

171st BOARD YEAR
LEGISLATIVE ITEMS RECEIVED FOR COMMITTEE REFERRAL

File No.	Rec/Ref	Referred to:	Title
171-O-073	01/05/17 01/05/17	Judiciary Finance	ORD: Modify 2017 Budget Of The Circuit Court Services To Appropriate Expenditures For The Purchase Of New Jury Box Seating With Reserved Fund Balance From Juror Service Fee Donations From Prior Years
171-O-074	02/08/17 02/09/17	Land Use	ORD: Approve Utility Easement To Waukesha Water Utility, City Of Waukesha, To Construct, Install, Operate, Maintain, Repair, Replace And Extend Underground Utility Facilities On Waukesha County Property Known As The Waukesha County Expo Center
171-O-075	02/08/17 02/09/17	Land Use	ORD: Approve Distribution Easement To Wisconsin Electric Power Company, Time Warner Entertainment Company, LP, And Level 3 Communications, LLC To Construct, Install, Operate, Maintain, Repair, Replace And Extend Overhead And Underground Utility Facilities On Waukesha County Property Known As The Bugline Trail Corridor & Release Prior Easement For Bugline Trail
171-O-076	02/08/17 02/09/17	Land Use Finance	ORD: Sale Of Foreclosed Outlot 12 Of Minor's Homestead Addition No. 3 Subdivision To The Waukesha County Land Conservancy
171-O-077	02/08/17 02/09/17	Public Works Finance	ORD: Modify The 2016 Transportation Fund Budget For Additional State Discretionary Maintenance Work And County Traffic Signal Repair
171-A-032	02/08/17 02/09/17	Executive	APPT: Gary Glojek To The Airport Operations Commission
171-A-033	02/08/17 02/09/17	Executive	APPT: Chuck Wood To The Health & Human Services Board
171-A-034	02/08/17 02/09/17	Executive	APPT: Robert W. Merry As Waukesha County Surveyor
171-O-078	02/08/17 02/09/17	Judiciary Finance	ORD: Amend The 2017 Sheriff's Department Budget For The Expenditure Of Seized Funds To Participating Agencies In February 2017
171-O-079	02/09/17 02/09/17	Judiciary Finance	ORD: Authorize The Waukesha County Sheriff's Department To Contract With The State Of Wisconsin Department Of Transportation To Provide Traffic Enforcement Services And Modify The 2017 Sheriff's Department Budget For The Contract
171-O-080	02/09/17 02/09/17	HHS Finance	ORD: Accept Wisconsin Prescription Drug/Opioid Overdose-Related Deaths Prevention Project Grant, Create One Sunset Clinical Therapist Position, And Modify Department Of Health And Human Services 2017 Budget To Appropriate Grant Expenditures
171-O-081	02/09/17 02/09/17	Finance	ORD: Transfer Carryover Funds From 2016 Unexpended Appropriations To 2017 Budgeted Appropriations
171-O-082	01/30/17 02/09/17	Finance	ORD: Authorize The Issuance Of Not To Exceed \$10,000,000 General Obligation Promissory Notes For Capital Projects

1 APPROVE UTILITY EASEMENT TO WAUKESHA WATER UTILITY, CITY OF
2 WAUKESHA, TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR,
3 REPLACE AND EXTEND UNDERGROUND UTILITY FACILITIES ON WAUKESHA
4 COUNTY PROPERTY KNOWN AS THE WAUKESHA COUNTY EXPO CENTER
5
6

7 WHEREAS, Waukesha Water Utility, City of Waukesha has requested permission to construct,
8 operate, maintain, repair, replace and extend underground utility facilities within Waukesha
9 County property, known as the Waukesha County Expo Center ("Expo"), located in the West ½
10 of the Southwest ¼ of Section 27, Township 7 North, Range 19 East, City of Waukesha,
11 Waukesha County, Wisconsin, and
12

13 WHEREAS, it is deemed desirable to allow Waukesha Water Utility, City of Waukesha to
14 construct, install, operate, maintain, repair, replace and extend underground utility facilities on
15 Waukesha County's land for the purpose of maintaining, relocating, and upgrading a failing
16 meter pit on the Expo grounds, and
17

18 WHEREAS, it is necessary to provide an easement from Waukesha County to Waukesha Water
19 Utility, City of Waukesha for the purpose of constructing, installing, operating, maintaining,
20 repairing, replacing and extending underground water utility facilities at the Expo.
21

22 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
23 that Waukesha County's grant of a Utility Easement to Waukesha Water Utility, City of
24 Waukesha that will be recorded in the Office of the Register of Deeds, is hereby approved.
25

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

EXHIBIT "A"

Expo Center Property Legal Description

The West ½ of the Southwest ¼ of Section 27, Township 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin.

EXHIBIT "B"

Utility Easement Area Description

Being a part of the West ½ of the Southwest ¼ of Section 27, Township 7 North, Range 19 East, City of Waukesha, Waukesha County, Wisconsin, being more particularly described as follows:

Commencing at the Southeast Corner of the Southwest ¼ of said Section 27; thence South 88°23'10" West, along the South line of said ¼ section, 172.46 feet; thence North 01°36'50" West, 50.00 feet to a point on the northerly right of way line of C.T.H. "FT" and the point of beginning.

Thence continuing along said northerly right of way line South 88°23'10" West, 20.00 feet; thence North 01°36'50" West, 423.00 feet; thence North 88°23'10" East, 40.00 feet; thence South 01°36'50" East, 20.00 feet; thence South 88°23'10" West, 20.00 feet, thence South 01°36'50" East, 281.00 feet; thence North 88°23'10" East, 20.00 feet; thence South 01°36'50" East, 20.00 feet; thence South 88°23'10" West, 20.00 feet; thence South 01°36'50" East, 102.00 feet to the point of beginning.

Said Easement contains 0.2126 acres (9,260 square feet) of land more or less.

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT is granted by Waukesha County (Grantor) to the Waukesha Water Utility, City of Waukesha, Wisconsin (Grantee).

Recitals:

A. The Grantor is the fee holder of certain real property located in the City of Waukesha, Wisconsin, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference.

B. The Grantee has requested that Grantor grant a permanent 20-foot wide non-exclusive easement and a temporary construction easement over certain portions of the property owned by Grantor, and such portions are more particularly described in **Exhibit B** (the Utility Easement Area) attached hereto and incorporated herein by reference. It is understood that the permanent easement will contain existing underground utilities and above grade curb/gutter/driveway/landscaping.

