

AUGUST 10, 2010
WALWORTH COUNTY BOARD OF SUPERVISORS
MEETING

The Walworth County Board of Supervisors meeting was called to order by Chair Russell at 6:02 p.m. in the County Board Room at the Walworth County Government Center, 100 W. Walworth Street, Elkhorn, Wisconsin.

Roll call was conducted and the following Supervisors were present: Richard Brandl, Jerry A. Grant, Randy Hawkins, Kathy Ingersoll, Vice-Chair Daniel G. Kilkenny, Carl Redenius, Joe Schaefer, Rick Stacey, Russ Wardle, David A. Weber, and Chair Nancy Russell. Absent: 0. All members were present.

Kathy Ingersoll, Walworth County Board Supervisor, District # 6, delivered the invocation.

Amendments, Withdrawals, and Approval of Agenda

On motion by Supervisor Hawkins, seconded by Supervisor Schaefer, the evening's agenda was approved.

On motion by Supervisor Kilkenny, seconded by Supervisor Weber, the agenda was amended as follows: Communications and Items to be Referred, item 5, Presentation by the Fairest of the Fair, Maura Wieners, to immediately follow approval of the minutes; Health and Human Services Board, item 1, Resolution No. 40-08/10 – Recognizing Liza Drake for Receiving Public Policy Forum Leader of the Future Award, be moved to immediately follow the Fairest of the Fair presentation; and, Comment Period for Items Not on the Agenda to immediately precede the Closed Session.

Approval of the Minutes

On motion by Supervisor Stacey, seconded by Supervisor Schaefer, the minutes of the July 13, 2010 Walworth County Board Meeting were approved by voice vote.

County Administrator David Bretl said that it is a tradition that goes back many years that at the August meeting, the Fairest of the Fair addresses the County Board and public as to what is going to happen at the County Fair.

Maura Wieners, 2009 Fairest of the Fair, Town of Spring Prairie, thanked the County Board for their support of the Fair throughout the years and asked for their continued support. She invited everyone to the 161st Walworth County Fair which will take place September 1 through September 6 at the Fairgrounds. She said that this year the Butterfly Garden is in a new permanent structure in the Barnyard Adventures section. Ms. Wieners listed the Grandstand entertainment for this year: Wednesday, truck and tractor pulls; Friday, Josh Turner and Gloriana; Saturday, Gretchen Wilson; Sunday, the Beach Boys, and Monday, the Demolition

Derby. She distributed Flyers to the Supervisors and said that this year they are also promoting the Hispanic population in Walworth County and there will be a Hispanic Band performing at the Park Stage.

On motion by Supervisor Schaefer, second by Supervisor Brandl, Health and Human Services Board, item 1, **Resolution No. 40-08/10** – Recognizing Liza Drake for Receiving Public Policy Forum Leader of the Future Award, was approved by voice vote. Ms. Drake came forward and Chair Russell read the resolution. Chair Russell said that Liza Drake is the Supervisor of the Crisis Intervention Unit in the Walworth County Department of Health and Human Services, and that under her leadership the Crisis Intervention Unit became state certified to provide Emergency Mental Health Services, which allowed the County to recoup Medicaid dollars for services thereby saving taxpayer dollars. The number of emergency hospitalizations in the County has been greatly reduced since Ms. Drake has taken over supervision of the Unit; and she has helped the department to build strong partnerships with local law enforcement agencies, which has included providing increased training opportunities in crisis intervention. She said Ms. Drake was nominated and selected for the Public Policy Forum Leader of the Future Award and was presented with the award at the Public Policy Forum “Salute to Local Government” Awards Presentation. Ms. Drake thanked the Board for the recognition and said that she was very honored to be nominated and to have won the award.

Comment Period by Members of the Public Concerning Items on the Agenda

Chair Russell stated that a few of the comment cards we received are regarding a zoning issue which were a matter of public hearing; however once a public hearing is closed, we do not accept comments from the public. Administrator Bretl said that if public comment is allowed at this meeting the zoning hearing is not closed and it continues on.

Clerk Bushey stated that Public Comment Cards were received from Joan Rietz and Susan Magnuson; however, they are both regarding a zoning matter and we cannot accept public comment on zoning issues as discussed previously.

Mary Burpee, 609 W. Walworth Street, Elkhorn, addressed the Board regarding size of the County Board. Ms. Burpee said she supports increasing the size of the County Board. She said she is not a Government employee but her work over the years has taken her to many Board meetings across the counties. She said although she does not always agree with the outcome of the meetings, she appreciates the work and the time it takes to accomplish that work. She said she wanted to go on record to support increasing the size of the County Board. She wants her County Board Supervisor to have time to talk to her and listen to her concerns. She doesn't think that it is fair for them to put their own lives on hold to do their work; however, we do expect them to spend time on County issues so that they can make rational decisions.

Jennifer Karr, N7966 Westshore Drive, Elkhorn, addressed the Board regarding size. She said she has educated herself on county board size to determine what is a reasonable Board size. She went to the website to check out other counties. She said she also took a poll of her neighbors and they are also opposed to increasing the size of the Board. She presented a petition with 23

signatures opposing the increase in county board size. She said she believes that any increase would increase taxpayer money and working more efficiently should be the goal.

Jim Simons, N6292 Paradise Drive, addressed the Board regarding Board size. He said that two years ago the people voted to make the County Board smaller. He said that most of the Supervisors knew about the workload when they ran for office and they should not complain about the workload. He thinks increasing the number of Supervisors is a bad idea.

Lauren Waite, W5490 County Road A, Elkhorn, thanked the Board for allowing him to address the issue. He said he thinks he has a good idea about the workload of a member of the Board. He said that when Supervisors have to be on so many committees they have to spread themselves pretty thin. He said he was against the size of 11 at the time that the group campaigned to downsize from 25 to 11, he does not think that 11 members is enough to represent 16 townships, eight villages, and four cities, and he thinks that the Board size should be increased.

Patricia Simons, 1698 Brandi Street, Lyons, said she is against increasing the size of the Board. She said, as a small business owner, she would also like to hire more people but it is not fiscally responsible. She said that government needs to be more fiscally responsible and has to find a way to be more efficient.

Bret Strong, Citizens for Responsible Government, N9159 Maple Street, East Troy, addressed the issue of Board size. Mr. Strong said he is the one that instigated the downsizing of the County Board. He said the downsizing wasn't about saving money but about the Board making more rational decisions. He said if the Board tries to increase, the group will reduce the size to nine. He said the taxpayers cannot afford any more budget increases and there is no reason that they can't do the job with eleven members.

Robert Arnold, N6202 Foster Road, Elkhorn, said that last time he addressed the Board was when he was on the County Board. He said he was in favor of dropping the number of members to 11 by a vote of the people. He congratulated Mr. Bretl for very efficiently changing the committee system and the membership of the committees. He said he didn't run for office after the Board downsized but most of the Board members are from the old Board and they knew what they were getting into and they willingly took on the job. He said there are also new faces on the Board and that is always a good thing. He said Board members basically set policy and he thinks 11 is adequate to set policy.

Dorothy Burwell, N4836 County O, said the size of county boards has been discussed ever since the law was changed a few years ago. On December 17, 2000, a Blue Ribbon Commission Report set the size of the Board at 25. She said that having served herself on the County Board she knows the amount of work. She said when she was a County Board Supervisor she recorded the amount of hours she worked as a Supervisor, and excluding conferences attended, it was 35 to 40 hours a month. Most of those hours occurred during committee week. She said although that does not sound like much, many Supervisors have full-time jobs and families. She said when there was a 25-member board, issues were discussed at the Board meetings and not the committee level, and there was more press coverage at the Board meetings. She said in her

research during the time of downsizing, she found that many counties with 5 supervisors are full-time Supervisors with much higher salaries and full-time staff.

Goeff Hale, 599 S. Franklin, Whitewater, President of Home Lumber Company in Whitewater. He said they also own and operate three other businesses in Whitewater. He has been a director of WCEDA since 2008 and currently serves as WCEDA Secretary. First, he said he wanted to thank County Board Supervisors who support WCEDA. He said this Economic Board has worked hard to establish this organization as the voice of Walworth County. He encouraged the Board not to rely on one person's comments to make an informed decision. He said he thinks County businesses are worth the investment. Economic development is a competitive game and he said we should find a way to support business in Walworth County.

Doug Wheaton, 247 Ridge Lane, Waltham, MA, addressed the board and said he will be the new Executive Director of WCEDA. He said he will actually start next month but he did want to be here to introduce himself tonight. He said it was nice to see a few familiar faces from his days as Governmental Affairs Director for the Wisconsin Realtors Association and he said he looked forward to meeting everyone else and to working again in Walworth County.

Kim Howarth, President of WCEDA, 508 Laurel Hts., Delavan, said he was there to encourage the Board to support the resolution to continue the funding of WCEDA. He said that now is not the time to consider terminating funding for economic development. He said we need jobs in Walworth County and businesses are asking for a voice in Walworth County. He said that an economic study put out by the State suggested partnering with State organizations including education, manufacturing, and health care. WCEDA has put together an 18-member board of all the necessary fundamentals in Walworth County which are the very things they recommend in the economic study. He asked the Board not to destroy this organization.

Michael Van Den Bosh, 612 Outlook Drive, Twin Lakes, addressed the Board regarding WCEDA. He said he has been the Interim Executive Vice President of WCEDA since Fred Burkhardt's departure. He wanted to comment on some of the concerns, such as the \$100,000 grant received from USDA Rural Development Bureau. The grant was not for an administration loan fund but was for the organization to be able to continue its mission. WCEDA recently ran one of its first entrepreneurial training courses which started with 15 people and not four WCEDA members as was stated. Those four people were from Rock County and different areas in Walworth County and not WCEDA members. He said he has done his best to answer the questions concerning the organization.

Kevin Palucit, Chief Operating Officer, Geneva National Golf Club, and President of the Geneva National Foundation, 1730 Wales Ct., Lake Geneva, expressed support for WCEDA. He said there have been four economic summits hosted by Geneva National in which approximately 100 different businesses were represented and they said that there are issues that need to be addressed and we need a voice in the community. One of the major results of the summits was that WCEDA expanded their Board to include hospitality, health care, and agriculture. He asked that the County Board please consider extending the funding for WCEDA.

Special Order of Business

- Discussion Regarding County Board Size Following 2010 Decennial Census

Supervisor Grant began the discussion giving his reasons why the Board size should be increased and why it is important that it be done at this time. He said that timing is very critical for expenses. Because of the census, by law, the district has to draw new boundaries anyway. Once we get the census results there is a specific time when the new districts have to be drawn and he said that time is of the essence because the census redistricting will begin soon. He said that as the population increases there is less County representation for each County resident. He said he is not asking for a wage increase. The statement that the smaller board would bring more competition at election time has been proven to be false. He said he believes the committees cannot be combined any more than they already have been. He said we have experienced some problems for committee meetings because of a lack of quorum. Also, at the present time the number of Supervisors limits possible candidates as the person either has to be retired or a private business owner who can give up a lot of business time. He thinks that the more diversity we have in Board members, the more ideas that would help the County.

Supervisor Hawkins said that he is opposed to increasing the size of the County Board. He said he serves on seven committees, has a full-time job, and is involved in a volunteer organization. He doesn't think it would be economically wise to increase the Board at this time.

Supervisor Kilkenny said he agrees with everything that Supervisor Grant said, we should have stayed at 25 Board members and he does also question the representation issue; however, the people have voted and they wanted the Board to be at 11 and he thinks two years is too recent to change that.

Supervisor Stacey does not support an increase and does not think this is the time to increase the size of the County Board.

Supervisor Schaefer said that a couple of years ago he opposed downsizing but now he has found with 11 Supervisors that the Board is running a smooth operation with a lot of help from our Administrator.

Supervisor Wardle said he knew that if he would be a Supervisor he could expect to commit to many hours. He said it is time consuming but he thinks the Board is a good size and we are at a good place.

Supervisor Grant said he is not complaining about the amount of time it takes but that most of his constituents told him that they thought the referendum was advisory and he thinks 15 would be a better number. Supervisor Kilkenny said that he thinks 15 would be better representation, also, but the people voted and we should follow that recommendation.

Administrator Bretl said that it was not the intent of the Executive Committee to move the idea of 15 members, but to hold discussion. He said that there is no need to take any action at tonight's meeting. He thinks the Executive Committee could discuss this issue and take action if they so choose.

On motion by Supervisor Brandl, seconded by Supervisor Schaefer, Daniel J. Szczap and Gen Krahn-Reed were appointed to the Walworth County Housing Authority Board; the following were appointed to the Walworth County Workforce Development/W-2 Community Steering Committee: Saul Arteaga, Thomas Lothian, Joe Cardiff, Marilyn Putz, Charles Colman, Nancy Russell, Lisa Furseth, Penny Scheuerman, Brianna Fox, Cindy Simonsen, Michael O'Donnell, Eric Wentz; and, Jerry Kroupa, Keefe Real Estate, Kevin Williams, Emergency Management Director, Dr. Kurt Bauer, Surveyor, Craig Workman, Director of Public Works, Village of Fontana were appointed to the Land Information Advisory Council, by voice vote.

Communications and Matters to Be Referred

Chair Russell announced that unless there was a request for an individual communication to be discussed, the Clerk would dispense with the reading of each title and the Chair would direct that all communications be referred or placed on file as indicated on the agenda.

1. Claims Received After Agenda Mailing
2. Claims: a) Summons & Complaint-Marianne Armaganian vs Walworth County; b) Notice of Lawsuit and Request to Waive Service of a Summons and Complaint-United States of America v. Joseph A. Caravette, et al. were referred to the Executive Committee.
3. Communication from the Department of Children and Families regarding the audit report related to DCF awards was referred to Health and Human Services.
4. Communication from State Representative, Samantha J. Kerkman, regarding receipt of Res. 36-07/10 relating to the segregated Transportation Fund was placed on file.
5. Communication from David A. Bretl, County Administrator, regarding a 5-minute presentation by the Fairest of the Fair, Maura Wieners was placed on file. (It is anticipated that the County Board will suspend its rules and consider the request and permit the Fairest of the Fair to make a short presentation at tonight's meeting)
6. Report of the County Clerk Concerning Communications Received by the Board and Recommended to be Placed on File
7. Report of County Clerk Concerning Communications Received by the Board After the Agenda Mailing-The following items were placed on Supervisors' desks:
 - Notice of Claim – Luther Bell – Letter from Attorney regarding Notice of Claim filed on May 28, 2010 and request for payment for damages – To be referred to the Executive Committee
 - Correspondence from Mary Beth Peranteau, Attorney, for Daniel and Mary Adams, Dr. Thomas V. Powell and Diana Briley Powell in opposition to the Dean Chudy Application for Rezone of 5.58 Acres, Town of Bloomfield (Powers Lake) and the District of Powers Lake Board Commissioners – To be placed on file
 - Ozaukee County Resolution No. 10-20 – Repeal of 2009 Wisconsin Act 28 with Regard to Prevailing Wage Requirements – Previously referred and will be placed on file
 - Correspondence from Steve Fetting, CFO, Tankcraft & Plasticraft Corporations, Darien, WI, regarding funding of WCEDA with taxpayer monies – To be placed on file
 - *Walworth County Senior Review*, August, 2010 – To be placed on file
8. Report of County Clerk Concerning Zoning Petitions (To be referred to the County Zoning Agency)
- Frandolig Family Loving Trust dated April 11, 1991 (John E. Frandolig, Trustee) (Tom Svanstrom, App.), Town of Linn, A-3 to R-1

- Toynton Trust (Cindy Toynton Dixon)/Threatte Family Ltd. Partnership (Warren Hansen, App.)
- Department of Natural Resources c/o Walworth County, Town of Geneva, Creation of a shoreland area on an unnamed stream to Como Lake based on DNR navigability determination
- Ordinance Amendment to Walworth County Code of Ordinances Subdivisions, Sections 58-4.3, 58-4.5 and 58-4.10

Item 5, Communications and Matters to be Referred, was addressed earlier in the meeting.

Unfinished Business

New Business

Reports of Standing Committees

County Zoning Agency Report of Proposed Zoning Amendments

1. James R. and Linda Taylor, Town of East Troy, Rezone .75 acres of A-1 to A-4 – approved 6 – 0 (7-15-10 public hearing)
2. Dean Chudy (Warren Hansen, App.), Town of Bloomfield, Rezone 5.58 acres of R-1 to M-1 – approved 6 – 0 (7-15-10 public hearing)
3. Mefit Dauti, Town of Geneva, Rezone 1.43 acres of C-1, B-2, B-3, & C-4 to A-5, B-3, C-4 & C-1 – approved 6 – 0 (7-15-10 public hearing)
4. First Banking Center, Inc. – John Smith/Burco Holding, LLC (LandCraft Survey & Engineering, Inc. – Mark C. Taylor, App.), Town of Geneva, Rezone 27.30 acres of C-1, C-4 & R-1 to C-1, C-2, C-4 & R-1 – approved 6 – 0 (7-15-10 public hearing)
5. Norlan Rowbotham, Town of Walworth, Rezone 2.44 acres of C-2 to C-3 – approved 6 – 0 (7-15-10 public hearing)

Supervisor Kilkenny requested that item 2, Dean Chudy (Warren Hansen, App.), Town of Bloomfield, be removed from the motion for discussion.

Supervisor Schaefer offered a motion, seconded by Supervisor Grant, to approve items 1, 3, 4, and 5 of the County Zoning Agency Report.

On motion by Supervisor Schaefer, seconded by Supervisor Grant, item 1, James R. and Linda Taylor, Town of East Troy, item 3, Mefit Dauti, Town of Geneva, item 4, First Banking Center, Inc. – John Smith/Burco Holding, LLC (LandCraft Survey & Engineering, Inc. – Mark C. Taylor, App.), Town of Geneva, and item 5, Norlan Rowbotham, Town of Walworth, were approved as recommended by the County Zoning Agency by voice vote.

Supervisor Hawkins offered a motion, seconded by Supervisor Schaefer, to send item 2 back to the County Zoning Agency for further consideration. Discussion ensued.

Supervisor Hawkins said that he would like further consideration based on the number of people who contacted him and expressed concern. Supervisor Stacey said that the committee discussed each one of the issues and doesn't think it is necessary that it be sent back. Supervisor Schaefer said he believes it is a safety issue as it is a narrow road and he thinks it should be discussed again. Supervisor Kilkenny said his concern was the number of people who wanted to speak tonight and perhaps did not have a chance to speak at the original hearing; and, there was also another letter in the packets tonight and he thinks it deserves another look. He said the bigger concern he had was regarding the Smart Growth Committee and the issue of map changes. He said there was a letter from an Attorney for the neighbors questioning whether we needed a map change and said we have to be very careful that we are setting precedent and taking short cuts. Supervisor Kilkenny said he agrees with the motion to send it back. Supervisor Hawkins said he did ride over there and he feels there is definitely a safety issue that needs to be addressed and it would be better to err on the safe side and send it back.

Supervisor Stacey asked Michael Cotter to address the Smart Growth issue. Cotter read a section of the draft minutes from the County Zoning Agency meeting regarding the Dean Chudy rezone: "A motion and second to APPROVE was made by Supervisors Weber and Wardle, based on the determination that it is consistent with the Land Use Plan in that the area where the proposed new warehouse is going to be located is infill into an area that is already being used for commercial-type activities. Supervisor Weber said this meets that parameter. The motion carried 6-0."

Supervisor Grant said he remembers reading the minutes of the hearing and not all of that land matches the 2035 plan and he thinks there should be a change in the ordinance. He said if that is the case then the ordinance should have been changed before this zoning request was allowed. He asked if the zoning committee considered if the owner requested approval for expansion at some point in time when he got the permit 15 years ago. Cotter said that if it is decided to send it back to committee, the agenda will be amended for the August 19, Thursday hearing. Cotter said it won't be a public hearing on August 19 but the committee could send it for another public hearing. He said the meeting starts at 3:00 p.m. and if it goes back it will be discussed at approximately 4:00 p.m. The discussion of the land use plan was considered at the committee level. Supervisor Wardle commented about safety and said there is a business there already and there will be an increase in truck traffic; but that truck traffic is already there and it has been for some time. Supervisor Stacey said that if this does get sent back to committee, he would appreciate it if the Supervisors could be at the meeting to discuss it and give their input.

The motion to send item 2 back to committee for further discussion was approved by voice vote. Supervisors Weber, Stacey, Brandl, and Wardle requested that their votes be recorded as No.

Executive Committee

1. Ordinance No 630-08/10 – Creating Division 4 of Article III of Chapter 2 of the Walworth County Code of Ordinances Relating to the Land Information Council-*Vote required: Two-thirds* (Recommended by the Executive Committee 4-0)

2. Resolution No. 41-08/10 – Urging the State Legislature and the Governor to Rescind Changes Made to the State's Prevailing Wage Laws Effective January 1, 2010-*Vote required: Majority* (Recommended by the Executive Committee 4-0)
3. Resolution No. 43-08/10 – Supporting Continued Funding of the Walworth County Economic Development Alliance, Inc. *Vote required: Majority* (Recommended by the Executive Committee 3-1)

Supervisor Weber offered a motion, seconded by Supervisor Grant, to approve item 1, Ordinance No. 630-08/10. On motion by Supervisor Grant, seconded by Supervisor Brandl, **Ordinance No. 630-08/10** was approved by unanimous consent.

