



July 10, 2012 – Walworth County Board Meeting

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

County Clerk

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

**Kimberly S. Bushey**  
County Clerk

- Res. No. 28-07/12 – Approving a Memorandum of Understanding between the Kaiser Group and Walworth County for the Provision of One-Stop Job Services in the County – *Vote Required: Majority* (Recommended by the Executive Committee 4-0)
- Res. No. 31-07/12 – Authorizing the Proper County Officials to Quit Claim a Portion of Cty Trunk Highway N to Allen and Margaret Curler – *Vote Required: Majority* (Recommended by the Public Works Committee 4-1)
- Correspondence from Wayne Redenius, Town of Richmond Chair, requesting information and action in regard to zoning and sanitation concerns for the Turtle Inn property – To be referred to the County Zoning Agency
- Wood County Resolution No. 12-6-4 – To seek state support of frac sand mining via policy development and allocation of state resources in this area of economic development – To be referred to the Executive Committee
- Ashland County Resolution – Requesting that the Department of Health Services Incentivize More Effective Regional Collaboration, Cost Savings and Efficiency in Income Maintenance (IM) Administration by Bringing More Equity to Calendar Year 2013 Consortia Funding Allocations – To be referred to the Health and Human Services Board
- SEWRPC Calendar Year 2013 Budget adopted by the Commission on June 20, 2012 – To be placed on file (The complete budget can be viewed in the County Clerk's office.)
- Answer, Affirmative Defenses, and Claim for Surplus of Defendant, Eastown Manor Condominium Association, Inc. – Wells Fargo Bank, N.A., Plaintiff vs. James W. Jackson, Debra Lee Tessner-Jackson, State of Wisconsin, WEA Insurance Corporation, Eastown Manor Condominium Association, Inc., Defendants – To be placed on file
- *Walworth County Aging & Disability Resource Center News*, July 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.*

**Resolution No. 28 – 07/12**

**Approving a Memorandum of Understanding between the Kaiser Group and Walworth County for the Provision of One-Stop Job Services in the County**

1 Moved/Sponsored by: Executive Committee  
2

3 **WHEREAS**, Walworth County (“County”) has had a long relationship with Kaiser Group, Inc.  
4 (“Kaiser”) for the provision of workforce services; and,  
5

6 **WHEREAS**, Kaiser has most recently operated the County’s Comprehensive One-Stop Center;  
7 and,  
8

9 **WHEREAS**, the County has not had a formal written agreement with Kaiser in the past; and,  
10

11 **WHEREAS**, it is desirable that the relationship be formalized; and,  
12

13 **WHEREAS**, the County wishes to continue its relationship with Kaiser for operation of said  
14 One-Stop Center.  
15

16 **NOW, THEREFORE, BE IT RESOLVED** that the attached Memorandum of Understanding  
17 by and between the County and Kaiser be and the same is hereby approved.  
18  
19  
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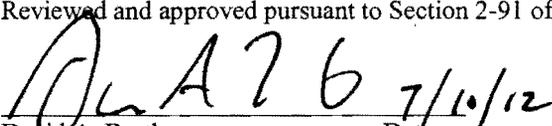
21 \_\_\_\_\_  
22 Nancy Russell  
23 County Board Chair  
24  
25

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

26 Action Required: Majority  X  Two-thirds \_\_\_\_\_ Other \_\_\_\_\_  
27

28 County Board Meeting Date: July 10, 2012

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 7/10/12	Date 7/10/12

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

**Policy and Fiscal Note**  
**Resolution No. 28 – 07/12**

- I. **Title:** Approving a Memorandum of Understanding between the Kaiser Group and Walworth County for the Provision of One-Stop Job Services in the County
  
- II. **Purpose and Policy Impact Statement:** The purpose of this resolution is to approve an agreement between Walworth County and the Kaiser Group for One-Stop Job Services in the County.
  
- III. **Budget and Fiscal Impact:** The One-Stop Shop is operated with federal funds. Passage of this resolution will not impact the approved county budget.
  
- IV. **Referred to the following standing committees for consideration and date of referral:**

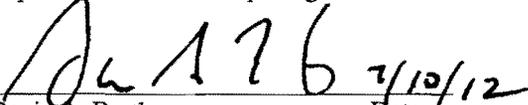
Committee: Executive

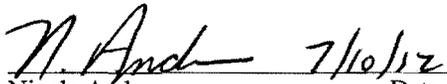
Meeting Date: June 18, 2012

Vote: 4 – 0

County Board Meeting Date: July 10, 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.

  
\_\_\_\_\_  
Date 7/10/12  
David A. Bretl  
County Administrator/Corporation Counsel

  
\_\_\_\_\_  
Date 7/10/12  
Nicole Andersen  
Deputy County Administrator - Finance

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN WALWORTH COUNTY AND KAISER GROUP**

This document sets forth the entire agreement and understanding with respect to the services provided by Kaiser Group, Inc. (hereinafter also referred to as "Vendor") and Walworth County, located at 100 West Walworth Street, Elkhorn, WI (hereinafter referred to as "County").

1. **Identity of Parties**

**WALWORTH COUNTY** is a quasi-municipal Corporation organized and existing under the laws of the State of Wisconsin with its principal offices located at the Walworth County Government Center in the City of Elkhorn, Wisconsin, 53121, Post Office Box 1001.

**Vendor** is identified as follows:

<b>Name:</b>	<b>KAISER GROUP, INC.</b>
<b>Type Entity:</b>	<b>Corporation</b>
<b>Address:</b>	<b>237 South Street</b>
<b>City/State/ZIP:</b>	<b>Waukesha, WI 53186</b>
<b>Business Telephone:</b>	<b>262-544-4971</b>
<b>Social Security or Federal E.I.N.:</b>	<b>391-354-364</b>

2. **Term of Agreement**

This agreement shall commence on July 1, 2012 and shall terminate on June 30, 2013.

