



November 13, 2012 – Walworth County Board Meeting

**Report of the County Clerk Regarding  
Communications Received After the Agenda Mailing**

County Clerk

**Kimberly S. Bushey**  
County Clerk

The following items were placed on Supervisors' desks and are attached to this cover sheet:

- Ord. No. 748-11/12 – Amending Section 30-286 of the Walworth County Code of Ordinances Relative to Fees – *Vote Required: Majority* (Recommended by the Finance Committee 4-0) **Pgs. 1-35**
- Ord. No. 749-11/12 – Amending Section 15-17 of the Walworth County Code of Ordinances Relating to Authorized Positions by Department Based on the 2013 Budget – *Vote Required: Majority* (Recommended by the Human Resources Committee 5-0) **Pgs. 36-45**
- Ord. No. 750-11/12 – Amending Section 15-359 of the Walworth County Code of Ordinances Relating to Special Pay Premiums – *Vote Required: Majority* (Recommended by the Human Resources Committee 5-0) **Pgs. 46-47**
- Ord. No. 751-11/12 – Amending Section 15-323 of the Walworth County Code of Ordinances Relating to Flexible Work Scheduling – *Vote Required: Majority* (Recommended by the Human Resources Committee 5-0) **Pgs. 48-50**
- Ord. No. 752-11/12 – Amending Section 15-540 of the Walworth County Code of Ordinances Relating to the Labor-Management Health Insurance Committee – *Vote Required: Majority* (Recommended by the Human Resources Committee 5-0) **Pgs. 51-52**
- Ord. No. 753-11/12 – Amending Section 15-322 of the Walworth County Code of Ordinances Relating to Compensatory Time for Highway Employees – *Vote Required: Majority* (Recommended by the Human Resources Committee 5-0) **Pgs. 53-54**
- Res. No. 43-11/12 – Authorizing Write Off of Balance of 2008 Taxes and Waive Interest and Penalties on Parcel GA166600001 – *Vote Required: Two-Thirds* (Recommended by the Finance Committee 5-0) **Pgs. 55-57**
- Res. No. 44-11/12 – Authorizing a \$30,000 Donation to the Wisconsin Dental Association for their 2013 Mission of Mercy – *Vote Required: Majority* (Recommended by the Health & Human Services Board 7-0 and by the Finance Committee 4-0) **Pgs. 58-60**
- Res. No. 47-11/12 – Approving Amendments to the Walworth County Multi-Jurisdictional Comprehensive Plan – *Vote Required: Majority* (Recommended by the County Zoning Agency 7-0) **Pgs. 61-67**
- Res. No. 50-11/12 – Approving the Rules for Implementing the 2013 Adopted Pay Ranges for Certain Hourly Employees – *Vote Required: Majority* (Recommended by the Human Resources Committee 3-2) **Pgs. 68-71**
- Summons and Complaint – Household Finance Corporation III; Plaintiff, vs. Harvey D. Copeland and Elizabeth A. Copeland; Walworth County; Defendants – To be referred to the Executive Committee **Pgs. 72-94**

- Correspondence received from the State of Wisconsin Department of Natural Resources in regard to the Dam Safety Inspection for Lake Beulah Dam – To be referred to the Public Works Committee **Pgs. 95-96**
- Claim for Public Improvement Lien – Rock Road Companies, Inc., Claimant vs. B.R. Amon & Sons, Inc., Prime Contractor, and Walworth County – Walworth County Dept. of Public Works, Public Entity – To be referred to the Executive Committee **Pgs. 97-98**
- *Walworth County Aging & Disability Resource Center News*, November 2012 – To be placed on file

*These items were received after the agenda mailing before the meeting. Other items that were placed on the Supervisors' desks at the meeting are not included on this report. Please contact the County Clerk's office for information regarding those items.*

**ORDINANCE NO. 748-11/12**

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

1 **NOW THEREFORE, THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES**  
 2 **ORDAIN AS FOLLOWS:**

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

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 8 **“Sec. 30-286. Consolidated Fee Schedule.**  
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Description	Fee	Effective Date	Authority
<b>Children with Disabilities Education Board</b>			
Lunch fees	\$2.00 EC; \$2.50 prim/int/jr high; \$2.75 sr high; \$3.25 adult; \$0.50 milk	Aug-12	Wis. School Laws 120.13(10); Public Law 111-296, section 205
Student fee: activity fee	\$16.00	Aug-12	Wis. School Laws FOCUS 5/94
Student fee: snacks/milk	\$8.00	Aug-12	Wis. School Laws FOCUS 5/94
Student fee: summer school	\$30.00	May-12	Wis. Stats. Ch. 118.04(4)
Student fee: swim fee	\$6.00	Aug-12	Wis. School Laws FOCUS 5/94
Student fee: transportation/community-based experiences	\$20.00	Aug-12	Wis. School Laws 121.54(7)
<b>Clerk of Courts</b>			
<b>County fees</b>			
Clerk of courts fees	Actual amount (100% county)	Jan-03	Ord. 231-11/02
Court appointed attorney	Actual amount at \$85.00/hr (100% county)	Jan-08	Ord. 584-11/09
Credit or signature debit card convenience fee (via terminal)	Sliding scale of 2-3% of total fine/costs based on bank contract, minimum \$2.00 charge per transaction	Jun-10	Ord. 619-06/10
Criminal bail forfeiture	Actual amount (100% county)	Jan-03	Ord. 231-11/02
Guardian ad litem (GAL)	\$85.00/hr., \$700.00 up-front charge (100% county)	Jan-08	Ord. 584-11/09
Guardianship packet	\$10.00 (100% county)	Jul-11	Wis. Stats. § 814.66
Interest on judgment	<del>5% or 12%</del> Prime rate plus 1%	<del>Jan-03</del> Dec-11	<del>Ord. 231-11/02</del> , Wis. Stats. <u>ch. 767, 779, 814.07.01(4), 814.04(4), 815.05(8)</u> , <u>Ord. 748-11/12</u>
NSF fee per check	\$30.00 (100% county)	Jan-07	Ord. 393-11/06
Par after separation	\$25.00 (100% county)	Jan-03	Ord. 231-11/02
Par after separation - Instructor	\$25.00 (100% instructor)	Jan-03	Ord. 231-11/02

Description	Fee	Effective Date	Authority
Payment plan	Fines/costs less than \$400.00 to be paid within 30 days of conviction; \$400.00 to \$1,200.00 to be paid at a rate of \$100.00/month; over \$1,200.00 to be based on adjusted net monthly income. All payment plans require down payment of 17% of total fines/costs plus \$15.00 processing fee per payment plan.	April 2, 2006	Ord. 344-03/06
Payment plan processing fee	\$15.00 per payment plan unless an affidavit of indigence or hardship is approved by the judge, based on ability to pay as measured by income.	April 2, 2006	Ord. 344-03/06
Probate certificate-certified copies includes attestation and comparison	\$4.00 + \$1.00/page to copy (100% county)	Jul-05	Wis. Stats. § 814.66
Probate copies	\$1.00/page (100% county)	Jul-05	Wis. Stats. § 814.66
Probate packet w/booklet	\$20.00 (100% county)	Jul-11	Wis. Stats. § 814.66
Small claims answer and counterclaim 3-part form	\$3.00	Jan-03	Ord. 465-11/07
Small claims writ of replevin 3-part form	\$3.00	Jan-03	Ord. 465-11/07
Small claims writ of restitution 3-part form	\$3.00	Jan-03	Ord. 465-11/07
<b>Civil filing fees (CSS-court support services surcharge, JINFO-justice information surcharge, FCCS=family court counseling services fees):</b>			
Appeal - From administrative decision - new trial	\$144.50 (\$55.00 filing fee, \$68.00 CSS, \$21.50 JINFO)	Jul-09	Wis. Stats. § 814.61(8)(am)1
Appeal - From administrative decision or from Municipal Court - on the record or by certiorari	\$129.50 (\$40.00 filing fee, \$68.00 CSS, \$21.50 JINFO)	<del>Jul-11</del> Jul-09	Wis. Stats. § 814.61(8)(am)1
Appeal - From circuit court to court of appeals - civil appeal - transmittal fee	\$15.00 plus postage (100% county)	Jul-05	Wis. Stats. § 814.61(9)
Appeal - From circuit court to court of appeals - filing fee	\$195.00 (no filing fee for state agencies) (100% state)	Jul-05	Wis. Stats. § 809.25(2)(a)1, 814.64
Arbitration - Appointment of arbitrator	\$0.00	Jul-05	Wis. Stats. § 788.04(2)(a)
Arbitration - Compel, confirm, modify, vacate arbitrators award	\$164.50 (\$75.00 filing fee, \$68.00 CSS, \$21.50 JINFO) (100% state)	Jul-09	Wis. Stats. § 814.61(1)
Arbitration - Repurchase of real property	\$94.50 (\$22.00 filing fee, \$51.00 CSS, \$21.50 JINFO) (100% state)	Jul-09	Wis. Stats. § 799.01(1)(cm)
Certificates - Certified copies - includes attestation and comparison	\$5.00/certification + \$1.25/page to copy, (100% county)	Jul-05	Wis. Stats. § 814.61(5)(a), 814.61(10)(a), OAG 4-84
Certificates - Certifying and transmitting documents (includes appeals, changes of venue, foreign judgments)	\$15.00 + postage (100% county)	Jul-05	Wis. Stats. § 814.61(9)
Certificates - Issuing certificate, execution, commission, writ not commencing an action	\$5.00/certification (100% county)	Jul-05	Wis. Stats. § 814.61(5)(a)
Civil action - Jury fee	\$6.00 per juror requested (\$36.00 per 6-person jury or \$72.00 per 12-person jury)	Jul-09	Wis. Stats. § 814.61(4)
Civil action - Money judgment greater than <del>\$5,000.00</del> \$10,000.00 (includes foreclosure)	\$265.50 total (\$30.00 county; \$235.50 state) (\$75.00 filing fee, \$169.00 CSS, \$21.50 JINFO)	Jul-11	Wis. Stats. § 814.61(1)(a), 808.02(1m)

Description	Fee	Effective Date	Authority
Civil action - Money judgment greater than \$5,000.00	\$0.00 This pertains to the cross claim	Jul-11	Wis. Stats. § 814.61
Civil action - Motion costs	\$0.00 to \$300.00 discretion of the Court	Jul-09	Wis. Stats. § 814.07, OAG 1-00
Civil action - Motion to intervene	\$0.00	Jul-05	Wis. Stats. § 803.09
Civil action - No money judgment - Petition for Writ of Certiorari	\$164.50 (\$75.00 filing fee, \$68.00 CSS, \$21.50 JINFO)	Jul-10	Wis. Stats. § 814.61 (8)(am)1, 801.02(5)
Civil action - No money judgment (includes name change, declaratory judgment, habeas corpus, minor settlements, vital statistics amendments after one year and delayed registrations)	\$164.50 total (\$30.00 county; \$134.50 state) (\$75.00 filing fee, \$68.00 CSS, \$21.50 JINFO)	Jul-11	Wis. Stats. § 814.61(1)(a)
Civil action - Personal injury or tort claim greater than \$5,000	\$265.50 (\$75 filing fee, \$52 CSS, \$21.50 JINFO; or small claims fees)	Jul-11	Wis. Stats. §802.02(1m)
Civil action - Petition to require DNA sample	\$0.00	Jul-10	165.76(6), 814.61(1)(c)7
Civil Action - Petition for writ of certiorari	\$129.50	Jul-11	814.61 (8)(am)1, 801.02(5)
Civil action - Taxing authority; permissive use of civil procedures for claims \$10,000.00 or less	\$147.50 total (\$30.00 county; \$117.50 state) (\$75.00 filing fee, \$51.00 CSS, \$21.50 JINFO; or small claims fees)	Jul-11	Wis. Stats. § 799.01(2), 814.85(1)
Civil action - Third party complaint - no money judgment	\$134.50 (\$45.00 filing fee, \$68.00 CSS, \$21.50 JINFO) (100% state)	Jul-09	Wis. Stats. § 814.61
Civil action - Third party complaint - claim less than or equal to \$5,000.00	\$117.50 total (\$10.20 county; \$107.30 state) (\$45.00 filing fee, \$51.00 CSS, \$21.50 JINFO, one fee per action)	Jul-11	Wis. Stats. § 814.61(3), 799.01(1)(cr)
Civil action - Third party complaint - claim greater than \$5,000.00	\$235.50 total (\$20.00 county; \$215.50 state) (\$45.00 filing fee, \$169.00 CSS, \$21.50 JINFO, one fee per action)	Jul-11	Wis. Stats. § 814.61(3), 799.01(1)(cr)
Condemnation appeals - New trial	\$144.50 total (\$32.50 county; \$112.00 state) (\$55.00 filing fee, \$68.00 CSS, \$21.50 JINFO)	Jul-09	Wis. Stats. § 814.61 (8)(am)2
Condemnation appeals - On the record or by certiorari	\$129.50 total (\$17.50 county; \$112.00 state) (\$40.00 filing fee, \$68.00 CSS, \$21.50 JINFO; first class cities only)	Jul-09	Wis. Stats. § 814.61(8)(am), 32.61
Contempt proceedings - Disbursement surcharge per deposit (for deposits in contempt proceedings under ch. 785)	\$10.00 (100% county) (surcharge deducted from deposit)	Jul-05	Wis. Stats. § 814.61(12)(c), 818.12
Copies - Certified	\$5.00/certification + \$1.25/page to copy (100% county)	Jul-11	Wis. Stats. § 814.61(5)(a), 814.61(10)(a), OAG 4-84
Copies - for Dept. of Public Instruction	\$0.00 No fee for copy of complaint and judgment of conviction against a teacher	Jul-09	Wis. Stats. § 973.135
Copies - For public defender	Actual, necessary, and direct	Jul-05	Wis. Stats. § 814.61(10)(b)
Copies - For secretary of state, treasurer, attorney general/DOJ	\$0.00 No fee for these three state offices	Jul-05	Wis. Stats. § 19.25
Copies - For U.S. immigration, certified copies of criminal records	\$0.00	Jul-05	42 USC 3753(a)(11)
Copies - Mandatory forms	\$0.00 (No fee for single copies of blank mandatory forms; may be a fee for forms packets with local instructions.)	Jul-05	Wis. Stats. § 814.61

<b>Description</b>	<b>Fee</b>	<b>Effective Date</b>	<b>Authority</b>
Copies - Regarding veteran's benefits, any state or federal agency	\$0.00	Jul-11	Wis. Stats. § 59.535
Copies - Regular copies and reports	\$1.25/page (100% county)	Jul-05	Wis. Stats. § 814.61(10)(a)
Docketing - Docket judgment, transcript of judgment, lien, warrant, award, satisfaction, assignment	\$5.00 (100% county)	Jul-05	Wis. Stats. § 814.61(5)(b)
E-filing convenience fee (ECF)	\$5.00 Electronic filing available in civil cases in some counties	Jul-09	Wis. Stats. § 758.19(4m)
Family action - Acknowledgment of paternity	\$184.50	Jul-09	Wis. Stats. § 767.805
Family action - Action to compel support or maintenance	\$0.00	Jul-05	Wis. Stats. § 767.08
Family action - Commence action (divorce, annulment, legal separation, acknowledgement of paternity) with no request for support or maintenance	\$184.50 total (\$40.00 county; \$20.00 CFS; \$124.50 state) (\$75.00 filing fee, \$20.00 FCCS, \$68.00 CSS, \$21.50 JINFO)	Jul-11	Wis. Stats. § 814.61(1)(a) and (b)
Family action - Commence action (divorce, annulment, legal separation, acknowledgement of paternity) with request for support or maintenance	\$194.50 total (\$40.00 county; \$20.00 CFS; \$134.50 state) (\$75.00 filing fee, \$20.00 FCCS, \$68.00 CSS, \$21.50 JINFO, \$10.00 fee for parties not receiving public assistance) pursuant to Wis. Stats. § 814.61(13)	Jul-11	Wis. Stats. § 814.61(1)(a) and (b)
Family action - Commence action by child support agency	\$194.50 Fee waived only for paternity cases and Chapter 769	Jul-11	Wis. Stats. § 814.61(1)(c)1
Family action - Commence action by state, Ch. Support agency, GAL	\$0.00	Jul-09	Wis. Stats. § 814.61(1)(c)
Family action - Custody - Updated study	\$100.00 (100% county)	Jan-03	Ord. 231-11/02
Family action - Enforce legal custody, physical placement or visitation order 767.471	\$0.00 (no fee for enforcement motions (contempt))	Jul-09	Wis. Stats. § 767.471(3)(e), 785.03 (contempt)
Family action - Grandparent visitation - In new or pending guardianship	\$60.00 total (\$30.00 county; \$30.00 state) (fee should be filed with register in probate)	Jul-09	Wis. Stats. § 54.56, 814.66(1m)
Family action - Grandparent visitation - in pending family action	\$0.00 (no fee for motion in pending family action)	Jul-05	Wis. Stats. § 767.43
Family action - Grandparent visitation - New action	\$184.50 (\$75.00 filing fee, \$20.00 FCCS, \$68.00 CSS, \$21.50 JINFO) (100% state)	Jul-09	Wis. Stats. ch 767
Family action - Grandparent visitation - Post judgment motion	\$30.00 motion (100% county)	Jul-05	Wis. Stats. § 814.61(7)(a)
Family action - Mediation	\$200.00 or local fee (100% county) (first session free)	Jul-09	Wis. Stats. § 814.615(1)(a)1 and 2, 767.404(5)
Family action - Out-of-county orders - File out-of-county judgment	\$5.00 (\$10.00 to file transcript of judgment; regular fees apply to later motions; no fee for protective orders) (100% county)	Jul-09	Wis. Stats. § 767.281
Family action - Out-of-state custody judgment under Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA)	\$15.00 (regular fees apply to later motions)	Jul-09	Wis. Stats. § 814.61(6), ch 822
Family action - Out-of-state divorce judgment	\$15.00 ( regular fees apply to later motions) (100% county)	Jul-09	Wis. Stats. § 814.61(6), 806.24
Family action - Out-of-state orders - Child support Uniform Interstate Family Support Act (UIFSA) action	\$0.00 (no fee to register and enforce out-of-state support orders)	Jul-05	Wis. Stats. § 814.61(1)(c)2, 769.313

<b>Description</b>	<b>Fee</b>	<b>Effective Date</b>	<b>Authority</b>
Family action - Out-of-state protective order	\$0.00 (no fee for protective orders)	Jul-05	Wis. Stats. § 814.61(1)(c)(d)
Family action - Paternity - Commence action by private party	\$184.50 total (\$75.00 filing fee, \$20.00 FCCS, \$68.00 CSS, \$21.50 JINFO) (100% state)	Jul-09	Wis. Stats. § 814.61(1)(a)
Family action - Paternity - Commence action with request for support	\$194.50 total (\$75.00 filing fee, \$20.00 FCCS, \$68.00 CSS, \$21.50 JINFO, \$10.00 fee for parties not receiving public assistance) (100% state)	Jul-09	Wis. Stats. § 814.61(13)
Family action - Revision of judgment - By stipulation	\$0.00	Jul-05	Wis. Stats. § 814.61(7)(a)
Family action - Revision of judgment - Judgments other than custody or placement (includes revisions of child support under 767.59)	\$30.00 total (\$15.00 county; \$15.00 state)	Jul-09	Wis. Stats. § 814.61(7)(a)
Family action - Revision of judgment - Legal custody or physical placement pursuant to Wis. Stats. § 814.61(7)(b)	\$50.00 total (\$12.50 county; \$25.00 FCS; \$12.50 state)	Jul-09	Revisions under Wis. Stats. § 767.451, 767.481
Family action - Revision of judgment - Paternity	\$0.00 (no motion fee for child support agency, state, GAL, or court-appointed attorney under 767.407(1)(c)1 and 2) (100% county)	Jul-09	Wis. Stats. § 814.61(7)(c)
Family action - Revision of judgment - Support or maintenance	\$0.00 No fee if action is for support or maintenance w/o request for divorce or adjudication of paternity	Jul-10	Wis. Stats. § 767.501, 767.56, 767.57
Family action - Revision of judgment - Terminate parental rights	\$0.00	Jul-10	Wis. Stats. § 814.61(1)(c)4
Family action - Study re legal custody and physical placement	\$300.00 (100% county)	Jul-05	Wis. Stats. § 814.615(1)(a)3
Foreclosure under ch. 846	\$265.50 (\$75.00 filing fee, \$169.00 CSS, \$21.50 JINFO) (100% state)	Jul-09	Wis. Stats. ch 846
Forfeiture of property - Action to seize vehicle, drugs, or other property used in crime under 973.075-077	\$0.00 (no filing fee)	Jul-05	Wis. Stats. § 814.61(1)(c)3, 973.075-077, 961.55-56
Forfeiture, complex - Action for environmental damage, consumer protection, or other significant violation of the public interest	\$0.00 (open as CX case with no fee; civil procedures apply; forfeiture schedule available)	Jul-05	Wis. Stats. - dependent on type of violation.
Garnishment (amount less than or equal to \$10,000.00)	\$92.50 total (\$7.50 county; \$85.00 state) (\$20.00 filing fee, \$51.00 CSS, \$21.50 JINFO per debtor)	Jul-11	Wis. Stats. § 814.62(1), ch. 812
Garnishment (amount greater than \$10,000.00)	\$210.50 total (\$7.50 county; \$203.00 state) (\$20.00 filing fee, \$169.00 CSS, \$21.50 JINFO per debtor)	Jul-11	Wis. Stats. § 814.62(1), ch. 812
Judgments and liens - Docket judgment, FJ, TJ, lien, warrant, satisfaction, writ, execution, assignment	\$5.00 (100% county) (No fee for protective orders, collect both FJ/TJ filing fee & docketing fee if applicable)	Jul-11	Wis. Stats. § 814.61(5)(b)
Judgments and liens - File foreign judgment FJ (from other states, countries, tribes, federal courts)	\$15.00 (100% county)	Jul-05	Wis. Stats. § 814.61(6), 806.24

Description	Fee	Effective Date	Authority
Judgments and liens - File foreign protective order	\$0.00	Jul-05	Wis. Stats. § 814.61(1)(c), (d), 42 USC 3796gg
Judgments and liens - File transcript of judgment TJ (judgments from other Wisconsin counties)	\$5.00 (100% county)	Jul-09	Wis. Stats. § 814.61(5)(b), 806.12-806.17
Judgments and liens - Issue transcript from judgment and lien docket	\$5.00 (100% county)	Jul-05	Wis. Stats. § 814.61(5)(b)
Judgments and liens - Reopen default judgment in forfeiture action	\$0.00 - \$300.00 (amount set in discretion of court)	Jul-05	Wis. Stats. § 814.07, OAG 1-00
Juvenile recoupment - Attorney fee	\$250.00/\$400.00 (25% county; 75% state)	Jan-03	Wis. Stats. § 48.275 and 938.275
Minor settlements - Petition to approve	\$164.50 (\$75.00 filing fee, \$68.00 CSS, \$21.50 JINFO) (100% state)	Jul-09	Wis. Stats. § 807.10
Minor settlements - Receive, handle, or deposit funds	Greater of \$10.00 or 0.5% of funds deposited with clerk (100% county)	Jul-05	Wis. Stats. § 814.61(12)(a)1
Minor settlements - Withdraw funds, per transaction	\$10.00 (100% county)	Jul-05	Wis. Stats. § 814.61(12)(a)1
Name change	\$164.50 (\$75.00 filing fee, \$68.00 CSS, \$21.50 JINFO) (100% state)	Jul-09	Wis. Stats. § 767.51(3m)
Name change - In paternity action, new	\$0.00 (name change may be part of paternity action)	Jul-05	Wis. Stats. § 767.51(3m)
Occupational drivers license petition - File petition	\$40.00 (100% state)	Jul-05	Wis. Stats. § 343.10(4), 351.07(1g), 814.61(14)
Probate - Probate/guardianship filing	2/10 of 1% of total inventory (1/3 to county; 2/3 to state)	Jan-06	Wis. Stats. § 814.66
Receiving and disbursing money - Contempt proceedings, deposits	\$10.00/transaction (100% county)	Jul-05	Wis. Stats. § 814.61(12)(a)
Receiving and disbursing money - Receive trust fund, handle or deposit money (includes general deposits, minor settlements, trust funds, small estates, conservator accounts)	\$10.00+ (greater of \$10.00 or 0.5% of funds deposited with clerk) (100% county)	Jul-09	Wis. Stats. § 757.25, 807.10(3), or 54.12(1)(a), 814.61(12)
Receiving and disbursing money - Withdraw funds	\$10.00/transaction (100% county)	Jul-05	Wis. Stats. § 814.61(12)(a)1
Search - Probate	\$4.00 (100% county)	Jan-03	Wis. Stats. § 814.66(1)(j)
Searches - Search file or record to locate any one action	\$5.00 (per action, when no case number is provided) (100% county)	Jul-05	Wis. Stats. § 814.61(11)
Small claims - Commence action (includes evictions, replevin, arbitration, forfeitures, actions \$10,000.00 or less; consolidated claim of multiple creditors - single action) - except tort/personal injury	\$94.50 (\$10.20 county; \$84.30 state) (\$22.00 filing fee, \$51.00 CSS, \$21.50 JINFO)	Jul-11	Wis. Stats. § 814.62(3)(a), 799.01
Small Claims - Commence action \$5000 or less - tort/personal injury	\$94.50 (\$22.00 filing fee, \$51.00 CSS, \$21.50 JINFO)	Jul-11	Wis. Stats. § 799.01(1)(cr)
Small claims - Cross claim or counterclaim over \$10,000.00	\$125.50 (\$25.80 county; \$99.70 state) (\$53.00 filing fee, \$51.00 CSS, \$21.50 JINFO)	Jul-11	Wis. Stats. § 814.62(3)(b)
Small claims - Demand for jury trial	\$89.00 total (\$53.00 jury demand plus jury fee of \$36.00) (100% county)	Jul-05	Wis. Stats. § 814.62(3)(e) and 814.61(4)
Small claims - Service by mail	\$2.00 /defendant + postage if sent by certified mail (100% county)	Jul-05	Wis. Stats. § 814.62(4)