Waukesha Water Utility
Attn: Kelly Zylstra
115 Delafield Street
Waukesha, WI 53188

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The Grantor grants to Grantee a perpetual easement and right of way to construct, reconstruct, maintain, operate, supplement and/or remove a water main and other related fixtures, equipment, and appurtenances that may from time-to-time be required; with the right of ingress and egress for the purpose of this grant over the Utility Easement Area.
2. During the period of construction or installation of improvements within the Utility Easement Area, the Grantee shall also have a temporary construction easement over those portions of the property located within fifteen (15) feet of the Utility Easement Area for the purpose of transporting equipment and materials in connection with the construction or installation of improvements within the property. The temporary construction easement shall expire upon the completion of the water main installation as contemplated in paragraph 1, above. During any period of construction or maintenance, the Grantee shall keep the area

neat and orderly. Upon completion of construction or maintenance, Grantee shall remove all materials and equipment.

3. The Grantee shall indemnify, defend and hold the Grantor, and all of its departments, agencies, boards, officers, employees and agents, harmless from any and all liability, loss, damages, expenses and costs (including attorneys' fees and expenses), that it may suffer or incur as the result of any injury to or death of any person or damage to property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the Grantee's activities conducted on the property, including the operation of the water main, except to the extent caused by the negligence or misconduct of the Grantor or its agents or employees.

4. The Grantee shall furnish the Grantor with a certificate of liability insurance.

5. The Grantor reserves the right to use the easement and the temporary construction easement for purposes that will not interfere with the Grantee's full enjoyment of the easement rights granted in this agreement. Grantor reserves the right to grant easement rights to other persons or entities as the Grantor deems appropriate, provided the easement rights are not inconsistent with the purpose of this easement nor interfere with the Grantee's full enjoyment of the easement rights granted herein. Grantor, however, shall not make grade changes exceeding one foot (1 foot) in the Utility Easement Area without prior written approval of Grantee. Grantor shall not place any buildings, fences or structures that require footings in the easement area. No trees or bushes that would grow to more than four (4) feet in height shall be planted within said easement without approval of Grantee.

6. Grantee shall coordinate any work within the Utility Easement Area and temporary construction easement area with the Expo Center Manager at least seven (7) days in advance of the commencement of any work to ensure that the use of the Expo Center shall not be disrupted. Grantee's activities shall not interfere with ingress or egress to Grantor's property unless required by public health and safety.

7. The Grantee shall restore the surface of the premises of the Grantor, as nearly as is reasonably possible, to the condition existing prior to disturbance by any construction or installation of the improvements except that Grantee shall not be required to replace pavement, trees, shrubbery or other above-grade items existing on or within the Utility Easement Area. Grantee shall be liable to make prompt payment for any damage caused by it or its agents to any of Grantor's roadways and curbs, fences, parking lots, signs, entrance gates, or any other fixtures or facilities of the Grantor.

8. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and the Grantee and their respective successors and assigns. The party named as Grantor in this Agreement and any successor or assign to the Grantor as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.

9. Non-use or limited use of the easement or temporary construction easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement or temporary construction easement rights to the fullest extent authorized in this Agreement.

10. The Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. Grantee shall operate and maintain the water main in accordance with all applicable laws and industry standards.

11. This Agreement shall be duly recorded in the office of the Register of Deeds of Waukesha County, Wisconsin by Waukesha County. 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. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. Notice to Grantor shall be sent to the Manager of the Waukesha County Department of Parks and Land Use, Parks System Division, 515 W. Moreland Blvd., Room AC-230, Waukesha, Wisconsin 53188. Either party may change its address for notice by providing written notice to the other party.

13. 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.

14. 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.

15. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating, 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. The Grantee shall take all reasonable action to prevent the attachment of any construction liens on the property as a result of its construction activities. In the event such a lien attaches, the Grantee shall take all reasonable action to discharge the lien.

16. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever.

This instrument was drafted by:
Kelly Zylstra
Waukesha Water Utility
115 Delafield Street
Waukesha, WI 53188

Waukesha County, Grantor

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

STATE OF WISCONSIN

COUNTY OF WAUKESHA

Personally came before me this ____ day of _____, 2017, the above named Dale R. Shaver, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Waukesha County, WI
My commission _____

Waukesha Water Utility, Grantee

Shawn Reilly, Mayor

Gina Kozlik, City Clerk/Treasurer

STATE OF WISCONSIN

COUNTY OF WAUKESHA

Personally came before me this ____ day of _____, 2017, the above named

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, WI
My commission _____

1 APPROVE DISTRIBUTION EASEMENT TO WISCONSIN ELECTRIC POWER
2 COMPANY, TIME WARNER ENTERTAINMENT COMPANY, LP, AND LEVEL 3
3 COMMUNICATIONS, LLC TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN,
4 REPAIR, REPLACE AND EXTEND OVERHEAD AND UNDERGROUND UTILITY
5 FACILITIES ON WAUKESHA COUNTY PROPERTY KNOWN AS THE BUGLINE
6 TRAIL CORRIDOR & RELEASE PRIOR EASEMENT FOR BUGLINE TRAIL
7
8

9 WHEREAS, Wisconsin Electric Power Company d/b/a We Energies, Time Warner
10 Entertainment Company, LP d/b/a Cablevision, and Level 3 Communications, LLC have
11 requested permission to construct, operate, maintain, repair, replace and extend overhead and
12 underground utility facilities within Waukesha County property, known as the Bugline Trail
13 Corridor, located in the Northwest Quarter of Section 26, Township 8 North, Range 19 East,
14 Village of Sussex, Waukesha County, Wisconsin, and
15

16 WHEREAS, it is deemed desirable to allow We Energies, Cablevision and Level 3
17 Communications, LLC to construct, install, operate, maintain, repair, replace and extend
18 overhead and underground utility facilities on Waukesha County's land for the purpose of
19 maintaining electrical and communication service to area properties, in the Village of Sussex, in
20 conjunction with the Main Street Reconstruction Project, and
21

22 WHEREAS, it is necessary to provide an easement from Waukesha County to We Energies,
23 Cablevision and Level 3 Communications, LLC for the purpose of constructing, installing,
24 operating, maintaining, repairing, replacing and extending overhead and underground utility
25 facilities on County-owned land, and
26

27 WHEREAS, a prior easement was granted to We Energies and Cablevision that did not include
28 Level 3 Communications, LLC, limited the number of poles and fixed their location, and
29

30 WHEREAS, the prior easement no longer serves the easement's purpose for Waukesha County,
31 We Energies and Cablevision.
32

33 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
34 that Waukesha County's grant of a Distribution Easement Overhead and Underground Utility
35 Easement ("Easement") to Wisconsin Electric Power Company, Time Warner Entertainment
36 Company, LP and Level 3 Communications, LLC, which will be recorded in the Office of the
37 Register of Deeds, is hereby approved.
38

39 BE IT FURTHER ORDAINED that the Director of the Department of Parks and Land Use may
40 execute said Easement on behalf of Waukesha County.
41

42 BE IT FURTHER ORDAINED that the Director of the Department of Parks and Land Use may
43 execute the release of the easement recorded on June 23, 2016 as Document No. 4214057 on
44 behalf of Waukesha County.

