

172nd BOARD YEAR
LEGISLATIVE ITEMS RECEIVED FOR COMMITTEE REFERRAL

File No.	Rec/Ref	Referred to:	Title
172-A-026	08/21/17 09/07/17	Executive	APPT: Christine Howard to the Aging and Disability Resource Center (ADRC) Advisory Board
172-A-027	08/21/17 09/07/17	Executive	APPT: Rev. Dr. Michelle Ann Oberwise Lacock to the Mukwonago Community Library Board of Trustees
172-O-038	09/06/17 09/07/17	Judiciary Finance	ORD: Authorize The City Of Oconomowoc Fire Services To Join Waukesha County Dispatch Center At A Pro-Rated Rate
172-O-039	09/06/17 09/07/17	HR Finance	ORD: Establish Employee Retention/Severance Policy
172-O-040	10/04/17 10/05/17	Land Use	ORD: Comprehensive Zoning Map Amendments To The Town of Lisbon District Zoning Map (ZT-1701D)
172-O-041	10/04/17 10/05/17	Land Use	ORD: Repeal and Recreate The Town of Waukesha Zoning Code and District Zoning Map (ZT-1847)
172-O-042	10/04/17 10/05/17	Land Use	ORD: Approve Permanent Access Easement To The Village Of Sussex For The Purpose Of Allowing Public Pedestrian And Non-Motorized Access On Waukesha County Property Known As The Bugline Trail Corridor
172-O-043	10/04/17 10/05/17	Land Use	ORD: Authorize Participation In Wisconsin Outdoor Motorized Recreational Trails Aid For Waukesha County Snowmobile Trails
172-O-044	10/04/17 10/05/17	Executive Land Use Finance	ORD: Approve Orchard Ridge Landfill Eastern Expansion Agreement
172-O-045	10/04/17 10/05/17	HR Finance	ORD: Modify The 2017 Corporation Counsel, Child Support Division Budget To Appropriate Additional Revenue
172-O-046	10/04/17 10/05/17	HR Finance	ORD: Approve 2018 Position Changes Through Creation, Abolishment, Reclassification, And Equity Adjustment
172-O-047	10/04/17 10/05/17	Finance	ORD: Cancel 2014 Unredeemed Checks Issued by County Treasurer
172-O-048	10/04/17 10/05/17	Finance	ORD: Adopt 2018 Waukesha County Budget
172-O-049	10/05/17 10/06/17	Judiciary Finance	ORD: Authorize The City Of Oconomowoc Fire Services To Join Waukesha County Dispatch Center At A Revised Pro-Rated Rate
172-O-050	11/07/17 11/09/17	Land Use	ORD: Amend The Waukesha County Shoreland And Floodland Protection Ordinance To Incorporate Revised Language Related To Citation Forfeitures And Modifications To The Forfeiture Schedule Of The Waukesha County Shoreland And Floodland Protection Ordinance (SZ-1459P)
172-O-051	11/07/17 11/09/17	Land Use	ORD: Amend The District Zoning Map Of The Town Of Brookfield Zoning Code By Rezoning Certain Lands Located In Part Of The SE ¼ Of Section 30, T7N, R20E, Town Of Brookfield, Waukesha County, Wisconsin, From The B-3 Office And Professional Business District To The B-2 Limited General Business District (ZT-1860)

172nd BOARD YEAR

LEGISLATIVE ITEMS RECEIVED FOR COMMITTEE REFERRAL

File No.	Rec/Ref	Referred to:	Title
172-O-052	11/07/17 11/09/17	Land Use	ORD: Amend The District Zoning Map Of The Town Of Vernon Zoning Code By Conditionally Rezoning Certain Lands Located In Part Of The NE ¼ Of Section 1, T5N, R19E, Town Of Vernon, Waukesha County, Wisconsin, From The A-5 Mini-Farm District To The B-3 General Business District (ZT-1854)
172-O-053	11/07/17 11/09/17	Land Use	ORD: Amend The District Zoning Map Of The Town Of Lisbon Zoning Code By Rezoning Certain Lands Located In Part Of The W ½ Of The NE ¼ Of Section 29, T8N, R19E, Town Of Lisbon, Waukesha County, Wisconsin, From The A-10 Agricultural District To The R-1 Suburban Single Family Residential District (ZT-1858)
172-O-054	11/07/17 11/09/17	Land Use	ORD: Amend The Text Of The Town Of Brookfield Zoning Code To Create Section 17.02(14)(b)4.I. Relating To Adult Daycare Facilities (ZT-1859)
172-O-055	11/07/17 11/09/17	Land Use	ORD: Amend The Waukesha County Zoning Code To Incorporate Revised Language Related To Citation Forfeitures And Modify The Zoning Code Forfeiture Schedule (CZ-1459Q)
172-O-056	11/08/17 11/09/17	Land Use Finance	ORD: Modify The 2017 Budget Of The Parks And Land Use Department To Appropriate Additional Expenditure Authority For The Land Information System Division
172-A-028	11/07/17 11/09/17	Executive	APPT: Sonia Miranda to the Aging and Disability Resource Center Advisory Board
172-A-029	11/07/17 11/09/17	Executive	APPT: Eric Holmes to the Veterans' Service Commission
172-A-030	11/07/17 11/09/17	Executive	APPT: Amy Reichert to the Bridges Library Board
172-A-031	11/07/17 11/09/17	Executive	APPT: Nancy Wilhelm to the Bridges Library Board
172-A-032	11/07/17 11/09/17	Executive	APPT: Jean Yeomans to the Bridges Library Board
172-R-003	11/08/17 11/09/17	Executive Finance	RES: Authorizing Entry Into An Intergovernmental Cooperation Agreement Relating To The "Wisconsin Investment Series Cooperative" And Authorizing Participation In The Investment Programs Of The Fund
172-O-057	11/07/17 11/09/17	Executive Finance	ORD: Amend Waukesha County Code Of Ordinances To Modify Waukesha County Investment Policy
172-O-058	11/07/17 11/09/17	Judiciary Finance	ORD: Approve Verizon Cell Tower And Ground Lease At The Davidson Road Tower

1 AMEND THE WAUKESHA COUNTY SHORELAND AND FLOODLAND PROTECTION
2 ORDINANCE TO INCORPORATE REVISED LANGUAGE RELATED TO CITATION
3 FORFEITURES AND MODIFICATIONS TO THE FORFEITURE SCHEDULE OF THE
4 WAUKESHA COUNTY SHORELAND AND FLOODLAND PROTECTION ORDINANCE
5 (SZ-1459P)
6
7

8 WHEREAS the Waukesha County Board of Supervisors enacted the Waukesha County
9 Shoreland and Floodland Protection Ordinance on January 23, 1970; and
10

11 WHEREAS, the Waukesha County Board of Supervisors may make amendments to such
12 Ordinance pursuant to Section 59.692, Wisconsin Statutes; and
13

14 WHEREAS, the Waukesha County Department of Parks and Land Use, Planning and Zoning
15 Division Staff is in the process of undertaking a review of the current Shoreland and Floodland
16 Protection Ordinance and have recommended certain amendments to the Ordinance; and
17

18 WHEREAS, the proposed amendments have been the subject of a public hearing held on
19 October 19, 2017, following the notice and procedures of Section 59.692, Wisconsin Statutes;
20 and
21

22 WHEREAS, the proposed amendments have been duly referred, considered and approved by the
23 Waukesha County Park and Planning Commission at its meeting of October 19, 2017; and
24

25 WHEREAS, the proposed amendments are on file in the Waukesha County Department of Parks
26 and Land Use, Room AC 230, 515 W. Moreland Blvd., Waukesha, Wisconsin; and
27

28 WHEREAS, the Waukesha County Park and Planning Commission has forwarded the proposed
29 amendments and the Staff Report and Recommendation to the Land Use, Parks and Environment
30 Committee and to the Waukesha County Board of Supervisors with its recommendation that the
31 proposed amendments be approved.
32

33 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
34 that the text of the Waukesha County Shoreland and Floodland Protection Ordinance and the
35 violation forfeiture schedule of the Waukesha County Shoreland and Floodland Protection
36 Ordinance are hereby amended in accordance with the proposed amendments adopted by the
37 Land Use, Parks and Environment Committee and on file with the Waukesha County
38 Department of Parks and Land Use and the Waukesha County Clerk.
39

40 BE IT FURTHER ORDAINED that this Ordinance shall become effective upon passage and
41 publication.
42

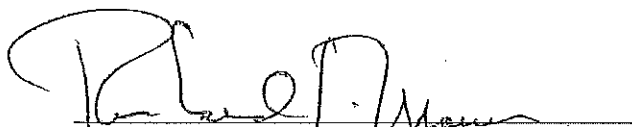
43 BE IT FURTHER ORDAINED that the Waukesha County Clerk shall file a certified copy of
44 this Ordinance with each of the Town Clerks within Waukesha County.

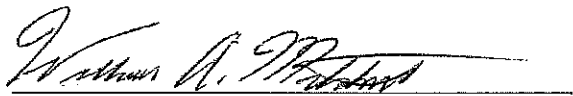
COMMISSION ACTION

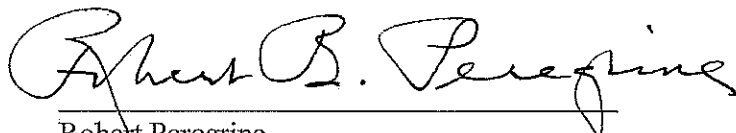
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Waukesha County Shoreland and Floodland Subdivision Control Ordinance, hereby recommends **approval** of **(SZ-1459P Waukesha County Park and Planning Commission - Text Amendments)** in accordance with the attached "Staff Report and Recommendation."

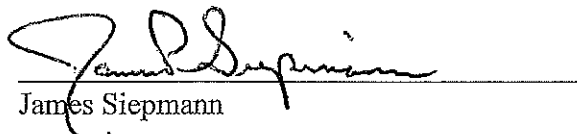
PARK AND PLANNING COMMISSION

October 19, 2017


Richard Morris, Chairperson


William Mitchell


Robert Peregrine


James Siepmann


William Maslowski

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE
STAFF REPORT AND RECOMMENDATION
TEXT AMENDMENTS TO THE
WAUKESHA COUNTY SHORELAND AND FLOODLAND PROTECTION ORDINANCE
AND FORFEITURE SCHEDULE

FILE NO.: SZ-1459P
DATE: October 19, 2017
PETITIONER: Waukesha County Park and Planning Commission

REQUEST:
Text amendments are proposed to the Waukesha County Shoreland and Floodland Protection Ordinance to incorporate revised language related to violations and the issuance of forfeitures. Modifications are also proposed to the violation forfeiture schedule.

PUBLIC HEARING DATE:
October 19, 2017.

PUBLIC COMMENT:
Public comment will be considered as part of the public hearing, which will take place on October 19, 2017, prior to the Plan Commission considering and acting on the request.

COMPLIANCE WITH THE COMPREHENSIVE DEVELOPMENT PLAN FOR WAUKESHA COUNTY:

The Shoreland and Floodland Protection Ordinance is a mechanism used to implement the goals and objectives of the County Development Plan. Enforcement provisions within the ordinance and an associated forfeiture schedule are critical to successful implementation of the Plan.

STAFF ANALYSIS:

Text amendments to the Waukesha County Shoreland and Floodland Protection Ordinance were enacted by the County Board in September of 2016. As a result of the text amendments, staff reviewed the existing forfeiture schedule and related ordinance text. It was determined that the following provisions require modification:

- The range of allowable forfeiture amounts do not accurately reflect the existing base forfeiture schedule adopted by the County Board in 2010.

The text amendments accurately reflect the existing forfeiture amounts.

- The code refers to assessments that do not apply to the implementation of the ordinance, such as domestic abuse or consumer information assessments.

The text amendments remove assessments that do not apply, but include any fees or assessments enacted by the Wisconsin Legislature.

- The code requires that the County Board approve the base forfeiture, including assessments determined by the Wisconsin Legislature.

The text amendments only require County Board approval for adjustments to the base forfeiture, not for assessments enacted by the Wisconsin Legislature.

- Modifications are proposed to the forfeiture schedule in order to include sections of the code that were not previously included and to reflect new provisions, such as impervious surface, mitigation, and building footprint. The Wisconsin State Statutes also limits the maximum forfeiture allowed for floodplain related violations.

A copy of the proposed text amendments are attached as Exhibit "A." A copy of the "track changes" version (deletions in strike-through and text additions in italics with grey highlight) is attached as Exhibit "B." A copy of the proposed Forfeiture Schedule (additions and/or modifications in italics with grey highlight) is attached as Exhibit "C." The amendments are also available for viewing on the Planning and Zoning Division webpage at www.waukeshacounty.gov/planningandzoning - click "Draft Citation Schedule."

STAFF RECOMMENDATION:

It is the opinion of the Planning and Zoning Division Staff that this request be **approved**. The text amendments are minor in nature and are proposed to accurately reflect the practical application of the violation section of the Shoreland and Floodland Protection Ordinance. The modifications to the forfeiture schedule are proposed in order to include sections of the code that were not previously included and to reflect new provisions. The enforcement provisions of the code are critical to ensuring proper implementation of the Shoreland and Floodland Protection Ordinance and Comprehensive Development Plan.

Respectfully submitted,

Amy Barrows

Amy Barrows
Senior Planner

Exhibits "A", "B" and "C"

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**Amendments to the
Waukesha County Shoreland and Floodland Protection Ordinance**

EXHIBIT "A"

- Repeal and re-create Section 41(c)1. to read as follows:

Penalties: Any person, firm, company, or corporation who violates, disobeys, omits, neglects, refuses to comply with, or who resists the enforcement of any of the provisions of this Ordinance, shall be subject to a base forfeiture of not less than fifty dollars (\$50.00) and not to exceed the sum of one thousand dollars (\$1000.00) for each offense, together with the costs of the action, and in default of the payment thereof, shall be imprisoned in the County Jail of Waukesha County, for a period not to exceed six (6) months or until such fine and the subsequent costs have been paid. Each day that a violation is permitted to exist shall constitute a separate violation and be punishable as such. Restoration of environmental damage may also be required in addition to any forfeitures levied.

- Repeal and re-create Section 41(c)4.B.vii.c. to read as follows:

That if a cash deposit is made and the alleged violator does not appear in court, he will be deemed to have entered a plea of no contest and submitted to a forfeiture, a penalty assessment, a jail assessment, a crime lab assessment and any other fees or assessments enacted by the Wisconsin Legislature. If the court does not accept the plea of no contest, a summons will be issued commanding him or her to appear in court to answer the complaint.

- Repeal and re-create Section 41(c)4.B.vii.d. to read as follows:

That if no cash deposit is made and the alleged violator does not appear in court at the time specified, the court may issue a summons or a warrant for the defendant's arrest or consider the nonappearance to be a plea of no contest and enter judgment or an action may be commenced to collect the forfeiture, penalty assessment, jail assessment, crime lab assessment and any other fees or assessments enacted by the Wisconsin Legislature.

- Repeal and re-create Section 41(c)4.C. to read as follows:

The base forfeiture schedule of cash deposits excluding penalty assessment, jail assessment, crime lab assessment and any other fees or assessments enacted by the Wisconsin Legislature for use with citations issued under this section shall be as adopted by the County Board from time to time and such schedule shall be on file in the Offices of the Sheriff, Zoning Administrator, County Clerk and Clerk of Court and receipts shall be given for cash deposits.

N:\PRKANDLU\Planning and Zoning\Rezoning\Staff Reports\1459Q ZC Text Amendments Exhibit A.doc

Amendments to the
Waukesha County Shoreland and Floodland Protection Ordinance

(All changes are highlighted in grey. Deletions are shown with a strikethrough and additions are shown in italics.)

EXHIBIT "B"

41(c)1.

Penalties: Any person, firm, company, or corporation who violates, disobeys, omits, neglects, refuses to comply with, or who resists the enforcement of any of the provisions of this Ordinance, shall be subject to a ~~fine~~ *base forfeiture* of not less than ~~ten fifty~~ dollars (\$~~1050~~.00) and not to exceed the sum of one thousand dollars (\$1000.00) for each offense, together with the costs of the action, and in default of the payment thereof, shall be imprisoned in the County Jail of Waukesha County, for a period of ~~not~~ exceed six (6) months or until such fine and the subsequent costs have been paid. Each day that a violation is permitted to exist shall constitute a separate violation and be punishable as such. Restoration of environmental damage may also be required in addition to any forfeitures levied.

41(c)4.B.vii.c.:

That if a cash deposit is made and the alleged violator does not appear in court, he will be deemed to have entered a plea of no contest and submitted to a forfeiture, a penalty assessment, a jail assessment, a crime lab assessment and ~~drug/law enforcement assessment and any applicable domestic abuse or consumer information assessments of~~ *any other fees or assessments enacted by the Wisconsin Legislature*, if the court does not accept the plea of no contest, a summons will be issued commanding him or her to appear in court to answer the complaint.

41(c)4.B.vii.d.:

That if no cash deposit is made and the alleged violator does not appear in court at the time specified, the court may issue a summons or a warrant for the defendant's arrest or consider the nonappearance to be a plea of no contest and enter judgment or an action may be commenced to collect the forfeiture, penalty assessment, jail assessment, crime lab assessment and ~~drug/law enforcement assessment and any applicable domestic abuse or consumer information assessments~~ *any other fees or assessments enacted by the Wisconsin Legislature*.

41(c)4.C.:

The ~~base forfeiture~~ schedule of cash deposits ~~including~~ *excluding* penalty assessment, jail assessment, crime lab assessment and ~~drug/law enforcement assessment and any applicable domestic abuse or consumer information assessments~~ *any other fees or assessments enacted by the Wisconsin Legislature* for use with citations issued under this section shall be as adopted by the County Board from time to time and such schedule shall be on file in the Offices of the Sheriff, Zoning Administrator, County Clerk and Clerk of Court and receipts shall be given for cash deposits.

EXHIBIT "C"

Waukesha County Shoreland and Floodland Protection Ordinance Violation Forfeiture Schedule

Shoreland Ordinance Section	Offense	Base Forfeiture	Penalty Assessment	Court Costs	Crime Lab/DEA	Justice Information Fee	Jail Assessment	Court Support	Total
3	Noncompliance with General Provisions	\$220.00	\$65.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$452.50
3(c)1.	Failure to Obtain Zoning Permit Prior to Construction	\$250.00	\$65.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$452.50
3(c)3.C	Failure to Comply with Terms of a Permit	\$500.00	\$130.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$767.50
3(c)4.	Zoning Permit Expired	\$100.00	\$26.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$263.50
3(d)3	Junk, Undesirable Buildings or Structures	\$250.00	\$65.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$452.50
3(d)5.A.	Floodplain Fill Violation	\$50.00	\$13.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$200.50
3(d)5.B.	Shoreland Fill Violation	\$1,000.00	\$250.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$1,397.50
3(d)5.C.	Retention Wall Violation or Land Altering Violation	\$250.00	\$65.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$452.50
3(d)5.D	Streambank and Shoreline Stabilization Violation	\$500.00	\$130.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$767.50
3(d)9.	Shoreland Cutting Violation	\$1,000.00	\$260.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$1,397.50
3(e)1.	Failure to Obtain or Noncompliance with Approved Site Plan and/or Plan of Operation or other Use Regulations	\$250.00	\$65.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$452.50
3(f)	Noncompliance with Water Performance Standards	\$250.00	\$65.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$452.50
3(g)	Noncompliance with Building Location Requirements	\$100.00	\$26.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$263.50
3(h)	Noncompliance with Height Regulations	\$100.00	\$26.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$263.50
3(i)	Noncompliance with Area & Buffer Footprint Regulations	\$100.00	\$26.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$263.50
3(j)	Noncompliance with Offstreet Parking Regulations	\$250.00	\$65.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$452.50
3(m)	Noncompliance with Mobile Home, Recreational Vehicles and Trailer Regulations	\$100.00	\$26.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$263.50
3(n)	Noncompliance with Signage Regulations	\$100.00	\$26.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$263.50
3(o)	Noncompliance with Legal Nonconformity	\$250.00	\$65.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$452.50
3(q)	Noncompliance with Swimming Pool Regulations	\$100.00	\$26.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$263.50
3(r)	Noncompliance with Guesthouse Regulations	\$250.00	\$65.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$452.50
3(s)	Noncompliance with Boat House Regulations	\$500.00	\$130.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$767.50
3(t)	Noncompliance with Impervious Surface Standards	\$500.00	\$130.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$767.50
3(u)	Noncompliance with Neighbors Standards	\$1,000.00	\$260.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$1,397.50
3(v)	Noncompliance with Protected Adult Oriented Establishments	\$500.00	\$130.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$767.50
4(a)	Failure to Obtain CU Permit	\$250.00	\$65.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$452.50
4(b)	Noncompliance with CU Permit	\$500.00	\$130.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$767.50
4(f)	Conditional Use Permit Expiration, Modification or Termination	\$250.00	\$65.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$452.50
through 3	Noncompliance with Zoning District Regulations	\$250.00	\$65.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$452.50
8(e)	Unauthorized Building Within the Floodplain/Floodproofing Violation	\$50.00	\$13.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$200.50
38	Noncompliance with Board of Adjustment Decision	\$500.00	\$130.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$767.50

Per Sec. 87.30(2)(a), Wis. Stats., the maximum forfeiture for floodplain regulatory violations is \$50.00 per day.

Note: The Waukesha County Department of Parks and Land Use is authorized to update this Forfeiture Schedule regarding regulatory assessments, fees and costs as those amounts are periodically modified by the Wisconsin Legislature.

Effective _____ by Enrolled Ordinance _____

1 AMEND THE DISTRICT ZONING MAP OF THE TOWN OF BROOKFIELD ZONING
2 CODE BY REZONING CERTAIN LANDS LOCATED IN PART OF THE SE ¼ OF
3 SECTION 30, T7N, R20E, TOWN OF BROOKFIELD, WAUKESHA COUNTY,
4 WISCONSIN, FROM THE B-3 OFFICE AND PROFESSIONAL BUSINESS
5 DISTRICT TO THE B-2 LIMITED GENERAL BUSINESS DISTRICT (ZT-1860)
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 Brookfield Town Board on October 3, 2017; 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 Brookfield Zoning Code, adopted by the Town of
18 Brookfield on December 27, 1988, is hereby amended to rezone from the B-3 Office and
19 Professional Business District to the B-2 Limited General Business District, certain lands located
20 in part of the SE ¼ of Section 30, T7N, R20, Town of Brookfield, Waukesha County, Wisconsin,
21 and more specifically described in the “Staff Report and Recommendation” and map on file in
22 the office of the Waukesha County Department of Parks and Land Use and made a part of this
23 Ordinance by reference, ZT-1860 is hereby approved.
24

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


28 BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon passage,
29 approval and publication.

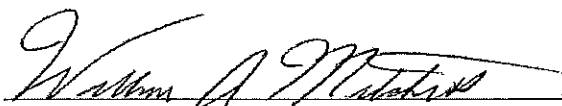
COMMISSION ACTION

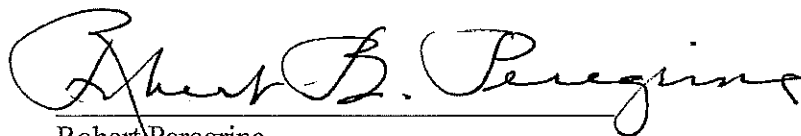
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Town of Brookfield Zoning Code and Map hereby recommends **approval** of **ZT-1860 (Goerke's Park LLP)** in accordance with the attached "Staff Report and Recommendation".

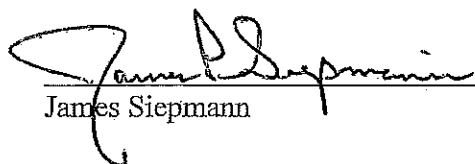
PARK AND PLANNING COMMISSION

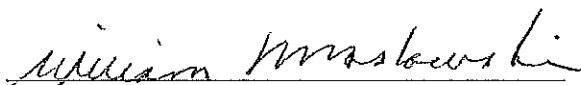
October 19, 2017


Richard Morris, Chairperson


William Mitchell


Robert Peregrine


James Siepmann


William Maslowski

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

DATE: October 19, 2017

FILE NO.: ZT-1860

PETITIONER: Steve Johnson/Goerke's Park LLP
235 W. Broadway, Suite 10
Waukesha, WI 53186

NATURE OF REQUEST:
Rezone from the B-3 Office and Professional Business District to the B-2 Limited General Business District.

PUBLIC HEARING DATE:
October 3, 2017.

PUBLIC REACTION:
None.

TOWN PLAN COMMISSION:
At their October 3, 2017 meeting, the Town of Brookfield Plan Commission recommended approval of the proposed amendment to the Town Board.

TOWN BOARD ACTION:
At their October 3, 2017 meeting, the Town of Brookfield Board approved the proposed amendment.

COMPLIANCE WITH THE COMPREHENSIVE DEVELOPMENT PLAN (CDP) FOR WAUKESHA COUNTY AND THE TOWN OF BROOKFIELD CDP:
The Town and County plans call for Commercial and Office Park Uses for this property. The proposed hotel use is compatible with this designation.

STAFF ANALYSIS:
The petitioner is seeking to divide and rezone the westerly portion of the subject property. The 8-acre property contains an occupied multi-tenant office building and a vacant office building. A hotel is being proposed to replace the long-vacant office building that is located in the southwest corner of the property. The parcel is located immediately adjacent to the I-94 on-ramp at the Goerke's Corners intersection. Access to the property is provided by Watertown Road. A Home2 Suites hotel was recently approved and constructed immediately to the west.

The 82-room hotel would be branded Tru by Hilton. The building would be oriented east-west and would be located southwest of the multi-tenant building on the site (see Exhibit "A"). If the rezone is approved, a Certified Survey Map (CSM) would be needed to divide the property. The Town would consider all other aspects of the proposal via its Site Plan review process.

The Town's B-2 District is a general business district that allows for a broader range of uses than the B-3, which is predominantly an office district. Hotels are permitted within the B-2 District. The B-2 designation would match that of the existing property located immediately to the west.

STAFF RECOMMENDATION:

It is the opinion of the Planning and Zoning Division Staff that this request be **approved**. The proposed rezoning allows for re-development of lands to accommodate the proposed hotel use that is compatible with the many other commercial and office uses that are located nearby.

Respectfully submitted,

Jason Fruth

Jason Fruth
Planning Manager

Attachments: Exhibit "A"
Town Ordinance
Map

N:\PRKANDLU\Planning And Zoning\Rezoning\Staff Reports\1860 T Brookfield Text Amendment Bkt.Docx

OCT 11 2017

DEPT OF PARKS & LAND USE

STATE OF WISCONSIN : TOWN OF BROOKFIELD : WAUKESHA COUNTY

**ORDINANCE REZONING PROPERTY FROM THE B-3 OFFICE & PROFESSIONAL
BUSINESS DISTRICT TO B-2 LIMITED GENERAL BUSINESS DISTRICT**

The Town Board of the Town of Brookfield, Waukesha County, Wisconsin does ordain as follows:

SECTION 1: The following-described property is rezoned from the B-3 Office & Professional Business District zoning classification to the B-2 Limited General Business District zoning classification:

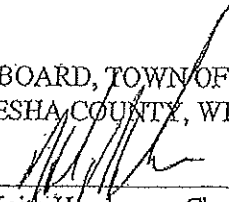
PARCEL 1 CERT SURV 8626 VOL 76/102 REC AS DOC# 2363549
PT SE1/4 SEC 30 T7N R20E :: ALSO PT PARCEL 2 CERT SURV
6520 VOL 54/88 REC AS DOC# 1669047; COM NE COR SE1/4
SEC 30 S87°51'04"W 1745.46 FT; S49°10'56"E 60.29 FT;
S50°27'06"E 49.21 FT TO NELY COR PARCEL 2 CERT SURV
6520; S12°20'40"W 214.55 FT THE BGN; S28°26'53"W 195.94 FT;
N87°53'42"E 162.54 FT; N03°48'58"W 134.83 FT; N62°08'26"W
68.00 FT TO BGN :: ALSO PT PARCEL 1 CERT SURV 6585 VOL
54/326 REC AS DOC# 1682432; COM NE COR SE1/4 SEC 30;
S87°51'04"W 1745.46 FT; S49°10'56"E 60.29 FT; S50°27'06"E
49.21 FT; S12°20'40"W 214.55 FT; S28°26'53"W 195.94 FT THE
BGN; N87°53'42"E 8.34 FT; S22°07'26"W 298.64 FT; WLY ALG
ARC OF CURVE; CTR LBS TO N; RADIUS OF 1332.40 FT; CTRL
ANGLE 00°25'53"; CHORD OF 10.03 FT BEARING N63°21'49"W
10.03 FT; N22°07'26"E 272.81 FT; N28°26'53"E 21.75 FT TO BGN
:: ALSO INCLUDING EASEMENT AS DESC IN DOC# 2370701 ::
R2876/819 & DOC# 4149874 Town of Brookfield, Waukesha County,
Wisconsin, and identified as Tax Key Number BKFT 1128-957.001.

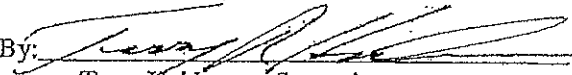
SECTION 2: All ordinances or parts of this ordinance, conflicting or contravening the provisions of this ordinance are hereby repealed.

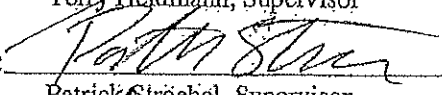
SECTION 3: This ordinance shall take effect upon passage and posting or publication as provided by law.

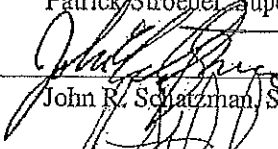
Dated this 3rd day of October, 2017.

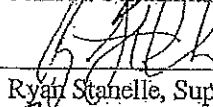
TOWN BOARD, TOWN OF BROOKFIELD,
WAUKESHA COUNTY, WISCONSIN

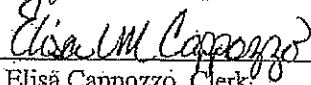
By: 
Keith Henderson, Chairman

By: 
Terry Heidmann, Supervisor

By: 
Patrick Ströchel, Supervisor

By: 
John R. Schatzman, Sr., Supervisor

By: 
Ryan Stanelle, Supervisor

Attest: 
Elisá Cappozzo, Clerk

1 AMEND THE DISTRICT ZONING MAP OF THE TOWN OF VERNON ZONING CODE BY
2 CONDITIONALLY REZONING CERTAIN LANDS LOCATED IN PART OF THE NE ¼ OF
3 SECTION 1, T5N, R19E, TOWN OF VERNON, WAUKESHA COUNTY, WISCONSIN,
4 FROM THE A-5 MINI-FARM DISTRICT TO THE B-3 GENERAL BUSINESS DISTRICT
5 (ZT-1854)
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 Vernon Town Board on August 17, 2017; 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 Vernon Zoning Code, adopted by the Town of
18 Vernon on December 23, 2016, is hereby amended to conditionally rezone from the A-5 Mini-
19 Farm District to the B-3 General Business District, certain lands located in part of the NE ¼ of
20 Section 1, T5N, R19E, Town of Vernon, Waukesha County, Wisconsin, and more specifically
21 described in the “Staff Report and Recommendation” and map on file in the office of the
22 Waukesha County Department of Parks and Land Use and made a part of this Ordinance by
23 reference ZT-1854, is hereby approved subject to the following conditions:
24

- 25 1. The rezone shall not be in full force and effect until such time the Petitioners obtain
26 approval of the Site Plan/Plan of Operation from the Town of Vernon Plan Commission
27 and Town Board.
28
- 29 2. The Petitioners shall satisfy all comments, conditions, and concerns of the Town of Vernon
30 Plan Commission, Town Board, Town Staff, and Waukesha County regarding the rezone
31 request.
32
- 33 2. Town Attorney Review. The Town of Vernon Plan Commission’s approval shall not be in
34 full force and effect until such time that the Town Attorney has reviewed the conditions
35 and placed them in final form.
36
- 37 4. Professional Fees. The Petitioners shall, on demand, reimburse the Town of Vernon for all
38 costs and expenses of any type that the Town of Vernon incurs in connection with this
39 approval, including the cost of professional services incurred by the Town of Vernon
40 (including engineering, legal, planning and other consulting fees) for the review and
41 preparation of required documents or attendance at meetings or other related professional
42 services for this application, as well as to enforce the conditions in this approval due to a
43 violation of these conditions.
44
- 45 5. Payment of Charges. Any unpaid bills owed to the Town of Vernon by the Subject Property
46 Owner and/or Agent, for reimbursement of professional fees (as described above); or for
47 personal property taxes; or for real property taxes; or for licenses, permit fees or any other
48 fees owed to the Town of Vernon; shall be placed upon the tax roll for the Subject Property

49 if not paid within thirty (30) days of the billing by the Town of Vernon, pursuant to Section
50 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements
51 of this conditional approval that is subject to all remedies available to the Town of Vernon,
52 including possible cause for termination of the conditional approval.
53

54 6. The Waukesha County Board approves the rezoning.
55

56 7. The property owner is responsible for any conversion penalties resulting from this
57 rezoning. If there are any conversion penalties for this rezoning for which the Town is
58 responsible, the property owner shall reimburse the Town for such costs prior to the
59 rezoning taking effect.
60

61 BE IT FURTHER ORDAINED that the Waukesha County Clerk shall file a certified copy of
62 this Ordinance with the Town Clerk of Vernon.
63

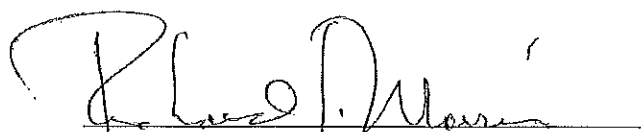
64 BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon passage,
65 approval and publication.

