

171<sup>st</sup> BOARD YEAR  
LEGISLATIVE ITEMS RECEIVED FOR COMMITTEE REFERRAL

File No.	Rec/Ref	Referred to:	Title
171-A-012	06/08/16 06/09/16	Executive	APPT: Bonnie Morris as an Alternate to the Park and Planning Commission
171-A-013	06/08/16 06/09/16	Executive	APPT: Michael Crowley to the Airport Operations Commission
171-A-014	06/09/16 06/09/16	Executive	APPT: Thomas Farley as an Alternate to the Ethics Board
171-A-015	06/09/16 06/09/16	Executive	APPT: Arnold Moncada to the Ethics Board
171-O-016	06/08/16 06/09/16	Judiciary	ORD: Approve Fourth Amendment To Nashotah Substation Cellular Tower Lease
171-O-017	06/08/16 06/09/16	Finance	ORD: Authorizing The Sale Of \$11,500,000 General Obligation Promissory Notes, Series 2016A
171-O-018	06/08/16 06/09/16	County Board	ORD: Approval Of Compromise Settlement Agreement For Worker's Compensation Case Entitled Michael O'Neill vs. Waukesha County
171-O-019	06/14/16 06/14/16	Land Use	ORD: Approve Distribution Easement To Wisconsin Electric Power Company And Time Warner Entertainment Company, LP To Construct, Install, Operate, Maintain, Repair, Replace And Extend Underground And Overhead Utility Facilities On Waukesha County Property Known As The Bugline Trail Corridor
171-O-020	06/14/16 06/14/16	Land Use Finance	ORD: Accept Additional Home Investment Partnership (HOME) Program Funds For The 2016 Program Year And Modify 2016 Department Of Parks And Land Use Budget
171-O-021	07/06/16 07/07/16	Land Use	ORD: Amend The Text Of The Town Of Merton Zoning Code By Amending Section 17.81(2) Regarding The Mailing And Posting Of Public Hearing Notices (ZT-1833)
171-O-022	07/06/16 07/07/16	Land Use	ORD: Amend The District Zoning Map Of The Town Of Brookfield Zoning Code By Rezoning Certain Lands Located In Part Of The SE ¼ Of Section 29, T7N, R20E, Town Of Brookfield, Waukesha County, Wisconsin, From The B-3 Office And Professional Business District To The MU-1 Mixed Use District (ZT-1835)
171-O-023	07/06/16 07/07/16	Public Works	ORD: Establishment Of Speed Zone On County Trunk Highway X (Saylesville Road)
171-O-024	07/06/16 07/07/16	Public Works Finance	ORD: Approve Lease Agreement Between The Humane Animal Welfare Society And Waukesha County
171-A-016	07/06/16 07/07/16	Executive	APPT: Rob Schuett As An Alternate To The Board Of Adjustment
171-A-017	07/06/16 07/07/16	Executive	APPT: Maria Cizel To The ADRC Advisory Board
171-A-018	07/06/16 07/07/16	Executive	APPT: Margaret Gamez To The ADRC Advisory Board
171-A-019	07/06/16 07/07/16	Executive	APPT: Sandra Heberling To The ADRC Advisory Board
171-A-020	07/06/16 07/07/16	Executive	APPT: Carla Friedrich To The ADRC Advisory Board



171<sup>st</sup> BOARD YEAR  
LEGISLATIVE ITEMS RECEIVED FOR COMMITTEE REFERRAL

File No.	Rec/Ref	Referred to:	Title
171-A-021	07/06/16 07/07/16	Executive	APPT: Jeffrey Genner To The Health And Human Services Board
171-A-022	07/06/16 07/07/16	Executive	APPT: Vicki Dallmann-Papke To The Health And Human Services Board
171-A-023	07/06/16 07/07/16	Executive	APPT: Dr. Steve Kulick To The Health And Human Services Board
171-A-024	07/06/16 07/07/16	Executive	APPT: Carroll Niewolny To The Public Health Advisory Committee
171-A-025	07/06/16 07/07/16	Executive	APPT: Mary Baer To The Public Health Advisory Committee
171-O-025	07/06/16 07/07/16	Judiciary	ORD: Adoption Of The 2016 Waukesha County All Hazard Mitigation Plan
171-O-026	07/06/16 07/07/16	Judiciary Finance	ORD: Amend The Sheriff's Department 2016 Budget For The Expenditure Of Office Of National Drug Control Policy Cooperative Agreement Funds



1 AMEND THE TEXT OF THE TOWN OF MERTON ZONING CODE BY AMENDING  
2 SECTION 17.81(2) REGARDING THE MAILING AND POSTING OF  
3 PUBLIC HEARING NOTICES (ZT-1833)  
4  
5

6 WHEREAS, after proper notice was given, a public hearing was held and the subject matter of  
7 this Ordinance was approved by the Merton Town Board on May 23, 2016, and  
8

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

14 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS  
15 that the text of the Town of Merton Zoning Code, adopted by the Town of Merton on October  
16 23, 2007, hereby amends Section 17.81(2) regarding the mailing and posting of public hearing  
17 notices, more specifically described in the "Staff Report and Recommendation" on file in the  
18 office of the Waukesha County Department of Parks and Land Use and made a part of this  
19 Ordinance by reference ZT-1833, is hereby approved.  
20

21 BE IT FURTHER ORDAINED that the Waukesha County Clerk shall file a certified copy of  
22 this Ordinance with the Town Clerk of Merton.  
23

24 BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon passage,  
25 approval and publication.  
26

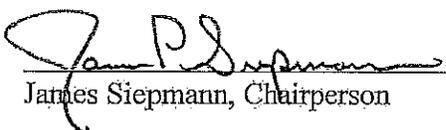
27 BE IT FURTHER ORDAINED that all Ordinances inconsistent with or in contravention of the  
28 provisions of this Ordinance are hereby repealed.

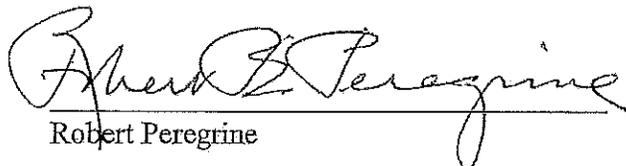
COMMISSION ACTION

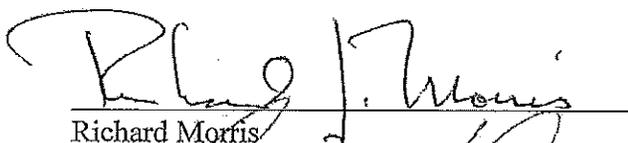
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Town of Merton Zoning Code hereby recommends approval of **(ZT-1833 Town of Merton Text Amendment)** in accordance with the attached "Staff Report and Recommendation".

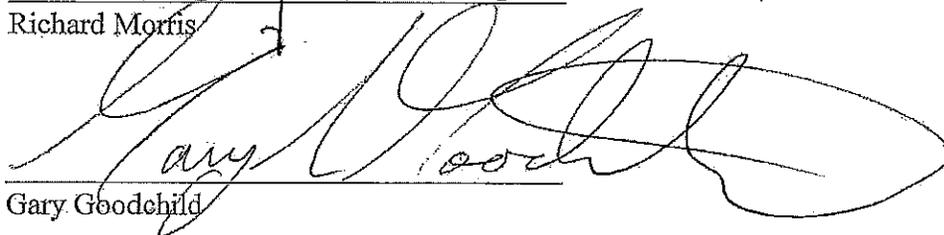
PARK AND PLANNING COMMISSION

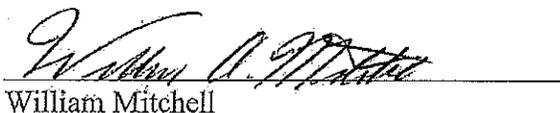
June 16, 2016

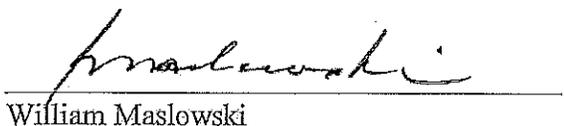
  
James Siepmann, Chairperson

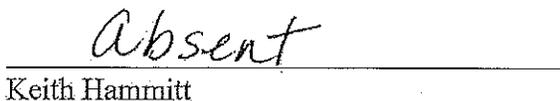
  
Robert Peregrine

  
Richard Morris

  
Gary Goodchild

  
William Mitchell

  
William Maslowski

  
Keith Hammitt

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

**FILE NO.:** ZT-1833

**DATE:** June 16, 2016

**PETITIONER:** Town of Merton Board  
Town of Merton Town Hall  
P.O. Box 128  
North Lake, WI 53064

**NATURE OF REQUEST:**

Amend Section 17.81(2) of the Town of Merton Zoning Code regarding the mailing and posting of public hearing notices.

**PUBLIC HEARING DATE:**

May 18, 2016.

**PUBLIC REACTION:**

None.

**TOWN PLAN COMMISSION:**

On May 18, 2016, the Town of Merton Plan Commission voted to recommend adoption of the proposed ordinance to the Town Board.

**TOWN BOARD ACTION:**

On May 23, 2016, the Town of Merton Board approved the Zoning Ordinance Amendments as recommended by the Town Plan Commission.

**OTHER CONSIDERATIONS:**

The Town of Merton is proposing to reduce certified mailing costs for notification of neighbors regarding conditional use and rezoning public hearings. The Town's Zoning Code currently requires the posting of a notice in the local paper and in a location near the subject property. The code also requires that the public notice be mailed to neighbors within 300' of a proposed conditional use or rezoning via certified mail. The Town proposes to change the mailing requirement to be via first class mail only, as each certified mailing costs the Town \$4.00. The County made a similar change a number of years ago and has had no complaints since.

**STAFF RECOMMENDATION:**

It is the opinion of the Planning and Zoning Division Staff that the proposed text amendment be **approved**. The proposed amendment will save the Town money while still providing adequate notice to nearby property owners regarding upcoming public hearings.

Respectfully submitted,

*Jason Fruth*

Jason Fruth  
Planning and Zoning Manager

Attachment: Town Ordinance

N:\PRKANDLU\Planning And Zoning\Rezones\Staff Reports\1833 T Merton Text Amendment.Doc



1 AMEND THE DISTRICT ZONING MAP OF THE TOWN OF BROOKFIELD ZONING  
2 CODE BY REZONING CERTAIN LANDS LOCATED IN PART OF THE SE ¼ OF  
3 SECTION 29, T7N, R20E, TOWN OF BROOKFIELD, WAUKESHA COUNTY,  
4 WISCONSIN, FROM THE B-3 OFFICE AND PROFESSIONAL BUSINESS  
5 DISTRICT TO THE MU-1 MIXED USE DISTRICT (ZT- 1835)  
6  
7

8 WHEREAS, after proper notice was given, a public hearing was held and the subject matter of  
9 this Ordinance was approved by the Brookfield Town Board on May 3, 2016, and  
10

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

16 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS  
17 that the District Zoning Map for the Town of Brookfield Zoning Code, adopted by the Town of  
18 Brookfield on December 27, 1988, is hereby amended to rezone from the B-3 Office and  
19 Professional Business District to the MU-1 Mixed Use District, certain lands located in part of  
20 the SE ¼ of Section 29, T7N, R20E, Town of Brookfield, Waukesha County, Wisconsin, and  
21 more specifically described in the "Staff Report and Recommendation" and map on file in the  
22 office of the Waukesha County Department of Parks and Land Use and made a part of this  
23 Ordinance by reference ZT-1835, is hereby approved.  
24

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

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

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

COMMISSION ACTION

The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Town of Brookfield Zoning Ordinance hereby recommends **approval** of **ZT-1835 (Brayton Devo LLC)** in accordance with the attached "Staff Report and Recommendation".

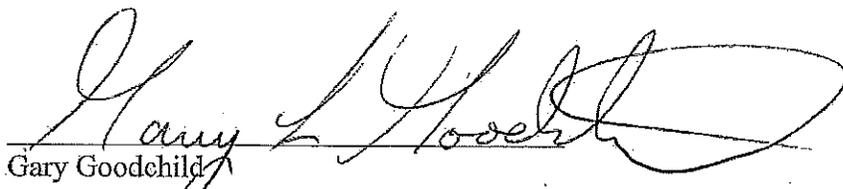
PARK AND PLANNING COMMISSION

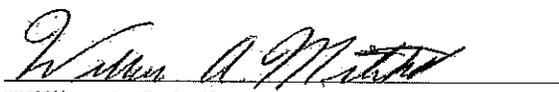
June 16, 2016

  
James Siepmann, Chairperson

  
Robert Peregrine

  
Richard Morris

  
Gary Goodchild

  
William Mitchell

  
William Maslowski

  
Keith Hammitt

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

**DATE:** June 16, 2016

**FILE NO.:** ZT-1835

**TAX KEY NO.:** BKFT 1124.997.001

**OWNER:** Brayton Devo LLC  
18900 W. Bluemound Rd., Ste. 212  
Brookfield, WI 53045-6092

**LOCATION:**

Part of SE ¼ of Section 29, T7N, R20E, Town of Brookfield. More specifically, the property is located 655 N. Brookfield Rd. The property is approximately one acre in size.

**PRESENT ZONING CLASSIFICATION:**

B-3 Office and Professional Business District (Town).

**PRESENT LAND USE:**

Office/Commercial.