Description	Fee	Effective Date	Authority
Small claims - Third-party complaint \$5,000.00 or less	\$117.50 (\$45.00 filing fee, \$51.00 CSS, \$21.50 JINFO) (100% state)	Jul-11	Wis. Stats. § 814.61(3), 799.01(cr)
Subpoena - In-state subpoena	\$0.00	Jul-05	Wis. Stats. § 885.01(1)
Subpoena - Out-of-state subpoena to depose WI resident	\$0.00	Jul-05	Wis. Stats. § 887.24
Temporary restraining orders and injunctions - combined actions - no fee, may collect from respondent if convicted of violating TRO	\$0.00	Jun-06	Wis. Stats. § 813.127, 814.61(1)(d)
Temporary restraining orders and injunctions - Domestic abuse, child abuse, vulnerable adult	\$0.00 No fee; may collect fee from respondent if convicted of violating TRO)	Jul-05	Wis. Stats. § 813.12, 812.122, 812.123, 814.61(1)(d)
Temporary restraining orders and injunctions - File foreign or out-of-county protective order	\$0.00	Jul-05	Wis. Stats. § 814.61
Temporary restraining orders and injunctions - harassment, if petition alleges stalking, sexual assault, physical violence, impaired phys. Condition, or threats; may collect fee from respondent if convicted of violating TRO	\$0.00 May collect fee from respondent if convicted of violating TRO	Jun-06	Wis. Stats. § 813.125, 814.61(1)(e)
Temporary restraining orders and injunctions - Other injunctions and restraining orders	\$164.50 (file as civil actions) (100% state)	Jul-09	Wis. Stats. § 814.61
Temporary restraining orders and injunctions - Without allegations above	\$164.50 (\$75.00 filing fee, \$68.00 CSS, \$21.50 JINFO) (100% state)	Jul-09	Wis. Stats. § 814.61(1)
Third party complaint - Claim less than or equal to \$5,000.00	\$117.50 (\$10.20 county; \$107.30 state) (\$45.00 filing fee, \$51.00 CSS, \$21.50 JINFO)	Jul-11	Wis. Stats. § 814.61(3), 799.01(1)(cr)
Third party complaint - Claim greater than \$5,000.00	\$235.50 (\$20.00 county; \$215.50 state) (\$45.00 filing fee, \$169.00 CSS, \$21.50 JINFO, one fee per action)	Jul-11	Wis. Stats. § 814.61(3), 799.01(1)(cr)
Third party complaint - No money judgment requested	\$134.50 (\$45.00 filing fee, \$68.00 CSS, \$21.50 JINFO) (100% state)	Jul-09	Wis. Stats. § 814.61(3)
Transcript from judgment docket - Issue or file transcript	\$5.00 (100% county) Collect both TJ fee and docketing fee if applicable	Jul-05	Wis. Stats. § 814.61(5)(a) and (b)
Transmit documents - Certify and transmit documents on appeal, writ, change of venue, real estate judgments, out-of-state judgments	\$15.00 + postage (100% county)	Jul-05	Wis. Stats. § 814.61(9)
Venue, change of - Civil, receiving court	\$75.00 total (\$30.00 county; \$45.00 state) (fee equal to original filing fee, payable by the party that necessitated the change of venue, no CSS or JINFO)	Jul-05	Wis. Stats. § 814.61(2)
Venue, change of - Civil, transmitting court	\$15.00 + postage, (100% county)	Jul-05	Wis. Stats. § 814.61(9)
Venue, change of - Discretionary	\$0.00	Jul-05	Wis. Stats. § 801.52, 814.61(2)
Venue, change of - Family, receiving court	\$95.00 total (\$30.00 county; \$20.00 FCS; \$45.00 state) (\$75.00 filing fee, \$20.00 FCCS)	Jul-05	Wis. Stats. § 814.61(1)(b), (2)

Description	Fee	Effective Date	Authority
Venue, change of - Family, receiving court, with request for support or maintenance	\$105.00 total (\$40.00 county; \$20.00 FCS; \$45.00 state) (\$75.00 filing fee, \$20.00 FCCS, \$10.00 under 814.61(13))	Jul-05	Wis. Stats. § 814.61(13)
Venue, change of - Small claims, receiving court	\$22.00 total (\$10.20 county; \$11.80 state)	Jul-05	Wis. Stats. § 814.61(2)
Vital statistics - Amendments after one year and delayed registration (name, sex change, birth record, death, marriage, surrogate mother)	\$164.50 (\$75.00 filing fee, \$68.00 CSS, \$21.50 JINFO) (100% state)	Jul-09	Wis. Stats. § 814.61
Wage claim action - DA claim against employer for unpaid wages	DA may choose to file as small claims, civil or criminal action. If small claims or civil, regular filing fee applies.	Jul-09	Wis. Stats. § 109.03(6), 109.11(2) and (3)
Wage earner action - Voluntary debt proceeding	\$31.50 (\$10.00 county; \$12.00 state) (\$10.00 filing fee, \$21.50 JINFO)	Jul-09	Wis. Stats. § 814.62(2), 128.21
Warrants - Failure to pay, failure to appear	\$0.00 (no clerk's fee; sheriff's fees provided under 814.70)	Jul-05	Wis. Stats. § 814.70
Warrants - Satisfaction, voidance or withdrawal	\$5.00 (100% county)	Jul-05	Wis. Stats. § 814.61(5)(b), 71.91(5)(g)
Warrants - Tax warrants, filing and docketing (warrants issued under ch. 70-77)	\$5.00 (100% county)	Jul-05	Wis. Stats. § 814.61(5)(b), 806.11
<b>Fines, Forfeitures and Surcharges (CCAP = Consolidated Court Automation Program):</b>			
Bisphenol A Enforcement Surcharge (BPAS)	50% of fine or forfeiture (100% to Dept. of Agriculture Trade & Consumer Protection)	Jun-15, 2010	Wis. Stats. § 100.335(7)
Child pornography surcharge (CHPRN)	\$500.00 per image (50% DOC, 30% DOJ, 20% Office of Justice Assistance)	Jun-06	Wis. Stats. § 973.042
Clerk fee - Civil forfeiture (CCFP) (applies to most forfeitures; does not apply to smoking, safety belt use, disability ID, or failure to carry proof of insurance violations)	\$25.00 per count (\$5.00 CCAP, \$7.50 county, \$12.50 state)	Jul-10	Wis. Stats. § 814.63(1)(b), 814.63(1)(c)
Clerk fee - Criminal (CCFP) (applies to all criminal actions)	\$163.00 per count (50% <del>6.13%</del> county, 50% <del>98.88%</del> state) (paid when judgment is entered)	<del>Jul-10</del> Jul-11	Wis. Stats. § 814.60
Commercial fish protection surcharge (CFISH)	Amount varies based on value of fish (100% DNR)	Jun-06	Wis. Stats. § 29.984
Consumer protection surcharge (CONPR) (applies to violations of ch. 98 (weights and measures), ch. 100 (marketing and trade practices), and related ordinances and administrative rules) (if the court imposes a fine or forfeiture, the court shall also impose this surcharge)	25% of fine or forfeiture (100% state)	Jul-05	Wis. Stats. § 100.261, 20.115(1)(jb)
Court support services surcharge (CSS) - Civil actions where amount claimed exceeds \$5,000.00; includes personal injury, property damage, foreclosure, even if amount claimed is not specified; includes garnishments and wage claims over \$5,000.00	\$169.00 (100% state)	Jul-05	Wis. Stats. § 814.85(1)(b), 808.02(1)(m)

<b>Description</b>	<b>Fee</b>	<b>Effective Date</b>	<b>Authority</b>
Court support services surcharge (CSS) - Civil actions where no money judgment is sought, such as name change, declaratory judgment, habeas corpus, minor settlements	\$68.00 (100% state)	Jul-05	Wis. Stats. § 814.85(1)(a)
Court support services surcharge (CSS) - Small claims, garnishments, wage claims, and other actions where amount claimed is \$5,000.00 or less	\$51.00 (100% state)	Jul-05	Wis. Stats. § 814.85(1)(c)
Court support services surcharge (CSS) - State and county forfeitures, municipal ordinance violations, appeals from municipal court; does not apply to safety belt or disability ID Card violations or failure to carry proof of insurance	\$68.00 (100% state) (paid when judgment is entered)	Jul-11	Wis. Stats. § 814.85(1)(a)
Crime lab and drug law enforcement surcharge (CLD) - Applies to state law and municipal or county ordinances; does not apply to smoking, non-moving traffic, safety belt violations, disability ID card, or failure to carry proof of insurance under 344.62(2)	\$13.00 per count (if the court imposes a sentence, places a person on probation, or imposes a forfeiture, a separate surcharge shall be imposed for each offense or count) (100% state)	Jul-10	Wis. Stats. § 165.755
Criminal Processing - Applies to all criminal actions; the clerk shall collect the fee when judgment is entered.	\$163.00 (50% county; 50% state)	July 1, 2010	Wis. Stats. § 814.60
DNA analysis surcharge (DNAAS) (requiring a sample is different from imposing a surcharge: 973.047(1) provides that the court shall order any person convicted of a felony to provide a DNA sample to the state crime laboratory so for most offenses, the sample is mandatory and the surcharge is discretionary)	\$250.00 per case (if the court imposes a sentence or places a person on probation for sexual assault crimes under 940.225, 948.02(1), 948.02(2), or 948.025, the court shall impose this surcharge; the court may assess the DNA surcharge if the court imposes a sentence or places a person on probation for any felony judgment in addition to the above offenses) (100% state)	Jul-05	Wis. Stats. § 973.046(1g), 940.225, 948.02(1), 948.02(2), 948.025, 973.047(1)

Description	Fee	Effective Date	Authority
Domestic abuse surcharge (DOMAB)	\$100.00 per count (when the court imposes a sentence on an adult person or places that person on probation, regardless of whether any fine is imposed, the court shall impose this surcharge for each offense if: (1) the court convicts the person of a violation of various crimes listed in 973.055; (2) the court finds that the conduct involved an act by the defendant against a spouse or former spouse, against an adult with whom the defendant resides or formerly resided, or against an adult with whom the defendant has created a child; or (3) the court convicts a person for violation of a temporary restraining order under 813.12(8)(a) or a conforming municipal ordinance) (100% state)	Apr-08	Wis. Stats. § 973.055, 813.12(8)(a)
Driver improvement program surcharge (DIS) (does not apply to failure to carry proof of insurance under 344.62(2))	\$365.00 (if the court imposes a fine or forfeiture for a violation of operating under influence of intoxicant or other drug under 346.63(1) or (5) or a local ordinance in conformity; or injury by intoxicated use of a vehicle under 346.63(2) or (6) or 940.25; or homicide by intoxicated use of a vehicle under 940.09, it shall impose a driver improvement surcharge) (60% county, 40% state)	Jul-11	Wis. Stats. § 346.665, 346.63(1) and (5), 346.63(2) and (6), 940.25, 940.09
Drug abuse program improvement surcharge (DRG)	75% of fine and penalty surcharge (when a fine is imposed for most drug offenses, listed in 961.41, the court shall also impose this surcharge on the amount of the fine and penalty surcharge imposed) (100% state)	Jul-05	Wis. Stats. § 961.41(5)(a)
Drug offender diversion surcharge (DRGOD) (applicable to offenses committed on or after 10/1/05)	\$10.00 per case (if the court imposes a sentence or places a person on probation for property crimes under ch. 943, the court shall impose this surcharge for each conviction) (100% state)	Jul-05	Wis. Stats. § 974.043
E-Filing Convenience Fee (ECF)	\$5.00 per case - users of the electronic filing system under 801.17(7)(d) pay a convenience fee for filing the complaint or petition in the amount set by the Director of State Courts under 758.19(4)	Jul-11	Wis. Stats. § 758.19(4m), 801.17(7)(d)

Description	Fee	Effective Date	Authority
Environmental surcharge (ENV)	20% of fine or forfeiture (if the court imposes a fine or forfeiture for a violation of ch. 280 (pure drinking water), ch. 281 (water and sewage), ch. 283 (pollution discharge elimination), ch. 285 (air pollution), ch. 289 (solid waste facilities), ch. 291 (hazardous waste management), ch. 292 (remedial action), ch. 293 (metallic mining), ch. 295 (nonmetallic mines reclamation: oil and gas), or ch. 299 (general environmental), the court shall impose this surcharge) (100% the state)	Jul-09	Wis. Stats. § 299.93, ch. 280, ch. 281, ch. 283, ch. 285, ch. 289, ch. 291, ch. 292, ch. 293, ch. 295, ch. 299
Fishing net removal surcharge (FNETC) (FNETS)	Cost of Removal + 75% (if the court imposes a forfeiture under <u>29.931(2)(am)</u> for failure to reimburse DNR for costs of removing a net, the court shall impose a fishing net removal surcharge equal to the cost of removing the net plus 75% of the amount of the forfeiture) (100% DNR Conservation Fund)	Jun-06	Wis. Stats. § 29.991
Fishing shelter removal surcharge (FSH)	Varies (defendant to pay the cost of seizure, destruction or sale of the fishing shelter; in addition, the court shall impose a fishing shelter removal surcharge equal to the costs that should have been reimbursed under 29.404(2); if defendant does not reimburse these costs within 20 days, court may also impose forfeiture up to \$100.00 under 29.404(3)) (100% state)	Jul-05	Wis. Stats. § 29.985, 29.404(3)
Great Lakes resources surcharge (GLRES)	75% of fine or forfeiture (100% DNR)	Jun-06	Wis. Stats. § 29.9905
Ignition Interlock Device (IID) Surcharge	\$50.00 (100% county)	July 1, 2010	Wis. Stats. § 343.301 (5)
Jail surcharge (JAIL) (does not apply to smoking, disability ID Card, non-moving traffic, or safety belt violations or failure to carry proof of insurance; does not apply to first offense prohibited alcohol concentration of at least 0.08% but less than 0.10%)	1% of fine or forfeiture or \$10.00, whichever is greater (if the court imposes a fine or forfeiture for a violation of state law or municipal or county ordinance, it shall impose a jail surcharge for each count) (100% county)	Jul-11	Wis. Stats. § 302.46(1)
Justice information surcharge (JINFO) ( does not apply to safety belt violations, disability ID card violations or failure to carry proof of insurance)	\$21.50 (the clerk of circuit court shall collect \$21.50 from any person paying a fee for civil actions under 814.61(1)(a) or (3); administrative and municipal appeals under 814.61(8m); garnishment, wage earner, and small claims actions under 814.62; or forfeiture actions under 814.63(1) (100% state)	Jul-11	Wis. Stats. § 814.86(1)

<b>Description</b>	<b>Fee</b>	<b>Effective Date</b>	<b>Authority</b>
Juvenile delinquency victim witness surcharge (JDVWA)	\$20.00 per case (for violations for which a juvenile is adjudicated delinquent, the court shall, in addition to any disposition imposed under 938.34, impose a delinquency victim and witness assistance surcharge of \$20.00) (100% state)	Jul-05	Wis. Stats. § 938.34(8d)
Municipal fee (does not apply to safety belt violations or failure to carry proof of insurance)	\$5.00 (upon disposition of a forfeiture action in circuit court for violation of a county, town, city, village, town sanitary district or public inland lake protection and rehabilitation district ordinance, the above government unit shall pay a nonrefundable \$5.00 fee) (100% county)	Jul-10	Wis. Stats. § 814.63(2)
Natural resources restitution surcharge (NREST)	Varies (equal to the amount of the fee of the license or stamp that should have been paid; if the court imposes a natural resources surcharge for violation of ch. 29, ch. 169, or a related order the court shall impose this surcharge also) (100% state)	Jul-05	Wis. Stats. § 29.989, 169.46(2)
Natural resources surcharge (NATR)	75% of fine or forfeiture (if the court imposes a fine or forfeiture for violation of ch. 29 (wild animals and plants) or ch. 169 (captive wildlife) or related order, the court shall impose this surcharge) (100% state)	Jul-05	Wis. Stats. § 29.987, 169.46(1)
Occupational license fee - for filing a petition for occupational license under 343.10(4) or 351.07	\$40.00 (100% to county; for habitual traffic offenders under 351.07, 50% to state, 50% to county)	Jul-05	Wis. Stats. § 814.61(14), 343.10(4), (6), 351.07(1g)
Penalty surcharge (PEN) (does not apply to smoking, disability ID card, non-moving traffic, or safety belt violations or failure to carry proof of insurance)	26% of fine or forfeiture (if the court imposes a fine or forfeiture for a violation of state law or municipal or county ordinances, it shall impose a penalty surcharge) (100% state)	Jul-11	Wis. Stats. § 757.05
Railroad crossing improvement surcharge (RRCI)	50% of forfeiture (if the court imposes a forfeiture under 346.49(1g), (2m)(a), (am), or (b), for a violation of 346.44, 346.45, or 346.46(3), the court shall impose this surcharge (100% state)	Jul-11	Wis. Stats. § 346.495, 346.65(4r), 346.177

Description	Fee	Effective Date	Authority
Restitution administrative surcharge (REST5)	5% of total fines, surcharges, costs, etc. (if defendant is not placed on probation or sentenced to prison, the court may order that restitution be paid to the clerk of circuit court for transfer to the appropriate person; if defendant is placed on probation, restitution paid to Dept. of Corrections for transfer to the appropriate person; surcharge equals 5% of the total amount of restitution, costs, attorney fees, fines and surcharges, including the 10% restitution surcharge; the complete name and address of the party to be paid should be provided) (100% state)	Jul-05	Wis. Stats. § 973.20(11)(a)
Restitution surcharge (RST10)	10% of any restitution ordered (if the court orders restitution under 973.20(1r), the court shall impose as a surcharge an amount equal to 10% of the restitution ordered) (100% county)	Jul-09	Wis. Stats. § 973.06(1)(g)
Sheriff's surcharge (WF)	Varies (the necessary disbursements and surcharges of officers allowed by law and incurred in connection with the arrest, preliminary examination and trial of the defendant; use amount on the bench warrant or order to produce; if none, don't assess) (100% county)	Jul-05	Wis. Stats. § 973.06(1)(a), 814.70
Snowmobile registration restitution payments (SNOW) (not treated as restitution for purposes of the restitution surcharge under 973.06(1)(g))	Varies (if court imposes a forfeiture for a violation of ch. 350 where payment of a snowmobile registration fee is required, the court shall impose a snowmobile registration restitution payment equal to the required fee that should have been paid; do not treat this as restitution for purposes of the restitution surcharge under Wis. Stats. § 973.06(1)(g))	Jul-11	Wis. Stats. § 350.115
Special prosecution clerks surcharge (MILWP)	\$3.50 Milwaukee only (applies whenever the Justice Information Surcharge is assessed; 100% to state to reimburse Milwaukee County DA)	Jul-09	Wis. Stats. § 814.86(1m)
Supplemental food enforcement surcharge (formerly WIC) (FOOD)	50% of fine or forfeiture (if a court imposes a fine, forfeiture or recoupment for a violation of this subsection, the court shall impose this surcharge) (100% state)	Jul-05	Wis. Stats. § 253.06(4)(c)

Description	Fee	Effective Date	Authority
Truck driver education surcharge (TRUCK)	\$8.00 per count (if the court imposes a fine or forfeiture for a violation of ch. 346-348 or a rule issued under ch. 346-48 and the violation involved a commercial motor vehicle, the court shall impose a truck driver education surcharge of \$8.00) (100% state)	Jul-10	Wis. Stats. § 349.04(1)
Uninsured employers surcharge (UNEMP)	75% of fine or forfeiture (when an employer fails to comply with ch. 102.16(3) or 102.28(2) (worker's compensation) and if the court imposes a fine or forfeiture, it shall impose this surcharge) (100% state)	Jul-05	Wis. Stats. § 102.85(4)(a)
Victim witness surcharge (VWA) (VWAB)	Misdemeanor \$67.00; felony \$92.00; Part A=\$40.00/\$65.00, Part B=\$20.00/\$20.00, Part C=\$7.00/\$7.00 (if the court imposes a sentence or places a person on probation, the court shall impose the crime victim and witness assistance surcharge for each offense or count; surcharge applies even if no fine or forfeiture is imposed; surcharge also imposed if the complaint charged one or more crimes and, as a result of the complaint being amended, the defendant is found guilty of a forfeiture in lieu of one of those crimes. Either the felony or misdemeanor surcharge applies depending on the crime originally charged in the complaint. In this case, the entire surcharge goes to Part A.) (100% state)	Jul-11	Wis. Stats. § 973.045(1)
Weapons surcharge (WEAP)	75% of fine or forfeiture (if the court imposes a fine or forfeiture for a violation of this section, the court shall impose a weapons surcharge) (100% state)	Jul-05	Wis. Stats. § 167.31(5)(a)
Wild animal protection surcharge (WLDAN)	Varies by animal (if the court imposes a fine or forfeiture under this chapter for unlawful killing, wounding, catching, taking, trapping or possession of a wild animal specified in par(b), the court may impose this surcharge; surcharge is imposed per animal-see Wis. Stats. § 29.983(b) for detail) (100% state)	Jul-05	Wis. Stats. § 29.983(1)(a)
Wildlife violator compact surcharge (WVCS)	\$5.00 per count (if the court imposes a fine or forfeiture for a violation of Ch. 29 or an order issued under it) (100% DNR Conservation Fund)	Apr-06	Wis. Stats. § 29.99
<b>Coroner</b>			
Cremation permit	<del>\$225.00</del> \$235.00	<del>Jan-12</del> Jan-13	Wis. Stats. § 979.10

Description	Fee	Effective Date	Authority
<b>County Clerk</b>			
Annual subscription - Co. board agenda	\$20.00	Jan-06	Ord. 321-11/05
Annual subscription - Co. board packet	\$100.00	Jan-03	Ord. 231-11/02
CD data disc	\$5.00	Jan-12	Ord. 695-11/11
County directory (person outside normal distribution or replacements) - Hand delivered	\$1.00	Jan-04	Ord. 246-10/03
County directory (person outside normal distribution or replacements) - Mailed	\$2.00	Jan-04	Ord. 246-10/03
Declaration of domestic partnership or termination of domestic partnership	\$80.00 total - \$55.00 County; \$25.00 state; \$10.00 waiver if applicable	Aug. 3, 2009	Wis. Act 28 Wis. Stats. § 770.17 and 770.07(1)(b)(2)
Declaration of domestic partnership or termination of domestic partnership	\$10.00 fee for duplication; emergency/after hours pick up; \$35.00; \$2.00 fee to mail the declaration	Aug. 14, 2009	Ord. 569-08/09
Marriage license	\$80.00 total - \$35.00 county; \$20.00 family court; \$25.00 state; \$10.00 waiver if applicable; \$10.00 fee for duplication; emergency/after hours pick up; \$35.00; \$2.00 fee to mail the license	Jan-09	Wis. Stats. § 765.05; Ord. 518-11/08
Photocopies	\$0.25	Jan-12	Ord. 695-11/11
<b>District Attorney</b>			
Copy of CD/DVD	\$10.00	Jan-09	Ord. 584-11/09
Photocopy charge	\$1.25 per page	Nov-04	Ord. 276-11/04
<b>Finance</b>			
Check reissuance fee	\$10.00	Jan-09	Ord. 518-11/08
Payroll garnishments (excluding fed/state tax debts)	\$15.00 initial fee; \$3.00 per pay period	Nov-04	Wis. Stats. § 812.42(2)(c); Ord. 518-11/08
Replacement of employee identification cards	\$5.00/replacement	Mar-06	Ord. 344-03/06
<b>General</b>			
Annual dog license	<del>\$6.00 neutered males or spayed females, over 5 months in age on January 1 of any year, or 5 months of age within the license year before the date the dog becomes 5 months of age; \$3.00 neutered males or spayed females which become 5 months of age after July 1 of the license year; \$11.00 unneutered males or unspayed females, over 5 months in age on January 1 of any year, or 5 months of age within the license year before the date the dog becomes 5 months of age; \$5.50 unneutered males or unspayed females which become 5 months of age after July 1 of the license year</del>	For license years 2010, 2011 & 2012	Wis. Stats. Ch 174; Ord. 712-02/12

<b>Description</b>	<b>Fee</b>	<b>Effective Date</b>	<b>Authority</b>
Annual dog license	\$9.00 neutered males or spayed females, over 5 months in age on January 1 of any year, or 5 months of age within the license year before the date the dog becomes 5 months of age; \$4.50 neutered males or spayed females which become 5 months of age after July 1 of the license year; \$15.00 unneutered males or unsplayed females, over 5 months in age on January 1 of any year, or 5 months of age within the license year before the date the dog becomes 5 months of age; \$7.50 unneutered males or unsplayed females which become 5 months of age after July 1 of the license year	For license years beginning 2013	Wis. Stats. Ch 174; Ord. 712-02/12
Credit or signature debit card convenience fee for all departments unless otherwise specifically stated by department (via terminals)	Sliding scale of 2-3% of total costs based on bank contract, minimum \$2.00 charge per transaction	Jun-10	Ord. 619-06/10
Credit or signature debit card convenience fee for all departments unless otherwise specifically stated by department (via online services)	2.49% of total costs, minimum \$2.00 charge per transaction	Jun-10	Ord. 619-06/10
PIN debit card convenience fee for all departments unless otherwise specifically stated by department (via terminal)	\$2.00/ transaction	Jan-12	Ord. 619-06/10
Photocopies (not listed separately for specific department)	\$0.10	Jan-04	Ord. 246-10/03
<b>Health and Human Services</b>			
AODA - Urinalysis	\$10.00/each	Jun-08	Wis. Stats. § 51.42, Wis. Stats. § 938.34
Birth to 3 Administration Cost Share	\$150.00/month	Jan-12	Wis. Stats. § Administrative Rule Chapter DHS 90
BSW/CSAC/SAC Assessment	\$119.00/hour	Jan-12	Wis. Stats. § 51.42
BSW/CSAC/SAC group therapy	\$54.00/group	Jan-12	Wis. Stats. § 51.42
BSW/CSAC/SAC individual therapy	\$119.00/hour	Jan-12	Wis. Stats. § 51.42
CATE Intake Assessment	\$125.00/hour	Jan-12	Wis. Stats. § 346.65
CATE Initial Book Fee	\$20.00/one time charge	Jun-08	Wis. Stats. § 51.42
CATE Group Treatment Fee	\$51.00/per week	Jun-08	Wis. Stats. § 346.65
CATE Surveillance/monitoring without bracelet	\$12.00/per day	Jan-12	Wis. Stats. § 346.65
CATE Surveillance/monitoring with bracelet	\$17.00/per day	Jan-12	Wis. Stats. § 346.65
CATE Program Fee	\$95.00/per week	Jan-13	Wis. Stats. § 346.65
Child s48.295 problems exam	\$200.00/hour	Jan-07	Wis. Stats. § 48.295
Child s48.33 disposition exam	\$200.00/hour	Jan-07	Wis. Stats. § 48.295
Child - Behavior analysis	\$120.00/hour	Jan-12	Wis. Stats. § 938.39(2)
Child - In home care	\$70.00-\$110.00/hour	Jan-10	Wis. Stats. § 48.36(2)
Child - Parent education	\$40.00/hour	Jan-10	Wis. Stats. § 48.36(2)
Child - Urinalysis confirmation for youth or parent	\$19.00-\$31.20/test	Jan-10	Wis. Stats. § 48.361 (2)(c), Wis. Stats. § 938.361 (2)(c)
Civil commitment - Final commitment	\$200.00/hour	Jan-07	Wis. Stats. § 51.20(18)(a)
Civil commitment - Probable cause	\$200.00/hour	Jan-07	Wis. Stats. § 51.20(18)(a)

