

172nd BOARD YEAR
LEGISLATIVE ITEMS RECEIVED FOR COMMITTEE REFERRAL

File No.	Rec/Ref	Referred to:	Title
172-O-027	08/02/17 08/03/17	Judiciary Finance	ORD: Modify The 2017 Sheriff's Department Budget To Accept And Appropriate Additional Revenue From The State Of North Dakota For Mutual Aid Assistance
172-O-028	08/02/17 08/03/17	HHS Finance	ORD: Accept A 2017 Grant To Expand Substance Abuse Treatment Capacity In Adult Treatment Drug Courts Award Through The U.S. Department Of Health And Human Services, Substance Abuse And Mental Health Services Administration (SAMHSA) And Amend The Department Of Health And Human Services 2017 Budget
172-O-029	08/02/17 08/03/17	HHS Finance	ORD: Accept State Targeted Response To Opioid Crisis Grant And Modify Department Of Health And Human Services 2017 Budget
172-O-030	08/02/17 08/03/17	HHS Finance	ORD: Accept Dementia Crisis Innovation Grant And Modify Health And Human Services 2017 Budget To Appropriate Grant Expenditures
172-O-031	08/31/17 09/07/17	Land Use	ORD: Amend The District Zoning Map Of The Town Of Lisbon Zoning Code By Rezoning Certain Lands Located In Part Of The NE ¼ Of Section 5, T8N, R19E, Town Of Lisbon, Waukesha County, Wisconsin, From The A-5 Mini-Farm District To The A-3 Agricultural/Residential Estate District (ZT-1853)
172-O-032	08/31/17 09/07/17	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 NE ¼ Of Section 1, T6N, R19E, Town Of Waukesha, Waukesha County, Wisconsin, From The District R-3 Single Family Residential District To The B-3 General Business District (ZT-1856)
172-O-033	08/31/17 09/07/17	Land Use	ORD: Amend The District Zoning Map Of The Town Of Delafield Zoning Code By Rezoning Certain Lands Located In Part Of The SE ¼ Of Section 34, T7N, R18E, Town Of Delafield, Waukesha County, Wisconsin, From The A-1 Agricultural District To The A-2 Rural Home District (ZT-1857)
172-O-034	08/31/17 09/07/17	Public Works	ORD: Approve Distribution Easement To Wisconsin Electric Power Company To Construct, Install, Operate, Maintain, Repair, Replace And Extend Underground Utility Facilities On Waukesha County Airport Property
172-O-035	09/06/17 09/07/17	Public Works	ORD: Approve Transfer Of Any Retained Rights In Nevins Street (Former CTH F) To The Village Of Big Bend
172-O-036	09/06/17 09/07/17	Public Works Finance	ORD: Modify The 2017 Transportation Fund Budget For Additional State Discretionary Maintenance Work And Equipment Purchase
172-O-037	09/06/17 09/07/17	Public Works Finance	ORD: Approve Blue Sky Flight Academy LLC As An Aeronautical Service Provider At Waukesha County Airport And Its Operating Agreement
172-R-002	09/04/17 09/07/17	Executive	RES: Adopt Five-Year Capital Projects Plan
172-A-025	08/21/17 09/07/17	Executive	APPT: Judie Berthelson to the Aging and Disability Resource Center (ADRC) Advisory Board

172nd BOARD YEAR
 LEGISLATIVE ITEMS RECEIVED FOR COMMITTEE REFERRAL

File No.	Rec/Ref	Referred to:	Title
172-A-026	08/21/17 09/07/17	Executive	APPT: Christine Howard to the Aging and Disability Resource Center (ADRC) Advisory Board
172-A-027	08/21/17 09/07/17	Executive	APPT: Rev. Dr. Michelle Ann Oberwise Lacock to the Mukwonago Community Library Board of Trustees
172-O-038	09/06/17 09/07/17	Judiciary Finance	ORD: Authorize The City Of Oconomowoc Fire Services To Join Waukesha County Dispatch Center At A Pro-Rated Rate
172-O-039	09/06/17 09/07/17	HR Finance	ORD: Establish Employee Retention/Severance Policy

1 AMEND THE DISTRICT ZONING MAP OF THE TOWN OF LISBON ZONING
2 CODE BY REZONING CERTAIN LANDS LOCATED IN PART OF THE NE ¼
3 OF SECTION 5, T8N, R19E, TOWN OF LISBON, WAUKESHA COUNTY,
4 WISCONSIN, FROM THE A-5 MINI-FARM DISTRICT TO THE A-3
5 AGRICULTURAL/RESIDENTIAL ESTATE DISTRICT (ZT-1853)
6
7

8 WHEREAS, after proper notice was given, a public hearing was held and the subject matter of
9 this Ordinance was approved by the Lisbon Town Board on July 24, 2017; and
10

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

16 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
17 that the District Zoning Map for the Town of Lisbon Zoning Code, adopted by the Town of
18 Lisbon on April 9, 2010, is hereby amended to rezone from the A-5 Mini-Farm District to the A-
19 3 Agricultural/Residential Estate District, certain lands located in part of the NE ¼ of Section 5,
20 T8N, R19E, Town of Lisbon, Waukesha County, Wisconsin, and more specifically described in
21 the “Staff Report and Recommendation” and map on file in the office of the Waukesha County
22 Department of Parks and Land Use and made a part of this Ordinance by reference ZT-1853, is
23 hereby approved.
24

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

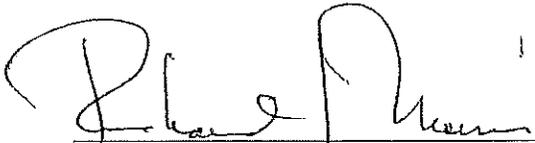
28 BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon passage,
29 approval and publication.

COMMISSION ACTION

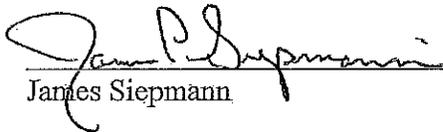
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Town of Lisbon Zoning Code hereby recommends approval of **ZT-1853 (Candy Trem)** in accordance with the attached "Staff Report and Recommendation".

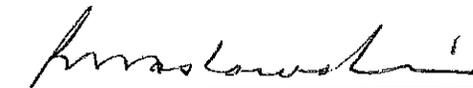
PARK AND PLANNING COMMISSION

August 17, 2017


Richard Morris, Chairperson


Robert Hamilton


James Siepmann


William Maslowski


Robert Peregrine (Absent)


William Mitchell (Absent)

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

DATE: August 17, 2017

FILE NO.: ZT-1853

TAX KEY NO.: LSBT 0161.987

APPLICANTS/OWNERS: Candy Trembl
N95 W26383 C.T.H. "Q"
Colgate, WI 53017

LOCATION:

Lot 1, Certified Survey Map No. 9950, Volume 92, Page 330, and also Outlot 2, Certified Survey Map No. 9308, Volume 84, Page 234, located in part of the NE ¼ of Section 5, T8N, R19E, Town of Lisbon. More specifically, the property is located at N95 W26383 C.T.H. "Q", containing approximately 8.3 acres.

EXISTING ZONING: A-5 Mini Farm District (Town), 5 acres, 300' width min.

PROPOSED ZONING:

A-3 Agricultural/Residential Estate District (Town), 3 acres, 200' width min.

EXISTING LAND USE: Residential, and agricultural (rented)

PROPOSED LAND USE:

Operation of a gift shop (handcrafted items, small upcycled furniture and vintage/antique items) with Conditional Use approval from an accessory building located on the property, possibly with occasional outdoor display and occasional special events with local artists and musicians.

PUBLIC HEARING DATE: July 13, 2017

PUBLIC COMMENT:

Two neighbors spoke in favor of the request, and one neighbor spoke in opposition to the request stating he abuts the subject property and shares a 30' x 30' access easement to C.T.H. "Q". He purchased the lot for future residential purposes. He is concerned about the use of the property and its effect on privacy, access, and property values, and also any adverse effects of parking, music, outdoor displays, and the future growth of the business on the site. Comments from the Washington County DPW, the Town Fire Marshal, Town Building Inspector and the County Environmental Health Division were also read into the record. The use of the property will be addressed through the Conditional Use and Site Plan/Plan of Operation process.

It should be noted that although the property is in the County's Shoreland zoning jurisdiction, the request did not require a zoning change at the County level. However, a Conditional Use and Site Plan/Plan of Operation will have to be approved by both the Town of Lisbon and Waukesha County.

TOWN PLAN COMMISSION ACTION:

On July 13, 2017, the Plan Commission unanimously recommended approval of the rezoning request to the Town Board.

TOWN BOARD ACTION:

On July 24, 2017, the Town Board unanimously approved Ordinance No. 09-17 specific to the subject request.

COMPLIANCE WITH THE WAUKESHA COUNTY COMPREHENSIVE DEVELOPMENT PLAN AND TOWN OF LISBON COMPREHENSIVE DEVELOPMENT PLAN:

Both the Town of Lisbon and Waukesha County Comprehensive Development Plans designate the subject property as Rural Density and Other Agricultural Land, and the proposed rezoning is consistent with both plans as the proposed use is conditional in the Town's A-3 zoning district which is a transitional rural/agricultural and low density single family residential zoning district, and is conditional in the County's R-1 residential zoning district which also pyramids back to agricultural and open space uses in the code.

STAFF ANALYSIS:

The property abuts Lake Five and is split by C.T.H. "Q" into a lot and an outlot. It should be noted that the outlot is vacant and abuts Lake Five will be zoned C-1 Overlay (FEMA Floodplain) as soon as the recent amendments to the County zoning maps are approved (SZC-1841). The Town of Lisbon also recently adopted amendments to their zoning map and a similar change will be forthcoming for County approval to this area of the Town's zoning map in the form of Town comprehensive zoning map amendments as well. Therefore, the proposed request only needs to include rezoning the portion of the property on the south side of C.T.H. "Q" (Lot 1, CSM No. 9950) as the portion of the property to the north of C.T.H. "Q" (Outlot 2, CSM No. 9308) will be rezoned through the aforementioned map amendment processes. This issue was noted at the Town's public hearing on the matter as well.

The property on the south side of C.T.H. "Q" (the subject parcel) contains a residence, barn, shed, and the accessory building that would house the proposed gift shop. Approximately 3.1 acres of the western portion of the subject parcel is rented out for farming. There is a depressional area to the south of the buildings on the property that appears to be holding water and may be wetland. If anything is proposed in that area of the property in the future, a wetland delineation should be conducted to determine the status of the wetland prior to any plans being prepared. The subject property shares a 30' x 30' driveway access easement to C.T.H. "Q" with the property adjacent to the east, and then the driveway branches off for direct access to the subject parcel.

STAFF RECOMMENDATION:

Based on the above analysis, it is the opinion of the Planning and Zoning Division Staff that the request to rezone the property be **approved for the portion of the property to the south of C.T.H. "Q" (Lot 1, CSM No. 9950)**. The request is compatible with the zoning immediately to the east and also further to the southeast, southwest, and west, and complies with the Town and County Comprehensive Development Plans, and the proposed use will be in compliance with the Town's Zoning Ordinance.

Respectfully submitted,

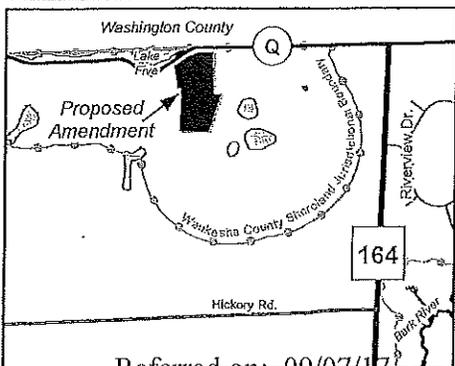
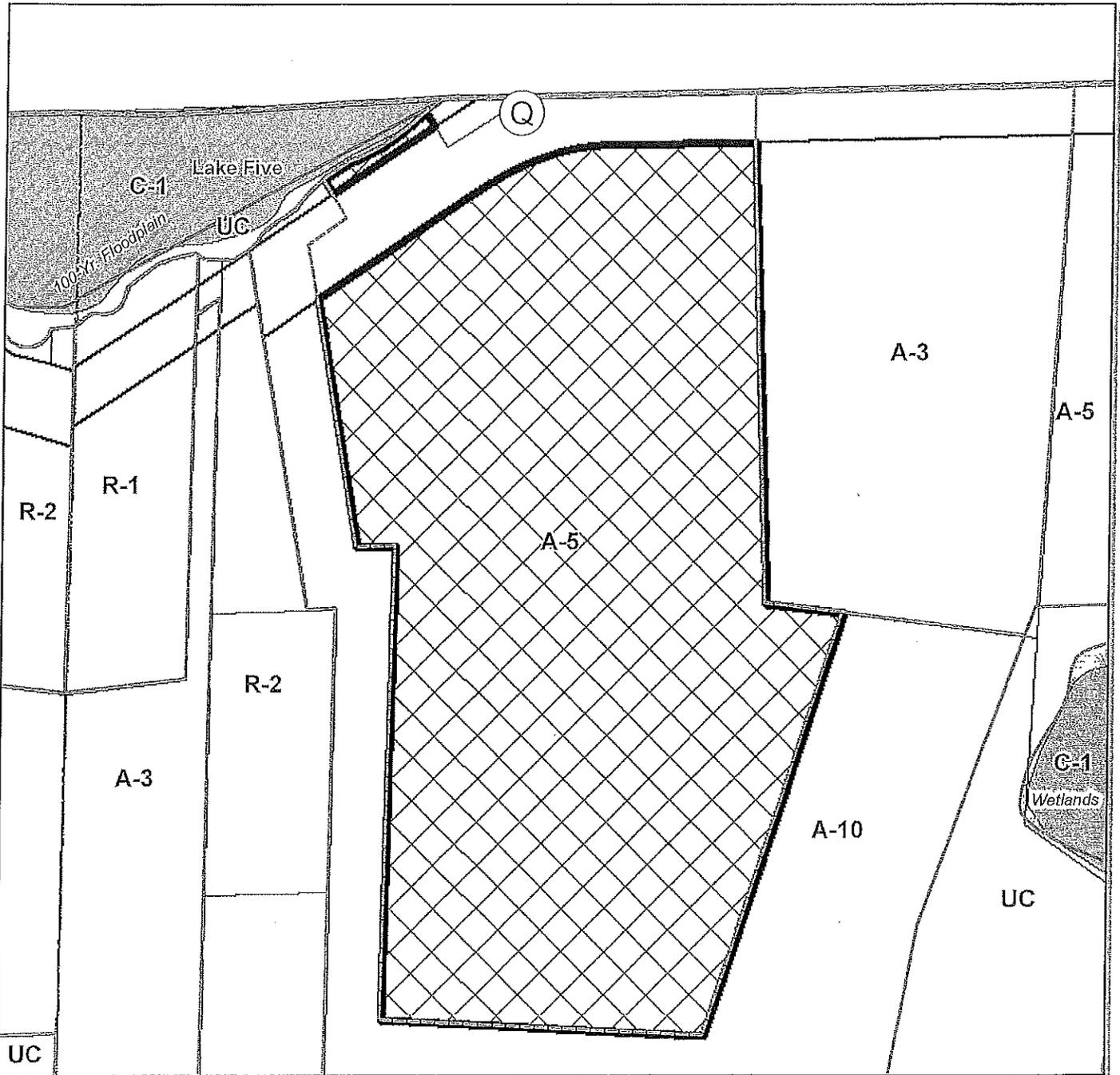
Sandra L. Scherer

Sandy Scherer
Senior Planner

Attachments: Map
Ordinance

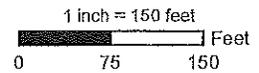
ZONING AMENDMENT

PART OF THE NE 1/4 OF SECTION 5
TOWN OF LISBON



TOWN ZONING CHANGE FROM A-3 AGRICULTURAL/RESIDENTIAL ESTATE DISTRICT TO A-5 MINI-FARM DISTRICT

FILE NO.....ZT-1853
 PETITIONER.....CANDY TREML
 DATE OF PLAN COMM. CONSIDERATION.....08/17/17
 AREA OF CHANGE.....8.3 ACRES
 TAX KEY NUMBER.....LSBT 0161.987



Referred on: 09/07/17

Prepared by the Waukesha County Department of Parks and Land Use

File Number: 172-O-051

Referred to: LU 5

Ord. 09-17

ORDINANCE REZONING THE TREML PROPERTY FROM THE A-5 MINI FARM DISTRICT TO THE A-3 AGRICULTURAL/RESIDENTIAL ESTATE DISTRICT, IN THE TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN

WHEREAS, Candy Tremel petitioned the Town of Lisbon to rezone property from the A-5 Mini Farm District to the A-3 Agricultural/Residential Estate District, and

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

WHEREAS, the Lisbon Plan Commission and Town Board held a Joint Public Hearing on the zoning change on July 13, 2017.