3. **Declaration of Independent Contractor**

Vendor declares that it has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement. Vendor declares that it holds itself out to perform the same or similar services to all members of the community and has performed said services for entities other than County. Vendor shall be considered in all respects as an independent contractor.

4. **Overview of Service Agreement**

This agreement sets forth the responsibilities, time and cost of services relating to the Responsibilities of the One-Stop Operator for the Walworth County Job Center.

5. **Services to be Provided**

COUNTY desires that Vendor provide, and Vendor agrees to provide, the services set forth in Exhibits A and B, attached hereto.

6. **Fee for Services**

Kaiser will obtain reimbursement for its services from federal and state sources through a sub-contract with Walworth County in compliance with all applicable laws and approved budgets, and in compliance with the Tri-County and Walworth County Workforce Development Boards.

7. **Warranty**

Vendor warrants that any services provided hereunder shall be performed by qualified and competent personnel in accordance with industry practice and the high standards of care and practice appropriate to the nature of the services rendered. Vendor warrants that it will comply with all applicable state, federal and local laws.

8. **Reimbursement of Expenses**

County is not liable to Vendor for any expenses paid or incurred by Vendor outside of allowable Workforce Investment Act services for the Walworth County Job Center unless otherwise agreed in writing.

9. **Insurance**

Vendor will at all times during the term of this agreement, keep in force and effect insurance policies, as outlined herein, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the County.

**WORKERS COMPENSATION**

Vendor agrees to keep in force policies of workers compensation in the amount required by statute.

**WAIVER OF SUBROGATION**

No workers' compensation insurance shall be obtained by County concerning Vendor or the employees of Vendor. County shall not be liable to Vendor or its employees for any injuries to Vendor employees arising out of the performance of work under this agreement. Vendor and its workman's compensation insurance carrier agree to waive any and all rights of recovery from the County for worker's compensation claims made by its employees. Vendor agrees that the indemnification and hold harmless provisions within this agreement extend to claims brought on behalf of any employee of Vendor.

**LIABILITY INSURANCE**

Vendor agrees that it has in full force and effect liability insurance to insure itself for any injury or damage to persons or property which may be caused by Vendor during the rendition of the maintenance or any other services provided above.

Limits of liability shall not be less than \$1,000,000 each occurrence and aggregate.

**FIDELITY/CRIME COVERAGE**

Vendor shall provide coverage for employee fidelity/dishonesty related to dishonest acts of Vendor employees and agents, including but not limited to theft or embezzlement of vehicles, materials, supplies, equipment, tools, money, securities, etc., which result in loss to County. Insurance shall protect the County. The limit of liability shall not be less than \$25,000.00 per occurrence.

**INSTALLATION FLOATER/BAILEE'S INSURANCE**

Insurance covering property of the County while in the care, custody, or control of Vendor for the purpose of having operations performed on it. Limit of \$50,000.

**AUTOMOBILE LIABILITY**

Business automobile policy covering all owned or hired, if any, and non-owned private passenger autos and commercial vehicles. Employees must carry their own automobile insurance if travel is required with their own vehicles. Limit of liability not less than \$500,000 combined single limit.

10. **Federal, State and Local Payroll Taxes**

Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by County on behalf of Vendor or the employees of Vendor. Vendor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

11. **Notice to Vendor Regarding Tax Duties and Liabilities**

Vendor understands that it is responsible to pay, according to law, its income tax. If Vendor is not a corporation, Vendor further understands that Vendor may be liable for self-employment (social security) tax, to be paid by Vendor according to law.

12. **Fringe Benefits**  
Because Vendor is engaged in Vendor's own independently established business, Vendor is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan, of County.
13. **Confidentiality**  
Vendor shall fully comply with all applicable laws pertaining to confidentiality and open records during the course of this Agreement.
14. **Termination With Cause**  
With reasonable cause, either party may terminate this Agreement effective immediately upon the giving of written notice of termination for cause. Reasonable causes shall include:
- A. Material violation of this Agreement
  - B. Any act exposing the other party to liability to others for personal injury or property damage.
  - C. Loss or reduction of Federal or State funding.
15. **No Construction**  
All Terms and conditions included in this agreement are understood as NO CONSTRUCTION AGAINST ANY PARTY. This agreement is the product of informed negotiations between the County, the parties, all of whom are acknowledged to have been represented by competent and informed counsel. If any part of this agreement is deemed to be unclear or ambiguous, it shall be construed as if it were drafted jointly by all parties
16. **Indemnification**  
Vendor agrees to indemnify and hold harmless the County, its officers, agents and employees from any and all liability including claims, demands, damages and expenses of every kind including damage to persons or property arising out of or in connection with, or occurring during the course of this agreement where such liability grows out of acts or omissions of any agent or employee of Vendor.
17. **No Authority to Bind County**  
Vendor has no authority to enter into contracts or agreements on behalf of County. This Agreement does not create a partnership between the parties.
18. **State Sales Tax/Federal Excise Tax**  
County is exempt from the payment of State Sales Tax and Federal Excise Tax per State Statute No. 77.54(9a).
19. **Non Waiver**  
The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
20. **How Notices Shall be Given**  
Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.
21. **Assignability**  
This Agreement may be assigned, in whole or in part, only upon prior written approval of County.
22. **Choice of Law**  
Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Wisconsin.

23. **Severability**

If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.

24. **Amendments**

This Agreement may be supplemented, amended or revised only in writing by agreement of the parties.

25. **Other**

County reserves the right to terminate this agreement at the end of any calendar year or program year if the County Board of Supervisors fails to provide funding for any ensuing year or if federal or state funding is reduced or eliminated.

Dated this \_\_\_\_ day of July, 2012.

Walworth County

By: \_\_\_\_\_  
David A. Bretl, County Administrator

Date: \_\_\_\_\_

\_\_\_\_\_  
Kaiser Group, Inc.

