

174th BOARD YEAR
LEGISLATIVE ITEMS RECEIVED FOR COMMITTEE REFERRAL

File No.	Rec/Ref	Referred to:	Title
174-A-028	11/5/19 11/7/19	Executive	APPT: Dick Nawrocki to the Bridges Library Board
174-O-074	11/6/19 11/7/19	Judiciary Finance	ORD: Authorize The Waukesha County Sheriff's Department To Contract With The City Of Pewaukee To Provide Police Services
174-O-075	11/6/19 11/7/19	Judiciary Finance	ORD: Authorize The Waukesha County Sheriff's Department To Contract With The Town Of Waukesha To Provide Police Services
174-O-076	11/25/19 11/27/19	Land Use	ORD: Amend The District Zoning Map Of The Town Of Waukesha Zoning Ordinance By Conditionally Rezoning Certain Lands Located In Part Of The SE ¼ Of Section 31, T6N, R19E, Town Of Waukesha, Waukesha County, Wisconsin, From The A-1 Agriculture District To The RE Residence Estate District (RZ50)
174-O-077	11/25/19 11/27/19	Land Use	ORD: Amend The Waukesha County Shoreland And Floodland Protection Ordinance District Zoning Map Of The Town Of Waukesha (RZ49)
174-O-078	11/26/19 11/27/19	Public Works Finance	ORD: Modify The 2019 Transportation Fund Budget For Additional Personnel Costs Expenditure Authority
174-O-079	11/25/19 11/27/19	HHS Finance	ORD: Modify The Department Of Health And Human Services 2019 Budget To Appropriate Expenditures For Aging And Disability Resource Center And Increase General Government Revenue
174-O-080	11/26/19 11/27/19	HR Finance	ORD: Approve 2020 Salary And Benefit Modifications For Non-Represented Employees And Allow Access For Retirees To The Waukesha Employee Health And Wellness Center As Part Of A Pilot Program
174-O-081	11/26/19 11/27/19	HR Finance	ORD: Approve 2020 Salaries For Seasonal And Temporary Classifications
174-O-082	01/08/20 01/09/20	Public Works Finance	ORD: Modify 2019 Capital Budget To Increase Expenditures For Capital Project 201814: County Trunk Highway KF / JK Intersection
174-O-083	01/08/20 01/09/20	HR Finance	ORD: Approve Vacation Accrual For Non-Represented Employees Who Are On Military Leave
174-O-084	02/04/20 02/06/20	Land Use	ORD: Approve Whispering Ridge Estates Homeowners Association, Inc. Easement To Construct, Operate, Repair And Maintain A Trail Connection To The Bugline Trail
174-O-085	02/03/20 02/06/20	Land Use	ORD: Amend The District Zoning Map Of The Town Of Waukesha Zoning Code By Conditionally Rezoning Certain Lands Located In Part Of The NW ¼ Of Section 32, T6N, R19E, Town Of Waukesha, Waukesha County, Wisconsin, From The A-1 Agriculture District (Town) To The RE Residence Estate District (Town) (RZ55)

174th BOARD YEAR
LEGISLATIVE ITEMS RECEIVED FOR COMMITTEE REFERRAL

File No.	Rec/Ref	Referred to:	Title
174-O-086	02/03/20 02/06/20	Land Use	ORD: Amend The District Zoning Map Of The Waukesha County Shoreland And Floodland Protection Ordinance And The Waukesha County Zoning Code For The Town Of Oconomowoc By Conditionally Rezoning Certain Lands Located In Part Of The W ½ Of The SW ¼ Of Section 24, T8N, R17E, Town Of Oconomowoc, Waukesha County, Wisconsin, From The A-T Agricultural Transition District To The R-2 Residential District (RZ48)
174-O-087	02/06/20 02/06/20	Land Use Finance	ORD: Authorize The Department Of Parks And Land Use To Enter Into An Agreement And Accept Grant Funding From The Waukesha County Land Conservancy To Complete Habitat Restoration In The Middle Fox River Watershed And Modify The Department's 2020 Budget
174-O-088	02/06/20 02/06/20	Public Works Finance	ORD: Modify The 2019 Transportation Fund Budget For Additional Transit Expenses And State Highway Operations Expenses
174-A-029	02/04/20 02/06/20	Executive	APPT: Mary Berg to the Health & Human Services Board
174-A-030	02/04/20 02/06/20	Executive	APPT: Mary Baer to the Health & Human Services Board
174-O-089	02/04/20 02/06/20	Judiciary	ORD: Approve Fourth Amendment To Lease With New Cingular Wireless At The Health And Human Services Smokestack
174-O-090	02/06/20 02/06/20	HHS Finance	ORD: Modify The 2020 Health And Human Services Budget To Accept Additional Revenue And Expenditures Related To The Child And Family Aids Allocation And Create Three Positions
174-O-091	02/06/20 02/06/20	HHS Finance	ORD: Modify The Department Of Health And Human Services 2020 Budget To Accept The WIC Fit Families Grant And Appropriate Additional Expenditures
174-O-092	02/04/20 02/06/20	Finance	ORD: Authorize The Issuance Of Not To Exceed \$18,000,000 General Obligation Promissory Notes For Capital Projects
174-O-093	02/06/20 02/06/20	Finance	ORD: Modify The 2020 Budget By Transferring Carryover Funds From 2019 Unexpended Appropriations To 2020 Budgeted Appropriations
174-O-094	02/01/20 02/06/20	County Board	ORD: Approve Compromise Settlement For Worker's Compensation Case Entitled Jayson Schenker vs. County Of Waukesha

1 APPROVE WHISPERING RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.
2 EASEMENT TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN
3 A TRAIL CONNECTION TO THE BUGLINE TRAIL
4

5
6 WHEREAS, Whispering Ridge Estates Owners Association, Inc. is located in the Northwest
7 corner of Section 19, Township 8 North, Range 20 East in Waukesha County; and
8

9 WHEREAS, Whispering Ridge Estates Owners Association, Inc. property shares a border with
10 Waukesha County property known as the Bugline Recreation Trail; and
11

12 WHEREAS, it is deemed desirable to allow Whispering Ridge Estates Owners Association, Inc
13 to construct, operate, repair and maintain a six (6) foot wide asphalt trail on Waukesha County
14 property for the purpose of allowing public pedestrian and non-motorized vehicles to access the
15 Bugline Recreation Trail; and
16

17 WHEREAS, Whispering Ridge Estates Owners Association, Inc. shall pay Waukesha County
18 consideration in the amount of \$100.00 for Easement compensation.
19

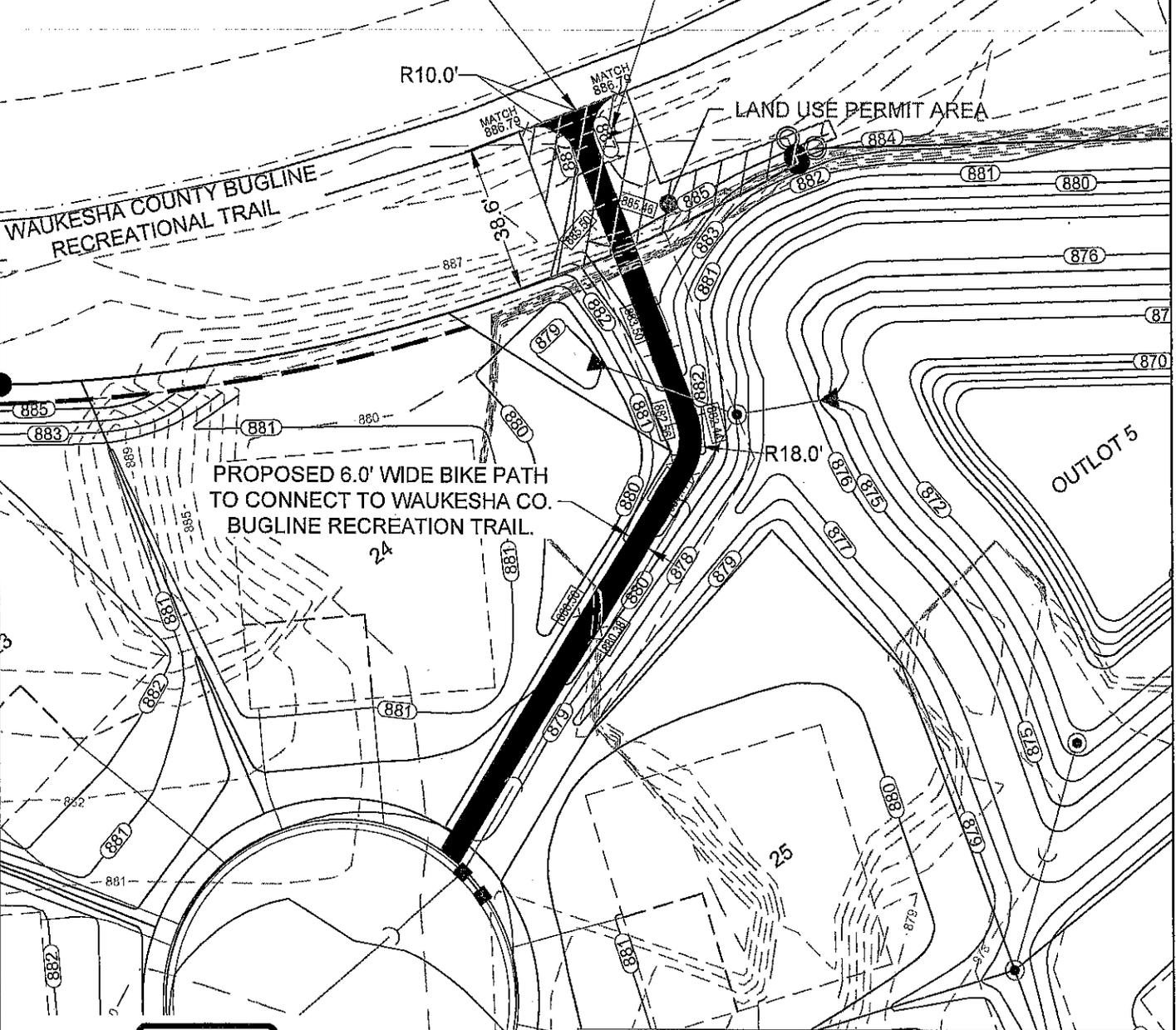
20 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
21 that Waukesha County's grant of an access easement to the Whispering Ridge Estates
22 Homeowners Association, Inc. is hereby approved.
23

24 BE IT FURTHER ORDAINED that, the Director of the Department of Parks and Land Use or
25 his designee is authorized to execute the Easement on behalf of Waukesha County, along with
26 any other documents necessary to accomplish the intended transaction.
27

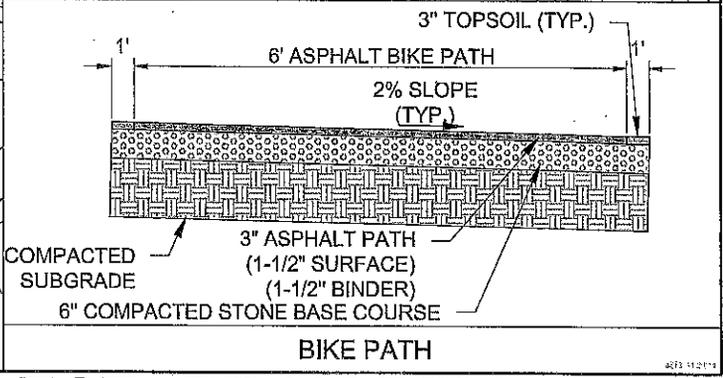
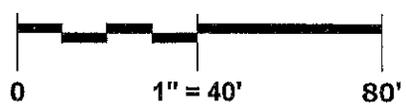
28 BE IT FURTHER ORDAINED that the revenue received from the grant of the Easement shall
29 be deposited in the Parks and Land Use General Fund Budget.

PROPOSED TRAIL CONNECTION TO WAUKESHA COUNTY RECREATIONAL BUGLINE TRAIL

CONNECT TO EXISTING TRAIL. INSTALL PER WAUKESHA COUNTY PERMIT



GRAPHICAL SCALE (FEET)



Z:\PROJECTS\2016\760.00\W\CA\EXHIBITS\760.00 BIKE PATH EXHIBIT.DWG 8/29/2019 3:42 PM

4278 11.21.19

WHISPERING RIDGE ESTATE NORTH 08/29/2019

PINNACLE ENGINEERING GROUP PLAN | DESIGN | DELIVER PEGJOB# 760.00
 15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005 WWW.PINNACLE-ENGR.COM

This EASEMENT, made between WAUKESHA COUNTY,

Grantor,
and Whispering Ridge Estates Owners Association, Inc.,
Grantee.

PROPERTY DESCRIPTION:

See attached Exhibit A.

CONDITIONS IMPOSED:

FOR AND IN CONSIDERATION of a sum of One Hundred Dollars (\$100.00) and other good and valuable consideration to be paid, WAUKESHA COUNTY, WISCONSIN, a Municipal Corporation and Owner, does hereby permit Whispering Ridge Estates Owners Association, Inc., ("Grantee"), its successors, assigns and agents, the right, permission, and authority to construct, operate, repair and maintain a six-foot wide asphalt trail across those lands known as the Bugline Recreation Trail Corridor located in the Northwest corner of Section 19, Township 8 North, Range 20 East, Waukesha County, State of Wisconsin, for the purpose of allowing public pedestrian and non-motorized vehicle access from Grantee's land to Waukesha County's Bugline Recreation Trail (the "Permitted Trail"). Grantee shall act in accordance with all applicable Federal, State and Local codes and obtain all necessary permits to complete the work contemplated hereby.

The location of the Easement with respect to the premises of Waukesha County is shown on the plan attached hereto as Exhibit A, which is incorporated by reference and made a part hereof.

Grantee shall construct and maintain the Permitted Trail in accordance with the trail specifications shown on Exhibit A, and as approved by Waukesha County.

Grantee shall not (a) trim, cut down or remove trees or brush on Waukesha County's property, or (b) install any fencing, fixtures, signs or gates on Waukesha County's property (other than expressly authorized herein) unless it obtains prior written approval from the Waukesha County Department of Parks and Land Use.

Grantee and his successors, assigns and agents shall install and maintain appropriate warning and traffic signage at the intersection of the Bugline Trail and the Permitted Trail, subject to the written approval of the Waukesha County Department of Parks and Land Use. The signage shall inform trail users of the upcoming intersection, while maintaining unimpeded traffic flow on the Bugline Trail.

Grantee and his successors, assigns and agents agree that the Bugline Trail shall remain open for public use during construction, repair, maintenance, or related activities described in the Easement. Grantee and his agents shall have the right to enter the lands covered by the Easement for the purposes of exercising the rights acquired and obligations assumed herein, but Grantee shall promptly and fully restore the premises of Waukesha County to the condition existing prior to the entry by Grantee

Name and Return Address

Waukesha County
c/o Department of Parks & Land Use
515 W. Moreland Blvd., AC-230
Waukesha, WI 53188

LANV0068979001

Parcel Identification Number (PIN)

or his agents, and said restoration shall be accomplished as per Waukesha County specifications. The restoration shall not apply to any trees which may be permitted to be removed pursuant to the rights granted herein. Grantee shall be liable for prompt restitution for any damage, if any, to vegetation, trail improvements, signs, entrance gates, park improvements and any other fixtures owned by Waukesha County and caused by the acts of Grantee, his agents, employees, invitees or guests.

This Easement shall run with the land, and may not be revoked prior to the end of the Term except for cause upon written notice by Waukesha County. "Cause" hereunder shall mean the uncured breach of any term of this Easement or any conduct by Grantee or Grantee's successors in interest blocking or otherwise interfering with the public's use of the Bugline Recreation Trail which continues to exist five (5) or more days after receipt of written notice of the breach or interference.

Grantee must maintain the Permitted Trail in a safe condition for the purposes intended and so as to not cause harm or injury to the public. Waukesha County is not responsible for maintenance of the Permitted Trail as part of the Bugline Recreation Trail.

Waukesha County reserves the right to utilize its land and Easement Area for all purposes, including future trail improvements, signage, pavement and grading.

Grantee, its successors, assigns and agents will defend, indemnify and hold harmless Waukesha County and all of its departments, agencies, boards, officers, employees and agents from any and all liability, loss, damages, expenses and costs, including attorneys fees and expenses, that they may suffer or incur as the result of any injury (including death) or damage to person or property which results from any action or omission, negligent or otherwise, of Grantee, his successors, assigns, agents, invitees and guests, in connection with the grant of this Easement, any and all work of any type which Grantee, his successors and assigns and any of their agents, invitees and/or guests perform or should perform upon the lands subject to this Easement, and their use of the Waukesha County lands covered by this Permit.

The Grantee and his successors, assigns and agents shall, at all times during the Term of this Easement, keep in force and effect insurance policies as outlined below, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to Waukesha County. Such insurance shall be primary. Upon execution of this Easement, Grantee shall furnish Waukesha County with a certificate of insurance which references this Easement demonstrating the required coverages. Waukesha County shall be given thirty (30) days advance notice of cancellation, nonrenewal, or material reduction of coverages, scope or limits during the term of this Easement. Grantee shall maintain Homeowner's liability insurance covering liability for Grantee's liabilities associated with this Easement and personal automobile liability insurance covering Grantee's automobiles utilized in connection with this grant of Easement. Grantee shall require the following insurance from any contractors it retains to construct or maintain the Permitted Trail associated with this grant of this Easement: 1) Commercial General Liability Insurance- Policy shall be written to provide coverage for, but not limited to, the following: premises operations, personal injury, blanket contractual coverage, independent contractors coverage. Waukesha County, its boards, commission, agencies, officers, employees and representatives shall be named as additional insured and so stated on the certificate of insurance. Limits of liability not less than \$1,000,000 each occurrence and aggregate; 2) 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.

