

171st 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: Caroll 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
171-O-027	07/28/16 08/04/16	Land Use	ORD: Amend The Town Of Oconomowoc District Zoning Map Of The Waukesha County Zoning Code For The Town Of Oconomowoc By Revising A Previously Imposed Condition Of Approval Of Enrolled Ordinance No. 166-70 For Lands Located In Part Of The NW ¼ Of Section 20, T8N, R17E, Town Of Oconomowoc, Waukesha County (CZ-1663B)
171-O-028	07/28/16 08/04/16	Land Use Finance	ORD: Execute Subgrantee Agreements And HUD Grant Agreement For Community Development Block Grant (CDBG) And Home Investment Partnership (HOME) Programs For The 2017 Program Year
171-O-029	08/03/16 08/04/16	Public Works	ORD: Laying Out, Relocation And Improvement Of County Trunk Highway TT, West Waukesha Bypass, Waukesha County Project I.D. 2788-00-22, Revision Number 5
171-O-030	08/04/16 08/04/16	Executive Public Works Finance	ORD: Delete Existing Capital Project #201311 South And West Terminal Ramp Expansion, Create New Airport Ramp Expansion Project With Modified Scope And Revenue #201621, And Modify The 2016 Capital Projects Budget
171-O-031	08/04/16 08/04/16	Executive HR Finance	ORD: Repeal And Recreate Portions Of Waukesha County Code Of Ordinances, Section 7-95 Travel Expenses
171-O-032	07/28/16 08/04/16	Executive Finance	ORD: Modify The Bridges Library System 2016 Budget To Accept And Appropriate Grant Funding To Improve Library Services To Youth And Citizens With Special Needs
171-O-033	08/03/16 08/04/16	Judiciary Finance	ORD: Accept Victims Of Crime Act Grant Funding And Modify The Waukesha District Attorney's Office 2016 Budget
171-O-034	09/01/16 09/08/16	Land Use	ORD: Amend The Town Of Ottawa District Zoning Map Of The Waukesha County Zoning Code For The Town Of Ottawa By Conditionally Rezoning Certain Lands Located In Part Of The NW ¼ Of The SW ¼ Of Section 1, T6N, R17E, Town Of Ottawa, From The P-I Public And Institutional District To The AD-10 Agricultural Density District 10 (CZ-1837)

171st BOARD YEAR
LEGISLATIVE ITEMS RECEIVED FOR COMMITTEE REFERRAL

File No.	Rec/Ref	Referred to:	Title
171-O-035	09/01/16 09/08/16	Land Use	ORD: Amend The Waukesha County Shoreland And Floodland Protection Ordinance District Zoning Map Of The Town Of Waukesha And The Town Of Waukesha Zoning Code By Conditionally Rezoning Certain Lands Located In Part Of The SW ¼ Of The SW ¼ Of Section 29 And Part Of The NW ¼ Of The NW ¼ Of Section 32, T6N, R19E, Town Of Waukesha, Waukesha County, Wisconsin, From The A-1 Agricultural District To The R-1 Residential District (Town And County) (SZT-1817A)
171-O-036	09/07/16 09/08/16	Land Use	ORD: Amend The Text Of The Waukesha County Shoreland And Floodland Protection Ordinance To Incorporate Revised Shoreland Zoning Provisions To Comply With Revised State Shoreland Zoning Rules And Laws And To Modernize Various Code Provisions (SZ-1459M)
171-O-037	09/07/16 09/08/16	Land Use	ORD: Amend The Text Of The Waukesha County Shoreland And Floodland Subdivision Control Ordinance To Incorporate Minimum Lot Size And Width Requirements (SZ-1459N)
171-O-038	09/07/16 09/08/16	Land Use	ORD: Amend The Text Of The Waukesha County Zoning Code To Modernize And Update Various Zoning Provisions To Provide Consistency With The Concurrently Proposed Waukesha County Shoreland And Floodland Protection Ordinance Text Amendments (CZ-1459O)
171-O-039	09/07/16 09/08/16	Public Works Finance	ORD: Modify The 2016 Vehicle And Equipment Replacement Budget
171-A-026	09/07/16 09/08/16	Executive	APPT: Chuck Wood to the Community Development Block Grant (CDBG) Board
171-A-027	09/07/16 09/08/16	Executive	APPT: Robert Kolb to the Health & Human Services Board
171-O-040	09/07/16 09/08/16	Executive Public Works Finance	ORD: Approve New Fixed Base Operator Agreement With Waukesha Flying Services, Inc., d/b/a Atlantic Aviation
171-R-001	09/07/16 09/08/16	Executive	RES: Adopt Five-Year Capital Projects Plan
171-O-041	09/07/16 09/08/16	HR Judiciary	ORD: Eliminate Civil Service Recruitment And Selection For Law Enforcement Positions, Abolish The Sheriff's Civil Service Commission, And Amend The County Code Of Ordinances Accordingly
171-O-042	09/01/16 09/08/16	HR Finance	ORD: Approve The 2017 Employee Retention/Severance Policy

1 AMEND THE TOWN OF OTTAWA DISTRICT ZONING MAP OF THE WAUKESHA
2 COUNTY ZONING CODE FOR THE TOWN OF OTTAWA BY CONDITIONALLY
3 REZONING CERTAIN LANDS LOCATED IN PART OF THE NW ¼ OF THE
4 SW ¼ OF SECTION 1, T6N, R17E, TOWN OF OTTAWA, FROM THE P-I
5 PUBLIC AND INSTITUTIONAL DISTRICT TO THE AD-10
6 AGRICULTURAL DENSITY DISTRICT 10 (CZ-1837)
7
8

9 WHEREAS, after proper notice was given, a public hearing was held and the subject matter of
10 this Ordinance was approved by the Ottawa Town Board on July 11, 2016, and
11

12 WHEREAS, the matter was referred to and considered by the Waukesha County Park and
13 Planning Commission, which recommended approval and reported that recommendation to the
14 Land Use, Parks and Environment Committee and the Waukesha County Board of Supervisors,
15 as required by Section 59.69, Wis. Stats.
16

17 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
18 that the Town of Ottawa District Zoning Map of the Waukesha County Zoning Code, Waukesha
19 County, Wisconsin, adopted by the Waukesha County Board of Supervisors, on February 26,
20 1959, is hereby amended to conditionally rezone certain lands located in part of the NW ¼ of the
21 SW ¼ of Section 1, T6N, R17E, Town of Ottawa, from the P-I Public and Institutional District to
22 the AD-10 Agricultural Density District 10, and more specifically described in the "Staff Report
23 and Recommendation" and map on file in the office of the Waukesha County Department of
24 Parks and Land Use and made a part of this Ordinance by reference CZ-1837, subject to the
25 following condition:
26

- 27 • A Certified Survey Map (CSM) be prepared in conjunction with this zoning change that
28 designates an appropriate 'trail easement' up to 100' in width along the east lot line of
29 the subject parcel for the benefit of the Ice Age National Scenic Trail and the Ice Age
30 Trail Alliance. If a CSM is not subsequently submitted to the Town of Ottawa for review
31 within six months of the effective date of the zoning change, the zoning change will
32 automatically revert back to the Public and Institutional zoning category.
33

34 BE IT FURTHER ORDAINED that the Waukesha County Clerk shall file a certified copy of
35 this Ordinance with the Town Clerk of Ottawa.
36

37 BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon passage,
38 approval and publication.
39

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

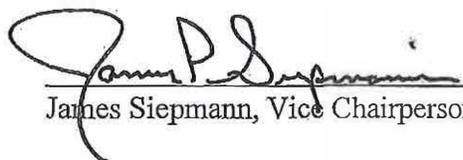
COMMISSION ACTION

The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Waukesha County Zoning Code, hereby recommends approval of (CZ-1837 Soli Deo Gloria LLC/Petra and Mike Dekan) in accordance with the attached "Staff Report and Recommendation."

PARK AND PLANNING COMMISSION

August 18, 2016


Richard Morris, Chairperson


James Siepmann, Vice Chairperson


William Mitchell, Secretary


Robert Peregrine


Gary Goodchild


William Maslowski


Keith Hammitt

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

DATE: August 18, 2016

FILE NO.: CZ-1837

OWNER/PETITIONER: Soli Deo Gloria LLC
PO Box 279
Wales, WI 53183

AGENTS: Petra and Mike Dekan
187 Crooked Stick Pass
North Prairie, WI 53153

TAX KEY NO.: OTWT 1587.998

LOCATION:

Part of the NW ¼ of the SW ¼ of Section 1, T6N, R17E, Town of Ottawa. More specifically, the 40-acre property is located on the east side of Waterville Road, south of the Glacial Drumlin State Trail and north of Parry Road.

LOT SIZE(S):

Approximately 40 acres, including the ROW of 40' (half ROW) which will have to be excluded when the Certified Survey Map (CSM) is prepared.

EXISTING USE(S): Agricultural, Isolated Natural Resource Area (INRA).

REQUESTED USE(S):

To rezone the property from P-I Public and Institutional to AD-10 Agricultural Density District 10 and then divide the property via a three lot Certified Survey Map (CSM) containing an approximately two (2) acre, an 18-acre, and a 20-acre parcel, all having access to Waterville Road. The owners would like to sell the two-acre parcel to the property owner adjacent to the south; retain the 20-acre parcel; and sell the 18-acre parcel for residential use.

EXISTING ZONING DISTRICT CLASSIFICATION(S):

The property is zoned P-I Public and Institutional with an Environmental Corridor Overlay (INRA). Any development on a partially zoned EC property must be located outside of the EC zoned area.

PROPOSED ZONING DISTRICT CLASSIFICATION(S):

The property is proposed to be rezoned to AD-10 Agricultural Density District 10 (10-acre density, one (1) acre minimum lot size, minimum average width of 150 feet) and the proposed development would conform with these zoning requirements, if approved. The EC Overlay zoning will not be changed.

SOIL TYPES:

The SCS soil types indicate there is one soil type with steep slopes up to 12% in the rear one-half of the property and one soil type between 12 and 20% on the property. The soil type in excess of 12% coincides with the location of the INRA to the rear of the property. There is also a small area of this same soil type adjacent to Waterville Road so any access point should avoid this area. The steep area along the road is located just to the north of a depressional area which is centrally located on the property along the road. Determining access points with good site distance along Waterville Road for the proposed lots

may be challenging due to the varying topography, but this issue will be addressed by the Town of Ottawa during the CSM process.

CONFORMANCE WITH THE WAUKESHA COUNTY COMPREHENSIVE DEVELOPMENT PLAN (CDP) AND THE TOWN OF OTTAWA COMPREHENSIVE DEVELOPMENT PLAN:

The parcel’s CDP designations were recently amended by both the Town and the County from Governmental and Institutional to Rural 5 Acre Density and Other Agricultural Lands (County) and Agricultural 10 Acre Density (Town). The more restrictive of the designations applies. The Isolated Natural Resource Area designation did not change on either plan. The proposed zoning change complies with both plans as long as the adopted (local) Park and Open Space Plan objectives are implemented (see detail in Staff Analysis *below*). This issue was discussed at the public hearing for the Town’s CDP amendment, and it was also discussed at the County public hearing for the amendment to the County CDP.

PUBLIC HEARING DATE: July 11, 2016.

PUBLIC REACTION:

Several neighbors had questions in regard to the processes the petitioners have to go through in order to develop the property and what uses are allowed. The Town Planner explained the various processes and read the allowed uses from the Zoning Code. Another neighbor had concerns about the additional driveways that may access Waterville Road. The Town Planner assured the resident that the Town Building Inspector and/or Engineer would review them during the CSM review process for site distance, etc. One other neighbor indicated the request was in conformance with the Comprehensive Development Plan and therefore he did not have any issues with it. The Town Plan Commissioners commented that the temporary “on street” trail should be re-located to its permanent “off street” location on the east side of the subject property.

TOWN PLAN COMMISSION ACTION:

On July 11, 2016, the Town Plan Commission unanimously recommended approval of the rezoning request, in accordance with the Town Planner’s recommendation (incorporated into the Staff Recommendation *below*) to the Waukesha County Park and Planning Commission.

STAFF ANALYSIS:

The subject property was formerly owned by Lad Lake, a school for boys located predominantly on the west side of Waterville Road and to the northwest of the subject property, and was only used for agricultural purposes. However, the parcel was included in two Site Plan/Plan of Operation (SPPO) requests for Lad Lake in the past. With the sale of the property to a private individual, the SPPO for Lad Lake is no longer valid on this property and this is determined to be a minor change to Lad Lake’s operation since the agricultural use, location of the subject parcel, and acreage of the property is immaterial to the overall operation of Lad Lake.

The subject property is located on Waterville Road, a Wisconsin designated Rustic Road, which also currently provides a temporary “on street” access route for the Ice Age National Scenic Trail (IANST), also known simply as the Ice Age Trail (IAT). This can be a dangerous situation for the pedestrians, and the Town would like to take this opportunity to implement their Park and Open Space Plan, adopted in 2001, and have the temporary route relocated to the permanent “off street” location as designated on plan for the IAT. The property contains an INRA along the south and east lot lines, steep slopes up to 20% mainly to the rear of the parcel, and there is an active quarry located adjacent to the east. Access

and site distances to the proposed lots will be carefully considered by the Town Building Inspector and/or Town Engineer during the CSM process due to the varying topography along the property's road frontage.

It should be noted the Ice Age Trail Alliance (IATA) owns a 1.5-acre parcel of land adjacent to the southeast corner of the subject parcel that is part of the Ice Age National Scenic Trail (IANST). The Town of Ottawa's adopted Park and Open Space Plan recommendations, objectives, principles, and standards, specifically in regard to the Regional Trail Facilities, includes and references Waukesha County's Park and Open Space Plan recommendations that the WDNR, in cooperation with the IATA, continue the maintenance and completion of the IANST. These recommendations include the relocation of the temporary "on street" segments of the trail in the Town of Ottawa to permanent "off street" locations when the opportunities present themselves, as in this case. The WDNR (Board) has approved a 'trail corridor' for the "off street" routes within which the subject 'trail easement' can be located (refer to Exhibits A and B *attached*).

Conformance with the Park and Open Space Plans (POSP)

There has been a trail planned through this part of the Town of Ottawa by the Ice Age Trail Alliance for well over 30 years that incorporates "off street" locations as part of the Ice Age National Scenic Trail. This portion of the trail plan is discussed in detail in the Town of Ottawa's Park and Open Space Plan adopted in 2001, and is shown as part of the 'trail corridor' on the *attached Exhibit A*. The County will be updating their Park and Open Space Plan in 2017 and will reflect this shift from an "on street" to an "off street" location.

Specifics of the adopted Town of Ottawa Park and Open Space Plan include:

1. Continued maintenance and completion of the IAT in the Town of Ottawa with the DNR/IATA/National Park Service (NPS) taking the lead.
2. The Town Park Board identified needs in the Town for bicycle and pedestrian trail routes and paths, and development of walking and hiking trails to connect to the regional trails.
3. There are two segments of the IAT are currently located "on street" in the Town and are considered temporary connecting segments pending the development of the trail in "off street" locations:
 - a. One area is north of the KMSF along C.T.H. "C" and C.T.H. "D".
 - b. The second area is along Waterville Road between the Waterville Road Field Station and the Preserve at Hunter's Lake Subdivision (i.e., this includes the subject parcel).

The 'trail corridor' approved by the WDNR Board with its preferred boundaries has been planned to replace the "on street" trail with an "off street" route (refer to Exhibits A and B *attached*). It is wide enough to allow flexibility when siting the "off street" trail, and the 'trail corridor' is general in nature and subject to the specifics of facility planning and negotiations with landowners to either purchase the land or lease the land as a 'trail easement'.

The Town wants to work with the property owners and the property owners in turn are being asked to work with the State, County, Town, and the Ice Age Trail Alliance officials to comply with the Town of Ottawa's adopted Park and Open Space Plan in order to provide for a 'trail easement' on the proposed Certified Survey Map for the purposes of providing access for the IANST to proceed north from its existing end point immediately southeast of the subject property so the trail is one step closer to connecting with the trail on the Waterville Field Station/UW Regents property and the Glacial Drumlin

State Trail further to the north and making one of the Town of Ottawa's adopted Park and Open Space Plan goals a reality. With the County updating their POSP in 2017 to reflect the "off street" location of the trail, the rezone request would also be in compliance with the County's POSP. There are various opportunities that exist for the property owner to consider in regard to the trail and they are encouraged to discuss their options and find the one that best suits their situation.

The proposed zoning change will maintain more than the overall ten-acre density to conform with the Town's ten-acre density Comprehensive Development Plan requirement and none of the lots will be less than the one-acre minimum lot size required by the proposed AD-10 zoning district. As noted above, the request is to divide the subject parcel into three lots via a CSM. The parcel is adjacent to AD-10 (south), A-T (proposed amendments designate 20-acre minimum lot size - north) and Q-1 (east) zoning districts.

STAFF RECOMMENDATION:

Based on the above analysis, the Planning and Zoning Division Staff recommends **approval** of this request in accordance with the Town of Ottawa's recommendation with the following condition:

- A Certified Survey Map be prepared in conjunction with this zoning change that designates an appropriate 'trail easement' a minimum of 100' in width along the east lot line of the subject parcel for the benefit of the Ice Age National Scenic Trail and the Ice Age Trail Alliance. If a CSM is not subsequently submitted to the Town of Ottawa for review within six months of the effective date of the zoning change, the zoning change will automatically revert back to the Public and Institutional zoning category.

As conditioned, the recommendation for approval is consistent with the recently amended Town and County Comprehensive Development Plans, the implementation of the Town of Ottawa's adopted Park and Open Space Plan, as well as the proposed updates to the Waukesha County's POSP. The use will provide for limited rural residential development along Waterville Road, a state designated Rustic Road, will remain compatible with the immediate land uses and zoning categories, all while preserving the natural resource base and rural character of the Town of Ottawa and providing for limited recreational use in accordance with the adopted plans for the area.

Respectfully submitted,

Sandra L. Scherer

Sandy Scherer
Senior Planner

Attachments: Exhibit "A"
Exhibit "B"
Map

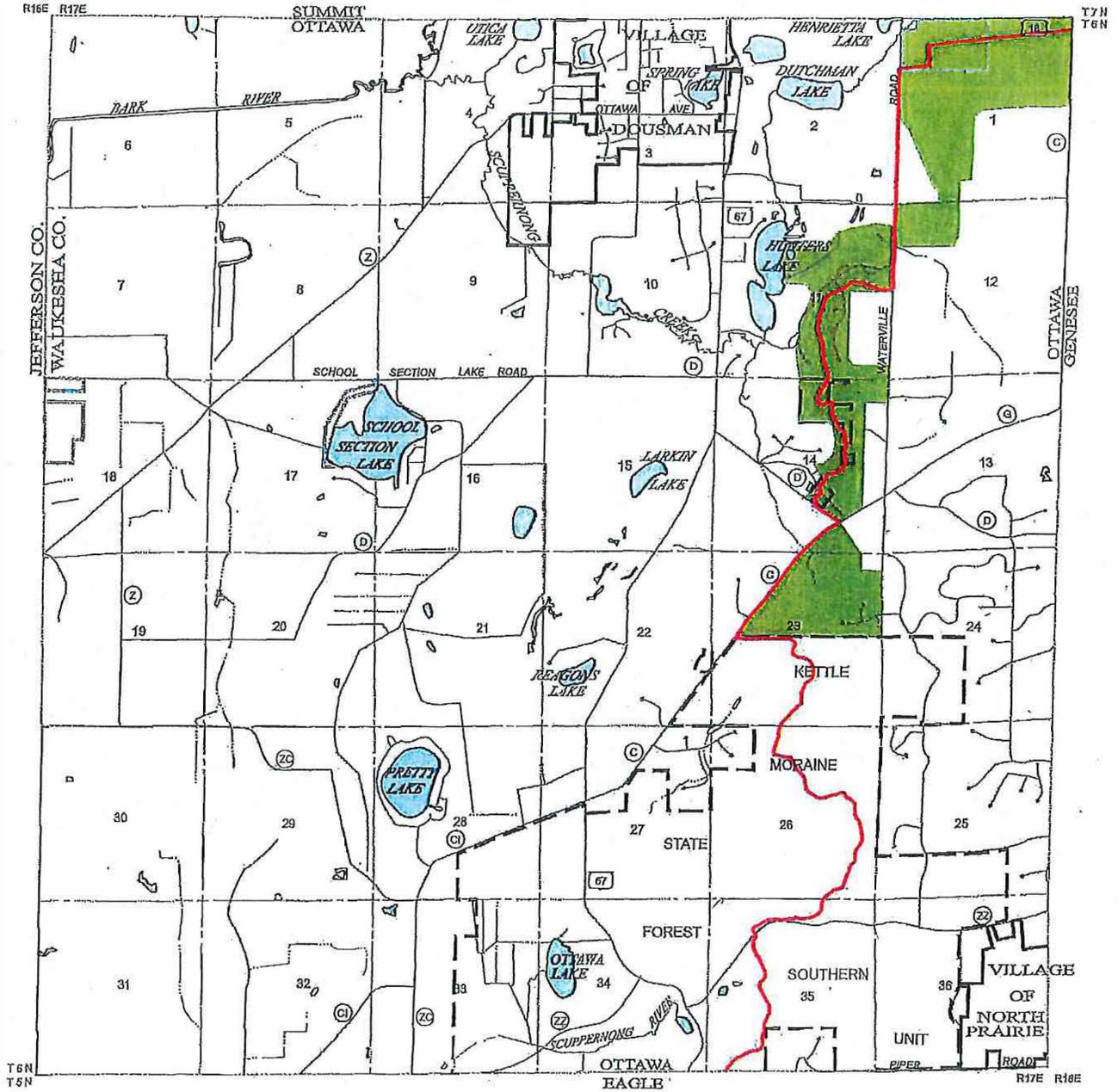
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EXHIBIT "A"

IV-4a

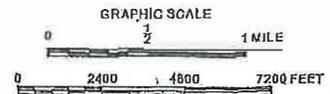
Map IV-2

ICE AGE TRAIL CORRIDOR AND EXISTING TRAIL IN THE TOWN OF OTTAWA: 2000



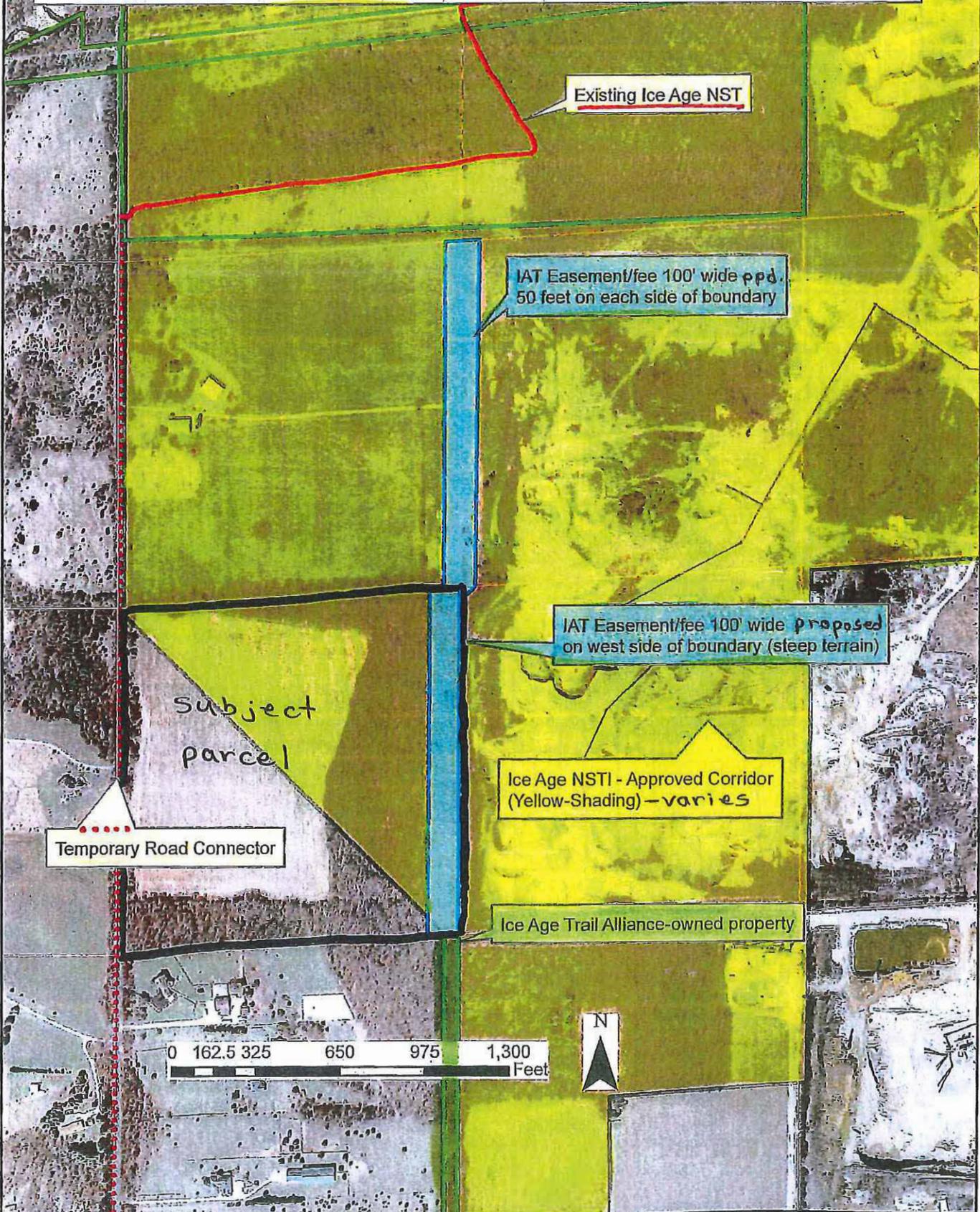
LEGEND

- EXISTING ICE AGE TRAIL
- ICE AGE TRAIL CORRIDOR
- 2000 TOWN OF OTTAWA CIVIL DIVISION BOUNDARY
- KETTLE MORAINES STATE FOREST



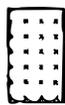
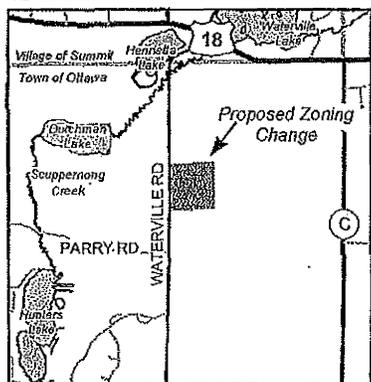
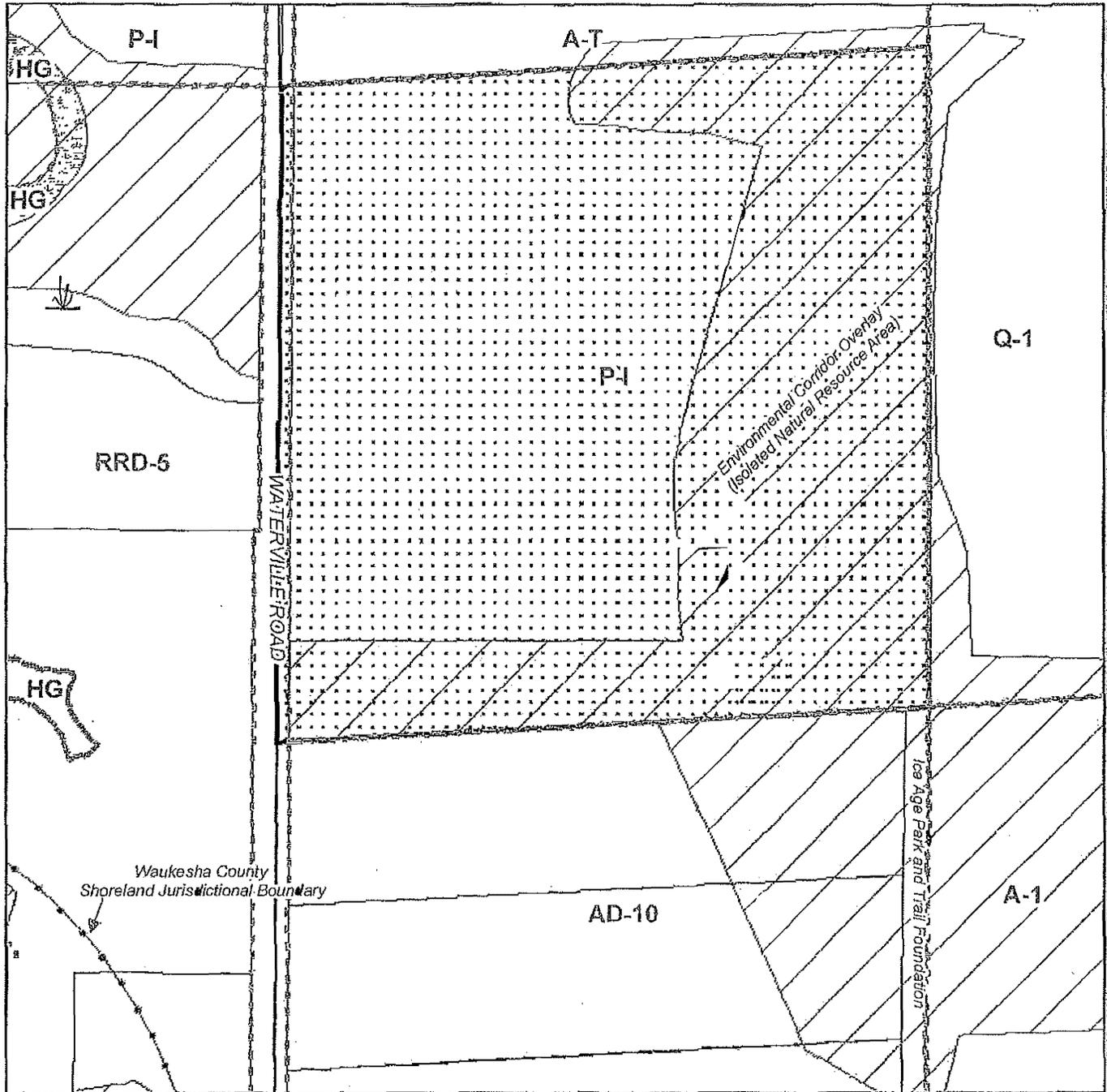
Source: SEWRPC.

