

171st BOARD YEAR
LEGISLATIVE ITEMS RECEIVED FOR COMMITTEE REFERRAL

File No.	Rec/Ref	Referred to:	Title
171-O-073	01/05/17 01/05/17	Judiciary Finance	ORD: Modify 2017 Budget Of The Circuit Court Services To Appropriate Expenditures For The Purchase Of New Jury Box Seating With Reserved Fund Balance From Juror Service Fee Donations From Prior Years
171-O-074	02/08/17 02/09/17	Land Use	ORD: Approve Utility Easement To Waukesha Water Utility, City Of Waukesha, To Construct, Install, Operate, Maintain, Repair, Replace And Extend Underground Utility Facilities On Waukesha County Property Known As The Waukesha County Expo Center
171-O-075	02/08/17 02/09/17	Land Use	ORD: Approve Distribution Easement To Wisconsin Electric Power Company, Time Warner Entertainment Company, LP, And Level 3 Communications, LLC To Construct, Install, Operate, Maintain, Repair, Replace And Extend Overhead And Underground Utility Facilities On Waukesha County Property Known As The Bugline Trail Corridor & Release Prior Easement For Bugline Trail
171-O-076	02/08/17 02/09/17	Land Use Finance	ORD: Sale Of Foreclosed Outlot 12 Of Minor's Homestead Addition No. 3 Subdivision To The Waukesha County Land Conservancy
171-O-077	02/08/17 02/09/17	Public Works Finance	ORD: Modify The 2016 Transportation Fund Budget For Additional State Discretionary Maintenance Work And County Traffic Signal Repair
171-A-032	02/08/17 02/09/17	Executive	APPT: Gary Glojek To The Airport Operations Commission
171-A-033	02/08/17 02/09/17	Executive	APPT: Chuck Wood To The Health & Human Services Board
171-A-034	02/08/17 02/09/17	Executive	APPT: Robert W. Merry As Waukesha County Surveyor
171-O-078	02/08/17 02/09/17	Judiciary Finance	ORD: Amend The 2017 Sheriff's Department Budget For The Expenditure Of Seized Funds To Participating Agencies In February 2017
171-O-079	02/09/17 02/09/17	Judiciary Finance	ORD: Authorize The Waukesha County Sheriff's Department To Contract With The State Of Wisconsin Department Of Transportation To Provide Traffic Enforcement Services And Modify The 2017 Sheriff's Department Budget For The Contract
171-O-080	02/09/17 02/09/17	HHS Finance	ORD: Accept Wisconsin Prescription Drug/Opioid Overdose-Related Deaths Prevention Project Grant, Create One Sunset Clinical Therapist Position, And Modify Department Of Health And Human Services 2017 Budget To Appropriate Grant Expenditures
171-O-081	02/09/17 02/09/17	Finance	ORD: Transfer Carryover Funds From 2016 Unexpended Appropriations To 2017 Budgeted Appropriations
171-O-082	01/30/17 02/09/17	Finance	ORD: Authorize The Issuance Of Not To Exceed \$10,000,000 General Obligation Promissory Notes For Capital Projects
171-O-083	03/07/17 03/09/17	Land Use	ORD: Vacation And Transfer Of County Ownership Of The Fairways Of Woodside Subdivision Outlot 1 And Outlot 2 To The Waukesha County Land Conservancy, Inc.

171ST BOARD YEAR
 LEGISLATIVE ITEMS RECEIVED FOR COMMITTEE REFERRAL

File No.	Rec/Ref	Referred to:	Title
171-O-084	03/07/17 03/09/17	Land Use	ORD: Repeal And Recreate The Town Of Eagle Zoning Code And Zoning Map (Zt-1844)
171-O-085	03/07/17 03/09/17	Land Use	ORD: Amend The District Zoning Map Of The Town Of Delafield Zoning Code By Rezoning Certain Lands Located In Part Of The NW ¼ Of Section 36, T7N, R18E, Town Of Delafield, Waukesha County, Wisconsin, From The A-1 Agricultural District To The A-2 Rural Home District (ZT-1843)
171-O-086	03/07/17 03/09/17	Land Use	ORD: Amend The Text Of The Town Of Waukesha Zoning Code To Repeal And Recreate Section 13-2-6 (a) Relating To Drainage Regulations (ZT-1846)
171-O-087	03/08/17 03/09/17	Public Works	ORD: Modify Speed Zone On County Trunk Highway NN
171-A-035	03/08/17 03/09/17	Executive	APPT: Christine Howard To The Health & Human Services Board
171-O-088	03/08/17 03/09/17	Judiciary Finance	ORD: Approve Northview Tower And Ground Space Lease With US Cellular
171-O-089	03/07/17 03/09/17	Finance Executive	ORD: Establish Parks And Land Use Capital Project Reserve Fund

1 VACATION AND TRANSFER OF COUNTY OWNERSHIP OF THE FAIRWAYS
2 OF WOODSIDE SUBDIVISION OUTLOT 1 AND OUTLOT 2 TO THE
3 WAUKESHA COUNTY LAND CONSERVANCY, INC.
4
5

6 WHEREAS, Waukesha County, for the benefit of the public, received through plat dedication
7 Outlot 1 and Outlot 2 of The Fairways of Woodside Subdivision in the Town of Lisbon in
8 Section 11, T8N, R18E, and recorded with the Register of Deeds as document number 2695487
9 on August 31, 2001, and
10

11 WHEREAS, Outlot 1 and Outlot 2 have remained in an undeveloped and unimproved state, and
12 have not been used or improved as a street, road, other public way, public square, public park or
13 playground, and
14

15 WHEREAS, Waukesha County Land Conservancy, Inc., is interested in acquiring State of
16 Wisconsin surplus property located in Section 10, T8N, R18E, west of and adjacent to Outlot 2
17 of The Fairways of Woodside Subdivision and currently owns other lands adjacent to Outlot 1,
18 and
19

20 WHEREAS, the Waukesha County Development Plan, which incorporates the Waukesha
21 County Parks and Open Space Plan and was adopted by the Waukesha County Board of
22 Supervisors on February 24, 2009, designates these lands as a Conservancy Area, and
23

24 WHEREAS, Waukesha County is willing to transfer Outlot 1 and Outlot 2 to Waukesha County
25 Land Conservancy, Inc. in furtherance of the Waukesha County Parks and Open Space Plan, but
26 in order to do so it must first vacate Outlot 1 and Outlot 2, which were dedicated to the County
27 for the benefit of the public, from the plat, and
28

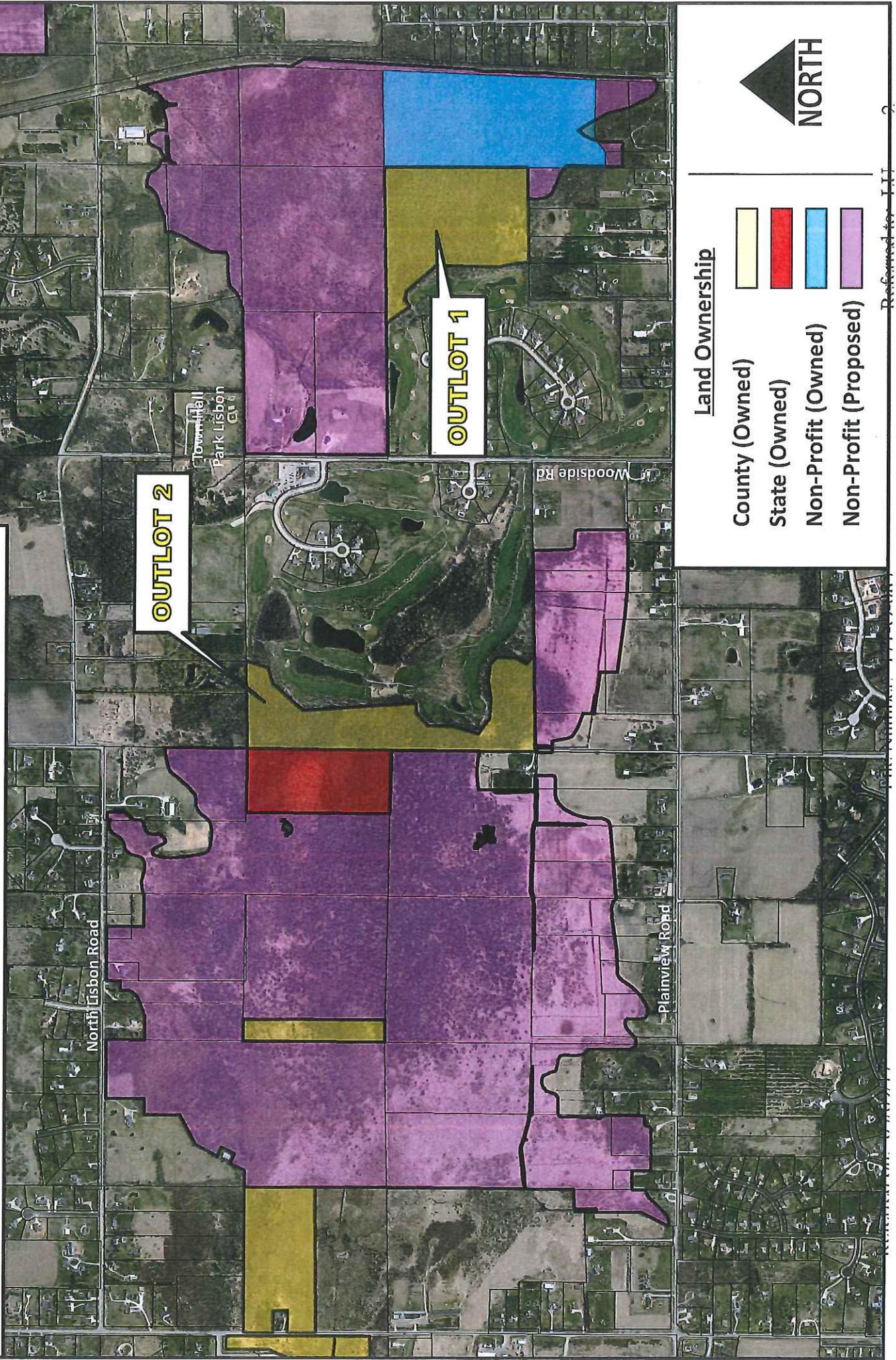
29 WHEREAS, to accomplish the vacation and ultimate transfer it is necessary for the County to
30 file a petition in Waukesha County Circuit Court in accordance with the requirements of Chapter
31 236 of the Wisconsin Statutes.
32

33 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
34 that Waukesha County is authorized to petition the Circuit Court of Waukesha County to vacate
35 Outlot 1 and Outlot 2 of The Fairways of Woodside Subdivision.
36

37 BE IT FURTHER ORDAINED that upon vacation of Outlot 1 and Outlot 2 the Waukesha
38 County Department of Parks and Land Use is authorized to take all necessary action to complete
39 the transfer of Outlot 1 and Outlot 2 to Waukesha County Land Conservancy, Inc.
40

41 BE IT FURTHER ORDAINED that, as a condition of the transfer, Waukesha County Land
42 Conservancy, Inc., shall reimburse Waukesha County for any fees incurred associated with the
43 petition, including, but not limited to, all publication fees, filing fees and service fees.

**Existing and Proposed Public & Non-Profit Agency Land Ownership
Vicinity of The Fairways of Woodside
Town of Lisbon**



THE FAIRWAYS OF WOODSIDE

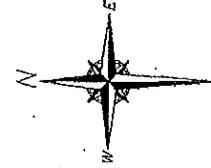
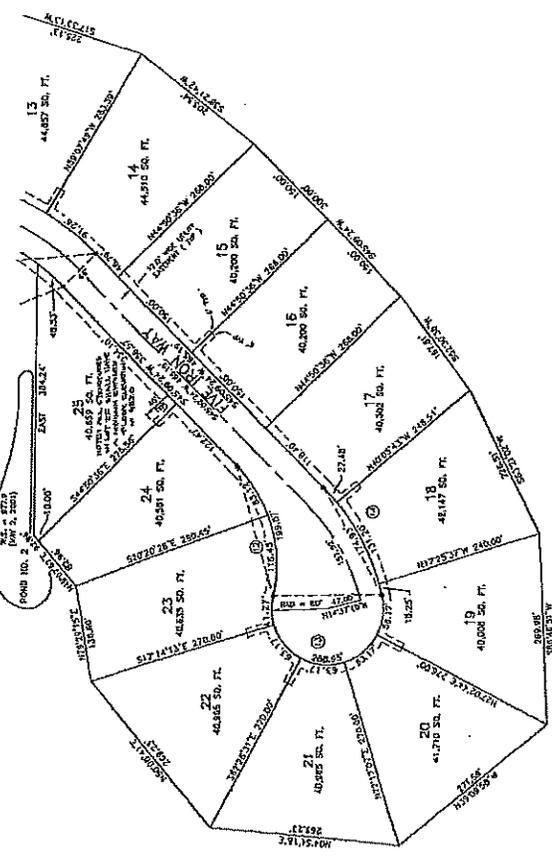
BEING A REDIVISION OF ALL OF LOT 1 OF C.S.M. NO. 7805, DOCUMENT NO. 2068222 AND ALL OF THE SW 1/4 AND A PART OF THE SE 1/4 OF THE NW 1/4, AND ALL OF THE NE 1/4 AND NW 1/4 AND A PART OF THE SE 1/4 AND SW 1/4 OF THE SE 1/4, AND ALL OF THE NE 1/4 AND NW 1/4 OF THE SW 1/4, ALL IN SECTION 11, T8N, R15E, TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN

265467
REGISTRY OFFICE
WISCONSIN
9031 CROSS
STATE STREET
MILWAUKEE, WI 53233
RECORDS SECTION
SUBMIT DOCUMENT BY
FEE: \$30.00

There are no objections to this plan with respect to
Sec. 230.15, 236.16, 236.20 and 236.21 (1) and (2),
Wis. Stat.
Certified True
Mark A. Powers
Department of Administration



RECEIVED THIS 24th DAY OF MAY, 2001
RECEIVED THIS 22nd DAY OF MAY, 2001



SCALE: 1" = 100'
LOCATION MAP
SECTION 11-4-15

PRIVATES ARE REQUIRED TO THE NEAREST DAY AND
MAY BE EXTENDED TO THE NEAREST DAY
REACHED TO THE NEAREST DAY.
LEGEND
1 - FILL AREA
2 - EXISTING ROADWAY
3 - EXISTING MANHOLE / TRUNK OR POOL

- PRIMARY ENVIRONMENTAL CORRIDOR RESTRICTIONS
1) CHANGES TO THE FOLLOWING RESTRICTIONS
2) CHANGES TO THE FOLLOWING RESTRICTIONS
3) THE REMOVAL OF ANY RESTRICTIONS...
4) THE ADDITION OF ANY RESTRICTIONS...
5) THE ADDITION OF ANY RESTRICTIONS...
6) THE ADDITION OF ANY RESTRICTIONS...
7) THE ADDITION OF ANY RESTRICTIONS...

- CONSERVANCY/WETLAND PRESERVATION RESTRICTIONS
1) CHANGES TO THE FOLLOWING RESTRICTIONS...
2) CHANGES TO THE FOLLOWING RESTRICTIONS...
3) THE REMOVAL OF ANY RESTRICTIONS...
4) THE ADDITION OF ANY RESTRICTIONS...
5) THE ADDITION OF ANY RESTRICTIONS...
6) THE ADDITION OF ANY RESTRICTIONS...
7) THE ADDITION OF ANY RESTRICTIONS...

- NOTES
1) THE PROPERTY IS TO BE DIVIDED INTO LOTS AS SHOWN ON THIS PLAN...
2) THE LOTS ARE TO BE BOUNDARY SURVEYED...
3) THE LOTS ARE TO BE BOUNDARY SURVEYED...
4) THE LOTS ARE TO BE BOUNDARY SURVEYED...
5) THE LOTS ARE TO BE BOUNDARY SURVEYED...
6) THE LOTS ARE TO BE BOUNDARY SURVEYED...
7) THE LOTS ARE TO BE BOUNDARY SURVEYED...