Date: \_\_\_\_\_

## Comprehensive Job Center Standards

### One-Stop Job Center Requirements and Standards of Service

As established in § 662.100 (a) of the WIA Regulations, the One-Stop delivery system is a system under which entities responsible for administering separate workforce investment, educational, and other human resource programs and funding streams (referred to as One-Stop partners) collaborate to create a seamless system of service delivery that will enhance access to the programs' services and improve long-term employment outcomes for individuals receiving assistance.

Integral to the accomplishment of that goal, the Act establishes Federal, State and Local responsibilities to establish a system of one-stop job centers throughout the nation. In Wisconsin, a Comprehensive One-Stop Center is a physical location where, at a minimum, WIA Title 1b core services are provided and Wisconsin Job Service and Wisconsin Division of Vocational Rehabilitation staffs are located. There must be at least one comprehensive center in each Workforce Development Area. Each comprehensive one-stop center must provide the following:

#### **Core Services: WIA 134(b) (2)**

1. Determination of an individual's eligibility to receive assistance from WIA.
2. Assistance in establishing eligibility for programs of financial aid for training and education programs not funded under the WIA and available in the local area.
3. Outreach, intake and orientation to the information and other services available through the Job Center system.
4. Initial assessment of occupational and soft skill levels, aptitudes, abilities, and supportive service needs.
5. Job search and placement assistance, and where appropriate, career counseling.
6. Access to WORKnet and WisCareers, or, provide of employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including:
  - (i) job vacancy listings in such labor market areas;
  - (ii) information on job skills necessary to obtain the jobs described in clause (i); and,
  - (iii) information relating to local occupations in demand and the earnings and skill requirements for such occupations.
7. Access to the State Eligible Training List.
8. Information regarding local area performance measures and any additional performance information for the one-stop delivery system in the local area.
9. Information about and referral to supportive services, including childcare and transportation in the local area.
10. Information regarding filing claims for unemployment compensation.
11. Follow-up services (including counseling) for WIA participants placed in unsubsidized employment, for at least 12 months after the first day of employment.

**Access to Intensive Services: WIA 134(d) (3) (C)**

Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers may include:

- (a) Diagnostic testing and use of other assessment tools.
- (b) In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
- (c) Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals.
- (d) Group counseling.
- (e) Individual counseling and career planning.
- (f) Case management for participants seeking training services under paragraph (c).
- (g) Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.

**Access to Training Services: WIA 134(d) (4) (D)**

1. Occupational skills training, including training for nontraditional employment;
2. On-the-job training;
3. Programs that combine workplace training with related instruction, which may include cooperative education programs;
4. Training programs operated by the private sector;
5. Skill upgrading and retraining;
6. Entrepreneurial training;
7. Job readiness training;
8. Adult education and literacy activities provided in combination with services described in any of clauses (1) through (7); and,
9. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

**Access to other programs and activities carried out by the One-Stop partners**

The One-stop partners are:

1. WIA Title I
2. Adult Education and Family Literacy (WIA Title II)
3. Job Service (WIA Title III)
4. DVR (WIA Title IV)
5. Temporary Assistance to Needy Families/WI W-2 (added by the Governor)
6. Food Stamp E & T and Food Stamp Workfare
7. Senior Community Service Employment Program- Older Americans Act
8. Carl D. Perkins Vocational and Applied Technology Education
9. Trade Adjustment Assistance (and NAFTA-TAA)
10. Veterans E & T Services & local veterans outreach programs

11. Community Services Block Grants
12. Housing and Urban Development E & T Activities
13. Unemployment Insurance
14. Native American Programs *(if present in the WDA)*
15. Migrant and Seasonal Farm Worker Programs *(if present in the WDA)*
16. Job Corps *(if present in the WDA)*
17. Youth Opportunity Grants *(if present in the WDA)*
18. Veterans Employment and Training Program *(if present in the WDA)*

While each local area must have at least one comprehensive center (and may have additional comprehensive centers), WIA section 134(c) allows for arrangements to supplement the comprehensive center. These arrangements may include:

1. A network of affiliated sites that can provide one or more partners' programs, services and activities at each site.
2. A network of One-Stop partners through which each partner provides services that are linked, physically or technologically, to an affiliated site that assures individuals are provided information on the availability of core services in the local area.
3. Specialized centers that address specific needs, such as those of dislocated workers.

The design of the local area's One-Stop delivery system, including the number of comprehensive centers and the supplementary arrangements at other service locations, must be described in the local plan and be consistent with the Memorandum of Understanding executed with the One-Stop partners.

**Each Memorandum of Understanding shall contain provisions describing:**

1. The services to be provided through the one-stop delivery system;
2. How the costs of such services and the operating costs of the system will be funded;
3. Methods for referral of individuals between the one-stop operator and the one-stop partners, for the appropriate services and activities;
4. The duration of the memorandum and the procedures for amending the memorandum during the term of the memorandum; and,
5. Other provisions, consistent with the requirements of this title, as the parties to the agreement determine to be appropriate and could include:
  - (a) requirement that all signatories strive to meet the service standards
  - (b) requirement that all signatories participate in center management
  - (c) definition of roles and responsibilities of signatory agency staff within the center
  - (d) center marketing requirements

**Standards of Service**

The Job Center Service Standards define expectations for serving customers within Job Centers across the State of Wisconsin. The standards will also continue the focus on quality service and ensure consistency of service across the state. The Workforce Development Board is responsible

for ensuring that their comprehensive center(s) and any supplementary centers' other service locations meet Service Standards.

The Service Standards are broadly stated to allow flexibility in regional program design and local implementation of services. The Service Standards state "what" is to be done; it is up to local groups responsible for the planning and implementation of Job Center services to decide "how" local activities will meet the Service Standards.

The standards are crafted around two customer groupings: Administrative/Partner, and Employers and Job Seekers.