Ice Age National Scenic Trail Waterville Area, Waukesha Co



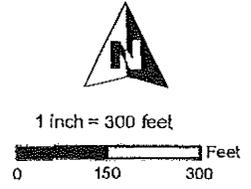
ZONING MAP AMENDMENT

PART OF THE SW 1/4 OF SECTION 1
TOWN OF OTTAWA



CONDITIONAL COUNTY ZONING AMENDMENT FROM P-I PUBLIC AND INSTITUTIONAL DISTRICT WITH EC ENVIRONMENTAL CORRIDOR OVERLAY TO AD-10 AGRICULTURAL DENSITY - 10 DISTRICT WITH EC ENVIRONMENTAL CORRIDOR OVERLAY

FILE.....CZ-1837
 PLAN COMMISSION DATE.....08/18/16
 AREA OF CHANGE.....40.35 ACRES
 TAX KEY NUMBER.....OTWT 1587.998



Prepared by the Waukesha County Department of Parks and Land Use

1 AMEND THE WAUKESHA COUNTY SHORELAND AND FLOODLAND PROTECTION
2 ORDINANCE DISTRICT ZONING MAP OF THE TOWN OF WAUKESHA AND THE
3 TOWN OF WAUKESHA ZONING CODE BY CONDITIONALLY REZONING CERTAIN
4 LANDS LOCATED IN PART OF THE SW ¼ OF THE SW ¼ OF SECTION 29 AND PART
5 OF THE NW ¼ OF THE NW ¼ OF SECTION 32, T6N, R19E, TOWN OF WAUKESHA,
6 WAUKESHA COUNTY, WISCONSIN, FROM THE A-1 AGRICULTURAL DISTRICT
7 TO THE R-1 RESIDENTIAL DISTRICT (TOWN AND COUNTY) (SZT-1817A)
8
9

10 WHEREAS, after proper notice was given, a public hearing was held and the subject matter of
11 this Ordinance was approved by the Waukesha Town Board on July 14, 2016, and
12

13 WHEREAS, the matter was referred to and considered by the Waukesha County Park and
14 Planning Commission, which recommended approval and reported that recommendation to the
15 Land Use, Parks and Environment Committee and the Waukesha County Board of Supervisors,
16 as required by Sections 59.692 and 60.62, Wis. Stats.
17

18 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
19 that the Waukesha County Shoreland and Floodland Protection Ordinance District Zoning Map
20 for the Town of Waukesha, Waukesha County, Wisconsin, adopted on June 24, 1979, and the
21 Town of Waukesha Zoning Code adopted on June 24, 1979, are hereby amended to conditionally
22 rezone certain lands located in part of the SW ¼ of the SW ¼ of Section 29 and part of the NW
23 ¼ of the NW ¼ of Section 32, T6N, R19E, Town of Waukesha, Waukesha, Wisconsin, from the
24 A-1 Agricultural District to the R-1 Residential District (Town and County), and more
25 specifically described in the "Staff Report and Recommendation" and map on file in the office of
26 the Waukesha County Department of Parks and Land Use and made a part of this Ordinance by
27 reference SZT-1817A subject to the following conditions:
28

- 29 1. The Town's Enrolled Ordinance No. 2016-11 shall be complied with.
- 30
31 2. A Certified Survey Map, in substantial compliance with Exhibit "A", shall be reviewed
32 and approved by all review entities and recorded with the office of Register of Deeds,
33 prior to the rezoning becoming effective.
34
- 35 3. Outlot 1 shall be dedicated to Waukesha County, as proposed on the Certified Survey
36 Map, with the exception of the land area that contains a shed occupied by the adjacent
37 property owner to the north.
38

39 BE IT FURTHER ORDAINED that the Waukesha County Clerk shall file a certified copy of
40 this Ordinance with the Town Clerk of Waukesha.
41

42 BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon passage,
43 approval and publication.
44

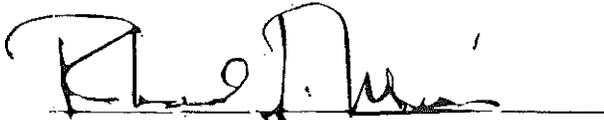
45 BE IT FURTHER ORDAINED that all ordinances inconsistent with or in contravention of the
46 provisions of this Ordinance are hereby repealed.

COMMISSION ACTION

The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Waukesha County Shoreland and Floodland Protection Ordinance and the Town of Waukesha Zoning Code, hereby recommends **approval** of **SZT-1817A (FRED-Lathiers, LLC.)** in accordance with the attached "Staff Report and Recommendation."

PARK AND PLANNING COMMISSION

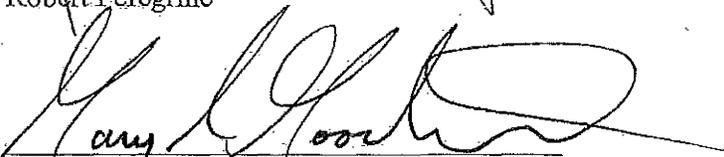
August 18, 2016

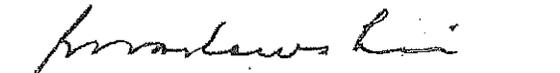

Richard Morris, Chairperson

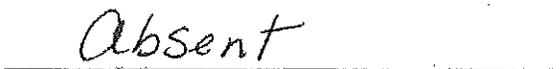

James Siepmann, Vice Chairperson


William Mitchell, Secretary


Robert Peregrine


Gary Goodchild


William Maslowski


Keith Hammitt

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

DATE: August 18, 2016

FILE NO.: SZT-1817A

TAX KEY NOs.: Part of WAKT1411996001 and part of WAKT1421998004

OWNER/PETITIONER: FRED-Lathers LLC
789 N. Water St., Ste. 200
Milwaukee, WI 53202

LOCATION:

Part of the SW ¼ of the SW ¼ of Section 29 and part of the NW ¼ of the NW ¼ of Section 32, T6N, R19E, Town of Waukesha. More specifically, the portion of the properties subject to this rezone are located on the west side of C.T.H. "P" (River Road) south of Fox Vale Court, containing approximately 7.7 acres, 3.55 acres of which are located within the County's shoreland jurisdiction.

PRESENT ZONING CLASSIFICATION:

A-1 Agricultural, E-C Environmental Corridor, C-1 Conservancy, and A-E Exclusive Agricultural Conservancy Districts (County).

A-1 Agricultural and C-1 Conservancy Districts (Town).

PRESENT LAND USE:

Agricultural.

PROPOSED ZONING:

R-1 Residential, E-C Environmental Corridor, C-1 Conservancy, and A-E Exclusive Agricultural Conservancy Districts (County).

R-1 Residential and C-1 Conservancy Districts (Town).

The proposed County owned lands on the north side of the property will remain in the A-1 Agricultural District.

PROPOSED LAND USE:

The creation of two (2) residential lots and an outlot dedicated to Waukesha County on the west side of C.T.H. "P".

PUBLIC HEARING DATE:

July 14, 2016.

PUBLIC REACTION:

A neighbor provided written concerns regarding a proposed subdivision. A subdivision is no longer proposed and therefore, the comments do not apply to this request.

TOWN PLAN COMMISSION AND TOWN BOARD ACTION:

On July 14, 2016, the Town Board conditionally approved the rezoning request in accordance with the recommendation of the Town Plan Commission.

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

The County and Town Land Use Plans were amended in 2011 for a majority of the property from the Rural Residential (5 to 34.9 acres per unit) to the Suburban I Density Residential category to accommodate residential condominium units on the west side of C.T.H. "T" and a single-family residential subdivision on the east side of C.T.H. "T". The petitioners have withdrawn their request for the proposed development. Therefore, the Land Use Plan reverts back to the Rural Residential category. The lands adjacent to the Fox River are designated as Primary Environmental Corridor (PEC). The Park and Open Space Plan designates the PEC as Fox River Greenway for County ownership, including the development of a future recreational trail to benefit the public. The proposal to create two (2) single-family lots and dedicate 16.2 acres to Waukesha County complies with the Town and County Land Use Plans.

OTHER CONSIDERATIONS:

The petitioner is proposing to rezone the upland acreage on the west side of C.T.H. "T" from A-1 Agricultural to R-1 Residential (Town and County) to accommodate two (2) residential lots. The petitioner is proposing to dedicate 16.2 acres of land along the Fox River to Waukesha County as part of the Fox River Greenway, which includes wetland, floodplain, PEC and a wetland buffer. The petitioner provided the County with upland acreage for the development of a future recreational trail. A copy of the proposed land division is attached as Exhibit "A." The petitioner did not include the 40 ft. strip of land on the north end of the property to be owned by Waukesha County as part of the rezone application. It should also be noted that a shed occupied by the adjacent property to the north encroaches on a portion of the subject property that is proposed to be dedicated to the County.

The County's A-1 Agricultural District requires a minimum three (3)-acre lot size and 200 ft. in average width and the Town's A-1 Agricultural District requires a minimum twenty (20)-acre lot size and 660 ft. in average width. The Town and County R-1 Residential Districts require a minimum one-acre lot size and 150 ft. in average width. The County's jurisdiction is limited to the area within 300 ft. of the Fox River.

In order to provide any development activity and dedicate significant lands to Waukesha County, the Town's zoning must be amended. The proposed development of two (2) lots complies with the County's existing and proposed zoning districts. Since the acreage consists of split zoning jurisdiction between the Town and County and in order to provide consistency between Town and County zoning provisions, the petitioner is proposing to rezone the upland acreage of both the Town and County jurisdictional area to the R-1 Residential District.

STAFF RECOMMENDATION:

It is the opinion of the Planning and Zoning Division Staff that the request be approved, subject to the following conditions:

1. The Town's Enrolled Ordinance No. 2016-11 shall be complied with.

2. A Certified Survey Map, in substantial compliance with Exhibit "A", shall be reviewed and approved by all review entities and recorded with the office of Register of Deeds, prior to the rezoning becoming effective.
3. Outlot 1 shall be dedicated to Waukesha County, as proposed on the Certified Survey Map, with the exception of the land area that contains a shed occupied by the adjacent property owner to the north.

As conditioned, the recommendation for approval is consistent with the Town and County Comprehensive Development Plans and the County's Park and Open Space Plan. The approval will provide for limited rural residential development as well as significant acreage preserved for Waukesha County Fox River Greenway purposes. The proposed use will remain compatible with the adjacent land uses and will preserve the natural resources.

Respectfully submitted,

Amy Barrows

Amy Barrows
Senior Planner

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

N:\PRKANDLU\Planning And Zoning\Rezoning\Staff Reports\1817A.FRED Lathers Wkt.Doc

ORDINANCE NO. 2016-11

**AN ORDINANCE TO CONDITIONALLY REZONE AND AMEND
THE TOWN OF WAUKESHA ZONING DISTRICT MAP
OF THE TOWN OF WAUKESHA ZONING ORDINANCE
BY PLACING CERTAIN LANDS IN THE TOWN OF WAUKESHA
FROM THE A-1 AGRICULTURAL DISTRICT TO THE
R-1 SINGLE-FAMILY RESIDENCE DISTRICT**

WHEREAS, a petition has been filed by FRED-Lathers, petitioning pursuant to Section 13-2-22(b) for rezoning property depicted in attached Exhibits A and B, attached hereto and incorporated herein by reference (the "Subject Property"); and

WHEREAS, upon receipt of the petition the Town Clerk scheduled a public hearing to be held jointly by the Town Plan Commission and the Town Board July 14, 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 rezoning will serve the public health, safety morals, comfort, prosperity and general welfare of the Town of Waukesha, and that such amendments are intended to provide for adequate light, air, convenience of access, and safety from fire and other dangers; to promote the safety and efficiency of the public streets and highways; to aid in conserving and stabilizing the economic values of the community; to promote the orderly development of land; to preserve and promote the general attractiveness and character of the community environment; to guide the proper distribution and location of population and of the various land uses; and otherwise provide for the healthy and prosperous growth of the community, and that such rezoning will enhance property values in the Town and will not be hazardous, harmful, noxious, offensive or a nuisance and will not unduly limit or restrict the use of property in the Town or for any other reason cause a substantial adverse effect on the property values and general desirability of the Town.

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

SECTION 1: The Subject Property identified by map on Exhibit A and by legal description on Exhibit B, both exhibits attached hereto and incorporated herein by reference, are hereby conditionally

amended to change the zoning of such property from A-1 Agricultural District to the R-1 Single-Family Residence District, if the conditions stated in Section 2 of this ordinance are met.

SECTION 2: The above rezoning and zoning map amendment is conditioned upon the following conditions, which must be complied with or this ordinance is null and void:

1. Presentation Compliance. The Subject Property must be developed in substantial conformity with the plans presented with the rezoning petition, and in substantial conformity with the presentation at the public hearing of July 14, 2016, including the comments made by the Town Board during the public hearings and in their meetings following the public hearings.
2. Land Division Conditions. Subject to the Subject Property being divided by Certified Survey Map in the manner described at the public hearing held July 14, 2016, and further subject to satisfying any and all conditions that are imposed by the Town in approving the Certified Survey Map (if it is approved), and satisfying all conditions that may be imposed by all other approving and objecting authorities in approving the same (if it is approved), and further subject to recording the Certified Survey Map as approved by the Town (if it is approved), in the office of the Waukesha County Register of Deeds.
3. Shoreland Rezoning. Subject to a rezoning ordinance being adopted by the Waukesha County Board, to amend the Waukesha County Shoreland and Floodland Protection Ordinance in the manner described at the public hearing held on July 14, 2016.
4. Professional Fees. Petitioner shall, on demand, reimburse the Town for all costs and expenses of any type that the Town incurs in connection with this rezoning petition, including the cost of professional services incurred by the Town (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional rezoning ordinance due to a violation of these conditions.
5. Payment of Charges. Any unpaid bills owed to the Town by the owner of subject property or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees owed to the Town; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of billing by the Town, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional rezoning ordinance, that is subject to all remedies available to the Town, including possible cause for termination of the conditional rezoning ordinance.
6. Subject to Acceptance. Subject to the Petitioner acknowledging in writing that they have received a copy of this conditional approval, that they understand and accept the same, and that upon failure to satisfy these conditions this approval is void, and the same is deemed to not have been approved, and the Petitioner will therefore need to re-commence the application process.

SECTION 3. The Town Engineer is hereby authorized and directed to note this rezoning on the Official Zoning Map of the Town of Waukesha upon successful development of the subject property and satisfaction of all conditions in Section 2 of this ordinance.

SECTION 4. The subject property owner is hereby put on notice that the Town of Waukesha may rezone the lands or portions thereof subject to this conditional rezoning ordinance to A-1 Agricultural District if the conditions of this ordinance are not fully complied with.

SECTION 5. 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.

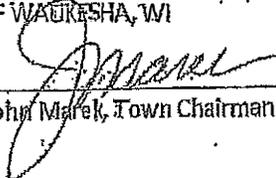
SECTION 6. EFFECTIVE DATE.

This ordinance shall be in full force and effect from and after its passage and publication and subject to the conditions stated in Section 2, and this ordinance is null and void and original district zoning shall be in effect with no further notice if said conditions are not complied with on the terms and conditions stated herein.

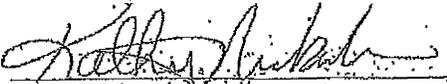
Passed and approved this 14 day of July, 2016.

TOWN OF WAUKESHA, WI

By:


John Marek, Town Chairman

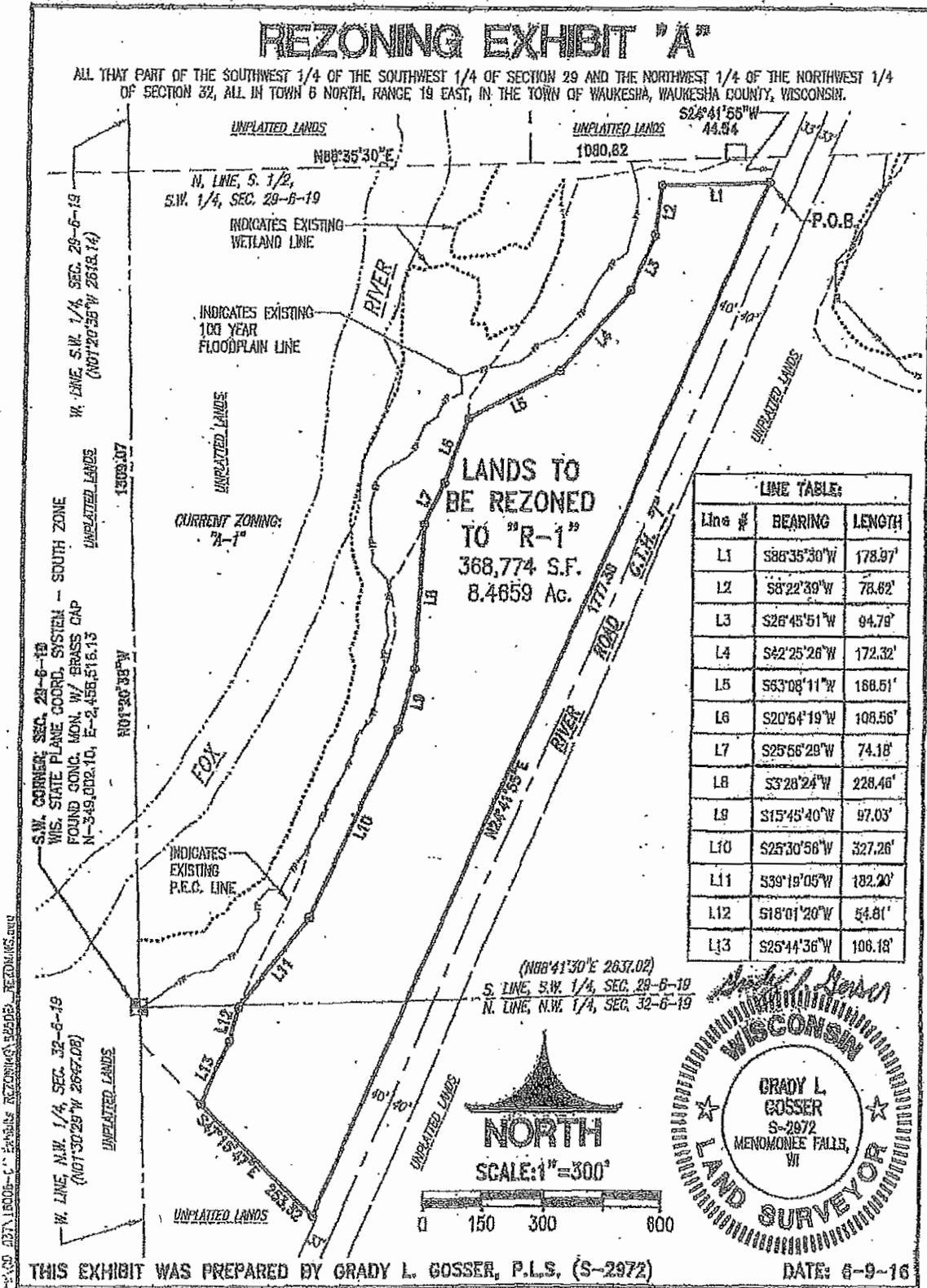
ATTEST:


Kathy Nikolaus, Town Clerk-Treasurer

Town's Exhibit "A"

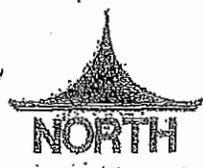
REZONING EXHIBIT "A"

ALL THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, ALL IN TOWN 6 NORTH, RANGE 19 EAST, IN THE TOWN OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

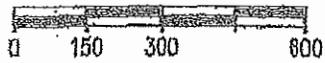


LANDS TO BE REZONED TO "R-1"
 368,774 S.F.
 8.4659 Ac.

Line #	BEARING	LENGTH
L1	S88°35'30"W	178.97'
L2	S8°22'39"W	78.62'
L3	S26°45'51"W	94.79'
L4	S42°25'26"W	172.32'
L5	S63°08'11"W	186.51'
L6	S20°54'19"W	108.56'
L7	S25°56'28"W	74.18'
L8	S3°28'24"W	228.46'
L9	S15°45'40"W	97.03'
L10	S25°30'56"W	327.26'
L11	S39°19'05"W	182.20'
L12	S18°01'20"W	54.81'
L13	S25°44'36"W	106.18'



SCALE: 1" = 300'



THIS EXHIBIT WAS PREPARED BY GRADY L. GOSSER, P.L.S. (S-2972)

DATE: 6-9-16

Town's Exhibit "B"
REZONING EXHIBIT "B"
LANDS TO BE REZONED TO "R-1"

LEGAL DESCRIPTION:

All that part of lands located in a part of the Southwest 1/4 of the Southwest 1/4 of Section 29 and the Northwest 1/4 of the Northwest 1/4 of Section 32, all in Town 6 North, Range 19 East, in the Town of Waukesha, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southwest Corner of said Section 29; Thence North 01°20'38" West and along the West line of the said Southwest 1/4 Section, 1309.07 feet to a point; Thence North 88°35'30" East and along the North line of the South 1/2 of the said Southwest 1/4 Section, 1080.82 feet to a point on the Northwestern Right-of-Way line of "River Road" (C.T.H. "I"); Thence South 24°41'55" West and along the said Northwestern Right-of-Way line, 44.54 feet to the place of beginning of lands hereinafter described;

Thence South 88°35'30" West, 178.97 feet to a point; Thence South 08°22'39" West, 78.62 feet to a point; Thence South 26°45'51" West, 94.79 feet to a point; Thence South 42°25'26" West, 172.32 feet to a point; Thence South 63°08'11" West, 166.51 feet to a point; Thence South 20°54'19" West, 108.56 feet to a point; Thence South 25°56'29" West, 74.18 feet to a point; Thence South 03°28'24" West, 228.46 feet to a point; Thence South 15°45'40" West, 97.03 feet to a point; Thence South 25°30'56" West, 327.26 feet to a point; Thence South 39°19'05" West, 182.20 feet to a point; Thence South 18°01'20" West, 54.81 feet to a point; Thence South 25°44'36" West, 106.18 feet to a point on the Northeasterly line of Unplatted Lands; Thence South 47°15'47" East and along the said Northeasterly line, 253.32 feet to a point on the said Northwestern Right-of-Way line of said "River Road" (C.T.H. "I"); Thence North 24°41'55" East and along the said Northwestern Right-of-Way line, 1777.38 feet to the point of beginning of this description.

Said Parcel contains 368,774 Square Feet (or 8.4659 Acres) of land, more or less.

Date: 6/9/16




Grady L. Gosser, P.L.S.
Professional Land Surveyor, S-2872
TRIO ENGINEERING, LLC
12660 W. North Avenue, Building "D"
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

EXHIBIT "A"

RECEIVED
JUN 30 2016
DEPT OF PARKS & LAND USE

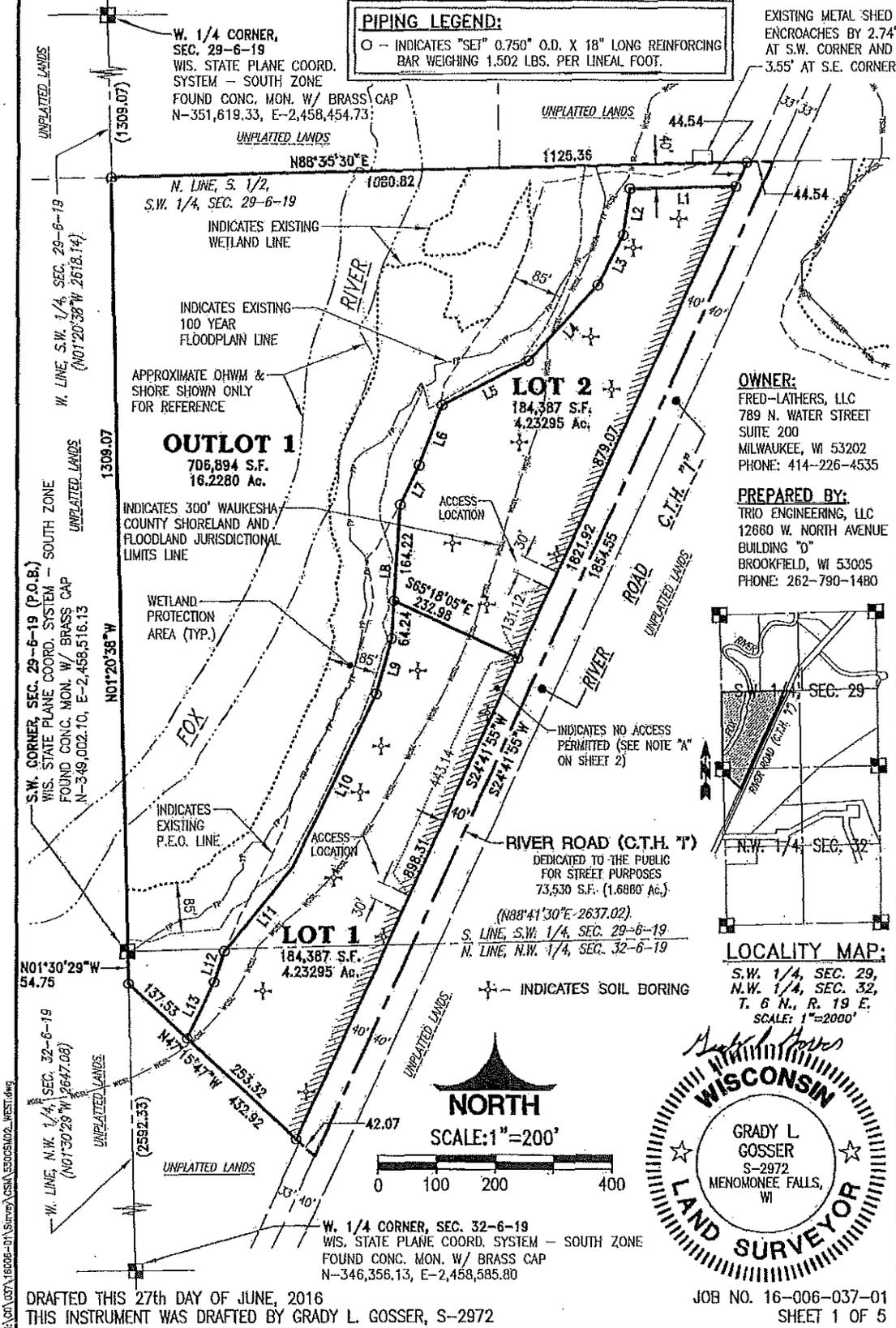
CERTIFIED SURVEY MAP NO.

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

PIPING LEGEND:

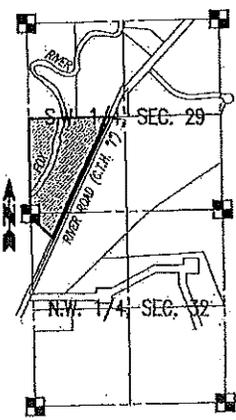
○ - INDICATES "SET" 0.750" O.D. X 18" LONG REINFORCING BAR WEIGHING 1.502 LBS. PER LINEAL FOOT.

