after written notice from the County.
11. A sale or other transfer of stock in Lessee's corporation which divests the present stockholders of controlling interest without the written approval of the County, such

approval not to be unreasonably withheld.

12. The transfer or assignment, or attempted transfer or assignment of this Agreement by Lessee, without securing prior written approval of the County, such approval not to be unreasonably withheld. It shall be understood for the purpose of this part that negotiations by Lessee for the assignment or transfer of this Agreement shall not be construed as "attempted transfer".

In the event of a breach of this Agreement by Lessee, the County shall be entitled to any and all legal and equitable remedies available to it under applicable law. Without limitation, these remedies shall include the following, which are cumulative and not exclusive:

1. Specific performance of any obligation of Lessee.
2. Declaratory and injunctive relief.
3. The recovery of all damages of any nature that result from the Lessee's breach, which damage include unpaid rent, fees and other payments, and the loss of future rent.
4. Reasonable attorney fees for services related to Lessee's breach of this Agreement, including fees for attorneys who are County employees.
5. The termination of the Agreement and repossession of the Leased Premises by the County upon thirty (30) days written notice of termination provided that the breach serving as the basis for termination is not sooner fully cured. If this Agreement is terminated for a Lessee default, Section 29 of this Agreement shall apply. Unless otherwise acquired by the County or an approved third party as permitted under Section 29, Lessee shall remove all personal property owned by it from the Leased Premises and restore and surrender the Leased Premises to the County in the same condition as when originally received. If the Lessee fails to remove its property and to restore and surrender the Leased Premises, the County may do so and the Lessee shall be liable to the County for all expenses of removing the property (including storage fees, if any) and restoring the Leased Premises.

The failure of the County to declare this Agreement terminated for any of the reasons set out above shall not bar the right of the County to subsequently terminate this Agreement for any of the reasons set out above. Further, the acceptance of rental or fees by the County for any period after a default by Lessee shall not be deemed a waiver of any right on the part of the County to terminate this Agreement. In the event of termination, the County shall be obligated to make reasonable efforts to re-rent the Leased Premises and otherwise mitigate damages.

Any bonafide lending institution with a security interest or lien approved by the County pursuant to Article 7, paragraph 9 hereof, or the holder of a Leasehold Mortgage authorized by Article 33 hereof, shall be entitled to receive any notice of default or termination delivered by the County to the Lessee, provided that the bonafide lending institution has made a written request to the County to receive such notices and has provided the County with its notice address. Such bonafide lending institution shall have the same, but no greater, rights as Lessee to cure the default within the time periods set forth above for cure.



**ARTICLE 13  
ADDITIONAL TERMINATION RIGHTS**

In addition to the termination rights set forth in the preceding Article, the County may also terminate this Agreement if any of the following events occur:

1. A determination by the Waukesha County Board of Supervisors, by resolution or ordinance, that termination is necessary to secure material federal funding for Airport development. In this event, the County shall use all reasonable efforts to give Lessee one hundred twenty days (120) days advance written notice of its intent to terminate the Agreement. It is understood that the length of this advance written notice may be dependent upon federal or state government requirements pertaining to funding, but at no time shall such notice be less than thirty (30) days. At the expiration of the notice period, title to any and all improvements made by Lessee upon any Airport land shall immediately vest in the County without further proceedings or conveyances, and the County may immediately enter and take possession. However, in such event, the County shall make payment to Lessee in a sum sufficient to cover the fair market value of any structure it has erected upon such land. Fair market value shall be determined as specified in Article 14, Fair Market Value.
2. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and facilities, or any substantial part of parts thereof, in such manner as to substantially restrict Lessee, for a period of at least sixty (60) days, from its operations.