### **Administrative/Partner Expectations**

1. The Job Center has a *Memorandum of Understanding* (MOU) with all partners that clearly delineates roles and responsibilities in the service delivery system.
2. The Job Center meets ADA physical and program accessibility requirements to provide equal access to all services and programs (including resource room materials and services) for all customers, including persons with disabilities and limited English-speaking ability.
3. Veterans and qualified spouses shall be given priority over non-veterans in the receipt of any employment, training, and placement services provided in Wisconsin Job Centers. (TEGL # 5-03, 9-6-2004) vp11-07 3-19-07
4. The Resource Room/customer service area of the Center is staffed all hours the Center is open. One person who can triage customer needs and refer to programs, as appropriate, must be on duty at all times the center is open.
5. Staff at the Job Center will provide access to all other required WIA partner programs.
6. Staff at the Job Center will provide information about available job training and make referrals as needed.
7. The Job Center has a credentialed employment counselor who works with all job seeker customers and is on-site each week.
8. The Job Center addresses the needs of youthful job seekers.
9. The Job Center is participating in a continuous improvement program. Job Center effectiveness in providing services to job seekers and employers will be available to the public.
10. The continuous improvement program must ensure a trained, competent staff and that staff participates in a credentialing program. Staffs providing services through Job Centers are trained and demonstrate competence in providing consistent, high quality service to business and job seeker customers. Staff possess the following knowledge:
  - (a) Knowledge of available community resources.
  - (b) Knowledge of referral process to all partner programs and services as appropriate for the customer's needs.
  - (c) Knowledge and assistance with all Job Center tools, technologies, Internet, and computer systems.
  - (d) Knowledge and assistance with special needs and overcoming barriers to employment, as needed. Understanding of special employment needs of diverse populations.
  - (e) Knowledge of privacy and confidentiality requirements for all customers.

- (f) Knowledge of customer service techniques, including maintaining a professional relationship.
- 11. The Job Center has exterior signage using the “Job Center of Wisconsin, Connecting Wisconsin’s Workforce Here” logo. Interior signage ensures that all customers are able to use the Job Center effectively and includes required posters, room locations and directions in English and alternate language(s) as appropriate to customer demographics. [NOTE: Decals will be provided by DET that will suffice for compliance].
- 12. Services are coordinated across programs and not duplicated, to improve efficiency and service to the customer.
- 13. Customers receive services through the Job Center system regardless of race, gender, ethnicity, age, or disability status and in accordance with any other legal protections.
- 14. Privacy and confidentiality is provided for all customers.
- 15. All customers are served in a timely manner. (Each Workforce Development Board will decide what it considers a timely manner for customer service.)
- 16. The Job Center has a Business Services Team that will provide business services in an integrated non-duplicative manner that is consistent with the regional *Business Services Plan*

**Employer and Job Seeker Expectations.** Every customer using the Job Center should expect:

- 1. Access to JobCenterofWisconsin.com to make connections between job seekers and employers
- 2. The level of service provided will be appropriate to individual customer’s needs and consistent with program requirements.
- 3. Regularly scheduled financial literacy education and assistance, and information about and referral to credit rehabilitation counseling.
- 4. Veterans and qualified spouses shall be given priority over non-veterans in the receipt of any employment, training, and placement services provided in Wisconsin Job Centers. (TEGL # 5-03, 9-6-2004) vpl1-07 3-19-07
- 5. Access to all other required WIA partner programs.
- 6. Information about available job training and receiving referrals as needed.
- 7. Access to an employment counselor who works with all job seeker customers and is on-site each week.
- 8. To make informed choices, within available services, and be assisted in determining service options.
- 9. Services are coordinated across programs and not duplicated, to improve efficiency and service to the customer.
- 10. Program information is accessible in various delivery formats to ensure understanding by the customer, e.g., oral/written translation services, interpreter services/sign language, etc.
- 11. Accommodations are made for customers’ special needs (physical and programmatic).
- 12. Customers receive services through the Job Center system regardless of race, gender, ethnicity, age, or disability status and in accordance with any other legal protections.
- 13. Privacy and confidentiality is provided for all customers.
- 14. Staff providing services through Job Centers are trained and demonstrate competence in providing consistent, high quality service to business and job seeker customers.
- 15. All customers are treated with respect and served in a timely manner.
- 16. Information on education, employment and training services.

17. Information on local services, potential eligibility requirements, and how and where to access those services.
18. Information about support services needed to maintain employment.
19. Initial, comprehensive and specialized assessments as appropriate to the customer's needs and program requirements.
20. Career planning with an emphasis on jobs in the area that provide family-supporting wages and benefits, including nontraditional occupations.
21. Current job openings, the qualifications associated with these openings, and application.
22. Assistance with job search, including resume writing, interviewing, seeking nontraditional employment positions, using labor market information and locating the "hidden job market," career ladders, and high wage, high demand occupations.
23. Information on the Unemployment Insurance (UI) filing and claims update processes.
24. Financial literacy training, such as the wise use of credit and financial asset building, and credit rehabilitation counseling.
25. Be greeted by someone who can determine my needs and refer me to programs, as appropriate.

## ONE-STOP OPERATOR ACTIVITIES FOR WALWORTH COUNTY

The **One-Stop Operator** would provide the following activities to ensure that WIA requirements are met, that funding is secured for participants in training, and that there is no break in Job Center services:

1. Workforce Development Board
  - Walworth Board – Staff support for meetings, agenda, recruit members, engage in regional activities and all other board activities as they arise
  - Tri-County Board – select members, assist with agenda, attend LEO meetings, engage in regional activities, represent Walworth at state and Federal monitoring sessions
  - Write Walworth section of WIA Plan
  - Represent Walworth WIA Program at regional activities, i.e., WIRED, Regional Workforce Alliance, Grow Regions, etc.
  