LAKE COUNTRY ENGINEERING, INC.
10300 WISCONSIN AVENUE
WISCONSIN, WI 53098
PHONE (262) 589-8331

THE FAIRWAYS OF WOODSIDE

BEING A REDVISION OF ALL OF LOT 1 OF C.S.M. NO. 7805, DOCUMENT NO. 2089222 AND ALL OF THE SW 1/4 AND A PART OF THE SE 1/4 OF THE NW 1/4 AND SW 1/4 OF THE SE 1/4, NE 1/4 AND NW 1/4 AND A PART OF THE SE 1/4 AND SW 1/4 OF THE SE 1/4, AND ALL OF THE NE 1/4 AND NW 1/4, ALL IN SECTION 11, T.18N., R.19E., TOWN OF LISBON, WAUKESHA COUNTY, WISCONSIN

There are no objections to this plat with respect to Secs. 235.15, 235.16, 235.23 and 235.31 (1) and (2), Wis. Stat.

Notarized
2011
Certified *Jana Zpta*
Paula M. Parks
Deputy Clerk of Administration



SCALE: 1" = 100'

EASEMENT, GROUNDWATER RESTRICTION

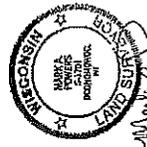
AS SHOWN ON THIS PLAT, THE PROPERTY OWNERS HAVE AGREED TO PROVIDE TO THE LOCAL MUNICIPALITY, WAUKESHA COUNTY, WISCONSIN, AN EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF GROUNDWATER MONITORING DEVICES AND FOR THE CONSTRUCTION AND MAINTENANCE OF GROUNDWATER COLLECTION AND TREATMENT SYSTEMS. THIS EASEMENT SHALL BE IN FULL FORCE AND EFFECT FROM THE DATE OF RECORDATION OF THIS INSTRUMENT. THE EASEMENT SHALL NOT BE SUBJECT TO ANY OTHER EASEMENTS, RIGHTS, OR INTERESTS. THE EASEMENT SHALL NOT BE TRANSFERRED TO ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF WAUKESHA COUNTY. THE EASEMENT SHALL NOT BE SUBJECT TO ANY OTHER EASEMENTS, RIGHTS, OR INTERESTS. THE EASEMENT SHALL NOT BE TRANSFERRED TO ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF WAUKESHA COUNTY.

STORMWATER MANAGEMENT NOTES

- 1) THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF GROUNDWATER MONITORING DEVICES AND FOR THE CONSTRUCTION AND MAINTENANCE OF GROUNDWATER COLLECTION AND TREATMENT SYSTEMS.
- 2) THE PROPERTY OWNERS SHALL MAINTAIN THE STORMWATER MANAGEMENT MEASURES IN THE MANNER AND AT THE EXPENSE OF THE PROPERTY OWNERS.
- 3) THE LOCAL MUNICIPALITY IS AUTHORIZED TO ACCESS THE PROPERTY TO CONDUCT INSPECTIONS AND MAINTENANCE OF THE STORMWATER MANAGEMENT MEASURES.
- 4) WAUKESHA COUNTY IS AUTHORIZED TO ACCESS THE PROPERTY TO CONDUCT INSPECTIONS AND MAINTENANCE OF THE STORMWATER MANAGEMENT MEASURES.
- 5) WAUKESHA COUNTY SHALL BE RESPONSIBLE FOR THE COST OF ANY REPAIRS TO THE STORMWATER MANAGEMENT MEASURES.
- 6) WAUKESHA COUNTY SHALL BE RESPONSIBLE FOR THE COST OF ANY REPAIRS TO THE STORMWATER MANAGEMENT MEASURES.
- 7) WAUKESHA COUNTY SHALL BE RESPONSIBLE FOR THE COST OF ANY REPAIRS TO THE STORMWATER MANAGEMENT MEASURES.

WAUKESHA COUNTY MAINTENANCE EASEMENT NOTES

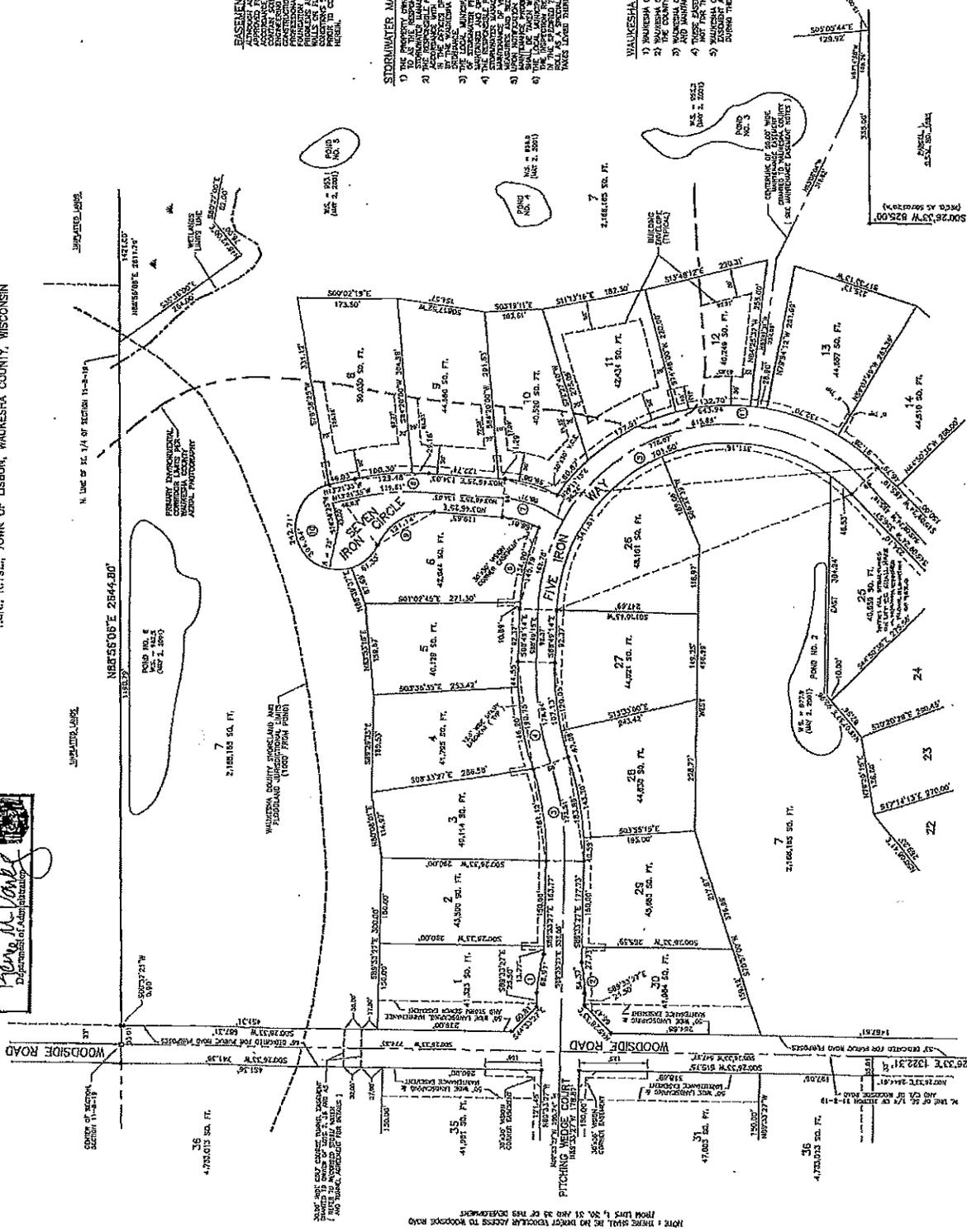
- 1) WAUKESHA COUNTY SHALL HAVE AN EASEMENT FOR OUTFIT MAINTENANCE PURPOSES.
- 2) WAUKESHA COUNTY SHALL HAVE AN EASEMENT FOR THE PURPOSES OF ALLOWING WAUKESHA COUNTY TO MAINTAIN THE STORMWATER MANAGEMENT MEASURES.
- 3) WAUKESHA COUNTY SHALL HAVE AN EASEMENT FOR THE PURPOSES OF ALLOWING WAUKESHA COUNTY TO MAINTAIN THE STORMWATER MANAGEMENT MEASURES.
- 4) WAUKESHA COUNTY SHALL HAVE AN EASEMENT FOR THE PURPOSES OF ALLOWING WAUKESHA COUNTY TO MAINTAIN THE STORMWATER MANAGEMENT MEASURES.
- 5) WAUKESHA COUNTY SHALL HAVE AN EASEMENT FOR THE PURPOSES OF ALLOWING WAUKESHA COUNTY TO MAINTAIN THE STORMWATER MANAGEMENT MEASURES.



Mark A. Forers
March 16, 2011
REVISED THIS 3rd DAY OF MAY, 2003
REVISED THIS 22nd DAY OF MAY, 2001

LAKE COUNTY ENGINEERING, INC.
10884 N. ZADOK COTTAGEWAY
ODDONSIAWOC, WI 53088
PHONE (262) 658-8231

THIS INSTRUMENT DRAFTED BY MARK A. FORERS



NOTE: THERE SHALL BE NO EJECTA ACCESS TO WOODSIDE ROAD FROM LOTS 1, 20, 31 AND 32 OF THIS DEVELOPMENT

THE FAIRWAYS OF WOODSIDE

BEING A REVISION OF ALL OF LOT 1 OF C.S.M. NO. 7805, DOCUMENT NO. 2088222, AND ALL OF THE SW 1/4 AND A PART OF THE SE 1/4 OF THE NW 1/4, AND ALL OF THE NE 1/4 AND SW 1/4 AND S.W. 1/4 OF THE SE 1/4, AND ALL OF THE NE 1/4 AND SW 1/4 AND S.W. 1/4 OF THE SE 1/4, ALL IN SECTION 11, T8N, R19E, TOWN OF LISBEN, WINNEBAGO COUNTY, WISCONSIN

There are no objections to this plat with respect to Secs. 23615, 23616, 23620 and 23621 (1) and (2), Wis. Stats.

Certified: *James Z. ...* 2011
Register of Deeds
Department of Administration
State of Wisconsin

CURVE DATA TABLE

CURVE NO.	LOT NO.	BEARS	CHORD	ARC	CHORD BEARS	CHORD BEARS	BEARS TO POINT	BEARS TO POINT
		ANGLE (DEG)	(FOOT)	(DEG)	(FOOT)	(FOOT)	(DEG)	(DEG)
15	15	100.00	51-08-23	48.27	86.31	183-58-60.28	183-58-60.28	183-58-60.28
16	16	100.00	15-33-17	26.93	28.07	81-11-48.28	81-11-48.28	81-11-48.28
17	17	100.00	34-33-26	62.27	39.41	183-58-60.28	183-58-60.28	183-58-60.28
18	18	75.00	27-09-25	32.64	116.62	512-37-20.58	183-58-60.28	183-58-60.28
19	19	75.00	83-03-42	103.11	194.81	183-58-60.28	183-58-60.28	183-58-60.28
20	20	75.00	90-08-23	118.42	188.52	512-37-20.58	183-58-60.28	183-58-60.28
21	21	75.00	84-02-05	110.62	188.42	512-37-20.58	183-58-60.28	183-58-60.28
22	22	100.00	28-11-11	48.27	48.27	183-58-60.28	183-58-60.28	183-58-60.28
23	23	100.00	31-38-06	57.64	61.23	183-58-60.28	183-58-60.28	183-58-60.28
24	24	100.00	31-38-06	57.64	61.23	183-58-60.28	183-58-60.28	183-58-60.28
25	25	100.00	31-38-06	57.64	61.23	183-58-60.28	183-58-60.28	183-58-60.28
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71	71	100.00	31-38-06	57.64	61.23	183-58-60.28	183-58-60.28	183-58-60.28
72	72	100.00	31-38-06	57.64	61.23	183-58-60.28	183-58-60.28	183-58-60.28
73	73	100.00	31-38-06	57.64	61.23	183-58-60.28	183-58-60.28	183-58-60.28
74	74	100.00	31-38-06	57.64	61.23	183-58-60.28	183-58-60.28	183-58-60.28
75	75	100.00	31-38-06	57.64	61.23	183-58-60.28	183-58-60.28	183-58-60.28
76	76	100.00	31-38-06	57.64	61.23	183-58-60.28	183-58-60.28	183-58-60.28
77	77	100.00	31-38-06	57.64	61.23	183-58-60.28	183-58-60.28	183-58-60.28
78	78	100.00	31-38-06	57.64	61.23	183-58-60.28	183-58-60.28	183-58-60.28
79	79	100.00	31-38-06	57.64	61.23	183-58-60.28	183-58-60.28	183-58-60.28
80	80	100.00	31-38-06	57.64	61.23	183-58-60.28	183-58-60.28	183-58-60.28



MAKING OF THIS INSTRUMENT
MAY 16, 2001
REVISOR THIS 3rd DAY OF MAY, 2001
REVISOR THIS 22nd DAY OF MAY, 2001

LAKE COUNTRY ENGINEERING, INC.
1000 W. 1001 COTTONWOOD COURT
WISCONSIN 53153-3886
PHONE (262) 556-0831

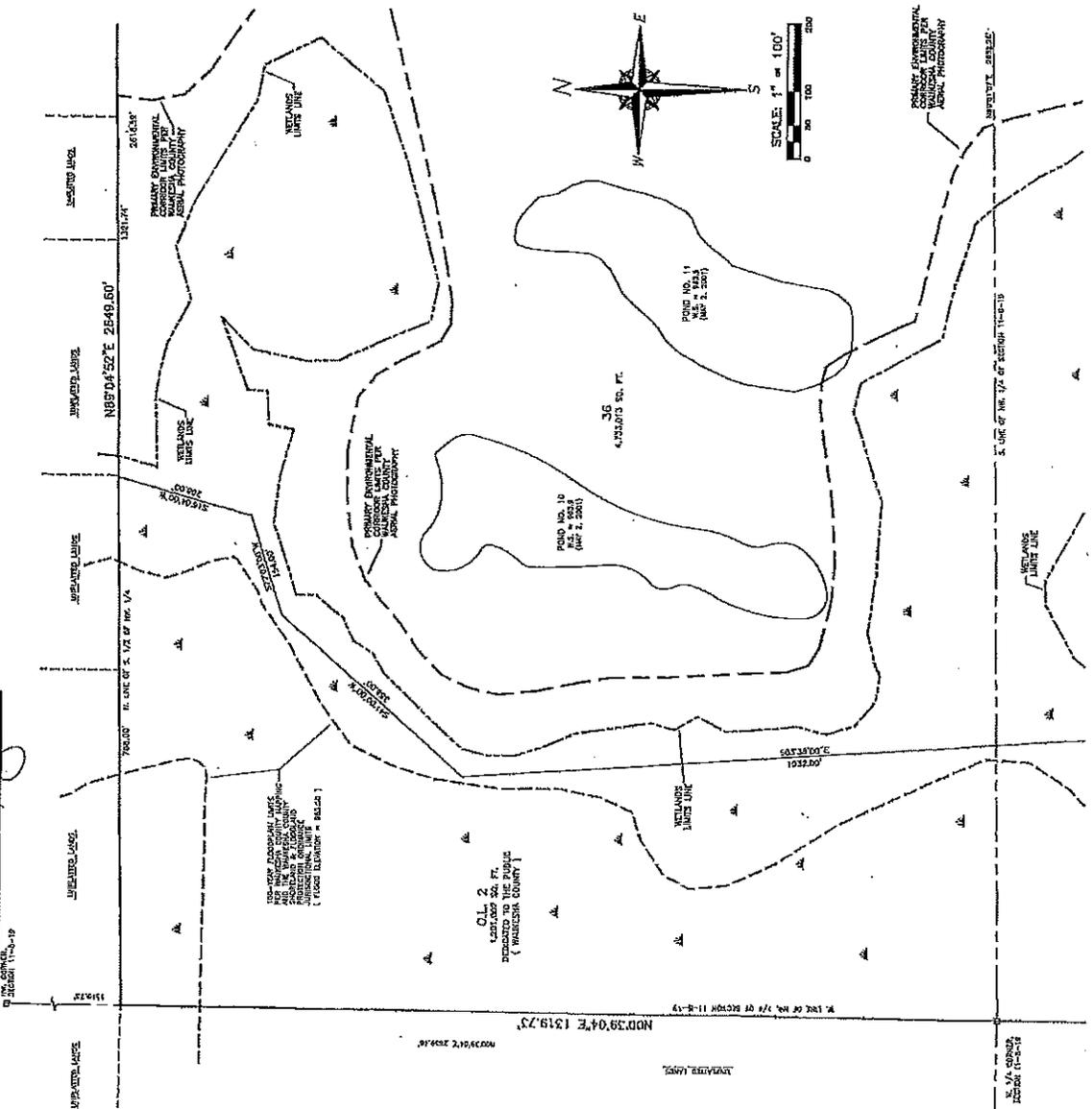
THIS INSTRUMENT DRAFTED BY MARK A. POWERS

