

170th BOARD YEAR
LEGISLATIVE ITEMS RECEIVED FOR COMMITTEE REFERRAL

File No.	Rec/Ref	Referred to:	Title
170-A-005	04/07/15 04/09/15	Executive	APPT: Karl Nilson to the Wisconsin River Rail Transit Commission
170-O-012	04/07/15 04/09/15	Judiciary Finance	ORD: Amend Sheriff's Department 2015 Budget For Expenditure Of Donated Funds
170-O-013	04/07/15 04/09/15	Judiciary Finance	ORD: Accept Two Donated Trunk Vaults For The Canine Unit
170-O-014	04/07/15 04/09/15	Judiciary Finance	ORD: Modify Budget To Appropriate Funds To Restore The 2015 Jail Equipment Replacement Plan
170-O-015	04/07/15 04/09/15	Judiciary Finance	ORD: Amend The Sheriff's Department 2015 Budget For The Expenditure Of National Drug Control Policy Cooperative Agreement Funds For The Development And Broadcast Of Public Service Announcements
170-O-016	04/07/15 04/09/15	Judiciary Finance	ORD: Amend The 2015 Sheriff's Department Budget And Approve The Expenditure Of Seized Funds For The Purchase Of Tasers And Technology- April 2015
170-O-017	04/08/15 04/09/15	H&HS Finance	ORD: Accept State Of Wisconsin Department Of Justice Juvenile Accountability Block Grant And Modify Waukesha County Department Of Health And Human Services' 2015 Budget To Authorize Grant Expenditures
170-O-018	04/01/15 04/09/15	Finance	ORD: Reauthorization Of Self-Insurance
170-O-019	04/08/15 04/09/15	Finance	ORD: Authorizing The Sale Of \$10,000,000 General Obligation Promissory Notes, Series 2015A
170-O-020	04/09/15 04/09/15	Public Works Executive Finance	ORD: Approve Stein's Aircraft Services LLC As An Aircraft Fuels And Oil Aeronautical Service Provider At Waukesha County Airport And Approve Amendment To Hangar Lease Agreement
170-R-001	05/01/15 05/07/15	Land Use	RES: Amend The Regional Water Quality Management Plan For The Village Of Hartland, Waukesha County, Wisconsin
170-O-021	05/01/15 05/07/15	Land Use	ORD: Amend The District Zoning Map Of The Town Of Lisbon Zoning Code By Rezoning Certain Lands Located In Part Of The SW ¼ Of Section 36, T8N, R19E, Town Of Lisbon, Waukesha County, Wisconsin, From The A-10 Agricultural District To The R-2 Single Family Residential District (ZT-1807)
170-O-022	05/06/15 05/07/15	Public Works	ORD: Laying Out, Relocation And Improvement Of County Trunk Highway TT West Waukesha Bypass Waukesha County Project I.D. 2788-00-22
170-A-006	04/16/15 05/07/15	Executive	APPT: Joan Francoeur to the Community Development Block Grant (CDBG) Board
170-A-007	04/16/15 05/07/15	Executive	APPT: Michele F. DeYoe to the Community Development Block Grant (CDBG) Board
170-A-008	04/16/15 05/07/15	Executive	APPT: Robyn Turtenwald to the Community Development Block Grant (CDBG) Board
170-A-009	04/16/15 05/07/15	Executive	APPT: Gilbert Yerke to the Community Development Block Grant (CDBG) Board
170-A-010	05/06/15 05/07/15	Executive	APPT: William Steele to the Aging & Disability Resource Center (ADRC) Board

170th BOARD YEAR
LEGISLATIVE ITEMS RECEIVED FOR COMMITTEE REFERRAL

File No.	Rec/Ref	Referred to:	Title
170-O-023	05/06/15 05/07/15	Judiciary Finance	ORD: Approve Revised 2 nd Amendment To Old Health And Human Services Building Smokestack Cellular Tower Lease
170-O-024	05/06/15 05/07/15	Judiciary Finance	ORD: Approve Third Amendment To Nashotah Substation Cellular Tower Lease

1 AMEND THE REGIONAL WATER QUALITY MANAGEMENT PLAN FOR THE
2 VILLAGE OF HARTLAND, WAUKESHA COUNTY, WISCONSIN
3
4

5 WHEREAS, the Southeastern Wisconsin Regional Planning Commission, duly created by the
6 Governor of the State of Wisconsin in accordance with Section 66.0309 of the Wisconsin,
7 Statutes on August 8, 1960, upon the petition of the Counties of Kenosha, Milwaukee, Ozaukee,
8 Racine, Walworth, Washington and Waukesha, has the function and duty of making and
9 adopting a Master Plan for the physical development of the region, and
10

11 WHEREAS, the Southeastern Wisconsin Regional Planning Commission prepared and adopted
12 on July 12, 1979, a report entitled "Regional Water Quality Management Plan for Southeastern
13 Wisconsin-Year 2000," (Southeastern Wisconsin Regional Planning Commission Report No.
14 30,) and
15

16 WHEREAS, the Waukesha County Board of Supervisors has supported, participated in the
17 financing of, and generally concurred in the Regional Planning Programs undertaken by the
18 Southeastern Wisconsin Regional Planning Commission and believes that the Regional Water
19 Quality Management Plan for the Southeastern Wisconsin Region is a sound and valuable guide
20 providing technical data and support to the concept of further refinement of the adopted Regional
21 Land Use Plan, and
22

23 WHEREAS, the County Board of Supervisors has adopted the "Regional Water Quality
24 Management Plan for Southeastern Wisconsin – Year 2000," Planning Report No. 30 on October
25 23, 1979 in Resolution No. 140, and
26

27 WHEREAS, the Village of Hartland requested in an e-mail dated January 15, 2015, an
28 amendment to the Adopted Regional Water Quality Management Plan Hartland-Sanitary Sewer
29 Service Area, to add certain lands to the Village of Hartland Sanitary Sewer Service area, and
30 after due notice of a public hearing held on February 23, 2015, and preparation of a report
31 entitled "Amendment to the Regional Water Quality Management Plan for the Village of
32 Hartland, Waukesha County, Wisconsin" dated March 2015, said Plan amendment was adopted
33 by the Southeastern Wisconsin Regional Planning Commission on March 18, 2015, and by the
34 Village of Hartland Village Board on February 23, 2015, and
35

36 WHEREAS, the subject matter of this Resolution has been duly considered by the Waukesha
37 County Park and Planning Commission and the Waukesha County Land Use, Parks and
38 Environment Committee, which recommend its adoption.
39

40 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA
41 RESOLVES that the report entitled "Amendment to the Regional Water Quality Management
42 Plan for the Village of Hartland, Waukesha County, Wisconsin" dated March 2015, is hereby
43 approved signifying the County's agreement with the change to the "Regional Water Quality
44 Management Plan" identified in the amendment document.
45

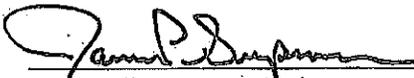
46 BE IT FURTHER RESOLVED that the Waukesha County Clerk shall transmit a certified copy
47 of this Resolution to the Southeastern Wisconsin Regional Planning Commission and the Village
48 of Hartland Clerk upon its adoption.

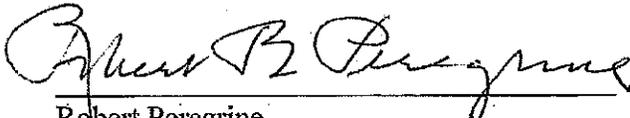
COMMISSION ACTION

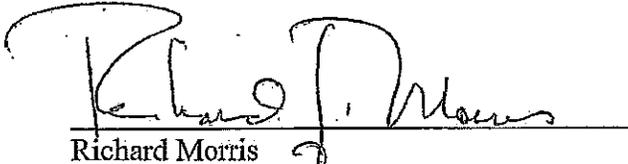
The Waukesha County Park and Planning Commission, after giving consideration to the subject matter of the **Resolution**, hereby recommends **approval** of the following: "Amend the Regional Water Quality Management Plan for the Village of Hartland, Waukesha County, Wisconsin dated March 2015" in accordance with the attached "Amendment".

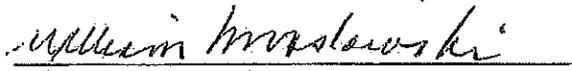
PARK AND PLANNING COMMISSION

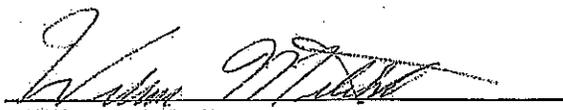
April 23, 2015

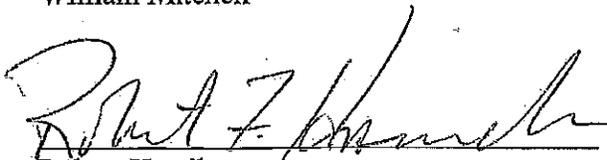

James Siepmann, Chairperson

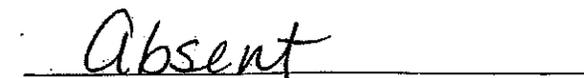

Robert Peregrine

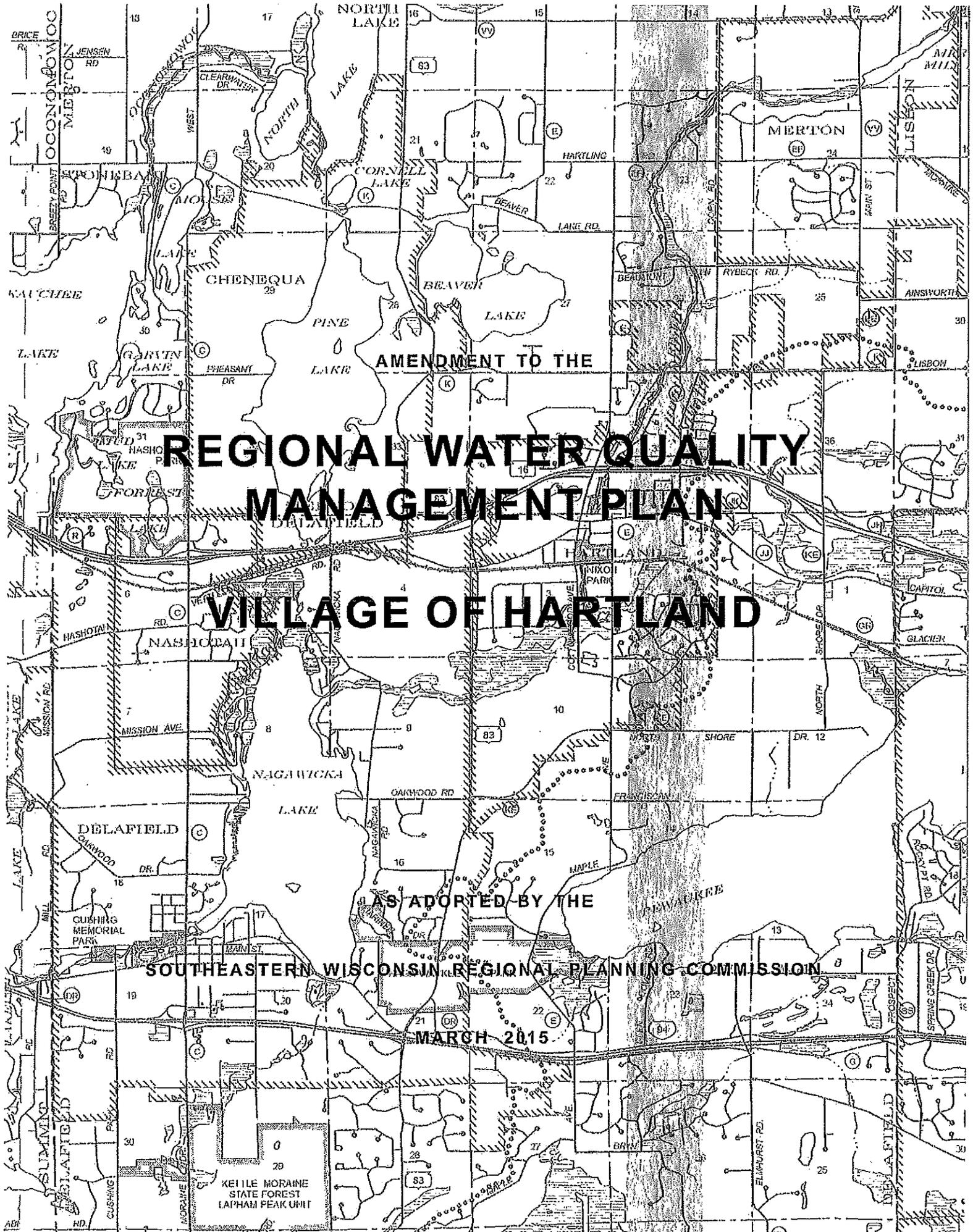

Richard Morris


William Maslowski


William Mitchell


Robert Hamilton


Keith Hammitt



**AMENDMENT TO THE
REGIONAL WATER QUALITY
MANAGEMENT PLAN
VILLAGE OF HARTLAND**

**AS ADOPTED BY THE
SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION
MARCH 2015**

SOUTHEASTERN WISCONSIN
REGIONAL PLANNING COMMISSION

KENOSHA COUNTY

Adelene Greene,
Secretary
Robert W. Pilts
Michael J. Skallitzky

RACINE COUNTY

Mike Dawson
David L. Eberle
Peggy L. Shumway

MILWAUKEE COUNTY

Marina Dimitrijevic
Brian R. Dranzik
William R. Drew,
Treasurer

WALWORTH COUNTY

Charles L. Colman
Vice Chairman
Nancy Russell,
Linda J. Seemeyer

OZAUKEE COUNTY

Thomas H. Buestrin
David W. Opitz
Gus W. Wirth, Jr.

WASHINGTON COUNTY

Daniel S. Schmidt
Daniel W. Stoffel
David L. Stroik,
Chairman

WAUKESHA COUNTY

Michael A. Crowley
Jose M. Delgado
James T. Dwyer

SOUTHEASTERN WISCONSIN REGIONAL
PLANNING COMMISSION STAFF

Kenneth R. Yunker, PE Executive Director
Michael G. Hahn, PE, PH Deputy Director
Elizabeth A. Larsen, SPHR Assistant Director-Administration
Stephen P. Adams Public Involvement and Outreach Manager
Nancy M. Anderson, AICP Chief Community Assistance Planner
Christopher T. Hiebert, PE. Chief Transportation Engineer
Laura L. Klettli, PE, CFM. Chief Environmental Engineer
John G. McDougall Geographic Information Systems Manager
David A. Schilling Chief Land Use Planner
Dr. Thomas M. Slawski Chief Biologist

SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

W239 N1812 ROCKWOOD DRIVE • PO BOX 1607 • WAUKESHA, WI 53187-1607 •

TELEPHONE (262) 547-6721
FAX (262) 547-1103

Serving the Counties of:

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WAUKESHA



SUBJECT: Certification of Amendment to the Adopted Regional Water Quality Management Plan (Hartland Sanitary Sewer Service Area)

TO: The Legislative Bodies of Concerned Local Units of Government within the Southeastern Wisconsin Region, namely: the County of Waukesha, the Village of Hartland, and the Delafield-Hartland Water Pollution Control Commission.