Description	Fee	Effective Date	Authority
Civil commitment - Recommitment	\$200.00/hour	Jan-07	Wis. Stats. § 51.20(18)(a)
Conference Room Use Fees	\$15.00 set up fee	Jan-06	Ord. 393-11/06
Copy fees - attorney-SS	\$75.00 per mental impairment questionnaire	Jul-07	Wis. Stats. § 51.42
Copy fees - certified records	\$17.50 minimum charge (under 5 pages), \$22.50 minimum charge (over 5 pages), per page cost \$0.31 in addition to minimum charge, service fee \$18.00/hour, postage costs	Jan-12	Wis. Stats. § 146.83(3M) and 908.3(1M)(d) Chapter DHS 117
Copy fees - child support payment history	\$10.00 per year including current and partial years up to 6 years prior from date of request. (no charge for a 3 month print-out); \$20.00 per year for all records more than 6 years old	Jan-10	Wis. Stats. § 19.35(3)(a)
Copy fees - non-client requests (worker's comp, attorneys, mental health, alcohol and drug)	\$12.50 minimum charge (under 5 pages), \$15.00 minimum charge (over 5 pages) per page cost \$0.31 in addition to minimum charge, service fee \$18.00/hour, postage costs	Jan-12	Wis. Stats. § 146.83(3M) and 908.3(1M)(d) Chapter DHS 117
Copy fees - patient/client	Per page cost \$0.31, postage costs	Jan-12	Wis. Stats. § 146.83(3M) and 908.3(1M)(d) Chapter DHS 117
Copy fees - social security	\$26.00 per assessment	Jan-12	Wis. Stats. § 51.42
Court ordered AODA - Assessment	\$135.00/Individual Assessment	Jan-12	Wis. Stats. § 51.42
Court ordered OWI - Assessment	\$225.00/assessment	Jan-12	Wis. Stats. § 51.42
Court ordered OWI - Assessment amendment	\$75.00/assessment	Jan-12	Wis. Stats. § 51.42
Court ordered OWI - Assessment (multiple assessment fee)	\$100.00/each additional assessment	Jan-12	Wis. Stats. § 51.42
Court ordered OWI - Failed appointment fee	\$40.00	Jan-10	Wis. Stats. § 51.42
CSP - Urinalysis	\$5.00/each	Jan-12	Wis. Stats. § 51.42, Wis. Stats. § 938.34
Custody study	\$300.00/hour	Jan-03	Wis. Stats. § 814.615(1)(a)2
Guardianship Study- Permanent	\$464.20/study (ave. time to complete 5 hours × \$92.84 (case management rate))	Jan-11	Wis. Stats. ch 54
Guardianship, successor, comprehensive eval.	\$206.00/study (3% increase)	Jan-12	Wis. Stats. ch 54
IOP Day treatment	\$32.00/hour	Jan-12	Wis. Stats. § 51.42
IOP Urinalysis	\$10.00/each	Jan-12	Wis. Stats. § 51.42
Juvenile s938.295 problems exam	\$200.00/hour	Jan-07	Wis. Stats. § 938.295(1)
Juvenile s938.33 disposition exam	\$200.00/hour	Jan-07	Wis. Stats. § 938.295(1)
Juvenile - Behavior analysis	\$120.00/hour	Jan-12	Wis. Stats. § 51.42 or § 938.39(2)
Juvenile - In home care	\$70.00-\$110.00/hour	Jan-12	Wis. Stats. § 51.42 or § 938.39(2)
Juvenile delinquent - Electronic monitoring with GPS	\$19.00/day	Jan-12	Wis. Stats. § 938.36(2)
Juvenile delinquent - Mentoring	\$32.00-37.00/hour	Jan-12	Wis. Stats. § 938.36(2)
Masters Assessment	\$149.00/hour	Jan-12	Wis. Stats. § 51.42
Master's group therapy	\$84.00/hour	Jan-12	Wis. Stats. § 51.42
Master's individual therapy	\$149.00/hour	Jan-12	Wis. Stats. § 51.42
MD medication management	\$85.00/ 15 min	Jan-12	Wis. Stats. § 51.42
MD psychiatrist assessment	\$209.00/hour	Jan-12	Wis. Stats. § 51.42
Nursing administration fee (set-up)	\$37.50/medication administration session	Jan-12	Wis. Stats. § 51.42

Description	Fee	Effective Date	Authority
Nursing medication - Haloperidol	\$30.00/1 cc injection	Jan-12	Wis. Stats. § 51.42
Nursing medication - Prolixin Decanoat	\$15.00/1cc injection	Jan-12	Wis. Stats. § 51.42
Nursing office visit	\$30.00/visit	Jan-12	Wis. Stats. § 51.42
PhD assessment	\$179.00/hour	Jan-12	Wis. Stats. § 51.42
PhD - group therapy	\$114.00/hour	Jan-12	Wis. Stats. § 51.42
PhD - individual therapy	\$179.00/hour	Jan-12	Wis. Stats. § 51.42
PhD psychological testing	\$179.00/hour	Jan-12	Wis. Stats. § 51.42
PhD psychological testing performed by technician	\$108/hour	Jan-12	Wis. Stats. § 51.42
Public Health - Nurse Visit	\$42.50	Jan-08Jan-13	Fed Reg-Vol 53 No 102; Ord. 321-11/05 Wis. Stats. § 146 Adm. Code 252
Public health - Pregnancy test	\$10.00 per test	Jan-07Jan-13	Fed Reg-Vol 53 No 102; Ord. 393-11/06 DHS 140.5
Public Health - Radon Test Kit (long term)	<del>\$10.00</del> \$20.00	Jan-09Jan-13	Wis. Stats. § 254.33
Public Health - Radon Test Kit (short term)	\$10.00	Jan-12	Wis. Stats. § 254.33
Public health - TB skin test, adult	\$10.00/test	Jan-12Jan-13	Fed Reg-Vol 53 No 102 Wis. Stats. § 146. Adm. Code 252
Public health - TB skin test, child	\$5.00/test	Jan-12Jan-13	Fed Reg-Vol 53 No 102 Wis. Stats. § 146. Adm. Code 252
Public health - Vaccine administration, child under age 3	\$5.00 per ehildvaccine	Jan-12Jan-13	Fed Reg-Vol 53 No 102; Ord. 246-10/03 Wis. Stats. § 146. Adm. Code 252
Public health - Vaccine administration, Child 3 yrs - 18 yrs	\$5.00/shot	Jan-12Jan-13	Fed Reg-Vol 53 No 102 Wis. Stats. § 146. Adm. Code 252
Public health - Vaccine administration, 19+ yrs	\$10.00 per vaccine	Jan-12Jan-13	Fed Reg-Vol 53 No 102 Wis. Stats. § 146. Adm. Code 252
Public health - Vaccine administration, family fee	<del>\$30.00</del> \$40.00 per family	Jan-12Jan-13	Fed Reg-Vol 53 No 102 Wis. Stats. § 146. Adm. Code 252
Public Health – Vaccine, adult Hepatitis A	\$35.00/dose	Jan-13	Wis. Stats. § 146. Adm. Code 252
Public Health – Vaccine, adult Hepatitis B	\$35.00/dose	Jan-13	Wis. Stats. § 146. Adm. Code 252
Public Health – Vaccine, adult Hepatitis A & B	\$55.00/dose	Jan-13	Wis. Stats. § 146. Adm. Code 252
Public health - Vaccine, adult, Influenza	\$30.00/shot	Jan-12Jan-13	Fed Reg-Vol 53 No 102; Ord. 649-11/10 Wis. Stats. § 146. Adm. Code 252
Public Health – Vaccine Meningococcal Conjugate	\$80.00/dose	Jan-13	Wis. Stats. § 146. Adm. Code 252
Public Health – Vaccine, Measles, Mumps, Rubella (MMR)	\$45.00/dose	Jan-13	Wis. Stats. § 146. Adm. Code 252
Public Health – Vaccine, Human Papilloma Virus (HPV)	\$125.00/dose	Jan-13	Wis. Stats. § 146. Adm. Code 252
Public health - Vaccine, adult, Pneumonia	65.00/shot	Jan-12Jan-13	Fed Reg-Vol 53 No 102; Ord. 321-11/05 Wis. Stats. § 146. Adm. Code 252
Public Health – Vaccine, adult, Tetanus Diphtheria Toxoid (TD)	\$20.00/dose	Jan-13	Wis. Stats. § 146. Adm. Code 252
Public Health- Vaccine, adult, Tetanus, Toxoid & Acellular Pertussis (Tdap)	\$35.00/dose	Jan-13	Wis. Stats. § 146. Adm. Code 252

Description	Fee	Effective Date	Authority
Public Health – Vaccine, adult, Varicella	\$65.00/dose	Jan-13	Wis. Stats. § 146.Adm. Code 252
Public health - Vaccine, adult, Zoster Vax	\$175.00/shot	Jan-12Jan-13	Fed. Reg. Vol 53 No 102 Wis. Stats. § 146.Adm. Code 252
Public health - Water test, Bacteria sample	\$25.00\$27.00	Jan-12Jan-13	Wis. Admin. Code NR809 and 812
Public Health - Water test, Nitrate	\$35.00\$37.00	Jan-12Jan-13	Wis. Admin. Code NR809 and 812
Public Health - Water test, Nitrate, Repeat	\$27.00\$30.00	Jan-11Jan-13	Wis. Admin. Code NR809 and 812
Public Health - Water test, Nitrite	\$27.00\$29.00	Jan-11Jan-13	Wis. Admin. Code NR809 and 812
Transportation - Lakeland Health Care Ctr.	\$20.00 for 10 miles; plus \$1.60 for each add'l mile	Jan-07	Wis. Stats. § 85.21(4)(c)1
Transportation - Medical (Beloit, Janesville, Harvard, Mukwonago, Burlington, Fort Atkinson)	\$15.00/one-way trip	Jan-08	Wis. Stats. § 85.21(4)(c)1
Transportation - Medical (Waukesha, Milwaukee, Madison, Kenosha, Racine, Rockford, Monroe)	\$25.00/one-way trip	Jan-08	Wis. Stats. § 85.21(4)(c)1
Transportation - Medical in Walworth County in residents community	\$4.00/one-way trip	Jan-08	Wis. Stats. § 85.21(4)(c)1
Transportation - Medical in Walworth County outside residents community	\$6.00/one-way trip	Jan-08	Wis. Stats. § 85.21(4)(c)1
Transportation - Shopping/nutrition	\$3.00/one-way trip	Jan-08	Wis. Stats. § 85.21(4)(c)1
<b>Information Technology/Land Information</b>			
Address Assignment Administration	\$75.00	Jan-12	Ord. 748-11/12
Custom Map/Custom Data Requests	\$60.00/hr	Jan-11	Ord. 649-11/10
Data	\$200.00/data set	Nov-04	Ord. 276-11/04
<b>Reports:</b>			
Municipality	\$20.00	Nov-04	Ord. 276-11/04
Subdivision	\$5.00	Nov-04	Ord. 276-11/04
Print Screens	\$1.00/page	Nov-04	Ord. 276-11/04
<b>Labels:</b>			
Municipality	\$30.00	Nov-04	Ord. 276-11/04
Subdivision	\$8.00	Nov-04	Ord. 276-11/04
<b>System Access:</b>			
Processing CPU	\$0.80 per unit	Jan-09	Ord. 518-11/08
Communication Connection	\$50.00 monthly per account	Jan-09	Ord. 518-11/08
<b>Lakeland Health Care Center</b>			
Fax	\$1.00/page	Nov-04	Ord. 276-11/04
Medical records	\$0.31/page + delivery and certifying fee, if applicable Paper copies: \$1.00 per page for the first 25 pages; \$0.75 per page for pages 26-50; \$0.50 per page for pages 51 to 100; and \$0.30 per page for pages 101 and above. A single retrieval fee of \$20.00 for all copies requested if the requester is not the resident or a person authorized by the resident.	Jan-09Jan-13	HSS 117.05 Wis. Stats. § 146.83
Photocopies	\$0.10/page	Jan-09	Ord. 518-11/08
Private pay room rates - ICF-1 Level-of-Care	\$224.00 per day	Jan-10	Ord. 584-11/09

Description	Fee	Effective Date	Authority
Private pay room rates - ISN Level-of-Care	\$286.00 per day	Jan-10	Ord. 584-11/09
Private pay room rates - SNF Level-of-Care	\$255.00 per day	Jan-10	Ord. 584-11/09
<b>Land Use and Resource Management</b>			
Animal – Livestock siting facility review	\$200.00	Jan-13	Wis. Stats §93.90; ATCP51
Animal waste storage ordinance - Nutrient mgmt. plan review/conditional use	\$125.00	Jan-03	Code ch. 6, art. IV
Animal waste storage ordinance - Permit storage facility	\$200.00	Jan-03	Code ch. 6, art. IV
Citation inspection fees	\$200.00/visit	Jan-11	Wis. Stats. § 59.69; Code ch 26, Art. I, II, III ; Code Ch. 74
Concert and event license	\$2,000.00	Nov-04	Wis. Stats. § 59.56(12); Ord. 281-11/04
Double permit fee - may be charged if work is started before obtaining proper county permit(s)		Jan-07	Ord. 393-11/06
Erosion control - 1 and 2-family residences, and residential add. less than 1 acre of land disturbance	\$175.00	Jan-09	Code ch. 26, art. III
Erosion control - Permit renewal	1/2 of original fees not to exceed \$1,000.00	Jan-11	Code ch. 26, art. I, II, III
Erosion control - Decks/post holes only (open deck/fence)	\$50.00	Jan-09	Code ch. 26, art. II
Erosion control - Stormwater preliminary review	\$350.00	Jan-11	Code ch. 26, Art. II
Erosion control - Excavated/decks/patios and post hole additions 10,000 or less sq. ft. of land disturbance	\$100.00	Jan-09	Code ch. 26, art. and II
Erosion control - Inground swimming pool greater than 10,000 sq. ft. of land disturbance	\$150.00 plus \$0.005/sq. ft. disturbed	Jan-09	Code ch. 26, art. II, Ord. 518-11/08
Erosion control - Landscaping w/ structures, retaining walls or stairways greater than 10,000 sq. ft. of land disturbance	\$150.00 and \$0.005/sq. ft. disturbed	Jan-09	Code ch. 26, art. II, Ord. 518-11/08
Erosion control - Retaining walls or stairways 10,000 or less sq. ft. of land disturbance	\$150.00	Jan-09	Code ch. 26, art. II
Erosion control - Storage structures, garages, accessory structures, etc.	\$150.00	Jan-09	Code ch. 26, art. II
Erosion control - Stormwater preliminary review-Waterfront	\$400.00	Jan-11	Code ch. 26, art. I, Ord. 518-11/08
Erosion control - Swimming pool 10,000 or less sq. ft. of land disturbance	\$150.00	Jan-09	Code ch. 26, Art. II
Erosion control - Waterfront - Decks/post holes only (open deck/fence)	\$100.00	Jan-11	Code ch. 26, art. II, Ord. 518-11/08
Erosion control - Waterfront - Landscaping w/structures, retaining walls or stairways greater than 10,000 sq. ft. of land disturbance	\$300.00 and \$0.005/sq. ft. disturbed	Jan-09	Code ch. 26, art. I and II, Ord. 518-11/08

Description	Fee	Effective Date	Authority
Erosion control - Waterfront - Retaining walls or stairways/shoreyard landscaping 10,000 or less sq. ft. of land disturbance	<del>\$200.00</del> \$225.00	<del>Jan-09</del> Jan-13	Code ch. 26, art. II, Ord. 518-11/08
Erosion control - Waterfront - Storage structures, garages, boathouses, accessory structures, etc.	<del>\$200.00</del> \$225.00	<del>Jan-09</del> Jan-13	Code ch. 26, art. II, Ord. 518-11/08
Erosion control - Waterfront - Swimming pool 10,000 or less sq. ft. of land disturbance	<del>\$200.00</del> \$225.00	<del>Jan-09</del> Jan-13	Code ch. 26, art. II, Ord. 518-11/08
Erosion control - Waterfront - Swimming pool greater than 10,000 sq. ft. of land disturbance	\$300.00 and \$0.005/sq. ft. disturbed	Jan-09	Code ch. 26, art. I and II, Ord. 518-11/08
Erosion control - Waterfront 1 and 2-family residences, residential add. less than 1 acre of land disturbance	\$300.00 and \$50.00 for each accessory building included with application	Jan-09	Code ch. 26, art. III, Ord. 518-11/08
Erosion control - Waterfront excavated/decks/patios 10,000 or less sq. ft. of land disturbance	<del>\$200.00</del> \$225.00	<del>Jan-09</del> Jan-13	Code ch. 26, art. II, Ord. 518-11/08
Erosion control and stormwater - Multi-family residential greater than 2 units	<del>\$90.00</del> \$100.00/unit plus \$0.005/sq. ft. disturbed	<del>Jan-09</del> Jan-13	Code ch. 26, art. I and II
Erosion control and stormwater - Revisions	1/2 of original fees not to exceed <del>\$500.00</del> \$1,000.00	<del>Jan-08</del> Jan-13	Code ch. 26, art. I, II, III
Erosion control and stormwater - Revisions - Waterfront	1/2 of original fees not to exceed <del>\$500.00</del> \$1,000.00	<del>Jan-09</del> Jan-13	Code ch. 26, art. I, II, and III, Ord. 518-11/08
Erosion control and stormwater - Waterfront - Multi-family residential greater than 2 units	<del>\$200.00</del> \$225.00/unit and \$0.005/sq. ft. disturbed	<del>Jan-09</del> Jan-13	Code ch. 26, art. I and II, Ord. 518-11/08
Erosion control with stormwater - greater than 1 acre of land disturbance for 1 and 2 family residential construction	\$300.00 plus \$0.005/sq. ft. disturbed	Jan-09	Code ch. 26, art. I, III
Erosion control with stormwater - greater than 1 acre of land disturbance 1 and 2 family residential construction - Waterfront	<del>\$300.00</del> \$325.00 and \$0.005/sq. ft. disturbed	<del>Jan-09</del> Jan-13	Code ch. 26, art. II, Ord. 518-11/08
Farmland Preservation Certificate	\$15.00	Nov-04	Ord. 276-11/04
Lake District Hearings	\$250.00 plus postage	Jan. 1, 2012	Wis. Stats ch. 33
Land disturbance activities - driveway construction up to 2,500 sq. ft.	\$50.00	Jan-09	Code ch. 26, art. II
Land disturbance activities - Grading, filling or excavating greater than 10,000 sq. ft.	\$150.00 plus \$0.005/square foot	Jan-09	Code ch. 26, art. I and II
Land disturbance activities - Grading, filling or excavating up to 10,000 sq. ft. no structures	\$150.00	Jan-09	Code ch. 26, art. II
Land disturbance activities - Nonmetallic mining erosion control and stormwater	\$150.00 plus \$0.005/square foot	Jan-09	Code ch. 26, art. II and IV
Land disturbance activities - Pond construction 10,000 sq. ft. or greater	\$150.00 plus \$0.005/square foot	Jan-09	Code ch. 26, art. II
Land disturbance activities - Pond construction less than 10,000 sq. ft.	<del>\$150.00 plus \$0.005/square foot</del>	<del>Jan-09</del> Jan-13	Code ch. 26, art. II
Land disturbance activities - Road and driveway construction greater than 2,500 sq. ft.	\$150.00 plus \$0.005/square foot of disturbance	Jan-09	Code ch. 26, art. I and II

Description	Fee	Effective Date	Authority
Land disturbance activities - Utilities greater than 300 linear feet without structure	\$150.00 plus \$0.075/linear foot	Jan-09	Code ch. 26, art. II
<u>Land disturbance activities – Utilities – Waterfront directional boring only less than 2,500 sq. ft.</u>	<u>\$50.00</u>	<u>Jan-13</u>	<u>Code ch. 26, art. II</u>
Land disturbance activities - Waterfront - Driveway construction up to 2,500 sq. ft.	\$200.00	Jan-09	Code ch. 26, art. II, Ord. 518-11/08
Land disturbance activities - Waterfront - Grading, filling or excavating up to 10,000 sq. ft. no structures	<del>\$200.00</del> <u>\$225.00</u>	<del>Jan-09</del> <u>Jan-13</u>	Code ch. 26, art. II, Ord. 518-11/08
Land disturbance activities - Waterfront - Grading, filling or excavating greater than 10,000 sq. ft.	\$300.00 plus \$0.005/square foot	Jan-09	Code ch. 26, art. I and II, Ord. 518-11/08
Land disturbance activities - Waterfront - Nonmetallic mining erosion control and stormwater	<del>\$300.00</del> <u>\$400.00</u> plus \$0.005/square foot	<del>Jan-09</del> <u>Jan-13</u>	Code ch. 26, art. I, II and IV, Ord. 518-11/08
Land disturbance activities - Waterfront - Pond construction 10,000 sq. ft. or greater	<del>\$300.00</del> <u>\$325.00</u> plus \$0.005/square foot	<del>Jan-09</del> <u>Jan-13</u>	Code ch. 26, art. I and II, Ord. 518-11/08
Land disturbance activities - Waterfront - Pond construction less than 10,000 sq. ft.	<del>\$200.00</del> <u>plus \$0.005/square foot</u> <del>\$250.00</del>	<del>Jan-09</del> <u>Jan-13</u>	Code ch. 26, art. II, Ord. 518-11/08
Land disturbance activities - Waterfront - Road and driveway construction greater than 2,500 sq. ft.	\$300.00 plus \$0.005/square foot of disturbance	Jan-09	Code ch. 26, art. I and II, Ord. 518-11/08
Land disturbance activities - Waterfront - Utilities greater than 300 linear feet without structure	\$300.00 plus \$0.075/linear foot	Jan-09	Code ch. 26, art. II, Ord. 518-11/08
<u>Land disturbance activities – Utilities – less than 300 ft waterfront trenching</u>	<u>\$300.00</u>	<u>Jan-13</u>	<u>Ch. 26, art. II</u>
Land disturbance activities - Waterfront for demolition only less than 10,000 sq. ft. total area	<del>\$200.00</del> <u>\$225.00</u>	<del>Jan-09</del> <u>Jan-13</u>	Code ch. 26, art. II, Ord. 518-11/08
Land disturbance and construction - 2,500 sq. ft. or greater including parking, commercial, institutional	\$200.00 plus \$0.005/square foot	Jan-11	Code ch. 26, art. I and II
Land disturbance and construction - Under 2,500 sq. ft. including parking, commercial, institutional	\$175.00	Jan-11	Code ch. 26, art. II
Land disturbance and construction - Waterfront - 2,500 sq. ft. or greater including parking/commercial	<del>\$300.00</del> <u>\$325.00</u> plus \$0.005/square foot	<del>Jan-09</del> <u>Jan-13</u>	Code ch. 26, art. I and II, Ord. 518-11/08
Land disturbance and construction - Waterfront under 2,500 sq. ft. including parking, commercial, institutional	<del>\$300.00</del> <u>\$325.00</u>	<del>Jan-09</del> <u>Jan-13</u>	Code ch. 26, art. II, Ord. 518-11/08
Land disturbance for demolition only less than 10,000 sq. ft. total area	\$100.00	Jan-09	Code ch. 26, art. II, Ord. 518-11/08
LURM copies - colored map copies	\$1.50	Jan-07	Wis. Stats. § 59.69; Code ch. 74; Ord. 312-09/05
LURM copies - Hearings on CD	\$5.00 each CD	Jan-08	Wis. Stats. § 59.69; Code ch. 74
LURM copies - Recorded or filed documents Additional page	\$2.00 first page \$1.00 each additional page	Jan-08	Wis. Stats. § 59.69; Code ch. 74; Ord. 465-11/07

Description	Fee	Effective Date	Authority
LURM copies - Subdivision plat	\$10.00 per sheet	Jan-09	Wis. Stats. § 236.45; Code ch. 58 and 74; Ord. 518-11/08
LURM copies 8½ × 11 8½ × 14 11 × 17	\$0.50 \$0.75 \$1.00	Jan-08	Wis. Stats. § 59.69; Code ch. 74; Ord. 465-11/07
Maps - Cadastral	\$10.00, (regular) \$20.00 (glossy)	Nov-04	Ord. 276-11/04
Maps - Color Print Screen	\$1.50 per page	Jan-07	Ord. 393-11/06
Maps -- Custom Format	\$10.00 (regular) \$20.00 (glossy)	Jan-13	Ord. 748-11/12
Maps - Orthophotography	\$10.00, (regular) \$20.00 (glossy)	Nov-04	Ord. 276-11/04
Maps - Supervisory Districts	\$10.00, (regular) \$20.00 (glossy)	Nov-04	Ord. 276-11/04
Maps - Topographic	\$10.00, (regular) \$20.00 (glossy)	Nov-04	Ord. 276-11/04
Maps - Zoning	\$10.00, (regular) \$20.00 (glossy)	Nov-04	Ord. 276-11/04
Nonmetallic reclamation ordinance - Expedited reclamation plan review	Add \$500.00	Nov-04	Ord. 276-11/04
Nonmetallic reclamation ordinance - For plan modification	\$550.00	Nov-04	Ord. 276-11/04
Nonmetallic reclamation ordinance - One-time plan review fee 1 to 25 acres	\$900.00	Nov-04	Ord. 276-11/04
Nonmetallic reclamation ordinance - One-time plan review fee 26 to 50 acres	\$1,200.00	Nov-04	Ord. 276-11/04
Nonmetallic reclamation ordinance - One-time plan review fee 51 acres or larger	\$1,500.00	Nov-04	Ord. 276-11/04
Nonmetallic reclamation ordinance - Unclaimed acres 1 to 5 acres	\$455.00 total (\$420.00 county; \$35.00 DNR)	Jan-08 Jan-13	Code ch. 6, art. IV Code ch. 26, art. VI
Nonmetallic reclamation ordinance - Unclaimed acres 11 to 15 acres	\$765.00 total (\$660.00 county; \$105.00 DNR)	Jan-08 Jan-13	Code ch. 6, art. IV Code ch. 26, art. VI
Nonmetallic reclamation ordinance - Unclaimed acres 16 to 25 acres	\$1,020.00 total (\$880.00 county; \$140.00 DNR)	Jan-08 Jan-13	Code ch. 626, art. IV VI
Nonmetallic reclamation ordinance - Unclaimed acres 26 to 50 acres	\$1,120.00 total (\$960.00 county; \$160.00 DNR)	Jan-08 Jan-13	Code ch. 626, art. IV VI
Nonmetallic reclamation ordinance - Unclaimed acres 51 acres or larger	\$1,225.00 total (\$1,050.00 county; \$175.00 DNR)	Jan-08 Jan-13	Code ch. 626, art. IV VI
Nonmetallic reclamation ordinance - Unclaimed acres 6 to 10 acres	\$610.00 total (\$540.00 county; \$70.00 DNR)	Jan-08 Jan-13	Code ch. 626, art. IV VI
Nonmetallic mining reclamation permit transfer fee	\$550.00	Jan-13	Code ch. 26.299, art VI Ord.
Ordinance compliance - Site visit	\$100.00 per visit	Jan-08	Wis. Stats. § 59.69; Code Ch. 74; Art. I, II, III Ch. 26; Code ch. 70
Plat review fee: certified survey map - 1 lot or outlot plat	\$375.00	Jan-09	Wis. Stats. § 236.45; Code ch. 58
Plat review fee: Certified survey map - 2 lots and/or outlots	\$425.00	Jan-09	Wis. Stats. § 236.45; Code ch. 58
Plat review fee: certified survey map - 3 lots and/or outlots	\$475.00	Jan-09	Wis. Stats. § 236.45; Code ch. 58
Plat review fee: certified survey map - 4 lots and/or outlots	\$525.00	Jan-09	Wis. Stats. § 236.45; Code ch. 58
Plat review fee: final and preliminary condominium plat - Re-application fee	\$200.00	Jan-09	Wis. Stats. § 703.115(2); Code ch. 58
Plat review fee: final and preliminary subdivision plat - Re-application fee	\$200.00	Jan-09	Wis. Stats. § 236.45; Code ch. 58
Plat review fee: final condominium plat	\$500.00; plus unit fee of \$50.00/unit	Jan-09	Wis. Stats. § 703.115(2); Code ch. 58
Plat review fee: final subdivision plat	\$500.00; plus lot fee of \$50.00/lot and outlot fee of \$50.00/outlot	Jan-09	Wis. Stats. § 236.45; Code ch. 58