On motion by Supervisor Grant, seconded by Supervisor Weber, item 2, **Resolution No. 41-08/10** was approved by voice vote.

Supervisor Grant offered a motion, seconded by Supervisor Ingersoll, to approve, item 3, Resolution No. 43-08/10. Discussion ensued.

Chair Russell asked Administrator Bretl to give the background on this resolution. Bretl said the budget process in the past was to bring items to the County Board before the budget process began in the fall and that was putting the cart before the horse; however, WCEDA is at a point where they need to know about funding. He said he has budgeted for economic development in the past and would endorse WCEDA again. He said he can tell some organizations that they will be included in the budget but he cannot share that same confidence with the WCEDA directors. Although it will not be binding, Bretl encouraged the Board to give an opinion this evening as to whether the County will fund WCEDA in November.

Supervisor Hawkins said he is not anti-business and he doesn't think anyone on the Board is anti-business; but he does not think WCEDA should be funded with taxpayer money. He thinks the members should take responsibility and support the organization themselves.

Supervisor Grant said he believes we need economic development in Walworth County especially at this time with the bad economy. He said WCEDA does need a good leader, a new leader has now been hired, and he thinks that he will be very good. He said Walworth County needs to fund WCEDA for at least one more year to give them a chance to show that changes have been made for the good of the County.

Supervisor Kilkenny said he was surprised by the personal attacks during public comment period but that is part of the job. However, he doesn't like the comments that he is anti-business or that the request for information is harassment because he has concerns about WCEDA or has a free enterprise philosophy. He said some of the Supervisors here were on the Board in 2005 when he spoke as a citizen expressing similar concerns. He said at that time Chair Lohrmann said that there would be thorough reviews and money would be in the budget but it would be reviewed for success. Since he has been on the Board he has not seen that happen. He said his comments back then were before Mr. Burkhardt and Mr. Howarth were on the WCEDA Board; none of his comments are personal and he has been making the same comments since 2005. He said he has been self-employed since 1982, his 20-year old son formed his LLC last year at age 19 and the

claim that he is anti-business is nonsense. He said that he wanted to make it clear he has nothing against Kim Howarth or the WCEDA Board and their character is not at issue. He said that what is at issue are general principles of governance, economics, the history of the organization and our fiduciary responsibility to the taxpayers of the County. He said he feels that it is a mistake to assume that groups like WCEDA will spend the peoples' money more efficiently or more wisely than the people investing it themselves. We expense WCEDA out of the County's treasury and there is no return on investment for the taxpayer. He said every year we have been told that things have been getting better but things are not improving but deteriorating. He thinks the time has come to deny funding and urges a No vote on the motion.

Supervisor Wardle said that the Pastor that spoke tonight is his Pastor and he wants to help the businesses in the County, but he thinks that businesses have to stand on their own feet. He said they need to plan to become independent and he thinks that there is renewed interest in WCEDA from businesses. He is concerned with the findings of things that have happened in the past. He will not vote for a full \$50,000 unless there is an exit strategy.

Supervisor Grant said he believes that we do get money back from our investment with WCEDA from the standpoint that employment is kept or gained in Walworth County through WCEDA's help and we get tax money from the wages that those people make. He said there has never been a promise that WCEDA would get money indefinitely but we are promising to support them for one more year.

A roll call vote was held regarding Resolution No. 43-08/10. Total vote: 11; Ayes: 6 – Grant, Ingersoll, Schaefer, Stacey, Weber, Russell; Noes: 5 – Brandl, Hawkins, Kilkenny, Redenius, Wardle; Absent: 0. **Resolution No. 43-08/10** was approved.

Finance Committee

1. Ordinance No. 624-08/10 – Amending Chapter 30 of the Walworth County Code of Ordinances Relating to Business Expense Reimbursements-*Vote required: Majority* (Recommended by the Finance Committee 5-0)
2. Ordinance No. 625-08/10 – Amending Section 30-286 of the Walworth County Code of Ordinances Relative to Clerk of Courts Fees-*Vote required: Majority* (Recommended by the Finance Committee 5-0)
3. Ordinance No. 626-08/10 – Amending Section 30-288 of the Walworth County Code of Ordinances Relative to Use of Credit/Debit Cards-*Vote required: Majority* (Recommended by the Finance Committee 5-0)
4. Ordinance No. 627-08/10 – Amending Sections 30-171 Through 30-182 of the Walworth County Code of Ordinances Relating to Fund Balance-*Vote required: Majority* (Recommended by the Finance Committee 5-0)
5. Ordinance No. 628-08/10 – Creating Division 4 of Article III of Chapter 30 of the Walworth County Code of Ordinances Relating to Public Service Organizations-*Vote required: Majority* (Recommended by the Finance Committee 5-0)
6. Ordinance No. 629-08/10 – Amending Section 30-156 of the Walworth County Code of Ordinances Relating to the Use of Donations and Fundraising-*Vote required: Majority* (Recommended by the Finance Committee 5-0)

On motion by Supervisor Stacey, seconded by Supervisor Weber, **Ordinance No. 624-08/10, Ordinance No. 625-08/10, Ordinance No. 626-08/10, Ordinance No. 627-08/10, Ordinance No. 628-08/10, and Ordinance No. 629-08/10** were approved by voice vote.

Health and Human Services Board

1. Resolution No. 40-08/10 – Recognizing Liza Drake for Receiving Public Policy Forum Leader of the Future Award-*Vote required: Majority* (Recommended by the Health and Human Services Board 6-0)

Resolution No. 40-08/10 was considered and approved earlier in the meeting.

Human Resources

1. Ordinance No. 631-08/10 – Repealing and Recreating Article IV of Chapter 15 of the Walworth County Code of Ordinances Relating to Employee Reimbursements-*Vote required: Majority* (Recommended by the Human Resources Committee 4-0)

2. Ordinance No. 632-08/10 – Amending Section 15-17 of the Walworth County Code of Ordinances Relating to Clerical Positions in Public Works-*Vote required: Majority* (Recommended by the Human Resources Committee 4-0)

3. Ordinance No. 633-08/10 – Amending Sections 15-357 and 15-359 of the Walworth County Code of Ordinances Relating to Special Pay for Certain CDEB Employees-*Vote required: Majority* (Recommended by the Human Resources Committee 3-1. The Children with Disabilities Education Board voted 3-0 against the recommendation of the Human Resource Committee to amend the Ordinance.)

4. Resolution No. 42-08/10 – Implementing Changes in Wages and Benefits for Certain Casual Employees-*Vote required: Majority* (Recommended by the Human Resources Committee 4-0)

Supervisor Kilkenny requested that item 3, Ordinance No. 633-08/10, be considered separately.

On motion by Supervisor Grant, seconded by Supervisor Ingersoll, item 1, **Ordinance No. 631-08/10**, item 2, **Ordinance No. 632-08/10**, and item 4, **Resolution No. 42-08/10**, were approved by voice vote.

Administrator Bretl explained that there are conflicting committee reports regarding Ordinance No. 633-08/10. The controversial section of the document in the packet started on line 17.

Supervisor Kilkenny said that the Children with Disabilities Education Board recommended it at the 110% level and the Human Resources committee approved it at 100%. Supervisor Kilkenny offered a motion, seconded by Supervisor Hawkins, to approve Ordinance No. 633-08/10 and the Human Resources Committee recommendation. Supervisor Hawkins offered a motion, seconded by Supervisor Weber, to amend the ordinance to change line 18 from 100% to 110%. Discussion ensued.

Supervisor Wardle said that when teachers take on summer school they do not get full salary and the Human Resources Committee did not think that they should receive more than a full-time

salary. Supervisor Weber said that we are not comparing apples to apples here regarding compensation but he would liken it to overtime because this would be a 200-day person asked to put in 205 or 210 days and there is a massive amount of reporting. Supervisor Kilkenny said that, as stated on line 19, this would be at the discretion of the director of special education and director, whether they get 100% or 110%. The option the director would have would be to contract out the services which would be twice as much. He said there may be a benefit to employees but if we look at the bigger picture it would avoid something more expensive and he is in favor of the amendment.

Chair Russell asked Vice-Chair Kilkenny to take the Chair so that she could address the Board. She said if you look at the rates of pay, and if you take the rates times 2080 hours, that equates to a very respectable salary. She is not advocating that these managers not be paid for their work but she can't support the 110% pay and she will vote no to the amendment.

Chair Russell resumed the Chair.

Supervisor Kilkenny said that the Policy and Fiscal Note states that the additional cost is minimal but we may end up with far greater costs. He will vote yes to the 110% amendment. The motion to amend the ordinance to 110% was approved by voice vote. Supervisors Russell, Brandl, Wardle, Redenius, Stacey requested that their votes be recorded as No. The motion to approved **Ordinance No. 633-08/10, as amended**, was approved by voice vote. Supervisor Russell, Brandl, Wardle, Redenius, and Stacey requested that their votes be recorded as No.

Comment Period by Members of the Public Concerning Items Not on the Agenda

Paula McGowen addressed the Board regarding drug court. Ms. McGowen said she is an advocate of drug court and mental health. She said that the last time she spoke before the Board she made a plea for drug court to be started in Walworth County. She thanked Supervisor Weber and the Executive Committee for taking steps to make that a possibility in the future. She said that in Walworth County there are many people who need the help of a drug court and thanked the Supervisors for looking into the drug court for the future.

Dorothy Burwell, Chair, Town of Delavan, N4836 County O, addressed the Board regarding the Lakeland Animal Shelter. She said that for many years the Lakeland Animal Shelter has served the needs of the constituents of Walworth County. She said she believes the County has recently signed a contract with the Shelter and she commended the Board for doing so. She said the Town of Delavan was involved in a rather difficult issue involving the animal shelter and several animal rights groups. She said as town chair, she would like the Board to know that Kristen Perry, Director of the Shelter, was professional with all of her dealings with the Town Board. Kristen treated the Town Board with respect and dignity and she will personally be forever grateful for that. Burwell said that she has a friend at Lakeland Rehabilitation Center and she expressed to her how wonderful the staff and facilities are and the Board should be proud of that. Burwell also said as President of the Southeastern Area Wisconsin Land and Water Association she would like to invite the Board to the fall tour to be held in Washington County on September 23, which will include a tour of Butler Ridge Wind Farm and Germantown Swamp Wetland Gym among other things. She said to contact Louise Olson if interested.

Supervisor Stacey was excused from the meeting at 8:10 p.m. by Chair Russell.

The Board took a 10 minute break before going into Closed Session

The Board reconvened at 8:20 p.m.

Closed Session

The Board convened in closed session pursuant to the exemption contained in Section 19.85 (1)(e) of the Wisconsin Statutes, "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session."

In closed session, the Board will discuss the following item:

- Establishing guidance/parameters for upcoming labor negotiations with Unions

On motion by Supervisor Weber, seconded by Supervisor Grant, a roll call vote was taken to convene in closed session. Total vote: 11; Ayes: 10 – Richard Brandl, Jerry A. Grant, Randy Hawkins, Kathy Ingersoll, Vice-Chair Daniel G. Kilkeny, Carl Redenius, Joe Schaefer, Russ Wardle, David A. Weber, and Chair Nancy Russell; Noes: 0; Absent: 1 – Rick Stacey.

The Board convened in open session on motion by Supervisor Weber, seconded by Supervisor Brandl. A motion by Supervisor Brandl, seconded by Supervisor Grant, to proceed as directed in Closed Session was approved by voice vote.

Reports of Special Committees

There were none.

Chairperson's Report

There was none.

Adjournment

On motion by Supervisor Hawkins, seconded by Supervisor Ingersoll, the meeting was adjourned at 9:10 p.m.

STATE OF WISCONSIN)
)SS
COUNTY OF WALWORTH)

I, Kimberly S. Bushey, County Clerk in and for the County aforesaid, do hereby certify that the foregoing is a true and correct copy of the proceedings of the County Board of Supervisors for the August 10, 2010 meeting.

(These minutes are not final until approved by the County Board at the next regularly scheduled County Board meeting.)

Nomination for Committee/Board/Commission Appointment

Committee: Community Action, Inc. (CAI) of Rock & Walworth Counties

Nominee: Royce Debow

Address: 628 Westbury Lane, No. 2
Delavan, WI 53115

Submitted by: David Bretl, County Administrator

Authority: Section 59.18, Wisconsin Statutes

Who will the nominee replace? Nobody. A position on the CAI has been vacant for two years.

When did/does the incumbent's current term expire? _____

Was this vacancy advertised? The The Community Action Governance committee and Board of Directors recommended Mr. Debow's appointment.

Comment Appointment of Mr. Debow would be for a two-year term, to begin upon County Board appointment and end on June 30, 2012.

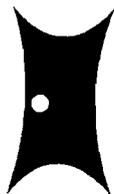
Names of individuals who have expressed interest in serving in this position:

For incumbents, committee attendance, if known:

ENCLOSURE

9a 17-

helping our communities succeed, one life at a time



communityactioninc.

July 28, 2010

Nancy Russell
Walworth County Board of Supervisors, Chair
100 W. Walworth Street
Elkhorn, WI 53121

RECEIVED

AUG 02 REC'D

Walworth County Board

Dear Ms. Russell,

We are writing to request the appointment of Royce Debow to the Community Action Inc. of Rock and Walworth Counties (CAI), Board of Directors, filling a local elected official position on behalf of the Walworth County Board of Supervisors.

You may be aware that that CAI is required to maintain a tripartite board that includes equal representation of 1/3 local public officials, 1/3 private sector representatives and 1/3 low-income consumers. Walworth County has two (2) positions reserved for elected officials. One of those positions is currently held by Linda Seemeyer, on behalf of the County Board of Supervisors; a second position has been vacant for two years.

Mr. Debow currently serves as Vice-President and Treasurer of the Lakeshores Library System with a term through 12/31/11. He was appointed to the position by the County Board. Based on this appointment as well as the work of the library board we believe Mr. Debow meets the requirements for appointment to the CAI Board of Directors.

CAI has established the following policy as it relates to qualified elected officials:

Appointments of local elected officials

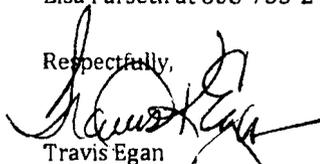
".....If a vacancy occurs in an elected official position, the Governance committee will be responsible for recruiting new members. New members may be recruited from county, city, village or town boards in Rock or Walworth Counties. If there is insufficient membership or interest among elected officials, the committee may recruit members from the following:

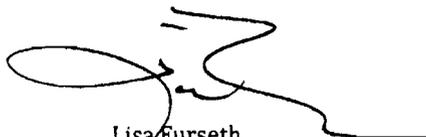
- Local residents who are appointed to official committees of county, city, village or town boards in Rock or Walworth Counties. Preference should be given to committees whose work directly impacts low-income constituents.
- Staff members of local government agencies who fill key positions and whose work impacts low-income constituents.

Upon the recommendation of the Governance Committee, the CAI Board Chair will submit a formal request for appointment of selected individuals to the Rock and Walworth County board chairs or administrative officials as appropriate."

We sincerely appreciate your consideration of this request. If you have questions or concerns please direct them to Lisa Furseth at 608-755-2472 or lfurseth@community-action.org.

Respectfully,


Travis Egan
Chair, Board of Directors


Lisa Furseth
Executive Director

Cc: Dave Bretl, County Executive

18.

COPY

RECEIVED
WALWORTH COUNTY CLERK

STATE OF WISCONSIN

CIRCUIT COURT
2010 AUG 16 PM 1:01

WALWORTH COUNTY

BLACKHAWK COMMUNITY CREDIT UNION
2640 West Court Street
Janesville, WI 53548,

JOHN R. RACE

Plaintiff,

vs.

'10 CV 01277

SUMMONS

JUAN M. AVILA
4104 Ruger Avenue
Janesville, WI 53545,

Case No.

ROCIO M. AVILA
4104 Ruger Avenue
Janesville, WI 53545,

Case Code: 30404

Case Type: **FORECLOSURE OF
MORTGAGE**

and

COUNTY OF WALWORTH
c/o County Clerk Kimberly S. Bushey
Walworth Walworth County Government Center
100 W. Walworth Street
P.O. Box 1001
Elkhorn, WI 53121,

**FILED
CIRCUIT COURT**

AUG 06 2010

Defendants.

Clerk of Courts-Walworth Co.
By: SUE A. OAKES

THE STATE OF WISCONSIN TO THE ABOVE-NAMED DEFENDANTS:

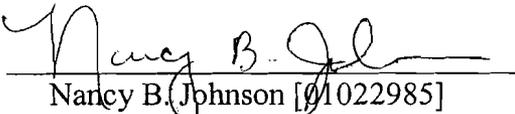
You are hereby notified that Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action. Within twenty (20) days of receiving this Summons (45 days if you are the State of Wisconsin or an insurance company, 60 days if you are the United States of America), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the above Court, whose

address is Walworth County Courthouse, Walworth Judicial Center, 1800 County Road NN, Elkhorn, WI 53121, and to Plaintiff's attorneys, Brennan Steil S.C., One East Milwaukee Street, Post Office Box 1148, Janesville, Wisconsin 53547-1148. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days (45 days if you are the State of Wisconsin or an insurance company, 60 days if you are the United States of America), the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 5th day of August, 2010.

BRENNAN ■ STEIL s.c.

By: 
Nancy B. Johnson [01022985]
Daniel P. Brzozowski [1056256]
Attorneys for Plaintiff

P.O. ADDRESS:
One East Milwaukee Street
Post Office Box 1148
Janesville, WI 53547-1148
TELEPHONE: (608) 756-4141
FACSIMILE: (608) 756-9000

00339614.DOC

BLACKHAWK COMMUNITY CREDIT
UNION
2640 West Court Street
Janesville, WI 53548,

Plaintiff,

'10 CV 01277

vs.

JUAN M. AVILA
4104 Ruger Avenue
Janesville, WI 53545,

COMPLAINT

Case No.

ROCIO M. AVILA
4104 Ruger Avenue
Janesville, WI 53545,

Case Code: 30404

Case Type: **FORECLOSURE OF
MORTGAGE**

and

COUNTY OF WALWORTH
c/o County Clerk Kimberly S. Bushey
Walworth Walworth County Government Center
100 W. Walworth Street
P.O. Box 1001
Elkhorn, WI 53121,

**FILED
CIRCUIT COURT**

AUG 06 2010

**Clerk of Courts-Walworth Co.
By: SUE A. OAKES**

Defendants.

The above-named Plaintiff, by its attorneys, Brennan Steil S.C., for its Complaint against the above-named Defendants, alleges as follows:

1. Plaintiff Blackhawk Community Credit Union is a state chartered community credit union engaged in the business of commercial banking, with its principal place of business at 2640 West Court Street, Janesville, WI 53548.

2. Defendant, Juan M. Avila, is on information and belief, an adult individual who resides at 4104 Ruger Avenue, Janesville, WI 53545

3. Defendant, Rocio M. Avila, is on information and belief, an adult individual who resides at 4104 Ruger Avenue, Janesville, WI 53545 and is the spouse of Juan M. Avila. Defendants Juan M. Avila and Rocio M. Avila shall be hereinafter known as Defendants Avila.

4. Defendant, County of Walworth, is Wisconsin body corporate created pursuant to Chapter 59 of the Wisconsin Statutes whose agent for service is County Clerk Kimberly S. Bushney with an office located at, Walworth County Government Center

5. 100 W. Walworth Street, P.O. Box 1001, Elkhorn, WI 53121.

6. On or about January 8, 2009, for value received, Defendants Avila did duly make, execute and deliver to Plaintiff their note in writing dated January 8, 2009 (the "Note"). A true and correct copy of the Note is attached as Exhibit A and incorporated herein by reference as though fully set forth

7. In order to secure payment of the Note, said Defendants Avila did on January 8, 2009 duly execute, acknowledge and deliver to Plaintiff their mortgage dated January 8, 2009 (the "Mortgage"), a true and correct copy of which is attached as Exhibit B and incorporated herein by reference as though fully set forth.

8. Said Mortgage was duly acknowledged so as to entitle the same to be recorded and the same was duly recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on January 16, 2009, as Document No. 752879.

9. In order to further secure payment of the Note, said Defendants Avila did on January 8, 2009 duly execute, acknowledge and deliver to Plaintiff their Selective Business Security Agreement encumbering the property located at 205 N. 7th Street, Delavan, WI 53115, a true and correct copy of which is attached as Exhibit C and incorporated herein by reference as though fully set forth.

10. Defendants Avila have failed to comply with the terms and conditions of the Note and Mortgage by failing and neglecting to pay monthly payments accruing on or after April 8, 2010.

11. After due notice to Defendants Avila in accordance with the terms of said Note and Mortgage, Plaintiff declared the entire balance of said Note and Mortgage to be due and payable and, thereafter, authorized and directed commencement of this foreclosure action.

12. Plaintiff remains the lawful owner and holder of the Note and Mortgage.

13. There is due and owing as of August 4, 2010 on the Note and Mortgage in the following amounts:

Principal Balance:	\$106,366.08
Interest to 8/4/10	2,974.00
Late Charge	<u>33.84</u>
TOTAL as of 8/4/10	<u>\$109,373.92</u>

Interest will continue to accrue after August 4, 2010 at the rate of \$20.3698 per day until the date of judgment together with attorney fees and costs of this action.