**PROPOSED ZONING:**

MU-1 Mixed Use District (Town).

**PROPOSED LAND USE:**

Mixed Use (retain office/commercial uses and add a new multi-family residential building).

**PUBLIC HEARING DATE:**

January 26, 2016.

**PUBLIC REACTION:**

An adjacent property owner expressed concern about spot zoning and high density. He also indicated concern about children riding bikes on his property.

**TOWN PLAN COMMISSION AND TOWN BOARD ACTION:**

On January 26, 2016, the Town Plan Commission recommended approval of the request. On May 3, 2016, the Town Board approved the rezoning request.

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

The Town and County plans designate this parcel in the Mixed Use category. The rezoning to the Town's MU-1 Mixed Use District is consistent with both plans.

**OTHER CONSIDERATIONS:**

The subject one-acre property is located immediately north of the Galleria West shopping center on Brookfield Road. The neighborhood contains mixed uses. In addition to the commercial uses to the south along Bluemound Road, a high density senior residential facility is located to the west and an office

building is located to the north. The subject property contains a two story building with basement. A bakery operates on the basement level, an insurance office is located on the main floor and a residential rental unit is located on the second floor.

If the rezoning is approved, the property owner plans to develop a 24-unit multi-family residential building to the west of the existing building and parking lot (see Exhibits "A" and "B"). The façade of the existing building would be renovated and below-grade parking would be incorporated into the new apartment building design. The petitioner envisions "lifestyle" apartments with one bedroom units with dens and two bedroom units. The petitioner indicates that he has developed similar projects within mixed use settings in Menomonee Falls and that the projects have predominantly attracted empty-nesters and single professionals.

Final plan review of building and site plans details is the responsibility of the Town. The Town's MU-1 District allows for multi-family residential development, but the planned density of 24 units per acre will require special approval, most likely via a Planned Unit Development process. It should be noted that SEWRPC's Housing Plan suggests that residential densities of 20 units or more per acre are appropriate in settings that are served by municipal services (sewer and water) and that are located within proximity to employment centers. This site is also well served by transportation infrastructure, being located on an arterial with ready access to Bluemound Road.

**STAFF RECOMMENDATION:**

The Planning and Zoning Division Staff recommends **approval** of the rezoning request. The rezoning will bring the property into a zoning category that is consistent with the Mixed Use plan category. The rezoning will allow for residential use to be introduced to a neighborhood that has abundant shopping and services within walking distance of the site, which may be beneficial to existing businesses and future residences alike.

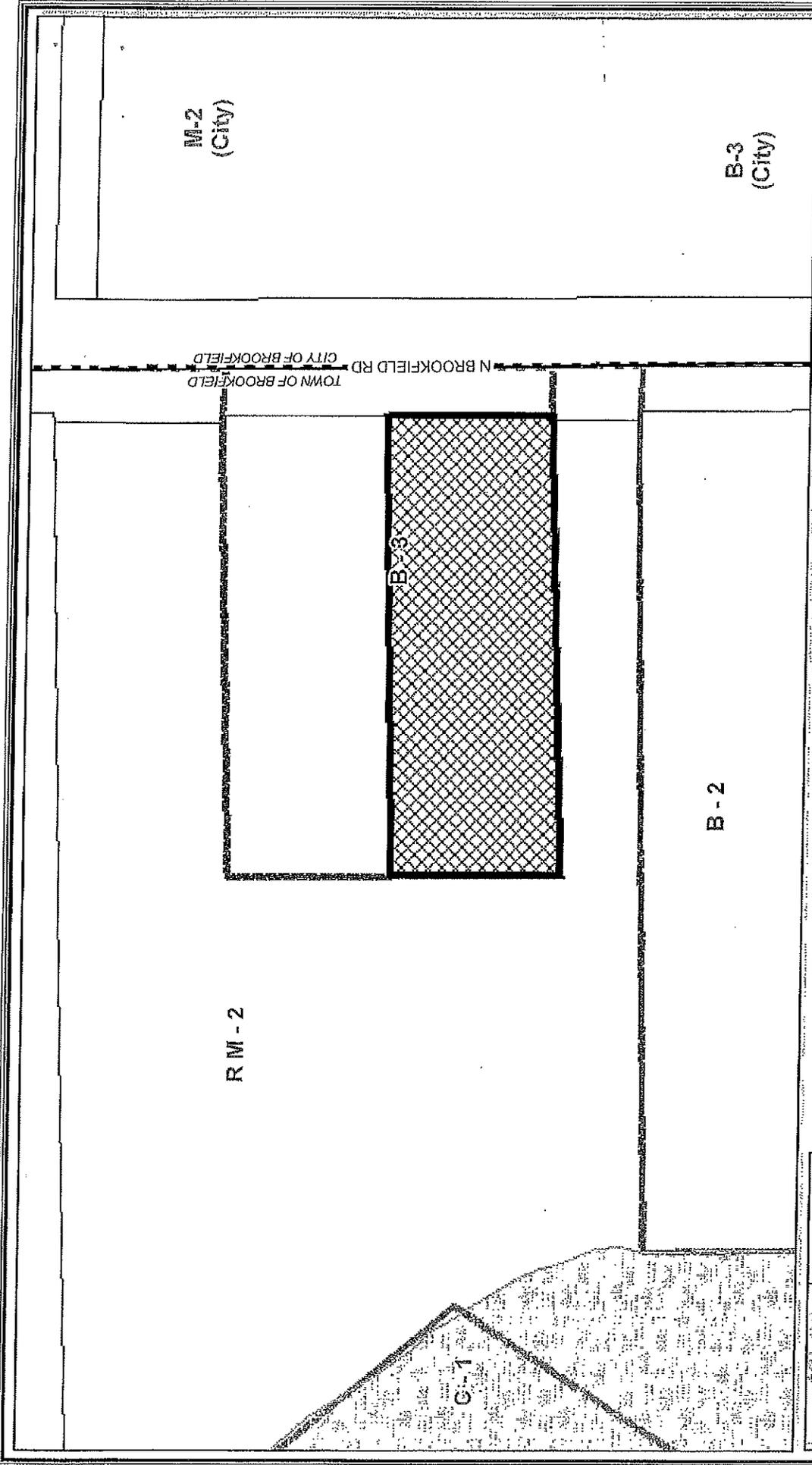
Respectfully submitted,

*Jason Fruth*

Jason Fruth  
Planning and Zoning Manager

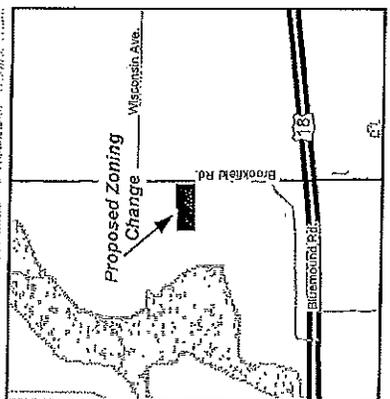
Attachments: Map, Town Ordinance, Exhibits "A" and "B"

N:\PRK\ANDLU\Planning and Zoning\Rezoning\Staff Reports\1835 Brayton Dev LLC bkt.doc



 TOWN ZONING CHANGE FROM B-3 OFFICE AND PROFESSIONAL BUSINESS DISTRICT TO MU-1 MIXED USE DISTRICT  
 FILE.....ZT-1835  
 DATE.....06/16/16  
 AREA OF CHANGE.....0.92 ACRES  
 TAX KEY NUMBER.....BKFT 1124.997.001

**ZONING MAP AMENDMENT**  
 PART OF THE SE 1/4 OF SECTION 29  
 TOWN OF BROOKFIELD



Prepared by the Waukesha County Department of Parks and Land Use

ORDINANCE REZONING THER PROPERTY LOCATED AT 655 N BROOKFIELD ROAD  
TOWN OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN

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

DEPT OF PARKS & LAND USE

RECEIVED  
JUN 06 2016

SECTION 1: The property located at 655 N. Brookfield Road, (Tax Key No. BKFT 1124-997-001) is rezoned from the B-3 Office and Professional Business District zoning classification to the MU-1 Mixed Use zoning classification so as to permit the construction of a mixed use development not exceeding 44,000 square feet. The property referred to herein is more particularly described as follows:

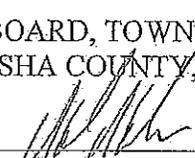
PT E1/2 SE1/4 SEC 29 T7N R20E COM AT PT 240.00 FT S OF E1/4 COR S  
120.00 FT S88°56'W 363.06 FT N 120.00 FT N88°56'E 363.06 FT TO BGN 1 AC  
EX DOC# 2828155 DOC# 3605225 Town of Brookfield, Waukesha County,  
Wisconsin.

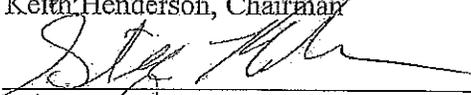
SECTION 2: All ordinances, or parts of this ordinance, conflicting or contravening the provisions of this ordinance are hereby repealed.

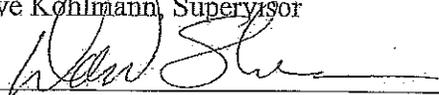
SECTION 3: This ordinance shall take effect upon passage and posting as provided by law.

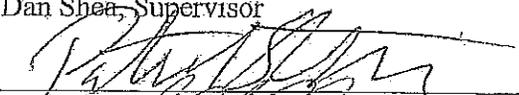
Dated this 3<sup>rd</sup> day of May, 2016.