This is to certify that at the meeting of the Southeastern Wisconsin Regional Planning Commission, held on the 18th day of March 2015, the Commission did by unanimous vote of all Commissioners present, being 15 ayes and 0 nays, and by appropriate Resolution, a copy of which is made a part hereof and incorporated by reference to the same force and effect as if it had been specifically set forth herein in detail, adopt an amendment to the regional water quality management plan, which plan was originally adopted by the Commission on the 12th day of July 1979, as part of the master plan for the physical development of the Region. Said amendment to the regional water quality management plan pertains to the revised Hartland sanitary sewer service area and consists of the documents attached hereto and made a part hereof. Such action taken by the Commission is recorded on, and is a part of, said plan, and the plan as amended is hereby transmitted to the constituent local units of government for consideration, adoption, and implementation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal and cause the Seal of the Southeastern Wisconsin Regional Planning Commission to be hereto affixed. Dated at the City of Pewaukee, Wisconsin, this 19th day of March 2015.

David L. Stroik, Chairman
Southeastern Wisconsin
Regional Planning Commission

ATTEST:

Kenneth R. Yunker, Deputy Secretary

RESOLUTION NO. 2015-03

RESOLUTION OF THE SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION AMENDING THE ADOPTED REGIONAL WATER QUALITY MANAGEMENT PLAN, THAT PLAN BEING A PART OF THE MASTER PLAN FOR THE PHYSICAL DEVELOPMENT OF THE REGION CONSISTING OF THE COUNTIES OF KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH, WASHINGTON, AND WAUKESHA IN THE STATE OF WISCONSIN (HARTLAND SANITARY SEWER SERVICE AREA)

WHEREAS, pursuant to Section 66.0309(10) of the *Wisconsin Statutes*, the Southeastern Wisconsin Regional Planning Commission, at a meeting held on the 12th day of July 1979, duly adopted a regional water quality management plan as documented in the three-volume SEWRPC Planning Report No. 30, *A Regional Water Quality Management Plan for Southeastern Wisconsin: 2000*; and

WHEREAS, the Commission duly adopted an amendment to the regional water quality management plan refining and detailing the Hartland sanitary sewer service area as documented in SEWRPC Community Assistance Planning Report No. 93, *Sanitary Sewer Service Area for the Village of Hartland, Waukesha County, Wisconsin*, April 1985, as amended; and

WHEREAS by e-mail letter dated January 15, 2015, the Village of Hartland requested that the Commission amend the Hartland sanitary sewer service area to include certain lands located outside of the currently adopted sewer service area; and

WHEREAS, the proposed amendment to the regional water quality management plan is documented in a Commission staff memorandum entitled, "Response to Request by the Village of Hartland to Amend the Hartland Sanitary Sewer Service Area," attached hereto and made a part hereof; and

WHEREAS, the requested change to the regional water quality management plan, as documented in the aforementioned staff memorandum, was the subject of a public hearing held jointly by the Village of Hartland and the Regional Planning Commission on February 23, 2015; and

WHEREAS, Section 66.0309(9) of the *Wisconsin Statutes* authorizes and empowers the Regional Planning Commission, as the work of making the whole master plan progresses, to amend, extend, or add to the master plan or carry any part or subject thereof into greater detail;

NOW, THEREFORE, BE IT HEREBY RESOLVED:

FIRST: That the regional water quality management plan for the Southeastern Wisconsin Region, being a part of the master plan for the physical development of the Region and comprised of SEWRPC Planning Report No. 30, Volumes One, Two, and Three, which was adopted by the Commission as a part of the master plan on the 12th day of July 1979, and which was subsequently amended to include the refined Hartland sewer service area, be and the same hereby is amended in the manner identified on Map 1 of the aforementioned SEWRPC staff memorandum.

SECOND: That the Executive Director is authorized to submit findings to the Wisconsin Department of Natural Resources and the Wisconsin Department of Safety and Professional Services that public and private sanitary sewer extensions necessary to serve the anticipated development on the lands concerned are in conformance with, and would serve to implement, the adopted regional water quality management plan as herein amended.

RESOLUTION NO. 2015-03

THIRD: That a true, correct, and exact copy of this resolution, together with the aforementioned SEWRPC staff memorandum, shall be forthwith distributed to each of the local legislative bodies of the local governmental units within the Region entitled thereto and to such other bodies, agencies, or individuals as the law may require or as the Commission, its Executive Committee, or its Executive Director, at their discretion, shall determine and direct.

The foregoing resolution, upon motion duly made and seconded, was regularly adopted at the meeting of the Southeastern Wisconsin Regional Planning Commission held on the 18th day of March 2015, the vote being: Ayes 15; Nays 0.



David L. Stroik, Chairman

ATTEST:



Kenneth R. Yunker, Deputy Secretary

SEWRPC STAFF MEMORANDUM

RESPONSE TO REQUEST BY THE VILLAGE OF HARTLAND TO AMEND THE HARTLAND SANITARY SEWER SERVICE AREA

INTRODUCTION

By e-mail letter received January 15, 2015, the Village of Hartland requested that the Southeastern Wisconsin Regional Planning Commission (SEWRPC) amend the Hartland sanitary sewer service area, tributary to the Delafield-Hartland Water Pollution Control Commission (Dela-Hart) sewage treatment facility, as that area is currently documented in SEWRPC Community Assistance Planning Report No. 93, *Sanitary Sewer Service Area for the Village of Hartland, Waukesha County, Wisconsin*, dated April 1985, as amended. The basic purpose of the amendment would be to include within the planned sewer service area certain lands located immediately adjacent to, but outside, the currently adopted sewer service area.

AREA DESCRIPTION

As shown on Map 1, the area proposed to be added to the Hartland sanitary sewer service area encompasses approximately 47 acres and is located on the west side of North Avenue (CTH E) within the southeast quarter of U.S. Public Land Survey Section 27, Township 8 North, Range 18 East, Waukesha County, Wisconsin. The subject area includes the southerly portion of tax key parcel MRTT0396999005—an approximately six acre portion of which is already within the Hartland planned sewer service area.

The subject area is proposed to be developed as single-family residential use as identified in the Village of Hartland comprehensive plan. It is estimated that upon full development, the subject site would accommodate about 48 housing units with an estimated population of 120 persons.

The subject area contains about 1.5 acres of wetlands as shown on the 2010 Wisconsin Wetlands Inventory. There are no environmental corridors or isolated natural resource areas in the subject area.

A more detailed delineation of the amended sewer service area is shown on the aerial photograph reproduced as Map 2.

RELATIONSHIP OF THE PROPOSED CHANGE TO THE EXISTING SANITARY SEWER SERVICE AREA

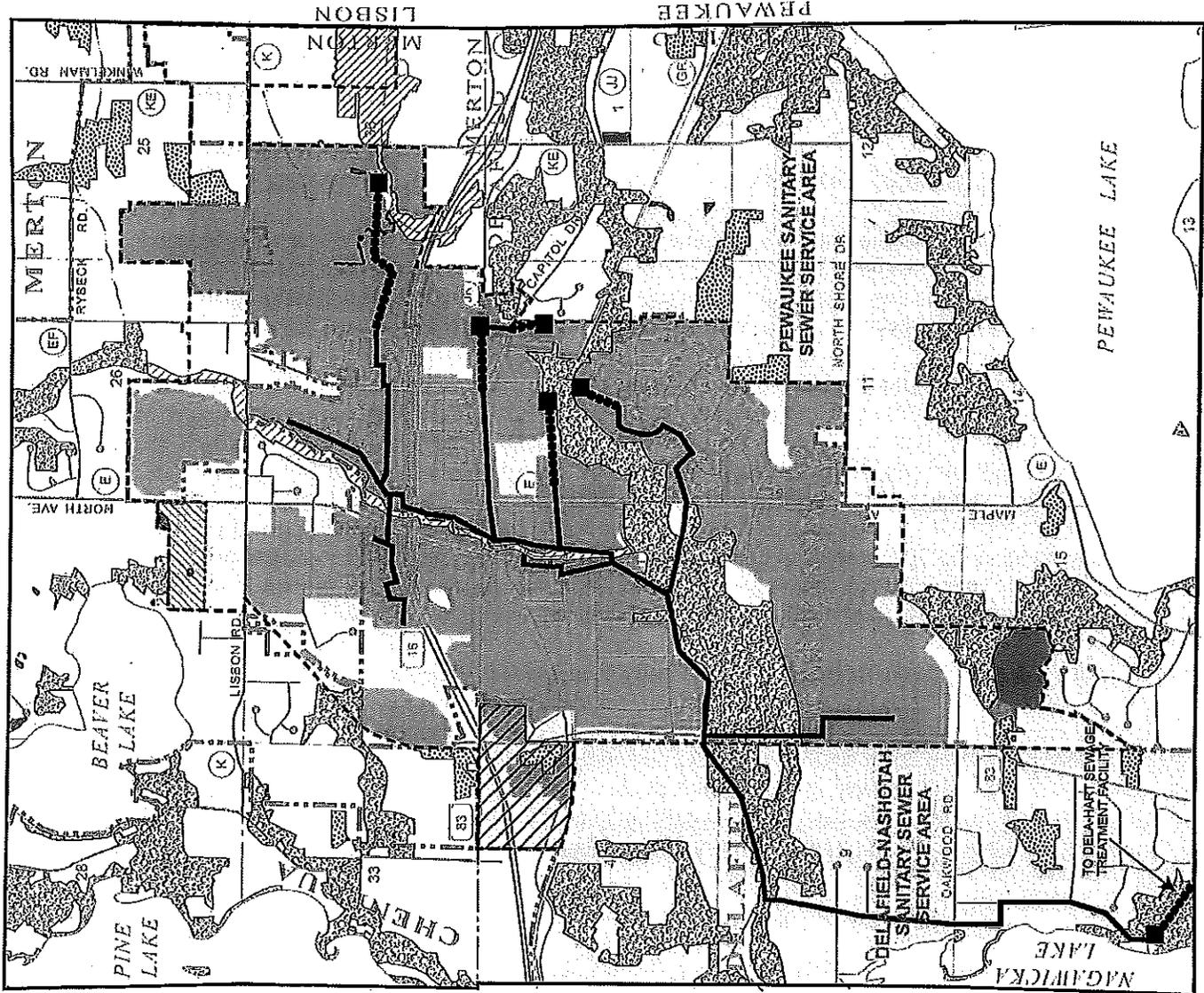
The proposed addition of 47 acres to the Hartland sanitary sewer service area represents an increase in the Hartland planned sewer service area of just over 1 percent. The proposed addition would increase the resident population of the Hartland sewer service area by just over 1 percent.

WATER QUALITY IMPACTS

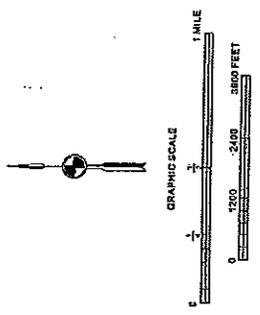
Under the adopted regional water quality management plan and the Hartland sanitary sewer service area plan, it is envisioned that all new urban development within the planned sewer service area would receive sanitary sewer service. Assuming that all applicable Federal, State, and local permits are obtained and that proper site development and construction practices are employed, there should be no significant adverse water quality impacts attributable to the development of the planned sanitary sewer service area.

Map 1

RECOMMENDED AMENDMENT TO THE HARTLAND SANITARY SEWER SERVICE AREA



- PRIMARY ENVIRONMENTAL CORRIDOR
- SECONDARY ENVIRONMENTAL CORRIDOR
- ISOLATED NATURAL RESOURCE AREA
- WETLANDS AND SURFACE WATER AREAS LESS THAN FIVE ACRES IN SIZE LOCATED OUTSIDE ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS
- EXISTING AREA SERVED BY VILLAGE OF HARTLAND-PUBLIC SANITARY SEWERS: 2010
- PLANNED SANITARY SEWER SERVICE AREA
- LANDS IN THE CITY OF DELAFIELD THAT ARE CURRENTLY OR ARE PROPOSED TO BE SERVED BY CITY OF DELAFIELD SEWERS WHICH CONNECT TO THE VILLAGE OF HARTLAND SEWER SYSTEM FOR CONVEYANCE TO THE DELA-HART SEWAGE TREATMENT FACILITY
- AREA PROPOSED TO BE ADDED TO THE HARTLAND SANITARY SEWER SERVICE AREA
- AREA TEMPORARILY SERVED BY LAKE PEWAUKEE SANITARY DISTRICT SANITARY SEWERS
- CITY AND VILLAGE BOUNDARIES: 2014
- PLANNED SANITARY SEWER SERVICE AREA BOUNDARY
- EXISTING TRUNK SEWER
- EXISTING FORCE MAIN
- EXISTING PUMPING STATION



Source: SEWRPC.

WASTEWATER TREATMENT PLANT CAPACITY

Wastewater from the proposed single-family residential development on the subject property will be conveyed through the Dela-Hart sewerage system and treated at the Dela-Hart sewage treatment facility. The Dela-Hart sewage treatment facility was upgraded in 2005 and has a design capacity of 3.2 million gallons per day (mgd) on an average annual flow basis. The wastewater flow rate for the past five years has been about 1.9 mgd on an average annual basis. The proposed addition to the Hartland planned sewer service area would add a planned residential development area of about 47 acres with a population of about 120 persons. The anticipated sewage flow to be generated in the area proposed to be added to the sewer service area is expected to be approximately 0.015 mgd on an average annual basis. Thus, the treatment plant has adequate capacity to treat sewage flows from the subject area.

PUBLIC REACTION TO THE PLAN AMENDMENT

A public hearing was held on February 23, 2015, at the Village of Hartland Municipal Building to receive public comment on, and reaction to, the proposed sewer service area amendment. The hearing was sponsored by the Village of Hartland and the Regional Planning Commission. A summary of the amendment was presented prior to receiving public comment. No objections to the proposed amendment were expressed at the hearing.

LOCAL ACTION ON THE PLAN AMENDMENT

The Hartland Village Board approved the sewer service area amendment following the public hearing on February 23, 2015.

CONCLUDING RECOMMENDATION

The Regional Planning Commission's evaluation of proposed sanitary sewer service area amendments includes a consideration of whether the amendment is consistent with the regional land use plan, the regional water quality management plan, and the provisions of the *Wisconsin Administrative Code* governing water quality management plans, and whether established procedures for amending sewer service areas have been followed.

- **Consistency with the Regional Land Use Plan**

The regional land use plan recommends that, in addition to the infilling and redevelopment of existing urban centers, new urban development within the Region be accommodated through the orderly expansion of existing urban centers in locations which can be readily served by basic urban facilities, including sanitary sewer service, with the overall amount of new urban development consistent with projected growth in population and the economic base. The regional land use plan further recommends the preservation of primary environmental corridors and that consideration be given to the preservation of secondary environmental corridors and isolated natural resource areas. The proposed sewer service area amendment is consistent with these recommendations of the regional land use plan.

- **Consistency with the Regional Water Quality Management Plan**

The regional water quality management plan recommends that new urban development within the Region be provided with centralized sanitary sewer service. The plan designates a wastewater treatment plant to serve each of the urban centers within the Region that are identified in the regional land use plan. In the case at hand, the regional plan recommends that wastewater from the Hartland urban service area be conveyed to and treated at the Delafield-Hartland Water Pollution Control Commission wastewater treatment plant. The proposed sewer service area amendment is consistent with these recommendations of the regional water quality management plan.