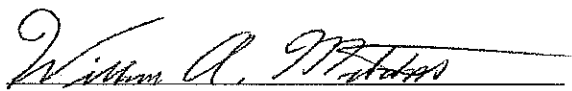
COMMISSION ACTION

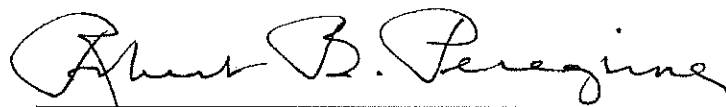
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Town of Vernon Zoning Code and Map hereby recommends approval of ZT-1854 (A & R Investment Realty LLC) in accordance with the attached "Staff Report and Recommendation".

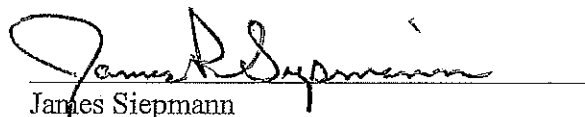
PARK AND PLANNING COMMISSION

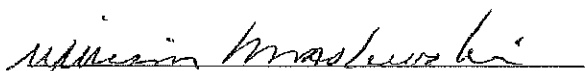
October 19, 2017


Richard Morris, Chairperson


William Mitchell


Robert Peregrine


James Siepmann


William Maslowski

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

FILE NO.: ZT-1854

TAX KEY NO.: VNT 2017.977

DATE: October 19, 2017

OWNER/PETITIONER: A & R Investment Realty, LLC
S65 W22240 National Avenue
Waukesha, WI 53189-9516

LOCATION:
Part of the NE ¼ of Section 1, T5N, R19E, Town of Vernon. More specifically, the property is located at S65 W22175 National Avenue containing approximately 6 acres.

EXISTING ZONING:
A-5 Mini Farm District.

REQUESTED ZONING:
B-3 General Business District.

EXISTING LAND USE:
Single-family residence and agricultural.

PROPOSED LAND USE:
Business (septic tank cleaners).

PUBLIC HEARING DATE:
August 9, 2017.

PUBLIC REACTION:
One abutting neighbor spoke in support of the proposal and another raised questions regarding the need for three septic tanks and asked how the proposal would affect his re-sale. The Town Clerk reported that two other individuals had expressed their support for the proposal.

TOWN PLAN COMMISSION AND TOWN BOARD ACTIONS:
At their meeting on August 9, 2017, the Town of Vernon Plan Commission unanimously recommended to the Town of Vernon Town Board approval of the rezoning request subject to several conditions. On August 17, 2017, the Town of Vernon Board approved the rezoning request subject to conditions recommended by the Town Plan Commission. The conditions of approval are memorialized in Town Board minutes and have been incorporated into the staff recommendation. Please note that the transmitted Town ordinance contained conditions that were not consistent with the Town's action. Therefore, the Town is working to correct the ordinance conditions and will re-circulate to Waukesha County prior to the ordinance being advanced to the County Board.

COMPLIANCE WITH THE WAUKESHA COUNTY DEVELOPMENT PLAN AND THE TOWN OF VERNON LAND USE PLAN:
The Town and County land use plans designate the property for future commercial use. The proposed business use is consistent with plan recommendations.

STAFF ANALYSIS:

The subject property is located immediately south of C.T.H. "ES" just west of the Proven Power implement dealer. Stanley Walter Septic Tank Cleaning has operated since 1953 from the farm property just to the northwest. The petitioner would like to re-locate the business and convert the single-family residence on the subject property to an office, construct an 80' x 150' storage building and install three 8' X 20' septic storage tanks. The proposed site plan that accompanied the rezone application shows a driveway connection to the Proven Power driveway. The proposed building would be positioned to the east of the home with the proposed storage tanks being located south of the new building (see Exhibit "A").

The property is six acres and has frontage on both C.T.H. "ES" and I-43. While there is a commercial use immediately to the east, the seven-acre parcel to the west is undeveloped and other nearby properties are in residential and rural residential uses. However, Town and County plans provide for future commercial use to the south C.T.H. "ES" extending from C.T.H. "U" on the west to Crowbar Road on the east. The balance of the C.T.H. "ES" corridor in the Town of Vernon and Village of Big Bend is characterized by commercial and light industrial uses. Some residential uses remain but the plans envision a mixed-use environment. The abutting Proven Power property is zoned B-3, as well.

The proposed site plan that accompanied the rezoning application proposes a driveway to come off of the existing Proven Power driveway that extends to C.T.H. "ES". The Waukesha County Department of Public Works has indicated that the proposed shared access is acceptable and the existing driveway serving the residence can be retained provided that it be used only for the office and not be open to trucks.

According to the Environmental Health Division, the use of on-site septic storage tanks is a fairly common practice amongst septic haulers. Some haulers use the tanks as a sort of transfer station to avoid frequent trucking to the municipal wastewater site, while others need to temporarily store waste to amend and prepare it to be spread as agricultural fertilizer. The authorization of the tanks is not material to the rezoning request, however, Staff has an inquiry in to the Environmental Health Division regarding the tank approval jurisdiction and will provide more information at the October 19, 2017 Park and Planning Commission meeting.

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 rezone shall not be in full force and effect until such time the Petitioners obtain approval of the Site Plan/Plan of Operation from the Town of Vernon Plan Commission and Town Board.
2. The Petitioners shall satisfy all comments, conditions, and concerns of the Town of Vernon Plan Commission, Town Board, Town Staff, and Waukesha County regarding the rezone request.
2. Town Attorney Review. The Town of Vernon Plan Commission's approval shall not be in full force and effect until such time that the Town Attorney has reviewed the conditions and placed them in final form.

4. Professional Fees. The Petitioners shall, on demand, reimburse the Town of Vernon for all costs and expenses of any type that the Town of Vernon incurs in connection with this approval, including the cost of professional services incurred by the Town of Vernon (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this approval due to a violation of these conditions.
5. Payment of Charges. Any unpaid bills owed to the Town of Vernon by the Subject Property Owner and/or Agent, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees owed to the Town of Vernon; shall be placed upon the tax roll for the Subject Property if not paid within thirty (30) days of the billing by the Town of Vernon, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Town of Vernon, including possible cause for termination of the conditional approval.
6. The Waukesha County Board approves the rezoning.
7. The property owner is responsible for any conversion penalties resulting from this rezoning. 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 prior to the rezoning taking effect.

The approval of the request conforms to the recommendations of the Town and County plans and allows for a local business to re-locate into more modern facilities. The Site Plan review process, as acknowledged in the Town's conditions, should ensure that highway access and environmental health matters are adequately addressed.

Respectfully submitted,

Jason Fruth

Planning and Zoning Manager

Attachments: Town Ordinance No. 2017-04

Exhibit "A"

Map

N:\PRKANDLU\Planning And Zoning\Rezoning\Staff Reports\1854 A & R Investments Realty LLC Vnt.Docx

ORDINANCE 2017-07

AN ORDINANCE TO REZONE A PORTION OF A CERTAIN PROPERTY IN SECTION 1, T5N,
R19E, IN THE TOWN OF VERNON AND TO AMEND THE ZONING MAP OF THE TOWN OF
VERNON PURSUANT TO SEC. 300-46 OF THE ZONING ORDINANCE
FOR THE TOWN OF VERNON

WHEREAS, Allen and Rick Walter, the owners of A&R Investment Realty LLC (herein referred to as "property owner") owns the property located at S65W22175 National Ave in the PT NE1/4 SEC 1 T5N R19E; COM SE COR N0°30'53"E 1633.60 FT; S58°14'53"W ALG CTRLI HWY 15 804.38 FT THE BGN; S58°14'53"W ALG SAID CTRLI 371.82 FT; S0°30'53"W 861.57 FT TO POINT ON N LI HWY 15; N51°05'26E 407.01 FT; N0°30'53"E 801.67 FT TO BGN; DOC# 4277780, designated as Tax Key VNT2017:977 (herein referred to as "subject property"); and

WHEREAS, the property owner has submitted a petition to the Town to rezone the area of the subject property currently designated as A-5 Agricultural 5 Acre Density to B-3 Business; and

WHEREAS, the rezoning petition has been submitted to the Town of Vernon Plan Commission for report and recommendation and a copy provided to Waukesha County, per Section 300-46 A.(3)(a) of the Town of Vernon Zoning Code; and

WHEREAS, the Town Plan Commission conducted the necessary investigation and scheduled a public hearing as required by Section 300-46 A.(3)(b) of the Town of Vernon Zoning Code; and

WHEREAS, the Town of Vernon Town Board and the Town of Vernon Plan Commission conducted a joint public hearing on August 9, 2017 as required by Section 300-46 A.(4) of the Town of Vernon Zoning Code, after providing the required public notice of the public hearing consistent with Section 62.23 of the Wisconsin Statutes and Section 300-46 B.(1) of the Town of Vernon Zoning Code; and

WHEREAS, the Town of Vernon Plan Commission has recommended to the Town of Vernon Town Board that said rezoning 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 Board finds that this change to the Town Zoning Code is not a down zoning ordinance because it does not decrease the development density of land and it does not reduce the permitted uses of land, and therefore the super majority requirement of Section 66.10015, Wisconsin Statutes, does not apply to this ordinance; and

WHEREAS, the Town of Vernon Town Board, after careful review and upon consideration of the recommendation of the Town of Vernon 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 Vernon will not be contrary to the public health, safety or general welfare of the Town of Vernon 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; and

WHEREAS, The Town Board has included all seven conditions of its approval of the rezoning request.

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

SECTION 1. ZONING MAP CHANGE

The subject property is conditionally rezoned from A-5 Agricultural 5 Acre Density to B-3 Business 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 Vernon are conditioned on the following:

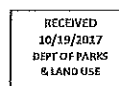
1. The Waukesha County Board approves the rezoning.
2. The property owner is responsible for any conversion penalties resulting from this rezoning. If there are any conversion penalties for this rezoning for which the Town is responsible, the property owner shall reimburse the Town for such costs prior to the rezoning taking effect.
3. The Rezone shall not be in full force and effect until such time the Petitioners obtain approval of the Site Plan/Plan of Operation from the Town of Vernon Plan Commission and Town Board.
4. The Petitioners shall satisfy all comments, conditions, and concerns of the Town of Vernon Plan Commission, Town Board, Town Staff, and Waukesha County regarding the rezone request.
5. Town Attorney Review. The Town of Vernon Plan Commission's approval shall not be in full force and effect until such time that the Town Attorney has reviewed the conditions and placed them in final form.
6. Professional Fees. The Petitioners shall, on demand, reimburse the Town of Vernon for all costs and expenses of any type that the Town of Vernon incurs in connection with this approval, including the cost of professional services incurred by the Town of Vernon (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this approval due to a violation of these conditions.
7. Payment of Charges. Any unpaid bills owed to the Town of Vernon by the Subject Property Owner and/or Agent, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees owed to the Town of Vernon; shall be placed upon the tax roll for the Subject Property if not paid within thirty (30) days of the billing by the Town of Vernon, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Town of Vernon, including possible cause for termination of the conditional approval.

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 Vernon 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 19 day of October 2017

BY THE TOWN OF BOARD OF SUPERVISORS

Thomas G Bird

Thomas G. Bird, Town Chairman

ATTEST:

Karen L Schuh

Karen L. Schuh, Town Clerk

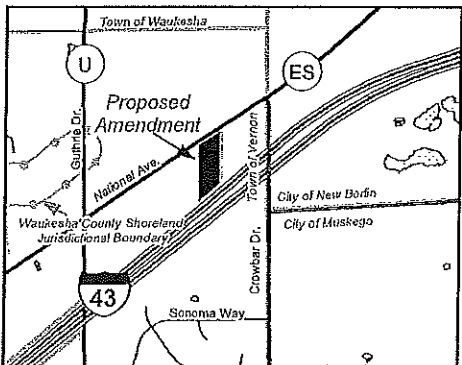
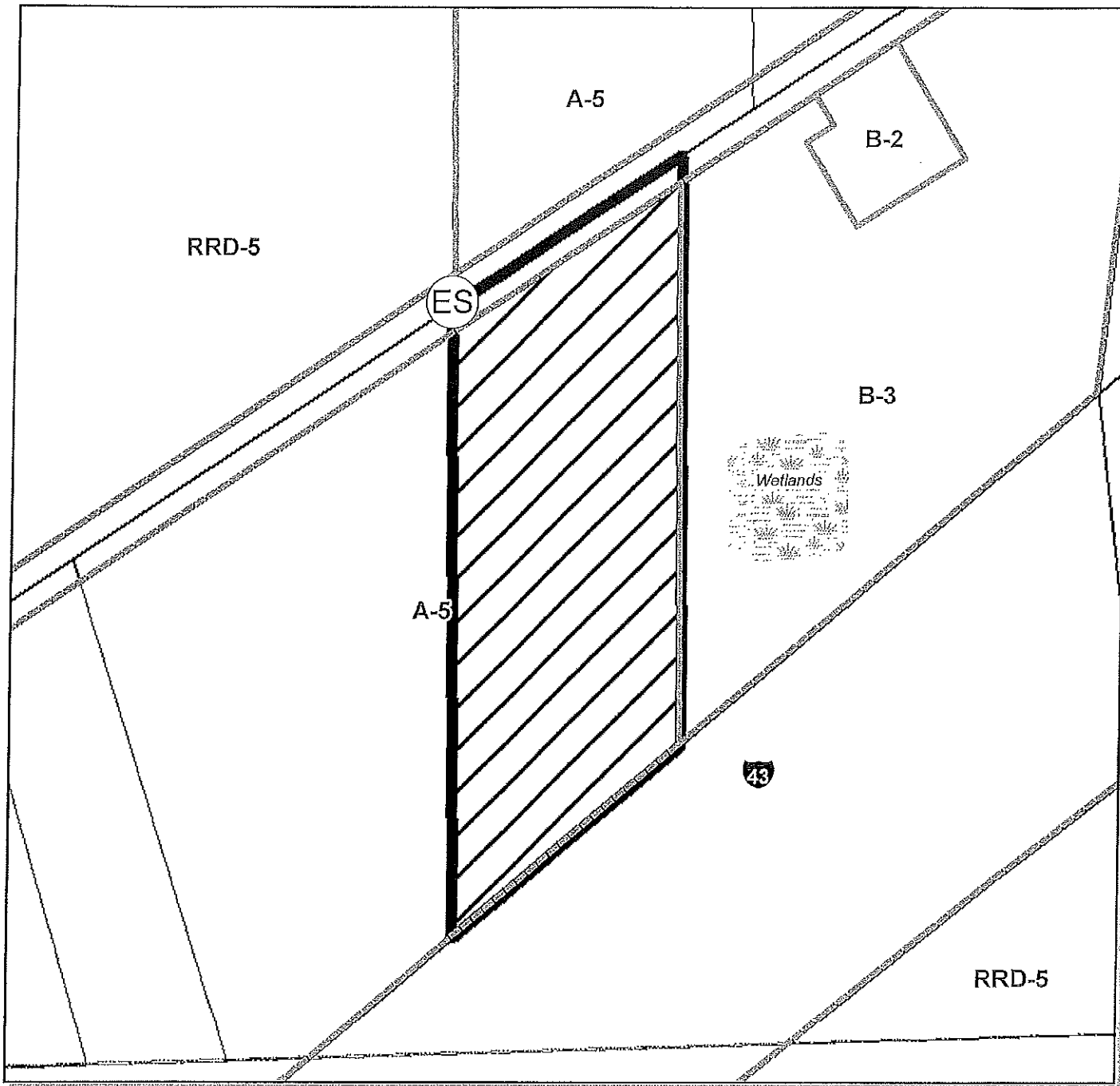
RECEIVED
10/19/2017
DEPT OF PARKS
& LAND USE

Published and posted this 19th day of October, 2017



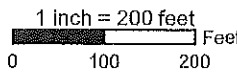
ZONING AMENDMENT

PART OF THE NE 1/4 OF SECTION 1
TOWN OF VERNON



TOWN ZONING CHANGE FROM A-5 MINI FARM DISTRICT
TO B-3 GENERAL BUSINESS DISTRICT

FILE NO. ZT-1854
 PETITIONER..... A & R INVESTMENT REALTY LLC
 DATE OF PLAN COMM. CONSIDERATION..... 10/19/17
 AREA OF CHANGE..... 5.7 ACRES
 TAX KEY NUMBER..... VNT 2017.977



Prepared by: Waukesha County Department of Parks and Land Use

Referred on: 11/09/17

File Number: 172-O-052

Referred to: LU

11

1 AMEND THE DISTRICT ZONING MAP OF THE TOWN OF LISBON ZONING CODE
2 BY REZONING CERTAIN LANDS LOCATED IN PART OF THE W ½ OF THE
3 NE ¼ OF SECTION 29, T8N, R19E, TOWN OF LISBON, WAUKESHA COUNTY,
4 WISCONSIN, FROM THE A-10 AGRICULTURAL DISTRICT TO THE R-1
5 SUBURBAN SINGLE FAMILY RESIDENTIAL DISTRICT (ZT-1858)
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 Lisbon Town Board on September 25, 2017; 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 Lisbon Zoning Code, adopted by the Town of
18 Lisbon on April 9, 2010, is hereby amended to rezone from the A-10 Agricultural District to the
19 R-1 Suburban Single Family Residential District, certain lands located in part of the W ½ of the
20 NE ¼ of Section 29, T8N, R19E, Town of Lisbon, Waukesha County, Wisconsin, and more
21 specifically described in the "Staff Report and Recommendation" and map on file in the office of
22 the Waukesha County Department of Parks and Land Use and made a part of this Ordinance by
23 reference ZT-1858, is hereby approved.
24

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

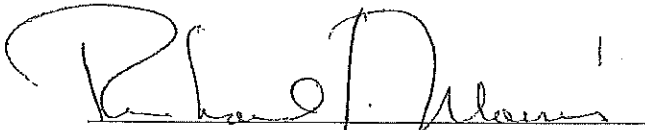
28 BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon passage,
29 approval and publication.

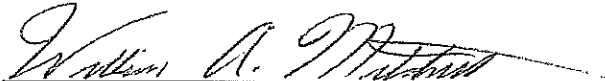
COMMISSION ACTION

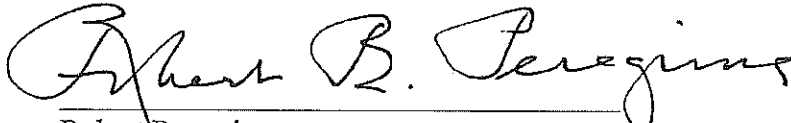
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Town of Lisbon Zoning Code and Map hereby recommends **approval** of ZT-1858 (Meissner Family Farm LLC – Miller Marriott Construction Co.) in accordance with the attached “Staff Report and Recommendation”.

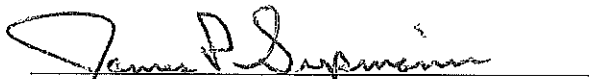
PARK AND PLANNING COMMISSION


October 19, 2017


Richard Morris, Chairperson


William Mitchell


Robert Peregrine


James Siepmann


William Maslowski

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

DATE: October 19, 2017

FILE NO.: ZT-1858

OWNER: Meissner Family Farm, LLC.
c/o Darlene Igl
140 North Prairie Drive
Oconomowoc, WI 53066

APPLICANT: Chris Miller
Miller Marriott Construction Co.
249 Pawling Avenue, Suite 201
Hartland, WI 53029

TAX KEY NO.: LSBT 0217.998

LOCATION:

The subject parcel is located in part of the W ½ of the NE ¼ of Section 29, T8N, R19E, Town of Lisbon. More specifically, the property is located at W274 N6942 Lake Five Road and contains approximately 78 acres.

EXISTING ZONING:

A-10 Agricultural District, which requires a minimum lot size of ten acres and a minimum average width of 300 feet, and C-1 Conservancy.

PROPOSED ZONING:

R-1 Suburban Single Family Residential District (minimum lot size one acre, minimum lot width 150 feet, unsewered), and C-1 Conservancy.

EXISTING USES: Residential and agricultural

PROPOSED USES:

To rezone the property and divide it into subdivision lots. The most current conceptual proposal before the Town is a mix of several conventional lots with the remainder of the property being developed as a Planned Unit Development. It is the intent of the developers to comply with the Comprehensive Development Plan requirements of the Town and the County, the ultimate zoning, and the Planned Unit Development requirements of the Conditional Use provisions of the Town's Zoning Ordinance, as well as the platting regulations of all agencies required to review the subdivision plat.

PUBLIC HEARING DATE: September 14, 2017

PUBLIC COMMENT:

Several people spoke at the public hearing and written comments were also submitted to the Town. The majority of comments were not in favor of the development and the neighbors expressed the following concerns:

- Reduced size of lots, width of lots, size of houses, and setbacks
- Smaller lots are being proposed, prefer one acre minimum
- Higher density of proposed development
- Safety concerns with additional traffic, through streets, noise
- PUD does not benefit the Town as required
- Over-development of rural area and open spaces, aesthetics
- Water (well and aquifer) and septic concerns
- Smaller homes would affect existing larger home and property values
- Quality of life issues
- Existing lots in the Town are not selling
- Residents expect that new developments should have to follow existing subdivision standards in the Town to keep things consistent
- The formal Land Use Plan required in the Village of Merton-Town of Lisbon Border Agreement was prepared but never approved by the Town and Village Boards

TOWN PLAN COMMISSION ACTION:

On September 14, 2017, the Plan Commission unanimously recommended approval of the rezoning request to the Town Board.

TOWN BOARD ACTION:

On September 25, 2017, the Town Board unanimously approved Ordinance No. 13-17 specific to the subject rezoning request.

COMPLIANCE WITH THE COMPREHENSIVE DEVELOPMENT PLAN (CDP) FOR WAUKESHA COUNTY AND THE TOWN OF LISBON CDP:

Both the Town of Lisbon and Waukesha County Comprehensive Development Plans designate the subject property as Low Density Residential allowing 20,000 square feet to 1.4 acres of area per dwelling unit. There is also a small area of Open Lands to be Preserved in the southeast corner of the property. The proposed zoning change will be consistent with the purpose and intent of the Town and County Comprehensive Development Plans as the proposed development will meet the density required and the Open Lands to be Preserved will be preserved as part of an outlot.

STAFF ANALYSIS:

The subject property is located on the northeast corner of C.T.H. "VV" and Lake Five Road and contains an area of wetlands in the southeast corner of the property and hydric soils in the southern portion of the property. There are also two very small pockets of steep slopes along the east property line. A 78-acre subdivision development is proposed on the former farmland, and in addition to

compliance with this rezone request, the developers must comply with the Town and County Comprehensive Development Plans (CDPs), the Town's Planned Unit Development (PUD) Conditional Use requirements, and the subdivision platting requirements of all agencies required to review the subdivision plat. As noted above, the proposed rezoning request will be consistent with the Town and County CDPs. The PUD and subdivision plat are being considered by the appropriate governing agencies and would be contingent upon the approval of this rezoning request. It should be noted the C-1 Conservancy zoned land will not be rezoned.

All of the adjoining land surrounding this parcel is developed, and much of it is zoned R-1 Residential - to the east, southeast, and north. Village of Merton land lies to the west across Lake Five Road and is also zoned R-1 under the Village's Zoning Code, and two parcels zoned A-5 Mini-Farm and A-3 Agricultural/Residential Estate (in the Town) lie to the south across C.T.H. "VV". The entire area on the CDP is designated as Low Density Residential from three quarters of a mile up to two miles in any direction from the subject parcel, except for some sporadic commercial mainly along C.T.H. "VV" to the west and a small area of Rural Density (5 acre) to the south of C.T.H. "VV" (approximately 80 developed acres).

It should be noted that prior to approval of the subdivision plat, a formal Land Use Plan may be required to be approved by the Town of Lisbon and Village of Merton Boards relative to their Border Agreement. As noted above, the most recent Concept Plan submitted by the developer (refer to Exhibit "A") includes a mix of conventional subdivision lots and PUD lots, as well as common open space with a park and proposed pavilion and multi-use trails throughout the development.

STAFF RECOMMENDATION:

Based on the above analysis, the Planning and Zoning Division Staff recommends **approval** of this request in accordance with the Town of Lisbon's adopted Ordinance approving the same. The proposed zoning change complies with the Town and County CDPs and adjacent zoned land. Therefore, this zoning change is consistent with the existing residential uses in the area. The rezone will allow for the development of a subdivision as infill between existing subdivisions, potentially entirely or partially as a PUD design, which will allow for the retention of beneficial common open space, a trail system, and a creative living environment providing for variety in the physical development of the Town. Therefore, this zoning amendment is within the purpose and intent of the Town of Lisbon's Zoning Ordinance.

Respectfully submitted,

Sandy L. Scherer

Sandy Scherer
Senior Planner

Attachments: Town Ordinance 13-17
Rezone Map
Exhibit "A" (Concept Plan)

Ord. 13-17

ORDINANCE REZONING THE MEISSNER PROPERTY, FROM THE A-10 AGRICULTURAL DISTRICT TO THE R-1 SUBURBAN SINGLE FAMILY RESIDENTIAL DISTRICT IN THE TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN

WHEREAS, Darlene Igl, Meissner Family Farm, LLC., property owner, petitioned the Town of Lisbon to rezone property from the A-10 Agricultural District to the R-1 Suburban Single Family Residential District, and

WHEREAS, the change in zoning is consistent with the Town of Lisbon Comprehensive Plan land-use element; and

WHEREAS, the Lisbon Plan Commission and Town Board of Supervisors both held Public Hearings on the rezoning request; Plan Commission on September 14, 2017 and Town Board on September 25, 2017.

NOW, THEREFORE, the Town Board of the Town of Lisbon, Waukesha County, Wisconsin, does ordain as follows:

SECTION 1: The following described property is rezoned from the A-10 Agricultural District to the R-1 Suburban Single Family Residential District:

Lands located in part of the W1/2 NE1/4 SEC 19 T8N R19E.
Also known as LSBT 0217.998

SECTION 2: All ordinances or parts of ordinances conflicting with or contravening the provisions of this ordinance are hereby repealed.

SECTION 3: This ordinance shall take effect upon passage and posting as provided by law.

RECEIVED
9/27/2017
DEPT OF PARKS &
LAND USE

PASSED AND ADOPTED by the Town Board of the Town of Lisbon, Waukesha County, Wisconsin this 25th, day of September, 2017.

TOWN BOARD, TOWN OF LISBON
WAUKESHA COUNTY, WISCONSIN

BY: [Signature]
JOSEPH OSTERMAN, Chairman

BY: [Signature]
TEDIA GAMINO, Supervisor

BY: [Signature]
MARC MOOREM, Supervisor

BY: [Signature]
LINDA BEAL, Supervisor

BY: [Signature]
REBECCA PLOTECHER, Supervisor

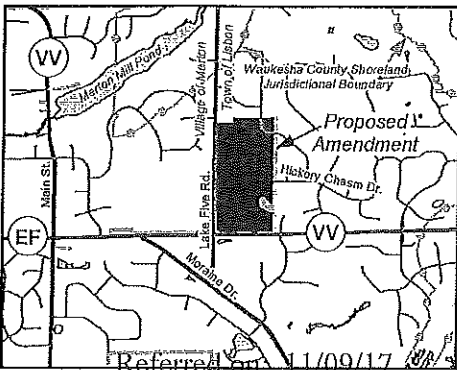
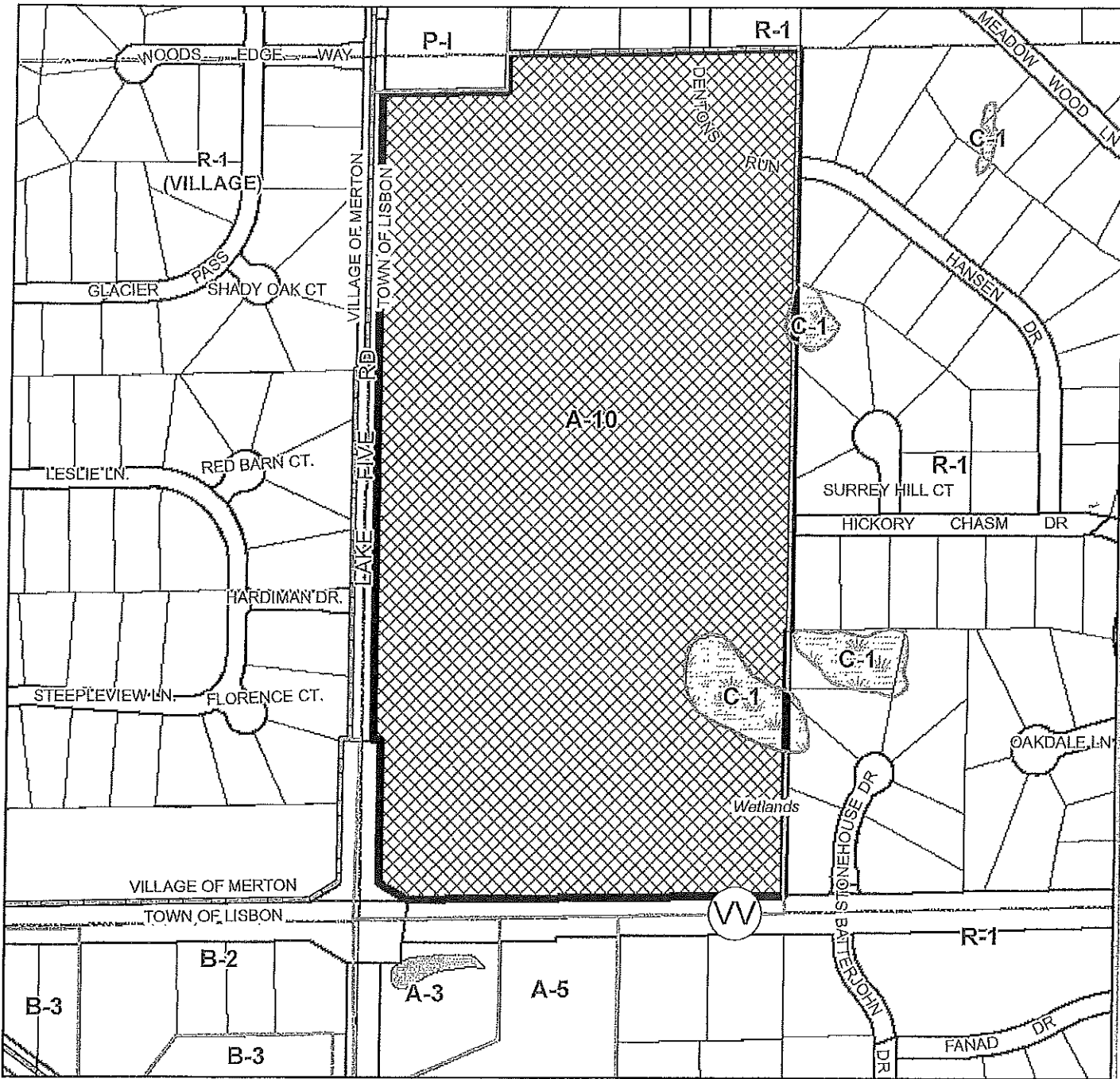
ATTEST:

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

RECEIVED
9/27/2017
DEPT OF PARKS &
LAND USE

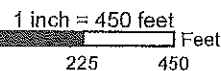
ZONING AMENDMENT

PART OF THE NE 1/4 OF SECTION 19
TOWN OF LISBON



TOWN ZONING CHANGE FROM A-10 AGRICULTURAL DISTRICT TO R-1 SUBURBAN SINGLE FAMILY RESIDENTIAL DISTRICT

FILE NO.....ZT-1858
 PETITIONER.....MILLER MARRIOTT CONSTRUCTION CO.
 DATE OF PLAN COMM. CONSIDERATION.....10/19/17
 AREA OF CHANGE.....73.4 ACRES
 TAX KEY NUMBER.....LSBT 0217.998



1 AMEND THE TEXT OF THE TOWN OF BROOKFIELD ZONING CODE TO CREATE
2 SECTION 17.02(14)(b)4.I. RELATING TO ADULT DAYCARE FACILITIES (ZT-1859)
3
4

5 WHEREAS, after proper notice was given, a public hearing was held and the subject matter of
6 this Ordinance was approved by the Brookfield Town Board on August 15, 2017; and
7

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

13 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
14 that the text of the Town of Brookfield Zoning Code, adopted by the Town of Brookfield on
15 December 27, 1988, is hereby amended to create Section 17.02(14)(b)4.I., relating to adult
16 daycare facilities, more specifically described in the "Staff Report and Recommendation" on file
17 in the office of the Waukesha County Department of Parks and Land Use and made a part of this
18 Ordinance by reference ZT-1859, is hereby approved.
19

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

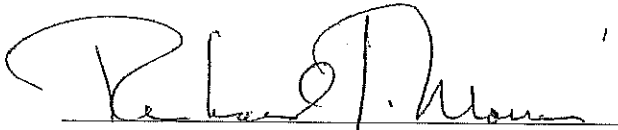
23 BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon passage,
24 approval and publication.

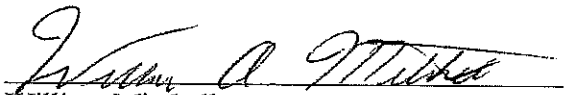
COMMISSION ACTION

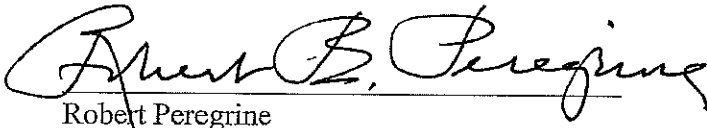
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Town of Brookfield Zoning Code hereby recommends **approval** of ZT-1859 (Town of Brookfield Board) in accordance with the attached "Staff Report and Recommendation".

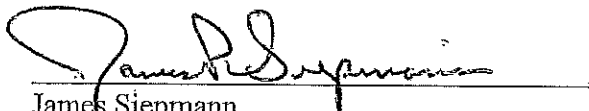
PARK AND PLANNING COMMISSION


October 19, 2017


Richard Morris, Chairperson


William Mitchell


Robert Peregrine


James Siepmann


William Maslowski

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

DATE: October 19, 2017
FILE NO.: ZT-1859
PETITIONER: Town of Brookfield Board
W250 S3567 Center Road
Waukesha, WI 53189

NATURE OF REQUEST:
Create Section 17.02(14)(b)4.I., for the Town of Brookfield Zoning Code, relating to adult daycare facilities.