<b>Description</b>	<b>Fee</b>	<b>Effective Date</b>	<b>Authority</b>
Plat review fee: preliminary condominium plat	\$500.00; plus unit fee of \$50.00/unit	Jan-03	Wis. Stats. § 703.115(2); Code ch. 58
Plat review fee: preliminary subdivision plat	\$500.00; plus lot fee of \$50.00/lot and outlot fee of \$50.00/outlot	Jan-08	Wis. Stats. § 236.45; Code ch. 58
Plat review fee: restriction, removal/revision	\$200.00/\$300.00 if CZA hearing is required	Jan-09	Wis. Stats. § 236.45; Code ch. 58
Pre-application conference fee for subdivisions, condominium plats and campgrounds 5 or more units; rezones to A-4, B-1, B-2, B-3, B-4, B-5, M-1, M-2, M-3, M-4 w/10,000 sq. ft. or greater building size or upon applicant request; rezones to A-4, B-1, B-2, B-3, B-4, M-1, M-2, M-3, M-4 zoning districts on sites 2 acres or greater; cond. use for land restoration on sites 2 acres or greater.	\$1,000.00	Jan-12	Wis. Stats. § 236.45; Code ch. 58; Wis. Stats. §59.69; Code ch. 74
Public hearing fee - Board of adjustment - Postponement fee	\$100.00	Jan-06	Wis. Stats. § 59.696; Ord. 321-11/05, Code ch. 64
Public hearing fee - Board of adjustment hearings	\$450.00	Jan-10	Wis. Stats. § 59.696, Code ch. 74
Public hearing fee - Communications tower	\$1,025.00	Jan-06	Code ch 74, Ord. 321-11/05
Public hearing fee - Conditional use amendment	\$200.00	Jan-09	Code ch 74, Ord. 518-11/08
Public hearing fee - Conditional use hearing: agricultural	\$575.00	Jan-09	Wis. Stats. § 59.696; Code ch 74, Ord. 518-11/08
Public hearing fee-Conditional use hearing: campground	\$575.00; additional \$50.00 per campsite, additional \$200.00 fee may apply if development includes residential use.	Jan-11	Wis. Stats. § 59.696; Code ch. 74
Public hearing fee - Conditional use hearing: commercial and other industrial less than 5,000 sq. ft. gross floor area	\$575.00; additional \$200.00 fee may apply if development includes residential use	Jan-09	Wis. Stats. § 59.696; Code ch 74, Ord. 518-11/08
Public hearing fee - Conditional use hearing: commercial and other industrial with 5,000 to 10,000 sq. ft. gross floor area	\$675.00; additional \$200.00 fee may apply if development includes residential use	Jan-09	Wis. Stats. § 59.696; Code ch 74, Ord. 518-11/08
Public hearing fee - Conditional use hearing: Commercial and other industrial greater than 10,000 sq. ft. gross floor area	\$775.00; additional \$200.00 fee may apply if development includes residential use	Jan-09	Wis. Stats. § 59.696; Code ch 74, Ord. 518-11/08
Public hearing fee - Conditional use hearing: floodplains, wetland and park uses	\$575.00	Jan-09	Wis. Stats. § 59.696; Code ch 74, Ord. 518-11/08
Public hearing fee - Conditional use hearing: mineral extraction (M-3)	\$775.00 + \$55/acre when applicable	Jan-09	Wis. Stats. § 59.696; Code ch 74, Ord. 518-11/08
Public hearing fee - Conditional use hearing: recreational and related uses	\$575.00, additional \$200.00 fee may apply if development includes residential use	Jan-09	Wis. Stats. § 59.696; Code ch 74, Ord. 518-11/08
Public hearing fee - Conditional use hearing: Renewable energy	\$575.00	Jan-10	Wis. Stats. § 59.696; Code ch 65, Ord. 584-11/09
Public hearing fee - Conditional use hearing: residential	\$575.00 for 1 unit, plus \$200.00 per each additional unit when applicable	Jan-09	Wis. Stats. § 59.696; Code ch 74, Ord. 518-11/08
Public hearing fee - Conditional use hearing: sanitary landfill (M-4)	\$1,275.00 + \$110.00/acre when applicable	Jan-08	Wis. Stats. § 59.696; Ord. 465-11/07, Code ch 74

<b>Description</b>	<b>Fee</b>	<b>Effective Date</b>	<b>Authority</b>
Public hearing fee - Conditional Use Renewal, Extension and Appeal Fee	\$200.00	Jan-07	Wis. Stats. § 59.696; Ord. 321-11/05, Code ch 74
Public hearing fee - Re-notice hearing postponement, when requested by applicant	\$100.00	Jan-06	Wis. Stats. § 59.696; Ord. 321-11/05, Code ch 74
Public hearing fee - Rezone from standard A-1	\$575.00	Jan-09	Wis. Stats. § 59.69 and 93; Code ch. 74, Ord. 518-11/08
Public hearing fee - Rezone hearing: commercial and other industrial less than 5,000 sq. ft. gross floor area	\$575.00 plus \$200.00 per unit residential use fee when applicable	Jan-09	Wis. Stats. § 59.696; Code ch 74, Ord. 518-11/08
Public hearing fee - Rezone hearing: commercial and other industrial, 5,000 to 10,000 sq. ft. gross floor area	\$675.00 plus \$200.00 per unit residential use fee when applicable	Jan-09	Wis. Stats. § 59.696; Code ch 74, Ord. 518-11/08
Public hearing fee - Rezone hearing: commercial and other industrial greater than 10,000 sq. ft. gross floor area	\$775.00 plus \$200.00 per unit residential use fee when applicable	Jan-09	Wis. Stats. § 59.696; Code ch 74, Ord. 518-11/08
Public hearing fee - Rezone hearing: floodplain, wetland and park districts	\$575.00	Jan-09	Wis. Stats. § 59.696; Code ch 74, Ord. 518-11/08
Public hearing fee - Rezone hearing: industrial developments - mineral extraction	\$775.00 plus \$55.00 per acre unless previously assessed	Jan-09	Wis. Stats. § 59.696; Code ch 74, Ord. 518-11/08
Public hearing fee - Rezone hearing: industrial developments - sanitary landfill	\$1,275.00 plus \$110.00 per acre unless previously assessed	Jan-06	Wis. Stats. § 59.696; Code ch 74, Ord. 518-11/08
Public hearing fee - Rezone hearing: residential	\$575.00 for 1 unit, plus \$200.00 per each additional unit	Jan-09	Wis. Stats. § 59.696; Code ch 74, Ord. 518-11/08
Public hearing fee--Comprehensive plan amendment	\$196.00 each	Jan-11	Wis. Stats. § 59.696; Res. No. 62-11/09
Sanitary ordinance appeal	\$260.00	Jan-06	Wis. Stats. ch. 145; Code ch. 70; Ord. 312-09/05
Sanitary permit: drip line	\$750.00	Jan-09	Wis. Stats. ch. 145; Code ch. 70; Ord. 312-09/05
Sanitary permit: experimental or alternate design system	\$625.00	Jan-09	Wis. Stats. ch. 145; Code ch. 70; Ord. 312-09/05
Sanitary permit: holding tank	\$725.00	Jan-09	Wis. Stats. ch. 145; Code ch. 70; Ord. 312-09/05
Sanitary permit: in-ground pressure distribution system and at-grade system	\$565.00	Jan-09	Wis. Stats. ch. 145; Code ch. 70; Ord. 312-09/05
Sanitary permit: in-ground soil absorption system (gravity or dose to gravity)	\$460.00	Jan-09	Wis. Stats. ch. 145; Code ch. 70; Ord. 312-09/05
Sanitary permit: large scale systems 6,000 gallon daily flow	\$1,650.00	Jan-09	Wis. Stats. ch. 145; Code ch. 70; Ord. 312-09/05
Sanitary permit: large scale systems greater than 3,000 gallon daily flow	\$975.00	Jan-09	Wis. Stats. ch. 145; Code ch. 70; Ord. 312-09/05
Sanitary permit: minor repair (Building sewer, effluent pipe)	\$100.00	Jan-07	Wis. Stats. ch. 145; Code ch. 70; Ord. 312-09/05
Sanitary permit: mound system	\$685.00	Jan-09	Wis. Stats. ch. 145; Code ch. 70; Ord. 312-09/05
Sanitary permit: non-plumbing sanitary system	\$465.00	Jan-07	Wis. Stats. ch. 145; Code ch. 70; Ord. 312-09/05
Sanitary permit: re-connection to existing system, Private interceptor, Grease interceptor	\$285.00	Jan-09	Wis. Stats. ch. 145; Code ch. 70; Ord. 312-09/05

Description	Fee	Effective Date	Authority
Sanitary permit: renewal, transfer, or revision	\$70.00	Jan-06	Wis. Stats. ch. 145; Code ch. 70; Ord. 312-09/05
Sanitary permit: sand filter (single-pass, re-circulating, split-bed)	\$750.00	Jan-09	Wis. Stats. ch. 145; Code ch. 70; Ord. 312-09/05
Sanitary permit: Treatment/dispersal component (add, replace, modify, alter)	\$285.00	Jan-09	Wis. Stats. ch. 145; Code ch. 70; Ord. 312-09/05
Sanitation - County private sewage system and sanitation ordinance Chapter 70 Walworth County Code/ Sanitation Ordinance	\$20.00	Jan-06	Wis. Stats. ch. 145; Code ch. 70; Ord. 312-09/05
Sanitation - Development plan amendment proposal	\$250.00	Nov-04	Ord. 276-11/04
Sanitation - Reinspection fee (sanitation)	\$100.00	Nov-04	Wis. Stats. ch. 145; Code ch. 70; Ord. 276-11/04
Sanitation - Soil investigation	\$100.00	Nov-04	Wis. Stats. ch. 145; Code ch. 70; Ord. 276-11/04
Sanitation - Wisconsin fund application	\$150.00	Jan-03	Wis. Administrative Code/Comm. 87; Ord. 231-11/02
Sanitation information requests	\$30.00	Nov-04	Ord. 276-11/04
Sanitation monthly maintenance report	\$20.00	Nov-04	Ord. 276-11/04
Sanitation processing fee - Three-year maintenance and annual holding tank report	\$150.00	Jan-08	Code ch. 70
Site visit-conditional use or zoning - requested by owner	\$100.00 minimum charge with adjustments to cover additional costs	Jan-10	Wis. Stats. § 59.696; Code ch 74
Special sanitary permit	\$500.00	Nov-04	Code sec. 26-237; Ord. 281-11/04
Transcripts	\$20.00 per page	Jan-08	Wis. Stats. § 59.69; Code ch. 74
Waterfront zoning permit - Accessory structure 1,201 sq. ft. through 2,500 sq. ft.	\$150.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74, Ord. 518-11/08
Waterfront zoning permit - Accessory structure 700 sq. ft. or less	\$100.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74, Ord. 518-11/08
Waterfront zoning permit - Accessory structure 701 sq. ft. to 1,200 sq. ft.	\$125.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74, Ord. 518-11/08
Waterfront zoning permit - Accessory structure greater than 2,500 sq. ft.	\$200.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74, Ord. 518-11/08
Waterfront zoning permit - All other zoning permits	\$100.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74, Ord. 518-11/08
Waterfront zoning permit - Animal waste - Storage structure	\$100.00	Jan-09	Wis. Stats. § 59.69 and 93; Code ch. 74, Ord. 518-11/08
Waterfront zoning permit - Boathouse	\$150.00	Jan-09	Wis. Stats § 59.69; Code ch. 74, Ord. 518-11/08
Waterfront zoning permit - Business, commercial and industrial uses	Minimum of \$200.00 or \$0.15/sq. ft. of base floor area	Jan-09	Wis. Stats. § 59.69; Code ch. 74, Ord. 518-11/08
Waterfront zoning permit - Churches, schools, and other public facilities 0 to 1,000 sq. ft.	\$150.00	Jan-09	Wis. Stats § 59.69; Code ch. 74, Ord. 518-11/08
Waterfront zoning permit - Churches, schools, and other public facilities 1,001 sq. ft. or greater	\$300.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74, Ord. 518-11/08

Description	Fee	Effective Date	Authority
Waterfront zoning permit - Hotel, motel	\$800.00 base fee plus \$50.00/unit	Jan-09	Wis. Stats. § 59.69; Code ch. 74, Ord. 518-11/08
Waterfront/shoreland zoning permit - Livestock facilities building	\$335.00	Jan-12	Wis. Stats. § 59.69 and 93; Code ch. 74, Ord. 518-11/08
Waterfront zoning permit - Mobile home - Accessory structure/deck	\$75.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74, Ord. 518-11/08
Waterfront zoning permit - Mobile home - Addition	\$100.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74, Ord. 518-11/08
Waterfront zoning permit - Mobile home - New	\$150.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74, Ord. 518-11/08
Waterfront zoning Permit - Multiple structures	Highest Applicable Fee, plus \$50.00 per additional structure	Jan-09	Wis. Stats. § 59.69 and 93; Code ch. 74, Ord. 518-11/08
Waterfront zoning permit - Recreation vehicle - addition/enclosure (planned campground development)	\$100.00	Jan-09	Wis. Stats § 59.69; Code ch. 74, Ord. 518-11/08
Waterfront zoning permit - Recreation vehicle (planned campground development)	\$100.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74, Ord. 518-11/08
Waterfront zoning permit - Recreational vehicle - accessory structure (planned campground development)	\$75.00	Jan-09	Wis. Stats § 59.69; Code ch. 74, Ord. 518-11/08
Waterfront zoning permit - Recreational vehicle - deck (planned campground development)	\$75.00	Jan-09	Wis. Stats § 59.69; Code ch. 74, Ord. 518-11/08
Waterfront zoning permit - Residential additions, alterations 500 sq. ft. and greater	\$250.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74, Ord. 518-11/08
Waterfront zoning permit - Residential additions, alterations less than 500 sq. ft.	\$200.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74, Ord. 518-11/08
Waterfront zoning permit - Residential decks and pools	\$100.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74, Ord. 518-11/08
Waterfront zoning permit - Residential/new single-family residence	\$400.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74, Ord. 518-11/08
Waterfront zoning permit - Residential/two-family and multiple-family residence	\$400.00/unit	Jan-09	Wis. Stats. § 59.69; Code ch. 74, Ord. 518-11/08
Waterfront zoning permit - Revision fee	\$100.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74, Ord. 518-11/08
Waterfront zoning permit - Shoreyard stairway, retaining wall	\$150.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74
Waterfront zoning permit - Telecommunication towers, antennas, and accessory str.	\$300.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74 and 64, Ord. 518-11/08
Waterfront zoning permit - Utility cabinets	\$100.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74, Ord. 518-11/08
Waterfront zoning permit - Vegetation removal/shoreyard mitigation	\$150.00	Jan-12	Wis. Stats. § 59.69; Code ch. 74
Waterfront zoning permit - Vegetation removal/shoreyard prescribed burn	\$200.00	Jan-12	Wis. Stats § 59.69; Code ch. 74
Zoning density review	\$75.00 base/\$50.00 per unit	Jan-08	Wis. Stats. § 59.69; Code ch. 74
Zoning permit - Accessory structure 1,201 sq. ft. through 2,500 sq. ft.	\$125.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74

<b>Description</b>	<b>Fee</b>	<b>Effective Date</b>	<b>Authority</b>
Zoning permit - Accessory structure 700 sq. ft. or less	\$85.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74
Zoning permit - Accessory structure 701 sq. ft. to 1,200 sq. ft.	\$100.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74
Zoning permit - Accessory structure greater than 2,500 sq. ft.	\$150.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74
Zoning permit - All other zoning permits	\$80.00	Jan-03	Wis. Stats. § 59.69; Code ch. 74
Zoning permit - Animal waste - Storage structure	\$80.00	May-06	Wis. Stats. § 59.69 and 93; Code ch. 74
Zoning permit - Business, commercial and industrial uses	Minimum of \$100.00 or \$0.10/sq. ft. of base floor area	Jan-09	Wis. Stats. § 59.69; Code ch. 74
Zoning permit - Churches, schools, and other public facilities 0 to 1,000 sq. ft.	\$100.00	Jan-08	Wis. Stats § 59.69; Code ch. 74
Zoning permit - Churches, schools, and other public facilities 1,001 sq. ft. or greater	\$245.00	Jan-08	Wis. Stats. § 59.69; Code ch. 74
Zoning permit - Farmland separations	\$75.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74
Zoning permit - Hotel, motel	\$800.00 base fee + \$30.00/unit	Jan-09	Wis. Stats. § 59.69; Code ch. 74
Zoning permit - Livestock Facilities Building	\$225.00	Jan-12	Wis. Stats. § 59.69 and 93; Code ch. 74
Zoning permit - Lot line adjustments/parcel splits	\$60.00	Jan-07	Wis. Stats. § 59.69; Code ch. 74
Zoning permit - Mitigation Review (greater than 15%-30% impervious surface)	\$200.00	Jan-12	Wis. Stats. §59.692; Code ch. 74 (NR115)
Zoning permit - Mobile home-Accessory structure or deck.	\$65.00	Jan-09	Wis. Stats § 59.69; Code ch. 74, Ord. 518-11/08
Zoning permit - mobile home-addition	\$85.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74, Ord. 518-11/08
Zoning permit - Mobile home-new	\$150.00	Jan-09	Wis. Stats § 59.69; Code ch. 74, Ord. 518-11/08
Zoning permit - Multiple structures	Highest fee plus \$50.00 per applicable structure	Jan-09	Wis. Stats § 59.69; Code ch. 74, Ord. 518-11/08
Zoning permit - Pond permits	\$85.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74
Zoning permit - Recreation vehicle addition/enclosures (planned campground development)	\$85.00	Jan-09	Wis. Stats § 59.69; Code ch. 74
Zoning permit - Recreation vehicle(planned campground development)	\$85.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74
Zoning permit - Recreational vehicle -Accessory structure (planned campground development)	\$65.00	Jan-09	Wis. Stats § 59.69; Code ch. 74, Ord. 518-11/08
Zoning permit - Recreational vehicle/Deck (planned campground development)	\$65.00	Jan-09	Wis. Stats § 59.69; Code ch. 74, Ord. 518-11/08
Zoning permit - Residential additions, alterations 500 sq. ft. and greater	\$150.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74, Ord. 518-11/08
Zoning permit - Residential additions, alterations less than 500 sq. ft.	\$100.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74
Zoning permit - Residential decks and pools	\$75.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74
Zoning permit - Residential/new single-family residence	\$300.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74

Description	Fee	Effective Date	Authority
Zoning permit - Residential/two-family and multiple-family residence	\$300.00/unit	Jan-09	Wis. Stats. § 59.69; Code ch. 74
Zoning permit - Revision fee	\$80.00	Jan-03	Wis. Stats. § 59.69; Code ch. 74
Zoning permit - Sign permits	\$150.00	Jan-07	Wis. Stats. § 59.69; Code ch. 74
Zoning permit - Telecommunication towers, antennas, and accessory str.	\$245.00	Jan-03	Wis. Stats. § 59.69; Code ch. 64 and 74
Zoning permit - Temporary Residence	\$450.00	Jan-11	Wis. Stats. § 59.69; Code ch. 74
Zoning permit - Utility cabinets	\$85.00	Jan-07	Wis. Stats. § 59.69; Code ch. 74
Zoning permit - Vegetation removal - Restoration/compliance review fee	\$600.00	Jan-11	Code ch. 74; Ord. 465-11/07
Zoning permit - Vegetation removal - Tree cutting permits	\$150.00	Jan-11	Wis. Stats. § 59.69; Code ch. 74
Zoning permit - Zoning ordinance(s)	\$30.00	Jan-09	Wis. Stats. § 59.69; Code ch. 74
Zoning renewable energy - Large wind	\$245.00	Jan-10	Wis. Stats. § 59.696; Code ch 65
Zoning renewable energy - Small wind	\$50.00	Jan-10	Wis. Stats. § 59.696; Code ch 65
Zoning renewable energy - Solar zoning	\$85.00	Jan-11	Wis. Stats. § 59.696; Code ch 65
Zoning renewable energy--Solar array commercial	\$245.00	Jan-11	Wis. Stats. § 59.696; Code ch 65
Zoning Renewal - Campground	\$100.00	Nov-04	Code ch. 74, Ord. 276-11/04
Zoning Renewal - Salvage yard	\$100.00	Nov-04	Code ch. 74, Ord. 276-11/04
Zoning Renewal - Telecommunications	\$350.00	Jan-12	Code ch. 74 and 64, Ord. 276-11/04
Zoning requests	\$50.00 plus \$5.00 for each additional abutting parcel.	Jan-09	Wis. Stats. § 59.69; Code ch. 74
<b>Public Works</b>			
Driveway paving - Not completed within one year of original permit	\$175.00	Jan-11	Wis. Stats. § 86.07; 86.16(2)
Driveway permit	\$175.00	Jan-11	Wis. Stats. § 86.07; 86.16(2)
Natureland Park Log Cabin rental	\$80.00	Jan-09	Wis. Stats. § 27.075(1)59.07
Park Shelter rental	\$40.00	Jan-09	Wis. Stats. § 27.075(1)59.07
Trail pass - Daily	\$4.00; \$1.20 state, \$2.80 county	Nov-04	Wis. Stats. § 27.01(8)
Trail pass - Yearly	\$20.00; \$ 6.00 state, \$ 14.00 county	Jan-09	Wis. Stats. § 27.01(8)
Utility-boring permits	\$515.00	Jan-11	Wis. Stats. § 66.047; 182.0175
Utility-ROW permits	\$175.00	Jan-11	Wis. Stats. § 66.047; 182.0175
Wide load	\$40.00	Jan-07	Wis. Stats. § 348.05
<b>Register of Deeds</b>			
CDs of images of daily recordings	\$550.00/month for daily CD \$500.00/month for weekly CD	<del>Jan-09</del> Jan-13	Wis. Stats. § 59.43(2)(c); Ord. 518-11/08
Data	\$100.00/data set	Jan-08	Ord. 465-11/07
Internet convenience fee	\$3.00/transaction	Jan-07	Ord. 393-11/06
Online access to unlimited document images	\$650.00/month	Jan-12	Ord. 695-11/11

Description	Fee	Effective Date	Authority
Validate rental weatherization document	\$30.00	Jan-12	Ord. 695-11/11
VitalChek express carrier fee	\$17.50	Oct. 1, 2010	Ord 639-09/10
VitalChek handling fee	\$10.00/order	Oct. 1, 2010	Ord 639-09/10
<b>Copies:</b>			
Recorded or filed documents	\$2.00 for first page; \$1.00 each additional page; \$1.00 certification fee	Jan-03	Wis. Stats. § 59.43(2)(b)
Letter - 8½ x 11	\$0.50	Nov-04	Ord. 276-11/04
Legal - 8½ x 14	\$0.75	Nov-04	Ord. 276-11/04
Ledger - 11 x 17	\$1.00	Nov-04	Ord. 276-11/04
Plat book page	\$1.50	Nov-04	Ord. 276-11/04
18 x 18	\$1.75	Nov-04	Ord. 276-11/04
18 x 24	\$2.25	Nov-04	Ord. 276-11/04
24 x 36	\$4.50	Nov-04	Ord. 276-11/04
Print screen	\$1.00	Jan-03	Ord. 231-11/02
Subdivision plat copies - actual size	\$4.50/sheet	Jan-04Jan-13	Wis. Stats. § 236.25(5); Ord. 231-11/02
Maps	\$10.00	Nov-04	Ord. 276-11/04
Census records	\$1.00	Jan-03	Ord. 231-11/02
Birth, death or marriage certificates; Declaration of domestic partnership or certificate of termination of domestic partnership	\$20.00 for first copy; \$3.00 each additional copy	Oct. 27, 2007; Aug. 3, 2009	Wis. Stats. § 69.22
Vital records expedite fee	\$20.00	Jan-08	Wis. Stats. § 69.22(1)(d)
Vital records verification	\$7.00	Aug-91	Wis. Stats. § 69.22
<b>Recording/Filing fees:</b>			
Federal Tax Lien	\$25.00/document	June 25, 2010	Wis. Stats. § 59.43(2)
Real estate documents-recording	\$25.00/document	June 25, 2010	Wis. Stats. § 59.43(2)(ag), 59.43(2)(e)
Redaction	\$5.00/document	June 25, 2010 (Expires upon the earliest of the following: 1) completion by the Register of Deeds of redaction of social security numbers from certain electronic format records; 2) January 1, 2012, unless an extension of time is granted by DOA; or 3) January 1, 2015.)	Wis. Stats. § 59.43(2)(L)
Termination of Decedent's Property Interest form (HT-110)	\$25.00	Jan-03	Wis. Stats. § 59.43(2)(i)
Transfer on death to beneficiary (TOD-110)	\$25.00	Apr-06	Wis. Stats. § 59.43(2)(i)
Cemetery, condominium and subdivision plats	\$50.00	Jan-03	Wis. Stats. § 59.43(2)(h)
Transportation project plats	\$25.00	Jan-03	Wis. Stats. § 59.43(2)(k)
Real estate transfer tax	\$0.30/\$100.00 value	Sept-81	Wis. Stats. § 77.22(1)
<b>Reports:</b>			
Misc. TriMin reports	\$0.50/sheet	Jan-09	Ord. 518-11/08
Real estate index	\$10.00/month; \$0.25/sheet	Jan-03	Ord. 231-11/02
Municipality or sales	\$20.00	Jan-09	Ord. 584-11/09
Subdivision	\$5.00	Nov-04	Ord. 276-11/04
<b>Labels:</b>			
Municipality	\$30.00	Nov-04	Ord. 276-11/04
Subdivision or sales	\$10.00	Jan-09	Ord. 584-11/09