- **Consistency with Chapter NR 121 of the *Wisconsin Administrative Code***
Chapter NR 121 of the *Wisconsin Administrative Code* governs the preparation of areawide water quality management plans, including the component sewer service area plans. The code requires that sewer service areas be determined in a way that promotes cost-effective and environmentally sound wastewater collection and treatment and that is consistent with 20-year population projections. Under the code, sewer service area plans must identify lands that are to be excluded from sewer service because of physical or environmental constraints or potential adverse water quality impacts. The proposed sewer service area amendment is consistent with these provisions of the *Wisconsin Administrative Code*.
- **Consistency with Procedural Requirements**
As carried out by the Regional Planning Commission, the sewer service area amendment process must begin with a request to the Commission from the appropriate local unit of government or government agency to process the amendment. A public hearing must be held on the proposed amendment; the hearing is jointly sponsored by the Regional Planning Commission and the requesting agency or unit of government. Subsequent to the public hearing, the requesting agency or unit of government must act to approve the amendment as presented at the hearing, approve a modified amendment, or deny the amendment. Only after approval by the requesting agency or unit of government will the proposed amendment be considered for adoption by the Regional Planning Commission as an amendment to the areawide water quality management plan. All of the Commission's procedural requirements have been met for this amendment.

Given all of the foregoing, it is recommended that the Southeastern Wisconsin Regional Planning Commission formally amend the Village of Hartland sanitary sewer service area as documented in SEWRPC Community Assistance Planning Report No. 93, as amended, in the manner shown on Map 1. It is also recommended that the Wisconsin Department of Natural Resources approve this sewer service area plan amendment and transmit the plan amendment to the U.S. Environmental Protection Agency for certification.

Map 2

ENVIRONMENTALLY SIGNIFICANT LANDS AND PLANNED SANITARY SEWER SERVICE AREA FOR THE VILLAGE OF HARTLAND AND ENVIRONS

U.S. Public Land Survey Section 27
Township 8 North, Range 18 East



Photography Date: April 2010

 PRIMARY ENVIRONMENTAL CORRIDOR

 ISOLATED NATURAL RESOURCE AREA

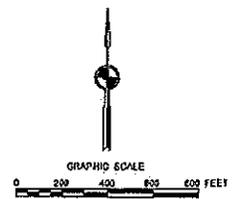
 WETLANDS AND SURFACE WATER AREAS LESS THAN FIVE ACRES IN SIZE LOCATED OUTSIDE ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

 SURFACE WATER WITHIN ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

 PLANNED SANITARY SEWER SERVICE AREA

 GROSS SANITARY SEWER SERVICE AREA BOUNDARY

NOTE: This map replaces a portion of Map 2, page 4, of SEWRPC Amendment to the Regional Water Quality Management Plan, Village of Hartland, March 2002.



Source: SEWRPC.

APPENDIX

Appendix A

REGIONAL HOUSING PLAN: JOB/HOUSING BALANCE ANALYSIS

On March 13, 2013, the Regional Planning Commission adopted a regional housing plan for the seven-county Southeastern Wisconsin Region. That plan is documented in SEWRPC Planning Report No. 54, *A Regional Housing Plan for Southeastern Wisconsin*, dated March 2013. The plan addresses a range of housing issues and concerns, including the balance between jobs and housing throughout the Region. The plan includes a generalized analysis of the "job/housing balance" for subareas of the Region. The regional housing plan recommends that the findings of the job-housing analysis be provided to communities seeking to amend their sanitary sewer service areas, with the intent to inform communities of any job/housing imbalance, and to encourage them to consider addressing the imbalance when they review and update their community comprehensive plan and zoning ordinance. Accordingly, the findings of that analysis are summarized in this appendix.

The job/housing analysis conducted under the regional housing study examined the relationship between jobs and housing that would exist in areas planned by local governments to be served by a public sanitary sewer system, assuming implementation of adopted long-range comprehensive plans for those areas. For each sewered community, the analysis compared the projected relative shares of lower-cost, moderate-cost, and higher-cost housing¹ with the projected relative shares of lower-wage, moderate-wage, and higher-wage jobs,² respectively. Job/housing imbalances identified under this analysis are indicated on Map A-1. A "lower-cost" job/housing imbalance indicates a community projected to have a higher percentage of lower-wage jobs than lower-cost housing. A "moderate-cost" job/housing imbalance indicates a community projected to have a higher percentage of moderate-wage jobs than moderate-cost housing.

Map A-1 shows the Village of Hartland is projected to have lower-cost and moderate-cost job/housing imbalances. The regional housing plan would encourage the Village to consider conducting a more detailed job/housing analysis specific to their community, with the community-level analysis considering community-specific wage data and housing price data. The community-specific analysis could also consider the effect of multiple workers in a household, which was not incorporated in the regional-level analysis.

The regional housing plan further recommends that communities which are demonstrated to have a job/housing imbalance following a community-specific analysis consider making changes to their comprehensive plan and zoning ordinance, as appropriate, in order to enable the provision of housing suitable for the people holding jobs in their community. Actions to address a moderate-cost job/housing imbalance could include modifying the comprehensive plan to permit some single-family residences on smaller lots (1/4 acre or less) and of modest square footage (1,200 square feet or less). Actions to address

¹ For purposes of the analysis, lower-cost housing generally includes multi-family dwellings and single- and two-family dwellings at densities of 6,000 square feet or less per dwelling unit; moderate-cost housing includes single- and two-family dwellings at densities of one dwelling per 6,000 to 20,000 square feet for homes constructed prior to 2000 and at densities of one dwelling per 6,000 to 10,000 square feet for housing constructed after 2000; and higher-cost housing includes the balance of the housing stock.

² For purposes of the analysis, lower-wage jobs include those with an average annual wage that is 80 percent or less than the average annual wage for all jobs in the county; moderate-wage jobs include those with an average annual wage between 80 percent and 135 percent of average annual wage for all jobs in the county; and higher-wage jobs include those with an average annual wage that is 135 percent or more of the annual average wage for all jobs in the county.

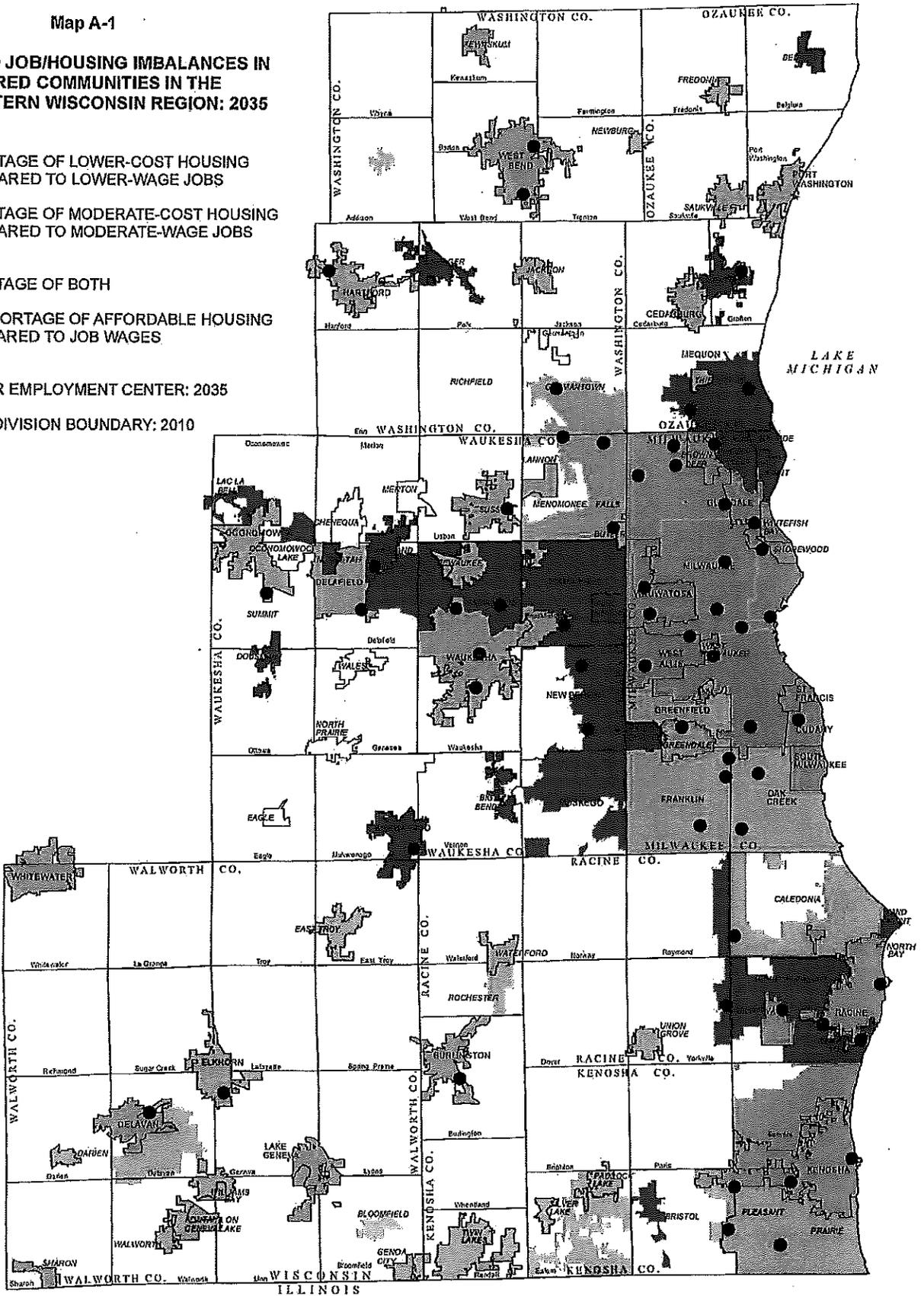
a lower-cost job/housing imbalance could include modifying the comprehensive plan to permit some modest multi-family housing (density of about 10 housing units per acre and 800 to 850 square feet per two bedroom apartment).

Additional information about the housing plan and the job/housing balance analysis is available on the SEWRPC website (www.sewrpc.org/sewrpc/housing.htm) or by contacting the SEWRPC staff.

Map A-1

PROJECTED JOB/HOUSING IMBALANCES IN SEWERED COMMUNITIES IN THE SOUTHEASTERN WISCONSIN REGION: 2035

-  SHORTAGE OF LOWER-COST HOUSING COMPARED TO LOWER-WAGE JOBS
-  SHORTAGE OF MODERATE-COST HOUSING COMPARED TO MODERATE-WAGE JOBS
-  SHORTAGE OF BOTH
-  NO SHORTAGE OF AFFORDABLE HOUSING COMPARED TO JOB WAGES
-  MAJOR EMPLOYMENT CENTER: 2035
-  CIVIL DIVISION BOUNDARY: 2010



Source: Local Government Comprehensive Plans and SEWRPC.

1 AMEND THE DISTRICT ZONING MAP OF THE TOWN OF LISBON ZONING CODE BY
2 REZONING CERTAIN LANDS LOCATED IN PART OF THE SW ¼ OF SECTION 36,
3 T8N, R19E, TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN, FROM
4 THE A-10 AGRICULTURAL DISTRICT TO THE R-2 SINGLE
5 FAMILY RESIDENTIAL DISTRICT (ZT-1807)
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 June 2, 2014, 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 60.61, Wis. Stats.
15

16 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
17 that the District Zoning Map for the Town of Lisbon Zoning Code, adopted by the Town of
18 Lisbon on April 9, 2010, is hereby amended to rezone from the A-10 Agricultural District to the
19 R-2 Single Family Residential District, certain lands located in part of the SW ¼ of Section 36,
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-1807, 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.
30

31 BE IT FURTHER ORDAINED that all Ordinances inconsistent with or in contravention of the
32 provisions of this Ordinance are hereby repealed.

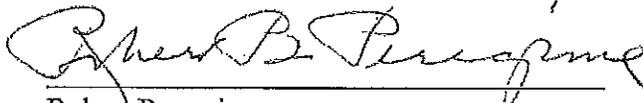
COMMISSION ACTION

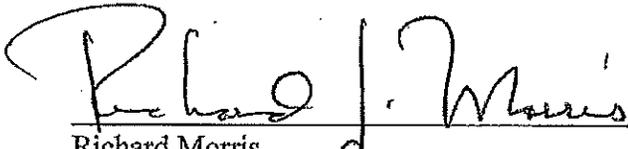
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Town of Lisbon Zoning Ordinance hereby recommends approval of ZT-1807 (Francis Mehringer_Pam Anderson) in accordance with the attached "Staff Report and Recommendation".

PARK AND PLANNING COMMISSION

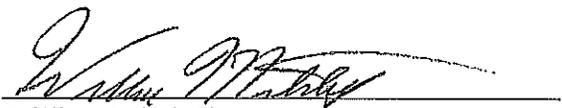
April 23, 2015


James Siepmann, Chairperson

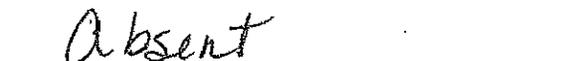

Robert Peregrine


Richard Morris


William Maslowski


William Mitchell


Robert Hamilton


Keith Hammitt

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

DATE: April 23, 2015

FILE NO.: ZT-1807

OWNER: Francis and Mae Mehringer
N51 W22619 C.T.H. "K"
Lisbon, WI 53089

APPLICANT: Pam Anderson
N51 W22657 C.T.H. "K"
Lisbon, WI 53089

TAX KEY NO'S.: LSBT 0287.999.002 and LSBT 0287.999.003

LOCATION:

The parent parcel is located in part of the SW ¼ of Section 36, T8N, R19E, Town of Lisbon at the C.T.H. "K" address cited above containing 66.6 acres. A Certified Survey Map (refer to Exhibit A) dividing 3.3 acres from the parent parcel was recorded in July 2014, leaving a remnant parcel approximately 63 acres in size. The 3.3 acre Certified Survey Map (CSM) was recorded as Lot 1, CSM No. 11198, Volume 110, Page 108, and is the parcel proposed to be rezoned herein.

EXISTING ZONING:

A-10 Agricultural District, which requires a minimum lot size of ten acres and a minimum average width of 300 feet, and C-1 Conservancy. The Conservancy zoning designation will not be amended herein.

PROPOSED ZONING:

R-2 Single Family Residential District, which requires a minimum lot size of one acre and a minimum lot width of 150 feet (unsewered).

EXISTING LAND USE: Agricultural.

REQUESTED LAND USE:

To divide a 3.3 acre parcel from the parent parcel for future single-family residential use by a family member and continue the agricultural use.

PUBLIC HEARING DATE: May 22, 2014.

PUBLIC COMMENT: None.

TOWN PLAN COMMISSION ACTION:

On May 22, 2014, the Town of Lisbon Plan Commission voted unanimously to recommend approval of the rezone request to the Town Board subject to the Town Engineer and Plan Commission comments and recommendations, including the approval of a CSM.

TOWN BOARD ACTION:

On June 2, 2014, the Town Board voted unanimously to approve the Ordinance to rezone the subject property as presented per the Town Engineer comments, and including the approval of a CSM. It should be noted that the Town Ordinance was not transmitted to Waukesha County until March 2015.