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

SECTION 1: The following described property is rezoned from the A-5 Mini Farm District to the A-3 Agricultural/Residential Estate District:

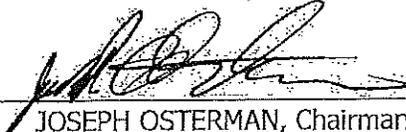
LOT 1, CERTIFIED SURVEY MAP NO. 9950, VOLUME 92, PAGE 330, LOCATED IN THE NE 1/4 OF SECTION 5, T8N, R19E, TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN. ALSO KNOWN AS PART OF TAX KEY NO. LSBT 0161.987.

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

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

PASSED AND ADOPTED by the Town Board of the Town of Lisbon, Waukesha County, Wisconsin this 24th, day of July, 2017.

TOWN BOARD, TOWN OF LISBON
WAUKESHA COUNTY, WISCONSIN

BY: 
JOSEPH OSTERMAN, Chairman

BY: _____
VACANT, Supervisor

BY: 
MARC MOONEN, Supervisor

BY: 
LINDA BEAL, Supervisor

BY: _____
REBECCA PLOTECHER, Supervisor

ATTEST:

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

1 AMEND THE DISTRICT ZONING MAP OF THE TOWN OF WAUKESHA ZONING CODE
2 BY CONDITIONALLY REZONING CERTAIN LANDS LOCATED IN PART OF THE
3 NE ¼ OF SECTION 1, T6N, R19E, TOWN OF WAUKESHA, WAUKESHA COUNTY,
4 WISCONSIN, FROM THE DISTRICT R-3 SINGLE FAMILY RESIDENTIAL
5 DISTRICT TO THE B-3 GENERAL BUSINESS DISTRICT (ZT-1856)
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 February 9, 2017; and
10

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

16 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
17 that the District Zoning Map for the Town of Waukesha Zoning Code, adopted by the Town of
18 Waukesha on June 24, 1979, is hereby amended to conditionally rezone from the R-3 Single
19 Family Residential District to the B-3 General Business District, certain lands located in part of
20 the NE ¼ of Section 1, T6N, R19E, Town of Waukesha, Waukesha County, Wisconsin, and
21 more specifically described in the “Staff Report and Recommendation” and map on file in the
22 office of the Waukesha County Department of Parks and Land Use and made a part of this
23 Ordinance by reference ZT-1856, is hereby approved.
24

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

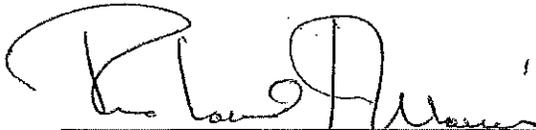
28 BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon passage,
29 approval and publication.

COMMISSION ACTION

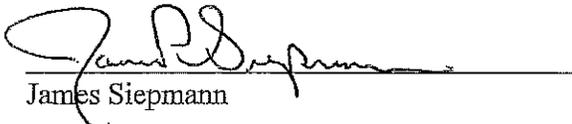
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Town of Waukesha Zoning Code hereby recommends **approval** of **ZT-1856 (Thomas Schepp)** in accordance with the attached "Staff Report and Recommendation".

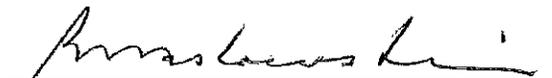
PARK AND PLANNING COMMISSION

August 17, 2017


Richard Morris, Chairperson


Robert Hamilton


James Siepmann


William Maslowski

Absent
Robert Peregrine (Absent)

Absent
William Mitchell (Absent)

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

DATE: August 17, 2017

FILE NO.: ZT-1856

TAX KEY NO.: WAKT 1297.966

OWNER/APPLICANT: Select Storage 51 LLC
c/o Thomas Schepp
15045 Dublin Court
Brookfield, WI 53005-1547

LOCATION:

Part of the NE ¼ of Section 1, T6N, R19E, Town of Waukesha. More specifically the property is located at S16 W22171 S.T.H. 59, containing approximately 4.6 acres.

EXISTING ZONING: R-3 Single Family Residential District.

PROPOSED ZONING: B-3 General Business District.

EXISTING LAND USE: Residential – rental, and a shed, both to be removed.

PROPOSED LAND USE:

The construction of two rental storage buildings (mini-warehouses), 6,400 and 8,450 square foot in size.

PUBLIC HEARING DATE: February 9, 2017.

PUBLIC REACTION:

Four neighbors were concerned about drainage and flooding on the properties along Anoka Avenue. One stated a drainage study has not been done and filling would affect the properties along Anoka Avenue. Another stated retention ponds are nothing but breeding areas for mosquitos. Another questioned when will all of the rezoning of the residential properties along S.T.H. 59 stop. Another stated there is not enough planning being done before properties are rezoned. The former owner of the subject property asked that the rezoning be approved as the property has been for sale for a long time.

It should be noted the rezoning of properties must be approved in compliance with the Town and County Comprehensive Development Plans, which were approved in 2009 after a lengthy cooperative countywide planning effort. Currently, both plans designate the parcels between S.T.H. 59 and the New Berlin Recreation Trail, and between Springdale Road and S.T.H. 164, for commercial and industrial use, with the exception of any Isolated Natural Resource Areas. Erosion and stormwater issues will be addressed as part of the permitting process for the proposed use.

TOWN PLAN COMMISSION ACTION:

On February 9, 2017, the Town Plan Commission unanimously recommended approval of the rezoning request subject to the following conditions:

1. The Petitioner shall satisfy all comments, conditions, and concerns of the Town Chairman, Town Engineer, Town Planner, and Waukesha County, in regard to the rezone.
2. The rezone shall not be in full force and effect until such time as:
 - a. The Petitioner obtains approval of the Site Plan and Plan of Operation per Section 13-2-4 of the Town of Waukesha Code of Ordinances.

- b. The Petitioner obtains appropriate approvals and permits from Waukesha County for an erosion control plan and stormwater plan.
 - c. The Petitioner obtains appropriate approvals and permits from the Wisconsin Department of Transportation for driveway access onto Arcadian Avenue (S.T.H. 59).
 - d. The Petitioner obtains approval of any Signage per Section 13-2-15 of the Town of Waukesha Code of Ordinances.
3. The Petitioner shall reimburse the Town of Waukesha for all costs and expenses 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.

TOWN BOARD ACTION:

On February 9, 2017, the Town Board unanimously approved the rezoning request in accordance with the recommendation of the Town Plan Commission.

COMPLIANCE WITH THE WAUKESHA COUNTY AND THE TOWN OF WAUKESHA COMPREHENSIVE DEVELOPMENT PLANS:

Both plans designate the northern one third of the subject parcel as Commercial and Office Park and the southern two thirds as Industrial, and the proposed use complies with both plans.

STAFF ANALYSIS:

The property is located on the south side of S.T.H. 59, just west of Springdale Road. It contains a small residence and a shed, both of which are proposed to be removed in order to construct two (2) commercial storage buildings, 6,400 square feet and 8,450 square feet in size. Wetlands were delineated in 2016 in the east and south portions of the site (see Exhibit "A"). Mini-warehouses are a permitted use in the B-3 General Business District and Site Plan/Plan of Operation approval and erosion control and stormwater management is being required.

It should be noted that the Town is currently updating their Town Zoning Map and the wetlands identified on the site will be reflected as a Conservancy overlay on that newly adopted map. The Town is imposing the offset, setback and separation requirements from the wetlands currently in effect for the proposed use, as well as access, signage, architectural, and Site Plan/Plan of Operation review.

STAFF RECOMMENDATION:

Based on the above analysis, the Planning and Zoning Division Staff recommends approval of the rezone request as conditioned by the Town of Waukesha above. The request is consistent with the Town and County Comprehensive Development Plans and the proposed use complies with the Town of Waukesha Zoning Code.

Respectfully submitted,

Sandra L. Scherer

Sandy Scherer
Senior Planner

Attachments: Exhibit "A"
Town Ordinance
Map

ORDINANCE NO. 2017-02

ORDINANCE REZONING PROPERTIES FOR A PARCEL
FROM R-3 RESIDENTIAL DISTRICT TO THE B-3 GENERAL BUSINESS DISTRICT
TOWN OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

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

Section 1: The following-described property is rezoned from the R-3 (Residential District) zoning classifications: to the B-3 (General Business District) zoning classifications:

Legal Description: ALL THAT PART OF THE NE ¼ OF SECTION 1, TOWN 6 NORTH, RANGE 19 EAST, IN THE TOWN OF WAUKESHA, COUNTY OF WAUKESHA, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS STATE TRUNK HIGHWAY #41, (NOW STATE TRUNK HIGHWAY #59) SAID POINT BEING THE NW CORNER OF THE LAND TO BE DESCRIBED AND BEING SOUTH 89 DEGREES 13' WEST, 979.39 FEET FROM THE POINT WHERE THE CENTER LINE OF SAID HIGHWAY IS INTERSECTED BY THE EAST LINE OF SAID SECTION 1; THENCE SOUTH 0 DEGREES 28' WEST 659.4 FEET TO A STAKE; THENCE NORTH 89 DEGREES 13' EAST, PARALLEL WITH THE CENTER LINE OF SAID STATE TRUNK HIGHWAY 41, 330.1 FEET TO A STAKE; THENCE NORTH 0 DEGREES 78' EAST, PARALLEL WITH THE FIRST DESCRIBED LINE 659.4' TO THE CENTER LINE OF SAID STATE TRUNK HIGHWAY 41; THENCE SOUTH 89 DEGREES 13' WEST ALONG THE CENTER LINE OF HIGHWAY, 330.1 FEET TO THE PLACE OF BEGINNING.

Address: S16W22171 Arcadian Avenue, Waukesha, WI 53186, Tax Key WAKT1297966.

SECTION 2: SEVERABILITY.

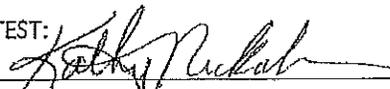
The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision,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

SECTION 3: EFFECTIVE DATE.

This ordinance shall take effect immediately upon passage and posting as provided by law.
Adopted by the Town Board of the Town of Waukesha on this 9th day of February, 2017.

TOWN BOARD, TOWN OF WAUKESHA,
WAUKESHA COUNTY, WI

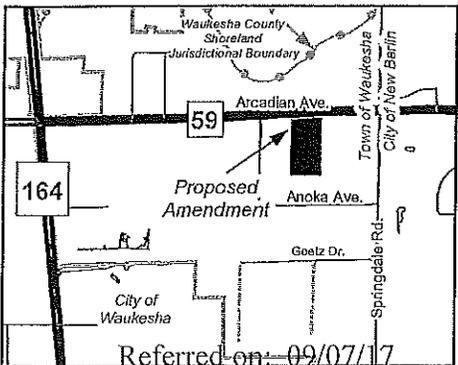
By: 
John Marek, Town Chairman

ATTEST: 
Kathy Nickolaus, Town Clerk-Treasurer

RECEIVED
7/25/2017
DEPT OF PARKS &
LAND USE

ZONING AMENDMENT

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



 TOWN ZONING CHANGE FROM R-3 SINGLE FAMILY RESIDENCE DISTRICT TO B-3 GENERAL BUSINESS DISTRICT

 WETLAND AREAS PROPOSED TO HAVE FUTURE CONSERVANCY OVERLAY ZONING DISTRICT

FILE NO.ZT-1856
 PETITIONER.....SELECT STORAGE 51 LLC
 DATE OF PLAN COMM. CONSIDERATION.....08/17/17
 AREA OF CHANGE.....4.7 ACRES
 TAX KEY NUMBER.....WAKT 1297.966

1 inch = 200 feet


Prepared by the Waukesha County Department of Parks and Land Use
 File Number: 17-0-002 Referred to: LU 100 7 200

1 AMEND THE DISTRICT ZONING MAP OF THE TOWN OF DELAFIELD ZONING CODE
2 BY REZONING CERTAIN LANDS LOCATED IN PART OF THE SE ¼ OF SECTION 34,
3 T7N, R18E, TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN, FROM THE
4 A-1 AGRICULTURAL DISTRICT TO THE A-2 RURAL HOME DISTRICT (ZT-1857)
5
6

7 WHEREAS, after proper notice was given, a public hearing was held and the subject matter of
8 this Ordinance was approved by the Delafield Town Board on July 25, 2017; and
9

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

15 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
16 that the District Zoning Map for the Town of Delafield Zoning Code, adopted by the Town of
17 Delafield on July 20, 1998, is hereby amended to rezone from the A-1 Agricultural District to the
18 A-2 Rural Home District, certain lands located in part of the SE ¼ of Section 34, T7N, R18E,
19 Town of Delafield, Waukesha County, Wisconsin, and more specifically described in the “Staff
20 Report and Recommendation” and map on file in the office of the Waukesha County Department
21 of Parks and Land Use and made a part of this Ordinance by reference ZT-1857, is hereby
22 approved.
23

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

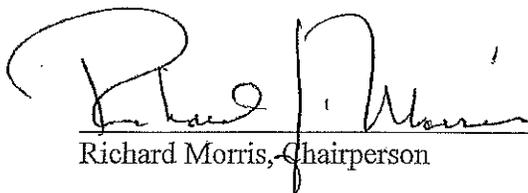
27 BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon passage,
28 approval and publication.

COMMISSION ACTION

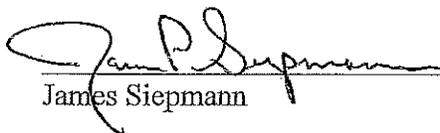
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Town of Delafield Zoning Code hereby recommends approval of ZT-1857 (Jeffrey Zsori, Trustee - Patricia Mayer Revocable Trust of 2012 DTD 12/27/12) in accordance with the attached "Staff Report and Recommendation".