**ARTICLE 14  
FAIR MARKET VALUE**

If the Lessee and the County are unable to agree on the fair market value of a structure or other property to be acquired under this Agreement, each shall obtain an appraisal of the fair market value and send the appraisal to the other party. The appraisals herein shall be performed by an independent third-party appraiser licensed in the State of Wisconsin. Appraisals shall appraise the property proposed to be acquired only without regard to the existence or non-existence of the lease or the value of Lessee's business as a going concern. The failure to send an appraisal to the other party within 60 days of Lessee's receipt of the written notice of termination or written notice of intent to purchase constitutes an acceptance of the other party's fair market value appraisal. If the Lessee's fair market value appraisal and the County's fair market value appraisal vary by less than 10% from the average of the two appraisals, then the average of the two appraisals shall be the fair market value of the property for which the County shall make payment. However, if the Lessee's fair market value appraisal and the County's fair market value appraisal vary by more than 10% from the average of the two appraisals, then the two appraisers shall select a third appraiser. The third appraiser shall appraise the fair market value of the structure and his appraisal shall be final and binding so long as it is no greater than the higher, and no lower than the lesser of the two appraisals. The County and Lessee will share the cost of the third appraisal. Each appraiser used shall be certified by the State of Wisconsin or shall have a temporary practice permit issued by the State.

**ARTICLE 15  
CANCELLATION BY LESSEE**

Lessee may cancel this Agreement at any time that it is not in default in its obligations by giving the Airport Manager thirty (30) days written notice to be served as hereinafter provided after the happening of any of the following events, if such event materially impairs the conduct of Lessee's normal business on the Airport:

1. The issuance by a court of competent jurisdiction of any injunction in any way preventing or restraining normal use of the Airport or any substantial part of it, and the remaining in force of such injunction for a period of sixty (60) consecutive days, such injunction not being the result of any fault of Lessee;
2. The inability of Lessee to use, for a period of three consecutive months, the Airport, the Leased Premises or any substantial part of either due to any restriction or right reserved by the County under this Lease, due to the enactment or enforcement of any law or regulation, because of fire, earthquake or similar casualty or Acts of God or the public enemy, or due to any default or fault of the County; or
3. The lawful assumption by the United States Government of the operation, control or use of the Airport or any substantial part of it for military purposes in time of war or national emergency for a period of at least ninety (90) days.

Failure of Lessee to declare this Agreement canceled for any of the reasons set out above shall not operate to bar or destroy the right of Lessee to cancel this Agreement by reason of any subsequent occurrence of the described events.

**ARTICLE 16  
WAIVER OF SUBROGATION**

The County and Lessee hereby release each other from any and all responsibility to the other for any loss of damage to property caused by fire or other peril if the property is insured for such loss or damage in any policy of insurance, even if such loss or damage is caused by the fault or negligence of the other party or anyone for whom such party is responsible. The County and the Lessee agree that to the extent any such policy of insurance provides a right of subrogation in the insurer, or to the extent a right of subrogation exists independent of such policy, each will indemnify and hold the other harmless for any loss, claim or expense suffered as the result of any action taken pursuant to the right of subrogation. To the greatest extent possible, the County and the Lessee will, in furtherance of the intent of this provision, make every effort to obtain from its insurance carrier a waiver of subrogation for the matters here described in any such policy of insurance.

**ARTICLE 17  
REMEDIES CUMULATIVE; NO WAIVER**

All of the rights and remedies given to the County in this Agreement are cumulative and no one is exclusive of any other. The County shall have the right to pursue any one or all of such remedies or any other remedy or relief that may be provided by law, whether stated in this Agreement or not.

The failure of the County to take action with respect to any breach by Lessee of any covenant, condition or obligation in this Agreement shall not be a waiver of such covenant, condition or obligation or a subsequent breach of the same or any other covenant, condition or obligation. The acceptance by the County of any rent or other payment shall not be a waiver by it of any breach by Lessee of any covenant, condition or obligation.

**ARTICLE 18  
DAMAGE TO PROPERTY OF LESSEE AND OTHERS**

The County shall have no liability to the Lessee or its sublessees, contractors, guests or invitees for any damage to their property caused by fire, tornado, earthquake, windstorm or other casualty, and not for any damage caused by the act or omission of a third party.

**ARTICLE 19  
DAMAGE TO PREMISES AND PROPERTY  
BY LESSEE AND OTHERS**

If any part of any Airport property is damaged by the act or omission of the Lessee, its agents, officers, employees, contractors, invitees, sublessee and subcontractors, the Lessee shall pay to the County, upon demand, any amount which the County reasonably determines is necessary to repair or replace the property.