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

The subject property is designated as Medium Density Residential (a density of 6,000 SF to 19,999 SF per dwelling unit) and Other Open Lands to be Preserved (five acre density unless further soils investigation determines the land is developable at a higher density) on both the Waukesha County and Town of Lisbon Comprehensive Development Plan Maps. The proposed rezoning of this site for one single family residential home site will be consistent with the purpose and intent of the Town and County Comprehensive Development Plans as the lot meets the density and is proposed outside of the hydric soils.

STAFF ANALYSIS:

The petitioner has divided a 66.6 acre parcel into two parcels, a 63 acre remnant parcel and a 3.3 acre single-family residential lot, via a CSM (refer to Exhibit A). The remnant parcel was excluded from the CSM by specific action of the Town Plan Commission and the Waukesha County Park and Planning Commission. The 66 acre parent parcel contains a navigable stream, wetland, and floodplain, and well as a large area of hydric soils and some areas of bedrock near the surface. Soil tests were submitted with the CSM, which has already been recorded in the Waukesha County Register of Deeds office. The CSM also shows a 66' road reservation (0.3 acres) granted to the Town of Lisbon so Lot 1 has public road access via Wedgewood Glen Drive to the east. The Town Ordinance contains a typographical error. Lisbon is misspelled "Lisben" in the legal description. Staff has requested a corrected copy from the Town of Lisbon.

STAFF RECOMMENDATION:

It is the opinion of the Planning and Zoning Division Staff that this request be **approved** in accordance with the Town's decision. The proposed zoning change will allow for the creation of a new building site that is consistent with the existing town zoning and land use adjacent to the east, as well as the Town and County Comprehensive Development Plans and will not adversely affect surrounding land uses.

Respectfully submitted,

Sandra L. Scherer

Sandy Scherer
Senior Planner

Attachments: Town Ordinance
Rezone Map
CSM (Exhibit "A")

ORDINANCE 03-14

STATE OF WISCONSIN: TOWN OF LISBON: WAUKESHA COUNTY

**ORDINANCE REZONING THE MEHRINGER PROPERTY
FROM A-10 AGRICULTURAL TO R-2 SINGLE FAMILY
RESIDENTIAL THE TOWN OF LISBON, WAUKESHA
COUNTY, WISCONSIN**

Whereas, Pam Anderson, petitioned the Town of Lisbon to rezone 3.6 acres of property from A-10 Agricultural to R-2 Single Family Residential 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 May 22, 2014.

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

SECTION 1: The following described property is rezoned from A-10 Agricultural to R-2 Single Family Residential

BEING A PART OF SE ¼ OF THE SW ¼ OF SECTION 36,
TOWNSHIP 8 NORTH, RANGE 19 EAST, TOWN OF
LISBON, WAUKESHA COUNTY, WISCONSIN

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

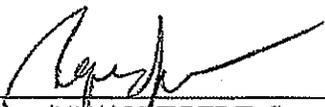
SECTION 3: This ordinance shall take effect upon passage and posting as provided by law.

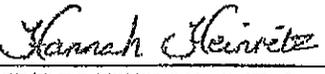
PASSED AND ADOPTED by the Town Board of the Town of Lisbon, Waukesha County, Wisconsin this 2nd Day of June, 2014.

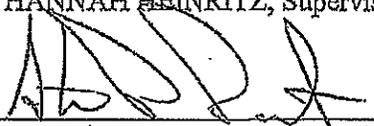
TOWN BOARD, TOWN OF LISBON
WAUKESHA COUNTY, WISCONSIN

BY: 
MATTHEW GEHRKE, Chairman

MATTHEW GEHRKE, Chairman

BY: 
RYAN LIPPERT, Supervisor

BY: 
HANNAH HEINRITZ, Supervisor

BY: 
STEVEN PANTEN, Supervisor

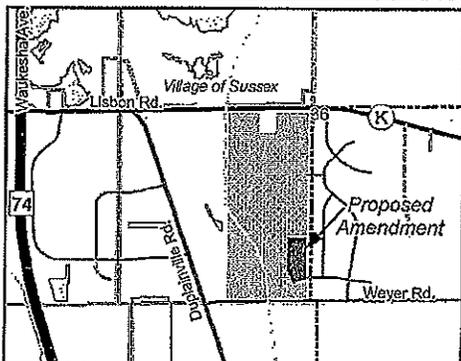
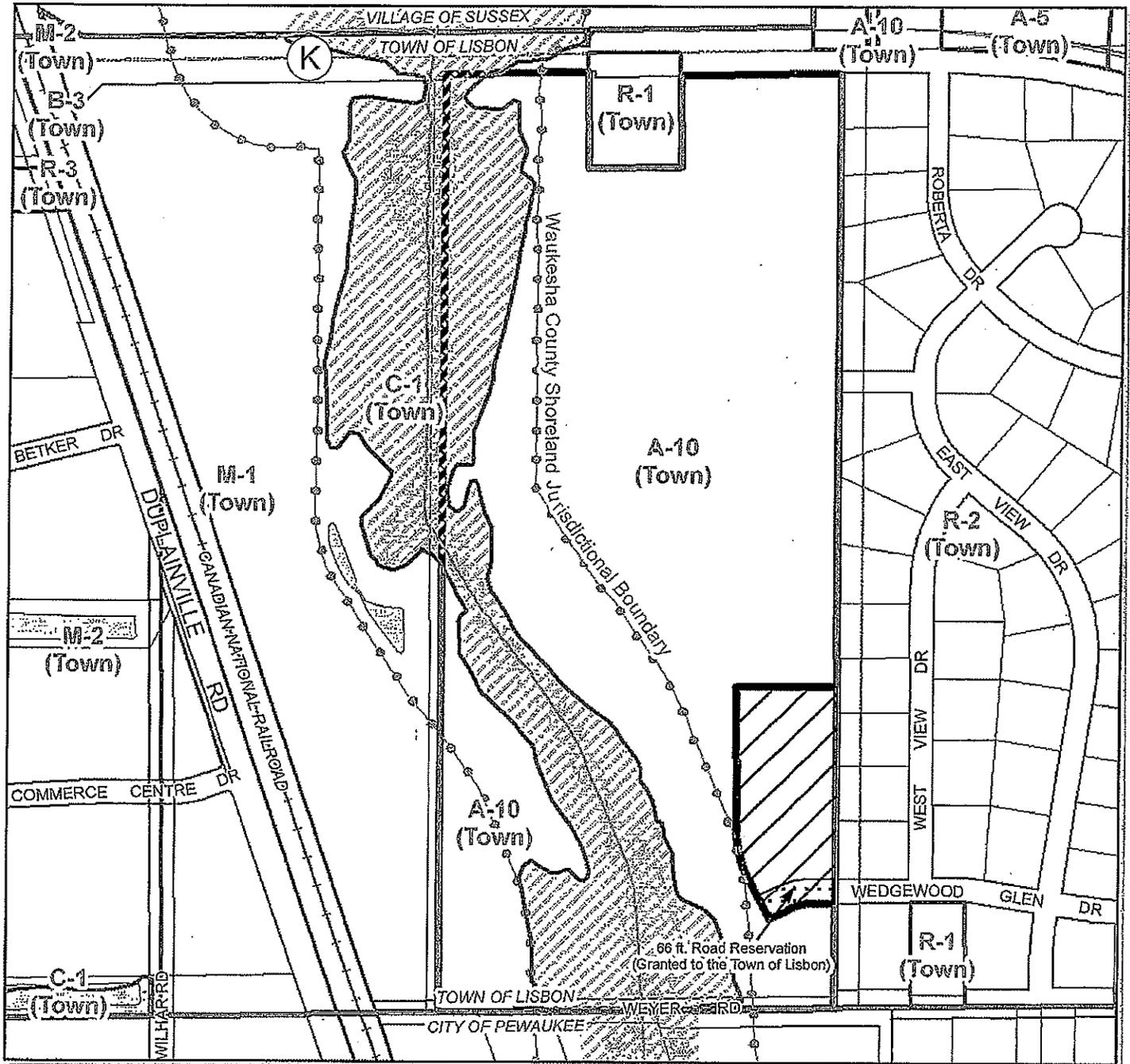
BY: 
JOSEPH OSTERMAN, Supervisor

ATTEST:

BY: 
Elizabeth Kraus, Town Clerk

ZONING AMENDMENT

PART OF THE SW 1/4 OF SECTION 36
TOWN OF LISBON



 TOWN ZONING CHANGE FROM A-10 AGRICULTURAL DISTRICT TO R-2 SINGLE FAMILY RESIDENTIAL DISTRICT

FILE NUMBER.....ZT-1807

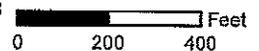
DATE OF PLAN COMM. CONSIDERATION.....04/23/15

AREA OF CHANGE.....3.65 ACRES

TAX KEY NUMBER.....LSBT 0287.999.003



1 inch = 400 feet



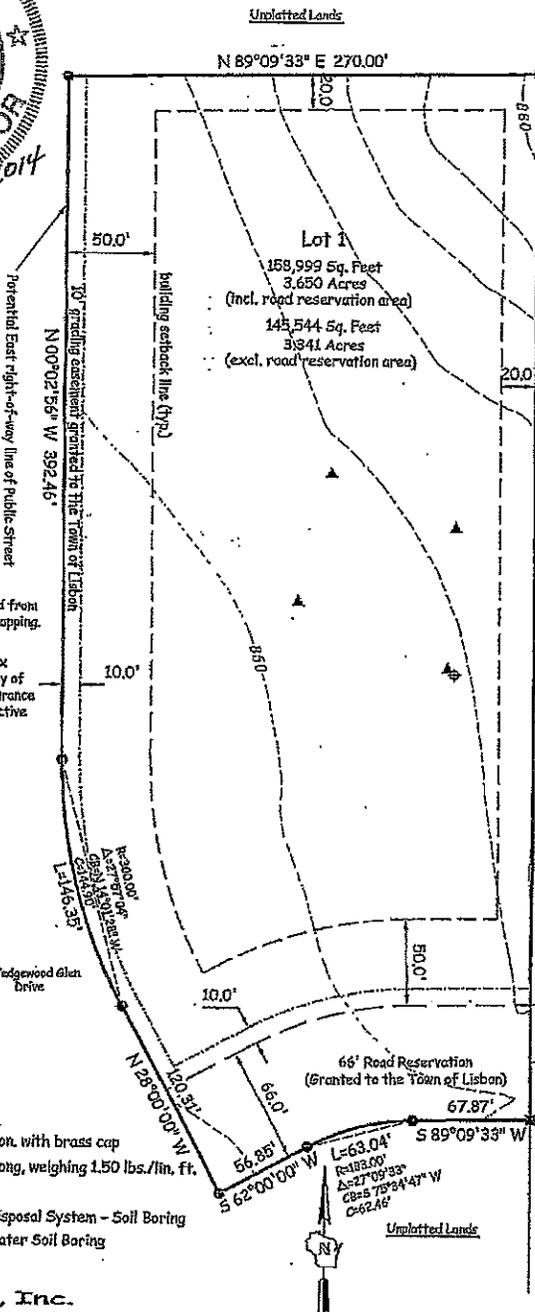
Prepared by the Waukesha County Department of Parks and Land Use

EXHIBIT "A"

FORM BBO-11

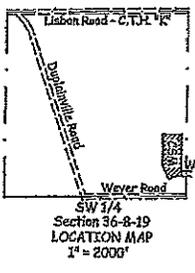
CERTIFIED SURVEY MAP NO. _____
 BEING A PART OF THE SE 1/4 OF THE SW 1/4 OF SECTION 36,
 TOWNSHIP 8 NORTH, RANGE 19 EAST, TOWN OF LISBON,
 WAUKESHA COUNTY, WISCONSIN.

Center of
 Section 36-8-19
 N. 410,470.94
 E. 2,481,893.60



NOTE:
 Contours shown hereon are derived from
 Waukesha County GIS prs 2000 mapping.

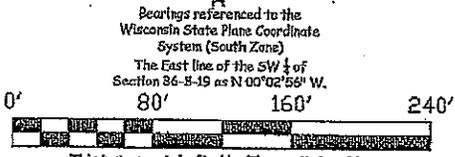
NOTE:
 The Base Flood Elevation of Sussex
 Creek Tributary 1, located westerly of
 this CSM = 846 per the Flood Insurance
 Rate Map No. 55193C0202F, Effective
 Date November 19, 2008.



- Legend**
- ◆ Section Corner - conc. mott. with brass cap
 - 3/4" dia. rebar set, 18" long, weighing 1.50 lbs./lin. ft.
 - 2" iron pipe found
 - ▲ On Site Waste Water Disposal System - Soil Boring
 - ◆ Seasonal High Ground Water Soil Boring

**Bernklau
 Surveying, Inc.**
 N60 W25864 Walker Road
 Sussex, WI 53089
 (262) 538-0708
 www.bernklausurveying.com

Prepared For:
 Francis J. & Mae M. Mehringer
 N51W22619 Lisbon Road
 Lisbon, WI 53089



Bearings referenced to the
 Wisconsin State Plane Coordinate
 System (South Zone)
 The East line of the SW 1/4 of
 Section 36-8-19 as N 00°02'56" W.

PN 3419-13

This instrument drafted by Thomas M. Bernklau
 Sheet 1 of 4

NOTE: The attachment will be forwarded once it's available from Public Works.

1 LAYING OUT, RELOCATION AND IMPROVEMENT OF
2 COUNTY TRUNK HIGHWAY TT WEST WAUKESHA BYPASS
3 WAUKESHA COUNTY PROJECT I.D. 2788-00-22
4
5

6 WHEREAS, the County Board of Supervisors of Waukesha County finds that the proper
7 improvement in maintenance of the above County Trunk Highway in the City of Waukesha, City
8 of Pewaukee and Town of Waukesha from a point that is 1451.65 feet South of and 196.52 feet
9 East of the East one quarter corner of Section 17, Town 6 North, Range 19 East, in the Town of
10 Waukesha, Waukesha County, State of Wisconsin to a point that is 555.87 feet South of and
11 13.33 feet East of the East one quarter corner of Section 30, Town 7 North, Range 19 East City
12 of Waukesha, Waukesha County, State of Wisconsin requires certain relocation or changes and
13 the acquisition of certain rights of way as shown on the plat marked "Plat of Right of Way
14 Required for West Waukesha Bypass Project I.D. 2788-00-22, West Waukesha Bypass, Wis 59
15 to Northview Road".
16

17 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA DOES
18 ORDAIN that the plat marked "Plat of Right of Way Required for West Waukesha Bypass
19 Project I.D. 2788-00-22, West Waukesha Bypass, Wis 59 to Northview Road" on file in the
20 County Clerk's office is adopted by reference under the authority granted by Section 83.08 and
21 Chapter 32 of the Wisconsin Statutes.
22

23 IT IS FURTHER ORDAINED that County Trunk Highway TT is hereby changed or relocated
24 from a point that is 1451.65 feet South of and 196.52 feet East of the East one quarter corner of
25 Section 17, Town 6 North, Range 19 East, in the Town of Waukesha, Waukesha County, State of
26 Wisconsin to a point that is 555.87 feet South of and 13.33 feet East of the East one quarter
27 corner of Section 30, Town 7 North, Range 19 East City of Waukesha, Waukesha County, State
28 of Wisconsin in accordance with the "Plat of Right of Way Required for West Waukesha Bypass
29 Project I.D. 2788-00-22, West Waukesha Bypass, Wis 59 to Northview Road."
30

31 IT IS FURTHER ORDAINED that the County shall acquire those rights of way and other
32 interests as shown on the "Plat of Right of Way Required for West Waukesha Bypass Project
33 I.D. 2788-00-22, West Waukesha Bypass, Wis 59 to Northview Road."