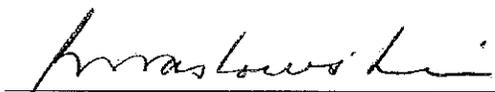
PARK AND PLANNING COMMISSION

August 17, 2017


Richard Morris, Chairperson


Robert Hamilton


James Siepmann


William Maslowski


Robert Peregrine (Absent)


William Mitchell (Absent)

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

DATE: August 17, 2017

FILE NO.: ZT-1857

PETITIONER: Jeffrey Zsori, Trustee

OWNER: Patricia Mayer Revocable Trust of 2012 DTD 12/27/12
S11 W30520 Summit Avenue
Waukesha, WI 53188-9449

TAX KEY NO.: DELT 0855.999

LOCATION:

Part of the SE ¼ of Section 34, T7N, R18E, Town of Delafield. More specifically, the property is located at S11 W30520 Summit Avenue, containing approximately 45 acres. The portion of the property proposed to be rezoned is approximately 11.7 acres.

EXISTING ZONING:

A-1 Agricultural District.

EXISTING LAND USE:

Agricultural.

PROPOSED ZONING:

A-2 Rural Home District.

PROPOSED LAND USE:

Agricultural.

PUBLIC HEARING DATE:

July 18, 2017.

PUBLIC REACTION:

None.

TOWN PLAN COMMISSION ACTION:

The Town of Delafield Plan Commission, at their meeting of July 18, 2017, recommended approval of the request to the Town Board.

TOWN BOARD ACTION

On July 25, 2017, by a 4 to 1 vote, the Town of Delafield Board approved the rezoning request.

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

The Waukesha County Comprehensive Development Plan and the Town of Delafield Comprehensive Plan

designate the property in the Rural Density and Other Agricultural Land category. In the Town of Delafield, said category allows for a maximum of one dwelling unit per 3.2 acres. The proposed rezoning eliminates one lot and the proposal complies with density requirements.

STAFF ANALYSIS:

The subject property is located in the agricultural southern part of the Town of Delafield, just north of U.S.H. 18. The petitioner's farm currently contains three parcels. The subject 45-acre parcel is in farm use and contains a residence. The petitioner's land holdings include two 7-acre parcels located immediately to the southeast. The petitioners are proposing a land division to combine the two smaller parcels with the majority of the subject parcel (see Exhibit "A"). The result will be an 11.7-acre parcel in the southwest corner of the property and a 48-acre parcel that absorbs the acreage that had previously included the two smaller parcels. The two smaller parcels were severely substandard to A-1 District 40-acre lot size requirements. This rezone and reconfiguration will create one large conforming A-1 parcel with the acreage to be rezoned being placed in the A-2 District, which allows for lots as small as 3 acres. The petitioner's representatives stated at Town meetings that this action was being taken to avoid foreclosure.

STAFF RECOMMENDATION:

It is the opinion of the Planning and Zoning Division Staff that this request be **approved**. The proposed rezoning is consistent with Town and County land use plans and will result in the elimination of two sub-standard parcels.

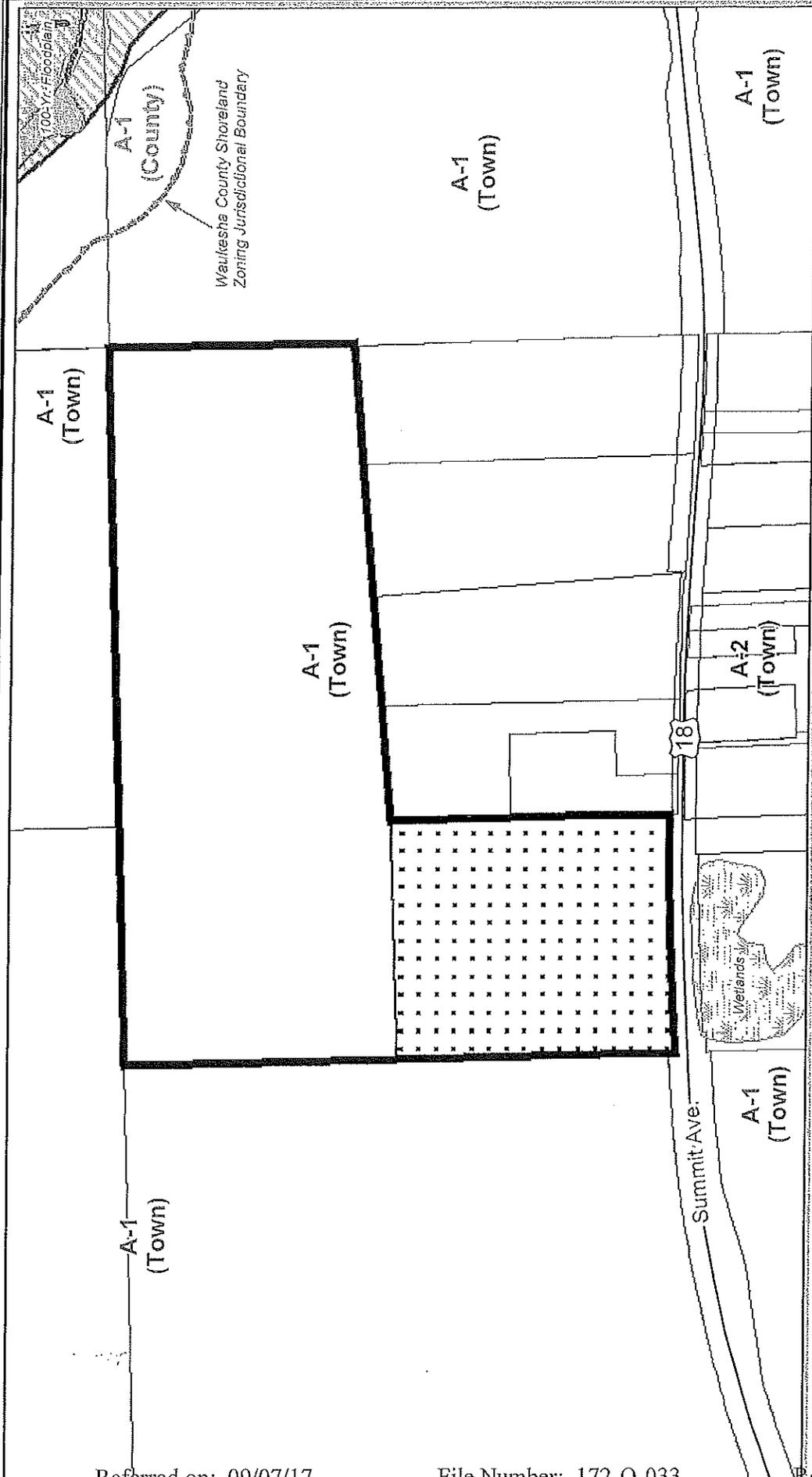
Respectfully submitted,

Jason Fruth

Jason Fruth
Planning and Zoning Manager

Attachment: Map
Exhibit "A"
Town Ordinance 2017-07

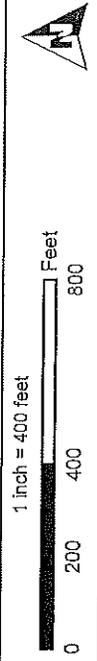
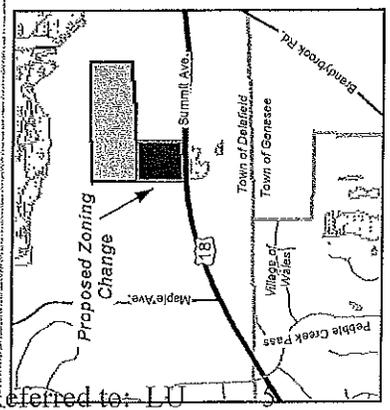
N:\PRKANDLU\Planning And Zoning\Rezones\Staff Reports\1857 Jeffrey Zsori Mayer Rev Trust Dit.Doc



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

FILE.....ZT-1857
 DATE.....08/17/17
 AREA OF CHANGE.....11.7 ACRES
 TAX KEY NUMBER.....DELT 0855.999

ZONING MAP AMENDMENT
 PART OF THE SW 1/4 OF SECTION 34
 TOWN OF DELAFIELD



Referred on: 09/07/17

File Number: 172-O-033

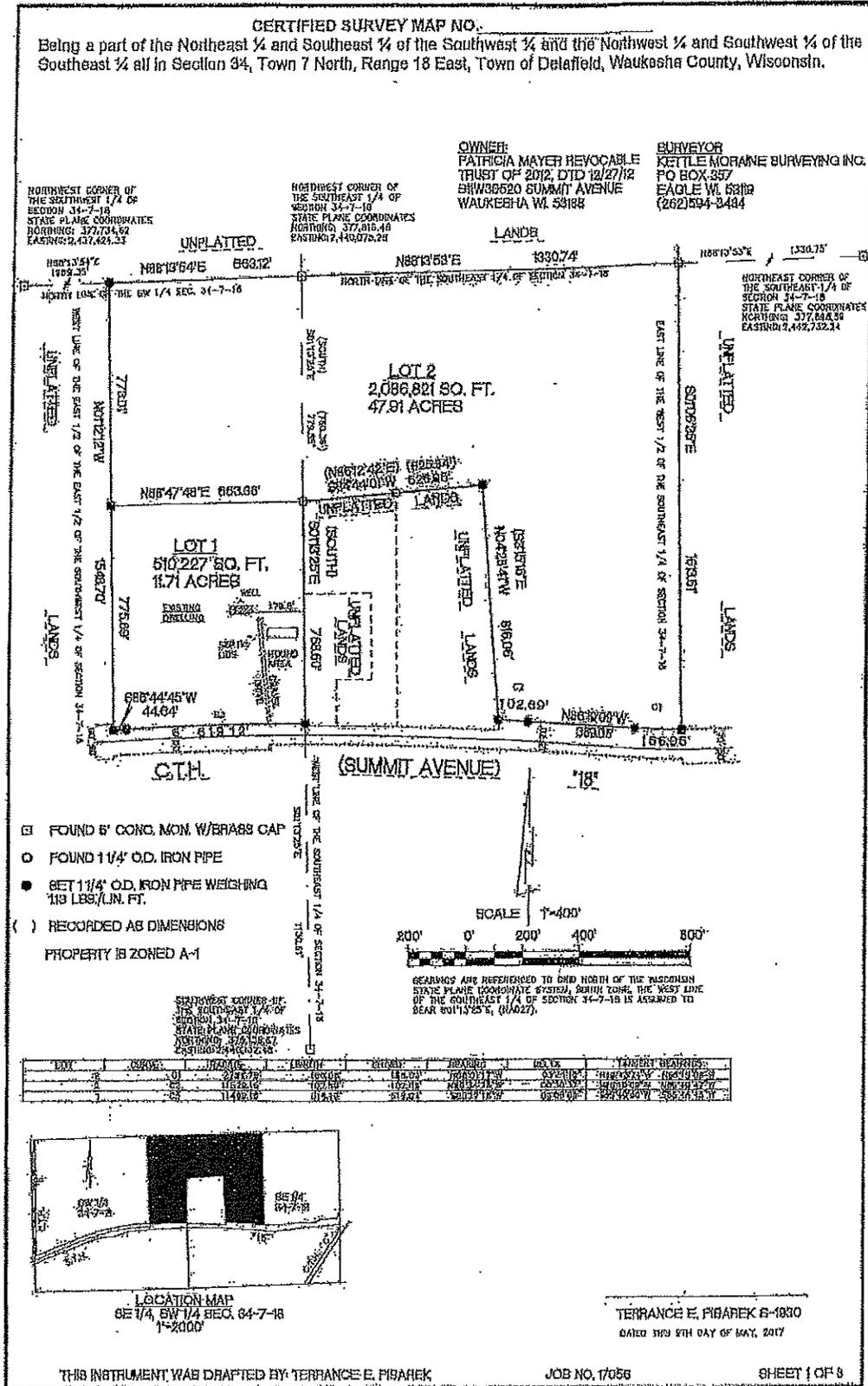
Referred to: LU

EXHIBIT "A"

RECEIVED

AUG 09 2017

DEPT OF PARKS & LAND USE



RECEIVED

AUG 08 2017

State of Wisconsin

Town of Delafield

Waukesha County

Ordinance No. 2017-07

DEPT OF PARKS & LAND USE

An Ordinance to amend the Zoning Map of the Town of Delafield from A-1 to A-2 on lands located in the Northeast ¼ and Southeast ¼ of the Southwest ¼ of Section 34, Town 7 North Range 18 East, Town of Delafield, Waukesha County Wisconsin

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

Section 1:

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

Commencing at the Northwest corner of the Southwest ¼ of Section 34, T7N, R18E, Town of Delafield Waukesha County, Wisconsin, thence North 88°13'54" East along the north line of the Southwest ¼ of said Section 34, 1989.35 feet to the West line of the East ½ of the Southwest ¼ of said Section 34; thence South 01°12'12" East, 773.01 feet to the point of beginning; thence North 88°47'48" East, 663.36 feet; thence South 01°13'25" East, 768.60 to the North right-of-way line of USH 18 (Summit Avenue); thence westerly 619.12 feet along said North line and the arc of a curve concave to the south, having a radius of 11,499.16 feet and a chord which bears South 88°17'18" West, 619.04 feet; thence South 86°44'45" West, along said North line 44.64 feet to the West line of the East ½ of the Southwest ¼ of said Section 34; thence North 01°12'12" West along said West line, 775.69 feet to the point of beginning. Said lands containing 510,227 square feet (11.71 acres) more or less.

Section 2: Severability.

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

Section 3: Effective Date.

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

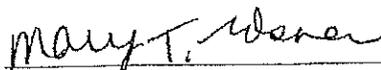
This ordinance passed this 25th day of July, 2017.

BY THE TOWN BOARD OF THE TOWN OF DELAFIELD:



Lawrence G. Krause, Town Chairman

ATTEST:



Mary T. Elsner
Town Clerk/Treasurer

tg b H:\1171600\Doc\O 170719 Patricia Mayer Trust Rezoning.docx

1 APPROVE DISTRIBUTION EASEMENT TO WISCONSIN ELECTRIC POWER COMPANY
2 TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND
3 EXTEND UNDERGROUND UTILITY FACILITIES ON WAUKESHA
4 COUNTY AIRPORT PROPERTY
5
6

7 WHEREAS, Waukesha Flying Services, Inc., doing business as Atlantic Aviation, a tenant of
8 Waukesha County Airport, requires energy services from Wisconsin Electric Power Company
9 doing business as WE Energies for its new hangar located at 2621 Aviation Drive, Waukesha,
10 WI; and
11

12 WHEREAS, it is deemed necessary to allow We Energies, to construct, install, operate,
13 maintain, repair, replace and extend underground utility facilities on Waukesha County's land for
14 the purpose of providing and maintaining electrical service to Atlantic Aviation's new hangar;
15 and
16

17 WHEREAS, it is necessary to provide an easement from Waukesha County to We Energies for
18 the purpose of constructing, installing, operating, maintaining, repairing, replacing and extending
19 underground utility facilities on County-owned land; and
20

21 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
22 that Waukesha County's grant of an Underground Utility Easement ("Easement") to Wisconsin
23 Electric Power Company, which will be recorded in the Office of the Register of Deeds, is
24 hereby approved.
25

26 BE IT FURTHER ORDAINED that the Director of the Department of Public Works may
27 execute said Easement on behalf of Waukesha County.

