

173rd BOARD YEAR
LEGISLATIVE ITEMS RECEIVED FOR COMMITTEE REFERRAL

File No.	Rec/Ref	Referred to:	Title
173-O-094	02/07/19 02/07/19	Land Use Finance	ORD: Authorize Acceptance Of Wisconsin Department Of Corrections Windows To Work Grant For Re-Entry Workforce Development Services In Waukesha, Ozaukee, And Washington Counties And Amend The 2019 Budget Of The Department Of Parks And Land Use
173-O-095	02/07/19 02/07/19	Public Works	ORD: Laying Out, Relocation And Improvement Of County Trunk Highway M, N. Calhoun Rd. To N. 124 th Street, Waukesha County Project I.D. 2759-03-00, Revision #1
173-O-096	02/07/19 02/07/19	Executive Public Works Finance	ORD: Authorize Department Of Public Works To Accept Monetary Donation For CTH DR Shoulder Paving And Modify The 2019 Capital Project Budget
173-O-097	02/07/19 02/07/19	Judiciary Finance	ORD: Amend The 2019 Sheriff's Department Budget For The Expenditure Of Seized Funds To Participating Agencies
173-O-098	02/07/19 02/07/19	Finance	ORD: Transfer Carryover Funds From 2018 Unexpended Appropriations To 2019 Budgeted Appropriations
173-O-099	02/28/19 03/07/19	Land Use	ORD: Amend The District Zoning Map Of The Town Of Lisbon Zoning Code By Rezoning Certain Lands Located In Part Of The SE ¼ Of Section 36, T8N, R19E, Town Of Lisbon, Waukesha County, Wisconsin, From The A-3 Agricultural And Residential Estate District To The R-1 Suburban Single Family Residential District (RZ32)
173-O-100	02/28/19 03/07/19	Land Use	ORD: Amend The Waukesha County Shoreland And Floodland Protection Ordinance District Zoning Map Of The Town Of Waukesha And The District Zoning Map Of The Town Of Waukesha Zoning Code By Revising The Conditions Of A Previous Conditional Rezoning (Enrolled Ordinance No. 171-35), For Certain Lands Located In Part Of The SW ¼ Of Section 29 And Part Of The NW ¼ Of Section 32, T6N, R19E, Town Of Waukesha (RZ7)
173-O-101	03/06/19 03/07/19	Land Use	ORD: Approve Second Amendment To Millpointer Property Residential Use Agreement
173-O-102	03/05/19 03/07/19	Executive Finance	ORD: Amend Waukesha County Code Of Ordinances To Modify Waukesha County Investment Policy
173-A-034	03/04/19 03/07/19	Executive	APPT: Alicia Jilling to the Pauline Haas Public Library Board of Trustees
173-A-035	03/05/19 03/07/19	Executive	APPT: Arnold Moncada to the Ethics Board
173-A-036	03/05/19 03/07/19	Executive	APPT: Dick Mace to the Wisconsin River Rail Transit Commission
173-O-103	03/06/19 03/07/19	Judiciary	ORD: Approval Of Cornea Donor Referral Agreement With Lions Eye Bank Of Wisconsin To Act And Obtain Cornea Donor Referrals From The Medical Examiner's Office
173-O-104	03/05/19 03/07/19	Finance	ORD: Authorize The Issuance Of Not To Exceed \$17,500,000 General Obligation Promissory Notes For Capital Projects
173-O-105	03/05/19 03/07/19	County Board	ORD: Approve Compromise Settlement For Worker's Compensation Case Entitled Michele Cooper vs. County Of Waukesha

173rd BOARD YEAR
 LEGISLATIVE ITEMS RECEIVED FOR COMMITTEE REFERRAL

File No.	Rec/Ref	Referred to:	Title
173-O-106	03/07/19 03/07/19	Land Use Finance	ORD: Amend The 2019 Budget Of The Community Development Program For Additional Home Investment Partnership (HOME) Program Income Funds And Community Development Block Grant (CDBG) Program Income Funds
173-O-107	03/07/19 03/07/19	Judiciary Finance	ORD: Approval Of Agreement With American Tissue Services Foundation To Obtain And Act Upon Tissue Donor Referrals From The Medical Examiner's Office
173-O-108	03/07/19 03/07/19	Judiciary Finance	ORD: Accept State Of Wisconsin SIMCOM Exercise Program Funding And Modify The Emergency Preparedness 2019 Budget To Appropriate Grant Revenues And Expenditures For Emergency Responder Training
173-O-109	03/07/19 03/07/19	HHS Finance	ORD: Modify The Department Of Health And Human Services 2019 Budget To Increase Expenditures Using Additional General Fund Balance Related To Unanticipated 2018 State Revenue Allocations

1 AMEND THE DISTRICT ZONING MAP OF THE TOWN OF LISBON ZONING CODE BY
2 REZONING CERTAIN LANDS LOCATED IN PART OF THE SE ¼ OF SECTION 36, T8N,
3 R19E, TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN, FROM THE A-3
4 AGRICULTURAL AND RESIDENTIAL ESTATE DISTRICT TO THE R-1
5 SUBURBAN SINGLE FAMILY RESIDENTIAL DISTRICT (RZ32)
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 November 12, 2018; and
10

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

16 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
17 that the District Zoning Map for the Town of Lisbon Zoning Code, adopted by the Town of
18 Lisbon on April 9, 2010, is hereby amended to rezone from the A-3 Agricultural and Residential
19 Estate District to the R-1 Suburban Single Family Residential District, certain lands located in
20 part of the SE ¼ of Section 36, T8N, R19E, Town of Lisbon, Waukesha County, Wisconsin, and
21 more specifically described in the “Staff Report and Recommendation” and map on file in the
22 office of the Waukesha County Department of Parks and Land Use and made a part of this
23 Ordinance by reference RZ32, 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

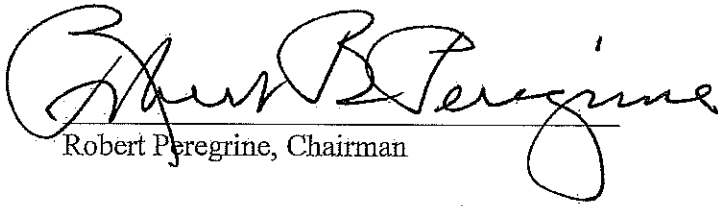
28 BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon passage,
29 approval and publication.

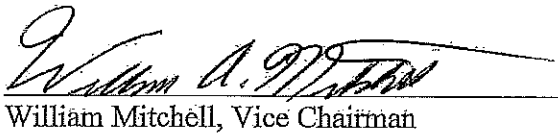
COMMISSION ACTION

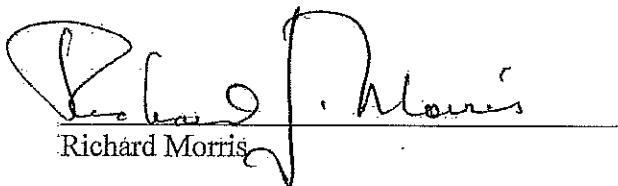
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Town of Lisbon Zoning Code and Map hereby recommends approval of **RZ32 (Donald Schneider)** in accordance with the attached "Staff Report and Recommendation".

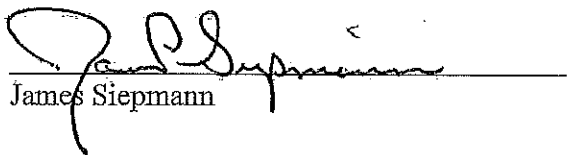
PARK AND PLANNING COMMISSION

February 21, 2019

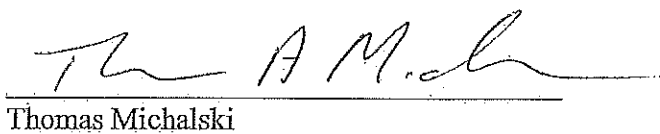

Robert Peregrine, Chairman


William Mitchell, Vice Chairman


Richard Morris


James Siepmann

Absent
William Maslowski


Thomas Michalski

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

DATE: February 21, 2019

FILE NO.: RZ32

OWNER/APPLICANT: Donald Schneider
W220 N4879 Town Line Road
Menomonee Falls, WI 53051

TAX KEY NO.: LSBT 0288.987.001

LOCATION:

Lot 4 of Certified Survey Map No. 5824, part of the SE ¼ of Section 36, T8N, R19E, Town of Lisbon. More specifically, the property is located at the Town Line Road address cited above, containing approximately 4.7 acres.

EXISTING ZONING: A-3 Agricultural/Residential Estate District.

PROPOSED ZONING: R-1 Suburban Single Family Residential District.

EXISTING USES: Single-family residential use.

REQUESTED USES: Single-family residential (change in category to allow future land division).

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

Both the CDP and LUP designate the subject property as Low Density Residential (20,000 square feet to 1.4 acres per dwelling unit). The parcel is also located within the Village of Sussex Extraterritorial Jurisdiction and Joint Planning Area and is designated as Low Density Residential in the Village Land Use Plan for Future Extraterritorial Area. The parcel is not in an area designated for future addition to the Village and is not within the proposed extraterritorial sewer service area. The proposed rezoning would comply with all plans.

PUBLIC HEARING DATE: November 8, 2018.

PUBLIC COMMENT:

- A neighbor who resides directly across the street from the property, expressed concerns as to when the public hearing notice went out on October 24, 2018 and stated he did not have enough time to review the proposal as to what impact the project will have. He is concerned for the safety of his four (4) year old child. He does not want the area to take on City characteristics aesthetically.
- Another nearby owner stated the property has been for sale for some time and has not sold. He stated the property owner is looking to sell and get as much as possible. He stated that he

wants to keep the aesthetics of Lisbon what it is. He noted that the adjacent farmer in Menomonee Falls farms parts of his and other adjacent lots. He has a hard time with the property being broken up just before the owner sells the house to leave.

- A neighbor who resides directly west of the petitioner stated that he does not want to see this area change and has not seen any documentation as to what the petitioners plan to do with the property.

TOWN PLAN COMMISSION ACTION:

On November 8, 2018, the Town of Lisbon Plan Commission unanimously approved rezone Ordinance 13-18 (attached) and recommended approval of the same to the Town Board.

TOWN BOARD ACTION:

On November 12, 2018, the Town Board of Supervisors unanimously approved rezone Ordinance 13-18 and recommended the same to the JPC and Waukesha County.

TOWN OF LISBON/VILLAGE OF SUSSEX JOINT PLANNING COMMITTEE (JPC) ACTION:

On January 24, 2019, the JPC unanimously approved the rezone request.

STAFF ANALYSIS:

The subject property, located at the northwest corner of Weyer Road and Town Line Road in Section 36, is approximately 4.68 acres in size and rectangular shaped. Slopes on the site are gentle, with about 15 feet of grade change across the 628-foot deep lot. A minor land division (three lot Certified Survey Map) is being proposed on the subject property, which is prompting the zoning change request. The northernmost proposed lot would contain an existing single-family residence, with two adjacent 1.26 acre lots being proposed for single family development. The Town of Lisbon would need to approve a specific lot layout through the land division review process along with any new driveway accesses to Town Line Road. Because the lands are on a ninety degree bend, the Town will need to carefully consider layout and access. A copy of the conceptual land division is attached as Exhibit "A". As previously stated, the subject parcel is located within the Village of Sussex Extraterritorial Jurisdiction and Joint Planning Area (JPA). Any changes including rezones and land divisions within the JPA must be approved the Town/Village Joint Planning Committee (JPC).

The lot sits adjacent to a number of municipal boundaries. The lands adjacent to the north and west are in the Town of Lisbon. The lands to the west are zoned A-3 (Agricultural/Residential Estate District) and are in single-family use on lots ranging from three (3) to five (5) acres. A 9.7 acre lot adjacent to the north contains a church and is zoned P-I (Public and Institutional). To the east, are a number of larger parcels zoned A-1 in the Village of Menomonee Falls, which are in agricultural use including a fifty (50) acre farm directly across Town Line Road from the Subject Property. To the south is the Woodleaf Reserve Subdivision (zoned RS-6) located in the City of Pewaukee. The development has single-family lots approximately 15,000 sq. ft. in size. To the southeast (Town of Brookfield - RS-2 zoning) is a fourteen (14) acre parcel in single-family use as well as a single-family subdivision with 1 to 1.5 acre lots. It should be noted that with the exception of the Town of Brookfield lands to the southeast, all other adjacent lands are in the Low Density Residential category, consistent with the subject property.

Speakers at the public hearing expressed concerns regarding the proposed rezoning. The speakers live on larger rural residential or estate type properties that are in close proximity. If only considering the Town of Lisbon part of the neighborhood, it could be interpreted that the request is a "spot" zoning in that the adjacent four estate sized parcels to the west/northwest are all zoned A-3. Courts have generally advised against spot zoning. However, the neighborhood context is somewhat unique in that four communities' boundaries come together adjacent to the property. Much more dense development has recently been introduced to the area with the Woodleaf subdivision to the south in the City of Pewaukee. The Country Club Estates subdivision to the west in Lisbon also contains smaller lot sizes.

In examining the localized land use pattern, the homes on the adjacent lots to the west are all well setback from Weyer Rd. and have fields in the front part of their lots. The subject parcel also contains a southerly field but the home is accessed from Town Line Rd. The proposal to rezone which would allow for an additional possible two lots to the south of the existing home creates a change in context for the immediate neighborhood. However, the adopted land use plan calls for density ranges consistent with that being proposed. The Town and Village may wish to review the plan designations for the larger neighborhood to be sensitive to the sentiment shared by the owners of nearby properties, as it appears as though creation of additional lots on nearby properties that are also currently planned Low Density Residential would create potentially awkward layouts.

STAFF RECOMMENDATION:

Based on the above analysis, the Planning and Zoning Division Staff recommends **approval** of this rezone request in accordance with the Town of Lisbon's adopted Ordinance (13-18) approving the same. The proposed zoning change complies with local adopted plans and the County Development Plan. The rezone will allow the owner to pursue the creation of additional lots consistent with Plan recommendations. The Town can carefully consider future lot layouts and access issues as part of the land division review process.

Respectfully submitted,

Benjamin Greenberg

Benjamin Greenberg
Senior Land Use Specialist

Attachments: Town Ordinance 13-18
Rezoning Map
Exhibit A -- Proposed Land Division

N:\PRKANDLU\Planning and Zoning\Rezoning\Staff Reports\RZ32 Schneider Ist.doc

RECEIVED

JAN 29 2019

DEPT OF PARKS & LAND USE

STATE OF WISCONSIN

TOWN OF LISBON

WAUKESHA COUNTY

Ord. 13-18

**ORDINANCE REZONING LSBT 0288.987.001, FROM A-3
AGRICULTURAL/RESIDENTIAL ESTATE DISTRICT TO R-1 SUBURBAN SINGLE
FAMILY RESIDENTIAL DISTRICT IN THE TOWN OF LISBON, WAUKESHA
COUNTY, WISCONSIN**

WHEREAS, Property owner Donald Schneider petitioned the Town of Lisbon to rezone property from A-3 Agricultural/Residential Estate District to 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 held a Joint Public Hearing on the rezoning request on Thursday, November 8, 2018.