PUBLIC HEARING DATE:
July 25, 2017.

PUBLIC REACTION:
None.

TOWN PLAN COMMISSION:
At their July 25, 2017, meeting, the Town of Brookfield Plan Commission recommended approval of the proposed amendments to the Town Board.

TOWN BOARD ACTION:
At their August 15, 2017, meeting, the Town of Brookfield Board unanimously approved the proposed amendment.

OTHER CONSIDERATIONS:
The Town of Brookfield has recently been presented with a proposal for an adult day care facility to be located within a multi-tenant office building. The property is zoned B-3 Office and Professional Business District. The Town's B-3 District identifies a range of office and medical uses and some service type uses as permitted uses. Other more intensive uses such as auto sales and gas stations are currently amongst other uses that are available via a conditional use process. The Town is now proposing to add adult daycare as an available conditional use option within the B-3 District.

The adult day care center proposal that generated the request would occupy a space next to a unit occupied by a church within a larger office building. The church and day care uses would share accessible restroom facilities.

STAFF RECOMMENDATION:
It is the opinion of the Planning and Zoning Division Staff that this request be **approved**. There is a growing need for elder care facilities within the County, as the local population continues to age. Such facilities serve a vital role in providing specialized care that enables families to continue to care for their loved ones. The amendments help provide for a broad range of housing types by making multi-generational housing more viable with daytime elder care services being available locally.

Respectfully submitted,

Jason Fruth

Jason Fruth
Planning Manager

Attachments: Town Ordinance

STATE OF WISCONSIN: TOWN OF BROOKFIELD: WAUKESHA COUNTY

ORDINANCE CREATING SECTION 17.02(14)(b)4.I. OF THE TOWN CODE OF THE TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN

THE TOWN BOARD OF THE TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN, DOES ORDAIN AS FOLLOWS:

SECTION 1: Section 17.02(14)(b)4.I. of the Town Code of the Town of Brookfield is hereby created to read as follows:

I. ADULT DAYCARE FACILITIES in B-3 office and professional districts.

SECTION 2: All ordinances or parts of this ordinance conflicting or contravening the provisions of this ordinance are hereby repealed.

SECTION 3: This ordinance shall take effect upon passage and posting as provided by law.

Dated this 5th day of September, 2017.

TOWN BOARD, TOWN OF BROOKFIELD,
WAUKESHA COUNTY, WISCONSIN

BY: 
KEITH HENDERSON, Chairman

BY: 
PATRICK STROEBEL, Supervisor

BY: 
TERRY HEIDMANN, Supervisor

BY: 
JOHN R. SCHATZMAN, SR.
Supervisor

BY: 
RYAN STANELLE, Supervisor

ATTEST: 
ELISA CAPPOZZO, Clerk

RECEIVED

OCT 11 2017

1 AMEND THE WAUKESHA COUNTY ZONING CODE TO INCORPORATE REVISED
2 LANGUAGE RELATED TO CITATION FORFEITURES AND MODIFY THE
3 ZONING CODE FORFEITURE SCHEDULE (CZ-1459Q)
4
5

6 WHEREAS, the Waukesha County Board of Supervisors enacted the Waukesha County Zoning
7 Code on October 27, 1959; and
8

9 WHEREAS, the Waukesha County Board of Supervisors may make amendments to such
10 Ordinance pursuant to Section 59.69, Wisconsin Statutes; and
11

12 WHEREAS, the Waukesha County Department of Parks and Land Use, Planning and Zoning
13 Division Staff is in the process of making multiple revisions to the current Zoning Ordinance and
14 have recommended those revisions to the Ordinance; and
15

16 WHEREAS, the proposed amendments have been the subject of a public hearing held on
17 October 19, 2017, following the notice and procedures of Section 59.69 Wisconsin Statutes; and
18

19 WHEREAS, none of the Towns under county zoning authority have filed a resolution
20 disapproving of the proposed amendments in the time required by Section 59.69, Wisconsin
21 Statutes; and
22

23 WHEREAS, the proposed amendments have been duly referred, considered and approved by the
24 Waukesha County Park and Planning Commission at its meeting of October 19, 2017; and
25

26 WHEREAS, the proposed amendments are on file in the Department of Parks and Land Use,
27 Room AC 230, 515 W. Moreland Blvd. in Waukesha, Wisconsin; and
28

29 WHEREAS, the Waukesha County Park and Planning Commission has forwarded the proposed
30 amendments and the Staff Report and Recommendation to the Land Use, Parks and Environment
31 Committee and to the Waukesha County Board of Supervisors with its recommendation that the
32 proposed amendments be approved; and
33

34 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
35 that the text of the Waukesha County Zoning Code and the violation forfeiture schedule of the
36 Waukesha County Zoning Code are hereby amended in accordance with the proposed
37 amendments adopted by the Land Use, Parks and Environment Committee and on file with the
38 Waukesha County Department of Parks and Land Use and the Waukesha County Clerk.
39

40 BE IT FURTHER ORDAINED that this Ordinance shall become effective upon passage and
41 publication.
42

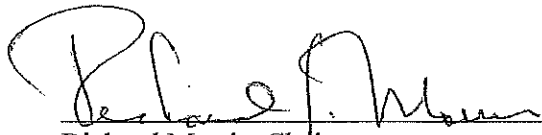
43 BE IT FURTHER ORDAINED that the Waukesha County Clerk shall file a certified copy of
44 this ordinance with the Town Clerks of Ottawa and Oconomowoc.

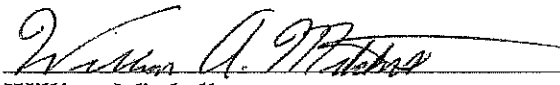
COMMISSION ACTION

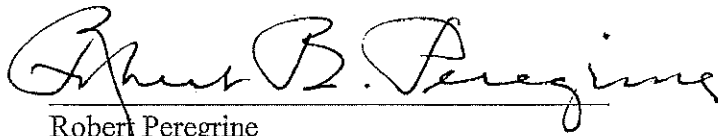
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Waukesha County Zoning Code, hereby recommends **approval** of **CZ-1459Q (Waukesha County Park and Planning Commission - Text Amendments)** in accordance with the attached "Staff Report and Recommendation".

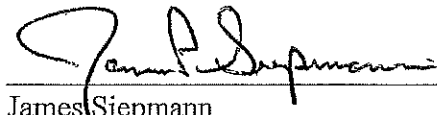
PARK AND PLANNING COMMISSION


October 19, 2017


Richard Morris, Chairperson


William Mitchell


Robert Peregrine


James Siepmann


William Maslowski

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE
STAFF REPORT AND RECOMMENDATION
TEXT AMENDMENTS TO THE
WAUKESHA COUNTY ZONING CODE AND FORFEITURE SCHEDULE

FILE NO.: CZ-1459Q
DATE: October 19, 2017
PETITIONER: Waukesha County Park and Planning Commission

REQUEST:

Text amendments are proposed to the Waukesha County Zoning Code to incorporate revised language related to violations and the issuance of forfeitures. Modifications are also proposed to the violation forfeiture schedule.

PUBLIC HEARING DATE:

October 19, 2017.

PUBLIC COMMENT:

Public comment will be considered as part of the public hearing, which will take place on October 19, 2017, prior to the Plan Commission considering and acting on the request.

COMPLIANCE WITH THE COMPREHENSIVE DEVELOPMENT PLAN FOR WAUKESHA COUNTY:

The Zoning Code is a mechanism used to implement the goals and objectives of the County Development Plan. Enforcement provisions within a code and an associated forfeiture schedule are critical to successful implementation of the Plan.

STAFF ANALYSIS:

Text amendments to the Waukesha County Zoning Code were enacted by the County Board in September of 2016. As a result of the text amendments, staff reviewed the existing forfeiture schedule and related ordinance text. It was determined that the following provisions require modification:

- The range of allowable forfeiture amounts do not accurately reflect the existing base forfeiture schedule adopted by the County Board in 2010.

The text amendments accurately reflect the existing forfeiture amounts.

- The code refers to assessments that do not apply to the implementation of the zoning code, such as domestic abuse or consumer information assessments.

The text amendments remove assessments that do not apply, but include any fees or assessments enacted by the Wisconsin Legislature.

- The code requires that the County Board approve the base forfeiture, including assessments determined by the Wisconsin Legislature.

The text amendments only require County Board approval for adjustments to the base forfeiture, not for assessments enacted by the Wisconsin Legislature.

- Modifications are proposed to the forfeiture schedule in order to include sections of the code that were not previously included and to reflect new provisions, such as building footprint.

A copy of the proposed text amendments are attached as Exhibit "A." A copy of the "track changes" version (deletions in strike-through and text additions in italics with grey highlight) is attached as Exhibit "B." A copy of the proposed Forfeiture Schedule (additions and/or modifications in italics with grey highlight) is attached as Exhibit "C." The amendments are also available for viewing on the Planning and Zoning Division webpage at www.waukeshacounty.gov/planningandzoning - click "Draft Citation Schedule."

STAFF RECOMMENDATION:

It is the opinion of the Planning and Zoning Division Staff that this request be **approved**. The text amendments are minor in nature and are proposed to accurately reflect the practical application of the violation section of the Zoning Code. The modifications to the forfeiture schedule are proposed in order to include sections of the code that were not previously included and to reflect new provisions. The enforcement provisions of the code are critical to ensuring proper implementation of the Zoning Code and Comprehensive Development Plan.

Respectfully submitted,

Amy Barrows

Amy Barrows
Senior Planner

Exhibits "A", "B" and "C"

N:\PRKANDLU\Planning And Zoning\Rezoning\Staff Reports\1459Q ZC Citation Text Amendment.Docx

Amendments to the
Waukesha County Zoning Code

- Repeal and re-create Section 22.03(1) to read as follows:

Penalties: Any person, firm, company, or corporation who violates, disobeys, omits, neglects, refuses to comply with, or who resists the enforcement of any of the provisions of this Ordinance, shall be subject to a base forfeiture of not less than fifty dollars (\$50.00) and not to exceed the sum of one thousand dollars (\$1000.00) for each offense, together with the costs of the action, and in default of the payment thereof, shall be imprisoned in the County Jail of Waukesha County, for a period not to exceed six (6) months or until such fine and the subsequent costs have been paid. Each day that a violation is permitted to exist shall constitute a separate violation and be punishable as such. Restoration of environmental damage may also be required in addition to any forfeitures levied.

- Repeal and re-create Section 22.03(4)(B).7.c. to read as follows:

That if a cash deposit is made and the alleged violator does not appear in court, he will be deemed to have entered a plea of no contest and submitted to a forfeiture, a penalty assessment, a jail assessment, a crime lab assessment, and any other fees or assessments enacted by the Wisconsin Legislature. If the court does not accept the plea of no contest, a summons will be issued commanding him or her to appear in court to answer the complaint.

- Repeal and re-create Section 22.03(4)B.7.d. to read as follows:

That if no cash deposit is made and the alleged violator does not appear in court at the time specified, the court may issue a summons or a warrant for the defendant's arrest or consider the nonappearance to be a plea of no contest and enter judgment or an action may be commenced to collect the forfeiture, penalty assessment, jail assessment, crime lab assessment and any other fees or assessments enacted by the Wisconsin Legislature.

- Repeal and re-create Section 22.03(4)(C) to read as follows:

The base forfeiture schedule of cash deposits excluding penalty assessment, jail assessment, crime lab assessment and any other fees or assessments enacted by the Wisconsin Legislature for use with citations issued under this Section shall be as adopted by the County Board from time to time and such schedule shall be on file in the Offices of the Sheriff, Zoning Administrator, County Clerk and Clerk of Court and receipts shall be given for cash deposits.

N:\PRK\ANDLU\Planning and Zoning\Rezoning\Staff Reports\1459Q ZC Text Amendments Exhibit A.doc

Amendments to the
Waukesha County Zoning Code

(All changes are highlighted in grey. Deletions are shown with a strikethrough and additions are shown in italics.)

22.03(1)

Penalties: Any person, firm, company, or corporation who violates, disobeys, omits, neglects, refuses to comply with, or who resists the enforcement of any of the provisions of this Ordinance, shall be subject to a ~~fine~~ base forfeiture of not less than ~~ten~~ *ten* dollars (\$~~1050~~ *10*.00) and not to exceed the sum of ~~two~~ *two* ~~hundred one thousand~~ dollars (\$~~2001000~~ *200*.00) for each offense, together with the costs of the action, and in default of the payment thereof, shall be imprisoned in the County Jail of Waukesha County, for a period not to exceed six (6) months or until such fine and the subsequent costs have been paid. Each day that a violation is permitted to exist shall constitute a separate violation and be punishable as such. ~~Restoration of environmental damage may also be required in addition to any forfeitures levied.~~

22.03(4)(B)7.c.

That if a cash deposit is made and the alleged violator does not appear in court, he will be deemed to have entered a plea of no contest and submitted to a forfeiture, a penalty assessment, a jail assessment, ~~a~~ *a* crime lab assessment, and ~~drug/law enforcement assessment and any applicable domestic abuse or consumer information assessments~~ *any other fees or assessments enacted by the Wisconsin Legislature.* If the court does not accept the plea of no contest, a summons will be issued commanding him or her to appear in court to answer the complaint.

22.03(4)(B)7.d.

That if no cash deposit is made and the alleged violator does not appear in court at the time specified, the court may issue a summons or a warrant for the defendant's arrest or consider the nonappearance to be a plea of no contest and enter judgment or an action may be commenced to collect the forfeiture, penalty assessment, jail assessment, crime lab assessment and ~~drug/law enforcement assessment and any applicable domestic abuse or consumer information assessments~~ *any other fees or assessments enacted by the Wisconsin Legislature.*

22.03(4)(C)

The ~~base forfeiture~~ schedule of cash deposits ~~including~~ *excluding* penalty assessment, jail assessment, crime lab assessment and ~~drug/law enforcement assessment and any applicable domestic abuse or consumer information assessments~~ *any other fees or assessments enacted by the Wisconsin Legislature* for use with citations issued under this Section shall be as adopted by the County Board from time to time and such schedule shall be on file in the Offices of the Sheriff, Zoning Administrator, County Clerk and Clerk of Court and receipts shall be given for cash deposits.

N:\PRKANDLU\Planning and Zoning\Rezoning\Staff Reports\1459Q ZC Text Amendments Exhibit B.doc

Waukesha County Basic Zoning Code Violation Forfeiture Schedule

Zoning Code Section	Offense	Base Forfeiture	Penalty Assessment	Court Costs	Crime Lab/DEA	Justice Information Fee	Jail Assessment	Court Support	Total
3	Noncompliance with General Provisions	\$250.00	\$65.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$452.50
3.03 (1)	Failure to Obtain Zoning Permit Prior to Construction	\$250.00	\$65.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$452.50
3.03 (3)	Failure to Comply with Terms of a Permit	\$500.00	\$130.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$767.50
3.03 (4)	Zoning Permit Expired	\$100.00	\$26.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$263.50
3.04 (3)	Junk, Undesirable Buildings or Structures	\$250.00	\$65.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$452.50
3.04 (5)	Filling, Grading or Retaining Wall Violation	\$250.00	\$65.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$452.50
3.05	Noncompliance with Drainage Regulations	\$250.00	\$65.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$452.50
3.07	Failure to Obtain or Noncompliance with Approved Site Plan and/or Plan of Operation or other Use Regulations	\$250.00	\$65.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$452.50
3.08 (1)	Failure to Obtain Conditional Use Permit	\$250.00	\$65.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$452.50
3.08 (4)	Noncompliance with Conditional Use Permit	\$500.00	\$130.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$767.50
3.08 (6)	Conditional Use Permit Expired	\$250.00	\$65.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$452.50
3.09	Noncompliance with Building Location Requirements	\$100.00	\$26.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$263.50
3.10	Noncompliance with Height Regulations	\$100.00	\$26.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$263.50
3.11	Noncompliance with Area and Building Footprint Regulations	\$100.00	\$26.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$263.50
3.12	Noncompliance with Offstreet Parking Regulations	\$250.00	\$65.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$452.50
3.14	Noncompliance with Signage Regulations	\$100.00	\$26.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$263.50
3.15	Noncompliance with Airport Safety Zone Regulations	\$500.00	\$130.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$767.50
3.16	Noncompliance with Mobile Home and Trailer Regulations	\$100.00	\$26.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$263.50
3.17	Noncompliance with Legal Nonconformity	\$250.00	\$65.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$452.50
3.19	Noncompliance with Swimming Pool Regulations	\$100.00	\$26.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$263.50
3.20	Noncompliance with Guesthouse Regulations	\$250.00	\$65.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$452.50
4.03	Noncompliance with Protected Adult-Oriented Establishments	\$500.00	\$130.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$767.50
5 through 18	Noncompliance with Zoning District Regulations	\$250.00	\$65.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$452.50
19	Noncompliance with Board of Adjustment Decision	\$500.00	\$130.00	\$25.00	\$13.00	\$21.50	\$10.00	\$68.00	\$767.50

Note: The Waukesha County Department of Parks and Land Use is authorized to update this Forfeiture Schedule regarding statutory assessments, fees and costs as those amounts are periodically modified by the Wisconsin Legislature.

Effective _____ by Enrolled Ordinance _____

EXHIBIT "C"

1 MODIFY THE 2017 BUDGET OF THE PARKS AND LAND USE DEPARTMENT
2 TO APPROPRIATE ADDITIONAL EXPENDITURE AUTHORITY FOR
3 THE LAND INFORMATION SYSTEM DIVISION
4
5

6 WHEREAS, the Land Information System Division provides land related data either
7 directly or via Web mapping applications and services to many businesses, commercial
8 and residential real estate companies, Municipalities, engineering firms, County
9 Departments and the State of Wisconsin; and
10

11 WHEREAS, the Land Information System Division in 2016 began hosting all data and Web
12 Mapping applications in the “cloud” based Amazon Web Services (AWS) environment to
13 enhance the capabilities of the system and lower on-going costs; and
14

15 WHEREAS, the Land Information System Division in 2017 needed to establish additional
16 server capacity in AWS to facilitate the temporary development and testing of new
17 application and storage functionality that will lead to a further reduction in on-going costs;
18 and
19

20 WHEREAS, development of the new application took longer than projected causing higher
21 than anticipated project costs; and
22

23 WHEREAS, the Year 2017 Land Information System Division Operating Budget is estimated
24 to be about \$45,000 over in expenditure authority due to the temporary addition of AWS
25 capacity.
26

27 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
28 that the 2017 Department of Parks and Land Use – Land Information System Budget be
29 modified by appropriating expenditures of \$45,000 to Contracted Services to cover additional
30 costs necessary to temporarily increase Amazon Web Services capacity that was not reflected in
31 the 2017 Adopted Budget, and increasing Land Information Fund Balance by \$45,000 to offset
32 the additional expenditure authority.

FISCAL NOTE

MODIFY THE BUDGET OF THE PARKS AND LAND USE DEPARTMENT TO
APPROPRIATE ADDITIONAL EXPENDITURE AUTHORITY FOR THE LAND
INFORMATION SYSTEMS DIVISION

This ordinance modifies the 2017 Waukesha County Department of Parks and Land Use - Land Information Systems Fund budget by appropriating \$45,000 of fund balance to the contracted services expense account. The additional expenditure authority will be used for Amazon Web Services charges related to additional temporary server capacity required to develop new application and storage functionality for the Land Information System.

This ordinance results in no additional tax levy impact.

Lawrence M. Dahl

Lawrence M. Dahl
Accounting Services Manager

JE 2017-00010927



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: November 6, 2017
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Appointment of Citizen Member to the ADRC of Waukesha County
Advisory Board

I am pleased to submit to the County Board for your consideration, the appointment of Ms. Sonia Miranda to the Aging and Disability Resource Center of Waukesha County Advisory Board. Ms. Miranda would be fulfilling the unexpired term left by the resignation of Ms. Margaret Gamez. Ms. Miranda, a native of Puerto Rico, has been a resident of Waukesha since 1979. She currently serves on the Advisory Group at the Hispanic Resource Center in Waukesha and is very active in the community and in her church having served as an interpreter for members of the community in need. Ms. Miranda's term, should she be appointed, will expire in August of 2019.

PF:kb

cc: Kathleen O. Novack
Mary Smith



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: November 6, 2017
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Reappointment of Citizen Member to the Waukesha County Veteran's Service Commission

I am pleased to submit to the County Board for your consideration, the reappointment of Mr. Eric Holmes to the Veteran's Service Commission. Mr. Holmes term, if reappointed, will expire in December of 2020

PF:kb

cc: Kathleen O. Novack
Mike Johannes



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: November 7, 2017
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Appointment of Citizen Member to the Bridges Library Board

I am pleased to submit to the County Board for your consideration, the Appointment of Ms. Amy Reichert. Ms. Reichert is currently a library trustee for the Hartland Public Library. Ms. Reichert has an M.A. in Literature from Marquette University and worked as a technical writer with QuadGraphics. Ms. Reichert's term, if appointed, would expire in December of 2020.

PF:kb

cc: Kathleen O. Novack
Connie Meyer



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: November 7, 2017
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Appointment of Citizen Member to the Bridges Library Board

I am pleased to submit to the County Board for your consideration, the Appointment of Ms. Nancy Wilhelm. Ms. Wilhelm is currently a library board member for the Alice Baker Memorial Library in Eagle and member of the Act 150 county library planning committee for 2016-2017. Ms. Wilhelm has lived in the Town of Eagle since 1990 and has a background in marketing and strategic and business planning. Ms. Wilhelm's term, if appointed, would expire in December of 2020

PF:kb

cc: Kathleen O. Novack
Connie Meyer



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: November 7, 2017
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Reappointment of Citizen Member to the Bridges Library Board

I am pleased to submit to the County Board for your consideration, the reappointment of Ms. Jean Yeomans. Ms. Yeomans has served on the Bridges Library board since its reorganization in 2016 and has proven to be an excellent addition to the board, having added great value in the nearly two years she has been serving. Ms. Yeoman's term, if reappointed, would expire in December of 2020

PF:kb

cc: Kathleen O. Novack
Connie Meyer

1 AUTHORIZING ENTRY INTO AN INTERGOVERNMENTAL COOPERATION
2 AGREEMENT RELATING TO THE "WISCONSIN INVESTMENT SERIES
3 COOPERATIVE" AND AUTHORIZING PARTICIPATION IN THE
4 INVESTMENT PROGRAMS OF THE FUND
5
6

7 WHEREAS, Wisconsin school districts, technical college districts, cities, villages, counties
8 and towns may invest their monies as authorized by Wisconsin Statutes, Section 66.0603 (1m);
9 and
10

11 WHEREAS, Wisconsin Statutes, Section 66.0301 (the "Intergovernmental Cooperation
12 Act") provides, among other things, that municipalities may contract with other
13 municipalities for the joint exercise of any power or duty required or authorized by law,
14 including investment of their monies; and
15

16 WHEREAS, the Wisconsin Investment Series Cooperative (formerly known as the Wisconsin
17 School District Liquid Asset Fund) (the "Fund") was formed as of June 23, 1988 pursuant to
18 the Intergovernmental Cooperation Act by the adoption of an Intergovernmental Cooperation
19 Agreement made as of June 1, 1988 relating to the Wisconsin School District Liquid Asset
20 Fund by Oregon School District and Sheboygan Area School District, as the initial participants
21 of the Fund, which Agreement was amended as of July 15, 1994, July 18, 2008, July 17, 2009,
22 April 23, 2010, July 24, 2015, and further amended as of April 29, 2016 (the
23 "Intergovernmental Cooperation Agreement"); and
24

25 WHEREAS, the Fund is governed by the Wisconsin Investment Series Cooperative
26 Commission (the "Commission") in accordance with the terms of the Intergovernmental
27 Cooperation Agreement; and
28

29 WHEREAS, the Intergovernmental Cooperation Agreement has been presented to the
30 Waukesha County Board of Supervisors; and
31

32 WHEREAS, the Intergovernmental Cooperation Agreement, by its terms, authorizes other
33 municipalities to adopt and enter into the Intergovernmental Cooperation Agreement and
34 become participants of the Fund; and
35

36 WHEREAS, the Waukesha County Board of Supervisors deems it to be advisable for
37 Waukesha County to adopt and enter into the Intergovernmental Cooperation Agreement and
38 become a participant of the Fund for the purpose of exercising jointly with other municipalities
39 the power to invest their monies, so as to enhance the investment earnings accruing to each;
40 and
41

42 WHEREAS, the Waukesha County Board of Supervisors deems it to be advisable for Waukesha
43 County to make use from time to time, in the discretion of the officials of the County identified
44 in Section 2 of this Resolution, of the Fixed Rate Investment Program available to participants
45 of the Fund; and
46

47 WHEREAS, the Waukesha County Board of Supervisors deems it advisable for Waukesha
48 County to make use of, from time to time, the services provided by PMA Financial Network,

49 Inc., PMA Securities, Inc., U. S. Bank National Association, and/or their affiliates and
50 successors, in connection with the Municipality's utilization of the Fund.

51

52 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA
53 RESOLVES that Waukesha County shall join with other Wisconsin municipalities in accordance
54 with the Intergovernmental Cooperation Act by becoming a participant of the Fund and adopting
55 and entering into the Intergovernmental Cooperation Agreement. A copy of the
56 Intergovernmental Cooperation Agreement shall be filed in the minutes of the meeting at which
57 this Resolution was adopted. The Director of Administration is authorized to take such actions and
58 execute any and all such documents as they may deem necessary and appropriate to effectuate
59 the entry of Waukesha County into the Intergovernmental Cooperation Agreement and to utilize
60 Fund programs through PMA Financial Network, Inc., PMA Securities, Inc. U. S. Bank National
61 Association, and/or their affiliates and successors.

62

63 BE IT FURTHER RESOLVED that Waukesha County is authorized to invest its available
64 monies from time to time and to withdraw such monies from time to time in accordance with
65 the provisions of the Intergovernmental Cooperation Agreement, including investment in the
66 fixed-income program of the Fund through the intermediaries PMA Financial Network, Inc.
67 and PMA Securities, Inc. The following officers and officials of Waukesha County and their
68 respective successors in office each are designated as "Authorized Officials" with full power
69 and authority to effectuate the investment and withdrawal of monies of Waukesha County from
70 time to time in accordance with the Intergovernmental Cooperation Agreement and pursuant to
71 the Fixed Rate Investment Program available to participants of the Fund:

72

73 Pamela Reeves, County Treasurer
74 Theresa Schultz, Deputy Treasurer
75 Norman Cummings, Director of Administration :
76 Robert Ries, Principal Financial Analyst

77

78 *The Director of Administration shall advise the Commission of any changes in*
79 *Authorized Officials in accordance with procedures established by the Commission.*

80

81 BE IT FURTHER RESOLVED that members of the Waukesha County Board of
82 Supervisors and officials of the County are authorized to serve as Commissioners of the
83 Commission from time to time if selected as such pursuant to the provisions of the
84 Intergovernmental Cooperation Agreement.

85

86 BE IT FURTHER RESOLVED that Waukesha County may open depository accounts,
87 enter into wire transfer agreements, safekeeping agreements, and lockbox agreements, or
88 other applicable or related documents with U. S. Bank National Association, and any
89 other institutions participating in the Fund programs or programs of PMA Financial
90 Network, Inc. and PMA Securities, Inc., pursuant to Wisconsin Statutes, Section 34.05,
91 and, when directed by one of the Authorized Officials, Wisconsin Statutes, Section
92 66.0603. PMA Financial Network, Inc. and/or PMA Securities, Inc. are authorized to act
93 on behalf of Waukesha County as its agent with respect to such accounts and agreements
94 in accordance with and only to the extent of the authority granted them pursuant to the
95 Intergovernmental Cooperation Agreement or agreements executed in furtherance
96 thereof.

97
98 BE IT FURTHER RESOLVED that Credit unions, banks, savings banks, trust companies
99 and savings and loan associations authorized to transact business in the State of
100 Wisconsin which qualify as depositories under Wisconsin law and are included on a list
101 approved and maintained for such purpose by the Administrator of the Fund are
102 designated as depositories of Waukesha County pursuant to Wisconsin Statutes, Section
103 34.05. Monies of Waukesha County may be deposited in such depositories, from time to
104 time in the discretion of the Authorized Officials, pursuant to the Fixed Rate Investment
105 Program available to participants of the Fund through the intermediary PMA Financial
106 Network, Inc.

1 AMEND WAUKESHA COUNTY CODE OF ORDINANCES TO
2 MODIFY WAUKESHA COUNTY INVESTMENT POLICY
3
4

5 WHEREAS, Enrolled Ordinance 167-95, modified the Waukesha County Investment Policy to
6 permit investment in Corporate / University Bonds or Securities as permitted by Section 66.0603
7 (1m) (4) of Wisconsin Statutes; and,
8

9 WHEREAS, Enrolled Ordinance 167-95 limited investment in Corporate / University Bonds or
10 Securities to 10% of the County's total investment portfolio, excluding checking, savings and
11 money market accounts, and the State of Wisconsin Local Government Investment Pool; and,
12

13 WHEREAS based on the performance of the Corporate investment portfolio over the past four
14 years, Waukesha County believes it will be beneficial to increase the limitation on investment in
15 Corporate / University Bonds or Securities to 18% of the County's total investment portfolio,
16 excluding checking, savings and money market accounts, and the State of Wisconsin Local
17 Government Investment Pool; and,
18

19 WHEREAS any decision to increase the allocation of the County's investment portfolio to
20 Corporate / University Bonds or Securities above current levels will be done based on financial
21 market conditions along with recommendations from the County's investment advisors; and,
22

23 WHEREAS Waukesha County believes that it would be beneficial under the Waukesha County
24 Investment Policy to permit investment in the Wisconsin Investment Series Cooperative (WISC)
25 Investment Class Pool Fund, as an additional short term investment alternative.
26

27 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA DOES
28 ORDAIN that Section 7-67 (a) (9) of the Waukesha County Code of Ordinances be amended to
29 read:

30 *Corporate / University Bonds or Securities (U.S. Issuers Only)*. Any bond or security
31 issued by a United States corporation or university (corporate or public revenue) which has
32 a legal final maturity of 7 years or less on the date on which it is acquired, and if that bond
33 or security has a rating which is in the highest or 2nd highest rating category assigned by
34 Standard & Poor's Corporation, Moody's Investors Service or other similar nationally
35 recognized rating agency. Investment in Corporate / University Bonds or Securities will be
36 limited to 18% of the County's total investment portfolio, excluding checking, savings and
37 money market accounts, and the State of Wisconsin Local Government Investment Pool.
38 At the time of purchase, securities issued by a single U.S. Corporation/University shall not
39 exceed 1.5% of the total investment portfolio at market value as defined above.
40

41 IT IS FURTHER ORDAINED THAT Section 7-67 (a) (11) of the Waukesha County Code of
42 Ordinances be created to read:

43 *Wisconsin Investment Series Cooperative (WISC) Investment Class Pool Fund*.

FISCAL NOTE

AMEND THE WAUKESHA COUNTY CODE OF ORDINANCES TO MODIFY THE
WAUKESHA COUNTY INVESTMENT POLICY

Ordinance 167-95, adopted in March, 2013, amended the Waukesha County Investment Policy to permit investments in Corporate Securities as permitted by Wisconsin Statutes, which impose the following restrictions: 1) Securities must be rated in one of the top two rating categories by one of the nationally recognized rating agencies, and, 2) Securities must have a maturity of seven years or less from the date of purchase. Ordinance 167-95 further imposed a limitation on the maximum allocation of the overall investment portfolio to ten percent of the total, excluding checking, savings and money market accounts, as well as the State of Wisconsin Local Government Investment Pool.

When the Corporate Portfolio was established in 2013, the intent was to re-evaluate the strategy after an initial three year trial period. The evaluation determined that the Corporate Portfolio has been successful, and for the year ending September 30, 2017, has been the highest performing of all of the County's investment portfolios. This ordinance would give the County the flexibility to add to the Corporate Portfolio, up to a maximum of eighteen percent of the total, excluding checking, savings and money market accounts, as well as the State of Wisconsin Local Government Investment Pool. There are no plans to immediately increase the Corporate Portfolio, and any such additions in the future will be made after a review of the current market environment and in consultation with the Corporate Portfolio manager.

This ordinance also modifies the County Investment Policy to permit investment in the Wisconsin Investment Series Cooperative (WISC) Investment Class Pool Fund. WISC was created in 1988 and was initially limited to school districts, before being made available to all governmental entities in the State of Wisconsin. It is a money market type, pooled investment fund, which invest in securities permitted by Wisconsin Statutes for governmental entities.

A separate Resolution has been submitted authorizing Waukesha County to join the Intergovernmental Cooperation Agreement which governs WISC and invest in the fund. The County is looking to add WISC as an additional investment alternative for funds that will be needed in the short term, for which the longer term portfolios are not a feasible investment option.

This ordinance results in no additional tax levy impact.



Lawrence M. Dahl
Accounting Services Manager

1 APPROVE VERIZON 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, Verizon Wireless Person Communications LP, d/b/a Verizon Wireless ("Verizon")
10 desires to rent attachment locations upon the Tower and certain ground space at the Site for
11 Verizon's cellular common carrier mobile radio base station operations, including related
12 telecommunications functions; and
13

14 WHEREAS, the County is willing to permit Verizon occupancy provided that, starting no later
15 than April 1, 2018, (the "Commencement Date"), Verizon shall pay annual rent to the County in
16 the amount of Thirty-Four thousand and 00/100 Dollars (\$34,000) with an annual adjusted rent
17 increase of three percent (3%) in accordance with the terms of a proposed Tower and Ground
18 Space Lease Agreement.
19

20 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
21 that the Tower and Ground Space Lease Agreement between the County and Verizon Wireless
22 Personal Communications LP for use of the Davidson Road cellular tower as a cellular tower and
23 surrounding lands is hereby approved.
24

25 BE IT FURTHER ORDAINED that the Director of Emergency Preparedness or his designee is
26 authorized to execute the Tower and Ground Space Lease Agreement and any other documents
27 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 Verizon Wireless Personal Communications LP, d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), 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 one hundred feet (100') ("the Tower Space") for the placement and affixing of certain wireless antennas and related equipment 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 April 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. All invoices for power consumption shall be sent by LANDLORD to TENANT at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375. 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 term.