**DISTRIBUTION EASEMENT
OVERHEAD AND UNDERGROUND
ELECTRIC AND COMMUNICATIONS**

Document Number

WR NO. 3902562

IO NO. 75853

For the sum of \$600.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **WAUKESHA COUNTY, a municipal corporation**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, TIME WARNER ENTERTAINMENT COMPANY, LP doing business as Cablevision, and LEVEL 3 COMMUNICATIONS, LLC**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land 12 feet in width being part of Grantor's land known as the Bugline Recreational Trail located in the **Northwest 1/4 of Section 26, Township 8 North, Range 19 East** in the Village of Sussex, Waukesha County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawings, marked Exhibits "A" and "B," respectively, and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to allow Grantee to construct, install, operate, maintain, repair, replace and extend overhead and underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, and to construct, erect, operate, maintain and replace overhead utility facilities, including a line of not more than five (5) poles, along the centerline of the easement area, together with the necessary conductors, anchors, guy wires, underground cable, pedestals, riser equipment and all other appurtenant equipment above ground, as deemed necessary by Grantee, for the transmission and distribution of electric energy, signals, television and telecommunications services. The placement of all such poles and other structures within the easement area shall be in conformance with plans and/or drawings approved by Grantor, such approval not to be unreasonably withheld, conditioned or delayed. Trees, bushes, branches and roots may be trimmed within the 12-foot wide easement area by Grantee so as not to interfere with Grantee's use of the easement area. Prior to any such trimming, Grantee shall consult with the Waukesha County Department of Parks and Land Use in order to minimize any potential negative impacts of the trimming upon trees and bushes. No trees or bushes shall be removed from within the 12-foot wide easement area without the prior approval of the Waukesha County Park System, which approval shall not be unreasonably withheld conditioned or delayed provided that said removal is reasonably necessary for Grantee's full enjoyment of the rights granted herein. Grantee may not trim, cut down or remove trees and bushes outside the 12-foot wide easement area without prior approval of the Waukesha County Park System.
2. **Access:** Grantee or its agents shall have the right to enter and use the easement area with full right of ingress and egress over and across the easement area for the purpose of exercising its rights in the easement area. Except in the case of an emergency, Grantee or its agents shall provide Grantor 24 hours' advance notice of entry.
3. **Buildings or Other Structures:** Grantor agrees that no new structures will be erected in the easement area as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto. Grantee acknowledges that a County trail currently exists within the easement area.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Consistent Uses Allowed:** The Grantor reserves the right to use the easement area for purposes which are not inconsistent with the purpose of this easement nor interfere with the Grantee's full enjoyment of the easement rights granted herein. Grantor reserves the right to grant easement rights to other persons or entities as the Grantor deems

appropriate, provided the easement rights are not inconsistent with the purpose of this easement nor interfere with the Grantee's full enjoyment of the easement rights granted herein.

6. **Restoration:** Grantee agrees to restore or cause to have restored any and all damages to Grantor's land, including the Bugline Recreational Trail, which resulted from Grantee's entrance and/or performance of its work while in the exercise of its rights hereunder, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area and for which, where necessary under the terms hereof, Grantee has obtained prior approval to remove.
7. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
8. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
9. **Indemnify and Hold Harmless:** In consideration of the foregoing grant, it is understood that during the time said overhead and underground electrical facilities are located on the premises of the Grantor pursuant to this grant, Grantee will indemnify, defend, and save the Grantor, its successors and assigns, harmless from any and all claims for injury or death to any person or for damage to property of any person arising out of Grantee's or its agents' exercise of any of its rights under this easement; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its successors and assigns, Grantor's employees, agents and invitees.
10. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five-day review period.
11. **Governing Law:** This easement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
12. **Invalidity:** If any term or condition of this easement, or the application of this easement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this easement 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. **Entire Agreement:** This easement 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 easement and duly recorded in the Office of the Register of Deeds of Waukesha County, Wisconsin.
14. **Release of Recorded Easement:** Grantee releases all of its right, title and interest in the Grantor's land arising under its prior distribution easement recorded with the Waukesha County Register of Deeds on June 23, 2016 as Document No. 4214057.

[Signature Page Follows]

Grantor:

WAUKESHA COUNTY, a municipal corporation

By: _____

Dale R. Shaver, Director, Parks and Land Use

Dated: _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN
COUNTY OF WAUKESHA

This instrument was acknowledged before me on the _____ day of February, 2017 by Dale R. Shaver, Director of the Waukesha County Department of Parks and Land Use on behalf of Waukesha County.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires: _____

This instrument was drafted by Perri J. Petropoulis on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

R/W

R/W

R/W

R/W

MAIN ST

NORTH LINE OF THE NW 1/4 OF SEC 26, T8N, R19E

R/W

R/W

R/W

R/W

SILVER SPRING AVE

NORTH
(ASSUMED)

R/W

R/W

R/W

R/W

PARCEL 1
C.S.M. NO. 9454

PARCEL 2
C.S.M. NO. 9454

PAGE 01 OF 02

TRAILER TRAIL

END OF EASEMENT

PARCEL 1
C.S.M. NO. 3942

LINE	BEARING	DISTANCE
L4	N78°01'20"E	381.00'
L5	N78°50'13"E	264.5'
L6	N80°28'09"E	68.00'
L7	N81°21'27"E	57.50'
L8	N83°26'18"E	128.90'
L9	N89°14'58"E	104.28'
L10	N00°49'09"W	13.79'
L11	N87°13'40"E	82.98'
L12	N89°29'12"E	177.85'

KEY:

--- CENTERLINE OF A 12' WIDE UTILITY EASEMENT

DRAWN BY: T.L. BROWN
 DATE: JANUARY 17, 2017
 WR NUMBER: 3907665
 REVISIONS:



BEING LOCATED IN THE NW 1/4 AND NE 1/4 OF THE NW 1/4 OF SECTION 26,
 TOWNSHIP 08 NORTH, RANGE 19 EAST, VILLAGE OF SUSSEX,
 WAUKESHA COUNTY, WISCONSIN

