



**WALWORTH COUNTY BOARD OF SUPERVISORS  
MEETING**

**TUESDAY, JUNE 14, 2011 at 6:00 P.M.**

County Board Room

Walworth County Government Center

100 W. WALWORTH STREET

ELKHORN, WI

*Nancy Russell – Chair*

*Dan Kilkenny – Vice Chair*

Board of Supervisors

---

**A G E N D A**

**Call to Order**

**Pledge of Allegiance**

**Invocation**

- Rick Stacey, Walworth County Board Supervisor, District # 1

**Roll Call**

**Withdrawals from Agenda, if any**

**Approval of the Agenda**

**Approval of the Minutes**

- May 10, 2011 Public Hearing and Committee of the Whole Meeting
- May 10, 2011 Walworth County Board Meeting

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

**Appointments/Elections**

1. Board of Adjustment

- Elizabeth Sukala – To begin upon appointment to complete the unfinished term of first alternate member Greg Guidry and scheduled to end on June 30, 2012

(Recommended by the Executive Committee 5-0)

**Communications and Matters to Be Referred**

1. Claims Received After Agenda Mailing
2. Claims: a) Summons and Complaint-Wells Fargo Bank, National Association, et al. vs. Ricardo E. Lopez and Jane Doe Lopez, Theresa A. Holst, John Doe Holst, and Walworth County, et al.; b) Claim for Damages – AT&T – Damage to Telephone Pedestal on or about July 29, 2010, at or near County Highway A, near Kraus Road, Richmond, Wisconsin (To be referred to the Executive Committee)
3. Communication from Northwest Long Term Care District Board of Directors-Resolution Opposing the Family Care Program Enrollment and Expansion Cap in the Governor's Budget (To be referred to the Health and Human Services Board)

4. Ozaukee County Resolution No. 11-13 – In Support of the Wisconsin Counties Association (WCA) Income Maintenance Model (To be referred to the Health and Human Services Board)
5. Communication from Kenosha County with Amendment to the Kenosha County Comprehensive Plan (To be placed on file)
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
8. Report of County Clerk Concerning Zoning Petitions (To be referred to the County Zoning Agency)

**Unfinished Business**

**New Business**

**Reports of Standing Committees**

**Agriculture and Extension Education Committee**

1. Res. No. 29-06/11 – Supporting the Wisconsin Idea Partnership-*Vote required: Majority* (Recommended by the Agriculture & Extension Education Committee 3-0)

**County Zoning Agency Report of Proposed Zoning Amendments**

1. Town of Bloomfield Chapter 27 Zoning Ordinances: Ordinance No. 1062, approved: 6-0 (May 19, 2011 public hearing)
2. Town of Bloomfield Chapter 27 Zoning Ordinances: Ordinance No. 1063, approved: 6-0 (May 19, 2011 public hearing)

**Executive Committee**

1. Ord. No. 678-06/11– Creating Section 2-35 of the Walworth County Code of Ordinances Regarding the Number of Signatures Required on Nomination Papers for the Office of County Supervisor-*Vote required: Two-thirds* (Recommended by the Executive Committee 5-0)
2. Res. No. 24-06/11 – Denying the Claim of Progressive Insurance in Regard to Their Insured, Thomas Barkas-*Vote required: Majority* (Recommended by the Executive Committee 5-0)
3. Res. No. 25-06/11 – Denying the Claim of Kelly Monahan-*Vote required: Majority* (Recommended by the Executive Committee 5-0)

**Finance Committee**

1. Res. No. 27-06/11 – Resolution Awarding the Sale of \$7,740,000 General Obligation Promissory Notes-*Vote required: Majority* (Recommended by the Finance Committee 4-0)
2. Res. No. 28-06/11 – Authorizing Use of Contingency Fund Balance to Repair Underground Fuel Storage Tanks to Comply with State of Wisconsin Requirements-*Vote required: Majority* (Recommended by the Finance Committee 4-0)

**Human Resources Committee**

1. Ord. No. 679-06/11 – Amending Section 15-519 of the Walworth County Code of Ordinances Relating to Holiday Pay Provisions-*Vote required: Majority* (Recommended by the Human Resources Committee 5-0)
2. Ord. No. 680-06/11 – Amending Sections of Chapters 15 and 30 of the Walworth County Code of Ordinances Relating to Employee Benefits-*Vote required: Majority* (Recommendations concerning this ordinance will be made at a joint meeting of the Children with Disabilities Education Board and Human Resources Committee on June 13, 2011)
3. Ord. No. 681- 06/11 – Creating Article X of Chapter 15 of the Walworth County Code of Ordinances Relating to Specific Employment Policies for Members of the Lakeland Education Association (LEA)-*Vote required: Majority* (Recommendations concerning this ordinance will be made at a joint meeting of the Children with Disabilities Education Board and Human Resources Committee on June 13, 2011)
4. Res. No. 26-06/11 – Establishing 2012 Wage Increase for Certain Management Positions- *Vote required: Majority* (Recommended by the Human Resources Committee 5-0)

**Public Works Committee**

1. Res. No. 23-06/11 – Authorizing Naming the West Driveway from County Road NN North to the Huber Facility Patrick Bolton Drive-*Vote required: Majority* (Recommended by the Public Works Committee 5-0)

**Reports of Special Committees**

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

**Chairperson’s Report**

**Adjournment**

**Kimberly S. Bushey**

**Walworth County Clerk**

**\*\*Supervisors and Committees: Please submit titles for July 12, 2011 agenda items on or before Wednesday, June 29, 2011.**

**MAY 10, 2011  
WALWORTH COUNTY BOARD OF SUPERVISORS  
PUBLIC HEARING**

**2011 TENTATIVE WALWORTH COUNTY RE-DISTRICTING PLAN**

The Walworth County Board of Supervisors Public Hearing was called to order by Chair Russell at 5:04 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, Russ Wardle, David A. Weber, and Chair Nancy Russell. Rick Stacey was absent and excused. A quorum was established.

County Clerk Kim Bushey stated that the meeting would begin with a presentation from representatives from the Southeastern Wisconsin Regional Planning Commission (SEWRPC), Elizabeth Larsen, Business Manager, Kenneth Yunker, Executive Director, and John McDougall, Geographic Information Systems Manager. SEWRPC was requested by Walworth County to prepare the 2011 Redistricting Plan under specific contract.

Elizabeth Larsen summarized a few of the key criteria used in preparing the Tentative Redistricting Plan. They are as follows: Supervisory districts would be substantially equal in population with the deviation rate of plus or minus 3%; each would be comprised of four census blocks which would not cut across existing ward boundaries. The staff was instructed to try to not split municipalities into multiple districts and try to follow the current districts as best possible; however, given population change and growth, that could not be exactly achieved. And finally, the residence of any existing Walworth County Supervisor was not to be taken into consideration.

Larsen said that on March 21, 2011 the census data became available and thus the County Board was to adopt a Tentative Plan by May 21, 2011. The SEWRPC staff utilized Geographic Information Systems mapping software to prepare the Plan. After several iterations, the Tentative Walworth County Redistricting Plan was prepared. The plan follows the criteria as closely as possible, and most importantly 7 of the 11 supervisory districts are within 1% of the target population for each district. All 11 districts are within 3% of the population. If the Tentative Plan is approved, the Plan can then be provided to the municipalities who will reference tentative supervisory district boundaries in preparing their municipal ward plans. Municipalities are to have their ward plans completed by July 21, 2011. Municipalities may propose changes with respect to annexations and the Tentative Plan may be modified by the commission's staff to accommodate these annexations. The City of Delavan has already provided SEWRPC with their annexations. The County Board will hold a public hearing on the final plan and the County Board Chairperson will file a copy of the Final Supervisory District Plan with the Secretary of State.

Larsen said that the four boards displayed in the County Board Room at this meeting, included the 14 items of criteria. The maps were: the current plan, the proposed plan, a map with the ward

boundaries, and a map with the school district boundaries. There were no questions from the Supervisors at this time.

Chair Russell opened the meeting for public comment. Clerk Bushey said she had received no public comment cards but had received correspondence from the City of Delavan regarding annexation RC-296 encompassing about 72 acres of uninhabited property effective April 15, 2011. This correspondence was attached to the agenda for this evening's meeting and mailed to all the Supervisors. Another copy of that communication was placed on Supervisors' desks. Bushey said that the City of Delavan is asking for the inclusion of this property into the proposed Supervisory District 8 so as not to create an additional single parcel voting ward. There was no public comment offered.

On motion by Supervisor Schaefer, seconded by Supervisor Grant, the public hearing was closed.

Discussion ensued. Supervisor Weber stated that SEWRPC's intent was great, but thought there were specific criteria the Board didn't declare or identify that was possibly missed. Supervisor Weber stated there seemed to be some flaws and a large change in the landscape with there being only a 10% population change. He said Article 13 states where possible the core or existing districts shall be maintained. There is a large impact on District's 5, 9, and 7 and it looks like District 2 has some significant changes in that area as well. He said he would be interested in seeing some of the other versions of the Plan that Mr. Yunker (SEWRPC) spoke about at the last meeting to see if any other versions lessen the amount of change or impact. Supervisor Weber said his particular concern is with the Village of Williams Bay and how the school district changes. Also, he is concerned about the development that is coming up Theatre Road and CTH 67 on the west side, which would then be split by two Supervisors representing the community of Williams Bay and its populace. The proposed change will eliminate two Supervisors and add two new Supervisors. He said the populace has the right to elect those who run and through the elective process choose those people. He said he is concerned that we will be diluting the amount of experience and talent that is vested in the Board now. He said our constituents have not been informed and he hasn't seen anything in the newspaper. He said that this kind of a change in District 7, changes the dynamics of the representation. Supervisor Weber recommended tabling the Plan for further review and taking the opportunity to see some of the other alternative plans that were at least considered if not proposed.

Supervisor Grant stated that the City of Whitewater has had two Supervisors representing one area for years. He said if the redistricting was done by school districts because they have everything in common, Whitewater School District covers enough area that there would be next to nothing for District 3 because it is a big school district geographically. He said as far as new Supervisors, this plan would bring in two new ones. With the last election there were three new Supervisors; and when we redistricted because of downsizing, we ended up having Supervisors against each other and some vacant areas. Supervisor Grant said he believes SEWRPC did a good job, kept the population very close, and he is content with the Plan.

Supervisor Kilkenny stated that he shared Supervisor Weber's concerns. He said he would like to see the other Plans if they are consistent with our criteria and meet the other considerations. Mr. Yunker, SEWRPC, came forward to comment on Supervisor Kilkenny's concerns. Yunker said with regard to the relatively modest population change, although that may have been true

across the County, there was a substantial difference in certain areas of the County. He said that was one of the reasons why you see changes in some districts and not much change in others. If the population growth in that district was at about the same rate as the overall County growth, that district stayed the same; but if there was substantially more population growth in that one area, then that area had to be made smaller. If another area didn't grow as fast as the rest of the County, then that area had to be expanded. He said that they do appreciate the comments, and they tried to faithfully follow the criteria they were provided. He then referred to the maps regarding possible changes to boundary lines. Supervisor Weber suggested that if you took the Williams Bay school district, which goes up Hwy 67 and Theatre Road, it would be less than a 1% deviation and you'd be picking up the population of the Village balancing the deviation factor.

Supervisor Redenius stated that he would like the opportunity to see all the maps. Supervisor Russell stated that SEWRPC was only asked to bring the one map but that doesn't mean we can't change that now. Supervisor Grant asked when the deadline was for the maps to go to the municipalities. Mr. Bretl stated that the deadline is May 21, 2011. Bretl thanked SEWRPC for doing the work and following the criteria that they received. He said if the Board doesn't want to approve this or recommend approval at this meeting, in all fairness to SEWRPC, you would need to send them back with something very specific tonight with what you want drawn and what you want to see so when you meet again you can move on this.

Supervisor Kilkenny stated he thought the date for approval was September 21. Mr. Bretl said the deadline is May 21, 2011 to get this Tentative Plan to the municipalities, it is a statutory requirement. Supervisor Kilkenny stated that by looking at the criteria again, we are not making any criticisms of SEWRPC and that a map could look different and still meet all these criteria. He said this timeline is a little bit disheartening because the constituents don't get to comment and we are supposed to vote on it. Mr. Bretl stated that he that it is a relatively short turn around but it's not unique. All 72 counties have the same timeline. Supervisor Grant stated that this is a Tentative Plan and when it goes to the municipalities, because of the census, they may have to redraw their aldermanic district lines. He asked if the Board waited until we got it back from the municipalities, could the boundary lines then be changed. Mr. Yunker stated that then the Board would be potentially changing their wards again and the municipalities would have to approve it again. Supervisor Grant asked, if when we get it back from the municipalities, is it set in stone? Mr. Yunker stated yes, it is pretty close to that. Supervisor Russell stated that we would need to have specific criteria and the objective is to have the three supervisors who are in the one district be in their former districts. That would be a lot easier for them to handle versus trying to use school district lines, which makes the job more difficult. Mr. Yunker discussed potential boundary line changes. Supervisor Wardle stated his concerns about moving boundaries for specific addresses and said he thought keeping towns together sounded like a better plan. Supervisor Hawkins stated he felt that we have a criteria established, and that's what we should follow. He said there have been changes to his district as well, now and with the past redistricting; that is part of progress and change and we have to deal with where the boundaries lie. Supervisor Weber stated changes that he felt would be possible in District #9.

A motion was made by Supervisor Weber, seconded by Supervisor Kilkenny to modify the tentative plan as follows: modify the area in the Town of Darien in Supervisory District 5, north of I-43, divided by CTH X and add it to District 8; delete an area of land that is currently in District 5, relocate it to District 8, the area is north of I-43 and west of CTH O; delete an area

from District 5 and add to District 7 in the area north of the Village of Williams Bay, east of CTH F, south of STH 50 and west of STH 67; include the request by the City of Delavan, to add the annexation of 72 acres of uninhabited property; republish this for a public hearing to distribute the maps to the various municipal clerks; and, create a petition to set a separate meeting before May 21, 2011. A roll call vote was held. Total vote: 11; Ayes: 5 – Joe Schaefer, Carl Redenius, Kathy Ingersoll, David Weber, Dan Kilkenny; Noes: 5 – Russ Wardle, Jerry Grant, Richard Brandl, Randy Hawkins, Nancy Russell; Absent: 1 – Rick Stacey. Motion failed.

A motion was made by Supervisor Hawkins, seconded by Supervisor Grant, to recommend the tentative plan proposed by SEWRPC, including the City of Delavan annexation. A roll call vote was held. Total vote: 11; Ayes: 6 – Joe Schaefer, Russ Wardle, Jerry Grant, Richard Brandl, Randy Hawkins, Nancy Russell; Noes: 4 – Carl Redenius, Kathy Ingersoll, David Weber, Dan Kilkenny; Absent: 1 – Rick Stacey. The 2011 Tentative Walworth County Redistricting Plan was approved as amended to include the annexation of the City of Delavan.

On motion by Supervisor Hawkins, seconded by Supervisor Grant, the Committee of the Whole meeting was adjourned at 5:52 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 May 10, 2011 public hearing.

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

**MAY 10, 2011  
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, Russ Wardle, David A. Weber, and Chair Nancy Russell, Supervisor Rick Stacey was absent and excused. A quorum was established.

Dan Kilkenny, Walworth County Board Supervisor, District #8, delivered the invocation.

**Amendments, Withdrawals, and Approval of Agenda**

On motion by Supervisor Hawkins, seconded by Supervisor Grant, the agenda was approved by voice vote. On motion by Supervisor Grant, seconded by Supervisor Hawkins, the agenda was amended by moving Executive Committee item 1, Resolution No. 11-05/11; item 2, Resolution No. 12-05/11 to be considered following Comment Period by Members of the Public Concerning Items on the agenda; and moving Public Works Committee item 1, Resolution No. 09-05/11 and Committee of the Whole item 1, Resolution No. 13-05/11 to be considered following the Special Order of Business.

**Approval of the Minutes**

On motion by Supervisor Grant, seconded by Supervisor Ingersoll, the minutes of the April 19, 2011 Walworth County Board Meeting were approved by voice vote. On motion by Supervisor Grant, seconded by Supervisor Ingersoll the minutes of the April 19, 2011 Committee of the Whole Meeting were approved by voice vote.

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

Dorothy Burwell, N4836 CTH O, Delavan addressed the Board regarding the 2035 highway plan. Ms. Burwell stated that as a former member of the Walworth County Highway Jurisdictional Committee she urged the Board to support the plan they have before them. A July 2009 technical memorandum from the DOT stated that the Hwy 50 plan is based on a significant amount of traffic due to the Sho-Deen development and other development along the corridor. The Smart Growth Plan eliminates the vast majority of the Sho-Deen property from being developed. As many of you know, a group of investors are meeting with the City of Delavan tonight in regard to purchasing Lake Lawn. They have removed the water park and other proposed development on that property from that plan. They are also proposing a road from HWY 50 to Mound Road. Ms. Burwell asked the Board to support the plan that they have.

On motion by Supervisor Weber, seconded by Supervisor Hawkins, **Resolution No. 11-05/11** – Recognizing the Badger High School Culinary Team for their Championship at the 2011 ProStart Invitational Culinary Competition at the Wisconsin Restaurant Expo, was approved by voice vote.

On motion by Supervisor Weber, seconded by Supervisor Brandl, **Resolution No. 12-05/11** – Recognizing Walworth County Departments and Employees for their Participation in the 2010 United Way Fund-raising Drive, was approved by voice vote.

### **Special Order of Business**

- Recognizing the Badger High School Culinary Team for their Championship at the 2011 ProStart Invitational Culinary Competition at the Wisconsin Restaurant Expo

Chair Russell read the resolution as the team came forward and were honored. The following members were honored for their exceptional accomplishments; the Management Team, Angelina Delgado, Riely Mikrut, Dan Sepe and David Winger; Culinary Instructor, Russ Tronsen; and the team consisting of Ryan Child, Connie Guesrero, Dustin Meyer, Robby Taylor and Jasmine Kincaid.

- Recognizing Walworth County Departments and Employees for their Participation in the 2010 United Way Fund-raising Drive

Chair Russell read the resolution recognizing Walworth County employees on their contributions and fundraising efforts. Mr. Bretl thanked all the employees who participated and contributed monies to the Drive; and also to Connie Woolever, representing the Register of Deeds, Chris Jordan, representing the Veterans and Bernie Janiszewski, representing Lakeland Health Care facility, for their leadership in promoting the drive.

On motion by Supervisor Weber, seconded by Supervisor Schaefer, **Resolution No. 09-05/11** – Endorsing a Jurisdictional Highway System Plan for Walworth County: 2035 (Planning Report No. 15, 2<sup>nd</sup> Edition), was approved by voice vote.

- Res. No. 13-05/11 – Setting Forth a Tentative Supervisory District Plan for Walworth County, including the City of Delavan Annexation.

A motion was offered by Supervisor Grant, seconded by Supervisor Hawkins, to approve Resolution No. 13-05/11 and to include the City of Delavan Annexation.

Concern was expressed that the entire County Board was not present for the vote. After some discussion a motion was made by Supervisor Kilkenny, second by Supervisor Weber to table Resolution 13-05/11 to an agreeable date between now and the 21<sup>st</sup> of May. The motion and second to table were then subsequently withdrawn.

After much discussion a roll call vote on Resolution No. 13-05/11 Setting Forth a Tentative Supervisory District Plan for Walworth County including the City of Delavan Annexation was

conducted. Total vote: 11; Ayes: 6 – Joe Schaefer, Russ Wardle, Jerry A. Grant, Richard Brandl, Randy A. Hawkins, Chair-Nancy Russell; Noes: 4 – Carl Redenius, Kathy Ingersoll, David A. Weber, Vice Chair - Dan G. Kilkenny; Absent: 1 – Rick Stacey. **Res. No. 13-05/11** was approved. Motion carried

### **Appointments/Elections**

1. Aging and Disability Resource Center (ADRC) Board
  - Mary Polachowski – Three year term to begin upon appointment
  - Ken Sathern – Three year term to continue upon reappointment(Recommended by the Health and Human Services Board 6-0 and the Executive Committee 5-0)
2. Lake Geneva Library Board
  - Fritz Openlander – Three year term to continue upon reappointment and end June 30, 2014(Recommended by the Executive Committee 5-0)

Supervisor Weber offered a motion, seconded by Supervisor Brandl, to appoint Mary Polachowski and reappoint Ken Sathern to the Aging and Disability Resource Center and to reappoint Fritz Openlander to the Lake Geneva Library Board as recommended by the Executive Committee, 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) Notice of Claim-Aaron M. Blum vs. Walworth County's District Attorney (To be referred to the Executive Committee)
3. Communications from Walworth Joint School District #1, Whitewater Unified School District, and Woods School regarding an amendment to Exhibit D of the Intergovernmental Agreement By and Between Walworth County and the School Districts (To be referred to Children with Disabilities Education Board)
4. Communication from County Board Chair Nancy Russell requesting the enactment of an ordinance to require not less than 50 nor more than 200 signatures of electors on a nomination petition to be on the ballot for county board supervisor, now that Walworth County's population is officially more than 100,000 (To be referred to the Executive Committee)
5. La Crosse County Resolution #9-4/11 Opposing Changes to Same Day Voter Registration and Opposing Voter ID Requirements in Wisconsin and Specifically Expressing Opposition to Senate Bill 6 (To be referred to the Executive Committee)
6. Town of East Troy Resolution 2011-4 stating objection to Governor Walker's 2011-2013 biennium budget which cuts aids to the Town of East Troy (To be referred to the Finance Committee)
7. Communication from the Town of East Troy regarding the golf course at the Rainbow Springs property (To be referred to the Land Conservation Committee)
8. Langlade County Resolution # 36-2011-Oppose the Provisions of AB 40 that Call For Elimination of Paced and Farmland Protection Conversion Fees (To be referred to the Land Conservation Committee)

9. Price County Resolution 14-11 requesting recognition of Price County’s improvements to water quality and resource preservation throughout the State; and any revision of rules under the Wisconsin Administrative Code be reviewed and adopted only after consideration and amendment by local units of government (To be referred to the Land Conservation Committee)
10. Report of the County Clerk Concerning Communications Received by the Board and Recommended to be Placed on File
11. Report of County Clerk Concerning Communications Received by the Board After the Agenda Mailing – The following items were placed on supervisors’ desk:
  - Statement of Claim and Collisions Center Estimate-Kelly Monahan – To be referred to the Executive Committee
  - Claim for Vehicle Damage, Estimate of Repair, and Police Report – Christina Krause vs. Walworth County Public Works – To be referred to Executive Committee
  - Communication from Gene Pulara concerning the subject “CAFOs and Potentially Inconsistent Conditional Use Processing” – To be referred to the County Zoning Agency
  - Communication from Gene Pulara concerning the subject “Use of Innovative Technologies in Agriculture” – To be referred to the County Zoning Agency
  - Communication from Nowlan & Mouat LLP regarding Center Pivot Manure Application – To be referred to the County Zoning Agency
  - Communications from Wassel, Harvey & Schuk, LLP with Town of Bloomfield Ordinance No. 1061, Ordinance No. 1062, and Ordinance No. 1063 – To be referred to the County Zoning Agency
  - Monroe County Resolution # 04-11-14 – Opposing Elimination of Municipal Recycling Grant Programs – To be referred to the Public Works Committee
  - Monroe County Resolution 04-11-13 – Resolution of Support for the Indian Reservation Roads Program – Previously referred and to be placed on file
  - Walworth County Sheriff’s Office Annual Report 2010 – To be placed on file
  - *Walworth County Aging & Disability Resource Center News*, May 2011 – To be placed on file
12. Report of County Clerk Concerning Zoning Petitions (To be referred to the County Zoning Agency) - None

**Unfinished Business**

There were none.

**New Business**

There were none.

**Reports of Standing Committees**

There were none.

**Committee of the Whole**

1. Res. No. 13-05/11 – Setting Forth a Tentative Supervisory District Plan for Walworth County- *Vote required: Majority*

Resolution No. 13-05/11 was approved earlier in the meeting.

**County Zoning Agency Report of Proposed Zoning Amendments**

1. Town of Bloomfield Chapter 27 Zoning Ordinances: Ordinance No. 1056, approved: 7-0 (April 21, 2011 public hearing)
2. Hold Your Horses, LLC c/o Lakeland Animal Shelter (Town of Delavan, App.), part of Tax Parcel # F D 2400001, Section 24, Delavan Township. Amend the 2035 Land Use Plan Map (approximately 3.14 acres) from Urban Density Residential (less than 5.0 acres per dwelling) to the Prime Agricultural land use category for expansion of the Lakeland Animal Shelter. Pursuant to Section 66.1001(4) Wis. Stats., approved 7-0 (April 21, 2011 public hearing)
3. Birds Eye Foods, LLC, Town of Darien, Rezone approximately 1.02 acres of A-1 Prime Agricultural District to A-4, approved 7-0 (April 21, 2011 public hearing)

On motion by Supervisor Brandl, seconded by Supervisor Weber, the County Zoning Agency Report of Proposed Zoning Amendments, items 1, 2 and 3, were approved by voice vote as recommended by the County Zoning Agency.