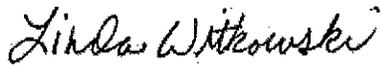
NOTE: The attachment will be forwarded once it's available from Public Works.

FISCAL NOTE

LAYING OUT, RELOCATION AND IMPROVEMENT OF
COUNTY TRUNK HIGHWAY TT WEST WAUKESHA BYPASS
WAUKESHA COUNTY PROJECT I.D. 2788-00-22

This ordinance authorizes right of way acquisitions necessary for the Waukesha West Bypass Capital Project (#200917). Department of Public Works staff indicate that this is the first of multiple ordinances needed for land acquisition in this project. According to department staff, there are sufficient appropriated funds to cover this and future land acquisitions related to this project.

This ordinance is not anticipated to result in additional direct tax levy impact.



Linda G. Witkowski
Budget Manager
5/6/2015

MEMO

To: Chairman Paul Decker
From: Daniel P. Vrakas
Subject: Reappointment to the Community Development Block Grant Board
Date: April 16, 2015

I am pleased to submit to the County Board for your consideration the reappointment of Joan Francoeur to the Community Development Block Grant (CDBG) Board. Her term would expire May 1, 2018.

Ms. Francoeur lives at 201 N. Comanche Lane, Waukesha, 53188. Her phone number is 547-9149. She has served as an Alderperson in District 14 of the City of Waukesha since 2003. She serves on the Planning Commission and is chair of the Human Resources Committee for the City. She is retired from a career as a teacher in the Milwaukee Public Schools and from a career as a manager for IBM. She's been a resident of Waukesha County since 1992.

Thank you for your swift consideration.

DPV:sh

cc: Kathleen Novack
Kristin Silva

MEMO

To: Chairman Paul Decker
From: Daniel P. Vrakas
Subject: Reappointment to the Community Development Block Grant Board
Date: April 16, 2015

I am pleased to submit to the County Board for your consideration the reappointment of Michele F. DeYoe to the Community Development Block Grant Board. Her term would expire May 1, 2018.

Ms. DeYoe lives at 225 Glen Oak Ct., Delafield, 53018. Her phone is (262) 646-2907. She is currently the Mayor of the City of Delafield and has served as an Alderperson. She has also done volunteer work and is very involved in community service including Friends of the Delafield Public Library, Pink Heals, Veteran's Riverwalk and in the Kettle Moraine School District. Also in her previous employment, she was successful in preparing and securing grants to public and private foundations, and she believes this background would give her a good foundation to be a contributing member of the CDBG Board. She has been a resident of Waukesha County for 23 years.

Thank you for your swift consideration.

DPV:sh

cc: Kathleen Novack
Kristin Silva

MEMO

To: Chairman Paul Decker
From: Daniel P. Vrakas
Subject: Reappointment to the Community Development Block Grant Board
Date: April 16, 2015

I am pleased to submit to the County Board for your consideration the reappointment of Robyn Turtenwald to the Community Development Block Grant Board. Her term would expire May 1, 2018.

Ms. Turtenwald serves as Manager for the Menomonee Falls Parade Committee and is a Menomonee Falls Optimist Club Member. She serves on the Community Memorial Hospital Board of Directors and is active on three committees for the MS Society. She served on the Village of Menomonee Falls Board from 1988 to 1991. She lives at N80 W13566 River Park Drive in Menomonee Falls, 53051. Her home phone is 255-5125. She has served on the Board since 2004.

Thank you for your swift consideration.

DPV:sh

cc: Kathleen Novack
Kristin Silva

MEMO

To: Chairman Paul Decker
From: Daniel P. Vrakas
Subject: Reappointment to the Community Development Block Grant Board
Date: April 21, 2015

I am pleased to submit to the County Board for your consideration the reappointment of Gilbert Yerke, District #25 to the Community Development Block Grant Board (CDBG). His term would expire May 1, 2018.

Thank you for your swift consideration.

DPV:sh

cc: Kathleen Novack
Kristin Silva

MEMO

To: Chairman Paul Decker
From: Paul Farrow
Subject: Appointment to the Aging Disability Resource Center Advisory Board
Date: May 6, 2015

I am pleased to submit to the County Board for your consideration the appointment of William Steele to the Aging Disability Resource Center (ADRC) Advisory Board. He is replacing Julie Turkoske, who cannot serve more than two terms. His term would expire August 1, 2017.

Mr. Steele lives at S30W30474 Sunset Drive, Waukesha, 53189. His phone is (414) 303-2395. Mr. Steele is currently a Nursing Home Administrator in Racine County. He has lived in Waukesha for fifteen years, and issues for seniors are important to him. He served on the Southeastern Autism Society Board for two years. Mr. Steele has an 8 year old son.

Thank you for your swift consideration.

PF:sh

cc: Kathleen Novack
Luann Page

1 APPROVE REVISED 2ND AMENDMENT TO OLD HEALTH AND HUMAN
2 SERVICES BUILDING SMOKESTACK CELLULAR TOWER LEASE
3
4

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

10 WHEREAS, New Cingular wishes to make upgrades to antennas and related equipment on the
11 smokestack, and
12

13 WHEREAS, the County is willing to permit the upgrades provided that a Five Thousand Five
14 Hundred Thirty-Eight and 00/100 Dollar (\$5,538.00) increase in the annual rental rate is made to
15 the Lease and the termination provision of the Lease is amended to provide flexibility to the
16 County in the event that termination becomes necessary or desirable, and
17

18 WHEREAS, the County Board previously approved these changes to the Lease through Enrolled
19 Ordinance 169-88, however, prior to execution of the approved second amendment to the Lease,
20 New Cingular requested additional modifications to the timing requirements contained in the
21 amended termination provision, and
22

23 WHEREAS, the County is agreeable to such further changes.
24

25 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
26 that the revised second amendment to the December 1, 1998 Lease with Milwaukee SMSA
27 Limited Partnership d/b/a New Cingular Wireless PCS, LLC for use of the Old Health and
28 Human Services Building Smokestack as a cellular tower permitting upgrades to antennas and
29 related equipment, increasing the amount of annual rent by Five Thousand Five Hundred Thirty-
30 Eight and 00/100 Dollars (\$5,538.00), and further modifying the termination provision of the
31 Lease (the "Second Amendment") on file with the Department of Emergency Preparedness is in
32 all respects approved.
33

34 BE IT FURTHER ORDAINED that the Director of Emergency Preparedness or his designee is
35 authorized to execute the Second Amendment and any other documents necessary to effectuate
36 the intent thereof.

EXECUTION COPY

Market: IL/WI
Cell Site Number: WI0159
Cell Site Name: Downtown Waukesha
Fixed Asset Number: 10011988

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE ("**Second Amendment**"), dated as of the latter of the signature dates below, is by and between Waukesha County, Wisconsin, a municipal corporation, having a mailing address of 515 W. Moreland Blvd., Waukesha, Wisconsin 53188 ("**County**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor in interest to Milwaukee SMSA Limited Partnership, having a mailing address of 575 Morosgo Dr. NE, Atlanta, GA 30324 ("**Lessee**").

WHEREAS, County and Lessee, or their predecessor in interest, entered into a Lease dated December 1, 1998, as amended by that certain First Amendment to Lease dated June 26, 2012, whereby County leased to Lessee certain Premises, therein described, that are a portion of the Property located at 500 Riverview Avenue, Waukesha, WI 53188 ("**Lease**"); and

WHEREAS, the First Amendment to Lease dated June 26, 2012, incorrectly references the Lease that was executed on May 1, 2001, and subsequently terminated by the Release and Settlement Agreement dated April 4, 2007. The terms of said First Amendment to Lease are still valid and it shall be construed as an amendment to the Lease dated December 1, 1998.

WHEREAS, County and Lessee desire to amend the Lease to permit Lessee to add, modify, and/or replace equipment; and

WHEREAS, Lessee desires to change, modify or relocate the Antenna Facility, which County is willing to approve so long as the Lease is otherwise amended as required hereby; and

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

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

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

1. **Leased Property.** County consents to the installation and operation of the additional antennas, associated cables and equipment described on the attached Exhibit B-2 (the "Additional Equipment"). County's execution of this Amendment will signify County's approval of Exhibit B-2. Exhibit B-2 hereby replaced Exhibit B-1 to the Lease.

EXECUTION COPY

2. **Rent.** Commencing on the first day of the month following the date that the Lessee commences construction of the modifications as set forth in this Amendment, Rent shall be increased by Five Thousand Five Hundred Thirty-Eight and 00/100 Dollars (\$5,538.00) per year, subject to further adjustments as provided in the Lease. Upon Lessee's removal of the Additional Equipment, Rent will revert to the original rate, subject to adjustments as provided in the Lease, upon thirty (30) days' prior written notice to County. On the first anniversary date of the Lease after the execution of this Amendment, Lessee shall pay County, in addition to its regular prospective annual payment due under the Lease as amended, the prorated amount of any additional rent sums due for calendar year 2015 pursuant to this Amendment.

3. **Notices.** Section 24 of the Lease is hereby deleted in its entirety and replaced with the following:

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

If to Lessee: New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation,
Attn: Network Real Estate Administration
Re: Cell Site #: WI0159, Cell Site Name: Downtown Waukesha (WI),
FA No: 10011988
575 Morosgo Dr. NE,
Atlanta, GA 30324

With the required copy of legal notice sent to Lessee at the address above, a copy to the Legal Department: New Cingular Wireless PCS, LLC
Attn: Legal Department,
Re: Cell Site #: WI0159, Cell Site Name: Downtown Waukesha (WI),
FA No: 10011988
208 S. Akard Street
Dallas, TX 75202-4206

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

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

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

EXECUTION COPY

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

4. **Termination.** Section 11 of the Lease is hereby deleted in its entirety and replaced with the following:

Default and Termination

- (a) If either party is in default under this Lease and such default is not cured within thirty (30) days following receipt of notice of such default from the non-defaulting party, this Lease may be terminated by the non-defaulting party by written notice of such termination. Upon termination of this Lease, Lessee shall remove its property from the premises within thirty (30) days. If the property of Lessee is not removed within thirty (30) days, the County shall have the right to remove and store the property, at Lessee's expense. The County shall not be liable for any damage to Lessee's property. Lessee will be responsible for all costs incurred by the County associated with the removal and restoration of Lessee's property. The County will not release Lessee's property until the County has received payment for all removal and/or storage costs incurred.
- (b) This Lease may be cancelled for any reason by the Lessee upon ninety (90) days written notification to the County and by payment of twelve months rent, beginning with the effective date of cancelation.
- (c) This Lease may be cancelled by the County if the County intends to raze and/or remove from the premises the building and smokestack upon which the Lessee's equipment is located upon the County providing twelve (12) months written notification to the Lessee of the intended commencement date of the razing/removal activities. If such right is exercised by the County, notwithstanding any other provision of this Lease, Lessee shall remove all of its property from the premises no later than ninety (90) days after the date of receipt of the notice, which shall be deemed the termination date of the Lease. If the property of Lessee is not removed prior to the termination date, the County shall have the right to remove and store the property, at Lessee's expense. The County shall not be liable for any damage to Lessee's property. Lessee will be responsible for all costs incurred by the County associated with the removal and restoration of Lessee's property. The County will not release Lessee's property until the County has received payment for all removal and/or storage costs incurred. If the County exercises its right to cancel the Lease under this paragraph, Lessee shall be entitled to a reimbursement of any annual rent already paid for the terminated portion of the Lease term. The County may offset any amounts owed by Lessee for the removal and storage of property under this paragraph against any reimbursement of annual rent due Lessee.

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

EXECUTION COPY

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

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

“County”

Waukesha County, Wisconsin,
a municipal corporation

By: _____

Name: Gary Bell

Title: Director, Dept. of Emergency Preparedness

Date: _____

“Lessee”

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

By: AT&T Mobility Corporation

Its: Manager

By: _____

Name: _____

Title: _____

Date: _____

EXECUTION COPY

LESSEE ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____ in the year 201__ before me, the undersigned, a notary public in and for said state, personally appeared _____, the _____ [title] of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company described herein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: _____
My Commission Expires: _____

COUNTY ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)
COUNTY OF WAUKESHA)

I CERTIFY that on _____, 201__, Gary Bell personally came before me and acknowledged under oath that he:

- (a) is the Director of the Department of Emergency Preparedness for Waukesha County, the lessor named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of Waukesha County and
- (c) executed the instrument as the act of Waukesha County.

Notary Public
My Commission Expires: _____

EXECUTION COPY

EXHIBIT B-2 “Additional Equipment”

See attached Construction Drawings comprised of thirteen (13) pages, last revision date of July 31, 2014, prepared by Fullerton Engineering Design

Notes:

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

ENROLLED ORDINANCE 169-88

APPROVE AMENDMENT TO OLD HEALTH AND HUMAN SERVICES
BUILDING SMOKESTACK CELLULAR TOWER LEASE

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

WHEREAS, New Cingular wishes to make upgrades to antennas and related equipment on the smokestack, and

WHEREAS, the County is willing to permit the upgrades provided that a Five Thousand Five Hundred Thirty-Eight and 00/100 Dollar (\$5,538.00) increase in the annual rental rate is made to the Lease and the termination provision of the Lease is amended to provide flexibility to the County in the event that termination becomes necessary or desirable, and

WHEREAS, New Cingular is agreeable to such changes.

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS that the second amendment to the December 1, 1998 Lease with Milwaukee SMSA Limited Partnership d/b/a New Cingular Wireless PCS, LLC for use of the Old Health and Human Services Building Smokestack as a cellular tower permitting upgrades to antennas and related equipment, increasing the amount of annual rent by Five Thousand Five Hundred Thirty-Eight and 00/100 Dollars (\$5,538.00), and modifying the termination provision of the Lease (the "Second Amendment") on file with the Department of Emergency Preparedness is in all respects approved.

BE IT FURTHER ORDAINED that the Director of Emergency Preparedness is authorized to execute the Second Amendment and any other documents necessary to effectuate the intent thereof.

File Number: 169-O-090

FISCAL NOTE

APPROVE AMENDMENT TO OLD HEALTH AND HUMAN SERVICES BUILDING
SMOKESTACK CELLULAR TOWER LEASE

This ordinance approves an amendment to an existing agreement between the County and New Cingular Wireless PCS, LLC for lease of the old Health and Human Services building smokestack for use as a cellular tower. The amendment will allow for the installation of upgraded antennas and related equipment in exchange for an increased rental rate. The County will receive an additional \$5,538 annually, bringing the total rent received from New Cingular for this agreement to \$42,066 in 2015.

The lease agreement contains a provision to permit the County to terminate if the status of the building changes.

This ordinance results in no additional direct tax levy impact.