All notices to Waukesha County shall be sent by certified U.S. Mail, Return Receipt Requested, addressed to the Park System Manager, Waukesha County Department of Parks and Land Use, 515 W. Moreland Blvd, Room AC230, Waukesha, Wisconsin 53188. All notices to Grantee shall be sent

EXHIBIT A
(Easement Area)

EXHIBIT B
(Trail Specifications)

1 AMEND THE DISTRICT ZONING MAP OF THE TOWN OF WAUKESHA ZONING CODE
2 BY CONDITIONALLY REZONING CERTAIN LANDS LOCATED IN PART OF THE NW
3 ¼ OF SECTION 32, T6N, R19E, TOWN OF WAUKESHA, WAUKESHA COUNTY,
4 WISCONSIN, FROM THE A-1 AGRICULTURE DISTRICT (TOWN)
5 TO THE RE RESIDENCE ESTATE DISTRICT (TOWN) (RZ55)
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 Waukesha Town Board on October 10, 2019; 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 Waukesha Zoning Code, adopted by the Town of
18 Waukesha on February 2, 2019, is hereby amended to conditionally rezone the subject lands
19 from the A-1 Agriculture District (Town) to the RE Residence Estate District (Town) in
20 accordance with Town Ordinance No. 2019-12, certain lands located in part of the NW ¼ of
21 Section 32, T6N, R19E, Town of Waukesha, Waukesha County, Wisconsin, and more
22 specifically described in the "Staff Report and Recommendation" and map on file in the office of
23 the Waukesha County Department of Parks and Land Use and made a part of this Ordinance by
24 reference RZ55, is hereby approved subject to the conditions of the Town of Waukesha
25 Ordinance 2019-12.
26

27 BE IT FURTHER ORDAINED that the Waukesha County Clerk shall file a certified copy of
28 this Ordinance with the Town Clerk of Waukesha.
29

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

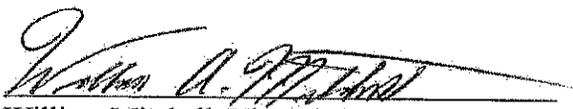
COMMISSION ACTION

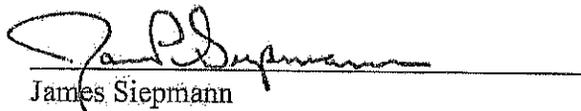
The Waukesha County Park and Planning Commission, after giving consideration to the subject matter of the Ordinance to amend the Town of Waukesha Zoning Code, hereby recommends approval of (RZ55 Joey Wisniewski/Fiduciary Real Estate Development, Inc.) in accordance with the attached "Staff Report and Recommendation".

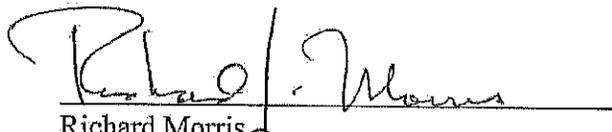
PARK AND PLANNING COMMISSION

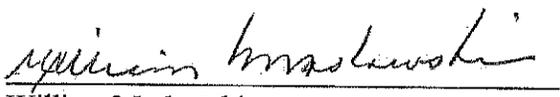
January 16, 2020

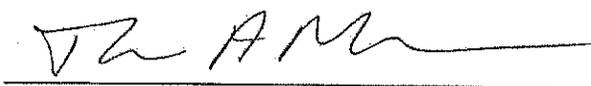

Robert Peregrine, Chairperson


William Mitchell, Vice Chairperson


James Siepmann


Richard Morris


William Maslowski


Thomas Michalski

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

DATE: January 16, 2020

FILE NO.: RZ55

TAX KEY NO.: WAKT 1411.996.013

PETITIONER: Joey Wisniewski
Fiduciary Real Estate Development, Inc.
789 N. Water Street, Suite 200
Milwaukee, WI 53202

LOCATION:
Part of Lot 1, Certified Survey Map (CSM) No. 11589. Part of the NW ¼ of Section 32, T6N, R19E, Town of Waukesha. More specifically, the property is located at W269 S5550 River Road containing approximately 10 acres.

PRESENT ZONING CLASSIFICATION:
A-1 Agriculture District (Town).

PRESENT LAND USE:
Agricultural, farmstead.

PROPOSED ZONING:
RE Residence Estate District (Town).

PROPOSED LAND USE:
Residential lot.

PUBLIC HEARING DATE:
October 10, 2019.

PUBLIC REACTION:
None.

TOWN PLAN COMMISSION:
On October 10, 2019, the Town Plan Commission, unanimously recommended approval of the rezoning request with conditions.

TOWN BOARD ACTION
On October 10, 2019, the Town Board unanimously approved the rezoning request as recommended by the Town Plan Commission.

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

The Town and County Land Use Plans designate the area of the property as Suburban Density I Residential (1.5 to 2.9 acres per dwelling unit) and the property was subject to plan amendment conditions that required the dedication of lands along the Fox River to the county, as proposed by the

developer. The amendment also required conservation type design should subdivision of these lands be proposed. The proposal to rezone ten acres does not increase density and is in conformance with plan recommendations.

OTHER CONSIDERATIONS:

The proposal would rezone a 10-acre portion of an existing 20-acre parcel to the east of River Road to allow for a reconfiguration of the lot. These lands are part of the former Lafhers farm. Lands to the west of River Road were previously divided by CSM with a dedication of river frontage to the county. Other lands that were part of the farm were sold to the State Department of Natural Resources (DNR) a number of years ago to expand their Vernon Marsh holdings.

The subject lands were part of a three-lot division that created lots of 20 acres or more (see Exhibit A). The owner of the property now wishes to re-configure those lands and create a smaller 10-acre parcel while enlarging or re-configuring the other two parcels (see town ordinance map). The proposed RE category allows lots as small as three acres, whereas the existing A-1 designation requires a minimum parcel size of 20 acres. The proposed driveway access location remains the same as what was previously approved by the Department of Public Works.

STAFF RECOMMENDATION

It is the opinion of the Planning and Zoning Division staff that the request be approved. The proposal is consistent with plan recommendations and allows for one parcel of less than 20 acres to be created, consistent with town and county plan recommendations.

Respectfully submitted,

Jason Fruth

Jason Fruth
Planning and Zoning Manager

Attachments: Town Ordinance No. 2019-12
Exhibit A, existing parcel configuration
Map

NAPRKANDLU\Planning And Zoning\Rezoning\Staff Reports\RZ55 Wisniewski_Fiduciary Real Estate Dev Wkt.Docx

ORDINANCE NO. 2019-12

TOWN OF WAUKESHA

RECEIVED
1/6/2020
DEPT OF
PARKS & LAND
USE

**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 AGRICULTURE TO THE
RE RESIDENCE ESTATE DISTRICT**

WHEREAS, a petition has been filed by Joey Wisniewski (dba FRED-Lathers LLC), petitioning pursuant to Section 42-48(b) for rezoning property for Lot 1 of the re-division of CSM 11589, W269S5550 River Rd, Tax Key WAKT14.1.1996013, depicted in attached Exhibits A, 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 October 10, 2019, pursuant to Section 42-48(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 42-48(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 42-48(d)(3) of the Town of Waukesha Zoning Code; and

WHEREAS, the Town Board for the Town of Waukesha at the October 10, 2019 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 as W269S5550 River Rd, Tax ID WAKT1420997001 depicted by map on Exhibit A and by legal description (east of the Fox River) Located in part of the NE ¼ and NW ¼ of Section 31, T6N R19E, both exhibits attached hereto and incorporated herein by reference, are hereby conditionally amended to change the zoning of such property from A-1 Agriculture to the RE Residence Estate 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. The Rezone approval shall not be in full force and effect until approved by the Waukesha County Board of Supervisors, and the Petitioner obtains approval of the Certified Survey Map by the Town of Waukesha Board, Waukesha County Department of Parks and Land Use, and City of Waukesha, and records the same with the Waukesha County Register of Deeds.
2. The Petitioner and/or Property Owner shall, on demand, reimburse the Town of Waukesha for all costs and expenses of any type incurred by the Town in connection with the review and approval of this application, including, but not limited to, the cost of professional services incurred by the Town for the review and preparation of required documents, attendance at meetings or other related professional services as well as to enforce the conditions in this approval due to a violation of these conditions. Additionally, any unpaid bills owed to the Town of Waukesha by the Subject Property Owner and/or Agent, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees or forfeitures owed to the Town of Waukesha must be paid on demand and prior to issuance of any permits and shall be placed upon the tax roll for the Subject Property if not paid within thirty (30) days of the billing by the Town of Waukesha, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Town of Waukesha, including possible cause for termination of the conditional approval.

SECTION 3. 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 Agriculture District if the conditions of this ordinance are not fully complied with.

SECTION 4. SEVERABILITY.

The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a 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 7. 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 6th day of January, 2020.

TOWN OF WAUKESHA, WI

Brian Fischer 01/06/20

By: Brian Fischer, Town Chairman

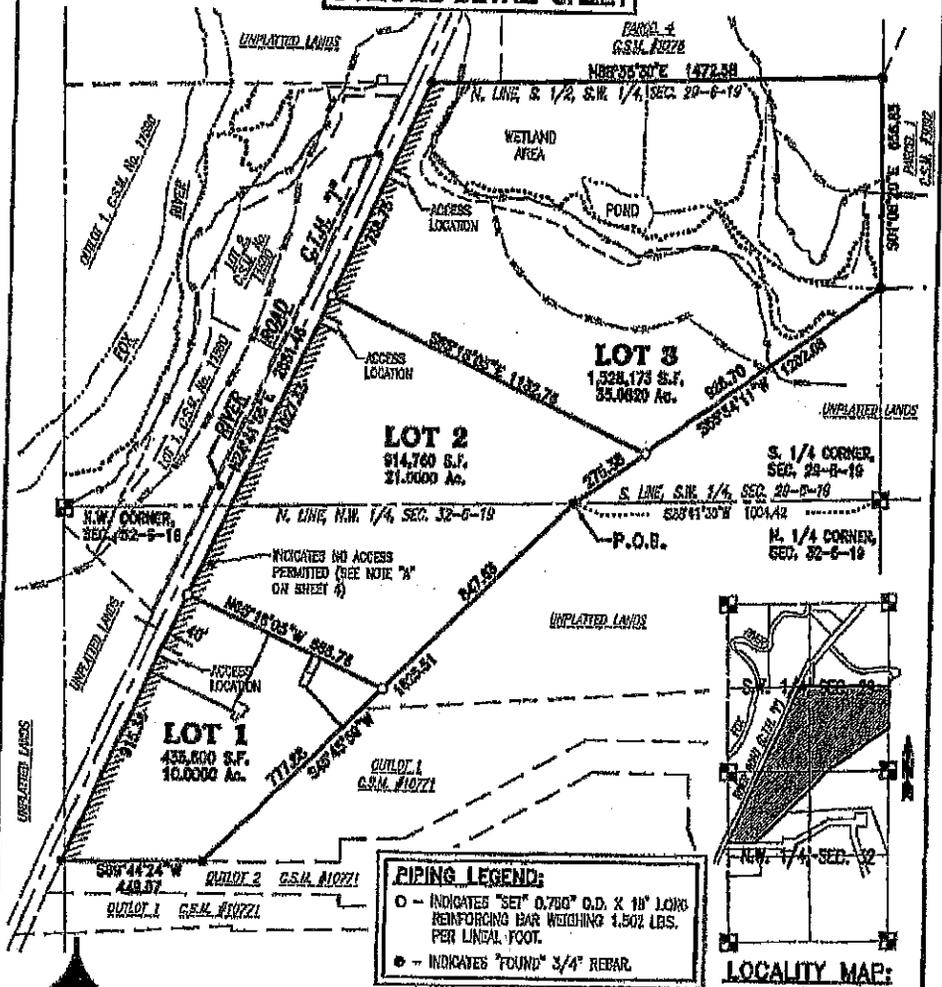
ATTEST:

Kathy Nicklaus
Kathy Nicklaus, Town Clerk-Treasurer

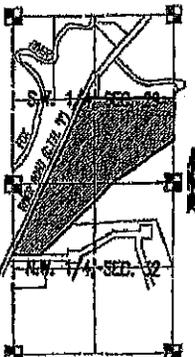
CERTIFIED SURVEY MAP NO.

BEING A REDVISION OF CERTIFIED SURVEY MAP No. 11688, OF CERTIFIED SURVEY MAPS 116, PAGES 1 THROUGH 7 INCLUSIVE, IN THE WAUKESHA COUNTY REGISTER OF DEEDS OFFICE, LOCATED IN A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, ALL IN TOWN 6 NORTH, RANGE 19 EAST, IN THE TOWN OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

OVERALL DETAIL SHEET



PIPING LEGEND:
 ○ - INDICATES "SET" 0.750" O.D. X 10' LONG REINFORCING BAR WEIGHING 1.502 LBS. PER LINEAL FOOT.
 ● - INDICATES "FOUND" 3/4" REBAR.



NORTH
SCALE: 1"=400'
 0 200 400

OWNER: (LOTS 2&3)
 FRED-LATHENS, LLC
 709 N. WATER STREET
 SUITE 200
 MILWAUKEE, WI 53202
 PHONE: 414-228-4535

OWNER: (LOT 1)
 ANDREW GREDAS
 W289 88530 RIVER ROAD
 WAUKESHA, WI 53189

PREPARED BY:
 TRD ENGINEERING, LLC
 12800 W. NORTH AVENUE
 BUILDING 10
 BROOKFIELD, WI 53005
 PHONE: 262-760-1460

LOCALITY MAP:
 S.W. 1/4, SEC. 29,
 N.W. 1/4, SEC. 32,
 T. 6 N., R. 19 E.
 SCALE: 1"=2000'

GENERAL NOTES:

- ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27), IN WHICH THE NORTH LINE OF THE N.W. 1/4 OF SECTION 32, TOWN 6 NORTH, RANGE 19 EAST, BEARS NORTH 88°41'30" EAST.
- EACH LOT TO BE LIMITED TO ONE ACCESS LOCATION. ACCESS LOCATION TO BE OBTAINED THROUGH THE DRIVEWAY PERMITTING PROCESS AT WAUKESHA COUNTY.
- ALL TELEPHONE LINES, ELECTRIC LINES, CABLE TELEVISION LINES, TELECOMMUNICATIONS LINES, AND OTHER SIMILAR UTILITY SERVICES SHALL BE PLACED UNDERGROUND UNLESS THE APPLICANT OR UTILITY CAN DEMONSTRATE THAT UNDERGROUNDING IS NOT FEASIBLE.



DRAFTED THIS 11th DAY OF SEPTEMBER, 2019
 THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

JOB NO. 16-006-037-01
 SHEET 1 OF 8

EXHIBIT "A"

4288649

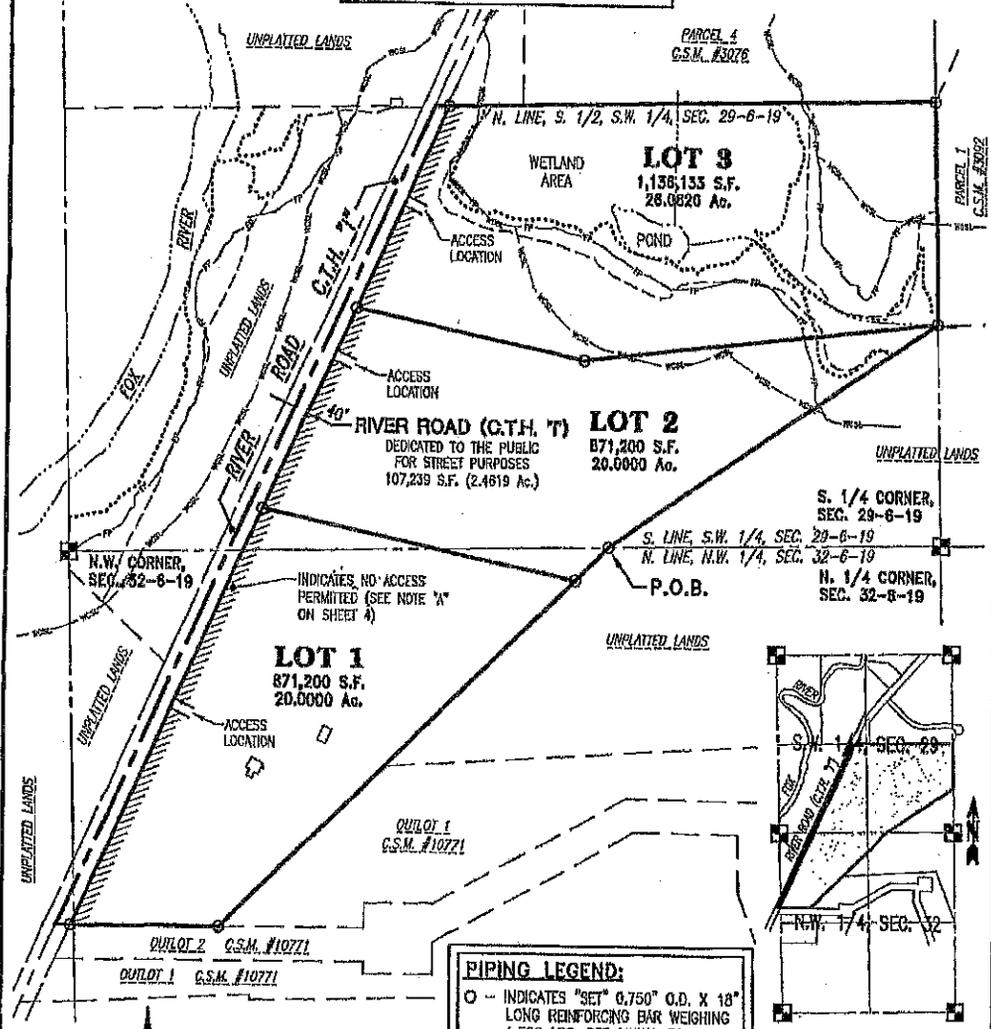
Book 116 Page 1-7



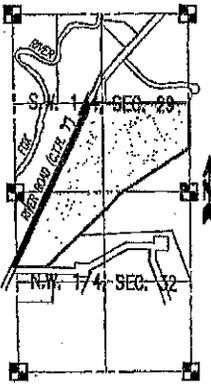
CERTIFIED SURVEY MAP NO. 11589

BEING A REDIVISION OF LANDS LOCATED IN A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, ALL IN TOWN 6 NORTH, RANGE 19 EAST, IN THE TOWN OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

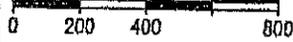
OVERALL DETAIL SHEET



PIPING LEGEND:
 ○ -- INDICATES "SET" 0.750" O.D. X 18" LONG REINFORCING BAR WEIGHING 1.502 LBS. PER LINEAL FOOT.



NORTH
 SCALE: 1" = 400'

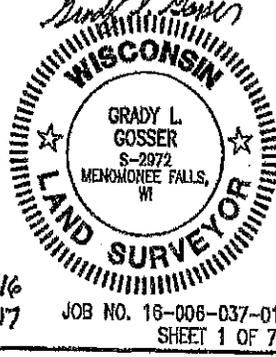


OWNER:
 FRED-LATHERS, LLC
 780 N. WATER STREET
 SUITE 200
 MILWAUKEE, WI 53202
 PHONE: 414-226-4535

PREPARED BY:
 TRIG ENGINEERING, LLC
 12860 W. NORTH AVENUE
 BUILDING "D"
 BROOKFIELD, WI 53005
 PHONE: 262-790-1480

LOCALITY MAP:

S.W. 1/4 SEC. 29,
 N.W. 1/4 SEC. 32,
 T. 6 N., R. 19 E.
 SCALE: 1" = 2000'



GENERAL NOTES:

- ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27), IN WHICH THE NORTH LINE OF THE N.W. 1/4 OF SECTION 32, TOWN 6 NORTH, RANGE 19 EAST, BEARS NORTH 88°41'30" EAST.
- STRUCTURES ON LOT 1 TO BE RAZED, EXISTING WELL AND SEPTIC SYSTEM TO REMAIN.
- EACH LOT TO BE LIMITED TO ONE ACCESS LOCATION. ACCESS LOCATION TO BE OBTAINED THROUGH THE DRIVEWAY PERMITTING PROCESS AT WAUKESHA COUNTY.
- ALL TELEPHONE LINES, ELECTRIC LINES, CABLE TELEVISION LINES, TELECOMMUNICATIONS LINES, AND OTHER SIMILAR UTILITY SERVICES SHALL BE PLACED UNDERGROUND UNLESS THE APPLICANT OR UTILITY CAN DEMONSTRATE THAT UNDERGROUNDING IS NOT FEASIBLE.

