

173rd BOARD YEAR
LEGISLATIVE ITEMS RECEIVED FOR COMMITTEE REFERRAL

File No.	Rec/Ref	Referred to:	Title
173-O-001	05/01/18 05/03/18	Land Use	ORD: Approve Permanent Access Easement To The Town Of Lisbon For The Purpose Of Allowing Public Pedestrian And Non-Motorized Access On Waukesha County Property Known As The Bugline Trail Corridor
173-O-002	05/01/18 05/03/18	Land Use	ORD: Amend The Text Of The Town Of Lisbon Zoning Code By Creating A PUD Overlay District And Repealing And Recreating Various Sections Relating To Planned Unit Developments (ZT-1701E)
173-O-003	05/01/18 05/03/18	Land Use	ORD: Amend The District Zoning Map Of The Town Of Eagle Zoning Ordinance By Conditionally Rezoning Certain Lands Located In Part Of The S ½ Of The SW ¼ Of Section 13, T5N, R17E, Town Of Eagle, Waukesha County, Wisconsin, From The RR Rural Residential District To The UC Upland Conservancy District (RZ3)
173-O-004	05/01/18 05/03/18	Land Use	ORD: Amend The District Zoning Map Of The Town Of Delafield Zoning Code By Conditionally Rezoning Certain Lands Located In Part Of The SW ¼ Of Section 35, T7N, R18E, Town Of Delafield, Waukesha County, Wisconsin, From The A-1 Agricultural District To The A-2 Rural Home District (RZ6)
173-O-005	05/01/18 05/03/18	Land Use	ORD: Amend The District Zoning Map Of The Town Of Mukwonago Zoning Code By Conditionally Rezoning Certain Lands Located In Part Of The NW ¼, SW ¼ And NE ¼ Of Section 18, T5N, R18E, Town Of Mukwonago, Waukesha County, Wisconsin, From The A-P Agricultural Land Preservation District To The A-1 Agricultural District (RZ9)
173-O-006	05/01/18 05/03/18	Land Use Finance	ORD: Authorize Department Of Parks And Land Use To Apply For And Accept State Stewardship Local Assistance Grant Funding And Federal Recreational Trails Program Funding For The Lake Country Trail STH 67 Underpass Capital Project
173-O-007	05/01/18 05/03/18	Public Works	ORD: Approve New Parking Regulation For County Trunk Highway K In The Town Of Merton
173-A-001	05/02/18 05/03/18	Executive	APPT: Michele DeYoe to the Community Development Block Grant Board
173-A-002	05/02/18 05/03/18	Executive	APPT: Joan Francoeur to the Community Development Block Grant Board
173-A-003	05/02/18 05/03/18	Executive	APPT: Karl Nilson to the Wisconsin River Rail Transit Commission
173-A-004	05/02/18 05/03/18	Executive	APPT: Tom Farley to the Waukesha County Ethics Board
173-A-005	05/02/18 05/03/18	Executive	APPT: Tom Michalski to the Park & Planning Commission
173-A-006	05/02/18 05/03/18	Executive	APPT: Jeffrey Genner to the Health & Human Services Board
173-A-007	05/02/18 05/03/18	Executive	APPT: Mike O'Brien to the Health & Human Services Board
173-A-008	05/02/18 05/03/18	Executive	APPT: Larry Nelson to the Health & Human Services Board

173rd BOARD YEAR
 LEGISLATIVE ITEMS RECEIVED FOR COMMITTEE REFERRAL

File No.	Rec/Ref	Referred to:	Title
173-A-009	05/02/18 05/03/18	Executive	APPT: Duane Paulson to the Health & Human Services Board
173-O-008	05/02/18 05/03/18	Executive	ORD: Repeal And Recreate Parts Of Sections 2-2 And 2-11 Of The Waukesha County Code Of Ordinances To Modify Those Sections In The Ethics Code Relating To Conflicts Of Interest
173-O-009	05/02/18 05/03/18	Executive Finance	ORD: Authorize Waukesha County University Of Wisconsin Extension Office To Accept Grant Funds And Modify The 2018 Budget To Appropriate The Greater Milwaukee Foundation Grant Revenue For The Tower Hill Neighborhood Initiative Project
173-O-010	05/02/18 05/03/18	Judiciary Finance	ORD: Accept Victims Of Crime Act Grant Funding And Modify The Waukesha District Attorney's Office 2018 Budget
173-O-011	05/02/18 05/03/18	Judiciary Finance	ORD: Expenditure Of Seized Funds - Amend The 2018 Sheriff's Department Budget For Multiple Purchases - May 2018
173-O-012	05/01/18 05/03/18	Judiciary Finance	ORD: Approve T-Mobile Cell Tower And Ground Lease At The Davidson Road Tower
173-O-013	05/02/18 05/03/18	Finance	ORD: Authorizing The Sale Of \$12,500,000 General Obligation Promissory Notes, Series 2018A
173-O-014	05/02/18 05/03/18	County Board	ORD: Approval Of Compromise Settlement For Worker's Compensation Case Entitled Diane Scheerer Vs. Waukesha County

1 APPROVE PERMANENT ACCESS EASEMENT TO THE TOWN OF LISBON FOR THE
2 PURPOSE OF ALLOWING PUBLIC PEDESTRIAN AND NON-MOTORIZED ACCESS ON
3 WAUKESHA COUNTY PROPERTY KNOWN AS THE BUGLINE TRAIL CORRIDOR
4
5

6 WHEREAS, the Town of Lisbon has requested permission for a permanent access easement for
7 the purpose of allowing public pedestrian and non-motorized access within Waukesha County
8 property, known as the Bugline Trail Corridor, located in the Southwest Quarter of the Northeast
9 Quarter of Section 18, Township 8 North, Range 19 East, Town of Lisbon, Waukesha County,
10 Wisconsin; and
11

12 WHEREAS, it is deemed desirable to grant the Town of Lisbon a permanent access easement on
13 Waukesha County's land for the purpose of allowing public pedestrian and non-motorized
14 access, in the Town of Lisbon, and
15

16 WHEREAS, it is necessary to provide a permanent access easement from Waukesha County to
17 the Town of Lisbon for the purpose of allowing public pedestrian and non-motorized access on
18 County-owned land.
19

20 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
21 that Waukesha County's grant of a Permanent Access Easement ("Easement") to the Town of
22 Lisbon, which will be recorded in the Office of the Register of Deeds, is hereby approved.
23

24 BE IT FURTHER ORDAINED that the Director of the Department of Parks and Land Use may
25 execute said Easement on behalf of Waukesha County.

PERMANENT ACCESS EASEMENT

Document Title

Document Number

This Permanent Access Easement ("Agreement") is entered into by WAUKESHA COUNTY, a municipal corporation, as "Grantor," owner of the land, and the TOWN OF LISBON, a municipal corporation, referred to hereinafter as "Grantee."

RECITALS

WHEREAS, the Grantor is the fee holder of certain real property, known as the Bugline Recreational Trail located in the Southwest ¼ of the Northeast ¼ of Section 18, Township 8 North, Range 19 East in the Town of Lisbon, State of Wisconsin (the "Property").

WHEREAS, the Grantee has requested that Grantor grant a Permanent Access Easement upon, within, beneath, over and across a certain portion of the Property (the "Easement Area") as more particularly described as follows:

See Attached depiction in Exhibit A and legal description in Exhibit B.

Recording Area

Name and Return Address

Attorney Kimberly K. Haines
Waukesha County Corporation Counsel
515 W. Moreland Blvd., Rm AC-330
Waukesha, WI 53188

Parcel Identification Number (PIN)

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor, Waukesha County, grants to Grantee permanent access and easement rights upon the Easement Area described in Exhibits A and B (the "Permanent Access Easement") for the purpose of Grantee and the general public's access to the Bugline Trail through the Easement Parcel (the "Access").
2. Insurance. The Grantee shall furnish the Grantor with a Certificate of Insurance or Letter of Self-Insurance.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

3. Consistent Uses Allowed. The Grantor reserves the right to use, and to grant easement rights to other persons or entities upon, the Easement Area for purposes that will not interfere with the Grantee's full enjoyment of the easement rights granted herein.
4. Restoration. Grantee and its agents shall have the right of access upon the Easement Area for the purposes of exercising the rights herein acquired, and Grantee shall promptly restore the Easement Area to the condition existing prior to the entry by Grantee or its agents. The restoration shall not apply to any trees or brush that may be permitted to be removed pursuant to the rights granted herein. Grantee shall be liable to make prompt payment for any damage caused by it or its agents to any of Grantor's fences, trail improvements, signs, or any other fixtures or facilities of the Grantor within the Easement Area and for the unauthorized removal of trees outside of the Easement Area.
5. Notices. All notices to the Grantor shall be sent to the Director of the Waukesha County Department of Parks and Land Use, Park System Division, 515 Moreland Blvd, Room AC-230, Waukesha, Wisconsin 53188.
6. Recording. This Agreement shall be duly recorded in the office of the Register of Deeds of Waukesha County, Wisconsin by Waukesha County.
7. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
8. Restriction of Scope. The installation of any other equipment or expansion beyond the Easement Area requires a written amendment to this Agreement.
9. Restriction on Assignability. This Agreement shall be binding upon and inure to the benefit of the heirs and successors thereto. The right to assign this Agreement is restricted and it shall not be assigned to parties not listed in this Agreement.
10. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief.
11. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the Office of the Register of Deeds of Waukesha County, Wisconsin.

12. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
13. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be approved by the Waukesha County Board of Supervisors and signed by the Director of the Waukesha County Department of Parks and Land Use as evidenced below.

SIGNATURE OF GRANTOR

Date: _____

COUNTY OF WAUKESHA

By _____
 Dale R. Shaver
 Director
 Waukesha County Department of Parks and
 Land Use

ACKNOWLEDGMENT

STATE OF WISCONSIN
 COUNTY OF WAUKESHA

This instrument was acknowledged before me on the _____ day of _____, 2018 by Dale R. Shaver, Director of the Waukesha County Department of Parks and Land Use, on behalf of Waukesha County.

 Notary Public, State of Wisconsin
 My commission expires: _____

SIGNATURES OF GRANTEE

TOWN OF LISBON

By: _____

Print Name: Matt Janecke

Title: Town Administrator

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF WAUKESHA

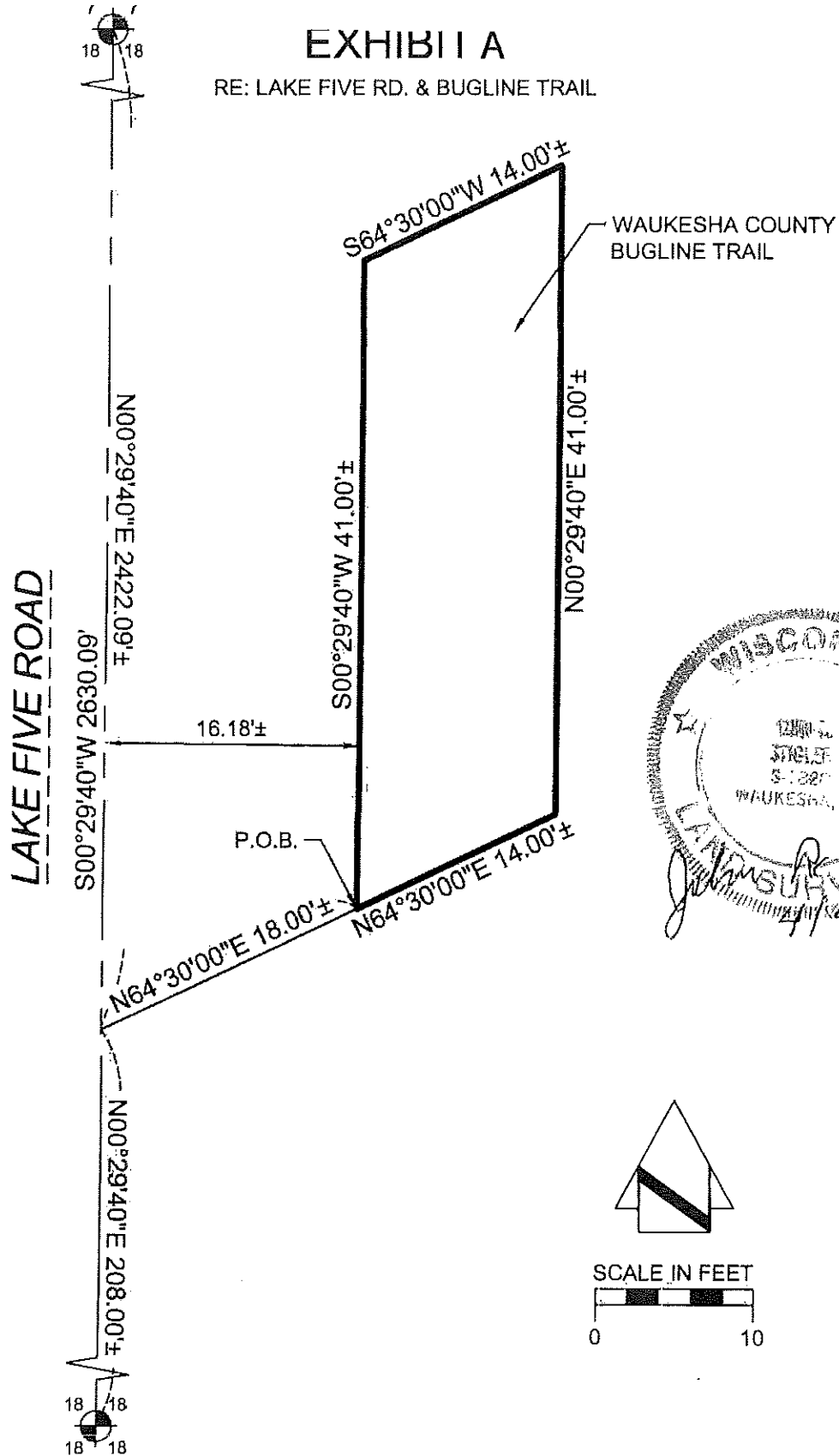
This instrument was acknowledged before me on the _____ day of _____, 2018
by _____, on behalf of the TOWN OF
LISBON.

Notary Public, State of _____
My commission expires: _____

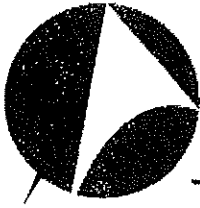
This document was drafted by
Attorney Kimberly K. Haines
Waukesha County Corporation Counsel Office
515 W. Moreland Blvd., Room AC-330
Waukesha, WI 53188

EXHIBIT A

RE: LAKE FIVE RD. & BUGLINE TRAIL



FILE NAME: S:\PROJECTS\LSBT0018\dwg\LSBT0018 LAKE FIVE RD



Jahnke & Jahnke
Associates Inc.

CIVIL ENGINEERING
PLANNING • SURVEYING

Legal Description: Waukesha County Lands within Bicycle and Pedestrian Easement to be granted to the Public and Town of Lisbon

All that part of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 18, Town 8 North, Range 19 East, Town of Lisbon, Waukesha County, Wisconsin bounded and described as follows: Commencing at the southwest corner of the Northeast Quarter (NE ¼) of Section 18, Town 8 North, Range 19 East being marked by a concrete monument with brass cap; thence North 00°29'40" East along the west line of said Northeast Quarter (NE ¼) 208 feet more or less to the south line of the Waukesha County Bugline Recreation Trail; thence North 64°30'00" East 18 feet more or less to the place of beginning of the lands described; thence North 00°29'40" East 41 feet more or less; thence North 64°30'00" East 14.00 feet more or less; thence South 00°29'40" West 41.00 feet more or less to the south right-of-way line of said Bugline Recreation Trail; thence South 64°30'00" West along said south right-of-way line 14 feet more or less to the place of beginning.

Prepared by: Jahnke & Jahnke Associates Inc.
Dated: March 15, 2018

1 AMEND THE TEXT OF THE TOWN OF LISBON ZONING CODE BY CREATING A PUD
2 OVERLAY DISTRICT AND REPEALING AND RECREATING VARIOUS SECTIONS
3 RELATING TO PLANNED UNIT DEVELOPMENTS (ZT-1701E)
4
5

6 WHEREAS, after proper notice was given, a public hearing was held and the subject matter of
7 this Ordinance was approved by the Lisbon Town Board on March 12, 2018; and
8

9 WHEREAS, the matter was referred to and considered by the Waukesha County Park and
10 Planning Commission, which recommended approval and reported that recommendation to the
11 Land Use, Parks and Environment Committee and the Waukesha County Board of Supervisors,
12 as required by Section 60.62, Wis. Stats.
13

14 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
15 that the text of the Town of Lisbon Zoning Code, adopted by the Town of Lisbon on April 9,
16 2010, is hereby amended to create a PUD Overlay District and repeal and recreate various
17 sections related to Planned Unit Developments, more specifically described in the "Staff Report
18 and Recommendation" on file in the office of the Waukesha County Department of Parks and
19 Land Use and made a part of this Ordinance by reference ZT-1701E, is hereby approved.
20

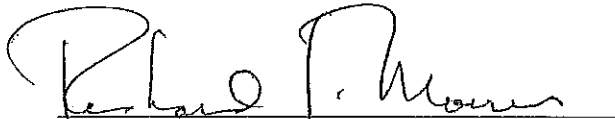
21 BE IT FURTHER ORDAINED that the Waukesha County Clerk shall file a certified copy of
22 this Ordinance with the Town Clerk of Lisbon.

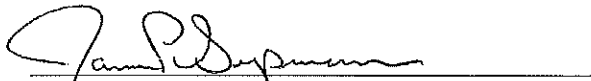
COMMISSION ACTION

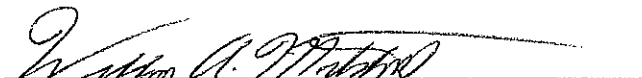
The Waukesha County Park and Planning Commission, after giving consideration to the subject matter of the Ordinance to amend the Town of Lisbon Zoning Code, hereby recommends **approval** of (**ZT-1701E Town Board of Lisbon – Text Amendment**) in accordance with the attached “Staff Report and Recommendation”.

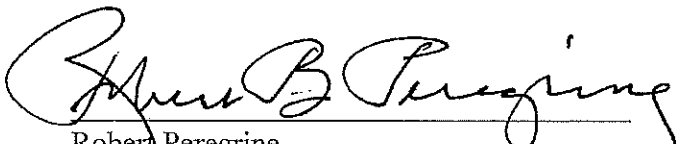
PARK AND PLANNING COMMISSION

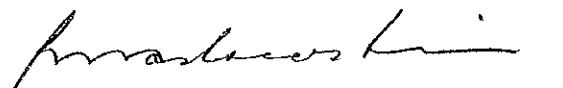
April 19, 2018


Richard Morris, Chairperson


James Siepmann, Vice Chairperson


William Mitchell, Secretary


Robert Peregrine


William Maslowski

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE
STAFF REPORT AND RECOMMENDATION
TEXT AMENDMENT

FILE NO.: ZT-1701E

DATE: April 19, 2018

TAX KEY NO.: N/A

PETITIONER: Town Board of Lisbon
Town of Lisbon Town Hall
W234 N8676 Woodside Road
Lisbon, WI 53089

REQUEST:

Amendment to the Town of Lisbon Zoning Ordinance creating a PUD Overlay District (Section 33) and repealing and/or recreating various other sections of the code (including the definition of a PUD) related to planned unit developments.

PUBLIC HEARING DATES: January 11, 2018 and March 12, 2018.

PUBLIC REACTION: January 11, 2018 – none. March 12, 2018 – none.

TOWN PLAN COMMISSION ACTION:

On March 8, 2018, the Town of Lisbon Plan Commission recommended approval to the Town Board of the proposed amendments to the Town of Lisbon Zoning Ordinance creating Section 33 and repealing /recreating various sections of the Town of Lisbon Zoning Code related to Planned Unit Developments as an Overlay District subject to the (minor) changes made by the Town Attorney and the Plan Commission.

TOWN BOARD ACTION:

On March 12, 2018, the Town of Lisbon Board of Supervisors unanimously approved the proposed amendments to the Town of Lisbon Zoning Ordinance creating Section 33 and repealing /recreating various sections of the Town of Lisbon Zoning Code related to Planned Unit Developments as an Overlay District, adopted an Ordinance outlining the same, and provided a recommendation to the Waukesha County Board of Supervisors to approve of the same.

STAFF ANALYSIS:

When the Town prepared their updated Zoning Ordinance in 2010, the administration at the time wanted to include a very detailed and specific Conditional Use (CU) process. Over the past several years, the Town has recognized that this process is perhaps not in the best interest of the Town and therefore set forth to streamline and simplify the more cumbersome CU process from an administrative procedural standpoint, as well as for the petitioner, while also allowing for continued public input. Therefore, the Town is bringing forth the subject amendments to their Zoning Ordinance to create a Planned Unit Development (PUD) Overlay District versus a Conditional Use that can be applied to any type of development project, which is more generalized, and only requires one public hearing. Then, when a development proposal is submitted, it will be reviewed and a custom PUD Ordinance will be drafted for each specific development. Each development will be mapped on the Town's Zoning Map for future identification. If the PUD Overlay District is approved, this will allow the Town to better regulate PUD uses in their community, the petitioners will benefit from a streamlined and more flexible process, and the public will still have input in the process. Each development must still comply with the Town and County Comprehensive Development Plans and relevant Zoning Codes, or a request made to amend said plans and codes if the proposal does not comply.

The PUD Overlay District, as proposed, will require a General Development Plan (GDP) to be submitted at which time the Town Plan Commission will hold a public hearing. If the base zoning district or comprehensive development plan requires an amendment, those applications can be filed at the same time. If the GDP is approved, it will be conditioned upon the submittal of a Specific Development Plan (SDP) which must be submitted within twelve (12) months of the effective date of the GDP. The SDP is reviewed by the Town Plan Commission and they make a recommendation to the Town Board after which the Town Board makes a final decision regarding the SDP.

While the proposed PUD Overlay District Ordinance allows for up to a thirty (30) percent maximum density bonus to the density otherwise permitted in the base zoning district, no minimum open space preservation requirements have likewise been provided in the PUD Overlay District Ordinance as are called for in both the adopted Town and County Comprehensive Development Plans for residential PUDs. The Town's existing PUD Conditional Use section also contains this 40% requirement, and SEWRPC generally advises that conservation designs should contain 40-50% open space.

The County previously recommended including the 40% standard to the Town and continues to do so. Without a standard, the Town will have to individually regulate the open space of every project that comes before them. However, the proposed PUD Overlay District Ordinance can still be effective without an open space standard in place as each project will go through the zoning change process whereby it will be reviewed for compliance of the open space standard with the Comprehensive Development Plan.

STAFF RECOMMENDATION:

It is the opinion of the Planning and Zoning Division Staff that the proposed amendments to the Town of Lisbon's Zoning Ordinance regarding the creation of a PUD Overlay District and related modifications be **approved** in accordance with the Town Board's decision and Ordinance approved on March 12, 2018.

In the time that has passed since the Town's comprehensive rezoning effort in 2010, the Town has recognized that their Planned Unit Development provisions need streamlining. The creation of an Overlay District and other modifications to the code will provide that efficiency. Having an Overlay District versus requiring a Conditional Use for every PUD request will allow the Town to be more flexible in their approach to considering such PUD requests within the Town while implementing the purpose and intent of the Zoning Ordinance which is to, in part, guide the proper location of various land uses and promote the safe, orderly and healthful development of the Town; provide for adequate light, air, sanitation, drainage, access, safety of public streets and from fire, floods, and other dangers; preserve and protect the natural environment, groundwater resources and open space; and preserve the general welfare of the community environment. Therefore, these amendments to the Town of Lisbon's Zoning Ordinance are consistent with the purpose and intent of the Zoning Ordinance as well as the Town's Comprehensive Development Plan.

Respectfully submitted,

Sandra L. Scherer

Sandy Scherer
Senior Planner

Attachment: Town Ordinance 01-18

N:\PRK\ANDLU\Planning and Zoning\Rezoning\Staff Reports\1701E Text Amendment PUD Overlay lst.doc

Ord. 01-18

**ORDINANCE CREATING SECTION 33 AND REPEALING/RECREATING VARIOUS
SECTIONS OF THE LISBON ZONING CODE RELATED TO PLANNED UNIT DEVELOPMENTS
AS AN OVERLAY DISTRICT, IN THE TOWN OF LISBON,
WAUKESHA COUNTY, WISCONSIN**

SECTION 1: Section 33 of the Lisbon Zoning Code is hereby created as follows:

SECTION 33 PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT

(a) Purpose and Intent

1. Planned Unit Development Overlay District (PUD) regulations are intended to permit greater flexibility and, consequently, more creative and imaginative design for the development of a site than is possible under conventional zoning regulations. It is further intended to promote more economical and efficient use of the land while providing a harmonious variety of housing choices, a higher level of amenities, and preservation of the natural resources and open space.
2. The planned development procedure requires a high degree of cooperation between the developer and the Town. The procedure described herein is designed to give the developer general development plan approval before completing all of the detailed design work while providing the Town with assurances that the project will retain the character envisioned at the time of approval.

(b) Identified objectives

When reviewing requests for approval of a Planned Unit Development, the Town shall consider whether the objectives listed below will be served or achieved. Planned unit developments should not be allowed simply for the purpose of increasing overall density or allowing development that otherwise could not be approved.