2. One Stop Operator
  - Manage Walworth County Job Center
    - Provide program oversight, building management, program and physical accessibility, WIA compliance, DWD Job Center Standards compliance, provide and maintain adequate equipment and IT access, operate public Resource Room and maintain community involvement
  
3. Operate WIA Employment and Training Programs
  - Manage budget and write for additional grant funding to provide program services to adults, dislocated workers and youth with the following required services:
    - Recruitment
    - Eligibility determination
    - Assessment
    - Career counseling
    - Case management
    - Work experience
    - Post secondary training accounts
    - On the job training
    - Placement
    - Follow up
    - Case file maintenance and storage
    - Case file data validation coordination
    - Manage ASSET (state IT system used to track program services, enrollment and job placement)

## One-Stop Operator Activities for Walworth County

4. Operate related programs, i.e. ARRA (Stimulus Funding), Special Response Grants (for plant closings and lay offs), Opportunity Grants, Regional, State and Federal grants for training, etc.
5. Manage WIA and related program budgets, ensure that expenses meet state mandated targets for younger and older youth, 35% training expenditures, etc.
6. Provide Business Services through the Walworth County Job Center
  - Employer Workshops
  - Employer recruitment Assistance
  - Job Fairs
  - Rapid Response coordination with Department of Workforce Development for company closings/layoffs
  - Incumbent worker training funding
  - Worker hiring incentives (OJT, WOTC, Bonding)
  - Information referral for wage information, compliance, etc.

**Resolution No. 31 – 07/12**  
**Authorizing the Proper County Officials to Quit Claim a Portion of Cty Trunk Highway N  
to Allen and Margaret Curler**

1 Moved/Sponsored by: Public Works Committee

2  
3 **WHEREAS**, Allen and Margaret Curler (“Curlers”) purchased a building in the Town of Troy;  
4 and,

5  
6 **WHEREAS**, for many years, the front porch of the building has encroached on the County  
7 Trunk N right-of-way; and,

8  
9 **WHEREAS**, the problem was made worse when an owner prior to the Curlers added two feet  
10 onto the porch roof in 2007; and,

11  
12 **WHEREAS**, the Public Works Committee has recommended quit claiming a portion of the  
13 right-of-way to Curlers based on the following reasons:

- 14  
15 1. The right-of-way at the location in question is significantly wider than the County  
16 requires.  
17  
18 2. Deeding the right-of-way will provide relief to the Curlers.  
19  
20 3. The Curlers didn’t create the non-conforming situation.  
21

22 **NOW, THEREFORE, BE IT RESOLVED** that the proper County officials are authorized to  
23 execute a Quit Claim Deed to the Curlers sufficient to place the property in compliance with the  
24 County zoning ordinance.

25  
26 **BE IT FURTHER RESOLVED** that costs of obtaining a legal description be the responsibility  
27 of the Curlers.  
28  
29  
30

31 \_\_\_\_\_  
32 Nancy Russell  
33 County Board Chair

31 \_\_\_\_\_  
32 Kimberly S. Bushey  
33 County Clerk

34  
35 Action Required: Majority  Two-thirds \_\_\_\_\_ Other \_\_\_\_\_  
36

37 County Board Meeting Date: July 10, 2012

Policy and Fiscal Note is attached.

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

 7/10/12  
\_\_\_\_\_  
David A. Bretl  
County Administrator/Corporation Counsel

 7/10/12  
\_\_\_\_\_  
Nicole Andersen  
Deputy County Administrator - Finance

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



# **Town of Richmond**

W9046 County Rd. A  
Delavan, WI 53115

# **RECEIVED**

JUL 09 2012

July 6, 2012

## **WALWORTH COUNTY ADMINISTRATION**

Walworth County Board of Supervisors  
100 W. Walworth St.  
P.O. Box 1001  
Elkhorn WI 53121

**Re: Town of Richmond Request for Information/Action**

The Turtle Inn, a bar/restaurant/campground in the Town of Richmond has been the subject of numerous zoning and sanitation complaints for many years. Various court cases, reviews, and referrals have been made to County Departments and even directly to past County Board Chairs Morrison and Norem. While the Town of Richmond appreciates the current investigation relating to the type and number of rental rooms at the property, many other zoning and sanitation issues must also be reviewed and resolved. The owner has engaged in construction work to bring the premises into compliance with County Zoning without applying for any Town permits. The Town does not want to issue any building permits without knowing that all County Zoning and Sanitation standards have first been addressed. On behalf of numerous constituents, Town officials and our County Board Supervisor have made contacts and requests of Zoning and Sanitation staff for information and action on this matter.

The Town of Richmond Board of Supervisors at a special meeting July 5, 2012 voted unanimously to issue a Stop Work Order to the Turtle Inn and to request the County Board respond directly to the Town of Richmond regarding the following:

1. A review and analysis of the Turtle Inn's septic system by Walworth County and State Inspectors.
2. A current map and narrative of what sites are open for trailer or tent camping? For what time periods those sites are open? (less than 30 days or seasonal), and which sites are hooked up to the Turtle Inn's septic system or must be pumped?
3. That County Zoning authorize parking only in authorized (mapped) areas for

businesses in the Town of Richmond.

The Town is consulting with its Attorney on liability concerns with the issuance of permits for Commercial Building construction prior to County septic analysis as well as other code compliance issues.

The Town of Richmond thanks the County Board for its attention to this matter and looks forward to its response.

Respectfully,

A handwritten signature in cursive script that reads "Wayne Redenius".

Wayne Redenius

Town of Richmond, Chair

11

RESOLUTION# 12-6-4

ITEM# 5-1

DATE June 19, 2012

Effective Date June 19, 2012

Introduced by Judicial & Legislative

Page 1 of 1

Committee

Motion: Adopted:  LAD  
 1<sup>st</sup> Clendenning Lost:   
 2<sup>nd</sup> Rozar Tabled:   
 No: 2 Yes: 17 Absent: 0  
 Number of votes required:  
 Majority  Two-thirds  
 Reviewed by: PAK, Corp Counsel  
 Reviewed by: \_\_\_\_\_, Finance Dir.