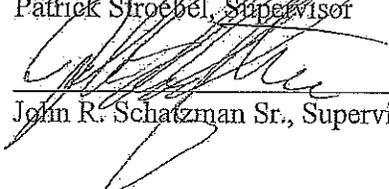
TOWN BOARD, TOWN OF BROOKFIELD  
WAUKESHA COUNTY, WISCONSIN

  
Keith Henderson, Chairman

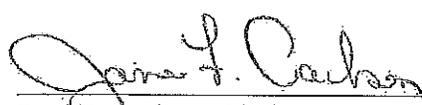
  
Steve Kohlmann, Supervisor

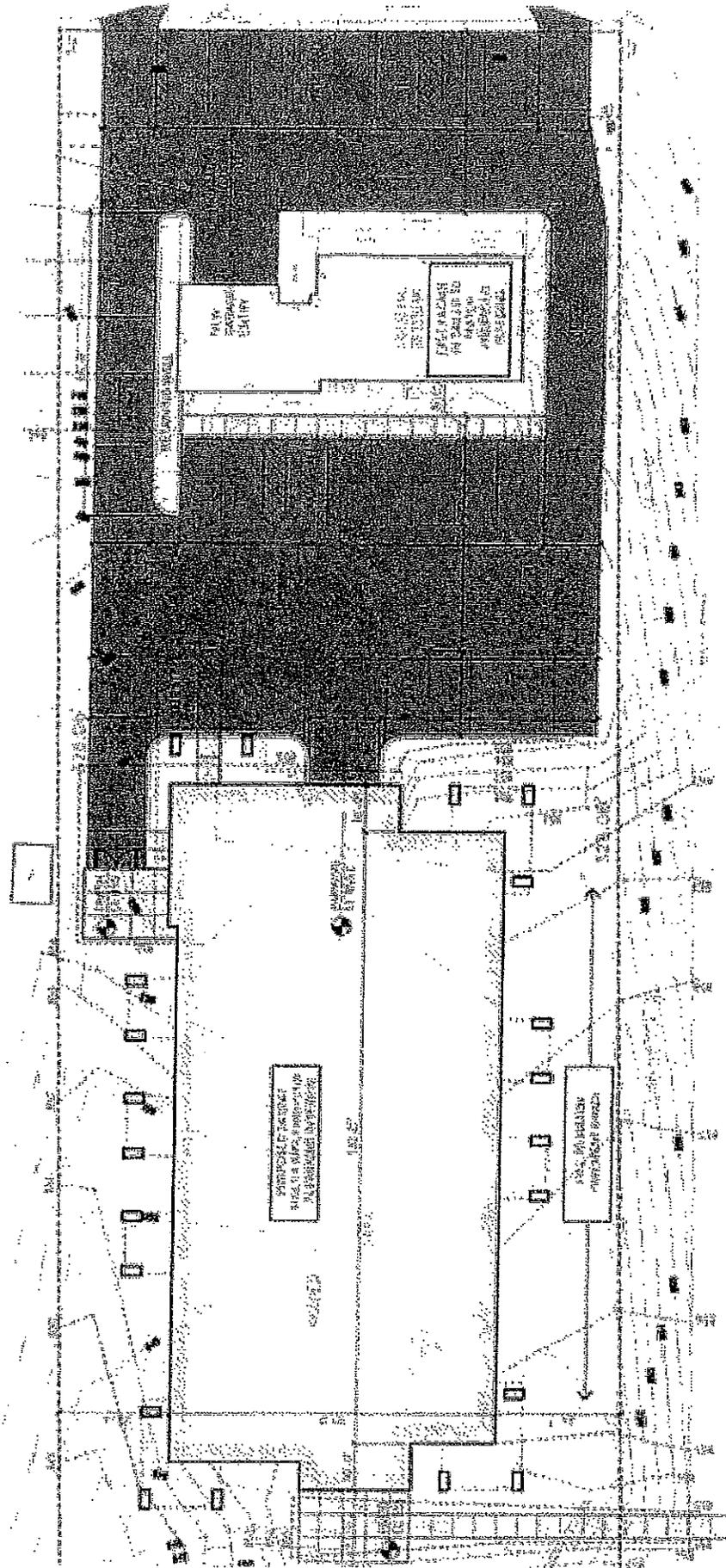
  
Dan Shea, Supervisor

  
Patrick Stroebel, Supervisor

  
John R. Schatzman Sr., Supervisor

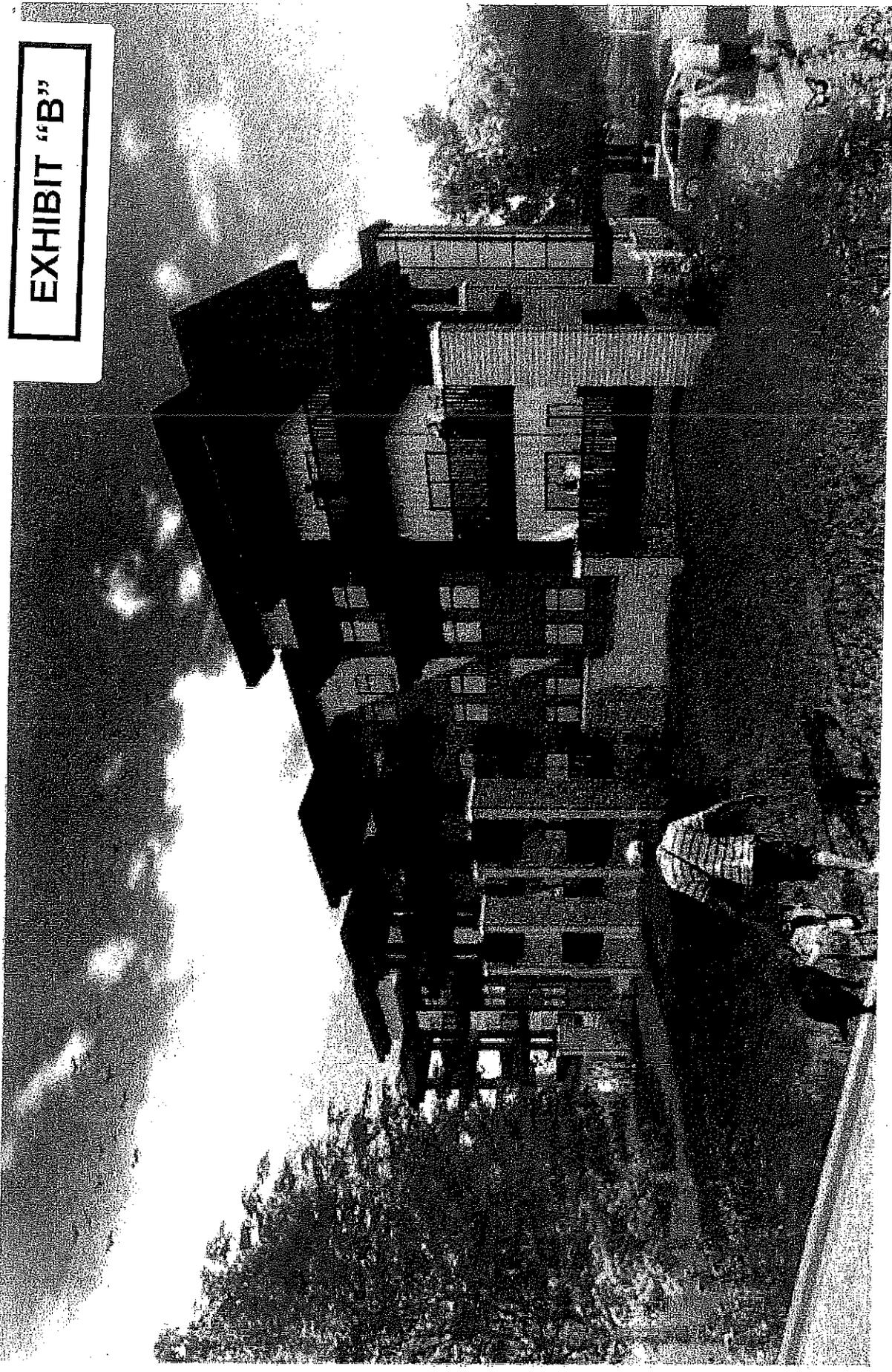
ATTEST

  
Jane F. Carlson, Clerk



**EXHIBIT "A"**

EXHIBIT "B"



ESTABLISHMENT OF SPEED ZONE ON COUNTY  
TRUNK HIGHWAY X (SAYLESVILLE ROAD)

1  
2 WHEREAS, Wisconsin Statutes permit local authorities to establish speed zones within certain  
3 guidelines, and  
4

5 WHEREAS, residents that live in the area have requested the speed reduction based on safety  
6 concerns.  
7

8 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA DOES  
9 ORDAIN that the speed zone on County Trunk Highway X (Saylesville Road) is modified as  
10 follows:  
11

12 Rescind the speed limit of Forty-Five (45) miles per hour on County Trunk Highway X from its  
13 intersection with Point Drive to its intersection with Holiday Road.  
14

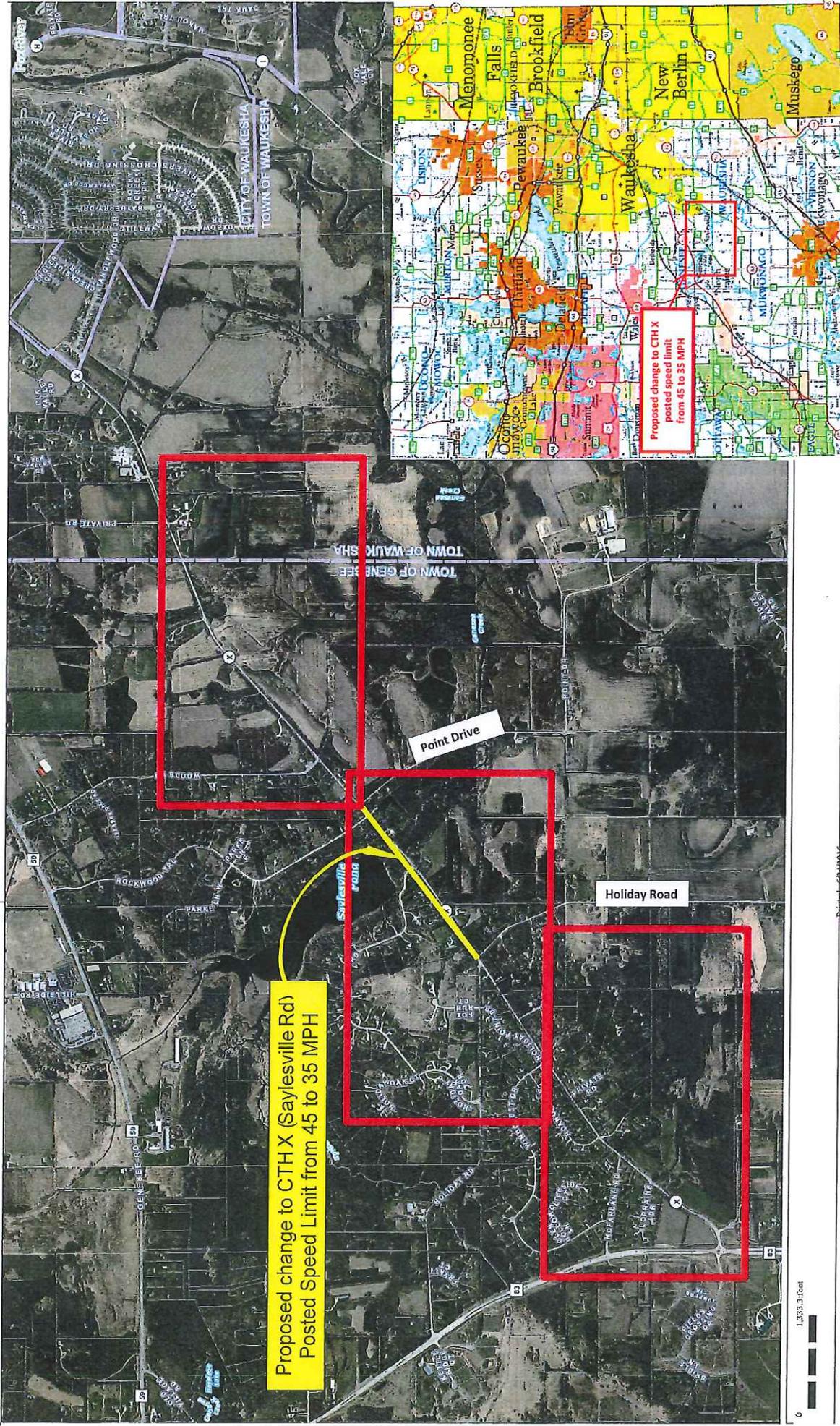
15 Establish a Thirty-five (35) mile per hour speed zone on County Trunk Highway X from its  
16 intersection with Point Drive to its intersection with Holiday Road.  
17

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.