14. No proceedings have been had at law or otherwise for the recovery of the sums secured by said Mortgage and Note.

15. The premises consists of a commercial lot, being less than twenty (20) acres, improved by a single-family rental residential dwelling known as 205 N. 7th Street, Delavan, Walworth County, WI 53115, as more particularly described as:

Lots 2 and 3 of Certified Surve Map No. 545, said survey being located in the City of Delavan in the NW 1/4 of Section 17, T2N, R16E, Walworth County, Wisconsin, and recorded in Volume 2 of Certified Surveys at Page 390, as Document No. 699840, Walworth County Records.

16. On information and belief, the subject premises is not homestead property.

17. The subject premises cannot be sold in part or parcels without material injury to the rights of the parties.

18. Defendant, County of Walworth, may claim some interest or lien in and to said premises by virtue of its Judgment, in the amount of \$368.00, docketed on October 3, 2007. The interest or lien, if any, in said real estate is subsequent, subordinate and junior to the lien of Plaintiff's Mortgage.

19. Pursuant to the provisions for election by a mortgagee under Section 846.103, Wis. Stats., and under Plaintiff's Mortgage, Plaintiff does hereby expressly elect to accept said provision for sale of the mortgaged premises after expiration of six (6) months from the date of entry of judgment and does further reserve its right to a deficiency judgment for any sums that remain due and owing after the sale of the mortgaged premises against Defendants, and said Defendants may remain in possession of said mortgaged premises and be entitled to the rents, issues and profits therefrom to the date of confirmation of the sale by the Court unless said Defendants abandon the mortgaged premises or unless a receiver is appointed to collect rent and prevent waste.

20. Plaintiff reserves all of its right to a deficiency judgment.

21. Attached as Exhibit D is the Fair Debt Collection Practices Act Notice.

WHEREFORE, Plaintiff demands Judgment in favor of Plaintiff and against Defendants as follows:

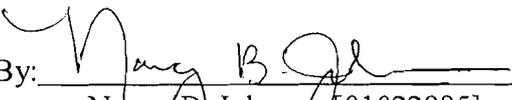
1. For judgment of foreclosure and sale of the mortgaged premises as provided by law within six (6) months from the date of judgment as allowed by Wis. Stats. §846.103; that the amounts due Plaintiff for principal, interest, taxes, costs, disbursements and attorneys fees be adjudged and determined; that the Defendants and each of them and all persons claiming under

them, be barred and foreclosed of all right, claim, lien and equity of redemption in or to said premises, except the right to redeem the same before sale as provided by law; that the said premises be sold, or such part thereof as may be sufficient to pay the amounts due to Plaintiff, together with interest due through the time of such payment, costs and disbursements of this action and reasonable attorneys fees and such additional amounts as Plaintiff may advance for payment of taxes and insurance on said premises, with interest on the same as allowed by law from the date of judgment, and that Plaintiff be paid out of the proceeds of such sale to the extent that such proceeds will pay the same; that Defendants and each of them, be enjoined from committing waste upon said premises or doing any other act which may impair the value of the premises between the date of judgment and the date on which the sale of said premises is confirmed by this Court; that in the event there is a sale of said premises, Defendants and all persons claiming under them, be barred and foreclosed of all right, title and equity of redemption in and to the premises to be so sold, and that any personal property remaining on the premises following any sale of said premises which is confirmed by this Court be deemed abandoned to the Purchaser, who may dispose of the same;

2. And for such other and further order, judgment or relief as is provided by law in such case and/or as may be just and proper.

Dated this 5th day of August, 2010.

BRENNAN ■ STEIL s.c.

By: 
Nancy B. Johnson [01022985]
Daniel P. Brzozowski [1056256]
Attorneys for Plaintiff

P.O. ADDRESS:

One East Milwaukee Street

Post Office Box 1148

Janesville, WI 53547-1148

TELEPHONE: (608) 756-4141

FACSIMILE: (608) 756-9000

Loan Number: 83155-10
BUSINESS

W. B. A. GP 451 (10/06) 1122
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BUSINESS NOTE
(Use only for business purpose loans)

Boxes checked are applicable.
Boxes not checked are inapplicable.

Juan M Avila
and Rocio M Avila

January 8, 2009 \$107,566.71

1. Promise to Pay and Payment Schedule. The undersigned ("Maker," whether one or more) promises to pay to the order of Blackhawk Community Credit Union ("Lender") at 2640 W. Court St. PO Box 1386, Janesville, Wisconsin, the sum of \$107,566.71, plus interest on the unpaid principal balance, according to the following schedule:
35 equal payment(s) consisting of principal and interest, in the amount of \$715.12 each, beginning on February 8, 2009 and continuing monthly thereafter, and one (1) final payment consisting of the unpaid principal and all accrued interest remaining due on January 8, 2012.

2. Interest Calculation. This Note bears interest on the unpaid principal balance before maturity:

[Check (a), (b) or (c); only one shall apply.]

- (a) Fixed Rate. At the rate of 6.990 % per year.
- (b) Stepped Fixed Rate. At the rate ("Note Rate") of n/a % per year until n/a and n/a % per year thereafter.
- (c) Variable Rate. At the annual rate ("Note Rate") which shall equal the Index Rate (as defined below), plus minus n/a percentage points. However, the Note Rate shall not exceed n/a % per year and shall not be less than n/a % per year, and until the first change date described below the Note Rate shall be n/a % per year. The Note Rate shall be adjusted as provided below. The Index Rate is: n/a

The Index Rate may or may not be the lowest rate charged by Lender. The Note Rate shall be adjusted only on the following change dates:

n/a

If the Index Rate ceases to be made available to Lender during the term of this Note, Lender may substitute a comparable index.

- (d) If box (b) or (c) is checked, an adjustment in the Note Rate will result in an increase or decrease in (1) the amount of each payment of interest, (2) the amount of the final payment, (3) the number of scheduled periodic payments sufficient to repay this Note in substantially equal payments, (4) the amount of each remaining payment of principal and interest so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date, (5) the amount of each remaining payment of principal and interest (other than the final payment) so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date based on the original amortization schedule used by Lender, plus the final payment of principal and interest, or (6) n/a

In addition, Lender is authorized to change the amount of periodic payments if and to the extent necessary to pay in full all accrued interest owing on this Note. The Maker agrees to pay any resulting payments or amounts.

Interest is computed:

- (e) For the actual number of days principal is unpaid on the basis of a 360 day year (which means that the stated interest rate will be divided by 360 days to arrive at a daily interest rate, and the daily interest rate will be applied to the unpaid principal for the actual number of days principal is unpaid up to 365 days in a calendar year and 366 days in a leap year) a 365 day year.
- (f) For the number of days principal is unpaid on the basis of a 360 day year, counting each day as 1/30th of a month and disregarding differences in lengths of months and years.
- (g) Past due interest shall bear interest from its due date until paid at the interest rate then in effect for this Note.

Unpaid principal and interest bear interest after maturity until paid (whether by acceleration or lapse of time) at the rate(s) stated under 2(b) or (c) above, as applicable, plus n/a percentage points of 18.000 % per year, computed on the same basis as the interest rate before maturity. All payments shall be applied first to accrued and unpaid interest, second to other charges payable by Maker to Lender and third to unpaid principal.

3. Other Charges. If any payment (other than the final payment) is not made on or before the 10th day after its due date, Lender may collect a delinquency charge of 5.00 % of the unpaid amount \$ n/a. Maker agrees to pay a charge of \$ 15.00 for each check presented for payment under this Note which is returned unsatisfied.

4. Prepayment. Full or partial prepayment of this Note is permitted at any time without penalty n/a

All prepayments shall be applied first to accrued and unpaid interest, second to other charges payable by Maker to Lender and third to principal.

THIS NOTE INCLUDES ADDITIONAL PROVISIONS ON PAGE 2.

OTHER PROVISIONS:

(SEAL)

(Type of Organization)

By: Juan M Avila (SEAL)

By: Rocio M Avila (SEAL)

By: _____ (SEAL)

By: _____ (SEAL)

4104 Ruger Ave

Janesville, WI 53545 (608) 563-1562
(ADDRESS) (PHONE)

FOR LENDER CLERICAL USE ONLY

Garrett R. Jesko
LOAN OFFICER

752879
[Barcode]

REAL ESTATE MORTGAGE
(And Fixture Filing)

(Use Only to Secure Business Transactions)

Juan M Avila and Rocio M Avila, Husband and Wife

_____, ("Mortgagor,"
whether one or more), a n/a _____, organized
under the laws of n/a _____, whose address is 4104 Ruger Ave,
Janesville, WI 53545 _____ and organizational ID # (if any) is
_____, mortgages, conveys, assigns, grants a security interest in and
warrants to Blackhawk Community Credit Union, 2640 W. Court St. PO Box 1366,
Janesville, WI 53547 _____ ("Lender") in consideration of the sum of
One Hundred Four Thousand Eight Hundred and 00/100 _____ Dollars

(\$ 104,800.00 / _____), loaned or to be loaned to Juan M Avila
and Rocio M Avila

("Borrower," whether one or more) by Lender, evidenced by Borrower's note(s) or agreement(s)
dated January 8, 2009 _____, the real estate described below, together
with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and
profits, all claims, awards and payments made as a result of the exercise of the right of eminent
domain, and all existing and future improvements and fixtures (all called the "Property") to
secure the Obligations described in paragraph 5 on page 2, including, but not limited to,
repayment of the sum stated above plus certain other debts, obligations and liabilities arising
out of past, present and future credit granted by Lender. **SINCE THIS MORTGAGE SECURES
ALL OBLIGATIONS DESCRIBED IN PARAGRAPH 5 ON PAGE 2, IT IS ACKNOWLEDGED
AND AGREED THAT THIS MORTGAGE MAY SECURE OBLIGATIONS FROM TIME TO
TIME IN A DOLLAR AMOUNT GREATER THAN THE DOLLAR AMOUNT STATED ABOVE.**

1. Description of Property. (This Property is not the homestead of Mortgagor.)
See Attached.

- If checked here, description continues or appears on attached sheet(s).
- If checked here, this Mortgage is a construction mortgage.
- If checked here, Condominium Rider is attached.

If checked here, and not in limitation of paragraph 5 on page 2, this
Mortgage is given to secure all sums advanced and readvanced to
Borrower by Lender from time to time under the revolving credit
agreement between Borrower and Lender described above.

2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes
and assessments not yet due and _____

3. Escrow. Interest _____ be paid on escrowed funds if an escrow is required under paragraph 8(a) on page 2.

4. Additional Provisions. Mortgagor agrees to the Additional Provisions on page 2, which are incorporated in this Mortgage.
The undersigned acknowledges receipt of an exact copy of this Mortgage.

Signed and Sealed January 8, 2009 ✓ _____

(SEAL)

(Type of Organization)
By: _____ (SEAL) Juan M Avila (SEAL)
By: _____ (SEAL) Rocio M Avila (SEAL)
By: _____ (SEAL)
By: _____ (SEAL)

AUTHENTICATION OR ACKNOWLEDGEMENT

Signatures of _____ STATE OF Wisconsin } ss.
County of Rock

This instrument was acknowledged before me on January 8, 2009
by Juan M Avila and Rocio M Avila

(Name(s) of persons(s))

as n/a _____
Title: Member State Bar of Wisconsin or _____
authorized under § 706.06, Wis. Stats.

This instrument was drafted by
Hallie A Steponkus
Garrett B. Desko
Notary Public - Wisconsin
My Commission (Expires) July 5, 2009

*Type or print name signed above.

29

ADDITIONAL PROVISIONS

5. Mortgage as Security. This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage on page 1, plus interest, and charges, according to the terms of the promissory note(s) or agreement(s) of Borrower to Lender identified on page 1, and any extensions, renewals or modifications of such promissory note(s) or agreement(s), plus (b) all other debts, obligations and liabilities arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor, plus all interest and charges, plus (c) all costs and expenses of collection or enforcement (all called the "Obligations"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage. This Mortgage does not secure and Lender disclaims this Mortgage as security for any consumer credit transaction governed by the Wisconsin Consumer Act, any loan governed by Chapter 428, Wisconsin Statutes, and any loan governed by the Federal Truth-in-Lending Act. Unless otherwise required by law, Lender will request this Mortgage upon request by Mortgagor II (a) the Obligations have been paid according to their terms, (b) any commitment to make future advances secured by this Mortgage has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid and performed.

6. Taxes. To the extent not paid to Lender under paragraph 8(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, against Lender upon this Mortgage or the Obligations or other debt secured by this Mortgage, or upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

7. Insurance. Mortgagor shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, flood, extended coverage perils and such other hazards as Lender may require, through insurers approved by Lender, in amounts without co-insurance, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgage and lender loss payee clauses in favor of Lender, shall insure Lender notwithstanding any defenses the insurer against Mortgagor and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Subject to Lender's approval, Mortgagor is free to select the insurance agent or insurer through which insurance is obtained. Mortgagor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee. If Mortgagor fails to keep any required insurance on the Property, Lender may purchase such insurance for Mortgagor, such insurance may be acquired by Lender solely to protect the interest of Lender (it will not cover Mortgagor's equity in the Property), and Mortgagor's obligation to repay Lender shall be in accordance with Section 10.

8. Mortgagor's Covenants. Mortgagor covenants and warrants:

- (a) Escrow. If an escrow is required by Lender, to pay Lender sufficient funds, at such times as Lender designates, to pay when due (1) the estimated annual real estate taxes and assessments on the Property, (2) all property and hazard insurance premiums, (3) flood insurance premiums, if any, (4) if payments owed under the Obligations are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance, and (5) other items agreed to be included in the escrow. Lender may, at any time, collect and hold such escrow funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagor's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time, if applicable. Lender may estimate the amount of escrow funds due on the basis of current data and reasonable estimates of future expenditures of future escrow account funds or as otherwise required by applicable law. Lender shall apply the escrowed funds against taxes, assessments and insurance premiums when due or as otherwise required by law. Escrowed funds may be commingled with Lender's general funds. If the escrowed funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Mortgagor for the excess escrowed funds in a manner determined by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender at any time are not sufficient to pay the escrow account items when due, Lender may notify Mortgagor in writing, and Mortgagor shall pay to Lender the amount necessary to make up the deficiency in a manner determined by Lender or as otherwise required by applicable law;
- (b) Condition and Repair. To keep the Property in good and tenable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
- (c) Liens. To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2 on page 1;
- (d) Other Mortgages. To perform all of Mortgagor's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;
- (e) Waste. Not to commit waste or permit waste to be committed upon the Property;
- (f) Conveyance. Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to its interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor under this Mortgage or the Obligations;
- (g) Alteration or Removal. Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
- (h) Condemnation. To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to the Obligations in the inverse order of their maturities (without penalty for prepayment);
- (i) Inspection. Lender and its authorized representatives may enter the Property at reasonable times to inspect it, and at Lender's option to repair or restore the Property and to conduct environmental assessments and audits of the Property;
- (j) Laws. To comply with all laws, ordinances and regulations affecting the Property;
- (k) Subrogation. That Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the note(s) or agreement(s) identified on page 1; and
- (l) Leases. To pay and perform all obligations and covenants under or pursuant to the terms of each lease of all or any part of the Property required of Mortgagor, and to not cancel, accept a surrender of, modify, consent to an assignment of the lessee's interest under, or make any other assignment or other disposition of, any lease of all or any part of the Property or any interest of Mortgagor in the lease and to not collect or accept any payment of rent more than one month before it is due and payable.

9. Environmental Laws. Mortgagor represents, warrants and covenants to Lender (a) that during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which it known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) that Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner or person using the Property; (c) that, without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks; (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) that Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) that Mortgagor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

10. Authority of Lender to Perform for Mortgagor. If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, Lender may after giving Mortgagor any notice and opportunity to perform which are required by law, perform the duties or cause them to be performed, including without limitation signing Mortgagor's name or paying any amount which shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

11. Default; Acceleration; Remedies. If (a) there is a default under any Obligation secured by this Mortgage, or (b) Mortgagor fails timely to observe or perform any of Mortgagor's covenants, warranties or duties contained in this Mortgage and the Obligations, then the Obligation will become immediately due and payable unless notice to Mortgagor or Borrower and an opportunity to cure are required by applicable law or the document evidencing the Obligation and, in that event, the Obligation will become due and payable if the default is not cured as provided in the document evidencing the Obligation or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Obligation, together with all sums paid by Lender as authorized or required under this Mortgage or any Obligation, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.

12. Waiver. Lender may waive any default without waiving any other subsequent or prior default by Mortgagor.

13. Power of Sale. In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

14. Assignment of Rents and Leases. Mortgagor conveys, assigns and transfers to Lender, as additional security for the Obligations, all leases of all or any part of the Property, whether oral or written, now or hereafter entered into by Mortgagor, together with any and all extensions and renewals of any leases, and all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has a license to collect the rents, issues and profits (the "Rents") from the Property. Upon or any time after the occurrence of such an event of default and the expiration of any applicable cure period described in paragraph 11 above, and lapse of any applicable grace, notice or cure period provided in any document evidencing such Obligation, the license granted Mortgagor to collect the Rents shall automatically and immediately terminate and Mortgagor shall hold all Rents (whether paid before or after an event of default) in trust for the use and benefit of Lender, and Lender may, at its option, without any further notice, either in person or by agent, with or without taking possession of or entering the Property, with or without bringing any action or proceeding or by a receiver to be appointed by a court, collect all of the Rents payable under the leases. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. This Assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property. Any entering upon and taking possession of the Property, and collection of Rents, and any application of Rents as allowed by this Mortgage shall not cure or waive any default or waive, modify or affect notice of default under this Mortgage or invalidate any act done pursuant to such notice, and not in any way operate to prevent Lender from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Mortgage, any document evidencing any Obligation or any other instrument securing the Obligations.

15. Receiver. Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and make empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

16. Foreclosure Without Deficiency Judgment. If the Property is a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of § 846.101 Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of § 846.103 Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

17. Expenses. Mortgagor shall pay all reasonable costs and expenses before and after judgment, including, without limitation, attorneys' fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

18. Successors and Assigns. The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

19. Interpretation. The validity, construction and enforcement of this Mortgage are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity of any provision of this Mortgage will not affect the validity of any other provision. This Mortgage is intended by Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Mortgage. This Mortgage may not be supplemented or modified except in writing.

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LEGAL DESCRIPTION

Lots 2 and 3 of Certified Survey Map No. 545, said survey being located in the City of Delavan in the NW 1/4 of Section 17, T.2N., R.16E., Walworth County, Wisconsin, and recorded in Vol. 2 of Certified Survey Maps at Page 390, as Document No. 699840, Walworth County Records.

1. SECURITY INTEREST

In consideration of any financial accommodation at any time granted by Blackhawk Community Credit Union ("Lender") to Juan M Avila and Rocío M Avila ("Borrower"), each of the undersigned ("Debtor," whether one or more) grants Lender a security interest in property, wherever located, checked in Section 2 ("Collateral") to secure all debts, obligations and liabilities to Lender arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Lender to any Debtor, or any Borrower, to any of them and another, or to another guaranteed or endorsed by any of them ("Obligations").

2. DESCRIPTION OF COLLATERAL

One or more boxes must be checked.

- (a) All Collateral. If checked here, all equipment, fixtures, inventory, documents, general intangibles, accounts, deposit accounts (unless a security interest would render a nontaxable account taxable), contract rights, chattel paper, patents, trademarks and copyrights (and the good will associated with and registrations and licenses of any of them), instruments, letter of credit rights and investment property, now owned or hereafter acquired by Debtor (or by Debtor with spouse);
- (b) Scheduled Collateral. If checked here, all inventory, accounts, contract rights, equipment, fixtures, general intangibles, instruments, deposit accounts (unless a security interest would render a nontaxable account taxable), letter of credit rights, commercial tort claims, investment property, documents and chattel paper described in the attached schedule and any additional schedules delivered by Debtor to Lender from time to time, now owned or hereafter acquired by Debtor (or by Debtor with spouse);
- (c) Specific Collateral. If checked here, the following described property now owned or hereafter acquired by Debtor (or by Debtor with spouse):
Real Estate Mortgage encumbering the property located at 205 N 7th St, Delavan, Wisconsin signed and dated January 8, 2009.
- (d) All Inventory. If checked here, all inventory and documents relating to inventory now owned or hereafter acquired by Debtor (or by Debtor with spouse);
- (e) All Receivables. If checked here, all accounts, contract rights, chattel paper, letter of credit rights and instruments now owned or hereafter acquired by Debtor (or by Debtor with spouse);
- (f) All Equipment. If checked here, all equipment and fixtures now owned or hereafter acquired by Debtor (or by Debtor with spouse);
- (g) All General Intangibles. If checked here, all general intangibles now owned or hereafter acquired by Debtor (or by Debtor with spouse); and all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, software used in, all returned or repossessed goods the sale of which gave rise to, and all proceeds, supporting obligations and products of the foregoing.