1. Accommodation of a variety of housing types.
2. Promotion of integrated land uses allowing for a mixture of residential, commercial, public and industrial uses (Mixed Uses) along corridors and in transitional areas.
3. Innovation in land development techniques that may be more suitable for a given parcel than conventional approaches.
4. Preservation and enhancement of important environmental features through careful and sensitive placement of buildings and facilities.
5. Provision of more adequate, usable, and suitably located open space, recreational amenities, and other public facilities than would otherwise be provided under conventional land development techniques.
6. Coordination of architectural styles and building forms to achieve greater compatibility with surrounding land uses.
7. Creation of more efficient provision of public utilities and services, lessened demand on transportation, and the promotion of energy resource conservation.

(c) Relationship to other applicable regulations

1. Permitted and accessory uses. Permitted and accessory uses in the planned development overlay district shall be the same as those permitted in the base zoning district or districts in which the PUD is located.
2. Mixed uses. A mix of different uses within a planned development overlay district may be permitted if the plan commission and Town board determine that the mix of uses is compatible and necessary to achieve the objectives of the PUD.
3. Floor area and height. The PUD may provide for an increase in the maximum gross floor area, floor area ratio, and/or maximum building height allowed in the base zoning district for the purpose of promoting project integration and additional site amenities.
4. Building setbacks. The PUD may provide for a reduction of required setbacks in the base zoning district, provided that a landscaped setback area of the minimum width established for the base zoning district is maintained along the periphery of the PUD.
5. Lot requirements. The Town Board may authorize reductions in the area and width of individual lots within a PUD from that required for the base zoning district, provided that such reductions are compensated for by an equivalent amount of open space elsewhere in the Planned Unit Development. Such open space shall not include areas designated as public or private streets. The plan may increase the maximum density beyond that permitted in the base zoning district for the purpose of promoting an integrated project with a variety of housing types and additional site amenities.
6. Street layout. In newly developing areas, streets shall be designed to maximize connectivity in each cardinal direction, except where environmental or physical constraints make this infeasible. All streets shall terminate at other streets, at public land, or at an environmentally sensitive areas or environmental corridors as defined by Waukesha County or SEWRPC, except that local streets may terminate in stub streets when those will be connected to other streets in future phases of the development or adjacent developments.
7. Density Bonus. The zoning district lot sizes and density for residential planned unit developments may be modified by applying up to a 30% maximum density bonus to the density otherwise permitted in each base zoning district; provided however, that the density bonus calculation and the sewer reduction provisions contained in the Zoning Code cannot both be applied to further increase the density bonus beyond the 30% maximum density bonus allowed for residential Planned Unit Developments.
8. Base Zoning Districts. Planned Unit Development Overly Districts are not permitted over the EFD or Q1 Districts. Planning of Development Overly Districts may include C1 Conservancy Districts as a part of the PUD, provided however, that no portion of any building, lot or structure shall be allowed on lands designated in an underlying C1 Conservancy District.
9. Other exceptions. The Town Board may, in its discretion, authorize the waiver or modification of the restrictions applicable to the base zoning district, provided however, that such waiver or modification shall not authorize the uses which are inconsistent or in compatible with the use restrictions contained in the base zoning district or districts.

(d) Procedural Requirements

1. Pre-petition meeting. Prior to submitting a petition for approval of a Planned Unit Development Overlay District, the applicant shall meet with Town Staff, to discuss the scope and nature of the proposed development. The applicant must sign and submit the professional services reimbursement form prior to the pre-petition meeting.
2. Petition – General Development Plan (GDP). Following the pre-petition conference, the applicant shall file a petition with the Town Clerk for approval of a Planned Unit Development Overlay District – General Development Plan. Upon submission of a completed application form, general development plan and any petitions for modification of the Comprehensive Plan and changes in the Base Zoning District, and upon payment of the required fees, the Town Clerk shall forward the application to the Plan Commission for review and consideration.

The General Development Plan shall include the following information:

- a. Total area to be included in the PUD, area of open space, residential density computations, proposed building square footage for commercial or Industrial development, proposed number of dwelling units, population analysis, traffic analysis, availability of or requirements for municipal services and any similar data pertinent to a comprehensive evaluation of the proposed development required by the Town.
- b. General summary of the estimated value of structures and site improvement costs, including landscaping and special features.
- c. General outline of the organizational structure of a property owners' or management association proposed to be established to provide any necessary private services.
- d. Proposed departures from the standards of development in the Town zoning regulations, other Town regulations, administrative rules, or universal guidelines.
- e. Expected date of commencement and completion of physical development as set forth in the proposal.
- f. Details describing the benefits the PUD will provide the Town of Lisbon such as, natural resources, open space, aesthetics, economic or public benefits or facilities, etc.
- g. Legal description of the boundaries of the subject property included in the proposed PUD and its relationship to surrounding properties.
- h. Approximate location of public and private roads, sidewalks, paths, trails, driveways, and parking facilities.
- i. Density of the project and the amount of open space and common areas.
- j. Conceptual architectural rendering and design of the buildings, if applicable.
- k. General location of institutional, recreational and open space areas and areas reserved or dedicated for public uses, including schools, parks, and drainage ways, and open space features, if applicable.
- l. Conceptual provisions for storm water management.

3. Changes in Comprehensive Plan or Base Zoning District.

If a change of the Town of Lisbon Comprehensive Plan and/or the Base Zoning District is required in order to approve the Planned Unit Development Overlay District, then the appropriate petition or petitions shall be filed simultaneously with the filing of the General Development Plan.

4. General Development Plan Hearing and Referral.

a. The petition for a GDP approval, together with any changes required in the Comprehensive Plan and/or Base Zoning District, shall be submitted to the Plan Commission for its review and recommendation to the Town Board. CDP and zoning changes shall include those required by the County and other extraterritorial jurisdictions, as applicable. The GDP shall be in compliance with the applicable CDP's and zoning districts.

b. The Plan Commission shall conduct a public hearing in accordance with provisions of this Chapter, and, following the public hearing, the Plan Commission shall report its findings and recommendation to the Town Board. In making its recommendation, the Town Plan Commission may include such conditions or requirements as the Plan Commission deems appropriate in order to preserve the spirit and intent of this Ordinance.

c. Approval of the Planned Unit Development Overlay District shall establish the basic right of use for the area in conformity with the GDP as approved, provided however, that the GDP shall be conditioned upon subsequent approval of a Specific Development Plan, and shall not make permissible any of the uses as proposed until a Specific Development Plan (SPD) is submitted and approved by the Town Board. The PUD Overlay District/GDP approval date by the Plan Commission shall become the effective date of the PUD Overlay Ordinance.

If a SDP is not submitted and approved by the Town Board within twelve (12) months of the effective date of the Planned Unit Development Overlay District Ordinance, the Planned Unit Development Overlay District Ordinance shall be null and void.

5. Specific Development Plan (SDP). The Specific Development Plan shall be submitted to the Plan Commission, and upon review, the Plan Commission make such recommendations to the Town Board as the Plan Commission deems appropriate.

The Specific Development Plan may be submitted for consideration concurrently with the General Development Plan, and shall include the following materials and information:

a. The information required for approval of Site Plans as set forth in section 3 of this Chapter. The nature and extent of the information required under the Site Plan regulations will vary, depending upon the nature of the proposed Plan Unit Development Overlay District and SPD. Town Staff shall provide assistance to the applicant in order to ensure that all materials and information that may be required or requested by either the Plan Commission and Town Board when reviewing the SPD are included in the application.

b. Such other materials and information as may be requested by the Town Staff, taking into consideration the comments and recommendations of the Town Plan Commission and Town Board when reviewing the General Development Plan.

c. Plat or Certified Survey Maps.

Simultaneously with the submittal of the SPD, the applicant shall file with the Town, and any other jurisdiction required by Chapter 236 of the Wisconsin State Statutes, any Subdivision Plat and/or Certified Survey Map, the approval of which shall be required in order to approve the SPD. Such submittal shall be in conformance with the Land Division and Development Ordinances of the Town of Lisbon. Such submittal shall include all of the information required under the provisions of the Land Division and Development Ordinance of the Town of Lisbon.

6. Basis of Approval of Specific Development Plan Petition.

a. Town Plan Commission Approval. The Town Plan Commission shall, after reviewing the information submitted in support of the request for SPD approval, as well as any Plat and/or Certified Survey Map submitted simultaneously with the plan, recommend to the Town Board that the SPD either be approved, approved conditionally or rejected.

b. Town Board Approval. Following referral from the Plan Commission, the Town Board shall either approve, approve conditionally or reject the SPD. In the event that the Town Board approves the SPD conditionally, the conditions of approval shall be stated with particularity. If the Town Board rejects the SPD, the reason or reasons for the rejection shall be stated in writing and provided to the applicant.

c. The recommendation of the Town Plan Commission and the decision of the Town Board shall be based upon the following criteria:

i. Whether the SPD is consistent with the Purpose and Intent of the Zoning Code, and the purpose and intent of Planned Unit Development Overlay District.

ii. Whether the SPD reflects and incorporates consideration of the physical nature of the Site with particular concern for the preservation of natural resources, open spaces, natural terrain as required by Ordinance including the CDP and to the greatest extent possible when not regulated by Ordinance.

iii. Whether the general character and intensity of the use produces an attractive environment appropriate to the uses proposed and is compatible with existing developments in the surrounding area, including developments in neighboring and adjacent municipalities, and is generally consistent with the development policies and practices of the Town.

- iv. Whether adequate municipal services, including the availability of schools and the provision of fire and police services, will be available to support the development, whether adequate municipal water and sanitary sewer facilities are available to support the Development, or in the alternative whether the development will proceed using private wells and septic systems.
- v. Whether the applicant and/or developer has provided adequate financial guarantees to ensure that all public improvements are completed in a timely manner, and in accordance with all existing regulations and ordinances of the State, County and Town; whether, if appropriate, adequate deed restrictions have been drafted and will be recorded, and a Home Owners Association or similar Association charge with responsibility of maintaining common areas of the proposed Development has been established.
- vi. Whether any Plat or Certified Survey map has been approved by the Town and all other approving authorities.
- vii. Whether the developer has entered into a Development Agreement, approved by the Town Attorney, the purpose of which is to ensure the implementation, completion and continued maintenance of the Development as established by the Planned Unit Development Overlay District Ordinance, the General Development Plan and the Specific Development Plan.
- viii. Whether the development will include dedication of lands for parks or other municipal purposes, or alternatively, whether the developer will pay fees in lieu of the dedication.
- ix. Whether the development is subject to, or contingent upon, approval of any adjoining municipality as a result of the contractual obligations imposed by Border Agreements, and if so, whether those approvals have been obtained.

SECTION 2: Various Sections of the Lisbon Zoning Code related to Planned Unit Developments are hereby repealed and/or recreated as follows:

Section 2 Definitions

Planned Unit Development Overlay District (PUD) is a district established to provide a regulatory framework designed to encourage and promote improved environmental and aesthetic design in the Town by allowing for greater design freedom, imagination and flexibility in the development of land while insuring substantial compliance with the basic intent of this Chapter and the Town Comprehensive Plan (refer to Figure 1), including dedicated open space and the preservation/protection of natural resources and environmentally sensitive areas. To further these goals, the district allows diversification and variation in the bulk and relationship of uses and structures and spaces in developments conceived as comprehensive and cohesive unified plans and projects. The district is further intended to encourage developments consistent with coordinated area site planning.

Section 3(d)(2) Use regulations

Accessory Uses and Structures: In any district, accessory structures, buildings and uses customarily incident to the permitted buildings, uses and structures in that district shall be permitted subject to such requirements as may be hereinafter designated for that district in which they are located and in accordance with Section 3(i)5. No pyramiding as defined herein shall be permitted on any lands fronting on navigable waters, except as may be specifically permitted accessory to a marina or resort, and which may be allowed under the terms of an approved planned unit development. No accessory building, use or structure shall be permitted that by reason of noise, dust, odor, appearance, lighting, traffic generation, smoke, fumes, dirt, vibrations, fire, explosives, pollution, or other objectionable factors creates a nuisance or a substantial adverse effect upon the property value or reasonable enjoyment of the surrounding property. These nuisance determinations shall also include, but not be limited to, incidents of apiary operations where there is bee stinging, bee swarming, or bees otherwise creating a disturbance. Such adverse effects may be required to be corrected or eliminated by such measures as are directed by Sections 36 and 37 of this ordinance; and Chapter 5, Nuisances, of the Town of Lisbon, Waukesha County, Wisconsin, General Code of Ordinances, also included as Addendum B herein.

Section 3(i)(3) Open Space

C. No part of the open space provided for any building shall be included as part of the open space required for another building, except as hereinafter provided for in Planned Unit Development Overlay Districts (refer to Section 33).

Section 3(i)(4) Residential Density

Residential Density (either referred to as units per acre or minimum lot size) shall not exceed the density hereinafter specified by the regulations for the zoning district in which the development/building is located except as otherwise regulated in accordance with Section 3 (e) 4 (sewer reductions), Section 4 (Conditional Uses), and Section 4 (h) 20 (Multiple Family Units) and Section 33 (Planned Unit Development Overlay Districts).

SECTION 9 UC UPLAND CORRIDOR DISTRICT

d. Conditional Uses

SECTION 11 AD-10 AGRICULTURAL DENSITY 10-ACRE DISTRICT

e. Conditional Uses

SECTION 12 RD-5 RURAL RESIDENTIAL DENSITY 5-ACRE DISTRICT

e. Conditional Uses

SECTION 13 A-10 AGRICULTURAL DISTRICT

d. Conditional Uses

SECTION 14 A-5 MINI-FARM DISTRICT

d. Conditional Uses

SECTION 15 A-3 AGRICULTURAL/RESIDENTIAL ESTATE DISTRICT

d. Conditional Uses

SECTION 16 R-1 SUBURBAN SINGLE FAMILY RESIDENTIAL DISTRICT

d. Conditional Uses

SECTION 17 R-2 SINGLE FAMILY RESIDENTIAL DISTRICT
d. Conditional Uses

SECTION 18 R-3 TWO FAMILY RESIDENTIAL DISTRICT
d. Conditional Uses

SECTION 23 P-I PUBLIC AND INSTITUTIONAL DISTRICT
e. Conditional Uses
Conditional uses as provided in Sections 4 (h) 24 and 29.

SECTION 24 B-1 RESTRICTED BUSINESS DISTRICT
d. Conditional Uses

SECTION 25 B-2 LOCAL BUSINESS DISTRICT
d. Conditional Uses

SECTION 26 B-3 GENERAL BUSINESS DISTRICT
d. Conditional Uses

SECTION 27 B-4 JCOMMERCIAL SPECIAL USE ZONING DISTRICT

Purpose and Intent. The provisions of this section following the first paragraph are deleted.

(a) **Permitted Principal Uses**

34. Residential, and Mixed Planned Unit Developments.
35. Other uses not specifically mentioned above may be permitted if the Town of Lisbon Plan Commission and Town Board, after referral to the joint JPC for its review and comments in accordance with the Border Agreement, make the following findings:

(No change in the remainder of the text in this Section)

(c) **Certain Incompatible Uses Prohibited**

SECTION 31 M-1 LIMITED INDUSTRIAL DISTRICT
e. Conditional Uses

SECTION 32 M-2 GENERAL INDUSTRIAL DISTRICT
e. Conditional Uses

SECTION 3: All ordinances or parts of ordinances conflicting with or contravening the provisions of this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect upon passage and posting as provided by law.

PASSED AND ADOPTED by the Town Board of the Town of Lisbon, Waukesha County, Wisconsin this 12th day of March, 2018.

TOWN BOARD, TOWN OF LISBON
WAUKESHA COUNTY, WISCONSIN

BY: [Signature]
JOSEPH OSTERMAN, Chairman

BY: [Signature]
TEDIA GAMINO, Supervisor

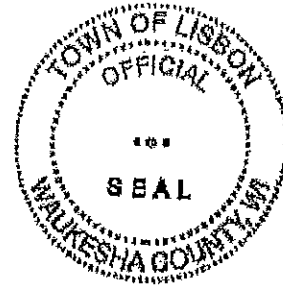
BY: [Signature]
MARC MOONEY, Supervisor

BY: [Signature]
LINDA BEAL, Supervisor

BY: [Signature]
REBECCA PLOTECHER, Supervisor

ATTEST:

BY: [Signature]
Gina C. Gresch, MMC/WCPC
Town Clerk



1 AMEND THE DISTRICT ZONING MAP OF THE TOWN OF EAGLE ZONING
2 ORDINANCE BY CONDITIONALLY REZONING CERTAIN LANDS LOCATED IN
3 PART OF THE S ½ OF THE SW ¼ OF SECTION 13, T5N, R17E, TOWN OF EAGLE,
4 WAUKESHA COUNTY, WISCONSIN, FROM THE RR RURAL RESIDENTIAL
5 DISTRICT TO THE UC UPLAND CONSERVANCY DISTRICT (RZ3)
6
7

8 WHEREAS, after proper notice was given, a public hearing was held and the subject matter of
9 this Ordinance was approved by the Eagle Town Board on February 5, 2018; and
10

11 WHEREAS, the matter was referred to and considered by the Waukesha County Park and
12 Planning Commission, which recommended approval and reported that recommendation to the
13 Land Use, Parks and Environment Committee and the Waukesha County Board of Supervisors,
14 as required by Section 60.62, Wis. Stats.
15

16 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
17 that the District Zoning Map for the Town of Eagle, adopted by the Town of Eagle on March 31,
18 2017, is hereby amended to conditionally rezone from the RR Rural Residential District to the
19 UC Upland Conservancy District, certain lands located in part of the S ½ of the SW ¼ of Section
20 13, T5N, R17E, Town of Eagle, Waukesha County, Wisconsin, and more specifically described
21 in the "Staff Report and Recommendation" and map on file in the office of the Waukesha
22 County Department of Parks and Land Use and made a part of this Ordinance by reference RZ3,
23 is hereby approved, subject to the following conditions:
24

- 25 1. The property owner submits a metes and bounds description of the C-1 area and the UC
26 areas to the Town in an acceptable format.
27
- 28 2. The Waukesha County Board of Supervisors approves the map amendment.
29

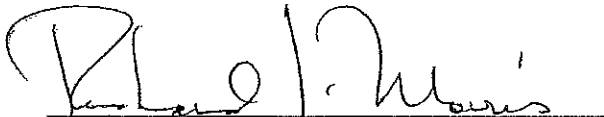
30 BE IT FURTHER ORDAINED that the Waukesha County Clerk shall file a certified copy of
31 this Ordinance with the Town Clerk of Eagle.

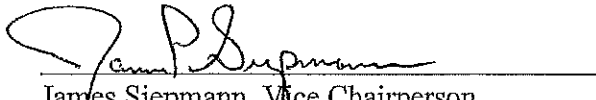
COMMISSION ACTION

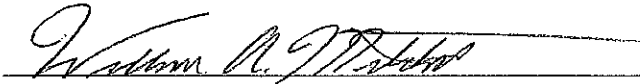
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Town of Eagle Zoning Ordinance hereby recommends approval of **RZ3 (Hiller/Slater)** in accordance with the attached "Staff Report and Recommendation".

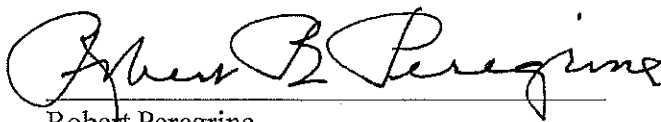
PARK AND PLANNING COMMISSION

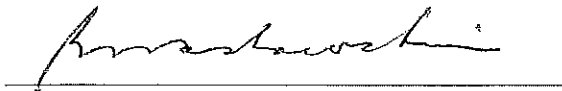
April 19, 2018


Richard Morris, Chairperson


James Siepman, Vice Chairperson


William Mitchell, Secretary


Robert Peregrine


William Maslowski

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE
STAFF REPORT AND RECOMMENDATION
MAP AMENDMENT

FILE NO: RZ3

TAX KEY NUMBER: EGLT 1779.998

DATE: April 19, 2018

PETITIONER: Tim Hiller
777 N. Jefferson St.
Milwaukee, WI 53202

OWNER: Pearl O. Slater
738 Medora Ct.
St. Paul, MN 55118-1732

LOCATION:
Part of the S ½ of the SW ¼ of Section 13, T5N, R17E, Town of Eagle. More specifically the property is located on the east side of Sprague Road, containing approximately 80 acres.

EXISTING LAND USE:
Agricultural, natural resource lands.

PROPOSED LAND USE:
Natural resource lands to remain undeveloped, with balance of acreage to be developed as residential subdivision.

EXISTING ZONING:
RR Rural Residential District (Town).

PROPOSED ZONING:
UC Upland Conservancy District (Town), with refinements to C-1 Conservancy District and RR Rural Residential District boundaries based upon delineated wetlands.

PUBLIC HEARING DATE:
February 5, 2018.

PUBLIC REACTION:
There was a question regarding if the 1½ acre proposed lots were in compliance with the Comprehensive Plan. The Town Planner explained that the Comprehensive Plan relates to density and the density would remain at three (3) acres. The Town Chairman added that the public hearing would only address the rezoning of the property.

TOWN PLAN COMMISSION ACTION:

At their meeting of February 5, 2018, the Town of Eagle Plan Commission recommended conditional approval of the proposed rezoning to the Town Board.

TOWN BOARD ACTION:

At their meeting of February 5, 2018, the Town of Eagle Board unanimously approved the proposed rezoning with conditions (see Town Ordinance).

COMPLIANCE WITH THE COMPREHENSIVE DEVELOPMENT PLAN FOR WAUKESHA COUNTY (WCCDP) AND THE TOWN OF EAGLE COMPREHENSIVE PLAN:

The property is designated in the SDRII Residential Category (3-4.9 acres per dwelling unit) and the wetlands in the northeast part of the property are designated in the Other Open Lands to be Preserved category. The Town Plan similarly designates the lands in a three acre category (Rural Residential 1) with wetlands in a protective category. The proposal to zone the natural resources to protective categories is consistent with both plans.

STAFF ANALYSIS:

The petitioner is pursuing bringing a residential development forward for the subject lands that are located east of Sprague Road, to the north of the Eagle's Aire Addition No. 1 subdivision. In preparing the lands for sale, the property owner requested that the Southeastern Wisconsin Regional Planning Commission (SEWRPC) conduct a site visit to delineate wetlands and other natural resources on the property. SEWRPC identified an Isolated Natural Resource Area that contains prairie habitat in the central part of the site and identified the wetlands in the northeast part of the site as being part of the larger Primary Environmental Corridor affiliated with Jericho Creek. Neither resource area had been previously identified in SEWRPC's generalized inventories.

The petitioner's proposal is to place the delineated resources into the UC Upland Conservancy District which is the Town's category that accommodates upland environmental corridors and isolated natural resource areas. The developer has proposed a layout that would preserve these areas in common open space, so the UC designation will be compatible with the proposed plans.

STAFF RECOMMENDATION:

The Planning and Zoning Division Staff recommends **approval** of the proposed rezoning subject to the following conditions imposed by the Town:

1. The property owner submits a metes and bounds description of the C-1 area and the UC areas to the Town in an acceptable format.
2. The Waukesha County Board of Supervisors approves the map amendment.

The rezoning will zone natural resource areas to an appropriate protective category, as recommended by both the Town and County Plans. The rezoning will allow for the petitioner to move forward with his plans to develop a subdivision on the subject parcel.