**Executive Committee**

1. Res. No. 11-05/11– Recognizing the Badger High School Culinary Team for Their Championship at the 2011 ProStart Invitational Culinary Competition at the Wisconsin Restaurant Expo-*Vote required: Majority* (Recommended by the Executive Committee 5-0)
2. Res. No. 12-05/11 – Recognizing Walworth County Departments and Employees for Their Participation in the 2010 United Way fund-raising Drive- *Vote required: Majority* (Recommended by the Executive Committee 5-0)
3. Res. No. 14-05/11 – Supporting Continued State Funding of Veterans’ Benefits through the Veterans Trust Fund- *Vote required: Majority* (Recommended by the Executive Committee 5-0)
4. Res. No. 15-05/11 – Supporting Establishing a Non-partisan Election for County Offices- *Vote required: Majority* (Recommended by the Executive Committee 5-0)
5. Res. No. 16-05/11 – Denying the Claim of Cynthia Lentz-*Vote required: Majority* (Recommended by the Executive Committee 5-0)

On motion by Supervisor Weber, seconded by Supervisor Grant, the following were approved by voice vote: Item 3, **Resolution No. 14-05/11**; Item 4, **Resolution No. 15-05/11**; and Item 5, **Resolution No. 16-05/11**. Resolution No. 11-05/11 and Resolution No. 12-05/11 were approved earlier in the meeting.

**Finance Committee**

1. Ord. No. 677-05/11 – Amending Section 30-412 of the Walworth County Code of Ordinances Relating to Timekeeping Requirements for Employees- *Vote required: Majority* (Recommended by the Finance Committee 4-0)
2. Res. No. 17-05/11 – Authorizing the Closing of CTH G Bridge Project Utilizing Public Works Reserves-*Vote required: Majority* (Recommended by the Finance Committee 4-0)

3. Res. No. 18-05/11 – Authorizing the Closing of CTH C-Martin St. Project Utilizing Public Works Reserves- *Vote required: Majority* (Recommended by the Finance Committee 4-0)
4. Res. No. 19-05/11 – Closing Fiscal Year 2010-*Vote required: Two-thirds* (Recommended by the Finance Committee 4-0)
5. Res. No. 20-05/11 – Identifying Committed Fund Balance 2010- *Vote required: Two-thirds* (Recommended by the Finance Committee 4-0)
6. Res. No. 21-05/11 – Identifying Children with Disabilities Education Board 2011 Fund Balance Commitments- *Vote required: Two-thirds* (Recommended by the Finance Committee 4-0)
7. Res. No. 22 -05/11 – Authorizing Write-Off of 2008 Personal Property Taxes Uncollectible in 2009- *Vote required: Two-thirds* (Recommended by the Finance Committee 4-0)

On motion by Supervisor Brandl, seconded by Supervisor Grant, item 1, **Ordinance No. 677-05/11**, Item 2, **Resolution No. 17-05/11** and Item 3, **Resolution No. 18-05/11** were approved by voice vote.

Supervisor Schaefer offered a motion, seconded by Supervisor Grant, to approve item 4, Resolution No. 19-05/11. On motion by Supervisor Grant, seconded by Supervisor Brandl, **Resolution No. 19-05/11 was approved by unanimous consent.**

Supervisor Grant offered a motion, seconded by Supervisor Schaefer, to approve item 5, Resolution No. 20-05/11. On motion by Supervisor Grant, seconded by Supervisor Weber, **Resolution No. 20-05/11 was approved by unanimous consent.**

Supervisor Weber offered a motion, seconded by Supervisor Ingersoll, to approve item 6, Resolution No. 21-05/11. On motion by Supervisor Grant, seconded by Supervisor Ingersoll, **Resolution No. 21-05/11 was approved by unanimous consent.**

Supervisor Wardle offered a motion, seconded by Ingersoll, to approve item 7, Resolution No. 22-05/11. On motion by Supervisor Grant, seconded by Supervisor Weber, **Resolution No. 22-05/11 was approved by unanimous consent.**

#### **Health and Human Services Board**

1. Res. No. 10-05/11 – Opposing the Initiative in the Governor’s Budget that Removes Income Maintenance Administration from the Counties and Creates a State Operated Centralized Income Maintenance Unit-*Vote required: Majority* (Recommended by the Health and Human Services Board 6-0)

On motion by Supervisor Grant, seconded by Supervisor Ingersoll, **Resolution No. 10-05/11** was approved by voice vote.

#### **Human Resources Committee**

1. Res. No. 08-05/11 – Approving Side Letter Agreement between Walworth County & Highway Employees’ Union 1925- *Vote Required: Majority* (Recommended by the Public Works Committee 4-0 and the Human Resources Committee 5-0)

On motion by Supervisor Ingersoll, seconded by Supervisor Brandl, **Resolution No. 08-05/11** was approved by voice vote.

#### **Land Conservation Committee**

1. Res. No. 05-05/11 – Amending the Regional Natural Areas and Critical Species Habitat Protection and Management Plan for Southeastern Wisconsin- *Vote required: Majority* (Recommended by the Land Conservation Committee 5-0)
2. Res. No. 06-05/11 – Endorsing the Regional Water Supply Plan for Southeastern Wisconsin: 2035- *Vote required: Majority* (Recommended by the Land Conservation Committee 5-0)
3. Res. No. 07-05/11 – Denying the Amendment to the Regional Water Quality Management Plan for the Sanitary Sewer Service Area for the Walworth County Metropolitan Sewerage District – Elkhorn Sanitary Sewer Service Area Dated June 2011- *Vote required: Majority* (Recommended by the Land Conservation Committee 5-0)

On motion by Supervisor Grant, seconded by Supervisor Wardle, the following were approved by voice vote: Item 1, **Resolution No. 05-05/11**, Item 2, **Resolution No. 06-05/11**; and Item 3, **Resolution No. 07-05/11**.

#### **Public Works Committee**

1. Res. No. 09-05/11 – Endorsing a Jurisdictional Highway System Plan for Walworth County: 2035 (Planning Report No. 15, 2<sup>nd</sup> Edition) - *Vote required: Majority* (Recommended by the Public Works Committee 5-0) (The complete Plan is on file in the County Clerk's Office)

Resolution No. 09-05/11 was approved earlier in the meeting.

#### **Reports of Special Committees**

There were none.

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

Dorothy Burwell, Town of Delavan, addressed the board regarding the recount process. Burwell stated she served as a part-time minute's secretary for the Supreme Court Justice recount. She commended Kim Bushey, Walworth County Clerk, for her organizational skills, along with that of her staff. She felt their efforts had saved the county a good deal of time and expense in the lengthy recount. Burwell also commended Bushey for the assistance she provides to the municipal clerks.

#### **Chairperson's Report**

Chair Russell announced that LeeAnn Brunner will be retiring on June 3, 2011 after 22 years of service. Russell wished her the best of luck and thanked her for her service to Walworth County.

**Adjournment**

On motion by Supervisor Brandl, seconded by Supervisor Schaefer, the meeting was adjourned at 6:42 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 May 10, 2011 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:** Elizabeth Sukala

**Nominee:** N7389 County Road H

**Address:** Elkhorn, WI 53121

\_\_\_\_\_

\_\_\_\_\_

**Submitted by:** David Bretl, County Administrator

**Authority:** Section 59.18, Wisconsin Statutes

**Who will the nominee replace?** Greg Guidry

**When did/does the incumbent's current term expire?** \_\_\_\_\_

**Was this vacancy advertised?** yes

\_\_\_\_\_

**Comment** Mr. Guidry was appointed to fill a regular BOA position, leaving a vacancy in the 1<sup>st</sup> alternate slot. Appointment of Ms. Sukala as a 1<sup>st</sup> alternate member would be to complete the unfinished term scheduled to end on June 30, 2012.

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**For incumbents, committee attendance, if known:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

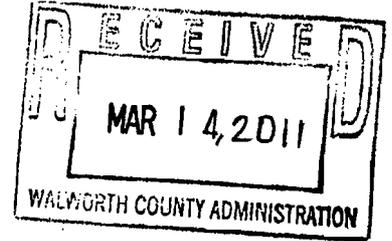
**WALWORTH COUNTY  
NOTICE OF INTEREST TO SERVE AS A CITIZEN REPRESENTATIVE**

Name: Elizabeth A. Sukala

Date: 3-11-11

Mailing Address: NT389 County Rd H  
ELKHORN WI 53121

Phone: 262 742-2177



I reside in:  the Town of La Grange  
 the Village of \_\_\_\_\_  
 the City of \_\_\_\_\_

Please consider me for appointment to: Alternate to the Walworth County Board of Adjustment.

I am interested in serving as a citizen representative because: I am concerned about our County's future <sup>Responsible</sup> land-use and resource management while allowing growth at a reasonable rate are very important. As a former resident of Lauderdale Lakes, I have a concern for our resources there throughout the area.

Special skills, experience or qualifications I possess related to this appointment are: I am familiar with County zoning having served on our Town Plan Commission and as former Town Clerk. I have been involved in the formulation of 2 Long Range Town Plans. I am able to read blueprints & have an understanding of basic building codes & zoning ordinances.

Check one of the following:

- I am a resident of Walworth County and reside in the appropriate jurisdiction to serve on the board or commission for which I am applying.
- I am not a resident of Walworth County.

I certify that the information I have provided is truthful to the best of my knowledge.

Elizabeth A. Sukala      3-11-11  
Signature of Applicant      Date

Feel free to attach any additional documentation to this form.

STATE OF WISCONSIN  
CIRCUIT COURT: WALWORTH COUNTY

11 CV 00735

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as assignee of  
MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., acting solely as  
nominee for CTX MORTGAGE  
COMPANY, LLC, a national  
banking association,  
3476 Stateview Boulevard,  
Fort Mill, SC 29715,

CASE NO.  
FORECLOSURE CASE CODE-30404

HON. JOHN R. RACE

FILED  
CIRCUIT COURT

MAY 06 2011

Clerk of Courts-Walworth Co.  
By: SUSAN NESBITT

Plaintiff,

vs.

SUMMONS

RICARDO E. LOPEZ and  
JANE DOE LOPEZ  
Unknown Spouse,  
N1363 Thistle Road,  
Genoa City, WI 53128, and

THERESA A. HOLST and  
JOHN DOE HOLST,  
Unknown Spouse,  
N1363 Thistle Road,  
Genoa City, WI 53128, and

U.S. Bank, National Association  
N.D., c/o Its President,  
4325 17th Avenue S.W.  
Fargo, ND 58103, and

Target National Bank,  
c/o Its President,  
3701 Wayzata Boulevard,  
Minneapolis, MN 55416, and

Livingston Financial, LLC,  
c/o a managing member or  
officer,  
100 S. Fifth Street  
1400 5th Street Tower,  
Minneapolis, MN 55402, and

Walworth County  
c/o County Clerk,  
1800 County Road NN,  
Genoa City, WI 53128, and

Midland Funding, LLC,  
c/o a managing member or  
officer,  
8875 Aero Drive Suite #200,  
San Diego, CA 92123,

RECEIVED  
WALWORTH COUNTY CLERK  
2011 MAY 16 AM 10:10

THE STATE OF WISCONSIN.

To each person named above as a defendant:

You are hereby notified that the 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, 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 Clerk of Court, whose address is Walworth County Courthouse, Judicial Center, 1800 County Trunk NN, Elkhorn, WI 53121, and to Kohner, Mann & Kailas, S.C., Plaintiff's attorneys, whose address is 4650 N. Port Washington Road, Milwaukee, Wisconsin 53212-1059. You may have an attorney help or represent you.

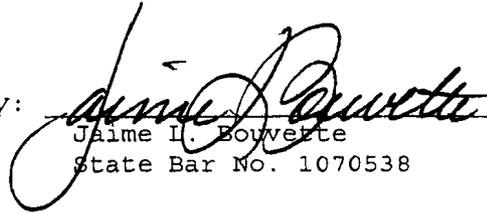
If you do not provide a proper answer within twenty (20) days\* of receiving this Summons, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. 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.

(\*Forty-five (45) days if you are the State of Wisconsin or an insurance company; or sixty (60) days if you are the United States of America)

Dated this 3rd day of May, 2011.

KOHNER, MANN & KAILAS, S.C.  
Attorneys for Plaintiff

By:

  
Jaime L. Bouvette  
State Bar No. 1070538

Post Office Address:

4650 N. Port Washington Road  
Milwaukee, Wisconsin 53212-1059  
Telephone: (414) 962-5110  
Facsimile: (414) 962-8725  
E-mail: [jbouvette@kmksc.com](mailto:jbouvette@kmksc.com)

NOTICE REQUIRED BY THE FAIR DEBT  
COLLECTION PRACTICES ACT (the Act)  
15 U.S.C. Section 1692 As Amended

1. Kohner, Mann & Kailas, S.C. is a debt collector and the attached Complaint and this Notice are an attempt to collect a debt. Any information you provide to Kohner, Mann & Kailas, S.C. will be used for that purpose.
2. This Notice pertains to your dealings with Kohner, Mann & Kailas, S.C., 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 Kohner, Mann & Kailas, S.C., and you must follow its instructions even if you dispute the validity or amount of the debt. The information in this Notice also does not affect my firm's relations with the court. As lawyers, Kohner, Mann & Kailas, S.C. may file papers in the suit according to the court's rules and the judge's instructions.
3. The amount of the debt is stated in the Complaint attached hereto. Because of interest, late charges, attorneys' fees and other charges, that may vary from day-to-day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown in the Complaint, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing your check. For further information, write our firm at the address set forth below or call our firm at (414) 962-5110.
4. The Plaintiff as named in the attached Summons and Complaint is the creditor to whom the debt is owed.
5. The debt described in the Complaint attached hereto will be assumed to be valid by Kohner, Mann & Kailas, S.C., unless you, within 30 days after the receipt of this notice, dispute the validity of the debt or some portion thereof.
6. If you notify Kohner, Mann & Kailas, S.C. in writing within 30 days of the receipt of this notice that the debt or any portion thereof is disputed, Kohner, Mann & Kailas, S.C. will obtain a verification of the debt and a copy of the verification will be mailed to you by Kohner, Mann & Kailas, S.C.
7. If the creditor named as Plaintiff in the attached Summons and Complaint is not the original creditor, and if you make a request to Kohner, Mann & Kailas, S.C. within the 30 days from the receipt of this notice, the name and address of the original creditor will be mailed to you by Kohner, Mann & Kailas, S.C.
8. The law does not require us to wait until the end of the thirty (30) day period before proceeding with this lawsuit to collect the 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 the accompanying Notice, the law requires us to suspend our efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.
9. Written requests should be addressed to Kohner, Mann & Kailas, S.C., 4650 N. Port Washington Road, Milwaukee, Wisconsin 53212-1059.

11 CV00735

WELLS FARGO BANK, NATIONAL ASSOCIATION, as assignee of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., acting solely as nominee for CTX MORTGAGE COMPANY, LLC, a national banking association, 3476 Stateview Boulevard, Fort Mill, SC 29715,

CASE NO. FORECLOSURE CASE CODE-30404

HON. JOHN R. RACE

Plaintiff,

vs.

COMPLAINT

FILED  
CIRCUIT COURT

MAY 06 2011

Clerk of Courts-Walworth Co.  
By: SUSAN NESBITT

RICARDO E. LOPEZ and  
JANE DOE LOPEZ  
Unknown Spouse,  
N1363 Thistle Road,  
Genoa City, WI 53128, and

THERESA A. HOLST and  
JOHN DOE HOLST,  
Unknown Spouse,  
N1363 Thistle Road,  
Genoa City, WI 53128, and

U.S. Bank, National Association  
N.D., c/o Its President,  
4325 17th Avenue S.W.  
Fargo, ND 58103, and

Target National Bank,  
c/o Its President,  
3701 Wayzata Boulevard,  
Minneapolis, MN 55416, and

Livingston Financial, LLC,  
c/o a managing member or  
officer,  
100 S. Fifth Street  
1400 5th Street Tower,  
Minneapolis, MN 55402, and

Walworth County  
c/o County Clerk,  
1800 County Road NN,  
Genoa City, WI 53128, and

Midland Funding, LLC,  
c/o a managing member or  
officer,  
8875 Aero Drive Suite #200,  
San Diego, CA 92123,

Now comes the Plaintiff, by Kohner, Mann & Kailas, S.C., its attorneys, and alleges as follows:

1. Plaintiff, Wells Fargo Bank, National Association, as assignee of Mortgage Electronic Registration Systems, Inc., acting solely as nominee for CTX Mortgage Company, LLC, is a national banking association, organized and existing under the laws of the United States of America, authorized to do business in Wisconsin with one of its principal places of business located at 3476 Stateview Boulevard, Fort Mill, South Carolina 29715, and is engaged in the business of commercial banking, mortgage lending and related activities (hereinafter "Plaintiff").

2. Defendant, RICARDO E. LOPEZ, is a competent adult who resides at N1363 Thistle Road, Genoa City, WI 53128 (hereinafter "Borrower").

3. Defendant, THERESA A. HOLST, is a competent adult who resides at N1363 Thistle Road, Genoa City, WI 53128 (hereinafter "Borrower").

4. Defendant, Jane Doe Lopez, possible unknown spouse of Borrower, Ricardo E. Lopez, is upon information and belief a competent adult who resides at N1363 Thistle Road, Genoa City, WI 53128.

5. Defendant, John Doe Holst, possible unknown spouse of Borrower, Theresa A. Holst, is upon information and belief a competent adult who resides at N1363 Thistle Road, Genoa City, WI 53128.

6. Defendant, U.S. Bank, National Association N.D., is a national bank, duly operating and existing under the laws of the United States of America with its President and principal offices

located at 4325 17th Avenue S.W. Fargo, ND 58103 is engaged in the business of personal banking, mortgage lending and related activities.

7. Defendant, State of Wisconsin, Department of Workforce Development, is a governmental agency of the State of Wisconsin, a sovereign entity and body politic with its capitol situated in the City of Madison, County of Dane, and its agent for service of process is the Attorney General, State Capitol, Suite 114 East, Madison, Wisconsin.

8. Defendant, Target National Bank, is a national banking association, duly operating and existing under the laws of the United States of America with its President and principal offices located at 3701 Wayzata Boulevard, Minneapolis, MN 55416 and is engaged in the business of commercial banking, mortgage lending and related activities.

9. Defendant, Livingston Financial, LLC, a foreign LLC duly organized and existing under the laws of the State of Minnesota with its principal place of business located at 100 S. Fifth Street 1400 5th Street Tower, Minneapolis, MN 55402, c/o a managing member or officer, and is engaged in the business of consumer lending and related activities.

10. Defendant, Walworth County, is a municipal corporation with its principal place of business located at 1800 County Road NN, Genoa City, WI 53128, c/o the County Clerk.

11. Defendant, Midland Funding LLC, is a domestic corporation, duly organized and existing under the laws of the state of California with its president and principal offices located at 8875 Aero Drive, Suite #200, San Diego, CA 92123.

12. Borrower executed and delivered a Note and Mortgage to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for CTX Mortgage Corporation, LLC., for the consideration expressed therein, copies of which are attached hereto as Exhibits, and that the Mortgage was recorded in the Office of the Register of Deeds for this County on October 20, 2003, as Document No. 580740. Plaintiff is the owner and holder of said Note and Mortgage.

13. Mortgage Electronic Registration Systems, Inc., acting solely as nominee for CTX Mortgage Company, LLC., assigned the Mortgage to Plaintiff by an assignment dated December 2, 2010 and recorded in the Office of the Register of Deeds for Walworth County, Wisconsin, on March 25, 2011. A copy of the assignment is attached hereto as an Exhibit. Plaintiff is the owner and holder of said Note and Mortgage.

14. Borrowers defaulted under the terms and conditions of the Note by failing and neglecting to pay the monthly payments as they became due.

15. The unpaid balance due under the Note and Mortgage is immediately due and payable.

16. As of March 23, 2011, the indebtedness secured by the mortgaged premises is computed as follows:

Principal	\$67,880.84
Interest*	8,730.49
Escrow Advance(s)	8,095.06
Late Charges	132.72
Corporate Advance	665.00
Escrow Balance	(41.21)
Attorneys' Fees	1,200.00
Attorneys' Costs	710.00
TOTAL	\$87,455.32

\* Interest continues to accrue at the rate of 6.000% per year or 1.16 per diem after March 21, 2011.

17. The mortgaged Premises involves real property that is a one- to four-family residence that is owner occupied at the commencement of the foreclosure action, and is located at N1363 Thistle Road,, Genoa City, WI 53128, and that the Premises cannot be sold in parcels without injury to the interests of the parties.

18. That the following Defendants may claim some lien or interest in and to the mortgaged Premises, but that any such claim, lien, or interest is junior and subordinate to Plaintiff's mortgage:

a. Jane Doe Lopez, Possible Unknown Spouse, by virtue of being the present spouse of Borrower, and by virtue of any other interest said Defendant may have in the property.

b. John Doe Holst, Possible Unknown Spouse, by virtue of being the present spouse of Borrower, and by virtue of any other interest said Defendant may have in the property.

c. Defendant, U.S. Bank, National Association N.D., by virtue of a Mortgage from Richardo E. Lopez and Theresa A. Holst, husband and wife, to U.S. Bank, National Association N.D. for \$15,000.00 dated November 3, 2005 and recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on December 1, 2005 as Document No. 661449.

d. Defendant, Target National Bank, by virtue of a Judgment docketed in the Circuit Court for Walworth County, Wisconsin, on October 14, 2008, Case No. 08SC001578, in favor of Target National Bank, 3701 Wayzata Blvd., Minneapolis, MN 55416, creditor, vs. Theresa A. Holst, N1363 Thistle Dr., Genoa City, WI 53128-1430, debtor, in the sum of \$829.00.

e. Defendant, Livingston Financial, LLC, by virtue of a Judgment docketed in the Circuit Court for Walworth County, Wisconsin, on January 12, 2010, Case No. 09CV001804, in favor of Livingston Financial, LLC 100 S Fifth St., 1400 5th St. Tower, Minneapolis MN 55402, creditor, vs. Ricardo E. Lopez, N1363 Thistle Dr., Genoa City, WI 53128, debtor, in the sum of \$8,076.98.

f. Defendant, Walworth County, by virtue of a Judgment docketed in the Circuit Court for Walworth County, Wisconsin, on July 30, 2010, Case No. 10FO000465, in favor of Walworth County Clerk of Circuit Court, 1800 County Road NN, Genoa City, WI 53128, creditor, vs. Ricardo E. Lopez, N1363 Thistle Rd., Genoa City, WI 53128, debtor, in the sum of \$528.70.

g. Defendant, Midland Funding, LLC., by virtue of a Judgment docketed in the Circuit Court for Walworth County, Wisconsin, on August 30, 2010, Case No. 10SC001387, in favor of Midland Funding, LLC 8875 Aero Drive Suite #200, San Diego, CA 92123, creditor, vs. Theresa Holst, 1363 Thistle Dr., Genoa City, WI 53128, debtor, in the sum of \$4,246.50.

19. Pursuant to Section 846.101, Wis. Stats, and the provisions contained in the Mortgage, Plaintiff waives a judgment for any deficiency which may remain due to Plaintiff after sale of the Premises, against every party who is personally liable for the debt secured by the Mortgage; and consents that the Borrowers, may remain in possession of the mortgaged property and be entitled to the rents, issues, and the profits therefrom to the date of confirmation of sale by the Court, unless Borrowers abandon the Premises; Plaintiff does further elect, stipulate and agree to accept said provision for sale of the Premises after the expiration of **six (6) months** from the date of entry of judgment.

20. Our firm is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose. See "Notice Required by the Fair Debt Collection Practices Act" attached to Summons.

WHEREFORE, Plaintiff demands judgment as follows:

1. For the foreclosure and sale of the mortgaged premises in accordance with Sec. 846.101, Wis. Stats.; Plaintiff does further elect, stipulate and agree to accept said provision for sale of the premises after the expiration of **six (6) months** from the date of entry of judgment.

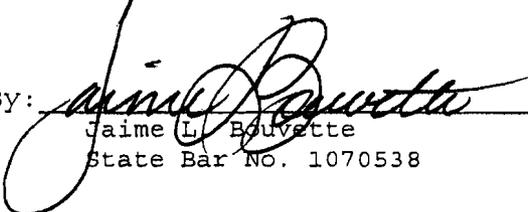
2. If Borrower(s) or their assigns abandon the property, for the sale of the subject property after the expiration of two (2) months from the date of entry of judgment, pursuant to Section 846.102, Wis. Stats.

3. That the Borrower(s), or persons occupying the Premises, be enjoined and restrained from committing waste during the pendency of the action, and that Plaintiff have such other and further relief as may be just and equitable.

Dated this 3rd day of May, 2011.