3. DEBTOR'S WARRANTIES

- Debtor warrants and agrees that while any of the Obligations are unpaid:
- (a) Ownership and use. Debtor owns (or with spouse owns) the Collateral free of all encumbrances and security interests (except Lender's security interest). Chattel paper constituting Collateral evidences a perfected security interest in the goods (including software used in the goods) covered by it, free from all other encumbrances and security interests, and no financing statement is on file or control agreement in existence (other than Lender's) covering the Collateral or any of it. Debtor, acting alone, may grant a security interest in the Collateral and agree to the terms of this Agreement. The Collateral is used or bought for use primarily for business purposes.
- (b) Sale of goods or services rendered. Each account and chattel paper constituting Collateral as of this date arose from the performance of services by Debtor or from a bona fide sale or lease of goods, which have been delivered or shipped to the account debtor and for which Debtor has genuine invoices, shipping documents or receipts.
- (c) Enforceability. Each account, contract right and chattel paper constituting Collateral as of this date is genuine and enforceable against the account debtor according to its terms. It and the transaction out of which it arose comply with all applicable laws and regulations. The amount represented by Debtor to Lender as owing by each account debtor is the amount actually owing and is not subject to setoff, credit, allowance or adjustment, except discount for prompt payment, nor has any account debtor returned the goods or disputed liability.
- (d) Due date. There has been no default according to the terms of any chattel paper or account constituting Collateral and no step has been taken to foreclose the security interest it evidences or otherwise enforce its payment.
- (e) Financial condition of account debtor. As of this date Debtor has no notice or knowledge of anything which might impair the credit standing of any account debtor and Debtor will advise Lender upon receipt of any such notice or knowledge affecting Collateral.
- (f) Valid organization. If a corporation, limited liability company or general or limited partnership, Debtor is duly organized, validly existing and in good standing under the laws of the state of organization and is authorized to do business in Wisconsin.
- (g) Other agreements. Debtor is not in default under any agreement for the payment of money.
- (h) Authority to contract. The execution and delivery of this Agreement and any instruments evidencing Obligations will not violate or constitute a breach of Debtor's articles of incorporation or organization, by-laws, partnership agreement, operating agreement or any other agreement or restriction to which Debtor is a party or is subject.
- (i) Accuracy of Information. All information, certificates or statements given to Lender pursuant to this Agreement shall be true and complete when given.
- (j) Name and address. Debtor's exact legal name is as set forth below Section 12. If Debtor is an individual, the address of Debtor's principal residence is as set forth below Section 12. If Debtor is an organization that has only one place of business, the address of Debtor's place of business, or if Debtor has more than one place of business, then the address of Debtor's chief executive office, is as set forth below Section 12.
- (k) Location. The address where the Collateral will be kept, if different from that appearing below Section 12, is _____ . Such location shall not be changed without the prior written consent of Lender, but the parties intend that the Collateral, wherever located, is covered by this Agreement.

- (l) Organization. If Debtor is an organization, the type of organization and the state under whose law it is organized are as set forth below Section 12.
- (m) Environmental laws. (i) No substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about any real estate now or at any time owned or occupied by Debtor ("Property") during the period of Debtor's ownership or use of the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (ii) Debtor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property, (iii) without limiting the generality of the foregoing, Debtor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks, (iv) there are no conditions existing currently or likely to exist during the term of this Agreement which would subject Debtor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claim relating to any Hazardous Substance, (v) Debtor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance, and (vi) Debtor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Debtor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (1) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (2) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (3) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Debtor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance described above on, in, under or about the Property.
- (n) Employees. There are no unpaid wages due employees of Debtor and there are no outstanding liens against assets of Debtor for unpaid wages due employees of Debtor.
- (o) Fixtures. If any of the Collateral is affixed to real estate, the legal description of the real estate set forth in the UCC Financing Statement signed or authorized by Debtor is true and correct.

4. SHIPPERS

Shippers authorized to draw drafts on Lender under section 7(c) are:

ADDITIONAL PROVISIONS
5. SALE AND COLLECTIONS

(a) Sale of Inventory. So long as no default exists under any of the Obligations of this Agreement, Debtor may (a) sell inventory in the ordinary course of Debtor's business for cash or on terms customary in the trade, at prices not less than any minimum sale price shown on instruments evidencing Obligations and describing inventory, or (b) lease or license inventory on terms customary in the trade.

(b) Verification and notification. Lender may verify Collateral in any manner, and Debtor shall assist Lender in so doing. Upon default Lender may at any time and Debtor shall, upon request of Lender, notify the account debtors or other persons obligated on the Collateral to make payment directly to Lender and Lender may enforce collection of, settle, compromise, extend or renew the indebtedness of such account debtors or other persons obligated on the Collateral. Until account debtors or other persons obligated on the Collateral are so notified, Debtor, as agent of Lender, shall make collections and receive payments on the Collateral.

(c) Deposit with Lender. At any time Lender may require that all proceeds of Collateral received by Debtor shall be held by Debtor upon an express trust for Lender, shall not be commingled with any other funds or property of Debtor and shall be turned over to Lender in precisely the form received (but endorsed by Debtor if necessary for collection) not later than the business day following the day of their receipt. Except as provided in Section 5(d) below, all proceeds of Collateral received by Lender directly or from Debtor shall be applied against the Obligations in such order and at such times as Lender shall determine.

(d) Accounting. If the extent to which Lender's security interest in the Collateral is a purchase money security interest depends on the application of a payment to a particular obligation of Debtor, the payment shall first be applied to obligations of Debtor for which Debtor did not create a security interest in the order in which those obligations were incurred and then to obligations of Debtor for which Debtor did create a security interest, including the Obligations secured by the Collateral, in the order in which those obligations were incurred; provided, however, that Lender shall retain its security interest in all Collateral regardless of the allocation of payments.

6. DEBTOR'S COVENANTS

(a) Maintenance of Collateral. Debtor shall: maintain the Collateral in good condition and repair and not permit its value to be impaired; keep it free from all liens, encumbrances and security interests (other than Lender's security interest); defend it against all claims and legal proceedings by persons other than Lender; pay and discharge when due all taxes, license fees, levies, and other charges upon it; not sell, lease, license or otherwise transfer or dispose of it or permit it to become a fixture or an accession to other goods, except for sales, leases or licenses of inventory as provided in this Agreement; not permit it to be used in violation of any applicable law, regulation or policy of insurance; and, as to Collateral consisting of instruments, chattel paper and letter of credit rights, preserve rights in it against prior parties. Loss of or damage to the Collateral shall not affect the liabilities of any Debtor or Borrower under this Agreement, the Obligations or other rights of Lender with respect to the Collateral.

(b) Insurance. Debtor shall keep the Collateral and Lender's interest in it insured under policies with such provisions, for such amounts and by such insurers as shall be satisfactory to Lender from time to time, and shall furnish evidence of such insurance satisfactory to Lender. Subject to Lender's satisfaction, Debtor is free to select the insurance agent or insurer through which the insurance is obtained. Debtor assigns (and directs any insurer to pay) to Lender the proceeds of all such insurance and any premium refund, and authorizes Lender to endorse in the name of Debtor any instruments for such proceeds or refunds and, at the option of Lender, to apply such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and/or to restoration of the Collateral, returning any excess to Debtor. Each insurance policy shall contain a standard lender's loss payable endorsement in favor of Lender and shall provide that the policy shall not be cancelled, and the coverage shall not be reduced, without at least 10 days' prior written notice by the insurer to Lender. Lender is authorized, in the name of Debtor or otherwise, to make, adjust and/or settle claims under any credit insurance financed by Lender or any insurance on the Collateral, or cancel the same after the occurrence of an event of default. If Debtor fails to keep any required insurance on the Collateral, Lender may purchase such insurance for Debtor, such insurance may be acquired by Lender solely to protect the interest of Lender (and will not cover Debtor's equity in the Collateral), and Debtor's obligation to repay Lender shall be in accordance with Section 7(a).

(c) Maintenance of security interest. Debtor shall pay all expenses and upon request, take any action reasonably deemed advisable by Lender to preserve the Collateral or to establish, evidence, determine and maintain priority of, perfect, continue perfected, terminate and/or enforce Lender's interest in it or rights under this Agreement. Debtor authorizes Lender to file Uniform Commercial Code financing statements describing the Collateral (including describing the Collateral as "all assets," "all personal property" or with words of similar effect if Section 2(a) is checked) and amendments and correction statements to such financing statements and ratifies any such financing statement or amendment filed prior to the date of this Agreement. Debtor will cooperate with Lender in obtaining control of Collateral and other security for the Obligations for which control may be required to perfect Lender's security interest under applicable law. If the Collateral is in possession of a third party, Debtor will join with Lender at its request in notifying the third party of Lender's security interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Lender.

(d) Taxes and other charges. Debtor shall pay and discharge all lawful taxes, assessments and government charges upon Debtor or against its properties prior to the date on which penalties attach, unless and to the extent only that such taxes, assessments and charges are contested in good faith and by appropriate proceedings by Debtor.

(e) Employees. Debtor shall pay all wages when due to employees of Debtor and shall not permit any lien to exist against the assets of Debtor for unpaid wages due employees of Debtor.

(f) Records and statements. Debtor shall furnish to Lender financial statements at least annually and such other financial information respecting Debtor at such times and in such form as Lender may request. Debtor shall keep accurate and complete records respecting the Collateral in such form as Lender may approve. At such times as Lender may require, Debtor shall furnish to Lender a statement certified by Debtor and in such form and containing such information as may be prescribed by Lender, showing the current status and value of the Collateral. Debtor shall furnish to Lender such reports regarding the payment of wages to employees of Debtor and the number of employees of Debtor as Lender may from time to time request, and without request shall furnish to Lender a written report immediately upon any material increase in the number of employees of Debtor, the failure of Debtor to pay any wages when due to employees of Debtor or the imposition of any lien against the assets of Debtor for unpaid wages due employees of Debtor.

(g) Inspection of Collateral. At reasonable times Lender may examine the Collateral and Debtor's records pertaining to it, wherever located, and make copies of records, and Debtor shall assist Lender in so doing.

(h) Service charge. In addition to the required payments under the Obligations and this Agreement, Debtor shall pay Lender's then current service charges for servicing and auditing in connection with this Agreement.

(i) Chattel paper. Lender may require that chattel paper constituting Collateral shall be on forms approved by Lender. Unless it consists of electronic paper, Debtor shall promptly mark all chattel paper constituting Collateral, and all copies, to indicate conspicuously Lender's interest and, upon request, deliver them to Lender. If it consists of electronic chattel paper, Debtor shall promptly notify Lender of the existence of the electronic chattel paper and, at the request of Lender, shall take such actions as Lender may reasonably request to vest in Lender control of such electronic chattel paper under applicable law.

(j) United States contracts. If any Collateral arose out of contracts with the United States or any of its departments, agencies or instrumentalities, Debtor will notify Lender and execute writings required by Lender in order that all money due or to become due under such contracts shall be assigned to Lender and proper notice of the assignment given under the Federal Assignment of Claims Act.

(k) Modifications. Without the prior written consent of Lender, Debtor shall not alter, modify, extend, renew or cancel any accounts, letter of credit rights or chattel paper constituting Collateral.

(l) Returns and repossessions. Debtor shall promptly notify Lender of the return to or repossession by Debtor of goods underlying any Collateral and Debtor shall hold and dispose of them only as Lender directs.

(m) Promissory Notes, Chattel Paper and Investment Property. If Debtor shall at any time hold or acquire Collateral consisting of promissory notes, chattel paper or certificated securities, Debtor shall endorse, assign and deliver the same to Lender accompanied by such instruments of transfer or assignment duly executed in blank as Lender may from time to time request.

(n) Change of name, address or organization. Debtor shall not change Debtor's legal name or address without providing at least 30 days' prior written notice of the change to Lender. Debtor if it is an organization shall not change its type of organization or state under whose law it is organized and shall preserve its organizational existence, and Debtor whether or not Debtor is an organization shall not, in one transaction or in a series of related transactions, merge into or consolidate with any other organization, change Debtor's legal structure or sell or transfer all or substantially all of Debtor's assets.

7. RIGHTS OF LENDER

(a) Authority to perform for Debtor. Upon the occurrence of an event of default or if Debtor fails to perform any of Debtor's duties set forth in this Agreement or in any evidence of or document relating to the Obligations, Lender is authorized, in Debtor's name or otherwise, to take any such action including without limitation signing Debtor's name or paying any amount so required, and the cost shall be one of the Obligations secured by this Agreement and shall be payable by Debtor upon demand with interest from the date of payment by Lender at the highest rate stated in any evidence of any Obligation but not in excess of the maximum rate permitted by law.

(b) Charging a Debtor's credit balance. Unless a lien would be prohibited by law or would render a nontaxable account taxable, Debtor who is also a Borrower grants Lender, as further security for the Obligations, a security interest and lien in any deposit account such Debtor may at any time have with Lender and other money now or hereafter owed such Debtor by Lender, and agrees that Lender may, at any time after the occurrence of an event of default, without prior notice or demand, set-off all or any part of the unpaid balance of the Obligations against any deposit balances or other money now or hereafter owed such Debtor by Lender.

(c) Power of attorney. Debtor irrevocably appoints any officer of Lender as Debtor's attorney, with power after an event of default to receive, open and dispose of all mail addressed to Debtor (and Lender shall not be required as a condition to the exercise of this power to prove the occurrence of an event of default) to the Post Office) to notify the Post Office authorities to change the address for delivery of all mail addressed to Debtor to such address as Lender may designate; to endorse the name of Debtor upon any instruments which may come into Lender's possession; and to sign and make draws under any letter of credit constituting Collateral on Debtor's behalf. Debtor agrees that Obligations may be created by drafts drawn on Lender by shippers of inventory named in Section 4. Debtor authorizes Lender to honor any such draft accompanied by invoices aggregating the amount of the draft and describing inventory to be shipped to Debtor and to pay any such invoices not accompanied by drafts. Debtor appoints any employee of Lender as Debtor's attorney, with full power to sign Debtor's name on any instrument evidencing an Obligation, or any renewals or extensions, for the amount of such drafts honored by Lender and such

Instruments may be payable at fixed time or on demand, shall bear interest at the rate from time to time provided by Lender and Debtor agrees, upon request of Lender, to execute any such instruments. Lender's attorney to execute instruments may be revoked by Debtor by written notice to Lender and no such revocation shall affect any instruments executed prior to the receipt by Lender of such notice. All acts of such attorney are ratified and approved and such attorney is not liable for any act or omission or for any error of judgment or mistake of fact or law. This power is a power coupled with an interest and is given as security for the Obligations, and the authority conferred by this power is and shall be irrevocable and shall remain in full force and effect until renounced by Lender except as otherwise expressly provided in this Section 7(c).

(d) **Non-liability of Lender.** Lender has no duty to determine the validity of any invoice, the authority of any shipper named in Section 4 to ship goods to Debtor or compliance with any order of Debtor. Lender has no duty to protect, insure, collect or realize upon the Collateral or preserve rights in it against prior parties. Debtor releases Lender from any liability for any act or omission relating to the Obligations, the Collateral or this Agreement, except Lender's willful misconduct.

8. DEFAULT

Upon the occurrence of one or more of the following events of default:

- (a) **Nonperformance.** Any of the Obligations are not paid when due, or Borrower or Debtor, as applicable, fails to perform, or rectify breach of, any warranty or covenant or other undertaking in this Agreement or in any evidence of or document relating to the Obligations or an event of default occurs under any evidence of or document relating to any other obligation secured by the Collateral;
 - (b) **Inability to Perform.** Borrower, Borrower's spouse, Debtor or a guarantor or surety of any of the Obligations dies, ceases to exist, becomes insolvent or the subject of bankruptcy or insolvency proceedings or any guaranty of the Obligations is revoked or becomes unenforceable for any reason;
 - (c) **Misrepresentation.** Any representation or warranty made to induce Lender to extend credit to Debtor or Borrower, under this Agreement or otherwise, is false in any material respect when made; or
 - (d) **Insecurity.** At any time Lender believes in good faith that the prospect of payment or performance of any of the Obligations or performance under any agreement securing the Obligations is impaired;
- all of the Obligations shall, at the option of Lender and without notice or demand, become immediately payable; and Lender shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code and this Agreement, as well as any other applicable law, and under any evidence of or document relating to any Obligation, and all such rights and remedies are cumulative and may be exercised from time to time. With respect to such rights and remedies:
- (e) **Repossession.** Lender may take possession of Collateral without notice or hearing, which Debtor waives;
 - (f) **Assembling Collateral.** Lender may require Debtor to assemble the Collateral and to make it available to Lender at any place reasonably designated by Lender;
 - (g) **Notice of disposition.** Written notice, when required by law, sent to any address of Debtor in this Agreement at least 10 calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice;
 - (h) **Expenses and application of proceeds.** Debtor shall reimburse Lender for any expense incurred by Lender in protecting or enforcing its rights under this Agreement before and after judgment, including, without limitation, reasonable attorneys' fees and legal expenses (including those incurred in successful defense or settlement of any counterclaim brought by Debtor or incident to any action or proceeding involving Debtor brought pursuant to the United States Bankruptcy Code) and all expenses of taking possession, holding, preparing for disposition and disposing of Collateral (provided, however, Lender has no obligation to clean-up or otherwise prepare the Collateral for sale). After deduction of such expenses, Lender shall apply the proceeds of disposition to the extent actually received in cash to the Obligations in such order and amounts as it elects or as otherwise required by this Agreement. If Lender sells any Collateral on credit, Debtor will be credited only with payments that the purchaser actually makes and that Lender actually receives and applies to the unpaid balance of the purchase price of the Collateral; and
 - (i) **Waiver.** Lender may permit Debtor or Borrower to remedy any default without waiving the default so remedied, and Lender may waive any default without waiving any other subsequent or prior default by Borrower or Debtor. Lender shall continue to have all of its rights and remedies under this Agreement even if it does not fully and properly exercise them on all occasions.

9. WAIVER AND CONSENT

Each Debtor who is not also a Borrower expressly consents to and waives notice of the following by Lender without affecting the liability of any such Debtor: (a) the creation of any present or future Obligation, default under any Obligation, proceedings to collect from any Borrower or anyone else, (b) any surrender, release, impairment, sale or other disposition of any security or collateral for the Obligations, (c) any release or agreement not to sue any guarantor or surety of the Obligations, (d) any failure to perfect a security interest in or realize upon any security or collateral for the Obligations, (e) any failure to realize upon any of the Obligations or to proceed against any Borrower or any guarantor or surety, (f) any renewal or extension of the time of payment, (g) any allocation and application of payments and credits and acceptance of partial payments, (h) any application of the proceeds of disposition of any collateral for the Obligations to any obligation of any Debtor or Borrower secured by such collateral in such order and amounts as it elects, (i) any determination of what, if anything, may at any time be done with reference to any security or collateral, and (j) any settlement or compromise of the amount due or owing or claimed to be due or owing from any Borrower, guarantor or surety.

10. INTERPRETATION

The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All terms not otherwise defined have the meanings assigned to them by the Wisconsin Uniform Commercial Code, as amended from time to time, provided, however, that the term "Instrument" shall be such term as defined in the Wisconsin Uniform Commercial Code-Secured Transactions Chapter 409. All references in this Agreement to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidation of any provision of this Agreement shall not affect the validity of any other provision. This Agreement is intended by Debtor and Lender as a final expression of this Agreement and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Agreement. This Agreement may not be supplemented or modified except in writing.

11. PERSONS BOUND

Each person signing this Agreement is a Debtor. All Debtors are jointly and severally liable under this Agreement. This Agreement benefits Lender; its successors and assigns, and binds Debtor(s) and their respective heirs, personal representatives, successors and assigns and shall bind all persons and entities who become bound as a debtor to this Agreement. If checked here, this Agreement amends and replaces in their entirety the provisions of all existing Selective Business Security Agreements between Debtor and Lender; provided, however, that all security interests granted to Lender under those existing security agreements shall remain in full force and effect, subject to the provisions of this Agreement. Debtor acknowledges receipt of a completed copy of this Agreement.

12. OTHER PROVISIONS

(If none are stated below, there are no other provisions.)

Address: 4104 Ruger Ave _____ (SEAL)

SEE SECTIONS 3(j) AND (k)

Janesville, WI 53545 _____ (SEAL)

STATE OF ORGANIZATION

TYPE OF ORGANIZATION

Juan M Avila _____ (SEAL)

Rocio M Avila _____ (SEAL)

Address: _____ (SEAL)

SEE SECTIONS 3(j) AND (k)

TYPE OF ORGANIZATION

STATE OF ORGANIZATION

BRENNAN ■ STEIL S.C.

ATTORNEYS AT LAW

ONE EAST MILWAUKEE STREET
JANESVILLE, WI 53545
P.O. BOX 1148
JANESVILLE, WI 53547-1148
PH: 608.756.4141
FAX: 608.756.9000

August 5, 2010

Juan M. Avila
4104 Ruger Avenue
Janesville, WI 53545

Rocio M. Avila
4104 Ruger Avenue
Janesville, WI 53545

RE: FAIR DEBT COLLECTION PRACTICES ACT NOTICE

Dear Mr. and Mrs. Avila:

Please be advised that I represent Blackhawk Community Credit Union to collect your debt, and any information will be used for that purpose.

As of August 5, 2010, you owed Blackhawk Community Credit Union \$109,373.92 on the Note and Mortgage attached to the Foreclosure Complaint as Exhibits A and B. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Therefore, if you pay the amount shown above, an adjustment may be necessary after Blackhawk Community Credit Union receives its payment. In that event, we will inform you before depositing the payment for collection.