1 SALE OF FORECLOSED OUTLOT 12 OF MINOR'S HOMESTEAD ADDITION NO. 3
2 SUBDIVISION TO THE WAUKESHA COUNTY LAND CONSERVANCY
3
4

5 WHEREAS, Waukesha County took ownership of an undeveloped outlot located within the
6 Minor's Homestead Addition No. 3 subdivision located within the Village of Mukwonago in
7 2016 through tax foreclosure, and
8

9 WHEREAS, the subject outlot is described as Outlot 12 in Minor's Homestead Addition No. 3,
10 being a redivision of Certified Survey Map No. 3099, in the Southeast 1/4 and Southwest 1/4 of
11 the Southwest 1/4 of Section 22, and part of the Northwest 1/4, Northeast 1/4 and Southwest 1/4
12 of the Northwest 1/4 of Section 27, Township 5 North, Range 18 East, Village of Mukwonago,
13 County of Waukesha, State of Wisconsin, and
14

15 WHEREAS, Outlot 12 is almost entirely wetland, and
16

17 WHEREAS, the wetlands on Outlot 12 are restricted from future development activities by the
18 preservation restrictions identified on Minor's Homestead Addition No. 3 subdivision plat, and
19

20 WHEREAS, in order to satisfy the recommendations of the Waukesha County Park and Open
21 Space Plan that the land be preserved for open space use, the developer of the subdivision plat
22 agreed to transfer Outlot 12 to the Waukesha County Land Conservancy, and
23

24 WHEREAS, Note 12 on the recorded Minor's Homestead Addition No. 3 subdivision plat states
25 that Outlot 12 is to be conveyed by the developer of the subdivision to the Waukesha Land
26 Conservancy or a similar non-profit land conservancy group, or a governmental or quasi-
27 governmental body, and
28

29 WHEREAS, Waukesha County granted Conditional Certification of No Objection to the Minor's
30 Homestead Addition No. 3 subdivision plat via a letter dated July 21, 2006 contingent upon
31 several conditions, and
32

33 WHEREAS, Condition No. 10 of Waukesha County's July 21, 2006 Conditional Certification of
34 No Objection to Minor's Homestead Addition No. 3 required that Outlot 12 be deeded to the
35 Waukesha County Land Conservancy at the same time as recordation of the subdivision plat, and
36

37 WHEREAS, Outlot No. 12 has not, to date, been deeded to the Waukesha County Land
38 Conservancy as required by Condition No. 10 of Waukesha County's July 21, 2006 Conditional
39 Certification of No Objection to the Final Plat, and
40

41 WHEREAS, the property remains in violation of Waukesha County's 2006 Conditional
42 Certification of No Objection, and
43

44 WHEREAS, Waukesha County as the current owner of Outlot 12, assumes responsibility for the
45 existing above described plat violation, and
46

47 WHEREAS, the transfer of Outlot 12 to the Waukesha County Land Conservancy would resolve
48 the outstanding violation of the County's Conditional Certification of the Minor's Homestead
49 Addition No. 3 subdivision plat, and

50

51 WHEREAS, the County has incurred \$869.15 in previous taxes due, title search and certified
52 mailings, and

53

54 WHEREAS, Waukesha County Land Conservancy is agreeable to receiving this property and
55 paying all incurred County expenses.

56

57 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
58 to sell Outlot 12 of Minor's Homestead Addition No. 3 to the Waukesha County Land
59 Conservancy. The property will be sold as-is with no written or implied warranties.

60

61 BE IT FURTHER ORDAINED that the County Executive and the County Clerk are authorized
62 to execute a quitclaim deed and any other documents necessary to effectuate the sale of Outlot 12
63 of Minor's Homestead Addition No. 3 to the Waukesha County Land Conservancy for the sum
64 of \$869.15 plus any closing costs.

65

66 BE IT FURTHER ORDAINED that revenue generated through this sale be deposited into the
67 Waukesha County Treasurer's In Rem Foreclosure account.

1 MODIFY THE 2016 TRANSPORTATION FUND BUDGET FOR ADDITIONAL STATE
2 DISCRETIONARY MAINTENANCE WORK AND COUNTY TRAFFIC SIGNAL REPAIR
3
4

5 WHEREAS, the Waukesha County Public Works Transportation Fund accounts for expenditures
6 and revenues associated with the maintenance of the State and County Trunk Highway systems,
7 and
8

9 WHEREAS, the State of Wisconsin reimburses the County for labor, equipment, material,
10 administration and indirect expenses associated with work performed on the State Trunk
11 Highway system, and
12

13 WHEREAS, most of the work associated with State projects is routine and reimbursed through
14 the annual Routine Maintenance Agreement (RMA), and
15

16 WHEREAS, in 2016, the State requested additional, unplanned asphalt repair work to be
17 completed through a Discretionary Maintenance Agreement (DMA), and
18

19 WHEREAS, the extent of this work was not known to Waukesha County until the fourth quarter
20 of 2016, and
21

22 WHEREAS, the full cost of this additional asphalt repair work totaled close to \$241,000, with
23 almost \$220,000 of this for material expenses, and
24

25 WHEREAS, the State will reimburse the County for the additional expenses related to the
26 asphalt repair project, and the County cannot cover the expense within 2016 Operating Expenses
27 budget authority, and
28

29 WHEREAS, the County repairs County-owned traffic signals damaged in accidents, and
30

31 WHEREAS, the County receives reimbursement for some of the expenses related to repairing
32 the damaged County-owned traffic signals, and
33

34 WHEREAS, there was a higher than anticipated number of repairs in 2016, which also resulted
35 in a higher than anticipated amount of reimbursement revenues received in 2016.
36

37 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
38 that the Department of Public Works – Transportation Fund 2016 budget be modified by
39 increasing General Governmental revenues by \$220,000, increasing Other Revenues by \$30,000,
40 and appropriating \$250,000 of Operating Expenses to provide for increased expenditures
41 associated with the State Highway Maintenance asphalt repair project and repair of County-
42 owned traffic signals resulting from accidents.

FISCAL NOTE

MODIFY THE 2016 TRANSPORTATION FUND BUDGET FOR ADDITIONAL STATE DISCRETIONARY MAINTENANCE WORK AND COUNTY TRAFFIC SIGNAL REPAIR

This ordinance appropriates an additional \$250,000 of budget authority in the operating expense appropriation unit for the Transportation Fund in 2016 to cover above-budget spending related to maintenance of State Highways and repair of traffic signals on County Highways. The ordinance also increases the revenue budget by a total of \$250,000 to offset these higher costs (described below).