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **4068635** IO NO. **5463**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **WAUKESHA COUNTY**, hereinafter referred to as "Grantor", owner of land and operator of the Waukesha County Airport, is obligated to meet standards established by the Federal Aviation Administration relating to airport safety and the protection of aircraft landing and taking off from its airport, hereby grants to **WISCONSIN ELECTRIC POWER COMPANY**, a Wisconsin corporation doing business as **We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within and beneath, over and a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as a strip of land twelve (12) feet in width of Grantor's premises being a part of the Northwest 1/4 and Southwest 1/4 of Section 27 and the Northeast 1/4 of Section 28, Township 7 North, Range 19 East, in the City of Waukesha, County of Waukesha, State of Wisconsin.

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

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

WAKC 0970-999
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. The location and height of any above ground equipment/structures are subject to prior approval of Grantor, such approval to not be unreasonably withheld provided that said equipment/structures do not interfere with Grantor's airport requirements or operations. Trees, bushes, branches and roots may be trimmed within the easement area so as not to interfere with Grantee's use of the easement area. No trees or bushes shall be removed from within the easement area without the prior approval of the Waukesha County Department of Public Works, which approval shall not be unreasonably withheld, conditioned or delayed provided that said removal is reasonably necessary for Grantee's full enjoyment of the rights granted herein. Grantee shall not trim, cut down or remove trees and bushes outside the easement area without prior approval of the Waukesha County Department of Public Works.
2. **Consistent Uses Allowed:** The Grantor reserves the right to use the easement area for purposes which are not inconsistent with the purpose of this easement nor interfere with the Grantee's full enjoyment of the easement rights granted herein. Grantor reserves the right to grant easement rights to other persons or entities as the Grantor deems appropriate, provided the easement rights are not inconsistent with the purpose of this easement nor interfere with the Grantee's full enjoyment of the easement rights granted herein. If the land on which the facilities are installed is needed by the Grantor for a public purpose which requires the removal or relocation of said facilities, Grantee shall, within ninety (90) days after notification by the Grantor, remove or relocate said facility to a mutually agreeable location. The cost of such relocation shall be borne by the party benefitting from such relocation.
3. **Access:** Grantee or its agents shall have the right to enter and use the easement area with full right of ingress and egress over and across the easement area and such adjacent lands of Grantor being primarily the adjacent Aviation Drive and other adjoining hard surface unless otherwise agreed upon prior to any such entrance onto Grantor's property outside the easement area for reasonable access to the easement area for the purpose of exercising its rights in the easement area. Except in the case of an emergency, Grantee or its agents shall provide Grantor 24 hours' advanced notice of entry.
4. **Aircraft Interference:** Grantee will not permit or suffer the use of the easement area as to create any electrical or electronic interference with radio communications between any air navigational or aviation communications installation upon or in the vicinity of the airport property and aircraft, or as to make it difficult for an aircraft pilot to distinguish between airport lights and others, or as to otherwise impair an aircraft pilot's visual perception in the

vicinity of the airport or as otherwise to endanger the landing, taking off, or maneuvering of aircraft in the vicinity of said airport property.

5. **Buildings or Other Structures:** Grantor agrees that no new structures will be erected in the easement area as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
6. **Above Surface Objects:** Grantee agrees that so long as the underlying airport property is used for airport purposes, no poles, additional surface markers or surface structures of any kind shall be placed upon airport property, and Grantee agrees to not replace or relocate any existing facilities within the easement area without the prior written approval of the Grantor, it being understood and agreed, however, that such approval shall not be unreasonably withheld. Equipment may not encroach into protected airspace except in emergencies.
7. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
8. **Restoration:** Grantee agrees to restore or cause to have restored any and all damages to Grantor's land which resulted from Grantee's entrance and/or performance of its work while in the exercise of its rights hereunder, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area and for which, where necessary under the terms hereof, Grantee has obtained prior approval to remove.
9. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
10. **Indemnify and Hold Harmless:** In consideration of the foregoing grant, it is understood that during Grantee's exercise of its rights hereunder, including during such time as its facilities are located on Grantor's land pursuant to this grant, Grantee will indemnify, defend and save the Grantor, its successors and assigns harmless from any and all claims for injury or death to any person or for damage to property of any person arising out of Grantee's exercise of any of its rights under this easement; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its successors and assigns, Grantors employees, agents and invitees.
11. **Governing Law:** This easement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
12. **Invalidity:** If any term or condition of this easement, or the application of this easement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this easement or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
13. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto. Grantee shall not assign its interest in this easement unless Grantor has provided written consent.
14. **Entire Agreement:** This easement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this easement and duly recorded in the Office of the Register of Deeds of Waukesha County, Wisconsin.

[Signatures on Next Pages]

IN WITNESS WHEREOF, the Grantor has caused this Distribution Easement to be approved by the Waukesha County Board of Supervisors and signed by its Director of Public Works.

Grantor: WAUKESHA COUNTY

By: _____
Allison Bussler, Director of Public Works

Acknowledged before me in Waukesha County, Wisconsin on _____, 2017, by Allison Bussler, Director of Public Works, on behalf of Waukesha County.

(NOTARY STAMP/SEAL)

Notary Public, Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

My commission expires _____

IN WITNESS WHEREOF, the Grantee has caused this Distribution Easement to be and signed by its Manager of Property Management.

Grantee: **WISCONSIN ELECTRIC POWER COMPANY,**
doing business as **We Energies**

By: _____
James T. Raabe, Manager of Property Management

Acknowledged before me in _____ County, Wisconsin on _____, 2017, by James T. Raabe, Manager of Property Management, on behalf of Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies.

(NOTARY STAMP/SEAL)

Notary Public, Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

My commission expires _____

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

1 APPROVE TRANSFER OF ANY RETAINED RIGHTS IN NEVINS
2 STREET (FORMER CTH F) TO THE VILLAGE OF BIG BEND
3
4

5 WHEREAS, Waukesha County operates and improves a system of county highways; and
6

7 WHEREAS, Waukesha County re-aligned County Trunk Highway (CTH) F in 1964 as part of
8 Highway Project S 0475(2), which created Nevins Street; and
9

10 WHEREAS, the Village of Big Bend operates, maintains and has jurisdiction over Nevins Street
11 following the 1964 re-alignment of CTH F; and
12

13 WHEREAS, the County had a Jurisdictional Transfer of this section of CTH F (now STH 164) in
14 1988 to the Wisconsin Department of Transportation; and
15

16 WHEREAS, a cul-de-sac and dead end was created on Nevins Street between STH 164 (Old
17 CTH F) in 2011 as a part of the Wisconsin Department of Transportation's Highway Project ID
18 2810-06-21; and
19

20 WHEREAS, the Village of Big Bend has requested that Waukesha County quit claim any
21 interest it may have retained in the following described right of way of Nevins Street:
22

23 Nevins Street Right of Way as described on Wisconsin Department of Transportation
24 Project Plat 2810-06-21-4.01:
25

26 All that part of the NE ¼ of the SE ¼ of Section 23, and the NW ¼ of the SW ¼ of
27 Section 24, in T5N, R19E in the Village of Big Bend and Waukesha County, Wisconsin
28 bounded and described as follows:
29

30 Commencing at the east quarter corner of said Section 23; thence S89°41'27"W along the
31 north line of said SE ¼, 37.08 feet to a point on the westerly right of way line of STH 164
32 as established by Transportation Project Plat No: 2810-06-21-4.01 as recorded as
33 Document No. 3884036 in the Waukesha County Registry; thence southeasterly 11.84
34 feet along said right of way line and the arc of a curve of radius 605.19 feet, center lies to
35 the east, chord of said arc bears S06°33'11"E 11.84 feet to a point on westerly right of
36 way line of Nevins Street and the place of beginning of the lands hereinafter described;
37 thence continuing southeasterly 255.03 feet along said right of way line and arc of a
38 curve of radius 605.19 feet, center lies to the east, chord of said arc bears S19°11'09"E
39 253.15 feet to a point on the easterly right of way line of said Nevins Street; thence
40 S41°58'47"W along said easterly right of way line 110.45 feet; thence S57°59'18"E
41 along said right of way line 6.07 feet; thence S16°46'15"W along said right of way line
42 58.12 feet; thence S10°20'54"W along said right of way line 143.20 feet; thence
43 N79°00'04"E along said right of way line 45.00 feet to a point on the northerly right of
44 way line of CTH "L"; thence S48°15'52"W along said northerly right of way line 175.61
45 feet to a point on the westerly right of way line of said Nevins Street; thence
46 N10°20'54"E along said right of way line 639.66 feet to the place of beginning.
47

48 Containing an area of 40,148 square feet (0.922 acres), and

49
50 WHEREAS, the Waukesha County Board has the authority to transfer land pursuant to Section
51 59.52(6)(c), Wisconsin Statutes.

52
53 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
54 that Waukesha County is permitted to quit claim any interest it may have retained in the below
55 described right of way of Nevins Street (former CTH F) containing 40,148 square feet (0.922
56 acres) acres of land more or less:

57
58 Nevins Street Right of Way as described on Wisconsin Department of Transportation
59 Project Plat 2810-06-21-4.01:

60
61 All that part of the NE ¼ of the SE ¼ of Section 23, and the NW ¼ of the SW ¼ of
62 Section 24, in T5N, R19E in the Village of Big Bend and Waukesha County, Wisconsin
63 bounded and described as follows:

64
65 Commencing at the east quarter corner of said Section 23; thence S89°41'27"W along the
66 north line of said SE ¼, 37.08 feet to a point on the westerly right of way line of STH 164
67 as established by Transportation Project Plat No: 2810-06-21-4.01 as recorded as
68 Document No. 3884036 in the Waukesha County Registry; thence southeasterly 11.84
69 feet along said right of way line and the arc of a curve of radius 605.19 feet, center lies to
70 the east, chord of said arc bears S06°33'11"E 11.84 feet to a point on westerly right of
71 way line of Nevins Street and the place of beginning of the lands hereinafter described;
72 thence continuing southeasterly 255.03 feet along said right of way line and arc of a
73 curve of radius 605.19 feet, center lies to the east, chord of said arc bears S19°11'09"E
74 253.15 feet to a point on the easterly right of way line of said Nevins Street; thence
75 S41°58'47"W along said easterly right of way line 110.45 feet; thence S57°59'18"E
76 along said right of way line 6.07 feet; thence S16°46'15"W along said right of way line
77 58.12 feet; thence S10°20'54"W along said right of way line 143.20 feet; thence
78 N79°00'04"E along said right of way line 45.00 feet to a point on the northerly right of
79 way line of CTH "L"; thence S48°15'52"W along said northerly right of way line 175.61
80 feet to a point on the westerly right of way line of said Nevins Street; thence
81 N10°20'54"E along said right of way line 639.66 feet to the place of beginning.

82
83 Containing an area of 40,148 square feet (0.922 acres).

84
85 BE IT FURTHER ORDAINED that the County Executive and County Clerk are authorized to
86 sign the necessary documents to transfer any rights Waukesha County may have retained in
87 Nevins Street (former CTH F) to the Village of Big Bend and effectuate the approved transfer.

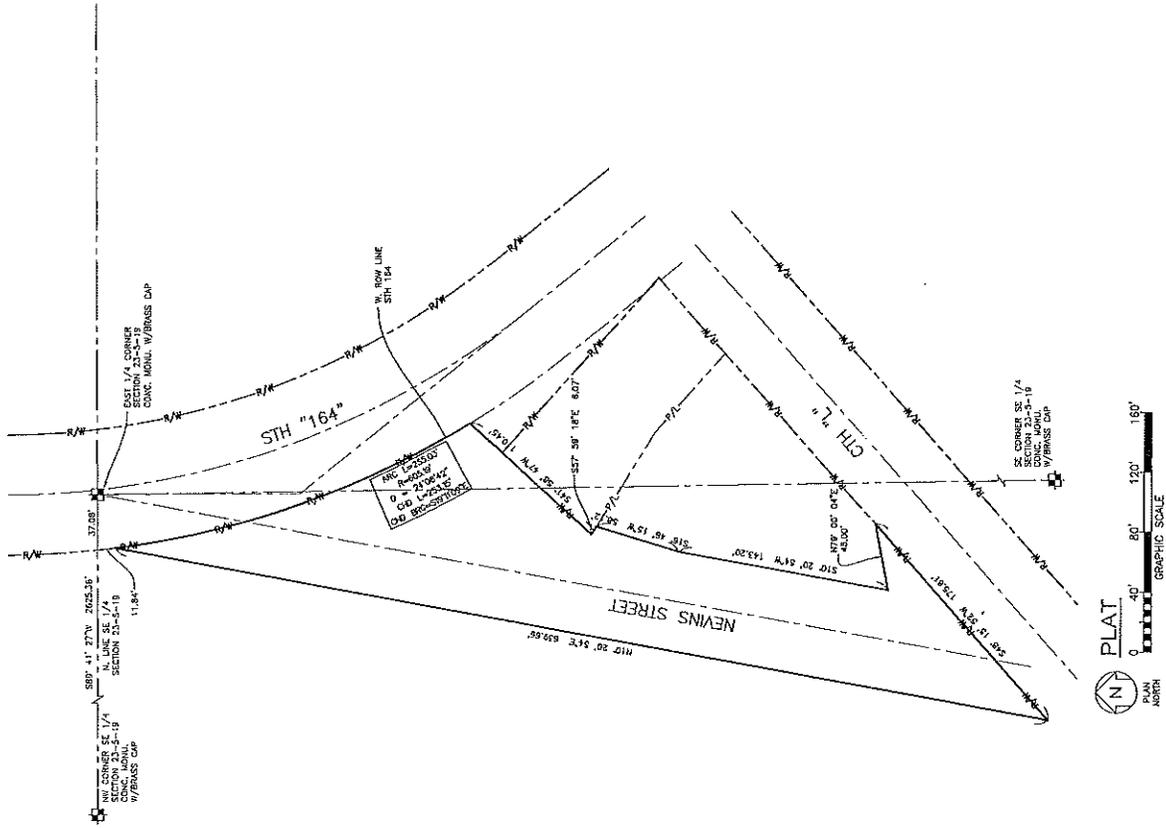
Legal Description:

Nevins Street Right of Way as described on Project Plat 2810-06-21-4.01

All that part of the NE ¼ of the SE ¼ of Section 23, and the NW ¼ of the SW ¼ of Section 24, in T5N, R19E in the Village of Big Bend and Waukesha County, Wisconsin bounded and described as follows:

Commencing at the east quarter corner of said Section 23; thence S89°41'27"W along the north line of said SE ¼, 37.08 feet to a point on the westerly right of way line of STH 164 as established by Transportation Project Plat No. 2810-06-21-4.01 as recorded as Document No. 9884036 in the Waukesha County Registry; thence southeasterly 11.84 feet along said right of way line and the arc of a curve of radius 605.19 feet, center lies to the east, chord of said arc bears S06°35'11"E 11.84 feet to a point on westerly right of way line of Nevins Street and the place of beginning of the lands hereinafter described; thence continuing southeasterly 255.08 feet along said right of way line and arc of a curve of radius 605.19 feet, center lies to the east, chord of said arc bears S19°11'09"E 253.15 feet to a point on the easterly right of way line of said Nevins Street; thence S41°58'47"W along said easterly right of way line 110.45 feet; thence S57°59'18"E along said right of way line 6.07 feet; thence S16°46'15"W along said right of way line 58.12 feet; thence S10°20'54"W along said right of way line 143.20 feet; thence N7°5'00"04"E along said right of way line 45.00 feet to a point on the northerly right of way line of CTH "L"; thence S48°15'52"W along said northerly right of way line 175.61 feet to a point on the westerly right of way line of said Nevins Street; thence N10°20'54"E along said right of way line 639.66 feet to the place of beginning.