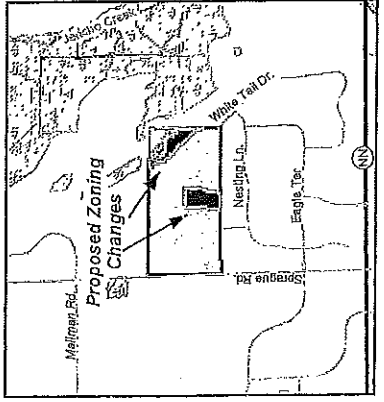
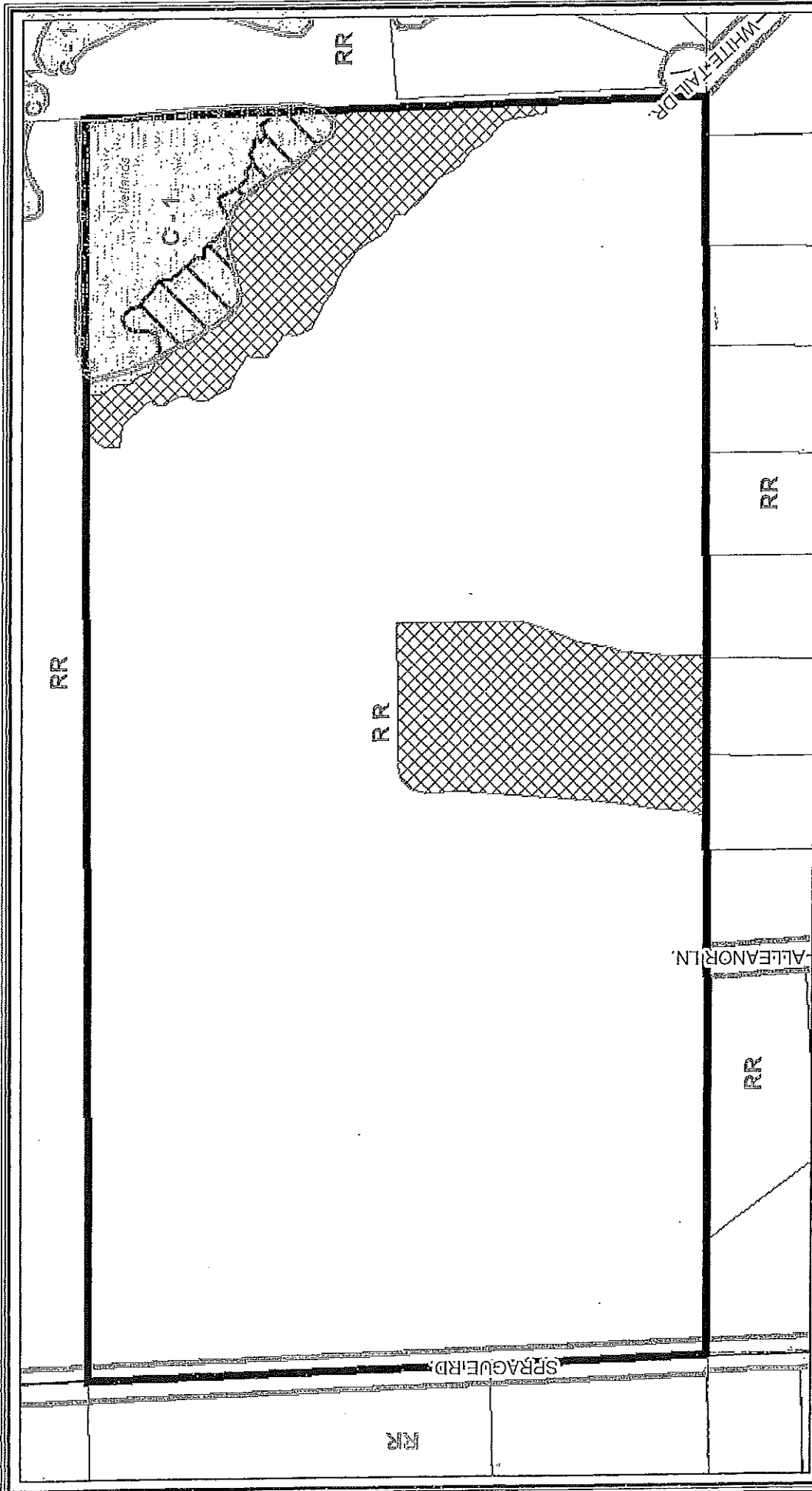
Respectfully submitted,

Jason Fruth

Jason Fruth
Planning and Zoning Manager

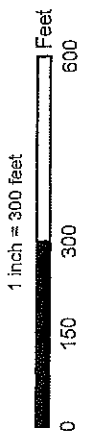
Attachments: Map
Town Ordinance No. 2018-03

N:\PRKANDLU\Planning and Zoning\Rezoning\Staff Reports\RZ3 Hiller-Slater elt.doc



ZONING MAP AMENDMENT

PART OF THE SW 1/4 OF SECTION 13 TOWN OF EAGLE



Prepared by the Waukesha County Department of Parks and Land Use

TOWN ZONING CHANGE FROM RR RURAL RESIDENTIAL DISTRICT TO UC UPLAND CONSERVANCY DISTRICT PER SEWRPC FIELD DELINEATION ON JULY 20 & 24, 2017 (9.4 ac)
 C-1 CONSERVANCY DISTRICT BOUNDARY TO BE MODIFIED PER SEWRPC FIELD DELINEATION ON JULY 20 & 24, 2017
 RR RURAL RESIDENTIAL DISTRICT TO C-1 CONSERVANCY DISTRICT (0.1 ac) C-1 CONSERVANCY DISTRICT TO UC UPLAND CONSERVANCY DISTRICT (1.2 ac)

FILE..... RZ-3
 DATE..... 04/19/18
 AREA OF CHANGE..... 10.6 ACRES
 TAX KEY NUMBER..... EGLT 1779.998

STATE OF WISCONSIN

TOWN OF EAGLE

WAUKESHA COUNTY

ORDINANCE 2018-03

AN ORDINANCE TO REZONE A PORTION OF A PROPERTY IN SECTION 13,
T5N, R17E IN THE TOWN OF EAGLE AND TO AMEND THE ZONING MAP OF
THE TOWN OF EAGLE PURSUANT TO THE REQUIREMENTS IN THE
ZONING ORDINANCE FOR THE TOWN OF EAGLE

WHEREAS, the Town Board for the Town of Eagle adopted a zoning code for the Town of Eagle in 1990 and has amended it from time to time since then; and

WHEREAS, the estate of Pearl O. Slater (herein referred to as "property owner") owns an 80-acre parcel in Section 13, T5N, R17E designated as Tax Key EGLT1779998 (herein referred to as "subject property") and more particularly described as follows:

S1/2 SW1/4 SEC 13 T5N R17E R2872/1819; and

WHEREAS, the property owner has submitted a petition pursuant to Article 6 of the zoning code requesting that a portion of the subject property currently classified as Rural Residential (RR) be rezoned to the Upland Conservancy (UC) and that the boundary of the Conservancy (C-1) district be established based on a field delineation; and

WHEREAS, the Town Clerk for the Town of Eagle has (1) referred the matter to the Plan Commission, (2) notified the Waukesha County Park and Planning Commission of the proposed amendment, and (3) published a class II public hearing notice; and

WHEREAS, the Plan Commission has conducted the necessary investigation, and scheduled a public hearing for the Plan Commission and the Town Board; and

WHEREAS, upon due notice the Town Board and the Plan Commission conducted a joint public hearing on February 5, 2018; and

WHEREAS, within a reasonable time after the hearing, the Plan Commission has reported its recommendation to the Town Board; and

WHEREAS, the Town Board concurs with the Plan Commission's recommendation; and

WHEREAS, the Town Board for the Town of Eagle, after carefully reviewing the recommendation of the Plan Commission and having given the matter due consideration, having determined that all procedural requirements and notice requirements have been satisfied, and having based its determination on the effect of the adoption of the ordinance on the health, safety and welfare of the community and the preservation and enhancement of property values in the community, and having given due consideration to the municipal problems involved hereby determine that the ordinance amendment will serve the public health, safety and general welfare of the Town of Eagle, will enhance property values in the Town and will not be hazardous, harmful, noxious, offensive or a nuisance, and will not unduly limit or restrict the use of property in the Town or for any other reason cause a substantial adverse effect on the property values and general desirability of the Town.

RECEIVED

FEB 23 2018

DEPT OF PARKS & LAND USE

NOW, THEREFORE, the Town Board for the Town of Eagle, Waukesha County, does hereby ordain as follows:

SECTION 1: ZONING MAP CHANGE. The zoning for the subject property is revised as set forth in Exhibit A, attached hereto.

SECTION 2: CONDITIONS OF REZONING. The rezoning of the subject property as specified herein and the amendment of the zoning map of the Town of Eagle are conditioned on the approval of the completion of the following within one year of the date of this decision:

1. The property owner submits a metes and bounds description of the C-1 area and the UC areas to the Town in an acceptable format.
2. The Waukesha County Board of Supervisors approves the map amendment.

SECTION 3: CERTIFICATION. Upon certification by the Town Clerk that the aforementioned conditions have been satisfied, the Town Planner shall change the zoning classification of the subject property on the Town of Eagle zoning map as indicated herein.

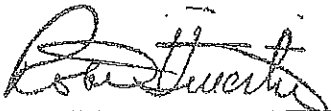
SECTION 4. SUBMITTAL TO WAUKESHA COUNTY. The Town of Eagle Town Clerk is directed to send three signed copies of this ordinance to the Waukesha County Clerk for approval of the Waukesha County Board of Supervisors.

SECTION 5. SEVERABILITY. Several sections this ordinance are declared to be severable and if any section or portion thereof shall be declared by a decision of the court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the ordinance which shall remain. The remainder of the ordinance shall remain in full force and effect and any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

SECTION 6. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and posting or publication as provided by law subject to the conditions stated in Section 2, and this ordinance is null and void and the current zoning shall be in effect with no further notice if such conditions are not satisfied within one year of the date of this decision.


Adopted this 5th day of February 2018

TOWN OF EAGLE



Bob Kwiatkowski, Town Chairman

ATTEST:

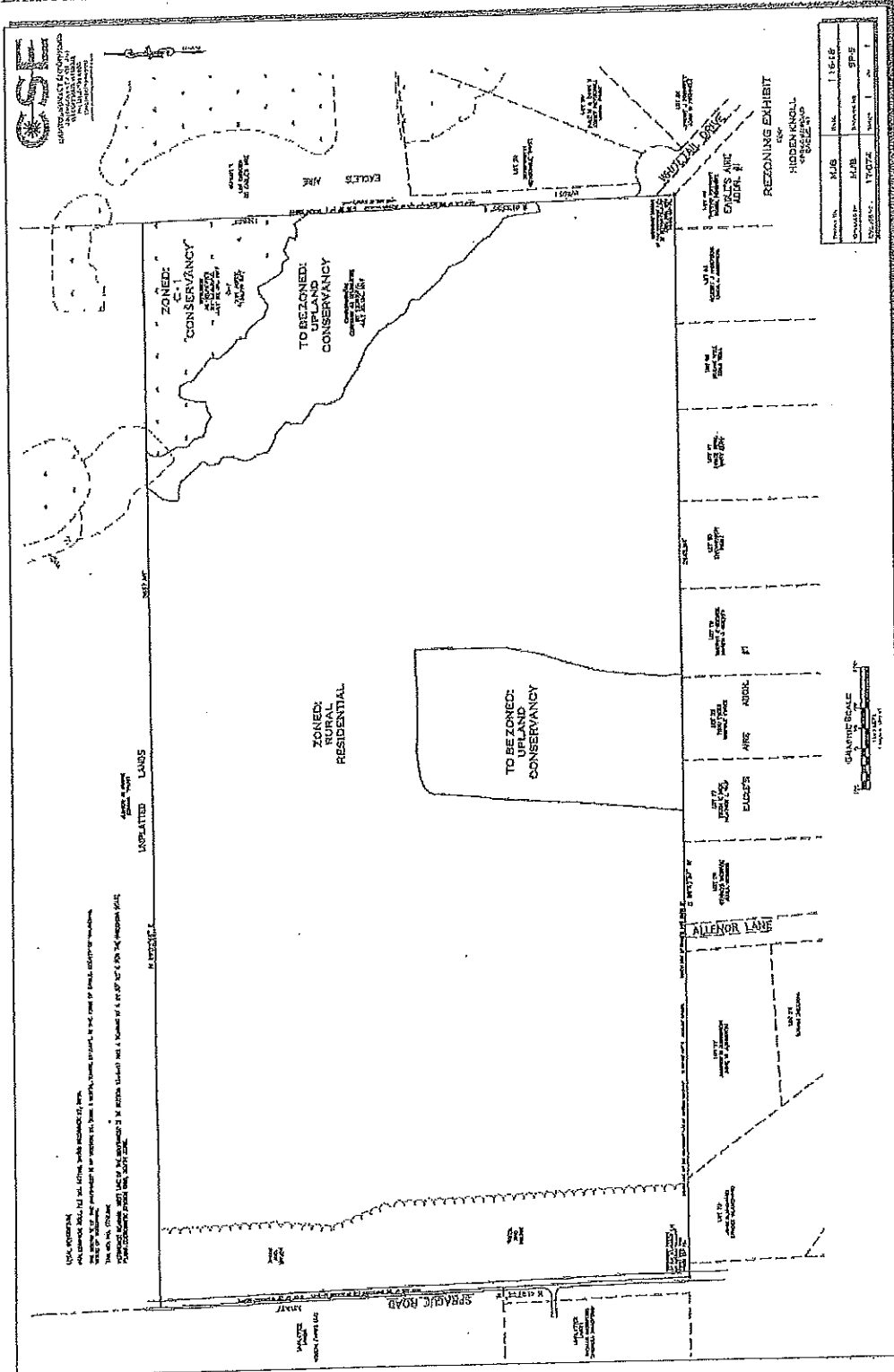


Lynn Pepper, Town Clerk

Published and posted this 16th day of February 2018

The remainder of this page intentionally left blank.

Exhibit A.



1 AMEND THE DISTRICT ZONING MAP OF THE TOWN OF DELAFIELD ZONING
2 CODE BY CONDITIONALLY REZONING CERTAIN LANDS LOCATED IN
3 PART OF THE SW ¼ OF SECTION 35, T7N, R18E, TOWN OF DELAFIELD,
4 WAUKESHA COUNTY, WISCONSIN, FROM THE A-1 AGRICULTURAL
5 DISTRICT TO THE A-2 RURAL HOME DISTRICT (RZ6)
6
7

8 WHEREAS, after proper notice was given, a public hearing was held and the subject matter of
9 this Ordinance was approved by the Delafield Town Board on February 27, 2018; and
10

11 WHEREAS, the matter was referred to and considered by the Waukesha County Park and
12 Planning Commission, which recommended approval and reported that recommendation to the
13 Land Use, Parks and Environment Committee and the Waukesha County Board of Supervisors,
14 as required by Section 60.62, Wis. Stats.
15

16 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
17 that the District Zoning Map for the Town of Delafield Zoning Code, adopted by the Town of
18 Delafield on July 20, 1998, is hereby amended to conditionally rezone from the A-1 Agricultural
19 District to the A-2 Rural Home District, certain lands located in part of the SW ¼ of Section 35,
20 T7N, R18E, Town of Delafield, Waukesha County, Wisconsin, and more specifically described
21 in the “Staff Report and Recommendation” and map on file in the office of the Waukesha
22 County Department of Parks and Land Use and made a part of this Ordinance by reference RZ6,
23 is hereby approved, subject to the following condition:
24

- 25 1. No other divisions will be allowed for this parcel of land.
26

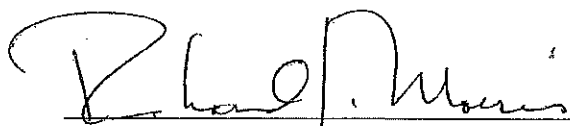
27 BE IT FURTHER ORDAINED that the Waukesha County Clerk shall file a certified copy of
28 this Ordinance with the Town Clerk of Delafield.

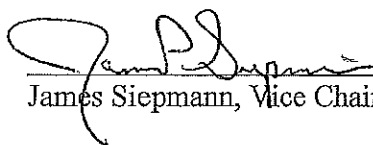
COMMISSION ACTION

The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Town of Delafield Zoning Code hereby recommends approval of **RZ6 (Anthony Fronczak)** in accordance with the attached "Staff Report and Recommendation".

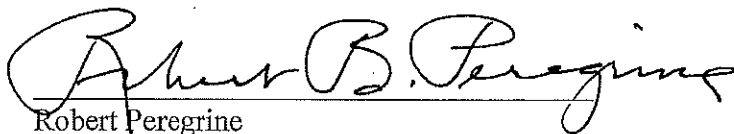
PARK AND PLANNING COMMISSION

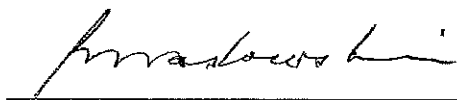
April 19, 2018


Richard Morris, Chairperson


James Siepmann, Vice Chairperson


William Mitchell, Secretary


Robert Peregrine


William Maslowski

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE
STAFF REPORT AND RECOMMENDATION
ZONING MAP AMENDMENT

DATE: April 19, 2018

FILE NO.: RZ6

PETITIONER: Jon Spheeris
175 East Wisconsin Avenue, Suite A
Oconomowoc, WI 53066

OWNER: Anthony Fronczak
S11 W29586 Summit Avenue
Waukesha, WI 53188

TAX KEY NO.: DELT 0859.999

LOCATION:
Part of the SW ¼ of Section 35, T7N, R18E, Town of Delafield. More specifically, the property is located at S11 W29586 Summit Avenue, containing approximately 48.9 acres.

EXISTING ZONING:
A-1 Agricultural District.

EXISTING LAND USE:
Residential and agricultural.

PROPOSED ZONING:
A-2 Rural Home District.

PROPOSED LAND USE:
Residential and agricultural (divide into two large parcels).

PUBLIC HEARING DATE:
September 5, 2017.

PUBLIC REACTION:
None.

TOWN PLAN COMMISSION ACTION:
The Town of Delafield Plan Commission, at their meeting of February 6, 2018, recommended approval of the request to the Town Board with a condition stating that the property may not be further divided.

TOWN BOARD ACTION
On February 27, 2018, the Town of Delafield Board approved the rezoning request subject to the property not being further divided.

CONFORMANCE WITH THE WAUKESHA COUNTY DEVELOPMENT PLAN AND THE TOWN OF DELAFIELD COMPREHENSIVE DEVELOPMENT PLAN:

The Waukesha County Comprehensive Development Plan and the Town of Delafield Comprehensive Plan designate the property in the Rural Density and Other Agricultural Land category (maximum one dwelling unit per five acres). The proposed two-lot division complies with the density parameters.

STAFF ANALYSIS:

The subject property is located to the north of U.S.H. 18 in the Town of Delafield. The north part of the property contains a residence, outbuilding and ponds. The south part of the property is in agricultural use. The property contains significant terrain, with very steep slopes on the east part of the property. There are wetlands on the north and south ends of the property.

The property owner has submitted a Certified Survey Map (see Exhibit "A") proposing to divide the property on a generally north/south line that coincides with the current driveway location. This would leave the residence on the proposed 27-acre easterly lot with a metal building being located on the westerly 21 acres. The Town has approved the proposal with a condition that the lands not be further subdivided.

The A-1 District requires a 40-acre minimum lot size whereas the A-2 District allows for a minimum 3-acre lot size. Both proposed lots will comply with A-2 dimensional standards.

STAFF RECOMMENDATION:

It is the opinion of the Planning and Zoning Division Staff that this request be **approved**, subject to the following condition imposed by the Town of Delafield:

1. No other divisions will be allowed for this parcel of land.

Respectfully submitted,

Jason Fruth

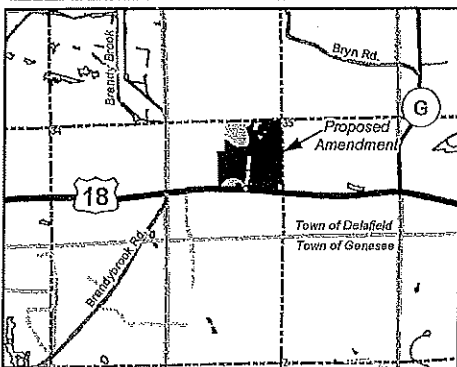
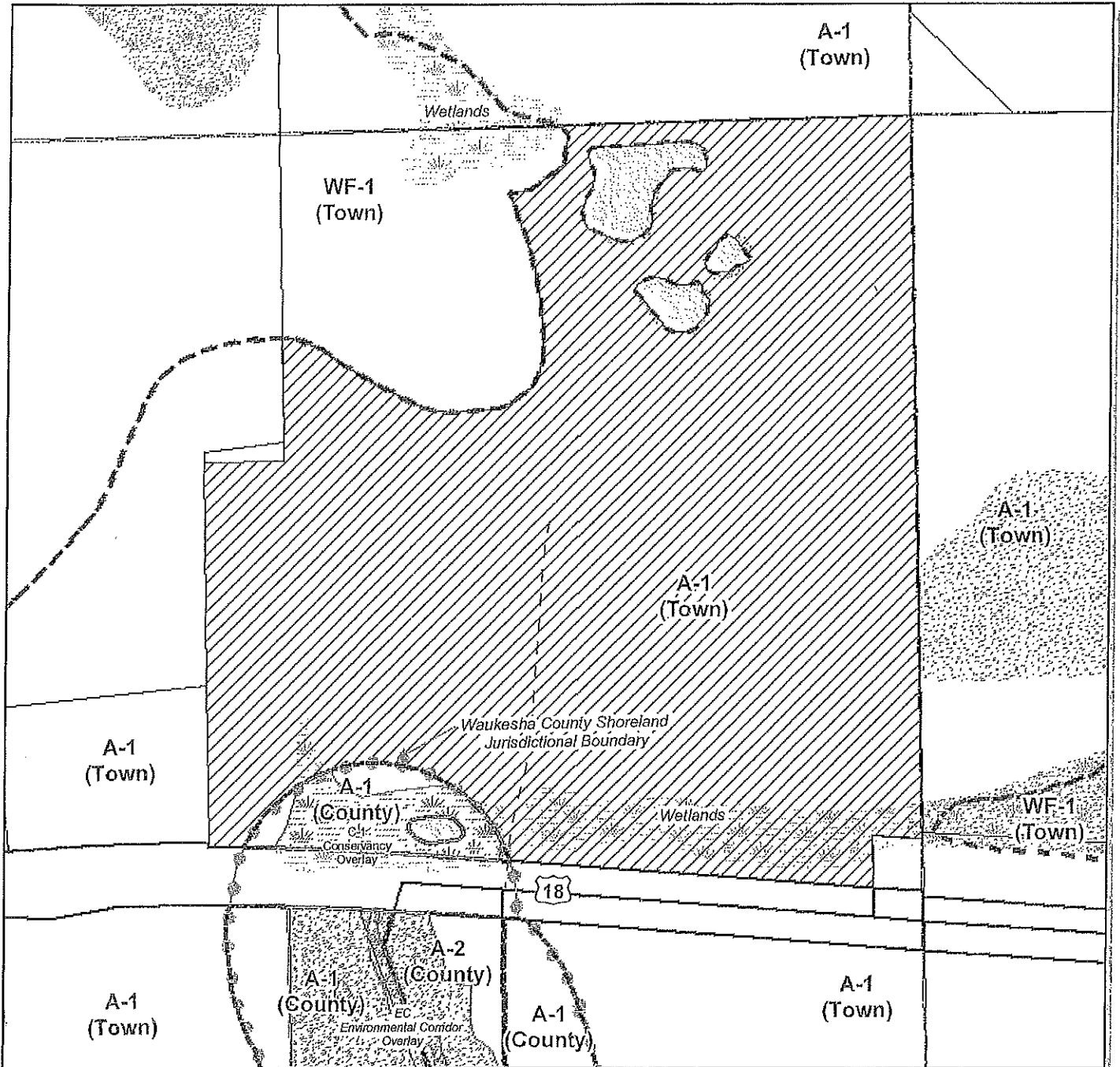
Jason Fruth
Planning and Zoning Manager

Attachment: Map
Exhibit "A"
Town Ordinance 2018-01

N:\PRKANDLU\Planning And Zoning\Rezoning\Staff Reports\RZ6 Fronczak Dit.Doc

ZONING AMENDMENT

PART OF THE SW 1/4 OF SECTION 35
TOWN OF DELAFIELD

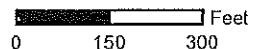


 TOWN ZONING CHANGE FROM A-1 AGRICULTURAL DISTRICT TO A-2 RURAL HOME DISTRICT

FILE NO.....RZ-6
 PETITIONER.....FRONCZAK
 DATE OF PLAN COMM. CONSIDERATION.....04/19/18
 AREA OF CHANGE.....49.7 ACRES
 TAXKEY NUMBER.....DELT 0859.999



1 inch = 300 feet



Prepared by the Waukesha County Department of Parks and Land Use

RECEIVED

APR 11 2018

ARC™
(262) 542-8200

EXHIBIT "A"

DEPT OF PARKS & LAND USE

CERTIFIED SURVEY MAP NO. _____

Sheet 1 of 5

Being Part of the NE(1/4), NW(1/4), SW(1/4), and SE(1/4), of
the SW(1/4) of Section 35 Town 7 North, Range 18 East
TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

REFERENCE BEARING:
THE EAST LINE OF THE SW (1/4) OF SECTION 35,
TOWN 7 NORTH, RANGE 18 EAST WAS USED AS
THE REFERENCE BEARING AND HAS A BEARING
OF NORTH 01°28'10" WEST PER THE
WISCONSIN STATE PLANE COORDINATE SYSTEM
(SOUTH ZONE)

SURVEYOR:
JOHN R. STIGLER
JAHNIKE & JAHNIKE
ASSOCIATES INC.
711 W. MORELAND BLVD.
WAUKESHA, WI 53186
(262) 542-5197
OWNER:
ANTHONY G. FRONCZAK
LANA FRONCZAK
S11 W20586 SUMMIT AVENUE
WAUKESHA, WI 53188

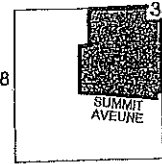
BENCH MARK: 979.35 (USGS)
TOP OF CONCRETE
MOUND WITH BRASS
CAP LOCATED AT THE
SOUTHEAST CORNER
OF THE SOUTHWEST 1/4
OF SECTION 35-T7N-R18E,
BASED ON NATIONAL
GEODETIC VERTICAL DATUM
OF 1929

LEGEND:

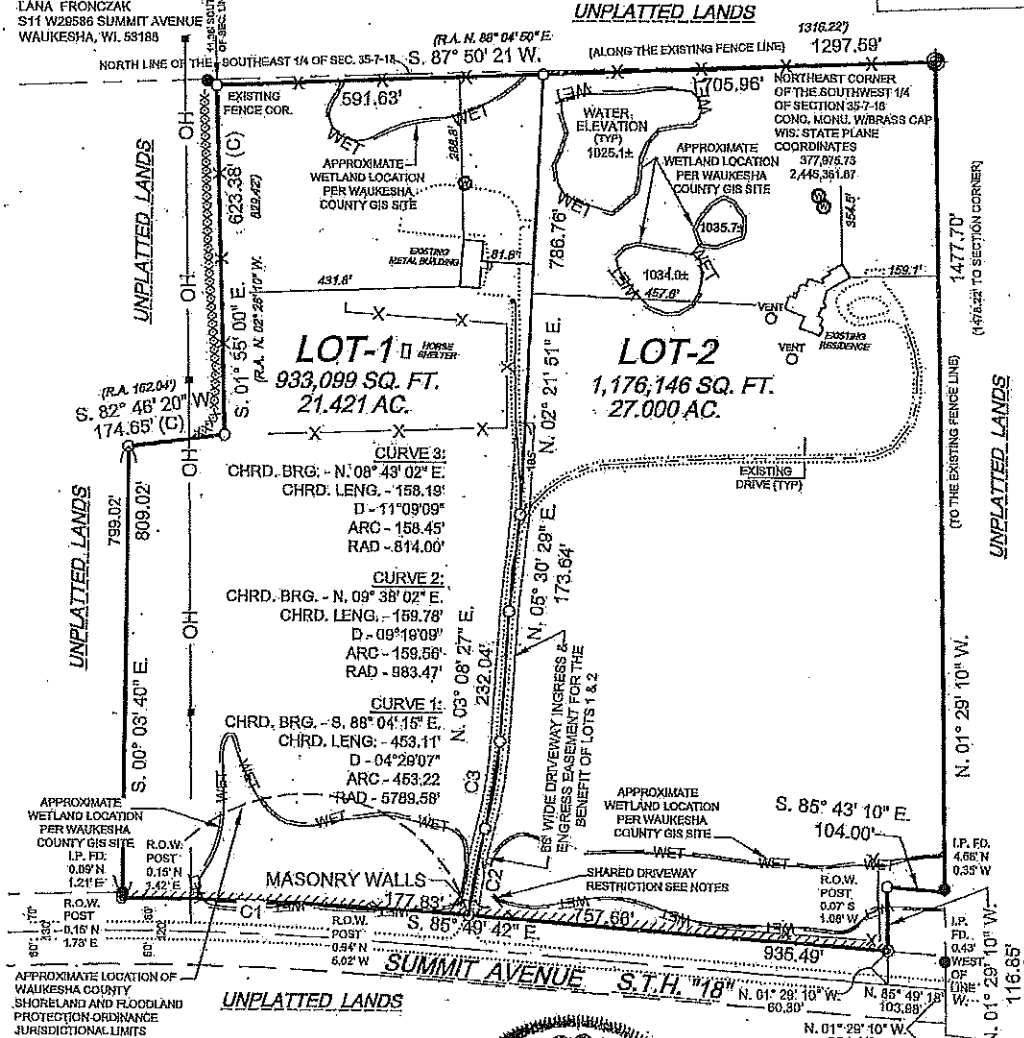
- (C) CALCULATED
- CONC. MOUN. FD.
- W/BRASS CAP
- SEPTIC VENT
- WELL
- RETAINING WALL
- POWER POLE
- FENCE LINE
- RECORDED AS
- IRON PIPE FOUND
- IRON PIPE 18" X 1"
- DIA. (PLACED)
- 1.13= LBS. PER L.N. FT.