INTENT & SYNOPSIS: To seek state support of frac sand mining via policy development and allocation of state resources to assist in this area of economic development.

FISCAL NOTE: Nothing specific. This resolution is intended to get the state thinking about the reallocation of existing funding to support the huge potential that exists with frac sand mining. The resolution does not seek to commit the county or the state to any specific use of funds.

	NO	YES	A
1 Nelson, J		✓	
2 Rozar, D		✓	
3 Feirer, M		✓	
4 Wagner, E		✓	
5 Hendler, P		✓	
6 Breu, A	✓		
7 A shbeck, R		✓	
8 Miner, T		✓	
9 Winch, W		✓	
10 Hen kel, H		✓	
11 Curr y, K		✓	
12 Machon, D	✓		
13 Hoka mp, M		✓	
14 Polach, D		✓	
15 Clende nning, B		✓	
16 Plim l, L		✓	
17 All worden, G		✓	
18 Murph y, B		✓	
19 Moody, R		✓	

SOURCE OF MONEY: n/a

WHEREAS, the State of Wisconsin has the good fortune of having large deposits of the type of sand needed by the oil and gas industry in recovering greater amounts of these petro-chemicals through the use of the fracking process, and

WHEREAS, frac sand companies have come to Wisconsin to mine the frac sand and are currently operating in over 20 counties, and

WHEREAS, the frac sand companies operating in Wisconsin are creating thousands of new jobs and significantly increasing the tax base, and

WHEREAS, there are infrastructure costs associated with the new frac sand mining industry's development in Wisconsin, primarily with respect to improving local roads to withstand the weight of the sand being hauled over them as the local roads are not built to the standards of the state highways, which are designed to handle the added weight, and

WHEREAS, the State of Wisconsin has and will continue to reap the benefits of the frac sand mining industry; it is appropriate for the state to share with the local units of governments some of the costs associated with developing and supporting this industry, primarily with respect to the roads, and

WHEREAS, the State of Wisconsin has a history of investing its limited resources into maintaining and expanding the businesses and industries that operate here in its attempt at being a business friendly state.

NOW, THEREFORE, THE WOOD COUNTY BOARD OF SUPERVISORS HEREBY RESOLVES to go on record in supporting the development and expansion of the frac sand mining industry and encourages the State of Wisconsin to join in that support by its policy development and resource allocation so as to enable the frac sand mining industry to thrive.

BE IT FURTHER RESOLVED that the State of Wisconsin's Department of Transportation is requested to assist local units of government in maintaining the roads and highways used by the frac sand haulers by reallocating some of its funding for this purpose.

BE IT FURTHER RESOLVED that the Wood County Clerk forward a copy of this resolution to Governor Walker, Department of Transportation Secretary Gottlieb, Wisconsin Counties Association Executive Director O'Connell, area legislators, including Senator Lassa and Representatives Vruwink and Krug, and to our fellow counties so as to seek their support of this proposal.

William Clendenning  
Gerald Nelson  
Gary Allworden  
Ed Wagner  
William Murphy  
 Adopted by the County Board of Wood County, this 19<sup>th</sup> day of June 20 12  
Gytha Copress  
 County Clerk

WILLIAM CLENDENNING (Chairman)  
GERALD NELSON  
GARY ALLWORDEN  
ED WAGNER  
WILLIAM MURPHY  
James A. Pliml  
 County Board Chairman

2012 JUN 29 AM 8: 52

REQUESTING THAT THE DEPARTMENT OF HEALTH SERVICES INCENTIVIZE MORE EFFECTIVE REGIONAL COLLABORATION, COST SAVINGS AND EFFICIENCY IN INCOME MAINTAINANCE (IM) ADMINISTRATION BY BRINGING MORE EQUITY TO CALENDAR YEAR 2013 CONSORTIA FUNDING ALLOCATIONS

**WHEREAS**, Act 32 (the State of Wisconsin's 2012-13 Biennial Budget) eliminated the system whereby individual counties administer Income Maintenance (IM) programs and instead directed that, beginning in calendar year (CY) 2012, counties organize into no more than ten multi-county consortia for the purpose of administering IM programs; and,

**WHEREAS**, the purpose of the consortia model is to create regional IM systems that preserve essential local presence and oversight while maximizing certain efficiencies so that IM services remain consistently strong statewide, despite the 17 percent reduction in State funding for IM administration that was part of the strategy to bring balance to 2012-13 State Budget; and,

**WHEREAS**, by legislative design, it was intended that IM consortia achieve cost savings by leveraging three types of efficiencies: (1) the sharing of a single call center by counties within each consortia; (2) utilization by all consortia of a newly created State-operated Central Document Processing Unit (CDPU) to perform scanning and coding functions that were traditionally performed by county staff; and (3) other efficiencies achieved by counties sharing the workload of application processing, eligibility determinations and ongoing case maintenance within their consortium partnerships; and,

**WHEREAS**, Ashland County is a member of the Northern IM Consortium, a collaboration of twelve Northern Wisconsin counties which employs an innovative service delivery model that leverages all three intended legislative efficiencies and is collaborative in how workload and managerial structure is shared across county boundaries; and,

**WHEREAS**, the Department of Health Services (DHS) deferred to the Wisconsin County Human Services Association (WCHSA) on how to distribute CY 2012 State IM funding, consequently adopting a formula that continued to assign funding to individual counties instead of consortia, failed to consider legislatively mandated maintenance of effort (MOE) levels, distributed the 17 percent State funding reduction in a widely disparate fashion and continued to subsidize duplication and inefficiency; and,

**WHEREAS**, the Western Regional Economic Assistance (WREA) and Northern consortia were impacted most negatively by the WCHSA methodology, absorbing State funding reductions of 31 and 37 percent respectively at the same time some of the other consortia saw funding reductions of only 7 percent and some individual counties actually received funding increases; and,

**WHEREAS**, using the current allocation formula to set consortia funding levels for CY 2013 would continue to place an unnecessary and potentially unsustainable workload burden on disparately impacted consortia and is unfair to the elderly, disabled and other individuals they serve who depend on timely access to income maintenance benefits; and,

**WHEREAS**, at this time of such limited resources, when taxpayers are demanding collaboration and increased efficiency, DHS should be using a funding methodology that rewards efficiency and incentivizes consortia to employ collaborative service delivery models that maximize the benefits of the consortia model.