Containing an area of 40,148 square feet (0.922 acres).



1 MODIFY THE 2017 TRANSPORTATION FUND BUDGET FOR ADDITIONAL STATE
2 DISCRETIONARY MAINTENANCE WORK AND EQUIPMENT PURCHASE
3
4

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

9 WHEREAS, most of the work associated with State projects is routine and reimbursed through
10 the annual Routine Maintenance Agreement (RMA); and
11

12 WHEREAS, sometimes State discretionary funds are available which allow the State Wisconsin
13 Department of Transportation (WisDOT) to enter into agreements with the County called
14 Discretionary Maintenance Agreements (DMA); and
15

16 WHEREAS, the County has a signed DMA agreement with WisDOT to purchase a \$90,000 salt
17 conveyor to provide area-wide service for loading salt into Southeast Wisconsin region salt
18 domes, which was not included in the 2017 budget; and
19

20 WHEREAS, the County has another signed DMA agreement for additional asphalt repair work
21 for \$150,000; and
22

23 WHEREAS, department management estimates that \$90,000 of the asphalt repair work will be
24 needed for additional materials, which are not included in the budget, with the remaining
25 \$60,000 covered within existing appropriations for labor, vehicle/equipment costs, and
26 administrative cost recovery; and
27

28 WHEREAS, the State will reimburse the County for these expenses related to both signed DMA
29 agreements.
30

31 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
32 that the Department of Public Works – Transportation Fund 2017 budget be modified by
33 increasing General Governmental revenues by \$180,000, and appropriating \$90,000 of Operating
34 Expenses to provide for increased expenditures associated with the State Highway Maintenance
35 asphalt repair project and appropriating \$90,000 of Fixed Assets to provide for the purchase of a
36 State-owned salt conveyor.

FISCAL NOTE

MODIFY THE 2017 TRANSPORTATION FUND BUDGET FOR ADDITIONAL STATE
DISCRETIONARY MAINTENANCE WORK AND EQUIPMENT PURCHASE

This ordinance modifies the 2017 Transportation fund budget to appropriate an additional \$180,000 of state funds for additional highway maintenance work and equipment purchases, based on signed Discretionary Maintenance Agreements (DMA's) with the Wisconsin Department of Transportation (WisDOT).

The first DMA will fund the purchase of a salt conveyer, and will require \$90,000 of additional fixed asset appropriations. The second DMA will fund additional asphalt repair work on state highways, and is estimated to cost \$150,000. The 2017 budget already includes budget authority for \$60,000 of these project costs for labor, vehicle/equipment, and administrative costs. However, an additional \$90,000 of operating expenses will need to be appropriated to cover material costs (not already included in the 2017 budget). All related expenses will be funded with state highway maintenance revenues.

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



Linda G. Witkowski
Budget Manager
9/1/2017
BPD
JE # 2017-00008074

1 APPROVE BLUE SKY FLIGHT ACADEMY LLC AS AN AERONAUTICAL SERVICE
2 PROVIDER AT WAUKESHA COUNTY AIRPOR AND ITS OPERATING AGREEMENT
3
4

5 WHEREAS, Blue Sky Flight Academy LLC has applied to become a Flight Training, Aircraft
6 Lease and Rental, and Aircraft Storage Aeronautical Service Provider (ASP) in accordance with
7 the Waukesha County's Minimum Standards for Aeronautical Service Providers; and
8

9 WHEREAS, Section 9-58 of the Waukesha County Code of Ordinances requires all Aeronautical
10 Service Providers to enter into a lease or other written agreement with the County; and
11

12 WHEREAS, the Waukesha County Airport, with review by the Airport Operations Commission
13 and approval by the Waukesha County Board of Supervisors, creates agreements with
14 Aeronautical Service Providers; and
15

16 WHEREAS, Blue Sky Flight Academy LLC has applied to the Airport Operations Commission
17 to be designated as an ASP at the Waukesha County Airport to provide (1) aircraft lease and
18 rental, (2) flight training, and (3) aircraft storage services; and
19

20 WHEREAS, Blue Sky Flight Academy LLC will invest \$350,000 in hangar and office
21 infrastructure in the Terminal Ramp Development Area and hire 2 full-time employees with
22 annual salaries averaging \$35,000 to operate the business; and
23

24 WHEREAS, an additional flight school will introduce a new land lease and fuel flow revenue to
25 the Waukesha County Airport budget, assisting the airport in reducing its reliance on tax levy
26 from Waukesha County; and
27

28 WHEREAS, the Airport Operations Commission recommended approval of Blue Sky Flight
29 Academy's ASP Application and further recommended that Blue Sky Flight Academy LLC be
30 granted a temporary twelve (12) month variance from the Minimum Standards for Aeronautical
31 Service Providers relating to flight training aircraft as Blue Sky Flight Academy LLC currently
32 operates one single engine aircraft and is in the process of acquiring another single engine
33 aircraft; and
34

35 WHEREAS, Waukesha County Airport and Waukesha County Corporation Counsel have
36 drafted an Operating Agreement; and
37

38 WHEREAS, the approval of the Operating Agreement will allow Blue Sky Flight Academy to
39 operate on Waukesha County Airport; and
40

41 WHEREAS, Waukesha County agrees to amend the Hangar Land Lease Agreement between
42 Waukesha County and RFG, LLC to allow Flight Training, Aircraft Lease and Rental, and
43 Aircraft Storage as approved Aeronautical Services for three (3) years at which time Blue Sky
44 Flight Academy LLC will complete a hangar in the Terminal Ramp Development Area which
45 already allows for Flight Training, Aircraft Lease and Rental, and Aircraft Storage to be
46 performed.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that Blue Sky Flight Academy LLC is approved to become a Flight Training, Aircraft Lease and Rental, and Aircraft Storage Aeronautical Service Provider in accordance with Waukesha County's Minimum Standards for Aeronautical Service Providers.

BE IT FURTHER ORDAINED that the Operating Agreement between Blue Sky Flight Academy LLC is approved allowing a twelve (12) month variance from Waukesha County Airport Minimum Standards' requirement to have not less than two (2) properly certificated aircraft available for use in flight training.

BE IT FURTHER ORDAINED that Amendment No. 1 to the Hangar Land Lease Agreement between Waukesha County and RFG, LLC is approved.

BE IT FURTHER ORDAINED that the Waukesha County Airport Manager is authorized to execute the Operating Agreement, Amendment No. 1 to the Hangar Land Lease Agreement and any other necessary related documents on behalf of Waukesha County.

**BLUE SKY FLIGHT ACADEMY LLC
OPERATING AGREEMENT**

This agreement (the "Agreement") is between Waukesha County (the "County"), a municipal corporation that owns the Waukesha County Airport (the "Airport"), and Blue Sky Flight Academy LLC ("Blue Sky"), a provider of aeronautical services.

WHEREAS, Blue Sky wishes to provide certain aeronautical services at the Airport.

WHEREAS, Division 3 of Article II of Chapter 9 of the Waukesha County Code of Ordinances entitled "Minimum Requirements for Aeronautical Services" (the "Minimum Standards"), including but not limited to Section 9-58 "Minimum Standards for all Aeronautical Service Providers," sets forth requirements and obligations for aeronautical service providers at the Airport. Among other things, the Minimum Standards require that the service provider enter into a lease or an agreement with the County.

WHEREAS, there is currently no lease between the County and Blue Sky, and this Agreement shall constitute the agreement required by the Minimum Standards.

NOW, THEREFORE, the County and Blue Sky (collectively, "the Parties") agree as follows:

**ARTICLE 1
TERM**

This Agreement commences as of October 1, 2017 and ends on September 30, 2022 (the "Term"), unless terminated sooner.

This Agreement may be extended up to two additional five (5) year terms (each, an "Extended Term") by mutual agreement of the Parties. Blue Sky shall make a written request for any extension of this Agreement to the Airport Manager no fewer than sixty (60) days before the end of the then current Term or Extended Term, as the case may be. The County must accept the Extended Term by written acknowledgement in order for the Extended Term to become effective.

**ARTICLE 2
CONTINGENT SUBLEASE**

This Agreement is contingent upon Blue Sky being the sublessee of the premises located at 2317 Aviation Drive and currently leased by the County to RFG, LLC ("County Tenant").

A written sublease between Blue Sky and County Tenant for the property leased (the "Sublease") has been reviewed and approved by the County. No amendment to the Sublease may be made without prior written approval from the Airport Manager, and the failure to obtain any such prior written approval gives the County the right to declare this Agreement terminated.

If the Sublease between Blue Sky and County Tenant is terminated, Blue Sky shall immediately notify the Airport Manager, and the County shall have the right to declare this Agreement terminated.

This Agreement allows Blue Sky to perform all aeronautical services authorized by this Agreement at the subleased premises. Provision of an authorized aeronautical service at a sublease location not approved for that service shall constitute a material breach of this Agreement entitling the County to immediately terminate this Agreement.

**Any office space within the subleased premises may only be used for administrative/office purposes related to the aeronautical services authorized by this Agreement. Failure to follow this requirement will constitute a material breach of this Agreement entitling the County to terminate this Agreement.

ARTICLE 2A OBLIGATION TO LEASE/BUILD

Blue Sky acknowledges that it is the County's desire, consistent with the Airport Master Plan and the Declarations of Covenants and Restrictions for Buildings and Structures of Waukesha County Airport Development District – New Terminal Area Ramp Development (on file with the Airport Manager), to require certain aeronautical service providers like Blue Sky to confine their area of operation to the New Terminal Area Ramp Development District (as defined therein), and that the County has approved Blue Sky's aeronautical service provider application and this Agreement on the express condition that Blue Sky agrees to lease a hangar lot within the New Terminal Area Ramp Development District and complete construction of a hangar from which to provide the aeronautical services authorized by this Agreement. Accordingly, upon execution of this Agreement, Blue Sky shall execute, perform and maintain with the County, a lease option agreement to lease the lot immediately East of the main terminal building (or similar lot) from the County within the New Terminal Area Ramp Development District (the "Hangar Parcel"). Within three (3) years from the commencement date of this Agreement, Blue Sky shall have executed a hangar land lease with the County for the lease of the Hangar Parcel and shall have completed construction of a hangar on the Hangar Parcel from which to provide its aeronautical services. Should Blue Sky fail to complete construction of a hangar on the Hangar Parcel within three (3) years from the commencement date of this Agreement and relocate all aeronautical services thereto, Blue Sky's authorization in this Agreement to perform the aeronautical services identified in Article 4 below shall automatically terminate and the County shall assess, and Blue Sky shall immediately pay to the County, an amount equal to the three (3) year rental rate for the Hangar Parcel. The annual rental rate shall be calculated at \$0.3203 per square foot in 2017 and thereafter be increased annually by CPI as defined in Article 5 below. Notwithstanding the foregoing, the annual increase shall not be less than three and one-half percent (3.5%) and not more than ten percent (10%).

Blue Sky shall be excused from the lease and build obligations of this Article 2A if, prior to the third anniversary of the commencement date of this Agreement: Blue Sky shall have purchased an existing hangar within the New Terminal Area Ramp Development District, the Airport Commission shall have approved Blue Sky's assumption of the corresponding land lease with a remaining term of at least (5) five years, and Blue Sky shall have relocated all of its

aeronautical services to said purchased hangar OR has relocated all of its aeronautical services to the New Terminal Area Ramp Development District.

ARTICLE 3 MINIMUM STANDARDS ORDINANCE

The Minimum Standards Ordinance is attached hereto as Exhibit A and made a part of this Agreement. Whether set forth in this Agreement or not, all of the requirements, duties and obligations for an aeronautical service provider as contained in the ordinance are applicable to Blue Sky, except those which pertain *only* to aeronautical services that Blue Sky is not authorized to provide under the terms of this Agreement. As this Agreement authorizes two (2) or more aeronautical services, Section 9-72 of the Waukesha County Code, Multiple Services is also specifically applicable.

Blue Sky is granted twelve (12) months from the date that the Waukesha County Board approved this Agreement in which to obtain a second aircraft which is a requirement for flight training pursuant to Section 9-65(b)1. of the Waukesha County Code. In the event that Blue Sky does not acquire a second aircraft that meets the requirements of Sec. 9-65(b)1. of the Waukesha County Code within twelve (12) months from the date the Waukesha County Board approved this Agreement, Blue Sky's authorization in this Agreement to perform the aeronautical services identified in Article 4 below shall automatically terminate and the County shall assess, and Blue Sky shall immediately pay to the County, an amount equal to the three (3) year rental rate for the Hangar Parcel. The annual rental rate shall be calculated at \$0.3203 per square foot in 2017 and thereafter be increased annually by CPI as defined in Article 5 below. Notwithstanding the foregoing, the annual increase shall not be less than three and one-half percent (3.5%) and not more than ten percent (10%).

If there is any conflict between any provision in the Minimum Standards and this Agreement, the County, in its sole discretion, will determine which provision shall control.

ARTICLE 4 PERMITTED AERONAUTICAL SERVICES; NO EXCLUSIVITY

Blue Sky may perform the following, and only the following, aeronautical services at the Airport: (1) aircraft lease and rental; (2) flight training; and (3) aircraft storage ("Aircraft Management Services"). These services are more fully described in Sections 9-64, 9-65, and 9-70 of the Minimum Requirements for Aeronautical Services. Blue Sky agrees to perform these aeronautical services for the use and benefit of the public.

Blue Sky does not have an exclusive right to perform these aeronautical services at the Airport, and no person or entity at the Airport is obligated to use any of the aeronautical services that Blue Sky provides.

Aircraft Service by Owner or Operator of Aircraft. It is expressly understood by Blue Sky that no right or privilege has been granted through this Agreement or otherwise which would operate to prevent any person, firm or corporation operating aircraft on the Airport from

performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

**ARTICLE 5
ANNUAL FEE**

For the privileges extended to Blue Sky by the County throughout this Agreement, and in addition to any other amounts specified above, Blue Sky shall pay the County a prorated fee of \$393.04 for the balance of 2017, payable upon execution of this Agreement. For each calendar year thereafter beginning January 1, 2018, payment shall be made on January 1, adjusted as follows:

For the year 2018, and each year thereafter in the same manner using the applicable preceding year's values, the annual fee shall be adjusted on the basis of the percentage by which the average of the United States Consumer Price Index-Urban (or its successor or replacement index) ("CPI") for the previous twelve calendar months ending June, 2017 increased over the average for the prior twelve calendar months ending June, 2016, except as follows: (1) If the percentage decreased, or if the percentage increased by less than 2.5%, the annual fee shall be increased by 2.5%, and (2) in no event shall the annual fee be increased by more than 7.5%. This same adjustment to the annual fee shall be made in the same manner for each succeeding year, including during any Extended Term.

An annual invoice will be generated by the County and sent to Blue Sky. Payments shall be delivered to the Waukesha County Treasurer or as otherwise directed on the invoice.

**ARTICLE 6
RIGHTS AND PRIVILEGES**

In addition to the other rights and privileges accorded to Blue Sky by this Agreement, Blue Sky shall be permitted to use, in common with others, existing and future aeronautical facilities at the Airport. This includes landing areas, roadways, aprons and any air navigation facilities or other conveniences for the flying, landing and taking-off of aircraft. The County may augment, modify or delete any such facilities.