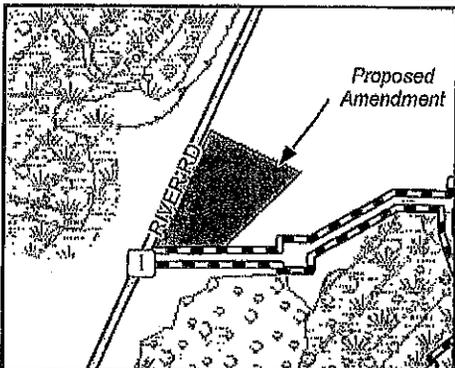
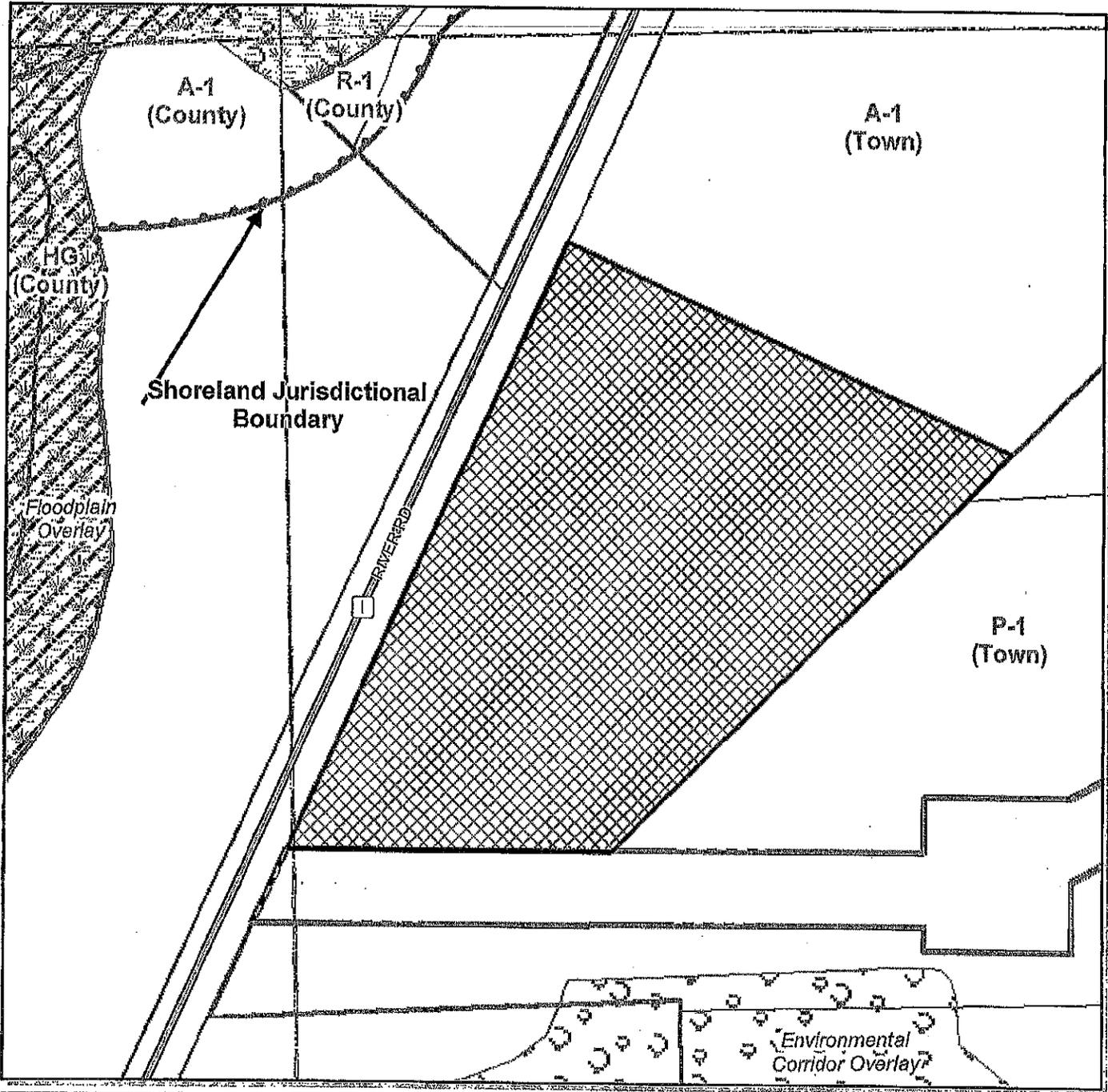
DRAFTED THIS 27th DAY OF JUNE, 2016 (REVISED: 3/13/17)
 THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972

6/27/16
 3/13/17

JOB NO. 16-006-037-01
 SHEET 1 OF 7

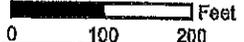
ZONING AMENDMENT

PT OF THE NW 1/4 OF THE NW 1/4 SECTION 32,
TOWN OF WAUKESHA



 TOWN ZONING AMENDMENT CHANGE FROM A-1 AGRICULTURAL DISTRICT TO RE RESIDENTIAL ESTATE DISTRICT (9.9 AC)

FILE.....RZ55
 DATE OF PLAN COMMISSION.....1/16/20
 AREA OF CHANGE.....9.9 ACRES
 TAX KEY NUMBER.....WAKT 141.1996.013

 Prepared by the Waukesha County Department of Parks and Land Use
 1 inch = 200 feet


1 AMEND THE DISTRICT ZONING MAP OF THE WAUKESHA COUNTY SHORELAND
2 AND FLOODLAND PROTECTION ORDINANCE AND THE WAUKESHA COUNTY
3 ZONING CODE FOR THE TOWN OF OCONOMOWOC BY CONDITIONALLY
4 REZONING CERTAIN LANDS LOCATED IN PART OF THE W ½ OF THE SW ¼ OF
5 SECTION 24, T8N, R17E, TOWN OF OCONOMOWOC, WAUKESHA COUNTY,
6 WISCONSIN, FROM THE A-T AGRICULTURAL TRANSITION DISTRICT
7 TO THE R-2 RESIDENTIAL DISTRICT (RZ48)
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 Oconomowoc Town Board on December 16, 2019; 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 Section 59.69 and 59.692, Wis. Stats.
17

18 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
19 that the Waukesha County Shoreland and Floodland Protection Ordinance, adopted on June 23,
20 1970, for the Town of Oconomowoc, Waukesha County, Wisconsin, and the Waukesha County
21 Zoning Code, adopted by the Waukesha County Board of Supervisors on February 26, 1959, are
22 hereby amended to rezone certain lands located in part of the W ½ of the SW ¼ of Section 24,
23 T8N, R17E, Town of Oconomowoc, Waukesha County, Wisconsin from the A-T Agricultural
24 Transition District to the R-2 Residential District, and more specifically described in the "Staff
25 Report and Recommendation" and map on file in the office of the Waukesha County Department
26 of Parks and Land Use and made a part of this Ordinance by reference RZ48, is hereby approved
27 with the following conditions:
28

- 29 1. There shall be a maximum of thirty-two (32) dwelling units in substantial conformance
30 with the concept plan submitted by the petitioner.
31
- 32 2. Compliance with all requirements of the Town of Oconomowoc Land Division
33 Ordinance and the Waukesha County Shoreland and Floodland Subdivision Control
34 Ordinance.
35
- 36 3. The subdivision plat shall be reviewed and approved by the Town of Oconomowoc Plan
37 Commission, Town Board and Waukesha County.
38
- 39 4. The development shall comply in all respects with the Waukesha County Stormwater
40 Management and Erosion Control Ordinance.
41
- 42 5. The petitioner shall comply with all requirements of the Waukesha County Department of
43 Public Works regarding all necessary improvements to C.T.H. K.
44

45 BE IT FURTHER ORDAINED that the Waukesha County Clerk shall file a certified copy of
46 this Ordinance with the Town Clerk of Oconomowoc.
47

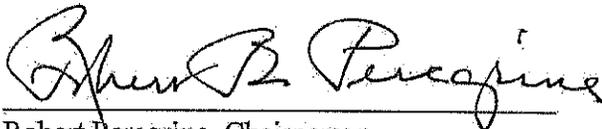
48 BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon passage,
49 approval and publication.

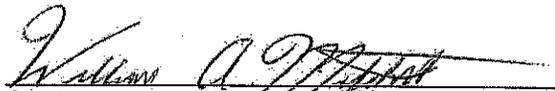
COMMISSION ACTION

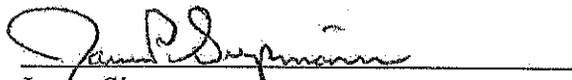
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the District Zoning Map of the Waukesha County Shoreland and Floodland Protection Ordinance and the Waukesha County Zoning Code for the Town of Oconomowoc hereby recommends approval of (RZ48 Ireland Farms, LLC.) in accordance with the attached "Staff Report and Recommendation".

PARK AND PLANNING COMMISSION

January 16, 2020

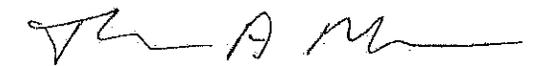

Robert Peregrine, Chairperson


William Mitchell, Vice Chairperson


James Siepmann


Richard Morris


William Maslowski


Thomas Michalski

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

DATE: January 16, 2020

FILE NO.: RZ48

OWNER: Ireland Farms, LLC.
N67 W34891 County Road K
Oconomowoc, WI 53066

AGENT: Jon Spheeris
175 E. Wisconsin Ave., Suite A
Oconomowoc, WI 53066

TAX KEY NO.: OCOT 0527.997.004

LOCATION:

The property is located in part of the W ½ of the SW ¼ of Section 24, T8N, R17E, Town of Oconomowoc. More specifically, the property is located at N67 W34891 C.T.H. K.

EXISTING LAND USE: Agricultural.

PROPOSED LAND USE: Single-family residential subdivision

EXISTING ZONING: A-T Agricultural Transition District.

PROPOSED ZONING: R-2 Residential District.

PUBLIC HEARING DATE: November 4, 2019

PUBLIC REACTION:

Matt Carrico, N65 W35024 Baltic Pass, questioned how the development would incorporate neighborhood elements of Norwegian Meadows [in addition to Whittaker Bay] to ensure cohesive design. The developer explained the intent is to find a medium between the two developments. Mr. Carrico also asked if the roads would be curb and gutter, to which the developer noted they would be ditch and swale. Mr. Carrico noted he was not opposed to the development but would like the Town and County to explore an entrance from C.T.H. K rather than through Norwegian Meadows.

Angela Weber, W349 N6694 Norwegian Rd., stated that many people already think the dead ends are through streets and have to turn around. Ms. Weber noted cars already speed through the subdivision and asked how the Town and County were going to slow cars down who are using the subdivision to cut through to Road J or the new subdivision rather than use the main entrance from Road J. Ms. Weber was concerned over the safety of the children of the neighborhood with the increased traffic.

Eugene Klink of Whittaker Bay Subdivision asked if storm sewer would be installed similar to Whittaker Bay. The developer responded that this development will have detention basins with swales.

Katie Klink, W346 N6720 Shoreview Court, thanked the developer for being open to suggestions like

green space, increased landscaping, horse fencing and other architectural features. Ms. Klink asked if there will be a turn lane that will go into the subdivision and what entrance will construction traffic use, both of which are yet to be determined.

Tom Schoknecht, N64W35025 Road J, asked why the development was not coming from C.T.H. K. He was also concerned about increased traffic on Road J and noted Road J needs repair. Mr. Schoknecht stated that he did not oppose the rezone but was not in favor of this plan.

On January 7, 2020, the Department of Parks and Land Use received a petition from Lance and Angela Weber, W349 N6694 Norwegian Road, expressing further concerns with the proposed road extensions. This letter is enclosed as Exhibit C.

TOWN PLAN COMMISSION AND TOWN BOARD ACTION:

At their December 2, 2019, meeting, the Town of Oconomowoc Plan Commission recommended to the Town Board approval of the rezone subject to several conditions. On December 16, 2019, the Town Board recommended approval of the request, subject to conditions incorporated herein (Resolution 2019-18).

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

The property is designated as Low Density Residential (20,000 sq. ft. – 1.4 acres per dwelling unit) on the Comprehensive Development Plan for Waukesha County and the Town of Oconomowoc Land Use Plan. The proposal complies with both plans.

STAFF ANALYSIS:

The approximately 45-acre subject property is split in jurisdiction between the Waukesha County Zoning Code and the Shoreland and Floodland Protection Ordinance. The petitioners are proposing to rezone the property from the A-T Agricultural Transition District to the R-2 Residential District to accommodate a 32-lot single-family residential subdivision (Exhibit A). The Agricultural Transition District is intended to identify lands that are currently agricultural but are planned for other land uses over time, such as residential. The surrounding area contains dense, narrow lake lots to the south, 1+/- acre subdivision lots to the west and east, and large farm parcels to the north. A 1992 development plan for the subject parcel and the parcel to the west (now Norwegian Meadows subdivision) shows a similar layout to what is being proposed today, with 36 one-acre lots on the subject lands (Exhibit B).

The R-2 Residential District requires a minimum lot size of 30,000 sq. ft. and 120 ft. in average width. Most of the proposed parcels are generally an acre or more in size, with eight parcels containing slightly less than an acre (0.89-0.95 acres). The size of the proposed parcels are consistent with the surrounding subdivision lots. All parcels will be served by private on-site sewage system and wells. The development is also subject to the Waukesha County Stormwater Management and Erosion Control Ordinance. Two kettles exist on the east portion of the property that are being evaluated for wetland characteristics.

Four access points will serve the development. One access is from Road J and three access locations are from the subdivision to the west, creating a cohesive road network for residents and emergency response services. Access to one parcel, Lot 32, is proposed from Road J on the south side of the development. Following road extension concerns heard at the public hearing, staff met with the Department of Public Works (DPW) to explore possible alternative access options. DPW noted that Chapter 15 Section 15-55 of the Waukesha County Code states that when a property has access to both a local road and a country trunk highway, access to the property must come from the local road, unless under exceptional circumstances.

The Department of Public Works reviewed the concept development and determined that no new public street access to C.T.H. K will be permitted. In addition, while DPW is not in favor of the existing driveway connection to C.T.H. K on Lot 4, they have indicated that removal of said driveway is not required. Therefore, no other suitable access connection to C.T.H. K for the development exists. DPW has also indicated that road improvements, such as acceleration and deceleration tapers and turning radius improvements, may be required at the intersection of C.T.H. K and Road J due to the increase in traffic. Ultimately, the final road layout must be approved by all review entities as part of the plat review process.

STAFF RECOMMENDATION:

The Planning and Zoning Division Staff recommends this request be **approved**, subject to the following conditions, which are inclusive of the Town's conditions.

1. There shall be a maximum of thirty-two (32) dwelling units in substantial conformance with the concept plan submitted by the petitioner.
2. Compliance with all requirements of the Town of Oconomowoc Land Division Ordinance and the Waukesha County Shoreland and Floodland Subdivision Control Ordinance.
3. The subdivision plat shall be reviewed and approved by the Town of Oconomowoc Plan Commission, Town Board and Waukesha County.
4. The development shall comply in all respects with the Waukesha County Stormwater Management and Erosion Control Ordinance.
5. The petitioner shall comply with all requirements of the Waukesha County Department of Public Works regarding all necessary improvements to C.T.H. K.

The A-T Agricultural Transitional District is intended to recognize farmland in transitional areas that may have future development value. The Town and County Land Use Plans designate this parcel as residential, which is consistent with the existing surrounding development. The proposed zoning change is consistent with the intent and purpose of the Waukesha County Codes and Development Plan.

Respectfully submitted,

Rebekah Leto

Rebekah Leto
Senior Land Use Specialist

Attachment: Exhibit A – Conceptual Layout
Exhibit B – 1992 Development Plan
Exhibit C – Weber Petition Letter dated 1/7/2020
Town Resolution
Map

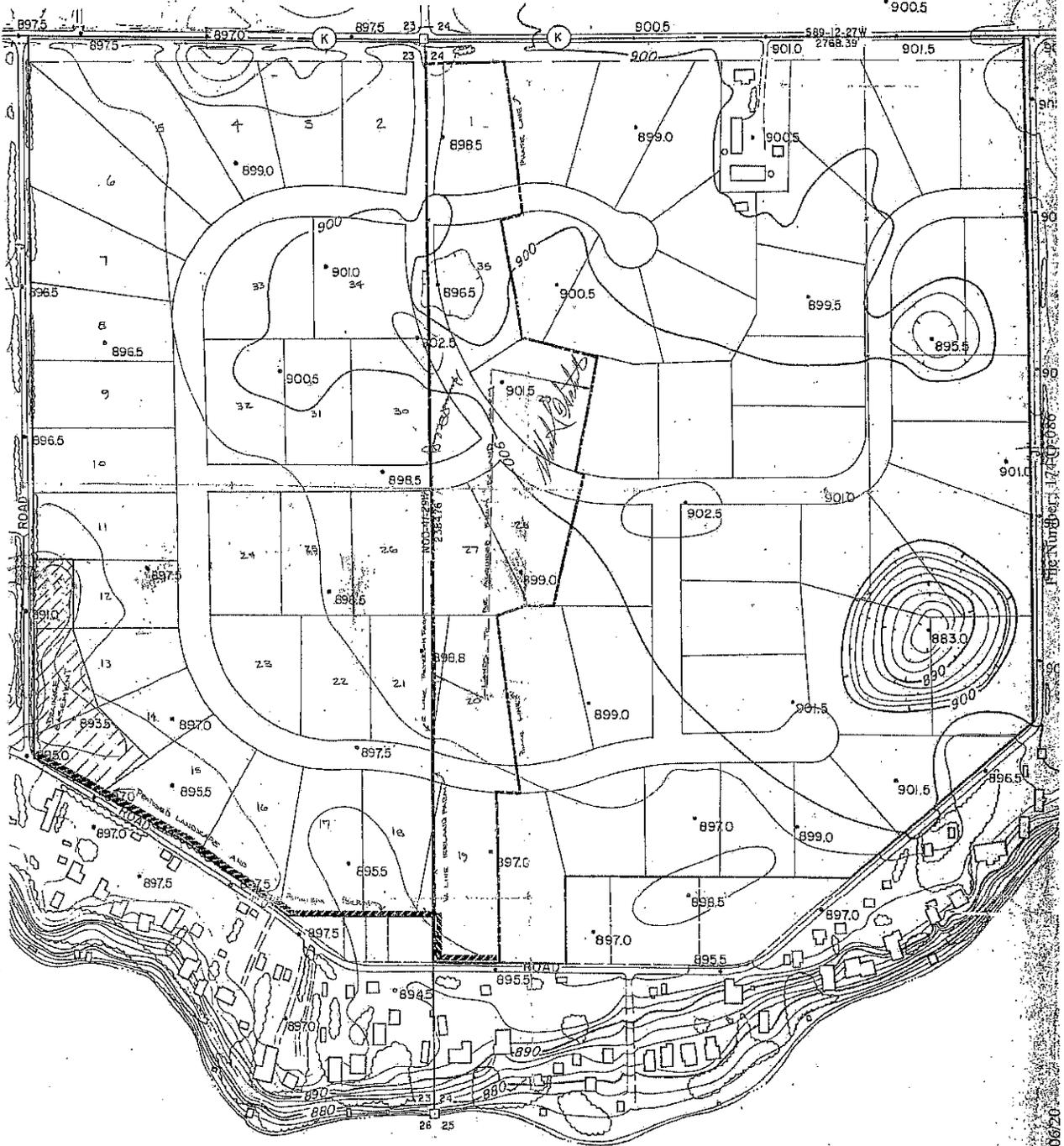


EXHIBIT "B"

LAND USE PLAN
LOCATED IN THE S.W. 1/4, T. 21 N., R. 12 E.,
TOWN OF ECONOMY, WILKESHA COUNTY, WISCONSIN.