Description	Fee	Effective Date	Authority
<b>Sheriff's Office</b>			
Accident report	\$3.00	Jan-12	Wis. Stats. § 19.35(3)(a)
Bond fee: charge for bond taken at LEC for other departments	\$25.00	Jan-06	Wis. Stats. § 814.705; Ord. 321-11/05
Copy: certificate reprints; report copies	\$0.50 per page	Jan-10	Wis. Stats. § 19.35(3)(a)
Eviction & property seizure proceedings, officer fees	Current Senior Process Deputy hourly payroll rate, including fringe benefit rate, for assigned staff. Overtime rate may be applicable.	Apr-10	Wis. Stats. § 814.705(3); Ord. 597-02/10
False alarms (per calendar year)	\$10.00 1st response; \$20.00 2nd response; \$30.00 3rd response; \$40.00 4th response	Jan-03	Code Sec. 22-79
Huber Dorm without electronic monitoring; Huber Dorm with electronic monitoring	Without \$18.00 day; \$126.00/week; With \$17.00 day, \$119.00 week	Jan-09	Wis. Stats. § 303.08; Ord. 518-11/08
Jail booking fee	\$25.00/person	Jan-11	Ord. 649-11/10
Jail charge	\$15.00/day municipal prisoners; \$55.00/day out-of-county prisoners; \$62.00/day federal inmates	Jan-02	Wis. Stats. § 303.18; Ord. 231-11/02
Jail inmate deposit fee-applies to deposits to current inmate accounts with the exception of initial cash at booking and deposits collected by a third-party vendor	\$3.25/transaction		Ord. 695-11/11
Jail inmate deposit fee-all inmate deposits transacted via lobby kiosk	Third-party vendor fees: \$3.25/cash transaction, deposit limit \$500.00; \$4.95/credit/debit card transaction, deposit limit \$100.00	Jan-12	Ord. 695-11/11
Jail inmate deposit fee-all inmate deposits transacted via online services	Third-party vendor fees: 4.5% of total (minimum \$4.50)/internet transaction; 6.0% of total (minimum \$6.00) /phone transaction. \$25.00 minimum deposit per transaction, \$100.00 maximum deposit per transaction. \$200.00 combined maximum deposit per week. Maximum of 5 transactions per week.	Jan-12	Ord. 695-11/11
Photo reprints	35 mm \$10.00 8×10; \$5.00 5×7; \$3.00 4×6; Digital prints \$10.00 per CD	Jan-12	Wis. Stats. § 19.35(3)(a)
Police escorts; house moves; traffic control	\$76.00/hr per officer	Jan-12	Ord. 695-11/11
Range use	\$100.00/day or \$500.00 annually in county. \$200.00/day or \$1,000.00 annually out-of-county.	Jan-06	Ord. <del>321-11/05</del> 748-11/12
Real Estate and Sheriff Sales	\$75.00 per sale posting; \$75.00 per scheduled sale	Apr-10	Wis. Stats § 814.705(2); Ord. 597-02/10
Service of process	\$80.00 per service, pre-pay only	Apr-10	Wis. Stats. § 814.705; Ord. 597-02/10
Storage	\$10.00/day outside; \$15.00/day inside	Jan-11	Ord. 649-11/10
Writ of Restitution and Writ of Assistance Deposit	\$1,500.00	Apr-10	Wis. Stats. § 799.45(1); Ord. 597-02/10
<b>Treasurer</b>			

Description	Fee	Effective Date	Authority
Certificates	\$1.00	Jan-03	Ord. 231-11/02
County map	\$7.95	Jan-06	Ord. 321-11/05
Copies	\$1.00	Jan-03	Ord. 231-11/02
Credit or signature debit card convenience fee (via terminal for the payment of property taxes)	2.49% of total costs, minimum \$2.00 charge per transaction	Jun-10	Ord. 619-06/10
Faxed copies	\$1.00	Jan-03	Ord. 231-11/02
Foreclosure Fees (letter reports, court filing, publication, postage, Register of Deeds recording and attorney fees)	Actual Cost	Jan-12	Wis. Stats. § 75.36
Nontaxable plat book	\$33.18	Apr-06	Ord. 393-11/06
PIN Debit card convenience fee (via terminal for the payment of property taxes)	\$2.00 per transaction	Nov-11	Ord. 695-11/11
Plat book	\$35.00	Apr-06	Ord. 393-11/06
Returned check fee	\$30.00	Jan-07	Ord. 393-11/06
Tax overpayment refund/handling fee	\$5.00	Jan-07	Ord. 393-11/06
Tax searches	\$1.00	Jan-08	Ord. 465-11/07
<b>UW-Extension</b>			
4-H Cloverbud College	\$5.00 to \$12.00 per participant depending on materials and location	Sept-11	Ord. 695-11/11
4-H Cloverbud enrollment fees/program fee	<del>\$4.00</del> \$6.00/member (\$1.50 WI 4-H Foundation, <del>\$1.00</del> \$2.00 insurance; <del>\$1.50</del> \$2.50 county UWEX)	Nov-04Oct-12	Ord. 276-11/04748-11/12
4-H drama fest fee	<del>\$10.00</del> /entry	Nov-04	Ord. 276-11/04
4-H Cloverbud University	\$5.00 to \$12.00 per participant depending on materials and location	Jan-13	Ord. 748-11/12
4-H Eggsploring Incubation (Classroom Embryology Project)	\$12.00 to \$30.00 per classroom depending on supplies and participants	Jan-13	Ord. 748-11/12
4-H incubator/turner rental (for non-classroom use)	\$10.00	Jul-12	Ord. 748-11/12
4-H music & drama participation fees	\$20.00 to \$45.00/entry depending on location	Jan-13	Ord. 748-11/12
4-H enrichment programs	\$2.00 per participant or \$10.00 to \$25.00 per classroom depending on materials and location	Sept-11	Ord. 695-11/11
4-H member enrollment/program fees	\$12.00/member \$3.00 sr. ldrs. Sr. Leaders, \$3.00 jr. ldrs. Jr. Leaders, \$1.50 WI 4-H Foundation, <del>\$1.00</del> \$2.00 insurance, <del>\$3.50</del> 4-H literature\$2.50 County UWEX)	Nov-04Oct-12	Ord. 276-11/04748-11/12
4-H Real Colors presentations	<del>\$5.00 to \$10.00</del> \$7.00 to \$15.00 per participant depending on materials and location	Sept-11Jan-13	Ord. 695-11/11748-11/12
4-H robotics kit rental (for non-class use)	\$10.00 per kit per two week period	Sept-11	Ord. 695-11/11748-11/12
4-H Special Interest Academy	\$5.00 to <del>\$20.00</del> \$75.00 per participant depending on materials and location	Sept-11Jan-13	Ord. 695-11/11748-11/12
Agriculture educational workshops	\$15.00 to \$50.00 per session depending on materials and location	Jan-12	Ord. 695-11/11
Barn Quilts	\$125.00 to <del>\$150.00</del> \$175.00	Jan-11Jan-13	Ord. 649-11/10748-11/12

Description	Fee	Effective Date	Authority
CNRED program educational workshops	\$5.00 to \$25.00 per participant, per session depending on materials and location	Jan-12	Ord. 695-11/11
Community garden plot	\$25.00 per 20 x 20 plot; \$35.00 per 20 x 30 plot; \$15.00 per 10 x 10 plot; \$5.00 per raised bed	Jan-12	Ord. 695-11/11
Compost bin sales	\$40.00 to \$70.00 per bin	<del>Jan-12</del> Jan-13	Ord. <del>695-11/11</del> 748-11/12
Copies - color printer	\$0.50 per page	Jan-07	Ord. 393-11/06
Copies - black and white printer or photocopier	\$0.15 per page	Jan-09	Ord. 518-11/08
<u>Earth Day Theme Presentation (Reduced to a Pulp, Who Dirtied the Water, Incredible Edible Landfill)</u>	<u>\$10.00 to \$15.00 per classroom depending on supplies</u>	<u>Jan-13</u>	<u>Ord. 748-11/12</u>
Family living program: child care workshops	\$5.00 to \$7.00/session depending on materials and location	Jan-07	Ord. 393-11/06
Family living program: library story times	\$5.00/child	Jan-06	Ord. 321-11/05
Family living program: nutrition educ. workshop	\$2.00 to \$7.00/session depending on materials and location	Jan-10	Ord. 584-11/09
Family living program: parenting educ. workshop	\$5.00 to \$7.00/session depending on materials and location	Jan-07	Ord. 393-11/06
Field soil test	<del>\$7.00 + shipping and handling (UWEX-Coop Ext)</del>	Nov-04	<del>Ord. 276-11/04</del>
<u>Fight BAC Science Lab Experience</u>	<u>\$10.00 to \$15.00 per classroom depending on supplies</u>	<u>Jan-13</u>	<u>Ord. 748-11/12</u>
<u>Food Fear Factor Science Lab Experience</u>	<u>\$20.00 to \$30.00 per classroom depending on supplies</u>	<u>Jan-13</u>	<u>Ord. 748-11/12</u>
Horticulture educational workshops	<del>\$3.00 to \$20.00</del> \$25.00 per participant, per session depending on materials and location	<del>Jan-11</del> Jan-13	Ord. <del>649-11/10</del> 748-11/12
Insect diagnostic	\$3.00 shipping and handling (Walworth County UWEX)	Jan-08	Ord. 465-11/07
Lawn/garden test	\$20.00 + shipping and handling (UWEX-Coop Ext)	Jan-11	Ord. 649-11/10
Master gardener volunteer training	\$20.00 to \$200.00 per person depending on materials and location	Jan-09	Ord. 518-11/08
Mineral test	\$15.00 + shipping and handling (UWEX-Coop Ext)	Nov-04	Ord. 276-11/04
<u>Molecular Gastronomy Science Lab Experience</u>	<u>\$25.00 to \$35.00 per classroom depending on supplies</u>	<u>Jan-13</u>	<u>Ord. 748-11/12</u>
<u>On the Technology Trail Science Lab Experience</u>	<u>\$20.00 to \$40.00 per classroom depending on supplies</u>	<u>Jan-13</u>	<u>Ord. 748-11/12</u>
Pesticide applicators training and EPA fees	\$30.00 (\$15.00 for PTA-state, \$15.00 for EPA-county)	Nov-04	Ord. 276-11/04
Plant analysis	\$20.00 + shipping and handling (UWEX-Coop Ext)	Jan-10	Ord. 584-11/09
Plant diagnostic site visits	Up to \$15.00 per site visit	Jan-10	Ord. 584-11/09
Prairie walk seminar	\$12.00 to \$20.00 per person	Jan-10	Ord. 584-11/09
Pruning workshop	\$5.00 per participant per session	Jan-11	Ord. 649-11/10
Rain barrel sales	\$60.00 per barrel	Jan-09	Ord. 518-11/08
<u>Ready Set Dough Science Lab Experience</u>	<u>\$2.00 to \$4.00 per participant depending on supplies</u>	<u>Jan-13</u>	<u>Ord. 748-11/12</u>
Sale of extension bulletins	Per UWEX Madison price list + tax and postage	Nov-04	Ord. 276-11/04
Shipping and handling for all tests and analyses	\$3.00 shipping and handling (Walworth County UWEX)	Jan-06	Ord. 321-11/05
SE Wisconsin winter grazing seminar	\$15.00 to \$35.00 registration fee	Jan-12	Ord. 695-11/11

Description	Fee	Effective Date	Authority
Strong Women Program	\$25.00 new participant, \$20.00 continuing participant	Jan-12	Ord. 695-11/11
Tractor safety program participant fee	\$50.00/person	Jan-10	Ord. 584-11/09
Victim impact panel attendance	\$25.00	Jan-10	Ord. 584-11/09
Volunteer Recognition Lunch - Guest	\$12.00 to \$15.00	Jan-11	Ord. 649-11/10
Walworth County 4-H Ag Expo	\$2.00 to \$5.00 per participant depending on materials and location	Sept-11	Ord. 695-11/11
Walworth County 4-H SPIN Expo	\$2.00 to \$5.00 per participant depending on supplies	Jan-13	Ord. 748-11/12
Way to Grow: Microgreens Classroom Project Rental	\$15.00 to \$40.00 per classroom depending on supplies	Jan-13	Ord. 748-11/12
Way to Grow: Microgreens Science Lab Experience	\$10.00 to \$30.00 per classroom depending on supplies	Jan-13	Ord. 748-11/12

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**PART II: BE IT FURTHER ORDAINED THAT** the effective date of this ordinance shall be January 1, 2013 unless otherwise noted.

**PASSED and ADOPTED** by the Board of Supervisors of Walworth County Wisconsin this 13<sup>th</sup> day of November, 2012.

**County Board Meeting Date:** November 13, 2012

Action Required: Majority Vote  X  Two-thirds Vote \_\_\_\_\_ Other \_\_\_\_\_

\_\_\_\_\_  
Nancy Russell  
County Board Chair

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

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

DA76 11/7/2012      N Andersen 11/7/12  
 David A. Bretl                      Date                      Nicole Andersen                      Date  
 County Administrator/Corporation Counsel                      Deputy County Administrator-Finance

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

**Ordinance No. 748-11/12**  
**Fiscal Note and Policy Impact Statement**

- I. Title:** Amending Section 30-286 of the Walworth County Code of Ordinances Relative to Fees
- II. Purpose and Policy Impact Statement:** In conjunction with compilation of the annual budget, departments have reviewed fees charged for services. Based upon that review, departments have recommended implementation of new fees or revisions to existing fees. All fees have been detailed in the body of the revision to section 30-286.
- III. Is this a budgeted item and what is its fiscal impact?** The fiscal impact associated with passage of this ordinance has been incorporated into the preliminary 2013 budget.
- IV. Referred to the following standing committees for consideration and date of referral:**

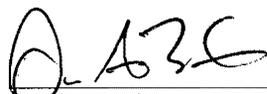
Committee: Finance Committee

Date: October 18, 2012

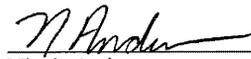
Vote: 4 – 0

County Board Meeting Date: November 13, 2012

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

  
David A. Bretl  
County Administrator/Corporation Counsel

11/7/2012  
Date

  
Nicole Andersen  
Deputy County Administrator-Finance

11/7/12  
Date

ORDINANCE NO. 749 – 11/12

AMENDING SECTION 15-17 OF THE WALWORTH COUNTY CODE OF  
ORDINANCES RELATING TO AUTHORIZED POSITIONS  
BY DEPARTMENT BASED ON THE 2013 BUDGET

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

3  
4 PART I: That Section 15-17 in Division 2 of Article I of Chapter 15 of the Walworth  
5 County Code of Ordinances is hereby amended to read as follows:

6  
7 “Sec. 15-17. Authorized positions by department.

8  
9 (a) County positions shall be classified and allocated to departments as listed in this section.

10  
11 (b) *Administration*

12	CLASSIFICATION TITLE	FTE
13	Administrative Assistant	1.50
14	Assistant Corp Counsel II	3.00
15	County Administrator	1.00
16	Human Resource Assistant	<del>2.00</del> 1.00
17	Human Resource Generalist	1.00
18	Human Resource Specialist	1.00
19	Labor/Employee Relations Director	1.00
20	Legal Secretary	2.00
21	Total Administration FTEs	11.50

22  
23  
24  
25 (c) *Children with Disabilities Education Board*

26	CLASSIFICATION TITLE	FTE
27	Administrative Support Supervisor	1.00
28	Assistant Director – Special Education	2.00
29	Clerk III	0.91
30	Director – Special Education	1.00
31	Educational Programmer	1.00
32	Interpreter	5.00
33	Occupational Therapist	5.00
34	Physical Therapist	3.50
35	Receptionist/Clerk	0.81
36	School Nurse	1.00
37	School Psychologist	1.00

1	Secretary – Confidential	1.00
2	Senior Accountant <sup>1</sup>	0.50
3	Special Education Aide	34.00
4	Speech Correctionist	4.00
5	Teacher	<del>52.50</del> 46.50
6	Total Children with Disabilities Education Board FTEs	<del>114.22</del> 108.22
7	<sup>1</sup> Reports to Finance	

8

9 (d) *Clerk of Courts*

11	CLASSIFICATION TITLE	FTE
13	Account Clerk III	1.00
14	Account Clerk IV	1.00
15	Calendar Clerk Court	5.00
16	Clerk II	4.00
17	Clerk IV	3.00
18	Clerk of Courts (elected)	1.00
19	Deputy Clerk Courts	8.00
20	Deputy Register in Probate	1.00
21	Family Court Commissioner	1.00
22	Jury Bailiff	1.93
23	Office Manager – Courts	1.00
24	Office Supervisor – Courts	1.00
25	Student Worker	0.68
26	Total Clerk of Courts FTEs	29.61

27

28 (e) *Coroner*

30	CLASSIFICATION TITLE	FTE
32	Clerk II	0.27
33	Coroner (elected)	0.50
34	Total Coroner FTEs	0.77

35

36 (f) *County Board*

38	CLASSIFICATION TITLE	FTE
40	Administrative Assistant <sup>1</sup>	0.50
42	Total County Board FTEs	0.50

43 <sup>1</sup>Reports to Administration

44

45 (g) *County Clerk*

46

1	CLASSIFICATION TITLE	FTE
2		
3	Account Clerk III	1.00
4	County Clerk (elected)	1.00
5	Deputy County Clerk	2.00
6	Total County Clerk FTEs	4.00

7  
8 (h) *District Attorney*

9		
10	CLASSIFICATION TITLE	FTE
11		
12	Clerk II	1.00
13	Clerk III	0.50
14	Clerk IV	2.00
15	Law Clerk	1.00
16	Legal Secretary Lead Worker	1.00
17	Legal Stenographer	3.00
18	Office Manager DA	1.00
19	Victim/Witness Coordinator	1.00
20	Victim/Witness Service Provider	1.00
21	Total District Attorney FTEs	11.50

22  
23 (i) *Finance*

24		
25	CLASSIFICATION TITLE	FTE
26		
27	<del>Account Clerk IV</del>	<del>1.00</del>
28	<del>Accounting Assistant</del>	<del>2.00</del>
29	Administrative Assistant	2.00
30	<del>Benefits Assistant</del>	<del>1.00</del>
31	Benefits Specialist	<del>1.00</del> 2.00
32	Budget Analyst	1.00
33	Comptroller	1.00
34	Deputy Administrator – Finance	1.00
35	Finance Manager	1.00
36	Payroll & Benefits Manager	1.00
37	<del>Payroll Assistant</del>	<del>1.00</del>
38	Payroll Specialist	<del>1.00</del> 2.00
39	Senior Accountant	<del>2.50</del> 1.50
40	Total Finance FTEs	14.50

41  
42 (j) *Health & Human Services*

43		
44	CLASSIFICATION TITLE	FTE
45		
46	Account Clerk III	2.00

1	Associate Nutrition Specialist	<del>0.84</del> 1.00
2	Behavioral Analyst	1.00
3	Child Support Lead Worker	1.00
4	Clerk I	1.00
5	Clerk II	4.60
6	Clerk III	1.00
7	Clerk IV	15.00
8	<del>Crisis Intervention Lead Worker</del>	<del>1.00</del>
9	Deputy Director – Health & Human Services	1.75
10	Director – Health & Human Services	1.00
11	Economic Support Lead Worker	1.00
12	Economic Support Specialist	<del>14.00</del> 15.00
13	Energy Assistance Coordinator	<del>0.75</del> 1.00
14	Environmental Health Specialist	1.00
15	HS Manager-Aging & Long Term Care	1.00
16	HS Manager- <del>Mental Health/AODA</del> Behavioral Health Services	1.00
17	HS Manager-Community Support Programs Services	1.00
18	HS Manager- Children’s Services	1.00
19	HS Manager-Public Health	1.00
20	HS Specialist I	<del>49.49</del> 54.25
21	HS Specialist I (AODA Grant)	2.00
22	HS Specialist II	1.00
23	HS Specialist III	<del>8.00</del> 9.00
24	HS Specialist IV	2.00
25	HS Supervisor-Administration	1.00
26	HS Supervisor-ADRC	1.00
27	HS Supervisor-Child Support	1.00
28	<u>HS Supervisor-Community Support Case Management</u>	1.00
29	HS Supervisor-Community Support Program	1.00
30	HS Supervisor-Crisis Intervention	1.00
31	HS Supervisor-Economic Support	2.00
32	HS Supervisor-Fiscal Support	1.00
33	HS Supervisor-Juvenile Court Intake/Child Abuse & Neglect	1.00
34	HS Supervisor-Nutrition	1.00
35	HS Supervisor-Ongoing Case Management	1.00
36	HS Supervisor-Public Health	1.00
37	HS Supervisor-Support Services	1.00
38	HS Supervisor-Transportation	1.00
39	HS Supervisor-WIC	1.00
40	HS Worker II	1.00
41	HS Worker IV	2.00
42	<del>HS Worker V (SAC)</del>	<del>1.00</del>
43	<del>MH/AODA Case Manager</del>	<del>1.00</del>
44	Nutrition Site Worker	1.87

1	Nutrition Specialist	1.00
2	Paternity Specialist	1.00
3	<u>Physician Support Assistant</u>	<u>1.00</u>
4	Public Health Nurse BSN	4.00
5	Receptionist/Clerk	<del>5.04</del> <u>4.04</u>
6	Registered Occupational Therapist	1.00
7	<del>Representative Payee Coordinator</del>	<del>1.00</del>
8	RN (Mental Health)	1.00
9	Secretary – Confidential	1.00
10	Senior Accountant <sup>1</sup>	<del>1.00</del> <u>1.75</u>
11	Support Specialist	5.00
12	Teacher	1.00
13	Van Driver	<del>4.40</del> <u>3.40</u>
14	Total Health & Human Services FTEs	<del>162.74</del> <u>166.66</u>
15	<sup>1</sup> Reports to Finance	

17 (k) *Information Technology/Land Information*

18		
19	CLASSIFICATION TITLE	FTE
20		
21	Analyst – Programmer	2.00
22	Application Development/Support Specialist	1.00
23	Applications Supervisor	1.00
24	Computer Operator	1.00
25	Desktop Lead/Server Specialist <sup>1</sup>	<del>1.00</del> <u>1.50</u>
26	Director – IT	1.00
27	GIS Analyst/Programmer	1.00
28	Help Desk Analyst	1.00
29	Network Engineer	1.00
30	Senior IT Support Specialist	2.00
31	Supervisor of Network/Operations	1.00
32	Total Information Technology/Land Information FTEs	<del>13.00</del> <u>13.50</u>
33	<sup>1</sup> 0.50 FTE Reports to Sheriff	

35 (l) *Lakeland Health Care Center*

36		
37	CLASSIFICATION TITLE	FTE
38		
39	Account Clerk I	1.06
40	Account Clerk III	3.00
41	Administrator – Lakeland Nursing Home	1.00
42	Admissions Coordinator/Social Worker	1.00
43	Assistant Nurse Manager	1.00
44	<del>Business Office Supervisor</del>	<del>1.00</del>
45	Certified Medical Assistant	3.00

1	Certified Nursing Asst	<del>72.73</del> <u>72.37</u>
2	Clerk IV	1.00
3	Clinical Dietician/Quality Operations Manager	1.00
4	Cook H	3.00
5	Director of Nursing	1.00
6	Food Service Coordinator	1.00
7	Food Service Worker	5.64
8	Licensed Beautician	0.60
9	LPN - Unit Supervisor	<del>10.40</del> <u>10.30</u>
10	MDS Coordinator	1.00
11	Nurse Manager	2.00
12	Receptionist	0.82
13	Recreation Therapy Coordinator	1.00
14	Recreation Therapy Leader	2.00
15	Recreational Therapist	1.00
16	Restorative Therapy Aide/Clinic Asst	1.00
17	RN - Unit Supervisor	8.82
18	Senior Accountant <sup>1</sup>	<u>0.25</u>
19	Social Worker	1.50
20	Staffing Coordinator	1.00
21	Support Services Supervisor	<u>1.00</u>
22	<del>Ward Unit Clerk</del>	<del>1.50</del> <u>1.00</u>
23	Total Lakeland Health Care Center FTEs	<del>129.07</del> <u>128.36</u>

24 <sup>1</sup>Reports to Finance

25

26 (m) *Land Use & Resource Management*

27	CLASSIFICATION TITLE	FTE
28		
29		
30	Administrative Secretary II	2.00
31	Clerk IV	2.00
32	Code Enforcement Officer	4.00
33	Conservation Tech	3.00
34	Deputy Director	1.00
35	Director – LURM/Deputy Corporation Counsel	1.00
36	Planner	1.00
37	Senior Conservation Tech	1.00
38	Senior Planner	1.00
39	Senior Zoning Officer	1.00
40	Urban Conservation Specialist	1.00
41	Total Land Use & Resource Management FTEs	18.00

42

43 (n) *Public Works*

44	CLASSIFICATION TITLE	FTE
45		

1		
2	Account Clerk III	1.00
3	Accounting Assistant	1.00
4	Administrative Assistant - Highway	1.00
5	Administrative Assistant - Facilities	1.00
6	Administrative Secretary I	1.00
7	Assistant Buyer	1.00
8	Assistant DPW - Facilities	1.00
9	Assistant DPW - Facilities Plant Operations	1.00
10	Assistant DPW - Roads	3.00
11	Assistant DPW - Shop	1.00
12	Building Maintenance Engineer I	5.00
13	Building Maintenance Engineer II	2.00
14	Building Maintenance Engineer III	5.00
15	Director – Central Services	1.00
16	Director of Operations – DPW	1.00
17	Janitor I	1.50
18	Janitor III	3.00
19	Machine Operator	1.00
20	Marking/Signing Lead Worker	1.00
21	Mechanic II	3.00
22	Office/Purchasing Manager – DPW	1.00
23	Patrolman/Woman	27.00
24	Road Lead Worker	1.00
25	Senior Buyer	2.00
26	Shop Lead Worker	1.00
27	Total Public Works FTEs	67.50
28		
29	(o) <i>Register of Deeds</i>	
30		
31	CLASSIFICATION TITLE	FTE
32		
33	Account Clerk III	1.00
34	Clerk IV	2.50
35	Deputy Register of Deeds	1.00
36	Property Lister	1.00
37	Register of Deeds (elected)	1.00
38	Total Register of Deeds FTEs	6.50
39		
40	(p) <i>Sheriff</i>	
41		
42	CLASSIFICATION TITLE	FTE
43		
44	911 Systems Clerk	1.00
45	Account Clerk IV	2.00

1	Administrative Secretary	1.00
2	Administrative Secretary II	1.00
3	Business Office Supervisor	1.00
4	Captain	4.00
5	<del>Classification Officer</del>	<del>2.00</del>
6	Clerk I	1.00
7	Clerk II	4.20
8	Clerk III	1.00
9	Communications Officer	<del>18.00</del> 15.00
10	<del>Communications Supervisor</del>	<del>3.00</del>
11	<del>Community Service/Electronic Monitoring Coordinator</del>	<del>1.00</del>
12	Correctional Officer	<del>71.00</del> 66.00
13	<del>Correctional Officer/Classification</del>	<del>2.00</del>
14	<del>Correctional Officer/Electronic Monitoring</del>	<del>6.00</del>
15	Corrections Secretary	1.00
16	Corrections Sergeant	11.00
17	Deputy Sheriff	50.00
18	Deputy Sheriff/Court Officer	1.00
19	Deputy Sheriff/Court Security	4.00
20	<del>Desktop Lead/Server Specialist</del>	<del>0.50</del>
21	Detectives	9.00
22	Jail Administrator	1.00
23	Jail Superintendent	2.00
24	Law Enforcement Records Supervisor	1.00
25	Lieutenant	2.00
26	Process Specialist	3.00
27	Sergeant	8.00
28	Sheriff (elected)	1.00
29	Student Worker	0.90
30	Undersheriff	1.00
31	Total Sheriff FTEs	<del>204.10</del> 204.60

32  
33 (q) *Treasurer*

34		
35	CLASSIFICATION TITLE	FTE
36		
37	Account Clerk I	0.05
38	Account Clerk II	2.00
39	Accountant	1.00
40	Accounting Assistant	1.00
41	Clerk III <sup>1</sup>	0.09
42	County Treasurer (elected)	1.00
43	Property Tax Specialist	1.00
44	Receptionist/Clerk <sup>1</sup>	0.19
45	Total Treasurer FTEs	6.33

1 <sup>1</sup>Reports to Children with Disabilities Education Board

2

3 (r) *UW-Extension*

4

5	CLASSIFICATION TITLE	FTE
6		
7	Clerk III	1.00
8	Volunteer Organizer	1.00
9	Total UW-Extension FTEs	2.00

10

11 (s) *Veteran's Services*

12

13	CLASSIFICATION TITLE	FTE
14		
15	Administrative Secretary II	1.00
16	Veteran's Service Officer	1.00
17	Total Veteran's Services FTEs	2.00

18

19 (t) Grand Total - County FTEs 797.84 796.05

20

21 **PART VII: The balance of the position changes shall be effective as of January 1, 2013.**

22

23 **PASSED and ADOPTED** by the Walworth County Board of Supervisors this 13<sup>th</sup> day of  
24 November, 2012.