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 A-3 Agricultural/Residential Estate District to R-1 Suburban Single Family Residential District:


LOT 4 CERT SURV 5824 VOL 47/234 AS REC IN DOC# 1534565 PT SE1/4 SEC 36 T8N
R19E. ALSO KNOWN AS LSBT 0288.987.001

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.

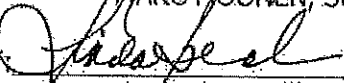
PASSED AND ADOPTED by the Town Board of the Town of Lisbon, Waukesha County, Wisconsin this 12th day of November, 2018.

TOWN BOARD, TOWN OF LISBON
WAUKESHA COUNTY, WISCONSIN

BY: 
JOSEPH OSTERMAN, Chairman

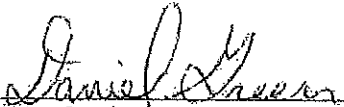
BY: 
TEDIA GAMINO, Supervisor

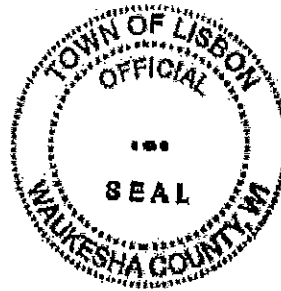
BY: 
MARC MOONEN, Supervisor

BY: 
LINDA BEAL, Supervisor

BY: 
REBECCA PLOTECHER, Supervisor

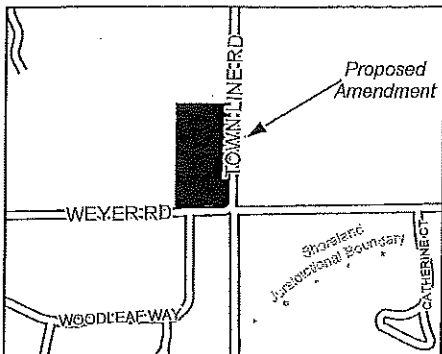
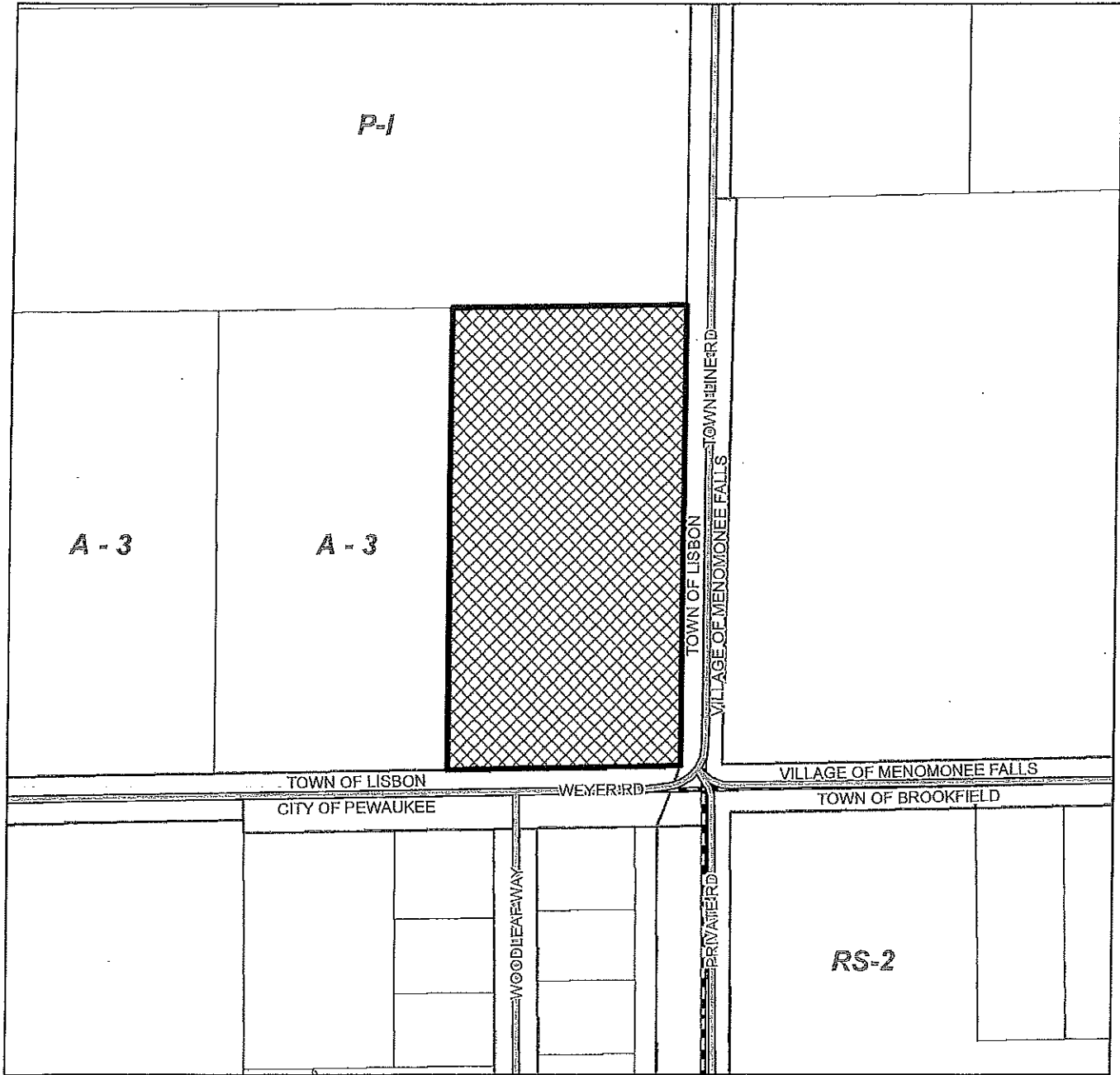
ATTEST:


BY: 
Dan Green, WCMC
Town Clerk



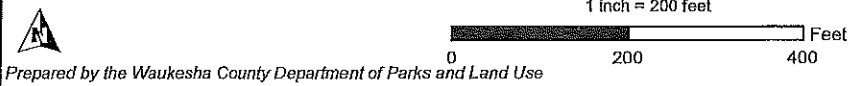
ZONING AMENDMENT

PART OF THE SE 1/4 OF SECTION 36,
TOWN OF LISBON



 TOWN ZONING AMENDMENT CHANGE FROM A-3 AGRICULTURAL/RESIDENTIAL DISTRICT TO R-1 SUBURBAN SINGLE FAMILY RESIDENTIAL DISTRICT (4.67 AC)

FILE.....RZ32
 DATE OF PLAN COMMISSION.....02/21/2019
 AREA OF CHANGE.....4.67 ACRES
 TAX KEY NUMBER.....LSBT 0288.987.001



Prepared by the Waukesha County Department of Parks and Land Use

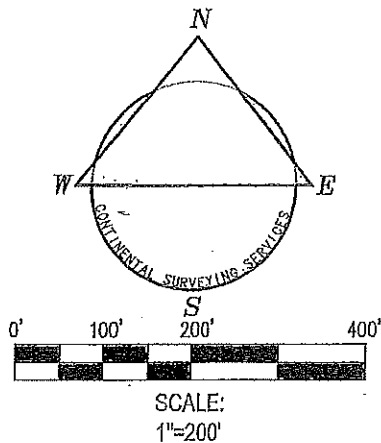
EXHIBIT "A"

PROPERTY ADDRESS:
W220 N4879 Town Line Rd
Lisbon WI 53051
TKN.: LSBT 0288987001

EXHIBIT
Description of Exhibit

Donald and Jeanette Schneider
W220N4879 Town Line Road
Menomonee Falls, WI. 53051

A Redivision of Lot 4 of Certified Survey Map No. 5824, being a part of the Southeast
1/4 of the Southeast 1/4 of Section 36, Township 8 North, Range 19 East
Town of Lisbon, Waukesha County, Wisconsin

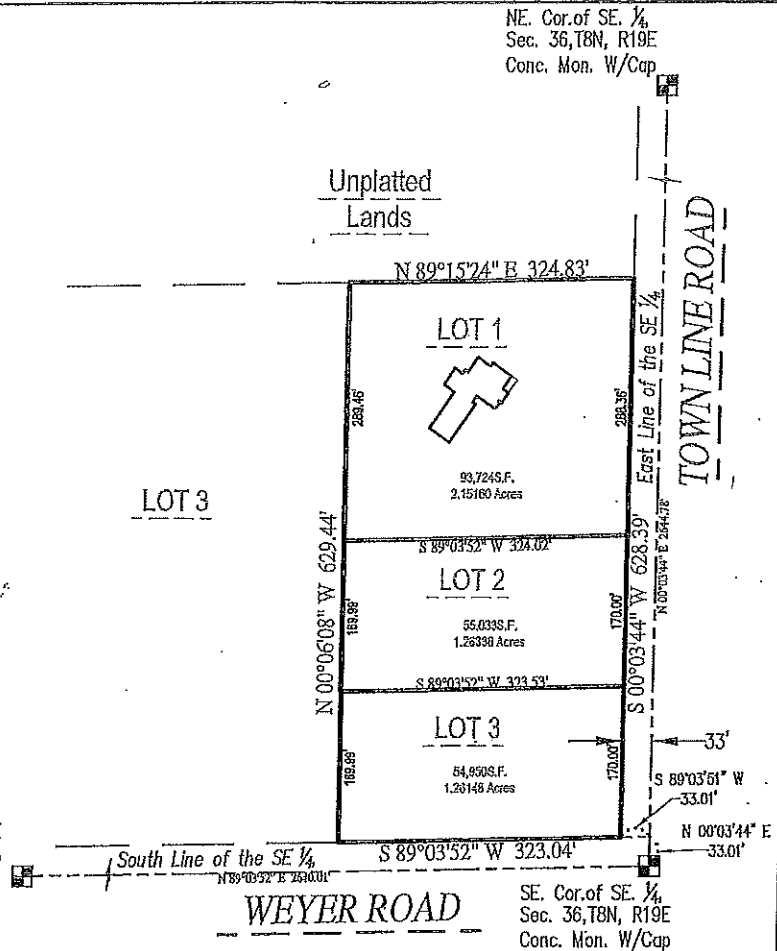


RECEIVED

JAN 20 2000

DEPT OF PARKS & LAND USE

SW. Cor. of SE 1/4,
Sec. 36, T8N, R19E
Conc. Mon. W/Cap



This map was drafted by: TLM

All that part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 36, Township 8 North, Range 19 East, in the Town of Lisbon, Waukesha County, Wisconsin, Commencing at the Southeast Corner of Section 36, Township 8 North, Range 19 East, thence North 0°03'44" East a long the east line of said Southeast Quarter, 33.01 feet; thence South 89°03'51" West, 33.01 feet to the point of Beginning, said point being the Southeast Corner of Lot 4 of Certified Survey Map Number 5824; thence continuing South 89°03'52" West along the south line of said Lot 4, 323.04 feet to the Southwest Corner of said Lot 4; thence North 0°06'08" West along the west line of said Lot 4, 629.45 feet to the Northwest Corner of said Lot 4; thence North 89°15'24" East along the west line of said Lot 4, 324.83 feet to the Northeast Corner of said Lot 4; thence South 0°03'44" West along the east line of said Lot 4, 628.39 feet to the Point of Beginning.

The gross area of said parcel contains 203,707 Square feet or 4.67646 Acres of land more or less.

**CONTINENTAL
SURVEYING
SERVICES LLC**



Main Office:
2059 Hwy 175, Suite "A"
Richfield WI. 53076

Phone: (262) 389-9200
Website: www.csssveys.com
Email: survey@csssurveys.com



1 AMEND THE WAUKESHA COUNTY SHORELAND AND FLOODLAND PROTECTION
2 ORDINANCE DISTRICT ZONING MAP OF THE TOWN OF WAUKESHA AND THE
3 DISTRICT ZONING MAP OF THE TOWN OF WAUKESHA ZONING CODE BY
4 REVISING THE CONDITIONS OF A PREVIOUS CONDITIONAL REZONING
5 (ENROLLED ORDINANCE NO. 171-35), FOR CERTAIN LANDS LOCATED IN
6 PART OF THE SW ¼ OF SECTION 29 AND PART OF THE NW ¼ OF
7 SECTION 32, T6N, R19E, TOWN OF WAUKESHA (RZ7)
8
9

10 WHEREAS, after proper notice was given, a public hearing was held and the subject matter of
11 this Ordinance was approved by the Waukesha Town Board on April 12, 2018; and
12

13 WHEREAS, the matter was referred to and considered by the Waukesha County Park and
14 Planning Commission, which recommended approval and reported that recommendation to the
15 Land Use, Parks and Environment Committee and the Waukesha County Board of Supervisors,
16 as required by Sections 59.692 and 60.61, Wis. Stats.
17

18 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
19 that the Town of Waukesha District Zoning Map of the Waukesha County Shoreland and
20 Floodland Protection Ordinance, Waukesha County, Wisconsin, adopted by the Waukesha
21 County Board of Supervisors, on June 23, 1970, regarding the request to revise the conditions of
22 a previous conditional rezoning (Enrolled Ordinance No. 171-35), for certain lands located in
23 part of the SW ¼ of Section 29 and part of the NW ¼ of Section 32, T6N, R19e, Town of
24 Waukesha, and more specifically described in the “Staff Report and Recommendation” and map
25 on file in the office of the Waukesha County Department of Parks and Land Use and made a part
26 of this Ordinance by reference RZ7 subject to the following conditions:
27

- 28 1. The Town’s Ordinance No. 2018-03 shall be complied with.
- 29
30 2. The rezone shall not be in full force and effect until such time as the Petitioner obtains
31 approval of the related four (4) lot Certified Survey Map by the Town of Waukesha
32 Board, City of Waukesha and Waukesha County Department of Parks and Land Use and
33 records the same with the Waukesha County Register of Deeds.
34

35 BE IT FURTHER ORDAINED that the Waukesha County Clerk shall file a certified copy of
36 this Ordinance with the Town Clerk of Waukesha.
37

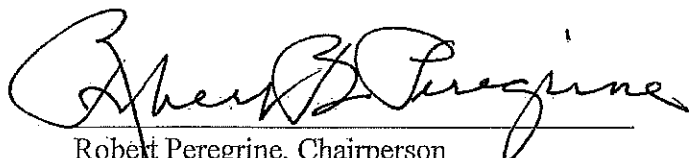
38 BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon passage,
39 approval and publication.

COMMISSION ACTION

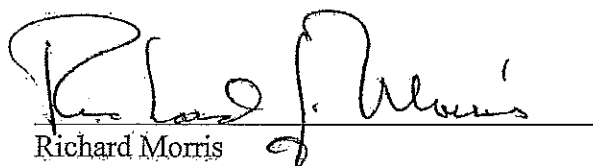
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Waukesha County Shoreland and Floodland Protection Ordinance and the Town of Waukesha Zoning Code, hereby recommends **approval** of **RZ7 (FRED-Lathers, LLC.)** in accordance with the attached "Staff Report and Recommendation."