EXISTING METAL SHED ENCROACHES BY 2.74' AT S.W. CORNER AND 3.55' AT S.E. CORNER

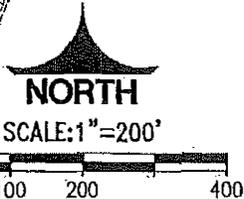


OWNER:
FRED-LATHERS, LLC
789 N. WATER STREET
SUITE 200
MILWAUKEE, WI 53202
PHONE: 414-226-4535

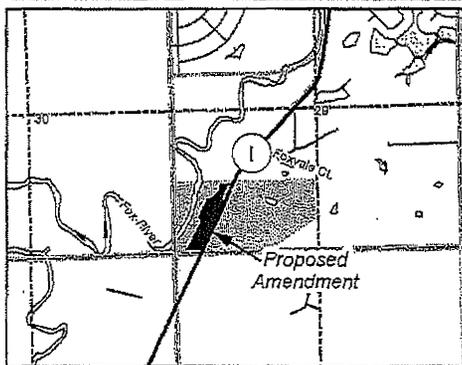
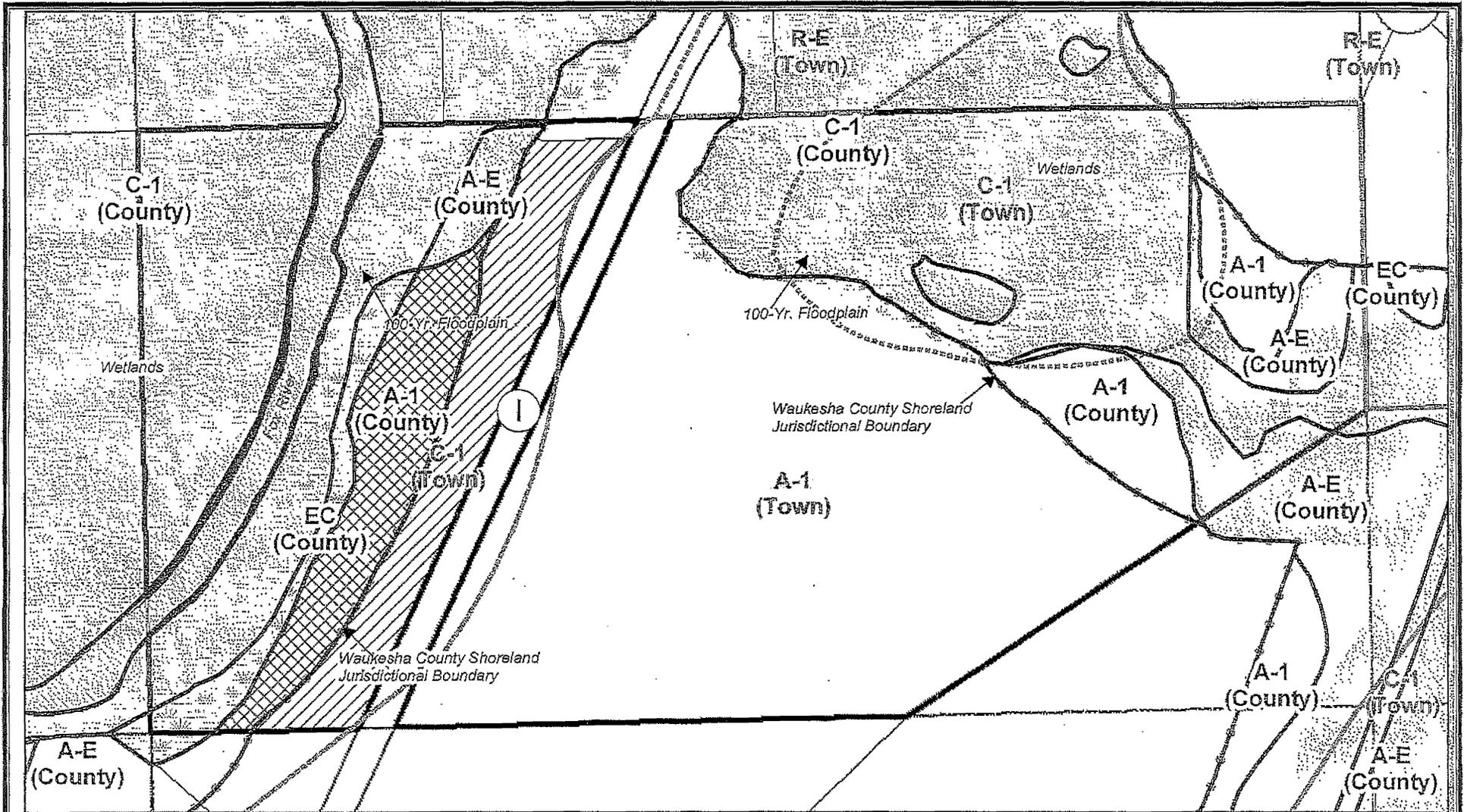
PREPARED BY:
TRIO ENGINEERING, LLC
12680 W. NORTH AVENUE
BUILDING "D"
BROOKFIELD, WI 53005
PHONE: 262-790-1480



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



GRADY L. GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

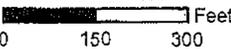


	SHORELAND ZONING CHANGE FROM A-1 AGRICULTURAL DISTRICT TO R-1 RESIDENTIAL DISTRICT (3.55 AC)
	TOWN ZONING CHANGE FROM A-1 AGRICULTURAL DISTRICT TO R-1 RESIDENTIAL DISTRICT (4.15 AC)
FILE NO.....	SZT-1817A
PETITIONER.....	FRED LATHERS
PLAN COMMISSION DATE.....	08/18/16
AREA OF CHANGE.....	7.70 ACRES
TAX KEY NUMBER.....	WAKT 1411.996.001
<i>Prepared by the Waukesha County Department of Parks and Land Use</i>	

ZONING AMENDMENT

PART OF THE SW 1/4 OF SECTION 29 &
NW 1/4 OF SECTION 32
TOWN OF WAUKESHA

1 inch = 300 feet





1 AMEND THE TEXT OF THE WAUKESHA COUNTY SHORELAND AND FLOODLAND
2 PROTECTION ORDINANCE TO INCORPORATE REVISED SHORELAND ZONING
3 PROVISIONS TO COMPLY WITH REVISED STATE SHORELAND ZONING RULES
4 AND LAWS AND TO MODERNIZE VARIOUS CODE PROVISIONS (SZ-1459M)
5
6

7 WHEREAS, the Waukesha County Board of Supervisors enacted the Waukesha County
8 Shoreland and Floodland Protection Ordinance on January 23, 1970, and
9

10 WHEREAS, the Waukesha County Board of Supervisors may make amendments to such
11 Ordinance pursuant to Section 59.692, Wisconsin Statutes, and
12

13 WHEREAS, Waukesha County is required by Chapter NR115 of the Wisconsin Administrative
14 Code to update the Waukesha County Shoreland and Floodland Protection Ordinance by October
15 1, 2016 to comply with revised shoreland zoning rules and laws, and
16

17 WHEREAS, the Waukesha County Shoreland Zoning Advisory Committee guided the
18 preparation of ordinance amendments to the Shoreland and Floodland Protection Ordinance, and
19

20 WHEREAS, the Waukesha County Department of Parks and Land Use held a public
21 informational meeting for the proposed amendments at the Delafield Town Hall on June 23,
22 2016, and
23

24 WHEREAS, the proposed amendments have been the subject of a public hearing held on July
25 12, 2016, following the notice and procedures of Section 59.692 Wisconsin Stats., and
26

27 WHEREAS, the matter was referred to and considered by the Waukesha County Park and
28 Planning Commission, which recommended approval and reported that recommendation to the
29 Land Use, Parks and Environment Committee and the Waukesha County Board of Supervisors,
30 as required by Section 59.692 Wis. Stats.
31

32 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
33 that the Waukesha County Shoreland and Floodland Protection Ordinance is hereby amended to
34 adopt proposed text amendments. The amendments are available for viewing on the Waukesha
35 County website at www.waukeshacounty.gov/planningandzoning and are on file in the office of
36 the Waukesha County Department of Parks and Land Use and are more specifically described in
37 the "Staff Report and Recommendation" by reference SZ-1459M, also on file in the office of the
38 Waukesha County Department of Parks and Land Use, and made a part of this Ordinance.
39

40 BE IT FURTHER ORDAINED that this Ordinance shall become effective on September 28,
41 2016.
42

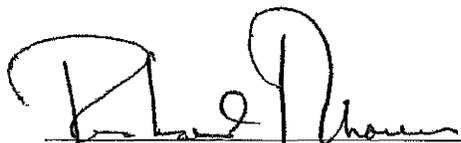
43 BE IT FURTHER ORDAINED that the Waukesha County Clerk shall file a certified copy of
44 this Ordinance with each of the Town Clerks within Waukesha County.

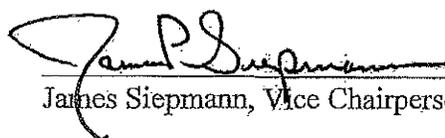
COMMISSION ACTION

The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Waukesha County Shoreland and Floodland Protection Ordinance, hereby recommends approval of SZ-1459M (Waukesha County Park and Planning Commission - Text Amendments) in accordance with the attached "Staff Report and Recommendation".

PARK AND PLANNING COMMISSION

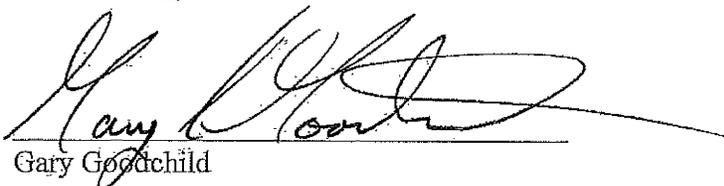
August 18, 2016

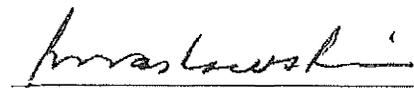

Richard Morris, Chairperson


James Siepmann, Vice Chairperson


William Mitchell, Secretary


Robert Peregrine


Gary Goodchild


William Maslowski


Keith Hammitt

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE
STAFF REPORT AND RECOMMENDATION
TEXT AMENDMENTS TO THE WAUKESHA COUNTY
SHORELAND AND FLOODLAND
PROTECTION ORDINANCE

FILE NO.: SZ-1459M

DATE: August 18, 2016

PETITIONER: Waukesha County Park and Planning Commission

REQUEST:

Text amendments are proposed to the Waukesha County Shoreland and Floodland Protection Ordinance to incorporate revised shoreland zoning provisions in order to comply with revised State shoreland zoning laws and rules and to modernize various code provisions.

PUBLIC HEARING DATE:

July 12, 2016.

PUBLIC REACTION/PUBLIC INVOLVEMENT:

- *Shoreland Zoning Advisory Committee (SZAC).* An 18-person advisory committee comprised of stakeholders representing different interests guided selection of recommended code revisions. The committee was inclusive of lake district and association members, the development community and local planners and officials. Many of the committee members are also lake property owners.
- *Dedicated Webpage (www.waukeshacounty.gov/planningandzoning - go to "News and Events" 2016 Shoreland Zoning Update Materials).* A webpage was created for this project and SZAC materials, project summary documents and presentation boards are available on this page to help explain the project.
- *Public Information Meeting, June 23, 2016.* Approximately 50-60 people attended an information meeting held at the Town of Delafield Hall. Two written comments were provided at the meeting supporting the adoption of the proposed amendments.
- *Public Hearing, July 12, 2016.* Four citizens attended the public hearing along with a Corporation Counsel and County Board representative. A number of questions and comments were offered by hearing attendees. The Public Hearing Minutes attached as Exhibit "A" summarize comments offered in advance of and at the public hearing.

COMPLIANCE WITH THE COMPREHENSIVE DEVELOPMENT PLAN FOR WAUKESHA COUNTY:

The proposal to incorporate revised provisions in order to comply with revised State shoreland zoning laws and rules and to modernize various code provisions will make reasonable use of property more attainable to all properties, including the smallest, most non-conforming properties. The amendments comply with the recommendations of the County Development Plan in providing for a broad range of land uses while also providing adequate protection for lakes, streams and other natural resources.

STAFF ANALYSIS:

State law requires all counties to incorporate the new requirements of State shoreland zoning law and rules by October 1, 2016. Shoreland laws and rules have been modified significantly multiple times over the past couple of years, making the ordinance update task complex. Law changes now prohibit counties from

enacting shoreland zoning provisions that are more restrictive than specified shoreland rules, whereas State rules had formerly been the minimum requirements only. Staff also saw the need to update the ordinance as an opportunity to modernize various other zoning provisions with the specific goal of reducing the number of unnecessary variances. To accomplish these goals, Waukesha County convened a Shoreland Zoning Advisory Committee (SZAC) comprised of building contractors, developers, engineers, lake district and association members, natural resource experts and various town and county officials to guide the update. The committee met four times in early 2016 and reached consensus on virtually all topics.

As noted above, Planning & Zoning Staff held a Public Information Meeting regarding the SZAC's recommendations at the Town of Delafield Hall on June 23, 2016. Notice of the meeting was distributed to all towns, all affected lake associations and districts, the Metropolitan Builders Association and local news outlets. The meeting was well attended and comments received at the meeting were overwhelmingly positive. Several comments, questions and recommendations from property owners and builders were received in advance of, during and after the Information Meeting. All have been considered and a number of changes were made to draft language in direct response to those comments. A summary of comments received and responses to comments is attached as part of the Public Hearing Minutes (Exhibit "A").

Planning & Zoning Staff, working with Corporation Counsel, prepared draft text amendments to incorporate the recommendations of the SZAC and many of the recommendations of the public. The proposed amendments were circulated to the SZAC, all towns and DNR for review. The shoreland division of the DNR provided written comments on July 27, 2016 and the floodplain division of the DNR provided written comments on August 8, 2016. Planning and Zoning Staff have addressed all DNR comments.

The proposed text amendments are available for viewing on the Planning and Zoning Division webpage at www.waukeshacounty.gov/planningandzoning - click "2016 Shoreland and Floodland Protection Ordinance Amendments." The amendments are available in both "track changes" format (deletions in strike-through and text additions in colored font) and in a final format with all changes accepted. An explanation of each change of substance can be found in the right margin of the "track changes" version. As noted above, changes to State laws and rules must be incorporated in the proposed ordinance amendments. Some of the most notable changes to the State's shoreland zoning requirements are described below:

- **Improvements to non-conforming structures.** State law has become far less restrictive relative to improvements to non-conforming structures. Law now requires that structures that are sub-standard to shore setback must be allowed to be improved and expanded. For example, a non-conforming house that is 10' from the shore, rather than the required 75', must now be allowed to expand vertically, whereas previously, no expansion would have been permitted.
- **Impervious surface.** State rules now require counties to limit the amount of impervious surface on riparian lots and non-riparian lots fully within 300' of a navigable waterway. Prior State rules did not include impervious surface provisions.
- **Mitigation.** State rules will allow some projects to exceed basic impervious surface limits if mitigation is provided. The State allows counties to develop their own mitigation options and scoring requirements. Mitigation is also required in other limited scenarios for horizontal expansions or re-location of certain non-conforming structures.

The following is a brief summary of proposed SFPO amendments by topic. A more detailed summary is attached as Exhibit "B" with references to Sections and page numbers taken from the draft "track changes" version of the ordinance amendments. Presentation sheets, which also summarize the main topics, are attached as Exhibits "C" – "I":

Proposed building area and height provisions:

The SZAC supported replacing the existing floor area ratio and open space limits of the SFPO with a maximum building footprint system. The footprint system was favored because it greatly simplifies building area calculations and will give most owners significantly more overall building area. Staff presented data to the SZAC that revealed that over 50% of the lots subject to the SFPO are less than 20,000 square feet. The SZAC focused on the development of a zoning scheme that would allow for reasonable use of property- regardless of property size. Floor area ratio relief was the most common variance request over the past two years and relief from these provisions was commonly sought for sub-standard lots (lots less than 20,000 square feet). Accessory building floor area ratio is also proposed to be replaced by accessory building footprint limits. Standardization of minimum building area requirements across all zoning districts is proposed to match the R-3 District (1100 s.f. minimum). Minimum dwelling unit sizes for multi-family units are proposed to be reduced to match market trends and further the recommendations of the Regional Housing Plan.

The SZAC preferred the development of a tiered building height limitation system. State law requires that building height not exceed 35' within 75' of the shoreline, whereas current building height limits extend to 46'. The SZAC acknowledged that building area and height limits must be considered together. With building area becoming much more permissive, the committee supported a maximum overall height of 42' for buildings beyond 75' of the shore provided that a lot is at least 65' in width. Permit statistics revealed that more than 90% of recently permitted homes voluntarily built at a height of 42' or less. After hearing the concerns of one local custom home builder about accommodating unique architectural designs, Staff and two builders that were also members of the SZAC later met and agreed that 44' building height can be provided in limited scenarios where specified mitigating considerations are provided. The builder has since expressed his strong support for the change and the proposed amendments, in general.

Shore Setback

State law has changed recently regarding shore setback averaging. Averaging is now permitted with principal structures that are within 250' of a proposed principal structure. Averaging cannot reduce shore setback to less than 35', whereas the SFPO currently specifies 30'. State law also requires that the SFPO be revised to remove provisions that allow for averaging when one adjacent lot contains a structure more than 75' from the shore. State law allows "reverse" averaging where the pattern of development exceeds 75' from the shore in limited situations. Reverse averaging will only be applicable within the Delafield Shoreland Overlay District.

Impervious Surface and Mitigation:

Staff conducted detailed analysis of existing impervious surface conditions on lakefront properties and presented findings to the SZAC. Staff compiled a sample of nearly 40 properties and found that the

average impervious surface on the parcels was 30%. Further analysis of all riparian properties on several lakes revealed that a majority of parcels were developed with at least 25% impervious surface. Accordingly, Staff recommended, and the SZAC supported, employing the State's "Highly Developed Shoreline" (HDS) option for qualifying shorelines. The HDS option would allow for impervious surface limits twice those of the General Standard (30% vs. 15%) for residential properties. HDS also allows for 40% impervious surface, with mitigation, versus the General Standard limit of 30%, with mitigation. Some lake shorelines (i.e. Willow Spring Lake, Ashippun Lake, etc.) and most riverine shorelines will not be eligible for HDS, as properties along these waterways do not meet the smaller lot size and more intensely developed qualifying criteria. The Highly Developed Shoreline Map is available at the following link www.waukeshacounty.gov/planningandzoning- click "2016 Shoreland and Floodland Protection Ordinance Amendments."

Mitigation is required if property owners wish to exceed basic impervious surface thresholds or horizontally expand or relocate a non-conforming structure within the shore setback. Staff prepared a Mitigation Handbook that the SZAC supported which details the fifteen mitigation options and scoring system being proposed. The handbook contains graphics that help the reader understand the various available mitigation techniques. Examples include providing a native shoreland buffer, rain gardens or removing or screening retaining walls. The Mitigation Handbook is also available at the website link mentioned above.

Boathouses:

DNR has advised that they believe that the County's existing prohibition of boathouses on lots less than 100' wide or on lots less than 15,000 square feet are no longer permissible because of recent law changes. Accordingly, these existing requirements are proposed to be removed from the code, which means that many more lots will become eligible for boathouses. The SFPO must be revised to comply with other current law requirements. Two notable changes are that boathouses cannot contain plumbing and new boathouses must be located within access/viewing corridors. The SZAC supported new maximum size limitations for boathouses (450 sq. ft. and 15' wide). Boathouse height is proposed to be controlled via maximum sidewall height and roof pitch standards rather than by the existing overall height limit because of State law changes. The proposed amendments will generally allow for 15' tall pitched roof boathouses and 12' flat roof boathouses.

Miscellaneous:

There are numerous other amendments that did not neatly fit within one of the above categories. Several notable miscellaneous amendments are summarized below:

- *AD-10 and RRD-5 Rural Density Districts.* Remove prime agricultural soils provisions while preserving districts as flexible large lot and/or residential cluster districts. These changes are supported by the Town of Vernon where these districts are widely mapped.
- *Adjacent Substandard Lots.* Replace existing substandard lot language that prohibits the sale of adjacent substandard lots of record with language that is consistent with new State rules. The State rules only allow the development of lots that are substandard to NR 115 lot size limits if the adjacent substandard lots have never been formally combined or if a building has never been built across a lot line.

- *Floodplain and Wetland Setback.* Per State law, floodplain setback provisions may only apply to an area that is regulated as a floodplain. Floodplain setback is proposed to be limited to 35 ft., rather than the existing 75 ft., and the setback area must be within the 0.2% chance floodplain as designated by FEMA. All floodplain setback averaging and vertical separation relief provisions will be removed because of the proposed reduced 35 ft. setback. The 50 ft. setback relief for structures built three (3) vertical feet above a wetland will be removed because wetland boundaries are not based on an elevation and impacts of development on a wetland increase as the slope increases. Relief is proposed for structures nonconforming to wetland setback. In addition, relief is proposed for small accessory buildings where wetland setbacks cannot be achieved.
- *Lots on opposite sides of a road.* Clarify that a lot located on the opposite side of the road from another parcel may be allowed an accessory building without a principal building being present so long as a principal building exists on the opposite lot and a Certified Survey Map (CSM) ties the lots together. In such cases, building footprint standards will be applied to each individual lot, not the combined acreage.
- *Nonconforming Structures.* Introduce a tiered relief scheme for improvement of structures legal non-conforming to various zoning requirements (i.e. road setback, offset, shore setback and wetland setback), whereas variances would currently be required for most such improvements.
- *Offset.* Revise required side/rear offsets to simplify available offsets via specified lot width ranges.
- *North Lake Overlay District.* The proposed amendments bring forward minimum basement floor elevations in an area that has been subject to flooding at least three times in the past 40 years. These amendments were prepared, in part, upon the request of the North Lake Management District and were supported by the Town to protect property owners from damage.
- *Road Setback.* Allow for road setback to be reduced from 50' to 35' for new subdivisions abutting local roads to reduce driveway expense for property owners and impervious surfaces. Amend road setback averaging provisions to be consistent with shore setback averaging.
- *Tree cutting.* State rules require shore cutting provisions to limit tree removal within 35' of the shore in order to preserve shore cover, protect natural beauty and minimize erosion and runoff. The SFPO must be revised to limit tree removal in said areas to no more than 35% of the shoreline whereas the SFPO currently limits removal to 30% of the shoreline. Language is also proposed to clarify that limited tree removal is allowed within areas zoned Environmental Corridor to facilitate permissible boathouses and access paths. Priority tree preservation standards are being proposed for areas within 300' of the shore. Said standards are proposed to apply to a specified list of native trees that are 12" or more in diameter. Said trees can be removed to construct permitted improvements and the standards will not apply within the Environmental Corridor District, where existing provisions are proposed to remain.

STAFF RECOMMENDATION:

It is the opinion of the Planning and Zoning Division Staff that this request be approved, subject to the following conditions:

1. This approval is contingent upon final WDNR review and certification and edits required by WDNR shall be incorporated into the proposed text as necessary.
2. This approval is contingent upon the final review of the Waukesha County Corporation Counsel and any edits deemed necessary shall be incorporated, as necessary.

The proposed amendments will update the Shoreland and Floodland Protection Ordinance to be compliant with revised State laws and rules. The proposed amendments will also simplify zoning provisions while making reasonable use permitted by right for even the most substandard and nonconforming parcels while still upholding the purpose and intent of the code.

Key stakeholders have been intimately involved in guiding the preparation of these amendments to help ensure that the proposed code is viable for all while ensuring the protection of the County's valued lakes and waterways. If approved, Staff believes that the SFPO administration and permitting processes will become more efficient for landowners, the development community and Staff, alike, resulting in time and cost savings for all involved.

Respectfully submitted,

Jason Fruth

Jason Fruth
Planning and Zoning Manager

Enclosures: Exhibits "A" – "I"

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EXHIBIT "A"

AUKESHA COUNTY PUBLIC HEARING MINUTES OF THE
PARK AND PLANNING COMMISSION
ADMINISTRATION CENTER, ROOM AC 155/159
TUESDAY, JULY 12, 2016, 6:30 P.M.

Commission

Members Present: James Siepmann Robert Peregrine Gary Goodchild
William Maslowski William Mitchell Richard Morris

Members Absent: Keith Hammitt

Staff

Members Present: Jason Fruth, Planning and Zoning Manager
Amy Barrows, Senior Planner
Kim Haines, Principal Assistant Corporation Counsel

Guests Present: Mark Prange
Bill Groskopf, Groskopf Construction
Dan & Lois Mishich
Supervisor Steve Whittow

Mr. Siepmann opened the public hearing and asked Jason Fruth, Planning & Zoning Manager, to provide an overview. Mr. Fruth described that there would be two hearings conducted successively. He explained that the first was relative to the proposed amendments to the Waukesha County Shoreland & Floodland Protection Ordinance (SFPO). He explained that the second hearing is relative to the Waukesha County Shoreland & Floodland Subdivision Control Ordinance.

Mr. Fruth indicated that preparation of the proposed amendments was guided by the Shoreland Zoning Advisory Committee (SZAC). He also described that a public information meeting for the amendments had been held by County Staff on June 23, 2016 at the Town of Delafield Hall. He indicated that the informational meeting was both well attended and well received. He noted that only two written comments were submitted at the hearing- both expressed support for the amendments.

Mr. Fruth then described specific verbal and written comments that were received by Staff ahead of the public hearing:

- A question was asked about how the highest eave limitations would apply to a planned flat roof home. Staff analyzed this issue and consulted with SZAC members and is recommending that flat roofed structures be limited to 35' to the eave (overall height) rather than the typical 32' limitation. The individuals that raised the issue attended the public hearing and expressed their support for the change.
- A local custom home builder expressed a concern about the proposed 42' overall building height limit for homes more than 75' from the lake. He indicated that customer preferences for 10'+ basement heights along with steep pitched rooflines may make 42' difficult. Planning Staff and two builders that were also members of the SZAC later met with the builder and the group agreed that 44' building height be provided as an option in limited scenarios where specified mitigating considerations are provided. The builder has since expressed his strong support for the change and the proposed amendments, in general.

- A local builder expressed concern that the proposed 10' maximum boathouse sidewall height might be constraining for boat clearance. Staff analyzed this issue and consulted with SZAC members and have prepared revised ordinance language that would allow for 12' boathouse sidewalls if a flat roof is proposed. The builder expressed satisfaction with this change. The same builder also expressed a preference for the proposed 15' wide boathouse maximum to be amended to 20'. Staff considered this request and continues to recommend that 15' remain the maximum. Staff explained at the public hearing that the SZAC was generally concerned that changes to State law would now allow boathouses on much smaller properties with the SFPO's existing frontage and lot size requirements being rendered unenforceable. Staff explained that research of typical boat sizes revealed that typical boat width is approximately 8.5' and typical length ranges from 16'-24'. Staff explained that 15' of width would provide ample space for a typical boat while providing enough room to walk around a boat and/or store other marine equipment on the side of the boat.
- The Town of Delafield requested that, for fire safety purposes, the amendments incorporate the building separation requirements of the Town Zoning Code. Staff agreed with this recommendation and has added the 20' separation requirement between a principal structure and another building and the 10' separation requirement between an accessory structure and another building to the Delafield Shoreland Overlay District.
- The Lake Pewaukee Sanitary District expressed concern about lack of erosion control at some lakefront construction sites. Planning & Zoning Staff advised the District that they will continue to remind individuals that are inquiring about demolition permits that most demolition projects require a permit for erosion control from the Land Resources Division.
- Written questions were submitted relative to the applicability of proposed SFPO provisions to a particular property on Road M in the Town of Merton. Mr. Fruth explained that the substandard lot provisions would not apply to lots separated by a road. He also clarified that tree replacement requirements would not apply to trees that fall on their own and that priority tree rules would not apply or override environmental corridor cutting provisions.

Mr. Siepmann then opened the floor to public comments:

Mr. Mark Prange offered the following additional questions and comments during the public hearing:

- Why are decks being considered impervious?

Mr. Fruth and Ms. Barrows clarified that they had consulted with DNR on this topic and that DNR confirmed that decks must be treated as impervious but that if special provisions are provided to treat runoff from them, they may be able to be excluded from calculations. The proposed impervious surface standards provide for deck runoff to be treated and excluded from calculations.

Mr. Prange stated that he felt that a professional would need to be retained to prove decks should be excluded.

- What are the effects of the proposed split jurisdictional parcel language on parcels zoned Environmental Corridor District?

Mr. Fruth explained that the proposed language was modeled after language drafted by the Town of Waukesha and was prepared to clarify that the full parcel's area would be used to demonstrate compliance with Shoreland Ordinance area limits. He noted that Staff would further assess the potential impacts of this language as it relates to environmental corridor properties.

- Are accessory structure floor area ratio limits decreasing for some properties?

Mr. Fruth replied, yes, accessory structure standard changes will give owners of smaller and modest sized lots more allowable accessory structure square footage, whereas the maximum for the largest properties is proposed to decrease from 3% to 2%. It should be noted that the existing requirements restrict accessory floor area, whereas the proposed provisions would limit accessory footprint. He explained that the change to 2% was proposed to better match the requirements of local towns. He noted that Genesee is an example of a town that regulates 2%. He noted that Genesee and other communities have experienced problems with businesses illegally operating out of very large structures on large properties.

Mr. Prange stated his objection to the change.

Bill Groskopf stated that although he had served on the SZAC for the project, he now questioned whether an 18' boathouse width might be better. He also questioned the requirement of a garage type door. Planning Staff responded that the garage type door requirement has long been a part of the ordinance and was part of the code to ensure that boathouses didn't become dwelling units. Staff also clarified that different types of garage type doors are acceptable (pull down, swinging, glass, etc.). Staff noted that they had contemplated recommending 12' for boathouse width but recommended the more generous 15' width to allow for a boat along with access way space and room for storage of other marine gear, kayaks, etc.

Mr. and Mrs. Mishich offered the following additional questions and comments during the public hearing:

- Would a 35' high flat roof building be accommodated by the proposed ordinance?

Staff responded, yes, the height from lowest point of building to highest eave is proposed to increase to 35' for flat rooftops.

- Would driveways count towards impervious surface calculations?

Staff answered, yes, and explained that porous material could be used to avoid having to count the driveway or mitigation could be provided to allow for the highly developed shoreline 30% impervious surface requirements to be exceeded. Staff explained that the proposed Mitigation

Handbook contains many different options that can be selected from if they wish to maximize allowable hard surfaces up to 40%.

- What would the offsets be for boathouses on our property?

Staff indicated that it appeared their setback would likely be 10'.

- How would retaining walls be handled relative to impervious surface calculations?

Staff explained that the SZAC agreed that each lineal foot of wall would be counted as one square foot of impervious surface. A follow up question was asked as to whether walls of less than two feet would be counted? Staff responded, yes.

Mr. Groskopf asked whether a survey would be required for all projects subject to impervious surface rules? Staff responded that many projects would require a survey but that some may be able to rely upon old surveys or other sources.

Mr. Peregrine asked how slanting walls would be counted. Mr. Siepmann noted that all walls would be treated the same.

Mr. Prange indicated that he felt the language that requires a restriction be filed to clarify location of the access/view corridor for tree removal of three or more trees along the shoreline is restrictive. Staff stated that the restriction requirement is proposed to make all involved aware of the location of the authorized access/view corridor to help ensure compliance with State law relative to shore cutting.

Mr. Groskopf stated that he does not like the State's new rules on shore setback averaging but noted that he understands that there is nothing that counties can do about them.

With there being no further comment, Mr. Siepmann closed the first public hearing.

Mr. Siepmann opened the second public hearing relative to the Shoreland & Floodland Subdivision Control Ordinance.

Mr. Groskopf indicated that he did not fully understand the nature of the changes.

Mr. Fruth explained that the changes are limited to adding a lot area and width table to the ordinance.

There were no other comments from the public and the hearing was closed.

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EXHIBIT "B"

Detailed Summary of Proposed Shoreland and Floodland Protection Ordinance Amendments

Building Area Summary (Sections 3(j)4 and 5, pgs. 80-82)

Why are changes to existing floor area ratio (ratio of building area to lot) and open space regulations being proposed?

- Existing standards do not provide for reasonable use of many existing non-conforming lots.
- FAR does not control overall building size or volume, as exposed basements, areas with vaulted ceilings and attic spaces do not count.
- Eliminate unnecessary variances.

Proposed "Building Footprint" Provisions:

Overall Building Footprint: Maximum 17.5% or 1,100 sq. ft. (whichever is greater) all residential districts.

Existing FAR % limits converted to footprint % for all other zoning districts (i.e. A-2 District 10% FAR becomes- 10% Footprint).

Accessory Building Footprint:

Lot Area	Maximum Accessory Building Footprint
<14,000 sq. ft.	600 sq. ft.
14,000 sq. ft. or greater	750 sq. ft. or 2% of lot area, whichever is greater

*Exceptions available for farm consolidation parcels in farmland preservation areas.

**Compliance with overall maximum footprint also required.

Improvements to structures non-conforming to footprint standards:

- Limit structures that exceed the footprint standards to interior and exterior remodeling and the replacement of less than 50% of the existing exterior structural members over the lifetime of the structure.
- No horizontal expansions are permitted.
- Vertical expansions limited to area of allowable footprint for structure (i.e. if structure currently has a 3,000 sq. ft. footprint and 2,000 sq. ft. is allowed, the proposed 2nd story shall not exceed 2,000 sq. ft).

Height (Section 3(i), pgs. 74-76)

Why are changes to structure height provisions being proposed?

- State law requires structures 75' or less from the shore to be a maximum of 35' in height.
- Elimination of FAR prompts need for height controls to be re-visited in tandem with proposed footprint scheme.