**ARTICLE 20  
COUNTY REPRESENTATIVE**

The Airport Manager is the official representative of the County for the administration and enforcement of this Agreement.

**ARTICLE 21  
SUBORDINATION**

This Agreement is and shall be subordinate to any existing or future Agreement between the County and the United States regarding the operation or maintenance of the Airport.

**ARTICLE 22  
COMPLIANCE WITH LAW**

At its own expense, the Lessee shall comply with all laws of the United States and the State of Wisconsin, all applicable local ordinances, and all rules and requirements of any law enforcement, fire department or other municipal agency. At its own expense, the Lessee shall obtain any and all

permits and licenses which may be necessary for any activity at the Airport for which a license or permit is required. The Lessee shall not do or allow to be done anything at the Airport which is in violation of, or prohibited by any law, ordinance, rule, requirement, permit or license. If the attention of the Lessee is called to any such violation, the Lessee will immediately desist from or cause to be corrected such violation.

**ARTICLE 23  
GOVERNING LAW;  
VENUE FOR DISPUTES**

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Wisconsin. Any lawsuit related to or arising out of disputes under this Agreement shall be commenced and tried in the circuit court of Waukesha County, Wisconsin, and the County and the Lessee submit to the exclusive jurisdiction of the circuit court for such lawsuits.

**ARTICLE 24  
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be taken to be an original, and all collectively but one instrument.

**ARTICLE 25  
SEVERABILITY**

In the event that any provision in this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement, provided that the invalidity of any such provision does not materially prejudice either the County or Lessee in their respective rights and obligations contained in the valid provisions of this Agreement.

**ARTICLE 26  
SURVIVAL OF OBLIGATIONS/  
SUCCESSORS AND ASSIGNS BOUND**

The Lessee shall be responsible for the obligations in Article 10 in perpetuity. Additionally, any payment obligation and repair obligation that exists as of the termination or cancellation of this Agreement shall extend until the obligation is satisfied.

All of the provisions, covenants, and stipulations in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties.

**ARTICLE 27  
ENTIRE AGREEMENT**

This Agreement, together with any exhibits, contains and embodies the entire Agreement between the County and the Lessee and supersedes and replaces any and all prior agreements, understandings and promises on the same subject, whether they are written or oral.

**ARTICLE 28  
NO ASSIGNMENT**

This Agreement may not be assigned, nor may any part of it be assigned, without the express written consent of the County, which consent shall not be unreasonably withheld. Lessee shall specifically be permitted to assign the Agreement and all of its rights and duties hereunder to a bonafide lending institution, subject to Article 33 below.

**ARTICLE 29  
RIGHTS UPON EXPIRATION, TERMINATION**

Subject to Article 12 and Lessee's extension rights, upon expiration of this Agreement or upon termination of this Agreement, the County may, in its sole discretion, do any of the following:

1. Negotiate a new agreement with Lessee;
2. Purchase and take title to all structures located on the Leased Premises by paying Fair Market Value in accordance with Article 14.; or
3. If the County declines to pursue either option 1 or 2 above, Lessee shall have 180 days from notice by the County to sell Lessee's structure to a third party approved to lease property at the Airport or remove all structures located on the Lease Premises and restore the site to its original condition. During this 180 day period, Lessee shall have no right to continue to operate on the Leased Premises and shall pay an occupation fee to the County out of the proceeds of any sale of Lessee's structure. Notwithstanding Article 30, provided that Lessee pays the requisite fee and is diligently pursuing sale or remove, Lessee shall not be deemed a holdover tenant.

Notwithstanding the foregoing, if the parties agree, title to the structure may be transferred to the County and no cost.

**ARTICLE 30  
HOLDOVER POSSESSION OF PREMISES BY LESSEE**

In the event that Lessee should hold over and remain in possession of the Leased Premises after the expiration of this Agreement or termination for any cause, the holding over shall be deemed not to operate as a renewal or extension of this Agreement and shall create a tenancy from month to month which may be terminated at any time by the Airport Manager or Lessee, upon notice as required to end month to month tenancies.