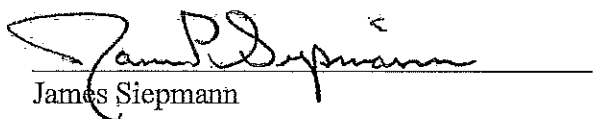
PARK AND PLANNING COMMISSION

February 21, 2019


Robert Peregrine, Chairperson


William Mitchell, Vice Chairperson


Richard Morris


James Siepmann


Thomas Michalski

Absent
William Maslowski

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

DATE: February 21, 2019

FILE NO.: RZ7

TAX KEY NO's.: WAKT 1411.996.010 and part of WAKT 1411.996.011

OWNER/PETITIONER: FRED-Lathers LLC
789 N. Water St., Ste. 200
Milwaukee, WI 53202

LOCATION:

Part of the SW ¼ of Section 29 and part of the NW ¼ of Section 32, T6N, R19E, Town of Waukesha. More specifically, the properties are located on the west side of C.T.H. "P" (River Road) south of Fox Vale Court. The area of change is approximately 8.5 acres in size.

PRESENT ZONING CLASSIFICATION:

R-1 Residential District, Conditional (County)
R-1 Single Family Residence District, Conditional (Town)

PRESENT LAND USE:

Agricultural.

PROPOSED ZONING:

R-1 Residential, with modified conditions.

PROPOSED LAND USE:

The creation of four (4) residential lots.

PUBLIC HEARING DATE:

April 12, 2018.

PUBLIC REACTION:

None.

TOWN PLAN COMMISSION AND TOWN BOARD ACTION:

On April 12, 2018, the Town Board conditionally approved the rezoning request in accordance with the recommendation of the Town Plan Commission. The Town's Ordinance is attached.

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

In 2011, the County and Town Land Use Plan destination for the developable part of the property was conditionally amended from the Rural Residential (5 to 34.9 acres per unit) to the Suburban I Density Residential category (1.5 to 2.9 acres per unit). The conditions of approval required conservation design elements and memorialized the developers' intention to dedicate approximately 16 acres to Waukesha

County for the Fox River Greenway. Said acreage was dedicated in 2016 via Certified Survey Map. Therefore, the Suburban I Density Residential category is valid for the lands located to the west of C.T.H. "I." The proposal complies with the Town and County Land Use Plans.

OTHER CONSIDERATIONS:

This request, per the request of the owner, has been on hold since the spring of 2018 due to unforeseen circumstances.

The 8.4-acre subject lands are located west of C.T.H. "I" (River Road) and are adjacent to the Fox River. The two (2) four-acre parcels are currently vacant land. The lands had previously been considered for condominium development. In 2016, the Town and County approved a three-lot Certified Survey Map (CSM) for two residential parcels and one outlot to be dedicated to Waukesha County as noted above. A rezone from the A-1 Agricultural District to the R-1 Residential District for the two residential lots was also conditionally approved (Enrolled Ordinance No. 171-35). One condition stated that the property must be developed in substantial conformity with the plans presented at that time (i.e. 2-lot, 1-outlot CSM). The petitioners are now proposing to divide the existing two (2) lots into four (4) lots, each approximately 2-acres in size (see Exhibit "A"). Therefore, this revised proposal requires a new rezoning approval.

The parcels are partially located within the jurisdiction of the Waukesha County Shoreland and Floodland Protection Ordinance, with the easterly acreage subject to the Town of Waukesha Zoning Code. The lots comply with all Town and County R-1 zoning requirements. Three (3) access points from C.T.H. "I" are proposed. Two lots will have their own individual driveway and the remaining two lots will have a shared access. The Waukesha County Department of Public Works has approved the access locations and no additional access may be granted due to sight distance requirements. The Environmental Health Division has confirmed that the soils are suitable for on-site private septic systems and wells. Additionally, Environmental Health noted that if these parcels were further divided or density increased, the siting of on-site private septic systems may be increasingly difficult due to lot depth and soil conditions. Finally, the Land Resources Division has indicated that a Stormwater Management Plan will be required.

STAFF RECOMMENDATION

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

1. The Town's Ordinance No. 2018-03 shall be complied with.
2. The rezone shall not be in full force and effect until such time as the Petitioner obtains approval of the related four (4) lot Certified Survey Map by the Town of Waukesha Board, City of Waukesha and Waukesha County Department of Parks and Land Use and records the same with the Waukesha County Register of Deeds.

This rezoning will allow for a limited number of building sites that have been designed to consider highway access and soil suitability limitations. In addition, the proposed use will remain compatible with the adjacent previously dedicated open space uses along the Fox River and will provide future residents with recreational opportunities. Therefore, the recommendation for approval is consistent with the Town and County Comprehensive Development Plans.

Respectfully submitted,

Rebekah Leto

Rebekah Leto
Senior Land Use Specialist

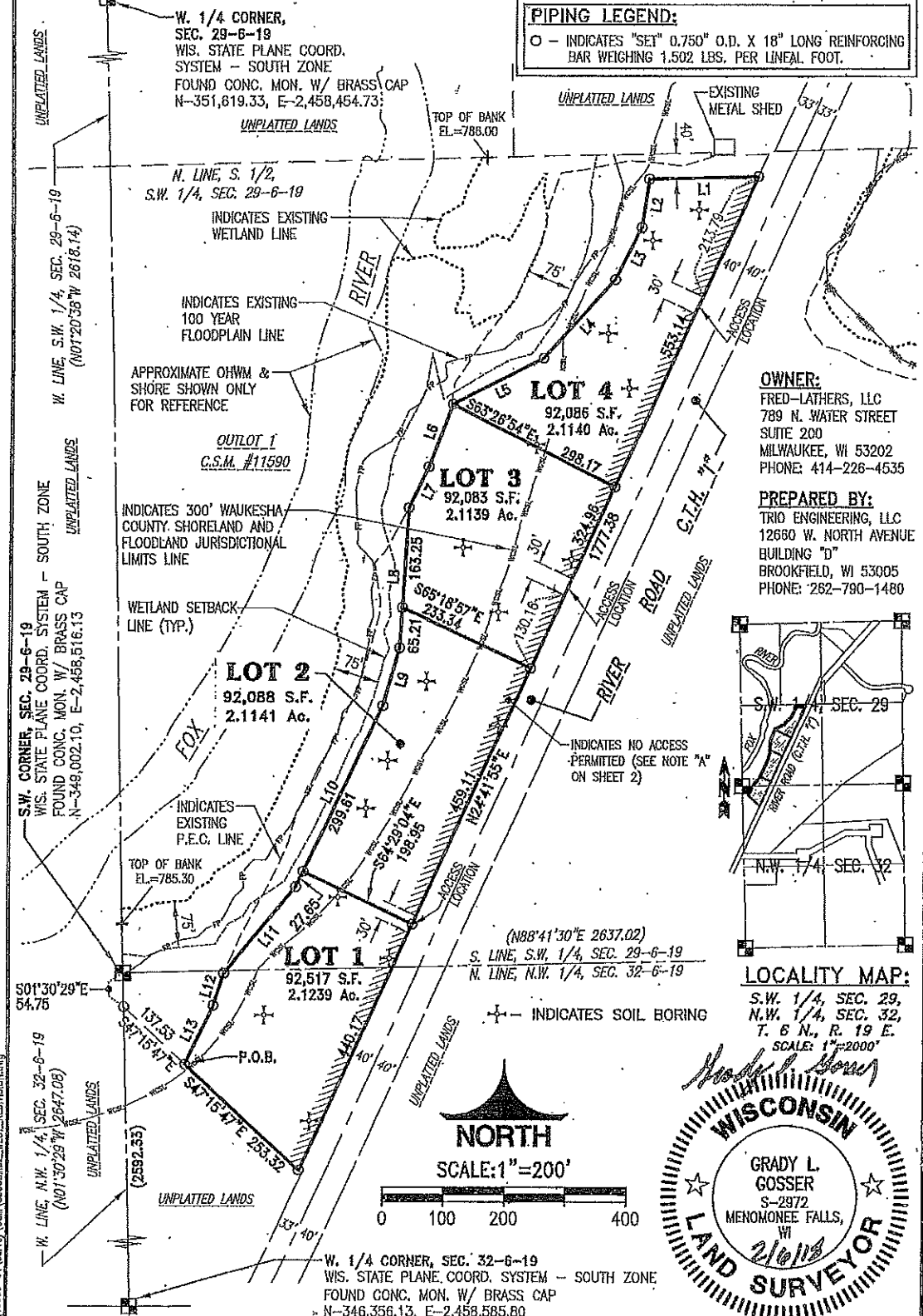
Attachments: Exhibit "A" Certified Survey Map
Town Ordinance No. 2018-03
Map

N:\PRKANDLU\Planning And Zoning\Rezoning\Staff Reports\RZ7 FRED Lathers Wkt.Docx

EXHIBIT "A"

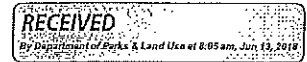
CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 11590, BEING LOCATED IN A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, ALL IN TOWN 6 NORTH, RANGE 19 EAST, IN THE TOWN OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.



DRAFTED THIS 6th DAY OF FEBRUARY, 2018
 THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972
 JOB NO. 16-006-037-01
 SHEET 1 OF 5

ORDINANCE NO. 2018-03
TOWN OF WAUKESHA



AN ORDINANCE TO CONDITIONALLY REZONE AND AMEND THE TOWN
OF WAUKESHA ZONING DISTRICT MAP
OF THE TOWN OF WAUKESHA ZONING ORDINANCE
BY PLACING CERTAIN LANDS IN THE TOWN OF WAUKESHA FROM THE
A-1 AGRICULTURAL DISTRICT TO THE
R-1 SINGLE-FAMILY RESIDENCE DISTRICT

WHEREAS, a petition has been filed by FRED-Lathers, petitioning pursuant to Section 13-2- 22(b) for rezoning property depicted in attached Exhibits A and B, attached hereto and incorporated herein by reference (the "Subject Property"); and

WHEREAS, upon receipt of the petition the Town Clerk scheduled a public hearing to be held jointly by the Town Plan Commission and the Town Board April 12, 2018, pursuant to Section 13-2-22(d); and

WHEREAS, the Town Clerk for the Town of Waukesha has properly transmitted notice to the Town Plan Commission, Town Board, and to the Waukesha County Park and Planning Commission, pursuant to Section 13-2-22(d)(2) of the Town of Waukesha Zoning Code; and

WHEREAS, the Plan Commission considered the testimony taken at the public hearing, along with other pertinent technical information and made a recommendation to the town pursuant to Section 13-2-22(d)(3) of the Town of Waukesha Zoning Code; and

WHEREAS, the Town Board for the Town of Waukesha at the April 12, 2018 meeting after carefully reviewing the recommendation of the Plan Commission for the Town of Waukesha and having given the matter due consideration having determined that all procedural requirements and notice requirements have been satisfied, and having based its determination on the effect of the adoption of the ordinance on the health, safety, morals, comfort, prosperity and general welfare of the Town of Waukesha of the community and the preservation and enhancement of property values in the community, and having given due consideration to the municipal problems involved hereby determine that the rezoning will serve the public health, safety morals, comfort, prosperity and general welfare of the Town of Waukesha, and that such amendments are intended to provide for adequate light, air, convenience of access, and safety from fire and other dangers; to promote the safety and efficiency of the public streets and highways; to aid in conserving and stabilizing the economic values of the community; to promote the orderly development of land; to preserve and promote the general attractiveness and character of the community environment; to guide the proper distribution and location of population and of the various land uses; and otherwise provide for the healthy and prosperous growth of the community, and that such rezoning will enhance property values in the Town and will not be hazardous, harmful, noxious, offensive or a nuisance and will not unduly limit or restrict the use of property in the Town or for any other reason cause a substantial adverse effect on the property values and general desirability of the Town.

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

SECTION 1: The Subject Property identified by map on Exhibit A and by legal description on Exhibit B, both exhibits attached hereto and incorporated herein by reference, are hereby conditionally amended to change the zoning of such property from A-1 Agricultural District to the R-1 Single-Family Residence District, if

the conditions stated in Section 2 of this ordinance are met.

SECTION 2: The above rezoning and zoning map amendment is conditioned upon the following conditions, which must be complied with or this ordinance is null and void:

1. Presentation Compliance. The Subject Property must be developed in substantial conformity with the plans presented with the rezoning petition, and in substantial conformity with the presentation at the public hearing of April 12, 2018, including the comments made by the Town Board during the public hearings and in their meetings following the public hearings. Lots 1 through 4 shall not be further subdivided.
2. Land Division Conditions. Subject to the Subject Property being divided by Certified Survey Map in the manner described at the public hearing held April 12, 2018, and further subject to satisfying any and all conditions that are imposed by the Town in approving the Certified Survey Map (if it is approved), and satisfying all conditions that may be imposed by all other approving and objecting authorities in approving the same (if it is approved), and further subject to recording the Certified Survey Map as approved by the Town (if it is approved), in the office of the Waukesha County Register of Deeds. Further the a deed restriction shall be recorded on each log, in a form approved by the Town Attorney, giving notice that the use is limited to a single-family residence.
3. Shoreland Rezoning. Subject to a rezoning ordinance being adopted by the Waukesha County Board, to amend the Waukesha County Shoreland and Floodland Protection Ordinance in the manner described at the public hearing held on April 12, 2018.
4. Professional Fees. Petitioner shall, on demand, reimburse the Town for all costs and expenses of any type that the Town incurs in connection with this rezoning petition, including the cost of professional services incurred by the Town (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 conditional rezoning ordinance due to a violation of these conditions.
5. Payment of Charges. Any unpaid bills owed to the Town by the owner of subject property or his or her tenants, operators or occupants, 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; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of billing by the Town, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional rezoning ordinance that is subject to all remedies available to the Town, including possible cause for termination of the conditional rezoning ordinance.
6. Subject to Acceptance. Subject to the Petitioner acknowledging in writing that they have received a copy of this conditional approval, that they understand and accept the same, and that upon failure to satisfy these conditions this approval is void, and the same is deemed to not have been approved, and the Petitioner will therefore need to re-commence the application process.

SECTION 3. The Town Engineer is hereby authorized and directed to note this rezoning on the Official Zoning Map of the Town of Waukesha upon successful development of the subject property and satisfaction of all conditions in Section 2 of this ordinance.

SECTION 4. The subject property owner is hereby put on notice that the Town of Waukesha may rezone the lands or portions thereof subject to this conditional rezoning ordinance to A-1 Agricultural District if the conditions of this ordinance are not fully complied with.

SECTION 5. SEVERABILITY.

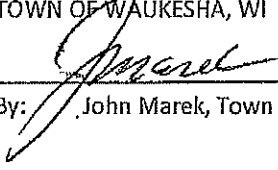
The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a decision of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the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

SECTION 6. EFFECTIVE DATE.

This ordinance shall be in full force and effect from and after its passage and publication and subject to the conditions stated in Section 2, and this ordinance is null and void and original district zoning shall be in effect with no further notice if said conditions are not complied with on the terms and conditions stated herein.

Passed and approved this 24th day of May, 2018.