CURRENT ZONING:
A-1 RURAL HOME DISTRICT
MIN. LOT AREA: 40-ACRES
MIN. LOT WIDTH: 200'
SETBACKS:
FRONT 50'
SIDE & REAR 20'
75' FROM WETLANDS

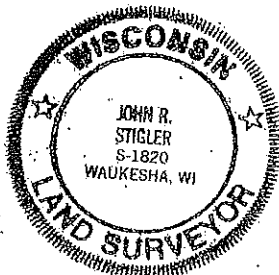
SCALE IN FEET



LOCATION MAP
SW 1/4 OF SEC-35-7-18
NO SCALE



John R. Stigler
JOHN R. STIGLER - Wis. Reg. No. S - 1820
DATED this 9TH DAY of JAN, 2018
REVISED this 30TH DAY of JAN, 2018



INSTRUMENT DRAFTED BY JOHN R. STIGLER
FILE NAME: S-8864 P.S. DELAFIELD 1140



Ordinance No. 2018-01

An Ordinance to amend the Zoning Map of the Town of Delafield from A-1 to A-2 on lands located in the Northeast ¼, Northwest ¼, Southeast ¼ and Southwest ¼ of the Southwest ¼ of Section 35, Town 7 North Range 18 East, Town of Delafield, Waukesha County Wisconsin (Fronczak Property)

The Town Board of Delafield, Waukesha County, Wisconsin, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1:

The Town of Delafield Zoning Map is hereby amended to change the zoning classification from A-1 to A-2 on the following described parcel of land:

All that part of the Southwest ¼ of Section 35, Town 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin described as follows: Commencing at the South ¼ corner of said Section 35; thence North 01°29'10" West along the east line of the Southwest Quarter of said Section 35, 994.41 feet to the centerline of USH 18; thence North 85°49'18" West along said USH 18 centerline, 103.98 feet; thence North 01°29'10" West, 60.30 feet to the north right-of-way line of USH 18 (Summit Avenue) and the place of beginning of lands hereinafter described; thence continuing North 01°29'10" West, 116.85 feet; thence South 85°43'10" East, 104.00 feet to the east line of the Southwest Quarter; thence North 01°29'10" West along said east line, 1477.70 feet to the northeast corner of the Southwest Quarter of above said Section 35; being marked by a concrete monument with a brass cap; thence South 87°50'21" West along an existing fence line 1297.59 feet; thence South 01°55'00" East along an existing fence line, 623.38 feet; thence South 82°46'20" West, 174.65 feet (recorded as 162.04 feet); thence South 00°03'40" East, 809.02 feet to the north right-of-way line of USH 18 (Summit Avenue); thence easterly 453.22 feet on the arc of a curve and said north right-of-way line, curve center lies to the south, chord bears South 88°04'15" East, 453.11 feet; thence South 85°49'42" East along said north right-of-way line, 935.49 feet to the place of beginning.

Section 2

As a condition of the rezoning, no other divisions will be allowed for this parcel the land.

Section 3: Severability.

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

Section 4: Effective Date.

This ordinance shall take effect immediately upon passage by Waukesha County and posting or publication as provided by law.

This ordinance passed this 27th day of February, 2018.

BY THE TOWN BOARD OF THE TOWN OF DELAFIELD:

Lawrence G. Krause
Lawrence G. Krause, Town Chairman

ATTEST:

Mary T. Egan
Mary T. Egan
Town Clerk/Treasurer

1 AMEND THE DISTRICT ZONING MAP OF THE TOWN OF MUKWONAGO ZONING
2 CODE BY CONDITIONALLY REZONING CERTAIN LANDS LOCATED IN PART OF
3 THE NW ¼, SW ¼ AND NE ¼ OF SECTION 18, T5N, R18E, TOWN OF MUKWONAGO,
4 WAUKESHA COUNTY, WISCONSIN, FROM THE A-P AGRICULTURAL LAND
5 PRESERVATION DISTRICT TO THE A-1 AGRICULTURAL DISTRICT (RZ9)
6
7

8 WHEREAS, after proper notice was given, a public hearing was held and the subject matter of
9 this Ordinance was approved by the Mukwonago Town Board on March 7, 2018; and
10

11 WHEREAS, the matter was referred to and considered by the Waukesha County Park and
12 Planning Commission, which recommended approval and reported that recommendation to the
13 Land Use, Parks and Environment Committee and the Waukesha County Board of Supervisors,
14 as required by Section (60.62), Wis. Stats.
15

16 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
17 that the District Zoning Map for the Town of Mukwonago Zoning Code, adopted by the Town of
18 Mukwonago on February 27, 2007, is hereby amended to conditionally rezone from the A-P
19 Agricultural Land Preservation District to the A-1 Agricultural District, certain lands located in
20 part of the NW ¼, SW ¼ and NE ¼ of Section 18, T5N, R18E, Town of Mukwonago,
21 Waukesha County, Wisconsin, and more specifically described in the “Staff Report and
22 Recommendation” and map on file in the office of the Waukesha County Department of Parks
23 and Land Use and made a part of this Ordinance by reference RZ9, is hereby approved, subject
24 to the following conditions:
25

- 26 1. The Waukesha County Park and Planning Commission approves the petitioner's request
27 to not include the remnant parcel in the proposed two-lot certified survey map.
28
- 29 2. The Waukesha County Board approves the rezoning.
30
- 31 3. The petitioner submits a certified survey map for the two lots and obtains all required
32 approvals of the same.
33
- 34 4. The petitioner records the approved certified survey map with the Waukesha County
35 Register of Deeds office.
36
- 37 5. If there are any conversion penalties for this rezoning for which the Town is responsible,
38 the property owner shall reimburse the Town for such costs.
39
- 40 6. The property owner is responsible for any conversion penalties resulting from this
41 rezoning.
42


43 BE IT FURTHER ORDAINED that the Waukesha County Clerk shall file a certified copy of
44 this Ordinance with the Town Clerk of Mukwonago.

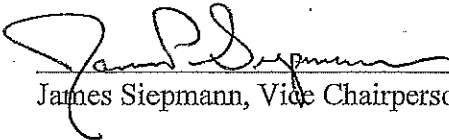
COMMISSION ACTION

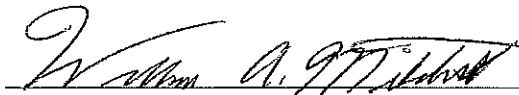
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Town of Mukwonago Zoning Ordinance hereby recommends approval of **RZ9 (Jean Holtz Trust)** in accordance with the attached "Staff Report and Recommendation".

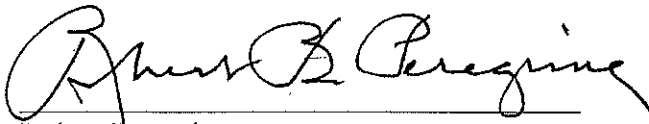
PARK AND PLANNING COMMISSION

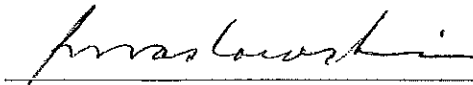
April 19, 2018


Richard Morris, Chairperson


James Siepmann, Vice Chairperson


William Mitchell, Secretary


Robert Peregrine


William Maslowski

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE
STAFF REPORT AND RECOMMENDATION
ZONING MAP AMENDMENT

DATE: April 19, 2018

FILE NO.: RZ9

PETITIONER: Jean Holtz Trust
Marital Trust Created Under the Holtz Trust Et Al.
W335 S7907 C.T.H. "E"
Mukwonago, WI 53149

TAX KEY NO.: MUKT 1942.999

LOCATION:
Part of the NW ¼, SW ¼ and NE ¼ of Section 18, T5N, R18E, Town of Mukwonago. More specifically, the property is located at the C.T.H. "E" address cited above. Approximately 6.6 acres of the 180-acre property is being requested to be rezoned.

EXISTING ZONING:
A-P Agricultural Land Preservation District, requiring a minimum lot area of 35 acres.

EXISTING LAND USE:
Residential/agricultural.

PROPOSED ZONING:
A-1 Agricultural District, requiring a minimum lot area of three (3) acres.

PROPOSED LAND USE:
Residential/agricultural. A two (2) lot Certified Survey Map is proposed to settle an estate.

PUBLIC HEARING DATE:
March 7, 2018.

PUBLIC REACTION:
None.

TOWN PLAN COMMISSION ACTION:
The Town of Mukwonago Plan Commission, at their meeting of March 7, 2018, recommended approval of the request to the Town Board.

TOWN BOARD ACTION
On March 7, 2018, the Town of Mukwonago Board unanimously approved the rezoning request, subject to a number of conditions (see attached Town Ordinance).

CONFORMANCE WITH THE WAUKESHA COUNTY DEVELOPMENT PLAN AND THE TOWN OF MUKWONAGO LAND USE PLAN:

The Waukesha County Comprehensive Development Plan and the Town of Mukwonago Land Use Plan designate the lands in the Suburban II Density Residential category (3 acre minimum density) and the Rural Density and Other Agricultural Land category (5 acre minimum density). The proposal does not create any additional density, as there are already two homes on the subject land. The acreage is simply being divided to settle an estate.

STAFF ANALYSIS:

The lands proposed to be rezoned are located in the northeast corner of the subject farm that is located to the west of C.T.H. "E" in the Town of Mukwonago. The petitioner received rezone approval and a remnant parcel waiver from the Waukesha County Park and Planning Commission in 2015 to allow for two lots to be divided from the farm. Because the Town's conditions of approval were not met within one year, the rezone process had to be re-initiated.

The existing large farm parcel (approximately 140 acres-west side of C.T.H. "E") that the lots would be divided from currently contains two houses and numerous agricultural outbuildings. The related proposed land division would create two, 3.3 acre parcels, leaving the vast majority of the acreage as "unplatted lands." Each parcel would contain one residence. The AP district requires a minimum 35 acre minimum parcel size. The proposed A-1 zoning designation allows for minimum three acre lots. Therefore, each resultant lot would be conforming.

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 Waukesha County Park and Planning Commission approves the petitioner's request to not include the remnant parcel in the proposed two-lot certified survey map.
2. The Waukesha County Board approves the rezoning.
3. The petitioner submits a certified survey map for the two lots and obtains all required approvals of the same.
4. The petitioner records the approved certified survey map with the Waukesha County Register of Deeds office.
5. If there are any conversion penalties for this rezoning for which the Town is responsible, the property owner shall reimburse the Town for such costs.
6. The property owner is responsible for any conversion penalties resulting from this rezoning.

The rezoning is consistent with plan designations and will allow for two existing residences and respective outbuildings to be located on two individual lots.

Respectfully submitted,

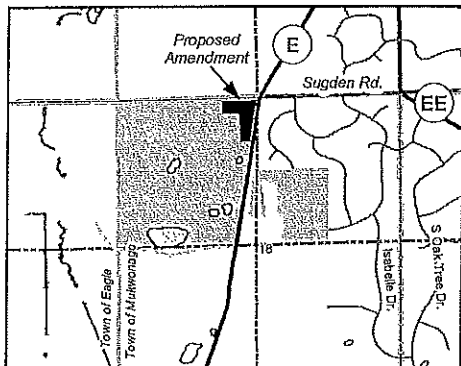
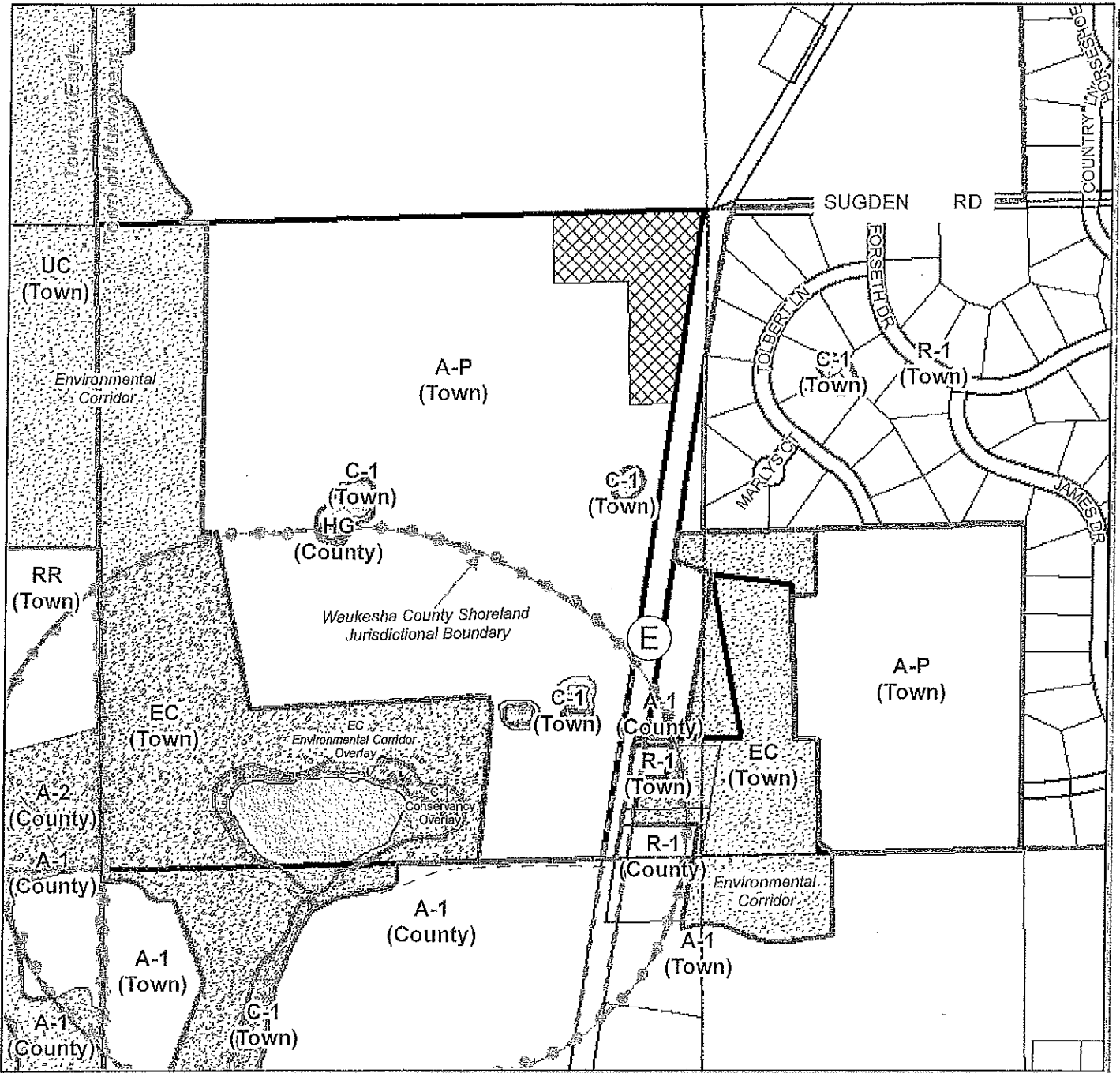
Jason Fruth


Jason Fruth
Planning and Zoning Manager

Attachments: Map and Town Ordinance (2018-O-039)

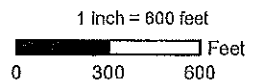
ZONING AMENDMENT

PART OF THE NW & NE 1/4 OF SECTION 18
TOWN OF MUKWONAGO



 CONDITIONAL TOWN ZONING CHANGE FROM A-P AGRICULTURAL LAND PRESERVATION DISTRICT TO A-1 AGRICULTURAL DISTRICT

FILE NO.....RZ-9
 PETITIONER.....JEAN HOLTZ TRUST
 DATE OF PLAN COMM. CONSIDERATION.....04/19/18
 AREA OF CHANGE.....6.6 ACRES
 TAXKEY NUMBER.....MUKT 1942.999



Prepared by the Waukesha County Department of Parks and Land Use

Referred on: 05/03/18

File Number: 173-O-005

Referred to: LU 5

STATE OF WISCONSIN

TOWN OF MUKWONAGO

WAUKESHA COUNTY

ORDINANCE NO. 2018-O-39

AN ORDINANCE TO REZONE A PORTION OF A CERTAIN PROPERTY IN SECTION 18, T5N, R18E, IN THE TOWN OF MUKWONAGO AND TO AMEND THE ZONING MAP OF THE TOWN OF MUKWONAGO PURSUANT TO SEC. 82-51 OF THE ZONING ORDINANCE FOR THE TOWN OF MUKWONAGO

WHEREAS, the Jean Holtz Trust (herein referred to as “property owner”) owns a parcel of land off of CTH E in Section 18, T5N, R18E, designated as Tax Key MUKT1942999 (herein referred to as “subject property”); and

WHEREAS, the property owner has submitted a petition to the Town for a two-lot certified survey map (application 2018-07); and

WHEREAS, the property owner has submitted a petition to the Town to rezone the area in those two lots from AP to A-1:

WHEREAS, the rezoning petition has been submitted to the Town of Mukwonago Plan Commission for report and recommendation; and

WHEREAS, required public notice of the public hearing has been provided consistent with Section 62.23 of the Wisconsin Statutes and the Town’s zoning code; and

WHEREAS, the Town of Mukwonago Town Board and the Town of Mukwonago Plan Commission conducted a joint public hearing on March 7, 2018; and

WHEREAS, the Town of Mukwonago Plan Commission has recommended to the Town of Mukwonago Town Board that said rezoning change be made under certain conditions; and

WHEREAS, The Town Board finds that the proposed zoning is consistent with the Town’s comprehensive plan; and

WHEREAS, the Town of Mukwonago Town Board, after careful review and upon consideration of the recommendation of the Town of Mukwonago Plan Commission, having determined that all procedural requirements and notice requirements have been satisfied, having given the matter due consideration and having based its determination on the effect of granting of said rezoning on the health, safety, and welfare of the community, and the immediate neighborhood in which said use will be located, and having given due consideration to the municipal problems involved, as well as the impact on the surrounding properties as to the noise, dust, smoke, odor and others, has hereby determined that the rezoning will not violate the spirit or intent of the zoning ordinance for the Town of Mukwonago, will not be contrary to the public health, safety or general welfare of the Town of Mukwonago, will not be hazardous, harmful, noxious, offensive or a nuisance by reason of noise, dust, smoke, odor or other similar factors and will not for any other reason cause a substantial adverse affect on the property values and general desirability of the neighborhood as long as the development is conducted pursuant to the following conditions and is in strict compliance with the same.

NOW, THEREFORE, the Town of Mukwonago Town Board, Waukesha County, Wisconsin, ordains as follows:

SECTION 1: ZONING MAP CHANGE

That portion of the subject property containing the two lots being created by certified survey map is conditionally rezoned to A-1 and the zoning map is hereby conditionally amended to incorporate such change.

SECTION 2: CONDITIONS OF REZONING

The rezoning of the subject property as specified herein and the amendment of the zoning map of the Town of Mukwonago are conditioned on the following:

1. The Waukesha County Park and Planning Commission approves the petitioner's request to not include the remnant parcel in the proposed two-lot certified survey map.
2. The Waukesha County Board approves the rezoning.
3. The petitioner submits a certified survey map for the two lots and obtains all required approvals of the same.
4. The petitioner records the approved certified survey map with the Waukesha County Register of Deeds office.
5. If there are any conversion penalties for this rezoning for which the Town is responsible, the property owner shall reimburse the Town for such costs.
6. The property owner is responsible for any conversion penalties resulting from this rezoning.

SECTION 3: CERTIFICATION

Upon certification by the Town Clerk that the conditions set forth in Section 2 have been satisfied within the time period established in Section 5, the Town Planner shall change the zoning classification of the subject property on the Town of Mukwonago zoning map as indicated herein.

SECTION 4: SEVERABILITY

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

SECTION 5: EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage and posting or publication as provided by law subject to the conditions stated in Section 2, and this ordinance is

null and void and the current zoning shall be in effect with no further notice if such conditions are not satisfied within one year of the date of this decision.

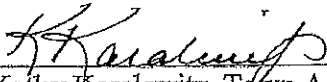
Approved this 7th day of March, 2018

TOWN OF MUKWONAGO TOWN BOARD



Peter Topczewski, Town Chairman

ATTEST:



Kathy Karalewitz, Town Administrator

Published and ^{per}posted this 2 day of April, 2018

1 AUTHORIZE DEPARTMENT OF PARKS AND LAND USE TO APPLY FOR AND
2 ACCEPT STATE STEWARDSHIP LOCAL ASSISTANCE GRANT FUNDING
3 AND FEDERAL RECREATIONAL TRAILS PROGRAM FUNDING FOR THE
4 LAKE COUNTRY TRAIL STH 67 UNDERPASS CAPITAL PROJECT
5
6

7 WHEREAS, Waukesha County is interested in developing lands for public outdoor recreation
8 purposes as described in the application; and
9

10 WHEREAS, the Waukesha County Board has approved the Lake Country Trail STH 67
11 Underpass as a Capital Project (#201607) within the adopted Five-Year Capital Project Plan; and
12

13 WHEREAS, the approved plan includes a sum which is anticipated to be sufficient to complete
14 the project; and
15

16 WHEREAS, Waukesha County has determined that financial aid is required to carry out the
17 Lake Country Trail STH 67 Underpass Project, as indicated in the approved capital project form.
18

19 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
20 that the Department of Parks and Land Use, through its Director or his designee, is authorized to
21 apply for and accept available state grant funds to reimburse the County for costs associated with
22 the design and construction of the Lake Country Trail STH 67 Underpass. Specifically, the
23 Department Director, Parks System Manager, and designated staff members are authorized to
24 submit a grant application, execute grant agreement documents, take all necessary actions to
25 complete the project, and submit reimbursement claims to the State.
26

27 BE IT FURTHER ORDAINED that the Department of Parks and Land Use agrees to comply
28 with state or federal rules for the programs; will maintain the completed project in an attractive,
29 inviting and safe manner; will keep the facilities open to the general public during reasonable
30 hours consistent with the type of facility; and will obtain from the State of Wisconsin
31 Department of Natural Resources or the National Park Service approval, in writing, before any
32 change is made in the use of the project site.

FISCAL NOTE

AUTHORIZE DEPARTMENT OF PARKS AND LAND USE TO APPLY FOR AND
ACCEPT STATE STEWARDSHIP LOCAL ASSISTANCE GRANT FUNDING
AND FEDERAL RECREATIONAL TRAILS PROGRAM FUNDING FOR THE
LAKE COUNTRY TRAIL STH 67 UNDERPASS CAPITAL PROJECT

This ordinance authorizes the Department of Parks and Land Use to apply for and accept state Stewardship Grant funding from the Wisconsin Department of Natural Resources for the Lake County Trail STH 67 Underpass capital project (#201607). These revenues (budgeted at \$98,000) will cover approximately 10% of project design and construction costs, which was planned for in the 2018-2022 Capital Project Plan, approved by the County Board. The construction phase for this project is planned for 2019 (subject to County Board approval during the 2019-2023 Capital Project Plan review process).