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 paragraph 8, 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

EXECUTION VERSION

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 16 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 thereat 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. 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: Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

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:

Verizon Wireless Personal Communications
LP d/b/a Verizon Wireless

By: _____
Jacque Vallier
Executive Director –
Network Field Engineering
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

CONSULTANT TEAM

PROJECT CONSULTANT
 TERRA CONSULTING GROUP, LTD
 600 BUSSE HIGHWAY
 PARK RIDGE, IL 60068
 (847) 684-0400

SUPERVISOR
 MERIDIAN SURVEYING, LLC
 NORTON FORELANS, I
 65201 553-0891 54932

STRUCTURAL CONSULTANT
 BY OTHERS

STRUCTURAL ANALYSIS DATE
 10/07/2016

PROJECT TYPE

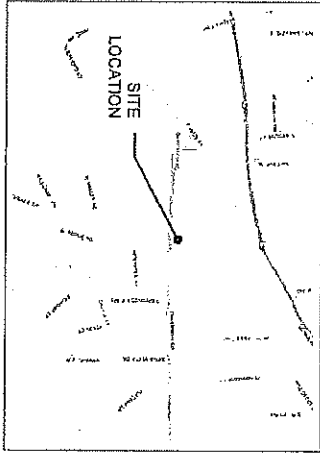
PROJECT TYPE
 PROPOSED LESSEE ANTENNAS TO BE MOUNTED ON EXISTING TOWER AT 1515 WOODFIELD ROAD, PROPOSED 9'-4" x 18'-0" EQUIPMENT PLATFORM AT BASE

SITE COORDINATES
 LATITUDE: 43° 01' 29.87" N (FROM 1A)
 LONGITUDE: 88° 11' 21.85" W (FROM 1A)
 ELEVATION: 186.5' (FROM 1A)

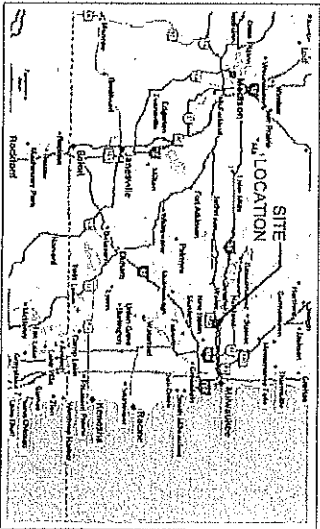
DRAWING DIRECTIONS:
 FROM LESSEE OFFICE

FROM LESSEE OFFICE
 Take IL 53 N and US-12 W to Johnsonburg Road, Waukesha Rd in Bureau Township, 7th County Hwy, Waukesha River Rd to WA-50 WVA-43 N in Fallow, WA-56 and WA-56 N to E Main St, Waukesha, Continue on E Main St, Drive to Davidson Road and take it to site.

VICINITY MAP



REGIONAL MAP



VERIZON WIRELESS

PERSONAL COMMUNICATIONS LP

d/b/a Verizon Wireless

1515 WOODFIELD ROAD, SUITE 1400
 SCHAUMBURG, ILLINOIS 60173

LOCATION NUMBER: 287804

SITE NAME: DAVIDSON ROAD

2120 DAVIDSON ROAD
WAUKESHA, WI 53186



PROJECT INFORMATION

PIN #	WAGE 1062106	ADDRESS	2120 DAVIDSON ROAD WAUKESHA, WI 53186	UTILITIES	POWER: VERIZON WIRELESS 283-574-2834
JURISDICTION	CITY OF WAUKESHA	CONSTRUCTION TYPE	UNINHABITED GOVERNMENT & INSTITUTIONAL	CONTRACTOR	91801 BROADWAY WIRELESS NETWORKS RICHARD T. SCHMIDT 414-559-3584
OWNER	VERIZON WIRELESS PERSONAL COMMUNICATIONS LP	CONTRACT PERSON	VERIZON WIRELESS PERSONAL COMMUNICATIONS LP	APPLICANT	VERIZON WIRELESS PERSONAL COMMUNICATIONS LP 1515 WOODFIELD ROAD SUITE 1400 SCHAUMBURG, IL 60173 (800) 641-1235
CONSTRUCTION MANAGER	BRUN, ZANZIG (414) 784-4466	REAL ESTATE MANAGER	MELISSA DOBRO (414) 451-1287		

DRAWING INDEX

SHEET	TITLE SHEET	REVISION
T-1	TITLE SHEET	3
C-1	ENGINEERING SITE PLAN	4, 5
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C-4	GENERATOR FOUNDATION PLAN	
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A-2	SITE DETAILS	
A-3	ANTENNA MOUNTING DETAILS	
A-4	SITE DETAILS	
B-1	EQUIPMENT PLATFORM PLAN & NOTES	
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E-1	UTILITY ROUTING PLAN	
E-2	GENERATOR FOUNDATION PLAN	
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E-7	GENERATOR FOUNDATION ELEVATION	
E-8	GENERATOR FOUNDATION PLAN	
E-9	GENERATOR FOUNDATION ELEVATION	
E-10	GENERATOR FOUNDATION PLAN	
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E-95	GENERATOR FOUNDATION ELEVATION	
E-96	GENERATOR FOUNDATION PLAN	
E-97	GENERATOR FOUNDATION ELEVATION	
E-98	GENERATOR FOUNDATION PLAN	
E-99	GENERATOR FOUNDATION ELEVATION	
E-100	GENERATOR FOUNDATION PLAN	

ATTACHMENTS

- 1 OF 4 SITE SURVEY
- 2 OF 4 SITE SURVEY
- 3 OF 4 SITE SURVEY
- 4 OF 4 SITE SURVEY

TERRA
 CONSULTING GROUP, LTD
 600 BUSSE HIGHWAY
 PARK RIDGE, IL 60068
 (847) 684-0400

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
 d/b/a Verizon Wireless

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	10/15/16	STP	ISSUED FOR PERMITS
2	10/15/16	STP	ISSUED FOR PERMITS
3	10/15/16	STP	ISSUED FOR PERMITS
4	10/15/16	STP	ISSUED FOR PERMITS
5	10/15/16	STP	ISSUED FOR PERMITS
6	10/15/16	STP	ISSUED FOR PERMITS
7	10/15/16	STP	ISSUED FOR PERMITS
8	10/15/16	STP	ISSUED FOR PERMITS
9	10/15/16	STP	ISSUED FOR PERMITS
10	10/15/16	STP	ISSUED FOR PERMITS

LOC. # 287804

DAVIDSON ROAD

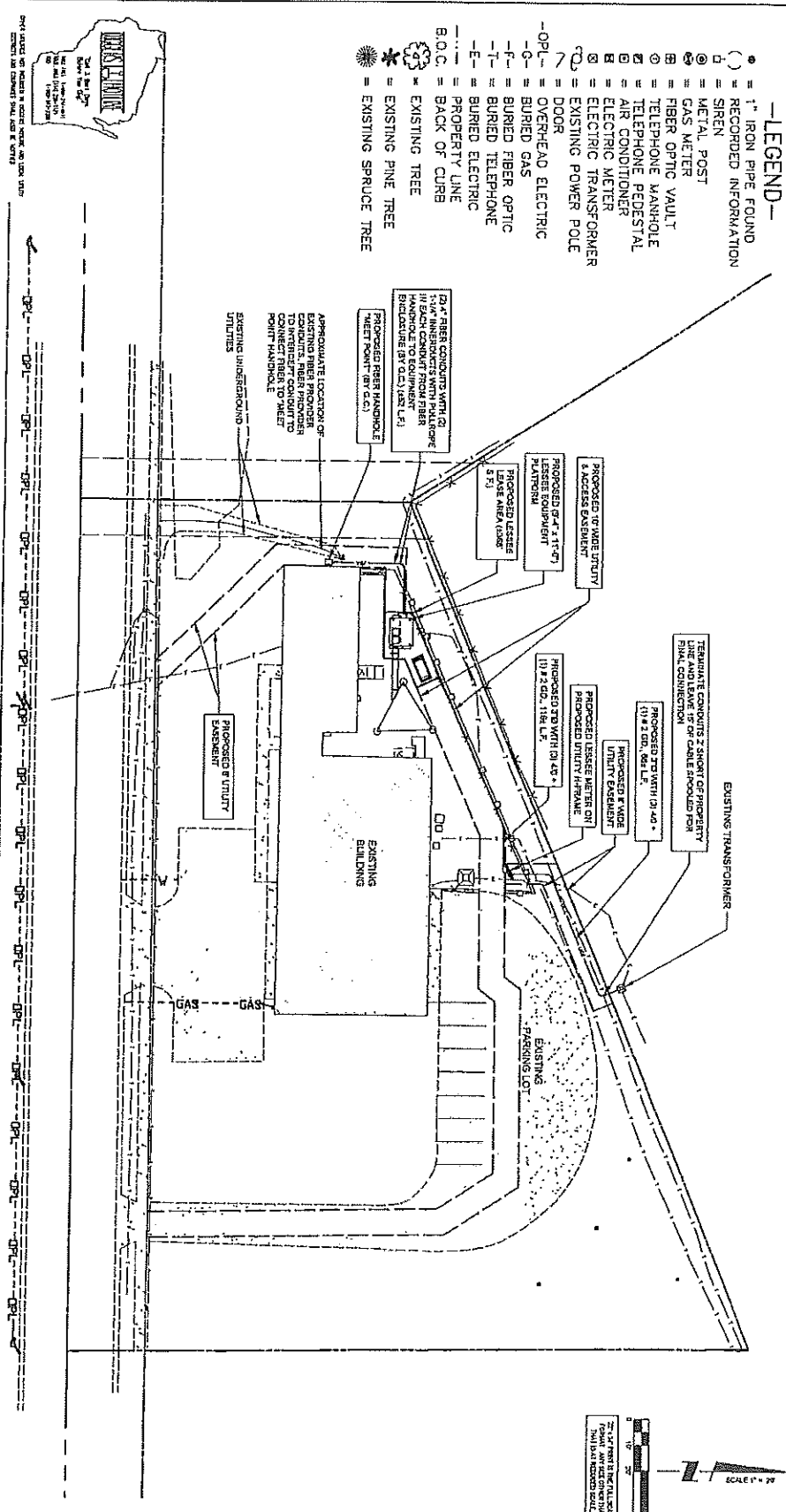
2120 DAVIDSON ROAD
WAUKESHA, WI 53186

SHEET NUMBER
T-1

TITLE SHEET

-LEGEND-

- = 1" IRON PIPE FOUND
- () = RECORDED INFORMATION
- S = SIREN
- ⊙ = METAL POST
- ⊕ = GAS METER
- ⊗ = FIBER OPTIC VAULT
- ⊘ = TELEPHONE MANHOLE
- ⊚ = TELEPHONE PEDESTAL
- ⊛ = AIR CONDITIONER
- ⊜ = ELECTRIC METER
- ⊝ = ELECTRIC TRANSFORMER
- ⊞ = EXISTING POWER POLE
- ⊟ = DOOR
- ⊠ = OVERHEAD ELECTRIC
- G- = BURIED GAS
- F- = BURIED FIBER OPTIC
- T- = BURIED TELEPHONE
- E- = BURIED ELECTRIC
- = PROPERTY LINE
- B.O.C. = BACK OF CURB
- ⊙* = EXISTING TREE
- ⊙** = EXISTING SPRUCE TREE



SHEET PERIOD: BR

MERIDIAN SURVEYING, LLC

181774 First Avenue, N
 Mendota, WI 53182

Office: 920-931-0881
 Fax: 920-273-8037

REGULATORY ADMINISTRATOR
 SUE BUCHHEIT, (WI #) 317-512-1199
 1300 W. 57th EAST, GREEN BAY, WI
 CLAYTON - 91778

1 LOCATION PLAN

CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES OR UTILITIES. CONTRACTOR SHALL PHOTOGRAPH AND VERIFY THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION. ANY DAMAGE CAUSED DURING CONSTRUCTION SHALL BE REPAIRED TO EXISTING OR BETTER CONDITION AT NO ADDITIONAL COST.

THE CONTRACTOR WILL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES AND STRUCTURES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL INVESTIGATE AND IDENTIFY ALL UTILITIES AND STRUCTURES TO BE DELETED OR RELOCATED PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED TO ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST.

BEFORE AND DURING CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE ADEQUATE EROSION CONTROL AS WELL AS SLOPE PROTECTION TO ALL EXPOSED AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES AND STRUCTURES TO REMAIN. ANY DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED TO ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST.

REVISED PLAN FRAME DETAILS

NO.	DESCRIPTION	DATE	BY
1	REVISED PER PERMITS	12/18/16	BTE
2	REVISED PER PERMITS	12/18/16	PP
3	REVISED PER PERMITS	12/18/16	AM
4	REVISED PER PERMITS	12/18/16	AA
5	REVISED PER PERMITS	12/18/16	AA
6	REVISED PER PERMITS	12/18/16	BTE

TERRA
 600 BIRCHWOOD DRIVE
 PAPER BRIDGE, WI 53044
 TEL: 920-838-8900
 FAX: 920-438-4441

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
 626 Vericon Street

2720 DAVIDSON ROAD
 WAUKESHA, WI 53186

DAVIDSON ROAD

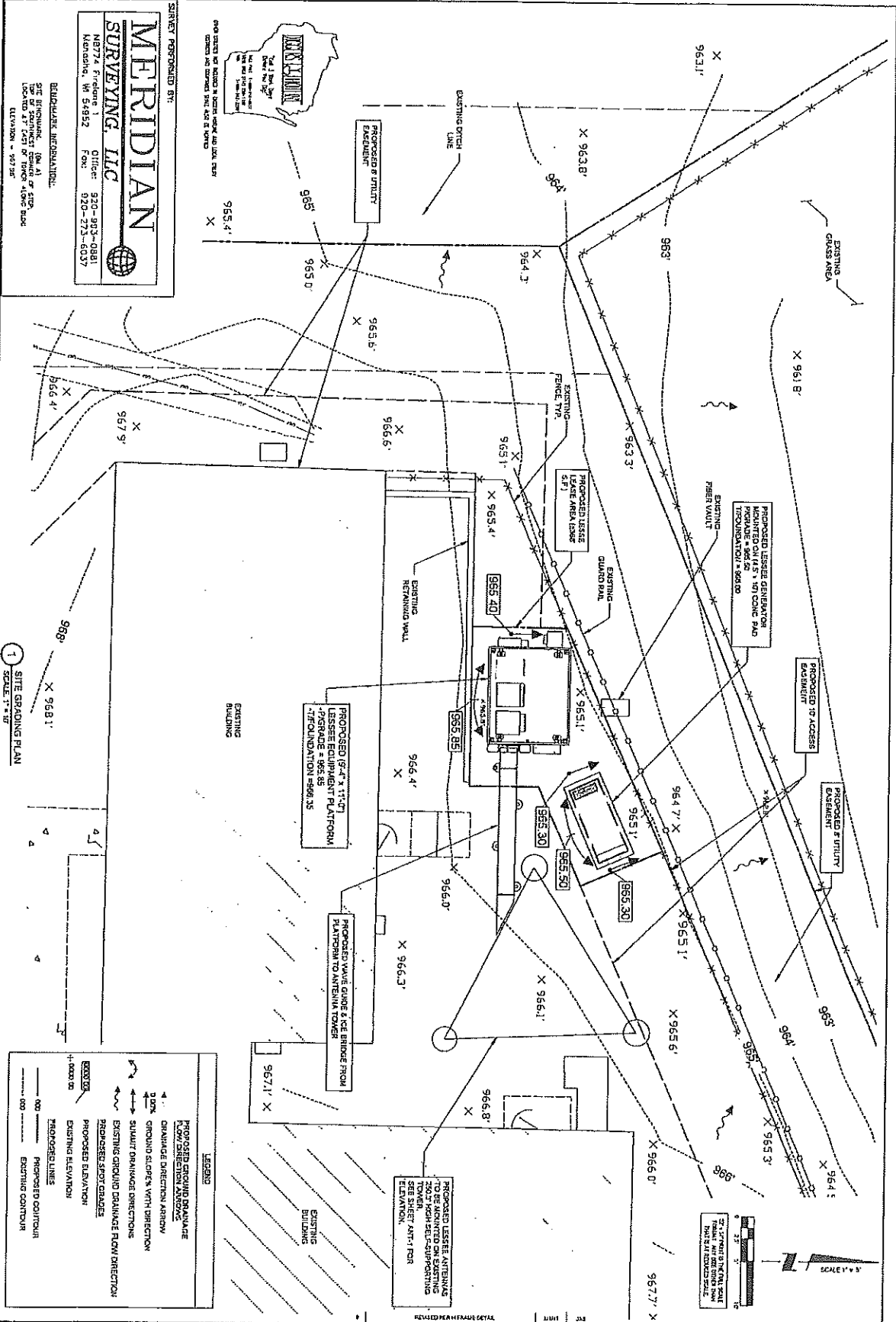
LOC. # 287804

DATE: 12/18/16
 DRAWN BY: BTE
 CHECKED BY: PP

PROJECT # 201531

SHEET TITLE: LOCATION PLAN

LP



DAVIDSON ROAD

LOC. # 287804

2720 DAVIDSON RD
WAHLENSHA, VA 53786

DATE: 10/11/11

BY: [Signature]

SCALE: 1" = 10'

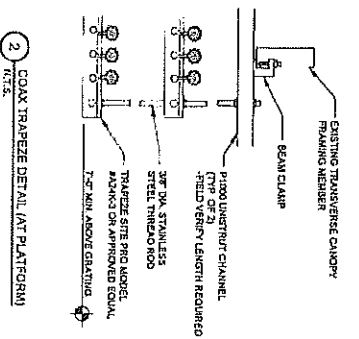
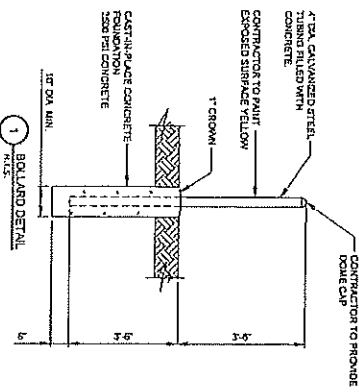
TERRA

628 ROUTE 103 HWY
PARK RIDGE, VA 22969
PHONE: 800.888.8888
FAX: 540.433.4444

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP

628 Verizon Way

NO.	DATE	BY	DESCRIPTION
1	10/11/11	PP	REVISED FOR NEW PLATFORM
2	10/11/11	PP	REVISION FOR PERMIT
3	10/11/11	JM	UPDATE PERMIT
4	10/11/11	PA	UPDATE PERMIT (COORDINATION)
5	10/11/11	PA	REVISED PERMIT (COORDINATION)
6	10/11/11	PP	ISSUED FOR FINAL



OTHER VIEWS ON ARCHITECT'S RECORD DRAWING AND LOCAL AGENCY RECORDS AND COMMENTS SHEET AND IN COMMENTS

REVISED PER ARCHITECT DETAIL 6/2/17 JAS

NO	DESCRIPTION	DATE	BY
1	REVISED PER ARCHITECT DETAIL	12/11/14	ATE
2	ISSUED FOR PERMITTING	1/15/15	PP
3	UPDATE PER REVIEWER	1/16/17	AM
4	UPDATE PER ARCHITECT DETAIL	12/28/17	AA
5	REVISED FOR FINAL	12/28/17	ATE

TERRA
 603 BULLOCK ROAD
 PARKERSBURG, WV 26101
 PHONE: 304-444-8400
 FAX: 304-444-4141

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
 4324 VERIZON DRIVE

DAVIDSON ROAD
 LOC. # 287804

2120 DAVIDSON RD
 WALKERSVA, VA 53188

DATE: 09/17/14
 DRAWN BY: TLR
 CHECKED BY: TLR
 PROJECT # 231523

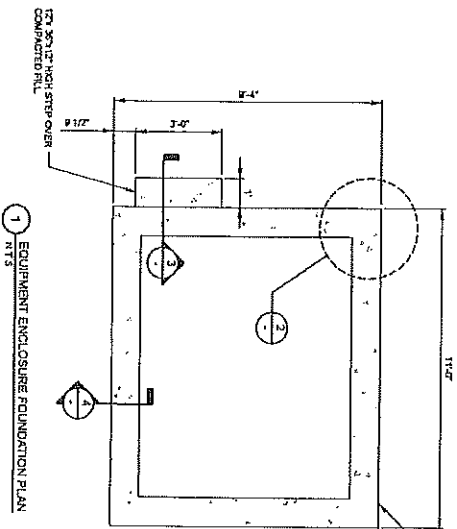
DATE: 09/17/14
 DRAWN BY: TLR
 CHECKED BY: TLR
 PROJECT # 231523

DATE: 09/17/14
 DRAWN BY: TLR
 CHECKED BY: TLR
 PROJECT # 231523

Referred on 11/09/17

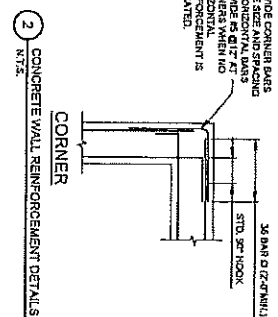
File Number: 172-O-058

Referred to IU - FI 25

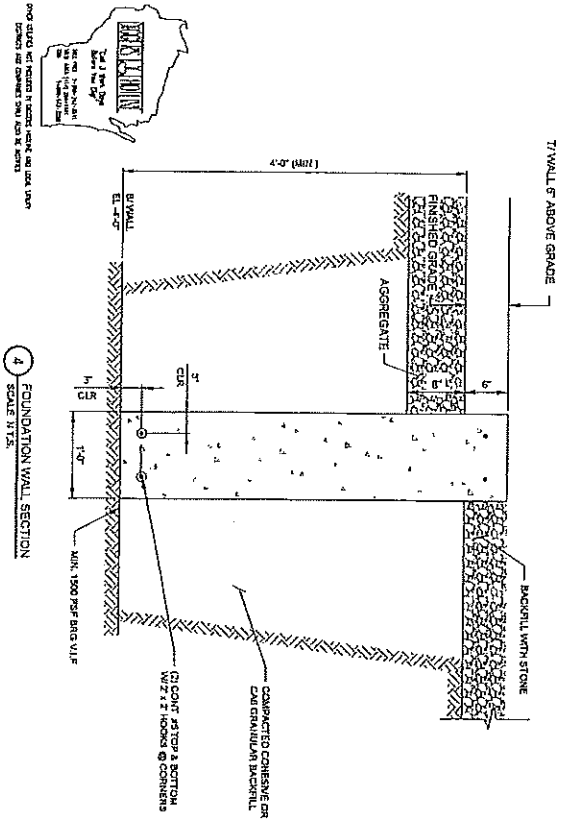


EQUIPMENT PLATFORM BRACKET TOTAL OF FOUR COORDINATE WITH EQUIPMENT PLATFORM MANUFACTURER

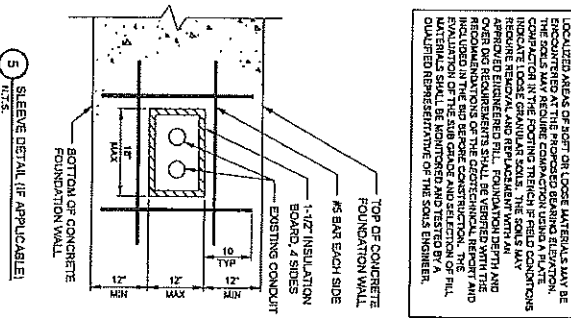
1 EQUIPMENT ENCLOSURE FOUNDATION PLAN
NT 3



2 CONCRETE WALL REINFORCEMENT DETAILS
NT 3



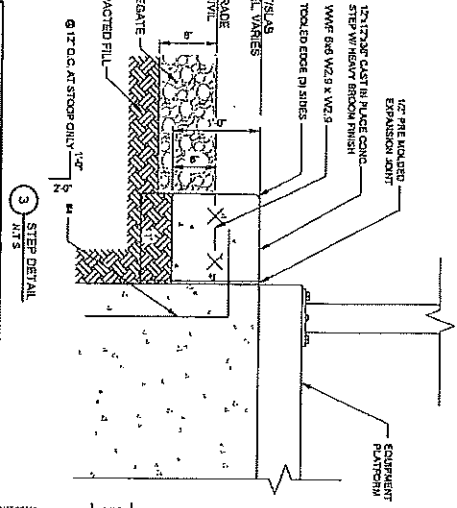
4 FOUNDATION WALL SECTION
SCALE NT 3



5 SLEEVE DETAIL (IF APPLICABLE)
NT 3

C-4 TO BE REFER TO GEOTECH REPORT SUBMITTED BY RUMBER DATED OCTOBER 18, 2011

NOTE:
LOCATED AREAS OF SOFT OR LOOSE MATERIALS MAY BE IDENTIFIED AT THE PROPOSED FOUNDATION ELEVATION. THE SOILS AT THE PROPOSED FOUNDATION ELEVATION, COMPACTOR IN THE FOOTING TRENCH FIELD CONDITIONS INDICATE LOOSE GRANULAR SOILS. THE SOILS MAY BE IDENTIFIED AT THE PROPOSED FOUNDATION ELEVATION APPROVED ENGINEER'S FIELD REPORT AND OVER DIG REQUIREMENTS SHALL BE VERIFIED WITH THE INDICATED AREAS OF SOFT OR LOOSE MATERIALS. THE INDICATED AREAS OF SOFT OR LOOSE MATERIALS SHALL BE REMOVED AND REPLACED BY A COMPACTED REPRESENTATIVE OF THE SOILS ENGINEER.



3 STEP DETAIL
NT 3

A. EQUIPMENT PLATFORM FOUNDATION:
1. REFER TO CIVIL DRAWINGS FOR ORIENTATION OF THE FOUNDATIONS.
2. EQUIPMENT ENCLOSURE FOUNDATION IS DESIGNED FOR THE FOLLOWING LOADS:
ROOF LIVE LOAD: 81 PSF
FLOOR LIVE LOAD: 81 PSF
3. THE CONTRACTOR SHALL NOTIFY THE CLIENT'S GEOTECHNICAL ENGINEER TO COORDINATE HAVING A FIELD REPRESENTATIVE ON SITE FOR TESTING AND INSPECTION.
4. FOOTINGS SHALL BEAR ON VIRGIN SOIL OR COMPACTED FILL MATERIAL CAPABLE OF SUPPORTING A MINIMUM SOIL BEARING PRESSURE OF 1.5 TONS PER SQUARE FOOT.
5. SUBGRADE PREPARATION:
A. REMOVE ALL SOIL CONTAINING TOPSOIL, GROUND WATERS, AND/OR ALL MATERIALS FROM WITHIN AREA OF ENCLOSURE FOUNDATION.
B. PROOF ROLL, RESULTING SUBGRADE WITH A HEAVILY LOADED SINGLE AXLE ROLLER OR SIMILAR FIELD ROLLER. CONTRACTOR SHALL UNDERSTAND AND BE AWARE THAT THE ROLLING SHALL BE DIRECTED BY THE TESTING AGENCY. CONTRACTOR SHALL INCLUDE AN IMPROVED SUBGRADE AND REPLACEMENT AS INDICATED IN THE GEOTECHNICAL REPORT AS PART OF THE BID.
C. BACKFILL AND COMPACT THE AREA WITHIN THE PLATFORM FOUNDATION, BETWEEN RESULTANT 4. BACKFILL AND PLATFORM WALL WITH APPROVED GRANULAR MATERIAL.
6. FOUNDATION WALL SHALL BE BACKFILLED EVENLY ON EACH SIDE OF THE WALL OR WALLS PLACED AND CURED FOR 72 HOURS MINIMUM.
7. PLATFORM SHALL NOT BE SET UNTIL FOUNDATION WALL HAS BEEN CURED FOR 72 HOURS MINIMUM.
8. COMPACTION TO ENSURE FOUNDATION WALL ARE FOULDED TO MEET FLATNESS LEVEL TOLERANCES AS INDICATED IN A4.4.5.6 AND 4.5.7

B. EQUIPMENT PLATFORM:
THE EQUIPMENT PLATFORM IS A PRE-FABRICATED ALUMINUM MANUFACTURED BY FRIERBOND, MINNEAPOLIS, MN 55412. THE EQUIPMENT PLATFORM SHALL BE MANUFACTURED TO THE REQUIREMENTS OF THE MANUFACTURER'S SPECIFICATIONS.
C. CONCRETE NOTES:
1. ALL CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS OF ACI 318 AND ACI 301.
2. ALL CONCRETE SHALL BE PLACED AND CURED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.
3. ALL CONCRETE SHALL BE PLACED AND CURED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.
4. ALL CONCRETE SHALL BE PLACED AND CURED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.
5. ALL CONCRETE SHALL BE PLACED AND CURED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.
6. ALL CONCRETE SHALL BE PLACED AND CURED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.
7. ALL CONCRETE SHALL BE PLACED AND CURED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.
8. ALL CONCRETE SHALL BE PLACED AND CURED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.

REVISIONS	DATE	BY	DESCRIPTION
1	10/18/11	WTE	REVISED PER NEW PLATFORM
2	10/18/11	WTE	ISSUED FOR PERMITTING
3	10/18/11	AJL	UPDATE PER REVIEWER
4	10/18/11	NA	UPDATE PER AREA COORDINATION
5	10/18/11	NA	REVISED FOR AREA COORDINATION
6	10/18/11	WTE	ISSUED FOR FINAL
7	10/18/11	WTE	ISSUED FOR CONSTRUCTION

2120 DAVIDSON ROAD
VALENSBURG, VA 23188

DAVIDSON ROAD

LOC. # 287804

DATE: 10/18/11

PROJECT # 23102

2120 DAVIDSON ROAD
VALENSBURG, VA 23188

DAVIDSON ROAD

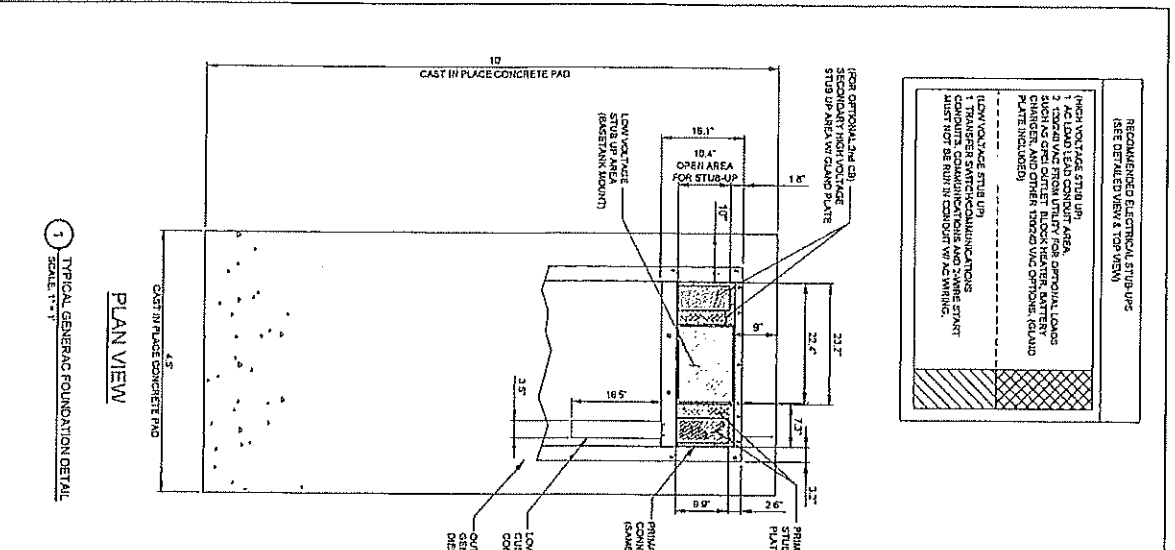
LOC. # 287804

DATE: 10/18/11

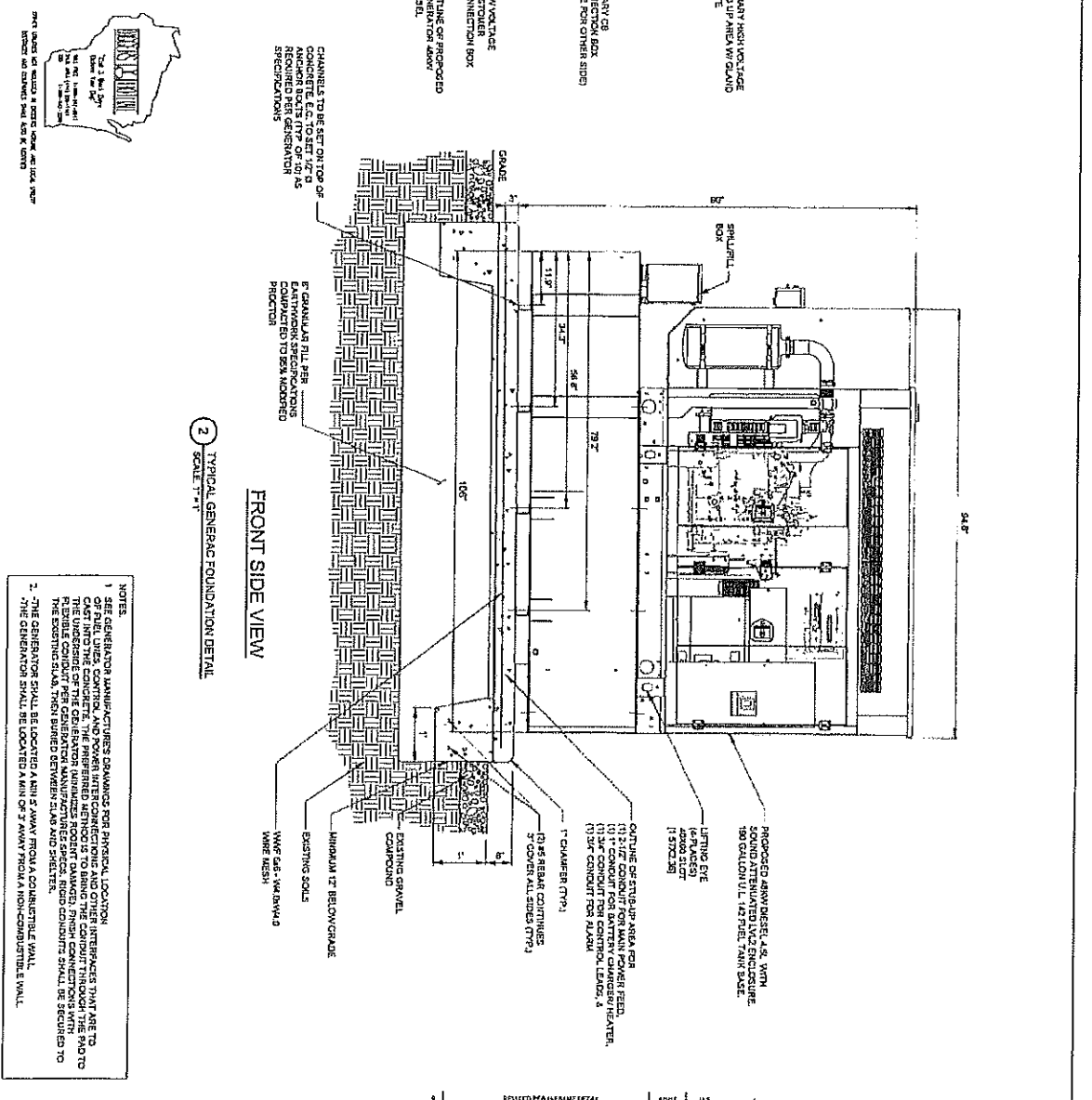
PROJECT # 23102

TERRA
220 BUSINESSWAY
PARK RIDGE, VA 22081
TEL: 478-388-6400
FAX: 478-488-4411

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
676 WILSON ROAD



1 TYPICAL GENERATOR FOUNDATION DETAIL
SCALE 1/4" = 1'-0"



2 TYPICAL GENERATOR FOUNDATION DETAIL
SCALE 1/4" = 1'-0"

NOTES:
1. SEE GENERATOR MANUFACTURERS DRAWINGS FOR PHYSICAL LOCATION OF FUEL LINES, CONTROL AND POWER WIRING. INTERFERES SHALL BE CAST INTO THE CONCRETE. THE PREFERRED METHOD IS TO BRING THE CONDUIT THROUGH THE WINDSHIELD OF THE GENERATOR, RUNNERS SHOULD BE DAMAGED. FINISH CONNECTIONS WITH THE EXISTING SLAB, THEN BURIED BETWEEN SLAB AND SHEET PILE.
2. THE GENERATOR SHALL BE LOCATED A MIN. OF 3' AWAY FROM AN ADJACENT SHEET PILE.