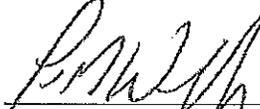


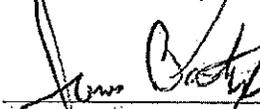
Linda G. Witkowski
Budget Manager
11/25/2014

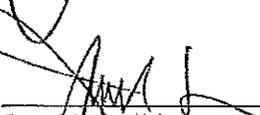
File Number: 169-O-090

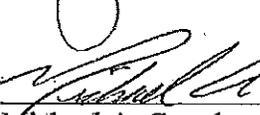
APPROVE AMENDMENT TO OLD HEALTH AND HUMAN SERVICES
BUILDING SMOKESTACK CELLULAR TOWER LEASE

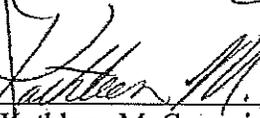
Approved By:
Judiciary & Law Enforcement Committee

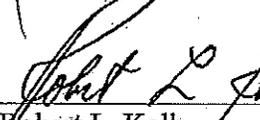

Peter M. Wolff, Chair

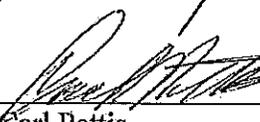

Jim Batzko


Janel Brandtjen

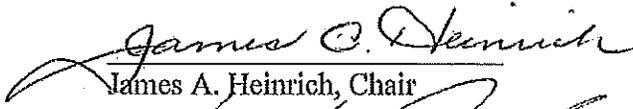

Michael A. Crowley

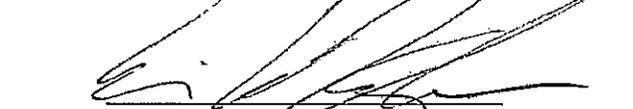

Kathleen M. Cummings

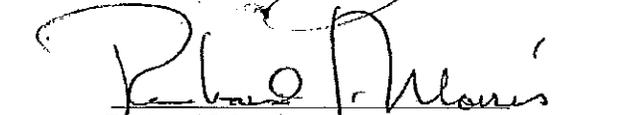

Robert L. Kolb

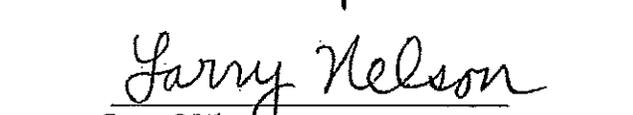

Carl Pettis

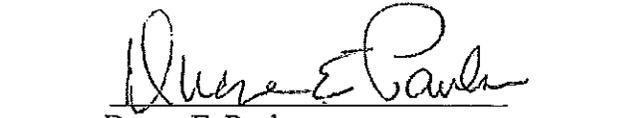
Approved By:
Finance Committee


James A. Heinrich, Chair

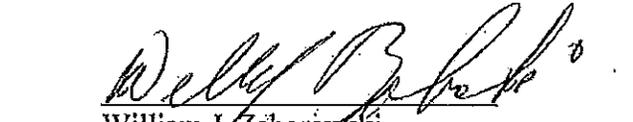

Eric Highum


Richard Morris

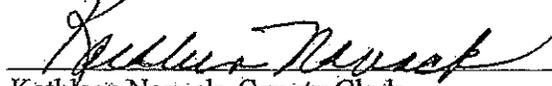

Larry Nelson


Duane E. Paulson


Steve Whittow

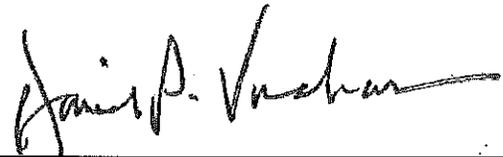

William J. Zaborowski

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, was presented to the County Executive on:

Date: 12/16/14, 
Kathleen Novack, County Clerk

The foregoing legislation adopted by the County Board of Supervisors of Waukesha County, Wisconsin, is hereby:

Approved: X
Vetoed: _____

Date: 12-22-14, 
Daniel P. Vrakas, County Executive

WAUKESHA COUNTY BOARD OF SUPERVISORS

V

DATE-12/16/14

(ORD) NUMBER-1690090

- | | |
|--------------------------|---------------------------|
| 1 R. KOLB.....AYE | 2 D. Zimmermann.....AYE |
| 3 R. MORRIS.....AYE | 4 J. BATZKO.....AYE |
| 5 J. BRANDTJEN.....AYE | 6 J. WALZ.....AYE |
| 7 J. GRANT.....AYE | 8 E. HIGHUM.....AYE |
| 9 J. HEINRICH.....AYE | 10 D. SWAN.....AYE |
| 11 C. HOWARD.....AYE | 12 P. WOLFF.....AYE |
| 13 P. DECKER.....AYE | 14 C. PETTIS.....AYE |
| 15 B. MITCHELL.....AYE | 16 M. CROWLEY.....AYE |
| 17 D. PAULSON.....AYE | 18 L. NELSON.....AYE |
| 19 K. CUMMINGS.....AYE | 20 T. SCHELLINGER.....AYE |
| 21 W. ZABOROWSKI.....AYE | 22 P. JASKE.....AYE |
| 23 K. HAMMITT.....AYE | 24 S. WHITTOW.....AYE |
| 25 G. YERKE.....AYE | |

TOTAL AYES-25

TOTAL NAYS-00

CARRIED _____

DEFEATED _____

UNANIMOUS X

TOTAL VOTES-25

FISCAL NOTE

APPROVE REVISED 2ND AMENDMENT TO OLD HEALTH AND HUMAN SERVICES
BUILDING SMOKESTACK CELLULAR TOWER LEASE

This ordinance approves an amendment to an existing agreement (the current term runs through Nov. 2018, with the option to extend through Nov. 2023) between the County and New Cingular Wireless PCS, LLC for lease of the Old HHS building smokestack for use as a cellular tower. The amendment will allow for the installation of upgraded antennas and related equipment in exchange for an increased rental rate. The County will receive an additional \$5,538 annually, bringing the total rent received from New Cingular to \$42,066 in 2015.

The lease agreement contains a provision to permit the County to terminate if the status of the building changes.

This ordinance results in no additional direct tax levy impact.



Linda G. Witkowski
Budget Manager
5/5/2015

1 APPROVE THIRD AMENDMENT TO NASHOTAH
2 SUBSTATION CELLULAR TOWER LEASE
3
4

5 WHEREAS, pursuant to a February 14, 1997 Lease, as amended, with Verizon Wireless
6 Personal Communications LP d/b/a Verizon Wireless ("Verizon"), the County leases space to
7 Verizon on the Nashotah Sheriff Substation radio tower for use as a cellular tower and additional
8 ground space for related equipment, and
9

10 WHEREAS, Verizon wishes to make upgrades to antennas and related equipment on the tower
11 and to lease additional ground space in order to install a new generator and related equipment,
12 and
13

14 WHEREAS, Verizon also wishes to modify the extension provision of the Lease to allow for
15 three automatic 5-year renewal periods, unless terminated by the County with 60 days notice
16 prior to the end of the then-current term, and
17

18 WHEREAS, Verizon also wishes to add to the Lease a provision granting them a right of first
19 refusal in the event that the County receives an offer from an entity seeking to acquire the
20 County's interest in the Lease or the site and a provision acknowledging Verizon's right to
21 continue the Lease upon the County's sale of the property, and
22

23 WHEREAS, the County is willing to permit the upgrades, lease additional ground space, and
24 otherwise amend the Lease provided that a Four Thousand One Hundred Fifty-Two and 00/100
25 Dollar (\$4,152.00) increase in the annual rental rate is made to the Lease and the new rights upon
26 sale provision expressly excuses any further obligations of the County under the Lease upon such
27 sale, and
28

29 WHEREAS, Verizon is agreeable to such modifications.
30

31 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
32 that the third amendment to the February 14, 1997 Lease with Verizon Wireless Personal
33 Communications LP d/b/a Verizon Wireless ("Verizon") for use of the Nashotah Sheriff
34 Substation radio tower as a cellular tower and surrounding lands (1) permitting upgrades to
35 antennas and related equipment, (2) increasing the amount of ground space, (3) increasing the
36 amount of annual rent by Four Thousand One Hundred Fifty-Two and 00/100 Dollars
37 (\$4,152.00), (4) modifying the extension provision of the Lease, and (5) adding a right of first
38 refusal and rights upon sale provision (the "Third Amendment") on file with the Department of
39 Emergency Preparedness is in all respects approved.
40

41 BE IT FURTHER ORDAINED that the Director of Emergency Preparedness or his designee is
42 authorized to execute the Third Amendment and any other documents necessary to effectuate the
43 intent thereof.

THIRD AMENDMENT TO SITE LEASE AGREEMENT

THIS THIRD AMENDMENT TO SITE LEASE AGREEMENT (the "Third Amendment") is made this _____ day of _____, 2015, between Waukesha County, a Wisconsin municipal corporation ("Lessor") and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920 ("Lessee").

WHEREAS, there is now in full force and effect a Lease Agreement between Lessor and Lessee dated February 14, 1997, as amended by the Amendment To Lease Agreement dated October 12, 2001, and as amended by the Second Amendment To Lease Agreement dated November 18, 2010 (collectively, and together with this Third Amendment, the "Lease") that provides for the location, installation and operation of Lessee's communications equipment at the real property and on the tower ("Tower") owned by Lessor and located at N46 W33480 C.T.H.R., Nashotah, Wisconsin (the "Property"); and

WHEREAS, Lessor and Lessee wish to amend the Lease to provide for Lessee's use of additional ground space for the installation of a backup generator, to modify its equipment on the Tower and to address additional matters in the Lease; and

NOW THEREFORE, for good and valuable consideration including the mutual covenants and agreements hereinafter set forth, Lessor and Lessee agree as follows:

1. The recitals set forth above are incorporated herein by reference.

2. **Tower Modifications.** Lessor acknowledges that Lessee commissioned Edge Consulting Engineers, Inc. to perform a Tower Modification Design to establish existing tower and foundation reserve structural capacity, and to design a plan by which Lessee will maintain or improve structural capacity after installing its equipment described herein. The Tower Modification Design is attached hereto as Exhibit D and is incorporated herein by reference, and indicates to Lessor's satisfaction that the Tower and foundation reserve capacity is maintained or increased provided that certain structural modifications to the Tower identified in the Tower Modification Design (the "Tower Modifications") are completed. Lessee shall be solely responsible for all costs and expenses to complete the Tower Modifications, and Lessor agrees to allow Lessee to contract for the performance of the Tower Modifications. The Tower Modifications shall become the property of Lessor and shall be considered part of the Tower immediately upon completion of the Tower Modifications, and all references to Tower shall mean and include the Tower as modified by the Tower Modifications immediately upon completion of the Tower Modifications.

3. **Additional Ground Space and Equipment.** Exhibits A and A-1 to the Lease are hereby supplemented with the attached Exhibit A-2 and Exhibit D. Exhibit A-2 and Exhibit D reference the generator, equipment modifications and Tower Modifications which Lessee may install. Provided that Lessee has received all necessary permits and approvals from appropriate governing bodies, Lessee may immediately commence installation of the generator, equipment modifications and Tower Modifications. Lessor agrees that the installation plan in the attached Exhibit A-2 and Exhibit D depicting the location and manner of Lessee's installation is acceptable.

4. **Rent.** The annual rent shall be increased by \$4,152.00 ("Rent Increase"), which shall be effective on the date of the next due annual rental payment ("Rent Increase Date").

Lessee further agrees to pay a lump sum payment ("Lump Sum") as additional rent, which shall be equal to the Rent Increase prorated from the date that Lessee begins installation of the equipment described in Exhibit A-2 and Exhibit D ("Installation Date") to the date of the next due annual payment. The Lump Sum will be paid as additional rent and not as capital. Lessee and Lessor agree that they shall acknowledge in writing the Installation Date. Lessee and Lessor acknowledge and agree that the Lump Sum payment shall not actually be sent by Lessee until thirty (30) days after the receipt of the acknowledgement confirming the Installation Date.

5. **Extensions.** As of the date of this Third Amendment, the parties acknowledge and agree that they are currently in year two of the third five (5)-year renewal period provided under the Lease. The parties agree that the following language shall be added to the Lease (regarding further extension of the Lease term also referred to herein as the "Term"):

The requirement for Lessee notice to Lessor in order to extend the Lease term in the second sentence of Section 2 of the Lease is hereby deleted. Upon expiration of the third renewal period, and provided that Lessee is not in default under any provisions of the Lease at the time of each renewal, this Lease shall automatically be extended for three (3) additional five (5) year renewal periods, unless Lessee terminates it at the end of the then current term by giving Lessor written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

6. **Right of First Refusal.** If, during the term of the Lease, Lessor receives an offer from any entity (along with any of its affiliates) that owns and operates towers or other facilities for wireless telecommunications or any entity that is in the business of acquiring Lessor's interest in the Lease and said entity desires to acquire any of the following interests: any or all portions of Lessor's interest in the Lease including but not limited to the Rent or revenue derived therefrom, whether separately or as part of the sale, transfer, grant, assignment, lease or encumbrance of Lessor's interest in the Lease; an easement or other legal instrument conveying an interest in the site (as defined in the Agreement), as amended; or an option to acquire any of the foregoing, Lessor shall provide written notice to Tenant of said offer ("Lessor's Notice"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, a due diligence period, and the proposed closing date. Tenant shall have a right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions as set forth in Lessor's Notice. If Tenant does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days of Tenant's receipt of Lessor's Notice, Lessor may sell as described in Lessor's Notice. If Tenant declines to exercise its right of first refusal, then this Lease shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance.

7. **Rights Upon Sale.** Should Lessor, at any time during the Term decide (a) to sell or transfer the entire premises or any part of the premises occupied by Lessee to a purchaser other than Lessee, or (b) to grant to a third party by easement or other legal instrument an interest in and to that portion of the premises occupied by Lessee for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to the Lease and any such purchaser or transferee shall recognize Lessee's rights hereunder under the terms of the Lease. Any sale of the entire premises or that part of the premises occupied by Lessee shall relieve Lessor of any and all further liability under the Lease..

8. **Recording.** Lessor agrees to execute a Memorandum of this Amendment which Lessee may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

9. Other than as specifically amended herein, all other terms and conditions of the Lease shall remain in full force and effect. Where there is conflict between the terms of the Lease and this Third Amendment, the terms of this Third Amendment shall control. Unless otherwise indicated or introduced in this Third Amendment, all defined terms referenced in this Third Amendment shall have the same meaning as those found in the Lease.

(Signatures continue on next page)

IN WITNESS WHEREOF, the parties hereto have executed in duplicate this Third Amendment effective as of the day and year first above written.