25

26

27

28

29

30	_____	_____
31	Nancy Russell	Kimberly S. Bushey
32	County Board Chair	Attest: County Clerk

33

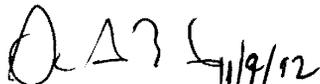
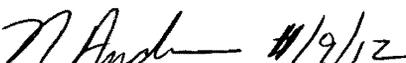
34

35 **County Board Meeting Date:** November 13, 2012

36

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	Nicole Andersen
County Administrator/Corporation Counsel	Deputy County Administrator-Finance
Date <u>11/9/12</u>	Date <u>11/9/12</u>

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

**Ordinance No. 749-11/12**  
**Fiscal Note and Policy Impact Statement**

**I. Title:** Amending Section 15-17 of the Walworth County Code of Ordinances Relating to Authorized Positions by Department Based on the 2013 Budget

**II. Purpose and Policy Impact Statement:** The purpose of this ordinance amendment is to reflect position changes which are included in the 2013 budget.

As of January 1, 2013, the total number of FTEs will be 796.05.

**III. Is this a budgeted item and what is its fiscal impact:** Position changes, and their associated costs, are included in the 2013 budget. All of the position changes combined result in a reduction of \$53,642 in 2013.

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

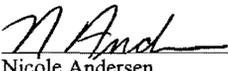
Committee: Human Resources Committee      Date: November 5, 2012

Vote:            5 – 0

County Board Meeting Date: November 13, 2012

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. 750 – 11/12

AMENDING SECTION 15-359 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO SPECIAL PAY PREMIUMS

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

1 PART I: That Section 15-359 of the Walworth County Code of Ordinances is hereby
2 amended to read as follows (additions shown by underline; deletions shown by strike-
3 through):

4
5
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12

“Sec. 15-359. Special pay premiums.

(a) The director shall maintain schedules of the positions authorized to receive special pay premiums under this section. Schedules first established under this section, and any subsequent changes therein, shall be subject to review and approval of the committee.

(b) Any premium listed below is paid on productive hours only.

Type of Premium	How Much	Who	Special Notes
<u>Extended School</u>	<u>110% of current</u>	<u>Physical Therapists</u>	<u>n/a</u>
<u>Year Therapy</u>	<u>hourly rate</u>	<u>Occupational Therapists</u>	

13
14
15
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25

PART II: The ordinance shall be effective upon passage and publication.

PASSED and ADOPTED by the Walworth County Board of Supervisors this 13<sup>th</sup> day of November 2012.

Nancy Russell
County Board Chair

Kimberly S. Bushey
Attest: County Clerk

County Board Meeting Date: November 13, 2012

26 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:

DA Bretl      11/7/2012      N Andersen      11/7/12  
David A. Bretl      Date      Nicole Andersen      Date  
County Administrator/Corporation Counsel      Deputy County Administrator - Finance

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

**Ordinance No. 750 - 11/12**  
**Fiscal Note and Policy Impact Statement**

- I. Title:** Amending Section 15-359 of the Walworth County Code of Ordinances Relating to Special Pay Premiums
- II. Purpose and Policy Impact Statement:** The purpose of this ordinance amendment is to include the special payments to physical and occupational therapists to provide required extended school year therapy to students.
- III. Is this a budgeted item and what is its fiscal impact:** This is a budgeted item in 2012 and 2013.
- IV. Referred to the following standing committee(s) for consideration and date of referral:**

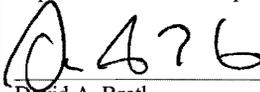
Committee: Human Resources Committee

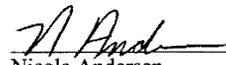
Date: November 5, 2012

Vote: 5 – 0

County Board Meeting Date: November 13, 2012

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.

 11/7/2012  
\_\_\_\_\_  
Date  
David A. Bretl  
County Administrator/Corporation Counsel

 11/7/12  
\_\_\_\_\_  
Date  
Nicole Andersen  
Deputy County Administrator-Finance

ORDINANCE NO. 751 – 11/12

AMENDING SECTION 15-323 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO FLEXIBLE WORK SCHEDULING

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

3  
4 **PART I: That Section 15-323 of the Walworth County Code of Ordinances is hereby**  
5 **amended to read as follows (additions shown by underline; deletions shown by strike-**  
6 **through):**

7  
8 **“Sec. 15-323. Flexible work scheduling.**

9  
10 (a) Full-time employees shall normally be scheduled to work five (5) days a week for  
11 eight (8) hours a day. Department heads shall have the authority to modify an employee’s  
12 schedule, on an occasional basis, due to bona fide operational needs. At no time shall a  
13 modification become permanent, and at no time shall a modification be granted solely for an  
14 employee’s personal convenience.

15  
16 (a) (b) All full-time employees paid on a salary basis shall be recorded as having worked  
17 80 hours each bi-weekly pay period and, if the hours were not regular hours, the employee shall  
18 indicate whether they involve sick leave, vacation, etc.

19  
20 (b) (c) Salaried-exempt employees shall exercise discretion over the methods and  
21 manners in which they effectively use their work time. When the need warrants, they are  
22 expected to devote the extra effort necessary to complete their work in a professional manner,  
23 and in turn they may occasionally exercise some flexibility in their work schedules. Employees  
24 shall not “bank” the extra hours or expect that an hour for hour match will be given as time off in  
25 the future. It is up to each supervisor to approve any flex time off to assure there is no abuse.  
26 Supervisors are encouraged to promote the exercise of flexibility in proximity to extraordinary  
27 time spent by a covered employee on the job. For example, if operational needs require a salaried  
28 exempt employee to work ten hours on a Sunday, the employee should be encouraged to exercise  
29 flexibility at a point in time proximate to that extraordinary event. As a further guideline, such  
30 time off shall be limited to a maximum of three consecutive days in connection with any one  
31 absence.

32 (e) (d) Upon separation from county employment, there shall under no circumstances be  
33 any payout for the separated employee on account of this section.”

34  
35 **PART II: The ordinance shall be effective upon passage and publication.**

36  
37 **PASSED and ADOPTED** by the Walworth County Board of Supervisors this 13<sup>th</sup> day of  
38 November, 2012.

39



**Ordinance No. 751-11/12**  
**Fiscal Note and Policy Impact Statement**

- I. Title:** Amending Section 15-323 of the Walworth County Code of Ordinances Relating to Flexible Work Scheduling
- II. Purpose and Policy Impact Statement:** The purpose of this amendment is to codify the normal schedule for full-time employees (8 hours a day, 5 days a week). This amendment would allow department heads the flexibility to occasionally modify this schedule as needed.
- III. Is this a budgeted item and what is its fiscal impact:** Passage of this ordinance will have no fiscal impact on the county budget.
- IV. Referred to the following standing committee(s) for consideration and date of referral:**

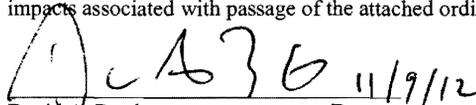
Committee: Human Resources

Date: November 5, 2012

Vote: 5 - 0

County Board Meeting Date: November 13, 2012

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

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

Date

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

Date

ORDINANCE NO. 752 – 11/12

AMENDING SECTION 15-540 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO THE LABOR-MANAGEMENT HEALTH INSURANCE COMMITTEE

THE WALWORTH COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

1 PART I: That Section 15-540 of the Walworth County Code of Ordinances is hereby
2 amended to read as follows (additions shown by underline; deletions shown by strike-
3 through):

4
5 "Sec. 15-540. ~~Labor-management health insurance committee.~~ Reserved.

6
7 The county will meet with ~~employee representatives of the county, the local unions and~~
8 ~~management on a quarterly basis to discuss health insurance. Selection of the employee~~
9 ~~representatives will be determined by management."~~

10
11 PART II: The ordinance shall be effective upon passage and publication.

12
13 PASSED and ADOPTED by the Walworth County Board of Supervisors this 13<sup>th</sup> day of
14 November 2012.

15
16
17
18 Nancy Russell
19 County Board Chair

Kimberly S. Bushey
Attest: County Clerk

20
21
22 County Board Meeting Date: November 13, 2012

23 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 11/7/2012
County Administrator/Corporation Counsel
Nicole Andersen 11/7/12
Deputy County Administrator - Finance
If unsigned, exceptions shall be so noted by the County Administrator.

**Ordinance No. 752 - 11/12**  
**Fiscal Note and Policy Impact Statement**

- I. Title:** Amending Section 15-540 of the Walworth County Code of Ordinances Relating to the Labor-Management Health Insurance Committee
- II. Purpose and Policy Impact Statement:** The purpose of this ordinance amendment is to eliminate the Labor-Management Health Insurance Committee.
- III. Is this a budgeted item and what is its fiscal impact:** Passage of this ordinance will have no fiscal impact on the county budget.
- IV. Referred to the following standing committee(s) for consideration and date of referral:**

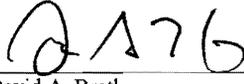
Committee: Human Resources Committee

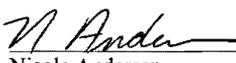
Date: November 5, 2012

Vote: 5 – 0

County Board Meeting Date: November 13, 2012

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.

 11/7/2012  
\_\_\_\_\_  
Date  
David A. Bretl  
County Administrator/Corporation Counsel

 11/7/12  
\_\_\_\_\_  
Date  
Nicole Andersen  
Deputy County Administrator-Finance

ORDINANCE NO. 753 – 11/12

AMENDING SECTION 15-322 OF THE WALWORTH COUNTY CODE OF ORDINANCES RELATING TO COMPENSATORY TIME FOR HIGHWAY EMPLOYEES

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

3  
4 PART I: That Section 15-322 of the Walworth County Code of Ordinances is hereby  
5 amended to read as follows (additions shown by underline; deletions shown by strike-  
6 through):

7  
8 "Sec. 15-322. Compensatory time.

9  
10 (a) Any employee in a classification assigned to overtime code 2 shall be  
11 compensated for overtime hours worked by payment at the applicable overtime rate or by  
12 granting the employee compensatory time off at the rate of one and one-half hours for every  
13 overtime hour worked in excess of 40 productive hours per week. The limit on banked accrued  
14 compensatory time shall be 60 hours for all groups with the exception of the patrolman/woman,  
15 mechanic II, machine operator, marking/signage lead worker, road lead worker and shop lead  
16 worker classifications in the public works departments which shall have a limit of ~~40~~ 80 hours.  
17 Compensatory time in excess of the limit shall be paid at the applicable overtime rate."

18  
19 PART II: The ordinance shall be effective as of January 1, 2013.

20  
21 PASSED and ADOPTED by the Walworth County Board of Supervisors this 13<sup>th</sup> day of  
22 November, 2012.

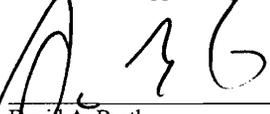
23  
24  
25  
26 \_\_\_\_\_  
27 Nancy Russell  
28 County Board Chair

29 \_\_\_\_\_  
30 Kimberly S. Bushey  
31 Attest: County Clerk

County Board Meeting Date: November 13, 2012

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

11/8/12  
Date

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

11/8/12  
Date

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

**Ordinance No. 753-11/12**  
**Fiscal Note and Policy Impact Statement**

- I. Title:** Amending Section 15-322 of the Walworth County Code of Ordinances Relating to Compensatory Time for Highway Employees
- II. Purpose and Policy Impact Statement:** The purpose of this ordinance amendment is to decrease the limit on banked accrued compensatory time for highway employees from 120 hours to 80 hours.
- III. Is this a budgeted item and what is its fiscal impact:** Funds were budgeted in 2013 for compensatory time bank payouts based on a limit of 120 hours. Although this change decreases the number of hours that can be accrued, the same amount of money should be utilized; however, it would be paid as overtime versus a compensatory time bank payout.
- IV. Referred to the following standing committee(s) for consideration and date of referral:**

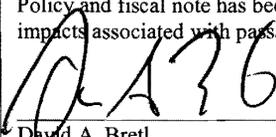
Committee: Human Resources

Date: November 5, 2012

Vote: 5 – 0

County Board Meeting Date: November 13, 2012

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

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

11/8/12  
Date

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

11/8/12  
Date

**Resolution No. 43-11/12**  
**Authorizing Write Off of Balance of 2008 Taxes and Waive Interest and Penalties on  
Parcel GA166600001**

1 Moved/Sponsored by: Finance Committee

2

3 **WHEREAS**, the County Treasurer ordered a title search on parcel GA166600001 owned by  
4 Daniel R and Mary A Roath in September 2011 as the first step in the commencement of  
5 foreclosure for outstanding 2008 real estate taxes; and,

6

7 **WHEREAS**, notice was received by the County Treasurer advising pending litigation between  
8 the owners of the property and the State of Wisconsin; and,

9

10 **WHEREAS**, Special Deputy Corporation Counsel removed the parcel from the list of parcels to  
11 be foreclosed; and,

12

13 **WHEREAS**, the Order for Judgment dated October 20, 2011 established the date of  
14 determination of the DNR's unauthorized taking of the property as June 23, 2008; and,

15

16 **WHEREAS**, the Roath's paid the 2008 taxes plus interest and penalty for the period January 1,  
17 2008 through June 22, 2008 pursuant to a Condemnation Review settled June 14, 2012; and,

18

19 **WHEREAS**, the remaining 2009, 2010 and 2011 have been paid by the municipality with the  
20 municipality seeking recovery through the rescinded/refunded tax process; and,

21

22 **WHEREAS**, upon adoption of this resolution, the Roath's legal counsel will deed the property  
23 to the State of Wisconsin resulting in the property being classified as tax exempt as of January 1,  
24 2013.

25

26 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board of Supervisors  
27 authorizes the write-off of the remaining balance of the 2008 taxes and waive the interest and  
28 penalties.

29

30 **BE IT FURTHER RESOLVED** that this tax write-off in the amount of \$1,427.37 is included in  
31 the 2012 budget; and,

32

33 **BE IT FURTHER RESOLVED** that this resolution is to be effective upon adoption.

34

35

36

37

38 \_\_\_\_\_  
39 Nancy Russell  
40 County Board Chair

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

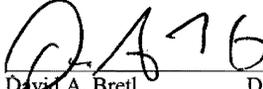
41

42 County Board Meeting Date: November 13, 2012

43

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:

	<u>11/7/12</u>		<u>11/7/12</u>
David A. Brett	Date	Nicole Andersen	Date
County Administrator/Corporation Counsel		Deputy County Administrator-Finance	

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

**Policy and Fiscal Note**  
**Resolution No. 43-11/12**

**I. Title:** Authorizing Write Off of Balance of 2008 Taxes and Waive Interest and Penalties on Parcel GA166600001

**II. Purpose and Policy Impact Statement:** Daniel R and Mary A Roath own parcel GA166600001 in the Town of Sugar Creek. The Roaths commenced an inverse condemnation action as Case No. 09-CV-367 against the State of Wisconsin Department of Natural Resources. The Roath's alleged that the creation of the Turtle Valley Wildlife area caused an actual physical occupation of their property due to the subsequent flooding that occurred when wetlands were constructed by the State in the adjoining wildlife area. Judgment was entered October 11, 2011 in favor of the Roaths determining that a taking had occurred by the DNR on June 23, 2008.

A Condemnation Review was commenced in April 2012 with settlement June 14, 2012 resulting in the proration of the 2008 taxes. The Roath's have paid the 2008 taxes from January 1, 2008 through June 22, 2008. This resolution addresses the balance of the 2008 taxes. The Town of Sugar Creek has paid the 2009, 2010 and 2011 taxes and are seeking recovery through the rescinded/refunded process with the State of Wisconsin.

The purpose of the resolution is to authorize write off of the remaining tax balance estimated to be \$1,427.37 and the cancellation of the interest and penalties in the amount of \$963.47. Upon passage of this resolution, the property will be deeded to the State and become tax exempt as of January 1, 2013 in accordance with Wisconsin Statute 70.11(1).

**III. Budget and Fiscal Impact:** This estimated tax write off in the amount of \$1,427.37 is included in the 2012 budget.

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

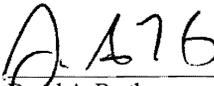
Committee: Finance

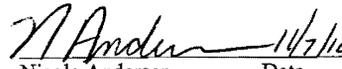
Meeting Date: October 18, 2012

Vote: 5 - 0

County Board Meeting Date: November 13, 2012

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.

 11/7/2012  
David A. Bretl Date  
County Administrator/Corporation Counsel

 11/7/12  
Nicole Andersen Date  
Deputy County Administrator-Finance

**Resolution No. 44-11/12**  
**Authorizing a \$30,000 Donation to the Wisconsin Dental Association for their 2013 Mission of Mercy**

1 Moved/Sponsored by: Health and Human Services Board and Finance Committee

2

3 **WHEREAS**, access to free, low-cost dental services was identified as one of four strategic  
4 priorities in the Walworth County Community Health Improvement Plan and Process; and,

5

6 **WHEREAS**, the Wisconsin Dental Association annually sponsors a two-day free dental clinic  
7 entitled Mission of Mercy (MOM); and,

8

9 **WHEREAS**, the MOM aims to provide free, critical dental care with a high priority on treating  
10 patients in pain and with infections; and,

11

12 **WHEREAS**, in 2012 a total of 1,810 volunteers, including 395 dentists, participated in the  
13 MOM in Madison, Wisconsin; and,

14

15 **WHEREAS**, in 2012, the MOM served 3,595 patients in the two-day period and provided \$1.75  
16 million in donated dental care; and,

17

18 **WHEREAS**, the Wisconsin Dental Association has selected Badger High School in Lake  
19 Geneva as the site of the 2013 MOM which will be held on June 28 – June 29, 2013; and,

20

21 **WHEREAS**, although dentists and dental professionals volunteer their time, community  
22 volunteers, in-kind donations and cash funds are needed to provide such items as supplies,  
23 medicine, and food; and,

24

25 **WHEREAS**, the fundraising goal for the 2013 MOM is \$120,000 – \$150,000; and,

26

27 **WHEREAS**, for every \$1 in hard-dollar donations, Wisconsin Dental Association dentists and  
28 other MOM volunteers donate \$6-\$8 of care; and,

29

30 **WHEREAS**, the Walworth County Department of Health & Human Services (DHHS) is an  
31 active member of the Local Mission of Mercy Committee; and,

32

33 **WHEREAS**, DHHS is projecting a surplus in its 2012 operating budget.

34

35 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Health & Human  
36 Services Board recommends that a donation in the amount of \$30,000 be made to the Wisconsin  
37 Dental Association.

38

39 **BE IT FURTHER RESOLVED** that this donation be specifically used to offset costs related to  
40 the June 28 – 29, 2013 Mission of Mercy to be held at Badger High School in Lake Geneva,  
41 Wisconsin; and,

42

1 **BE IT FURTHER RESOLVED** that the \$30,000 of available funds be transferred from Health  
2 & Human Service Account 213030A 52501 (Inpatient Services), which is projecting a surplus in  
3 excess of \$130,000, to the appropriate Community Initiative account for payment.  
4

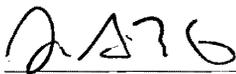
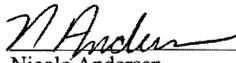
5  
6  
7

8 \_\_\_\_\_  
9 Nancy Russell  
10 County Board Chair  
11 \_\_\_\_\_  
12 Kimberly S. Bushey  
13 County Clerk

14 Action Required: Majority  X  Two-thirds \_\_\_\_\_ Other \_\_\_\_\_

County Board Meeting Date: November 13, 2012

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

	<u>11/7/2012</u>		<u>11/7/12</u>
David A. Bretl	Date	Nicole Andersen	Date
County Administrator/Corporation Counsel		Deputy County Administrator - Finance	

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



**Resolution No. 47 – 11/12**

**Approving amendments to the Walworth County Multi-Jurisdictional Comprehensive Plan**

1 Moved/Sponsored by: County Zoning Agency

2

3 **WHEREAS**, Wisconsin’s Farmland Preservation law, set forth in Chapter 91 of the Wisconsin  
4 Statutes, requires counties to adopt a Farmland Preservation Plan meeting new statutory  
5 requirements; and,

6

7 **WHEREAS**, the Walworth County Board of Supervisors approved an update to the Walworth  
8 County Farmland Preservation Plan on July 10, 2012 that meets the requirements set forth in  
9 Chapter 91 of the Wisconsin Statutes; and,

10

11 **WHEREAS**, the updated Walworth County Farmland Preservation Plan was certified by the  
12 State of Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) on  
13 July 31, 2012; and,

14

15 **WHEREAS**, Section 91.10(2) of Wisconsin Statutes requires that if a county has a  
16 comprehensive plan, the county shall include the farmland preservation plan in its  
17 comprehensive plan and shall ensure that the farmland preservation plan is consistent with the  
18 comprehensive plan; and,

19

20 **WHEREAS**, the purpose of the attached amendments (See Exhibit A) are to update the  
21 Walworth County Comprehensive Land Use Plan to include language stating that the Walworth  
22 County Farmland Preservation Plan Update has been adopted and certified by DATCP as  
23 required by State Statutes, to amend language in the comprehensive plan that lists criteria for  
24 rezoning land out of the A-1 Prime Agricultural Zoning District to reflect the new rezoning  
25 requirements contained in Section 91.48 of Wisconsin Statutes, and also to amend the  
26 comprehensive land use plan to adopt the Walworth County Farmland Preservation Plan Update  
27 by reference; and,

28

29 **WHEREAS**, the attached amendments are consistent with all of the goals, objectives, policies,  
30 criteria and standards contained in the Multi-Jurisdictional Comprehensive Plan for Walworth  
31 County; and,

32

33 **WHEREAS**, Walworth County has duly noticed a public hearing on the amendments to the  
34 comprehensive plan and held said public hearing on October 18, 2012, in accordance with  
35 Section 66.1001(4) (a) and the adopted public participation plan.

36

37 **NOW, THEREFORE, BE IT RESOLVED**, that pursuant to Sections 91.10(2) and 66.1001(4)  
38 of the Wisconsin Statutes, the Walworth County Board of Supervisors hereby approves the  
39 comprehensive plan amendments as set forth in attached Exhibit A.

40

41 **BE IT FURTHER RESOLVED**, that a copy of the adopted plan amendments be transmitted to  
42 the governing bodies of all of the cities, villages and towns within the county and to the  
43 designated agencies set forth in sec. 66.001, Wis. Stats.

44



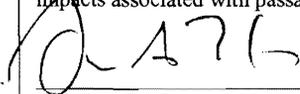
**Policy and Fiscal Note**  
**Resolution No. 47 – 11/12**

- I. **Title:** Approving Amendments to the Walworth County Multi-Jurisdictional Comprehensive Plan
  
- II. **Purpose and Policy Impact Statement:** This resolution approves amendments to the Walworth County Multi-Jurisdictional Comprehensive Plan: 2035
  
- III. **Budget and Fiscal Impact:** Passage of this resolution will have minimal impact on the county budget.
  