This ordinance results in no additional direct tax levy impact.

Linda Witkowski

Linda Witkowski

Budget Manager

4/30/18

BPD

1 APPROVE NEW PARKING REGULATION FOR COUNTY
2 TRUNK HIGHWAY K IN THE TOWN OF MERTON
3

4
5 WHEREAS, the parking, standing and stopping of vehicles along county trunk highways can
6 have a detrimental effect upon highway capacity and safety; and
7

8 WHEREAS, this prohibited parking area provides safe visibility of traffic conditions for
9 motorists; and
10

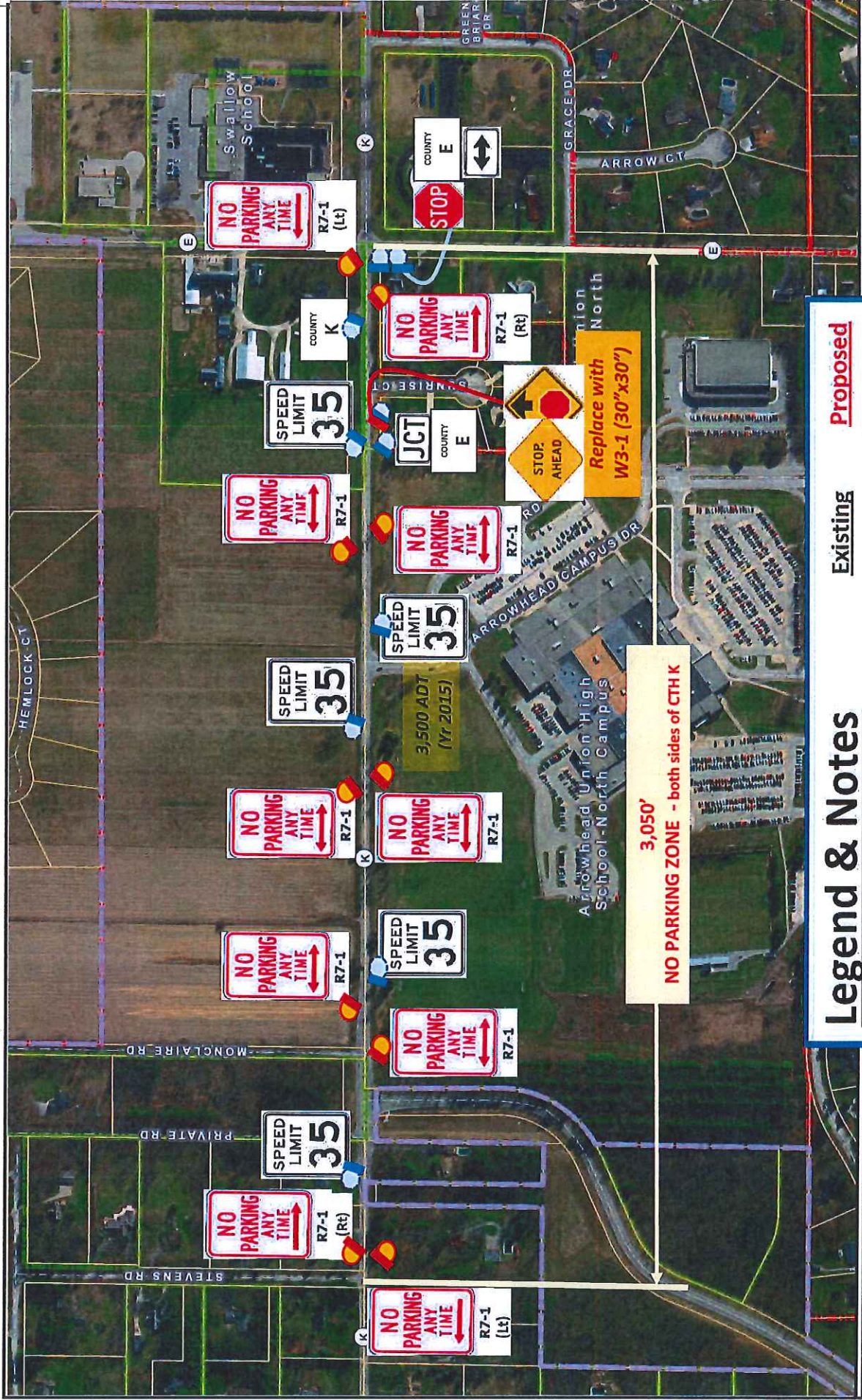
11 WHEREAS, Section 349.13 of the Wisconsin Statutes provides that local authorities may
12 regulate the parking standing and stopping of vehicles along such highways.
13

14 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
15 the following parking regulation shall be in effect upon placement of proper signs:
16

17 County Trunk Highway K – Both sides of County Trunk Highway K from Stevens Road to
18 3,050 feet easterly to CTH E (North Avenue) in the Town of Merton – NO PARKING
19 ANYTIME.
20

21 BE IT FURTHER ORDAINED that this ordinance rescinds all other previous parking
22 regulations for the above-described portion of the County Trunk Highway System.

CTH K at Arrowhead HS - - Proposed NO PARKING Zone



Legend & Notes

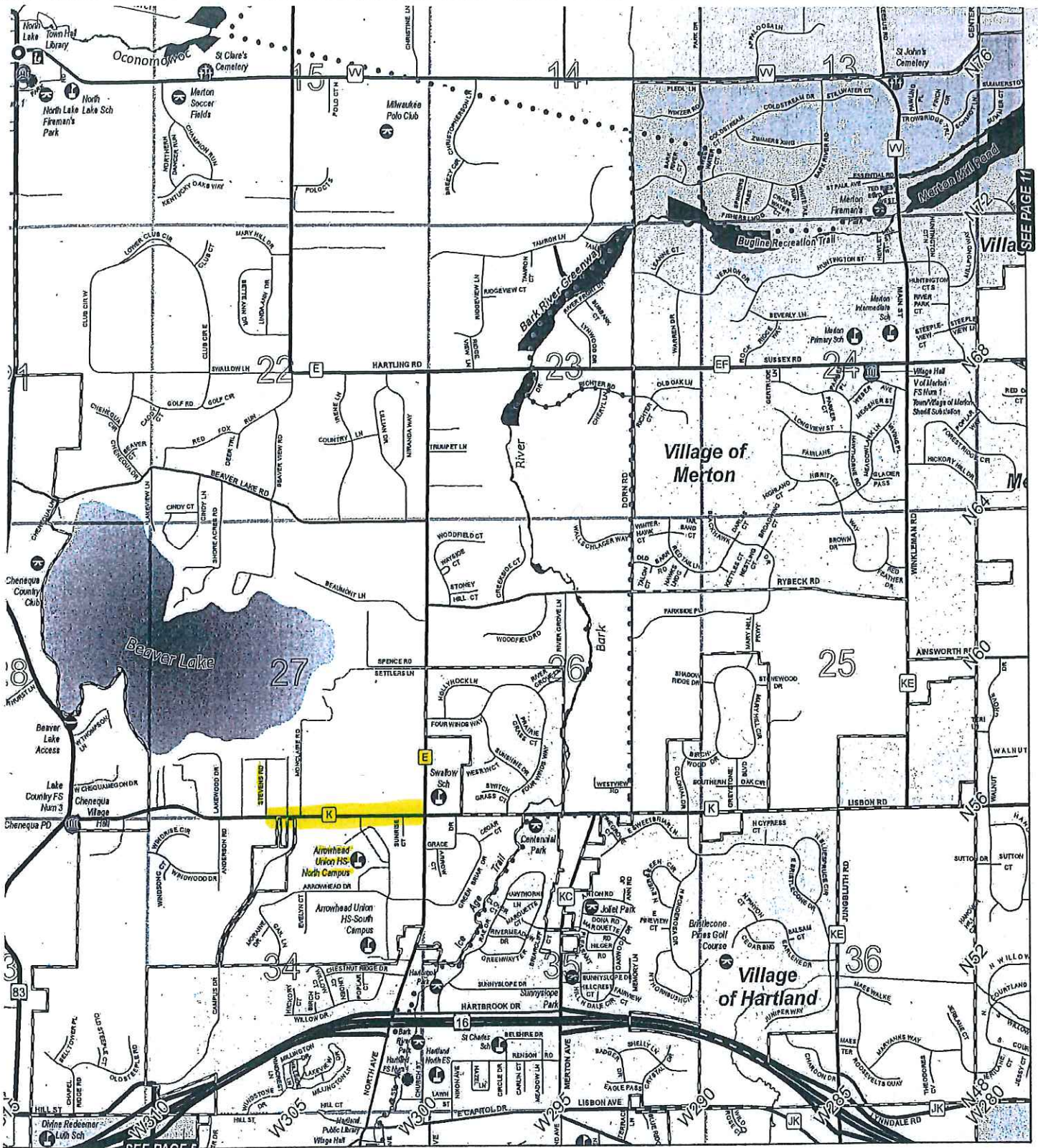
- Proposed** (Red outline)
- Existing** (Blue outline)

Sign mounted on steel post:



Printed: 3/19/2018



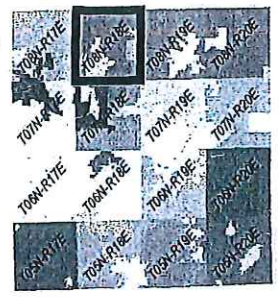


SEE PAGE 5

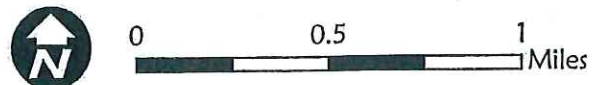
SEE PAGE 11

-  Civil Division Boundary
-  City
-  Town
-  Village
-  Major County Parkland
-  Major State Parkland

Waukesha County



Survey Township of
MERTON



From: JULIE DUNHAM <juliebdunham@gmail.com>
Sent: Tuesday, March 20, 2018 10:49 AM
To: Barnes, Bruce G <BGBarnes@waukeshacounty.gov>
Subject: Re: FW: NO PARKING along CTH K?

Hi again

I just wanted you to know that we have lived on Monclaire Rd for 25 years and my husbands family lived here another 30 years prior.

We have seen a lot of traffic on Hwy K but the last couple years the parking problem has been terrible, especially since they now park in the lane west of Monclaire Rd

that is designated for the turn lane on to Campus drive. (first picture)

And of course, they don't follow the speed limit.

I do hope you can do something. I have tried to call the police about it but they can not always check it out.

Thanks again Julie

On Tue, Mar 20, 2018 at 9:43 AM, Barnes, Bruce G <BGBarnes@waukeshacounty.gov> wrote:

Julie --

Thanks for this information with these photos. 4 minor collisions appear to have been reported in this area during the past 5 years, but none of these occurred during the parking problems you've described.

Bruce Barnes

From: JULIE DUNHAM [mailto:juliebdunham@gmail.com]
Sent: Tuesday, March 20, 2018 9:35 AM
To: Barnes, Bruce G <BGBarnes@waukeshacounty.gov>
Subject: Re: NO PARKING along CTH K?

Hi Bruce

I have attached a few pictures from Sept 2017. The pictures are looking out from our driveway while I was trying to pull out onto Hwy K. I drive a car not a SUV or truck.

The times this happen is during track meets and soccer games at Arrowhead, usually in the afternoon during the week and some weekend in the morning.

The parking on the road happens from spring to fall.

The vehicles park all over.

We even have them parking on Monclaire Rd. I have also seen people walk out of the wood next to the drive "Im guessing what they are doing in there." but it's a walk to Arrowhead for a rest room break.

I'm not sure why they don't use the parking lots at Arrowhead. I have seen empty parking spots when I have driven past the school.

And you never see anyone in the vehicles so it not like they can not walk to the sport events.

The main concern is we can not get out of our driveway because we can not see on coming traffic.

(attachment)

They possibly come onto our property for rest room use in the woods

That Hwy K turns into a very narrow two lanes, because they park so crazy..

And the fact that there is parking at Arrowhead not being used.

Thanks for your help
Julie B Dunham

On Mon, Mar 19, 2018 at 4:14 PM, Barnes, Bruce G <BGBarnes@waukeshacounty.gov> wrote:

Julie --

Thank you for providing Waukesha County DPW with your concerns about parking patterns occurring along CTH K. We will investigate existing conditions and discuss this circumstance with Arrowhead High School. If NO PARKING restrictions are found appropriate, then a new ordinance will need to be prepared for approval by the Waukesha County Board of Supervisors. They meet at end of each month.

Referred on: 05/03/18

File Number: 173-O-007

Referred to: PW

4

What seasons, days of weeks and times of day do you typically encounter this circumstance? What conditions do you believe would attract motorists to park here, rather than within the Arrowhead HS grounds?



Thanks again,
Bruce Barnes, PE, PTOE
Waukesha County DPW
[515 W. Moreland Blvd., Rm 220](mailto:515.W.Moreland.Bld..Rm.220@waukesha.wi.us)
Waukesha, WI 53188
262-548-7748
[BGBarnes@waukeshacounty.gov](mailto:BG Barnes@waukeshacounty.gov)

From: webmaster@waukeshacounty.gov [mailto:webmaster@waukeshacounty.gov]

Sent: Wednesday, February 28, 2018 2:40 PM

To: [contactus-highwayissues](mailto:contactus-highwayissues@waukeshacounty.gov) <contactus-highwayissues@waukeshacounty.gov>

Subject: Contact Us - Highway Issues

Name:

Julie B Dunham

Email:

JULIEBDUNHAM@GMAIL.COM

Phone:

[414-861-5305](tel:414-861-5305)

Selection:

Other:

Please, would the county consider putting "No Parking" signs on the north side of Hwy K by Arrowhead High School driveway and past Monclaire Rd this spring. During sports season at AHS, vehicles are parking so close to our road we can not emerge onto Hwy K without fear of getting hit from the on coming vehicles. They are also parking in the turn lane for Campus Dr. So then you can not go around vehicles trying to turn onto Campus Dr. We have also seen school bus trying to get through with trouble, because after vehicles park on both sides of Hwy K it becomes one lane highway. Please help us. Thanks Julie B Dunham

Location:

[W303N5945 Monclaire Rd Hartland WI 53029](http://www.waukeshacounty.gov/location/W303N5945%20Monclaire%20Rd%20Hartland%20WI%2053029)



Looking east along CTH K towards CTH E.



Looking west along CTH K from Monclaire Rd



Looking east along CTH K from Monclaire Rd

From: Leffler, Michelle L
Sent: Tuesday, March 27, 2018 4:56 AM
To: Barnes, Bruce G
Subject: FW: CTH K (Stevens Rd - CTH E) Proposed parking restriction

Bruce,

Per our phone conversation, as long as these parking issues are for people showing up for sporting events and not students who are parking their because they don't want to pay a fee to park in the lot during the school hours, **the no parking signs/ordinance will be fine in these areas** described, for safety reasons.

If you have any questions, please let me know.

Thank you,
Michelle

From: Barnes, Bruce G
Sent: Tuesday, March 20, 2018 4:52 PM
To: Leffler, Michelle L <mleffler@waukeshacounty.gov>
Cc: Gellings,Carolynn <cgellings@waukeshacounty.gov>
Subject: CTH K (Stevens Rd - CTH E) Proposed parking restriction

Lt. Leffler - -

Resident concerns have been brought to our attention about vehicles parked along both sides of CTH K during sporting events at Arrowhead High School. Driver sight distances become limited along CTH K, particularly near its intersections with Campus Drive and Monclair Road. CTH K shoulder widths in this area are insufficient for safely accommodating parked vehicles. Refer to the attached Sept 2017 pictures provided to us.

Would the Waukesha County Sheriff agree with enacting an ordinance for posting NO PARKING permanent signs along both sides of CTH K between Stevens Rd and CTH E, as shown on the attached layout plan? Obtaining the Sheriff office's initial thoughts on this possible ordinance by Monday 3/26 would be helpful.

Thanks,
Bruce Barnes, PE, PTOE
Waukesha County DPW
515 W. Moreland Blvd., Rm 220
Waukesha, WI 53188
262-548-7748
BGBarnes@waukeshacounty.gov

From: Merton Highway <highway@townofmerton.com>
Sent: Monday, April 02, 2018 3:00 PM
To: Barnes, Bruce G
Subject: RE: CTH K (Stevens Rd - CTH E) Proposed parking restriction

Bruce,
My apologies, I did bring it up at our board meeting last Monday March 26th
Thank you,

Paul Griffin
Highway Superintendent
Town of Merton
(262)966-2118

and they are all good with it.

From: Merton Highway <highway@townofmerton.com>
Sent: Wednesday, March 21, 2018 6:58 AM
To: Barnes, Bruce G <BGBarnes@waukeshacounty.gov>
Subject: RE: CTH K (Stevens Rd - CTH E) Proposed parking restriction

Bruce,
Let me talk to our Town chairman and get his thoughts. I know we have had some concerns in the past. I am at a meeting all day but will try to give you a call on break.
Thank you,

Paul Griffin
Highway Superintendent
Town of Merton
(262)966-2118

From: Barnes, Bruce G <BGBarnes@waukeshacounty.gov>
Sent: Tuesday, March 20, 2018 4:52 PM
To: Merton Highway <highway@townofmerton.com>
Cc: Gellings,Carolynn <cgellings@waukeshacounty.gov>
Subject: CTH K (Stevens Rd - CTH E) Proposed parking restriction

Paul --

Resident concerns have been brought to our attention about vehicles parked along both sides of CTH K during sporting events at Arrowhead High School. Driver sight distances become limited along CTH K, particularly near its intersections with Campus Drive and Monclair Road. CTH K shoulder widths in this area are insufficient for safely accommodating parked vehicles. Refer to the attached Sept 2017 pictures provided to us.

Would the Town of Merton agree with Waukesha County enacting an ordinance for posting NO PARKING permanent signs along both sides of CTH K between Stevens Rd and CTH E, as shown on the attached layout plan? Obtaining the Town's initial thoughts on this possible ordinance by Monday 3/26 would be helpful.

Thanks,
Bruce Barnes, PE, PTOE
Waukesha County DPW
515 W. Moreland Blvd., Rm 220
Waukesha, WI 53188
262-548-7748
BGBarnes@waukeshacounty.gov

From: Laura Myrah <myrah@arrowheadschoools.org>
Sent: Tuesday, March 27, 2018 11:40 AM
To: Barnes, Bruce G
Cc: wieczorek@arrowheadschoools.org; mangan@arrowheadschoools.org; Gellings,Carolynn
Subject: Re: CTH K (Stevens Rd - CTH E) Proposed parking restriction

Hello Bruce,

Arrowhead administration is fine with your plan to install no parking signs along Hwy K, as you've indicated. To our knowledge, there are just two-three times per year (during large cross country meets) when this happens. We do have parking on campus in our lots that can accommodate those cars, though folks will simply have to walk a bit farther to get to the meet/spectator area. The north entrance (closest) entrance to the parking lot is blocked off by the time people arrive for these meets, as a result of people, runner, equipment, etc. being staged in that area. We will work to communicate with the visitors to these meets they'll need to drive down to North Ave. and enter our grounds/parking lots through the Arrowhead Drive entrance. We think this will all be a fine plan.

If you need anything else from us to help with this plan to make that roadway safer during cross country meets (or other events), please feel free to let us know.

Thanks,

Laura Myrah
Superintendent
Arrowhead Union High School District
700 North Ave Hartland, WI 53029
262.369.3611 Ext. 4111
myrah@arrowheadschoools.org



On Tue, Mar 20, 2018 at 4:51 PM, Barnes, Bruce G <BGBarnes@waukeshacounty.gov> wrote:

Laura Myrah, Gregg Wieczorek & Ryan Mangan - -

Resident concerns have been brought to our attention about vehicles parked along both sides of CTH K during sporting events at Arrowhead High School. Driver sight distances become limited along CTH K, particularly near its intersections with Campus Drive and Monclaire Road. CTH K shoulder widths in this area are insufficient for safely accommodating parked vehicles. Refer to the attached Sept 2017 pictures provided to us.

Would Arrowhead High School staff agree with Waukesha County enacting an ordinance for posting NO PARKING permanent signs along both sides of CTH K between Stevens Rd and CTH E, as shown on the attached layout plan? Is on-campus parking unavailable during these events? Obtaining the school's initial thoughts on this possible ordinance by Monday 3/26 would be helpful.

Bruce Barnes, PE, PTOE

Waukesha County DPW



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: May 2, 2018
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Reappointment of County Representative to the Community Development Block Grant Board

I am pleased to submit to the County Board for your consideration, the reappointment of Ms. Michele DeYoe to serve on the Waukesha County Community Development Block Grant Board. Ms. DeYoe is the former Mayor of the City of Delafield having served the citizens well for four years as mayor and previously served as a common council member since 2005. Ms. DeYoe's term, if appointed will expire in 5/2021.

Thank you

PF:kb

cc: Kathleen O. Novack
Kristin Silva



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: May 2, 2018
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Reappointment of County Representative to the Community Development Block Grant Board

I am pleased to submit to the County Board for your consideration, the reappointment of Ms. Joan Francoeur to serve on the Waukesha County Community Development Block Grant Board. Ms. Francoeur, a previous long-term alderperson for the City of Waukesha continues to serve the citizens of the City of Waukesha by serving on the Waukesha Plan Commission and the Waukesha Water Utility Commission. Ms. Francoeur's term, if appointed will expire in 5/2021.

Thank you

PF:kb

cc: Kathleen O. Novack
Kristin Silva



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: May 2, 2018
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Reappointment of County Representative to the Wisconsin River Rail
Transit Commission

I am pleased to submit to the County Board for your consideration, the reappointment of Mr. Karl L. Nilson to the Wisconsin River Rail Transit Commission. Mr. Nilson has served on the WRRTC faithfully for a number of years, having previously served the chair of the Commission for a number of years. He is very interested in being reappointed to the WRRTC, and should he be reappointed, his term will expire May of 2021.

PF:kb

cc: Kathleen O. Novack
Alan Sweeney
Matt Honer



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: May 2, 2018
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Reappointment of County Representative to the Waukesha County Ethics Board

I am pleased to submit to the County Board for your consideration, the reappointment of Mr. Tom Farley as an alternate to the Waukesha County Ethics Board. Mr. Farley has served on the Ethics Board for the past two years having previously served as Corporation Counsel for Waukesha County for over 30 years. Should Mr. Farley be reappointed to the Ethics Board, his term will expire in April of 2021.

PF:kb

cc: Kathleen O. Novack
Erik Weidig



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: May 2, 2018
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Appointment of County Representative to the Park and Planning Commission

This letter is submitted to recommend Thomas Michalski to fill the third seat of a County Board Supervisor on the Waukesha County Park and Planning Commission. Supervisor Michalski is starting his second term on the Waukesha County Board and is also very familiar with local government. He continues to serve as a Trustee for the Village of Elm Grove and has been serving as a member of their planning commission for the past three years.

Professionally, Supervisor Michalski was employed for 30 years by Marquette University as an Information Technology Administrator. In addition, he is in his 12th year serving as a Firefighter for the Village of Elm Grove. Should he be appointed to the Park and Planning Commission, Supervisor Michalski's term will expire July of 2024.

PF:kb

cc: Kathleen O. Novack
Jason Fruth



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: May 2, 2018
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Reappointment of County Representative to the Health and Human Services Board

I am pleased to submit to the County Board for your consideration, the reappointment of Mr. Jeffrey Genner to serve on the Waukesha County Health and Human Services Board. Mr. Genner has been serving on the HHS Board since August of 2016, and is interested in being reappointed. He currently works professionally as the Director of Critical Care for ProHealth Care - Waukesha having years of experience as a medical professional both for private hospitals as well as serving as a combat support critical nurse in the United States Army Reserve. Mr. Genner's term, if reappointed will expire in April of 2021.

Thank you

PF:kb

cc: Kathleen O. Novack
Antwayne Robertson



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: May 2, 2018
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Reappointment of County Representative to the Health and Human Services Board

I am pleased to submit to the County Board for your consideration, the reappointment of Mr. Mike O'Brien to serve on the Waukesha County Health and Human Services Board. Mr. O'Brien has been diligently representing citizens on the HHS Board for many years, and is interested in being reappointed. Mr. O'Brien's term, if reappointed will expire in April of 2021.

Thank you

PF:kb

cc: Kathleen O. Novack
Antwayne Robertson



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: May 2, 2018
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Appointment of County Board Supervisor to the Health and Human Services Board

I am pleased to submit to the County Board for your consideration, the appointment of County Board Supervisor Larry Nelson to serve on the Waukesha County Health and Human Services Board. Supervisor Nelson would be taking the place of former Supervisor Zaborowski whose term ended 4/2018. If appointed, Supervisor Nelson's term will expire in April of 2021.

Thank you

PF:kb

cc: Kathleen O. Novack
Antwayne Robertson



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: May 2, 2018
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Appointment of County Board Supervisor to the Health and Human Services Board

I am pleased to submit to the County Board for your consideration, the appointment of County Board Supervisor Duane Paulson to serve on the Waukesha County Health and Human Services Board. Supervisor Paulson has previously served on the Health and Human Services Board and would be fulfilling the incomplete term of former Supervisor Kolb. If appointed, Supervisor Paulson's term will expire in April of 2019.

Thank you.