*Health + Human Services Board*

**NOW THEREFORE BE IT RESOLVED**, that the Ashland County ~~Board of Supervisors~~ requests that DHS adopt for CY 2013 a new funding methodology that considers MOE levels, better equalizes funding resources among consortia, rewards collaboration and drives regional IM systems to leverage the efficiencies intended by the Legislature.

**BE IT FURTHER RESOLVED**, the County Clerk shall mail a copy of this resolution to Governor Scott Walker, State Senator Robert Jauch, Representative Janet Bewley, as well as the Wisconsin Counties Association, The Wisconsin Counties Human Service Association and the Clerk's Office in all 72 counties of Wisconsin.

Passed by Ashland County Health & Human Services Board on June 21<sup>st</sup>, 2012 and recommended for consideration by the County Executive Finance Committee

*20th*  
*CJC*

*CJC*

*Clarence Z. Campbell*  
*Charles J. ...*  
*J. ...*  
*P. J. Ortman*  
*Norm ...*  
*Anna L. Kruse*

*John ...*  
*Gerald K. Huber*  
*Dany ...*  
*Al ...*  
*Joyce Kabara*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fiscal Impact: A more equitable funding methodology would increase the Consortium's allocation. The actual fiscal impact is unknown at this time, and is dependent upon the final methodology selection.

\*Due to timing and the schedule for County Board Meetings in Ashland County, this resolution was passed by the Board of Health & Human Services. The County Board does not have a scheduled meeting until August, after contract and budgets may be set.

RECEIVED  
WALWORTH COUNTY CLERK

SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

W239 N1812 ROCKWOOD DRIVE • PO BOX 666 WAUKESHA, WI 53187-1607 • TELEPHONE (262) 547-6721  
2012 JUN 28 AM 8:51 FAX (262) 547-1103

Serving the Counties of:

KENOSHA  
MILWAUKEE  
OZAUKEE  
RACINE  
WALWORTH  
WASHINGTON  
WAUKESHA



June 28, 2012

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

Dear Ms. Bushey:

The Southeastern Wisconsin Regional Planning Commission has been providing planning services for our seven county area for 52 years, and this is the seventh straight year that we have been able to maintain a level total budget for the seven counties. The only adjustments made are the relative amount that each County pays based upon the comparative equalized valuation.

In accordance with Section 66.0309(14)(b) of the *Wisconsin Statutes*, the Southeastern Wisconsin Regional Planning Commission hereby certifies to you the property tax levy required in partial support of regional planning in Southeastern Wisconsin in calendar year 2013. That tax levy is set forth in Table 14 of the Commission's calendar year 2013 budget adopted by the Commission on June 20, 2012. A copy of that budget is enclosed.

We trust that this letter and the attached budget document provide all of the information required for Walworth County to make the appropriate budgetary provisions for the continuing support of the Regional Planning Commission.

Should you have any questions concerning this statutory certification, please do not hesitate to write or call.

Very truly yours,

David L. Stroik  
Chairman

DLS/dad  
#145581 v4 - TaxLevyWalLtr

Attachment: 2013 SEWRPC Budget

cc: (w/enclosure)  
Ms. Nancy Russell, SEWRPC Commissioner  
Ms. Nicole Andersen, Deputy County Administrator-Finance  
Mr. David Bretl, County Administrator, Walworth County

WELLS FARGO BANK, N.A.,

Plaintiff,

Case No.: 12-CV-618

vs.

JAMES W. JACKSON  
DEBRA LEE TESSNER JACKSON  
STATE OF WISCONSIN  
WEA INSURANCE CORPORATION  
EASTOWN MANOR CONDOMINIUM ASSOCIATION, INC.

Defendants.

RECEIVED  
WALWORTH COUNTY CLERK  
2012 JUL - 6 AM 8:45

**ANSWER, AFFIRMATIVE DEFENSES, AND CLAIM FOR SURPLUS OF  
DEFENDANT, EASTOWN MANOR CONDOMINIUM ASSOCIATION, INC.**

**NOW COMES** the Defendant, Eastown Manor Condominium Association, Inc. (“**Eastown**”), by its attorneys, Law Offices of Anthony A. Coletti, S.C., by attorney Anthony A. Coletti, as and for an Answer, Affirmative Defenses, and Claim for Surplus to the Complaint filed by the Plaintiff, Wells Fargo Bank, N.A. (“**Wells Fargo**”), Eastown does hereby affirm, deny, and otherwise allege as follows:

**ANSWER**

1. Eastown is without knowledge or information sufficient to form a belief as to the truth of allegations in Paragraphs 1, 2, 3, 4, 5, 9, 10, 11, 14, and 15 of the Complaint and therefore denies each and every conclusion in Paragraphs 1, 2, 3, 4, 5, 9, 10, 11, 14, and 15 of the Complaint and puts Wells Fargo to its strict proof thereon.

2. Eastown admits the allegations and conclusions of Paragraph 6 of the Complaint.

3. In response to Paragraph 7 of the Complaint, Eastown admits that a note and mortgage from the Defendants, James W. Jackson and Debra Lee Tessner-Jackson, is attached as and exhibit to Plaintiff’s Complaint. However, Eastown is without knowledge sufficient to form

a belief as to the truth of the allegation that Plaintiff, Wells Fargo Bank, N.A., is the current holder of the note and mortgage and therefore denies said allegation and puts the Plaintiff to its strict proof thereon.