Federal law allows you, thirty (30) days after you receive this letter to dispute the validity of the debt or any part of it. If you do not dispute the debt or any part of it within that time period, I will assume that it is valid. If you do dispute it - by notifying me at Brennan Steil S.C., One East Milwaukee Street, P.O. Box 1148, Janesville, Wisconsin 53547-1148 in writing to that effect - I will, as required by law, obtain and mail to you proof of the debt. If, within the same time period, you request in writing the name and address of your original creditor, if the creditor is different from the current creditor (Blackhawk Community Credit Union), we will furnish you that information also.

The law does not require me to wait until the end of the thirty (30) day period before suing you, to collect this debt. If, however, you request proof of the debt, or the name and address of the original creditor within the thirty (30) day period that begins with your receipt of

EXHIBIT D

35

Mr. Juan M. Avila
Mrs. Rocio M. Avila
August 5, 2010
Page 2

this letter, the law requires us to suspend our efforts (through litigation or otherwise) to collect the debt until I mail the requested information to you.

This advice pertains to your dealings with me as a debt collector. It does not affect your dealings with the court, and in particular it does not change the time at which you must answer the complaint. The summons is a command from the court, not from me, and you must follow its instructions even if you dispute the validity or amount of the debt. The advice in this letter also does not affect my relations with the court. As a lawyer, I may file papers in the suit according to the court's rules and the judge's instructions.

Very truly yours,

BRENNAN ■ STEIL s.c.



By: Nancy B. Johnson
E-Mail: njohnson@brennansteil.com

NBJ/pem

00339612.DOC

August 18, 2010

Walworth County Board &
Walworth County Land Use & Resource Management Department
100 West Walworth Street
P.O. Box 1001
Elkhorn, WI 53121

Dear Walworth County Board as well as Walworth County Land Use & Resource Management Department,

In May of 2010, I regretfully was forced to list for sale a small ranch home on 6 acres of woods and 24 tillable acres. This property is part of the trust belonging to my elderly mother. This decision was not entered into lightly and was made solely to provide desperately needed funds for her continuing nursing care at an Alzheimer's facility.

In this depressed economic market, interest has been minimal with the exception of the purchase of just the house on the wooded 6 acres or just the 24 vacant acres if that acreage were buildable. In an attempt to divide this property, and only after a \$1,800.00 land rezone sketch was completed, was the fact revealed that this proposed rezoning of A-1 land to A-2 would cost \$900.00 per acre if approved. The \$20,700.00 fee makes the possibility of dividing this property financially difficult, as the funds are not available. This new mandate has therefore diminished the value of the available assets needed for the continuing care of my 86-year-old mother.

Rezoning A-1 land for the sake of rezoning is an encroachment on our agricultural resources, but for those who have legitimate life and death issues involved, the new state mandate regarding the fee on A-1 rezones may literally provide a death sentence for many elderly landowners.

It is my understanding that agricultural conversion fees were not in existence during the change in interpretation of the code in Walworth County. I feel the code requiring a rezone for substandard A-1 parcels is arbitrary allowing property owners who have stand alone substandard A-1 parcels with no attached standard zone district to build on the substandard A-1 land without a rezone.

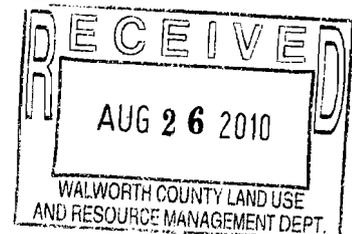
Please rethink your position on the rezone requirement in light of what I and I suspect other citizens will experience.

Sincerely,

Mary Beth Gibbons-Adams

Mary Beth Gibbons-Adams
Mary Beth Gibbons-Adams

Daughter and Legal Guardian for Virginia Gibbons
N318 Alden Road
Walworth, WI 53184



37.



JIM DOYLE
GOVERNOR
STATE OF WISCONSIN

August 11, 2010

RECEIVED

AUG 13 REC'D

Walworth County Board

Nancy Russell, County Board Chair
Walworth County
PO BOX 1001
Elkhorn, WI 53121

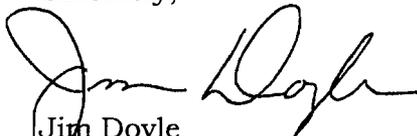
Dear Ms. Russell:

I am pleased to award Walworth County a Homeland Security grant totaling \$38,600 for a WISCOM radio in the law enforcement command vehicle.

Director Kevin Williams, at Walworth County Emergency Management, is identified as the project director. The Wisconsin Office of Justice Assistance will be forwarding the grant award documents and additional information to their attention.

Thank you for your participation in this program and your commitment to the safety of all Wisconsin citizens.

Sincerely,


Jim Doyle
Governor



RECEIVED
WALWORTH COUNTY CLERK

2010 AUG 11 AM 8:57

WISCONSIN DEPARTMENT OF
ADMINISTRATION

JIM DOYLE
GOVERNOR

DAN SCHOOFF
SECRETARY

Demographic Services Center
Division of Intergovernmental Relations
101 East Wilson Street, 9th Floor
Post Office Box 8944
Madison, WI 53708-8944
Voice (608) 266-1927
Fax (608) 267-6917 TTY (608) 267-9629

KIMBERLY BUSHEY
CLERK, WALWORTH COUNTY
PO BOX 1001
ELKHORN, WI 53121-

August 10, 2010

Dear County Clerk:

The preliminary estimate of the January 1, 2010 population for WALWORTH County is 102,022. This represents a change of 10,009 persons (10.9 percent) since the 2000 census.

<u>Municipality</u>	<u>2000 Census Count</u>	<u>2010 Prelim. Estimate</u>
TOWN OF BLOOMFIELD	5,537	6,341
TOWN OF DARIEN	1,747	1,999
TOWN OF DELAVAN	4,559	4,893
TOWN OF EAST TROY	3,830	3,950
TOWN OF GENEVA	4,642	4,788
TOWN OF LA FAYETTE	1,708	1,993
TOWN OF LA GRANGE	2,444	2,591
TOWN OF LINN	2,194	2,405
TOWN OF LYONS	3,440	3,734
TOWN OF RICHMOND	1,835	1,986
TOWN OF SHARON	912	932
TOWN OF SPRING PRAIRIE	2,089	2,203
TOWN OF SUGAR CREEK	3,331	3,809
TOWN OF TROY	2,328	2,416
TOWN OF WALWORTH	1,676	1,795
TOWN OF WHITEWATER	1,399	1,500
VILLAGE OF DARIEN	1,572	1,641
VILLAGE OF EAST TROY	3,564	4,249
VILLAGE OF FONTANA	1,754	1,890
VILLAGE OF GENOA CITY	1,949	2,763
VILLAGE OF MUKWONAGO	0	74
VILLAGE OF SHARON	1,549	1,556
VILLAGE OF WALWORTH	2,304	2,651
VILLAGE OF WILLIAMS BAY	2,415	2,696
CITY OF BURLINGTON	0	0
CITY OF DELAVAN	7,956	8,433

<u>Municipality</u>	<u>2000 Census Count</u>	<u>2010 Prelim. Estimate</u>
CITY OF ELKHORN	7,305	9,535
CITY OF LAKE GENEVA	7,148	7,689
CITY OF WHITEWATER	10,826	11,510
Total for County of WALWORTH	92,013	102,022

Approximately 79,341 of the estimated population for the County of WALWORTH are of voting age. The County's voting age population is the summation of the voting age population for all communities within the county. This approximation is a courtesy estimate which helps you comply with Wisconsin Statute 5.66 which requires municipal clerks to approximate the number of electors prior to elections. The voting age population was calculated by applying the census proportion of persons over 18 to the preliminary January 1st estimate, and then multiplying the result by a state-wide factor to account for the general aging of the population.



DOA Local Government Report

August 2010, Volume 7, No.2

Grants for Public Facilities and Buildings

In this SPECIAL FUNDING EDITION

Grants for Public Facilities and Buildings

Drinking Water and Wastewater Funding Sources Workshop

Coastal Management Program Grants

How to Use Grants.Gov to Find Federal Grants

Locating State Grants at WiGrants.wi.Gov

Wisconsin Partnership Program Helps Locals Save Money and Resources

Tourism Grants

DOA Local Government Report is published biannually by the Wisconsin Department of Administration, Division of Intergovernmental Relations, 101 East Wilson St 9th FL, Madison, WI 53703.

Please direct general questions or comments to Dawn Vick, DOA Division of Intergovernmental Relations, (608) 266-7043 or dawn.vick@wisconsin.gov.

One of the most common needs local and Tribal governments have is funding the construction and maintenance of public facilities and public buildings. Grants and loans for public infrastructure and community facilities such as police and fire stations, town halls, and community centers are available from three key sources.

Wisconsin Department of Commerce – Community Development Block Grant for Public Facilities (CDBG-PF)

<http://www.commerce.wi.gov/CD/CD-bcf-cdbg-pf.htm>

CDBG-PF is a financing tool for general-purpose local and Tribal units of government in need of funds to undertake infrastructure and public building projects (excluding buildings for the conduct of government). For *public infrastructure grants*, eligible projects include the installation or repair of public water systems and sanitary sewer systems; storm drainage systems; streets, sidewalks, curb and gutter; parking; street lights; and streetscape. For *community facility grants*, eligible projects include capital expenditures for physical facilities necessary to add or prevent the loss of basic services or critical public amenities. Examples include libraries, community and senior centers, fire stations, health clinics, sheltered workshops, and day care facilities. Costs to remove architectural barriers in structures, including structures used for general government function which limit access or mobility for elderly or handicapped persons are eligible. *Downtown revitalization grants* are available for a range of activities intended to promote the revitalization of downtown business districts.

Board of Commissioners of Public Lands State Trust Fund Loan Program

<http://bcpl.wisconsin.gov/section.asp?linkid=1438&locid=145>

The State Trust Fund Loan Program finances community and school projects across Wisconsin. Over the last 15 years, two-thirds of the state's school districts and half of its municipalities have taken advantage of these loans, with the interest paid returned to every Wisconsin community in the form of public school library aid. Projects made possible through the State Trust Fund Loan Program include the Bayfield County Courthouse renovation, Kewaskum High School renovation, and La Crosse riverfront restoration and downtown revitalization.

USDA Rural Development Grant Program

http://www.rurdev.usda.gov/HCF_CF.htm

The United States Department of Agriculture offers grants and loans to develop essential community facilities in rural areas and towns of up to 20,000 in population. Grants, loans, and loan guarantees are available for water and environmental projects, as well as community facilities projects. Water and environmental projects include water systems, waste systems, solid waste, and storm drainage facilities. Community facilities projects develop essential community facilities for public use in rural areas and may include hospitals, fire protection, safety, as well as many other community-based initiatives.

Drinking Water and Wastewater Funding Sources Workshop

On November 10, 2010, the Department of Natural Resources will present a workshop to address available funding for drinking water and wastewater projects. This workshop will provide up-to-date information about funding options for municipalities and others planning to build or upgrade water or wastewater systems. Speakers will also discuss how to meet proposed phosphorus rule changes, and "Green" solutions that should save systems money and may help to secure federal funding. If you have a water or wastewater project in your future, we encourage you to attend:

November 10, 2010
Wisconsin Rural Water Association
350 Water Way
Plover, WI

Workshop check-in starts at 8:30 a.m., with presentations beginning at 9:00. The session should end at 12:15 p.m. Following the workshop, funding source agency representatives in attendance will be available to meet one-on-one to discuss specific water and wastewater funding options. There is NO CHARGE for attending the workshop, and pre-registration is not required.

Committee participating agencies include the Wisconsin Rural Water Association; Wisconsin Department of Natural Resources; Wisconsin Department of Commerce; Wisconsin Community Action Program; Wisconsin Department of Veterans Affairs; Wisconsin Department of Administration, Division of Intergovernmental Relations; Board of Commissioners of Public Lands, State Trust Fund; USDA Rural Development; and the Foundation for Rural Housing, Inc.

For more details regarding this workshop, contact Jerry Wilson at gerald.wilson@wisconsin.gov or (608) 264-8986.

Coastal Management Program Grants

Wisconsin enjoys nearly 1,000 miles of Great Lakes shoreline. Continuing the state's efforts to enhance Wisconsin's coastal resources, the Wisconsin Coastal Management Program (WCMP) at the Department of Administration is accepting proposals for its 2011-2012 grant program. Up to \$1.5 million will be available for wetland protection and habitat restoration, nonpoint source pollution control, coastal resource and community planning, Great Lakes education, public access and historic preservation. Projects must be located in one or more Wisconsin counties on the shores of Lake Superior or Lake Michigan.

Towns, villages, cities, counties, Tribal governments, state agencies, colleges and universities, regional planning commissions and nonprofit organizations are all eligible to apply. The application deadline is November 1, 2010 and projects may begin no earlier than July 1, 2011. To assist with grant applicants, the Wisconsin Coastal Management Program is sponsoring free application workshops throughout the state. For a schedule and list of locations, please visit the WCMP website <http://coastal.wisconsin.gov>.

Application materials and the Request for Proposals are available on the WCMP website at <http://coastal.wisconsin.gov>. Applicants are encouraged to contact WCMP staff early to discuss ideas for project proposals and application requirements.

For more information, contact Michael Friis at the DOA's WCMP, (608) 267-7982 or coastal@wisconsin.gov.

How to Use Grants.gov to Find Federal Grants

Launched in 2003, Grants.gov provides a one-stop electronic Internet portal where potential grant recipients can find and apply for federal grant opportunities. Grants.gov provides the capability for applicants to search grant opportunities, register to receive notices of new opportunities, download application packages and instructions, complete applications offline and securely upload completed applications. Upon receipt of the application, Grants.gov sends an electronic acknowledgement to the applicant and delivers the completed application to the agency. This one-time registration process allows a local or Tribal government to submit grant applications to all federal grant-making agencies posting applications on Grants.gov.

In addition to conducting a basic grant search, local and Tribal governments may also want to consider signing up to be alerted of new opportunities that become available on Grants.gov. To do this, go to <http://www.Grants.gov> and click on "Find Grant Opportunities". Then, scroll and click on "Subscriptions". At this screen, click on "Notices Based on Advanced Criteria".

At the "Subscription Services" screen, enter the email address of the individual you want to receive grant notices. Then simply select what kinds of grants you want to receive notices about. Once you have chosen your criteria, you can click the "Subscribe to Mailing List" button and you have completed the required steps to be added to the mailing list.

The State of Wisconsin does not administer or award any portion of these federal grant programs, however, the Department of Administration encourages the use of Grants.gov as part of an effort to ensure that state, local, and Tribal governments get their fair share of federal funds.

Wisconsin Partnership Program Helps Locals Save Money and Resources

Through the Wisconsin Partnership initiative, the Department of Administration has been working with local and Tribal governments to help them learn about the many programs and services that exist in state government that can aid in saving money and resources. Procurement, technical, financial and other assistance is available for county, municipal, Tribal and school district governments across Wisconsin to help them deliver vital public services more efficiently.

The Wisconsin Partnership website, <http://wisconsinpartnership.wi.gov>, is designed to make these state resources easy to locate. wisconsinpartnership.wi.gov has recently been enhanced to help local governments more easily find information about state purchasing contracts that local governments can use to purchase goods and services offered.

The website now offers direct links to contracts that local governments would most often use, in categories such as firefighting equipment, police equipment, building maintenance, janitorial supplies, public works (street, sewer, parks), health care supplies, office supplies, furniture, vehicles, and vehicle maintenance and parts.

Also know that <http://wisconsinpartnership.wi.gov> can assist you in locating funds that are featured in this newsletter, with links to some of the most used funding information sources such as Grants.Gov and WiGrants.wi.gov.

For additional information on the Wisconsin Partnership and how it can benefit local and Tribal governments, please visit <http://wisconsinpartnership.wi.gov> or contact Dawn Vick at (608) 266-7043 or dawn.vick@wisconsin.gov.

Locating State Grants at WiGrants.wi.gov

The Wisconsin Department of Administration maintains a centralized, online listing of competitive, application-based state grants available to local and Tribal governments located at <http://wigrants.wi.gov>. The catalog is one of several initiatives led by DOA to strengthen the working relationship between state, local and Tribal governments. The site contains information on over 150 programs from 14 state agencies.

The WiGrants catalog is intended to improve local governments' ability to locate grant opportunities so they can continue to improve their local communities. Visit <http://wigrants.wi.gov> for a complete listing of grants offered by state agencies.

Tourism Grants

The Wisconsin Department of Tourism provides partnership funding to non-profit organizations to keep Wisconsin's tourism industry growing. Three grants may be of particular interest to local and Tribal governments—the Joint Effort Marketing grant, the Ready, Set, Go! sports grant or the Tourist Information Center grant.

Joint Effort Marketing Grant Program

The Department of Tourism offers grants to keep Wisconsin's tourism industry strong and growing. To be funded, projects must show they will generate an increase in number of visitors and dollars brought into the local area. Funding categories include new and existing events, sales promotions, and destination marketing. Eligible expenses include things like e-mail marketing, print and broadcast ads, direct mail, publicity, and billboards. By state statute, Tourism can reimburse up to 75% of a project's first year promotional costs. For some categories Tourism even offers grant support during subsequent years.

Ready, Set, Go! Grant Program

Attracting amateur and professional sports events is a competitive, lucrative, and growing segment of tourism. This grant program helps destinations with up-front funds to secure competitive events and attract sporting events to Wisconsin.

Tourist Information Center (TIC) Grant Program

This program is designed to assist municipalities and Tribal governments who operate a regional tourist information center. An eligible applicant may be reimbursed up to \$15,000 per year. The grant program will reimburse up to 50% of eligible expenses. Eligible expenses are limited to staffing costs for the TIC, costs to acquire promotional materials, and costs for standard display equipment. Approved grants are handled as expense reimbursements which means you would have incurred expenses before submitting your application. Applications are due by January 1, 2011 for eligible expenses already incurred between July 1, 2010 and December 31, 2010.

For more information on these Wisconsin Department of Tourism grants, visit <http://industry.travelwisconsin.com/en/Grants.aspx>.

DOA Local Government Report is published biannually by the Wisconsin Department of Administration, Division of Intergovernmental Relations, 101 East Wilson Street 9th Floor, Madison, WI 53703.

Please direct general questions or comments to Dawn Vick, Team Leader, Intergovernmental Services Team, DOA Division of Intergovernmental Relations, (608) 266-7043 or dawn.vick@wisconsin.gov.

COUNTY POPULATION ESTIMATE CHALLENGE FORM

If you believe the estimate of the county or any of its component municipalities is not a reasonable approximation of the population, complete this form and submit it **with administrative data** that can be used to evaluate the challenge. Submit the challenge on or before **September 15, 2010**.

Mail challenges to:

**David Egan-Robertson, Demographer
Demographic Services Center
WI Department of Administration
PO Box 8944
Madison, WI, 53708-8944
(608) 266-1755**

The Council/Board of the County of _____

has authorized me to submit a challenge to the correctness of the annual preliminary population estimate prepared for our county. The county contends the estimate is inaccurate because it is based upon inadequate information.

Evidence based upon administrative records or other information is presented in support of this contention, as required by §16.96 of the Wisconsin Statutes.

The statutes do not permit the Department of Administration to accept the results of a population enumeration conducted by any group, agency or unit of government other than the U. S. Census Bureau.

NAME: _____

TITLE: _____

MAILING ADDRESS: _____

DAYTIME TELEPHONE: () _____

SIGNATURE: _____ DATE: _____

CHANGE OF ADDRESS/OFFICE HOLDER NOTIFICATION

(This side of form is for Change of Address or Office Holder only.)

MAIL TO:

**Demographic Services Center
WI Department of Administration
PO Box 8944
Madison, WI, 53708-8944**

Please note **name/address change** below for:

County of: _____

NAME: _____

TITLE: _____

OFFICIAL MAILING ADDRESS: _____

DAYTIME TELEPHONE: () _____

SIGNATURE OF RESPONDENT: _____

DATE: _____



"Egan-Robertson, David -
DOA"
<david.eganrobertson@wisconsin.gov>

08/11/2010 03:26 PM

To "kbushey@co.walworth.wi.us"
<kbushey@co.walworth.wi.us>

cc

bcc

Subject RE: County Clerks' Preliminary Estimate Challenge/Address Form

Dear Ms. Bushey:

I should have clarified that the change would be between our final 1/1/2009 estimate and the preliminary 1/1/2010 estimate. On the letter we send to county clerks, it lists only Census 2000 and the most current estimate. From 2009 to 2010, we lowered Geneva's estimate from 5,218 to 4,788; we raised Elkhorn's estimate from 9,021 to 9,535.

David Egan-Robertson
Demographer
Demographic Services Center
WI Department of Administration
david.eganrobertson@wisconsin.gov
608-266-1755

From: kbushey@co.walworth.wi.us [mailto:kbushey@co.walworth.wi.us]
Sent: Wednesday, August 11, 2010 1:49 PM
To: Egan-Robertson, David - DOA
Subject: Fw: County Clerks' Preliminary Estimate Challenge/Address Form

Does the preliminary estimate that you have mailed to our office include the correction between the Town of Geneva and the City of Elkhorn? I am asking because I did not see a decrease in the Town of Geneva?

Thank you for your time and attention.