TOWN OF WAUKESHA, WI

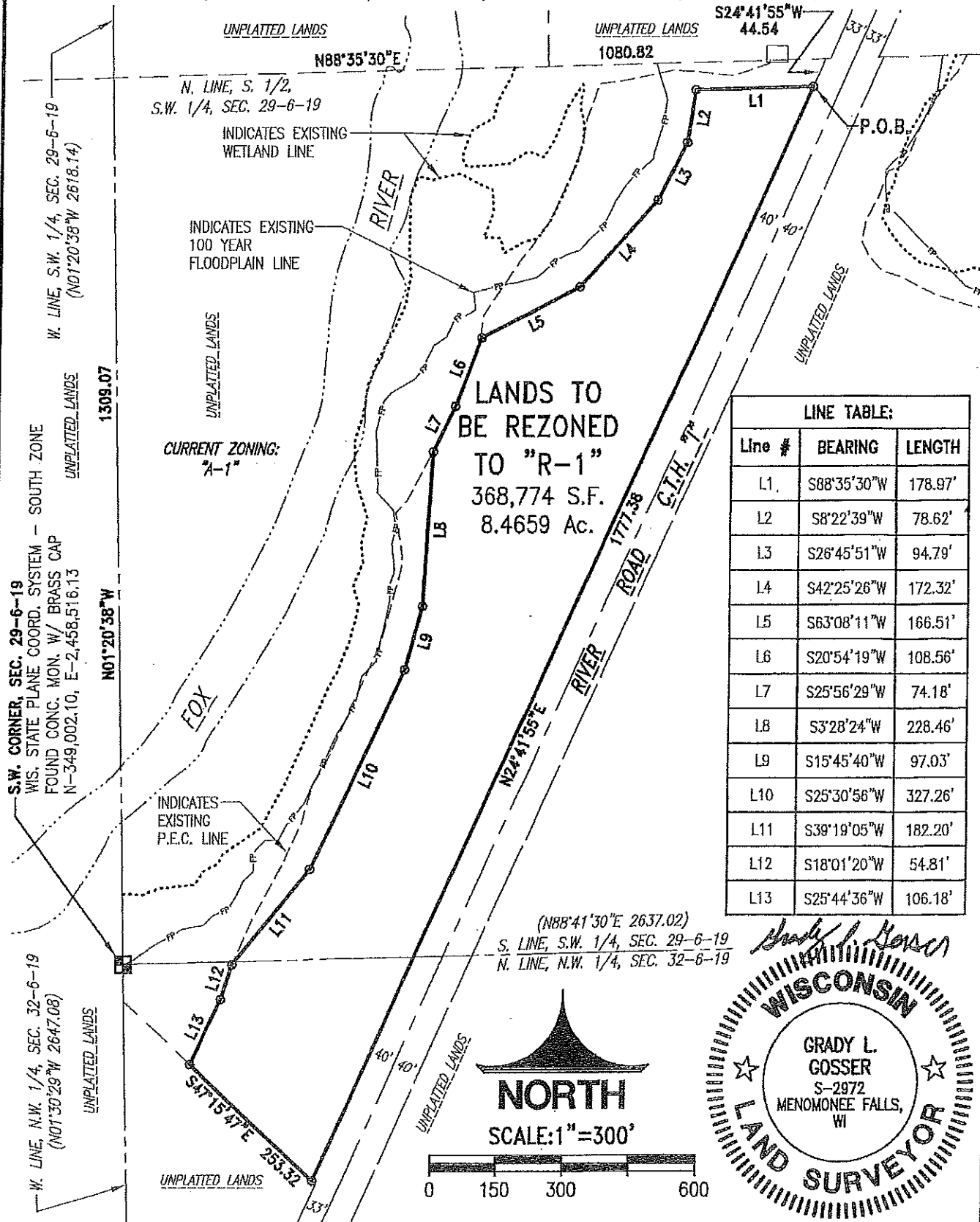
By:  John Marek, Town Chairman

ATTEST:


Kathy Nickolaus, Town Clerk-Treasurer

REZONING EXHIBIT "A"

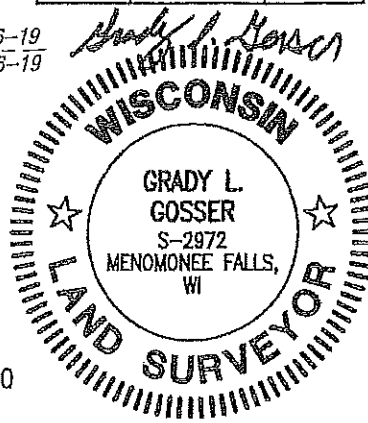
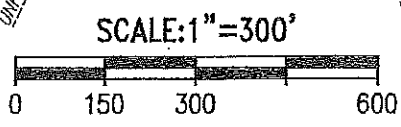
ALL THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, ALL IN TOWN 6 NORTH, RANGE 19 EAST, IN THE TOWN OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.



LANDS TO BE REZONED TO "R-1"
 368,774 S.F.
 8.4659 Ac.

Line #	BEARING	LENGTH
L1	S88°35'30"W	178.97'
L2	S8°22'39"W	78.62'
L3	S26°45'51"W	94.79'
L4	S42°25'26"W	172.32'
L5	S63°08'11"W	166.51'
L6	S20°54'19"W	108.56'
L7	S25°56'29"W	74.18'
L8	S3°28'24"W	228.46'
L9	S15°45'40"W	97.03'
L10	S25°30'56"W	327.26'
L11	S39°19'05"W	182.20'
L12	S18°01'20"W	54.81'
L13	S25°44'36"W	106.18'

(N88°41'30"E 2637.02)
 S. LINE, S.W. 1/4, SEC. 29-6-19
 N. LINE, N.W. 1/4, SEC. 32-6-19



THIS EXHIBIT WAS PREPARED BY GRADY L. GOSSER, P.L.S. (S-2972) DATE: 6-9-16

REZONING EXHIBIT "B"

LANDS TO BE REZONED TO "R-1"

LEGAL DESCRIPTION:

All that part of lands located in a part of the Southwest 1/4 of the Southwest 1/4 of Section 29 and the Northwest 1/4 of the Northwest 1/4 of Section 32, all in Town 6 North, Range 19 East, in the Town of Waukesha, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:


Commencing at the Southwest Corner of said Section 29; Thence North 01°20'38" West and along the West line of the said Southwest 1/4 Section, 1309.07 feet to a point; Thence North 88°35'30" East and along the North line of the South 1/2 of the said Southwest 1/4 Section, 1080.82 feet to a point on the Northwesterly Right-of-Way line of "River Road" (C.T.H. "I"); Thence South 24°41'55" West and along the said Northwesterly Right-of-Way line, 44.54 feet to the place of beginning of lands hereinafter described;

Thence South 88°35'30" West, 178.97 feet to a point; Thence South 08°22'39" West, 78.62 feet to a point; Thence South 26°45'51" West, 94.79 feet to a point; Thence South 42°25'26" West, 172.32 feet to a point; Thence South 63°08'11" West, 166.51 feet to a point; Thence South 20°54'19" West, 108.56 feet to a point; Thence South 25°56'29" West, 74.18 feet to a point; Thence South 03°28'24" West, 228.46 feet to a point; Thence South 15°45'40" West, 97.03 feet to a point; Thence South 25°30'56" West, 327.26 feet to a point; Thence South 39°19'05" West, 182.20 feet to a point; Thence South 18°01'20" West, 54.81 feet to a point; Thence South 25°44'36" West, 106.18 feet to a point on the Northeasterly line of Unplatted Lands; Thence South 47°15'47" East and along the said Northeasterly line, 253.32 feet to a point on the said Northwesterly Right-of-Way line of said "River Road" (C.T.H. "I"); Thence North 24°41'55" East and along the said Northwesterly Right-of-Way line, 1777.38 feet to the point of beginning of this description.

Said Parcel contains 368,774 Square Feet (or 8.4659 Acres) of land, more or less.

Date: 6/9/16




Grady L. Gosser, P.L.S.
Professional Land Surveyor, S-2972
TRIO ENGINEERING, LLC
12660 W. North Avenue, Building "D"
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

RECEIVED

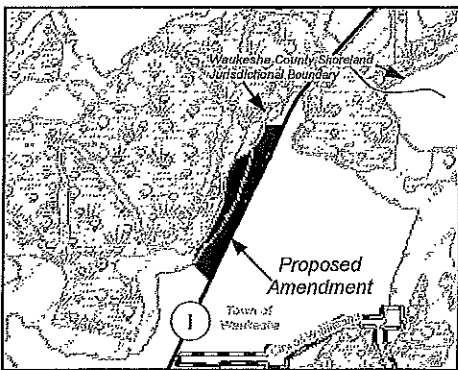
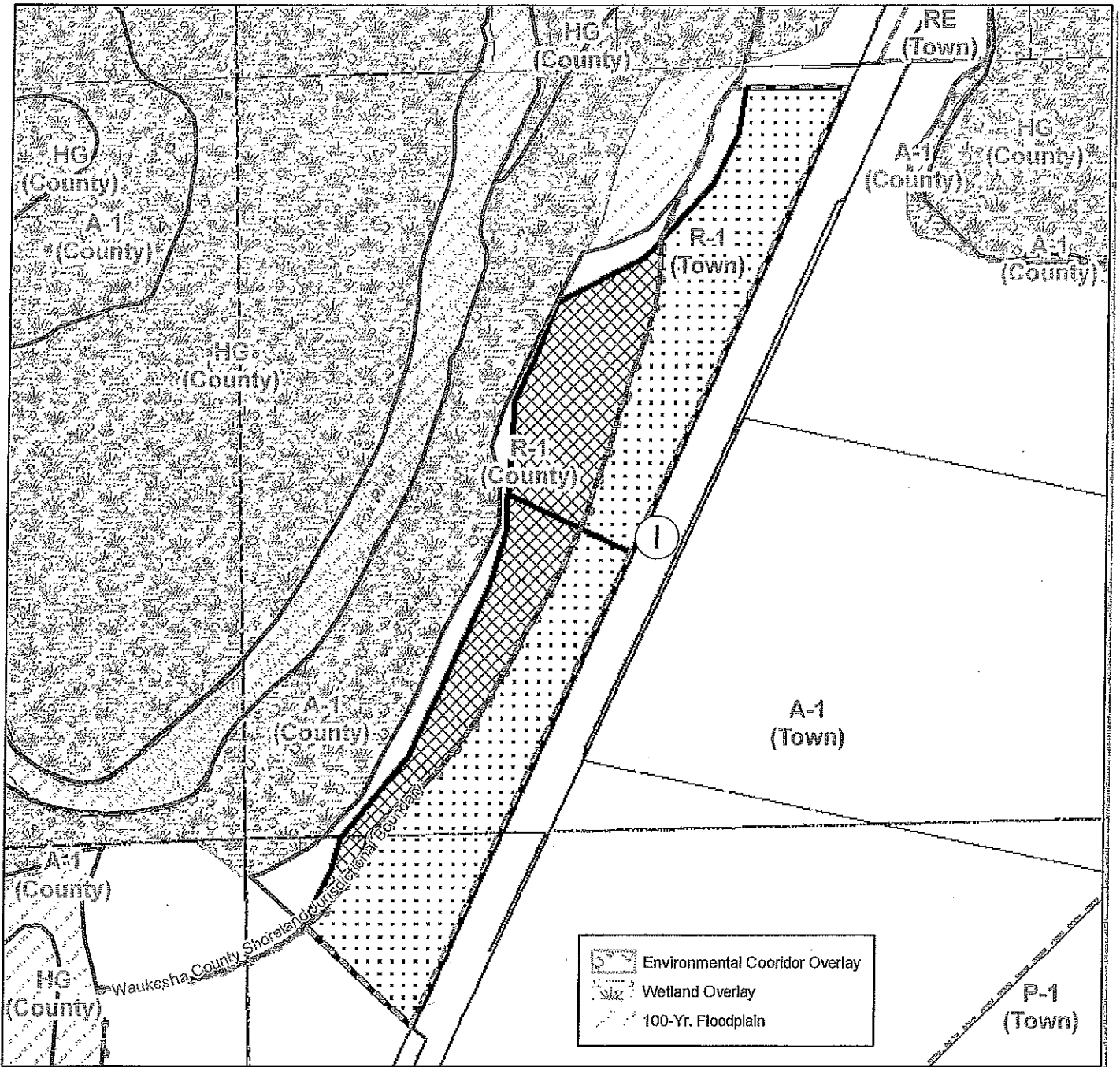
MAR 06 2018

DEPT OF PARKS & LAND USE

Page 1 of 1

ZONING AMENDMENT

PART OF THE SW 1/4 OF SECTION 29 & PART OF THE NW 1/4 OF SECTION 32
TOWN OF WAUKESHA



	AMEND CONDITIONS OF CONDITIONAL R-1 RESIDENTIAL COUNTY ZONING DISTRICT (2.9 AC)
	AMEND CONDITIONS OF CONDITIONAL R-1 SINGLE FAMILY RESIDENCE TOWN ZONING DISTRICT (5.6 AC)
FILE.....	RZ7
DATE OF PLAN COMMISSION.....	02/21/19
AREA OF CHANGE.....	8.5 ACRES
TAX KEY NUMBERS.....	WAKT 1411.996.010 & WAKT 1411.996.011

Prepared by the Waukesha County Department of Parks and Land Use
 1 inch = 250 feet
 0 125 250 Feet

1 APPROVE SECOND AMENDMENT TO MILLPOINTER
2 PROPERTY RESIDENTIAL USE AGREEMENT
3
4

5 WHEREAS, consistent with the Waukesha County Park and Open Space Plan, the County Board
6 adopted Enrolled Ordinances 167-19 and 168-61 to acquire the Joanne M. Millpointer Revocable
7 Trust property located in the Village of Nashotah, commonly referred to as N45 W33206
8 Wisconsin Avenue (Tax Key No. NSHV 0741.998) to become part of Nashotah Park; and
9

10 WHEREAS, through a Residential Use Agreement, Joanne Millpointer was given the ability to
11 live in the house on the property for a maximum of five years, with an expiration date on
12 December 20, 2018; and
13

14 WHEREAS, to assist in living arrangement transition for Joanne Millpointer, the County adopted
15 Enrolled Ordinance 173-029 to extend the term of the Residential Use Agreement until April 1,
16 2019; and
17

18 WHEREAS, to satisfy the additional time requested to complete the living arrangement
19 transition for Joanne Millpointer, the County agrees to extend the term of the Residential Use
20 Agreement until June 30, 2019; and
21

22 WHEREAS, an amendment to the Residential Use Agreement is necessary to effectuate this
23 extension.
24

25 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
26 that the Second Amendment to Residential Use Agreement, on file with the Waukesha County
27 Department of Parks and Land Use, extending the termination date of the Residential Use
28 Agreement to June 30, 2019 is hereby approved.
29

30 BE IT FURTHER ORDAINED that Director of the Waukesha County Department of Parks and
31 Land Use, or his designee, in his discretion, is further authorized to execute any subsequent
32 amendment to the Residential Use Agreement deemed reasonable, appropriate and necessary that
33 extends the term of the Residential Use Agreement beyond June 30, 2019.