KOHNER, MANN & KAILAS, S.C.  
Attorneys for Plaintiff

By:

  
Jaime L. Bouvette  
State Bar No. 1070538

Post Office Address:

4650 N. Port Washington Road  
Milwaukee, Wisconsin 53212-1059  
Telephone: (414) 962-5110  
Facsimile: (414) 962-8725  
E-mail: [jbouvette@kmksc.com](mailto:jbouvette@kmksc.com)

NOTE

JULY 30, 2003  
[Date]

TWIN LAKES  
[City]

WISCONSIN  
[State]

11363 TRISTLE ROAD, GEROA CITY, WI 53128  
[Property Address]



1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S.\$ 73,800.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is

CTX MORTGAGE COMPANY, LLC

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on 9/01/2003

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on 8/01/2033, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. BOX 199077

DALLAS, TX 75219-9077 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S.\$ 442.47

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

WISCONSIN FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3250 1/01  
Page 1 of 3



REDACTED FOR PRIVACY

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.00** % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**REDACTED FOR PRIVACY**

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

*Ricardo E Lopez*  
RICARDO E LOPEZ

(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

*Teresa A Holst*  
THERESA A HOLST

(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

*[Sign Original Only]*

**REDACTED FOR PRIVACY**

0580740

# MORTGAGE

RECORDED ON

**NAME & RETURN ADDRESS**

CTX MORTGAGE COMPANY, LLC  
P.O. Box 199113, FINAL DOCS  
Dallas, TX 75219 *39.00*

2003 OCT 20 PM 2 18

CORNIE J. WOOLEVER  
REGISTER OF DEEDS  
WALWORTH COUNTY, WI

**PARCEL IDENTIFIER NUMBER**  
01115

\_\_\_\_\_  
[Space Above This Line For Recording Data]

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **7/30/2003** together with all Riders to this document.

(B) "Borrower" is  
**RICARDO E LOPEZ A SINGLE PERSON**

**THERESA A HOLST A SINGLE PERSON**

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

WISCONSIN -Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3050 1/01

 -SA(WI) (0005)

Page 1 of 15

WIS644: *PL AH*

VMP MORTGAGE FORMS • (800)521-7291



**REDACTED FOR PRIVACY**

747

(D) "Lender" is **CTX MORTGAGE COMPANY, LLC**  
Lender is a **A LIMITED LIABILITY COMPANY**  
organized and existing under the laws of **THE STATE OF DELAWARE**  
Lender's address is **2828 NORTH HARWOOD**  
**DALLAS, TX 75201-1516**

(E) "Note" means the promissory note signed by Borrower and dated **7/30/2003**  
The Note states that Borrower owes Lender

**SEVENTY THREE THOUSAND EIGHT HUNDRED & 00/100** Dollars  
(U.S. \$ **73,800.00** ) plus interest. Borrower has promised to pay this debt in regular Periodic  
Payments and to pay the debt in full not later than **8/01/2033**

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the  
Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges  
due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following  
Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,  
ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,  
non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other  
charges that are imposed on Borrower or the Property by a condominium association, homeowners  
association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check,  
draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument,  
computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an  
account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine  
transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by  
any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)  
damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property;  
(iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or  
condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the  
Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the  
Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its  
implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time,  
or any additional or successor legislation or regulation that governs the same subject matter. As used

REDACTED FOR PRIVACY

748

30.

In this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

COUNTY of WALWORTH  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOTS 5191 THROUGH 5193, BLOCK 105, PELL LAKE SUBDIVISION,  
ACCORDING TO THE RECORDED PLAT THEREOF. SAID LAND BEING IN  
THE TOWN OF BLOOMFIELD, COUNTY OF WALWORTH AND STATE OF  
WISCONSIN.

TAX KEY NUMBER: MPL 01115

which currently has the address of

N1363 THISTLE ROAD  
GENOA CITY

[Street]  
[City], Wisconsin 53128 [Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

REDACTED FOR PRIVACY

749

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower

REDACTED FOR PRIVACY

750

shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

REDACTED FOR PRIVACY

751

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

REDACTED FOR PRIVACY

752

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited

REDACTED FOR PRIVACY

753

to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

REDACTED FOR PRIVACY

754

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

REDACTED FOR PRIVACY

755

12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment, or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

REDACTED FOR PRIVACY

756

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection

REDACTED FOR PRIVACY

757

with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

REDACTED FOR PRIVACY

758

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Accelerated Redemption Periods. 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, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, 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 a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, 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.

25. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.

REDACTED FOR PRIVACY

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_

*Ricardo E Lopez* (Seal)  
RICARDO E LOPEZ -Borrower

\_\_\_\_\_

\_\_\_\_\_ (Seal)  
-Borrower

*Theresa A Holst* (Seal)  
THERESA A HOLST -Borrower

\_\_\_\_\_ (Seal)  
-Borrower

REDACTED FOR PRIVACY

760

42.

STATE OF WISCONSIN,

Kenosha County ss:

The foregoing instrument was acknowledged before me this  
by

RICARDO E LOPEZ

THERESA A HOLST



My Commission Expires: *is permanent*

*David T. Smith*

Notary Public, State of Wisconsin

*David T. Smith*

This instrument was prepared by  
LYNN LOMCLA

REDACTED FOR PRIVACY

State Bar of Wisconsin Form 30-2003  
**ASSIGNMENT OF MORTGAGE**



Doc # **811877**

Recorded  
 March 25, 2011 10:38 AM

CONNIE J WOODLEVER  
 REGISTER OF DEEDS  
 WALWORTH COUNTY, WI  
 Fee Amount: \$30.00  
 Total Pages: 1

Document Number

Document Name

The undersigned ("Assignor," whether one or more), for a valuable consideration, assigns to Wells Fargo Bank, National Association

the Mortgage dated July 30, 2003, executed by Ricardo E. Lopez, a single person, and Theresa A. Holst, a single person

to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for \* on real estate in Walworth County, Wisconsin ("Property"), together with the note or other obligation it secures, which Mortgage was recorded in the Office of the Register of Deeds of said County, in (Reel) (Vol.) n/a of Records, at (Images) (Pages) n/a, as Document No. 580740.

The Property which is subject to this Assignment is described as:

Lots 5191 through 5193, Block 105, Pell Lake Subdivision,\* according to the recorded plat thereof. Said land being in the Town of Bloomfield, County of Walworth and State of Wisconsin.

**\* Section 3**

\*CTX Mortgage Company, LLC

**CHOOSE EITHER OR BOTH OF THE FOLLOWING OPTIONS, AS APPLICABLE; ONLY THOSE OPTIONS CHOSEN SHALL APPLY:**

- X A. This Assignment is made without recourse.
- X B. Assignor warrants that there is now owing an unpaid balance on the note or other obligation secured by the mortgage, as principal, a sum of not less than \$ 67,880.84, and also interest accruing at the rate of 6.0% per annum or \$11.16 per diem, and that Assignor is the owner of the note secured by the Mortgage and has good right to assign it.

Dated December 2, 2010

ASSIGNOR: Mortgage Electronic Registration Systems, Inc.

(SEAL) [Signature] (SEAL)

\* By: Janine L. Collette, Esq.

(SEAL) \_\_\_\_\_ (SEAL)

\* Its Assistant Secretary and Vice President

**AUTHENTICATION**

Signatures(s) \_\_\_\_\_

authenticated on \_\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
 authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Atty. Haley J. Tanis, Esq.  
Kohner, Mann & Kailas, S.C. KMK File: 6-2654-1773

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 ) ss.  
 MILWAUKEE COUNTY )

Personally came before me on December 2, 2010,  
 the above-named Janine L. Collette, Esq.

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

[Signature]  
 \* Heidi Herschede, Esq.

Notary Public, State of Wisconsin  
 My Commission is permanent.

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

ASSIGNMENT OF MORTGAGE

© 2003 STATE BAR OF WISCONSIN

FORM NO. 30-2003

\* Type name below signatures.

**REDACTED FOR PRIVACY**



[USPS Home](#) | [FAQs](#)

### ZIP Code Lookup

[Search By Address >>](#)

Find a ZIP Code by entering an address.  
(You can also search for a partial address, such as "Main Street, Fairfax, VA.")

We're sorry! We were unable to process your request.

The address was not found. Please check the address below.  
You may want to utilize the Yellow Pages and/or White Pages below.

\* Required Fields

\* Address 1

Address 2  Apt, floor, suite, etc.

\* City

\* State  [Find state abbreviation](#)

ZIP Code

[Submit >](#)

Change of Address?  
Don't stress.  
[Do it online >](#)



#### Related Links

[Address Information Services \(AIS\) Product](#)  
Standardize your address database or find detailed address information.

[Web Tools](#)  
Access online tools to verify addresses, calculate postage, and more.

[Get Maps Online](#)  
Boost your business with customized maps and reports.

#### Residential and Business Lookup

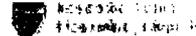
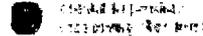
Find an address with [WhitePages](#) [People Search](#) and [Business Search](#).

A service of

[Site Map](#) [Customer Service](#) [Forms](#) [Gov't Services](#) [Careers](#) [Privacy Policy](#) [Terms of Use](#) [Business Customer Gateway](#)

Copyright© 2010 USPS. All Rights Reserved.

[No FEAR Act](#) [EEO Data](#) [FOIA](#)





[USPS Home](#) | [FAQs](#)

[ZIP Code Lookup](#)

### Find a ZIP + 4® Code By Address Results

[Lookup Another ZIP Code™](#)

 The address you provided is not recognized by the US Postal Service as an address we serve. Mail sent to this address may be returned.

This address may be Non-Deliverable 

N1336 THISTLE DR  
GENOA CITY WI 53128 -

[Mailing Industry Information](#)

#### Related Links

##### Calculate Postage

Calculate postage for your letter or package online!  
[Rate Calculator](#)

##### Print Shipping Labels

Print shipping labels from your desktop and pay online.  
[Click-N-Ship®](#)  
[Other Postage](#)

#### Residential and Business Lookup

Find an address with WhitePages  
[People Search](#) and  
[Business Search](#).

A service of 

[Site Map](#)

[Customer Service](#)

[Forms](#)

[Gov't Services](#)

[Careers](#)

[Privacy Policy](#)

[Terms of Use](#)

[Business Customer Gateway](#)

Copyright © 2010 USPS. All Rights Reserved.

No FEAR Act EEO Data

FOIA

DATE 5/16/11 TIME 10:05 AM  
PLACE 100 W Walnut St  
Madison WI  
MANNER Guarded  
UPON Walworth County Clerk, Brij Suroi Pike, Deputy Clerk.  
BY [Signature]

GREGG INVESTIGATIONS





Claim For Damages

To: WALWORTH COUNTY  
COUNTY CLERK OFFICE  
P O BOX 1001  
ELKHORN, WI 53121

Date: 05/09/2011  
Page 1 of 1  
Claim #: AMER-25-201009-50-0087-TYW

**Charges for Damages to:** WISCONSIN BELL INC., DBA AT&T- WISCONSIN  
**Occurred/Discovered On or About:** 07/29/2010  
**Approximate Location:** COUNTY HWY A, NEAR KRAUS ROAD, RICHMOND, WI  
**How Damage Occurred:** MOWER MOWED 300 PR CABLE AND PED TO GROUND LEVEL

The following amounts include direct and indirect costs covering repair of this damage including but not limited to personnel, equipment and vehicles.

LABOR COST:	\$1,064.16
MATERIALS/UNIT COST ITEMS:	\$381.35
CONTRACTOR:	\$0.00
LOSS OF USE:	\$0.00
OTHER:	\$0.00
<b>TOTAL AMOUNT DUE:</b>	<b>\$1,445.51</b>

(\*\*\*\* PLEASE DO NOT PAY WITH TELEPHONE BILL \*\*\*\*)

**Remit Payment to:**  
**AT&T**

**909 Chestnut Street**  
**Room 39-N-13**

**St. Louis, MO 63101-3099**

\*\* INQUIRIES 800-894-0374 or 800-363-3234 (FAX)

**Return this section with payment**

**This payment is due upon receipt.** If payment is not received within 30 days further collection action will be taken. IF A PAYMENT FOR LESS THAN THE FULL AMOUNT IS RECEIVED, IT WILL BE APPLIED AS A PARTIAL PAYMENT.

If you are covered by insurance, please forward this to your carrier for payment. Once your claim has been established with your insurance company, please contact us at 800-894-0374 with your claim information, and we will work with your insurance company to resolve.

AT&T accepts checks, money orders or credit card payments. We do not accept cash. Please complete the information below and return to the address above or you may call 800-894-0374 to pay by phone.

Credit Card number: \_\_\_\_\_ Three digit security number on back of card: \_\_\_\_\_  
Name on Card: \_\_\_\_\_ Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Amount to be charged to your card: \$ \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

Claim #: AMER-25-201009-50-0087-TYW (Please write claim number\_

## RESOLUTION

**Intent: Oppose the Family Care Program enrollment and expansion cap in the Governor's Budget**

**WHEREAS**, Wisconsin has a long history of developing creative and innovative long term care programs as an alternative to nursing homes; and,

**WHEREAS**, the Family Care Program has relocated nearly 600 people from Nursing Homes including 142 from NorthernBridges Managed Care Organization (MCO) to more cost effective community settings; and,

**WHEREAS**, Governor's Thompson and Doyle and their respective Legislators supported the promise of Family Care expansion to people who needed basic care to stay in their homes and communities and not be forced into institutional care; and,

**WHEREAS**, the singular promise of Family Care expansion in 2005 was the elimination of the statewide waiting list of over 11,000 people of which 737 have been removed and served by NorthernBridges with another 600 people still waiting to be served in Northwest Wisconsin; and,

**WHEREAS**, Family Care expansion has improved access to 28,885 elderly and disabled participants to long term care and avoid institutional care, of which 1,947 participants are currently enrolled in NorthernBridges; and,

**WHEREAS**, the Legislative Audit Bureau Evaluation of Family Care Report 11-5, April 2011, saves money compared to the standard Medical Assistance Program by reducing acute and primary health care costs; and,

**WHEREAS**, the long term care effectiveness of the Family Care Program, and NorthernBridges MCO, is based on the full enrollment of all eligible participants; and,

**NOW THEREFORE, BE IT RESOLVED**, the Northwest Long Term Care District Board of Directors go on record to oppose the Family Care enrollment and expansion cap and encourage our local legislators to vote against this portion of the Governor's proposed Biennium Budget; and

**BE IT FURTHER RESOLVED**, that a copy of this resolution be forwarded to Governor Walker, Legislative Joint Finance Committee and Assembly Committee on Aging and Long-Term Care, this District's legislative delegation; and further forwarded to all Managed Care Organizations and County Boards to support development of their own resolutions supporting opposition to the Family Care Program enrollment and expansion cap in the Governor's Budget.

Adopted this date: May 3, 2011



David Willingham, Chairman  
NW-LTCD-NorthernBridges Board of Directors

RESOLUTION NO. 11-13

IN SUPPORT OF THE WISCONSIN COUNTIES  
ASSOCIATION (WCA) INCOME MAINTENANCE MODEL

WHEREAS, one of the recommendations of the Governor's proposed State 2011-2013 Biennial Budget Bill requires that all Income Maintenance Programs be centralized at the state level by May of 2012 in an effort to streamline administration and save costs; and

WHEREAS, the Wisconsin Counties Association (WCA) working in concert with the Wisconsin Counties Human Services Association (WCHSA) has carefully reviewed the original budget language and respectfully offers an alternative Income Maintenance proposal to the Wisconsin Joint Finance Committee that not only builds on the efficiency standards advanced by the Governor's recommendations but also provides the following desired outcomes:

- approximates the amount of tax savings inherent in the Governors Budget Bill recommendation by centralizing the FoodShare and Medicaid Programs.
- provides for local control by allowing elected County Board Supervisors to choose the role they will play in administering these programs.
- increases the opportunities for consortiums of public and private partnerships in administering these programs.
- reduces the number of administrative entities to fourteen regional consortiums.
- sets caseloads standards and allows consortiums to equalize the work load for maximum staff efficiency within its jurisdiction
- recognizes and supports the ability to measure the practice standards established by the federal government.
- enhances access to services to our society's most vulnerable citizens by allowing them to seek assistance at a location most convenient to them
- facilitates those individuals unable to complete an on-line application to have personal contact with a worker near their residence.
- encourages administrative consortiums to use public and private local resources to address the identified needs of eligible clients.
- allows County Human Services Department to provide more cost effective and timely responses to families in crises.

NOW THEREFORE BE IT RESOLVED that the Ozaukee County Board of Supervisors respectfully supports the Income Maintenance Administration alternative model worked on and proposed by the WCA and WCHSA and encourages the Members of the

Joint Finance Committee and Wisconsin State Legislature support the alternative Income Maintenance proposal to save taxpayers' dollars and build in the necessary safeguards for our most vulnerable citizens.

FURTHER RESOLVED, by the Ozaukee County Board of Supervisors that the County Clerk shall forward a copy of this resolution to the Governor of the State of Wisconsin, Ozaukee County's Legislative Representatives, to the Wisconsin Counties Association and to all Wisconsin Counties.

Dated at Port Washington, Wisconsin, this 1st day of June 2011.

HEALTH & HUMAN SERVICES COMMITTEE				
	Yes	No	Abstain	Absent
Daniel B. Becker	X			
Karl V. Hertz	X			
Gustav W. Wirth, Jr.	X			
Cynthia G. Bock	X			
Mark A. Cronce				X
Kathlyn M. Callen	X			

TO WHOM IT MAY CONCERN:

I, Julianne B. Winkelhorst, County Clerk for Ozaukee County, Wisconsin, hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Ozaukee County Board of Supervisors on June 1, 2011.

(S E A L)

s/ Julianne B. Winkelhorst

---

Julianne B. Winkelhorst  
County Clerk

Adopted Vote: Ayes – 29  
Nays – 0  
Absent – 2

# COUNTY OF KENOSHA

## Department of Planning and Development

*George E. Melcher, Director*

19600 – 75<sup>th</sup> Street, Post Office Box 520  
Bristol, WI 53104-0520  
Telephone: (262) 857-1895  
Facsimile: (262) 857-1920

### MEMORANDUM

**TO: MUNICIPAL CLERKS, DEPARTMENT HEADS, & PLANNING DIRECTORS**  
**FROM: GEORGE E. MELCHER, DIRECTOR OF PLANNING & DEVELOPMENT**  
**DATE: MAY 20, 2011**  
**RE: AMENDMENT TO THE KENOSHA COUNTY COMPREHENSIVE PLAN**

Per Section 66.1001(4)(b) of the *Wisconsin Statutes*, Kenosha County is required to notify you of amendments made to the Kenosha County comprehensive plan (A Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035).

Kenosha County has amended Map 65 (Adopted Land Use Plan for Kenosha County: 2035) of the Kenosha County comprehensive plan (A Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035). The amendment changes the land use category of Tax Parcel 80-4-222-161-0104 (currently 2.38 acres) in the Town of Somers from "Mixed Use" to "Governmental and Institutional."

Enclosed you will find a copy of the ordinance amending the Kenosha County comprehensive plan and a map showing the amendment to the plan. Please share this information with your staff as you see appropriate.

Please contact Todd Roehl, Principal Planner, by telephone at (262) 857-1895, or by e-mail at [todd.roehl@kenoshacounty.org](mailto:todd.roehl@kenoshacounty.org), if you would like additional information or have any comments.

RECEIVED  
WALWORTH COUNTY CLERK  
2011 MAY 24 AM 9:19

**Presented to County Board**

Date 4.19.2011

RECEIVED

MAY 19 2011

Kenosha County  
Planning and Development

**Action by County Board**

- Adopted as presented 4.19.2011
- Adopted as amended \_\_\_\_\_
- Referred to \_\_\_\_\_
- Defeated \_\_\_\_\_
- Withdrawn \_\_\_\_\_

Attest By *Leanne Johnson*  
County Board Chairman

**Presented to County Executive** 4.20.2011

By *Mary T. Schuch-Huels*  
County Clerk

**Action by County Executive**

- Approved 4.21.11
- Vetoed \_\_\_\_\_

By *Jim Krenser*  
County Executive

**Veto action by County Board**

- Overridden \_\_\_\_\_

54.

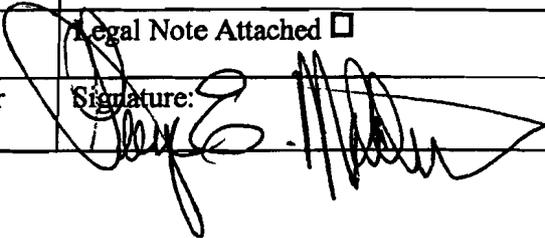
# Kenosha



# County

## BOARD OF SUPERVISORS

### ORDINANCE NO. 23

Subject: Bank Mutual, Inc., 4949 W. Brown Deer Rd., Milwaukee, WI 53223 (Owner), Metz Medical, 4720 Green Bay Rd., Kenosha, WI 53144 (Agent), requests a Comprehensive Plan Amendment from Mixed Use Dist. to Governmental & Institutional Dist. on Tax Parcel #80-4-222-161-0104 located in the NE ¼ of Section 16, T2N, R22E, Town of Somers.			
Original <input type="checkbox"/>	Corrected <input type="checkbox"/>	2nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted: April 19, 2011	Date Resubmitted:		
Submitted By: Land Use Committee			
Fiscal Note Attached <input type="checkbox"/>	Legal Note Attached <input type="checkbox"/>		
Prepared By: George E. Melcher, Director Planning and Development	Signature: 		

### AN ORDINANCE TO AMEND CHAPTER 11 OF THE MULTI-JURISDICTIONAL COMPREHENSIVE PLAN FOR KENOSHA COUNTY: 2035

That part of Tax Parcel #80-4-222-161-0104 located in the NE ¼ of Section 16, T2N, R22E, Town of Somers be changed from Mixed Use District to Governmental & Institutional District as presented in the Multi-Jurisdictional Comprehensive Plan for Kenosha County:2035.

For informational purposes only, this property is located on the Southwest corner of 12<sup>th</sup> Street & 72<sup>nd</sup> Ave.

**Bank Mutual (Owner)**  
**Metz Medical (Agent)**

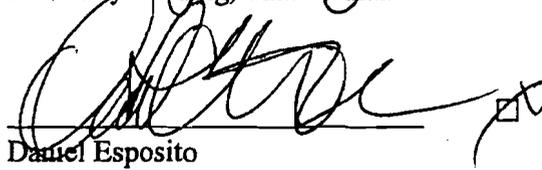
Description: See Exhibit #1 (attached).