LESSOR:

WAUKESHA COUNTY, a Wisconsin municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

**VERIZON WIRELESS PERSONAL COMMUNICATIONS
LP**

By: _____

Lynn Ramsey
Area Vice President Network

Date: _____

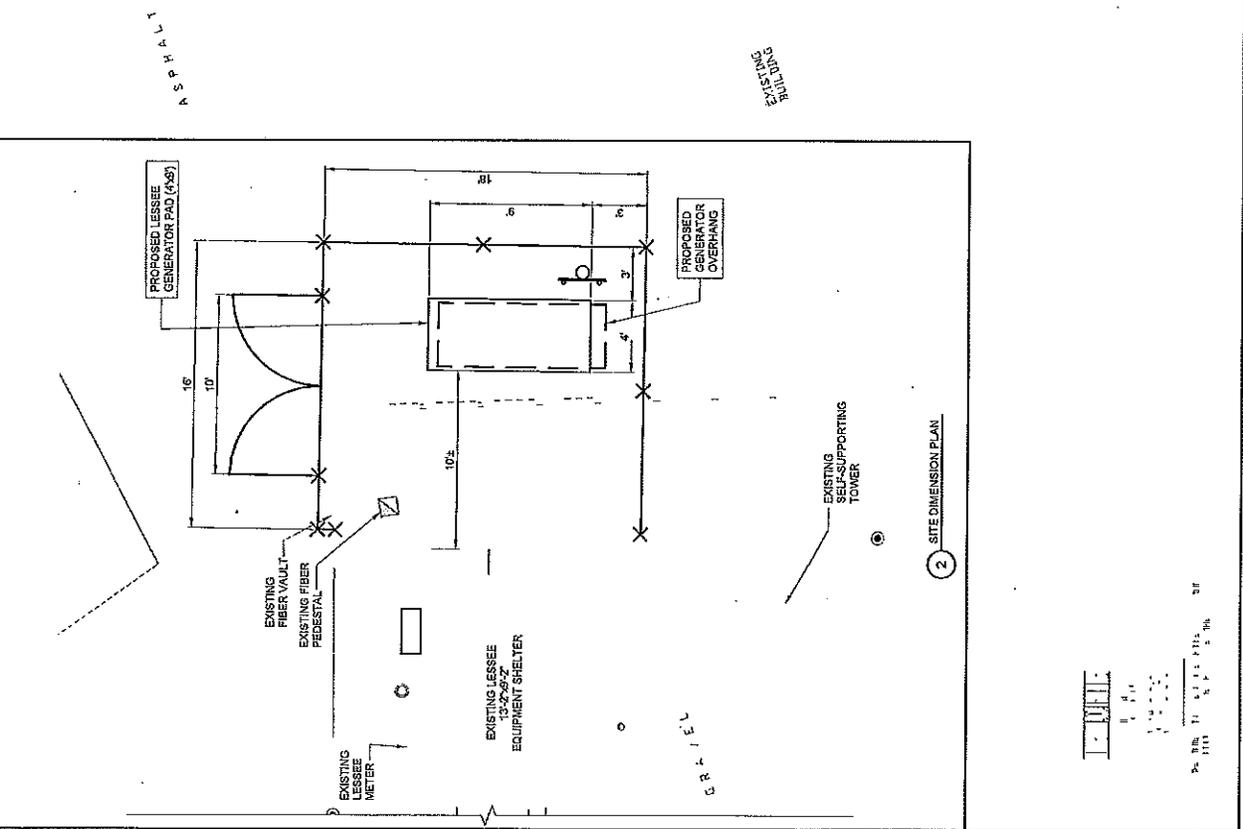
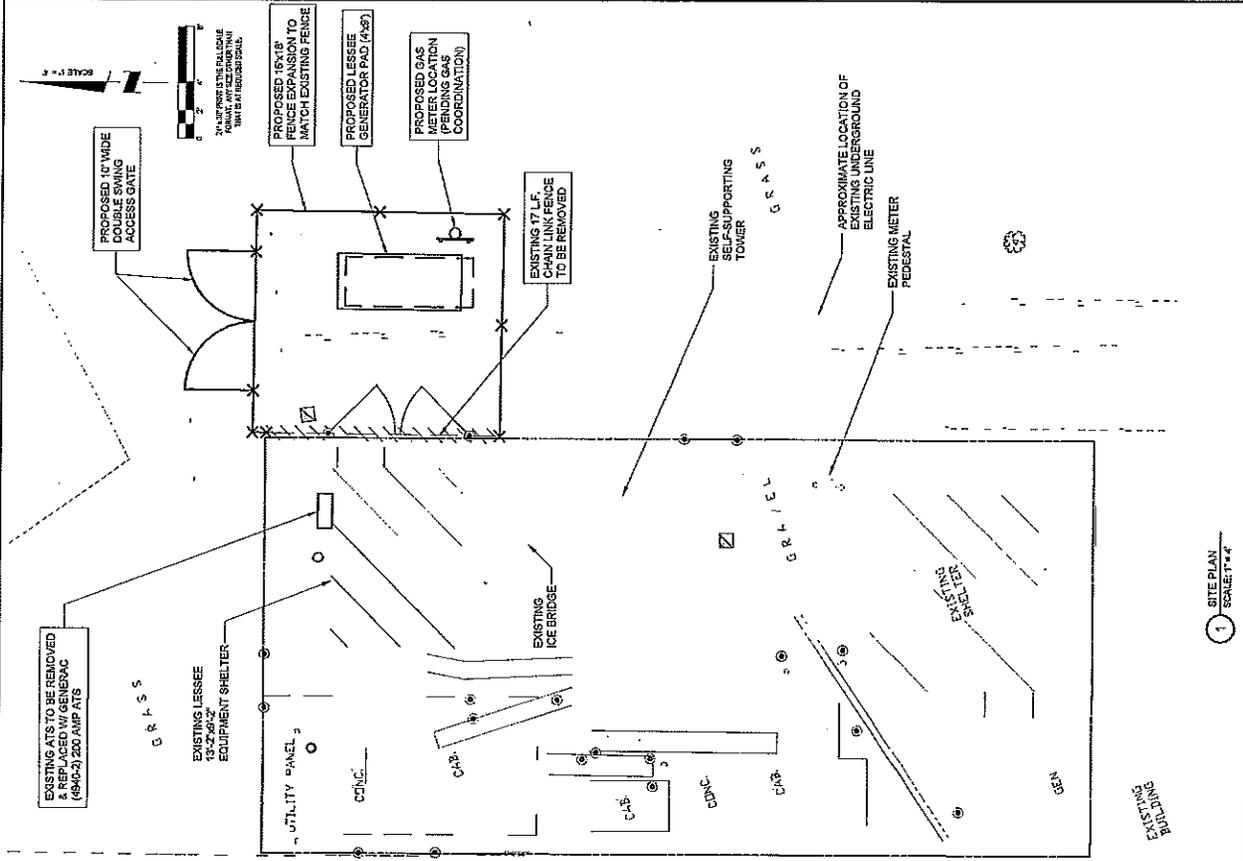
VERIZON WIRELESS



NO.	DATE	DESCRIPTION
1	02/23/15	ISSUED FOR REVIEW
2	05/13/15	ISSUED FOR REVIEW
3	05/13/15	ISSUED FOR REVIEW
4	05/13/15	ISSUED FOR REVIEW
5	05/13/15	ISSUED FOR REVIEW
6	05/13/15	ISSUED FOR REVIEW
7	05/13/15	ISSUED FOR REVIEW
8	05/13/15	ISSUED FOR REVIEW
9	05/13/15	ISSUED FOR REVIEW
10	05/13/15	ISSUED FOR REVIEW

LOC. # 113339
WALUKESHA SHERIFF SUBSTATION
 N6163580 COUNTY HWY R
 NASHOTAH, WI 53187

DRAWN BY:	ML
CHECKED BY:	TAC
DATE:	05/13/15
PROJECT:	35-119
SHEET TITLE SITE PLAN	
SHEET NUMBER C-1	



Referred to: JU - FI 7

File Number: 170-O-024

Referred on: 05/07/15

VERIZON WIRELESS

TERRA
 CONSULTING ENGINEERS, LTD.
 600 Bussell Highway
 P.O. Box 1100
 Ft. Belknap, WI 53187
 Tel: 847/698-6400
 Fax: 847/698-6401



NO.	DATE	REVISION
1.	02/23/11	ISSUED FOR PERMIT
2.	02/23/11	UPDATES TO GENERATOR
3.	02/23/11	UPDATES TO GENERATOR

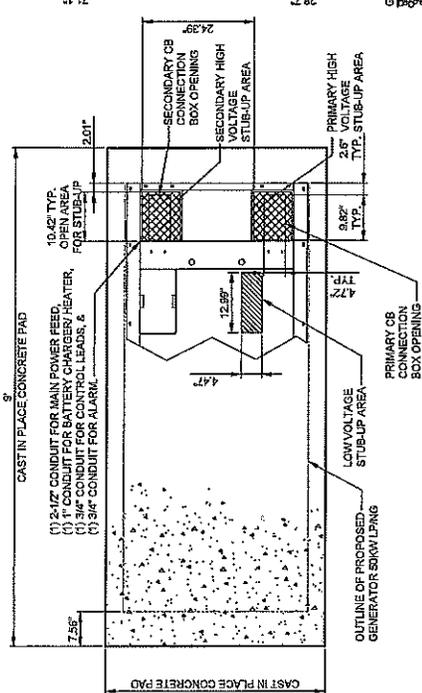
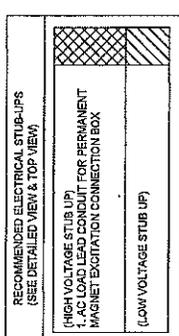
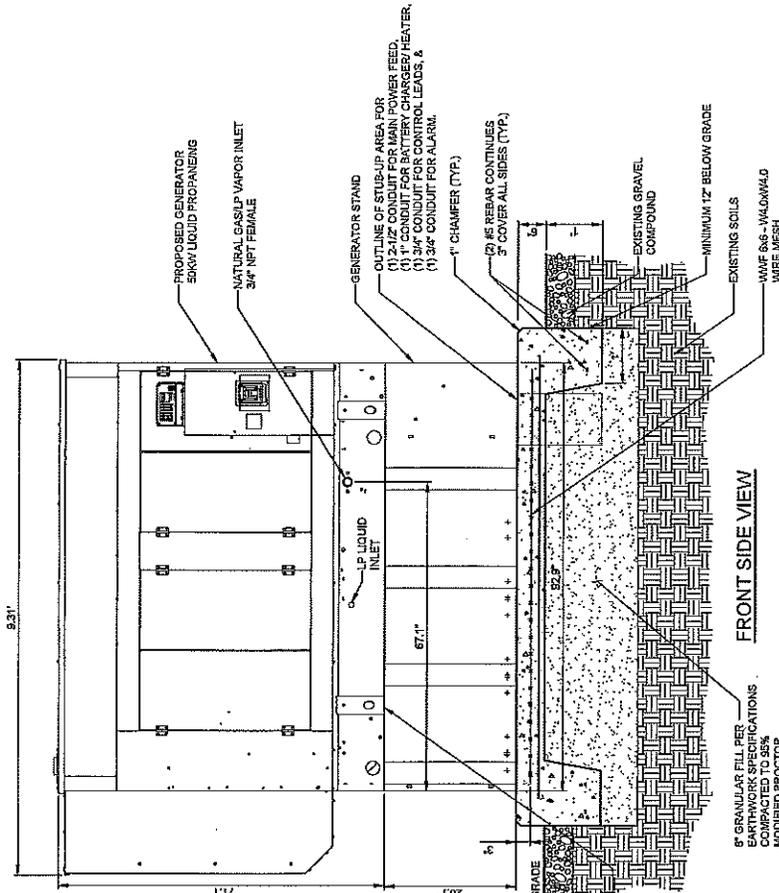
LOC. # 113339

WAUKESHA SHERIFF SUBSTATION

18629800 COUNTY HWY R
 NASHOTAH, WI 53187

DRAWN BY:	ML
CHECKED BY:	TJC
DATE:	7/26/10
PROJECT #:	33-181

SHEET TITLE	FOUNDATION DETAILS
SHEET NUMBER	C-2



1 TYPICAL GENERATOR FOUNDATION DETAIL SCALE: 1" = 1'

2 TYPICAL GENERATOR FOUNDATION DETAIL SCALE: 1" = 1'

- NOTES:**
- SEE GENERATOR MANUFACTURER'S DRAWINGS FOR PHYSICAL LOCATION OF FUEL LINES, CONTROL AND POWER INTERCONNECTIONS AND OTHER INTERFACES THAT ARE TO BE CAST INTO THE CONCRETE. THE PREFERRED METHOD IS TO BRING THE CONDUIT THROUGH THE PAD TO THE UNDERSIDE OF THE GENERATOR (MINIMIZES ROBERT CUTTING THROUGH THE PAD). THE CONDUIT SHALL BE SECURED TO THE GENERATOR MANUFACTURER'S SPECS. RIGID CONDUITS SHALL BE SECURED TO THE EXISTING SLAB, THEN BURIED BETWEEN SLAB AND SHELTER.
 - THE GENERATOR SHALL BE LOCATED A MIN 10' AWAY FROM A COMBUSTIBLE WALL. THE GENERATOR SHALL BE LOCATED A MIN OF 9' AWAY FROM A NON-COMBUSTIBLE WALL.

VERIZON WIRELESS

TERRA CONSULTING GROUP, INC.
 500 BRASS HIGHWAY
 P.O. Box 8199
 Park Ridge, IL 60068
 Ph: 847/698-6400
 Fax: 847/998-6401



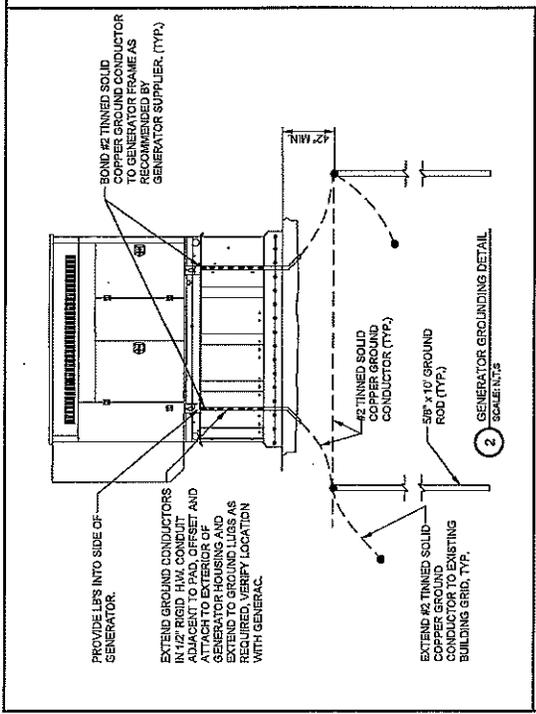
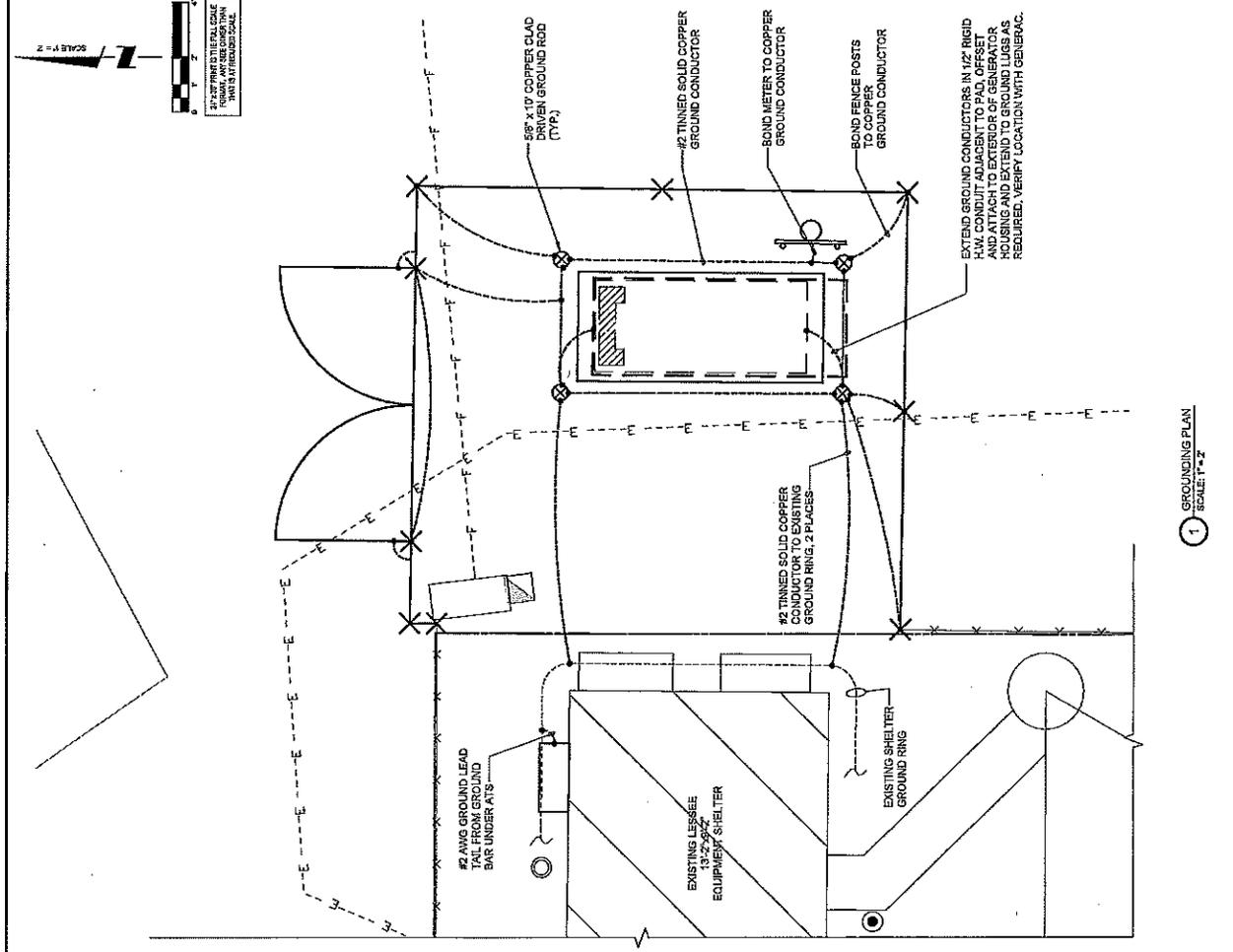
NO.	DATE	DESCRIPTION
1	11/11/11	ISSUED FOR REVIEW
2	11/11/11	UPDATED PROJECT INFORMATION
3	11/11/11	UPDATES TO NO. 2 REVISION
4	11/11/11	