SECOND AMENDMENT TO RESIDENTIAL USE AGREEMENT
Joanne Millpointer

THIS SECOND AMENDMENT TO RESIDENTIAL USE AGREEMENT ("Second Amendment"), dated as of the latter of the signature dates below, is by and between Waukesha County ("COUNTY") and Joanne Millpointer ("Millpointer").

WHEREAS, COUNTY and Millpointer entered into a Residential Use Agreement dated December 27, 2013 whereby the COUNTY authorized Millpointer to continue to use for residential purposes a house and property owned by the COUNTY and formerly owned by Millpointer in the Village of Nashotah, Wisconsin commonly referred to as N45 W33206 Wisconsin Avenue (Tax Key No. NSHV 0741.998); and

WHEREAS, the parties executed that certain First Amendment to Residential Use Agreement on or about September 7, 2018 extending the Residential Use Termination Date to April 1, 2019; and

WHEREAS, it is in the interest of both parties to further extend the Residential Use Termination Date; and

WHEREAS, the COUNTY and Millpointer therefore wish to amend the Residential Use Agreement to extend the Residential Use Termination Date.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and Millpointer agree as follows:

1. **Residential Use Termination Date.** Paragraph 3 of the Residential Use Agreement, as amended, is hereby deleted in its entirety and replaced with the following:

Millpointer shall vacate the Property and House by the Residential Use Termination Date. The Residential Use Termination Date shall be June 30, 2019 unless one of the following occurs earlier:

- a. Millpointer voluntarily vacates the Property;
- b. Millpointer is no longer able to occupy the Property due to medical incapacities;
- c. The Property is damaged exceeding the percentage contained in Paragraph 19;
- d. Millpointer fails to undertake repairs to the Property as required in Paragraph 19;
- e. The House is rendered or determined to be uninhabitable or is condemned; or
- f. This Agreement is terminated pursuant to Paragraph 20.

2. **Other Terms and Conditions Remain.** Except as expressly set forth in this Second Amendment, the Residential Use Agreement otherwise is unmodified and remains in full force and effect.

3. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meaning as defined in the Residential Use Agreement.

Joanne Millpointer

WAUKESHA COUNTY

Date

Date

Joanne M. Millpointer

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

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 to
10 United States issuers only; and
11

12 WHEREAS, Waukesha County believes it will be beneficial to permit the investment manager to
13 purchase Corporate / University Bonds from non-United States issuers as long as said securities
14 are denominated in United States Dollars, as it will create additional investment opportunities for
15 the County's investment portfolio; and
16

17 WHEREAS any Corporate / University Bonds of non-United States issuers that are purchased by
18 the County's investment manager will be rated in the highest or second highest rating category as
19 assigned by the nationally recognized rating agencies, will have a maturity of seven years or less
20 at the time of purchase, and said securities will be denominated in United States Dollars, in
21 accordance with Wisconsin State Statutes and the Waukesha County Investment Policy.
22

23 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA DOES
24 ORDAIN that

25 Section 7-67 (a) (9) of the Waukesha County Code be repealed and recreated to read:
26

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



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: March 4, 2019
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Appointment of Citizen Member to the Pauline Haas Public Library
Board of Trustees

I am pleased to submit to the County Board for your consideration, the appointment of Ms. Alicia Jilling to the Pauline Haas Public Library Board of Trustees. Ms. Jilling is a Village of Lannon resident and former educator, who is currently home-schooling her oldest child, age 5. Ms. Jilling and her family are very active library users. Ms. Jilling will be fulfilling the incomplete term of Ms. Vicki Braden who resigned on December 21, 2018. Her term, if appointed, will expire in July of 2020.

PF:kb

cc: Margaret Wartman
Connie Meyer



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: March 5, 2019
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Reappointment to the Waukesha County Ethics Board

I am pleased to submit to the County Board for your consideration, the reappointment of Mr. Arnold Moncada to the Ethics Board. If reappointed, Mr. Moncada's term will expire in April of 2022.

Thank you for your swift consideration.

PF:kb

cc: Margaret Wartman
Erik Weidig



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: March 5, 2019
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Reappointment of County Representative to the Wisconsin River Rail
Transit Commission

I am pleased to submit to the County Board for your consideration, the reappointment of Mr. Richard (Dick) Mace to the Wisconsin River Rail Transit Commission. Mr. Mace has served on the WRRTC faithfully for a number of years and is enthusiastic to be reappointed to the commission. Should Mr. Mace's reappointment be approved, his term will expire May of 2022.

PF:kb

cc: Margaret Wartman
Matt Honer

1 APPROVAL OF CORNEA DONOR REFERRAL AGREEMENT WITH LIONS
2 EYE BANK OF WISCONSIN TO ACT AND OBTAIN CORNEA DONOR
3 REFERRALS FROM THE MEDICAL EXAMINER'S OFFICE
4
5

6 WHEREAS, § 157.06(24m), Wis. Stats. authorizes the Medical Examiner to enter into a written,
7 general referral agreement with one or more tissue banks to which the Medical Examiner shall
8 refer decedents for potential donation of tissue; and
9

10 WHEREAS, the Medical Examiner's office requested proposals from qualified eye banks to
11 obtain and act upon County cornea donor referrals; and
12

13 WHEREAS, having considered the proposal received and the eye bank's history, services,
14 traditional referral patterns, geographic service area and tissue distribution record, the Medical
15 Examiner has determined that Lions Eye Bank of Wisconsin was the sole applicant and is
16 qualified to provide the required services; and
17

18 WHEREAS, Lions Eye Bank of Wisconsin is accredited by the Eye Bank Association of
19 America; and
20

21 WHEREAS, the Corporation Counsel has reviewed and approved the agreement with Lions Eye
22 Bank of Wisconsin pursuant to § 157.06(24m)(b)2.a., Wisconsin Statutes; and
23

24 WHEREAS, pursuant to § 157.06(24m)(b)2.b., Wisconsin Statutes, the agreement is subject to
25 review and approval of the County Board.
26

27 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
28 that the agreement with the Lions Eye Bank of Wisconsin to obtain and act upon cornea donor
29 referrals from the Medical Examiner's office is approved.
30

31 BE IT FURTHER ORDAINED that the Waukesha County Medical Examiner, or her designee,
32 is authorized to execute with Lions Eye Bank of Wisconsin the "Waukesha County Facility Use
33 AGREEMENT For Tissue or Cornea Donor Recoveries at the Waukesha County Medical
34 Examiner's Office" and any other documents to effectuate its intent.

**Waukesha County Facility Use AGREEMENT
For Tissue or Cornea Donor Recoveries at
the Waukesha County Medical Examiner's Office**

THIS AGREEMENT is made and entered into this _____ day of _____, by and between WAUKESHA COUNTY, a municipal corporation with its principal offices at 515 W. Moreland Blvd, Waukesha, WI 53188, hereinafter referred to as the "COUNTY", and _____ with offices at _____ hereinafter referred to as "PROCUREMENT AGENCY".

WHEREAS the PROCUREMENT AGENCY represents itself as being capable, experienced and qualified to undertake and personally perform those services as are required in accomplishing the fulfillment of the obligations under the terms and conditions of this AGREEMENT; and

WHEREAS the COUNTY hereby agrees to permit the PROCUREMENT AGENCY to use the Medical Examiner's facilities and perform the services hereinafter set forth, all in accordance with the terms and conditions of this AGREEMENT.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Purpose of Agreement:** The purpose of this AGREEMENT is to state the terms and conditions under which PROCUREMENT AGENCY will be allowed to use the Waukesha County Medical Examiner's Office facilities to facilitate recovery of human cadaveric tissue from cases referred by the Waukesha County Medical Examiner's Office; as well as other PROCUREMENT AGENCY Referred Cases as further defined herein.
2. **Definitions:**
 - A. "Tissue" shall mean musculoskeletal (bone, tendon, ligament), cardiovascular (heart valves, veins) and skin recovered from cadaver donors for the purposes of transplantation or research. Upon approval of the Medical Examiner. Tissue does not include "vascularized organs" as defined in Wisconsin Statute Section 157.06(2)(zm), and does not include blood unless the blood is donated for the purpose of research or education.
 - B. "Corneas" shall mean the clear front surface of the eye that lies directly in front of the iris and pupil. musculoskeletal (bone, tendon, ligament), cardiovascular (heart valves, veins) and skin recovered from cadaver donors for the purposes of transplantation or research.
 - C. "ME" shall mean the Waukesha County Medical Examiner.
 - D. "Supervisory Staff" shall mean a minimum of one staff person from the ME's Office designated by the ME that will be present during the use of the Facilities by PROCUREMENT AGENCY.
 - E. "Facilities" shall mean the Waukesha County Medical Examiner's Office morgue facilities and the storage space within the ME's office designated as such by the ME for the use of the PROCUREMENT AGENCY.
 - F. "County Referred Cases" shall mean potential tissue or cornea donor cases where the decedent is within the custody of the ME and the decedent meet PROCUREMENT AGENCY's criteria for tissue recovery. County Referred Cases exclude potential tissue donor cases that come to the ME from a hospital or other agencies that have its own AGREEMENT for tissue donor referrals with a tissue bank other than the PROCUREMENT AGENCY, unless that tissue bank is unwilling to receive the tissue donation.

- G. "PROCUREMENT AGENCY Referred Cases" shall mean tissue or cornea procurement referrals made to the PROCUREMENT AGENCY by someone other than the ME.
- H. "Additional Supervision Fee" shall be defined as ME staff brought into Facilities beyond ordinary work hours or ordinary staffing requirements for the purpose of facilitating tissue or cornea recoveries under this Agreement.

3. **Term of Agreement:** This AGREEMENT will commence April 1, 2019 and will terminate at midnight, March 31, 2024.

4. **Responsibilities of Waukesha County:**

- A. The ME shall make the Facilities available to the PROCUREMENT AGENCY upon request and at reasonable times as determined by the ME's Office for the purposes of on-site tissue or cornea recovery for all County Referred Cases and permitted PROCUREMENT AGENCY Referred Cases. Facilities shall be provided on an as-is basis. PROCUREMENT AGENCY shall coordinate the use of the Facilities with the ME's Office. PROCUREMENT AGENCY shall provide initial notice of possible donations and shall thereafter confirm the need for use of the Facilities after PROCUREMENT AGENCY has confirmed that tissue or cornea recovery will take place and knows the desired time/day the recovery process will begin.
- B. The ME's Office shall provide Supervisory Staff for PROCUREMENT AGENCY's on-site tissue or cornea recovery activities, subject to the further provisions of this Agreement.
- C. The ME shall make reasonable efforts to accommodate PROCUREMENT AGENCY's desired time/day provided that Supervisory Staff is available and other ME business permits.
- D. Subject to the approval of Waukesha County Corporation Counsel and the Waukesha County Board, the ME may refer County Referred Cases to PROCUREMENT AGENCY. The ME shall have no obligation to refer cases to PROCUREMENT AGENCY and the choice of agency for any specific County Referred Case shall be at the ME's sole discretion.
- E. The ME will not be responsible for any other services related to donor testing and screening.
- F. ME will provide PROCUREMENT AGENCY with copies of autopsy or other reports relating to potential donors when they are available at the then current per copy rate.
- G. Release of the decedent for off-site tissue or cornea recovery prior to the release of the body by the ME shall be at the sole discretion of the ME. In all cases where the ME has custody of a decedent where no evidence of an anatomical gift or of a refusal to make such a gift exists, unless there is an objection to tissue or cornea donation by a class or member of a class having priority as set forth in Wisconsin Statute Section 157.06(9), the ME may release the decedent for tissue or cornea recovery where such release will not inhibit a determination of the cause of death, provided that all the requirements of Wisconsin Statute Section 157.06(22m)(am) are satisfied. After release of the decedent by the ME, the PROCUREMENT AGENCY may perform off-site or on-site tissue or cornea recovery. ME fees, as outlined in Section 6 of this Agreement, shall only be incurred for on-site recovery.
- H. ME will make final decisions regarding the approval or rejection of particular donor cases, as well as the extent or limitations of such donations. After notifying PROCUREMENT AGENCY, ME staff, in the ME's sole discretion, may withdraw a donor or tissue or cornea sample from procurement at any time. The ME has the prior and exclusive right to any blood or tissue samples previously collected in the event there are insufficient samples available for ME testing requirements.

- I. ME's Office will provide cleaning supplies and biohazard waste containers to the PROCUREMENT AGENCY. The ME's Office will dispose of all biohazard waste material.

5. **Responsibilities of PROCUREMENT AGENCY:**

- A. Comply with all applicable laws and regulations regarding the proper recovery of human cadaveric tissue.
- B. Accept the Facilities on an "as is" basis.
- C. Provide all materials associated with tissue or cornea recovery including, but not limited to, instruments, equipment, supplies, testing solution and blood tubes for donor samples.
- D. Provide the criteria for tissue or cornea recovery to the ME whereby cadavers would not be accepted for tissue or cornea donation (age, etc.).
- E. Designate the staff person employed with the PROCUREMENT AGENCY who will act as liaison to the ME's Office.
- F. Coordinate the referral/donation process with the ME's Office and comply with ME's staff direction regarding security, operational and communication protocols.
- G. Provide 24 hours/7 day a week availability to receive tissue or cornea donor referrals and respond to those referrals in a timely manner.
- H. Confer with the family of the potential donor to determine if the cadaver meets the initial recovery criteria.
- I. Complete all required documents, including any necessary authorizations and informed consent from family of potential donors to facilitate tissue or cornea donation.
- J. Provide a copy to the ME of a form signed by an authorized family member with specific tissue or cornea removal consent or evidence of a "Record of gift" within the meaning of Wisconsin Statute Section 157.06(2)(t). It is expressly understood that no procedures will be performed until such time as the ME has obtained all the necessary records/consent forms and has authorized pre-autopsy removal or has released the decedent.
- K. Obtain medical records that are not available from the ME's office.
- L. Maintain appropriate custody of biological specimens and the chain of custody documentation for such specimens.
- M. Coordinate with ME's staff to ensure blood samples are available for testing.
- N. Perform all necessary screening and testing required, including obtaining blood samples, to determine if cadaver meets recovery criteria.
- O. Provide all necessary equipment, supplies (including protective equipment but excluding cleaning supplies) and personnel needed to provide services. Provide only qualified, trained personnel for tissue or cornea recovery.
- P. Maintain the cleanliness of the Facilities and its contents in accordance with all office standards after services are complete.
- Q. PROCUREMENT AGENCY will package and/or box all biohazard waste materials in the containers provided by the ME's Office.