Blue Sky and its suppliers, service providers, customers, visitors and invitees have the right of ingress and egress to Blue Sky's subleased premises, subject to the rules and regulations of the Airport Manager.

**ARTICLE 7
GENERAL OBLIGATIONS**

Blue Sky shall not engage in any activity or business at the Airport, whether it is an aeronautical service or not, other than what is specifically allowed by this Agreement.

Blue Sky shall provide services in accordance with the requirements of the Minimum Standards for All Aeronautical Service Providers as set forth in Section 9-58 of the Minimum Standards and the Minimum Standards for each individual aeronautical service it provides, as those

sections may be amended from time to time. As a provider of multiple aeronautical services, consistent with the requirements of Section 9-72(b)2 of the Minimum Standards, Blue Sky shall provide the facilities, equipment and services required to meet the Minimum Standards for all aeronautical services Blue Sky is permitted to provide under this Agreement. Blue Sky shall, at a minimum, provide auto parking space within the subleased premises to accommodate ten (10) automobiles.

All services that Blue Sky provides must be performed by employees of Blue Sky or through a County-approved subcontract with another approved aeronautical service provider. As a multiple aeronautical service provider, Blue Sky shall have in its employ, and on duty during appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards for each aeronautical service Blue Sky is authorized to provide under this Agreement. All employees shall be appropriately trained and shall meet the qualifications set forth in the Minimum Standards ordinance for the service that the employee provides. Except as provided in Section 9-72(b)4 of the Minimum Standards, an employee may provide more than one aeronautical service so long as the employee is trained for and meets the qualifications for each service.

Blue Sky shall observe and obey the rules and regulations governing the conduct and operations at the Airport as are promulgated from time to time by the Airport Manager.

Blue Sky shall comply with all laws of the United States and the State of Wisconsin, all applicable local ordinances, and all rules and requirements of any law enforcement, fire department or other municipal agency. At its expense, Blue Sky shall obtain any and all permits and licenses that may be necessary for any activity at the Airport for which a license or permit is required. If Blue Sky is notified of any activity that is in violation of or prohibited by any law, ordinance, rule, regulation, requirement, permit or license, it will immediately desist from the activity or cause it to be corrected. Failure to immediately correct the violation shall be grounds for termination of this Agreement.

The storage of flammable and combustible liquids in containers that have a capacity of greater than sixty gallons of liquid shall be limited to such areas as designated by the Airport Manager. The storage of flammable and combustible liquids in containers that have a capacity of sixty gallons or less of liquid shall be in an approved steel locker that is appropriately labeled. The Airport Manager may, in his discretion, prohibit or restrict the storage of such materials if he determines that the storage is a safety hazard. No hazardous chemicals, flammable liquid, combustible liquid and waste product of such materials may be disposed of on the Airport premises.

Blue Sky shall not create or permit any disturbance, noise, vibration or condition that would unreasonably interfere with the use of the Airport by others.

ARTICLE 8 COUNTY RIGHTS

Access to Premises. To the extent necessary to protect the rights and interests of the County, or to investigate compliance with this Agreement and with any Sublease or related underlying lease with a County Tenant, the Airport Manager or his designee shall at any and all times have the right to inspect the facilities, equipment and operations of Blue Sky, including all buildings, structures and improvements from which Blue Sky provides services authorized by this Agreement.

Airport Development. The County has the right, but shall not be obligated, to develop or improve the landing areas and other parts of the Airport as it sees fit, regardless of the desires or views of Blue Sky, without interference or hindrance. If any such development or improvement requires a change in the location(s) from which Blue Sky provides its services, the County has the unilateral right to relocate Blue Sky to a new site at the Airport, and will move all buildings or provide similar facilities for Blue Sky at no cost to Blue Sky, or to purchase from Blue Sky its building(s) and/or structures at fair market value.

Airport Maintenance and Repair. The County has the right, but shall not be obligated, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Blue Sky in this regard.

Aerial Approaches and Transitions. The County has the right to take any action it considers necessary to protect the aerial approaches and transition surfaces of the Airport against obstruction; together with the right to prevent Blue Sky or its landlord or subcontractor from erecting or permitting to be erected any building or other structure on the Airport, which, in the opinion of the Airport Commission would limit the usefulness of the Airport or constitute a hazard to aircraft.

War, National Emergency, Riot, or Natural Disaster. During a time of war, national emergency, riot or natural disaster, the County shall have the right to lease the entire Airport or any part of it to the United States or the State of Wisconsin for military or National Guard use. In such event, any provision in this Agreement that is inconsistent with any provision in the government lease shall be suspended during the term of the government lease.

Unrestricted Right of Flight. For the use and benefit of the public, the County has a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Airport, and the right to cause in this airspace any noise that may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

ARTICLE 9 COUNTY AUDIT RIGHTS

Blue Sky shall allow the County, through the Airport Manager or any designated agent, representative or employee, at all reasonable times, to inspect and audit Blue Sky's books and

papers regarding this Agreement to enable the County to verify the amount of fees due or to verify all other conditions of this Agreement, any sublease with a County Tenant, or any County Tenant's lease with the County. It is the intention of the parties that the County's audit will be on an annual basis; however, the County reserves the right to make the audit at any time.

ARTICLE 10 INSURANCE

For each of the aeronautical services described in Article 4, Blue Sky shall provide the corresponding insurance as set forth in the Minimum Requirements for Aeronautical Services ordinance and its Schedule 1. Waukesha County and its boards, commissions, agencies, appointed and elected officials, employees, agents and representatives shall be named as additional insureds on all required coverages.

As a provider of multiple aeronautical services, pursuant to Section 9-72(b)3 of the Minimum Standards, Blue Sky shall obtain, as a minimum, that insurance coverage which is equal to the highest individual insurance requirement of all aeronautical services permitted to be performed by Blue Sky under this Agreement.

All required insurance coverages shall be maintained throughout the term of this Agreement. If any coverage will be reduced or cancelled, Blue Sky shall provide the County with not less than thirty (30) days' advance notice and shall obtain a new policy that will meet the insurance requirements.

Upon execution of this agreement, and annually thereafter prior to expiration of any required insurance policy, Blue Sky shall furnish the County with a certificate of insurance evidencing the required insurance policies. The certificates shall reference this agreement and additional insured status.

To the extent that Blue Sky is authorized by the Airport Commission pursuant to Section 9-73 of the Waukesha County Code of Ordinances to provide an aeronautical service required by this Agreement through an approved sublease or subcontract with another approved aeronautical service provider ("Subservice Provider"), Blue Sky shall require that said Subservice Provider maintain insurance of the types and in the amounts required for provision of that aeronautical service under the Minimum Standards. Waukesha County and its boards, commissions, agencies, appointed and elected officials, employees, agents and representatives shall be named as additional insureds on all required coverages.

ARTICLE 11 NONDISCRIMINATION; EQUAL SERVICES AFFIRMATIVE ACTION

Blue Sky, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration for this Agreement, does hereby covenant and agrees that (1) no person on the grounds of race, sex, color, physical handicap, disability or national origin will be denied employment opportunities with Blue Sky, denied the services that Blue Sky will make available

to the public, denied the benefits of or otherwise subjected to discrimination in the use of Blue Sky's facilities or otherwise be discriminated against by Blue Sky, and (2) it will conduct its operations at the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as amended from time to time.

Blue Sky agrees to furnish good, prompt and efficient service adequate to meet all demands for its services at the Airport; to furnish said services on a fair, equal, and nondiscriminatory basis to all users thereof; and to charge fair, reasonable, and nondiscriminatory prices for each unit of sale or service, provided however that Blue Sky is allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers or classes of purchasers.

Blue Sky will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, sex, creed, color or national origin be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Blue Sky promises that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Blue Sky also promises that it will require that its covered suborganizations, if any, provide assurances to it that they will also undertake such affirmative action programs and require the same from their suborganizations, if any.

ARTICLE 12 HOLD HARMLESS AND INDEMNITY

Blue Sky shall hold the County harmless, defend and indemnify the County in all acts, errors and omissions by Blue Sky. Blue Sky will not hold the County liable for any damage to property or injury or death to person when such damage, injury or death is in any way related to Blue Sky's presence at the Airport or the services Blue Sky is allowed to perform at the Airport, unless the damage, injury or death was the result of an intentional or reckless act of the County.

If any demand, claim, lawsuit or proceeding is brought against the County and is in any way related to Blue Sky's presence at the Airport or the services Blue Sky is allowed to perform at the Airport, Blue Sky shall (1) fully defend the County against the demand, claim, lawsuit or proceeding, and (2) pay all expenses, costs, losses, damages, fees (including attorney fees), fines, forfeitures, judgments and awards that are a result.

The County shall give Blue Sky prompt notice of any demand, claim, lawsuit or proceeding as described in this Article. The County shall have the right, but not the duty, to investigate and settle any such demand, claim, lawsuit or proceeding and participate in the defense.

In this Article, "County" includes Waukesha County, the Waukesha County Airport Commission, and all of their boards, commissions, agencies, appointed and elected officials, employees, officers, representatives, members and agents.

ARTICLE 13
ASSIGNMENT AND SUBCONTRACT; CHANGE OF CONTROL

Neither this Agreement nor any part of this Agreement may be assigned or subcontracted by Blue Sky to any person or entity without the prior, written consent of the County. Any such approved assignment or subcontract shall not excuse in any way Blue Sky from its obligations under this Agreement.

The Airport Commission shall have the right to review and approve any change in control of the principals of Blue Sky. Failure to obtain approval for a change in control shall be grounds for the termination of this Agreement.

ARTICLE 14
RELATIONSHIP OF PARTIES

Nothing in this Agreement is intended to nor shall be construed as creating or establishing between the County and Blue Sky a partnership relationship, or to make Blue Sky the employee, agent, or representative of the County.

ARTICLE 15
SUBORDINATION

This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States Government and all of its agencies and departments regarding the operation or maintenance of the Airport, the execution of which agreement has been or may be required as a condition precedent to the expenditure of state or federal funds for the development of the Airport.

ARTICLE 16
GOVERNING LAW; VENUE FOR DISPUTES

This Agreement has been made in Wisconsin and shall be construed according to the laws of Wisconsin. Any lawsuit related to or arising out of disputes under this Agreement shall be commenced and tried in the circuit court of Waukesha County, Wisconsin, and the County and Blue Sky submit to the jurisdiction of such court for lawsuits.

ARTICLE 17
NOTICES

All notices under this Agreement will be in writing and will be deemed given when delivered. All notices shall be delivered personally or by certified U.S. Mail addressed to the applicable party at the address set forth below or at such other address as either party shall designate in writing from time to time.

Notices to Blue Sky shall go to: Mr. Anthony Drake, Blue Sky Flight Academy LLC, 2317 Aviation Drive, Waukesha, WI 53188.

Notices to the County shall go to: Mr. Kurt S. Stanich, Waukesha County Airport, 2525 Aviation Drive, Waukesha, WI, 53188.

**ARTICLE 18
NOTICE OF DEFAULT**

The County may not terminate this Agreement without (i) first providing, pursuant to Article 17 hereof, written notice to Blue Sky of any alleged default or breach of this Agreement by Blue Sky or any alleged condition by which the County is seeking termination of this Agreement and (ii) allowing Blue Sky ten (10) days after delivery of such notice to cure any monetary default and thirty (30) days to cure any nonmonetary default. Provided that Blue Sky is diligently pursuing a cure of a nonmonetary default, but said cure cannot be reasonably accomplished within thirty (30) days, and Blue Sky provides notice to the County of that fact prior to the expiration of thirty (30) days along with an estimate of the additional time necessary to accomplish the cure, then said right to cure shall be extended for the amount of time reasonably necessary to complete said cure, not to exceed an additional thirty (30) days.

Dated this ____ day of _____, 2017.

Dated this ____ day of _____, 2017.

BLUE SKY FLIGHT ACADEMY LLC

WAUKESHA COUNTY

By: _____
Anthony Drake
Title: _____

By: _____
Kurt S. Stanich
Airport Manager

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

EXHIBIT A
MINIMUM STANDARDS ORDINANCE

Sec. 9-58 Minimum Standards for All Aeronautical Service Providers.

The following shall apply to all prospective individuals or entities wishing to become an Aeronautical Service Provider at the Waukesha County Airport.

1. Leases shall be for a term to be mutually agreed upon between the parties with due consideration for the financial investment and the need to amortize improvements to the leasehold.
2. A person shall have such business background and shall have demonstrated his business capability to the satisfaction of, and in such manner as to meet with the approval of the Airport Commission.
3. Any prospective Aeronautical Service Provider seeking to conduct an aeronautical activity at the Airport should demonstrate that they have adequate resources to realize the business objectives agreed to by the Airport Commission and the applicant. The prospective Aeronautical Services Provider shall provide a financial statement for the service provider and its principals and a written bank letter of credit to allow the Airport Commission to make a judgement on the adequacy of the resources, and/or any other information the Airport Commission shall require in this regard.
4. Unless otherwise specified herein, the prospective Aeronautical Service Provider shall lease ground space from the Owner on which shall be erected a building, or sublease from an entity which has an existing building, to include space for an office, customer lounge and rest rooms, which shall all be properly heated and lighted, and shall provide public telephone facilities for customer use. The prospective Aeronautical Service Provider shall demonstrate to the Airport Commission that it will/has leased/subleased adequate space to provide the desired aeronautical service(s). The Aeronautical Service Provider shall also provide, in the leased area, paved parking for the Aeronautical Service Provider=s customers and employees to meet applicable municipal standards.
5. The prospective Aeronautical Service Provider shall have his premises open and services available eight (8) hours per day, five (5) days per week, fifty-two (52) weeks per year for a specific aeronautical service, unless another period of time is specified herein, and shall make provisions for someone to be in attendance in the office at all times during the required operating hours.
6. All prospective Aeronautical Service Providers shall demonstrate to Waukesha County's satisfaction evidence of its ability to acquire insurance coverage as stipulated for each particular type of operation. An Aeronautical Service Provider should make its own analysis to determine if more is needed; however, such policies of insurance shall be maintained in full force and effect during all terms of existing leases, agreements or business licenses or renewals or extensions thereof with a 30-calendar day notice of cancellation to the Airport Manager. Such policies shall not be for less than the amounts listed at Schedule 1, unless another amount is specified

herein; however, in all cases, amounts of policies must meet the statutory requirements of applicable governmental agencies and be approved in writing by Waukesha County.

7. As the law may require and the County desires, each lease, contract, or agreement entered into between the County and Aeronautical Service Provider shall include but not be limited to the following provisions:

- A. Fair and Nondiscriminatory Provisions;
- B. Affirmative Action Assurances;
- C. Civil Rights Assurances;
- D. Nonexclusive Rights Statement;
- E. Review and approval by the Airport Commission for change in control of the principals of any Aeronautical Service Provider; and
- F. Any other mandated provisions required by State or Federal governments. The most current amendment or form of such mandatory lease provisions shall be included in each lease, contract, or agreement at the time of execution.

8. All personnel required to hold Federal Aviation Administration certificates and ratings shall maintain such certificates and ratings.

9. Any construction required of any Aeronautical Service Provider shall be in accordance with design and construction requirements of the County, State, Federal, and local regulations and applicable codes. All plans and specifications shall be submitted to the Airport Commission for approval. The Aeronautical Service Provider shall be responsible for securing all necessary permits prior to commencing construction.