LAND INFORMATION SYSTEMS DIVISION

Proposed change to CTH X (Saylesville Rd) Posted Speed Limit from 45 to 35 MPH



Printed: 07/07/16

Referred on: 07/07/16

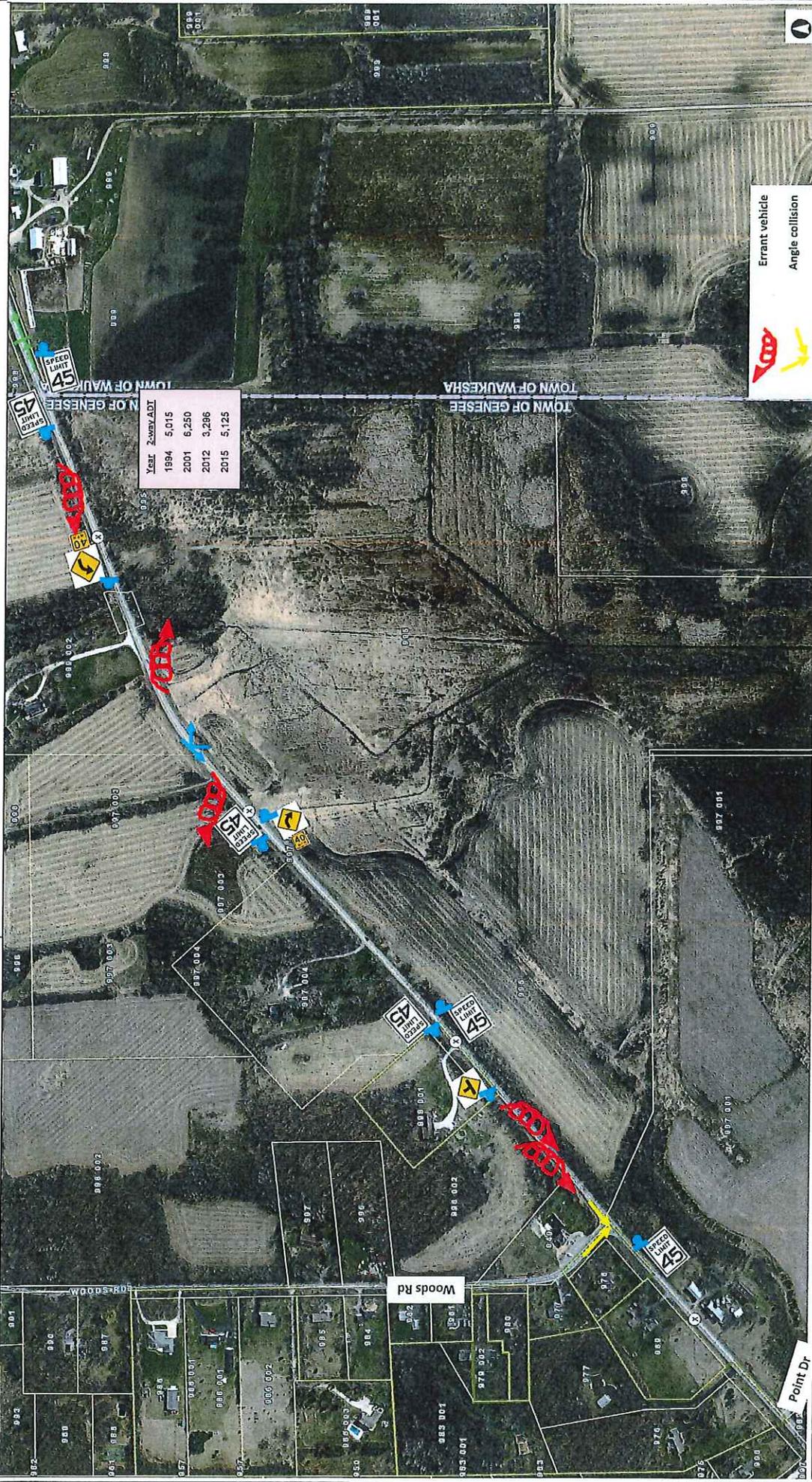
File Number: 171-O-023

Referred to: PW 2



LAND INFORMATION SYSTEMS DIVISION

# CTHX: Point Dr - Town of Waukesha (3 of 3)



Printed: 6/27/2016

Referred on: 07/07/16

File Number: 171-O-023

Referred to: PW 3



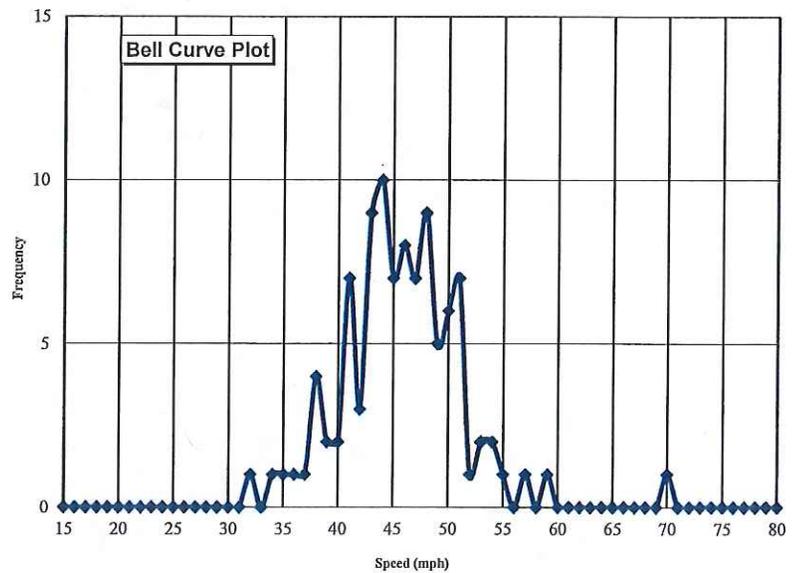
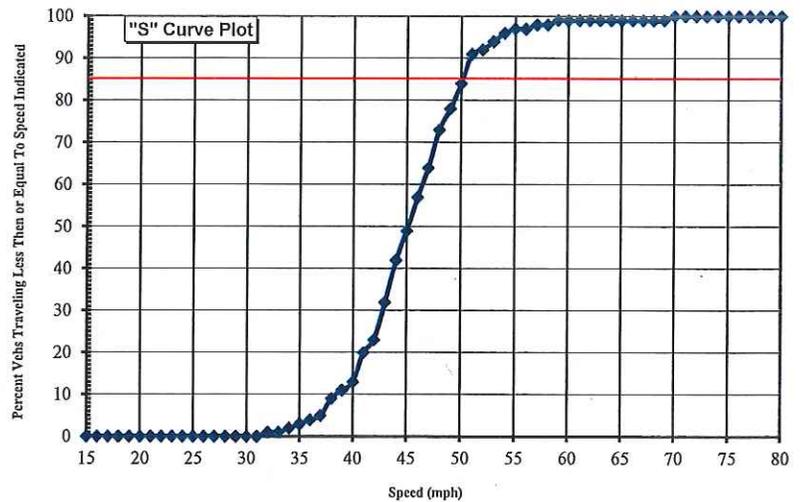
Date:	05/24/16	Hwy:	CTH X	Direction:	NB & SB	SUMMARY OF VEHICLES BY TYPE: Passenger = 100.0% Trucks = 0.0% Buses = 0.0%
Time:	10:00 AM	Location:	S of Ridgefield	Posted Speed:	45	
Observer(s):	AG, AM	County:	Waukesha	Weather:	72, Sunny	
				Pav't Condition:	Dry	

STUDY RESULTS

AVERAGE SPEED	50th PERCENTILE	85th PERCENTILE	PACE SPEED RANGE
45.8	45.1	50.1	41.0 to 50.0

% In Pace = 71.0%  
% Over Pace = 16.0%  
% Under Pace = 13.0%

SPEED RANGE	No. VEHICLES (f)	Speed * #	CUMM No. VEHICLES	CUMM %
15	0	0	0	0.0
16	0	0	0	0.0
17	0	0	0	0.0
18	0	0	0	0.0
19	0	0	0	0.0
20	0	0	0	0.0
21	0	0	0	0.0
22	0	0	0	0.0
23	0	0	0	0.0
24	0	0	0	0.0
25	0	0	0	0.0
26	0	0	0	0.0
27	0	0	0	0.0
28	0	0	0	0.0
29	0	0	0	0.0
30	0	0	0	0.0
31	0	0	0	0.0
32	1	32	1	1.0
33	0	0	1	1.0
34	1	34	2	2.0
35	1	35	3	3.0
36	1	36	4	4.0
37	1	37	5	5.0
38	4	152	9	9.0
39	2	78	11	11.0
40	2	80	13	13.0
41	7	287	20	20.0
42	3	126	23	23.0
43	9	387	32	32.0
44	10	440	42	42.0
45	7	315	49	49.0
46	8	368	57	57.0
47	7	329	64	64.0
48	9	432	73	73.0
49	5	245	78	78.0
50	6	300	84	84.0
51	7	357	91	91.0
52	1	52	92	92.0
53	2	106	94	94.0
54	2	108	96	96.0
55	1	55	97	97.0
56	0	0	97	97.0
57	1	57	98	98.0
58	0	0	98	98.0
59	1	59	99	99.0
60	0	0	99	99.0
61	0	0	99	99.0
62	0	0	99	99.0
63	0	0	99	99.0
64	0	0	99	99.0
65	0	0	99	99.0
66	0	0	99	99.0
67	0	0	99	99.0
68	0	0	99	99.0
69	0	0	99	99.0
70	1	70	100	100.0
71	0	0	100	100.0
72	0	0	100	100.0
73	0	0	100	100.0
74	0	0	100	100.0
75	0	0	100	100.0
76	0	0	100	100.0
77	0	0	100	100.0
78	0	0	100	100.0
79	0	0	100	100.0
80	0	0	100	100.0
	100			



N:\DPW\Engines\Traffic\Speed\_Limits - STUDIES\2016\X-1 & X-2\CTH X S of Ridgefield COMB(2).xls\RESULTS SUMMARY

# Collisions along CTH X (Saylesville Rd) in Genesee between STH 83 & Town of Waukesha during Jan. 2011 - Jan 2016 (5.1 years)

**21** crashes during 5.083 years: **4.1** collisions/year

Year	Collisions
2011	4
2012	8
2013	3
2014	4
2015	2

CTH X 2-way ADT NW of STH 83 during 2014: 3,795  
 CTH X 2-way ADT N of Holiday Rd during 2015: 4,785  
 ADT: **4,290**

CTH X Posted Speed Limit: 45 MPH  
 CTH X1 & X2 segment (miles): **2.60**

- = Angle collision at intersection
- = Rear end collision at intersection approach
- = Side-swipe collision
- = Head-on collision
- = One errant-vehicle
- = Includes injury and/or fatality

Upper Control Limit for Rural 2-lane  
 highway: 2,000-7,000 ADT  
 highway: 2,000-7,000 ADT  
 92.76  
 26.53

Statewide Average for Rural 2-lane  
 highway: 2,000-7,000 ADT  
 highway: 2,000-7,000 ADT  
 73.87  
 17.37

crashes per 100 million vehicle miles travelled (HWMVT)  
 101.473  
 24.162

KAB crashes per 100 million vehicle miles travelled (HWMVT)

**5** crashes during 5.083 years = **KAB collisions (fatal, A-incapacitating injury+B serious injury)**  
 Highway Segment Crash Rate =  $\left[ \frac{\text{KAB collisions/year}}{\text{ADT} \cdot \text{Segment Length}} \right] \cdot 100,000,000$   
 Highway Segment KAB Crash Rate =  $\left[ \frac{\text{KAB collisions/year}}{\text{ADT} \cdot \text{Segment Length}} \right] \cdot 100,000,000$

**DOBKCFR** = Collision document: not available

NO.	DOCTNMNR	ACCDATE	NTRYHOUR	ROCOND-WTRHCOND-LIGHTCOND	ONHWY-ONSTR	ROADHOR-ROADVERT	ACCDLOC-RTNRDWAY	INTDIS-INTDIR-ATHWY-ATSTR-ATNMNR	HWYCOLL-ACCDTYPE	ACCSVR-INSVR-INTRMS	TOTVEH-ALPLAG	VEHDMG1	TRVLDIR1	DRVMDOL	TRECONTLL	DIRVIRPLC	STNM11	VEHDMG2	TRVLDIR2	DRVMDO2	TRECONTL2	
1	DHSQBR	6/15/2013	16	CLR	SAYLESVILLE RD	H	I	0-W of GENESSEE PASS	SSS	PD 0 2	2	MOD	E	GO STR			346.14 1	MOD	E	U TURN		
2	DH2WZMG	9/13/2014	13	CLDY	X-SAYLESVILLE RD	H	I	GENESSEE PASS	ANGL	PD 0 2	2	MNR	N	GO STR			346.69	MOD	N	U TURN		
3	DHSIQMG	4/1/2012	17	CLDY	X-SAYLESVILLE RD	C-H	N	9-S of MC FARLANE RD-SSRV28771	TRFE	INU-B 1	1	UNKN	S	NEGRV			346.57 2					
4	DHSKJLN	3/2/2011	14	CLR	X-SAYLESVILLE RD	C	N	1-W of MCFARLANE RD	HEAD	INU-B-Y 2	2	MOD	E	NPASZN			346.05 1	V SVR	W	GO STR		
5	DHSROMC	3/27/2012	16	CLR	X	H	N	0-W of MC FARLANE RD	REAR	PD 0 2	2	SVR	W	GO STR			346.14 1	MOD	W	GO STR		
6	DHS7YCK	3/2/2012	1	SNOW-SNOW-DARK	X	C	N	0-W of MC FARLANE RD	TRFE	PD 0 2	2	SVR	W	NEGRV								
7	DHSJLDF	12/28/2012	12	WET-SLET	X	C	N	1-E of MC FARLANE RD	TRFE	INU-B-Y 1	1	SVR	W	NEGRV								
8	DHSNRBB	2/2/2011	15	SNOW-CLR	X	C	N	3-W of ROANOKE DR	TRFE	PD 0 1	1	SVR	E	GO STR								
9	DHSRORQ	6/2/2012	15	CLR	X	H	N	3-E of ROANOKE DR	ANGL	PD 0 2	2	MOD	S	UTRN			346.18 2	MOD	N	GO STR		
10	DHSQ8NS	3/26/2014	18	CLDY	X	H	N	20-S of HOLIDAY RD	SSOP	PD 0 2	2	UNKN	S	GO STR			346.70 1	MOD	N	GO STR		
11	DH2L64L	1/14/2016	16	CLR-PU5K	HOLIDAY RD	H	N	5-S of HOLIDAY RD	SSS	PD 0 2	2	MOD	W	UTURN								
12	DH2FQNB	11/13/2014	15	CLR	X	H	N	3-W of X	OT ANML	INU-B 1	1	SVR	E	GO STR			346.57 2					
13	DHSQ8KS	9/29/2013	22	CLDY-DARK	X-NB	C	N	HOLIDAY RD	OTRFX	INU-C-Y 1	1	SVR	N	GO STR			346.57 2					
14	DH4M1WZQ	4/16/2011	10	UNKN-DARK	SAYLESVILLE RD	H	N	4-N of HOLIDAY RD	FENCE	PD 0 1	1	MOD	W	GO STR			346.69					
15	DH2LX67	12/31/2013	21	SNOW-CLDY-LIGHT	WOODS RD	H	I	1-W of POINT DR-SS2V28713	ANGL	PD 0 2	2	MNR	S	SUST			346.63 1 a	V SVR	S	GO STR		
16	DHSROR2	4/29/2012	15	CLDY	X	H	N	X	UTPOLE	INU-B 1	1	SVR	W	GO STR			346.63 1 a					
17	DH57F33	1/17/2011	14	SNOW-SNOW	X-SAYLESVILLE RD	C	N	9-E of WOODS RD	UTPOLE	PD 0 2	2	MOD	W	NEGRV			346.57 2					
18	DH5G8VD	2/29/2015	21	WET-CLDY-DARK	X	C	N	10-E of WOODS RD	DITCH	PD 0 1	1	MOD	W	NEGRV			346.57 3					
19	DH2FAV7	4/30/2014	14	CLDY	X	C	N	33-N of WOODS RD	UTPOLE	PD 0 2	2	MNR	N	GO STR			346.89 1					
20	DHSN1LF	2/10/2012	12	SNOW-WIND	X-SAYLESVILLE RD	H	N	35-N of WOODS RD	UTPOLE	PD 0 1	1	MOD	W	GO STR								
21	DH5HLBW	6/3/2012	7	CLR	X	H	N	50-E of WOODS RD	REAR	INU-C-Y 1	1	MOD	E	GO STR			346.57 2	MOD	E	STOPED		
	DH5FCMC	3/27/2011	8	CLR	X-SAYLESVILLE RD	H	N	60-E of WOODS RD	UTPOLE	INU-B-Y 1	1	SVR	E	GO STR			346.63 1 A					
								50-W of GREEN COUNTRY RD-88-05477	UTPOLE	INU-B-Y 1	1	SVR	E	GO STR			343.44 1 B					

N:\DPWA\Engineer\Traffic\Speed\_Limits - STUDIES\2015\X-1 & X-2\X-1 & X-2 collisions 2011-2015

Referred on: 07/07/16

File Number: 171-O-023

Referred to: PW

6/29/2016



LAND INFORMATION SYSTEMS DIVISION

CTHX: STH 83-Windcrest Dr (1 of 3)