- IV. **Referred to the following standing committees for consideration and date of referral:**

Committee: County Zoning Agency      Meeting Date: October 18, 2012

Vote:            7 – 0

County Board Meeting Date: November 13, 2012

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 County Administrator/Corporation Counsel	 _____ Nicole Andersen Deputy County Administrator - Finance
11/6/12 Date	11/6/12 Date

## EXHIBIT A

### Text Amendments to the Multi-Jurisdictional Comprehensive Plan For Walworth County: 2035

#### Adoption of the Farmland Preservation Plan Into the Comprehensive Plan by Reference

Additions denoted by **bold and underline** deletions denoted by ~~Strikethrough~~ as follows:

#### Page VI-7, County Farmland Preservation Plan

Walworth County adopted a farmland preservation plan in 1978, becoming one of the first counties in the State to do so. The preparation of the County farmland preservation plan report occurred after a major effort, undertaken between 1967 and 1974, to prepare a new set of zoning maps for the unincorporated area of the County, which maps included the widespread application of the A-1 Prime Agricultural Land district. The County farmland preservation plan was certified by the Wisconsin Department of Agriculture, Trade and Consumer Protection in 1978. This plan, along with the County's A-1 Prime Agricultural Land zoning district and the Walworth County Land Conservation Committee's soil and water conservation requirements, qualifies eligible owners of farmland in Walworth County to apply for Wisconsin Farmland Preservation Program tax credits at the 100 percent funding level. **The update to the Walworth County Farmland Preservation Plan was approved by the Walworth County Board on July 10, 2012 and certified by the State of Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) on July 31, 2012. The Plan is certified through December 31, 2022. The Plan is consistent with all of the goals, objectives, policies, criteria and standards contained in the Multi-Jurisdictional Comprehensive Plan for Walworth County and adopted by reference in to the Multi-Jurisdictional Comprehensive Plan.**

#### Page IX-6 & 7, Prime Agricultural Land

Prime agricultural land consists largely of agricultural lands covered by Capability Class I, II, and III soils as identified by the U.S. Natural Resources Conservation Service. The prime agricultural lands shown on the land use plan map generally correspond to the County's A-1 Prime Agricultural Land zoning district with certain exclusions in areas where the respective town plans recommend future urban or rural development. The prime agricultural land area includes scattered homesites and vacant lots within essentially agricultural areas that have been "blended in" as a mapping convention. The prime agricultural land area shown on Map IX-1 encompasses about 171,400 acres (50.9 percent of the County's unincorporated area).

With certain exceptions, the lands identified as prime agricultural on the land use plan map will be retained in agricultural use and in related uses that are allowed as principal or conditional uses in the A-1 Prime Agricultural Land zoning district of the County zoning ordinance, with a minimum parcel size of 35 acres. The exceptions are:

- Areas which may in the future be found to meet the criteria for rezoning from the A-1 Prime Agricultural Land zoning district set forth in Table IX-4.
- Parcels which may be developed in accordance with the substandard lot provisions of the County Zoning Ordinance.
- Areas which are in the future proposed for agricultural manufacturing, warehousing, and marketing uses (uses permitted in the A-4 zoning district)—where the proposed use is compatible with adjacent agricultural areas and consistent with County and town goals and objectives. All such proposals will be subject to the County zoning ordinance. Such areas would have to be rezoned into the A-4 Agricultural Related Manufacturing, Warehousing, and Marketing district and receive a conditional use permit. Such uses, if approved, will be accommodated without amending the comprehensive plan.
- Areas which are in the future proposed for mineral extraction use where the proposed use is compatible with adjacent agricultural use and consistent with County and town goals and objectives. Additional policies for extractive uses are presented later in this chapter.
- This plan specifically permits the development of lands identified as prime agricultural for any use allowed under the zoning in effect as to that parcel.

The criteria for rezoning land from the A-1 Prime Agricultural Land zoning district set forth in Table IX-4 were recommended by the Walworth County Smart Growth Technical Advisory Committee in recognition of the fact that there are some inclusions of Class IV-VIII soils in the prime agricultural land area which could potentially be diverted from agricultural use without jeopardizing the remaining prime agricultural land. Parcels that meet the criteria in Table IX-4 could be rezoned from the A-1 zoning district without amending the plan. These criteria are consistent with the County farmland preservation plan and State farmland preservation law, and they have long been used by Walworth County as a guide to decision-making on proposed rezones from the A-1 zoning district. **The update to the Walworth County Farmland Preservation Plan was approved by the Walworth County Board on July 10, 2012 and certified by the State of Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) on July 31, 2012. The Plan is certified through December 31, 2022. The Plan is consistent with all of the goals, objectives, policies, criteria and standards contained in the Multi-Jurisdictional Comprehensive Plan for Walworth County and adopted by reference in to the Multi-Jurisdictional Comprehensive Plan.**

Page IX-18

Table IX-4

CRITERIA FOR REZONING LAND FROM THE A-1 PRIME AGRICULTURAL LAND ZONING DISTRICT

2. In accordance with the Wisconsin Farmland Preservation Law (sec 91.77 ~~.48~~(1)), the proposed rezone may be approved by the County and Town only after findings are made based upon consideration of the following:
  - 2a. ~~Adequate public facilities to accommodate development either exist or will be provided within a reasonable timeframe.~~ **The land is better-suited for a use not allowed in the farmland preservation zoning district.**
  - 2b. ~~Provision of public facilities to accommodate development will not place an unreasonable burden on the ability of affected local units of government to provide them.~~ **The rezoning is consistent with any applicable comprehensive plan.**
  - 2c. ~~The land is suitable for development and development will not result in undue water or air pollution, cause unreasonable soil erosion, or have an unreasonably adverse effect on rare or irreplaceable natural areas.~~ **The rezoning is substantially consistent with the County certified Farmland Preservation Plan.**
  - 2d. **The rezoning will not substantially impair or limit current or future agricultural use of surrounding parcels of land that are zoned for or legally restricted to agricultural use.**

*Note: Standards "2a" and "2b" involve an evaluation of the availability of public facilities—recognizing that public facility needs vary with the type of development. Standard "2c" can be expected to be met provided that the proposed development is consistent with the County's environmental ordinances.*

*Source: Walworth County, Towns in Walworth County, and SEWRPC.*

Page X-6, Agricultural Resource Policies and Programs

4. In 2005, the Secretary of the Wisconsin Department of Agriculture, Trade and Consumer Protection (**DATCP**) created a steering committee to address the loss of farm and forest land in the State. This program is called the Working Lands Initiative. The Working Lands Initiative steering committee issued its recommendations in 2006. Many of the recommendations of that steering committee will be implemented through legislation included in the 2009-2011 State budget bill. In addition to creating the agricultural conservation easements grant program referenced above, that legislation requires counties to update their farmland preservation plans in order to enable farmers to continue to claim State farmland preservation tax credits. Deadlines for the plan updates vary by county. For Walworth County, the updated farmland preservation plan must be certified by December 31, 2011. (**DATCP granted Walworth County a two-year extension**) Updated farmland preservation plans are required to be consistent with county comprehensive plans. **The update to the Walworth County Farmland Preservation Plan was approved by the Walworth County Board on July 10, 2012 and certified**

**by the State of Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) on July 31, 2012. The Plan is certified through December 31, 2022. The Plan is consistent with all of the goals, objectives, policies, criteria and standards contained in the Multi-Jurisdictional Comprehensive Plan for Walworth County and adopted by reference in to the Multi-Jurisdictional Comprehensive Plan.**

Page XVI-5, MISCELLANEOUS PLAN IMPLEMENTATION CONSIDERATIONS

- The State 2009-2011 budget bill signed by the Governor on June 29, 2009, includes changes to the Wisconsin Farmland Preservation Program. The bill requires that counties update their farmland preservation plans in order to enable farmers to continue to claim the farmland preservation tax credits. The bill requires that the county or concerned local zoning jurisdiction update its farmland preservation zoning ordinance in a manner that meets the requirements of the bill in order to enable farmers to claim the farmland preservation tax credit based on zoning. The bill requires that a landowner seeking to have his or her land removed from a farmland preservation zoning district (A-1 Prime Agricultural Land district in Walworth County) pay a per-acre fee on the land to be rezoned. The bill authorizes \$12 million for a State program that supports local efforts, with a 50 percent matching grant, to purchase agricultural conservation easements. Updated farmland preservation plans are required to be consistent with a county's comprehensive plan. Deadlines for implementation vary by county depending on recent population growth. For Walworth County, the updated farmland preservation plan must be certified by December 31, 2011 (**DATCP granted Walworth County a two-year extension**). **The update to the Walworth County Farmland Preservation Plan was approved by the Walworth County Board on July 10, 2012 and certified by the State of Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) on July 31, 2012. The Plan is certified through December 31, 2022. \*The Plan is consistent with all of the goals, objectives, policies, criteria and standards contained in the Multi-Jurisdictional Comprehensive Plan for Walworth County and adopted by reference in to the Multi-Jurisdictional Comprehensive Plan.**

**\*Wisconsin statutes require the updated Farmland Preservation Plan to be adopted into the Comprehensive Land Use Plan.**

**Resolution No. 50- 11/12**  
**Approving the Rules for Implementing the 2013 Adopted Pay Ranges for Certain Hourly Employees**

1 Moved/Sponsored by: Human Resources

2

3 **WHEREAS**, on October 9, 2012 the 2013 pay ranges for certain hourly employees were adopted  
4 by the County Board; and,

5

6 **WHEREAS**, current employees will be moving to the 2013 pay ranges beginning the first full  
7 pay period in January of 2013; and,

8

9 **WHEREAS**, at their November 5, 2012 meeting, the Human Resources Committee  
10 recommended the following rules for implementing the movement of current employees to the  
11 2013 pay ranges:

12

13 • Employees in a range that is lower than the adopted 2013 pay range will move to the step  
14 in the new range that provides the smallest increase, and they will retain their current next  
15 step date, or if they did not have a next step date, their next step date will be January 1,  
16 2014;

17

18 • Employees in a range that is the same as the adopted 2013 pay range will remain at their  
19 current step, should it exist in the new range, or shall move to the step that provides the  
20 smallest increase and will retain their current next step date, or if they did not have a next  
21 step date, their next step date will be January 1, 2014.

22

23 • Employees in a range that is higher than the adopted 2013 pay range, but is at a step that  
24 is within the adopted pay range, shall move to the step in the 2013 pay range that  
25 provides the smallest increase and they will retain their current next step date, or if they  
26 did not have a next step date their next step date will be January 1, 2014.

27

28 • Employees in a range and at a step that is higher than the adopted 2013 pay range will be  
29 red-circled at their current rate beginning January 1, 2013.

30

31 • Beginning January 1, 2014, if the employee is at a rate that is less than 10% higher than  
32 the adopted pay range, they will continue to be red-circled until such time as the pay  
33 range catches up to their hourly rate.

34

35 • Beginning January 1, 2014, if the employee is at a rate that is more than 10% higher than  
36 the adopted pay range, their pay will be reduced by up to \$1.00 each January 1<sup>st</sup> until the  
37 pay rate is less than 10% higher than the adopted pay range.

38

1 **NOW, THEREFORE, BE IT RESOLVED** that the Walworth County Board of Supervisors  
2 hereby approves the rules for implementing the 2013 adopted pay ranges for certain hourly  
3 employees as recommended by the Human Resources Committee on November 5, 2012.  
4  
5  
6  
7

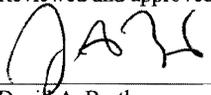
8 \_\_\_\_\_  
9 Nancy Russell  
10 County Board Chair

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

11  
12 Action Required: Majority  X  Two-thirds \_\_\_\_\_ Other \_\_\_\_\_

13  
14 County Board Meeting Date: November 13, 2012

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

	<u>11/9/2012</u>		<u>11/9/12</u>
David A. Bretl	Date	Nicole Andersen	Date
County Administrator/Corporation Counsel		Deputy County Administrator - Finance	

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



Example

	Assumed Market Increase (for illustrative purposes only)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Incumbent Rate	Increase (Decrease)	Effective Date	% above Range
<b>2012 Range</b>		15.32	16.06	16.79	17.62	18.48	19.38				19.38			
<b>2013 Range</b>		11.22	11.49	11.77	12.04	12.32	12.59	12.86	13.14	13.41	19.38	0.00	1/1/2013	44.52%
<b>2014 Range</b>	2% Increase	11.44	11.72	12.01	12.28	12.57	12.84	13.12	13.40	13.68	18.38	(1.00)	1/1/2014	34.37%
<b>2015 Range</b>	3% Increase	11.79	12.07	12.37	12.65	12.94	13.23	13.51	13.80	14.09	17.38	(1.00)	1/1/2015	23.36%
<b>2016 Range</b>	3% Increase	12.14	12.43	12.74	13.03	13.33	13.62	13.92	14.22	14.51	16.38	(1.00)	1/1/2016	12.88%
<b>2017 Range</b>	3% Increase	12.51	12.81	13.12	13.42	13.73	14.03	14.33	14.65	14.95	16.38	0.00	1/1/2017	9.59%
<b>2018 Range</b>	5% Increase	13.13	13.45	13.77	14.09	14.42	14.73	15.05	15.38	15.69	16.38	0.00	1/1/2018	4.37%
<b>2019 Range</b>	3% Increase	13.52	13.85	14.19	14.51	14.85	15.18	15.50	15.84	16.16	16.38	0.00	1/1/2019	1.33%
<b>2020 Range</b>	3% Increase	13.93	14.27	14.61	14.95	15.30	15.63	15.97	16.31	16.65	16.65	0.27	1/1/2020	0.00%

STATE OF WISCONSIN      CIRCUIT COURT      WALWORTH COUNTY  
WALWORTH COUNTY CLERK

HOUSEHOLD FINANCE CORPORATION III,  
26525 N. Riverwoods Blvd.  
Mettawa, Illinois 60045;

2012 NOV -8 AM 10: 36

Plaintiff,  
vs.

Case No.  
Code No. 30404  
Foreclosure of Mortgage  
Dollar Amount Greater Than \$5,000.00

'12 01 03 03

HARVEY D. COPELAND and ELIZABETH  
A. COPELAND, husband and wife,  
W9692 Walworth Woods Road  
Delavan, Wisconsin 53115;

WALWORTH COUNTY  
c/o County Clerk,  
Walworth County Judicial Center  
1800 County Highway NN  
Elkhorn, Wisconsin 53121;

FILED  
CIRCUIT COURT  
NOV 06 2012  
CLERK OF COURTS WALWORTH CO.

Defendants.

---

SUMMONS

---

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 (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. In the event State of Wisconsin is a defendant, it has (45) days within which to answer. In the event that the United States of America is a defendant, it has (60) days within which to file its responsive pleading to the complaint. The answer must be sent or delivered to the court, whose address is:

**Clerk of Circuit Court  
Walworth County Courthouse  
1800 County Road NN  
Elkhorn, Wisconsin 53121**

and to O'Dess and Associates, S.C., Plaintiff's attorneys, whose address is:

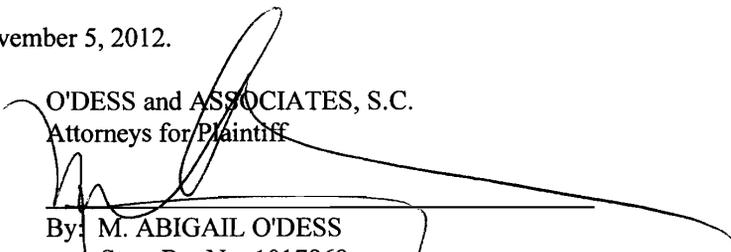
**O'Dess and Associates, S.C.  
Suite 403  
1414 Underwood Avenue  
Wauwatosa, Wisconsin 53213**

You may have an attorney help or represent you.

If you do not provide a proper answer within (20) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated at Wauwatosa Wisconsin, this November 5, 2012.

O'DESS and ASSOCIATES, S.C.  
Attorneys for Plaintiff

By:   
M. ABIGAIL O'DESS  
State Bar No. 1017869  
CHAD F. KOWALEWSKI  
State Bar No. 1032968

POST OFFICE ADDRESS:  
Suite 403  
1414 Underwood Avenue  
Wauwatosa, Wisconsin 53213  
(414) 727-1591

STATE OF WISCONSIN                      CIRCUIT COURT                      WALWORTH COUNTY

HOUSEHOLD FINANCE CORPORATION III,  
26525 N. Riverwoods Blvd.  
Mettawa, Illinois 60045;

Plaintiff,  
vs.

Case No. **12 CV 00003**  
Code No. 30404  
Foreclosure of Mortgage  
Dollar Amount Greater Than \$5,000.00

HARVEY D. COPELAND and ELIZABETH  
A. COPELAND, husband and wife,  
W9692 Walworth Woods Road  
Delavan, Wisconsin 53115;

WALWORTH COUNTY  
c/o County Clerk,  
Walworth County Judicial Center  
1800 County Highway NN  
Elkhorn, Wisconsin 53121;

Defendants.

**FILED**  
**CIRCUIT COURT**  
*[Signature]*  
**NOV 06 2012**  
CLERK OF COURTS-WALWORTH CO.

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COMPLAINT

---

Now Comes the above named plaintiff, by its attorneys, O'Dess and Associates, S.C., and as and for a complaint against the defendants, alleges and shows to the Court as follows:

1. That plaintiff is described and identified in Schedule 1 which is attached hereto and incorporated herein by reference as if set forth in full herein.
2. That the defendant(s), Harvey D. Copeland and Elizabeth A. Copeland, husband and wife, identified in Schedule 1 which is attached hereto and incorporated herein by reference as if set forth in full herein and who are referred to herein as mortgagor(s), duly executed and delivered a note and mortgage, for the consideration as expressed therein, copies of which are annexed hereto as Exhibit 1 and Exhibit 2, respectively, and by reference made a part hereof. That said mortgage was duly recorded in the office of the Register of Deeds for this

County.

3. That plaintiff is the lawful holder of said note and mortgagee of record.
4. That the other defendants, if any, identified in the attached Schedule 1 may have or claim to have an interest in the premises as set forth in said Schedule, but that all such interests are subordinate to plaintiff's mortgage and plaintiff's claim made herein.
5. That the mortgage premises are known and legally described as follows:

A PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 15 EAST, TOWNSHIP OF RICHMOND, WALWORTH COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 18; THENCE SOUTH 2835.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 103.44 FEET; THENCE NORTH 87 DEGREES 20 MIN. EAST 660.0 FEET; THENCE NORTH 103.44 FEET; THENCE SOUTH 87 DEGREES 20 MIN. WEST 660.00 FEET TO THE POINT OF BEGINNING. ALSO, A PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 15 EAST, TOWNSHIP OF RICHMOND, WALWORTH COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 18; THENCE SOUTH 2939.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 103.44 FEET; THENCE NORTH 87 DEGREES 20 MIN. EAST 660.00 FEET; THENCE NORTH 103.44 FEET; THENCE SOUTH 87 DEGREES 20 MIN. WEST 660.00 FEET TO THE POINT OF BEGINNING. More commonly known as: W9692 Walworth Woods Road. Tax Key Nos. CR 1800007P & CR 1800007B

6. That according to its terms, there is now due and owing to plaintiff on said mortgage note and mortgage as of November 12, 2012 the following:

Principal	\$131,858.50
Interest	\$17,773.92
Late Charges	\$857.82
Corporate Advances	\$225.00
Taxes	\$4,525.15
Unapplied Funds	(\$40.76)
Total	\$155,199.63

That payments pursuant to said mortgage note and mortgage are due from May 28, 2011.

7. That by reason of the aforesaid default on the part of the defendants, a notice of acceleration was given to defendants in compliance with the terms of the mortgage note and mortgage herein.

8. That the plaintiff has elected to proceed to foreclosure pursuant to §846.101, formerly §816.101, formerly §278.101, or §846.103(2) or §846.102 Wisconsin Statutes, that the premises covered by the mortgage are twenty acres or less in area, and are owner occupied, and that pursuant to said section plaintiff hereby elected to waive judgment for any deficiency which may remain due the plaintiff after sale of the mortgaged premises, against every party who is personally liable for the debt secured by the mortgage, and consents that the mortgagor(s), unless they abandon the property, may remain in possession of the mortgaged property and be entitled to all of the rents, issues and profits therefrom to the date of confirmation of sale by the Court. However, if the property is not owner occupied plaintiff will proceed under §846.103(2) for a three month redemption period. If the property is vacant and abandoned plaintiff will proceed to judgment under §846.102 Wis. Stats. and request a five week redemption period.

WHEREFORE, plaintiff demands judgment:

1. For the foreclosure and sale of the mortgaged premises in accordance with §846.101 or §846.103(2) or §846.102 Wisconsin Statutes depending upon occupancy status upon service of process;

2. That the amount due to the plaintiff in principal and interest, costs, disbursements and attorneys' fees be adjudged and determined;

3. That the defendants and all persons claiming under them be barred and foreclosed from all right, claim, lien, title, and equity of redemption in or to said premises, except the right to redeem the same before sale as provided by law;

4. That the mortgagor defendants or persons occupying the premises be enjoined and restrained from committing waste during the pendency of the action; and

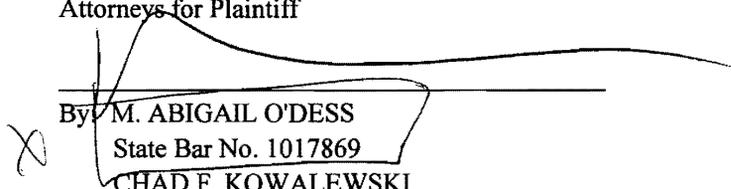
5. That the plaintiff may take all necessary steps to secure and winterize the subject

property in the event it is abandoned by the defendants and becomes unoccupied during the redemption period or until such time as this matter is concluded; and

6. That the plaintiff seeks permission, pursuant to §846.09, Wisconsin Statutes, to amend its pleadings to add any other parties it determines are necessary; and

7. That plaintiff have such other and further relief as may be just and equitable.

O'DESS and ASSOCIATES, S.C.  
Attorneys for Plaintiff

By  M. ABIGAIL O'DESS  
State Bar No. 1017869  
CHAD F. KOWALEWSKI  
State Bar No. 1032968

POST OFFICE ADDRESS:  
Suite 403  
1414 Underwood Avenue  
Wauwatosa, Wisconsin 53213  
(414) 727-1591

**O'Dess and Associates, S.C., is attempting to collect a debt and any information obtained will be used for that purpose.**

If you have previously received a Chapter 7 Discharge in Bankruptcy, this correspondence should not be construed as an attempt to collect a debt.

## SCHEDULE 1

### **Plaintiff**

1. That the plaintiff, Household Finance Corporation III, is a foreign corporation, duly organized and existing under the laws of the State of Delaware, with its offices located at 26525 North Riverwood Boulevard, Mettawa, IL 60045.

### **Defendants**

2. That the defendants, Harvey D. Copeland and Elizabeth A. Copeland, husband and wife, are adult residents of the City of Delavan, County of Walworth, State of Wisconsin, residing at W9692 Walworth Woods Road; that defendants' occupations are unknown.

3. That the defendant, County of Walworth, is a body politic and a body corporate, duly organized and existing under the laws of the State of Wisconsin, with its offices located in care of the County Clerk, 100 West Walworth Street, Elkhorn, Wisconsin; that said defendant has, or may have, or may claim to have, an interest or lien in the subject premises by virtue of the following:

Judgment docketed in the Office of the Clerk of Courts for Walworth County on September 21, 2011, No.08TR004365 in favor of Walworth County Clerk of Circuit Court, 1800 County Road NN, P.O. Box 1001, Elkhorn, WI 53121 plaintiff, vs. Harvey D. Copeland, Jr., N246 Howard Road, Whitewater, WI 53190 defendant, in the sum of \$181.73.

Judgment docketed in the Office of the Clerk of Courts for Walworth County on November 19, 2011, No. 08CT000733 in favor of Walworth County Clerk of Circuit Court, 1800 County Road NN, P.O. Box 1001, Elkhorn, WI 53121 plaintiff, vs. Harvey D. Copeland, Jr., W9692 Walworth Woods Road, Delavan, WI 53115 defendant, in the sum of \$346.08.

Judgment docketed in the Office of the Clerk of Courts for Walworth County on November 19, 2011, No. 07CT000508 in favor of Walworth County Clerk of Circuit Court, 1800 County Road NN, P.O. Box 1001, Elkhorn, WI 53121 plaintiff, vs. Harvey D. Copeland, W9692 Walworth Woods Road, Delavan, WI 53115 defendant, in the sum of \$771.98.

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

1. O'Dess and Associates, S.C. is the creditor's law firm and is attempting to collect a debt for the creditor. Any information the debtor provides to O'Dess and Associates, S.C. will be used for that purpose.

2. The amount of the debt as of November 12, 2012, is set forth in paragraph 6 of the complaint attached hereto. Since interest, late charges, and other charges may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (414) 727-1591 and ask for attorney M. Abigail O'Dess.

3. The plaintiff as named in the attached summons and complaint is the creditor to whom the debt is owed.

4. The debt described in the complaint attached hereto and evidenced by the copy of the mortgage note attached hereto will be assumed to be valid by O'Dess and Associates, S.C., unless the debtor, within thirty days after the receipt of this notice, disputes the validity of the debt or some portion thereof.

5. **The law does not require O'Dess and Associates, S.C. to wait until the end of the thirty-day period before suing you to collect this debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty-day period that begins with your receipt of this notice, the law requires our law firm to suspend efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.**

6. If the debtor notifies O'Dess and Associates, S.C. in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, O'Dess and Associates, S.C. will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by O'Dess and Associates, S.C.

7. If the creditor named as plaintiff in the attached summons and complaint is not the original creditor, and if the debtor makes a written request to O'Dess and Associates, S.C. within the thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by O'Dess and Associates, S.C.

8. Written requests should be addressed to Attorney M. Abigail O'Dess, O'Dess and Associates, S.C., Suite 403, 1414 Underwood Avenue, Wauwatosa, Wisconsin 53213.

If you have previously received a Chapter 7 Discharge in Bankruptcy, this correspondence should not be construed as an attempt to collect a debt.

**LOAN AGREEMENT**  
Including Truth-in-Lending Disclosure

<b>Lender:</b> (Called "We", "Us", "Our") HOUSEHOLD FINANCE CORPORATION III 5471 SOUTH 76TH STREET SOUTHRIDGE PLAZA GREENDALE, WI 53129	
<b>Borrowers:</b> (Called "You", "Your") HARVEY D. COPELAND ELIZABETH A. COPELAND W9692 WALWORTH WOOD DELAVAN, WI 53115	
<b>Date of Loan:</b> 12/22/2006	<b>Loan Number:</b> [REDACTED]

In this agreement, "you", "your" mean the Borrower(s) who signs this agreement. "We", "us" and "our" refer to the Lender. This agreement covers the terms and conditions of your loan. It is important to us that you clearly understand the features of your loan. Please read this agreement carefully, and ask us any questions you may have.