10. The Aeronautical Service Provider shall provide adequate paved auto parking space in accordance with all municipal standards within the leased area sufficient to accommodate all activities and operations. Additionally, the Aeronautical Service Provider shall provide a paved aircraft apron to accommodate aircraft movement from the Aeronautical Service Provider to a taxiway or access to a taxiway to be provided by the Aeronautical Service Provider.

11. All leases between Waukesha County and an Aeronautical Service Provider covering the performance by an Aeronautical Service Provider of any aeronautical service as hereinafter provided shall be in writing.

12. Aeronautical Service Provider shall provide a performance bond insuring the completion of any building to be erected on the leasehold, as the Commission may request.

13. No individual or entity shall operate commercially, or perform an aeronautical activity from the Waukesha County Airport without entering into a written lease or agreement with Waukesha County.

SCHEDULE 1

Minimum Insurance Policy Limits

Worker's Compensation and Employer's Liability	\$100,000	Limit sufficient to provide benefits as defined in Chapter 102, Wisconsin Statutes. Each accident.
Aircraft Liability	\$1,000,000	Combined single limit - each occurrence. Bodily injury and property damage. Coverage for all owned and leased aircraft.
Comprehensive General Liability	\$1,000,000	Combined single limit - each occurrence. Bodily injury and property damage. Coverage required: Premises and operations; Products and completed operations; and Blanket contractual liability.
Hangar Keepers= Liability	Total Value of Aircraft Stored	Each accident.
Automobile Liability	\$1,000,000	Combined single limit - each occurrence. Bodily injury and property damage. Comprehensive Automobile Liability or Business Auto Policy form covering all owned, hired and non-owned private passenger autos and commercial vehicles.
Environmental Impairment Liability	\$1,000,000	Combined single limit - each occurrence. Bodily injury and property damage including environmental restoration.
Student and Renters Liability	\$500,000	Each accident.
Property Insurance		Each Aeronautical Service Provider must carry sufficient all-risk property insurance on both owned and leased buildings and equipment, including aircraft, at the Airport. It is expressly understood that the County has no responsibility for

Aeronautical Service Provider=s
owned or leased equipment.

AMENDMENT NO. 1
To
HANGAR LAND LEASE AGREEMENT
BETWEEN
WAUKESHA COUNTY
AND
RFG, LLC
2317 AVIATION DRIVE
WAUKESHA, WI 53188

WHEREAS, Waukesha County ("County") as landlord and 428 Partners as tenant are parties to that certain Hangar Land Lease Agreement dated April 8, 2011 (the "Lease") pursuant to which Lessee currently leases from County certain land at the Waukesha County Airport, Crites Field ("Airport") as more particularly described in Article 2 of the Lease (the "Leased Premises");

WHEREAS, 428 Partners has organized into a Wisconsin limited liability company as of July 7, 2011 under the name "RFG, LLC" ("Lessee");

WHEREAS, 428 Partners agrees to assign its interest in the Lease to Lessee;

WHEREAS, among other things, the Lease currently authorizes Lessee to perform only those certain aeronautical services identified in Article 2 of the Lease in accordance with the requirements of the Waukesha County Airport Minimum Standards for Aeronautical Service Providers upon the Leased Premises;

WHEREAS, in addition to those aeronautical services Lessee is authorized to perform under the Lease, Lessee has sublet a portion of the Leased Premises to Blue Sky Flight Academy LLC ("Sublessee") which desires and has applied to provide at the Airport the aeronautical services of Aircraft Lease and Rental as defined in Section 9-64 of the Waukesha County Code, Flight Training as defined in Section 9-65 of the Waukesha County Code and Aircraft Storage as defined in Section 9-70 of the Waukesha County Code;

WHEREAS, in order to permit Sublessee to lease and rent aircraft; provide flight training; and, storage of aircraft other than those owned by Lessee, it is necessary to amend the Lease to permit Lessee to provide these aeronautical services; and

WHEREAS, the County, through the Waukesha County Airport Commission, has approved Sublessee's application to become an Aircraft Lease and Rental Provider Flight Training Provider and Aircraft Storage Provider.

NOW, THEREFORE, the County and Lessee agree to the amendment of the Lease as follows:

1. Article 2 of the Lease is deleted in its entirety and replaced in total as follows:

**ARTICLE 2
LEASED PREMISES; PURPOSE**

The County leases to the Lessee the following described portion(s) of the Airport which, unless specifically stated otherwise, is referred to in this Agreement as the “Leased Premises”.

- A. A parcel of land approximately 80 feet wide by 100.5 feet long (Parcel A) and containing approximately 8,040 square feet, located at 2317 Aviation Drive, and a parcel of land approximately 18 feet wide by 40 feet long (Parcel B) and containing approximately 720 square feet and commonly known as 2651 Aviation Drive (“Hangar Parcel”), which is more specifically shown on Exhibit 1 which is attached to and made a part of this Agreement. Parcel A will be used for the inside storage of aircraft owned by Lessee and the storage of related materials and supplies.
- B. The portion of the Hangar Parcel sublet to Sublessee may be used only for one or more of the following purposes: (1) the inside storage of aircraft, (2) the storage of related materials and supplies, (3) flight training, and (4) aircraft lease and rental. These services are more fully described in the Minimum Requirements for Aeronautical Services ordinance. These permitted uses apply only to Sublessee at its portion of the Leased Premises, and these permitted uses shall terminate upon Sublessee’s vacation of its portion of the Leased Premises.
- C. Lessee does not have an exclusive right to perform the stated aeronautical services at the Airport, and no person or entity at the Airport is obligated to use any of the aeronautical services that Lessee provides.

2. Article 6 of the Lease is amended to add the following at its conclusion:

**ARTICLE 6
RIGHTS AND PRIVILEGES**

6. Government Use of Airport – This Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States Government, relative to the operation or maintenance of the Airport, the execution of which has been, or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

3. Article 7 of the Lease is amended to add the following at its conclusion:

16. Compliance with Minimum Standards. Lessee shall provide all aeronautical services authorized by this Agreement in accordance with the requirements of Section 9-58 of the Minimum Standards and the Minimum Standards for each individual aeronautical service it provides, as those sections may be amended from time to time. As a provider of multiple aeronautical services, consistent with the requirements of Section 9-72(b)(2) of the Minimum Standards, Lessee shall provide facilities, equipment and services required to meet the Minimum Standards for all aeronautical services Lessee is permitted to provide by this Agreement.

4. Article 8 of the Lease is amended to add the following:

4. Hangar Keeper's Liability*

Limit - Total value of aircraft stored, each accident.

*only required if leasing hangar space to others for storage

5. Pollution Liability and Environmental Impairment Insurance**

Lessee shall maintain pollution liability and environmental impairment insurance for sudden and nonsudden occurrences for aircraft fuel storage, handling and dispensing operations at the Airport which cause injury or damage, including environmental restoration. The limits of liability shall be not less than \$1,000,000 per occurrence or per claim and \$1,000,000 aggregate. For claims-made coverage, the retroactive date of coverage for policies in force during the Agreement shall be no later than the date on which the Agreement commences, unless the policy in force on the commencement date is extended indefinitely to cover all acts. Coverage shall be extended beyond the Agreement termination date and policy year by a supplemental extended reporting period for at least one year after the Agreement is terminated with no less coverage. The policy shall state that such extended reporting coverage is automatic at the time of policy termination or non-renewal. The retroactive date and automatic extended reporting coverage shall be stated on the certificate of insurance. Any deductibles or self-insured retentions must be declared on the certificate of insurance and must not exceed \$10,000.

**only required if self-fueling pursuant to Article 8

5. Article 10 of the Lease is amended to include the following sentence to the end of the second paragraph:

Lessee shall not be released from any liability under this Agreement in the event of any subleases of the Leased Premises in whole or in part.

6. Articles 31, 32, 33 and 34 are added as follows:

**ARTICLE 31
SELF-FUELING**

Notwithstanding Article 7, paragraph 13, "Storage of Flammable Fluids," upon issuance of a permit for self-fueling, the Lessee shall be entitled to transfer fuel into aircraft owned or leased exclusively to it. For all matters related to self-fueling, the Lessee must comply with each and every obligation and requirement below and of the Waukesha County Airport Self Fueling Ordinance. The Waukesha County Airport Self Fueling Ordinance, hereafter referred to as "Ordinance," is attached as Exhibit 3 and made a part of this Agreement, as are any amendments thereto made from time to time.

1. Location and Installation of Tank and Components – The entire tank fueling system and components shall be positioned and constructed in a manner consistent with requirements set forth in the Ordinance for the type of system being used.

2. Security Deposit – At the time of execution and issuance of a self-fueling permit, the Lessee shall deposit with the County the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) per fuel tank (or such greater amount as may be set forth in the then-current version of the Ordinance) plus the amount of any self-insured retention (deductible) in the pollution liability and environmental impairment insurance that the Lessee will be required to supply, to be held by the County as security for and against any loss, cost or expense incurred by the County as a result of any activity related to self-fueling engaged in by the Lessee, including Lessee's failure to pay the fuel flowage fee required by the Ordinance. If the self-insured retention exceeds Five Thousand and 00/100 Dollars (\$5,000.00) (or such greater amount as may be set forth in the then-current version of the Ordinance), it may be satisfied by an irrevocable letter of credit in favor of the County in a form acceptable to the County. The County will pay Lessee interest on the money deposited with it, at a rate to be determined by the County based upon any actual rate of return received payable annually. Unless it is used as permitted in the following paragraph, this money shall be returned to Lessee following the completion of all of its obligations under this Agreement including any payment obligations.

If Lessee fails to make any payment to the County required by this Agreement, including charges for maintenance and repair and for damage to property, or if Lessee otherwise defaults with respect to any provision of this Agreement, the County may use, apply or retain so much of the deposit as necessary to fulfill the payment obligation, cure the default or otherwise compensate the County for damage or loss sustained by it resulting from Lessee default. Such use of the deposit by the County in no way limits its right to pursue the remedies given to it by this Agreement. Lessee shall be required to, within ten (10) days of receipt of written notice to do so, fully replenish all security deposit funds so applied.

3. Fuel Flowage Fee – The Lessee shall pay a fuel flowage fee of ten cents (\$0.10) for each gallon of fuel delivered to Lessee's fuel tank system (or such greater amount as may be set forth in the then-current version of the Ordinance). Payment of the fee shall be made to the Airport Manager on the 20th day of each month for fuel that was delivered or

transferred during the previous month. Any late payment shall be subject to interest in the amount per month set forth in the then-current version of the Ordinance. With each payment, the Lessee shall furnish the Airport Manager with a statement and documentation showing the number of gallons delivered or transferred for the applicable payment period. **The Lessee understands and agrees that if the Waukesha County Board of Supervisors amends the Ordinance by changing the amount of the fuel flowage fee, the Lessee shall pay the new fee.**

4. Inspection and Maintenance – Lessee shall perform daily, weekly and monthly inspections, maintenance and testing of any fuel tank system and fuel servicing vehicles it operates as required by the system and component manufacturers, local, state and federal laws, codes, ordinances rules and regulations and FAA Advisory Circulars and Orders now or hereafter in force and effect. Lessee shall maintain written records required by this paragraph for a minimum of six (6) years and shall be made available to the Airport Manager upon request.
5. Record Keeping and Audits – Records kept by Lessee shall include but not be limited to the following: dates, quantities and supplier of all fuel brought onto the Airport for the purpose of self-fueling; and, fuel product quantity monitoring reports generated by an underground fuel tank monitoring system which reports must clearly identify the tank owner, hangar location and tank contents. Reports shall be provided to the Airport Manager every three (3) months. Records required by this paragraph shall be maintained for a minimum of six (6) years.

In addition to the records required by this paragraph, the Lessee shall provide the Airport Manager with information and records which are requested for the purpose of determining compliance with the Ordinance including, but not limited to, records pertaining to business organization and ownership; ownership of equipment; and, employee status. Further, Lessee shall promptly forward to the Airport Manager copies of any fire or safety inspection reports, underwriting audits or insurance company reviews that relate to its self-fueling operations at the Airport, including its fuel tank system and aircraft fuel servicing vehicles. The Lessee shall also allow the Airport Manager, or his designee, to inspect the Lessee's fuel tank system and aircraft fuel servicing vehicles for the purpose of determining compliance with the Ordinance.

The Lessee shall keep training records for the employees who perform fueling operations for a minimum of six (6) years and shall make the training records available to the Airport Manager upon request.

The County shall have the right, during reasonable hours and upon reasonable advance notice, to audit Lessee's records regarding its self-fueling operations at the Airport.

6. Tank Removal – Lessee shall be required to remove tank system and restore the site upon expiration of the land lease, upon permit expiration or revocation, or upon the expiration of the manufacturer's warranty period, whichever occurs first.
7. Fueling Personnel Requirements - No individual may perform a fueling operation unless

the individual meets all of the following requirements:

- a. Remains with the fueling apparatus at all times during the fueling operation;
- b. Exercises extreme caution to prevent a fuel spill, and if a fuel spill occurs, immediately ceases fueling operations and notifies the Airport Manager;
- c. Is an employee of the Lessee, but this requirement does not apply to an individual delivering fuel into a fuel storage tank;
- d. For any fueling operation that results in the transfer of fuel into an aircraft, can demonstrate that he or she is authorized, trained and fully qualified to operate the fuel transfer equipment by having completed, or been trained by an individual who has completed, an accepted FAA training program, and carrying with him or her an identification card issued by the employer which certifies his or her qualifications;
- e. Complies with all National Fire Protection Association (“NFPA”) and FAA requirements regarding fuel transfers for aircraft fuel servicing.

8. Compliance with other Laws - Lessee shall comply with all local, federal and state laws, codes, ordinances, rules and regulations now or hereafter in force and effect applicable to any activity associated with the storage and transfer of aircraft fuel. This includes, but is not limited to, compliance with ordinances of the City of Waukesha and rules of administrative agencies of the State of Wisconsin, including Wisconsin Administrative Code Chapter ATCP 93 Flammable, Combustible and Hazardous Liquids, and the Natural Resources Chapters. Lessee shall also comply with all covenants of the Waukesha County Airport and all FAA Advisory Circulars and Orders pertaining to the storage, handling and dispensing of aircraft fuel and all amendments and revisions thereto. A violation of any law, code, ordinance, rule, regulation, circular or order referred to herein is a material breach of this Agreement.

ARTICLE 32 FAIR MARKET VALUE

If the Lessee and the County are unable to agree on the fair market value of a structure, each shall obtain an appraisal of the fair market value and send the appraisal to the other party. The failure to send an appraisal to the other party within sixty (60) days of Lessee’s receipt of the written notice of termination or written notice of intent to purchase constitutes an acceptance of the other party’s fair market value appraisal. If the Lessee’s fair market value appraisal and the County’s fair market value appraisal vary by less than ten percent (10%) from the average of the two appraisals, then the average of the two appraisals shall be the fair market value of the structure for which the County shall make payment. However, if the Lessee’s fair market value appraisal and the County’s fair market value appraisal vary by more than ten percent (10%) from the average of the two appraisals, then the two appraisers shall select a third appraiser.

The third appraiser shall appraise the fair market value of the structure, and his appraisal shall be final and binding so long as it is no greater than the higher and no lower than the lesser of the two appraisals. The County and Lessee will share the cost of the

third appraisal. Each appraiser used shall be certified by the State of Wisconsin or shall have a temporary practice permit issued by the State.