Approved by:

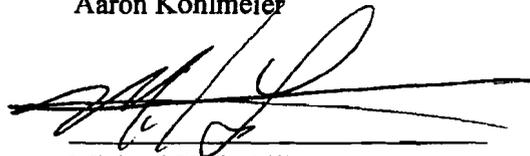
LAND USE COMMITTEE

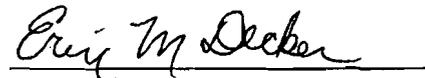
Aye    No    Abstain    Excused

  
\_\_\_\_\_  
Kimberly Breunig, Chairwoman               

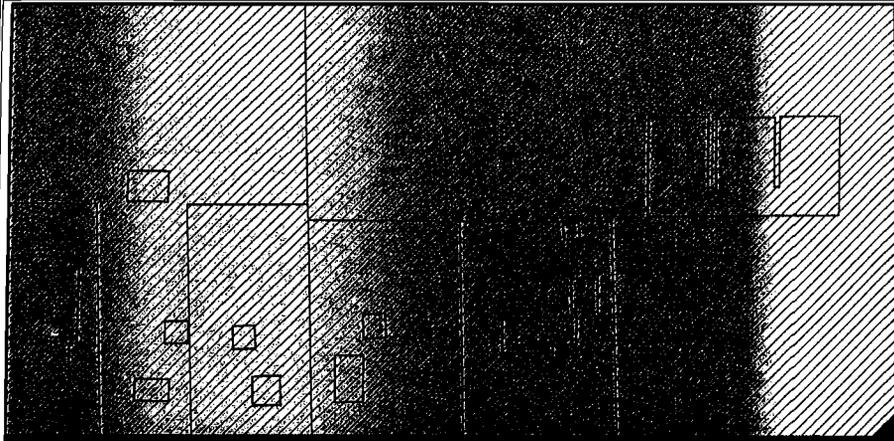
  
\_\_\_\_\_  
Daniel Esposito               

  
\_\_\_\_\_  
Aaron Kohlmeier               

  
\_\_\_\_\_  
Michael Underhill               

  
\_\_\_\_\_  
Erin Decker

# COMP PLAN AMENDMENT SITE MAP



C.T.H. "E" (12<sup>ST</sup> ST)

Mixed Use District to  
Governmental & Institutional  
2.38 Acres

C.T.H. "EA" (72<sup>ND</sup> AVE)

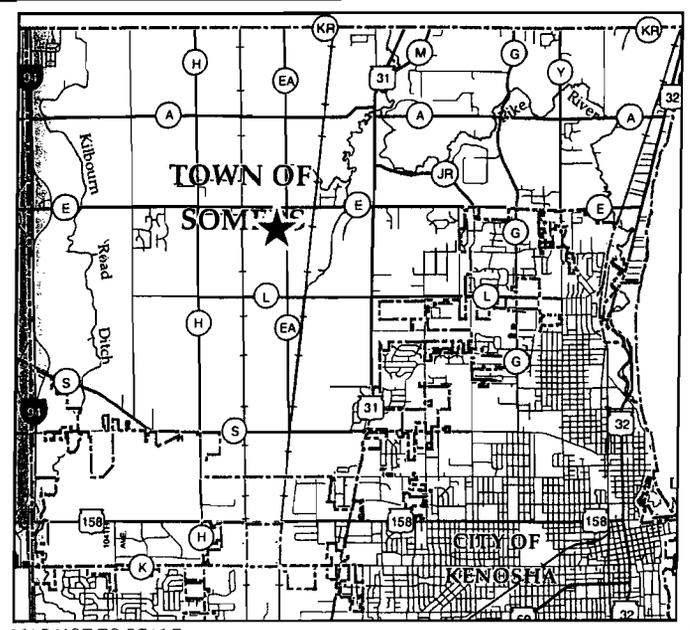
Land Use Plan Districts	
	Governmental and Institutional
	High-Density Residential
	Medium-Density Residential
	Mixed Use
	Nonfarmed Wetland
	Other Conservancy Land to be Preserved
	Park and Recreational
	Street and Highway Right-of-Way



1 INCH = 200 FEET

**BANK MUTUAL, INC. (OWNER)**  
**METZ MEDICAL (AGENT)**  
 NE ¼ OF SEC 16, TOWN OF SOMERS  
 PARCEL #80-4-222-161-0104

- REQUESTS A COMPREHENSIVE PLAN AMENDMENT FROM MIXED USE DIST. TO GOVERNMENTAL & INSTITUTIONAL DIST. ON TAX PARCEL #80-4-222-161-0104



MAP NOT TO SCALE



## June 14, 2011 – 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

- Douglas County Resolution #32-11 – Opposing Family Care Program Enrollment and Expansion Cap in the Governor’s Budget – Previously referred and placed on file
- Douglas County Resolution #33-11 – Opposing Elimination of Municipal Recycling Requirements and Recycling Grant Programs – Previously referred and placed on file
- Langlade County Resolution # 41-2011 – Oppose Changes to Same Day Voter Registration and Oppose Voter ID Requirements in Wisconsin and Specifically Expressing Opposition to Senate Bill 6 – Previously referred and placed on file
- Oconto County Resolution # 33-2011 – Opposition to Centralization of Income Maintenance Programs as Proposed in the Governor’s Biennium Budget – Previously referred and placed on file
- Price County Resolution # 19-11 – Supporting County Administration of Local Income Maintenance Programs – Previously referred and placed on file

Roll Call		
District Number	Yes	No
1. Finn		
2. White		
3. O'Brien, John		
4. Isackson		
5. Baker		
6. Palne		
7. Certa-Werner		
8. Martin		
9. Prettie		
10. Robinson		
11. Schulties		
12. Jaques		
13. Quam		
14. O'Brien, James		
15. McKenzie		
16. Sweeney		
17. Lear		
18. Allen		
19. Ryan		
20. Hendrickson		
21. Johnson		
22. Thompson		
23. Corbin		
24. Liebaert		
25. Conley		
26. Gerhardt		
27. Stewart		
28. Bergman		
Roll: Ayes _____ Noes _____ Absent _____ Abstain _____  Passed <input checked="" type="checkbox"/> _____ Lost _____ Refer _____ Amend <input checked="" type="checkbox"/> _____ Other _____		
Rev.03/18/11		

**RESOLUTION #32-11  
RESOLUTION BY THE DOUGLAS COUNTY BOARD OF  
SUPERVISORS**

Subject: Family Care Program Enrollment and Expansion Cap in  
the Governor's Budget Opposed

WHEREAS, Wisconsin has a long history of developing creative and innovative long term care programs as an alternative to nursing homes, and

WHEREAS, the Family Care Program has relocated nearly 600 people from Nursing Homes including 142 from NorthernBridges Managed Care Organization (MCO) to more cost effective community settings, and

WHEREAS, Governor Thompson and Doyle, and their respective legislatures, supported the promise of Family Care expansion to people who needed basic care to stay in their homes and communities and not be forced into institutional care, and

WHEREAS, the singular promise of Family Care expansion in 2005 was the elimination of the statewide waiting list of over 11,000 people of which 737 have been removed and served by NorthernBridges with another 600 people still waiting to be served in Northwest Wisconsin, and

WHEREAS, Family Care expansion has improved access to 28,885 elderly and disabled participants to long term care and avoid institutional care, of which 1,947 participants are currently enrolled in NorthernBridges, and

WHEREAS, the Legislative Audit Bureau Evaluation of Family Care Report 11-5, April 2011, saves money compared to the standard Medical Assistance Program by reducing acute and primary health care costs, and

WHEREAS, the long term care effectiveness of the Family Care Program, and NorthernBridges MCO, is based on the full enrollment of all eligible participants.

NOW, THEREFORE, BE IT RESOLVED that the Douglas County Board of Supervisors oppose the Family Care enrollment and expansion cap and encourage our local legislators to vote against this portion of the Governor's proposed biennium budget.

Roll Call		
District Number	Yes	No
1. Finn		
2. White		
3. O'Brien, John		
4. Isackson		
5. Baker		
6. Paine		
7. Certa-Werner		
8. Martin		
9. Prettie		
10. Robinson		
11. Schulties		
12. Jaques		
13. Quam		
14. O'Brien, James		
15. McKenzie		
16. Sweeney		
17. Lear		
18. Allen		
19. Ryan		
20. Hendrickson		
21. Johnson		
22. Thompson		
23. Corbin		
24. Liebaert		
25. Conley		
26. Gerhardt		
27. Stewart		
28. Bergman		
Roll: Ayes _____ Noes _____ Absent _____ Abstain _____  Passed <input checked="" type="checkbox"/> _____ Lost _____ Refer _____ Amend <input checked="" type="checkbox"/> _____ Other _____		
Rev.03/18/11		

BE IT FURTHER RESOLVED that upon passage, copies of this resolution be forwarded to Governor Walker, the Legislative Joint Finance Committee and Assembly Committee on Aging and Long-Term Care, Senator Jauch, Representative Milroy, all Wisconsin managed care organizations, WCA, and all Wisconsin counties.

Dated this 19<sup>th</sup> day of May, 2011.

(Fiscal Note: None)

ACTION: Motion by Hendrickson, second Sweeney, to adopt. Motion by Hendrickson, second McKenzie, to amend resolution and sponsor by County Board. Motion carried. Motion to adopt resolution as amended, carried.

Roll Call		
District Number	Yes	No
1. Finn		
2. White		
3. O'Brien, John		
4. Isackson		
5. Baker		
6. Palne		
7. Certa-Werner		
8. Martin		
9. Prettle		
10. Robinson		
11. Schulties		
12. Jaques		
13. Quam		
14. O'Brien, James		
15. McKenzie		
16. Sweeney		
17. Lear		
18. Allen		
19. Ryan		
20. Hendrickson		
21. Johnson		
22. Thompson		
23. Corbin		
24. Liebaert		
25. Conley		
26. Gerhardt		
27. Stewart		
28. Bergman		
Roll: Ayes _____ Noes _____ Absent _____ Abstain _____  Passed <input checked="" type="checkbox"/> _____ Lost _____ Refer _____ Amend <input checked="" type="checkbox"/> _____ Other _____		
Rev.03/18/11		

**RESOLUTION #33-11  
RESOLUTION BY DOUGLAS COUNTY BOARD OF  
SUPERVISORS**

**Subject: Elimination of Municipal Recycling Requirements and  
Recycling Grant Programs Opposed**

WHEREAS, recycling provides a host of environmental benefits, including preserving natural resources, reducing air pollution, saving energy, reducing greenhouse gas emissions, and conserving landfill space, and

WHEREAS, recycling also provides extensive economic benefits, providing material feedstock for manufacturing, business development, state and local tax revenue and four times more jobs than the disposal industry, and

WHEREAS, the State of Wisconsin mandated recycling in 1990 under 1989 Wisconsin Act 335 and Administrative Code NR 544 and originally proposed to cost share 66% of a municipality's costs for establishing and maintaining an effective Recycling Program, and

WHEREAS, Douglas County has cooperatively integrated all Responsible units for recycling in the county, except for the City of Superior, and the county has operated an effective Recycling Program since becoming the Responsible Unit, and

WHEREAS, the State of Wisconsin has imposed tipping fees at State landfills to fund the cost of the State's mandated recycling programs through the Recycling and Renewable Energy Recycling Fund, and

WHEREAS, the 2011-2013 Executive Budget Bill proposed by Governor Walker (AB 40 and SB27) seeks to eliminate the requirements that municipalities operate a recycling program; eliminates all financial assistance for municipal recycling programs, converts the Recycling and Renewable Energy Recycling Fund to a newly created Economic Development Fund and directs revenue collected on the landfill tipping fee surcharge to this Fund, and

WHEREAS, since 1990 the State has taken over one-hundred forty-million dollars (\$140,000,000) away from the Recycling and Renewable Energy Segregated Fund to pay for other State programs

Roll Call		
District Number	Yes	No
1. Finn		
2. White		
3. O'Brien, John		
4. Isackson		
5. Baker		
6. Palne		
7. Certa-Werner		
8. Martin		
9. Prettie		
10. Robinson		
11. Schulties		
12. Jaques		
13. Quam		
14. O'Brien, James		
15. McKenzie		
16. Sweeney		
17. Lear		
18. Allen		
19. Ryan		
20. Hendrickson		
21. Johnson		
22. Thompson		
23. Corbin		
24. Liebaert		
25. Conley		
26. Gerhardt		
27. Stewart		
28. Bergman		
Roll: Ayes _____ Noes _____ Absent _____ Abstain _____  Passed <input checked="" type="checkbox"/> _____ Lost _____ Refer _____ Amend <input checked="" type="checkbox"/> _____ Other _____		
Rev.03/18/11		

NOW, THEREFORE, BE IT RESOLVED that the Douglas County Board of Supervisors opposes the elimination of the requirement that a municipality operate a recycling program and the elimination of the financial assistance program for municipal recycling.

BE IT FURTHER RESOLVED that the Douglas County Board of Supervisors supports the use of the landfill tipping fee surcharge as the source of funding for financial assistance to municipalities, as it was intended, and contends that this Fund is termed the Recycling and Renewable Energy Segregated Fund and its purpose realizes significant economic impact in job and business creation for the State of Wisconsin.

BE IT STILL FURTHER RESOLVED that upon passage, a copy of this resolution be forwarded to Wisconsin Counties Association, Wisconsin Towns Association, League of Wisconsin Municipalities, Senator Jauch, Representative Milroy, Joint Committee on Finance, and Governor Walker.

Dated this 19<sup>th</sup> day of May, 2011.

(Fiscal Note: None)

**ACTION:** Motion by Thompson, second Johnson, to adopt. Motion by McKenzie, second Corbin, to amend resolution and sponsor by County Board. Motion carried. Motion to adopt resolution as amended, carried.

# LANGLADE COUNTY



## RESOLUTION # 41-2011

### INTRODUCED BY: EXECUTIVE COMMITTEE

**INTENT: OPPOSE CHANGES TO SAME DAY VOTER REGISTRATION AND OPPOSE VOTER ID REQUIREMENTS IN WISCONSIN AND SPECIFICALLY EXPRESSING OPPOSITION TO SENATE BILL 6**

**WHEREAS**, same day voter registration in the State of Wisconsin contributes to record participation in democracy with high levels of voting and civic participation, increases voter turnout without compromising the integrity of elections or increasing their costs, reduces the need for costly and oftentimes uncounted provisional ballots, and maintains voters' confidence in the electoral system; and

**WHEREAS**, same day voter registration does not increase the incidence of voter fraud. Voter fraud committed during same day voter registration, or otherwise, is virtually non-existent in the State of Wisconsin. An investigation into statewide voter fraud in the 2008 general election by Wisconsin Attorney General J.B. Van Hollen found a fraud rate of roughly .00066 percent of the approximately three million votes cast in Wisconsin; and

**WHEREAS**, the proposed legislation implements changes that would negatively impact Wisconsin's high rate of voter participation and threaten to disenfranchise eligible voters by:

- Requiring government-issued "proof of identification" in order to vote, but not accepting college or university ID
- Requiring absentee voters to submit photo ID to receive an absentee ballot, and submit copies of approved photo ID with completed ballots or the ballot will not be counted
- Increasing the residency requirement from 10 days to 28 days
- Eliminating the use of corroboration as an alternative to providing initial proof of residence
- Placing numerous new burdens on poll workers, many of whom are already working long election days due to the lack of available poll workers

**WHEREAS**, the restrictions of the proposed legislation stand to potentially disenfranchise hundreds of thousands Wisconsin residents, with minorities, the elderly, the disabled, and college students being the most negatively impacted. According to a study dated January 2011 by the University of Wisconsin - Madison, approximately 180,000 Wisconsinites aged 65 and older are without a driver's license or state photo ID. The same UWM study found exit polling to show that Wisconsin is frequently first in the nation in the percentage of voters who are under 30, many of whom are students. Between 80% and 90% of Wisconsin college students do not have a driver's license that matches their campus residence. Senate Bill 6, as drafted, would create additional and unnecessary transportation, witnessing, and financial barriers for Wisconsin's 600,000 residents with disabilities, a population which already votes 10 to 15% less than other voters according to Disability Rights Wisconsin; and

**WHEREAS**, in a fiscal note attached to the legislation, the Wisconsin Department of Transportation has estimated Voter ID would result in implementation costs to taxpayers of approximately \$1.7 million and annual net loss of \$2.7 million in revenue, further hindering that agency's already strained fiscal position. Furthermore, there would be additional costs to the GAB and clerks to educate the public, train election inspectors, and provide IDs that are truly free; and

**WHEREAS**, Article III, Section I of the Wisconsin State Constitution guarantees the right to vote to all Wisconsin residents age 18 and over.

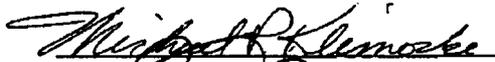
**NOW THEREFORE BE IT RESOLVED**, that the Langlade County Board of Supervisors hereby opposes changes to same day voter registration and opposes voter ID requirements in Wisconsin and specifically expresses opposition to Senate Bill 6.

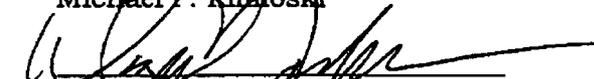
**BE IT FURTHER RESOLVED**, that a copy of this resolution be sent to Governor Scott Walker, local legislators and all Wisconsin County Clerks.

**EXECUTIVE COMMITTEE**

  
\_\_\_\_\_  
David J. Solin, Chairman

  
\_\_\_\_\_  
Eugene Kamps

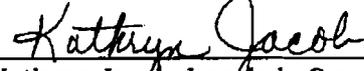
  
\_\_\_\_\_  
Michael P. Klimoski

  
\_\_\_\_\_  
Douglas Nonnenmacher

  
\_\_\_\_\_  
Ronald M. Nye

**FISCAL NOTE:** The financial impact is difficult to estimate.

ADOPTED BY THE COUNTY BOARD OF LANGLADE  
COUNTY THIS 17<sup>th</sup> DAY OF MAY, 2011.

  
\_\_\_\_\_  
Kathryn Jacob, Langlade County Clerk

*K Jacob*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60

RESOLUTION # 33 - 2011

TO: The Honorable Chairperson and Members of the Oconto County Board of Supervisors

RE: Opposition to Centralization of Income Maintenance Programs as Proposed In the Governor's Biennium Budget

WHEREAS, Wisconsin has a long history of providing Economic Support through county government; and

WHEREAS, these programs include eligibility determination for Wisconsin Works (W2), Caretaker Supplement, Medicaid, Badger Care, Food Share, Food Stamp Employment and Training (FSET), Child Care, Energy Assistance; and

WHEREAS, in Oconto County these services are already provided by the Health and Human Services Department, Economic Support Division; and

WHEREAS, the current biennium budget calls for the centralization of these services, thus eliminating local access to economic support services; and

WHEREAS, there are approximately 7,365 citizens of Oconto County receiving these services; and

WHEREAS, without the knowledge and experience of local personalized assistance many of these citizens may lose their benefits, not have access to benefits, and not be referred to local resources and employment opportunities; and

WHEREAS, operating an effective income maintenance function requires knowledgeable and committed staff in a local setting that can enroll clients in a timely fashion without errors, and solve complex problems in a short period of time so that County residents do not go without basic needs and get the referrals to local services that are available; and

WHEREAS, the State presently determines eligibility for Badger Care Core, Badger Care Core Plus, Family Waiver, and some FoodShare cases through an Enrollment Services Center (ESC) and has experienced a higher error rate than the balance of State and only 16.22% of its cases have been processed within thirty days of the application; and

WHEREAS, the Oconto County Department of Health and Human Services Department views Income Maintenance as a core mission of the Department, and not having a local presence of Income Maintenance staff would result in less effective service delivery and more costly Child Protective Services, Mental Health and Community Support Programs, Juvenile Justice Services, and Long Term Support Programs; and

WHEREAS, to fund the centralization the State would require Oconto County to pay the Basic County Allocation (BCA) determined from 2009 in the amount of \$125,686 on an annual basis; and



RESOLUTION # 19-11

**SUPPORTING COUNTY ADMINISTRATION OF LOCAL  
INCOME MAINTENANCE PROGRAMS**

**WHEREAS**, currently proposed 2011-2013 Biennial Budget Bill requires that the Income Maintenance Administration Unit (IM Unit) services be centralized at the State by May 1, 2012;

**WHEREAS**, these services include financial eligibility determination for Family Care, Caretaker Supplement, Medicaid, Badger Care, Food Share and have been historically and successfully provided locally at the county level;

**WHEREAS**, due to the severe and longstanding economic downturn, 5,704 Price County citizens (40%) currently receive these services;

**WHEREAS**, the State of Wisconsin has failed to demonstrate centralization is effective. Currently the State of Wisconsin is under a Corrective Plan of Action with Food & Nutrition Services (FNS) through the USDA because of their lack of timeliness in processing BadgerCare Core and FoodShare cases centrally at the ESC (Enrollment Services Center). As of March 2011 the ESC had over 4,000 cases still unprocessed within 365 days.

**WHEREAS**, centralization of eligibility determination for these programs will eliminate: local access and advocacy for our residents to these services; local accountability for performance of work; and loss of connection for constituents to a local elected official;

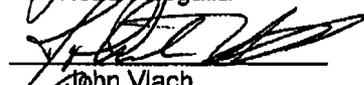
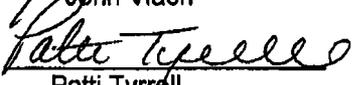
**WHEREAS**, local IM staff provide a vital role in ensuring that those who are eligible for benefits receive them in an accurate and timely manner as well as linking those who do not qualify to other additional support services and community resources;

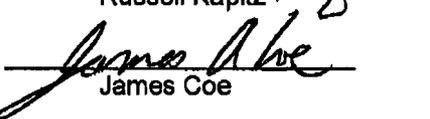
**WHEREAS**, adverse changes in eligibility along with system delivery design modifications would limit access and potentially create a new tier of uninsured/underinsured citizens causing increased medical care costs and increased county care costs.

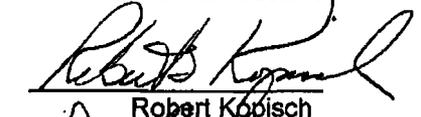
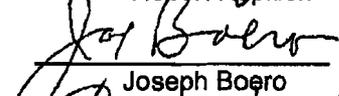
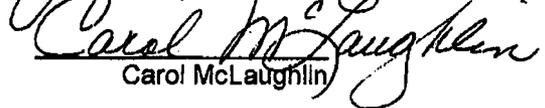
**THEREFORE BE IT RESOLVED**, that the Price County Board of Supervisors, assembled this 17<sup>th</sup> day of May, 2011, does hereby encourage the State of Wisconsin to work with the Wisconsin Counties Association and the Wisconsin Counties Human Service Association to develop a system of Income Maintenance Administration that is effective, efficient and locally accessible for citizens of Wisconsin.

**BE IT FURTHER RESOLVED**, that a copy of this resolution be forwarded to Price County's legislative delegation as well as the Clerk's offices in all 72 counties of Wisconsin.

**Passed by Price County Health and Human Services Board on April 20<sup>th</sup>, 2011 and recommended for consideration by the County Board.**

  
Robert Rogalla  
  
John Vlach  
  
Patti Tyrrell

  
John Walasek  
  
Russell Kapitz  
  
James Coe

  
Robert Kopisch  
  
Joseph Boero  
  
Carol McLaughlin

Fiscal Impact: Undetermined

Adopted by the Price County Board of Supervisors this 17<sup>th</sup> day of May, 2011.

  
Robert Kopisch  
County Board Chair

  
Jean Gottwald  
County Clerk

For 11 Against 0

**WALWORTH COUNTY ZONING AGENCY**

**HEARING DATE: JUNE 16, 2011**

FORM #2, #2A, 2B

**REFERRAL AND NOTICE OF PETITION TO  
WALWORTH COUNTY ZONING AGENCY, COUNTY SUPERVISORS OF  
AFFECTED DISTRICTS AND COUNTY BOARD**

WHEREAS the following petitions have been filed with the County Clerk  
requesting that the County Zoning Ordinance and Shoreland Zoning Ordinance be  
amended as specified:

**REPORT OF PETITIONS REFERRED TO  
WALWORTH COUNTY ZONING AGENCY**

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

<b>NAME</b>	<b>TOWN</b>	<b>CHANGE REQUESTED</b>	<b>DATE REFERRED</b>
Hold Your Horses LLC c/o Lakeland Animal Shelter	Delavan F D 2400001	13.31 acres A-1, R-1 & M-1 to A-4	May 16 <sup>th</sup> , 2011
Town of Bloomfield (Nippersink Park correction)	Bloomfield MNPS-4-41 thru 51 MNPS-4-53 thru 57 MNPS-4-59 thru 63 MNPS-3-30 thru 40	B-5 to R-1	May 16 <sup>th</sup> , 2011
Amendment to Section(s) 74-28 and 74-131 of the Zoning Ordinance and Section(s) 74-153 and 74-263 of the Shoreland Zoning Ordinance, Walworth County Code of Ordinances relative to Corridor / Ground Water Recharge Areas.			
Amendments to Sections(s) 74-53, 74-55, 74-56, 74-64, 74-65, 76-66, 74-74 of the Zoning Ordinance and Section(s) 74-180, 74-182, 74-183, 74-191, 74-192, 74-193, 74-203 of the Shoreland Zoning Ordinance, Walworth County Code of Ordinances relative to Shared Parking.			
Amendment to Section 74-38 of the Zoning Ordinance and Section 74-163 of the Shoreland Zoning Ordinance, Walworth County Code of Ordinances relative to accessory structure size.			

Said petition/s is hereby referred to the County Zoning Agency as the Zoning Agency of this County, which is hereby directed to hold one or more public hearings on the changes proposed in said petition/s, pursuant to Section 59.69(5) (e) Wisconsin Statutes. That copies of said petitions are available for review on the Walworth County Website at ([www.co.walworth.wi.us](http://www.co.walworth.wi.us)).

Dated this 1<sup>st</sup> day of June, 2011.

  
County Clerk

cc. County Supervisor Randy A. Hawkins  
County Supervisor David A. Weber

**Resolution No. 29 – 06/11**  
**Supporting the Wisconsin Idea Partnership**

1 Moved/Sponsored by: (Ag-Extension Education Committee)

2  
3 **WHEREAS**, the Walworth County Board values the joint resources and partnerships of the  
4 University of Wisconsin Extension Cooperative Extension, Walworth County, and the entire UW  
5 System; and,

6  
7 **WHEREAS**, the Wisconsin Idea Partnership keeps the UW System together and focuses on  
8 access, affordability, and accountability; and,

9  
10 **WHEREAS**, UW Extension Cooperative Extension highly values its partnership with UW-  
11 Madison, particularly in the college of Agriculture and Life Sciences and the School of Human  
12 Ecology; and,

13  
14 **WHEREAS**, fragmentation of the UW System will diminish UW-Extension’s ability to make  
15 available, to every corner of the state, the vast of knowledge and expertise possessed by the UW  
16 System faculty and staff through partnerships with 26 UW System campuses, 72 Wisconsin  
17 counties, three tribal governments, and other public and private organizations; and,

18  
19 **WHEREAS**, fragmentation of the UW System will jeopardize the shared research and outreach  
20 activities between UW-Madison and other parts of the UW System and will eliminate a shared  
21 set of policies and procedures that aid in research and teaching collaborations between the  
22 institutions that make it easier for information and research to be disseminated and partnerships  
23 to take hold; and,

24  
25 **WHEREAS**, Walworth County and UW-Extension Cooperative Extension value increased  
26 flexibility within the UW System in the areas of human resources, procurement, financial  
27 management, construction accountability; and,

28  
29 **WHEREAS**, the Agriculture and Extension Education Committee urges the Walworth County  
30 Board to express its support for the continued partnership between the UW-Extension and the  
31 University system; and,

32  
33 **WHEREAS**, the Walworth County Board of Supervisors believes that all UW system  
34 institutions working together through a carefully planned structure are necessary to continue to  
35 improve the fiscal and social well-being of the citizens of Wisconsin.

36  
37 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board of Supervisors  
38 endorses the Wisconsin Idea Partnership and urges the State Legislature and Governor Walker to  
39 include its terms in the 2011-2012 State biennial budget.