GENERAL NOTES:
1. THIS PLAN IS FOR THE
2. THE LANDS SHOWN ON THIS PLAN ARE
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RECEIVED
NOV 19 2011
DEPT OF PARKS



OKAUCHEE LAKE
W.S. 873.5

Map Number: 1724-0986
Section: 1070620

Norwegian Meadows Sub-Division Petition

To: Town of Oconomowoc Plan
Commission
W359 N6812 Brown Street
Oconomowoc, WI 53066

Department of Public Works
Attn: Carolynn Gellings
515 W. Moreland Blvd, Room AC220
Waukesha, WI 53188

Waukesha County Department of Parks and Land Use
Planning & Zoning Division
Senior Land Use Specialist Rebekah Leto
515 W. Moreland Blvd, Room AC230
Waukesha, WI 53188

Jon Spheeris
175 E. Wisconsin Avenue, Suite A
Oconomowoc, WI 53066

RECEIVED

JAN 07 2020

DEPT OF PARKS & LAND USE

We are writing in regards to the proposed Meadowlands subdivision (development). At the council meeting on Monday, November 4th, 2019, the Town of Oconomowoc and Waukesha County discussed the rezoning of this agricultural transitional district land to the R-2 Residential District to allow a single family residential subdivision on the approximately 46.8 acre parcel. Those of us who went to the meeting were made aware that the new subdivision plans are to extend Norwegian Road, Baltic Pass and Ireland Court to use as entry ways into the new development. In the meeting, it was stated that back in approximately 1990 our subdivision was created projecting a future expectance that these roads would be extended if and when a new development would be made. We understand that this was a potential plan back some 20 years ago but at that time, the home owners were not all the same as they are now. We as the current home owners have concerns with this and are strongly encouraging you to reconsider allowing access through our subdivision into the new subdivision.

Our concerns are:

- (1) With these roads being opened up to be used as an entry way into the new sub division. There is only one entry way for our subdivision and we already have 35 houses. Each house has at least 2 cars resulting in 70 vehicles so the traffic is already crowded for one entry/exit. There are many families in this subdivision with small children as well as pets. The new subdivision plan proposes 32 lots/potential houses. If each house has at least 2 cars that would add an additional 64 vehicles. This traffic will be a dramatic change for all of the existing homes in the Norwegian Meadows Subdivision. Norwegian road will change from being a low traffic road to a main road with a high volume of traffic if you allow access through it.
- (2) Currently the bus picks up the children on the corner of Baltic Pass & Lappland Crossing. Baltic Pass has a sharp corner that is blind (meaning you cannot see around it until you are already around the corner.) If you are walking, which many of us in this subdivision do, you already risk being hit by traffic coming at you unless you are walking in the homeowners grass. The children's bus stop is not far from this blind corner, and if we add more traffic to this, this is going to create a huge safety issue for the children who have to wait at the bus stop. We as parents should not have to worry that our children will actually be safe while waiting for the bus to come.
- (3) This new subdivision is NOT joining the Norwegian Meadows subdivision, but instead creating its own entity as Meadowlands. The buyers of the land are planning to fence in the new subdivision along Hwy K which would match the Whitaker Bay subdivision which is located on the other side of Road J and put a gated entry off Hwy J. This would not blend with our subdivision and we believe that our existing subdivision containing of 35 houses should continue to be a separate subdivision meaning that it would not attach to the new subdivision by using our roads as a

Norwegian Meadows Sub-Division Petition

through access point. All of the homes in the Norwegian Meadows subdivision would be affected by the traffic of these new homes if you allow the through access at each of the three current dead ends located at Norwegian Road, Baltic Pass and Ireland Court.

- (4) There could potentially be more costs in order to make it safe for both vehicles and pedestrian traffic if you were to allow access at these three said points (Norwegian Road, Baltic Pass & Ireland Court). Things that would be considered when thinking of the safety would be speed bumps, stop signs, sidewalks, ect. Norwegian Meadows currently is not equipped with any of these safety items. If you allowed a separate entry for the new subdivision, the roads would not be as long and therefore would result in slower traffic, avoiding having to add any extras to reduce the speed.

We understand that per the County Codes, there must be access to a main road (in this case Hwy K) for all emergency vehicles. The woman who appeared for the County indicated that the drive ways must be at least 500 feet apart from another and that visibility is something they also consider when deciding if an entry way to a main road is allowed.

We are strongly requesting and encouraging that you reconsider where the entry access will come from to this new subdivision and look at the safety issues of both the vehicles and the pedestrian traffic. There is currently a driveway for the existing farm house on the said property that was sold. The plans showed that the new developers were planning to eliminate the driveway access to the farm house and move it to the inside of the new subdivision. We are asking that since they are eliminating this driveway, that you consider allowing the new subdivision to create their own separate entry way through the existing driveway or on the side of the farm house lot. This would allow for the new subdivision to stay its separate entity as it is not joining in on the existing Norwegian Meadows Subdivision, and eliminate all concerns with the safety of the children/pedestrian traffic as well as the vehicle traffic. By allowing this separate entry way, you will avoid any further issues with the existing homes in the Norwegian Meadows Subdivision, Whittaker Bay subdivision and all homes on Road J. Further, there is no road across Hwy K from this proposed location, so by approving this as an entry to the new subdivision it would eliminate backups due to traffic and allow more visibility to enter Hwy K from this location. If they allowed access through Norwegian Road which has an existing Road (Norwegian South) directly across on the other side of Hwy K, this would cause more backups due to heavier traffic coming from both the North Side and has a higher probability for accidents as a result. Another thing to note is that all of the other subdivisions off of Hwy K have their own entry/exit onto Hwy K. This would be the only situation where this continuity would differ.

With all of the above information, we ask that you please reconsider giving access through our subdivision to the new subdivision by means of Norwegian Road, Baltic Pass and Ireland Court. We are hoping you will reopen the idea of allowing the new subdivision to take the existing access to Road K from the farm house which is located on the sold land and if not able to use that driveway, creating a new entry point to the right or left of the existing farm house lot. We are not asking for something that is not already there, we are simply asking for the current driveway to be replaced with an entry way to the subdivision.

Thanks for your Time.

Lance & Angela Weber

RESOLUTION NO. 2019-18

WHEREAS, Ireland Farms, LLC, is the owner of a parcel of land described on Exhibit A attached hereto; and

WHEREAS, said property is located in the West 1/2 of the Southwest 1/4 of Section 24, Town 8 North, Range 17 East, in the Town of Oconomowoc and is more specifically located at N67 W34891 CTH "K", containing approximately 46.85 acres; and

WHEREAS, the present zoning is A-T Agricultural Transition District, and the proposed zoning is R-2 Residential District; and

WHEREAS, the proposed land use is a single-family residential development with 32 lots and two outlots; and

WHEREAS, the proposed development complies with the Town of Oconomowoc Land Use Plan-2035 and the Waukesha County Development Plan which designates this area in the Low-Density Residential Category allowing development of 20,000 square feet to 1.4-acre lot size per dwelling unit; and

WHEREAS, a public hearing was held on this proposed development on November 4, 2019.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Town Board of the Town of Oconomowoc hereby approves rezoning of the subject 46.85-acre parcel to R-2 Residential District as described on the attached Exhibit A.

BE IT FURTHER RESOLVED that this rezoning is subject to the Town of Oconomowoc Planner's recommendation contained in his Report and Recommendation dated November 8, 2019 (copy attached).

DATED: 12-16-19

TOWN OF OCONOMOWOC

By: Robert C. Hultquist
Robert C. Hultquist, Chairman

ATTEST:

Lori Opitz
Lori Opitz, Clerk

EXHIBIT A

LEGAL DESCRIPTION

All that part of the West 1/2 of the Southwest 1/4 of Section 24, Town 8 North, Range 17 East, in the Town of Oconomowoc, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Southwest 1/4 of said Section 24; thence South, along the West line thereof, 2057.6 feet to an iron pipe; thence East 700 feet to an iron pipe; thence North 50° 15' East, 887 feet to an iron pipe on the East line of said West 1/2 of said Southwest 1/4; thence North along said East line 1496 feet to a stone monument on the North line of said 1/4 Section; thence South 89° 48' West 1381.6 feet to place of commencement.

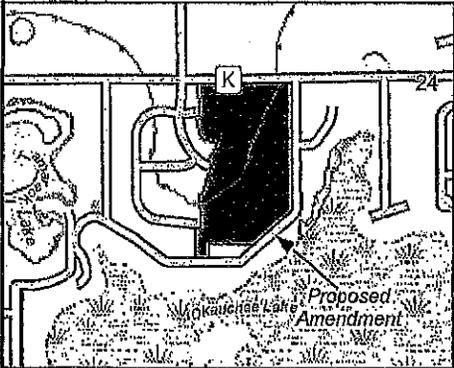
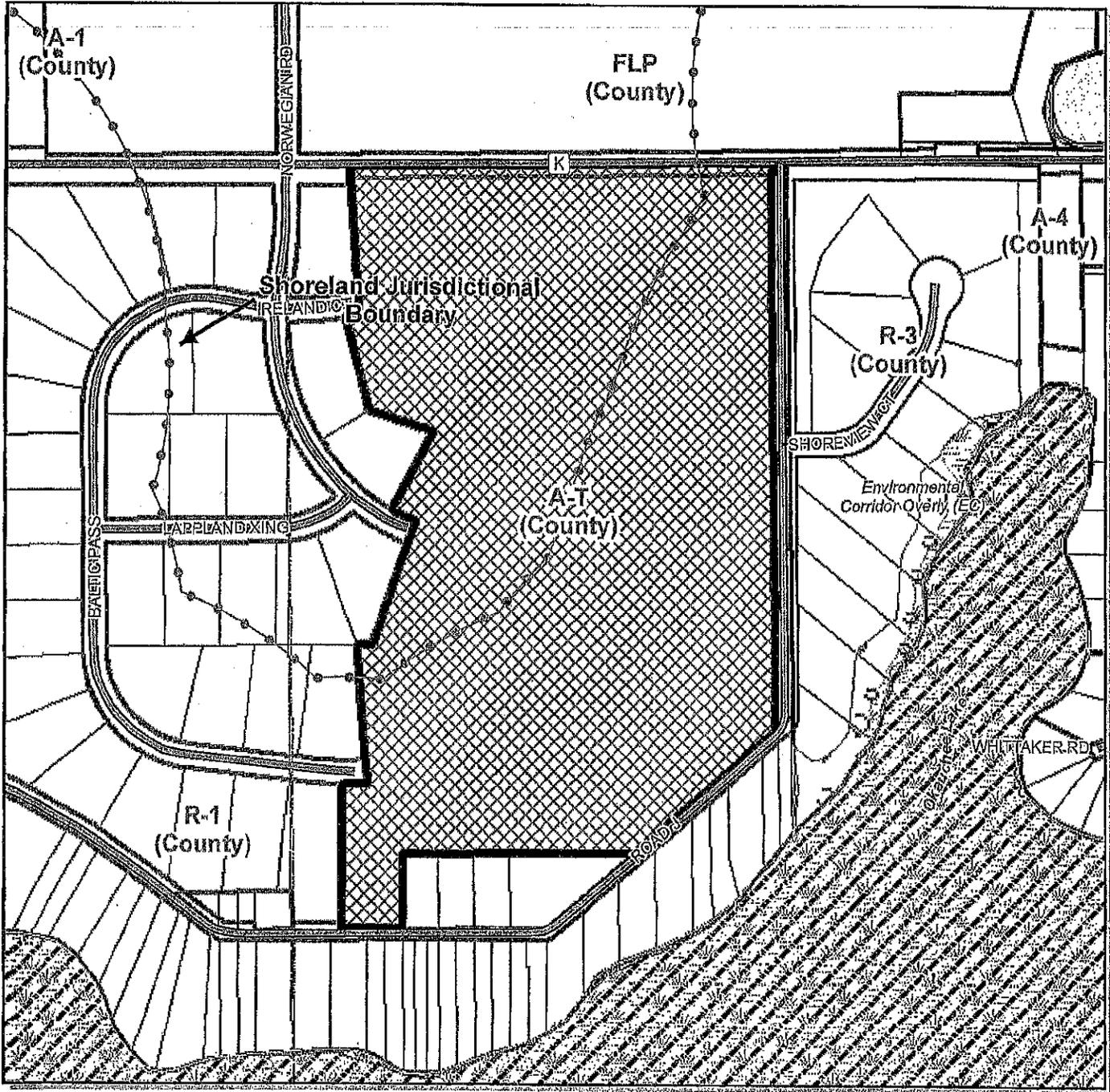
EXCEPTING THEREFROM those parts thereof described in Warranty Deeds recorded as Documents Numbered 772063, 805277, 811649 and 1757349.

Tax Key No. OCOT 0527.997

ADDRESS: N87, W34891 CTH K

ZONING AMENDMENT

PT OF THE WEST 1/2 OF THE SW 1/4 SECTION 24,
TOWN OF OCONOMOWOC

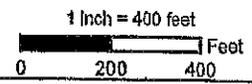


 COUNTY ZONING AMENDMENT CHANGE FROM A-T AGRICULTURAL TRANSITION DISTRICT TO R-2 RESIDENTIAL DISTRICT (46.8 AC)

FILE.....RZ48
 DATE OF PLAN COMMISSION.....1/16/20
 AREA OF CHANGE.....46.8 ACRES
 TAX KEY NUMBER.....OCOT 0527.987.004



Prepared by the Waukesha County Department of Parks and Land Use



1 AUTHORIZE THE DEPARTMENT OF PARKS AND LAND USE TO ENTER INTO AN
2 AGREEMENT AND ACCEPT GRANT FUNDING FROM THE WAUKESHA COUNTY
3 LAND CONSERVANCY TO COMPLETE HABITAT RESTORATION IN THE MIDDLE
4 FOX RIVER WATERSHED AND MODIFY THE DEPARTMENT'S 2020 BUDGET ...
5
6

7 WHEREAS, the Waukesha County Park System has over 9,000 acres of parkland and greenway
8 managed according to detailed land management plans; and
9

10 WHEREAS, the Waukesha County Land Conservancy, Inc., a non-profit conservation
11 organization, has obtained a National Fish and Wildlife Foundation Five Star Grant to conduct
12 habitat restoration and land management in the Middle Fox River Watershed; and
13

14 WHEREAS, the Waukesha County Land Conservancy has agreed to partner with Waukesha
15 County, along with several other local organizations, to conduct restoration activities on 100
16 acres of wetland and riparian areas, remove invasive species on 100 acres, improve management
17 practices on over 1,100 acres, conduct citizen science monitoring on restored sites for future land
18 management planning and engage hundreds of volunteers; and
19

20 WHEREAS, the Waukesha County Land Conservancy will provide Waukesha County grant
21 funding totaling \$15,000 to hire a natural land management intern to conduct restoration
22 activities including recruitment and coordination of volunteers; and
23

24 WHEREAS, Waukesha County will provide a match contribution totaling \$10,503 in staff time
25 and materials to complete the restoration work as previously defined in the County's natural land
26 management plans for 70 acres of County property.
27

28 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
29 that the Waukesha County Department of Parks and Land Use is authorized to enter into an
30 agreement and accept grant funding from the Waukesha County Land Conservancy.
31

32 BE IT FURTHER ORDAINED that, the Director of Parks and Land Use or his designee is
33 authorized to execute the partnership agreement on behalf of Waukesha County, together with
34 any other documents necessary to accomplish the intended transaction.
35

36 BE IT FURTHER ORDAINED that the Department of Parks and Land Use General Fund budget
37 is modified by increasing personnel cost appropriations by \$15,000 related to temporary extra
38 help and increasing general government revenues by \$15,000 to cover costs associated with this
39 project.

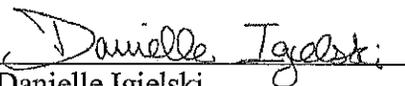
FISCAL NOTE

AUTHORIZE THE DEPARTMENT OF PARKS AND LAND USE TO ENTER INTO AN AGREEMENT AND ACCEPT GRANT FUNDING FROM THE WAUKESHA COUNTY LAND CONSERVANCY TO COMPLETE HABITAT RESTORATION IN THE MIDDLE FOX RIVER WATERSHED AND MODIFY THE DEPARTMENT'S 2020 BUDGET

This ordinance authorizes the Department of Parks and Land Use to accept grant funding to complete habitat restoration in the Middle Fox River Watershed. This ordinance also appropriates \$15,000 of personnel cost expenditure authority and increases the general government revenue budget by \$15,000.

The National Fish and Wildlife Foundation awarded grant funds to the Waukesha County Land Conservancy, which will pass along funding to the Waukesha County to conduct restoration activities. The department plans to use this funding to pay for a natural land management intern (temporary extra help) to help carry out these activities. As part of the grant award, the department has pledged to provide \$10,503 in matching staffing, which is already included in the 2020 budget, and equipment usage toward these efforts. The grant award is through December 31, 2020.

This ordinance pertains to a one-time grant, and there is no direct tax levy impact.