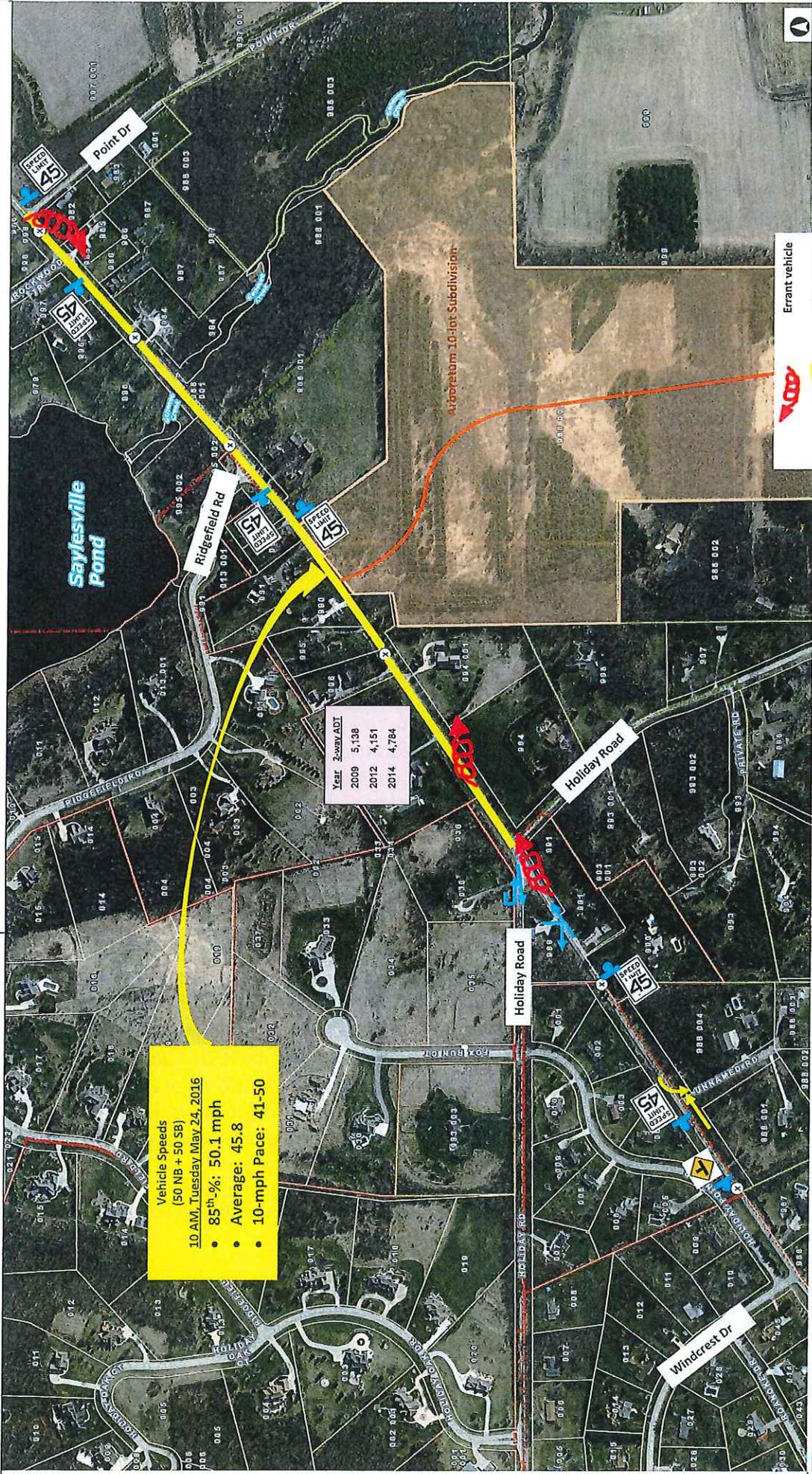
Legend for collision types:

- Errant vehicle (Red arrow)
- Angle collision (Yellow arrow)
- Side-swipe collision (Blue arrow)
- Rear-end collision (Green arrow)
- Head-on collision (Pink arrow)

Legend for signs:

- Existing sign (Blue square)

CTHX: Windcrest Dr - Point Dr (2 of 3)



**Vehicle Speeds**  
 (50 NB + 50 SB)  
 10 AM, Tuesday May 24, 2016

- 85<sup>th</sup>-%: 50.1 mph
- Average: 45.8
- 10-mph Pace: 41-50

Year	2-Way ADT
2009	5,138
2012	4,151
2014	4,784

**Legend:**

- Errant vehicle (Red icon)
- Angle collision (Yellow icon)
- Side-swipe collision (Blue icon)
- Proposed change from 45 MPH to 35 MPH posted speed limit (Yellow line)
- Existing sign (Blue icon)

CTH X (Saylesville Road) speed limit conditions were evaluated in the Town of Genesee east of STH 83 in response to County Board District 15 Supervisor Bill Mitchell's request. Supervisor Mitchell said he had received an inquiry from a resident requesting the existing 45 MPH posted speed limit to be lowered. Residents have been concerned about this speed limit which is now heightened by recent site development at the Arboretum 10-lot subdivision along CTH X between Holiday Road and Point Drive and forthcoming at other nearby sites.

I would not recommend lowering the CTH X 45 MPH speed limit to 35 MPH, as proposed between Holiday Road and Point Drive, for several reasons including:

- Prevailing vehicle speeds observed in area,
- Significant commuter traffic uses CTH X linking STH 83 and STH 59,
- Would apply to only 0.5-mile of the 4-mile CTH X segment between STH 83 and CTH H posted at 45 MPH.
- Existing speed limit's feasibility consistently matches the conditions of other rural highways (including terrain, shoulder, driveways, traffic volume) throughout Waukesha County posted at 45 MPH,
- Numerous signs with pavement markings already exist in area and
- 5-year collision history.

Exhibits are attached from this evaluation.

**Speed Study** – 100 vehicles were sampled during a representative weekday at the midpoint (between Holiday Road and Ridgefield Road) of the CTH X segment proposed to have a lowered speed limit. The two-way 85<sup>th</sup>-percentile observed travel speed was 50.1 MPH with a 45.8 MPH average speed and a 41-50 MPH pace speed. Daily commuters and other motorists could be expected to persist travelling at this speed range they have determined remains feasible unless strict, frequent and long term enforcement is practiced by local police.

**Field Review** – Highway curves, terrain, minor shoulders, encroachments and visibility conditions generally do not appear to restrict traffic safety along CTH X. Localized curve warning and advisory speed signs do exist where appropriate.

**Collision History** – 21 crashes were recorded during the past 5 years along the 2.6-mile segment of CTH X between STH 83 and the Town of Genesee east side. Most of these CTH X collisions occurred during afternoons-evenings. 11 of these crashes involved only 1 vehicle that was 'failing vehicle control' or 'driving too fast for conditions', with 5 of these recorded as "negotiating a highway curve" during wet or snow conditions. Only 2 of these 21 collisions occurred along the part of CTH X proposed to have a lowered speed limit. The CTH X area having the most collisions (6) is between the Lorraine Dr and Roanoke Dr intersections (see X.1 exhibit). The crash rate of this 2-lane rural CTH segment, having daily traffic of 2,000-7,000 vpd, is above the statewide average, but its collisions severity is below the statewide average for this type of highway (see X-1, X-2 Collisions exhibit).

Strict, frequent and long term speed enforcement would offer the best mitigation of excess travel speeds observed in this localized area.

***Bruce Barnes, PE, PTOE***

1 APPROVE LEASE AGREEMENT BETWEEN THE HUMANE ANIMAL  
2 WELFARE SOCIETY AND WAUKESHA COUNTY  
3  
4

5 WHEREAS, the Humane Animal Welfare Society of Waukesha County, Inc. (HAWS) has  
6 leased approximately 0.8 acres of airport land from the County since 1989, and  
7

8 WHEREAS, HAWS wishes to expand their parking lot on land owned by Waukesha County,  
9 and  
10

11 WHEREAS, the location of their dog walking trails must be relocated due to Federal Aviation  
12 Administration (FAA) regulations, and  
13

14 WHEREAS, the new lease includes 2.44 acres for \$500 per acre adjusted annually by the  
15 Consumer Price Index (CPI) for an initial term of 20 years with two consecutive 20 year  
16 extensions.  
17

18 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS  
19 that the Lease Agreement between the Humane Animal Welfare Society of Waukesha County,  
20 Inc. and Waukesha County dated 1 July, 2016 is approved.  
21

22 IT IS FURTHER ORDAINED that the Director of the Department of Public Works or her  
23 designee is authorized to execute the Lease Agreement on behalf of Waukesha County and any  
24 other additional documents as may be necessary to effectuate the purposes of the Lease  
25 Agreement.

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made as of the 1<sup>st</sup> day of July, 2016 between Waukesha County, a municipal corporation, ("County") and the Humane Animal Welfare Society of Waukesha County, Inc., a domestic non-stock corporation with a principal place of business at 701 Northview Road, Waukesha, WI 53188 ("Tenant").

1. County currently leases to Tenant a parcel of Waukesha County Airport land hereafter described as Leased Area A pursuant to that certain Lease between County and Tenant dated April 6, 1989 ("Current Lease") for the singular and specific purpose of a parking lot. Tenant desires to lease additional land from County and expand the permitted uses of the leased premises. County is willing to lease such additional Airport lands and expand such uses provided that the Current Lease is terminated and on the additional terms set forth herein. Upon full execution of this Lease Agreement, the Current Lease shall automatically terminate, except for any monetary obligation incurred but still unpaid and any provisions therein that expressly survive termination, and this Lease Agreement shall thereafter govern Tenant's lease of Leased Area A and Leased Area B, defined below (collectively, the "Leased Premises"). Any rents paid under the Current Lease for rents due after the termination of the Current Lease shall be applied to rents due pursuant to this Lease Agreement.
2. The County hereby leases to Tenant the following parcels of land more particularly shown and described in Exhibits A and B and incorporated herein by reference:
  - a. Leased Area A: An irregular shaped parcel of land on Northview Road in the City of Waukesha being a part of Lot 2 of Certified Survey Map 6111 adjacent to and west of Lot 1 of Certified Survey Map 6111 owned by Tenant approximately 105 feet wide along Northview Road and 437 feet deep and comprising approximately 0.8337 acres more or less as more particularly shown on Exhibit A and described in Exhibit B.
  - b. Leased Area B: An irregular shaped parcel of land immediately south of Leased Area A approximately 450 feet deep and 178 feet wide and comprising approximately 1.6056 acres more or less as more particularly shown on Exhibit A and described in Exhibit B.

**Expressly excluded** from the Leased Premises and each of Leased Area A and Leased Area B are any Airport lands owned by the County and designated as "Runway Protection Zone" by the Federal Aviation Administration ("FAA").

3. Tenant shall be permitted only the following uses of the Leased Premises:
  - a. Leased Area A shall be used exclusively as a parking lot and dog run area.

- b. Leased Area B shall be used exclusively for the maintenance and use of dog walking trails.
4. No permanent or temporary improvements, structures or objects shall be constructed and/or left upon the Leased Premises unless first approved in advance by the Airport Manager. Notwithstanding the foregoing, the addition of parking stalls to the existing parking lot and the location of the "Existing Dog Run" within Leased Area A as shown on the site plan attached as Exhibit C, which is incorporated by reference, is expressly approved. Tenant shall be solely responsible for obtaining any permits or other local, state or federal approvals necessary to construct any improvement, including all necessary FFA approvals. At Tenant's request, County shall cooperate with Tenant to obtain such necessary approvals for any approved improvement, structure or object to be constructed.
  5. Subject to the County's termination rights, the term of this Lease Agreement shall be twenty (20) years commencing effective July 1, 2016 and ending June 30, 2036. Tenant shall have the right to renew this Lease Agreement under the same terms and conditions hereof for two (2) successive twenty (20) year periods provided that all of the terms and conditions of this Lease Agreement shall have been complied with, Tenant is not then in default, and the FAA has not requested or required the County to terminate this Lease Agreement.
  6. Rent – Tenant shall pay an annual rental for the Leased Premises of \$1,220.00 (calculated at \$500 per acre x 2.440 acres), with the prorated amount for the year 2016 to be \$610.00 to be paid upon execution of this Lease Agreement. Credit shall be given for any rents paid for the period of July 1, 2016 through December 31, 2016 under the Current Lease.

For the year 2017, the annual rental payment for the Leased Premises shall be adjusted on the basis of the percentage by which the average of the United States Consumer Price Index - Urban (or its successor or replacement index) for the previous twelve calendar months ending June, 2016 increased over the average for the prior twelve calendar months ending June, 2015. The same adjustment in the amount of annual rent shall be made according to the same formula for each succeeding year (i.e., the annual rent for year 2018 will be adjusted based upon the percentage increase of the index average from the twelve-month average ending June 2016 to the twelve-month average ending June 2017), including during any renewal term. Notwithstanding the foregoing, the percentage increase over the prior year's annual rental payment shall not be less than 3.5% or greater than 7.5%.

Beginning with the annual rental payment for year 2017, and each year thereafter, the annual rental shall be paid in a single installment on January 1st. Payments shall be made payable to Waukesha County and be mailed or delivered to the following for delivery no later than the payment due date:

Waukesha County Airport  
Attn: Airport Manager  
2525 Aviation Drive  
Waukesha, WI 53188

7. Indemnification/Hold Harmless – Tenant will not hold the County liable for any damage to property or injury or death to person when the damage, injury or death is in any way connected or related to the Tenant’s obligations under or its performance of this Lease Agreement, its use or occupancy of the Leased Premises, or any of its operations permitted or required by the Lease Agreement. This hold harmless provision will not apply if the damage, injury or death was caused by 1) an intentional act of the County, or 2) a negligent act of the County, in which case the County’s liability shall be limited to the percentage of negligence attributable to it.