40  
41 **BE IT FURTHER RESOLVED** that the County Clerk be directed to forward a copy of this  
42 resolution to Governor Scott Walker; State and federal legislative representatives having  
43 constituencies in Walworth County; Kevin Reilly, President, UW System; Ray Cross,





May 23, 2011  
May 23, 2011 – expanded

Please include the following County Zoning Agency items on the June 14, 2011, County Board agenda:

1) Communications from Wassel, Harvey & Schuk, LLP with Town of Bloomfield

Ordinance No. 1061 (Fairwyn Farms): Tabled 6 – 0  
Ordinance No. 1062 (Clover Road): Approved 6 - 0  
Ordinance No. 1063 ((Substandard Lot): Approved 6 - 0

at the May 19, 2011, County Zoning Agency meeting to move on to the June 14, 2011, County Board agenda.

ORDINANCE NO. 678 – 06/11

AN ORDINANCE CREATING SECTION 2-35 OF THE WALWORTH COUNTY CODE OF ORDINANCES REGARDING THE NUMBER OF SIGNATURES REQUIRED ON NOMINATION PAPERS FOR THE OFFICE OF COUNTY SUPERVISOR

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

PART I: That Section 2-35 of Chapter 2 of the Walworth County Code of Ordinances is hereby created to read as follows:

“Sec. 2-35. Nomination papers.

(a) Purpose. Pursuant to Section 8.10 (3m) of the Wisconsin Statutes, the board elects to establish the number of signatures to be required on nomination papers for the office of county supervisor as set forth in (b).

(b) Signatures required. The number of required signatures on nomination papers for the office of county supervisor shall be not less than 50 nor more than 200 electors.

PART II: That this ordinance shall become effective on or after November 15, 2011.”

PASSED and ADOPTED by the Walworth County Board of Supervisors this 14<sup>th</sup> day of June 2011.

Nancy Russell  
County Board Chair

Kimberly S. Bushey  
Attest: County Clerk

County Board Meeting Date: June 14, 2011

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:

*David A. Bretl* 5/20/11  
Date  
County Administrator/Corporation Counsel

*N. Andersen* 5/20/11  
Date  
Deputy County Administrator - Finance

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



**Resolution No. 24 – 06/11**

**Denying the Claim of Progressive Insurance in Regard to Their Insured, Thomas Barkas**

1 Moved/Sponsored by: Executive Committee

2  
3 **WHEREAS**, progressive Insurance Company, P.O. Box 512929, Los Angeles, CA 90051, filed  
4 a claim on March 21, 2011 in regard to their insured, Thomas Barkas, alleging damage to the  
5 insured's vehicle by a County snow plow truck; and,

6  
7 **WHEREAS**, the county's liability insurance company has investigated the circumstances of this  
8 claim and found that the county has no liability; and,

9  
10 **WHEREAS**, based upon a review of the information and investigation of the facts of this claim,  
11 the county's Executive Committee recommends the claim be denied and notice of disallowance  
12 be served upon the claimant.

13  
14 **NOW, THEREFORE, BE IT RESOLVED** by the Walworth County Board of Supervisors that  
15 the claim of Progressive Insurance in regard to their insured, Thomas Barkas, be and the same is  
16 hereby denied, and that the County Clerk be directed to serve a Notice of Disallowance upon the  
17 claimant.

18  
19  
20  
21 \_\_\_\_\_  
22 Nancy Russell  
23 County Board Chair

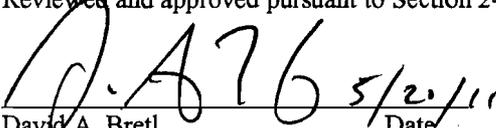
\_\_\_\_\_

Kimberly S. Bushey  
County Clerk

24  
25 County Board Meeting Date: June 14, 2011

26  
27 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	 _____ Nicole Andersen Deputy County Administrator - Finance
Date: 5/20/11	Date: 5/20/11

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





**Policy and Fiscal Note**  
**Resolution No. 25 – 06/11**

- I. Title:** Denying the Claim of Kelly Monahan
- II. Purpose and Policy Impact Statement:** The purpose of this resolution is to deny the claim of Kelly Monahan.
- 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: Executive Committee

Meeting Date: May 16, 2011

Vote: 5 – 0

County Board Meeting Date: June 14, 2011

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.

 5/20/11  
\_\_\_\_\_  
Date  
David A. Bretl  
County Administrator/Corporation Counsel

 5/20/11  
\_\_\_\_\_  
Date  
Nicole Andersen  
Deputy County Administrator - Finance

**Resolution No. 27 - 06-11**  
**Awarding the Sale of \$7,740,000 General Obligation Promissory Notes**

1 Moved/Sponsored by: Finance Committee  
2

3 **WHEREAS**, on January 11, 2011, the County Board of Supervisors adopted Resolution  
4 No. 70-01/11 authorizing the issuance of general obligation promissory notes pursuant to Ch. 67,  
5 Wis. Stats., in an amount not to exceed \$7,740,000 for the public purpose of financing the con-  
6 struction and improvement of highways (the "Initial Resolution"); and,  
7

8 **WHEREAS**, the County Board of Supervisors deems it necessary and in the best interest of the  
9 County that the general obligation promissory notes authorized by the Initial Resolution (the  
10 "Notes") now be issued, upon the terms and conditions hereinafter provided; and,  
11

12 **WHEREAS**, the County has directed its financial advisor, Robert W. Baird & Co. Incorporated  
13 ("Baird") to take the steps necessary to sell the Notes; and,  
14

15 **WHEREAS**, Baird, in consultation with the officials of the County, prepared an Official Notice  
16 of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this refer-  
17 ence) setting forth the details of and the bid requirements for the Notes and indicating that the  
18 Notes would be offered for public sale on June 14, 2011; and,  
19

20 **WHEREAS**, the County Clerk (in consultation with Baird) caused notice of the sale of the Notes  
21 to be published and/or announced and caused the Official Notice of Sale to be distributed to po-  
22 tential bidders offering the Notes for public sale; and,  
23

24 **WHEREAS**, the County has duly received bids for the Notes as described on the Bid Tabulation  
25 attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and,  
26

27 **WHEREAS**, it has been determined that the bid proposal (the "Proposal") submitted by the fi-  
28 nancial institution listed first on the Bid Tabulation fully complies with the bid requirements set  
29 forth in the Official Notice of Sale and is deemed to be the most advantageous to the County.  
30 Baird has recommended that the County accept the Proposal. A copy of said Proposal submitted  
31 by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by  
32 this reference.  
33

34 **NOW, THEREFORE, BE IT RESOLVED** by the County Board of Supervisors of the County  
35 that:  
36

37 Section 1A. Ratification of the Official Notice of Sale and Offering Materials. The County  
38 Board of Supervisors of the County hereby ratifies and approves the details of the Notes set forth  
39 in Exhibit A attached hereto as and for the details of the Notes. The Official Notice of Sale and  
40 any other offering materials prepared and circulated by Baird are hereby ratified and approved in  
41 all respects. All actions taken by officers of the County and Baird in connection with the prepara-  
42 tion and distribution of the Official Notice of Sale, and any other offering materials are hereby  
43 ratified and approved in all respects.

1 Section 1B. Award of the Notes. The Proposal of the Purchaser offering to purchase the Notes for  
2 the sum set forth on the Proposal (as modified on the Bid Tabulation), plus accrued interest to the  
3 date of delivery, is hereby accepted. The Chairperson and County Clerk or other appropriate offi-  
4 cers of the County are authorized and directed to execute an acceptance of the Proposal on behalf  
5 of the County. The good faith deposit of the Purchaser shall be retained by the County Treasurer  
6 until the closing of the note issue, and any good faith deposits submitted by unsuccessful bidders  
7 shall be promptly returned. The Notes bear interest at the rates set forth on the Proposal.  
8

9 Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory  
10 Notes"; shall be issued in the aggregate principal amount of \$7,740,000; shall be dated July 6,  
11 2011; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered  
12 R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each  
13 year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as  
14 Exhibit D-1 and incorporated herein by this reference. Interest is payable semi-annually on  
15 April 1 and October 1 of each year commencing on April 1, 2012. Interest shall be computed  
16 upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the  
17 rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest  
18 payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit  
19 D-2 and incorporated herein by this reference (the "Schedule").  
20

21 Section 3. Redemption Provisions. The Notes maturing on April 1, 2019 and thereafter shall be  
22 subject to redemption prior to maturity, at the option of the County, on April 1, 2018 or on any  
23 date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturi-  
24 ties selected by the County and within each maturity, by lot, at the principal amount thereof, plus  
25 accrued interest to the date of redemption. If the Proposal specifies that any of the Notes are  
26 subject to mandatory redemption, the terms of such mandatory redemption are set forth on an  
27 attachment hereto as Exhibit MRP and incorporated herein by this reference.  
28

29 Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be exe-  
30 cuted and delivered in substantially the form attached hereto as Exhibit E and incorporated  
31 herein by this reference.  
32

33 Section 5. Tax Provisions.  
34

35 (A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of  
36 and interest on the Notes as the same becomes due, the full faith, credit and re-  
37 sources of the County are hereby irrevocably pledged, and there is hereby levied  
38 upon all of the taxable property of the County a direct annual irrepealable tax in  
39 the years 2011 through 2020 for the payments due in the years 2012 through 2021  
40 in the amounts set forth on the Schedule.  
41

42 (B) Tax Collection. So long as any part of the principal of or interest on the Notes  
43 remains unpaid, the County shall be and continue without power to repeal such  
44 levy or obstruct the collection of said tax until all such payments have been made  
45 or provided for. After the issuance of the Notes, said tax shall be, from year to  
46 year, carried onto the tax roll of the County and collected in addition to all other

1 taxes and in the same manner and at the same time as other taxes of the County  
2 for said years are collected, except that the amount of tax carried onto the tax roll  
3 may be reduced in any year by the amount of any surplus money in the Debt Ser-  
4 vice Fund Account created below.  
5

- 6 (C) Additional Funds. If at any time there shall be on hand insufficient funds from the  
7 aforesaid tax levy to meet principal and/or interest payments on said Notes when  
8 due, the requisite amounts shall be paid from other funds of the County then avail-  
9 able, which sums shall be replaced upon the collection of the taxes herein levied.  
10

11 Section 6. Segregated Debt Service Fund Account.  
12

- 13 (A) Creation and Deposits. There be and there hereby is established in the treasury of  
14 the County, if one has not already been created, a debt service fund, separate and  
15 distinct from every other fund, which shall be maintained in accordance with gen-  
16 erally accepted accounting principles. Debt service or sinking funds established  
17 for obligations previously issued by the County may be considered as separate  
18 and distinct accounts within the debt service fund.  
19

20 Within the debt service fund, there hereby is established a separate and distinct  
21 account designated as the "Debt Service Fund Account for \$7,740,000 General  
22 Obligation Promissory Notes, dated July 6, 2011" (the "Debt Service Fund Ac-  
23 count") and such account shall be maintained until the indebtedness evidenced by  
24 the Notes is fully paid or otherwise extinguished. The County Treasurer shall de-  
25 posit in the Debt Service Fund Account (i) all accrued interest received by the  
26 County at the time of delivery of and payment for the Notes; (ii) any premium  
27 which may be received by the County above the par value of the Notes and ac-  
28 crued interest thereon; (iii) all money raised by the taxes herein levied and any  
29 amounts appropriated for the specific purpose of meeting principal of and interest  
30 on the Notes when due; (iv) such other sums as may be necessary at any time to  
31 pay principal of and interest on the Notes when due; (v) surplus monies in the  
32 Borrowed Money Fund as specified below; and (vi) such further deposits as may  
33 be required by Section 67.11, Wisconsin Statutes.  
34

- 35 (B) Use and Investment. No money shall be withdrawn from the Debt Service Fund  
36 Account and appropriated for any purpose other than the payment of principal of  
37 and interest on the Notes until all such principal and interest has been paid in full  
38 and the Notes canceled; provided (i) the funds to provide for each payment of  
39 principal of and interest on the Notes prior to the scheduled receipt of taxes from  
40 the next succeeding tax collection may be invested in direct obligations of the  
41 United States of America maturing in time to make such payments when they are  
42 due or in other investments permitted by law; and (ii) any funds over and above  
43 the amount of such principal and interest payments on the Notes may be used to  
44 reduce the next succeeding tax levy, or may, at the option of the County, be in-  
45 vested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a),  
46 Wisconsin Statutes, or in permitted municipal investments under the pertinent

1 provisions of the Wisconsin Statutes ("Permitted Investments"), which invest-  
2 ments shall continue to be a part of the Debt Service Fund Account. Any invest-  
3 ment of the Debt Service Fund Account shall at all times conform with the provi-  
4 sions of the Internal Revenue Code of 1986, as amended (the "Code") and any  
5 applicable Treasury Regulations (the "Regulations").  
6

7 (C) Remaining Monies. When all of the Notes have been paid in full and canceled,  
8 and all Permitted Investments disposed of, any money remaining in the Debt Ser-  
9 vice Fund Account shall be transferred and deposited in the general fund of the  
10 County, unless the County Board of Supervisors directs otherwise.  
11

12 Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the  
13 Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at  
14 the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be  
15 deposited into a special fund separate and distinct from all other funds of the County and dis-  
16 bursed solely for the purpose for which borrowed. In no event shall monies in the Borrowed  
17 Money Fund be used to fund operating expenses of the general fund of the County or of any spe-  
18 cial revenue fund of the County that is supported by property taxes. Monies in the Borrowed  
19 Money Fund may be temporarily invested in Permitted Investments. Any monies, including any  
20 income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose  
21 for which the Notes have been issued has been accomplished, and, at any time, any monies as are  
22 not needed and which obviously thereafter cannot be needed for such purpose shall be deposited  
23 in the Debt Service Fund Account.  
24

25 Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted  
26 Investments, but no such investment shall be made in such a manner as would cause the Notes to  
27 be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an  
28 officer of the County, charged with the responsibility for issuing the Notes, shall certify as to  
29 facts, estimates, circumstances and reasonable expectations in existence on the date of delivery  
30 of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage  
31 bonds," within the meaning of the Code or Regulations.  
32

33 Section 9. Compliance with Federal Tax Laws. (a) The County represents and covenants that  
34 the projects financed by the Notes and their ownership, management and use will not cause the  
35 Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The County  
36 further covenants that it shall comply with the provisions of the Code to the extent necessary to  
37 maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate re-  
38 quirements of Section 148(f) of the Code. The County further covenants that it will not take any  
39 action, omit to take any action or permit the taking or omission of any action within its control  
40 (including, without limitation, making or permitting any use of the proceeds of the Notes) if tak-  
41 ing, permitting or omitting to take such action would cause any of the Notes to be an arbitrage  
42 bond or a private activity bond within the meaning of the Code or would otherwise cause interest  
43 on the Notes to be included in the gross income of the recipients thereof for federal income tax  
44 purposes. The County Clerk or other officer of the County charged with the responsibility of  
45 issuing the Notes shall provide an appropriate certificate of the County certifying that the County  
46 can and covenanting that it will comply with the provisions of the Code and Regulations.

1  
2 (b) The County also covenants to use its best efforts to meet the requirements and restrictions  
3 of any different or additional federal legislation which may be made applicable to the Notes pro-  
4 vided that in meeting such requirements the County will do so only to the extent consistent with  
5 the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent  
6 that there is a reasonable period of time in which to comply.

7  
8 Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated  
9 as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the  
10 ability of financial institutions to deduct from income for federal income tax purposes, interest  
11 expense that is allocable to carrying and acquiring tax-exempt obligations.

12  
13 Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in  
14 printed form, executed on behalf of the County by the manual or facsimile signatures of the  
15 Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below),  
16 sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Pur-  
17 chaser upon payment to the County of the purchase price thereof, plus accrued interest to the date  
18 of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes  
19 may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the  
20 County has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures  
21 appearing on each Note shall be a manual signature. In the event that either of the officers whose  
22 signatures appear on the Notes shall cease to be such officers before the Closing, such signatures  
23 shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had re-  
24 mained in office until the Closing. The aforesaid officers are hereby authorized and directed to do  
25 all acts and execute and deliver the Notes and all such documents, certificates and acknowledge-  
26 ments as may be necessary and convenient to effectuate the Closing. The County hereby author-  
27 izes the officers and agents of the County to enter into, on its behalf, agreements and contracts in  
28 conjunction with the Notes, including but not limited to agreements and contracts for legal, trust,  
29 fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such  
30 contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified  
31 and approved in all respects.

32  
33 Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall  
34 be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is  
35 hereby appointed as the County's registrar and fiscal agent pursuant to the provisions of Section  
36 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Fiscal Agency Agreement between the  
37 County and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit F and  
38 incorporated herein by this reference.

39  
40 Section 13. Persons Treated as Owners; Transfer of Notes. The County shall cause books for  
41 the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in  
42 whose name any Note shall be registered shall be deemed and regarded as the absolute owner  
43 thereof for all purposes and payment of either principal or interest on any Note shall be made  
44 only to the registered owner thereof. All such payments shall be valid and effectual to satisfy  
45 and discharge the liability upon such Note to the extent of the sum or sums so paid.

1 Any Note may be transferred by the registered owner thereof by surrender of the Note at the of-  
2 fice of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly  
3 executed by the registered owner or his attorney duly authorized in writing. Upon such transfer,  
4 the Chairperson and County Clerk shall execute and deliver in the name of the transferee or  
5 transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the  
6 Fiscal Agent shall record the name of each transferee in the registration book. No registration  
7 shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.  
8 The County shall cooperate in any such transfer, and the Chairperson and County Clerk are au-  
9 thorized to execute any new Note or Notes necessary to effect any such transfer.

10  
11 Section 14. Record Date. The fifteenth day of each calendar month next preceding each interest  
12 payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on  
13 the Notes on any interest payment date shall be made to the registered owners of the Notes as  
14 they appear on the registration book of the County at the close of business on the Record Date.

15  
16 Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to  
17 make the Notes eligible for the services provided by The Depository Trust Company, New York,  
18 New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer  
19 Letter of Representations previously executed on behalf of the County and on file in the County  
20 Clerk's office.

21  
22 Section 16. Official Statement. The County Board of Supervisors hereby approves the Prelimi-  
23 nary Official Statement with respect to the Notes and deems the Preliminary Official Statement  
24 as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Ex-  
25 change Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All ac-  
26 tions taken by officers of the County in connection with the preparation of such Preliminary Of-  
27 ficial Statement and any addenda to it or Final Official Statement are hereby ratified and ap-  
28 proved. In connection with the Closing, the appropriate County official shall certify the Prelimi-  
29 nary Official Statement and any addenda or Final Official Statement. The County Clerk shall  
30 cause copies of the Preliminary Official Statement and any addenda or Final Official Statement  
31 to be distributed to the Purchaser.

32  
33 Section 17. Undertaking to Provide Continuing Disclosure. The County hereby covenants and  
34 agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Unde-  
35 rtaking") required by the Rule to provide continuing disclosure of certain financial information  
36 and operating data and timely notices of the occurrence of certain events in accordance with the  
37 Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on  
38 behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the  
39 Undertaking shall be limited to a right to obtain specific performance of the obligations there-  
40 under and any failure by the County to comply with the provisions of the Undertaking shall not  
41 be an event of default with respect to the Notes).

42  
43 The County Clerk, or other officer of the County charged with the responsibility for issuing the  
44 Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of pro-  
45 ceedings, setting forth the details and terms of the County's Undertaking.



EXHIBIT A

Official Notice of Sale

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT B

Bid Tabulation

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT C

Winning Bid

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT D-1

Pricing Summary

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
WALWORTH COUNTY  
NO. R-\_\_\_ General Obligation Promissory Note \$\_\_\_\_\_

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
April 1, \_\_\_\_\_ July 6, 2011 \_\_\_\_\_% \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$\_\_\_\_\_)

FOR VALUE RECEIVED, Walworth County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2012 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$7,740,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purpose of financing the construction and improvement of highways, all as

authorized by resolutions of the County Board of Supervisors duly adopted by said governing body at meetings held on January 11, 2011 and June 14, 2011. Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

The Notes maturing on April 1, 2019 and thereafter are subject to redemption prior to maturity, at the option of the County, on April 1, 2018 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the County and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ are also subject to mandatory redemption by lot as provided in the resolution awarding the sale of the Notes at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the County Board of Supervisors as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the County kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the County appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon sur-

render of this Note together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and County may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, Walworth County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Chairperson and County Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

WALWORTH COUNTY, WISCONSIN

By: \_\_\_\_\_  
Nancy Russell  
Chair

(SEAL)

By: \_\_\_\_\_  
Kimberly S. Bushey  
County Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

---

\_\_\_\_\_  
(Authorized Officer)

EXHIBIT F

FISCAL AGENCY AGREEMENT

THIS AGREEMENT, made as of the 6th day of July, 2011 between Walworth County, Wisconsin (the "Municipality"), and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent").

WITNESSETH:

WHEREAS, the Municipality has duly authorized the issuance of its \$7,740,000 General Obligation Promissory Notes, dated July 6, 2011 (the "Obligations") pursuant to the applicable provisions of the Wisconsin Statutes and the resolutions adopted by the Municipality on January 11, 2011 and June 14, 2011 (collectively, the "Resolution"); and

WHEREAS, the Municipality is issuing the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations promulgated thereunder; and

WHEREAS, pursuant to the Resolution and Section 67.10(2), Wisconsin Statutes the Municipality has authorized the appointment of the Fiscal Agent as agent for the Municipality for any or all of the following responsibilities: payment of principal and interest on, registering, transferring and authenticating the Obligations as well as other applicable responsibilities permitted by Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Municipality and the Fiscal Agent hereby agree as follows:

I. APPOINTMENT

The Fiscal Agent is hereby appointed agent for the Municipality with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2), Wisconsin Statutes as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Municipality.

II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

III. PAYMENTS

At least one business day before each interest payment date (commencing with the interest payment date of April 1, 2012 and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Municipality shall pay to the Fiscal Agent, in good funds immediately available to the Fiscal Agent on the interest payment date, a sum equal to the amount payable as principal of, premium, if any, and interest on the Obligations on such interest payment date. Said interest and/or principal payment dates and amounts are outlined on Schedule A which is attached hereto and incorporated herein by this reference.

#### IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Municipality a certificate regarding such cancellation. The Fiscal Agent shall be permitted to microfilm or otherwise photocopy and record said Obligations.

#### V. REGISTRATION BOOK

The Fiscal Agent shall maintain in the name of the Municipality a Registration Book containing the names and addresses of all owners of the Obligations and the following information as to each Obligation: its number, date, purpose, amount, rate of interest and when payable. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

#### VI. INTEREST PAYMENT

Payment of each installment of interest on each Obligation shall be made to the registered owner of such Obligation whose name shall appear on the Registration Book at the close of business on the 15<sup>th</sup> day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

#### VII. PAYMENT OF PRINCIPAL AND NOTICE OF REDEMPTION

(a) Principal Payments. Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

**Term Bonds** [The Obligations due on April 1, 20\_\_ and April 1, 20\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified on the attached Schedule MRP.

The Municipality hereby directs and the Fiscal Agent hereby agrees to select the Term Bonds to be redeemed on the dates set forth above and to give notice of such redemption as set forth in substantially the form attached hereto as Schedule B by registered or certified mail, facsimile transmission, overnight express delivery or electronic transmission at least thirty (30) days prior to the date fixed for redemption to the registered owner of each Obligation selected to be redeemed, in whole or in part, at the address shown on the registration books as of the Record Date.

The Municipality, in accordance with Section III hereof, shall make payments sufficient for the Fiscal Agent to pay the amounts due on the Term Bonds subject to mandatory redemption.]

(b) Official Notice of Redemption. In the event the Municipality exercises its option to redeem any of the Obligations, the Municipality shall, at least 35 days prior to the redemption date, direct the Fiscal Agent to give official notice of such redemption by sending an official notice thereof by registered or certified mail, facsimile transmission, overnight express delivery or electronic transmission at least 30 days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such official notice of redemption shall be dated and shall state (i) the redemption date and price; (ii) an identification of the Obligations to be redeemed, including the date of original issue of the Obligations; (iii) that on the redemption date the redemption price will become due and payable upon each such Obligation or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (iv) the place where such Obligations are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Fiscal Agent. [Official notice of the redemption of Obligations subject to mandatory redemption shall be given in the same manner.]

(c) Additional Notice of Redemption. In addition to the official notice of redemption provided in (b) above, further notice of any redemption shall be given by the Fiscal Agent on behalf of the Municipality to the Municipal Securities Rulemaking Board and The Depository Trust Company of New York, New York but neither a defect in this additional notice nor any failure to give all or any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

Each further notice of redemption given hereunder shall be sent at least 30 days before the redemption date by registered or certified mail, overnight delivery service, facsimile transmission or email transmission and shall contain the information required above for an official notice of redemption.