NO.	DESCRIPTION	DATE	BY
1	REVISED PER AIA REVISION	10/14/14	BIE
2	REVISED PER PERMITS	10/14/14	JP
3	UPDATE PER REVIEW	03/24/15	JAM
4	UPDATE PER FIELD CORRECTIONS	02/20/15	KA
5	REVISED PER PERMITS	03/24/15	KA
6	ISSUED FOR FINAL	04/01/15	ATK

DAVIDSON ROAD
 LOC. # 287804
 2120 DAVIDSON RD
 WAUKESHA, WI 53186

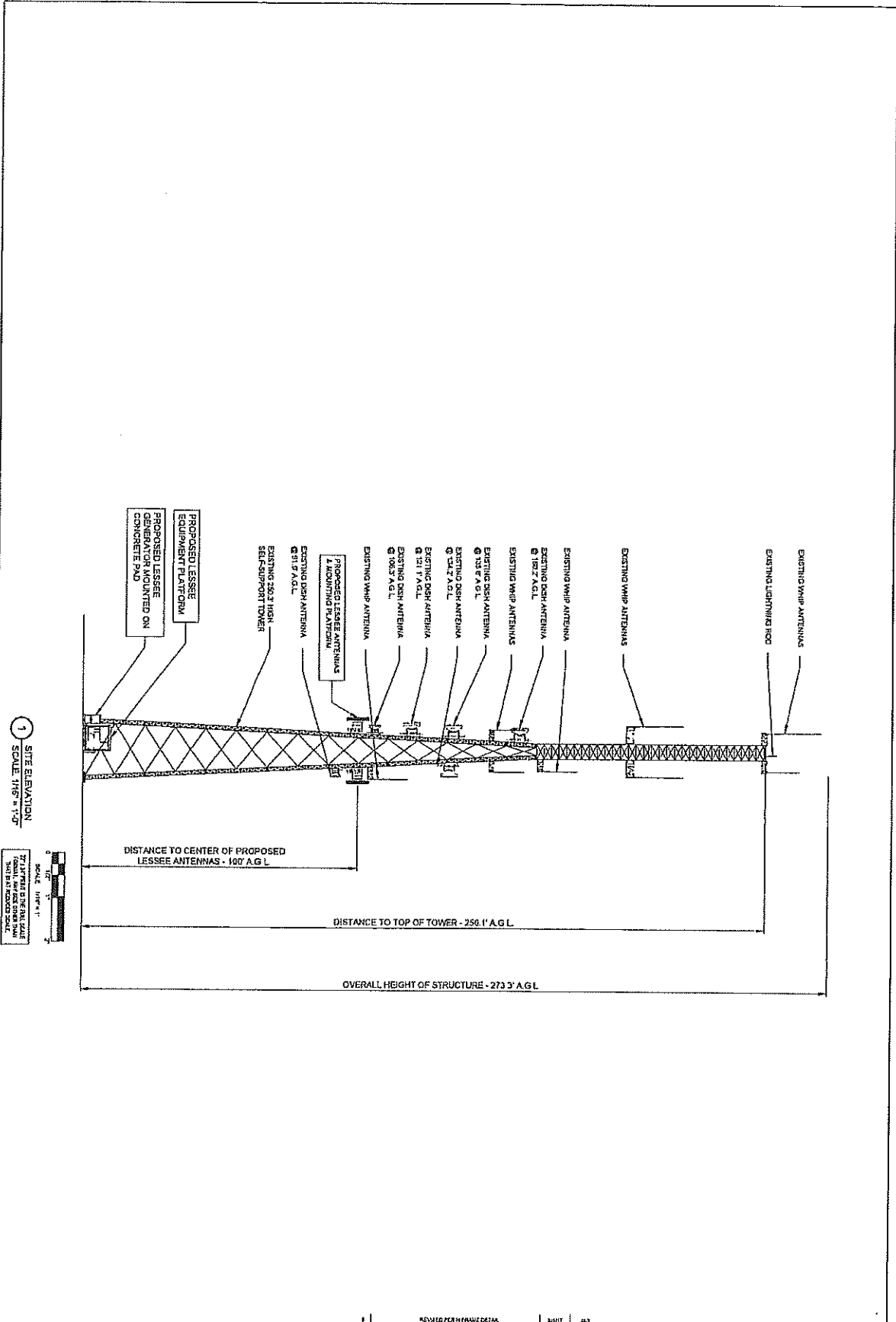
TERRA
 620 BUENA VISTA
 PARK ROAD, S. 6250
 PH: 847-488-4400
 FAX: 847-488-4441

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
 2014 Verizon Wireless

PROJECT # 141253
 DATE 10/14/14
 DRAWN BY TAD
 CHECKED BY JAM
 PROJECT # 141253

DIRECTOR
 PROJECT # 141253

C-5



2730 DAVIDSON RD.
 WAKESHA, WI 53186
 DAVIDSON
 ROAD
 LOC. # 287804
 7/29/17
 PROJECT # 35-125

NO.	DESCRIPTION	DATE	BY
1	REVISED PER FINAL DETAIL	10/14/16	ETE
2	ISSUED FOR PERMITTING	1/19/16	PP
3	UPDATE PER REVIEWER	1/20/15	JM
4	UPDATE PER P&E COORDINATION	12/29/11	KA
5	REVISED FOR FIBER COORDINATION	12/28/11	BA
6	ISSUED FOR FINAL	04/23/11	ETE
7	ISSUED FOR PERMITTING	04/23/11	ETE

TERRA
 405 BATTLE CREEK WAY
 PARK RIDGE, IL 60064
 PH: 847-433-4100
 FAX: 847-433-4411

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
 60% Verizon Wireless

Referred to: **JU - FI**

RF EMISSIONS REPORT REQUIRED

YES
 NO

DATE OF REPORT: _____

HYBRID LENGTH		AT GROUND		AT STRUCTURE		TOTAL [A]
SECTOR	HOR [A]	VER [A]	HOR [A]	VER [A]	RAV/CAP [C, D, E]	TOTAL [A]
MAIN	27	5	10	100		138

EQUIPMENT CHANGE REQUEST FORM - ECR

Location/Address: 21141 N WISSELA
 City/State: WISCONSIN
 Date of Request: 08/23/11
 Requested By: [Name]
 Approved By: [Name]
 Date Approved: [Date]

PROPOSED CONFIGURATION									
Antenna	Frequency	Power	Height	Orientation	Antenna Type	Antenna Model	Antenna Gain	Antenna EIRP	Antenna Class
Alpha									
1	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
2	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
3	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
4	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
5	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
6	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
7	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
8	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
9	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
10	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
Beta									
11	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
12	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
13	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
14	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
15	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
16	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
17	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
18	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
19	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
20	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
Gamma									
21	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
22	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
23	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
24	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
25	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
26	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
27	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
28	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
29	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power
30	800-850 MHz	100W	100'	0°	Vertical	Vertical	2.15	21.5W	Low Power

PCB CONNECTORS ONLY

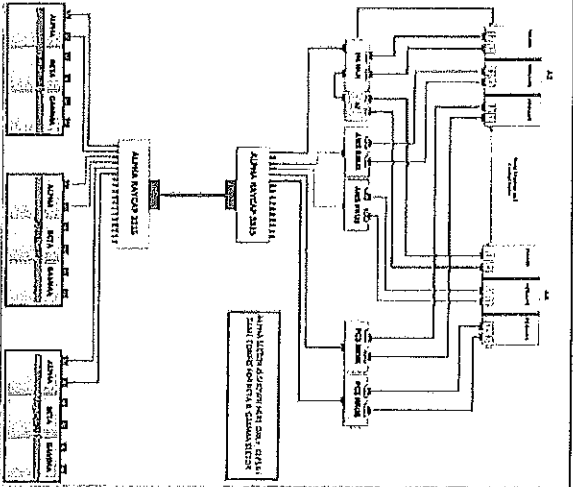
1 PROPOSED ANTENNA CONFIGURATION

COMMUNITY: [Name]
 MAJOR STAIRS IDENTIFIED: [Name]

2 COMBINER CABLE DATA INFORMATION

Run 1500 feet composite cable from TRU to Antenna 1, along chain of towers. All towers w/ r equipment is tower mounted. Best advised equipment can be in code listed.

Code	Part Component	Quantity	Notes
1	1500' Composite Cable	1	
2	Combiner	1	
3	Antenna	1	



ANT-2

2120 DAVIDSON RD
 WAUKESHA, WI 53186

DAVIDSON ROAD
 LOC. # 287804

DATE: 08/23/11
 PROJECT #: 33-1523

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	REVISION FOR NEW PLACEMENT	07/15/11	BJE
2	UPDATE FOR NEW ECR	08/23/11	AU
3	UPDATE FOR TOWER COORDINATION	08/23/11	SA
4	REVISION FOR TOWER COORDINATION	08/23/11	SA
5	ISSUED FOR FINAL	08/23/11	BJE

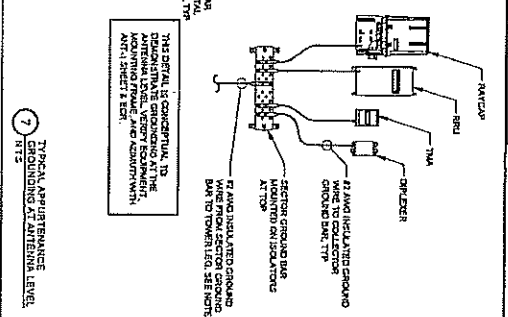
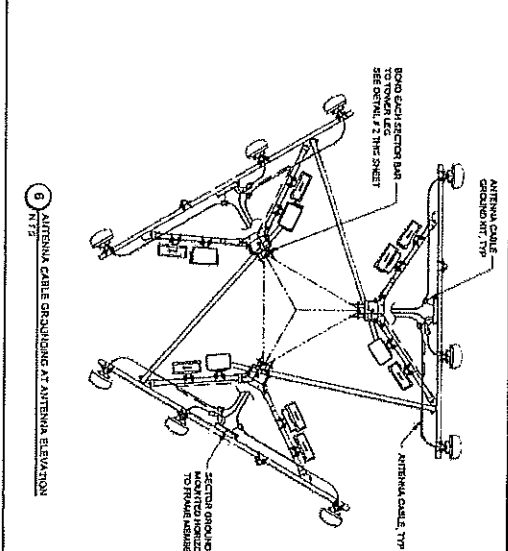
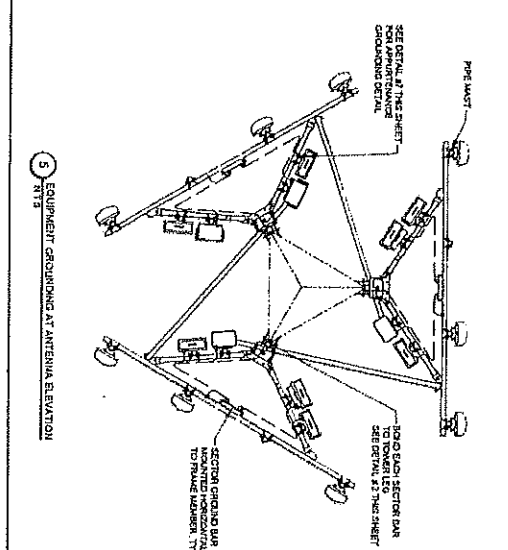
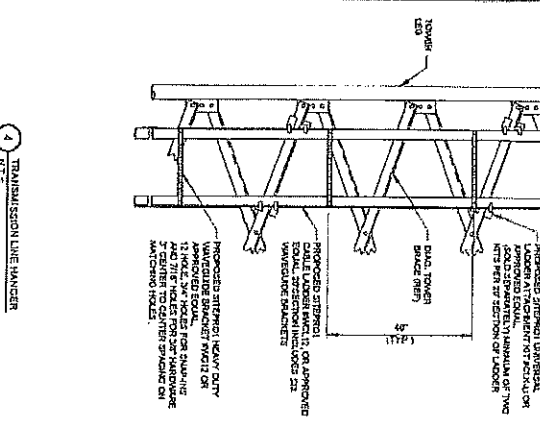
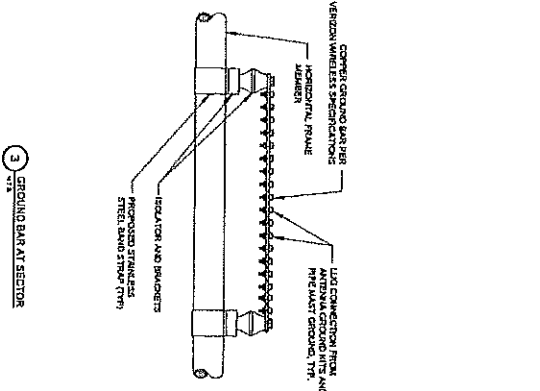
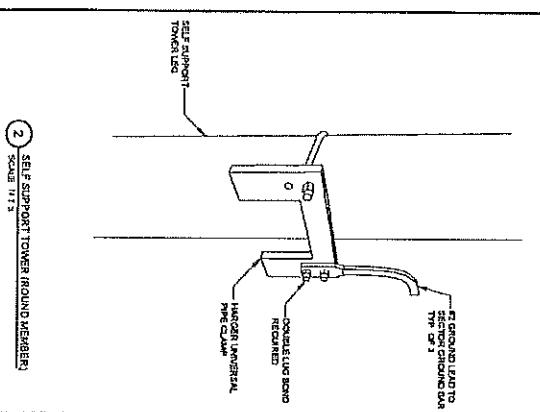
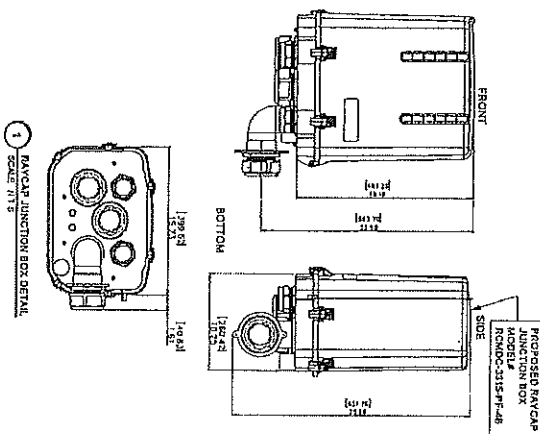
TERRA

1000 W. WISCONSIN ST.
 PARK ROUGE, IL 60468
 PH: 847-491-8448
 FAX: 847-491-6441

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP

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SPECIFICATIONS:
 DC SHIELD PROTECTION FOR
 RADIATION-SENSITIVE ANTENNA
 MODEL: N/A
 WEIGHT: 25 LBS (11.3 KG)



APPROVED UL LISTED GROUND CLAMPS

APPLICATION	UL LISTED HANGER PART #
VERTICAL FLANGE	711, 2127, 2137P
PIPE MEMBER	515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000
HANGER PIPE CLAMP SIZED TO FIT DIAMETER OF PIPE	
HANGER UNIVERSAL PIPE CLAMP	

NOTES:
 1. THE BOND BETWEEN THE SECTOR BAR AND THE TOWER IS TO BE MECHANICALLY FORGED OR WELDED. APPROVED MECHANICAL CONNECTION CLAMP.
 2. GROUND CONNECTIONS MUST BE DOUBLE CHECKED TO ENSURE PROPER CONNECTION TO EQUIPMENT AND TOWER LEGS.

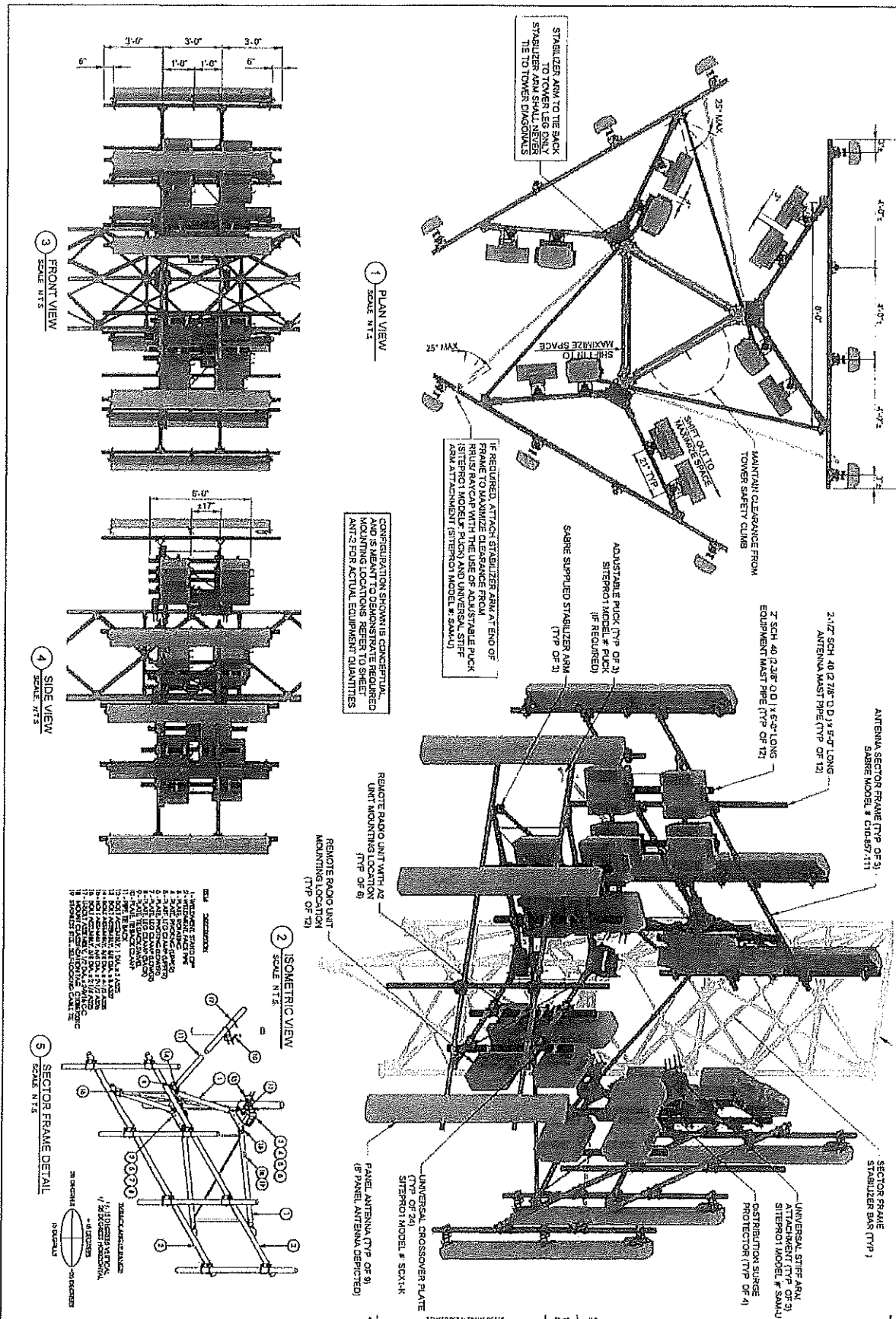
2120 DAVIDSON RD
 WAUKESHA, WI 53186
 LOC. # 287804
 DAVIDSON ROAD
 ANT-3
 DATE: 09/17
 PROJECT #: 23122
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: 1/8" = 1'-0"

REVISIONS

NO.	DATE	BY	DESCRIPTION
01	01/10/14	ATE	REVISED FOR NEW PLATFORM
02	10/14/14	FP	ISSUED FOR PERMITTING
03	05/01/17	AW	UPDATE PER REVIEW
04	05/01/17	RA	UPDATE PER REVIEW
05	05/01/17	RA	REVISED PER PLSA COORDINATION
06	06/01/17	ATE	ISSUED FOR FINAL
07	09/17/17	ATE	REVISED FOR FINAL

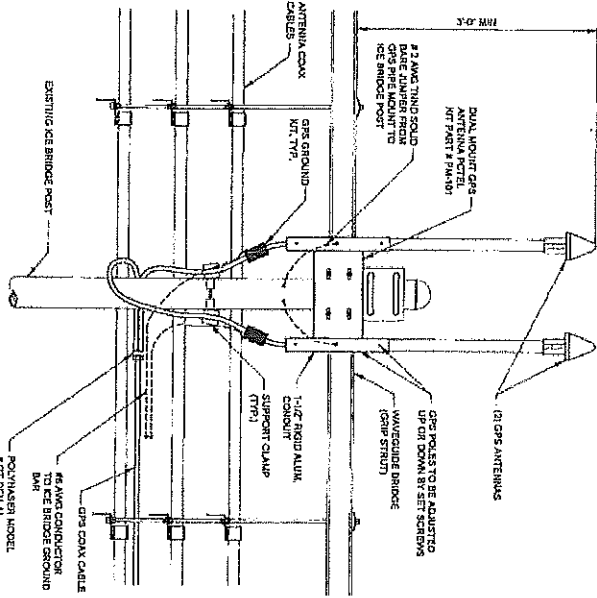
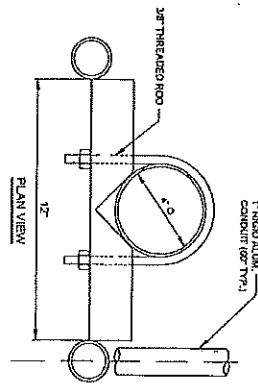
TERRA
 600 BUSSE HIGHWAY
 PARK RIDGE, IL 60064
 TEL: 847-888-8200
 FAX: 847-888-6841

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
 2500 Veridian Way
 Overland Park, MO 66201
 TEL: 913-491-7000
 FAX: 913-491-7000

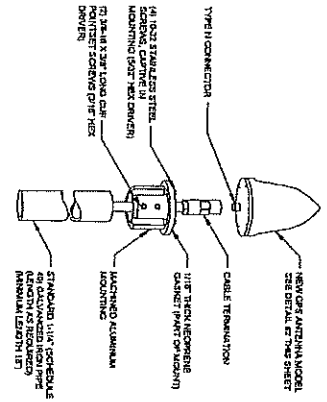


NO.	DATE	BY	DESCRIPTION
1	12/18/08	BTE	REVISED FOR NEW PLATEFORM
2	12/18/08	PP	REVISED FOR PERMITS
3	12/18/08	AU	UPDATE FOR NEW LOG
4	12/18/08	AJ	UPDATE FOR RFR CONNECTION
5	12/18/08	KA	REVISION FOR RFR CONNECTION
6	12/18/08	BTE	REVISION FOR FINAL

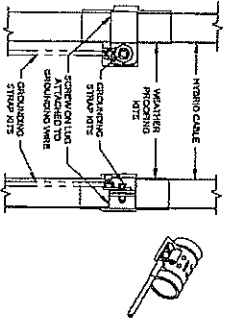
<p>DAVIDSON ROAD LOC. # 287804</p> <p>2120 DAVIDSON RD WALKER, WI 53186</p>	<p>TERRA TERRA COMMUNICATIONS LP 200 WISCONSIN AVENUE P.O. BOX 1000 PARK RIDGE, IL 60464 PH: 815 382 8200 FAX: 815 382 8400</p>	<p>VERIZON WIRELESS PERSONAL COMMUNICATIONS LP ©2008 Verizon Wireless</p>
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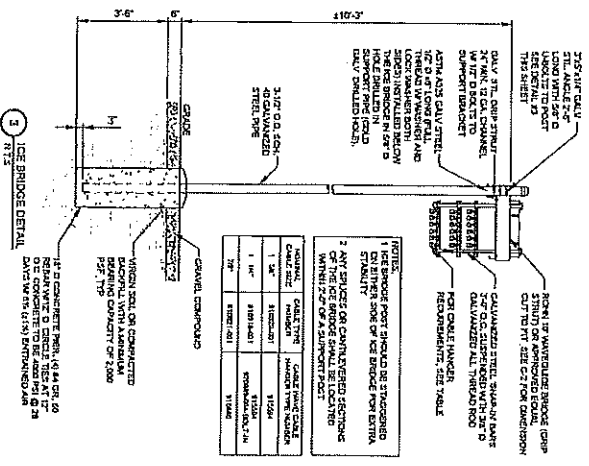
1 GPS MOUNTING DETAIL
N.T.S.



2 TYPICAL GPS DETAIL
N.T.S.



3 COAX HYBRID GROUND KIT DETAIL
N.T.S.



4 ICE BRIDGE DETAIL
N.T.S.

- NOTES:
1. THIS DETAIL IS TYPICAL FOR EACH CABLE WHERE IT IS SPECIFIED TO BE CONNECTED.
 2. CABLE TO BE ORIGINATED AT ANTENNA LEVEL AND PROOF TO ENTERING SHEET, THEN ENTRY PANEL, CABLE ALSO TO BE ORIGINATED TO ENOUGH BAR ATTORNEY SIDE OF APPLICATION.
 3. USE ONLY TYPICAL COAXING WIRE.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	1/4\"/>				

2120 DAVIDSON RD
WADSWORTH, WI 53188

DAVIDSON
ROAD

LOC. # 287804

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	REVISED FOR NEW PLATFORM	10/18/04	BTE
2	ISSUED FOR PERMITS	11/14/04	PP
3	ISSUED FOR PERMITS	11/14/04	AV
4	UPDATE FOR AREA COORDINATION	02/25/05	PA
5	REVISED FOR AREA COORDINATION	02/25/05	PA
6	ISSUED FOR PERMITS	04/02/05	BTE
7	ISSUED FOR PERMITS	04/02/05	AV

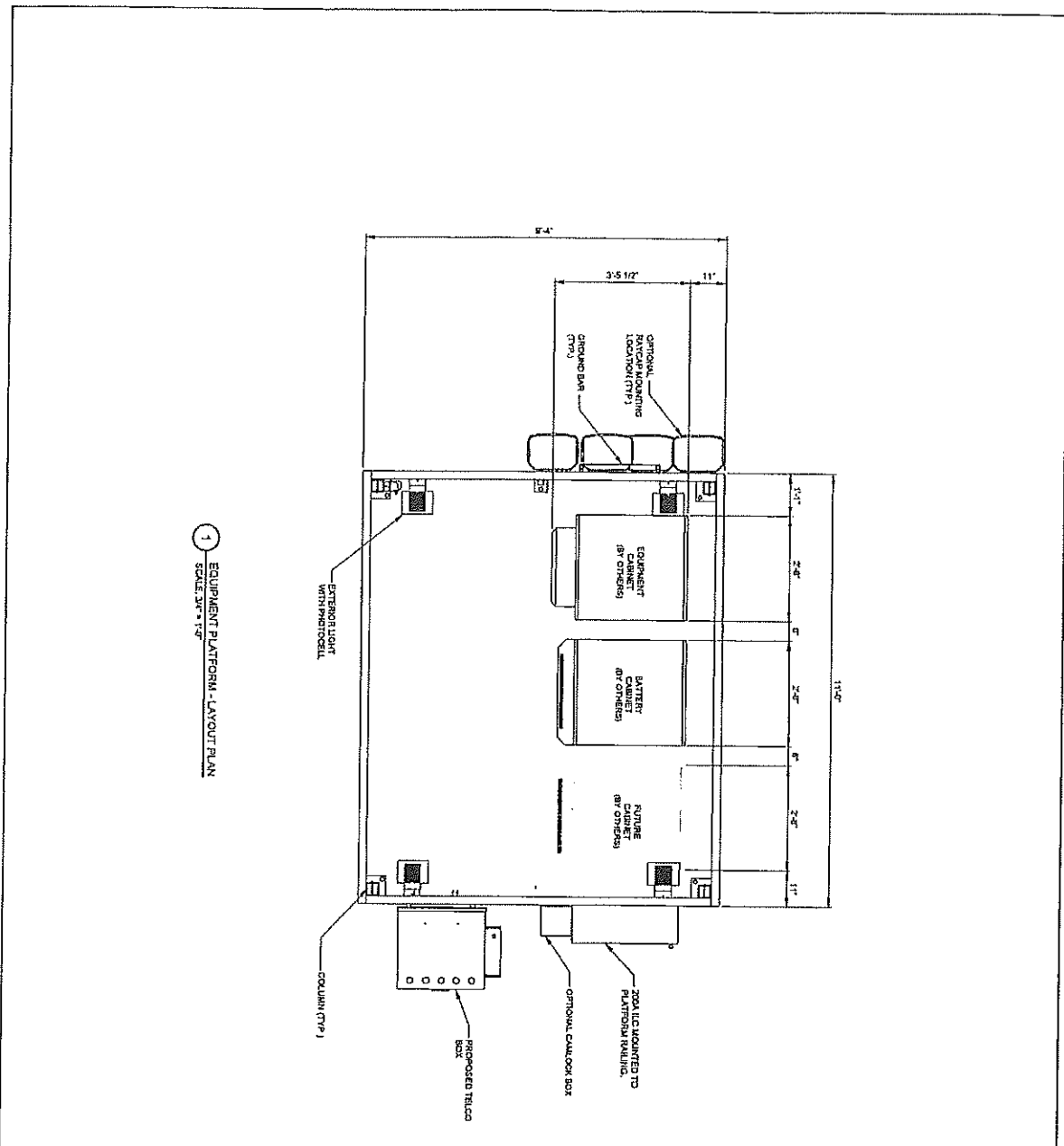
TERRA

100 W. MAIN STREET
PARK RIDGE, IL 60064
PH: 630-481-4700
FAX: 630-481-4411

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
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ANT-4

1/09/17



1 EQUIPMENT PLATFORM - LAYOUT PLAN
SCALE: 3/4" = 1'-0"

- NOTES:**
- EQUIPMENT PLATFORM PRE MANUFACTURED BY OTHERS
 - THIS IS UNARMED STORAGE AND EQUIPMENT SHED ONLY
 - PROPERTY LINE PLUSES ACCORDING TO STATE AND LOCAL CODE FROM ANY PROPERTY LINE PLUSES FROM THE ADJACENT BUILDING
 - ALL ITEMS NOTED AS "BY OTHERS" SHALL BE INSTALLED AT THE SITE. FACTOR THEN REVIEWED FOR TRANSPORT AND REINSTALLED AT THE SITE.
 - SHED NOT DESIGNED FOR INSTALLATION IN A FLOOD PRONE AREA.
 - THE EXTINGUISHER INSTALLED BY OTHERS WHEN NOT SUPPLIED BY OWNER
 - THIS SHED DOES NOT CONTAIN PLUMBING FIXTURES
 - THIS ENCLOSURE IS CLASSIFIED AS USE S-2 (IBC, IBCQ, U 1090)
 - 200A ITC INTERNATIONAL BUILDING CODE
 - 2006-2015 INTERNATIONAL BUILDING CODE
 - 2006-2012 INTERNATIONAL FIRE ALARMS AND SIGNALING CODE
 - 2004 CHICAGO BUILDING CODE
- DESIGN PARAMETERS:**
- USE GROUP: S-2 (IBC, IBCQ, U 1090)
- CONSTRUCTION TYPE: V-1 (IBC, IBCQ)
- OCCUPANCY CATEGORY: II
- ROOF LIVE LOAD: 11 PSF
- FLOOR LIVE LOAD: 80 PSF
- WIND SPEED: 120 MPH CATEGORY C
- SEismic ZONE FOR SBC: 4
- SEismic DESIGN CATEGORY FOR SBC: E (IBC)
- USE GROUP: II (IBC)
- CONCRETE FC: 3000 PSI AT 28 DAYS
- CONCRETE UNIT WEIGHT: 150 PCF

10. PLATFORM AND ASSOCIATED EQUIPMENT IS PROVIDED BY OWNER UNDER REVISIONS. THE CONTRACTOR SHALL OBTAIN NECESSARY PERMITS AND INFORMATION FROM THE LOCAL OFFICIALS AND AGENCIES. REFER TO CIVIL, STRUCTURAL, AND ELECTRICAL DRAWINGS FOR WORK TO BE PERFORMED UNDER THE CONTRACT.