If any demand, claim, lawsuit or proceeding is brought against the County and is in any way connected or related to the Tenant’s performance of, or its obligations under this Agreement, its use or occupancy of the Leased Premises, or the operations permitted or required by this Lease Agreement, Tenant shall fully defend the County against the demand, claim, lawsuit or proceeding. The County shall give the Tenant prompt notice of any such demand, claim, lawsuit or proceeding. If such demand, claim, lawsuit or proceeding is brought the County shall have the right, but not the duty, to (1) investigate and settle the demand, claim, lawsuit or proceeding, and (2) participate in the defense of the demand, claim, lawsuit or proceeding.

If a demand, claim, lawsuit or proceeding as described in the preceding paragraph is brought, the Tenant shall pay all expenses, costs, losses, damages, fees, including attorney fees, fines, forfeitures, judgments and awards that result from the demand, claim, lawsuit or proceeding. If the demand, claim, lawsuit or proceeding was settled by the County, the Tenant shall have no payment obligation unless it approved the settlement.

The County shall not be liable for any damage to the Leased Premises or improvements of Tenant nor for any damage to personal property of anyone in any way whatsoever. The County shall not be liable for loss of or damage by theft, act of God or in any manner whatsoever to anyone by virtue of entering into this Lease Agreement or the use of the Leased Premises.

In this section, “County” includes Waukesha County and the Waukesha County Airport Commission and all of their members, employees, officials, officers and agents.

8. Insurance – Tenant agrees that it will at all times during the term of this Lease Agreement, keep in force and effect insurance policies as outlined below, issued by a company or companies authorized to do business in the state of Wisconsin and satisfactory to the County. Such insurance shall be primary. Tenant shall furnish the County with a certificate of insurance evidencing the required insurance which references this Lease Agreement and additional insured status of the County. The County shall be given thirty (30) days advance notice of cancellation or nonrenewal of required insurance during the term of this Lease Agreement.
  - a. Commercial General Liability Insurance covering premises and operations, personal injury, blanket contractual and independent contractors coverage for the Leased Premises with a limit of liability not less than \$1,000,000.00. Waukesha

County, its boards, commissions, agencies, officers, employees and representatives shall be named as additional insured and so stated on the certificate of insurance.

9. War, National Emergency, Riot, or Natural Disaster – During time of war, national emergency, riot or natural disaster, the County shall have the right to lease the entire Airport or any part thereof (including the Leased Premises) to the United States or State of Wisconsin for military or national Guard use and, in such event, the provisions of this Lease Agreement, insofar as they are inconsistent with the provisions of any lease to any such unit of government, shall be suspended for the term of such government lease.
10. Access to Leased Premises – To the extent necessary to protect the rights and interests of the County, or to investigate compliance with the terms of this Lease Agreement, the Airport Manager or his designee shall at any and all times have the right to inspect the Leased Premises, including all buildings, structures, and improvements erected thereon.
11. Government Use of Airport – This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States Government, relative to the operation or maintenance of the Airport, the execution of which has been, or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.
12. Discrimination – Tenant, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration thereof, does hereby covenant and agree that a) no person on the grounds of race, sex, color, physical handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said Leased Premises, b) that in the construction of any improvements on, over, or under such Leased Premises and the furnishings of services, thereon, no person on the grounds of race, sex, color, physical handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and c) that the Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
13. Costs of Enforcement – Tenant covenants and agrees to pay and discharge all reasonable costs, attorneys' fees, and expenses that shall be made and incurred by the County in enforcing the covenants and agreements of this Lease Agreement.
14. Liens – Tenant agrees to promptly pay all sums legally due and payable on account of any labor performed on, or materials furnished for the Leased Premised. Tenant shall not permit any liens to be placed against the Leased Premises on account of labor performed or material furnished, and in the event such a lien is placed against the Leased Premises, Tenant agrees to save the County harmless from any and all such asserted claims and liens

and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

15. Assignment/Subleasing – This Lease Agreement may not be assigned or transferred in any way by the Tenant, nor may the Leased Premises be sublet without the advanced written consent of the County.
16. Default and Termination – This Lease Agreement will automatically terminate and Tenant shall have no further right herein in the event that there exists any default in this Lease Agreement which continues to exist for a period of ten (10) days after the County gives Tenant written notice of such default, including any default in the payment of rent. Further, this Lease Agreement shall terminate at any time that any of the rules of the Airport Industrial Park are not complied with by Tenant, unless the County has given permission to Tenant not to abide by said rules. Further, Tenant shall be subject to all rules, regulations and requirements of the FAA and any violation thereof after being given notice to cure which exists for a period of ten (10) days after said notice shall terminate this Lease Agreement.
17. Additional Termination Rights – The County may terminate this Lease Agreement if any of the following events occur:
  - a. A determination by the Waukesha County Board of Supervisors, by resolution or ordinance, that termination is necessary to secure federal funding for Airport development. In this event, the County shall use all reasonable efforts to give Tenant sixty (60) days advance written notice of its intent to terminate the Agreement. It is understood that the length of this advance written notice may be dependent upon federal or state government requirements pertaining to funding, but at no time shall such notice be less than thirty (30) days. At the expiration of the notice period, title to any and all improvements made by Lessee upon the Leased Premises not removed by Tenant shall immediately vest in the County without further proceedings, conveyances or compensation, and the County may immediately enter and take possession.
  - b. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and facilities, or any substantial part of parts thereof, in such manner as to substantially restrict Tenant, for a period of at least sixty (60) days, from its operations.
  - c. The FAA requires or requests use of the demised property for airport related purposes following ninety (90) days written notice to Tenant.
18. Remedies Cumulative/No Waiver – All of the rights and remedies given to the County in this Lease Agreement are cumulative and no one is exclusive of any other. The County

shall have the right to pursue any one or all of such remedies or any other remedy or relief that may be provided by law, whether stated in this Lease Agreement or not.

The failure of the County to take action with respect to any breach by Tenant of any covenant, condition or obligation in this Lease Agreement shall not be a waiver of such covenant, condition or obligation or a subsequent breach of the same or any other covenant, condition or obligation. The acceptance by the County of any rent or other payment shall not be a waiver by it of any breach by Tenant of any covenant, condition or obligation.

19. Consistent Uses Allowed – The County hereby retains the right to utilize the Leased Premises for the purposes of utility and other easements which do not interfere with the Tenant’s use of the Leased Premises. In the event the County exercises its right to permit easements for utilities or other purposes across the Leased Premises, the County shall be responsible for installation and maintenance thereof and shall return the Leased Premises to Tenant after installation and maintenance thereof in the same condition as previous to the installation and maintenance.
20. Governing Law/Venue – This Lease Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Wisconsin. Any lawsuit related to or arising out of disputes under this Lease Agreement shall be commenced and tried in the circuit court of Waukesha County, Wisconsin, and the County and the Tenant submit to the exclusive jurisdiction of the circuit court for such lawsuits.
21. Counterparts – This Lease Agreement may be executed in several counterparts, each of which shall be taken to be an original, and all collectively but one instrument.
22. Severability – In the event that any provision in this Lease Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Lease Agreement, provided that the invalidity of any such provision does not materially prejudice either the County or Tenant in their respective rights and obligations contained in the valid provisions of this Lease Agreement.
23. Survival of Obligations – The Tenant shall be responsible for the obligations in Section 7 in perpetuity. Additionally, any payment obligation and repair obligation that exists as of the termination or cancellation of this Lease Agreement shall extend until the obligation is satisfied.
24. Successors Bound – All of the provisions, covenants, and stipulations in this Lease Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties.
25. Entire Agreement – This Lease Agreement, together with any exhibits, contains and embodies the entire agreement between the County and the Tenant and supersedes and

replaces any and all prior agreements, understandings and promises on the same subject, whether they are written or oral.

26. Notices – Notices to the County or Tenant provided for in this Agreement shall be hand delivered or sent by certified mail, postage prepaid, addressed to:

County  
Airport Manager  
Waukesha County Airport  
2525 Aviation Drive  
Waukesha, WI 53188

Tenant  
Lynn Olenik  
Humane Animal Welfare Society  
701 Northview Road  
Waukesha, WI 53188

or to such other addresses as the parties may designate to each other in writing from time to time, and such notices shall be deemed to have been given when so sent.

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

28. By execution of this Lease Agreement Tenant hereby waives any right, title or interest it may have had in any previous lease with Waukesha County, including the Current Lease, and understands that all previous leases and arrangements with the County are hereby terminated and deemed to be of no effect and Tenant releases the County and its assigns from any and all obligations the County or its assigns may have had under any previous leases.

IN WITNESS WHEREOF, the parties have hereto have caused this Lease Agreement to be executed by their proper officers, as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

WAUKESHA COUNTY:

HUMANE ANIMAL WELFARE SOCIETY  
OF WAUKESHA COUNTY, INC. (Tenant)

\_\_\_\_\_  
Kurt S. Stanich  
Airport Manager

\_\_\_\_\_  
Name:  
Title:

FISCAL NOTE

APPROVE LEASE AGREEMENT BETWEEN THE HUMANE ANIMAL WELFARE  
SOCIETY AND WAUKESHA COUNTY

This ordinance approves replacing an existing agreement between the County and the Humane Animal Welfare Society (HAWS) of Waukesha County for lease of land along Northview Road in the City of Waukesha. The old lease for approximately 0.8 acres would be expanded to about 2.44 acres, and the added space would be used for additional parking and dog walking trails. Total annual rent paid by HAWS to the County would increase from \$300 per year under the old agreement to \$1,220 per year (at \$500 per acre) under the new agreement, for an annual increase of \$920. The annual rent under the new lease will be adjusted annually for changes in the Consumer Price Index, with a minimum increase of 3.5% and a maximum of 7.5%.

The lease will have an initial term of 20 years, with options for two 20-year extensions thereafter.

This ordinance results in no additional direct tax levy impact.

*Lawrence M. Dahl*

Lawrence M. Dahl  
Accounting Services Manager





**WAUKESHA COUNTY**  
**OFFICE OF THE COUNTY EXECUTIVE**

**MEMO:**

---

DATE: July 5, 2016  
TO: Chairman Paul Decker  
FROM: Paul Farrow  
RE: Reappointment of County Representative to the Board of Adjustment

I am pleased to submit to the County Board for your consideration, the reappointment of Mr. Rob Schuett as an alternate to the Board of Adjustment. His term will expire July 2019.

PF:kb

cc: Kathleen O. Novack  
Dale Shaver





WAUKESHA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

**MEMO:**

---

DATE: July 6, 2016  
TO: Chairman Paul Decker  
FROM: Paul Farrow  
RE: Reappointment of County Representative to the ADRC Advisory Board

I am pleased to submit to the County Board for your consideration, the reappointment of Ms. Maria Cizel to the ADRC Advisory Board. Ms. Cizel has served on the board since 2013 and has shown interest in being reappointed. Her term will expire August 2019.

PF:kb

cc: Kathleen O. Novack  
Luann Page





WAUKESHA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

**MEMO:**

---

DATE: July 6, 2016  
TO: Chairman Paul Decker  
FROM: Paul Farrow  
RE: Reappointment of County Representative to the ADRC Advisory Board

I am pleased to submit to the County Board for your consideration, the reappointment of Ms. Margaret Gamez to the ADRC Advisory Board. Ms. Gamez has served on the board since 2013 and has shown interest in being reappointed. Her term will expire August 2019.

PF:kb

cc: Kathleen O. Novack  
Luann Page





WAUKESHA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

**MEMO:**

---

DATE: July 6, 2016  
TO: Chairman Paul Decker  
FROM: Paul Farrow  
RE: Appointment of County Representative to the ADRC Advisory Board

I am pleased to submit to the County Board for your consideration, the appointment of Ms. Sandra Heberling to the ADRC Advisory Board. Ms. Heberling is currently a resident of Big Bend who has previously resided in Racine County and attended the Racine Co. ADRC meetings as a citizen. In the past, Ms. Heberling served as the primary caretaker and care liaison for her elderly mother-in-law and father-in-law and appreciated the services that the Racine Co. ADRC provided for them in their time of need. Ms. Heberling currently has legal custody of her own three grandchildren and believes her experiences will serve the Waukesha County community well on the ADRC Advisory Board. She will be replacing Ms. Carolyn Spitz whose term will expire in August 2016. Ms. Heberling's term, if appointed, will expire in August 2019.

PF:kb

cc: Kathleen O. Novack  
Luann Page





WAUKESHA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

**MEMO:**

---

DATE: July 6, 2016  
TO: Chairman Paul Decker  
FROM: Paul Farrow  
RE: Appointment of County Representative to the ADRC Advisory Board

I am pleased to submit to the County Board for your consideration, the appointment of Ms. Carla Friedrich to the ADRC Advisory Board. Ms. Friedrich served as the primary caretaker for her late father and currently takes care of her elderly mother. Ms. Friedrich is a resident of Waukesha and has previously volunteered for the Wisconsin Board of Aging and Disability, assisting with quality care checks of both physically and mentally disabled clients in a West Allis facility and has worked with Humana as a senior-care insurance provider and liaison. Ms. Friedrich would like to offer her time and knowledge to the ADRC Advisory Board as she has experience caring for the elderly, and is also very familiar with helping those that are disabled and seeking assistance from the ADRC. She will be replacing Mr. Glenn Lee whose term will expire in August 2016. Ms. Friedrich's term, if appointed, will expire in August 2019.