- R. PROCUREMENT AGENCY assumes full liability for its employees, including any injuries received related to the recovery of tissue or cornea.
- S. PROCUREMENT AGENCY assumes full liability for the recovery, handling or transplant of recovered tissue or cornea.
- T. The PROCUREMENT AGENCY shall maintain the confidentiality of any information it obtains or has access to from the COUNTY in accordance with all applicable laws and shall honor all policies and procedures for safeguarding the confidentiality of such information. The PROCUREMENT AGENCY shall not disclose any confidential business information of the COUNTY without the prior written consent of the COUNTY. PROCUREMENT AGENCY acknowledges that any unauthorized disclosure of such information may result in either civil and/or criminal proceedings.
- U. PROCUREMENT AGENCY recognizes that it is functioning in a medical-legal environment and respects the security of the facility.
- V. PROCUREMENT AGENCY will keep the morgue door closed out of respect to COUNTY employees who do not wish to be exposed to the details of the recovery process.
- W. PROCUREMENT AGENCY agrees to promptly notify the ME's staff members to schedule recoveries and confirm whether or not additional Supervisory Staff is required. ME shall have sole discretion on the availability of Facilities or staff for any recovery.
- X. For tissue recovery, PROCUREMENT AGENCY shall be accredited by the American Association of Tissue Banks or be audited at least once every 2 years by an organization that is accredited by the American Association of Tissue Banks.
- Y. For cornea recovery, PROCUREMENT AGENCY shall be accredited by the Eye Bank association of America or be audited at least once every 2 years by an organization that is accredited by the Eye Bank Association of America or comparable entity.

6. **Fee and Payment Schedule:** The fee for each use of the ME facility shall be in the amount established by the Waukesha County Board and amended at their sole discretion (For 2019: Tissue- \$1,781.00 per recovery, Cornea- \$209.00 per recovery). COUNTY will submit an invoice to PROCUREMENT AGENCY and PROCUREMENT AGENCY will provide payment on a monthly basis. Quarterly payments will be due no later than 20 days after receipt of invoice.

Additional Fees: The Additional Supervision fee shall be in the amount established and approved by the Waukesha County Board and amended at their discretion (For 2019: Tissue- \$236.00, Cornea- \$58.00 per recovery). Additional Supervision fees shall be invoiced and paid monthly as outlined above.

7. **Insurance Requirements:** The PROCUREMENT AGENCY will, at all times during the term of this AGREEMENT, keep in force and effect insurance policies required by the AGREEMENT as noted below. Insurance certificates must be issued by a company or companies authorized to do business in the State of Wisconsin and that are satisfactory to the COUNTY. Such insurance shall be primary. The PROCUREMENT AGENCY shall furnish the COUNTY with a Certificate of Insurance issued and upon request, certified copies of the required insurance policies. The Certificate shall reference the AGREEMENT and provide for thirty (30) days advance notice of cancellation or non-renewal during the term of the AGREEMENT.

- A. **Workers Compensation and Employers' Liability Insurance:** Statutory workers compensation benefits and employers liability insurance with a limit of liability not less than \$100,000 each

accident. PROCUREMENT AGENCY shall require subcontractors not protected under its insurance to take out and maintain such insurance.

- B. **Commercial General Liability:** Policy shall be written to provide coverage for, but not limited to, the following: (1) Premises and Operations, (2) personal injury, (3) Blanket contractual coverage and (4) Independent Contractor's coverage.

Limits of liability not less than: \$1,000,000 General aggregate; \$1,000,000 Personal Injury; \$1,000,000 Each Occurrence. The COUNTY, its boards, commissions, agencies, officers, employees and representatives shall be named as additional insured and so stated on the Certificate of Insurance.

- C. **Automobile Liability Insurance:** Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limit of liability not less than \$500,000 combined single limit.
- D. **Workers Compensation Waiver of Subrogation:** The COUNTY shall not be liable to PROCUREMENT AGENCY or its employees for any injuries to PROCUREMENT AGENCY's employees arising out of the performance of work under this AGREEMENT. PROCUREMENT AGENCY and its workers compensation insurance carrier agree to waive any and all rights of recovery from the COUNTY for workers compensation claims made by its employees. The PROCUREMENT AGENCY agrees that the indemnification and hold harmless provisions within this AGREEMENT extend to any claims brought by or on behalf of any employee of the PROCUREMENT AGENCY.
- E. **Errors or Omissions:** Policy shall provide liability coverage for damages arising out of the negligent acts, errors, or omissions of the PROCUREMENT AGENCY and its employees in the conduct of their work. Limits of liability not less than \$1,000,000 per occurrence/claim, \$1,000,000 aggregate.

8. **Indemnification & Defense Of Suits:** The PROCUREMENT AGENCY agrees to indemnify, hold harmless, and defend the COUNTY, its officers, agents, and employees from any and all liability including claims, demands, damages, actions or causes of action; together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the PROCUREMENT AGENCY, its employees, agents or contractors.

9. **Health & Safety Regulations:** PROCUREMENT AGENCY acknowledges that its services involve medical processes, which include exposure to blood or other potentially infectious materials including, but not limited to, various bodily fluids, tissues and organs. Furthermore, the PROCUREMENT AGENCY recognizes that there are hazards associated with such processes including, but not limited to, exposure to communicable diseases and blood borne pathogens such as acquired immune deficiency syndrome (AIDS), hepatitis A, B (HBV) and C, meningitis and others, which could cause illness, injury or death. PROCUREMENT AGENCY acknowledges that implementing certain universal precautions for which it is familiar with, such as the wearing of personal protection equipment, proper hand washing, and pre or post-exposure hepatitis vaccinations, can minimize such risks. PROCUREMENT AGENCY agrees that it is solely responsible for the safety of its employees and shall comply with all state and federal regulations related to its tissue or cornea donor referral services including, but not limited to, all applicable OSHA safety regulations. The COUNTY hereby assumes no responsibility or liability therefore.

10. **Disclaimer:** The COUNTY makes no representations or assurances that the tissue or corneas recovered by PROCUREMENT AGENCY are suitable for transplantation or other uses by PROCUREMENT AGENCY.

11. **Exclusion of Damages:** The COUNTY shall not be liable to PROCUREMENT AGENCY or any other person or entity for any damages related to tissue or cornea recovery, handling or transplant, whether caused by the negligence of the COUNTY or otherwise, even if PROCUREMENT AGENCY

has advised of the possibility of such damages. PROCUREMENT AGENCY agrees to assume all responsibility therefore. The PROCUREMENT AGENCY agrees that the indemnification and hold harmless provisions within this AGREEMENT extend to any claims brought by PROCUREMENT AGENCY, its employees or any third party, whether in contract, tort, or otherwise.

12. Records: Records shall be maintained with respect to all matters covered by this AGREEMENT. Such records shall be maintained for a period of three (3) years after receipt of final payment under this AGREEMENT, except as otherwise authorized or required by law.

13. Audits & Inspections: In the event that the COUNTY deems it necessary to conduct an audit or inspection, PROCUREMENT AGENCY shall, during normal business hours, furnish or make available at a time designated by the COUNTY and in the form required by the COUNTY, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in PROCUREMENT AGENCY's custody or control.

PROCUREMENT AGENCY shall provide COUNTY inspectors or auditor's access to all property, equipment and facilities in PROCUREMENT AGENCY's custody or control. PROCUREMENT AGENCY shall be expected to provide, at PROCUREMENT AGENCY's expense, reasonable time by PROCUREMENT AGENCY's personnel as may be required for COUNTY inspectors or auditors to perform the inspection or audit.

Any information provided to the auditors, which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public.

14. Applicable Law: Any lawsuits related to or arising out of disputes under this AGREEMENT shall be commenced and tried in the Circuit Court of Waukesha County, Wisconsin and the COUNTY and PROCUREMENT AGENCY shall submit to the jurisdiction of the Circuit Court for such lawsuits.

15. Termination Of AGREEMENT For Cause: If through any cause the PROCUREMENT AGENCY shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if the PROCUREMENT AGENCY shall violate the covenants, agreements or stipulations of this AGREEMENT, the COUNTY shall have the right to terminate this AGREEMENT by giving written notice to the PROCUREMENT AGENCY of such termination delivered pursuant to Section 23 and specifying the effective date thereof, at least five days before the effective date of such termination.

Notwithstanding the above, the PROCUREMENT AGENCY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the AGREEMENT by the PROCUREMENT AGENCY.

16. Termination: The COUNTY may terminate this AGREEMENT at any time for any reason by giving at least (30) thirty-day notice in writing to the PROCUREMENT AGENCY.

17. Changes: The COUNTY may, from time to time, request changes in the scope of services of the PROCUREMENT AGENCY to be performed hereunder. Such changes, including any increase or decrease in the amount of the PROCUREMENT AGENCY's compensation (if any) which are mutually agreed upon by and between the COUNTY and the PROCUREMENT AGENCY, shall be incorporated in written amendments to the AGREEMENT.

18. Waiver: One or more waivers by any party of any term of the AGREEMENT will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

19. Personnel:

- A. The PROCUREMENT AGENCY represents that it has or will secure, at its own expense, all personnel required in performing the services under this AGREEMENT. Such personnel shall not be employees of or have contractual relationship with the COUNTY.
- B. All of the services required hereunder will be performed by the PROCUREMENT AGENCY or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

20. Assignment: The PROCUREMENT AGENCY shall not assign any interest in this AGREEMENT and shall not transfer any interest in same (whether by assignment, novation or any other matter manner), without the prior written consent of the COUNTY. Provided, however, that claims for money due or to become due the PROCUREMENT AGENCY from the COUNTY under this AGREEMENT may be assigned to a bank, trust company or other financial institute without such approval. Notices of any such assignment or transfer shall be furnished promptly to the COUNTY.

21. Conflict of Interest:

- A. **Interest in AGREEMENT.** No officer, employee or agent of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this AGREEMENT pertains shall have any personal interest, direct or indirect, in this AGREEMENT.
- B. **Interest of Other Local Public Officials.** No member of the governing body of the locality, who exercises any functions of responsibilities in the review or approval of the carrying out of this AGREEMENT, shall have any personal interest, direct or indirect, in this AGREEMENT.
- C. **Interest of PROCUREMENT AGENCY and Employees** - If PROCUREMENT AGENCY is aware or becomes aware that any person described in Sections 21, A. and B. has any personal financial interest, direct or indirect, in this AGREEMENT; PROCUREMENT AGENCY shall immediately disclose such knowledge to the COUNTY. The PROCUREMENT AGENCY further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The PROCUREMENT AGENCY further covenants that in the performance of this AGREEMENT no person having any conflicting interest shall be employed.

22. Discrimination Prohibited: PROCUREMENT AGENCY shall not discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state, or use or nonuse of lawful products off the employer's premises during nonworking hours. PROCUREMENT AGENCY may refuse to employ individuals based on conviction and arrest records only as allowed by sec. 111.335, Wis. Stats.

23. **Notices:** Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested", addressed to the PROCUREMENT AGENCY at:

and to the COUNTY at:

Waukesha County Risk/Purchasing Division
Attention: Cindy Greco, Principal Buyer
515 W. Moreland Blvd., Room AC310
Waukesha, WI 53188

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee.

IN WITNESS WHEREOF, THE PROCUREMENT AGENCY and THE COUNTY have caused this AGREEMENT to be executed for and on their respective behalf and of the dates hereinafter set forth.

WAUKESHA COUNTY MANAGER OF RISK/PURCHASING	PROCUREMENT AGENCY (To be signed by the pers authorized to legally bind your firm to this AGREEMEN
_____	Firm: _____
Laura Stauffer, CPCU, ARM	Address: _____
Date: _____	City/State: _____
	Zip Code: _____
	BY: _____ (Manual Signature Required)
Distribution:	PRINTED NAME: _____
Original – Risk/Purchasing	TITLE: _____
Copy 1 – PROCUREMENT AGENCY	DATE: _____
Copy 2 – Department	
	WITNESS: _____ (Manual Signature Required)
	Date: _____

1 AUTHORIZE THE ISSUANCE OF NOT TO EXCEED \$17,500,000 GENERAL
2 OBLIGATION PROMISSORY NOTES FOR CAPITAL PROJECTS
3
4

5 WHEREAS, Waukesha County, Wisconsin (the "County") is in need of an amount not to exceed
6 \$17,500,000 for the public purpose of paying the cost of capital projects included in the County's
7 2019 Capital Projects Expenditure Plan consisting of justice and law enforcement projects;
8 public works projects; and parks, environment and education projects; and
9

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

13 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
14 that the County may borrow an amount not to exceed \$17,500,000 by issuing general obligation
15 promissory notes for the public purpose of paying the cost of capital projects included in the
16 County's 2019 Capital Projects Expenditure Plan consisting of justice and law enforcement
17 projects; public works projects; and parks, environment and education projects.
18

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

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

1 APPROVE COMPROMISE SETTLEMENT FOR WORKER'S COMPENSATION
2 CASE ENTITLED MICHELE COOPER VS. COUNTY OF WAUKESHA
3
4

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

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

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

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

20 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
21 that the settlement agreement on file with the Corporation Counsel and previously shared with
22 the Board entitled Compromise Agreement in the Worker's Compensation case entitled Michele
23 Cooper vs. County of Waukesha is hereby approved.

AMEND THE 2019 BUDGET OF THE COMMUNITY DEVELOPMENT PROGRAM FOR
ADDITIONAL HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM
INCOME FUNDS AND COMMUNITY DEVELOPMENT BLOCK
GRANT (CDBG) PROGRAM INCOME FUNDS

1 WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has qualified
2 Waukesha County as an entitlement Urban County and, along with participating counties and
3 municipalities, is eligible to receive federal funding to provide benefits primarily to low and
4 moderate income households as well as to meet specific community needs through the
5 Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME)
6 programs; and

7
8 WHEREAS, Waukesha County, as the grantee, has been authorized by the Waukesha County
9 Board of Supervisors to participate and accept funding; and

10
11 WHEREAS, the Parks and Land Use Department annual adopted budget includes estimated
12 revolving loan funding amounts for CDBG; program income funding amounts for CDBG; and
13 program income funding amounts for the HOME program; and

14
15 WHEREAS, the final program income amounts received sometimes are more than the amounts
16 estimated in the budget; and

17
18 WHEREAS, Waukesha County should accept actual program income and revolving loan fund
19 amounts to appropriate the expenditure authority; and

20
21 WHEREAS, for the HOME Program, the additional program income funds received over the
22 budgeted amounts from 2014 to 2018 was \$746,322; and

23
24 WHEREAS, for the CDBG Program, the additional program income funds received in 2017 and
25 2018 over the budgeted amounts was \$489,750; and

26
27 WHEREAS, for the CDBG Revolving Loan Fund, the additional funds received in 2015, 2016
28 and 2018 over the budgeted amounts was \$378,500; and

29
30 WHEREAS, the prior year County Board approved Carry Over ordinances appropriated portions
31 of these program funds of \$385,630 identified in reconciling to the Federal Housing Urban
32 Development available balances resulting in remaining program revenue of \$1,228,942, and

33
34 WHEREAS, subgrantees, participating counties and municipalities will enter into subgrantee
35 agreements with Waukesha County to use HUD funds mainly designated to benefit low and
36 moderate income (at-risk) persons and specific needs of participating jurisdictions.

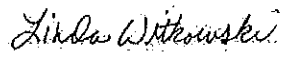
37
38 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
39 that the 2019 Community Development program budget be modified by appropriating additional
40 operating expenditures OF \$1,228,942 for grants of \$688,553 for the HOME program and
41 \$540,389 for the CDBG program and increasing revenues by the same amount, and
42

43
44 BE IT FURTHER ORDAINED that the Community Development program be authorized to
45 execute agreements or appropriate amendments to existing subgrantee agreements which are
46 deemed reasonable and appropriate by the County Executive and the Community Development
47 Block Grant Board and the HOME Consortium Board.