ARTICLE 33 LEASEHOLD MORTGAGES

1. Lessee shall have the right from time to time to mortgage, pledge, encumber, hypothecate or assign as security the "Leasehold Estate" (as defined herein) upon approval of the Airport Commission (such approval not to be unreasonably withheld). For purposes of this Agreement, the term "Leasehold Estate" shall mean Lessee's interest in this Agreement and the leasehold estate created hereby and shall exclude any and all interests of the County in the land and the Leased Premises.

2. IN NO EVENT SHALL THE COUNTY BE OBLIGATED TO SUBORDINATE ITS FEE INTEREST IN THE LEASED PREMISES TO ANY LEASEHOLD MORTGAGE NOR SHALL ANY LEASEHOLD MORTGAGE ATTACH TO THE FEE INTEREST IN THE LEASED PREMISES ANY SUCH MORTGAGE BEING LIMITED TO LESSEE'S LEASEHOLD ESTATE, LESSEE'S INTEREST IN ANY AND ALL IMPROVEMENTS CONSTRUCTED BY OR ON BEHALF OF LESSEE AND LESSEE'S RIGHTS AND INTERESTS IN AND UNDER THIS AGREEMENT.

3. Whenever the County shall send Lessee any written notice related to this Agreement, the County shall also send a duplicate copy of such written notice contemporaneously to each of Lessee's lenders who hold a Leasehold Mortgage (hereafter "Lender") of which the County has received written notice.

4. Upon any Lender's receipt of a notice of default or termination, the Lender shall have the right, but not the obligation, to cure such default or avoid such termination on behalf of Lessee in the same manner and within the same amount of time as permitted to the Lessee, and the County shall not have the right to terminate this Agreement in the event that the Lender completes the cure within such time permitted. The County agrees that it shall not terminate this Agreement nor shall the Leasehold Estate be surrendered due to the occurrence of any default so long as any Lender (i) notifies the County prior to expiration of the cure period that it intends to foreclose its leasehold mortgage, and (ii) pays all delinquent rent and other sums then due and owing prior to the expiration of the cure period and continues to pay all rent and other sums thereafter coming due under this Agreement and performs all other obligations of Lessee as and when the same are due throughout the duration of the foreclosure proceedings.

5. Any sale, assignment or transfer of the Leasehold Estate to any Lender or its affiliate or a third party in any foreclosure proceedings (or the assignment or transfer of this Agreement and the Leasehold Estate by Lessee in lieu of any such foreclosure) and, also, if to any Lender or its affiliate, the subsequent sale, assignment or transfer to a third party, shall require the County's consent, which consent shall not be unreasonably withheld. A purchaser, assignee or transferee pursuant to this paragraph shall acquire no greater rights than those set forth in this Agreement for Lessee.

6. A mortgage, pledge, encumbrance, hypothecation or assignment as allowed by this Article shall be expressly made subject to all of the County's rights and privileges set forth in this Agreement.

**ARTICLE 34
MEMORANDUM OF LEASE**

Upon request of Lessee, the County and Lessee shall execute, and Lessee shall have the right to record with the Office of the Register of Deeds of Waukesha County a memorandum of this Agreement in a form prepared by Lessee and approved by the County which approval shall not be unreasonably withheld.

7. All other provisions of the Lease not modified by this amendment shall remain in full force and effect.

This AMENDMENT NO. 1 is entered into and effective as of this ____ day of September, 2017.

WAUKEHSA COUNTY

RFG, LLC

BY: _____
Kurt S. Stanich
Airport Manager

BY: _____
Patricia Groh
Owner/Member

**ACKNOWLEDGEMENT & CONSENT
OF LENDER**

The foregoing AMENDMENT NO. 1 to the First Amended and Restated Hanger Land Lease Agreement dated April 8, 2011 between Waukesha County and RFG, LLC is acknowledged and consented to by Lessee's lender, _____ ("Lender"). Lender acknowledges and agrees that any lien of mortgage or otherwise it may have with respect to loans made to Lessee in no way attach to the fee simple interest of the County in the Leased Premises.

Dated this ____ day of _____, 2017.

(Lender's Name inserted here)

BY: _____
Name:
Title:

FISCAL NOTE

APPROVE BLUE SKY FLIGHT ACADEMY LLC AS AN AERONAUTICAL SERVICE PROVIDER AT WAUKESHA COUNTY AIRPORT AND ITS OPERATING AGREEMENT

This ordinance authorizes an agreement between Waukesha County and Blue Sky Flight Academy under which Blue Sky will provide flight instruction and aircraft storage and rental services at the airport. Blue Sky will initially be allowed to sublease space from an existing County tenant (RFG LLC), but will be required to build its own facility within three years of the agreement start date. The agreement runs from October 1, 2017 through September 30, 2022, with two optional five-year extension periods.

For the period during which Blue Sky occupies the subleased space, they will pay the County a fee of about \$1,572 annually, adjusted for inflation. This will be pro-rated for the final three months of 2017. The fee will end when Blue Sky occupies its new facility, at which point they will pay a 2017 rental fee of \$0.3203 per square foot, adjusted annually for inflation. The approximate area to be occupied is currently estimated at 17,000 square feet, which would extend to an annual rent of about \$5,445 at the 2017 rate.

Should Blue Sky fail to complete the new facility in three years, they will be required to pay the County three times the annual rent. The value of the facility is estimated at about \$350,000.

The operation of a flight school will have an impact on fuel flowage revenue for the County. For example, two aircraft operating 300 hours per year would generate about \$780 annually in fuel flowage fees.

Lawrence M. Dahl

Lawrence M. Dahl
Accounting Services Manager

ADOPT FIVE-YEAR CAPITAL PROJECTS PLAN

1
2
3
4 WHEREAS, the County Board's Executive Committee completed its review of capital projects
5 proposed in the County Executive's (2018-2022) Capital Projects Plan; and
6

7 WHEREAS, the Executive Committee prepared a listing of recommended capital projects for
8 adoption by the Waukesha County Board of Supervisors as the Waukesha County Five-Year
9 (2018-2022) Capital Projects Plan; and
10

11 WHEREAS, the Waukesha County Board of Supervisors has completed its review and made any
12 changes through amendments to the (2018-2022) Capital Projects Plan, and
13

14 WHEREAS, a copy of the Capital Projects Plan is available from the Department of
15 Administration and online at the County's website, www.waukeshacounty.gov/capitalplan.
16

17 NOW THEREFORE, BE IT HEREBY RESOLVED BY THE WAUKESHA COUNTY
18 BOARD OF SUPERVISORS that the Waukesha County Five-Year (2018-2022) Capital Projects
19 Plan, on file in the Office of the County Clerk, is hereby adopted.



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: August 16, 2017
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Reappointment of Citizen Member to the Waukesha County ADRC
Advisory Board

I am pleased to submit to the County Board for your consideration, the reappointment of Ms. Judie Berthelsen to the Aging and Disability Resource Center Advisory Board. Ms. Berthelsen has been serving since March of 2015 on the ADRC Advisory Board, her term, if appointed, will expire in August of 2020.

PF:kb

cc: Kathleen O. Novack
Mary Smith



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: August 16, 2017
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Reappointment of County Board Supervisor to the Waukesha County ADRC
Advisory Board

I am pleased to submit to the County Board for your consideration, the reappointment of County Board Supervisor Christine Howard to the Aging and Disability Resource Center Advisory Board. Supervisor Howard has been serving since June of 2015 on the ADRC Advisory Board, fulfilling the unfulfilled term of Supervisor Duane Paulson. Supervisor Howard's term, if appointed, will expire in August of 2020.

PF:kb

cc: Kathleen O. Novack
Mary Smith



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: August 21, 2017
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Appointment of Citizen Member to the Mukwonago Community Library Board of Trustees

I am pleased to submit to the County Board for your consideration, the appointment of Rev. Dr. Michelle Ann Oberwise Lacock to the Mukwonago Community Library Board of Trustees. Rev. Oberwise Lacock has served as an educator and clinical Chaplain for many years having served in hospitals and medical facilities in Iowa, Illinois and Wisconsin. She has been an educator and supervisor of Clinical Pastoral Chaplains and currently serves at Aurora St. Luke's as the Supervisor of the Clinical Pastoral Education Program. Rev. Oberwise Lacock previously served as a music educator for eight years in both public and private school systems for grades K-12. She has multiple publications and has given numerous presentations throughout the country. Rev. Oberwise Lacock's term, if appointed, will expire in July of 2020.

PF:kb

cc: Kathleen O. Novack
Connie Meyer

1 AUTHORIZE THE CITY OF OCONOMOWOC FIRE SERVICES TO JOIN
2 WAUKESHA COUNTY DISPATCH CENTER AT A PRO-RATED RATE
3
4

5 WHEREAS, Enrolled Ordinance 157-39 (2002) Authorize County / Municipal Cost Share for
6 Waukesha County Shared Dispatch Facility adopted the process and costs for municipalities in
7 the County to be a part of the newly created county-wide dispatch operation; and
8

9 WHEREAS, the ordinance specified that municipalities joining dispatch after December 31,
10 2002 would be required to pay the same one-time formulated rate of \$0.0782 per \$1000 of the
11 community's total (TID value in) equalized value based on the latest Wisconsin Department of
12 Revenue equalized value report when the community commits to become part of county-wide
13 dispatch (WCC); and
14

15 WHEREAS, the Dousman fire district, comprised of the Town of Ottawa, the Villages of
16 Summit, and Dousman, members of county-wide dispatch, and the Oconomowoc fire district,
17 comprised of City of Oconomowoc, Town of Oconomowoc and the Village of Lac La Belle,
18 operating an independent dispatch with the City of Oconomowoc, have recently combined their
19 fire services creating the Western Lakes fire district; and
20

21 WHEREAS, there is a desire on all communities as part of the Western Lakes Fire District as
22 authorized by the fire board to be dispatched by WCC; and
23

24 WHEREAS, all member communities have paid the one-time fee to join WCC except the City of
25 Oconomowoc; and
26

27 WHEREAS, encouraging such cooperative fire agreements and unified dispatching promotes a
28 countywide benefit in the form of cost savings and safety, and
29

30 WHEREAS, under the circumstances, dividing the one-time fee for the City of Oconomowoc to
31 allow the Oconomowoc fire district to join Waukesha County dispatch at this time at a pro-rated
32 rate while reserving the balance of the fee to be paid if and when the City of Oconomowoc's
33 police operations joins WCC furthers this purpose.
34

35 THE BOARD OF SUPERVISORS FOR THE COUNTY OF WAUKESHA DOES ORDAIN to
36 provide the opportunity for City of Oconomowoc Fire Services to join WCC at Thirty Percent
37 (30%) of the formulated rate as provided by in Enrolled Ordinance 157-39.
38

39 BE IT FURTHER ORDAINED that if other City of Oconomowoc operations join WCC at a
40 future date, it will be at Seventy Percent (70%) of then formula rate provided for by Enrolled
41 Ordinance 157-39.
42

43 BE IT FURTHER ORDAINED that the Director of the Department of Emergency Preparedness
44 or his designee is authorized to execute any documents necessary to effectuate this ordinance.

FISCAL NOTE

AUTHORIZE THE CITY OF OCONOMOWOC FIRE SERVICES TO JOIN WAUKESHA COUNTY DISPATCH AT A PRO-RATED RATE

This ordinance authorizes the Waukesha County Department of Emergency Preparedness to enter into an agreement with the City of Oconomowoc Fire District to join the Waukesha County Communications Center for central dispatch services.

In accordance with the agreement, and consistent with Waukesha County Enrolled Ordinance 157-39, the City will make a one-time capital contribution to the County of \$49,120.50 due on the effective date of the agreement (October 1, 2017). This represents 30% of the normal rate because it does not include City police services within its scope.. Should the City and County later agree to police services, an additional payment of 70% of the standard rate will be due.

This agreement will not require any additional staff since the County is already dispatching the Dousman fire district group. Other operating expenses related to the increased call volume are estimated to be minimal by the Department of Emergency Preparedness, and will be absorbed within the existing budget.

This ordinance has no impact on 2017 tax levy. The capital contribution will be reserved for future capital expenditures or equipment replacement at the Waukesha County Communications Center. Related revenues and expenditures will be included in future budgets.

Lawrence M. Dahl

Lawrence M. Dahl
Accounting Services Manager

1 ESTABLISH EMPLOYEE RETENTION/SEVERANCE POLICY

2
3
4 WHEREAS, there may be positions abolished or unfunded during the annual budget process or
5 as a result of the elimination of programs and services; and

6
7 WHEREAS, the County has historically assisted employees in a transition process by providing
8 a retention/severance program; and

9
10 WHEREAS, the prior programs have been based on an employee's length of service and include
11 the County's share of the health insurance benefits for a specified period of time; and

12
13 WHEREAS, the funding necessary to cover the costs associated with this program will be
14 provided for on an annual basis in the non-departmental budget, and the tuition assistance in the
15 Department of Administration budget; and

16
17 WHEREAS, the components of the severance and retention program have not changed for a
18 number of years.

19
20 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
21 that following Employee Retention and Severance Policy be established:

22
23 1. Regular full-time and regular part-time employees, who have completed six (6) months
24 of employment and have less than three (3) years of service, will be eligible for three (3) weeks
25 of pay. Regular full-time and regular part-time employees, who have three (3) years of service,
26 but less than ten (10) years of service, will be eligible to receive six (6) weeks of pay. Regular
27 full-time and regular part-time employees, with ten (10) or more years of service will be eligible
28 to receive nine (9) weeks of pay.

29
30 2. Regular full-time and regular part-time employees will be eligible for up to four (4)
31 months of the County's contribution toward the health insurance plan they are enrolled in at the
32 time of their termination.

33
34 3. Regular full-time and regular part-time employees, will be eligible to participate in the
35 Tuition Assistance program for a one-year period from the date of their termination.

36
37 4. Regular full-time and regular part-time employees who leave employment prior to their
38 termination date set by the County, or who accept employment in another position with the
39 County, or who were offered another reasonably comparable position within the County, but
40 declined, will not be eligible for the retention/severance plan.

41
42 5. Employees will have their retention/severance payments reduced for any sick leave used
43 from the effective date of this ordinance until the date of termination unless the absences are
44 substantiated with a medical certification as outlined in County policy.

FISCAL NOTE

EMPLOYEE RETENTION/SEVERANCE SALARY AND BENEFITS POLICY

In the course of developing the proposed budget for any given year, positions may be abolished, or funding reduced (most are typically vacant) for various departments. This ordinance authorizes a benefit policy for County employees that may be laid off in 2018 or thereafter. It does not cover employees who terminate their employment voluntarily prior to their layoff, or who accept employment in another County position or who decline such employment.

Under the proposed retention/severance program, regular full-time employees* will be eligible for a severance payment as follows:

Years of Service	Less than 3 years	3 years but less than 10 years	10 or More Years
Weeks of Pay	3 weeks	6 weeks	9 weeks

* Regular part-time employees will be eligible for half the above benefit.

In addition, regular full-time and part-time employees would be eligible for up to four months of the County contribution toward the health plan they are enrolled in at the time of termination. Terminated employees would also be eligible to participate in the Tuition Assistance Program for one year after being laid off.

Currently, there are no layoffs planned for 2018 that would activate this policy. The 2018 County Executive's budget includes \$40,000 for retention/severance, subject to review and approval by County Board committees and the full Board. Future Non-Departmental budget proposals will include estimates for the impact of this policy based on anticipated staffing changes. Any costs related to the tuition assistance benefit will be absorbed in the Department of Administration Human Resources budget.



Lawrence M. Dahl
Accounting Services Manager