(d) Redemption of Obligations. The Obligations to be redeemed at the option of the Municipality shall be selected by the Municipality and, within any maturity, shall be selected by lot by the Depository described in Section VIII hereof. [Obligations subject to mandatory redemption shall be selected as described in (a) above.] The Obligations or portions of Obligations to be redeemed shall, on the redemption dates, become due and payable at the redemption price therein specified, and from and after such date such Obligations or portions of Obligations shall cease to bear interest. Upon surrender of such Obligations for redemption in accordance with the official notice of redemption, such Obligations shall be paid by the Fiscal Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Obligation, there shall be prepared for the registered owner a new Obligation or Obligations of the same maturity in the amount of the unpaid principal. Each check or other transfer of funds issued in payment of the redemption price of Obligations being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Obligations being redeemed with the proceeds of such check or other transfer.

## VIII. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only System is to be utilized for the Obligations. The Fiscal Agent, as agent for the Municipality, agrees to comply with the provisions of The Depository Trust Company's Operational Arrangements, as they may be amended from time to time referenced in the Blanket Issuer Letter of Representations executed by the Municipality. The provisions of the Operational Arrangements and this Section VIII supersede and control any and all representations in this Agreement.

## IX. OBLIGATION TRANSFER AND EXCHANGE

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized representative. Upon such a transfer, new registered Obligation(s) of the same maturity, in authorized denomination or denominations in the same aggregate principal amount for each maturity shall be issued to the transferee in exchange therefor, and the name of such transferee shall be entered as the new registered owner in the Registration Book. No Obligation may be registered to bearer. The Fiscal Agent may exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole multiples of \$5,000.

The Obligations shall be numbered R-1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

The Municipality shall cooperate in any such transfer, and the appropriate officers of the Municipality are authorized to execute any new Obligation or Obligations necessary to effect any such transfer.

## X. STATEMENTS

The Fiscal Agent shall furnish the Municipality with an accounting of interest and funds upon reasonable request.

## XI. FEES

The Municipality agrees to pay the Fiscal Agent fees for its services hereunder in the amounts set forth on Schedule [B/C] hereto.

## XII. MISCELLANEOUS

(a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within five years of its date, then the monies representing such nonpayment shall be returned to the Municipality or to such board, officer or body as may then be entitled by law to receive the same together with the name of the registered owner of the Obligation and the last mailing address of record and the Fiscal Agent shall no longer be responsible for the same.

(b) Resignation and Removal; Successor Fiscal Agent. (i) Fiscal Agent may at any time resign by giving not less than 60 days written notice to Municipality. Upon receiving such notice of resignation, Municipality shall promptly appoint a successor fiscal agent by an instrument in writing executed by order of its governing body. If no successor fiscal agent shall have been so appointed and have accepted appointment within 60 days after such notice of resignation, the resigning fiscal agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent. The resignation of the fiscal agent shall take effect only upon appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(ii) The Fiscal Agent may also be removed by the Municipality at any time upon not less than 60 days' written notice. Such removal shall take effect upon the appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(iii) Any successor fiscal agent shall execute, acknowledge and deliver to Municipality and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Municipality, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Municipality.

(iv) Any corporation, association or agency into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor fiscal agent under this Agreement and vested with all the trusts, powers, discretions, immunities and privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(v) Any successor fiscal agent shall be qualified pursuant to Sec. 67.10(2), Wisconsin Statutes, as amended.

(c) Termination. This Agreement shall terminate on the earlier of (i) the payment in full of all of the principal and interest on the Obligations to the registered owners of the Obligations or (ii) five years after (aa) the last principal payment on the Obligations is due (whether by maturity or earlier redemption) or (bb) the Municipality's responsibilities for payment of the Obligations are fully discharged, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall, except as may otherwise by law, be turned over to the Municipality after deduction of any unpaid fees and disbursements of Fiscal Agent or, if required by law, to such officer, board or body as may then be entitled by law to receive the same. Termination of this Agreement shall not, of itself, have any effect on Municipality's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

(d) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

WALWORTH COUNTY, WISCONSIN

By \_\_\_\_\_  
Nancy Russell  
Chair

(SEAL)

\_\_\_\_\_  
Kimberly S. Bushey  
County Clerk

ASSOCIATED TRUST COMPANY,  
NATIONAL ASSOCIATION,  
GREEN BAY, WISCONSIN  
Fiscal Agent

(SEAL)

By \_\_\_\_\_  
Title \_\_\_\_\_

Attest \_\_\_\_\_  
Title \_\_\_\_\_

SCHEDULE A

Debt Service Schedule

\$7,740,000 General Obligation Promissory Notes of Walworth County, Wisconsin  
dated July 6, 2011

(SEE ATTACHED)

[ SCHEDULE MRP

Mandatory Redemption Provision

The Obligations due on April 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)
_____	

For the Term Bonds Maturing on April 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)
_____	

For the Term Bonds Maturing on April 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)
_____	

For the Term Bonds Maturing on April 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)
_____	

[ SCHEDULE B

NOTICE OF MANDATORY SINKING FUND REDEMPTION\*

Walworth County, Wisconsin  
General Obligation Promissory Notes  
Dated July 6, 2011

NOTICE IS HEREBY GIVEN that a portion of the Notes of the above-referenced issue which mature on April 1, 20\_\_ shall be subject to mandatory sinking fund redemption on April 1 of the year set forth below, in the amount set forth below, at a redemption price equal to One Hundred Percent (100%) of the principal amount redeemed plus accrued interest to the date of redemption.

<u>Redemption Date</u>	<u>Principal Amount</u>	<u>CUSIP Number</u>
April 1, ____	\$ _____	_____

Such portion of the Notes will cease to bear interest on the redemption date set forth above.

BY THE ORDER OF THE  
COUNTY BOARD OF SUPERVISORS

WALWORTH COUNTY, WISCONSIN

Dated: \_\_\_\_\_

---

\* To be provided by registered or certified mail, facsimile transmission, overnight express delivery or electronic transmission to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 55 Water Street, 50<sup>th</sup> Floor, New York, New York 10041-0099, not less than thirty (30) days nor more than sixty (60) days prior to the call date. At least thirty (30) days prior to the call date notice shall also be provided to the Municipal Securities Rulemaking Board. ]

SCHEDULE [B/C]

**Policy and Fiscal Note**  
**Resolution No. 27 - 06/11**

**I. Title:** Resolution Awarding the Sale of \$7,740,000 General Obligation Promissory Notes

**II. Purpose and Policy Impact Statement:** To provide for the sale of bond issues authorized by Resolution 70-01/11 *Initial Resolution Authorizing Not to Exceed \$7,740,000 General Obligation Promissory Notes for Highway Projects* related to road and bridge construction.

**III. Budget and Fiscal Impact:** The 2011 budget includes \$9,110,700 of road construction projects scheduled to be funded with long-term debt. \$7,740,000 of road construction costs will be funded utilizing debt proceeds. Of the remaining \$1,370,700 needed for these projects, \$399,700 will be provided by grant funds, \$610,200 from the general fund balance, and \$360,800 from the tax levy.

Bids will be received the morning of June 14, 2011. A summary of the financial information will be provided to the County Board at that evening's meeting.

**IV. Referred to the following standing committees for consideration and date of referral:**

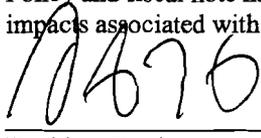
Committee: Finance

Meeting Date: May 19, 2011

Vote: 4-0

County Board Meeting Date: June 14, 2011

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.

 5/23/11

David A. Bretl  
County Administrator/Corporation Counsel

 5/31/11

Nicole Andersen  
Deputy County Administrator - Finance

**Resolution No. 28 - 06/11**  
**Authorizing Use of Contingency Fund Balance To Repair Underground Fuel Storage  
Tanks To Comply with State of Wisconsin Requirements**

1 Moved/Sponsored by: Public Works/Finance Committee  
2

3 **WHEREAS**, Walworth County has eight underground fuel storage tanks four located at the De-  
4 partment of Public Works, two located at the Boiler House, one located at the Government Cen-  
5 ter and one located at the Judicial Center; and,  
6

7 **WHEREAS**, the State of Wisconsin requires annual functionality testing and reporting; and,  
8

9 **WHEREAS**, the functionality testing completed in November 2010 revealed deficiencies in the  
10 current fuel storage systems at the Department of Public Works, the Government Center and the  
11 Judicial Center that require corrective action; and,  
12

13 **WHEREAS**, the estimated cost of the repairs are \$36,300.00 at the Department of Public Works,  
14 \$8,735.00 at the Government Center, and \$1,645.00 at the Judicial Center; and,  
15

16 **WHEREAS**, the estimated costs were not anticipated and not included in the 2011 budget.  
17

18 **NOW, THEREFORE, BE IT RESOLVED** by the Walworth County Board of Supervisors that  
19 funds in an amount of \$50,000.00 be hereby transferred from the Contingency Fund to the ap-  
20 propriate project accounts to fund the repairs of the underground fuel storage tanks.  
21

22 **BE IT FURTHER RESOLVED** that funds remaining will lapse to the Contingency Fund upon  
23 project completion.  
24  
25  
26  
27

28 \_\_\_\_\_  
Nancy Russell  
29 County Board Chair

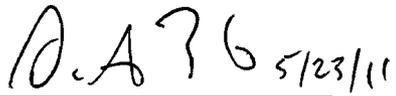
\_\_\_\_\_   
Kimberly S. Bushey  
County Clerk

30  
31  
32 County Board Meeting Date: June 14, 2011  
33

34 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:

  
\_\_\_\_\_  
David A. Bretl                      Date  
County Administrator/Corporation Counsel

  
\_\_\_\_\_  
Nicole Andersen                      Date  
Deputy County Administrator - Finance

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



ORDINANCE NO. 679 – 06/11

AMENDING SECTION 15-519 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO HOLIDAY PAY PROVISIONS

1 THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS  
2 FOLLOWS:  
3

4 PART I: That Section 15-519 of the Walworth County Code of Ordinances is hereby  
5 amended as follows (additions shown by underline; deletions shown by strike-through):  
6

7 “Sec. 15-519. Holiday pay provisions.  
8

9 (a) *Holiday pay for employees scheduled to work Monday through Friday.*

10  
11 (1) For all employees normally scheduled to work Monday through Friday, the  
12 holiday shall be observed on the actual calendar day of the holiday, except that a  
13 holiday falling on a Saturday shall be observed on the preceding Friday, and a  
14 holiday falling on a Sunday shall be observed on the following Monday.  
15

16 (2) An employee subject to this section shall not be required to work on the observed  
17 holiday. A full-time employee shall receive eight hours of holiday pay, and a part-  
18 time employee shall receive pro-rated holiday pay.  
19

20 (3) An employee subject to this section who voluntarily works on the holiday shall be  
21 paid holiday pay as provided under subsection (2) and shall bank holiday hours  
22 equal to the number of hours worked, not to exceed eight hours.  
23

24 (4) This subsection shall not apply to sworn law enforcement employees.  
25

26 (b) *Holiday pay for employees scheduled to work weekends.*

27  
28 (1) For employees normally scheduled to provide mandatory shift and weekend  
29 coverage, the holiday shall be observed on the calendar day of the holiday. An  
30 employee subject to this subsection shall, when normally scheduled to work on  
31 the day observed as a holiday, report for work, or absence shall be subject to the  
32 normal time-off scheduling practices of the employee's department.  
33

34 (2) The employee shall be paid time and one-half pay for work on the holiday and  
35 shall bank holiday hours or take the additional pay equal to the holiday pay  
36 benefit (eight hours for full-time or pro-rata for part-time). The decision to bank  
37 the hours or take the additional pay must be made prior to the end of the pay  
38 period.  
39

40 (3) When the actual holiday falls on the employee's normal day-off, the employee  
shall bank holiday hours equal to the holiday pay benefit (eight hours for full-time

1 or pro-rata for part-time.

2  
3 (4) This subsection shall not apply to sworn law enforcement employees.

4  
5 (c) *Holiday pay for sworn law enforcement.*

6  
7 (1) This subsection shall apply to sworn law enforcement employees classified as  
8 lieutenant, captain or undersheriff. Employees shall receive additional pay in lieu  
9 of paid holiday time-off.

10  
11 (2) The holiday shall be observed on the calendar day of the holiday and an employee  
12 shall receive, in addition to base salary, eight hours of holiday pay in lieu of a  
13 paid day off. Holiday hours shall not be banked. If the holiday falls on the  
14 employee's scheduled day to work, the employee shall receive an additional one-  
15 half time pay for actual hours worked for up to eight hours worked.

16  
17 (d) *Holiday bank.* The holiday bank shall be limited to ~~80~~ 40 hours. ~~The holiday bank~~  
18 ~~shall be applied as scheduled time-off and shall only be paid out upon layoff or termination.~~

19  
20 (1) The holiday bank shall be used as scheduled time-off only, with the approval of  
21 their supervisor, based upon staffing levels. The approval of scheduled time-off shall not create  
22 an overtime situation for any department.

23  
24 (2) The holiday bank shall only be paid out upon layoff or termination.

25  
26 (3) Employees who have over 40 hours in their holiday bank as of June 14, 2011 will  
27 be allowed to bring the bank down to the 40-hour cap no later January 1, 2012 by taking the  
28 hours as scheduled time-off. Any remaining time over the 40-hour cap will be paid out on the  
29 employees' last check in the month of January, 2012.

30  
31 (4) Any holidays worked while at or over the cap will be paid out as additional hours  
32 and will not be banked.

33  
34 (e) *Eligibility for holiday pay.*

35  
36 (1) An employee shall be scheduled and work immediately before and after the  
37 holiday to qualify for holiday pay. An approved paid absence shall count as being  
38 present and working.

39  
40 (2) In the case of layoff or termination, any holiday that falls after the last day an  
41 employee is scheduled to work shall not be paid.

42  
43 (3) An employee receiving temporary disability pay under workers' compensation  
44 shall be paid holiday pay and shall not have the option to bank holiday hours.

45 (4) A casual, limited term or student employee shall be paid time and one-half for



**Ordinance No. 679 - 06/11**  
**Fiscal Note and Policy Impact Statement**

- I. **Title:** Amending Section 15-519 of the Walworth County Code of Ordinances Relating to Holiday Pay Provisions
- II. **Purpose and Policy Impact Statement:** The purpose of this ordinance change is to standardize the county's practice of paying or banking holiday time for all non-represented employees as well as reduce the number of hours that can be accumulated in their holiday banks.
- III. **Is this a budgeted item and what is its fiscal impact:** This item is currently budgeted for at the department level, and the change to a lower cap with a deadline in 2012 to use the hours will allow departments to budget for those potential payouts in their 2012 budget.
- IV. **Referred to the following standing committee(s) for consideration and date of referral:**

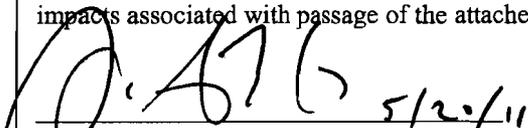
Committee: Human Resources Committee

Date: May 18, 2011

Vote: 5 - 0

County Board Meeting Date: June 14, 2011

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

Date

County Administrator/Corporation Counsel

  
Nicole Andersen

Date

Deputy County Administrator-Finance

ORDINANCE NO. 680 – 06/11

AMENDING SECTIONS OF CHAPTERS 15 AND 30 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO EMPLOYEE BENEFITS

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

1 **PART I: That Chapters 15 and 30 of the Walworth County Code of Ordinances are hereby**  
2 **amended to read as follows (additions are underlined; deletions are shown in strike-through**  
3 **text):**

4  
5 **“Sec. 15-530. Policy.**

6  
7 It is the policy of the county to provide health and dental insurance benefits to regular  
8 employees and elected officers in accordance with this division. The county elects to be covered by,  
9 and shall provide these benefits in accordance with the Health Insurance Portability and  
10 Accountability Act of 1996 ("HIPAA"), the Newborns' and Mothers' Health Protection Act of 1996  
11 ("NMHPA"), and the Mental Health Parity Act of 1996 ("MHPA").

12  
13 **Sec. 15-531. Eligibility and exclusions.**

14  
15 (a) Regular employees who are regularly scheduled to work a minimum of 0.5 FTE,  
16 elected officers, and county board supervisors, shall be eligible to enroll in the health or dental plan.  
17 Except as provided in (b), an individual may only receive insurance coverage under one insurance  
18 plan sponsored by the county.

19  
20 (b) An individual who had duplicate coverage under two or more insurance plans as of  
21 May 31, 1992 may continue to be covered under more than one plan sponsored by the county. The  
22 individual may coordinate benefits between the plans, but any specified benefit maximums shall not  
23 be increased.

24  
25 (c) Upon retirement from the county, an employee may continue in the insurance plan,  
26 subject to section 15-556.

27  
28 **Sec. 15-532. Insurance plans.**

29  
30 (a) *Health insurance.* The group health insurance plan shall be subject to the provisions  
31 of the plan document and shall apply to all enrolled individuals.

32  
33 (b) *Dental insurance.* The group dental insurance plan shall be subject to the provisions  
34 of the plan document and shall apply to all enrolled individuals, excluding teaching and professional  
35 staff of the special education department.

36  
37 (c) *Dental insurance for teaching staff.* A separate dental insurance plan shall be  
38 provided to teaching and professional staff of the special education department, excluding hourly  
39 employees. The county retains the right to change the plan and/or provider to be more cost-effective

1 at any time.

2  
3 (d) A retiree may only enroll in the plan(s) that would be available to the employee as an  
4 active employee in his or her last position with the county.

5  
6 **Sec. 15-533. Premium contributions.**

7  
8 (a) The collective bargaining agreement shall determine the amount of premium a  
9 represented employee is required to pay.

10  
11 (d) The county shall pay 100 percent (single or family) of the premium for a full-time  
12 ~~non-represented employee~~ and 50 percent (single or family) of the premium for a part-time ~~non-~~  
13 ~~represented non-represented or Lakeland Education Association~~ employee enrolled in the dental  
14 plan.

15  
16 (e) A retiree or county board supervisor shall pay the full premium, except as otherwise  
17 provided by chapter 15 or a collective bargaining agreement.

18  
19 (f) An employee's premium contribution shall be paid by payroll deduction.

20  
21 **Sec. 15-535. Enrollment periods and effective dates.**

22  
23 (a) *Initial enrollment.* An individual eligible to enroll in an insurance plan under this  
24 division shall complete and file an enrollment form with the department within 30 calendar days of  
25 the first day worked in a qualifying position. ~~Except as otherwise provided by a collective bargaining~~  
26 ~~agreement, coverage~~ shall become effective on the first day of the month following 30 calendar  
27 days from the date of eligibility to participate. An enrollment not received timely shall be subject to  
28 subsection (b).

29  
30 (b) *Late enrollment.* A late enrollment shall be subject to any exclusion period for pre-  
31 existing conditions specified in the plan document. The late enrollee shall be responsible for  
32 providing the department with certificate(s) of creditable coverage under prior health plan(s).  
33 Coverage shall become effective on the first day of the month following 30 calendar days from the  
34 date the enrollment form was received in the department and shall be subject to any exclusion  
35 period.

36  
37 (c) *Special enrollment period.* An employee shall submit an enrollment or change form  
38 to the department within 30 days of a HIPAA-qualifying event (loss of other coverage, birth,  
39 placement for adoption, or marriage). The employee may be required to provide substantiation of the  
40 reason for special enrollment. Coverage shall become effective on the date of the qualifying event  
41 provided the enrollment is timely. An enrollment not received timely shall be subject to subsection  
42 (b).

43  
44 (d) *Annual choice period.* An individual enrolled in the health plan and eligible to choose  
45 among the health plan options shall have the opportunity once each year to transfer their current  
46 coverage and enrolled dependents to another plan option. A new exclusion period for pre-existing

1 conditions shall not apply. The effective date of the change shall be the following January 1.

2 **Sec. 15-543. Policy.**

3  
4 It is the policy of the county to offer life insurance and long-term disability insurance  
5 benefits to regular employees and elected officers in accordance with the provisions of this division.  
6

7 **Sec. 15-544. Eligibility and exclusions.**

8  
9 Elected officers and regular employees regularly scheduled to work a minimum of 0.5 FTE  
10 shall be eligible to enroll in the benefits under this section, subject to any limitations by benefit or  
11 bargaining group. Casual, limited-term, and student intern employees are not eligible to participate  
12 in these benefits.  
13

14 **Sec. 15-545. Benefits provided.**

15  
16 (a) Life insurance and long-term disability benefits for represented employees shall be  
17 subject to the terms of the collective bargaining agreement for all AFSCME units, the Deputy Sheriff  
18 Association and the Health & Human Service Professionals.  
19

20 (b) The county shall provide the following life benefits for enrolled non-represented and  
21 Lakeland Education Association employees and elected officers:  
22

23 (1) All hourly and Lakeland Education Association employees shall receive \$25,000.00  
24 term life insurance. FLSA-exempt salaried employees and elected officers shall  
25 receive \$50,000.00 term life insurance. The county shall pay the full premium under  
26 this paragraph.  
27

28 (2) ~~Non-represented employees~~ shall have the option, at their own expense, to purchase  
29 additional insurance for self, spouse or dependents, subject to the provisions of the  
30 plan document.  
31

32 (3) Eligible survivors of an employee classified as sheriff, undersheriff, captain, or  
33 lieutenant whose death is a direct and proximate result of a traumatic injury sustained  
34 in the line of duty shall receive a life insurance benefit from the county in the amount  
35 of \$100,000.00.  
36

37 In order to be eligible for this line of duty death benefit, the officer's beneficiary(s)  
38 must apply for and be determined to be eligible for the line of duty death benefit  
39 provided by the Bureau of Justice Assistance, Public Safety Officers' Benefits  
40 Program: Death Benefits for line of duty deaths. Upon receipt of verification from the  
41 BJA - PSOB Death Benefit Program that the officer's beneficiary(s) has been  
42 determined to be eligible for that line of duty death benefit, the officer's beneficiary(s)  
43 shall receive the life insurance benefit provided for in this section.  
44

45 (c) The county shall provide a long-term disability benefits: ~~to enrolled non-represented~~  
46 ~~employees and elected officers. The county shall pay a premium up to 0.67 percent of~~

- 1 ~~base wages for the LTD benefit and the employee shall pay any excess premium.~~  
2 (1) To enrolled non-represented employees and elected officers, the county shall pay a  
3 premium up to 0.67 percent of base wages for the LTD benefit and the employee shall  
4 pay any excess premium.  
5  
6 (2) To enrolled Lakeland Education Association employees, the county shall pay the full  
7 premium.  
8  
9 (3) To enrolled represented employees, with the exception of 15-545(c)(2), subject to the  
10 terms of the collective bargaining agreement.  
11

12 **Sec. 15-550. Policy.**

13  
14 It is the policy of the county to provide retirement benefits and services for employees and  
15 elected officers, subject to the provisions of this division.  
16

17 **Sec. 15-551. Benefits provided by law.**

- 18  
19 (a) The following benefits are provided, subject to law and administrative regulations:  
20  
21 (1) Wisconsin Retirement System (WRS) (effective January 1, 1960; res. #11-17-59).  
22  
23 (2) Social security and federal Medicare insurance (effective January 1, 1951).  
24  
25 (b) The director shall be the reporting agent for retirement benefit programs and shall  
26 determine the appropriate employment category for reporting each eligible employee, consistent  
27 with law and administrative regulations.  
28

29 **Sec. 15-552. Contributions.**

- 30  
31 (a) For all represented employees, with the exception of Lakeland Education Association  
32 members, the county shall pay employer-required WRS contributions and shall pay, on behalf of the  
33 employee, employee-required contributions up to the amount required by the terms of a collective  
34 bargaining agreement.  
35  
36 (b) For a non-represented employee and for Lakeland Education Association members,  
37 the county shall pay employer-required WRS contributions and shall pay, on behalf of the employee,  
38 employee-required contributions up to the amount set by resolution of the county board. the payment  
39 shall be split between the county and the employee, as prescribed by state law.  
40  
41 (c) A casual, limited term or student intern employee who meets WRS eligibility  
42 requirements shall be required to pay the employee-required WRS contribution.  
43  
44 (d) The county shall not pay any portion of the employee required contribution for social  
45 security and federal Medicare insurance.  
46

1 (e) Upon submission of military orders confirming an employee's active military service,  
2 the county shall continue to pay applicable plan contributions as outlined in 15-552(a)--(d) and  
3 report the creditable service for said period of military leave, pursuant to the Uniformed Services  
4 Employment and Reemployment Rights Act of 1994 (USERRA). If the employee is not reinstated as  
5 outlined in 15-744, the retirement plan contributions and creditable service will be adjusted  
6 accordingly.  
7

8 **Sec. 15-708. Absence for bereavement.**  
9

10 (a) All regular full-time or regular part-time employees regardless of probation status  
11 shall receive paid bereavement leave for absence from scheduled workdays in accordance with this  
12 section, or as otherwise provided by an applicable collective bargaining agreement.  
13

14 (b) Bereavement leave may be used within ten days from the date of death for  
15 bereavement over the death of a covered family member or to make other necessary personal or  
16 family arrangements. The paid leave may be delayed beyond ten days based on verified need and  
17 subject to approval of the department head. The employee may be required to furnish verification of  
18 the date of death and the employee's relationship to the deceased. Bereavement leave shall be applied  
19 in day increments, except on the date of death when the employee must leave work early, and need  
20 not be applied consecutively.  
21

22 (c) Bereavement leave up to three days shall be paid for the death of the employee's  
23 spouse, child, step-child, parent, step-parent, brother, sister, grandparent, grandchild, mother-in-law,  
24 father-in-law, or other member of the immediate household (excluding renters). Bereavement leave  
25 up to one day shall be paid for the death of the employee's brother-in-law, sister-in-law, son-in-law,  
26 daughter-in-law, aunt, uncle, niece, or nephew.  
27

28 (1) Any relationships identified in 15-708 (c) that are not "in-law" relationships are  
29 defined as a member of the employee's family. For example, leave for a grandparent is only for the  
30 employee's grandparent, not for the grandparent of a spouse.  
31

32 (d) The relationship of husband and wife is broken by death or divorce. Bereavement  
33 leave shall apply to family members of a deceased spouse only if the employee has not remarried.  
34 Bereavement leave shall not apply to an ex-spouse (resulting from divorce or annulment) nor to  
35 family members of an ex-spouse.  
36

37 (e) An employee may request that bereavement leave be substituted for otherwise  
38 scheduled days of paid absence for vacation, sick leave, holiday or compensatory time during the ten  
39 days immediately following death of a covered family member. Bereavement leave pay shall not  
40 apply during any unpaid leave of absence, layoff or suspension.  
41 (Ord. No. 260-03/04, pt. 2, 3-9-04)  
42

43 **Sec. 15-709. Absence to participate in a military funeral or to serve as a pallbearer.**  
44

45 An employee called upon to be a participant in a military funeral or serving as a pallbearer in  
46 a civilian funeral shall be excused from work with pay for the number of hours necessary to perform

1 such service, up to a maximum of one day. Participation with pay in military funerals or service as a  
2 pallbearer shall not exceed ~~four~~ two occurrences per calendar year. The provisions of this section  
3 shall not apply if leave is provided under section 15-708.  
4

5 **Sec. 15-710. Absence for jury duty.**  
6

7 (a) All regular full-time or regular part-time employees regardless of probation status  
8 shall be ~~made whole for their regular wages during jury duty service. The employee shall be paid~~  
9 their regular wages during the period of their jury service, less any compensation paid to them by the  
10 court, a differential equal to the difference between regular wages and the jury duty pay, excluding  
11 mileage. The employee shall immediately upon receipt of the jury payment submit a photocopy of  
12 the jury duty check to the payroll division of finance. submit verification of the amount of jury pay  
13 to payroll.  
14

15 (b) The employee shall not be eligible for jury duty supplemental pay for any day when  
16 the employee was not otherwise scheduled to be at work.  
17

18 (c) An employee called for jury duty is required to report to work prior to and following  
19 jury duty to complete the regular work shift, except when excused by the employee's supervisor  
20 because the time at work would be de minimus. Upon advance notification that a second or third  
21 shift employee has been summoned to report for jury duty, the county will adjust the employee's  
22 work schedule so that the employee is not required to work on the day(s) that the employee reports  
23 for jury duty. For a third shift employee, the adjustment shall include the shift immediately before  
24 the employee reports for jury duty. Upon conclusion of employee's service as a juror, the employee  
25 shall report to work for the balance of their shift.