FISCAL NOTE

AMEND THE 2019 BUDGET OF THE COMMUNITY DEVELOPMENT PROGRAM FOR
ADDITIONAL HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM INCOME
FUNDS AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
INCOME FUNDS

This ordinance modifies the 2019 budget for Parks and Land Use Department – Community Development Fund to appropriate additional operating expenditures of \$1,228,942 including \$688,553 for the HOME program and \$540,389 for the CDBG program. The additional budget expenditures is offset with the related program income resulting in no tax levy impact.



Linda Witkowski
Budget Manager
3/5/2019

CD - BAJ# 2019-00002259

1 APPROVAL OF AGREEMENT WITH AMERICAN TISSUE SERVICES
2 FOUNDATION TO OBTAIN AND ACT UPON TISSUE DONOR
3 REFERRALS FROM THE MEDICAL EXAMINER'S OFFICE
4
5

6 WHEREAS, § 157.06(24m), Wisconsin Statutes authorizes the Medical Examiner to enter into a
7 written, general referral agreement with one or more tissue banks to which the Medical Examiner
8 shall refer decedents for potential donation of tissue; and
9

10 WHEREAS, the Medical Examiner's office requested proposals from qualified tissue banks to
11 obtain and act upon County tissue donor referrals; and
12

13 WHEREAS, having considered the proposals received and each tissue bank's history, services,
14 traditional referral patterns, geographic service area and tissue distribution record, the Medical
15 Examiner has determined that American Tissue Services Foundation was the best qualified
16 applicant; and
17

18 WHEREAS, American Tissue Services Foundation is accredited by the American Association of
19 Tissue Banks or audited at least once every two (2) years by an organization that is accredited by
20 the American Association of Tissue Banks; and
21

22 WHEREAS, the Corporation Counsel has reviewed and approved the agreement with American
23 Tissue Services Foundation pursuant to § 157.06(24m)(b)2.a., Wisconsin Statutes; and
24

25 WHEREAS, pursuant to § 157.06(24m)(b)2.b., Wisconsin Statutes, the agreement is subject to
26 review and approval of the County Board.
27

28 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
29 that the agreement with American Tissue Services Foundation to obtain and act upon tissue
30 donor referrals from the Medical Examiner's office is approved.
31

32 BE IT FURTHER ORDAINED that the Waukesha County Medical Examiner, or her designee,
33 is authorized to execute with American Tissue Services Foundation the "Waukesha County
34 Facility Use AGREEMENT For Tissue or Cornea Donor Recoveries at the Waukesha County
35 Medical Examiner's Office" and any other documents to effectuate its intent.

**Waukesha County Facility Use AGREEMENT
For Tissue or Cornea Donor Recoveries at
the Waukesha County Medical Examiner's Office**

THIS AGREEMENT is made and entered into this _____ day of _____, by and between WAUKESHA COUNTY, a municipal corporation with its principal offices at 515 W. Moreland Blvd, Waukesha, WI 53188, hereinafter referred to as the "COUNTY", and _____ with offices at _____ hereinafter referred to as "PROCUREMENT AGENCY".

WHEREAS the PROCUREMENT AGENCY represents itself as being capable, experienced and qualified to undertake and personally perform those services as are required in accomplishing the fulfillment of the obligations under the terms and conditions of this AGREEMENT; and

WHEREAS the COUNTY hereby agrees to permit the PROCUREMENT AGENCY to use the Medical Examiner's facilities and perform the services hereinafter set forth, all in accordance with the terms and conditions of this AGREEMENT.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Purpose of Agreement:** The purpose of this AGREEMENT is to state the terms and conditions under which PROCUREMENT AGENCY will be allowed to use the Waukesha County Medical Examiner's Office facilities to facilitate recovery of human cadaveric tissue from cases referred by the Waukesha County Medical Examiner's Office; as well as other PROCUREMENT AGENCY Referred Cases as further defined herein.

2. **Definitions:**

- A. "Tissue" shall mean musculoskeletal (bone, tendon, ligament), cardiovascular (heart valves, veins) and skin recovered from cadaver donors for the purposes of transplantation or research. Upon approval of the Medical Examiner. Tissue does not include "vascularized organs" as defined in Wisconsin Statute Section 157.06(2)(zm), and does not include blood unless the blood is donated for the purpose of research or education.
- B. "Corneas" shall mean the clear front surface of the eye that lies directly in front of the iris and pupil. musculoskeletal (bone, tendon, ligament), cardiovascular (heart valves, veins) and skin recovered from cadaver donors for the purposes of transplantation or research.
- C. "ME" shall mean the Waukesha County Medical Examiner.
- D. "Supervisory Staff" shall mean a minimum of one staff person from the ME's Office designated by the ME that will be present during the use of the Facilities by PROCUREMENT AGENCY.
- E. "Facilities" shall mean the Waukesha County Medical Examiner's Office morgue facilities and the storage space within the ME's office designated as such by the ME for the use of the PROCUREMENT AGENCY.
- F. "County Referred Cases" shall mean potential tissue or cornea donor cases where the decedent is within the custody of the ME and the decedent meet PROCUREMENT AGENCY's criteria for tissue recovery. County Referred Cases exclude potential tissue donor cases that come to the ME from a hospital or other agencies that have its own AGREEMENT for tissue donor referrals with a tissue bank other than the PROCUREMENT AGENCY, unless that tissue bank is unwilling to receive the tissue donation.

- G. "PROCUREMENT AGENCY Referred Cases" shall mean tissue or cornea procurement referrals made to the PROCUREMENT AGENCY by someone other than the ME.
- H. "Additional Supervision Fee" shall be defined as ME staff brought into Facilities beyond ordinary work hours or ordinary staffing requirements for the purpose of facilitating tissue or cornea recoveries under this Agreement.
3. **Term of Agreement:** This AGREEMENT will commence April 1, 2019 and will terminate at midnight, March 31, 2024.
4. **Responsibilities of Waukesha County:**
- A. The ME shall make the Facilities available to the PROCUREMENT AGENCY upon request and at reasonable times as determined by the ME's Office for the purposes of on-site tissue or cornea recovery for all County Referred Cases and permitted PROCUREMENT AGENCY Referred Cases. Facilities shall be provided on an as-is basis. PROCUREMENT AGENCY shall coordinate the use of the Facilities with the ME's Office. PROCUREMENT AGENCY shall provide initial notice of possible donations and shall thereafter confirm the need for use of the Facilities after PROCUREMENT AGENCY has confirmed that tissue or cornea recovery will take place and knows the desired time/day the recovery process will begin.
- B. The ME's Office shall provide Supervisory Staff for PROCUREMENT AGENCY's on-site tissue or cornea recovery activities, subject to the further provisions of this Agreement.
- C. The ME shall make reasonable efforts to accommodate PROCUREMENT AGENCY's desired time/day provided that Supervisory Staff is available and other ME business permits.
- D. Subject to the approval of Waukesha County Corporation Counsel and the Waukesha County Board, the ME may refer County Referred Cases to PROCUREMENT AGENCY. The ME shall have no obligation to refer cases to PROCUREMENT AGENCY and the choice of agency for any specific County Referred Case shall be at the ME's sole discretion.
- E. The ME will not be responsible for any other services related to donor testing and screening.
- F. ME will provide PROCUREMENT AGENCY with copies of autopsy or other reports relating to potential donors when they are available at the then current per copy rate.
- G. Release of the decedent for off-site tissue or cornea recovery prior to the release of the body by the ME shall be at the sole discretion of the ME. In all cases where the ME has custody of a decedent where no evidence of an anatomical gift or of a refusal to make such a gift exists, unless there is an objection to tissue or cornea donation by a class or member of a class having priority as set forth in Wisconsin Statute Section 157.06(9), the ME may release the decedent for tissue or cornea recovery where such release will not inhibit a determination of the cause of death, provided that all the requirements of Wisconsin Statute Section 157.06(22m)(am) are satisfied. After release of the decedent by the ME, the PROCUREMENT AGENCY may perform off-site or on-site tissue or cornea recovery. ME fees, as outlined in Section 6 of this Agreement, shall only be incurred for on-site recovery.
- H. ME will make final decisions regarding the approval or rejection of particular donor cases, as well as the extent or limitations of such donations. After notifying PROCUREMENT AGENCY, ME staff, in the ME's sole discretion, may withdraw a donor or tissue or cornea sample from procurement at any time. The ME has the prior and exclusive right to any blood or tissue samples previously collected in the event there are insufficient samples available for ME testing requirements.

- I. ME's Office will provide cleaning supplies and biohazard waste containers to the PROCUREMENT AGENCY. The ME's Office will dispose of all biohazard waste material.

5. **Responsibilities of PROCUREMENT AGENCY:**

- A. Comply with all applicable laws and regulations regarding the proper recovery of human cadaveric tissue.
- B. Accept the Facilities on an "as is" basis.
- C. Provide all materials associated with tissue or cornea recovery including, but not limited to, instruments, equipment, supplies, testing solution and blood tubes for donor samples.
- D. Provide the criteria for tissue or cornea recovery to the ME whereby cadavers would not be accepted for tissue or cornea donation (age, etc.).
- E. Designate the staff person employed with the PROCUREMENT AGENCY who will act as liaison to the ME's Office.
- F. Coordinate the referral/donation process with the ME's Office and comply with ME's staff direction regarding security, operational and communication protocols.
- G. Provide 24 hours/7 day a week availability to receive tissue or cornea donor referrals and respond to those referrals in a timely manner.
- H. Confer with the family of the potential donor to determine if the cadaver meets the initial recovery criteria.
- I. Complete all required documents, including any necessary authorizations and informed consent from family of potential donors to facilitate tissue or cornea donation.
- J. Provide a copy to the ME of a form signed by an authorized family member with specific tissue or cornea removal consent or evidence of a "Record of gift" within the meaning of Wisconsin Statute Section 157.06(2)(t). It is expressly understood that no procedures will be performed until such time as the ME has obtained all the necessary records/consent forms and has authorized pre-autopsy removal or has released the decedent.
- K. Obtain medical records that are not available from the ME's office.
- L. Maintain appropriate custody of biological specimens and the chain of custody documentation for such specimens.
- M. Coordinate with ME's staff to ensure blood samples are available for testing.
- N. Perform all necessary screening and testing required, including obtaining blood samples, to determine if cadaver meets recovery criteria.
- O. Provide all necessary equipment, supplies (including protective equipment but excluding cleaning supplies) and personnel needed to provide services. Provide only qualified, trained personnel for tissue or cornea recovery.
- P. Maintain the cleanliness of the Facilities and its contents in accordance with all office standards after services are complete.
- Q. PROCUREMENT AGENCY will package and/or box all biohazard waste materials in the containers provided by the ME's Office.

- R. PROCUREMENT AGENCY assumes full liability for its employees, including any injuries received related to the recovery of tissue or cornea.
- S. PROCUREMENT AGENCY assumes full liability for the recovery, handling or transplant of recovered tissue or cornea.
- T. The PROCUREMENT AGENCY shall maintain the confidentiality of any information it obtains or has access to from the COUNTY in accordance with all applicable laws and shall honor all policies and procedures for safeguarding the confidentiality of such information. The PROCUREMENT AGENCY shall not disclose any confidential business information of the COUNTY without the prior written consent of the COUNTY. PROCUREMENT AGENCY acknowledges that any unauthorized disclosure of such information may result in either civil and/or criminal proceedings.
- U. PROCUREMENT AGENCY recognizes that it is functioning in a medical-legal environment and respects the security of the facility.
- V. PROCUREMENT AGENCY will keep the morgue door closed out of respect to COUNTY employees who do not wish to be exposed to the details of the recovery process.
- W. PROCUREMENT AGENCY agrees to promptly notify the ME's staff members to schedule recoveries and confirm whether or not additional Supervisory Staff is required. ME shall have sole discretion on the availability of Facilities or staff for any recovery.
- X. For tissue recovery, PROCUREMENT AGENCY shall be accredited by the American Association of Tissue Banks or be audited at least once every 2 years by an organization that is accredited by the American Association of Tissue Banks.
- Y. For cornea recovery, PROCUREMENT AGENCY shall be accredited by the Eye Bank association of America or be audited at least once every 2 years by an organization that is accredited by the Eye Bank Association of America or comparable entity.

6. **Fee and Payment Schedule:** The fee for each use of the ME facility shall be in the amount established by the Waukesha County Board and amended at their sole discretion (For 2019: Tissue- \$1,781.00 per recovery, Cornea- \$209.00 per recovery). COUNTY will submit an invoice to PROCUREMENT AGENCY and PROCUREMENT AGENCY will provide payment on a monthly basis. Quarterly payments will be due no later than 20 days after receipt of invoice.

Additional Fees: The Additional Supervision fee shall be in the amount established and approved by the Waukesha County Board and amended at their discretion (For 2019: Tissue- \$236.00, Cornea- \$58.00 per recovery). Additional Supervision fees shall be invoiced and paid monthly as outlined above.

7. **Insurance Requirements:** The PROCUREMENT AGENCY will, at all times during the term of this AGREEMENT, keep in force and effect insurance policies required by the AGREEMENT as noted below. Insurance certificates must be issued by a company or companies authorized to do business in the State of Wisconsin and that are satisfactory to the COUNTY. Such insurance shall be primary. The PROCUREMENT AGENCY shall furnish the COUNTY with a Certificate of Insurance issued and upon request, certified copies of the required insurance policies. The Certificate shall reference the AGREEMENT and provide for thirty (30) days advance notice of cancellation or non-renewal during the term of the AGREEMENT.

- A. **Workers Compensation and Employers' Liability Insurance:** Statutory workers compensation benefits and employers liability insurance with a limit of liability not less than \$100,000 each

accident. PROCUREMENT AGENCY shall require subcontractors not protected under its insurance to take out and maintain such insurance.

- B. Commercial General Liability: Policy shall be written to provide coverage for, but not limited to, the following: (1) Premises and Operations, (2) personal injury, (3) Blanket contractual coverage and (4) Independent Contractor's coverage.

Limits of liability not less than: \$1,000,000 General aggregate; \$1,000,000 Personal Injury; \$1,000,000 Each Occurrence. The COUNTY, its boards, commissions, agencies, officers, employees and representatives shall be named as additional insured and so stated on the Certificate of Insurance.

- C. Automobile Liability Insurance: Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limit of liability not less than \$500,000 combined single limit.

- D. Workers Compensation Waiver of Subrogation: The COUNTY shall not be liable to PROCUREMENT AGENCY or its employees for any injuries to PROCUREMENT AGENCY's employees arising out of the performance of work under this AGREEMENT. PROCUREMENT AGENCY and its workers compensation insurance carrier agree to waive any and all rights of recovery from the COUNTY for workers compensation claims made by its employees. The PROCUREMENT AGENCY agrees that the indemnification and hold harmless provisions within this AGREEMENT extend to any claims brought by or on behalf of any employee of the PROCUREMENT AGENCY.