PF:kb

cc: Kathleen O. Novack  
Luann Page





**WAUKESHA COUNTY**  
**OFFICE OF THE COUNTY EXECUTIVE**

**MEMO:**

---

DATE: July 6, 2016  
TO: Chairman Paul Decker  
FROM: Paul Farrow  
RE: Appointment of County Representative to the Health and Human Services Board

I am pleased to submit to the County Board for your consideration, the appointment of Mr. Jeffrey Genner to the Health and Human Services Board. Mr. Genner is currently a medical professional with years of experience as a registered nurse both for private hospitals as well as decorated Veteran who served as Chief Nurse of Forward Operating Base Salerno, Afghanistan and is attentive in Veteran's issues and programs. Most recently he received his MBA from the University of Wisconsin –Milwaukee and is employed as the Interim Director of Critical Care for ProHealth Care. He will be replacing Ms. Lori Cronin who resigned in January, 2016 and whose unfulfilled term will expire in April 2018.

PF:kb

cc: Kathleen O. Novack  
Antwayne Robertson





WAUKESHA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

**MEMO:**

---

DATE: July 6, 2016  
TO: Chairman Paul Decker  
FROM: Paul Farrow  
RE: Appointment of County Representative to the Health and Human Services Board

I am pleased to submit to the County Board for your consideration, the appointment of Ms. Vicki Dallmann-Papke to the Health and Human Services Board. Ms. Dallmann-Papke is a licensed registered nurse who also holds a Master's Degree in Education. She has worked as a registered nurse for ProHealth Care in Waukesha as a charge nurse, and currently serves as the Director of Population Health & Employer Services. She also has taught undergraduate and graduate-level nursing courses for Cardinal Stritch University. She will be replacing Ms. Sarah Justin whose term expired in April, 2016. Ms. Dallmann-Papke's term, if appointed, will expire in April 2019.

PF:kb

cc: Kathleen O. Novack  
Antwayne Robertson





WAUKESHA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

**MEMO:**

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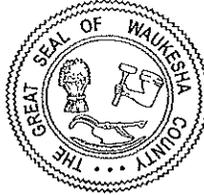
DATE: July 6, 2016  
TO: Chairman Paul Decker  
FROM: Paul Farrow  
RE: Reappointment of County Representative to the Health and Human Services

I am pleased to submit to the County Board for your consideration, the reappointment of Dr. Steve Kulick to the Health and Human Services Board. His term expired April of 2016 and he has indicated that he is interested in being reappointed. His term will expire in April 2019.

PF:kb

cc: Kathleen O. Novack  
Antwayne Robertson





**WAUKESHA COUNTY**  
OFFICE OF THE COUNTY EXECUTIVE

**MEMO:**

---

DATE: July 6, 2016  
TO: Chairman Paul Decker  
FROM: Paul Farrow  
RE: Appointment of County Representative to Public Health Advisory Committee

I am pleased to submit to the County Board for your consideration, the appointment of Ms. Caroll Niewolny to the Public Health Advisory Committee. Ms. Niewolny is a licensed Public Health Nurse with a Master's Degree in Nursing. She was previously employed as a clinical nursing instructor and most recently was the Ramsey County Occupational Health and Safety Manager in Ramsey County, Minnesota. She recently moved to Waukesha County to live closer to her family and looks forward to being able to serve the citizens of Waukesha County in a volunteer fashion.

PF:kb

cc: Kathleen O. Novack  
Dr. Nancy Healy-Haney





WAUKESHA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

**MEMO:**

---

DATE: July 6, 2016  
TO: Chairman Paul Decker  
FROM: Paul Farrow  
RE: Appointment of County Representative to Public Health Advisory Committee

I am pleased to submit to the County Board for your consideration, the appointment of Ms. Mary Baer to the Public Health Advisory Committee. Ms. Baer is long-time resident of Waukesha County having worked in multiple capacities to serve both businesses and citizens of Waukesha County. Ms. Baer recently retired from the Waukesha County Business Alliance as Vice President Community Engagement. She has been serving the community as a volunteer for various agencies, including but not limited to the following: member of the Thriving Waukesha County Committee, Waukesha Memorial Hospital Community Advocate, and Food Pantry of Waukesha County Volunteer.

PF:kb

cc: Kathleen O. Novack  
Dr. Nancy Healy-Haney



ADOPTION OF THE 2016 WAUKESHA COUNTY  
ALL HAZARD MITIGATION PLAN

1  
2  
3  
4  
5 WHEREAS, Waukesha County recognizes the threat that natural, technological, and man-made  
6 hazards pose to people, property, and the environment; and

7  
8 WHEREAS, undertaking hazard mitigation actions before disasters occur reduces the potential  
9 for harm to people, property, the environment, while saving taxpayer dollars; and

10  
11 WHEREAS, an adopted all hazard mitigation plan is required by the Federal Emergency  
12 Management Agency (FEMA) as a condition of future grant funding for mitigation projects  
13 under FEMA pre- and post-disaster mitigation grant programs; and

14  
15 WHEREAS, Waukesha County participated jointly in the planning and update process with other  
16 local units of government, the State of Wisconsin and the Federal Emergency Management  
17 Agency to prepare the 2016 Waukesha County All Hazard Mitigation Plan, which was made  
18 available for review and will reside permanently in the Waukesha County Emergency  
19 Management Division; and

20  
21 WHEREAS, Wisconsin Emergency Management and Federal Emergency Management Agency,  
22 Region V, officials reviewed the 2016 update and approved it contingent upon official adoption  
23 by the participating governing bodies in Waukesha County;

24  
25 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS  
26 that Waukesha County hereby repeals the 2011 Hazard Mitigation Plan, recreates and adopts the  
27 2016 Waukesha County All Hazards Mitigation Plan as the official hazard mitigation plan for  
28 Waukesha County, and endorses and agrees to participate in the implementation of the 2016  
29 Waukesha County All Hazard Mitigation Plan as it applies to this jurisdiction.



## 2.1 Introduction and Overview

Published 12/9/2015 15:44 by Dalko Abe

### WAUKESHA COUNTY, WISCONSIN HAZARD MITIGATION PLAN

PREPARED BY:

WAUKESHA COUNTY HAZARD MITIGATION STEERING COMMITTEE

WAUKESHA COUNTY OFFICE OF EMERGENCY MANAGEMENT

WAUKESHA COUNTY COMMUNITIES

ADOPTED [INSERT DATE]

BY THE WAUKESHA COUNTY BOARD OF SUPERVISORS

### I. Introduction and Overview

The Waukesha County Hazard Mitigation Plan is intended to provide strategies for reducing susceptibility to future damage to public and private infrastructure in the county. The procedures utilized in preparing this plan are based on guidance provided by FEMA and WEM and should therefore be considered consistent with the requirements and procedures in the Disaster Mitigation Act of 2000.

Section 409 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-228, as amended) is the impetus for involvement of state and local governments in evaluating and mitigating natural hazards as a condition of receiving federal disaster assistance. The Federal Emergency Management Agency (FEMA) has rules in 44 CFR Part 206 Subpart M for implementing Section 409.

Section 409 states that the county is obligated to try to reduce any hazard that has received relief funding in the past. Developing a hazard mitigation plan provides an opportunity for communities to meet this requirement by developing strategies for reduction of potential losses from future natural disasters. Hazard mitigation planning is the process of developing a set of actions designed to reduce or eliminate long-term risk to people and property from hazards and their effects. Completion of this plan should put Waukesha County in an advantageous position when competing for pre- and post-disaster mitigation project dollars because projects have been pre-identified. The cooperation of government, private and volunteer agencies is essential in mitigation efforts and over the long term it is hoped that implementation of this plan will save taxpayer dollars because less money is needed for post-disaster recovery activities. Furthermore, mitigation planning measures incorporated in economic or community development goals support more comprehensive and effective government. This plan evaluates the risks that all natural hazards pose to the citizens and property of Waukesha County by presenting:

- A profile and analysis of past hazardous events
- An assessment of vulnerability of community assets
- Potential hazard mitigation strategies
- Methods for building community support and ensuring plan adoption

#### Plan Overview

The Waukesha County Hazard Mitigation Plan provides background information on Waukesha County and identifies those hazards that have occurred or could occur in the county. It includes a description of each hazard, its frequency of occurrence, appropriate actions in case of emergency and possible steps to mitigate the hazard. These hazards are the basis for the development of all county emergency plans.

A well-prepared plan allows emergency management to act swiftly and efficiently in the event of a hazard, reducing the damage and the cost incurred from displacing residents and businesses. Hazard mitigation activities will be emphasized in the plan as a major component of overall emergency management. The plan is intended to provide strategies for reducing future damages to public and private infrastructure in the county, including flood damage.

#### Standard:

- Wisconsin Emergency Management (WEM) Mitigation Standard 2015; Element D Plan Review, Evaluation, and Implementation (UPDATES ONLY)
  - D1. Was the Plan revised to reflect changes in development? 44 CFR 201.6(d)(3)
    - D1.1. Changes in development in hazard prone areas that increased or decreased the vulnerability of each jurisdiction
    - D1.2. If no changes in development impacted the jurisdiction's vulnerability, validate the information in the previous plan

Waukesha County Office of Emergency Management  
1621 Woodburn Road, Waukesha, WI 53188  
Telephone (262) 548-7580 | wcc@waukeshacounty.gov

## 2.5 Risk Assessment

Published 4/22/2016 19:32 by a-reum han



### V. Risk Assessment

Waukesha County recognizes that a community's All Hazard Risk Assessment is the fundamental building block of the four core functions of emergency management: prepare, respond, recover, and mitigate. In today's hazard environment, emergency management is the crux of solving the complex challenges that face our communities during an emergency or following a disaster. The disaster activity over the past several years has re-emphasized the importance for communities to invest in creating thorough strategies to develop comprehensive emergency plans and to test, train, and exercise all emergency operations.

The objective of the risk methodology is to devise a process to compare and evaluate which natural, technological, and political hazards are the greatest threats to the County and where mitigation actions should be focused to provide the best value to Waukesha. The All-Hazard Risk Assessment describes, analyzes, and assesses the risks facing Waukesha County from three categories of hazards: Natural, Technological, and Political. Natural hazards are those events that are a result of our surrounding environment, such as wildfires, flooding, or hurricanes. Technological hazards are events that are a result of the failure of infrastructure and systems that we have become dependent on for daily activities, such as transportation networks or utilities. Political hazards are those events that are a result of local, national, or international societal interactions, such as terrorism or civil disturbances.

Each hazard category will elaborate upon and define the different types of hazards that are associated with each, identify historical events that have occurred locally and/or regionally, define the hazard profiles, parameters, and characteristics; assess possible vulnerabilities; determine probable scenarios; and model select hazards. The hazards investigated were identified through extensive research that utilized input from Waukesha County, Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS), hazard experts, historical occurrences, Geographic Information System databases, and hazard specific data such as Flood Insurance Maps.

#### Scope of Analysis

The following is a list of the hazards investigated in this study.

Natural Hazard	Technological Hazards	Political Hazards
Drought & Dust Storms	Utility Failure	
Earthquakes	Hazard Materials Release	
Flooding & Dam Failure	Rail Transportation Incident	
Fog		
Forest & Wildfires		
Severe Temperatures		
Hail		
Lightning		
Thunderstorms		
Tornadoes & High Winds		
Winter Storms		



Many of the hazards in the Risk Assessment do not pose a significant risk because of their low-probability of occurring or minimal impact; however, these hazards are still addressed in this report. Hazards that were determined to not occur in Waukesha County (e.g. hurricanes) were removed from the Risk Assessment. Several hazard types (e.g. hazardous materials release) transcend hazard categories (i.e., natural, technological, and political).

### Hazard Loss Modeling

To supplement the impact analysis and risk determination, a hazard loss model and analysis was performed for select scenarios of each hazard category. The scenarios selected were based on historical occurrences of disasters, availability of data, and the severity of the hazard risk. The hazard loss analysis process utilized Hazards U.S. Multi Hazard (HAZUS-MH) modeling, Geographic Information Systems (GIS) analysis, and historical disaster data and information to conduct quantitative analysis to estimate the loss due to the selected natural, technological and political hazard events. HAZUS-MH is a powerful risk assessment software program for analyzing potential losses from floods and earthquakes. In HAZUS-MH, current scientific and engineering knowledge is coupled with the latest (GIS) technology to produce estimates of hazard related damage before, or after, a disaster occurs. The analysis reports obtained from the HAZUS-MH model includes the following:

- Estimation of the losses to structures and contents
- Estimation of the losses to structure use and function
- Projection of human losses
- Estimation of the primary direct and indirect loss

HAZUS-MH and GIS analysis was used to determine which individual assets were vulnerable to the largest potential losses; by adding the structure loss, content loss, and function loss for each asset to determine the total loss. This process produced the following:

- Calculation of the losses to each asset
- Calculation of the estimated damages for each hazard event
- Creation of a map that shows a composite of the areas of highest loss

Many of the human-induced hazards provide some unique implications for loss estimation because these events can take place with different magnitudes, in any location, at any time, and under various circumstances. Because the characteristics of many of the human-induced events are not definitive, a generalized loss analysis was conducted. The HAZUS-MH model was utilized when the human-induced hazard has geographic characteristics. When HAZUS-MH data was not relevant to the particular event, the best available historical data was used to provide a generalized loss estimate. The following scenarios were assessed and analyzed utilizing GIS data and HAZUS-MH modeling.