REVISED PER FRAME DETAIL

NO.	DATE	BY	DESCRIPTION
1	10/24/16	BIE	REVISED PER NEW PLATFORM
2	11/15/16	PP	ISSUED FOR PERMITS
3	01/20/17	AM	UPDATE PER REVIEW
4	02/01/17	MA	UPDATE PER PERA COORDINATION
5	03/21/17	MA	REVISED PER PERA COORDINATION
6	06/01/17	BIE	ISSUED FOR PERMITS

TERRA
400 BURSE HIGHWAY
PLAZA SUITE 100
PH: 847-882-8488
FAX: 847-816-8481

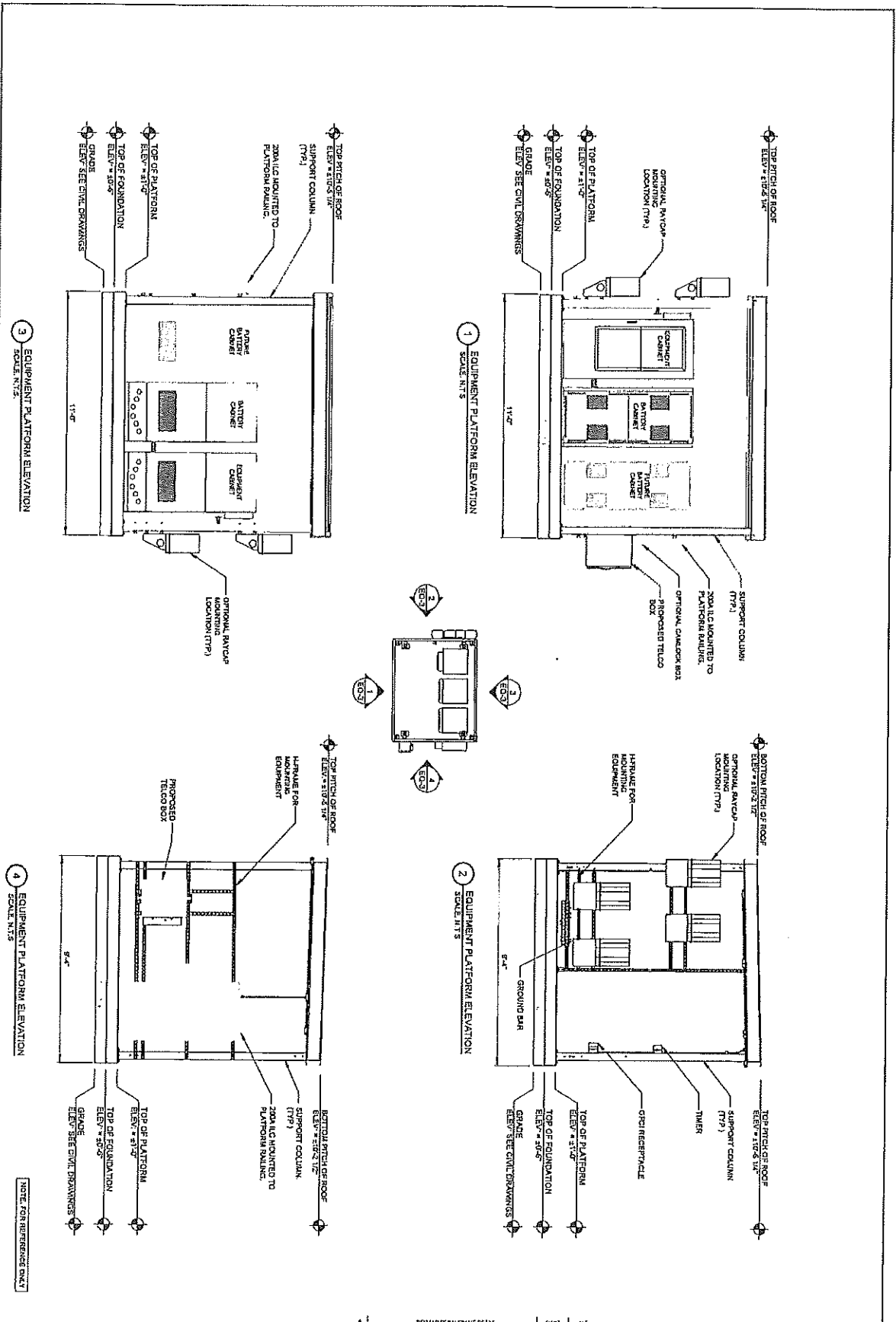
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
©2016 Verizon Wireless

B-1

EQUIPMENT PLATFORM PLAN NOTES
SHEET NUMBER

2100 DAVENPORT RD
WALKERSVILLE, VA 22601

DAVIDSON
ROAD
LOC # 287804



NO.	DATE	BY	DESCRIPTION
1	10/21/15	RT	REVISED PER ARCHITECTURE
2	10/21/15	RT	REVISED PER ARCHITECTURE
3	10/21/15	RT	REVISED PER ARCHITECTURE
4	10/21/15	RT	REVISED PER ARCHITECTURE
5	10/21/15	RT	REVISED PER ARCHITECTURE
6	10/21/15	RT	REVISED PER ARCHITECTURE
7	10/21/15	RT	REVISED PER ARCHITECTURE
8	10/21/15	RT	REVISED PER ARCHITECTURE
9	10/21/15	RT	REVISED PER ARCHITECTURE
10	10/21/15	RT	REVISED PER ARCHITECTURE

REVISIONS
 10/21/15 RT
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 10/21/15 RT

TERRA
 1100 W. HUNTERS CREEK
 SUITE 1000
 FAYETTEVILLE, AR 72701
 PH: 479-484-4400
 FAX: 479-484-4401

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
 602 Verizon Wireless

SHEET NUMBER
B-2

DRAWN BY: TJS
 CHECKED BY: TJS
 DATE: 10/21/15
 PROJECT #: 201503

7120 DAVIDSON RD
 WALKERSVILLE, VA 22658
DAVIDSON ROAD
 LOC. # 287804

REVISIONS PER FRAME DETAIL
 10/21/15

Referred to: 1/09/17
 File Number: 192-O-058
 Referred to: JU - FI

NOTES

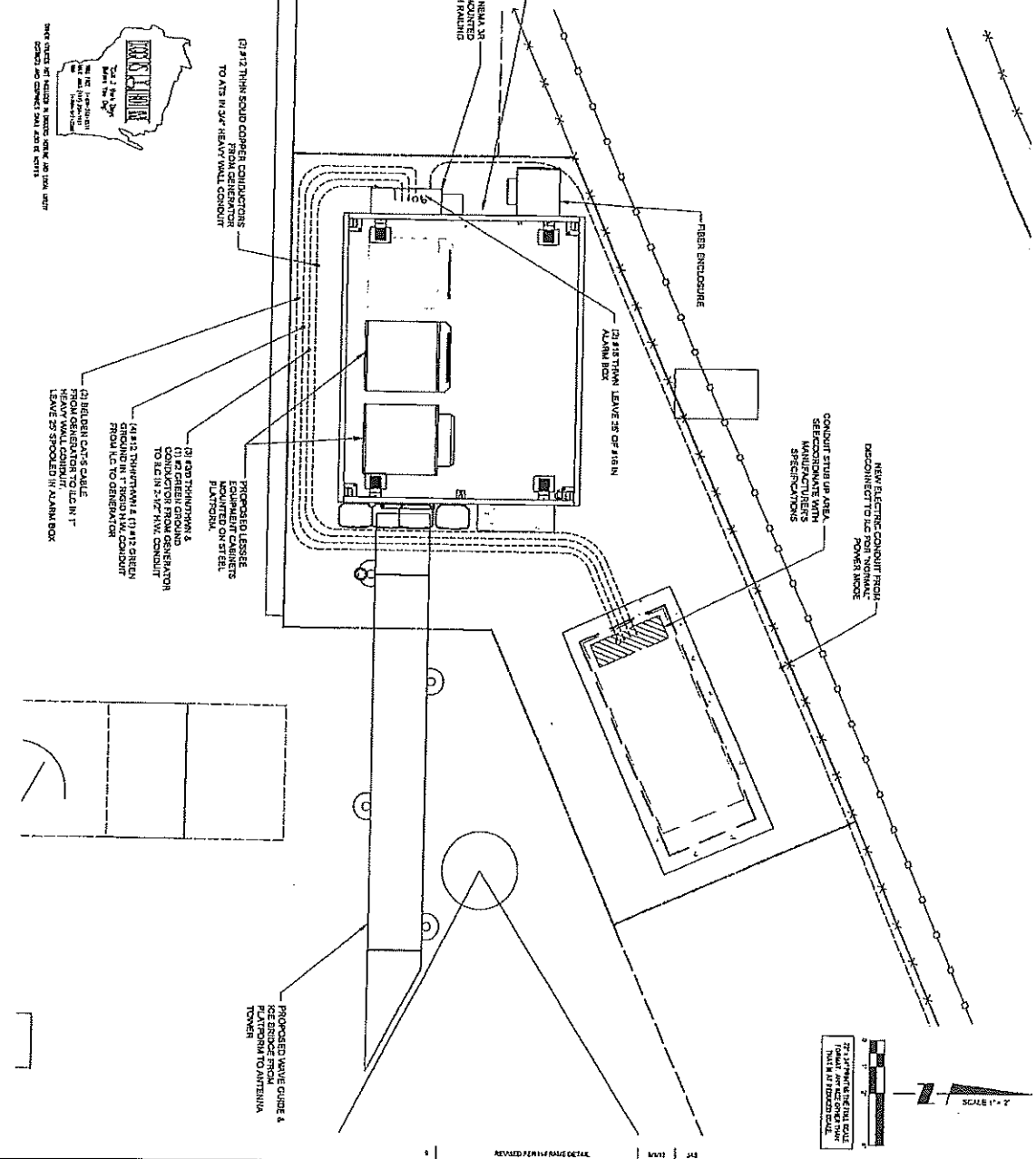
- EXISTING MANUAL TRANSFER SWITCH TO BE RELOCATED BY THE ELECTRICAL CONTRACTOR (E.C.) AND TURNED OVER TO LESSEE. REMOVED EXTERNAL GROUND TERMINATION AND RECONNECT TO NEW TRANSFER SWITCH USING EXISTING GROUND LUG.
- ALL UNDERGROUND GROUND TERMINATIONS AND TERMINATIONS TO EXISTING BUILDING GROUND GRID TO BE HEAVY DUTY EXPLOSION-PROOF (E.C.P.) WELDED.
- NEW AUTOMATIC TRANSFER SWITCH, INSTALLED AND WIRED BY E.C. CONNECT EXTERNAL GROUND LUG AND GROUNDING CONDUCTOR THAT WAS REMOVED FROM MANUAL TRANSFER SWITCH.
- EXISTING BUILDING GROUND GRID IS INDICATED ON THE NEW PLAN. HOWEVER, EXACT LOCATION IS NOT KNOWN. E.C. MUST LOCATE THIS GROUND GRID AND VERIFY THE LOCATION OF THE GENERATOR GROUND GRID. ALSO THE UNDERGROUND CONDUIT SYSTEMS AND THE LOCATION OF THE GROUND GRID WILL CROSS OVER THIS GROUND GRID. CARE MUST BE TAKEN NOT TO DAMAGE THE GROUND GRID. IF ANY DAMAGE OCCURS IT MUST BE REPAIRED SO THAT THE COMPLETE GRID SYSTEM REMAINS INTACT.
- E.C. TO EXTEND AT THIN SOLID COPPER GROUND CONDUCTORS FROM ALL LOCATIONS ON GENERATOR FRAME (SEE MANUFACTURERS' INSTRUCTIONS) TO EXISTING BUILDING GROUND GRID. ON GENERATOR AS REQUIRED. GROUNDING CONDUCTORS SHALL BE HEAVY DUTY EXPLOSION-PROOF (E.C.P.) WELDED AND ATTACH TO BUILDING GROUND GRID VIA EXPLOSION-PROOF TERMINATIONS.
- NEW GENERATOR FURNISHED BY LESSEE, INSTALLED AND WIRED BY E.C. DELIVERED AND SET BY CONTRACTOR.
- RELOCATE PANEL BOARD, E.C. TO PROVIDE 24 HOUR REGULERS AND EXISTING CIRCUITS OUT TO GENERATOR LOCATION. PROVIDE RECEPTACLES ON JACKET HEATER AND BATTERY CHARGER, PROVIDE RECEPTACLES ON TERMINATIONS AS REQUIRED. VERIFY EXACT LOCATIONS WITH GENERATOR MANUFACTURER.
- E.C. MUST MONITOR DC POWER WIRING ON BATTERY MANUFACTURING PORTIONS OF CONSTRUCTION. IF LEVEL FALLS BELOW RECOMMENDED LEVEL, E.C. MUST TURN ON THE MAIN POWER. THE CELL SITE CANNOT DO OTHERWISE.

NOTE

CONTRACTOR TO VERIFY ROUTES TO BE TAKEN BY ALL UTILITIES PRIOR TO INSTALLATION.

NOTES

- SEE DETAILS ON EXISTING GROUND GRID AND GENERATOR GROUND GRID FOR REQUIRED GROUNDING SYSTEM.
- PROVIDE NEW FEEDER CONDUCTORS FROM MAIN SERVICE SWITCH TO TRANSFER SWITCH FROM MAIN SERVICE SWITCH BOX AND FROM TAP BOX TO EXISTING PANELBOARD.
- CABLE MUST BE TAKEN IN THE PLACEMENT OF NEW AUTOMATIC TRANSFER SWITCH. THE LOCATION OF THE FEEDER THRU THE EQUIPMENT INSIDE TRANSFER SWITCH OR WITH TRANSFER SWITCH OPERATION.



SCALE 1" = 2'

70' x 14' GENERATOR UNIT, 20' x 14' TRANSFER SWITCH, 20' x 14' MAIN SERVICE PANEL, 20' x 14' BATTERY CHARGER, 20' x 14' HEATER, 20' x 14' JACKET

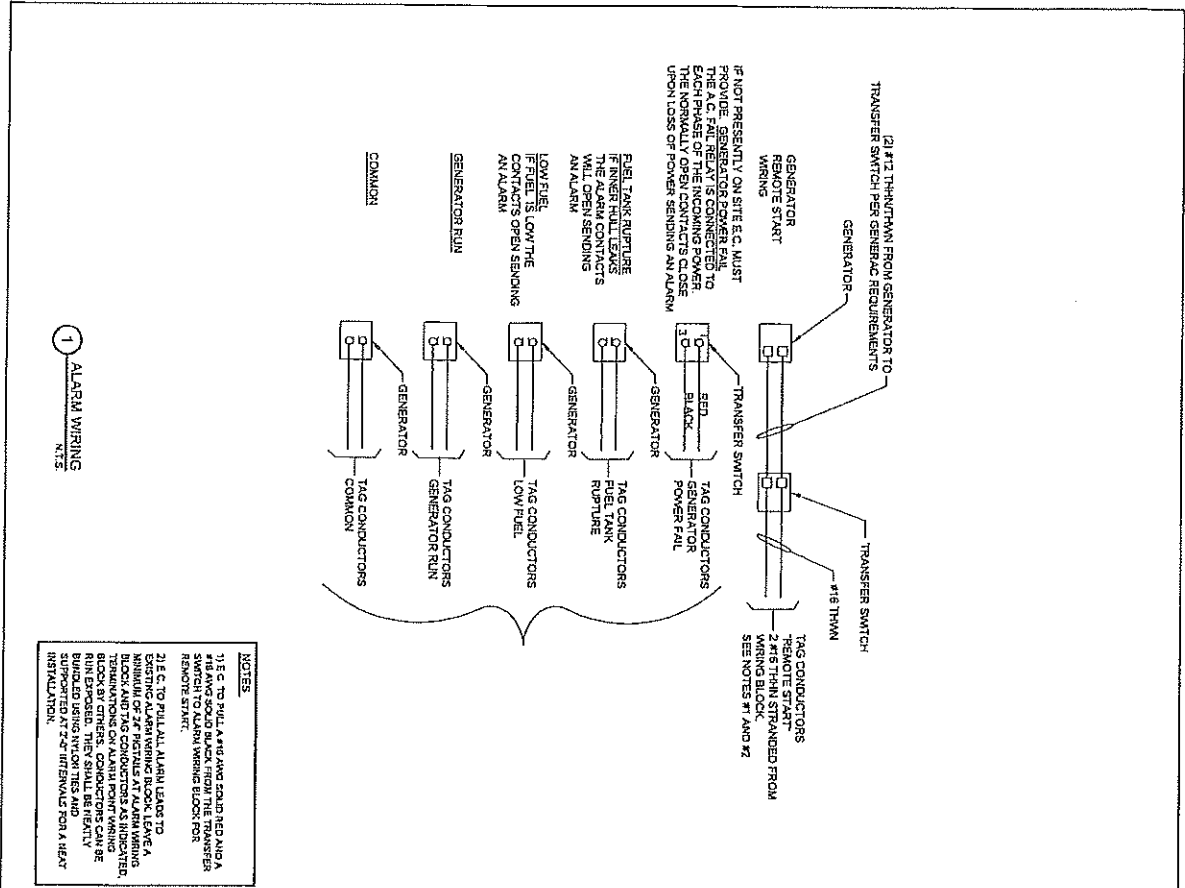
REVISED PER 1/4" RISE DETAIL. 1/1/12 248

NO.	DESCRIPTION	DATE	BY
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2	ISSUED FOR PERMITS	1/16/12	PP
3	ISSUED FOR REVIEW	1/20/12	AM
4	UPDATE PER RISE COORDINATION	1/25/12	PA
5	REVISED FOR RISE COORDINATION	1/25/12	PA
6	ISSUED FOR FINAL	1/25/12	ETC
7	ISSUED FOR FINAL	1/25/12	ETC

TERRA
 2000 PARKWAY
 PARK RIDGE, IL 60068
 PH: 630.486.4444
 FAX: 630.486.4441

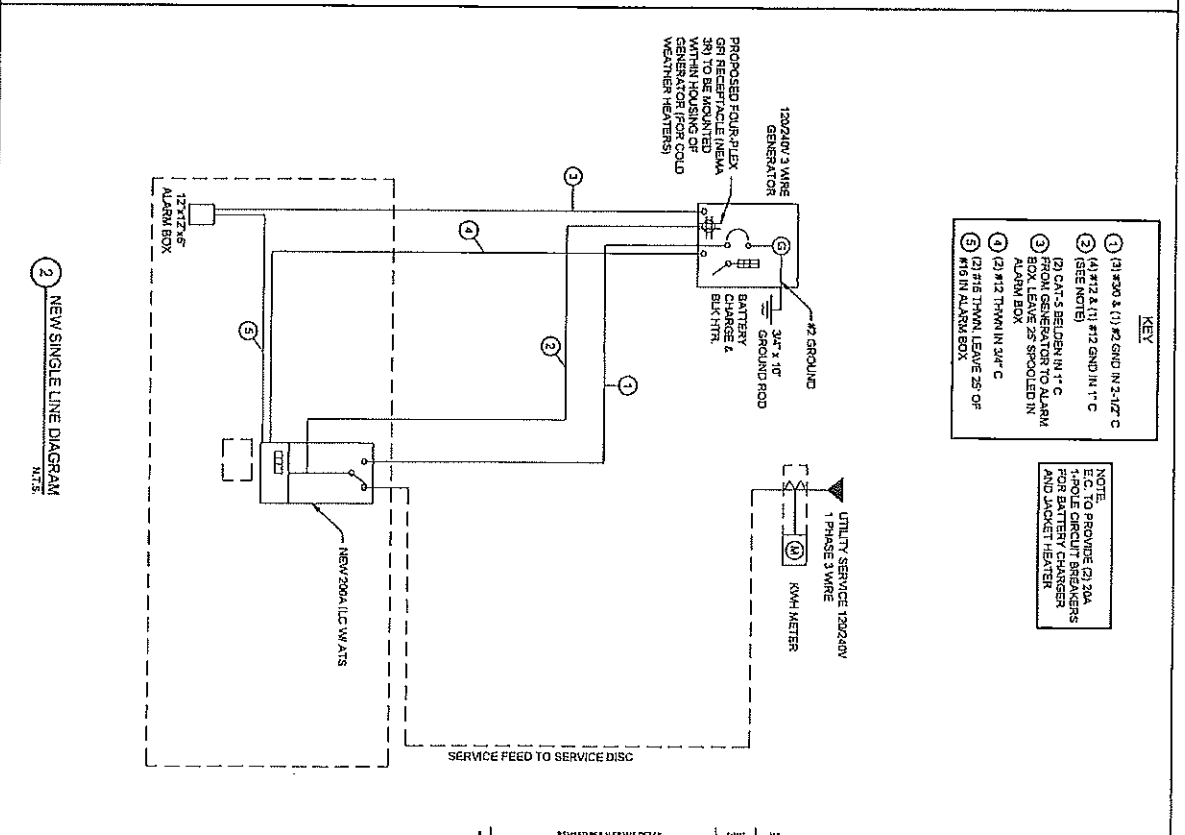
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
 2700 VERIZON BLVD
 PARK RIDGE, IL 60068
 PH: 630.486.4444
 FAX: 630.486.4441

2700 DAVIDSON RD
 WALKERSHIRE, VA 53786
DAVIDSON ROAD
 LOC. # 287804
 PROJECT # 31323
 DATE 1/1/12
 CHECKED BY TAZ
 DRAWN BY TAZ
 DESIGNED BY TAZ
E-1A
 EXISTING PROJECT
 GENERATOR UTILITY ROUTING PLAN



1 ALARM WIRING N.T.S.

NOTES
 1) E.C. TO PULL A #16 AWG COULD RED AND A #16 AWG COULD BLACK FROM THE TRANSFER REMOTE START.
 2) E.C. TO PULL ALL ALARM LEADS TO MINIMUM OF 3' FROM THE TRANSFER BLOCK AND TAG CONDUCTORS AS INDICATED.
 3) GENERAC CONDUCTORS CAN BE BUNDLED USING NYLON TIES AND SUPPORTED AT 2'-0" INTERVAL FOR A NEAT INSTALLATION.



2 NEW SINGLE LINE DIAGRAM N.T.S.

- KEY**
- 1) #16 AWG & (1) #2 GND IN 3-1/2\"/>

NOTE:
 E.C. TO PROVIDE (2) 20A 1-POLE CIRCUIT BREAKERS AND JACKETS EVEN.

ADVISED PER FRAME DETAIL

NO	DESCRIPTION	DATE	BY
1	REVISED PER NEW PLATFORM	10/18/18	DLG
2	ADDED TO GA PANELED	10/18/18	DLG
3	UPDATED PER REVIEW	01/08/19	DLG
4	UPDATED PER PILEL COORDINATION	02/03/19	DLG
5	REVISED PER PILEL COORDINATION	02/03/19	DLG
6	ISSUED FOR FINAL	04/03/19	DLG

TERRA
 ELECTRICAL CONTRACTORS
 1000 W. WISCONSIN ST.
 PEARL RIDGE & SIOUX
 P.O. BOX 211 6140
 P.O. BOX 211 6140
 FAX: 715-418-6431

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
 524 Verizon Wireless

LOC. # 287804
 DAVIDSON ROAD
 2120 DAVIDSON RD
 WAUKESHA, WI 53186

PROJECT # 34183

DATE 1/22/19

DRWING BY TLD

DESIGNED BY TLD

CHECKED BY TLD

DATE 1/22/19

PROJECT # 34183

3/4\"/>

E-1B

Referred on 1/20/19 File Number 172-0-058 Referred to IU - FI 37

GROUNDING CONNECTIONS

1. ALL GROUNDING CONNECTIONS SHALL BE MADE BY THE EXISTING PROCESS TO PROTECT FROM CORROSION. ALL GROUNDING SHALL BE MADE BY THE EXISTING PROCESS TO PROTECT FROM CORROSION. ALL GROUNDING SHALL BE MADE BY THE EXISTING PROCESS TO PROTECT FROM CORROSION.
2. ALL GROUNDING CONNECTIONS SHALL BE MADE BY THE EXISTING PROCESS TO PROTECT FROM CORROSION. ALL GROUNDING SHALL BE MADE BY THE EXISTING PROCESS TO PROTECT FROM CORROSION.
3. ALL GROUNDING CONNECTIONS SHALL BE MADE BY THE EXISTING PROCESS TO PROTECT FROM CORROSION. ALL GROUNDING SHALL BE MADE BY THE EXISTING PROCESS TO PROTECT FROM CORROSION.
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18. ALL GROUNDING CONNECTIONS SHALL BE MADE BY THE EXISTING PROCESS TO PROTECT FROM CORROSION. ALL GROUNDING SHALL BE MADE BY THE EXISTING PROCESS TO PROTECT FROM CORROSION.
19. ALL GROUNDING CONNECTIONS SHALL BE MADE BY THE EXISTING PROCESS TO PROTECT FROM CORROSION. ALL GROUNDING SHALL BE MADE BY THE EXISTING PROCESS TO PROTECT FROM CORROSION.
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21. ALL GROUNDING CONNECTIONS SHALL BE MADE BY THE EXISTING PROCESS TO PROTECT FROM CORROSION. ALL GROUNDING SHALL BE MADE BY THE EXISTING PROCESS TO PROTECT FROM CORROSION.
22. ALL GROUNDING CONNECTIONS SHALL BE MADE BY THE EXISTING PROCESS TO PROTECT FROM CORROSION. ALL GROUNDING SHALL BE MADE BY THE EXISTING PROCESS TO PROTECT FROM CORROSION.

TYPICAL KEYED GROUNDING NOTES

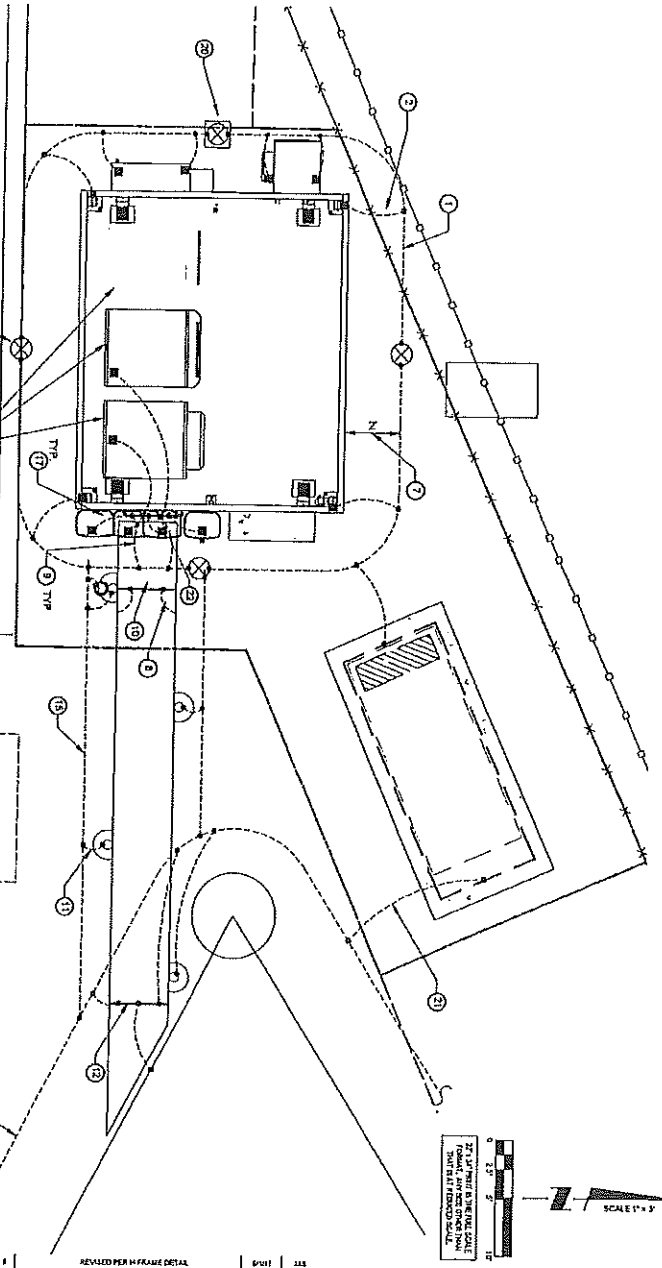
1. 2x AWG THIN SOLID BARE COPPER CONDUCTOR 42" BELOW GRADE (TYPICAL MINIMUM 24" BELOW GRADE)
2. PLATFORM CORNER POST, STEEL COLUMN, STEEL BEAM & CANOPY GROUNDING
3. CABINET GROUND BOLTED TO UNIT HOUSING
4. DISCONNECT AND ELECTRIC SERVICE GROUND TO GROUND ROD
5. 5/8" x 1/2" COPPER CLAD GROUND ROD
6. GROUNDING CLAD LINK FROM PHYSICAL CONNECTIONS TO GROUND ROD (TYPICAL) (SEE DETAIL SHEET E-3)
7. 1/2" DIA. THIN SOLID BARE COPPER CONDUCTOR TO GROUND BAR AND INSTALLED LIGHTNING SURGE ARRESTERS ON EACH CABLE GROUND
8. EXISTING TOWER ON CONDUIT GROUND RING (V.I.F.)
9. 4" TYPICAL 7" THIN INSULATED COPPER GROUND BAR, NON ISOLATED WITH 1/2" DIA. LUGS & 1/2" THIN SOLID COPPER WIRE WELDED TAIL (HANGERS OVER TOWER)
10. 100' LONG 2" AWG THIN SOLID COPPER WIRE WELDED TAIL (HANGERS OVER TOWER)
11. GROUND CABLE W/SECURE BRIDGE (TYP.) BY ELECTRICAL CONTRACTOR
12. PROPOSED MECHANICAL GROUND RING SHOULD BE INSTALLED 1/2" TO 2" INSIDE THE FENCE LINE. THE TOWER GROUND RING SHOULD BE INSTALLED A MINIMUM 2" OFF OF ANY STRUCTURES.
13. EXISTING TOWER ON CONDUIT GROUND RING (V.I.F.)
14. CABLE JUMBERS (SEE DETAIL SHEET E-4)
15. BOND EXISTING PROPOSED TOWER GROUND RING TO PROPOSED PLATFORM GROUND RING WITH 2x AWG THIN SOLID COPPER CONDUCTOR IN 2" LOCATIONS.
16. LOCATED ON 2" TYPICAL STEEL CHANNEL IN 2" TYPICAL 2" TYPICAL 2" TYPICAL ON PLATFORM
17. BOND RING TO LUG
18. EACH TOWER FOUNDATION SHALL BE INSTALLED TO BE BOUNDED TO TOWER GROUND RING WITH 2x THIN SOLID COPPER CONDUCTOR
19. EACH TOWER FOUNDATION SHALL HAVE AT LEAST ONE ANCHOR BOLT
20. BOND EACH TOWER FOUNDATION WITH 2x THIN SOLID COPPER CONDUCTOR
21. COPPER CLAD GROUND ROD WITH INSPECTOR WELL
22. TYPICAL GROUND ROD WITH 2" BURY

- EXTENDING GROUND CONDUCTORS IN 2" RING IN 1/2" CONDUIT, ANCHORS TO P.A.D. OFFSET AND ATTACH TO EXISTING OR GENERATION HOUSING AND EXTEND TO GROUND LUGS AS REQUIRED. VERIFY LOCATION WITH OWNER.**
- HEAD MOUNTED UNDER PERIMETER BEAM**

NOTE: SEE GROUNDING DETAILS ON SHEETS E-3 & E-4

LEGEND:

- GROUND BAR OR ANCHOR BAR
- 5/8" x 1/2" COPPER ROD
- GROUND SYSTEM TEST WELL
- CABLEWELD OR APPROVED CONNECTION
- STAKE GROUND LEAD
- ▲ MECHANICAL CONNECTION
- EXISTING GROUNDING
- MECHANICAL CONNECTION
- EXISTING GROUNDING



1 SITE GROUNDING PLAN
SCALE 1" = 20'



2720 DAVIDSON ROAD
WAUKESHA, WI 53186

DAVIDSON ROAD
LOC. # 287804

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITTING	10/18/11	BIE
2	ISSUED FOR PERMITTING	11/14/11	PP
3	UPDATE PER NEW DATA	03/08/12	AM
4	UPDATE PER RACK COORDINATION	02/05/13	AA
5	REVISED FOR RACK COORDINATION	05/08/13	AA
6	ISSUED FOR PERMIT	01/05/14	BIE

TERRA
400 RIVERVIEW AVENUE
PAPER BRIDGE, WI 53244
PHONE: 414-885-8800
FAX: 414-885-6441

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
43rd Verizon Wireless

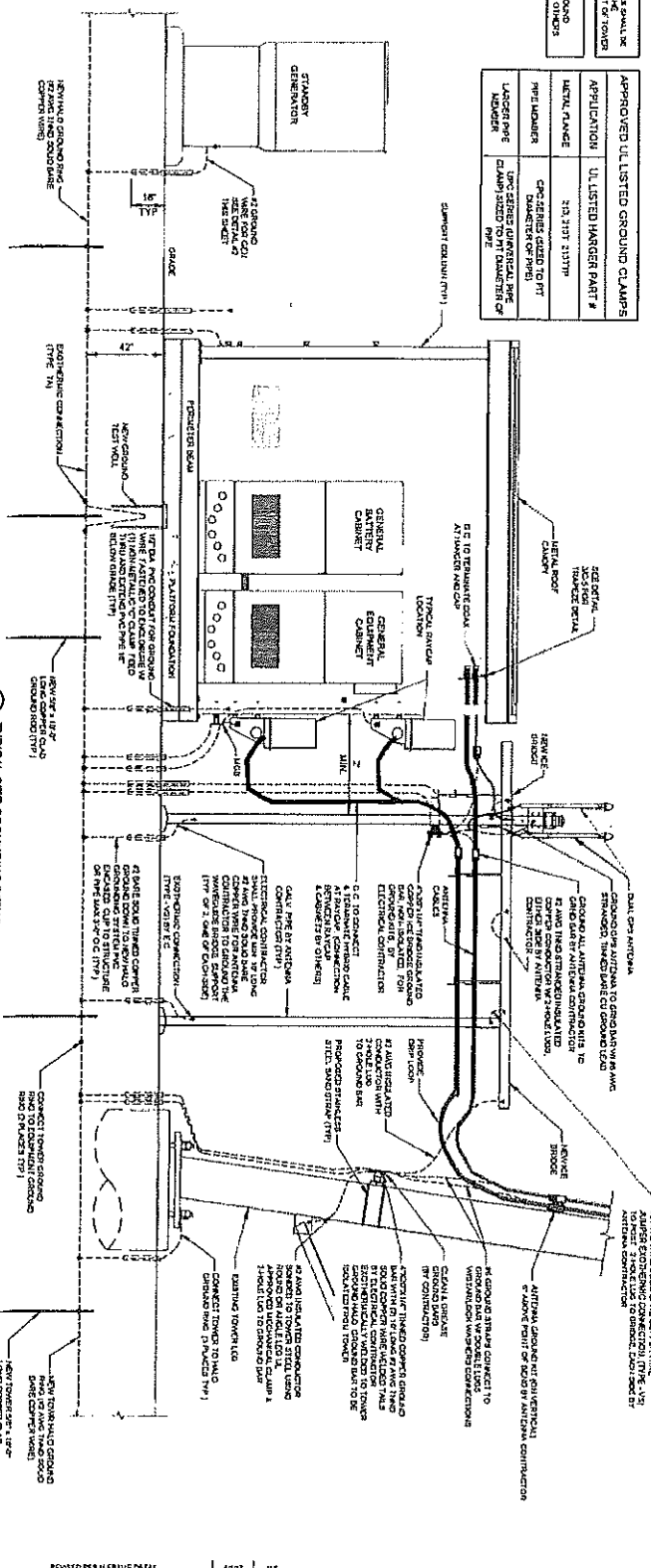
Referred to: 11/09/17

File Number: 17-0-058

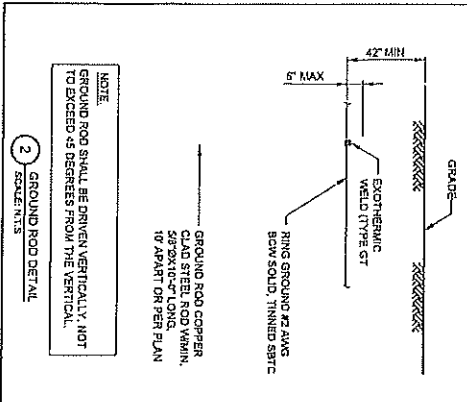
Referred to: IU - FI

NOTE: ANTENNA CLAMPS SHALL BE APPROVED BY THE TOWER MANUFACTURER.