Danielle Igielski
Accounting Services Manager

2/4/2020

BPD

JE#2020-00000971

Referred on:

File Number:

Referred to:



Five Star & Urban Waters Restoration Program Full Proposal Project Narrative

Instructions: Save this document on your computer and complete the narrative in the format provided. *Do not change the formatting (Times New Roman 11pt font, ¼ inch margin).* The final narrative should not exceed six (6) pages. Do not delete the text provided below. Upload completed document as a PDF or MS Word file into the on-line application as instructed. Bulleted lists may be used.

1. Specify the total acres the project will restore and identify the target watershed and focal species/habitat.

Describe the project's connection to the watershed and explain the need for the project. Show total magnitude/relative impact of the project (acres restored, etc.); identify the watershed and any targeted species; explain how the project complements or implements existing national, state or regional watershed management plans, state wildlife action plans or species conservation plans; and, identify overall key threats to targeted species and watershed.

Total magnitude/relative impact of the project: Waukesha County Land Conservancy (WCLC) and Waukesha County Parks (WCP) are partnering to restore the primary environmental corridor (PEC) and natural areas along the Fox River and the surrounding Fox River watershed, providing significant conservation and stewardship benefits to Waukesha County, WI and adjacent regions. The project will improve water quality, wildlife habitat, and species diversity across 8 protected preserves within the 248-square-mile Middle Fox River watershed. The preserves total 1,468 acres and have 1.57 miles of Fox River frontage. Each of the 8 preserves is designated as a natural area of regional significance (i.e., classified NA-2 by Southeast Wisconsin Regional Planning Commission [SEWRPC]), comprises PECs, and supports hundreds of rare plant and wildlife species and species of regional conservation interest (SRCIs). The partners will:

- **restore 100 acres of wildlife habitat, in-stream habitat, and river frontage and improve overall management practices on 1,100 acres**, ensuring the health of hundreds of species from multiple taxa groups;
- **improve water quality** by restoring natural ecological processes and stream-bank buffers to provide improved bank stabilization, fisheries, nutrient recycling, and erosion control, limiting sedimentation;
- **restore native plant communities** and reduce interspecific competition for resources by removing non-native and invasive plants and shrubs, in part by reintroducing prescribed burns;
- **monitor herptile, bat, and bird populations** across 6 preserves and 1 stream to measure the effectiveness of habitat restoration and water-quality improvement efforts.

Watershed, targeted species, and overall key threats: The Middle Fox River watershed is the largest in the Fox River Basin, spanning multiple counties in Southeast Wisconsin. Land cover in this watershed is primarily "rural" and has predominant agricultural cover (41%), as defined by the Wisconsin Department of Natural Resources (WDNR). Other "rural" uses include grasslands (18%), wetlands (14%), and forests (13%). Urban areas comprise a relatively small amount (4%) of the land cover. The WDNR categorizes the entire stretch of the Fox River that runs through the Middle Fox River watershed as "impaired," and many adjacent streams and lakes do not meet water quality standards.

The main factors that are impairing these waterbodies, critically sensitive habitats, and connecting corridors are (a) the proliferation of invasive species; (b) development and agricultural runoff, which causes excessive nutrient and sediment loading, high water temperatures, and harmful algae growth, threatening native aquatic plant communities, recreational access, and local health; and (c) the loss of buffers around waterways and hydrologic features, which degrades wildlife habitat and recreational access, negatively affecting the environment and the economy.

Property significance and rare species: For detailed information about the project areas, see the attached document, "Property Significance and Associated Rare Plant and Wildlife Species." There are 54 species of plants and 21 species of wildlife that are probable to occur within our properties for breeding and/or

migratory habitat that are considered to be rare, threatened, or endangered: 23 bird, 1 mammal, 4 fish, 3 mussel, 1 snake, and 1 turtle species (Wisconsin Natural Heritage Inventory/eBird/SEWRPC). The following are state designations unless otherwise specified. (SC = special concern, THR = threatened, E = endangered, U = locally uncommon)

Rare mussels: ellipse/*Venustaconcha ellipsiformis* (THR), slippershell/*Alasmidonta viridis* (THR), elktoe/*Alasmidonta marginata* (SC)

Rare fish: lake chubsucker/*Erimyzon sucetta* (SC), pugnose shiner/*Notropis anogenus* (THR), slender madtom/*Noturus exilis* (E), starhead topminnow/*Fundulus dispar* (E), least darter/*Etheostoma microperca* (SC)

Rare herptiles: Blanding's turtle/*Emydoidea blandingii* (SC), spotted salamander/*Ambystoma maculatum* (U), mudpuppy/*Necturus maculosus* (U)

Rare birds: Bell's vireo/*Vireo bellii* (THR), red-shouldered hawk/*Buteo lineatus* (THR), cerulean warbler/*Setophaga cerulea* (THR), hooded warbler/*Setophaga citrina* (THR), prothonotary warbler/*Protonotaria citrea* (THR)

Rare mammals: big brown bat/*Eptesicus fuscus* (THR), little brown bat/*Myotis lucifugus* (THR), northern long-eared bat/*Myotis septentrionalis* (THR), eastern pipistrelle/*Perimyotis subflavus* (THR), silver-haired bat/*Lasiurus noctivagans* (SC), hoary bat/*Lasiurus cinereus* (SC), eastern red bat/*Lasiurus borealis* (SC)

Rare invertebrates: rusty patched bumblebee/*Bombus affinis* (federally END)

National, state, or regional watershed-management plans; state wildlife action plans; and species - conservation plans that this project supports: The project is consistent with the following management plans and/or reports that address the need for habitat restoration and the removal of invasive species:

- **WDNR-1:** *Wisconsin's Priority Conservation Opportunity Areas for Wildlife Species of Greatest Conservation Need* (WDNR, revised 2017) identifies the Middle Fox River watershed as an aquatic opportunity area.
- **WDNR-2:** *Wisconsin Land Legacy Report: An Inventory of Places to Meet Wisconsin's Future Conservation and Recreation Needs, Interim Forest Management Plan, Vernon Marsh* (WDNR, 2015) identifies significant areas in the watershed.
- **WDNR-3:** *Wisconsin's Nonpoint Source Program Management Plan* (WDNR, federal fiscal years 2016–2020) supports habitat protection and restoration to improve water quality.
- **WDNR-4:** *Reversing the Loss: A Strategy to Protect, Restore, and Explore Wisconsin Wetlands* (WDNR 2008) follows recommended restoration methods (see p. 12).
- **WDNR-5:** State natural area plans (<https://dnr.wi.gov/topic/Lands/naturalareas/>, n.d.) recommend the control of invasive species to maintain ecological integrity.
- **WDNR-6:** *Wisconsin's Wildlife Action Plan* (WDNR, 2015) promotes concentrated public access points, limited recreational activities in the habitats of species of greatest conservation need (particularly during breeding seasons), protection of site hydrology, and early detection and management of invasive species.
- **SEWRPC-1:** *A Regional Natural Areas and Critical Species Habitat Protection and Management Plan for Southeastern WI: Planning Report #42* (SEWRPC, 1997, amended 1998, 2009, and 2010) identifies properties in need of protection to maintain populations of endangered, threatened, and rare species.
- **SEWRPC-2:** *Southeastern Wisconsin Fox River Commission Implementation Plan* (SEWRPC, 2011–2020) recommends improving water quality and controlling invasive species
- **WC-1:** *Waukesha County Land and Water Resource Management Plan, 2012 Update* (Waukesha County Land Resources Division, 2012) recommends the preservation of PECs and controlling invasive species.

2. Who will be involved in the planning and implementation phases of the project? State the number of community members directly engaged or impacted. Describe community characteristics of the project area and identify any underserved or high-need communities. Explain the role each partner will play in planning and implementing the project and include the total magnitude/relative impact of the project (# people engaged, etc.). Use poverty statistics, school lunch data or demographic records to articulate high-need or underserved communities and identify how the project increases community members' access to nature and

decreases their potential risk of harm from potential environmental hazards.

Number of community members directly engaged/impacted: We will dramatically increase the number of citizens we engage with and impact via our conservation and education efforts, broadening our outreach from 400 to 1,000 citizens. These combined efforts will allow us to increase our volunteer base from 175 to 300; improve our internship capacity from 30 to 40 annually; perform essential habitat restoration on 100 acres across our 8 preserves; and provide education to 75 more K-12 students.

Community characteristics/statistics of underserved/high-need communities: We will recruit citizens from Waukesha County's underserved and underprivileged Latin-X and African American communities (17,775 and 12,347 citizens, respectively), many of whom face a severe and disproportionate nature deficit.

Partners' roles in planning and implementation: We founded an alliance of conservation organizations to dramatically diversify our constituency and broaden our reach; share resources, tools, and expertise to maximize efficiency; and establish and institutionalize alliance-wide priorities and processes to leverage strengths and operate as one highly effective team. Leading alliance members include **WCP** and **The Nature Conservancy (TNC)**, which host joint workdays with WCLC and provide technical expertise, tools, and equipment, allowing us to define and share world-class best-management practices and protect entire ecosystems. We will promote the Waukesha County Environmental Education School Guide (see attached document) to teachers so that they can engage with WCP's Retzer Nature Center and deliver environmental education to their students using existing programs. Additionally, we will continue to work with **Carroll University (CU)** to further develop our experiential learning program, and we will build a relationship with **Waukesha County Schools** to engage K-12 students in conservation education and outreach activities on our preserves. **The University of Wisconsin-Milwaukee (UW-M)** and other partners will also contribute to these educational efforts.

Increasing community members' access to nature: To better engage our underserved and underprivileged constituents, we will meet with community leaders from our Latin-X and African American communities; university professors such as Dr. Elena DeCosta of CU; K-12 educators at schools such as **La Casa de Esperanza**, which serves a primarily Latin-X demographic; and Andre Gonzalez, vice president and chief diversity officer of **Froedtert Medical** and a WCLC board member who is associated with the **Hispanic Collaborative Network**. We will hire an education and outreach manager to lead these efforts and actively recruit citizens from these communities to join our committees so that they can contribute to the development of the program. We will work with our partners to provide accessible transportation to and from natural areas, and we will collaborate with **Wisconsin Hero Outdoors**, an organization that serves veterans and first responders, and the **Laudato Si' Project**, which seeks to restore human connections to nature, to diversify our outreach efforts. By offering fun and engaging volunteer and recreation opportunities, we can inspire a love of nature in more of our citizens.

3. Will your project involve a USFWS-designated National Wildlife Refuge or Migratory Bird Treaty Area? See Funding Availability in RFP and answer only if applicable. No.

4. If your project is located in one of the corporate-sponsored urban areas requesting a community service opportunity, describe the type of day-long community service event you propose to host for up to 50 employees of our corporate sponsor and your partnership's capacity to carry out this event. Include event location, specific activities and approximate date. See Funding Availability in RFP and answer only if applicable.

This project is located within 6 miles from a FedEx headquarters in New Berlin, WI. In the spring or fall of 2020, we will host a volunteer day for FedEx employees for stewardship and monitoring significant preserves.

II. CONSERVATION AND OUTREACH ACTIVITIES

5. For each conservation metric, identify and briefly describe the major restoration activity that your

partnership will undertake. For each metric, list major restoration activities and describe how each will meaningfully advance the project's conservation goals and improve the health of the watershed and focal species/habitat.

1. **Land, wetland, and riparian restoration: 100 acres** of wetland and riparian areas restored by invasive species removal
2. **Improved management practices: 1,100 acres under new management** (1000 under WCP and 100 under WCLC) to optimize conservation planning, implementation, and monitoring
3. **Removal of invasive species: 100 acres cleared of invasive species** by WCP (70 acres) and WCLC (30 acres) including woody species (e.g., buckthorn, honeysuckle, autumn olive, Japanese barberry, burning bush) and herbaceous species (e.g., garlic mustard, purple loosestrife, phragmites, dame's rocket)
4. **Implementation for stormwater runoff: stormwater runoff prevented** by restoring habitat and strategically planting trees in areas dominated by invasive reed canary grass and on former agricultural areas; restored terrestrial communities, reduced surface flow, erosion control, enhanced nutrient retention and recycling, and improved water quality
5. **Monitoring: 1 stream and 6 sites monitored** by citizen-scientist volunteers for herptiles, bats, and birds; collected data incorporated into land-management plans to drive future conservation and restoration efforts; annual vegetative and wildlife monitoring conducted to ensure project success

6. For each outreach/educational and conservation metric, briefly describe each corresponding, major educational/outreach activity that your partnership will undertake. For each metric, list major outreach/educational activities and describe how each will meaningfully advance the educational and conservation goals of the project and benefit the targeted communities.

1. **Volunteer participation: 300 volunteers participating. Outreach/education/technical assistance: 1,000 people reached.** As part of the Community Conservation Partnership program, we will engage more people in citizen-science restoration and monitoring activities. We will distribute educational materials on invasive-species management and protecting and stewarding land and water; hold educational workshops; and conduct volunteer days for invasive-species removal and trash clean-up. These workdays will be advertised on our Facebook pages, websites, and through direct mail.
2. **Teachers engaged: 6 teachers.** WCLC will promote WCP's Retzer Nature Center's courses, outlined in the Waukesha County Environmental Education School Guide, to teachers; hold educational events on our preserves and at WCP's Retzer Nature Center; and provide transportation to those who lack it.
3. **Economic benefit: 5 jobs sustained, 2 jobs created.** WCLC will sustain 2 FTE jobs, 2 part-time internships, and 6 unpaid internships that prepare students for employment. WCLC will create a permanent education and outreach position, and WCP will create 1 limited-term, FTE natural land-management internship. We will continue to contract local businesses for restoration and stewardship services.
4. **Building institutional capacity: 12 contributing organizations.** This project leverages the potential of our newly formed conservatism alliance to build and strengthen partnerships with local organizations and municipalities. We will collaborate to steward and restore the large protected properties adjacent to the Fox River and surrounding land owned by the Village of Big Bend. We will partner with adjacent landowners to maximize ecological impact. With the help of CU and UW-M students, we will provide workshops and workdays to increase environmental knowledge within the community.
5. **Building institutional capacity: 3 FTE and 12 interns with sufficient training.** The WCLC land stewardship manager, interns, and WCP biologist will attend 3 conferences and training sessions to increase their knowledge of best management practices. Through 2020, we will train over 12 interns on plant identification, monitoring, etc.

6. What are your long-term educational and conservation outcomes for this project and how will you measure progress? Include your conservation target species, habitats and/or any threats to these species and habitats you will address. Explain how this project will contribute to these long-term outcomes and how you will disseminate results and apply lessons learned to future efforts.

Long-term education and conservation outcomes:

- To restore numerous ecologically significant habitats that support hundreds of rare species (see Question 1 response and attached document, “Property Significance and Associated Rare Plant and Wildlife Species”), tripling the number of restored acres from 100 to between 500–700 by 2025;
- use data about rare species, SRCIs, and their associated habitat types—such as the red-shouldered hawk and contiguous bottomland forest—to **measure success throughout long-term restoration and enhancement** and share this information via an online citizen-science platform;
- **improve regional water quality**, particularly of the Middle Fox River watershed and its connected water features within the Illinois Fox River Basin, by restoring natural ecological processes that mitigate the effects of agricultural runoff;
- **dramatically increase nature access for all**, doubling, by 2025, the number of citizens we serve;
- **establish relationships with nearby schools and community groups** (e.g., Wisconsin Hero Outdoors) to engage them in conservation and stewardship processes;
- **engage volunteers**, which will be shared across organizations, to perform essential stewardship tasks, increasing our volunteer base to over 500 individuals by 2023; and
- **deploy the Adopt-a-Preserve program** across our portfolio of properties to significantly increase funding from businesses, as well as a **planned-giving program** for individuals to fund an endowment for long-term restoration and stewardship.

Disseminating best practices and applying lessons learned: We will establish a set of conservation and education standards, best practices, and training—to be shared publicly via online libraries, a citizen-science information system, and a stewardship-management system—to transfer working knowledge and know-how to future alliance leaders, institutionalize alliance-wide priorities, and ensure sustainability; meet with alliance partners on a regular basis to agree upon best practices; recruit new partners, who will benefit from our expertise and provide their own, reducing duplicate effort and assisting them in leap-frogging their practices; and apply these practices across our portfolio of 33 properties to continually incorporate plant-, water-quality-, and wildlife-monitoring data into our adaptive management planning. We will seek to present a report of project best practices and lessons learned at either the 2019 or 2020 Fox River Summit.

III. MATCHING CONTRIBUTIONS & CAPACITY BUILDING

7. **Complete the table to describe how all partners are involved in the project. The project must have at least 5 diverse partners contributing a variety of expertise to the project. All partner contributions should include a dollar value equivalent and each should correspond exactly to the “matching contributions” section of your Easygrants proposal while expanding on partner roles. Add rows as needed.**

	Partner (organization /individual)	Qualifications (project-related skills/expertise)	Contribution/s (goods or services provided)	Value of Contribution/s (\$ equivalent)
1	WCP and the WCP Retzer Nature Center	Technical expertise, staff labor	Technical expertise, labor, coordination; volunteer/corporate workdays/educational events; citizen-science and wildlife monitoring resources; Waukesha County Environmental Education School Guide/other guidance	\$10,502.80
2	Greater Milwaukee Foundation	Funder	Funding for an FTE education/outreach manager to coordinate Community Conservation Partnership alliance of conservation/education organizations	\$10,000.00

(Table Continued on next page)

	Partner (organization /individual)	Qualifications (project-related skills/expertise)	Contribution/s (goods or services provided)	Value of Contribution/s (\$ equivalent)
3	UW-M	Volunteer labor, education	Volunteers/interns for land management plans, workdays, invasive-species removal, create educational materials	\$3,000.00
4	CU	Volunteer labor education	Volunteers/interns to remove invasive species, create educational materials	\$1,250.00
5	Wisconsin Hero Outdoors	Volunteer labor	Volunteer hours to remove invasive species	\$2,000.00
6	Corporate volunteers	Volunteer labor	Volunteer hours to remove invasive species (from Kohl's, GE, FedEx, etc.)	\$3,500.00
7	WCLC Restoration Services and Staff Time	Technical expertise, staff labor	Additional restoration services and staff time	\$3,000
8	Volunteers	Volunteer labor	Restoration, Stewardship, Monitoring, Education and Outreach Volunteers	\$2,000
			Total:	\$35,252.80

9. Describe how the project partnership will build capacity for expanding community stewardship in the area. Discuss the relationships (new and existing) that you and your partners have with each other and the target audiences, and how this will influence future community stewardship efforts.

For over 10 years, WCLC, WCP, TNC, and Tall Pines Conservancy have partnered to protect, restore, and steward land and water in Waukesha County and educate the public about these important efforts. This project will elevate these relationships to a **true strategic partnership so that we can** operate like one organization and engage citizens of all ages and backgrounds in nature and volunteer activities. We will dramatically increase our impact by sharing resources, tools, and expertise; eliminating duplicate effort; and simplifying the ways in which people can engage with our organizations. Together, we will implement a citizen-science program that provides people with opportunities to learn to care for and love nature. In the words of David Attenborough, "No one will protect what they don't care about; and no one will care about what they have never experienced."