Truth-In-Lending Disclosure			
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
7.609%	\$198,342.32 ("e")	\$135,222.28	\$333,564.60 ("e")
<b>Your payment schedule will be:</b>			
Number of Payments	Amount of Payments	When Payments are Due ("e")	
1	\$1,065.42	Day 22 of each month thereafter.	
11	\$1,065.42	Day 22 of each month thereafter.	
12	\$1,046.23	Day 22 of each month thereafter.	
12	\$1,027.50	Day 22 of each month thereafter.	
12	\$1,009.27	Day 22 of each month thereafter.	
12	\$991.56	Day 22 of each month thereafter.	
12	\$974.39	Day 22 of each month thereafter.	

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12	\$957.77	Day 22 of each month thereafter.
12	\$941.74	Day 22 of each month thereafter.
12	\$926.30	Day 22 of each month thereafter.
12	\$911.47	Day 22 of each month thereafter.
240	\$897.27	Day 22 of each month thereafter.
"e" means an estimate		

**Assumption:** Someone buying your home cannot assume the remainder of the mortgage on the original terms.

**YOU ARE GIVING US A SECURITY INTEREST IN THE REAL PROPERTY AS DESCRIBED IN THE MORTGAGE AND LOCATED AT:**

W9692 WALWORTH WOOD  
DELAVAN, WI 53115

**Late Charge** If your monthly installment is not paid in full within 15 day(s) after it is due, you will be charged a late charge equal to 5% of the unpaid amount of the monthly installment.

**Prepayment** You may prepay your loan in full or in part at any time without penalty. If you pay off your loan early, you will not be entitled to a refund of that part of the Finance Charge consisting of any prepaid finance charges.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

The Settlement Statement provides your disbursements and the Itemization of the Amount Financed.

The figure disclosed in the Annual Percentage Rate box on page one is a composite Annual Percentage Rate which reflects the effect of the various interest rate reductions over the term of your loan. Your payment schedule assumes that all payments are received on the due date. See the "Adjustment to Contract Rate (Pay Right Rewards Program)" section of this agreement.

**ABOUT THE SECURITY:**

**Your Obligation to Insure**

You shall keep the structures located on the real property securing your loan insured against damage caused by fire and other physical hazards, name us as a loss payee and deliver to us a loss payable endorsement. If insurance covering the real property is canceled or expires while your loan is outstanding and you do not reinstate the coverage, we may obtain, at our option, hazard insurance coverage protecting our interest in the real property as outlined below.

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**Real Property Taxes and Homeowners Insurance**

Homeowners Insurance covering fire and other hazards on the real property security is required, naming us as a loss payee for the term of your loan. You shall pay us on the day that monthly installments are due under this agreement, an additional sum (the "Funds") to be used to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the real property; (b) leasehold payments or ground rents on the real property, if any; (c) premiums for any and all insurance required by us under this agreement and the Mortgage ("Escrow Items"). You will pay us the Funds for Escrow Items unless we waive your obligation to pay the Funds for any or all Escrow Items. We may waive your obligation to pay us Funds for any or all Escrow Items at any time. Any such waiver must be in writing. In the event of such waiver, you will be solely responsible for paying the amounts due for any Escrow Items directly and, if we require, you shall furnish us with receipts evidencing such payment within such time period as we may reasonably require.

**Title Insurance**

Title insurance on the real property security is required, naming us as a loss payee. You must purchase title insurance or its local equivalent protecting our lien on the real property as a condition to obtaining your loan. You may purchase title insurance from any title insurance provider you choose that we reasonably believe provides sufficient financial protection to us. You request such title insurance and authorize us to deduct the costs of the title insurance from your loan proceeds in order to pay the title insurance provider.

**Lender's Right to Place Hazard Insurance**

You authorize us, at our option, to obtain hazard insurance coverage on the real property in an amount not greater than the outstanding balance of principal and interest on your loan or, if known to be less, the replacement value of the real property, in the event that you fail to maintain the required hazard insurance outlined above or fail to provide adequate proof of its existence. You authorize us to charge you for the costs of this insurance. We may choose to add the insurance charges to the unpaid balance of your loan, which will accrue interest at the Contract Rate, or bill you for the annual premium on a periodic basis. The addition of the insurance charges due might increase the amount of your final monthly installment. The cost of lender-placed hazard insurance might be higher than the cost of standard insurance protecting the real property. The lender-placed insurance will not insure the contents of the real property or provide liability coverage. The insurance might not be the lowest cost coverage of its type available and you agree that we have no obligation to obtain the lowest cost coverage. We or an affiliated company might receive some benefit from the placement of this insurance and you will be charged for the full cost of the premium without reduction for any such benefit. If at any time after we have obtained this insurance, you provide adequate proof that you have subsequently purchased the required coverage, we will cancel the coverage we obtained and credit any unearned premiums to your loan.



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**ABOUT YOUR LOAN REPAYMENT:**

SCHEDULED MATURITY DATE	12/22/2036	PREPAID FINANCE CHARGES	\$2,703.34
MONTHS OF CONTRACT	360	PRINCIPAL	\$137,925.62
CONTRACT RATE (per year)	8.550%		
AMOUNT FINANCED	\$135,222.28		

**Promise to Pay**

You agree to the terms of this agreement and promise to pay us the principal (Amount Financed plus prepaid finance charges consisting of Loan Administration Fee) plus interest which is computed at a rate of 8.550% (the "Contract Rate"). You agree to pay us in monthly installments as stated in the Payments provision of this agreement. You also agree to pay us: (a) other charges as provided in this agreement; (b) credit insurance charges, if any; (c) collection costs permitted by applicable law, including reasonable attorneys' fees otherwise due under your Mortgage and (d) any other charges reflected in your settlement statement.

**Interest**

Interest will be charged on the unpaid principal until the full amount of principal has been paid. You will pay us interest at a yearly Contract Rate of 8.550%.

The interest rate you will pay will change in accordance with the "Adjustment to Contract Rate (Pay Right Rewards Program)" section of this agreement.

The interest rate required by this provision (and the Adjustment to Contract Rate [Pay Right Rewards Program] provision of this agreement) is the rate you will pay both before and after any default as described in this agreement.

**Payments**

**Time and Place of Payments**

You will pay us principal and interest by paying your monthly installments.

You will make your monthly installments to us on the same day of each month beginning on or about 01/22/2007. You will make these monthly installments every month until you have paid all of the principal and interest and any other charges described herein that you may owe under this agreement. Your monthly installments will be applied to interest before principal. If, on the Scheduled Maturity Date, 12/22/2036, you still owe amounts under this agreement, you will pay those amounts in full on that date, which amount will include interest at the then current Contract Rate or any such other rate as required by law.



You will make your monthly installments at the address shown on page one or at the address shown on your monthly billing statement or at a different place that we may give you.

**Amount of Monthly Installments**

Your initial monthly installment will be in the amount of \$1,065.42, plus the amount of any optional insurance or funds for escrow you elected. Your monthly installment amount will change if the interest rate that you must pay changes. We will determine your new interest rate and the changed amount of your monthly installment in accordance with the Adjustment to Contract Rate (Pay Right Rewards Program) provision of this agreement.

**Adjustment to Contract Rate (Pay Right Rewards Program)**

The Contract Rate of 8.550% will decrease by 0.20% beginning with the thirteenth (13<sup>th</sup>) month after every twelve (12) consecutive monthly periods where all monthly installments were made in full within 30 days of their due date. Up to a maximum of 10 Contract Rate reductions are available during the term of your loan. For each Contract Rate reduction, the monthly installment will be reduced accordingly. Notwithstanding anything to the contrary in this paragraph, you will not receive any Contract Rate reductions or the reduced monthly installment after 24 periods of delinquency. A "period of delinquency" is defined as any monthly installment that is received more than 30 days past its due date. Consecutive monthly installments received more than 30 days past their respective due dates each count as separate periods of delinquency.

**Prepayment**

You may prepay your loan in full or in part at any time without penalty. If you pay off your loan early, you will not be entitled to a refund of that part of the Finance Charge consisting of any prepaid finance charges.

**Late Charge**

If your monthly installment is not paid in full within 15 day(s) after it is due, you will be charged a late charge equal to 5% of the unpaid amount of the monthly installment.

**Bad Check Charge**

You agree to pay \$15.00 each time any check or payment is made on your loan by any means, including but not limited to, a check or ACH (our Authorization to Debit Account), which is returned unpaid by your bank or other financial institution for any reason.

**Additional Charges**

You agree to pay any amounts actually incurred by us for services rendered in connection with the opening and servicing of your loan, as allowed by law. These amounts may include fees for appraisals, title examination, title insurance or its local equivalent, fees and taxes paid to public officials in connection with recording, releasing or satisfying the Mortgage and other taxes as shown in the Settlement Statement incorporated herein by this reference. You also agree to pay any other amounts incurred by us in connection with the servicing of your loan including any amounts that we may (but need not) pay or that are otherwise due under the Mortgage, incorporated herein by this reference.

**Failure to Pay**

If the Principal Amount of your loan is over \$25,000 and you don't pay on time or fail to keep required insurance in force, or for any default

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under the Real Estate Mortgage, we may sue you for the total amount you owe, plus our actual expenses, including attorney fees, to collect this loan or realize on any security.

If the Principal Amount of your loan is under \$25,000 and you don't pay on time as provided by Sec. 425.103(2), Wis. Stats., or you fail to keep the insurance required in force, and that failure materially impairs the condition, value or protection of our right in any collateral securing this transaction, (1) notice of the right to cure late payment or to cure required insurance in force shall first be given if required by Sec. 425.105, Wis. Stats., and (2) all of your payments may become due at once and, without further notifying you before bringing suit, we may sue you for the total amount you owe.

**Security Interest - Notice to Married Debtors**

You agree to give us a security interest in the real property as described in the Mortgage. No provision of a marital property agreement (including a Statutory Terminable Individual Property Classification Agreement pursuant to Sec. 766.589, Wis. Stats., or a Statutory Terminable Marital Property Classification Agreement pursuant to Sec. 766.588), unilateral statement classifying income from separate property under Sec. 766.59, or court decree under Sec. 766.70 adversely affects the Lender unless the Lender is furnished with a copy of the document prior to the credit transaction or has actual knowledge of its adverse provisions at the time the obligation is incurred.

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**ABOUT OUR RELATIONSHIP:**

- |                                       |   |
|---------------------------------------|---|
| <b>Exchange of Information</b>        | You understand and agree that we will call you from time to time to discuss your financial needs and any loan products that may be of interest to you as may be permitted by applicable law. For more information regarding our privacy practices, please refer to our Privacy Statement, which is included with your loan documents. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. |
| <b>Credit Bureau Reporting</b>        | If you fail to fulfill the terms of your loan, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency.  |
| <b>Telephone Monitoring</b>           | You agree that we may listen to and/or record telephone calls between you and our representatives for quality assurance purposes.   |
| <b>Insurance</b>                      | Credit insurance is optional. Any applicable insurance disclosures are included with this agreement and are incorporated herein by this reference.  |
| <b>Alternative Dispute Resolution</b> | The terms of the Arbitration Rider signed by you as part of your loan transaction are incorporated herein by this reference.  |
| <b>Applicable Law</b>                 | This loan is made under Section 138.052, Money & Interest Wisconsin Statutes and other applicable Wisconsin laws.   |



If any provision of this agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this agreement will remain valid and enforceable. Our failure to enforce any provision(s) to this agreement shall not be deemed to constitute a waiver of such term(s). In order for any amendment to this agreement to be valid, it must be agreed to by you and us.

You acknowledge that before signing this agreement, you have read and received this agreement which includes the Federal Truth-in-Lending disclosure and, as applicable, any other riders and/or disclosures incorporated herein by reference. By signing below, you agree to observe the terms and conditions of this agreement.

**NOTICE TO CONSUMER**

- (1) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
- (2) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
- (3) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Borrower: Harvey D. Copeland Date: 22 DEC 06  
HARVEY D. COPELAND

Borrower: Elizabeth A. Copeland Date: Dec 22 06  
ELIZABETH A. COPELAND

Witness: [Signature]

**MARITAL PURPOSE STATEMENT**

You are married and the obligation described above is being incurred in the interest of your marriage or family.

Borrower: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature



697025

MORTGAGE



Document Number:

Recorded  
DEC. 28, 2006 AT 10:58AM  
CONNIE J MOLEVER  
REGISTER OF DEEDS  
WALWORTH COUNTY, WI  
Fee Amount: \$21.00

Return Address:  
Records Processing Services  
577 Lamont Road  
Elmhurst, IL 60126 21.00

Parcel I.D. Number:



If box is checked, this mortgage secures future advances.

THIS MORTGAGE is made this 22ND day of DECEMBER 2006, between the Mortgagor, HARVEY D. COPELAND AND ELIZABETH A. COPELAND, HUSBAND AND WIFE

(herein "Borrower"), and Mortgagee HOUSEHOLD FINANCE CORPORATION III a corporation organized and existing under the laws of DELAWARE whose address is 6471 SOUTH 78TH STREET, SOUTHRIDGE PLAZA, GREENDALE, WI 53129 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 137,925.62 evidenced by Borrower's Loan Agreement dated DECEMBER 22, 2006 and any extensions or renewals thereof (including those pursuant to any Renegotiable Rate Agreement) (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on DECEMBER 22, 2036;

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ \_\_\_\_\_, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated \_\_\_\_\_ and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$ \_\_\_\_\_;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of WALWORTH State of Wisconsin:

SITUATE IN WALWORTH COUNTY, STATE OF WISCONSIN:

A PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 15 EAST, TOWNSHIP OF RICHMOND, WALWORTH COUNTY, WISCONSIN MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 18; THENCE SOUTH 2835.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 103.44 FEET; THENCE NORTH 87 DEGREES 20 MIN. EAST 660.0 FEET; THENCE NORTH 103.44 FEET; THENCE SOUTH 87 DEGREES 20 MIN. WEST 660.00 FEET TO THE POINT OF BEGINNING. ALSO, A PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 15 EAST, TOWNSHIP OF RICHMOND, WALWORTH COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 15; THENCE SOUTH 2939.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 103.44 FEET; THENCE NORTH 87 DEGREES 20 MIN. EAST 660.00 FEET; THENCE NORTH 103.44 FEET; THENCE SOUTH 87 DEGREES 20 MIN. WEST 660.00 FEET

CONTINUED ON EXHIBIT A-LEGAL DESCRIPTION  
This property is the homestead of Borrower.

is not



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TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

**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 (including any variations in interest resulting from changes in the Contract Rate that may be specified in the Note) 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. 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 or as may be required by the Note and/or applicable law, 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. 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 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 7. 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 7 and pay such amount and Borrower shall then be obligated under Section 7 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 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 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 35000), 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 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. 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. **Prior Mortgages and Deed of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. **Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is



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not personally liable on the Note or under this Mortgage, and (c) agree that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The applicable law contained in the Note shall control. Where no applicable law is contained therein, the state and local laws applicable to this Mortgage shall be governed by the Wisconsin Consumer Act and the laws of the State of Wisconsin. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable, unless otherwise provided by the Wisconsin Consumer Act. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished an exact copy of the Note and of this Mortgage at the time of execution or after recording hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to the Lender's security instrument which does not relate to a transfer of rights of occupancy in the property, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, or (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferee, does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; Remedies. With respect to Borrower's (a) Loan Repayment and Security Agreement and any extensions or renewals thereof, if an amount larger than one full payment on the Note is more than 10 days overdue (or the first or last payment is more than 40 days overdue), or (b) Revolving Loan Agreement, if two payments are overdue within any 12-month period, or if any other condition in the Note or this Mortgage (including paragraph 16 hereof) is violated, and such breach materially impairs the condition, value or protection of or Lender's right in the Property, or materially impairs Borrower's ability to pay amounts due, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 15 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage and invoke any other remedies permitted by applicable law. Lender shall be entitled to collect all statutory costs and expenses incurred in pursuing the remedies provided in this paragraph 17.

Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all statutory costs and expenses of the sale, including, but not limited to, statutory attorney's fees and costs of title evidence; (b) to all sums secured by Mortgage; and (c) the excess, if any, to the clerk of the Circuit Court of the County in which the sale is held.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued 15 days following the issuance of process or at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all statutory expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, statutory attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

[REDACTED]

RECORDED IN THE YEAR 2000 MONTH 08 DAY 15 AT 10:00 AM IN THE COUNTY OF WISCONSIN

[REDACTED]

FILE COPY

19. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower or if Lender has no commitment to make future refinancings or extend future advances. Borrower shall pay all costs of recordation, if any, unless applicable law provides otherwise.

20. Accelerated Redemption Periods. If (i) the Property is twenty (20) acres or less in size, (ii) Lender in an action to foreclose this Mortgage waives all right to judgment for deficiency and (iii) Lender consents to Borrower's remaining in possession of the Property, then the sale for the Property may be six (6) months from the date the judgment is entered if the Property is owner-occupied at the time of the commencement of the foreclosure action. If conditions (ii) and (iii) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be three (3) months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be two (2) months from the date the judgment is entered.

21. Arbitration Rider to Note. The Arbitration Rider attached to and made part of the Note is hereby incorporated by reference and made a part of this Mortgage.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

NOTICE TO CUSTOMER
(a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.
(b) DO NOT SIGN IF IT CONTAINS ANY BLANK SPACES.
(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Harvey D. Copeland (SEAL)
HARVEY D COPELAND -Borrower

Elizabeth A Copeland (SEAL)
ELIZABETH A COPELAND -Borrower
County ss:

STATE OF WISCONSIN, MILWAUKEE

The foregoing instrument was acknowledged before me this 12/22/06 by HARVEY D COPELAND AND ELIZABETH A COPELAND, HUSBAND AND WIFE

(person acknowledging)

My Commission expires: 2/10/08

Melanie St. Clair Notary Public, State of Wisconsin
MELANIE ST. CLAIR -Name

MELANIE STCLAIR
Notary Public
State of Wisconsin

This instrument was drafted by K A RATZEL

STATE OF WISCONSIN, County ss:

The foregoing instrument was acknowledged before me this (date) by

(person acknowledging)

My Commission expires:

Notary Public, State of Wisconsin
-Name

(Space Below This Line Reserved For Lender and Recorder)

ORIGINAL

697025

EXHIBIT A (PAGE 1)

TO THE POINT OF BEGINNING.  
TAX MAP OR PARCEL ID NO.: CR1800078 ,TAX MAP OR PARCEL IDNO  
.: CR1800007P



RECEIVED  
WALSH COUNTY CLERK

2012 NOV -8 AM 10:36

11-8-12 10:35 pm

Randy Conrad

State of Wisconsin  
DEPARTMENT OF NATURAL RESOURCES  
2300 N. Dr. Martin Luther King, Jr. Drive  
Milwaukee WI 53212-3128

Scott Walker, Governor  
Cathy Stepp, Secretary  
Telephone 608-266-2621  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



RECEIVED  
WALWORTH COUNTY CLERK  
2012 NOV -7 AM 9: 21

October 31, 2012

Kimberly Bushey, Clerk  
Walworth County  
100 West Walworth Street  
PO Box 1001  
Elkhorn, WI 53121

David Skotarsah, Chairman  
Lake Beulah Management District  
N9219 South Shore Drive  
East Troy, WI 53120

Subject: Dam Safety Inspection – Lake Beulah Dam, Field File # 64.05, Key Seq # 646, Walworth County

Dear Ms. Bushey and Mr. Skotarzak:

I have reviewed the inspection report prepared by Mr. Kurt Feuerstein, P.E. and Mr. Paul Wirth, P.E. of Patrick Engineering Inc., which was submitted to the Department of Natural Resources on September 28, 2012. The report and recommendations meet the requirements of Ch. 31.19, Wis. Statutes for owner-responsible inspections of large dams. Your consultant identified deficiencies at the dam and recommended repairs to bring the dam into compliance with NR 333.05 and NR 333.07.

Relying upon the inspection report, I have listed below four directives with timeframes for addressing deficiencies and improving the safety and structural integrity of the dam:

#### DIRECTIVES

The following deficiencies must be corrected by the dates given:

- |   |                    |
|---|--------------------|
| 1. Emergency Action Plan (EAP)/Inspection, Operation and Maintenance Plan (IOM) | December 1, 2012   |
| 2. NR 333 Compliance – Assess Spillway Capacity                                 | February 28, 2013  |
| 3. Concrete Spillway Structure Repairs  | September 30, 2013 |
| 4. Embankment Repairs   | September 30, 2013 |

The Department Dam Safety files have copies of a draft EAP and IOM but no record that they were formally approved. Please provide me with copies of your most current EAP and IOM. I will verify that the Department's earlier comments have been incorporated and then issue a formal approval.

In 2004, the Department approved the Dam Failure Analysis for Lake Beulah Dam and set the hazard rating as High Hazard. Wisconsin Administrative Code, Chapter NR 333 requires that a dam assigned a high hazard rating is capable of passing the 1000-year flood without overtopping. We are requesting an assessment of the spillway capacity to determine whether the dam meets this requirement. Department staff already spoke with Patrick Engineering staff on October 23, 2012 about what the assessment would entail.

I understand you intend to submit plans for the concrete spillway repairs and embankment repairs by February 2013. The timeframe for completing repairs has been set for September 30, 2013 to account for the typical construction season.

**Please note that repairs required under items 2-4 above must be designed by an engineer registered in the State of Wisconsin and plans must be submitted to this Department for review and approval before any work is performed on the dam.**

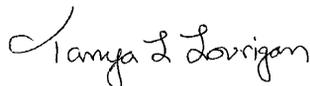
In order for us to consider a schedule other than this, you must submit your alternative schedule by December 31, 2012. If we do not hear from you by then, the schedule we have determined will be in effect.

Based on information from your inspection and the Department's file, I completed a Sufficiency Rating for Lake Beulah Dam. The Sufficiency Rating is a snapshot of the dam's physical condition and compliance with NR 333 requirements. The dam is classified as **Poor** because of the needed concrete repairs and vegetation removal. By completing these items, it may be possible to change the classification to Satisfactory or Fair. The Sufficiency Rating helps the Dam Safety Program track progress of the dam and whether the Program is meeting its goal of promoting safe dams. The rating has no direct consequence of enforcement; however, not completing directives listed above could trigger enforcement.

Your full inspection schedule for the next 10 years is available on our Dam Safety web pages at <http://dnr.wi.gov/topic/Dams/damSearch.html>. Your next inspection is scheduled for 2012.

If you have questions concerning this letter or the operation and maintenance of your dam, or are uncertain how to proceed with the directives, please contact me at [Tanya.Lourigan@wisconsin.gov](mailto:Tanya.Lourigan@wisconsin.gov) or (414) 263-8641.

Sincerely,



Tanya L. Lourigan, P.E.  
Water Management Engineer  
Milwaukee Service Center

cc: Co-owners (Private Residents)  
Larry Price, Director of Operations – Walworth County Department of Public Works  
Kurt Feuerstein, Project Manager – Patrick Engineering Inc.  
Bill Sturtevant, State Dam Safety Engineer – DNR Madison WT/3

**CLAIM FOR PUBLIC IMPROVEMENT LIEN**  
§ 779.15(1), Wis. Stats.

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WALWORTH COUNTY CLERK  
2012 NOV 13 AM 8:56

This Claim for Public Improvement Lien must be served to the state department, board, or commission having jurisdiction, or the clerk or treasurer of the municipality, with a copy served on the Prime Contractor. See Wis. Stat. § 779.15(2). Service may be made by personal delivery, registered mail, certified mail or by other method of delivery where recipient makes written confirmation of receipt for all government entities EXCEPT the State of Wisconsin and its departments and agencies, which must receive this Claim via Registered Mail or Certified Mail, Return Receipt Requested. Wis. Stat. §779.01(2)(e).

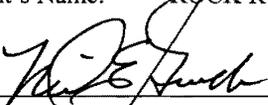
Date: November 9, 2012

1. CLAIMANT\*:  
Name: Rock Road Companies, Inc.  
Address: P.O. Box 1818  
Janesville, WI 53547-1818
  
2. PRIME CONTRACTOR:  
Name: B.R. Amon & Sons, Inc.  
Address: W2950 State Road 11  
Elkhorn, WI 53121
  
3. PUBLIC ENTITY: Walworth County – Walworth County Dept. of Public Works  
State/County/Town/Municipality/Other
  
4. PROJECT NUMBER (if any): 12027
  
5. LOCATION OF PUBLIC IMPROVEMENT PROJECT: CTH D, CTH ES to East County Line, Walworth County, WI
  
6. DESCRIPTION OF LABOR, SERVICES, MATERIALS, PLANS AND/OR SPECIFICATIONS PERFORMED, FURNISHED OR PROCURED BY CLAIMANT:  
Labor and materials for pipe / underground work
  
7. AMOUNT CLAIMED: \$ 37,677.65 as of November 9, 2012

\* A Claimant is anyone who performs, furnishes, procures, manages, supervises or administers any labor, services, materials, plans and/or specifications used or consumed in public improvements or public works and who contracts with a Prime Contractor who has contracted with the Owner as further described in §779.15(1), Wis. Stats.

**INSTRUCTIONS TO THE PUBLIC ENTITY:** Pursuant to §779.15(1), Wis. Stats., to the extent money, bonds or warrants are due or will be due the Prime Contractor upon receipt of this notice, and this claim is admitted by the Prime Contractor OR the Prime Contractor does not dispute the claim within thirty (30) days after service, (a) payment shall be made to the Claimant in the amount claimed on demand and charged to the Prime Contractor, or (b) if amounts claimed exceed the amounts due to the Prime Contractor, notify the Claimant and the Prime Contractor in writing of who is entitled to the available money and payment of that amount shall be made unless an action is commenced within twenty (20) days of the mailing of the determination of entitlement.

Claimant's Name: ROCK ROAD COMPANIES, INC.

By: 

Authorized Agent's Name: Michael E. Grubb

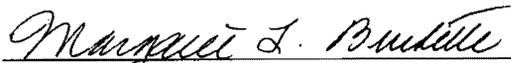
Title: Attorney for Claimant

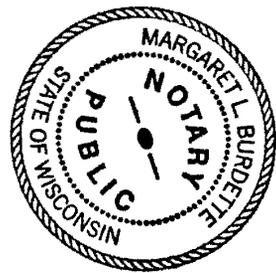
Address: One East Milwaukee Street  
Janesville, WI 53545

Telephone Number: 608.756.4141

STATE OF WISCONSIN     )  
  ) SS  
ROCK COUNTY             )

The above-named Michael E. Grubb, known by me to be the person who executed the foregoing Claim for Public Improvement, came personally before me on November 9, 2012 and acknowledged its execution and, if the Claimant is a corporation, acknowledged further that the Claim was executed for this corporation by its authority.

  
Margaret L. Burdette, Notary Public  
My Commission: expires 9/1/13



00519100.DOC

8/2006  
Page 2 of 2