Referred on: 03/09/17

File Number: 171-O-083

Referred to: T.U. 8

SHEET 6 OF 8



THE FAIRWAYS OF WOODSIDE

BEING A REDIVISION OF ALL OF LOT 1 OF C.S.M. NO. 7805, DOCUMENT NO. 208B222, AND ALL OF THE SW 1/4 AND A PART OF THE SE 1/4 OF THE NW 1/4, AND ALL OF THE SW 1/4 AND SW 1/4 AND A PART OF THE SE 1/4 AND SW 1/4 OF THE SE 1/4, AND ALL OF THE NE 1/4 AND NW 1/4 OF THE SW 1/4, ALL IN SECTION 11, T18N, R18E, T18N OF LISBON, WAUKESHA COUNTY, WISCONSIN

SURVEYORS CERTIFICATE

I, Mark A. Powers, Registered Land Surveyor, hereby certify: That I have surveyed, divided and mapped a redivision of all of Lot 1 of Certified Survey Map No. 7805, Document No. 208B222, and all of the SW 1/4 and a part of the SE 1/4 of the SW 1/4, and all of the NE 1/4 and NW 1/4 and a part of the SE 1/4 and SW 1/4 of the SE 1/4, and all of the NE 1/4 and NW 1/4 of the SW 1/4, all in Section 11, T18N, R18E, Town of Lisbon, Waushara County, Wisconsin, more fully described as follows: Beginning at the South 1/4 corner of said Section 11; thence N 00° 26' 33" E, along the West line of the SW 1/4 of said Section 11 and centerline of Woodside Road, 1322.1 feet to a point being the SE 1/4 corner of said Section 11; thence S 89° 05' 31" W, along said South line, 268.31 feet to the SW 1/4 corner of the SW 1/4 of said Section 11; thence N 00° 37' 20" E, along said West line, 3118.85 feet to the SE 1/4 corner of said Section 11; thence N 00° 39' 04" E, along the West line of the NW 1/4 of said Section 11, 1313.73 feet to a point being on the North line of the South 1/2 of the NW 1/4 of said Section 11; thence N 89° 05' 32" E, along said North line, 2649.80 feet to a point being on the East line of the NW 1/4 of said Section 11 and centerline of Woodside Road; thence S 00° 22' 21" W, along said East line and centerline, 226.23 feet to a point; thence N 89° 27' 39" W, 33.00 feet to a point being on the West line of the NW 1/4 of said Section 11 and centerline of Woodside Road; thence S 00° 32' 31" W, along said West line and centerline, 1180.55 feet to the center of said Section 11; thence N 89° 50' 50" E, along the North line of the SE 1/4 of said Section 11, 246.80 feet to the East 1/4 corner of said Section 11; thence S 00° 08' 15" W, along the East line of the SE 1/4 of said Section 11, 1218.35 feet to a point being on the South line of the North 1/2 of the SE 1/4 of said Section 11; thence S 88° 51' 11" W, along said South line, 1190.05 feet to a point; thence S 00° 26' 33" W, 825.00 feet to a point being on the South line of the SE 1/4 of said Section 11 and centerline of Pullin View Road; thence S 88° 45' 18" W, along said South line and centerline, 560.00 feet to the SW 1/4 corner of said Section 11 and place of beginning. Said lands containing a total area of 12,000.04 square feet (275.492 acres).

That I have made said survey, land division and plat by the direction of Michael Toebes, Owner of said lands.

That each plat is a correct representation of all the exterior boundaries of the lands surveyed and the subdivision thereof to be made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the uniform requirements of the Town of Lisbon, Village of Sunnes and Waushara County Dept. of Public and Safety Div., in surveying, dividing and mapping the same.



Dated this 14th day of May, 2001.
Mark A. Powers, R.L.S. 1101

REMOVED THIS 22nd DAY OF MAY, 2001

This map is subject to this plan with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats.
Certified: *Shirley Zehn* and I
Mark A. Powers
Department of Administration

OWNERS CERTIFICATE

As owner, I hereby certify that I caused said lands to be surveyed, divided, mapped, and delineated, as shown on this map.
Michael Toebes, owner, does further certify that this plat is required by 823.16, 10 or 823.16, 12 to be admitted to the following for objection or approval:

- 1) Department of Administration
- 2) Town of Lisbon
- 3) Village of Sunnes
- 4) Waushara County Parks and Land Use Department

WITNESS the hand and seal of said Michael Toebes, owner, this 14th day of May, 2001.

In Presence of
Michael Toebes
Michael Toebes

STATE OF WISCONSIN

Personally came before me this 14th day of July, 2001, the above named, *Michael Toebes*, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Michael Toebes
Notary Public
Waushara County, Wisconsin
My Commission expires 2/17/02

CERTIFICATE OF THE TOWN TREASURER

I, *Richard Olschaker*, being the duly elected, appointed, qualified and acting treasurer of the Town of Lisbon, do hereby certify that in accordance with the records in my office, there are no unpaid or unpaid special assessments as of this 14th day of May, 2001, on any land included in the plat of The Fairways of Woodside.

Dated: *May 14, 2001*
Richard Olschaker
Town Treasurer

VILLAGE BOARD APPROVAL

Approved by the Village Board of the Village of Sunnes this 14th day of May, 2001.
Michael M. Krueger
Village Chairman

CERTIFICATE OF COUNTY TREASURER

I, Pamela Reeves, being duly elected, qualified and acting Treasurer of Waushara County, do hereby certify that the records in my office show no unrecorded taxes and no unpaid taxes or special assessments as of May 14, 2001, affecting the lands included in the plat of The Fairways of Woodside.

Due May 14, 2001
Pamela Reeves
Pamela Reeves, Waushara County Treasurer

WAUKESHA COUNTY PARKS AND LAND USE DEPARTMENT APPROVAL

The above, which has been filed for approval as required by Chapter 236, Wis. Statutes, is hereby approved on this 14th day of May, 2001.
Dale R. Shaver
Dale R. Shaver, Director



CONSENT OF CORPORATE MORTGAGEE

Waushara State Bank, a corporation duly organized and existing under and by the laws of the State of Wisconsin, mortgagees of the above described land, hereby consent to the surveying, dividing, mapping and delineation of the land described on this plat, and does hereby consent to the above certificate of *Michael Toebes*, Owner.

IN WITNESS WHEREOF, said *Waushara State Bank* has caused these presents to be signed by *David J. Sauer*, its Secretary (authorized) and countersigned by *John A. Sauer*, its President, and *John A. Sauer*, day of July, 2001, at *Waushara, Wisconsin*, and its corporate seal to be hereunto affixed this 14th day of July, 2001.

In presence of:
Waushara State Bank (Corporate Seal)
Corporate Name
David J. Sauer (Corporate Seal)
Secretary

STATE OF WISCONSIN

Personally came before me this 14th day of July, 2001, the above named, *David J. Sauer*, Secretary, and *John A. Sauer*, President, (both of the above named) to me known to be the persons who executed the foregoing instrument, and to me known to be the President and Secretary (authorized) of said corporation, and that they executed the foregoing instrument as such officers of said corporation, by its authority.

John A. Sauer
Notary Public
Waushara County, Wisconsin
My Commission expires 2/17/02

THIS INSTRUMENT DRAFTED BY MARK A. POWERS

1 REPEAL AND RECREATE THE TOWN OF EAGLE
2 ZONING CODE AND ZONING MAP (ZT-1844)
3
4

5 WHEREAS, after proper notice was given, a public hearing was held and the subject matter of
6 this Ordinance was approved by the Eagle Town Board on December 21, 2016, and
7

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

13 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
14 that the text and map of the Town of Eagle Zoning Code, adopted by the Town of Eagle on
15 November 10, 2009, and repealed and recreated by the Town of Eagle on December 21, 2016,
16 more specifically described in the "Staff Report and Recommendation" on file in the office of
17 the Waukesha County Department of Parks and Land Use and made a part of this Ordinance by
18 reference ZT-1844, is hereby approved.
19

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

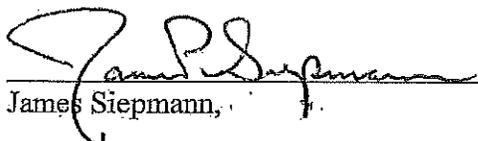
23 BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon passage,
24 approval and publication.

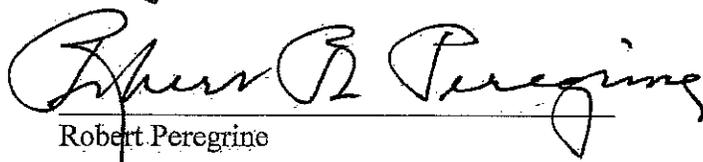
COMMISSION ACTION

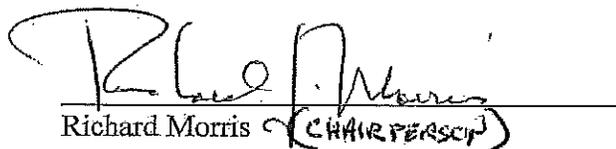
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Town of Eagle Zoning Code and Map hereby recommends approval of ZT-1844 (Town of Eagle Board) in accordance with the attached "Staff Report and Recommendation".

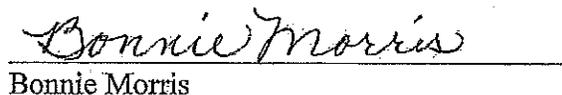
PARK AND PLANNING COMMISSION

February 23, 2017


James Siepmann,


Robert Peregrine


Richard Morris (CHAIRPERSON)


Bonnie Morris


William Mitchell


Keith Hammitt

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

FILE NO: ZT-1844
TAX KEY NUMBER: N/A
DATE: February 23, 2017
NAME OF PETITIONER: Town Board of Eagle
Town of Eagle Hall
P.O. Box 327
Eagle, WI 53119

NATURE OF REQUEST:

Repeal and recreate the Town of Eagle Zoning Code including the Official Zoning Map of the Town of Eagle.

PUBLIC HEARING DATE:

December 5, 2016, adjourned to December 21, 2016.

PUBLIC REACTION:

Several individuals asked questions and made comments at the public hearing. Most of the comments related to seeking clarification regarding the changes to agricultural zoning and livestock provisions. One individual expressed general comments against multi-family housing.

TOWN PLAN COMMISSION ACTION:

At their meeting of December 21, 2016, the Town of Eagle Plan Commission recommended approval of the proposed Town of Eagle Zoning Code and Map to the Town Board.

TOWN BOARD ACTION:

At their meeting of December 21, 2016, the Town of Eagle Board unanimously approved the proposed Town of Eagle Zoning Code and Map.

COMPLIANCE WITH THE COMPREHENSIVE DEVELOPMENT PLAN FOR WAUKESHA COUNTY (WCCDP) AND THE TOWN OF EAGLE COMPREHENSIVE PLAN:

The proposed zoning code and zoning map comply with various Town and County Plan recommendations including accommodating a wide variety of land uses, adequately protecting natural resources, providing for farmland preservation areas while also enabling economic development by making improvements to business district provisions, simplifying building area requirements and making code interpretation and understanding easier.

STAFF ANALYSIS:

The Town of Eagle has been working on a comprehensive set of text amendments over the past three years. The project includes a wide variety of content and code structure changes and also includes changes to the Town's farmland preservation requirements to comply with new Department of Agriculture, Trade and Consumer Protection requirements. A full copy of the Town Code is located for viewing at www.townofeaglewi.us (click "proposed Town of Eagle Zoning Code". The related Town Zoning Map is located on the Waukesha County Planning & Zoning Division webpage at www.waukeshacounty/planningandzoning (click on Map Resources/Draft Town Zoning Maps).

The Town Planner shared a draft of the code with Waukesha County ahead of the public hearing for the proposed amendments. County Planning & Zoning Staff offered a number of recommendations and questions regarding the draft and worked closely with the Town Planner to work through the issues of concern. The Town has been very responsive to those comments and has addressed all major issues of concern.

The code brings forward a unique structure in that use regulations are contained and consolidated within matrices at the back of the code. This will aid readers in determining where they can locate certain types of businesses or uses. Distinct sections for applicability, review procedures, imposition of conditions, appeals, etc. are made part of each code section, which aids the reader in understanding application and process parameters. The following is a summary of selected amendments of note.

- Replaced floor area ratio standards with lot coverage standards.
- Introduced overlay districts for the following:
 - Natural resource areas within farmland preservation districts (required by DATCP).
 - Hydric soils (similar to County scheme)
 - Wellhead Protection District
- Modified farmland preservation requirements to comply with new State requirements (generally matches recently adopted County language)
- Amended multi-family provisions, including lowering minimum multi-family unit sizes and specifying that 3-5 unit multi-family projects are permissible via Conditional Use in the R-1, B-1 and B-2 Districts and 2-unit buildings are Conditional Uses in the RR and R-1 Districts.
- Removed signage and outdoor lighting regulations; these topics will be regulated in stand-alone ordinances.
- Added reasonable accommodations provisions for improvements to structures/facilities for people with disabilities.
- Added more detailed standards for site plan, architectural, landscaping and parking plans.
- Map updates relative to farmland preservation (incorporated required DATCP overlays).
- Map updates to remove Town zoning from County shoreland zoning areas.
- Map updates to recognize miscellaneous zoning district changes.

- Zoning district changes (Deleted B-3 in favor of new B-4 District to better accommodate Town's existing industrial park, deleted Residential Lake District, as it was only applicable within County shoreland areas.

STAFF RECOMMENDATION:

The Planning and Zoning Division Staff recommends **approval** of the Town of Eagle's request.

The proposed amendments significantly consolidate various zoning provisions and more clearly articulate procedural requirements, thus improving understanding for the public and code administrators and users alike. The code and map changes recognize and accommodate new use trends and improve and simplify building size regulations, while providing effective protections to ensure harmonious land use and protection of property values.

Respectfully submitted,

Jason Fruth

Jason Fruth
Planning and Zoning Manager

Attachments: Exhibit "A" (Town Ordinance No. 2016-04)
Proposed Town of Eagle Zoning Code available for viewing at www.townofeaglewi.us (click "Proposed Town of Eagle Zoning Code").
Proposed Town Zoning Map- available for viewing at www.waukeshacounty/planningandzoning (click on Map Resources/Draft Town Zoning Maps).