We seek to strengthen our relationship with the Southeastern Wisconsin Fox River Commission, WCP's Retzer Nature Center, and local organizations that serve veterans (e.g., Wisconsin Hero Outdoors) and our underprivileged and minority Latin-X and African-American communities. We will build new relationships with K-12 schools in Waukesha County and promote the Waukesha County Environmental Education School Guide to interested teachers. These efforts will dramatically increase our connections with thousands of young people and adults within our community.

10. Explain your plan for monitoring project achievements beyond the project period (3 years or more). Include brief details as to how your partnership will ensure the sustainability of the project's results.

Under the leadership of WCP biologist Julia Robson, we will jointly implement monitoring protocol and information systems and continually recruit and train citizen-scientists of all ages. We will fully leverage and expand upon information from existing databases including the DNR's Natural Heritage Inventory, i-Naturalist, and e-Bird. We will seek funding from public and private sources to ensure the long-term success of our monitoring program. Using ArcCollector, we will create detailed inventories of project areas including managed species and their infestation levels pre- and post-restoration. Species inventories including breeding bird, bat, and herptile surveys will be conducted in order to establish baseline conditions from which to monitor target species'

long-term responses to restoration activities. All monitoring data will be incorporated in adaptive management.



Waukesha County

Department of Parks and Land Use

AGREEMENT

This AGREEMENT is made and entered into by and between Waukesha County, whose principal address is 515 West Moreland Boulevard, Room AC 230, Waukesha, WI 53188 (the "COUNTY") and Waukesha County Land Conservancy (the "WCLC") whose principal address is W229 N1433 Westwood Dry, Waukesha, WI 53186 for the purpose of a project partnership for the National Fish and Wildlife Foundation Five Star Grant (the "NFWF") to complete the *Habitat Restoration, Monitoring and Community Conservation in the Middle Fox River Watershed* Project (the "PROJECT") on COUNTY and WCLC properties (the "PROPERTIES"), contingent upon grant award and necessary approvals.

PRELIMINARY RECITALS

WHEREAS, the COUNTY is the owner and operator of the COUNTY PROPERTIES:

Fox River Greenway
Fox Bend Park
Fox River Park
Minooka Park

WHEREAS, the WCLC is the owner and operator of WCLC PROPERTIES:

Theisen Preserve
Martin's Woods
Geigner Preserve
Carter Family Fen
Hartland Marsh

WHEREAS, the COUNTY wishes to partner with the WCLC to complete the PROJECT.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the receipt and adequacy of which are acknowledged, the COUNTY and WCLC agree to the following:

1. TERM:

- a. This AGREEMENT is contingent upon NFWF grant award, contract execution between the WCLC and NFWF, COUNTY Board approval and execution of this AGREEMENT by COUNTY and WCLC.
- b. Upon execution, the AGREEMENT will remain in effect until December 31, 2020.
- c. This AGREEMENT is renewable for up to one additional year based on PROJECT completion and available funding.

2. SERVICES:

- a. WCLC Agrees to:

- i. Comply with contract provisions set forth in NFWF grant and related grant proposal and project narrative which is attached hereto as Exhibit A and incorporated herein by reference.
- ii. With respect to WCLC PROPERTIES, provide all necessary personnel, supervision, equipment, site access and training in the management of WCLC staff, partners and volunteers to conduct restoration activities as identified in Exhibit A.
- iii. WCLC personnel shall not be employees of, or have any other contractual relationships with the COUNTY.
- iv. Comply with all State and Federal Rules and Regulations, applicable to the services covered by this AGREEMENT.
- v. Maintain full responsibility as to services to be provided to NFWF by the WCLC under this AGREEMENT and as identified in Exhibit A.
- vi. With respect to WCLC PROPERTIES, determine the methods, procedures, and personnel policies to be used in executing the PROJECT. Those determinations will be made with the utmost care being given to the safety of the staff and volunteers.
- vii. WCLC agrees to reimburse the COUNTY-\$15,000 on a bi-monthly basis after WCLC has been provided all necessary documentation from COUNTY to substantiate its performance according to the NFWF grant and this AGREEMENT. This shall include documenting staff or paid intern time per each reimbursement period individually and in total, and COUNTY match contributions per each reimbursement period individually and in total. COUNTY shall provide the herein called for documentation no later than one week before WCLC submits requests for grant funding to NFWF. WCLC shall disperse reimbursement to COUNTY within one week of receipt of actual funds from NFWF. WCLC will submit requests for grant funding to NFWF on the first Tuesday of every other month starting March 3, 2020. Said grant funds will be used to hire and train a Natural Land Management Intern to conduct required COUNTY PROJECT activities.

b. COUNTY Agrees to:

- i. Comply with contract provisions set forth in NFWF grant and related grant application which is attached hereto as Exhibit A.
- ii. With respect to COUNTY PROPERTIES, provide all necessary personnel, supervision, equipment, site access and training in the management of Waukesha County Park staff, partners and volunteers to conduct restoration activities as identified in Exhibit A.
- iii. Comply with all State and Federal Rules and Regulations, applicable to the services covered by this AGREEMENT.
- iv. Maintain full responsibility as to services to be provided to NFWF by the COUNTY under this AGREEMENT and as identified in Exhibit A.
- v. With respect to COUNTY PROPERTIES, determine the methods, procedures, and personnel policies to be used in executing the PROJECT.
- vi. The County agrees to utilize the grant funding totaling \$15,000, to hire and train a Natural Land Management Intern to conduct required COUNTY PROJECT activities, and to track associated intern time to submit to WCLC one week prior to WCLC submitting reimbursement requests to NFWF, as required in 2(a) (vii) above.
- vii. The COUNTY agrees to provide \$10,503 in matching grant contributions including staff time to conduct, plan and facilitate restoration activities, use of forestry equipment and monitoring equipment to complete required COUNTY PROJECT activities, and to track associated match contributions to submit to WCLC one week prior to WCLC submitting reimbursement requests to NFWF, as required in 2(a) (vii) above.
- viii. The COUNTY agrees to provide any and all necessary information to WCLC to complete the interim programmatic report one week before the report is due to NFWF on July 1, 2020 and to provide any and all necessary information to WCLC to complete the final programmatic and financial report one week before the report is due to NFWF on January 30, 2021.

3. **SUPERVISION AND SAFETY:** WCLC assumes responsibility for the supervision of the above-described activities to be done at WCLC PROPERTIES and the safety of those who will participate in those activities.
4. **MAINTENANCE OF SPACE:** The COUNTY and WCLC have inspected their respective PROPERTIES and represent that it is safe and reasonably suited for the activities set forth in Exhibit A. It shall be the responsibility of the COUNTY and WCLC to ensure the safety and suitability of their respective PROPERTIES throughout the term of this AGREEMENT.
5. **EQUIPMENT:** The COUNTY and WCLC agree to independently provide necessary equipment for the PROJECT on their respective PROPERTIES for the PROJECT and neither party shall have responsibility to secure or store the other's equipment and assume no liability for any damages to the other's equipment, including theft.
6. **WAIVER/RELEASE:** The WCLC , for itself and its parents, subsidiaries, officers, employees, agents, assigns, servants and any other person or entity deriving or exercising rights from, through or on behalf of the WCLC (the "Releasing Parties"), releases, waives and discharges Waukesha County and its boards, commissions, departments, agencies, officials, employees, agents and servants (the "Released Parties") from all liability to the Releasing Parties for any and all loss, injury or damage, and any claim for damages resulting therefrom, whether known or unknown, past, present or future, on account of any injury, loss or damage to property of the Releasing Parties or to any other person, whether caused by the act, error or omission of Waukesha County or otherwise, arising from, in connection with or in any way related to the PROJECT contemplated in the NFWF Grant or this AGREEMENT.
7. **INDEMNIFICATION:** The WCLC shall defend, indemnify and hold harmless the COUNTY and all its boards, commissions, departments, agencies, officials, employees, agents and servants from and against any and all liability claims, demands, actions and judgments, together with any and all losses, costs, expenses, damages and fees, including attorney fees, that are in anyway related to or otherwise arising from or related to the performance of this AGREEMENT, including but not limited to any claim or liability arising out of or related to the projects occurring on WCLC PROPERTIES.
8. **COVENANT NOT TO SUE:** The WCLC, for itself and the other Releasing Parties (as defined in Paragraph 6), will not institute any lawsuit or legal action against Waukesha County or any other of the Released Parties (as defined in Paragraph 6), nor institute, prosecute or in any way assist in the institution or prosecution of any claim, demand, or cause of action for damages, costs, losses, expenses or compensation for or because of any damage, loss or injury to person or property or both, whether such damages, loss or injury to person or property or both is known or unknown or is past, present or future, arising from or in any way related to the service project contemplated in the NFWF Grant or this AGREEMENT.
9. **TERMINATION:** This AGREEMENT may only be terminated for cause by the COUNTY. "Cause" shall mean the occurrence of any of the following: (1) the WCLC's default of an obligation under this AGREEMENT that remains uncured for a period of five (5) days from receipt of written notice from the COUNTY or (2) a determination by NFWF to discontinue the PROJECT as contemplated by the NFWF Grant.
10. **SURVIVAL OF TERMS:** Paragraphs 6, 7 and 8 shall survive the termination of this AGREEMENT.
11. **NON-DISCRIMINATION:** In connection with the services to be provided, the WCLC will not discriminate against any person on the basis of age, race, religion, color, marital status, gender, sexual orientation, disability, national origin or 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 WCLC's premises during nonworking hours. WCLC may refuse to employ individuals based on conviction and arrest records only as allowed by sec. 111.335, Wis. Stats.
12. **ASSIGNMENT:** This AGREEMENT may not be assigned by the WCLC without the prior written

consent of the COUNTY.

13. **INDEPENDENT CONTRACTOR:** For purposes of this AGREEMENT, the WCLC is an independent contractor and not the employee or agent of the COUNTY.
14. **JURISDICTION/VENUE:** The circuit court of Waukesha County, Wisconsin, shall have exclusive jurisdiction for any legal proceedings concerning this AGREEMENT, and Waukesha County shall be the exclusive venue for such proceedings. All such proceedings shall be governed by the laws of the State of Wisconsin.
15. **RELATIONSHIP:** Nothing contained in this AGREEMENT shall constitute or be construed to create a partnership or joint venture between the COUNTY and the WCLC or successors or assigns. This AGREEMENT does not create the relationship of principal and agent.
16. **UNDERSTANDING REGARDING PROVISIONS:** The WCLC and COUNTY intend and agree that the covenant to not sue, waiver and release, and indemnification provisions of this AGREEMENT be as broad and inclusive as possible in order to afford complete protection from any type of loss to Waukesha County arising from PROJECTS on WCLC PROPERTIES, and that if any provision of this AGREEMENT be found invalid, the remaining provisions shall continue in full force and effect.
17. **NOTICES:** Notices required by this AGREEMENT shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this AGREEMENT shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this AGREEMENT shall be directed to the following representatives:

WCLC:
Attn: Meghan Wersel
Land Stewardship Manager
W229 N1433 Westwood Dr. #104
Waukesha, WI 53186

COUNTY:
Dale Shaver, Director
515 W. Moreland Blvd., Room AC230
Waukesha, WI 53188
(262) 896-8300

Waukesha County Land Conservancy, Inc.

Waukesha County

By: _____
Meghan Wersel
Land Stewardship Manager

By: _____
Dale R. Shaver, Director

Dated: _____

Dated: _____

1 MODIFY THE 2019 TRANSPORTATION FUND BUDGET FOR ADDITIONAL
2 TRANSIT EXPENSES AND STATE HIGHWAY OPERATIONS EXPENSES
3
4

5 WHEREAS, the Waukesha County Transit system is administered by the City of Waukesha; and
6

7 WHEREAS, revenue for the Waukesha County Transit system is a combination of funding from
8 Waukesha County tax levy, the State of Wisconsin Department of Transportation (WisDOT), the
9 Federal Transit Administration (FTA), and farebox revenue; and
10

11 WHEREAS, declining ridership has led to lower farebox revenues, resulting in a higher than
12 budgeted local share expenses to be paid by Waukesha County, with the program over budget by
13 \$120,000; and
14

15 WHEREAS, over budget Transit costs were mostly due to the weekday commuter routes that
16 extend into western Waukesha County, including routes 901/904/905 (from various locations in
17 Lake Country to the City of Waukesha, downtown Milwaukee, and the University of Wisconsin-
18 Milwaukee) and route 906 (between the Village of Mukwonago, Village of Big Bend, City of
19 New Berlin, and downtown Milwaukee), which were over budget by \$75,000 and \$19,000,
20 respectively; and
21

22 WHEREAS, the declining ridership and farebox trends causing the over budget situation were
23 identified by Public Works staff in 2019, and to help offset the budget concerns Public Works
24 staff recommended to discontinue route 906 on December 1, 2019; and
25

26 WHEREAS, the County Board voted to continue the Route 906 service until June 30, 2020; and
27

28 WHEREAS, the State of Wisconsin reimburses the County for storage of equipment and salt
29 used on state roads, and that reimbursement has exceeded 2019 budgeted revenues, with \$49,000
30 available to help cover over budget Transit costs; and
31

32 WHEREAS, Waukesha County Highway Operations earns revenue for the production, storage
33 and handling of winter materials (e.g., road salt, brine) sold to municipalities, which has
34 exceeded budgeted 2019 revenues, with \$71,000 available to cover the remainder of the over
35 budget Transit costs; and
36

37 WHEREAS, the Waukesha County Public Works Transportation Fund accounts for expenditures
38 and revenues associated with the maintenance of the State and County Trunk Highway systems;
39 and
40

41 WHEREAS, the State of Wisconsin reimburses the County for labor, equipment, material,
42 administration, and indirect expenses associated with work performed on the State Trunk
43 Highway system; and
44

45 WHEREAS, most of the work associated with State projects is routine and reimbursed through
46 the annual Routine Maintenance Agreement (RMA); and
47

48 WHEREAS, sometimes additional State discretionary funds are available, which allow the State
49 of Wisconsin Department of Transportation (WisDOT) to enter into additional one-time project
50 Discretionary Maintenance Agreements (DMA) with the County; and

51
52 WHEREAS, material expenses (e.g., crack filler, replacement guardrails) for State RMA and
53 DMA project work have exceeded 2019 budgeted amounts by \$190,000; and

54
55 WHEREAS, reimbursements from the State for project work materials has exceeded 2019
56 budgeted revenue and are available to fund above budget material expenses.

57
58 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
59 that the 2019 Department of Public Works Transportation Fund budget be modified by
60 increasing operating expenditure appropriations by \$120,000 in the Transit Program, increasing
61 interdepartmental revenues by \$49,000 and charges for services revenues by \$71,000 in the
62 County Highway Operations Program.

63
64 BE IT FURTHER ORDAINED that the 2019 Department of Public Works Transportation Fund
65 Budget be modified by increasing operating expenditure appropriations by \$190,000 and
66 increasing general governmental revenues by \$190,000 in the State Highway Operations
67 Program.

FISCAL NOTE

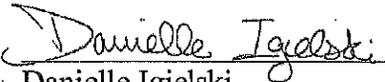
MODIFY THE 2019 TRANSPORTATION FUND BUDGET FOR ADDITIONAL
TRANSIT EXPENSES AND STATE HIGHWAY OPERATIONS EXPENSES

This ordinance modifies the 2019 Transportation Fund budget by increasing operating expenditure appropriations in the Transit program by \$120,000 and increasing interdepartmental revenues by \$49,000 and charges for services revenue by \$71,000. The County's Transit program is provided through third-party contracts and is administered by the City of Waukesha (Waukesha Metro). Federal and state funding provided through the Wisconsin Department of Transportation (WisDOT) covers a specific percentage of transit costs. Farebox revenues paid by riders also fund the program. Waukesha Metro bills the County for net Transit costs ("local share"), after subtracting the WisDOT and Farebox revenues received. Transit program costs are above-budget by \$120,000 mostly due to declining ridership and lower farebox revenues, largely due to the weekday commuter routes. This includes routes 901/904/905 (from various locations in Lake Country to the City of Waukesha, downtown Milwaukee, and the University of Wisconsin-Milwaukee) and route 906 (between the Village of Mukwonago, Village of Big Bend, City of New Berlin, and downtown Milwaukee), which were over budget by \$75,000 and \$19,000, respectively.

There are other revenue sources in the Transportation Fund, in the Highway Operations program, that are above budget and available to fund increased Transit expenditure appropriations. This includes WisDOT reimbursements to the County for storage of equipment and salt of \$49,000 and charges to municipalities for the production, storage, and handling of winter materials (e.g., road salt, brine) sold to municipalities of \$71,000.

This ordinance also modifies the 2019 Transportation Fund budget by increasing operating expenditure appropriations by \$190,000 and general government revenues by \$190,000 in the State Highway Operations Program. The department performed more maintenance work on State Highways through the State Routine Maintenance Agreement (RMA) and Discretionary Maintenance Agreements (DMA) than the budget anticipated, resulting in above-budget material expenses (e.g., crack filler, replacement guardrails) by \$190,000. These additional expenditure appropriations are funded with above-budget WisDOT reimbursement revenues.

This ordinance does not result in a direct tax levy impact.



Danielle Igielski
Accounting Services Manager
2/5/2020
BPD
JE# 2019-00014594



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: February 4, 2020
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Appointment of County Representative to the Waukesha County Health & Human Services Board

I am pleased to submit to the County Board for your consideration, the appointment of Ms. Mary Berg to the Health and Human Services Board. Ms. Berg has been a resident of Waukesha County for many years and is currently a resident of Eagle, Wisconsin. She is currently employed as the recreation service manager for the City of Waukesha, having been in the recreation management field professionally in the Waukesha County area since 1994. Ms. Berg comes with high recommendations from those in her field and professional associations. If appointed, Ms. Berg will be fulfilling the incomplete term of Mr. Tim Whitmore and her term will expire in April of 2020.

Thank you for your swift consideration.

PF:kb

cc: Meg Wartman
Antwayne Robertson



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: February 4, 2020
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Appointment of County Representative to the Waukesha County Health & Human Services Board

I am pleased to submit to the County Board for your consideration, the appointment of Ms. Mary Baer to the Health and Human Services Board. Ms. Baer is a longtime Waukesha County resident who has invested her time into the greater Waukesha community both in her work and as a volunteer. She previously has worked for the Waukesha County Business Alliance as Vice President of Community Engagement and for the School District of Waukesha County as a business and industry liaison. She has previously served on the WCTC Board of Directors and Carroll University Alumni Council and currently serves on the Public Health Advisory Committee, Waukesha Rotary Club, ProHealth Care Board of Managers and other community initiatives. If appointed, Ms. Baer will be fulfilling the incomplete term of Mr. Jeffrey Genner, and her term will expire in April of 2021.