They are provided in the relevant section of this report.

### Hazard Risk Determination

The determination of the risks associated with each hazard were not based on empirical values, but instead based on a function of the probability of the event occurring and its potential impact. This approach was necessary due to the complexities of a uniformed all-hazard approach and the numerous direct and indirect factors for a unique community like Waukesha County. To remain consistent, a color-coded scale was utilized to provide a descriptive assessment of each risk. An example of the risk scale is provided. Each hazard risk assessment will go through a review process involving the Waukesha County Steering Committee.

#### Standard

- Federal Emergency Management Agency (FEMA) Local Mitigation Standard 2014; Risk Assessment; §201.6(c)(2): The plan shall include a risk assessment that provides the factual basis for activities proposed in the strategy to reduce losses from identified hazards. Local risk assessments must provide sufficient information to enable the jurisdiction to identify and prioritize appropriate mitigation actions to reduce losses from identified hazards.
  - 5. Identify Hazards; Requirement §201.6(c)(2)(i): [The risk assessment shall include a] description of the type ... of all natural hazards that can affect the jurisdiction.
    - 5. Does the new or updated plan include a description of the types of all natural hazards that affect the jurisdiction?
  - 6. Profiling Hazards; Requirement §201.6(c)(2)(i): [The risk assessment shall include a] description of the ... location and extent of all natural hazards that can affect the jurisdiction. The plan shall include information on previous occurrences of hazard events and on the probability of future hazard events.
    - 6.A. Does the risk assessment identify the location (i.e., geographic area affected) of each natural hazard addressed in the new or updated plan?
    - 6.B. Does the risk assessment identify the extent (i.e., magnitude or severity) of each hazard addressed in the new or updated plan?
    - 6.C. Does the plan provide information on previous occurrences of each hazard addressed in the new or updated plan?
    - 6.D. Does the plan include the probability of future events (i.e., chance of occurrence) for each hazard addressed in the new or updated plan?
  - 7. Assessing Vulnerability: Overview; Requirement §201.6(c)(2)(ii): [The risk assessment shall include a] description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description shall include an overall summary of each hazard and its impact on the community.
    - 7.B. Does the new or updated plan address the impact of each hazard on the jurisdiction?
  - 8. Assessing Vulnerability: Addressing Repetitive Loss Properties; Requirement §201.6(c)(2)(ii): [The risk assessment] must also address National Flood Insurance Program (NFIP) insured structures that have been repetitively damaged floods.
    - 8.A. Does the new or updated plan describe vulnerability in terms of the types and numbers of repetitive loss properties located in the identified hazard areas?
  - 9. Assessing Vulnerability: Identifying Structures; Requirement §201.6(c)(2)(ii)(A): The plan should describe vulnerability in terms of the types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard area ...
    - 9.A. Does the new or updated plan describe vulnerability in terms of the types and numbers of existing buildings, infrastructure, and critical facilities located in the identified hazard areas?



- 9.B. Does the new or updated plan describe vulnerability in terms of the types and numbers of future buildings, infrastructure, and critical facilities located in the identified hazard areas?
- ◇ 10. Assessing Vulnerability: Estimating Potential Losses; Requirement §201.6(c)(2)(ii)(B): [The plan should describe vulnerability in terms of an] estimate of the potential dollar losses to vulnerable structures identified in paragraph (c)(2)(ii)(A) of this section and a description of the methodology used to prepare the estimate ...
  - 10.A. Does the new or updated plan estimate potential dollar losses to vulnerable structures?
  - 10.B. Does the new or updated plan describe the methodology used to prepare the estimate?
- ◇ 11. Assessing Vulnerability: Analyzing Development Trends; Requirement §201.6(c)(2)(ii)(C): [The plan should describe vulnerability in terms of] providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.
  - 11.A. Does the new or updated plan describe land uses and development trends
- ◇ 12. Multi-Jurisdictional Risk Assessment; Requirement §201.6(c)(2)(iii): For multi-jurisdictional plans, the risk assessment must assess each jurisdiction's risks where they vary from the risks facing the entire planning area.
  - 12.A. Does the new or updated plan include a risk assessment for each participating jurisdiction as needed to reflect unique or varied risks?



## 2.5.1 Hazard Summary

Published 5/5/2016 15:28 by Daiko Abe

### Hazard Analysis

The following sections identify those hazards that have occurred or could occur in Waukesha County. Each includes a description of a hazard and its frequency of occurrence. Also included is a section that describes the general vulnerabilities of the community and its infrastructure to each particular type of hazard.

Wisconsin Emergency Management (WEM) completed and regularly updates the State Hazard Mitigation Plan, which was last revised in 2011. This plan describes the hazards that have occurred or are most likely to occur within the state and includes the frequency of occurrence, potential impacts and suggested actions to mitigate the hazard. This plan is the basis for the development of all emergency management plans and is distributed upon revision to county emergency management directors and other stakeholder agencies.

The Waukesha County Emergency Management Coordinator develops and annually updates a listing of all hazards that have occurred or could occur within the county. This listing includes the definition, frequency of occurrence and actions to mitigate the hazard. In general, the threat of most hazards is consistent throughout the county. The only hazard where there were differences identified within the county was for flooding and for that hazard, specific locations are identified.

Due to the geographic location of Wisconsin and/or Waukesha County, volcanoes, landslides, hurricanes, and tsunamis were not considered to be a risk and will not have mitigation strategies associated with them.

Wisconsin Emergency Management (WEM) Hazard Matrix						
No.	Hazard	Location (if the risk is not equal for the entire jurisdiction)	Frequency/Probability (i.e. Future Probability)	Magnitude/Extent (i.e. Strength or Magnitude)	Vulnerability (i.e. Consequence and Impact)	Overall Risk Rating
01	Droughts and Dust Storms	Droughts will primarily impact the agricultural community of Waukesha County.	Medium	Low	Low	Low
02	Earthquakes	Countywide	Low	Low	Medium	Low
03	Flooding and Dam Failure	Historically, flooding has most significantly affected communities such as the villages of Elm Grove and Pewaukee; the cities of Brookfield, New Berlin, Muskego and Waukesha; and the unincorporated portions of Waukesha County.	High	High	High	High
04	Fog	Countywide	Medium	Low	Low	Low

05	Forest and Wildfires	As illustrated on the plan's wildfire maps, the highest risk areas are the areas where wildland is in close proximity to urban settlements. Communities adjacent to and surrounded by wildlands (e.g. areas of grassland, woodlands, bushland, scrubland) are most at risk of wildfires.	Low	Low	Low	Low
06	Hail	Countywide	High	Medium	Low	Medium
07	Lightning	Countywide	High	Medium	Medium	Medium
08	Severe Temperatures	Countywide	Medium	Medium	Medium	Medium
09	Thunderstorms	Countywide	High	Medium	Low	Medium
10	Tornadoes and High Winds	The highest risks associated with tornadoes and severe winds are within the urban areas of the County. The larger cities—Waukesha, New Berlin, Brookfield, Muskego, Oconomowoc, and Pewaukee and the Village of Menomonee Fall will suffer the greatest losses if a tornado touches down in one of these communities.	Medium	Medium	Medium	Medium
11	Winter Storms	Countywide	Medium	Medium	Low	Medium
12	Hazardous Materials Release	Near transit hubs, rail, or large industrial facilities that store or produce hazardous materials	Medium	Medium	Medium	Medium



13	Utility Failure	The highest risks associated with power failures and utility failures are in communities with hospitals, nursing homes, care facilities, elderly housing facilities and other housing/care facilities occupied by vulnerable populations.	Medium	Medium	Medium	Medium
14	Rail Transportation Incident	Countywide; Specifically near major rail lines and routes.	Low	Low	Medium	Low

- Wisconsin Emergency Management (WEM) Mitigation Standard 2015; Element B: Hazard Identification and Risk Assessment (see the end of this element for a checklist to use in reviewing each hazard section)
  - ◊ B1. Does the Plan include a description of the type, location, and extent of all natural hazards that can affect each jurisdiction? 44 CFR 201.6(c)(2)(i) and (iii)
    - B1.1. Description of natural hazards[1] that affect jurisdictions in the planning area
    - B1.2. Rationale for any omitted natural hazards that affect jurisdictions in the planning area
    - B1.3. Location (geographic areas in planning area) of each hazard; for multi-jurisdictional plans: description of hazards for participating jurisdictions that are unique or varied from those affecting the overall planning area (flooding, dam failure, wildfire)
    - B1.4. Extent (strength or magnitude) of each hazard
  - ◊ B3. Is there a description of each identified hazard's impact on the community as well as an overall summary of the community's vulnerability for each jurisdiction? 44 CFR 201.6(c)(2)(ii)
    - B.3.1 Potential impacts of each identified hazard for each participating jurisdiction
    - B.3.2 Vulnerability of each participating jurisdiction to the identified hazards
  - ◊ B5. Hazard Matrix
    - B5.2. Location (if the risk is not equal for the entire jurisdiction)
    - B5.3. Extent (strength or magnitude)
    - B5.5. Future Probability
    - B5.7. Vulnerability
- Federal Emergency Management Agency (FEMA) Local Mitigation Standard 2014; Risk Assessment; §201.6(c)(2): The plan shall include a risk assessment that provides the factual basis for activities proposed in the strategy to reduce losses from identified hazards. Local risk assessments must provide sufficient information to enable the jurisdiction to identify and prioritize appropriate mitigation actions to reduce losses from identified hazards.
  - ◊ 7. Assessing Vulnerability: Overview; Requirement §201.6(c)(2)(ii): [The risk assessment shall include a] description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description shall include an overall summary of each hazard and its impact on the community.
    - 7.A. Does the new or updated plan include an overall summary description of the jurisdiction's vulnerability to each hazard?

1 AMEND THE SHERIFF'S DEPARTMENT 2016 BUDGET FOR THE  
2 EXPENDITURE OF OFFICE OF NATIONAL DRUG CONTROL  
3 POLICY COOPERATIVE AGREEMENT FUNDS  
4  
5

6 WHEREAS, the Sheriff's Department has participated with the Office of National Drug Control  
7 Policy to support increased drug investigation and enforcement in the Milwaukee High Intensity  
8 Drug Trafficking Area (HIDTA), which includes Waukesha County, and  
9

10 WHEREAS, federal funds are available for participants in the HIDTA program through  
11 cooperative agreement awards from the Office of National Drug Control Policy, and  
12

13 WHEREAS, the Waukesha County Sheriff's Department has two years to spend the HIDTA  
14 award, and  
15

16 WHEREAS, the Waukesha County Sheriff's Department 2016 grant award is \$55,179 and of  
17 that amount only \$9,660 was appropriated in 2016 budget process, and  
18

19 WHEREAS, the Department desires to make use of the unbudgeted funds for overtime and  
20 equipment purchases to enhance drug investigation efforts as required by HIDTA guidelines.  
21

22 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS  
23 that the Waukesha County Sheriff's Department is authorized to accept a High Intensity Drug  
24 Trafficking Area cooperative agreement award of \$55,179 in 2016 funding from the Office of  
25 National Drug Control Policy.  
26

27 BE IT FURTHER ORDAINED that the Waukesha County Sheriff's Department 2016 Budget is  
28 modified by increasing intergovernmental revenues by an additional \$45,519 and increasing the  
29 personnel appropriation by \$5,067 and the operating appropriation by \$40,452 for expenditures  
30 made in accordance with the High Intensity Drug Trafficking Area award guidelines.

FISCAL NOTE

AMEND THE SHERIFF'S DEPARTMENT 2016 BUDGET FOR  
THE EXPENDITURE OF OFFICE OF  
NATIONAL DRUG CONTROL POLICY COOPERATIVE AGREEMENT FUNDS

This ordinance allows the Sheriff's Department to accept the Office of National Drug Control Policy cooperative agreement award funds totaling \$55,179. The 2016 Adopted Budget included \$9,660 of HIDTA grant funds. This ordinance further authorizes the Sheriff's Department to appropriate \$45,519 of non-appropriated cooperative funds in the 2016 Budget to be spent on staff overtime and equipment.

According to the Sheriff's Department, the funds are planned to be used to purchase the items noted in the chart below

Item	Description	Amount
Overtime and Corresponding Benefits	Provides 84 hours of detective overtime for the investigation of HIDTA related cases.	\$5,067
Surveillance Equipment	The Department is requesting to purchase surveillance and recording equipment to assist with the investigation of HIDTA related cases.	\$25,661
Maintenance Agreement	Pays for Cellbrite software licensing and money counter maintenance agreement as these items are used in the investigation of HIDTA related cases.	\$4,791
Buy Money	HIDTA is allocating \$10,000 for drug buy money for drug case development.	\$10,000
	Total	\$45,519

These purchases support the investigation and enforcement activities in the Milwaukee High Intensity Drug Trafficking Area (HIDTA) which includes Waukesha County.

This ordinance has no new tax levy impact for 2016 or subsequent years.

*Lawrence M. Dahl*

Lawrence M. Dahl  
Accounting Services Manager

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