Kimberly S. Bushey
Walworth County Clerk
100 West Walworth Street
P.O. Box 1001
Elkhorn, WI 53121

Telephone: (262) 741-4241

----- Forwarded by Kimberly S Bushey/WALCO on 08/11/2010 01:19 PM -----

Theresa Cliffgard/WALCO

To Kimberly S Bushey/WALCO@WALCO

cc

08/11/2010 11:40 AM

Subject Fw: County Clerks' Preliminary Estimate Challenge/Address Form

Theresa Cliffgard
Walworth County Clerk's Office
262-741-4241
262-741-4287 (fax)

----- Forwarded by Theresa Cliffgard/WALCO on 08/11/2010 11:40 AM -----
"Egan-Robertson, David - DOA" <david.eganrobertson@wisconsin.gov>

08/11/2010 10:38 AM

To "tcliffga@co.walworth.wi.us"
<tcliffga@co.walworth.wi.us>
cc
Subje County Clerks' Preliminary Estimate
ct Challenge/Address Form

Dear Teresa:

Attached please find a Word document that includes the county-level challenge form and change-of-address form.

One item that I should bring to your attention this year in Walworth County: We discovered that the city of Elkhorn had annexed the County Jail and Lakeland Health Center from the town of Geneva in 2003, but we had failed to capture the transfer of population. In addition, neither community had notified us of our omission since then (we list the institutional population on each municipality's preliminary estimate letter).

I confirmed the annexation with Darlene Igl, Elkhorn city clerk, and earlier this week sent an explanatory letter to her and Debra Kirch, Geneva town clerk, so that they would have a formal record of this change. Thus, in the 2010 preliminary estimate letter, Elkhorn shows a sizeable increase and Geneva a sizeable decrease.

Please contact me again if you have any questions.

David Egan-Robertson
Demographer
Demographic Services Center
WI Department of Administration
david.eganrobertson@wisconsin.gov
608-266-1755

RESOLUTION 24-2010

Resolution offered by FINANCE COMMITTEE

RESOLVED by the Board of Supervisors of Forest County, Wisconsin, That

WHEREAS, beginning in 2010 state law requires counties and municipalities to obtain approval from the Department of Revenue (hereinafter referred to as "DOR") to reduce spending on emergency services less than the 2009 baseline levels; and

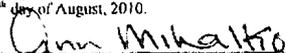
WHEREAS, the newly-enacted statute allows for a reduction in spending on emergency services only if the DOR agrees that the reduction is the result of an operating efficiency; and

WHEREAS, if a county or municipality cuts its emergency services budget without DOR approval, DOR may reduce the shared revenue payment to that county or municipality as a penalty.

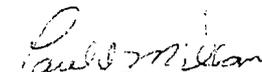
NOW, THEREFORE, BE IT RESOLVED BY THE FOREST COUNTY BOARD OF SUPERVISORS that the Forest County Board of Supervisors opposes the new law and requests that Section 79.07 of the Wisconsin Statutes be repealed so that it restores the authority of local elected officials in setting spending priorities for their city, village, town or county.

BE IT FURTHER RESOLVED, that upon passage, copies of this resolution be forwarded to all Wisconsin counties and the Wisconsin Counties Association.

I, County Clerk, in and for the said County of Forest, State of Wisconsin, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the County Board of Supervisors of Forest County, Wisconsin, in legal session on the 17th day of August, 2010.


Ann Mikalito
Forest County Clerk

Dated this 17th day of August, 2010.

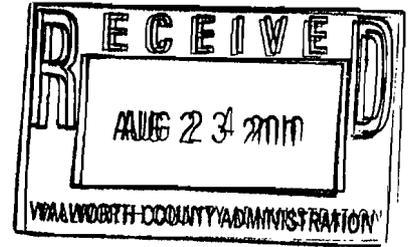

Paul Wilson
Supervisor

Forest County

ROLL CALL SHEET COUNTY BOARD			
Date <u>8-17-10</u>			
No. <u>24-2010</u>			
Resolution <u>2</u>	Ordinance _____		
Motion:	Adopted <input checked="" type="checkbox"/>		
1st <u>Millan</u>	Lost _____		
2nd <u>Johnson</u>	Tabled _____		
	Aye	No	Absent
Albrecht	✓		
Chaney	✓		
Dailey	✓		
Dehart	✓		
Huettl, A X	✓		
Huettl, E	✓		
Johnson	✓		
Kincaid	✓		
Landru	✓		
LeMaster	✓		
Lukas	✓		
Matuszewski	✓		
Millan	✓		
Mueller	✓		
Shaffer	✓		
Soch	✓		
Sparks	✓		
Stormer	✓		
Tauer	✓		
Vollmar	✓		
Weber	✓		
TOTAL	21	0	0

JOYCE I. KETCHPAW
3057 SOUTH ST.
EAST TROY, WI 53120
August 23, 2010

Walworth County Board of Supervisors
Walworth County Administration Center
100 W. Walworth
Elkhorn, WI 53121



ATT: Nancy Russell, County Board Chair

Dear Chair Russell and County Board Supervisors:

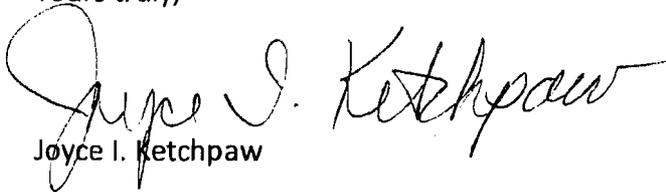
It is with some degree of sadness that I submit the resignation of my county board appointed seat on the Walworth County Health and Human Services Board effective September 1, 2010.

Those of you who know me know I have thoroughly enjoyed my appointment and my association with fellow board members and staff! In a sense, this ends a 40 year relationship I have enjoyed with what was once the Walworth County Welfare Department and now Walworth County Human Services Department.

My home is now for sale and my fiancé and I are looking for property in northern Wisconsin.

I wish you continued success in your selection of competent staff and your development of successful policy that yields effective programming for county residents.

Yours truly,


Joyce I. Ketchpaw

CC: David Bretl, Walworth County Administrator
Jerry Grant, Chair, Health and Human Services Board
Linda Seemeyer, Director, Health and Human Services Department

RESOLUTION NO. 08-10-03

RESOLUTION AUTHORIZING FINANCIAL SUPPORT OF LOCAL PUBLIC HEALTH BY THE STATE OF WISCONSIN

WHEREAS, pursuant to Wis. Stats. S. 252.03, every local health department shall immediately investigate and promptly take all measures to prevent, suppress and control communicable diseases; and,

WHEREAS, currently there is no state financial support to reimburse local health departments for the cost of carrying out the state mandate for communicable disease prevention and control; and,

WHEREAS, Monroe County utilizes local tax levy to meet the obligation of communicable disease control that protects both local and statewide population; and,

WHEREAS, Wisconsin ranked 2nd to last in the United States in 2008 for state support of local public health funding.

NOW THEREFORE BE IT RESOLVED, that the Monroe County Board of Supervisors does hereby encourage Governor Jim Doyle, Senators Dale Schultz, Kathleen Vinehout, Dan Kapanke, Representatives Edward Brooks, Mark Radcliffe, Michael Huebsch, Lee Nerison and the Wisconsin Counties Association in its legislative platform to support State of Wisconsin funding to local health departments to cover a portion of the cost of communicable disease prevention and control mandated by Wis. Stat. s. 252.03.

Dated this 25th day of August 2010.

OFFERED BY THE MONROE COUNTY BOARD OF HEALTH

Bob Ratzliff
Sharon Falcey
[Signature]
Noddy VanWijchen

F.R. Fager
[Signature]
[Signature]

Monroe County Board of Health vote: 7 yes, 0 no

Statement of purpose: The purpose of this Resolution is legislative financial support for Wisconsin Local Health Department's to cover a portion of the cost of communicable disease prevention and control mandated by Wis. Stat. s. 252.03.

Approved by: as follows ACK

STATE OF WISCONSIN)
COUNTY OF MONROE) SS
I, SHELLEY R. BOHL, Monroe County Clerk,
DO HEREBY CERTIFY that the foregoing is a true and
correct copy of 08-10-03
adopted by the County Board of Supervisors at the
meeting held August 25, 2010
Shelley R. Bohl
SHELLEY R. BOHL, MONROE COUNTY CLERK

RESOLUTION NO. 37-10

RESOLUTION SUPPORTING THE LEGISLATIVE COUNCIL STUDY ON MFL PROGRAM
Legislative Study Reviewing the Managed Forest Land Program

WHEREAS, Federal, State and County Forest along with property in the Managed Forest Land (MFL) program make up 49% of Price County; and

WHEREAS, the loss of revenue and compensation to counties where counties receive 20% or .33/acre of the acreage share payment on MFL closed and .13/acre on MFL open for a total of \$58,968.94 compared to \$942,111.70 (total assessed value x mil rate); and

WHEREAS, there is an increase in property being enrolled in MFL program, (270,000 acres privately owned forest land with 120,000 currently signed up for MFL), as real estate taxes rise therefore shifting the tax burden to the residential and commercial properties; and

WHEREAS, nothing is paid toward the school levies by properties in the MFL program; and

WHEREAS, currently property taxes do not have to be paid in full on a parcel that a cutting permit is being issued. To prevent tax delinquency after timber is harvested, taxes should be paid in full prior to cutting permit issuance; and

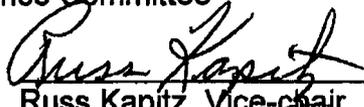
WHEREAS, buildings located on managed forest lands are taxed as personal property buildings on leased land rather than real estate,

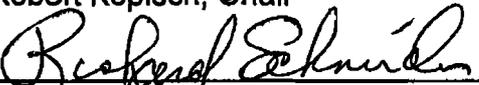
NOW THEREFORE BE IT that the Price County Board of Supervisors support the Legislative Council study of the MFL program.

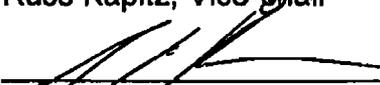
BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded by the County Clerk to Representative Fred Clark, Chairman; Representative Don Friske, Vice-Chairman; Senator Jim Holperin, Mark Abeles-Alison, Bayfield County Administrator and Dean Pelkey, Packaging Corporation of America (northern representatives on the committee). Dated this 29th day of July, 2010.

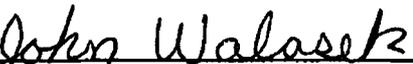
Submitted by the Price County Executive/Finance Committee


Robert Kopisch, Chair


Russ Kapitz, Vice-chair

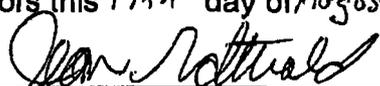

Richard Schneider


Joseph Rasmussen


John Walasek

Adopted by the Price County Board of Supervisors this 17th day of August 2010


Robert Kopisch, County Board Chair


Jean Gottwald, County Clerk

For 12 Against 0

WASSEL, HARVEY & SCHUK, LLP

1034D ANN STREET P.O. BOX 524
DELAVAN, WISCONSIN 531150524

STEVEN R. WASSEL
STEVEN C. HARVEY
BRIAN A. SCHUK

TELEPHONE: (262) 728-0700
FAX: (262) 728-0300

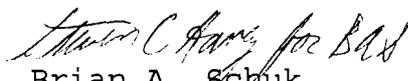
August 19, 2010

Re: 198 Martin Street, Sharon, WI

Dear Sir/Madam:

Enclosed herewith please a raze order for the property at 198 Martin Street, Sharon, Walworth County, Wisconsin, which is hereby served upon you as an encumbrance holder of record. The tax key no. is UWS 00009.

Sincerely,


Brian A. Schuk

hsh
Enclosure

To: Walworth County Clerk
PO Box 1001
Elkhorn, WI 53121

2010 AUG 20 PM 1:46

RECEIVED
WALWORTH COUNTY CLERK

RECEIVED

AUG 20 2010

CORPORATION COUNSEL
WALWORTH COUNTY

RAZE ORDER

RECEIVED
WALWORTH COUNTY CLERK

2010 AUG 20 PM 1:47

Document Number

Title of Document

TO: William Eubanks, 837 Maple Street, Twin Lakes, Wisconsin 53181
M&I Bank of Racine, 441 Main Street, Racine, Wisconsin 53403
Walworth County, WI, PO Box 1001, Elkhorn, WI 53121

During an inspection of the property located at 198 Martin St., Village of Sharon, Walworth County, Wisconsin the undersigned building official observed the following conditions:

Single family dwelling

1. Significant fire damage to interior and/or exterior.
2. Structural damage to roof, exterior stairway, porches, siding, windows, exterior and interior walls.
3. No electric service to structure.

The cumulative violations are so excessive that the undersigned building official finds that said building(s) is old, dilapidated or out of repair and consequently dangerous, unsafe, unsanitary or otherwise unfit for human habitation and unreasonable to repair. Pursuant to Sec. 66.0413, Wis. Stats., you, William Eubanks, are hereby ordered to raze said building(s).

Record this document with the Register of Deeds

Name and Return Address:
Wassel, Harvey & Schuk, LLP
PO Box 524
Delavan, WI 53115

UWS 00009

(Parcel Identification Number)

The undersigned building official has determined that the cost of necessary repairs would exceed fifty (50) percent for the assessed value of such building(s) divided by the ratio of the assessed value to the recommended value as last published by the Department of Revenue for the Village of Sharon.

The legal description of this property is: Lot 1 of Block 2 of Wise's Subdivision and Lots 14 and 15 of Block 7 of Citizens Addition to the Village of Sharon, as per plat recorded in the office of the Register of Deeds for Walworth County, Wisconsin.

Records in this office disclose that you are the owner or a party who has an interest in said property.

You, William Eubanks, are therefore ordered to raze and remove the above stated building(s) and restore the site to a dust-free and erosion-free condition as required by Wisconsin Statutes and all applicable ordinances of the Village of Sharon within thirty (30) days of receipt of this order.

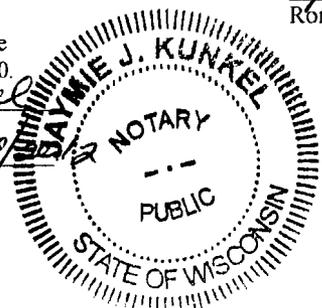
If you should fail to comply with this order, the undersigned Building Inspector shall cause the structure to be razed and removed and the site to be restored to a dust-free and erosion-free condition. The cost to raze, remove and restore shall be charged to the property and collected as a special tax, as provided by Section 66.0703, Wisconsin Statutes.

You are further notified that all materials, fixtures and personal property must be removed from the site by the time of expiration of compliance time or such materials, fixtures, and personal property will be disposed of in accordance with Section 66.0413(1)(i), Wisconsin Statutes.

Dated this 5th day of August, 2010.

Ronald Nyman
Ronald Nyman, Building Inspector for Village of Sharon, Wisconsin

Subscribed and sworn to before me
this 5 day of Aug, 2010.
Daymie J. Kunkel
Notary Public, State of Wisconsin
My commission expires 3/18/2012



Drafted by:
Steven C. Harvey
Wassel, Harvey & Schuk, LLP

55



Neighborhood Services • Code Enforcement / Zoning and Department of Public Works
312 W. Whitewater Street / P.O. Box 178, Whitewater, WI 53190
(262) 473-0540 • Fax (262) 473-0549
www.ci.whitewater.wi.us

To: Surrounding and overlapping units of government

From: Michele Smith, City of Whitewater Clerk

Date: August 16, 2010

Re: Public Hearing Draft, City of Whitewater Comprehensive Plan Amendment

Enclosed please find a signed Plan and Architectural Review Commission resolution indicating the Commission's recommendation to adopt an amendment to the City of Whitewater Comprehensive Plan. The City Council will hold a Public Hearing on the amendment on September 21, 2010. If you wish to comment on the Comprehensive Plan amendment, please do so in advance of the public hearing so your feedback may be considered by the City before the amendment is adopted.

Thank you.

PUBLIC HEARING ON AMENDMENT TO COMPREHENSIVE PLAN

Notice is hereby given that on September 21, 2010 a Public Hearing will be held at 6:30 p.m. in the City of Whitewater Municipal Building, at 312 W. Whitewater Street

The Public Hearing will be held to gather public input on a proposed amendment to the City of Whitewater Comprehensive Plan changing the future land use category for the property located at 234 N. Prince Street from "Institutional" to "Higher Density Residential."

The Comprehensive Plan and information regarding the proposed amendment is available for review at the City of Whitewater Municipal Building during normal office hours. Please contact Michele Smith, City Clerk for more information.

Interested persons may present testimony regarding the proposed amendment in person at the meeting or in writing to Michele Smith, City Clerk on or before September 21, 2010 at 4:00 p.m.

Dated this 16th day of August, 2010
Michele Smith, City Clerk
City of Whitewater

PLAN AND ARCHITECTURAL REVIEW COMMISSION RESOLUTION 2010-_____

RECOMMENDING AN AMENDMENT TO THE COMPREHENSIVE PLAN OF
THE CITY OF WHITEWATER

WHEREAS, on February 2, 2010, the City Council of Whitewater adopted the *City of Whitewater Comprehensive Plan* (hereinafter "*Plan*") as the City's comprehensive plan under Section 66.1001(4), Wisconsin Statutes, with said *Plan* including procedures for regular consideration of amendments to it; and

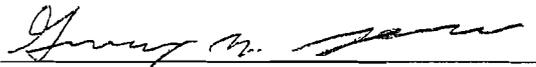
WHEREAS, Section 66.1001(4), Wisconsin Statutes, establishes the required procedure for a local government to amend a comprehensive plan once it has been initially adopted; and

WHEREAS, the City of Whitewater Plan and Architectural Review Commission has the authority to recommend amendments to the *Plan* to the City Council, under Section 66.1001(4)(b); and

WHEREAS, to better reflect the City's desired future land use pattern, the Plan and Architectural Review Commission has identified the need to amend Map 5: Future Land Use to change the future land use category for the property located at 234 N. Prince Street from "Institutional" to "Higher Density Residential"; and

NOW, THEREFORE, BE IT RESOLVED that the Plan and Architectural Review Commission of the City of Whitewater hereby recommends that, following a public hearing, the City Council adopt an ordinance to constitute official City approval of an amendment to the *City of Whitewater Comprehensive Plan*, specifically by amending Map 5: Future Land Use to change the future land use category for property located at 234 N. Prince Street from "Institutional" to "Higher Density Residential."

Resolution Adopted: August 9, 2010



Gregory Torres, Chairperson

Attest:



Jane Wegner, Plan and Architectural Review Commission Clerk



VANDEWALLE & ASSOCIATES INC.

To: City of Whitewater Plan and Architectural Review Commission

From: Mark Roffers, AICP, City Planning Consultant

Date: August 4, 2010

Re: Proposed Amendment to the City of Whitewater Comprehensive Plan changing the property located at 234 N. Prince Street (Calvary Lutheran Church) from the "Institutional" future land use category to the "Higher Density Residential" future land use category.

Summary of Request and Analysis

The owner of the property located at 234 N. Prince Street, Calvary Lutheran Church, is requesting that the City amend its Comprehensive Plan to change the future land use category for this parcel on Map 5: Future Land Use from the "Institutional" future land use category to the "Higher Density Residential" future land use category. The "Higher Density Residential" future land use category is intended to accommodate a range of housing options, including "... rental apartment complexes, condominiums, townhouses, and the continuation of pre-existing, single- and two-family residences ..." It also allows for "small institutional uses... such as parks, schools, and churches." (p. 85, comprehensive plan).

This property is already zoned R-3 Multiple Family Residential, along with all the properties that surround it to the north, south, and west. Land across Prince Street to the east is zoned Institutional (University Campus). During and immediately before the City's comprehensive planning process, which was completed earlier this year, through a public process, this neighborhood was envisioned as an appropriate location for higher density, student-oriented housing and was, therefore, mostly mapped within the "Higher Density Residential" future land use category. The church's property is the only property on this block shown in the "Institutional" future land use category, which was based on the existing use of that particular property.

Since the land is already zoned R-3 Multiple Family Residential, residential uses--including multi-family uses--are already allowable on this property regardless of the comprehensive plan designation. However, larger multiple family buildings require a conditional use permit under R-3 zoning, and the City's conditional use permit standards advise consistency with the Comprehensive Plan. Further, changing the future land use category to "Higher Density Residential" would facilitate the redevelopment of this site and enable projects that may require rezoning to the PCD Planned Community Development district. This would include but would not necessarily be limited to the student apartment project discussed earlier this evening. A rezoning to PCD of this property for multiple family residential development

would run contrary to the “consistency” requirement under Wisconsin Statutes, if the property retained its current “Institutional” future land use designation. Showing the parcel in the “Higher Density Residential” future land use category would also more appropriately represent the City’s broader vision for this neighborhood, as described above. Finally, the “Higher Density Residential” category appears to reflect the church’s intent to seek broader future use opportunities for this site, including other institutional and higher-density residential uses, all of which would be allowed under this amended future land use category. For these reasons, we recommend that regardless of the Plan Commission’s opinion about the currently proposed student apartment project, the “Higher Density Residential” future land use category is an appropriate designation for this site within the City’s comprehensive plan.

Recommendation

We recommend the Plan Commission approve the attached resolution recommending the City Council adopt an ordinance to amend the Comprehensive Plan, changing the property at 234 N. Prince Street from the “Institutional” future land use category to the “Higher Density Residential” future land use category.

Shapes on map represent general recommendations for future land use. Actual boundaries between different land use types and associated zoning districts may vary somewhat from representations on this map. Not all lands shown in a future developed land use category are immediately appropriate for development, rezoning, or subdivision. Environmental Corridors depicted on this map use generalized boundaries of environmental features. Actual Environmental Corridor boundaries are to be refined through detailed on-site investigation or updated source mapping.