Above-budget expenses include pavement repair work on State Highways that the Department performed through a Discretionary Maintenance Agreement (DMA) with the Wisconsin Department of Transportation (WisDOT). DMA expenses totaled about \$241,000, with \$220,000 related to operating expenses for materials such as crack filler. (The remainder of the \$241,000 consists of labor and equipment expenses which are covered in the existing base budget.) Department management indicates that level of work required was not known until the fourth quarter of 2016. Similar to the normal Routine Maintenance Agreement (RMA), WisDOT reimburses the County for all costs related to State highway projects. These reimbursement revenues, included in this ordinance to offset costs, were not included in the 2016 adopted budget.

In addition, the cost for repairing traffic signals damaged in vehicle accidents is over budget by about \$30,000 in 2016. This ordinance also includes an additional \$30,000 of reimbursement revenues that the department received for some repairs to cover these above budget repair costs.

This ordinance results in no additional tax levy impact.



Linda G. Witkowski
Budget Manager
1/30/2017

WPD
JE 2016-00012262



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: February 8, 2017
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Appointment of Citizen Member to the Airport Operations Commission

I am pleased to submit to the County Board for your consideration, the appointment of Gary Glojek to the Airport Operations Commission. He will be fulfilling the unexpired term of Aldo Madrigrano, who recently resigned. Gary Glojek's term, if appointed, will expire in July of 2019.

PF:kb

cc: Kathleen O. Novack
Allison Bussler



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: February 8, 2017
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Appointment of Supervisor Chuck Wood to the Health and Human Services Board

I am pleased to submit to the County Board for your consideration, the appointment of Waukesha County Board Supervisor Chuck Wood to the Health and Human Services Board. He will be fulfilling the position left by Supervisor Duane Paulson. His term will expire in April of 2018.

Thank you

PF:kb

cc: Kathleen O. Novack
Antwayne Robertson



Waukesha County
Office of the County Executive

MEMO:

DATE: February 8, 2017
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Reappointment of Waukesha County Surveyor

I am pleased to submit to the County Board, for your consideration, the re-appointment of Robert W. Merry, of the Southeastern Wisconsin Regional Planning Commission (SEWRPC), P.O. Box 1607, Waukesha, 53187 as Waukesha County Surveyor. His term would expire January 1, 2018. Thank you for your swift consideration.

PF:kb

cc: Kathleen O. Novack
Dale Shaver

1 AMEND THE 2017 SHERIFF'S DEPARTMENT BUDGET FOR THE EXPENDITURE
2 OF SEIZED FUNDS TO PARTICIPATING AGENCIES IN FEBRUARY 2017
3
4

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

8 WHEREAS, the Sheriff's Department has such assets that had not been allocated during the
9 2017 budget process, and
10

11 WHEREAS, the Sheriff's Department has agreed to allocate a percentage of assets received to
12 participating Metro Unit agencies.
13

14 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
15 that federal seized assets received and reserved in general fund balance be appropriated by
16 increasing in the 2017 Budget General Fund Balance account by an amount not to exceed \$3,973
17 and increasing the Operating Expense appropriation unit by an amount not to exceed \$3,973 to
18 allow for the distribution of funds to participating Metro Unit agencies in accordance with
19 federal seized asset guidelines.

FISCAL NOTE

AMEND THE 2017 SHERIFF'S DEPARTMENT BUDGET FOR THE EXPENDITURE OF SEIZED FUNDS TO PARTICIPATING AGENCIES IN FEBRUARY 2017

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. The Sheriff's Department receives funds from the Federal Government and acts as a trustee for a portion of these funds on behalf of participating Metro Drug Unit agencies.

According to Sheriff's Department staff, the Department annually distributes a share of Federal asset forfeiture seized funds received to participating Metro Drug Unit agency communities based on their participation status at the time of each seizure. Sheriff staff has determined that an amount not to exceed \$3,973 will be disbursed to Metro Drug Unit participating police agencies. The following participating agencies will receive seizure fund revenue: City of Waukesha (\$835); City of New Berlin (\$826); City of Brookfield (\$826); Village of Menomonee Falls (\$826); City of Muskego (\$165); Village of Hartland (\$165); Village of Pewaukee (\$165); and Village of Elm Grove (\$165).

This ordinance results in no additional direct tax levy impact in 2017.



Linda G. Witkowski
Budget Manager

MY
JE#2017-00000966

1 AUTHORIZE THE WAUKESHA COUNTY SHERIFF'S DEPARTMENT TO CONTRACT
2 WITH THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION TO
3 PROVIDE TRAFFIC ENFORCEMENT SERVICES AND MODIFY THE 2017
4 SHERIFF'S DEPARTMENT BUDGET FOR THE CONTRACT
5
6

7 WHEREAS, the State of Wisconsin Department of Transportation (DOT) is managing a
8 construction project on Capitol Drive from Five Fields Road to Wethersfield Road in the City of
9 Pewaukee, and
10

11 WHEREAS, Capitol Drive is a major thoroughfare for traffic especially during morning and
12 evening rush hour periods, and
13

14 WHEREAS, the State DOT is anticipating that a police presence during the construction project
15 could help ensure the safety, accessibility and mobility of the traveling public, and
16

17 WHEREAS, the State DOT is further anticipating that a police presence may be necessary to
18 safely assist construction staff with roadway closures, lane deviations, and equipment movement,
19 and
20

21 WHEREAS, the State DOT has requested the assistance from the Waukesha County Sheriff's
22 Department to provide the desired police presence, and
23

24 WHEREAS, the Waukesha County Sheriff's Department anticipates that the additional patrol
25 requested could be provided by Department staff largely utilizing overtime, and
26

27 WHEREAS, the State DOT is willing to reimburse the Waukesha County Sheriff's Department
28 for costs incurred to provide additional patrol in the project area from April 2017 through
29 December 2017.
30

31 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
32 that the contract for service on file with the Waukesha County Sheriff's Department can be
33 executed by the Sheriff to provide traffic enforcement in the Capitol Drive project area.
34

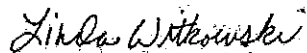
35 BE IT FURTHER ORDAINED that the Waukesha County Sheriff's Department 2017 Budget be
36 modified by increasing General Government Revenue by \$63,000 and authorizing the
37 appropriation of \$60,000 for additional Personnel Costs and \$3,000 of Interdepartmental Charges
38 to provide the additional traffic enforcement requested by the Wisconsin Department of
39 Transportation.