4. In response to Paragraph 8 of the Complaint, Eastown is without knowledge sufficient to form a belief as to whether the Assignment attached as an exhibit to the Complaint constitutes a lawful assignment of the mortgage to Plaintiff, Wells Fargo Bank, N.A., and therefore denies this allegation in Paragraph 8 and puts the Plaintiff to its strict proof thereon. Eastown admits the remaining allegations and conclusions of Paragraph 8 of the Complaint.

5. In response to Paragraph 12 of the Complaint, Eastown admits that the premises which are the subject of this foreclosure action consist of a condominium unit with address of 804 Eastown Manor, Elkhorn, WI. Eastown is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 12 of the Complaint, and therefore denies each and every allegation and conclusion of Paragraph 12 of the Complaint and puts Wells Fargo to its strict proof thereon.

6. In response to Paragraph 13 of the Complaint, Eastown admits that it has an interest in the premises located at 804 Eastown Manor, Elkhorn, WI by virtue of a Condominium Lien in the sum of eight hundred twenty dollars (\$820.00) plus interest and attorney fees, which was filed on May 30, 2012 in the Office of the Clerk of Courts for Walworth County as Case Number 12-CO-251. Eastown is without knowledge sufficient to form a belief as to the truth of the remaining allegations of Paragraph 13 of the Complaint and therefore denies those remaining allegations and puts the Plaintiff to its strict proof thereon.

#### **AFFIRMATIVE DEFENSES**

1. Wells Fargo has failed to state a claim upon which relief can be granted.
2. Wells Fargo may have failed to mitigate its damages.

**PRAYER FOR RELIEF/CLAIM FOR SURPLUS**

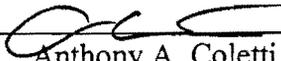
**WHEREFORE**, the Defendant, Eastown Manor Condominium Association, Inc. requests the following relief:

1. An order pursuant to Wis. Stat. § 846.162 that in the event that Wells Fargo does obtain a foreclosure judgment that such of the proceeds from the sale of the property which is the subject of this action as are in excess of that determined to be owed to Wells Fargo be paid to Eastown in such sum as is necessary to satisfy the entirety of Eastown's claims, including an award of reasonable attorney fees incurred in collection of the sums due Eastown, should be paid to Eastown;
2. The costs and disbursements of this action; and
3. Such other relief as the Court deems just and proper.

Dated this 12<sup>th</sup> day of June, 2012.

LAW OFFICES OF ANTHONY A. COLETTI S.C.  
Attorneys for Defendant, Eastown Manor  
Condominium Association, Inc.

By: \_\_\_\_\_

  
Anthony A. Coletti  
State Bar No. 01018646

Prepared by:  
Anthony A. Coletti  
SBN 1018646  
LAW OFFICES OF ANTHONY A. COLETTI, S.C.  
101 Evergreen Parkway, Unit #3  
Elkhorn, WI 53121  
Phone: (262) 723-8000

TRD720B  
Tax Year: 2011

WALWORTH COUNTY TREASURER'S OFFICE  
MASTER TAX INQUIRY

6/27/12

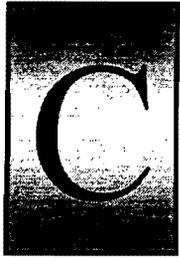
Tax Key #:	<u>YDT 00804</u>	Bill No	<u>Y 584</u>	CITY OF ELKHORN		
Name	JAMES W JACKSON		804	EASTOWN MANOR		
Adr 1	DEBRA LEE TESSNER-JACKSON		AC/LD/IM	.18	20000	87400
Adr 2	804 EASTOWN MANOR		Fair Mkt	107,221 Rate 1.001671778		
Adr 3			Assd/W			
City/St	ELKHORN	WI	School	1638	1st Installment	1003.42
Zip	53121-0000		Lot CR	88.45	Net Tax Rate	.0203328
			Spc Asmt			

Tax Amount	2250.57	Paid in Full	
1st \$ Credit	66.83		
Lot Claimed	88.45		
1st Payment	2095.29	1/03/2012	
2nd Payment	.00		

----- OUTSTANDING TAX INFORMATION -----

Year	Tax Balance	JUN 2012 Tax Due	JUL 2012 Tax Due	AUG 2012 Tax Due
2011	.00	.00	.00	.00

Totals:	.00	.00	.00	.00
F3=Exit	F4=Legals	F6=Print	F17=PDF	



# Law Offices of Anthony A. Coletti, S.C.

101 Evergreen Parkway, Unit 3, Elkhorn, WI 53121

Phone: (262) 723-8000 Fax: (262) 723-8030

June 12, 2012

Walworth County Clerk of Courts  
P.O. Box 1001  
1800 County Hwy NN  
Elkhorn, WI 53121

**Re: Wells Fargo Bank, N.A. v James W. Jackson *et al***  
**Walworth County Case 12-CV-618**

Dear Madam Clerk:

Enclosed please find Defendant's, Eastown Manor Condominium Association, Answer, Affirmative Defenses and Claim for Surplus relating to the above-captioned action for filing. Please file stamp the copy and return to me.

Thank you for your assistance and please contact me with any questions you may have.

Very truly yours,

LAW OFFICES OF ANTHONY A. COLETTI, S.C.

A handwritten signature in black ink, appearing to read 'AAC' or similar initials.

Anthony A. Coletti  
SBN 1018646  
tony@colettilaw.com  
AAC/ds

Enclosures

cc: Ms. Linda Klean (w/enclosure)  
Attorney Janine Collette (w/enclosure)  
Mr. James Jackson (w/enclosure)  
Ms. Debra Tessner-Jackson (w/enclosure)  
Ms. Kathy Du Bois (w/enclosure)  
Mr. Michael L. Stoll (w/enclosure)