Current Height Limitations

Lowest exposure to highest floor line	27'
Lowest exposure to highest eave	36'
Lowest exposure to highest point of roof	46'

*Examination of 104 recent new home permits showed 92% were proposed to be 42' or less.

Proposed Principal Building Maximum Height:

- 35' (lowest exposure to highest peak) within 75' of shore or lots < 65' wide.
- 35' overall height when a flat roof is provided on all lots.
- 42' (lowest exposure to highest peak) beyond 75' of shore & lots 65' or more in width.
 - 1 ft. increase per 10 ft. setback from 75' shore or DSO setbacks, max. height 44'.
 - Requires planting of 3 native trees at least 2" dbh.
- 32' Maximum height (lowest exposure to highest eave) beyond 75' of shore & lots 65' or more in width.

Proposed Maximum Accessory Building Height:*Within 75' of shore:*

- Building sidewalls cannot exceed 10' or 12' if a flat roof is provided, unless slope exceeds 3:1, in which case side walls can be 15' high if flat roof is provided.
- Roof pitch cannot exceed a pitch of 8:12 rise to run.

75' or more from shore:

- 18' height limit to remain for residential districts and increase rural residential districts height (non-farm building) limit from 15' to 18'.
- Limit 1' height increase provision that provides an additional foot of height for each additional foot that a structure is offset from property lines to the rural residential/agricultural districts.

Shore Setback Summary (Section 3(h)2, pgs. 66 – 71)

Required shore setback remains 75', per State law.

Shore Setback averaging (adjacent structures within 75' of shore):

- State law allows for structures on adjacent lots that are located within 250' (increased from 200') of a proposed structure to be used for setback averaging as follows:
 - If principal structures substandard to shore setback exist on both adjacent lots and within 250', a proposed principal structure may be located a distance equal to the average setback, but no less than 35' from the OHWM.
 - If a principal structure exists on an adjacent lot and within 250 ft. of a proposed structure in only one direction; is the closest principal structure; and is set back less than 75 ft. from the OHWM, the shore setback shall be equal to the average of 75 ft. and the distance that the adjacent structure is set back from the OHWM, but no less than 35 ft.

- The following County shoreland setback averaging provisions are less restrictive than current State law and must be modified:
 - If an adjacent building on one side of the subject parcel contains a structure setback further than 75', setback averaging can no longer be used- even if the structure on the other side is substandard to shore setback.
 - An existing building substandard to shore setback on the subject parcel can no longer be used for averaging to achieve an addition.
 - The administrative provision that allows Zoning Administrator to reduce required shore setback when a minimum 30' deep building envelope is not available is not permitted by State law.
 - Shore setback can currently be reduced to 30' w/ averaging (law now requires 35').
- *Delafield Shore Setback Averaging (adjacent structures beyond 75' of shore).*

Within the Delafield Shoreland Overlay District, if the closest principal structure in each direction to a proposed structure exists on an adjacent lot and within 200 ft. of the proposed structure and both of the principal structures are set back more than 75 ft. from the OHWM (based on required setback at time of construction), the setback shall be equal to the average of the setbacks required for those structures.

Improvements to structures non-conforming to shore setback only.

- Reconstruction, remodeling and repair permitted without limitation.
- Vertical expansions may be allowed (may not exceed 35' in height).
- Horizontal expansions within setback (up to a maximum of 200 square feet) allowed if mitigation is provided and expansion is minimum of 35' from shore. Horizontal expansions beyond setback permitted.
- Relocation permitted if 35' or more from shore with mitigation (if no conforming location available).

Wetland and Floodplain Setback Summary (Section 3(h)2, pgs. 66 – 71)

- Recent State law prohibits a County from regulating floodplain matters beyond *any* floodplain boundary. Therefore, the 75-ft. floodplain setback and averaging provisions must be removed. The proposed amendments include a 35-ft. floodplain setback if the area of the setback is located within the 0.2% chance floodplain as designated by FEMA. These areas are most vulnerable to flooding outside of the regulated floodplain, but within an unregulated studied floodplain.
- Remove the 50' setback relief provision relative to wetlands 3' vertically separated from a proposed structure and instead allow relief via amended non-conforming structure provisions because wetland boundaries are not determined by elevation and there is no environmental benefit to a vertical separation.

- Provide for maximum 200 square foot sheds to be located a minimum of 35' from wetlands and floodplains provided no other conforming location exists.
- All other existing wetland setback averaging provisions remain in place.

Structures nonconforming to wetland and floodplain setback

- Within 35 ft. of a wetland or floodplain: Limit structures to interior and exterior remodeling and the replacement of less than 50% of the existing exterior structural members over the lifetime of the structure.
- 35 ft. and greater (wetland only). In addition to the above:
 - Allow vertical expansions that meet the height requirements
 - Allow horizontal expansions (principal structures only) that do not exceed 200 sq. ft. in area over the life of the structure.
 - Allow the replacement or relocation of a structure of equal or less size if no other conforming location is available as determined by the Zoning Administrator and provided the structure is no closer to the wetland than the existing structure.
 - Mitigation is required to offset the impacts of any horizontal expansion.

Offset (Section 3(h)3, pgs. 72 – 74)

Existing offset (measurement from side and rear lot line) requirements:

- Residential districts: 20' minimum (unsewered), 14' (sewered)
- Accessory buildings less than 200' sq. ft.: 5' minimum.
- Substandard lots: Proportionate relief available for side offset based upon average lot width.
i.e. (50' wide lot/120' required lot width X 20' required offset= 8.3' required offset)

Proposed offset reductions for sub-standard lots (lots less than 120' wide (unsewered), or 84' (sewered):

Lot Width (ft.)	Required Offset (ft.)
35 ft. or less	5'
> 35 ft. - 50 ft.	7'
>50 ft. to < 84 ft.	10'
84 ft. to < 120 ft.	14'

*Within agricultural, commercial, or industrial districts, if lot does not comply with the district lot width standards, the offset requirements specified in the above table apply, unless the district offset is less restrictive.

Other proposed offset changes:

- Include all structures, not just buildings, as being subject to the offset provisions.
- Reduce deck/patio side offset requirements to 50% of distance of specified offset, but no closer than 5 ft. Stairs and walkways may be permitted 5 ft. from a lot line.

Structures nonconforming to offset

- Within 5 ft. of lot line
 - Limit structures to interior and exterior remodeling and the replacement of less than 50% of the existing exterior structural members over the lifetime of the structure.
- 5-10 ft. In addition to the above:
 - Expansions require a special exception, provided the expansion is no closer to the offset than the existing structure and provided the area of the expansion does not exceed 50% of the footprint of the existing structure, cumulatively over the lifetime of the structure from the effective date of the revised ordinance.
- Greater than 10 ft. In addition to the above:
 - Expansions are permitted by right, provided the expansion is no closer to the offset than the existing structure and area of expansion does not exceed 50% of the footprint of the existing structure, cumulatively.
 - Expansions that exceed 50% of the footprint of the existing structure require a special exception provided the area of the expansion is no closer to the offset than the existing structure.

Road Setback (Section 3(h)1, pgs. 63 – 66)

Current setback requirements: 50' (unsewered), 35' (sewered)

Proposed setback relief:

35' (if lot located on a local road and sewerred or platted in a subdivision recorded after 10/1/16, applicable in most districts).

Improvements to structures non-conforming to road setback only.

Structures nonconforming to road setback

- Within 20 ft. of base setback line:
 - Limit improvements to interior and exterior remodeling and the replacement of less than 50% of the existing exterior structural members over the lifetime of the structure.
- 20 to < 35 ft. In addition to the above:
 - Allow vertical expansions that meet the height requirements.
 - Allow horizontal expansions (principal structures only) that do not exceed 200 sq. ft. in area over the life of the structure provided the expansion is no closer to the road than the existing structure.
 - Allow the replacement or relocation of a structure of equal or less size if no other conforming location is available as determined by the Zoning Administrator and provided the structure is no closer to the road than the existing structure

- 35 ft. and greater. In addition to the above:
 - Allow horizontal expansions (principal structures only) provided the expansion is no closer to the road than the existing structure.

Road Setback Averaging:

Modify road setback averaging to be consistent with shore setback averaging to make averaging available only if similar type structures exist on adjacent properties within 250 ft. and on the same side of the road. The existing building on the subject property may be used for averaging.

Impervious Surface Summary (Section 3(t), pgs. 95 - 98)

What is impervious surface?

An area that releases as runoff all or a majority of the precipitation that falls on it. Examples include, rooftops, driveways, patios, decks, sidewalks, swimming pools.

Why are impervious surface regulations being proposed?

- Required by State law in order to reduce amount of sediment and pollutants entering lake.
- Protect water quality and fish and wildlife habitat.
- Economic analysis concluded that water quality directly relates to property values.

Where do impervious surface rules apply?

- Within 300' of the ordinary high water mark (OHWM) of a navigable water on any riparian (shore) lot or any non-riparian lot that is entirely within 300' of the OHWM.

How is impervious surface coverage calculated?

Divide the surface area of existing and proposed impervious surface on a riparian lot or a non-riparian lot fully within 300' of the OHWM by the total surface area of the lot and then multiply by 100.

Impervious Surface Limitation Recommendations	
<u>General Standard</u>	<u>Highly Developed Shorelines</u>
15% (without mitigation)	30%- residential use (without mitigation)
30% (with mitigation)	40%- residential use (with mitigation)
	40% commercial/industrial use (without mitigation)
	60%- commercial/industrial use (with mitigation)

*Existing IS can be maintained, repaired, replaced, relocated or modified.

*Treated impervious surfaces are exempt.

Proposed Application (as recommended by SZAC):

- Employ General Standard for shorelines that do not meet highly developed criteria (i.e. Ashippun Lake, Willow Spring Lake, Mukwonago River, Oconomowoc River, etc.)
- Employ Highly Developed Shoreline Standard for all areas that meet qualifying criteria (i.e., most large lakes (Okauchee, Pewaukee, Lac La Belle, North and other densely settled shorelines (i.e., Keesus, Pretty, parts of Eagle Spring, Phantom and Beaver Lakes).

Treated Impervious Surface (Per State law, excluded from Impervious Surface calculations)

- *Proposed Performance Standard*
 - The first ½ inch of runoff from the area of impervious surface (IS) to be excluded from the IS calculation must either infiltrate or be treated according to the IS coverage standards of NR 115 and State Shoreland law.
 - The calculation of the runoff volume is simply the area of the IS to be excluded multiplied by the runoff depth (1/2 inch or 0.04 ft.). For example: (1,000 sq. ft.)(0.04 ft.) = 40 cubic feet.
 - The stormwater infiltration or treatment system shall comply with an adopted County or State post-construction stormwater management technical standard or guidance document.

• *Proposed Exclusion Standard*

The County may exclude an impervious surface from the IS calculation provided the property owner can demonstrate that one or more of the following general standards apply, and that all applicable stormwater BMP technical standards are met:

1. One half inch of runoff from the impervious surface is treated by a stormwater BMP* (defined); or
2. One half inch of runoff from the surface is discharged to an internally drained pervious area that retains the runoff on or off the parcel to allow infiltration into the soil.

• *Proposed County permitting standard*

A County Stormwater Permit shall be issued and all technical standards of the County Stormwater Management & Erosion Control Ordinance be met. This will include application materials, financial assurance, and recorded maintenance agreement.

Mitigation Summary (Section 3(u), pgs. 98 – 107)**What is mitigation?**

Balancing measures that are designed, implemented and function to restore natural functions and values that are otherwise lost through development and human activities.

Why are mitigation standards being proposed?

- Required by State law for the following activities:
 - Exceed basic Impervious Surface (IS) thresholds (see IS Summary Sheet for more detail).
 - Relocation of a similar sized structure within the shore setback (existing structure must be 35' from shore).

- Horizontal expansion (200 sq. ft. or less) of a structure within the shore setback (existing structure must be 35' from shore).
- Advisory committee supported use of mitigation to allow for expansions of structures substandard to wetland setback.

Mitigation Options: Vegetative Buffers, side yard buffers, decrease width of access/view corridor, screen retaining walls, remove retaining walls, increase shore setback, remove improvements within 75' of shore, remove seawall/rip rap, use of earth tone building materials, remove non-conforming structure or 2nd story of boathouse, remove boathouse, treated impervious surface, restore part of property to natural state, maintain/establish shoreline habitat (fallen trees/fish sticks), and alternative approved methods.

How much mitigation is required?

A Mitigation Handbook has been prepared that details the number of points available for each of the above practices. The Handbook details the number of required points for different types of projects. Mitigation must be proportionate to offset the potential impacts of the activity being proposed.

How will mitigation practices be maintained and monitored over time?

- Deed restrictions will be recorded against property describing maintenance requirements.
- Inspections by applicant/landscape consultant with reports to County after year 1, 3 and every 5 years thereafter.
- Periodic random inspections by Staff.

Boathouse Provisions Summary (Section 3(s), pgs. 94 and 95)

Why are changes to boathouse rules being proposed?

- State law changes prohibit counties from setting minimum lot size requirements for boathouse eligibility.
- Removal of lot size requirements for boathouses increases need for maximum size limits.
- DNR interpretation of State law changes prohibits counties from regulating overall height of boathouses to less than 35', which prompts need for alternative height measures.
- NR 115 prohibits installation of plumbing in boathouses.
- State law requires boathouses to be constructed within access/viewing corridors.

County boathouse rules to be modified or deleted are in ~~strike-through~~. New or amended rule language is in *italics*:

Lots eligible for boathouses

- Dwelling must be present and maximum of one boathouse per lot.
- ~~Not allowed on lots less than 15,000 sq. ft. in area or less than 100 ft. in width.~~

Boathouse Location standards

- 5 ft. shore setback and within 50 ft. 35 ft. of shore.
- Must be located outside of the wetland and floodplain.

- Must comply with offsets.
- *Must be located entirely within the access and viewing corridor (per State law).*

Boathouse Size requirements

- Minimum size = 200 sq. ft.
- *Maximum size = 450 sq. ft. Overhangs shall not exceed 2 ft. in width. Within Delafield Shoreland Overlay, max. size = 600 sq. ft.*
- *The boathouse shall not exceed 15 ft. in width, measured parallel to the shore. Within Delafield Shoreland Overlay, max. width is 20'.*
- Limited to 1-story with a side wall height not to exceed 10 ft. and a pitch not to exceed 8:12 rise to run (equivalent to max. 15 overall height) or a side wall not to exceed 12 ft. if a flat roof is provided, unless slopes exceed 3:1, in which case side wall can increase to 15' provided that a flat roof is provided. ~~and the height shall not exceed 15 ft.~~
- *Maximum overall and accessory building footprint limitations replace floor area ratio and accessory floor area ratio limits.*

Boathouse use and structure requirements

- Storage of marine and accessory items only. Human habitation prohibited.
- ~~Limited plumbing allowed, toilet or shower. No plumbing allowed (per NR 115).~~
- Must have a garage type door facing the lake.
- Flat roofed boathouses may be used for recreation and canopies, railings, and access stairs are considered ordinary appurtenances.

Miscellaneous Zoning Matters Summary

AD-10 and RRD-5 District revisions (Section 15 and 16, respectively, pgs. 184 - 198)

Remove prime agricultural soils preservation requirements from these density zoning districts but continue to allow for either rural development patterns or clustered developments at 10-acre and 5-acre densities, respectively.

AO- Existing Agricultural Overlay District

Delete district and all references to the district throughout the ordinance as it is not mapped within the shoreland jurisdictional area.

Applicant (Section 2(b)18, pg. 7)

Expand definition to allow utility companies to apply for permits when they demonstrate that they hold valid easements or have established prescriptive rights.

Breezeway (Section 3(d)1, pg. 49)

In order for a breezeway to be considered an attachment between structures, the following criteria must be met unless the structure is located in the floodplain:

- Enclosed on all sides.
- Minimum 8 ft. in width.
- Maximum 20 ft. in length.

C-1 Conservancy & C-1 (EFD) Existing Floodplain Development Overlay Districts (Section 7 and 8, pgs. 144 - 159)

Modify permitted uses for compliance with State standards and to make existing provisions easier to understand. Specific standards are included for activities such as the maintenance of roads for silvicultural activities, agricultural cultivation and the establishment of parks.

Definitions (Section 2(b), starting on pg. 4)

Add or modify the following definitions for consistency with State law/rules and to define new terms or clearly define existing terms: access and viewing corridor; applicant; boathouse; building footprint; county zoning agency; diameter at breast height; existing development pattern; flood stage; floor area; generally accepted forestry management practices; impervious surface; infiltration; lot; lot area; lot width; minimum average; maintenance; mitigation; navigable waters/waterway; pervious area; practical difficulty; residence; road, local; routine maintenance of vegetation; runoff; setback, floodplain; setback, shore; setback, wetland; shorelands; shoreland/wetlands; Shoreland-Wetland Zoning District; stormwater; stormwater BMP; structure; and wetlands.

Delafield Shoreland Overlay District (Section 37, pgs. 244 - 246)

- Modify shore setback standards for compliance with State laws, see shore setback summary.
- Add Town's existing separation between building requirements at the request of the Town of Delafield, which includes a 20 ft. separation requirement from a principal structure and another building and a 10 ft. separation requirement between an accessory structure and another building.

General Provisions (Sections 3(a)1, 3(b)1 & 4, and 3(c)2.L; pgs. 36 – 39 and 43 , respectively)

- Specify area of jurisdiction and statutory exemptions from permitting.
- Provide accommodations for persons with disabilities in accordance with federal and state law.

Lot Area Regulations (Section 3(j)2.F, pgs. 78 and 79)

- If a single legal lot of record exists and is split by a road, allow the acreage from both sides of the road to be used for calculating compliance with area regulations.
- If a property owner owns multiple lots of record that are located on opposite sides of the same road, the lots shall be considered separate lots and area regulations shall be administered based upon each individual lot- not the combined acreage of the lots.
- If a property owner owns multiple lots of record that are located on opposite sides of the same road, with the lots being directly opposite one another for at least one-half of road frontage of one of the lots, an accessory structure can be constructed without benefit of a principal residence being present on the same parcel subject to the following requirements:
 - A principal residence must be present on the opposite-side parcel.
 - A CSM that encompasses both parcels shall be recorded. The CSM shall state that the lots may not be sold separately unless the accessory building is removed in the future.
 - Maximum accessory building footprint calculations shall be solely based upon the acreage of the parcel upon which it will be built.

Minimum Building Footprint (Section 3(o)3.H, pg. 91)

Provide provisions that allow Zoning Administrator to administratively approve a building footprint not to exceed 1,100 square feet when application of required offsets and setbacks does not provide an 1,100 s.f. footprint. The Zoning Administrator shall only administratively reduce road setback, floodplain setback and wetland setback in providing such an envelope.

Minimum Floor Area (Section 3(j)1, pgs. 76 -78)

- *Standardize minimum floor area requirements across all zoning districts to match the existing R-3 District requirements:*

Minimum 1st floor area= 850 square feet

Total floor area= 1,100 square feet

- *Reduce minimum multi-family dwelling unit size requirements as follows:*

- 1 BR unit = 600 square feet
- 2BR unit = 700 square feet
- 3BR unit = 800 square feet
- Additional 100 square feet for each additional bedroom
- 2-family dwellings, 850 square feet per unit (1,700 square feet total)

Minimum Lot Size

To comply with recent law changes, the lot size requirements of the Shoreland & Floodland Protection Ordinance (SFPO) are proposed to be inserted in the Shoreland & Floodland Subdivision Control Ordinance and said requirements are proposed to be cross referenced in the SFPO.

Multi-family Conditional Use Modifications (Section 4(g)20, pgs. 124 and 125)

Simplify regulations in the multi-family CU section, including the consolidation of multiple tiers of density relief for ease of regulation.

Nonconforming Structures (Section 3(o), pgs. 85 -91)

Provide additional flexibility with a tiered relief scheme for nonconforming structures depending on the severity of nonconformity. The scheme applies to structures nonconforming to shore, wetland, floodplain, road setback, offset, building footprint, boathouse standards and height. Currently, variances are required for most improvements to nonconforming structures.

North Lake Overlay District (Section 26, pgs. 217 and 218)

Create overlay district to establish minimum elevation requirements for improvements near North Lake that respect the multiple documented high floods of record that have exceeded the FEMA floodplain elevation.

Planned Unit Developments (PUDs) (Section 4(g)22, pgs. 125 – 128)

- Incorporate NR 115 language that requires minimum PUD size of two acres or 200' of shoreline if lot sizes of off-lake lots are to be reduced below the NR 115 required minimum sizes.

- Add shore buffer requirements if off-lake lots size will be flexed below NR 115 limits.
- Consolidate multiple tiers of density relief for ease of regulation.
- Delete references to open space and floor area ratio. Add wetland setback, building footprint and accessory building footprint to the list of standards that can be flexed through the PUD process. Wetland setback can only be flexed if mitigation is provided to offset the impacts of the reduced setback.

Public Hearings (Section 40, pg. 258)

Per State rule, send all notices of public hearings to the WDNR and where applicable, ACOE and EFMA, at least ten (10) days prior to any hearing.

Sewer Reductions

References to sewer reductions were removed throughout the ordinance and instead sewer reductions are specifically identified in each applicable district in order to be more user friendly.

Split Jurisdictional Parcels (Section 3(a)2, pgs. 37 and 38)

Add language to clarify that the full parcel acreage can be used to demonstrate compliance with area regulations for parcels that are split between County shoreland jurisdiction and town zoning jurisdiction.

Substandard Lots (Section 3(j)3, pgs. 79 and 80)

- Required NR 115 language will be inserted to indicate that adjacent lots substandard to NR 115 lot size requirements cannot be used as separate building sites if one or more buildings has ever extended onto individual lots. In addition, such a substandard lot cannot be built upon if the lot was ever formally combined by deed with a single legal description, subdivision plat, certified survey map or plat of survey (with preparation of new deed).
- Remove existing code provision that prohibits sale of adjacent substandard parcels of record that are owned in common.

Vegetative Removal (Section 3(d)9, pgs. 55 – 59)

- Increase access/viewing corridor width limits from 30% to 35% of shore frontage and make other minor amendments to incorporate required NR 115 language.
- Clarify that shore cutting is permissible to provide for boathouses, walkways, and view corridors between the lake and house on lots zoned E-C District.
- Add specific permit and plan requirements, including replacement densities. Require 1" dbh replacement trees for removal of dead, diseased, dying trees and 2" dbh for live, healthy trees with exceptions if it is demonstrated that soil conditions, crowding or other site specific conditions warrant the replacement standards impractical.
- Require that removed shrub and groundcover be replaced with native shrub and groundcover densities specified in Wisconsin Biology Technical Note 1: Shoreland Habitat unless site conditions prohibit strict compliance, in which case Staff shall make a determination as to whether the re-planting plan meets the spirit and intent of the ordinance.

- Preservation requirements for certain priority trees according to the following:
 - Qualifying trees are limited to those live, healthy trees of 12" or more dbh that are identified in the ordinance as priority tree species.
 - Trees within a permissible view corridor or that present a safety hazard are exempt from the preservation requirements.
 - Trees within areas zoned EC Environmental Corridor District are not subject to these provisions, as unique code provisions address tree removal in said areas.
 - Priority trees may be cut to accommodate permissible structures, driveways, utilities, septic systems and an affiliated construction disturbance area extending 30' beyond the proposed improvement. Site grading that complies with other ordinance requirements that necessitates tree removal will also be permitted.
 - Replacement trees must be a minimum of 2" dbh.
 - Area of applicability. The committee recommended that such standards should apply no further than 300' from the shore.

Zoning Agency Responsibilities (Section 41(a)2, pg. 259)

Per State rule, add a provision that requires the zoning agency to keep all minutes and records of its examinations and other official actions, which shall be public record.

Zoning Amendments (Section 39, pgs. 251 - 257)

In order to comply with State rules, add the following language:

- Send copies of decisions to WDNR within ten (10) days of a decision.
- Remove language that states the County ordinance still applies in annexed cities/villages.
- Specify procedures for actions taken by a County Board that do not comply with Section 59.692 of Wis. State Statutes.
- Specify that Waukesha County is required to adopt all amendments to the Wisconsin Wetland Inventory Maps.

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Building Area and Height

Current Building Area Limits

Open Space = area of lot devoid of buildings or covered structures

R-3 Residential District Standards

15,000 sq. ft. for unsewered lots 10,500 sq. ft. for sewered lots

- Substandard lots in other residential districts revert to R-3 district requirements
- Each zoning district has a stated amount of required open space

Limitations

- Substandard lots less than 15,000 sq. ft. are not able to comply with basic requirement

Lot Size (sq. ft.)	Total FAR permitted (at 15%)
5,000	750 sq. ft.
6,000	900 sq. ft.
7,000	1,050 sq. ft.
8,000	1,200 sq. ft.

Floor Area Ratio (FAR) = Total floor area / total area of the lot

Residential District Standards

15% for unsewered lots 19.5% for sewered lots

- Percentage differs among zoning districts
- Most requested type of variance- 49 requests over last two years

Limitations

- Works best for conforming lots
- Severely substandard lots not able to achieve minimum floor area
- FAR less relevant with finished basements and vaulted ceilings

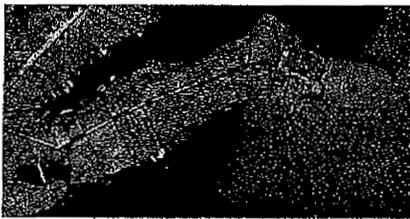
Why are area regulations changing?

To better accommodate today's living standards on substandard lots

Provide a simplified Code for property owners

Reduce the number of variances needed for reasonable home and garage sizes

Accessory FAR may not provide for reasonable size garage



Nickels Point Road, Oconomowoc

Legend
 Variance requested
 85% of lots on Nickels Point Rd have at least one variance request
 Avg. lot size 10,094 sq. ft.

FAR vs. Footprint Sample 10,000 sq. ft. parcels



FAR (15%)



Footprint (17.5%)

*not including basements.

Proposed Footprint/Lot Coverage Scheme

Building footprint = ratio of total building coverage to lot area.

Advantages

- Less focus on "useable" space
- Combined with height, produces maximum 3D envelope

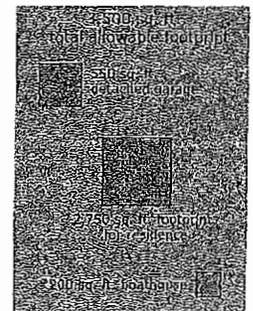
Proposed Overall Footprint Limits

- Maximum 17.5% overall footprint or 1,100 sq. ft., whichever is greater (residential)
- Simplified computation of allowable building size
- Existing FAR limits convert to footprint % for all other districts

Proposed Accessory Building Footprint Limits

Lot Area	Max. Accessory Bldg. Footprint*
<14,000 sq. ft.	600 sq. ft.
≥14,000 sq. ft.	750 sq. ft. or 2% of lot area, whichever is greater

*Must comply with overall maximum footprint



Sample 20,000 sq. ft. lot application of 17.5% footprint

Height

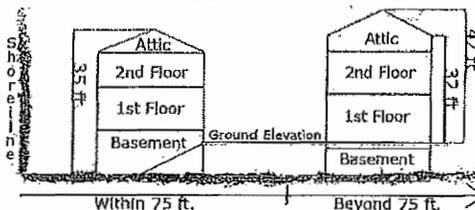
Current Height Limits

- Tiered Schema for principal structures
 - 27 ft. to highest floor line
 - 36 ft. to any eave
 - 46 ft. to the peak
- Waterfront structures shall not exceed 3 stories when viewed from the lake (not proposed to change)

Why are height rules changing?
 State law requires structures 75 ft. or less from the shore to be a max. of 35 ft. in height
 Adapt to footprint scheme

Proposed Height Limits

- 35 ft. to peak within 75 ft. of shore or lots less than 65 ft. wide
- 35 ft. with flat roof (all lots)
- 42 ft. to peak at least 75 ft. from shore and lots 65 ft. or more in width
 - 1 ft. increase per 10 ft. setback from 75' or DSO setback
 - Requires planting of 3 native trees 2" DBH
- 32 ft. maximum height to highest eave beyond 75 ft. of shore and lots 65 ft. or more in width



Nonconforming to the footprint standards

- Structures that exceed allowable footprint are limited to interior and exterior remodeling and replacement of less than 50% of the existing exterior structural members
- Horizontal expansions not permitted
- Vertical expansions limited to the area that encompasses allowable footprint

SHORE SETBACK

Shore Setback Averaging

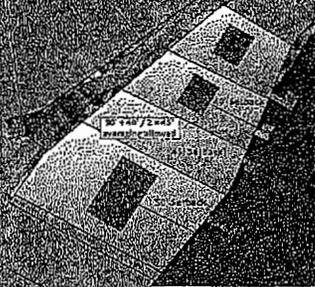
- A structure may be constructed closer than 75' to the shore using setback averaging as follows:

1. If principal structures substandard to shore setback exist on both adjacent lots and within 250', a house may be located a distance equal to the average setback.

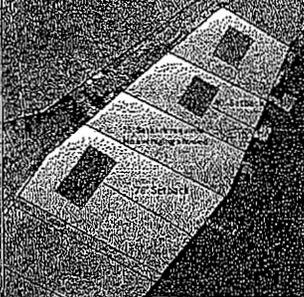
2. If a principal structure exists on an adjacent lot and within 250' of a proposed structure in only one direction; it is the closest principal structure; and is setback less than 75 ft., the average of 75' and the setback of the adjacent structure shall apply.

**Averaging cannot reduce setback below 35'.*

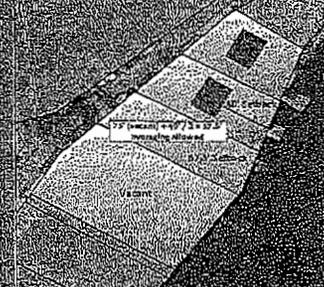
Both sides < 75'



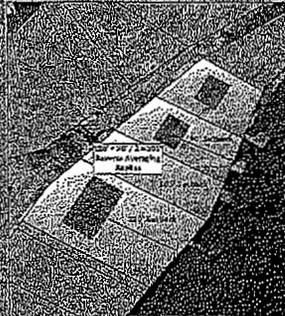
One Side > 75'



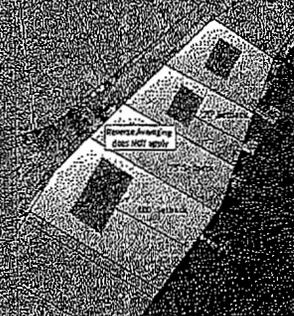
One Side Vacant



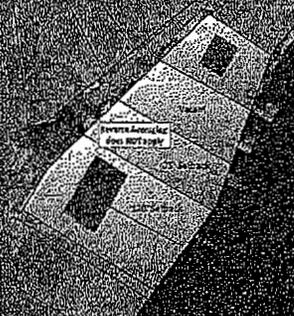
Both sides > 75'



One Side < 75'



One Side Vacant



Delafield Shore Setback Averaging

- If structures are greater than 75' from shore and are present on both sides 'reverse averaging' applies.
- Closest structures must be on adjacent lots and within 200'.