FISCAL NOTE

AUTHORIZE THE WAUKESHA COUNTY SHERIFF'S DEPARTMENT TO
CONTRACT WITH THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION
TO PROVIDE TRAFFIC ENFORCEMENT SERVICES AND MODIFY THE 2017
SHERIFF'S DEPARTMENT BUDGET FOR THE CONTRACT

This ordinance authorizes the Waukesha County Sheriff's Department to execute a contract with the State of Wisconsin Department of Transportation to provide additional traffic enforcement on Capitol Drive from Five Fields Road to Wethersfield Road during a State construction project beginning in April 2017 and concluding in December 2017. Due to the volume of traffic on Capitol Drive, additional police presence will insure safety and assist construction staff with traffic control for the project. The State contract will reimburse the Waukesha County Sheriff's Department for personnel (mostly overtime) and vehicle expenses incurred to provide the additional traffic enforcement services up to \$79,450. Reimbursement rates include salary and fringe benefits of patrol and supervisory staff and vehicle costs for fuel and maintenance.

The ordinance modifies the Sheriff's 2017 budget to increase personnel costs by \$60,000 for approximately 1,000 hours of overtime (salary, social security and retirement) and increase interdepartmental charges from Central Fleet by \$3,000 for additional fuel and vehicle maintenance costs. Increased revenue of \$63,000 will fund these expenditures resulting in no impact to County levy. Remaining revenue, if earned, will fund existing 2017 base budget expenditures.



Linda G. Witkowski
Budget Manager

MY
JE# 2017-00000949

1 ACCEPT WISCONSIN PRESCRIPTION DRUG/OPIOID OVERDOSE-RELATED DEATHS
2 PREVENTION PROJECT GRANT, CREATE ONE SUNSET CLINICAL THERAPIST
3 POSITION, AND MODIFY DEPARTMENT OF HEALTH AND HUMAN
4 SERVICES 2017 BUDGET TO APPROPRIATE GRANT EXPENDITURES
5
6

7 WHEREAS, the State of Wisconsin Department of Health Services has made available
8 Prescription Drug Overdose-related deaths (WI-PDO) prevention project grant funds of
9 \$225,000 in 2017 to the Waukesha County Department of Health and Human Services,
10 renewable through 2021, and
11

12 WHEREAS, available grant award revenues were not anticipated nor included in the 2017
13 budget, and
14

15 WHEREAS, the grant seeks to reduce the number of opiate related deaths in the county through
16 identified best practices, and
17

18 WHEREAS, the Waukesha County Department of Health and Human Services will study the
19 county's current environment related to opioid overdoses to measure the capacity for prevention
20 and reduction in over-dose related deaths through the expansion of training, use and distribution
21 of the opiate reversal agent Naloxone (Narcan), and
22

23 WHEREAS, the Department of Health and Human Services will work with local communities
24 and stakeholder groups to develop a comprehensive strategy to address opioid overdose-related
25 deaths, and
26

27 WHEREAS, Health and Human Services management has identified the need to add one, full-
28 time Clinical Therapist with technical expertise to train existing county crisis workers and
29 directly connect opioid overdose survivors and their families with peer support groups and
30 available resources, and
31

32 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
33 that the Waukesha County Department of Health and Human Services is authorized to accept the
34 State of Wisconsin Prescription Drug/Opioid Overdose-related deaths (WI-PDO) prevention
35 project grant award of up to \$225,000 from the State of Wisconsin Department of Health
36 Services for efforts related to opioid overdose prevention.
37

38 BE IT FURTHER ORDAINED that 1.00 FTE full-time, sunset Clinical Therapist position (Open
39 Range 12, \$28.52/hour - \$37.73/hour), be created in the Department of Health and Human
40 Services.
41

42 BE IT FURTHER ORDAINED that continuation of this position be subject to the continued
43 funding by the State of Wisconsin related to the WI-PDO prevention project, and that this
44 position will be reduced or sunset as funding is reduced or terminated.
45

46 BE IT FURTHER ORDAINED that the 2017 Health and Human Services Budget be modified to
47 appropriate expenditures of \$225,000 for grant activities by increasing Personnel Costs \$79,400
48 and Operating Expenses by \$145,600 and increasing General Governmental revenues by
49 \$225,000.

FISCAL NOTE

ACCEPT WISCONSIN PRESCRIPTION DRUG/OPIOID OVERDOSE-RELATED DEATHS PREVENTION PROJECT GRANT, CREATE ONE SUNSET CLINICAL THERAPIST POSITION, AND MODIFY DEPARTMENT OF HEALTH AND HUMAN SERVICES 2017 BUDGET TO APPROPRIATE GRANT EXPENDITURES

This ordinance authorizes the Waukesha County Department of Health and Human Services (DHHS) to accept up to \$225,000 of Wisconsin Prescription Drug/Opioid Overdose-related deaths (WI-PDO) prevention project grant funding award from the State Department of Health Services for 2017. It also creates a 1.00 FTE Clinical Therapist (full-year cost estimated at \$100,400) sunset position related to this funding.

This ordinance modifies the Health and Human Services 2017 Budget by appropriating \$225,000 in additional expenditure authority by increasing Personnel Costs \$79,400 to reflect the 1.00 FTE Clinical Therapist for the remainder of 2017, and Operating Expenses of \$145,600. Intergovernmental revenues will be increased \$225,000 to reflect the grant revenue.

Expenditures will increase as follows:

\$ Amount	Budget Item
\$79,400	1.00 FTE Clinical Therapist sunset position to train existing county crisis workers and connect opioid overdose survivors and their families with peer support groups and available resources
\$45,500	Naloxone/Narcan Drug Supply Costs (approximately 2,100 doses)
\$41,200	Contracted services for environmental scan, opioid first responder training events
\$39,600	Part-time, contracted Registered Nurse to mainly provide Naloxone (Narcan) training and educational support to county staff and partners
\$10,100	Travel costs and conference related fees
\$9,200	Program supplies including brochures, training materials, and telephone/computer equipment
\$225,000	Total

This ordinance has no direct impact on the 2017 tax levy.

Linda Witkowski

Linda Witkowski

Budget Manager

2/7/17

BAJ # 2017-00001100

1 TRANSFER CARRYOVER FUNDS FROM 2016 UNEXPENDED
2 - APPROPRIATIONS TO 2017 BUDGETED APPROPRIATIONS
3
4

5 WHEREAS, funds were appropriated in the 2016 budget for certain items or services which, for
6 various reasons, were deferred to 2017, and
7

8 WHEREAS, requests of the departments for carrying over unspent funds and related revenues
9 from the 2016 budget are recommended for carry-over after review by the County Executive.
10

11 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
12 that a total of \$2,464,599 be carried forward from 2016 accounts into the 2017 budgets, to enable
13 the purchase of goods and services, as indicated on the carry-over schedule on file with the
14 County Clerk and made a part of this ordinance by reference.
15

16 BE IT FURTHER ORDAINED that the funding necessary to cover the carry-over expenditures
17 be provided by appropriating the related revenues in the amount of \$2,025,954 and related
18 2016 fund balance in the amount of \$438,645, for a total of \$2,464,599.