N:\PRKANDLU\Planning and Zoning\Rezoning\Staff Reports\1844 T Eagle Zoning Code etc.doc

EXHIBIT "A"

STATE OF WISCONSIN

TOWN OF EAGLE

WAUKESHA COUNTY

ORDINANCE 2016-04

RECEIVED

AN ORDINANCE TO REVISE AND CONSOLIDATE, AMEND,
SUPPLEMENT AND CODIFY CHAPTER 500 OF THE CODE OF
THE TOWN OF EAGLE ENTITLED "TOWN ZONING"

JAN 30 2017

DEPT OF PARKS & LAND USE

WHEREAS, the Town Board for the Town of Eagle adopted a zoning code for the Town of Eagle in 1990 and has amended it from time to time since then; and

WHEREAS, the Town of Eagle Town Board has determined that it is necessary to revisit the provisions of the Town's zoning regulations to ensure they adequately address the zoning needs of the Town of Eagle in 2016 and in the years to come; and

WHEREAS, pursuant to Wisconsin Statutes sections 60.62(1), 61.35, and 62.23(7)(d)(2), the Town Board has requested that the Town of Eagle Plan Commission prepare and recommend revisions to the district plan and regulations for the Town of Eagle; and

WHEREAS, pursuant to such request of the Town Board, the Plan Commission has prepared tentative recommendations for revisions to the district plan and regulations for the Town of Eagle; and

WHEREAS, upon due notice the Town Board and the Plan Commission conducted a joint public hearing on December 5, 2016 which, following the receipt of written and verbal comments, was adjourned to, and subsequently reconvened on, December 21, 2016; and

WHEREAS, upon consideration of the tentative recommendations made by the Plan Commission and all of the information received at the public hearing, and being fully advised; and for the purpose of promoting health, safety, morals, and the general welfare of the community; and to provide for a safe and efficient system for pedestrian and the nuclear traffic, attractive recreation and landscaped open spaces, economic design and location of public and private utilities and community facilities, and ensure adequate standards of construction and planning, and to zone the land in accordance with the Town of Eagle comprehensive plan; and to lessen congestion in the streets, to secure safety from fire, panic and other dangers, to promote health and the general welfare, to provide adequate light and air, to encourage the protection of groundwater resources, to prevent the overcrowding of land and to avoid undue concentration of population, to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements, and to preserve burial sites; and upon reasonable consideration of, among other things, the character of the districts hereby created and their particular suitability for particular uses; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the Town of Eagle, the Town of Eagle Town Board hereby adopts the recommendations of the Plan Commission including the final revisions recommended by the Plan Commission at the meeting of December 21, 2016;

NOW, THEREFORE, the Town Board for the Town of Eagle, Waukesha County, do ordain as follows:

Section 1. Adoption of code

Pursuant to Wis. Stat. §§ 60.62(1), 61.35, 62.23(7)(d)(2) and 66.0103, the zoning ordinances of the Town of Eagle of a general and permanent nature adopted by the Town Board of the Town of

Eagle, as revised, are hereby approved, adopted, ordained and enacted, which shall be numbered and incorporated as part of any Code of the Town of Eagle that may be hereinafter adopted by the Town Board as Chapter 500.

Section 2. Code supersedes prior ordinances

This adoption ordinance and the Zoning Code shall supersede other ordinances of the Town of Eagle, to the extent they are inconsistent.

Section 3. Continuation of existing provisions

The provisions of the Zoning Code, insofar as they are substantively the same as those of the zoning ordinances in force immediately prior to the enactment of the Zoning Code by this Adoption Ordinance, are intended as a continuation of such ordinances and not as new enactments, and the effectiveness of such provisions shall date from the date of adoption of the prior ordinances.

Section 4. Copy of code on file

A copy of the Zoning Code, in loose-leaf form, has been filed in the office of the Town Clerk and has remained there for use and inspection by the public for not less than two weeks prior to the adoption of this Adoption Ordinance as required by Wis. Stat. § 66.0103. Upon adoption of this Adoption Ordinance, the copy of the Zoning Code on file with the Town Clerk shall be certified to by the Town Clerk, and such certified copy shall remain on file in the office of said Town Clerk to be made available to persons desiring to examine the same during all times while said Zoning Code is in effect. A copy of the Zoning Code shall further be incorporated into the Code of the Town of Eagle as Chapter 500.

Section 5. Amendments to Zoning Code

Any and all additions, deletions, amendments or supplements to the Zoning Code, when adopted in such form as to indicate the intention of the Town Board to make them a part thereof, shall be deemed to be incorporated into such Zoning Code so that reference to the "Zoning Code of the Town of Eagle" shall be understood and intended to include such additions, deletions, amendments or supplements. Whenever such additions, deletions, amendments or supplements to the Zoning Code shall be adopted, they shall thereafter be printed and, as provided hereunder, inserted into Chapter 500 of the Code of the Town of Eagle as amendments and supplements thereto.

Section 6. Publication; filing

The Clerk of the Town of Eagle, pursuant to law, shall cause to be published, in the manner required by law, a copy of this Adoption Ordinance in lieu of publication of the entire Zoning Code as provided for in Wis. Stat. § 66.0103. Sufficient copies of the Zoning Code shall be maintained in the office of the Clerk for inspection by the public at all times during regular office hours. The enactment and publication of this Adoption Ordinance, coupled with the availability of a copy of the Zoning Code for inspection by the public, shall be deemed, held and considered to be due and legal publication of all provisions of the Zoning Code for all purposes.

Section 7. Altering or tampering with Code; penalties for violation

It shall be unlawful for anyone to improperly change or amend, by additions or deletions, any part or portion of the Zoning Code or to alter or tamper with such Zoning Code in any manner whatsoever which will cause the zoning ordinances of the Town of Eagle to be misrepresented thereby. Anyone violating this section or any part of this Adoption Ordinance shall be subject, upon conviction, to a penalty as provided in the municipal code as adopted.

Section 8. Severability of Code provisions

Each section of the Zoning Code and every part of each section is an independent section or part of a section, and the holding of any section or a part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other sections or parts thereof.

Section 9. Severability of ordinance provisions

Each section of this Adoption Ordinance is an independent section, and the holding of any section or part thereof to be unconstitutional, void, or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other sections or parts thereof.

Section 10. Repealer

All zoning ordinances or parts of ordinances of a general and permanent nature adopted and in force on the date of the adoption of this Adoption Ordinance and not contained in the Zoning Code are hereby repealed as of the effective date of this Adoption Ordinance, except as hereinafter provided.

Section 11. Ordinances saved from repeal

The adoption of this Zoning Code and the repeal of ordinances provided for in Sec. 10 of this Adoption Ordinance shall not affect the following ordinances, rights and obligations, which are hereby expressly saved from repeal:

- a. Any ordinance adopted subsequent to the enactment of this Adoption Ordinance.
- b. Any ordinance adopted establishing the applicable zoning district/classification(s) of specific land(s) within the Town.
- c. Any right or liability established, accrued or incurred under any legislative provision prior to the effective date of this Adoption Ordinance or any action or proceeding brought for the enforcement of such right or liability.
- d. Any offense or act committed or done before the effective date of this Adoption Ordinance in violation of any legislative provision or any penalty, punishment or forfeiture which may result therefrom.
- e. Any prosecution, indictment, action, suit or other proceeding pending or any judgment rendered prior to the effective date of this Adoption Ordinance brought pursuant to any legislative provision.
- f. Any conditional use, license, right, easement, or privilege heretofore granted or

conferred.

- g. Any ordinance providing for the laying out, opening, altering, widening, relocating, straightening, establishing grade, changing name, improvement, acceptance or vacation of any right-of-way, easement, street, road, highway, park or other public place or any portion thereof.
- h. Any ordinance or portion of an ordinance establishing a specific fee amount for any license, permit or service obtained from the Town.

Section 12. Changes in previously adopted ordinances

In compiling and preparing the ordinances for publication as the Zoning Code of the Town of Eagle, changes in the meaning or intent of such ordinances may have been made, including, but not limited to, certain grammatical and other changes. It is the intention of the Town Board that all such changes included in the copy of the Zoning Code on file with the Town Clerk be adopted as part of the Zoning Code as if the ordinances had been previously formally amended to read as such.

Section 13. Effective date

This ordinance shall take effect upon passage and publication as required by law immediately upon the approval of the Waukesha County Board as required by Section 60.62(3) of the Wisconsin Statutes.

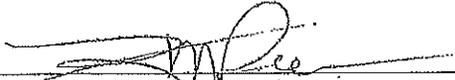
Adopted this 21st day of December 2016

TOWN OF EAGLE



Bob Kwiatkowski, Town Chairman

ATTEST:



Lynn Pepper, Town Clerk

Published and posted this 26th day of January 2017

1 AMEND THE DISTRICT ZONING MAP OF THE TOWN OF DELAFIELD ZONING CODE
2 BY REZONING CERTAIN LANDS LOCATED IN PART OF THE NW ¼ OF SECTION 36,
3 T7N, R18E, TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN, FROM THE
4 A-1 AGRICULTURAL DISTRICT TO THE A-2 RURAL HOME DISTRICT (ZT-1843)
5
6

7 WHEREAS, after proper notice was given, a public hearing was held and the subject matter of
8 this Ordinance was approved by the Delafield Town Board on November 9, 2016, and
9

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

15 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
16 that the District Zoning Map for the Town of Delafield Zoning Code, adopted by the Town of
17 Delafield on July 20, 1998, is hereby amended to rezone from the A-1 Agricultural District to the
18 A-2 Rural Home District, certain lands located in part of the NW ¼ of Section 36, T7N, R18E,
19 Town of Delafield, Waukesha County, Wisconsin, and more specifically described in the “Staff
20 Report and Recommendation” and map on file in the office of the Waukesha County Department
21 of Parks and Land Use and made a part of this Ordinance by reference ZT-1843, is hereby
22 approved.
23

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

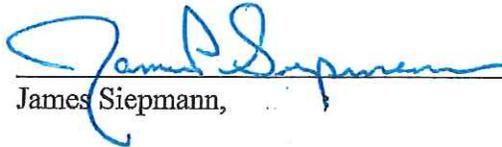
27 BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon passage,
28 approval and publication.

COMMISSION ACTION

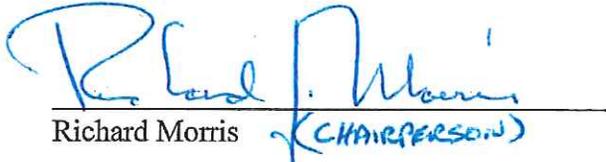
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Town of Delafield Zoning Code hereby recommends **approval** of ZT-1843 (Archebald and Judith Pequet Joint Revocable Trust Dated December 19, 2002) in accordance with the attached "Staff Report and Recommendation".

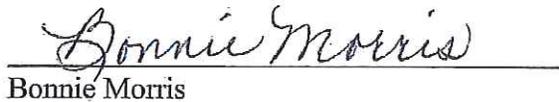
PARK AND PLANNING COMMISSION

February 23, 2017


James Siepmann,


Robert Peregrine


Richard Morris (CHAIRPERSON)


Bonnie Morris


William Mitchell


Keith Hammitt

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

DATE: February 23, 2017

FILE NO.: ZT-1843

PETITIONER/OWNER: Archebald and Judith Pequet Joint Revocable Trust
Dated December 19, 2002
S4 W28701 Norms Road
Waukesha, WI 53188-9422

TAX KEY NO.: DELT 0862.999.001

LOCATION:
Part of the NW ¼ of Section 36, T7N, R18E, Town of Delafield. More specifically the property is located at S4 W28701 Norms Road and contains approximately 49.5 acres.

EXISTING ZONING:
A-1 Agricultural District.

EXISTING LAND USE:
Single Family Residence.

PROPOSED ZONING:
A-2 Rural Home District.

PROPOSED LAND USE:
Single family residential (two lot land division proposed to allow for home and north part of acreage to be divided off.)

PUBLIC HEARING DATE:
October 4, 2016

PUBLIC REACTION:
One nearby property owner expressed concerns about stormwater. She also expressed a desire to know how future development would be dealt with and the width of Norms Road. She also asked about the Town's thoughts regarding the possible diminishing aquifer beneath them.

TOWN PLAN COMMISSION ACTION:
The Town of Delafield Plan Commission, at their meeting of November 1, 2016, recommended approval of the request to the Town Board with the understanding that any future land division may not be more than 8 lots and that stubbing the road at the property line is not sufficient to allow more than 14 units without a second access.

TOWN BOARD ACTION
On November 9, 2016, the Town of Delafield Board approved the rezoning request.

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

The Waukesha County Comprehensive Development Plan and the Town of Delafield Comprehensive Plan designate the majority of the lands in the Rural Density and Other Agricultural Land category. This plan designation allows for a density of one dwelling unit per 2.755 acres. To achieve this density, the Town's Land Use Plan Unit Determination Chart identifies that the land would have to ultimately be developed as a Planned Unit Development. The provided concept plan for the ultimate site build-out would need to be further revised to comply with this plan consideration and

the current Town zoning requirements. A portion of the site is in the Isolated Natural Resource Area category that allows a maximum of one dwelling unit per five acres. Restrictions protecting the Isolated Natural Resource Area would need to be considered specific to any future land division proposal. From a density standpoint, the immediate proposal to rezone the land to facilitate a division of the acreage into two parcels complies with plan recommendations.

STAFF ANALYSIS:

The petitioner is proposing to rezone a 49.5 acre parcel located at the east end of Norms Rd., which terminates approximately 830' east of C.T.H. "G" (Elmhurst Road). The property contains significant topography, with an existing home and related improvements sitting atop a drumlin that is 70-80' higher than the surrounding lands. The current proposal is to rezone the lands from the Town's A-1 Agricultural District to the A-2 Rural Home District. The A-1 District requires a minimum parcel size of 40 acres, whereas the A-2 District requires a minimum lot area of three acres. The A-2 District requires that subdivisions be developed in accordance with the Town's Planned Unit Development requirements, which would require 40% of the site to be set aside in common open space if the lands were eventually further divided.

As part of the rezoning proceedings, the Town required a concept plan for both the near term proposal to divide the land into two large parcels and for the ultimate full build out of the lands. The two-lot master plan (see Exhibit "A") depicts the property generally being divided on a line that parallels and is just southeast of the existing driveway. There would be a large buildable area outside of the INRA on the proposed southerly lot. The two-lot concept plan shows the potential for a future extension of Norms Road. The future roadway would sever the southerly proposed lot.

The ultimate build out plan (see Exhibit "B") shows eleven large lots with the same east-west road extension and shows a cul-de-sac also extending to the north. Because this concept layout does not provide any common open space, whereas the Town's Land Use Plan and A-2 District requirements would require a minimum of 40% open space to be commonly owned, it appears as though the ultimate buildout plan will need significant revisions. Alternatively, the Town would need to amend the A-2 district requirements in the Town Zoning Ordinance, prior to this concept plan being considered as a subdivision plat. The Waukesha County Planning and Zoning Division Staff have made the Town Planner aware of these constraints. In addition, the eleven lot concept layout does not reserve any common area for stormwater management facilities, nor does the layout appear to properly account for steep slopes with the concept road layout.

STAFF RECOMMENDATION:

The rezoning would allow for future development that is consistent with Town and County Plan recommendations. The proposed road location for the two lot CSM concept plan will accommodate a future build out of the subject parcel and is designed to provide future public road access to the undeveloped lands to the east. Therefore, it is the opinion of the Planning and Zoning Division Staff that this request be **approved**.