26 (Ord. No. 260-03/04, pt. 2, 3-9-04; Ord. No. 500-06/08, pt. I, 6-10-08)  
27

28 **Sec. 15-711. Absence for witness service.**  
29

30 (a) Except as provided in (b), all regular full-time or regular part-time employees  
31 regardless of probation status shall be made whole for their regular wages when subpoenaed to  
32 testify in an action or proceeding resulting from a crime against the county or as a result of the  
33 employee's involvement in a matter arising out of his or her performance of official job duties. ~~The~~  
34 ~~employee shall be paid a differential equal to the difference between regular wages and the witness~~  
35 ~~fee, excluding mileage. The employee shall submit verification of the amount of witness fees to~~  
36 ~~payroll. The employee shall be paid their regular wages during the period of their witness service,~~  
37 less any compensation paid to them by the court, excluding mileage. The employee shall  
38 immediately upon receipt of the witness payment submit a photocopy of the check to the payroll  
39 division of finance.  
40

41 (b) Differential pay for witness service shall not apply when an employee is subpoenaed  
42 as a witness for a matter not related to and not arising from the performance of official county job  
43 duties.  
44

45 (c) The employee shall not be eligible for witness service supplemental pay for any day  
46 when the employee was not otherwise scheduled to be at work.

1  
2 (d) An employee called for witness service is required to report to work prior to and  
3 following witness service to complete the regular work shift, except when excused by the employee's  
4 supervisor because the time at work would be de minimus.

5  
6 (e) An employee may not be discharged because the employee is subpoenaed to testify in  
7 an action or proceeding pertaining to a crime or pursuant to the Children's Code or Criminal Code of  
8 the Wisconsin Statutes.

9  
10 **Sec. 15-720. Policy.**

11  
12 It is the policy of the county that employee written requests for leaves of absence with a  
13 reasonable expectation of return to work may be granted, subject to the provisions of this division.  
14 County benefits shall be harmonized and run concurrent with collective bargaining agreement  
15 provisions and any benefits provided by federal or state family and medical leave laws.

16  
17 **Sec. 15-721. Applicability.**

18  
19 (a) Except as provided in subsection (b), this division shall apply to all absences from  
20 work of more than three consecutive workdays, and any subsequent periods of absence related to the  
21 same reason for initial absence and that involves:

- 22  
23 (1) Any absence covered by the FMLA;  
24  
25 (2) Periods of absence for non-medical reasons; or  
26  
27 (3) Requests to reduce hours of work on a temporary basis for a period of more than one  
28 month.

29  
30 (b) This division shall not apply to the use of vacation, compensatory time, or holiday  
31 time scheduled in advance in accordance with normal departmental scheduling practices and not  
32 covered by the FMLA.

33  
34 **Sec. 15-722. Eligibility and exclusions.**

35  
36 This division shall apply to all regular employees, subject to any further restrictions  
37 contained herein. This division shall not apply to elected officers, casual, limited term, or student  
38 intern employees.

39  
40 **Sec. 15-723. Conditions for a leave of absence.**

41  
42 (a) All requests for a leave of absence, inclusive of any required documentation, shall be  
43 submitted in writing to the director or designee as soon as possible, but no less than 15 days prior to  
44 the requested start of the leave. An employee's request to amend a leave shall be submitted in the  
45 same manner.

1 (b) An employee shall not be entitled to a leave, except as otherwise required by a  
2 collective bargaining agreement or law. Decisions to grant or deny an employee request for a leave  
3 of absence shall be made without discrimination and shall take into consideration the employees'  
4 interests and county operational needs.  
5

6 (c) A leave of absence request related to medical conditions shall require a written  
7 medical certification on a form prescribed by the director. A second medical opinion to substantiate  
8 the need for and length of the leave may be required. If the opinions are not consistent, a third  
9 opinion may be required.  
10

11 (d) It is the employee's responsibility to keep the department informed of any substantive  
12 changes in circumstances upon which the leave was approved. Authorization of a leave of absence  
13 may be withdrawn for cause if the employee uses the leave of absence for purposes inconsistent with  
14 the reasons stated for the need for a leave, or when it becomes known with a reasonable degree of  
15 certainty that the employee will not return to their job.  
16

17 (e) An employee may not engage in other employment during a leave of absence, except  
18 when the other employment has been disclosed and approved as a special condition of the leave.  
19

20 (f) The probationary period for an employee shall be extended by a period of time equal  
21 to the length of any leave of absence granted during the employee's probationary period.  
22

23 **Sec. 15-724. Involuntary leave.**

24 Leave may be involuntary and imposed by management for cause.  
25

26 **Sec. 15-725. Intermittent or reduced leave.**

27 (a) With consideration given to the department head's recommendation or as required by  
28 the FMLA, the director may grant an employee a leave on an intermittent or reduced hours basis.  
29 The employee shall provide a schedule which includes the likely duration and frequency of periods  
30 of absence and the date specific that the employee is expected to return to their regular work  
31 schedule.  
32  
33

34 (b) During an intermittent leave or reduced schedule, the employee may be assigned to an  
35 alternative position that better accommodates the intermittent or reduced leave schedule.  
36  
37

38 (c) The employee shall be required to apply available accrued benefits to time not  
39 worked. When accrued benefits are exhausted during an intermittent or reduced leave, employee  
40 benefits shall be based on the number of hours for which the employee is paid, or as otherwise  
41 provided by the FMLA.  
42

43 **Sec. 15-726. Absence without leave.**

44 An employee absent without leave shall not be permitted to apply accrued benefits to  
45 unexcused absences. The director may, upon receipt of substantiation giving good reason for the  
46

1 unexcused absence, grant an approved leave of absence retroactively.

2 **Sec. 15-727. Types and duration of leave.**

3  
4 (a) All leaves shall specify a beginning date and an expected return to work date. A leave  
5 for an indefinite and unknown duration may be denied.

6  
7 (b) A leave of absence may be granted for the following purposes:

8  
9 (1) *Medical leave.* A medical leave shall be granted consistent with the FMLA and may  
10 be granted for an extended period. All medical leaves run concurrently with FMLA  
11 leaves.

12  
13 (2) *Birth or adoption.* A leave for birth or adoption shall be granted for up to the  
14 maximum period required by FMLA provisions. All leaves for birth or adoption run  
15 concurrently with FMLA leaves.

16  
17 (3) *Personal leave.* A personal leave may be granted at the sole discretion of the county.  
18 Personal leave shall not normally be granted for other employment, long-term travel,  
19 or serving a jail or prison sentence. A personal leave exceeding 30 calendar days shall  
20 be subject to approval of the committee.

21  
22 (4) *Educational leave.* An educational leave may be granted for up to one year. An  
23 educational leave must be taken as a total leave, not as a reduced schedule or  
24 intermittent leave.

25  
26 (5) *Political leave.* An employee becoming a candidate for any publicly elected office  
27 shall be entitled to an unpaid political leave for up to four months and ending on the  
28 date the board of canvassers certifies the election results. Except as provided in  
29 section 15-191, an employee shall not be given a leave of absence to accept an office  
30 subject to election by the public. Upon being sworn-in in the elective office, the  
31 employee shall be deemed to have resigned his or her employee position with the  
32 county.

33  
34 (6) *Union leave.* A leave of absence for the conduct of union business shall only be  
35 provided to the extent required by collective bargaining agreement provisions.

36  
37 (7) *Military leave.* A leave for military active or reserve duty shall be subject to sections  
38 15-740 to 15-744.

39  
40 **Sec. 15-728. Return from leave.**

41  
42 (a) An employee's return to work prior to the expected return to work date shall be  
43 subject to approval of the director.

44  
45 (b) An employee ~~may~~ shall be required to submit a fitness for duty certification prior to  
46 return to work from a personal medical leave of absence.

1  
2 (c) Any employee who fails to report for duty on the scheduled return date shall be  
3 considered absent without leave and subject to section 15-726.  
4

5 **Sec. 15-729. Restoration provisions.**  
6

7 (a) An employee returning from FMLA leave is entitled to be returned to the same  
8 position the employee held when leave commenced, or to an equivalent position with equivalent  
9 benefits, pay, and other terms and conditions of employment.  
10

11 (b) An employee returning from non-FMLA leave not exceeding four months in duration  
12 shall have the same restoration provisions as in subsection (a). ~~An employee returning from a non-~~  
13 ~~FMLA leave exceeding four months shall be restored to the first vacant position for which the~~  
14 ~~employee is qualified.~~  
15

16 (c) An employee wishing to return from a non-FMLA leave exceeding four months has  
17 no guarantee of restoration.  
18

19 **Sec. 15-740. Policy.**  
20

21 It is the policy of the county to provide leave rights and job protections to employees who  
22 serve in the U.S. armed forces.  
23

24 **Sec. 15-741. Definitions.**  
25

26 The following words, terms and phrases, when used in this division, shall have the meanings  
27 ascribed to them in this section, except where the context clearly gives a different meaning:  
28

29 *Military* means the Army, the Navy, the Marines, the Coast Guard, the Merchant Marine, the  
30 Army National Guard and the Air National Guard when engaged in active duty for training, inactive  
31 duty training, or full-time National Guard duty, the commissioned corps of the Public Health  
32 Service, and any other category of persons designated by the President in time of war or national  
33 emergency.  
34

35 *USERRA* means the Uniformed Services Employment and Reemployment Rights Act of  
36 1994 (38 U.S.C.S 4301 et seq).  
37

38 **Sec. 15-742. Two-week differential pay.**  
39

40 A county employee who is required to report for military training shall be paid his or her  
41 county pay upon submission of employee's leave and earnings statement (LES), less any military pay  
42 and allowances that he or she receives, for up to two (2) weeks each year, unless the military pay and  
43 allowances equal or exceed his or her county pay. The employee shall continue to receive his or her  
44 benefits as though no interruption in service has occurred. The employee's anniversary date for  
45 accrued benefit calculations shall not be impacted by this training leave. ~~The employee will not earn~~  
46 ~~additional time-off accruals while on military leave unless the employee is utilizing previously~~

1 banked time off balances.  
2

3 **Sec. 15-743. Rights and benefits during military leave.**  
4

5 (a) The employee shall provide reasonable advance notice of his or her order for military  
6 service. An employee giving notice of military service shall be granted a military leave of absence. If  
7 the leave is for a period greater than two weeks, the leave shall be without pay. An employee on  
8 military leave shall be eligible to participate in benefit plans available to employees on other types of  
9 leave and shall be allowed to use any accrued vacation, compensatory time or holiday time, upon  
10 request. The employee shall not earn additional time-off accruals, with the exception of subsection  
11 (b), while on military leave, except when the employee chooses to utilize previously banked time off  
12 balances. Health insurance continuation under COBRA shall apply for up to 24 months.  
13

14 (b) ~~Non-represented~~ Regular employees ~~(and represented employees whose collective~~  
15 ~~bargaining agreement addresses this specific issue)~~ on military leave, who are deployed pursuant to  
16 federal orders, shall be entitled to continue to accrue vacation benefits during their period of  
17 deployment subject to sections 15-510 through 15-517.  
18

19 (c) The maximum cumulative leave for military service shall be five years, except as  
20 otherwise provided by law.  
21

22 (d) While the employee is on military leave, the county will continue to report retirement  
23 plan contributions and creditable service for the period of military leave. If the employee is not  
24 reinstated during the time period as outlined in section 15-744, the retirement plan contributions and  
25 creditable service will be adjusted to reflect actual authorized leave.  
26

27 (e) The employee shall receive any credit for longevity earned while on military leave as  
28 well as any pay range steps that may have occurred while away on military leave.  
29

30 **Sec. 15-744. Reinstatement rights.**  
31

32 (a) For an absence of one to 30 days the employee must report for work no later than the  
33 beginning of the first full regularly scheduled work period on the first full calendar day following the  
34 completion of the period of service and the expiration of eight hours after a period allowing for the  
35 safe transportation of the person from the place of that service to the person's residence; or as soon as  
36 possible after the expiration of the eight-hour period, if reporting within the period referred to is  
37 impossible or unreasonable through no fault of the employee.  
38

39 (b) For service periods of 31 days or more the employee shall submit an application for  
40 reemployment within the following designated time periods:  
41

Service Period	Apply Within
31 to 180 days	14 days
Over 180 days	90 days
Disability	2 years

1 (c) Upon request, the employee shall furnish documentation that the application for  
2 reemployment is timely; the military service has not exceeded the five-year limit; and the military  
3 service did not end under other than honorable circumstances.  
4

5 (d) Upon reinstatement, the employee's insurance benefits shall be immediately  
6 reinstated and any other seniority-based employee benefits that he or she had when the military leave  
7 began and all benefits that would have accrued if the employee had remained continuously employed  
8 shall be restored.  
9

10 **Sec. 30-410. Policy.**

11  
12 It is the policy of the county to pay employees by check or direct deposit on a regular basis  
13 and in a manner consistent with applicable laws or regulations, accounting standards, and collective  
14 bargaining agreements.  
15

- 16 (1) The county requires that all employees hired or elected after the effective date of  
17 March 8, 2005 be paid utilizing the direct deposit payment method. All non-  
18 represented employees, regardless of their date of hire, shall be paid by the direct  
19 deposit payment method.  
20
- 21 (2) Each employee required or electing to use the direct deposit method must have a  
22 signed direct deposit authorization on file.  
23
- 24 (3) The deputy county administrator-finance shall have the authority to authorize the  
25 maximum number of direct deposit accounts to which employees may elect to have  
26 the county send payroll funds.  
27
- 28 (4) The following groups of employees or elected officials may be exempted from  
29 section 30-410(1):  
30
- 31 a. Represented employees, only if allowed by signed agreement.
  - 32
  - 33 b. Lakeland School student employees, if such employment is considered part of  
34 their educational training.
  - 35
  - 36 c. Lakeland School substitute teachers.
  - 37
  - 38 d. Employees utilizing the check method during the direct deposit set-up phase  
39 or when the employee is hired on a limited term basis.
  - 40
  - 41 e. County board supervisors holding office prior to March 8, 2005 and  
42 continuing to serve with no break in service.  
43

44 **Sec. 30-413. Distribution of paychecks.**

- 45 (a) A paycheck will either be a live check or a paycheck advice, as received by those on  
46

1 direct deposit. The live check shall only be distributed on or after the date printed on the paycheck to  
2 the employee or the employee's authorized representative. The designation of an authorized  
3 representative shall be in writing and kept on file with the person authorized to distribute paychecks.  
4 The authorization shall be retained for one year after the employee leaves county employment.

5  
6 The method of distribution of a paycheck advice shall be via a secure e-mail on or before the date  
7 printed on the advice to the e-mail account designated by the employee. The county requires that all  
8 employees hired or elected after the effective date of November 1, 2009 receive their direct deposit  
9 notice via secure e-mail. All non-represented employees and Lakeland Education Association  
10 members, regardless of their date of hire, shall receive their direct deposit notice via secure e-mail.  
11 Under adverse circumstances, the deputy county administrator-finance may temporarily authorize  
12 delivery of payroll advices by another means as long as delivery to the employee is by the date  
13 printed on the payroll advice. The e-mail designation shall be identified on a form provided by  
14 finance-benefits and this form shall be kept in the employee's payroll/benefits file. It is the  
15 employee's responsibility to notify the finance-benefits department of changes to their e-mail  
16 address.

17  
18 (b) The department head shall hold the paycheck for an absent employee in a secure  
19 manner until the employee picks up the paycheck or otherwise requests that the paycheck be mailed.  
20 Live checks not distributed to the employee within one week of payday shall be returned to the  
21 finance department.

22  
23 (c) A paycheck may, at the employee's request, be distributed via the U.S. postal service  
24 one day prior to the date on the paycheck.

25  
26 (d) As early release of any paycheck may result in serious tax penalties related to deposit  
27 requirements, early release of paychecks shall be strictly prohibited.”

28  
29 **PART II:** That this ordinance shall become effective upon passage and publication.

30  
31 **PASSED and ADOPTED** by the Walworth County Board of Supervisors this 14<sup>th</sup> day of June  
32 2011.

33  
34  
35  
36 \_\_\_\_\_  
37 Nancy Russell  
38 County Board Chair

36 \_\_\_\_\_  
37 Kimberly S. Bushey  
38 Attest: County Clerk

39 County Board Meeting Date: June 14, 2011

40 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 Date  
County Administrator/Corporation Counsel  
  
\_\_\_\_\_  
Nicole Andersen Date  
Deputy County Administrator - Finance  
  
If unsigned, exceptions shall be so noted by the County Administrator.

*Draft*

**Ordinance No. 680 - 06/11**  
**Fiscal Note and Policy Impact Statement**

- I. Title:** Amending Sections of Chapters 15 and 30 of the Walworth County Code of Ordinances Relating to Employee Benefits
- II. Purpose and Policy Impact Statement:** The purpose of this ordinance is to amend specific sections of Chapter 15 of the Code of Ordinances pertaining to employee benefits.
- III. Is this a budgeted item and what is its fiscal impact:**
- IV. Referred to the following standing committee(s) for consideration and date of referral:**
- Committee: Children with Disabilities Education Board (CDEB) Date: June 13, 2011
- Vote:
- Committee: Human Resources Date: June 13, 2011
- Vote:
- County Board Meeting Date: June 14, 2011

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 Date  
County Administrator/Corporation Counsel

\_\_\_\_\_  
Nicole Andersen Date  
Deputy County Administrator - Finance

ORDINANCE NO. 681 – 06/11

CREATING ARTICLE X OF CHAPTER 15 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO SPECIFIC EMPLOYMENT POLICIES FOR MEMBERS OF THE LAKELAND EDUCATION ASSOCIATION (LEA)

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

1 PART I: That Article X of the Walworth County Code of Ordinances is hereby created to  
2 read as follows:

3  
4 “ARTICLE X.

5  
6 DIVISION 1.

7  
8 IN GENERAL

9  
10 Sec. 15-1000. Purpose.

11  
12 The purpose of this article is to address specific employment policies for members of the  
13 Lakeland Education Association. If an employment policy is not addressed in this article, the  
14 previous articles of Chapter 15 shall apply.

15  
16 Sec. 15-1001. Probationary period.

17  
18 (a) *Length of probationary period.* New teachers shall serve a three-year probationary  
19 period. Probationary teachers may be non-renewed without just cause and probationary teachers will  
20 not have recourse to the grievance process for non-renewal.

21  
22 (b) *Extension of the probationary period.* A probationary period may be extended at the  
23 discretion of the Walworth County Children with Disabilities Education Board (WCCDEB).  
24 Employment shall be terminated if the employee rejects an offer of an extended probationary period.  
25 Any terms and conditions that applied to the employee during the probationary period shall continue  
26 during the extended probationary period.

27  
28 Sec. 15-1002. Teacher evaluation

29  
30 (a) The evaluation process is as follows:

31  
32 (1) All monitoring or observation of the work performance of a teacher will be conducted  
33 openly and with full knowledge of the teacher. The use of eavesdropping, public address or audio  
34 systems and similar surveillance devices will be strictly prohibited.

35  
36 a. Staff members will be given a performance development plan (PDP) form  
37 with a professional growth summary to complete prior to the formal  
38 evaluation at the start of each school year.

- b. Formal observation to include, but not limited to, any aspect of a teacher's day.
- c. Informal meeting after observation for information sharing.
- d. Formal meeting after the evaluation to discuss the PDP.

(2) Teachers on probation will have two evaluations a year during each year of their probationary period.

(3) No evaluations will be placed in the teacher's file unless the teacher has had the opportunity to read the evaluation. The teacher will acknowledge that he/she has read the evaluation by affixing his/her signature on the copy to be filed. The administrator or designee may write up any class visits and if a copy of the evaluation is to be placed in the teacher's file, the teacher will receive a copy of the evaluation and sign the evaluation. If such evaluations indicate deficiencies, the teacher will be given supervisory help.

(b) Teachers are encouraged to discuss any class visit with the Administrator or designee, and may have the opportunity to respond in writing to the evaluation report.

**Sec. 15-1003. Seniority.**

(a) Seniority shall be considered, but will not be the determining factor, in promotions, demotions, layoffs, recall from layoff, vacations and transfers where the employee is able to perform the work.

(b) If two or more employees are hired on the same date, seniority shall be determined by a drawing of names.

(c) No later than February 1<sup>st</sup> of the current school year a seniority list will be developed by certification and length of teaching service.

**Secs. 15-1004—15-1009. Reserved.**

**DIVISION 2.**

**VACANCIES AND TRANSFER**

**Sec. 15-1010. Initial placement.**

The Administrator will assign all newly appointed personnel to their specific positions which will be within that subject area and/or grade level for which the teacher is certified and has been appointed by the WCCDEB.

**Sec. 15-1011. Voluntary transfer and reassignment.**

1  
2 (a) At the end of the first pay period after April 15 the Administrator will inform all  
3 personnel of any known vacancies for the next school year. At the same time they will be notified of  
4 vacancies for summer school and the WCCDEB policy for hiring for summer school.

5  
6 (b) Personnel shall be informed of new teaching positions by posting the vacancy on the  
7 county web site and the DPI web site.

8  
9 (c) The notice of vacancies and new positions shall contain the type of program, location,  
10 starting date and closing date for applications.

11  
12 (d) Such requests for transfers and reassignments shall be within the teacher's area of  
13 certification. Personnel who desire a change in program, grade and/or subject assignment, shall file  
14 a written statement of such desire with the Administrator and will receive written notification within  
15 ten (10) school days upon receipt of the transfer and reassignment request.

16  
17 (e) In the determination of requests for voluntary reassignments and/or transfers, the  
18 wishes of the individual teacher will be honored and first consideration will be given to those already  
19 in the system who are qualified to the extent that they do not conflict with the requirements and best  
20 interests of the school system.

21  
22 **Sec. 15-1012. Involuntary transfer and reassignment.**

23  
24 Notice of an involuntary transfer or reassignment will be given to the teacher as soon as  
25 possible. Such transfers or reassignments shall be within the teacher's area of certification.