Thank you for your swift consideration.

PF:kb

cc: Meg Wartman
Antwayne Robertson

1 APPROVE FOURTH AMENDMENT TO LEASE WITH NEW CINGULAR
2 WIRELESS AT THE HEALTH AND HUMAN SERVICES SMOKESTACK
3
4

5 WHEREAS, pursuant to a December 1, 1998 Lease, as amended, with Milwaukee SMSA
6 Limited Partnership d/b/a New Cingular Wireless PCS, LLC ("New Cingular Wireless"), the
7 County leases space to New Cingular Wireless on the Old Health and Human Services Building
8 Smokestack for use as a cellular tower; and
9

10 WHEREAS, the County and New Cingular Wireless wish to amend the Lease to modify the
11 legal description of the leased premises.
12

13 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
14 that the Fourth Amendment to Lease between the County and New Cingular Wireless PCS, LLC
15 substantially in the form on file with the Office of Corporation Counsel is hereby approved.
16

17 BE IT FURTHER ORDAINED that the Director of Emergency Preparedness or his designee is
18 authorized to execute the Fourth Amendment to Lease as approved by Corporation Counsel and
19 any other documents necessary to effectuate the intent thereof.

Market: WISIL
Cell Site Number: WI0159
Cell Site Name: Downtown Waukesha
Fixed Asset Number: 10011988

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO lease AGREEMENT ("**Fourth Amendment**"), dated as of the latter of the signature dates below, is by and between Waukesha County, Wisconsin, a municipal corporation, having a mailing address of 515 W. Moreland Blvd., Waukesha, WI 53188 ("**County**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Lessee**").

WHEREAS, County and Lessee entered into a Lease dated December 1, 1998, as amended by that certain First Amendment to Lease dated June 26, 2012, as further amended by that certain Second Amendment to Lease dated June 5, 2015, as further amended by that certain Third Amendment to Lease dated October 19, 2018 whereby County leased to Lessee certain Premises, therein described, that are a portion of the Property located at 500 Riverview Avenue, Waukesha, WI 53188 ("**Agreement**"); and

WHEREAS, Lessee desires to change, modify or relocate the Communication Facility, which County is willing to approve, and;

WHEREAS, County and Lessee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, County and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

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

1. **New Exhibit 1-A.** Lessee shall have the right, in its sole discretion, to change, modify or relocate the Communication Facility in accordance with and as more completely described on attached Exhibit A-3. County's execution of this Fourth Amendment will signify County's approval of Exhibit A-3. Exhibit A-3 hereby replaces and deletes Exhibit A-2 to the Agreement. Future modifications or improvements to the Communication Facility identified in Exhibit A-3 that result in additional equipment, changes to space requirements or changes in configuration, placement or number or antennas or feedlines remain subject to County's prior approval and may result in a demand for increased rent or renegotiation of other lease terms.
2. **Notices.** Section 4 of the Third Amendment is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Lessee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # WI0159 Cell Site Name: Downtown Waukesha (WI)
FA No: 10011988
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # WI0159 Cell Site Name: Downtown Waukesha (WI)
FA No: 10011988
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to County: Waukesha County Department of Administration Radio Services
Attn: Chris Petterson
2120 Davidson Road
Waukesha, Wisconsin 53816

With a copy to: Waukesha County Corporation Counsel
Attn: Erik G. Weidig, Esq.
515 W. Moreland Blvd., Room AC-330
Waukesha, WI 53188

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

3. Memorandum of Lease. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

4. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Fourth Amendment, the terms of this Fourth Amendment shall control. Except as expressly set forth in this Fourth Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Fourth Amendment.

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Fourth Amendment on the dates set forth below.

“COUNTY”

Waukesha County, Wisconsin, a municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

“LESSEE”

New Cingular Wireless PCS, LLC, a
Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____
Date: _____

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

LESSEE ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

COUNTY ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

EXHIBIT 1-A

The Property is Described and/or depicted as follows:

500 Riverview Avenue, Waukesha, WI

TAX ID No. WAKC1000983

The Premises is described and/or depicted as follows:

A part of the Southeast Quarter (SE1/4) of Section Thirty-Four (34), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin containing 891 square feet (0.020 acres) of land and being described by:

Commencing at the East Quarter Corner of said Section 34; thence S88°-45'-17"W 2034.78 feet along the North line of the SE1/4 of said Section 34; thence S01°-14'-43"E 1192.17 feet to the point of beginning; thence N86°-29'-17"E 33.00 feet; thence S03°-30'-43"E 27.00 feet; thence S86°-29'-17"W 33.00 feet; thence N03°-30'-43"W 27.00 feet to the point of beginning; being subject to any and all easements and restrictions of record.

PROPOSED 12 FEET WIDE ACCESS EASEMENT

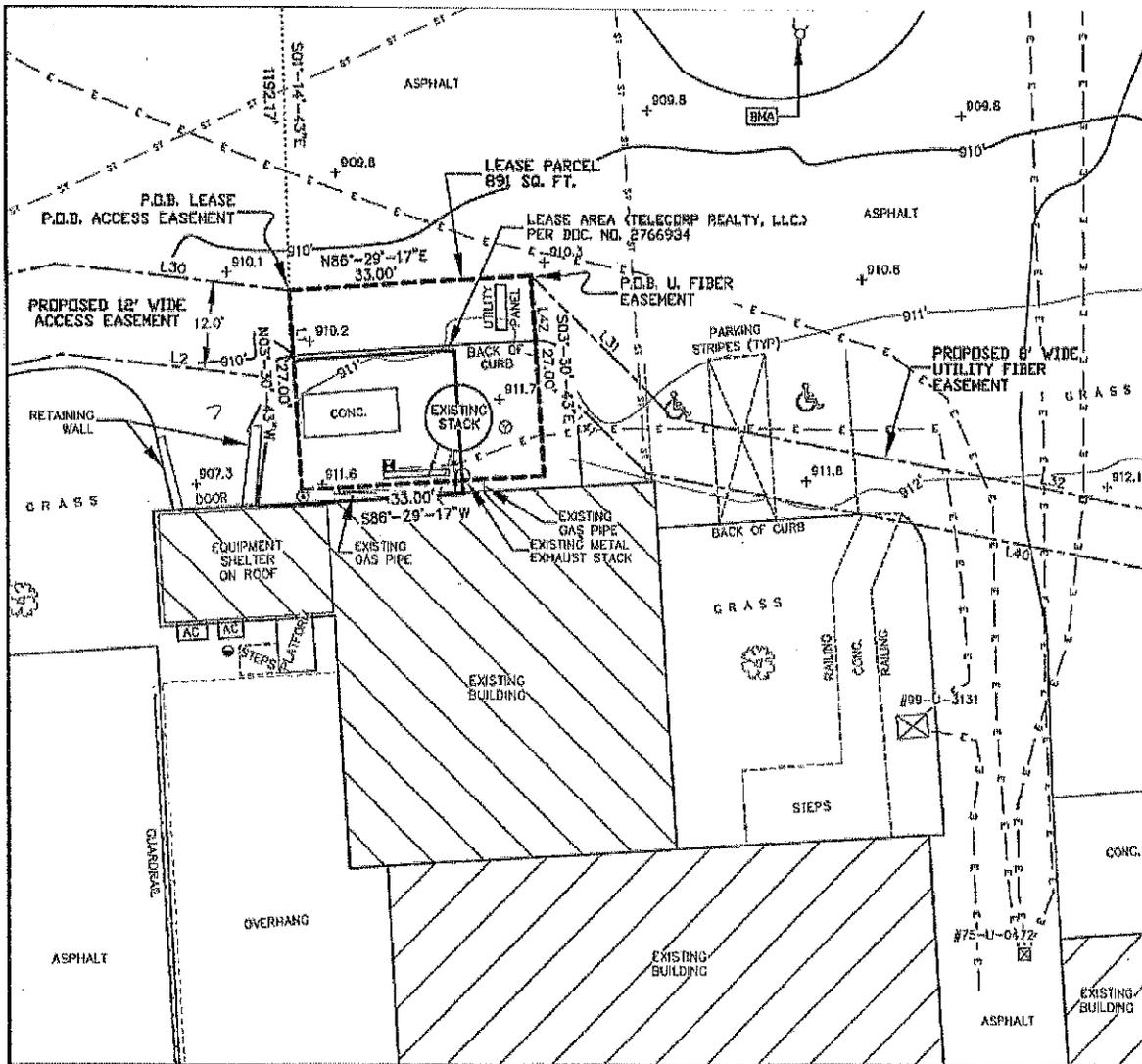
A part of the Southeast Quarter (SE1/4) of Section Thirty-Four (34), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin containing 15,769 square feet (0.362 acres) of land and being described by:

Commencing at the East Quarter Corner of said Section 34; thence S88°-45'-17"W 2034.78 feet along the North line of the SE1/4 of said Section 34; thence S01°-14'-43"E 1192.17 feet to the point of beginning; thence S03°-30'-43"E 12.18 feet; thence N83°-32'-56"W 31.95 feet; thence S76°-41'-52"W 18.93 feet; thence S54°-12'-07"W 30.28 feet; thence S37°-43'-55"W 64.11 feet; thence S03°-26'-19"E 280.23 feet; thence Southeasterly 42.45 feet along the arc of a curve to the left, having a radius of 25.56 feet and a chord of which bears S50°-57'-19"E 37.74 feet; thence N81°-28'-11"E 117.98 feet; thence S89°-30'-46"E 79.07 feet; thence S77°-27'-15"E 44.19 feet; thence S72°-27'-20"E 95.69 feet; thence N86°-46'-13"E 221.04 feet; thence N83°-53'-46"E 40.93 feet; thence N71°-15'-45"E 37.51 feet; thence N59°-16'-03"E 36.21 feet; thence N50°-29'-45"E 155.39 feet to a point on the West right-of-way line of Riverview Avenue; thence S00°-45'-43"E 15.39 feet along said West right of way line; thence S50°-29'-45"W 146.69 feet; thence S59°-16'-03"W 38.40 feet; thence S71°-15'-45"W 40.09 feet; thence S83°-53'-46"W 42.56 feet; thence S86°-46'-13"W 223.54 feet; thence N72°-27'-20"W 97.37 feet; thence N77°-27'-15"W 42.39 feet; thence N89°-30'-46"W 76.86 feet; thence S81°-28'-11"W 117.03 feet; thence Northwesterly 62.38 feet along the arc of a curve to the right, having a radius of 37.56 feet and a chord of which bears N50°-57'-19"W 55.46 feet thence N03°-26'-19"W 284.72 feet; thence N37°-43'-55"E 70.36 feet; thence N54°-12'-07"E 34.41 feet; thence N76°-41'-52"E 23.41 feet; thence S83°-32'-56"E 31.94 feet to the point of beginning; being subject to any and all easements and restrictions of record.

PROPOSED 8 FOOT WIDE UTILITY FIBER EASEMENT

A part of the Southeast Quarter (SE1/4) of Section Thirty-Four (34), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin containing 3,983 square feet (0.091 acres) of land and being described by:

Commencing at the East Quarter Corner of said Section 34; thence S88°-45'-17"W 2034.78 feet along the North line of the SE1/4 of said Section 34; thence S01°-14'-43"E 1192.17 feet; thence N86°-29'-17"E 33.00 feet to the point of beginning; thence S45°-32'-09"E 27.32 feet; thence S79°-31'-17"E 105.18 feet; thence S30°-43'-38"E 41.14 feet; thence S03°-30'-43"E 148.55 feet; thence S04°-54'-57"W 183.95 feet; thence N85°-05'-03"W 8.00 feet; thence N04°-54'-57"E 183.37 feet; thence N03°-30'-43"W 146.03 feet; thence N30°-43'-38"W 35.58 feet; thence N79°-31'-17"W 104.00 feet; thence N45°-32'-09"W 20.88 feet; thence N03°-30'-43"W 11.95 feet to the point of beginning; being subject to any and all easements and restrictions of record.



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY LESSEE.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

Attachment 1

Prepared by and Return to:

Debra Neuman
AT&T Mobility
c/o: MasTec Network Solutions
1351 East Irving Park Road
Itasca, IL 60143

Re: Cell Site #WI0159; Cell Site Name: Downtown Waukesha
Fixed Asset#: 10011988
State: Wisconsin
County: Waukesha

TAX ID No. WAKC1000983

**FIRST AMENDMENT TO MEMORANDUM OF
LEASE AGREEMENT**

This First Amendment to Memorandum of Lease is entered into on this ____ day of _____, 20____, by and between Waukesha County, Wisconsin, a municipal corporation, having a mailing address of 515 W. Moreland Blvd., Waukesha, Wisconsin 53188 ("County") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor in interest to Milwaukee SMSA Limited Partnership, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("Lessee").

1. County and Lessee entered into a certain Lease dated December 1, 1998, as amended by that certain First Amendment to Lease dated June 26, 2012, as further amended by that Second Amendment to Lease dated June 5, 2015, as further amended by that certain Third Amendment to Lease dated October 19, 2018, as further amended by that certain Fourth Amendment to Lease dated _____, 20____, for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of Lease reflecting the Lease was recorded January 8, 1999 in the public records of Waukesha County, State of Wisconsin.
2. Commencing on December 1, 2023, the Lease will automatically renew for three (3) additional consecutive periods of five (5) years each upon the same terms and conditions of the Lease, unless Lessee notifies County in writing of Lessee's intention not to renew the Lease at least sixty (60) days prior to the expiration of the existing term.
3. County agrees to amend the premises of the Site to relocate the equipment shelter to a new location. County leases to Lessee the premises as more completely described on attached **Exhibit 2-A**. **Exhibit 2-A** hereby replaces **Exhibit 1-A** to the First Amendment of Memorandum of Lease.
4. This First Amendment to Memorandum of Lease Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this First Amendment to Memorandum of Lease Agreement and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Memorandum of Lease Agreement as of the day and year first above written.

"COUNTY"

Waukesha County, Wisconsin,
a municipal corporation

By: _____
Print Name: _____
Its: _____
Date: _____

"LESSEE"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

LESSEE ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____ in the year ____ before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company described herein and that the instrument was signed on behalf of the limited liability company, authority of the limited liability company and that he./she acknowledged this instrument to the be the free act and deed of the limited liability company.

Notary Public: _____
My Commission Expires: _____

COUNTY ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 20__ before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 2-A

DESCRIPTION OF PREMISES

to the First Amendment to Memorandum of Lease Agreement dated _____, _____ by and between Waukesha County, Wisconsin, a municipal corporation, as County and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Lessee.

The Property is described and/or depicted as follows:

500 Riverview Avenue, Waukesha, WI

Tax ID No. WAKC1000983

The Premises is described and/or depicted as follows:

A part of the Southeast Quarter (SE1/4) of Section Thirty-Four (34), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin containing 891 square feet (0.020 acres) of land and being described by:

Commencing at the East Quarter Corner of said Section 34; thence S88°-45'-17"W 2034.78 feet along the North line of the SE1/4 of said Section 34; thence S01°-14'-43"E 1192.17 feet to the point of beginning; thence N86°-29'-17"E 33.00 feet; thence S03°-30'-43"E 27.00 feet; thence S86°-29'-17"W 33.00 feet; thence N03°-30'-43"W 27.00 feet to the point of beginning; being subject to any and all easements and restrictions of record.

PROPOSED 12 FEET WIDE ACCESS EASEMENT

A part of the Southeast Quarter (SE1/4) of Section Thirty-Four (34), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin containing 15,769 square feet (0.362 acres) of land and being described by:

Commencing at the East Quarter Corner of said Section 34; thence S88°-45'-17"W 2034.78 feet along the North line of the SE1/4 of said Section 34; thence S01°-14'-43"E 1192.17 feet to the point of beginning; thence S03°-30'-43"E 12.18 feet; thence N83°-32'-56"W 31.95 feet; thence S76°-41'-52"W 18.93 feet; thence S54°-12'-07"W 30.28 feet; thence S37°-43'-55"W 64.11 feet; thence S03°-26'-19"E 280.23 feet; thence Southeasterly 42.45 feet along the arc of a curve to the left, having a radius of 25.56 feet and a chord of which bears S50°-57'-19"E 37.74 feet; thence N81°-28'-11"E 117.98 feet; thence S89°-30'-46"E 79.07 feet; thence S77°-27'-15"E 44.19 feet; thence S72°-27'-20"E 95.69 feet; thence N86°-46'-13"E 221.04 feet; thence N83°-53'-46"E 40.93 feet; thence N71°-15'-45"E 37.51 feet; thence N59°-16'-03"E 36.21 feet; thence N50°-29'-45"E 155.39 feet to a point on the West right-of-way line of Riverview Avenue; thence S00°-45'-43"E 15.39 feet along said West right of way line; thence S50°-29'-45"W 146.69 feet; thence S59°-16'-03"W 38.40 feet; thence S71°-15'-45"W 40.09 feet; thence S83°-53'-46"W 42.56 feet; thence S86°-46'-13"W 223.54 feet; thence N72°-27'-20"W 97.37 feet; thence N77°-27'-15"W 42.39 feet; thence N89°-30'-46"W 76.86 feet; thence S81°-28'-11"W 117.03 feet; thence Northwesterly 62.38 feet along the arc of a curve to the right, having a radius of 37.56 feet and a chord of which bears N50°-57'-19"W 55.46 feet thence N03°-26'-19"W 284.72 feet; thence N37°-43'-55"E 70.36 feet; thence N54°-12'-07"E 34.41 feet; thence N76°-41'-52"E 23.41 feet; thence S83°-32'-56"E 31.94 feet to the point of beginning; being subject to any and all easements and restrictions of record.

PROPOSED 8 FOOT WIDE UTILITY FIBER EASEMENT

A part of the Southeast Quarter (SE1/4) of Section Thirty-Four (34), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin containing 3,983 square feet (0.091 acres) of land and being described by:

Commencing at the East Quarter Corner of said Section 34; thence S88°-45'-17"W 2034.78 feet along the North line of the SE1/4 of said Section 34; thence S01°-14'-43"E 1192.17 feet; thence N86°-29'-17"E 33.00 feet to the point of beginning; thence S45°-32'-09"E 27.32 feet; thence S79°-31'-17"E 105.18 feet; thence S30°-43'-38"E 41.14 feet; thence S03°-30'-43"E 148.55 feet; thence S04°-54'-57"W 183.95 feet; thence N85°-05'-03"W 8.00 feet; thence N04°-54'-57"E 183.37 feet; thence N03°-30'-43"W 146.03 feet; thence N30°-43'-38"W 35.58 feet; thence N79°-31'-17"W 104.00 feet; thence N45°-32'-09"W 20.88 feet; thence N03°-30'-43"W 11.95 feet to the point of beginning; being subject to any and all easements and restrictions of record.