PF:kb

cc: Kathleen O. Novack
Antwayne Robertson

1 REPEAL AND RECREATE PARTS OF SECTIONS 2-2 AND 2-11 OF THE WAUKESHA
2 COUNTY CODE OF ORDINANCES TO MODIFY THOSE SECTIONS IN
3 THE ETHICS CODE RELATING TO CONFLICTS OF INTEREST
4
5

6 WHEREAS, the Waukesha County Ethics Code was originally enacted in 1993 and can be found
7 in Chapter 2 of the Waukesha County Code of Ordinances; and
8

9 WHEREAS, the Ethics Code broadly applies to all public officials of Waukesha County, including
10 any person holding an elected or appointed county office, all department heads, all employees, all
11 citizens appointed to advisory boards or commissions, committees and panels; and
12

13 WHEREAS, since the enactment of the Ethics Code, the Waukesha County Ethics Board has
14 served to interpret the language of the Ethics Code and render confidential advisory opinions as to
15 whether specific activity violates the general terms of the Ethics Code; and
16

17 WHEREAS, the Ethics Board, based on its history of rendering confidential advisory opinions,
18 now makes recommendations for amendments to Section 2-11 of the Ethics Code regarding
19 specific conflicts of interest and two related definitions in Section 2-2; and
20

21 WHEREAS, the Ethics Board recommends modifying the definition of *Anything of Value* to add
22 the concept of "discount" to the list of things considered to have value because there is value in
23 receiving a discount off a purchase price of an item or service and usually a discount can be
24 quantified into a monetary value; and
25

26 WHEREAS, the Ethics Board further recommends modifying the definition of *Anything of Value*
27 to clarify things that are excluded from the definition by stating that anything of value does not
28 include a thing available to a public official independent and unrelated to his or her position as a
29 public official or a thing that is available to all public officials of Waukesha County or otherwise
30 available to a member of the public based on other conditions, such as being a member of a
31 profession, membership in a group, having past or present military service, and the like; and
32

33 WHEREAS, the Ethics Board further recommends modifying the definition of *Nominal Value* to
34 increase the dollar amount from \$10 to \$35 because this value has not been adjusted since the code
35 was created 25 years ago and the change brings the value to a more current level; and
36

37 WHEREAS, the Ethics Board further recommends modifying the conflict of interest provisions
38 regarding gifts to clarify that it is not a conflict of interest to receive a gift that is unsolicited and
39 of nominal value, to clarify that gifts based upon a social relationship are not prohibited, and add
40 a restriction that limits the overall frequency of gifts based upon a test of reasonableness; and
41

42 WHEREAS, the Ethics Board further recommends modifying the conflict of interest provisions
43 regarding influence peddling to add a reasonableness standard and to add language to clarify what
44 is excluded from influence peddling in a manner that is very similar to the language proposed
45 regarding anything of value, specifically excluding things that are available to the general public
46 based on other conditions, such as qualifying because of military service; and
47

48 WHEREAS, the Ethics Board further recommends modifying the conflict of interest provisions
49 regarding campaign contributions to retain the prohibition against a public official actively
50 soliciting monetary campaign contributions from others, but introduce language to allow a public
51 official (including county employees) to make a voluntary monetary contribution to any campaign
52 as this would be consistent with current law; and
53

54 WHEREAS, the Ethics Board further recommends modifying the conflict of interest provisions
55 regarding political activity, in light of the fact that the Ethics Code defines public official to include
56 all county employees, to add the concept that public officials may extend an invitation to other
57 public officials for a political function or campaign event.
58

59 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
60 that the definition of *Anything of Value* in Section 2-2 of the Waukesha County Code of Ordinances
61 shall be repealed and recreated as follows:
62

63 *Anything of value* means any money or property, favor, gift, service, payment, discount,
64 advance, forbearance, loan, or promise of future employment, including, without
65 restriction by enumeration, tickets, passes, lodging, travel, recreational expenses, and
66 admission offered and provided by persons doing business, or interested in doing business,
67 with the county. "Anything of value" does not include compensation and expenses paid by
68 the county; political contributions which are reported under Chapter 11, Wisconsin
69 Statutes; occasional meals and beverages, unsolicited advertising or promotional material
70 such as pens, pencils, note pads, calendars, and other items of nominal value; or hospitality
71 of nominal value, or extended for a purpose unrelated to county business; or business
72 related seminars, trade shows or other training related activities. "Anything of value" does
73 not include a thing available to a public official independent and unrelated to his or her
74 position as a public official or a thing that is available to all public officials of Waukesha
75 County or otherwise available to a member of the public based on other conditions, such
76 as being a member of a profession, membership in a group, having past or present military
77 service, and the like.
78

79 BE IT FURTHER ORDAINED that the definition of *Nominal Value* in Section 2-2 of the
80 Waukesha County Code of Ordinances shall be repealed and recreated as follows:
81

82 *Nominal value* means a value of thirty-five dollars (\$ 35.00) or less received by a public
83 official from any one (1) person within one (1) calendar month.
84

85 BE IT FURTHER ORDAINED that Section 2-11(b) of the Waukesha County Code of Ordinances
86 regarding *Gifts* shall be repealed and recreated as follows:
87

88 *Gifts.* It shall be a breach of ethical standards for any public official to solicit, demand,
89 accept or agree to accept anything of value if it is in relation to a particular contract,
90 solicitation, or proposal, or if it could reasonably be expected to influence his or her
91 independence of judgment, action or inaction in the performance of his or her official
92 duties. In addition, the acceptance of a gift offered in relation to any proceedings such as
93 decision, approval, disapproval, recommendation, rendering of advice, investigation,
94 auditing or any other advisory capacity is also prohibited.
95

- 96 (1) It is not a conflict of interest for a public official to accept a gift that is:
97
98 (a) an unsolicited gift of nominal value, or
99
100 (b) a gift based upon a personal relationship and given by a person under
101 circumstances that make it clear that the gift is motivated by a personal
102 friendship or family relationship rather than the position of the public
103 official. Relevant factors in making such a determination include the nature
104 and duration of the relationship.
105
106 (2) Notwithstanding subsection (1) above, a public official may not accept gifts from a
107 person so frequently that a reasonable person would believe that the public official
108 is using one's office for private gain or that the gifts are designed to influence the
109 public official's independence of judgment, action or inaction in the performance
110 of his or her official duties.
111

112 BE IT FURTHER ORDAINED that Section 2-11(c) of the Waukesha County Code of Ordinances
113 regarding *Campaign Contributions* shall be repealed and recreated as follows:
114

115 *Campaign contributions.* No public official who is an elected county office holder or
116 candidate for an elected public office shall solicit monetary campaign contributions from
117 public officials, however, this section does not prohibit public officials from voluntarily
118 making monetary campaign contributions, as allowed by law. This section does not
119 prohibit a public official from contributing monetarily to his or her own campaign.
120

121 BE IT FURTHER ORDAINED that Section 2-11(d) of the Waukesha County Code of Ordinances
122 regarding *Political Activity* shall be repealed and recreated as follows:
123

124 *Political activity.*
125

126 Public officials will refrain from participation in any political activity if such activity could
127 reasonably be expected to create a conflict of interest with the full discharge of his or her
128 official county duties.
129

130 No public official may bring any type of political campaign materials into county buildings.
131 This section does not prohibit items that may be displayed by a public official such as
132 campaign buttons on overcoats or purses if such items are not within full view during
133 official hours of said building.
134

135 This section does not prohibit a public official from extending to other public officials an
136 invitation to a political function or campaign event, provided it is not done using county
137 resources or in county buildings.
138

139 Further, this section does not prohibit a public official from accepting employment or being
140 involved with any political campaign which in no way interferes or could reasonably be
141 expected to interfere with the full discharge of his or her official duties. This section may
142 not fully apply to law enforcement officers employed by the Waukesha County Sheriff's

143 Department and who are covered by the law enforcement officers' bill of rights contained
144 in Chapter 164 of the Wisconsin Statutes.

145

146 BE IT FURTHER ORDAINED that Section 2-11(i) of the Waukesha County Code of Ordinances
147 regarding *Influence Peddling* shall be repealed and recreated as follows:

148

149 *Influence peddling.* No public official shall use or attempt to use his or her public position
150 in a way that could reasonably be expected to influence or gain unlawful benefits or in a
151 way that could reasonably be expected to influence or gain advantage or privileges for
152 himself or herself or others. The term “public position” refers to being a Waukesha County
153 public official, as defined by this code. Use of the term is not meant to prohibit a public
154 official from accepting lawful benefits or privileges that are otherwise available to a
155 member of the public based on other conditions, such as being a member of a profession,
156 membership in a group, having past or present military service, and the like.

157

158 BE IT FURTHER ORDAINED that the provisions of this ordinance shall be included and
159 incorporated in the Code of Ordinances of the County of Waukesha, Wisconsin, as an addition or
160 amendment thereto and shall be appropriately renumbered by the editor to conform to the
161 numbering system contained therein.

1 AUTHORIZE WAUKESHA COUNTY UNIVERSITY OF WISCONSIN EXTENSION
2 OFFICE TO ACCEPT GRANT FUNDS AND MODIFY THE 2018 BUDGET TO
3 APPROPRIATE THE GREATER MILWAUKEE FOUNDATION GRANT REVENUE
4 FOR THE TOWER HILL NEIGHBORHOOD INITIATIVE PROJECT
5
6

7 WHEREAS, the Greater Milwaukee Foundation will award a grant of \$30,000 to the Waukesha
8 County University of Wisconsin Extension to partner with the Greater Milwaukee Foundation to
9 continue the educational outreach project in the Tower Hill neighborhood within the City of
10 Waukesha; and
11

12 WHEREAS, educators will continue to work with adults and youth in low to moderate income
13 neighborhoods to identify and address strategic issues for housing and economic development.
14 The targeted Waukesha neighborhoods are the Tower Hill and Dunbar Oak areas with a focus on
15 the Healthy Neighborhood Initiative approach; and
16

17 WHEREAS, the community development educators will focus on implementing a leadership
18 program for neighborhood residents that engages a diverse audience and leads to the creation of
19 a formal neighborhood community development non-profit organization that has the potential to
20 apply for and receive city and county Community Development Block Grant funds; and
21

22 WHEREAS, the educators will create and deliver educational programs that focus on physical
23 conditions that address front yard curb appeal, exterior housing conditions, and weatherization
24 and energy efficiency. UW-Extension will also connect community partners with neighborhood
25 residents. The community partners identified will have resources available for the identified
26 housing improvements. This targeted area has the largest concentration of affordable housing
27 built before 1960 in Waukesha County.
28

29 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
30 that Waukesha County University of Wisconsin Extension is authorized to accept the \$30,000
31 grant award from the Greater Milwaukee Foundation.
32

33 BE IT FURTHER ORDAINED that the Waukesha County University of Wisconsin Extension
34 Office's 2018 budget be modified to increase Other Revenues by \$30,000, Operating Expense
35 appropriations by \$25,929, and Interdepartmental Charge appropriations by \$4,071 to cover costs
36 associated with the Greater Milwaukee Foundation grant project.

FISCAL NOTE

AUTHORIZE WAUKESHA COUNTY UNIVERSITY OF WISCONSIN EXTENSION
OFFICE TO ACCEPT GRANT FUNDS AND MODIFY THE 2018 BUDGET TO
APPROPRIATE THE GREATER MILWAUKEE FOUNDATION GRANT REVENUE
FOR THE TOWER HILL NEIGHBORHOOD INITIATIVE PROJECT

The ordinance authorizes the Waukesha County University of Wisconsin Cooperative Extension Office (UW-Extension) to accept \$30,000 from the Greater Milwaukee Foundation. The 2018 budget is modified to increase operating expenses by \$25,929, including contracted services of \$25,500 for education programming focused on physical housing conditions and curb appeal, exterior housing conditions, weatherization, and energy efficiency. The remaining operating expenses are for office operations along with another \$4,071 of interdepartmental charges for office technology and overhead costs. Program efforts will also focus on community leadership which may lead to the creation of an organization that may be eligible for Community Development Block Grant funds in the future.

This ordinance has no direct impact on the 2018 budget.

Linda Witkowski

Linda Witkowski

Budget Manager

3/2/2018

MY

JE 2018-00002007

1 ACCEPT VICTIMS OF CRIME ACT GRANT FUNDING AND MODIFY
2 THE WAUKESHA DISTRICT ATTORNEY'S OFFICE 2018 BUDGET
3
4

5 WHEREAS, the State of Wisconsin Department of Justice has made Victims of Crime Act
6 (VOCA) one-time funding available to current VOCA grantees to expand and strengthen
7 services to crime victims and to train victim service providers; and
8

9 WHEREAS, the Department of Justice has awarded this one-time funding to the District
10 Attorney's Office Victim/Witness Program; and
11

12 WHEREAS, the Department of Justice has awarded this one-time funding to support attendance
13 of victim assistance staff at a variety of training events and conferences, to fund waiting room
14 furniture for victims and additional supplies for the Victim Assistance Program, and to provide
15 emergency funds for crime victims; and
16

17 WHEREAS, the District Attorney's Office received a Grant Award Notice in the amount of
18 \$38,385.00 to fund these additional operating expenses for the current budget year; and
19

20 WHEREAS, the District Attorney's Office received a separate approved training budget notice
21 from the State of Wisconsin Department of Justice in the amount of \$3,317.80 for an in-house
22 training of victim assistance staff; and
23

24 WHEREAS, this funding of the Victim Assistance Program includes indirect costs and revenue
25 of \$3,490, as part of the grant award; and
26

27 WHEREAS, the District Attorney's Office 2018 Adopted Budget does not include
28 appropriations or revenues for the project.
29

30 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
31 that the Waukesha County District Attorney's Office Victim Witness Program be authorized to
32 accept the State of Wisconsin Department of Justice Victims of Crime Act Grant one-time
33 funding.
34

35 BE IT FURTHER ORDAINED that the District Attorney's 2018 Budget be modified by
36 appropriating expenditures of \$38,213 for operating expenses and \$3,490 for interdepartmental
37 charges and increasing general government revenues by \$41,703.

FISCAL NOTE

ACCEPT VICTIMS OF CRIME ACT GRANT FUNDING AND MODIFY THE
WAUKESHA DISTRICT ATTORNEY'S OFFICE 2018 BUDGET

This ordinance authorizes the District Attorney to accept Victims of Crime Act (VOCA) – funding including a grant award of \$38,385 and training allocation of \$3,318. The additional funding will support the attendance of victim assistance staff at a variety of training events and conferences, fund waiting room furniture for victims and additional supplies for the Victim Assistance Program, and provide emergency funds for crime victims as detailed below.

Waiting room furniture	\$16,499
Travel Costs	\$8,200
Registration for Training and Conferences	\$6,714
Mileage Reimbursement	\$4,000
Interdepartmental - Miscellaneous charges	\$3,490
Miscellaneous Supplies	\$2,800
Total	\$41,703

These items are funded with the increased program funding resulting in no direct impact on the 2018 tax levy.

Linda Witkowski

Linda Witkowski

Budget Manager

5/1/18

JE# 2018-00004801

CD

1 EXPENDITURE OF SEIZED FUNDS - AMEND THE 2018 SHERIFF'S
2 DEPARTMENT BUDGET FOR MULTIPLE PURCHASES - MAY 2018
3
4

5 WHEREAS, Enrolled Ordinance 141-41 authorizes the Sheriff's Department "...to participate
6 in the program to transfer federally seized property to local enforcement agencies;" and
7

8 WHEREAS, the Sheriff's Department has such assets that were not allocated during the 2018
9 budget development process; and
10

11 WHEREAS, the Department has identified expenditures to enhance law enforcement in
12 Waukesha County as required by federal seized asset guidelines; and
13

14 WHEREAS, the Department has identified the need to purchase automated external defibrillators
15 for patrol deputys' active shooter response equipment including rifle lights, tactical vests,
16 helmets, and training; and
17

18 WHEREAS, the costs for the enhancements could vary slightly.
19

20 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
21 that the Waukesha County Sheriff's Department 2018 Budget be modified by appropriating
22 seized fund revenue received and reserved in general fund balance by an amount not to exceed
23 \$123,000 and authorizing the appropriation of an identical amount by increasing the operating
24 appropriation unit to fund the purchases.
25

26 BE IT FURTHER ORDAINED that the modifications to the 2018 budget appropriations
27 authorized by this ordinance be adjusted to the exact expenses once those expenses are known,
28 but not to exceed a total of \$123,000.

FISCAL NOTE

EXPENDITURE OF SEIZED FUNDS - AMEND THE 2018 SHERIFF'S DEPARTMENT BUDGET FOR MULTIPLE PURCHASES—MAY 2018

Enrolled ordinance 141-41 (1986) authorized the Sheriff's Department to participate in a federal program, which transfers forfeited assets (seized funds) to those state and local agencies that contributed directly to the seizure of that property. Federal guidelines require that these seized funds must be used to enhance law enforcement activities, not to supplant existing adopted budget appropriations.

The Sheriff's Department is requesting to appropriate a maximum of \$123,000 of seized funds expenditure appropriation to purchase enhanced active shooter law enforcement equipment, listed below:

Item	Description	Amount
Rifle Lights	Allows deputies to access to a flashlight when utilizing a rifle during an active shooter response.	\$14,400
Tactical Vests	Provides marked squads, unmarked squads and court services with level III hardened ballistic protection during an active shooter response.	\$46,600
Helmets	Provides deputies with ballistic protection for their head during an active shooter response.	\$28,200
AED	Provides additional automated external defibrillators (AED's) so that there are a sufficient number for all deputies on patrol.	\$23,400
Training	School risk assessment and school active shooter response training.	\$10,400
Total		\$123,000

According to the County records, the Sheriff's Department currently has a balance of undesignated seized funds available totaling \$396,600. Department management estimates the on-going operating and maintenance costs for these items to be minimal and will be the responsibility of the Sheriff's Department within their current and future base budgets.

This ordinance results in no additional direct tax levy impact in 2018.

Linda Witkowski
 Linda Witkowski
 Budget Manager
 5/1/2018

JE# 2018-00004822

Referred on: 05/03/18	File Number: 173-O-011	Referred to: JU – FI
-----------------------	------------------------	----------------------

1 APPROVE T-MOBILE CELL TOWER AND GROUND
2 LEASE AT THE DAVIDSON ROAD TOWER
3
4

5 WHEREAS, Waukesha County owns a telecommunications tower (the "Tower") located at the
6 Radio Services Building, 2120 Davidson Road, the City of Waukesha, Waukesha County, State of
7 Wisconsin (the "Site"); and
8

9 WHEREAS, T-Mobile Central LLC ("T-Mobile") desires to rent attachment locations upon the
10 Tower and certain ground space at the Site for T-Mobile's cellular common carrier mobile radio
11 base station operations, including related telecommunications functions; and
12

13 WHEREAS, the County is willing to permit T-Mobile occupancy provided that, starting no later
14 than October 1, 2018, (the "Commencement Date"), T-Mobile shall pay annual rent to the
15 County in the amount of Thirty-Four thousand and 00/100 Dollars (\$34,000) with an annual
16 adjusted rent increase of three percent (3%) in accordance with the terms of a proposed Tower
17 and Ground Space Lease Agreement.
18

19 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
20 that the Tower and Ground Space Lease Agreement between the County and T-Mobile Central
21 LLC for use of the Davidson Road cellular tower as a cellular tower and surrounding lands is
22 hereby approved.
23

24 BE IT FURTHER ORDAINED that the Director of Emergency Preparedness or his designee is
25 authorized to execute the Tower and Ground Space Lease Agreement and any other documents
26 necessary to effectuate the intent thereof.

TOWER AND GROUND SPACE LEASE AGREEMENT

This Agreement, made this _____ day of _____, 201_, between Waukesha County, with its principal offices located at 515 W. Moreland Blvd., Waukesha, Wisconsin 53188 hereinafter designated LANDLORD and T-Mobile Central LLC, with its principal offices at 12920 SE 38th Street, Bellevue, WA 98006, hereinafter designated TENANT. The LANDLORD and TENANT are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LANDLORD hereby leases to the TENANT attachment locations at a height of seventy-nine feet (79') ("the Tower Space") for the placement and affixing of six (6) wireless antennas on the LANDLORD's radio tower, hereinafter referred to as the "Tower", located at 2120 Davidson Road, Waukesha, County of Waukesha, Wisconsin 53186, (the entirety of LANDLORD's property is referred to hereinafter as the "Property"), together with a parcel of land approximately 368' square feet (the "Land Space") sufficient for the installation of TENANT's equipment platform and external generator; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a ten (10') foot wide right-of-way extending from the nearest public right-of-way, Davidson Road, to the Land Space; and together with any further non-exclusive rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are more particularly described in Exhibit "A" and depicted in Exhibit "B", each attached hereto and made a part hereof, and are collectively referred to hereinafter as the "Premises".

LANDLORD hereby grants permission to TENANT to install, maintain and operate on the Premises the radio communications equipment, antennas and appurtenances ("TENANT's Equipment") described in Exhibit "B" attached hereto.

SURVEY. LANDLORD also hereby grants to TENANT the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the TENANT.

2. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Thirty-Four Thousand and No/100 Dollars (\$34,000.00). The first annual rental payment shall be made within thirty (30) days of the Commencement Date and annually thereafter on each anniversary of the Commencement Date. Payment shall be made to LANDLORD or to such other person, firm or place as LANDLORD may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 24 below. In the absence of such designation, payment shall be made to LANDLORD at LANDLORD's address identified in Paragraph 24 below. Payments not received by the tenth day following their due date shall be subject to the imposition of a late payment charge at a rate of three percent (3%) per month until paid. This Agreement shall commence on the earlier of August 1, 2018 or the date TENANT intends to commence installation of equipment on the Premises as identified in writing provided by the TENANT to the LANDLORD not less than fifteen (15) days prior to the intended commencement of installation (either as applicable, the "Commencement Date.").

Upon agreement of the Parties, TENANT may pay rent by electronic funds transfer and in such event, LANDLORD agrees to provide to TENANT bank routing information for such purpose upon request of TENANT.

b. Upon written request, LANDLORD hereby agrees to provide to TENANT sufficient documentation (the "Rental Documentation") to evidence LANDLORD's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation evidencing LANDLORD's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent in a form acceptable to TENANT, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by TENANT in TENANT's reasonable discretion necessary to establish sufficient title to and/or interest in the Property and right to receive rental payments. Within thirty (30) days of a written request, the Rental Documentation shall be provided to TENANT in accordance with the provisions of and at the address given in Paragraph 24. Delivery of requested Rental Documentation to TENANT shall be a prerequisite for the payment of any rent by TENANT and notwithstanding anything to the contrary herein, TENANT shall have no obligation to make any rental payments until requested Rental Documentation has been supplied to TENANT as provided herein.

c. LANDLORD shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, TENANT shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by TENANT's installation. In the alternative, if permitted by the local utility company servicing the Premises, TENANT shall furnish and install an electrical

sub-meter at the Premises for the measurement of electrical power used by TENANT's installation. In the event such sub-meter is installed, the TENANT shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the TENANT shall pay the LANDLORD thirty (30) days after receipt of an invoice from LANDLORD indicating the usage amount based upon LANDLORD's reading of the sub-meter. TENANT shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LANDLORD. TENANT shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises. LANDLORD may require amendment to this Agreement, including but not limited to the amount of rent charged, as a condition of permitting TENANT to locate a temporary power source and related equipment outside the initial Premises.

3. EXTENSIONS. This Agreement shall automatically be extended for up to four (4) additional five (5) year terms, upon a continuation of all the same provision hereof and provided that TENANT is not in default, unless TENANT terminates it in accordance with the termination clauses contained in this Agreement.

4. ANNUAL RENTAL INCREASES. Annual rental for each year of this Agreement shall increase by three percent (3%) of the annual rental payable with respect to the immediately preceding year.

5. TAXES. TENANT shall pay prior to delinquency any personal property taxes levied against TENANT's Equipment. LANDLORD shall pay prior to delinquency any real estate taxes and assessments attributable to the Property, and any personal property taxes levied against the Tower and any other of LANDLORD's equipment or property on the Property, except to the extent that taxes or assessments are attributable to the actions or operations of the TENANT, in which instance TENANT shall be responsible for the prompt and timely paying of such amounts. Notwithstanding the foregoing, TENANT shall not have the obligation to pay any tax, assessment, or charge that TENANT is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making TENANT liable for any portion of LANDLORD's income taxes in connection with any Property or otherwise.

TENANT shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which TENANT is wholly or partly responsible for payment. LANDLORD shall reasonably cooperate with TENANT at TENANT's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by TENANT, there is a reduction, credit or repayment received by the LANDLORD for any taxes previously paid by TENANT, LANDLORD agrees to promptly reimburse to TENANT the amount of said reduction, credit or repayment. In the event that TENANT does not have the standing rights to pursue a good

faith and reasonable dispute of any taxes under this paragraph, LANDLORD will pursue such dispute at TENANT's sole cost and expense upon written request of TENANT.

6. USE; GOVERNMENTAL APPROVALS. TENANT shall use the Premises for the purpose of constructing, maintaining, repairing and operating a wireless communications facility and uses incidental thereto, but for no other use or purpose. TENANT's use of the Premises shall at all times comply and conform to all laws and regulations applicable thereto. All improvements, equipment, antennas and conduits shall be at TENANT's expense and their installation shall be at the discretion and option of TENANT. It is understood and agreed that TENANT's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit TENANT's use of the Premises as set forth above. LANDLORD shall cooperate with TENANT in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by TENANT. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to TENANT is canceled or is otherwise withdrawn or terminated by governmental authority at no fault of TENANT; (iii) TENANT determines that such Governmental Approvals may not be obtained in a timely manner in spite of TENANT "best efforts", or (iv) TENANT determines that any soil boring tests or structural analysis is unsatisfactory; TENANT shall have the right to terminate this Agreement. Notice of TENANT's exercise of its right to terminate shall be given to LANDLORD in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by TENANT, or upon such later date as designated by TENANT. All rentals paid to said termination date shall be retained by LANDLORD. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the TENANT shall have no further obligations for the payment of rent to LANDLORD.