Future Land Use

Map
5

City of Whitewater Comprehensive Plan

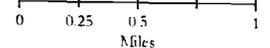
- City of Whitewater (2009)
- County Boundaries
- Town Boundaries
- Extraterritorial Jurisdiction Boundaries (2009)
- City of Whitewater Sewer Service Area Boundary (2009)
- Parcel Lines
- Railroad
- Right of Way
- Surface Water

Land Use Designations

- Agricultural Preservation
- Single-Family Residential - Exurban
- Single-Family Residential - City
- Two-Family/Townhouse Residential
- Higher Density Residential
- Central Area Neighborhood
- Future Neighborhood*
- Mobile Home Residential
- Community Business
- Highway Commercial
- Central Business
- Mixed Use
- Institutional
- University of Wisconsin - Whitewater
- Office/Technology Park
- Business/Industrial Park
- Manufacturing
- Mineral Extraction
- Long Range Urban Growth Area
- Parks and Recreation
- Working Environmental Corridor

* Future neighborhoods should include a mix of residential uses, generally focused on single family housing, but also including two-family/townhouse, and higher density residential uses, along with a carefully planned mix of neighborhood compatible commercial, institutional, and parks & open space uses.

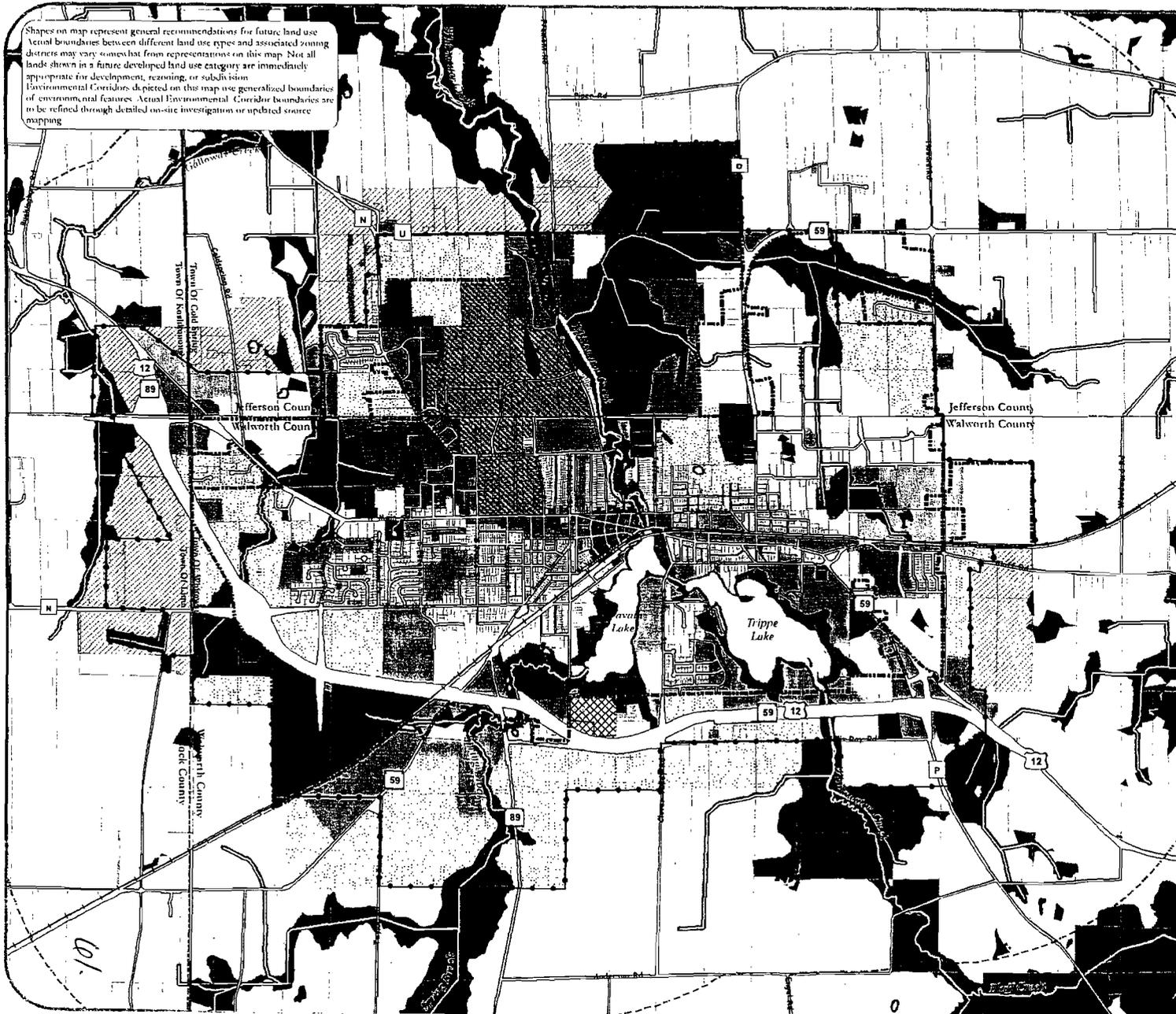
Source: SEWRPC, Rock County IJO, Jefferson County IJO, Walworth County IJO, City of Whitewater, V&A

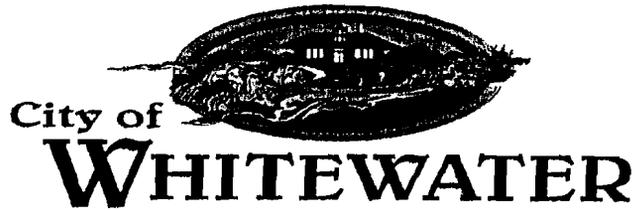


Adopted: February 2, 2010



VANDEWALLE & ASSOCIATES INC.
Shaping places. Shaping change.





Neighborhood Services • Code Enforcement / Zoning and Department of Public Works
312 W. Whitewater Street / P.O. Box 178, Whitewater, WI 53190
(262) 473-0540 • Fax (262) 473-0549
www.ci.whitewater.wi.us

To: Surrounding and overlapping units of government
From: Bruce Parker, City of Whitewater Neighborhood Services Director
Date: May 12, 2010
Re: Adopted City of Whitewater Comprehensive Plan

Enclosed please find the adopted draft of the City of Whitewater Comprehensive Plan. The Plan was recommended for approval by the City Plan Commission on November 9, 2009, and the City Council held a Public Hearing on the Plan on January 19, 2010 and officially adopted the Plan by ordinance on February 2, 2010.

Thank you.

PLAN AND ARCHITECTURAL REVIEW COMMISSION RESOLUTION 2009-____
RECOMMENDING THE COMPREHENSIVE PLAN
FOR THE CITY OF WHITEWATER, WISCONSIN

WHEREAS, section 66.1001(4), Wisconsin Statutes, establishes the required procedure for a local government to adopt a comprehensive plan, and section 66.1001(2) identifies the required elements of a comprehensive plan; and

WHEREAS, the City of Whitewater Plan and Architectural Review Commission has the authority to recommend that the City Council adopt a "comprehensive plan" under section 66.1001(4)(b); and

WHEREAS, the City has prepared the *City of Whitewater 2030 Comprehensive Plan*, containing all required maps and other descriptive materials, to be the comprehensive plan for the City under section 66.1001, Wisconsin Statutes, and;

NOW, THEREFORE, BE IT RESOLVED that the Plan and Architectural Review Commission of the City of Whitewater hereby recommends that the Common Council adopt an ordinance to constitute official City approval of the attached *City of Whitewater 2030 Comprehensive Plan* as the City's comprehensive plan under section 66.1001(4), Wisconsin Statutes, incorporating any changes recommended as part of the Commission's motion.

Adopted this 9th day of November, 2009.



Greg Torres, Chairperson

ATTEST:



Jane Wegner, Plan and Architectural Review Commission Clerk

Ordinance No. 1757A - Final

AN ORDINANCE CREATING CHAPTER 1.31, ADOPTING THE COMPREHENSIVE PLAN OF THE CITY OF WHITEWATER, WISCONSIN.

The Common Council of the City of Whitewater, Wisconsin, do ordain as follows:

SECTION 1: Whitewater Municipal Code Chapter 1.31 is hereby created to read as follows:

1.31.010 General Provisions.

- (1) Pursuant to sections 62.23(21) and (3) and 66.1001 of Wisconsin Statutes, the City of Whitewater, is authorized to prepare and adopt a comprehensive plan as defined in sections 66.1001(1)(a) and 66.1001(2) of Wisconsin Statutes.
- (2) The Common Council of the City of Whitewater has adopted and followed written procedures designed to foster public participation in every stage of the preparation of its comprehensive plan as required by section 66.1001(4)(a) of Wisconsin Statutes.
- (3) The Plan and Architectural Review Commission of the City of whitewater, by a majority vote of the entire Commission recorded in its official minutes, has adopted a resolution recommending to the Common Council the adoption of the document entitled "CITY OF WHITEWATER 2030 COMPREHENSIVE PLAN," containing all of the elements specified in section 66.1001(2) of the Wisconsin Statutes.
- (4) The City of Whitewater has held at least one public hearing on this ordinance, in compliance with the requirements of section 66.1001(4)(d) of Wisconsin Statutes and provided other opportunities for public involvement per its adopted public participation strategy and procedures.

1.31.020 Adoption of Comprehensive Plan.

- (1) The Common Council of the City of Whitewater, Wisconsin, do, by enactment of this ordinance, formally adopt the document entitled "CITY OF WHITEWATER 2030 COMPREHENSIVE PLAN," pursuant to section 66.1001(4)(c) of Wisconsin Statutes.

SECTION 2: This ordinance shall take effect upon passage by a majority vote of the members-elect of the Common Council and publication/posting as required by law.

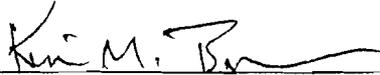
Ordinance introduced by Councilmember Taylor. Seconded by Councilmember Winship.

AYES: Winship, Binnie, Singer, Stewart, Taylor.

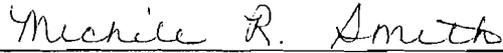
NOES: Olsen, Kienbaum.

ABSENT: None.

SECOND READING APPROVED: February 2, 2010.



Kevin M. Brunner, City Manager



Michele R. Smith, City Clerk

64.

RESOLUTION

WHEREAS, the Town Board of the Town of Richmond

has carefully considered the Comprehensive Revision of the Walworth County Zoning Ordinance adopted by the Walworth County Board of Supervisors on the 15th day of December, 2009 and transmitted to this town on the 16th day of December, 2009; and

WHEREAS, said Zoning Ordinance has been the subject of public meetings and of a public hearing before the Walworth County Zoning Agency on October 15, 2009; and

WHEREAS, the approval of said Zoning Ordinance by this Town is in the public interest.

BE IT RESOLVED that pursuant to the provisions of Section 59.69 (5) (c) and (d), Wisconsin Statutes, the "Zoning Ordinance, Walworth County, Wisconsin" adopted by the Walworth County Board of Supervisors on December 15, 2009, and the same hereby is approved.

BE IT FURTHER RESOLVED, that the Town Clerk shall promptly file a certified copy of this Resolution attached to a copy of such ordinance with the County Clerk for Walworth County.

Dated this 12th day of August, 2010

Town Board of Supervisors

Wayne Redenius
Chair

Curt Roubly
Supervisor

Carol Behrens
Supervisor

Tom Kraus
Supervisor

Dave Overbeck
Supervisor

RECEIVED
WALWORTH COUNTY CLERK

2010 AUG 17 PM 2:26

STATE OF WISCONSIN }
 }
COUNTY OF WALWORTH }

I, BARBARA A. CEAS (Clerk), do hereby certify
that I am the duly elected, qualified and acting Clerk of the Town of Richmond
and that the foregoing is a true and correct copy of a resolution duly adopted at a meeting of the
Board of Supervisors of the Town of Richmond held in said Town on the
12th day of August, 2010, at which meeting a quorum was present
and that said resolution is duly recorded in the minutes of said meeting.

IN WITNESS WHEREOF, I have affixed my name as Clerk and have cause the
Seal of said Town to be affixed this 12th day of August, 2010.

Barbara A. Ceas
Clerk

Ordinance No. 2010-2

**ORDINANCE ADOPTING THE COMPREHENSIVE REVISION
OF THE WALWORTH COUNTY ZONING ORDINANCE**

The Town Board of the Town of Darien, Wisconsin, does ordain as follows:

SECTION 1. Pursuant to Section 59.69(5)(c) and (d) of the Wisconsin Statutes, the Town Board of the Town of Darien, Wisconsin, does, by the enactment of this ordinance, formally adopt the "Zoning Ordinance, Walworth County, Wisconsin" adopted by the County Board of Supervisors on December 15, 2009.

SECTION 2. This ordinance shall take effect upon passage by a majority vote of the members-elect of the Town Board and publication or posting as required by law.

ADOPTED this 2nd day of February, 2010.

Cecil R. Logterman
Cecil Logterman, Town Chair

Attest: Marilyn S. Larson
Marilyn Larson, Town Clerk

T:\D\darien\town\34135\offcopy\2009\drafts\comprehensive rev of Walworth Cty zoning ord. wpd

RECEIVED
WALWORTH COUNTY CLERK
2010 AUG 32 PM 1:42

STATE OF WISCONSIN)
)
COUNTY OF WALWORTH)

I, MARILYN LARSON, do hereby certify that I am the Clerk of the Town of Darien, Wisconsin, and that the foregoing is a true and correct copy of a resolution duly adopted at a meeting of the Board of Supervisors of the Town of Darien held in said Town on the 2nd day of February, 2010, at which meeting a quorum was present, and that said resolution is duly recorded in the minutes of said meeting.

IN WITNESS WHEREOF, I have affixed my name as Clerk and have caused the Seal of said Town to be affixed this 2nd day of February, 2010.



Clerk

**RESOLUTION ADOPTING
COMPREHENSIVE REVISION OF THE
WALWORTH COUNTY ZONING ORDINANCE**

WHEREAS, the Town Board of the Town of Darien has carefully considered the Comprehensive Revision of the Walworth County Zoning Ordinance, adopted by the Walworth County Board of Supervisors on the 15th day of December, 2009, transmitted to this Town on the 16th day of December, 2009; and

WHEREAS, said Zoning Ordinance has been the subject of public meetings and of a public hearing before the Walworth County Zoning Agency on October 15, 2009; and

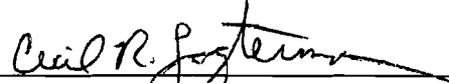
WHEREAS, the approval of said Zoning Ordinance by this Town is in the public interest.

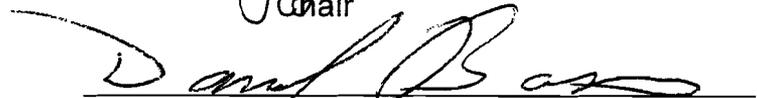
BE IT RESOLVED that pursuant to the provisions of Sections 59.69 (5) (c) and (d) of the Wisconsin Statutes, the "Zoning Ordinance, Walworth County, Wisconsin" adopted by the Walworth County Board of Supervisors on December 15, 2009, be, and the same hereby is, approved.

BE IT FURTHER RESOLVED that the Town Clerk shall promptly file a certified copy of this Resolution attached to a copy of such ordinance with the County Clerk for Walworth County.

Dated this 2nd day of February, 2010.

TOWN BOARD OF SUPERVISORS


Chair


Supervisor


Supervisor


Supervisor



September 9, 2010 – Walworth County Board Meeting

County Clerk

Report of the County Clerk Regarding Communications Received by the Board and Recommended to be Placed on File

Kimberly S. Bushey
County Clerk

- There were none.

Hearing Date: 9-16-10

FORM #2b

REPORT OF PETITIONS REFERRED TO
WALWORTH COUNTY ZONING AGENCY

TO: The County Board of Walworth County

The undersigned County Clerk hereby reports that the following petitions for rezone of lands in Walworth County were referred to the County Zoning Agency for public hearing:

NAME	TOWN	CHANGE REQUESTED	DATE REFERRED
B & S Land Development (Jamie Stilling-Stepp and James Braun, App.)	Lafayette	A-1 to A-4	8-25-10
Shaw Partners LP	Richmond	C-2 to B-5	8-25-10
Greg Andros	Bloomfield	R-1 & C-4 to C-4 & R-1	8-25-10
Ordinance Amendment to Walworth County Code of Ordinances – Subdivisions, Secs. 58-1.1 Definitions; 58-3.2 Compliance; 58-3.2 (5) Compliance			8-25-10

That copies of said petitions are annexed hereto.

Dated this 27th day of August, 2010.

Kimberly S. Bushey
County Clerk

August 20, 2010

August 20, 2010 – expanded list

Please include the following County Zoning Agency items on the September 9, 2010 County Board agenda:

Frandolig Family Loving Trust dated April 11, 1991 (John E. Frandolig, Trustee) (Tom Svanstrom, App.), Town of Linn, Rezone 1.46 acres from A-3 to R-1 – approved 6 – 0 (8-19-10 public hearing)

CONFORMANCE WITH COUNTY LAND USE PLAN:

The County 2035 Land Use Plan identifies the rezone area as Other Agricultural Rural Residential (5 to 34 acres per dwelling.)

Department of Natural Resources c/o Walworth County, Town of Geneva, Creation of a shoreland area on an unnamed stream to Como Lake based on DNR navigability determination – approved 6 – 0 (8-19-10 public hearing)

CONFORMANCE WITH COUNTY LAND USE PLAN:

DNR navigability determination

Thank you.

ORDINANCE NO. 635 – 09/10

AMENDING CHAPTER 38 OF THE WALWORTH COUNTY CODE OF ORDINANCES
RELATING TO WISCONSIN'S INDOOR SMOKING BAN

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS
FOLLOWS:

1 **PART I: That Section 38-4 of the Walworth County Code of Ordinances is hereby created**
2 **to read as follows:**

3
4 **“Sec. 38 – 4. Smoking Prohibited.**

5
6 (a) All provisions of the following Wisconsin Statutes are hereby adopted as
7 ordinances of the county as if fully set forth in this section:

- 8
9 (1) Wis. Stats. § 101.123 (1) Definitions
10
11 (2) Wis. Stats. § 101.123 (2) Prohibition Against Smoking
12
13 (3) Wis. Stats. § 101.123 (2m) Responsibility of Persons in Charge
14
15 (4) Wis. Stats. § 101.123 (3) Exceptions
16
17 (5) Wis. Stats. § 101.123 (4m) Local Authority
18
19 (6) Wis. Stats. § 101.123 (6) Uniform Signs
20
21 (7) Wis. Stats. § 101.123 (7) Signs for State Agencies
22
23 (8) Wis. Stats. § 101.123 (8) Penalties
24
25 (9) Wis. Stats. § 101.123 (9) Injunction
26

27 (b) *Enforcement by citation procedure.* The provisions of this section may be enforced
28 pursuant to any citation ordinance heretofore adopted or hereinafter enacted pursuant to the
29 provisions of Wis. Stats. § 66.0113. However, this provision shall not limit or preclude the
30 enforcement of this section pursuant to any other ordinance or proceeding permitted by law,
31 whether ordinance or statute.
32

33 (c) *Conduct prohibited may be prosecuted as ordinance violation or as state forfeiture.*
34 The creation of this section adopting the above-referred to statutory sections in no way limits law
35 enforcement authorities from prosecuting any of such so-adopted sections as state forfeitures
36 instead of ordinance violations pursuant to this section. It is the intent of this section to provide
37 an alternative and/or supplement to the prosecution for violations of the above adopted sections
38 and not to limit the remedies available to law enforcement authorities.

1 (d) *Reference to state statutes.* Whenever the underlying statute above adopted is
2 amended, repealed or modified by the state legislature, the provisions of the statute so adopted as
3 ordinance violations shall be amended in accordance with those changes.”
4

5 **BE IT ORDAINED by the Walworth County Board of Supervisors that this Ordinance**
6 **shall become effective upon passage and publication.**
7

8 **PASSED and ADOPTED** by the Walworth County Board of Supervisors this 9th day of
9 September 2010.
10

11
12
13
14 _____
15 Nancy Russell
16 County Board Chair
17

14 _____
15 Kimberly S. Bushey
16 Attest: County Clerk
17

18 County Board Meeting Date: September 9, 2010

Action Required: Majority Vote X Two-thirds Vote _____ Other _____

Policy and Fiscal Note is attached.

Reviewed and approved pursuant to Section 2-91 of the Walworth County Code of Ordinances:

David A. Bretl 8/17/2010
Date
County Administrator/Corporation Counsel

Nicole Andersen 8/17/10
Date
Deputy County Administrator - Finance

If unsigned, exceptions shall be so noted by the County Administrator.