**ARTICLE 31  
PARAGRAPH HEADINGS**

All paragraph and subparagraph headings contained in this Agreement are for convenience in reference only, and are not intended to define or limit the scope of any provision.

**ARTICLE 32  
NOTICES**

Notices to the County or Lessee provided for in this Agreement shall be hand delivered, sent by certified mail, postage prepaid, or delivered by Federal Express or a similar national delivery service and emailed addressed to:

County  
Airport Manager  
Waukesha County Airport  
2525 Aviation Drive  
Waukesha, WI 53188  
kstanich@waukeshacounty.gov

Lessee  
Capital Flight, LLC  
Attn: Matt Hofeldt  
\_\_\_\_\_  
matt@capital-flight.com

With copy to:  
Jeffrey J. Bartzten, Esq.  
Neider & Boucher, S.C.

\_\_\_\_\_  
Jbartzen@neiderboucher.com

or to such other addresses as the parties may designate to each other in writing from time to time, and such notices shall be deemed to have been given when so sent.

All payments shall be made payable to the Waukesha County Airport and sent to the attention of the Airport Manager at the County's address stated above.

**ARTICLE 33  
LEASEHOLD MORTGAGES**

1. Lessee shall have the right from time to time to mortgage, pledge, encumber, hypothecate or assign as security the "Leasehold Estate" (as defined herein) upon approval of the Airport Commission (such approval not to be unreasonably withheld). For purposes of this Agreement, the term "Leasehold Estate" shall mean Lessee's interest in this Agreement and the leasehold estate created hereby, and shall exclude any and all interests of the County in the land and the Leased Premises.

2. IN NO EVENT SHALL THE COUNTY BE OBLIGATED TO SUBORDINATE ITS FEE INTEREST IN THE LEASED PREMISES TO ANY LEASEHOLD MORTGAGE NOR SHALL ANY LEASEHOLD MORTGAGE ATTACH TO THE FEE INTEREST IN THE LEASED PREMISES, ANY SUCH MORTGAGE BEING LIMITED TO LESSEE'S LEASEHOLD ESTATE, LESSEE'S INTEREST IN ANY AND ALL IMPROVEMENTS CONSTRUCTED BY OR ON BEHALF OF LESSEE AND LESSEE'S RIGHTS AND INTERESTS IN AND UNDER THIS AGREEMENT.

3. Whenever the County shall send Lessee any written notice related to this Agreement, the County shall also send a duplicate copy of such written notice contemporaneously to each of Lessee's lenders who hold a Leasehold Mortgage (hereafter "Lender") of which the County has received written notice.

4. Upon any Lender's receipt of a notice of default or termination the Lender shall have the right, but not the obligation, to cure such default or avoid such termination on behalf of Lessee in the same manner and within the same amount of time as permitted to the Lessee, and the County shall not have the right to terminate this Agreement in the event that the Lender completes the cure within such time permitted. The County agrees that it shall not terminate this Agreement nor shall the Leasehold Estate be surrendered due to the occurrence of any default so long as any Lender (i) notifies the County prior to expiration of the cure period that it intends to foreclose its leasehold mortgage, and (ii) pays all delinquent rent and other sums then due and owing prior to the expiration of the cure period and continues to pay all rent and other sums thereafter coming due under this Agreement and performs all other obligations of Lessee as and when the same are due throughout the duration of the foreclosure proceedings.

5. Any sale, assignment or transfer of the Leasehold Estate to any Lender or its affiliate or a third party in any foreclosure proceedings (or the assignment or transfer of this Agreement and the Leasehold Estate by Lessee in lieu of any such foreclosure) and, also, if to any Lender or its affiliate, the subsequent sale, assignment or transfer to a third party, shall require the County's consent, which consent shall not be unreasonably withheld. A purchaser, assignee or transferee pursuant to this paragraph shall acquire no greater rights than those set forth in this Agreement for Lessee.

6. A mortgage, pledge, encumbrance, hypothecation or assignment as allowed by this Article shall be expressly made subject to all of the County's rights and privileges set forth in this Agreement.