LOC. # 113339

WAUKESHA SHERIFF SUBSTATION

WAUKESHA COUNTY HWY R
 WASHINGTON, WI 53187

DESIGNED BY:	HL
CHECKED BY:	TJZ
DATE:	7/22/13
PROJECT #:	201101
SHEET TITLE	
GROUNDING PLAN	
SHEET NUMBER	
E-2	



THIS DESIGN HAS BEEN PREPARED BY AN ENGINEER AS A PROFESSIONAL SERVICE AND SHOWN AS SUCH TO BE VALID.

File Number: 170-O-024

Referred on: 05/07/15

Referred to: JU - FI 10

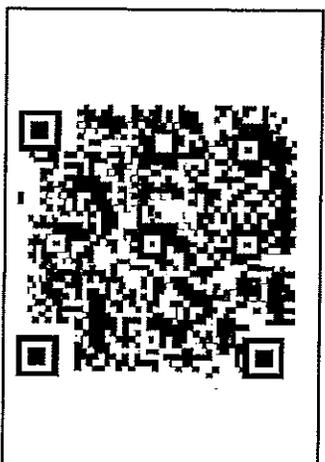
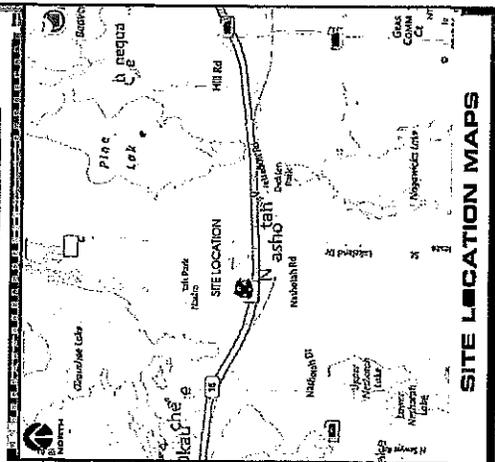
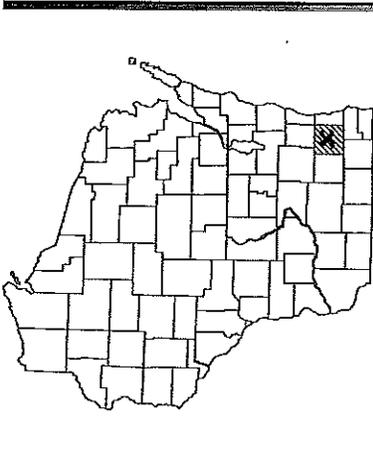


EXHIBIT D



VERIZON WIRELESS WAUKESHA SHERIFFS [113339] NASHOTAH, WISCONSIN AWS ANTENNA MOD DRAWINGS 200' SELF-SUPPORT TOWER AUGUST 2014

TITLE SHEET
WAUKESHA SHERIFFS [113339]
NASHOTAH, WISCONSIN

SHEET INDEX:	
NO.:	PAGE TITLE:
T-1	TITLE SHEET
C-1	COMPOUND PLAN
C-2	EQUIP. SHELTER INTERIOR
A-1	TOWER ELEVATION
A-2	ANTENNA CONFIGURATION
A-3	INSTALLATION DETAILS
A-4	COAX DETAILS

PROJECT DIRECTORY:

CLIENT:
VERIZON WIRELESS
1515 E. WOODFRED ROAD
10TH FLOOR
SCHLAUMBURG, IL 60173
CONTACT: RYAN LAZUKA
PHONE: 847.633.1154

ENGINEER:
EDGE CONSULTING ENGINEERS, INC.
624 WATER STREET
PRAIRIE DU SAC, WI 53187
CONTACT: PAUL MAJOUR
PHONE: 608.441.1449

SITE ACQUISITION:
SAC WIRELESS, INC.
1501 E. WOODFRED ROAD
SUITE 300 E
SCHLAUMBURG, IL 60137
CONTACT: DAN FODORNY
PHONE: 815.266.2499

PROJECT INFO:

SITE LOCATION:
WISCONSIN AVENUE
NASHOTAH, WI 53089

PROPERTY OWNER:
WAUKESHA COUNTY PARKS & LAND USE
515 WEST MORELAND BOULEVARD
ROOM AC126
WAUKESHA, WI 53188

TOWER OWNER:
WAUKESHA COUNTY
515 WEST MORELAND BOULEVARD
WAUKESHA, WI 53188

1A INFORMATION (NAD 1983/91):
-TOWER BASE (PER PREVIOUS SURVEY)
LAT: 43° 46' 13.02"
LONG: 88° 24' 42.89"
GROUND ELEVATION (NAVD 89): 613.9

PROJECT DESCRIPTION:

PROJECT TYPE: 200' SELF-SUPPORT TOWER
PRC. ANTENNA C/L: 157' ABOVE T.O.C.
ANTENNAS: 6 EXIST. PCS ANT. TO REMAIN
3 EXISTING DIE ANT. TO BE REMOVED
3 PRO. PCS/AWS ANT.
3 PRO. AWS/JE ANT.
COAX LINES: 12 EXIST. 1.5" W/ HYBRID CABLE
1 PRO. AWS/JE HYBRID CABLE
TOWER AWS EQUIPMENT:
1 PRO. SURGE PROTECTOR
3 PRO. 700 MHZ TMAAS
EQUIPMENT INSIDE EXIST. EQUIPMENT SHELTER
GENERATOR, EXIST. EXTERIOR GENERATOR
SPECIAL REQUIREMENTS:
-CONTRACTOR TO INSTALL TOWER MODIFICATIONS
-CONTRACTOR TO INSTALL ANTENNA MODIFICATIONS
CONTRACTOR TO VERIFY AWS EQUIPMENT, LINE & ANTENNA S/W/E/R.

STRUCTURAL REVIEW NOTE

STRUCTURAL ANALYSIS COMPLETED BY STRUCTURAL ENGINEER. REFER TO ANALYSIS BY: [Signature]
TOWER STRUCTURAL: [Signature]
BASE CONSULTING ENGINEERS, INC.
DATE: 06/17/14
HP SQUARED
MOUNT STRUCTURAL: [Signature]
REPORT #: C141027-01, DATE: 06/19/14

CONTRACTOR TO REVIEW STRUCTURAL REPORT IN ITS ENTIRETY. ANY DISCREPANCIES OR DISAGREEMENTS BETWEEN THE SET AND THESE DRAWINGS SHALL BE RESOLVED BY THE SET AND THESE DRAWINGS SHALL BE CLIENT AND BE RESOLVED PRIOR TO CONSTRUCTION.

ENGINEER SEAL

WISCONSIN
KENNETH C. BAUMGARDT
33001
PRAIRIE DU SAC, WI

PROFESSIONAL ENGINEER

Signature: [Signature]
Date: 8/11/14

THESEBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN.

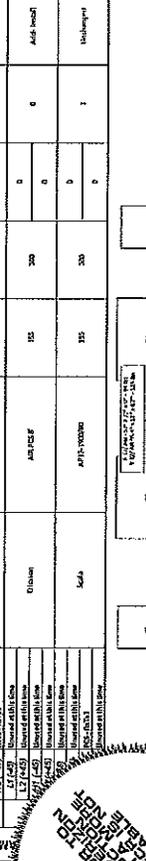
EQUIPMENT CHANGE REQUEST FORM - ECR

Call Name: **Waukesha Sheriff's Office**
 Location Number: **13339**
 Date of Request: **2/12/2014**

RF Engineer: **John**
 Address: **4000 Wisconsin Ave. Nashota, WI 53186**
 City/State/Zip: **53186**

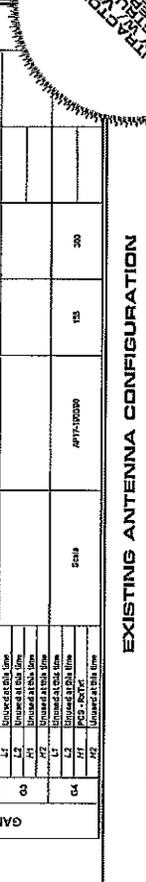
PROPOSED CONFIGURATION

Station	Part	RF Path	Antenna Manufacturer	Antenna Model	Configuration	Altitude	Verticality	Mechanical TH	Action
Alpha	L1	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L2	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L3	Unchanged at this time	Penmore	PS-16-AL	155	155	0	0	Change Model
	L4	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L5	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L6	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L7	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L8	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L9	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L10	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L11	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L12	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
Beta	L1	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L2	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L3	Unchanged at this time	Penmore	PS-16-AL	155	155	0	0	Change Model
	L4	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L5	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L6	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L7	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L8	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L9	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L10	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L11	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L12	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
Gamma	L1	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L2	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L3	Unchanged at this time	Penmore	PS-16-AL	155	155	0	0	Change Model
	L4	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L5	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L6	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L7	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L8	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L9	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L10	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L11	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L12	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged



EXISTING ANTENNA CONFIGURATION

Station	Part	RF Path	Antenna Manufacturer	Antenna Model	Configuration	Altitude	Verticality	Mechanical TH	Action
Alpha	L1	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L2	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L3	Unchanged at this time	Penmore	PS-16-AL	155	155	0	0	Change Model
	L4	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L5	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L6	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L7	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L8	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L9	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L10	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L11	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L12	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
Beta	L1	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L2	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L3	Unchanged at this time	Penmore	PS-16-AL	155	155	0	0	Change Model
	L4	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L5	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L6	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L7	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L8	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L9	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L10	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L11	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L12	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
Gamma	L1	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L2	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L3	Unchanged at this time	Penmore	PS-16-AL	155	155	0	0	Change Model
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	L5	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L6	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L7	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L8	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L9	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L10	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L11	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged
	L12	Unchanged at this time	Scal	AP17-10020	155	155	0	1	Unchanged



COMBINER CABLE DATA INFORMATION

Location	Manufacturer	Component Model	Count	Action
Top (Platform)	Vertical	AVC-T1P-200-1/8	3	Install
Top (Platform)	Raycap	RCM2C-3315-PF-4B	1	Install
Top (Platform)	Raycap	RCM2C-3315-PF-4B	1	Install
Bottom (Shelter)	Coax Manufacturer	Type	Size	Action
Alpha	ANDREW	LDP7-50A	1.5/8	Existing
Beta	ANDREW	LDP7-50A	1.5/8	Existing
Gamma	ANDREW	LDP7-50A	1.5/8	Existing
Passive Components	Manufacturer	Component Model <td>Count <td>Action </td></td>	Count <td>Action </td>	Action
Top (Platform)	Vertical	AVC-T1P-200-1/8	3	Install
Top (Platform)	Raycap	RCM2C-3315-PF-4B	1	Install
Top (Platform)	Raycap	RCM2C-3315-PF-4B	1	Install
Bottom (Shelter)	Coax Manufacturer	Type	Size	Action
Alpha	ANDREW	LDP7-50A	1.5/8	Existing
Beta	ANDREW	LDP7-50A	1.5/8	Existing
Gamma	ANDREW	LDP7-50A	1.5/8	Existing
Passive Components	Manufacturer	Component Model <td>Count <td>Action </td></td>	Count <td>Action </td>	Action
Top (Platform)	Vertical	AVC-T1P-200-1/8	3	Install
Top (Platform)	Raycap	RCM2C-3315-PF-4B	1	Install
Top (Platform)	Raycap	RCM2C-3315-PF-4B	1	Install
Bottom (Shelter)	Coax Manufacturer	Type	Size	Action
Alpha	ANDREW	LDP7-50A	1.5/8	Existing
Beta	ANDREW	LDP7-50A	1.5/8	Existing
Gamma	ANDREW	LDP7-50A	1.5/8	Existing

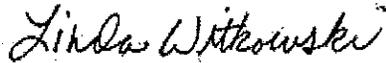
FISCAL NOTE

APPROVE THIRD AMENDMENT TO NASHOTAH SUBSTATION CELLULAR TOWER
LEASE

This ordinance approves an amendment to an existing agreement between the County and Verizon Wireless for lease of the Nashotah Sheriff Substation radio tower for use as a cellular tower and additional ground space for related equipment. The amendment will allow for upgrades to antennas and related equipment as well as an increase in the amount of ground space rented in exchange for an increased rental rate. The County will receive an additional \$4,152 annually, bringing the total rent received from Verizon to \$30,824.

The ordinance also modifies the extension provision of the lease to allow for three automatic 5-year renewal periods (unless terminated by the County), possibly extending the contract through 2032. Finally, the amendment approved by this ordinance adds a provision granting Verizon a right of first refusal in the event that the County receives an offer from an entity seeking to acquire the County's interest in the lease or the site and a provision acknowledging Verizon's right to continue the lease upon the County's sale of the property.

This ordinance results in no additional direct tax levy impact.



Linda G. Witkowski
Budget Manager
5/5/2015