Nonconforming Structures to Setback

- Reconstruct, remodel and repair without limitation.
- Vertical expansions allowed.
- Horizontal expansions of structures at least 35' from shore (up to a maximum of 200' S.F.) allowed if mitigation is provided.
- Horizontal expansions beyond setback
- Relocation if 35' from shore (w/mitigation)

Vertical Expansion



Horizontal Expansion

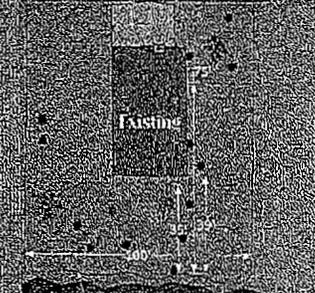


EXHIBIT "D"

Offsets for Substandard Lots

Offset is the distance between a side or rear lot line and a structure.

Existing Offsets

Residential districts
20 ft. min. (unsewered); 14 ft. (sewered)

Accessory buildings
200 sq. ft. or less = 5 ft. min.

Relief for Substandard lots
Proportionate relief available for side offset based upon average lot width

$$\frac{50' \text{ wide lot}}{120' \text{ req'd lot width}} \times 20' \text{ req'd offset} = 8.3' \text{ req'd offset}$$

Limitations of Current System

- Variability in determining offset
- Average width creates inconsistency
- System heavy on math

Proposed Offset Relief

Qualifying lots

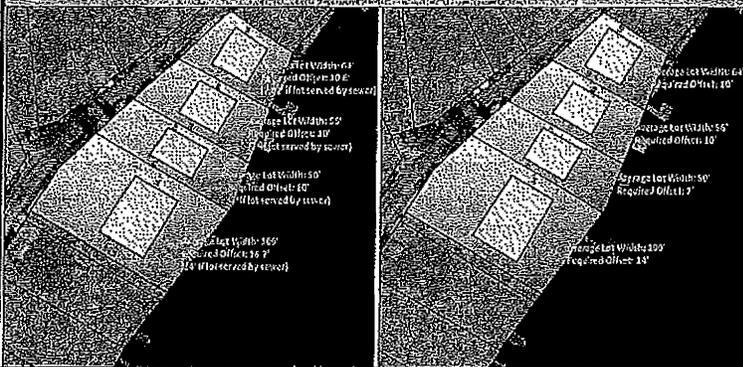
- Sewered: lots < 84 ft. in avg. width
- Unsewered: lots < 120 ft. in avg. width

Lot Width (ft.)	Required Offset (ft.)
35 ft. or less	5 ft.
>35 ft. - 50 ft.	7 ft.
>50 ft. to < 84 ft.	10 ft.
84 ft. to <120 ft.	14 ft.

Substandard lots in other districts refer to above, unless district offset is more restrictive.

EXHIBIT "E"

Examples of Offset Reductions for Lots Substandard to Average Lot Width Requirements

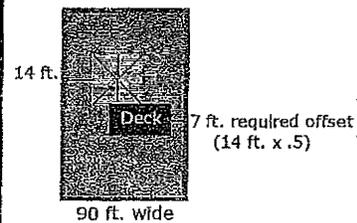


Existing

Proposed

Decks/Patios/Walkways

- Offsets = 50% reduction
- 5 ft. absolute minimum
- Stairs & walkways = 5 ft. min.



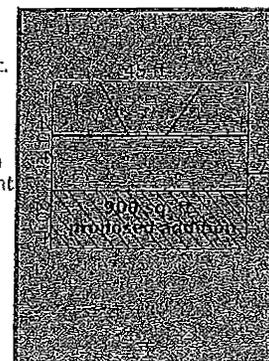
What if my house is non-conforming to offset requirements?

Structures non-conforming to offset may be expanded depending on the severity of non-conformance

Within 5 ft. of the lot line	<ul style="list-style-type: none"> • Repair/replace 50% of exterior structural members • Tracked over lifetime of structure • Variance required for additions.
Between 5-10 ft. (see example)	<ul style="list-style-type: none"> • Additions can be no closer to lot line • Cannot exceed 50% of the footprint of existing structure • Special Exception required from Board of Adjustment.
Greater than 10 ft. to required offset of the district	<ul style="list-style-type: none"> • Addition permitted by right if: <ul style="list-style-type: none"> Expansion is no closer than existing structure Is 50% or less than the existing footprint • Expansions greater than 50% of the footprint require Special Exception.

Sample of non-conforming structure addition

- Req'd offset: 20 ft.
- 1,800 sq. ft. existing footprint
- addition limited to 900 sq. ft. footprint
- 7 ft. min. offset
- Special Exception required



130 ft. wide

Road Setback

Road setback is the required distance between the base setback line and a structure.

The base setback line is determined by the ultimate road right of way width and applies to all structures.

Existing Limits

50 ft. (unsewered)
35 ft. (sewered)

Proposed Setback Relief

35 ft. for sewered lots if on a local road
35 ft. for lots within subdivisions platted after Oct. 1, 2016

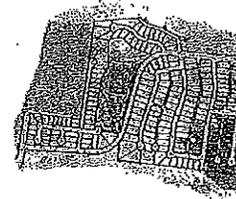
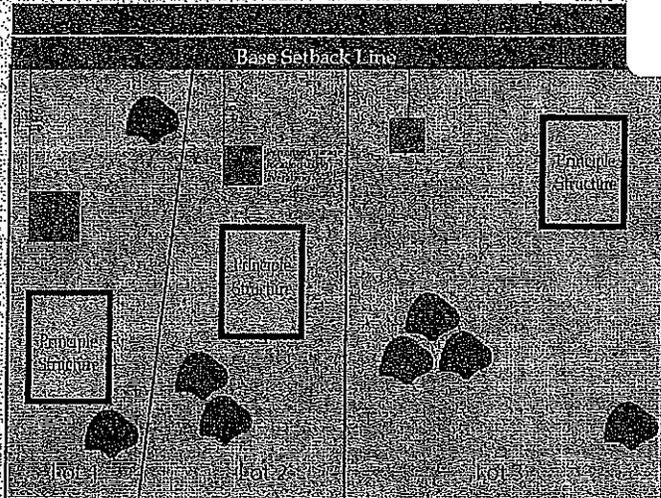
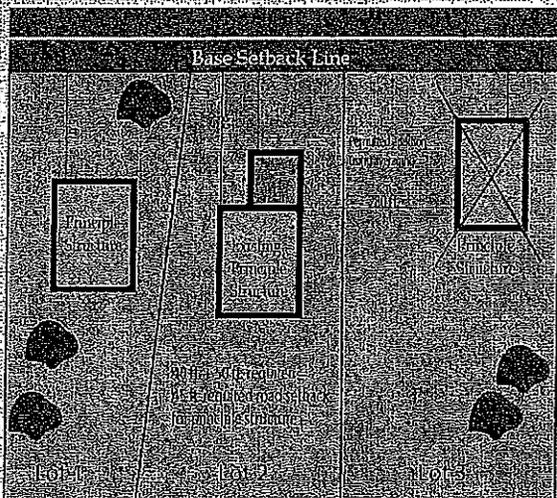


EXHIBIT "F"

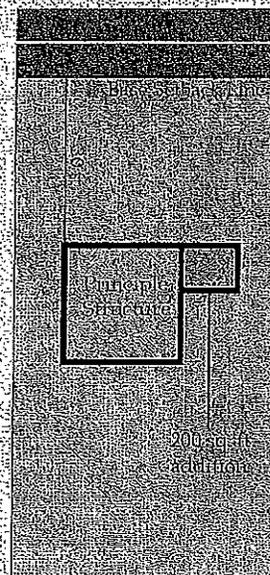
Road Setback Averaging

- Amend to allow averaging within 250 ft. instead of 200 ft.
- Must be located on the same side of the road
- Existing building may be used



What if my house is non-conforming to road setback requirements?

Within 20 ft. of the base setback line	<ul style="list-style-type: none"> • Interior and exterior remodeling • Replacement of exterior structural members not to exceed 50% • Tracked over the lifetime of the structure
20 ft. to < 35 ft.	<ul style="list-style-type: none"> • In addition to the above... • Allow vertical expansions • Allow 200 sq. ft. horizontal expansions over the lifetime of a principle structure • Expansion cannot be closer to road • Replacement or relocation of equal or less size may be permitted if no other location
35 ft.—50 ft.	<ul style="list-style-type: none"> • In addition to the above... • Allow horizontal expansions to principle structures • Expansions cannot be closer to the road



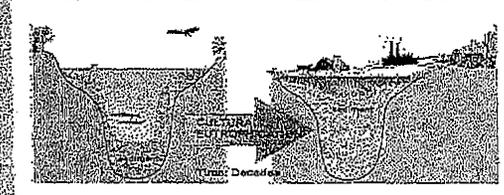
Structures permitted through averaging are not subject to the above provisions

IMPERVIOUS SURFACE



Why are Impervious Surface regulations being proposed?

- Required by State law to reduce amount of sediment and pollutants entering lakes and streams.
- Protect water quality/fish and wildlife habitat.
- Economic analysis concluded that water quality directly relates to property values.



APPLICABILITY

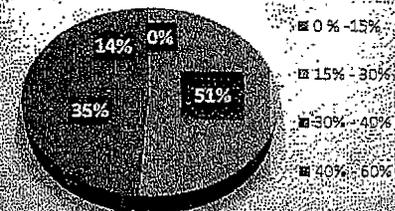
- Within 300' of the shore on any riparian lot or any non-riparian lot that is entirely within 300' of the shore.
- Highly developed shoreline limits proposed to apply to most lakefront properties (see map).
- General standard to apply to "rural" shorelines.

Example of lots exceeding 300' in length and non-riparian properties entirely within 300' of the shore.



Impervious Surface Limitations	
General Standards	Highly Developed Shoreline Properties
25% Maximum (w/o mitigation)	Up to 20% Residential Use (w/ mitigation)
30% Maximum (w/ mitigation)	Up to 40% Residential use (w/ mitigation)
	Up to 40% Commercial/Industrial use (w/o mitigation)
	Up to 60% Commercial/Industrial (w/ mitigation)

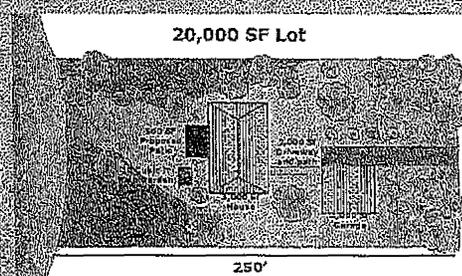
% of Impervious Surface on Waukesha County Lakes (sample of 37 random lots)



CALCULATIONS

How is Impervious Surface Calculated?

- Divide the surface area of existing and proposed impervious surface on a riparian lot or a non-riparian lot fully within 300' of the shore by the total surface area of the lot and then multiply by 100.



20,000 SF Lot

- Sum of all existing impervious surfaces (IS) = 6,000
- IS / 20,000 Lot = 30% IS
- Example proposes additional 500 sq. ft. patio
- 20 cubic foot rain garden to offset excess impervious surface

EXHIBIT "G"

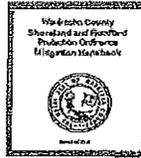
MITIGATION

Why are mitigation standards being proposed?

- Required by State law for the following activities:
 - Exceed basic Impervious Surface (IS) thresholds.
 - Relocation of similar size structure within the shore setback.*
 - Horizontal expansion (200 sq. ft. or less) of structure within shore setback.*
- Advisory committee supported use of mitigation to allow for expansions of structures substandard to wetland setback.

* Existing structures must be 35' from shore

How much mitigation is required?



- Must be proportionate to offset potential impacts of project.
- Handbook details points for different practices.

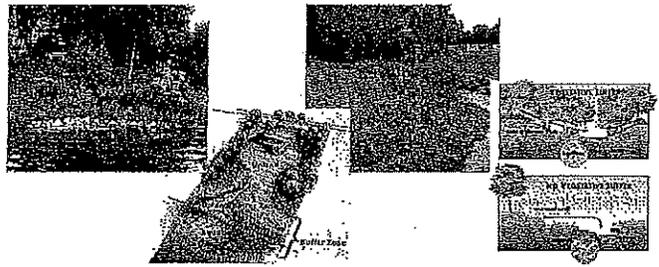
How will mitigation practices be maintained?

- Deed Restrictions, inspections by landscape consultant, and periodic inspections by County staff.

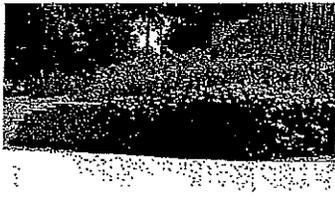
MITIGATION OPTIONS

- Vegetative Buffers
- Side yard buffers
- Decrease width of access/view corridor
- Screened retaining walls
- Removal of retaining walls
- Increase shore setback
- Remove improvements within 75' of shore
- Remove seawall/riprap
- Use of earth tone building materials
- Remove non-conforming structure or two-story boathouse
- Remove boathouse
- Treated impervious surface
- Maintain/establish shoreline habitat (fallen trees/fish sticks)
- Alternative approved methods

Examples of Vegetative Buffers



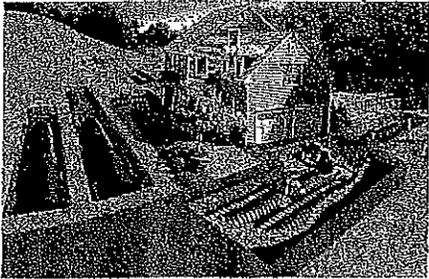
Example of Screened Retaining Wall



Fish sticks

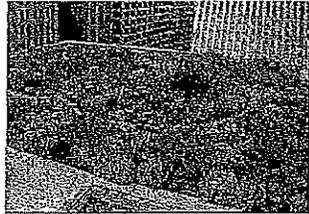


Infiltration Chamber

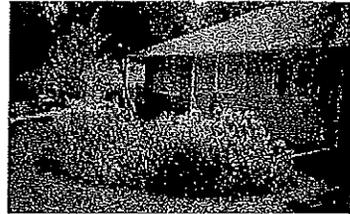


Examples of Treated Systems

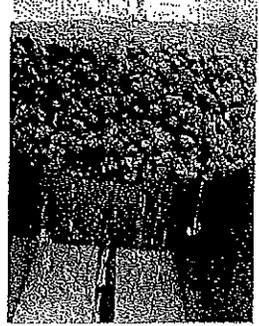
Green Roof



Rain Garden



Pervious Concrete

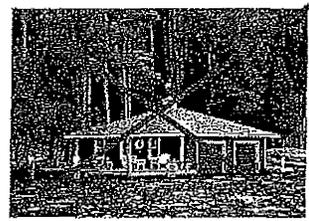


BOATHOUSES

ELIGIBILITY

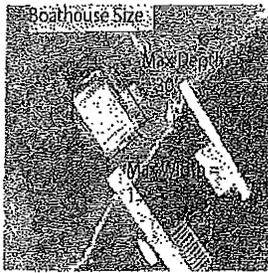
- **Current Code** - requires lots to contain 15,000 sq.ft. and 100' of frontage in order to have a boathouse.
- **Proposed Code** - per DNR, no lot size requirements for boathouses.

New wet boathouses are not permitted. All boathouses must maintain a 5' setback from the shore.



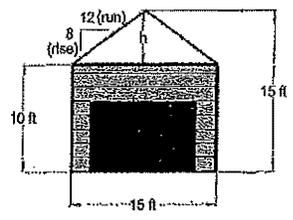
SIZE

- Minimum size remains unchanged (200 sq.ft.).
- Maximum size recommended (450 sq.ft.).
- Maximum proposed width (15').
- Maximum proposed depth (30').



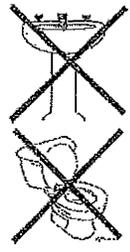
HEIGHT

- Current limit = 15'.
- Proposed Maximum side wall height = 10', or 12' with flat roof.
- 15' sidewall if slopes of 3:1 (33%) or greater (flat roof required).
- Flat roof or pitched roof.



AMENITIES

- No human habitation.
- Per NR115, plumbing is no longer permitted.
- Must have a garage-type door facing the shore.
- Flat roofed boathouses may be used for recreation but no canopies will be permitted.



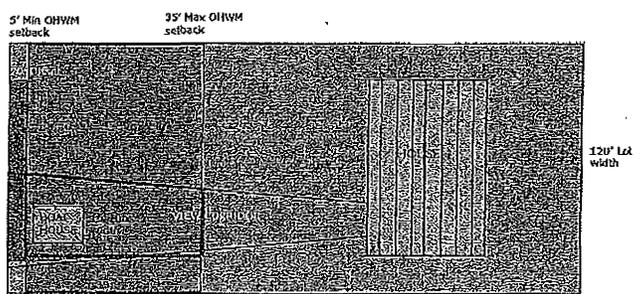
No new plumbing allowed due to NR115



All boathouses must have a garage door facing the shore

LOCATION

- Minimum setback from Shore = 5'.
- Maximum setback from Shore = 35'.
- Must be located within view corridor (35% of shore frontage).
- Must comply with offsets.



1 AMEND THE TEXT OF THE WAUKESHA COUNTY SHORELAND AND FLOODLAND
2 SUBDIVISION CONTROL ORDINANCE TO INCORPORATE MINIMUM LOT
3 SIZE AND WIDTH REQUIREMENTS (SZ-1459N)
4
5

6 WHEREAS, the Waukesha County Board of Supervisors, on June 23, 1970, passed and adopted
7 the Waukesha County Shoreland and Floodland Subdivision Control Ordinance, and
8

9 WHEREAS, the Waukesha County Board of Supervisors may make amendments to such
10 Ordinance pursuant to Section 236.45, Wisconsin Statutes, and
11

12 WHEREAS, recent changes to State shoreland zoning laws and rules prompt the need to re-
13 locate minimum lot size and width requirements from the Waukesha County Shoreland and
14 Floodland Protection Ordinance to the Waukesha County Shoreland and Floodland Subdivision
15 Control Ordinance, and
16

17 WHEREAS, the proposed amendments were prepared in accordance with the recommendations
18 of the Waukesha County Shoreland Zoning Advisory Committee and were the subject of a public
19 hearing held on July 12, 2016, and
20

21 WHEREAS, the matter was referred to and considered by the Waukesha County Park and
22 Planning Commission, which recommended approval and reported that recommendation to the
23 Land Use, Parks and Environment Committee and the Waukesha County Board of Supervisors.
24

25 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
26 that the Ordinance amendments approved by the Land Use, Parks and Environment Committee
27 and as set forth on the attached Exhibit "A" entitled "Amendments to the Waukesha County
28 Shoreland and Floodland Subdivision Control Ordinance" are hereby approved.
29

30 BE IT FURTHER ORDAINED that the Waukesha County Clerk shall file a certified copy of
31 this Ordinance with each of the Town Clerks within Waukesha County.
32

33 BE IT FURTHER ORDAINED that this Ordinance shall become effective on September 28,
34 2016.

EXHIBIT "A"

Proposed Amendments to the Waukesha County Shoreland and Floodland Subdivision Control Ordinance

- Repeal and re-create Section 7.5(A) to read as follows:

The lengths, widths, and shapes of blocks shall be determined by provisions for building sites suitable to meet the needs of the type of use contemplated; lot size and dimension requirements of this section and Table 1; needs for convenient access; circulation, control and safety of street traffic; and limitation and opportunities of topography. Block lengths shall normally not exceed two thousand (2,000) feet, or be less than six hundred (600) feet in length.

- Create Section 7.5(E) to read as follows:

Lot area and width shall comply with the standards set forth in Table 1 of this Ordinance. Said standards are also cross-referenced in the Waukesha County Shoreland and Floodland Protection Ordinance.

- Create Table 1 as follows:

Minimum Lot Area and Width Requirements

	Minimum Lot Size	Minimum Lot Width
A-B Agricultural Business District	Five (5) acres, unless the Town Plan Commission determines that an existing use on a smaller parcel is appropriate and consistent with Section 13(a) of the County Shoreland & Floodland Protection Ordinance.	Three hundred (300) feet.
A-1 Agricultural District	Three (3) acres.	Two hundred (200) feet.
A-2 Rural Home District	Three (3) acres.	Two hundred (200) feet.
A-3 Suburban Estate District	Two (2) acres.	One hundred seventy-five (175) feet.
A-4 Country Estate District	One and one-half (1 1/2) acres.	Two hundred (200) feet.
A-5 Mini-Farm District	Five (5) acres.	Three hundred (300) feet.
AD-10 Agricultural Density-10 District	One acre.	One hundred fifty (150) feet.
A-T Agricultural Transition District	Twenty (20) acres.	Three hundred (300) feet.
B-1 Restricted Business District*	Thirty thousand (30,000) square feet.	One hundred twenty (120) feet.
B-2 Local Business District*	Thirty thousand (30,000) square feet.	One hundred twenty (120) feet.
B-3 General Business District*	Thirty thousand (30,000) square feet.	One hundred twenty (120) feet.

B-4 Community Business District	Sewered: Twenty thousand (20,000) square feet. Unsewered: Total site may not be less than ten (10) acres with outlots being created by a PUD.	One hundred twenty (120) feet (sewered) and two hundred forty (240) feet (unsewered).
B-P Mixed Use Business Park District	<u>Sewered</u> : Twenty thousand (20,000) square feet. <u>Unsewered</u> : Forty thousand (40,000) square feet.	One hundred twenty (120) feet (sewered) and two hundred forty (240) feet (unsewered).
C-1 Conservancy District and C-1 Conservancy Overlay District	There are no specific minimum lot area or width requirements although conservat zoned lands that lie within a larger parcel or tract of land, the remainder of which zoned in any other district, shall have a minimum area requirement of that non-conservancy district, as specified in this table.	
EC Environmental Corridor District and E-C Environmental Corridor Overlay District	Two acres. Density parameters also apply pursuant to the Waukesha County Shoreland & Floodland Protection Ordinance.	None
EFD Existing Floodplain Development Overlay District	The lot area requirements of the base underlying zoning district shall apply. If no underlying use district has been established, the lot size provisions of the R-3 District shall apply.	The lot width requirements of the underlying zoning district shall apply. If no underlying use district has been established, the lot width provisions of the R-3 District shall apply.
FLC Farmland Conservancy District	Thirty-five (35) acres for agricultural parcels. New residences require rezoning to R-1 District and compliance with maximum parcel size standards of the Waukesha County Shoreland and Floodland Protection Ordinance.	None
FLP Farmland Preservation District	Thirty-five (35) acres for agricultural parcels. New residences require rezoning to R-1 District and compliance with maximum parcel size standards of the Waukesha County Shoreland and Floodland Protection Ordinance.	None
HG High Groundwater District	Five (5) acres, except that for HG lands that lie within a larger parcel or tract of land, the remainder of which is zoned in any other district, said parcel shall comply with the minimum (gross) parcel size requirement of that non HG district.	None
M-1 Limited Industrial District	One (1) acre.	One hundred fifty (150) feet.
M-2 General Industrial District	One (1) acre.	One hundred fifty (150) feet.
Q-1 Quarrying District	Three (3) acres.	Two hundred (200) feet.

R-1 Residential District*	One (1) acre. Note: Maximum parcel size requirements of the Waukesha County Shoreland & Floodland Protection Ordinance apply to lands rezoned R-1 from FLP or FLC Districts.	One hundred fifty (150) feet.
R-2 Residential District*	Thirty thousand (30,000) square feet.	One hundred twenty (120) feet.
R-3 Residential District*	Twenty thousand (20,000) square feet.	One hundred twenty (120) feet.
RRD-5 Rural Residential Density District	One (1) acre.	One hundred and fifty (150) feet.
*Thirty percent (30%) reduction in lot area and width requirements available if property is served by public sewer.		
Lot size and lot width requirements may be reduced pursuant to Conditional Use or other provisions of the Waukesha County Shoreland and Floodland Protection Ordinance.		

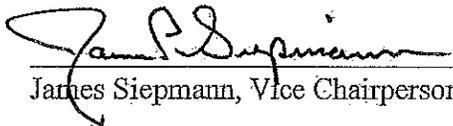
COMMISSION ACTION

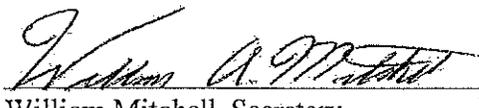
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Waukesha County Shoreland and Floodland Subdivision Control Ordinance, hereby recommends **approval** of **(SZ-1459N Waukesha County Park and Planning Commission - Text Amendments)** in accordance with the attached "Staff Report and Recommendation."

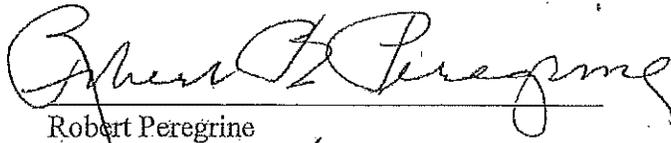
PARK AND PLANNING COMMISSION

August 18, 2016


Richard Morris, Chairperson

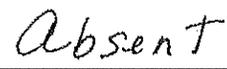

James Siepmann, Vice Chairperson


William Mitchell, Secretary


Robert Peregrine


Gary Goodchild


William Maslowski


Keith Hammitt

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE
STAFF REPORT AND RECOMMENDATION
TEXT AMENDMENTS TO THE
WAUKESHA COUNTY SHORELAND AND FLOODLAND
SUBDIVISION CONTROL ORDINANCE

FILE NO.: SZ-1459N
DATE: August 18, 2016
PETITIONER: Waukesha County Park and Planning Commission

REQUEST:

Text amendments are proposed to the Waukesha County Shoreland and Floodland Subdivision Control Ordinance to incorporate minimum lot size and width requirements which are currently specified in the Waukesha County Shoreland and Floodland Protection Ordinance (SFPO).

PUBLIC HEARING DATE:

July 12, 2016.

PUBLIC COMMENT:

One individual stated that he did not fully understand the proposed amendment. The Planning and Zoning Staff clarified that recent law changes necessitated the insertion of minimum lot size and area requirements into the County subdivision control ordinance to ensure that the density constraints of the County Development Plan can be implemented. Staff clarified that the amendment is limited to adding a single table to the ordinance that specifies lot size requirements. The lot size information will be cross referenced within the SFPO.

COMPLIANCE WITH THE COMPREHENSIVE DEVELOPMENT PLAN FOR WAUKESHA COUNTY:

The County Development Plan calls for different densities and patterns of development to allow for a wide range of land uses and development patterns in appropriate settings. The proposal is to maintain the existing lot size requirements of the SFPO by introducing a table into the subdivision control ordinance which ensures that the County Development Plan can be successfully implemented as new development and land divisions are proposed.

STAFF ANALYSIS:

Recent law changes prompt the need to incorporate minimum lot size and width standards that have long been part of the SFPO into the Shoreland and Floodland Subdivision Control Ordinance. The proposal is to list zoning district lot area and width requirements in a table format within the subject ordinance. A cross reference to these area and width requirements is proposed to remain as part of the pending related SFPO update. A copy of the proposed text amendments is attached as Exhibit "A." A copy of the attached proposed text amendments (shown in final format with all changes accepted) and a "track changes" version (deletions in strike-through and text additions in colored font) are available for viewing on the Planning and Zoning Division webpage at www.waukeshacounty.gov/planningandzoning - click "2016 Shoreland and Floodland Subdivision Control Ordinance Amendments."

STAFF RECOMMENDATION:

It is the opinion of the Planning and Zoning Division Staff that this request be approved. The introduction of a table containing lot area and width standards is a minor change to the ordinance that ensures that density standards of the County Development Plan can be implemented.

Respectfully submitted,

Jason Fruth

Jason Fruth,
Planning and Zoning Manager

Exhibit "A"

N:\PRKANDLU\Planning And Zoning\Rezoning\Staff Reports\1459N SFSCO Text Amendment.Doc

**Proposed amendments to the
Waukesha County Shoreland and Floodland Subdivision Control Ordinance**

- Repeal and re-create Section 7.5(A) to read as follows:

The lengths, widths, and shapes of blocks shall be determined by provisions for building sites suitable to meet the needs of the type of use contemplated; lot size and dimension requirements of this section and Table 1; needs for convenient access; circulation, control and safety of street traffic; and limitation and opportunities of topography. Block lengths shall normally not exceed two thousand (2,000) feet, or be less than six hundred (600) feet in length.

- Create Section 7.5(B) to read as follows:

Lot area and width shall comply with the standards set forth in Table 1 of this Ordinance. Said standards are also cross-referenced in the Waukesha County Shoreland and Floodland Protection Ordinance.

- Create Table 1 as follows:

Minimum Lot Area and Width Requirements

	Minimum Lot Size	Minimum Lot Width
A-B Agricultural Business District	Five (5) acres, unless the Town Plan Commission determines that an existing use on a smaller parcel is appropriate and consistent with Section 13(a) of the County Shoreland & Floodland Protection Ordinance.	Three hundred (300) feet.
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RRD-5 Rural Residential Density District	One (1) acre.	One hundred and fifty (150) feet.
*Thirty percent (30%) reduction in lot area and width requirements available if property is served by public sewer.		
Lot size and lot width requirements may be reduced pursuant to Conditional Use or other provisions of the Waukesha County Shoreland and Floodland Protection Ordinance.		