Respectfully submitted,

Jason Fruth

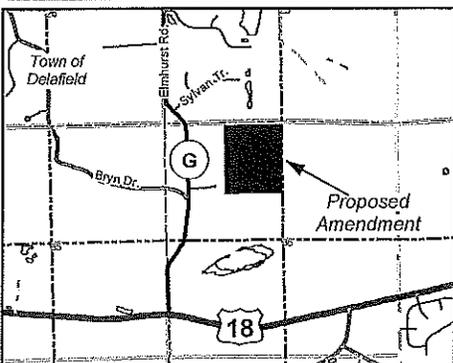
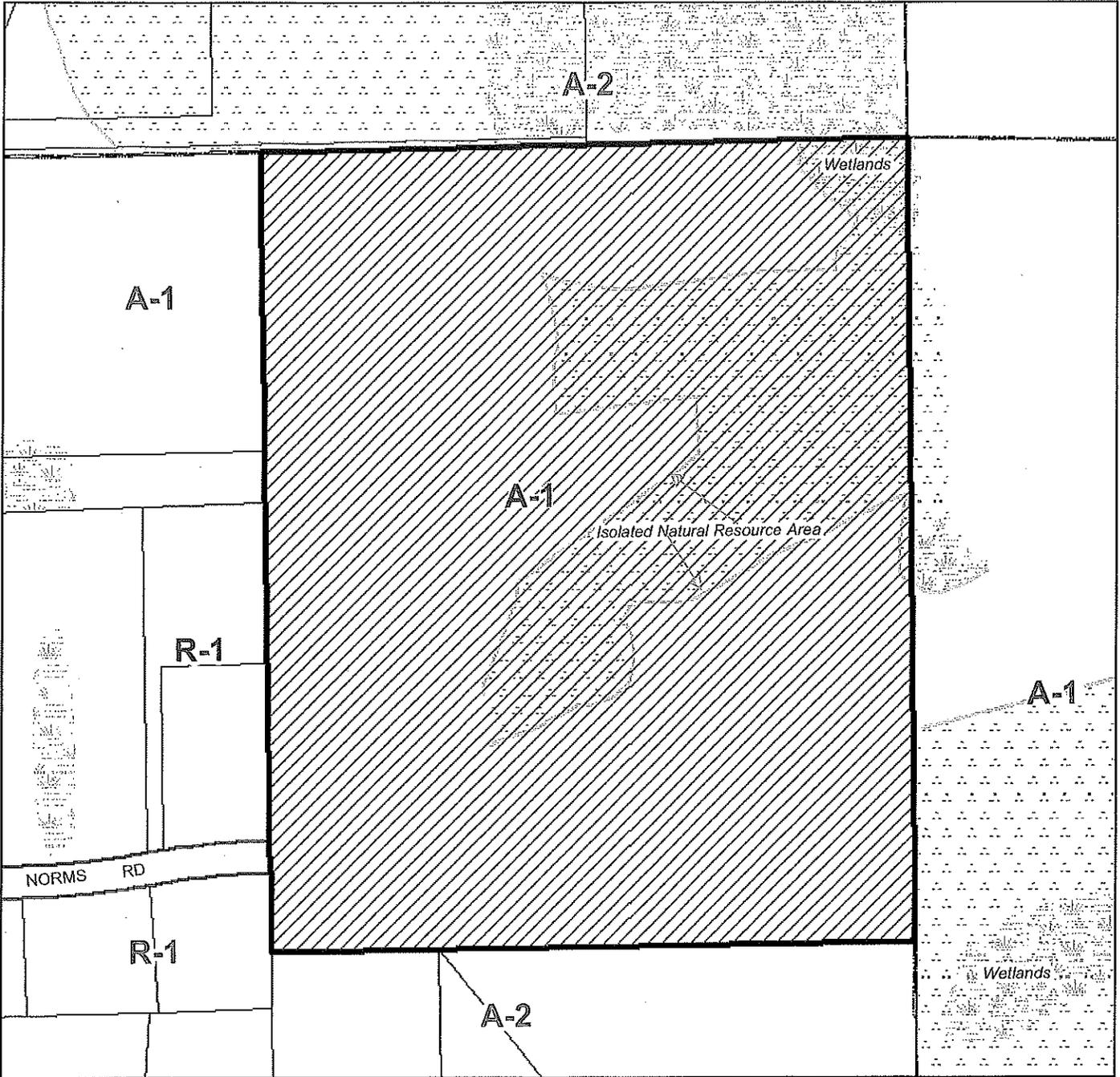
Jason Fruth
Planning and Zoning Manager

Attachments: Map, Town Ordinance and Exhibits "A" and "B"

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ZONING AMENDMENT

PART OF THE NW 1/4 OF SECTION 36
TOWN OF DELAFIELD

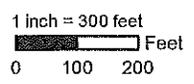


 TOWN ZONING CHANGE FROM A-1 AGRICULTURAL DISTRICT TO A-2 RURAL HOME DISTRICT

FILE NO.....ZT-1843
 PETITIONER.....PEQUET
 DATE OF PLAN COMM. CONSIDERATION.....02/23/17
 AREA OF CHANGE.....49.5 ACRES
 TAX KEY NUMBER.....DELT 0862.999.001



Prepared by the Waukesha County Department of Parks and Land Use



Ordinance No. _____

An Ordinance to amend the Zoning Map of the Town of Delafield from A-1 to A-2 on lands located in the Northeast and Southeast ¼ of the Northwest ¼ of Section 36, Town 7 North Range 18 East, Town of Delafield, Waukesha County Wisconsin

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

Section 1:

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

A part of the Northeast ¼ and Southeast ¼ of the Northwest ¼ of Section 36, Town 7 North, Range 18 East Town of Delafield, Waukesha County, Wisconsin more fully described as follows: Beginning at the North ¼ corner of said Section 36, thence South 00°47'48" East along the East line of said Northwest ¼, 1631.85 feet to the Northeast corner of CSM No. 9811; thence South 88°59'06" West, along the north line of said CSM, 1321.71 feet to the east line of CSM No. 2915; thence North 01°01'06" West along said east line, 587.28 feet to the Northeast corner of Parcel C of said CSM; thence North 00°59'25" West along the east line of CSM No. 6465, and as extended, 1039.45 feet to the North line of said Northwest ¼; thence North 88°45'52" East along said North line, 1327.53 feet to the place of beginning. Said lands containing 2,158,320 square feet (49.548 acres) more or less.

Section 2: Severability.

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

Section 3: Effective Date.

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

This ordinance passed this _____ day of _____, 2016.

BY THE TOWN BOARD OF THE
TOWN OF DELAFIELD:

Lawrence G. Krause, Town Chairman

ATTEST:

Mary T. Elsner
Town Clerk/Treasurer

tgb H:\1161600\Doc\O 161109 Pequet Rezoning.docx

RECEIVED

NOV 23 2016

DEPT OF PARKS & LAND USE

EXHIBIT "A"

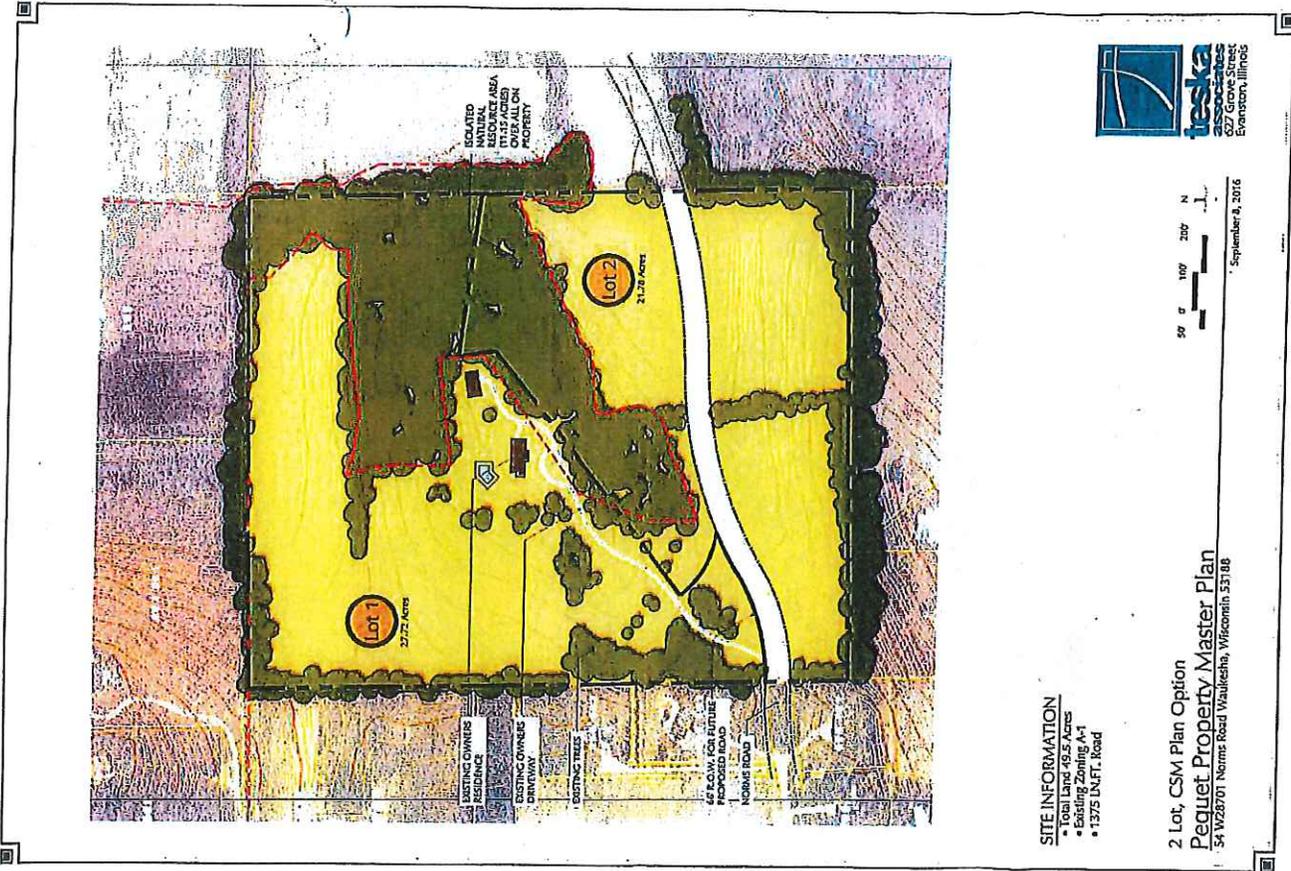
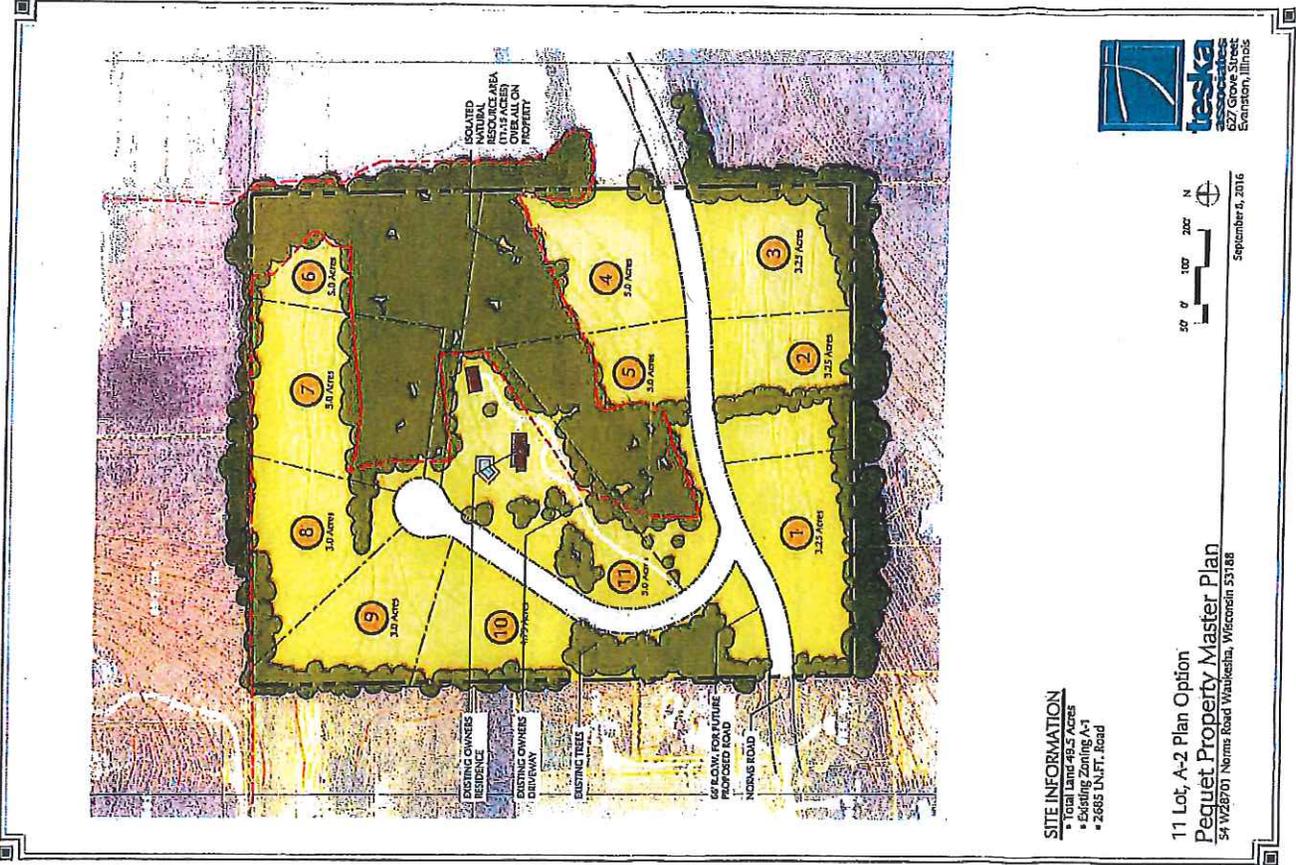


EXHIBIT "B"



1 AMEND THE TEXT OF THE TOWN OF WAUKESHA ZONING CODE TO REPEAL AND
2 RECREATE SECTION 13-2-6 (a) RELATING TO DRAINAGE REGULATIONS (ZT-1846)

3
4
5 WHEREAS, after proper notice was given, a public hearing was held and the subject matter of
6 this Ordinance was approved by the Waukesha Town Board on December 8, 2016, and

7
8 WHEREAS, the matter was referred to and considered by the Waukesha County Park and
9 Planning Commission, which recommended approval and reported that recommendation to the
10 Land Use, Parks and Environment Committee and the Waukesha County Board of Supervisors,
11 as required by Section 60.62, Wis. Stats.

12
13 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
14 that the text of the Town of Waukesha Zoning Code, adopted by the Town of Waukesha on June
15 24, 1979, is hereby amended to repeal and recreate Section 13-2-6 (a) relating to drainage
16 regulations, more specifically described in the "Staff Report and Recommendation" on file in the
17 office of the Waukesha County Department of Parks and Land Use and made a part of this
18 Ordinance by reference ZT-1846, is hereby approved.

19
20 BE IT FURTHER ORDAINED that the Waukesha County Clerk shall file a certified copy of
21 this Ordinance with the Town Clerk of Waukesha.

22
23 BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon passage,
24 approval and publication.

COMMISSION ACTION

The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Town of Waukesha Zoning Code hereby recommends **approval** of ZT-1846 (Curt Bauer) in accordance with the attached "Staff Report and Recommendation".

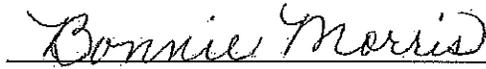
PARK AND PLANNING COMMISSION

February 23, 2017

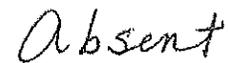

James Siepmann,


Robert Peregrine


Richard Morris (CHAIRPERSON)


Bonnie Morris


William Mitchell


Keith Hammitt

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

DATE: February 23, 2017

FILE NO.: ZT-1846

PETITIONER: Curt Bauer
S62 W22980 Townline Road
Waukesha, WI 53189

NATURE OF REQUEST:
Repeal and re-create Section 13-2-6 (a) of the Town of Waukesha Zoning Code relating to drainage regulations.

PUBLIC HEARING DATE:
December 8, 2016.

PUBLIC REACTION:
None.

TOWN PLAN COMMISSION:
The Town of Waukesha Plan Commission unanimously recommended approval of the proposed request on December 8, 2016.

TOWN BOARD ACTION:
The Town of Waukesha Board unanimously approved the proposed request on December 8, 2016.

ANALYSIS:
The Town of Waukesha is proposing to revise the drainage regulations contained with the Town Zoning Code. The request to amend these provisions was initiated by a private property owner. The Town's existing drainage provisions require a two-foot separation between basement floors and the highest anticipated seasonal ground water level. The County Stormwater and Erosion Control Ordinance, which is administered within the Town of Waukesha and eight other towns, has required a minimum one-foot separation since 2005. County technical standards for basement/groundwater separation were last refined in 2014 to allow for exposed basements to meet the one-foot separation requirements via "drain to daylight" methodology. Many of the towns within the County similarly regulate a one-foot basement/groundwater separation. The proposed language is very similar to that recently adopted by the Town of Vernon.

The proposed language requires compliance with the Waukesha County Stormwater and Erosion Control Ordinance technical procedures and forms for ground water separation. The existing Town provisions contain language that had become dated relative to the techniques used to assess estimated seasonal high ground water levels. The proposed changes provide consistency between the Town Zoning Code and the County technical standards. County Land Resources Staff has expressed confidence that a one-foot separation standard is sound to protect homeowners from groundwater flooding.

It is the opinion of the Planning and Zoning Division Staff that this request be approved. The change to a one-foot groundwater separation eases regulatory burden for property owners while still ensuring adequate protection from high groundwater.

Respectfully submitted,

Jason Fruth

Jason Fruth
Planning Manager

Attachments: Town Ordinance (2016-12)

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ORDINANCE 2016-12

**AN ORDINANCE TO REPEAL AND RECREATE SECTION 13-2-6(a)
OF THE TOWN OF WAUKESHA ZONING CODE
RELATED TO DRAINAGE REGULATIONS**

WHEREAS, the Town has received a Petition from Curt Bauer requesting that the Town amend its Zoning Ordinance to reduce the required groundwater separation for a basement from 2 feet to 1 foot; and

WHEREAS, upon receipt of the petition the Town Clerk scheduled a public hearing to be held jointly by the Town Plan Commission and the Town Board December 8, 2016, pursuant to Section 13-2-22(d); and

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

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

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

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

SECTION 1. Chapter 13 of the Town of Waukesha Municipal Code entitled "Zoning," Chapter 2 entitled "General Provisions," Section 13-2-6 entitled "Drainage Regulations," subsection (a) is hereby repealed and recreated as follows:

SEC. 13-2-6 DRAINAGE REGULATIONS.