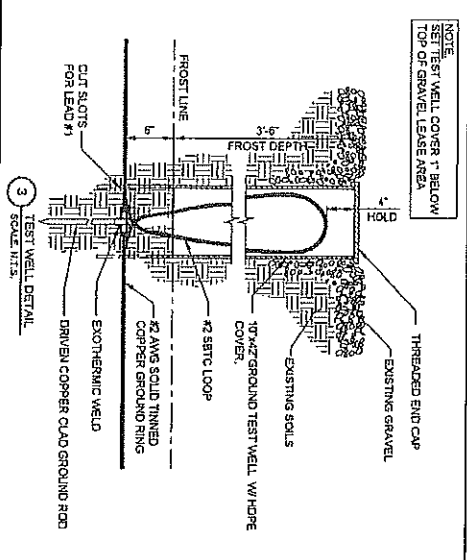
APPROVED UL LISTED GROUND CLAMPS
APPLICATION: UL LISTED HANGER PART #
UL CLAMP RANGE: 210, 2117, 2117TP
PIECE NUMBER: CIRCULAR CLAMPS TO FIT DIAMETER OF PIPE
USC PART NUMBER: CIRCULAR CLAMPS TO FIT DIAMETER OF PIPE



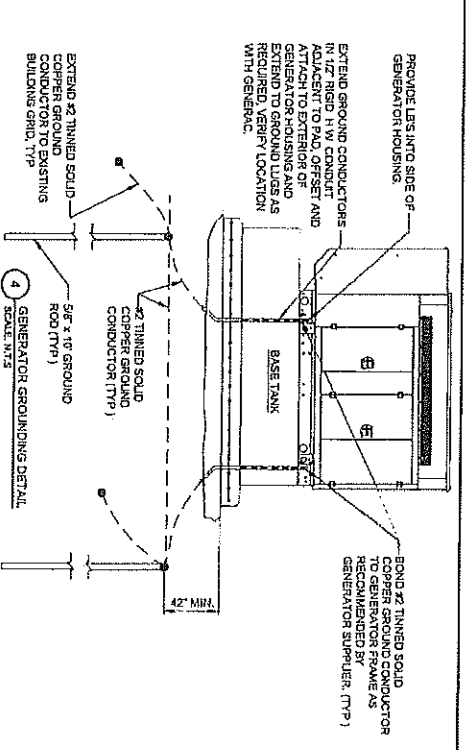
1 TYPICAL SITE GROUNDING DETAIL SCALE: 1/8\"/>



2 GROUND ROD DETAIL SCALE: N.T.S.



3 TEST WELL DETAIL SCALE: N.T.S.



4 GENERATOR GROUNDING DETAIL SCALE: N.T.S.

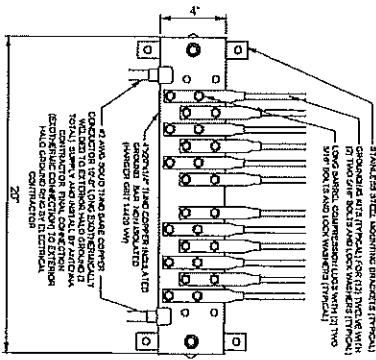
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2	REVISED PER PERMITS	11/16/18	MS
3	UPDATE PER PERMITS	01/08/19	MS
4	UPDATE PER PERMITS	05/01/19	MS
5	REVISED PER PERMITS	05/02/19	MS
6	REVISED PER PERMITS	04/01/19	MS

TERRA
 100 S BUCKLEBURY
 PARK RIDGE, VA 22091
 PH: 541-438-4438
 FAX: 541-438-6445

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
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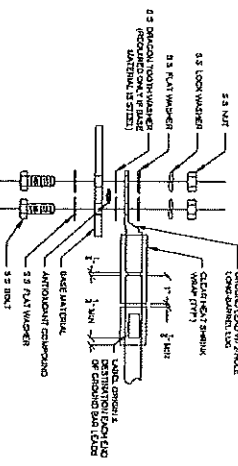
PROJECT # 2120 DAVIDSON RD WALKERSHAW, VA 53186
 SHEET TITLE GROUNDING DETAILS
 SHEET NUMBER E-3

- GROUNDING AND BONDING SYSTEMS**
1. ALL EXTERIOR CONDUCTORS SHALL BE MADE BY THE EXTERIOR PROCESS TO PROTECT FROM CORROSION AND UNDESIRABLE POTENTIALS. ALL CONDUCTORS SHALL BE MADE OF COPPER OR COPPER-CLAD STEEL. ALL CONDUCTORS SHALL BE MADE OF COPPER OR COPPER-CLAD STEEL. ALL CONDUCTORS SHALL BE MADE OF COPPER OR COPPER-CLAD STEEL. ALL CONDUCTORS SHALL BE MADE OF COPPER OR COPPER-CLAD STEEL.
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 4. ALL EXTERIOR CONDUCTORS SHALL BE MADE OF COPPER OR COPPER-CLAD STEEL. ALL CONDUCTORS SHALL BE MADE OF COPPER OR COPPER-CLAD STEEL. ALL CONDUCTORS SHALL BE MADE OF COPPER OR COPPER-CLAD STEEL.
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 9. ALL EXTERIOR CONDUCTORS SHALL BE MADE OF COPPER OR COPPER-CLAD STEEL. ALL CONDUCTORS SHALL BE MADE OF COPPER OR COPPER-CLAD STEEL. ALL CONDUCTORS SHALL BE MADE OF COPPER OR COPPER-CLAD STEEL.
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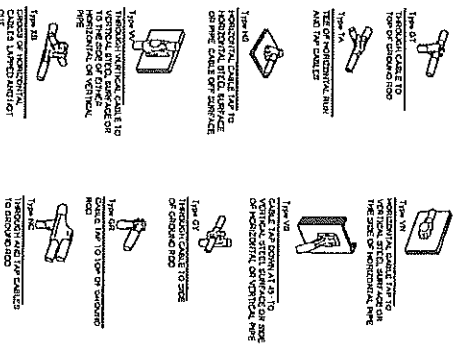


1 EXTERIOR GROUND BAR DETAIL
N.T.S.

- NOTES:**
1. ALL HARDWARE - 304 STAINLESS STEEL, INCLUDING BELT LUGS, COAT ALL SURFACES WITH HIGH-SHEDD BEFORE MOUNTING.
 2. FOR GROUND BOND TO STEEL, ONLY INSERT A BRACKEN TOOTH WASHER BETWEEN LUG AND STEEL. COAT ALL SURFACES WITH HIGH-SHEDD.
 3. GROUND BARS, INSTALL BOLT HEAD ON OUTSIDE OF ENCLOSURE.
 4. ENCLOSURES, INSTALL BOLT HEAD ON OUTSIDE OF ENCLOSURE.



2 GROUND LUG INSTALLATION DETAIL
N.T.S.



3 EXOTHERMIC WELD DETAILS
EXOTHERMIC WELDING IS PERMITTED AS APPROVED LOCAL

REVISED PER H FRAME DETAIL

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	REVISED PER H FRAME DETAIL	11/11/11	ME
2	UPDATE PER PERMITS	11/11/11	ME
3	UPDATE PER PERMITS	11/11/11	ME
4	UPDATE PER PERMITS	11/11/11	ME
5	UPDATE PER PERMITS	11/11/11	ME
6	UPDATE PER PERMITS	11/11/11	ME
7	ISSUED FOR PERMITS	11/11/11	ME

TERRA
600 BRIDGE ROAD
PARK RIDGE, IL 60064
TEL: 630-582-1000
FAX: 630-582-1001

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
654 Verizon Way

LOC. # 287804

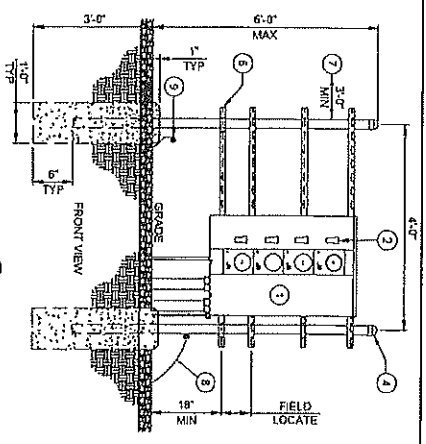
DAVIDSON ROAD

2120 DAVIDSON RD
WALUKESHA, WI 53186

DRAWN BY: JES
CHECKED BY: JES
DATE: 04/11/11
PROJECT #: 313004

SHEET TITLE: GROUNDING DETAILS

PROJECT NUMBER: E-4

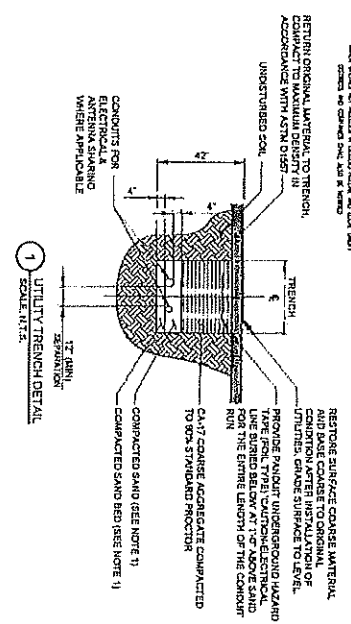


NOTE
CONTRACTOR SHALL REMOVE EXISTING GROUND AND REINSTALL NEW GROUNDING SYSTEM WITHIN EXISTING CONSTRUCTION SHALL NOT REMOVED OR OBTAIN

- 1 80A, 120/240V, 1 PHASE, 3 WIRE, 4 POSITION METERING CENTER (200A MAX CIRCUIT BREAKER) (SQUARE D METER PAK OR EQUAL)
- 2 125A TERNANT SERVICE DISCONNECT (SQUARE D OR EQUAL)
- 3 #2 AWG GROUND LEAD TAIL FROM GROUND BARS UNDER HOFFMAN BOX
- 4 7" NOMINAL GALVANIZED STEEL PIPE WITH PIPE CAP
- 5 HORIZONTAL SUPPORT MEMBER (UNISTRUT P-100, OR APPROVED EQUAL) CENTER TO CENTER TO MAINTAIN 3'-0" MINIMUM CLEARANCE FROM METERING CENTER TO NEAREST OBSTRUCTION
- 6 #2 AWG GROUND WIRE COILED AT POST CONNECT TO GROUNDING SYSTEM
- 7 #2 AWG BARE SOLID TINNED COPPER WIRE ROUTED TO GROUNDING SYSTEM (SYSTEMS, EACH LEG)
- 8 H-RFRAME DETAIL
- 9 RITS



3 H-RFRAME DETAIL
RITS



1 UTILITY TRENCH DETAIL
SCALE N.T.S.

- NOTES
- 1 LAY CONCRETE IN NEAR-COMPLETED TRENCH, MAY BE USED IN PLACE OF COMPACTED SAND.
 - 2 BELOW FRONT LINE, WHICH EVER IS GREATER.
 - 3 CONDUIT SIZE, TYPE, QUANTITY AND MATERIAL DETERMINED TO BE VERIFIED REQUIREMENTS.

RETURN ORIGINAL MATERIAL TO TRENCH, CONTACT TO MAINTAIN DEPTH IN ACCORDANCE WITH ASTM D1587 UNDISTURBED SOIL

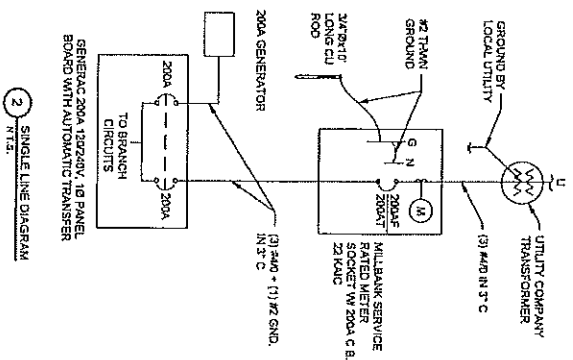
RESTORE SURFACE COURSE MATERIAL AND BASE COURSE TO ORIGINAL CONDITION AFTER INSTALLATION OF UTILITIES. GRADE SURFACE TO LEVEL. PROVIDE PAVEMENT UNDERGROUND HAZARD FREE FROM TYPES OF UNDER-ELECTRICAL FOR THE ENTIRE LENGTH OF THE CONDUIT RUN TO 80% STABILIZED PROCTOR

COMPACTED SAND (SEE NOTE 1)

COMPACTED SAND BED (SEE NOTE 1)

CONDUITS FOR ELECTRICAL AND TELEPHONE CABLES WHERE APPROPRIATE

RESTORE SURFACE COURSE MATERIAL AND BASE COURSE TO ORIGINAL CONDITION AFTER INSTALLATION OF UTILITIES. GRADE SURFACE TO LEVEL. PROVIDE PAVEMENT UNDERGROUND HAZARD FREE FROM TYPES OF UNDER-ELECTRICAL FOR THE ENTIRE LENGTH OF THE CONDUIT RUN TO 80% STABILIZED PROCTOR



2 SINGLE LINE DIAGRAM
N.T.S.

REVISED PER H-RFRAME DETAIL

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR H-RFRAME DETAIL	10/18/16	STC
2	ISSUED FOR H-RFRAME DETAIL	10/18/16	STC
3	ISSUED FOR H-RFRAME DETAIL	10/18/16	STC
4	ISSUED FOR H-RFRAME DETAIL	10/18/16	STC
5	ISSUED FOR H-RFRAME DETAIL	10/18/16	STC
6	ISSUED FOR H-RFRAME DETAIL	10/18/16	STC
7	ISSUED FOR H-RFRAME DETAIL	10/18/16	STC
8	ISSUED FOR H-RFRAME DETAIL	10/18/16	STC
9	ISSUED FOR H-RFRAME DETAIL	10/18/16	STC

TERRA
FOR BUSINESS INQUIRY
PARK RIDGE, IL 60064
PH: 815.424.4100
FAX: 815.424.4401

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
515 Verizon Way
St. Louis, MO 63102

2120 DAVIDSON RD
WALWESHA, WI 53196

DAVIDSON ROAD
LOC. # 287804

DATE: 10/18/16
DRAWN: STC
PROJECT #: 15-152

SHEET TITLE: ELECTRICAL DETAILS

SHEET NUMBER: E-5

DIVISION 5 METALS

- SECTION 51000 - METALS
1. GENERAL
2. FABRICATION
3. INSTALLATION
4. PAINTS AND FINISHES
5. FIELD QUALITY CONTROL

- SECTION 52000 - STEEL AND DISTRIBUTION
1. GENERAL
2. FABRICATION
3. INSTALLATION
4. PAINTS AND FINISHES
5. FIELD QUALITY CONTROL

DIVISION 16 ELECTRICAL

- SECTION 16000 - BASIC ELECTRICAL MATERIALS AND METHODS
1. GENERAL
2. FABRICATION
3. INSTALLATION
4. PAINTS AND FINISHES
5. FIELD QUALITY CONTROL

- SECTION 16050 - COMMUNICATIONS WIRING COMPONENTS
1. GENERAL
2. FABRICATION
3. INSTALLATION
4. PAINTS AND FINISHES
5. FIELD QUALITY CONTROL

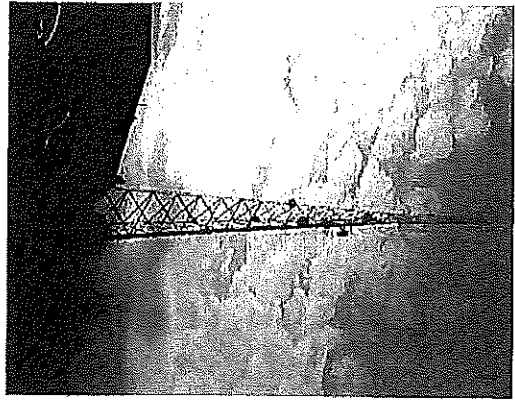
- SECTION 16100 - SIGNALS, SIGNALING AND INDICATORS
1. GENERAL
2. FABRICATION
3. INSTALLATION
4. PAINTS AND FINISHES
5. FIELD QUALITY CONTROL

- SECTION 16150 - ELECTRICAL WIRING METHODS AND MATERIALS
1. GENERAL
2. FABRICATION
3. INSTALLATION
4. PAINTS AND FINISHES
5. FIELD QUALITY CONTROL

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
TERRA logo and contact information for Terra Engineering, Inc.

REVISIONS table with columns for NO., DATE, and DESCRIPTION of changes to the drawing.

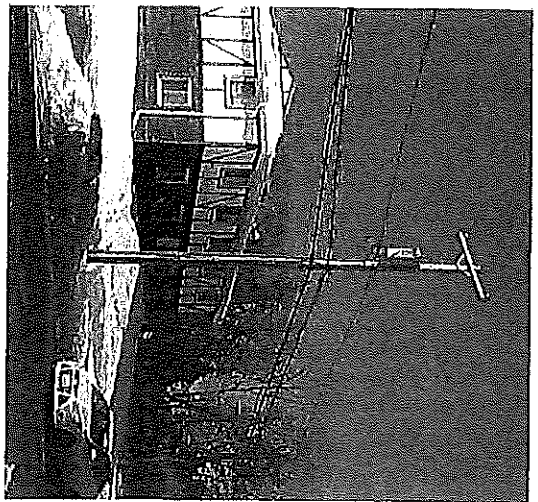
LOC. # 287804 DAVIDSON ROAD
2120 DAVIDSON RD WALKERSHAW, VA 51785
SPECIFICATIONS SHEET NUMBER SP-2



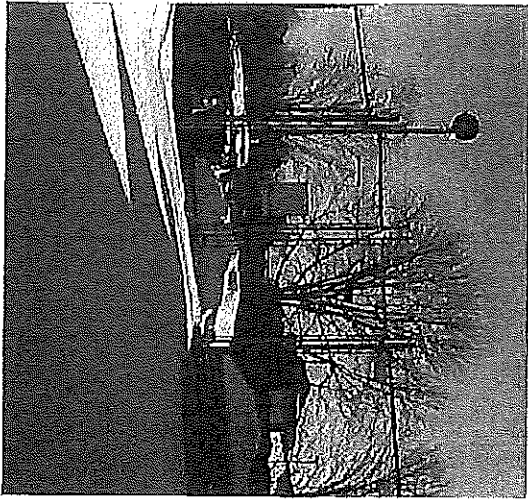
1 EXISTING OVERALL SITE
SCALE N.T.S.



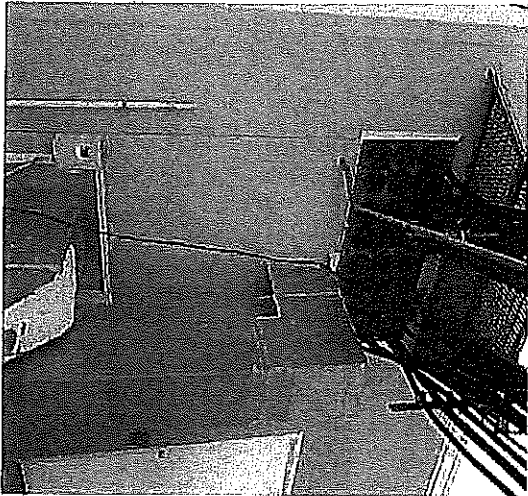
2 EXISTING ACCESS DRIVE
SCALE N.T.S.



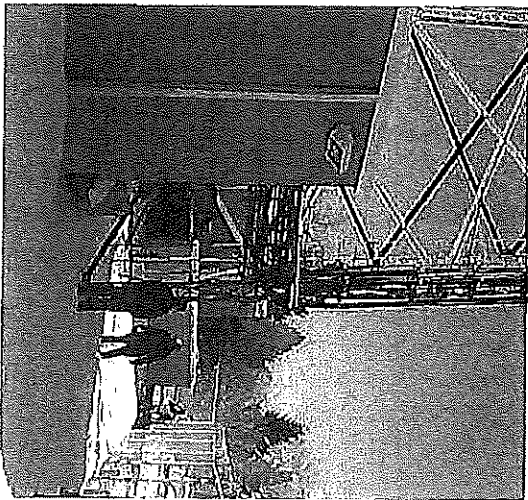
3 EXISTING POWER POLE/TRANSFORMER
SCALE N.T.S.



4 EXISTING ACCESS GATE
SCALE N.T.S.



5 EXISTING COAX ROUTE
SCALE N.T.S.



6 EXISTING COAX ROUTE
SCALE N.T.S.

REVISED PER H FRAME DETAIL

DATE BY

NO.	DESCRIPTION	DATE	BY
1	REVISED PER H FRAME DETAIL	07/21/11	BJE
2	ISSUES FOR PERMITS/FCI	01/15/11	JP
3	UPDATE PER IAN/SC	01/04/11	AM
4	UPDATE PER FIELD COORDINATION	02/09/11	VA
5	REVISED PER IAN/SC COORDINATION	03/09/11	VA
6	REVISED FOR FINAL	04/03/11	BJE
7			JT



VERIZON WIRELESS
PERSONAL
COMMUNICATIONS LP
A Verizon Wireless

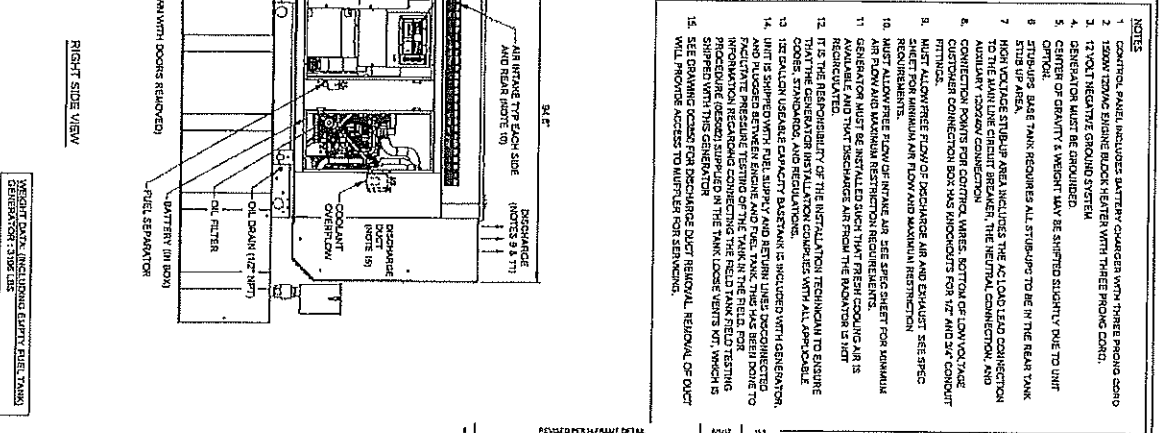
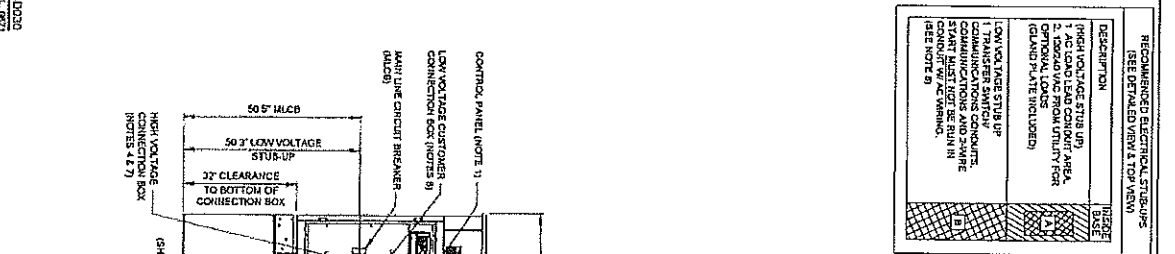
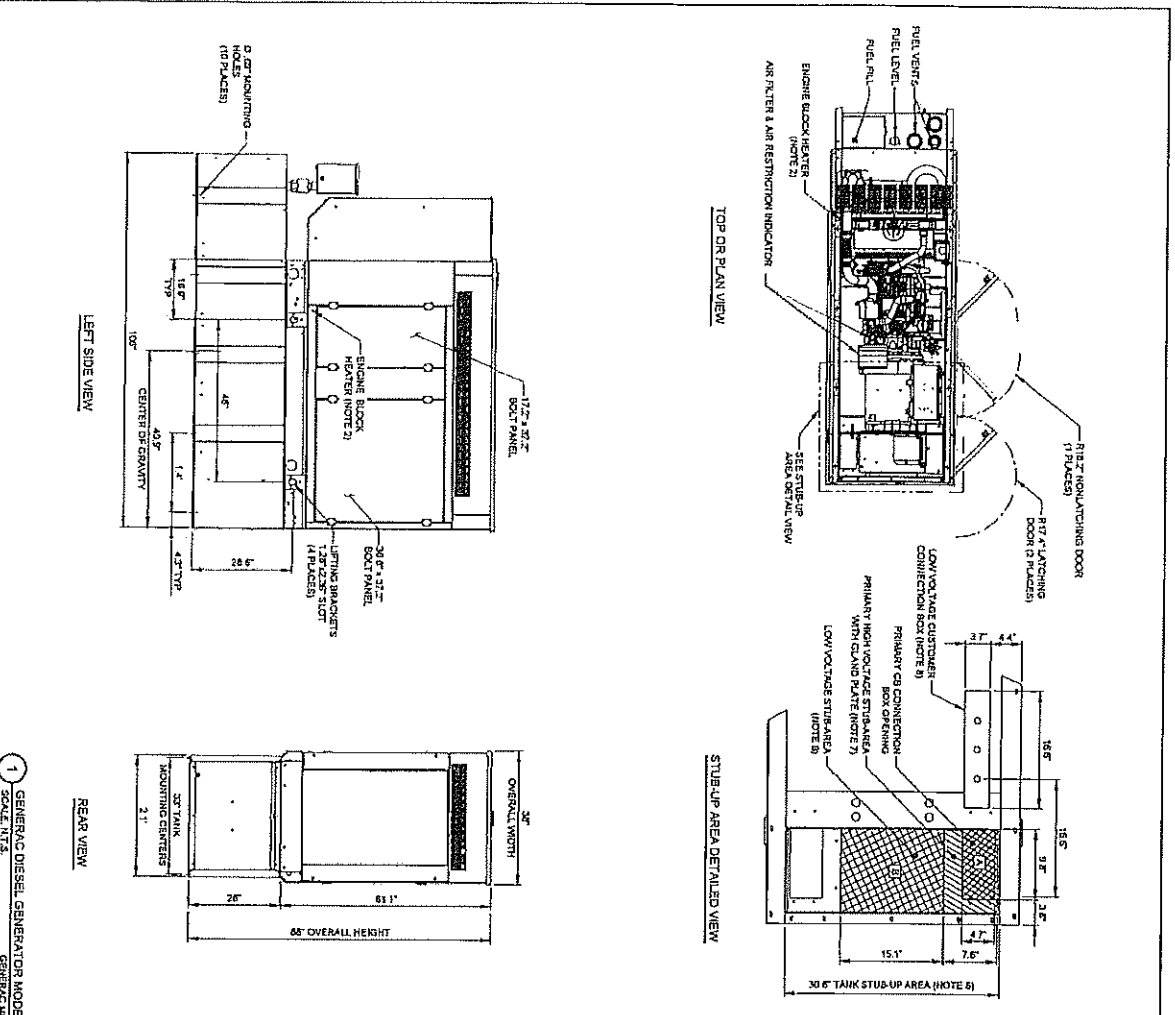
P-1

EXISTING SITE PHOTO

2120 DAVIDSON RD
VAUKESHA, VA 53186

DAVIDSON
ROAD

LOC. # 287804



NOTES

- CONTROL PANEL INCLUDES BATTERY CHARGER WITH THREE PHASE DIOD
- 180W TANK BURNER BLOCK HEATER WITH THREE PHASE DIOD
- GROUNDING MUST BE PROVIDED
- GENERATOR MUST BE GROUNDED
- GENERATOR & WEIGHT MAY BE SHIPPED SLIGHTLY DUE TO UNIT STUB-UP AREA
- 30" 6" TANK STUB-UP AREA INCLUDES THE AC LOAD LEAD CONNECTION AND TRANSFER SWITCH COMMUNICATIONS CONNECTION AND CANNOT BE REMOVED
- LOW VOLTAGE STUB-UP AREA INCLUDES THE AC LOAD LEAD CONNECTION AND TRANSFER SWITCH COMMUNICATIONS CONNECTION AND CANNOT BE REMOVED
- LOW VOLTAGE CUSTOMER CONNECTION BOX (NOTES B) AND AIR CONDUIT MUST ALLOW FREE FLOW OF DISCHARGE AIR AND EXHAUST SEE SPEC
- MUST ALLOW FREE FLOW AND MAXIMUM RESTRICTION REQUIREMENTS
- GENERATOR MUST BE INSTALLED SUCH THAT FRESH COOLING AIR IS AVAILABLE AND THAT DISCHARGE AIR FROM THE BURNER IS NOT RE-INTAKED
- SEE THE RECOMMENDATION OF THE INSTALLATION TECHNICIAN TO ENSURE COOLER STANDARDS AND REGULATIONS
- THE EXHAUST USEABLE CAPACITY BASETAIN IS INCLUDED WITH GENERATOR
- UNIT IS SHIPPED WITH FUEL SUPPLY AND RETURN LINES DISCONNECTED FROM THE TANK AND THE TANK HAS BEEN DOING TO INFORMATION REGARDING CONNECTING THE FUEL TANK FIELD TESTING PROCEDURES (GROSS SUPPLY IN THE TANK LOOSE VENTS WHICH IS SHIPPED WITH THIS GENERATOR)
- SEE DRAWING CONNECTION DISCHARGE DUCT REMOVAL, REMOVAL OF DUCT WILL PROVIDE ACCESS TO UNIT FOR SERVICE.