1 MODIFY THE 2020 HEALTH AND HUMAN SERVICES BUDGET TO ACCEPT
2 ADDITIONAL REVENUE AND EXPENDITURES RELATED TO THE CHILD
3 AND FAMILY AIDS ALLOCATION AND CREATE THREE POSITIONS
4
5

6 WHEREAS, the State Department of Children and Families has increased the Children and
7 Families Allocation to counties beginning in 2020; and
8

9 WHEREAS, Waukesha County received an additional \$628,000 above the budgeted amount as
10 an ongoing annual allocation; and
11

12 WHEREAS, the additional funding will be used to provide in-home screening and therapy;
13 service navigation to initiate faster treatment; expansion of parent-child interaction therapy
14 services; case aides to support safety services for at-risk families, support family involvement in
15 services, and improve the ability of children to continue in their home school post placement;
16 and a contracted coordinator for family drug court; and
17

18 WHEREAS, Health and Human Services management has identified that in order to provide the
19 additional services, it will be necessary to create one full-time Health and Human Services
20 Coordinator, one full-time Social Worker, and one full-time Fiscal Specialist position.
21

22 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
23 that the Waukesha County Department of Health and Human Services is authorized to accept the
24 increase in Children and Families allocation funding of \$628,000 from the Wisconsin
25 Department of Children and Families to increase and expand services.
26

27 BE IT FURTHER ORDAINED that the Department of Health and Human Services 2020 budget
28 be modified by appropriating \$295,539 for personnel expenses and \$332,461 for operating
29 expenses and increasing general government revenues by \$628,000.
30

31 BE IT FURTHER ORDAINED that, effective upon final approval of this ordinance, one Regular
32 full-time Fiscal Specialist position (2020 Step Range 08, \$18.96/hour - \$25.03/hour), one
33 Regular full-time Social Worker position (2020 Open Range 09, \$26.02/hour - \$34.41/hour), and
34 one Regular full-time Health & Human Services Coordinator position (2020 Open Range 18,
35 \$40.36/hour - \$58.12/hour) be created in the Department of Health & Human Services.

FISCAL NOTE

MODIFY THE 2020 HEALTH AND HUMAN SERVICES BUDGET TO ACCEPT
ADDITIONAL REVENUE AND EXPENDITURES RELATED TO THE CHILD
AND FAMILY AIDS ALLOCATION AND CREATE THREE POSITIONS

This ordinance authorizes the Department of Health and Human Services (HHS) to accept \$628,000 in State Department of Children and Families revenues, and appropriate additional expenditure authority of \$295,539 for personnel costs and \$332,461 for operating expenses.

The department indicates that the additional funding will be used to provide in-home screening and therapy; service navigation to initiate faster treatment; expansion of parent-child interaction therapy services; contracted case aides to support safety services for at risk families, support family involvement in services, and improve the ability of children to continue in their home school after placement.

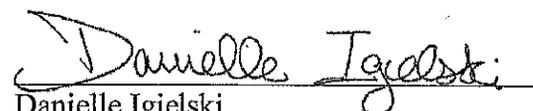
This will be accomplished in part by creating three regular, full-time (3.00 FTE) positions, which consists of a Health and Human Services Coordinator (salary range \$83,949 to \$120,890) in the Children and Family Division, a Social Worker (salary range \$54,122 to \$71,573) in the Intake and Shared Services Division, and a Fiscal Specialist position (salary range \$39,437 to \$52,002) in the Administrative Services Division. Estimated personnel costs for these positions in 2020, include \$132,182 for the Human Services Coordinator, \$96,411 for the Social Worker, and \$66,946 for the Fiscal Specialist, for a total of \$295,539.

Department management indicates that these three positions will address increasing workloads in their respective areas. The Human Services Coordinator is needed for the Children and Long Term Services (CLTS) and Children Community Options Programs (COP). The Social Worker position is needed in the Intake and Shared Services Access Unit to assist with Child Protective Services reports. The Fiscal Specialist is needed to provide fiscal support related to the additional CLTS and COP work.

Operating expenses will be increased \$322,461. This includes \$312,461 for contracted services to assist with the increasing workloads (i.e., case aides, mentioned above) and a contracted coordinator for family drug court. The ordinance also includes \$20,000 for cell phone applications that provide additional safety to social workers in the field (e.g., home visits) by readily sharing location and other information with the department.

The department plans to build this ongoing funding into their 2021 budget request and manage the cost to continue for these items within the overall Health and Human Services budget.

This ordinance results in no direct levy impact.



Danielle Igielski
Accounting Manager

2/4/2020CD - BAJ# 2020-00001007

1 MODIFY THE DEPARTMENT OF HEALTH AND HUMAN SERVICES 2020
2 BUDGET TO ACCEPT THE WIC FIT FAMILIES GRANT AND
3 APPROPRIATE ADDITIONAL EXPENDITURES
4
5

6 WHEREAS, the Department of Health and Human Services applied for Fit Families
7 Supplemental Nutrition Assistance Program Education (SNAP-Ed) grant funding from the State
8 of Wisconsin, Department of Health Services; and
9

10 WHEREAS, the Public Health Division received approval of the \$15,606 in grant funding to
11 provide the Fit Families Program to low-income children, ages two to four years old, and their
12 families who are eligible for SNAP-Ed; and
13

14 WHEREAS, the Public Health Division will utilize existing part-time staff to provide one-on-
15 one coaching to families enrolled in the program, establish community partners, and combine
16 organizational, community and public health approaches with individual or group education on
17 topics related to healthy eating and exercise.
18

19 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
20 that the Waukesha County Department of Health and Human Services, Division of Public
21 Health, is authorized to accept the Fit Families grant funding of \$15,606 from the State of
22 Wisconsin, Department of Health Services.
23

24 BE IT FURTHER ORDAINED that the Department of Health and Human Services, Division of
25 Public Health 2020 budget be modified by increasing personnel cost appropriations by \$13,561,
26 operating expense appropriations by \$1,829, interdepartmental charge appropriations by \$216,
27 and increasing general government revenues by \$15,606.

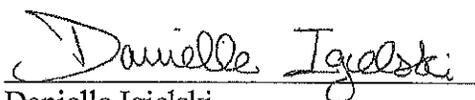
FISCAL NOTE

MODIFY THE DEPARTMENT OF HEALTH AND HUMAN SERVICES 2020
BUDGET TO ACCEPT THE WIC FIT FAMILIES GRANT AND
APPROPRIATE ADDITIONAL EXPENDITURES

This ordinance authorizes the Waukesha County Department of Health and Human Services Public Health division to accept a Fit Families Supplemental Nutrition Assistance Program Education (SNAP-Ed) grant funding from the State of Wisconsin and appropriate \$15,606 in expenditure authority to implement the Fit Families Program for low-income children, ages two to four years old, and their families who are eligible for SNAP-Ed. The department indicates that the grant will be used to provide information related to healthy eating and exercise to families enrolled in the program.

Expenditures include \$13,561 for additional personnel costs, which includes an increase in existing, part-time staff of 0.15 FTE (or about 312 hours) to carry out the program. Operating expenses of \$1,829 include educational materials, travel expenses, and printing. Interdepartmental charges of \$216 are for related postage expenses.

This ordinance results in no direct levy impact.



Danielle Igielski
Accounting Services Manager
2/4/2020

CD-BAJ #2020-00001118

1 AUTHORIZE THE ISSUANCE OF NOT TO EXCEED \$18,000,000 GENERAL
2 OBLIGATION PROMISSORY NOTES FOR CAPITAL PROJECTS
3
4

5 WHEREAS, Waukesha County, Wisconsin (the "County") is in need of an amount not to exceed
6 \$18,000,000 for the public purpose of paying the cost of capital projects included in the County's
7 2020 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 \$18,000,000 by issuing general obligation
15 promissory notes for the public purpose of paying the cost of capital projects included in the
16 County's 2020 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 MODIFY THE 2020 BUDGET BY TRANSFERING CARRYOVER FUNDS FROM 2019
2 UNEXPENDED APPROPRIATIONS TO 2020 BUDGETED APPROPRIATIONS
3
4

5 WHEREAS, funds were appropriated in the 2019 budget for certain items or services which, for
6 various reasons, were deferred to 2020; and
7

8 WHEREAS, requests of the departments for carrying other unspent funds and related revenues
9 from the 2019 budget are recommended for carry-over after review by the County Executive.
10

11 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
12 that a total of \$944,112 to be carried forward from 2019 accounts into the 2020 budgets, to
13 enable the purchase of goods and services, as indicated on the carry-over schedule on file with
14 the County Clerk and made a part of this ordinance by reference.
15

16 BE IT FURTHER ORDAINED that the funding necessary to cover the carry-over expenditures
17 be provided by appropriating the related revenues in the amount of \$520,482 and related 2019
18 fund balance in the amount of \$423,630 for a total of \$944,112.

REQUESTED CARRYOVERS 2019-2020

Parks and Land Use - General Fund \$75,500			
Account Number	Amount Approved	Projects	Justification
100.100.1500.1500.0.6590	\$50,000	Orthophotography project	This project is historically completed every five years. The total project is anticipated to cost nearly \$70,000. The 2020 budget includes \$20,000 in grant funded costs for the completion of the project. Largely due to competing projects in 2019, staff have developed a plan to perform most of the project work in April 2020, with an expected completion date of no later than early December 2020.
100.100.1060.1062.MAINTN.7255	\$10,300	Facility repair and replacement at Naga-Waukeez Park	Staff planned to begin work on facility repairs and replacements in November 2019, but were unable to obtain enough quotes to justify moving forward at the time.
100.100.1060.1062.MAINTN.7255	\$16,000	Demolish the Millpointer Property	The Millpointer property removal was originally budgeted in 2019, but delayed to 2020 partially due to the bidding climate but also related to an extension of the residential use agreement (RUA) with the tenant.
Parks and Land Use - Golf Course Fund \$25,000			
Account Number	Amount Approved	Projects	Justification
505.599.1600.1610.0.7110	\$15,000	Replacement of a walking bridge at Moor Downs Golf Course	The 2019 budget identified \$15,000 for the construction of a replacement walking bridge at Moor Downs Golf Course. Staff planned to complete the project in Fall 2019, but early cold weather and permitting issues will delay the project until the Spring 2020.
505.599.1600.1610.0.7255	\$10,000	Repairs to the clubhouse porch at Moor Downs Golf Course	The 2019 budget identified \$10,000 in repairs to the clubhouse porch, including replacing deteriorating floor boards, window frames, and siding in an effort to restore the facility and mitigate future water damage. Like the bridge project, these repairs were planned to occur in Fall 2019, but due to early cold weather, staff are requesting to delay the project until Spring 2020.
Parks and Land Use - Ice Arena Fund \$4,660			
Account Number	Amount Approved	Projects	Justification
545.599.1700.1720.0.7255	\$4,660	Install new rubber flooring at Naga-Waukeez Ice Arena	Installation of new rubber flooring at Naga-Waukeez Ice Arena was not completed by the end of 2019. Much of the materials have been purchased, and a purchase order has encumbered funds for the remaining materials. It is requested to carryover remaining fixed asset expenditure authority related to this project for flooring installation.

Parks and Land Use Materials Recycling Facility Fund \$15,000			
Account Number	Amount Approved	Projects	Justification
580.100.1900.1910.0.6495	\$15,000	Completion of the 2018 audit of the Joint MRF	The request is to carryover \$15,000 for the completion of the 2018 audit of the Joint MRF. Due to multiple staff transitions in 2018 (at Republic, the county, and the city of Milwaukee), the need to review the MRF's processor's 2018 financial reports, as well as the revised contract amendment, the process has been delayed. Another audit is budgeted in 2020 of 2019 activity (\$20,000) as required by the intergovernmental agreement with the city of Milwaukee.
Register of Deeds \$10,000			
Account Number	Amount Approved	Projects	Justification
100.110.1100.1101.0.5712	\$10,000	Secure vault for physical records	These funds were set aside to secure the Register of Deed's vault after all their records have been digitized. The work was delayed as the final digital images have not yet been received.
UW Extension \$3,825			
Account Number	Amount Approved	Projects	Justification
100.120.1200.1200.GMF.6590	\$3,825	Greater Milwaukee Foundation - Healthy Neighborhood Initiative	The Waukesha County Board approved an ordinance in March 2018 (File #172-O-092) which appropriated a total of \$30,000 of money awarded to the Waukesha County UW-Extension department from the Greater Milwaukee Foundation (GMF) for the Tower Hill Neighborhood Initiative Project (Healthy Neighborhood Initiative efforts). Per the GMF policies, the Extension office has two years to spend funds beginning April 1, 2018 and extending through March 31, 2020. Extension is requesting to carryover what's left of this award so that it can be spent on GMF eligible expenses and comply with the GMF eligible timeline.

Account Number	Amount Approved	Projects	Justification
100.200.2012.2022.HIDTA.4020	\$4,200	HIDTA for drug investigation and enforcement efforts	The Waukesha County Board approved the 2018 carryover ordinance and the 2019 Budget which appropriated a total of \$89,291 of money awarded to the Waukesha County Sheriff's Department from the Office of National Drug Control Policy for drug investigation and enforcement efforts. Per HIDTA policies, the Sheriff's Department has two years to spend funds allocated for investigation and enforcement efforts. The Sheriff's Department spent all but \$22,908 and is requesting to carry over this money from 2019 to 2020 so that it can be spent on HIDTA eligible expenses within the HIDTA eligible timeframe.
100.200.2012.2022.HIDTA.5675	\$7,096		
100.200.2012.2022.HIDTA.5191	\$9,365		
100.200.2012.2022.HIDTA.5720	\$2,247		
100.200.2024.2095.0.5695	\$44,300	Jail Equipment Replacement Plan - Security Equipment	The department budgeted funds for the replacement of different types of cameras at the jail and Huber. Cameras are currently replaced on an "as needed basis." This is done because cameras are specific to the area that they are monitoring (pan-tilt-zoom vs. fixed or timed vs not timed) and because the department does not want to have a significant number of analog cameras in stock as staff is working with consultants to transition the current analog system to digital as analog technology is being phased out of the security industry. The department has a capital project to replace the security electronics system in 2020. As many of these cameras are continuing to age, the department anticipates needing this money to continue to replace equipment until the capital project is implemented.
100.200.2030.2095.0.5695	\$6,070		
100.200.2024.2095.0.5675	\$41,000	Jail Equipment Replacement Plan - Small Equipment	The department budgeted money for the replacement of different equipment items. Staff felt that they could get another year of use out of the equipment before replacing it, and have delayed purchase of replacements until 2020.
100.200.2024.2095.0.5676	\$9,420	Jail Equipment Replacement Plan - Office Equipment	The department budgeted money for the replacement of office equipment for jail administrative staff. There continues to be a significant amount of turnover in the administrative staff so office equipment purchases were not made until staff could have an opportunity to evaluate workspace needs.
100.200.2016.2060.EQPMINT.7300	\$40,000	Sworn Equipment Replacement Plan - Machinery & Equipment	The department is in the process of replacing servers and cameras used for interview rooms at the Sheriff's Department and at the sub station in the City of Pewaukee. The department is still determining the best course of action for this replacement. This is a necessary replacement due to the servers no longer being supported by Microsoft.
100.200.2012.2022.Heroin.4020	\$4,203	Heroin Grant for overtime	This is funding to pay for overtime associated with the Heroin Grant. The money is being carried over to 2020 with Heroin Grant revenue.

Public Works Transportation Fund \$21,900			
Account Number	Amount Approved	Projects	Justification
240.400.4600.4620.0.5442	\$15,000	Traffic control - Sign posts	In an effort to receive the best pricing for sign posts, the Purchasing division bids out the product in a larger quantity resulting in a delivery quantity for a two-year use. Working with budget staff, it was determined that the best way to budget for this is to budget one-half the cost each year and request a carryover of unspent funds every other year. The funds requested in this carryover will be added to the 2020 budget and provide enough funding for another order that will last two years.
240.400.4710.4710.0.5442	\$3,000		
240.400.4600.4630.0.5723	\$3,300	Traffic control - Traffic signal monitoring software	This carryover request is to complete an upgrade of our traffic signal monitoring software through TAPCO. Efforts were made to do this upgrade in 2019, however due to turnover of signs and signal staff and an unexpected medical leave of a staff member, there was not time to research the available options and make a final decision to purchase in 2019.
Department of Administration End User Technology Fund \$83,000			
Account Number	Amount Approved	Projects	Justification
490.500.5135.5135.0.6590	\$53,000	Cloud governance	The department is requesting to carryover funds to continue the evaluation and execution of cloud computing initiatives. These funds were not spent in 2019 because the Cloud RFP process was delayed due to other organizational priorities. The RFP was evaluated in the 4 th quarter of 2019 so these expenditures are needed in 2020 when the cloud work effort begins.
490.500.5135.5135.0.6590	\$30,000	Security audit	The department is requesting to carryover funds to conduct a security audit of the Waukesha County information technology infrastructure. The audit was not completed in 2019 due to a delay in contract negotiations.
Non-Departmental General Fund \$21,000			
Account Number	Amount Approved	Projects	Justification
100.510.9000.9000.0.6390	\$21,000	HIPAA Privacy/Security Audit	The department is requesting to carryover funds to conduct a HIPAA Privacy/Security Audit. Through the auditing process, the County will determine if additional safeguards need to be developed to ensure HIPAA compliance. The expectation is that, if the Office of Civil Rights formally audited the County, there would be a cleaner result. The funds were not spent in 2019 as County staff spent a greater than anticipated amount of time refining policies and procedures in preparation for the HIPAA audit.

County Board \$91,580			
Account Number	Amount Approved	Projects	Justification
100.530.5300.5330.0.6495	\$91,580	Audit contracts	The carryover request is to facilitate contracting for audits which were planned in 2019, but which were unable to be completed due to scheduling conflicts in the departments to be audited. The carryover of funds will allow the County Board Office to contract for two projects (to be chosen depending on department schedules) in 2020.
Community Development Block Grant Funds \$424,546			
Account Number	Amount Approved	Projects	Justification
250.100.1800.1800.0.6766	\$33,435	CDBG Administration	Unexpended administrative funds from Federal CDBG Grant.
250.100.1800.1800.0.6766	\$195,579	CDBG Entitlement Grants	Uncommitted and unencumbered funds available for the CDBG Board to allocate for out-of-cycle and emergency projects.
250.100.1810.1810.0.5999	\$185,956	HOME Administration	Unexpended administrative and marketing funds from Federal HOME Grant.
250.100.1810.1810.0.6767	\$9,576	HOME Entitlement Grants	Grant funds to be allocated by the HOME Board in 2020.

1 APPROVE COMPROMISE SETTLEMENT FOR WORKER'S COMPENSATION
2 CASE ENTITLED JAYSON SCHENKER 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 in the Worker's Compensation case entitled Jayson Schenker vs. County of Waukesha
23 is hereby approved.