7. EQUIPMENT IMPROVEMENTS/TOWER MODIFICATIONS. Notwithstanding any other provision of this Agreement, TENANT may, at its expense, make such improvements within or upon the Premises that are consistent with TENANT's use authorized under Paragraph 6 above. Improvements that result in additional equipment (beyond that identified in Exhibit B), changes to space requirements, or changes in configuration, placement or number of antennas or feedlines are subject to prior approval by the LANDLORD. LANDLORD's approval may be conditioned upon increased rent and/or tower modifications. Repairs to existing equipment or replacements with identical equipment will not be subject to LANDLORD's prior consent. TENANT's modification will be performed at the sole cost and expense of TENANT and shall be performed to ensure the Tower remains structurally sound and the Tower's then-existing reserve capacity is maintained.

8. INDEMNIFICATION.

a. TENANT agrees to defend, indemnify and save harmless LANDLORD from and against all liability including claims, demands, damages, actions or causes of actions, together with any and all losses, costs, expenses or damages, including reasonable attorneys' fees, in connection with or related thereto, for bodily injury, sickness, disease, death, personal injury or damage to property or loss of use arising out of or in connection with this Agreement, including but not limited to those arising from, associated with or related to:

i. the negligence or willful misconduct of TENANT, or its agents, employees or contractors; or

ii. any material breach by TENANT of any provision of this Agreement.; or

iii. real or perceived health threats or risks associated with exposure to electromagnetic fields ("EMFs") or radio frequencies ("RFs"), unless such EMFs or RFs are proven to be those emitted by equipment placed on the Tower by LANDLORD or another tenant. LANDLORD agrees to include this provision in any agreement with another tenant for the lease of space on the Tower.

TENANT's indemnity and hold harmless agreement expressly includes indemnity against all reasonable costs, expenses and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, TENANT will have no liability to LANDLORD to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission or negligence of LANDLORD, or of LANDLORD's agents, employees, contractors or other tenants or user of the Property.

b. To the extent permitted by law, LANDLORD agrees to defend, indemnify and save harmless TENANT from and against all claims, losses, costs, expenses, or damages from a third party arising from:

i. the negligence or willful misconduct of LANDLORD or its agents, employees or contractors; or

ii. any material breach by LANDLORD of any provision of this Agreement.

LANDLORD's indemnity and hold harmless agreement expressly includes indemnity against all reasonable costs, expenses and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, LANDLORD will have no liability to TENANT to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission or negligence of TENANT, or of TENANT's agents, employees, or contractors.

c. Nothing in this Agreement, including but not limited to the foregoing indemnification terms, shall in any way constitute a waiver by LANDLORD of any immunity, liability limitation, limitation on the amount recoverable, or other protections if available to LANDLORD under Section 893.80 of the Wisconsin Statutes or any other applicable statute or law.

d. All indemnification obligations under this Agreement shall survive expiration, earlier termination or assignment of this Agreement.

9. INSURANCE.

a. TENANT will maintain at all times during the term of this Agreement the policies outlined below, at its own cost, issued by a company or companies licensed, authorized or permitted to do business in the State of Wisconsin. TENANT will annually furnish LANDLORD with a Certificate of Insurance. The Certificate will reference this Agreement and any worker's compensation or property insurance waivers of subrogation required by this Agreement. Upon receipt of notice from its insurer(s) TENANT shall use commercially reasonable efforts to give LANDLORD thirty (30) days prior notice of any cancellation of insurance

- i. Commercial General Liability insurance with limits of \$3,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property;
- ii. Commercial Auto Liability insurance on all owned, non-owned, hired and non-owned vehicles with a combined single limit of two million (\$2,000,000) each accident for bodily injury and property damage;
- iii. Workers Compensation insurance providing the statutory benefits and Employers Liability with limits of \$1,000,000 each accident/disease/policy limit.

TENANT will include the LANDLORD, its boards, commissions, agencies, officers, employees and representatives as an additional insured as their interest may appear under this Agreement on the Commercial General Liability, and Auto Liability policies.

b. *Worker's Compensation Waiver of Subrogation.* LANDLORD will not be liable to TENANT or its employees for any injuries to TENANT's employees arising out of or in connection with the grant of this Agreement including any and all work of any type which TENANT performs upon the Site subject to this Agreement such as during equipment installation, alteration, modification, improvement, maintenance, repair, replacement, or use, or ingress or egress to or from the Site unless caused solely by the negligence or willful misconduct of the LANDLORD. TENANT will waive any and all rights of recovery from LANDLORD for worker's compensation claims made by its

employees and will obtain such waiver from its worker's compensation insurer. TENANT agrees that the indemnification and hold harmless provisions within this Agreement extend to any such claims brought by or on behalf of any employee of TENANT.

c. LANDLORD will maintain at its own cost commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of \$1,000,000. LANDLORD shall have the right to self-insure.

10. DAMAGE OR DESTRUCTION. If any portion of the Site, Tower or Premises are materially damaged so as to be no longer useful for TENANT's purposes or destroyed due to any accident or casualty during the Term of this Agreement, and if the LANDLORD chooses not to repair or rebuild, then this AGREEMENT and TENANT's liability for payment of Rent shall terminate as of the date of the damage or destruction. However, if LANDLORD chooses to repair or rebuild following such loss, the LANDLORD shall notify TENANT in writing and then TENANT may choose, by written notice to the LANDLORD within sixty (60) days following receipt of notice of LANDLORD's election, between (a) keeping this Agreement in full force and effect for its remaining term, except that the Rent shall abate while and to the extent that the Site is not useful for TENANT's purposes, or (b) terminating the Agreement. If TENANT elects option (a) above, LANDLORD shall diligently proceed, to completion, the repair and restoration of the damaged or destroyed portion of the Site or improvements. If TENANT elects option (b) above, then this Agreement and TENANT's liability for payment of Rent shall terminate as of the date of the damage or destruction. Any unamortized Rent will be remitted by the LANDLORD back to the TENANT within thirty (30) days after the date of termination.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 0 and 28, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. TERMINATION. Notwithstanding anything to the contrary contained herein, provided TENANT is not in default hereunder beyond applicable notice and cure periods, TENANT shall have the right to terminate this Agreement during the initial five (5) year term of this Agreement by providing three (3) months prior written notice to LANDLORD, and TENANT continues to pay the annual rental payment as provided herein through the remainder of the initial five (5) year term. The foregoing obligation shall survive the expiration or earlier termination of this Agreement. During any subsequent renewal term, this Agreement may be terminated without further liability on three (3) months prior written notice by TENANT in exchange for twelve (12) months of annual rental payment if TENANT determines that the Premises are not appropriate for its operations for economic or technological reasons.

13. ACCESS TO TOWER. LANDLORD agrees the TENANT shall have free access to the Tower at all times, subject to such reasonable rules and regulations as LANDLORD may impose, for the purpose of installing and maintaining the said equipment. LANDLORD shall

furnish TENANT with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of TENANT or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LANDLORD covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 32 below). The LANDLORD shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LANDLORD fails to make such repairs including maintenance within thirty (30) days of having received written notice from TENANT, the TENANT may make the repairs and the costs thereof shall be payable to the TENANT by the LANDLORD upon receipt of a properly documented invoice together with interest thereon from the date of payment at the lesser of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding LANDLORD's obligation to repair and maintain the Tower, upon receipt of a properly documented invoice, TENANT shall fully and promptly reimburse LANDLORD for the cost of any repairs for any damage to the Site, Tower, Premises or Property caused by TENANT or TENANT's agents, together with interest thereon from the date of repair at the lesser of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Upon TENANT request, LANDLORD shall supply to TENANT copies of the pertinent tower drawings, foundation design or structural analysis reports that have been done with respect to the Tower and throughout the Term, LANDLORD shall supply to TENANT copies of all structural analysis reports that are done with respect to the Tower should TENANT request such report.

Upon request of the LANDLORD, TENANT agrees to relocate its equipment, at TENANT's cost, on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LANDLORD performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to TENANT's existing location in size and is fully compatible for TENANT's use, in TENANT's reasonable determination;
- b. LANDLORD gives TENANT at least ninety (90) days written notice prior to requiring TENANT to relocate;
- c. TENANT's use at the Premises is not interrupted or diminished during the

relocation and TENANT is allowed, if necessary, in TENANT's reasonable determination, to place a temporary installation on the Property during any such relocation; and

- d. Upon the completion of any maintenance, repair or similar work by LANDLORD, TENANT is permitted to return to its original location from the temporary location with all costs for the same being paid by LANDLORD.

15. INTERFERENCE.

a. TENANT warrants and represents that TENANT's Equipment and the installation, operation and maintenance of TENANT's Equipment shall not interfere with the operation of LANDLORD's current or future electronic equipment, wherever located, on the Site or with the existing electronic equipment of the LANDLORD's current third-party licensees or lessees, if any wherever located on the Site. In the event of alleged interference with LANDLORD's current or future equipment or the existing equipment of any of LANDLORD's other third-party licensees or lessees, TENANT, upon written notice from LANDLORD, shall promptly effect an investigation of said alleged interference, to be performed by a qualified professional at the sole expense of TENANT. To the extent TENANT is responsible for the interference, TENANT shall promptly take steps necessary to correct and eliminate the interference at TENANT's cost. If the interference cannot be eliminated, TENANT shall cease operations of TENANT's Equipment and shall not resume its operations until such time as TENANT has effectively eliminated the interference. If TENANT is unable to eliminate the interference within a reasonable period of time, TENANT shall have the option to terminate this Agreement and remove TENANT's Equipment from the Site. Upon termination pursuant to this paragraph, TENANT's liability to pay rent shall cease upon removal of its improvements from the Premises and payment of any amounts due under Paragraphs 2, 16 and 17.

b. This Paragraph shall apply to any equipment TENANT desires to add to the Site at any time during this Agreement. LANDLORD will require any of its other existing or subsequent licensees or lessees at the Site to resolve all construction, antenna placement and technical interference issues with TENANT before allowing the same to commence installation of their own new equipment on the Property.

c. LANDLORD makes no warranties or representations regarding TENANT's exclusive use of the Site or noninterference with TENANT's transmission operation or that the Site is fit for TENANT's intended purposes. Notwithstanding the above, LANDLORD agrees that each of its subleases, leases or license agreements with any third party for use of the Property shall contain a provision substantially the same as this Paragraph 15, and that LANDLORD shall enforce such provisions in a nondiscriminatory manner with respect to all of its sublessees, lessees and licensees. LANDLORD shall provide TENANT with ninety (90) days advance written notice of any equipment installations that it intends to make after the date of this Agreement.

16. SURRENDER/REMOVAL AT END OF TERM. TENANT shall, upon expiration of the Term, or upon any earlier termination of the Agreement, surrender the Premises to LANDLORD and remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted within thirty (30) days. If such time for removal causes TENANT to remain on the Premises after termination of this Agreement, TENANT shall pay rent on a pro-rata basis at the then existing rate until such time as the removal of the building, antenna structure, fixtures and all personal property are completed, subject to Paragraph 17, below. If TENANT's property is not removed within thirty (30) days, LANDLORD shall have the right, but not the obligation, to remove and store the Property, at TENANT's expense. LANDLORD shall not be liable for any damage to TENANT's property. TENANT shall be responsible for all costs incurred by LANDLORD associated with the removal and storage of TENANT's property. LANDLORD will not release TENANT's property until LANDLORD has received payment for all removal and/or storage costs incurred. LANDLORD agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of TENANT shall remain the personal property of TENANT and TENANT shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws.

17. HOLDOVER. TENANT has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein. In the event that TENANT holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 0 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination plus ten percent (10%).

18. RIGHTS UPON SALE. Should LANDLORD, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than TENANT, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by TENANT, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to the terms of this Agreement.

19. QUIET ENJOYMENT. LANDLORD covenants that TENANT, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

20. TITLE. LANDLORD represents and warrants to TENANT as of the execution date of this Agreement, and covenants during the Term that LANDLORD is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LANDLORD further represents to TENANT as of the execution date of this Agreement that there are no liens, judgments or impediments of title on the Property, or affecting LANDLORD's title to the same and to the best of LANDLORD's knowledge that there are no

covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by TENANT as set forth above.

21. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LANDLORD and TENANT and that no verbal or oral agreements, promises or understandings shall be binding upon either LANDLORD or TENANT in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

22. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

23. ASSIGNMENT. TENANT shall have no right to sublet any portion of the Premises. This Agreement may be sold, assigned or transferred by the TENANT without any approval or consent of the LANDLORD to the TENANT's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of TENANT's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LANDLORD, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of TENANT or transfer upon partnership or corporate dissolution of TENANT shall constitute an assignment hereunder. Any assignment shall require the assignee to take the Agreement subject to all of the terms thereof, including all insurance and indemnification provisions.

24. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LANDLORD: Waukesha County
Attn.: Chris Petterson
2120 Davidson Road
Waukesha, Wisconsin 53186

With copy to: Erik G. Weidig
Waukesha County Corporation Counsel
515 W. Moreland Blvd.
Waukesha, WI 53188

TENANT: T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attention: Lease Compliance
T-Mobile Site Number: ML92216A

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

25. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

26. RECORDING. LANDLORD agrees to execute a Memorandum of this Agreement which TENANT may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by TENANT with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LANDLORD shall give TENANT written notice of such breach. After receipt of such written notice, TENANT shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided TENANT shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and TENANT commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LANDLORD may not maintain any action or effect any remedies for default against TENANT unless and until TENANT has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LANDLORD with respect to any of the provisions of this Agreement or its obligations under it, TENANT shall give LANDLORD written notice of such breach. After receipt of such written notice, LANDLORD shall have thirty (30) days in which to cure any such breach, provided LANDLORD shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LANDLORD commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. TENANT

may not maintain any action or effect any remedies for default against LANDLORD unless and until LANDLORD has failed to cure the breach within the time periods provided in this Paragraph.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. In the event of termination by LANDLORD following TENANT's uncured default, TENANT shall not be released from any liability for the annual rent fee due for the balance of the then current term by reason of LANDLORD's repossession of the Premises or by LANDLORD taking any other legal action available to it upon such default, unless LANDLORD, by written notice, affirmatively releases TENANT from such liability.

29. ENVIRONMENTAL. TENANT shall not be responsible for addressing or liable for any environmental or industrial hygiene condition including the presence or release of hazardous substances, that existed prior to the execution of this Agreement or that otherwise did not result from the activities of TENANT.

30. CONDEMNATION. In the event of any condemnation of all or any portion of the Premises, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower TENANT is unable to reasonably use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt TENANT's operations at the Premises for more than forty-five (45) days, TENANT may, at TENANT's option, to be exercised in writing within fifteen (15) days after LANDLORD shall have given TENANT written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. TENANT may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If TENANT does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises.

31. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

32. APPLICABLE LAWS. During the Term, LANDLORD shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). TENANT shall, in respect to the condition of the Premises and at TENANT's sole cost and expense, comply with (a) all Laws relating solely to TENANT's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by TENANT in the Premises.

33. REPORTING OF ACCIDENTS. TENANT shall promptly report in writing to LANDLORD all accidents or claims arising out of or in connection with this Agreement which cause death, bodily injury, personal injury or property damage.

34. REGULATORY FILINGS. Upon LANDLORD's request, TENANT shall provide LANDLORD with copies of all petitions, applications, reports and communications submitted by TENANT to the FCC, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matter affecting this Agreement or TENANT's operation of TENANT's Equipment.

35. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

36. FORCE MAJEURE. In the event that either Party is delayed in the performance of any of its obligations under this Agreement as a result of casualty loss, weather conditions, other acts of God, civil disorder or other cause beyond the control of the applicable Party, the provisions of this Agreement shall be deemed extended for a reasonable period of time to permit the appropriate Party to perform its obligations, provided that the Party is acting in good faith and using its best efforts in order to perform its obligations in a timely fashion.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

38. ELECTRONIC REPRODUCTIONS. The Parties agree that a scanned or electronically reproduced copy of an image of this Agreement, as executed, shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of such agreement, notwithstanding the failure or inability of either party to produce or tender an original executed Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LANDLORD:

Waukesha County

By: _____
Gary Bell
Director of Emergency Preparedness
Date: _____

TENANT:

T-Mobile Central LLC, a Delaware limited liability company

By: _____

Date: _____

Exhibit A

DESCRIPTION OF PREMISES

The legal description of the Property is described and/or depicted as follows:

Site address: at 2120 Davidson Road, Waukesha, Wisconsin 53186

Tax Key No.: WAKC 1005.196

TENANT'S LEASE AREA

A part of Parcel 2 of Certified Survey Map No. 3578, Volume 27, Page 179, Document No. 1092358 of Waukesha County Records and located in the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) and the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section Thirty-Six (36), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin containing 368 square feet (0.008 acres) of land and being described by:

Commencing at the Northwest Corner of said Parcel 2; thence N67°-30'-30"E (Recorded as N68°-41'-49"E) 40.06 feet along the Northerly line of said Parcel 2; thence S22°-29'-30"E 16.18 feet to the point of beginning; thence N66°-22'-49"E 27.43 feet; thence S23°-38'-20"E 10.00 feet; thence S66°-22'-49"W 12.19 feet; thence S00°-27'-39"W 7.99 feet; thence N89°-32'-21"W 18.00 feet; thence N00°-27'-39"E 10.89 feet to the point of beginning being subject to any and all easements and restrictions of record.

10 FOOT WIDE INGRESS/EGRESS EASEMENT

A part of Parcel 2 of Certified Survey Map No. 3578, Volume 27, Page 179, Document No. 1092358 of Waukesha County Records and located in the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) and the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section Thirty-Six (36), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin containing 3,487 square feet (0.080 acres) of land and being Five (5) feet each side of and parallel to the following described line:

Commencing at the Northwest Corner of said Parcel 2; thence N67°-30'-30"E (Recorded as N68°-41'-49"E) 40.06 feet along the Northerly line of said Parcel 2; thence S22°-29'-30"E 16.18 feet; thence N66°-22'-49"E 27.43 feet; thence S23°-38'-20"E 5.00 feet to the point of beginning; thence N66°-22'-49"E 64.01 feet; thence S89°-59'-51"E 58.33 feet; thence N38°-12'-50"E 8.16 feet; thence N90°-00'-00"E 72.14 feet; thence S32°-49'-58"E 30.01 feet; thence S00°-49'-27"E 116.00 feet to a point on the North line of Davidson Road and the point of termination. The side lot lines of said easement shall be shortened or lengthened to terminate on the North line of Davidson Road and the Easterly line of the afore described "Lease Area".

8 FOOT WIDE UTILITY EASEMENT "A"

A part of Parcel 2 of Certified Survey Map No. 3578, Volume 27, Page 179, Document No. 1092358 of Waukesha County Records and located in the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) and the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section Thirty-Six (36), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin containing 1,410 square feet (0.032 acres) of land and being Four (4) feet each side of and parallel to the following described line: Commencing at the Northwest Corner of said Parcel 2; thence N67°-30'-30"E (Recorded as N68°-41'-49"E) 40.06 feet along the Northerly line of said Parcel 2; thence S22°-29'-30"E 16.18 feet; thence N66°-22'-49"E 6.63 feet to the point of beginning; thence N23°-38'-20"W 12.05 feet to point that is 4 feet south of and perpendicular to the Northerly line of said Parcel 2; thence N67°-30'-30"E 164.16 feet along a line that is 4 feet southerly of and parallel to the Northerly line of said Parcel 2 to the point of termination. The side lot lines of said easement shall be shortened or lengthened to terminate on the Northerly line of the afore described "Lease Area".

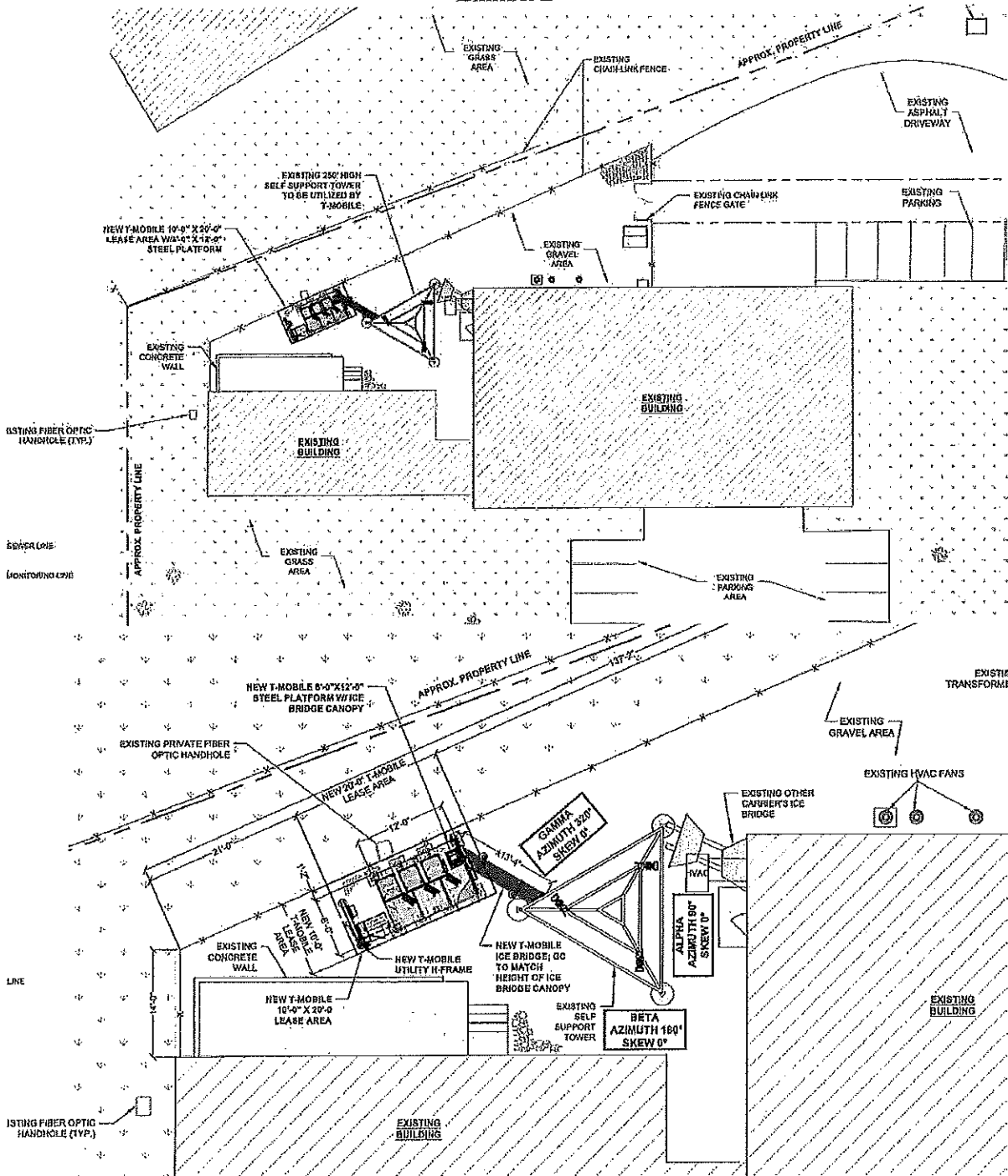
8 FOOT WIDE UTILITY EASEMENT "B"

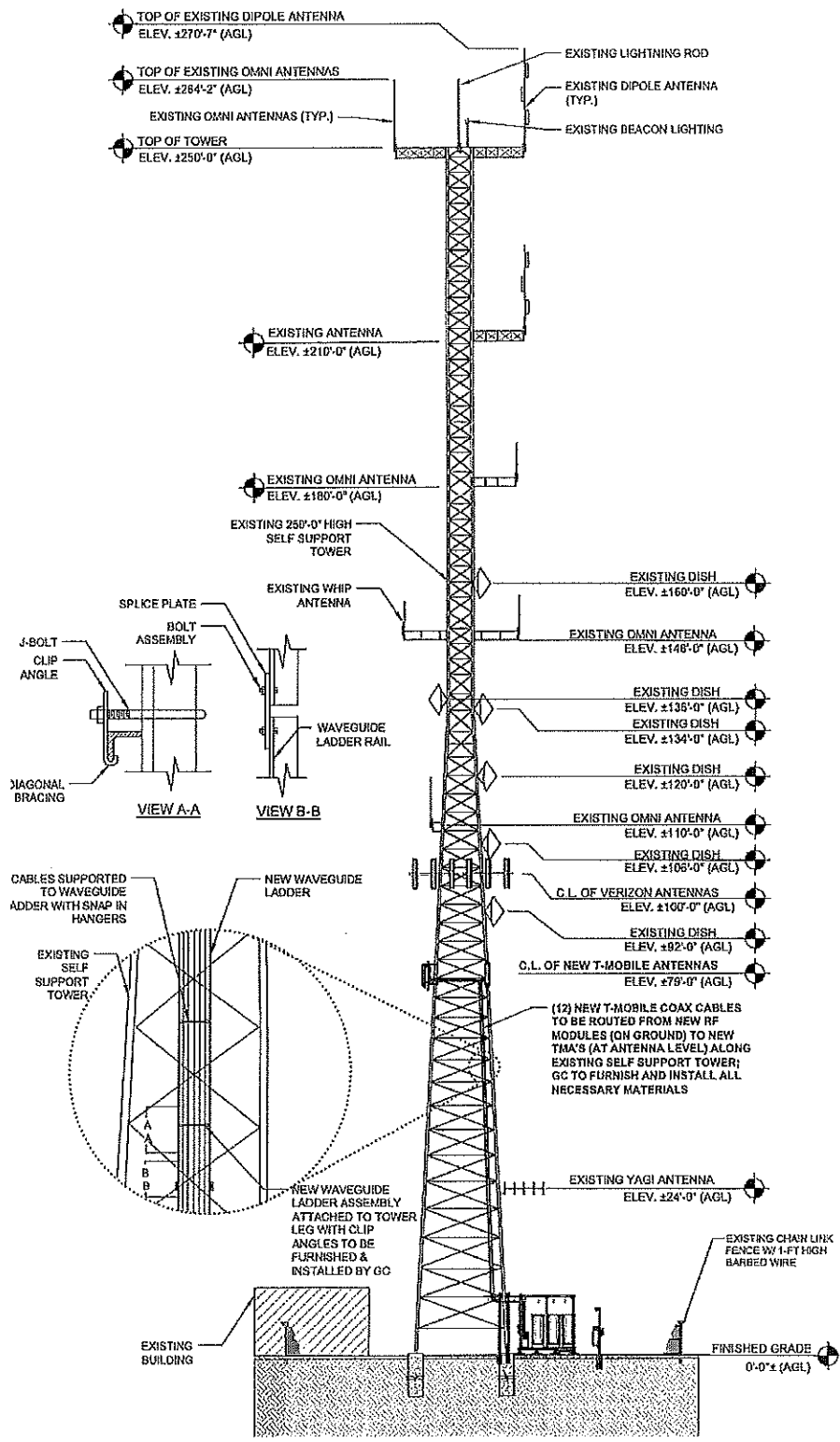
A part of Parcel 2 of Certified Survey Map No. 3578, Volume 27, Page 179, Document No. 1092358 of Waukesha County Records and located in the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) and the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section Thirty-Six (36), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin containing 1,075 square feet (0.025 acres) of land and being Four (4) feet each side of and parallel to the following described line: Commencing at the Northwest Corner of said Parcel 2; thence N67°-30'-30"E (Recorded as N68°-41'-49"E) 40.06 feet along the Northerly line of said Parcel 2; thence S22°-29'-30"E 16.18 feet; thence S00°-27'-39"W 7.01 feet to the point of beginning; thence N89°-32'-21"W 21.24 feet; thence S01°-14'-11"W 46.72 feet; thence S43°-57'-01"E 66.47 feet to a point on the North line of Davidson Road and the point of termination. The side lot lines of said easement shall be shortened or lengthened to terminate on the North line of Davidson Road.