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	REVISED PER 14 FRAME DETAIL	05/12	MS
2	REVISED PER NEW PLANT OIL	10/19/16	ATE
3	ISSUED FOR PERMIT	11/19/16	PA
4	UPDATE PER REVIEW	01/24/17	AM
5	UPDATE PER FREZ COORDINATION	02/25/17	KA
6	REVISED PER FREZ COORDINATION	02/26/17	KA
7	ISSUED FOR FINAL	04/25/17	ETC

TERRA
424 BULLOCK HOLLOW
P.O. BOX 8, 43068
PH: 647-416-2402
FAX: 647-416-6411

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
©2017 Verizon Wireless

2120 DAVIDSON RD
VALKENSHA, WI 53186
LOC. # 287804
DAVIDSON ROAD

2017 771.6
GENERATOR
OUT-SHEET
PROJECT # 3-1205
SHEET NUMBER

EX-1

NOTICE TO CONTRACTOR - ENVIRONMENTAL CONDITIONS/RESTRICTIONS

From Debra J. Smith
AT

SITE LOCATION: 2120 Davidson Road, Waukesha, Wisconsin, 53186
SITE COORDINATES: 43° 12' 30" N, 89° 50' 00" W
DATE: 08/09/17
PROJECT: Verizon Wireless Personal Communications LP

The Company's response to this construction bid shall correct the Company's misinterpretation and acceptance of the stated conditions and restrictions at the site. The following environmental conditions have been identified at the project site:

Environmental Condition	Description and Location of Contaminant
<input type="checkbox"/> Contaminated Groundwater	1. Contaminated groundwater was detected from a monitoring well located on the west side of the project site. The monitoring well is located in the area of the former Waukesha Paper Mill. The groundwater is contaminated with lead, copper, and other metals. The concentration of lead in the groundwater is 1.5 mg/L, which exceeds the MCL of 0.05 mg/L. The concentration of copper is 0.15 mg/L, which exceeds the MCL of 0.013 mg/L. The concentration of other metals is also above the MCL. The groundwater is located in the area of the former Waukesha Paper Mill, which is located on the west side of the project site.
<input type="checkbox"/> Presence of Lead-Based Paint	A paint chip sample was collected from the existing tower and analyzed for lead lead. The paint chip sample was analyzed for lead lead and the results are as follows: Lead: 1000 mg/kg, Lead: 1000 mg/kg. A copy of the lead-based paint analysis report is attached below.



Applicable legal requirements of Vermont Workers policies and procedures may require that these conditions be communicated to all parties involved in the construction activities on the project site. To the extent that the contractor is required to communicate these conditions to other parties, the contractor shall be responsible for the proper dissemination of this information. The contractor shall be responsible for the proper dissemination of this information. The contractor shall be responsible for the proper dissemination of this information.

Verizon Wireless Personal Communications LP
Contract, Waukesha, WI
3025 Perry Street
Waukesha, WI 53186
Attn: Debra J. Smith
Tel: 262.535.1300

Contractor shall comply with the OSHA Land Standard and all other State and local regulations while working with the land. The contractor shall ensure that the land is in compliance with all applicable laws and regulations. The contractor shall ensure that the land is in compliance with all applicable laws and regulations. The contractor shall ensure that the land is in compliance with all applicable laws and regulations.

Verizon Wireless Personal Communications LP
Contract, Waukesha, WI
3025 Perry Street
Waukesha, WI 53186
Attn: Debra J. Smith
Tel: 262.535.1300

Company is required to comply with all applicable environmental, industrial hygiene, and worker health and safety laws and regulations. The contractor shall ensure that the land is in compliance with all applicable laws and regulations. The contractor shall ensure that the land is in compliance with all applicable laws and regulations. The contractor shall ensure that the land is in compliance with all applicable laws and regulations.

Environmental Services as Required
Check All That Apply
 Lead-based paint testing
 Asbestos testing
 Air quality monitoring
 Noise monitoring
 Other: _____

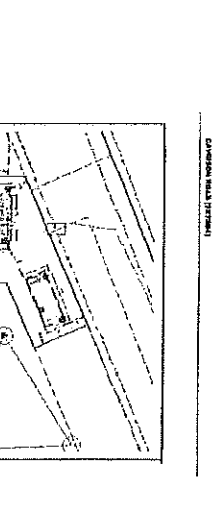
Site Restrictions:
 Check All That Apply
 Restrictions on excavation/consolidation methods. Description: _____
 Restrictions on the use of heavy machinery. Description: _____
 Other: _____

Point Analytical Results:
SWA Analytical Corporation
761115 761115
ANALYTICAL RESULTS
Date of Report: 08/09/17
Project: 2120 Davidson Rd, Waukesha, WI
Client: Verizon Wireless
Sample ID: SWA-17-001
Date of Sample: 08/09/17
Date of Report: 08/09/17

Soil Analytical Results:

Parameter	Result	Unit	Limit
Lead	1.5	mg/L	0.05
Copper	0.15	mg/L	0.013
Other Metals	0.1	mg/L	0.01

Paint and Soil Sampling Diagram:
A diagram showing the locations of paint and soil sampling points on the project site. The diagram includes a north arrow and a scale bar.



Contractor's Signature: _____
Print Name: _____
Site Address: 2120 Davidson Road, Waukesha, WI 53186
City: Waukesha, WI
State: WI
Zip: 53186

NOTE: This document is to be returned to Tarrion Compliance along with the EIS Clearance Report.

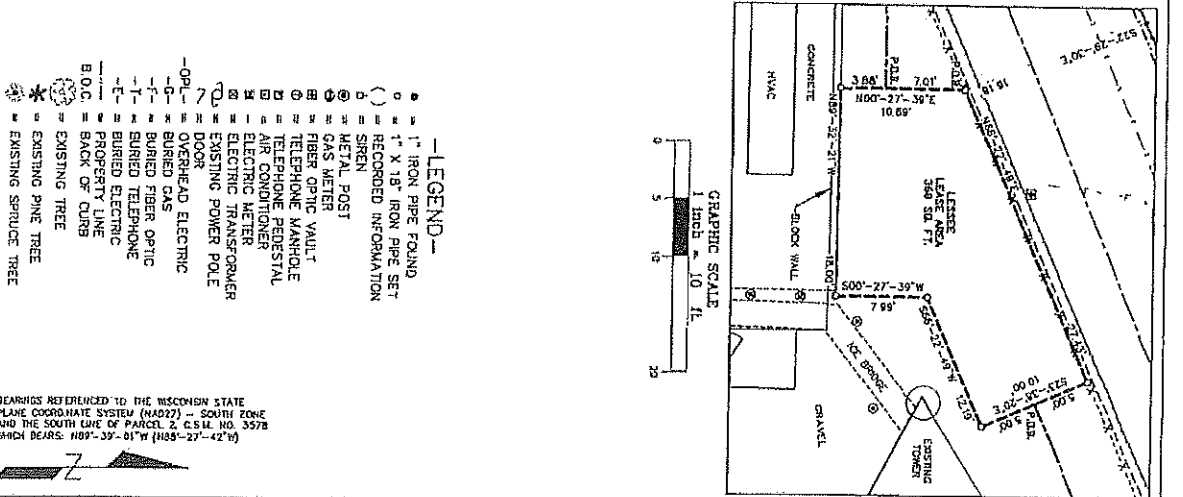
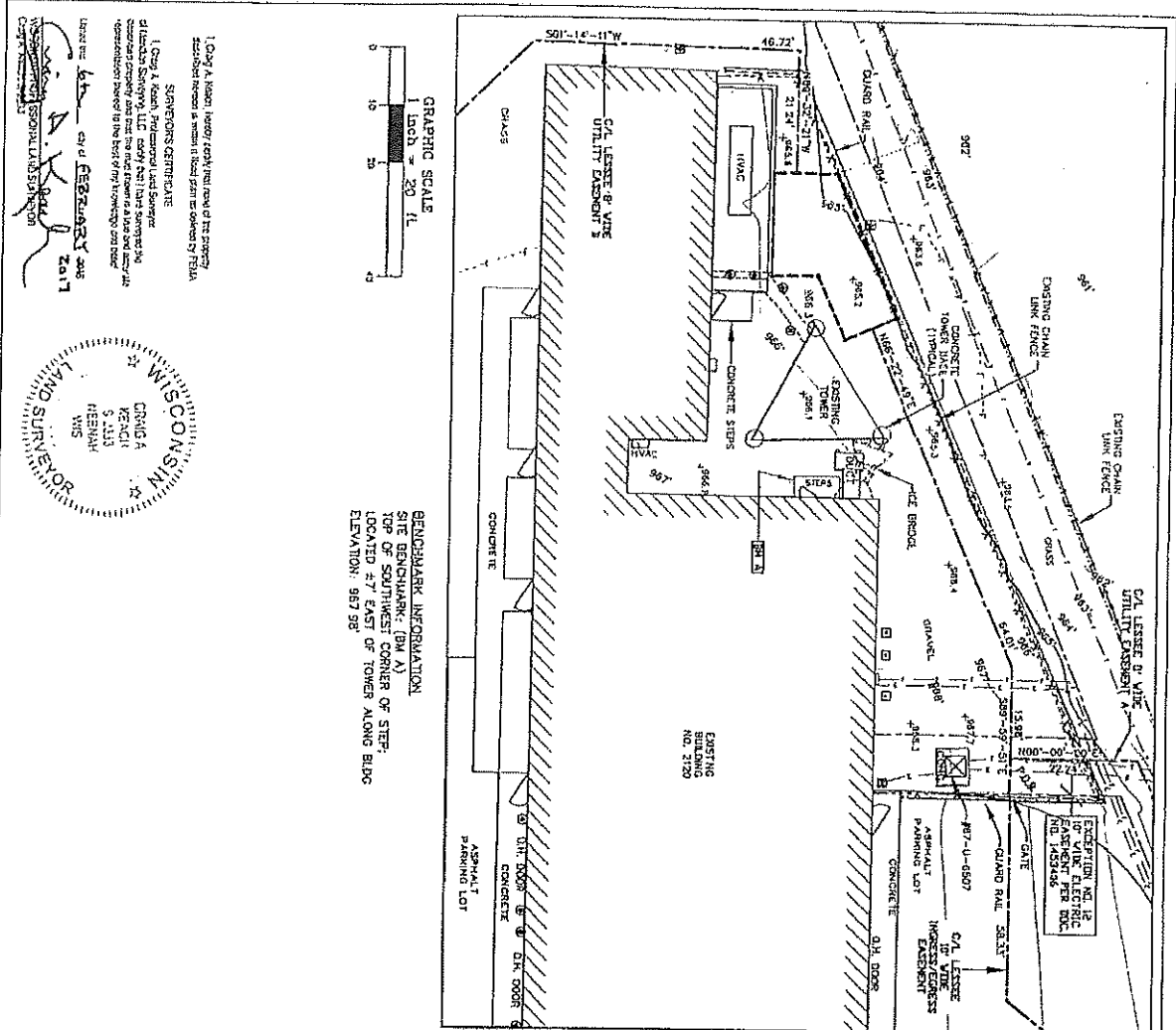
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP
650 BROADWAY
P.O. BOX 1000
WAUWATOSA, WI 53190
TEL: 262.535.1300
FAX: 262.535.1301



REVISIONS

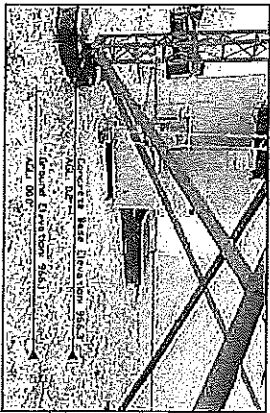
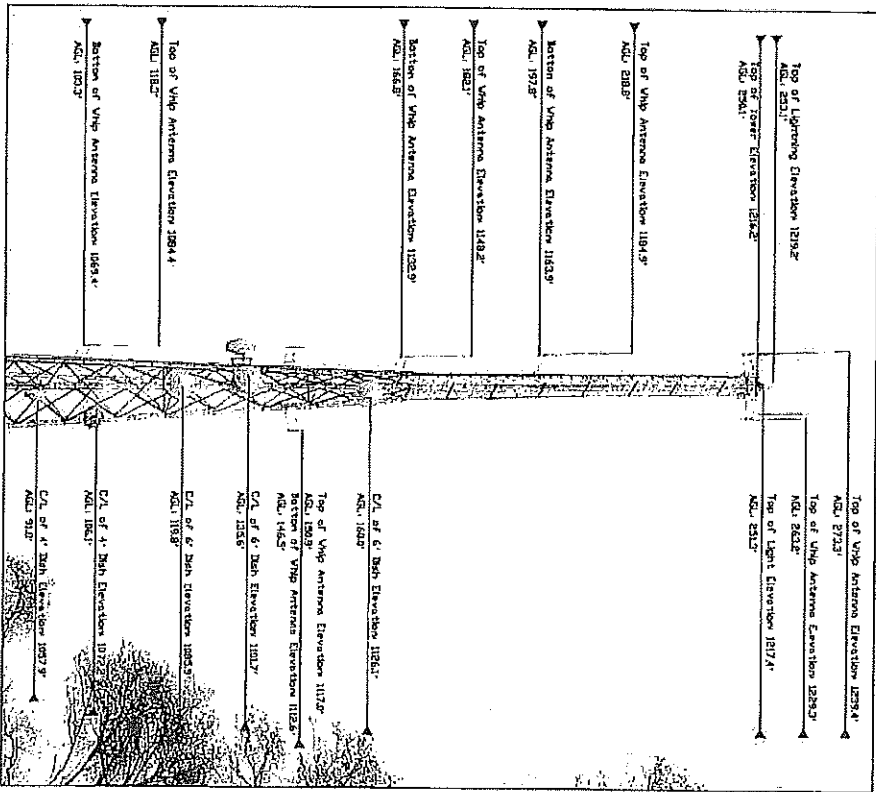
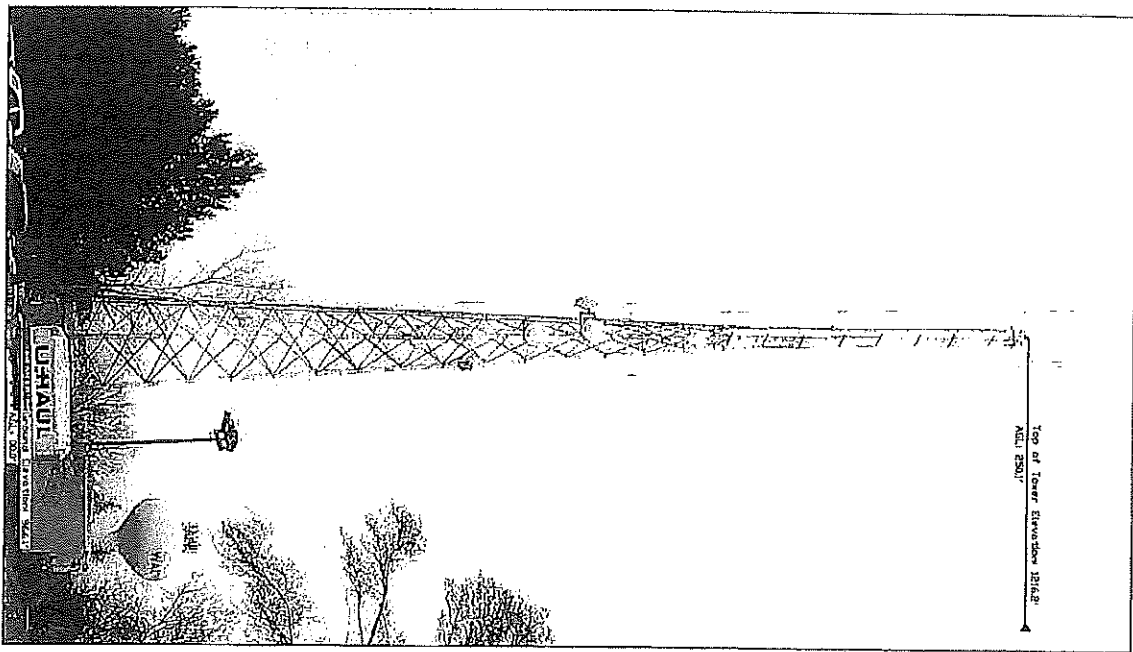
NO.	DATE	BY	DESCRIPTION
1	08/09/17	AR	REVISED PER NEW PLATFORM
2	08/09/17	AR	ISSUANCE PERMIT APPLICATION
3	08/09/17	AR	UPDATE PER NEW PERMIT
4	08/09/17	AR	UPDATE PER NEW COORDINATION
5	08/09/17	AR	REVISED PER NEW COORDINATION
6	08/09/17	AR	ISSUANCE PERMIT APPLICATION

LOC. # 287804
DAVIDSON ROAD
2120 DAVIDSON RD
WAUKESHA, WI 53186
PROJECT # 35-153
DATE 08/09/17
DRAWN BY TJS
CHECKED BY TJS
PROJECT # 35-153



BEARINGS REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM (NAD83) ZONE 16S AND THE 1983 NORTH ZONE 16S GRID WHICH BEARS 100°-17'-22"-24" (N 100°-17'-22" W).

<p>500 Duke Highway P.O. Box 1400 DeKalb, IL 60115 TEL: (815) 444-1172</p>		<p>1515 WOODFIELD ROAD SUITE 1400 SCHLAUBURG, IL 60171</p>		<p>MERIDIAN SURVEYING, LLC 18774 Freedom 1 Drive Madison, WI 53722 Office: 608-203-0288 Fax: 608-203-6037</p>
<p>PROPERTY OWNER: TOWER OWNERS WAUKESHA COUNTY WAUKESHA 2120 DAVENSON ROAD WAUKESHA, WI 53186</p>		<p>PARCEL NO.: WAUC 1009198 DEED: REEL 702, PAGE 065</p>		
<p>LEASE EXHIBIT FOR VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a VERIZON WIRELESS BEING A PART OF THE SW 1/4 OF THE NE 1/4 SECTION 35, T2N, R18E, WAUKESHA COUNTY, WISCONSIN</p>		<p>PROPERTY OWNER: TOWER OWNERS WAUKESHA COUNTY WAUKESHA 2120 DAVENSON ROAD WAUKESHA, WI 53186</p>		
<p>DATE: 11-17-15</p>		<p>DATE: 11-17-15</p>		
<p>DRAWN BY: JLD</p>		<p>DATE: 11-17-15</p>		
<p>CHECKED BY: C.A.K.</p>		<p>DATE: 11-17-15</p>		
<p>JOB NO.: 06590</p>		<p>SHEET: 2 OF 4</p>		



WISCONSIN
 State of Wisconsin
 JAMES H. SCOTT
 Surveyor
 FEBRUARY 2011
 INS



600 State Highway
 Post Ridge, IL 60068
 Phone: (630) 444-4100
 Fax: (630) 444-4102

SURVEYED FOR:



1515 WOODFIELD ROAD
 SUITE 1400
 SCHWABURG, IL 60173



8620 Powers Ferry Rd. Ste. 400
 Marietta, GA 30067
 Phone: (770) 420-8631
 Fax: (770) 420-8633

SITE NAME: DAVIDSON ROAD

SITE NUMBER: 287804

SITE ADDRESS: 2120 DAVIDSON ROAD
 WAUKESHA, WI 53186

PROPERTY OWNER: TOWER OWNER:
 WATSON COMMUNICATIONS
 2120 DAVIDSON ROAD
 WAUKESHA, WI 53186

PARCEL NO.: WAKC 1005195

ZONED: GOVERNMENT AND
 INSTITUTIONAL

DEED: REEL 792, PAGE 585

LEASE EXHIBIT

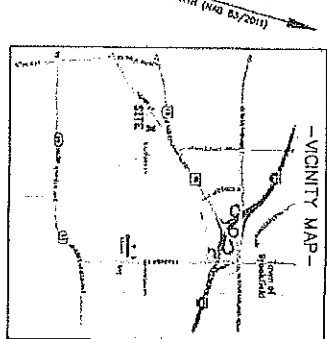
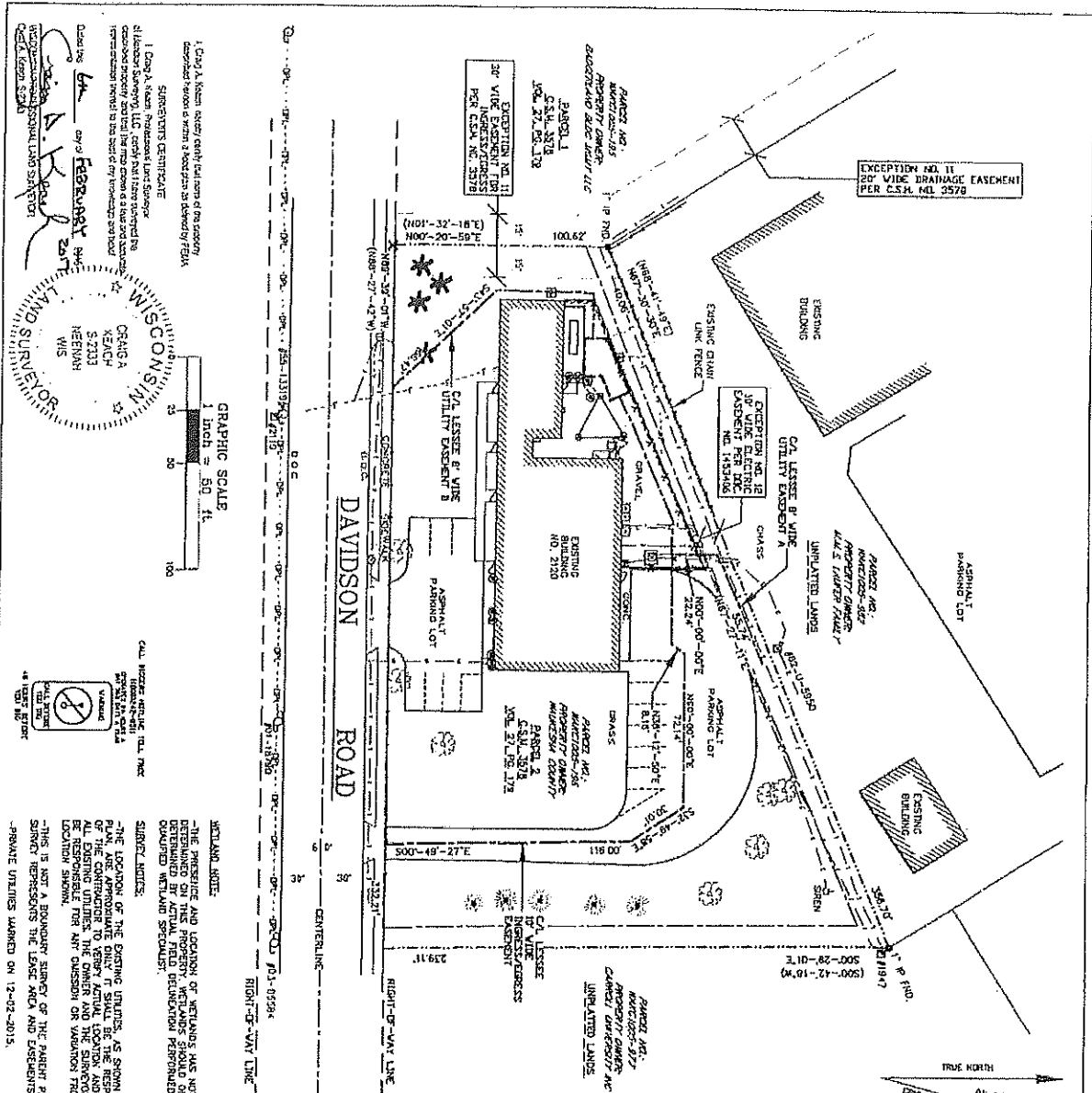
VERIZON WIRELESS PERSONAL
 COMMUNICATIONS LP (V/W) VERIZON WIRELESS
 BEING A PART OF THE SE 1/4 OF THE
 NET 1/4 AND A PART OF THE SW 1/4 OF THE
 NET 1/4, SECTION 36, T17N, R19E,
 CITY OF WAUKESHA,
 WAUKESHA COUNTY, WISCONSIN

NO.	DATE	DESCRIPTION	BY
3	2-6-17	Revised Elevation	JDS
2	12-20-16	Added Lines & Comments	JDS
1	11-20-16	Final Survey	JDS

PREPARED BY: J.D. DATE: 11-17-15

CHECKED BY: C.A.K. DATE: 11-17-15

SHEET 3 OF 4



EXISTING TOWER BASE
 LATITUDE: 43-01'-29.87"
 LONGITUDE: 88-11'-23.85"
 (Per North American Datum of 83/2011)
 Top of Whip Antenna Elevation: 1235.4'
 (Highest Point)
 Top of Tower Elevation: 1215.2'
 Ground Elevation: 985.1'
 (Per North American Vertical Datum of 1988)

BEARINGS REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM (NAD 83) SOUTH ZONE 17S AND THE SOUTH LINE OF PARCEL 2, C.S.M. 3078, WHICH BEARS S 89° 01' 10" W 140.10 ± FEET TO THE POINT OF BEGINNING.

LEGEND
 ○ = 1" IRON PIPE FOUND
 ○ = 1" x 1/8" IRON PIPE SET
 () = RECORDED INFORMATION
 S = SIREN
 ⊕ = METAL POST
 ⊕ = GAS METER
 ⊕ = FIBER OPTIC VALVE
 ⊕ = TELEPHONE MANHOLE
 ⊕ = TELEPHONE PEDESTAL
 ⊕ = AIR CONDITIONER
 ⊕ = ELECTRIC METER
 ⊕ = ELECTRIC TRANSFORMER
 ⊕ = EXISTING POWER POLE
 ⊕ = DOOR
 ⊕ = OVERHEAD ELECTRIC
 ⊕ = BURIED GAS
 ⊕ = BURIED FIBER OPTIC
 ⊕ = BURIED TELEPHONE
 ⊕ = BURIED ELECTRIC
 ⊕ = PROPERTY LINE
 ⊕ = BACK OF CURB
 ⊕ = EXISTING TREE
 ⊕ = EXISTING SPRUCE TREE

SURVEYED FOR: 500 Base Highway Park Ridge, IL 60068 Phone: (847) 884-4400 Fax: (847) 884-4412	
Verizon 1515 WOODFIELD ROAD SUITE 1400 SCHWAUBURG, IL 60173	
SURVEYED FOR: Verizon 1515 WOODFIELD ROAD SUITE 1400 SCHWAUBURG, IL 60173	
PROPERTY OWNER: WALKESHA COUNTY WALKESHA COUNTY WALKESHA, WI 53188	TOWER OWNER: WALKESHA COUNTY WALKESHA COUNTY WALKESHA, WI 53188
PARCEL NO.: WMC 1005196 REE 792, IMAG 685	ZONED: GOVERNMENT AND INSTITUTIONAL
LEASE EXHIBIT VERIZON WIRELESS PERSONAL COMMUNICATIONS IS A VERIZON COMPANY BEING A PART OF THE S/I/A OF THE N.E. 1/4 AND A PART OF THE S.W. 1/4 OF THE N.E. 1/4 SECTION 36, T.3N., R.19E., CITY OF WALKESHA, WISCONSIN	
DATE: 11-17-15	BY: JLD
NO. DATE: 1 11-20-15 2 12-5-15 3 2-6-17	DESCRIPTION: Preliminary Survey Revised Comments Added Notes & Easements Preliminary Survey
DRAWN BY: JLD	FIELD BOOK: 444 PG 18
DESIGNED BY: C.A.K.	SHEET: 1 OF 4

A part of Parcel 1 of Certified Survey Map No. 3178, Volume 27, Page 179, Document No. 1092348 of Waluabeka County, Records and located in the Northwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 18, T19N, R10E, S18E, Wisconsin containing 640 square feet (0.018 acres) of land and being described by

(Commencing at the Northwest Corner of said Parcel 2, thence S67°30'40" E, 149.7140 feet along the Northern line of said Parcel 2, thence S21°29'30" E, 10.18 feet to the point of beginning, thence N60°22'49" E, 2.21 feet, thence S31°18'20" E, 10.00 feet, thence S22°29'30" E, 17.84 feet, thence S08°27'38" W, 7.99 feet, thence N88°22'21" W, 11.00 feet, thence S90°27'29" E, 10.89 feet to the point of beginning being subject to any and all easements and restrictions of record

10 FOOT WIDE BACKSET EGRESS EASEMENT

A part of Parcel 2 of Certified Survey Map No. 3178, Volume 27, Page 179, Document No. 1092348 of Waluabeka County, Records and located in the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) and the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section 18, T19N, R10E, S18E, Wisconsin containing 633 square feet (0.015 acres) of land and being Parcel (1) described by the following described line

(Commencing at the Northwest Corner of said Parcel 2, thence N67°30'40" E, 149.7140 feet along the Northern line of said Parcel 2, thence S22°29'30" E, 10.18 feet to the point of beginning, thence N60°22'49" E, 2.21 feet, thence S31°18'20" E, 10.00 feet, thence S22°29'30" E, 17.84 feet, thence S08°27'38" W, 7.99 feet, thence N88°22'21" W, 11.00 feet, thence S90°27'29" E, 10.89 feet to the point of beginning, thence N67°30'40" E, 149.7140 feet to the point of termination. The side lot lines of said adjacent shall be determined or lengthened or shortened to the 10-foot line of the above described "TERRACE AREA"

8 FOOT WIDE UTILITY EASEMENT

A part of Parcel 3 of Certified Survey Map No. 3178, Volume 27, Page 179, Document No. 1092348 of Waluabeka County, Records and located in the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) and the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section 18, T19N, R10E, S18E, Wisconsin containing 633 square feet (0.015 acres) of land and being Parcel (1) described by the following described line

(Commencing at the Northwest Corner of said Parcel 2, thence N67°30'40" E, 149.7140 feet along the Northern line of said Parcel 2, thence S22°29'30" E, 10.18 feet to the point of beginning, thence N60°22'49" E, 2.21 feet, thence S31°18'20" E, 10.00 feet, thence S22°29'30" E, 17.84 feet, thence S08°27'38" W, 7.99 feet, thence N88°22'21" W, 11.00 feet, thence S90°27'29" E, 10.89 feet to the point of beginning, thence N67°30'40" E, 149.7140 feet to the point of termination. The side lot lines of said adjacent shall be determined or lengthened or shortened to the 8-foot line of the above described "TERRACE AREA"

4 FOOT WIDE UTILITY EASEMENT

A part of Parcel 3 of Certified Survey Map No. 3178, Volume 27, Page 179, Document No. 1092348 of Waluabeka County, Records and located in the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) and the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section 18, T19N, R10E, S18E, Wisconsin containing 633 square feet (0.015 acres) of land and being Parcel (1) described by the following described line

(Commencing at the Northwest Corner of said Parcel 2, thence N67°30'40" E, 149.7140 feet along the Northern line of said Parcel 2, thence S22°29'30" E, 10.18 feet to the point of beginning, thence N60°22'49" E, 2.21 feet, thence S31°18'20" E, 10.00 feet, thence S22°29'30" E, 17.84 feet, thence S08°27'38" W, 7.99 feet, thence N88°22'21" W, 11.00 feet, thence S90°27'29" E, 10.89 feet to the point of beginning, thence N67°30'40" E, 149.7140 feet to the point of termination. The side lot lines of said adjacent shall be determined or lengthened or shortened to the 4-foot line of the above described "TERRACE AREA"

PARKLET PARKING

TITLE REPORT REVIEW

John Kegan Chicago Title Insurance Company
Commissioner No. C124543
11 Racine Drive, October 8, 2016
Per Sample Title Vested in Waluabeka County

4-211 The Statement of Applicability refers to the 1 acre Site and any Permitted, permitted, Temporary, Where Specific Assurances affect the 1 acre Site and in a Written Statement, they are identified as such
Schedule B II

110) There are general easements and specific encroachments
111) Easements as shown on Certified Survey Map No. 3178 recorded in Volume 27 of Certified Survey Maps, Pages 179 through 181 as Document No. 1092348. All easements are plotted and shown.

12) Grant of Easement to Wisconsin Electric Utility Company recorded in Volume 27 of Certified Survey Maps, Pages 179 through 181 as Document No. 1092348 and is plotted and shown.

13) Recorders conditions and restrictions are set forth in a Chain of Title in the City of Waluabeka recorded in Volume 3796 on Page 319 of Document No. 279732. Does not apply.

14) 15) These are general easements and all specific encroachments



SURVEYED FOR:
TERRA
CONSTRUCTION OF SURVEYS, LLC
600 Bruce Highway
Port Royal, SC 29586
Tel: (803) 444-4172
Fax: (803) 444-4172

SURVEYED FOR:
verizon
1818 WOODFIELD ROAD
SUITE 1400
SCHLAUBURG, IL 60173

MERIDIAN
SURVEYING, LLC
4874 Flynn Drive
Menasha, WI 54952
Phone: 920-801-0881
Fax: 920-221-0881
Website: www.meridianwi.com

SITE NAME: DAVIDSON ROAD
SITE NUMBER: 287804
SITE ADDRESS: 2120 DAVIDSON ROAD
WALUKESHA, WI 53186

PROPERTY OWNER: TOWER OWNER:
WALUKESHA COUNTY
WALUKESHA, WI 53186

PARCEL NO.: WANC 1005196
ZONED: GOVERNMENT AND INSTITUTIONAL
REEL 782, MAKE 666

LEASE EXHIBIT FOR VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a VERIZON WIRELESS BEING A PART OF THE SW1/4 OF THE NE1/4 AND A PART OF THE SW1/4 OF THE NE1/4 SECTION 36, T2N, R18E, WALUKESHA COUNTY, WISCONSIN

NO.	DATE	DESCRIPTION	BY
1	2-6-17	Revised (Commencement)	JLD
2	12-26-16	Added LEGAL & ECONOMIC	JLD
3	1-26-17	Primary Survey	JLD
4	1-26-17	DESCRIPTION	JLD

DRAWN BY: JLD
FIELD BOOK: 11-17-15
DATE: 11-17-15
CHECKED BY: C.A.L.K.
REEL: 782, MAKE: 666
SHEET: 4 OF 4

FISCAL NOTE

APPROVE VERIZON CELL TOWER AND GROUND LEASE AT THE DAVIDSON ROAD
TOWER

This ordinance approves an agreement between the Waukesha County Department of Emergency Preparedness and Verizon Wireless 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 April 1, 2018, and will run for an initial period of five years with four renewal periods of 5 years each for a potential total period of 25 years.

Under the terms of the lease, Verizon 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.

Lawrence M. Dahl

Lawrence M. Dahl
Accounting Services Manager