1 AMEND THE TEXT OF THE WAUKESHA COUNTY ZONING CODE TO MODERNIZE
2 AND UPDATE VARIOUS ZONING PROVISIONS TO PROVIDE CONSISTENCY WITH
3 THE CONCURRENTLY PROPOSED WAUKESHA COUNTY SHORELAND AND
4 FLOODLAND PROTECTION ORDINANCE TEXT AMENDMENTS (CZ-14590)
5
6

7 WHEREAS, the Waukesha County Board of Supervisors enacted the Waukesha County Zoning
8 Code on October 27, 1959, and
9

10 WHEREAS, the Waukesha County Board of Supervisors may make amendments to such
11 Ordinance pursuant to Section 59.69, Wisconsin Statutes, and
12

13 WHEREAS, Waukesha County is required by Chapter NR115 of the Wisconsin Administrative
14 Code to update the Waukesha County Shoreland and Floodland Protection Ordinance by October
15 1, 2016 to comply with revised shoreland zoning rules and laws, and
16

17 WHEREAS, the Waukesha County Shoreland Zoning Advisory Committee guided the
18 preparation of ordinance amendments to the Waukesha County Shoreland and Floodland
19 Protection Ordinance and said amendments are concurrently pending final approval, and
20

21 WHEREAS, the Waukesha County Shoreland Zoning Advisory Committee recommended that
22 substantially parallel amendments to the general provisions of the Waukesha County Zoning
23 Code be prepared to ensure consistency between the Waukesha County Shoreland and Floodland
24 Protection Ordinance and the Waukesha County Zoning Code, and
25

26 WHEREAS, the proposed amendments have been the subject of a public hearing held on August
27 18, 2016, following the notice and procedures of Section 59.69 Wisconsin Stats., and
28

29 WHEREAS, the matter was referred to and considered by the Waukesha County Park and
30 Planning Commission, which recommended approval and reported that recommendation to the
31 Land Use, Parks and Environment Committee and the Waukesha County Board of Supervisors,
32 as required by Section 59.69 Wis. Stats.
33

34 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
35 that the Waukesha County Zoning Code is hereby amended to adopt proposed text amendments.
36 The amendments are available for viewing on the Waukesha County website at
37 www.waukeshacounty.gov/planningandzoning and are on file in the office of the Waukesha
38 County Department of Parks and Land Use and are more specifically described in the "Staff
39 Report and Recommendation" by reference CZ-14590, also on file in the office of the Waukesha
40 County Department of Parks and Land Use, and made a part of this Ordinance.
41

42 BE IT FURTHER ORDAINED that this Ordinance shall become effective on September 28,
43 2016.
44

45 BE IT FURTHER ORDAINED that the Waukesha County Clerk shall file a certified copy of
46 this Ordinance with the Town Clerks of Oconomowoc, Ottawa and Vernon.

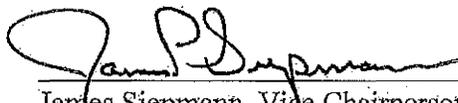
COMMISSION ACTION

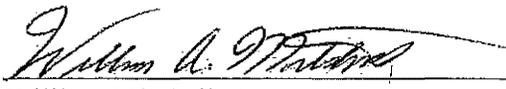
The Waukesha County Park and Planning Commission after giving consideration to the subject matter of the Ordinance to amend the Waukesha County Zoning Code, hereby recommends approval of **CZ-14590 (Waukesha County Park and Planning Commission - Text Amendments)** in accordance with the attached "Staff Report and Recommendation".

PARK AND PLANNING COMMISSION

August 18, 2016

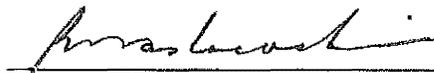

Richard Morris, Chairperson


James Siepmann, Vice Chairperson


William Mitchell, Secretary


Robert Peregrine


Gary Goodchild


William Maslowski


Keith Hammitt

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE
STAFF REPORT AND RECOMMENDATION
TEXT AMENDMENTS TO THE
WAUKESHA COUNTY ZONING CODE

FILE NO.: CZ-14590
DATE: August 18, 2016
PETITIONER: Waukesha County Park and Planning Commission

REQUEST:

Text amendments are proposed to the Waukesha County Zoning Code to modernize various zoning provisions and provide consistency with the concurrently pending proposed amendments to the County Shoreland and Floodland Protection Ordinance (SFPO).

PUBLIC HEARING DATE:

August 18, 2016.

PUBLIC COMMENT:

Any comments offered at the August 18, 2016 public hearing will be summarized in this section prior to the ordinance being advanced to the County Board.

COMPLIANCE WITH THE COMPREHENSIVE DEVELOPMENT PLAN FOR WAUKESHA COUNTY:

The proposal to modernize and update various sections of the Zoning Code to achieve consistency with new proposed shoreland zoning provisions of the SFPO furthers the objectives of the County Development Plan by making reasonable use of property more attainable for all properties, including the smallest, most non-conforming properties.

STAFF ANALYSIS:

Recent shoreland zoning law changes prompted the need to significantly update the SFPO which applies within unincorporated shorelands and floodlands within the County. The Zoning Code applies to the areas outside of shorelands and floodlands within the Towns of Oconomowoc, Ottawa and Vernon. The SFPO and Zoning Code have generally mirrored one another over time. Most of the fundamental zoning provisions (setbacks, offsets, building area limits, building height, etc.) of the SFPO and Zoning Code have been, and are proposed to be, consistent to ensure a seamless zoning scheme, regardless of whether a property is subject to shoreland jurisdiction or the Zoning Code. The proposed amendments bring forward many of the same modernized zoning provisions that are concurrently being incorporated into the SFPO as part of the shoreland zoning update. Because the Zoning Code contains no shoreland or floodplain provisions, there is no need for sections regarding impervious surface, mitigation, shore setback, boathouses, etc.

The proposed text amendments are available for viewing on the Planning and Zoning Division webpage at www.waukeshacounty.gov/planningandzoning - click "2016 Zoning Code Amendments". The amendments are available in both "track changes" format (deletions in strike-through and text additions in colored font) and in a final format with all changes accepted. An explanation of each change with substance can be found in the right margin of the "track changes" version.

The following is a brief summary of proposed changes of significance, with most changes being identical to those proposed for the SFPO. A more detailed summary of changes is attached as Exhibit "A". References to page numbers refer to the "track changes" version.

- Replace floor area ratio and open space standards with building footprint standards, which will allow significantly more living and building space on most lots and provide reasonable use for properties of all sizes.
- Amend accessory building area provisions to significantly increase the amount of accessory building square footage available to smaller lots. Propose accessory building footprint limits on larger lots that are in line with Town ordinances.
- Introduce tiered relief scheme for improvement of structures legal non-conforming to various zoning requirements (i.e. road setback, offset, wetland setback), whereas variances would currently be required for most such improvements.
- Revise required side/rear offsets to simplify available offsets via specified lot width ranges.
- Allow for road setback to be reduced from 50' to 35' for new subdivisions abutting local roads to reduce driveway expense for property owners and building while reducing overall impervious surface.
- Revise maximum building height provisions to 44' or 35' on lots less than 65'.
- Standardize minimum building area requirements across all zoning districts to match the R-3 District (1,100 s.f. minimum).
- Reduce minimum dwelling unit sizes for multi-family units to match market trends and further the recommendations of the Regional Housing Plan.
- Modify AD-10 and RRD-5 rural density districts to remove prime agricultural soils provisions while preserving districts as flexible large lot and/or residential cluster districts.
- Replace existing substandard lot language that prohibits the sale of adjacent substandard lots of record with language that is consistent with the shoreland ordinance based on new State rules. The State rules only allow the development of lots that are substandard to NR 115 lot size limits if the adjacent substandard lots have never been formally combined or if a building has never been built across a lot line.
- Clarify that a lot located on the opposite side of the road from another parcel may be allowed an accessory building without a principal building being present so long as a principal building exists on the opposite lot and a Certified Survey Map (CSM) ties the lots together. In such cases, building footprint standards will be applied to each individual lot, not the combined acreage.

STAFF RECOMMENDATION:

It is the opinion of the Planning and Zoning Division Staff that this request be approved. The proposed amendments will ensure consistency with the proposed amendments to the SFPO. The amendments simplify a number of provisions of the ordinance and will make more improvements to non-conforming structures permitted by right which will alleviate the need for variances for many improvement projects while still upholding the purpose and intent of the code.

Similar to the amendments proposed to the SFPO, the proposed amendments are also intended to simplify various zoning provisions resulting in time and cost savings for property owners, the development community and Staff.

Respectfully submitted,

Jason Fruth

Jason Fruth
Planning and Zoning Manager

Attachment: Exhibit "A"

Accessory Building Without a Principal Structure (Section 3.04, pg. 25)

Allow an accessory building to remain or be constructed without a principal structure being present for a maximum of 2 years, provided that a deed restriction and financial guarantee is submitted for the cost of accessory building removal to ensure compliance.

AD-10 & RRD-5 District Revisions (Section 6.5, pgs. 110-118, and Section 8b, pgs. 135-143, respectively)

Remove prime agricultural soils preservation requirements from the AD-10 and RRD-5 zoning districts but continue to allow for either rural development patterns or clustered developments at 10-acre and 5-acre densities, respectively.

AO- Existing Agricultural Overlay District

Delete district and all references to the district throughout the ordinance as it is not mapped in any of the three subject towns.

Applicant (Section 2.02(17), pgs. 5 and 6)

Expand definition to allow utility companies to apply for permits when they demonstrate that they hold valid easements or have established prescriptive rights.

B-3 District Revision (Section 15.01(B), pg. 158)

Add the lease of buildings designed for self-contained storage units as a permitted use. The use is currently not identified as permitted in any district.

Breezeway (Section 3.04(1), pg. 25)

In order for a breezeway to be considered an attachment between structures, which allows for the ability to average with similar type structures, the following criteria must be met:

- Enclosed on all sides.
- Minimum 8 ft. in width.
- Maximum 20 ft. in length.

Conditional Use Modifications (Section 3.08(7)(N) and (P), pgs. 41-44)

- Simplify regulations in the multi-family and Planned Unit Development (PUD) CU sections, including the consolidation of multiple tiers of density relief for ease of regulation.
- Add wetland setback and minimum floor area as lists of regulations that can be flexed via a PUD. Wetland setback can only be flexed if mitigation is provided to offset the impacts of the reduced setback.

Definitions (Section 2.02, starting on pg. 3)

Add or modify the following definitions for consistency with the SFPO or to define new terms: building footprint; breezeway; dwelling, single-family; floor area; impervious surface; lot; lot area; lot width; maintenance; navigable waters/waterway; patio; road, local; setback, wetland; story; structure; sustained yield forestry or silviculture and wetlands.

Drainage Provisions (Section 3.05(2) and (4), pgs. 29-31)

- Add site protection standards for land altering activities and require compliance with the Waukesha County Stormwater Management Ordinance and Uniform Dwelling Code, if applicable.
- Require a 35 ft. setback from a non-navigable drainage channel or water course, rather than a 75 ft. setback.

General Application Provisions (Section 3.03, pgs. 22 and 23)

- Add standards that allow two or more kitchens in a single-family dwelling, provided a deed restriction is recorded stating that a multi-family use is not permitted.
- Provide accommodations for persons with disabilities in accordance with federal and state law.

Groundwater Separation (Section 3.05(1), pgs. 28 and 29)

Clarify and cross-reference groundwater separation requirements of the Waukesha County Stormwater Ordinance (requires 1 ft. separation between the seasonal high groundwater elevation and basement floor).

Lot Area Regulations (Section 3.11(2)(F), pgs. 73 and 74)

- If a single legal lot of record exists and is split by a road, allow the acreage from both sides of the road to be used for calculating compliance with area regulations.
- If a property owner owns multiple lots of record that are located on opposite sides of the same road, the lots shall be considered separate lots and area regulations shall be administered based upon each individual lot- not the combined acreage of the lots.
- If a property owner owns multiple lots of record that are located on opposite sides of the same road, with the lots being directly opposite one another for at least one-half of road frontage of one of the lots, an accessory structure can be constructed without benefit of a principal residence being present on the same parcel subject to the following requirements:
 - A principal residence must be present on the opposite-side parcel.
 - A CSM that encompasses both parcels shall be recorded. The CSM shall state that the lots may not be sold separately unless the accessory building is removed in the future.
 - Maximum accessory building footprint calculations shall be solely based upon the acreage of the parcel upon which it will be built.

Maximum Accessory Building Footprint and # of Buildings (Section 3.11(4), pgs. 75 and 76)

- Replace 3% accessory building footprint with the maximum footprint provided in the following table (exceptions apply for farm consolidation parcels in farmland preservation areas) to provide for reasonably sized accessory structures on small lots and limit the size of accessory structures on large lots similar to town provisions:

Lot Area	Maximum Footprint
<14,000 sq. ft.	600 sq. ft.
14,000 sq. ft. or greater	750 sq. ft. or 2% of lot area, whichever is greater

- Clarify language regarding # of accessory structures and when Plan Commission approval is required.

Maximum Building Footprint (Section 3.11(5)(B), pg. 77)

Replace the existing floor area ratio and open space provisions with maximum building footprint, which will allow significantly more living and building space on most lots and provide reasonable use for properties of all sizes.

- Provide a maximum building footprint of 17.5% or 1,100 sq. ft., whichever is greater, for all residential districts.
- Convert existing FAR % limits to footprint % for all other zoning districts (i.e. A-2 District 10% FAR becomes 10% footprint).

Maximum Height-Principal Structures (Section 3.10(1), pgs. 70 and 71)

Modify height for consistency with the proposed shoreland ordinance.

- 35' measured from the lowest exposure to highest peak on lots less than 65 ft. in width or if no roof pitch is proposed.
- 44' measured from the lowest exposure to highest peak / 32' measured from the lowest exposure to eave on lots at least 65 ft. in width.

Maximum Height-Accessory Structures (Section 3.10(2), pg. 71)

Replace 15' max. with 18' max. in applicable districts, measured from the lowest exposure to highest peak, in order to provide consistency across all districts.

Height Increase Option: (Section 3.10(3), pg. 71)

Limit the height increase option to rural residential/agricultural districts in order to prevent overly tall structures in residential neighborhoods.

Minimum Building Footprint (Section 3.11(5)(A), pg. 77)

Provide provisions that allow Zoning Administrator to administratively approve a building footprint not to exceed 1,100 square feet when application of required offsets and setbacks does not provide an 1,100 s.f. footprint. The Zoning Administrator shall only administratively reduce road setback, floodplain setback and wetland setback in providing such an envelope.

Minimum Floor Area (Section 3.11(1), pgs. 71 and 72)

- *Standardize minimum floor area requirements across all zoning districts to match the existing R-3 District requirements:*
 - Minimum 1st floor area= 850 square feet
 - Total floor area= 1,100 square feet
- *Reduce minimum multi-family dwelling unit size requirements to match market trends and further the recommendations of the Regional Housing Plan:*
 - 1 BR unit = 600 square feet
 - 2BR unit = 700 square feet
 - 3BR unit = 800 square feet
 - Additional 100 square feet for each additional bedroom
 - 2-family dwellings, 850 square feet per unit (1,700 square feet total)

Nonconforming Structures (Section 3.17, pgs. 80-85)

Provide additional flexibility with a tiered relief scheme for nonconforming structures depending on the severity of nonconformity. The scheme applies to structures nonconforming to wetland, road setback, offset, building footprint and height. Currently, variances are required for most improvements to nonconforming structures.

Offset (Section 3.09(3), pgs. 68 and 69)

- Include all structures, not just buildings, as being subject to the offset provisions.
- Reduce deck/patio side offset requirements to 50% of distance of specified offset, but no closer than 5 ft. Stairs and walkways may be permitted 5 ft. from a lot line.

Offset Reduction Section 3.09(3), pg. 68)

Provide the following offset reductions for substandard lots (lots less than 120' wide (unsewered), or 84' (sewered) based on specific lot width ranges as a simplification of the existing calculation formula:

Lot Width (ft.)	Required Offset (ft.)
35 ft. or less	5'
> 35 ft. – 50 ft.	7'
>50 ft. to < 84 ft.	10'
84 ft. to < 120 ft.	14'

*Within agricultural, commercial, or industrial districts, if lot does not comply with the district lot width standards, the offset requirements specified in the above table apply, unless the district offset is less restrictive.

Road Setback (Section 3.09(1), pgs. 61-64)

- Amend the setback requirement of 50 ft. (unsewered)/35 ft. (sewered) to 50 ft. or 35 ft. if the setback is measured from a local road and served by sewer or platted as part of a subdivision after Oct. 1, 2016 in order to reduce the required length of driveways and impervious surfaces.
- Amend the averaging provisions so that the existing structures used in the calculation must be on adjacent lots within 250 ft. instead of 200 ft. (same as shore) and are located on the same side of the road as the proposed structure.

Substandard Lots (Section 3.11(3), pgs. 74 and 75)

- Remove existing code provision that prohibits sale of adjacent substandard parcels of record that are owned in common.
- Insert requirements that prohibit adjacent lots substandard to NR 115 lot size rules from being used as separate building sites if one or more buildings has ever extended across parcel lines. In addition, such a substandard lot cannot be built upon if the lot was ever formally combined by deed with a single legal description, subdivision plat, certified survey map or plat of survey (with preparation of new deed).

NR115 required minimum lot size and width:

- 20,000 sq. ft. lot size and 100 ft. width, unsewered.
- 10,000 sq. ft. lot size and 65 ft. width, sewered.

Wetland and Floodplain Setback (Section 3.09(2), pgs. 64-68)

- Per State law, all floodplain setback provisions have been removed from the code.
- Remove the existing setback relief from wetlands when a 3 ft. vertical separation exists and instead allow relief via amended nonconforming structure provisions because wetland boundaries are not determined based on elevations.
- Provide for maximum 200 sq. ft. sheds to be located a minimum of 35' from wetlands provided no other conforming location exists and there are no other accessory structures present.
- Existing setback averaging remains in place.

All references to “shore setback” and “boathouses” have been removed since the terms and related provisions do not apply within the jurisdictional limits of the Zoning Code.

References to sewer reductions were also removed from the general provisions and instead sewer reductions are specifically identified in each applicable district in order to be more user friendly.

1 MODIFY THE 2016 VEHICLE AND EQUIPMENT REPLACEMENT BUDGET
2
3

4 WHEREAS, the Vehicle and Equipment Replacement budget of the Department of Public
5 Works provides for the replacement of all justified vehicles and equipment in the County, and
6

7 WHEREAS, this budget is set up as an internal service fund to account for the expenses and
8 revenues associated with the acquisition and disposal of said vehicles and equipment, and
9

10 WHEREAS, internal service funds are not directly supported by tax levy and this budget allows
11 for the funding of replacements through contributions to the Replacement Fund by user
12 departments, some of which budget tax levy, and
13

14 WHEREAS, each user department pays into the fund throughout the useful life of the vehicle
15 and ultimately pays into the fund the full cost of the original acquisition price of each unit, and
16

17 WHEREAS, the Department of Public Works patrol trucks, which are part of the fund, require
18 many months of lead time to prepare specifications and require working with several vendors to
19 construct each vehicle, and
20

21 WHEREAS, because the 2015 Patrol Trucks builds were not completed until June of 2016, the
22 2015 purchase order was not finalized before the end of fiscal year 2015 resulting in 2015
23 expenses being charged to the 2016 budget, and
24

25 WHEREAS, the 2015 Vehicle and Equipment Replacement budget had sufficient expenditure
26 authority to pay for these items, but there is not sufficient budget authority in 2016 to pay for
27 about \$27,000 of these 2015 items, and
28

29 WHEREAS, the 2015 budget authority associated with this purchase order would have been
30 automatically carried over into 2016 (per County Code section 7-93) had the cost information
31 been more timely, and this ordinance is instead needed to authorize these 2015-related vehicle
32 expenditures.
33

34 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
35 that the 2016 Department of Public Works, Vehicle and Equipment Replacement budget be
36 modified by increasing Fund Balance revenues by \$27,000 and by increasing Fixed Assets by
37 \$27,000 to provide for the purchase of the 2015 Patrol Truck equipment.

FISCAL NOTE

MODIFY THE 2016 VEHICLE AND EQUIPMENT REPLACEMENT BUDGET

This ordinance would modify the 2016 Vehicle and Equipment Replacement Budget to increase the fixed assets (memo) by \$27,000 to cover costs related to 2015 patrol truck purchases. Components of the patrol trucks are built in multiple stages by multiple vendors. Purchase orders are normally updated as the truck specifications are determined. When the patrol trucks are not completed by year-end, the balance of the purchase order (and related budget authority) is automatically carried over into the next fiscal year (as allowed under County Code Section 7-93). However, in 2015, patrol truck development occurred later than normal and the purchase order that was carried over into 2016 did not yet reflect final cost estimates. As a result, insufficient budget authority was carried over into 2016. This ordinance corrects for that by authorizing the additional vehicle purchase expenses.

This ordinance funds these vehicle expenses by appropriating \$27,000 of Vehicle and Equipment Replacement Fund Balance, which is comprised of prior-year revenues paid into this fund for the same purpose.

This ordinance results in no additional direct tax levy impact.



Linda G. Witkowski

Budget Manager

9/6/2016

JE# 2016-00007835



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: September 7, 2016
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Appointment of County Board Supervisor to the Community Development Block Grant Board

I am pleased to submit to the County Board for your consideration, the appointment of Waukesha County Board Supervisor, Chuck Wood to the Community Development Block Grant Board. His appointment will fulfill the term initiated by previous County Board Supervisor Gilbert Yerke in 2015. Supervisor Wood's term will expire May 1, 2017.

Thank you

PF:kb

cc: Kathleen O. Novack
Kristin Silva



WAUKESHA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

MEMO:

DATE: September 7, 2016
TO: Chairman Paul Decker
FROM: Paul Farrow
RE: Appointment of County Board Supervisor to the Health and Human Services
Advisory Board

I am pleased to submit to the County Board for your consideration, the appointment of Waukesha County Board Supervisor Robert Kolb to the Health and Human Services Advisory Board. He will be fulfilling the empty County Board Supervisor position left by former Supervisor Janel Brandtjen. His term will expire in April of 2019

Thank you

PF:kb

cc: Kathleen O. Novack
Antwayne Robertson

1 APPROVE NEW FIXED BASE OPERATOR AGREEMENT WITH WAUKESHA
2 FLYING SERVICES, INC., D/B/A ATLANTIC AVIATION
3
4

5 WHEREAS, Waukesha Flying Services, Inc., d/b/a Atlantic Aviation (Atlantic Aviation) is the
6 current Fixed Base Operator (FBO) at Waukesha County Airport and has requested a new 22-
7 year FBO Lease and Operating Agreement ahead of the 2018 expiration of their current
8 agreement, and
9

10 WHEREAS, Waukesha County Board Resolution 170-2 authorized a team of County staff to
11 depart from Request for Proposal (RFP) procedures and enter into negotiations with Atlantic
12 Aviation for a new FBO agreement, and
13

14 WHEREAS, Atlantic Aviation plans to invest \$6 million in a new 20,000 to 30,000 square foot
15 corporate aircraft hangar and to expand their current corporate hangar, and
16

17 WHEREAS, Atlantic Aviation plans to invest between \$750,000 and \$1 million renovating the
18 airport terminal building interior for better functionality and a more modern, corporate finish,
19 avoiding a \$230,000 expenditure of Airport Fund Balance in the Airport Facility Upgrade capital
20 project, and
21

22 WHEREAS, in addition to the existing \$387,000 in annual revenue received from the FBO under
23 the current contract, the fiscal impact of the agreement raises an estimated \$134,000 in new
24 annual airport revenue through new land leases, increased share of T-Hangar revenue, and
25 estimated fuel flowage fee revenue, for total estimated annual contract revenue of \$521,000, and
26

27 WHEREAS, this additional revenue will assist in potentially eliminating airport tax levy by
28 2021, and
29

30 WHEREAS, Atlantic Aviation is a well-established and nationally recognized FBO whose
31 marketing efforts and service agreements provide added benefit to the airport through additional
32 transient and based corporate aircraft customers, and
33

34 WHEREAS, a public RFP process would likely yield a less certain and substantially less positive
35 result for taxpayers of Waukesha County.
36

37 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
38 that the FBO Lease and Operating Agreement between Waukesha County and Waukesha Flying
39 Services, Inc., d/b/a Atlantic Aviation is approved and authorizes the Director of Public Works
40 or his or her designee to execute the agreement.

**FBO LEASE AND OPERATING AGREEMENT BETWEEN
WAUKESHA COUNTY AND ATLANTIC AVIATION**

THIS FBO LEASE AND OPERATING AGREEMENT (“Agreement”) is made and entered into as of the 1st day of October, 2016, by and between Waukesha County, a municipal corporation (the “County”) and Waukesha Flying Services, Inc., a domestic corporation and a fixed base operator (FBO) doing business as Atlantic Aviation (“Lessee”).

PRELIMINARY RECITALS

WHEREAS, the County is the owner and operator of the Waukesha County Airport/Crites Field, an airport located in Waukesha County, Wisconsin (the “Airport”);

WHEREAS, Lessee is engaged in the business of a Fixed Base Operator, and currently serves as the Airport’s FBO pursuant to that certain FBO Lease and Operating Agreement dated on or about November 1, 1998 as amended (the “Prior Agreement”);

WHEREAS, Lessee desires to extend its right to operate at the Airport as FBO and to use certain of the County’s Airport facilities beyond the term of the Prior Agreement;

WHEREAS, the County desires to continue Fixed Base Operator services at the Airport and to grant Lessee the continued right to use certain Airport facilities.

WHEREAS, the County deems it advantageous to the operation of its Airport to grant Lessee the rights and privileges in this Agreement; and

WHEREAS, the term of the Prior Agreement continues through October 31, 2018, however, Lessee desires to enter into a new long term lease and operating agreement at this time and the County is willing to enter into such new agreement, and each agree the Prior Agreement shall be terminated and replaced with this Agreement upon execution hereof, except for any outstanding payment obligations of the Lessee for amounts due the County for rent or other charges under the Prior Agreement or other obligations which survive the termination of the Prior Agreement, which shall remain in full force and effect until satisfied.

NOW, THEREFORE, in consideration of the mutual promises of the County and the Lessee as set forth below, the County and the Lessee agree as follows:

**ARTICLE 1
TERM**

This Agreement shall commence on October 1, 2016 and shall continue through September 30, 2038, unless sooner terminated as permitted by this Agreement.

**ARTICLE 2
INSPECTION**

Prior to executing this Agreement, the Lessee has physically viewed and inspected the Airport and all land, buildings and facilities which it will lease, occupy, manage and/or use, and

has determined that the Airport and all those lands, buildings and facilities are in good order and repair and suitable and adequate for all activities contemplated by this Agreement.

ARTICLE 3 LEASED PREMISES

The County leases to Lessee the following described portions of the Airport, hereinafter referred to collectively as the "Leased Premises," as designated on Exhibit 1 and 2, which are attached to and made a part of this Agreement:

1. The Executive Terminal Building (2525 Aviation Drive), consisting of:
 - A. Four Thousand Nine Hundred Sixty-Three (4,963) square feet, more or less, of exclusive use space;
 - B. Five Hundred Ten (510) square feet, more or less, of common use garage area;
 - C. Three Thousand Five Hundred (3,500) square feet, more or less, of common use lobby area; and
 - D. Non-exclusive use of the terminal building parking lot.
2. The Gold Hangar (505 Bluemound Road):
Fifteen Thousand Three Hundred Sixty (15,360) square feet, more or less, of exclusive use space.
3. The Aircraft Maintenance Building (503 Bluemound Road):
Twelve Thousand Fifteen (12,015) square feet, more or less, of exclusive use space.
4. The Airport Fuel Farm (no address):
Twenty-Eight Thousand Seven Hundred Fifty (28,750) square feet, more or less, of exclusive use space. Thirty (30) days following written notice from the County to the Lessee, the 28,750 square feet of exclusive use space leased hereunder shall be reduced by an amount of space sufficient to allow the siting of an aboveground fuel tank of no more than 12,000 gallon capacity and its saddle, piping, filtration, spill containment, electrical supply and other necessary associated equipment. The specific area that will be withdrawn from the space leased to Lessee shall not be any part of the area that is used for the location of currently existing fuel tanks or fuel tank saddles. The County will not issue such written notice except as may be required to comply with paragraph 4 of the Stipulation and Order for Dismissal set forth in Cedarhurst Air Charter, Inc. v. Waukesha County, E.D. Wis. Case No. 99-C-1199.
5. The West Tie-Down Area of Executive Terminal Building Aircraft Parking Ramp:
Forty-Eight Thousand Six Hundred Fifty-Nine (48,659) square feet, more or less, of exclusive use space. The County has the unilateral right to adjust the leased square footage in the West tie-down area at any time.
6. The Executive Terminal Ramp:

One Hundred Sixty-Five Thousand (165,000) square feet, more or less, of preferential use ramp space. The County has the unilateral right to remove Executive Terminal ramp space at any time in accordance with Article 15A. For the purposes of this Agreement, "preferential use" means the space is generally open to public for parking and operations, however, only Lessee shall have the right to provide aeronautical services in this area.

7. An area of fifteen (15) feet around the footprint of each building, facility and area identified in this Article.

The Lessee shall be entitled to sublet space in the Gold Hangar (505), but only for aircraft storage or to an approved Aeronautical Service Provider authorized by the Airport Operations Commission to provide services from that location pursuant to an operating agreement with Waukesha County, and provided further that a written sublease that is subject to termination at any time that this Agreement is terminated has been approved by the Airport Operations Commission.

Except as otherwise specifically provided, Lessee shall, at its own expense, maintain and keep in good order and repair all buildings, fixtures, areas and equipment leased exclusively to it in this Article, including, but not limited to, hangar doors, door rollers, steel trusses, motors, pumps, other mechanical equipment, doors, and heating, ventilating, and air conditioning (HVAC) equipment in accordance with instructions provided by the manufacturers thereof. Lessee shall supply and replace lights, both incandescent and fluorescent, including starters and ballasts throughout the Leased Premises. Lessee shall also be responsible for, at its own expense, landscaping, mowing, and weed control in the confines of the Leased Premises. Lessee shall also be responsible for snow removal and control within three feet of the Airport Maintenance Building and the Gold Hangar, all vehicle movement areas within the Fuel Farm, all public walkways and entrances around and to the Executive Terminal Building, the concrete ramp area on the west face of the Executive Terminal Building, the asphalt pavement on the east side of the Executive Terminal Building south of the aircraft parking ramp, and all of the West tie-down area. In addition, Lessee shall, at its own expense, maintain and keep in good order and repair (and replace if necessary) the preferential use Executive Terminal Ramp Space in accordance Federal Aviation Regulation (FAR) Part 139.305, as amended or modified from time to time, and County standards.