- (a) Adequate Drainage Required. In no case may a principal building be located in an area zoned Conservancy or field delineated as wetland. No principal building shall be erected, or relocated, and no below grade structures shall be expanded on newly created or existing lots that are not in compliance with the site drainage

standards contained in the Waukesha County Storm Water Management and Erosion Control Ordinance, including all county technical procedures and forms used to enforce these standards (Chapter 14:342(c)). The lowest floor, including any basement floor, shall not be less than one (1) foot above the highest seasonal groundwater level. For the purposes of this Section, the highest groundwater level is defined as the upper limit of the zone of soil saturation caused by underlying groundwater at its highest level. Where groundwater limitations exist, subdivision plats and certified survey maps shall state the lowest allowed floor elevation for any proposed principal structure as needed to ensure compliance with the above noted site drainage standards. All basement elevations must comply with the subdivision plat or certified survey map master grading plan or with the master grading plan referenced on the subdivision plat or certified survey map. The Town Building Inspector and/or Town Engineer may request at the owner's expense the advice and assistance of a licensed professional engineer specializing in soils engineering or other qualified person in fulfilling their duties pursuant to this provision. Building, drainage, grading or other similar plans may be required to determine compliance with this Section. The Town accepts no liability for construction activities involving groundwater limitations and property owners are solely responsible for protecting their interests in this regard.

SECTION 2. SEVERABILITY.

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

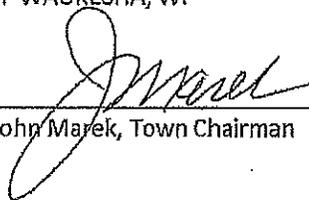
SECTION 3. EFFECTIVE DATE.

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

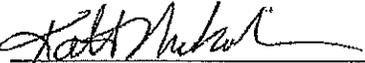
Passed and approved this 8th day of December, 2016.

TOWN OF WAUKESHA, WI

By:


John Marek, Town Chairman

ATTEST:


Kathy Nickolaus, Town Clerk-Treasurer

RECEIVED
1/6/2017
DEPT OF PARKS &
LAND USE

1 MODIFY SPEED ZONE ON COUNTY TRUNK HIGHWAY NN
2
3

4 WHEREAS, Wisconsin Statute Section 349.11 permits local authorities to establish speed zones
5 within certain guidelines, and
6

7 WHEREAS, in response to public inquires and a review of vehicle speeds and collisions along
8 this segment of highway, the Waukesha County Department of Public Works finds it appropriate
9 to reduce the speed limit from 55 mph to 50 mph in both directions of County Trunk Highway
10 NN between its intersection with Sprague Road in the Town of Eagle and its intersection with
11 Pinehurst Drive in the Town of Mukwonago.
12

13 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
14 that that the speed zone along both directions of County Trunk Highway NN in the Town of
15 Eagle and in the Town of Mukwonago is modified to be fifty (50) miles per hour between its
16 intersection with Sprague Road and its intersection with Pinehurst Drive.
17

18 BE IT FURTHER ORDAINED that this ordinance rescinds all previous speed restrictions for the
19 above-described portion of the County Trunk Highway System.

Paul Farrow
County Executive

Allison Bussler
Director

TO: Waukesha County Board of Supervisors
CC: Allison Bussler, Gary Evans, Mark Mader
FROM: Bruce Barnes, P.E., PTOE
SUBJECT: Proposed reduction of CTH NN posted speed limit between Sprague Road & Pinehurst Drive

CTH NN existing speed limits in the Town of Eagle and Town of Mukwonago, between the Villages of Eagle and Mukwonago, were reviewed in response to numerous requests during this past year from the public, County Supervisor Darlene Johnson and the Village of Mukwonago Police Department for reducing its speed limits. Vehicle speeds were sampled at 10 locations for evaluating with traffic counts and collisions recorded along this 7.0-mile long segment of 2-lane rural highway.

Lowering the CTH NN existing 55-MPH speed limit by 5 MPH is recommended between Sprague Road & Pinehurst Drive to a 50-MPH posted speed limit. This 4.3-mile segment of CTH NN has only one 55-mph speed limit sign posted at its east and west ends, so additional regulatory signs should be installed as part of this recommended speed limit. The attached exhibit shows the CTH NN observed speeds, traffic volumes and relatively high rate of serious collisions. 77 collisions (14/year average) were reported along CTH NN between Sprague Road & Pinehurst Drive that generally involved errant vehicles during Jan 2011-June 2016 (5.5-year period). 73% of these reported collisions involved State of Wisconsin rules of the road citations, with 56% having violations specifically for:

- Failure to keep vehicle under control
- Inattentive driving
- Too fast for conditions

The crash rate along this segment of CTH NN is significantly greater than the statewide average for 2-lane rural highways having similar traffic volumes. A fatal motorcycle accident and some other serious collisions also have occurred in this area since June 2016. The 85th-percentile vehicle speeds between Sprague Road & Pinehurst Drive were 4-5 MPH faster than its 55-MPH speed limit. The relatively narrow highway shoulders along about 2/3 of this CTH NN segment also could contribute to the more frequent number of errant vehicle and vehicle sideswipe collisions. Turning movement collisions are not frequent at side streets in this area.

Traffic conditions are different along other parts of CTH NN with respect to existing posted speed limits. Crashes in the Village of Eagle are generally associated with several local cross streets along its 25 MPH speed zone. Crashes in the Village of Mukwonago are generally associated with traffic congestion during short time periods immediately prior to and after Mukwonago High School hours. 72% of the 77 collisions recorded east of Pinehurst Drive had included citations for inattentive driving and 34% had citations for following too close behind other vehicles.

Statewide Average Crashes
(per 100-million vehicle miles travelled)
for traffic volumes on 2-lane rural highways

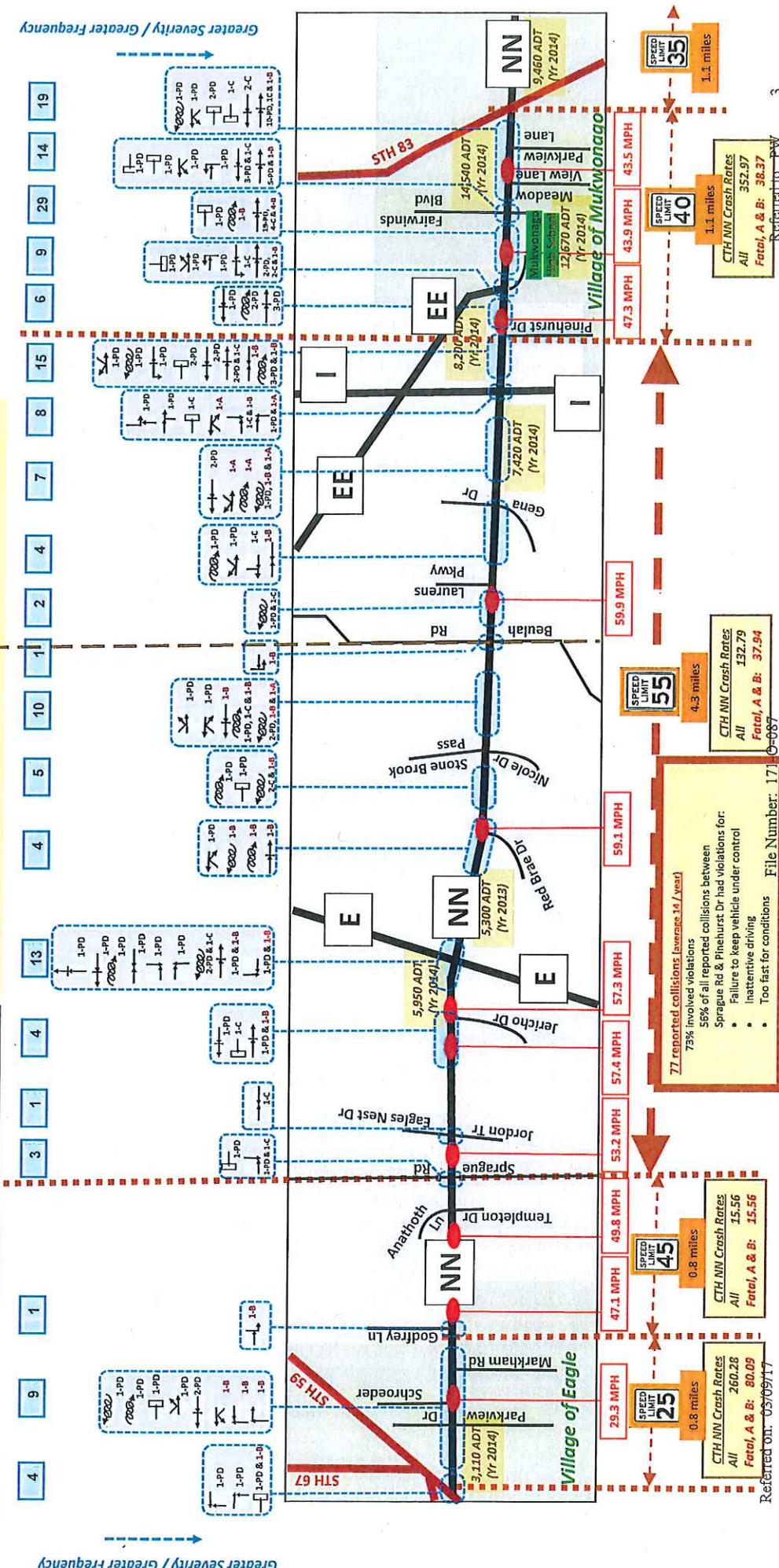
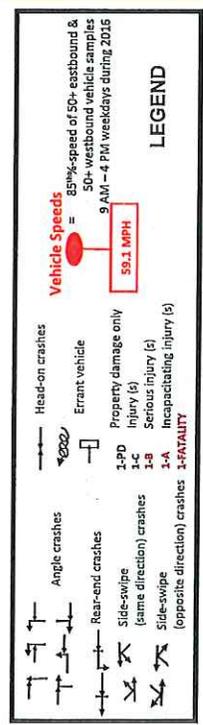
2,000 < ADT < 7,000 79.87
7,000 < ADT 88.47

Highway Segment Crash Rate
for ALL collisions 17.37

Highway Segment Crash Rate
for fatal, incapacitating (A) or
serious injury (B) collisions 17.75

Highway Segment Crash Rate =
[(collisions/year) * 100,000,000] / [365 * ADT * segment length] =

Highway Segment KAB Crash Rate =
[(KAB collisions/year) * 100,000,000] / [365 * ADT * segment length] =



77 reported collisions (average 14 / year)
75% involved violations
56% of all reported collisions between Sprague Rd & Pinehurst Dr had violations for:

- Failure to keep vehicle under control
- Inattentive driving
- Too fast for conditions

File Number: 171-0-087

Table 1
Speed Limits and Authority to Change

Fixed Limits – Statute 346.57(4) ^(a)	Local Government Authority ^(b) – Statute 349.11(3) and (7) ^(a)
65 mph – Freeway / Expressway	WisDOT only.
55 mph – State Trunk Highways (STHs)	WisDOT only.
55 mph – County Trunk Highways (CTHs), town roads	Lower the speed limit by 10 MPH or less.
45 mph – Rustic roads	Lower the speed limit by 15 MPH or less.
35 mph – Town road (1,000' min) with 150' driveway spacing	Lower the speed limit by 10 MPH or less.
25 mph – Inside corporate limits of a city or village (other than outlying district)	Raise the speed limit to 55 mph or less. Lower the speed limit by 10 mph or less.
35 mph – Outlying district ^(c) within city or village limits	Raise the speed limit to 55 mph or less. Lower the speed limit by 10 mph or less
35 mph – Semi-urban district ^(d) outside corporate limits of a city or village	Raise the speed limit to 55 mph or less. Lower the speed limit by 10 mph or less.
15 mph – School zone, when conditions are met	Raise the speed limit to that of the roadway. Lower the speed limit by 10 MPH or less.
15 mph – School crossing, when conditions are met	Raise the speed limit to that of the adjacent street. Lower the speed limit by 10 MPH or less.
15 mph – Pedestrian safety zone with public transit vehicle stopped	No changes permitted.
15 mph – Alley	Lower by 10 MPH or less.
15 mph – Street or town road adjacent to a public park	Lower by 10 MPH or less.
Construction or maintenance zones, as appropriate ^(e)	State and local agencies have authority to establish.

Notes:

- (a) Source: Updated 2007-2008 Wisconsin Statutes Database
- (b) All speed limit changes **shall** be based on a traffic engineering study, including modifications allowed under State Statute. Local governments can implement speed limit changes on the local road system without WisDOT approval when proposals are within the constraints identified above.
- (c) Per Statute 346.57(1)(ar) “outlying district” is an area contiguous to any highway within the corporate limits of a city or village where on each side of the highway within any 1,000 feet buildings are spaced on average more than 200 feet apart.
- (d) Per Statute 346.57(1)(b) “semiurban district” is an area contiguous to any highway where on either or both sides of the highway within any 1,000 feet buildings are spaced on average less than 200 feet apart.
- (e) Guidance on establishing speed limits in work zones is available in https://trust.dot.state.wi.us/extntgtwy/dtid_bho/extranet/manuals/tgm/13/13-05-06.pdf.

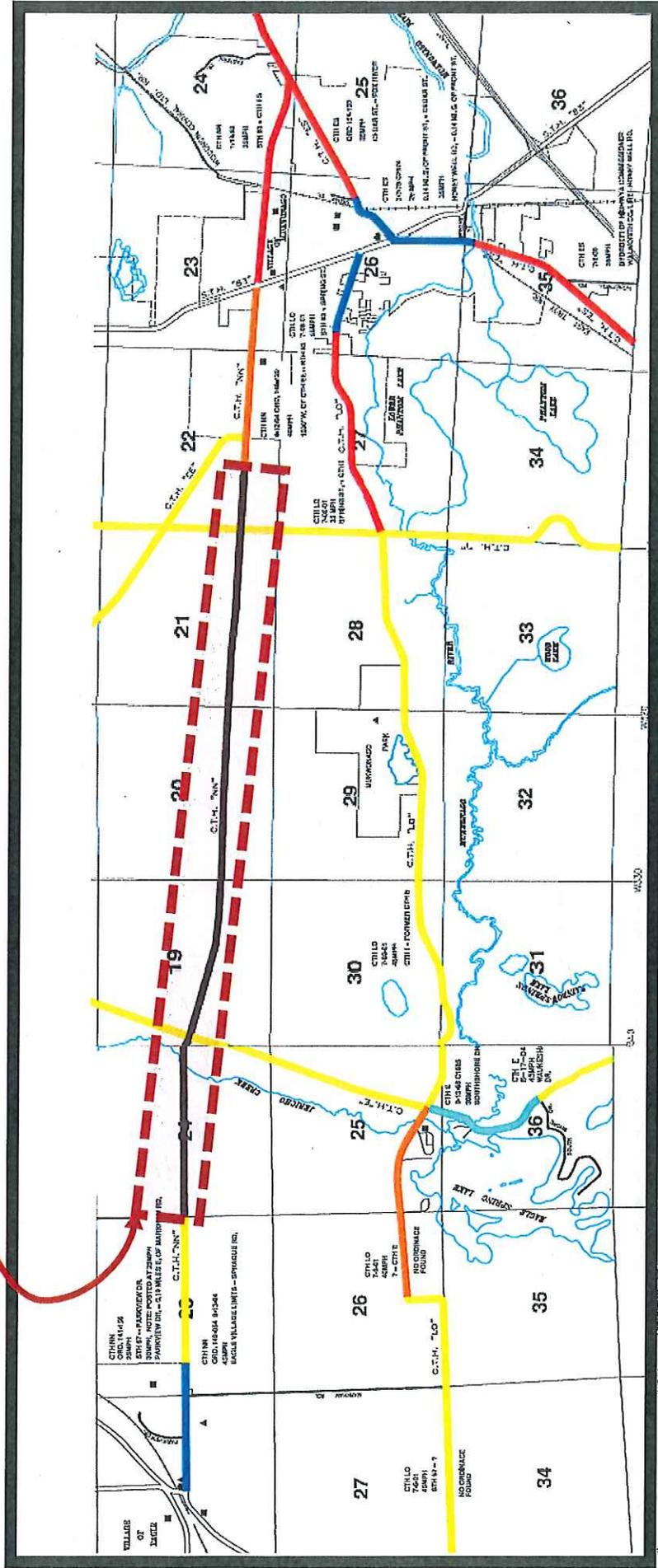
Modified from original found in WisDOT Traffic Guidelines Manual, Chapter 13-5-1, Figure 1, June 2009.