26  
27 **Sec. 15-1013. Vacancies.**

28  
29 All vacancies will be adequately publicized by the administrator in accordance with the  
30 following procedure:

- 31  
32 (1) When school is in session, a notice will be posted as far in advance as practicable.  
33 Employees who desire to apply for such vacancies will submit their electronic  
34 application within the time limit specified in the notice.  
35  
36 (2) All qualified employees will be given adequate opportunity to make application for  
37 such positions, and the WCCDEB agrees to give due weight to the professional  
38 background and attainments of all applicants and other relevant factors. In filling  
39 such vacancies, full consideration will be given to qualified employees already  
40 employed by the WCCDEB, however, management retains the right to hire the most  
41 qualified candidate. Applicants will receive written notification of the WCCDEB's  
42 decision.

43  
44 **Secs. 15-1014—15-1019. Reserved.**

DIVISION 3.

TERMINATION/LAYOFF AND RECALL

1  
2  
3  
4  
5 **Sec. 15-1020. Dismissal or non-renewal of contract.**

6  
7 (a) No teacher will be discharged, non-renewed, disciplined, reprimanded, or reduced in  
8 rank or compensation, without just cause.

9  
10 (b) A teacher who has been notified of a recommendation for dismissal or non-renewal of  
11 contract may process this as per §118.22 (2) and (3), Wisconsin Statutes.

12  
13  
14 **Sec. 15-1021. Notice of retirement/resignation.**

15  
16 An employee deciding to retire/resign from employment shall submit their notice of  
17 retirement/resignation to the WCCDEB in writing by March 15th. The March 15th date may be  
18 waived by agreement of management.

19  
20  
21 **Sec. 15-1022. Layoffs.**

22  
23 (a) If necessary to decrease the number of full or part time positions within programs  
24 (industrial arts, learning disabilities, etc.) or levels (primary, etc.) of instruction of the WCCDEB, the  
25 WCCDEB may fully or partially layoff the necessary number of employees. (Part-time employees  
26 will not be covered under this section unless their present contract is reduced by more than 50%).

27  
28 (b) Employees will be identified for layoff, within programs and levels of instruction,  
29 based upon organizational need and experiences required. In the event the WCCDEB anticipates  
30 that layoffs will be necessary, the employee(s) so affected will be notified by registered mail on or  
31 before June 15 which is for the first semester, or December 15 which is for the second semester.

32  
33  
34 **Sec. 15-1023. Recall from layoff.**

35  
36 (a) The WCCDEB shall notify employees in writing by means of registered mail of their  
37 selection through recall within five workdays after it has occurred. No employee may be prevented  
38 from securing other employment during the period he/she is laid off under this subsection: Such  
39 employees shall be recalled in inverse order of their being laid off, in order of organizational need  
40 and experiences required, for such vacancies that shall occur in which they are certified for a period  
41 of one year following the layoff. Within ten (10) workdays after an employee is notified by  
42 registered letter of recall, the employee must advise the WCCDEB in writing that he/she accepts the  
43 position offered by the WCCDEB. It shall be the responsibility of each employee on layoff to keep  
44 the WCCDEB advised of his/her current address.

1 (b) Any and all recall rights granted to an employee on layoff shall be terminated upon  
2 such employee's failure to accept within ten (10) workdays any certifiable position substantially  
3 equivalent in hours to that from which the employee was laid off, offered to him/her by the  
4 WCCDEB.

5  
6 (c) A full-time employee on layoff status may refuse recall offers of part time, substitute  
7 or other temporary employment without loss of rights to the next available full time position for  
8 which the employee is certified.

9  
10 (d) Full-time employees on layoff status shall not lose rights to a full time position by  
11 virtue of accepting part time or substitute appointments with the WCCDEB.

12  
13  
14 **Sec. 15-1024. Recommendations.**

15  
16 In the event that the WCCDEB reduces or discontinues services, the Administrator will  
17 provide recommendations and personal contacts with prospective employers at the request of the  
18 employee.

19  
20 **Secs. 15-1025—15-1029. Reserved.**

21  
22 **DIVISION 4.**

23  
24 **WORKING CONDITIONS**

25  
26 **Sec. 15-1030. School calendar.**

27 The yearly school calendar will be developed between the WCCDEB and the Association.  
28 The school term shall commence on or after September 1, or as otherwise permitted by law, and  
29 shall include the minimum number of school days meeting state standards. When school is closed  
30 by order of the school district administrator or the Director of Special Education because of  
31 inclement weather and teachers are not required to report, teachers shall be required to make up days  
32 necessary to meet the current 190-day teacher contract requirement.

33  
34 **Sec. 15-1031. Work day.**

35  
36 (a) Full time teachers assigned at Lakeland School shall follow a 40 hour work week.  
37 Exceptions to this will be the current practice of Fridays, days before holidays, the day before  
38 scheduled conventions, and staff meetings. Staff meetings and other meetings called by the  
39 Administration will be attended by faculty members so designated. Every effort will be made to call  
40 meetings 48 hours in advance.

41  
42 (b) Hours for the Lakeland School teachers will be from 7:30 a.m. to 3:30 p.m. The  
43 parties may mutually agree to a flexible work schedule arrangement to allow for groups or  
44 individuals to use their time most efficiently and/or effectively.

1 (c) Teachers assigned to one of the school districts served by WCCDEB shall follow the  
2 calendar, work schedules and preparation time practices of the assigned districts.  
3

4 **Sec. 15-1032. Preparation time.**  
5

6 All teachers are entitled to preparation time each day. Preparation time is defined as non-  
7 student contact time during the work day. A teacher may choose to use his/her preparation time to  
8 test students or to work with a student(s).  
9

10 **Secs. 15-1033—15-1039. Reserved.**  
11

12 **DIVISION 5.**  
13

14 **COMPENSATION**  
15

16 **Sec. 15-1040. Placement on salary schedule.**

17 Teachers will be paid according to the salary schedule in terms of experience and credit.  
18 Administration retains the latitude to place an employee on the schedule based on education and/or  
19 experience, in coordination and with the approval of the director.  
20

21 **Sec. 15-1041. Change in salary.**  
22

23 (a) Adjustment in placement on the salary schedule due to increased credits will be made  
24 yearly. Verification through receipt of a university transcript must be received prior to September 1<sup>st</sup>  
25 of each teacher year.  
26

27 (b) All present teachers, as of the 1997-98 school year, may advance to the B36 lane  
28 without obtaining a Master's degree. Employees hired after the 1997-1998 school year must obtain  
29 a Master's degree in order to advance to the B36 lane.  
30

31 **Sec. 15-1042. Outside experience.**  
32

33 Credit on the salary schedule for experience outside of the school system shall be granted as  
34 follows:  
35

36 (1) Experience in special education including speech therapy outside the employment of  
37 the WCCDEB will be evaluated by the Administrator as an agent of the WCCDEB  
38 and full credit not to exceed five (5) years will be granted to teachers having had  
39 experience in a special education program certified by the Department of Public  
40 Instruction.  
41

42 (2) All experience in special education, as noted in item (1) above, beyond five (5) years  
43 will be evaluated as indicated in item (1) and credit granted at the rate of 1/2 year for  
44 each year taught, the total of which is not to exceed ten (10) years.  
45

- 1 (3) Teaching experience outside of special education, i.e. conventional classroom, will be  
2 granted at the rate of 1/2 year for each year taught, not to exceed six (6) years.  
3

4 **Sec. 15-1043. Credit for salary schedule advancement.**  
5

6 (a) The term "credit" as used herein shall be defined as a semester hour.  
7 Conversion from quarter hours to semester hours shall be made via quarter hours x 2/3 = semester  
8 hours.  
9

10 (b) All approved credits prescribed by the university for a degree program and those  
11 credits pertinent to the teacher's field, graduate or undergraduate, shall apply to advancement on the  
12 salary schedule with the approval of the Administrator.  
13

14 (c) *PI-34 Schedule Advancement.* Teachers who are under PI-34 licensure and who  
15 obtain renewal of their license through a Professional Development Plan (PDP) will be compensated  
16 with the equivalent of six (6) credits on the salary schedule for each PI-34 PDP cycle completed. If  
17 during their five (5) year PDP renewal they have taken 6 credits, and advanced at least one lane, they  
18 will not be given any additional credits towards advancement when the PDP is completed. A  
19 Masters Degree must be obtained in order to advance to the M6 lane or beyond. These credits will  
20 be recorded as PI-34 Credits. Under no circumstances will reimbursement under 15-1044 be given  
21 for these PI-34 credit advancements.  
22

23  
24 **Sec. 15-1044. Course approval.**  
25

26 (a) Courses taken for remuneration, advancement on the established salary  
27 schedule and/or for degree programs must be approved by the Administrator prior to beginning of  
28 each course.  
29

30 (b) The WCCDEB will reimburse teachers for a maximum of six (6)  
31 approved credits at the actual cost of tuition, not to exceed \$450 per credit every five (5) years,  
32 beginning with the date of their most recent license renewal. Reimbursement for credits is based on  
33 the school year, including summer school of the year just completed.  
34

35 (c) Approval for credits will only be granted for courses taken at an accredited college,  
36 university, 2-year college or technical college. The teacher may be required to show proof that  
37 courses offered at a 2-year college or technical college are equivalent to those offered at a university.  
38

39 **Sec. 15-1045. Miscellaneous compensation.**  
40

41 (a) In addition to base salary, the WCCDEB shall pay compensation for additional job  
42 assignments if made and approved by the Administrator as prescribed herein. WCCDEB policies  
43 regarding these items will remain in effect.  
44

- 45 (1) Lunchroom duties - \$3.84 per student day;  
46

- 1 (2) Special Olympics - \$584.39 per contract year for two people;
- 2
- 3 (3) Supervision of student activities on a non-contract day - \$38.12 per day;
- 4
- 5 (4) Summer school and/or homebound instruction - \$19.07 per hour;
- 6
- 7 (5) PI-34 mentor - \$300 per contract year.
- 8

9 **Sec. 15-1046. Payroll period/payment of contract.**

10  
11 (a) The payroll schedule for Lakeland Education Association members will normally be  
12 based on a 26 payment schedule with each payment equal to 1/26<sup>th</sup> of the annual salary. In years  
13 where the calendar contains 27 payments, each payment will be equal to 1/27<sup>th</sup> of the annual salary.  
14 The county retains the right to alter the payment schedule as needed, by communicating to  
15 employees any changes.

16  
17 (b) An employee who terminates their employment at the end of a school year (regardless  
18 of the reason for termination) shall receive a payout of the balance of their contract, in addition to  
19 any severance pay they are entitled to pursuant to 15-338, on their check covering the period of their  
20 last day worked.

21  
22 **Sec. 15-1047. Retroactivity.**

23  
24 Retroactivity will be paid for all active and retired teachers who retired during the term of the  
25 collective bargaining agreement. Retroactivity will not be paid for teachers who quit. Retired  
26 teacher is defined as one who upon leaving the employ of the County immediately began to receive a  
27 retirement or disability annuity from the Wisconsin Retirement System (WRS). Teachers who  
28 resign to take a position with one of the 15 school districts in the County who participated in the  
29 Intergovernmental Agreement, or a teacher whose position is absorbed into a district and the  
30 employee is not absorbed with the position, will not be considered a quit for purposes of this section.

31  
32 **Sec. 15-1048. Long term substituting.**

33  
34 Certified substitutes who have substituted in the same classroom for more than 30 continuous  
35 school days will be paid at the same rate as a teacher with a B.A. at Lane A, Step 1 on the salary  
36 schedule for the days worked over 30.

37  
38 **Sec. 15-1049. Reserved.**

39  
40 **DIVISION 6.**

41  
42 **ACCRUED BENEFITS**

43  
44 **Sec. 15-1050. Sick leave.**

1 (a) All full-time employees shall be entitled to sick leave at the rate of eleven (11) days  
2 per teacher contract year.

3  
4 (b) Two sick days per year may be used as personal days. Personal days shall be taken in  
5 a minimum of four hour increments for full time teachers. The employee shall make a request in  
6 writing to the Special Education Director or designee as far in advance as possible for each day.  
7 When advance notice is not possible, the employee shall make a phone call with a follow up letter.  
8 Administration may limit the number of teachers on personal leave on any given day. Part time  
9 teachers' sick leave and personal leave will be pro-rated.

10  
11 (c) Each employee who has earned sick leave shall be eligible for sick leave for any  
12 period of absence from duty which is due to his/her illness, bodily injury or exposure to contagious  
13 disease.

14  
15 (d) The administrator may require a medical certificate to justify the granting of sick  
16 leave that is over three days duration.

17  
18 (e) Sick leave severance pay shall only apply to those employees who were hired prior to  
19 April 26, 2000 and who elected to retain the cash severance pay in lieu of health insurance credits  
20 for unused sick leave. Employees retaining the cash severance pay benefit shall be paid one-half  
21 (1/2) of all unused accumulated days of sick leave at their daily rate of pay upon termination of  
22 employment or death up to a maximum of forty-five (45) days (three hundred sixty (360) hours).

23  
24 **Secs. 15-1051—15-1059. Reserved.**

25  
26 **DIVISION 7.**

27  
28 **RETIREE HEALTH INSURANCE**

29  
30 **Sec. 15-1060. Retiree health insurance.**

31  
32 (a) *Retiree health insurance for employees hired prior to October 10, 2006.* An  
33 employee who is at least age 57 and who has completed 20 years of service with WCCDEB shall  
34 receive employer-paid single health insurance coverage under the group for five (5) years. The  
35 retiree may elect to continue family coverage and shall be responsible for paying the difference  
36 between a single plan and a family plan. Any member insured under the plan is required to enroll in  
37 Medicare when first eligible to enroll. A member enrolled in Medicare shall remain insured under  
38 the plan with the same level of covered benefits as non-Medicare members. Upon death of a retiree  
39 within the first 5 years of retirement, the remainder of the 5-years of employer-paid premiums shall  
40 continue for the surviving spouse provided family coverage was maintained by the retiree.

41  
42 (b) *Health insurance credits for unused sick leave.* This section shall apply to all new  
43 employees hired between April 26, 2000 and October 10, 2006, and to those employees hired prior  
44 to April 26, 2000 who have elected to waive their rights to cash sick leave severance pay pursuant to  
45 15-1050(e).

- 1 (1) Accumulated unused sick leave of any eligible employee shall, at the time of  
2 death, or upon qualifying for an immediate retirement or disability annuity  
3 under Wisconsin Retirement, be converted, at 60% (sixty percent) of the  
4 employee's basic pay rate in effect immediately prior to termination, to credits  
5 for payment of health insurance premiums on behalf of the employee or the  
6 employee's surviving insured dependents for continuation of coverage in the  
7 County group health insurance plan. The monthly premium for any eligible  
8 employee who is insured at the time of termination, or for the surviving  
9 insured dependents of an eligible employee who is deceased, shall be  
10 deducted from the credits until the credits are exhausted.  
11
- 12 (2) Upon conversion of an employee's unused sick leave credits under this  
13 section, the employee or the employee's surviving insured dependents may  
14 elect to delay initiation of deductions from these credits for up to 10 years  
15 after the date of the conversion if the employee or surviving insured  
16 dependents are covered by a comparable health insurance plan or policy in  
17 effect on the date of conversion and remaining in effect until the date on  
18 which the employee or surviving insured dependents later elect to initiate  
19 deductions from those credits. A health insurance plan or policy is considered  
20 comparable if it provides hospital and medical benefits that are substantially  
21 equivalent to the County group health insurance plan.  
22
- 23 (3) An employee or an employee's surviving insured dependents may elect to  
24 delay and later initiate deductions from the employee's sick leave credits only  
25 once. If deductions are delayed and later initiated, the health insurance  
26 coverage of the employee or surviving insured dependents is effective on the  
27 first day of the month following 30 days from the date that the County Human  
28 Resources Department receives written notice of the employee's or surviving  
29 insured dependents' later election to initiate the deductions. Late enrollment  
30 provisions requiring a health statement application and restrictions for pre-  
31 existing conditions will be waived for the employee and for those dependents  
32 who were named as insured under the employee's health insurance plan at the  
33 time of termination or death.  
34
- 35 (4) Health insurance credits shall be held in an interest-bearing trust account and  
36 interest shall be credited to individual accounts monthly. Upon the death of  
37 the employee (retiree), and if there are no surviving insured dependents, the  
38 credits shall revert back to the County.  
39

40 **Sec. 15-1061. Early retirement opportunity.**

41  
42 Due to the phasing out of off campus services by the end of the 2015-2016 school year, the  
43 county will offer the following early retirement opportunity each school year, ending with the 2015-  
44 2016 school year. To be eligible, a teacher:

- 45  
46 (1) must be an employee during the entire school year;

- (2) be age 55 or older, with 15 continuous years of service with WCCDEB no later than June 30<sup>th</sup> of the school year in which they are retiring;
- (3) must give notice in writing no later than February 1<sup>st</sup> (date may be waived by agreement of administration) of the school year in which they are retiring of their irrevocable decision to voluntarily retire at the end of the current school year (all necessary paperwork to be completed by that date); and
- (4) eligible employees, who give timely notice of voluntary retirement as described above, will be immediately eligible for the normal early retirement benefit of five (5) years single health insurance coverage paid for by the County, as set forth in Sec. 15-1060 (a). The employee will be required to pay the normal monthly employee portion of the premium then in effect.

**DIVISION 8.**

**OFF CAMPUS SERVICES**

**Sec. 15-1070. Purpose.**

The purpose of this division is to address the phasing out of off-campus services by the end of the 2015-2016 school year and what will happen to an employee who is laid off directly as a result of the phasing out.

**Sec. 15-1071. Involuntary layoff.**

In the event an employee is involuntarily laid off directly as a result of the Counties' decision to phase out WCCDEB off-campus services, the employee will be eligible for the following severance benefits:

- (1) *Severance Pay.* Eligible employees laid off as described above shall be paid severance pay based upon the following formula:

For each year of service, an eligible employee will be given \$1.00 for each year of service multiplied times the number of banked sick days. This amount will be capped at \$2,000 per person (e.g., 15 years of service with 100 sick days shall be paid \$15.00 x 100 = \$1,500.00.)

- (2) *Layoff Assistance.* An employee who has received written notice of layoff shall be granted the following until the effective date of the layoff:
  - a. Up to forty (40) hours time without loss of pay for:
    - (1) Job interviews and examinations; and/or
    - (2) Attendance at job training
  - b. Use of office equipment and supplies where available;



*Draft*

**Ordinance No. 681 - 06/11**  
**Fiscal Note and Policy Impact Statement**

I. **Title:** Creating Article X of Chapter 15 of the Walworth County Code of Ordinances Relating to Specific Employment Policies for Members of the Lakeland Education Association (LEA)

II. **Purpose and Policy Impact Statement:** The purpose of creating this section of Chapter 15 of the Walworth County Code of Ordinances is to address specific employment policies for members of the Lakeland Education Association (LEA).

III. **Is this a budgeted item and what is its fiscal impact:**

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

Committee: Children with Disabilities Education Board (CDEB) Date: June 13, 2011

Vote:

Committee: Human Resources

Date: June 13, 2011

Vote:

County Board Meeting Date: June 14, 2011

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 Date  
County Administrator/Corporation Counsel

\_\_\_\_\_  
Nicole Andersen Date  
Deputy County Administrator - Finance

**Resolution No. 26 - 06/11**  
**Establishing 2012 Wage Increase for Certain Management Positions**

1 Moved/Sponsored by: Human Resources Committee  
2

3 **WHEREAS**, Section 15-324 Walworth County Code of Ordinances (“Code”) adopted a  
4 management pay plan which bases increases in compensation for certain FLSA exempt  
5 management employees upon their annual performance in the organization (“Plan”); and,  
6

7 **WHEREAS**, Section 15-324 requires the county board to establish the annual pay increase for  
8 employees covered by the Plan, which employees are classified as “average” within the second  
9 quartile of their respective pay ranges, as that term is used in Sec. 15-324 of the Code; and,  
10

11 **WHEREAS**, the human resources committee has reviewed wage and salary data and has  
12 recommended a 0% pay increase in 2012 for employees covered by the Plan, which employees  
13 are rated as “average” or lower.  
14

15 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board of Supervisors  
16 does hereby establish 0% as the pay increase for 2012 for employees covered by the Plan who  
17 are rated as “average” and are in the second quartile of the pay range established for their  
18 position.  
19  
20  
21  
22

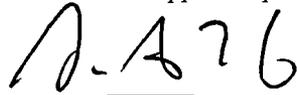
23 \_\_\_\_\_  
24 Nancy Russell  
25 County Board Chair

\_\_\_\_\_   
Kimberly S. Bushey  
County Clerk

27 County Board Meeting Date: June 14, 2011  
28

29 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	Date 5/20/11	 _____ Nicole Andersen Deputy County Administrator - Finance	Date 5/20/11
--	-----------------	---	-----------------

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

**Policy and Fiscal Note**  
**Resolution No. 26 - 06/11**

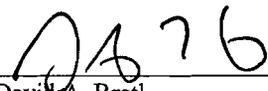
- I. **Title:** Establishing 2012 Wage Increase for Certain Management Positions
- II. **Purpose and Policy Impact Statement:** The purpose of this resolution is to establish the 2012 pay increase for certain management employees who are rated as “average” within the second quartile of their pay range pursuant to the county’s performance-based pay plan. County ordinance requires the full Board to establish any pay increase assigned to the second quartile “average” rating. Upon establishment of this cell, the Human Resources Committee determines what, if any, raises shall be applied to the balance of the cells in the matrix.
- III. **Budget and Fiscal Impact:** Passage of this resolution will not impact the 2011 budget. Pay raises, if any, will not be granted until January 1, 2012 and will be part of the 2012 budget that will be subject to approval of the county board later this year.
- IV. **Referred to the following standing committees for consideration and date of referral:**

Committee: Human Resources Meeting Date: May 18, 2011

Vote: 5 - 0

County Board Meeting Date: May 18, 2011

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.

 5/20/11  
\_\_\_\_\_  
David A. Bretl Date  
County Administrator/Corporation Counsel

 5/20/11  
\_\_\_\_\_  
Nicole Andersen Date  
Deputy County Administrator - Finance

**Resolution No. 23 - 06/11**  
**Authorizing Naming the West Driveway from County Road NN North to  
the Huber Facility Patrick Bolton Drive**

1 Moved/Sponsored by: Public Works Committee

2  
3 **WHEREAS**, on August 26, 1966, Deputy Sheriff Patrick D. Bolton, Jr. age 31, was killed in the  
4 line of duty during the investigation of an auto accident. Deputy Bolton was a U.S. Army vet-  
5 eran, had served as a Village of Walworth police officer, and was a Walworth County Deputy  
6 from March 1, 1965 to the date of his death. He was survived by his wife, Kaye and three chil-  
7 dren: Kimberly Ann, Scott Bradley and Brenda Kae Bolton; and,

8  
9 **WHEREAS**, at Deputy Bolton's memorial service, Sheriff Alex Johnson said Deputy Bolton  
10 was a fine, conscientious police officer, always willing to help all persons in need and further his  
11 knowledge in police science in order to become a better officer to serve the public; and,

12  
13 **WHEREAS**, the Walworth County Sheriff's Office, in conjunction with National Police Officer  
14 Memorial Week, would like to honor their fallen deputy and commemorate his sacrifice by nam-  
15 ing the driveway leading north from County Road NN to the back of the Huber facility at the  
16 Sheriff's Office "Patrick Bolton Drive."

17  
18 **NOW, THEREFORE, BE IT RESOLVED** by the Walworth County Board of Supervisors that  
19 the west driveway from County Road NN north to the Huber Facility at the Sheriff's Office be  
20 designated as Patrick Bolton Drive. Appropriate street signs shall be erected and placed along  
21 the drive to properly honor the Walworth County Deputy Sheriff who lost his life while serving  
22 the citizens of Walworth County.

23  
24  
25  
26  
27 \_\_\_\_\_  
28 Nancy Russell  
29 County Board Chair

\_\_\_\_\_

Kimberly S. Bushey  
County Clerk

30  
31 County Board Meeting Date: June 14, 2011

32  
33 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*    *5/20/11*  
\_\_\_\_\_  
David A. Bretl                      Date  
County Administrator/Corporation Counsel

*N. Andersen*    *5/20/11*  
\_\_\_\_\_  
Nicole Andersen                      Date  
Deputy County Administrator - Finance

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

**Policy and Fiscal Note**  
**Resolution No. 23 - 06/11**

- I. **Title:** Authorizing Naming the West Driveway from County Road NN north to the Huber Facility Patrick Bolton Drive
  
- II. **Purpose and Policy Impact Statement:** The purpose of this resolution is honor a Walworth County Deputy Sheriff who was killed in the line of duty.
  
- III. **Budget and Fiscal Impact:** The costs for the commemorative sign will be taken from existing departmental operating funds and can be accomplished within the existing 2011 budget.
  
- IV. **Referred to the following standing committees for consideration and date of referral:**

Committee: Public Works

Meeting Date: May 16, 2011

Vote: 5 - 0

County Board Meeting Date: June 14, 2011

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.

  
\_\_\_\_\_  
David A. Bretl                      Date  
County Administrator/Corporation Counsel

  
\_\_\_\_\_  
Nicole Andersen                      Date  
Deputy County Administrator - Finance