- E. Errors or Omissions: Policy shall provide liability coverage for damages arising out of the negligent acts, errors, or omissions of the PROCUREMENT AGENCY and its employees in the conduct of their work. Limits of liability not less than \$1,000,000 per occurrence/claim, \$1,000,000 aggregate.

8. Indemnification & Defense Of Suits: The PROCUREMENT AGENCY agrees to indemnify, hold harmless, and defend the COUNTY, its officers, agents, and employees from any and all liability including claims, demands, damages, actions or causes of action; together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the PROCUREMENT AGENCY, its employees, agents or contractors.

9. Health & Safety Regulations: PROCUREMENT AGENCY acknowledges that its services involve medical processes, which include exposure to blood or other potentially infectious materials including, but not limited to, various bodily fluids, tissues and organs. Furthermore, the PROCUREMENT AGENCY recognizes that there are hazards associated with such processes including, but not limited to, exposure to communicable diseases and blood borne pathogens such as acquired immune deficiency syndrome (AIDS), hepatitis A, B (HBV) and C, meningitis and others, which could cause illness, injury or death. PROCUREMENT AGENCY acknowledges that implementing certain universal precautions for which it is familiar with, such as the wearing of personal protection equipment, proper hand washing, and pre or post-exposure hepatitis vaccinations, can minimize such risks. PROCUREMENT AGENCY agrees that it is solely responsible for the safety of its employees and shall comply with all state and federal regulations related to its tissue or cornea donor referral services including, but not limited to, all applicable OSHA safety regulations. The COUNTY hereby assumes no responsibility or liability therefore.

10. Disclaimer: The COUNTY makes no representations or assurances that the tissue or corneas recovered by PROCUREMENT AGENCY are suitable for transplantation or other uses by PROCUREMENT AGENCY.

11. Exclusion of Damages: The COUNTY shall not be liable to PROCUREMENT AGENCY or any other person or entity for any damages related to tissue or cornea recovery, handling or transplant, whether caused by the negligence of the COUNTY or otherwise, even if PROCUREMENT AGENCY

has advised of the possibility of such damages. PROCUREMENT AGENCY agrees to assume all responsibility therefore. The PROCUREMENT AGENCY agrees that the indemnification and hold harmless provisions within this AGREEMENT extend to any claims brought by PROCUREMENT AGENCY, its employees or any third party, whether in contract, tort, or otherwise.

12. Records: Records shall be maintained with respect to all matters covered by this AGREEMENT. Such records shall be maintained for a period of three (3) years after receipt of final payment under this AGREEMENT, except as otherwise authorized or required by law.

13. Audits & Inspections: In the event that the COUNTY deems it necessary to conduct an audit or inspection, PROCUREMENT AGENCY shall, during normal business hours, furnish or make available at a time designated by the COUNTY and in the form required by the COUNTY, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in PROCUREMENT AGENCY's custody or control.

PROCUREMENT AGENCY shall provide COUNTY inspectors or auditor's access to all property, equipment and facilities in PROCUREMENT AGENCY's custody or control. PROCUREMENT AGENCY shall be expected to provide, at PROCUREMENT AGENCY's expense, reasonable time by PROCUREMENT AGENCY's personnel as may be required for COUNTY inspectors or auditors to perform the inspection or audit.

Any information provided to the auditors, which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public.

14. Applicable Law: Any lawsuits related to or arising out of disputes under this AGREEMENT shall be commenced and tried in the Circuit Court of Waukesha County, Wisconsin and the COUNTY and PROCUREMENT AGENCY shall submit to the jurisdiction of the Circuit Court for such lawsuits.

15. Termination Of AGREEMENT For Cause: If through any cause the PROCUREMENT AGENCY shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if the PROCUREMENT AGENCY shall violate the covenants, agreements or stipulations of this AGREEMENT, the COUNTY shall have the right to terminate this AGREEMENT by giving written notice to the PROCUREMENT AGENCY of such termination delivered pursuant to Section 23 and specifying the effective date thereof, at least five days before the effective date of such termination.

Notwithstanding the above, the PROCUREMENT AGENCY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the AGREEMENT by the PROCUREMENT AGENCY.

16. Termination: The COUNTY may terminate this AGREEMENT at any time for any reason by giving at least (30) thirty-day notice in writing to the PROCUREMENT AGENCY.

17. Changes: The COUNTY may, from time to time, request changes in the scope of services of the PROCUREMENT AGENCY to be performed hereunder. Such changes, including any increase or decrease in the amount of the PROCUREMENT AGENCY's compensation (if any) which are mutually agreed upon by and between the COUNTY and the PROCUREMENT AGENCY, shall be incorporated in written amendments to the AGREEMENT.

18. Waiver: One or more waivers by any party of any term of the AGREEMENT will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

19. Personnel:

- A. The PROCUREMENT AGENCY represents that it has or will secure, at its own expense, all personnel required in performing the services under this AGREEMENT. Such personnel shall not be employees of or have contractual relationship with the COUNTY.
- B. All of the services required hereunder will be performed by the PROCUREMENT AGENCY or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

20. Assignment: The PROCUREMENT AGENCY shall not assign any interest in this AGREEMENT and shall not transfer any interest in same (whether by assignment, novation or any other matter manner), without the prior written consent of the COUNTY. Provided, however, that claims for money due or to become due the PROCUREMENT AGENCY from the COUNTY under this AGREEMENT may be assigned to a bank, trust company or other financial institute without such approval. Notices of any such assignment or transfer shall be furnished promptly to the COUNTY.

21. Conflict of Interest:

- A. **Interest in AGREEMENT.** No officer, employee or agent of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this AGREEMENT pertains shall have any personal interest, direct or indirect, in this AGREEMENT.
- B. **Interest of Other Local Public Officials.** No member of the governing body of the locality, who exercises any functions of responsibilities in the review or approval of the carrying out of this AGREEMENT, shall have any personal interest, direct or indirect, in this AGREEMENT.
- C. **Interest of PROCUREMENT AGENCY and Employees** - If PROCUREMENT AGENCY is aware or becomes aware that any person described in Sections 21, A. and B. has any personal financial interest, direct or indirect, in this AGREEMENT; PROCUREMENT AGENCY shall immediately disclose such knowledge to the COUNTY. The PROCUREMENT AGENCY further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The PROCUREMENT AGENCY further covenants that in the performance of this AGREEMENT no person having any conflicting interest shall be employed.

22. Discrimination Prohibited: PROCUREMENT AGENCY shall not discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state, or use or nonuse of lawful products off the employer's premises during nonworking hours. PROCUREMENT AGENCY may refuse to employ individuals based on conviction and arrest records only as allowed by sec. 111.335, Wis. Stats.

23. **Notices:** Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested", addressed to the PROCUREMENT AGENCY at:

and to the COUNTY at:

Waukesha County Risk/Purchasing Division
Attention: Cindy Greco, Principal Buyer
515 W. Moreland Blvd., Room AC310
Waukesha, WI 53188

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee.

IN WITNESS WHEREOF, THE PROCUREMENT AGENCY and THE COUNTY have caused this AGREEMENT to be executed for and on their respective behalf and of the dates hereinafter set forth.

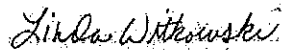
WAUKESHA COUNTY MANAGER OF RISK/PURCHASING	PROCUREMENT AGENCY (To be signed by the pers authorized to legally bind your firm to this AGREEMEN
_____ Laura Stauffer, CPCU, ARM	Firm: _____
Date: _____	Address: _____
Distribution: Original – Risk/Purchasing Copy 1 – PROCUREMENT AGENCY Copy 2 – Department	City/State: _____
	Zip Code: _____
	BY: _____ (Manual Signature Required)
	PRINTED NAME: _____
	TITLE: _____
	DATE: _____
	WITNESS: _____ (Manual Signature Required)
	Date: _____

FISCAL NOTE

APPROVAL OF AGREEMENT WITH AMERICAN TISSUE SERVICES FOUNDATION TO
OBTAIN AND ACT UPON TISSUE DONOR REFERRALS FROM THE MEDICAL
EXAMINER'S OFFICE

This ordinance authorizes an agreement between Waukesha County and American Tissue Services Foundation to be the primary agency contacted by the Waukesha County Medical Examiner's Office to perform tissue recoveries in the Medical Examiner's facilities. Fees for use of the facilities are reviewed and adjusted as part of the annual budget process. The terms of this agreement are set for five years beginning on April 1, 2019.

The 2019 Adopted Medical Examiner budget includes tissue contract related revenue budgeted at \$140,655, assuming 75 tissue recoveries and some corresponding after-hours staffing charges, conservatively budgeted below the 2016-2018 three-year average of 80 recoveries.



Linda Witkowski
Budget Manager
3/6/2019

1 ACCEPT STATE OF WISCONSIN SIMCOM EXERCISE PROGRAM FUNDING AND
2 MODIFY THE EMERGENCY PREPAREDNESS 2019 BUDGET TO APPROPRIATE
3 GRANT REVENUES AND EXPENDITURES FOR EMERGENCY RESPONDER TRAINING
4
5

6 WHEREAS, the Emergency Management Division of the Waukesha County Emergency
7 Preparedness Department is the coordinator of disaster incident preparation and response in
8 Waukesha County; and
9

10 WHEREAS, developing and executing an emergency response exercise is a necessary and
11 integral component of disaster incident preparation and response; and
12

13 WHEREAS, communications capabilities among multiple responders and agencies is
14 consistently listed as an exercise objective and an area for improvement; and
15

16 WHEREAS, Wisconsin Emergency Management has designated Waukesha County to be the
17 host of the 2019 SIMCOM (simulated communications) Exercise on May 1-3 to educate,
18 coordinate and test mobile emergency communication platform capabilities from federal, state,
19 tribal, local jurisdictions and amateur volunteers; and
20

21 WHEREAS, Wisconsin Emergency Management has awarded \$6,800 in grant funding to
22 Waukesha County to assist with funding the SIMCOM exercise.
23

24 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
25 that the Waukesha County Emergency Preparedness Department is authorized to accept \$6,800
26 in grant funding from Wisconsin Emergency Management to assist in funding the 2019
27 SIMCOM Exercise.
28

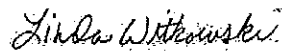
29 BE IT FURTHER ORDAINED that the Emergency Preparedness 2019 budget be modified by
30 increasing Intergovernmental Grant revenues by \$6,800, and increasing Operating expense
31 appropriations by \$6,800 to fund an emergency response exercise.

FISCAL NOTE

ACCEPT STATE OF WISCONSIN SIMCOM EXERCISE PROGRAM FUNDING AND
MODIFY THE EMERGENCY PREPAREDNESS 2019 BUDGET TO APPROPRIATE
GRANT REVENUES AND EXPENDITURES FOR EMERGENCY RESPONDER TRAINING

This ordinance authorizes the Department of Emergency Preparedness to accept a SIMCOM (simulated communications) Exercise grant from Wisconsin Emergency Management. The ordinance also appropriates \$6,800 in expenditures to purchase lunches, beverages, and snacks for approximately 400 program participants during the planned exercise on May 1-3 at the Waukesha Expo Center.

The use of grant funds results in no direct impact to the County general tax levy.



Linda Witkowski
Budget Manager
3/5/2019

ST
BAJ #2019-00002239

1 MODIFY THE DEPARTMENT OF HEALTH AND HUMAN SERVICES 2019 BUDGET TO
2 INCREASE EXPENDITURES USING ADDITIONAL GENERAL FUND BALANCE
3 RELATED TO UNANTICIPATED 2018 STATE REVENUE ALLOCATIONS
4
5

6 WHEREAS, the Department of Health and Human Service (HHS) has identified \$402,300 of
7 additional funding needs that were not identified in the 2019 budget, and
8

9 WHEREAS, HHS is requesting additional funding for two overfill clinical therapist positions for
10 crisis services, and
11

12 WHEREAS, HHS is requesting funding for two (CLTS) contract case workers to assist in
13 processing the backlog of clients on the Children Long Term Support (CLTS) Special Needs
14 waitlist, and
15

16 WHEREAS, HHS is requesting funding for extra help (1.33 FTE positions) to assist with staffing
17 for economic support services, and training to staff in this area, and
18

19 WHEREAS, HHS is requesting funding for a contract developer to implement customized
20 screens and voice to text interface for psychiatrists to reduce transcription costs and assist with
21 implementing the Electronic Medical Record, and
22

23 WHEREAS, the Waukesha County Department of Health and Human Services participates in
24 the Moraine Lakes Consortia to provide income maintenance services through the Economic
25 Support unit, and
26

27 WHEREAS, the Moraine Lakes Consortia received additional funding from the State of
28 Wisconsin, Department of Health Services, related to prior year activities to distribute to member
29 counties, and
30

31 WHEREAS, the Waukesha County Department of Health and Human Services received a one-
32 time payment from this allocation in February 2019 and accrued the funding back to 2018 adding
33 to general fund balance, and
34

35 WHEREAS, financial policies allow the use of general fund balance to manage short-term and
36 phasing of program changes and for investments that have future payoffs.
37

38 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
39 that the Department of Health and Human Services 2019 Budget be modified by appropriating
40 expenditures of \$402,300, including \$222,500 for personnel costs and \$179,800 for operating
41 expenses to fund additional funding needs and increasing general fund balance \$402,300 related
42 to additional 2018 state revenue.

FISCAL NOTE

MODIFY THE DEPARTMENT OF HEALTH AND HUMAN SERVICES 2019 BUDGET TO
INCREASE EXPENDITURES USING ADDITIONAL GENERAL FUND BALANCE
RELATED TO UNANTICIPATED 2018 STATE REVENUE ALLOCATIONS

This ordinance modifies the 2019 Department of Health and Human Services (HHS) budget to increase expenditures \$402,300 and increases the use of general fund balance. This fund balance resulted from one time state funding received in 2019 and accrued back to 2018 for an unanticipated increase in the State Income Maintenance allocation. The funding will address Children's Long Term Support (CLTS) waitlists expected to be eliminated and allow some staffing flexibility to address an increase in vacancies in the Economic Support program. These expenditures are not expected at this time to be needed in 2020. It will also address the continued review and phase in of staffing required to effectively provide State mandated 24/7 crisis intervention services. The Department will consider these positions in the 2020 budget process along with over-all Department needs. These funds will also fund a software enhancement that is expected to reduce future costs.

Personnel costs are proposed to increase \$222,500 including \$130,500 to fund two crisis overfill positions for eight months; and \$92,000 to fund extra extra help (1.33 FTE positions) to assist with staffing for Economic Support services.

The ordinance increases operating expenses by \$179,800. This includes contracted services of \$104,800 to fund for two Children Long Term Support (CLTS) contract case workers for eight months to assist in processing the backlog of clients on the waitlist and \$10,000 for additional ESS staff training. Additionally, \$65,000 will be used to fund a contract developer to implement customized software screens and voice to text interface for psychiatrists to reduce transcription costs and assist with implementing the Electronic Medical Record .

The proposed ordinance increases the use of general fund balance by \$402,300 which resulted from unanticipated 2018 revenue.

This ordinance results in no direct levy impact.



Linda Witkowski
Budget Manager
3/6/2019

CD - BAJ# 2019-00002195

Referred on:	File Number:	Referred to:
--------------	--------------	--------------