Exhibit E

CTH NN, Sprague Road to Pinehurst Drive

Waukesha County Town of Eagle & Town of Mukwonago

55 MPH Existing Posted Speed Limit



55 MPH
 50 MPH
 45 MPH
 40 MPH
 35 MPH
 30 MPH
 25 MPH

SCHOOLS
 GOVERNMENT WALLS
 STATE OWNED LAND
 PARS AND WOODS
 WAUKESHA COUNTY PARKS
 WAUKESHA COUNTY PARK & PLANNING DEPARTMENT
 PREPARED BY: JANUARY 1984
 AUGUST 1984
 MARCH 1989



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: March 8, 2016
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Reappointment of County Board Supervisor to the Health and Human Services Board

I am pleased to submit to the County Board for your consideration, the reappointment of Waukesha County Board Supervisor Christine Howard to the Health and Human Services Board. Her term will expire in April of 2020.

Thank you

PF:kb

cc: Kathleen O. Novack
Antwayne Robertson

1 APPROVE NORTHVIEW TOWER AND GROUND
2 SPACE LEASE WITH US CELLULAR
3
4

5 WHEREAS, Waukesha County and United States Cellular Operating Company LLC, a
6 Delaware limited liability company, ("USCC") are parties to a certain lease agreement dated
7 November 1, 1997 (the "Current Lease") whereby USCC leases certain space from the County at
8 1210 Northview Road in the City of Waukesha for the operation of a cell tower site, and
9

10 WHEREAS, the Current Lease expires October 31, 2017 at which time the tower becomes
11 property of the County and USCC desires to enter into a new lease with the County for
12 attachment locations upon the County-owned tower and additional ground space for USCC's
13 cellular common carrier mobile radio base station operations, including related
14 telecommunications functions, and
15

16 WHEREAS, the County is willing to lease the tower and ground space to USCC upon the terms
17 and conditions set forth the proposed Tower and Ground Space Lease commencing November 1,
18 2017.
19

20 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
21 that the Tower and Ground Space Lease between Waukesha County and United States Cellular
22 Operating Company LLC on file with the Department of Emergency Preparedness for use of the
23 Northview tower and surrounding lands as a cellular tower site is hereby approved.
24

25 BE IT FURTHER ORDAINED that the Director of Emergency Preparedness or his designee is
26 authorized to execute the Tower and Ground Space Lease and any other documents necessary to
27 effectuate the intent thereof.

FISCAL NOTE

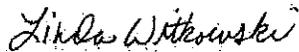
APPROVE NORTHVIEW TOWER AND GROUND
SPACE LEASE WITH US CELLULAR

This ordinance approves an agreement between the County and US Cellular Operating Company, LLC for the continued lease of the Northview tower and ground space for use as a cellular tower, effective November 1, 2017 for a period of five years. According to Emergency Preparedness management, based upon a recent review of lease agreements involving County cellular towers, and tower agreements in similar areas, the annual lease is reduced \$5,500 from the previous year, bringing the total US Cellular rent for this site to \$27,230 in 2017. The rent received from US Cellular shall be increased 4% annually during the duration of the lease agreement and any subsequent renewals.

The agreement also allows for the extension of the lease to allow for four automatic 5-year renewal periods (unless terminated by the County or US Cellular based on contract terms), possibly extending the contract through 2042.

Upon commencement of the agreement, the County will assume ownership of the tower and ground space, previously owned by US Cellular. According to Emergency Preparedness management, this will allow the County to lease space to additional cellular companies at the site, resulting in additional rental revenue.

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



Linda G. Witkowski

Budget Manager

3/6/2017

TOWER AND GROUND SPACE LEASE

This Tower and Ground Space Lease (the "Lease") is made by and between Waukesha County, a municipal corporation, whose address is, 515 W. Moreland Blvd., Waukesha, Wisconsin 53188, hereinafter referred to as "Landlord", and United States Cellular Operating Company LLC, a Delaware limited liability company, Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as "Tenant".

WHEREAS, Landlord owns a telecommunications tower (the "Tower") located on a parcel of land (the "Site"), at a Latitude of 43 02 03.60 and Longitude 88 14 45.11 (NAD 83), with an address of 1210 Northview Road in the City of, Waukesha, in Waukesha County, State of Wisconsin, as such Site is legally described on Exhibit A attached hereto and made a part hereof.

WHEREAS, Tenant desires to occupy, and Landlord is willing to provide, attachment locations upon the Tower and Ground Space (as hereinafter defined) at the Site for Tenant's cellular common carrier mobile radio base station operations, including related telecommunications functions.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Grant of Lease.

- a. Landlord hereby grants to Tenant the following described premises (the "Premises") together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Site:
 - (i) Attachment locations upon the Tower at a height of One Hundred Ten feet (110') for the placement and affixing of nine (9) cellular antennas, at the heights and orientations shown on Exhibit B attached hereto;
 - (ii) A parcel of ground space adjacent to the base of the Tower, measuring approximately Twelve (12) feet by Twenty Four (24) feet as shown on Exhibit C attached hereto (the "Ground Space"), for the placement of a radio station equipment shelter ("Tenant's Building") upon a poured concrete foundation.

- b. Prior to the Commencement Date (as hereinafter defined) of this Lease, Tenant and its agents, and other representatives will have the right to enter upon the Site to inspect and examine the Site (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Site that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Site, the environmental history of the Site, Landlord's title to the Site, and the

feasibility or suitability of the Site for Tenant's permitted use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Site, whether or not such defect or condition is disclosed by Tenant's inspection, except to the extent caused or contributed to by Tenant's prior occupancy of the Site.

2. Easements. Landlord hereby confers upon Tenant the following described nonexclusive easement appurtenant to the Premises, which shall be irrevocable for the duration hereof:
 - a. The right to place and affix such lines, conduits, connections, devices, and equipment for the transmission, reception, encryption and translation of voice and data signals by means of radio frequency energy and landline carriage, including lines for signal carriage between the Ground Space and the Tower Space (all such items, along with the items attached on Exhibit B hereto, are collectively referred to herein as the "Equipment"), as Tenant deems necessary or desirable for the conduct of Tenant's business, subject to Landlord's prior consent to any changes which Tenant may from time to time propose to make to said Equipment as provided in Section 11, which consent shall not unreasonably be withheld or delayed;
 - b. The right to extend and connect utility lines between Tenant's Building and suitable utility company service connection points;
 - c. The right to travel between the Premises and the public road over paved portions of the Site and other routes which Landlord is entitled to use; and
 - d. The rights to traverse other paved portions of the Site as is reasonably necessary to access, repair and maintain the Premises or otherwise to accomplish Tenant's purposes as contemplated herein.
3. Use of Premises. Tenant shall be entitled to use the Premises to install, operate, and maintain thereon a cellular common carrier mobile radio base station, including system networking, station control, back-up power devices, legally required signage and performance monitoring functions, but for no other use or purpose. Tenant's use of the Premises shall at all times comply with and conform to all laws and regulations applicable thereto.
4. Initial Term. In the event Tenant, in Tenant's sole discretion, exercises the Option, the initial Lease term will be five (5) years (the "Initial Term"), commencing upon the Commencement Date (as hereinafter defined below) and terminating at midnight on the day in which the fifth (5th) anniversary of the Commencement Date falls.
5. Option to Renew. The Initial Term of this Lease shall automatically extend for up to four (4) additional terms of five (5) years each (each, a "Renewal Term(s)"), upon a continuation of all the same provisions hereof, provided that Tenant is not in default of the Lease unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease at least one hundred eighty (180) days before the expiration of the Initial or any Renewal Term.
6. Option to Terminate. This Lease may be terminated for any reason by Tenant upon ninety (90) days prior written notice of the termination date ("Termination Date") to the Landlord and payment of a termination fee of the equivalent of one (1) years Rent by the Termination

Date. Any amount of unamortized Rent paid by the Tenant to the Landlord will be applied to the termination fee.

7. Rent. Commencing on November 1, 2017 (the "Commencement Date"), Tenant shall pay Rent to Landlord in the amount of Twenty-Seven Thousand Two Hundred Thirty and 00/100 Dollars (\$27,230.00), the first payment of which shall be due within thirty (30) days of the Commencement Date, and annual installments thereafter shall be paid on the annual anniversary of the Commencement Date, provided that Landlord shall submit to Tenant a complete and accurate IRS form W9 prior to Tenant's first payment of Rent. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Rent on behalf of the Landlord. Rent will be prorated for any partial month. Any change to the Payee must be requested in accordance with the Notice provision herein, and a new IRS form W9 must be supplied prior to payment by Tenant to the new Payee.
8. Adjusted Rent. On every anniversary of the Commencement Date, throughout the duration of the Lease as renewed and extended, the Rent shall be increased by four percent (4%) over the previous year's Rent.
9. Tenant's Personal Property. Landlord acknowledges and agrees that all of Tenant's Equipment and other personal property of Tenant kept or stored on the Premises by Tenant constitute personal property, not real property, and shall continue to be the personal and exclusive property of Tenant, and neither Landlord nor any person claiming by, through or under Landlord shall have any right, title or interest (including without limitation, a security interest) in Tenant's Equipment. Tenant, and Tenant's successors in interest, shall have the right to remove Tenant's Equipment at any time during the Term of this Lease or its earlier termination. However, any removal during the Term of this Lease shall not relieve the Tenant's obligation to pay Rent. With respect to the holder of any mortgage, deed of trust or other lien affecting Landlord's interest in the Premises, whether existing as of the date hereof or arising hereafter, Landlord and Tenant hereby agree, acknowledge and declare that Tenant's Equipment is now and shall at all times hereafter remain the personal and exclusive property of Tenant. The parties further acknowledge and agree that Landlord shall have no right or authority to grant a lien upon or security interest in any of Tenant's Equipment.
10. Tower Maintenance.
 - a. Landlord represents that it has the right and responsibility to repair and maintain the Tower and surrounding property, including but not limited to, snow removal. If the Tower is damaged for any reason, other than by reason of the willful misconduct or negligent act of Tenant or its agents, so as to render it substantially unusable for Tenant's intended use, the Rent shall abate until Landlord, at Landlord's expense, restores the Tower to its condition prior to such damage; provided, however, in the event Landlord fails to repair the Tower within seven (7) days following the date of such damage, Tenant shall have the right to terminate this Lease by giving Landlord written notice thereof, as long as Tenant has not resumed operations upon the Premises.

- b. Notwithstanding the Landlord's obligation to repair and maintain the Tower and surrounding property, it shall be Tenant's sole obligation to repair any damage to the Site, Tower or Premises caused by it or its agent's acts.
 - c. If applicable, Landlord shall have the right to request Tenant's relocation once during any ten (10) year period for the purpose of completing general maintenance or painting to or on the Tower, so long as Landlord provides Tenant with six (6) months advance notice in writing to Tenant. This notice requirement shall not affect any situation where Landlord must request Tenant's relocation in the event of an emergency as necessary to protect the health, safety, and welfare of visitors or Landlord's other tenants. In the event of a relocation request under this Section, Tenant agrees to cover the costs of relocating its equipment. If such approval is to include going through any permitting process of the Landlord, Landlord shall waive any permit fees for Tenant for its reinstallation. Landlord shall provide space satisfactory to Tenant in the location shown in the Site Drawing attached hereto as Exhibit C in order for Tenant to operate temporary cellular facilities during the course of any maintenance that cannot be completed without Tenant's relocation. Landlord shall take all steps possible to ensure that Tenant is off the Tower for the minimum length of time possible.
11. Equipment Improvements and Tower Modifications. Notwithstanding any other provision of this Lease, Tenant may, at its expense, make such improvements within or upon the Premises that are consistent with Tenant's use authorized under Section 3 above. Improvements that result in additional equipment (beyond that identified in Exhibit B), changes to the space requirements identified in Exhibit C, or changes in configuration, placement or number of antennas or feedlines are subject to prior approval by the Landlord. Landlord's approval may be conditioned upon increased rent and/or tower modifications. Repairs to existing equipment or replacements with identical equipment will not be subject to Landlord's prior consent. Tenant's modifications will be performed at the sole cost and expense of Tenant shall be performed to ensure the Tower remains structurally sound and the Tower's then-existing reserve capacity is maintained.
12. Aviation Hazard Marking. Landlord agrees to be solely responsible for full compliance, at all times, with the Tower marking, lighting, maintenance, inspection, recording, registration, and notification requirements of the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA"). Notwithstanding the foregoing, in the event that Tenant's Equipment causes the Site to be out of compliance with FCC or FAA regulations, Tenant shall take immediate action to remedy the violation and shall be wholly responsible for all costs associated therewith, including any monetary penalties assessed.
13. FCC and FAA Tower Registration. Landlord warrants to Tenant that the Tower has been registered by the tower owner with the FCC and the FAA, if required by the FCC and the FAA. Additionally, Landlord warrants to Tenant that in the event the FCC or the FAA requires the Tower to be registered during the Term of this Lease or any extensions thereof, Landlord shall ensure that the tower owner shall take all necessary actions to register the Tower. Landlord shall provide Tenant with a copy of the FCC and FAA tower registration.

14. Utilities. Landlord shall ensure that utility services are accessible and available at the Site for Tenant's intended use. Tenant shall be responsible for the separate metering, billing, and payment of the utility services consumed by its operations.
15. Taxes. Tenant shall pay prior to delinquency any personal property taxes levied against Tenant's Building and Tenant's Equipment. Landlord shall pay prior to delinquency any real estate taxes and assessments attributable to the land underlying the Site, and any personal property taxes levied against the Tower, and any other of Landlord's equipment or property, except to the extent that assessments are attributable to the actions or operations of the Tenant, in which instance Tenant shall be responsible for the prompt and timely paying of such amounts.
16. Access. Tenant shall have unrestricted access to the Premises at all hours of the day and night, subject to such reasonable rules and regulations as Landlord may impose.
17. Compliance with Laws. Subject to Sections 12 & 13, Tenant shall, at Tenant's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction over the Premises and Tenant's operations thereupon.
18. Indemnification.
 - a. To the extent permitted by law, Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, losses, costs, expenses, or damages from a third party, arising from or relating to:
 - (i) The negligence or willful misconduct of Tenant, or its agents, employees, or contractors; or
 - (ii) Any material breach by Tenant of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Tenant will have no liability to Landlord to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Landlord, or of Landlord's agents, employees or contractors.
 - (iii) Any and all liability related to or associated with real or perceived health threats or risks associated with exposure to electromagnetic fields (EMFs) or radio frequencies (RFs), unless such EMFs or RFs are proven to be those emitted by equipment placed on the Tower by Landlord or another tenant. Landlord agrees to include this provision in any agreement with another tenant for the lease of space on the Tower.
 - b. To the extent permitted by law, Landlord agrees to defend, indemnify and save harmless Tenant from and against all claims, losses, costs, expenses, or damages from a third party, arising from
 - (i) The negligence or willful misconduct of Landlord or its agents, employees, or contractors; or

- (ii) Any material breach by Landlord of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Landlord will have no liability to Tenant to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Tenant, or of Tenant's, agents, employees or contractors.
 - (iii) Notwithstanding the foregoing, nothing in this Lease, including but not limited to the indemnification terms, shall in any way constitute a waiver by Landlord of any immunity, liability limitation, limitation on the amount recoverable, or other protections if available to Landlord under Section 893.80 of the Wisconsin Statutes or any other applicable statute or law.
- c. All indemnification obligations under this Lease shall survive the expiration, earlier termination or assignment of this Lease.