FISCAL NOTE

**REQUESTED CARRYOVERS
2016-2017**

County Board - \$57,000			
Account Number	Amount Approved	Project	Justification
100.530.5300.5330.0.6495	\$57,000	Internal Audit – Sheriff’s Department	The funds will be used to perform an audit of the Sheriff’s Department. Internal audit was going to try to get this audit contracted in the 2016 year, however, due to staffing issues in the Purchasing Division, the RFP process could not be completed.

Parks and Land Use - \$118,015			
Account Number	Amount Approved	Project	Justification
100.100.1020.1023.0.4021	\$325	Aquatic Invasive Species (AIS) Grant (\$17,965)	Grant cycle for Aquatic Invasive Species (AIS) Grant runs through February 15 th . This includes funds to cover 4 ½ months of expenses to be invoiced by Washington County. All expended funds will be reimbursed by the State.
100.100.1020.1023.0.5675	\$1,150		
100.100.1020.1023.0.5965	\$1,490		
100.100.1020.1023.0.6495	\$15,000		
100.100.1060.1062.MAINTN.7255	\$44,300	Menomonee Park Fertilizer Storage Building	Menomonee Park Fertilizer Storage Building Project is near completion; the roof replacement was bid out in Fall 2016 which resulted in one bid that was over-budget, likely because of our fall/winter timeline to complete. We are in the process of rebidding the roof work to be completed in 2nd quarter of 2017 and anticipate a more favorable bidding response. There is also concrete approach work to access doorways and electrical that will also be completed in the spring.

100.100.1060.1062.MAINTN.5712 100.100.1060.1062.MAINTN.7110	\$5,750 \$50,000	Expo Center – Meter Pit Replacement (\$55,750)	Discussions took place this year with the City of Waukesha Water Utility to replace the current water meter pit located at the Expo Center #2 entrance as it was determined to be unsafe for employees to enter for servicing the meter. In addition, it was determined that the water main was not sized properly to provide adequate fire protection to the two main buildings at Expo. In November a workable plan to replace the water pit and improve water delivery for fire protection purposes was provided. The plan moves the current water meter pit out of the driveway and into the Expo grounds and provides the necessary flow capacity to the two fire hydrants between the Arena and Forum, in addition to adding 3 additional meters to the Arena and irrigation system. Due to personnel and fire safety concerns this is a high priority project.
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Parks and Land Use – Materials Recycling Facility Fund - \$48,695			
Account Number	Amount Approved	Project	Justification
580.100.1090.1910.0.6495	\$9,695	Operations Equipment Replacement Plan Study	Funds were budgeted to study the operations equipment replacement plan to ensure that sufficient funds are being reserved since changes to the overall system have been made. Project delayed due to operating vendor not providing needed information in a timely manner.
580.100.1090.1920.0.5140 580.100.1090.1920.0.6220 580.100.1090.1920.0.6590	\$7,000 \$20,000 \$12,000	Recycle Right Education Program	Funds budgeted for targeted mailings, postage, and media buys/promotions for the Recycle Right Education Program. Project was delayed as the program was re-developed and evaluated, and due to slow responses from some of the municipal partners.

Sheriff - \$107,911			
Account Number	Amount Approved	Project	Justification
100.200.2012.2022.5191.HIDTA 100.200.2012.2022.5672.HIDTA 100.200.2012.2022.5675.HIDTA	\$10,000 \$1,201 \$21,010	High Intensity Drug Trafficking Area (HIDTA) Grant (\$32,211)	The Waukesha County Board approved ordinance 171-O-026, 170-O-094, and the 2016 budget which appropriated a total of \$70,508 awarded to the Waukesha County Sheriff's Department from the Office of National Drug Control Policy for drug investigation and enforcement efforts. Per HIDTA policies, the Sheriff's Department has two years to spend funds allocated for investigation and enforcement efforts. The Sheriff's Department spent all but \$32,211 and is requesting to carry over this money from 2016 to 2017 so that it can be spent on HIDTA eligible expenses within the eligible timeframe.
100.200.2024.2000.0.6590	\$7,500	Prison Rape Elimination Act (PREA) Audit	These funds were budgeted for the PREA (Prison Rape Elimination Act) audit. This federal legislation requires the Department to have an audit done at the Department's expense in order to continue to hold federal and state inmates. The audit portion of this legislation is still being rolled out. Because the audit must be completed every three years once they begin and because the audit process is still very new, the Department is waiting to conduct the audit until notified to complete the audit. This audit is only completed every three years so it was not budgeted for 2017 as the Department budgeted the funds in 2016

Sheriff - \$107,911

Account Number	Amount Approved	Project	Justification
100.200.2012.2022.0.5966 100.200.2016.2016.0.5965 100.200.2024.2000.0.5965 100.200.2036.2011.0.5966	\$1,500 \$9,000 \$3,500 \$3,000	Polygraph Operator Training (\$17,000)	<p>In September, the Sheriff's Department completed a review of the deputy and correctional officer recruitment process to determine why it takes the Department so long to hire staff. Following the review, one of the major issues identified is that there is only one certified polygraph operator for the Department to conduct staff interviews. When the need for an additional polygraph operator was identified, Sheriff's Administration instructed Command Staff not to spend their entire allotted training budgets so that there would be money remaining to send a second Detective to a polygraph school. The training takes approximately 10 weeks to complete and due to the specialized nature of the course, it is not held in state. Although Command Staff reserved training funds to pay for the course within their specific budgets, there wasn't a class that was being held that the Department staff could attend by the end of the year.</p>

100.200.2024.2095.0.5695 100.200.2030.2095.0.5695	\$20,300 \$5,400	Jail Equipment Replacement Plan – Security Equipment (\$25,700)	The Department budgeted funds for the replacement of different types of cameras at the jail and Huber. Cameras are currently replaced on an “as needed basis” because the cameras are specific to the area that they are monitoring (pan-tilt-zoom vs fixed or timed vs not timed) and because the Department does not want to have a significant number of analog cameras in stock as staff is working with consultants to transition the current analog system to digital as analog technology is being phased out of the security industry. The Department has a capital project to replace the security electronics system in 2019. As many of these cameras are continuing to age, the Department anticipates needing this money to continue to replacement equipment until the capital project is implemented.
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Sheriff - \$107,911			
Fund/Cost Center/ Account/Program	Amount Approved	Project	Justification
100.200.2024.2095.0.5676	\$3,600	Jail Equipment Replacement Plan – Office Equipment	The jail has been dealing with chairs that are not wearing well so they have been testing chairs to see how they wear before making a significant purchase of them. The Department needed the time to see how they will wear.
100.200.2024.2095.0.7300	\$21,900	Jail Equipment Replacement Plan – Walk In Cooler	Walk-In cooler and walk-in freezer work was not completed in 2016. Taking this equipment off-line is an involved process as the Department has to rent cooling equipment in order to store the food during the repair. While some work was done on the walk in freezer, not all of the work was completed on the on the walk in cooler or freezer so the Department is requesting to carry some of the funds over to 2017 to complete the project.