#### **ARTICLE 34 MEMORANDUM OF LEASE**

Upon request of Lessee, the County and Lessee shall execute, and Lessee shall have the right to record with the Office of the Register of Deeds of Waukesha County, a memorandum of this Agreement in a form prepared by Lessee and approved by the County, which approval shall not be unreasonably withheld.

#### **ARTICLE 35**

**SPECIAL EVENTS**

Notwithstanding the specific uses to which the Leased Premises may otherwise be put pursuant to this Agreement, the County may authorize other temporary aeronautical or non-aeronautical uses upon the Leased Premises or upon other Airport property (a "Special Event"). To the extent Lessee wishes to host a Special Event, Lessee shall comply with the Airport's Special Event Policy then in place at the time of the Special Event. All Special Events must be approved in advance by the Airport Manager in accordance with the Special Event Policy.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their proper officers, as of the \_\_\_\_ day of July, 2021.

Signed in the Presence of:

WAUKESHA COUNTY:

\_\_\_\_\_

By:

\_\_\_\_\_  
Kurt S. Stanich  
Airport Manager

Signed in the Presence of:

LESSEE: CAPITAL FLIGHT, LLC

\_\_\_\_\_

By:

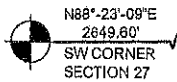
Name: \_\_\_\_\_

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



EXHIBIT 1  
LEASED PREMISES DESCRIPTION AND MAP

NOTE:  
DESCRIPTION WRITTEN FROM  
EXISTING MAPPING. NO FIELD  
VERIFICATION HAS BEEN DONE.



**LEASE DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SW1/4 AND THE SE1/4 OF SECTION 27, T7N, R19E, CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

**PARCEL A**

COMMENCING AT THE SW CORNER OF SAID SECTION 27, THENCE N88°23'09"E, ALONG THE SOUTH LINE OF SAID SW1/4, 2,649.60 FEET; THENCE N20°40'18"W, 2,298.59 FEET; THENCE N69°19'42"E, 353.14 FEET TO THE POINT OF BEGINNING (POB) OF PARCEL A; THENCE N40°05'18"E, 90.00 FEET; THENCE S49°54'44"E, 220.31 FEET; THENCE S04°07'12"W, 181.86 FEET; THENCE N85°52'48"W, 130.00; THENCE N04°07'12"E, 185.00 FEET; THENCE N49°54'44"W, 125.00 FEET BACK TO THE POINT OF BEGINNING OF PARCEL A.

PARCEL A CONTAINS 33,085 SQUARE FEET, MORE OR LESS.

**PARCEL B**

COMMENCING AT THE SW CORNER OF SAID SECTION 27, THENCE N88°23'09"E, ALONG THE SOUTH LINE OF SAID SW1/4, 2,649.60 FEET; THENCE N20°40'18"W, 2,298.59 FEET; THENCE N69°19'42"E, 353.14 FEET; THENCE N40°05'18"E, 90.00 FEET TO THE POINT OF BEGINNING (POB) OF PARCEL B; THENCE CONTINUING N40°05'18"E, 251.43 FEET; THENCE S49°54'44"E, 220.31 FEET; THENCE S40°05'18"W, 251.43 FEET; THENCE N49°54'44"W, 220.31 FEET BACK TO THE POINT OF BEGINNING OF PARCEL B.

PARCEL B CONTAINS 55,390 SQUARE FEET, MORE OR LESS.

**PARCEL C**

COMMENCING AT THE SW CORNER OF SAID SECTION 27, THENCE N88°23'09"E, ALONG THE SOUTH LINE OF SAID SW1/4, 2,649.60 FEET; THENCE N20°40'18"W, 2,298.59 FEET; THENCE N69°19'42"E, 353.14 FEET; THENCE N40°05'18"E, 90.00 FEET; THENCE S49°54'44"E, 220.31 FEET TO THE POINT OF BEGINNING (POB) OF PARCEL C; THENCE CONTINUING N40°05'18"E, 251.43 FEET; THENCE S49°54'44"E, 109.26 FEET; THENCE S04°07'12"W, 321.27 FEET; THENCE N85°52'48"W, 271.28 FEET; THENCE N04°07'12"E, 181.86 FEET BACK TO THE POINT OF BEGINNING OF PARCEL C.