If Lessee fails to comply with any part of the preceding paragraph, the Airport Manager may notify Lessee in writing of any such maintenance or repair that must be done. If Lessee fails to perform the maintenance or repair within fifteen (15) days of the written notice, the County may provide the necessary maintenance or repair services, and Lessee shall pay the County one hundred twenty-five percent (125%) of the County's expenses within fifteen (15) days of receipt of an invoice.

**ARTICLE 4
PREMISES RENT**

As rent for the Leased Premises described in Article 3, the Lessee shall pay as follows:

1. The Executive Terminal Building:
 - A. Eight and 90/100 dollars (\$8.90) per square foot per annum for 4,963 square feet of exclusive use space;
 - B. Two and 97/100 dollars (\$2.97) per square foot per annum for 510 square feet of common use garage area; and
 - C. Two and 22/100 dollar (\$2.22) per square foot per annum for 3,500 square feet of common use lobby area.

2. The Gold Hangar:

Two and 97/100 dollars (\$2.97) per square foot per annum for 15,360 square feet of exclusive use space.

3. The Aircraft Maintenance Building:

One and 71/100 dollars (\$1.71) per square foot per annum for 12,015 square feet of exclusive use space.

4. The Airport Fuel Farm:

One and 19/100 dollars (\$1.19) per square foot per annum for 28,750 square feet of exclusive use space.

5. The Executive Terminal Building Aircraft Parking West Ramp:

Zero and 12/100 dollars (\$0.12) per square foot per annum for 48,659 square feet of exclusive use space.

6. The Executive Terminal Building Preferential Use Ramp:

Zero and 30/100 dollars (\$0.30) per square foot per annum for 165,000 square feet of preferential use space.

Payment of these amounts shall be made to the Airport Manager on a monthly basis in 12 equal monthly installments in advance on the 20th day of each month, with the first payment therefore due on October 20, 2016. (Rent for the month of October 2016 shall be paid in accordance with Prior Agreement.) Any late payment shall be subject to interest in the amount of 1.5% per month. The failure to make any payment when due may also result in a termination of the Agreement as provide in Article 18.

For the year 2017 beginning with the monthly advanced payment due December 20, 2016, the premises rent 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 premises rent shall be made

according to the same formula for each succeeding year. Notwithstanding the foregoing, premises rent shall never be increased more than 8.5% or less than 2.5% annually.

If any of the Leased Premises are rendered unusable through no fault of the Lessee, the rent for such premises shall abate on a per diem basis until such time as the premises again becomes useable. If other space in any other County building can be used by Lessee for its purposes during restoration of the unusable premises, and the County consents to such use, Lessee shall use each space and pay rental for the space at the same rate per square foot as was being paid for the unusable premises.

**ARTICLE 4A
ADDITIONAL FUEL TANK RENT**

In addition to the rent payable under Article 4 above, on October 31, 2016 and each October 31st thereafter through October 31, 2018, Lessee shall pay the County additional rent for the 15,000 gallon above ground fuel tank in the JetA containment area in the Airport Fuel Farm in the amount of \$5,210. Said payments constitute the final three payments due to the County for the installation of the fuel tank as required under the Prior Agreement. After October 31, 2018, Lessee shall have no further obligation to pay additional fuel tank rent pursuant to this Article.

**ARTICLE 5
MANAGED PREMISES**

Lessee shall manage the following County-owned hangars, each of which shall include fifteen (15) feet around the footprint of each hangar:

A. T- Hangar	15,360 square feet	513 Bluemound Road
B. T- Hangar	9,504 square feet	668 Northview Road
C. T- Hangar	9,504 square feet	670 Northview Road
D. T- Hangar	9,504 square feet	672 Northview Road
E. T-Hangar	9,504 square feet	676 Northview Road

Lessee's management of these hangars shall include renting the hangars to tenants and performing all customary and reasonable managerial and administrative functions associated therewith, including showing available units to prospective tenants; preparing, obtaining signatures on and enforcing the County-approved lease forms; accounting, invoicing and collecting rental fees; providing related and necessary supplies, including postage, and collecting appropriate insurance documents; conducting weekly or as needed inspections to ensure compliance with lease requirements (flammable liquid storage, non-aeronautical uses, etc.), and resolution of access issues (minor door issues, problems with locks, pins, etc.).

Lessee shall pay to the County Ninety Percent (90%) of the rent collected on the hangars. The rental fees shall be set by the County. Payment of the amount of the fees due to the County shall be made to the Airport Manager on the 20th day of each month for the previous month's management, with the first payment therefore due on November, 20, 2016. Any late payment shall be subject to interest in the amount of 1.5% per month. The failure to make any payment when

due may also result in a termination of the Agreement as provided in Article 18. With each payment, the Lessee shall furnish the Airport Manager with a statement and documentation showing the amount of hangar rental collected for the applicable period. The Lessee may not accept non-monetary rental for any of the managed premises.

Lessee shall provide for the storage of aircraft owned and operated by others to the reasonable capacity of the hangar facilities. Lessee shall make available for rent any vacant hangar space to any interested individuals on a first come, first serve basis, subject always to storage conditions agreed to by the Airport Manager and Lessee.

The County shall, at its own expense, maintain and keep in good order and repair all managed hangars unless Lessee is otherwise required by this Article 5 to perform such maintenance. Notwithstanding the foregoing, it shall be Lessee's sole obligation to promptly repair any and all damages caused by it or its agents to the managed hangars. If Lessee fails to comply with its repair obligation of the preceding sentence, the Airport Manager may notify Lessee in writing of any such repair that must be done. If Lessee fails to perform the maintenance or repair within fifteen (15) days of the written notice, the County may provide the necessary repair services, and Lessee shall pay the County one hundred twenty-five percent (125%) of the County's expenses within fifteen (15) days of receipt of an invoice.

ARTICLE 6 TIE-DOWN AREA

Lessee shall manage, for the County, the South tie-down area of the Executive Terminal Building Aircraft Parking Ramp, an area approximately One Hundred Fifty-Seven Thousand One Hundred Forty-Four (157,144) square feet, as designated on Exhibit 2. Lessee's management shall include renting parking and tie-down space and performing all customary and reasonable functions associated therewith, including showing available spaces to prospective tenants; preparing, obtaining signatures on and enforcing the County-approved lease forms as applicable; accounting, invoicing and collecting rental fees; and providing related and necessary supplies, including postage, and collecting appropriate insurance documents.

Lessee shall pay to the County Fifty Percent (50%) of the fees collected for parking and tie-down in this area. The rental fees shall be set by the County. Payment of the amount of the fees due to the County shall be made to the Airport Manager on the 20th day of each month for the previous month's management, with the first payment therefore due on November 20, 2016. Any late payment shall be subject to interest in the amount of 1.5% per month. The failure to make any payment when due may also result in a termination of the Agreement as provided in Article 18. With each payment, the Lessee shall furnish the Airport Manager with a statement and documentation showing the tie-down and parking fees collected for the applicable period. The County has the unilateral right to adjust the square feet in the South tie-down area at any time. The Lessee may not accept non-monetary remuneration for parking and tie-down services.

Lessee shall, at its own expense, maintain and keep in good order and repair the South tie-down area. For purposes of this paragraph, maintenance shall include, but not be limited to: weed control and removal; snowplowing and snow and ice control, supplying and replacing tie-down

ropes; towing and movement of aircraft; garage/FOD disposal and removal; and periodic striping. If Lessee fails to comply with any part of this paragraph, the Airport Manager may notify Lessee in writing of any such maintenance or repair that must be done. If Lessee fails to perform the maintenance or repair within fifteen (15) days of the written notice, the County may provide the necessary maintenance or repair services, and Lessee shall pay to the County one hundred twenty-five percent (125%) of the County's expenses within fifteen (15) days of receipt of an invoice.

ARTICLE 7 FUEL FLOWAGE FEES

For the right and privilege to conduct a fixed base operator business at the Airport and to provide the services required and permitted by this Agreement, the Lessee shall also pay to the County a fuel flowage fee of \$.10 per gallon of fuel delivered to Lessee for use at the Airport, whether the fuel is for Lessee's own use or for sale or delivery to others. The County may increase or decrease this fuel flowage fee at any time for any reason.

Payment of the fuel flowage fee shall be made to the Airport Manager on the 20th day of each month for the previous month, with the first payment therefor due on November 20, 2016. Any late payment shall be subject to interest in the amount of 1.5% per month. The failure to make any payment when due may also result in termination of the Agreement as provided in Article 18. With each payment, the Lessee shall furnish the Airport Manager with a statement and documentation showing the number of gallons of fuel delivered to Lessee for use at the Airport for the applicable payment period.

ARTICLE 8 SECURITY DEPOSIT AND LETTER OF CREDIT

Upon execution of this Agreement, the Lessee shall deposit with the County the sum of One Hundred Twenty Thousand Dollars (\$120,000.00) to be held by the County as security for the faithful performance of the terms of this Agreement by the Lessee. This security deposit will draw interest at the rate of the yield on five year treasuries as reported by the Wall Street Journal on the first business day of July per annum, payable annually to Lessee. Unless it is used as permitted in the following paragraph, this security deposit shall be returned to Lessee following the completion of all of its obligations under this Agreement, including any payment obligations.

If Lessee fails to make any payment to the County required by this Agreement, including charges for maintenance and repair and for damage to property, or if Lessee otherwise defaults with respect to any provision of this Agreement, the County may use, apply or retain so much of the security deposit as necessary to fulfill the payment obligation, cure the default or otherwise compensate the County for damage or loss sustained by it resulting from Lessee default. Such use of the security deposit by the County in no way limits its right to pursue the remedies given to it by this Agreement.

If the County applies any portion of the security deposit in accordance with the preceding paragraph, within five (5) business days of receipt of written notice from the County, Lessee shall replenish the security deposit to its original sum.

In addition to the security deposit required hereunder, Lessee shall deliver to the County upon the execution of this Agreement, an irrevocable letter of credit or comparable security in a form acceptable to the County in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) payable to the County at sight upon demand upon Lessee's failure to timely commence or complete the improvements required to be performed by Lessee pursuant to Article 15 below.

ARTICLE 9 AUDIT AND INSPECTION

The County may, itself or through any designated agent, at any reasonable time, audit the Lessee's books and records regarding its operations related to the Airport in order to verify the amount of fees or other monies due it pursuant to this Agreement. It is the intention of the parties that the County's audit will be on an annual basis; however, the County reserves the right to make the audit at any time.

If, as a result of such an audit, the County believes that it has not received the full amount of the fees or other monies due it by Lessee, it shall notify the Lessee in writing and provide the audit findings to Lessee. If the Lessee agrees with the County's audit findings, it shall so notify the County and pay the deficiency within thirty (30) days of notice from the County. If the Lessee does not agree with the County's audit findings, it shall, within sixty (60) days of the notice from the County, furnish the County with an audit conducted by a mutually agreed upon independent Certified Public Accountant, the cost of which shall be borne by the Lessee.

The audit findings of the mutually agreed upon independent Certified Public Accountant shall be conclusive. If the audit findings show a deficiency in fees or other monies due to the County, the Lessee shall pay such amount to the County within thirty (30) days of its receipt of the audit findings. If the audit conducted by the Certified Public Accountant also certifies that the deficiency was not the result of a reasonable mistake by the Lessee, the Lessee shall pay to the County twice the amount determined deficient by the Certified Public Accountant audit.

In addition to the audit rights set forth above, the Lessee shall provide the County auditors access to and furnish them with information, records, and reports regarding powers, duties, activities, organization, property, financial transaction and methods of operation, or any other information records and reports that relate to the operations being conducted at the Airport by Lessee. The Lessee shall also provide access for the County auditors to inspect all property, equipment and facilities that are used or made use of by the Lessee in performing its operations at the Airport, which inspection the County shall coordinate with the Lessee.

Any information, records and reports provided to or obtained by the County pursuant to this Article, or which the County otherwise comes into possession of pursuant to this Agreement, shall be subject to the provisions of Wisconsin's Public Records Law, including provisions regarding limitations upon access based upon trade secret information and state and federal restrictions.

The failure of the Lessee to make any payment required by this Article constitutes a material breach of this Agreement.

ARTICLE 10 MINIMUM STANDARDS ORDINANCE

The County has adopted and enacted an ordinance titled Waukesha County Airport Minimum Standards for Aeronautical Service Providers. A copy of that Ordinance is on file with the Airport and, as it may be modified from time to time, is made a part of this Agreement by reference. The Lessee shall meet all of the standards set forth in the Ordinance as may be amended from time to time for each service it is permitted or required to provide under this Agreement, except to the extent this Agreement elsewhere expressly provides for greater standards or different requirements.

ARTICLE 11 RIGHTS AND PRIVILEGES OF LESSEE

The County hereby grants the Lessee the following rights and privileges in conducting fixed based operator services at the Airport:

1. General Use – To engage in the following businesses: aircraft fuels and oil service; aircraft guidance, parking, tie-down and line service; aircraft, airframe, engine, and accessory maintenance and repair; aircraft lease and rental; aircraft charter and unscheduled air taxi; aircraft storage; the provision of passenger and pilot facilities; flight planning and information services; and flight training. Lessee understands and agrees that it does not have an exclusive right to provide any such services at the Airport.
2. Aircraft Parking and Tie-Down – To park aircraft in designated aircraft parking or tie-down areas, understanding the right to park aircraft in designated aircraft parking areas is a non-exclusive right.
3. Courtesy Cars – To provide through itself, from and to Lessee's premises, automobiles for the transporting of any itinerant or transient air travelers requesting such service. Lessee is, however, prohibited from providing, or allowing to be provided from Lessee's premises automobiles for persons other than Lessee's itinerant or transient air travelers.
4. Aeronautical Facility Use – To use, in common with others, existing and future aeronautical facilities at the Airport. These facilities shall include, but not be restricted to, the landing areas, their extensions and additions, roadways, aprons, and any air navigation facilities or other conveniences for the flying, landing, and taking off of aircraft.
5. Ingress and Egress – Subject to rules and regulations governing the use of the Airport as may be established by the Airport Manager, the Lessee, its employees, suppliers of

materials, furnishers of service, subleases, business visitors, and invitees shall have the right of ingress and egress to and from the Airport.

6. Quiet Environment – To peacefully and quietly have, hold, and enjoy the Leased Premises for the term of this Agreement, so long as Lessee meets all of its obligations. Temporary inconveniences, such as noise, disturbances, traffic detours, and the like, caused by or associated with the construction of Airport improvements or Airport events, shall not constitute a breach of quiet enjoyment of the premises.
7. Removal of Fixtures and Equipment – Except for fixtures and equipment that become the property of the County pursuant to this Agreement, to remove from the Airport, or any part thereof, all aircraft, tools, machinery, equipment, and trade fixtures placed, installed or constructed thereon by it; provided, however, that all buildings from which property is removed shall be restored by Lessee in such manner that such buildings are not materially damaged. Lessee shall expeditiously remove all equipment, fixtures, improvements, and systems specified herein upon termination or expiration of this Agreement. Structures, improvements, alterations or additions not removed as specified herein shall become part of the realty upon which they are erected and title thereto shall vest at no cost to the County, unless previously agreed to in writing by the Airport Manager. The County also retains the right to remove or have removed at the expense of Lessee all equipment, fixtures, improvements and systems, and Lessee agrees to pay the County for such expense within fifteen (15) days upon receipt of an invoice.
8. Non-Exclusive Rights – It is understood and agreed by Lessee that nothing in this Agreement shall be construed to grant or authorize the granting of an exclusive right. It is clearly understood by Lessee that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including but not limited to maintenance and repair) that it may choose to perform.

ARTICLE 12 RIGHTS AND PRIVILEGES OF COUNTY

In addition to other rights and privileges, the County has the following rights and privileges:

1. Airport Development – The County reserves the right, but shall not be obligated to Lessee, to develop or improve the landing areas and other portions of the Airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance. If any such development or improvement requires a change in the location of parts of the Leased Premises, the County has the unilateral right to relocate the Lessee to a new site at the Airport in accordance with Article 21 below.

2. Airport Maintenance and Repair – The County reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publically owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.
3. Aerial Approaches and Transitions – The County reserves the right to take any action it considers necessary to protect the aerial approaches or transition surfaces of the Airport against obstruction, and to prevent the Lessee or sub-lessee from erecting or permitting to be erected any building or other structure on the Airport, which, in the opinion of the Airport Commission, would limit the usefulness of the Airport or constitute a hazard to aircraft.
4. 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 to the United States or State of Wisconsin for military or National Guard use. In such event, the provisions of this 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.
5. Unrestricted Right of Flight – There is hereby reserved to the County, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises conveyed herein, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.
6. Access to Premises – To the extent necessary to protect the rights and interests of the County, or to investigate compliance with the terms of this Agreement, the Airport Manager or his designee shall at any and all times have the right to inspect all leased and managed premises, including all buildings, structures, and improvements erected thereon.
7. Performance of Acts – To have all acts performable under this Agreement by the County or the Airport Operations Commission, at their option and without the right of objection by Lessee, performed by their designee.
8. Facility Replacement or Abandonment – To replace with like space, or to abandon, any County owned building, hangar or facility, in part or entirety.

**ARTICLE 13
OBLIGATIONS OF LESSEE**

Except as otherwise specifically provided, Lessee shall have the following obligations:

1. FBO Services – To provide each of those services Lessee is given the right to perform under Article 11 (1), (2) and (3) above or otherwise required by this Agreement in accordance with the Minimum Standards and this Agreement in a professional and workmanlike manner, either through its own employees or through subcontracts approved by the Airport Operations Commission with authorized Aeronautical Service Providers for the services being rendered.
2. Rules and Regulations – To observe and obey the rules and regulations governing the conduct and operation of the Airport promulgated from time to time by the Airport Manager. Any violation of this paragraph shall be construed as a material breach of this Agreement authorizing the termination thereof in accordance with Article 18.
3. Storage of Flammable Fluids – To limit the storage of gasoline or other flammable fluids in bulk quantities to the Airport Fuel Farm. Lessee agrees that the storage of all other gasoline or flammable fluids shall be in an approved steel locker(s) labeled “FLAMMABLE”, or in an approved flammable storage facility. The Airport Manager may prohibit or impose restrictions on the storage of said materials if, in the Airport Manager’s opinion, the storage is determined a safety hazard. Lessee shall restrict parking of aircraft fuel trucks to only those areas designated by the Airport Manager.
4. Business Use – To not engage in any activity or business at the Airport, other than those activities and businesses specifically permitted under this Agreement, unless authorized in writing by the Airport Operations Commission.
5. Disturbance – To not disturb the County, or any tenant of the Airport, by creating or permitting any disturbance or any unusual noise, vibration, or other undesirable condition on or about the Airport.
6. Passenger and Pilot Facilities – To make available to the public from 6:00 a.m. to 9:00 p.m. seven (7) days per week, fifty-two (52) weeks per year, unless otherwise approved by the Airport Manager in writing, pilots lounge and restroom facilities in Lessee’s exclusive use terminal building space. The pilots lounge and restroom facilities shall be made available at no charge to users, subject always to usage conditions mutually agreed to by the Airport Manager and Lessee.
7. Flight Planning and Information Services - To make available to the public from 6:00 a.m. to 9:00 p.m. seven (7) days per week, fifty-two (52) weeks per year, unless otherwise approved by the Airport Manager in writing, the flight planning area in Lessee’s exclusive use terminal building space. The flight planning area shall be made available at no charge to users, subject always to usage conditions mutually agreed to by the Airport Manager and Lessee. Additionally, the flight planning area shall be equipped as specified by Section 11, Paragraph 9 of the Waukesha County Airport Minimum Standards for Aeronautical Service Providers, as may be amended from time to time. The County retains the right to locate a

weather computer or comparable system either within the flight planning area of Lessee's exclusive use space or within a publically available area outside of Lessee's exclusively leased area at any time it desires without relieving Lessee of its responsibilities established herein.

8. Personnel – To provide such trained and responsible personnel as may be necessary to furnish prompt and efficient service to the public, and at all times to have at least one person in charge to act for and on behalf of Lessee. Lessee shall control the conduct and demeanor of its employees at the Waukesha County Airport so that a reasonable person would not find their conduct and demeanor objectionable. Upon notification by the Airport Manager to the Lessee in writing that a person employed by it is, in the Airport Manager's opinion, disorderly or otherwise unsatisfactory, such person shall immediately be lawfully transferred from employment at the Airport and shall not again be employed at the Airport by Lessee without the prior written consent of the Airport Commission.
9. Utilities – To furnish and promptly pay for all heat, electricity, sanitary sewer, water, gas and telephone charges during the term of this Agreement on the premises leased exclusively to it as set forth in Article 3, and the common use garage area as set forth in Article 3. In addition, the Lessee shall pay 65% of all utility costs for the common use lobby area in the Executive Terminal Building.
10. Taxes and Assessments – To pay all taxes or assessments that may be levied against the personal property of the Lessee, and any taxes on buildings built by Lessee.
11. Garbage Removal – To provide for, at its expense, the disposal of garbage, ashes, junk, and other debris from all premises leased to it as specified in Article 3.
12. Cleaning and Janitorial Services – To provide at its own expense such janitor service as is necessary to keep the leased and managed premises in a neat, safe, and orderly condition at all times. The Lessee shall keep the terminal lobby area, together with toilets and washrooms in Lessee's leased area, clean and sanitary. All washroom supplies, such as toilet paper, towels and soap, shall be provided by the Lessee. The Lessee shall further be responsible for the washing of walls, finished ceilings, glass windows and doors, sweeping, mopping and waxing floors, and the periodic painting of walls and ceilings. In the event Lessee fails to comply with this paragraph, the Airport Manager may notify Lessee in writing that such work shall be done, and in the event the Lessee fails to correct the condition within fifteen (15) days of the Airport Manager's written notice, the County may enter the Lessee's Leased Premises and provide the necessary services, and Lessee agrees to pay the County one hundred twenty-five percent (125%) of the County's expenses within fifteen (15) days upon receipt of an invoice.
13. Non-Discrimination – Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration here for, does hereby covenant and agree that (1)

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 the Leased Premises or managed premises, (2) that in the construction of any improvements on, over, in or under the Leased Premises and the furnishing 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 (3) Lessee shall use the leased and managed premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle 1, 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.

14. Affirmative Action – To undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, sex, creed, color or national origin be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations as required by 14 CFR, Part 152, Subpart E, to the same effect.
15. Premises to be Operated for Use and Benefit of Public – In accordance with FAA Grant Assurance #22, furnish good, prompt, and efficient service adequate to meet all demands for Lessee's service at the Airport and to furnish all services on a fair, equal and just basis to all users thereof, and to charge fair and reasonable prices for each unit of sale or service. Lessee shall be allowed, however, to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers, or classes of purchasers.
16. Based Aircraft Report – To maintain and furnish upon request by the Airport Manager a report of all aircraft based at its Leased Premises and managed hangars, showing the name of the owner, the make and model of the aircraft, its registration or license number, and billing address.
17. Signage and Illumination – To not paint upon, attach, exhibit or display in or about the Airport any sign without the prior written consent of the Airport Manager.
18. Special Events – To not conduct or hold air shows, races, similar events, or other special events, including those of a non-aeronautical nature, at the Airport without written authorization from the Airport Manager in advance, which approval shall not be unreasonably withheld.

19. Fuel Farm Operation – To operate the fuel farm consistent with all manufacturer’s instructions and Airport guidelines, in existence or which may be established by the Airport Manager from time to time.
20. Restroom Facility Provision – To construct and provide restroom facilities in the Gold Hangar (Hangar 505) which meet all State and Federal construction and access requirements. These restroom facilities shall be constructed no later than one year from the commencement date of this Agreement.
21. Maintenance Hangar Repairs – To perform, at its expense, repairs to the Aircraft Maintenance Hangar (503 Bluemound) identified in Exhibit 3. Said repairs shall be completed no later than November 1, 2016. Said repairs shall be completed in a professional and workmanlike manner to the County’s satisfaction. Failure to complete these repairs shall constitute a material breach of this Agreement entitling the County to terminate this Agreement. Upon completion of the repairs and acceptance of the repairs by the County, Lessee’s right of occupancy and use to the Aircraft Maintenance Hangar shall cease and Lessee’s obligations with respect to the Aircraft Maintenance Hangar shall cease, except for any outstanding payment obligations. Notwithstanding the foregoing, Lessee shall remain obligated to provide all services required by this Agreement.

ARTICLE 14
OBLIGATION TO BUILD AIRCRAFT STORAGE HANGAR
AMENDMENT OF GRAY HANGAR LEASE

Lessee acknowledges that a significant consideration upon which the County has agreed to enter into this Agreement is Lessee’s commitment to complete construction of a hangar from which Lessee will base additional corporate aircraft and to expand its existing hangar located at 2611 Aviation Drive. Accordingly, upon execution of this Agreement, Lessee shall execute, perform and maintain with the County, a lease option agreement to lease Lot # 2621 Aviation Drive from the County consisting of 84,270 square feet and adjoining 58,300 square feet of ramp space (the “Hanger Parcel”). Within three (3) years from the commencement date of this Agreement, Lessee shall have executed a hanger land lease with the County for the lease of the Hanger Parcel for a term expiring in 2048 and shall have completed construction of a corporate aircraft hangar with leasable office space on the Hanger Parcel. Should Lessee fail to complete construction of a hangar on the Hanger Parcel within three (3) years from the commencement date of this Agreement (unless such failure is caused by a delay of the County or other circumstances beyond the reasonable control of Lessee) the County shall assess, and Lessee shall immediately pay to the County, an amount equal to the three (3) year rental rate for the Hanger Parcel. The annual rental rate shall be calculated at \$0.31/sq. ft. x 84,270 square feet for the hangar lot plus \$0.12/sq. ft. x 58,300 square feet for the ramp space in 2016 and thereafter shall be increased annually by CPI in accordance with the formula in Article 4 above. Notwithstanding the foregoing, the annual increase shall not be less than 3.5% and not more than 10%.

Lessee and County also agree that as a further condition of this Agreement, the parties will work in good faith to amend Lessee's current hangar land lease for 2611 Aviation Drive (the "Gray Hangar") dated October 1, 2004 to extend through September 30, 2048 or otherwise negotiate a replacement hangar land lease for the Gray Hangar on terms consistent with the County's standard hangar land lease provisions to similarly expire on September 30, 2048. The amendment or new lease as the case may be shall expand the existing leased premises thereunder to include a total of not less than 83,316 sq. ft. charged at the current hangar land lease rate and not less than 77,440 sq. ft. of adjoining ramp space charged at the current ramp lease rate.

**ARTICLE 15
ALTERATION AND IMPROVEMENTS
TERMINAL RENOVATION**

Lessee shall make no alterations or improvements on or to any part of the Airport without the prior written approval of the County. This includes erection of structures, signs, poles, wires, aeriels, antennae and any other change to any part of the Airport.

If Lessee desires to erect anything upon any part of the Airport, it must first submit such plans, specifications and other documentation as required by the County. All such documentation must be reviewed by the County, the Airport Operations Commission and any local municipality with authority, and must be consistent with the Airport development plans. Nothing may be erected without written approval of the County.

Consistent with the foregoing, and as further consideration for the County granting Lessee the rights and privileges contained herein, Lessee shall, within one (1) year from the commencement date of this Agreement, complete a renovation of the Executive Terminal Building generally consisting of renovations to the lobby, museum space, pilot lounge, reception desk, internet café, pilot briefing area, rest rooms, conference rooms and interior/exterior signage to render the Executive Terminal Building a first class executive terminal in a manner substantially comparable and similar to renovations and rebuilds completed by Atlantic Aviation at its Reno, Nevada, Portland, Oregon and Chicago Executive facilities. Total renovation costs shall not be less than \$750,000 without the County's consent nor greater than \$1,000,000 without Lessee's consent (the "Terminal Improvement Project").

Lessee shall consult with and consider the desires of the County, and with respect to the museum space, the Waukesha Aviation Club, when designing and implementing the Terminal Improvement Project. The County retains the right to review and approve all designs, plans, specifications and other documentation relating to the Terminal Improvement Project. In performing the Terminal Improvement Project, Lessee shall require its contractor(s) to provide a payment and performance bond in the amount of 100% of the total Terminal Improvement Project costs. The County shall be named as an additional payee on said bonds. Lessee shall not permit any liens to be placed upon County property and shall promptly act to remove any such liens. Lessee shall require lien waivers from its contractor(s) and all entities that supply labor or materials for the Terminal Improvement Project. Lessee shall require that its

contractor(s) carry proper insurance, the types and amounts of which shall be approved by the County. The County shall be named as an additional insured on any policy so required by the County, and the County shall be provided with certificates of insurance demonstrating the required coverages and additional insured status prior to any construction taking place on the Terminal Improvement Project.

Notwithstanding any other provision of this Agreement, all improvements made to the Executive Terminal Building, and all furniture and fixtures placed within the Executive Terminal Building in association with the Terminal Improvement Project shall become the property of the County upon the termination of this Agreement.

Any failure to complete the Terminal Improvement Project within the time set forth herein, unless such failure is caused by a delay of the County or other circumstances beyond the reasonable control of Lessee, shall constitute a material breach of this Agreement entitling the County to avail itself of the proceeds of the letter of credit required under Article 8 hereof, terminate this Agreement, and/or pursue any other remedies available to it at law or in equity.

ARTICLE 15A DEVELOPMENT OF EAST TERMINAL BUILDING LOT

During the term of this Agreement, in order to avoid congestion and for other safety reasons, the County agrees that the existing building lot immediately to the east of the Executive Terminal Building as depicted on Exhibit 2 and designated in the current Airport Master Plan as an expansion of the current Executive Terminal Building footprint to accommodate additional airport services shall not be occupied or used by another aircraft fuels and oil service provider, unless such provider is providing only authorized services other than fuel and oil services from that location not otherwise provided by Lessee. Upon development of this lot, the County shall have the right to remove so much of the Lessee's Executive Terminal Ramp preferential use space as desirable to accommodate the development and use of the lot. Upon removal, Lessee's obligation to the pay rent under Article 4 above for the ramp space removed shall terminate.