19. Insurance.

- a. *Liability Insurance:* Tenant agrees that it will at all times during the term of this Lease keep in force and effect insurance policies as outlined below, issued by a company or companies licensed to do business in the state of Wisconsin., Tenant will annually furnish the Landlord with a Certificate of Insurance. The Certificate will reference this Lease and worker's compensation and property insurance waivers of subrogation required by this Lease. Tenant shall endeavor to give Landlord thirty (30) days prior notice of any cancellation or nonrenewal of insurance.
- b. *Worker's Compensation and Employers' Liability Insurance:* Statutory worker's compensation benefits and employers' liability insurance in the statutory required amounts.
- c. *Commercial General Liability Insurance:* Policy will be written to provide coverage for bodily injury, death or damage to personal property and limits of liability not less than \$1,000,000 general aggregate, \$1,000,000 products/completed operations aggregate, \$1,000,000 personal injury, \$1,000,000 each occurrence. Coverage shall not exclude claims or suits that arise from the effects of electromagnetic fields or radiation. Waukesha County, its boards, commissions, agencies, officers, employees and representatives shall be named as additional insured and so stated on the Certificate of insurance.
- d. *Automobile Liability Insurance:* Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.
- e. *Umbrella Liability Insurance:* Coverage to be in excess of employers' liability, commercial general liability, and automobile liability insurance required above with limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate. Waukesha County, its boards, commissions, agencies, officers, employees and

representatives shall be named as additional insured and so stated on the Certificate of insurance.

- f. *Worker's Compensation Waiver of Subrogation:* The Landlord will not be liable to Tenant or its employees for any injuries to Lessee's employees arising out of or in connection with the grant of this Lease including any and all work of any type which Tenant performs upon the Site subject to this Lease such as during equipment installation, alteration, modification, improvement, maintenance, repair, replacement, or use, or ingress or egress to or from the Site unless caused solely by the negligence or willful misconduct of the Landlord.
 - g. Landlord shall maintain general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). Landlord shall have the right to self-insure.
 - h. Tenant will waive any and all rights of recovery from the Landlord for worker's compensation claims made by its employees and will obtain such waiver from its worker's compensation insurer. Tenant agrees that the indemnification and hold harmless provisions within this Lease extend to any such claims brought by or on behalf of any employee of the Tenant.
20. Interference. As of the Lease Commencement Date, the Tenant is the only occupant of the Tower and shall be responsible for resolving, at its own expense, any technical interference problems that may exist at the Site as of the Lease Commencement Date. Thereafter, if the Landlord leases or licenses space to another party, the Landlord shall not use, nor shall Landlord permit its tenants to use, any portion of the Tower or the Site in any way which interferes with the Tenant's Equipment then in place on the Premises or Tenant's full enjoyment of its rights hereunder. Such interference shall be deemed a material breach by Landlord, and Landlord shall have the responsibility to promptly cause any such interference to be eliminated. If said interference cannot be eliminated within twenty-four (24) hours after receipt of notice that such interference is occurring, Landlord shall discontinue or cause to be discontinued the operation of any equipment causing the interference until the same can be corrected. In the event any such interference does not cease promptly after Landlord's receipt of notice of said interference, Tenant shall have the right, in addition to any other right that it may have at law or in equity, to terminate this Lease. Notwithstanding the foregoing, if at any time during the term of this Lease, Tenant desires to place equipment upon the Premises other than or in addition to the Equipment identified herein or Exhibit B hereto, it shall be Tenant's sole obligation to resolve any interference with equipment then located upon the Site.
21. Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure. If Landlord or Tenant fails to comply with any provision of this Lease, the other party shall serve written notice of such failure upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the

defaulting party shall undertake and diligently pursue a cure of such failure at its sole cost and expense. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing. Any failure to cure the default shall entitle the non-defaulting party to terminate this Lease. This Section shall not apply in the case of interference, which instead shall require immediate and effective curative action in accordance with Section 20 hereof.

22. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Initial Lease Term and any Renewal Term, if any, as the case may be, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.
23. Title, Access and Authority. Landlord covenants and warrants to Tenant that Landlord presently owns the fee simple interest in and to the Site; that the Premises are served by legal access from a public way; that Landlord is duly authorized and empowered to enter into this Lease; and that the person executing this Lease on behalf of the Landlord warrants himself to be duly authorized to bind the Landlord hereto.
24. Assignment of Tenant's Interest. Tenant shall have no right to sublet any portion of the Premises. Tenant will not assign or transfer this Lease without the prior written consent of the Landlord. Notwithstanding the above, Tenant may assign this Lease without the Landlord's prior written consent to any party controlling, controlled by or under common control with Tenant or to any party which acquires substantially all of the assets of Tenant. Any assignment shall require the assignee to take the Lease subject to all thereof, including all insurance and indemnification provisions.
25. Compliance with FCC Radio Frequency Emissions Requirements.
 - a. It shall be the responsibility of Tenant to ensure that Tenant's use, installation, or modification of Equipment at the Site does not cause radio frequency exposure levels of all the existing equipment located at the Site and in the surrounding vicinity (including the communications equipment, Landlord's equipment, and all other transmitting equipment in the vicinity) to exceed those levels permitted by the FCC. Landlord shall require other tenants installing equipment after the installation of the communications equipment to bear the same responsibility.
 - b. Tenant agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Tower in non-compliance, Tenant will cooperate with Landlord and other users of the Tower to bring the Tower into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Tower into compliance.
26. Subordination. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in writing and otherwise in form and substance reasonably satisfactory to Tenant. Further, Landlord agrees to promptly have any mortgagee or trustee which has a mortgage or trust deed currently placed on the Premises execute a non-disturbance agreement in a form reasonably satisfactory to Tenant.

27. Inspections. Tenant represents that it has inspected the portions of the Site subject to this Lease that it intends to use and that it is safe and reasonably suited for the purposes set forth herein. Landlord reserves the right to enter upon and have access to Tenant's Building at any reasonable time upon reasonable advance written notice, and with Tenant present at the time of the inspection, for the purpose of making any inspection it may deem expedient to the proper enforcement of the covenants or conditions of this Lease.
28. Safety. Tenant shall maintain the Premises and its improvements, including Tenant's Building, in safe and good order and shall conduct any and all work at the Site in a neat and workmanlike manner consistent with good safety and engineering practices and in compliance with all local, state and federal laws. Tenant shall not perform any acts or carry on any practices upon the Site which may endanger or injure the Site or surrounding area or any person or be a nuisance or menace to adjoining property owners and shall keep the Site free and clear of debris, rubbish, junk and garbage. In the event that Tenant's Equipment causes damage to property owned by the Landlord or any other entity with property on the Tower or at the Site, Tenant and/or Tenant's property insurer shall be financially liable for all repairs or replacement of damaged property.
29. Notices. Any notice, request or demand required or permitted to be given pursuant to this Lease shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is five (5) days after deposit in the United States mail, as the case may be.

TENANT: United States Cellular Operating Company LLC
Attention: Real Estate Lease Administration
8410 West Bryn Mawr Avenue
Chicago, Illinois 60631
Phone: 1-866-573-4544

LANDLORD: Waukesha County
Radio Services
Attention: Chris Petterson
2120 Davidson Road
Waukesha, Wisconsin 53186
Phone: 262-548-7600

With copy to:

Waukesha County Corporation Counsel
515 W. Moreland Blvd., Room AC 330

30. Damage or Destruction. If any portion of the Site, Tower or Premises are materially damaged so as to be no longer useful for Tenant's purposes or destroyed due to any accident or casualty during the Term of this Lease, and if the Landlord chooses not to repair or rebuild, then this Lease and Tenant's liability for payment of Rent shall terminate as of the date of the damage or destruction. However, if the Landlord chooses to repair or rebuild following such loss, the Landlord shall notify Tenant in writing and then Tenant may choose, by written notice to the Landlord within sixty (60) days following receipt of notice of Landlord's election, between (a) keeping this Lease in full force and effect for its remaining term, except that the Rent shall abate while and to the extent that the Site is not useful for Tenant's purposes, unless the Tenant elects to operate a mobile cellular telecommunications facility at the Site or (b) terminating the Lease. If Tenant elects option (a) above, the Landlord shall diligently proceed, to completion, the repair and restoration of the damaged or destroyed portion of the Site or improvements and allocate comparable space at the Site for the Tenant to operate the mobile cellular telecommunications facility at no additional Rent. If Tenant elects option (b) above, then this Lease and Tenant's liability for payment of Rent shall terminate as of the date of the damage or destruction. Any unamortized Rent will be remitted by the Landlord back to the Tenant within thirty (30) days after the date of termination. In addition, the Tenant will not be required to pay the termination fee as described in Section 6 of this Lease.
31. Surrender. Upon termination of this Lease, Tenant shall surrender the Premises to Landlord, and remove its property from the Site and restore the Premises to its original condition, reasonable wear and tear excepted, within thirty (30) days. If the property of Tenant is not removed within thirty (30) days, the Landlord shall have the right to remove and store the property, at Tenant's expense. The Landlord shall not be liable for any damage to Tenant's property. Tenant shall be responsible for all costs incurred by Landlord associated with the removal and storage of Tenant's property. The Landlord will not release Tenant's property until the Landlord has received payment for all removal and/or storage costs incurred.
32. Tenant's Self-Help. If Landlord at any time fails to perform any of its obligations under this Lease after having received notice of such default and having the opportunity to cure in accordance with the provisions of this Lease or if Landlord does not make repairs in the event of an emergency that are needed protect the health, safety, and welfare of Tenant, provided that the damage to be remedied does not rise to the level that would otherwise allow the Landlord the choice not to rebuild or repair under Paragraph 30, Tenant shall have the right, but not the obligation, to perform such obligations on behalf of and for the account of Landlord, and to take all necessary action to perform such obligations. Within thirty (30) days of receipt of an invoice, Landlord shall pay Tenant its actual and reasonable costs and expenses incurred in performing such obligations.
33. Remedies. The parties shall be entitled to the application of all appropriate remedies available to them under state and federal law in the enforcement of this Lease.

34. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
35. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant other instruments respecting the Premises, as Tenant may reasonably request from time to time: provided that any such instruments are merely in furtherance of, and do not expand, Tenant's rights and privileges herein established. Landlord also agrees to reasonably cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, so long as such cooperation does not impose a material financial burden on Landlord.
36. Invalidity of Particular Provision. If any term or provision of this Lease, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.
37. Governing Law. This Lease will be governed by and construed in accordance with the laws of the State in which the Premises is located.
38. Recording. Each party, on request of the other, agrees to execute a short form lease in recordable form and complying with applicable laws and reasonably satisfactory to both parties, which will be recorded in the appropriate public records.
39. Headings. The section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.
40. Entire Agreement; Waiver. This Lease constitutes the entire agreement of the parties, and may not be modified except in writing signed by the party against whom such modification is sought to be enforced. No waiver at any time of any of the provisions of the Lease will be effective unless in writing. A waiver on one occasion will not be deemed to be a waiver at any subsequent time.
41. Modifications. This Lease may not be modified, except in writing signed by both parties.
42. Errors and Omissions. Landlord and Tenant agree as part of the basis of their bargain for this Lease to cooperate fully in executing any and all documents (including amendments to this Lease) necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action, that may be necessary or appropriate to give full force and effect to the terms and intent of this Lease.
43. Non-binding until Full Execution. Both parties agree that this Lease is not binding on both parties until both parties execute the Lease.
44. Electronic Reproductions. The parties agree that a scanned or electronically reproduced copy of image of this Lease, as executed, shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of such

agreement, notwithstanding the failure or inability of either party to produce or tender an original executed counterpart.

[END OF LEASE - SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Lease as of the date of the full execution of this Lease.

LANDLORD: Waukesha County, a municipal corporation

TENANT: United States Cellular Operating Company LLC

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: Vice President

Date _____

Date: _____

STATE OF)
)
COUNTY OF)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Name, the Title, known to me to be the same person whose name is subscribed to the foregoing Tower and Ground Space Lease, appeared before me this day in person and acknowledged that (he) (she) signed the said Lease as (his) (her) free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

My commission expires _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice President, known to me to be the same person whose name is subscribed to the foregoing Tower and Ground Space Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

My commission expires _____

EXHIBIT A

Legal Description of Landlord's Property

PARENT PARCEL

Parcel I

All that part of the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 7 North, Range 19 East, in the City of Waukesha County, Wisconsin, bounded and described as follows:
Commencing at the Southeast corner of said Section 28; thence North 01 degree, 17 minutes, 44 seconds West, 767.33 feet along the East line of the Southeast 1/4 of said Section 28; thence North 88 degrees, 42 minutes, 16 seconds West, 38.26 feet to the point of beginning; thence South 06 degrees, 48 minutes, 28 seconds West, 22.00 feet; thence North 83 degrees, 11 minutes, 32 seconds West, 68.00 feet; thence North 06 degrees, 48 minutes, 28 seconds East, 22.00 feet; thence South 83 degrees, 11 minutes, 32 seconds East, 68.00 feet to the point of beginning.

Parcel II

A 20-foot wide ingress/egress easement being a part of the Southwest 1/4 of the Southwest 1/4 of Section 27 and the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, being 10 feet either side of and parallel to a line described as follows: Commencing at the Southwest corner of said Section 27; thence North 88 degrees, 23 minutes, 10 seconds East, 350.21 feet along the South line of the Southwest 1/4 of said Section 27 to the point of beginning; thence North 01 degree, 36 minutes, 50 seconds West, 277.41 feet; thence North 06 degrees, 10 minutes, 54 seconds West, 283.84 feet; thence North 54 degrees, 11 minutes, 25 seconds West, 202.72 feet; thence North 62 degrees, 39 minutes, 07 seconds West, 66.50 feet; thence North 83 degrees, 11 minutes, 32 seconds West, 206.68 feet; thence North 06 degrees, 48 minutes, 28 seconds East, 10.00 feet to a point in the South line of the afore described Parcel I and the point of termination.

Parcel III

An 8-foot wide utility easement being a part of the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin, being 4 feet either side of and parallel to a line described as follows:

Commencing at the Southeast corner of said Section 28; thence North 01 degrees, 17 minutes, 44 seconds West, 767.33 feet along the East line of the Southeast 1/4 of said Section 28; thence North 88 degrees, 42 minutes, 16 seconds West, 38.26 feet; thence North 83 degrees, 11 minutes, 32 seconds West, 61.38 feet to the point of beginning; thence North 11 degrees, 33 minutes, 47 seconds West, 50.44 feet to the point of termination.

I. Interference Suppression Equipment (specify in detail & attach specifications for any isolators, circulators, filters, intermodulation suppression panels, duplexers, etc.)

II. Other RF Equipment (specify and include AC Surge and Lightning Arrestor Power, Telephone & Transmission line devices)

RRH/Diplexer/Raycap quantity: 15/12/3

Model # RRU-11/ DBC0056F1V51/ RUSDC- 6267-PF-48

III. Other Equipment (specify all other improvements, company property & personal property located at the site)

TENANT'S Equipment:

Building

Size: 12' x 24'

Type:

Location: shelter will stay in existing location

Transmitted Rated Power:

Amount of Land required for building or cabinet:

Is Emergency Power provided by LANDLORD:

YES

NO

1 ESTABLISH PARKS AND LAND USE CAPITAL PROJECT RESERVE FUND
2
3

4 WHEREAS, the Department of Parks and Land Use administers some capital projects that are
5 partly funded with state and federal revenues, and
6

7 WHEREAS, the Wisconsin Department of Transportation provides oversight for design and
8 construction review of these projects, for which the County is charged, and
9

10 WHEREAS, these projects are subject to federal audit and could result in final payments years
11 after the County closes out projects in accordance with County policies, and
12

13 WHEREAS, these delayed payment requests must be provided for, and
14

15 WHEREAS, since 1991 the County has used a policy to resolve similar delayed payment issues
16 for federally funded highway capital projects, by receiving Finance Committee approval each
17 year to set aside a portion of project fund balances into a reserve fund to cover future-year
18 payments, and
19

20 WHEREAS, it is anticipated that a reserve fund for Parks and Land Use capital projects would
21 first be needed for year-end 2017 for the expected closure of the Bikeway Pavement
22 Improvement capital project (#200014).
23

24 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
25 that, upon recommendation of the Departments of Parks and Land Use and Administration, and
26 upon approval of the Finance Committee, a portion of capital project fund balance remaining
27 will be reserved upon completion of projects that are funded in part with federal or state aid.