District Attorney - \$22,200

Account Number	Amount Approved	Project	Justification
100.230.2320.2302.0.6958	\$22,200	Closed File Imaging	Records Management staff has indicated that there is a large volume of the Department's 2016 imaging work that was not completed during the year. Department is requesting carryover of funds so this work can be completed in 2017.

Emergency Preparedness- \$45,000

Account Number	Amount Approved	Project	Justification
100.240.2400.2411.0.7300	\$45,000	Zetron Fire Paging System Upgrade	This is the system used to send dispatch notifications out to Ambulance and Fire stations from the Communications Center. The upgrade requires significant programming time from the Radio Services staff. Because of the Trunked radio system upgrade in 2016, Radio Services staff were not available to do the Zetron work. Work is anticipated to begin by mid-year to complete the paging system upgrade.

Federated Library - \$19,189

Fund/Cost Center/ Account/Program	Amount Approved	Project	Justification
210.130.1320.1329.0.6582	\$6,500	LSTA Increasing Awareness of Inclusive Services in Southeast Wisconsin	Department was notified of the grant award in the 3 rd quarter of 2016, and is working with Southeastern Wisconsin libraries, to review proposals related to studying library accessibility and improvements. Staff anticipate grant completion in the 1 st quarter of 2017.
210.130.1320.1321.BLOCK.5723	\$12,689	LSTA Technology Block Grant	Per Library staff, remaining state grant funds to be allocated towards e-commerce software implementation throughout the library system. Project is currently under review by DOA-Purchasing staff, and is anticipated to be completed in the 1 st quarter of 2017.

Public Works – Transportation Fund - \$10,000			
Fund/Cost Center/ Account/Program	Amount Approved	Project	Justification
240.400.4710.4710.0.7310	\$10,000	Tar Kettle Loader	This is an attachment to the Tar Kettles that are replaced in the Vehicle Replacement Plan, which reduces the stress on employees shoulder when loading the tar kettle. Staff has decided that in order to get the best bid price on a Tar Kettle (to be replaced in 2017 through the VRP), it would be best to carry over the funds into 2017 and bid out the Tar Kettle and the Attachment together. Moving forward, the Tar Kettle and the Loader Attachment will be replaced at the same time through the Vehicle Replacement Fund.

Community Development Fund - \$1,956,589			
Fund/Cost Center/ Account/Program	Amount Approved	Project	Justification
250.100.1800.1800.0.6765	\$11,724	CDBG Administrati on	Unexpended administrative funds from Federal CDBG Grant.*
250.100.1800.1800.0.6765	\$12,296	CDBG Entitlement Grants	Uncommitted and unencumbered funds available for the CDBG Board to allocate for out-of-cycle and emergency projects.*
250.100.1800.1800.0.6766	\$932,820	CDBG Revolving Loan Funds	Funds returned on economic development loans to be revolved for future loans approved by the CDBG Board.*

Community Development Fund - \$1,956,589			
Fund/Cost Center/ Account/Program	Amount Approved	Project	Justification
250.100.1800.1800.0.6767	\$16,339	CDBG Program Income	Funds returned on housing development projects to be revolved for future projects approved by the CDBG Board.*
250.100.1810.1810.0.5999	\$179,465	HOME Administrati on	Unexpended administrative and marketing funds from Federal CDBG HOME Grant.*
250.100.1810.1810.0.6765	\$645,042	HOME Entitlement Grants	Grant funds plan to be allocated by the HOME Board in 2017.*

250.100.1810.1810.0.6766	\$23,517	HOME Program Income	Funds returned on housing development projects to be revolved for future projects approved by the HOME Board.*
250.100.1840.1840.0.5999 250.100.1840.1840.0.6765	\$8,541 \$126,845	Neighborhood Stabilization Program (NSP) Grant (\$135,386)	Unexpended and unencumbered balance of the NSP grant for the purchase of foreclosed properties.*

Administration – End User Technology Fund - \$80,000			
Account Number	Amount Approved	Project	Justification
490.500.5133.5133.0.6590	\$80,000	Help Desk Implementation	An RFP for a new Help Desk vendor was completed in late 2016 and the new vendor will be implemented in 2017. Request is to carryover 2016 funds for the transition to the new vendor. Last transition due to vendor change occurred in 2004.

Grand Total	\$2,464,599
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* NOTE: CDBG funding for the most part follows the Federal Fiscal Year (October through September). These carryover requests allow the CDBG fund to match the County's Budget Year

1 AUTHORIZE THE ISSUANCE OF NOT TO EXCEED \$10,000,000 GENERAL
2 OBLIGATION PROMISSORY NOTES FOR CAPITAL PROJECTS
3
4

5 WHEREAS, Waukesha County, Wisconsin (the "County") is in need of an amount not to exceed
6 \$10,000,000 for the public purpose of paying the cost of capital projects included in the County's
7 2017 Capital Projects Expenditure Plan consisting of justice and law enforcement projects;
8 public works projects; general administration projects; and parks, environment and education
9 projects; and
10

11 WHEREAS, it is desirable to authorize the issuance of general obligation promissory notes for
12 such purpose pursuant to Chapter 67 of the Wisconsin Statutes.
13

14 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
15 that the County may borrow an amount not to exceed \$10,000,000 by issuing general obligation
16 promissory notes for the public purpose of paying the cost of capital projects included in the
17 County's 2017 Capital Projects Expenditure Plan consisting of justice and law enforcement
18 projects; public works projects; general administration projects; and parks, environment and
19 education projects.
20

21 BE IT FURTHER ORDAINED that there be and there hereby is levied on all the taxable
22 property in the County a direct, annual tax in such years and in such amounts as are sufficient to
23 pay when due the principal and interest on such notes.
24

25 BE IT FURTHER ORDAINED that this action by the County Board of Supervisors is taken
26 pursuant to Section 67.12(12), Wis. Stats., and is intended to constitute a "resolution" for
27 purposes of that section.