ORDINANCE NO. 637 – 09/10

AMENDING SECTION 62-104 OF THE WALWORTH COUNTY CODE OF
ORDINANCES RELATING TO TAX INCREMENTAL FINANCING DISTRICTS
(TID) ANNUAL REPORTS

1 THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS
2 FOLLOWS:

3
4 PART I: That Section 62-104 of the Walworth County Code of Ordinances is hereby
5 amended to read as follows:

6
7 “Sec. 62-104. Considerations in approving TIDs or amendment thereto.
8

9 The county representative shall consider the following criteria before voting to create or
10 amend any TID or to approve project costs for any area that is outside of a TID's boundaries.
11

- 12 (1) Does the TID effectuate the purposes set forth in state law, to wit:
13
14 a. Whether the development expected in the TID would occur without the
15 use of tax incremental financing.
16
17 b. Whether the economic benefits of the TID, as measured by increased
18 employment, business and personal income and property value, are
19 insufficient to compensate for the cost of the improvements.
20
21 c. Whether the benefits of the proposal outweigh the anticipated tax
22 increments to be paid by the owners of the property in the overlying taxing
23 districts.
24
- 25 (2) Has the entity creating or amending the TID kept the county apprised of activities
26 of the proposed TID or other TIDs by timely filing relevant reports and
27 statements? In addition to providing information included on the Wisconsin
28 Department of Revenue Sample Annual Report, as set forth in the State TIF
29 Manual, municipalities are requested to provide:
30
31 a. An explanation of amounts involved related to variances from standard
32 municipal fees, special assessments owed or anticipated, or other
33 provisions that may result in financial assistance to developers.
34
35 b. Additional information may be requested that clarifies specific line items
36 or agreements.”
37

38 BE IT ORDAINED by the Walworth County Board of Supervisors that all previous
39 ordinances and resolutions pertaining to Section 62-104 are hereby superceded.

1
2
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BE IT FURTHER ORDAINED by the Walworth County Board of Supervisors that this Ordinance shall become effective upon passage and publication.

PASSED and ADOPTED by the Walworth County Board of Supervisors this 9th day of September, 2010.

Nancy Russell
County Board Chair

Kimberly S. Bushey
Attest: County Clerk

County Board Meeting Date: September 9, 2010

Action Required: Majority Vote X Two-thirds Vote _____ Other _____

Policy and Fiscal Note is attached.
Reviewed and approved pursuant to Section 2-91 of the Walworth County Code of Ordinances:

 _____ David A. Bretl County Administrator/Corporation Counsel	<u>9/11/10</u> Date	 _____ Nicole Andersen Deputy County Administrator - Finance	<u>9/11/10</u> Date
--	------------------------	---	------------------------

If unsigned, exceptions shall be so noted by the County Administrator.

Ordinance No. 637 - 09/10
Fiscal Note and Policy Impact Statement

I. Title: Amending Section 62-104 of the Walworth County Code of Ordinances Relating to Tax Incremental Financing Districts (TID) Annual Reports

II. Purpose and Policy Impact Statement: This ordinance indicates the County's preferred format for TID reporting. Thorough and consistent reports allow the County to better monitor tax incremental financing district financial stability and progress towards completion.

III. Is this a budgeted item and what is its fiscal impact: Tax incremental financing districts are not directly on the County's current tax levy, however, they do utilize county equalized value and therefore tax levy. The TID tax levy is mandated to be separated to pay TID costs until such a future date when the TID may be closed.

IV. Referred to the following standing committee(s) for consideration and date of referral:

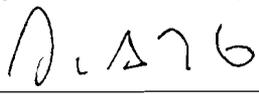
Committee: Finance

Date: August 19, 2010

Vote: 4 - 0

County Board Meeting Date: September 9, 2010

Policy and fiscal note has been reviewed and approved as an accurate statement of the probable policy and fiscal impacts associated with passage of the attached ordinance.



David A. Bretl
County Administrator/Corporation Counsel

9/1/10
Date



Nicole Andersen
Deputy County Administrator - Finance

9/1/10
Date



ORDINANCE NO. 638 – 09/10

AMENDING SECTION 17-32 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO AWARD OF BIDS AND PROPOSALS

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

1 **PART I: That Section 17-32 of the Walworth County Code of Ordinances is hereby**
2 **repealed in its entirety and recreated to read as follows:**

3
4 **“Sec. 17-32. General procedure for purchases.**

5
6 (a) Except as provided in (c), all bids shall be awarded to the lowest cost, responsible
7 and responsive supplier complying with specifications, county terms and conditions.

8
9 (b) All proposals will be first reviewed to determine if the proposer is responsive and
10 responsible. Responsive and responsible proposals will be further evaluated and ranked against
11 the criteria stated in the Request for Proposal and only that criteria. Department Heads
12 determine evaluation criteria and weighting relative in relationship to the importance of the
13 procurement as a whole. Except as provided in (c), proposal awards shall be made to the highest
14 scoring responsible and responsive supplier complying with specifications, county terms and
15 conditions.

16
17 (c) The committee responsible for awarding the proposal may deviate from awarding
18 a proposal to the highest scoring responsible and responsive supplier when doing so is in the best
19 interest of the county. The committee responsible for awarding the bid may deviate from
20 awarding it to the lowest cost, responsible and responsive bidder when doing so is in the best
21 interest of the county. In determining the best interest of the county, the committee may
22 consider, but is not limited to, the following factors:

23
24 (1) An alternative method is proposed which is advantageous to the county.

25
26 (2) The evaluation process reveals material representations of the proposer which
27 were not supported.

28
29 (3) The higher cost of the proposal is justified based on additional value provided by
30 the proposal.

31
32 (4) Total overall costs, including, but not limited to, implementation and ongoing
33 operational costs, are lower than competing proposals.

34
35 (d) Federal and State laws, which specify the manner in which the county shall
36 procure goods and services, shall supercede the provisions of this section.
37

Ordinance No. 638 – 09/10
Fiscal Note and Policy Impact Statement

I. **Title:** Amending Section 17-32 of the Walworth County Code of Ordinances Relating to Award of Bids and Proposals

II. **Purpose and Policy Impact Statement:** The purpose of this ordinance is to establish criteria whereby the county may choose to deviate from awarding proposals to the highest scoring proposer when doing so is in the best interest of the county.

III. **Is this a budgeted item and what is its fiscal impact:** Passage of this ordinance will have no fiscal impact on the county budget.

IV. **Referred to the following standing committee(s) for consideration and date of referral:**

Committee: Finance Committee

Date: August 19, 2010

Vote: 4 – 0

County Board Meeting Date: September 9, 2010

Policy and fiscal note has been reviewed and approved as an accurate statement of the probable policy and fiscal impacts associated with passage of the attached resolution.

DA36 9/2/10
Date
David A. Bretl
County Administrator/Corporation Counsel

N. Andersen 9/1/10
Date
Nicole Andersen
Deputy County Administrator - Finance

ORDINANCE NO. 639-09/10

AMENDING SECTION 30-286 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATIVE TO REGISTER OF DEEDS FEES

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

1 PART I: That Section 30-286 of the Walworth County Code of Ordinances is hereby
2 amended to read as follows (additions shown by underline; deletions shown by strike-
3 through):
4

5 "Sec. 30-286. Consolidated fee schedule.
6

Description	Fee	Effective Date	Authority
Register of Deeds			
VitalChek handling fee	\$10.00/order	Oct. 1, 2010	Ord. 639-09/10
VitalChek express carrier fee	\$17.50	Oct. 1, 2010	Ord. 639-09/10

7
8 PART II: This Ordinance shall become effective upon passage.
9

10 PASSED and ADOPTED by the Board of Supervisors of Walworth County Wisconsin this 9th
11 day of September, 2010.

12 County Board Meeting Date: September 9, 2010

13 Action Required: Majority Vote X Two-thirds Vote _____ Other _____
14

15
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21 _____
22 Nancy Russell
County Board Chair

Kimberly S. Bushey
County Clerk

Policy and Fiscal Note is attached.
Reviewed and approved pursuant to Section 2-91 of the Walworth County Code of Ordinances:

David A. Bretl 08/23/10
Date
County Administrator/Corporation Counsel

N. Andersen 8/24/10
Date
Deputy County Administrator-Finance

If unsigned, exceptions shall be so noted by the County Administrator.

Policy and Fiscal Note
Ordinance No. 639-09/10

- I. **Title:** Amending Section 30-286 of the Walworth County Code of Ordinances Relative to Register of Deeds Fees
- II. **Purpose and Policy Impact Statement:** The purpose of this ordinance amendment is to codify handling and express mail fees incurred when purchasing copies of vital records on-line, which are collected by the service provider. Note: The current system is being eliminated as of 9/30/10.
- III. **Is this a budgeted item and what is its fiscal impact?** Passage of this ordinance will have no fiscal impact on the County budget as fees shall be collected and retained by the service provider.
- IV. **Referred to the following standing committees for consideration and date of referral:**

Committee: Finance Committee

Date: August 19, 2010

Vote: 4 – 0

County Board Meeting Date: September 9, 2010

Policy and Fiscal Note has been reviewed and approved as an accurate statement of the probable policy and fiscal impacts associated with passage of the attached ordinance



David A. Bretl
County Administrator/Corporation Counsel

08/27/2010
Date



Nicole Andersen
Deputy County Administrator-Finance

Date

Resolution No. 47-09/10
Authorizing General Fund Use of Undesignated Fund Balance/Net Assets to Replace the Center and East Wing Sections of the Government Center Roof

1 Moved/Sponsored by: Public Works and Finance Committees
2

3 **WHEREAS**, during renovations to the west wing of the Government Center, it was discovered
4 that the west wing roof had been leaking and was replaced; and,
5

6 **WHEREAS**, the center and east wing sections of the roof are also in need of replacement; and,
7

8 **WHEREAS**, funding was not available to replace the center and east wing roof sections at the
9 time the west wing roof was replaced; and,
10

11 **WHEREAS**, the bids for the west wing roof project included alternate pricing for replacement
12 of the center and east wing sections; and,
13

14 **WHEREAS**, the prevailing bidder on the west wing roof project will honor prices submitted for
15 the center and east wing sections; and,
16

17 **WHEREAS**, replacement of the center and east wing roof sections was included in the 2011
18 budget request in the amount of \$345,000; and,
19

20 **WHEREAS**, the funding source for 2011 budget request was identified as the General Fund
21 Undesignated Fund Balance/Net Asset account; and,
22

23 **WHEREAS**, it is advantageous to the county to replace the roof sections, at favorable pricing,
24 before the structural integrity of the roof has been compromised.
25

26 **NOW, THEREFORE, BE IT RESOLVED** by the Walworth County Board of Supervisors that
27 funds in the amount of \$345,000 be hereby transferred from the General Fund Undesignated
28 Fund Balance/Net Assets account to the appropriate project account(s) to fund the replacement
29 of the center and east wing sections of the government center roof.
30

31 **BE IT FURTHER RESOLVED** that any residual project balance shall lapse to General Fund
32 reserves and shall not be transferred to any other project.
33
34
35

36 _____
37 Nancy Russell
38 County Board Chair
39

Kimberly S. Bushey
County Clerk

40 County Board Meeting Date: September 9, 2010
41

42 Action Required: Majority Vote _____ Two-thirds Vote X Other _____

Policy and Fiscal Note is attached.

Reviewed and approved pursuant to Section 2-91 of the Walworth County Code of Ordinances:

DA 26 8/31/10
David A. Bretl Date
County Administrator/Corporation Counsel

N. Andersen 8/31/10
Nicole Andersen Date
Deputy County Administrator-Finance

If unsigned, exceptions shall be so noted by the County Administrator.

Policy and Fiscal Note
Resolution No. 47-09/10

- I. **Title:** Authorizing General Fund Use of Undesignated Fund Balance/Net Assets to Replace the Center and East Wing Sections of the Government Center Roof
- II. **Purpose and Policy Impact Statement:** The purpose of this resolution is to authorize the use of General Fund Undesignated Fund Balance/Net Asset funding in the amount of \$345,000 to replace the center and east wing sections of the roof at the Government Center. Replacement of the roof sections was included in the 2011 budget request. The General Fund Undesignated Fund Balance/Net Asset account was identified as the funding source. The prevailing bidder is willing to honor prices submitted in May 2010, to replace the center and east wing roof sections. It is advantageous to the county to complete the roof repair at the prices submitted in May 2010.
- III. **Budget and Fiscal Impact:** The specified purpose is an allowable expenditure of undesignated general funds.
- IV. **Referred to the following standing committee for consideration and date of referral:**

Committee: Public Works

Meeting Date: September 9, 2010

Vote:

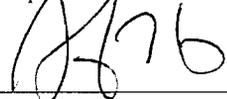
Committee: Finance

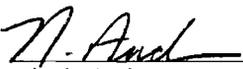
Meeting Date: September 9, 2010

Vote:

County Board Meeting Date: September 9, 2010

Policy and fiscal note has been reviewed and approved as an accurate statement of the probable policy and fiscal impacts associated with passage of the attached resolution.

 8/31/10
David A. Bretl Date
County Administrator/Corporation Counsel

 8/31/10
Nicole Andersen Date
Deputy County Administrator-Finance

ORDINANCE NO. 636 – 09/10

AMENDING SECTION 15-17 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO A PUBLIC HEALTH NURSING POSITION IN THE HEALTH AND HUMAN SERVICES DEPARTMENT

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

PART I: That Section 15-17 in Division 2 of Article I of Chapter 15 of the Walworth County Code of Ordinances is hereby amended to read as follows:

“Sec. 15-17. Authorized positions by department.

(j) *Health & Human Services*

CLASSIFICATION TITLE	FTE
Account Clerk III	2.00
Associate Nutrition Specialist	0.80
Child Support Lead Worker	1.00
Clerk I	2.00
Clerk II	5.60
Clerk III	1.00
Clerk IV	14.00
Deputy Director – Health & Human Services	1.75
Director – Health & Human Services	1.00
Economic Support Lead Worker	1.00
Economic Support Specialist	13.00
Energy Assistance Coordinator	1.33
Environmental Health Specialist	1.00
HS Manager-Aging & Long Term Care	1.00
HS Manager-Community Support Programs	1.00
HS Manager-Children’s Services	1.00
HS Manager-Public Health	1.00
HS Specialist I	42.50
HS Specialist II	1.00
HS Specialist III	9.00
HS Supervisor-Administration	1.00
HS Supervisor-AODA	1.00
HS Supervisor-Billing	1.00
HS Supervisor-Child Support	1.00
HS Supervisor-Community Support Program	1.00
HS Supervisor-Crisis Intervention	1.00
HS Supervisor-Economic Support	2.00

1	HS Supervisor-Fiscal Support	1.00
2	HS Supervisor-Juvenile Court Intake/Child Abuse & Neglect	1.00
3	HS Supervisor-ADRC	1.00
4	HS Supervisor-Support Services	1.00
5	HS Supervisor-Mental Health	1.00
6	HS Supervisor-Nutrition	1.00
7	HS Supervisor-Ongoing Case Management	1.00
8	<u>HS Supervisor-Public Health</u>	<u>1.00</u>
9	HS Supervisor-Transportation	1.00
10	HS Supervisor-WIC	1.00
11	HS Worker II	1.00
12	HS Worker IV	8.52
13	HS Worker IV (SAC-IT)	1.00
14	HS Worker V (SAC)	2.00
15	HS Worker VI (CSAC)	1.00
16	LPN (Mental Health)	2.00
17	Nutrition Site Worker	1.87
18	Nutrition Specialist	0.82
19	Paternity Specialist	1.00
20	Public Health Nurse BSN	5.00 <u>4.00</u>
21	Receptionist/Clerk	5.04
22	Registered Occupational Therapist	1.00
23	Representative Payee Coordinator	1.00
24	Secretary – Confidential	1.00
25	Senior Accountant	1.00
26	Support Specialist	5.00
27	Teacher	1.00
28	Van Driver	6.40
29	Total Health & Human Services FTEs	164.63”

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PART II: This Ordinance shall become effective upon passage.

PASSED and ADOPTED by the Walworth County Board of Supervisors this 9th day of September, 2010.

Nancy Russell
County Board Chair

Kimberly S. Bushey
Attest: County Clerk

County Board Meeting Date: September 9, 2010

Resolution No. 46-09/10

Requesting that the State Address Issues Relating to County Nursing Home Funding in the 2011-2013 Budget Deliberations

1 Moved/Sponsored by: Lakeland Health Care Center Board of Trustees

2
3 **WHEREAS**, county homes play a unique role in Wisconsin’s continuum of care for citizens in
4 need of long-term care services; and,

5
6 **WHEREAS**, the majority of county homes care for residents with high acuity levels and intense
7 behavioral needs; and,

8
9 **WHEREAS**, Wisconsin county homes have a long history of partnering with the state to
10 maximize federal resources available to the state; and,

11
12 **WHEREAS**, under the Supplemental Payment Program, formerly known as the
13 intergovernmental transfer program, federal matching funds are generated based on actual
14 operating losses incurred by governmental nursing homes; and,

15
16 **WHEREAS**, all revenue generated from county nursing home losses is deposited in the state of
17 Wisconsin’s Medical Assistance Trust Fund; and,

18
19 **WHEREAS**, through the combined efforts of the state and counties, billions of dollars have been
20 brought in over the past decade, most of which was utilized to offset deficits in the Medical
21 Assistance Trust Fund; and,

22
23 **WHEREAS**, under current state law, the state may not distribute to counties more than
24 \$39,100,000 in each fiscal year; and,

25
26 **WHEREAS**, all revenue received under the supplemental payment program is derived from
27 certified county nursing home losses; and,

28
29 **WHEREAS**, counties depend on revenue received from the supplemental payment program to
30 maintain high-quality services to vulnerable residents; and,

31
32 **WHEREAS**, counties utilize revenue from the Supplemental Payment and Certified Public
33 Expenditure Programs to offset property tax dollars utilized to fund the operation of county
34 homes; and,

35
36 **WHEREAS**, the 2009-2011 state biennial budget allocates only \$38.1 million annually in
37 payments to counties, although the Department of Health Services estimates receiving \$96.2
38 million in federal matching funds based on county nursing home losses; and,

39
40 **WHEREAS**, the nursing home bed assessment (tax) was created as part of 1991 Wisconsin Act
41 269 as a methodology to fund the Medical Assistance nursing home rate increases that took
42 effect in FY 92; and,

1 **WHEREAS**, since that time, the bed tax has increased from \$32 per month per bed to \$170 per
2 licensed bed; and,

3
4 **WHEREAS**, in the 2009-2011 state biennial budget, a majority of the funds raised through the
5 increased bed tax was utilized to offset the state's Medicaid deficit, in addition to funding the
6 two percent rate increase in each year of the biennium; and,

7
8 **WHEREAS**, in FY 10, 68% of the federal revenue derived from the bed tax was utilized to
9 offset general fund expenditures; 51% of the federal revenue will be utilized for non-nursing
10 home expenditures in FY 11; and,

11
12 **WHEREAS**, a bed tax increase of \$14 in FY 10 and an additional increase of \$33 in FY 11 is
13 all that was needed to fund the two percent rate increase; instead, over \$66 million of revenue
14 derived from the bed tax was utilized over the biennium to replace GPR base funding for MA
15 benefits; and,

16
17 **WHEREAS**, there is no public policy argument to justify increasing taxes paid by nursing
18 homes and their residents to benefit the general fund; and,

19
20 **WHEREAS**, returning the revenue generated from the bed tax will fund a rate increase of
21 approximately 3.25 percent in FY 12 without the need for additional GPR or bed tax dollars; and,

22
23 **WHEREAS**, Institutes for Mental Disease (IMDs) with state-only licenses are required to pay
24 the bed tax, even though they do not qualify for Medicaid payments.

25
26 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board of Supervisors
27 requests that the following action be taken by the Governor and State Legislature during 2011-
28 2013 state biennial budget deliberations:

- 29
30 1. Support a statutory change to Sec. 49.45 (6u)(am) Wis. Stats. such that it reads *...the*
31 *department shall distribute to these facilities and to care management organizations*
32 *at least \$39,100,000 in each fiscal year...*
33
34 2. Support a statutory change requiring the state to share equally the federal match
35 dollars received as a result of county nursing home losses.
36
37 3. Nursing home bed assessment funds and the federal matching funds generated should
38 be used for nursing home rate increases, not as supplementation to the MA Trust
39 Fund.
40
41 4. County government-owned IMDs and state-only licensed facilities should be exempt
42 from the provider bed assessment (bed tax).
43

44 **BE IT FURTHER RESOLVED** that copies of this resolution be sent to Department of Health
45 Services Secretary Karen Timberlake, Department of Administration Secretary Dan Schooff, all
46 area legislators and the Wisconsin Counties Association.

Policy and Fiscal Note
Resolution No. 46-09/10

- I. Title:** Requesting that the State Address Issues Relating to County Nursing Home Funding in the 2011-2013 Budget Deliberations
- II. Purpose and Policy Impact Statement:** The Wisconsin Association of County Homes is urging County Boards to pass a resolution related to state funding and the 2011-2013 State Biennial Budget. The State currently draws down an estimated \$96.2 million dollars in federal funds intended to offset losses in county run nursing homes through the Supplemental Payment Program but only reimburses counties in the amount of \$39.1 million. The resolution seeks several statutory changes to assure that county homes are treated more fairly.
- III. Budget and Fiscal Impact:** Passage of this resolution will have no fiscal impact on the county budget.
- IV. Referred to the following standing committees for consideration and date of referral:**

Committee: Lakeland Health Care Center Meeting Date: August 18, 2010
 Board of Trustees

Vote: 5 – 0

County Board Meeting Date: September 9, 2010

Policy and fiscal note has been reviewed and approved as an accurate statement of the probable policy and fiscal impacts associated with passage of the attached resolution.

 8/31/10

Date
David A. Bretl
County Administrator/Corporation Counsel

 8/31/10

Date
Nicole Andersen
Deputy County Administrator - Finance

96.