PARCEL C CONTAINS 72,938 SQUARE FEET, MORE OR LESS.

**WAUKESHA COUNTY AIRPORT  
LEASE DESCRIPTION  
HANGAR LOT 2471**

2/22/2021 1:32:41 PM A:\2020\176-O-049\176-O-049-AUTOCADD\HANGAR SPECIFIC\07.DWG



EXHIBIT 2  
Waukesha County Airport Minimum Standards for Aeronautical Service Providers

EXHIBIT 3  
Declaration of Covenants and Restrictions for Buildings and Structures of Waukesha County  
Airport

FISCAL NOTE

APPROVE LEASE WITH CAPITAL FLIGHT, LLC TO BECOME A MULTIPLE SERVICES AERONAUTICAL SERVICE PROVIDER  
AT WAUKESHA COUNTY AIRPORT

This ordinance would approve Capital Flight LLC (herein, "Capital Flight") as an aeronautical service provider at the Waukesha County Airport and approve a lease agreement between the county and Capital Flight. The lease agreement would be for 30 years.

The new agreement would generate additional annual revenue streams including land lease agreements and additional fuel flow revenues (described in the table below). In recognition of the investments in new facilities that Capital Flight is proposing, the agreement delays the implementation of lease payments for the new aeronautical service provider facility (Item #1 below) for five years from the execution of the agreement, and delays the implementation of all other lease payments (Items #2-4) for up to two years from execution of the agreement or upon occupancy of those facilities, whichever is sooner. Airport management estimates that new fuel flow revenue from increased air traffic activity will begin in 2023 and gradually increase as Capital Flight develops their facilities and builds business.

As a result, revenue from this agreement will begin materializing in stages during the initial years of the agreement. The table below summarizes the estimated annual revenue from each item in 2021 dollars for comparability purposes. All lease rates will be adjusted up from existing 2021 rates by the consumer price index each year, with the adjustment being at least 2.5% but not more than 8.5%.

Item #	Description	\$ Amount
1	New aeronautical service provider facility (Parcel A): Leasing 33,595 square feet for hangar and multi-use space.	\$11,900
2	Restaurant space (Also Parcel A): Leasing 4,490 square feet to build and operate a restaurant.	\$10,000
3	Ramp space (Parcel B): Leasing 55,390 square feet adjacent to Parcel A (mentioned above). Parcel B includes 37,798 square feet of existing "preferential use" terminal ramp space leased by Atlantic Aviation, which will result in lower annual lease revenue from Atlantic Aviation. The revenue estimate displayed to the right is net of this reduction (\$19,100 minus \$13,000).	\$6,100
4	Special event revenue (Parcel C): Capital Flight may reserve the use of 72,938 square feet of ramp space for special events, and will be charged on a per-day basis, including days involving set-up and take-down of equipment. Regardless of the number of events, Capital Flight will be charged a minimum of 15 days per year (about \$1,000) and \$69/day thereafter.	\$1,000
5	Fuel flow from additional air traffic and based jets (\$0.10/gallon of fuel sold by existing fuel providers, Atlantic Aviation and Stein Aircraft Services).	\$10,000
	<b>Total estimated annual revenues</b>	<b>\$39,000</b>

Department management indicates that the terminal parking lot is already in need of rehabilitation and expansion and that additional traffic from this proposal will require parking lot improvements in 2022. Department management plans to request County Board approval in August for a terminal parking lot capital project, with an estimated county share (net of 95% state/federal funding) of \$82,500 (\$7,500 for design in 2021 and \$75,000 for construction in 2022).

Overall, the agreement is estimated to generate an additional \$39,000 of annual revenues (in 2021 dollars, adjusted annually each year for CPI, mentioned above), which generates a return on investment (discounted to net present value) to cover the \$82,500 in parking lot rehabilitation/expansion costs and related maintenance in six years (mid-year 2027).

The Airport is an enterprise fund that does not rely on county tax levy, and this ordinance does not result in an ongoing direct tax levy impact.

*William Duckwitz*

William Duckwitz  
Budget Manager

Referred on: 07/08/21	File Number: 176-O-049	Referred to: PW – FI
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