PARENT PARCEL

Parcel 2 of Certified Survey Map No. 3578, recorded on May 29, 1979 in Volume 27 of Certified Survey Maps on Pages 179 through 181 as Document No. 1092358, being part of the Southeast and Southwest ¼ of the Northeast ¼ of Section 36, Town 7 North, Range 19 East, City of Waukesha, County of Waukesha, State of Wisconsin.

Exhibit B





1 SITE ELEVATION
 SCALE: 1/16"=1'-0" (1/16"=2'-0" IF 11X17 SHEET SIZE)

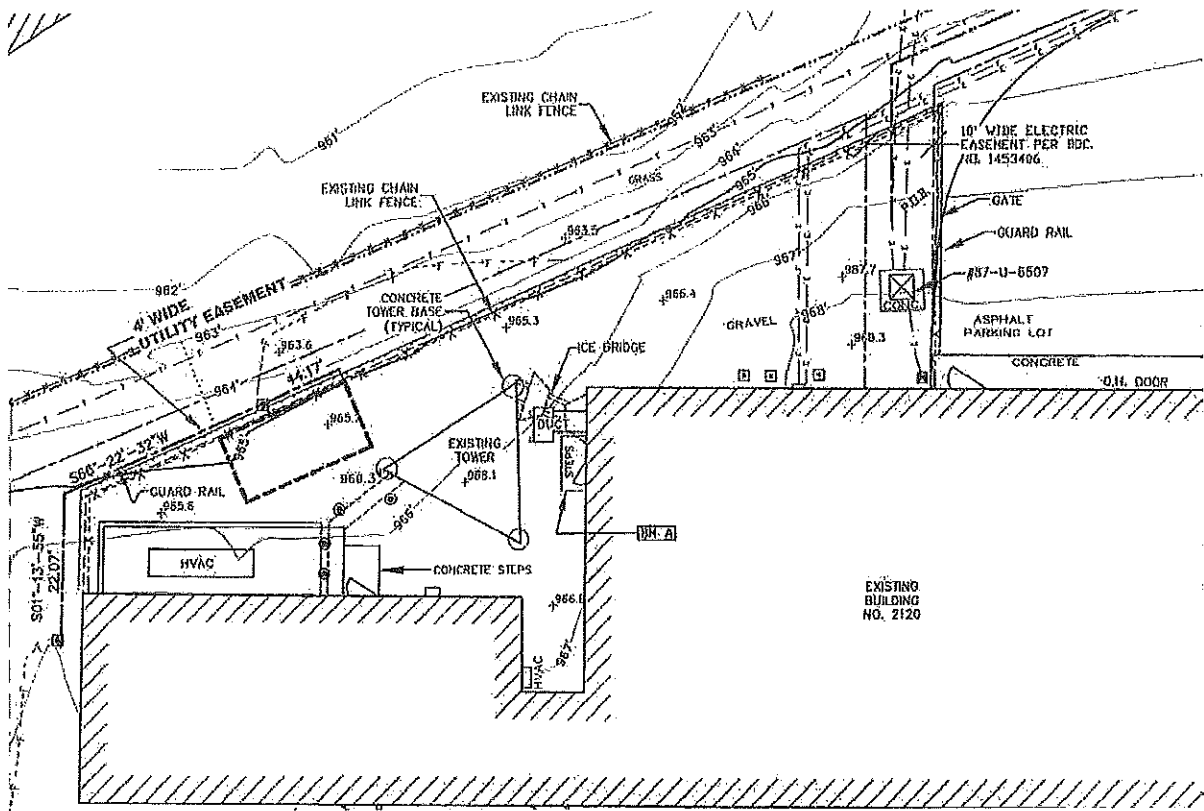
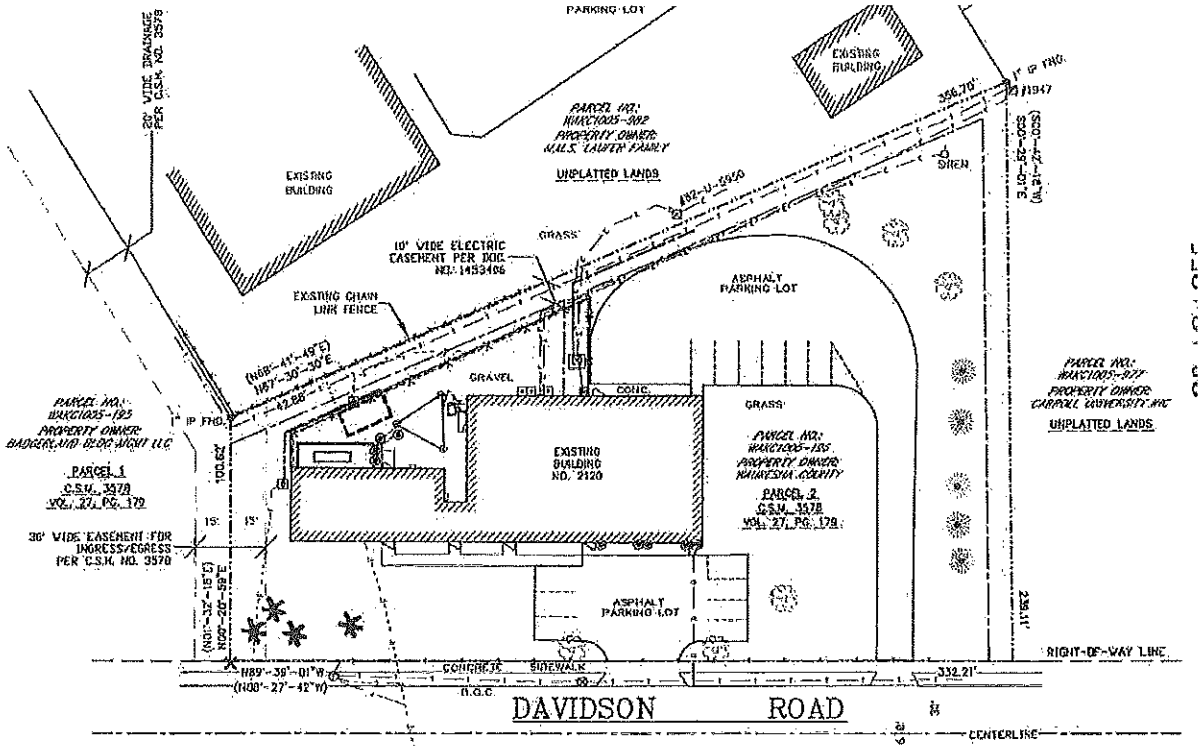


Exhibit C

SURVEY



FISCAL NOTE

APPROVE T-MOBILE CELL TOWER AND GROUND LEASE AT THE DAVIDSON ROAD
TOWER

This ordinance approves an agreement between the Waukesha County Department of Emergency Preparedness and T-Mobile Central LLC ("T-Mobile") for the lease of tower attachment locations and ground space at the County's Radio Services Building located at 2120 Davidson Road in the City of Waukesha. The lease will start no later than October 1, 2018, and will run for an initial period of five years with four renewal period of five years each for a potential total period of 25 years.

Under the terms of the lease, T-Mobile will pay the County \$34,000 annually beginning in 2018, with increases of 3% per year thereafter. The revenue will be applied to the Radio Services proprietary fund. The Department anticipates no additional expenditures due to this lease.

This ordinance is estimated to have no direct tax levy impact.



Linda Witkowski
Budget Manager
4/30/18
ST

1
2 AUTHORIZING THE SALE OF \$12,500,000 GENERAL OBLIGATION
3 PROMISSORY NOTES, SERIES 2018A
4
5

6 WHEREAS, on March 27, 2018, the County Board of Supervisors of Waukesha County,
7 Wisconsin (the "County") adopted an ordinance authorizing the issuance of general obligation
8 promissory notes pursuant to Ch. 67, Wis. Stats., in an amount not to exceed \$12,500,000 for the
9 public purpose of paying the cost of capital projects included in the County's 2018 Capital Projects
10 Expenditure Plan consisting of justice and law enforcement projects; public works projects;
11 general administration projects; and parks, environment and education projects; and
12

13 WHEREAS, the County Board of Supervisors deems it necessary and in the best interest of the
14 County that the general obligation promissory notes authorized by such ordinance now be issued,
15 upon the terms and conditions hereinafter provided; and
16

17 WHEREAS, the County has duly received bids for its proposed issue of General Obligation
18 Promissory Notes, Series 2018A (the "Notes"); and
19

20 WHEREAS it has been determined that the best bid received was that submitted by _____
21 (the "Purchaser");
22

23 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
24 that:
25

26 Section 1. Award. The bid of the Purchaser for the purchase price of \$ _____ be and it
27 hereby is accepted and the Chairperson and County Clerk are authorized and directed to execute
28 an acceptance of the offer of the Purchaser on behalf of the County. The good faith deposit of the
29 Purchaser shall be retained by the County Treasurer until the closing of the note issue, and any
30 good faith deposits submitted by unsuccessful bidders shall be promptly returned.
31

32 Section 2. The Notes. The Chairperson and County Clerk shall make, execute and deliver the
33 Notes to the Purchaser, for and on behalf of the County. The Notes shall be negotiable, general
34 obligation promissory notes of the County, registered as to both principal and interest, in the
35 denomination of Five Thousand Dollars (\$5,000) each or whole multiples thereof, numbered from
36 R-1 upward and dated their date of issuance. The Notes shall mature on April 1 of each of the
37 years and shall bear interest at the rates per annum as follows:
38

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2019	\$ 600,000	_____ %
2020	700,000	_____
2021	700,000	_____
2022	1,100,000	_____
2023	1,300,000	_____
2024	1,700,000	_____

47	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
48			
49	2025	\$1,900,000	_____ %
50	2026	1,700,000	_____
51	2027	1,500,000	_____
52	2028	1,300,000	_____

53
54 Interest on the Notes shall be payable on April 1 and October 1 of each year, commencing
55 October 1, 2018.
56

57 At the option of the County, the Notes maturing on April 1, 2026 and thereafter shall be subject to
58 redemption prior to maturity on April 1, 2025 or on any date thereafter. Said Notes shall be
59 redeemable as a whole or in part, and if in part, from maturities selected by the County and within
60 each maturity by lot, at the principal amount thereof, plus accrued interest to the date of
61 redemption.
62

63 The Notes due on April 1, _____ and _____ (the "Term Bonds") are subject to mandatory redemption
64 prior to maturity by lot (as selected by The Depository Trust Company) at a redemption price equal
65 to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to
66 the date of redemption, from debt service fund deposits which are required to be made in amounts
67 sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

68 For the Term Bonds Maturing on April 1, _____

69	Redemption	
70	<u>Date</u>	<u>Amount</u>
71	_____	\$ _____
72	_____	_____
73	_____	_____ (maturity)

74 For the Term Bonds Maturing on April 1, _____

75	Redemption	
76	<u>Date</u>	<u>Amount</u>
77	_____	\$ _____
78	_____	_____
79	_____	_____ (maturity)

80
81 Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal
82 amount of such Notes so redeemed shall be credited against the mandatory redemption payments
83 established above in such manner as the County shall direct.
84

85 Section 3. Form of Notes. The Notes shall be in substantially the form on file in the County
86 Clerk's office.

87
88 Section 4. Tax Provisions.

(a) *Direct, Annual Irrepealable Tax.* For the purpose of paying the principal of and interest on the Notes as the same become due, the full faith, credit and resources of the County are hereby irrevocably pledged and there be and there hereby is levied on all the taxable property in the County a direct, annual, irrepealable tax in an amount and at the times sufficient for said purpose; such tax is levied in the following years and in the following minimum amounts:

<u>Year of Levy</u>	<u>Amount</u>
2018	\$ _____
2019	_____
2020	_____
2021	_____
2022	_____
2023	_____
2024	_____
2025	_____
2026	_____
2027	_____

(b) *Tax Collection.* The County shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried into the tax rolls of the County and collected as other taxes are collected, provided that the amount of tax carried into said tax rolls may be reduced in any year by the amount of any surplus money in the Debt Service Account created in Section 5(A) hereof.

(c) *Additional Funds.* If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the County then available, which sums shall be replaced upon the collection of the taxes herein levied.

(d) *Appropriation.* There be and there hereby is appropriated from the premium received by the County with respect to the Notes or taxes levied by the County in anticipation of the issuance of the Notes the sum of \$_____ to be deposited in the Debt Service Account which amount will be used to meet payments with respect to debt service due on October 1, 2018.

Section 5. Debt Service Fund and Account.

(a) *Creation and Deposits.* Within the debt service fund previously established in the treasury of the County, there be and there hereby is established a separate and distinct account designated as the "Debt Service Account for \$12,500,000 General Obligation Promissory Notes, Series 2018A" (the "Debt Service Account") and such account shall be maintained until the indebtedness evidenced by the Notes is

135 fully paid or otherwise extinguished. The County Treasurer shall deposit in such
136 Debt Service Account (i) all accrued interest received by the County at the time of
137 delivery of and payment for the Notes; (ii) the taxes herein levied for the specific
138 purpose of meeting principal of and interest on the Notes when due; (iii) such other
139 sums as may be necessary at any time to pay principal of and interest on the Notes
140 when due; (iv) any premium which may be received by the County above the par
141 value of the Notes and accrued interest thereon; (v) surplus monies in the Borrowed
142 Money Fund as specified in Section 6 hereof; and (vi) such further deposits as may
143 be required by Sec. 67.11, Wis. Stats.

144
145 (b) *Use and Investment.* No money shall be withdrawn from the Debt Service
146 Account and appropriated for any purpose other than the payment of principal of
147 and interest on the Notes until all such principal and interest has been paid in full
148 and canceled; provided (i) the funds to provide for each payment of principal of
149 and interest on the Notes prior to the scheduled receipt of taxes from the next
150 succeeding tax collection may be invested in direct obligations of the United States
151 of America maturing in time to make such payments when they are due or in other
152 investments permitted by law; and (ii) any funds over and above the amount of such
153 principal and interest payments on the Notes may be used to reduce the next
154 succeeding tax levy, or may, at the option of the County, be invested by purchasing
155 the Notes as permitted by and subject to Section 67.11(2)(a), Wis. Stats., in interest-
156 bearing obligations of the United States of America, in other obligations of the
157 County or in other investments permitted by law, which investments shall continue
158 to be a part of the Debt Service Account.

159
160 (c) *Remaining Monies.* When all of the Notes have been paid in full and canceled,
161 and all permitted investments disposed of, any money remaining in the Debt
162 Service Account shall be deposited in the general fund of the County, unless the
163 County Board of Supervisors directs otherwise.

164
165 Section 6. Proceeds of the Notes. All monies received by the County upon the delivery of the
166 Notes to the Purchaser, except for any premium and accrued interest, shall be deposited by the
167 County Treasurer into a special fund (the "Borrowed Money Fund") which shall be maintained
168 separate and distinct from all other funds of the County and shall be used for no purpose other than
169 the purposes for which the Notes are issued. In no event shall monies in the Borrowed Money
170 Fund be used to fund operating expenses of the general fund of the County or of any special
171 revenue fund of the County that is supported by property taxes. Monies in the Borrowed Money
172 Fund may be temporarily invested as provided in Section 66.0603(1m), Wis. Stats. Any monies,
173 including any income from permitted investments, remaining in the Borrowed Money Fund after
174 the purposes for which the Notes have been issued have been accomplished, and, at any time, any
175 monies as are not needed and which obviously thereafter cannot be needed for such purposes shall
176 be deposited in the Debt Service Account.

177
178 Section 7. No Arbitrage. All investments permitted by this resolution shall be legal investments,
179 but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage
180 bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the

181 "Code"), or the Regulations of the Commissioner of Internal Revenue thereunder (the
182 "Regulations"); and an officer of the County, charged with the responsibility for issuing the Notes,
183 shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the
184 date of closing which will permit the conclusion that the Notes are not "arbitrage bonds," within
185 the meaning of the Code or Regulations.

186
187 Section 8. Payment of the Notes. The principal of and interest on the Notes shall be paid by the
188 County Treasurer.

189
190 Section 9. Persons Treated as Owners; Transfer of Notes. The County Clerk shall keep books for
191 the registration and for the transfer of the Notes. The person in whose name any Note shall be
192 registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment
193 of either principal or interest on any Note shall be made only to the registered owner thereof. All
194 such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to
195 the extent of the sum or sums so paid.

196
197 Any Note may be transferred by the registered owner thereof by surrender of the Note at the office
198 of the County Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed
199 by the registered owner or his attorney duly authorized in writing. Upon such transfer, the
200 Chairperson and County Clerk shall execute and deliver in the name of the transferee or transferees
201 a new Note or Notes of a like aggregate principal amount, series and maturity, and the County
202 Clerk shall record the name of each transferee in the registration book. No registration shall be
203 made to bearer. The County Clerk shall cancel any Note surrendered for transfer.

204
205 The County shall cooperate in any such transfer, and the Chairperson and County Clerk are
206 authorized to execute any new Note or Notes necessary to effect any such transfer.

207 The fifteenth day of each calendar month next preceding each interest payment date shall be the
208 record dates for the Notes. Payment of interest on the Notes on any interest payment date shall be
209 made to the registered owners of the Notes as they appear on the registration book of the County
210 at the close of business on the corresponding record date.

211
212 Section 10. Compliance with Federal Tax Laws.

213 (a) The County represents and covenants that the projects financed by the Notes and the
214 ownership, management and use of the projects will not cause the Notes to be "private
215 activity bonds" within the meaning of Section 141 of the Code. The County further
216 covenants that it shall comply with the provisions of the Code to the extent necessary to
217 maintain the tax-exempt status of the interest on the Notes including, if applicable, the
218 rebate requirements of Section 148(f) of the Code. The County further covenants that it
219 will not take any action, omit to take any action or permit the taking or omission of any
220 action within its control (including, without limitation, making or permitting any use of the
221 proceeds of the Notes) if taking, permitting or omitting to take such action would cause
222 any of the Notes to be an arbitrage bond or a private activity bond within the meaning of
223 the Code or would otherwise cause interest on the Notes to be included in the gross income
224 of the recipients thereof for federal income tax purposes. The County Clerk or other officer
225 of the County charged with the responsibility of issuing the Notes shall provide an

226 appropriate certificate of the County certifying that the County can and covenanting that it
227 will comply with the provisions of the Code and Regulations.

228 (b) The County also covenants to use its best efforts to meet the requirements and
229 restrictions of any different or additional federal legislation which may be made applicable
230 to the Notes provided that in meeting such requirements the County will do so only to the
231 extent consistent with the proceedings authorizing the Notes and the laws of Wisconsin
232 and to the extent that there is a reasonable period of time in which to comply.

233

234 Section 11. Utilization of The Depository Trust Company Book-Entry-Only System. In order to
235 make the Notes eligible for the services provided by The Depository Trust Company, New York,
236 New York, the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of
237 Representations previously executed on behalf of the County and on file in the County Clerk's
238 office.

239

240 Section 12. Ratification and Approval of Official Terms of Offering and Official Statement.

241 (a) The Official Terms of Offering with respect to the Notes, which are on file in the
242 County Clerk's office, are ratified and approved. In addition, all actions taken by any
243 committee of the County Board, by the officers and employees of the County and by the
244 County's municipal advisor, Springsted Incorporated, in connection with the offering and
245 sale of the Notes are ratified and approved.

246

247 (b) The County Board of Supervisors hereby approves the Preliminary Official Statement
248 with respect to the Notes and deems the Preliminary Official Statement as "final" as of its
249 date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange
250 Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions
251 taken by officers of the County in connection with the preparation of such Preliminary
252 Official Statement and any addenda to it or Final Official Statement are hereby ratified and
253 approved. In connection with the Closing, the appropriate County official shall certify the
254 Preliminary Official Statement and any addenda or Final Official Statement. The County
255 Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final
256 Official Statement to be distributed to the Purchaser.

257

258 Section 13. Undertaking to Provide Continuing Disclosure. The County covenants and agrees,
259 for the benefit of the holders of the Notes, to enter into a written undertaking (the "Undertaking")
260 if required by the Rule to provide continuing disclosure of certain financial information and
261 operating data and timely notices of the occurrence of certain events in accordance with the Rule.
262 The Undertaking shall be enforceable by the holders of the Notes or by the original purchaser(s)
263 of the Notes on behalf of such holders (provided that the rights of the holders and the purchaser(s)
264 to enforce the Undertaking shall be limited to a right to obtain specific performance of the
265 obligations thereunder and any failure by the County to comply with the provisions of the
266 Undertaking shall not be an event of default with respect to the Notes).

267

268 The County Clerk, or other officer of the County charged with the responsibility for issuing the
269 Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of
270 proceedings, setting forth the details and terms of the County's Undertaking.

271 Section 14. Records. The County Clerk shall provide and keep a separate record book and shall
272 record a full and correct statement of every step or proceeding had or taken in the course of
273 authorizing and issuing these Notes.
274

275 Section 15. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in
276 printed form, executed on behalf of the County by the manual or facsimile signatures of the
277 Chairperson and County Clerk, authenticated, if required, sealed with its official or corporate seal,
278 if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County of the
279 purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile
280 signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the
281 manual signature of the officer but, unless the County has contracted with a fiscal agent to
282 authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual
283 signature. In the event that either of the officers whose signatures appear on the Notes shall cease
284 to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient
285 for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid
286 officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all
287 such documents, certificates and acknowledgements as may be necessary and convenient to
288 effectuate the Closing. The County hereby authorizes the officers and agents of the County to
289 enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not
290 limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing
291 disclosure, and rebate calculation services. Any such contract heretofore entered into in
292 conjunction with the issuance of the Notes is hereby ratified and approved in all respects.
293

294 Section 16. Effect of Ordinance. This action by the County Board of Supervisors is taken pursuant
295 to Section 67.12(12), Wis. Stats., and is intended to constitute a "resolution" for purposes of that
296 section.

1 APPROVAL OF COMPROMISE SETTLEMENT FOR WORKER'S COMPENSATION
2 CASE ENTITLED DIANE SCHEERER VS. WAUKESHA COUNTY
3
4

5 WHEREAS, an employee of Waukesha County Department of Health and Human Services has
6 filed a Worker's Compensation claim against Waukesha County for injuries allegedly occurred
7 while employed with Waukesha County; and
8

9 WHEREAS, the continuation of the litigation possesses substantial risk to both sides of the
10 litigation and both sides will continue to incur significant additional expenses without a
11 settlement; and
12

13 WHEREAS, the employee has expressed a willingness to enter into a settlement agreement
14 which is on file in the Corporation Counsel's office pending approval by the County Board and
15 which has been shared in closed session with the County Board; and
16

17 WHEREAS, it has been determined that settlement of these issues at this time is in the best
18 interest of Waukesha County.
19

20 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
21 that the settlement agreement on file with the Corporation Counsel and previously shared with
22 the Board entitled Full and Final Compromise Agreement in the Workers' Compensation case
23 entitled Diane Scheerer vs. Waukesha County is hereby approved.