ARTICLE 16 INSURANCE

Lessee shall, at its expense, maintain insurance in full force and effect during the term of this Agreement, in such amounts and coverages as to meet the minimum limits of liability specified below. The insurance shall be placed with companies or under-writers authorized to do business in the State of Wisconsin and satisfactory to the County. The County, its boards, commissions, agencies, appointed and elected officials, employees, and representatives shall be named as additional insureds. Certificates of Insurance evidencing the required insurance shall be filed with the County's Airport Manager. Upon request, certified copies of the required insurance policies shall be provided. The Certificates of Insurance and all such policies shall contain a provision that coverages will not be cancelled or non-renewed during the term of this

Agreement unless thirty (30) days advance notice in writing has been given to the County in the manner specified in this Agreement.

1. General Comprehensive Liability Insurance (shall not exclude any operations required by this Agreement)

Coverages Required:

Premises and Operations
Products and Completed Operations
Personal and Advertising Injury
Fire Damage
Blanket Contractual
Independent Contractors
Hangarkeepers

Limits of Liability Not Less Than:

General Aggregate	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Hangarkeepers (Each Loss)	Total Value of Aircraft Stored
Hangarkeepers (Each Aircraft)	Largest Individual Value Aircraft Stored

2. Aircraft Liability

Coverage Required:

All aircraft owned, leased or operated by Lessee
Passenger Liability
Student and Renters Liability

Limits of Liability Not Less Than

Each Occurrence	\$1,000,000
Student and Renters	\$ 500,000

3. Automobile Liability Insurance

Business auto policy form covering all owned, hired, and non-owned private passenger autos and commercial vehicles.

Lessee will carry not less than a combined single limit of \$1,000,000 each accident.

4. Worker's Compensation and Employers Liability

Lessee will be responsible for Worker's Compensation benefits up to the statutory limits for its employees through a purchased insurance policy.

Lessee will carry Employers Liability coverage with a minimum of \$100,000 each claim.

Lessee agrees to require subcontractors not protected under existing insurance to obtain and maintain Workers Compensation Insurance as specified above. Lessee will maintain a certificate of such coverage on premises.

5. Environmental Impairment Liability

Environmental impairment or pollution liability insurance covering Lessee's operations at Waukesha County Airport.

Lessee will carry a limit of liability not less than \$1,000,000 per occurrence.

The aforesaid limits of liability may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or laws which would materially increase or decrease the County's or Lessee's exposure to risk.

**ARTICLE 17
INDEMNIFICATION AND HOLD HARMLESS**

The Lessee will not hold the County liable for any damage to property or injury or death to person when such damage, injury or death is in any way connected or related to the Lessee's performance of, or its obligations under, this Agreement, or its use, occupancy or management of any premises or the operations permitted or required by the Agreement, unless the damage, injury or death was the result of an intentional act of the County.

If any demand, claim, lawsuit or proceeding is brought against the County and is in any way connected or related to the Lessee's performance of, or its obligations under this Agreement, or its use, occupancy or management of any premises or the operations permitted or required by this Agreement, the Lessee shall fully defend the County against the demand, claim, lawsuit or proceeding. The County shall give the Lessee 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 Lessee 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.

In this Article, "County" includes Waukesha County and the Waukesha County Airport Operations Commission and all of their members, employees, officials, officers and agents.

ARTICLE 18 DEFAULTS AND REMEDIES

The occurrence of any one or more of the following events shall constitute a material default in breach of this Agreement by the Lessee.

1. The filing by Lessee of a voluntary petition in bankruptcy.
2. The institution of proceedings in bankruptcy against Lessee and the adjudication of Lessee as a bankrupt pursuant to such proceedings.
3. The taking by a court of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal Reorganization Act.
4. The filing of any lien against the Airport or any of its property as the result of any act or omission of Lessee, if the lien is not discharged or contested in good faith by Lessee (as determined by the County) within fifteen (15) days of Lessee's receipt of notice of the lien, unless Lessee posts a bond within this time period equal to the amount of the lien.
5. The voluntary abandonment by Lessee of its operations at the Airport for a period of ten (10) days or more.
6. The appointment of a receiver of Lessee's assets, or any general assignment for the benefit of Lessee's creditors.
7. The transfer of Lessee's interest herein by other operation of law.
8. The failure by Lessee to make any payment required by this Agreement for a period of fifteen (15) days after the time such payment becomes due, where such failure continues for a period of fifteen (15) days after written notice from the County.
9. The falsification by the Lessee of any of its records or figures so as to deprive the County of any of its rights under this Agreement.
10. The failure by Lessee to perform any of the covenants, conditions, or obligations imposed on it by this Agreement where the failure continues for a period of fifteen (15) days after written notice from the County, unless a shorter time is specified in this Agreement.
11. A sale or other transfer of stock in Lessee's corporation which divests the present stockholders of controlling interest without the written approval of the County, such approval not to be unreasonably withheld.
12. The transfer of assignment, or attempted transfer or assignment of this Agreement by Lessee, without securing prior written approval of the County, such approval not to be unreasonably withheld. It shall be understood for the purpose of this part that negotiations by Lessee for the assignment or transfer of this Agreement shall not be construed as "attempted transfer".

In the event of any default by the Lessee, the County shall have the right to declare this Agreement terminated. If this Agreement is so terminated, the County shall be entitled to make use of the security deposit in Article 8, and any other payments made to the County shall be forfeited to the County and Lessee shall have no rights to recover such amounts or the amount of the security deposit. This forfeiture shall not diminish nor limit the County's right to recover such damages as may result from the default by the Lessee.

In addition to the termination and forfeiture right described in the preceding paragraph, the County shall have the following rights and remedies upon default by Lessee:

1. The recovery of any unpaid rent, fees and other payments due and owing at the time of termination, plus any unpaid rent and fees that would have been earned and other payments what would have been made if the Agreement had not been breached by Lessee.
2. The recovery of any damages, costs, fees and expenses incurred by the County as a result of the breach of the Agreement by Lessee.
3. The removal of all persons from the Airport, and the removal and storage at Lessee's expense of all of its property on the Airport.
4. Any other right or remedy, legal or equitable, that the County is entitled to under applicable law.

In the event of any such termination as described above, the County shall have the right at once and without further notice to the Lessee to enter and take full possession of all property and space occupied by the Lessee under this Agreement. Upon the termination of this Agreement for any reason, Lessee shall yield up all property, space, equipment and facilities to the County in the same condition as when received, reasonable and ordinary wear and tear and damage by the elements excepted. In the event of the failure on the part of the Lessee upon the termination of this Agreement to immediately remove from the Airport all property owned by it, the County may effect such removal and store such property at Lessee's expense. Lessee shall pay and discharge all reasonable costs, attorney's fees, and expenses that are incurred by the County in enforcing the terms of this Agreement.

The failure of the County to declare this Agreement terminated for any of the reasons set out above shall not bar the right of the County to subsequently terminate this Agreement for any of the reasons set out above. Further, the acceptance of rental or fees by the County for any periods after a default by Lessee shall not be deemed a waiver of any right on the part of the County to terminate this Agreement.

ARTICLE 19 ADDITIONAL TERMINATION RIGHTS

In addition to the termination rights set forth in the preceding Article, the County may also terminate this Agreement if any of the following events occur:

1. 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 give Lessee sixty (60) days written notice, and at the

expiration of such sixty (60) day period, title to any and all improvements made by Lessee upon any Airport land shall immediately vest in the County without further proceedings or conveyances, and the County may immediately enter and take possession. However, in such event, the County shall make payment to the Lessee in a sum sufficient to cover the fair market value of any structure it has erected upon such land, minus a depreciation allowance.

2. 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 Lessee, for a period of at least sixty (60) days, from its FBO operations.

It is also expressly understood and agreed that the County may, upon sixty (60) days written notice, terminate this Agreement to such land as may be necessary for permanent building purposes and compensate Lessee for the fair market value of any structure it has erected upon such land, minus a depreciation allowance.

ARTICLE 20 REMEDIES CUMULATIVE; NO WAIVER

All of the rights and remedies given to the County in this 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 Agreement or not.

The failure of the County to take action with respect to any breach by Lessee of any covenant, condition or obligation in this Agreement shall not be a waiver of such covenant, condition or obligation or a subsequent breach of the same of 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 Lessee of any covenant, condition or obligation.

ARTICLE 21 RELOCATION OF SPACE

Lessee understands that the County may, and has the unilateral right to, replace any of the structures, buildings, or pavement areas leased to Lessee in Article 3 with new or different structures or areas, or discontinue the use of said structures. If the change is solely for the benefit of the County, the Airport Manager will negotiate reimbursement with Lessee for any necessary expense caused by its relocation. If the County requires discontinuance of the structures, buildings, or pavement areas, Lessee and County shall be relieved of any responsibilities for those areas.

ARTICLE 22
DAMAGE BY CASUALTY OR OTHER FACTORS

If at any time, any part of the leased or managed premises is damaged or destroyed by fire, earthquake, tornado, windstorm or other casualty, the County shall be under no obligation to rebuild or repair the damaged or destroyed part. The County shall have no obligation to the Lessee or any sublessee or subcontractor for any damage or destruction to their property caused by fire, earthquake, tornado, windstorm or other casualty, or caused by any other factor except for the sole negligence of the County.

ARTICLE 23
DAMAGE TO PREMISE AND PROPERTY
BY LESSEE AND OTHERS

If any part of the leased or managed premises and all of its related property and any Airport property is damaged by the act or omission of the Lessee, its agents, officers, employees, contractors, sublessee and subcontractors, the Lessee shall pay to the County, upon demand, any amount which the County reasonably determines is necessary to repair or replace the premises or the property. The Lessee may, at its option, repair or replace the damaged property but only if done to the satisfaction of, and within a reasonable time period specified by, the County.

ARTICLE 24
SUBLEASE; SUBCONTRACTS

The Lessee shall not sublease the Leased Premises nor any part of the Leased Premises, nor subcontract any operation or service it performs or is permitted to perform, without the express written consent of the County. At a minimum, the County will require, prior to giving any consent, (1) all information required by pertinent sections of the Minimum Standards Ordinance, if applicable to the requested sublease or subcontract, including but not limited to sections 4 and 5 of that Ordinance, and (2) a written agreement between the Lessee and the sublessee or subcontractor which must be approved by the County.

The Lessee shall at all times assume total responsibility for the acts and omissions of a sublessee and subcontractor.

ARTICLE 25
COUNTY REPRESENTATIVE

The Airport Manager is the official representative of the County for the administration and enforcement of this Agreement.

**ARTICLE 26
SUBORDINATION**

This Agreement is and shall be subordinate to any existing or future Agreement between the County and the United States regarding the operation or maintenance of the Airport.

**ARTICLE 27
COMPLIANCE WITH THE LAW**

At its own expense, the Lessee shall comply with all laws of the United States and the State of Wisconsin, all applicable local ordinances, and all rules and requirements of any law enforcement, fire department or other municipal agency. At its own expense, the Lessee shall obtain any and all permits and licenses which may be necessary for any activity at the Airport for which a license or permit is required. The Lessee shall not do or allow to be done anything at the Airport which is in violation of, or prohibited by, any law, ordinance, rule, requirement, permit or license. If the attention of the Lessee is called to any such violation, the Lessee will immediately desist from or cause to be corrected such violation.

**ARTICLE 28
GOVERNING LAW
VENUE FOR DISPUTES**

This 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 Agreement shall be commenced and tried in the circuit court of Waukesha County, Wisconsin, and the County and the Lessee submit to the jurisdiction of the circuit court for such lawsuits.

**ARTICLE 29
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be taken to be an original, and all collectively but one instrument.

**ARTICLE 30
SEVERABILITY**

In the event that any provision in this 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 Agreement, provided that the invalidity of any such provision does not materially prejudice either the County or Lessee in their respective rights and obligations contained in the valid provisions of this Agreement.

**ARTICLE 31
INDEPENDENT CONTRACTOR STATUS**

Nothing in this Agreement is intended to nor shall be construed as in any way creating or establishing the relationship of partners between the County and Lessee or as constituting the Lessee as the agent or representative or employee of the County for any purpose of in any manner whatsoever. The relationship of the Lessee to the County is that of an independent contractor.

**ARTICLE 32
SURVIVAL OF OBLIGATIONS**

The Lessee shall be responsible for the obligations in Article 17 in perpetuity. Additionally, any payment obligations and repair obligation that exists as of the termination date of this Agreement shall extend until the obligation is satisfied.

**ARTICLE 33
ENTIRE AGREEMENT**

This Agreement contains and embodies the entire Agreement between the County and the Lessee and supersedes and replaces any and all prior agreements, understandings and promises on the same subject, whether they are written or oral.

**ARTICLE 34
NO ASSIGNMENT**

This Agreement may not be assigned, nor may any part of it be assigned, without the express written consent of the County.

**ARTICLE 35
HOLDOVER POSSESSION OF PREMISES BY LESSEE**

In the event that Lessee should hold over and remain in possession of any premises after the expiration of this Agreement or termination for any cause, the holding over shall be deemed not to operate as a renewal or extension of this Agreement and shall create a tenancy from month to month which may be terminated at any time by the Airport Manager or Lessee, upon notice as required to end month to month tenancies.

**ARTICLE 36
PARAGRAPHS HEADINGS**

All paragraph and subparagraph headings contained in this Agreement are for convenience in reference only, and are not intended to define or limit the scope of any provision.

**ARTICLE 37
NOTICES**

Notices to the County or Lessee 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

Lessee

Waukesha Flying Services, Inc.
2525 Aviation Drive
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.

All payments shall be made payable to Waukesha County Airport and sent to the attention of the Airport Manager at the County's address stated above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, this ____ day of _____, 2016.

Signed in the Presence Of:

WAUKESHA COUNTY

BY:

Kurt Stanich
Airport Manager

Signed in the Presence Of:

WAUKESHA FLYING SERVICES, INC.

BY:

Name:
Title:
Waukesha Flying Services, Inc.

EXHIBIT 1
(Terminal Diagram)

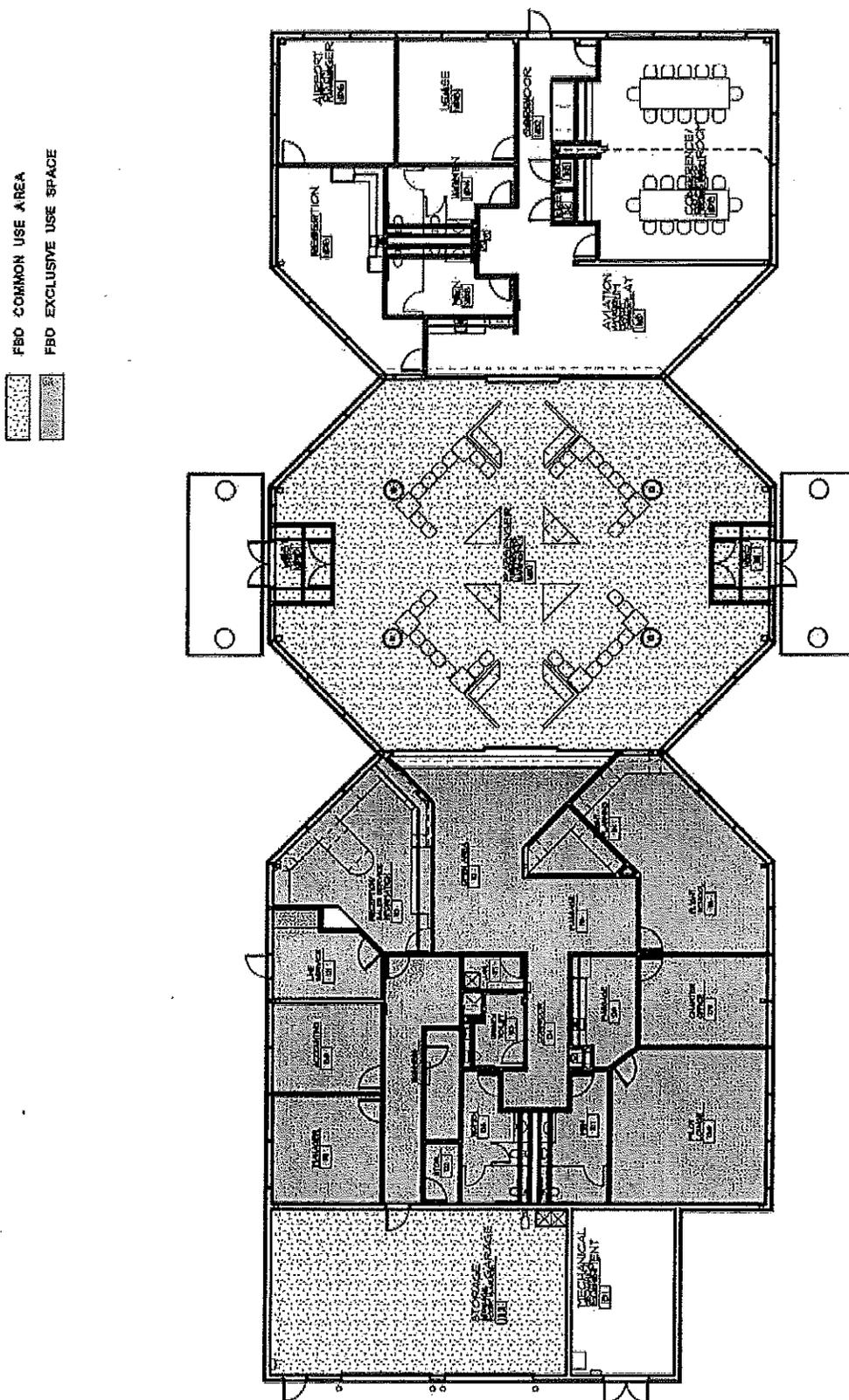


EXHIBIT 2 (FBO Leased/Managed Space Diagram)

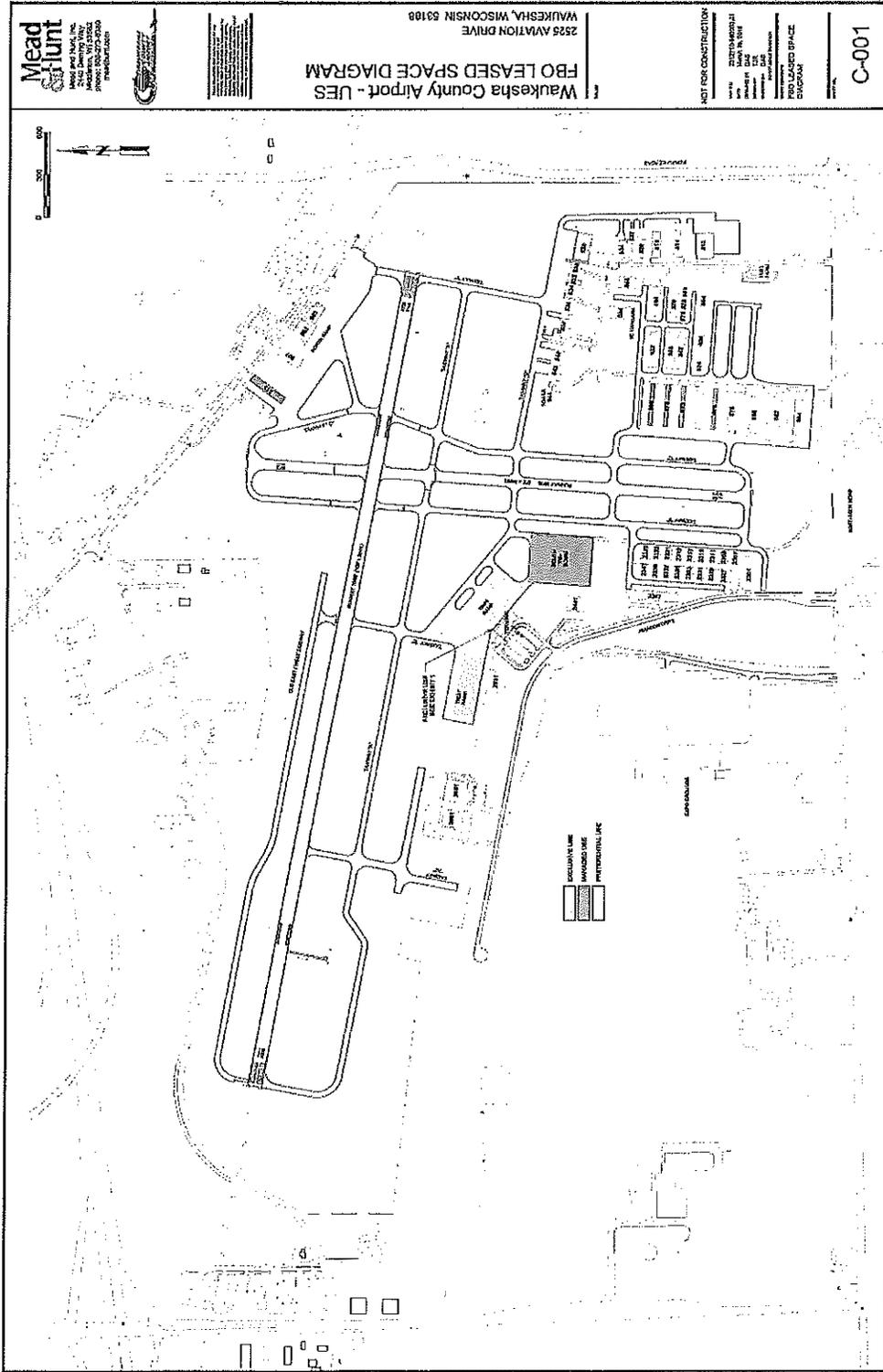


EXHIBIT 3
(Maintenance Building Repairs)

1. Windows on east side of building need glazing
2. At least 1 window on east side of building is cracked and needs to be replaced
3. Multiple light bulbs unlit throughout hangar
4. Multiple insulation tiles on hangar bay ceiling are missing and need replacement
5. Bottom of man-door frame on south side of building has corroded and needs repair
6. Weather stripping on outside of overhead doors needs replacement
7. Sheet metal on southwest corner of hangar needs repair
8. Gutter downspouts need to be extended away from building
9. Several areas need tuck pointing
10. Need to get copies of inspection reports for Modine heaters
11. Multiple electrical receptacles need to be upgraded to GFCI receptacles. Current GFCI receptacles should also be replaced as needed.

FISCAL NOTE

APPROVE NEW FIXED BASE OPERATOR AGREEMENT WITH WAUKESHA FLYING SERVICES, INC., D/B/A ATLANTIC AVIATION

This ordinance authorizes a new negotiated 22-year contract with the existing fixed base operator (FBO). The contract includes annual fixed revenues of about \$278,000* for leased space that will be adjusted by contract annually for CPI. The contract also includes annual projected variable revenues of \$243,000 for fuel flowage fees, T-Hanger revenue and tie-down fees. Total annual contract revenues are estimated at \$521,000, an increase of \$134,000 over the current contract (see table below).

The 22-year contract will also bring FBO investment in the airport terminal building of approximately \$1,000,000 (not to be less than \$750,000 without County consent) to renovate portions of the terminal building to provide a higher-quality appearance within one year. The FBO also plans to expand their current corporate hangar and construct a new one, estimated to be 30,000 square feet (not to be less than 20,000 square feet) within three years. The new hangar will allow for additional based aircraft at the airport that are projected to consume approximately 300,000 gallons of fuel annually when fully operational. The County receives \$0.10/gallon sold at the airport (unchanged). Annual contract increases along with the potential for fuel sales growth will allow for the potential to eliminate airport tax levy by 2021.

Additional Annual Revenue	Changes
\$49,500 for Terminal Ramp Space	The contract leases 165,000 square feet of ramp space adjacent to the terminal to the FBO for "preferential use." This maintains general public access, but grants the FBO exclusive rights to provide aeronautical services there. According to the Airport Manager, granting "preferential use" will make future ramp improvements ineligible for federal and state funding (typically 95% of project costs). However, the proposed contract makes the FBO responsible for maintaining (and potentially replacing) the ramp according to Federal Aviation Administration standards.
\$28,000 for Land Lease for New Hangar Building	The contract requires the FBO to construct a new hangar, within three years on leased airport land. The FBO will begin paying full land lease amounts when constructed or in the 4 th year, whichever is sooner.
\$9,000 for Land Lease for Existing Hangar	The contract specifies an increase in leased space to accommodate the FBO's plans to expand its existing hangar, to correspond with a future lease agreement.
\$17,500 for T-Hangar rentals, some of which is likely to be spent on additional maintenance.	The share of rental revenue of T-hangar rental revenue provided to the FBO will decrease from 25% to 10%. The FBO will continue managing the T-hangers, but the County assumes responsibility for more substantive repair and upkeep of the T-Hangars. The FBO will continue to manage the aircraft tie-downs on the South Terminal Ramp, sharing 50 percent of the rental revenue.
\$30,000 for Increased Fuel Flowage Fees when Hangar constructed	The County continues to receive \$0.10/gallon sold at the airport (not changed in this contract). The new hangar will allow for additional based aircraft at the airport that are projected to consume approximately 300,000 gallons of fuel annually, based on FBO estimates.
\$134,000	Total – The phasing in of this additional revenue will be mostly dependent upon how soon the FBO constructs the new hangar (impacting land lease and fuel flowage revenues).

Linda Witkowski

Linda Witkowski
Budget Manager
9/7/2016
WPD

*One existing lease, containing the aircraft maintenance building, will transfer to another tenant by November 2016, with no net fiscal impact to the County.

ADOPT FIVE-YEAR CAPITAL PROJECTS PLAN

1
2
3
4 WHEREAS, the County Board's Executive Committee completed its review of capital projects
5 proposed in the County Executive's (2017-2021) Capital Projects Plan, and
6

7 WHEREAS, the Executive Committee prepared a listing of recommended capital projects for
8 adoption by the Waukesha County Board of Supervisors as the Waukesha County Five-Year
9 (2017-2021) Capital Projects Plan, and
10

11 WHEREAS, the Waukesha County Board of Supervisors has completed its review and made any
12 changes through amendments to the (2017-2021) Capital Projects Plan.
13

14 NOW THEREFORE, BE IT HEREBY RESOLVED BY THE WAUKESHA COUNTY
15 BOARD OF SUPERVISORS that the Waukesha County Five-Year (2017-2021) Capital Projects
16 Plan, on file in the Office of the County Clerk, is hereby adopted.

1 ELIMINATE CIVIL SERVICE RECRUITMENT AND SELECTION FOR LAW
2 ENFORCEMENT POSITIONS, ABOLISH THE SHERIFF'S CIVIL
3 SERVICE COMMISSION, AND AMEND THE COUNTY
4 CODE OF ORDINANCES ACCORDINGLY
5
6

7 WHEREAS, Chapter 7, Sections 7-136 through 7-140 and Section 7-149 of the Waukesha
8 County Code of Ordinances established a civil service system for the hiring and promoting of
9 Deputy Sheriff, Detective, Captain, and Lieutenant positions, and created a Sheriff's Civil
10 Service Commission, and
11

12 WHEREAS, this civil service system mandates a prescribed testing, certification, and
13 recordkeeping process for the hiring and promoting of employees, and
14

15 WHEREAS, eliminating the mandates of a prescribed civil service system for Deputy Sheriff,
16 Detective, Captain, and Lieutenant positions would result in more efficient methods of
17 recruitment and selection, and
18

19 WHEREAS, the County has well-defined and established human resources policies and
20 procedures that cover the recruitment and selection of all County positions, and
21

22 WHEREAS, the repeal of Section 7-136 effectively results in the abolishment of the Sheriff's
23 Civil Service Commission, and
24

25 WHEREAS, two sections in Chapters 4 and 5 the County Code of Ordinances will amended to
26 remove reference to the Sheriff's Civil Service Commission.
27

28 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
29 that Section 7-136 of the Waukesha County Code of Ordinances shall be repealed, thereby,
30 abolishing the Sheriff's Civil Service Commission.
31

32 BE IT FURTHER ORDAINED that Sections 7- 137 through 7-140 and Section 7-149 of the
33 Waukesha County Code of Ordinances shall be repealed in their entirety.
34

35 BE IT FURTHER ORDAINED that Section 7-151(a) of the Waukesha County Code of
36 Ordinances shall be repealed and recreated to read:
37

- 38 (a) Persons shall be appointed to Deputy Inspector and Inspector at the discretion of the
39 Sheriff, provided that any person so appointed must hold the permanent rank of
40 Lieutenant or above in the Waukesha County Sheriff's Department at the time of
41 appointment and meets the minimum training and experience requirements of the new
42 position.
43

44 BE IT FURTHER ORDANED that Section 4-190(c)1 of the Code of Ordinances is repealed to
45 eliminate the reference to the Sheriff Civil Service Commission in the list of duties of the Human
46 Resources Committee and is recreated to read:
47

48 1. To act as the committee of budget and policy oversight for the office of county
49 board, the office of county executive, the office of corporation counsel, the office of
50 county clerk, and the sheriff grievance committee.
51

52 BE IT FURTHER ORDAINED that Section 5-2, subsection 2 of the Code of Ordinances is
53 repealed to eliminate the reference to the Sheriff Civil Service Commission in the list of
54 appointments to board and commissions that are made by the county executive and subject
55 confirmation by the county board and is recreated to read:
56

57 2. *Board and Commissions*

58 Airport Operations Commission
59 Community Development Block Grant Board
60 Health and Human Services Board
61 Federated Library System Board
62 Park and Planning Commission
63 Southeast Wisconsin Regional Planning Commission appointees
64 Veterans Services Commission
65 Waukesha County Housing Authority
66 Zoning Board of Adjustment

1 APPROVE THE 2017 EMPLOYEE RETENTION/SEVERANCE POLICY

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

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

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

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

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

19
20 THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WAUKESHA ORDAINS
21 that following Employee Retention and Severance Policy be approved for 2017:

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

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

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

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

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

FISCAL NOTE

EMPLOYEE RETENTION/SEVERANCE SALARY AND BENEFITS POLICY

In the course of developing the proposed budget for any given year, positions may be abolished, or funding reduced (most are typically vacant) for various departments. This ordinance authorizes a benefit policy for County employees that may be laid off in 2017. It does not cover employees who terminate their employment voluntarily prior to their layoff, or who accept employment in another County position or who decline such employment.

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

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

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

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

About \$65,000 was spent for severance/retention in 2015, mostly associated with the Shelter Care transition. The County has budgeted \$40,000 in 2016, of which about \$29,000 has been expended to date. The 2017 proposed budget includes \$40,000 for retention/severance. Future Non-Departmental budget proposals will include estimates for the impact of this policy based on anticipated staffing changes. Any costs related to the tuition assistance benefit will be absorbed in the Department of Administration Human Resources budget.



Lawrence M. Dahl
Accounting Services Manager